
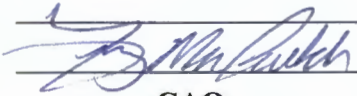


**AGENDA**  
**COUNCIL COMMITTEE MEETING**  
**MUNICIPAL DISTRICT OF PINCHER CREEK**  
**March 12, 2019**  
**9:00 am**

1. Approval of Agenda
2. Closed Meeting Session
  - Public Works Call Log – FOIP Section 17
  - Beaver Mines Waste Water Treatment – FOIP Section 16
3. MSI Memorandum of Agreement
  - Recommendation to Council from Chief Administrative Officer, dated March 4, 2019
4. Grant Application for Fire Services Training Program
  - Recommendation to Council from Chief Administrative Officer, dated March 4, 2019
5. Round Table Discussions
6. Adjournment

## Recommendation to Council

<b>TITLE: MSI Memorandum of Agreement</b>			
<b>PREPARED BY: CAO</b>		<b>DATE: 04 Mar 19</b>	
<b>DEPARTMENT: Admin</b>			
			<b>ATTACHMENTS:</b>
<b>Department Supervisor</b>	<b>Date</b>	<ol style="list-style-type: none"> <li>1. Original MOA dated 2007</li> <li>2. Amended MOA dated Feb 2019</li> <li>3. Alberta Mun. Affairs letter to Reeve Hammond, dated Feb 19, 2019</li> </ol>	
<b>APPROVALS:</b>			
			06 Mar 19
<b>Department Director</b>	<b>Date</b>	<b>CAO</b>	<b>Date</b>

**RECOMMENDATION:**  
**For Council to Approve the signing of the amended Municipal Sustainability Initiative MOA**

**BACKGROUND:**  
 The Province is issuing a new Agreement with amendments to the MSI Memorandum of Agreement. The main changes are the extension to 14 years from the original, taking us to 2021-22 and also the amendment to section 7 (vi). This issue is of importance to both Admin and Council because the new amendments allow previously awarded MSI amounts for Operations, to be clawed back if not used within the prescribed timeline if no extension has been granted. MD staff will be able to approach and apply to the Minister for these extensions, as we currently do for MSI Capital Funds.

Admin see the advantages to this as being able to hold funds if we go over the one year timeline that is normally tied to these funds. If we see we can not use all the funding in a calendar year, we have the ability to apply to the Minister and hold these funds for future use on projects accepted by the Minister during the subsequent year.

**FINANCIAL IMPLICATIONS:**  
 Funding under MSI *can not* be continued until the Amended MSI MOA is signed and returned to the Province. Current MSI Funds for Capital projects is \$525,000.00 for Beaver Mines Fire Hall and \$4,978,000.00 for Beaver Mines Water and Wastewater.

Nov 5, 2007

07-014

138

2350

## Municipal Sustainability Initiative

### MEMORANDUM OF AGREEMENT

BETWEEN:

**HER MAJESTY THE QUEEN**, in right of the  
Province of Alberta, as represented by the  
Minister of Municipal Affairs and Housing

(hereinafter called "the Minister")

- and -

**the Municipal District of Pincher Creek No.  
9**, in the Province of Alberta

(hereinafter called "the Municipality")

**WHEREAS** the Municipal Sustainability Initiative represents the Province of Alberta's commitment to provide municipalities with sustainable funding to assist them in meeting the challenges of growth and enhancing their long-term sustainability; and

**WHEREAS** the Municipal Sustainability Initiative will provide municipalities with sustainable revenues through a nine-year funding commitment; and

**AND WHEREAS** under the Government Organization Act, RSA 2000 and the Municipal Affairs and Housing Grants Regulation (AR 123/2000), the Minister is authorized to make grants and to enter into an agreement with respect to any matters relating to the payment of a grant; and

**WHEREAS** the guiding principle of the Municipal Sustainability Initiative is that the Province of Alberta and municipalities work together in partnership to manage growth pressures and support infrastructure needs; and

**WHEREAS** these funds are to be used by the Municipality for eligible expenditures incurred on projects accepted by the Minister.

