



VILLAGE OF WARNER

BOX 88, WARNER, ALBERTA, T0K 2L0
PHONE 642-3877 FAX 642-2011

AGENDA FOR THE REGULAR AND CLOSED MEETING OF THE COUNCIL OF THE VILLAGE OF WARNER, IN THE PROVINCE OF ALBERTA, TO BE HELD IN THE COUNCIL CHAMBERS AT THE WARNER MUNICIPAL OFFICE, WEDNESDAY – APRIL 16, 2025 AT 5:30 P.M.

1. CALL TO ORDER
2. AGENDA
 - A) Items added or deleted
 - B) Adoption of the Agenda
3. MINUTES
 - A) Approval of Minutes
4. DELEGATIONS
 - A) MWG Chartered Professional Accountants
 - B) C. McKenzie
 - C) C. Dies
5. ITEMS ARISING FROM THE MINUTES
6. FINANCIAL REPORT
 - A) Financial Report (quarterly)
7. ADMINISTRATIVE REPORTS
 - A) Municipal Enforcement Report
 - B) Chief Administrative Officer Report
 - C) Solar Report (quarterly)
8. COUNCIL REPORTS
9. CORRESPONDENCE
 - A) Correspondence
10. BYLAW/AGREEMENT/POLICY REVIEW
 - A) Circular Materials Master Services Agreement
 - B) Joint Election Services Agreement with Horizon School Division
11. NEW BUSINESS
 - A) 2025 Draft Operating Budget
 - B) 2025 Capital Plan Adjustment
12. CLOSED SESSION
 - A) Section 17: Disclosure harmful to personal privacy
13. NEXT REGULAR COUNCIL MEETING DATE
Wednesday – May 21, 2025, at 5:30 p.m.
14. ADJOURNMENT



Request for Decision Adoption of Minutes

RECOMMENDATION

That the minutes for the March 26, 2025 regular council meeting be accepted as presented.

LEGISLATIVE AUTHORITY

Municipal Government Act, Section 208(1)(a)
Bylaw 631-24 Procedural Bylaw

BACKGROUND

As per the MGA and the Village's Procedural Bylaw, minutes are to be recorded and given to council for adoption at a subsequent council meeting.

RISKS/CONSEQUENCES

1. By not approving the previous meetings minutes, Council would then not approve the decisions they made, as recorded and no motion would be actioned by administration.
2. The minutes of the Council meetings can be adopted as amended; Council would need to be specific in an amendment to the recording of the previous meetings minutes.

FINANCIAL CONSIDERATIONS

None

ATTACHMENTS

1. Prior to Adoption: March 26, 2025 regular council meeting minutes

Prior to Adoption

Minutes of the Village of Warner Regular and Closed Council meeting held on Wednesday, March 26, 2025, at 5:30 p.m. in the Warner Municipal Office, at 210 – 3rd Avenue, Warner, Alberta.

Present – Elected Officials

Mayor Tyler Lindsay, Councillor Don Toovey, Deputy Mayor Marty Kirby, Councillor Chris Koehn, and Councillor Derek Baron

Absent – Elected Officials

Present – Administration

Kelly Lloyd, Chief Administrative Officer
Kim Owen, Director of Corporate Services

1. CALL TO ORDER

Mayor Lindsay called the meeting to order at 5:30 p.m.

2. AGENDA

A) Items added or deleted

Add: 11D) Warner Community Agriculture Project Committee Appointments

B) Adoption of the Agenda

Moved by Councillor Toovey, seconded by Deputy Mayor Kirby, "that the March 26, 2025, regular council meeting agenda be accepted as amended."

Motion Carried 2025-45

3. MINUTES

A) Approval of Minutes

Moved by Councillor Baron, seconded by Deputy Mayor Kirby, "that the minutes for the February 15, 2025, regular council meeting be amended under item 4, denoting the proper spelling of "Fettig"."

Motion Carried 2025-46

4. DELEGATIONS

A) FOIP Section 16 – Disclosure harmful to business interests of a third party FOIP Section 17 – Disclosure harmful to personal privacy (2)

Moved by Councillor Baron, seconded by Councillor Koehn, "that Council move into a closed session in accordance with Section 197(2) of the Municipal Government Act at 5:32 p.m., to discuss one matter exempt from disclosure under FOIP Section 16: Disclosure

harmful to business interests of a third party and two matters exempt from disclosure under FOIP Section 17: Disclosure harmful to personal privacy, with CAO Lloyd and Director Owen remaining in attendance."

Motion Carried 2025-47

Moved by Deputy Mayor Kirby, seconded by Councillor Koehn, "that Council reconvene to the regular meeting at 6:05 p.m."

Motion Carried 2025-48

5. ITEMS ARISING FROM THE MINUTES

6. FINANCIAL REPORT

7. ADMINISTRATIVE REPORTS

A) Municipal Enforcement Report

Moved by Deputy Mayor Kirby, seconded by Councillor Koehn, "that the Municipal Enforcement report for the period ending February 28, 2025, be accepted as information."

Motion Carried 2025-49

B) Chief Administrative Officer Report

Moved by Councillor Toovey, seconded by Councillor Koehn, "that the Chief Administrative Officer report for the period ending February 28, 2025, be accepted as information."

Motion Carried 2025-50

8. COUNCIL REPORTS

Councillor Koehn reported on the Municipal Leaders Caucus and meeting with Minister McIver. The electronic sign is now working and internet is working for public works.

Councillor Toovey reported on Ridge Country Housing meetings and the Community Bus.

Mayor Lindsay spoke to a Chief Mountain Regional Solid Waste Services Commission meeting and the new riding arena and participated in a regional emergency management tabletop exercise.

Deputy Mayor Kirby reported on the Oldman River Regional Services Commission and the FCSS All Council evening.

Councillor Baron reported on upcoming meetings.

Moved by Councillor Baron, seconded by Councillor Koehn, "that the committee reports for the period ending March 26, 2025, be accepted as information."

Motion Carried 2025-51

9. CORRESPONDENCE

A) Correspondence

Moved by Deputy Mayor Kirby, seconded by Councillor Koehn, "that Council accept the correspondence as information."

Motion Carried 2025-52

10. BYLAW/AGREEMENT/POLICY REVIEW

A) Borrowing Bylaw 639-25

Moved by Councillor Toovey, seconded by Councillor Koehn, "that first reading be given to Bylaw 639-25, being a land use bylaw amendment."

Motion Carried 2025-53

Moved by Councillor Toovey, seconded by Councillor Koehn, "that a public hearing be set for Bylaw 639-25 for May 21, 2025, at 5:30 p.m. in Council Chambers."

Motion Carried 2025-54

11. NEW BUSINESS

A) Lethbridge Region Economic Resilience Task Force

Moved by Councillor Baron, seconded by Councillor Koehn, "that Council accept the Lethbridge Region Economic Resilience Task Force report as information."

Motion Carried 2025-55

The Mayor recessed the meeting at 7:03 p.m.

The Mayor reconvened the meeting at 7:09 p.m.

B) 2025 Draft Operating Budget

Moved by Councillor Baron, seconded by Councillor Koehn, "that Council accept the 2025 draft operating budget as information."

Motion Carried 2025-56

Moved by Mayor Lindsay, seconded by Councillor Koehn, "that Council repeal the Fire Departments Standard Operating Guidelines that are currently in place."

Motion Carried 2025-57

C) 2025 Capital Plan Adjustment

Moved by Councillor Toovey, seconded by Councillor Koehn, "that Council accept the 2025 capital plan adjustment as information."

Motion Carried 2025-58

D) Warner Community Agriculture Project Committee Appointments

Moved by Councillor Baron, seconded by Councillor Koehn, "that Council appoint Andrea Tapp, Lindsay Mueller, Kyleen McKenzie, and Trista Lindsay to the Warner Community Agriculture Project Committee for 2025."

Motion Carried 2025-59

Moved by Mayor Lindsay, seconded by Councillor Koehn, "that Council direct administration to research and formulate a draft lease agreement for the airport."

Motion Carried 2025-60

12. CLOSED SESSION

13. NEXT REGULAR COUNCIL MEETING DATE

Wednesday – April 16, 2025, at 5:30 p.m.

14. ADJOURNMENT

Moved by Councillor Toovey, seconded by Councillor Koehn, "that the regular council meeting for March 26, 2025, adjourn at 9:00 p.m."

Motion Carried 2025-61

Tyler Lindsay
Mayor

Kelly Lloyd
Chief Administrative Officer

These minutes were approved on the day of 2025.



Request for Decision MWG Chartered Accountants

RECOMMENDATION

That the 2024 Financial Statements be approved as presented.

LEGISLATIVE AUTHORITY

BACKGROUND

MWG Chartered Professional Accountants performed a financial audit on the Village of Warner for the 2024 year. Representatives will be in attendance to review the audit findings with Council.

RISKS/CONSEQUENCES

1. Council may provide further direction on any item contained in the report. Council shall be specific in the direction it provides.

FINANCIAL CONSIDERATIONS

None

ATTACHMENTS

1. To be provided at the meeting



Request for Decision Delegation: C. McKenzie

RECOMMENDATION

That Council thank Ms. McKenzie for her presentation to Council and accept it as information.

LEGISLATIVE AUTHORITY

Procedural Bylaw

BACKGROUND

As Council is aware, administration has been working on a plan to rectify invalid meter readings for water.

Ms. McKenzie would like to discuss this utility with council as it pertains to her property.

RISKS/CONSEQUENCES

1. Council may provide further direction on any item contained in the report. Council shall be specific in the direction it provides.

FINANCIAL CONSIDERATIONS

None

ATTACHMENTS

None



Request for Decision Delegation: C. Dies

RECOMMENDATION

That Council thank Mr. Dies for his presentation and to accept it as information.

LEGISLATIVE AUTHORITY

Procedural Bylaw

BACKGROUND

Mr. Craig Dies has requested time to address Council as a delegation.

RISKS/CONSEQUENCES

1. Council may provide further direction on any item contained in the report. Council shall be specific in the direction it provides.

FINANCIAL CONSIDERATIONS

None

ATTACHMENTS

None



Request for Decision Financial Report

RECOMMENDATION

That the Financial Report for the period ending March 31, 2025 be accepted as information.

LEGISLATIVE AUTHORITY

BACKGROUND

The year-to-date operating budget is presented to council.

RISKS/CONSEQUENCES

1. Council may provide further direction on any item contained in the report. Council shall be specific in the direction it provides.

FINANCIAL CONSIDERATIONS

None

ATTACHMENTS

1. 2025 Operating Budget Year to Date

2025 INTERIM Operating Budget - Village of Warner

	2022	2023	2024	2025	2025		
	ACTUAL	ACTUAL	BUDGET	YTD - March 31	BUDGET		Explanation
Tax Requirement Summary							
0 General Government Services	(493,830.89)	(490,666.65)	(650,535)	2,076.22	(650,535)		
11 Council	41,790.68	30,523.93	69,100	9,487.30	69,100		
12 Finance / Administration	264,723.90	228,242.72	208,037	65,176.69	208,037		
23 Fire Services	446.50	32,464.30	57,045	3,897.63	57,045		
26 Municipal Enforcement	28,059.62	35,602.68	33,446	6,573.21	33,446		
32 Roads	232,065.77	199,779.36	174,368	27,223.08	174,368		
33 Airport	9,318.81	21,587.83	6,227	191.40	6,227		
41 Water	18,497.14	6,654.82	(20,143)	(32,717.95)	(20,143)		
42 Wastewater	24,648.78	33,195.65	13,435	(4,225.95)	13,435		
43 Solid Waste	(6,371.89)	(1,204.54)	6,002	4,265.01	6,002		
61 Planning & Development	7,954.32	6,727.03	2,000	982.86	2,000		
72 Recreation Administration	(44,056.85)	42,950.55	37,261	1,577.37	37,261		
74 Civic Centre	81,905.63	111,029.32	63,756	10,718.61	63,756		
Operating (Surplus) Deficit	165,151.52	256,887.00	(1)	95,225.48	(1)		
General Government Services	(577,012.16)	(565,338.00)	(733,452)	(26,905.26)	(733,452)		
Council	-	-	-	(1,000.00)	-		
Finance	(60,419.90)	(51,586.31)	(85,657)	(15,106.31)	(85,657)		
Fire Services	(78,409.68)	(34,969.51)	(15,000)	(16,059.03)	(15,000)		
Municipal Enforcement	(5,269.38)	146.00	(3,400)	(747.29)	(3,400)		
Roads	(7,098.05)	(3,246.50)	(3,000)	(270.00)	(3,000)		
Airport	(8,383.12)	(3,600.00)	(900)	-	(900)		
Water	(237,975.55)	(211,302.44)	(210,650)	(57,225.60)	(210,650)		
Wastewater	(27,385.00)	(27,490.00)	(28,000)	(7,162.50)	(28,000)		
Solid Waste	(53,909.00)	(47,506.50)	(56,900)	(12,517.05)	(56,900)		
Planning & Development	(190.48)	(980.96)	(28,500)	(95.24)	(28,500)		
Recreation Administration	(51,367.00)	-	(19,400)	-	(19,400)		
Civic Centre	(47,119.08)	(60,609.88)	(94,650)	(23,366.44)	(94,650)		
Total Revenues	(1,154,538.40)	(1,006,484.10)	(1,279,509)	(160,454.72)	(1,279,509)		
General Government Services	83,181.27	74,671.35	82,917	28,981.48	82,917		
Council	41,790.68	30,523.93	69,100	10,487.30	69,100		
Finance	325,143.80	279,829.03	293,694	80,283.00	293,694		
Fire Services	78,856.18	67,433.81	72,045	19,956.66	72,045		
Municipal Enforcement	33,329.00	35,456.68	36,846	7,320.50	36,846		
Roads	239,163.82	203,025.86	177,368	27,493.08	177,368		
Airport	17,701.93	25,187.83	7,127	191.40	7,127		
Water	256,472.69	217,957.26	190,507	24,507.65	190,507		
Wastewater	52,033.78	60,685.65	41,435	2,936.55	41,435		
Solid Waste	47,537.11	46,301.96	62,902	16,782.06	62,902		
Planning & Development	8,144.80	7,707.99	30,500	1,078.10	30,500		
Recreation Administration	7,310.15	42,950.55	56,661	1,577.37	56,661		
Civic Centre	129,024.71	171,639.20	158,406	34,085.05	158,406		
Total Expenditures	1,319,689.92	1,263,371.10	1,279,508	255,680.20	1,279,508		

2025 INTERIM Operating Budget - Village of Warner

		2022	2023	2024	2025	2025		Budget
		ACTUAL	ACTUAL	Budget	YTD - March 31	BUDGET		Explanation
GENERAL GOVERNMENT REVENUE								
1-00-00-00-00-110	REAL PROPERTY TAX	(410,644.64)	(454,096.44)	(508,881)	4,621.13	(508,881)		
1-00-00-00-00-111	TAX SHARE AGREEMENT	(10,975.47)	-	(13,200)	(16,891.85)	(13,200)		
1-00-00-00-00-115	ALBERTA SCHOOL FOUNDATION FUND	(74,777.54)	(74,277.00)	(83,286)	-	(83,286)		
1-00-00-00-00-116	REQUISITION - SENIORS	(8,404.31)	(8,567.56)	(8,617)	-	(8,617)		
1-00-00-00-00-121	LINEAR PROPERTY TAX	(32.97)	(33.97)	(34)	-	(34)		
1-00-00-00-00-250	LAND RENTAL REVENUE	(19,960.23)	(13,700.00)	(15,000)	(900.00)	(15,000)		
1-00-00-00-00-251	BELL LEASE AGREEMENT	-	-	-	-	-		
1-00-00-00-00-510	PENALTIES ON TAXES	-	(14,663.03)	-	(13,734.54)	-		
1-00-00-00-00-745	GRANTS - MSI OPERATING	(52,217.00)	-	(104,434)	-	(104,434)		
	TOTAL REVENUE	(577,012.16)	(565,338.00)	(733,452)	(26,905.26)	(733,452)		
GENERAL GOVERNMENT EXPENSES								
2-00-00-00-00-270	ALBERTA SCHOOL FOUNDATION FUND	74,776.91	56,082.68	74,300	20,501.24	74,300		
2-00-00-00-00-271	SENIORS HOUSING	8,404.36	18,588.67	8,617	8,480.24	8,617		
	TOTAL EXPENSES	83,181.27	74,671.35	82,917	28,981.48	82,917		
	NET	(493,830.89)	(490,666.65)	(650,535)	2,076.22	(650,535)		

2025 INTERIM Operating Budget - Village of Warner

		2022	2023	2024	2025	2025		Budget
		ACTUAL	ACTUAL	Budget	YTD - March 31	BUDGET		Explanation
COUNCIL REVENUE								
1-11-00-00-00-777	DONATIONS	-	-	-	(1,000.00)	-		
	TOTAL REVENUE	-	-	-	(1,000.00)	-		
COUNCIL EXPENSES								
2-11-00-00-00-110	WAGES	17,368.80	20,983.33	20,000	5,302.05	20,000		
2-11-00-00-00-131	ER.C. - COUNCIL	156.20	-	200	-	200		
2-11-00-00-00-152	TRAVEL AND SUBSISTANCE	-	3,075.52	5,000	909.33	5,000		
2-11-00-00-00-153	CONFERENCES AND CONVENTIONS	1,972.09	-	20,000	469.95	20,000		
2-11-00-00-00-211	MEMBERSHIPS	1,577.27	1,990.08	2,900	1,403.57	2,900		
2-11-00-00-00-230	LEGAL/AUDIT	4,308.00	-	5,000		5,000		
2-11-00-00-00-510	GENERAL SUPPLIES	1,758.32	-	1,000	2,402.38	1,000		
2-11-00-00-00-770	DONATIONS	14,650.00	4,475.00	15,000		15,000		
					0.02			
	TOTAL EXPENSES	41,790.68	30,523.93	69,100	10,487.30	69,100		
	NET	41,790.68	30,523.93	69,100	9,487	69,100		
	Election							

