

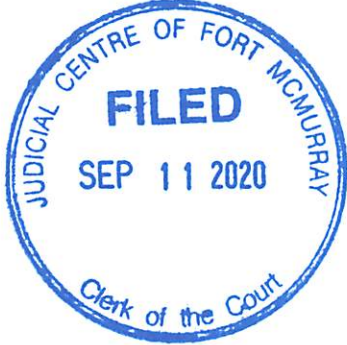
IN THE PROVINCIAL COURT OF ALBERTA CRIMINAL DIVISION

Between:

HER MAJESTY THE QUEEN

and

REGIONAL MUNICIPALITY OF WOOD BUFFALO



BEFORE THE HONOURABLE)
JUDGE S. Cleary)
AT FORT McMURRAY,)
ALBERTA)

On Friday, the 11th day
of September, 2020.

I hereby certify this to be a true copy of the original Filed court copy
For Clerk of the Court

ORDER PURSUANT TO SECTION 234(1) THE ENVIRONMENTAL PROTECTION AND ENHANCEMENT ACT

WHEREAS the Regional Municipality of Wood Buffalo stands convicted of the following offence contrary to the *Environmental Protection and Enhancement Act*, to wit:

Count 1: On or between the 8th day of May 2017 and the 17th day of May 2017, at or near Fort McMurray, in the Province of Alberta, did release or permit the release into the environment of a substance in an amount, concentration or level or at a rate of release that causes or may cause a significant adverse effect contrary to s. 109(2) of the *Environmental Protection and Enhancement Act* and did thereby commit an offence contrary to s. 227(j) of the *Environmental Protection and Enhancement Act*.

AND WHEREAS in addition to a fine of \$2,252.00 as against the Regional Municipality of Wood Buffalo, imposed under the *Environmental Protection and Enhancement Act*, inclusive of victim fine surcharge, and having regard to the nature of the offence and circumstances surrounding its commission;

IT IS HEREBY ORDERED THAT, pursuant to the provisions of section 234(1) of the *Environmental Protection and Enhancement Act*, the Regional Municipality of Wood Buffalo will comply with the following conditions:

1. That the Regional Municipality of Wood Buffalo shall pay \$102,500.00 to the Alberta Water and Wastewater Operators Association on or before October 31, 2020 for the sole purpose of funding the Alberta Water and Wastewater Operators Association project as detailed and described in Schedule "X" hereto. The specific address to which the funds shall be forwarded is: Alberta Water & Wastewater Operators Association, Attention: Dan Rites, Executive Director, 10806 119 Street, Edmonton, Alberta, T5H 3P2.
2. That the Regional Municipality of Wood Buffalo shall only forward the funds as ordered in paragraph 1 to the Alberta Water and Wastewater Operators Association upon receiving confirmation from counsel for the Crown that the Alberta Water and Wastewater Operators Association and Her Majesty the Queen, in Right of the Province of Alberta, as Represented by the Minister of Environment and Parks, have fully executed Schedule "X". Should Schedule "X" not be fully executed by September 30, 2020, the funds referred to in paragraph 1 will be forthwith sent to the Clerk of the Court along with a copy of this Order. The Clerk of the Court will then deal with those funds as though they were payment of an additional fine ordered by the Court with respect to Count 1, inclusive of any applicable surcharge.
3. That the Regional Municipality of Wood Buffalo shall pay \$45,248.00 to the Northern Lights Health Foundation on or before October 31, 2020 for the sole purpose of funding the Northern Lights Health Foundation Project as detailed and described in Schedule "Y" hereto. The specific address to which the funds shall be forwarded is: Northern Lights Health

Foundation, Attention: Cindy Amerongen, Executive Director, Main Floor, 7 Hospital Street, Fort McMurray, Alberta, T9H 1P2.

