



VILLAGE OF GLENWOOD
Regular Council Meeting

Agenda

Glenwood Community Hall (90 Main Avenue)
Wednesday, July 10, 2024 7:00 p.m.

1. Call to Order – 7:00 pm
2. Approval of Agenda
3. Approval of the Minutes of the Regular Meeting of June 10, 2024
4. Delegations
 - a) United Irrigation District – Duane Nelson – 7:30 pm
5. Abmunis Convention
 - a) Abmunis Convention September 25-27 – 4 Councillors and the CAO are registered to attend.
Does Council have matters they wish to discuss with the Minister of Municipal Affairs?
If so it must be booked by July 12.
6.
 - a) Bylaw 267-2024 – Record Retention and Disposal Bylaw
7. Items for Discussion and/or Action
 - a) Upgrades required for Water Plant – Installation of a new bypass to allow for maintenance on the plant without shutting down the water supply to the village – two estimates received and are the same. Recommending Beck Excavating to do the work - \$14,350
 - b) Internet booster required for the auto-dialer at the water plant – cost - \$3200.00
 - c) Offer to gift a shuffle board to the Village of Glenwood by Cardston Emergency Services
8. Spring Glen Regional Water Commission
 - a) Spring Glen Regional Water Service Commission – resolution provided to create the Commission.
 - b) Spring Glen Regional Water Service Commission – resolution required to enter into the Membership Agreement and to have the Mayor and CAO sign the agreement
 - c) Spring Glen Regional Water Service Commission – resolution required to enter into the Asset Transfer Agreement and to have the Mayor and CAO sign the agreement
9. Benchmark Assessment Consultants Inc.
 - a) Resolution to enter into the Professional Services agreement for 2024-2027
10. Councillor Reports:
 - a) Mayor Linda Allred
 - b) Deputy Mayor Mark Peterson
 - c) Councillor Doral Lybbert
 - d) Councillor Sandy Lybbert
 - e) Councillor Brian Wickhorst

Agenda, July 10, 2024

11. CAO Report - attached

12. Financial Matters – Cheque Listing 20240143 to 20240172

13. Correspondence:

- a) Glenwood Library Board – thank you for the funding
- b) Minister of Municipal Affairs – Status of the Canada Community Building Fund
- c) Invitation to Town of Cardston Heritage Days Parade – August 10
- d) Invitation to Pincher Creek Parage August 17

14. Closed Session –

- a) *Freedom of Information and Protection of Privacy Act* – Section 27(1)(a) Privileged information – information that is subject to any type of legal privilege.

15. Adjournment.

VILLAGE OF GLENWOOD
Wednesday, June 12, 2024 Minutes

The Minutes of the Regular Meeting of Council held at the Glenwood Community Hall on Wednesday, June 12, 2024 at 7:00 PM.

In attendance: Mayor Allred, Deputy Mayor Peterson, Councillor Doral Lybbert, Councillor Sandy Lybbert, Councillor Brian Wickhorst (attended at 7:15 pm)

Officials: Chief Administrative Officer Cynthia Vizzutti.

<p><u>1. Call to Order</u></p>	Mayor Allred called the regular Council meeting of June 12, 2024 to order at 7:00 pm.
<p><u>2. Agenda Approval</u> <u>2024.06.12.75</u></p>	Moved by Councillor Doral Lybbert to approve the agenda, as presented. Carried.
<p><u>3. Minutes of May 7, 2024 Public Hearing</u> <u>2024.06.12.76</u></p>	Moved by Councillor Sandy Lybbert to approve the minutes of the Public Hearing of May 7, 2024 as presented. Carried.
<p><u>4. Minutes of May 8, 2024 Minutes</u> <u>2024.06.12.77</u></p>	Moved by Deputy Mayor Mark Peterson to approve the minutes of the regular Council meeting of May 8, 2024 as presented. Carried.
<p><u>5. a) RCMP Quarterly Report</u></p>	RCMP Constable Eric Morris presented the Quarterly Report for the period January 1, 2024 to March 31, 2024.
<p><u>5. b) Chief Mountain Regional Solid Waste Services Commission</u></p>	Marian Carlson, Executive Director of Chief Mountain Regional Solid Waste Services Commission presented the 2024-2025 plans. She stated the Commission is on track with their strategic plan. She spoke about the extended producer responsibility legislation. Marian asked the Village to link the Commission to their website.
<p><u>5. c) Glenwood Cheese Museum</u></p>	Sherri Tatlow presented a report to Council regarding the establishment of a committee known as the "Glenwood Museum Revitalization Committee". Their intent is to re-establish the cheese museum to preserve its heritage. The committee members are Stacy Bishop, Carrie Salmon, Peter Oursien, Joanne Doney and Sherri Tatlow. A request was made for \$500 in start up capital and the appointment of a Council Member to their committee.
<p><u>5. d) United Irrigation District</u></p>	Fred Rice of the United Irrigation District presented information regarding the Belly River Reservoir Proposal. He requested a letter of support for the project.
<p><u>5. Appointment to Cheese Museum Rev. Committee</u> <u>2024.06.12.78</u></p>	Moved by Mayor Allred to appoint Councillor Sandy Lybbert to the Glenwood Cheese Museum Revitalisation Committee. Carried.
<p><u>5. Funding for Cheese Museum Revitalization Committee</u> <u>2024.06.12.79</u></p>	Moved by Councillor Sandy Lybbert to provide a one time grant to the Glenwood Cheese Museum Revitalization Committee in the amount of \$500.00. Carried.
<p><u>5. UID Letter of Support</u> <u>2024.06.12.80</u></p>	Moved by Councillor Doral Lybbert that a letter of support for the Belly River Reservoir Project and for the funding for a feasibility study be sent to the United Irrigation District, with copies sent to the Minister of Environment, Minister of Agriculture and the Minister of Finance. Carried.

6. a) ABMunis Representative Visit

Council will meet with ABMunis Representatives on June 25, 2024 at 5:00 pm at the Village Administration Building.

7. a) Land Use Bylaw 192-2024
2024.06.12.81

Moved by Councillor Sandy Lybbert that Bylaw 192-2024 being a bylaw to amend Bylaw No. 192-2019 being the Land Use Bylaw be given first reading. **Carried.**

7. a) Land Use Bylaw 192-2024
2024.06.12.82

Moved by Deputy Mayor Peterson that Bylaw 192-2024 be given 2nd reading. **Carried.**

7. a) Land Use Bylaw 192-2024
2024.06.12.83

Moved by Councillor Doral Lybbert that Bylaw 192-2024 be given three readings at this meeting. **Carried Unanimous.**

7. a) Land Use Bylaw 192-2024
2024.06.12.84

Moved by Councillor Brian Wickhorst that Bylaw 192-2024 be given third and final reading. **Carried.**

7. b) Untidy Premises Bylaw 264-2024

Councillor Sandy Lybbert requested recorded votes regarding 3rd reading of Bylaw 264-2024.

2024.06.12.85

Moved by Deputy Mayor Peterson that Bylaw 264-2024 being a bylaw to regulate and abate nuisances and unsightly premises and regulate property standards, be given 3rd and final reading. **Carried.**

For the resolution – Sandy Lybbert, Mark Peterson, Brian Wickhorst and Linda Allred
Against the resolution – Doral Lybbert

7. c) Rates and Fees Bylaw 245B-2024
2024.06.12.86

Moved by Mayor Allred that Bylaw 245B-2024 being a bylaw to establish rates, fees and charges be given first reading. **Carried.**

7. c) Rates and Fees Bylaw 245B-2024
2024.06.12.87

Moved by Councillor Sandy Lybbert that Bylaw 245B-2024 be given 2nd reading. **Carried.**

7. c) Rates and Fees Bylaw 245B-2024
2024.06.12.88

Moved by Councillor Doral Lybbert that Bylaw 245B-2024 be given 3 readings at this meeting. **Carried Unanimous**

7. c) Rates and Fees Bylaw 245B-2024
2024.06.12.89

Moved by Councillor Brian Wickhorst that Bylaw 245B-2024 be given 3rd reading **Carried.**

8. a) ARMAA Conference
2024.06.12.90

Moved by Mayor Allred that CAO Vizzutti be authorized to attend ARMAA Conference August 27-29, 2024 in Lethbridge in lieu of attendance at SLGM or LGAA. **Carried.**

9.a-e) Councillors Reports

- a) Mayor Allred reported the Mayors and Reeves Meeting is postponed until June 21 and the FCSS Good Neighbours Day is postponed to the end of June.
- b) Deputy Mayor Peterson reported he will be attending ORRSC meeting on Thursday, June 13, 2024.
- c) Councillor Doral Lybbert reported that Twin River Economic Development Board requires a letter of support for the revitalization of Dipping Vat Lake. He also attended the Alberta Southwest Meeting.

- d) Councillor Sandy Lybbert reported that the finances of Chinook Foundation are good and most units are occupied.
- e) Councillor Wickhorst reported the cemetery has been mowed and trees are being trimmed. He reported there has been a new roof put on the kitchen at Spring Glen Park.

9. Solar Energy investigation
2024.06.12.91

Moved by Deputy Mayor Peterson that the CAO investigate funding for solar energy installations by the Village of Glenwood.

Carried.

9. Water Conservation Notice
2024.06.12.92

Moved by Councillor Sandy Lybbert that the CAO send out a water conservation notice asking residents to conserve both irrigation and treated water given that the Village is only receiving 50% of their irrigation allotment this year.

Carried.

10. CAO Report

CAO Vizzutti reported the bulk water station credit card system is working, the Village has a new public works truck, and a new Village foreman has been hired effective July 2, 2024. Chris VanDulken will be the new Village Superintendent once Perry Hunsperger retires on December 31, 2024.

Extend Council Meeting past 9:30 pm
2024.06.12.93

Moved by Mayor Allred that the meeting be extended past 9:30 pm.

Carried.

11. Financial Matters

CAO Vizzutti presented the Cheque Listing 20240143 to 20240172 for Councils information.

12. a-c) Correspondence

- a) Chinook Arch Regional Library System Annual Reports
- b) Letter from Minister of Municipal Affairs regarding Bill 20
- c) Letter from the Minister of Municipal Affairs – contracts for LFGG Funding.

13. Closed Session
2024.06.12.94

Moved by Mayor Allred to go into Closed Session at 9:52 pm regarding Section 27(1)(a) – information that is subject to any type of legal privilege.

Carried.

13. In Closed Session
2024.06.12.95

Moved by Councillor Sandy Lybbert to come out of In Closed Session at 10:14 p.m.

Carried.

UID Yard
2024.06.12.96

Moved by Councillor Doral Lybbert that a letter be sent to the United Irrigation District asking them to removed old infrastructure from their property located east of the Village of Glenwood.

Carried.

14. Adjournment
2024.06.12.97

Moved by Deputy Mayor Peterson to adjourn the meeting at 10:14 p.m.

Carried.

