



CITY OF FORT SASKATCHEWAN AGENDA

Regular Council Meeting Tuesday, April 11, 2017 – 6:00 P.M. Council Chambers – City Hall

- 6:00 P.M.**
1. **Call to Order** Mayor Katchur
 2. **Approval of Minutes of March 28, 2017 Regular Council Meeting** (attachment)
 3. **Delegations**
Those individuals in attendance at the meeting will be provided with an opportunity to address Council regarding an item on the agenda, with the exception of those items for which a Public Hearing is required or has been held. Each individual will be allowed a maximum of five (5) minutes.
 4. **Presentation**
 - 4.1 **Business Retention and Expansion Project** Mark Morrissey (attachment)
 5. **Public Hearing #1**
 - Open Public Hearing #1** Mayor Katchur
 - 5.1 **Bylaw C1-17 - Amend Land Use Bylaw C10-13 – Redistricting Part of NW, SW 24-54-23 W4M from UR - Urban Reserve to R3-Small Lot Residential District, RC - Comprehensively Planned Residential District, and PU - Public Utility District - Windsor Pointe, Stage 1** Matthew Siddons (verbal)
 - Close Public Hearing #1** Mayor Katchur
 6. **Business Arising from Public Hearing #1**
 - 6.1 **Bylaw C1-17 - Amend Land Use Bylaw C10-13 – Redistricting Part of NW, SW 24-54-23 W4M from UR - Urban Reserve to R3-Small Lot Residential District, RC - Comprehensively Planned Residential District, and PU - Public Utility District - Windsor Pointe, Stage 1 – 2nd & 3rd reading** Matthew Siddons (attachment)
 7. **Public Hearing #2**
 - Open Public Hearing #2** Mayor Katchur
 - Bylaw C2-17 - Close a Portion of Road Allowance in Westpark (West Lands Road Allowance)** Matthew Siddons (verbal)
 - Close Public Hearing #2** Mayor Katchur

8. Business Arising from Public Hearing #2

- | | | |
|-----|--|---------------------------------|
| 8.1 | Bylaw C2-17 - Close a Portion of Road Allowance in Westpark
(West Lands Road Allowance) – 2 nd & 3 rd reading | Matthew Siddons
(attachment) |
|-----|--|---------------------------------|

9. Unfinished Business

- | | | |
|-----|------------------------------|------------------------------|
| 9.1 | Procurement Policy FIN-020-C | Jeremy Emann
(attachment) |
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10. New Business

- | | | |
|------|-------------------------------|-------------------------------|
| 10.1 | Repealing of Council Policies | Brenda Molter
(attachment) |
|------|-------------------------------|-------------------------------|

11. Bylaws

- | | | |
|------|--|----------------------------------|
| 11.1 | Bylaw C9-17 – Repeal Solid Waste Agreement Bylaws - C16-11,
C24-05, and C25-05 – 3 readings | Bradley McDonald
(attachment) |
|------|--|----------------------------------|

12. Notice of Motion

13. Points of Interest

14. Councillor Inquiries

15. Adjournment



CITY OF FORT SASKATCHEWAN
MINUTES
REGULAR COUNCIL
Tuesday, March 28, 2017 - 6:00 p.m.
Council Chambers – City Hall

Present:

Members of Council:

Mayor Gale Katchur
Councillor Birgit Blizzard
Councillor Sheldon Bossert
Councillor Frank Garritsen
Councillor Stew Hennig
Councillor Arjun Randhawa
Councillor Ed Sperling

Administration:

John Dance, Acting City Manager & General Manager, Corporate Services
Brenda Rauckman, General Manager, Community & Protective Services
Brenda Molter, Director, Legislative Services
Janel Smith-Duguid, Director, Special Projects
Diane Yanch, Director, Culture Services
Mark Morrissey, Director, Economic Development
Brad Ward, Director, Protective Services
Wendy Kinsella, Director, Corporate Communications
Reade Beaudoin, Digital Media Coordinator
Sheryl Exley, Recording Secretary

1. Call to Order

Mayor Katchur called the regular Council meeting of March 28, 2017 to order at 6:00 p.m.

R41-17

MOVED BY Councillor Randhawa that the March 28, 2017 regular Council meeting agenda be amended by adding: "In-Camera – Council Code of Conduct" as item #7.1.

In Favour: Gale Katchur, Frank Garritsen, Stew Hennig, Arjun Randhawa,
Birgit Blizzard, Sheldon Bossert, Ed Sperling

CARRIED UNANIMOUSLY

R42-17

MOVED BY Councillor Bossert that the March 28, 2017 regular Council meeting agenda be amended by adding: "Fort Saskatchewan Public Library Board Presentation" as item #4.3.

In Favour: Gale Katchur, Frank Garritsen, Stew Hennig, Arjun Randhawa,
Birgit Blizzard, Sheldon Bossert, Ed Sperling

CARRIED UNANIMOUSLY

2. Approval of Minutes March 14, 2017 Regular Council Meeting

R43-17 MOVED BY Councillor Blizzard that the minutes of the March 14, 2017 regular Council meeting be adopted as presented.

In Favour: Gale Katchur, Frank Garritsen, Stew Hennig, Arjun Randhawa,
Birgit Blizzard, Sheldon Bossert, Ed Sperling

CARRIED UNANIMOUSLY

3. Delegations

Mike Saunders of Qualico and Mike Lovsin of Freson Bros. were in attendance to speak to a request for Highway 21 signage for the Westpark Shopping Centre.

4. Presentations

4.1 River Valley Alliance Update

Larry Wall, Executive Director, River Valley Alliance (RVA) and Brent Collingwood, Chair, RVA Advisory Committee were in attendance to provide an update on the activities of the RVA.

Mayor Katchur called a short recess at 6:37 p.m.

The regular Council meeting reconvened at 6:40 p.m.

4.2 Safety Codes Services Update

Janel Smith-Duguid, Director, Special Projects provided Council with an update on the provision of Safety Codes Services (Building Inspectors) for information prior to the introduction of new fees and charges.

4.3 Fort Saskatchewan Public Library Board Update

Renetta Peddle, Chair, Fort Saskatchewan Public Library Board was in attendance to provide an update on the Kia car purchase for the Fort Saskatchewan Public Library.

5. Unfinished Business

5.1 River Fest 2017 Funding

Presented by: Diane Yanch, Director, Culture Services

R44-17 MOVED BY Councillor Garritsen that Administration coordinate and host River Fest 2017 at a cost not to exceed \$20,000, funded from the Financial Stabilization Reserve.

In Favour: Gale Katchur, Frank Garritsen, Stew Hennig, Arjun Randhawa,
Birgit Blizzard, Sheldon Bossert, Ed Sperling

CARRIED UNANIMOUSLY

6. New Business

6.1 Canadian Northern Railway Station

Presented by: Diane Yanch, Director, Culture Services

R45-17

MOVED BY Councillor Blizzard that the Canadian Northern Railway Station space formerly leased by the Fort Saskatchewan Chamber of Commerce be converted to public meeting room rental space at a cost not to exceed \$2,600, funded from the Financial Stabilization Reserve.

In Favour: Gale Katchur, Frank Garritsen, Stew Hennig, Arjun Randhawa,
Birgit Blizzard, Sheldon Bossert, Ed Sperling

CARRIED UNANIMOUSLY

6.2 Commercial Sign Request on City Owned Lands

Presented by: Mark Morrissey, Director, Economic Development

R46-17

MOVED BY Councillor Garritsen that Council authorize use of City owned land (Road Plan 822 1665) to Qualico Commercial on the condition that the land be used for highway signage to promote the Commercial Centre, and that authorization be contingent upon entrance into a license agreement with the City of Fort Saskatchewan.

In Favour: Gale Katchur, Frank Garritsen, Stew Hennig, Ed Sperling

Against: Arjun Randhawa, Birgit Blizzard, Sheldon Bossert

CARRIED

7. In-Camera

7.1 Council Code of Conduct

R47-17

MOVED BY Councillor Randhawa that Council move in-camera at 7:54 p.m. to discuss a matter that falls within one of the exceptions to disclosure in Division 2 of Part 1 of the *Freedom of Information and Protection of Privacy Act* (FOIP) and under Code of Conduct Bylaw C6-16.

In Favour: Gale Katchur, Frank Garritsen, Stew Hennig, Arjun Randhawa,
Birgit Blizzard, Sheldon Bossert, Ed Sperling

CARRIED UNANIMOUSLY

R48-17 MOVED BY Councillor Hennig that Council return to open session at 9:32 p.m.

In Favour: Gale Katchur, Frank Garritsen, Stew Hennig, Arjun Randhawa,
Birgit Blizzard, Sheldon Bossert, Ed Sperling

CARRIED UNANIMOUSLY

8. Bylaws

8.1 Bylaw C6-17 - Amend Animal Control Bylaw C7-16 - 3 readings

Presented by: Brad Ward, Director, Protective Services

R49-17 MOVED BY Councillor Randhawa that Council give first reading to Bylaw C6-17, which amends Animal Control Bylaw C7-16.

In Favour: Gale Katchur, Stew Hennig, Arjun Randhawa, Birgit Blizzard,
Sheldon Bossert, Ed Sperling

Against: Frank Garritsen

CARRIED

R50-17 MOVED BY Councillor Randhawa that Council give second reading to Bylaw C6-17, which amends Animal Control Bylaw C7-16.

In Favour: Gale Katchur, Stew Hennig, Arjun Randhawa, Birgit Blizzard,
Sheldon Bossert, Ed Sperling

Against: Frank Garritsen

CARRIED

R51-17 MOVED BY Councillor Randhawa that Council provide unanimous consent to proceed with third reading of Bylaw C6-17.

In Favour: Gale Katchur, Frank Garritsen, Stew Hennig, Arjun Randhawa,
Birgit Blizzard, Sheldon Bossert, Ed Sperling

CARRIED UNANIMOUSLY

R52-17 MOVED BY Councillor Randhawa that Council give third reading to Bylaw C6-17, which amends Animal Control Bylaw C7-16.

In Favour: Gale Katchur, Stew Hennig, Arjun Randhawa, Birgit Blizzard,
Sheldon Bossert, Ed Sperling

Against: Frank Garritsen

CARRIED

8.2 Bylaw C7-17 - Amend Fees & Charges Bylaw C18-16 - 3 readings

Presented by: Brenda Molter, Director, Legislative Services

R53-17

MOVED BY Councillor Hennig that Council give first reading to Bylaw C7-17, which amends Fees and Charges Bylaw C18-16.

In Favour: Gale Katchur, Frank Garritsen, Stew Hennig, Arjun Randhawa, Birgit Blizzard, Sheldon Bossert, Ed Sperling

CARRIED UNANIMOUSLY

R54-17

MOVED BY Councillor Hennig that Council give second reading to Bylaw C7-17, which amends Fees and Charges Bylaw C18-16.

In Favour: Gale Katchur, Frank Garritsen, Stew Hennig, Arjun Randhawa, Birgit Blizzard, Sheldon Bossert, Ed Sperling

CARRIED UNANIMOUSLY

R55-17

MOVED BY Councillor Hennig that Council provide unanimous consent to proceed with third and final reading to Bylaw C7-17, which amends Fees and Charges Bylaw C18-16.

In Favour: Gale Katchur, Frank Garritsen, Stew Hennig, Arjun Randhawa, Birgit Blizzard, Sheldon Bossert, Ed Sperling

CARRIED UNANIMOUSLY

R56-17

MOVED BY Councillor Hennig that Council give third reading to Bylaw C7-17, which amends Fees and Charges Bylaw C18-16.

In Favour: Gale Katchur, Frank Garritsen, Stew Hennig, Arjun Randhawa, Birgit Blizzard, Sheldon Bossert, Ed Sperling

CARRIED UNANIMOUSLY

9. Notice of Motion

None.

10. Points of Interest

Members of Council were given the opportunity to bring forward information that would be of interest to the public.

11. Councillor Inquiries

Members of Council were given the opportunity to ask questions and provide concerns and comments.

12. Adjournment

The regular Council meeting of March 28, 2017 adjourned at 9:47 p.m.

Mayor

Director, Legislative Services

CITY OF FORT SASKATCHEWAN

Regular Council Meeting - Information Report

Business Retention & Expansion Project

Purpose:

To provide Council with an overview of the key findings from the Business Retention & Expansion (BR&E) Project.

Background:

As presented to Council on March 14, 2017, the Economic Development Department has undertaken a comprehensive city-wide BR&E project. A major component of this Project was an extensive consultation process with local businesses to determine the obstacles and challenges to growth and expansion in Fort Saskatchewan, as well as to be used as a snapshot of the overall business climate within the City.

The intent of the Project is to provide:

- a better understanding of the key sectors and industries with the greatest opportunity for growth and expansion;
- a substantial augmentation of the Economic Development Department's business database to improve our ability to analyze and manage data and trends;
- a client management system to support current and future business retention and expansion efforts;
- recommendations on specific activities and initiatives the City can undertake to better support local businesses; and
- opportunities for export development to support local businesses in diversifying their revenue streams and expanding their market reach.

To gather the required feedback, 58 in-person interviews were conducted with local businesses, as well as 63 on-line surveys. Questions focused on the following areas:

- business planning and succession;
- diversification opportunities;
- impact of oil and gas prices;
- advantages and disadvantages of doing business in Fort Saskatchewan;
- future growth and expansion plans;
- barriers to growth; and
- supply chain and workforce issues.

Current Situation:

Some key findings from the consultations are noted below:

- Small and Medium Enterprises (these businesses are also known as SME's) account for the largest amount of job growth in the City.

- The majority of SME's in Fort Saskatchewan are heavily reliant on the Industrial Heartland for its business. This reliance extends to the service industry and retail sector within the City.
- There is a strong desire/need for SME's in the City to diversify their revenue streams.
- Third-party services designed to support small businesses and start-ups are not readily available in Fort Saskatchewan, as compared to other jurisdictions.
- Infrastructure and utilities such as broadband are inadequate in some areas of the City and as such are impacting productivity.
- There is a perception among businesses that crime has increased in certain areas of the City, resulting in increased costs for those businesses who have been vandalized.
- Large employers are consolidating their operations, and offering less opportunity for SME's in the region.

Next Steps:

The next steps for this Project will be to review and analyze the response from the consultation process to formulate an action plan and recommendations. These recommendations will help inform the Economic Development Department's 2018 work plan and budget.

Attachment:

Business Retention & Expansion Presentation

File No.:

Prepared by:	Mark Morrissey Director, Economic Development	Date: April 5, 2017
Approved/Reviewed by:	Troy Fleming Acting City Manager	Date: April 5, 2017
Submitted to:	City Council	Date: April 11, 2017

Business Retention & Expansion Strategy For the City of Fort Saskatchewan



Fort Saskatchewan Business Retention & Expansion Strategy

BR&E Project Overview

- What is the BR&E project?
- Why BR&E?
- What are the desired outcomes?
- Who is involved/delivering BR&E for us?



BR&E Process

- Based on award-winning BR&E practices
- Six stages of project:
 1. Business Database
 2. Economic Analysis
 3. Survey tools development
 4. Business surveys (in-person and on-line)
 5. Taskforce discussion, Strategy building
 6. Report and Implementation



BR&E "Plus"

- BR&E Plus elements:
 - Updating business database
 - Economic analysis
 - Strategy development



BR&E Survey

- In-depth interviews took 40 – 90 minutes
- 58 in-depth interviews done and 63 on-line surveys received
- On-line survey: 7 questions around diversification, oil & gas exposure, advantages & disadvantages



BR&E Interview Questions

- Business planning & succession
- Diversification
- Impact of oil & gas prices
- Fort Sask as a place to do business, advantages & disadvantages
- Future plans
- Barriers to business growth
- Supply chains
- Workforce



Key Findings

- Small & Medium Enterprises (SME's) account for largest portion of job growth
- SME sector heavily reliant upon Industrial Heartland large industry for most of its business – extends to service and retail sectors in the City
- SME sector needs/wants to diversify customer base



Key Findings

- Third-party support programs not readily available in Fort Sask compared to other municipalities – need to develop a business 'eco-system'
- Inadequate access to utilities such as broadband
- Perception that crime has increased in certain areas of the City
- Consolidation occurring with large employers



Quick Wins...So Far

- Beginning to build SME support 'Eco-system' in partnership with Chamber:
 - Business Link
 - Futurpreneur
 - Alberta Women Entrepreneurs (AWE)
 - Self-Employment Training Program
 - Ministry of Labour
 - NAIT
 - The Community Futures Program?



Quick Wins...So Far

- 14 businesses introduced to the Ministry of Labour to get assistance on training and employment funding programs
- NAIT courses and 'NAIT-in-Motion' being considered, based upon business needs



Next Steps

- Stakeholder taskforce meeting
 - Comprised of local businesses, Provincial Government, City Departments, Chamber of Commerce
 - Tasked with developing solutions to addressing key challenges/opportunities.



Next Steps

- Final report will present:
 - A current economic analysis
 - Analysis of the surveys
 - Business Retention & Expansion recommendations
 - Solution-based projects that Economic Development will bring forward



CITY OF FORT SASKATCHEWAN

Bylaw C1-17 - Amend Land Use Bylaw C10-13 – Redistricting Part of NW, SW 24-54-23 W4M from UR - Urban Reserve to R3 - Small Lot Residential District, RC - Comprehensively Planned Residential District, and PU - Public Utility District - Windsor Pointe, Stage 1

Motions:

1. That Council give second reading to Bylaw C1-17 to amend Land Use Bylaw C10-13 by redistricting part of NW, SW 24-54-23 W4M from UR - Urban Reserve to R3 - Small Lot Residential District, RC - Comprehensively Planned Residential District, and PU - Public Utility District.
2. That Council give third reading to Bylaw C1-17 to amend Land Use Bylaw C10-13 by redistricting part of NW, SW 24-54-23 W4M from UR - Urban Reserve to R3 - Small Lot Residential District, RC - Comprehensively Planned Residential District, and PU - Public Utility District.

Purpose:

To present Council with information regarding the redistricting application for Windsor Pointe Stage 1 and to request consideration of second and third readings of the associated bylaw.

Background:

This redistricting application was submitted by Landrex Inc. Windsor Pointe Stage 1 is 2.53 ha (6.23 ac) in area, and located at the west end of Wilshire Boulevard. The land is currently zoned as UR (Urban Reserve District), which means it has been identified for future development. This Bylaw would redistrict the lands to R3 (Small Lot Residential District), and RC (Comprehensively Planned District), which would accommodate single detached lots. A PU (Public Utility) lot is located at the southeast corner of the site. This lot would be set aside to accommodate overland drainage.

The associated subdivision application is for 38 single detached lots. The subdivision proposal includes a mix of rear lane and front attached garages. This will provide a variety of housing types. The rear lane will offer additional opportunity for on-street parking, soft landscaping and tree planting.

At full build out, the Windsor Pointe community will be approximately 25.38 ha (62.71 ac) in area, and will accommodate an estimated 1,455 residents. The built form for this area will be low-density in character, which includes single detached, semi-detached, duplex, and townhouse housing types.

Bylaw C1-17 received first reading at the March 14, 2017 regular Council meeting.

Existing and Proposed Servicing

Westpark Drive will be extended to serve as the main collector road for Windsor Pointe. This would be the last phase in the completion of Westpark Drive. There are 4 proposed trail

connections that will link Windsor Pointe to West River's Edge Park. The neighbourhood will also be connected to several existing and planned trails along Pointe Aux Pins trail and Wilshire Boulevard.

The sanitary sewer line is already in place for this area of Westpark. The line connects from Westpark Drive in the north to Woodhill Lane in the south. The sanitary sewer line follows the proposed route of Westpark Drive. Both water and storm water lines are present in the area. New development in Windsor Pointe can connect to the existing water and storm water lines already in place along Wilshire Boulevard.

The 28.28 ha (69.89 ac) parcel of land directly east of Windsor Pointe between Woodbridge Boulevard and Wilshire Boulevard is being developed by Qualico. Currently 7.68 ha (18.98 ac) of this site have been redistricted, and are approved for subdivision.

Referrals

Strathcona County submitted a response letter to this redistricting which has been included as Appendix G. The City has been working with Strathcona County to ensure that their concerns have been addressed. The City will be upgrading a section of Township Road 543 as agreed upon with the County. As a condition of subdivision approval, detailed engineering plans will be sent to Strathcona County for review and comment.

Community Feedback:

At the time of writing this report, no comments from the public had been received.

Plans/Standards/Legislation

The *Municipal Development Plan* (MDP) designates this area as "Developing Community Area (DCA)". The MDP supports greenfield development that follows a logical pattern of phasing and provide a variety of housing types.

The *Westpark Area Structure Plan* designates this area as "Low Density Residential". The Plan encourages quality residential development that provides for long-term residential growth and ensures a variety of housing forms.

Further details regarding applicable policies can be found under Appendix B.

Financial Implications:

The developer will be required to pay levies based on applicable rates. The City would be responsible for future maintenance of the roads and standard municipal operations (waste pick-up, fire, policing, snow removal, utilities and related infrastructure).

Attachments:

1. Bylaw C1-17
2. Schedule A to Bylaw C1-17
3. Appendix A - Aerial Map
4. Appendix B - Related Policies
5. Appendix C - R3 - Small Lot Residential District Regulations

6. Appendix D – RC - Comprehensively Planned Residential District Regulations
7. Appendix E - Westpark Area Structure Plan - Land Use Concept Map
8. Appendix F - Windsor Pointe Outline Plan - Land Use Concept Plan
9. Appendix G - Letter from Strathcona County

File No.: Bylaw C1-17

Prepared by:	Matthew Siddons Current Planner, Planning & Development	Date: March 28, 2017
Approved by:	Dean McCartney Acting Director, Planning and Development	Date: March 31, 2017
Reviewed by:	Troy Fleming Acting City Manager	Date: April 5, 2017
Submitted to:	City Council	Date: April 11, 2017



CITY OF FORT SASKATCHEWAN

**A BYLAW OF THE CITY OF FORT SASKATCHEWAN IN
THE PROVINCE OF ALBERTA TO AMEND BYLAW C10-13, LAND USE BYLAW**

BYLAW C1-17

WHEREAS the *Municipal Government Act*, R.S.A.,2000, c.M-26 as amended or repealed and replaced from time to time, provides that a municipality has the power to amend the Land Use Bylaw;

NOW THEREFORE, the Council of the City of Fort Saskatchewan, in the Province of Alberta, duly assembled, enacts as follows:

1. That Appendix A, Land Use District Map covering part of NW, SW 24-54-23 W4M be amended to redistrict from UR - Urban Reserve District to R3 - Small Lot Residential District, RC - Comprehensively Planned Residential District, and PU - Public Utility District as shown on the attached Schedule "A".
2. This Bylaw is cited as the Amendment to Land Use Bylaw C10-13, as amended, repealed and/or replaced from time to time.
3. If any portion of this Bylaw is declared invalid by a court of competent jurisdiction, the invalid portion must be severed and the remainder of the Bylaw is deemed valid.
4. This Bylaw becomes effective upon third and final reading.

READ a first time this	14 th	day of	March	2017.
READ a second time this		day of		2017.
READ a third time and passed this		day of		2017.

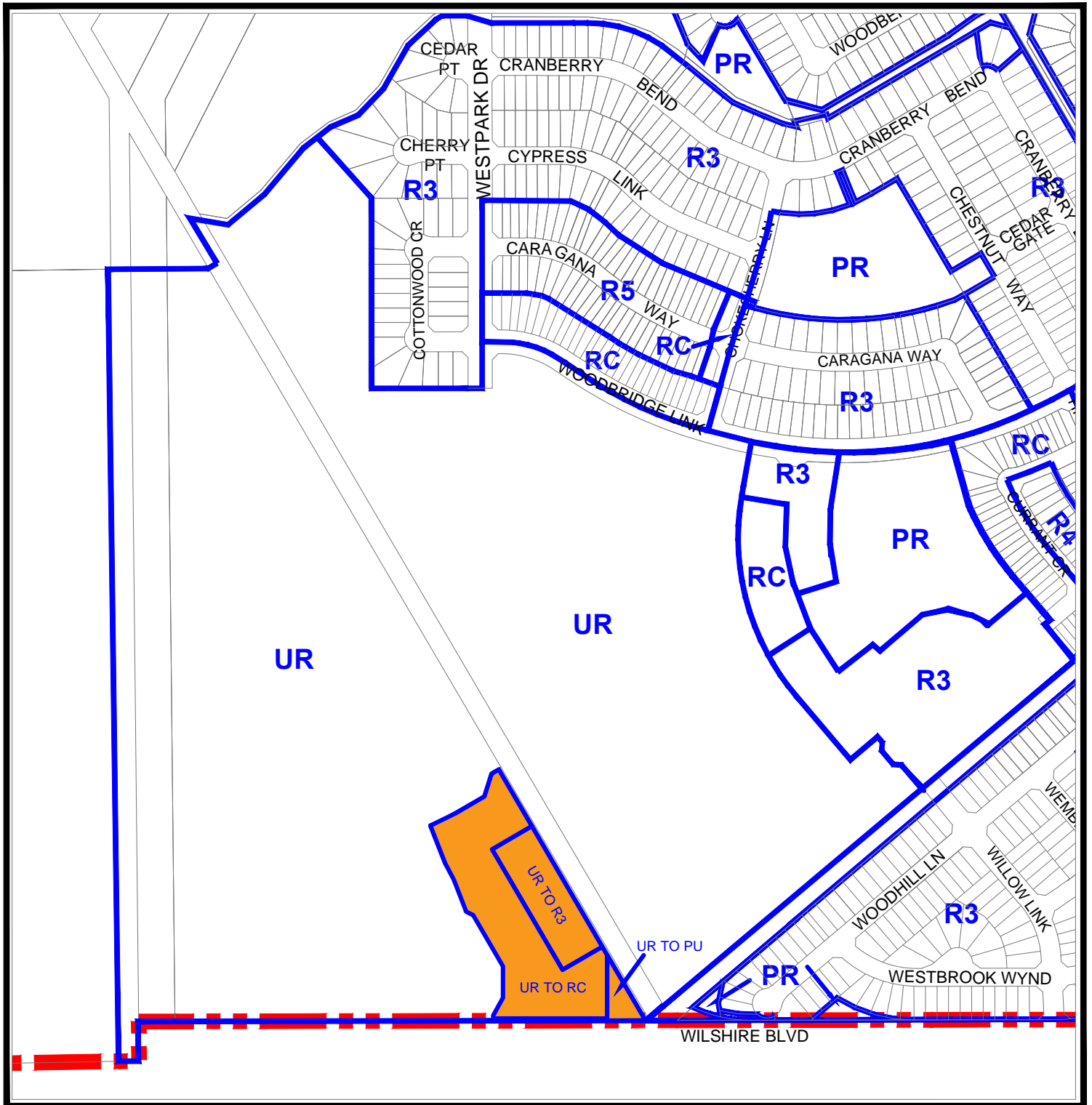
MAYOR

DIRECTOR, LEGISLATIVE SERVICES

DATE SIGNED: _____

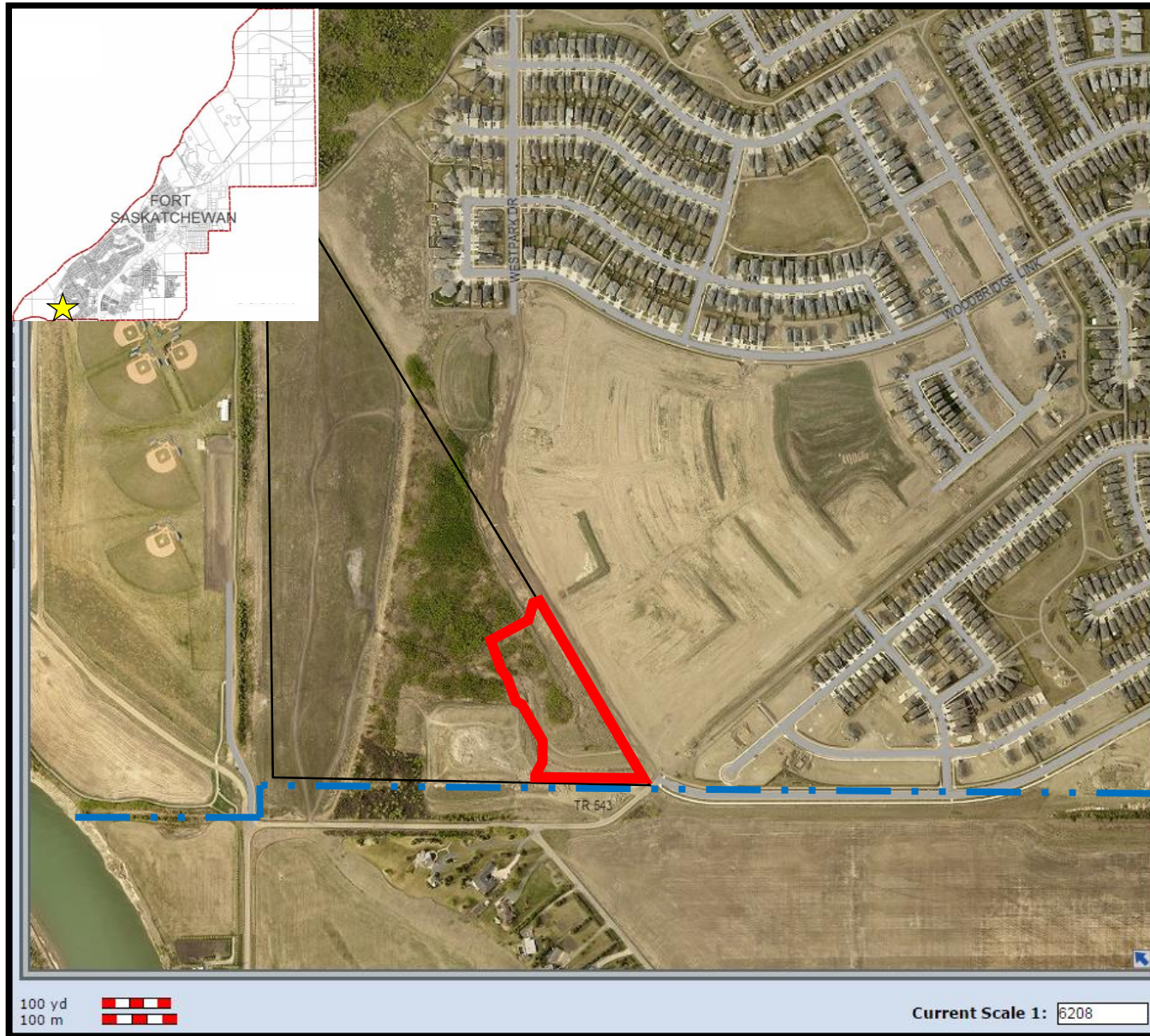
Bylaw C1-17

Schedule "A"



SUBJECT AREA

APPENDIX A



Subject Area

DISCLAIMER: The information shown is for reference only. The City of Fort Saskatchewan disclaims all responsibility for the accuracy, completeness, timelines and merchantability of the information shown.



RELATED POLICIES- BYLAW C1-17

STRATEGIC PLAN (2014-2017)

1 – Goal One: Position for Growth	
1.3	Incorporate future growth requirements in planning and development of commercial and residential areas, and of new and enhanced facilities, programs and services.

MUNICIPAL DEVELOPMENT PLAN – BYLAW C16-10

6.4 Developing Community Area (DCA)	
6.4.5	Require the new greenfield development follows an efficient and logical pattern of phasing.
10.1 Parks and the Environment General Policies	
10.1.1	Provide all neighbourhoods with access to passive and active recreational opportunities.
9.1 Diverse Housing Options	
9.1.1	Encourage a range of housing types within all areas of Fort Saskatchewan, with close access to neighbourhood services and amenities.

WESTPARK AREA STRCUTURE PLAN – BYLAW C8-13

4.2.2 Residential Policies	
<ul style="list-style-type: none"> Provide a variety of lot sizes and housing forms to provide choice and accommodate all residents in the community 	
5.6.2 Servicing and Utility Policies	
<ul style="list-style-type: none"> Development phasing shall be determined by the efficient and logical extension of services that prevents “leapfrog” development. 	
6.4.2 Transportation Policies	
<ul style="list-style-type: none"> Where possible and considered necessary by the City, dwellings with front access shall face dwellings with rear access to allow one side of the street to be used for off-site parking and snow storage, especially in developments that are primarily semi-detached and multi-attached dwelling. 	

5.17 R3 – Small Lot Residential District

5.17.1 R3 Purpose

This District is generally intended to accommodate single detached dwellings and accessory uses on small lots.

5.17.2 R3 Permitted and Discretionary Uses

(a) R3 Permitted	(b) R3 Discretionary
<ul style="list-style-type: none"> - Home Office - Secondary Suite Dwelling - Single Detached Dwelling - Swimming Pool - ¹Accessory development to any use listed in subsection 5.17.2(a) 	<ul style="list-style-type: none"> - Bed and Breakfast - Community Garden - Day Care Facility (limited) - Group Home (limited) - Home Business - Show Home - Temporary Sales Centre - ²Accessory development to any use listed in subsection 5.17.2(b)

5.17.3 R3 Site Subdivision Regulations

	Interior Site	Corner Site
a) Site Area	374.0m ² (4,024.0ft ²) minimum	435.2m ² (4,684.6ft ²) minimum
b) Site Width	11.6m (38.0ft) minimum	11.8m (38.7ft) minimum
c) Site Depth	34.0 (111.6ft) minimum	

¹ C19-15

² C19-15

5.17.4 R3 Site Development Regulations

	Interior Site	Corner Site	
a) Front Yard Setback	6.0m (19.7ft) minimum 7.0m (23.0ft) maximum	Front	6.0m (19.7ft) minimum 7.0m (23.0ft) maximum
		Flanking	3.0m (9.8ft) minimum 4.5m (14.8ft) maximum
b) Rear Yard Setback	8.0m(26.2ft) minimum ¹ 6.0m (19.6ft) minimum where a garage or carport is attached to the principal building and is accessed from a lane at the rear of the site		
c) Side Yard Setback	1.5m (4.9ft) minimum		
d) Principal Building Height	Two and one half (2 ½) storeys not to exceed 10.0m (32.8ft) maximum		
e) Site Coverage	45% maximum for principal building over one storey, excluding decks		
	50% maximum for principal building of one storey, excluding decks		
	50% maximum for all buildings and structures where principal building is over one storey 55% maximum for all buildings and structures where principal building is one storey		
f) Density	Maximum of one dwelling unit per site, plus one secondary suite dwelling where permitted		

5.17.5 Additional Development Regulations for R3:

- (a) All development and uses within this Land Use District are subject to the applicable provisions of Part 4 – General Regulations for all Land Use Districts, Sections 5.1 to 5.13 of Part 5 – Residential Land Use Districts, Part 11 – Parking and Loading, and Part 12 – Signs;

¹ C19-14

- (b) ¹ Subject to Section 1.3.4, where a dwelling constructed prior to the adoption of this Bylaw has a 1.2m (3.9ft) minimum side yard setback, it shall be considered to be in conformity with the Land Use Bylaw;
- (c) ² Subject to Section 1.3.4, where a dwelling is to be constructed on a site located in a subdivision with an application received and deemed complete prior to the adoption of this Bylaw, it may be constructed with a 1.2m (3.9ft) side yard; and
- (d) ³ Subject to Section 1.3.5, where a dwelling constructed prior to the adoption of this Bylaw exceeds the maximum front yard setback, it shall be considered to be in conformity with the Land Use Bylaw.

¹ C19-14

² C19-14

³ C19-14

5.21 RC – Comprehensively Planned Residential District

¹²5.21.1 RC Purpose

The purpose of this District is to accommodate a range and an appropriate distribution of dwelling forms that provides for more efficient utilization of land in new neighbourhoods, while encouraging diversity of built form within a low-density residential setting. A range of housing types consist of low density housing including multi-attached housing under certain conditions.

5.21.2 RC Permitted and Discretionary Uses

(a) RC Permitted	(b) RC Discretionary
<ul style="list-style-type: none"> - Duplex Dwelling - Home Office - Identification Sign - Multi-Attached Dwelling - Secondary Suite Dwelling - Semi-Detached Dwelling - Single Detached Dwelling - ³Accessory development to any use listed in subsection 5.21.2(a) 	<ul style="list-style-type: none"> - Bed and Breakfast - Community Garden - Day Care Facility (limited) - Group Home (limited) - Home Business - Show Home - Temporary Sales Centre - ⁴Accessory development to any use listed in subsection 5.21.2(b)

5.21.3 RC Site Subdivision Regulations for Single Detached Dwellings and Duplex Dwellings

	Interior Site	Corner Site
Site Area	309.4m ² (3,330.4ft ²)minimum	342.4m ² (3,685.6ft ²)minimum
Site Width	9.1m (29.9ft) minimum	10.6m (34.8ft) minimum
Site Depth	34.0m (111.5ft) minimum	

¹ C19-14

² C19-15

³ C19-15

⁴ C19-15

5.21.4 RC Site Subdivision Regulations for Semi-Detached Dwellings

	Interior Site	Corner Site
a) Site Area	238.0m ² (2,561.8ft ²) minimum	271.0m ² (2,917.0ft ²) minimum
b) Site Width	7.3m (24.0ft) minimum	9.1m (29.9ft) minimum
c) Site Depth	34.0m (111.5ft) minimum	

5.21.5 RC Site Development Regulations for Single Detached, Duplex and Semi-Detached Dwellings

	Interior or Corner Site	
a) Front Yard Setback	Front Yard*	3.0m (9.8ft) minimum with a lane
		¹ 4.5m (14.7ft) maximum with a lane
		*Where a semi-detached dwelling has front vehicular access to one unit and rear vehicular access via a lane to the other unit, the front yard setback for the unit with lane access may be increased to a maximum of 7.0m (23.0ft)
		6.0m (19.7ft) minimum without a lane 7.0m (23.0ft) maximum without a lane
	Flanking Yard	3.0m (9.8ft) minimum on a corner site
		4.5m (14.8ft) maximum on a corner site
b) Rear Yard Setback	8.0m (26.2ft) minimum 6.0m (19.7ft) minimum where a garage or carport is attached to the principal building and is accessed from a lane at the rear of the property	
c) Side Yard Setback	² 1.5m (4.9ft) minimum	

¹ C19-14

² C19-14

5.21.5 RC Site Development Regulations for Single Detached, Duplex and Semi-Detached Dwellings

	Interior or Corner Site
a) Principal Building Height	<p>For single detached and duplex dwellings: Two and one half (2 ½) storeys not to exceed 10.0m (32.8ft) maximum</p> <p>For semi-detached dwellings: Three storeys not to exceed 11.0m (39.4ft) maximum. A maximum differential of one storey shall be allowed between adjacent sites.</p>
b) Site Coverage	<p>45% maximum for principal building over one storey, excluding decks</p> <p>50% maximum for principal building of one storey, excluding decks</p> <p>52% maximum for all buildings and structures where principal building is over one storey</p> <p>57% maximum for all buildings and structures where principal building is one storey</p>
c) Density	<p>For single detached dwellings: maximum of one dwelling unit per site, plus one secondary dwelling unit where permitted</p> <p>For semi-detached dwellings: maximum of one dwelling unit per site</p> <p>For duplex dwellings: maximum of two dwelling units per site</p>

5.21.6 RC Site Subdivision Regulations for Multi-Attached Dwellings

	Interior Site	Corner Site
a) Site Area	187.0m ² (2,011.9ft ²) minimum	271.0m ² (2,917.0ft ²) minimum
b) Site Width	¹ 6.1m (20.0ft) minimum for an Internal unit ² 7.3m (24.0ft) minimum for an End unit	8.5m (27.9ft) minimum
c) Site Depth	34.0m (111.5ft) minimum	

5.21.7 RC Site Development Regulations for Multi-Attached Dwellings

	Interior or Corner Site	
a) Front Yard Setback	Front Yard**	3.0m (9.8ft) minimum with a lane 4.5m (14.8ft) maximum with a lane **Where a multi-attached dwelling has front vehicular access to one or more dwelling units and rear vehicular access via a lane to other units, the front yard setback for units with lane access may be increased to a maximum of 9.0m (29.5ft)
		6.0m (19.7ft) minimum without a lane 7.0m (23.0ft) maximum without a lane
	Flanking Yard	3.0m (9.8ft) minimum on a corner site 4.5m (14.8ft) maximum on a corner site

¹ C19-15

² C19-15

b) Rear Yard Setback	8.0m (26.2ft) minimum
	6.0m (19.6ft) minimum where a garage or carport is attached to the principal building and is accessed from a lane at the rear of the site
c) Side Yard Setback	¹ 1.5m (4.9ft) minimum
d) Principal Building Height	Three storeys not to exceed 11.0m (36.1ft) maximum. A maximum differential of one storey shall be allowed between adjacent sites.
e) Site Coverage	45% maximum for principal building
	52% maximum for all buildings and structures
f) Density	Maximum of one dwelling unit per site

5.21.9 Additional Development Regulations for RC

- (a) All development and uses within this Land Use District are subject to the applicable provisions of Part 4 – General Regulations for all Land Use Districts, Sections 5.1 to 5.13 of Part 5 – Residential Land Use Districts, Part 11 – Parking and Loading, and Part 12 – Signs; and
- (b) No vehicular access to the street shall be permitted from the front yard when a rear lane is provided.

