



# Agenda

Call to Order

National Anthem

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November 19, 2014

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1.1.	Planning & Development	Jenn Martin
1.2.	Engineering & Transportation	Sonya Wrigglesworth
1.3.	Community Services, FCSS & Sustainability	Annette Driessen
1.4.	Information & Protective Services	Nesen Naidoo
1.5.	Administration	Manny Deol

2.0	Council Reports	
2.1.	Councillor Shular	
2.2.	Councillor Wheeler	
2.3.	Councillor Bossert	
2.4.	Councillor Nadeau	
2.5.	Councillor Long	
2.6.	Mayor McLean	

3.0	Adjournment	
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## Meeting Minutes

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### **THOSE PRESENT:**

Deputy Mayor Long  
Councillor Nadeau  
Councillor Shular  
Councillor McClure  
Councillor Bossert  
Councillor Wheeler  
Nesen Naidoo, Assistant Town Manager  
Annette Driessen, Director of Community Services  
Jenn Martin, Planning & Development Officer  
Chandra Dyck, Legislative Services Coordinator  
Jill Buehler, Communications & Marketing Coordinator  
Sonya Wigglesworth, Director of Engineering  
Krystle Kotyk, Administrative Assistant  
Jason Thompson, Audio/Video  
Tom Thomson, Fire Chief  
Sgt. Chris Delisle, RCMP  
Courtney Whalen, Drayton Valley Western Review  
Reinisa MacLeod, CIBW Radio  
Members of the Public

### **ABSENT:**

Mayor McLean  
Manny Deol, Town Manager

### **CALL TO ORDER**

Deputy Mayor Long called the meeting to order at 9:00 a.m.

#### **1.0 Additions to the Agenda**

No items were added to the October 29, 2014 Regular Meeting of Council agenda.

#### **2.0 Adoption of Agenda**

##### **RESOLUTION #267/14**

Councillor Shular moved to adopt the agenda for the October 29, 2014 Regular Meeting of Council as presented.

**CARRIED UNANIMOUSLY**

### **3.0 Corrections or Amendments:**

- 3.1. October 8, 2014 Regular Meeting of Council Minutes  
There were no corrections or amendments to the October 8, 2014 Regular Meeting of Council Minutes.
- 3.2. October 8, 2014 Organizational Meeting of Council Minutes  
There were no corrections or amendments to the October 8, 2014 Organizational Meeting of Council Minutes.
- 3.3. October 8, 2014 Public Hearing Minutes for Bylaw 2014/09/P  
There were no corrections or amendments to the October 8, 2014 Public Hearing Minutes for Bylaw 2014/09/P.
- 3.4. October 8, 2014 Public Hearing Minutes for Bylaw 2014/15/D  
There were no corrections or amendments to the October 8, 2014 Public Hearing Minutes for Bylaw 2014/15/D.
- 3.5. October 8, 2014 Public Hearing Minutes for Bylaw 2014/17/D  
There were no corrections or amendments to the October 8, 2014 Public Hearing Minutes for Bylaw 2014/17/D.
- 3.6. October 14, 2014 Special Meeting of Council Minutes  
There were no corrections or amendments to the October 14, 2014 Special Meeting of Council Minutes.

### **4.0 Adoption of:**

- 4.1. October 8, 2014 Regular Meeting of Council Minutes
- 4.2. October 8, 2014 Organizational Meeting of Council Minutes
- 4.3. October 8, 2014 Public Hearing Minutes for Bylaw 2014/9/P
- 4.4. October 8, 2014 Public Hearing Minutes for Bylaw 2014/15/D
- 4.5. October 8, 2014 Public Hearing Minutes for Bylaw 2014/17/D
- 4.6. October 14, 2014 Special Meeting of Council Minutes

#### **RESOLUTION #268/14**

Councillor Bossert moved to adopt the Minutes of the October 8, 2014 Regular Meeting of Council, the October 8, 2014 Organizational Meeting of Council, the October 8, 2014 Public Hearing for Bylaw 2014/9/P, the October 8, 2014 Public Hearing for Bylaw 2014/15/D, the October 8, 2014 Public Hearing for Bylaw 2014/17/D, and the October 14, 2014 Special Meeting of Council as presented.

**CARRIED UNANIMOUSLY**

### **5.0 Proclamations**

- 5.1. Bullying Awareness Week  
Deputy Mayor Long declared the week of November 16 to 22, 2014, as "Bullying Awareness Week" in the Town of Drayton Valley.



5.2. Seniors' Falls Prevention Month

Deputy Mayor Long declared the month of November, 2014, as "Seniors' Falls Prevention Month" in the Town of Drayton Valley.

**6.0 Community Spotlight**

6.1. Derrick Toastmasters: Marc Haine

Mr. Marc Haine explained that on October 22, 2014, Toastmasters International celebrated their 90<sup>th</sup> year and Derrick Toastmasters has been in Drayton Valley for 25 years. Toastmasters is a non-profit organization that encourages personal development by teaching leadership skills and public speaking. The Derrick Toastmasters meet every Wednesday at 7:00 p.m. at NorQuest College Drayton Valley Campus. The age to join Toastmasters is 18+.

**7.0 Delegations**

7.1. Sgt. Delisle – RCMP Report for September 2014

Sgt. Delisle explained that September was quiet for the Town as most calls received were from the County. The RCMP Policing statistics for September included 544 calls for service. There was a decrease in person crime and property crime from last month and a slight increase from last year. The number of charges laid for drug possession was higher. Sgt. Delisle advised that this is not because there are more drugs in the area but instead a higher percentage of people in possession are being arrested. He added that Drayton Valley is in the North West Region and the Town statistics are within the norm for the rest of the region.

November 4, 2014, will be the second part of the RCMP Public Information Sessions at 6:30 p.m. at the MacKenzie Conference Centre. In attendance will be Christine Palmer, Crown Prosecutor.

Sgt. Delisle advised that the new Staff Sergeant, Malcolm Callihoo, will start on November 7, 2014. He added that he, himself, will not be leaving the Drayton Valley Detachment, only resuming his position as Sergeant.

**8.0 Public Time**

Deputy Mayor Long called for comments from the floor.

Mr. Frank Newberry advised that he is a resident of Drayton Valley and a veteran of the Canadian Military. During the afternoon of Monday, September 22, 2014, between 3:00 p.m. and 4:00 p.m., he conducted his own traffic count. He provided Council with a letter outlining the statistics he collected and explained that his concern is safety. Administration advised that they will take this information and the Town will conduct a traffic count. Councillor Nadeau explained that it is part of the budget discussions this year and it is on the priority list. Mr. Newberry also expressed concern over adequate security for Remembrance Day events and Councillor McClure advised that his concern is an RCMP matter.

## 9.0 Decision Items

### 9.1. Subdivision Application DV/14/08 4729-47 Ave

Councillor Nadeau explained that Administration has received the following report from West Central Planning Agency regarding an application for a residential subdivision for the lands at 4729-47 Avenue; to allow for the development of a duplex to be built on the two respected lots. One concern that was noted in the site analysis was the provision for parking space.

The draft approval letter contains standard conditions to include front street access for additional parking and to ensure the developer consults with utility companies to ensure regulations are followed during and prior to the construction phase. The conditions read:

1. The Developer is to engage an Alberta Land Surveyor to prepare a plan of subdivision for registration at Land Titles Office subject to the attached subdivision drawing dated August 6th, 2014.
  - a. Please instruct your surveyor to use the Town's block numbering system.
  - b. If the property is to be sold or mortgaged in the near future, it might be advisable to have the surveyor do a Real Property Report when he visits the site to deal with the subdivision. However, that is not a condition of subdivision approval.
2. The landowners shall register "Party Wall Agreements" concurrently with the subdivision.
3. If necessary the developer is to build all necessary roads, drainage ways, water and sewer lines, and other utilities to serve the proposed lots, and is to enter into a development agreement with the municipality under section 655 of the Municipal Government Act which the Town of Drayton Valley will specify the standards of these improvements.
4. The Developer is to provide front street access off of 47A Avenue to accommodate additional parking as parking in the rear of the property does not meet the parking requirements of the Town of Drayton Valley's Land Use Bylaw. The front street access is to meet the Town of Drayton Valley's Engineering Standards.
5. The Developer is to pay any off-site levies required by the Town of Drayton Valley's bylaw.
6. The Developer is to contact the utilities (Fortis, Evergreen Gas Co-Op, ATCO Gas, etc.) to determine whether any new utility services and/or easements are required, and provide written confirmation from the utilities that any necessary arrangements have been made.
7. The Developer is to pay any outstanding taxes owing on the property to the Town.

8. The Developer is exempted from the 200 dollar endorsement fee due to overpaying during the initial application process.
9. No reserves are due pursuant to Section 663 (c) of the MGA. Land that is subject for subdivision and is 0.8 hectares (2 acres) or less does require reserves dedication.

Councillor Shular stated he has concern with condition #4. He explained that the area has a lot of on-street parking and this development may not be favourable to on-street parking. He also expressed concern over there being no condition to replant trees that may be removed during the building process. Ms. Martin clarified that front-street parking is a parking space on the lot at the front of the property.

#### **RESOLUTION #269/14**

Councillor Nadeau moved that Council approve subdivision application DV/14/08 with the conditions as attached.

**CARRIED**

**OPPOSED: Councillor Shular**

9.2. Development Permit DV14-158 3757-49 Ave, Chimney Variance

Councillor Shular explained that on September 8, 2014, a Compliance Certificate had been issued for Lot 24, Block 214, Plan 862 1192, and municipally described as 3757-49 Avenue. In reviewing the Real Property Report, it had been noted that the chimney on the principal dwelling was not meeting the required setbacks of the Land Use Bylaw. In order for the subject property to be brought into compliance, a variance application must be applied for to allow the structure to remain.

If Development Permit DV14-158 is approved the following conditions are recommended:

1. A variance of 40% of the side yard setback is granted to 0.89 metres.
2. All those standard development conditions as outlined in the Town of Drayton Valley Development Permit that are applicable (attached).
3. Subject to a fourteen (14) day advertising and appeal period from the Date of Issue. Any activity within this fourteen (14) day appeal period is at the discretion of the Developer.
4. Subject to any/all Federal, Provincial or Municipal Permits as required. These may be, but are not limited to, building and/or safety codes permits as required by the Alberta Building Code.
5. The principal building is shown to be a minimum of 0.89 metres from the west side property line. Council has approved the 0.89 metre setback with Permit Number DV14-158 at the October 29, 2014 Regular Meeting of Council. Pursuant to Bylaw 2007/24/D, these setbacks do not meet the requirements of the Bylaw and is therefore considered legal non-conforming. A non-conforming building may continue to be used, but the building may not be enlarged, added to, rebuilt or structurally altered, except to make it a conforming building or for routine maintenance of the building.

**RESOLUTION #270/14**

Councillor Shular moved that Council approve Development Permit DV14-158 for variance of the west side yard setback of the principal dwelling with the conditions as noted.

**CARRIED UNANIMOUSLY**

9.3. Rezoning Bylaw 2014/10/D 4503-49 St, 3<sup>rd</sup> Reading

Councillor McClure explained that Administration has received an application to rezone a parcel of land legally described as Lot 7, Block 66, Plan 084 0074 and municipally described as 4503-49 Street. The proposed rezoning would change the land use from the current R2 – General Residential District to C1 – Central Commercial District. The Developer is proposing to develop a gas bar with convenience store, two bay car wash, drive thru restaurant, and a liquor store, all of which are discretionary uses under the C1 zoning and are considered non pedestrian oriented uses. Those uses which are included as “discretionary” under the C1 zoning would require the approval of Council in order to receive Development Permit approval.

Ms. Dyck explained that the refusal motion may cause misunderstanding. Therefore, she recommended that the current motion be withdrawn and a new motion be brought forward to approve rezoning. It was advised that doing this would not inhibit Council’s ability to vote to oppose the rezoning; it would just assist in clarification.

Councillor Shular read a statement that he prepared and stated that he is opposed to this rezoning but is in favour of the Developer operating in this community.

Councillor Bossert expressed that she would like to see more housing in this community and it is her hope is that the Developer move forward with accessible housing, as they had discussed.

Councillor Nadeau noted that she is proud of the residents of Drayton Valley for speaking up and letting it be known how they really feel.

**Deputy Mayor Long was unable to vote on item 9.3. Rezoning Bylaw 2014/10/D 4503-49 St 3rd Reading as he was not in attendance for the September 10, 2014 Public Hearing.**

**RESOLUTION #252/14 (as tabled at the October 8, 2014 Regular Meeting of Council)**

Councillor McClure moved that Council refuse to give third reading to Bylaw 2014/10/D for amendment of the Land Use Bylaw based on the lack of information provided as well as the feedback received from adjacent landowners.

**RESOLUTION #271/14**

Councillor Bossert moved to withdraw the current motion to refuse to give third reading to Bylaw 2014/10/D.

**DEFEATED**                      **IN FAVOUR: Councillors McClure, Wheeler, Bossert, and Nadeau**  
**OPPOSED: Councillor Shular**

**RESOLUTION #252/14 (as tabled at the October 8, 2014 Regular Meeting of Council)**  
**DEFEATED** **IN FAVOUR: Councillors Shular and McClure**  
**OPPOSED: Councillors Wheeler, Bossert, and Nadeau**

**RESOLUTION #272/14**

Councillor McClure moved that Council gives third and final reading to Bylaw 2014/10/D for the amendment of the Land Use Bylaw and subsequent rezoning to allow development to proceed.

**CARRIED** **IN FAVOUR: Councillors Wheeler, Bossert, and Nadeau**  
**OPPOSED: Councillors Shular and McClure**

**Deputy Mayor Long called a break at 10:09 a.m.**

**Deputy Mayor Long returned to the chair and reconvened the meeting at 10:27 a.m.**

**Agenda item 9.4. Development Permit DV14-164 4503-49 St, Discretionary Use was deferred to allow Administration time to seek legal counsel.**

9.5. Snow Removal Policy No. T-01-99

Councillor Bossert explained that the Town of Drayton Valley Snow Removal Policy has undergone a review in 2014 to include a section dedicated to Communications. This communications section instructs the Public Works Department in how to communicate with residents during snow removal activities. The section also directs the Town to continuously review alternative methods to communicate with the residents.

Councillor Wheeler made a friendly amendment that 1. (a) X. of the Policy state "43<sup>rd</sup> St – from 55<sup>th</sup> Ave to 43<sup>rd</sup> Ave".

**RESOLUTION #273/14**

Councillor Bossert moved that Council approve Snow Removal Policy No. T-01-99.

**CARRIED UNANIMOUSLY**

9.6. FCSS Board Member Appointments

Councillor Nadeau explained Bylaw 98-14 of the Town of Drayton Valley prescribes that the Drayton Valley and District Family and Community Support Services Board shall consist of seven (7) members, who shall be appointed by resolution of Town Council for a two or three year term.

The membership for Marilyn Buchan, Community-at-large County Representative on the FCSS Board has expired as of October 2014. The position was advertised and two applications were received, that of Marilyn Buchan, who has agreed to let her name stand for membership on the Board for another two year term and Votham Anastasiadis, who has served as the Youth Representative on the Board for the past two years. Additionally, Carrie Ottewell has resigned from the FCSS Board leaving the Community-at-large Town Representative position vacant. The position was advertised and one application was received, that of Terry Kilborn.

**RESOLUTION #274/14**

Councillor Nadeau moved that Council appoint Marilyn Buchan for the Community-at-large County Representative position on the FCSS Board for a term of 2 years ending October of 2016.

**CARRIED UNANIMOUSLY**

**RESOLUTION #275/14**

Councillor Nadeau moved that Council appoint Terry Kilborn for the Community-at-large Town Representative position on the FCSS Board for a term of 2 years ending October of 2016.

**CARRIED UNANIMOUSLY**

9.7. Amending Local Improvement Bylaw 2014/19/F

Councillor Shular explained that following the passing of Bylaw 2013/15/F, at the June 4, 2014 Regular Meeting of Council, it was noted that the body of the Bylaw contained a clerical error. Accordingly, in order to have the Local Improvement Bylaw approved, we will require the passing of a new Bylaw to amend the contents of the original Bylaw.

Ms. Dyck explained that, as stated in the attached Amending Bylaw, the words that outlined the figure were incorrect. The wording will be amended to match the numbers that are in numerical format.

**RESOLUTION #276/14**

Councillor Shular moved that Council give first reading to Bylaw 2014/19/F.

**CARRIED UNANIMOUSLY**

9.8. Fire Department Sublease

Councillor McClure explained that in planning the Fire Services Training Centre to be built on the lands north of the airport, the Province has requested that the Fire Department enter into a Sublease Agreement with the Town. The Agreement has been reviewed by legal counsel and is being presented today for Council's approval.

**RESOLUTION #277/14**

Councillor McClure moved that Council approve the attached Sublease Agreement.

**CARRIED UNANIMOUSLY**

9.9. Drinking Water Safety Plan

Councillor Wheeler explained that the Drinking Water Safety Plan (DWSP) is a living document required by the Alberta Environment and Sustainable Resource Development. A drinking water safety plan is a proactive method of assessing risk to drinking water quality, which better protects public health. Plans are based on an assessment of risk factors that could potentially adversely affect drinking water quality. Assessments consider such things as the source of the water, how drinking water is treated, and how treated water is stored and distributed. The DWSP has been completed, utilizing internal knowledge of the system as well as review by outside consultants.

**RESOLUTION #278/14**

Councillor Wheeler moved that Council approve and adopt the Alberta Environment and Sustainable Resource Development Drinking Water Safety Plan.

**CARRIED UNANIMOUSLY**

9.10. Contract Extension – Brougham Drive

Councillor Bossert explained that the contract for the Beckett Brougham Drive Watermain Extension and Roadway Construction was awarded to Border Paving on July 16, 2014. The Contractor has requested an extension to complete the construction by June 30, 2015, at the same rates. Construction completion has been delayed due to weather and availability of quality inventory.

**RESOLUTION #279/14**

Councillor Bossert moved that Council approve the request to extend the contract deadline until June 30, 2015, for the Beckett Brougham Drive Watermain Extension and Roadway Construction.

**Ms. Dyck suggested a friendly amendment be made to remove “Beckett” from the motion.**

Councillor Bossert moved that Council approve the request to extend the contract deadline until June 30, 2015, for the Brougham Drive Watermain Extension and Roadway Construction.

**CARRIED UNANIMOUSLY**

9.11. Contract Extension – Beckett Road

Councillor Nadeau explained that the contract for the Beckett Road Extension was awarded to Parkway Enterprises On April 23, 2014. The contractor has requested an extension to complete the job by June 30, 2015, at the same rates. Construction completion has been delayed due to weather and back order of inventory.

**RESOLUTION #280/14**

Councillor Nadeau moved that Council approve the request to extend the contract deadline until June 30, 2015, for the Beckett Road Extension.

**CARRIED UNANIMOUSLY**

9.12. Contract Extension – 50<sup>th</sup> Street Overlay

Councillor Shular explained that the contract for the 50th Street South Road Improvements was awarded to Border Paving on July 16, 2014. The contractor has requested an extension to complete the construction by June 30, 2015, at the same rates. Construction completion has been delayed due to weather and availability of quality inventory.

**RESOLUTION #281/14**

Councillor Shular moved that Council approve the request to extend the contract deadline until June 30, 2015, for the 50th Street South Road Improvements.

**CARRIED UNANIMOUSLY**

**Ms. Dyck advised that item 9.4. was deferred to the end of the decision items to allow Administration time to seek legal counsel. She explained that once a motion is defeated, typically, the Town’s practice is that no further discussions regarding the item can continue that day and must come back, if necessary, to a future Regular**

**Meeting of Council. She stated that in this case, legal counsel has indicated that since there were options to bring another motion forward, they are comfortable with the Town proceeding.**

9.4. Development Permit DV14-164 4503-49 St, Discretionary Use

Councillor Wheeler explained that pursuant to the decision made by Council this morning regarding the rezoning of 4503-49 Street, Administration recommends that the Development Permit for Discretionary Uses be consistent with the rezoning decision. Administration has received an application for the development of a liquor store, gas bar with convenience store, carwash and drive thru business to be located at 4503-49 Street, legally described as Lot 7, Block 66, Plan 084 0074. The applicant has applied to rezone the lands from R2-Genral Residential District to C1-Central Commercial District. As the proposed developments are discretionary uses within the C1 district, Council approval is required.

**RESOLUTION #282/14**

Councillor Wheeler moved that Council table Development Permit DV14-164 until a future Council Meeting date.

**CARRIED UNANIMOUSLY**

**10.0 Information Items**

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10.1 RCMP Policing Report – September 2014

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10.2 Drayton Valley Health Services Foundation –  
2013-2014 Annual Report & Financial Statements

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10.3 STAR Catholic Board Highlights – October 2014

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**RESOLUTION #283/14**

Councillor Nadeau moved that Council accept the above item as information.

**CARRIED UNANIMOUSLY**

**11.0 Department Reports**

11.4. Planning & Development

Ms. Martin had no report at this moment.

11.5. Engineering & Transportation

Ms. Wigglesworth explained that there will be a parking limit time change on 50<sup>th</sup> Avenue in front of the Clarion Building to a maximum of half an hour. Residents and business owners were contacted and there was no opposition for the time change. Brougham Drive has been graded and gravel should be laid this week. The Beckett Road roll tests are projected to be complete soon so that early next year paving can commence. The boulevards, sidewalks, and grass areas around Frank Maddock High School have been cleaned up. The Engineering Department has been evaluating and repairing trip hazards on sidewalks around town. Line painting and touchups have been completed. The Arc Resources Ltd. well site at Rotary Park will be closed and the land will be reclaimed, this process will start on November 10, 2014, and Arc Recourses will be in contact will all residents in the



immediate area. The new Water Treatment Plant remains on target for completion. As of October 29, the lights at 50<sup>th</sup> Street South and Hwy 22 started working.

11.6. Community Services, FCSS & Sustainability

Ms. Driessen explained that the Community Sustainability Plan is going through its review. The community consultation process was held on October 16 with a moderate number of people in attendance. The Social Development Plan Review will be held on November 5 from 6:30 pm to 9:00 pm at the MacKenzie Conference Centre. Ms. Driessen advised that she attended the Alberta Parks & Recreation Association Conference and found that the pre-conference sessions dealt a lot with building community resiliency.

11.7. Information & Protective Services

Mr. Naidoo explained that the Contractor for the repairs of the Curling Rick advised that the roof will be complete in one week then interior work will commence.

Mr. Naidoo provided a report for Administration as Mr. Deol was not in attendance. There will be contracts coming forward for Council approval. The recent focus has been on the Resiliency Grant, plans for Economic Development, and a proposal for the Bio-Mile. A meeting will be held next week with the County to discuss the School Liaison Officer position. Mr. Naidoo explained that the Town is still waiting on approval from the Solicitor General's Office for a CPO to have the ability to supervise traffic enforcement. After that is approved, three signs will be installed and then a one month warning period will take place before automated traffic enforcement can commence.

11.8. Administration

Mr. Deol was not in attendance to provide a report.

**12.0 Council Reports**

12.4. Councillor Long

October 9 – Mayor's & Reeve's Multi-Faith Prayer Breakfast  
October 10 – Old Water Treatment Plant Tour  
October 14 – Library Board Meeting  
October 15 – TELUS Innovation Mixer  
October 16 – Mayor's Advisory Committee Meeting  
October 20 – Foster Family Week Flag Raising  
October 22 to 24 – BCN Conference  
October 25 – Children's Wish Foundation Walk

12.5. Councillor Shular

October 24 – Brazeau Seniors Foundation Committee Meeting

12.6. Councillor McClure

October 16 – Sustainability Review  
October 24 – Poppy Presentation  
October 25 – Haunted House/Resource Fair for Budget Discussions

- 12.7. Councillor Wheeler  
October 16 - Sustainability Plan Review  
October 23 to 25 – Alberta Parks & Recreation Association Conference
- 12.8. Councillor Bossert  
October 8 – Rotary Club Open House  
October 27 – Pembina Physicians Recruitment & Retention Committee Meeting
- 12.9. Councillor Nadeau  
October 15 – TELUS Innovation Mixer  
October 23 – Eleanor Pickup Arts Centre Committee Meeting
- 12.10. Mayor McLean  
Mayor McLean was not in attendance to provide a report.

**13.0 Adjournment**

**RESOLUTION #284/14**

Councillor Shular moved that Council adjourn the October 29, 2014 Regular Meeting of Council at 11:24 p.m.

**CARRIED UNANIMOUSLY**

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MAYOR

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CHIEF ADMINISTRATIVE OFFICER



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## Meeting Minutes

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### **THOSE PRESENT:**

Mayor McLean  
Deputy Mayor Long  
Councillor Nadeau  
Councillor Wheeler  
Councillor Bossert  
Councillor Shular  
Councillor McClure  
Manny Deol, Town Manager  
Kristina Vallee, Bio-Mile Coordinator  
Krystle Kotyk, Administrative Assistant

### **ABSENT:**

Nesen Naidoo, Assistant Town Manager  
Chandra Dyck, Legislative Services Coordinator

### **1.0 CALL TO ORDER**

Mayor McLean called the meeting to order at 2:23 p.m.

### **2.0 Signing of Waiver**

Members of Council signed the waiver to hold the Special Meeting of Council.

### **3.0 Adoption of Agenda**

#### **RESOLUTION #285/14**

Councillor Nadeau moved to adopt the agenda for the November 13, 2014 Special Meeting of Council as presented.

**CARRIED UNANIMOUSLY**

### **4.0 Decision Items**

#### **4.1 Alberta Community Partnership Grant Application - CETC**

Councillor Shular explained that the Town has partnered with the Provincial Government to build the Clean Energy Technology Centre (CETC). The next stage is to raise operating funds that are required until agreements with Norquest College and Industry partners are in place. We have recently become aware of the Alberta Community Partnership Grant under the

Municipal Sustainability Initiative that will help the CETC raise the interim operating funds. However, one requirement is the application must be a joint venture between two municipalities. Administration has approached the Village of Breton and Brazeau County as potential partners and has received confirmation that Brazeau County Council has passed a resolution to be a partner on the application.

The Grant Funding streams for 2015/16 and 2016/17 will require matching funds up to \$250,000; however the 2014/15 grant run does not. The 2015/16 and 2016/17 matching funds will be provided by the Town in the corresponding years as a result the Town will budget accordingly through their annual budgetary process. Having Brazeau County as a partner for the application will in no way commit Brazeau County to any funding commitments as the Town will be the managing partner of the grant; nor does it commit Brazeau County to provide any future cooperation in the CETC. It also does not prohibit Brazeau County from applying and receiving funds for other projects under this grant.

Administration is seeking Council's approval to apply for the 2014/15 Alberta Community Partnership Grant as the managing partner for operational funding of the CETC in the amount of \$350,000 for three years, totaling \$1,050,000 in grant funds requested. The 2015/16 and 2016/17 matching funds will be budgeted for accordingly.

Mr. Deol reviewed with Council that, if the requested funds are granted, the funds will go towards three positions at the CETC.

Mayor McLean advised that the intent of this Special Meeting is to expedite the submission of the application. He added that he believes this partnership for the application is a great example of inter-municipal collaboration.

**RESOLUTION #286/14**

Councillor Shular moved that Council approve that the Town of Drayton Valley can be the managing partner for the Alberta Community Partnership Grant and submit an application requesting funds in the amount of \$350,000 per year over a period of 3 years.

**CARRIED UNANIMOUSLY**

**5.0 Adjournment**

**RESOLUTION #287/14**

Councillor Long moved that Council adjourn the November 13, 2014 Special Meeting of Council at 2:28 p.m.

**CARRIED UNANIMOUSLY**

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MAYOR

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CHIEF ADMINISTRATIVE OFFICER

UNAPPROVED

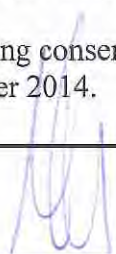
## WAIVER OF NOTICE FOR SPECIAL MEETING OF DRAYTON VALLEY TOWN COUNCIL

As per Section 194 of the M.G.A., Revised Statutes of Alberta 2000, Chapter M-26, the Drayton Valley Town Council hereby waives notice of a Special Meeting to be held on November 13, 2014, at 2:00 p.m. at the Town of Drayton Valley Civic Centre for the following purpose:

1. Alberta Community Partnership Grant Application - CETC

The following consent to the "Waiver of Notice" for the above purpose, signed this 13<sup>th</sup> day of November 2014.

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Mayor Glenn McLean



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Councillor Nicole Nadeau



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Councillor Graham Long



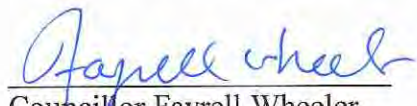
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Councillor Dean Shular



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Councillor Nancy McClure



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Councillor Fayrell Wheeler



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Councillor Debra Bossert

# **PUBLIC HEARING**

**November 19, 2014**

**9:00 A.M.**

**Council Chambers – Civic Centre**

## **1. DECLARE PUBLIC HEARING OPEN**

Bylaw 2014/18/D – to allow the rezoning of the lands legally described as Lot 8, Block 16, Plan 170 KS.

**PRESENT**

## **2. PURPOSE OF THE PUBLIC HEARING**

To receive comments, concerns and questions from the public with regard to the proposed amended land use for the lands municipally described as 4847-54 Avenue. Said Bylaw, if passed, will allow the creation of a fourplex.

## **3. BACKGROUND**

The above Bylaw has received first reading at the October 8, 2014 regular Meeting of Council, which may be followed by second and third today, depending upon the comments received at this Public Hearing. Notification of the bylaw, requesting comments from the public, and advising them of the Public Hearing, has been done through mail-outs and newspaper advertising. To facilitate the Public Hearing process, any comments received (written or verbal) will be presented as a package at the time of the Public Hearing.

## **4. CALL FOR COMMENTS FROM THE FLOOR.**

## **5. CALL FOR COMMENTS OR WRITTEN SUBMISSIONS.**

## **6. DECLARE PUBLIC HEARING CLOSED.**

**Jenn Martin**

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**From:** Mary MacKenzie [mary66@telus.net]  
**Sent:** October-30-14 4:12 PM  
**To:** Jenn Martin  
**Subject:** Lot 8 blk 16 plan 170KS

I wish that you would not allow this change in zoning as there are many cars already parked on 54 ave on that curve. Please do  
Not give us more traffic Mary MacKenzie

Sent from my iPhone





# Town of Drayton Valley

## Delegation Request Form

Name (s): Lorna Luchyk

Organization: Lions Club & Santas Anonymous

Contact Number: \_\_\_\_\_ Contact E-mail: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Meeting you would like to attend as a Delegation (please check all that apply)\*:

- Council Meeting
- Governance & Priorities Committee Meeting
- Special Meeting/Presentation
- Administration Meeting

\* Request must be received a minimum of TWO WEEKS prior to the meeting being requested for; please refer to the Meeting Schedule for dates

Reason for Requesting Delegation:  
(information only, request for funding, concern, etc)

Community Spotlight  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional Information Provided

*Please list the information you attached or included with your delegation request:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please indicate any preference you have for meeting:

\_\_\_\_\_  
\_\_\_\_\_

Please submit your request by:

Fax: 780.542.5753

E-mail:

admin-support@draytonvalley.ca

In person:

5120-52 ST

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# Town of Drayton Valley

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## *Proclamation*

### **UNIVERSAL CHILD'S DAY – November 20, 2014**

- WHEREAS:** It's more than just an age, it's a stage of life – children hold a special place in our lives; and
- WHEREAS:** parenting is more than meets the eye at first glance – it consists of goals, love, hardship, perseverance and, optimally, success and pride. Raising a healthy and happy child is the greatest success any parent can hope to achieve, though the responsibility and pride should not end there; and
- WHEREAS:** children are profoundly influenced by the people and environment around them. As a member of society we are all held accountable for the success of an individual child and the soaring potential they can achieve with proper nurturing; and
- WHEREAS:** a child's family holds the strongest influence, though without good schools and supportive communities the role is not complete; and
- WHEREAS:** every component of the Town of Drayton Valley strongly encourages and supports families to share their ideas and come forward as a united front in order to grow as a community. There are countless examples of families and the community working together, which have strengthened us as a whole, such as the 4-S Skate Park Committee's recent success and the numerous and dedicated volunteers involved with 4-H; and
- WHEREAS:** a well-rounded child is a product of a well-rounded community, with proper surroundings, exceptional support and under the right care, children can learn and thrive. In addition, with a community that promotes education from infancy through adolescence, in child-care settings and after-school programs we can all do our part in assisting the parents of the community in raising a whole child; and
- WHEREAS:** we must agree that children have the right to: be safe, be loved, be heard, and belong.
- THEREFORE:** I, Deputy Mayor Graham Long, do hereby proclaim **November 20, 2014**, to be "**Universal Child's Day**" in the Town of Drayton Valley, which is also recognized by the United Nations.

In honour of our children, I, Deputy Mayor Graham Long, pledge to spend one hour on Universal Child's Day valuing a child by listening to what they have to say and/or doing what they want to do. I also challenge every adult in Drayton Valley to pledge the same.

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Deputy Mayor

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Date





# Town of Drayton Valley

## Delegation Request Form

Name (s): \_\_\_\_\_

Organization: \_\_\_\_\_

Contact Number: \_\_\_\_\_ Contact E-mail: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Meeting you would like to attend as a Delegation (please check all that apply)\*:

- Council Meeting
- Management Meeting
- Special Meeting/Presentation
- Administration Meeting

\* Request must be received a minimum of TWO WEEKS prior to the meeting being requested for; please refer to the Meeting Schedule for dates

Reason for Requesting Delegation:  
(information only, request for funding, concern, etc)

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Additional Information Provided

*Please list the information you attached or included with your delegation request:*

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Please indicate any preference you have for meeting:

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**Please submit your request by:**

**Fax:** 780.542.5753

**E-mail:** [admin-support@draytonvalley.ca](mailto:admin-support@draytonvalley.ca)

**In person:** 5120-52 ST



# Town of Drayton Valley

## Delegation Request Form

Name (s): Kevin Buytels

Organization: ARC Resources Ltd.

Contact Number: (403) 710-2558 Contact E-mail: KBuytels@arcresources.com

Mailing Address: \_\_\_\_\_

Meeting you would like to attend as a Delegation (please check all that apply)\*:

- Council Meeting
- Management Meeting
- Special Meeting/Presentation
- Administration Meeting

\* Request must be received a minimum of TWO WEEKS prior to the meeting being requested for; please refer to the Meeting Schedule for dates

Reason for Requesting Delegation:  
(information only, request for funding, concern, etc)

Update Council and Town residents on Rotary Park reclamation - 10 mins  
\_\_\_\_\_  
\_\_\_\_\_

Additional Information Provided

*Please list the information you attached or included with your delegation request:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please indicate any preference you have for meeting:

November 19, 2014  
\_\_\_\_\_

Please submit your request by:

Fax: 780.542.5753

E-mail: [admin-support@draytonvalley.ca](mailto:admin-support@draytonvalley.ca)

In person: 5120-52 ST

<b>COUNCIL AGENDA ITEM: 10.1</b> <b>November 19, 2014</b>	<b>Development Permit No. DV14-164</b> <b>4503-49 Street</b> <b>Lot 7, Block 66, Plan 084 0074</b>
<b>Department:</b>	<b>Development &amp; Planning</b>
<b>Presented by:</b>	<b>Councillor Nadeau</b>
<b>Support Staff:</b>	<b>Annette Driessen, Director of Community Services</b>

**BACKGROUND:**

Administration has received an application for the development of a liquor store, gas bar with convenience store, carwash and drive thru business to be located at 4503-49 Street, legally described as Lot 7, Block 66, Plan 084 0074. The lands were rezoned to C1-Central Commercial District at the October 29, 2014 Regular Meeting of Council. As the proposed developments are discretionary uses within the C1 district, Council approval is required. It is to be noted that the Developer recently amended the site plan to eliminate the drive thru restaurant. The Developer is proposing to construct a sit down restaurant as shown on the attached plan. A sit down restaurant is considered a permitted use under the C1 district, and therefore will not be included with the discretionary uses as previously proposed.

Referrals were sent to adjacent landowners within a 300 metre radius, as many concerns were raised from surrounding residents during the rezoning process. Letters were received with concerns regarding traffic, the potential of a liquor store, gas bar and drive thru restaurant. Copies of letters received from adjacent landowners are attached for Councils review. During the rezoning process, surrounding residents had also expressed concerns regarding the discretionary uses, which were presented at the September 10, 2014 Council Meeting.

**OPTIONS:**

The following are the options available to Council today with respect to this application to allow for above noted discretionary uses within a C1-Central Commercial District.

**OPTION A:**

That Council approves Development Permit DV14-164 with all of the above noted (liquor store, gas bar with convenience store and carwash) discretionary non pedestrian oriented uses within the C1 District with standard development conditions as well as special conditions as listed below:

1. The Town recommends that the developer works with Wild Rose School Division regarding fencing/screening along the west side of 4417-47 Avenue.
2. The Developer is to enter into a Development Agreement with the Town for the proposed development that is to be registered at Land Titles.
3. Outside storage (refuse areas) must be located, screened and maintained to the satisfaction of the Development Officer. Commercial and organic waste receptacles must not be located adjacent to residential roads. There shall be no outside storage of goods, products, materials or equipment permitted within the front yard setback prescribed. Outside storage of goods, products, materials or equipment shall be kept in a clean and orderly condition at all times and shall be screened by means of a solid wall or fence from public thoroughfares to the satisfaction of the Development Officer.
4. All those standard development conditions as outlined in the Town of Drayton Valley Development Permit that are applicable.



5. Subject to a fourteen (14) day advertising and appeal period from the Date of Issue. Any activity within this fourteen (14) day appeal period is at the discretion of the Developer.
6. Subject to any/all Federal, Provincial or Municipal Permits as required. These may be, but are not limited to, building and/or safety codes permits as required by the Alberta Building Code.

OPTION B:

That Council approves Development Permit DV14-164 with only certain discretionary non pedestrian oriented uses (liquor store, gas bar with convenience store and carwash) within the C1 District with standard development conditions as well as special conditions as listed below:

1. The Town recommends that the developer works with Wild Rose School Division regarding fencing/screening along the west side of 4417-47 Avenue.
2. The Developer is to enter into a Development Agreement with the Town for the proposed development that is to be registered at Land Titles.
3. Outside storage (refuse areas) must be located, screened and maintained to the satisfaction of the Development Officer. Commercial and organic waste receptacles must not be located adjacent to residential roads. There shall be no outside storage of goods, products, materials or equipment permitted within the front yard setback prescribed. Outside storage of goods, products, materials or equipment shall be kept in a clean and orderly condition at all times and shall be screened by means of a solid wall or fence from public thoroughfares to the satisfaction of the Development Officer.
4. All those standard development conditions as outlined in the Town of Drayton Valley Development Permit that are applicable.
5. Subject to a fourteen (14) day advertising and appeal period from the Date of Issue. Any activity within this fourteen (14) day appeal period is at the discretion of the Developer.
6. Subject to any/all Federal, Provincial or Municipal Permits as required. These may be, but are not limited to, building and/or safety codes permits as required by the Alberta Building Code.