Meeting Chair

Chief Administrative Officer

UNITED IRRIGATION DISTRICT

Box 1006
Glenwood, Alberta
T0K 2R0

Phone: (403) 626-3255
Fax: (403) 626-3967
E-mail: uid@explornet.com

June 17, 2024

Village of Glenwood
P.O. Box 1084
Glenwood, AB
T0K 2R0

Attention: Village Council of Glenwood

Dear Council,

7:30 July 10
Duane Nelson

At the UID regular meeting on June 17th, 2024 the Board noted that there is occasional discussion by village residents that the potable water from the village should not go to rural residents outside of the village or that they need to pay a higher fee than village residents. Rural residents who receive potable water from the village are very appreciative of this service and do not wish to be cut off from this benefit. However, the Board felt it appropriate to remind the village council and residents that their water supplies come from rural locations. Additionally, in 2003 the United Irrigation District transferred a water license of 302.17 acre-feet to the Village of Glenwood at no cost for their purposes of providing irrigation water to their residents in order to reduce the use of their potable water supplies. The value of this water license is significant.

The UID charges the village a similar rate for conveyance fees as they charge their irrigators per assessed acre. Water is a valuable resource. We have an important stewardship to use it wisely and cooperatively.

The United Irrigation District Board of Directors wishes to continue to cooperate with the village to provide water as per the conveyance agreements and in helping our constituents to understand the full value of our water resources. The areas of the United Irrigation District are all benefited from our good sources of water either for irrigation or for domestic use. We do, however, want full disclosure to the village residents of the benefits that are coming from rural irrigation water supplies and rural sources for their potable water supplies as they consider their opportunity of providing potable water to the rural community at reasonable and fair rates. Recent price increases to the rural community by the village for their potable water supplies outside the villages have raised some concerns by our rate payers.

We would welcome any discussion and look forward to working together in the future.

Yours truly,
UNITED IRRIGATION DISTRICT BOARD OF DIRECTORS



Duane Nelson
Chairman

CAO

From: MA Engagement Team <ma.engagement@gov.ab.ca>
Sent: June 14, 2024 11:37 AM
To: MA Engagement Team
Subject: Meeting request with Minister McIver – ABmunis Fall 2024 Convention

Dear Chief Administrative Officer:

I am writing to inform you of a potential opportunity for municipal councils to meet with the Honourable Ric McIver, Minister of Municipal Affairs, at the Alberta Municipalities (ABmunis) Fall 2024 Convention, scheduled to take place at the Westerner Park (4847A 19 Street Red Deer, AB, T4R 2N7) from September 25-27, 2024.

Should your council wish to meet with Minister McIver during the convention, please submit a request by email with potential topics for discussion to ma.engagement@gov.ab.ca no later than **July 12, 2024**.

We generally receive more requests than can be reasonably accommodated over the course of the convention. Requests which meet the following criteria will be given priority for meetings during the convention:

- Municipalities that identify up to three discussion topics related to policies or issues directly relevant to the Minister of Municipal Affairs and the department.
 - It is highly recommended to provide details on the discussion topics.
- Municipalities located within the Capital Region can be more easily accommodated throughout the year, so priority will be given to requests from municipalities at a distance from Edmonton and to municipalities with whom Minister McIver has not yet had an opportunity to meet.
- Meeting requests received after the deadline will not be considered for the convention.

Meeting times with the Minister are scheduled for approximately 15 minutes. This allows the Minister to engage with as many councils as possible. All municipalities that submit meeting requests will be notified at least two weeks prior to the convention as to the status of their request.

Municipal Affairs will make every effort to find alternative opportunities throughout the remainder of the year for municipalities the Minister is unable to accommodate during the convention.

Engagement Team

Qualifying Statement for the Minutes of the Regular Council Meeting
of July 10, 2024 regarding Bylaw 267-2024

The Village of Glenwood does not have a Retention and Scheduling of Municipal Records Bylaw.

It is recommended by CAO Vizzutti, that the Village of Glenwood adopt a bylaw providing for the retention and scheduling of municipal records based on recommendations provided by Alberta Municipal Affairs and reflecting best practices for records management, currently used by municipalities.

While CAO Vizzutti cannot guarantee record management practices before September 2022, she does state that since September 6, 2022, municipal records held by the Village are being recorded, retained and scheduled in accordance with best practices.

Bylaw 267-2024 reflects the principles outlined above.



Cynthia Vizzutti CLGM, CTAJ

Chief Administrative Officer

Dated this 10th day of July, 2024

Village of Glenwood

Bylaw 267-2024

Record Retention and Disposal Bylaw

BEING a bylaw of the Village of Glenwood, in the Province of Alberta, for the purpose of establishing procedures for the disposal of municipal record and documents and establishing a retention schedule for municipal records and documents.

WHEREAS pursuant to Section 214(2) of the *Municipal Government Act*, being Chapter M-26 of the Revised Statutes of Alberta, 2000, and amendments thereto, a council may pass a bylaw respecting the destruction of records and documents of the municipality;

AND WHEREAS it is the desire of the Council of Village of Glenwood to establish procedures for the disposal of municipal record and documents and establish a retention schedule for municipal records and documents;

AND WHEREAS the provisions established in this bylaw must be consistent with the applicable federal and provincial statutes and regulations;

NOW THEREFORE, under the authority of the *Municipal Government Act*, being Chapter M-26 of the Revised Statutes of Alberta, 2000, and amendments thereto, the Council of the Village of Glenwood, in the Province of Alberta, duly assembled, hereby enacts as follows:

1. Bylaw Title:

- a) This bylaw may be cited as the "Record Retention and Disposal Bylaw."

2. Definitions:

- a) **Record** means a record of information that is written, photographed, recorded, or stored in any manner.
- b) **Transitory Record** means records that have short-term or no value and will not be required for any future use or reference.
- c) **Chief Administrative Officer** means the individual assigned to carry out the duties, powers, and functions of the role as established in the *Municipal Government Act*.

3. Relationship to Other Legislation:

- a) If the provisions established in this bylaw are inconsistent with the provisions established in applicable provincial or federal legislation, the Village of Glenwood will adhere to the provisions established in the provincial or federal legislation.

4. Transitory Records:

- a) Transitory Records shall be disposed of when they no longer serve any valid purpose.
- b) When Transitory Records containing confidential information no longer serve any valid purpose they shall be disposed of so that the information contained therein is completely destroyed.

5. Schedule "A" – Record Retention Schedule:

- a) The "Schedule 'A' – Record Retention Schedule" attached to this bylaw is hereby adopted and may be amended by a resolution of the Council of the Village of Glenwood.

6. Record Retention:

- a) Where in this bylaw it is provided that records in the custody or control of the Village of Glenwood shall be retained, it shall be responsibility of the Chief Administrative Officer to ensure that such records are preserved in either physical or digital form or both and retained for the length of time established in Schedule "A" of this bylaw.
- b) The Chief Administrative Officer shall have the discretion to retain records longer than the period provided for in Schedule "A" of this bylaw, and they shall do so when they deem it appropriate to do so or when they receive indication that there may be future litigation involving said records.
- c) Should an individual's personal information be used by the Village of Glenwood in order to make a decision that directly affects the individual, the Village of Glenwood shall retain the personal information for at least one (1) year from the date it was used to make the decision so that the individual may have a reasonable opportunity to obtain access to said records.
- d) When the Chief Administrative Officer receives an indication there is or may be a future *Freedom of Information and Protection of Privacy Act* (FOIP) request involving any records scheduled for disposition, the Chief Administrative Officer will retain said records for a period of 1 (one) year after the FOIP request has been made.

Initials

7. Record Disposal:

- a) Where in this bylaw it is provided that records in the custody or control of the Village of Glenwood shall be disposed of, such records shall be destroyed so that the information contained therein is completely destroyed without any copy thereof being retained.

- b) Records may only be disposed of in accordance with the provisions established in this bylaw and following the record retention periods established in Schedule "A" of this bylaw.
- c) The Chief Administrative Officer shall be responsible for maintaining an ongoing index of all records destroyed under the provisions established in this bylaw, and the index shall contain the following information:
 - i. Type of records that were disposed of;
 - ii. Date that the records were disposed of; and
 - iii. Name of the employee responsible for disposing of the records.

8. Effective Date:

- a) This bylaw shall have force and take effect on the third and final reading thereof.

READ a **first** time this _____ day of _____, 2024.

READ a **second** time this _____ day of _____, 2024.

READ a **third** time and finally **PASSED unanimously** this _____ day of _____, 2024.

Mayor - Linda Allred

Chief Administrative Officer – Cynthia Vizzutti

Bylaw 267-2024

Schedule "A" – Record Retention Schedule

File Type	Specifics	Retention
Transitory Records	Administration meeting notes Sticky notes Conference agendas Workshop materials Estimates Price lists Product/service information Outdated municipal maps	Routinely discard
Corporate Documents	Agenda packages Minutes Bylaws Policies Acts/legislation Organizational meeting Board/committee meetings Electoral boundaries Census Review of board decisions Appeals	Permanent
Land Files	Land files Land titles Subdivision files Construction projects Road/highway files Utility right-of-ways Sign locations Aerial photographs	Permanent
Legal Documents (Short-term)	Permits Licenses Tickets	Permanent
Legal Documents (Land-related)	Building / development permits Easements	Permanent
Legal Documents (Long-term)	Service agreements Government agreements Government approvals Mutual aid Insurance claims Accident reports	Permanent
Taxation and Assessment	Tax roll files Grants in lieu Closed accounts Tax arrears Tax arrears on properties for sale Tax arrears notification Tax arrears cancellations Assessment audits Assessment balance Government grants Land leases on municipal land Year-end print outs Mill rates Equalized assessments Forfeited land records Public auctions	Permanent
Finance (Long-term)	Debentures, loans, leases Investments Annual reports / audits Year-end documents Financial statements	Permanent
Finance (Short-term)	Accounts Payable Accounts Receivable Receipts Invoices Cancelled cheques Bank statements Accountants working papers	7 Years

Payroll and Remittance	Year-end print outs Time sheets Payroll check lists Direction deposit transfer lists T-4 copies Remittances (not pension)	7 Years
	Pension information	Permanent
Personnel Files	Job descriptions/advertisements Salary ranges/surveys	12 Years
	Employee files	7 Years (after termination)
	Applications/resumes	1 Year (after applicant rejected) 1 Year (after termination)
Correspondence (General correspondence)	Announcements General information Association Newsletters Requests / solicitations Letters of support / request Anniversaries, events	3 years
Correspondence (Policy or bylaw related)	Complaints Actions Petitions Amendments Notices	7 years
Correspondence (Government correspondence)	Other municipalities Provincial government / agencies Federal government / agencies	7 years
Reports/Studies	Produced by Village of Glenwood Produced by another entity	Permanent
Working Documents	Water treatment plant reports Test results Inventories Maintenance reports	12 Years

CAO

From: Danny Melvin <dmcces@hotmail.com>
Sent: June 27, 2024 10:06 AM
To: CAO
Subject: Shuffle board

38" wide by 144" long

shuffle board

DM Danny Melvin <dmcce@hotmail.com>
To: CAO

5



CARDSTON COUNTY, THE VILLAGE OF GLENWOOD, AND THE VILLAGE OF HILL SPRING have agreed to the creation of a Water Services Commission and the Councils have made the following Resolution.