5.21.10 Additional Subdivision and Development Regulations for Multi-Attached Dwellings

- (a) Groupings of Multi-Attached Developments shall be integrated with lower density dwelling forms to maintain a low-density residential character;
- (b) Multi-Attached Dwellings shall not exceed four (4) units per building; and
- (c) There shall be no more than three (3) Multi-Attached Buildings in succession. For the purposes of this subsection, buildings of Multi-Attached Dwellings shall be considered to be in succession if side property lines are separated by a lane.
- (d) Subsections 5.21.9 (b) and (c) shall not apply if sites on which Multi-Attached Dwellings are proposed abuts a site designated as commercial, medium density, high density, or institutional land use districts.

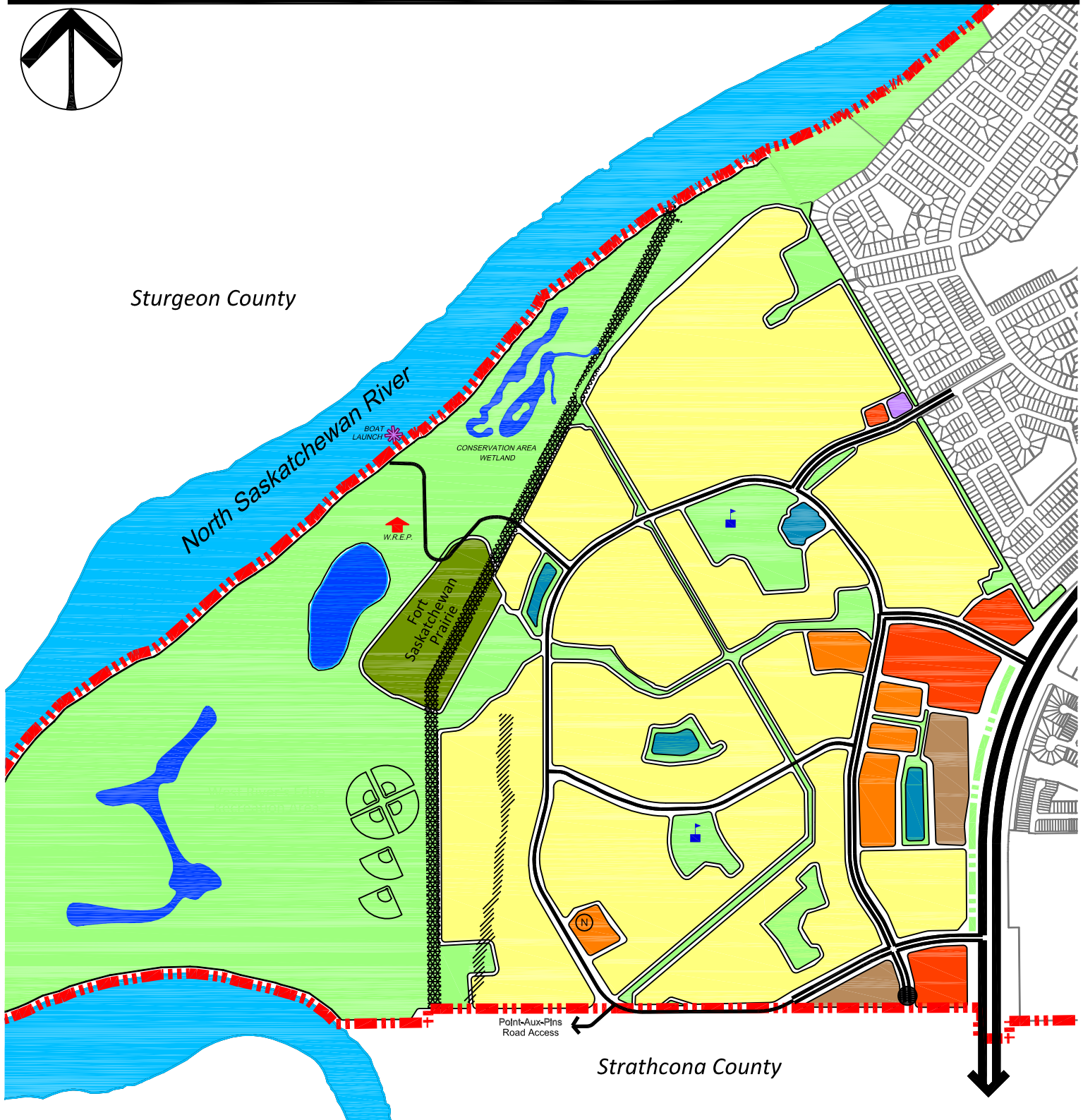
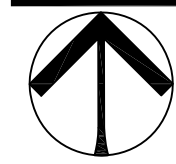
¹ C19-14

¹²**5.21.11 Side Yard Setback Exceptions**

- (a) Notwithstanding the above site development regulations, where a dwelling constructed prior to the adoption of this Bylaw (as amended) has a 1.2m (3.9ft) minimum side yard setback, it shall be considered to be in conformity with the Land Use Bylaw; and
- (b) Notwithstanding the above site development regulations, where a dwelling is to be constructed on a site located in a subdivision with an application received and deemed complete prior to the adoption of this Bylaw (as amended), it may be constructed with a 1.2m (3.9ft) side yard.

¹ C19-14

² C19-15



Land Use Concept

City of Fort Saskatchewan

Westpark Area Structure Plan

Municipal Boundary
 West River's Edge Pavillion

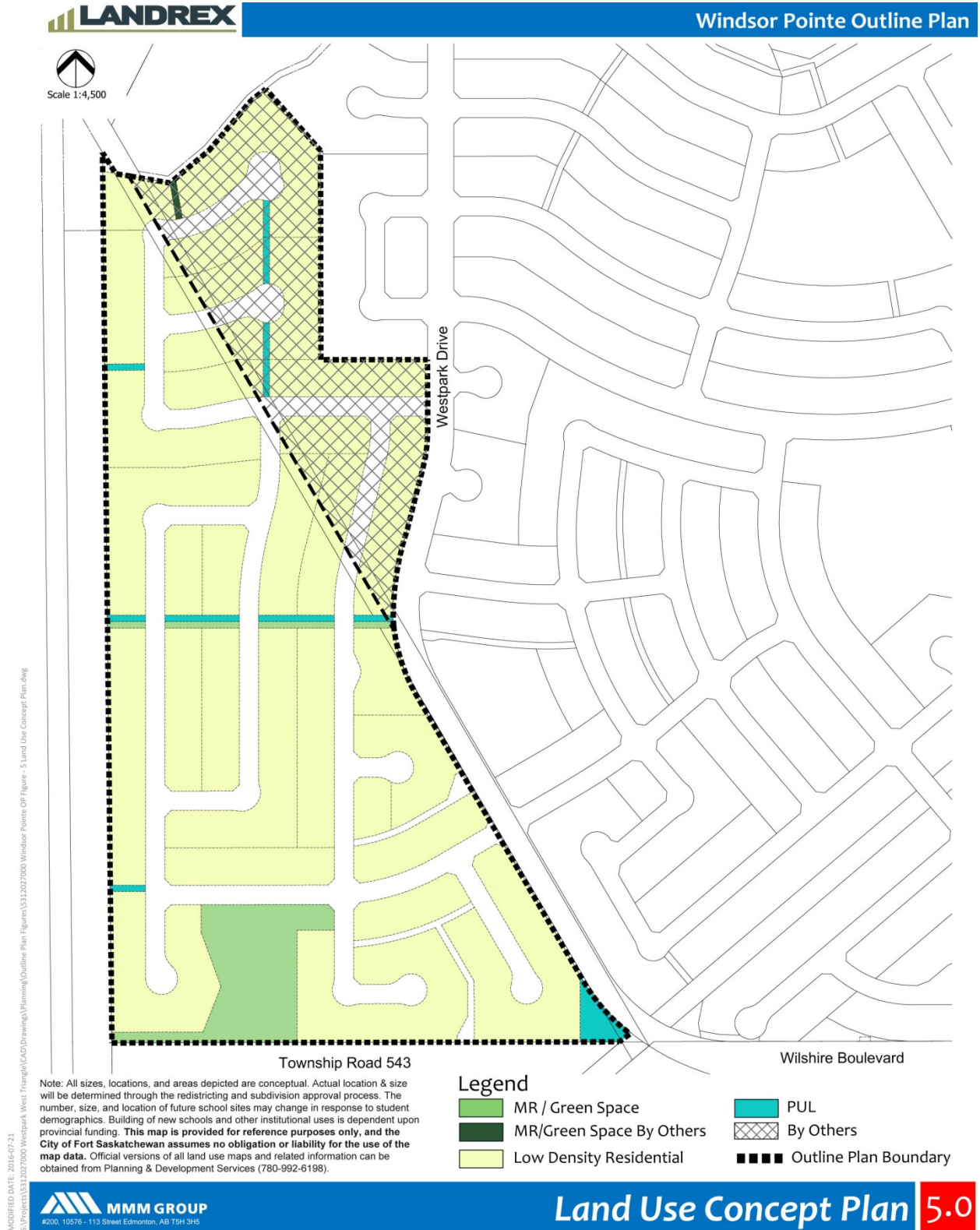
Low Density Residential
 Medium Density Residential
 High Density Residential
 Park
 Potential School Site
 Urban Forest Corridor
 Top of Bank
 Power Line R/W

Storm Water Management Facility
 Fort Saskatchewan Prairies Reserve
 Commercial
 Neighborhood Service
 Institutional
 Freeway
 Arterial
 Collector

Note: All size, locations, and areas depicted are conceptual. Actual location & size will be determined through the outline plan and subdivision approval process. The number, size, and location of future school sites may change in response to student demographics. Building of new schools and other institutional uses is dependant upon provincial funding.



Land Use Concept Plan 5.0



Sent via: MSiddons@fortsask.ca

March 3, 2017

City of Fort Saskatchewan
1005 – 102 Street
Fort Saskatchewan, AB T8L 2C5

Attention: Matthew Siddons
Current Planner, Planning & Development

RE: Redistricting Application PLSPA2016-1116 Windsor Pointe Stage 1

Thank you for your circulation dated February 9, 2017 requesting Strathcona County's comments on an application that has been submitted to redistrict lands in W ½ 24-54-23 W4M. The lands are within the Westpark ASP boundary and are proposed to be redistricted from Urban Reserve to low density residential.

Land Development Planning has reviewed the application and it appears that the proposal is consistent with the ASP; therefore Strathcona County has no concerns with the intent of the application.

However, in accordance with the 2010 Boundary Accord Agreement, there are outstanding obligations with respect to requirements for the City of Fort Saskatchewan to upgrade Township Road 543 to approximately 100m west of Pointe Aux Pins Estates access. Be advised that this is to be addressed prior to County's support of any further rezoning applications within the previously annexed lands in SE & SW 24-54-23-W4. Further discussion regarding mutual obligations under the 2010 Boundary Accord Agreement may be beneficial. In this regard, please contact Karolina Haggerty at 780-416-7232.

The realization of development in accordance with the proposed zoning as well as the concurrent subdivision referral PLSUB2016-1117 will require that the existing intersection of Wilshire Boulevard and Township Road 543 be upgraded, which may involve improvements extending within Strathcona County's municipal boundary. Please ensure that arrangements have been made to ensure any upgrades that extend within the Strathcona County's municipal boundary will be completed to the satisfaction of Strathcona County prior to third reading of the bylaw associated with the subject redistricting proposal.

In this regard, Strathcona County would advise that conditioning an approval of the concurrently referred subdivision application as follows will satisfy the above comment:

1. That engineering design for any roadway upgrades resulting from the proposed development that are within or adjacent to Strathcona County's municipal boundary are required to be provided to Strathcona County for review and comment.
2. That engineering design for any and all portions of roadway upgrades resulting from the proposed development that extend within the Strathcona County municipal boundary achieve formal acceptance from Strathcona County prior to subdivision endorsement.
3. That pursuant to Section 655(1)(b) of the Municipal Government Act, R.S.A. 2000, c. M-26, a Development Agreement be entered into between the owner and Strathcona County to address the construction of any infrastructure within the Strathcona County municipal boundary that is required as part of the proposed subdivision. All financial considerations and other relevant obligations must be completed to the satisfaction of Strathcona County. Please contact Jessica Jones, Manager Land Development Engineering, Strathcona County at 780-464-8046.

The above conditions are intended to facilitate coordinated development of current and future roadway infrastructure between the two municipalities along Township Road 543.

Should there be concerns from other departments, they will be forwarded to your attention.

If you have any questions or concerns, please contact me at 780-410-6583.

Yours truly,



Scott Olson, RPP, MCIP
Coordinator, Current Planning
Planning and Development Services
Strathcona County

SO/hk

CITY OF FORT SASKATCHEWAN

Bylaw C2-17 – A Bylaw to Close a Portion of Road Allowance in Westpark (West Lands Road Allowance)

Motions:

1. That Council give second reading to Bylaw C2-17 to close a portion of road allowance in Westpark (West Lands Road Allowance).
2. That Council give third reading to Bylaw C2-17 to close a portion of road allowance in Westpark (West Lands Road Allowance).

Purpose:

To present Council with information regarding the closure of a portion of road allowance and to request consideration of second and third reading of the associated bylaw.

Background:

The subject road allowance runs diagonally through the southwest corner of Westpark, and is directly east of the Windsor Pointe community. The lands to be closed will be developed into the future Windsor Pointe community that will accommodate an estimated 1,455 residents. Landrex has submitted an application to close the northern section of the road allowance to facilitate this development.

This right-of-way was part of the original river lot system along the North Saskatchewan River. A survey plan from 1913 shows the proposed road right-of-ways for this area. Although this right-of-way had been set aside to accommodate a road, no physical road was ever built. The land is currently vacant.

Bylaw C2-17 would close the northern section of the road allowance. This road allowance is registered with Alberta Land Titles, and under its current designation, it can only be used for road purposes. Closing the road allowance will allow the land to be developed for residential land uses. Once closed, an appraised value would be determined and the City may choose to sell the lands to the developer.

The south portion of the road allowance will remain open. It will be used to accommodate the last section of Westpark Drive. Westpark Drive will be extended from Wilshire Boulevard in the south to Woodbridge Link in the north. Westpark Drive will serve as the main collector road for this area of Westpark.

Closing this road allowance will not limit public access to the Fort Saskatchewan Prairie. The Prairie is located north of the proposed Windsor Pointe area and east of West River's Edge Park. This area is accessible by vehicle from River Valley Drive to the north. The trails around the perimeter of the Prairie connect to the trail systems in West River's Edge Park and Westpark. The Windsor Pointe Outline Plan identifies a proposed trail connection from the north of the neighbourhood to the Fort Saskatchewan Prairie.

Bylaw C2-17 received first reading at the March 14, 2017 regular Council meeting.

Referrals

This road closure application was sent to other City departments for review and comment. The road allowance has been deemed surplus, and there are no concerns with the closure.

The wording in Bylaw C2-17 has been vetted through the Alberta Land Titles office. This was done to ensure that the Bylaw and Road Closure Plan meet Land Titles requirements, and can be registered.

Community Feedback:

At the time of writing this report, no comments from the public had been received.

Plans/Standards/Legislation:

The *Municipal Development Plan* (MDP) designates this area as “Developing Community Area (DCA)”. The MDP supports greenfield development that follows an efficient and logical pattern of phasing.

The *Westpark Area Structure Plan* identifies that the south section of the road allowance will become part of the Westpark Collector road. The north section of the road allowance is designated as “Low Density Residential”.

Financial Implications:

Following the road closure, an offer to purchase the land could be considered by the City. An offer would be accompanied by an appraisal to determine the value of the surplus lands.

Attachments:

1. Bylaw C2-17
2. Appendix A - Tentative Road Closure Plan
3. Appendix B - Aerial Map
4. Appendix C - Westpark Area Structure Plan - Land Use Concept Map
5. Appendix D - Windsor Pointe Outline Plan - Land Use Concept Plan

File No.: Bylaw C2-17

Prepared by:	Matthew Siddons Current Planner, Planning & Development	Date: March 30, 2017
Approved by:	Dean McCartney Acting Director, Planning and Development	Date: March 31, 2017
Reviewed by:	Troy Fleming Acting City Manager	Date: April 3, 2017
Submitted to:	City Council	Date: April 11, 2017



CITY OF FORT SASKATCHEWAN

BYLAW C2-17

A BYLAW OF THE CITY OF FORT SASKATCHEWAN IN THE PROVINCE OF ALBERTA TO CLOSE A PORTION OF GOVERNMENT ROAD ALLOWANCE ADJOINING RIVER LOT 21 (WEST LANDS ROAD ALLOWANCE)

NOW THEREFORE, the Council of the City of Fort Saskatchewan, in the Province of Alberta, duly assembled, enacts as follows:

1. That the City of Fort Saskatchewan hereby close the following described government road allowance lying within the limits of the subject area,

“FORT SASKATCHEWAN SETTLEMENT
ALL THAT PORTION OF GOVERNMENT ROAD ALLOWANCE
ADJOINING RIVER LOT 21
LYING WITHIN AREA ‘A’ PLAN 172_____
EXCEPTING THEREOUT ALL MINES AND MINERALS.”

2. If any portion of this Bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed and the remainder of the Bylaw is deemed valid.
3. That Bylaw No. C2-17 becomes effective upon third and final reading.

READ a first time this 14th day of March 2017.

READ a second time this day of 2017.

READ a third time and passed this day of 2017.

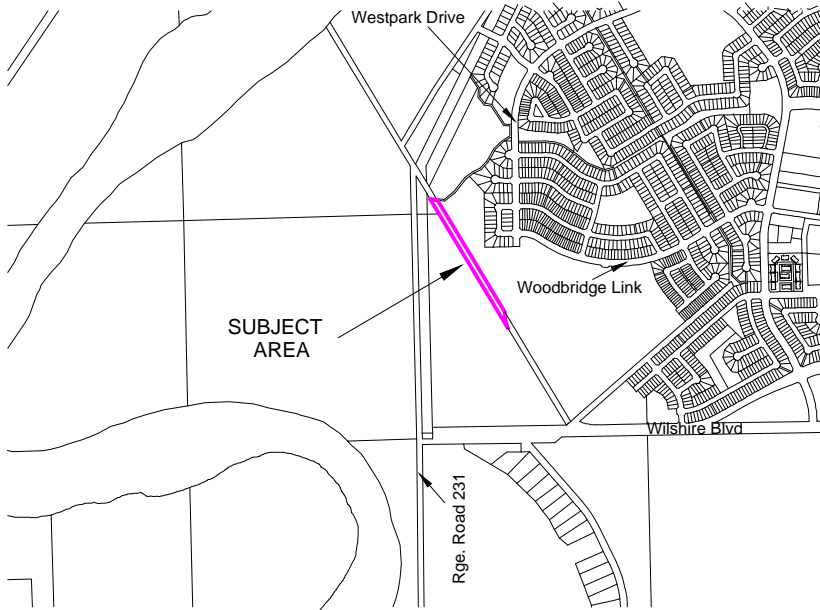
MAYOR

DIRECTOR, LEGISLATIVE SERVICES

DATE SIGNED: _____

LANDREX INC.

- NOTES:**
- ALL DISTANCES ARE SHOWN IN METRES AND DECIMALS THEREOF.
 - ALL INFORMATION SHOWN ON THIS PLAN IS BOTH TENTATIVE AND PRELIMINARY, AND SUBJECT TO CHANGE BY THE 'PLAN OF SURVEY'.
 - THE BOUNDARY SHOWN, EVEN IF ANNOTATED, IS SUBJECT TO CHANGE BY THE 'PLAN OF SURVEY'.
 - PLAN TO BE SUBDIVIDED SHOWN OUTLINED THUS AND CONTAINS: 0.995 ha.

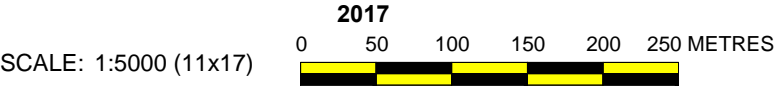


KEY PLAN
NOT TO SCALE

REV. NO.	DATE	ITEM	BY
2	Feb.13/17	REVISED BOUNDARY	DN
1	Jan.21/15	REVISED BOUNDARY	RH
0	Nov.25/14	ORIGINAL PLAN COMPLETED	RH

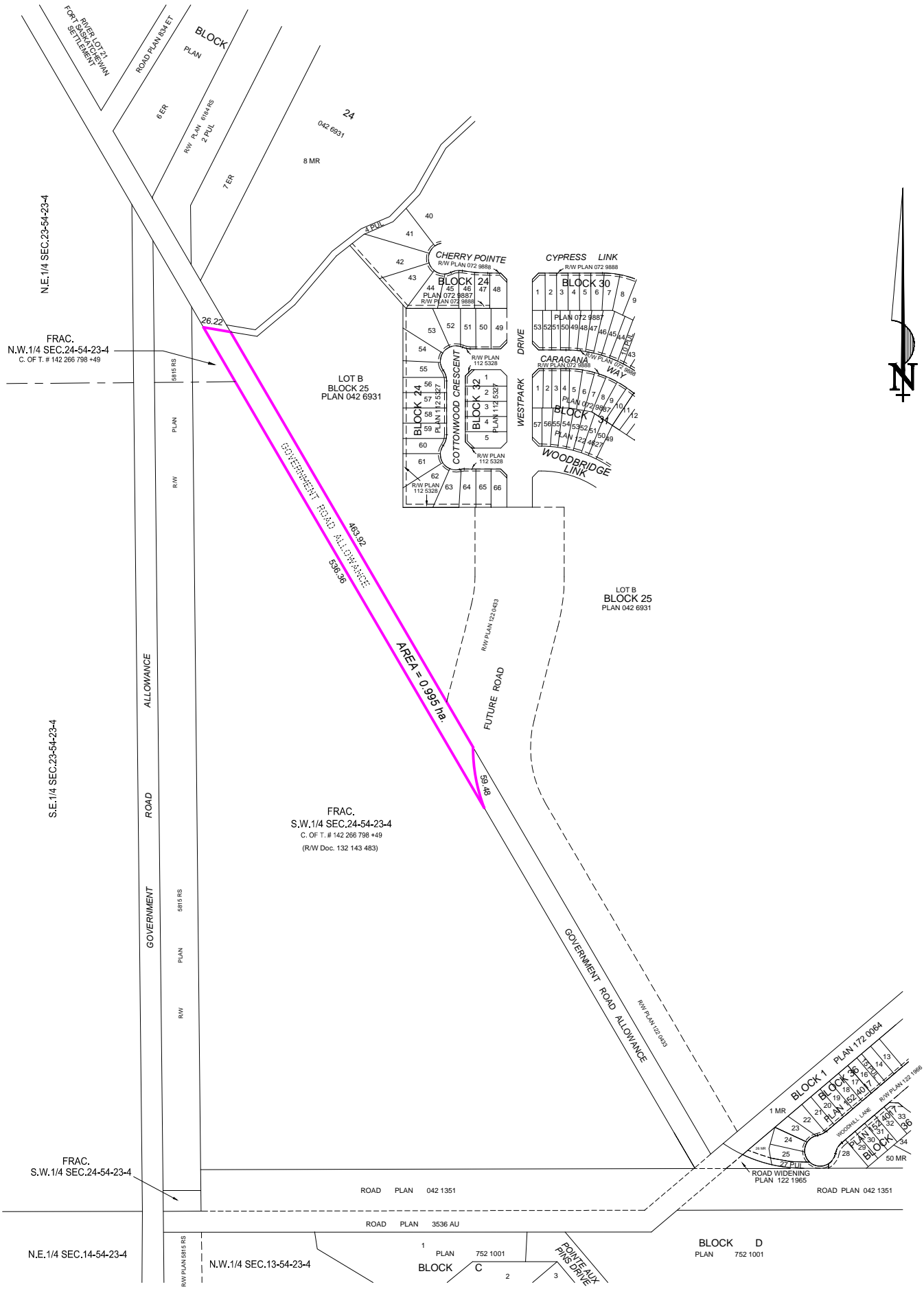
REVISIONS

WINDSOR POINTE
TENTATIVE PLAN SHOWING PROPOSED
ROAD CLOSURE
OF PART OF THE
GOVERNMENT ROAD ALLOWANCE
BETWEEN THE
FRAC. W. 1/2 SEC.24-TWP.54-RGE.23-W.4th MER.
AND RIVER LOT 21-FORT SASKATCHEWAN SETTLEMENT
FORT SASKATCHEWAN - ALBERTA

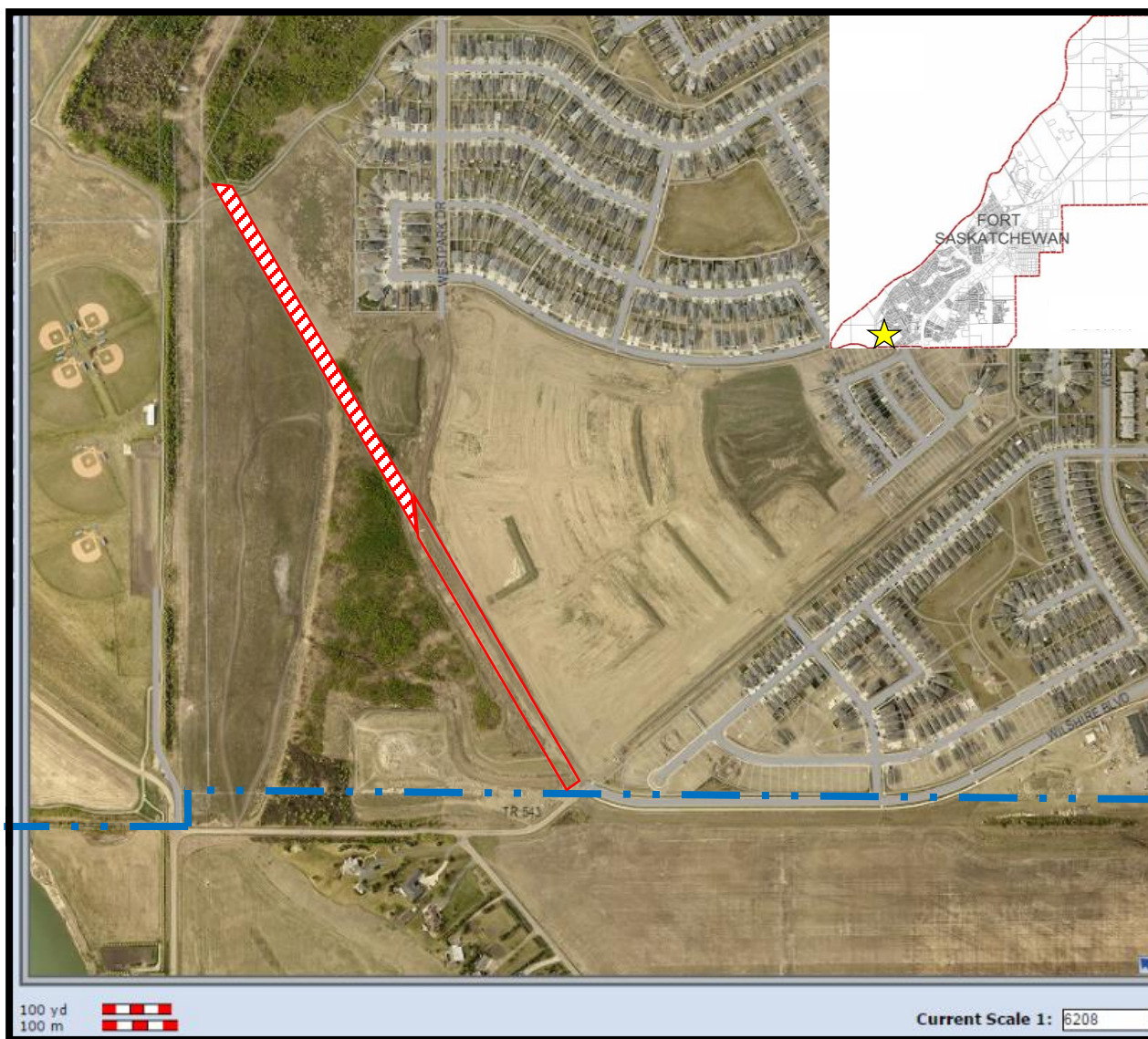


Phone: (780) 455 - 3177 Fax: (780) 451 - 2047
Email: edmonton@palsgeomatics.com
10704 - 176 Street NW, Edmonton, Alberta T5S 1G7

FILE NO.	11400395RD-T	DRAFTED BY:	RH/DN	CHECKED BY:	JM
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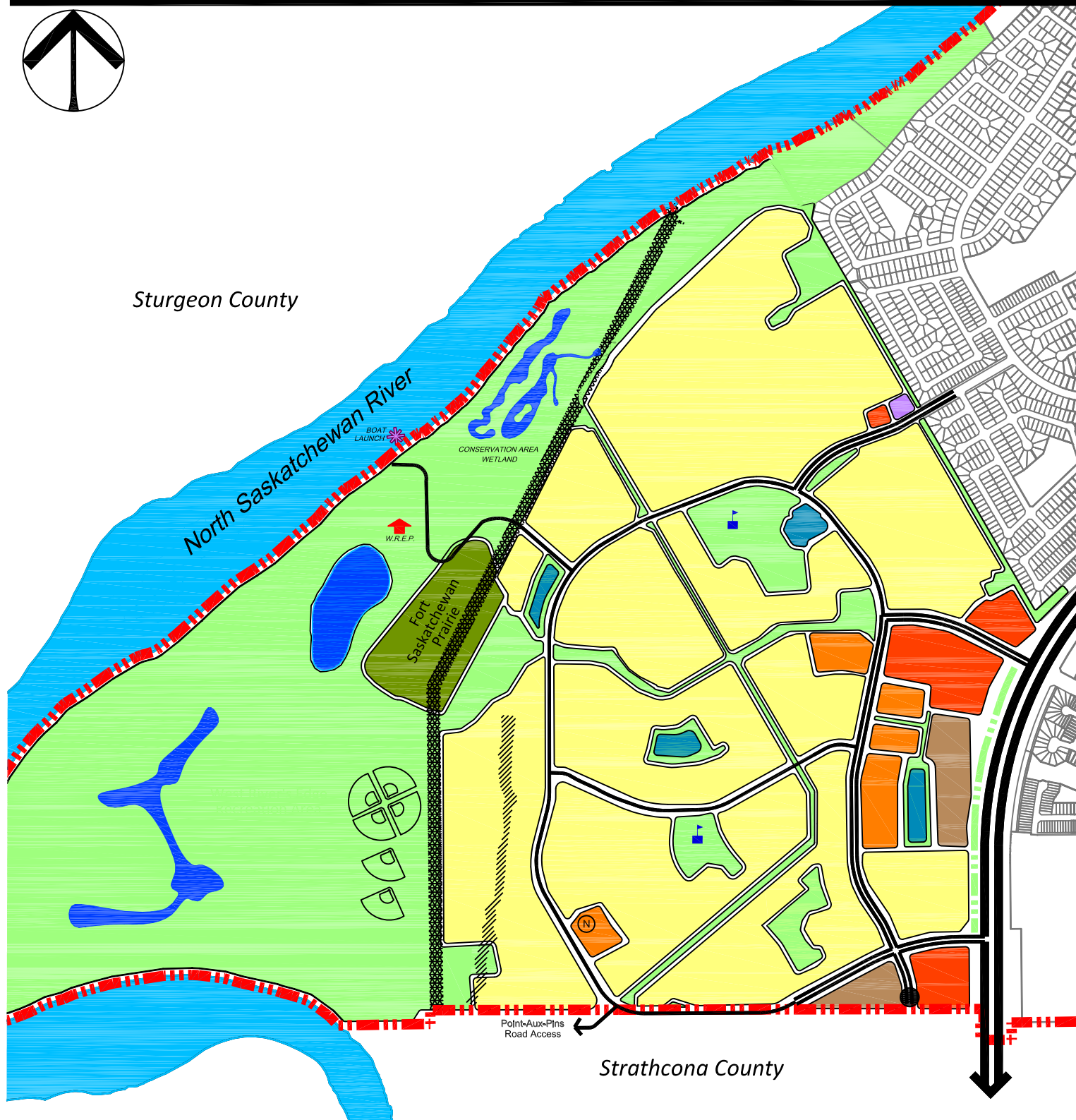


APPENDIX B



-  Road allowance to remain open
-  Road allowance to be closed

DISCLAIMER: The information shown is for reference only. The City of Fort Saskatchewan disclaims all responsibility for the accuracy, completeness, timelines and merchantability of the information shown.

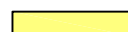









Land Use Concept

City of Fort Saskatchewan

Westpark Area Structure Plan

 Municipal Boundary
 West River's Edge Pavillion

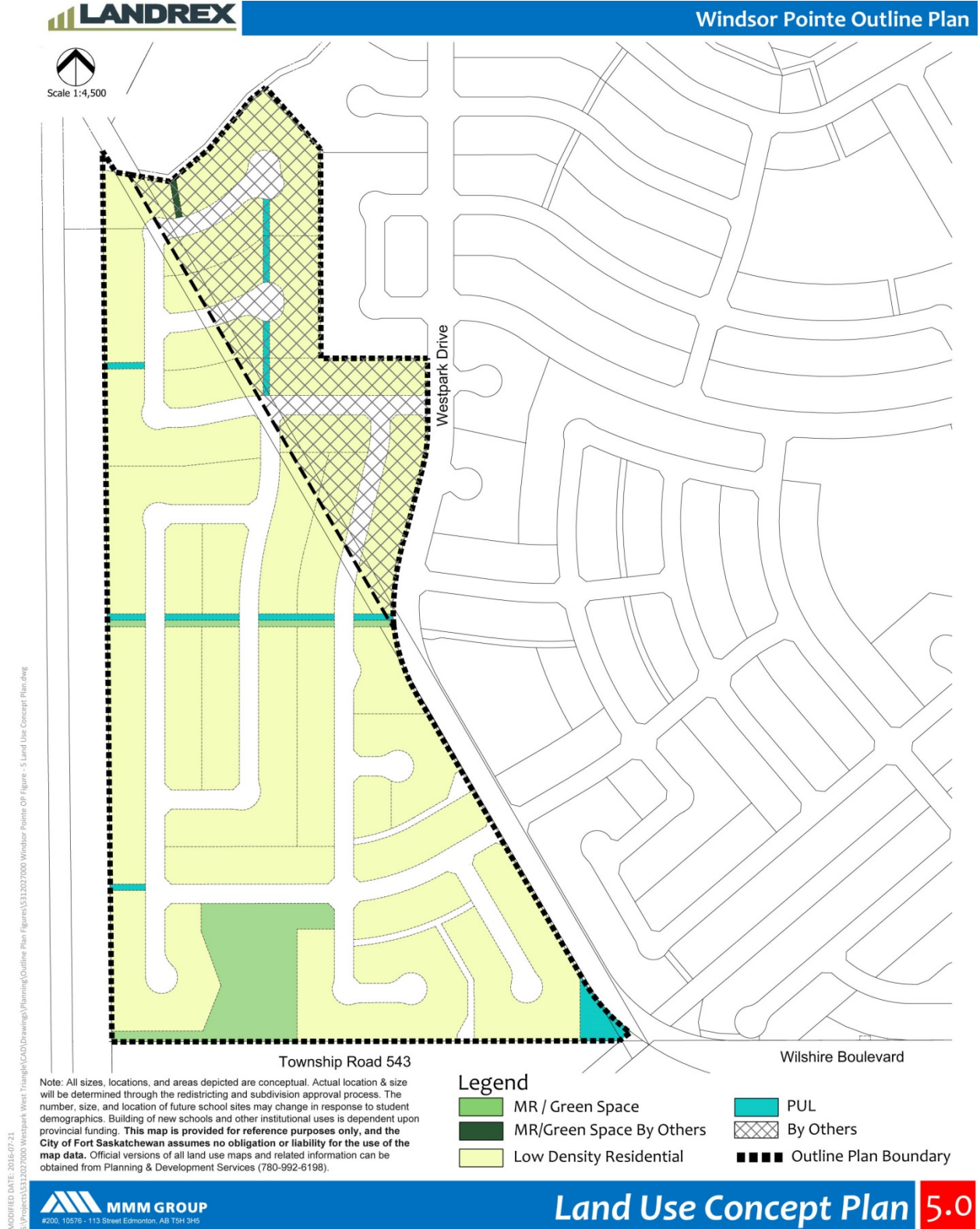
 Low Density Residential
 Medium Density Residential
 High Density Residential
 Park
 Potential School Site
 Urban Forest Corridor
 Top of Bank
 Power Line R/W

 Storm Water Management Facility
 Fort Saskatchewan Prairies Reserve
 Commercial
 Neighborhood Service
 Institutional
 Freeway
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Note: All size, locations, and areas depicted are conceptual. Actual location & size will be determined through the outline plan and subdivision approval process. The number, size, and location of future school sites may change in response to student demographics. Building of new schools and other institutional uses is dependant upon provincial funding.



Land Use Concept Plan 5.0



CITY OF FORT SASKATCHEWAN

Procurement Policy FIN-020-C

Motions:

1. That Council adopt Procurement Policy FIN-020-C.
2. That Council repeal Local Purchasing Policy FIN-011-C.

Purpose:

The purpose of this report is to present Procurement Policy FIN-020-C for adoption by Council.

Background:

On February 14, 2017, Council directed Administration to bring forward recommendations for updating the City's Local Purchasing Policy FIN-011-C to expand its content to include overall procurement activities for goods, services, and construction activities, including the treatment of local suppliers.

Public procurement is a complex and challenging issue at all levels of government. Effective policies balance the often conflicting need for timely receipt of goods and services with the need for and efficient use of public money. The leading municipal procurement practices engage with local vendors to acquire goods, services, and construction activities in a consistent, fair, and open manner to achieve the best value.

The review of the procurement policies and practices of a number of similar sized or regionally comparable Alberta municipalities, industry publications, and research articles identified the following best practices in procurement policies:

- public procurement processes should be fair, open, and transparent;
- procurement decisions should be based on best value, evaluated on a number of financial, and non-financial factors, including effects on the local economy, vendor experience and expertise, availability, and timeliness;
- the highest ethical standards are required to mitigate the risks of fraud, misappropriation of municipal assets, and litigation;
- emphasize engagement with local vendors; and
- establish thresholds where competitive procurement processes are required through request for quotations, request for proposals or invitations to tender.

Four of the 15 Alberta municipalities Administration reviewed included a local preference within their policy. In most cases, the local preference stated that the municipality may give preference to local vendors when all other criteria were equal. Our review did not identify any municipalities that that included a percent benefit in their policy for local vendors.

Procurement Policy FIN-020-C incorporates input from a number of sources, including internal stakeholders, the City's Strategic Plan, the Fort Saskatchewan Chamber of Commerce, and municipal best practices.

Plans/Standards/Legislation:

External and internal trade agreements including, the New West Partnership Trade Agreement ("NWPTA"), the Agreement on Internal Trade ("AIT"), and the Comprehensive Economic Trade Agreement ("CETA") impose a number of obligations on the City with respect to the procurement of goods, services, and construction activities.

Internal Implications:

Adoption of Procurement Policy FIN-020-C will require an update of the City's procurement procedures and practices and staff training. The Policy largely reflects the City's existing procurement practices, which should mitigate any short-term impacts.

As the City's procurement policies, procedures and practices become more complex, future consideration should be given to establishing a dedicated procurement business unit.

Procurement business units provide guidance to other departments on procurement or are responsible for procuring goods and services on behalf of the municipality. All of the municipalities we reviewed with populations greater than 30,000 have a procurement business unit incorporated into their organizational structure.

Recommendation:

Administration recommends that Council adopt Procurement Policy FIN-020-C and upon adoption, repeal Local Purchasing Policy FIN-011-C.