**NOW THEREFORE** in consideration of the mutual terms and conditions hereinafter specified, **THE PARTIES AGREE AS FOLLOWS:**

1. The preamble is incorporated as an integral part of this Agreement.

2. In this Agreement, unless the context requires otherwise "Program Guidelines" means the guidelines for actions, events, criteria, report formats, and other directions applicable to this program as may be prescribed or determined by the Minister and as may be amended from time to time by the Minister.
3. The Minister and the Municipality shall execute this Agreement and the Municipality shall return an executed Agreement to the Minister prior to the Minister transferring any funds to the Municipality under this Agreement.
4. The Minister agrees to provide funds to the Municipality over the nine-year term of this Agreement in incremental payments, in accordance with Schedule 1, subject to the following:
  - (i) Subject always to approved funding allocation by the Legislature, the Minister shall maintain the funding approved herein. If provincial revenues decrease below 2010 – 2011 levels the Minister, in his sole discretion, may decrease the grant funding in proportion to the decrease in provincial revenues.
  - (ii) Sufficient accepted eligible Municipal Sustainability Initiative projects as defined in the Program Guidelines.
  - (iii) Completion of reporting requirements as outlined in the Program Guidelines.
  - (iv) Compliance with all other terms of the Agreement.
5. MSI funding will be allocated among municipalities on the following basis:
  - (i) an annual base allocation;
  - (ii) a Sustainable Investment funding component for qualifying municipalities (those with property assessment bases below a certain per capita or per road kilometer threshold) and;
  - (iii) a funding allocation component, incorporating population, education tax requisitions, and kilometers of local road. These factors are weighted as follows: 48% on population, 48% on education tax requisitions and 4% on kilometers of roads.

Cooperation with neighboring municipalities is encouraged, but not required.

6. The Municipality agrees to provide to the Minister:
  - (i) A project profile for each project to be initiated under this program;
  - (ii) An annual list of projects that the Municipality wishes to undertake that year (an Application for Program Acceptance);
  - (iii) A Multi-Year Capital Plan including all grant supported municipal projects;

- (iv) An annual summary of the actual grant expenditures on each project undertaken in that year and the year-end grant balance on hand (Statement of Funding and Expenditures), including certification by the Municipality that it is in compliance with the terms and conditions of this Agreement;
- (v) An application to utilize a designated portion of the Municipality's Municipal Sustainability Initiative grant allocation for operating funding to be used on planning activities, administration, recreation and other services, and assistance to non-profit organizations;

all in a format as prescribed in the Program Guidelines for this grant program.

7. The Municipality agrees to accept the funds provided by the Minister in accordance with the following additional terms and conditions:

- (i) the Municipality shall maintain a separate accounting for the funds provided;
- (ii) the Municipality may invest the funds provided, or unutilized portions thereof, in accordance with the terms of Section 250 of the *Municipal Government Act*;
- (iii) the Municipality shall determine and report the "actual income earned" on the unexpended funds invested and all such income including other credit adjustments as outlined in the Program Guidelines;
- (iv) the Municipality shall ensure that expenditures accounted for against the principal amount of the funds provided, income earned, and other credits are applied only to projects accepted by the Minister;
- (v) all capital funds provided and income earned, not expended prior to December 31 in the year that funding is received, may be retained by the Municipality and expended in accordance with the Municipality's Application for Program Acceptance under this Agreement during the subsequent five years. Thereafter, all unexpended funds shall be returned to the Minister;
- (vi) all operating funds provided and income earned on these funds, must be expended prior to December 31 in the year that funding is received. All unexpended funds shall be returned to the Minister;
- (vii) all projects under this Agreement shall be carried out in accordance with the rules, regulations and laws governing such works and in accordance with the best general practices then current at the time of the construction of the project;
- (viii) on any project accepted for cost-sharing under another provincial government program where that project may also be eligible for funding under this Agreement, funding under this Agreement may be used to supplement the funding under the other program and it may be used to