“The Municipal Governments of **Cardston County, Village of Glenwood, and the Village of Hill Spring** (Commission Members) have agreed to the creation of the “**Spring Glen Regional Water Service Commission**” which will treat potable water for all members as set out in the Membership Agreement and the Spring Glen Regional Water Services Commission Bylaw #1.

The Members agree that the following will sit on the first Board of Directors of “SGRWSC” are as follows:

- Cardston County Cam Francis and Wayne Harris
- Village of Glenwood Sandy Lybbert and Brian Wickhorst
- Village of Hill Spring Mike Nish and Dwight Davis

And the First Chair of the Commission will be Dwight Davis

The Municipal Government of Hill Spring will act as the Manager of the Commission and will have the Office Location at Hill Spring, Alberta Canada (T0K 1E0)

Moved and accepted by each Council on

Cardston County _____
Date Reeve Randy Bullock CAO Murray Millward

Village of Glenwood _____
Date Mayor Linda Allred CAO Cynthia Vizzutti

Village of Hill Spring _____
Date Mayor Dwight Davis CAO Greg Robinson

THIS AGREEMENT made in effective the ____ day of _____, 2024.

AMONG:

CARDSTON COUNTY,
(hereinafter referred to as "County")

- and -

VILLAGE OF HILL SPRING,
(hereinafter referred to as "Hill Spring")

- and -

VILLAGE OF GLENWOOD,
(hereinafter referred to as "Glenwood")

- and -

SPRING GLEN REGIONAL WATER SERVICES COMMISSION,
(hereinafter referred to as the "Commission")

MEMBERSHIP AGREEMENT

WHEREAS:

- A. Each of the Villages and the County have applied for membership in the Commission;
- B. it is a condition of membership in the Commission, pursuant to Section 4.1 of the Bylaws of the Commission, that this Membership Agreement be executed by the Member;
- C. the Board, subject to compliance by the Member with all requirements pursuant to the Bylaws, has resolved to admit the Member as a member of the Commission;
- D. the Villages, the County and the Commission each wish to construct the Project so that the Commission can provide Water Services to the Villages and the County;
- E. as the reason the Villages and the County are causing the Commission to be created, is for the purpose of operating the Project, once constructed, that if the construction costs for the Project are higher than either Member is willing to incur, the Members reserve the right to cancel the Project, without recourse; and
- F. the parties will work together in respect to the planning, design, and construction of the Project.

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

ARTICLE 1 - INTERPRETATION

1.1 Definitions

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

- (a) "Act" means the *Municipal Government Act*, R.S.A. 2000 c. M-26, as amended from time to time;
- (b) "Appoint" includes "elected" and vice versa;
- (c) "Alberta" means Her Majesty the King in Right of Alberta as represented by the Minister of Transportation;
- (d) "Board" means the Board of Directors of the Commission;
- (e) "Bylaws" means the Bylaws of the Commission as from time to time amended or restated;
- (f) "Default" means any failure by the Member to obtain, perform or carry out any of its obligations hereunder;
- (g) "Director(s)" means the person(s) who is/are from time to time elected or appointed as Director(s) of the Commission;
- (h) "Dispute Resolution Procedure" means that procedure for the resolution of disputes between the Members contained within **Schedule "A"** attached hereto;
- (i) "Effective Date" means the date of the creation of the Commission by the Minister of Municipal Affairs;
- (j) "Governmental Authority" means any applicable government, including any federal, provincial, state, territorial, local or municipal government, and any governmental agency or department, tribunal, board, commission, court or other authority exercising or purporting to exercise executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government, as well as any arbitrator, arbitration tribunal or other tribunal or any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;
- (k) "Members" means both the Villages and the County and "Member" means any one of them;
- (l) "Project" means all activities reasonably required to complete the development of the regional potable water treatment facility to be owned and operated by the Commission, together with related transmission system and pressure reduction and distribution stations required to meet the respective demands from existing and new users and developments within the County and the Villages, which include, but are not limited to:
 - (i) design of the Project and preparation of Project plans;
 - (ii) obtaining all necessary permits, licenses, and approvals which may be required from any Governmental Authority;
 - (iii) obtaining all necessary interests in land required for the construction, maintenance, and operation of the Project;

- (iv) The Villages will allow the County to move its water through its water system to county residents at no additional cost. The County will be responsible for billing all county residents and the Villages will be responsible for billing all Villages residents. The Villages will continue to provide water to county residents under the Village's licenses until the County acquires its licenses, at which point the County will provide the water to its residents under its licenses.

- (m) "Prime Rate" means the percentage rate of the interest per annum which is established and charged from time to time by the financial institution of the Commission, on loans to its most creditworthy and preferred commercial borrowers. A statement or statements in writing made by the manager of the said financial institution, as to the Prime Rate, from time to time, shall be final and conclusive as evidencing the Prime Rate during the operative time of the statement and shall not be open to dispute or challenge by the parties. Any change in the Prime Rate shall be effective on the banking day upon which the said financial institution changes its Prime Rate, and such rate of interest shall be changed automatically without notice to the parties;

- (n) "Water" means potable water suitable for human consumption which has been treated and tested by the Commission to meet all Alberta Environment drinking water standards; and

- (o) "Water Services" means those potable water treatment and transmission services to be provided by the Project once completed including, without restriction, treating water from the current municipal water wells for delivery to and use on the Villages' lands and on lands in the County.

1.2 Defined Terms

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

ARTICLE 2 - IMPLEMENTATION OF AGREEMENT

2.1 Intent of Agreement

Subject to the terms of any water services agreement between the Commission and the Member(s), the Commission shall provide Water Services to the Members.

2.2 Effective Agreement

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

2.3 Conflict

In the event of any conflict between the provisions of this Agreement and the Bylaws, the provisions of this Agreement shall govern. The Member agrees to vote so as to cause the Bylaws to be amended to resolve any such conflict in favour of the provisions of this Agreement.

2.4 Effective Date

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

2.5 Termination

Without limiting the generality of any other right contained herein, this Agreement shall cease and terminate on the occurrence of any of the following events, namely:

- (a) the bankruptcy or receivership of the Commission;
- (b) the passing of a resolution for winding up the Commission;
- (c) the Lieutenant Governor in Council makes a regulation disestablishing the Commission and orders the Commission to be wound-up; or
- (d) the execution of any agreement of termination in writing by the parties.

ARTICLE 3 - CONDUCT OF THE AFFAIRS AND BUSINESS OF THE COMMISSION

3.1 Board of Directors

The Member agrees that the affairs of the Commission shall be managed by the Board appointed in accordance with Section 6.1 of the Bylaws.

3.2 Conduct of the Affairs of the Commission

The Members agree that, unless authorized by a resolution consented to in writing by the Members, the Member shall not cause or permit the Commission and the Board shall not authorize the Commission to:

- (a) take or institute any proceedings for the disestablishment, winding up, reorganization or dissolution of the Commission;
- (b) sell, lease or exchange all or substantially all of the property of the Commission other than in the ordinary course of business;
- (c) reorganize;
- (d) enter into of any partnerships or joint ventures;
- (e) amend, repeal, or enact any Bylaws other than those already in place;
- (f) enter into any contract outside of the Commission's ordinary course of business;
- (g) make a general assignment for the benefit of creditors;
- (h) make a voluntary assignment to a trustee in bankruptcy; or
- (i) permit any new members to join the Commission.

ARTICLE 4 - MEMBERSHIP BENEFITS

4.1 Availability of Membership Benefits

Subject to the performance of all of the obligations of the Member pursuant to this Agreement and pursuant to the Bylaws and further subject to the terms of any water supply agreement between a Member and the Commission, the Commission will make available to the Member all of the benefits of membership that are available to all Members, from time to time, including the provision of Water Services.

ARTICLE 5 - FUNDING OF COMMISSION

5.1 Funding for the Commission

All funding for the operation of the commission shall be through the water sales to the municipal partners. Municipal partners will pay the bulk invoice to the commission within 30 days after receiving the invoice.

ARTICLE 6 - DISPUTE RESOLUTION

6.1 Dispute Resolution

In the event of a dispute between the parties with respect to any matter arising within or from this Agreement, the parties shall refer the dispute to be resolved through the Dispute Resolution Procedure.

ARTICLE 7 - CAPITAL CONTRIBUTION

7.1 Costs of Commission

The Members acknowledge and agree that it is the intent of the Commission that all costs associated with the Project including, without limitation, realtor's, lawyer's and other professional fees and disbursements and the initial costs to organize the Commission, incurred by the Commission, are to be equally borne by the Members, as set forth in this Article 10.

7.2 Capital Contributions

Each Member shall equally contribute to the Capital Budget, in the amounts set forth as follows (the "Initial Capital Contribution"):

Member Name	Initial Capital Contribution
Cardston County	\$100,000
Village of Hill Spring	\$100,000
Village of Glenwood	\$100,000

7.3 Nature of Capital Contributions

The Member's payment of their respective Initial Capital Contribution shall be as an investment by the Member to the Commission, which shall be not be required to be repaid by the Commission to the Members.

ARTICLE 8 - ADDITIONAL CAPITAL CONTRIBUTIONS

8.1 Additional Capital

In the event that the Board determines that additional capital is required for the operations of the Commission, each Member shall make additional capital contributions ("Additional Capital Contributions") to the Commission in accordance with its membership interest but only in amounts and time set by the Board. No Member is otherwise required to contribute capital to the Commission.

8.2 Request for Funds

All requirements or requests for Additional Capital Contribution will:

- (a) be in a notice delivered to each Member by the Chair of the Board stating that the Additional Capital Contribution has been approved by the Board;
- (b) state the aggregate amount of the Additional Capital Contribution and the amount of each Member's share of such Additional Capital Contribution; and
- (c) specify the date on which the Additional Capital Contribution is to be paid to the Commission and if not stated in the notice, the Additional Capital Contribution shall be paid to the Commission within thirty (30) days of the receipt of the written request for additional funds.

8.3 Failure to Advance

- (a) If any of the Members fails to advance the Additional Capital Contribution to the Commission within the time frame set out in Section 11.2 (hereinafter in this Section referred to as the "Defaulting Party"), any one or more of the remaining Members (hereinafter in this Article referred to as the "Contributing Party"), may advance the Defaulting Party's share of the money to the Commission.
- (b) If there is more than one Contributing Party, then each of them shall advance a portion of the Defaulting Party's share according to the ratio that each Contributing Party's proportionate interest bears to the aggregate proportionate interest of all Contributing parties.
- (c) If the Contributing Party advances funds to the Commission on behalf of a Defaulting Party, such advance shall be deemed to be a demand loan made by the Contributing Party to the Defaulting Party which the Contributing Party has been irrevocably directed to advance to the Commission for and on behalf of the Defaulting Party and such loan shall bear interest as between the Contributing Party and the Defaulting Party at a rate equal to the Prime Rate plus six (6%) per cent per annum from the date of such advance. The Contributing Party shall be entitled to receive such interest on the amounts advanced by it to the Commission on behalf of the Defaulting Party as aforesaid until the Contributing Party shall have been repaid therefor in full.
- (d) All loans deemed to arise between the Contributing Party and a Defaulting Party by operation of the provisions of this Agreement are hereby declared to be secured by a first and paramount lien and charge upon the proportionate interest of the Defaulting Party and the Defaulting Party hereby irrevocably appoints the Contributing Party as its true and lawful attorney to make, execute and deliver such documents and assurances as may be necessary or advisable to give effect to the foregoing.