Attachment:

Procurement Policy FIN-020-C

File No.:

Prepared by:	Clayton Northey Manager, Accounting and Reporting	Date: April 5, 2017
Approved by:	Jeremy Emann Chief Financial Officer	Date: April 5, 2017
Approved by:	John Dance General Manager, Corporate Services	Date: April 5, 2017
Reviewed by:	Troy Fleming Acting City Manager	Date: April 5, 2017
Submitted to:	City Council	Date: April 11, 2017

PROCUREMENT

Date Issued: April 11, 2017

Mandated by: City Council

Current Revision: April 11, 2017

Cross Reference:

- Business Licence Bylaw C9-16

Next Review: April 11, 2020

Responsibility: Chief Financial Officer

PURPOSE

To establish a governance framework for the procurement of goods and services by the City.

POLICY

The City shall procure all goods and services necessary for the provision of municipal services through fair, publicly accountable, open, and transparent processes in compliance with governing legislation, bylaws, and trade agreements. The City shall engage with and may give preference to local vendors, but best value shall be the determining factor in all procurement decisions. Procurement decisions shall be made to support the City's strategic objectives and are assessed based on obtaining the best value for the City. The City is committed to acting ethically in its procurement activities in order to minimize the risks to the City.

DEFINITIONS

Best value - means the most advantageous balance of price, availability, quality, and serviceability identified through competitive procurement methods in accordance with stated selection criteria.

Conflict of interest - means when an employee or their relatives' private interests, usually of a financial or material nature, encounter a real or perceived conflict with that employee's public duties and responsibilities.

CFO - means the Chief Financial Officer of the City or any person acting in that capacity.

City - means the City of Fort Saskatchewan.

City Council - means the Mayor and Councillors of the City, both together and individually.

City Manager - means the Chief Administrative Officer of the City.

Employee - means an individual employed by the City on a permanent, temporary, or casual basis.

Goods - means in relation to procurement, moveable property (including the cost of installing, operating, maintaining, or manufacturing such moveable property) and includes supplies, materials, raw materials, products, equipment, and other physical objects of every kind and description whether in solid, liquid, gaseous, or electronic form.

Local vendor - means a vendor that maintains a permanent business premises within the City's corporate limits and holds a resident business licence issued pursuant to Business Licence Bylaw C9-16.

NWPTA - means the New West Partnership Trade Agreement, a trade agreement between Alberta, British Columbia, and Saskatchewan.

Procurement - means the acquisition by any means of goods or services for the provision of municipal services.

Relative - means: (a) any member of the same family by birth, marriage, common-law relationship or adoption; or (b) any business owned, directed or managed by an employee or any relative of an employee described in (a).

Services - means all services to be supplied, including construction and consulting.

Vendor - means any individual or business, in any form, who may from time to time conduct business with the City or submit bids, proposals, quotes, or tenders to the City.

GUIDING PRINCIPLES

Open and Fair Competition:

1. This Policy and the associated procurement procedures and practices of the City shall protect the City and give guidance to employees involved in procurement of goods or services by providing clear direction and accountability.
2. All procurements of goods or services by the City shall be fair and impartially conducted, free of real or perceived conflicts of interest, ensuring that qualified vendors have reasonable access to the City's business, that no vendor is arbitrarily excluded, and that there is reasonable competition for procurement opportunities to ensure that the City receives best value for needed goods and services.
3. Procurement of goods and services shall be conducted in an open and transparent manner, treating all vendors fairly, including dealing with vendor complaints, providing feedback to unsuccessful vendors upon request, and maintaining records on vendor's performance under contracts.

4. All procurement procedures and practices must be compliant with the NWPTA and other internal or external trade agreements, all legislation, regulations, City bylaws, and other relevant sources of law.

Best Value:

5. The City encourages the consideration of overall best value in the procurement of goods and services. The City will consider and evaluate the relevant financial and non-financial factors prior to commencing competitive processes. The City shall select the vendor that offers the best value consistent with the required quality and service.
6. Factors that shall be considered in determining best value should include, but are not limited to:
- Price, including delivery and implementation or set up costs;
 - Operating costs, including maintenance and life cycle costs;
 - Salvage value and disposal costs;
 - Availability and timeliness of delivery;
 - Quality, serviceability and warranties;
 - Vendor experience, expertise, capacity, and capability to meet predefined requirements;
 - References regarding past performance from other customers of the vendor and the City's previous experience with the vendor;
 - Value add benefits to the City;
 - Contributions to the local economy through supporting businesses and creation of job opportunities;
 - Environmental and ethical impacts of producing the goods and services, and the goods and services themselves.

Local Vendors:

7. The City shall engage with local vendors to enhance the understanding of doing business with the City and how best for local vendors to interact with the City to promote vendor's services and products. This will include, where reasonable, posting procurement opportunities on the City's website, notifications to vendors of current business opportunities, and other appropriate communication methods.
8. The City may give preference to local vendors when the procurement of goods or services are valued at less than the relevant thresholds prescribed in the NWPTA.
9. Notwithstanding Section 8, procurement decisions shall be decided based on the option that represents the best value to the City as defined in the Best Value Section of this Policy.

Ethical Practices:

10. The City is committed to acting ethically in its procurement practices.
11. Employees shall ensure specifications in procurement competitions shall be performance based, accurate, and clear.

12. Employees involved in establishing the specifications of needed goods or services, or the evaluation of a procurement competition must remain free of any real or perceived conflicts of interest with any vendor or potential vendor.
13. Employees shall disclose any real or perceived conflicts of interest with a vendor or potential vendor as soon as they become aware of the conflict. Such vendors will not be disqualified due to the existence of a conflict of interest provided that it is properly disclosed at the outset that the conflicted employee is removed from any portion of the vendor selection process.
14. The City may refuse to do business with vendors who do not act in good faith towards the City, whether by failing to live up to the terms and conditions of past or current agreements or contracts with the City.

GENERAL REQUIREMENTS

Thresholds:

1. Less than \$10,000	<ul style="list-style-type: none">• Verbal or written quotations from one or more vendor(s);• Use of normal invoice procedures, City corporate credit card or via a payment requisition;• A verbal or written request for quotation may be used.
\$10,000 – \$50,000	<ul style="list-style-type: none">• A written request for quotation must be sent to three or more vendors; or• A written request for proposal or invitation to tender may be used.
Greater than \$50,000	<ul style="list-style-type: none">• A written request for proposal or invitation to tender must be used;• Requests for proposals and invitations to tender must be advertised on Alberta Purchasing Connection (www.purchasingconnection.ca) and posted on the City's website;• A contract may be required.

Sole Source Procurements:

2. With the prior written authorization of the City Manager, the City may acquire goods, services, or construction through sole source procurements when there is only one available supplier of a required good, service, or construction that meets the City's needs or in the event of an emergency.
3. Notwithstanding the foregoing, in no case shall sole source procurements be used to avoid competition or discriminate between suppliers. Every reasonable effort should be made to negotiate to receive the best value for the City.

AUTHORITY / RESPONSIBILITY TO IMPLEMENT

1. City Council delegates procurement authority to the City Manager through the budget process and through Council resolutions and bylaws.

2. The City Manager shall delegate procurement authority to department directors, who may further delegate that authority to appropriate personnel, which shall be conducted in compliance with any procurement procedures and practices established by the CFO. The City Manager shall ratify any procurement procedures and practices established by the CFO.
3. The CFO shall establish procurement procedures and practices to provide for the application of this Policy, which shall be ratified by the City Manager, and shall be responsible for implementing and monitoring compliance with the procedures and practices. Procurement practices must protect the financial assets of the City through an effective, efficient, and flexible system of controls that ensure risks are managed prudently without impairing the City's ability to acquire the best value in the goods and services that it requires to deliver municipal services and achieve the City's strategic objectives.
4. Department directors are responsible for ensuring compliance with this Policy and the procurement procedures and practices within their departments, implemented by the CFO.

CITY OF FORT SASKATCHEWAN

Repealing of Council Policies

Motion:

That Council repeal the following Council policies as presented below.

	Policy Title	Assigned Number
1.	Internet Access	GEN-015-A
2.	Use of Wireless Communication Devices While Operating Mobile Equipment	GEN-019-A
3.	Computer Use	GEN-020-A
4.	Employee Recognition Award Program	HUM-001-A
5.	Local Authorities Pension Plan	HUM-015-A
7.	Respectful Workplace	HUM-024-A
6.	Attendance Management	HUM-026-A
8.	Health & Safety	SAF-001-A
9.	Drug & Alcohol	SAF-016-A
10.	Joint Occupational Health & Safety Committee	SAF-017-A
11.	Camping in Temporary/Overflow Locations	GEN-004-C
12.	Memorials	GEN-009-C
13.	Electronic Message Sign	GEN-018-C
14.	Administrative Group Benefits	HUM-002-C
15.	Service Awards	HUM-016-C
16.	Opted Out and Excluded Group Benefits	HUM-025-C
17.	Facility Users Insurance Requirements	GOV-003-C

Purpose:

To provide Council with information and recommendation to request a number of Council policies be repealed.

Background:

Following a review of the City's Council policies, a number were deemed to be primarily operational in nature. Those policies have been identified below, along with a summary of their intent. For those Council policies which are repealed, the documents would be re-formatted, approved by the City Manager, and circulated as Administrative policies.

Factors which are considered when presenting policies for Council approval include:

- whether the policy is mandated by the *Municipal Government Act* or other legislation;
- whether the policy involves matters with inherent liability risks, such as for roads and sidewalks;
- if there are financial impacts;
- if the policy is political in nature, or driven by Council; and
- if there are social impacts to the community;

Factors which are considered when recommending policies be approved administratively by the City Manager include:

- whether the matter is administrative in nature;
- focuses on operational decisions;

The first 10 policy summaries noted below were drafted and approved with the intent of being Administrative policies, however at the time they were approved by Council resolution. Given their operational nature and responsibility, Council support is requested for repealing the policies.

Policies 11 through 17 below were approved by Council resolution, however upon review are deemed to focus on operational matters and processes.

1. Internet Access – GEN-015-A
This policy provides guidance and acceptable practices for users of the City who require Internet access to carry out the duties of their position.
2. Use of Wireless Communication Devices While Operating Mobile Equipment – GEN-019-A
This policy focuses on an increased awareness for safety practices for City staff and contractors, who are operating City-owned vehicles, equipment, or personal vehicles while on City business.
3. Computer Use – GEN-020-A
This policy provides guidance and acceptable practices for individuals who require Internet access to carry out the duties of their position.
4. Employee Recognition Award Program – HUM-001-A
This policy provides information on the recognition of employees for their performance and achievements throughout the year.
5. Local Authorities Pension Plan (LAPP) – HUM-015-A
This policy clarifies that employees of the City shall be enrolled in LAPP, when appropriate.
6. Respectful Workplace – HUM-024-A
This policy provides clarity for the delivery of high quality public services, and promotes the expectation for respectful and responsible behavior from all City staff who interact with each other, as well as interact with external customers.
7. Attendance Management – HUM-026-A
This policy provides guidelines for managing City employee work attendance, as well as noting responsibilities of employees, supervisors, Human Resources, and the Leadership Team.
8. Health & Safety – SAF-001-A
This policy clearly identifies the City's philosophy for the protection of the health and safety of its employees and contractors.
9. Drug & Alcohol Internet Access – SAF-016-A
This policy provides the City's intent for maintaining a productive, safe, and healthy work environment, which could be impacted by use of drugs or alcohol. The policy also includes procedures for addressing the use of drugs and alcohol.
10. Joint Occupational Health & Safety Committee – SAF-017-A
This policy contains details for establishing the Joint Occupational Health and Safety Committee, which consists of a wide variety of City staff, who meet to discuss health and safety matters on behalf of the City and its employees.

11. Camping in Temporary/Overflow Locations – GEN-004-C

This policy identifies areas for temporary/overflow locations for camping during special events i.e., west parking lot at Harbour Pool, west parking lot at the Jubilee Recreation Centre when Turner Park campground is full. This policy is currently administered by Facility Bookings staff through the Recreation Department.

12. Memorials – GEN-009-C

This policy provides clarification on the ability for applicants to purchase commemorative memorials, such as plaques, benches, planters, or trees, for placement in the City. Currently, Administration receives and reviews applications to ensure any requests meet specifications, and based on the applicant's item of choice for the memorial, costs are charged accordingly.

13. Electronic Message Sign – GEN-018-C

This policy provides guidance for the placement of messages on the Dow Centennial Centre (DCC) electronic sign. This is an administrative responsibility, where staff from the DCC ensure appropriateness and consistency for the use of the electronic sign.

14. Administrative Group Benefits – HUM-002-C

This policy highlights the administrative benefits to City employees. The People Services Department coordinates benefits, such as sick leave, vacation entitlement, overtime, etc., for Administrative employees from within current resources. Should additional funding be required, a request would be presented to Council through the annual budget process.

15. Service Awards – HUM-016-C

This policy provides information on the recognition of employees for their performance and achievements throughout the year. Administrative service awards are administered by the People Services Department, within the perimeters of their budget. Should additional funding be required, this would be addressed through the annual budget process.

16. Opted Out and Excluded Group Benefits – HUM-025-C

This policy highlights the benefits for City employees who are in the "opted out and excluded group" category (i.e., employees who, based on their position, are eligible to accumulate overtime). The People Services Department coordinates benefits, such as sick leave, vacation entitlement, overtime, etc., for Administrative employees from within current resources. Should additional funding be required, a request would be presented to Council through the annual budget process.

17. Facility Users Insurance Requirements – GOV-003-C

This policy provides guidelines for obtaining insurance from renters of City facilities. This is a process which the City's Facility Booking staff use to ensure appropriate levels of insurance are obtained for bookings.

Recommendation:

That Council support repealing the 17 Council policies as noted in the report.

Attachments:

1. Internet Access – GEN-015-A
2. Use of Wireless Communication Devices While Operating Mobile Equipment – GEN-019-A
3. Computer Use – GEN-020-A
4. Employee Recognition Award Program – HUM-001-A
5. Local Authorities Pension Plan (LAPP) – HUM-015-A
6. Respectful Workplace – HUM-024-A
7. Attendance Management – HUM-026-A
8. Health & Safety – SAF-001-A
9. Drug & Alcohol Internet Access – SAF-016-A
10. Joint Occupational Health & Safety Committee – SAF-017-A
11. Camping in Temporary/Overflow Locations – GEN-004-C
12. Memorials – GEN-009-C
13. Electronic Message Sign – GEN-018-C
14. Administrative Group Benefits – HUM-002-C
15. Service Awards – HUM-016-C
16. Opted Out and Excluded Group Benefits – HUM-025-C
17. Facility Users Insurance Requirements – GOV-003-C

Prepared by: Brenda Molter
Director, Legislative Services

Date: April 5, 2017

Reviewed by: Troy Fleming
Acting City Manager

Date: April 5, 2017

Submitted to: City Council

Date: April 11, 2017

INTERNET ACCESS

Date Issued: October 1, 1997

Mandated by: Administration

Current Revision: April 29, 2016

Cross Reference: Internet Access Procedure GEN-015-A, Computer and Network Resources Acceptable Use Policy GEN-020-A

Next Review: January 1, 2019

Responsibility: Director, Information Technology

PURPOSE

To inform all users who require Internet access of their obligation to maintain the security and integrity of the City's data and systems when using the Internet for City business as referred to in the Computer and Network Resources Acceptable Use Policy GEN-020-A.

POLICY

The City recognizes Internet and email can be productive tools that enhance the City's ability to serve the residents of Fort Saskatchewan. As such, email and Internet access may be provided to users to aid in the fulfillment of their responsibilities and duties.

DEFINITIONS

City – the City of Fort Saskatchewan.

IT – the Information Technology Department for the City of Fort Saskatchewan.

User - an employee, elected official, contractor, consultant, intern, co-op placement, volunteer, technical support agency, or other authorized agent of the City of Fort Saskatchewan.

GUIDING PRINCIPLES

1. This Policy applies to all users of City email and Internet services.
2. Email and Internet services are to be used primarily for City business. Personal/Recreational use outside of regular works hours is permitted.
3. IT has the ability to access, read, monitor, intercept, copy, and delete communications and files on the City's network. However, IT may only do so when there is a legitimate business reason such



as violation of the law, a breach of security, or violation of City policies. Communications may be disclosed to third parties, including law enforcement, if deemed appropriate.

AUTHORITY / RESPONSIBILITY TO IMPLEMENT

The Director, Information Technology has the responsibility and authority to implement this Policy and to develop procedures to enact it.

City Manager (KK)

USE OF WIRELESS COMMUNICATION DEVICES WHILE OPERATING MOBILE EQUIPMENT

Date Issued: 28.Sept.2009

Mandated by: Administration

Current Revision: 13.Jan.11

Cross-reference:

Next Review Diarized: 01.Jan.2014

Responsibility: Information Systems
Director

POLICY

As an organization committed to safety, the City expects appropriate and safe usage of wireless communication devices by all City staff and contractors operating City-owned motor vehicles, mobile equipment or personal vehicles while conducting City-related business.

DEFINITIONS

- *wireless communication device* - any device capable of accessing, sending or receiving messages, or other information, either verbally or in written form. This includes cellular telephones, personal digital assistants (PDAs), laptop computers, smartphones, pagers, walkie-talkies and two-way radios.
- *mobile equipment* - any equipment that carries an operator and can be set in motion by operator action, for example cars, trucks, backhoes or loaders.
- *operating* - actively controlling a vehicle or other piece of equipment that is in motion or could be set in motion with a single movement.
- *hands-free device* - any accessory enabling wireless communication device usage without requiring the operator's hands.

GUIDELINES

1. (a) City employees and contractors are prohibited from:
 - (i) placing or receiving calls on wireless communication devices while operating mobile equipment; and
 - (ii) accessing or downloading information on wireless communication devices while operating mobile equipment. This includes reading, sending, responding to emails or text messages, or taking notes.
- (b) Notwithstanding Guideline 1(a):
 - (i) City approved hands-free or other devices installed and configured for hands-free use are permitted;
 - (ii) every reasonable attempt shall be made to limit the use of two-way radios and mike phones while operating mobile equipment. Conversations shall be kept as brief as possible or a passenger shall take the call; and

- (iii) use of wireless communication devices by any emergency personnel is permitted during the performance of their duties and arising out of and in the course of their employment. However, every reasonable attempt shall be made to limit the use of communication devices when not responding to an emergency.

- 2. General Managers are responsible for ensuring awareness and compliance with this policy.
- 3. Disciplinary action will be taken against those who contravene this policy.

PROCEDURES

- 1. If receiving a call on a wireless communication device, the employee must:
 - (a) first pull over and come to a complete stop at a safe location at the side of the road; or
 - (b) allow voice mail to take the message.
- 2. If placing a call, or accessing or downloading information on a wireless communication device, the employee must first pull over and come to a complete stop at a safe location at the side of the road.
- 3. Utilizing a "hands-free" device should be kept very brief in duration; do not attempt to have a lengthy or technical conversation. If the operator needs to, and it is safe to do so, pull the vehicle over and come to a complete stop at the side of the road before continuing with the conversation.
- 4. The operator's first responsibility is safe operation of mobile equipment.

City Manager (Original Signed by DD)

COMPUTER AND NETWORK RESOURCES ACCEPTABLE USE

Date Issued: October 12, 2010, Regular Council
Meeting Resolution R223-10

Mandated by: Administration

Current Revision: April 29, 2016

Cross Reference: Computer And Network
Resources Acceptable Use
Procedure GEN-020-A,
Computer Password Procedure
GEN-020-A2, Internet Access
Policy GEN-015-A

Next Review: January 1, 2019

Responsibility: Director, Information Technology

PURPOSE

The City of Fort Saskatchewan provides access to computing devices, information, and network resources for users to assist them in the performance of their accountabilities. This Policy defines acceptable uses for the technology resources provided to users in completion of their duties.

POLICY

Users shall conduct themselves in a professional manner when using the City's computer network and computing devices and when engaging in activity on social networks. Any use of the City's computer network, computing devices or any activity on social media shall uphold the reputation of the City.

DEFINITIONS

City – the City of Fort Saskatchewan.

Computing Devices – mobile communication and electronic devices such as, but is not limited to, computers, laptops, cell phones, smart phones and tablet devices as well as personal devices connected to the City network.

Social Network - an online community of people with a common interest who use a website or other technologies to communicate with each other and share information, resources, etc.

User - an employee, elected official, contractor, consultant, intern, co-op placement, volunteer, technical support agency, or other authorized agent of the City.

GUIDING PRINCIPLES

1. This Policy applies to the use of social networks, computing devices and information, and network resources.
2. Users shall sign an Acceptable Use Policy User Agreement (Schedule "A") acknowledging that they understand and agree to City policies and procedures relating to social media, computer, and network usage.

AUTHORITY / RESPONSIBILITY TO IMPLEMENT

The Director, Information Technology has the responsibility and authority to implement this Policy and to develop procedures to enact it.

City Manager (KK)

**SCHEDULE "A"****COMPUTER AND NETWORK RESOURCES ACCEPTABLE USE POLICY USER AGREEMENT**

Each user acknowledges their responsibility and agrees to follow the Acceptable Use Policy, procedures, and guidelines as follows:

1. to conduct themselves in a professional and business-like manner while using City owned computing devices, information, and network resources;
2. to conduct themselves in a professional and business-like manner while using personal devices;
3. to keep login credentials confidential and accept responsibility for all actions performed by their username;
4. to maintain a secure network environment;
5. to conform to Computer and Network Resources Acceptable Use Procedure GEN-020-A and Computer Password Procedure GEN-020-A2;
6. to use network resources and drive space responsibly;
7. to conform to the Internet Access Policy GEN-015-A;
8. to treat a remote access connection with the same consideration as the user's local workstation;
9. to keep current on Information Technology policies and procedures; and
10. to be aware of the risks associated with connecting their personal devices(s) to the City network, and that the City is not liable for any personal data loss.

I, _____ (please print name), have read the Internet Access Policy GEN-015-A, Computer and Network Resources Acceptable Use Policy GEN-020-A, Computer and Network Resources Acceptable Use Procedure GEN-020-A, Computer Password Procedure GEN-020-A2, and Electronic File Downloads Procedure GEN-020-A3. I understand and agree to abide by the terms and conditions as described in these documents. I also clearly understand that the City treats violations of its policies, procedures and guidelines, as described above, as serious offences, and that my employment with the City of Fort Saskatchewan may be terminated with cause if I violate those policies, procedures and guidelines.

Signature: _____

Position: _____

Department: _____

Date: _____

EMPLOYEE RECOGNITION AWARD PROGRAM

Date Issued: 26.Nov.1992

Mandated by: Administration

Current Revision: 22.Sep.2009

Cross-reference:

Next Review Diarized: 31.Jan.2013

Responsibility: EA to the City Manager

POLICY

The City recognizes its employees for:

- continued attempts to improve performance in daily operations throughout the year; and
- exceptionally outstanding achievements that occur either within or outside of the scope of the employee's job and that have the potential to promote the City's image.

DEFINITIONS

- *award* - a non-cash item.
- *employee* - an individual employed by the City.
- *exceptionally Outstanding Achievements* - extremely significant accomplishments that occur within the context of an employee going far beyond the call of duty.
- *nominations* - exceptionally outstanding achievements reported by local businesses, organizations, agencies, the general public or fellow employees.

GUIDELINES

1. **Recognition of Continued Attempts to Improve Performance in Daily Operations**
The value of this award will be determined by the City Manager on an annual basis.
2. **Recognition of Exceptionally Outstanding Achievements**
 - (a) There are no specific criteria to describe exceptionally outstanding achievements other than 'far beyond the call of duty' – each occurrence will be assessed on its own merit.
 - (b) The value of this award will not exceed the tax-free limit stipulated by Canada Revenue Agency for gifts and it will be purchased through a Fort Saskatchewan merchant.
 - (c) An employee is eligible to receive only one award per year.
 - (d) Final selection of award recipients is at the discretion of the City Manager.

3. Funds for all employee recognition awards will be budgeted and distributed through the City Manager's office.
4. **'Way-to-Go' Certificate**
Notwithstanding Guidelines 1 through 3, employees are encouraged to present a 'Way-to-Go' certificate to co-workers who accomplish day-to-day achievements related to good customer service.

PROCEDURES

1. **Recognition of Continued Attempts to Improve Performance in Daily Operations**
All employees will be recognized during the Lifestyles/Social Committee annual summer barbeque/picnic. Employees not available to attend the function will receive the award through inter-office distribution.
2. **Recognition of Exceptionally Outstanding Achievements**
 - (a) A select few exceptionally outstanding achievements, submitted by way of completed nomination forms available at City facilities, may be recognized and awarded during the organization's Annual General Meeting in January.
 - (b) Nomination Process
 - (i) Any person may submit a nomination depicting exceptionally outstanding achievement by a City employee, clearly identifying details including the date and place of occurrence. The nomination form is to be signed by the submitter.
 - (ii) The nomination form is to be forwarded to the nominated employee's respective department General Manager for assessment and confirmation of classification as exceptionally outstanding.
 - (c) Selection Process
 - (i) During a Leadership Team meeting early in January, all nominations classified by the General Managers as exceptionally outstanding during the previous calendar year will be reviewed collectively.
 - (ii) Only those nominations deemed exceptionally outstanding by majority vote of the Leadership Team will be considered for potential award.
3. **'Way-to-Go' Certificate**
Blank certificates will be available to all staff on the W drive in the 'Employee Recognition' folder or may be provided by each General Manager's Administrative Assistant.

LOCAL AUTHORITIES PENSION PLAN

Date Issued: 24.Jul.91

Mandated by: Administration

Current Revision: 01.Apr .11

Cross-reference:

Next Review Diarized: 01.Jan.14

Responsibility: Director, Human
Resources and Payroll Services

POLICY

All eligible City staff shall be enrolled in the Local Authorities Pension Plan (LAPP).

GUIDELINES

As per the agreement, eligibility criteria for our members of the plan are set out below:

- *full-time permanent* – the employee regularly works the normal hours per week specified for a particular position over the period of a normal working year. For some employee classifications, normal hours of work per week are 37.5 and for others the normal hours of work per week are 40.
- *part-time permanent* – the employee works fewer than the normal hours per week specified for the position but not less than 1000 hours over a normal working year. For purposes of this policy, permanent part-time status requires that the employee must be engaged for a minimum of three years of continuous service for not less than 1000 hours per year.

PROCEDURES

Detailed procedures for administration of Local Authorities Pension Plan enrollments and all other related information can be found at www.lapp.ab.ca.

City Manager (Original Signed by DD)

RESPECTFUL WORKPLACE

Date Issued:	23.Jun.2009	Mandated by:	23.Jun.2009-RCM
Current Revision:	23.Jun.2009	Cross-reference:	
Next Review Diarized:	23.Jan.2013	Responsibility:	Director of Human Resources & Payroll Services

POLICY

As an organization committed to the delivery of high quality public services, the City promotes and expects respectful and responsible behaviour of all its employees when interacting with each other and with customers during the course of City business.

DEFINITIONS

- *Complainant* - the individual who makes a complaint.
- *Discrimination* - refusing to provide an opportunity or benefit with respect to access to any term or condition of employment because of race, colour, religious beliefs, gender, physical disability (except in situations where a specific ability is a requirement of the position), sexual orientation, mental disability, marital status, family status, age, ancestry, place of origin or source of income. The behaviour giving rise to a complaint of discrimination need not be intentional in order to be considered discrimination.
- *Harassment* - when an individual is subjected to unwelcome verbal or physical conduct because of race, colour, religious beliefs, gender, physical disability, sexual orientation, mental disability, marital status, family status, age, ancestry, place of origin or source of income. Examples of harassment which will not be tolerated include verbal or physical abuse, threats, derogatory remarks, jokes, innuendo or taunts which allude to any of the above categories. The City also will not tolerate the display of pornographic, racist or offensive signs or images, practical jokes that result in awkwardness or embarrassment, whether indirect or explicit.
- *Personal harassment/bullying* - hurtful and/or disrespectful treatment of people by yelling or ridiculing, undermining an individual or groups with vindictive or humiliating words or acts, including malicious exclusion, and any acts of intimidation including stalking.
- *Prohibited behaviour* - discrimination, harassment, personal harassment/bullying or sexual harassment.
- *Respect* - to demonstrate regard for the rights of others.
- *Respondent* - the individual who the complainant alleges has engaged in prohibited behaviour.
- *Sexual harassment* - any unwelcome behaviour that is sexual in nature. Sexual harassment includes such things as unwanted touching (e.g. pinching, patting, rubbing), leering, sexist or dirty jokes, the display of sexually suggestive materials, derogatory or degrading comments, sexually suggestive gestures and unwelcome propositions, innuendos, demands or inquiries of a sexual nature. Unwanted sexual advances, unwanted requests for sexual acts and other verbal or physical conduct of a sexual nature constitute sexual harassment when:
 - such conduct undermines another individual's personal dignity by causing embarrassment,

- discomfort, humiliation or offence;
 - such conduct interferes with an individual's work performance or learning opportunities by creating an intimidating or hostile work or learning environment;
 - submission to such conduct is made either explicitly or implicitly a term or condition of employment or of educational services; or
 - submission to or rejection of such conduct affects decisions regarding that individual's employment including matters such as promotion, salary, benefits, job security, grades or employment references.
- *Zero tolerance* - strict application of rules.

GUIDELINES

1. The City is obligated to protect all employees from prohibited behaviour during City related activities.
2. The City forbids prohibited behaviour and expects complaints of prohibited behaviour to be investigated in a timely and respectful manner.
3. It is the responsibility of all employees, volunteers and contractors:
 - (a) to contribute to creating a positive work environment; and
 - (b) for creating and maintaining a work environment that is free of prohibited behaviour by:
 - (i) being polite, courteous and respectful to others;
 - (ii) open, honest and timely communication;
 - (iii) bringing forward concerns as soon as they arise; and
 - (iv) respecting and supporting the complaint process and the timeframe required to resolve complaints.
4. The Leadership Team will:
 - (a) communicate zero tolerance for behaviours that contravene the intent of this policy; and
 - (b) review to ensure consistent application of the complaint process.
5. Supervisors are responsible for creating, supporting and maintaining a positive work environment. This means, but is not limited to, informing themselves and informing staff about the content of this policy and supporting an awareness of prohibited behaviour in general. Supervisors shall be a role model in building and maintaining a workplace that is respectful by treating complaints as a serious matter and following up quickly.
6. Appropriate action will be taken against those whose behaviour contravenes this policy.

PROCEDURES

1. Individuals who experience perceived prohibited behaviour are strongly encouraged to take direct action by advising the respondent at the earliest time possible that his/her actions are of concern or offensive. The potential complainant may choose to communicate dissatisfaction or concern to the respondent in writing, rather than communicating verbally. Complainants using this process should keep a record of all incidents of prohibited behaviour and the way in which they were handled. This record will help the accurate reflection of events and how they were managed over time.

2. **Informal Complaint**

If a complainant is not comfortable confronting the respondent or if the actions do not stop after the complainant has confronted the respondent, the next step is to proceed with an informal complaint. This means that the complainant will approach a third party to help find a resolution to the complaint. CUPE members are advised to contact their union to ensure compliance with the CUPE Equality Statement and Membership Oath of Obligation. The following individuals can also assist by providing information about the process for dealing with an informal complaint:

- (a) supervisor;
- (b) respondent's supervisor;
- (c) section Superintendent or Director;
- (d) Director of Human Resources and Payroll Services; or
- (e) Department General Manager

Every attempt shall be made to resolve the complaint informally. For example, any of the parties listed above may intervene on the complainant's behalf by arranging for the complainant and respondent to come together to resolve the complaint, arranging for mediation or by advising the complainant of other options.

If this does not successfully resolve the informal complaint, the complainant may choose to initiate a formal complaint. It is not necessary to initiate an informal complaint before initiating a formal complaint. If a formal complaint is initiated, it supersedes an informal complaint.

At any time after the initiation of an informal complaint, the complainant may request that no further action be taken. The complainant still has the option of initiating a formal complaint at any time within one month of the incident. The respondent has the right to request a timely investigation if an informal complaint is initiated, whether or not the complaint is pursued or dropped.

3. **Formal Complaint**

A formal complaint is made in writing and is filed with the Director of Human Resources and Payroll Services within one month of the incident or being made aware of the incident. Under exceptional circumstances, the City Manager may accept a formal complaint filed more than one month after the incident. The Director of Human Resources and Payroll Services shall review the formal complaint to ensure that it is complete and that a formal complaint is the most appropriate process for achieving resolution. After determining that a formal complaint is complete and not vexatious, the Director of Human Resources and Payroll Services shall promptly inform the City Manager, Corporate Services General Manager, respondent and supervisor of the complainant about the formal complaint. If the complainant is not satisfied with the decision made by the Director of Human Resources and Payroll

Services regarding whether the complaint should go forward, the complainant may appeal to the City Manager whose decision will be final. In the case of a complaint relating to the City Manager, the complainant may appeal to Council who decision will be final.

To move the complaint forward, an investigator shall be arranged by the Director of Human Resources and Payroll Services. Reasonable efforts will be made to find a mutually acceptable investigator but if this is not possible, the City Manager will appoint an investigator.

Attempts to resolve the formal complaint through conciliation or mediation may continue throughout the investigation provided that both the complainant and the respondent agree.

4. Investigation

An investigation will begin either through a formal complaint or by actions witnessed and observed by a co-worker, supervisor or bystander.

The investigator shall:

- (a) request a detailed written statement from the complainant. Should the complainant prefer, the investigator shall interview the complainant. If the complainant provides a written statement, the investigator will follow up with an interview of the complainant.
- (b) provide the respondent with the complainant's written statement and/or written summary of the interview. The respondent shall be invited to make a written response, or if the respondent prefers, to respond orally to the investigator. Conversely, the complainant shall be provided with the respondent's written statement and/or written summary of the interview and have an opportunity to respond orally or in writing to the investigator.
- (c) interview the complainant and respondent as necessary.
- (d) interview any other persons and gather such other materials as may be necessary to conclude the investigation.
- (e) produce a report of fact relating to the formal complaint made. If there is evidence that the complaint was vexatious, a deliberate attempt to avoid supervision or malicious, this should be indicated in the report.
- (f) provide a report of fact relating to the formal complaint to the supervisor(s), complainant, respondent and Director of Human Resources and Payroll Services within sixty days of the filing of the formal complaint. The Director of Human Resources and Payroll Services may extend the timeline for the submission of the report. The complainant and respondent may then submit a response in writing to the Director of Human Resources and Payroll Services within ten working days of receiving the investigator's report. The report will indicate whether or not there is evidence to support the complainant.

All parties are expected to co-operate with the investigator by being forthcoming, honest and respectful.

5. Outcome

If an investigation reveals evidence to support the complaint of prohibited behaviour, the respondent will be disciplined appropriately. Discipline may include one or more of the following:

- (a) direction to make a formal apology;
- (b) a written reprimand;
- (c) referral to counselling;
- (d) suspension or termination; or
- (e) any other measures as determined appropriate by the City Manager.

If an investigation does not find evidence to support the complaint of prohibited behaviour, there will be no documentation concerning the complaint placed on the respondent's file.

Regardless of the outcome of the investigation, if the complaint was made in good faith, and is not found to be vexatious, the complainant will not be disciplined.

The complainant and anyone who provides information will be protected from any form of retaliation from either co-workers or superiors under this policy.

The foregoing does not prohibit a person who is subjected to prohibited behaviour (employee, volunteer or contractor) from making a complaint directly to the local police detachment if the matter is perceived to be of a criminal nature or to the Alberta Human Rights and Citizenship Commission Phone 780-427-7661 or toll-free within Alberta 310-0000 and then enter the phone number.

6. Confidentiality and Privacy of Information

All persons are urged to keep complaints confidential. The City will make reasonable efforts to respect the confidential nature of a complaint made under this policy. However, anonymity and complete confidentiality cannot be guaranteed once a complaint is made. Information collected and retained as part of an investigation may be subject to release as part of a legal process or under the *Freedom of Information and Protection of Privacy Act*.

To respect the requirements of legislation and the requirement that the complaint process be fair to all parties, the following general principles will guide the release of written information by the City:

(a) GENERAL PRINCIPLES OF ENTITLEMENT TO INFORMATION

- (i) A complainant and a respondent have the right to their personal information.
- (ii) A complainant and a respondent have the right to see written statements, information or reports related to the complaint process.
- (iii) Individuals referred to in a written statement, information or report have the right to know what has been said about them and by whom.

(b) EXCEPTIONS TO THE ENTITLEMENT TO INFORMATION

- (i) A complainant or a respondent does not have the right to see personal information about each other or about a third party that is not directly related to the complaint.
- (ii) Where the City Manager or delegate (including the investigator):
 - (a) determines, in accordance with the *Freedom of Information and Protection of*

ADMINISTRATIVE POLICY



HUM-024-A

Privacy Act, that disclosure of personal information will constitute an unreasonable invasion of a third party's personal privacy; or

- (b) reasonably believes that disclosure of information will imperil the safety of an involved individual.
- 7. Human Resources will support managers, supervisors and employees in resolving complaints and providing awareness, education and training to the organization on this policy.
 - 8. This policy will govern all employees, volunteers and contractors except in situations where process differs from and is specifically stated in the collective agreement for those staff belonging to C.U.P.E. Local 30.
 - 9. This policy shall be provided to new staff members at new employee orientations conducted by Human Resources.

City Manager (Original Signed by DD)
vrf/HUM-024-C.DOC/LN-PolicyManual-HumanResources

ATTENDANCE MANAGEMENT

Date Issued: 12.Oct.2010

Mandated by: Administration

Current Revision: 12.Oct.2010

Cross-reference:

Next Review Diarized: **01.Jan.2013**

Responsibility: Director of Human
Resources, Payroll and Health and
Safety Services

POLICY

The City of Fort Saskatchewan is committed to managing Employee attendance through a positive, supportive environment that promotes the best possible attendance in order to provide quality, best value municipal services.

DEFINITIONS

- *absence* - an incident of non attendance at work.
- *acceptable Average* - the number of incidents or days of non-culpable absences over a defined period of time.
- *attendance Management Program* - the guidelines and procedures to support optimum attendance at work and address non-optimum attendance at work.
- *culpable absence* - an unauthorized absence.
- *disability absence* - a category used to define absences that result from an identified condition of disability.
- *non-culpable absence* - an authorized absence.
- *undue hardship* - the limit by which the Employer is not expected to accommodate, usually related to the inability to sustain the economic or efficient cost of accommodation.

GUIDELINES

Employee absence is an expected factor at the workplace, however, this does not mean that all absences should be regarded as inevitable and accepted passively. The Employer recognizes the cost, increase disruption and burden on co-workers caused by uncontrolled absenteeism. The ability to meet the needs of citizens and customers can be greatly reduced if levels of workplace absence are unacceptably high. In order to provide a high level of service, the City of Fort Saskatchewan depends on the contribution of its Employees and their regular attendance is essential to the achievement of this goal. Employees have a responsibility to fulfill the duties for which they were employed unless prevented from doing so for legitimate reasons. Fostering an attendance culture is a key component of ensuring that the organization meets its performance and accountability obligations to deliver a quality service and therefore the City of Fort Saskatchewan supports the Attendance Management Program.

Human Resources monitors trends and patterns in determining what the City of Fort Saskatchewan will consider as an acceptable average of non-culpable absences and once an individual is identified as exceeding this average, they will be placed in the Attendance Management Program. The Employer



considers an acceptable average of absenteeism as 6 days/year, however the details of each situation must be considered.

The City of Fort Saskatchewan's Attendance Management Program has been developed to assist Supervisors in managing attendance. It does not intend to diminish the provisions of the collective agreement nor does it intend that Employees incapacitated due to illness or disability be influenced to work if unable to do so.

The Attendance Management Program provides an overview of the roles and responsibilities of the various parties involved in attendance management, defines the various types of absences, focuses on how to identify an attendance problem and outlines the counseling process to be used in assisting Employees overcome their absenteeism challenges. The objectives of the Attendance Management Program are:

- To promote optimal and consistent attendance at work.
- To raise awareness of the importance of good attendance.
- To promote an atmosphere of mutual respect, fairness and concern.
- To provide a framework for responding to excessive absenteeism.
- To assist individual Employees overcome difficulties which adversely affect consistent attendance and to help prevent absenteeism problems from escalating.

Attendance management is the function of many individuals, and its success is dependent upon the commitment of all participants. Outlined below are some of the key responsibilities of the various groups who will impact the success of the program.

It is the responsibility of the **Employee** to:

- Maintain a record of optimum attendance by attending work as assigned.
- Follow established reporting procedures.
- Schedule medical and dental appointments during non-work hours whenever possible.
- Advise Supervisor of any disability that prevents them from maintaining optimum attendance.
- Identify barriers to optimum attendance.
- Comply with reasonable requests to provide medical evidence.
- Participate in a plan to improve attendance with the Supervisor.