OPTION C:

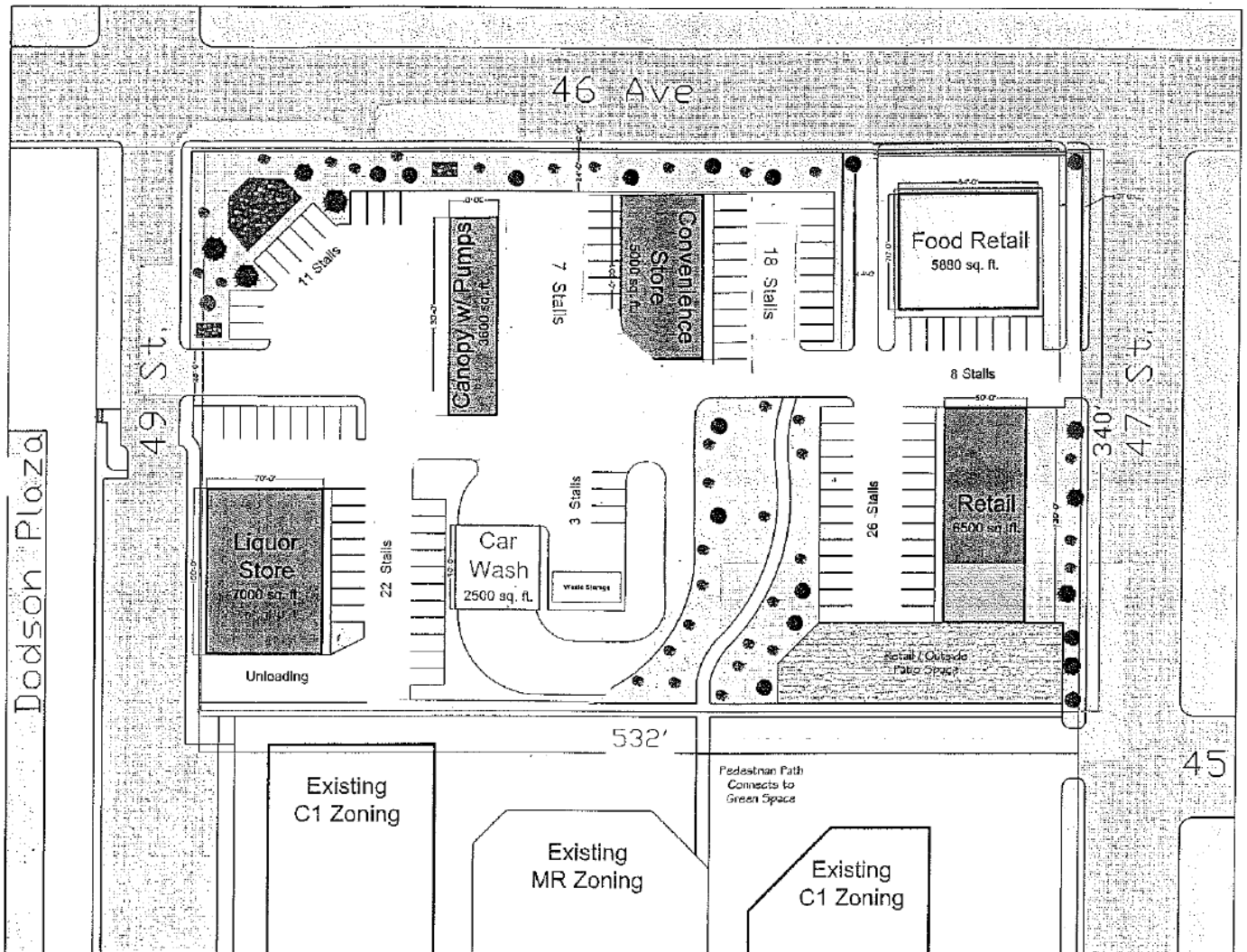
That Council tables Development Permit DV14-164 until a future Council Meeting date.



LEDUC CO-OP LTD.  
Site Development Plan  
October 23, 2014

Notes:

1. There will be no access on 46<sup>th</sup> Avenue.
2. Retail Food Store was drawn with no drive thru.





**Jenn Martin**

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**From:** Fayrell Wheeler  
**Sent:** September-18-14 5:33 PM  
**To:** Jenn Martin  
**Subject:** Fwd: Re-zoning of land across of Evergreen

Hey, please add this to the pkg? :)  
Thanks Fayrell

Sent from Samsung mobile

----- Original message -----

**Subject:** Re-zoning of land across of Evergreen  
**From:** KAREN DOERKSEN <[karendoerksen@hotmail.com](mailto:karendoerksen@hotmail.com)>  
**To:** Fayrell Wheeler <[fwheeler@draytonvalley.ca](mailto:fwheeler@draytonvalley.ca)>  
**CC:**

I am writing in regards to the proposed re-zoning of the land across from Evergreen in which a Co-Op is supposed to be put there instead of housing. I am very against this decision for more than one reason. Our town doesn't need yet another liquor store, especially not that much closer to school than the one in the strip mall. That would/could be a great spot for apartments or duplexes. And the traffic that will come along with the gas station will cause a lot of problems for that area, it's not meant to be a high traffic area! And of course the safety of the kids at Evergreen will be even more at risk with more foot/vehicle traffic and that scares me. I hope the town council really thinks about this and remembers there's kids that play on that playground, cross those streets, families that need housing and doesn't just see it as a change to get rid of that land.

Please voice my opinion for me at your next town council meeting.

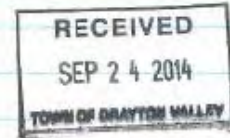
Karen Linquist  
Sent from my

---

Do NOT have The access To The Gas Bar  
on 46 AV were 2 land owners have To  
Back out on To 46 AV it should be  
some where else

B. Mitchell

Boyd Gilbertson  
542-5175



not in favor of liquor store B.M.  
not in favor of gas bar B.M.  
not in favor of drive thru rest. B.M.

Boyd Mitchell



## Wild Rose Public Schools

4912-43 Street, Rocky Mountain House, AB T4T 1P4  
Ph: 1-800-771-0537 | (403) 845-3376 | Fax: (403) 845-3650 | www.wrsd.ca

Dear Ms. Martin,

**Re: Development Permit Application: DV14-164  
(for discretionary uses within 4503-47 Street)**

Pursuant to your notice for the Development Permit Application: DV14-164 regarding an application for the development of a liquor store, gas bar with convenience store, carwash and drive through business at 4503-49 Street, please be advised that Wild Rose School Division (WRSD) has significant concerns and requires resolutions of the following issues:

1. **Traffic Flow and Pedestrian Safety** - the development of a residential/commercial center with the proposed businesses will result in an increase to traffic flow, in particular increased traffic flow along 46 Ave and 47 Street. The increased traffic flow is likely to result in "logjam" periods and to substantially increase the risk of compromise to Evergreen Elementary School student safety and overall pedestrian safety. To mitigate this risk, WRSD is proposing that the owner of 4503-49 street and the Town of Drayton Valley develop a traffic flow plan that includes traffic lights and pedestrian lights in primary crossings and intersections;
2. **Evergreen Elementary School Student Safety** - the development of a residential/commercial center with the proposed businesses is likely to result in a compromise to student safety both within and outside of school property. To mitigate the risk of student safety within school property WRSD will require the installation of a fence along the ending boundary lines of school property. WRSD is also asking for the property owners (in particular of the liquor store and gas bar) to implement controls which will prevent the distribution of Alcohol and Tobacco products to our students.
3. **Emergency Responses** - WRSD is asking for the development of an Emergency Response Plan, in particular focusing on a "Flare-up" incident in the gas bar.
4. **Fueling** - WRSD requires guarantees that fuel deliveries will not occur during the hours that school is in session
5. **Improvement to Community** - WRSD believes in community improvements through its own endeavours and community projects. WRSD would like to see a report and detailed plan on how the principal owners of 4503-49 Street property would benefit the community through its various programs, initiatives and plans.

*Creating Powerful Learning Environments*



## Wild Rose Public Schools

4912-43 Street, Rocky Mountain House, AB T4T 1P4  
Ph: 1-800-771-0537 | (403) 845-3376 | Fax: (403) 845-3850 | [www.wrsd.ca](http://www.wrsd.ca)

Overall, the School Division has significant concerns with the current discretionary use proposals for said property and would be opposed to them should rezoning proceed without satisfactory resolutions to the above noted issues.

The Division would be happy to review our concerns in greater detail with Town Council, however, in brief, the construction of a liquor store and gas bar in such close proximity to Evergreen Elementary School is cause for significant concern from both safety and healthy communities perspectives.

Should you require any further information, please feel free to contact me.

Thank You,

Mohammed Azim, CGA  
Secretary-Treasurer  
Wild Rose School Division  
Phone: (403) 845-3376 Local: 126  
email: [mohammed.azim@wrsd.ca](mailto:mohammed.azim@wrsd.ca)

*Creating Powerful Learning Environments*

## Jenn Martin

---

**From:** Aaron Martin [miljew@hotmail.ca]  
**Sent:** September-27-14 10:46 AM  
**To:** Jenn Martin  
**Subject:** 4503-49 street discretionary uses

In regards to the letter about the discretionary uses, I am in opposition of another liquor store coming into drayton valley, and especially for one being so close to my house. As stated in my letter towards the rezoning, the gas bar is proposing 5 pumps. That is an extra 10 vehicles. Although I am not in opposition of the gas bar entirely, I would like to see to number of pumps reduced to a max of 3 . Prime example is Scott Y's esso. They have five pumps, and it's chaotic down there. I do not want to see that out my front Window every day.

I like the idea of light commercial uses in that area. However uses that produce high volumes of traffic is not ideal for this location. If the developer were to construct pedestrian orientated uses as the bylaw states, it would be more welcomed within the neighborhood. There are lands not far from here that are zoned for these types of uses. Leduc coop could potentially build in two locations if they so choose so.

Leduc coop is something that drayton valley needs, but the location they have chosen is just not appropriate for what they are proposing. I hope that if council refuses the rezoning that Leduc coop stays in the community and develops on a different [location.it](#) would be a loss to see them not develop in the town.

Aaron Martin

Sent from [Blue Mail](#)



## Jenn Martin

---

**From:** Admin Support  
**Sent:** September-29-14 8:52 AM  
**To:** 'Mary Drader'  
**Cc:** Jenn Martin  
**Subject:** FW: Co-op Support Letter

Good Morning Mary,

I have cc'd Jenn Martin, Planning & Development Officer, in this email so that this request makes it to the appropriate department.

Have a great day,

Krystle Kotyk

Administrative Assistant | Administration Department | Town of Drayton Valley  
5120 - 52 Street | Box 6837 | Drayton Valley AB | T7A 1A1  
T: 780-514-2213 | F: 780-542-5753 | [admin-support@draytonvalley.ca](mailto:admin-support@draytonvalley.ca) | [www.draytonvalley.ca](http://www.draytonvalley.ca)



-----Original Message-----

**From:** Mary Drader [<mailto:tmdrader@telus.net>]  
**Sent:** Sunday, September 28, 2014 4:03 PM  
**To:** Admin Support  
**Cc:** 'Rob Macintosh'  
**Subject:** FW: Co-op Support Letter

Hi Krystle,

Please add the following email sent to me by Amy Newberry to the list of support letters for the Leduc Co-op rezoning and discretionary use item at the upcoming council meeting.

Thanks,  
Mary Drader

-----Original Message-----

**From:** amy newberry [<mailto:acjnewberry@hotmail.com>]  
**Sent:** September-27-14 9:03 AM  
**To:** Tmdrader@telus.net  
**Subject:** Fwd: Co-op

To whom it may concern;

I believe a Co-op located in Drayton Valley would be a fantastic asset to our community. The option to have another gas station, convenience store and maybe a larger grocery option would definitely get my vote. And to have it located east of Mitch's Restaurant is even better.

I have lived here my whole life and I have seen many seniors struggle to get to certain stores in this town because of where they are located. And the access to them is hard because they are down a hill or up a hill. To have it located there would make it easier for them that live around the hospital and senior centres.

A Co-op in Drayton would expand our sources in the needs of this community.  
You definitely have my vote on this.

Amy Newberry  
6 Mitchell Drive  
Drayton Valley, AB  
T7A 1V1  
780-515-0951

**Jenn Martin**

---

**From:** John Tkachuk [jctkachuk@yahoo.ca]  
**Sent:** September-29-14 4:13 PM  
**To:** Jenn Martin  
**Subject:** Developement Permit DV14-164

To whom it may concern,

I am the owner of a home on 46ave directly across the street from the proposed Commercial development at 4503-49st and would like to voice my opinion. I am in FULL SUPPORT of the proposed development as I believe it will have a direct positive impact on both the real estate values and the quality of life of the residents in the immediate and surrounding area. The increased amount of services available to the residents in the area will be a huge benefit and ad to the convenience of living in the area. There has been much discussion about the volume of traffic in the area. However I believe the current approved High Density Residential project that has been planned for the location would result in a much larger increase of traffic to the area then the proposed commercial development. I believe that the majority of the customers that would make use of the commercial development would be people who are already travelling through the area in order to reach 50st.

I believe our town is growing and is in need of commercial growth to increase competition in order to keep the cost of living in check, and ensure there are enough amenities in town to keep Drayton Valley an attractive place to call home. Commercial projects such as this one are an important part to the continued growth of our town.

John Tkachuk



Monday September 29 2014

RECEIVED  
SEP 29 2014

To Town Council

This is in answer to the proposed development of 4503-49 ST

I have been to 2 Open House meetings hosted by the developers on August 8 and September 15 and also Town Council meeting on September 10.

Developers presented plans for this development which included the businesses mentioned. While they were receptive to one resident's concern about the entry to the Gas Bar being directly across the street from her house, the last handout clearly shows this entry is still there.

Town Council has a vested interest and should respect the local residents concern about this development. That concern was evident in the Council Meeting on Wednesday September 10. Residents around this property spoke against the rezoning of this area for commercial use. They cited many well-thought out objections.

- a) safety for school children
- b) very enlarged traffic flow over inadequate streets
- c) waste water disposal
- d) duplication of many of the proposed businesses
- e) issue of oil well that was once on Block 4407

There was agreement that development of the property should focus on housing.

Further, Drayton Valley has already a lot of commercial space and vacancies available so a multiple duplication of these businesses should not be necessary.

Enclosed is a copy of my previous concerns dated September 1. I posed over 20 questions and have yet to receive a written reply.

To recap: The residents do not object to rezoning—just that rezoning should be for housing only

Allya Brown  
4307-47 St  
780 542 5943

## Jenn Martin

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**From:** James Nanninga [jdnann@gmail.com]  
**Sent:** September-30-14 4:30 PM  
**To:** Jenn Martin  
**Subject:** Development (DV14-164)

To whom it may concern

I don't not like the purposed plans for development of the area in question, threw talks with people I have found that it will reduce the value in my property and some of the purposed projects are in my idea in an improper location, for one a gas bar is not needed there what so ever a fast food restaurant is the last thing we need or any restaurant for that manner its seems that most restaurants open only for a short period of time before closing down in few months, we have had three open if I'm not mistaken in the last few months. the gas station will increase vehicle traffic in the area, well in time all these purposed business's will increase vehicle traffic which in turn will increase the risk of tragic events of vehicle/pedestrian accidents, the kids in that school do not go for lunch the stay in the school for lunch, so the convenience store is also unnecessary, there is a liquor store right next to the one purposed to go up, retail how about we use some of the vacant store available.

Another huge factor that I'm concerned with is the generations of animal/ amphibian life that has resided there.

sincerely the family that would be living directly across  
form a fast food joint smelling its stench every day every day explaining to his children why we cant eat out every day, and every day saying no we cant have that unhealthy food.

RE: DEVELOPMENT PERMIT APPLICATION  
DU14-164

September 26<sup>th</sup>, 2014

My family and I live at #4776 46 Ave, and the land you would like to develop is right across my house. My family and I are very against this commercial development. I have 2 young children and we walk daily to and from Evergreen school. This street is very narrow and incredibly busy at all times with just the residential traffic. It can't take commercial traffic as well. My children ride their bikes up and down the sidewalk, and I don't want to have to worry about them being hit by large amounts of traffic from trucks and motorhomes or trailers going to a car wash and gas station. And who is going to slow down to 30 to go to this gas station, which is in a SCHOOL ZONE!!! I purchased this house almost 3 years ago and was assured by the relator that the field across my house was zoned and will be developed one day into houses. I would NEVER have purchased this house knowing that a gas station and car wash would go in across my house. If this goes through, I am sure the value of my house will greatly depreciate, as NO ONE WANTS TO LIVE ACROSS A GAS STATION, AND CAR WASH. This does not belong on a small residential street; It belongs on 50<sup>th</sup>, a main road in town!!!! This station will not be seen by any tourist or people traveling for the first time in Drayton, as they won't even see the gas station from the main roads in town!

This Co-op Gas station can easily move to a different area in town that can accommodate the busy traffic, it does not have to be built next to an elementary school! I don't even think the owners of Co Op have even been to Drayton to look at this land and where it is located. As if they did, they would agree with me, every person on 46 Ave and all the parents and teachers in Evergreen School that gas station does not belong on 46 Ave in Drayton Valley.

You don't see gas stations being built in the center of Aspen View. A residential area with schools, and houses. There is empty land their too, why not build it their!!!! Well, everyone knows we don't build gas stations and corner stores anymore in residential areas!! I bet if this gas station was built on 46 Ave, which it will not last past 3 or 4 years. And then just become another ugly empty building in Drayton with land that is contaminated due to the gas tanks! People are going to find it too busy and too had to get into this station with the narrow streets and large amount of children in the area that they must try not to run over!!! And then just avoid the gas station and it will end up closing!!! Bad idea Co Op, Bad Idea Town of Drayton Valley!!!!

My Family and I will fight the rezoning for this land into commercial in any way that we can. You definitely can add me and my Husband to the list of people against the rezoning of the land on 46 Ave to commercial land. Home owners of #4776 46 Ave, Drayton Valley!!

Andrea Lamanilao



Diomedes Lamanilao



<b>COUNCIL AGENDA ITEM: 10.2.</b> <b>November 19, 2014</b>	<b>Rezoning Bylaw No. 2014/18/D</b> <b>Presented for 2<sup>nd</sup> &amp; 3<sup>rd</sup> Reading</b> <b>Within SW16-49-7-W5M</b>
<b>Department:</b>	<b>Development &amp; Planning</b>
<b>Presented by:</b>	<b>Councillor Shular</b>
<b>Support Staff:</b>	<b>Annette Driessen, Director of Community Services</b>

**BACKGROUND:**

Administration has received an application to rezone a parcel of land legally described as Lot 8, Block 16, Plan 170 KS and municipally described as 4847-54 Avenue. The proposed rezoning would change the land use from the current R2 – General Residential District to R3-Medium Density Residential District. Such rezoning would allow the landowner to develop a fourplex on these lands.

A Public Hearing was held earlier this morning to allow residents to provide their comments regarding the proposed rezoning. Notice of the Public Hearing was advertised in the local newspaper, pursuant to the *Municipal Government Act* requirements, and was provided via mail-outs to adjacent landowners. Any and all comments received were provided to Council during the Public Hearing this morning.

Rezoning Bylaw 2014/18/D is hereby presented to Council for second and third readings.

**OPTIONS:**

The following are the options available to Council today with respect to this application for Land Use Bylaw amendment.

**OPTION A:**

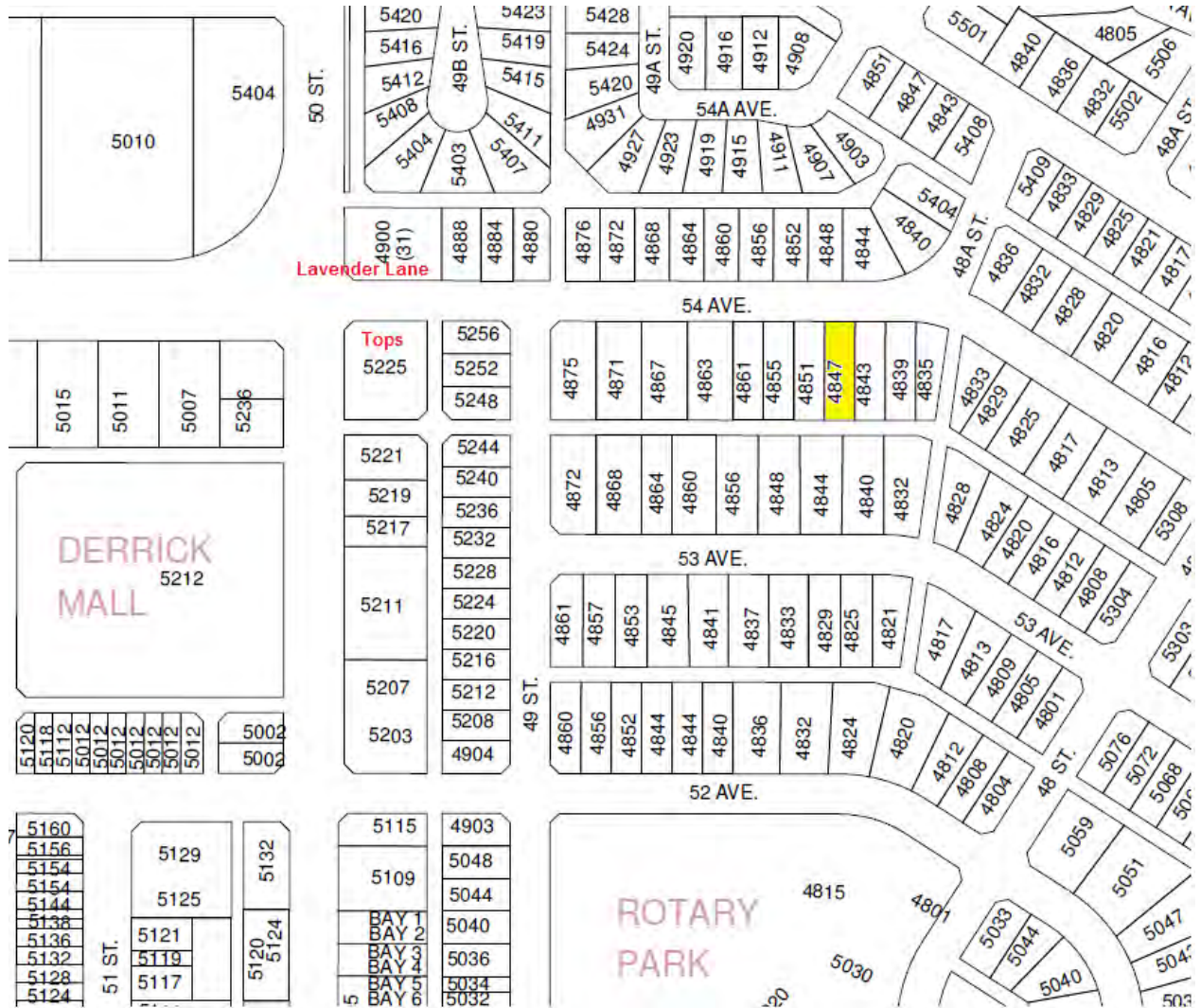
That Council gives second and third readings to Bylaw 2014/18/D for amendment of the Land Use Bylaw and subsequent rezoning to allow development to proceed.

**OPTION B:**

That Council tables the application to allow the landowner to revisit the plans for development and work with adjacent landowners.



## SCHEDULE "A" (REZONING AREA)









# PROPOSED PLOT PLAN

54th Avenue

90°03'00"  
15.24

Block  
16

LOT 7

180°00'00"  
49.68

Unit 2

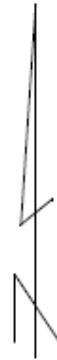
Unit 4

Unit 1

Unit 3

LOT 9

Plan 170 KS



BGG File 2014-319

Lakeview Custom Homes

15.24  
90°03'00"  
Lane



**DRAYTON VALLEY**

*'Pulling Together'*

**BYLAW NO. 2014/18/D**

**Amendment to Land Use Bylaw #2007/24/D (REZONING)**

**WHEREAS** Council has received an application for amendment to the Land Use Bylaw 2007/24/D;

**AND WHEREAS** the Council of the Town of Drayton Valley wishes to allow an amendment of the use of a portion of the parcel of land legally described Lot 8, Block 16, Plan 170 KS;

**NOW THEREFORE**, pursuant to Part 17 of the *Municipal Government Act*, the Council of the Town of Drayton Valley, duly assembled, hereby amends Land Use Bylaw 2007/24/D, and in particular the map of land use districts, so that the following land are reclassified as follows:

PLAN 170 KS  
BLOCK 16  
LOT 8  
EXCEPTING THEREOUT ALL MINES AND MINERALS

**FROM: R2 –General Residential District**

**TO: R3 – Medium Density Residential District**

**as shown on the attached Schedule “A”**

**THAT** Bylaw 2014/18/D may be referred to as the “Rezoning Bylaw”.

**AND THAT** this bylaw shall come into force and have effect from and after the date of third reading thereof.

READ A FIRST TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014, A. D.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
TOWN MANAGER

PUBLIC HEARING HELD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014, A. D.

READ A SECOND TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014, A. D.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
TOWN MANAGER

READ A THIRD AND FINAL TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
2014, A. D.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
TOWN MANAGER

<b>AGENDA ITEM: 10.3.</b> <b>November 19 2014</b>	<b>Road Closure Bylaw 2014/11/D</b> <b>1<sup>st</sup> Reading</b>
<b>Department:</b>	<b>Planning &amp; Development</b>
<b>Presented by:</b>	<b>Councillor Wheeler</b>
<b>Support Staff:</b>	<b>Annette Driessen, Director of Community Services</b>

**BACKGROUND:**

Administration is proposing a Road Closure Bylaw for the lands within the NW8-49-7-W5. Due to the re-alignment of Highway 22 and 50<sup>th</sup> Avenue, the lands currently exist as portions of six different registered road parcels.

The attached Road Closure Bylaw has been prepared with the assistance of an Alberta Land Surveyor so that the portions of land no longer required for a road right-of-way can be legally 'closed' as roads and can then be consolidated to create a single parcel of land.

By creating this single parcel of land, the Town then has options regarding its future use. Options include the sale of the land or establishing it as reserve land for municipal use.

Road Closure Bylaw 2014/11/D is hereby presented to Council for first reading, after which advertising will occur as required under the *Municipal Government Act*. As a part of the referral process, adjacent landowners will be provided notice of the Road Closure Bylaw, and will be given the opportunity to provide their comments

**OPTIONS:**

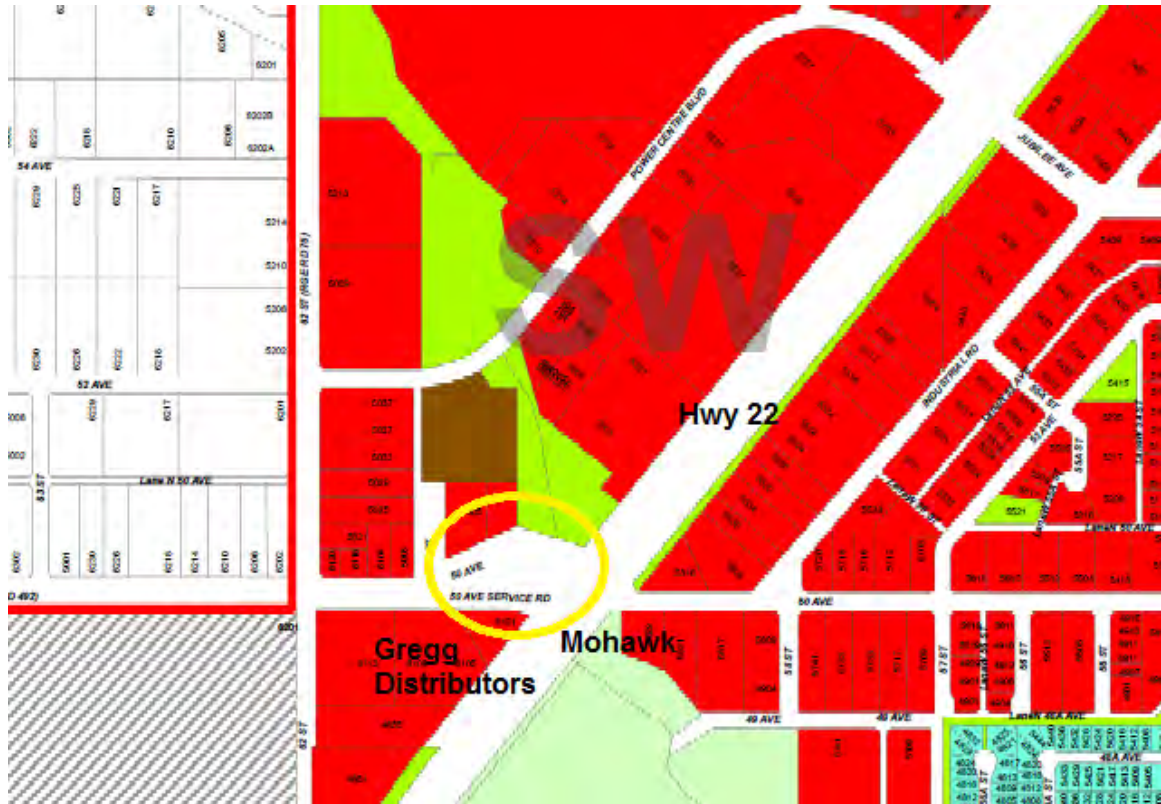
The following are the options available to Council today with respect to the Road Closure Bylaw.

**OPTION A:**

That Council gives first reading to Road Closure Bylaw 2014/11/D after which public consultation process will begin.

**OPTION B:**

That Council tables Bylaw 2014/11/D to a future Council date.







# DRAYTON VALLEY

*'Pulling Together'*

## **BYLAW NO. 2014/11 /D**

**BEING A BYLAW OF THE TOWN OF DRAYTON VALLEY, IN THE PROVINCE OF ALBERTA, FOR THE PURPOSE OF CLOSING A PORTION OF ROADWAY FOR THE PURPOSE OF CREATING TITLE TO DISPOSE OF PORTIONS OF A PUBLIC HIGHWAY IN ACCORDANCE WITH SECTION 22 OF THE *MUNICIPAL GOVERNMENT ACT*, CHAPTER M26.1, REVISED STATUTES OF ALBERTA, 2000, AS AMENDED.**

**WHEREAS** the lands hereafter described are no longer required for public travel;

**AND WHEREAS** the Council of the Town of Drayton Valley deems it expedient to provide for a bylaw for the purpose of closing to public travel certain undeveloped roads, or portions thereof, situated in the said municipality, and thereafter dispensing with same;

**AND WHEREAS** notice of intention of the Council to pass a bylaw has been given in accordance with Section 606 of the *Municipal Government Act*, and advertised in the local newspaper;

**AND WHEREAS** Council was not petitioned for an opportunity to be heard by any person claiming to be prejudicially affected by the bylaw;

**NOW THEREFORE** be it resolved that the Council of the Town of Drayton Valley, in the Province of Alberta, does hereby close to public travel for the purpose of creating title to and disposing of the following described highway, subject to any rights of access granted by any other legislation:

### **FIRSTLY:**

Portion of lands shown as Area "A" on the attached Schedule "A"

Legally described as: Plan 002 2543

All that portion of Road (known as 50 Avenue) lying within Lot 1, Block 165, Plan 142 \_\_\_\_\_

Containing 0.018 Hectares (0.045 acres) more or less

Excepting thereout mines and minerals

### **SECONDLY:**

Portion of lands shown as Area "B" on the attached Schedule "A"

Legally described as: Plan 052 0039

All that portion of Road (known as 50 Avenue) lying within Lot 1, Block 165, Plan 142 \_\_\_\_\_

Containing 0.034 Hectares (0.084 acres) more or less

Excepting thereout mines and minerals

**THIRDLY:**

Portion of lands shown as Area “C” on the attached Schedule “A”

Legally described as: Plan 4057MC

All that portion of Road (known as 50 Avenue) lying within Lot 1, Block 165, Plan 142 \_\_\_\_\_

Containing 0.107 Hectares (0.264 acres) more or less

Excepting thereout mines and minerals

**FOURTHLY:**

Portion of lands shown as Area “D” on the attached Schedule “A”

Legally described as: Plan 4938LZ

All that portion of Road (known as 50 Avenue) lying within Lot 1, Block 165, Plan 142 \_\_\_\_\_

Containing 0.082 Hectares (0.203 acres) more or less

Excepting thereout mines and minerals

**FIFTHLY:**

Portion of lands shown as Area “E” on the attached Schedule “A”

Legally described as: Meridian 5 Range 7 Township 49

All that portion of the Original Government Road Allowance (known as 50 Avenue) adjoining the South Boundary of the South West Quarter Section 17 lying within Lot 1, Block 165, Plan 142 \_\_\_\_\_

Containing 0.162 Hectares (0.401 acres) more or less

Excepting thereout mines and minerals

**SIXTHLY:**

Portion of lands shown as Area “F” on the attached Schedule “A”

Legally described as: Plan 862 1462

All that portion of Road (known as Highway 22) lying within Lot 1, Block 165, Plan 142 \_\_\_\_\_

Containing 0.008 Hectares (0.019 acres) more or less

Excepting thereout mines and minerals

**AND** such Road Closure is further delineated on Schedule “A” attached.

**THE REGISTRAR** for North Alberta Land Titles Office shall make all cancellations, issue all certificates of title and do such things as necessary, in its opinion to give effect to this bylaw, including but not restricted to, consolidation of the above-noted six closed portions of the



roadway as one parcel to be legally described as Lot 1, Block 165, Plan 142 \_\_\_\_, carrying forward all encumbrances, charges, liens, interests, and reservations as to mines and minerals in the existing certificate(s) of title.

**AND THAT** this bylaw shall come into force and have effect from and after the date of third reading thereof.

READ A **FIRST** TIME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014, A. D.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
TOWN MANAGER

**PUBLIC HEARING HELD THIS** \_\_\_\_ DAY OF \_\_\_\_\_, 2014, A. D.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014, A.D.

\_\_\_\_\_  
MINISTER OF TRANSPORTATION

READ A **SECOND** TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014, A. D.

\_\_\_\_\_  
MAYOR

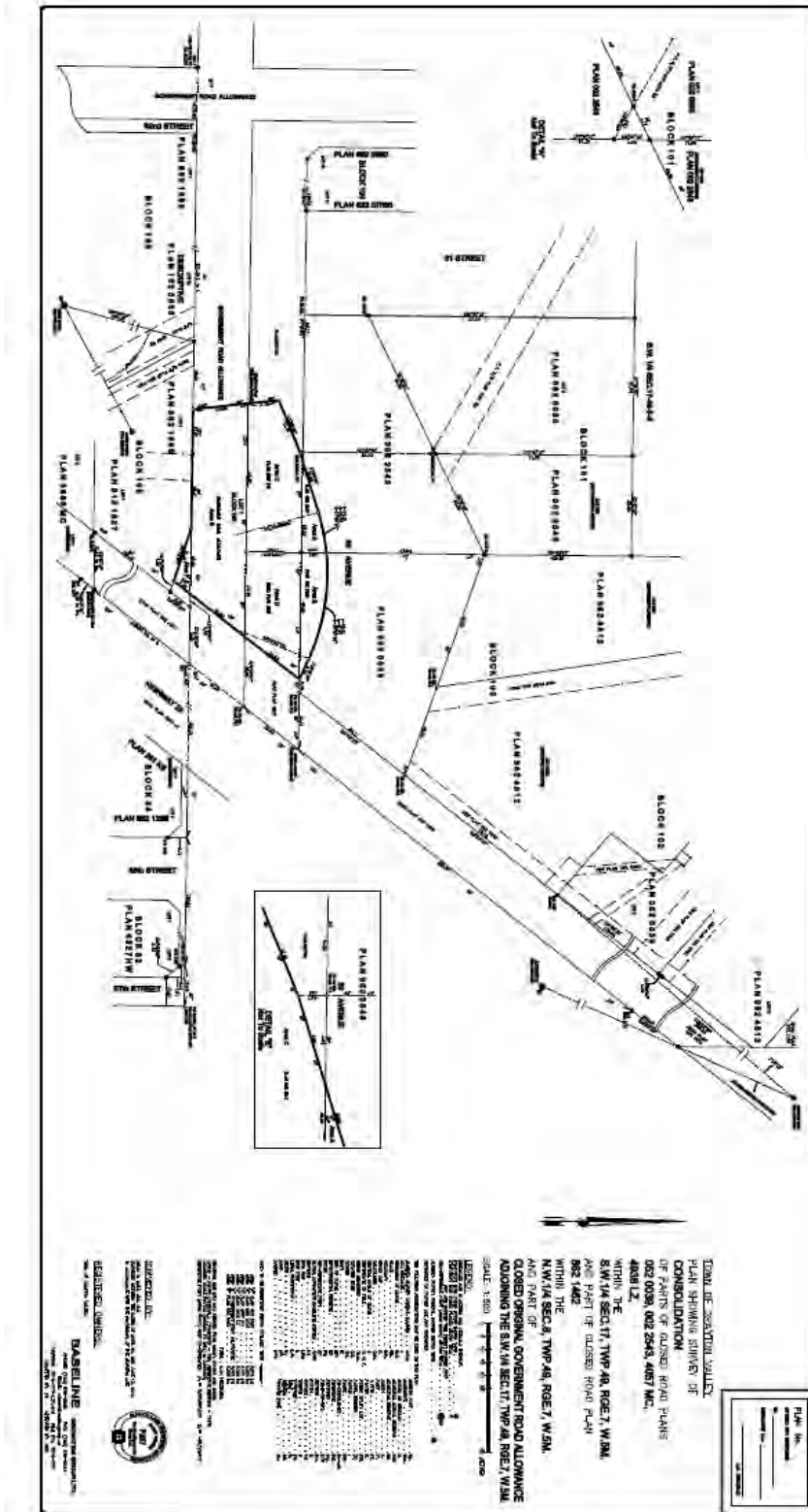
\_\_\_\_\_  
**TOWN MANAGER**

**READ A THIRD AND FINAL TIME THIS** \_\_\_\_ DAY OF \_\_\_\_\_ **2014, A. D.**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
TOWN MANAGER

# SCHEDULE 'A'



<b>COUNCIL AGENDA ITEM: 10.4. November 19, 2014</b>	<b>Rezoning Bylaw No. 2014/22/D Presented for 1<sup>st</sup> Reading Within SW4-49-7-W5M</b>
<b>Department:</b>	<b>Development &amp; Planning</b>
<b>Presented by:</b>	<b>Councillor Bossert</b>
<b>Support Staff:</b>	<b>Annette Driessen, Director of Community Services</b>

**BACKGROUND:**

Administration has received an application to rezone a portion of land (4-5 acres) legally described as Lot 2, Plan 762 2449 and municipally described as 2251-50 Street. The proposed rezoning would change the land use from the current AG-Agricultural District to C2-General Commercial District. Such rezoning would allow road expansion and potential for development of commercial businesses similar to those already being developed along 50<sup>th</sup> Street south.

Rezoning Bylaw 2014/22/D is hereby presented to Council for first reading, after which advertising will occur as required under the *Municipal Government Act*. As a part of the referral process, adjacent landowners will be provided notice of the rezoning application, and will be given the opportunity to provide their comments

**OPTIONS:**

The following are the options available to Council today with respect to this application for Land Use Bylaw amendment.

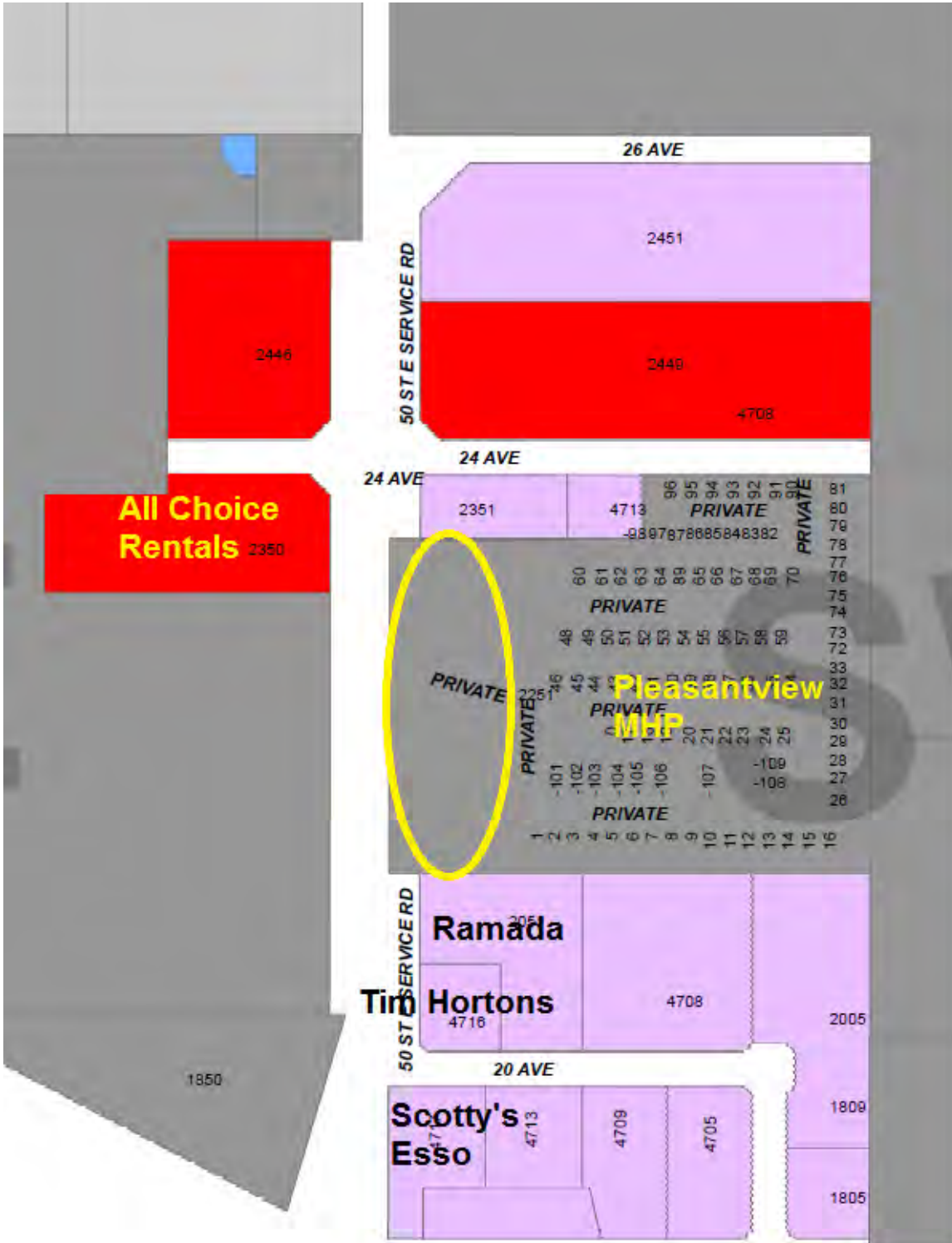
**OPTION A:**

That Council gives first reading to Bylaw 2014/22/D for amendment of the Land Use Bylaw for rezoning, after which public consultation process will begin.