2025 INTERIM Operating Budget - Village of Warner

		2022	2023	2024	2025	2025		Budget
		ACTUAL	ACTUAL	Budget	YTD - March 31	BUDGET		Explanation
FINANCE / ADMINISTRATION REVENUE								
1-11-00-00-00-410	SALE OF SUPPLIES	(120.50)	-	(50)		(50)		
1-12-00-00-00-250	GRANT SUPPORT SHARE	-	(1,250.00)	-		-		
1-12-00-00-00-410	TAX CERTIFICATES	(750.00)	(1,050.00)	(750)	(320.00)	(750)		
1-12-00-00-00-550	INTEREST	(14,199.81)	(29,475.64)	(10,000)	(1,760.85)	(10,000)		
1-12-00-00-00-551	NSF FEES	(220.00)	-	(150)		(150)		
1-12-00-00-00-560	RENT	(3,850.00)	(2,450.00)	(6,600)	(1,700.00)	(6,600)		
1-12-00-00-00-570	UTILITY ADMIN FEE	(21,613.59)	-	-		-		
1-12-00-00-00-575	OTHER	(2,000.00)	-	-	(3,931.69)	-		
1-12-00-00-00-591	FRANCHISE FEES	(17,326.00)	(17,360.67)	(18,000)	(7,393.77)	(18,000)		
1-12-00-00-00-777	DONATIONS	(340.00)	-	(350)		(350)		
	TRANSFER FROM RESERVE	-	-	(49,757)		(49,757)		
	TOTAL REVENUE	(60,419.90)	(51,586.31)	(85,657)	(15,106.31)	(85,657)		
FINANCE / ADMINISTRATION EXPENSES								
2-12-00-00-00-110	SALARY - GEN GOVT	29,932.20	120,820.80	127,474	35,508.01	127,474		
2-12-00-00-00-130	ER.C. - GEN GOVT	2,326.00	-	10,000	-	10,000		
2-12-00-00-00-131	EMPLOYER RRSP CONTRIBUTION	10,000.00	2,000.00	2,750	5,000.00	2,750		
2-12-00-00-00-153	TRAVEL & SUBSISTENCE	47.11	-	2,200		2,200		
2-12-00-00-00-154	TRAINING	-	234.00	1,500		1,500		
2-12-00-00-00-215	FREIGHT & POSTAGE	12,422.79	6,342.93	6,400	3,934.24	6,400		
2-12-00-00-00-216	TELEPHONE/FAX	11,056.67	7,066.40	10,000	1,530.17	10,000		
2-12-00-00-00-220	MEMBERSHIPS	2,176.32	511.06	400	539.63	400		
2-12-00-00-00-230	LEGAL	14,779.56	12,681.31	10,000		10,000		
2-12-00-00-00-233	ASSESSOR	-	10,400.00	11,200	5,436.00	11,200		
2-12-00-00-00-239	IT NETWORK SYSTEMS/WEBSITE	-	5,384.83	15,000	5,627.26	15,000		
2-12-00-00-00-250	CONTRACTED SERVICES	38,554.88	40,286.36	27,000	6,664.78	27,000		
2-12-00-00-00-252	REPAIRS AND MAINTENANCE - BUILDIN	-	2,705.43	6,000	3,977.65	6,000		
2-12-00-00-00-253	REPAIRS AND MAINTENANCE - EQUIP	-	-	3,200	1,948.00	3,200		
2-12-00-00-00-272	LIBRARY/CARLS REQUISITION	4,580.72	4,394.48	4,500	2,912.32	4,500		
2-12-00-00-00-273	FCSS REQUISITION	2,924.32	4,932.00	2,950	2,970.24	2,950		
2-12-00-00-00-274	INSURANCE	36,343.66	10,979.67	15,200		15,200		
2-12-00-00-00-275	TAX DISCOUNTS	2,783.37	2,600.42	3,000		3,000		
2-12-00-00-00-276	HERITAGE HANDI-BUS	-	-	2,020	2,020.00	2,020		
2-12-00-00-00-350	LEASES	-	5,038.20	3,600	884.22	3,600		
2-12-00-00-00-510	GENERAL SUPPLIES AND GOODS	5,700.46	11,766.87	6,500	494.41	6,500		
2-12-00-00-00-515	BANK SERVICE CHARGES	908.43	922.12	950	(1,557.05)	950		
2-12-00-00-00-516	PENALTIES INCURRED	203.02	38.76	-	40.82	-		
2-12-00-00-00-523	OFFICE EQUIPMENT & FURNISHINGS	3,881.00	-	1,500		1,500		
2-12-00-00-00-540	NATURAL GAS	5,016.29	3,722.24	5,150	1,775.31	5,150		
2-12-00-00-00-541	ELECTRICITY	1,092.51	2,550.64	3,000	576.99	3,000		
2-12-00-00-00-700	AMORTIZATION	14,716.54	24,450.51	-		-		
2-12-00-00-00-777	CHRISTMAS HAMPER	-	-	2,000		2,000		
2-12-00-00-00-780	BAD DEBT AR/TAXES	24,573.21	-	-		-		
2-13-00-00-00-110	MILK RIVER WAGES	89,111.79	-	-		-		
2-13-00-00-00-131	ER.C. - GEN GOVT	12,012.95	-	-		-		
	ADVERTISING	-	-	200		200		
	AUDITOR	-	-	10,000		10,000		
	Miscellaneous				4,000.00			
	TOTAL EXPENSES	325,143.80	279,829.03	293,694	80,283.00	293,694		
	NET	264,723.90	228,242.72	208,037	65,176.69	208,037.00		

2025 INTERIM Operating Budget - Village of Warner

		2022	2023	2024	2025	2025		Budget
		ACTUAL	ACTUAL	Budget	YTD - March 31	BUDGET		Explanation
FIRE REVENUE								
1-23-00-00-00-410	REVENUE	(69,885.68)	(34,969.51)	(15,000)	(16,059.03)	(15,000)		
1-23-00-00-00-830	DONATION	(8,524.00)	-	-		-		
1-23-00-00-00-840	GRANTS	-	-	-		-		
	TOTAL REVENUE	(78,409.68)	(34,969.51)	(15,000)	(16,059.03)	(15,000)		
FIRE EXPENSES								
2-23-00-00-00-154	TRAINING	-	-	5,000	2,554.60	5,000		
2-23-00-00-00-200	EMERGENCY MANAGEMENT	500.00	-	500		500		
2-23-00-00-00-215	POSTAGE	-	-	-	307.26	-		
2-23-00-00-00-216	TELEPHONE AND INTERNET	387.92	1,597.94	2,000	87.21	2,000		
2-23-00-00-00-217	I AM RESPONDING APP	-	-	-		-		
2-23-00-00-00-220	MEMBERSHIPS	-	-	-		-		
2-23-00-00-00-252	REPAIRS & MAINT. BUILDING	4,740.16	3,083.89	5,000	2,329.37	5,000		
2-23-00-00-00-255	REPAIRS & MAINT. VEHICLES	-	1,385.49	15,000	1,886.90	15,000		
2-23-00-00-00-274	INSURANCE	-	4,480.26	6,170	80.00	6,170		
2-23-00-00-00-510	DISPATCHING	6,392.40	1,525.20	1,600	1,679.10	1,600		
2-23-00-00-00-511	GENERAL SUPPLIES	27,460.51	7,553.09	10,000	526.52	10,000		
2-23-00-00-00-519	SMALL EQUIPMENT PURCHASE	7,314.24	11,571.39	10,000	5,377.46	10,000		
2-23-00-00-00-520	REPAIRS & MAINT. EQUIPMENT	6,353.02	201.56	5,000	1,791.54	5,000		
2-23-00-00-00-521	FUEL	4,648.62	6,765.66	4,800	1,008.22	4,800		
2-23-00-00-00-540	NATURAL GAS	4,924.33	3,686.76	4,500	1,189.80	4,500		
2-23-00-00-00-541	ELECTRICITY	(7,567.01)	1,913.70	2,000	1,042.69	2,000		
2-23-00-00-00-700	AMORTIZATION	23,228.94	23,228.94	-		-		
2-23-00-00-00-831	INTEREST ON DEBENTURES	473.05	439.93	475	95.99	475		
	TRANSFER TO RESERVES	-	-	-		-		
	TOTAL EXPENSES	78,856.18	67,433.81	72,045	19,956.66	72,045		
	NET	446.50	32,464.30	57,045	3,897.63	57,045		

2025 INTERIM Operating Budget - Village of Warner

		2022	2023	2024	2025	2025		Budget
		ACTUAL	ACTUAL	Budget	YTD - March 31	BUDGET		Explanation
MUNICIPAL ENFORCEMENT REVENUE								
1-26-00-00-00-250	BYLAW FINES	(2,600.00)	-	(500)		(500)		
1-26-00-00-00-525	ANIMAL TAGS, LICENSES, FINES	(1,145.00)	146.00	(1,900)	(593.00)	(1,900)		
1-26-00-00-00-530	TRAFFIC FINES	(1,524.38)	-	(1,000)	(154.29)	(1,000)		
	TOTAL REVENUE	(5,269.38)	146.00	(3,400)	(747.29)	(3,400)		
MUNICIPAL ENFORCEMENT EXPENSES								
2-26-00-00-00-250	CONTRACTED SERVICES	20,600.00	17,864.68	18,000	7,320.50	18,000		
2-26-00-00-00-275	PROVINCIAL POLICING	12,194.00	17,592.00	18,746		18,746		
2-26-00-00-00-510	SUPPLIES	535.00	-	100		100		
	TOTAL EXPENSES	33,329.00	35,456.68	36,846	7,320.50	36,846		
	NET	28,059.62	35,602.68	33,446	6,573.21	33,446		

2025 INTERIM Operating Budget - Village of Warner

		2022	2023	2024	2025	2025	Budget
		ACTUAL	ACTUAL	Budget	YTD - March 31	BUDGET	Explanation
ROADS REVENUE							
1-32-00-00-00-511	SERVICES PROVIDED TO RESIDENTS	(7,098.05)	(3,246.50)	(3,000)	(270.00)	(3,000)	
	TOTAL REVENUE	(7,098.05)	(3,246.50)	(3,000)	(270.00)	(3,000)	
ROAD EXPENSES							
2-32-00-00-00-110	SALARY - PUBLIC WORKS	58,480.72	38,866.34	43,861	18,662.05	43,861	
2-32-00-00-00-130	ER.C. - PUBLIC WORKS	8,189.02	-	8,800	-	8,800	
2-32-00-00-00-211	TRAVEL & SUBSISTENCE	-	-	250		250	
2-32-00-00-00-215	FREIGHT	-	-	-	-	-	
2-32-00-00-00-216	TELEPHONE	-	1,260.00	1,500	425.51	1,500	
2-32-00-00-00-250	CONTRACTED SERVICES	9,568.00	5,374.00	28,300		28,300	
2-32-00-00-00-251	ROAD AND SIDEWALK REPAIRS	-	1,196.48	-		-	
2-32-00-00-00-260	RENTALS & LEASES EQUIPMENT	-	-	500		500	
2-32-00-00-00-274	INSURANCE	-	3,668.14	5,957		5,957	
2-32-00-00-00-275	WCB	3,966.84	-	1,500		1,500	
2-32-00-00-00-510	GOODS and SUPPLIES	2,342.19	3,498.25	5,000	849.36	5,000	
2-32-00-00-00-511	MAINTENANCE MATERIALS	48,181.86	36,594.44	38,000		38,000	
2-32-00-00-00-520	EQUIPMENT PARTS and TOOLS	(666.67)	-	1,000		1,000	
2-32-00-00-00-521	FUEL/OIL	8,141.74	3,987.41	5,000	1,405.00	5,000	
2-32-00-00-00-522	REPAIRS & MAINT. EQUIPMENT	166.26	7,787.04	1,500	(42.70)	1,500	
2-32-00-00-00-523	REPAIRS & MAINT. VEHICLES	3,868.64	-	2,000	58.14	2,000	
2-32-00-00-00-530	REPAIRS & MAINT. BUILDING	-	-	1,000		1,000	
2-32-00-00-00-540	NATURAL GAS	2,393.66	2,062.21	2,500	757.19	2,500	
2-32-00-00-00-541	ELECTRICITY	3,219.36	3,967.95	4,000	496.01	4,000	
2-32-00-00-00-542	STREET LIGHTS	19,241.73	19,510.21	26,500	4,838.86	26,500	
2-32-00-00-00-700	AMORTIZATION	71,855.31	75,053.28	-		-	
2-32-00-00-00-830	LOAN INTEREST	215.16	200.11	200	43.66	200	
2-32-00-00-00-263	TRANSFER TO CAPITAL	-	-	-		-	
	TOTAL EXPENSES	239,163.82	203,025.86	177,368	27,493.08	177,368	
	NET	232,065.77	199,779.36	174,368	27,223.08	174,368	

2025 INTERIM Operating Budget - Village of Warner

[illegible]

2025 INTERIM Operating Budget - Village of Warner

		2022	2023	2024	2025	2025		Budget
		ACTUAL	ACTUAL	Budget	YTD - March 31	BUDGET		Explanation
WATER REVENUE								
1-41-00-00-00-250	WATER SERVICE HOOK UP	(2,757.07)	-	-		-		
1-41-00-00-00-410	WATER SALES	(137,762.40)	(159,245.57)	(155,000)	(39,707.31)	(155,000)		
1-41-00-00-00-411	CONTRACT WORK FOR RESIDENTS	-	-	(500)		(500)		
1-41-00-00-00-412	WATER LINE REPYAMENT	(42,081.00)	(40,373.00)	(41,000)	(9,360.00)	(41,000)		
1-41-00-00-00-415	WATER SALES - BULK	(53,571.56)	(9,299.12)	(10,000)	(7,653.52)	(10,000)		
1-41-00-00-00-430	UTILITY CROSSING	-	-	(2,650)		(2,650)		
1-41-00-00-00-510	PENALTIES ON UTILITIES	(1,803.52)	(2,384.75)	(1,500)	(504.77)	(1,500)		
	TOTAL REVENUE	(237,975.55)	(211,302.44)	(210,650)	(57,225.60)	(210,650)		
WATER EXPENSES								
2-41-00-00-00-110	SALARY - WATER	5,290.95	2,291.60	2,337	3.00	2,337		
2-41-00-00-00-130	ER.C. - WATER	651.67	-	700	-	700		
2-41-00-00-00-211	COURSES, MEALS, TRAVEL	-	-	-		-		
2-41-00-00-00-215	FREIGHT & POSTAGE	-	-	700		700		
2-41-00-00-00-216	TELEPHONE AND INTERNET	-	-	-		-		
2-41-00-00-00-220	MEMBERSHIPS	-	-	115		115		
2-41-00-00-00-230	CONTRACTED SERVICES	126,014.35	104,271.81	100,000	5,961.68	100,000		
2-41-00-00-00-240	RESIDENT REPAIRS	-	-	20,000	2,527.05	20,000		
2-41-00-00-00-250	CONTRACTED PURCHASE & WORK	1,252.94	-	10,000		10,000		
2-41-00-00-00-260	UTILITY CROSSING	220.43	1,880.25	1,900		1,900		
2-41-00-00-00-274	INSURANCE	-	5,546.93	4,055		4,055		
2-41-00-00-00-415	BULK WATER SALES REFUNDS	7,407.72	-	-	(88.10)	-		
2-41-00-00-00-510	GENERAL SUPPLIES & GOODS	3,594.28	(1,337.84)	2,000	115.95	2,000		
2-41-00-00-00-520	EQUIPMENT PARTS & SUPPLIES	5,706.56	4,258.50	5,000		5,000		
2-41-00-00-00-521	FUEL/OIL	380.50	-	500		500		
2-41-00-00-00-522	REPAIRS & MAINT. EQUIPMENT	1,758.80	-	5,000	13,429.20	5,000		
2-41-00-00-00-531	CHEMICALS	12,044.50	9,487.20	10,500		10,500		
2-41-00-00-00-540	NATURAL GAS	5,193.41	4,119.21	5,000	1,411.05	5,000		
2-41-00-00-00-541	ELECTRICITY	3,045.41	4,629.56	4,700	1,147.82	4,700		
2-41-00-00-00-700	AMORTIZATION	65,607.58	65,700.96	-		-		
2-41-00-00-00-760	TRANSFER TO CAPITAL	-	-	-		-		
2-41-00-00-00-830	DEBT INTEREST PAYMENT	18,303.59	17,109.08	18,000		18,000		
		256,472.69	217,957.26	190,507	24,507.65	190,507		
	NET	18,497.14	6,654.82	(20,143)	(32,717.95)	(20,143)		

2025 INTERIM Operating Budget - Village of Warner

		2022	2023	2024	2025	2025		Budget
		ACTUAL	ACTUAL	Budget	YTD - March 31	BUDGET		Explanation
WASTEWATER REVENUE								
1-42-00-00-00-410	WASTEWATER FEES	(27,385.00)	(27,490.00)	(27,500)	(7,162.50)	(27,500)		
1-42-00-00-00-440	CONTRACT WORK FOR RESIDENTS	-	-	(500)		(500)		
	TOTAL REVENUE	(27,385.00)	(27,490.00)	(28,000)	(7,162.50)	(28,000)		
WASTEWATER EXPENSES								
2-42-00-00-00-110	WAGES	-	-	785		785		
2-42-00-00-00-131	ER.C. - WATER	-	-	150		150		
2-42-00-00-00-215	FREIGHT & POSTAGE	-	-	-		-		
2-42-00-00-00-240	RESIDENT REPAIRS	-	6,609.00	20,000		20,000		
2-42-00-00-00-250	CONTRACTED SERVICES	-	2,575.01	10,000		10,000		
2-42-00-00-00-260	RENTALS & LEASES EQUIPMENT	-	-	-	139.80	-		
2-42-00-00-00-510	GENERAL SUPPLIES & GOODS	532.14	-	500		500		
2-42-00-00-00-531	CHEMICALS	-	-	10,000	2,796.75	10,000		
2-42-00-00-00-700	AMORTIZATION	51,501.64	51,501.64	-		-		
	TOTAL EXPENSES	52,033.78	60,685.65	41,435	2,936.55	41,435		
	NET	24,648.78	33,195.65	13,435	(4,225.95)	13,435		