- (e) In addition to the foregoing remedies, upon the failure of the Defaulting Party to advance the Additional Capital Contribution, the Commission may suspend the provision of the Water Services to the Defaulting Party, without recourse by the Defaulting Party to the Commission, notwithstanding the terms of any water supply agreement between the Commission and the Defaulting Party.

ARTICLE 9 - NOMINATION OF VOLUMES

9.1 The Parties agree that the Commission shall provide the Water Services and distribute the Water to the Members in accordance with the volumes set out by the individual Municipal Water License:

ARTICLE 10 - DEFAULT

10.1 Remedies

Without limiting the generality of any remedy contained in this Agreement, upon the occurrence of a Default, the Commission may do any one or more of the following:

- (a) pursue any remedy against the Member available to it at law or in equity, it being acknowledged that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default; or
- (b) take such actions as may reasonably be required, to cure the default, in which event all payments, costs and expenses incurred therefore shall be payable by the Member to the Commission on demand with interest at a rate equal to the Prime Rate in effect at the time plus six (6%) percent per annum; or
- (c) waive the default provided, however, that any waiver of a particular default shall not operate as a waiver of any subsequent or continuing default; or
- (d) terminate the entitlement of the Member to the benefits of membership that are available to the Members.

ARTICLE 11 - TERMINATION OF MEMBERSHIP

11.1 Termination

Subject to the approval and any terms and conditions of removal imposed by the Minister of Municipal Affairs, a Member will only terminate its membership in the Commission upon 2 Years' notice in accordance with Section 12.3 of the Bylaws. Upon termination of its membership, the Member acknowledges and agrees that it shall have no ownership claim to any of the assets of the Commission in any manner whatsoever. The Members agree that any decision about the ongoing right to receive Water Services from the Commission shall be addressed in the terms of any water supply agreement then in effect as of the date of termination of the Members' membership.

ARTICLE 12 - DISTRIBUTION OF PROPERTY

12.1 Disestablishment

Upon the disestablishment of the Commission and after the payment of all debts and liabilities of the Commission, the remaining property of the Commission that is not addressed by the

Lieutenant Governor in Council order, shall be distributed equally to the Members, in the proportions determined by the Board.

ARTICLE 13 - GENERAL PROVISIONS

13.1 Notices

Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing.

Any Notice required or permitted hereunder shall be sent to the intended recipient at its address as follows:

(a) **Spring Glen Regional Water Services Commission:**

Ph: () _____
Fax: () _____
Attention: Chair

(b) **Cardston County**
1050 Main Street
Cardston, AB T0K 0K0
Fax: (403) 653-4977

Attention: Chief Administrative Officer

(c) **Village of Hill Spring**
P.O. Box 40, 11E 2nd Ave
Hill Spring, AB T0K 1E0
Fax: (403) 626-3876

Attention: Chief Administrative Officer

(d) **Village of Glenwood**
P.O. Box 1084, 59 Main Ave
Glenwood, AB T0K 2R0
Fax: (403) 626-3233

Attention: Chief Administrative Officer

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

Notice shall be served by one of the following means:

- (a) by delivering it to the party on whom it is to be served. Notice delivered in this manner shall be deemed received when actually delivered to such party;
- (b) if delivered to a corporate party, by delivering it to the address specified in (a) during normal business hours. Notice delivered in this manner shall be deemed received when actually delivered;
- (c) by fax or email to the party on whom it is to be served. Notice delivered in this manner shall be deemed received on the earlier of:

- (i) if transmitted before 3:00 p.m. on a Business Day, on that Business Day; or
- (ii) if transmitted after 3:00 p.m. on a Business Day, on the next Business Day after the date of transmission; or
- (d) by mailing via first class registered post, postage prepaid, to the party to whom it is served. Notice so served shall be deemed to be received five (5) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

13.2 Governing Law

This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

13.3 Time of Essence

Time shall be of the essence of this Agreement.

13.4 Preamble and Schedules

The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that same and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement:

Schedule "A" - Dispute Resolution Procedure.

13.5 Headings

The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

13.6 Relationship between Parties

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

13.7 No Authority

Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

13.8 Agreement Entire Relationship

This Agreement constitutes the entire agreement between the parties hereto and the parties acknowledge and agree that there are no covenants, representations, warranties, agreements 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.

13.9 Further Assurances

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

13.10 Amendments

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.

13.11 Waiver

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act 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.

13.12 Counterparts

This Agreement may be executed and delivered in any number of counterparts, by facsimile copy, by electronic or digital signature or by other written acknowledgement of consent and agreement to be legally bound by its terms. Each counterpart when executed and delivered will be considered an original but all counterparts taken together constitute one and the same instrument.

13.13 Statutory Reference

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

13.14 Unenforceability

If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances 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.

13.15 Survival

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

13.16 Remedies Generally

Mention in this Agreement of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative.

13.17 Payment of Monies

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

13.18 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.

13.19 Binding Effect

This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

13.20 Assignment

No party shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consents from the other party, such consents which shall not be unreasonably withheld.

13.21 Requests for Consent

Each party shall provide any decision with regard to a request for consent in a timely manner.

13.22 Construction

This Agreement shall be interpreted according to its fair construction and shall not be construed as against any party hereto.

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

SPRING GLEN REGIONAL WATER SERVICES COMMISSION

Per: _____

Per: _____

VILLAGE OF HILL SPRING

Per: _____

Per: _____

VILLAGE OF GLENWOOD

Per: _____

Per: _____

CARDSTON COUNTY

Per: _____

Per: _____

SCHEDULE "A"

The Dispute Resolution Procedure

1. Definitions - In this Schedule, the following words and phrases have the following meanings:
 - (a) "Arbitrator" means the person appointed to act as such to resolve any Dispute;
 - (b) "Arbitration" means a process whereby each of the Parties, with or without legal counsel, agrees to jointly engage and meet with an Arbitrator who will render a binding decision in respect of any Disputes;
 - (c) "Dispute" means any disagreement or controversy between the Parties concerning any matter arising out of this Agreement;
 - (d) "Disclosed Information" means the information disclosed by a Party for the purpose of settlement, negotiation, Mediation or Arbitration;
 - (e) "Mediation" means a process whereby a Representative of each Party, with or without legal counsel, agrees to jointly engage the services and meet with a Mediator to participate in a mediation, conciliation or similar dispute resolution process;
 - (f) "Mediator" means the person appointed to facilitate the resolution of a Dispute between the Parties;
 - (g) "Party" means a party to the Agreement to which this Dispute Resolution Procedure is attached, and "Parties" means more than one of them; and
 - (h) "Representative" means an individual who has no direct operational responsibility for the matters comprising the Dispute who holds a senior position with a Party and who has full authority to settle a Dispute.

2. Dispute Process - In the event of any Dispute, the Parties agree that prior to commencing litigation, they shall undertake a process to promote the resolution of a Dispute in the following order:
 - (a) first, by negotiation;
 - (b) second, by way of Mediation; and
 - (c) third, by arbitration, if mutually agreed to in writing at the time of the Dispute, by the Parties.

Negotiation, Mediation or Arbitration shall refer to, take into account, and apply the intentions and principles stated by the parties within Agreement to which this Schedule is attached.

3. Negotiation - A Party shall give written notice ("Dispute Notice") to the other Party of a Dispute and outline in reasonable detail the relevant information concerning the Dispute. Within seven (7) days following receipt of the Dispute Notice, the Parties shall each appoint a Representative, who shall meet and attempt to resolve the Dispute through discussion and negotiation. If the Dispute is not resolved within thirty (30) days of receipt of the Dispute Notice, the negotiation shall be deemed to have failed.

4. Mediation - If the Representatives cannot resolve the Dispute within such thirty (30) day period, then the Dispute shall be referred to Mediation. Any one of the Parties shall provide the other Party with written notice ("Mediation Notice") specifying the subject matters remaining in Dispute, and the details of the matters in Dispute that are to be mediated. If the Mediation is not completed within sixty (60) days

from the date of receipt of the Dispute Notice, the Dispute shall be deemed to have terminated and failed to be resolved by Mediation.

5. Arbitration

- (a) If the Mediation fails to resolve the Dispute and if both Parties so agree in writing, at the time of the dispute, the Dispute shall be submitted to binding Arbitration. One of the Parties may provide the other Party with written notice ("Arbitration Notice") specifying the subject matters remaining in Dispute and the details of the matters in Dispute that are to be arbitrated. If the other Party agrees to proceed to Arbitration, such Dispute shall proceed to Arbitration. A failure to respond to the Arbitration Notice shall be deemed to constitute a refusal to proceed with Arbitration;
- (b) The Arbitrator shall conduct the Arbitration in accordance with the commercial arbitration rules (the "Rules") established from time to time by the ADR Institute of Canada Inc., unless the Parties agree to modify the same pursuant to any arbitration agreement. The Arbitration Act (Alberta) shall apply to all Arbitrations but if there is a conflict between the Rules and the provisions of the Act, the Rules shall prevail. Notwithstanding the foregoing, any such Arbitration shall be conducted in the English language;
- (c) The Arbitrator shall proceed to hear and render a written decision concerning any Dispute within:
 - (i) forty-five (45) days, if the subject matter of the Dispute is less than \$100,000.00];
or
 - (ii) one hundred and twenty (120) days, if the subject matter of the Dispute is greater than \$100,000.00.
- (d) The Arbitrator has the right to award solicitor-client costs against the unsuccessful Party and to award interest but does not have the right to award punitive, consequential or other exemplary damages.
- (e) The Arbitrator's decision is final and binding but is subject to appeal or review by any court of proper jurisdiction only with respect to an allegation of fraud.

6. Participation - The Parties and their Representatives will participate in good faith in the negotiation, Mediation and, if applicable, Arbitration processes and provide such assistance and Disclosed Information as may be reasonably necessary and notwithstanding that litigation may have commenced as contemplated in this Schedule.

7. Location - The place for Mediation and Arbitration shall be Cardston, Alberta, or such other location as the Parties may otherwise agree.

8. Selection of Mediator and Arbitrator - If the Parties are unable to agree upon the appointment of a single Mediator or Arbitrator within ten (10) days after receipt of the Mediation Notice or Arbitration Notice, either of the Parties may request that a single Mediator or Arbitrator, as the case may be, of suitable training, experience and independence, and who in respect of the subject matter of the Dispute has a reasonable practical understanding, be appointed by the executive director or other individual fulfilling that role for the ADR Institute of Canada, Inc. The executive director shall be requested to make this determination within five (5) days of receipt of the request.

9. Costs - Subject to clause 5(d) of this Schedule in the case of an Arbitration, the Parties shall bear their respective costs incurred in connection with the negotiation, Mediation and, if applicable, Arbitration except that the Parties shall equally share the fees and expenses of the Mediator and Arbitrator and the cost of the facilities required for Mediation and Arbitration.