**OPTION B:**

That Council tables the Bylaw 2014/22/D to a future Council Meeting.

**SCHEDULE "A"**  
 (REZONING AREA)





**DRAYTON VALLEY**

*'Pulling Together'*

**BYLAW NO. 2014/22/D**

**Amendment to Land Use Bylaw #2007/24/D (REZONING)**

**WHEREAS** Council has received an application for amendment to the Land Use Bylaw 2007/24/D;

**AND WHEREAS** the Council of the Town of Drayton Valley wishes to allow an amendment of the use of a portion of the parcel of land legally described Lot 2, Plan 762 2449;

**NOW THEREFORE**, pursuant to Part 17 of the *Municipal Government Act*, the Council of the Town of Drayton Valley, duly assembled, hereby amends Land Use Bylaw 2007/24/D, and in particular the map of land use districts, so that the following land are reclassified as follows:

PLAN 762 2449  
LOT 2  
EXCEPTING THEREOUT ALL MINES AND MINERALS

**FROM: AG –Agricultural District**

**TO: C2 – General Commercial District**

**as shown on the attached Schedule “A”**

**THAT** Bylaw 2014/22/D may be referred to as the “Rezoning Bylaw”.

**AND THAT** this bylaw shall come into force and have effect from and after the date of third reading thereof.

READ A FIRST TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014, A. D.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
TOWN MANAGER

PUBLIC HEARING HELD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014, A. D.

READ A SECOND TIME THIS \_\_\_\_\_ **DAY OF** \_\_\_\_\_, **2014**, A. D.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
TOWN MANAGER

READ A THIRD AND FINAL TIME THIS \_\_\_\_\_ **DAY OF** \_\_\_\_\_,  
**2014**, A. D.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
TOWN MANAGER

**SCHEDULE "A"**  
**(REZONING AREA)**



<b>AGENDA ITEM: 10.5.</b>	<b>IN-CAMERA</b> <b>Offer to Purchase Lands within the Town of Drayton Valley</b>
<b>Department:</b>	<b>Administration</b>
<b>Presented by:</b>	<b>Councillor Nadeau</b>
<b>Support Staff:</b>	<b>Annette Driessen, Director of Community Services</b>

**BACKGROUND:**

**MOTION:**

I move that Council move to “In-Camera” at [insert time].

I move that Council move out of “In-Camera” at [insert time]

I move that Council approve the Offer to Purchase for the lands legally described as Lot 1, Plan 762 2449.



<b>AGENDA ITEM: 10.6.</b>	Amending Bylaw 2014/21/C to Bylaw 2008/01/C
<b>Department:</b>	Community Services
<b>Presented by:</b>	Councillor Shular
<b>Support Staff:</b>	Annette Driessen, Director of Community Services

**BACKGROUND:**

Bylaw 2008/01/C authorizes the Town of Drayton Valley to establish the Drayton Valley Early Childhood Development Centre Board and to outline the duties and responsibilities of that Board. At the October Organizational Meeting of Council, the number of Council representatives to the Childcare Board was changed from two (2) to one (1). An amending Bylaw is therefore required to permit the change to the composition of the Board.

The Amending Bylaw also covers the change in meeting frequency from every month to every second month.

**RECOMMENDATION:**

I move that Council approve Amending Bylaw No. 2014/21/C.



**DRAYTON VALLEY**  
*'Pulling Together'*

**BYLAW NO. 2014/21/C**

**Amending Bylaw to Bylaw 2008/01/C**

BEING A BYLAW OF THE TOWN OF DRAYTON VALLEY IN THE PROVINCE OF ALBERTA TO AUTHORIZE THE REVISION OF BYLAW 2008/01/C; A BYLAW THAT AUTHORIZES THE MUNICIPALITY TO ESTABLISH THE DRAYTON VALLEY EARLY CHILDHOOD DEVELOPMENT CENTRE BOARD AND SET FORTH THE DUTIES AND RESPONSIBILITIES OF THAT BOARD;

**WHEREAS** the *Municipal Government Act* contains provisions that authorize a Council to revise municipal bylaws;

**AND WHEREAS** Bylaw 2008/01/C requires amendment to allow changes to the composition of the Early Childhood Development Centre Board, meeting frequency and quorum;

**NOW THEREFORE**, pursuant to the authority conferred upon it by the *Municipal Government Act*, the Council of the Town of Drayton Valley, duly assembled, hereby enacts as follows:

1. This Bylaw may be cited as the “Amending Bylaw to Bylaw 2008/01/C of the Town of Drayton Valley”.
2. That Bylaw 2008/01/C be revised by deleting sections 4. a), b) and c) and replacing those sections as follows:
  - 4. Composition of the Board**
    - a) The Board shall consist of four (4) members, who shall be appointed by resolution of Town Council for a two (2) or three (3) year term.
    - b) Board Members shall be appointed for their terms commencing in October of each year. The Board shall be composed as follows:

- i. One (1) member from Town Council;
  - ii. Three (3) members of the Community-at-Large.
- c) Town Council will appoint one (1) Councillor from the Town; this appointment occurring at the Town organizational meeting, as required. In the event the Councillor appointed by Town Council ceases to be a Councillor, his/her appointment shall be deemed terminated and Town Council shall appoint a replacement Councillor for the balance of the term.

3. That Bylaw 2008/01/C be revised by deleting sections 5. c. and replacing that section as follows:

5. c. Meetings will be held every second month.

4. That Bylaw 2008/01/C section 5. e. be revised by deleting the words “with a minimum of one Town Councillor present.”

**AND THAT** this bylaw shall come into force and have effect from and after the date of third reading thereof.

Read a first time this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A. D.

Read a second time this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A. D.

Read a third and final time this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A. D.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
TOWN MANAGER



**DRAYTON VALLEY**  
*'Pulling Together'*

**BY-LAW NO. 2008/01/C**

**ESTABLISHMENT OF THE DRAYTON VALLEY  
EARLY CHILDHOOD DEVELOPMENT CENTRE BOARD**

Being a By-Law of the Town of Drayton Valley in the Province of Alberta to provide for the establishment of the Drayton Valley Early Childhood Development Centre Board and set forth the duties and responsibilities of that Board.

**WHEREAS** the Municipal Government Act, being Chapter M-26 of the Revised Statutes of Alberta 2000 and amendments thereto, provides for the establishment of any Board considered desirable for the purpose of managing and operating, and advising in the management and operation of, any branch or any department of the Municipality's services, and in the extension and improvement thereof;

**NOW THEREFORE**, the Council of the Town of Drayton Valley, duly assembled, hereby enacts as follows:

- There is hereby established, an Early Childhood Development Centre facility and program for the Town of Drayton Valley; and
- There is hereby established an Early Childhood Development Centre Board which shall be known as the Drayton Valley Childcare Board; and
- The By-Law shall be cited as the Drayton Valley Early Childhood Development Centre Board By-Law.

**AND WHEREAS**, the Council of the Town of Drayton Valley deems it advisable to repeal Bylaw 2007/21/C.

**NOW THEREFORE**, the Council of the Town of Drayton Valley in the Province of Alberta hereby enacts as follows:

1. That Bylaw 2007/21/C is hereby repealed.

**1. Definitions**

- a) Town – means the Town of Drayton Valley
- b) Board – means the Drayton Valley Childcare Board
- c) Town Council – means the Town of Drayton Valley Council

- d) Members of Community At Large – means citizens of the Town of Drayton Valley or others at the discretion of Council.

## **2. Purpose of the Board**

The Board shall direct the operations of the Early Childhood Development Centre based on the annual budget and policies established by the Town of Drayton Valley.

Specifically, the Board is delegated responsibility for and shall provide support and direction to the Early Childhood Development Centre Program Manager in the following areas.

In accordance with the policies set by Town Council the Board shall:

- a) Formulate the plans, priorities and procedures regarding Childcare Services with a view to the establishment of a comprehensive program.
- b) Formulate the Centre's programs to achieve the desired vision and goals of the Centre.
- c) Make recommendations to Council for the development and approval of the annual operating budget.
- d) Direct and support the coordination and administration of Childcare services within approved budgets and policies.
- e) Provide direction on and recommends to Council the policies and procedures that guide the operation of the Centre.
- f) Consult with professional groups, social agencies (public or private) or other groups as it may determine advisable.
- g) Cooperate for joint planning, with related community groups and agencies.
- h) Make recommendations to Council on policy governing grants and implementation of Town Council policy for grants and specific grant applications for the Centre and its operations.
- i) Make recommendations to Council for the level of staffing, and approval of the staff level recruitments within the approved budget.
- j) Oversee implementation of Centre procedures including registration, assessments, collaborative programs, and marketing.

## **3. Duties/Terms of Reference**

The Board is a Council Committee and its function shall be governed by the Municipal Government Act being Chapter M-26 of the Revised Statues of Alberta, 2000 and amendments thereto.

#### **4. Composition of the Board**

- a) The Board shall consist of five (5) members, who shall be appointed by resolution of Town Council for a two (2) or three (3) year term.
- b) Board Members shall be appointed for their terms commencing in October of each year. The Board shall be composed of as follows:
  - i. Two (2) members from Town Council
  - ii. Three (3) members of the Community-at-Large.
- c) Town Council will appoint two (2) Councillors from the Town; these appointments occurring at the Town organizational meeting, as required. In the event the Councillors appointed by Town Council cease to be Councillors, their appointment shall be deemed terminated and Town Council shall appoint a replacement Councillor for the balance of the term.
- d) Board members shall be selected on the basis of an active interest in Childcare services and community development as a whole. Board members shall have a long-term view of the full development needs of children.
- e) All Board appointments are to be made by Town Council and may be terminated by Town Council.
- f) Absenteeism – should a member miss three (3) consecutive meetings their membership will be reviewed by the Childcare Board and a recommendation may be made to Town Council to terminate a particular appointment.

#### **5. Board Procedures**

- a. Members of the Board will include an elected Chair. Board members will elect the Chair and vice-Chair.
- b. The Chair will be selected at the first meeting of the Board following the Annual Organizational Meeting of Town Council in each year.
- c. Meetings will be held monthly.
- d. The Chair can schedule additional meetings as necessitated.
- e. A quorum for regular and special meetings of the Board shall consist of a majority of voting Board members, with a minimum of one Town Councillor present.
- f. Board members will be reimbursed for expenses incurred on Board related business (e.g. travel, meals, etc.). Reimbursements will follow Town of Drayton Valley guidelines.
- g. The Program Manager for the Early Childhood Development Centre shall be appointed by the Town of Drayton Valley and will provide for all administrative functions of the Early Childhood Development Centre.
- h. The Program Manager shall be directly supervised by the Director of Community Services.
- i. The Recording Secretary, as designated by the Childcare Program Manager, shall prepare an agenda for all upcoming meetings of the Board, containing items submitted

by the Chair or other Board members or referred by Town Council, and shall be circulated three (3) days in advance of the meeting.

- j. A minute book shall be kept and minutes of all regular and special meetings shall be recorded therein by the Recording Secretary.
- k. The Chair and all appointed Board members shall vote on any question, except where authorization to abstain from voting due to conflict of interest has been obtained. In the event of a tie, the motion shall be lost.
- l. Meeting procedure shall be conducted in accordance with good meeting practices and disputes resolved in accordance with Robert's Rules of Order.

## 6. Committee Procedures

- a) Ad-hoc or advisory groups to the Board may be formed subject to Council approval, to address specific issues. These groups may include individuals who are not members of the Board but who lend needed expertise to the issue. Such groups shall deal only with the matter of question referred to it for consideration and shall upon completion of this assignment be disbanded.
- b) Advisory groups will provide advice and support related to their area of assignment at the regular meetings of the Board.

## 7. Limitations

- a) Neither the Board, nor any of its members, shall have the power to pledge the credit of the Town in connection with any matters whatsoever, nor shall the Board or any member thereof have any power to authorize any expenditure to be charged against the Town by any of the Parties without prior approval by the Town.

## 8. Enactment

- a. This By-Law shall come into force and have effect from and after the date of third reading thereof.

**READ** a first time this 30<sup>th</sup> day of January, A.D. 2008


\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**TOWN MANAGER**

READ a second time this 30<sup>th</sup> day of January, A.D. 2008



\_\_\_\_\_  
**MAYOR**



\_\_\_\_\_  
**TOWN MANAGER**

READ a third and final time this 30<sup>th</sup> day of January, A.D. 2008



\_\_\_\_\_  
**MAYOR**



\_\_\_\_\_  
**TOWN MANAGER**



<b>AGENDA ITEM: 10.7.</b>	<b>Snow Removal Policy T-01-99</b>
<b>Department:</b>	<b>Engineering, Public Works</b>
<b>Presented by:</b>	<b>Councillor Wheeler</b>
<b>Support Staff:</b>	<b>Sonya Wrigglesworth</b>

**BACKGROUND:**

The Town of Drayton Valley Snow Removal Policy T-01-99 was approved October 29, 2014. However, Schedule A, B, C, and D were not included. The attached Policy is complete with all Schedules.

**RECOMMENDATION:**

I move that Council approve the updated Snow Removal Policy T-01-99.



## TOWN OF DRAYTON VALLEY

<b>Department:</b>	TRANSPORTATION	<b>Policy #:</b>	T-01-99
<b>Subject:</b>	SNOW REMOVAL POLICY, revising previous Snow Removal Policy T-01-99 approved October 29, 2014		
<b>Approval Date:</b>		<b>Review Date:</b>	

### POLICY

#### 1. SNOW REMOVAL PRIORITIES

(a) **The Snow Removal Program shall follow priorities as set out in Schedule “A”.**

**Priority 1 (“Schedule A”):**

- I. 50<sup>th</sup> Avenue and 50<sup>th</sup> Street
- II. School Bus Routes (as supplied by School Division)
- III. Hospital (41<sup>st</sup> Avenue)
- IV. 47<sup>th</sup> Avenue- Shangri La Lodge
- V. Downtown Streets
- VI. Fire Hall
- VII. 45<sup>th</sup> Avenue and 58<sup>th</sup> Street- Access to Omniplex
- VIII. 52<sup>nd</sup> Ave – from 53<sup>rd</sup> St to 49<sup>th</sup> St
- IX. 55<sup>th</sup> Ave – from 50<sup>th</sup> St to Aurora School
- X. 43<sup>rd</sup> St – from 55<sup>th</sup> Ave to 43<sup>rd</sup> Ave

The Town shall also provide priority snow removal to the following as required between or after the sequence under Priority 1 or as seen fit by the Public Works Manager:

- I. Sewer Plant Roadway
- II. Water Plant Roadway
- III. Civic Centre Parking lot and lane
- IV. Omniplex Parking Lot
- V. Early Childhood Development Centre

- VI. Park Valley Pool
- VII. Reservoirs
- VIII. Liftstations
- IX. Shop Yards
- X. Airport- Runway, Inside Roads and Parking Area
- XI. All Hydrants (should be cleared for three feet around for fire fighting purposes)
- XII. Sidewalks from 51<sup>st</sup> Avenue to Senior Citizen's Lodge and Lodge access from 47<sup>th</sup> Avenue
- XIII. Day Use Park
- XIV. R.V. Campground
- XV. Museum/Tourism Office
- XVI. Food Bank

**Priority 2-** The rest of the Town streets will be under Priority 2, but each quadrant will be given priority on a rotating basis.

**(b) Snow Removal from Sidewalks**

The Town shall only remove snow from sidewalks as per Schedule "B" including the intersections that have traffic control signals. Snow Removal for the sidewalks in Schedule "B" shall be carried out only as equipment becomes available.

The guidelines used to clear sidewalks by the Town will be as Follows:

- I. All asphalt walkways along 43<sup>rd</sup> and 50<sup>th</sup> Street
- II. Sidewalk paths connecting the Civic Centre to the Senior Citizen Lodge
- III. Sidewalks abutting public parking lots along 50<sup>th</sup> Street
- IV. Sidewalks adjacent to parking lots
- V. Sidewalks adjacent to public facilities or Town Property
- VI. Sidewalks adjacent to schools which are on public road right-of-ways
- VII. Sidewalks on four corners of traffic signals- Approximately 15ft on each side
- VIII. Other special locations as marked on Schedule "B"

All other remaining sidewalks in Town shall be the Responsibility of the Property owner abutting the sidewalk as set out in the Traffic By-Law.

**2. SCOPE OF SNOW REMOVAL**

All snow will be hauled away from the areas and streets under Priority 1 with the exception of areas where reasonable space is available to push snow to the sides.

The extent of snow removal from residential streets under Priority 2 will depend upon the amount of snowfall. The scope would be to clean these streets a minimum of twice during the winter season. The intent is to haul all snow away with the exception of areas where space is available to push it to the sides.

The streets that do not require snow hauling may be cleared before other streets which do require snow hauling under the same priority.

Budget constraints will also determine the extent and frequency of snow removal.

### **3. WORKING HOURS**

Normal snow removal will be carried out during regular work hours; Monday to Friday, 7:30 am to 4:00 pm.

The amount of snowfall will determine if the the regular eight hour shift is to be extended to a 12 hour shift. Snow Removal activities outside normal working hours and weekends are as discussed in item six (6).

In case of emergency, all employees from Public Works will respond as requested by the Public Works Manager. "Emergency" includes a situation or event in which there is imminent danger to public safety, or serious or potential harm to property.

### **4. SANDING OPERATIONS**

Sanding hours shall be determined as necessary and will be dependent on ice conditions and areas to be sanded.

Priority will be given to all important intersections, but the sanding of streets will be dependent on the icing conditions on any particular street or as determined by the Public Works Manager. Regular street sanding schedules are indicated as per "Schedule C". Regular sidewalk and walkway sanding schedules are indicated as per "Schedule D"..

### **5. SNOW REMOVAL SIGNS**

The "No Parking" signs may be placed 24 hours prior to snow removal whenever necessary, and any parked vehicles in the "No Parking" zones may be ticketed and/or towed away as per Schedule "E".

Snow removal sign placement location, date and time will be recorded by Public Works. Sign removal will also be recorded by Public Works.

## 6. COMMUNICATIONS

The Public Works Manager or designate will ensure that all snow removal activities are conveyed to the residents of Drayton Valley through the use of, but not limited to:

- Announcement (through the Communications Officer or designate) 24 hours in advance when possible through use of:
  - Town website,
  - Town Facebook Page
  - Town Electronic Sign Board
  - Local radio station
- Placement of signage:
  - Along boulevards 24 hours in advance (when possible)

The generic message for all snow removal communications is:

*“Snow removal activities are scheduled for the (insert area) on (insert date). For more information on Snow Removal Routes please visit [www.draytonvalley.ca](http://www.draytonvalley.ca)*

*Please assist with the snow removal by finding alternative parking arrangements when “No Parking” signs are posted in your area. Kindly have your vehicle moved by 7:30 AM when the “No Parking” signs are posted in your area.”*

The communication when practical will occur at a minimum of 24 hours in advance of the snow removal activity. The Town will routinely review other options for improving communication of snow removal activities.

## 7. STANDBY DUTIES

Two employees will be on standby duty each day during the winter months after the regular work hours.

The Public Works - Roads standby duty person will be responsible for taking all calls outside normal working hours and will respond to sanding requirements and any other complaints.

The standby duty person shall monitor weather conditions and respond to icy conditions of roadways and shall go out and sand the streets as frequently as may be required

and/or as determined by the Public Works Manager. The second standby duty person shall respond to all icy conditions of sidewalks as required.

In case of a winter storm, the snow removal program will be implemented immediately without advance posted (48 hour No Parking signs, online and radio notification) notice to residents. All necessary employees shall respond in such instances.

## **8. CONTRACTING SERVICES**

Rental of snow removal equipment will be required from time to time depending upon the work load or in order to accelerate the snow removal process.

Contractors will be hired only where an agreement has been signed as per Schedule "F".

Rental of Trucks: A list of truckers who have expressed an interest in working with the town will be prepared. The trucks will be hired on a rotating basis. Any individual trucker who does not perform to the satisfaction of the Public Works Manager or abide by the Town of Drayton Valley's Safety Policy or the Contractor Agreement will automatically be removed from the list.

All truckers will be hired on an hourly basis at the rates established by the Town Council each year. The truckers must have their side boards on before showing up for work.

All truckers hired must have a Business License or a Snow Hauling Permit for the current season from the Town of Drayton Valley to be added on the snow hauling list. The cost of a Snow Hauling Permit for any one season will be as per the Town of Drayton Valley's current Fee Schedule.

## **9. CUSTOM WORK**

Snow removal services by the Town may be supplied to private parking lots (commercial, mobile home courts, shopping centers, etc.) on a lowest priority basis and as per an agreement entered into between owners and the Town. The Agreement as provided for in Schedule "G" attached must be filled out and signed before any snow removal service is supplied to the applicant. The Town will only supply this service if manpower and equipment is available. The service shall be provided as per the rate schedule in the agreement and on a first-come first serve basis.

## **10. RURAL RESIDENTS**

Snow removal and grading of private rural driveways may be provided on a lowest priority basis and as per an agreement entered into between owners and the Town. This service is offered to those residents which were annexed into the Town of Drayton

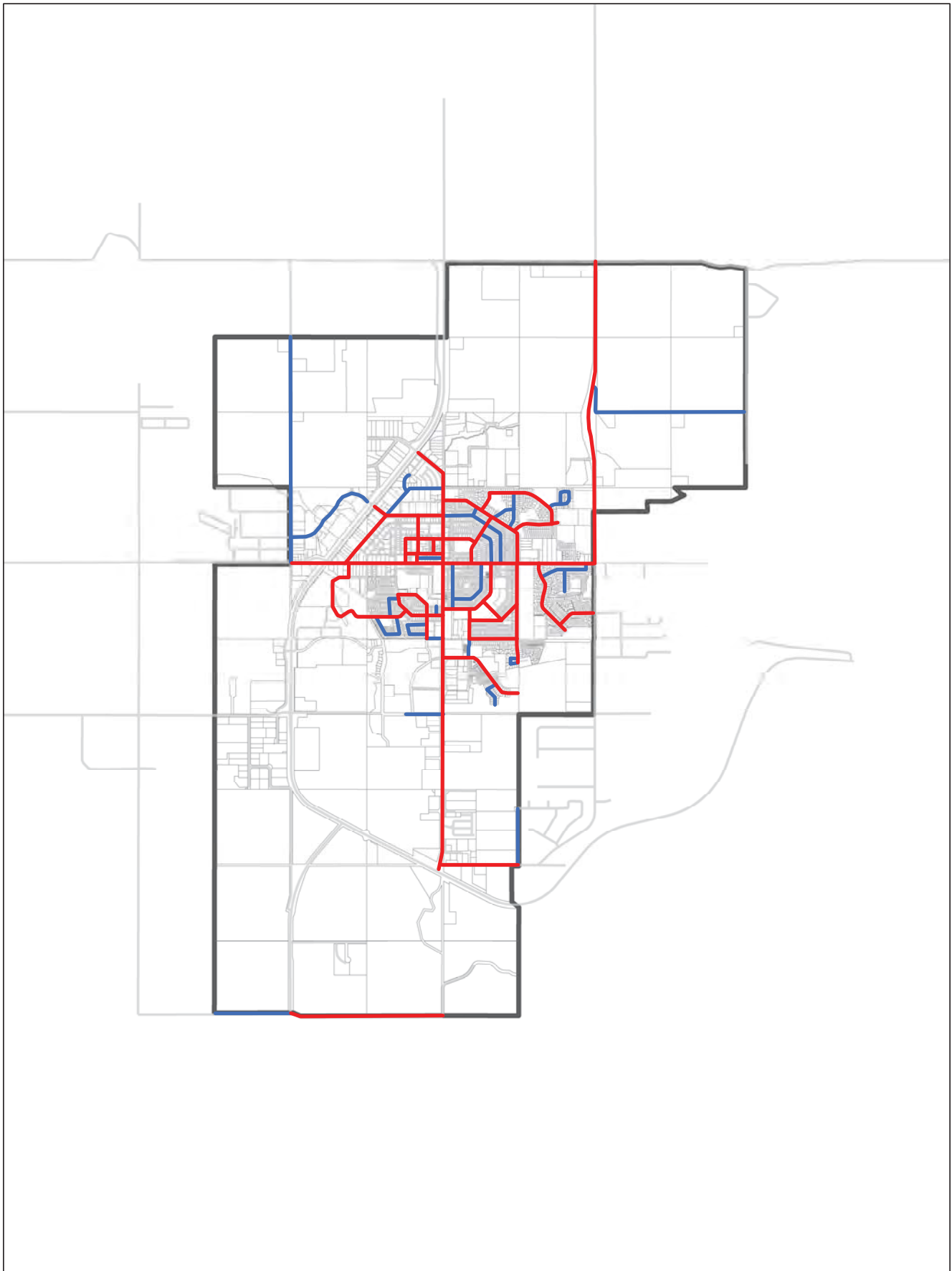
Valley in 2012. All conditions of the Annexation agreement in regards to length of service will be followed. Rural Residents entering into an agreement for Snow Removal service with the Town are to be advised that snow removal service may take up to seven (7) working days. Residents should be prepared to make alternate snow removal arrangements. The Agreement as provided for as Schedule "H" attached must be filled out and signed before any snow removal service is supplied to the applicant. The service shall be provided as per the Town of Drayton Valley's current Fee Schedule on a first-come first serve basis.

**11. GENERAL**

- a) The extent of the Snow Removal Program will be strictly dependent upon the budget.
- b) It will be the responsibility of the Public Works Manager to ensure that Snow Removal is implemented in accordance with the Snow Removal Policy.
- c) Any change requests in the policy must be brought to the notice of the Public Works Manager.
- d) All employees will take necessary precautions to work in a safe manner in accordance to the Town Safety Policy and OH&S regulations.
- e) In Case of an accident or damage to any structure or equipment, the scene shall be secured immediately and the immediate supervisor or Health and Safety Coordinator contacted. A complete Incident Report must be filled out. Each employee is required to follow all Safety procedures as per the Town of Drayton Valley Safety Manual, Safety Policy and OH&S regulations.
- f) Equipment will be checked for their proper operation and maintenance on a daily basis by staff utilizing the equipment

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Mayor/Town Manager



**Legend**

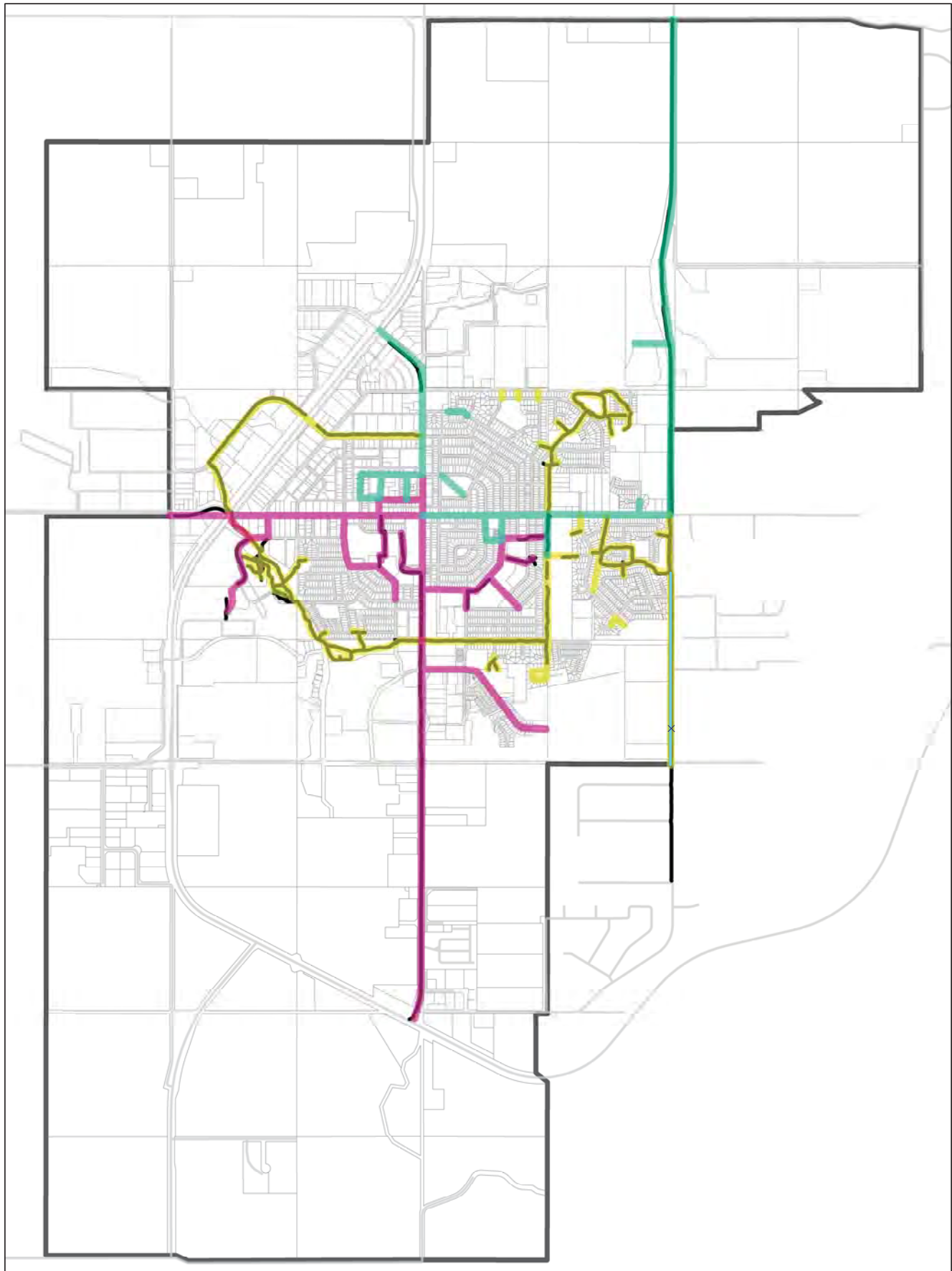
- Primary
- Secondary
- Town Boundary



# Schedule A Town of Drayton Valley Roadway Snow Removal





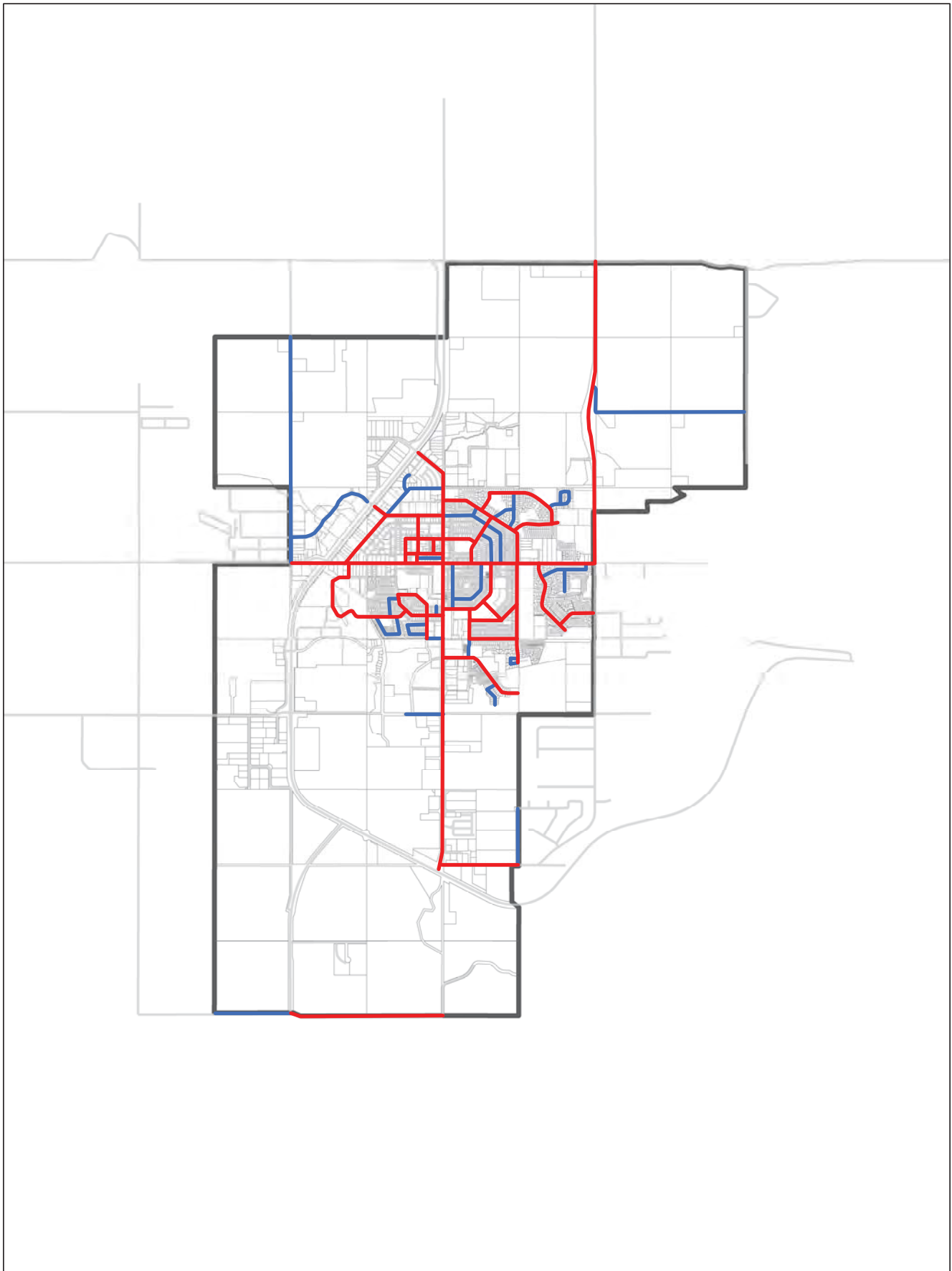


- Schedule A
- Schedule B
- Schedule C
- Walking Trails
- Town Boundary



## Schedule B Town of Drayton Valley Walkway Snow Removal Schedule





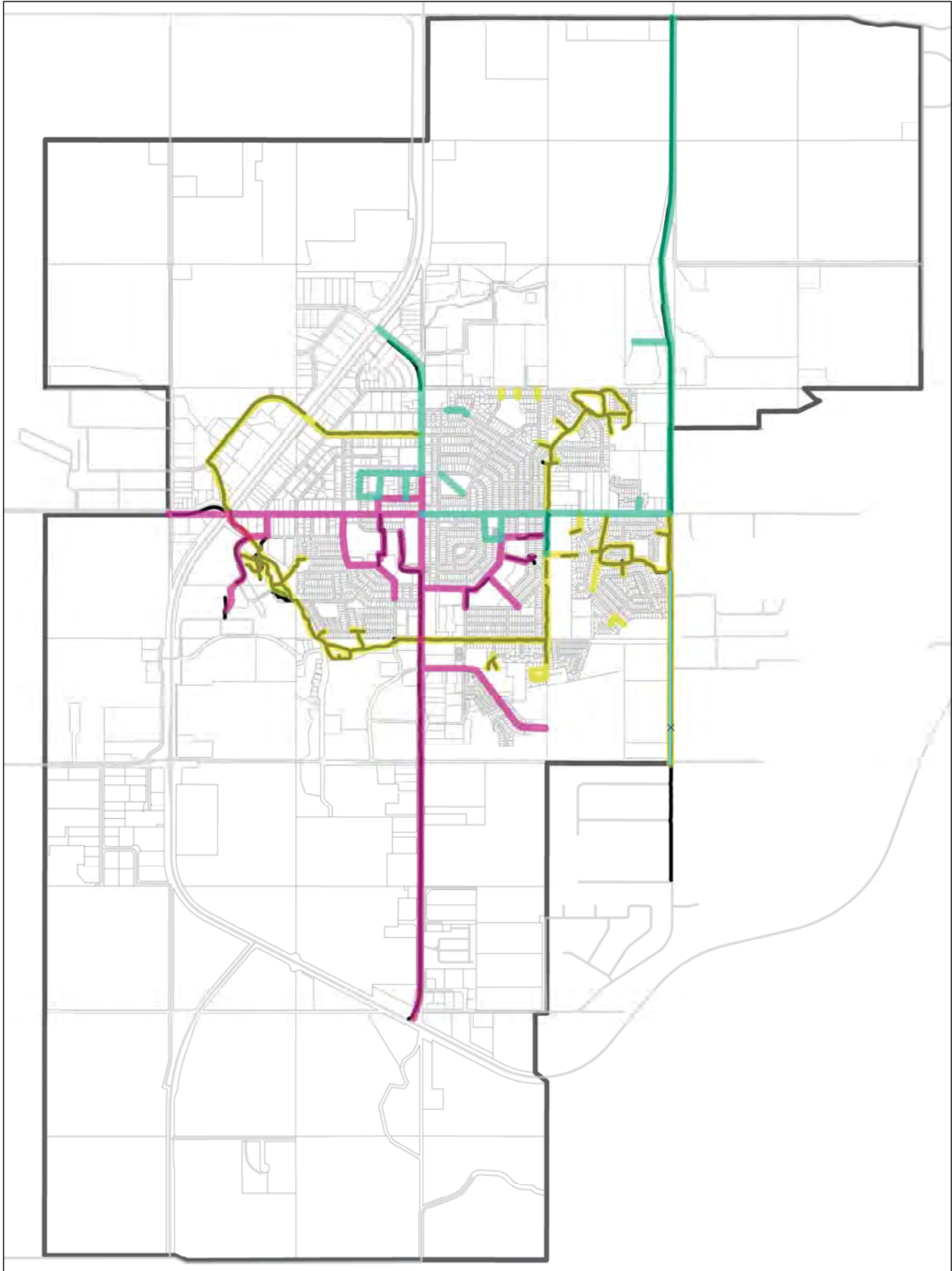
**Legend**

- Primary
- Secondary
- Town Boundary



# Schedule C Town of Drayton Valley Roadway Sanding Schedule





- Schedule A
- Schedule B
- Schedule C
- Walking Trails
- Town Boundary



## Schedule D Town of Drayton Valley Walkway Sanding Schedule



## SCHEDULE "E"

### TOWING OF VEHICLES FROM STREETS FOR THE PURPOSE OF STREET MAINTENANCE

The following procedure will be followed for towing vehicles from streets for the purpose of street maintenance:

1. The Public Works Manager will decide which street needs to be cleared of parked vehicles for the purpose of snow removal, sweeping or any other repairs.
2. "No Parking" signs shall be placed on a particular street at least 24 hours in advance of the scheduled maintenance. The signs shall be placed in locations where they are clearly visible to the public.
3. Before towing a vehicle, the Public Works Manager or designated crew shall contact the Community Peace Officer or By-law Enforcement Officer. In the absence of the By-law Enforcement Officer, the Public Works Manager or designated crew shall check with the residents of the house in front of which the vehicle is parked in order to have it moved. If there is no response, the following steps are to be taken:

**Step I:** Complete Vehicle Condition checklist; noting colour, make, model, license plate and any existing damages.

**Step II:** Call a towing service to have the vehicle towed away.

**Step III:** The Public Works Manager will take the above information to the By-law Enforcement Office the following morning if the towing was done during the night, or the same day if towing was done during the day. The information will be supplied to the RCMP in the absence of a By-law Enforcement Officer.