4. That the Regional Municipality of Wood Buffalo shall only forward the funds as ordered in paragraph 3 to the Northern Lights Health Foundation upon receiving confirmation from counsel for the Crown that the Northern Lights Health Foundation and Her Majesty the Queen, in Right of the Province of Alberta, as Represented by the Minister of Environment and Parks, have fully executed Schedule "Y". Should Schedule "Y" not be fully executed by September 30, 2020, the funds referred to in paragraph 3 will be forthwith sent to the Clerk of the Court along with a copy of this Order. The Clerk of the Court will then deal with those funds as though they were payment of an additional fine ordered by the Court with respect to Count 1, inclusive of any applicable surcharge.
5. All of the reports produced in accordance with the projects described in paragraphs 1 and 3 shall be available to the public and may be posted on the website of Alberta Environment and Parks or elsewhere.
6. If any conditions or requirements of this Order cannot be met, counsel for the Alberta Crown Prosecution Service, Alberta Environment and Parks, the Regional Municipality of Wood Buffalo, and either Alberta Water and Wastewater Operators Association (if such issue relates to Schedule "X") or the Northern Lights Health Foundation (if such issue relates to Schedule "Y") may resolve any resulting issues by agreement, failing which the parties hereto shall appear before this Honourable court for further direction.
7. The term of this Order shall be three years from the date hereof to allow sufficient time for either completion of the projects described herein or the making of further agreements regarding the same as provided for in paragraph

6.

8. This Order may be consented to in counterpart, by facsimile or otherwise.

DATED this 11 day of September, 2020, in Fort McMurray, in the Province of Alberta.

"S. Cleary"

Judge of the Provincial Court of Alberta

APPROVED AS TO FORM AND CONTENT BY:

"Craig Kallal"

Craig A. Kallal
Solicitor for the Alberta Crown Prosecution Service,
Specialized Prosecutions Branch

"Alex MacWilliam"

Alex MacWilliam
Solicitor and Agent for the Regional Municipality
of Wood Buffalo

SCHEDULE "X"

RECIPIENT AGREEMENT

THIS AGREEMENT is effective commencing on the Effective Date,

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
as Represented by the Minister of
Environment and Parks

(the "Province")

AND:

ALBERTA WATER AND WASTEWATER OPERATORS ASSOCIATION

(the "Recipient")

WHEREAS:

- A. Pursuant to a court order issued by the Provincial Court of Alberta made on the Effective Date, the Regional Municipality of Wood Buffalo was ordered to pay the Sentencing Fund under the creative sentencing provisions of the *Environmental Protection and Enhancement Act*
- B. The Province is the administrator of the Sentencing Fund and is responsible for ensuring its proper management and use; and
- C. The Province and the Recipient desire to have the Recipient use the Sentencing Fund to undertake and manage the Project,

THEREFORE the parties agree as follows:

1. Definitions and Interpretations

1.1. In this Agreement:

- (a) "Effective Date" means the date September 11, 2020;
- (b) "Eligible Expenses" means an expense incurred by the Recipient for the Project in accordance with Schedule A;
- (c) "Minister" means the Minister of Environment and Parks and any duly authorized representative of the Minister;
- (d) "Project" means the development and delivery of a incident awareness workshop to educate water and wastewater operators, as more fully described in Schedule A;
- (e) "Sentencing Fund" means the initial amount of \$102,500.00 and any additions and subtractions to this amount made in accordance with this Agreement; and

SCHEDULE "X"

(f) "Term" has the meaning as set out in Section 6.1.

1.2. The following Schedules are incorporated into and form a part of this Agreement:

Schedule A – The Project Proposal.

1.3. In interpreting this Agreement

- (a) time is of the essence;
- (b) a reference to any Act
 - (i) unless otherwise stated, is to the Act of the Province of Alberta; and
 - (ii) includes all regulations made pursuant to such Act, as such Act and associated regulations may be amended or replaced from time to time;
- (c) words importing gender include all genders;
- (d) words in the singular include the plural and vice versa;
- (e) the word "include" and its inflected forms are not to be interpreted as limiting;
- (f) headings are for convenience only;
- (g) a waiver of any term or condition by one party is only effective if in writing, and any such waiver relates only to the specific breach and instance set out in the waiver;
- (h) any discretion to be exercised by the Province under this Agreement, including where the Province "may" do something, is at the Province's absolute discretion; and
- (i) where a time or date for doing something occurs on a Saturday or a day that is a holiday (as defined in the *Interpretation Act*), the time is deemed to be extended to the first following day that is not a Saturday or holiday.