2025 INTERIM Operating Budget - Village of Warner

		2022	2023	2024	2025	2025		Budget
		ACTUAL	ACTUAL	Budget	YTD - March 31	BUDGET		Explanation
SOLID WASTE REVENUE								
1-43-00-00-00-410	GARBAGE FEES	(47,409.00)	(47,506.50)	(50,400)	(12,022.50)	(50,400)		
1-43-00-00-00-411	RECYCLING REVENUE	-	-	-	(299.55)	-		
1-43-00-00-00-840	COUNTY COST SHARE	(6,500.00)	-	(6,500)		(6,500)		
1-43-00-00-00-511	Additional Bin Purchases				(195.00)			
	TOTAL REVENUE	(53,909.00)	(47,506.50)	(56,900)	(12,517.05)	(56,900)		
SOLID WASTE EXPENSES								
2-43-00-00-00-110	SALARY - SOLID WASTE	12,500.00	14,610.01	14,902	4,181.78	14,902		
2-43-00-00-00-131	ER.C. - SOLID WASTE	903.39	-	1,500		1,500		
2-43-00-00-00-205	BOARDS & AGENCIES	11,722.91	11,313.09	12,500	6,001.03	12,500		
2-43-00-00-00-231	CONTRACTED RECYCLING	2,335.45	1,055.44	12,000	1,652.40	12,000		
2-43-00-00-00-250	CONTRACT LABOUR	161.95	-	-	-	-		
2-43-00-00-00-251	CONTRACTED SOLID WASTE PICKUP	18,600.00	18,600.00	19,500	4,650.00	19,500		
2-43-00-00-00-510	GENERAL SUPPLIES & GOODS	97.49	-	500		500		
2-43-00-00-00-522	REPAIRS & MAINT. EQUIPMENT	402.00	-	1,000		1,000		
2-43-00-00-00-541	ELECTRICITY	813.92	723.42	1,000	296.85	1,000		
						-		
	TOTAL EXPENSES	47,537.11	46,301.96	62,902	16,782.06	62,902		
	NET	(6,371.89)	(1,204.54)	6,002	4,265.01	6,002		

2025 INTERIM Operating Budget - Village of Warner

		2022	2023	2024	2025	2025		Budget
		ACTUAL	ACTUAL	Budget	YTD - March 31	BUDGET		Explanation
PLANNING REVENUE								
1-61-00-00-00-410	ZONING & DEVELOPMENT PERMITS	(190.48)	(930.96)	(500)	(95.24)	(500)		
1-66-00-00-00-464	LAND SALES	-	(50.00)	(28,000)		(28,000)		
	TOTAL REVENUE	(190.48)	(980.96)	(28,500)	(95.24)	(28,500)		
PLANNING EXPENSES								
2-61-00-00-00-230	PLANNING SERVICES	8,144.80	7,707.99	12,000	278.10	12,000		
2-61-00-00-00-251	ECONOMIC DEVELOPMENT	-	-	2,000		2,000		
2-61-00-00-00-252	LAND SALE COSTS	-	-	16,500	800.00	16,500		
	TOTAL EXPENSES	8,144.80	7,707.99	30,500	1,078.10	30,500		
	NET	7,954.32	6,727.03	2,000	982.86	2,000		

2025 INTERIM Operating Budget - Village of Warner

		2022	2023	2024	2025	2025		Budget
		ACTUAL	ACTUAL	Budget	YTD - March 31	BUDGET		Explanation
RECREATION ADMINISTRATION REVENUE								
1-72-00-00-00-410	CONTRACT WORK FOR RESIDENTS	-	-	(200)	-	(200)		
1-72-00-00-00-850	COUNTY RECREATION GRANT	(51,367.00)	-	(15,000)	-	(15,000)		
	SUMMER JOBS GRANT	-	-	(4,200)	-	(4,200)		
	TOTAL REVENUE	(51,367.00)	-	(19,400)	-	(19,400)		
RECREATION ADMINISTRATION EXPENSES								
2-72-00-00-00-110	SALARY - RECREATION	-	31,468.41	28,461		28,461		
2-72-00-00-00-131	ER.C. - RECREATION	17.79	-	5,000		5,000		
2-72-00-00-00-153	TRAVEL	-	-	2,000		2,000		
2-72-00-00-00-154	TRAINING	-	-	1,200		1,200		
2-72-00-00-00-250	CONTRACTED	3,756.87	5,250.00	10,000	1,450.00	10,000		
2-72-00-00-00-251	REPAIRS AND MAINTENANCE	-	-	5,000	(70.00)	5,000		
2-72-00-00-00-510	GENERAL SUPPLIES	327.99	1,335.96	2,500		2,500		
2-72-00-00-00-521	FUEL	-	556.02	1,000		1,000		
2-72-00-00-00-541	ELECTRICITY	678.76	1,125.71	1,500	197.37	1,500		
2-72-00-00-00-700	AMORTIZATION	2,528.74	3,214.45	-		-		
2-72-00-00-00-762	TRANSFER TO CAPITAL	-	-	-		-		
	TOTAL EXPENSES	7,310.15	42,950.55	56,661	1,577.37	56,661		
	NET	(44,056.85)	42,950.55	37,261	1,577.37	37,261		

2025 INTERIM Operating Budget - Village of Warner

		2022	2023	2024	2025	2025	Budget
		ACTUAL	ACTUAL	Budget	YTD - March 31	BUDGET	Explanation
CIVIC CENTRE REVENUE							
1-41-00-00-00-560	ADVERTISING	-	-	(2,000)		(2,000)	
1-74-00-00-00-100	KITCHEN LEASE	(800.00)	(2,750.00)	(1,650)	(1,100.00)	(1,650)	
1-74-00-00-00-400	RINK FEES	(31,131.58)	(37,270.59)	(38,000)	(18,629.59)	(38,000)	
1-74-00-00-00-410	KEY FOBS - CIVIC CENTRE	(1,240.00)	(260.00)	(500)		(500)	
1-74-00-00-00-541	ELECTRICITY				(50.85)		
1-74-00-00-00-570	rink rentals	(770.00)	(4,799.29)	-	(961.00)	-	
1-74-00-00-00-575	DONATIONS	(1,800.00)	-	(2,000)		(2,000)	
1-74-00-00-00-850	COUNTY RECREATION GRANT	-	-	(35,000)		(35,000)	
1-74-00-00-01-560	GYM MEMBERSHIP FEES	(11,377.50)	(15,530.00)	(15,500)	(2,625.00)	(15,500)	
	TOTAL REVENUE	(47,119.08)	(60,609.88)	(94,650)	(23,366.44)	(94,650)	
CIVIC CENTRE EXPENSES							
2-74-00-00-00-109	LIBRARY (JANITORIAL)	1,672.00	2,753.66	2,800	1,117.50	2,800	
2-74-00-00-00-110	WAGES - CIVIC CENTRE	17,660.13	40,683.87	43,000	13,313.99	43,000	
2-74-00-00-00-130	ER.C - CIVIC CENTRE	1,680.19	-	5,000		5,000	
2-74-00-00-00-211	TRAVEL & TRAINING	1,295.30	-	250		250	
2-74-00-00-00-216	TELEPHONE AND INTERNET	-	-	-	174.42	-	
2-74-00-00-00-220	MEMBERSHIPS	1,555.00	179.97	180	49.05	180	
2-74-00-00-00-230	CONTRACTED PERSONNEL	13,060.22	-	-		-	
2-74-00-00-00-239	IT SUPPORT/EQUIPMENT	-	-	500		500	
2-74-00-00-00-250	REPAIRS & MAINT	8,067.58	7,078.18	-		-	
2-74-00-00-00-274	INSURANCE	-	34,622.23	33,526		33,526	
2-74-00-00-00-350	CONTRACTED SERVICES	15,389.99	5,407.89	5,000		5,000	
2-74-00-00-00-360	LEASES	-	-	150	(202.40)	150	
2-74-00-00-00-510	GENERAL SUPPLIES & GOODS	5,944.95	6,433.30	5,000	225.98	5,000	
2-74-00-00-00-511	JANITORIAL SUPPLIES	-	164.14	500	715.87	500	
2-74-00-00-00-520	REPAIRS & MAINT EQUIPMENT	4,948.24	9,482.31	25,000	5,880.89	25,000	
2-74-00-00-00-521	FUEL / OIL / PROPANE	-	1,469.71	1,500	528.98	1,500	
2-74-00-00-00-522	REPAIRS & MAINT. BUILDING	3,350.85	3,939.33	8,000	204.62	8,000	
2-74-00-00-00-540	NATURAL GAS	11,321.51	10,394.10	12,000	3,903.33	12,000	
2-74-00-00-00-541	ELECTRICITY	11,416.46	11,643.43	12,000	7,324.58	12,000	
2-74-00-00-00-700	AMORTIZATION	27,483.88	33,499.87	-		-	
2-74-00-00-01-831	SOLAR PANEL DEBENTURE	4,178.41	3,887.21	4,000	848.24	4,000	
	TOTAL EXPENSES	129,024.71	171,639.20	158,406	34,085.05	158,406	
NET		81,905.63	111,029.32	63,756	10,718.61	63,756	



Request for Decision Municipal Enforcement Report

RECOMMENDATION

That the Municipal Enforcement report for the period ending March 31, 2025, be accepted as information.

LEGISLATIVE AUTHORITY

Peace Officer Act

Various municipal bylaws

BACKGROUND

The Village of Warner joined the Ridge Regional Public Safety Services Commission in 2019. The Commission serves the municipalities of Coutts, Magrath, Milk River, Raymond, Stirling, Warner and County of Warner.

The Village Council receives a monthly report, to provide information on the number and types of incidents that violate municipal bylaws.

RISKS/CONSEQUENCES

1. Council may provide further direction on any item contained in the report. Council shall be specific in the direction it provides.

FINANCIAL CONSIDERATIONS

None

ATTACHMENTS

1. Municipal Enforcement Report



Request for Decision Chief Administrative Officer Report

RECOMMENDATION

That the Chief Administrative Officer report for the period ending March 31, 2025, be accepted as information.

LEGISLATIVE AUTHORITY

BACKGROUND

On a monthly basis, the Chief Administrative Officer provides Council with an update on administrative items.

RISKS/CONSEQUENCES

1. Council may provide further direction on any item contained in the report. Council shall be specific in the direction it provides.

FINANCIAL CONSIDERATIONS

None

ATTACHMENTS

1. CAO Report



Chief Administrative Officer Report March 2025

Administration

- Council meeting preparation
- Council meeting attendance
- Council minutes and highlights for newsletter. Copies of newsletter at grocery store.
- Meetings/communication (walk in, email and phone)
- Bi-Weekly staff meetings
- Bylaw work
- Policy work
- Development inquiries
- **Updates from CPO's (when applicable)**
- 2025 operating budget preparation
- 2025 capital plan adjustment preparation
- Tax Arrears List Submitted
- Updating account list for zero water metre reads
- Work progress on electronic sign and public works internet/solar
- Attend SouthGrow Economic Development Summit
- Attend FCSS All Council evening in Coaldale
- Attend AHS monthly meeting
- Gather certificate of insurance for EPR program
- MPC meeting preparation, attendance and minutes

Motion Carried 2023-261	Moved by Mayor Lindsay, seconded by Councillor Baron, "that the school zones be changed to playground zones and to include a playground zone at the Lions Campground."	WIP
<u>Motion Carried 2024-179</u>	Moved by Mayor Lindsay, seconded by Councillor Koehn, "that Council reallocate \$10,000 in the budget for grant writing services and approve the purchase of the air-cooled chiller from Trane Technologies for the Civic Centre in the amount of \$680,187.00. to be in place by fall 2025."	On hold
<u>Motion Carried 2024-259</u>	Moved by Mayor Lindsay, seconded by Councillor Koehn, "that Council direct administration to explore the cost of relocating the old fire hall siren."	WIP
<u>Motion Carried 2025-19</u>	Moved by Mayor Lindsay, seconded by Councillor Koehn, "that administration research residential sub-class tax rates and prepare scenarios."	WIP
<u>Motion Carried 2025-46</u>	Moved by Councillor Baron, seconded by Deputy Mayor Kirby, "that the minutes for the February 15, 2025, regular council meeting be amended under item 4, denoting the proper spelling of "Fettig".	Complete
<u>Motion Carried 2025-54</u>	Moved by Councillor Toovey, seconded by Councillor Koehn, "that a public hearing be set for Bylaw 639-25 for May 21, 2025, at 5:30 p.m. in Council Chambers."	Complete
<u>Motion Carried 2025-57</u>	Moved by Mayor Lindsay, seconded by Councillor Koehn, "that Council repeal the Fire Departments Standard Operating Guidelines that are currently in place."	Complete
<u>Motion Carried 2025-59</u>	Moved by Councillor Baron, seconded by Councillor Koehn, "that Council appoint Andrea Tapp, Lindsay Mueller, Kyleen McKenzie, and Trista Lindsay to the Warner Community Agriculture Project Committee for 2025."	Complete
<u>Motion Carried 2025-60</u>	Moved by Mayor Lindsay, seconded by Councillor Koehn, "that Council direct administration to research and formulate a draft lease agreement for the airport."	WIP



Request for Decision Committee Reports

RECOMMENDATION

That the committee reports for the period ending April 16, 2025, be accepted as information.

LEGISLATIVE AUTHORITY

Municipal Government Act
Bylaw 361-24 Procedural Bylaw

BACKGROUND

Elected Officials, appointed at the annual organizational meeting, attend regular meetings of various boards, commissions and committees. Each elected official is required to keep Council informed by providing regular activity of the board, commission or committee they are appointed to.

RISKS/CONSEQUENCES

Should committee reports not be relayed, members of Council will not be informed on the various boards, commissions and committees.

FINANCIAL CONSIDERATIONS

None

ATTACHMENTS

None



Request for Decision Correspondence

RECOMMENDATION

That the correspondence for the period ending April 16, 2025 be accepted as information.

LEGISLATIVE AUTHORITY

BACKGROUND

Correspondence is a collection of general information received at the Village Office and is provided to Council as information.

RISKS/CONSEQUENCES

1. Council may provide further direction on any item contained in correspondence. Council shall be specific in the direction it provides.
2. Council may direct Administration on any item contained in correspondence.

FINANCIAL CONSIDERATIONS

None

ATTACHMENTS

1. Municipal Affairs: ACP Grant
2. Municipal Affairs: MLC meeting follow up
3. Municipal Affairs: Local Authorities Election Act
4. Alberta Health: Food Safety
5. Provincial Priorities Act Fact Sheet
6. County of Warner No. 5: Thank you
7. Municipal Affairs: Bill 50
8. Emergency Management Act Amendments Fact Sheet

AR117248

March 31, 2025

Kelly Lloyd
Chief Administrative Officer
Village of Warner
PO Box 88
Warner AB T0K 2L0

Dear Kelly Lloyd:



Subject: 2024/25 Alberta Community Partnership – Intermunicipal Collaboration Application

Thank you for your grant application under the Intermunicipal Collaboration component of the 2024/25 Alberta Community Partnership (ACP) program.

Your application was reviewed and screened against publicly available criteria in accordance with program guidelines. On behalf of the Minister, I regret to advise the following application has been declined:

- Regional Asset Management Initiative – \$200,000

The program received significant interest and a high volume of applications. Due to the highly competitive nature of the selection process, not all projects could be funded.

If you have any additional questions regarding your application, please contact Ryan Barber, Manager, Provincial Regional and Operating Programs, toll-free by first dialing 310-0000, then 780-422-8755, or at acp.grants@gov.ab.ca.

The ministry recognizes the cooperative efforts being taken throughout Alberta to build stronger communities. I look forward to working in partnership with you on other endeavours through our grant programs.

Sincerely,



Brandy Cox
Deputy Minister

cc: Honourable Ric McIver, Minister of Municipal Affairs



*Office of the Minister
MLA, Calgary-Hays*

AR118394

March 28, 2025

His Worship Tyler Lindsay
Mayor
Village of Warner
Box 88
Warner AB T0K 2L0

Dear Mayor Lindsay:

Thank you for meeting with me during the Alberta Municipalities Spring 2025 Municipal Leaders' Caucus. I appreciate you taking time to discuss your concerns about population decline, attracting and retaining health professionals, increasing taxation, and the impact of aging infrastructure on future sustainability; the need for a new ice plant as the village provides arena access for the region; and your interest in accessing SuperNet through the public library to further support local businesses.

I appreciated learning about your municipality's perspectives. The work municipal leaders do at the local level is vital to the success of communities and our province. I am committed to ensuring your concerns are heard, and strongly believe in maintaining our relationship of mutual respect and cooperation, while serving all Albertans.

As discussed, I have directed department staff to explore options for municipal access to SuperNet via public libraries.

Thank you again for meeting, and I look forward to continuing to work with you.

Sincerely,

A handwritten signature in cursive script that reads "Ric McIver".

Ric McIver
Minister

cc: Kelly Lloyd, Chief Administrative Officer



ALBERTA

MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Calgary-Hays*

AR118376

March 12, 2025

Dear Chief Elected Officials:

As you are aware, changes to the *Local Authorities Election Act (LAEA)* in *Bill 20, the Municipal Affairs Statutes Amendments Act, 2024*, came into force on October 31, 2024. One of these changes prohibits the use of tabulators, voting machines, vote recorders, and automated voting systems in local elections.