## SCHEDULE "F"

### AGREEMENT FOR SUPPLY OF SERVICES FOR SNOW REMOVAL

WHEREAS, the undersigned Subcontractor (hereinafter called the "Subcontractor" is engaged in the business of supplying the following services:

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(hereinafter called the "services")

AND WHEREAS, the Town of Drayton valley (hereinafter called the "Town") in reliance upon the Subcontractor's representation that he/she is competent and capable of supplying the services, is prepared to engage the Subcontractor.

NOW THEREFORE, in consideration of the premises and of the mutual covenants below, the parties agree as follows:

1. The Town hereby agrees to engage the Subcontractor to supply the snow removal services in the manner, at such times and locations as the Town may from time to time advise in writing.
2. The Town shall pay the Subcontractor for the snow removal services at the rate of \$\_\_\_\_\_ (per hour or day).
3. The subcontractor shall submit an invoice to the Town upon completion of the supply of services, or, if the supply of the services is to be for a period of more than two weeks, on the 15<sup>th</sup> and 30<sup>th</sup> days of each calendar month. This invoice shall contain a statement for the period during which the services were supplied (such period expiring on the day before the invoice amount based upon the rate described in paragraph 2. All daily timesheets are to signed by the Public Work Manager or designate.
4. The Town shall pay to the Subcontractor the amount of each invoice that is provided in accordance with this Agreement, within thirty (30) business days of receipt of same.
5. The Subcontractor agree to obtain and maintain whatever licenses or permits may be required by law in supplying the services and to comply with all

applicable laws and regulations. The Subcontractor also agrees to be responsible for locating any service line, i.e. Telus, TransAlta Utilities, Northwestern Utilities, or existing stubs involved when hooking up to new lines.

- 6. The parties agree that their relationship is that of independent contractors and nothing contained in the agreement shall create or be deemed to create an employer-employee or principal-agent relationship.
- 7. The Subcontractor acknowledges and agrees that the Town has no obligation or responsibility for the reporting, deduction or payment of income taxed, unemployment insurance, Canada Pension Plan, Worker's Compensation Board or other similar payments for or on behalf of the Subcontractor. The Subcontractor further agrees to indemnify and save harmless the Town and against any and all claims that may arise therefrom.
- 8. The Subcontractor agrees to complete a Contractor Orientation session and provide the Town with Proof of Commercial Insurance Liability of two (2) million dollars.
- 9. The Subcontractor must have clearance from the Worker's Compensation Board.
- 10. The Subcontractor agrees to abide by the Town of Drayton Valley's Safety Policy as defined in the Contractor Orientation.
- 11. This agreement may not be assigned by the Subcontractor and may be terminated by either party delivering to the other party two days written notice.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Town of Drayton Valley  
\_\_\_\_\_  
Title: \_\_\_\_\_

Subcontractor  
\_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE "G"**

**SNOW REMOVAL SERVICES**

The Town of Drayton valley can provide snow removal services for private parking lots within the Town limits, subject to the following conditions and the Town of Drayton Valley Fee Schedule.

1. The timing of supplying services will depend on the availability of equipment and manpower and based on a lowest priority.
2. These services will be provided on the condition that the Town is not responsible for any known damage to private pavement, but also all future damages not now known or anticipated and which may later develop or be discovered.
3. It shall be the responsibility of this applicant to see that all vehicles are removed from the area to be cleaned.
4. The Town has the right to deny the service request for whatever reason.
5. The parties agree that their relationship is that of independent contractors and nothing contained in the agreement shall create or be deemed to create an employer-employee or principal-agent relationship.
6. The Contractor acknowledges and agrees that the Town has no obligation or responsibility for the reporting, deduction or payment of income taxed, unemployment insurance, Canada Pension Plan, Worker's Compensation or other similar payments for or on behalf of the Subcontractor. The Contractor further agrees to indemnify and save harmless the Town and against any and all claims that may arise therefrom.
7. This agreement may not be assigned by the Contractor and may be terminated by either party delivering to the other party two days written notice.

If you require the said service, please sign below, thereby implying that you are in agreement with the said conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

Town of Drayton Valley

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Title: \_\_\_\_\_

Subcontractor

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Title: \_\_\_\_\_



**SCHEDULE "H"**

**PRIVATE RURAL DRIVEWAY SNOWPLOWING AND GRADING AGREEMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between

Town of Drayton Valley  
(Hereinafter referred to as "Town" of the first part)

AND

\_\_\_\_\_  
Please Print  
(Hereinafter referred to as "Owner or Lessee")

Flag No.: \_\_\_\_\_ New Flag Required: \_\_\_\_\_

Please Specify: Owner \_\_\_\_\_ Lessee \_\_\_\_\_

WHEREAS, The Owner or Lessee is the Owner, Purchaser, or Lessee of the Following Land:

QUARTER \_\_\_\_\_ SECTION \_\_\_\_\_ TWP \_\_\_\_\_ RANGE \_\_\_\_\_ W5M

LOT \_\_\_\_\_ BLOCK \_\_\_\_\_ PLAN NO. \_\_\_\_\_

RURAL ADDRESS \_\_\_\_\_

SUBDIVISION NAME \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

TOWN \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

PHONE NO. (HOME) \_\_\_\_\_ (WORK/CELL) \_\_\_\_\_

The Personal information being collected on this form will be used for the purpose of determining eligibility for the snowplowing private driveways program. It is protected by the privacy provisions of the Freedom of Information and Protection of Privacy Act. If you have any questions about the collection, contact the FOIP Coordinator of the Town of Drayton Valley at 780-514-2200.

And

WHEREAS, the Owner or Lessee has requested the Town to maintain the private driveway when such driveways become impassible or hazardous due to weather conditions and

WHEREAS, Council for the Town has authorized the maintenance of private driveways when such driveways become impassible or hazardous due to weather conditions.

## 1. PROTOCOL

- Place the flag at the end of your driveway immediately after a snowfall has ended (visible from the public road), ONLY when you wish to have your driveway plowed. Placing the flag out after the grader has gone is too late.
- If your driveway is accessed by a paved road, please call 780-514-2240 and let the Town of Drayton Valley Public Works Department know when you've placed your flag out.
- The plowing season is from October 1<sup>st</sup> to September 31<sup>st</sup> of any given year.
- The first plowing of the season is free, each plowing after is minimum charge of \$20.00 plus GST.
- Seniors, handicapped/disabled and widowed are free if the "EXEMPTION DECLARATION" section of this agreement has been executed.

EXCEPTIONS to the above provisions are:

- No charge to disabled persons, handicapped persons or widows
  - No charge for snowplowing and grading to Community Centre's (Halls), Churches and Cemeteries
  - No charge for snowplowing or grading in situations requiring immediate medical attention or funerals
  - No charge for senior citizens
  - Snowplowing and grading of private driveways and/or roads to feed supplies that become impassible or hazardous due to snow conditions will be charged as per the Schedule of fees bylaw.
2. The grader will make one pass into the residence and one pass out ONLY. The Town will not plow out fuel tanks, corrals, parking areas, etc.
  3. The plowing will happen only when it is convenient for the Town to do so. After the most recent snowfall event has ended, expect a wait of up to 7 days before driveways are plowed. If immediate plowing is required the landowner/resident will have to seek other options to have the snow removed. The Town's first priority is public roads.
  4. It is the landowner's responsibility to ensure there is enough room to accommodate the grader.

5. The Town has the right to refuse service. If the driveway is “treed” in, meaning if a grader cannot make it in and out without damaging the grader with tree limbs breaking antennas off etc., then the Town will not plow the driveway.
6. The Town is not responsible for any damages to the private property.

NOW THEREFORE, the Town and the Owner or Lessee for the consideration hereinafter named agrees as follows:

1. The Town agrees to snowplow the private driveway when so requested by the owner or lessee, however the Town shall not be under any obligation to do so and the maintenance shall be carried out at the sole discretion of the Town. Maintenance will be affected by the Town road priorities, work schedules, weather or other conditions. The Town will attempt to carry out the work within seven (7) working days.
2. The Town shall have the right to refuse to snowplow any driveway that is, in the Town’s sole opinion, hazardous or impractical do so, in any way whatsoever.
3. The Town shall forward to the Owner or Lessee statements showing all charges incurred by the owner or lessee for snowplow maintenance jobs done by the Town and the Owner or Lessee covenant and agree to pay for all charges not later than thirty days immediately following the invoice date of the account by the Owner or Lessee. In the event that the Owner or Lessee does not pay his account, the Town will refuse to do further snowplowing until the account is paid and any account remaining outstanding shall be a debt to the Town.
4. The Owner or Lessee hereby covenant and agree that he will at all times indemnify and save harmless the Town, its servants and employees from and against all loss, damage, injury or liability sustained, however caused, which may at any time arise while the Town is maintaining the private driveway of the Owner or Lessee.
5. The Owner or Lessee hereby covenant and agree that any damage to the Owner or Lessee property resulting from the maintenance operations carried out by the Town shall be at the Owner or Lessee risk and the Town shall not be responsible for any loss, damage, or injuries sustained by the Owner or Lessee as result of the maintenance by the Town on the Owner or Lessee driveway.

- 6., This agreement may be cancelled by either party give a (7) seven day written notice to the address appearing above.
- 7. This agreement cannot be assigned or transferred.
- 8. The Owner or Lessee acknowledges and agrees that he/she has read and understands the terms of this Snowplowing Private Driveway Agreement.

IN WITNESS HEREOF, the parties hereto have set their hands to this Agreement the day the year first written above.

SIGNED AND DELIVERED in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Owner or Lessee Signature

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Printed Name of Owner or Lessee

**PLEASE NOTE:** Snowplowing will be carried out only after the Owner or Lessee has made a request for the work and has signed this agreement

**EXEMPTION DECLARATION**

I hereby declare that I am eligible under the terms of agreement (See PROTOCOL to be exempt from additional charges and above the initial free plowing. I fall under the following category:

**Handicapped/Disabled** \_\_\_\_\_ **Widow** \_\_\_\_\_ **Senior** \_\_\_\_\_

I am aware that should there be able bodied individual residing on the property, I am not eligible for the exemption.

The Town reserves the right to request verification.

\_\_\_\_\_  
Owner or Lessee Signature

<b>COUNCIL AGENDA ITEM: 10.8. November 19, 2014</b>	<b>Privacy Policies A-13-14, A-13-14(1), A-13-14(2)</b>
<b>Department:</b>	<b>Administration</b>
<b>Presented by:</b>	<b>Councillor Bossert</b>
<b>Support Staff:</b>	<b>Annette Driessen for Chandra Dyck</b>

**BACKGROUND:**

An important aspect of the work that the Town does is ensuring that the privacy of those accessing our services is protected. Through the *Freedom of Information and Protection of Privacy Act* and *Personal Information Protection Act* those requirements are legislated, however it is important that municipalities have Policies in place which describe the practices and safeguards in place when information is collected.

Administration has prepared three Policies for Council's approval. The first of these Policies is a general Privacy Policy which can apply in all situations and is based on a sample provided by Service Alberta. Two supplementary Policies are then proposed – one to deal specifically with online privacy when accessing Town online services, and the second for the privacy protections in place for employees and volunteers of the Town.

**RECOMMENDATION:**

I move that Council approve:

Privacy Policy A-13-14

Online Privacy Policy A-13-14(1)

Employee and Volunteer Privacy Policy A-13-14(2)



## TOWN OF DRAYTON VALLEY

<b>Subject:</b>	Privacy Policy	<b>Policy:</b>	A-13-14
<b>Department:</b>	Administration		
<b>Approval Date:</b>		<b>Review Date:</b>	
<b>Associated Policies:</b>	Online Privacy Policy Employee and Volunteer Privacy Policy		

### Privacy Policy

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#### Purpose

The Town of Drayton Valley (hereinafter referred to as the “Town”) is committed to safeguarding the personal information entrusted to it by its clients. The Town manages your personal information in accordance with Alberta’s *Personal Information Protection Act* (hereinafter referred to as “PIPA”) and other applicable laws. This Policy outlines the principles and practices the municipality follows in protecting your personal information.

This Policy applies to the Town and its various departments. The Policy also applies to any person providing services on the Town’s behalf.

#### Definitions

Within this Policy the following definitions shall apply:

*personal employee information* is subjective data about a member of municipal staff or a volunteer which is collected, used or disclosed solely for the purposes of establishing, managing, or terminating an employment relationship or a volunteer work relationship. Personal employee information may, in some circumstances, include a Social Insurance Number, a performance review, etc.

*personal information* means data about an identifiable individual. This includes an individual’s name, home address, phone number, age, sex, marital or family status, an identifying number, financial information, educational history, etc.

<b>Subject:</b>	Privacy Policy	<b>Sign off:</b>	
<b>Department:</b>	Administration		
<b>Approval Date:</b>		<b>Review Date:</b>	

**Procedure**

The Town collects only the personal information that it needs for the purposes of providing services to clients, including personal information needed for, but not limited to the following:

- open and manage a utility account;
- deliver requested services;
- enroll a client in a program;
- send out association membership information;
- assess suitability for tenancy;
- provide permits or licenses;
- contact clients about appointments;
- notify clients of upcoming events of interest;
- administer our programs;
- investigating and remedying complaints
- tendering and purchasing of services;
- human resources;
- advise of grant and sponsorship opportunities and decisions; and
- meet regulatory requirements.

The Town normally collects client information directly from its clients, but may collect information from other persons with your consent or as authorized by law.

<b>Subject:</b>	Privacy Policy	<b>Sign off:</b>	
<b>Department:</b>	Administration		
<b>Approval Date:</b>		<b>Review Date:</b>	

The Town informs its clients, before or at the time of collecting personal information, of the purposes for which it is collecting the information. However, the Town does not provide this notification when a client volunteers information for an obvious purpose (for example, producing a debit card for payment when the information will be used only to process the payment).

Consent

The Town asks for consent to collect, use or disclose client personal information, except in specific circumstances where collection, use or disclosure without consent is authorized or required by law. The Town may assume your consent in cases where you volunteer information for an obvious purpose.

In cases where the Town collected personal information before January 1, 2004, the Town assumes your consent to its use and, where applicable, disclosure for the purpose for which the information was collected.

The Town asks for your express consent for some purposes and may not be able to provide certain services if you are unwilling to provide consent to the collection, use or disclosure of certain personal information. Where express consent is needed, the Town will normally ask clients to provide their consent orally (in person, by telephone), in writing (by signing a consent form, by checking a box on a form, or electronically (by clicking a button).

A client may withdraw consent to the use and disclosure of personal information at any time, unless the personal information is necessary for the Town to fulfil its legal obligations. The Town will respect your decision, but may not be able to provide you with certain services if it does not have the necessary personal information.

Use and Disclosure

The Town may collect, use or disclose client personal information without consent only as authorized by law. For example, the Town may not request consent when the collection, use or disclosure is reasonable for an investigation or legal proceeding, to collect a debt owed to the municipality, in an emergency that threatens life, health or safety, or when the personal information is from a public telephone directory or other public information source.

The Town uses and discloses client personal information only for the purpose(s) for which the information was collected, except as authorized by law. For example, the Town may use client contact information to deliver goods. The law also allows the Town to use that contact information for the purpose of collecting a debt owed to the municipality, should that be necessary.



<b>Subject:</b>	Privacy Policy	<b>Sign off:</b>	
<b>Department:</b>	Administration		
<b>Approval Date:</b>		<b>Review Date:</b>	

If the Town wishes to use or disclose your personal information for any new business purpose, we will ask for your consent.

Accurate and Complete Information

The Town makes every reasonable effort to ensure that client information is accurate and complete. The Town relies on its clients to notify of any changes to their personal information that may affect their relationship with the municipality. If you are aware of an error in the Town’s information about you or your business, please let the Town know and it will correct it on request wherever possible.

In some cases the Town may ask for a written request for correction.

Protection of Information

The Town protects client personal information in a manner appropriate for the sensitivity of the information. The Town makes every reasonable effort to prevent any loss, misuse, disclosure or modification of personal information, as well as any unauthorized access to personal information.

The Town will notify the Office of the Information and Privacy Commissioner of Alberta, without delay, of a security breach affecting personal information if it creates a real risk of significant harm to individuals.

Retention of Information

The Town retains client personal information only as long as is reasonable to fulfil the purposes for which the information was collected or for legal or business purposes.

The Town destroys or renders client personal information non-identifying records containing personal information once the information is no longer needed. The Town uses appropriate security measures when destroying client personal information, including shredding paper records and permanently deleting electronic records.

Access Requests

Clients of the Town have a right of access to their own personal information in a record that is in its custody or under its control, subject to some exceptions. For example, organizations are required under PIPA legislation to refuse to provide access to information that would reveal personal information about another individual. Organizations are authorized under the Act to refuse access to personal information if disclosure would reveal confidential business

<b>Subject:</b>	Privacy Policy	<b>Sign off:</b>	
<b>Department:</b>	Administration		
<b>Approval Date:</b>		<b>Review Date:</b>	

information. Access may also be refused if the information is privileged or contained in mediation records.

If the Town refuses a request in whole or in part, it will provide the reasons for the refusal. In some cases where exceptions to access apply, the Town may withhold that information and provide you with the remainder of the record.

You may make a request for access to your personal information by writing to the Legislative Services Coordinator of the Town of Drayton Valley to ensure compliance with PIPA. You must provide sufficient information in your request to allow the Town to accurately identify the information you are seeking.

You may also request information about the Town's use of your personal information and any disclosure of that information to persons outside our organization. For personal information collected before January 2004, if the Town does not have a record of disclosures, it will provide information about any disclosure of your information that is likely to have occurred.

You may also request a correction of an error or omission in your personal information.

The Town will respond to your request within forty-five (45) calendar days, unless an extension is granted. The Town may charge a reasonable fee to provide information, but not to make a correction. The Town will advise you of any fees that may apply before beginning to process your request.

If you have a question or concern about any collection, use, or disclosure of personal information by the Town of Drayton Valley, or about a request for access to your own personal information, please contact the Legislative Services Coordinator of the Town to ensure compliance with PIPA in the first instance:

Legislative Services Coordinator  
Town of Drayton Valley  
Box 6837, 5120 – 52 Street  
Drayton Valley, Alberta T7A 1A1  
Fax: 780-514-2200 Email: [legislation@draytonvalley.ca](mailto:legislation@draytonvalley.ca)  
Website: [www.draytonvalley.ca](http://www.draytonvalley.ca)

<b>Subject:</b>	Privacy Policy	<b>Sign off:</b>	
<b>Department:</b>	Administration		
<b>Approval Date:</b>		<b>Review Date:</b>	

If you are not satisfied with the response you receive, you should contact the Information and Privacy Commissioner of Alberta:

Office of the Information and Privacy Commissioner of Alberta  
Suite 2460, 801 - 6 Avenue, SW  
Calgary, Alberta T2P 3W2  
Phone: 403-297-2728 Toll Free: 1-888-878-4044  
E-mail: [generalinfo@oipc.ab.ca](mailto:generalinfo@oipc.ab.ca) Website: [www.oipc.ab.ca](http://www.oipc.ab.ca)

A copy of this Policy shall be provided to any client on request.

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Mayor



## TOWN OF DRAYTON VALLEY

<b>Subject:</b>	Online Privacy Policy	<b>Policy:</b>	A-13-14(1)
<b>Department:</b>	Administration		
<b>Approval Date:</b>		<b>Review Date:</b>	
<b>Associated Policies:</b>	Privacy Policy Employee and Volunteer Privacy Policy		

### Online Privacy Policy

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#### **Purpose**

This Policy is supplementary to the Town's Privacy Policy and intended to deal specifically with the privacy of individuals using Town online resources.

#### **General Policy**

The Town collects information that you provide directly to it. For example, it collects information when you:

- create an account;
- subscribe or participate in any interactive features of our services;
- fill out a form;
- request customer support; or
- otherwise communicate with us.

The types of information the Town may collect include your name, email address, postal address, credit card information, and other contact or identifying information you choose to provide.

When you access or use the Town's on-line services, we automatically collect information about you, including:

- **Log Information:** The Town may log information about your use of our services, including the type of browser you use, access times, pages viewed, your IP address and the page you visited before navigating to our services.

<b>Subject:</b>	Online Privacy Policy	<b>Sign off:</b>	
<b>Department:</b>	Administration		
<b>Approval Date:</b>		<b>Review Date:</b>	

- **Device Information:** The Town may collect information about the computer you use to access our services, including the hardware model, and operating system and version.
- **Information Collected by Cookies and Other Tracking Technologies:** The Town may use various technologies to collect information, and this may include sending cookies to your computer. Cookies are small data files stored on your hard drive or in your device memory that help the Town to improve its services and your experience, see which areas and features of Town services are popular and count visits. The Town may also collect information using web beacons (also known as "tracking pixels"). Web beacons are electronic images that may be used in our services or emails and to track count visits or understand usage and campaign effectiveness.

The Town does not use your information for serving up ads, but uses information about you for various purposes, including to:

- provide, maintain and improve our services;
- provide services you request, process transactions and to send you related information, including confirmations and invoices,
- send you technical notices, updates, security alerts and support and administrative messages;
- respond to your comments, questions and requests and provide customer service;
- communicate with you about Town-related news and information;
- monitor and analyze trends, usage and activities in connection with Town services; and
- personalize and improve our services.

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Mayor



## TOWN OF DRAYTON VALLEY

<b>Subject:</b>	Employee and Volunteer Privacy Policy	<b>Policy:</b>	A-13-14(2)
<b>Department:</b>	Administration		
<b>Approval Date:</b>		<b>Review Date:</b>	
<b>Associated Policies:</b>	Privacy Policy Online Privacy Policy		

### Employee and Volunteer Privacy Policy

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#### Purpose

This Policy is supplementary to the Town's Privacy Policy and intended to deal specifically with the privacy of individuals employed by or volunteering for the Town.

#### General Policy

The Town collects, uses and discloses personal employee information to meet the following purposes:

- determining eligibility for employment or volunteer work, including verifying qualifications and references;
- establishing training and development requirements;
- assessing performance and managing performance issues if they arise;
- administering pay and benefits (paid employees only);
- processing employee work-related claims (e.g. benefits, workers' compensation, insurance claims) (paid employees only);
- complying with requirements of funding bodies (e.g. grants); and
- complying with applicable laws (e.g. *Canada Income Tax Act*, *Alberta Employment Standards Code*).

<b>Subject:</b>	Employee and Volunteer Privacy Policy	<b>Sign off:</b>	
<b>Department:</b>	Administration		
<b>Approval Date:</b>		<b>Review Date:</b>	

The Town will only collect, use and disclose the amount and type of personal employee information that is reasonable to meet the above purposes. The following is a list of personal employee information that the Town may collect, use, and disclose to meet those purposes:

- contact information such as your name, home address, telephone number;
- criminal background checks;
- employment or volunteer information such as your resume (including educational background, work history, and references), reference information and interview notes, letters of offer and acceptance of employment, policy acknowledgement forms, background verification information, workplace performance evaluations, emergency contacts, etc.;
- benefit information such as forms relating to applications or changes to health and insurance benefits including medical and dental care, life insurance, short and long term disability, etc. (paid employees only);
- financial information, such as pay cheque deposit information and tax-related information, including Social Insurance Numbers (paid employees only); and
- other personal information required for the purposes of the employment or volunteer relationship.

The Town can collect, use and disclose personal employee information without consent only for the purposes of establishing, managing or ending the employment or volunteer relationship. The Town will provide current employees and volunteers with prior notice about what information it collects, uses, or discloses and its purpose for doing so.

The Town will inform its employees and volunteers of any new purpose for which it will collect, use, or disclose personal employee information, or it will obtain the employee or volunteer's consent, before or at the time the information is collected.

In some cases, after an employment or volunteer relationship with the Town ends, the Town will be contacted by other organizations and asked to provide a reference. It is the Town's policy not to disclose personal information about its employees and volunteers to other organizations who request references without consent. The personal information we normally provide in a reference includes:

<b>Subject:</b>	Employee and Volunteer Privacy Policy	<b>Sign off:</b>	
<b>Department:</b>	Administration		
<b>Approval Date:</b>		<b>Review Date:</b>	

- confirmation that an individual was an employee or volunteer, including the position, and date range of the employment or volunteering; and
- general information about an individual’s job duties and information about the employee or volunteer’s ability to perform job duties and success in the employment or volunteer relationship.

\_\_\_\_\_

Mayor



<b>AGENDA ITEM: 10.9.</b>	<b>ECDC Operational Board – Community Member Appointment</b>
<b>Department:</b>	<b>Community Services</b>
<b>Presented by:</b>	<b>Councillor Nadeau</b>
<b>Support Staff:</b>	<b>Annette Driessen, Director of Community Services</b>

**BACKGROUND:**

The Childcare Operational Board, established under Bylaw 2008/01/C calls for three members-at-large, two of which are to serve a two-year term. Trina Wakelin has handed in her resignation for her two year term ending on November 1<sup>st</sup>, 2016.

The Town has received one application from the community to fill this vacant position on the Board. An application was received from Darlene Ferris. Council is being requested to consider Darlene Ferris's application for an appointment to the Childcare Operational Board.

**RECOMMENDATION:**

I move that Council approve the appointment of Darlene Ferris to the Childcare Operational Board for the remainder of the two year term ending November 1<sup>st</sup>, 2016.



TOWN OF DRAYTON VALLEY  
EARLY CHILDHOOD DEVELOPMENT CENTRE

Application for Board Membership

Name: Darlene Ferris Phone: 403-391-8918

Mailing Address: #17-27272 Twprd 392 Red Deer County T4S 2A6

Street Address:

Email Address: darlene.ferris@wrsc.ca

Related Experience:

- 10 yrs teaching in Faculty of Early Learning @ RDC
- 10 years student services experience @ WRSD
- Masters Degree in School and Child Psychology

Briefly State your reasons for applying for membership:

I am passionate about and an advocate for ensuring that every child has the opportunity to reach their full potential. What happens during early years is of vital importance for every child's development.

Other pertinent information:

As Director of Wellness for WRSD early learning is part of my portfolio.

Will you be able to attend all regular meetings and attend to matters which may require allocation of your personal time?  Yes  No

Are you interested in a:  2 yr Term  3 yr Term  
 doesn't matter

\*As long as it doesn't interfere with my professional obligations to the school Division.

Are you willing to have a criminal record check done?  yes  no

Signature: Darlene Ferris Date September 29/14

<b>AGENDA ITEM: 10.10.</b>	Letter in Support of the PCCS' Family and Community Safety Program grant application
<b>Department:</b>	Community Services
<b>Presented by:</b>	Councillor Shular
<b>Support Staff:</b>	Annette Driessen, Director of Community Services

**BACKGROUND:**

Pembina Crisis Connection Society (PCCS) is applying for a substantial grant from the Family and Community Safety Program. This program supports grassroots projects focused on the prevention of issues such as child abuse, family violence, sexual assault and bullying. This funding will be used to help our community create a community action plan to address the root causes of social issues that affect the safety and well-being of our residents. This program falls within Alberta's Social Policy Framework.

By sending the letter of support, the Town of Drayton Valley will be supporting a community agency in the procurement of resources to develop a Community Action Plan to address societal violence, with an objective of enhancing the sustainability and resiliency of the community.

**RECOMMENDATION:**

I move that Council approve the letter of support for PCCS' Family and Community Safety Program grant application.

October 30, 2014

Re: Pembina Community Capacity Building Coalition (PCCS Capacity Building Fund)

To whom it may concern,

It is my pleasure to offer the Pembina Crisis Connection Society (PCCS) my full support in its pursuit of funding with the Family and Community Safety Program to expand our community's capacity to prevent violence and suicide through increased collaboration and programming.

The Pembina Crisis Connection Society was established after a terrible tragedy occurred in our community. The need for greater support services for those facing issues of violence was clear. With a focus on prevention, education and collaboration, PCCS has been serving the Drayton Valley community and district for 25 years.

Valuable resources and programs such as the *Yellow Ribbon Suicide Awareness Program*, *ASIST* and *Tattered Teddies* are available to community members through PCCS. The Society has also sponsored a wide range of community events: Azimuth Theatre productions, a visit from Sheldon Kennedy and an evening with Amanda Lindhout for International Women's Day 2014. These events bring community members together to raise awareness, entertain and support local agencies and businesses.

PCCS promotes the capacity of the community to prevent and address violence through the donation of books with a focus on positive relationships to school libraries, "storytelling" led by a professional storyteller engaging children in discussions about positive, respectful friendships, *Stop Bullying On Your School Bus* (resources for drivers), and *Head to Toe* (a workshop for massage therapists, and estheticians).

The Society is currently involved with the Town of Drayton Valley's revision of the Community Social Development Plan and with the Healthy Communities Coalition. Additional funding will enable PCCS to increase their community programming, more effectively address service gaps and work to prevent violence and suicide as a community.

Should you have any questions regarding my support, please don't hesitate to contact me.

Sincerely,

Mayor Glenn McLean  
Town of Drayton Valley

<b>AGENDA ITEM: 10.11.</b>	<b>Borrowing Bylaw 2014/20/F, rescinding Borrowing Bylaw 2013/18/F</b>
<b>Department:</b>	<b>Treasury</b>
<b>Presented by:</b>	<b>Councillor Wheeler</b>
<b>Support Staff:</b>	<b>Tracy Johnson</b>

**BACKGROUND:**

Following the passing of Borrowing Bylaw 2013/18/F at the January 8, 2014 Regular Meeting of Council, the Town was advised that our application made to the Green Municipal Fund (GMF) for a \$6,749,515 loan combined with a \$674,951 grant for our new Energy Efficient Water Treatment Plant had been approved.

Accordingly, in order to have the Borrowing Bylaw approved, we will require the rescinding of the original Bylaw 2013/18/F and the passing of new Bylaw 2014/20/F to recognize the source of borrowing and the amount being borrowed.

**RECOMMENDATION:**

I move that Council rescind Borrowing Bylaw 2013/18/F

I move that Council give first reading to Bylaw 2014/20/F

I move that Council give second reading to Bylaw 2014/20/F

I move that Council consider third reading to Bylaw 2014/20/F

I move that Council give third and final reading to Bylaw 2014/20/F

**BYLAW NO. 2014/20/F**  
**OF THE TOWN OF DRAYTON VALLEY**

(hereinafter referred to as “the Municipality”)

**IN THE PROVINCE OF ALBERTA**

**This bylaw authorizes the Council of the Municipality to incur indebtedness by the issuance of debenture(s) in the amount of \$6,749,515.00 for the purpose of water plant construction for the new water treatment facility.**

**WHEREAS:**

The Council of the Municipality has decided to issue a by-law pursuant to Section 258 of the *Municipal Government Act* to authorize the financing, undertaking and completion of the new water treatment facility in the Town of Drayton Valley.

Plans and specifications have been prepared and the total cost of the project is estimated to be \$25,500,000.00 and the Municipality estimates the following grants and contributions will be applied to the project:

Capital Reserves	\$ 375,485.00
Alberta Municipal Water/Wastewater Grant (AMWWP)	\$18,375,000.00
FCM (Loan)	<u>\$6,749,515.00</u>
Total Cost	\$25,500,000.00

In order to complete the project it will be necessary for the Municipality to borrow the sum of \$6,749,515.00, for a period not to exceed 20 years, from the Federation of Canadian Municipalities or another authorized financial institution, by the issuance of loans and on the terms and conditions referred to in this bylaw.

The estimated lifetime of the project financed under this by-law is equal to, or in excess of 30 years.

The principal amount of the outstanding debt of the Municipality at December 31, 2012 is \$12,577,253.00 and no part of the principal or interest is in arrears.

All required approvals for the project have been obtained and the project is in compliance with all *Acts* and *Regulations* of the Province of Alberta.

**NOW, THEREFORE, THE COUNCIL OF THE MUNICIPALITY DULY ASSEMBLED, ENACTS AS FOLLOWS:**

1. That for the purpose aforesaid, the sum of Six Million Seven Hundred Forty Nine Thousand Five Hundred and Fifteen DOLLARS (\$6,749,515.00) be borrowed from the Federation of Canadian Municipalities or another authorized financial institution by way of debenture on the credit and security of the Municipality at large, of which amount the full sum of \$6,749,515.00 is to be paid by the Municipality at large.
2. The proper officers of the Municipality are hereby authorized to issue debenture(s) on behalf of the Municipality for the amount and purpose as authorized by this by-law, for the construction of the new water treatment facility.
3. The Municipality shall repay the indebtedness according to the repayment structure in effect, namely semi-annual or annual equal payments of combined principal and interest instalments not to exceed Twenty (20) years calculated at a rate not exceeding the interest rate fixed by the Government of Canada 3or another authorized financial institution on the date of the borrowing, and not to exceed (eight) percent.
4. The Municipality shall levy and raise in each year municipal taxes sufficient to pay the indebtedness.
5. The indebtedness shall be contracted on the credit and security of the Municipality.
6. The net amount borrowed under the by-law shall be applied only to the project specified by this by-law.
7. This by-law comes into force on the date it is passed.

READ A FIRST TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013.

READ A SECOND TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

READ A THIRD TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

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(CHIEF ELECTED OFFICIAL)

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(CHIEF ADMINISTRATIVE OFFICER)

SEAL

<b>AGENDA ITEM: 10.12.</b>	<b>Green Municipal Fund (GMF) Loan Agreement</b>
<b>Department:</b>	<b>Treasury</b>
<b>Presented by:</b>	<b>Councillor Bossert</b>
<b>Support Staff:</b>	<b>Tracy Johnson</b>

**BACKGROUND:**

On May 23, 2014 the Town was advised that our application to the Green Municipal Fund (GMF) for a \$6,749,515 loan combined with a \$674,951 grant for our new Energy Efficient Water Treatment Plant had been approved.

The GMF is asking the attached Loan Agreement be signed and returned by November 25, 2014.

**RECOMMENDATION:**

I move that Council approve the Green Municipal Fund (GMF) Loan Agreement





President / Président

Brad Woodside  
Mayor,  
City of Fredericton, NB

First Vice-President / Premier vice-président  
Raymond Louie  
Councillor,  
City of Vancouver, BC

Second Vice-President / Deuxième vice-président  
Clark Somerville  
Councillor,  
Regional Municipality of  
Halton, ON

Third Vice-President / Troisième vice-présidente  
Jenny Gerbasi  
Councillor,  
City of Winnipeg, MB

Past President / Président sortant  
Claude Dauphin  
Maire,  
Arrondissement de Lachine,  
Ville de Montréal, QC

Chief Executive Officer / Chef de la direction  
Brock Carlton  
Ottawa, ON

10, rue Rideau Street,  
Ottawa, Ontario

Mailing address / Adresse postale  
24, rue Clarence Street,  
Ottawa, Ontario K1N 5P3

T. 613-241-5221  
F. 613-244-1515

www.fcm.ca

October 24, 2014

Mr. Manny Deol  
Chief Administrative Officer  
Town of Drayton Valley  
5120 – 52nd Street  
P.O. Box 6837  
Drayton Valley, AB T7A 1A1

**Project Title:** New Energy Efficient Water Treatment Plant for Drayton Valley  
**Application Number:** GMF 12078

Dear Mr. Deol:

Please find attached two copies of the agreement between the Town of Drayton Valley and the FCM concerning the above-noted project.

We ask that you carefully review the agreement to ensure that the information is correct. If you are satisfied, please sign both copies of the agreement and return both copies to FCM no later than **November 25, 2014**. Upon receipt by FCM, we will countersign the agreement and an original executed copy will be delivered to you for your records.

Along with your signed agreement, please provide us with a copy of your current by-law or resolution outlining the signing authorities that can legally bind the **Town of Drayton Valley**.

If you believe that any of the information is incorrect, or should you have any questions, please do not hesitate to contact me at 613-907-6331 or akemp@fcm.ca. We look forward to working with you in undertaking this project.

Yours sincerely,

Andrew Kemp  
Project Officer - Contracts  
Green Municipal Fund

AK:vl

Enclosures

c: Ms. Tracy Johnson, Assistant Director of Corporate Services, Town of Drayton Valley



**GREEN MUNICIPAL FUND (GMF)**

**Project No.: 12078**

**Project Title: New Energy Efficient Water Treatment Plant for Drayton Valley**

**Combined Loan and Grant Agreement**

**Capital Projects - Municipalities**

**Between**

**TOWN OF DRAYTON VALLEY**

**- and -**

**FEDERATION OF CANADIAN MUNICIPALITIES,  
as Trustee of the Green Municipal Fund**

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*This document is not an offer to enter into a contract and, until executed by all parties, it is not a contract.*

**LOAN AND GRANT AGREEMENT**

**THIS AGREEMENT** is effective as of the date of last signature on the signature page.

**BETWEEN:**

**TOWN OF DRAYTON VALLEY**

(herein called the "**Municipality**")

-and-

**FEDERATION OF CANADIAN MUNICIPALITIES**, as Trustee of the Green Municipal Fund.

(herein called "**FCM**")

**WHEREAS:**

- A. the Government of Canada (herein called "**GoC**") and FCM have established the Green Municipal Fund (herein called "**GMF**") to assist municipalities in Canada with municipal environmental projects by providing funding and sharing the lessons and expertise gained through GMF-funded initiatives across Canada;
- B. the GoC has funded GMF, which is being administered by FCM as trustee thereof;
- C. FCM, in its capacity as trustee of GMF, has agreed to provide the Municipality with a loan and a grant for use by the Municipality solely for the environmental project described in this Agreement;
- D. the Municipality has agreed to repay the loan and to provide FCM with reports to share the lessons and expertise gained through the implementation of the environmental project; and
- E. this Agreement contains the terms for the administration and remittance of the loan and grant by FCM to the Municipality, the use of the loan and the grant by the Municipality, the repayment of the loan by the Municipality to FCM and the provision of environmental reports by the Municipality to FCM.

**NOW THEREFORE**, the parties hereby agree as follows:

**ARTICLE 1  
DEFINITIONS AND SCHEDULES**

**Section 1.01**      **Definitions.** Whenever used in this Agreement and unless the context otherwise requires, the following terms have the following meaning:

"**Audit Report**" means the audit report attached as Part 2 of Schedule E;

"**Authorizing By-law(s)**" has the meaning provided in Section 4.01;

**“Business Day”** means a day of the year other than a Saturday or Sunday or a statutory holiday observed in the Province of Ontario;

**“Claim Summary”** means a form of claim summary provided by FCM to the Recipient, listing the Eligible Costs incurred for the Project;

**“Certificate of Financial and Debt Compliance”** means the certificate attached as Schedule J;

**“Certificate of Incumbency and Authority”** means the certificate attached as Schedule C;

**“Eligible Costs”** has the meaning provided in Part 2 of Schedule A;

**“Environmental Results Report”** means the environmental results report attached as Schedule H;

**“Events of Default”** means the events specified or referred to in Section 6.01;

**“Financial Audit”** means an audit of the Municipality’s Statement of Expenses set forth in Part 3 of Schedule E relating to the Project which is to be conducted at or after the time the Project is Substantially Performed, as defined below. The financial audit shall be carried out by an independent public accountant acceptable to FCM in accordance with GAAP and the scope of the financial audit outlined in Part 1 of Schedule E. The financial audit shall be completed and submitted with the Statement of Expenses set forth in Part 3 of Schedule E and otherwise in the form of the Audit Report set forth in Part 2 of Schedule E;

**“Final Grant Contribution”** has the meaning provided in Section 3.04;

**“Final Grant Contribution Date”** has the meaning provided in Section 3.04;

**“Final Loan Disbursement”** means the last disbursement of the Principal Amount of the Loan. For example, in the event that the Municipality obtains the Principal Amount of the Loan in a single disbursement, Final Loan Disbursement has the same meaning as Loan Disbursement.