10. Disclosed Information - All Disclosed Information shall be treated as confidential and neither its delivery nor disclosure shall represent any waiver of privilege by a Party disclosing such Disclosed Information. Subject only to the rules of discovery, each Party agrees not to disclose the Disclosed Information to any other Person or for any other purpose. Such Disclosed Information cannot be used in any subsequent proceedings without the consent of the Party who has made the disclosure. The Parties agree that any Representative, Mediator and, if applicable, Arbitrator shall not be subpoenaed or otherwise compelled as a witness in any proceedings for the purpose of testifying with respect to the nature or substance of any dispute resolution process that may arise in relation to any matter that is a subject of this Agreement. Nothing in this dispute resolution procedure shall require a Party to disclose information that is subject to confidentiality provisions with third parties.

11. Litigation and Limitations Act - No Party shall commence litigation concerning the Dispute until the negotiation and Mediation processes have concluded. The Parties agree that during the time any Dispute is subject to the negotiation and Mediation processes, the limitation periods set forth in the Limitations Act (Alberta) shall be stayed. The limitation periods shall be reinstated once the Mediation terminates or is deemed terminated so that each of the Parties shall have the respective rights and remedies that were available to them before the commencement of these processes. Any Party may commence litigation on any date, if necessary, to preserve its legal rights and remedies if the commencement of litigation after that date would otherwise be banned by any applicable limitation period or if the commencement of litigation is otherwise necessary to prevent irreparable harm to that Party.

12. Confidentiality - The Parties agree that there is a real risk that substantial damage to a Party's commercial interests may result if Disclosed Information or Confidential Information is obtained by third parties because a Dispute becomes the subject matter of litigation. The Parties agree not to contest or oppose, directly or indirectly, an application by a Party to the court, that the court's file relating to such litigation, including this Agreement and supporting financial information, be sealed upon commencement of the litigation.

ASSET TRANSFER AGREEMENT

THIS AGREEMENT made as of the ____ day of _____ A.D 2024

AS BETWEEN:

CARDSTON COUNTY

A Municipality formed pursuant to
the laws of the Province of Alberta

-and-

Village of Glenwood

A Municipality formed pursuant to
the laws of the Province of Alberta

-and-

Village of Hill Spring

A Municipality formed pursuant to
the laws of the Province of Alberta

(hereinafter collectively referred to as the "Transferors")

OF THE FIRST PART

-and-

Spring Glen Regional Water Services Commission

A regional services commission established pursuant
to the laws of the Province of Alberta
(hereinafter referred to as the "Transferee")

OF THE SECOND PART

RECITALS

WHEREAS The Transferors, the Villages of Glenwood and Hill Spring, and Cardston County, are members of the Transferee, the Spring Glen Regional Water Service Commission;

AND WHEREAS the Transferors wish to transfer and the Transferee wishes to purchase certain assets of the Transferors on the term and conditions hereinafter set forth;

AND WHEREAS it is the desire of the parties hereto to set out the mutual rights and obligations in connection with such transfer;

NOW THEREFORE in consideration of the payment of the purchases price by the Transferee to the Transferors and in consideration of the terms and conditions and the mutual covenants hereinafter

set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties hereto agree as follows:

ARTICLE 1 - Definitions and Interpretation:

In this Agreement, unless expressly stated to the contrary:

- 1.1 "Agreement" shall mean this Agreement and all instruments supplemental hereto or in amendment or confirmation hereof;
- 1.2 "closing date" shall mean:
 - (a) The ____ day of _____, A.D, 2024, or
 - (b) Such other date as the parties hereto may mutually agree upon
- 1.3 "Parties" shall mean the parties to this agreement;
- 1.4 "Purchases Price" Shall mean the purchases prove payable by the Transferee to the Transferors for the purchases Assets as set forth Article 4.1 hereof;
- 1.5 "Purchased Assets" shall mean those assets listed in schedule "A" to this agreement; and
- 1.6 "Effective Date" shall mean the ____ day of _____, A.D. 2024

ARTICLE 2 - Sale/ Transfer of Assets

- 2.1 The Transferors agree to transfer to the Transferee, and the Transferee agrees to purchase from the transferors as at the Effective Date, the Purchases Assets.
- 2.2 All debts and liabilities, all titles, easements and rights of way and crossing, and all service, construction, and consulting agreements incurred, held, or entered into by the Transferors with respect to the applicable land, buildings, and other property listed in Schedule "A" are hereby assumed by the Transferee, and the Transferee shall do all things and prepared and/or execute all document necessary to effect the true intent of this Agreement.

ARTICLE 3 - Conditions

- 3.1 The obligations of the Transferee to close the transaction contemplated by this Agreement shall be subject to the following conditions;
 - (a) Prior to the Closing Date all necessary corporate action shall be taken by the Transferors and their Directors to approve, ratify, confirm and adopt this Agreement and to authorize the execution and delivery of all documents required herein and the performance of all act and consummation of all transactions on the part of the parties hereto to be done or performed hereunder;
 - (b) The representations and warranties of the Transferors contained in Section 5.1 shall be deemed to have been made again on the Closing Date and shall then be true and correct and survive the closing of this agreement and should the Transferor default in the performance of any of the conditions aforesaid, the other such party shall be entitled to refuse the closed the transaction herein

contemplated, to repudiate this Agreement, and to receive back from the defaulting party any benefits transferred there

3.2 The Obligations of the transferors to close the transaction contemplated by this Agreement shall be subject to the following conditions;

- (a) Prior to the Closing Date the Transferee shall be incorporated or organized in such form as to ensure that the Transferee has all of the necessary object and powers to permit and enable it to consummate the transactions herein contemplated, to perform all undertakings contained herein on the part of the Transferee and to carry on and conduct the business as a going concern;
- (b) Prior to the Closing Date all necessary corporate action shall have been taken by the Transferee to authorize the execution and delivery by the Transferee of the within Agreement and to consummate all transactions, execute and deliver all documents, and to do and perform all acts and undertakings on the part of the Transferee to be consummated, executed, delivered, done or performed as contemplated herein.

Page | 3

3.3 All of the assets sold herein shall be at the risk of the Transferors until the closing of the transactions herein contemplated on the Closing Date.

ARTICLE 4 - Purchase Purchases Price and Mode of Payment

4.1 The Purchase Price of the Purchases Assets is Two (\$2.00) Dollars (CDN).

4.2 The Transferee shall pay to the Transferors One (\$.00) Dollar each coincidentally with the execution and delivery of this agreement (the receipt and sufficiency of which is hereby acknowledged by the Transferors.)

ARTICLE 5 - Representations and Warranties

5.1 The Transferors hereby undertake, represent, and warrant to the Transferee that:

- (a) The Transferors are and on the closing date will be municipalities/corporations duly incorporated, validly existing and in good standing under the laws of the Province of Alberta with full power and authority to enter into the perform all of their obligations under this Agreement;
- (b) On the closing date the Transferor will have good and marketable title to all of the purchases assets, free and clear of all liens, mortgages, charges and encumbrances of whatsoever nature, excepting those encumbrances expressly accepted by the Transferee herein, and will be entitled at law and in equity to sell, assign and transfer a clear title to the assets subject only as aforesaid, pursuant to the provisions of this agreement;
- (c) All resolutions of the transferors have been passed in compliance with clause 3.1 a

5.2 Upon the transaction herein contemplated being closed, the Transferors shall and do hereby agree to indemnify and save harmless the Transferee from and against any and all claims, actions, losses, damages or cost to which it may be put or suffer by or as a result of

any undertaking representation or warranty set forth in Clause 5.1 being incorrect or breached.

5.3 The undertakings, representations and warranties set forth in Clause 5.1 and the indemnity set forth in Clause 5.2 shall survive the closing and shall continue in full force and effect for the benefit of the Transferee.

5.4 The Transferee undertakes, represents and warrants to the Transferors (the Transferors relying on such undertakings, representations and warranties in entering into this agreement) that;

- (a) The Transferee is and on the Closing Date will be Commission duly established, incorporated, validly existing and in good standing under the Laws of the Province of Alberta with full power and authority to enter into a perform all of it obligations under this agreement.
- (b) All Minutes and Resolutions of the Directors fo the Transferee have been passed and adopted so as to meet the requirements of Clauses 3.2 a and 3.2 b and all other requirements for the validity of the acts by the Transferee in accordance with the Agreement.
- (c) Following the closing of the transactions contemplated by the Agreement, The Transferee shall pay and discharge all debts, claims and other liabilities or obligations incurred in or arising from the operations of the business or sale, servicing or renewal of all assets purchased herein or to be serviced by the Transferee from the Closing Date forward.

5.5 Upon the Transactions herein contemplated being closed, the Transferee shall and does hereby agree to indemnify and hold harmless, cost or damages to which the Transferors may be put or suffer by or as a result of any undertaking representation or warranty set forth in Clause 5.4 hereof being incorrect or breached.

5.6 The Undertakings, representations and warranties set forth in Clause 5.4 and the indemnity set forth in Clause 5.5 shall survive the closing and shall continue in full force and effect for the benefits of the Transferors.

ARTICLE 6 - Closing

6.1 At or prior to the closing the Transferors shall deliver or cause to be delivered to the Transferee the following:

- (a) Executed assignments of the Assets is such form as the nature of such Assets may require; and
- (b) Bill of Sale for the purchases Assets

6.2 At or prior to the closing the Transferee shall deliver the following:

- (a) The Transferors the Purchase Price.

6.3 Immediately upon completion of the closing the Transferors shall deliver to the transferee physical possession of all the assets, and all other items or indicia of title to enable the Transferee to assume full and complete and unencumbered operation and possession of the assets.

6.4 Immediately following completion of the closing the assets shall be at the sole risk or the Transferee.

ARTICLE 7 - Additional Covenants and Acknowledgements

- 7.1 Except as herein expressly set forth there are no representations or warranties as to the present condition or any of the Purchased Assets or any part thereof, it being hereby expressly acknowledged by the Transferee that the same are being purchased "as is",
- 7.2 Time shall be of the essence of this Agreement.
- 7.3 Each of the parties hereto shall at the request and expense of any other party execute and deliver any further or additional documents deemed necessary by the solicitors for both such parties to properly create or confirm title according to the true intent and meaning of this agreement.
- 7.4 No amendment or variation of the terms, conditions, warranties covenants, agreements, and undertakings set forth herein shall be of any force or effect unless the same shall be reduced to writing duly executed by all parties hereto in the same manner and with the same formality as this agreement is executed.
- 7.5 This Agreement shall ensure to the benefit of and be binding upon each of the parties hereto and each of their respective successors, administrators and assigns.
- 7.6 Each party to this Agreement shall be responsible for the payment of all costs expenses, legal fees and disbursements incurred or to be incurred by it or him in negotiating and preparing this Agreement and all documents required to be delivered pursuant to this Agreement and in otherwise performing the transactions contemplated by this Agreement.

ARTICLE 8 - Notice

Whether or not so stipulated herein, all notices, communications, request and statements (the "Notice") required or permitted hereunder shall be in writing.