This change inadvertently created a lack of clarity regarding whether Elector Assistance Terminals (EATs) would be permitted in upcoming local elections. As you may know, an EAT is an assistive voting machine that enables electors with visual or physical disabilities to vote independently and privately. EATs are not connected to the Internet or another network and create a paper ballot that records the vote cast by the elector. EATs were offered in some local jurisdictions in the 2021 general elections and to electors in the 2023 provincial general election.

Our government is planning to bring forward *LAEA* amendments in spring 2025 to clarify that local authorities may, by bylaw, offer EATs to electors. In order to offer EATs in the 2025 general local elections, a local authority will be required to pass a bylaw by June 30, 2025.

If you have any questions regarding this upcoming change, please reach out to Municipal Affairs staff by telephone at 780-427-2225 (toll-free in Alberta by first dialing 310-0000) or via email at ma.advisory@gov.ab.ca.

Sincerely,

A handwritten signature in black ink that reads "Ric McIver".

Ric McIver
Minister

**Public Health Standards
and Regulations Branch**
23rd Floor, ATB Place North
Tower, 10025 Jasper Avenue
Edmonton, AB T5J 1V1
Telephone: 780-427-4518
alberta.ca

March 26, 2025

Commercial Food Establishments
Various locations, Alberta

Dear Operator,

Subject: Request for input: Food Safety in Alberta

The Government of Alberta is seeking input to enhance food safety across the province.

We are considering implementing recommendations from the Food Safety and Licensed Facility-Based Child Care Review Panel's final report and exploring options to modernize food safety legislation, including how the gig chef economy could operate within Alberta.

To inform these decisions, we invite operators of commercial food establishments in Alberta to provide feedback on these topics through the Government of Alberta's [Food Safety Survey](#) and [Gig Chef Economy Survey](#). Both surveys close on **April 13, 2025**. We encourage you to share the survey links with your staff.

If you have any questions or experience difficulties accessing the surveys, please contact the Public Health Standards and Regulations Branch by email at AH.PublicHealthEngagement@gov.ab.ca.

Thank you for your participation.

Yours truly,

Public Health Division
Alberta Health

From: ma.provincialprioritiesact@gov.ab.ca
Sent: March 28, 2025 2:31 PM
To: Kelly Lloyd
Subject: Provincial Priorities Act and Municipal Sector Update
Attachments: Provincial Priorities Act Municipal Sector Fact Sheet.pdf

Dear Chief Elected Officials:

I am following up on the February 27, 2025, letter you received regarding the Provincial Priorities Act (PPA) to provide further clarity on the newly enacted legislation and the intake process that all municipalities and designated municipal entities will be subject to as of April 1, 2025.

The PPA supports the Government of Alberta in pushing back against overreach by the federal government. The Act was passed last spring and will come into force on April 1, 2025, at the same time as the supporting regulation. This legislation aims to strike a careful balance between respecting Alberta's jurisdiction and maintaining access to federal dollars for provincial entities.

Regardless of the monetary value of the agreement, municipalities and designated municipal entities will need to submit information to Municipal Affairs (MA) on all new agreements with the federal government, agreement amendments, and agreement renewals, along with a copy of the agreement. Agreements eligible for an exception to provincial approval under the PPA must still be submitted to MA in order for the exception to apply.

Additionally, municipalities and designated municipal entities will need to fill out and submit a short intake form to accompany the agreement. The intake form will collect information such as the value of the agreement, entities involved, agreement start and execution dates, and other relevant information. Chief administrative officers (CAOs) will be advised when the form is available on the municipal PPA website.

Upon receipt of your agreement and the intake form, MA will forward them to the appropriate lead ministry, and that ministry will be responsible for the review and approval of the agreement. Time-sensitivity will be considered if indicated in the intake form.

Agreements will be reviewed and evaluated based on alignment with the priorities of the province and consideration of whether the agreement oversteps into areas of provincial jurisdiction and/or places unacceptable restrictions on the ability of Alberta to implement its own policies and programs.

You are encouraged to review the attached fact sheet or visit the municipal PPA website. Additionally, CAOs have been invited to attend two webinars where more information on this process will be provided. One webinar was completed on March 26, and another webinar is scheduled for April 3, 2025.

I look forward to working together to ensure Alberta municipalities maintain access to federal dollars while protecting areas of provincial jurisdiction.

Sincerely,

Ric McIver
Minister



Provincial Priorities Act

Municipal Sector

Fact Sheet

Background

The *Provincial Priorities Act* (PPA) and *Provincial Priorities Regulation* (PPR) come into force on April 1, 2025. As the lead for the municipal sector, Municipal Affairs (MA) will oversee the intake of all agreements between municipalities or municipal entities and federal entities.

The PPR defines municipal entities as:

- Library boards
- Municipally Controlled Corporations
- Municipal Growth Management Boards
- Regional Services Commissions
- Entities created by a municipal bylaw, except a business improvement area within the meaning of the *Municipal Government Act* and the business improvement area's board
- Entities that are a party to an agreement in which the entity has agreed to operate and administer real property assets of the Alberta Social Housing Corporation

Federal entities include the Government of Canada departments, federal Crown corporations, and federal agencies.

Submission Requirements

Municipalities and municipal entities must submit information on all new agreements with federal entities, including any new agreement amendments, extensions, and renewals. These details must be provided along with a copy of the agreement to MA, regardless of the agreement's monetary value.

- Agreements valued under \$100,000 must be submitted to MA but do not need approval.
- Agreements valued between \$100,000 and \$5 million require ministerial approval. The Minister responsible for approving the agreement (lead ministry) will depend on the nature of the agreement between the federal entity and the municipality or municipal entity. For example, agreements related to public transit will fall under the responsibility of the Minister of Transportation and Economic Corridors, and agreements related to housing will fall under the responsibility of the Minister of Seniors, Community and Social Services.
- Agreements valued above \$5 million require Cabinet approval.

There are additional exceptions where provincial approval will not be required. These exceptions include, for example, minor administrative amendments, agreements for the purpose of responding to a disaster, and agreements between federal entities and municipally controlled corporations. While approval of agreements designated as exceptions is not required, these agreements must be submitted to MA as soon as possible after their execution for the exception to apply.

Existing agreements made between a municipality or a municipal entity that were signed prior to April 1, 2025, are not subject to the PPA, unless they are being amended, extended or renewed.

Intake Process

Agreements and intake forms should be submitted to MA to ma.provincialprioritiesact@gov.ab.ca when the signatories to the agreement are ready to sign the agreement or are in the final stages of negotiations.

- The intake form will collect high-level agreement information to assist in efficient processing of approval requests.
- Municipalities and municipal entities are encouraged to indicate on the intake form whether the execution of the agreement is time sensitive and the potential consequences of agreement delay.

The intake form will be available on the Federal Agreements and the Municipal Sector website and will also be provided by email to all municipalities prior to April 1, 2025.

While not part of the formal intake process, situations may arise where municipalities or municipal entities would like to understand whether the province is likely to have concerns with an agreement prior to applying to a federal program and/or negotiating a final agreement. In such cases, they may contact MA for additional information on how federal program requirements may conflict with the requirements of the *PPA*, or they may submit a draft copy of the agreement for a preliminary assessment. MA will coordinate these requests with the lead ministry, which will review the information and identify any potential concerns.

Review Process

Upon receipt of the agreement, MA will forward the agreement to the appropriate lead ministry for approval.

The lead ministry, or Cabinet when required, will review the agreement, and the municipality or municipal entity will be notified of the decision to approve or reject the agreement or approve the agreement subject to specific conditions.

If an agreement is approved subject to specific conditions, the municipality or municipal entity will be given the opportunity to work with the federal entity to incorporate these conditions.

The Government of Alberta is committed to efficiently screening all agreements to minimize delays and ensure timely funding for Alberta's municipalities and municipal entities.

Contact Information

Additional information regarding the *PPA* and PPR can be found on the Federal Agreements and the Municipal Sector website, and additional questions can be directed to Municipal Affairs.

Hours: 8:15 a.m. to 4:30 p.m. (open Monday to Friday, closed statutory holidays)

Phone: 780-422-7125

Toll free: 310-0000 before the phone number (in Alberta)

Email: ma.provincialprioritiesact@gov.ab.ca

Website: <https://www.alberta.ca/federal-agreements-and-the-municipal-sector>



COUNTY OF WARNER NO. 5

OFFICE OF THE ADMINISTRATOR

Box 90

300 County Road
WARNER, AB T0K 2L0

Ph: 403-642-3635
Toll Free: 1-888-642-2241
Fax: 403-642-3631
Web: www.warnercounty.ca

March 24, 2025

Village of Warner
Attention: Kelly Lloyd
Box 88
Warner, AB T0K 2L0

Re: Donation to Emergency Services Appreciation Evening

On behalf of the County of Warner and the Emergency Services Volunteers, I would like to thank you for the donation you provided as a prize at the annual Emergency Services Appreciation Night. Your continued support of this event means a great deal to us.

The volunteers were treated to a wonderful dinner, after which long-term service awards were presented to those who have achieved 10 or more years of service. With your generosity, we were able to present a donated prize to every volunteer. Thank you again for taking the time to make a donation.

Yours truly,

Mackenzie Hollingsworth
Tax Clerk



April 8, 2025

I am pleased to share that today, our government tabled Bill 50, the *Municipal Affairs Statutes Amendment Act, 2025*. Bill 50 makes amendments to the *Municipal Government Act (MGA)*, *Local Authorities Election Act (LAEA)*, *New Home Buyer Protection Act (NHBPA)*, and the *Safety Codes Act (SCA)* to modernize municipal processes.

The proposed amendments will strengthen local governance and reduce conflict by repealing code of conduct provisions and granting Ministerial authority to establish procedures of council. The amendments also clarify the accountability of chief administrative officers and strengthen oversight authorities of appointed Official Administrators.

Also included are amendments regarding Intermunicipal Collaboration Frameworks (ICFs) which would clarify the required content of ICFs and strengthen the dispute resolution process to ensure ICFs are adopted and implemented effectively.

Changes are also proposed to the *LAEA* to clarify administrative requirements in advance of the October 2025 municipal and school board elections. In addition, we are allowing for the use of elector assistance terminals which enable voters who live with visual or physical impairments to vote independently and privately. We are also proposing amendments to residency requirements so that residents displaced by last year's wildfire in Jasper can vote and run for office, provided they intend to return to the community.

Finally, proposed changes to the *NHBPA* and the *SCA* address stakeholder concerns with the current new home buyer protection program, the quality of new homes, affordability, and red tape.

I invite you to read Bill 50. A copy of the Bill can be found here: <https://www.assembly.ab.ca/assembly-business/bills/bills-by-legislature>. Additional information about the proposed amendments is also available here: www.alberta.ca/modernizing-municipal-processes.

.../2



I will be hosting a town hall for stakeholders to share additional information and answer questions about the proposed amendments. The town hall will take place virtually on April 16, 2025, at 6:00 PM. Please send the names and email addresses of your representative(s) who will attend to ma.engagement@gov.ab.ca. Individuals identified by your organization will receive a link ahead of the town hall.

Sincerely,

A handwritten signature in dark ink, reading 'Ric McIver'. The signature is written in a cursive, flowing style.

Ric McIver
Minister

Amendments: Alberta *Emergency Management Act* and Regulations

Highlights

Amendments to the *Emergency Management Act* (EMA) and its supporting regulations will reinforce the province's commitment to protecting individual rights, improving transparency and strengthening accountability. These amendments ensure Albertans are informed and supported during response and recovery from emergencies and disasters.

Key changes include:

- An amended definition of an emergency under the EMA
- A new preamble for the EMA
- A new ministerial duty to consult before exercising extraordinary powers during a state of emergency
- New communication requirements during emergencies
- Enabling mitigation funding through a community's recovery

Improving Transparency and Accountability

Protecting Personal Rights and Freedoms

Emergency Definition

New criteria of "sudden" and "temporary" have been added to the definition of emergency.

This increases the threshold required to make an emergency declaration, both provincially and by local authorities, enabling access to the extraordinary powers provided under the Act. This prevents their misuse and ensures that emergency powers are not exercised for non-emergency events or as a tool of convenience.

Reference: [EMA, s. 1\(1\)\(f\)](#)

Preamble

A preamble will recognize that emergencies require swift coordination and regulations to protect people, property and the environment. The preamble ensures that officials are mindful of individual rights when interpreting and applying the Act, reinforcing the importance of balancing the rights and freedoms of Albertans.

Reference: [EMA, Preamble](#)

Minister to consult before exercising emergency powers

Prior to the exercise of emergency powers, assuming control of a state of local emergency, or delegating ministerial powers to another person, the Minister is now required to consult with one of the following

- Premier, or
- Executive Council or
- Cabinet Committee, where one exists.

Exceptions:

- Consultation is not required if it is impracticable to protect the safety, health or welfare of people or to limit damage to property or the environment.

- Consultation requirement does not extend to the Managing Director of the AEMA, or any other person authorized by the Minister to exercise emergency powers, as oversight is already in place as the Minister is required to delegate and empower these individuals during a provincial response.

Reference: EMA, s. 18.1

Public communication during declarations of State of Emergency or State of Local Emergency

The Minister must publish emergency orders

The Minister must publish details of all relevant orders as soon as practicable using any methods likely to inform those most affected. This amendment formalizes existing best practices and ensures transparency of government action. This new requirement applies to orders related to:

- Control or prohibition of travel, or
- Restoration of essential facilities or distribution of essential supplies, or
- Evacuations, or
- Procuring or fixing prices of goods and services.

Reference: EMA, s. 19(7.1)

Local authorities must publish details regarding the exercise of emergency powers

Local authorities must publish details of emergency powers exercised, as soon as practicable. This codifies current operational practices. This requirement applies to exercise of powers related to:

- Control or prohibition of travel, or
- Restoration of essential facilities or distribution of essential supplies, or
- Evacuations, or
- Procuring or fixing prices of goods and services.

Reference: EMA, s. 24(1.001)

Enhanced Planning and Preparedness

Planned regulatory amendments are being considered, where over the course of the next two years local authorities must comply with new emergency plan requirements in support of public safety and disaster risk reduction.

Evacuation Planning

To facilitate safe evacuations and help communities prepare for large-scale evacuations, changes are being considered to require local authority emergency plans to include evacuation plans that identify routes, destinations and communication methods and more.

Reference: Local Authority Emergency Management Regulation (LEMR)

Mitigation Planning

To support long-term reduction of disaster costs and impacts, changes are being considered to require local authority emergency plans to include mitigation strategies informed by their already required hazard and risk assessments.

Reference: LEMR

Enhancing Disaster Recovery

Enabling post-disaster Mitigation

Planned amendments will expand the ability to provide mitigation funding to a broader range of hazards than just flooding and will enable mitigation funding to be disbursed through Alberta's disaster financial assistance programs under the Disaster Recovery Regulation (DRR). This will help communities build resilience during rebuilding and reconstruction and keep Alberta in alignment with federal Disaster Financial Assistance Arrangement Guidelines, which came into effect on April 1, 2025.

Reference: [EMA, s. 6\(c.1\) & \(c.11\)](#); [DRR](#)

Establishing directives and defining those eligible for disaster financial assistance.

Changes will allow the Minister to establish or modify directives for financial assistance relating to:

- The assessment of damages or loss from disasters
- Provision of hazard mitigation funding; and
- Costs incurred for emergency operations.

Transitional and retroactivity provisions, along with directives and guidelines, ensure a smooth application of rules before and after April 1, 2025.

Reference: [EMA, s. 7.01, 7.02 & 6\(c.11\)](#)

Modernizing the Disaster Recovery Regulation

Defining disaster assistance appeals

Planned amendments would improve government transparency by clarifying the appeals process available to public and private sector applicants.

Reference: [DRR](#)

Clarifying and streamlining disaster financial assistance programs

Additional planned amendments would clarify the intent of the Government of Alberta's disaster financial assistance programs, ensuring that disaster financial assistance programs are reserved for events for which insurance was not adequate and available. The term "financial assistance" ensures payments made to help offset the financial impacts of a disaster and reduce perceptions or expectations of full reimbursement for disaster-related costs.

Planned changes to the regulation will also remove the distinction between localized and widespread disasters, reflecting current operational practice.

Reference: [DRR](#)

Additional and Consequential Amendments

Retroactivity

To ensure there is no legislative gap between April 1, 2025, when the federal Disaster Financial Assistance Arrangements (DFAA) take effect, and the passing of the EMA amendments, the retroactive provision clarifies the governance of disaster programs.

It specifies which version of the Act and Regulations applies to emergencies before and after April 1, 2025, facilitating Alberta's access to the federal disaster cost reimbursement.

Example:

- Funding for mitigation will be available for eligible events occurring on or after April 1, 2025, in accordance with the provisions of the amended EMA and the DRR, regardless of whether the EMA amendments have passed or the DRR amendments have been enacted.
- Eligible events occurring before April 1, 2025, will be governed in accordance with the former version of the Act, also notwithstanding the EMA amendments have not passed.

Reference: [EMA, s. 6.1](#)

Administrative

Several administrative amendments have also been made to modernize the Act and regulations, changes help ensure those accountabilities are properly referenced and reflective of current Government of Alberta practices and position titles. These changes do not introduce any new operational requirements.

Administrative changes	Reference
Use of “financial or other assistance” instead of “compensation”	EMA s. 6(1) (c), 7(1) (a) DRR
Renaming “Disaster Recovery Program” to “Program for financial or other assistance”	EMA s. 6(1) (c.2) DRR
Improve flow and readability	EMA s. 21(3.1), 21 (3.2), 22 (1), 22(4)
Consequential amendment – section references	EMA s. 22 (5), 24 (1.012)
Updating position title to “Executive Director” of Recovery	DRR
“Alberta Public Safety Agency” updated to “Alberta Emergency Management Agency”	DRR



Request for Decision Circular Materials Master Services Agreement

RECOMMENDATION

That Council authorize administration to enter into an agreement with Circular Materials for the collection and management of recycled materials as a result of the new Extended Producer Responsibility.