**“Final Loan Disbursement Date”** means the date that the Municipality obtains the last disbursement of the Principal Amount of the Loan as contemplated by this Agreement. In the event that the Municipality obtains the Principal Amount of the Loan in a single disbursement, Final Loan Disbursement Date has the same meaning as Loan Disbursement Date.

**“First Grant Contribution”** has the meaning provided in Section 3.04;

**“First Grant Contribution Date”** has the meaning provided in Section 3.04;

**“First Loan Disbursement”** has the meaning provided in Section 2.05;

**“First Loan Disbursement Date”** has the meaning provided in Section 2.05;

**“GAAP”** means the generally accepted accounting principles for local governments as recommended, from time to time, by the Public Sector Accounting Board of the Canadian Institute of Chartered Accountants;

**“GMF Application Form”** means all the information, documents and reports provided by or on behalf of the Municipality to FCM from the beginning of the GMF funding application process until signature of

this Agreement, including but not limited to the information provided through the GMF online application form, emails and supporting information provided in the form of schedules to the GMF online application form;

**“Grant”** means the grant of funds by FCM to the Municipality as contemplated by this Agreement;

**“Grant Amount”** means the amount of the grant made by FCM to the Municipality, up to the maximum amount set forth in Section 3.02;

**“Grant Expiration Date”** has the meaning provided in Section 3.03;

**“Loan”** means the loan of funds by FCM to the Municipality as contemplated by this Agreement;

**“Loan Expiration Date”** has the meaning provided in Section 2.04;

**“Principal Amount of the Loan”** means the principal amount of the loan made by FCM to the Municipality, up to the maximum amount set forth in Section 2.02;

**“Project”** means the municipal environmental project described in Part 1 of Schedule A;

**“Project Completion Date”** has the meaning provided in Section 2.03;

**“Project Completion Report”** means the project completion report attached as Schedule G;

**“Project Progress Report”** means the project progress report attached as Schedule F;

**“Request for Loan Disbursement and/or Grant Contribution”** means the request for loan disbursement and/or grant contribution attached as Schedule B;

**“Second Loan Disbursement”** has the meaning provided in Section 2.05;

**“Second Loan Disbursement Date”** has the meaning provided in Section 2.05;

**“Signage”** means a plaque and/or other signage in compliance with the specifications outlined in Schedule I;

**“Statement of Expenses”** means the statement of expenses attached as Part 3 to Schedule E;

**“Substantially Performed”** means the Project is substantially complete, ready for use or is being used for the purposes intended;

**“Term”** shall begin on the First Loan Disbursement Date and end no later than two hundred and forty (240) months after the First Loan Disbursement Date;

**“Weighted Average Interest Rate”** means the dollar-weighted mean of the rates of interest applicable to the outstanding First Loan Disbursement and Second Loan Disbursement.

**Section 1.02**      **Schedules**. The following annexed Schedules form part of this Agreement:

Schedule A:

- Part 1: Description of the Project
- Part 2: Description of Budgeted Project Costs
- Part 3: Particulars of the Sources of Funding

Schedule B:    Form of Request for Loan Disbursement and/or Grant Contribution

Schedule C:    Form of Certificate of Incumbency and Authority

Schedule D:    Form of Legal Opinion

Schedule E:    Audit Requirements

- Part 1: Scope of Financial Audit
- Part 2: Form of Audit Report
- Part 3: Form of Statement of Expenses

Schedule F:    Form of Project Progress Report

Schedule G:    Form of Project Completion Report

Schedule H:    Form of Environmental Results Report

Schedule I:    Project Signage Specifications

Schedule J:    Form of Certificate of Financial and Debt Compliance

**Section 1.03**      **Interpretation**. In this Agreement:

- (a)    the division into Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement;
- (b)    the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular portion of this Agreement; and
- (c)    unless specified otherwise or the context otherwise requires: (i) references to any Section are references to the Section of this Agreement; (ii) "including" or "includes" means "including (or includes) but is not limited to" and shall not be construed to limit any general statement preceding it to the specific or similar items or matters immediately following it; (iii) references to any legislation, statutory instrument or regulation or a section thereof, unless otherwise specified, is a reference to the legislation, statutory instrument, regulation or section as amended, restated and re-enacted from time to time; (iv) references to currency or to "\$" shall be to lawful currency of Canada; and (v) words in the singular include the plural and vice-versa and words in one gender include all genders.

**ARTICLE 2**  
**THE LOAN**

**Section 2.01**        **Purpose of the Loan.** FCM is providing the Loan in combination with the Grant, to the Municipality for the sole purpose of assisting the Municipality in the performance of the Project and in preparing the reports that shall be submitted to FCM pursuant to this Agreement.

**Section 2.02**        **Principal Amount of the Loan.** Subject to and in accordance with the terms and conditions of this Agreement and in reliance upon the representations, warranties and covenants of the Municipality hereinafter set forth, FCM agrees to lend to the Municipality, and the Municipality agrees to borrow from FCM, an aggregate amount (the "**Principal Amount of the Loan**") that is equal to the lesser of:

- (a)     the sum of six million seven hundred and forty-nine thousand five hundred and fifteen dollars (\$6,749,515); or
- (b)     seventy-two point seventy-three percent (72.73%) of Eligible Costs;

provided that, if the aggregate amount of funding received or to be received from all sources of funding, other than the Municipality, as described in Part 3 of Schedule A (all as determined and calculated by FCM) is greater than the total costs incurred by the Municipality in respect of the Project, as evidenced by the delivery contemplated in the form of Part 2 of Schedule A, then FCM may reduce the Principal Amount of the Loan determined pursuant to this Section 2.02 to such amount as it deems appropriate, in its sole and absolute discretion.

For clarity, the aggregate amount of the Principal Amount of the Loan and the Grant Amount will not exceed the lesser of seven million four hundred and twenty-four thousand four hundred and sixty-six dollars (\$7,424,466) and eighty percent (80%) of Eligible Costs.

**Section 2.03**        **Project Completion Date.** The Municipality anticipates that the Project will be Substantially Performed by no later than the 30<sup>th</sup> day of June, 2015 (the "**Project Completion Date**"). As contemplated by Article 5, the Municipality shall inform FCM as soon as it becomes aware that the Project is not likely to be Substantially Performed by the Project Completion Date.

**Section 2.04**        **Loan Expiration Date.** If the Municipality fails to meet the requirements set forth in the Form of Request for Loan Disbursement and/or Grant Contribution, and fails to obtain the Final Loan Disbursement as provided for in Section 2.05 below within three (3) years from the date of this Agreement then FCM may, at its sole and absolute discretion and on notice to the Municipality, forthwith terminate this Agreement.

**Section 2.05**        **Disbursement.** The Principal Amount of the Loan shall be advanced by FCM to the Municipality in two (2) disbursements to be remitted to the Municipality in the manner set out in this Section 2.05.

- (a)     On or prior to the 15<sup>th</sup> day of December, 2014, FCM shall advance the part of the Principal Amount of the Loan that constitutes the first disbursement (the "**First Loan Disbursement**") on the date that the Municipality identifies as the date that it would like to receive the First Loan Disbursement (the "**First Loan Disbursement Date**"), provided that:
  - (i)     The Municipality shall have delivered to FCM a completed Request for Loan Disbursement and/or Grant Contribution at least thirty (30) days prior to the First Loan Disbursement Date if the First Loan Disbursement is equal to or less than two million

dollars (\$2,000,000) and at least sixty (60) days before the First Loan Disbursement Date if the First Loan Disbursement is greater than two million dollars (\$2,000,000);

- (ii) the First Loan Disbursement shall be equal to the lesser of:
    - (A) seventy-two point seventy-three percent (72.73%) of the Eligible Costs then incurred by the Municipality, or
    - (B) the sum of four million three hundred and eighty-seven thousand one hundred and eighty-five dollars (\$4,387,185); and
  - (iii) the conditions of the First Loan Disbursement set forth in the Form of Request for Loan Disbursement and/or Grant Contribution have been satisfied as of the First Loan Disbursement Date;
- (b) On or prior to the Loan Expiration Date (the “**Second Loan Disbursement Date**”), FCM shall advance the part of the Principal Amount of the Loan that constitutes the second disbursement (the “**Second Loan Disbursement**”), provided that:
- (i) the Municipality shall have delivered to FCM a completed Request for Loan Disbursement and/or Grant Contribution at least thirty (30) days prior to the Second Loan Disbursement Date if the Second Loan Disbursement is equal to or less than two million dollars (\$2,000,000) and at least sixty (60) days before the Second Loan Disbursement Date if the Second Loan Disbursement is greater than two million dollars (\$2,000,000);
  - (ii) the Second Loan Disbursement shall be equal to the lesser of:
    - (A) seventy-two point seventy-three percent (72.73%) of the Eligible Costs then incurred by the Municipality less the amount of the First Loan Disbursement; or
    - (B) the sum of six million seven hundred and forty-nine thousand five hundred and fifteen dollars (\$6,749,515) less the amount of the First Loan Disbursement; and
  - (iii) the conditions of the Second Loan Disbursement set forth in the Form of Request for Loan Disbursement and/or Grant Contribution have been satisfied as of the Second Loan Disbursement Date.
- (c) Notwithstanding the foregoing the Municipality may elect to amend the First Loan Disbursement Date to be the Second Loan Disbursement Date upon providing notice of such election to FCM not less than sixty (60) days prior to the First Loan Disbursement Date.
- (d) If, for any other reason other than FCM's failure to fulfil its obligations hereunder, the First Loan Disbursement is not made on the First Loan Disbursement Date determined pursuant to Section 2.05(a) above, the Municipality shall request and receive the First Loan Disbursement on the Second Loan Disbursement Date determined pursuant to Section 2.05(b) above.
- (e) Provided that the conditions of the First Loan Disbursement or Second Loan Disbursement set forth in the Form of Request for Loan Disbursement and/or Grant Contribution have been met when the Municipality submits the request in respect thereof, FCM shall:
- (i) calculate the First Loan Disbursement or Second Loan Disbursement in the manner contemplated in Section 2.02 and shall provide written notice thereof to the Municipality



not less than five (5) days prior to the First Loan Disbursement Date or Second Loan Disbursement Date, as applicable;

- (ii) pay the First Loan Disbursement or Second Loan Disbursement to the Municipality on the First Loan Disbursement Date or Second Loan Disbursement Date, as applicable;
- (iii) on the Second Loan Disbursement Date, consolidate the outstanding principal of the First Loan Disbursement with the Second Loan Disbursement and provide a new amortization schedule to the Municipality reflecting the consolidated principal balance of the loan and the applicable interest that will accrue each month.

**Section 2.06** **Interest.** The Municipality shall pay interest on the Principal Amount of the Loan that is from time to time outstanding to FCM as follows:

- (a) in the case of the First Loan Disbursement, at a rate that is equal to the greater of:
  - (i) the average of the GoC ten (10) year benchmark bond yield and the long-term GoC benchmark bond yield both indicated at [www.bankofcanada.ca](http://www.bankofcanada.ca) for the Business Day immediately preceding the First Loan Disbursement Date; and
  - (ii) four percent (4.00%) per annum.
- (b) in the case of the consolidated First Loan Disbursement and Second Loan Disbursement, at a rate that is equal to the Weighted Average Interest of:
  - (i) the rate calculated pursuant to s. 2.06(a); and
  - (ii) the rate that is equal to the greater of:
    - (A) the average of the GoC ten (10) year benchmark bond yield and the long-term GoC benchmark bond yield both indicated at [www.bankofcanada.ca](http://www.bankofcanada.ca) for the Business Day immediately preceding the Second Loan Disbursement Date; and
    - (B) four percent (4.00%) per annum.
- (c) The interest rate calculated pursuant to Sections 2.06(a) or 2.06(b) is subject to increase as provided in Section 2.08.
- (d) Interest on the Principal Amount of the Loan shall be accrued daily and calculated monthly, not in advance, from the applicable Loan Disbursement Date, based on the actual number of days outstanding, after as well as before default, including after any judgment, until the Principal Amount of the Loan has been repaid in full.
- (e) In the case of the First Loan Disbursement, interest shall become due and payable semi-annually, not in advance, commencing on the date which is six (6) months following the First Loan Disbursement Date.
- (f) In the case of the consolidated Second Loan Disbursement, interest shall become due and be payable semi-annually, not in advance, commencing on the date which is six (6) months following the Second Loan Disbursement Date and shall continue to be paid semi-annually (each a “**Semi-Annual Interest Payment Date**”), until the Principal Amount of the Loan and all interest thereon has been repaid in full. Accrued unpaid interest to the Second Loan Disbursement Date on the First Loan Disbursement, will be paid on the Second Loan Disbursement Date.

**Section 2.07**        **Repayment.** The Municipality shall repay to FCM the Principal Amount of the Loan in equal consecutive semi-annual instalments of combined (blended) principal and interest as described in the amortization schedule to be provided by FCM:

- (a) commencing on the earlier of the date that is either the:
  - (i) Semi-Annual Interest Payment Date immediately following the Final Loan Disbursement Date; or
  - (ii) Semi-Annual Interest Payment Date immediately following the Loan Expiration Date.
- (b) ending on the earlier of the date that is either the:
  - (i) last day of the Term; or
  - (ii) date on which the entire Principal Amount of the Loan has been repaid as a result of the consolidation of the outstanding loan disbursements or one or more prepayments in accordance with Section 2.09, as shown in the amortization schedule that FCM will provide on each of the First Loan Disbursement Date and the Second Loan Disbursement Date.

**Section 2.08**        **Interest in the Event of a Default.**

- (a) If the Municipality defaults in the payment of any sum due in respect of the outstanding Principal Amount of the Loan or interest thereon at any time appointed for payment thereof as contained in Section 2.06 and Section 2.07, the Municipality shall, until such overdue principal and/or interest amount(s) has/have been paid in full, pay to FCM interest on the Principal Amount of the Loan and interest thereon then outstanding at an annual rate that equals the greater of:
  - (i) the annual rate in effect on the applicable default date calculated pursuant to Section 2.06 plus two point five percent (2.5%) per annum; or
  - (ii) (A) average of the GoC ten (10) year benchmark bond yield and the long-term GoC benchmark bond yield both indicated at [www.bankofcanada.ca](http://www.bankofcanada.ca) effective on the applicable default date plus (B) two point five percent (2.5%) per annum;calculated from the date of such default.
- (b) Any payment received by FCM from the Municipality following default in the payment of any sum due for the Principal Amount of the Loan or interest thereon by the Municipality shall be applied, first, to the interest incurred pursuant to this Section 2.08 in respect of such overdue principal and/or interest amount(s), secondly, in respect of the interest on the overdue Principal Amount of the Loan and, thirdly, in respect of the overdue repayment of the Principal Amount of the Loan.

**Section 2.09**        **Prepayment.**

- (a) Following the Final Loan Disbursement Date and the expiration of the first half of the Term, the Municipality may on any subsequent semi-annual payment date, on not less than thirty (30) days' notice to FCM, prepay all or part of the Principal Amount of the Loan that is outstanding on the specified semi-annual payment date (the "**Prepayment Date**"), provided it simultaneously pays all accrued interest thereon plus an amount equal to eighteen (18) months of interest calculated

pursuant to s. 2.09(b) on the Principal Amount of the Loan so prepaid. Notwithstanding the foregoing, the Municipality shall pay an amount equal to twelve (12) months of interest instead of eighteen (18) months of interest if the Prepayment Date occurs on or after the date where three fourths (3/4) of the Term has elapsed.

- (b) The interest rate applicable to the prepayment will be equal to the greater of the:
- (i) annual rate provided for in Section 2.06(a)(i)(A) plus two percent (2%) per annum; or
  - (ii) (A) average of the GoC ten (10) year benchmark bond yield and the long-term GoC benchmark bond yield both indicated at [www.bankofcanada.ca](http://www.bankofcanada.ca) for the Business Day immediately preceding the Prepayment Date plus (B) two percent (2%) per annum;
- calculated from the date of such prepayment.
- (c) Prepayments must be in an amount equal to or greater than ten percent (10%) of the outstanding Principal Amount of the Loan. In the event of a prepayment, FCM shall provide to the Municipality a new amortization schedule effective as of the Prepayment Date.
- (d) Upon delivery by the Municipality of a prepayment notice, the Municipality shall be obligated to effect prepayment in accordance with the terms of the notice and this Section 2.09.
- (e) Any amounts prepaid may not be re-borrowed.

**Section 2.10**      **Payments.**

- (a) The Municipality shall make payments of principal and interest due to FCM under this Agreement by using one of the following methods.
- (i) The preferred method of repayment is through a pre-authorized debit agreement (“PAD Agreement”). FCM shall send the Municipality a PAD Agreement form on or after the First Loan Disbursement Date that, once completed and returned to FCM, will allow FCM to debit principal and interest payments from the Municipality’s bank account;
  - (ii) Wiring a payment to FCM’s credit at:  
  
Name of Bank: Royal Bank of Canada  
Address of Bank: 90 Sparks Street, Ottawa, Ontario K1P 5T6  
Bank no.: 003  
Transit no.: 00006  
to the credit of FCM’s account no.: 102-427-2  
and the Loan reference no.: GMF 12078  
  
or as FCM may otherwise designate from time to time by notice to the Municipality; or
  - (iii) Remitting a cheque payable to the “Federation of Canadian Municipalities” to the following address:  
  
24 Clarence Street  
Ottawa, Ontario  
K1N 5P3

Attention: Finance Assistant, GMF

- (b) Interest shall accrue until payment is received by FCM or FCM's banker as applicable. If the date for any payment under this Agreement is not a date on which banks are open for business at the place where such payment is to be made, then the Municipality shall make such payment on the next succeeding day on which banks are open for business in such place.

**Section 2.11**        **Covenant to Pay.** The Municipality promises to pay to FCM punctually in accordance with this Agreement all amounts, including the Principal Amount of the Loan, interest, fees, costs, expenses and other monies owing by the Municipality to FCM under this Agreement. The Municipality hereby waives presentment for payment of this promise to pay, demand, protest or notice of any kind.

**Section 2.12**        **Evidence of Incurred Costs.** The Municipality shall confirm in a manner satisfactory to FCM, the Eligible Costs incurred by the Municipality in relation to the Project by submitting to FCM:

- (a) in the case of the First Loan Disbursement, a Claim Summary; and
- (b) in the case of the Final Loan Disbursement, a Financial Audit (Audit Report and Statement of Expenses) in the form of Schedule E.

**All invoices and receipts together with back-up documentation must be kept for audit purposes for at least seven (7) years after the Final Grant Contribution Date.**

### **ARTICLE 3 THE GRANT**

**Section 3.01**        **Grant Purpose.** FCM is providing the Grant in combination with the Loan, to the Municipality for the sole purpose of assisting the Municipality in the performance of the Project.

**Section 3.02**        **Grant Amount.** Subject to and in accordance with the terms and conditions of this Agreement and in reliance upon the representations, warranties and covenants of the Municipality hereinafter set forth, FCM agrees to contribute towards the Eligible Costs, an amount (the "**Grant Amount**") that is equal to the lesser of:

- (a) the sum of six hundred and seventy-four thousand nine hundred and fifty-one dollars (\$674,951);  
or
- (b) ten percent (10%) of the Principal Amount of the Loan disbursed;

provided that, if the aggregate amount of funding received or to be received from all sources of funding, other than the Municipality, as described in Part 3 of Schedule A (all as determined and calculated by FCM) is greater than the total costs incurred by the Municipality in respect of the Project, as evidenced by the delivery contemplated in the form of Part 2 of Schedule A, then FCM may reduce the Grant Amount determined pursuant to this Section 3.02 to such amount as it deems appropriate, in its sole and absolute discretion.

**Section 3.03**        **Grant Expiration Date.** If the Municipality fails to meet each of the conditions of contribution set forth in Form of Request for Loan Disbursement and/or Grant Contribution, and/or fails to obtain both the First Grant Contribution and the Final Grant Contribution as defined below within two

(2) years from the Final Loan Disbursement Date, then FCM may, at its sole and absolute discretion and on notice to the Municipality, forthwith terminate its obligation to provide the Grant pursuant to this Agreement.

**Section 3.04**      **Contribution.** The Grant Amount shall be remitted by FCM to the Municipality in two (2) contributions in the manner set out in this Section 3.04.

- (a) On the Final Loan Disbursement Date (the “**First Grant Contribution Date**”), FCM shall remit to the Municipality the first part of the Grant (the “**First Grant Contribution**”) provided that:
  - (i) the Municipality shall have delivered to FCM a completed Request for Loan Disbursement and/or Grant Contribution at least thirty (30) days prior to the First Grant Contribution Date;
  - (ii) the First Grant Contribution shall be equal to the greater of: (A) fifty percent (50%) of the Grant Amount calculated pursuant to section 3.02; and (B) the Grant Amount calculated in section 3.02 minus \$250,000; and
  - (iii) the conditions of the First Grant Contribution set forth in Form of Request for Loan Disbursement and/or Grant Contribution have been met as of the Final Loan Disbursement Date.
  
- (b) On or prior to the second annual anniversary of the Final Loan Disbursement Date FCM shall remit to the Municipality the second part of the Grant (the “**Final Grant Contribution**”) on the date that the Municipality identifies as the date that it would like to receive the Final Grant Contribution (the “**Final Grant Contribution Date**”), provided that:
  - (i) the Municipality shall have delivered to FCM a completed Request for Loan Disbursement and/or Grant Contribution at least thirty (30) days prior to the Final Grant Contribution Date;
  - (ii) the Final Grant Contribution shall be equal to the Grant Amount less the First Grant Contribution; and
  - (iii) the conditions of the Final Grant Contribution set forth in the Form of Request for Loan Disbursement and/or Grant Contribution have been met as of the Final Grant Contribution Date.
  
- (c) Provided that the conditions of the First Grant Contribution or Final Grant Contribution set forth in the Form of Request for Loan Disbursement and/or Grant Contribution have been met to FCM’s satisfaction, when the Municipality submits a request in respect thereof, FCM shall:
  - (i) calculate the First Grant Contribution or Final Grant Contribution in the manner contemplated in Section 3.04 and shall provide written notice thereof to the Municipality not less than five (5) days prior to the First Grant Contribution Date or Final Grant Contribution Date, as applicable; and
  - (ii) remit the First Grant Contribution or Final Grant Contribution to the Municipality on the First Grant Contribution Date or Final Grant Contribution Date, as applicable.

**ARTICLE 4**  
**REPRESENTATIONS AND WARRANTIES**

**Section 4.01**      **Representations and Warranties.** The Municipality represents and warrants that:

- (a) it is duly established under the laws of the Province of Alberta and has the legal power and authority to enter into, and perform its obligations under, this Agreement and the Project;
- (b) this Agreement has been duly authorized and executed by it and constitutes a valid and binding obligation of it, enforceable against it in accordance with its terms;
- (c) neither the execution of this Agreement nor the compliance with its terms and terms of the Project will conflict with or result in breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, debenture, agreement or other instrument or arrangement to which the Municipality is a party or by which it is bound, or violate any of the terms or provisions of the Municipality's constating documents or any license, approval, consent, judgment, decree or order or any law, statute, rule or regulation applicable to the Municipality;
- (d) the by-law(s) or resolution(s) of the Municipality authorizing the Project and this Agreement (the "**Authorizing By-law(s)**") have been enacted and passed by the Council of the Municipality in full compliance with applicable laws and regulations at meetings at which a quorum was present;
- (e) no application has been made or action brought to quash, set aside or declare invalid the Authorizing By-law(s) nor have the same been in any way repealed, altered or amended, and such Authorizing By-law(s) are now in full force and effect;
- (f) it is not subject to any restructuring order under any applicable statutory authority;
- (g) no litigation, arbitration or administrative proceedings are current or pending or have been threatened, and so far as the Municipality is aware no claim has been made, which is likely to have an adverse effect on its performance of the Project or its compliance with its obligations under this Agreement;
- (h) it owns all right, title and interest, including all intellectual property rights, in and to the Project Progress Report(s), Project Completion Report and Environmental Results Report, including photographs contained therein, submitted pursuant to this Agreement and has sole and exclusive rights to the use thereof. Prior to submission thereof:
  - (i) any person involved in the preparation of such reports will execute and deliver to the Municipality a written agreement which effects the assignment to the Municipality of all right, title and interest therein, including all intellectual property rights, and provides that such person has waived all its non-assignable rights (including moral rights) therein; and
  - (ii) any identifiable person featured in a photograph submitted to FCM, pursuant to this Agreement, will execute and deliver to the Municipality a written agreement granting permission to use his or her image, including but not limited to posting it on a public website;
- (i) the Project Progress Report(s), Project Completion Report and Environmental Results Report, including photos contained therein, submitted pursuant to this Agreement will not infringe upon any of the intellectual property rights of any other person and the Municipality has not received any charge, complaint, claim, demand, or notice alleging any interference, infringement,

misappropriation or violation of the intellectual property rights of any other person, nor does the Municipality know of any valid grounds for any bona fide claims.

## ARTICLE 5 COVENANTS

**Section 5.01** **Affirmative Covenants**. Unless FCM shall otherwise agree in writing, the Municipality shall:

- (a) use the Loan and the Grant only for the Project;
- (b) carry out the Project and conduct the activities thereof in compliance with all applicable laws and regulations and, without restricting the generality of the foregoing, in compliance with all applicable environmental, health and safety laws of the Province of Alberta and of Canada;
- (c) carry out the Project with due diligence and efficiency and in accordance with sound engineering, financial and business practices; maintain its accounts, management information and cost control system and books of accounts adequately to reflect truly and fairly the financial condition of the Project and to conform to GAAP. **The Municipality covenants and agrees that it shall keep all such books and records of the Project for seven (7) years after the Final Grant Contribution Date;**
- (d) permit representatives of FCM, during the Municipality's normal office hours, to visit any of the premises where the Project activities are conducted and to have access to its books of accounts and records relating to the Project and permit FCM to communicate directly with, including the receipt of information from, its external auditors regarding its accounts and operations relating to the Project;
- (e) clearly label as confidential all information embodied in tangible form that is prepared and/or delivered by or on behalf of the Municipality to FCM pursuant to this Agreement, that the Municipality deems to be confidential information, and if the information that the Municipality deems to be confidential information is disclosed orally or visually, the Municipality shall clearly identify it as such at the time of disclosure ("**Confidential Information**");
- (f) provide two versions of each report in the event that a Project Progress Report, Project Completion Report and/or Environmental Results Report contains Confidential Information. The version containing Confidential Information shall be clearly labeled as confidential and will be treated as confidential by FCM. The version that does not contain Confidential Information may be posted on FCM's public website and/or made available through other social media websites or tools and otherwise made available to interested third parties;
- (g) incorporate the following language into the Project Progress Report(s), Project Completion Report and Environmental Results Report submitted pursuant to this Agreement, unless it has received written notice to the contrary from FCM:

“© 200~~X~~, **Town of Drayton Valley**. All Rights Reserved.

This project was carried out with assistance from the Green Municipal Fund, a Fund financed by the Government of Canada and administered by the Federation of Canadian Municipalities. Notwithstanding this support, the views expressed are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them.”

- (h) comply with FCM's communication requirements, for the period between the signature of this Agreement and the date that is five (5) years following the Project being Substantially Performed:
- (i) the Municipality shall cooperate with FCM who will lead the preparation and issuance of a news release regarding GMF's mandate and GMF and the GoC's financial assistance to the Project and/or public announcement attended by FCM and the GoC. A GMF communications officer will contact the Municipality to discuss the process immediately after the signature of this Agreement;
  - (ii) the Municipality shall promptly inform FCM of upcoming promotional events related to the Project and allow FCM and the GoC to participate in such promotional events;
  - (iii) the Municipality shall cooperate with FCM in providing reasonable information on the Project to other interested persons to permit the sharing of knowledge and lessons learned about the Project;
  - (iv) the Municipality shall cooperate with FCM in preparing one or more educational interviews showcasing the Project, that may be posted on FCM's public website or through other social media websites and tools and made available through other mediums and in various formats (the "Interview");
- (i) grant FCM a perpetual, irrevocable, non-exclusive, non-transferable and royalty-free license to use, reproduce, distribute, modify, adapt, change formats, prepare summaries, display and translate the Project Progress Report(s), Project Completion Report and Environmental Results Report, including photos contained therein, prepared and/or delivered by or on behalf of the Municipality to FCM pursuant to this Agreement in furtherance of the goals and objectives of the FCM and/or the GMF;
- (j) grant FCM all right, title and interest, including all intellectual property rights, in and to all formats of the Interview, including but not limited to written, audio recorded or video recorded formats, and to have sole and exclusive rights to the use thereof. Prior to the Interview, the Municipality shall ensure that any person designated by the Municipality to participate in the Interview will execute and deliver to FCM a written agreement which effects the assignment to FCM of all right, title and interest therein, including all intellectual property rights, and provides that such person has waived all its non-assignable rights (including moral rights) therein and grants to FCM the right to use the individual's image, including but not limited to posting the Interview on a public website;
- (k) provide to FCM the following information from the date of this Agreement until and on the last day of the Term, in form and content satisfactory to FCM:
- (i) prompt notice of any change to the Project Completion Date as set out in Section 2.03;
  - (ii) a Project Progress Report in the form of Schedule F, on the dates described in Schedule F and additional Project Progress Reports, if requested by FCM, within thirty (30) days of FCM making such requests;
  - (iii) within one hundred and twenty (120) days after the end of each fiscal year, which is the 31<sup>st</sup> day of December:
    - (A) one (1) copy (electronic copy, link to the website of the Municipality where the statements can be found or hardcopy) of its complete financial statements for such



fiscal year (which shall be in agreement with its books of account, shall include the aggregate amounts owing to secured creditors, preferred creditors and general creditors, respectively, of it, and shall be prepared in accordance with GAAP), together with an audit report thereon from an independent public accountant acceptable to FCM; furthermore, FCM may require such an audit report at any time or times if there is an Event of Default; and

(B) a Certificate of Financial and Debt Compliance in the form of Schedule J;

- (iv) prompt notice of any proposed change in the nature or scope of the legal status of the Municipality;
  - (v) prompt notice of any act or event which does or may materially and adversely affect the Project or the ability of the Municipality to perform its obligations under this Agreement and the Project or any of its other obligations that are material to the Municipality;
  - (vi) prompt notice of any litigation or administrative proceedings, together with copies of any written legal documents as FCM may request, excluding legal documents subject to solicitor client privilege, before any court or arbitral body or other authority which might materially and adversely affect the Project or the ability of the Municipality to perform its obligations under this Agreement and in respect of the Project or any of its other obligations that are material to the Municipality;
  - (vii) immediate notice of the occurrence of any Event of Default relating to it specifying the nature of such Event of Default, and the steps, if any, that it is taking to remedy the same; and
  - (vii) such other information as FCM may from time to time reasonably request from it by notice to it.
- (I) At any time prior to the Final Grant Contribution Date, upon the reasonable request of FCM, provide to FCM updated Environmental Results Report(s) that may require the Municipality to do one or all of the following, as specified by FCM: collect new data, conduct further modeling, or take corrective actions to improve the environmental performance of the Project.

**Section 5.02**      **Negative Covenants.** Unless FCM shall otherwise agree in writing, the Municipality shall not from the date of this Agreement until and on the last day of the Term:

- (a) use the Loan or the Grant for expenditures that are not Eligible Costs;
- (b) publicly announce confirmation of GMF funding for the Project other than in compliance with Section 5.01 above or without the prior written consent of FCM;
- (c) at any time (i) reach or exceed its updated debt and financial obligation limit mandated by applicable government authorities and/or its creditors; (ii) fail to meet and pay any of its debentures or interest thereon (if any) when due; (iii) fail to meet and pay any of its other debts or liabilities when due and default in payment is occasioned from financial difficulties affecting it; or (iv) develop financial problems such that default or unusual difficulty in meeting debts or obligations or in providing adequate funds to meet current expenditures may ensue, or has failed to levy the necessary rates to meet current expenditures;

- (d) make any change to the nature or scope of the Project or carry out the Project in a manner which differs from that described in Schedule A hereof; or
- (e) sell, assign, transfer, lease, exchange or otherwise dispose of, or contract to sell, assign, transfer, lease, exchange or otherwise dispose of, any of the properties, whether movable or immovable, of the Project, whether now owned or hereafter acquired, and whether to a private sector partner of it or otherwise, except if provided for in Schedule A or previously approved in writing by FCM.

## ARTICLE 6 EVENTS OF DEFAULT

### Section 6.01 Events of Default. The following events are “Events of Default”:

- (a) default shall have occurred in the payment of any outstanding portion of the Principal Amount of the Loan, interest thereon, or other amounts payable by the Municipality in respect of the Loan and/or under this Agreement and such default shall have continued for a period of not less than five (5) days;
- (b) the Municipality: (i) reaches or exceeds its updated debt and financial obligation limit mandated by applicable government authorities and/or its creditors; (ii) has failed to meet and pay any of its debentures or interest thereon (if any) when due; (iii) has failed to meet and pay any of its other debts or liabilities when due and default in payment is occasioned from financial difficulties affecting it; or (iv) has or may develop financial problems such that default or unusual difficulty in meeting debts or obligations or in providing adequate funds to meet current expenditures may ensue, or has failed to levy the necessary rates to meet current expenditures;
- (c) default shall have occurred in the performance of any covenant, agreement or undertaking of the Municipality contained in this Agreement, save and except as provided for in the foregoing Section 6.01(a) and any such default shall have continued for a period of not less than fifteen (15) days after notice thereof shall have been given to the Municipality, as applicable, by FCM;
- (d) any representation or warranty confirmed or made in Article 4, in a Request for Loan Disbursement and/or Grant Contribution, in connection with the execution and implementation of this Agreement or in connection with the Project, is found to have been incorrect or misleading;
- (e) default shall have occurred if the Municipality fails to comply with section 2.04 of this Agreement;
- (f) default shall have occurred if the Municipality fails to deliver to FCM the Project Completion Report, even in the event that the Project is not Substantially Performed, in form and content satisfactory to FCM on or before the Loan Expiration Date;
- (g) in the event that the Project is Substantially Performed, default shall have occurred if the Municipality fails to deliver to FCM the Environmental Results Report in form and content satisfactory to FCM on or before the Grant Expiration Date;
- (h) if control and charge over the administration of all the affairs of the Municipality are vested in any person other than the Municipality; and
- (i) if any act or event which, in the determination of FCM, does or may materially and adversely affect the Project or the ability of the Municipality to perform its obligations under this

Agreement and the Project or any of its other obligations that are material to the Municipality has occurred or may occur.

**Section 6.02 Remedies.** Upon the occurrence of an Event of Default, FCM may by notice to the Municipality:

- (a) terminate this Agreement;
- (b) to the extent not already disbursed to the Municipality, terminate any further requirement to make the First Loan Disbursement and/or Second Loan Disbursement;
- (c) to the extent not already remitted to the Municipality, terminate any further requirement to make the First Grant Contribution and/or the Final Grant Contribution;
- (d) declare the outstanding Principal Amount of the Loan, all accrued interest thereon and any other amounts accrued or payable by the Municipality under this Agreement to be, and the same shall thereupon become, immediately due and payable (anything in this Agreement to the contrary notwithstanding) without any further notice and without any presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by the Municipality;
- (e) in the case of an Event of Default provided in the foregoing Section 6.01(h), declare the disbursed Grant Amount immediately repayable (anything in this Agreement to the contrary notwithstanding) without any further notice and without any presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by the Municipality; and/or
- (f) take such action or proceedings in compliance with applicable laws or regulations as FCM in its sole discretion deems expedient to collect the amounts owing by the Municipality to FCM hereunder, all without any additional notice, presentment, demand, protest or other formality, all of which are hereby expressly waived by the Municipality.

**Section 6.03 Saving of Rights.** No course of dealing and no delay in exercising, or omission to exercise, any right, power or remedy accruing to FCM upon any default under this Agreement shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence therein; nor shall the action of FCM in respect of any such default, or any acquiescence by it therein, affect or impair any right, power or remedy of FCM in respect of any other default.

## ARTICLE 7 MISCELLANEOUS PROVISIONS

**Section 7.01 Notices and Requests.** Any notice, demand, request or other communication to be given or made under this Agreement to FCM or to the Municipality, other than a notice of default referred to in Section 6.01 hereof, shall be in writing and may be made or given by personal delivery, by ordinary mail, by facsimile or by electronic mail. A notice of default shall be in writing and delivered by registered mail. Notices shall be addressed as follows:

To the Municipality:

Town of Drayton Valley  
5120 – 52nd Street  
P.O. Box 6837  
Drayton Valley, Alberta  
T7A 1A1

Attention: Mr. Manny Deol  
Chief Administrative Officer

· telephone: 780-514-2200  
· by facsimile: 780-542-5753  
· by electronic mail: mdeol@draytonvalley.ca

Alternate Contact:

Attention: Ms. Tracy Johnson  
Assistant Director of Corporate Services

· telephone: 780-514-2209  
· by facsimile: 780-542-5753  
· by electronic mail: tjohnson@draytonvalley.ca

To FCM:

Federation of Canadian Municipalities  
24 Clarence Street  
Ottawa, Ontario  
K1N 5P3

Attention: Mr. Andrew Kemp  
Project Officer - Contracts

· telephone: 613-907-6331  
· by facsimile: 613-244-1515  
· by electronic mail: akemp@fcm.ca

Any notice, demand, request or other communications made or given by personal delivery shall be deemed to have been made or given on the day of actual delivery thereof, and if made or given by ordinary mail, on the 3<sup>rd</sup> Business Day following the deposit thereof in the mail, and if made or given by facsimile transmission or by electronic mail, on the 1<sup>st</sup> Business Day following the transmittal thereof. If the party giving any notice, demand, request or other communications knows or reasonably ought to know of any difficulties with the postal system that might affect the delivery of mail, such notice, demand, request or other communications shall not be mailed, but shall be given by personal delivery, facsimile transmission or electronic mail.

**Section 7.02** Confidentiality. FCM shall use a commercially reasonable degree of care to hold the Confidential Information in confidence and to:

- (i) prevent its unauthorized use or disclosure;
- (ii) use the Confidential Information only for the purposes contemplated by this Agreement;
- (iii) disclose the Confidential Information only to its directors, employees, officers and legal, financial, management or other professional consultants or advisors whose services FCM has engaged in relation to this Agreement and for the purpose of considering the Municipality's request for GMF funding, who have a need-to-know for the sole purpose

of enabling FCM to fulfil its obligations under this Agreement and considering the Municipality's request for GMF funding; and

- (iv) not to permit any third party or entity other than those specified in (iii) hereof access to the Confidential Information without the prior written consent of FCM.

Notwithstanding the foregoing, FCM may disclose all or any part of the Confidential Information with the prior written approval of the Municipality or if the Confidential Information is disclosed pursuant to a judicial or government order, provided that to the extent practicable and not restricted by law, FCM gives the Municipality sufficient notice to contest such order.

**Section 7.03**      **Release and Indemnification.** The Municipality acknowledges and agrees that:

- (a) By accepting or approving anything required to be accepted or approved pursuant to this Agreement or the Project, FCM shall not be deemed to have warranted or represented the accuracy, sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not constitute a warranty or representation to anyone with respect thereto by FCM.
- (b) The Municipality releases and forever discharges FCM and its directors, officers, agents, servants and employees from any claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses arising out of or in consequence of any loss, injury or damage to the Municipality or its property in any way relating to this Agreement and/or the Project.
- (c) The Municipality agrees to indemnify and save harmless FCM and its directors, officers, agents, servants and employees from all claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including, without limitation, all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement) arising directly or indirectly as a consequence of such matter suffered or incurred by FCM and its directors, officers, agents, servants and employees as a result of or arising directly or indirectly out of or in connection with: (i) the carrying-out of the Project; (ii) any act of, or failure to act by, the Municipality or its directors, officers, agents, servants or employees; (iii) any inaccuracy of any representation or warranty contained in this Agreement or in any agreement, instrument, certificate or other document delivered pursuant hereto; (iv) any breach or non-performance by the Municipality of any covenant to be performed by it that is contained in this Agreement or in any agreement, certificate or other document delivered pursuant hereto; and (v) any breach or alleged breach by the Municipality of the intellectual property rights or privacy rights of any person, and, without limiting the generality of the foregoing, FCM shall not be liable for any bodily injury, death or property damage of any person or any claim against the Municipality or its directors, officers, agents, servants or employees by which FCM may be made or attempted to be made a party and any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Municipality or its directors, officers, agents, servants or employees arising out of or in any way related to this Agreement or the Project.
- (d) The Municipality shall be solely and fully responsible for the undertaking, implementation and completion of the Project or any element thereof. FCM shall not be responsible in any way whatsoever for the undertaking, implementation and completion of the Project or any element thereof. The Municipality acknowledges and agrees that it shall be responsible for all acts of its directors, officers, agents, servants and employees and that all such acts shall be treated as acts of the Municipality for the purposes of this Agreement.