- replace any municipal contribution required under the other program unless the other program specifically excludes such practices;
- (ix) the funding provided for multi-year projects accepted under this Agreement shall continue until either the projects are completed or the limit of the funding available under this Agreement is reached, whatever comes first.
  - (x) this Agreement does not replace, supersede, or alter the terms of any other existing funding Agreement between the Minister and the Municipality.
8. The Municipality shall adhere to all project eligibility criteria, project credits, project tendering requirements, and other items or directions as outlined in the Program Guidelines.
  9. The Municipality agrees that the funding provided under this program is for capital and operating expenditures as outlined in the Program Guidelines.
  10. The Municipality agrees to allow the Minister and/or his agents, including but not limited to, the Auditor General of Alberta, and representatives of the Province of Alberta, access to the project site; any engineering drawings or documents; any books of accounts relating to funding, earnings, and expenditures claimed under this Agreement; and any other such project related documents as deemed necessary by the Minister in performing an audit of the projects undertaken under this Agreement. All Project-related documents shall be kept by the Municipality for a minimum of three years following completion of the project.
  11. The Municipality shall indemnify and save harmless the Minister, his servants, agents and employees, from and against all actions, claims and demands arising directly or indirectly from the preparation for or implementation of the projects, whether or not the damage arose as a result of the actions or omissions of third parties.
  12. Where the Municipality enters into contracts with third parties for the implementation of a project, such contracts shall include provision that the third party shall be solely responsible for and save harmless and indemnify the Minister, and his officers, employees and agents from and against all claims, liabilities, and demands of any kind with respect to any injury to persons (including without limitation) death, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from i) the project; ii) the performance of the contract or the breach of any term or condition of the contract by the third party or its officers, employees or agents; iii) the on-going operation, maintenance and repair of the project; or iv) any omission or any willful or negligent act of the third party or its officers, employees or agents.
  13. The Municipality agrees that it is not entitled to claim compensation for its costs, expenses, inconvenience or time expended in relation to the administration of the funds provided under this Agreement nor in respect to this Agreement.

14. The parties agree to give this Agreement a fair and reasonable interpretation and, when required, to negotiate with fairness and candor any modifications or alteration thereof for the purpose of carrying out the intent of this Agreement and/or rectifying any omission in any of these provisions.
15. Notwithstanding that the grant payments will terminate in fiscal 2016 – 2017, the other provisions of this Agreement shall continue in effect until March 31, 2022.
16. The agreement may be renewed or extended thereafter, for a further five (5) year period, if mutually agreed to in writing. In the event that this Agreement is not renewed or extended, the Municipality shall return all uncommitted funds as of the termination date to the Minister. The Minister may, at his sole discretion, direct that these uncommitted funds be transferred to another then-existing provincial grant program as payment of any outstanding provincial commitment under that grant program.
17. Any notice, demand or other document required or permitted to be given under the terms of this Agreement shall be sufficiently given to the party to whom it is addressed if personally delivered, sent by prepaid registered mail, sent by facsimile transmission, or e-mailed to the addresses as follows:

The Minister:           Municipal Affairs and Housing  
                                  17<sup>th</sup> Floor, Commerce Place  
                                  10155 – 102 Street  
                                  Edmonton, Alberta T5J 4L4

Attention:     Director, Grants and Administration

Telephone: (780) 427-2225  
Fax: (780) 422-9133  
E-mail: MAH.MSICapitalGrants@gov.ab.ca

The Municipality:   c/o Chief Administrative Officer  
                                  Municipal District of Pincher Creek No. 9  
                                  PO Box 279  
                                  Pincher Creek, Alberta T0K 1W0

Attention:     Loretta Thompson

Telephone: (403)627-3130  
Fax: (403)627-5070  
Email: info@mdpincercreek.ab.ca

or to such address as either party may furnish to the other from time to time.

18. Any dispute between the Minister and the Municipality on any question of law or fact arising out of this Agreement shall be submitted to and determined by the Court having jurisdiction over this Agreement.
19. The rights, remedies and privileges of the Minister under this Agreement are cumulative and any one or more may be exercised.
20. If any portion of this Agreement is deemed to be illegal or invalid, then that portion of the Agreement shall be deemed to have been severed from the remainder of the Agreement and the remainder of the Agreement shall be enforceable.
21. This Agreement is binding upon the parties and their successors.
22. The parties agree that the laws of the Province of Alberta will govern this Agreement.

The Parties have therefore executed this Agreement, each by its duly authorized representative(s), on the respective dates shown below.