LEGISLATIVE AUTHORITY

Extended Producer Responsibility

BACKGROUND

Extended Producer Responsibility (EPR) extends the responsibility of end-of-life products back to producers, saving the municipalities money.

Currently, producers sell products. When those products reach their end of life, they become waste that has previously been managed by municipalities. The costs for the recycling system will now be accounted for in the cost of a product not in property taxes or utility rates. EPR makes producers, not municipalities, pay for recycling costs, pushing them to reduce packaging waste and design more recyclable products.

RISKS/CONSEQUENCES

1. Council may provide further direction on any item contained in the report. Council shall be specific in the direction it provides.

FINANCIAL CONSIDERATIONS

None

ATTACHMENTS

1. Circular Materials Master Services Agreement
2. Circular Materials Schedule A1

MASTER SERVICES AGREEMENT

for

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

Number 2024-00-82



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This Master Services Agreement (this "**MSA**") is entered into as of _____.
("**Effective Date**")

Between

Village of Warner, a Registered community, having a place of business at 210- 3rd Avenue
PO Box 88, Warner, AB, T0K 2L0 ("**Contractor**")

And

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

RECITALS

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

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

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

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

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

ARTICLE 1 INTERPRETATION

1.1 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 Interpretation

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

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

ARTICLE 2

TERM

2.1 Term

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

ARTICLE 3 SCOPE OF WORK

3.1 Service Provision

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

3.2 Environmental Attributes

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

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

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

3.3 Labour Disruption

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

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties

Contractor represents and warrants to and covenants with CM that:

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

ARTICLE 5 CONTRACTOR MANAGEMENT

5.1 Record Keeping and Reporting Requirements

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

5.2 Subcontractors

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

5.3 Access to the Work

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

5.4 Contingency Plan

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

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

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

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

ARTICLE 6 COMPENSATION

6.1 Canadian Funds

All amounts in this MSA are in Canadian funds.

6.2 Documentation and Payment

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

6.3 Taxes

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

6.4 Price Adjustment

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

6.5 Monies Due to CM

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

6.6 Other Requirements

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

6.7 Interest

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

6.8 Limited Liabilities

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

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

ARTICLE 7

FAILURE TO PERFORM, REMEDIES AND TERMINATION

7.1 Time of the Essence

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

7.2 Responsibility for Damages/Indemnification

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

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

7.3 Force Majeure

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

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

7.4 MSA Termination

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

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

7.5 Remedies

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

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

7.6 Disputes

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

7.7 Arbitration

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

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

7.8 Choice of Forum

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

ARTICLE 8 STANDARD CONDITIONS

8.1 Governing Law

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

8.2 Compliance with Laws and Permits

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

8.3 Assignment

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

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

8.4 Contractor to Make Examinations

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

8.5 Access to Records

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

8.6 Insurance

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

8.7 Changes to MSA

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

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

8.8 Change Management

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

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

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

- (v) The change materially affects the risks or costs to which CM is exposed.
 - (iii) If CM accepts the Contractor's proposed change in the Work, the change in the Work shall be set out in a Change Order documenting all changes to the scope of Work and/or terms and conditions of this MSA. Where CM accepts the Contractor's change proposal CM shall notify the Contractor in a timely manner.
 - (iv) If CM rejects the Contractor's change proposal, CM shall provide written reasons outlining the basis upon which the change in Work is not accepted by CM.
 - (v) Unless CM specifically agrees to an increase in the Contract Price in writing, there shall be no increase in price because of a change in the Work proposed by the Contractor.
 - (vi) Any change in the Work proposed by the Contractor that causes or that is expected to cause the Contractor's costs or any subcontractor's costs to decrease shall be treated as a benefit with expectation that CM will also realize a proportional financial benefit in an amount to be negotiated in good faith between the Parties. The Parties agree to take all reasonable steps to negotiate the proportional financial benefit in good faith, failing which the Parties agree to resolve the difference through the dispute resolution provisions set out in this MSA.
 - (i) Except as specifically confirmed in writing by the Parties in accordance with this Section 8.8, all Work shall remain unaltered and shall be performed in accordance with the terms and conditions of this MSA.
- 8.9 Conflicts and Omissions
- (a) Neither Party to this MSA shall take advantage of any apparent error or omission in this MSA or any Statement of Work. Any Work not herein specified which is necessary for the proper performance and completion of any Work contemplated, which may be implied as included in this MSA, shall be done by the Contractor as if such Work had been specified and shall not be construed as a variation of the Work.
 - (b) If the Contractor discovers any provision in this MSA which is contrary to, or inconsistent with any Applicable Law, the Contractor shall forthwith report the inconsistency or conflict to CM in writing and shall not perform the Work impacted by such inconsistency or conflict until it receives instructions from CM.
- 8.10 Duty to Notify
- (a) As may be further specified in a Statement of Work, if the Contractor becomes aware of any problem and/or condition which may adversely affect the performance of the Work, or the ability of the Contractor to conform with any requirements for the term of this MSA, then the Contractor shall immediately after becoming aware of same, notify CM, in writing, of such occurrence and of the nature of the relevant problem

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

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

8.11 Intellectual Property

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

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

8.12 Confidentiality Covenant

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

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

8.13 Severability

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

8.14 Survival

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

8.15 Further Assurances

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

8.16 Revisions to this MSA

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

8.17 Counterparts

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

8.18 Notice

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

To CM:

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

To Contractor:

Village of Warner
210-3rd Avenue PO Box 88
Warner, AB T0K 2L0
Attention: Chief Administrative Officer
Email: cao@warner.ca

ARTICLE 9 MSA SCHEDULE

9.1 MSA Schedule

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

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

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

Village of Warner

Name: Kelly Lloyd
Title: Chief Administrative Officer

Name:
Title:

We have authority to bind the Contractor.

Circular Materials

Name: Allen Langdon
Title: CEO

I have authority to bind CM.

Schedule A – Statements of Work

Note: See attached

DRAFT

Schedule B – Insurance Requirements

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

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

SCHEDULE A-1

STATEMENT OF WORK FOR COMMUNITY DEPOT OPERATIONS AND TRANSFER SERVICES

for

MASTER SERVICES AGREEMENT

Number 2024-00-82



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STATEMENT OF WORK

STATEMENT OF WORK NUMBER: 01

This statement of work ("**Statement of Work**") is incorporated into and forms part of the Master Services Agreement ("**MSA**"), made as of _____ between the Village of Warner, a Registered community, having a place of business at 210- 3rd Avenue PO Box 88, Warner, AB, T0K 2L0 ("**Contractor**") and Circular Materials, a federal not-for-profit corporation, having a place of business at 1 St. Clair Avenue West, Suite 700, Toronto, ON, M4V 1K6 ("**CM**", and with the Contractor, each a "Party" and collectively the "**Parties**"), with an effective date of _____ (the "**Statement of Work Effective Date**").

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

1. Beginning on the Service Commencement Date, the Contractor shall perform the Work required by this Statement of Work for all Depots listed in Exhibit 2.
2. The Work under this Statement of Work shall include all the Contractor's other obligations under the MSA.
3. The period during which the Work required by this Statement of Work is to be performed is from the Service Commencement Date, until September 30th, 2026. Pursuant to Section 2.1(b) of the MSA, CM and the Contractor may, by Change Order, extend this Statement of Work for up to two (2) further periods of one (1) year each. The initial term and any such additional term or terms are herein referred to as the "**SOW Term**".
4. The full compensation for the Work under this Statement of Work shall be as set forth in Exhibit 5, which excludes applicable taxes. Applicable taxes are payable by CM to the Contractor on the payment amounts of this Statement of Work.
5. In the event of the termination of the MSA in accordance with Section 7.4 of the MSA, CM shall only pay for the Work authorized by this Statement of Work which is performed prior to the termination date. For the purposes of clarity, CM shall not be liable to make any other payments in connection with this Statement of Work resulting from such termination of the MSA.
6. Capitalized terms not defined in this Statement of Work shall have the meaning set out in the MSA.
7. Attached and forming an integral part of this Statement of Work are the following exhibits:
 - i. Exhibit 1 – Scope of Work and Other Provisions;
 - ii. Exhibit 2 – Depots in Registered Communities;
 - iii. Exhibit 3 – PPP Depot Collection Streams;
 - iv. Exhibit 4 – PPP Master List by Category; and
 - v. Exhibit 5 – Compensation.

[Remainder of Page Intentionally Left Blank]

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

Village of Warner

By: _____
Name: Kelly Lloyd
Title: Chief Administrative Officer

By: _____
Name:
Title:

We have authority to bind the Contractor.

Circular Materials

By: _____
Name: Allen Langdon
Title: CEO

I have authority to bind CM.

EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS

ARTICLE 1 DEFINITIONS

1.1 Definitions

"Base Depot Operations and Transfer Services Compensation" has the meaning set out in Exhibit 5.

"Collection Services" means the Work required by this Statement of Work, which is the operation of Depots for the collection of PPP.

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

"Depot" means a depot that receives PPP from Residential Premises, and which is listed in Exhibit 2.

"Hauling Vehicle" means a vehicle used to collect PPP from Depots.

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

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

"Non-PPP" means material which is not PPP.

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

"Receiving Facility" or "RF" means any facility designated by CM as the point where the Contractor is to deliver and unload PPP, including any alternate facilities identified by CM for use when an RF is unable to accept PPP.

"Resident Education Top Up" has the meaning set out in Exhibit 5.

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

"Service Commencement Date" means April 1, 2025.

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

"Transfer Services" means the pick-up and transportation of PPP from Depots and delivery to an RF.

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

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

DRAFT

ARTICLE 2
SCOPE OF DEPOT OPERATIONS AND TRANSFER SERVICES

2.1 Scope of Depot Operations and Transfer Services

- (a) The Contractor shall provide Collection Services at the Depots.
- (b) The Collection Services include receiving PPP from Residential Premises located in the Registered Community(ies), conducting quality control of received PPP and the storage of PPP at each Depot.
 - (i) Without limiting the generality of the foregoing, the Collection Services shall meet the applicable requirements of the Regulation.
 - (ii) The Contractor shall retain responsibility for, and control of, PPP, starting from the receipt from the Residential Premises at each Depot and up until pick-up by CM or a contractor identified by CM from time to time, or until the PPP has been delivered to the RF.
- (c) In the event that Contractor's Transfer Services is not required for certain loads of PPP, the Contractor shall work in coordination with CM and/or a contractor identified by CM to ensure timely pick-up of PPP from each Depot in a manner that maintains uninterrupted collection of PPP at that Depot.
 - (i) CM shall have ownership of all PPP, and the Contractor shall have no ownership of the PPP at any time.
- (d) CM shall not be obligated to join or instigate litigation to protect the right of the Contractor. The Contractor may independently enforce its rights under this Statement of Work against third party violators, including but not limited to seeking injunctive relief.
- (e) The Contractor will provide Transfer Services, as detailed in Section 3.4.

ARTICLE 3 SERVICE PROVISION

3.1 Addition or Removal of Depots

- (a) CM and the Contractor may add new Depots or remove existing Depots, and make related revisions to the relevant exhibits, by Change Order, pursuant to Section 8.7 of the MSA.

3.2 PPP to be Collected

- (a) The Contractor will collect the PPP listed in Exhibit 4 delivered by Residential Premises to a Depot and store the PPP for pick-up by CM and/or a contractor designated by CM in the separate material streams as listed in Exhibit 3.
- (b) The Contractor will use best efforts to protect the collected PPP from weather, including but not limited to rain, snow and sun.
- (c) The Contractor will use best efforts to reduce the quantity of Non-PPP in collected PPP to no more than four per cent (4%) by weight.
- (d) If the average amount of Non-PPP in collected PPP, identified by CM from time to time, from the Depots in any rolling six (6) month period exceeds four per cent (4%), the Contractor will, within ninety (90) calendar days, prepare and submit to CM a plan including the identification of sources of Non-PPP and strategies and supporting measures to mitigate the amounts of Non-PPP. The Contractor will implement the plan and provide quarterly reporting to CM detailing the progress and outcomes of the plan. If improvement does not occur within ninety (90) calendar days after the start of plan based on composition data provided by CM through their audit protocol, the Contractor will work with CM to establish additional changes and to adopt best practices provided by CM.
- (e) The Contractor may not collect, and collected PPP may not contain, packaging containing Hazardous Waste.
- (f) PPP, as set out in Exhibit 4, is to be collected, stored and transported in containers as agreed to by CM. If PPP is collected in multiple streams, the contents of the streams will be agreed to by CM in writing.

3.3 Insurance

- (a) Without limiting the generality of Section 8.6 of the MSA, the Contractor shall obtain and maintain the "all risk" property insurance referred to in Section 8.6(a)(iv) of the MSA for all Depots.

3.4 Unloading PPP

- (a) The locations of the RF for each Registered Community will be provided by CM no later than thirty (30) calendar days prior to the Service Commencement Date.
- (b) Contractor will provide Transfer Services, which includes the delivery and unloading of the PPP, to the RF identified by CM. The Contractor will not release PPP to anyone other than the RF or dispose of any collected PPP, without prior written authorization from CM.

- (c) Delivery to an RF shall adhere to the following steps:
- (i) The inbound Hauling Vehicle shall pass over the weigh scale without exception. The operator of the Hauling Vehicle must provide information such that a weigh scale ticket with all required data (including but not limited to the data listed in Section 4.1(b)) can be generated.
 - (ii) The Hauling Vehicle shall go to the designated tipping floor area of the RF. The Hauling Vehicle operator must take instruction from the tipping floor supervisor and only empty its contents when permitted.
 - (iii) If the Hauling Vehicle has more than one compartment and is carrying more than one stream of PPP, such Hauling Vehicle will be directed to return to the weigh scale after emptying the first compartment to get a split weight.
 - (iv) The Hauling Vehicle must empty the single stream, fibre and container compartments on every trip to the RF. The Hauling Vehicle operator must ensure each compartment is completely emptied before moving to the next tipping floor area and before leaving the RF. The Hauling Vehicle operator shall not clean out the Hauling Vehicle in a manner that causes or may cause fibre materials to be commingled with containers or vice versa.
 - (v) If the Hauling Vehicle experiences a bulkhead failure, the Hauling Vehicle operator shall work with the tipping floor supervisor to separate the materials from each compartment.
 - (vi) In the event an RF is unable to accept PPP from a Hauling Vehicle, the Contractor shall immediately notify CM, and the Hauling Vehicle shall proceed to another RF as directed by CM. If the other RF is more than a sixty (60) minute drive from the center of a Registered Community where the PPP was collected, CM will reimburse the Contractor for reasonable expenses it incurs as a result of the Hauling Vehicle's travelling beyond the sixty (60) minute boundary.
- (d) The Hauling Vehicle operators shall comply with all operational protocol and procedures of an RF at all times.

3.5 Working Days and Hours of Operation for the Collection Services

- (a) The Contractor shall perform Collection Services at the Depots on the same days and during the same hours as the Depots were operating immediately prior to the Service Commencement Date, unless otherwise approved by CM in writing.
- (b) Collection Services for each Registered Community shall be approved by CM, in respect of provincial statutory holidays and in compliance with Alberta labour laws.
- (c) The Contractor shall bear, at its own expense, any additional or unforeseen costs including, but not limited to, overtime pay, rates for extra personnel and cost for any additional requirement or services as may be necessary to ensure continuous and uninterrupted service in accordance with Contractor's obligations under the MSA and this Statement of Work.

3.6 Promotion and Education

- (a) The Contractor will have the responsibility for implementing and executing public promotion, education and outreach programs, which will incorporate CM-developed communications, messages and images in Contractor's public promotion, education and outreach programs, as desired.
- (b) CM reserves the right, at its sole discretion, to require Contractor to seek advance approval of any or all public promotion, education and outreach materials associated with the collection of PPP, including but not limited to, recycling guides, website content and Depot signage.
- (c) Contractor must spend the total amount of the Resident Education Top Up, as defined in Section 1.1(b) of Exhibit 5, paid by CM to Contractor, on promotion, education, and outreach programs on an annual basis.
- (d) Contractor will have the responsibility for providing customer service-oriented information, such as hours of operation of the Depots.

ARTICLE 4

RECORD KEEPING AND REPORTING REQUIREMENTS

4.1 Record Keeping and Reporting Requirements

- (a) The Contractor shall provide an inventory of equipment for each Depot prior to the Service Commencement Date and shall submit an updated inventory of equipment for each Depot on an annual basis.
- (b) The Contractor shall cause the Hauling Vehicle operator to provide the following information to CM or such Person identified by CM from time to time (including the RF representative), such that the following data may be collected for each inbound Hauling Vehicle:
 - (i) Originating Registered Community ID number;
 - (ii) Valtype (i.e., Depot) as applicable to the load;
 - (iii) Type of PPP onboard (e.g., fibre stream, container stream, single stream);
 - (iv) Contractor ID number;
 - (v) Hauling Vehicle number; and
 - (vi) Hauling Vehicle licence plate number.
- (c) The Contractor shall retain records for the PPP that is collected, including and not limited to, a record of the number and types of containers picked up, and, in certain circumstances where the Contractor is not responsible for Transfer Services, the weight in metric tonnes of each load picked up from each applicable Depot by CM or a contractor identified by CM.
- (d) If applicable, outbound weigh scale receipts must be maintained and made available upon request by CM in a format and manner acceptable to CM at CM's sole discretion.
- (e) The records required under this Section 4.1 shall be provided separately for each Depot.
- (f) CM may request, from time to time, reports or information required for CM to comply with its reporting obligations to the Authority or under Applicable Law.

**ARTICLE 5
DOCUMENTATION AND PAYMENT**

5.1 Documentation and Payment

- (a) All monthly payments set forth will be payable in arrears (subject to the pro rata adjustment of any amount that is payable for a partial period) in equal monthly payments within 30 days of the last day of the previous month. If the amount of any monthly payment is adjusted in the ordinary course for either an overpayment or underpayment to the Contractor, CM will make such adjustment in good faith as it considers necessary.
- (b) If requested by CM, the Contractor shall provide CM evidence of the Work (Collection Services and Transfer Services) performed.
- (c) For greater certainty, except as expressly set out in the MSA, there shall be no increase to the prices set out in this Statement of Work for any changes to the Contractor's responsibilities.