**Section 7.04** **FCM's Limited Liability.** FCM has executed this Agreement solely in its capacity as trustee of the GMF and not in its own capacity. Accordingly, recourse with respect to any liability or obligation of FCM in connection with this Agreement shall be limited only to the property and assets of the GMF and neither FCM nor any director, officer, agent, servant or employee thereof shall have any personal liability therefor.

**Section 7.05** **Further Assurances.** The Municipality shall promptly execute and deliver, upon request by FCM, all such other and further documents, agreements, opinions, certificates and instruments as may be reasonably required by FCM to more fully state the obligations of either party to this Agreement or to make any recording, file any notice or obtain any consent.

**Section 7.06** **Amendment.** Any amendment of any provision of this Agreement, including the Schedules, must be in writing and signed by both parties.

**Section 7.07** **Choice of Language.** It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.

**Section 7.08** **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

**Section 7.09** **Choice of Forum.** The parties hereto agree and intend that the proper and exclusive forum for any litigation of any disputes or controversies arising out of or related to this Agreement shall be a Court of competent jurisdiction located in the Province of Ontario, City of Ottawa.

**Section 7.10** **Effectiveness.** This Agreement shall continue in force until all other monies payable hereunder have been fully paid to FCM in accordance with the provisions hereof.

**Section 7.11** **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Municipality may not assign or otherwise transfer all or any part of its rights or obligations under this Agreement without the prior written consent of FCM.

**Section 7.12** **Severability.** In the event that any part of a provision(s) of this Agreement is (are) held to be invalid, unenforceable, or void, such provision(s) shall, by the adjudicating body, be applied to the fullest extent possible and shall be read-down only to the extent absolutely necessary to comply with applicable law. If any provision(s) of this Agreement is (are) held to be invalid, unenforceable, or void, such provision(s) shall be severed from the rest of the Agreement. The fact that part of a provision(s) or an entire provision(s) has (have) been held to be invalid, unenforceable, or void such determination shall not affect the validity and enforceability of any other remaining provisions.

**Section 7.13** **Waiver of Rights.** Except as expressly provided in this Agreement, any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of a party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

**Section 7.14** **GMF Application Form.** The GMF Application Form constitutes part of this Agreement.

**Section 7.15** Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior correspondence, agreements, negotiations, discussions and understandings, if any, written or oral, including but not limited to confidentiality agreements.

**Section 7.16** Audit. FCM reserves the right, at its own expense, to audit compliance by the Municipality with this Agreement at any time.

**Section 7.17** Counterparts. This Agreement may be executed in two counterparts and, in such case, each such counterpart shall be deemed an original, but both of which together shall constitute one and the same agreement.

**ARTICLE 8  
SURVIVAL**


**Section 8.01** Survival. The provisions of ARTICLE 7 and any other provisions hereof intended to survive termination, will survive the termination of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this agreement as of the date of last signature on this signature page.

**TOWN OF DRAYTON VALLEY**

per: \_\_\_\_\_  
Mr. Glenn McLean, Mayor

date: \_\_\_\_\_

per: \_\_\_\_\_  
  
Mr. Manny Deol, Chief Administrative Officer

date: \_\_\_\_\_

*We have authority to bind the Municipality herein.*

**FEDERATION OF CANADIAN MUNICIPALITIES,  
as Trustee of the Green Municipal Fund**

per: \_\_\_\_\_  
Mr. Jacques Nadeau, Director, National Programs

date: \_\_\_\_\_

*I have authority to bind FCM herein.*

## SCHEDULE A

### Part 1: Description of the Project

As per GMF sector criteria, the project demonstrates an anticipated reduction in design energy consumption of at least 60% compared to the Model National Energy Code for Buildings (MNECB), of which a minimum of 40% must come from energy efficiency measures and the remainder may come from renewable energy production.

The Town of Drayton Valley will build a new energy-efficient water treatment facility featuring a range of greenhouse gas (GHG) reduction measures, targeting LEED Silver certification. Located about 100 km west of Edmonton, the population of this resource-rich town is growing. The new facility will replace its current plant which has exceeded its lifespan and is saddled by outdated, wasteful and uneconomical treatment systems. It will be built to align with Drayton Valley's Master and Sustainable Community plans, which call for optimized energy consumption at municipal facilities and leadership in sustainable development. The facility will accommodate the town's growing population and will result in improved and stable potable water quality and the ability to cope with seasonal high turbidity source water events. The treated water will also exceed national and provincial standards. Central to the plant's innovative concept is the visibility of alternative energy technologies to demonstrate the industrial-scale application of renewable energy.

The new water treatment facility will feature a range of innovative technologies and measures designed to reduce annual energy consumption by 60 per cent compared to a reference building designed to National Energy Code for Buildings (NECB) 2011 standards. These features include:

- A high-performance building envelope
- Extensive use of natural lighting
- Exhaust air heat recovery on the air handling units
- On-site renewable energy sources: solar electric panels and solar air heating panels
- Process improvements such as:
  - An innovative reinforced membrane filtration system to substantially lower the plant's GHG emissions as it does not require energy-intensive pre-treatment of water when high turbidity is experienced
  - 6 per cent reduction in process water used
- Relocating to higher ground close to an existing wastewater plant to reuse land rather than develop on a greenfield
- 40 per cent reduction in the plant's overall environmental footprint

Other environmental features of the project include:

- A significant reduction in chemical consumption due to the membrane filtration system
- Significant reuse of components of the current facility and lift pumps to reduce construction waste sent to landfill
- Water and habitat conservation strategies, including a green roof and constructed wetlands for process residuals management
- Re-introduction of natural plant and shrub species on the new water treatment plant site

To promote education in sustainability, the new building will house a learning space for plant operators-in-training and accommodation for school tours and public awareness activities.



**Table 1: Energy consumption and renewable energy production**

Project element	Energy source (e.g. electricity, natural gas, solar panel, etc.)	Baseline consumption (GJ/year)	Anticipated energy consumption after Project completion (GJ/year)	Anticipated impact on energy consumption (+ or -) (GJ/year)
Building Operations	Natural gas	818	415	403
	Electricity from the grid	324	41	283
	Renewable energy -- Solar electric panel	0	60	-60
	Renewable energy -- Solar air panel	0	106	-106
Total (only includes consumption from fossil fuel and electricity from the grid)		1,142	456	686
			<b>% Energy Savings</b>	<b>60%</b>

**Table 2: Anticipated quantity of greenhouse gas emissions avoided**

Energy source	Emission factor (kg CO <sub>2</sub> e/GJ)	Anticipated GHG impacts (+ or -) (kg CO <sub>2</sub> /year)
Natural gas	49.96	20,133.88
Electricity from the grid	244.44	69,176.52
Solar electric panel	125	0
Solar air panel	125	0
<b>Total</b>		<b>89,310.4</b>

**Table 3: Amount of wetland area preserved or restored for wildlife habitat**

Type of land preserved or restored (e.g. terrestrial land, wetland, riparian zone)	Anticipated area preserved or restored (m <sup>2</sup> )	Target wildlife habitat
Terrestrial land	41,930m <sup>2</sup>	Re-introduction of natural plant and shrub species on the new water treatment plant site, which will encourage prairie and boreal forest edge large and small mammal, bird and insect populations

## SCHEDULE A

### Part 2: Description of Budgeted Project Costs

The forecasted Eligible Costs that the Municipality included in its GMF funding application:

BUDGET				
Cost Category	Task	Eligible Cost (\$)	Ineligible Cost (\$) <sup>1</sup>	Total Cost (\$)
<b>Capital Costs</b>	General Requirements	\$2,243,307	\$4,993,229	\$7,236,536
	Site works	\$699,550	\$1,187,669	\$1,887,219
	Building architectural and structural framing	\$3,982,262	\$60,000	\$4,042,262
	Concrete and masonry	\$1,594,473	\$2,820,197	\$4,414,670
	Process and mechanical	\$773,900	\$2,473,894	\$3,247,794
	Electrical and instrumentation	\$680,062	\$1,633,712	\$2,313,774
	<b>Total Capital Costs</b>		<b>\$9,973,554</b>	<b>\$13,168,701</b>
<b>Professional Services</b>	Professional Fees	\$973,500	\$1,642,111	\$2,615,611
	<b>Total Service Costs</b>	<b>\$973,500</b>	<b>\$1,642,111</b>	<b>\$2,615,611</b>
	<b>Sub-total</b>	<b>\$10,947,054</b>	<b>\$14,810,812</b>	<b>\$25,757,866</b>
	<b>In-kind – Lead Applicant</b>	<b>\$41,600</b>	<b>\$0</b>	<b>\$41,600</b>
	<b>In-kind – Other</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
	<b>Total</b>	<b>\$10,988,654</b>	<b>\$14,810,812</b>	<b>\$25,799,466</b>

<sup>1</sup>Ineligible costs are associated with water treatment and processing equipment and services.

1. The expenditures claimed are subject to audit by FCM. The amount loaned/contributed by FCM may vary as a consequence. No expenditure incurred prior to **August 27, 2012** is permitted to be included as an Eligible Cost.
2. “**Eligible Costs**” means the permitted expenditures listed in the table below under the heading “Eligible Costs” for which the Municipality may use the Loan and the Grant. The table below was developed to help provide guidance to funding recipients on Eligible Costs (and costs which are not Eligible Costs). Should you require clarification, please don’t hesitate to contact FCM.

**In order to be eligible for reimbursement:**

1. All expenses must be listed in a Claim Summary or a Statement of Expenses attached to an Audit Report. **All invoices and receipts together with back-up documentation must be kept for audit purposes for at least seven (7) years after the Final Grant Contribution Date.**
2. All expenses should be invoiced directly to the Municipality.
3. All expenses must be: (i) actually and reasonably incurred; (ii) directly related to the Project; (iii) incurred and be in an amount which is in accordance with applicable industry standards; (iv) a cost or expenditure that would not otherwise have been incurred by the Municipality but for the Project; and (v) have been incurred on or after **August 27, 2012**.

Eligible Costs	Ineligible Costs
<b>Administrative</b>	
<p>Administrative costs which are directly linked to the Project and have been incurred for the Project including supplies and materials, document translation, communication costs such as telephone long distance calls or faxes, permits, certification required for the Project, printing/photocopying by outside suppliers or acquiring of documents used exclusively in the Project.</p>	<p>Ordinary office supplies and expenses including business cards, paper, file folders, monthly fee for telephone line, etc.</p> <p>General overhead costs such as general utilities (electricity, gas, water, etc.), insurance, furniture and other operating costs related to general maintenance and repairs (janitorial expenses, etc.) in relation to the Project.</p> <p>Administrative costs not specifically listed as eligible costs, such as non-financial audit fees and legal fees.</p>
<b>Advertising</b>	
<p>The cost of advertising, including fees for advertising development as well as cost for presenting the project in media will be eligible to the extent of being essential in the objective of communicating the Project undertaking to the public &amp; outside stakeholders as well as fulfilling the requirement of public input on the Project.</p> <p>The cost of project signage acknowledging FCM's and the GoC's contribution to the Project.</p>	<p>The cost of advertising for general education or publicity that is a direct result of on-going business activity and not a specific requirement of the Project.</p> <p>The cost of promotional items.</p>
<b>Audit</b>	
<p>The cost of a financial audit if required for the Project.</p>	
<b>Capital</b>	
<p>Capital costs as defined and determined in accordance with Generally Accepted Accounting Principles (GAAP).</p> <p>Costs for acquiring, developing, constructing, modernizing or leasing systems (equipment, hardware, software etc.) that are essential for the completion of the Project.</p> <p>Costs of construction, renovation or modernization of facilities and structures essential for the completion of the Project such as materials and installation costs.</p>	
<b>Equipment</b>	
<p>The rental of tools and equipment is eligible if the rental is specifically needed to undertake the approved activity.</p>	<p>Purchase of equipment is ineligible unless it is less expensive than the rental. FCM pre-approval is required for the purchase of equipment.</p>

Eligible Costs	Ineligible Costs
<b>In-kind</b>	
<p>In-kind contribution of staff time by employee(s) of the Municipality. The value of a Project's total in-kind contributions on account of salaries, fees or remuneration cannot exceed 10% of the other eligible costs.</p>	<p>In-kind contribution of goods and services other than salaries and in-kind contributions made by anyone other than the Municipality.</p> <p>Expenses paid by anyone other than the Municipality are considered in-kind and therefore not eligible.</p>
<b>Meetings and Public Gatherings</b>	
<p>Those reasonable costs related to meetings and discussions that are essential for the activity including meeting costs associated with public gatherings that serve the objective of communicating the Project to the public &amp; outside stakeholders (room rental, show services such as rental of video equipment, tables, chairs) and collecting feedback (internet and costs related to website development).</p>	<p>Any hospitality expenses including food and drinks, door prizes, alcohol, entertainment, music, decorations, flowers, centerpieces, etc.</p>
<b>Real Property and Office Space</b>	
	<p>Office space for the Project.</p> <p>Purchase, lease or sale of real property.</p>
<b>Services</b>	
<p>Salaries, fees or remuneration paid to professional, technical personnel, consultants and contractors (all of whom must <b>not</b> be employed by the Municipality) directly involved in:</p> <ul style="list-style-type: none"> <li>• The planning, assessment, analysis, design, engineering, manufacturing, construction, monitoring and reporting of the Project</li> <li>• Public education and promotion, survey and web site development and the development of other communication tools, directly related to the implementation of the Project.</li> </ul>	<p>Any costs associated with person(s) enrolled on the Municipality's payroll are ineligible, except for those defined under the category listed as "In-Kind".</p> <p>Costs for engineering studies, audit studies or feasibility studies for which grants or contributions are provided by or committed to be provided by any program of the Government of Canada.</p> <p>Assessment of the baseline energy consumption and modeling or simulation activities associated with determining energy consumption.</p> <p>Costs related to environmental assessments, risk assessments, risk management plans, redevelopment plans, business development plans, and marketing strategies.</p>
<b>Taxes</b>	
	<p>Provincial Sales Tax and the Goods and Services Tax for which the Municipality is eligible for a tax rebate and any other costs eligible for rebates.</p>

Eligible Costs	Ineligible Costs
<b>Transportation, Shipping and Courier Charges</b>	
<p>Transportation costs for delivery of materials and services essential for the Project. The costs must be reasonable and cannot combine or be an outcome of other activities not related to the Project.</p>	<p>Any transport expense that is a direct result of ongoing business activity and not a specific requirement of the Project.</p>
<b>Travel and Accommodation</b>	
<p>Travel and accommodation for external consultants whose expertise is required for carrying out the Project will qualify to the extent that the Travel and Accommodation rates comply with Treasury Board of Canada guidelines.</p>	<p>Travel, accommodation and any fees associated with attending conferences, missions, trade shows, etc.</p> <p>Any travel and accommodation expenses associated with the Municipality or the Project Partner(s).</p>

**SCHEDULE A**

**Part 3: Particulars of the Sources of Funding**

The funding for the Project is planned as:

<b>SOURCES OF FUNDING</b>			
<b>Funding Source</b>	<b>Description</b>	<b>Amount (\$)</b>	<b>Date Confirmed</b>
Green Municipal Fund	Grant	\$674,951	May 22, 2014
Green Municipal Fund	Loan	\$6,749,515	May 22, 2014
Alberta Transportation	Grant	\$18,375,000	March 11, 2013
<b>Total Funding</b> <b>(Equivalent to Total Project Cost from Budget Table):</b>		<b>\$25,799,466</b>	

**SCHEDULE B**

**Form of Request for Loan Disbursement and/or Grant Contribution**

**[LETTERHEAD OF THE MUNICIPALITY]**


**[Address]**

**[Date]**

Federation of Canadian Municipalities  
 24 Clarence Street  
 Ottawa, Ontario  
 K1N 5P3  
 Attention: Mr. Andrew Kemp  
 Project Officer - Contracts

Ladies and Gentlemen:


**Re: Green Municipal Fund – Project No. 12078 Loan and Grant Agreement between the Federation of Canadian Municipalities (as Trustee) and the Town of Drayton Valley (“Municipality”) (the “Agreement”)**

<b>First Loan Disbursement</b>	
	<p>I, <b>[Instruction: insert the name of a person named in the certificate of incumbency and authority]</b>, the <b>[Instruction: insert the title]</b>, of the Municipality certify and confirm that the Municipality is requesting the First Loan Disbursement and that the Municipality has satisfied each of the conditions of disbursement listed in this table.</p> <p><b>I am placing a check mark to the left of each row to demonstrate that the Municipality has met each condition, by providing the required confirmation, information or documentation.</b></p>
<input type="checkbox"/>	<p>The Municipality would like to receive the funds on <b>[redacted]</b> <b>[Instruction: insert date]</b>.</p>
<input type="checkbox"/>	<p>The Municipality would like the funds to be disbursed (<b>pick one option</b>):</p> <p><input type="checkbox"/> to the following account:</p> <p style="margin-left: 40px;">Name of Bank:              Address of Bank:              Telephone no. of Bank: <b>XXX-XXX-XXXX</b>              Bank no.: <b>XXX [3 Digits]</b>              Transit no.: <b>XXXXXX [5 Digits]</b>              to the credit of Municipality's Account no.:</p> <p>OR</p> <p><input type="checkbox"/> by cheque payable to the Municipality, sent to the following address <b>[redacted]</b>, to the attention of <b>[redacted]</b>.</p>

	<p>The Municipality would like to repay the Loan by <b>(pick one option)</b>:</p> <p><input type="checkbox"/> pre-authorized debits (if you check this box, once the First Loan Disbursement has been made, FCM will send you the pre-authorized debit contract to be completed and returned to FCM).</p> <p>Wiring payments to FCM's credit at:</p> <p>Name of Bank: Royal Bank of Canada  Address of Bank: 90 Sparks Street, Ottawa, Ontario K1P 5T6  Bank no.: 003  Transit no.: 00006  to the credit of FCM's account no.: 102-427-2  and the Loan reference no.: GMF 12078</p> <p><input type="checkbox"/> Remitting cheques payable to the "Federation of Canadian Municipalities" to the following address:</p> <p>24 Clarence Street  Ottawa, Ontario  K1N 5P3  Attention: Finance Assistant, GMF</p>
<input type="checkbox"/>	The Project conforms to the Project description contained in Part 1 of Schedule A of the Agreement.
<input type="checkbox"/>	The Municipality satisfied the following additional conditions, imposed by the FCM board of directors: <b>No additional conditions imposed.</b>
<input type="checkbox"/>	The Municipality submitted a Certificate of Financial and Debt Compliance in the form of Schedule J, on the dates described in Section 5.01(k)(iii).
<input type="checkbox"/>	<p>I am attaching to this request for disbursement (check all):</p> <p><input type="checkbox"/> an updated Part 3 of Schedule A that lists the sources of funding for the Project.</p> <p><input type="checkbox"/> a copy of the Certificate of Incumbency and Authority in the form of Schedule C.</p> <p><input type="checkbox"/> a Legal Opinion (external or internal) in the form of Schedule D.</p> <p><input type="checkbox"/> a Claim Summary.</p> <p><input type="checkbox"/> a copy of the Authorizing By-law(s) or Resolution(s) as required by Article 4 of the Agreement.</p> <p><input type="checkbox"/> a Project Progress report in the form of Schedule F, that FCM can post on its public website, which does not infringe a third party's copyright.</p>
<input type="checkbox"/>	The Municipality's CRA Business Number (BN) is [REDACTED]. (FCM is collecting the BN as required by the Charity Directorate of Revenue Canada)




<input type="checkbox"/>	The Municipality has obtained, or has made other arrangements satisfactory to FCM for obtaining, all approvals, consents, authorizations and licences that are required under the laws of the Province of Alberta and of Canada in order for the Municipality to enter into and comply with this Agreement and to undertake and complete the Project.
<input type="checkbox"/>	The representations and warranties confirmed or made in the Agreement with respect to the Municipality will be true on and as of the First Loan Disbursement Date with the same effect as though such representations and warranties have been made on and as of the Loan Disbursement Date.
<input type="checkbox"/>	All covenants and other obligations of the Municipality in the Agreement to be performed or complied with as of the First Loan Disbursement Date have been performed or complied with as of the First Loan Disbursement Date.
<input type="checkbox"/>	No act or event does or may materially and adversely affect the Project or the ability of the Municipality to perform its obligations under the Agreement and the Project or any of its other obligations that are Material to the Municipality has occurred.
<input type="checkbox"/>	No Event of Default with respect to the Municipality has occurred and is continuing.
<input type="checkbox"/>	All of the conditions contained in Article 5 of the Agreement, to be performed or satisfied by the Municipality on the First Loan Disbursement Date have been performed or satisfied.
<input type="checkbox"/>	If any confirmation, information or documentation provided with this table is not true and correct as of the First Loan Disbursement Date, the Municipality will immediately notify FCM prior to the making of the payment by FCM.
<input type="checkbox"/>	The Municipality agrees that all of the conditions listed in this table must be completed to the satisfaction of FCM and that all capitalized terms have the meaning attributed to them in the Agreement.
Signature: _____ Date: _____	

<b>Final Loan Disbursement and First Grant Contribution</b>	
	<p>I, <b>[Instruction: insert the name of a person named in the certificate of incumbency and authority]</b>, the <b>[Instruction: insert the title]</b>, of the Municipality certify and confirm that the Municipality is requesting the Final Loan Disbursement and First Grant Contribution and that the Municipality has satisfied each of the conditions of disbursement listed in this table.</p> <p><b>I am placing a check mark to the left of each row to demonstrate that the Municipality has met each condition, by providing the required confirmation, information or documentation.</b></p>
<input type="checkbox"/>	The Municipality would like to receive the funds on <b>[Instruction: insert date]</b> .
<input type="checkbox"/>	<p>The Municipality would like the funds to be disbursed (<b>pick one option</b>):</p> <p><input type="checkbox"/> to the following account:</p> <p style="margin-left: 40px;">Name of Bank: Address of Bank: Telephone no. of Bank: <b>XXX-XXX-XXXX</b> Bank no.: <b>XXX [3 Digits]</b> Transit no.: <b>XXXXXX [5 Digits]</b> to the credit of Municipality's Account no.:</p> <p>OR</p> <p><input type="checkbox"/> by cheque payable to the Municipality, sent to the following address <b>[redacted]</b>, to the attention of <b>[redacted]</b>.</p>
<input type="checkbox"/>	The Project conforms to the Project description contained in Part 1 of Schedule A of the Agreement.
<input type="checkbox"/>	The total costs (Eligible Costs plus other costs) of the Project for the period beginning <b>August 27, 2012</b> and ending on the date on which the Project was Substantially Performed are <b>[redacted] [Instruction: insert dollar amount]</b> .
<input type="checkbox"/>	The Municipality satisfied the following additional conditions, imposed by the FCM board of directors: <b>No additional conditions imposed.</b>
<input type="checkbox"/>	The Municipality submitted a Certificate of Financial and Debt Compliance in the form of Schedule J, on the dates described in Section 5.01(k)(iii).
<input type="checkbox"/>	<p>I am attaching to this request for disbursement (check all):</p> <p><input type="checkbox"/> an updated Part 3 of Schedule A that lists the final sources of funding as it relates to the total project costs provided above.</p> <p><input type="checkbox"/> the Financial Audit in the form of Schedule E (Audit Report and Statement of Expenses).</p>

	<input type="checkbox"/> a document prepared by a qualified professional (e.g. engineer, architect) confirming that the Project was Substantially Performed on [redacted] <b>[Instruction: insert the date]</b> .  <input type="checkbox"/> a Project Completion Report in the form of Schedule G, that FCM can post on its public website, which does not infringe a third party's copyright and does not contain any Confidential Information OR two Project Completion Reports (one that contains Confidential Information and the other one that can be posted on FCM's public website)  <input type="checkbox"/> at least one photo demonstrating that the Municipality posted Signage in accordance with Schedule I.
<input type="checkbox"/>	Certificate of Incumbency and Authority in the form of Schedule C ( <b>pick one</b> ):  <input type="checkbox"/> There are no changes to the Certificate of Incumbency and Authority.  OR  <input type="checkbox"/> I am attaching an updated Certificate of Incumbency and Authority.
<input type="checkbox"/>	The Municipality has obtained, or has made other arrangements satisfactory to FCM for obtaining, all approvals, consents, authorizations and licences that are required under the laws of the Province of Alberta and of Canada in order for the Municipality to enter into and comply with this Agreement and to undertake and complete the Project.
<input type="checkbox"/>	The representations and warranties confirmed or made in the Agreement with respect to the Municipality will be true on and as of the Final Loan Disbursement Date and First Grant Contribution Date with the same effect as though such representations and warranties have been made on and as of the Final Loan Disbursement Date and First Grant Contribution Date.
<input type="checkbox"/>	All covenants and other obligations of the Municipality in the Agreement to be performed or complied with as of the Final Loan Disbursement Date and First Grant Contribution Date have been performed or complied with as of the Final Loan Disbursement Date and First Grant Contribution Date.
<input type="checkbox"/>	No act or event does or may materially and adversely affect the Project or the ability of the Municipality to perform its obligations under the Agreement and the Project or any of its other obligations that are material to the Municipality has occurred.
<input type="checkbox"/>	No Event of Default with respect to the Municipality has occurred and is continuing.
<input type="checkbox"/>	All of the conditions contained in Article 5 of the Agreement, to be performed or satisfied by the Municipality on the Final Loan Disbursement Date and First Grant Contribution Date have been performed or satisfied.
<input type="checkbox"/>	If any confirmation, information or documentation provided with this table is not true and correct as of the Final Loan Disbursement Date and First Grant Contribution Date, the Municipality will immediately notify FCM prior to the making of the payment by FCM.
<input type="checkbox"/>	The Municipality agrees that all of the conditions listed in this table must be completed to the satisfaction of FCM and that all capitalized terms have the meaning attributed to them in the

	Agreement.
Signature: _____ Date: _____	

**[Instruction: use the following if you're requesting the final grant contribution]**

<b>Final Grant Contribution</b>	
	<p>I, <b>[Instruction: insert the name of a person named in the certificate of incumbency and authority]</b>, the <b>[Instruction: insert the title]</b>, of the Municipality certify and confirm that the Municipality is requesting the Final Grant Contribution and that the Municipality has satisfied each condition of contribution listed in this table.</p> <p><b>I am placing a check mark to the left of each row to demonstrate that the Municipality has met each condition, by providing the required confirmation, information or documentation.</b></p>
<input type="checkbox"/>	The Municipality would like to receive the funds on <b>[Instruction: insert date]</b>
<input type="checkbox"/>	<p>The Municipality would like the funds to be disbursed (<b>pick one option</b>):</p> <p><input type="checkbox"/> to the following account:</p> <p style="margin-left: 40px;">Name of Bank: Address of Bank: Telephone no. of Bank: <b>XXX-XXX-XXXX</b> Bank no.: <b>XXX [3 Digits]</b> Transit no.: <b>XXXXX [5 Digits]</b> to the credit of Municipality's Account no.:</p> <p>OR</p> <p><input type="checkbox"/> by cheque payable to the Municipality, sent to the following address <b>[redacted]</b>, to the attention of <b>[redacted]</b></p>
<input type="checkbox"/>	The Municipality submitted a Certificate of Financial and Debt Compliance in the form of Schedule J, on the dates described in Section 5.01(k)(iii).
<input type="checkbox"/>	I am attaching the Environmental Results Report in the form of Schedule H, verified by a qualified third party acceptable to FCM, that FCM can post on its public website, which does not infringe a third party's copyright and does not contain any Confidential Information.
<input type="checkbox"/>	The Project conforms to the Project description set out in Part 1 of Schedule A of the Agreement.
<input type="checkbox"/>	The Municipality satisfied the following additional conditions, imposed by the FCM board of directors: <b>No additional conditions imposed.</b>

<input type="checkbox"/>	<p>Certificate of Incumbency and Authority (<b>pick one</b>):</p> <p><input type="checkbox"/> there are no changes to the Certificate of Incumbency and Authority in the form of Schedule C; or</p> <p><input type="checkbox"/> I am attaching an updated Certificate of Incumbency and Authority in the form of Schedule C.</p>
<input type="checkbox"/>	<p>The Municipality has obtained, or has made other arrangements satisfactory to FCM for obtaining, all approvals, consents, authorizations and licences that are required under the laws of the Province of Alberta and of Canada in order for the Municipality to enter into and comply with this Agreement and to undertake and complete the Project.</p>
<input type="checkbox"/>	<p>The representations and warranties confirmed or made in the Agreement with respect to the Municipality will be true on and as of the Final Grant Contribution Date with the same effect as though such representations and warranties have been made on and as of the Final Grant Contribution Date.</p>
<input type="checkbox"/>	<p>All covenants and other obligations of the Municipality in the Agreement to be performed or complied with as of the Final Grant Contribution Date have been performed or complied with as of the Final Grant Contribution Date.</p>
<input type="checkbox"/>	<p>No act or event does or may materially and adversely affect the Project or the ability of the Municipality to perform its obligations under the Agreement and the Project or any of its other obligations that are material to the Municipality has occurred.</p>
<input type="checkbox"/>	<p>No Event of Default with respect to the Municipality has occurred and is continuing.</p>
<input type="checkbox"/>	<p>All of the conditions contained in Article 5 of the Agreement, to be performed or satisfied by the Municipality on the Final Grant Contribution Date have been performed or satisfied.</p>
<input type="checkbox"/>	<p>If any confirmation, information or documentation provided with this table is not true and correct as of the Final Grant Contribution Date, the Municipality will immediately notify FCM prior to the making of the payment by FCM.</p>
<input type="checkbox"/>	<p>The Municipality agrees that all of the conditions listed in this table must be completed to the satisfaction of FCM and that all capitalized terms have the meaning attributed to them in the Agreement.</p>
<p>Signature: _____ Date: _____</p>	

SCHEDULE C

Form of Certificate of Incumbency and Authority

[LETTERHEAD OF THE MUNICIPALITY]

[Address]  
[Date]

Federation of Canadian Municipalities  
24 Clarence Street  
Ottawa, Ontario  
K1N 5P3

Attention: Mr. Andrew Kemp  
Project Officer - Contracts

Ladies and Gentlemen:

**Re: Green Municipal Fund – Project No. 12078 Loan and Grant Agreement between the Federation of Canadian Municipalities (as Trustee) and the Town of Drayton Valley (“Municipality”) (the “Agreement”)**

**Certificate of Incumbency and Authority**

I, the [XXXXXX] of the Municipality, with the authority of its municipal council, hereby certify that the following are the names, offices and true specimen signatures of the persons, any one of whom is and shall continue to be (until you receive authorized written notice from the Municipality that they, or any of them, no longer continue to be) authorized:

- to sign on behalf of the Municipality a Request for Loan Disbursement and/or a Request for Grant Contribution provided for in the Agreement;
- to sign the agreements, certificates and other instruments provided for in the Agreement; and
- to take, do, sign or execute in the name of the Municipality, any other action required or permitted to be taken, done, signed or executed under the Agreement and under any other agreement to which you and the Municipality are parties:

No.	Name	Specimen Signature	Office
1.	Glenn McLean	_____	Mayor
2.	Manny Deol	_____	Chief Administrative Officer

Yours truly,

Town of Drayton Valley

per: [XXXXXX], Authorized Representative\*

*I have authority to bind the Municipality herein*

## SCHEDULE D

### Form of Legal Opinion

**LETTERHEAD OF MUNICIPALITY'S COUNSEL**

[Address]

[Date]

Federation of Canadian Municipalities  
24 Clarence Street  
Ottawa, Ontario  
K1N 5P3

Attention: Mr. Andrew Kemp  
Project Officer - Contracts

Ladies and Gentlemen:

**Re: Green Municipal Fund – Project No. 12078 Loan and Grant Agreement between the Federation of Canadian Municipalities (as Trustee) and the Town of Drayton Valley (“Municipality”) (the “Agreement”)**

We have acted as counsel for the Municipality in connection with the loan and the grant which you have agreed to extend to the Municipality subject to the provisions of the Agreement.

In acting as such counsel, we have examined the following documents:

1. the Agreement;
2. such other records and documents as we have deemed necessary or appropriate for the purposes of this opinion.

Based upon the foregoing, we are of the opinion that:

1. The Municipality: (i) is duly established, validly existing and in good standing under the laws of the Province of Alberta, and (ii) has the power to enter into and perform its obligations under the Agreement.
2. The execution, delivery and performance by the Municipality of the Agreement has been authorized by all necessary action on the part of the Municipality.
3. The Agreement has been duly executed and delivered by the Municipality.
4. The by-law(s) or resolution(s) of the Municipality authorizing the Project (the “**Authorizing By-law(s)**”) has been enacted and passed by its council in full compliance with the relevant statute(s) at a meeting at which a quorum was present. Forthwith after the passage of the Authorizing By-law(s) the same was signed by the head of council and by the clerk and sealed with the municipal seal of the Municipality.

5. The execution, delivery and performance by the Municipality of the Agreement does not and will not constitute or result in a violation or a breach of, or a default under the laws of the Province of Alberta and of Canada applicable therein.
6. No authorization, consent or approval of, or filing, registration or recording with, any governmental authority having jurisdiction in Province of Alberta is required in connection with the execution, delivery or performance by the Municipality of the Agreement, other than authorizations, consents and approvals which have been obtained or filings, registrations or recordings which have been made.
7. The Agreement constitutes a legal, valid and binding obligation of the Municipality enforceable against it in accordance with its terms.

Yours truly,

**Signature of Counsel**



## SCHEDULE E

### Audit Requirements

#### Part 1: Scope of Financial Audit

The scope of the Financial Audit must involve the following:

1. The Eligible Costs were incurred for the purposes set out in the Agreement in amounts that are reasonable and eligible for reimbursement according to the terms and conditions of the Agreement and are supported by proper documentation. **In order to be eligible for reimbursement, all expenses listed in the Statement of Expenses must: (a) qualify as “Eligible Costs” as defined in Part 2 of Schedule A to this Agreement and (b) have been incurred on or after August 27, 2012.**
2. The auditors must use the Form of Audit Report attached as Part 2 of this Schedule E.
3. The auditors must provide adjustments as required by Part 3 of this Schedule E.

## SCHEDULE E

### Audit Requirements

#### Part 2: Form of Audit Report

**[LETTERHEAD OF MUNICIPALITY'S AUDITOR]**

**[Address]**

**[Date]**

Federation of Canadian Municipalities  
24 Clarence Street  
Ottawa, Ontario  
K1N 5P3

Attention: Mr. Andrew Kemp  
Project Officer - Contracts

Ladies and Gentlemen:

**Re: Green Municipal Fund – Project no. 12078**

We have audited the accompanying statement of expenses of the Municipality of (the "Municipality") relating to GMF - Project no. 12078 (the "Statement of Expenses") for the XXXX-month period **[Instruction: Insert no. of months needed by the Municipality to complete the Project]** from the XX day of XXXXX, 200X to the XX day of XXXXX, 200X prepared by management based on the Loan and Grant Agreement between the Federation of Canadian Municipalities ("FCM") as Trustee and the Municipality (the "Agreement").

#### Management's Responsibility for the Statement of Expenses

Management is responsible for the preparation of the schedule in accordance with the Agreement, and for such internal control as management determines is necessary to enable the preparation of the schedule that is free from material misstatement, whether due to fraud or error.

#### Auditor's Responsibility

Our responsibility is to express an opinion on the schedule based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the schedule is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the schedule. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the schedule, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation of the schedule in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the schedule.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### Opinion

In our opinion, the financial information in the statement of expenses of the Municipality for the XXXX-month period [Instruction: Insert no. of months needed by the Municipality to complete the Project] from the XX day of XXXXX, 200X to the XX day of XXXXX, 200X is prepared, in all material respects, in accordance with the Agreement.

#### Basis of Accounting and Restriction on Distribution

Without modifying our opinion, we draw attention to note \_\_\_\_\_ to the schedule, which describes the basis of accounting. The schedule is prepared to assist the Municipality to comply with the reporting requirements of the Agreement. As a result, the schedule may not be suitable for another purpose. Our report is intended solely for FCM and management of the Municipality and should not be distributed to parties other than FCM and the Municipality.

**[To be signed by the Auditor]**

**SCHEDULE E**

**Audit Requirements**

**Part 3: Form of Statement of Expenses**

**Green Municipal Fund – Project No. 12078 Loan and Grant Agreement between the Federation of Canadian Municipalities (as Trustee) and the Town of Drayton Valley (“Municipality”) (the “Agreement”)**

**Eligible Costs<sup>1</sup> for the period beginning August 27, 2012 and ending XXXX XX, 200X**

	Claimed amounts	Adjustments	Audited Amounts
Administrative			
Advertising			
Audit			
Capital Costs (provide details): <div style="margin-left: 20px;"> <div style="border: 1px solid black; width: 40px; height: 15px; margin-bottom: 2px;">item</div> <div style="border: 1px solid black; width: 40px; height: 15px; margin-bottom: 2px;">item</div> <div style="border: 1px solid black; width: 40px; height: 15px; margin-bottom: 2px;">item</div> </div> <hr style="width: 100px; margin-left: 0;"/> <b>Total Capital Costs</b>			
Equipment			
Meeting and Public Gathering			
Services			
Transportation, Shipping and Courier Charges			
Travel and Accommodation			
Sub-total Eligible Costs			
In-Kind (maximum 10% of other Eligible Costs)			
<b>Total Eligible Costs</b>			

Yours truly,

Town of Drayton Valley

per:

XXXXXX, Authorized Representative\*

\*As named in the Municipality's last Certificate of Incumbency and Authority

<sup>1</sup> In order to be eligible for reimbursement, all expenses listed in the Statement of Expenses must qualify as “Eligible Costs” as per Part 2 of Schedule A.

## SCHEDULE F

### Form of Project Progress Report

**REQUIREMENT:** The timing of your submission of your Project Progress Report depends on whether you are receiving a single disbursement or multiple loan disbursements for your project. Please submit your Project Progress Report by e-mail to the GMF Project Officer.

- **Single loan disbursement:** You are required to submit this report before the date that is half way between the date on which the Agreement was signed and the Project Completion Date indicated in the Agreement. For example, if the Agreement is signed on January 1, 2011, and the Project Completion Date indicated in the contract is January 1, 2013, you must submit this report before January 1, 2012. At the time when you request the single loan disbursement, you will submit a Project Completion Report (see Schedule G).
- **Multiple loan disbursements:** You are required to submit this report every time you request a loan disbursement, **except** if you are requesting the final loan disbursement. When you request the Final Loan Disbursement you will submit a Project Completion Report (see Schedule G) instead of a Project Progress Report.
- You are also required to submit this report any time that FCM requests that you submit a Project Progress Report.

**PURPOSE:** Your Project Progress Report has two main purposes:

1. **Project tracking:** This report enables FCM to confirm that your project is proceeding as planned, or to be informed of any unforeseen delays.
2. **Knowledge sharing:** FCM shares the lessons and expertise gained through GMF-funded initiatives with other communities across Canada. The findings and lessons learned documented in your Project Progress Report could be valuable for other municipal governments that are seeking to address sustainability issues in their own communities. FCM may wish to supplement this information through an interview with the Project lead.

**COPYRIGHT:** Because we may post your report on our website, you must hold the copyright to the reports that you submit to us. This means that you own all the rights in the report and can decide who is allowed to reproduce and distribute it.

**CONFIDENTIALITY:** If your report contains any confidential information that you would prefer not be made available to the public (e.g. through a case study or other materials produced by FCM that relate to your project), please submit two versions of the report:

1. **Complete report including confidential information:** Please clearly label this report with the word "**Confidential**" or similar wording and FCM will treat it as confidential.
2. **Abridged report excluding confidential information:** This report may be posted on the FCM website and otherwise made available to interested third parties, to help FCM meet its knowledge sharing objectives.