**HER MAJESTY THE QUEEN, in right of the  
Province of Alberta, as represented by the  
Minister of Municipal Affairs and Housing**

October 11, 2007

Date



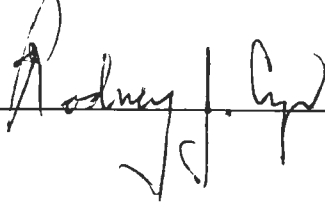
Minister

**The Municipality as represented by the  
Chief Elected Official**

Nov 5/07

Date

Mayor





## SCHEDULE 1

This page contains an outline of the proposed grant allocation for the Municipality under the Municipal Sustainability Initiative (MSI).

The municipality's annual funding allocation may vary from the preliminary estimates noted below, based upon future changes in population, education tax requisitions, equalized assessment and/or kilometers of local roads relative to other municipalities. A change in the schedule does not alter any other term of this Agreement.

In Fiscal-Year 2008-09,	<u>\$665,604</u>	(preliminary estimate)
In Fiscal-Year 2009-10,	<u>\$798,775</u>	(preliminary estimate)
In Fiscal-Year 2010-11,	<u>\$1,910,951</u>	(preliminary estimate)
In Fiscal-Year 2011-12,	<u>\$1,910,951</u>	(preliminary estimate)
In Fiscal-Year 2012-13,	<u>\$1,910,951</u>	(preliminary estimate)
In Fiscal-Year 2013-14,	<u>\$1,910,951</u>	(preliminary estimate)
In Fiscal-Year 2014-15,	<u>\$1,910,951</u>	(preliminary estimate)
In Fiscal-Year 2015-16,	<u>\$1,910,951</u>	(preliminary estimate)
In Fiscal Year 2016-17,	<u>\$1,910,951</u>	(preliminary estimate)

**Municipal Sustainability Initiative**  
**AMENDING MEMORANDUM OF AGREEMENT**

**BETWEEN: HER MAJESTY THE QUEEN** in Right of the Province of Alberta as represented by the Minister of Municipal Affairs

(hereinafter called “the Minister”)

and

the **Municipal District of Pincher Creek No. 9**, in the Province of Alberta

(hereinafter called “the Municipality”)

(hereinafter called “the Parties”)

WHEREAS the Parties entered into a Municipal Sustainability Initiative Memorandum of Agreement (hereinafter called the “Original Agreement”) dated November 05, 2007;

AND WHEREAS the Parties have, by written agreement, amended the Original Agreement on July 10, 2009, June 17, 2014 and May 16, 2017;

AND WHEREAS the Parties wish to further amend the Original Agreement;

THEREFORE the Parties agree as follows:

1. The Original Agreement and subsequent Amendments are amended by:
  - a. Deleting “an eleven-year funding commitment” in the preamble and replacing it with “a fourteen-year funding commitment”.
  - b. Deleting “under the Government Organization Act, RSA 2000 and the Municipal Affairs Grants Regulation (AR 123/2000),” in the preamble.
  - c. Deleting “eleven-year term” in section 4 and replacing it with “fourteen-year term”.
  - d. Deleting section 7(vi) and replacing it as follows:

7(vi) “all operating funds provided and income earned, not expended prior to December 31 in the year that funding is received, may be retained by the Municipality and expended on projects accepted by the Minister during the subsequent year. Thereafter, all unexpended funds shall be returned to the Minister, unless the Minister or delegate has granted an extension to this date in writing;”

e. Deleting section 15 and replacing it as follows:

15. "Notwithstanding that the grant payments will terminate in fiscal 2021-22, the other provisions of this Agreement shall continue in effect until March 31, 2027."

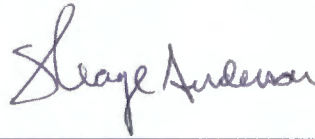
f. Adding section 15.1 as follows:

15.1 "The Minister may cancel this Agreement at any time after March 31, 2022 with written notice."

- 2. Except as amended herein, all other provisions of the Original Agreement as amended remain in full force and effect.
- 3. This Amending Memorandum of Agreement shall be effective as at April 1, 2019 following signing by the Parties' authorized representatives.

The parties have therefore executed this Agreement, each by its duly authorized representative(s), on the respective dates shown below.