EXHIBIT 2: DEPOTS IN REGISTERED COMMUNITIES

Registered Community	Depot Name	Street Address	City	Depot Type (Staffed/ Unstaffed)	Days of Operation per calendar month	Hours of Operation per day	Seasonal Schedule Change Details (if applicable)
Village of Warner	Recycling Drop-Off bin	1113 avenue	Warner	Unstaffed	Monday to Sunday	24 hours	Not applicable

Total number of Residential Premises in Registered Communities without curbside services: 201

***NOTE: The information is based on available information at the time of the preparation of the Statement of Work. CM holds no responsibility or liability for actual information that is different from the information presented in this Exhibit.**

EXHIBIT 3: PPP DEPOT COLLECTION STREAMS

Depot Name	Material Stream 1	Material Stream 2	Material Stream 3	Material Stream 4
Recycling Drop-Off bin	Plastics #1-7	Cardboard	Mixed paper	Tin cans and aluminum

***NOTE: CM holds no responsibility or liability for information that is different from the information presented in this Exhibit.**

EXHIBIT 4: PPP MASTER LIST BY CATEGORY

Residential PPP materials accepted will be consistent with current practices and for the initial 18-month term of the agreement except where new materials are added through the change order process.

***NOTE: CM holds no responsibility or liability for information that is different from the information presented in this Exhibit.**

DRAFT

EXHIBIT 5: COMPENSATION

1.1 Contract Price

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

- (a) \$1,051.00/month ("**Base Depot Operations and Transfer Services Compensation**"); plus
- (b) \$1.00 multiplied by the number of total number of Residential Premises in Registered Communities listed in Exhibit 2 at the start of the applicable calendar month and divided by twelve ("**Resident Education Top Up**"). Without limiting Contractor's obligations under this Statement of Work (including without limiting the cost the Contractor is required to incur to perform such obligations), the Resident Education Top Up must be used for the purpose of providing resident education in respect of the Collection Services and in accordance with Section 3.6 of Exhibit 1.

1.2 Contract Price Adjustment

The Contract Price adjustment for each calendar year of the SOW Term shall be determined as follows:

- (a) Adjusted Contract Price = Base Depot Operations and Transfer Services Compensation + CPI Price Adjustment
- (b) The "**Base Depot Operations and Transfer Services Compensation**" is the Contract Price as set out in Section 1.1(a) of this Exhibit 5.
- (c) The "**CPI Component**" is 100% of the Base Depot Operations and Transfer Services Compensation.
- (d) For the first annual anniversary of the Service Commencement Date and for each subsequent annual anniversary, the Base Depot Operations and Transfer Services Compensation shall be adjusted to account for changes in the Consumer Price Index (CPI), and the adjustment shall be equal to the Base Depot Operations and Transfer Services Compensation for the prior year multiplied by the year-over-year CPI Change (as defined in Section 1.2(e), below). The CPI Price Adjustment will increase or decrease the Base Depot Operations and Transfer Services Compensation, depending on the CPI Change. The formula for calculating CPI Price Adjustment is as follows:

CPI Price Adjustment = (Base Depot Operations and Transfer Services Compensation for the prior year) x (CPI Change)

- (e) For the purposes of this Section 1.2, "**CPI Change**" means the average annual CPI change (for all items), as published and available on the annual anniversary of the Service Commencement Date in the Alberta Consumer Price Index (Table 18-10-0004-13), accessible at the following link:

<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413&pickMembers%5B0%5D=1.23&cubeTimeFrame.startMonth=12&cubeTimeFrame.startYear=2023&referencePeriods=20231201%2C20231201>.
- (f) The CPI table used to determine the CPI Change shall be subject to revision as agreed by the Parties, in the event that Statistics Canada materially changes such index or discontinues or replaces it.



Request for Decision Joint Election Agreement

RECOMMENDATION

That Council authorize administration to enter into an agreement with Horizon School Division to provide joint election services for the October 20, 2025, municipal and school trustee election.

LEGISLATIVE AUTHORITY

BACKGROUND

During the previous election, the Village's returning officer also looked after the school board trustee election process. Horizon School Division is requesting that the Village and Horizon jointly run the 2025 election. The Village would be responsible for accepting the registrations, handing out ballots, and sealing the ballot box at the end of the evening. Horizon School Division would collect the ballot box.

RISKS/CONSEQUENCES

1. Council may provide further direction on any item contained in the report. Council shall be specific in the direction it provides.

FINANCIAL CONSIDERATIONS

TBD

ATTACHMENTS

1. Joint Election Agreement

Joint Election Services Agreement

THIS AGREEMENT entered into this _____ day of _____, A.D. 2025.

BETWEEN:

MUNICIPALITY

ADDRESS

Being a municipal corporation incorporated pursuant to
the provisions of the ***Municipal Government Act***, RS.A. 2000, c.M-26
(Herein after referred to as the "Municipality")

OF THE FIRST PART

THE HORIZON SCHOOL DIVISION

of 6302 56 Street, Taber, Alberta, T1G 1Z9

Being a School Division established pursuant to
the provision of the ***Education Act***, RS.A. 2012, c.E-0.3
(Herein after referred to as the "School Division ")

OF THE SECOND PART

WHEREAS the General Election will be held on October 20, 2025 (the Election);

AND WHEREAS pursuant to the *Local Authorities Election Act*, Revised Statutes of Alberta 2000, Chapter L-21, as amended (hereinafter called "the *Act* "), an elected authority may by resolution enter into an agreement for the conduct of an election with one or more elected authorities of local jurisdictions that do not have contiguous boundaries but do have areas in common;

AND WHEREAS the School Division is desirous of the MUNICIPALITY being responsible for the conduct of all elections for the The Horizon School Division (WARD DESCRIPTION) and ensuring compliance with the procedures prescribed under the *Act* for the holding of elections;

AND WHEREAS the elected authorities of the Municipal District and School Division have passed the requisite resolutions to allow a joint election;

NOW THEREFORE the parties hereto agree as follows:

1. The Municipal District and the School Division shall hold a joint election as allowed under Section 3 of the *Act* and as further described in this Agreement.
2. The Municipal District and the School Division shall both appoint Returning Officers for the purposes of the conduct of the 2021 Municipal Election.
3. The duties of the two Returning Officers and the conduct of the joint election will be generally based on the following premise: the School Division will ensure the obligations of the *Act* are followed until election day. Obligations of the *Act* on election day for the School Division's election will be conducted by the MUNICIPALITY in conjunction with the Municipal Election.
4. The School Division shall be responsible to give notice of nomination day in accordance with the *Act*.
5. The Returning Officer of the School Division shall receive nominations in accordance with the *Act*.
6. The Returning Officer of the School Division shall be responsible to give notice of the election in accordance with the *Act*.
7. The School Division shall undertake to print the ballots for The Horizon School Division Trustee Elections to be held Monday, October 20, 2025, and shall provide the ballots, ballot box, and elector registration forms to the MUNICIPALITY Returning Officer.
8. The MUNICIPALITY shall undertake to administer the The Horizon School Division School Board Trustee Elections to be held Monday, October 20, 2025, at the same voting station as will be utilized by the MUNICIPALITY. The MUNICIPALITY Returning Officer shall ensure that all procedures under the *Act* for holding an election are complied with.
9. At the conclusion of voting, the MUNICIPALITY Returning Officer shall seal the School Division ballot box and the School Division Returning Officer, or designate, shall collect the ballot box and left-over voting materials.
10. It shall be the School Division Returning Officer's responsibility to arrange for the counting of the ballots, declaring the election outcome, retention of and destruction of the School Division's election materials.

11. The School Division shall pay a fee to of \$XXX to the MUNICIPALITY by December 15, 2025, as compensation for the election services rendered.
12. If the MUNICIPALITY does not have a contested election, the MUNICIPALITY shall not be obliged to provide staff or services for the School Doard's election.
13. If the School Division does not have a contested election, no fee shall be payable to the MUNICIPALITY.
14. The School Division shall indemnify and save harmless the Municipal District, its officers, agents, servants and employees from and against all losses, claims, demands, suits, judgments, costs, penalties, or charges suffered by any or all of them arising out of or resulting in whole or in part from the negligent act, statement or omission, or willful misconduct of the School Division, or their officers, servants, agents and employees, in connection with or arising from the School Division Election.
15. The Municipal District shall indemnify and save harmless the School Division, its officers, agents, servants and employees from and against all losses, claims, demands, suits, judgments, costs, penalties, or charges suffered by any or all of them arising out of or resulting in whole or in part from the negligent act, statement or omission, or willful misconduct of the Municipal District, or their officers, servants, agents and employees, in connection with or arising from the School Division Election.
16. The *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, F- 25, as amended, applies to all information and records relating to, or obtained, generated, collected or provided under or pursuant to this contract, and for the purposes of the *Act*, the Municipal District will be deemed to have custody and control over all information and records, including procedures in respect of the retention and destruction of election materials.
17. The School Division and the Municipal District will conduct themselves to a standard consistent with all legislation, including ensuring that no use or disclosure will be made of the information obtained except as prescribed by law.
18. The Municipal District shall keep records in accordance with its usual accounting procedures of all costs incurred by it in respect of the election. These records shall be available for examination by the School Division at all reasonable times.
19. This Agreement shall remain in effect until completion of the 202 School Division Trustee Election.

20. Any notice(s) to be made under this Agreement shall be deemed to be given to the other party if in writing and personally delivered, sent by prepaid mail, or sent by facsimile transmission, addressed as follows:

For the Municipal District:

MUNICIPALITY

Chief Administrative Officer

ADDRESS

Municipality, Alberta XXX XXX

Fax: 403-223-1799

For the School Division:

The Horizon School Division

Secretary Treasurer

6302 56 Street

Taber, Alberta T1G 1Z9

Fax: 403-223-3547 x 10124

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals attested to by the signature of their authorized officers in that regard the day and year first above written.

MUNICIPALITY

THE HORIZON SCHOOL DIVISION

Mayor / Reeve

Returning Officer / Secretary-Treasurer

Chief Administrative Officer

Corporate Seal

Corporate Seal



Request for Decision 2025 Draft Operating Budget

RECOMMENDATION

That the 2025 operating budget be approved in the amount of _____.

LEGISLATIVE AUTHORITY

Section 242 (1) of the Municipal Government Act states each council must adopt an operating budget for each calendar year.

BACKGROUND

The second draft of the 2025 Operating Budget is ready for presentation to Council for discussion and prioritization.

RISKS/CONSEQUENCES

1. Council may provide further direction on any item contained in the report. Council shall be specific in the direction it provides.

FINANCIAL CONSIDERATIONS

None

ATTACHMENTS

1. 2025 Draft Operating Budget

2025 DRAFT Operating Budget - Village of Warner

		2022	2023	2024	YTD	2025	2025	
		ACTUAL	ACTUAL	BUDGET	December 31 2024	BUDGET	Budget vs.	Explanation
							2024 Budget	
Tax Requirement Summary								
0	General Government Services	(480,072.05)	(488,066.23)	(634,335)	(626,203.19)	(651,265)	(16,930)	
11	Council	41,790.68	30,523.93	69,100	14,843.99	65,500	(3,600)	
12	Finance / Administration	236,248.52	201,191.79	191,837	214,004.11	274,471	82,634	
23	Fire Services	446.50	32,464.30	57,045	49,632.70	80,870	23,825	
26	Municipal Enforcement	28,059.62	35,602.68	33,446	26,248.00	29,667	(3,779)	
32	Roads	232,065.77	199,779.36	174,368	111,149.30	194,490	20,122	
33	Airport	9,318.81	21,587.83	6,227	4,001.98	7,167	940	
41	Water	18,497.14	6,654.82	(20,143)	(47,590.55)	7,835	27,978	
42	Wastewater	24,648.78	33,195.65	13,435	(5,860.38)	5,500	(7,935)	
43	Solid Waste	(6,371.89)	(1,204.54)	6,002	(513.67)	(5,543)	(11,545)	
61	Planning & Development	7,954.32	6,727.03	2,000	(10,911.36)	2,000	-	
72	Recreation Administration	(44,056.85)	42,950.55	37,261	33,235.17	7,360	(29,901)	
74	Civic Centre	81,905.63	111,029.32	63,756	67,423.85	92,226	28,470	
	Operating (Surplus) Deficit	150,434.98	232,436.49	(1)	(170,540.05)	110,278	110,279	
	General Government Services	(566,036.69)	(565,338.00)	(720,252)	(730,301.13)	(763,502)	(43,250)	
	Council	-	-	-	(14,746.38)	(10,000)	(10,000)	
	Finance	(71,395.37)	(51,586.31)	(98,857)	(60,447.99)	(58,600)	40,257	
	Fire Services	(78,409.68)	(34,969.51)	(15,000)	(14,832.50)	(10,000)	5,000	
	Municipal Enforcement	(5,269.38)	146.00	(3,400)	(5,656.00)	(3,150)	250	
	Roads	(7,098.05)	(3,246.50)	(3,000)	(32,841.75)	(2,000)	1,000	
	Airport	(8,383.12)	(3,600.00)	(900)	(3,100.00)	(2,000)	(1,100)	
	Water	(237,975.55)	(211,302.44)	(210,650)	(219,180.73)	(214,250)	(3,600)	
	Wastewater	(27,385.00)	(27,490.00)	(28,000)	(27,980.00)	(28,000)	-	
	Solid Waste	(53,909.00)	(47,506.50)	(56,900)	(53,562.70)	(63,500)	(6,600)	
	Planning & Development	(190.48)	(980.96)	(28,500)	(35,114.20)	(19,000)	9,500	
	Recreation Administration	(51,367.00)	-	(19,400)	(15,000.00)	(23,400)	(4,000)	
	Civic Centre	(47,119.08)	(60,609.88)	(94,650)	(86,937.87)	(85,500)	9,150	
	Total Revenues	(1,154,538.40)	(1,006,484.10)	(1,279,509)	(1,299,701.25)	(1,282,902)	(3,393)	
	General Government Services	85,964.64	77,271.77	85,917	104,097.94	112,237	26,320	
	Council	41,790.68	30,523.93	69,100	29,590.37	75,500	6,400	
	Finance	307,643.89	252,778.10	290,694	274,452.10	333,071	42,377	
	Fire Services	78,856.18	67,433.81	72,045	64,465.20	90,870	18,825	
	Municipal Enforcement	33,329.00	35,456.68	36,846	31,904.00	32,817	(4,029)	
	Roads	239,163.82	203,025.86	177,368	143,991.05	196,490	19,122	
	Airport	17,701.93	25,187.83	7,127	7,101.98	9,167	2,040	
	Water	256,472.69	217,957.26	190,507	171,590.18	222,085	31,578	
	Wastewater	52,033.78	60,685.65	41,435	22,119.62	33,500	(7,935)	
	Solid Waste	47,537.11	46,301.96	62,902	53,049.03	57,957	(4,945)	
	Planning & Development	8,144.80	7,707.99	30,500	24,202.84	21,000	(9,500)	
	Recreation Administration	7,310.15	42,950.55	56,661	48,235.17	30,760	(25,901)	
	Civic Centre	129,024.71	171,639.20	158,406	154,361.72	177,726	19,320	
	Total Expenditures	1,304,973.38	1,238,920.59	1,279,508	1,129,161.20	1,393,180	113,672	

2025 DRAFT Operating Budget - Village of Warner

		2022	2023	2024	YTD	2025	2025/2024	Budget
		ACTUAL	ACTUAL	Budget	December 31 2024	BUDGET	Diff	Explanation
GENERAL GOVERNMENT REVENUE								
1-00-00-00-00-110	REAL PROPERTY TAX	(410,644.64)	(454,096.44)	(508,881)	(510,097.18)	(525,000)	508,881	
1-00-00-00-00-115	ALBERTA SCHOOL FOUNDATION FUND	(74,777.54)	(74,277.00)	(83,286)	(81,923.06)	(100,757)	(17,471)	
1-00-00-00-00-116	REQUISITION - SENIORS	(8,404.31)	(8,567.56)	(8,617)	(8,481.62)	(8,480)	137	
1-00-00-00-00-121	LINEAR PROPERTY TAX	(32.97)	(33.97)	(34)	(41.10)	(41)	(7)	
1-00-00-00-00-250	LAND RENTAL REVENUE	(19,960.23)	(13,700.00)	(15,000)	(8,315.00)	(13,000)	2,000	
1-00-00-00-00-510	PENALTIES ON TAXES	-	(14,663.03)	-	(15,220.27)	(10,000)	(10,000)	
1-00-00-00-00-745	GRANTS - MSI OPERATING	(52,217.00)	-	(104,434)	(104,434.00)	(104,434)	-	
1-00-00-00-00-251	LEASE AGREEMENT - BELL	-	-	-	(1,788.90)	(1,790)	(1,790)	
	TOTAL REVENUE	(566,036.69)	(565,338.00)	(720,252)	(730,301.13)	(763,502)	481,750	
GENERAL GOVERNMENT EXPENSES								
2-00-00-00-00-270	ALBERTA SCHOOL FOUNDATION FUND	74,776.91	56,082.68	74,300	84,125.33	100,757	26,457	
2-00-00-00-00-271	SENIORS HOUSING	8,404.36	18,588.67	8,617	17,107.68	8,480	(137)	
2-12-00-00-00-275	TAX DISCOUNTS	2,783.37	2,600.42	3,000	2,864.93	3,000	-	
	TOTAL EXPENSES	85,964.64	77,271.77	85,917	104,097.94	112,237	26,320	
	NET	(480,072.05)	(488,066.23)	(634,335)	(626,203.19)	(651,265)	508,070	