Any Notice required or permitted hereunder shall be sent to the intended recipient at its address as follows:

- a) **Cardston County**
1050 Main Street
P.O. Box 580
Cardston, Alberta T0K 0K0
- b) **Village of Hill Spring**
11 East 2nd Avenue
P.O. Box 40
Hill Spring, Alberta T0K 1E0
- c) **Village of Hill Spring**
59 Main Avenue
P.O. Box 1084
Glenwood, Alberta T0K 2R0
- d) **Spring Glen Regional Water Service Commission**

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

Notice shall be served by one of the following means;

By delivering it to the party on whom it is to be served. Notice delivered in this manner shall be deemed received when actually delivered to such party;

- e) If delivered to a corporate party, by delivering it to the address specified above during normal business hours, Notice delivered in this manner shall be deemed received when actually delivered;
- f) By fax or email to the party on whom it is to be served. Notice delivered in this manner shall be deemed received on the earlier of:
 - (a) If transmitted before 3:00 pm on a Business Day, on that Business Day; or
 - (b) If transmitted after 3:00 pm on a Business Day, on the next Business Day after the date of Transmission; or
- g) by mailing via first class registered post, postage prepaid, to the party to whom it is served. Notice so served shall be deemed to be received five (5) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or Seven (7) days after the cessation of such postal interruption shall be deemed to have been the received unless actually received.

ARTICLE 9 - Interpretation

9.1 The article headings and marginal notes contained in this Agreement are for reference purpose only and shall not affect in any way the meaning of interpretation of this Agreement.

IIN WITNESS WHEREOF the parties of the first part have hereunto affixed their corporate seals duly attested to by their authorized officers in that behalf, and affixed their signatures, and the party of the second part has hereunto affixed its corporate seal duly attested to by its authorized officers in the behalf, all as of the date first above written.

SIGNED, SEALED AND DELIVERED by the following:

Cardston County

Per: _____

Per: _____

Village of Hill Spring

Per: _____

Per: _____

Village of Glenwood

Per: _____

Per: _____

Spring Glen Regional Water Service Commission

Per: _____

Per: _____

Schedule "A"

LAND

- **Treated Water Plant Land**
 - Title 131V13
 - Plan 1875 JK
 - SE 13-4-28 W4
 - Containing 5 acres

- **Treated Water Plant Land**
 - Title 821 190 440
 - Plan 1222AY Block 12 Lot 1
 - 1-5-27 W4
 - Containing 1 acre

- **Water Wells Land**
 - Title 191 056 277
 - Plan 1910582 Block 1 Lot 1PUL
 - NE 32-4-27 W4
 - Containing 4.99 acres

- **Land**
 - Title 171 033 614
 - Plan 9312385 Lot 1
 - SW 5-5-27 W4
 - Containing 6.03 acres

INFRASTRUCTURE

- **Well heads (Hill Spring) located in Road Allowance East of NE 24-4-28 W4**
 - Two Wells with a casing, 4' pipes depth of 195 feet
 - Two Franklin Submersible Pumps with Berkeley motors
 - Backup generator Koehler with solar

- **Intake Line from Well Head (NW 19-4-27 W4) to water plant SE 13-4-28 W4 Line within the road allowance to the East of parcels.**
 - RW 100 PVC Approx 2950 meters

- **Distribution line from Water Plant (SE 13-4-28 W4) to Village Meter Vault**
 - W 200 PVC - 240 Meters in Length

- **Water Treatment Plant (Hill Spring) Completed with**
 - Two Vertical Pressure Filters
 - Chemical Treatment Equipment
 - Meters
 - Clear Holding Tank (594 M³)
 - Backup Generator. Koehler
 - Compressor

- **Well Head (Glenwood) located on Parcel plan 9312385 Lot 1**
 - two wells in casing depth of 130 feet
 - two well buildings (1 new 2023), with heaters and temp/door alarms
 - Submersible pumps
 - Candu Monitoring Equipment

- **Intake Line from Well Heads NE 32-4-27 W4 to the Water plant within Glenwood.**
 - RW 200 PVC Approx 6500 meters

- **Water Treatment Plant (Glenwood) Completed with**
 - Three Vertical Pressure Filters
 - Chemical Treatment Equipment
 - Meter
 - Clear Holding Tank (1100 M³)
 - 4 Distribution Pumps on UFD
 - Backup Generator.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT MADE THIS 1st DAY OF SEPTEMBER, 2024
BETWEEN:

VILLAGE OF GLENWOOD
(referred to as the "Municipality")

OF THE FIRST PART

-and-

BENCHMARK ASSESSMENT CONSULTANTS INC.
(referred to as the "Consultants")

OF THE SECOND PART

WHEREAS:

- A. The Municipality requires assessments of all lands and premises within the Municipality's boundaries primarily for taxation purposes;
- B. The Consultant is in the business of supplying assessment services to various municipalities throughout Alberta;
- C. The Municipality and the Consultant wish to enter into a written agreement for the supply of the assessment services.

NOW THEREFORE, the Municipality and Consultant, in consideration of the covenants and agreements hereinafter contained, agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions: For the purpose of this Agreement and the Schedules hereto or any certificate, opinion or other document, agreement, undertaking or assurances delivered in accordance with or in furtherance of the purposes and intent of this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following expressions shall have the following meanings respectively:

- 1.1.1. "Agreement" or "hereof", "hereto", "herein", "hereby", "hereunder" and similar expressions when used in this agreement and any attached schedules refer to this Agreement and to any Schedules attached hereto and not to any particular Articles, Sections, paragraphs, sub-paragraphs or other portion hereof, and including any and every instruments supplemental hereto; and any reference to a Section or Article by number of the alphabet means the appropriate paragraph, sub-paragraph, Section or Article of this Agreement unless the context otherwise

requires; and any reference to a Schedule by number or letter of the alphabet means the appropriate Schedule attached to this Agreement;

- 1.1.2 "Claims" means claims, losses, actions, suits, proceedings, causes of action, demands, damages (direct, indirect, consequential or otherwise), judgments, executions, liabilities, responsibilities, losses, costs, charges, payments and expenses including, without limitations, any professional, consultant and legal fees (on a solicitor and his own client basis);
- 1.1.3 "Consultant" means BENCHMARK ASSESSMENT CONSULTANTS INC.
- 1.1.4 "Consultant's Fee" shall have that meaning set out in Article 4.1;
- 1.1.5 "Injury" means bodily injury, personal discomfort, mental anguish, shock, sickness, disease, death, false arrest, detention or imprisonment, malicious prosecution, libel, slander, defamation of character, invasion of privacy wrongful entry or eviction and discrimination, or any of them, as the case may be;
- 1.1.6 "Municipality" means VILLAGE OF GLENWOOD;
- 1.1.7 "Property" as defined in the Municipal Government Act;
- 1.1.8 "Services" shall have that meaning set out in Schedule "A";
- 1.1.9 "Tax Year" means the calendar year commencing January 1;
- 1.1.10 "Term" shall have the meaning set out in Article 3.1;
- 1.2 This Agreement shall in all respects be governed by and be construed in accordance with the laws of the Province of Alberta.
- 1.3 If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provisions shall not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 1.4 Whenever the singular or masculine is used herein the same shall be deemed to include the plural or feminine or the body politic or corporate where the context or the parties so require.
- 1.5 The headings to the clauses of this Agreement are inserted for convenience only and shall not affect the construction hereof.

- 1.6 Unless otherwise stated, a reference herein to a numbered or lettered clause or paragraph refers to the clause or paragraph of each Section bearing that number or letter in this Agreement.
- 1.7 All accounting terms not defined in this Agreement shall have those meanings generally ascribed to them in accordance with generally accepted accounting principles in Canada, applied consistently.
- 1.8 Business Day: In any case where time limited by this Agreement expires on a Saturday, Sunday, legal holidays, or a day which chartered banks in the Municipality, are not open for business, the time shall be extended to and shall include the next day on which the said banks are open for business.
- 1.9 All references to dollars or "\$" shall mean legal money of Canada.
- 1.10 The following Schedules are incorporated by reference to this Agreement and form a part hereof.
- Schedule "A" - Definition of "Services"
 - Schedule "B" - Designated Assessor(s)
 - Schedule "C" - Equipment to be supplied by Consultant
 - Schedule "D" - Information/Equipment to be supplied by Municipality

2. APPOINTMENT

- 2.1 The Municipality hereby appoints the Consultant to perform the Services and the Consultant hereby agrees to perform the Services for the Municipality during the Term.
- 2.2 During the Term, the Consultant shall perform the Services for each of the following Tax Years:
- 2.2.1 January 1, 2024 to December 31, 2024
 - 2.2.2 January 1, 2025 to December 31, 2025
 - 2.2.3 January 1, 2026 to December 31, 2026
 - 2.2.4 January 1, 2027 to December 31, 2027
- 2.3 For every Tax Year, the Consultant shall have reported to the Municipality all assessments for that Tax Year and report to the Municipality on or before February 28th in each of said Tax Years.

3. TERM

3.1 The Consultant shall provide the Services of the Municipality commencing September 1, 2024 (the "Commencement Date") to August 31, 2027 (therein referred to as the "Term").

4. CONSULTANT FEE

4.1 In Consideration of the Services supplied by the Consultant, the Municipality shall pay to the Consultant a fee (the "Consultant's Fee") to be calculated as follows:

4.1.1 September 1, 2024 to August 31, 2025 - \$40.50 per parcel plus GST
 September 1, 2025 to August 31, 2026 - \$41.00 per parcel plus GST
 September 1, 2026 to August 31, 2027 - \$41.50 per parcel plus GST

4.1.2 Local Assessment Review Board and Composite Assessment Review Board;

The Fee stated in section 4.1.1 shall include all costs for the preparation and defense of Local and Composite Assessment Review Board complaints, excluding any costs associated with the assessment review board clerk.

In either of the two levels of the appeal process should expert or legal opinion be required, these costs shall be the responsibility of the Municipality.

4.2 Except as otherwise provided for in this Agreement, the Consultant will be solely responsible for:

4.2.1 all mileage and automobile expenses associated with the preparation of the contemplated assessment;

4.2.2 all accommodation, meals and related living expenses incurred or experienced by employees and representatives of the Consultant in the execution of this Agreement.

4.2.3 all employees of Benchmark Assessment Consultants Inc. wages and benefits.

4.3 The Municipality shall pay the Consultant's Fee as follows:

4.3.1 the Municipality will be invoiced quarterly, and payment of the invoice is due and payable within 30 days of receipt of the invoice. If payment is not received, interest of 3% per month will be charged.

4.4 Should the Municipality request the consultant to undertake work that is not set out in Schedule "A", additional fees of \$200 per hour will be charged. This includes, but is not limited to, any analysis, studies, reports, estimates or projections and the Consultant reserves the right to decline such requests. Should the amount of these additional fees exceed 10% of the amount set out in Article 4.1, such arrangement shall be handled by way of an amendment to this Agreement.

4.5 Any new or changed provincial legislation that creates additional services, studies and inspections will be negotiated as a separate contract.