**HER MAJESTY THE QUEEN**  
in Right of the Province of  
Alberta as Represented by  
the Minister of Municipal Affairs



Per: \_\_\_\_\_  
**MINISTER, MUNICIPAL AFFAIRS**

Date: February 14, 2019

**Municipal District of Pincher Creek No. 9**

\_\_\_\_\_  
Witness (or Seal)

Per: \_\_\_\_\_  
**CHIEF ELECTED OFFICIAL**

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness (or Seal)

Per: \_\_\_\_\_  
**DULY AUTHORIZED SIGNING OFFICER**

Date: \_\_\_\_\_



ALBERTA  
MUNICIPAL AFFAIRS

*Office of the Minister  
MLA, Leduc-Beaumont*

**RECEIVED**  
FEB 25 2019  
M.D. OF PINCHER CREEK

AR96301

February 19, 2019

Reeve Brian Hammond  
Municipal District of Pincher Creek  
PO Box 279  
Pincher Creek AB T0K 1W0

Dear Reeve Hammond,

In Budget 2018, and throughout this past year, the Government of Alberta has confirmed its intent to fulfill the full \$11.3 billion funding commitment under the Municipal Sustainability Initiative (MSI). In order to continue to provide MSI funding through the planned conclusion of the program in 2021-22, an amending MSI Memorandum of Agreement is required, as current funding agreements expire on March 31, 2019.

An amending agreement will be sent to the Chief Administrative Officer of your municipality formally extending the MSI funding terms until the conclusion of the program on March 31, 2022.

Our government reached a remarkable milestone when the *City Charters Fiscal Framework Act* was passed in December 2018, establishing ongoing, legislated capital funding for the cities of Calgary and Edmonton, linked to changes in provincial revenues. I remain optimistic that through continued dialogue with the municipal associations, we will establish a similar legislated funding framework for all municipalities as a successor to the MSI.

I look forward to continued partnership with your municipality to deliver quality infrastructure and services to Albertans.

Sincerely,

Hon. Shaye Anderson  
Minister of Municipal Affairs

cc: Sheldon Steinke, Interim Chief Administrative Officer, Municipal District of Pincher Creek

## Recommendation to Council

<b>TITLE: Grant Application for Fire Services Training Program</b>		
<b>PREPARED BY: CAO</b>		<b>DATE: 04 Mar 19</b>
<b>DEPARTMENT: Admin</b>		
		<b>ATTACHMENTS:</b>
<b>Department Supervisor</b>	<b>Date</b>	<ol style="list-style-type: none"> <li>1. Conditional Grant Agreement</li> <li>2. Letter to Reeve Hammond regarding CGA of Fire Services Training, dated Feb 26, 2019</li> </ol>
<b>APPROVALS:</b>		
<b>Department Director</b>	<b>Date</b>	<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">   <b>CAO</b> </div> <div style="text-align: center;">   <b>Date</b> </div> </div>

**RECOMMENDATION:**  
**Council approve to sign the Conditional Grant Agreement for Fire Services Training Program 2018/19**

**BACKGROUND:**  
 Pincher Creek Emergency Services Commission has applied for and been successful in receiving \$12,500.00 in Conditional Grants for Fire Services Training. Training to be completed is outlined in Schedule A of Attachment 1 of this recommendation.

Advantages to Council approval include enhancement and capacity building through Regional Fire Training.

**FINANCIAL IMPLICATIONS:**  
 None – funding will be received from the Province by the MD and then transferred to the Fire Commission.

# CONDITIONAL GRANT AGREEMENT

## 2018/2019 FIRE SERVICES TRAINING PROGRAM

**BETWEEN: HER MAJESTY THE QUEEN** in Right of the Province of Alberta as represented by the Minister of Municipal Affairs ("the Minister")

and

Pincher Creek Emergency Services Commission

whose address is

655 Charlotte Street, PO Box 1086

Pincher Creek, Alberta T0K 1W0

("the Municipality")

**WHEREAS** the Municipality plans to participate in or undertake a project to enhance the delivery of fire services training throughout the province and has applied to the Minister for a conditional grant in order to obtain financial assistance to carry out the project.

**AND WHEREAS** subject to clause 1 (a) of this Agreement, the Minister has approved the Municipality's application and has agreed to make a conditional grant to the Municipality pursuant to the Municipal Affairs Grants Regulation.