2025 DRAFT Operating Budget - Village of Warner

		2022	2023	2024	YTD	2025	2025/2024	Budget
		ACTUAL	ACTUAL	Budget	December 31 2024	BUDGET	Diff	Explanation
COUNCIL REVENUE								
1-11-00-00-00-777	COMMUNITY AGRICULTURE PROJECT	-	-	-	(14,746.38)	(10,000.00)	-	
	TOTAL REVENUE	-	-	-	(14,746.38)	(10,000.00)	-	
COUNCIL EXPENSES								
2-11-00-00-00-110	WAGES	17,368.80	20,983.33	20,000	19,547.82	24,500	4,500	
2-11-00-00-00-131	ER.C. - COUNCIL	156.20	-	200	-	-	(200)	
2-11-00-00-00-152	TRAVEL AND SUBSISTANCE	-	3,075.52	5,000	2,082.97	5,000	-	
2-11-00-00-00-153	CONFERENCES AND CONVENTIONS	1,972.09	-	20,000	601.68	8,000	(12,000)	AB Munis / Regional Orientation
2-11-00-00-00-211	MEMBERSHIPS	1,577.27	1,990.08	2,900	1,850.90	3,000	100	
2-11-00-00-00-230	LEGAL/AUDIT	4,308.00	-	5,000	1,512.00	5,000	-	
2-11-00-00-00-510	GENERAL SUPPLIES	1,758.32	-	1,000	58.57	6,000	5,000	
2-11-00-00-00-770	DONATIONS	14,650.00	4,475.00	15,000	3,936.43	20,000	5,000	
	ELECTION HONORARIUM	-	-	-	-	3,000	3,000	
	ELECTION SUPPLIES	-	-	-	-	1,000	1,000	
	TOTAL EXPENSES	41,790.68	30,523.93	69,100	29,590.37	75,500	6,400	
	NET	41,790.68	30,523.93	69,100	14,844	65,500	6,400	

2025 DRAFT Operating Budget - Village of Warner

		2022	2023	2024	YTD	2025	2025/2024	Budget
		ACTUAL	ACTUAL	Budget	December 31 2024	BUDGET	Diff	Explanation
FINANCE / ADMINISTRATION REVENUE								
1-11-00-00-00-410	SALE OF SUPPLIES	(120.50)	-	(50)	-	-	(3,538)	
1-12-00-00-00-193	TAX SHARE AGREEMENT	(10,975.47)	-	(13,200)	-	(13,200)	(13,998)	
1-12-00-00-00-250	GRANT SUPPORT SHARE	-	(1,250.00)	-	-	-	-	
1-12-00-00-00-410	TAX CERTIFICATES	(750.00)	(1,050.00)	(750)	(1,655.00)	(800)		
1-12-00-00-00-550	INTEREST	(14,199.81)	(29,475.64)	(10,000)	(24,654.50)	(10,000)		
1-12-00-00-00-551	NSF FEES	(220.00)	-	(150)	-	-		
1-12-00-00-00-560	RENT	(3,850.00)	(2,450.00)	(6,600)	(7,850.00)	(6,600)		
1-12-00-00-00-570	UTILITY ADMIN FEE	(21,613.59)	-	-	-	-		
1-12-00-00-00-575	OTHER	(2,000.00)	-	-	7.08	-		
1-12-00-00-00-591	FRANCHISE FEES	(17,326.00)	(17,360.67)	(18,000)	(24,951.57)	(28,000)	(28,000)	
1-12-00-00-00-777	DONATIONS	(340.00)	-	(350)	(1,344.00)	-	-	
	TRANSFER FROM RESERVE	-	-	(49,757)	-	-		
	TOTAL REVENUE	(71,395.37)	(51,586.31)	(98,857)	(60,447.99)	(58,600)	(45,537)	
FINANCE / ADMINISTRATION EXPENSES								
2-12-00-00-00-110	SALARY - GEN GOVT	29,932.20	120,820.80	127,474	139,764.37	180,000	52,526	
2-12-00-00-00-130	ER.C. - GEN GOVT	2,326.00	-	10,000	-	-	(10,000)	
2-12-00-00-00-131	EMPLOYER RRSP CONTRIBUTION	10,000.00	2,000.00	2,750	4,273.68	5,700	2,950	
2-12-00-00-00-153	TRAVEL & SUBSISTENCE	47.11	-	2,200	3,902.35	3,000	800	
2-12-00-00-00-154	TRAINING	-	234.00	1,500	-	1,800	300	
2-12-00-00-00-215	FREIGHT & POSTAGE	12,422.79	6,342.93	6,400	2,944.59	3,000	(3,400)	
2-12-00-00-00-216	TELEPHONE/FAX	11,056.67	7,066.40	10,000	5,471.58	6,000	(4,000)	
2-12-00-00-00-220	MEMBERSHIPS / ADVERTISING	2,176.32	511.06	600	568.50	600	-	
2-12-00-00-00-230	PROFESSIONAL FEES	14,779.56	12,681.31	20,000	13,360.00	17,500	(2,500)	
2-12-00-00-00-233	ASSESSOR	-	10,400.00	11,200	10,640.00	10,875	(325)	
2-12-00-00-00-239	IT NETWORK SYSTEMS/WEBSITE	-	5,384.83	15,000	21,548.40	20,000	5,000	
2-12-00-00-00-250	CONTRACTED SERVICES	38,554.88	40,286.36	27,000	25,478.21	25,000	(2,000)	
2-12-00-00-00-252	REPAIRS AND MAINTENANCE - BUILDIN	-	2,705.43	6,000	2,705.28	17,700	11,700	
2-12-00-00-00-253	REPAIRS AND MAINTENANCE - EQUIP	-	-	3,200	-	-	(3,200)	
2-12-00-00-00-272	LIBRARY/CARLS REQUISITION	4,580.72	4,394.48	4,500	4,386.72	4,925	425	
2-12-00-00-00-273	FCSS REQUISITION	2,924.32	4,932.00	2,950	2,912.00	2,971	21	2% increase
2-12-00-00-00-274	INSURANCE	36,343.66	10,979.67	15,200	12,633.00	13,950	(1,250)	
2-12-00-00-00-276	HERITAGE HANDI-BUS	-	-	2,020	2,020.00	2,020	-	
2-12-00-00-00-350	LEASES	-	5,038.20	3,600	2,893.80	3,000	(600)	
2-12-00-00-00-510	GENERAL SUPPLIES AND GOODS	5,700.46	11,766.87	6,500	2,345.30	1,500	(5,000)	
2-12-00-00-00-515	BANK SERVICE CHARGES	908.43	922.12	950	2,018.60	800	(150)	
2-12-00-00-00-516	PENALTIES INCURRED	203.02	38.76	-	35.00	-	-	
2-12-00-00-00-523	OFFICE EQUIPMENT & FURNISHINGS	3,881.00	-	1,500	3,014.53	3,500	2,000	
2-12-00-00-00-540	NATURAL GAS	5,016.29	3,722.24	5,150	5,939.37	6,110	960	
2-12-00-00-00-541	ELECTRICITY	1,092.51	2,550.64	3,000	3,029.68	3,120	120	
2-12-00-00-00-777	CHRISTMAS HAMPER	-	-	2,000	-	-	(2,000)	
2-13-00-00-00-131	ER.C. - GEN GOVT	12,012.95	-	-	-	-	-	
	Transfer to Capital	-	-	-	-	-	-	
	TOTAL EXPENSES	307,643.89	252,778.10	290,694	274,452.10	333,071	44,377	
	NET	236,248.52	201,191.79	191,837	214,004.11	274,471	(1,160)	

2025 DRAFT Operating Budget - Village of Warner

		2022	2023	2024	YTD	2025	2025/2024	Budget
		ACTUAL	ACTUAL	Budget	December 31 2024	BUDGET	Diff	Explanation
FIRE REVENUE								
1-23-00-00-00-410	FIRE DEPARTMENT REVENUE	(69,885.68)	(34,969.51)	(15,000)	(6,402.50)	(10,000)	5,000	
1-23-00-00-00-830	DONATION	(8,524.00)	-	-	(1,430.00)	-	-	
1-23-00-00-00-840	PROVINCIAL GRANT	-	-	-	(7,000.00)	-	-	
	TOTAL REVENUE	(78,409.68)	(34,969.51)	(15,000)	(14,832.50)	(10,000)	5,000	
FIRE EXPENSES								
2-23-00-00-00-154	TRAINING	-	-	5,000	11,193.37	10,000	5,000	OCS 100 and First Aid - LoS
2-23-00-00-00-200	EMERGENCY MANAGEMENT	500.00	-	500	500.00	500	-	
2-23-00-00-00-215	POSTAGE	-	-	-	43.49	100	100	
2-23-00-00-00-216	TELEPHONE AND INTERNET	387.92	1,597.94	2,000	2,796.80	2,000	-	
2-23-00-00-00-217	I AM RESPONDING APP	-	-	-	1,995.16	2,000	2,000	
2-23-00-00-00-220	MEMBERSHIPS	-	-	-	696.94	700	700	
2-23-00-00-00-252	REPAIRS & MAINT. BUILDING	4,740.16	3,083.89	5,000	519.74	5,000	-	
2-23-00-00-00-255	REPAIRS & MAINT. VEHICLES	-	1,385.49	15,000	5,436.16	10,000	(5,000)	
2-23-00-00-00-274	INSURANCE	-	4,480.26	6,170	6,170.00	8,020	1,850	
2-23-00-00-00-510	DISPATCHING	6,392.40	1,525.20	1,600	1,569.84	1,679	79	
2-23-00-00-00-511	GENERAL SUPPLIES	27,460.51	7,553.09	10,000	10,067.14	10,000	-	
2-23-00-00-00-519	SMALL EQUIPMENT PURCHASE	7,314.24	11,571.39	10,000	9,050.23	25,000	15,000	new pumper equipment/turn out gear
2-23-00-00-00-520	REPAIRS & MAINT. EQUIPMENT	6,353.02	201.56	5,000	2,943.56	5,000	-	
2-23-00-00-00-521	FUEL	4,648.62	6,765.66	4,800	5,739.64	5,000	200	
2-23-00-00-00-540	NATURAL GAS	4,924.33	3,686.76	4,500	3,102.78	3,200	(1,300)	
2-23-00-00-00-541	ELECTRICITY	(7,567.01)	1,913.70	2,000	2,234.79	2,300	300	
2-23-00-00-00-700	AMORTIZATION	23,228.94	23,228.94	-	-	-	-	
2-23-00-00-00-831	INTEREST ON DEBENTURES	473.05	439.93	475	405.56	371	(104)	
	TRANSFER TO RESERVES	-	-	-	-	-	-	
	TOTAL EXPENSES	78,856.18	67,433.81	72,045	64,465.20	90,870	18,825	
	NET	446.50	32,464.30	57,045	49,632.70	80,870	23,825	

2025 DRAFT Operating Budget - Village of Warner

		2022	2023	2024	YTD	2025	2025/2024	Budget
		ACTUAL	ACTUAL	Budget	December 31 2024	BUDGET	Diff	Explanation
MUNICIPAL ENFORCEMENT REVENUE								
1-26-00-00-00-250	BYLAW FINES	(2,600.00)	-	(500)	(2,850.00)	(750)	(250)	
1-26-00-00-00-525	ANIMAL TAGS, LICENSES, FINES	(1,145.00)	146.00	(1,900)	(1,946.00)	(1,900)	-	
1-26-00-00-00-530	TRAFFIC FINES	(1,524.38)	-	(1,000)	(860.00)	(500)	500	
	TOTAL REVENUE	(5,269.38)	146.00	(3,400)	(5,656.00)	(3,150)	250	
MUNICIPAL ENFORCEMENT EXPENSES								
2-26-00-00-00-250	CONTRACTED SERVICES	20,600.00	17,864.68	18,000	13,158.00	15,000	(3,000)	
2-26-00-00-00-275	PROVINCIAL POLICING	12,194.00	17,592.00	18,746	18,746.00	17,817	(929)	
2-26-00-00-00-510	SUPPLIES	535.00	-	100	-	-	(100)	
	TOTAL EXPENSES	33,329.00	35,456.68	36,846	31,904.00	32,817	(4,029)	
	NET	28,059.62	35,602.68	33,446	26,248.00	29,667	(3,779)	

2025 DRAFT Operating Budget - Village of Warner

		2022	2023	2024	YTD	2025	2025/2024	Budget
		ACTUAL	ACTUAL	Budget	December 31 2024	BUDGET	Diff	Explanation
ROADS REVENUE								
1-32-00-00-00-511	SERVICES PROVIDED TO RESIDENTS	(7,098.05)	(3,246.50)	(3,000)	(2,841.75)	(2,000)	1,000	includes cemetery opening and closing
	MCCAC Grant	-	-	-	(30,000.00)	-	-	
	TOTAL REVENUE	(7,098.05)	(3,246.50)	(3,000)	(32,841.75)	(2,000)	1,000	
ROAD EXPENSES								
2-32-00-00-00-110	SALARY - PUBLIC WORKS	58,480.72	38,866.34	43,861	47,120.29	86,000	42,139	
2-32-00-00-00-130	ER.C. - PUBLIC WORKS	8,189.02	-	8,800	-	-	(8,800)	
2-32-00-00-00-211	TRAVEL & SUBSISTENCE	-	-	250	-	-	(250)	
2-32-00-00-00-215	FREIGHT	-	-	-	95.24	100	100	
2-32-00-00-00-216	TELEPHONE	-	1,260.00	1,500	1,407.22	1,500	-	
2-32-00-00-00-250	CONTRACTED SERVICES	9,568.00	5,374.00	28,300	14,733.28	30,000	1,700	sweeping/grading/dust control/crushing/sidewalk repairs
2-32-00-00-00-251	ROAD AND SIDEWALK REPAIRS	-	1,196.48	-	20,913.36	-	-	
2-32-00-00-00-260	RENTALS & LEASES EQUIPMENT	-	-	500	-	500	-	
2-32-00-00-00-274	INSURANCE	-	3,668.14	5,957	5,957.00	6,520	563	
2-32-00-00-00-275	WCB	3,966.84	-	1,500	1,421.30	1,220	(280)	
2-32-00-00-00-510	GOODS and SUPPLIES	2,342.19	3,498.25	5,000	2,007.60	5,000	-	line painting supplies / road signs and posts
2-32-00-00-00-511	MAINTENANCE MATERIALS	48,181.86	36,594.44	38,000	535.24	10,000	(28,000)	MG 30/crushed gravel/washed gravel/topsoil/
2-32-00-00-00-520	EQUIPMENT PARTS and TOOLS	(666.67)	-	1,000	-	500	(500)	
2-32-00-00-00-521	FUEL/OIL	8,141.74	3,987.41	5,000	8,039.68	6,500	1,500	
2-32-00-00-00-522	REPAIRS & MAINT. EQUIPMENT	166.26	7,787.04	1,500	4,320.24	5,000	3,500	
2-32-00-00-00-523	REPAIRS & MAINT. VEHICLES	3,868.64	-	2,000	45.00	1,000	(1,000)	
2-32-00-00-00-530	REPAIRS & MAINT. BUILDING	-	-	1,000	599.59	5,000	4,000	Building Painting
2-32-00-00-00-540	NATURAL GAS	2,393.66	2,062.21	2,500	2,507.22	2,580	80	
2-32-00-00-00-541	ELECTRICITY	3,219.36	3,967.95	4,000	2,819.56	2,900	(1,100)	
2-32-00-00-00-542	STREET LIGHTS	19,241.73	19,510.21	26,500	31,284.53	32,000	5,500	
2-32-00-00-00-700	AMORTIZATION	71,855.31	75,053.28	-	-	-	-	
2-32-00-00-00-830	LOAN INTEREST	215.16	200.11	200	184.70	170	(30)	
2-32-00-00-00-263	TRANSFER TO CAPITAL	-	-	-	-	-	-	
	TOTAL EXPENSES	239,163.82	203,025.86	177,368	143,991.05	196,490	19,122	
	NET	232,065.77	199,779.36	174,368	111,149.30	194,490	20,122	

2025 DRAFT Operating Budget - Village of Warner

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2025 DRAFT Operating Budget - Village of Warner