It is the responsibility of the **Supervisor** to:

- Use the Attendance Management procedures to manage Employee attendance.
- Raise awareness about the importance of consistent attendance.
- Communicate the Employer's attendance expectations to Employees.
- Advise Employees of proper procedures for reporting absences.
- Ensure completion and maintenance of accurate attendance records.
- Monitor and assess attendance statistics consistently.
- Exhibit concern for the Employee's well being.
- Maintain appropriate contact with Employee while on medical leave.
- Assist Employees by ensuring they are aware of the services available through the Employee Assistance Program.



It is the responsibility of **Human Resources** to:

- Provide advice to Supervisors concerning matters related to attendance management.
- Assist in carrying out the necessary stages of the program as required.
- Interpret existing policies and the collective agreement to ensure proper application.
- Assist in the development of return-to-work options.
- Guide and assist Employees to access benefits available to them.
- Liaise with Workers' Compensation, Alberta Blue Cross and other benefit providers when appropriate.

It is the responsibility of the **Leadership Team** to:

- Be accountable for the attendance levels within their department.
- Offer support to Supervisors in the consistent application of attendance management.
- Reinforce the value the Employer places on regular attendance and support the program.

Absences that will require some type of Employer intervention are split into two distinct categories; Non-Culpable and Culpable. It is essential that we differentiate between these two types of absences, record them separately and resolve them differently. For instance, disciplinary measures may only be used to address absences that are determined culpable. Counseling measures are used to address non-culpable absences and are designed to be constructive and assist Employees reduce their level of absenteeism.

Non-Culpable Absence

Situations where an Employee is away from work too frequently and yet has genuine and documented reasons for the absences are presumed to be non-culpable. Although the Employee may be capable of doing the job when at work, the excessive absences create problems for the Employer. As a result, the Employee is not fulfilling the requirements of the employment contract. It is important to note that non-culpable absenteeism is not corrected in a disciplinary fashion but through education and assistance.

Examples of non-culpable absences may include:

- Excessive sick leave, with or without pay, even with medical certification.
- Excessive outside appointments during working hours.
- Excessive absences from work to deal with ongoing family problems.

Disability Absence is a category used to define absences that result from an identified condition of disability. These absences are considered to be non-culpable. Supervisors should consult with Human Resources in these situations to address opportunities for accommodation. Employers are required to accommodate Employees with a disability, within the meaning of the legislation, to the point of "undue hardship". This type of absenteeism may also require special, personalized attendance goals which may be below the norm as part of the employment accommodation.

Culpable Absence

These are unauthorized absences which are within the Employee's control and may warrant a disciplinary response, however, only after consultation with Human Resources is discipline to be contemplated. The following are situations of culpable absence:

- Excessive lateness.
- False explanation for an absence.
- No reason is provided for the absence.
- Unsubstantiated absences, where evidence of the reason is required.
- The reason for the absence is not legitimate.



Supervisors have a right to expect regular attendance by Employees, however, it is important to recognize that most absences are legitimate. Nevertheless, any absence is potentially disruptive for a section/department and Supervisors should be concerned about every instance of absence. Furthermore, excessive absence is a strong indication that a problem may exist. The way in which a Supervisor deals with Employee absences will play a critical role in effective attendance management and the prevention of attendance problems from escalating.

PROCEDURES

Identifying attendance problems begins with monitoring the attendance of all Employees periodically and in a consistent manner. Promoting and maintaining regular attendance and assisting Employees overcome difficulties which reduce consistent attendance is dependent on early identification of attendance problems. In this regard, it is essential that Supervisors keep up-to-date records of Employee leave, as well as, monitor attendance regularly. "Appendix 1" includes a sample attendance record which can be used to document the various types of Employee absences. "Appendix 2" is an attendance profile which can be used to help Supervisors note important information about absences (i.e. provided doctor's note etc.) Supervisors need to keep in mind that certain absences are excluded from statistics used to calculate absenteeism rates for the purposes of attendance management. These absences still need to be recorded; however, they should not be included when calculating an Employee's absenteeism. Some of these include:

Authorized Vacation	Banked Overtime Leave	Bereavement Leave
Witness/Jury Duty	Pregnancy Leave	Parental Leave
Family Sick Leave	Suspension	Approved Union Business

We must also ensure that those absences which are identified as culpable form part of the attendance record; although they are not included when calculating an Employee's non-culpable absenteeism rate. It is important that culpable absences are dealt with in accordance with the principles of progressive discipline. The process for the management of culpable absenteeism is outlined in "Appendix 5". After removing the above-noted absences, the total remaining absences/year is compared against the Employer average. The Human Resources department maintains statistics on the Employer's average absenteeism rate. This is based on section and department data provided to Human Resources via Leave and Attendance forms.

When an Employee's absenteeism record exceeds the Employer's acceptable average, this signals that there is *potential* attendance issue that requires attention. At this point the Supervisor needs to review all available information to determine the appropriate course of action. It is important to recognize that each Employee and situation is different and that each case must be assessed independently with some consideration and flexibility given to the particular circumstances. Therefore, once we have identified that there is a potential attendance issue, we must consider all available information before deciding how to best intervene.

The number of incidents of absence and length of absence are important in determining the approach that should be taken in handling attendance issues. For example, one (1) incident of twenty (20) days absence due to a bona fide illness is handled differently than twenty (20) separate incidences of one (1) day each. All absences have an adverse impact on a section/department; however, a single, lengthy episode will not usually be categorized as problem absenteeism where an Employee's previous attendance record has been good and is expected to return to acceptable levels after the current absence issue is resolved. You will need to assess whether it was an isolated illness or injury which has caused a spike in an otherwise acceptable attendance record. It should be noted that an Employee's absences from work does not necessarily constitute problem absenteeism simply because they have an



above average number of absences. It is the Supervisor's responsibility to review the available information and assess whether an absenteeism problem exists.

There are five stages in the counseling process to address *non-culpable attendance* issues, in addition to the initial interview, which are designed to raise awareness about an Employee's attendance problem and to encourage improvement. The objective is that through the encouragement and support of the Supervisor and the use of available resources, the Employee can be successful in achieving and maintaining an acceptable level of attendance. There are a number of points that may apply which are common to each stage:

- Any stage of the process can be extended, repeated or suspended all together if circumstances warrant, such as sufficient attendance improvement noted.
- If the attendance record continues to improve and the Employee achieves and maintains an acceptable level for a period of 12 months, then the attendance problem is considered resolved. The Employee is commended on their success and is removed from the program.
- If the Employee, after having been removed from the program, is required to re-enter the program, the process re-starts at the initial interview.
- **If the Employee indicates at any step that there is a medical condition or disability contributing to their attendance challenges then the Supervisor should discuss the situation with Human Resources so that appropriate steps can be taken.**

In instances where an attendance concern has been identified, the Supervisor will need to meet formally with the Employee to address the attendance issue. Many attendance issues are resolved during the initial-interview phase and, in such cases, the Supervisor continues to encourage the Employee and provides on-going monitoring and feedback. In other cases, the Employee shows no improvement and absences continue to be excessive. A series of subsequent meetings may be required in these situations in order to facilitate a solution to the attendance problem. What follows is an outline of procedures for Supervisors dealing with non-culpable attendance issues. It is important to note that:

- These guidelines should be administered with flexibility and discretion in order to allow the Supervisor to deal effectively with numerous types of attendance issues that may arise. For instance, in some situations it may be advisable to repeat one or more of the stages.
- The sample letters provided in "Appendix 4" are offered as guides to assist the Supervisor in letter preparation and, as such, may require editing to be suitable for a specific situation.
- Supervisors should be aware that unionized Employees have the right to union representation at meetings, if requested by the Employee.
- Supervisors should be cautious when dealing with disability absences. The Supervisor will need to consider whether accommodation is the appropriate response. Supervisors should contact Human Resources for assistance when dealing with such absences.
- Human Resources and Health and Safety representatives are available to provide assistance and advice throughout the process.

Below you will find each of the counseling stages explained and the process by which an Employee progresses through the stages.

The Initial Interview

Once the Supervisor identifies a situation of excessive absence, the Supervisor needs to arrange to meet with the Employee in order to ensure the Employee is aware of the concern and discuss ways to improve the situation (see "Appendix 3"). The interview should focus on discussing the attendance concern only, not other issues. The Supervisor explains that the interview has been scheduled because a review of the Employee's attendance profile has raised some concerns. As well, the Supervisor points out that when an



Employee is away there is an impact on the section/department. This impact, depending on the particular circumstances, **may** include:

- Increased work load for others (which affects staff morale).
- Decreased quality of service.
- Unmet deadlines.
- Overtime.

It is important during this first meeting for the Supervisor to review the Employer's policy on attendance management with the Employee. When the Supervisor takes a professional and positive approach to the interview and communicates with tact and sincerity, the Employee is encouraged to view the meeting as a sincere attempt to resolve the attendance issue. It is important that the Employee be engaged in determining the solution. In situations where it seems appropriate, the Supervisor can offer assistance by describing services that may help such as, the Employee Assistance Program (EAP).

Personal problems can affect the physical and emotional well-being of an Employee. The Supervisor should be vigilant as to indications that Employees are experiencing personal problems, particularly when these appear to be affecting their attendance or performance, however the EAP service is voluntary and therefore a Supervisor cannot force an Employee to seek help from the EAP. Furthermore, Supervisors should be aware that, if requested, unionized Employees have the right to union representation at any of the counseling meetings.

The interview concludes with a mutual plan. This will include:

- Outlining the problem and the plan for correcting it.
- Describing future goals; expectations and timeframe for improvement (usually 3 months).
- Monitoring Employee attendance during the defined timeframe.

The initial interview is considered an informal meeting to raise awareness about the attendance problem. As a result no formal letter is issued unless the Employee progresses to Counseling Stage 1 after the initial monitoring period. It is important for the Supervisor to ensure that the Employee feels future discussions are welcomed and that the door is open if difficulties arise. The Employee's absenteeism record is monitored over the next 3 months following the initial interview. The Employee's progress will dictate the next course of action.

If the Employee's attendance improves:

- a) Inform the Employee that their attendance will continue to be monitored periodically and that the initial improvement is encouraging.
- b) If the Employee maintains one year of satisfactory attendance, acknowledge the Employee in writing (see "Appendix 4") and revert to standard attendance monitoring used for all Employees.
- c) If the Employee's absenteeism record deteriorates before they have attained one year of satisfactory attendance, the Supervisor can repeat this stage of the process, or proceed to the next stage, depending upon the circumstances.

If there is no consistent attendance improvement:

- a) Proceed to Counseling Stage 1.

Counseling Stage 1

At this stage the Supervisor will:

- Meet with the Employee to review the attendance record following the monitoring period.
- Re-emphasize the attendance expectations.
- Assist the Employee in identifying other resources which may be of benefit, such as the EAP.
- Communicate to the Employee that their attendance will continue to be monitored.
- Confirm the attendance issues and expectations for improvement in writing (Stage 1 concern letter, "Appendix 4").

The Employee's absenteeism record is monitored over the 3 months following the Stage 1 meeting. The Employee's progress will dictate the next course of action.

If the Employee's attendance improves:

- a) Acknowledge the improvement with a letter to the Employee (Improvement letter format, "Appendix 4").
- b) Continue to monitor the attendance record every three months.
- c) If the Employee maintains one year of satisfactory attendance, acknowledge the Employee and remove the Employee from the program (1-year sustained improvement letter, "Appendix 4").
- d) If the Employee's absenteeism record deteriorates before they have attained one year of satisfactory attendance, the Supervisor can repeat this stage of the process, or proceed to the next stage, depending upon the circumstances.

If there is no consistent attendance improvement:

- a) Proceed to Counseling Stage 2.

Counseling Stage 2

In certain cases, there may be no sustained improvement after two interventions by the Supervisor. In these instances, the Supervisor will:

- Meet with the Employee to review the attendance record, re-emphasize the attendance expectations, and recommend other resources.
- Suggest that the Employee seek a medical assessment and encourage discussion about other ways to improve attendance.
- Advise the Employee that there is a continuing concern regarding attendance, and emphasize that improvement is required during the next three-month review period (Stage 2 concern letter, "Appendix 4").
- Confirm the attendance issues and expectations from improvement in writing.

The Employee's absenteeism record is monitored over the 3 months following the Stage 2 meeting. The Employee's progress will dictate the next course of action.



If the Employee's attendance improves:

- a) Acknowledge the improvement with a letter to the Employee (Improvement letter, "Appendix 4").
- b) Continue to monitor the attendance record every three months.
- c) If the Employee maintains one year of satisfactory attendance, acknowledge the Employee and remove the Employee from the program (1-year sustained improvement letter, "Appendix 4").
- d) If the Employee's absenteeism record deteriorates before they have attained one year of satisfactory attendance, the Supervisor can repeat this stage of the process, or proceed to the next stage, depending upon the circumstances.

If there is no consistent attendance improvement:

- a) Proceed to Counseling Stage 3.

Counseling Stage 3

At this stage the Supervisor will:

- Meet with the Employee to once again review the attendance record and the attendance expectations.
- Recommend the Employee seek out other resources to assist the Employee in addressing the attendance difficulties.
- Advise the Employee that if there is no improvement in the next 3 month period, the Employer will be required to take further action (Stage 3, concern letter, "Appendix 4").
- Confirm the attendance issues and expectations for improvement in writing.

The Employee's absenteeism record is monitored over the 3 months following the Stage 3 meeting. The Employee's progress will dictate the next course of action.

If the Employee's attendance improves:

- a) Acknowledge the improvement with a letter to the Employee (improvement letter, "Appendix 4").
- b) Continue to monitor the attendance record every three months.
- c) If the Employee maintains one year of satisfactory attendance, congratulate the Employee and remove the Employee from the program (1-year sustained improvement letter, "Appendix 4").
- d) If the Employee's absenteeism record deteriorates before they have attained one year of satisfactory attendance, the Supervisor can repeat this stage of the process, or proceed to the next stage, depending upon the circumstances.

If there is no consistent attendance improvement:

- a) Proceed to Counseling Stage 4.

Counseling Stage 4

If there is no improvement in the 3 month period following the Stage 3 meeting, the process includes two meetings with the Employee.

At the preliminary meeting the Supervisor will:

- Ensure that unionized Employee brings along a union representative to the meeting.
- Advise the Employee of the seriousness of the attendance concerns.



- Review the Employees past attendance record and the reasons why the Employee has reached this stage.
- Ask the Employee to seek a medical assessment to determine their capability of maintaining regular attendance at work.
- Provide the Employee with a letter to take to their doctor.
- Inform the Employee that they will be required to attend a follow-up meeting to discuss the outcome of the medical assessment once received and reviewed by Human Resources.
- Advise the Employee to bring a union representative to the follow-up meeting (if the Employee is unionized).
- Confirm the attendance issues and expectations for improvement in writing.

If the Employee refuses to provide the required medical information or the information indicates that regular and consistent attendance cannot be expected:

- The Supervisor, General Manager and Human Resources, in consultation with the City Manager or C.U.P.E. representatives where appropriate, will meet to review the case and determine the appropriate options and course of action.
- Once a decision has been made by the Employer, a follow-up meeting is held to advise the Employee of the action that will be taken.

If the Employee provides medical information indicating that there is no medical condition which would prevent regular and consistent attendance from work, a follow-up meeting proceeds as follows.

- Give the Employee another opportunity and advise the Employee that his/her attendance will be monitored over the next 3 months.
- Advise the Employee that he/she has reached the final stage of the counseling process and that if the attendance expectations are not met and sustained for a period of 12 months, termination will be considered.
- Document the attendance concerns and expectations for sustained improvement in a letter (Follow-up to Stage 4 meeting, "Appendix 4").

The Employee's absenteeism record is monitored over 3 months following the Stage 4 meeting. The Employee's progress will dictate the next course of action:

If the Employee's attendance improves:

- (a) Acknowledge the improvement with a letter to the Employee (improvement letter, "Appendix 4").
- (b) Continue to monitor the attendance record every three months.
- (c) If the Employee maintains one year of satisfactory attendance, congratulate the Employee and remove the Employee from the program (1-year sustained improvement letter, "Appendix 4").
- (d) If the Employee's absenteeism record deteriorates before they have attained one year of satisfactory attendance the Supervisor, General Manager and Human Resources meet to determine whether to repeat this stage of the process, or proceed to Stage 5.

If there is no consistent attendance improvement:

- (a) Proceed to Counseling Stage 5.

Counseling Stage 5

If the counseling provided at Stage 4 does not yield the necessary attendance results then the Supervisor meets with Human Resources to discuss the termination process and assess whether any conditions exist which would suggest re-considering termination.



Discharge should be considered only when all the steps outlined previously have been met and when every possible action has been taken to accommodate the Employee. The following would be some of the considerations in ruling on a non-culpable absenteeism dismissal case.

- Has the Employee done everything possible to regain their health and return to work?
- Has the Employer provided assistance in every way possible (i.e. counseling, support, time off)?
- Has the Employer given the Employees sufficient notice that the attendance problem is jeopardizing his/her employment?
- Has the Employer determined if a disability requiring accommodation exists?
- Has enough time elapsed to allow for every possible chance of recovery?
- Has the Employer treated the Employee in a fair and equitable manner?

These procedures including the counseling stages outlined in the previous paragraphs are designed to help Employees resolve their attendance problems. However, when it is demonstrated that the Employee is not likely to be able to maintain regular attendance in the future, the Employee may need to be released through non-disciplinary discharge. This decision needs to be substantiated by the following test:

- The absences have been shown to be clearly excessive.
- It has been proven that the Employee will be unable to attend work on a regular basis in the future.
- All reasonable accommodations have been considered and provided when possible.

Conclusion

It is important to note that most attendance issues are resolved early in the process. While the steps described in the latter part of these procedures are occasionally necessary, in the majority of cases, the situation is resolved before it is necessary to terminate employment. Through implementation of positive actions suggested earlier, such as counseling the Employee and ensuring that the Employee is aware of the resources available to assist with their individual situation, the Supervisor will encourage and support the Employee in achieving and maintaining good attendance.

City Manager (Original Signed by DD)



CITY OF
FORT SASKATCHEWAN
ALBERTA

Appendix 1: Employee Attendance Record for the year 20XX

Employee Name: _____

Date of Hire: _____

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Vacation	Sick	Other
January																																		
February																																		
March																																		
April																																		
May																																		
June																																		
July																																		
August																																		
September																																		
October																																		
November																																		
December																																		
Total																																		

V= Vacation Day

S= Sick Day

O= Other



Employee: _____

[illegible]



Appendix 3: Suggestions for Attendance Interviews

Supervisors need to be well-prepared in order to encourage a successful interview. In order to be well-prepared, the supervisor should:

- Think about what is intended to be accomplished (e.g., raise employee awareness of employer concerns, help understand the cause of absences, identify solutions, etc.);
- Review the employee's file and past attendance record, identify similar problems in the past, reasons, and action taken to resolve the problems;
- Develop an appropriate approach and a number of alternatives;
- Seek advice from General Managers and/or human resources staff on key points to address during the interview;
- Set a mutually suitable time;
- Allow enough time for discussion;
- Organize all the facts and information well in advance of the interview;
- Discuss the attendance concern, not other issues;
- Plan for taking notes about the interview;

In any meeting with an employee to address an attendance issue, the interview tone and setting are extremely important to the success of the meeting. It is important that the supervisor conducts the meeting in a respectful manner and in a tone that shows genuine concern. A tactful presentation of the issue by the supervisor and a request for improvement will encourage a positive employee response and help to establish a cooperative relationship. Keep in mind that the purpose of these meetings is to raise the employee's awareness of the attendance problem, inform them that the employer is concerned, identify solutions and encourage improvement.

To ensure a well-conducted interview:

Points to Make

- Have a copy of the employee's attendance record to review with them;
- Emphasize the City's need and desire for every employee to be at work when scheduled;
- Identify how absences affect the department (morale of fellow employees, effectiveness and productivity of work group, quality of service provided);
- Stress the requirement for improvement and clearly define expectations;
- Inform the employee that their attendance will continue to be monitored;
- Remind the employee that the Employee Assistance Program is available to them;
- Emphasize future improvement rather than negative issues from the past;

Tone to take

- Meet in a suitable location (e.g. privacy);
- Ensure confidentiality;
- Show respect for the individual;
- Listen carefully, put the employee at ease (the purpose of the interview is to find a solution, not discourage the employee);
- Observe non-verbal communication signals and body movements;
- Use a tone of voice that demonstrates concern rather than anger or discipline;
- Control voice volume;
- Recognize that the choice of spoken words will affect the outcome of the meeting;
- Allow the employee the opportunity to comment;

Be sure to document the meeting.

Most attendance issues can be resolved if the situation is handled properly. Remember, unless there is evidence to the contrary, the supervisor always assumes that an absence is one of innocent or non-culpable absenteeism and therefore, is not subject to disciplinary action.

Suggested Answers to Questions Frequently Asked During Attendance Interviews

Q. The attendance of others is much worse than mine. Why have I been singled out for an interview when others who have worse attendance than mine have not been talked to?

A. This meeting has been arranged to discuss your attendance. It would not be appropriate to discuss another individual's attendance record in this meeting.

Q. I have medical certificates for every one of the days you mentioned. Don't you realize that I was sick on each one of those days?

A. Yes, I realize you were sick on those days. I do not believe you have been abusing sick leave, if I did, I would be considering a disciplinary process. I am, however, concerned that you are unable to be at work on a regular basis and that your absences have resulted in unsatisfactory attendance. Good attendance is a requirement of your position. We are entitled to expect a reasonable level of attendance from you. Your absences create staffing problems and increase workload for other staff. I would like to be able to provide you with support or resources that would help you with this problem. If there is a medical problem, it will benefit all to ensure that you seek advice and resources to remedy the situation. If you have a medical condition that may require accommodation, I can refer you to someone within Human Resources that will be able to discuss the specifics of what you require and what we can accommodate.

Q. How long will you be monitoring my attendance?

A. I monitor all my employees' attendance on an ongoing basis. In addition, as a result of your attendance record, you will remain in the attendance management program until you maintain an acceptable attendance record for 12 continuous months.

Q. What if I don't want to provide the medical evidence regarding my condition?

A. That certainly is your decision to make, you are under no obligation to provide us with any medical information however in the absence of any information that supports your medical condition, we will have to determine the likelihood of your ongoing employment with only your poor work record as reference. We are not required to accommodate your employment until you have disclosed the necessary information and continue to keep the employer informed of any changes.

Appendix 4: Sample Employee Attendance Letters

Improvement Letter

DATE

Employee Name

Department

CONFIDENTIAL

Dear:

I am writing to confirm our meeting held on DATE.

In that meeting we reviewed your attendance record and found that some improvements were required. You will recall that you were also advised that your attendance record would continue to be monitored closely and reviewed further in three months.

Assessment of your attendance for the period X to Y reveals you recorded (no/very few) sick leave absences during this period. I want to commend you for the effort you have made and the resulting improvement in your attendance.

While your attendance record will continue to be monitored on a regular basis, your improvement indicates a positive resolve to our plan to improve your attendance in the months to come.

Keep up the good work!

Yours truly,

Supervisor

cc: General Manager
Human Resources

One Year Sustained Improvement

DATE

Employee Name

Department

CONFIDENTIAL

Dear:

I am writing to confirm our meeting held on DATE.

A review of your attendance record indicates that you drew X days of sick leave (year), X days in (year) and X days so far in (year).

Your record for the past 12 months reveals that your attendance has improved significantly and you have been able to minimize your absences for an extended period of time. We are very pleased and would like to recognize your efforts and acknowledge this improvement.

Recognizing that you have met your attendance targets, no further meetings will be required as long as an acceptable attendance record is maintained.

Thank you again for your efforts and diligence in improving your attendance.

Yours truly,

Supervisor

cc: General Manager
Human Resources

Relapse Letter

DATE

Employee Name

Department

CONFIDENTIAL

Dear:

I am writing to confirm our meeting held on DATE.

In a letter dated X, following an initial three-month review of your attendance, I noted that your attendance record had improved and acknowledged your efforts.

However, the Department is concerned about your frequent use of sick leave during the current review period. A review of your record for the period X to Y reveals that you have drawn an additional X days of sick leave. A copy of your most recent attendance record is attached.

While the validity of your use of sick leave is not being questioned, the efficient operation of the Department depends on good attendance. Unscheduled absences reduce the Department's ability to plan, organize, and carry out its activities. Continual absences undermine employee reliability and may result in increased staffing and overtime costs.

Although you have been given an opportunity to improve your attendance, it appears that you have not maintained your initial improvement. Accordingly, your attendance record will again be monitored closely over the next three months and immediate and significant improvement is required. A meeting will be scheduled with you at that time to discuss your progress.

I would also like to take the opportunity to remind you again that if you are experiencing personal difficulties which you feel may be affecting your attendance, the City of Fort Saskatchewan has an Employee Assistance Program (EAP). The EAP is a voluntary, confidential counseling service for employees and their families and can be reached at 780-992-6267.

Yours truly,

Supervisor

Attachment

Supervisor

cc: General Manager
Human Resources

Stage 1 Concern

DATE

Employee Name

Department

CONFIDENTIAL

Dear:

I am writing to confirm our meeting held on DATE.

A review of your attendance record for the period X to Y indicated you have utilized a significant amount of sick leave.

Your record indicates you were absent for X days in (year), X days in (year) and X days so far this year (please see attached copies of your attendance record). While the validity of your use of sick leave is not being questioned and we sympathize with your apparent need for frequent use of sick leave, the department must insist upon regular attendance. Frequent absences hinder the planning, organization and completion of work. Significant absences such as yours also place unwelcome stress on co-workers and may result in increased workload, deterioration in the quality of service and overtime costs incurred.

Your use of sick leave over the past X years/months is above the City of Fort Saskatchewan's average of 6 days. This is unacceptable and immediate and significant improvement in your attendance is required. Your attendance record will be monitored closely and reviewed again for improvement in three months time.

The City is willing to provide you with whatever assistance is required in order to maintain your attendance at an acceptable level. If you are experiencing personal difficulties, which you feel may be affecting your attendance; we recommend you contact the Employee Assistance Program (EAP). The EAP service can be reached at 780-992-6267.

Yours truly,

Supervisor

Attachment

cc: General Manager
Human Resources

Stage 2 Concern

DATE

Employee Name

Department

CONFIDENTIAL

Dear:

I am writing to confirm our meeting held on DATE.

In this letter dated (XXXX-Stage 1 Concern Letter), you were advised that your attendance record was unacceptable and that an immediate and significant improvement was required. You were further advised that your attendance would be monitored closely and reviewed in three months time.

A review of your attendance for the period X to Y reveals that you drew an additional X days of sick leave (please see the attached copy of your most recent attendance record).

While the validity of your use of sick leave is not being questioned, as previously noted, the efficient operation of the Department depends on good attendance. Unscheduled absences reduce the Department's ability to plan, organize and carry out its activities. Continual absences undermine employee reliability and may result in increased staffing or overtime costs.

Although you have been given an opportunity to improve your attendance, significant improvement has not materialized. While we sympathize with your situation, the Employer cannot accommodate ongoing absences without information to substantiate your need for accommodation. Accordingly, your attendance record will again be monitored closely over the next three months and immediate and significant improvement is required. A meeting will be scheduled with you at the end of the three month period to discuss your progress.

I would also like to take the opportunity to remind you again that if you are experiencing personal difficulties which you feel may be affecting your attendance, the City has an Employee Assistance Program (EAP). The EAP is a voluntary, confidential counseling service for employees and their families). The EAP service can be reached at 780-992-6267.

Yours truly,

Supervisor

Attachment

cc: General Manager
Human Resources

Stage 3 Concern

DATE

Employee Name

Department

CONFIDENTIAL

Dear:

I am writing to confirm our meeting held on DATE.

Through letters dated (Stage 1 Concern and Stage 2 Concern), you were advised your attendance was unacceptable. You were further advised that an immediate and significant improvement was required and that your attendance would be reviewed in three months time.

A review of your attendance record from X to Y reveals that you have drawn an additional X days of sick leave (please see attached copy of your most recent attendance record). Although you have been given a number of opportunities to improve, and despite your commitment to maintain an acceptable level of attendance following the above-noted meetings, no significant change has occurred. While we sympathize with your situation the employer cannot accommodate ongoing absences without information to substantiate your need for accommodation.

Your attendance record indicates that you have claimed ____ sick days so far this year. (Refer to prior years if they support your case) These ongoing absences place undue strain on staff and operations in general and the Employer cannot permit this to continue. I must emphasize that your regular attendance at work is a requirement of your position.

(Refer again to the EAP program where appropriate)

Your attendance will again be monitored closely over the next three months. If immediate and significant improvement is not evident at the end of the period, the Department will be forced to take further action. A meeting will be scheduled with you at that time to discuss your progress.

Yours truly,

Supervisor

Attachment

cc: General Manager
Human Resources

Stage 4 Concern

DATE

Employee Name

Department

CONFIDENTIAL

Dear:

The Employer has written and met with you on a number of occasions (X times) regarding your frequent use of sick leave. On each occasion, you have been advised that, while you have otherwise been a valued member of the organization, your attendance record has been unsatisfactory. You were further told your frequent absences were having an adverse effect on the Department's ability to carry out its work, and of our expectation for immediate and significant improvement. You were also informed that your attendance would be monitored on an ongoing basis.

A review of your attendance for the period X to Y indicates you have drawn an additional ____ days of sick leave. Although you have been given a number of opportunities to improve over the past ____ years/months, your attendance continues to be substantially below acceptable levels. We view this as a serious matter, which has a significant negative impact on operations.

From our assessment, regular attendance would appear impossible in the future. That being the case, I must ask you to provide medical documentation indicating whether the Employer can expect regular and consistent attendance from you. I have enclosed a letter for you to take to your doctor. Please return this information in a sealed envelope to the Human Resources Department prior to "date of meeting".

You are required to attend a meeting on (date) at ____ a.m./p.m. At that meeting we will discuss your ability to maintain regular attendance in the future and expectations for your attendance. If you choose not to provide the requested medical information, as specified above, we may not have full information regarding your medical status and will be forced to rely on your attendance history to determine whether to terminate your employment. Please bring along a union representative to attend this meeting with you.

(Refer again to EAP if appropriate)

Yours Truly

Supervisor

Attachment

Cc: General Manager
Human Resources
CUPE Local 30

Follow-up to Stage 4 Meeting

DATE

Employee Name

Department

CONFIDENTIAL

Dear:

On DATE, we met to discuss our expectations of your attendance in light of the information you have provided from your doctor.

By letters dated X, Y, and Z, you were advised that your attendance was unacceptable. You were further advised that an immediate and significant improvement was required or the City of Fort Saskatchewan Employer would be forced to take further action. On DATE, you were asked to provide medical information to determine your ability to attend work on a regular and consistent basis.

We were advised, based on the medical information provided, that you do not have a medical condition which would prevent you from performing your duties or from attending work on a regular and consistent basis.

Your attendance record indicates that you have used ___ sick days in (year), ___ sick days in (year), ___ sick days in (year) and ___ sick days so far this year. This is well-above the City's acceptable standard and the Employer cannot continue to accept this level of attendance. However, we will once again give you an opportunity to meet your attendance expectations. Your attendance will continue to be closely monitored at three month intervals. If at the end of any review period within the next 12 months you have not maintained an acceptable attendance level, the Employer will consider terminating your employment. We will meet with you again in three months to review your progress.

You have now been clearly advised that continued, excessive absenteeism could result in the termination of your employment. We sincerely hope that you are able to use this opportunity to demonstrate your ability to attend work on a consistent and regular basis.

If I can offer any assistance towards this goal, please let me know. I can be reached at _____. If you wish to utilize the confidential support services of the Employee Assistance Program, they can be reached at 780-992-6267.

Yours truly,

Supervisor

Cc: General Manager
Human Resources
CUPE Local 30

Termination Innocent Absenteeism

DATE

Employee Name

Department

CONFIDENTIAL

Dear:

Re: Termination of Employment

Note:

This letter is only drafted as a last resort to the attendance management program, as the goal of the program is to inform employees of attendance problems and to work towards a resolution. Reaching this stage means that it has been determined that the employment relationship has broken down and there is no reasonable prospect for acceptable attendance in the foreseeable future.

Should an employee reach this stage, the supervisor and Human Resources will work closely to review the employee's progress through the program and to discuss the termination process.



Appendix 5: Corrective Action for Culpable Absenteeism

Some absences clearly warrant a disciplinary response. If the employee's unacceptable attendance is clearly within the employee's control (i.e. the employee chooses to be absent without permission), it is appropriate for the Supervisor to respond with disciplinary measures in a manner specified within Policy or the Collective Agreement. Instances of culpable absenteeism include situations where the employee:

- Gives a false reason for the absence
- Offers no explanation for an absence
- Does not provide a doctor's certificate when required
- Is excessively late

Such absences may be deliberate violations of the employment agreement or they may be situations of poor employee judgment. Appropriate action by the Supervisor involves a response in which discipline is progressively increased for each related infraction until the behavior is corrected or the employee has been discharged. One thing to note, in the event of a serious offense, (e.g., an absence without leave for a lengthy period), strict adherence to the progressive discipline model is inappropriate and more serious disciplinary action up to and including discharge may be warranted at the first offence. The nature and frequency of the offence must be taken into consideration when determining the discipline issued. Some offences will require more serious disciplinary action than others. These decisions must be made in consultation with your Supervisor, Human Resources and in some situations the City Manager.

Progressive discipline is meant to be corrective and therefore a first offence is usually treated less seriously than subsequent offences. If after an early discipline, an employee commits a related offence within a reasonable period after the previous discipline, the process is normally moved to the next disciplinary stage. Of course, at any stage of the process a satisfactory resolution may be achieved and, in that event, the disciplinary response process will conclude.

Stages of corrective progressive disciplinary action response involve five main steps, which normally progress as follows:

- A verbal warning
- Written warning
- Suspension
- Discipline
- Discharge

The specifics of the circumstance will dictate whether it is appropriate to repeat a step rather than proceed to the next.

When an employee's absence is deemed to be culpable, the Supervisor should meet with the General Manager and Human Resources to determine the appropriate course of action.

HEALTH AND SAFETY

Date Issued: 25.Nov.03

Mandated by: *Alberta Occupational Health and
Safety Act and Regulations & Council*

Current Revision: 14.Nov.2012

Cross Reference:

Next Review: 01.Jan.2015

Responsibility: Director, Human Resources

POLICY STATEMENT

The City of Fort Saskatchewan is committed to protecting the health and safety of its employees and for all who are involved in City operations. Safety is the direct responsibility of all managers, directors, superintendents, supervisors, workers, and contractors of the City of Fort Saskatchewan. All employees are accountable for their safety performance and are responsible to not tolerate any unsafe act or conditions.

In fulfilling this commitment to protect people, property, and the environment, the City will:

- (a) provide and maintain a safe and healthy work environment in accordance with industry best practices and in compliance with all legislative requirements and City safety requirements;
- (b) strive to eliminate any foreseeable hazards which may result in property damage, incidents, or personal injury/illness;
- (c) promote good management practices in combination with active employee involvement; and
- (d) provide the necessary training, education, and resources to conduct work in the safest manner possible.

City Manager

DRUG AND ALCOHOL

Date Issued: 14.Feb.12

Current Revision: 14.Feb.12

Next Review: 01.Jan.15

Mandated by: *Alberta Occupational Health and Safety Act, Regulations, Code.*

Cross Reference: HUM-013-A, HUM-007-A
Canadian Drug and Alcohol Model, Canadian Human Rights, Citizenship and Multiculturalism Act, Canadian Charter of Rights and Freedoms, Employment Equity Act,
Responsibility: Director, Human Resources and Payroll Services

POLICY

The City is committed to maintaining a productive, safe, and healthy work environment, all of which is jeopardized by the inappropriate use of drugs or alcohol. The City recognizes that substance addiction can be an illness, therefore is dedicated to providing assistance to employees in overcoming such an illness.

DEFINITIONS

- *City of Fort Saskatchewan business* - refers to all business activities undertaken by employees in the course of performing duties, whether conducted on or off City of Fort Saskatchewan premises
- *fit for duty* - free from adverse affects of drugs or alcohol.
- *safety sensitive* - a characteristic of operations where error could result in serious harm to a person, property or the environment.
- *substance* - alcohol or any substance listed on a schedule of the *Controlled Drugs and Substances Act* or any impairing agent or medication used by an individual in a manner that is inconsistent with the instructions of the prescribing physician.

GUIDELINES

This policy applies to all employees, visitors, contractors and volunteers conducting City of Fort Saskatchewan business. All person(s) are required to inform their Supervisor if they are taking any medication that may affect their ability to perform their work safely.

1. The Drug and Alcohol Policy is established to:

- (a) Educate and provide guidelines, procedures, and communication of the City's expectations of appropriate behaviour relating to the use of drugs or alcohol while conducting City of Fort Saskatchewan business.

- (b) Further the mutual interests of clients, contractors, unions, volunteers, workers and the public in achieving a safe, healthy, and substance-free environment.
 - (c) Protect the employees' right to a safe and healthy worksite from those who may be affected by the inappropriate use of drugs or alcohol at the worksite.
 - (d) Ensure all factors that contribute to a workplace incident have been identified and the appropriate corrective action has been administered in a timely manner.
 - (e) Provide consistent, fair and manageable procedures for eliminating, detecting and treating substances that stand to impair an employee's work performance.
 - (f) Provide employees that require help with appropriate assistance.
 - (g) Treat employees fair and with respect.
2. The City Manager is responsible to ensure this policy is communicated and followed by all it applies to.
3. The Safety Advisor will ensure all new employees are aware and understand the contents of this policy.
4. The following is a listing of the Assignment of Responsibilities:
- (a) Managers/Directors:
 - (i) Promote a safe and healthy work environment free from adverse effects from drugs or alcohol;
 - (ii) Provide the necessary resources to support this policy;
 - (iii) Ensure employees are aware of the available resources (Employee Assistance Program), and actively support workers engaged in treatments;
 - (iv) Ensure subordinates receive the proper awareness and training to carry out this policy; and
 - (v) Report to work fit for duty.
 - (b) Supervisors:
 - (i) Educate workers about the drug and alcohol work rule and the safety objectives of the Drug and Alcohol Policy and Procedures;
 - (ii) Lead by example by being a role model with respect to complying with the drug and alcohol work rule;
 - (iii) Be knowledgeable about the signs and use of drugs and alcohol in the workplace;

- (iv) Identify, address, and document employee performance problems as they occur;
 - (v) Be knowledgeable about assistance programs that help workers handle drug or alcohol use issues and also how to refer them for assistance;
 - (vi) Investigate incidents thoroughly to determine all contributing factors;
 - (vii) Be supportive and non-judgemental when an employee returns to work after completing any education, counselling, or rehabilitation program;
 - (viii) Treat all issues related to drug and alcohol use with an employee with respect and confidentiality; and
 - (ix) Report to work fit for duty.
- (c) Workers:
- (i) Have an understanding of, and comply with the Drug and Alcohol Policy and Procedures;
 - (ii) Be knowledgeable about your medications' side effects and report the use of medication that could affect your ability to perform your work safely;
 - (iii) Report any suspicious behaviour of an employee that may be a result of drug or alcohol use;
 - (iv) Encourage peers and co-workers to seek help when necessary;
 - (v) Cooperate with investigators during an incident investigation process; and
 - (vi) Report to work fit for duty.

City Manager (Original Signed by CC - Interim)

JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

Date Issued: 14.Feb.12

Mandated by: Administration

Current Revision: 14.Feb.12

Cross Reference: Alberta Occupational Health and
Safety Code, Part 13. (2009).

Next Review: 01.Jan.15

Responsibility: Director, Human Resources and
Payroll Services

POLICY

The City of Fort Saskatchewan recognizes the need for, and benefit of, establishing and maintaining an effective Joint Occupational Health and Safety Committee (JOHSC) and is committed to providing the necessary resources for the JOHSC to operate.

DEFINITIONS

- *Internal Responsibility System (IRS)* - The legal duties and responsibilities of employers, supervisors and workers overlap and complement each other. Together, they create what is known as the internal responsibility system.
- *JOHSC* - A committee established as a forum for bringing the IRS into practice and consists of management and labour representatives who meet on a regular basis in an effort to continually improve workplace health and safety.

GUIDELINES

1. The JOHSC shall be equally represented by both management and labour.
2. The JOHSC will act as a tool for management in the promotion of a safe and healthy work environment and to remain in compliance with related Occupational Health and Safety legislation.
3. An organizational chart of the JOHSC members will be posted throughout the worksites to ensure all employees are aware of the committee members.
4. The JOHSC members will initiate safety objectives and handle employee concerns.
5. No disciplinary action shall be taken against a member of any Health and Safety Committee by reason of that member performing duties and functions as a member of that committee.