5. COVENANTS OF THE CONSULTANT

5.1 The Consultant covenants and agrees with the Municipality as follows:

5.1.1 that the assessor(s) supplied by the Consultant for the performance of the Services shall be an Accredited Municipal Assessor of Alberta (AMAA) and shall designate those assessor(s) listed in Schedule "B" as the individuals to be the assessor(s) supplied;

5.1.2 the appointed assessor will endeavor to maintain proper equity in assessments within the Municipality;

5.1.3 the appointed assessor will be required to exercise independence and judgment in equating all of the relevant data involved in property assessment and determining final assessment value of property;

5.1.4 unless required by law, any data or other information concerning the Municipality, which is obtained by the Consultant in its dealings with the Municipality under this Agreement, shall be treated as confidential and shall not be disclosed without prior approval by the Municipality;

5.1.5 in the event that the Worker's Compensation Act of Alberta requires the Consultant to register with the Worker's Compensation Board ("WCB") the Consultant shall do so and upon demand by the Municipality, it shall deliver to the Municipality certification from WCB;

5.1.6 the Consultant shall comply with the provisions of:

5.1.6.1 any Act of the legislature of the Province of Alberta and of the Parliament of Canada now in force or enacted thereafter;

5.1.6.2 any regulations in force from time to time under

any of the Acts referred to in Clause 5.1.6.1;

5.1.6.3 any bylaw or resolution of the Municipality that expressly or by implication applies to the Consultant in respect of this Agreement;

5.1.7 the Consultant will ensure that its employees, when on assignment pursuant to this Agreement, will comply with any safety and security regulations and procedures in effect regarding the properties being assessed;

5.1.8 in addition to any authorizations, consents, licenses, right of entry or other estates or interest in land that have been obtained by the Minister, the Consultant shall obtain all lawfully required authorizations, consents, licenses and right to entry to land or other estates or interests in land necessary for the Consultant to perform the Services;

5.1.9 the Consultant shall undertake the Services in an efficient, good and workmanlike manner, and in accordance with the Municipality's reasonable good standards;

5.1.10 the Consultant shall supply all equipment and motor vehicles necessary to carry out and record the Services including, without limitation, that equipment listed in Schedule "C";

5.1.11 the Consultant shall agree that all assessment documents and related information shall remain the property of the Municipality.

6. REPRESENTATIONS AND WARRANTIES OF CONSULTANT

6.1 The Consultant warrants that all the Services will be conducted strictly in accordance with the provisions of any relevant Provincial Legislation and Regulations thereto.

7. COVENANTS OF THE MUNICIPALITY

7.1 The Municipality covenants and agrees with the Consultant as follows:

7.1.1 that the Municipality will provide notice either directly or indirectly to all rate payers affected by the assessments that the Consultant has been retained to perform the inspections and prepare assessment reports;

- 7.1.2 that the Municipality will be responsible for costs that may be incurred as a result of ratepayer information brochures, requests for information, newspaper advertisements, etc.;
- 7.1.3 the Municipality shall make available to the Consultant all existing assessment information in the possession of the previous consultant relating to the land and premises forming the subject matter of this Agreement;
- 7.1.4 the Municipality agrees that the Consultant may utilize staff (other than AMAA staff) to assist the assessor(s) in performing the Services;
- 7.1.5 unless required by law, any data or other information concerning the Consultant, which is obtained by the Municipality in its dealings with the Consultant under this Agreement, shall be treated as confidential and shall not be disclosed without prior approval by the Consultant;
- 7.1.6 the Municipality shall supply to the Consultant, at no cost to the Consultant, the equipment listed in Schedule "D".

8. INSURANCE AND INDEMNIFICATION

- 8.1 The Consultant, at its expense, shall acquire and maintain throughout the Term the insurance (the "Insurance") described in Article 8.2.
- 8.2 The Insurance is as follows:
 - 8.2.1 Five million (\$5,000,000.00) dollars inclusive limits commercial general liability insurance. The insurance will:
 - 8.2.1.1 include personal injury, employers, provisions for cross liability, and occurrence property damage;
 - 8.2.1.3 contain a provision that precludes invalidation as respects the interest of the Municipality by reason of any breach or violation of warranties, representations, declarations or conditions;
 - 8.2.2 Two million (\$2,000,000.00) dollars inclusive limits automobile liability insurance on a non-owned form, and on an owner's form, covering all licensed vehicles operated by or on behalf of the Consultant.

- 8.3 The Consultant shall cause each insurance policy to:
- 8.3.1 be primary, non-contributing with, and not excess of, any other insurance available to the Municipality;
 - 8.3.2 contain a prohibition against cancellation or material change that reduces or restricts the Insurance except on 30 days prior written notice to the Municipality; and
 - 8.3.3 be in a form and with insurers satisfactory to the Municipality, acting reasonably.
- 8.4 The Consultant shall promptly indemnify and hold harmless the Municipality from and against all Claims in connection with any Injury or any loss or damage to property arising from or out of this Agreement or occasioned wholly or in part by any fault, default, negligence, act or omission of the Consultant, or for those for whom the Consultant is responsible at law.
9. TERMINATION
- 9.1 Termination by the Municipality:
- 9.1.1 the Municipality may terminate this Agreement for any reason by providing 90 days' prior written notice to the Consultant.
- 9.2 Termination by the Consultant:
- 9.2.1 the Consultant may terminate this Agreement for any reason by providing 90 days' prior written notice to the Municipality.
- 10 GENERAL
- 10.1 This Agreement may be amended solely by written consent of both parties.
- 10.2 This Agreement represents the entire agreement between the parties. No other terms, representations or warranties, verbal or otherwise, are to be inferred or implied.
- 10.3 Should the parties be unable to resolve any disputes which may arise regarding this Agreement, the matter(s) in dispute shall be referred to arbitration in accordance with the provisions of the Arbitration Act, Chapter A-43, R.S.A. 2000.

- 10.4 This Agreement ensures to the benefit of and is binding upon the parties to this Agreement and their respective successors and any permitted assignees of the Consultant.
- 10.5 The Consultant may not assign its rights and obligations under this Agreement without the prior written consent of the Municipality.
- 10.6 The Consultant, while performing any Services under this Agreement, is an independent contractor and not an agent of the Municipality.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

Village of Glenwood

Per: _____

Per: _____

Benchmark Assessment Consultants Inc.

Per: _____

Per: _____

Schedule “A” – Definition of “Services”
Basic Assessment Services

- Annually prepare and declare the assessments of all property as defined under section 284(1)(r) of the *Municipal Government Act*, excluding linear and non-linear designated industrial property (DIP) according to the legislative timelines
- Regular meetings with Municipal representatives as required
- On-site reviews for 20% of properties annually (photos included)
- On-site reviews for building permits, sale verifications, and general inquiries, if required
- Annual Request for Information (RFI) for all M&E properties that are non-DIP, with the input and maintenance of data in CAMA lot (mailed from the Municipal office)
- Submit to the Minister and comply with the Assessment Quality Standards as set out in the Regulations
- Provide assessment summary reports online
 - Details of all assessments to be available by web access in PDF format to the Municipality
 - Access for the public to the reports in a limited capacity to the extent determined by the Municipality
- Respond to ratepayer inquiries and provide assessment information as requested in a timely manner
- Address and resolve assessment complaints, if possible
- Prepare defense of any assessment complaints before the Local and Composite Assessment Review Board
- ***Excluded in the Basic Assessment Services is any review, analysis, or reports pertaining to tax exemption applications under the Community Organization Property Tax Exemption Regulation (COPTER)***

Schedule "B" – Designated Assessor

Designated Assessor Assigned to the Municipality

- Christopher Snelgrove

Designated Assessors Available for Support

- Lance Wehlage
- Deanne Bannerman
- Chris Hall
- Ryan Vogt
- Logan Wehlage

Candidate Assessor(s)

- Tomasz Hulisz
- Kolme Druhan

Schedule “C” – Equipment to be Supplied by the Consultant

Material and supplies by Consultant for Assessment Services (in addition to those specified in Schedule “A”)

- **Computer Hardware**
 - Desktop Computers
 - iPads
 - Microsoft Surface Tablets
 - Phones
 - Cameras
 - Remote Piloted Aircrafts (Drones)
 - Scanners/Printers

- **Subscriptions and Memberships to relevant third-party software**
 - Multiple Listing Services
 - Remote Computing Software
 - Association Fees
 - Adobe/PDF editors
 - Microsoft Office 360
 - CAMA lot Licensing
 - Data storage and maintenance fees

Schedule “D” – Information / Equipment to be Supplied by the Municipality

- Work area as requested
- Development Permits
- Building Permits
- Digital Building Plans
- Land Titles as requested
- Subdivision Plans
- Maps/Access to local GIS system
- Land Use Bylaws
- Tax XML file which includes school support and foundation information for all property
- Support from administration for RFI/Information Mailouts to property owners



CAO Report for July 10, 2024

- 1. The downtown core has been graveled between the pavement and the sidewalks to prevent mud being tracked into the businesses and around the community. This graveling was completed by Cardston County and Perry Hunsperger, Superintendent of Public Works. I extend my sincere appreciation to Matt from Cardston County for his support of the Village and for the very good price for gravel and hauling.**
- 2. The new Assistant Superintendent of Public Works, Chris Van Dulken, is proving to be an excellent employee with a very good work ethic and the ability to problem solve and work independently.**
- 3. The new Village truck – 2014 Ford 150-XLT is a very good vehicle and will serve the Village well.**
- 4. The new water commission is a milestone for the Village and its municipal partners, Village of Hill Spring and Cardston County. This new commission will guarantee the provision of water services for decades to come.**
- 5. The new bulletin board is now in place beside the Pioneer Parlour.**
- 6. I am still investigating solar and funding options for the Village. I am waiting on the Canada Community Build and other funding options while exploring projects completed in other communities.**