The parties agree as follows:

1. The Minister shall:

(a) subject to the provisions of this Agreement, pay the Municipality a one-time conditional grant of Twelve thousand five hundred DOLLARS (\$12,500.00) (the "Grant") in order to carry out a project under the 2018/2019 Fire Services Training Program. The following 20 courses were approved for funding:

- NFPA 1001 Level 1 – Willow Creek
- NFPA 1001 Level 1 - Cardston
- NFPA 1001 Level 2 – Willow Creek
- NFPA 1001 Level 2 – Cardston
- NFPA 1002 Driver – Crowsnest Pass
- NFPA 1002 Driver - Cardston
- NFPA 1002 Pump Operator – Crowsnest Pass
- NFPA 1002 Pump Operator – Willow Creek
- NFPA 1021 Level 1 – Cardston
- NFPA 1021 Level 1 – Pincher Creek
- NFPA 1021 Level 2 – Cardston
- NFPA 1021 Level 2 – Willow Creek
- NFPA 1051 Level 1 – Cardston
- NFPA 1051 Level 1 – Pincher Creek
- NFPA 1051 Level 1 – Willow Creek
- NFPA 1051 Level 1 – Willow Creek
- NFPA 472 Awareness – Willow Creek
- NFPA 472 Awareness – Cardston

- NFPA 472 Operations – Willow Creek
- NFPA 472 Operations - Cardston

These courses constitute the Project for the purposes of this Agreement (“the Project”);

- (b) provide the Grant by lump sum payment to the Municipality after receipt of two signed copies of this Agreement;
  - (c) have the right to conduct an evaluation or audit of the Project at any time; and
  - (d) have the right to publish and distribute any report submitted by the Municipality to the Minister on the Project.
2. The Municipality shall:
    - (a) carry out the Project without material alteration, as set out in the Grant Application, attached as Schedule “A” and forming part of this Agreement;
    - (b) complete the Project and use the Grant by May 31, 2020;
    - (c) use the entire amount of the Grant for the purpose of carrying out the Project;
    - (d) pay any additional costs required to complete the Project if the total costs exceed the Grant;
    - (e) not use any part of the Grant to pay for training carried out or materials obtained before this Agreement came into effect;
    - (f) only use the allocated amounts for the purpose of carrying out the specific components identified in 1(a) above;
    - (g) submit Reporting Documents to the Minister by June 30, 2020 after completion of the Project to certify that the funds were used for the Project and within the time limit specified in 2(b);
    - (h) conduct the Project in accordance with all applicable laws and regulations, and where applicable, the training standards of the National Fire Protection Association;
    - (i) ensure that all personnel involved with the Project are suitably qualified; and
    - (j) repay the Government of Alberta all or any portions of the Grant demanded by the Minister in the event of any noncompliance with this Agreement by the Municipality, or if the eligible costs of the Project are less than the amount of the Grant.
  3. The Municipality represents and warrants to the Minister that the execution of this Agreement has been duly and validly authorized by the Municipality in accordance with all applicable laws.
  4. If the Municipality does not meet all of its obligations under this Agreement, or uses the Grant or any portion of it for any unauthorized purpose, the Minister will notify the Municipality of such breach in writing and the Municipality will have 20 days to remedy such breach. If, in the opinion of the Minister, the Municipality does not remedy the breach, the Minister may terminate the Agreement without further notice to the Municipality and demand the immediate return of the Grant, or such lesser amount as the Minister may determine, to the Government of Alberta.
  5. The Minister may terminate this Agreement for any reason by notifying the Municipality in writing upon 60 days notice. Upon receipt of the notice of termination, the Municipality shall only use the Grant to pay reasonable wind-down costs and committed expenses related to the Project. Immediately upon termination of this Agreement, the Municipality shall refund to the Government of Alberta any unexpended portion of the Grant and any amounts expended for purposes other than those specified in this Agreement.