CAMPING IN TEMPORARY/OVERFLOW LOCATIONS

Date Issued: 10.Feb.86

Mandated by: Council

Current Revision: 30.Jan.12

Cross-reference:

Next Review Diarized: 01.Jan.15

Responsibility: Superintendent,
Facilities Maintenance

POLICY

The City has designated several city owned areas as temporary/overflow locations for camping during special events.

DEFINITIONS

- *self contained camping unit* - unit which has the capability of supplying indoor sleeping quarters; indoor food storage and cooking apparatus; electrical; sewer drain and water needs without any external hookups required.
- *special events* - tournaments, events planned by the community (e.g. Canada Day), weddings, family reunions, or any cultural/sport event where spectators or participants require overnight camping.
- *temporary* - for the duration of the special event to a maximum of 96 consecutive hours.

GUIDELINES

1. The west parking lot at Harbour Pool, or the west parking lot at the Jubilee Recreation Centre shall be designated as temporary/overflow camping locations for special events and only when Turner Park campground is full.
2. Camping in temporary/overflow camping locations shall only be allowed for self-contained camping units including motor homes, truck-mounted and stand-alone campers, and trailers.
3. Temporary/overflow camping for the special event, may begin the evening before the scheduled first day of the special event and must end no later than the day after the final day of the event or 96 hours, whichever comes first.
4. Any requests for trailer caravans, large group events, or events where camping for longer than 96 hours is required, must be submitted in writing to City Council a minimum of 30 days prior to the first day of the event.
5. The City shall supply refuse containers at the temporary/overflow camping locations.
6. Organizers of the special event must keep the area in the immediate vicinity of the temporary /overflow camping locations clean of any litter and empty the refuse containers, if necessary, during the time of their special event.
7. The fee for camping in the temporary/overflow locations is as per the current City of Fort

Saskatchewan Fees and Charges Bylaw.

PROCEDURES

1. To camp at one of the temporary/overflow camping locations, a permit, available from the City of Fort Saskatchewan Booking Office, must be obtained in advance. The Booking Office hours of operation are Monday – Friday, 8:00 a.m. – 4:00 p.m..
2. No camping stalls are assigned. The space on the parking lots assigned for temporary/overflow camping is for group camping on a first-come-first-served basis.

City Manager (Original Signed by CC - Interim)



MEMORIALS

Date Issued: 26.Jun.89

Mandated by: Council

Current Revision: 13.Oct.09

Cross-reference:

Next Review Diarized: **01.Jan.2014**

Responsibility: General Manager,
Public Works and
Engineering

POLICY

City Council sees the need and opportunity of allowing commemorative memorials to be located within the City, giving the public an opportunity to create a lasting memorial to honor, remember and pay tribute to a person or an event.

DEFINITIONS

- *applicant* - the person or group submitting an application for a memorial.
- *commemorative* - honoring or preserving the memory of a deceased person or an event.
- *memorial* - infrastructure set up to keep alive the memory of a person or an event such as benches, planters or trees.
- *plaques* - a bronze plate affixed to or erected adjacent to a memorial.

GUIDELINES

1. Memorials commemorate a deceased person or an event. The City reserves the right to refuse any application in memory of a publicly controversial individual; a controversial historical leader; a loved one that is not deceased; an animal or a pet.
2. Memorials must meet specifications to be determined by the City.
3. The applicant is responsible for all costs associated with the purchase and installation of a memorial.
4. The City is responsible for the acquisition and installation of the memorial.
5. Once installed memorials become the property of the City.
6. Repair and replacement, as well as life-cycle replacement, will be completed as City resources and budgets allow.



7. Plaques may be affixed or erected adjacent to existing infrastructure providing there is a "significant connection" between the person or event and "the infrastructure".

PROCEDURES

1. Requests for memorial purchases require completion of an application form*. The application process shall be managed by the General Manager, Public Works and Engineering who can assist with completion of the form.
2. The applicant must provide three (3) potential site locations on municipally owned land within the City on the application form.
3. Approval or disapproval of potential locations for installation is at the sole discretion of the General Manager, Public Works and Engineering. The following factors will be considered in approval of sites:
 - (a) current density of memorials in the area;
 - (b) access for pedestrian and bicycle movement around the memorial;
 - (c) access for equipment and personnel to install the memorial; and
 - (d) other site considerations ie. slope of ground, potential for flooding of area etc.
4. After reviewing the potential sites listed on the application form, the General Manager, Public Works and Engineering will approve one (1) site location. If all three (3) potential sites are considered unacceptable the applicant must submit three (3) potential new sites until an acceptable site is located. The applicant is expected to work together with the General Manager, Public Works and Engineering to select an appropriate site.
5. The General Manager, Public Works and Engineering is responsible for providing the applicant with information regarding the cost of the request.
6. The memorial will not be acquired until the application has been approved and the applicant has submitted payment in full.

City Manager (Original Signed by DD)

*** The Commemorative Memorial Application Form is available at City Hall, Community & Protection Services and at the James E. Graham Building. You can also print of a form under the WDrive/Forms/Memorial GEN-009-C**



ELECTRONIC MESSAGE SIGN

Date Issued: 27.Jun.2006

Mandated by: 27.Jun.2006-RCM

Current Revision: 27.Jun.2006

Cross-reference:

Next Review Diarized: 01.Jan.2010

Responsibility: Communications &
Marketing Director

POLICY

City Council expects messages displayed on the Electronic Message Sign located adjacent to the Dow Centennial Centre to consist of information related to the common good of the community.

GUIDELINES

1. Messages submitted by the following are permitted:
 - a) City Council, City staff;
 - b) general public and nonprofit community organizations;
 - c) businesses hosting or sponsoring a charitable community event in Fort Saskatchewan;
 - d) Dow Centennial Centre's three major sponsors - Dow Chemical Canada Inc., Sherritt International and Landrex Developers Inc. - related to company branding; and
 - e) RCMP, NR CAER, other agencies in the event of an emergency.
2. Messages must reflect:
 - a) events that are open to the general public in Fort Saskatchewan; or
 - b) announcements of general public interest.
3. Message priorities shall be as follows:
 - a) City of Fort Saskatchewan information:
 - i) emergency announcements (e.g.: shelter in place, evacuations)
 - ii) important announcements (e.g.: road closures, detours, snow removal)
 - iii) promotional information: (e.g.: visit website, Town Hall Meeting, Dow Centennial Centre, special events, promotions, concerts);
 - b) community groups or businesses (e.g.: Boys and Girl's Club events, Farmer's Market); or
 - c) public service announcements (e.g.: Don't Drink and Drive, Happy Holidays, welcoming visitors attending events in the community).
4. Messages that promote the following are not permitted:
 - a) any candidate or Party in any election campaign;
 - b) personal benefit (e.g.: birthday greetings, garage sales, etc.);
 - c) religious view points;
 - d) false, misleading or deceptive information;
 - e) racist or sexist views; or
 - f) any other topic at the City's sole discretion.



5. Messages are posted at no cost.
6. The number of messages that can appear from any one source within an undefined period of time may be limited.
7. Appeals related to message display requests that have been denied may be submitted to the City Manager, whose decision is final.
8. The City is under no obligation to display any message from any source.

PROCEDURES

1. Message display requests must include preferred start and end dates, and draft message content including event particulars.
2. Message display requests to be received, edited for conciseness, clarity and conformity, and posted by the Communications and Marketing Director or his/her alternate.
3. Individuals in the following positions will be trained on message editing/posting:
 - a) Communications and Marketing Director;
 - b) Marketing Coordinator;
 - c) DCC Superintendent, Business Operations; and
 - d) DCC Assistant.
4. Messages:
 - a) may be removed by the City at anytime for any reason with no prior notification;
 - b) will be displayed based on time availability; and
 - c) are not guaranteed for quality or quantity.
5. Appeals related to denied message display requests are to be submitted in writing.

City Manager (Original Signed by LR)



ADMINISTRATIVE GROUP BENEFITS

Date Issued: Oct.77

Mandated by: Council

Current Revision: 21.Aug.12

Cross-reference: HUM-004-C, HUM-025-C

Next Review Diarized: 01.Jan.15

Responsibility: Director, Human
Resources

POLICY

City Council believes that administrative staff should receive benefits on an equitable, but not necessarily directly comparable, basis to staff belonging to the opted out and excluded group or bargaining unit. Benefits will be provided to administrative staff as outlined in the guidelines included in this policy.

DEFINITIONS

- *administrative group* - a group of employees whose individual position description lists specific accountabilities which include direct staff supervision including performance and recruitment, dealing with issues of a highly confidential nature and/or are excluded from Alberta Employment Standards Code and Regulation Hours of Work definition.
- *annual vacation* - time off with pay that employees earn as an entitlement for continuous service.
- *bargaining unit* - a group of employees whose individual positions are designated through collective bargaining and are listed in Article #16 – Hours of Work in the current agreement. These positions are defined as “clerical and outside employees” as stated on the Certificate issued by the Alberta Labour Relations Board certifying Canadian Union of Public Employees, Local 30.
- *family sick leave* - the period of time when an employee is absent from work to attend to the illness or injury of a spouse, dependent, or parent. Exceptions to the applicable family members may be granted with the approval of the Director, Human Resources.
- *group health benefit plan* - includes the following coverage, the specifics of which may be amended from time to time:
 - life insurance;
 - accidental death & dismemberment;
 - long term disability;
 - dental plan; and
 - extended health care
- *leaves of absence* - all leaves with or without pay except for sick leave, vacation and TOIL.
- *opted out and excluded group* - a group of employees:
 - whose individual position description do not list specific accountabilities of direct staff supervision;
 - who do not deal with issues of a highly confidential nature;
 - who are not excluded from Alberta Employment Standards Code and Regulation Hours of Work definition;
 - who are not included in the bargaining unit by definition of “clerical and outside employees” as stated on the Certificate issued by the Alberta Labour Relations Board certifying Canadian Union of Public Employees, Local 30.
- *sick leave* - the period of time when an employee is absent from work due to illness or injury, including attending doctor or dental appointments.

- *statutory holidays* - the following are statutory holidays recognized under this policy:
 - New Year's Day;
 - Family Day;
 - Good Friday;
 - Easter Monday;
 - Victoria Day;
 - Canada Day;
 - Civic Holiday (first Monday in August);
 - Labour Day;
 - Thanksgiving Day;
 - Remembrance Day;
 - Christmas Day; and
 - Boxing Day.
- *time off in lieu of overtime (TOIL)* - time off with pay granted to all administrative employees as compensation for overtime that may have been worked. This recognizes that all administrative staff put in some overtime over the course of a year, however, the overtime is not recorded. The amount of TOIL is specified in the guidelines to this policy.
- *workers' compensation* - the insurance provided for employees under the *Workers' Compensation Act* of Alberta.

GUIDELINES

1. Sick Leave

- (a) Sick leave is earned at the rate of 1½ days for each full month of employment to a maximum of 130 working days.
- (b) Sick leave credits are not accumulated during periods of sick leave or other leaves (except vacation) in excess of 30 days.
- (c) Employees may be required to submit satisfactory proof to the City to substantiate illness or injury. A doctor's certificate will be required to substantiate illness or injury incurred once an employee begins vacation if sick leave is requested.

2. Family Sick Leave

An employee is entitled to use up to a maximum of six days per year of sick leave for family sick leave.

3. Statutory Holidays

- (a) Employees are entitled to a day off with pay on or for all statutory holidays.

4. Group Health Benefits

- (a) Participation in the group health benefit plans is mandatory for eligible permanent employees unless coverage is provided under another group plan through a spouse or other employer, with the exception of Life Insurance, Accidental Death & Dismemberment and Long Term Disability (LTD) benefits, which are mandatory for all permanent full-time administrative employees, regardless of additional coverage.



5. Health Care Spending Account

In the first pay period of each year, each eligible permanent full-time employee will be provided with a Health Care Spending Account in the amount of \$500.00 and each eligible permanent part-time employee will be provided with a Health Care Spending Account in the amount of \$250.00. To be eligible for the \$500 or \$250, permanent full-time or permanent part-time employees must have completed the 90 day waiting period for Alberta Blue Cross benefits, have applied and been approved for Alberta Blue Cross benefits, and be actively at work during the first pay period of each year. Actively at work means those employees who are at work for all or a portion of the first pay period of the year and includes those employees who are on maternity or parental leave, LTD, Sick Leave, WCB, vacation or other paid leave. It does not include employees who are on leave without pay within the first pay period of the year. To qualify for reimbursement from the Health Care Spending Account, the expense must meet the following criteria:

- (a) A qualifying medical expense under the Income Tax Act (Canada).
- (b) Incurred after the date the Health Care Spending Account credits (dollars) have been deposited to the eligible permanent employee's account.
- (c) Meet the reimbursement criteria, if any, of the employers Alberta Blue Cross group benefits program.
- (d) All other sources of reimbursement must have been accessed first. Expenses may be submitted on behalf of eligible dependents.

At the end of the Policy Year, unused Health Care Spending Account credits (dollars) may be carried forward to the next Policy Year. Carried forward credits must be used by December 31st of that year to avoid forfeiture. All provisions of the plan will comply with Canada Revenue Agency's requirements for Health Care Spending Accounts.

6. Vacation

- (a) Employees earn entitlement to vacation in accordance with the following schedule:

Years of Service	Vacation Entitlement
	Per month / Per year
1 to 2 years	1.25 days / 15 days
3 to 5 years	1.66 days / 20 days
6 to 15 years	2.08 days / 25 days
16 to 25 years	2.50 days / 30 days
26 years or more	2.97 days / 35 days

- (b) Where a new employee begins service between the first and 15th day, inclusive, of any month, the first day of that calendar month becomes the effective date of vacation accrual.
- (c) Where a new employee begins service between the 16th and last day, inclusive, of any month, the first day of the following calendar month becomes the effective date of vacation accrual.



- (d) Employees are not permitted to carry over more vacation entitlement than is earned in one year. Vacation credits in excess of the allowed carry-over of one-year's entitlement will be paid out in the month of December unless prior authorization to exceed the specified carry-over is given by the Department General Manager or City Manager, or in the case of the City Manager, by City Council.
 - (e) Every employee is required to take at least one vacation period of a minimum of five consecutive working days in every calendar year.
 - (f) Employees are advanced vacation credits, to a maximum of the credits that would be earned by December 31st of that year. If the employee's employment is terminated prior to earning any vacation credits that have been advanced, the employee will reimburse the City for the unearned credits paid. The City may deduct said amounts from the employee's final pay.
 - (g) Vacation credits are not accumulated during periods of sick leave or other leaves (except vacation) in excess of 30 days.
7. Time Off in Lieu of Overtime (TOIL)
- (a) Four working days per calendar year are granted to all administrative staff for leave in lieu of overtime. TOIL is earned at the rate of one-third of a working day for each month of employment.
 - (b) TOIL must be taken by December 31st of the year following the year in which it is earned or the entitlement is lost.
8. Leaves of Absence
- (a) Bereavement leave - an employee is granted a maximum of five regularly scheduled consecutive work days without loss of pay and benefits in the case of the death of a parent, spouse, common-law spouse, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, former guardian, fiancée or any relative who has been residing in the same household. The employee is entitled to the leave on any normal working day that falls within the five-day period immediately following the day the death occurred. Where the burial occurs outside of the province, the leave may also include reasonable traveling time, not to exceed four days.
 - (b) Mourner's leave - one-half day without loss of pay is allowed to attend a funeral, providing 24-hour advance notice is given to the supervisor.
 - (c) Maternity/parental leave
 - (i) An employee expecting the birth of a child shall give notice in writing of the fact of her pregnancy to her immediate supervisor at least 12 weeks prior to the expected date of delivery and at least six weeks written notice must be given of the start day of the maternity leave.
 - (ii) Maternity/parental leave will cover a period of up to 12 months for the birth or adoption of a child. 15 weeks is the maternity leave portion for a mother giving birth (six weeks of which must be taken after the delivery), and 37 weeks is parental leave, entitled to the mother after delivery, the other parent after the time of birth, or adoptive parents after the time of adoption. Both parents may share parental leave as long as the total parental leave time is not in excess of 37 weeks. In the case where both parents are employees, the employer is not required to grant parental leave to more than one parent at a time.
 - (iii) When an employee decides to return to work after maternity/parental leave, at least three weeks written notice will be provided to the employer. On return from



maternity/parental leave, the employee shall be placed in her former position. If the former position no longer exists, the employee will be placed in an equivalent position.

- (d) Court appearance - an employee required by law to appear in court as a jury member or as a witness is paid the difference between pay received for the court service and the pay the employee would have received based on regular hours of work.
 - (e) Leaves of absence without pay
 - (i) Leaves of absence without pay for periods up to one week may be granted by the Department General Manager.
 - (ii) Leaves of absence without pay for periods exceeding one week may be granted by the City Manager. The conditions of the leave will be determined by the City Manager in consultation with the Director, Human Resources.
9. Workers' Compensation

When an employee is absent due to a work-related accident covered by the *Workers' Compensation Act*, the employee will be compensated (in conjunction with Workers' Compensation Board [WCB] compensation) at the regular rate of pay enjoyed prior to the accident for the first four months of absence. Beyond this time, the employee will be compensated (in conjunction with WCB compensation) at the rate of 90% of net earnings as defined by the WCB. The employee may continue benefit coverage during this period with the employee paying 100% of the benefit premiums.

PRODEDURES

1. An employee granted sick leave is paid for the period of the leave as long as sufficient sick leave credits are available. The number of sick leave days paid are deducted from the employees accumulated sick leave credits.
2. A permanent employee participating in the City's LTD coverage may apply for LTD benefits if the illness or disability extends beyond 180 continuous calendar days (130 working days).
3. The list of statutory holidays will be amended to reflect any other day proclaimed a holiday by the Federal or Provincial Government or by City Council.
4. Coverage for group health benefits begins on the first day of the month following three months continuous full-time service.
5. The cost of participating in the group health benefit plans is shared as follows:

Benefit	ER	EE
Life Insurance	90%	10%
Accidental Death & Dismemberment	90%	10%
Long Term Disability	90%	10%
Dental Plan	90%	10%
Extended Health Care Plan	90%	10%

6. Vacation entitlement is calculated from the date the employee commences continuous service.



7. On termination of employment, an employee will be paid for any outstanding vacation credits earned to the termination date, calculated as the number of vacation days outstanding times the regular rate of pay at the time of termination.

City Manager (Original Signed by KK)



SERVICE AWARDS

Date Issued: 30.Jul.1993

Mandated by: 23.Jun.2009-RCM

Current Revision: 23.Jun.2009

Cross-reference: HUM-002

Next Review Diarized: 01.Jan.2013

Responsibility: Human Resources &
Payroll Services Director

POLICY

City Council believes that full-time and part-time employees should be recognized for their length of service with the City of Fort Saskatchewan.

DEFINITION

- *Retirement* - termination of employment by a permanent employee who is at least 55 years of age and has ten or more years of service.

PROCEDURES

1. **Long service** - the City presents a cash gift, certificate and service pin differentiating the incremental years of service to all employees having completed service in full five year increments (5, 10, 15, 20, 25, 30, 35, etc.). The cash gift (in the form of a voucher), certificate and service pin comes from Human Resources within the month the employee reaches their anniversary date. Cash gifts are equal to \$50.00 for each five years of service: \$50.00 for five years, \$100.00 for 10 years, \$150.00 for 15 years, \$200.00 for 20 years, \$250.00 for 25 years, \$300.00 for 30 years, \$350.00 for 35 years, etc. When the voucher is submitted to Human Resources, along with a receipt from a local merchant in an amount equal to or more than the voucher, the employee will receive reimbursement of their purchase up to the full amount of the voucher. Each January at the Annual General Meeting, the City recognizes all employees having received a long service award in the previous year.
2. **Retirement** - the City provides funding for a gift for the employee using the scale outlined below. The gift is selected, in consultation with the employee, by the employee's General Manager and presented by the City Manager at the time of retirement. In exceptional circumstances, such a gift is presented on early retirement.

Years of Service	Full-Time	Part-Time
5 - 9	\$200	\$100
10 - 14	\$300	\$150
15 - 19	\$400	\$200



20 - 24	\$500	\$250
25 - 29	\$600	\$300
30 - 34	\$700	\$350
35+	\$800	\$400

3. **Resignation** - the City presents a gift to each employee who resigns in good standing after at least five (5) years of employment. The gift values will be as follows:

Years of Service	Gift Value
5 - 9	\$ 50
10 - 19	\$ 75
20+	\$100

Gifts will be chosen in consultation with the employee and the employee's supervisor.

4. Funding for gifts is allocated in the Human Resources annual operating budget.
5. The Human Resources and Payroll Services Director will ensure annually that the procedures outlined in this policy are adhered to.

OPTED OUT AND EXCLUDED GROUP BENEFITS

Date Issued: 27.Oct.09

Mandated by: Council

Current Revision: 27.Oct.09

Cross-reference:

Next Review Diarized: 01.Jan.2014

Responsibility: Director, Human
Resources and Payroll Services

POLICY

City Council believes that opted out and excluded staff should receive benefits on an equitable, but not necessarily directly comparable, basis to staff belonging to the administrative group or bargaining unit. Benefits will be provided to opted out and excluded staff as follows:

DEFINITIONS

- *administrative group* - a group of employees whose individual position description lists specific accountabilities which include direct staff supervision including performance and recruitment, dealing with issues of a highly confidential nature and/or are excluded from Alberta Employment Standards Code and Regulation Hours of Work definition.
- *annual vacation* - time off with pay that employees earn as an entitlement for continuous service.
- *bargaining unit* - a group of employees whose individual positions are designated through collective bargaining and are listed in Article #16 – Hours of Work in the current collective agreement. These positions are defined as “clerical and outside employees” as stated on the Certificate issued by the Alberta Labour Relations Board certifying Canadian Union of Public Employees, Local 30.
- *family sick leave* - the period of time when an employee is absent from work to attend to the illness or injury of a spouse, dependent, or parent. Exceptions to the applicable family members may be granted with the approval of the Director, Human Resources and Payroll Services.
- *group health benefit plan* - includes the following coverage, the specifics of which may be amended from time to time:
 - life insurance;
 - accidental death & dismemberment;
 - long term disability;
 - dental plan; and
 - extended health care
- *leaves of absence* - all leaves with or without pay except for sick leave, vacation, and time off in lieu of banked overtime.
- *opted out and excluded group* - a group of employees whose individual position description does not list specific accountabilities of direct staff supervision, dealing with issues of a highly confidential nature, are not excluded from Alberta Employment Standards Code and Regulation Hours of Work definition nor is included in the bargaining unit by definition of “clerical and outside employees” as stated on the Certificate issued by the Alberta Labour Relations Board certifying Canadian Union of Public Employees, Local 30.

- *sick leave* - the period of time when an employee is absent from work due to illness or injury, including attending doctor or dental appointments.
- *statutory holidays* - the following are statutory holidays recognized under this policy:
 - New Year's Day;
 - Family Day;
 - Good Friday;
 - Easter Monday;
 - Victoria Day;
 - Canada Day;
 - Civic Holiday (first Monday in August);
 - Labour Day;
 - Thanksgiving Day;
 - Remembrance Day;
 - Christmas Day; and
 - Boxing Day.
- *workers' compensation* - the insurance provided for employees under the *Workers' Compensation Act* of Alberta.

GUIDELINES

1. Sick Leave

- (a) Sick leave is earned at the rate of 8% of all regular earnings and vacation payable to a maximum of the equivalent to 130 working days.
- (b) Employees may be required to submit satisfactory proof to the City to substantiate illness or injury. A doctor's certificate will be required to substantiate illness or injury incurred once an employee begins vacation if sick leave is requested.

2. Family Sick Leave

An employee is entitled to use up to a maximum of six days per year of sick leave for family sick leave.

3. Statutory Holidays

Employees are entitled to a day off with pay on or for all statutory holidays.

4. Group Health Benefits

Participation in the group health benefit plans is mandatory for eligible permanent employees unless coverage is provided under another group plan through a spouse or other employer, with the exception of Life Insurance, Accidental Death & Dismemberment and Long Term Disability benefits, which are mandatory for all permanent full-time opted out and excluded employees.

5. Vacation

- (a) Employees earn entitlement to vacation in accordance with the following schedule:

Years of Service	Vacation Entitlement
	Percentage calculated on all regular earnings and vacation payable.
1 to 2 years	6%
3 to 5 years	8%
6 to 15 years	10%
16 to 25 years	12%
26 years or more	14%

- (b) Employees are not permitted to carry over more vacation entitlement than is earned in one year. Vacation accruals in excess of the allowed carry-over of one-year's entitlement will be paid out in the month of December unless prior authorization to exceed the specified carry-over is given by the Department General Manager or City Manager, or in the case of the City Manager, by City Council.
- (c) Every employee is required to take at least one vacation period of a minimum of five consecutive working days in every calendar year.

6. Overtime

All overtime worked must be pre-approved by the Department General Manager.

7. Leaves of Absence

- (a) Bereavement leave - an employee is granted a maximum of five regularly scheduled consecutive work days without loss of pay and benefits in the case of the death of a parent, spouse, common-law spouse, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, former guardian, fiancée or any relative who has been residing in the same household. Where the burial occurs outside of the province, the leave may also include reasonable travelling time, not to exceed four days.
- (b) Mourner's leave - one-half day without loss of pay is allowed to attend a funeral, providing 24-hour advance notice is given to the supervisor.
- (c) Maternity/parental leave
- (i) An employee expecting the birth of a child shall give notice in writing of the fact of her pregnancy to her immediate supervisor at least 12 weeks prior to the expected date of delivery and at least six weeks written notice must be given of the start day of the maternity leave.
 - (ii) Maternity/parental leave will cover a period of up to 12 months for the birth or adoption of a child. 15 weeks is the maternity leave portion for a mother giving birth (six weeks of which must be taken after the delivery), and 37 weeks is parental leave, entitled to the mother after delivery, the other parent after the time of birth, or adoptive parents after the time of adoption. Both parents may share parental leave as long as the total parental leave time is not in excess of 37 weeks. In the case where both parents are employees, the employer is not required to grant parental leave to more than one parent at a time.

- (iii) When an employee decides to return to work after maternity/parental leave, at least three weeks written notice shall be provided to the employer. On return from maternity/parental leave, the employee shall be placed in their former position. If the former position no longer exists, the employee will be placed in an equivalent position.
- (d) Court appearance - an employee required by law to appear in court as a jury member or as a witness is paid the difference between pay received for the court service and the pay the employee would have received based on regular hours of work.
- (e) Leaves of absence without pay
 - (i) Leaves of absence without pay for periods up to one week may be granted by the Department General Manager.
 - (ii) Leaves of absence without pay for periods exceeding one week may be granted by the City Manager. The conditions of the leave will be determined by the City Manager in consultation with the Director, Human Resources and Payroll Services.

8. Workers' Compensation

When an employee is absent due to a work-related accident covered by the *Workers' Compensation Act*, the employee will be compensated (in conjunction with Workers' Compensation Board (WCB) compensation) at the regular rate of pay enjoyed prior to the accident for the first four months of absence. Beyond this time, the employee will be compensated (in conjunction with WCB compensation) at the rate of 90% of net earnings as defined by the WCB. The employee may continue benefit coverage during this period with the employee paying 100% of the benefit premiums.

PROCEDURES

1. An employee granted sick leave is paid for the period of the leave as long as a sufficient sick leave accrual exists. The sick leave is deducted from the employee's accumulated sick leave.
2. A permanent employee participating in the City's long-term disability (LTD) coverage may apply for LTD benefits if the illness or disability extends beyond 180 continuous calendar days (130 working days).
3. The list of statutory holidays will be amended to reflect any other day proclaimed a holiday by the Federal or Provincial Government or by City Council.
4. Coverage for group health benefits begins on the first day of the month following three months continuous full-time service.
5. The cost of participating in the group health benefit plans is shared as follows:

Benefit	ER	EE
Life Insurance	90%	10%
Accidental Death & Dismemberment	90%	10%
Long Term Disability	90%	10%
Dental Plan	90%	10%
Extended Health Care Plan	90%	10%

6. Vacation entitlement is calculated from the date the employee commences continuous service.
7. On termination of employment, an employee will be paid for any outstanding vacation accrual.
8. Employees are required to sign an individual overtime agreement at the time of signing the employment letter of offer. Additional copies of the overtime agreement and the rules surrounding their use and application can be found on the Alberta Employment Standards website. An overtime agreement allows overtime hours to be banked and later taken off with pay, hour for hours, during regular work hours.

City Manager (Original Signed by DD)

FACILITY USERS INSURANCE REQUIREMENTS

Date Issued: 27.Jun.2006

Mandated by: Council

Current Revision: 30.Jan.12

Cross-reference:

Next Review Diarized: 01.Jan.13

Responsibility: General Manager
Corporate Services

POLICY

City Council expects renters of City owned rental facilities to obtain liability insurance for events that include alcohol consumption or involve a high risk activity.

GUIDELINES

1. High risk events include any activity considered high risk by the General Manager Corporate Services and/or the City's insurer, at their sole discretion, such as: organized sports, fireworks, bull-a-ramas, and rodeos.
2. Renters that do not obtain liability insurance for events that include alcohol consumption or high risk activities will not be permitted to rent a City owned facility.
3. Required liability insurance shall be at the sole cost of the renter.

PROCEDURES

1. Bookings Clerk to advise renter of liability insurance requirement at time of booking from an insurer acceptable to the City. Liability insurance requirement to include:
 - (a) minimum \$2,000,000.00 liability per claim;
 - (b) City being added to the policy as an additional insured; and
 - (c) insurer's requirement to immediately advise the City upon cancellation of insurance coverage.
2. Bookings Clerk to obtain proof of liability insurance from renter no later than one week prior to event taking place. Proof of liability insurance to be attached to facility rental contract.
3. General Manager Corporate Services to review liability insurance requirements biannually with Corporate Services Administrative Assistant.

City Manager (Original Signed by CC - Interim)

CITY OF FORT SASKATCHEWAN

Bylaw C9-17 – Repeal Solid Waste Agreement Bylaws: C16-11, C24-05, and C25-05

Motions:

1. That Bylaw C9-17 be given first reading, which repeals Solid Waste Agreement Bylaws: C16-11, C24-05, and C25-05.
2. That Bylaw C9-17 be given second reading, which repeals Solid Waste Agreement Bylaws: C16-11, C24-05, and C25-05.
3. That Council provide unanimous consent to proceed with third and final reading to Bylaw C9-17, which repeals Solid Waste Agreement Bylaws: C16-11, C24-05, and C25-05.
4. That Bylaw C9-17 be given third reading, which repeals Solid Waste Agreement Bylaws: C16-11, C24-05, and C25-05.

Purpose:

New solid waste management contracts will become effective May 1 2017. These contracts no longer require the endorsement of a bylaw. Repealing Bylaws C16-11, C24-05, and C25-05 are necessary as these bylaws are now obsolete.

Background:

Existing contracts for residential and commercial waste collection expire on April 30, 2017. Previously, the contracts were endorsed through bylaw and registered with the Alberta Utilities Commission (AUC) as a franchise agreement. This practice is no longer required. Precedent has determined that if the service is provided through the municipality under the *Municipal Government Act* the AUC does not need to be notified of or approve the franchise.

Waste Collection service for both residential and commercial waste will be provided through contracts managed by City Administration. The contracts control the rates and charges applicable, as they relate to commercial sector customers who do not have a waste account directly with the City.

Bylaw C24-05 addresses services and rates for a residential waste program, which expires on April 30, 2017. Starting May 1, 2017, Stony Mountain Waste Management Ltd. will provide curbside residential waste collection, and will also be offering a similar cart-based collection to businesses and institutional customers (e.g. schools and City facilities).

Bylaws C25-05 and C16-11 address services and rates for commercial waste collection, which expires on April 30, 2017. Starting May 1, 2017, GFL Environmental Inc. will continue to provide front-load waste collection services to businesses and institutional customers. The Fort Saskatchewan Chamber of Commerce, the Downtown Business Council, and other stakeholders were consulted. All stakeholders supported the exclusive contract model currently used, as it provides for more economical waste collection. Stakeholders concerns regarding customer service will be addressed through the terms and conditions and management of the new contract.

Upon approval, Bylaw C9-17 which repeals Bylaws C16-11, C24-05, and C25-05 will come into effect on May 1, 2017.

Financial Implications:

There are no financial implications resulting from repealing the three noted bylaws. Contractors selected were the low-bidding contracts, and costs are expected to remain comparable or slightly less than current costs.

Internal Impacts:

Currently, similar service contracts are managed administratively. No additional capacity is required.

Attachments:

1. Bylaw C9-17
2. Bylaw C16-11
3. Bylaw C24-05
4. Bylaw C25-05

File No.: Bylaw C9-17

Prepared by:	Bradley McDonald Manager, Utility Services	Date: April 3, 2017
Approved by:	Richard Gagnon Director, Infrastructure Management	Date: April 4, 2017
Reviewed by:	Troy Fleming Acting City Manager	Date: April 5, 2017
Submitted to:	City Council	Date: April 11, 2017



CITY OF FORT SASKATCHEWAN

**A BYLAW OF THE CITY OF FORT SASKATCHEWAN IN THE PROVINCE OF ALBERTA
FOR THE PURPOSE OF REPEALING SOLID WASTE AGREEMENT BYLAWS
C16-11, C24-05, AND C25-05**

BYLAW NO. C9-17

WHEREAS, Section 63(2)(b) of the *Municipal Government Act*, R.S.A. 2000, c. M-26 as amended or repealed and replaced from time to time authorizes Council to repeal a bylaw that is inoperative, obsolete, expired, spent or otherwise ineffective;

NOW THEREFORE, the Council of the City of Fort Saskatchewan, in the Province of Alberta, duly assembled, enacts as follows:

1. This Bylaw repeals Solid Waste Agreement Bylaws C6-11, C24-05, and C25-05 and all amendments thereto.
2. This Bylaw becomes effective on May 1, 2017.

READ a first time this	day of	A.D. 2017.
READ a second time this	day of	A.D. 2017.
READ a third time and finally passed this	day of	A.D. 2017.

MAYOR

DIRECTOR, LEGISLATIVE SERVICES

Date Signed: _____



CITY OF FORT SASKATCHEWAN

BYLAW C16-11

A BYLAW OF THE CITY OF FORT SASKATCHEWAN TO AUTHORIZE THE ENTERING INTO OF AN EXCLUSIVE FRANCHISE AGREEMENT WITH TRI-LINE DISPOSAL INC. FOR COMMERCIAL, LIGHT INDUSTRIAL, INSTITUTIONAL AND MEDICAL WASTE SERVICES

WHEREAS the City of Fort Saskatchewan wishes to enter into an exclusive franchise agreement with Tri-Line Disposal Inc. for Commercial, Light Industrial, Institutional and Medical Waste Services;

AND WHEREAS the *Municipal Government Act*, RSA 2000 c.M-26, as amended and repealed and replaced from time to time provides that Council may pass a Bylaw authorizing the entering into of such agreements, upon receiving approval from the Alberta Utilities Commission;

NOW THEREFORE, the Council of the City of Fort Saskatchewan, in the Province of Alberta, duly assembled, enacts as follows:

1. That the Mayor and Director, Legislative Services be authorized on behalf of the City of Fort Saskatchewan to enter into an exclusive franchise agreement with Tri-Line Disposal Inc.
2. That a copy of the exclusive franchise agreement for Commercial Light Industrial, Institutional and Medical Waste Services is attached hereto and marked as "Appendix A".
3. If any portion of this Bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed and the remainder of the Bylaw is deemed valid.
4. This Bylaw becomes effective upon third and final reading.

READ a first time this 10th day of May A.D., 2011.

READ a second time this 24th day of May A.D., 2011.

READ a third time and finally passed this 24th day of May A.D., 2011.

CITY OF FORT SASKATCHEWAN			
APPROVED		DATE	INTL.
Dir. Leg. Svcs.	Legal & Form	May 25, 2011	LM
Depl.	Content	May 25, 2011	
City Mgr.	Principle	May 25, 2011	


MAYOR


DIRECTOR, LEGISLATIVE SERVICES

DATE SIGNED: May 25, 2011

Appendix "A"
Bylaw C16-11

THIS AGREEMENT made the 20th day of May, 2011.

BETWEEN:

CITY OF FORT SASKATCHEWAN
(the "City")

OF THE FIRST PART

- and -

TRI-LINE DISPOSAL INC.
(the "Contractor")

OF THE SECOND PART

WHEREAS the City requires the services of the Contractor in connection with Collection and Disposal of Commercial, Light Industrial, Institutional, and Medical Waste;

AND WHEREAS the Contractor is qualified or has in its employment personnel qualified to provide the required services;

AND WHEREAS

- A. The *Municipal Government Act* (Revised Statutes of Alberta RSA 2000, c.M-26 as amended or repealed and replaced from time to time) authorizes the City to enter into agreements for, and grant exclusive and non-exclusive rights with respect to, the provision of waste management services such as collection, removal, disposal and recycling within the municipal boundaries of the City; and

- B. The City has passed the Solid Waste Bylaw (Bylaw No. C11-95 as amended or repealed and replaced from time to time) for the collection, removal, disposal and recycling of Waste within the municipal boundaries of the City; and
- C. Pursuant to the terms of the aforesaid Solid Waste Bylaw, the City may enter into an agreement with any person or persons and may grant an exclusive or non-exclusive right to any person or persons for the collection, removal, disposal and recycling of Waste within the municipal boundaries of the City; and
- D. The City and the Contractor are desirous of entering into this Agreement setting forth their respective rights and obligations relating to the services contemplated herein.

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

1. The City hereby retains the Contractor and the Contractor hereby accepts such retainer to provide the services described in Schedule "A" hereto (the "Services").
2. The Contractor will provide qualified staff to provide the Services required under this Agreement.
3. The Contractor shall be responsible for appropriate and safe usage of wireless communication devices while conducting City-related business pursuant to City Policy Gen-019A.
4. Prior to commencing the Services described hereunder, the Contractor shall provide evidence of compliance with all requirements of the Province of Alberta with respect to Workers' Compensation including payment due thereunder. At any time during the term of this Agreement, when requested by the City's representative, the

Contractor shall provide such evidence of compliance by himself and any or all of his sub-contractors.

5. The term of the Agreement shall be June 1, 2011 to May 31, 2016 (the "Term") unless earlier terminated by the City as set forth herein. The Contractor shall complete all of its work as set out in Schedule "A" before the expiry of the Term.
6. In consideration of the proper performance of the obligations of the Contractor pursuant to this Agreement, the City hereby grants the Contractor the exclusive right to collect, remove and dispose of Commercial Waste from commercial, institutional, light industrial, and medical premises located within the municipal boundaries of the City under the terms and conditions of this Agreement.
7. (a) Nothing in this Agreement shall be construed as:
 - (i) constituting either party as the agent, employer or representative of the other party;
 - (ii) creating a partnership; or
 - (iii) imposing upon either party any partnership duty, obligation or liability to the other party.(b) The relationship created by this Agreement between the City and the Contractor is that of independent contractor.
8. All amounts payable to the Contractor for services hereunder shall be exclusive of any Goods and Services Tax ("GST") payable thereon.

9. The Contractor shall be responsible for the payment of all source deductions, income tax, Canada Pension contributions, employment insurance premiums and all other required payments, contributions or deductions including, but not limited to, any assessments levied pursuant to the *Workers' Compensation Act* that arise or may hereafter arise with respect to the services performed by the Contractor under this Agreement.
10. The Contractor shall be responsible for all fees, licenses, permits, filings, and all other costs incidental to the performance of the Contractor's obligations under this Agreement.
11. The City may, at its discretion, agree in advance to reimburse the Contractor for specific expenses to be incurred by the Contractor in the discharge of its obligations hereunder. Such expenses shall only be paid when approved prior to expenditure and thereafter supported by proper receipts, invoices or vouchers submitted to the City within thirty (30) days from the date upon which such expenses are incurred.
12. The Contractor may accept concurrent contracting retainers from other parties during the Term; PROVIDED THAT they do not interfere, in the opinion of the City acting reasonably, with the Services the Contractor is required to perform under this Agreement.
13. The Contractor has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the City, nor to bind the City in any manner whatsoever.