Dated July 3, 2024

VILLAGE OF GLENWOOD

Cheque Listing For Council

2024-Jul-3
11:41:53AM

Cheque #	Cheque Date	Vendor Name	Invoice #	Invoice Description	Invoice Amount	Cheque Amount
20240173	2024-06-12	BROWNLEE LLP BARRISTORS & SOLICITORS	567806/567808	PAYMENT LEGAL MATTERS	5,067.76	5,067.76
20240174	2024-06-12	CANADA REVENUE AGENCY	CPP REMIT	PAYMENT CPP REMITTANCE	140.96	140.96
20240175	2024-06-12	CITY OF LETHBRIDGE- FIRE ADMINISTRATION	78144	PAYMENT DISPATCH SERVICES	284.85	284.85
20240176	2024-06-12	GLENWOOD MUNICIPAL LIBRARY	2024 REQ	PAYMENT 2024 REQUISITION	15,000.00	15,000.00
20240177	2024-06-12	GOVERNMENT OF ALBERTA	a069493 MAY	PAYMENT LAND TITLE FEES	10.00	10.00
20240178	2024-06-12	GREGG DISTRIBUTORS LP	055-405652	PAYMENT FLAGS	90.74	90.74
20240179	2024-06-12	UFA CO-OPERATIVE LTD.	160622353	PAYMENT UFA CHARGES	6.45	6.45
20240180	2024-06-12	VAN DAN'S	23/24	PAYMENT SUPPLIES FOR HALL AND WATE	37.65	37.65
20240181	2024-06-12	AMSC INSURANCE SERVICES LTD	MAY 31 2024	PAYMENT INSURANCE PREMIUMS	1,487.48	1,487.48
20240182	2024-06-12	BARBARA MC NEIL & ASSOCIATES	15-21	PAYMENT WATER COMMISSION CONSULT	6,002.24	6,002.24
20240183	2024-06-12	BENCHMARK ASSESSMENT CONSULTANTS INC	3123	PAYMENT JUNE - AUG ASSESSMENT FEES	2,415.00	2,415.00
20240184	2024-06-12	CANDU AUTOMATION & CONTROL SOLUTIONS	2366	PAYMENT WP SERVICE	246.75	246.75
20240185	2024-06-12	CARDSTON COUNTY	24231 24232	PAYMENT MAY REGIONAL DEM CONTRAC1 MAY WATER OP FEES	66.70 2,708.34	2,775.04
20240186	2024-06-12	CHIEF MOUNTAIN GAS CO-OP LTD	43732	PAYMENT FURNACE AND AIR CONDITONE	9,349.58	9,349.58
20240187	2024-06-12	CHINOOK FOUNDATION	2024 requisitio	PAYMENT ANNUAL 2024 REQUISITION	6,097.62	6,097.62
20240188	2024-06-12	ELIAS, SARAH	June 2, 2024	PAYMENT CUSTODIAL FOR COMMUNITY H	220.00	220.00
20240189	2024-06-12	LYBBERT, BARTON	JUNE 12 2024	PAYMENT CEMETERY AND RECREATION B	293.12	293.12
20240190	2024-06-12	LYBBERT, SANDY	JUNE 2024	PAYMENT WATER COM OPEN HOUSE & BE	417.59	417.59
20240191	2024-06-12	SCOUGALL MOTORS	MAY 30 2024	PAYMENT VILLAGE TRUCK	22,050.00	22,050.00
20240192	2024-06-12	TELUS COMMUNICATIONS	MAY 17 2024	PAYMENT PHONE CHARGES	273.96	273.96
20240193	2024-06-12	TELUS MOBILITY	MARCH 2024	PAYMENT MOBILITY BILL	402.20	402.20
20240194	2024-06-12	TEMPLE CITY STAR	517	PAYMENT ASSESSMENT ROLL NOTICE	257.25	257.25
20240195	2024-06-12	UTILITY SAFETY PARTNERS, AB. ONE CALL COI	177143	PAYMENT 2024 ANNUAL MEMBERSHIP	124.95	124.95
20240196	2024-06-12	VAN DULKEN, CHRIS	MAY 30 2024	PAYMENT IT SERVICES	150.00	150.00
20240197	2024-06-12	VIZZUTTI, CYNTHIA		PAYMENT		82.96

VILLAGE OF GLENWOOD

Cheque Listing For Council

2024-Jul-3
11:41:53AM

Cheque		Vendor Name	Invoice #	Invoice Description	Invoice Amount	Cheque Amount
Cheque #	Date					
20240197	2024-06-12	VIZZUTTI, CYNTHIA	MAY 30	MILEAGE EM MANAGEMENT	82.96	82.96
20240198	2024-06-13	AMSC INSURANCE SERVICES LTD	45818	PAYMENT TRUCK INSURANCE	303.00	303.00
20240199	2024-06-19	ARMAA	CONFERENCE	PAYMENT CONFERENCE REGISTRATION	425.00	425.00
20240200	2024-06-19	CANOE PROCURMENT GROUP OF CANADA, DI	MAY 31 STMT	PAYMENT OFFICE SUPPLIES FILES	240.26	240.26
20240201	2024-06-19	PINCHER CREEK CO-OP	52241/61107	PAYMENT IRRIGATION REPAIRS AND STRE	407.95	407.95
20240202	2024-06-20	1895017 ALBERTA LTD O/A WHITTON	585	PAYMENT REPLACE LIGHTS IN OFFICE	854.53	854.53
20240203	2024-06-26	GLENWOOD CHEESE MUSEUM COMMITTEE	GRANT	PAYMENT START UP GRANT	500.00	500.00
20240204	2024-06-27	HUNSPERGER, PERRY				
20240205	2024-06-27	EDWARDS, JANET				
20240206	2024-06-27	PETERSON, MARK				
20240207	2024-06-27	ALLRED, LINDA				
20240208	2024-06-27	VIZZUTTI, CYNTHIAA				
20240209	2024-06-26	ALLRED, LINDA	APR - JUN 2024	PAYMENT MILEAGE	330.48	330.48
20240210	2024-06-26	GOETZ, BEN	JUN 25, 2024	PAYMENT PIONEER DAY FIREWORKS	4,253.70	4,253.70
20240211	2024-06-26	LYBBERT, SANDY	JUN 2024	PAYMENT RETIREMENT QUILT FOR PERRY	210.50	210.50
20240212	2024-06-26	NEXTGEN AUTOMATION, DIGITAL CONNECTION	5895171	PAYMENT COPYING	143.93	143.93
20240213	2024-06-26	PETERSON, MARK	JUN 26 2024	PAYMENT MILEAGE	108.80	108.80
20240214	2024-06-26	SF TIRE SERVICE	1025	PAYMENT TIRE REPAIR	52.50	52.50
20240215	2024-06-26	TEMPLE CITY STAR	524	PAYMENT SENIORS SEEK DECLARATION A	204.33	204.33
20240216	2024-06-26	VAN DULKEN, CHRIS	JUN 20 2024	PAYMENT IT SERVICES	75.00	75.00
20240217	2024-06-26	WORKER'S COMPENSATION BOARD - ALBERTA	27297616	PAYMENT WCB PREMIUMS	1,281.50	1,281.50
20240218	2024-06-28	ALBERTA MUNICIPAL SERVICE CORPORATION	24-1053848	PAYMENT POWER AND NATURAL GAS	5,088.64	5,088.64

Total 98,294.42

*** End of Report ***



ALBERTA
MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Calgary-Hays*

AR114222

Dear Chief Elected Officials:

The Government of Alberta administers federal funding through the Canada Community-Building Fund (CCBF) to provide Alberta communities with flexible capital funding to invest in local infrastructure priorities. As you may be aware, the Canada-Alberta agreement for the CCBF for 2014-24 expired on March 31, 2024. The Alberta government is in active negotiations with the Government of Canada on a 10-year renewal agreement that will cover the 2024-34 period.

The Government of Canada sent a draft renewal agreement to Alberta late in 2023, and the agreement has several aspects that are concerning for Alberta and for local governments. As a result, we are standing up for the interests of Alberta in negotiations and doing our utmost to ensure funding continues to flow to local governments with as much flexibility as possible to address local priorities without unnecessary administrative burdens. As these negotiations are ongoing, there may be delays in the 2024 program, including the notification of allocation amounts and timing of payments to local governments.

As discussions with the federal government continue, we are working with the municipal associations to ensure the Alberta government understands the perspectives of local governments. We will continue to advocate for your interests and the interests of the province, and I will provide more information on the signing of the agreement as soon as possible.

Thank you for your understanding and patience during this renewal process.

Sincerely,

Ric McIver
Minister

cc: Chief Administrative Officers



Town of Cardston

June 26, 2024

RE: HERITAGE DAYS PARADE – SATURDAY, AUGUST 10, 2024

The Town of Cardston Mayor & Council would like to cordially invite you, or your representative, and a guest to our Heritage Days Parade on Saturday, August 10, 2024. We invite you to enter a float, a decorated car, or ride a horse in the parade. The parade details are as follows:

- 8:00-9:00am - Parade assembly
- 9:00am - Judging of parade entries commences
- 10:00am - Parade begins

The parade assembly is located at Town Square (the ball diamonds between 3rd & 4th Avenue and 4th & 5th Street West). Members from the Cardston Rotary Club will be there on horseback to meet you and assist you with the entry and line up.

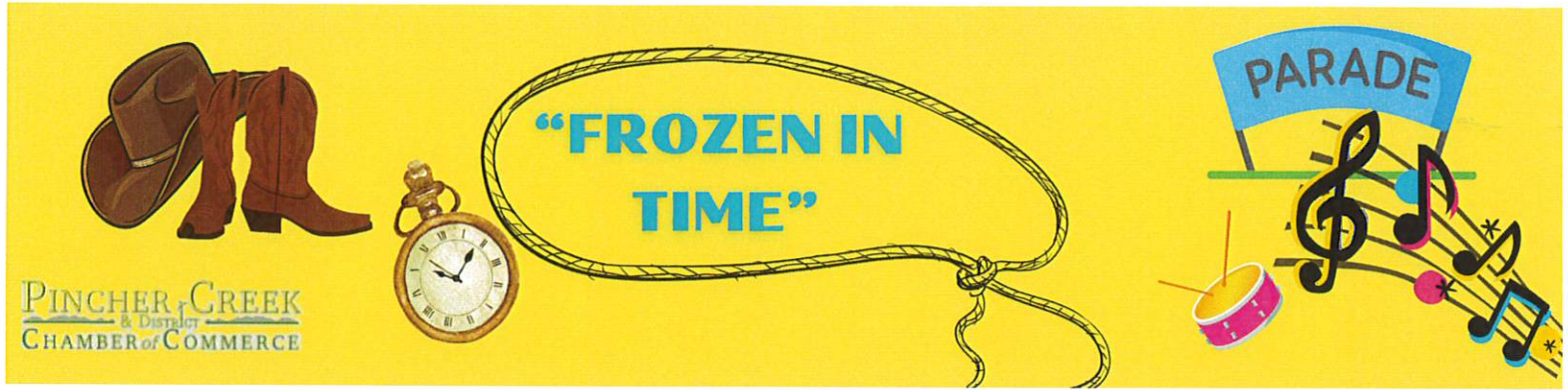
If you have any questions or need assistance with the parade, please call the Town Office at 403-653-3366.

We look forward to seeing you there!

Yours truly,

Mayor Maggie Kronen
Town of Cardston





June 17, 2024

RE: Pincher Creek Parade

The Town of Pincher Creek Mayor and Council cordially invites you to enter your float and/or have a Council representative(s) participate in the 2024 parade on August 17th. We Look forward to an exciting event this year.

The Parade staging area is located at Canyon Elementary School, 408 Victoria Crescent, located at the west end of Main Street. Parade assembly starts at 9:00 a.m., judging at 10:00 a.m. and the parade will begin at 11:00 a.m.

Immediately following the parade, the Town of Pincher Creek will host a dignitary Luncheon at the Kootenai Brown Pioneer Village (1037 Beverly McLachlin Drive) for all visiting Mayors, Councillors, dignitaries, and their guests.

We are requesting your RSVP by August 9th at 403-627-4322 or email rec@pinchercreek.ca

For safety reasons, we kindly request that there is no candy thrown from your float or vehicle. We suggest if you would like to give out candy that you are accompanied by walkers who can hand out candy from the street. We thank you for adhering to these guidelines.

If you have any questions, please feel free to contact the Town of Pincher Creek. We look forward to your participation and hope you enjoy the day.

Best Regards,

Rhonda Oczkowski
403 627 4322
rec@pinchercreek.ca



TOWN OF PINCHER CREEK
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