6. (a) This Agreement shall come into effect on the date that the Minister or his representative signs this Agreement.  
(b) This Agreement shall cease to be in effect on the date that all provisions of this Agreement have been met by the Municipality, unless terminated earlier by the Minister in accordance with this Agreement.
7. Amendments to this Agreement, including changes to Schedule "A", may be necessary from time to time and may be initiated by either the Minister or the Municipality in writing and shall be agreed upon by both parties.
8. The Minister and the Municipality acknowledge that the *Freedom of Information and Protection of Privacy Act* (FOIP) applies to all information generated, collected or provided under this Agreement and will comply with its provisions.
9. The Municipality will indemnify and hold harmless the Minister, his employees, servants and agents against any claim, demand, action, suit or proceeding that may at any time be brought against the Minister, his employees, servants or agents arising out of the use of the Grant or the performance or non-performance of this Agreement.
10. This Agreement, including Schedule "A" is the entire agreement between the Minister and the Municipality with respect to the Grant from the Minister for this Project. There are no other agreements, representations, warranties, terms, conditions or commitments except as expressed in this Agreement.
11. The following clauses shall survive conclusion or termination of this Agreement:
  - a) FOIP – Clause 8;
  - b) Indemnity – Clause 9; and
  - c) Entire Agreement – Clause 10.
12. This Agreement shall not be assigned without the express written consent of the Minister.
13. The rights, remedies and privileges of the Minister under this Agreement are cumulative and any one or more may be exercised.
14. Any notice under this Agreement shall be deemed to be given to the other party if in writing and personally delivered, sent by prepaid registered mail, sent by facsimile transmission, or emailed to the addresses as follows:

**The Minister**

c/o Grants Coordinator  
Public Safety Division  
Alberta Municipal Affairs  
16<sup>th</sup> Floor Commerce Place  
10155 – 102 Street  
Edmonton, Alberta T5J 4L4

Fax: 780-427-2538

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

**The Municipality**

Municipality Name Pincher Creek Emergency Services  
Commission

---



Address (Street) 655 Charlotte Street, PO Box 1086  
City/Province/Postal Code Pincher Creek, Alberta T0K 1W0  
Fax: 403-627-3502  
Email: David.cox@pincherfire.com

15. This Agreement is binding upon the parties and their successors.
16. The parties agree that this Agreement will be governed by the laws of the Province of Alberta.
17. If any portion of this Agreement is deemed to be illegal or invalid, then that portion shall be deemed to have been severed from the remainder of this Agreement and the remainder of this Agreement shall be enforceable.
18. In the event of any conflict between the terms of this Agreement, the conflict shall be resolved according to the following order of priority: the Clauses of this Agreement and Schedule "A".

The parties have therefore executed this Agreement, each by its duly authorized representative(s), on the respective dates shown below.

**Her Majesty the Queen**  
in Right of the Province of  
Alberta as Represented by  
the Minister of Municipal Affairs

\_\_\_\_\_  
Signature of Minister of Municipal  
Affairs or  
His Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness (or Seal)

**Municipality**

\_\_\_\_\_  
Signature of Chief Elected Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Duly Authorized Signing  
Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness (or Seal)

\_\_\_\_\_  
Signature of Witness (or Seal)

# **SCHEDULE "A"**

2018/19 Fire Services Training Program Grant Application



ALBERTA  
MUNICIPAL AFFAIRS

*Office of the Minister  
MLA, Leduc-Beaumont*

**RECEIVED**

**MAR - 4 2019**

**M.D. OF PINCHER CREEK**

AR95821

FEB 26 2019

Reeve Brian Hammond  
Municipal District of Pincher Creek  
PO Box 279  
Pincher Creek AB T0K 1W0

Dear Reeve Hammond,

Thank you for submitting your municipality's grant application under the 2018/2019 Fire Services Training Program. Your application has been reviewed, and I am pleased to advise that your municipality has been awarded a total grant of \$12,500 to carry out training as outlined in the conditional grant agreement (CGA) under Schedule A.

Two copies of the CGA are attached for your review. Please ensure the two copies of the agreement are signed by the chief elected official and duly authorized signing officer for your municipality. Return both original copies to:

Grants Coordinator  
Public Safety Division  
Municipal Affairs  
16<sup>th</sup> Floor, Commerce Place  
10155 - 102 Street  
Edmonton AB T5J 4L4

Payment will be processed upon receipt of the signed CGA and a copy will be sent for your records.

If you have any questions regarding the grant process, please contact the Grants Coordinator, toll-free, at 1-866-421-6929.

.../2

Reeve Brian Hammond

- 2 -

I wish you every success with your fire service training initiatives.

Sincerely,

A handwritten signature in blue ink that reads "Shaye Anderson". The signature is written in a cursive style with a large initial 'S'.

Hon. Shaye Anderson  
Minister of Municipal Affairs

Attachments: Two copies of the CGA  
Copy of grant application

cc: Sheldon Steinke, Interim Chief Administrative Officer