14. The Contractor will report on a regular basis, as required by the City, on the Services provided pursuant to this Agreement. The Contractor will make available such information, including data and documents, as the City may require from time to time relating to the obligations of the Contractor to allow the City to evaluate the quality and progress of Services provided under this Agreement.
15. (a) Where the City determines that the Contractor is in default of its obligations as set out in this Agreement, the City shall, by written Notice of Default, require the Contractor to remedy such default, at the Contractor's sole expense, within forty-eight (48) hours of the delivery of the Notice of Default to the Contractor. The Contractor shall be in compliance with the City's instructions if:
- (i) the Contractor corrects the default within the time specified in the Notice of Default; or
 - (ii) if the default cannot be corrected within the time specified in the Notice of Default, the Contractor commences the correction of the default within the time specified in the Notice of Default; and
 - (iii) the Contractor provides a schedule to correct default acceptable to the City; and
 - (iv) the Contractor corrects the default within the time set out in the schedule agreed to by the City.
- (b) In the event that the default is not corrected in accordance with this clause to the City's satisfaction, or in the event of urgent circumstances where the giving of a written Notice of Default is impossible, or impracticable, as may be determined by the City in its sole and unfettered discretion, the City may, without prejudice to any other right that the City has pursuant to this Agreement, or at law:
- (i) terminate the Contractor's right to continue with the work of this Agreement, in whole or in part; or
 - (ii) terminate the Agreement forthwith; or
 - (iii) correct the default.

(c) The sum of all damages, expenses, fees, costs, including but not limited to solicitor and client legal costs, incurred or suffered by the City as a result of the Contractor's failure to correct the default, or the termination of the Contractor's right to continue with the work of this Agreement, in whole or in part, or the termination of the Agreement, shall be a debt immediately due and owing by the Contractor to the City which debt may be offset by the City against the Contractor's performance bond lodged with the City pursuant to this Agreement or any other monies payable by the City to the Contractor. The exercise by the City of the rights pursuant to this clause shall not limit any other remedy the City may have pursuant to this Agreement or at law.

16. Ownership of any work, information, records or materials, regardless of form, and including, but not limited to, any copyright, patent, industrial design process or trademark, acquired or produced under this Agreement by the Contractor, or provided by the City for use by the Contractor, vests in the City.
17. The Contractor acknowledges that information and records compiled or created under this Agreement, which are in the custody of the Contractor, are subject to the *Freedom of Information and Protection of Privacy Act*, RSA 2000, Chapter F25. If a request is received for any of these records, the Contractor shall forward the information and records, at the Contractor's expense, to the City within five (5) calendar days of official notification by the City.
18. The Contractor shall retain all information and records received or compiled by the Contractor in accordance with this Agreement for a period of one (1) year from the date of termination of this Agreement, after which the information and records shall be transferred to the possession of the City.

19. The City shall furnish to the Contractor such information in its possession reasonably required for the proper performance of the obligations of the Contractor, and shall, in every way provide such cooperation as is reasonable in order for the Contractor to be able to perform the services required pursuant to this Agreement in a satisfactory manner.
20. The Contractor hereby represents and warrants with and to the City, and acknowledges that the City is relying upon such representation and warranty, that the Contractor is in compliance with all laws and regulations of any public authority relating to the conduct of its business and has all required approvals, permits, licenses, certificates and authorizations necessary to carry on its business and to carry out its obligations hereunder and there are not any proceedings whatsoever, actual or pending, and whether concerning cancellation, extension or otherwise, relating to the said approvals, permits, licenses, certificates or authorizations.
21. Without in any way limiting the liability of the Contractor under this Agreement, the Contractor shall obtain and maintain in force during the term of this Agreement the following insurance:
 - (a) standard automobile insurance covering owned, non-owned and rented automotive equipment, bodily injury and property damage insurance providing coverage of at least Two Million (\$2,000,000.00) Dollars inclusive per accident for the injury to or death of one or more persons or damage to or destruction of property;
 - (b) a commercial general liability insurance policy per occurrence providing coverage of at least Five Million (\$5,000,000.00) Dollars inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - (i) non-owned automobile liability;

- (ii) independent sub-contractors;
 - (iii) contractual liability including this Agreement;
 - (iv) contingent employer's liability;
 - (v) broad form property damage, including mobile equipment endorsement;
 - (vi) environmental liability;
 - (vii) cross-liability; and
 - (viii) products and completed operations
- (c) workers compensation coverage for all employees, if any, engaged by the Contractor in accordance with the laws of the Province of Alberta;
- (d) employer's liability insurance respecting employees, if any, of the Contractor with limits of liability of not less than Two Million (\$2,000,000.00) Dollars per employee for each accident, accidental injury or death of an employee or any sub-contractor engaged by the Contractor; and
- (e) such other insurance as the City may from time to time reasonably require.

The Contractor shall be liable for the cost of all of the insurance required to be held by the Contractor as set forth herein and for payment of all deductible amounts from such policies of insurance.

22. The Contractor shall ensure that:

- (a) all insurance coverage maintained by the Contractor in accordance with this Agreement shall include waivers of subrogation by the insurers in favor of the City and shall name the City as an additional insured in respect to the Services provided to the City by the Contractor;
- (b) no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days written notice of such cancellation to the City; and

- (c) a Certificate of Insurance is furnished, satisfactory to the City, evidencing the required insurance coverage.

23. The Contractor shall at all times and without limitation, indemnify and save harmless the City, its Councillors, directors, officers, employees, contractors, agents and representatives from and against any and all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which any of the City, its Councillors, directors, officers, employees, contractors, agents and representatives may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by, and/or arising as a direct or indirect result of:

- (a) the Contractor's performance or purported performance or non-performance of this Agreement; or
- (b) the failure of the Contractor to remit all applicable tax withholdings, Canada Pension contributions, employment insurance contributions and all other payments, contributions or deductions for which the Contractor is liable.

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

25. This Agreement may be terminated for convenience by the City at any time by giving forty-eight (48) hours written notice of termination for convenience to the Contractor. The effective date of the termination for convenience shall be set out in the Notice of Termination for Convenience. The Contractor's right to consideration shall be limited

to payment for services performed and not previously paid for up to the effective date as set out in the Notice of Termination for Convenience. The Contractor specifically agrees that the Notice of Termination for Convenience and consideration set forth in this clause constitutes reasonable, fair and equitable notice and compensation for damages, if any, which may be suffered by the Contractor as a result of the termination for convenience of this Agreement. In the event this Agreement is terminated for convenience, the Contractor shall perform the services required by this Agreement up to and including the effective date set out in the Notice of Termination for Convenience and shall, upon request, provide the City with a written report on the services rendered to the time of termination for convenience. Except for any such report, the Contractor shall not perform any further services subsequent to the effective date set out in the Notice of Termination for Convenience.

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

27. For the purposes of this Agreement, the addresses of the parties are:

CITY OF FORT SASKATCHEWAN
10005 - 102 Street
Fort Saskatchewan, Alberta T8L 2C5

Attention: Grant Schaffer

and

TRI-LINE DISPOSAL INC.
11907 - 154 Street
Edmonton, AB T5V 1N5

Attention: David Appleton

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

28. The laws of the Province of Alberta shall govern this Agreement.
29. The obligations of the Contractor performed pursuant to this Agreement shall only be performed by the Contractor or an employee or a party acting on behalf of the Contractor who has been approved in advance in writing by the City, such approval which may be arbitrarily withheld and which may be terminated or revoked at any time in the discretion of the City.

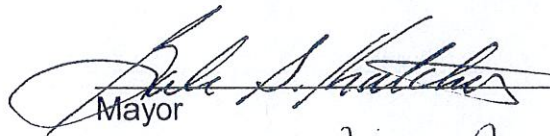
30. This Agreement constitutes the entire Agreement between the parties hereto and the parties acknowledge and agree that there are no covenants, representations, warranties, contracts or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement.
31. This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.
32. This Agreement shall enure to the benefit of and be binding upon the parties herein and their respective heirs, successors and assigns.
33. This agreement may not be assigned in whole or in part by the Contractor without the express written permission of the City, which permission may be unreasonably or arbitrarily withheld. Notwithstanding that the Contractor may assign its interest in the Agreement with the permission of the City, the Contractor shall remain liable under the provisions hereof. Any assignment contrary to the provisions of hereof is void.
34. This Agreement is subject to approval by the Alberta Utilities Commission.
35. Time is of the essence in this Agreement, and if either party shall fail to perform the covenants on its part to be performed at fixed times or alternatively within a reasonable time for the performance thereof under the terms of this Agreement, the other party may elect to terminate this Agreement.
35. 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 permitted by law.

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

In the absence of a corporate seal, the Affidavit of Execution attached shall be completed in full and is declared to be and form part of this Agreement.

CITY OF FORT SASKATCHEWAN




Mayor



Director, Legislative Services


TRI-LINE DISPOSAL INC.

Per: 

Per: 



Witness



Witness

CITY OF FORT SASKATCHEWAN



SIGNATURE



DATE

SCHEDULE "A"

SERVICES

The Contractor shall Collect, Haul, and Dispose of waste from Commercial, Light Industrial, Institutional, and Medical premises under the terms of this agreement, the Solid Waste Bylaw, and the following provisions:

1. The Contractor shall be responsible for the collection, removal and disposal of Commercial Waste at an Alberta Environment licensed facility, from commercial, institutional, light industrial and medical premises located within the municipal boundaries of the City under the terms and conditions of this Agreement.
2. The Contractor shall pay disposal fees to the Waste Disposal Facility for the disposal of commercial, light industrial, institutional, and medical waste.
3. The Contractor shall, upon the request of any person who is the owner, occupant, tenant or person in charge of any commercial, institutional, light industrial, or medical premises, enter into an agreement for the collection of Commercial Waste therefrom, provided that such agreement is in accordance with the provisions of the Bylaw and this Agreement. The term of any agreement shall not exceed the term of this agreement.
4. In the event that the Contractor enters into an agreement as contemplated in Clause 3 herein, the charges of the Contractor for the collection, removal and disposal of Commercial Waste thereunder shall be billed directly to the party requesting such services, but in no event shall such charges exceed the charges described in Schedule "B" herein.
5. The City and the Contractor agree that the exclusive right to collect, remove and dispose of Waste from commercial, institutional, light industrial, and medical premises shall not prevent the owner, occupant, tenant or person in charge of any commercial, institutional, light industrial, or medical premises from entering into an agreement with any other person or persons for the collection, removal and disposal of Waste accumulated at such premises as a result of construction or renovation activity at such premises.
6. The City and the Contractor agree that in the event of an infringement of the exclusive right granted in this agreement by any person or persons, the onus shall be solely upon the Contractor to initiate such action as is necessary to enforce the exclusive rights under the provisions of this Agreement.
7. The Contractor shall lodge a performance bond with the City in the amount of Fifty Thousand Dollars (\$50,000) in such form and content as is satisfactory to the City in

its sole, absolute and unfettered discretion, which performance bond shall be lodged prior to the effective date of this Agreement and which shall remain in place during the term of this Agreement.

8. In carrying out its obligations hereunder, the Contractor shall be bound by and observe all applicable Federal, Provincial and Municipal legislation, rules, bylaws, regulations and directives which, without limiting the generality of the foregoing, shall include the provisions of the Solid Waste Bylaw, and shall cause all of its employees, agents and contractors to be so bound.
9. The Contractor shall notify the City as to any and all breaches of the Solid Waste Bylaw which the Contractor becomes aware of as soon as reasonably possible thereafter.
10. The Contractor shall pay all business, sales, equipment, machinery, goods and services taxes, other taxes, charges and licences levied or imposed by any competent authority in respect of the personnel, business, sales, equipment, machinery or income of the Contractor.
11. The Contractor shall, at its sole cost, maintain in good working order all of its vehicles and equipment to be used in carrying out its obligations under the terms and provisions of this Agreement.
12. The Contractor shall provide the City a summary of the number and size of containers, frequency of pickup, weights of material disposed of at landfill, and weights of material diverted from landfill on a monthly basis.
13. The Contractor agrees that providing good customer service is paramount. The exclusive franchise does not preclude this principle. The Contractor shall conduct itself in a business like and polite manner, striving to provide excellent customer service to the City of Fort Saskatchewan and the clients being served.
14. In carrying out its obligations hereunder the Contractor shall:
 - (a) ensure that the performance of the service provided for in this Agreement is conducted in accordance with the Bylaw;
 - (b) do such things in order that all of the warranties and representations given by the Contractor hereunder continue to remain in effect respectively during the term hereof; and
 - (c) cause its employees and contractors and all other persons it is responsible for at law to observe all of the obligations of the Contractor hereunder.

15. If the Contractor shall fail to perform any of the obligations or agreements of the Contractor under or in respect of this Agreement the City may, from time to time, in its sole and absolute discretion, and without prejudice to its rights hereunder and at law or in equity, perform or cause to be performed any such agreements or obligations, or any part thereof and for such purpose may do such things as may be requisite. The Contractor shall unconditionally pay all expenses incurred and expenditures made by or on behalf of the City under this Section within ten (10) days from the date of invoice therefore. Further, any expenses incurred or expenditures made as set forth in this Section shall constitute a debt due and owing to the City and such amount may, without further action or notice, be set-off against the Contractor's performance bond that is lodged with the City.

SCHEDULE "B"

FEE FOR SERVICES

Monthly Fees for Commercial, Light Industrial, and Institutional Waste Disposal Service

Frequency of Service	3 yd³ (Rent, Haul, Dispose)	4 yd³ (Rent, Haul, Dispose)	6 yd³ (Rent, Haul, Dispose)
Bi-weekly pickup	\$27.14	\$36.28	\$54.42
1 Time per Week	\$54.28	\$72.57	\$108.85
2 Times per Week	\$108.85	\$145.14	\$217.71
3 Times per Week	\$163.28	\$217.71	\$326.56
4 Times per Week	\$217.71	\$290.28	\$435.42
5 Times per Week	\$272.14	\$362.85	\$544.28
Bin Rental for On-Call Service	\$20.00	\$20.00	\$25.00
Haul and Dispose for On-Call Service	\$15.00	\$18.00	\$27.00
Commercial Compactor	30 yd³ (Rent, Haul)	40 yd³ (Rent, Haul)	
	\$125.00	\$125.00	
Disposal Charges for Commercial Compactor	\$60.00		

Co-Mingled Recycling

Comingled recycling collection is offered through the use of clear plastic bags placed in front loading recycling containers.

Frequency of Service	4 Yard Container	6 Yard Container
Bi-Weekly	\$30.00	\$40.00
1 Time per Week	\$47.63	\$71.45
2 Times per Week	\$95.26	\$142.89
3 Times per Week	\$142.89	\$214.33
4 Times per Week	\$190.52	\$285.78
5 Times per Week	\$238.15	\$356.95
Bin rental for on Call	\$30.00 / month	\$40.00 / month
Haul and Dispose On call	\$15.00	\$20.00

Organics Collection

Organics recycling (beginning August 1, 2011) is offered using 64 gallon toters.

Accepted materials include, but are not limited to: meat and dairy products, bones, compostable bags (required), soiled old corrugated cardboard, paper towel, pizza boxes, etc.

First Toter:	\$19.95 per pickup
Each additional Toter:	\$9.95 per pickup
Rental per month	\$4.95 per toter
Exchanges (at customer request):	\$19.95
Delivery Charge:	\$29.95 (one time charge regardless of quantity)

Maximum weight per toter is 90kg. A surcharge of \$0.46 / kg may be assessed if it is determined that the customer is continuously overweight.

Compostable bags or Toter Liners are required.

The fees outlined in Schedule "B" are for the period June 1, 2011 to December 31, 2011. The fees in subsequent years will be increased by a percentage equivalent to the Consumer Price Index for the Edmonton Capital Region.

Fuel Surcharge, Fees and Levies

A Fuel Surcharge will be added to the fees for service above when the average Pump Price of Diesel Fuel in the Edmonton Capital Region is above \$1.20 / litre. The Fuel Surcharge shall be calculated as follows:



FUEL SURCHARGE TABLE

Based on Fuel prices published by ML Irvin

Fort Saskatchewan - ONLY

\$ 1.20	0.00%	\$ 1.50	6.00%	\$ 1.80	12.00%	\$ 2.10	18.00%	\$ 2.40	24.00%
\$ 1.21	0.20%	\$ 1.51	6.20%	\$ 1.81	12.20%	\$ 2.11	18.20%	\$ 2.41	24.20%
\$ 1.22	0.40%	\$ 1.52	6.40%	\$ 1.82	12.40%	\$ 2.12	18.40%	\$ 2.42	24.40%
\$ 1.23	0.60%	\$ 1.53	6.60%	\$ 1.83	12.60%	\$ 2.13	18.60%	\$ 2.43	24.60%
\$ 1.24	0.80%	\$ 1.54	6.80%	\$ 1.84	12.80%	\$ 2.14	18.80%	\$ 2.44	24.80%
\$ 1.25	1.00%	\$ 1.55	7.00%	\$ 1.85	13.00%	\$ 2.15	19.00%	\$ 2.45	25.00%
\$ 1.26	1.20%	\$ 1.56	7.20%	\$ 1.86	13.20%	\$ 2.16	19.20%	\$ 2.46	25.20%
\$ 1.27	1.40%	\$ 1.57	7.40%	\$ 1.87	13.40%	\$ 2.17	19.40%	\$ 2.47	25.40%
\$ 1.28	1.60%	\$ 1.58	7.60%	\$ 1.88	13.60%	\$ 2.18	19.60%	\$ 2.48	25.60%
\$ 1.29	1.80%	\$ 1.59	7.80%	\$ 1.89	13.80%	\$ 2.19	19.80%	\$ 2.49	25.80%
\$ 1.30	2.00%	\$ 1.60	8.00%	\$ 1.90	14.00%	\$ 2.20	20.00%	\$ 2.50	26.00%
\$ 1.31	2.20%	\$ 1.61	8.20%	\$ 1.91	14.20%	\$ 2.21	20.20%	\$ 2.51	26.20%
\$ 1.32	2.40%	\$ 1.62	8.40%	\$ 1.92	14.40%	\$ 2.22	20.40%	\$ 2.52	26.40%
\$ 1.33	2.60%	\$ 1.63	8.60%	\$ 1.93	14.60%	\$ 2.23	20.60%	\$ 2.53	26.60%
\$ 1.34	2.80%	\$ 1.64	8.80%	\$ 1.94	14.80%	\$ 2.24	20.80%	\$ 2.54	26.80%
\$ 1.35	3.00%	\$ 1.65	9.00%	\$ 1.95	15.00%	\$ 2.25	21.00%	\$ 2.55	27.00%
\$ 1.36	3.20%	\$ 1.66	9.20%	\$ 1.96	15.20%	\$ 2.26	21.20%	\$ 2.56	27.20%
\$ 1.37	3.40%	\$ 1.67	9.40%	\$ 1.97	15.40%	\$ 2.27	21.40%	\$ 2.57	27.40%
\$ 1.38	3.60%	\$ 1.68	9.60%	\$ 1.98	15.60%	\$ 2.28	21.60%	\$ 2.58	27.60%
\$ 1.39	3.80%	\$ 1.69	9.80%	\$ 1.99	15.80%	\$ 2.29	21.80%	\$ 2.59	27.80%
\$ 1.40	4.00%	\$ 1.70	10.00%	\$ 2.00	16.00%	\$ 2.30	22.00%	\$ 2.60	28.00%
\$ 1.41	4.20%	\$ 1.71	10.20%	\$ 2.01	16.20%	\$ 2.31	22.20%	\$ 2.61	28.20%
\$ 1.42	4.40%	\$ 1.72	10.40%	\$ 2.02	16.40%	\$ 2.32	22.40%	\$ 2.62	28.40%
\$ 1.43	4.60%	\$ 1.73	10.60%	\$ 2.03	16.60%	\$ 2.33	22.60%	\$ 2.63	28.60%
\$ 1.44	4.80%	\$ 1.74	10.80%	\$ 2.04	16.80%	\$ 2.34	22.80%	\$ 2.64	28.80%
\$ 1.45	5.00%	\$ 1.75	11.00%	\$ 2.05	17.00%	\$ 2.35	23.00%	\$ 2.65	29.00%
\$ 1.46	5.20%	\$ 1.76	11.20%	\$ 2.06	17.20%	\$ 2.36	23.20%	\$ 2.66	29.20%
\$ 1.47	5.40%	\$ 1.77	11.40%	\$ 2.07	17.40%	\$ 2.37	23.40%	\$ 2.67	29.40%
\$ 1.48	5.60%	\$ 1.78	11.60%	\$ 2.08	17.60%	\$ 2.38	23.60%	\$ 2.68	29.60%
\$ 1.49	5.80%	\$ 1.79	11.80%	\$ 2.09	17.80%	\$ 2.39	23.80%	\$ 2.69	29.80%

The Fuel Surcharge will be listed as a separate line item on invoices to the clients.

No other surcharges, levies or fees will be contemplated during the term of the agreement without the express written consent of the City of Fort Saskatchewan.



CITY OF FORT SASKATCHEWAN

BYLAW NO. C24-05

BEING A BYLAW OF THE CITY OF FORT SASKATCHEWAN TO AUTHORIZE THE ENTERING INTO AN AGREEMENT WITH WASTE SERVICES (CA) INC. FOR COLLECTION, REMOVAL, AND DISPOSAL OF RESIDENTIAL WASTE; RECYCLING STATION AND TRANSFER STATION SERVICES; AND LANDFILL SERVICES

WHEREAS the City of Fort Saskatchewan wishes to enter into an agreement with Waste Services (CA) Inc. for the collection, removal and disposal of Residential Waste; Recycling Station and Transfer Station Services; and Landfill Services;

AND WHEREAS the *Municipal Government Act*, RSA 2000 c.M26, provides that Council may pass a Bylaw authorizing the entering into agreements, upon receiving approval from the Alberta Energy and Utilities Board;

NOW THEREFORE the Council of the City of Fort Saskatchewan, in the Province of Alberta, in open meeting of Council enacts as follows:

1. That the Mayor and Director of Legislative Services be authorized on behalf of the City of Fort Saskatchewan to enter into agreements with Waste Services (CA) Inc. for the collection, removal and disposal of Residential Waste; Recycling Station and Transfer Station Services; and Landfill Services.
2. That a copy of the agreement for Residential Waste Services is attached hereto and marked as "Appendix A".
3. That a copy of the agreement for Recycling Station and Transfer Station Services is attached hereto and marked as "Appendix B".
4. That a copy of the agreement for Landfill Services is attached hereto and marked as "Appendix C".
5. That Bylaw C12-95 and Bylaw C21-00, and all amendments thereto, are hereby repealed upon final passing of this Bylaw.

READ a first time in Council this 25th day of October A.D., 2005.

READ a second time in Council this 24th day of January A.D., 2005.6

Read a third time in Council this 24th day of January A.D., 2005.6

Signed this 24th day of January A.D., 2005.6

CITY OF FORT SASKATCHEWAN			
APPROVED		DATE	INTL
Legal & Form	Oct. 2005	2005	RD
Dep't. Content	Oct. 2005	2005	RD
City Mgr.	Oct. 2005	2005	RD

J. Sheagreen MAYOR
B. Lamberson DIRECTOR, LEGISLATIVE SERVICES

Appendix "A"
Bylaw C24-05

THIS AGREEMENT made the 06 day of JANUARY, 2005. Doc. 82

BETWEEN:

CITY OF FORT SASKATCHEWAN

a municipal corporation under the
laws of the Province of Alberta
(hereinafter referred to as the "City")

OF THE FIRST PART

- and -

WASTE SERVICES (CA) INC.

a body corporate carrying on business
in the Province of Alberta
(hereinafter referred to as the "Contractor")

OF THE SECOND PART

**EXCLUSIVE WASTE MANAGEMENT AGREEMENT
RESIDENTIAL WASTE SERVICES**

WHEREAS:

- A. The *Municipal Government Act* RSA 2000, c.M-26 authorizes the City to enter into agreements for, and grant exclusive and non-exclusive rights with respect to, the provision of waste management services such as collection, removal, disposal and recycling within the municipal boundaries of the City; and
- B. The City has passed Solid Waste Bylaw C11-95 for the collection, removal, disposal and recycling of Waste within the municipal boundaries of the City; and
- C. Pursuant to the terms of Solid Waste Bylaw C11-95, the City may enter into an agreement with any person or persons and may grant an exclusive or non-exclusive right to any person or persons for the collection, removal, disposal and recycling of Waste within the municipal boundaries of the City; and
- D. The City and the Contractor are desirous of entering into this Agreement setting forth their respective rights and obligations relating to the services contemplated herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of these premises and of the terms, conditions, schedules and agreements herein contained, the parties do hereby agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement:

- (a) "Agreement" means this Agreement as the same may be amended from time to time in accordance with the terms hereof and the expressions "herein", "hereof", "hereto", "above", "below" and similar expressions used in any paragraph, subparagraph, section or article of

this Agreement refer and relate to the whole of this Agreement and not to that paragraph, subparagraph, section or article only, unless otherwise expressly provided;

- (b) "Bylaw" means Bylaw C11-95 of the City of Fort Saskatchewan;
- (c) "CPI" means the consumer price index for all goods as calculated by Statistics Canada from time to time for the City of Edmonton region;
- (d) "Co-mingled Recycling" means recycled products mingled together in one container including:
 - (i) newspapers;
 - (ii) mixed papers;
 - (iii) cardboard;
 - (iv) metal cans;
 - (v) glass containers;
 - (vi) box board; and
 - (vii) milk containers;
- (e) "Commercial, Light Industrial, Institutional and Medical Waste Services" means service to properties zoned for commercial, light industrial, institutional and medical uses as defined under the Land Use Bylaw for the City;
- (f) "Commercial Waste" means all Waste collected from commercial, light industrial, institutional and medical premises as those properties are defined under the Land Use Bylaw for the City;
- (g) "Compactor Container" means a container which forms part of or is permanently or temporarily connected to a device or machine which operates in such a manner as to compress Waste within the container;
- (h) "Delivery Point" means a facility at which Waste may be deposited for disposal which is licensed by the Minister of the Environment and designated and approved by the City;
- (i) "Dry Waste" means non-toxic, non-degradable Waste, which, without limiting the generality of the foregoing, includes demolition and construction Waste;
- (j) "Effective Date" means December 1st, 2005, subject to any approval required from the Alberta Energy and Utilities Board as contemplated in Article 22 herein;
- (k) "Landfill Services" means the disposal of Waste delivered to the Delivery Point;
- (l) "Recyclable Materials" means cardboard, glass, metals, plastics, mixed paper, yard waste, newsprint and such other substances designated by the City from time to time;
- (m) "Recycling Service" means the sorting, transportation and marketing of Recyclable Materials;
- (n) "Recycling Station" means a facility designated from time to time by the City where Recyclable Materials may be deposited;
- (o) "Residential Premises" means all residential premises and all rural agricultural residential premises within the municipal boundaries of the City;
- (p) "Residential Waste Services" means the collection and removal of Waste from Residential Premises;

- (q) "Street Can" means a container owned by the City, located on public streets within the municipal boundaries of the City which are used by the general public for the deposit of Waste;
- (r) "Transfer Station" means areas designated by the City from time to time at which Waste may be deposited;
- (s) "Waste" means Dry Waste, Wet Waste, Yard Waste, Recyclable Materials and all compostable materials, refuse, garbage and any other substance or material that may be received at a landfill or recycling facility, as the case may be, in accordance with all applicable permits, authorizations and licenses;
- (t) "Waste Disposal Facility" means a landfill facility licensed by the Minister of the Environment for the disposal of Waste, which, without limiting the generality of the foregoing, shall include landfill sites, but which shall not include facilities for the processing of Recyclable Materials;
- (u) "Wet Waste" means non-toxic, degradable Waste, which, without limiting the generality of the foregoing, does not include demolition and construction Waste; and
- (v) "Yard Waste" means grass cuttings, shrubbery and hedge prunings (excluding tree branches, stumps, roots and logs), leaves, weeds and garden waste.

1.2 Unless otherwise defined, each capitalized word or phrase herein shall have the meaning ascribed to it in the Bylaw.

ARTICLE 2 - GRANT OF RIGHTS

- 2.1 The City hereby grants the Contractor the exclusive right to collect and remove Waste from Residential Premises located within the municipal boundaries of the City under the terms and conditions of this Agreement.
- 2.2 The City reserves the right to grant rights to other persons for the provision of services related to Waste and Recyclable Materials which are not specifically provided for herein but prior to granting such other rights (if any) the City shall negotiate with the Contractor with regard to the same.

ARTICLE 3 - TERM OF AGREEMENT

- 3.1 The term of this Agreement shall expire midnight, November 30, 2010 with an option to extend the term of the Agreement until November 20, 2015.

ARTICLE 4 - RESIDENTIAL WASTE SERVICES

- 4.1 The Contractor shall be responsible for the collection and removal of Waste from all Residential Premises located within the municipal boundaries of the City and the hauling of such Waste to the Delivery Point.
- 4.2 Subject to section 4.4 herein, the City shall pay to the Contractor the charges described in Schedule "A" herein for the collection, removal and disposal of Waste from all Residential Premises within the municipal boundaries of the City for the term of this Agreement.

- 4.3 Charges described in section 4.2 herein, shall include all multi-residential dwelling container rental, and all collection, haulage rates, charges, levies and fees, which, without limiting the generality of the foregoing, shall include the provision of Containers as required by the City from time to time.
- 4.4 Charges described in section 4.2 herein contemplate delivery of the waste to a Delivery Point which is thirty-six (36) kilometres or less from the nearest municipal boundary of the City, provided however:
- (a) if the distance from the nearest municipal boundary of the City to the Delivery Point is greater than thirty-six (36) kilometres, the City shall pay the Contractor an additional charge (hereinafter referred to as the "Overhaul Charge") described in Schedule "A" hereto; and
 - (b) if the distance from the nearest municipal boundary of the City to the Delivery Point is less than thirty six (36) kilometres, the City shall pay the Contractor a reduced charge (hereinafter referred to as the "Underhaul Charge") described in Schedule "A" hereto.
- 4.5 The Contractor shall, upon request by the City from time to time, supply to the City evidence satisfactory to the City as to computation of the Overhaul Charge and Underhaul Charge, as the case may be.
- 4.6 For the purposes of section 4.2 herein, the number of Residential Premises to which this Agreement shall apply during the Term shall be calculated by the City and notice provided to the Contractor by December 1st of each year.
- 4.7 The Contractor shall invoice the City for charges accrued pursuant to section 4.2 herein on a monthly basis, with payment due and owing within thirty (30) days of the City receiving an invoice.
- 4.8 All amounts payable by the City to the Contractor hereunder will be exclusive of any goods and services tax ("GST") and the City will, in addition to the amounts payable hereunder, pay to the Contractor all amounts of GST applicable thereon. Concurrently with the execution of this Agreement the Contractor shall be a GST registrant.
- 4.9 The charges agreed herein to be paid to the Contractor by the City for the services to be performed under this Agreement is the sole compensation to be paid to the Contractor for the discharge of the Contractor's obligations under this Agreement and any other costs and expenses incurred in relation to the performance of this Agreement by the Contractor shall be the responsibility of the Contractor. The charges to be paid by the City to the Contractor for the services performed under this Agreement shall be adjusted effective the anniversary date of this Agreement in each year of the term of this Agreement by multiplying the charges by the CPI for the immediately prior 12 month period and the resulting adjusted charges shall apply to and be accepted by the City and the Contractor for the services performed during the following 12 month period.
- 4.10 The Contractor shall remove Waste from Residential Premises located within the municipal boundaries of the City once per week, with the scheduling of Waste removal to be at the discretion of the Contractor unless otherwise directed in writing by the City from time to time, in which event scheduling of Waste removal shall be in accordance with the directives of the City.
- 4.11 The City shall have the option of directing the Contractor to collect Co-Mingled Recycled Products and Yard Waste from all Residential Premises located within the municipal boundaries of the City. The Yard Waste and Co-Mingled Recycled Products collected shall be delivered by the Contractor to a site to be designated by the City within forty (40) kilometres of the City's boundaries. The City shall have the option of directing the Contractor to pick up other materials from all Residential Premises located within the municipal boundaries of the City on such terms and conditions as agreed to by the City and the Contractor.

- 4.12 The City shall have the option of implementing a tag-a-bag program at no additional cost to the City. In such event, the Contractor shall remove Waste packaged in accordance with the requirements of the program concurrently with other Waste as contemplated in Sections 4.11, 4.13 and 4.14 herein. The City shall be responsible for the administration of the program and the issuance of the tags. The Contractor shall pick up and store the tags from the bags as they are picked up.
- 4.13 The City shall also have the option of directing the Contractor to pick up large items from all Residential Premises located within the municipal boundaries of the City, once in the Spring and/or once in the Fall, the scheduling of which is to be at the discretion of the Contractor, unless otherwise directed in writing by the City from time to time, in which event scheduling of removal of such items shall be in accordance with the discretion of the City. Large items shall include, but shall not be restricted to, such things as appliances, furniture, bicycles, sports equipment, toys, tools, barbecues and other items of a similar nature. Any such items which, in the opinion of the Contractor, can be recycled shall be delivered to the Recycling Station. All other items shall be delivered to the Delivery Point.
- 4.14 The City shall have the further option of directing the Contractor to pick up Christmas trees from all Residential Premises located within the municipal boundaries of the City, once in January of each year, the scheduling which shall be at the discretion of the Contractor. The Christmas trees shall be delivered to the Transfer Station.

ARTICLE 5 - TRANSFER STATION SERVICES

[Intentionally Deleted]

ARTICLE 6 - RECYCLING STATION SERVICES

[Intentionally Deleted]

ARTICLE 7 - COMMERCIAL, LIGHT INDUSTRIAL, INSTITUTIONAL AND MEDICAL WASTE SERVICES

[Intentionally Deleted]

ARTICLE 8 - LANDFILL SERVICES

[Intentionally Deleted]

ARTICLE 9 - BONDING

- 9.1 The Contractor shall lodge a performance bond with the City in the amount of Thirty Thousand (\$30,000.00) Dollars in such form and content as is satisfactory to the City in its sole, absolute and unfettered discretion, which performance bond shall be lodged prior to the effective date of this Agreement and which shall remain in place during the term of this Agreement.

ARTICLE 10 - LEGISLATIVE REQUIREMENTS

- 10.1 In carrying out its obligations hereunder, the Contractor shall be bound by and observe all applicable Federal, Provincial and Municipal legislation, rules, bylaws, regulations and directives which, without limiting the generality of the foregoing, shall include the provisions of the Bylaw, and shall cause all of its employees, agents and contractors to be so bound.

ARTICLE 11 - INSURANCE

- 11.1 Without in any way limiting the liability of the Contractor under this Agreement, the Contractor shall obtain and maintain in force during the term of this Agreement, the following insurance:
- (a) standard automobile insurance, bodily injury and property damage insurance providing coverage of at least Two Million (\$2,000,000.00) Dollars inclusive per accident for the injury to or death of one or more persons or damage to or destruction of property;
 - (b) a commercial general liability insurance policy per occurrence providing coverage of at least Two Million (\$2,000,000.00) Dollars inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - (i) non-owned automobile liability;
 - (ii) independent sub-contractors;
 - (iii) contractual liability including this Agreement;
 - (iv) contingent employers liability;
 - (v) broad form property damage endorsement;
 - (vi) environmental liability with an asbestos abatement coverage supplement in the amount of not less than \$250,000.00, if required by the City; and
 - (vii) cross-liability;
 - (c) workers compensation coverage for all employees, if any, engaged by the Contractor in accordance with the laws of the Province of Alberta;
 - (d) employer's liability insurance respecting employees, if any, of the Contractor with limits of liability of not less than Two Million (\$2,000,000.00) Dollars per employee for each accident, accidental injury or death of an employee or any sub-contractor engaged by the Contractor; and
 - (e) such other insurance as the City may from time to time reasonably require.

The Contractor shall be liable for the cost of all of the insurance required to be held by the Contractor as set forth herein and for payment of all deductible amounts from such policies of insurance.

- 11.2 The Contractor shall ensure that:
- (a) all insurance coverage maintained by the Contractor in accordance with this Agreement shall include waivers of subrogation by the insurers in favour of the City and shall name the City as an additional insured in respect to the Services provided to the City by the Contractor;
 - (b) shall provide that no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days written notice of such cancellation to the City;
 - (c) written documentation is furnished, satisfactory to the City evidencing the required insurance coverage.

ARTICLE 12 - BYLAW CONTRAVENTION

- 12.1 The Contractor shall notify the City as to any and all breaches of the Bylaw which the Contractor becomes aware of as soon as reasonably possible thereafter.

ARTICLE 13 - DEPARTMENT MANAGER, PLANNING & PUBLIC WORKS

- 13.1 The Contractor shall abide by any and all directions in writing received from the Manager, Planning & Public Works, or his designate, from time to time relating to Residential Premises located in the City, which, without limiting the generality of the foregoing, shall include directions to add or to cease places or locations of collection and removal of Waste and to provide containers.

ARTICLE 14 - WARRANTIES AND REPRESENTATIONS OF THE CONTRACTOR

- 14.1 The Contractor hereby represents and warrants with and to the City and acknowledges that the City is relying upon such representations and warranties, as follows:
- (a) the Contractor has been incorporated and organized under the laws of Canada, is extra-provincially registered in the Province of Alberta and is a valid and subsisting corporation in good standing under all applicable laws of Canada and the Province of Alberta;
 - (b) the Contractor has the corporate power to own its assets and to carry on the business of collection, removal, disposal and recycling of Waste pursuant to the terms hereof;
 - (c) the Contractor is validly and properly registered and licensed under the appropriate laws of each and every jurisdiction in which the nature of its business makes such qualification necessary and, in particular, in order to carry out its obligations under the terms and provisions of this Agreement;
 - (d) the execution and delivery of this Agreement does not:
 - (i) violate any provision of;
 - (ii) result in the acceleration of any obligation under;
 - (iii) give any person, firm or corporation any right to terminate; or
 - (iv) terminateany mortgage, lien, lease or other agreement of any kind to which the Contractor is a party or by which the Contractor is bound, or violate or conflict with any other restriction or any kind or character to which the Contractor is subject;
 - (e) the Contractor is in good standing under any and all contracts, licenses and undertakings to which it is a party;
 - (f) the Contractor is in possession of all necessary vehicles, equipment and personnel in order to carry out its obligations under the terms and provisions of this Agreement;
 - (g) the Contractor is in compliance with all laws and regulations of any public authority relating to the conduct of its business and has all required permits, licenses, certificates and authorizations necessary to carry on its business and to carry out its obligations hereunder and there are not any proceedings whatsoever, actual or pending, and whether concerning cancellation, extension or otherwise, relating to the said permits, licenses, certificates or authorizations;
 - (h) the Contractor is not a party directly or indirectly to any legal proceedings or inquiries, and there are no actions, suits, seizures or proceedings pending or threatened against the

Contractor which might give rise to any legal proceedings or inquiries against the Contractor before any court, tribunal, commission, board or other agency, whether Federal, Provincial or Municipal, provided however, that the legal proceedings and inquiries referred to herein are those that would not affect, in any way whatsoever, the Contractor's performance under this Agreement;

- (i) the Contractor is not now operating under or subject to or in default of any judgment, order, writ, injunction, ordinance, regulation or decree or any other requirement of any governmental body or court relating to its property or business;
- (j) there is no pending or threatened grievance, labour dispute, work stoppage or strike nor any charge or complaint against the Contractor before any court, tribunal, commission, board or other agency, whether Federal, Provincial or Municipal, involving any charge of unfair labour practice or relating to labour or employment issues or practices generally;
- (k) any and all municipal taxes with respect to the business of the Contractor have been paid in full to the date hereof;
- (l) the Contractor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);
- (m) the Goods and Services Tax (GST) Account Number of the Contractor is 885237370RT;
- (n) the Contractor has corporate power to execute and deliver this Agreement and has taken all action required by law, its constating documents, any unanimous shareholder agreement or otherwise, to authorize and permit such execution and delivery of this Agreement;
- (o) the Contractor has filed all Canadian, provincial and local tax returns required to be filed and have paid all taxes due and payable. Adequate provision has been made for taxes payable for the current period for which tax returns are not yet required to be filed, and all instalments for taxes in the current year have been paid in accordance with applicable legislation. No assessments have been issued and no re-assessments have been made to this date or will be made hereafter questioning or challenging in any way the return that is filed or amended except such as have been paid. All franchise, real and personal property taxes, business taxes and GST of the Contractor have been paid to date. All taxes and other assessments which the Contractor is required by law to withhold or collect to the date hereof have been duly recorded, withheld and collected, and have been paid over to the proper governmental authorities;
- (p) the Contractor is not a "Canadian Controlled Private Corporation" as such term is defined in the *Income Tax Act* (Canada);
- (q) there is no claim, action or proceeding pending or threatened against the Contractor arising out of any statute, ordinance or regulation relating to the payment of wages or benefits, discrimination in employment or employment practices or occupational safety or health standards; and
- (r) the Contractor acknowledges having received and read a copy of the Bylaw and this Agreement.

ARTICLE 15 - FURTHER AGREEMENTS OF THE CONTRACTOR

- 15.1 The Contractor shall pay all business, sales, equipment, machinery, goods and services taxes, other taxes, charges and licenses levied or imposed by any competent authority in respect of the personnel, business, sales, equipment, machinery or income of the Contractor.