**CONTENT OUTLINE:** Your Project Progress Report should be approximately **one to two pages long** and include the information below. **Note: You may request a Microsoft Word version of this report from the GMF Project Officer.**

### **Project information**

GMF number:

Name of funding recipient:

Project title:

Date of Project Progress Report:

### **Project status**

1. Please summarize the activities completed so far and indicate the activities currently in progress, as per Schedule A. **Note:** If you have previously submitted a Project Progress Report (for projects with multiple disbursements), your summary should build on the information you included in your previous report.
2. Have there been any significant changes, or do you anticipate any significant changes, to the scope or costs of the Project as described in the Agreement or in a previously submitted Project Progress Report (if applicable)? If so, please indicate how the scope will change and, in general terms, how the changes will affect the **environmental benefits** you aim to achieve and the **budget** (e.g. increase or decrease; no precise figures required).
3. When do you expect to complete the Project (month/year)? Is this the same date as the Project Completion Date indicated in Article 2 of the Agreement?

### **Lessons learned to date**

1. Have you begun to implement any new technology or new approach (e.g. full-cost accounting)? Are there any benefits or drawbacks in using this new technology or approach that you have identified to date?
2. What barriers have you encountered so far and what solutions have you implemented to address them?
3. If you were planning this type of Project again, what would you do differently, knowing what you know now?
4. Do you have a Project champion who has been instrumental to the Project to date? If so, please include his or her name, title and contact information, and describe his or her role in the Project.
5. What advice would you give to someone in another community undertaking a similar project?

### **Photos and materials**

FCM includes project photos and links to project materials in GMF case studies, website content, and other vehicles.

1. Identify and attach any materials resulting from the Project to date that would be useful to share with other communities, such as checklists, toolkits, guidelines, bylaws, videos or information brochures. If the material is available on your website, simply include the link to it.

For example, a water metering Project might result in a new municipal water use bylaw, or a series of householder information brochures or online video clips on ways to reduce water use.

2. Attach any high-quality photographs of the Project if you have taken any to date. Where possible, include photos that feature people in action. The photos must be in jpeg or tiff format and at least 300 dpi (up to 10 MB/10,000 KB but no smaller than 1 MB/1,000 KB in file size). For each photo, please include:
  - a) A caption describing what is featured in the photo.
  - b) A photo credit that indicates who owns the copyright to the photo and the photographer (e.g. © 2010, City of Ottawa/Madison Brown).
  - c) A written release signed by the individuals depicted in the photo granting FCM permission to use the images. **Please request an FCM Photo Consent Form from the GMF Project Officer.**

## SCHEDULE G

### Form of Project Completion Report

**REQUIREMENT:** You must submit a Project Completion Report as a condition of the Final Loan Disbursement by e-mail to the GMF Project Officer.

**PURPOSE:** Your Project Completion Report has two main purposes:

1. **Project tracking:** This report enables FCM to confirm that your project was completed as anticipated upon approval of your application.
2. **Knowledge sharing:** FCM shares the lessons and expertise gained through GMF-funded initiatives with other communities across Canada. The findings and lessons learned documented in your Project Completion Report could be valuable for other municipal governments that are seeking to address sustainability issues in their own communities. One way FCM shares the findings and lessons learned is by posting your reports on our website. Your report will also assist FCM in producing other materials related to your project, including a GMF case study.

**Note:** You are required to submit a separate report on the environmental results of your Project. See Schedule H, Environmental Results Report, for more information.

**COPYRIGHT:** Because we may post your report on our website, you must hold the copyright to the reports that you submit to us. This means that you own all the rights in the report and can decide who is allowed to reproduce and distribute it.

**CONFIDENTIALITY:** If your report contains any confidential information that you would prefer not be made available to the public (e.g. through a case study or other materials produced by FCM that relate to your project), please submit two versions of the report:

1. **Complete report including confidential information:** Please clearly label this report with the word "**Confidential**" or similar wording and FCM will treat it as confidential.
2. **Abridged report excluding confidential information:** This report may be posted on the FCM website and otherwise made available to interested third parties, to help FCM meet its knowledge sharing objectives.

**CONTENT OUTLINE:** Your Project Completion Report should be approximately **8 to 15 pages long**; some reports may be longer or shorter depending on the complexity of the Project. While there are no maximum word counts for each section, the most pertinent section of the report — Lessons Learned — should be given more weight.

Because your report may be read by non-technical municipal staff and similar readers, please assume a low to moderate level of technical knowledge and a preference for clear, direct and focused writing. Use simple language, and explain any highly technical terms or acronyms that are used.

Your Project Completion Report should include the information below. **Note: You may request a Microsoft Word version of this report from the GMF Project Officer.**



## **Project information**

GMF number:

Name of funding recipient:

Project title:

Date of Project Completion Report:

## **Project implementation**

1. How long did it take to complete the Project, from the time it began (initial planning) to the time it was completed?
2. Were members of the community involved in the Project (e.g. through a public participation exercise)? If so, how, and what was the impact of their involvement?
3. Was the Project implemented as outlined in the contract? If there were substantial changes to the implementation plan, please identify them and explain why they happened (e.g. bad weather delays, labour strife, challenges getting the new system to operate correctly, etc.). Describe the effects of any changes on the Project (e.g. higher overall costs, less time allotted for a particular stage of the Project, more staff training required, etc.).

## **Economic and social benefits**

**Note:** Environmental benefits are reported in a separate Environmental Results Report.

1. If known, describe the economic benefits your Project has achieved to date. If the economic benefits are not yet known, briefly describe any economic benefits that you anticipate will emerge from the Project. Examples include:
  - Increased return on investment
  - Decrease in facility operating or maintenance costs
  - Extended lifespan for facility (e.g. landfill, wastewater treatment plan, recreation centre)
  - Increased property tax revenues
  - Stimulus for local economy
  - Lower healthcare costs
  - Increased employment options or job retention
  - Increase in transit ridership
2. If known, describe the social benefits your Project has achieved to date. If the social benefits are not yet known, briefly describe any social benefits that you anticipate will emerge from the Project. Examples include:
  - Improvements to public health
  - Improvements to public safety
  - Improvements to community quality of life
  - Increased employment options or job retention
  - Increased opportunities for community engagement
  - Increased public education or awareness
  - Community revitalization
  - New housing and infrastructure

- New or enhanced public space or public facilities
- Reduced urban sprawl
- Increased civic pride and participation
- Reduced opportunities for crime

## Lessons learned

Lessons learned refer to knowledge gained from the Project that can be applied to other situations. This knowledge can be acquired through positive experiences (i.e. what worked or went well, and could serve as a model for future projects) or negative experiences (i.e. what didn't work, or went poorly, and so could try to be avoided in future projects). **Lessons learned can help those in other municipalities interested in addressing similar issues in their own communities.**

One way of thinking about lessons learned is to group them into barriers and solutions.

**Barrier:** A barrier is anything that hinders a result that is being sought, and can take many forms. For example, barriers can be behavioural (e.g. "Not in My Backyard" or political disinterest); legislative (e.g. provincial planning act or municipal bylaw); financial (e.g. unaffordable costs or lack of financing); technological (e.g. unable to find local suppliers); situational (e.g. a pre-existing low-density development). The identification of a barrier is a type of lesson learned.

**Solution:** A solution is any strategy that can be taken to surmount a barrier. Solutions are as varied as the obstacles they surmount. A solution can be behavioural (e.g. providing education to encourage change in views and behaviours); legislative (e.g. passing a bylaw permitting secondary suites); financial (e.g. offering low-interest loans), technological (e.g. validating test results on a municipality's own water source) and so on. The identification of a solution is a type of lesson learned.

1. What did you find worked well during the project?
2. What barriers did you encounter and what solutions did you implement to address them?
3. What knowledge did you gain from conducting this project? (e.g. "geothermal energy is not cost-effective in buildings under X square metres" or "biomass can't compete with natural gas unless gas prices rise above X" or "community consultation is more effective if the city circulates proposals in advance, rather than offering citizens a blank slate." Where possible and applicable, include technical lessons from which other municipalities may benefit.
4. Did you use any new technology or new approach (e.g. full-cost accounting) in the course of the Project? Were there any benefits or drawbacks in using this new technology or approach?
5. Have the lessons you learned from this project influenced any of your policies, plans or other activities?
6. Do you have a Project champion who was instrumental to the Project? If so, please include his or her name, title and contact information, and describe his or her role in the Project.
7. If you were planning this type of Project again, what would you do differently, knowing what you know now?
8. What advice would you give to someone in another community undertaking a similar project?

## Next steps

1. Describe how you intend to build on the results of the Project. If possible, include the month and year of anticipated activities.

## Publicity

1. Briefly describe any recognition, media coverage, awards, or public support the Project has received.

## Photos and materials

FCM includes project photos and links to project materials in GMF case studies, website content, and other vehicles.

1. Identify and attach any materials resulting from the Project that would be useful to share with other communities, such as checklists, toolkits, guidelines, bylaws, videos or information brochures. If the material is available on your website, simply include the link to it.

For example, a water metering Project might result in a new municipal water use bylaw, or a series of householder information brochures or online video clips on ways to reduce water use.

2. Attach five high-quality photographs of the Project. Where possible, include photos that feature people in action, illustrate the progress of the project, or feature “before” and “after” perspectives. The photos must be in jpeg or tiff format and at least 300 dpi (up to 10 MB/10,000 KB but no smaller than 1 MB/1,000 KB in file size).

For each photo, please include:

- a) A caption describing what is featured in the photo.
- b) A photo credit that indicates who owns the copyright to the photo and the photographer (e.g. © 2010, City of Ottawa/Madison Brown).
- c) A written release signed by the individuals depicted in the photo granting FCM permission to use the images. **Please request an FCM Photo Consent Form from the GMF Project Officer.**

## SCHEDULE H

### Form of Environmental Results Report

The Environmental Results Report (ERR) has two parts.

**Part 1** consists of a plain-language summary of the environmental benefits and co-benefits of the project (and the social and economic benefits, if known), as well as a description of the lessons learned from the operation of the project (as opposed to the lessons learned from the construction of the project).

**Part 2** consists of documenting analytical data in the Environmental Analytical Results Indicator Tables to quantify the actual environmental benefits and impacts of the project. You must enter data for indicators listed in Schedule A, part 1. Include other (optional) indicators if the data is collected.

#### **PART 1: SUMMARY AND LESSONS LEARNED OF THE PROJECT**

The suggested length for Part 1 of this report is two to three pages single-spaced. (Part 1 can be longer or shorter, depending upon the complexity of the project.)

1. In plain language, describe the actual environmental benefits the project achieved based on its operation. If there are any environmental co-benefits (i.e., if there is more than one environmental benefit), describe the results of any co-benefits as well.
2. If known, describe any social benefits achieved by the completion of the project.
3. If known, describe any economic benefits achieved by the completion of the project.
4. Please describe the lessons learned, and provide any other advice that might assist others interested in undertaking similar projects in their own communities.
  - What lessons have been learned from the operation of the project?
  - If applicable, explain why anticipated results have not been achieved and what could have been done differently to improve the performance of the project.
5. Please comment on the ease or difficulty of measuring and reporting on the environmental parameters required in Part 2 of this report.
  - a. Were the measures difficult or expensive to obtain (e.g., did the ERR take a lot of staff time to fill out or did you require outside expertise to collect the information? Were you already collecting this information? Did the ERR require special tools or software, etc.)?
  - b. Would you report on these parameters for your own purposes, if it were not required by GMF?
  - c. What suggestions do you have, if any, to make the ERR easier to complete by future recipients of GMF funding?

## **PART 2: ENVIRONMENTAL ANALYTICAL RESULTS TABLES**

The Recipient must provide, based on twelve (12) consecutive months of operation unless specific exception, Environmental Analytical Results Indicator Tables based on a measurement and verification report (or equivalent) prepared by a third-party environmental consultant to interpret the actual environmental benefits achieved by the project.

Reference documents that form the basis of data reported in the tables (e.g. any engineering or environmental studies, modeling assumptions, technical specifications or literature, and measurement or estimation techniques details) must also be provided or, at least, thoroughly identified and referenced.

In the tables, please summarize the anticipated and actual environmental benefits and co-benefits listed in Schedule A, part 1 as per the indicators listed below. You may include other indicators if the data is collected.

Each indicator table includes columns to record:

- 1) The baseline or business as usual case
- 2) The anticipated results of the project as compared to the baseline
- 3) A revised baseline
- 4) A revised anticipated result
- 5) An actual result

The columns corresponding to 1) and 2) above should be filled out with the data found in Schedule A Part 1.

Columns corresponding to 3) and 4) above will usually be filled in identically to columns 1) and 2). In the event that the baseline and/or the anticipated result have changed due to unforeseen circumstances or more accurate information that has been discovered since the time of application, the columns corresponding to 3) and 4) above can be used to record this information. Please note that these revisions are only intended to reflect changes external to the scope of the project which may influence the measurement. Examples include:

- A significant increase / decrease in population in a project which intends to influence a per-capita measurement yet reports results as a total (waste diverted, water consumption, waste water production, etc.)
- Exceptionally unusual weather which causes a departure from an energy model completed pre-project that was based on historical weather

Columns corresponding to 5) above should be filled with actual results achieved by the project.

## **Indicator – Energy consumption**

This indicator reflects the change in the amount of energy consumed including electricity from the grid, renewable and non-renewable energy. Changes in energy consumption result from actions to increase energy efficiency or avoid usage. Anticipated and actual results are expressed in gigajoules (GJ).

Source units (kWh, m<sup>3</sup>, tonnes, etc.) must be converted to gigajoules for inclusion into the summary table. The unit converter at the following link may be used to convert source units to GJ:

<http://oee.nrcan.gc.ca/commercial/technical-info/tools/gigajoule.cfm>

This indicator also reflects the amount of greenhouse gases (GHGs) released from energy use. Actual results are expressed in kilograms of carbon dioxide equivalent per year (kg CO<sub>2</sub>e/year).

Emissions factors should be equivalent to those used at the time of application (see Schedule A part 1), however if under any circumstances (a fuel source not-contemplated in the application is used in the project, for example) a new emissions factor must be introduced it should come from a recognized source, examples are provided below:

*List of emission factors for fuel combustion:*

<http://www.ec.gc.ca/ges-ghg/default.asp?lang=En&n=AC2B7641-1>

*List of emission factors for electricity generation per province*

<http://www.ec.gc.ca/ges-ghg/default.asp?lang=En&n=EAF0E96A-1#section6>

### **Specific to Energy Efficiency in Buildings:**

Baseline and Actual: Depending on whether an existing building is upgraded or a new one constructed, the establishment of the baseline and measurement of actual results will vary;

- The baseline for existing buildings that are the subject of energy efficiency upgrades should be the actual energy usage prior to the project. The actual results should be the actual measured energy usage after project completion.
- The baseline for new construction, or for existing buildings that, as part of the Project, undergo significant changes in utilization, size, or other factors can be established by a simulation of an equivalent building constructed per the MNECB. The actual results can be estimated through the use of a model with confirmation that the building was built as per the design of this model.

Projects seeking the M&V (measurement and verification) credit specified in the LEED™ rating system are required to carry out monitoring activities for measuring actual results. Therefore, recipients should use data of such reports used to fulfill LEED™ requirements, or equivalent, to prepare this environmental results report.

**Energy Consumption: Part I Energy Sources and Consumption**

Building	Energy Source	2013 Consumption (kWh)	2014 Consumption (kWh)	2013 or Adjusted Amount	2014 or Adjusted Amount	2013-14	2013-14
Building occupants	Natural gas	815	415	(815)	(415)	(400)	(400)
	Electricity from the grid	124	41	(124)	(41)	(83)	(83)

**Energy Consumption: Part II Greenhouse Gas Impacts**

Building	Energy Source	2013 GHG Emissions (tCO <sub>2</sub> e)	2014 GHG Emissions (tCO <sub>2</sub> e)	2013 or Adjusted Amount	2014 or Adjusted Amount	2013-14	2013-14
Building occupants	Natural gas	43.34	11.74	(43.34)	(11.74)	(31.60)	(31.60)
	Electricity from the grid	24.44	11.74	(24.44)	(11.74)	(12.70)	(12.70)

**Indicator – Renewable Energy Production**

This indicator reflects the energy production and net exports of renewable energy systems such as solar photovoltaic panels.

Anticipated and actual results are expressed in gigajoules (GJ) and kilograms of carbon dioxide equivalent (kg CO<sub>2</sub>e)

Note that GHG impacts only apply to exported energy as any renewable energy used on site are to be included in the “Energy Consumption” indicator.

**Renewable Energy Production: Part I Energy production and exports**

System	Anticipated	Actual	(A) or Adjusted Actual	(B) or Adjusted Actual		
Solar electric panel	0	0	(A) or Adjusted Actual	(B) or Adjusted Actual		
Solar air panel	0	0	(A) or Adjusted Actual	(B) or Adjusted Actual		

**Renewable Energy Production: Part II Greenhouse gas impacts of exported energy**

System	Anticipated	Actual	(A) or Adjusted Actual	(B) or Adjusted Actual
Solar electric panel (1%)	125	125	(A) or Adjusted Actual	(B) or Adjusted Actual
Solar air panel (1%)	125	125	(A) or Adjusted Actual	(B) or Adjusted Actual



**Indicator – Amount of land/wetland/riparian area preserved or restored for wildlife habitat**

This indicator reflects the area of existing landscape, wetlands or riparian zone preserved or restored (e.g. critical habitat). Terrestrial land, wetlands or riparian areas (banks of a waterway, such as a river bank) are valued environments because they are important habitats. In some cases they are diminishing in size or quality, or have been degraded and can be improved. Anticipated results are expressed in square meters (m<sup>2</sup>). Note that a minus sign (-) indicates a decrease in area preserved or restored.

**Land/Wetland/Riparian Area Preserved or Restored for Wildlife Habitat**

Land/Wetland/Riparian Area Preserved or Restored for Wildlife Habitat			
Indicator	Unit	Target	Notes
Terrestrial land	m <sup>2</sup>	41,500	Re-introduction of natural plants and shrub species on the river bank treatment plant site, which will encourage prairie and forest species of large and small mammal, bird and insect populations.

## SCHEDULE I

### Project Signage Specifications

#### 1. Signage during construction or implementation

The Municipality must affix signage, in content, form and manner acceptable to FCM, recognizing GMF and GoC assistance, wherever other funders are recognized during the construction or implementation phase. This may include signage at construction sites or on vehicles and equipment. This should be done through use of the FCM Green Municipal Fund logo.

#### 2. Signage after construction or implementation

The Municipality must affix permanent signage, in content, form and manner acceptable to FCM, recognizing GMF and GoC assistance. This may take the form of an appropriately placed plaque on buildings accessible to the public, or decals or other lettering on vehicles or equipment visible to the public. The signage must be made of a durable material suitable to weather exposure. The signage must include the FCM Green Municipal Fund logo combined with the text below. The logo should be at least fifteen centimetres wide. The text must be at least 40-point font.

*This project was carried out with assistance from the Federation of Canadian Municipalities' Green Municipal Fund, an endowment created by the Government of Canada.*

and/  
or

*Ce projet a été réalisé grâce au soutien financier du Fonds municipal vert, une dotation du gouvernement du Canada à la Fédération canadienne des municipalités.*

#### 3. Use of the FCM Green Municipal Fund logo

High-resolution logos will be supplied by FCM staff. The logo must never be reproduced less than four centimetres wide.

Colour signage is not required, but where colour is used, the official FCM Green Municipal Fund corporate colours must be applied.



FEDERATION  
OF CANADIAN  
MUNICIPALITIES

FÉDÉRATION  
CANADIENNE DES  
MUNICIPALITÉS

---

GREEN MUNICIPAL FUND  
FONDS MUNICIPAL VERT

#### 4. Questions

FCM's Green Municipal Fund supports many types of initiatives. These guidelines may not anticipate all potential forms of recognition. To discuss specific applications of these guidelines, please contact GMF at 613-907-6208 or at [gmf@fcm.ca](mailto:gmf@fcm.ca).

SCHEDULE J

Form of Certificate of Financial and Debt Compliance

LETTERHEAD OF THE MUNICIPALITY

Address

Date

Federation of Canadian Municipalities
24 Clarence Street
Ottawa, Ontario
K1N 5P3

Attention: Mr. Andrew Kemp
Project Officer - Contracts

Ladies and Gentlemen:

Re: Green Municipal Fund – Project No. 12078 Loan and Grant Agreement between the Federation of Canadian Municipalities (as Trustee) and the Town of Drayton Valley (“Municipality”) (the “Agreement”)

Certificate of Financial and Debt Compliance

I, [Municipality: insert name of CFO or Controller], [Municipality: insert title (should be a CFO, Controller or equivalent)], certify the following:

- 1. I have reviewed the Municipality’s financial statements provided pursuant to section 5.01(k)(iii) of the Agreement and confirm that no financial or debt Event of Default has occurred and is continuing or, if any such Event of Default has occurred and is continuing, I am specifying the nature and extent thereof. [Instruction: describe the Event of Default]
2. The attached calculations, which include reasonable detail, demonstrate compliance with the provisions of Section 5.02(c) of the Agreement at the end of the most recently completed fiscal year. [Instruction: attach calculations]

Date:

[Signature area]

<b>AGENDA ITEM: 10.13.</b>	EPAC Construction Management Contract
<b>Department:</b>	Community Services
<b>Presented by:</b>	Councillor Nadeau
<b>Support Staff:</b>	Annette Driessen, Director of Community Services

**BACKGROUND:**

The Town of Drayton Valley is serving as the Project Manager for the renovations to the Eleanor Pickup Arts Centre. Renovations were initiated in late summer of 2013. Work on the renovations continued into the early months of 2014 until the General Contractor had to end the contract due to personal reasons. Town Administration took measures to secure another contractor to complete the Phase I work of the project. Negotiations with companies occurred over the past few months. Following several meetings/conversations between the Town, Temple Contracting Inc., and A & E Architectural and Engineering Group Inc., a Construction Management agreement has been negotiated. Time is of the essence in order to complete a significant portion of the work prior to the end of this year.

The Management Contract Agreement is a standard agreement developed through the Canadian Construction Association. The Contract has been reviewed by the Town's legal counsel.

The scope of work to be completed by the Construction Manager is attached. The Construction Manager has agreed to the construction management fee of 6%.

Administration is recommending the approval of the Construction Management Agreement with Temple Contracting Inc. to complete the Phase I renovations to the Eleanor Pickup Arts Centre.

**RECOMMENDATION:**

I move that Council approve the Construction Management Contract for the EPAC Renovations with Temple Contracting Inc. at the 6% Construction Management Fee.

### **Completion of Phase I - Scope of Work**

- Remove and replace or reinforce existing foundation as per direction from structural and geotechnical consultants.
- Construct new addition south of gridline 5 including washrooms 106 and 107, vestibule 101 and lobby 102 as per drawing A1.01.
- Renovate Lobby 103, mechanical room 109, kitchen 108, vestibule 111, coat 110.
- Supply and install all required millwork, flooring, ceilings, etc.
- Replace all existing roofing.
- Provide separate price for the construction of front elevation as per drawings.
- Adjust grading as per grading plan.

The above scope includes the coordination of all work associated with existing contracts.

The above scope includes the supply and installation of required structural, mechanical, electrical components of the building that have yet to be completed.

**CCDC 5B**

Construction Management Contract  
– for Services and Construction

2 0 1 0

Eleanor Pickup Arts Centre

Apply a CCDC 5B copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 5B – 2010 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE  
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE  
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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#### APPENDIX STIPULATED PRICE OPTION

**AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER  
– FOR SERVICES AND CONSTRUCTION**

This agreement made on the 03 day of November in the year 2014  
by and between

Town of Drayton Valley

---

hereinafter called the “*Owner*”  
and

Temple Contracting Inc.

---

hereinafter called the “*Construction Manager*”

The *Owner* and *Construction Manager* agree as follows:

**ARTICLE A-1 THE SERVICES AND THE WORK**

The *Construction Manager* shall

1.1 perform the *Services* and the *Work* for

Eleanor Pickup Arts Centre

---

*insert above the title of the Project*

located at

5144 - 51 Street, Drayton Valley, Alberta

---

*insert above the Place of the Work*

and as further described in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT, for which the Agreement has been signed by the parties, and for which

A&E Architectural & Engineering Group Inc.

---

*insert above the name of the Consultant*

is acting as and is hereinafter called the “*Consultant*”, and

1.2 do and fulfill everything indicated by the *Contract Documents*, and

1.3 commence the *Services* and the *Work* by the 10 day of November in the year 2014 and continue in accordance with any schedule provided in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT. The *Construction Manager*'s obligation to provide *Services* shall end no later than one year after the date of *Substantial Performance of the Work*.

**ARTICLE A-2 AGREEMENTS AND AMENDMENTS**

2.1 This *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Project*.

2.2 This *Contract* may be amended only as provided in the *Contract Documents*.

CCDC 5B – 2010

Note: This contract is protected by copyright. Use of a CCDC 5B document not containing a CCDC 5B copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 5B copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 5B – 2010 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

1



**ARTICLE A-3 DESCRIPTION OF THE PROJECT**

3.1 The following is a description of the *Project* including intended use, scope, budget, schedule, phases if applicable, and the anticipated date of *Substantial Performance of the Work*, and any other information which further generally describes the nature of the *Project* and the *Work*:

This project is a performing arts centre. The 840 square foot addition, will provide a new entrance and washroom facility to the space. The existing 1000 square foot space will be renovated. Both at a budgetary value of \$400,000.00.

The following scope is entailed for addition: (840 square feet, as well as 1000 existing space)

1. Remove existing foundation for the expansion and replace with new foundation. Height may increase as per consultant recommendations.

2. Construct new structure utilizing structural steel, steel stud framing, 100mm Rigid insulation, metal cadding exterior, and gypsum wall board interior as per addendum #1 dated August 1, 2014. The roofing membrane will be SBS.

3. Roofing of existing structure will be over and above the \$400,000.00 budgetary value.

4. Mechanical contractor to remain, to complete the sprinkler tree installation, and mechanical as per the mechanical drawings dated October 16, 2013 labelled "ISSUE FOR PRICING" and addendum #1 dated August 1, 2014. This will be over and above the \$400,000.00 budget.

**ARTICLE A-4 CONTRACT DOCUMENTS**

4.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement – THE SERVICES AND THE WORK:

- the Agreement Between *Owner* and *Construction Manager* (including the Schedules to the Agreement)
- the Appendix – STIPULATED PRICE OPTION
- the Definitions
- the General Conditions
- the *Construction Documents*

\*

\* (Insert here, attaching additional pages if required, a list identifying all other *Contract Documents*)

## ARTICLE A-5 CONSTRUCTION MANAGER'S FEE

5.1 The *Construction Manager's Fee* shall be equal to the sum of the fee for the *Services* as specified in paragraph 5.2 and the fee for the *Work* as described in paragraph 5.3.

5.2 The *Construction Manager's Fee* for the *Services* is comprised of one or more of the following:

- .1~~☒~~ A fixed amount of \$400,000.00 \_\_\_\_\_; and
- .2~~☒~~ A percentage amount of Six percent (6 %) of the *Construction Cost Estimate*. Final reconciliation payments shall be adjusted based on *Class A Construction Cost Estimate*; and
- .3~~☒~~ An amount based on the time-based rates for personnel employed by the *Construction Manager* as described in Schedule B to the Agreement and engaged in performing the *Services* to the level of effort agreed prior to the commencement of the *Services*. The *Owner* may by written request require the *Construction Manager* to provide prior to commencement of the *Services* an estimate of the total fee for *Services* to be performed based on the time-based rates for evaluation and verification purposes.

\* *Strike out inapplicable paragraph(s).*

5.3 The *Construction Manager's Fee* for the *Work* is comprised of one or more of the following:

- .1~~☒~~ A percentage fee of six percent (6 %) of the *Cost of the Work* earned as the *Cost of the Work* accrues. In the event the *Owner* furnishes labour or material below market cost or materials are re-used beyond that anticipated in the original scope of the *Work*, the *Cost of the Work* for purposes of establishing the *Construction Manager's Fee* for the *Work* is the cost of all materials and labour necessary to complete the *Project* as if all materials had been new and as if all labour had been paid for at market prices at the time of construction or, in the event that the construction does not proceed, at existing market prices at the anticipated time of construction; and
- .2~~☒~~ ~~A fixed fee of \_\_\_\_\_ earned as follows:~~

~~☒ Delete inapplicable paragraph.~~

5.4 The *Construction Manager's Fee* shall be subject to adjustment as may be required in accordance with the provisions of the *Contract Documents* listed in Article A-4 of the Agreement – CONTRACT DOCUMENTS.

5.5 All amounts are in Canadian funds.

## ARTICLE A-6 REIMBURSABLE EXPENSES FOR THE SERVICES

6.1 The reimbursable expenses are the actual expenses, supported by receipts or invoices, that the *Construction Manager* incurred in performing the *Services*, and as identified in Schedule A2 to the Agreement plus the administrative charge of six percent (6 %). If there are no receipts or invoices, the expenses shall be at rates prevailing in the area of the *Place of the Work* and supported with suitable documentation.

6.2 The *Owner* may by written request require the *Construction Manager* to:

- .1 provide prior to commencement of the *Services* an estimate of the total reimbursable expenses incurred by the *Construction Manager* in performing the *Services* for evaluation and verification purposes; and
- .2 inform the *Owner* in writing prior to incurring reimbursable expenses relating to the *Services*.

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## ARTICLE A-7 COST OF THE WORK

- 7.1 The *Cost of the Work* is the actual cost incurred by the *Construction Manager* in performing the *Work* and is limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Construction Manager* under a salary or wage schedule agreed upon by the *Owner* and the *Construction Manager*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Construction Manager*, for personnel
    - (1) stationed at the *Place of the Work*, in whatever capacity employed;
    - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
    - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings and coordination drawings; or
    - (4) engaged in the processing of changes in the *Work*.
  - .2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Construction Manager* and included in the cost of the *Work* as provided in paragraph 7.1.1;
  - .3 travel and subsistence expenses of the *Construction Manager's* personnel described in paragraph 7.1.1;
  - .4 all *Products* including cost of transportation thereof;
  - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Construction Manager*;
  - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Construction Manager* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
  - .7 the *Construction Manager's* field office;
  - .8 deposits lost provided that they are not caused by negligent acts or omissions of the *Construction Manager* and the *Services* are performed in accordance with this *Contract*;
  - .9 the amounts of all contracts or written agreements with *Subcontractors* and *Suppliers* and the unrecoverable costs to the *Construction Manager* that result from any *Subcontractor's* or *Supplier's* default, insolvency or abandonment; termination of any *Subcontractor's* or *Supplier's* right to perform due to default by the *Subcontractor* or *Supplier*; or termination of any *Subcontractor's* or *Supplier's* contract due to default by the *Subcontractor* or *Supplier*;
  - .10 quality assurance such as independent inspection and testing services;
  - .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
  - .12 royalties, patent license fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Construction Manager's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 – PATENT FEES;
  - .13 premiums for all contract securities and insurance that the *Construction Manager* is required, by the *Contract Documents*, to purchase and maintain;
  - .14 taxes, other than *Value Added Taxes*, and duties relating to the *Work* for which the *Construction Manager* is liable;
  - .15 charges for long distance communications, courier services, expressage, printing, and reproduction incurred in relation to the performance of the *Work*;
  - .16 removal and disposal of waste products and debris;
  - .17 the cost of safety measures and requirements;
  - .18 legal costs, incurred by the *Construction Manager* in relation to the performance of the *Work* provided that they are not caused by negligent acts or omissions of the *Construction Manager* and the *Work* is performed in accordance with this *Contract*;
  - .19 the cost of financing the *Work* in accordance with the method determined by the parties and identified in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT;

- .20 the cost of auditing when requested by the *Owner*;
- .21 the cost of project-specific information technology and usage in accordance with the method determined by the parties in writing;
- .22 the cost of removal or containment of toxic or hazardous substances pursuant to GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES;
- .23 other costs incurred in the performance of the *Work* as listed below:

- 7.2 The *Cost of the Work* excludes *Value Added Taxes* and shall be at rates prevailing in the locality of the *Place of the Work*, except with the prior consent of the *Owner*.
- 7.3 Any costs incurred by the *Construction Manager* due to failure on the part of the *Construction Manager* to exercise reasonable care and diligence in the *Construction Manager's* attention to the *Work* shall be borne by the *Construction Manager*.
- 7.4 All cash discounts shall accrue to the *Construction Manager* unless the *Owner* deposits funds with the *Construction Manager* with which to make payments, or where the *Owner* pays the costs of financing the *Work*, in which case the cash discounts shall accrue to the *Owner*.
- 7.5 All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment applicable to the *Work* shall accrue to the *Owner*, and the *Construction Manager* shall make provisions so that they can be secured.
- 7.6 The *Owner* may by written request require the *Construction Manager* to:
  - .1 provide prior to commencement of the *Work* an estimate of the total *Cost of the Work* for evaluation and verification purposes; and
  - .2 inform the *Owner* in writing prior to incurring reimbursable expenses relating to the *Cost of the Work*.

**ARTICLE A-8 OPTIONS**

8.1 The *Owner* and the *Construction Manager* may agree to exercise the options described in paragraph 8.2, 8.3 or 8.4 at the time of signing of this *Contract* or any time during the term of the *Contract*. Any agreement to exercise any of the following options after the signing of this *Contract* shall be recorded by a *Change Order*.

**8.2 GUARANTEED MAXIMUM PRICE (GMP) OPTION**

The sum of the *Price of the Services* and the *Price of the Work* are guaranteed by the *Construction Manager* not to exceed \$24,000.00 /100 dollars (\$ 24,000.00 ),

subject to the adjustment as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE. Any amount, consisting of the sum of the *Price of the Services* and the *Price of the Work*, in excess of this *Guaranteed Maximum Price* will be paid by the *Construction Manager* without reimbursement by the *Owner*.

**8.3 GUARANTEED MAXIMUM PRICE PLUS % COST SAVINGS OPTION**

The *Price of the Services* and the *Price of the Work* are guaranteed by the *Construction Manager* not to exceed \$424,000.00 /100 dollars (\$ 424,000.00 ),

subject to the adjustment as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

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At the conclusion of the *Project*,

- .1 any amount, consisting of the sum of the *Price of the Services* and the *Price of the Work*, in excess of this *Guaranteed Maximum Price* will be paid by the *Construction Manager* without reimbursement by the *Owner*.
- .2 if the sum of the *Price of the Services* and the *Price of the Work* is less than this *Guaranteed Maximum Price*, the difference will be disbursed as follows:
  - (1) retained by the *Owner*: 100 %
  - (2) paid to the *Construction Manager*: 0 %

#### 8.4 STIPULATED PRICE OPTION

The *Owner* and the *Construction Manager* may agree to change this *Contract* to a stipulated price contract, in accordance with the amendments as provided in the Appendix – STIPULATED PRICE OPTION.

### ARTICLE A-9 PAYMENT

9.1 Where required by provincial or territorial legislation, payments shall be subject to the lien legislation applicable to the *Place of the Work*. The *Owner* shall pay the *Construction Manager*:

- .1 payments on account of the *Construction Manager's Fee* for the *Services* earned as described in Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE together with such *Value Added Taxes* as may be applicable to such payments, and
- .2 payments on account of the reimbursable expenses for the *Services* earned as described in Article A-6 of the Agreement – REIMBURSABLE EXPENSES FOR THE SERVICES together with such *Value Added Taxes* as may be applicable to such payments,
- .3 payments on account of the *Price of the Work* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments,
- .4 upon *Substantial Performance of the Work*, the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
- .5 upon the issuance of the final certificate for payment, the unpaid balance of the *Construction Manager's Fee* for the *Services*, the reimbursable expenses for the *Services*, and the *Price of the Work* when due together with such *Value Added Taxes* as may be applicable to such payment.

9.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Construction Manager* in accordance with the provisions of GC 11.1 – INSURANCE.

9.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of this *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
  - (1) 2% per annum above the prime rate for the first 60 days.
  - (2) 4% per annum above the prime rate after the first 60 days.Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

Alberta Treasury Branch

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*(Insert name of chartered lending institution whose prime rate is to be used)*  
for prime business loans as it may change from time to time.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 9.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.



**ARTICLE A-10 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING**

- 10.1 *Notices in Writing* will be addressed to the recipient at the address set out below.
- 10.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.
- 10.3 A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received 5 calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day.
- 10.4 A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof.
- 10.5 An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

*Owner*

Town of Drayton Valley

name of Owner\*

address

facsimile number

email address

*Construction Manager*

Temple Contracting Inc.

name of Construction Manager\*

116, 363 Sioux Road, Sherwood Park, Alberta T8A 4W7

address

(780) 417-9000

facsimile number

curtis.t@templecontracting.com

email address

*Consultant*

A&E Architectural & Engineering Group Inc.

name of Consultant\*

address

facsimile number

email address

\* If it is intended that the notice must be received by a specific individual, that individual's name shall be indicated.

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**ARTICLE A-11 LANGUAGE OF THE CONTRACT**

11.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English/French# language shall prevail.

*#Complete this statement by striking out inapplicable term.*

11.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

**ARTICLE A-12 SUCCESSION**

12.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

**In witness whereof** the parties hereto have executed this Agreement by their respective hands or the hands of their duly authorized representatives.

SIGNED AND DELIVERED  
in the presence of:

**WITNESS**

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name of person signing*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name of person signing*

**WITNESS**

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name of person signing*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name of person signing*

**OWNER**

Town of Drayton Valley

\_\_\_\_\_  
*name of Owner*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name and title of person signing*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name and title of person signing*

**CONSTRUCTION MANAGER**

Temple Contracting Inc.

\_\_\_\_\_  
*name of Construction Manager*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name and title of person signing*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name and title of person signing*

- N.B. Where legal jurisdiction, local practice or Owner or Construction Manager requirement calls for:
- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
  - (b) the affixing of a corporate seal, this Agreement should be properly sealed.