		2022	2023	2024	YTD	2025	2025/2024	Budget
		ACTUAL	ACTUAL	Budget	December 31 2024	BUDGET	Diff	Explanation
WATER REVENUE								
1-41-00-00-00-250	WATER SERVICE HOOK UP	(2,757.07)	-	-	-	-	-	
1-41-00-00-00-410	WATER SALES	(137,762.40)	(159,245.57)	(155,000)	(162,731.43)	(160,000)	(5,000)	
1-41-00-00-00-411	CONTRACT WORK FOR RESIDENTS	-	-	(500)	-	-	500	
1-41-00-00-00-412	WATER LINE REPYAMENT	(42,081.00)	(40,373.00)	(41,000)	(42,191.50)	(42,000)	(1,000)	
1-41-00-00-00-415	WATER SALES - BULK	(53,571.56)	(9,299.12)	(10,000)	(11,552.58)	(10,000)	-	
1-41-00-00-00-430	UTILITY CROSSING	-	-	(2,650)	(233.33)	(250)	2,400	
1-41-00-00-00-510	PENALTIES ON UTILITIES	(1,803.52)	(2,384.75)	(1,500)	(2,471.89)	(2,000)	(500)	
	TOTAL REVENUE	(237,975.55)	(211,302.44)	(210,650)	(219,180.73)	(214,250)	(3,600)	
WATER EXPENSES								
2-41-00-00-00-110	SALARY - WATER	5,290.95	2,291.60	2,337	247.50	-	(2,337)	
2-41-00-00-00-130	ER.C. - WATER	651.67	-	700	-	-	(700)	
2-41-00-00-00-211	COURSES, MEALS, TRAVEL	-	-	-	65.00	2,000	2,000	
2-41-00-00-00-215	FREIGHT & POSTAGE	-	-	700	-	-	(700)	
2-41-00-00-00-220	MEMBERSHIPS	-	-	115	-	-	(115)	
2-41-00-00-00-230	CONTRACTED SERVICES	126,014.35	104,271.81	100,000	137,178.77	140,000	40,000	.98 m3
2-41-00-00-00-240	RESIDENT REPAIRS	-	-	20,000	225.00	10,000	(10,000)	
2-41-00-00-00-250	CONTRACTED PURCHASE & WORK	1,252.94	-	10,000	2,757.07	20,000	10,000	
2-41-00-00-00-260	UTILITY CROSSING	220.43	1,880.25	1,900	2,193.00	2,500	600	
2-41-00-00-00-274	INSURANCE	-	5,546.93	4,055	4,055.00	7,235	3,180	
2-41-00-00-00-415	BULK WATER SALES REFUNDS	7,407.72	-	-	330.60	-	-	
2-41-00-00-00-510	GENERAL SUPPLIES & GOODS	3,594.28	(1,337.84)	2,000	926.16	2,000	-	
2-41-00-00-00-520	EQUIPMENT PARTS & SUPPLIES	5,706.56	4,258.50	5,000	2,565.00	5,000	-	
2-41-00-00-00-521	FUEL/OIL	380.50	-	500	-	500	-	
2-41-00-00-00-522	REPAIRS & MAINT. EQUIPMENT	1,758.80	-	5,000	2,067.36	5,000	-	
2-41-00-00-00-531	CHEMICALS	12,044.50	9,487.20	10,500	933.20	10,000	(500)	
2-41-00-00-00-540	NATURAL GAS	5,193.41	4,119.21	5,000	4,516.37	4,650	(350)	
2-41-00-00-00-541	ELECTRICITY	3,045.41	4,629.56	4,700	9,455.26	9,200	4,500	
2-41-00-00-00-700	AMORTIZATION	65,607.58	65,700.96	-	-	-	-	
2-41-00-00-00-760	TRANSFER TO CAPITAL	-	-	-	-	-	-	
2-41-00-00-00-830	DEBT SERVICING - WATERLINE LOAN	18,303.59	17,109.08	18,000	4,074.89	4,000	(14,000)	
		256,472.69	217,957.26	190,507	171,590.18	222,085	31,578	
	NET	18,497.14	6,654.82	(20,143)	(47,590.55)	7,835	27,978	

2025 DRAFT Operating Budget - Village of Warner

		2022	2023	2024	YTD	2025	2025/2024	Budget
		ACTUAL	ACTUAL	Budget	December 31 2024	BUDGET	Diff	Explanation
WASTEWATER REVENUE								
1-42-00-00-00-410	WASTEWATER FEES	(27,385.00)	(27,490.00)	(27,500)	(27,430.00)	(27,500)	-	
1-42-00-00-00-250	CONTRACT WORK FOR RESIDENTS	-	-	(500)	(550.00)	(500)	-	
							-	
	TOTAL REVENUE	(27,385.00)	(27,490.00)	(28,000)	(27,980.00)	(28,000)	-	
WASTEWATER EXPENSES								
2-42-00-00-00-110	WAGES	-	-	785	-	-	(785)	
2-42-00-00-00-131	ER.C. - WATER	-	-	150	-	-	(150)	
2-42-00-00-00-240	RESIDENT REPAIRS	-	6,609.00	20,000	2,500.00	10,000	(10,000)	
2-42-00-00-00-250	CONTRACTED SERVICES	-	2,575.01	10,000	9,268.01	10,000	-	
2-42-00-00-00-260	RENTALS & LEASES EQUIPMENT	-	-	-	869.61	1,000	1,000	
2-42-00-00-00-510	GENERAL SUPPLIES & GOODS	532.14	-	500	-	500	-	
2-42-00-00-00-531	CHEMICALS	-	-	10,000	9,482.00	12,000	2,000	
2-42-00-00-00-700	AMORTIZATION	51,501.64	51,501.64	-	-	-	-	
	TOTAL EXPENSES	52,033.78	60,685.65	41,435	22,119.62	33,500	(7,935)	
	NET	24,648.78	33,195.65	13,435	(5,860.38)	5,500	(7,935)	

2025 DRAFT Operating Budget - Village of Warner

		2022	2023	2024	YTD	2025	2025/2024	Budget
		ACTUAL	ACTUAL	Budget	December 31 2024	BUDGET	Diff	Explanation
SOLID WASTE REVENUE								
1-43-00-00-00-410	GARBAGE FEES	(47,409.00)	(47,506.50)	(50,400)	(47,062.70)	(47,500)	2,900	
1-43-00-00-00-411	RECYCLING REVENUE	-	-	-	-	(9,500)	(9,500)	CM April-Dec
1-43-00-00-00-840	COUNTY COST SHARE	(6,500.00)	-	(6,500)	(6,500.00)	(6,500)	-	
	TOTAL REVENUE	(53,909.00)	(47,506.50)	(56,900)	(53,562.70)	(63,500)	(6,600)	
SOLID WASTE EXPENSES								
2-43-00-00-00-110	SALARY - SOLID WASTE	12,500.00	14,610.01	14,902	15,184.50	16,000	1,098	
2-43-00-00-00-131	ER.C. - SOLID WASTE	903.39	-	1,500	-	-	(1,500)	
2-43-00-00-00-205	BOARDS & AGENCIES	11,722.91	11,313.09	12,500	11,652.52	12,002	(498)	increase of 3% from 31.24 to 32.18
2-43-00-00-00-231	CONTRACTED RECYCLING	2,335.45	1,055.44	12,000	6,428.22	7,000	(5,000)	
2-43-00-00-00-250	CONTRACT LABOUR	161.95	-	-	-	-	-	
2-43-00-00-00-251	CONTRACTED SOLID WASTE PICKUP	18,600.00	18,600.00	19,500	17,885.00	20,000	500	
2-43-00-00-00-510	GENERAL SUPPLIES & GOODS	97.49	-	500	-	500	-	
2-43-00-00-00-522	REPAIRS & MAINT. EQUIPMENT	402.00	-	1,000	-	500	(500)	
2-43-00-00-00-541	ELECTRICITY	813.92	723.42	1,000	1,898.79	1,955	955	
							-	
	TOTAL EXPENSES	47,537.11	46,301.96	62,902	53,049.03	57,957	(4,945)	
	NET	(6,371.89)	(1,204.54)	6,002	(513.67)	(5,543)	(11,545)	

2025 DRAFT Operating Budget - Village of Warner

[illegible]

2025 DRAFT Operating Budget - Village of Warner

		2022	2023	2024	YTD	2025	2025/2024	Budget
		ACTUAL	ACTUAL	Budget	December 31 2024	BUDGET	Diff	Explanation
	RECREATION ADMINISTRATION REVENUE							
1-72-00-00-00-410	CONTRACT WORK FOR RESIDENTS	-	-	(200)	-	-	200	
1-72-00-00-00-850	COUNTY RECREATION GRANT	(51,367.00)	-	(15,000)	(15,000.00)	(15,000)	-	
	SUMMER JOBS GRANT	-	-	(4,200)	-	(8,400)	(4,200)	
	TOTAL REVENUE	(51,367.00)	-	(19,400)	(15,000.00)	(23,400)	(4,000)	
	RECREATION ADMINISTRATION EXPENSES							
2-72-00-00-00-110	SALARY - RECREATION	-	31,468.41	28,461	30,895.99	10,000	(18,461)	only summer staff
2-72-00-00-00-131	ER.C. - RECREATION	17.79	-	5,000	-	-	(5,000)	
2-72-00-00-00-153	TRAVEL	-	-	2,000	-	-	(2,000)	
2-72-00-00-00-154	TRAINING	-	-	1,200	-	-	(1,200)	
2-72-00-00-00-250	CONTRACTED	3,756.87	5,250.00	10,000	13,782.14	15,000	5,000	spraying/trees
2-72-00-00-00-251	REPAIRS AND MAINTENANCE	-	-	5,000	1,364.16	1,500	(3,500)	
2-72-00-00-00-510	GENERAL SUPPLIES	327.99	1,335.96	2,500	460.41	2,000	(500)	siloutte - Christmas light
2-72-00-00-00-521	FUEL	-	556.02	1,000	511.56	1,000	-	
2-72-00-00-00-541	ELECTRICITY	678.76	1,125.71	1,500	1,220.91	1,260	(240)	
2-72-00-00-00-700	AMORTIZATION	2,528.74	3,214.45	-	-	-	-	
2-72-00-00-00-762	TRANSFER TO CAPITAL	-	-	-	-	-	-	
	TOTAL EXPENSES	7,310.15	42,950.55	56,661	48,235.17	30,760	(25,901)	
	NET	(44,056.85)	42,950.55	37,261	33,235.17	7,360	(29,901)	

2025 DRAFT Operating Budget - Village of Warner

		2022	2023	2024	YTD	2025	2025/2024	Budget
		ACTUAL	ACTUAL	Budget	December 31 2024	BUDGET	Diff	Explanation
CIVIC CENTRE REVENUE								
1-41-00-00-00-560	ADVERTISING	-	-	(2,000)	-	-	2,000	
1-74-00-00-00-100	KITCHEN LEASE	(800.00)	(2,750.00)	(1,650)	(650.00)	(1,500)	150	
1-74-00-00-00-400	RINK FEES	(31,131.58)	(37,270.59)	(38,000)	(36,221.87)	(36,000)	2,000	
1-74-00-00-00-410	KEY FOBS - CIVIC CENTRE	(1,240.00)	(260.00)	(500)	(1,566.00)	(1,000)	(500)	
1-74-00-00-00-541	ELECTRICITY	-	-	-	-	-	-	
1-74-00-00-00-570	RINK RENTALS	(770.00)	(4,799.29)	-	(1,586.00)	-	-	
1-74-00-00-00-575	DONATIONS	(1,800.00)	-	(2,000)	3,000.00	-	2,000	
1-74-00-00-00-850	COUNTY RECREATION GRANT	-	-	(35,000)	(38,472.00)	(35,000)	-	
1-74-00-00-01-560	GYM MEMBERSHIP FEES	(11,377.50)	(15,530.00)	(15,500)	(11,442.00)	(12,000)	3,500	
	TOTAL REVENUE	(47,119.08)	(60,609.88)	(94,650)	(86,937.87)	(85,500)	9,150	
CIVIC CENTRE EXPENSES								
2-74-00-00-00-109	LIBRARY (JANITORIAL)	1,672.00	2,753.66	2,800	3,694.50	4,000	1,200	
2-74-00-00-00-110	WAGES - CIVIC CENTRE	17,660.13	40,683.87	43,000	39,454.13	45,000	2,000	
2-74-00-00-00-130	ER.C - CIVIC CENTRE	1,680.19	-	5,000	-	-	(5,000)	
2-74-00-00-00-211	TRAVEL & TRAINING	1,295.30	-	250	641.80	-	(250)	
2-74-00-00-00-216	TELEPHONE AND INTERNET	-	-	-	823.28	900	900	
2-74-00-00-00-220	MEMBERSHIPS	1,555.00	179.97	180	840.37	750	570	
2-74-00-00-00-230	CONTRACTED PERSONNEL	13,060.22	-	-	-	-	-	
2-74-00-00-00-239	IT SUPPORT/EQUIPMENT	-	-	500	-	500	-	
2-74-00-00-00-250	REPAIRS & MAINT	8,067.58	7,078.18	-	897.87	-	-	
2-74-00-00-00-274	INSURANCE	-	34,622.23	33,526	33,526.00	37,941	4,415	
2-74-00-00-00-350	CONTRACTED SERVICES	15,389.99	5,407.89	5,000	1,537.50	5,000	-	
2-74-00-00-00-360	LEASES	-	-	150	202.40	-	(150)	
2-74-00-00-00-510	GENERAL SUPPLIES & GOODS	5,944.95	6,433.30	5,000	6,166.00	5,000	-	
2-74-00-00-00-511	JANITORIAL SUPPLIES	-	164.14	500	2,479.51	1,000	500	
2-74-00-00-00-520	REPAIRS & MAINT EQUIPMENT	4,948.24	9,482.31	25,000	32,798.07	25,000	-	
2-74-00-00-00-521	FUEL / OIL / PROPANE	-	1,469.71	1,500	873.46	1,000	(500)	
2-74-00-00-00-522	REPAIRS & MAINT. BUILDING	3,350.85	3,939.33	8,000	1,208.94	5,000	(3,000)	
2-74-00-00-00-540	NATURAL GAS	11,321.51	10,394.10	12,000	12,643.15	13,000	1,000	
2-74-00-00-00-541	ELECTRICITY	11,416.46	11,643.43	12,000	12,989.06	13,360	1,360	
2-74-00-00-00-700	AMORTIZATION	27,483.88	33,499.87	-	-	-	-	
2-74-00-00-01-831	SOLAR PANEL DEBENTURE	4,178.41	3,887.21	4,000	3,585.68	3,275	(725)	
	transfer to capital	-	-	-	-	17,000	17,000	
	TOTAL EXPENSES	129,024.71	171,639.20	158,406	154,361.72	177,726	19,320	
	NET	81,905.63	111,029.32	63,756	67,423.85	92,226	28,470	

2025 Operational Projects

General Government		
assessment growth		
education tax requisition increase		
Increase on insurance across all departments		
Council		
Election	\$ 4,000.00	
Regional Orientation	\$ 1,200.00	
WCAP 1st year Disbursement	\$ 10,000.00	
§ 2 to AB Munis	\$ 6,000.00	
Additional Orientation/EOEP Courses	\$	
Technology (ipads)	\$ 6,000.00	
EO Honorarium Increase	\$ 1,800.00	
	\$ 29,000.00	
Administration		
Chamber Flooring	\$ 4,000.00	CF increase
Village Admin building sign	\$ 500.00	CF
Paint Admin building	\$ 5,000.00	CF increase
Paint PW building	\$ 4,000.00	CF increase
IT	\$ 5,000.00	CF increase
Owl	\$ 2,000.00	
Grant Writer	\$	
	\$ 20,500.00	
Fire		
Training	\$ 5,000.00	
New pumper equipment/turn out gear	\$ 20,000.00	
	\$ 25,000.00	
Roads		
Playground zone signs/posts	\$ 4,000.00	CF
Crosswalk painting	\$ 1,000.00	CF
	\$ 5,000.00	
Airport		
Rental Income?	\$ -	
	\$ -	
Water		
Training	\$ 2,000.00	
	\$ 2,000.00	
Planning and Development		
Orthophoto	\$ 1,700.00	
	\$ 1,700.00	
Parks and Recreation		
Christmas Lights (\$1,200 per siloutte)	\$ 1,200.00	CF
Increase to arbourist budget	\$ 5,000.00	
	\$ 6,200.00	
Civic Centre		
Camera for online monitoring of systems	\$ 1,800.00	
Library LED lighting	\$	
EV Charger light	\$ 650.00	
Line for Live Barn		
	\$ 2,450.00	
GRAND TOTAL	\$ 66,850.00	



Request for Decision 2025 Capital Plan Adjustment

RECOMMENDATION

That Council approve the 2025 capital plan adjustment in the amount of _____.

LEGISLATIVE AUTHORITY

Section 245 of the Municipal Government Act states each council must adopt a capital budget for each calendar year.

BACKGROUND

Council approved the 2025 Capital Budget at their December 18, 2024, Council meeting.

Adjustments have been made and are presented to Council for discussion and prioritization.

RISKS/CONSEQUENCES

1. Council may provide further direction on any item contained in the report. Council shall be specific in the direction it provides.

FINANCIAL CONSIDERATIONS

None

ATTACHMENTS

1. 2025 Capital Plan Adjustment

2025 Capital Budget Adjustment

Grant Dollars and Reserves

Carry Forward 2024
Current Year 2025

LGFF	Reserves	CCBF
\$ (114,324)	\$ (764,342)	\$ (156,605)
\$ (257,603)	\$ -	\$ (71,206)
\$ (371,927)	\$ (764,342)	\$ (227,811)

Approved December 18 2024

Dept.	Project Description	2025 Proposed Budget Estimated Cost	TF from Operating - money we will have	LGFF	Debentures / Loan	From Reserves - money we have from beginning of year	Other Funds	CCBF	Total Funds	Notes
00 General Government										
	HVAC Replacement	\$ 177,000				\$ 177,000				moved to operating transfer
	Total	\$ 177,000	\$ -			\$ 177,000	\$ -		\$ 177,000	
32 Roads										
	Sidewalks	\$ 25,000						\$ 25,000		Wheelchair ramp at admin office
	Civic Centre Laneway - engineering	\$ 3,200						\$ 3,200		
	7th Avenue Curb and Gutter									405 m x 2 = 810 m
	Street Rehabilitation	\$ 125,000		\$ 125,000						end of 5th/6th
	Total	\$ 153,200	\$ -	\$ 125,000		\$ -		\$ 28,200	\$ 153,200	
41 Water										
	Design Concept/ IMP	\$ -								
	Total	\$ -		\$ -			\$ -	\$ -	\$ -	
42 Wastewater										
	Manhole	\$ 50,000						\$ 50,000		4th Avenue & 2nd Street/ 3rd A /2 S
	Camera along 4th Avenue	\$ 10,000						\$ 10,000		post office / Grocery Store
	Total	\$ 60,000		\$ -				\$ 60,000	\$ 60,000	
74 Civic Centre										
	Ice Plant	\$ 1,000,000			\$ 200,000		\$ 800,000			
	LED Lighting - Library	\$ 5,000					\$ 5,000			
	Brine Pump	\$ 17,000	\$ 17,000							
	Zamboni	\$ 100,000					\$ 100,000			
	Total	\$ 1,122,000	\$ 17,000	\$ -	\$ 200,000	\$ -	\$ 905,000	\$ -	\$ 1,122,000	
Total 2025 Capital Budget		\$ 1,512,200	\$ 17,000	\$ 125,000	\$ 200,000	\$ 177,000	\$ 905,000	\$ 88,200	\$ 1,512,200	
NET				\$ (246,927)		\$ (587,342)		\$ (139,611)		