- 15.2 The Contractor shall, at its sole cost, maintain in good working order all of its vehicles and equipment to be used in carrying out its obligations under the terms and provisions of this Agreement.
- 15.3 In carrying out its obligations hereunder the Contractor shall:
- (a) ensure that the performance of the service provided for in this Agreement is conducted in accordance with the Bylaw;
 - (b) do such things in order that all of the warranties and representations given by the Contractor hereunder continue to remain in effect respectively during the term hereof; and
 - (c) cause its employees and contractors and all other persons it is responsible for at law to observe all of the obligations of the Contractor hereunder.

ARTICLE 16 - DEFAULT

- 16.1 If during the term hereof:
- (a) any of the goods and chattels of the Contractor shall be taken in execution or by attachment by any creditor of the Contractor;
 - (b) the Contractor shall make an assignment for the benefit of creditors;
 - (c) the Contractor, becoming bankrupt or insolvent, shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors;
 - (d) there is instituted by or against the Contractor any formal or informal procedures for the dissolution or liquidation of, settlement of claims against, or winding up of affairs of the Contractor;
 - (e) there be default or breach or non-performance of any of the obligations or agreements in this Agreement contained on the part of the Contractor;
 - (f) the City, in good faith, believes that the prospect of performance of any of the Contractor's obligations hereunder is impaired;
 - (g) any representation and warranty given by the Contractor is untrue or inaccurate;
 - (h) the Contractor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets or commits or threatens to commit an act of bankruptcy; or
 - (i) a Receiver and Manager or a Receiver/Manager of all or any part of the property, assets or undertakings of the Contractor is appointed

then, and in any of such cases, and without reference to any other rights that the City may have at law or in equity, the City may terminate this Agreement upon written notice to that effect given to the Contractor and upon receipt of the approval of the Alberta Energy and Utilities Board (if required).

ARTICLE 17 - LIABILITY WAIVER AND INDEMNITY

- 17.1 The Contractor shall not make or bring any claim, action, suit, proceeding or demand against the City, its elected officials, officers, employees, servants, agents and contractors with respect to any occurrence, incident, accident or happening relating in any manner whatsoever to this Agreement

and the rights and obligations arising therefrom, which, without limiting the generality of the foregoing, shall include any claim, action, suit, proceeding or demand arising in tort, contract or agreement.

- 17.2 The Contractor shall be liable for and shall indemnify and save harmless the City, its elected officials, officers, employees, servants, agents and contractors, with respect to any claim, liability, action, suit, proceeding or demand of whatever nature:

- (a) which any of the City, its elected officials, officers, employees, servants, agents and contractors may sustain, pay or incur; and/or
- (b) which may be brought or made against any of the City, its elected officials, officers, employees, servants, agents and contractors,

by any third party with respect to any occurrence, incident, accident or happening relating in any manner whatsoever to this Agreement and the rights and obligations arising therefrom, and which indemnity shall, without restricting the generality of the foregoing, include all legal costs on a solicitor and his own client full indemnity basis incurred by the City.

ARTICLE 18 - PERFORMANCE FAILURE

- 18.1 If the Contractor shall fail to perform any of the obligations or agreements of the Contractor under or in respect of this Agreement the City may, from time to time, in its sole and absolute discretion, and without prejudice to its rights hereunder and at law or in equity, perform or cause to be performed any such agreements or obligations, or any part thereof and for such purpose may do such things as may be requisite. The Contractor shall pay all expenses incurred and expenditures made by or on behalf of the City under this Section within ten (10) days from the date of invoice therefore. Further, any expenses incurred or expenditures made as set forth in this Section shall constitute a debt due and owing to the City and such amount may, without further action or notice, be set-off against any sum of money owed by the City to the Contractor, as such may exist from time to time, until all amounts owing to the City have been completely set off.

ARTICLE 19 - SURVIVAL

- 19.1 The parties acknowledge that the provisions of this Agreement which by their context are meant to survive the termination or expiry hereof, including, without restriction, the provisions of sections 14.1, 17.1 and 17.2 herein, shall survive the termination or expiry of this Agreement and shall not be merged therein or therewith.

ARTICLE 20 - GENERAL

- 20.1 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.
- 20.2 This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no general or specific warranties, representations or other agreements by or among the parties in connection with the entering into of this Agreement or the subject matter hereof except as specifically set forth herein.

- 20.3 The parties hereto and each of them do hereby covenant and agree to do such things, obtain such approvals, permits and licenses 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.
- 20.4 This Agreement may be altered or amended in any of its provisions when any such changes are reduced to writing and signed by the parties hereto but not otherwise.
- 20.5 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.
- 20.6 No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.
- 20.7 Any notice required to be given hereunder by any party shall be in writing and 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 or to such other address as a party may from time to time direct in writing as follows:
 - (i) In case of notice to the City, to:

The City of Fort Saskatchewan
10005 - 102 Street
Fort Saskatchewan, Alberta
T8L 2C5

Attn: Manager, Planning & Public Works
 - (ii) In case of notice to the Contractor, to:

Waste Services (CA) Inc
185 Strathmoor Way
Sherwood Park, Alberta
T8H 1Z7

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 seventy two (72) hours 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.

- 20.8 The parties hereby confirm and ratify the matters contained and referred to in the Preamble and the Schedules to this Agreement and agree that same are expressly incorporated into and form part of this Agreement.
- 20.9 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.
- 20.10 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.
- 20.11 The laws of the Province of Alberta shall govern this Agreement.
- 20.12 Time shall be of the essence of this Agreement and of every part hereof.
- 20.13 This Agreement may not be assigned in whole or in part by the Contractor without the express written permission of the City, which permission may be unreasonably or arbitrarily withheld. Notwithstanding that the Contractor may assign its interest in this Agreement with the permission of the City, the Contractor shall remain liable under the provisions hereof. Any assignment contrary to the provisions hereof is void.
- 20.14 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

ARTICLE 21 - EFFECTIVE DATE

- 21.1 This Agreement shall become effective upon the Effective Date.

ARTICLE 22 - ALBERTA ENERGY AND UTILITIES BOARD APPROVAL

- 22.1 This Agreement is subject to approval by the Alberta Energy and Utilities Board.

IN WITNESS WHEREOF this Agreement has been executed by the parties effective as of the date first above written notwithstanding the actual date or dates of execution.



[Signature]
Witness

[Signature]
Witness

CITY OF FORT SASKATCHEWAN

[Signature]
Mayor
[Signature]
Legislative Services Director

WASTE SERVICES (CA) INC.

PER: *[Signature]* David M. Appleton

PER: *[Signature]* KEITH D. HAWKINS

CITY OF FORT SASKATCHEWAN

[Signature]
SIGNATURE

Nov 7, 2005
DATE

SCHEDULE "A"

RESIDENTIAL SERVICE CHARGES

RESIDENTIAL SERVICE EXCLUDING DISPOSAL:

WEEKLY RESIDENTIAL PICKUP (INCLUDES MULTIFAMILY)	\$4.07 per residence per month
WEEKLY TAG-A-BAG RESIDENTIAL PICKUP (INCLUDES MULTIFAMILY)	\$4.07 per unit per month
WEEKLY RESIDENTIAL CO-MINGLED RECYCLING (INCLUDES MULTI-FAMILY)	\$3.41 per residence per month
RESIDENTIAL YARD WASTE – PICKUP EVERY 2 ND WEEK 6 MONTHS PER YEAR (OPTIONAL FOR CITY) see S.4.10	\$2.75 per residence per month
OVERHAUL/UNDERHAUL CHARGE (OPTIONAL FOR CITY) see S.4.4(a) and (b)	\$0.75 per kilometre per tonne
SPRING/FALL LARGE ITEM PICK-UP (OPTIONAL FOR CITY) see S.4.13	\$4.17 per residence per pick-up
CHRISTMAS TREE PICK-UP (OPTIONAL FOR CITY - ONCE PER YEAR) see S.4.14	\$1.50 per residence per pick-up

*All of the foregoing amounts are exclusive of goods and services tax (GST).

*All of the foregoing amounts shall be adjusted for CPI in accordance with Article 4.9 herein.

Appendix "B"
Bylaw C24-05

THIS AGREEMENT made the 26 day of JANUARY, 2005. 226. B2

BETWEEN:

CITY OF FORT SASKATCHEWAN

a municipal corporation under the
laws of the Province of Alberta
(hereinafter referred to as the "City")

OF THE FIRST PART

- and -

WASTE SERVICES (CA) INC.

a body corporate carrying on business
in the Province of Alberta
(hereinafter referred to as the "Contractor")

OF THE SECOND PART

EXCLUSIVE WASTE MANAGEMENT AGREEMENT
RECYCLING STATION AND TRANSFER STATION SERVICES

WHEREAS:

- A. The *Municipal Government Act* RSA 2000 c.M-26 authorizes the City to enter into agreements for, and grant exclusive and non-exclusive rights with respect to, the provision of waste management services such as collection, removal, disposal and recycling within the municipal boundaries of the City; and
- B. The City has passed Solid Waste Bylaw C11-95 for the collection, removal, disposal and recycling of Waste within the municipal boundaries of the City; and
- C. Pursuant to the terms of the Solid Waste Bylaw C11-95, the City may enter into an agreement with any person or persons and may grant an exclusive or non-exclusive right to any person or persons for the collection, removal, disposal and recycling of Waste within the municipal boundaries of the City; and
- D. The City and the Contractor are desirous of entering into this Agreement setting forth their respective rights and obligations relating to the services contemplated herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of these premises and of the terms, conditions, schedules and agreements herein contained, the parties do hereby agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement:

- (a) "Agreement" means this Agreement as the same may be amended from time to time in accordance with the terms hereof and the expressions "herein", "hereof", "hereto", "above", "below" and similar expressions used in any paragraph, subparagraph, section or article of

this Agreement refer and relate to the whole of this Agreement and not to that paragraph, subparagraph, section or article only, unless otherwise expressly provided;

- (b) "Bylaw" means Solid Waste Bylaw C11-95 of the City of Fort Saskatchewan;
- (c) "CPI" means the consumer price index for all goods as calculated by Statistics Canada from time to time for the City of Edmonton region;
- (d) "Commercial, Light Industrial, Institutional and Medical Waste Services" means service to properties zoned for commercial, light industrial, institutional and medical uses as defined under the Land Use Bylaw for the City;
- (e) "Commercial Waste" means all Waste collected from commercial, light industrial, institutional and medical premises as those properties are defined under the Land Use Bylaw for the City;
- (f) "Compactor Container" means a container which forms part of or is permanently or temporarily connected to a device or machine which operates in such a manner as to compress Waste within the container;
- (g) "Delivery Point" means a facility at which Waste may be deposited for disposal which is licensed by the Minister of the Environment and designated and approved by the City;
- (h) "Dry Waste" means non-toxic, non-degradable Waste, which, without limiting the generality of the foregoing, includes demolition and construction Waste;
- (i) "Effective Date" means December 1st, 2005, subject to any approval required from the Alberta Energy and Utilities Board as contemplated in Article 22 herein;
- (j) "Landfill Services" means the disposal of Waste delivered to the Delivery Point;
- (k) "Recyclable Materials" means cardboard, glass, metals, plastics, mixed paper, yard waste, newsprint and such other substances designated by the City from time to time;
- (l) "Recycling Service" means the sorting, transportation and marketing of Recyclable Materials;
- (m) "Recycling Station" means a facility designated from time to time by the City where Recyclable Materials may be deposited;
- (n) "Residential Premises" means all residential premises and all rural agricultural residential premises within the municipal boundaries of the City;
- (o) "Residential Waste Services" means the collection, removal and disposal of Waste from Residential Premises;
- (p) "Street Can" means a container owned by the City, located on public streets within the municipal boundaries of the City which is used by the general public for the deposit of Waste;
- (q) "Transfer Station" means areas designated by the City from time to time at which Waste may be deposited;
- (r) "Waste" means Dry Waste, Wet Waste, Yard Waste, Recyclable Materials and all compostable materials, refuse, garbage and any other substance or material that may be

received at a landfill or recycling facility, as the case may be, in accordance with all applicable permits, authorizations and licenses;

- (s) "Waste Disposal Facility" means a landfill facility licensed by the Minister of the Environment for the disposal of Waste, which, without limiting the generality of the foregoing, shall include landfill sites, but which shall not include facilities for the processing of Recyclable Materials;
- (t) "Wet Waste" means non-toxic, degradable Waste, which, without limiting the generality of the foregoing, does not include demolition and construction Waste; and
- (u) "Yard Waste" means grass cuttings, shrubbery and hedge prunings (excluding tree branches, stumps, roots and logs), leaves, weeds and garden waste.

- 1.2 Unless otherwise defined, each capitalized word or phrase herein shall have the meaning ascribed to it in the Bylaw.

ARTICLE 2 - GRANT OF RIGHTS

- 2.1 The City hereby grants the Contractor the exclusive right to collect and remove Waste from all Transfer Stations as well as collect, remove and market Recyclable Materials from all Recycling Stations located within the municipal boundaries of the City under the terms and conditions of this Agreement.
- 2.2 The City reserves the right to grant rights to other persons for the provision of services related to Waste and Recyclable Materials which are not specifically provided for herein but prior to granting such other rights (if any) the City shall negotiate with the Contractor with regard to the same.

ARTICLE 3 - TERM OF AGREEMENT

- 3.1 The term of this Agreement shall expire midnight November 30th, 2010 with an option to extend the term of the Agreement until November 30th, 2015.

ARTICLE 4 - RESIDENTIAL WASTE SERVICES

[Intentionally Deleted]

ARTICLE 5 - TRANSFER STATION SERVICES

- 5.1 The Contractor shall be responsible for the collection and removal of Waste from all Transfer Stations located within the municipal boundaries of the City and the hauling of such Waste to a Delivery Point as required by the City from time to time. The City may designate in its sole and unfettered discretion, separate and distinct Delivery Points for Wet Waste and Dry Waste.
- 5.2 Subject to section 5.4, the City shall pay to the Contractor the charges described in Schedule "A" herein for the collection, removal and hauling of Waste pursuant to section 5.1 herein, for the term of this Agreement.
- 5.3 Charges described in section 5.2 herein shall include all container rental and all collection, haulage and disposal rates, charges, levies and fees, which, without limiting the generality of the foregoing, shall include all landfill tipping fees and the provision of containers as required by the City.

- 5.4 Charges described in section 5.2 herein contemplate delivery of the Waste to a Delivery Point which is thirty-six (36) kilometres or less from the nearest municipal boundary of the City, provided however:
- (a) if the distance from the nearest municipal boundary of the City to the Delivery Point is greater than thirty-six (36) kilometres the City shall pay the Contractor an additional charge (hereinafter referred to as the "Overhaul Charge") described in Schedule "A" hereto; and
 - (b) if the distance from the nearest municipal boundary of the City to the Delivery Point is less than thirty-six (36) kilometres, the City shall pay the Contractor a reduced charge (hereinafter referred to as the "Underhaul Charge") described in Schedule "A" hereto.
- 5.5 The Contractor shall, upon request by the City from time to time, supply to the City evidence satisfactory to the City as to the computation of the Overhaul Charge and Underhaul Charge, as the case may be.
- 5.6 The Contractor shall invoice the City for charges accrued pursuant to section 5.2 herein on a monthly basis, with payment due and owing within thirty (30) days of the City receiving an invoice.
- 5.7 All amounts payable by the City to the Contractor hereunder will be exclusive of any goods and services tax ("GST") and the City will, in addition to the amounts payable hereunder, pay to the Contractor all amounts of GST applicable thereon. Concurrently with the execution of this Agreement the Contractor shall be a GST registrant.
- 5.8 The charges agreed herein to be paid to the Contractor by the City for the services to be performed under this Agreement is the sole compensation to be paid to the Contractor for the discharge of the Contractor's obligations under this Agreement and any other costs and expenses incurred in relation to the performance of this Agreement by the Contractor shall be the responsibility of the Contractor. The charges to be paid by the City to the Contractor for the services performed under this Agreement shall be adjusted effective the anniversary date of this Agreement in each year of the term of this Agreement by multiplying the charges by the CPI for the immediately prior 12 month period and the resulting adjusted charges shall apply to and be accepted by the City and the Contractor for the services performed during the following 12 month period.

ARTICLE 6 - RECYCLING STATION SERVICES

- 6.1 The Contractor shall be responsible for the collection, removal and marketing of Recyclable Materials from all Recycling Stations located within the municipal boundaries of the City as required by the City from time to time.
- 6.2 The City shall pay to the Contractor the charges described in Schedule "B" herein for the collection, removal and marketing of Recyclable Materials within the municipal boundaries of the City for the term of this Agreement.
- 6.3 The Contractor shall deliver to and market all Recyclable Materials at facilities which recycle such Recyclable Materials in a manner satisfactory to the City within the Edmonton region, and in no event shall such Recyclable Materials be disposed of at a Delivery Point unless directed by the Manager, Planning and Public Works, of the City, or his designate.
- 6.4 The Contractor shall unconditionally pay to the City the proceeds from the Recyclable Materials marketed in accordance with section 6.3 herein, within thirty (30) days of delivery of the marketed Recyclable Materials. In the event that Recyclable Materials are marketed by the Contractor at the request of the City based upon a marketing plan approved by the City that will operate on a net deficit basis, the City shall reimburse the Contractor for any unrecovered costs incurred by the Contractor relating to the marketing of Recyclable Materials provided that the Contractor has made

every effort to recover such costs through the proceeds of the marketing of the Recyclable Materials. The Contractor shall supply the City upon request with sufficient documentation to support any claim made by the Contractor for unrecovered costs relating to the marketing of Recyclable Materials.

- 6.5 The Contractor shall invoice the City for charges accrued pursuant to section 6.2 herein on a monthly basis, with payment due and owing within thirty (30) days of the City receiving an invoice.
- 6.6 All amounts payable by the City to the Contractor hereunder will be exclusive of any goods and services tax ("GST") and the City will, in addition to the amounts payable hereunder, pay to the Contractor all amounts of GST applicable thereon. Concurrently with the execution of this Agreement the Contractor shall be a GST registrant.
- 6.7 The charges agreed herein to be paid to the Contractor by the City for the services to be performed under this Agreement is the sole compensation to be paid to the Contractor for the discharge of the Contractor's obligations under this Agreement and any other costs and expenses incurred in relation to the performance of this Agreement by the Contractor shall be the responsibility of the Contractor. The charges to be paid by the City to the Contractor for the services performed under this Agreement shall be adjusted effective the anniversary date of this Agreement in each year of the term of this Agreement by multiplying the charges by the CPI for the immediately prior 12 month period and the resulting adjusted charges shall apply to and be accepted by the City and the Contractor for the services performed during the following 12 month period.

ARTICLE 7 - COMMERCIAL, LIGHT INDUSTRIAL, INSTITUTIONAL AND MEDICAL WASTE SERVICES

[Intentionally Deleted]

ARTICLE 8 - LANDFILL SERVICES

[Intentionally Deleted]

ARTICLE 9 - BONDING

- 9.1 The Contractor shall lodge a performance bond with the City in the amount of Ten Thousand (\$10,000.00) Dollars in such form and content as is satisfactory to the City in its sole, absolute and unfettered discretion, which performance bond shall be lodged prior to the effective date of this Agreement and which shall remain in place during the term of this Agreement.

ARTICLE 10 - LEGISLATIVE REQUIREMENTS

- 10.1 In carrying out its obligations hereunder, the Contractor shall be bound by and observe all applicable Federal, Provincial and Municipal legislation, rules, bylaws, regulations and directives which, without limiting the generality of the foregoing, shall include the provisions of the Bylaw, and shall cause all of its employees, agents and contractors to be so bound.

ARTICLE 11 - INSURANCE

- 11.1 Without in any way limiting the liability of the Contractor under this Agreement, the Contractor shall obtain and maintain in force during the term of this Agreement, the following insurance:

- (a) standard automobile insurance, bodily injury and property damage insurance providing coverage of at least Two Million (\$2,000,000.00) Dollars inclusive per accident for the injury to or death of one or more persons or damage to or destruction of property;
- (b) a commercial general liability insurance policy per occurrence providing coverage of at least Two Million (\$2,000,000.00) Dollars inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - (i) non-owned automobile liability;
 - (ii) independent sub-contractors;
 - (iii) contractual liability including this Agreement;
 - (iv) contingent employers liability;
 - (v) broad form property damage endorsement;
 - (vi) environmental liability with an asbestos abatement coverage supplement in the amount of not less than \$250,000.00, if required by the City; and
 - (vii) cross-liability.
- (c) workers compensation coverage for all employees, if any, engaged by the Contractor in accordance with the laws of the Province of Alberta;
- (d) employer's liability insurance respecting employees, if any, of the Contractor with limits of liability of not less than Two Million (\$2,000,000.00) Dollars per employee for each accident, accidental injury or death of an employee or any sub-contractor engaged by the Contractor; and
- (e) such other insurance as the City may from time to time reasonably require.

The Contractor shall be liable for the cost of all of the insurance required to be held by the Contractor as set forth herein and for payment of all deductible amounts from such policies of insurance.

11.2 The Contractor shall ensure that:

- (a) all insurance coverage maintained by the Contractor in accordance with this Agreement shall include waivers of subrogation by the insurers in favour of the City and shall name the City as an additional insured in respect to the Services provided to the City by the Contractor;
- (b) shall provide that no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days written notice of such cancellation to the City;
- (c) written documentation is furnished, satisfactory to the City evidencing the required insurance coverage.

ARTICLE 12 - BYLAW CONTRAVENTION

- 12.1** The Contractor shall notify the City as to any and all breaches of the Bylaw which the Contractor becomes aware of as soon as reasonably possible thereafter.

ARTICLE 13 - DEPARTMENT MANAGER, PLANNING & PUBLIC WORKS

- 13.1** The Contractor shall abide by any and all directions in writing received from the Manager, Planning & Public Works, or his designate, from time to time relating to Transfer Stations and Recycling Stations

located in the City, which, without limiting the generality of the foregoing, shall include directions to add or to cease places or locations of collection and removal of Waste and Recyclable Materials.

ARTICLE 14 - WARRANTIES AND REPRESENTATIONS OF THE CONTRACTOR

- 14.1 The Contractor hereby represents and warrants with and to the City and acknowledges that the City is relying upon such representations and warranties, as follows:
- (a) the Contractor has been incorporated and organised under the laws of Canada, is extra-provincially registered in the Province of Alberta and is a valid and subsisting corporation in good standing under all applicable laws of Canada and the Province of Alberta;
 - (b) the Contractor has the corporate power to own its assets and to carry on the business of collection, removal, disposal and recycling of Waste pursuant to the terms hereof;
 - (c) the Contractor is validly and properly registered and licensed under the appropriate laws of each and every jurisdiction in which the nature of its business makes such qualification necessary and, in particular, in order to carry out its obligations under the terms and provisions of this Agreement;
 - (d) the execution and delivery of this Agreement does not:
 - (i) violate any provision of;
 - (ii) result in the acceleration of any obligation under;
 - (iii) give any person, firm or corporation any right to terminate; or
 - (iv) terminate
 - any mortgage, lien, lease or other agreement of any kind to which the Contractor is a party or by which the Contractor is bound, or violate or conflict with any other restriction or any kind or character to which the Contractor is subject;
 - (e) the Contractor is in good standing under any and all contracts, licenses and undertakings to which it is a party;
 - (f) the Contractor is in possession of all necessary vehicles, equipment and personnel in order to carry out its obligations under the terms and provisions of this Agreement;
 - (g) the Contractor is in compliance with all laws and regulations of any public authority relating to the conduct of its business and has all required permits, licenses, certificates and authorizations necessary to carry on its business and to carry out its obligations hereunder and there are not any proceedings whatsoever, actual or pending, and whether concerning cancellation, extension or otherwise, relating to the said permits, licenses, certificates or authorizations;
 - (h) the Contractor is not a party directly or indirectly to any legal proceedings or inquiries, and there are no actions, suits, seizures or proceedings pending or threatened against the Contractor which might give rise to any legal proceedings or inquiries against the Contractor before any court, tribunal, commission, board or other agency, whether Federal, Provincial or Municipal, provided however, that the legal proceedings and inquiries referred to herein are those that would not affect, in any way whatsoever, the Contractor's performance under this Agreement;

- (i) the Contractor is not now operating under or subject to or in default of any judgment, order, writ, injunction, ordinance, regulation or decree or any other requirement of any governmental body or court relating to its property or business;
- (j) there is no pending or threatened grievance, labour dispute, work stoppage or strike nor any charge or complaint against the Contractor before any court, tribunal, commission, board or other agency, whether Federal, Provincial or Municipal, involving any charge of unfair labour practice or relating to labour or employment issues or practices generally;
- (k) any and all municipal taxes with respect to the business of the Contractor have been paid in full to the date hereof;
- (l) the Contractor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);
- (m) the Goods and Services Tax (GST) Account Number of the Contractor is 885237370RT;
- (n) the Contractor has corporate power to execute and deliver this Agreement and has taken all action required by law, its constituting documents, any unanimous shareholder agreement or otherwise, to authorize and permit such execution and delivery of this Agreement;
- (o) the Contractor has filed all Canadian, provincial and local tax returns required to be filed and have paid all taxes due and payable. Adequate provision has been made for taxes payable for the current period for which tax returns are not yet required to be filed, and all instalments for taxes in the current year have been paid in accordance with applicable legislation. No assessments have been issued and no re-assessments have been made to this date or will be made hereafter questioning or challenging in any way the return that is filed or amended except such as have been paid. All franchise, real and personal property taxes, business taxes and GST of the Contractor have been paid to date. All taxes and other assessments which the Contractor is required by law to withhold or collect to the date hereof have been duly recorded, withheld and collected, and have been paid over to the proper governmental authorities;
- (p) the Contractor is not a "Canadian Controlled Private Corporation" as such term is defined in the *Income Tax Act* (Canada);
- (q) there is no claim, action or proceeding pending or threatened against the Contractor arising out of any statute, ordinance or regulation relating to the payment of wages or benefits, discrimination in employment or employment practices or occupational safety or health standards; and
- (r) the Contractor acknowledges having received and read a copy of the Bylaw and this Agreement.

ARTICLE 15 - FURTHER AGREEMENTS OF THE CONTRACTOR

- 15.1 The Contractor shall pay all business, sales, equipment, machinery, goods and services taxes, other taxes, charges and licenses levied or imposed by any competent authority in respect of the personnel, business, sales, equipment, machinery or income of the Contractor.
- 15.2 The Contractor shall, at its sole cost, maintain in good working order all of its vehicles and equipment to be used in carrying out its obligations under the terms and provisions of this Agreement.
- 15.3 In carrying out its obligations hereunder the Contractor shall:

- (a) ensure that the performance of the service provided for in this Agreement is conducted in accordance with the Bylaw;
- (b) do such things in order that all of the warranties and representations given by the Contractor hereunder continue to remain in effect respectively during the term hereof; and
- (c) cause its employees and contractors and all other persons it is responsible for at law to observe all of the obligations of the Contractor hereunder.

ARTICLE 16 - DEFAULT

16.1 If during the term hereof:

- (a) any of the goods and chattels of the Contractor shall be taken in execution or by attachment by any creditor of the Contractor;
- (b) the Contractor shall make an assignment for the benefit of creditors;
- (c) the Contractor, becoming bankrupt or insolvent, shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors;
- (d) there is instituted by or against the Contractor any formal or informal procedures for the dissolution or liquidation of, settlement of claims against, or winding up of affairs of the Contractor;
- (e) there be default or breach or non-performance of any of the obligations or agreements in this Agreement contained on the part of the Contractor;
- (f) the City, in good faith, believes that the prospect of performance of any of the Contractor's obligations hereunder is impaired;
- (g) any representation and warranty given by the Contractor is untrue or inaccurate;
- (h) the Contractor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets or commits or threatens to commit an act of bankruptcy; or
- (i) a Receiver and Manager or a Receiver/Manager of all or any part of the property, assets or undertakings of the Contractor is appointed;

then, and in any of such cases, and without reference to any other rights that the City may have at law or in equity, the City may terminate this Agreement upon written notice to that effect given to the Contractor and upon receipt of the approval of the Alberta Energy and Utilities Board (if required).

ARTICLE 17 - LIABILITY WAIVER AND INDEMNITY

17.1 The Contractor shall not make or bring any claim, action, suit, proceeding or demand against the City, its elected officials, officers, employees, servants, agents and contractors with respect to any occurrence, incident, accident or happening relating in any manner whatsoever to this Agreement and the rights and obligations arising therefrom, which, without limiting the generality of the foregoing, shall include any claim, action, suit, proceeding or demand arising in tort, contract or agreement.

17.2 The Contractor shall be liable for and shall indemnify and save harmless the City, its elected officials, officers, employees, servants, agents and contractors, with respect to any claim, liability, action, suit, proceeding or demand of whatever nature:

- (a) which any of the City, its elected officials, officers, employees, servants, agents and contractors may sustain, pay or incur; and/or
- (b) which may be brought or made against any of the City, its elected officials, officers, employees, servants, agents and contractors,

by any third party with respect to any occurrence, incident, accident or happening relating in any manner whatsoever to this Agreement and the rights and obligations arising therefrom, and which indemnity shall, without restricting the generality of the foregoing, include all legal costs on a solicitor and his own client full indemnity basis incurred by the City.

ARTICLE 18 - PERFORMANCE FAILURE

18.1 If the Contractor shall fail to perform any of the obligations or agreements of the Contractor under or in respect of this Agreement the City may, from time to time, in its sole and absolute discretion, and without prejudice to its rights hereunder and at law or in equity, perform or cause to be performed any such agreements or obligations, or any part thereof and for such purpose may do such things as may be requisite. The Contractor shall unconditionally pay all expenses and expenditures incurred or made on behalf of the City under this Section within ten (10) days from the date of invoice therefore. Further, any expenses incurred or expenditures made as set forth in this Section shall constitute a debt due and owing to the City and such amount may, without further action or notice, be set-off against any sum of money owed by the City to the Contractor, as such may exist from time to time, until all amounts owing to the City have been completely set off.

ARTICLE 19 - SURVIVAL

19.1 The parties acknowledge that the provisions of this Agreement which by their context are meant to survive the termination or expiry hereof, including, without restriction, the provisions of sections 14.1, 17.1 and 17.2 herein, shall survive the termination or expiry of this Agreement and shall not be merged therein or therewith.

ARTICLE 20 - GENERAL

20.1 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.

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

20.3 The parties hereto and each of them do hereby covenant and agree to do such things, obtain such approvals, permits and licenses 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.

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

20.5 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.

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

20.7 Any notice required to be given hereunder by any party shall be in writing and 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 or to such other address as a party may from time to time direct in writing as follows:

(i) In case of notice to the City, to:

The City of Fort Saskatchewan
10005 - 102 Street
Fort Saskatchewan, Alberta
T8L 2C5

Attn: Manager, Planning & Public Works

(ii) In case of notice to the Contractor, to:

Waste Services (CA) Inc
185 Strathmoor Way
Sherwood Park, Alberta
T8H 1Z7

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 seventy two (72) hours 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.

20.8 The parties hereby confirm and ratify the matters contained and referred to in the Preamble and the Schedules to this Agreement and agree that same are expressly incorporated into and form part of this Agreement.

20.9 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.

- 20.10 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.
- 20.11 The laws of the Province of Alberta shall govern this Agreement.
- 20.12 Time shall be of the essence of this Agreement and of every part hereof.
- 20.13 This Agreement may not be assigned in whole or in part by the Contractor without the express written permission of the City, which permission may be unreasonably or arbitrarily withheld. Notwithstanding that the Contractor may assign its interest in this Agreement with the permission of the City, the Contractor shall remain liable under the provisions hereof. Any assignment contrary to the provisions hereof is void.
- 20.14 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

ARTICLE 21 - EFFECTIVE DATE

- 21.1 This Agreement shall become effective upon the Effective Date.

ARTICLE 22 - ALBERTA ENERGY AND UTILITIES BOARD APPROVAL

- 22.1 This Agreement is subject to approval by the Alberta Energy and Utilities Board.

IN WITNESS WHEREOF this Agreement has been executed by the parties effective as of the date first above written notwithstanding the actual date or dates of execution.



Will

Witness

Will

Witness

CITY OF FORT SASKATCHEWAN

[Signature]

Mayor

B. Douchman

Legislative Services Director

WASTE SERVICES (CA) INC.

Per: *[Signature]*

David M. Appleton

KEITH D. HAWKINS

KEITH D. HAWKINS

CITY OF FORT SASKATCHEWAN

[Signature]

SIGNATURE

NOV-7, 2005

DATE

SCHEDULE "A"

TRANSFER STATION SERVICE CHARGES

DROP-OFF STATION 40 CUBIC YARD RENT AND HAUL	\$135.00 per lift
OVERHAUL/UNDERHAUL CHARGE (OPTIONAL FOR THE CITY) see S.5.4(a) and (b)	\$0.75 per kilometre per tonne

* All of the foregoing amounts are exclusive of Goods and Services tax (GST).

* All of the foregoing amounts shall be adjusted for CPI in accordance with Article 5.8 herein.

SCHEDULE "B"

RECYCLING STATION SERVICE CHARGES

RECYCLING STATION RENT AND HAUL 15 CUBIC YARD	\$135.00 per lift
30 CUBIC YARD	\$135.00 per lift
40 CUBIC YARD	\$135.00 per lift
OVERHAUL/UNDERHAUL CHARGE (OPTIONAL FOR THE CITY) see S.5.4(a) and (b)	\$0.75 per kilometre per tonne

*All of the foregoing amounts are exclusive of Goods and Services Tax (GST).

*All of the foregoing amounts shall be adjusted for CPI in accordance with Article 6.7 herein.

Appendix "C"
Bylaw C24-05

THIS AGREEMENT made the 26 day of JANUARY, 2005. Joc B2

BETWEEN:

CITY OF FORT SASKATCHEWAN

a municipal corporation under the
laws of the Province of Alberta
(hereinafter referred to as the "City")

OF THE FIRST PART

- and -

WASTE SERVICES (CA) INC.

a body corporate carrying on business
in the Province of Alberta
(hereinafter referred to as the "Contractor")

OF THE SECOND PART

**EXCLUSIVE WASTE MANAGEMENT AGREEMENT
LANDFILL SERVICES**

WHEREAS:

- A. The *Municipal Government Act* RSA 2000, c.M-26 authorizes the City to enter into agreements for, and grant exclusive and non-exclusive rights with respect to, the provision of waste management services such as collection, removal, disposal and recycling within the municipal boundaries of the City; and
- B. The City has passed Solid Waste Bylaw C11-95 for the collection, removal, disposal and recycling of Waste within the municipal boundaries of the City; and
- C. Pursuant to the terms of Solid Waste Bylaw C11-95, the City may enter into an agreement with any person or persons and may grant an exclusive or non-exclusive right to any person or persons for the collection, removal, disposal and recycling of Waste within the municipal boundaries of the City; and
- D. The City and the Contractor are desirous of entering into this Agreement setting forth their respective rights and obligations relating to the services contemplated herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of these premises and of the terms, conditions, schedules and agreements herein contained, the parties do hereby agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement:

- (a) "Agreement" means this Agreement as the same may be amended from time to time in accordance with the terms hereof and the expressions "herein", "hereof", "hereto", "above", "below" and similar expressions used in any paragraph, subparagraph, section or article of

this Agreement refer and relate to the whole of this Agreement and not to that paragraph, subparagraph, section or article only, unless otherwise expressly provided;

- (b) "Bylaw" means Solid Waste Bylaw C11-95 of the City of Fort Saskatchewan;
- (c) "CPI" means the consumer price index for all goods as calculated by Statistics Canada from time to time for the City of Edmonton region;
- (d) "Commercial, Light Industrial, Institutional and Medical Waste Services" means service to properties zoned for commercial, light industrial, institutional and medical uses as defined under the Land Use Bylaw for the City;
- (e) "Commercial Waste" means all Waste collected from commercial, light industrial, institutional and medical premises as those properties are defined under the Land Use Bylaw for the City;
- (f) "Compactor Container" means a container which forms part of or is permanently or temporarily connected to a device or machine which operates in such a manner as to compress Waste within the container;
- (g) "Delivery Point" means a facility at which Waste may be deposited for disposal which is licensed by the Minister of the Environment and designated and approved by the City;
- (h) "Dry Waste" means non-toxic, non-degradable Waste, which, without limiting the generality of the foregoing, includes demolition and construction Waste;
- (i) "Effective Date" means December 1, 2005, subject to any approval required from the Alberta Energy and Utilities Board as contemplated in Article 22 herein;
- (j) "Landfill Services" means the disposal of Waste delivered to the Delivery Point;
- (k) "Recyclable Materials" means cardboard, glass, metals, plastics, mixed paper, yard waste, newsprint and such other substances designated by the City from time to time;
- (l) "Recycling Service" means the sorting, transportation and marketing of Recyclable Materials;
- (m) "Recycling Station" means a facility designated from time to time by the City where Recyclable Materials may be deposited;
- (n) "Residential Premises" means all residential premises and all rural agricultural residential premises within the municipal boundaries of the City;
- (o) "Residential Waste Services" means the collection and removal of Waste from Residential Premises;
- (p) "Street Can" means a container owned by the City, located on public streets within the municipal boundaries of the City which are used by the general public for the deposit of Waste;
- (q) "Transfer Station" means areas designated by the City from time to time at which Waste may be deposited;
- (r) "Waste" means Dry Waste, Wet Waste, Yard Waste, Recyclable Materials and all compostable materials, refuse, garbage and any other substance or material that may be

received at a landfill or recycling facility, as the case may be, in accordance with all applicable permits, authorizations and licenses;

- (s) "Waste Disposal Facility" means a landfill facility licensed by the Minister of the Environment for the disposal of Waste, which, without limiting the generality of the foregoing, shall include landfill sites, but which shall not include facilities for the processing of Recyclable Materials;
- (t) "Wet Waste" means non-toxic, degradable Waste, which, without limiting the generality of the foregoing, does not include demolition and construction Waste; and
- (u) "Yard Waste" means grass cuttings, shrubbery and hedge prunings (excluding tree branches, stumps, roots and logs), leaves, weeds and garden waste.

- 1.2 Unless otherwise defined, each capitalized word or phrase herein shall have the meaning ascribed to it in the Bylaw.

ARTICLE 2 - GRANT OF RIGHTS

- 2.1 The City hereby grants the Contractor the exclusive right to dispose of Residential Waste and Waste from Transfer Stations located within the municipal boundaries of the City.
- 2.2 The City reserves the right to grant rights to other persons for the provision of services related to Waste and Recyclable Materials which are not specifically provided for herein but prior to granting such other rights (if any) the City shall negotiate with the Contractor with regard to the same.

ARTICLE 3 - TERM OF AGREEMENT

- 3.1 The term of this Agreement shall expire midnight, November 30th, 2010 with an option to extend the term of the Agreement until November 30, 2015.

ARTICLE 4 - RESIDENTIAL WASTE SERVICES

[Intentionally Deleted]

ARTICLE 5 - TRANSFER STATION SERVICES

[Intentionally Deleted]

ARTICLE 6 - RECYCLING STATION SERVICES

[Intentionally Deleted]

ARTICLE 7 - COMMERCIAL, LIGHT INDUSTRIAL, INSTITUTIONAL AND MEDICAL WASTE SERVICES

[Intentionally Deleted]

ARTICLE 8 - LANDFILL SERVICES

- 8.1 The Contractor shall dispose of all waste collected from Residential Premises and all wet waste and all dry waste collected from Transfer Stations located within the municipal boundaries of the City and deliver said Waste to the Delivery Point.
- 8.2 The City shall pay the Contractor the charges described in Schedule "A" herein for all Landfill Services.
- 8.3 All amounts payable by the City to the Contractor hereunder will be exclusive of any goods and services tax ("GST") and the City will, in addition to the amounts payable hereunder, pay to the Contractor all amounts of GST applicable thereon. Concurrently with the execution of this Agreement the Contractor shall be a GST registrant.

ARTICLE 9 - BONDING

- 9.1 The Contractor shall lodge a performance bond with the City in the amount of Thirty Thousand (\$30,000.00) Dollars in such form and content as is satisfactory to the City in its sole, absolute and unfettered discretion, which performance bond shall be lodged prior to the effective date of this Agreement and which shall remain in place during the term of this Agreement.

ARTICLE 10 - LEGISLATIVE REQUIREMENTS

- 10.1 In carrying out its obligations hereunder, the Contractor shall be bound by and observe all applicable Federal, Provincial and Municipal legislation, rules, bylaws, regulations and directives which, without limiting the generality of the foregoing, shall include the provisions of the Bylaw, and shall cause all of its employees, agents and contractors to be so bound.