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**SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION**

<b>1. PRECONSTRUCTION</b>  (*Note: F1 Included in the fixed amount as described in paragraph 5.2.1 of Article A-5 – CONSTRUCTION MANAGER’S FEE. F2 Included in the percentage amount as described in paragraph 5.2.2 of Article A-5 – CONSTRUCTION MANAGER’S FEE. F3 Fee to the Construction Manager based on time-based rates as described in paragraph 5.2.3 of Article A-5 – CONSTRUCTION MANAGER’S FEE.)	Performed by the Owner or someone other than the Construction Manager	Performed by the Construction Manager (*F1/F2/F3)	Not Applicable
<b>1.1 General Services</b> .1 Attend regular <i>Project</i> meetings with the <i>Owner</i> and the <i>Consultant</i> . .2 Provide advice to the <i>Owner</i> and the <i>Consultant</i> with respect to construction and market conditions.	<input type="checkbox"/> <input type="checkbox"/>	F3 F3	<input type="checkbox"/> <input type="checkbox"/>
<b>1.2 Predesign</b> .1 <b>Estimating:</b> (1) Confirm or prepare a <i>Class D Construction Cost Estimate</i> . (2) Advise the <i>Owner</i> if it appears that the <i>Construction Cost Estimate</i> may exceed the <i>Project</i> budget, and make recommendation for corrective action. .2 <b>Scheduling:</b> Prepare a preliminary overall <i>Project</i> schedule.	<input type="checkbox"/> <input type="checkbox"/>	F3 F3	<input type="checkbox"/> <input type="checkbox"/>
<b>1.3 Schematic Design Phase</b> .1 <b>Constructability:</b> Provide advice on site use and possible improvements, selection of materials, assembly systems, and, equipment and provide recommendations on construction feasibility, availability of materials and labour, time requirements for installation and construction, and factors related to alternative designs and possible economies. .2 <b>Estimating:</b> (1) Prepare a <i>Class C Construction Cost Estimate</i> at the end of the Schematic Design Phase. (2) Advise the <i>Owner</i> if it appears that the <i>Construction Cost Estimate</i> may exceed the <i>Project</i> budget, and make recommendation for corrective action. .3 <b>Scheduling:</b> Prepare, in consultation with the <i>Consultant</i> and the <i>Owner</i> , a preliminary <i>Project</i> schedule for the <i>Owner's</i> review; such <i>Project</i> schedule shall take into consideration the sequence and timing of the required basic program decisions, including anticipated design time, approval period, preparation of documentation, bid calls and subsequent evaluations, trade contract awards, on-site construction activities, and the anticipated date of <i>Substantial Performance of the Work</i> . .4 <b>Other Services:</b> Assist in providing liaison and coordination among government authorities, utility companies, and other authorities having jurisdiction over the <i>Place of the Work</i> .	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	F3 F3 F3 F3	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>1.4 Design Development Phase</b> .1 <b>Constructability:</b> (1) Provide updates as necessary regarding the availability of materials and labour, building systems, and possible economies. (2) Make recommendations to the <i>Owner</i> and the <i>Consultant</i> regarding the scope of <i>Work</i> packages and <i>Work</i> to be performed by the <i>Construction Manager's</i> own forces to help facilitate the subsequent bidding and awarding of <i>Subcontractor</i> and <i>Supplier</i> contracts. (3) Review the <i>Specifications</i> and <i>Drawings</i> and, at the end of the Design Development Phase, make recommendations to the <i>Owner</i> and the <i>Consultant</i> as to constructability and coordination among the <i>Subcontractors</i> . .2 <b>Estimating and Cost Control:</b> (1) Prepare a <i>Class B Construction Cost Estimate</i> at the end of the Design Development Phase. (2) Advise the <i>Owner</i> if it appears that the <i>Construction Cost Estimate</i> may exceed the <i>Project</i> budget, and make recommendations for corrective action. (3) Establish a cost control program and prepare a cash flow forecast for the <i>Project</i> .	<input type="checkbox"/> <input type="checkbox"/>	F3 F3	<input type="checkbox"/> <input type="checkbox"/>

**SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION**

<p><b>1. PRECONSTRUCTION</b></p> <p>(*Note:                      F1 Included in the fixed amount as described in paragraph 5.2.1 of Article A-5 – CONSTRUCTION MANAGER’S FEE.                      F2 Included in the percentage amount as described in paragraph 5.2.2 of Article A-5 – CONSTRUCTION MANAGER’S FEE.                      F3 Fee to the Construction Manager based on time-based rates as described in paragraph 5.2.3 of Article A-5 – CONSTRUCTION MANAGER’S FEE.)</p>	<p>Performed by the Owner or someone other than the Construction Manager</p>	<p>Performed by the Construction Manager (*F1/F2/F3)</p>	<p>Not Applicable</p>
<p><b>.3 Scheduling:</b></p> <p>(1) Review and update the <i>Project</i> schedule with appropriate details.</p> <p>(2) Advise the <i>Owner</i> if it appears that the <i>Project</i> schedule may vary from that specified in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT or otherwise agreed with the <i>Owner</i>, and make recommendations for corrective action.</p> <p>(3) Make recommendations to the <i>Owner</i> regarding any equipment or materials which should be pre-ordered to meet the <i>Project</i> schedule.</p>	<p><input type="checkbox"/></p>	<p>F3</p>	<p><input type="checkbox"/></p>
<p><b>1.5 Construction Document Phase</b></p> <p><b>.1 Constructability:</b></p> <p>(1) Provide updates as necessary regarding the availability of materials and labour, building systems, and possible economies.</p> <p>(2) Review the <i>Specifications</i> and <i>Drawings</i> and make recommendations to the <i>Owner</i> and the <i>Consultant</i> as to clarity, consistency, constructability, and coordination among the <i>Subcontractors</i>.</p> <p>(3) Assist the <i>Owner</i> and the <i>Consultant</i> in preparing bid documents for <i>Subcontractors</i>.</p> <p>(4) Assist the <i>Owner</i> in determining the contract security requirements of <i>Subcontractors</i>.</p> <p><b>.2 Estimating and Cost Control:</b></p> <p>(1) Update the <i>Class B Construction Cost Estimate</i> at defined intervals of <i>Construction Documents</i> completion.</p> <p>(2) Prepare a <i>Class A Construction Cost Estimate</i> at the end of the Construction Document Phase.</p> <p>(3) Update the cash flow forecasts for the <i>Project</i>.</p> <p>(4) Advise the <i>Owner</i> if it appears that the <i>Construction Cost Estimate</i> may exceed the <i>Project</i> budget, and make recommendations for corrective action.</p> <p><b>.3 Scheduling:</b></p> <p>(1) Review and update the <i>Project</i> schedule with appropriate details.</p> <p>(2) Advise the <i>Owner</i> if it appears that the <i>Project</i> schedule may vary from that specified in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT or otherwise agreed with the <i>Owner</i>, and make recommendations for corrective action, including changes to <i>Project</i> scope, schedule or budget.</p> <p><b>.4 Other Services:</b></p> <p>(1) Make recommendations to the <i>Owner</i> regarding any equipment or materials which should be pre-ordered to meet the <i>Project</i> objective.</p>	<p><input type="checkbox"/></p>	<p>F3</p>	<p><input type="checkbox"/></p>
<p>(1) Update the <i>Class B Construction Cost Estimate</i> at defined intervals of <i>Construction Documents</i> completion.</p> <p>(2) Prepare a <i>Class A Construction Cost Estimate</i> at the end of the Construction Document Phase.</p> <p>(3) Update the cash flow forecasts for the <i>Project</i>.</p> <p>(4) Advise the <i>Owner</i> if it appears that the <i>Construction Cost Estimate</i> may exceed the <i>Project</i> budget, and make recommendations for corrective action.</p>	<p><input type="checkbox"/></p>	<p>F3</p>	<p><input type="checkbox"/></p>
<p>(1) Review and update the <i>Project</i> schedule with appropriate details.</p> <p>(2) Advise the <i>Owner</i> if it appears that the <i>Project</i> schedule may vary from that specified in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT or otherwise agreed with the <i>Owner</i>, and make recommendations for corrective action, including changes to <i>Project</i> scope, schedule or budget.</p>	<p><input type="checkbox"/></p>	<p>F3</p>	<p><input type="checkbox"/></p>
<p>(1) Make recommendations to the <i>Owner</i> regarding any equipment or materials which should be pre-ordered to meet the <i>Project</i> objective.</p>	<p><input type="checkbox"/></p>	<p>F3</p>	<p><input type="checkbox"/></p>
<p><b>1.6 Construction Procurement Phase</b></p> <p><b>.1 Scheduling:</b></p> <p>(1) Review and update the <i>Project</i> schedule with appropriate details.</p> <p><b>.2 Contracting:</b></p> <p>(1) Develop methods of solicitation for <i>Subcontractors</i> and the distribution of addenda.</p> <p>(2) Prepare the prequalification criteria for <i>Subcontractors</i> and <i>Suppliers</i> as required by the <i>Owner</i>.</p> <p>(3) Review for completeness and coordinate all bid documents for the solicitation of competitive bids for the <i>Work</i> to be performed by <i>Subcontractors</i>.</p> <p><b>.3 Other Service:</b></p> <p>(1) Update the cash flow forecasts for the <i>Project</i>.</p>	<p><input type="checkbox"/></p>	<p>F3</p>	<p><input type="checkbox"/></p>
<p>(1) Develop methods of solicitation for <i>Subcontractors</i> and the distribution of addenda.</p> <p>(2) Prepare the prequalification criteria for <i>Subcontractors</i> and <i>Suppliers</i> as required by the <i>Owner</i>.</p> <p>(3) Review for completeness and coordinate all bid documents for the solicitation of competitive bids for the <i>Work</i> to be performed by <i>Subcontractors</i>.</p>	<p><input type="checkbox"/></p>	<p>F3</p>	<p><input type="checkbox"/></p>
<p>(1) Update the cash flow forecasts for the <i>Project</i>.</p>	<p><input type="checkbox"/></p>	<p>F3</p>	<p><input type="checkbox"/></p>

**SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION**

<b>2. CONSTRUCTION</b>  (*Note: F1 Included in the fixed amount as described in paragraph 5.2.1 of Article A-5 – CONSTRUCTION MANAGER’S FEE. F2 Included in the percentage amount as described in paragraph 5.2.2 of Article A-5 – CONSTRUCTION MANAGER’S FEE. F3 Fee to the Construction Manager based on time-based rates as described in paragraph 5.2.3 of Article A-5 – CONSTRUCTION MANAGER’S FEE.)	Performed by the Owner or someone other than the Construction Manager	Performed by the Construction Manager (*F1/F2/F3)	Not Applicable
<b>2.1 General Service</b> .1 Chair and minute regular <i>Project</i> meetings with the <i>Owner</i> and the <i>Consultant</i> .	<input type="checkbox"/>	F3	<input type="checkbox"/>
<b>2.2 Cost Control and Accounting</b> .1 Prepare and update the <i>Construction Cost</i> and cash flow forecasts in accordance with the <i>Project</i> budget as specified in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT or otherwise agreed with the <i>Owner</i> . .2 Develop, implement and maintain a system of <i>Project</i> cost control and accounting. .3 Advise the <i>Owner</i> and the <i>Consultant</i> on the variances between actual cost and <i>Construction Cost Estimate</i> . .4 Provide reasonable assistance and information to permit recovery of all tax rebates where applicable. .5 Provide recommendations to the <i>Owner</i> for necessary changes to maintain the <i>Project</i> budget and <i>Project</i> schedule.	<input type="checkbox"/>          <input type="checkbox"/>          <input type="checkbox"/>          <input type="checkbox"/>          <input type="checkbox"/>	F3          F3          F3          F3	<input type="checkbox"/>          <input type="checkbox"/>          <input type="checkbox"/>          <input type="checkbox"/>          <input type="checkbox"/>
<b>3. POST-CONSTRUCTION</b>			
<b>3.1 General Service</b> .1 Prepare final <i>Construction Cost</i> report.	<input type="checkbox"/>	F3	<input type="checkbox"/>
<b>3.2 Occupancy Review</b> .1 Assist the <i>Owner</i> in conducting post-construction occupancy review.	<input type="checkbox"/>	F3	<input type="checkbox"/>

**SCHEDULE A2 – REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE A1**

Unless otherwise agreed to by the parties or as indicated in the following table, all expense items relating to *Services* are included in the *Construction Manager’s Fee* for the *Services* as described in paragraph 5.2 of Article of the Agreement A-5 – CONSTRUCTION MANAGER’S FEE.

	Costs Included in the Construction Manager’s Fee (A-5.2)	Reimbursable Expenses (A-6)
1. Travel and subsistence expenses of the <i>Construction Manager’s</i> personnel outside a radius of 50km from the <i>Place of the Work</i> .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Charges for long distance telephone and facsimile communications, courier services, reproduction of <i>Contract Documents</i> incurred in relation to the performance of this <i>Contract</i> .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. The cost of <i>Project</i> specific information technology support in accordance with the method determined by the parties.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Deposits lost provided that they are not caused by negligent acts or omissions of the <i>Construction Manager</i> and the <i>Services</i> are performed in accordance with this <i>Contract</i> .		<input checked="" type="checkbox"/>
5. The costs to the <i>Construction Manager</i> that result from any <i>Subcontractor’s</i> insolvency or failure to perform.		<input checked="" type="checkbox"/>
6. Charges levied by authorities having jurisdiction at the <i>Place of the Work</i> .		<input checked="" type="checkbox"/>
7. Royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefore.		<input checked="" type="checkbox"/>
8. Any adjustment in taxes and duties directly related to the <i>Project</i> for which the <i>Construction Manager</i> is liable.		<input checked="" type="checkbox"/>
9. Losses and expenses sustained by the <i>Construction Manager</i> for matters which are the subject of the insurance coverages obtained pursuant to GC 11.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts, within the deductible amounts or are not insurable.		<input checked="" type="checkbox"/>
10. The costs incurred due to emergencies affecting the safety of persons or property.		<input checked="" type="checkbox"/>
11. Legal costs, incurred by the <i>Construction Manager</i> in relation to the performance of the <i>Services</i> provided that they are not caused by negligent acts or omissions of the <i>Construction Manager</i> and the <i>Services</i> are performed in accordance with this <i>Contract</i> .		<input checked="" type="checkbox"/>
12. Such other costs directly incurred by the <i>Construction Manager</i> in the performance of this <i>Contract</i> as follows:  <div style="border: 1px solid black; height: 150px; width: 100%;"></div>		<input checked="" type="checkbox"/>





## DEFINITIONS

The following Definitions apply to this *Contract Documents*. References in the definition to the singular shall be considered to include the plural as the context requires.

### **Class A Construction Cost Estimate**

The *Class A Construction Cost Estimate* is an estimate of the *Construction Cost* based on the completed *Contract Documents*. *Class A Construction Cost Estimate* is the final estimate before the bid or proposal call. *Class A Construction Cost Estimate* shall be presented in elemental format and include labour and material costs, allowance for all costs resulting from the *Project* schedule, all actual associated costs, including cash allowances, contingencies, allowances for design, escalation, market conditions and anticipated amendment amounts as applicable.

### **Class B Construction Cost Estimate**

The *Class B Construction Cost Estimate* is an estimate of the *Construction Cost* with a level of precision that is based on the degree of completion of the *Contract Documents* at the time of preparation of the estimate. The *Class B Construction Cost Estimate* is typically prepared when all site or installation investigations are completed and the design of the major systems and sub-systems of the *Project* (including outline specifications and preliminary drawings and models) are well underway. *Class B Construction Cost Estimate* shall be presented in elemental format and include labour and material costs, allowance for all costs resulting from the *Project* schedule, all actual associated costs, including cash allowances, contingencies, allowances for design, escalation, market conditions and anticipated amendment amounts as applicable.

### **Class C Construction Cost Estimate**

The *Class C Construction Cost Estimate* is an estimate of the *Construction Cost* based on updated *Owner* requirements, general description of the *Project*, preliminary site information and existing conditions, and takes into consideration market conditions as well as basic implementation logistics. *Class C Construction Cost Estimate* shall include labour and material costs and the *Owner's* construction contingencies and allowances.

### **Class D Construction Cost Estimate**

The *Class D Construction Cost Estimate* is an estimate of the *Construction Cost* based on the *Owner's* functional requirements to the degree known at the time. The *Class D Construction Cost Estimate* shall as a minimum be based on historical cost data for similar projects, suitably adjusted for such factors as inflation, location, risk, quality, size, and time. All related factors affecting cost are considered to the extent possible. The *Class D Construction Cost Estimate* provides the *Owner* an indication of the order of magnitude of the *Construction Cost* for a project completed within the estimated completion date, and shall include labour and material costs and the *Owner's* construction contingencies and allowances.

### **Change Directive**

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Construction Manager* to proceed with a change in the *Work* within the general scope of this *Contract* prior to the *Owner* and the *Construction Manager* agreeing upon an adjustment in any or all of the *Construction Manager's Fee*, the *Guaranteed Maximum Price* and the *Contract Time*.

### **Change Order**

A *Change Order* is a written amendment to this *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Construction Manager* stating their agreement upon:

- a change in the *Services*;
- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Construction Manager's Fee*, if any;
- the method of adjustment or the amount of the adjustment in the *Guaranteed Maximum Price*, if any;
- the extent of the adjustment in the *Contract Time*, if any; and
- the options described in Article A-8 of the Agreement – OPTIONS.

### **Construction Cost**

*Construction Cost* means the actual cost of all elements of the *Project* including all applicable taxes but excluding the applicable value added taxes, whether recoverable or not. *Construction Cost* does not include the *Construction Manager's Fee*, the reimbursable expenses for the *Services* as described in Article A-6 of the Agreement – REIMBURSABLE EXPENSES FOR THE SERVICES and the compensation of the *Consultant*.

### **Construction Cost Estimate**

*Construction Cost Estimate* is either a *Class A Construction Cost Estimate*, a *Class B Construction Cost Estimate*, a *Class C Construction Cost Estimate*, or a *Class D Construction Cost Estimate*, as the context shall require and is prepared with a level of precision commensurate with the level of detail of information available at the time.

**Construction Documents**

The *Construction Documents* consist of the *Specifications* and *Drawings* that are consistent with the *Contract Documents* and are prepared by the *Consultant* and accepted by the *Owner* after execution of the Agreement for the performance of the *Project*.

**Construction Equipment**

*Construction Equipment* means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

**Construction Manager**

The *Construction Manager* is the person or entity identified as such in the Agreement.

**Construction Manager's Fee**

The *Construction Manager's Fee* is the *Construction Manager's* fee for performing the *Services* and the *Work* and the amount is as stipulated in Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE.

**Consultant**

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*.

**Contract**

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

**Contract Documents**

The *Contract Documents* consist of those documents listed in Article A-4 of the Agreement – CONTRACT DOCUMENTS and amendments agreed upon between the parties.

**Contract Time**

The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement – THE SERVICES AND THE WORK.

**Cost of the Work**

The *Cost of the Work* is the amount stipulated in Article A-7 of the Agreement – COST OF THE WORK which excludes *Value Added Taxes*.

**Drawings**

The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

**Guaranteed Maximum Price**

The *Guaranteed Maximum Price* is the amount, if any, stipulated in paragraphs 8.2 or 8.3 of Article A-8 of the Agreement – OPTIONS which excludes *Value Added Taxes*. In the event that no amount is stipulated in paragraphs 8.2 or 8.3 of Article A-8 of the Agreement – OPTIONS, the provisions pertinent to the *Guaranteed Maximum Price*, wherever they appear in this *Contract*, shall be individually inoperative and considered as deleted from this agreement.

**Notice in Writing**

A *Notice in Writing*, where identified in this *Contract*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-10 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

**Owner**

The *Owner* is the person or entity identified as such in the Agreement.

**Place of the Work**

The *Place of the Work* is the designated site or location of the *Work* identified in the Agreement.

**Price of the Services**

The *Price of the Services*, which excludes *Value Added Taxes*, is the sum of the *Construction Manager's Fee* for the *Services* as stipulated in paragraph 5.2 of Article A-5 – CONSTRUCTION MANAGER'S FEE and the reimbursable expenses for the *Services* as stipulated in paragraph 6.1 of Article A-6 of the Agreement – REIMBURSABLE EXPENSES FOR THE SERVICES.

**Price of the Work**

The *Price of the Work*, which excludes *Value Added Taxes*, is the sum of the *Construction Manager's Fee* for the *Work* as stipulated in paragraph 5.3 of Article A-5 – CONSTRUCTION MANAGER'S FEE and the *Cost of the Work*.

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CCDC 5B – 2010

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**Product**

*Product* means material, machinery, equipment, and fixtures incorporated into the *Work*, but does not include *Construction Equipment*.

**Project**

The *Project* means the total construction as described in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT contemplated by the *Owner* of which the *Work* may be the whole or a part.

**Services**

The *Services* means all services described in Schedule A1 to the Agreement – SERVICES AND COMPENSATION to be performed by the *Construction Manager* under this *Contract*.

**Shop Drawings**

*Shop Drawings* are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Construction Manager* provides to illustrate details of portions of the *Work*.

**Specifications**

The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.

**Subcontractor**

A *Subcontractor* is a person or entity having a direct contract with the *Construction Manager* to perform a part or parts of the *Work* at the *Place of the Work*.

**Substantial Performance of the Work**

*Substantial Performance of the Work* is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.

**Supplemental Instruction**

A *Supplemental Instruction* is an instruction, not involving adjustment in the *Price of the Work* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents*, as required for the performance of the *Work*.

**Supplier**

A *Supplier* is a person or entity having a direct contract with the *Construction Manager* to supply *Products*.

**Temporary Work**

*Temporary Work* means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.

**Value Added Taxes**

*Value Added Taxes* means such sums as shall be levied upon the *Owner's* payment to the *Construction Manager* by the Federal or any Provincial or Territorial government and is computed as a percentage of such payment and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any other similar tax, the collection and payment of which have been imposed on the *Construction Manager* by the tax legislation.

**Work**

The *Work* means the total construction and related services to be performed by the *Construction Manager* as required by the *Contract Documents* but does not include *Services*.

**Working Day**

*Working Day* means a day other than a Saturday, Sunday, statutory holiday or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.



## GENERAL CONDITIONS

### PART 1 GENERAL PROVISIONS

#### GC 1.1 CONTRACT DOCUMENTS

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Construction Manager* in accordance with these documents. It is not intended, however, that the *Construction Manager* shall supply products or perform services or work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
- .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any of the *Work*.
  - .2 the *Consultant* and the *Construction Manager*, a *Subcontractor*, a *Supplier*, or their agent, employee or other person performing any of the *Work*.
- 1.1.3 The components of the *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.5 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Construction Manager* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.6 If there is a conflict within the *Contract Documents*:
- .1 the order of priority of documents, from highest to lowest, shall be:
    - the Agreement between the *Owner* and the *Construction Manager* (including the Schedules to the Agreement),
    - the Definitions,
    - Supplementary Conditions, if any
    - the General Conditions,
    - the *Construction Documents*
      - Division 1 of the *Specifications*,
      - technical *Specifications*,
      - material and finishing schedules,
      - the *Drawings*.
  - .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
  - .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
  - .4 later dated documents shall govern over earlier documents of the same type.
  - .5 noted materials and annotations shall govern over graphic indications.
- 1.1.7 The *Owner* shall provide the *Construction Manager*, without charge, sufficient copies of the *Construction Documents* to perform the *Work*.
- 1.1.8 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to this *Contract*. All *Specifications*, *Drawings*, and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.9 Models furnished by the *Construction Manager* at the *Owner's* expense are the property of the *Owner*.

#### GC 1.2 LAW OF THE CONTRACT

- 1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

#### GC 1.3 RIGHTS AND REMEDIES

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

- 1.3.2 No action or failure to act by the *Owner*, *Consultant* or *Construction Manager* shall constitute a waiver of any right or duty afforded either of the parties to this *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### GC 1.4 ASSIGNMENT

- 1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the prior written consent of the other, which consent shall not be unreasonably withheld.

#### GC 1.5 PERFORMANCE OF THE SERVICES

- 1.5.1 Architectural or engineering aspects of the *Project* shall not be the responsibility of the *Construction Manager*. In providing *Services*, the *Construction Manager* assumes no responsibility for the performance of the *Consultant* nor offers any professional design advice.
- 1.5.2 Notwithstanding any other provisions of this *Contract*, the *Construction Manager* shall be deemed not to assume any duties nor responsibilities as agent of the *Owner*.

#### GC 1.6 PROJECT REPRESENTATIVES

- 1.6.1 The *Owner*, *Construction Manager* and *Consultant* may appoint one or more project representatives to assist in carrying out their responsibilities under this *Contract*. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing.

### PART 2 ADMINISTRATION OF THE CONTRACT

#### GC 2.1 OWNER'S RESPONSIBILITIES

##### 2.1.1 The *Owner* shall:

- .1 provide full and timely information and approvals regarding the requirements of the *Project* for the orderly progress of the *Services* and the *Work*;
- .2 review documents submitted by the *Construction Manager* and give the *Construction Manager* timely decisions for the orderly progress of the *Services* and the *Work*;
- .3 furnish promptly to the *Construction Manager* all information that is available or requested by the *Construction Manager* regarding the *Place of the Work* including surveys as to the physical characteristics of the site, soils reports, subsurface investigations, legal limitations, utility locations, and legal description. Subject to paragraph 9.1.2 of GC 9.1 – PROTECTION OF WORK AND PROPERTY, the *Construction Manager* shall be entitled to rely on such information;
- .4 designate in writing a representative who shall be fully acquainted with the *Work*; and shall have the authority to act on the *Owner's* behalf in relation to all duties and responsibilities of the *Owner* under this *Contract*;
- .5 retain the *Consultant* who shall be responsible for the design and design related services required for the *Work*;
- .6 inform the *Construction Manager* of the scope and terms of the *Consultant's* services;
- .7 inform the *Consultant* of the scope and terms of the *Services* and the *Work*;
- .8 immediately notify the *Construction Manager* if the *Owner* observes or otherwise becomes aware of any fault or defect in the *Project* or any non-conformity with the requirements of the *Contract*; and
- .9 coordinate and facilitate the *Services* of the *Construction Manager* and the *Consultant's* services.

#### GC 2.2 AUTHORITY OF THE CONSULTANT

- 2.2.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.2.2.
- 2.2.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* may be modified or extended only with the written consent of the *Construction Manager* following consultation with the *Consultant*.
- 2.2.3 If the *Consultant's* employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Construction Manager* makes no reasonable objection and whose duties, responsibilities and limitations of authority under the *Contract Documents* will be that of the former *Consultant*.

### GC 2.3 CONSULTANT'S RESPONSIBILITIES

- 2.3.1 The *Consultant* will provide administration of the *Work* as described in the *Contract Documents*.
- 2.3.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the *Work* and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.3.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Construction Manager*.
- 2.3.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Construction Manager's* applications for payment for the *Work* performed as provided in paragraph 5.4.7.1 of GC 5.4 – PROGRESS PAYMENT FOR THE WORK.
- 2.3.5 Based on the *Consultant's* observations and evaluation of the *Construction Manager's* applications for payment for the *Work* performed, the *Consultant* will determine the amounts owing to the *Construction Manager* for the *Price of the Work* and will issue certificates for payment as provided in Article A-9 of the Agreement – PAYMENT, GC 5.4 – PROGRESS PAYMENT FOR THE WORK and GC 5.8 – FINAL PAYMENT FOR THE WORK.
- 2.3.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Construction Manager's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Construction Manager, Subcontractors, Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.
- 2.3.7 Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Work*.
- 2.3.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents*, except with respect to the scope, fee and reimbursable expenses of the *Services*, shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.3.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents* as they relate to the *Work*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Construction Manager*.
- 2.3.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.3.11 With respect to claims for a change in *Price of the Work*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONSTRUCTION MANAGER'S FEE FOR THE SERVICES, THE PRICE OF THE WORK OR THE GUARANTEED MAXIMUM PRICE.
- 2.3.12 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Construction Manager, Subcontractor, Suppliers*, or their agents, employees, or other persons performing any of the *Work*.
- 2.3.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Construction Manager* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Construction Manager*.
- 2.3.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Construction Manager's* submittals which are provided in accordance with the *Construction Documents*.
- 2.3.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 2.3.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.5 – SUBSTANTIAL PERFORMANCE OF THE WORK.

- 2.3.17 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.3.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Construction Manager* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

#### **GC 2.4 REVIEW AND INSPECTION OF THE WORK**

- 2.4.1 The *Construction Manager* shall provide the *Owner* and the *Consultant* access to the *Work* at all times. The *Construction Manager* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.4.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Construction Manager* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Construction Manager* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 2.4.3 The *Construction Manager* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.4.4 If the *Construction Manager* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Construction Manager* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Construction Manager's* expense.
- 2.4.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Construction Manager* shall correct the work and pay the cost of examination and correction at the *Construction Manager's* expense. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.

#### **GC 2.5 DEFECTIVE WORK**

- 2.5.1 The *Construction Manager* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Construction Manager*. Subject to paragraph 7.1.9 of Article A-7 of the Agreement – COST OF THE WORK, the correction of defective work shall be at the *Construction Manager's* expense.
- 2.5.2 The *Construction Manager* shall promptly make good other contractors' work destroyed or damaged by such removals or replacements. Subject to paragraph 7.1.9 of Article A-7 of the Agreement – COST OF THE WORK, the correction of destroyed or damaged work shall be at the *Construction Manager's* expense.
- 2.5.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Construction Manager* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Construction Manager* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a finding.

### **PART 3 PERFORMANCE OF THE SERVICES AND EXECUTION OF THE WORK**

#### **GC 3.1 CONTROL OF THE WORK**

- 3.1.1 The *Construction Manager* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2 The *Construction Manager* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.



### GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- 3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform work with own forces.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
- .1 provide for the co-ordination of the activities and work of other contractors and *Owner's* own forces with the *Work*;
  - .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
  - .3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;
  - .4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 – INSURANCE and co-ordinate such insurance with the insurance coverage of the *Construction Manager* as it affects the *Work*; and
  - .5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner's* own forces.
- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Construction Manager* shall:
- .1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;
  - .2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and
  - .3 promptly report to the *Consultant* in writing any apparent deficiencies in the work of other contractors or of the *Owner's* own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.
- 3.2.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner's* own forces, the *Construction Manager* shall co-ordinate and schedule the *Work* with the work of other contractors and the *Owner's* own forces as specified in the *Contract Documents*.
- 3.2.5 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 3.2.6 Disputes and other matters in question between the *Construction Manager* and other contractors shall be dealt with as provided in Part 8 of the General Conditions – DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Construction Manager* shall be deemed to have consented to arbitration of any dispute with any contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

### GC 3.3 TEMPORARY WORK

- 3.3.1 The *Construction Manager* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.
- 3.3.2 The *Construction Manager* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.
- 3.3.3 Notwithstanding the provisions of GC 3.1 – CONTROL OF THE WORK, paragraph 3.3.1 and paragraph 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Construction Manager* shall not be held responsible for that part of the design or the specified method of construction. The *Construction Manager* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

### GC 3.4 REVIEW OF DRAWINGS, SPECIFICATIONS AND MATERIAL AND FINISH SCHEDULES

- 3.4.1 The *Construction Manager* shall review the *Drawings, Specifications* and material and finish schedules and shall report promptly to the *Consultant* any error, inconsistency or omission the *Construction Manager* may discover. If the *Construction Manager* does discover any error, inconsistency or omission in the *Drawings, Specifications* and material and finish schedules, the *Construction Manager* shall not proceed with the work affected until the *Construction Manager* has received corrected or missing information from the *Consultant*.
- 3.4.2 The review of *Drawings, Specifications* and material and finish schedules under paragraph 3.4.1 shall be to the best of the *Construction Manager's* knowledge, information and belief. In making such review the *Construction Manager* assumes no responsibility for the accuracy of the review. The *Construction Manager* shall not be liable for any damage or costs resulting from errors, inconsistencies or omissions, which the *Construction Manager* did not discover.

### GC 3.5 CONSTRUCTION SCHEDULE

- 3.5.1 The *Construction Manager* shall:
- .1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate that the *Work* will be performed in conformity with the *Contract Time*;
  - .2 monitor the progress of the *Work* relative to the construction schedule and update the construction schedule on a monthly basis or as stipulated by the *Contract Documents*; and
  - .3 advise the *Consultant* of any revisions required to the construction schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions – CHANGES.

### GC 3.6 SUPERVISION

- 3.6.1 The *Construction Manager* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The *Construction Manager* may appoint a new representative for a valid reason and to whom the *Owner* makes no reasonable objection.
- 3.6.2 The appointed representative shall represent the *Construction Manager* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Construction Manager's* appointed representative shall be deemed to have been received by the *Construction Manager*, except with respect to Article A-10 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

### GC 3.7 SUBCONTRACTORS AND SUPPLIERS

- 3.7.1 The *Construction Manager* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:
- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
  - .2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
  - .3 subject to paragraph 7.1.9 of Article A-7 of the Agreement – COST OF THE WORK, be as fully responsible to the *Owner* for acts and omissions of *Subcontractors, Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Construction Manager*.
- 3.7.2 The *Construction Manager* shall, before entering into contracts or written agreements with *Subcontractors* and *Suppliers*, submit to the *Owner* all bids received for the various parts of the *Work* to be subcontracted and obtain the *Owner's* acceptance of the *Subcontractors* and *Suppliers* selected.
- 3.7.3 The *Construction Manager* shall cause to be obtained contract security from *Subcontractors* to the extent and for the amounts approved by the *Owner*.
- 3.7.4 The *Construction Manager* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Construction Manager* may reasonably object.
- 3.7.5 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

### GC 3.8 LABOUR AND PRODUCTS

- 3.8.1 The *Construction Manager* shall maintain good order and discipline among the *Construction Manager's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.
- 3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.

### GC 3.9 DOCUMENTS AT THE SITE

- 3.9.1 The *Construction Manager* shall keep one copy of current *Construction Documents*, submittals, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*.

### GC 3.10 SHOP DRAWINGS

- 3.10.1 The *Construction Manager* shall provide *Shop Drawings* as required in the *Construction Documents*.
- 3.10.2 The *Construction Manager* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.
- 3.10.3 Upon request of the *Construction Manager* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.
- 3.10.4 The *Construction Manager* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.
- 3.10.5 *Shop Drawings* provided by the *Construction Manager* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Construction Manager* has reviewed each one of them.
- 3.10.6 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Construction Manager* for approval.
- 3.10.8 The *Construction Manager* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Construction Manager* represents by this review that:
- .1 the *Construction Manager* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
  - .2 the *Construction Manager* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Construction Documents*.
- 3.10.9 At the time of providing *Shop Drawings*, the *Construction Manager* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Construction Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.10.10 The *Consultant's* review shall not relieve the *Construction Manager* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Construction Documents*.
- 3.10.11 The *Construction Manager* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Construction Documents*, unless otherwise directed by the *Consultant*. The *Construction Manager* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.
- 3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

### GC 3.11 USE OF THE WORK

- 3.11.1 The *Construction Manager* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.
- 3.11.2 The *Construction Manager* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

### GC 3.12 CUTTING AND REMEDIAL WORK

- 3.12.1 The *Construction Manager* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.
- 3.12.2 The *Construction Manager* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.
- 3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for poorly timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 3.12.4 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

### GC 3.13 CLEANUP

- 3.13.1 The *Construction Manager* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.
- 3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.5 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Construction Manager* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Construction Manager* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.
- 3.13.3 Prior to application for the final payment, the *Construction Manager* shall remove any remaining products, tools, *Construction Equipment*, and *Temporary Work*, and waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees.

## PART 4 ALLOWANCE

### GC 4.1 CASH ALLOWANCES

- 4.1.1 Cash allowances may be stated in this *Contract* if the *Guaranteed Maximum Price* is stipulated in paragraphs 8.2 or 8.3 of Article A-8 of the Agreement – OPTIONS.
- 4.1.2 The *Price of the Work* includes the cash allowances, if any, stated in this *Contract*. The scope of work or costs included in such cash allowances shall be as described in this *Contract*.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where costs under any cash allowance exceed the amount of the allowance specified in this *Contract*, the *Construction Manager’s Fee* for the *Work* and the *Guaranteed Maximum Price* shall be adjusted by *Change Order* to compensate the *Construction Manager* for any excess incurred and substantiated. Where costs under any cash allowance are less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Construction Manager’s* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
- 4.1.5 The *Construction Manager’s* overhead and profit in connection with such cash allowances is eligible to be included in progress payments on account of the *Construction Manager’s Fee* for the *Work*.
- 4.1.6 The value of the *Work* performed under a cash allowance is eligible to be included in progress payments on account of the *Cost of the Work*.
- 4.1.7 The *Construction Manager* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and the *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.



## **PART 5 PAYMENT**

### **GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER**

- 5.1.1 The *Owner* shall, at the request of the *Construction Manager*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Construction Manager* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall give the *Construction Manager Notice in Writing* of any material change in the *Owner's* financial arrangements to fulfill the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

### **GC 5.2 ACCOUNTING AND AUDIT**

- 5.2.1 The *Construction Manager* shall keep full and detailed accounts and records necessary for the documentation of the *Cost of the Work*.
- 5.2.2 For 60 calendar days after the application for final payment or for such other period specified in the *Contract*, the *Owner* shall be afforded reasonable access to all of the *Construction Manager's* books, records, correspondence, instructions, drawings, receipt vouchers, *Subcontractor* and *Supplier* invoices, and memoranda relating to the *Cost of the Work*, and for this purpose the *Construction Manager* shall preserve all such records.

### **GC 5.3 PROGRESS PAYMENT FOR THE SERVICES**

- 5.3.1 The *Owner* shall make payment for the *Construction Manager's Fee* for the *Services* as described in paragraph of 5.2 of Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE and on account of the reimbursable expenses for the *Services* as described in Article A-6 of the Agreement – REIMBURSABLE EXPENSES FOR THE SERVICES no later than 20 calendar days after receipt of an application for payment for the *Services* submitted by the *Construction Manager*.
- 5.3.2 The application for payment for the reimbursable expenses for the *Services* shall include items of cost as defined in Schedule A2 to the Agreement – REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE A1 and other support documents required by the *Owner* in accordance with the *Contract Documents*.

### **GC 5.4 PROGRESS PAYMENT FOR THE WORK**

- 5.4.1 Applications for payment on account as provided in Article A-9 of the Agreement – PAYMENT may be made monthly as the *Work* progresses.
- 5.4.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.4.3 The amount applied for shall be the cost of the *Work* performed and *Products* delivered to the *Place of the Work* or other locations designated by the *Owner* in accordance with the provisions of Article A-7 of the Agreement – COST OF THE WORK, as of the last day of the month or an alternative day of the month agreed in writing by the parties plus the *Construction Manager's Fee* for the *Work* earned in accordance with the provisions of Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE.
- 5.4.4 The application for payment for the *Work* shall include items of cost as defined in Article A-7 of the Agreement – COST OF THE WORK and other support documents required by the *Owner* as in accordance with the *Contract Documents*.
- 5.4.5 When submitting the second and succeeding applications for payment, the *Construction Manager* shall furnish receipted vouchers or other satisfactory evidence of payment for all items included in the preceding applications. If the *Owner* has reasonable grounds for believing that any amount included in preceding applications has not been paid the *Owner* may withhold payment in respect of such amount from the current application until satisfactory evidence of payment is given by the *Construction Manager*.
- 5.4.6 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

- 5.4.7 After receipt by the *Consultant* of an application for payment for the *Work* submitted by the *Construction Manager* in accordance with paragraphs 5.4.1 to 5.4.6:
- .1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Construction Manager's* application for payment;
  - .2 the *Consultant* will issue to the *Owner* and copy to the *Construction Manager*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Construction Manager* in writing giving reasons for the amendment; and
  - .3 the *Owner* shall make payment to the *Construction Manager* on account as provided in Article A-9 of the Agreement – PAYMENT on or before 20 calendar days after the later of:
    - receipt by the *Consultant* of the application for payment, or
    - the last day of the monthly payment period for which the application for payment is made.

#### **GC 5.5 SUBSTANTIAL PERFORMANCE OF THE WORK**

- 5.5.1 When the *Construction Manager* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Construction Manager* shall, within 1 *Working Day*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Construction Manager* to complete the *Contract*.
- 5.5.2 The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Construction Manager's* list and application:
- .1 advise the *Construction Manager* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
  - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Construction Manager*.
- 5.5.3 Immediately following the issuance of the certificate of *Substantial Performance of the Work* or a designated portion of the *Work*, the *Construction Manager*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

#### **GC 5.6 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK**

- 5.6.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Construction Manager* shall:
- .1 submit an application for payment of the holdback amount,
  - .2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Construction Manager* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.6.2 After the receipt of an application for payment from the *Construction Manager* and the statement as provided in paragraph 5.6.1, the *Consultant* will issue a certificate for payment of the holdback amount.
- 5.6.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Construction Manager*.
- 5.6.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Construction Manager* which are enforceable against the *Owner*.
- 5.6.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Construction Manager* which are enforceable against the *Owner*.

## **GC 5.7 PROGRESSIVE RELEASE OF HOLDBACK FOR THE WORK**

- 5.7.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Construction Manager*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Construction Manager* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Construction Manager* which are enforceable against the *Owner*.
- 5.7.2 In the Province of Quebec, where, upon application by the *Construction Manager*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Construction Manager* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Construction Manager* which are enforceable against the *Owner*.
- 5.7.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Construction Manager* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

## **GC 5.8 FINAL PAYMENT FOR THE WORK**

- 5.8.1 When the *Construction Manager* considers that the *Work* is completed, the *Construction Manager* shall submit an application for final payment.
- 5.8.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Construction Manager* for final payment, review the *Work* to verify the validity of the application and advise the *Construction Manager* in writing that the application is valid or give reasons why it is not valid.
- 5.8.3 When the *Consultant* finds the *Construction Manager's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.
- 5.8.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS' COMPENSATION and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Construction Manager* as provided in Article A-9 of the Agreement – PAYMENT.

## **GC 5.9 WITHHOLDING OF PAYMENT FOR THE WORK**

- 5.9.1 If because of climatic or other conditions reasonably beyond the control of the *Construction Manager*, there are items of work that cannot be performed, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such remaining work.

## **GC 5.10 NON-CONFORMING WORK**

- 5.10.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

## **PART 6 CHANGES**

### **GC 6.1 OWNER'S RIGHT TO MAKE CHANGES**

- 6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions, or other revisions to the *Work* by *Change Order* or *Change Directive*, and
  - .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.

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