ARTICLE 11 - INSURANCE

- 11.1 Without in any way limiting the liability of the Contractor under this Agreement, the Contractor shall obtain and maintain in force during the term of this Agreement, the following insurance:
- (a) standard automobile insurance, bodily injury and property damage insurance providing coverage of at least Two Million (\$2,000,000.00) Dollars inclusive per accident for the injury to or death of one or more persons or damage to or destruction of property;
 - (b) a commercial general liability insurance policy per occurrence providing coverage of at least Two Million (\$2,000,000.00) Dollars inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - (i) non-owned automobile liability;
 - (ii) independent sub-contractors;
 - (iii) contractual liability including this Agreement;
 - (iv) contingent employers liability;
 - (v) broad form property damage endorsement;
 - (vi) environmental liability with an asbestos abatement coverage supplement in the amount of not less than \$250,000.00, if required by the City; and
 - (vii) cross-liability.

- (c) workers compensation coverage for all employees, if any, engaged by the Contractor in accordance with the laws of the Province of Alberta;
- (d) employer's liability insurance respecting employees, if any, of the Contractor with limits of liability of not less than Two Million (\$2,000,000.00) Dollars per employee for each accident, accidental injury or death of an employee or any sub-contractor engaged by the Contractor; and
- (e) such other insurance as the City may from time to time reasonably require.

The Contractor shall be liable for the cost of all of the insurance required to be held by the Contractor as set forth herein and for payment of all deductible amounts from such policies of insurance.

11.2 The Contractor shall ensure that:

- (a) all insurance coverage maintained by the Contractor in accordance with this Agreement shall include waivers of subrogation by the insurers in favour of the City and shall name the City as an additional insured in respect to the Services provided to the City by the Contractor;
- (b) shall provide that no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days written notice of such cancellation to the City;
- (c) written documentation is furnished, satisfactory to the City evidencing the required insurance coverage.

ARTICLE 12 - BYLAW CONTRAVENTION

12.1 The Contractor shall notify the City as to any and all breaches of the Bylaw which the Contractor becomes aware of as soon as reasonably possible thereafter.

ARTICLE 13 - MANAGER, PLANNING & PUBLIC WORKS

[Intentionally Deleted]

ARTICLE 14 - WARRANTIES AND REPRESENTATIONS OF THE CONTRACTOR

14.1 The Contractor hereby represents and warrants with and to the City and acknowledges that the City is relying upon such representations and warranties, as follows:

- (a) the Contractor has been incorporated and organized under the laws of Canada, is extra-provincially registered in the Province of Alberta and is a valid and subsisting corporation in good standing under all applicable laws of Canada and the Province of Alberta;
- (b) the Contractor has the corporate power to own its assets and to carry on the business of collection, removal, disposal and recycling of Waste pursuant to the terms hereof;
- (c) the Contractor is validly and properly registered and licensed under the appropriate laws of each and every jurisdiction in which the nature of its business makes such qualification necessary and, in particular, in order to carry out its obligations under the terms and provisions of this Agreement;
- (d) the execution and delivery of this Agreement does not:
 - (i) violate any provision of;

- (ii) result in the acceleration of any obligation under;
- (iii) give any person, firm or corporation any right to terminate; or
- (iv) terminate

any mortgage, lien, lease or other agreement of any kind to which the Contractor is a party or by which the Contractor is bound, or violate or conflict with any other restriction or any kind or character to which the Contractor is subject;

- (e) the Contractor is in good standing under any and all contracts, licenses and undertakings to which it is a party;
- (f) the Contractor is in possession of all necessary vehicles, equipment and personnel in order to carry out its obligations under the terms and provisions of this Agreement;
- (g) the Contractor is in compliance with all laws and regulations of any public authority relating to the conduct of its business and has all required permits, licenses, certificates and authorizations necessary to carry on its business and to carry out its obligations hereunder and there are not any proceedings whatsoever, actual or pending, and whether concerning cancellation, extension or otherwise, relating to the said permits, licenses, certificates or authorizations;
- (h) the Contractor is not a party directly or indirectly to any legal proceedings or inquiries, and there are no actions, suits, seizures or proceedings pending or threatened against the Contractor which might give rise to any legal proceedings or inquiries against the Contractor before any court, tribunal, commission, board or other agency, whether Federal, Provincial or Municipal, provided however, that the legal proceedings and inquiries referred to herein are those that would not affect, in any way whatsoever, the Contractor's performance under this Agreement;
- (i) the Contractor is not now operating under or subject to or in default of any judgment, order, writ, injunction, ordinance, regulation or decree or any other requirement of any governmental body or court relating to its property or business;
- (j) there is no pending or threatened grievance, labour dispute, work stoppage or strike nor any charge or complaint against the Contractor before any court, tribunal, commission, board or other agency, whether Federal, Provincial or Municipal, involving any charge of unfair labour practice or relating to labour or employment issues or practices generally;
- (k) any and all municipal taxes with respect to the business of the Contractor have been paid in full to the date hereof;
- (l) the Contractor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);
- (m) the Goods and Services Tax (GST) Account Number of the Contractor is 885237370RT;
- (n) the Contractor has corporate power to execute and deliver this Agreement and has taken all action required by law, its constituting documents, any unanimous shareholder agreement or otherwise, to authorize and permit such execution and delivery of this Agreement;
- (o) the Contractor has filed all Canadian, provincial and local tax returns required to be filed and have paid all taxes due and payable. Adequate provision has been made for taxes payable for the current period for which tax returns are not yet required to be filed, and all instalments

for taxes in the current year have been paid in accordance with applicable legislation. No assessments have been issued and no re-assessments have been made to this date or will be made hereafter questioning or challenging in any way the return that is filed or amended except such as have been paid. All franchise, real and personal property taxes, business taxes and GST of the Contractor have been paid to date. All taxes and other assessments which the Contractor is required by law to withhold or collect to the date hereof have been duly recorded, withheld and collected, and have been paid over to the proper governmental authorities;

- (p) the Contractor is not a "Canadian Controlled Private Corporation" as such term is defined in the *Income Tax Act* (Canada);
- (q) there is no claim, action or proceeding pending or threatened against the Contractor arising out of any statute, ordinance or regulation relating to the payment of wages or benefits, discrimination in employment or employment practices or occupational safety or health standards; and
- (r) the Contractor acknowledges having received and read a copy of the Bylaw and this Agreement.

ARTICLE 15 - FURTHER AGREEMENTS OF THE CONTRACTOR

- 15.1 The Contractor shall pay all business, sales, equipment, machinery, goods and services taxes, other taxes, charges and licenses levied or imposed by any competent authority in respect of the personnel, business, sales, equipment, machinery or income of the Contractor.
- 15.2 The Contractor shall, at its sole cost, maintain in good working order all of its vehicles and equipment to be used in carrying out its obligations under the terms and provisions of this Agreement.
- 15.3 In carrying out its obligations hereunder the Contractor shall:
 - (a) ensure that the performance of the service provided for in this Agreement is conducted in accordance with the Bylaw;
 - (b) do such things in order that all of the warranties and representations given by the Contractor hereunder continue to remain in effect respectively during the term hereof; and
 - (c) cause its employees and contractors and all other persons it is responsible for at law to observe all of the obligations of the Contractor hereunder.

ARTICLE 16 - DEFAULT

- 16.1 If during the term hereof:
 - (a) any of the goods and chattels of the Contractor shall be taken in execution or by attachment by any creditor of the Contractor;
 - (b) the Contractor shall make an assignment for the benefit of creditors;
 - (c) the Contractor, becoming bankrupt or insolvent, shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors;

- (d) there is instituted by or against the Contractor any formal or informal procedures for the dissolution or liquidation of, settlement of claims against, or winding up of affairs of, the Contractor;
- (e) there be default or breach or non-performance of any of the obligations or agreements in this Agreement contained on the part of the Contractor;
- (f) the City, in good faith, believes that the prospect of performance of any of the Contractor's obligations hereunder is impaired;
- (g) any representation and warranty given by the Contractor is untrue or inaccurate;
- (h) the Contractor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets or commits or threatens to commit an act of bankruptcy; or
- (i) a Receiver and Manager or a Receiver/Manager of all or any part of the property, assets or undertakings of the Contractor is appointed;

then, and in any of such cases, and without reference to any other rights that the City may have at law or in equity, the City may terminate this Agreement upon written notice to that effect given to the Contractor and upon receipt of the approval of the Alberta Energy and Utilities Board (if required).

ARTICLE 17 - LIABILITY WAIVER AND INDEMNITY

- 17.1 The Contractor shall not make or bring any claim, action, suit, proceeding or demand against the City, its elected officials, officers, employees, servants, agents and contractors with respect to any occurrence, incident, accident or happening relating in any manner whatsoever to this Agreement and the rights and obligations arising therefrom, which, without limiting the generality of the foregoing, shall include any claim, action, suit, proceeding or demand arising in tort, contract or agreement.
- 17.2 The Contractor shall be liable for and shall indemnify and save harmless the City, its elected officials, officers, employees, servants, agents and contractors, with respect to any claim, liability, action, suit, proceeding or demand of whatever nature:
- (a) which any of the City, its elected officials, officers, employees, servants, agents and contractors may sustain, pay or incur; and/or
 - (b) which may be brought or made against any of the City, its elected officials, officers, employees, servants, agents and contractors,

by any third party with respect to any occurrence, incident, accident or happening relating in any manner whatsoever to this Agreement and the rights and obligations arising therefrom, and which indemnity shall, without restricting the generality of the foregoing, include all legal costs on a solicitor and his own client full indemnity basis incurred by the City.

ARTICLE 18 - PERFORMANCE FAILURE

- 18.1 If the Contractor shall fail to perform any of the obligations or agreements of the Contractor under or in respect of this Agreement the City may, from time to time, in its sole and absolute discretion, and without prejudice to its rights hereunder and at law or in equity, perform or cause to be performed any such agreements or obligations, or any part thereof and for such purpose may do such things as may be requisite. The Contractor shall unconditionally pay all expenses and expenditures incurred by or on behalf of the City under this Section within ten (10) days from the date of invoice therefore.

Further, any expenses incurred or expenditures made as set forth in this Section shall constitute a debt due and owing to the City and such amount may, without further action or notice, be set-off against any sum of money owed by the City to the Contractor, as such may exist from time to time, until all amounts owing to the City have been completely set off.

ARTICLE 19 - SURVIVAL

- 19.1 The parties acknowledge that the provisions of this Agreement which by their context are meant to survive the termination or expiry hereof, including, without restriction, the provisions of sections 14.1, 17.1 and 17.2 herein, shall survive the termination or expiry of this Agreement and shall not be merged therein or therewith.

ARTICLE 20 - GENERAL

- 20.1 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.
- 20.2 This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no general or specific warranties, representations or other agreements by or among the parties in connection with the entering into of this Agreement or the subject matter hereof except as specifically set forth herein.
- 20.3 The parties hereto and each of them do hereby covenant and agree to do such things, obtain such approvals, permits and licenses 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.
- 20.4 This Agreement may be altered or amended in any of its provisions when any such changes are reduced to writing and signed by the parties hereto but not otherwise.
- 20.5 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.
- 20.6 No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.
- 20.7 Any notice required to be given hereunder by any party shall be in writing and 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 or to such other address as a party may from time to time direct in writing as follows:

- (i) In case of notice to the City, to:

The City of Fort Saskatchewan
10005 - 102 Street
Fort Saskatchewan, Alberta
T8L 2C5

Attn: Manager, Planning & Public Works

- (ii) In case of notice to the Contractor, to:

Waste Services (CA) Inc
185 Strathmoor Way
Sherwood Park, Alberta
T8H 1Z7

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 seventy two (72) hours 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.

- 20.8 The parties hereby confirm and ratify the matters contained and referred to in the Preamble and the Schedules to this Agreement and agree that same are expressly incorporated into and form part of this Agreement.
- 20.9 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.
- 20.10 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.
- 20.11 The laws of the Province of Alberta shall govern this Agreement shall.
- 20.12 Time shall be of the essence of this Agreement and of every part hereof.
- 20.13 This Agreement may not be assigned in whole or in part by the Contractor without the express written permission of the City, which permission may be unreasonably or arbitrarily withheld. Notwithstanding that the Contractor may assign its interest in this Agreement with the permission of the City, the Contractor shall remain liable under the provisions hereof. Any assignment contrary to the provisions hereof is void.
- 20.14 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

ARTICLE 21 - EFFECTIVE DATE

- 21.1 This Agreement shall become effective upon the Effective Date.

ARTICLE 22 - ALBERTA ENERGY AND UTILITIES BOARD APPROVAL

22.1 This Agreement is subject to approval by the Alberta Energy and Utilities Board.

IN WITNESS WHEREOF this Agreement has been executed by the parties effective as of the date first above written notwithstanding the actual date or dates of execution.

CITY OF FORT SASKATCHEWAN

PER:

Mayor

PER:

Legislative Services Director

WASTE SERVICES (CA) INC.

PER:

David M. Appleton

PER:

KEITH R. HAWKINS



CITY OF FORT SASKATCHEWAN

SIGNATURE

Nov. 7/05

DATE

SCHEDULE "A"

DRY WASTE DISPOSAL CHARGES

YR.	1	2	3	4	5
	\$38.00 per tonne	\$39.25 per tonne	\$40.50 per tonne	\$41.70 per tonne	\$42.90 per tonne

YR.	6	7	8	9	10
	\$45.00 per tonne	\$45.00 per tonne	\$45.00 per tonne	\$45.00 per tonne	\$45.00 per tonne

*The foregoing amounts are based upon a Delivery Point to be located at the lands legally described as 53103 Strathmoor Way with the final disposal for the term of the contract at either Beaver Regional Waste Management Landfill (Ryley) or Coronation Landfill (Owned and Operated by Waste Services Inc.).

* All of the foregoing amounts are exclusive of Goods and Services Tax (GST).

WET WASTE DISPOSAL CHARGES

YR.	1	2	3	4	5
	\$38.00 per tonne	\$39.25 per tonne	\$40.50 per tonne	\$41.70 per tonne	\$42.90 per tonne

YR.	6	7	8	9	10
	\$45.00 per tonne	\$45.00 per tonne	\$45.00 per tonne	\$45.00 per tonne	\$45.00 per tonne

*The foregoing amounts are based upon a Delivery Point to be located at the lands legally described as 53103 Strathmoor Way with the final disposal for the term of the contract at either Beaver Regional Waste Management Landfill (Ryley) or Coronation Landfill (Owned and Operated by Waste Services Inc.).

* All of the foregoing amounts are exclusive of Goods and Services Tax (GST).



CITY OF FORT SASKATCHEWAN

BYLAW NO. C25-05

BEING A BYLAW OF THE CITY OF FORT SASKATCHEWAN TO
AUTHORIZE ENTERING INTO OF AN EXCLUSIVE FRANCHISE
AGREEMENT WITH WASTE MANAGEMENT OF CANADA
CORPORATION FOR COMMERCIAL, LIGHT INDUSTRIAL,
INSTITUTIONAL AND MEDICAL WASTE SERVICES

WHEREAS the City of Fort Saskatchewan wishes to enter into an exclusive franchise agreement with Waste Management of Canada Corporation for Commercial, Light Industrial, Institutional and Medical Waste Services;

AND WHEREAS the *Municipal Government Act*, RSA 2000 c.M26, provides that Council may pass a Bylaw authorizing the entering into agreements, upon receiving approval from the Alberta Energy and Utilities Board;

NOW THEREFORE the Council of the City of Fort Saskatchewan, in the Province of Alberta, in open meeting of Council enacts as follows:

1. That the Mayor and Director of Legislative Services be authorized on behalf of the City of Fort Saskatchewan to enter into an exclusive franchise agreement with Waste Management of Canada Corporation for Commercial, Light Industrial, Institutional and Medical Waste Services.
2. That a copy of the exclusive franchise agreement for Commercial, Light Industrial, Institutional and Medical Waste Services is attached hereto and marked as "Appendix A"

READ a first time in Council this 25th day of October A.D., 2005.

READ a second time in Council this 24th day of January A.D., 2006

Read a third time in Council this 24th day of January A.D., 2006

Signed this 24th day of January A.D., 2006

RD
RD
RD

CITY OF FORT SASKATCHEWAN			
APPROVED		DATE	INITIALS
City Mgr.	Legal & Form	Oct. 25/05	RD
Dept.	Content	Oct. 27/05	RD
City Mgr.	Principal	Oct. 27/05	RD

J. Sheasgreen MAYOR
B. Lanchman DIRECTOR, LEGISLATIVE SERVICES

Appendix "A"
Bylaw C25-05

THIS AGREEMENT made the 3 day of November, 2005.

BETWEEN:

CITY OF FORT SASKATCHEWAN
a municipal corporation under the
laws of the Province of Alberta
(hereinafter referred to as the "City")

OF THE FIRST PART

- and -

WASTE MANAGEMENT OF CANADA CORPORATION
a body corporate carrying on business
in the Province of Alberta
(hereinafter referred to as the "Contractor")

OF THE SECOND PART

WASTE MANAGEMENT EXCLUSIVE FRANCHISE AGREEMENT
COMMERCIAL, LIGHT INDUSTRIAL, INSTITUTIONAL AND MEDICAL WASTE SERVICES

WHEREAS:

- A. The *Municipal Government Act* RSA 2000, c.M-26 authorizes the City to enter into agreements for, and grant exclusive and non-exclusive rights with respect to, the provision of waste management services such as collection, removal, disposal and recycling within the municipal boundaries of the City; and
- B. The City has passed Solid Waste Bylaw C11-95 for the collection, removal, disposal and recycling of Waste within the municipal boundaries of the City; and
- C. Pursuant to the terms of Solid Waste Bylaw C11-95, the City may enter into an agreement with any person or persons and may grant an exclusive or non-exclusive right to any person or persons for the collection, removal, disposal and recycling of Waste within the municipal boundaries of the City; and
- D. The City and the Contractor are desirous of entering into this Agreement setting forth their respective rights and obligations relating to the services contemplated herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of these premises and of the terms, conditions, schedules and agreements herein contained, the parties do hereby agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement:

- (a) "Agreement" means this Agreement as the same may be amended from time to time in accordance with the terms hereof and the expressions "herein", "hereof", "hereto", "above",

"below" and similar expressions used in any paragraph, subparagraph, section or article of this Agreement refer and relate to the whole of this Agreement and not to that paragraph, subparagraph, section or article only, unless otherwise expressly provided;

- (b) "Bylaw" means Solid Waste Bylaw C11-95 of the City of Fort Saskatchewan;
- (c) "CPI" means the consumer price index for all goods as calculated by Statistics Canada from time to time for the City of Edmonton region;
- (d) "Commercial, Light Industrial, Institutional and Medical Waste Services" means service to properties zoned for commercial, light industrial, institutional and medical uses as defined under the Land Use Bylaw for the City;
- (e) "Commercial Waste" means all Waste collected from commercial, light industrial, institutional and medical premises as those properties are defined under the Land Use Bylaw for the City;
- (f) "Compactor Container" means a container which forms part of or is permanently or temporarily connected to a device or machine which operates in such a manner as to compress Waste within the container;
- (g) "Delivery Point" means a facility at which Waste may be deposited for disposal which is licensed by the Minister of the Environment and designated and approved by the City;
- (h) "Dry Waste" means non-toxic, non-degradable Waste, which, without limiting the generality of the foregoing, includes demolition and construction Waste;
- (i) "Effective Date" means December 1st, 2005, subject to any approval required from the Alberta Energy and Utilities Board as contemplated in Article 22 herein;
- (j) "Landfill Services" means the disposal of Waste delivered to the Delivery Point;
- (k) "Recyclable Materials" means cardboard, glass, metals, plastics, mixed paper, yard waste, newsprint and such other substances designated by the City from time to time;
- (l) "Recycling Service" means the sorting, transportation and marketing of Recyclable Materials;
- (m) "Recycling Station" means a facility designated from time to time by the City where Recyclable Materials may be deposited;
- (n) "Residential Premises" means all residential premises and all rural agricultural residential premises within the municipal boundaries of the City;
- (o) "Residential Waste Services" means the collection, removal and disposal of Waste from Residential Premises;
- (p) "Street Can" means a container owned by the City, located on public streets within the municipal boundaries of the City which is used by the general public for the deposit of Waste;
- (q) "Transfer Station" means areas designated by the City from time to time at which Waste may be deposited;
- (r) "Waste" means Dry Waste, Wet Waste, Yard Waste, Recyclable Materials and all compostable materials, refuse, garbage and any other substance or material that may be

received at a landfill or recycling facility, as the case may be, in accordance with all applicable permits, authorizations and licenses;

- (s) "Waste Disposal Facility" means a landfill facility licensed by the Minister of the Environment for the disposal of Waste, which, without limiting the generality of the foregoing, shall include landfill sites, but which shall not include facilities for the processing of Recyclable Materials;
- (t) "Wet Waste" means non-toxic, degradable Waste, which, without limiting the generality of the foregoing, does not include demolition and construction Waste; and
- (u) "Yard Waste" means grass cuttings, shrubbery and hedge prunings (excluding tree branches, stumps, roots and logs), leaves, weeds and garden waste.

- 1.2 Unless otherwise defined, each capitalized word or phrase herein shall have the meaning ascribed to it in the Bylaw.

ARTICLE 2 - GRANT OF RIGHTS

- 2.1 Subject to section 7.6 herein, the City hereby grants the Contractor the exclusive right to collect, remove and dispose of Commercial Waste from commercial, light industrial, institutional and medical premises located within the municipal boundaries of the City under the terms and conditions of this Agreement.
- 2.2 The City reserves the right to grant rights to other persons for the provision of services related to Commercial Waste and Recyclable Materials which are not specifically provided for herein but prior to granting such other rights (if any) the City shall negotiate with the Contractor with regard to the same.

ARTICLE 3 - TERM OF AGREEMENT

- 3.1 The term of this Agreement shall expire midnight, November 30, 2010. ✓

ARTICLE 4 - RESIDENTIAL WASTE SERVICES

[Intentionally Deleted]

ARTICLE 5 - TRANSFER STATION SERVICES

[Intentionally Deleted]

ARTICLE 6 - RECYCLING STATION SERVICES

[Intentionally Deleted]

ARTICLE 7 - COMMERCIAL, LIGHT INDUSTRIAL, INSTITUTIONAL AND MEDICAL WASTE SERVICES

- 7.1 The Contractor shall be responsible for the collection, removal and disposal of Commercial Waste from commercial, light industrial, institutional and medical premises located within the municipal boundaries of the City under the terms and conditions of this Agreement.

- 7.2 The Contractor shall, upon the request of any person who is the owner, occupant, tenant or person in charge of any commercial, light industrial, institutional or medical premises, enter into an agreement for the collection of Commercial Waste therefrom, provided that such agreement is in accordance with the provisions of the Bylaw and this Agreement.
- 7.3 In the event that the Contractor enters into an agreement as contemplated in section 7.2 herein, the charges of the Contractor for the collection, removal and disposal of Commercial Waste thereunder shall be billed directly to the party requesting such services, but in no event shall such charges exceed the charges described in Schedule "A" herein.
- 7.4 All charges hereunder are exclusive of any goods and services tax ("GST"). Concurrently with the execution of this Agreement the Contractor shall be a GST registrant.
- 7.5 The charges of the Contractor for the services performed under this Agreement shall be adjusted effective the anniversary date of this Agreement in each year of the term of this Agreement by multiplying the charges by the CPI for the immediately prior 12 month period and the resulting adjusted charges shall apply to and be accepted by the City and the Contractor for the services performed during the following 12 month period.
- 7.6 The City and the Contractor agree that the exclusive right to collect, remove and dispose of Waste from commercial, light industrial, institutional and medical premises shall not prevent the owner, occupant, tenant or person in charge of any commercial, light industrial, institutional or medical premises from entering into an agreement with any other person or persons for the collection, removal and disposal of Waste accumulated at such premises as a result of construction or renovation activity at such premises.
- 7.7 The City and the Contractor agree that in the event of an infringement of the exclusive right granted in section 2.1 herein by any person or persons, the onus shall be solely upon the Contractor to initiate such action as is necessary to enforce the exclusive rights under the provisions of this Agreement.

ARTICLE 8 - LANDFILL SERVICES

[Intentionally Deleted]

ARTICLE 9 - BONDING

- 9.1 The Contractor shall lodge a performance bond with the City in the amount of Thirty Thousand (\$30,000.00) Dollars in such form and content as is satisfactory to the City in its sole, absolute and unfettered discretion, which performance bond shall be lodged prior to the effective date of this Agreement and which shall remain in place during the term of this Agreement.

ARTICLE 10 - LEGISLATIVE REQUIREMENTS

- 10.1 In carrying out its obligations hereunder, the Contractor shall be bound by and observe all applicable Federal, Provincial and Municipal legislation, rules, bylaws, regulations and directives which, without limiting the generality of the foregoing, shall include the provisions of the Bylaw, and shall cause all of its employees, agents and contractors to be so bound.

ARTICLE 11 - INSURANCE

- 11.1 Without in any way limiting the liability of the Contractor under this Agreement, the Contractor shall obtain and maintain in force during the term of this Agreement, the following insurance:
- (a) standard automobile insurance, bodily injury and property damage insurance providing coverage of at least Two Million (\$2,000,000.00) Dollars inclusive per accident for the injury to or death of one or more persons or damage to or destruction of property;
 - (b) a commercial general liability insurance policy per occurrence providing coverage of at least Two Million (\$2,000,000.00) Dollars inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - (i) non-owned automobile liability;
 - (ii) independent sub-contractors;
 - (iii) contractual liability including this Agreement;
 - (iv) contingent employers liability;
 - (v) broad form property damage endorsement;
 - (vi) environmental liability with an asbestos abatement coverage supplement in the amount of not less than \$250,000.00, if required by the City; and
 - (vii) cross-liability;
 - (c) workers compensation coverage for all employees, if any, engaged by the Contractor in accordance with the laws of the Province of Alberta;
 - (d) employer's liability insurance respecting employees, if any, of the Contractor with limits of liability of not less than Two Million (\$2,000,000.00) Dollars per employee for each accident, accidental injury or death of an employee or any sub-contractor engaged by the Contractor; and
 - (e) such other insurance as the City may from time to time reasonably require.

The Contractor shall be liable for the cost of all of the insurance required to be held by the Contractor as set forth herein and for payment of all deductible amounts from such policies of insurance.

- 11.2 The Contractor shall ensure that:

- (a) all insurance coverage maintained by the Contractor in accordance with this Agreement shall include waivers of subrogation by the insurers in favour of the City and shall name the City as an additional insured in respect to the Services provided by the Contractor;
- (b) shall provide that no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days written notice of such cancellation to the City;
- (c) written documentation is furnished, satisfactory to the City evidencing the required insurance coverage.

ARTICLE 12 - BYLAW CONTRAVENTION

- 12.1 The Contractor shall notify the City as to any and all breaches of the Bylaw which the Contractor becomes aware of as soon as reasonably possible thereafter.

ARTICLE 13 - DEPARTMENT MANAGER, PLANNING & PUBLIC WORKS

[Intentionally Deleted]

ARTICLE 14 - WARRANTIES AND REPRESENTATIONS OF THE CONTRACTOR

- 14.1 The Contractor hereby represents and warrants with and to the City and acknowledges that the City is relying upon such representations and warranties, as follows:
- (a) the Contractor has been incorporated and organized under the laws of Canada, is extra-provincially registered in the Province of Alberta and is a valid and subsisting corporation in good standing under all applicable laws of Canada and the Province of Alberta;
 - (b) the Contractor has the corporate power to own its assets and to carry on the business of collection, removal, disposal and recycling of Waste pursuant to the terms hereof;
 - (c) the Contractor is validly and properly registered and licensed under the appropriate laws of each and every jurisdiction in which the nature of its business makes such qualification necessary and, in particular, in order to carry out its obligations under the terms and provisions of this Agreement;
 - (d) the execution and delivery of this Agreement does not:
 - (i) violate any provision of;
 - (ii) result in the acceleration of any obligation under;
 - (iii) give any person, firm or corporation any right to terminate; or
 - (iv) terminateany mortgage, lien, lease or other agreement of any kind to which the Contractor is a party or by which the Contractor is bound, or violate or conflict with any other restriction or any kind or character to which the Contractor is subject;
 - (e) the Contractor is in good standing under any and all contracts, licenses and undertakings to which it is a party;
 - (f) the Contractor is in possession of all necessary vehicles, equipment and personnel in order to carry out its obligations under the terms and provisions of this Agreement;
 - (g) the Contractor is in compliance with all laws and regulations of any public authority relating to the conduct of its business and has all required permits, licenses, certificates and authorizations necessary to carry on its business and to carry out its obligations hereunder and there are not any proceedings whatsoever, actual or pending, and whether concerning cancellation, extension or otherwise, relating to the said permits, licenses, certificates or authorizations;
 - (h) the Contractor is not a party directly or indirectly to any legal proceedings or inquiries, and there are no actions, suits, seizures or proceedings pending or threatened against the Contractor which might give rise to any legal proceedings or inquiries against the Contractor before any court, tribunal, commission, board or other agency, whether Federal, Provincial or Municipal, provided however, that the legal proceedings and inquiries referred to herein are those that would not affect, in any way whatsoever, the Contractor's performance under this Agreement;

- (i) the Contractor is not now operating under or subject to or in default of any judgment, order, writ, injunction, ordinance, regulation or decree or any other requirement of any governmental body or court relating to its property or business;
- (j) there is no pending or threatened grievance, labour dispute, work stoppage or strike nor any charge or complaint against the Contractor before any court, tribunal, commission, board or other agency, whether Federal, Provincial or Municipal, involving any charge of unfair labour practice or relating to labour or employment issues or practices generally;
- (k) any and all municipal taxes with respect to the business of the Contractor have been paid in full to the date hereof;
- (l) the Contractor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);
- (m) the Goods and Services Tax (GST) Account Number of the Contractor is 8762948844RT;
- (n) the Contractor has corporate power to execute and deliver this Agreement and has taken all action required by law, its constating documents, any unanimous shareholder agreement or otherwise, to authorize and permit such execution and delivery of this Agreement;
- (o) the Contractor has filed all Canadian, provincial and local tax returns required to be filed and have paid all taxes due and payable. Adequate provision has been made for taxes payable for the current period for which tax returns are not yet required to be filed, and all instalments for taxes in the current year have been paid in accordance with applicable legislation. No assessments have been issued and no re-assessments have been made to this date or will be made hereafter questioning or challenging in any way the return that is filed or amended except such as have been paid. All franchise, real and personal property taxes, business taxes and GST of the Contractor have been paid to date. All taxes and other assessments which the Contractor is required by law to withhold or collect to the date hereof have been duly recorded, withheld and collected, and have been paid over to the proper governmental authorities;
- (p) the Contractor is not a "Canadian Controlled Private Corporation" as such term is defined in the *Income Tax Act* (Canada);
- (q) there is no claim, action or proceeding pending or threatened against the Contractor arising out of any statute, ordinance or regulation relating to the payment of wages or benefits, discrimination in employment or employment practices or occupational safety or health standards; and
- (r) the Contractor acknowledges having received and read a copy of the Bylaw and this Agreement.

ARTICLE 15 - FURTHER AGREEMENTS OF THE CONTRACTOR

- 15.1 The Contractor shall pay all business, sales, equipment, machinery, goods and services taxes, other taxes, charges and licenses levied or imposed by any competent authority in respect of the personnel, business, sales, equipment, machinery or income of the Contractor.
- 15.2 The Contractor shall, at its sole cost, maintain in good working order all of its vehicles and equipment to be used in carrying out its obligations under the terms and provisions of this Agreement.

15.3 In carrying out its obligations hereunder the Contractor shall:

- (a) ensure that the performance of the service provided for in this Agreement is conducted in accordance with the Bylaw;
- (b) do such things in order that all of the warranties and representations given by the Contractor hereunder continue to remain in effect respectively during the term hereof; and
- (c) cause its employees and contractors and all other persons it is responsible for at law to observe all of the obligations of the Contractor hereunder.

ARTICLE 16 - DEFAULT

16.1 If during the term hereof:

- (a) any of the goods and chattels of the Contractor shall be taken in execution or by attachment by any creditor of the Contractor;
- (b) the Contractor shall make an assignment for the benefit of creditors;
- (c) the Contractor, becoming bankrupt or insolvent, shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors;
- (d) there is instituted by or against the Contractor any formal or informal procedures for the dissolution or liquidation of, settlement of claims against, or winding up of affairs of the Contractor;
- (e) there be default or breach or non-performance of any of the obligations or agreements contained in this Agreement on the part of the Contractor;
- (f) the City, in good faith, believes that the prospect of performance of any of the Contractor's obligations hereunder is impaired;
- (g) any representation and warranty given by the Contractor is untrue or inaccurate;
- (h) the Contractor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets or commits or threatens to commit an act of bankruptcy; or
- (i) a Receiver and Manager or a Receiver/Manager of all or any part of the property, assets or undertakings of the Contractor is appointed;

then, and in any of such cases, and without reference to any other rights that the City may have at law or in equity, the City may terminate this Agreement upon written notice to that effect given to the Contractor and upon receipt of the approval of the Alberta Energy and Utilities Board (if required).

ARTICLE 17 - LIABILITY WAIVER AND INDEMNITY

17.1 The Contractor shall not make or bring any claim, action, suit, proceeding or demand against the City, its elected officials, officers, employees, servants, agents and contractors with respect to any occurrence, incident, accident or happening relating in any manner whatsoever to this Agreement and the rights and obligations arising therefrom, which, without limiting the generality of the foregoing, shall include any claim, action, suit, proceeding or demand arising in tort, contract or agreement.

17.2 The Contractor shall be liable for and shall indemnify and save harmless the City, its elected officials, officers, employees, servants, agents and contractors, with respect to any claim, liability, action, suit, proceeding or demand of whatever nature:

- (a) which any of the City, its elected officials, officers, employees, servants, agents and contractors may sustain, pay or incur; and/or
- (b) which may be brought or made against any of the City, its elected officials, officers, employees, servants, agents and contractors

by any third party with respect to any occurrence, incident, accident or happening relating in any manner whatsoever to this Agreement and the rights and obligations arising therefrom, and which indemnity shall, without restricting the generality of the foregoing, include all legal costs on a solicitor and his own client full indemnity basis incurred by the City.

ARTICLE 18 - PERFORMANCE FAILURE

18.1 If the Contractor shall fail to perform any of the obligations or agreements of the Contractor under or in respect of this Agreement the City may, from time to time, in its sole and absolute discretion, and without prejudice to its rights hereunder and at law or in equity, perform or cause to be performed any such agreements or obligations, or any part thereof and for such purpose may do such things as may be requisite. The Contractor shall unconditionally pay all expenses incurred and expenditures made by or on behalf of the City under this Section within ten (10) days from the date of invoice therefore. Further, any expenses incurred or expenditures made as set forth in this Section shall constitute a debt due and owing to the City and such amount may, without further action or notice, be set-off against the performance bond required in accordance with section 9.1.

ARTICLE 19 - SURVIVAL

19.1 The parties acknowledge that the provisions of this Agreement which by their context are meant to survive the termination or expiry hereof, including, without restriction, the provisions of sections 14.1, 17.1 and 17.2 herein, shall survive the termination or expiry of this Agreement and shall not be merged therein or therewith.

ARTICLE 20 - GENERAL

20.1 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.

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

20.3 The parties hereto and each of them do hereby covenant and agree to do such things, obtain such approvals, permits and licenses 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.

- 20.4 This Agreement may be altered or amended in any of its provisions when any such changes are reduced to writing and signed by the parties hereto but not otherwise.
- 20.5 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.
- 20.6 No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.
- 20.7 Any notice required to be given hereunder by any party shall be in writing and 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 or to such other address as a party may from time to time direct in writing as follows:
 - (i) In case of notice to the City, to:

The City of Fort Saskatchewan
10005 - 102 Street
Fort Saskatchewan, Alberta
T8L 2C5

Attn: Manager, Planning & Public Works
 - (ii) In case of notice to the Contractor, to:

Waste Management of Canada Corporation
7940 - 25th Street
P.O. Box 12006
Edmonton, Alberta
T5J 3L2

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 seventy two (72) hours 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.

- 20.8 The parties hereby confirm and ratify the matters contained and referred to in the Preamble and the Schedule to this Agreement and agree that same are expressly incorporated into and form part of this Agreement.
- 20.9 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.

- 20.10 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.
- 20.11 The laws of the Province of Alberta shall govern this Agreement.
- 20.12 Time shall be of the essence of this Agreement and of every part hereof.
- 20.13 This Agreement may not be assigned in whole or in part by the Contractor without the express written permission of the City, which permission may be unreasonably or arbitrarily withheld. Notwithstanding that the Contractor may assign its interest in this Agreement with the permission of the City, the Contractor shall remain liable under the provisions hereof. Any assignment contrary to the provisions hereof is void.
- 20.14 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

ARTICLE 21 - EFFECTIVE DATE

- 21.1 This Agreement shall become effective upon the Effective Date.

ARTICLE 22 - ALBERTA ENERGY AND UTILITIES BOARD APPROVAL

- 22.1 This Agreement is subject to approval by the Alberta Energy and Utilities Board.

IN WITNESS WHEREOF this Agreement has been executed by the parties effective as of the date first above written notwithstanding the actual date or dates of execution.

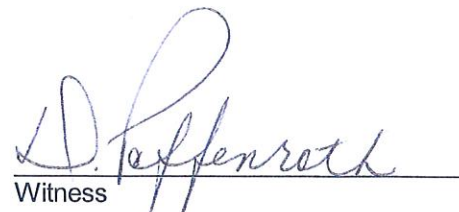
CITY OF FORT SASKATCHEWAN

SIGNATURE
Nov 7/05
DATE

CITY OF FORT SASKATCHEWAN


Mayor


Legislative Services Director


Witness

WASTE MANAGEMENT OF CANADA CORPORATION

PER: 

Witness

PER: _____

SCHEDULE "A"

COMMERCIAL, LIGHT INDUSTRIAL AND INSTITUTIONAL SERVICE CHARGES

3 CUBIC YARD (RENT, HAUL, DISPOSE) 1 TIME PER WEEK	\$44.68 PER MONTH
2 TIMES PER WEEK	\$89.37 PER MONTH
3 TIMES PER WEEK	\$133.84 PER MONTH
4 TIMES PER WEEK	\$178.74 PER MONTH
5 TIMES PER WEEK	\$223.43 PER MONTH
4 CUBIC YARD (RENT, HAUL, DISPOSE) 1 TIME PER WEEK	\$59.58 PER MONTH
2 TIMES PER WEEK	\$119.16 PER MONTH
3 TIMES PER WEEK	\$178.74 PER MONTH
4 TIMES PER WEEK	\$238.32 PER MONTH
5 TIMES PER WEEK	\$297.90 PER MONTH
6 CUBIC YARD (RENT, HAUL, DISPOSE) 1 TIME PER WEEK	\$89.37 PER MONTH
2 TIMES PER WEEK	\$178.74 PER MONTH
3 TIMES PER WEEK	\$268.11 PER MONTH
4 TIMES PER WEEK	\$357.48 PER MONTH
5 TIMES PER WEEK	\$446.86 PER MONTH
BIN RENTAL FOR ON CALL SERVICE 3 CU YRD	\$22.00 PER MONTH
4 CU YRD	\$27.00 PER MONTH
6 CU YRD	\$32.00 PER MONTH
HAUL & DISPOSE FOR ON CALL SERVICE 3 CU YRD	\$10.32 PER CALL
4 CU YRD	\$13.76 PER CALL
6 CU YRD	\$20.64 PER CALL
COMMERCIAL COMPACTOR 30 CU YRD (RENT & HAUL)	\$189.00 PER CALL
40 CU YRD (RENT & HAUL)	\$189.00PER CALL
DISPOSAL FOR COMMERCIAL COMPACTOR	\$38.00 PER TONNE – Year 1 \$39.14 PER TONNE – Year 2 \$40.31 PER TONNE – Year 3 \$41.52 PER TONNE – Year 4 \$42.77 PER TONNE – Year 5

6 CU YRD CARDBOARD BIN RENT & HAUL	\$0 TO \$72.00 PER MONTH (THE CHARGE WILL BE \$0 IF CARDBOARD STAYS ABOVE \$300.00 PER TONNE AND THE CHARGE INCREASES AS THE PRICE OF CARDBOARD GOES BELOW \$75.00 PER TONNE).
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- * All of the foregoing amounts shall be adjusted for CPI in accordance with Article 7.5 herein.
- * All of the foregoing amounts are exclusive of Goods and Services Tax (GST).