2. The Grant and Maintenance of the Sentencing Fund

- 2.1. The Province will arrange to have the initial Sentencing Fund paid to the Recipient within a reasonable time after the Effective Date.
- 2.2. As consideration for the Province arranging for the payment of the Sentencing Fund to the Recipient, the Recipient will undertake and manage the Project in accordance with the Schedule A and the terms and conditions of this Agreement.
- 2.3. On receipt of the initial Sentencing Fund, the Recipient will promptly deposit the amount into an appropriate account, acceptable to the Province, and hold the Sentencing Fund in such an account throughout the Term.

SCHEDULE "X"

- 2.4. In managing and monitoring the Sentencing Fund during the Term, the Recipient will
- (a) use an accounting system that separately identifies the Sentencing Fund apart from any other amounts held by the Recipient; and
 - (b) allocate any interest earned from the Sentencing Fund to the Sentencing Fund, which becomes a part of the Sentencing Fund and subject to this Agreement.
- 2.5. When managing the Sentencing Fund and incurring Eligible Expense, the Recipient will adhere to investment and business practices that are at least consistent with those followed by a reasonably prudent person who is acting to
- (a) avoid undue risk of loss;
 - (b) obtain a reasonable return; and
 - (c) receive reasonable value for services, supplies and assets purchased.

3. Eligible Expenses

- 3.1. The Recipient will only use the Sentencing Fund for Eligible Expenses.
- 3.2. The Recipient will monitor the expenditure of all amounts from the Sentencing Fund and will promptly notify the Province of any of the following:
- (a) the improper use of any portion of the Sentencing Fund; or
 - (b) a breach of any environmental law or noncompliance with any permit, licence or approval that is related to any aspect of the Project or an expense incurred using the Sentencing Fund.
- 3.3. If the Province believes a payment from the Sentencing Fund may not have been for an Eligible Expense, the Province will promptly notify the Recipient of its concern.
- 3.4. If the Recipient receives a notice from the Province under Section 3.3, or if the Recipient on its own discovers that an amount paid from the Sentencing Fund may not have been for an Eligible Expense, then within 30 days the Recipient will
- (a) subject to Section 6.5, reimburse the Sentencing Fund by the amount of the questioned payment, with evidence to the Province, or
 - (b) deliver to the Province any materials supporting with an explanation for why the questioned expense should be an Eligible Expense.
- 3.5. If the Recipient provides materials to the Province under Section 3.4(b)
- (a) the Province will, acting reasonably and consistent with the intent of the Project, make a final determination of whether the questioned payment was an Eligible Expense, and

SCHEDULE "X"

- (b) if the Province determines the questioned amount paid from the Sentencing Fund was not for an Eligible Expense, the Recipient agrees to be bound by the decision of the Province and, subject to Section 6.5, will promptly reimburse the Sentencing Fund by the amount of the questioned expense and provide evidence to the Province within 30 days.

4. Reporting Obligations

- 4.1. The Recipient will prepare interim reports regarding the Project in accordance with Section 4.2 and deliver them to the Province by the following dates:
 - (a) April 30, 2021;
 - (b) October 30, 2021; and
 - (c) April 30, 2022.
- 4.2. Each interim report is to include the following information:
 - (a) a brief description of all Eligible Expenses incurred during the previous six months;
 - (b) the amount of the Sentencing Fund remaining;
 - (c) any anticipated delays to the Project; and
 - (d) such other information the Province may reasonably request.
- 4.3. On the earlier of October 30, 2022 or 30 days after the end of the Term, the Recipient will prepare and deliver to the Province a final report for the Project in such format as the Province may reasonably direct and that includes the following information:
 - (a) a detailed description of all Eligible Expenses incurred;
 - (b) the results achieved by the Project, including its successes and limitations,
 - (c) a copy of all final work product produced for the Project, and
 - (d) such other information the Province may reasonably request.
- 4.4. The Recipient will prepare the reports required by Sections 4.1 and 4.3 using such format or template as the Province may reasonably direct.
- 4.5. The Recipient acknowledges that the *Freedom of Information and Protection of Privacy Act* applies to all information and records provided by the Recipient to the Province and to any information and records provided to the Province in connection with the subject matter of this Agreement, and which are in the custody or under the control of the Province.

SCHEDULE "X"

4.6. The Recipient will not make any public announcement or issue any press release regarding the entering into of this Agreement or receiving the Sentencing Fund, except in consultation with and the approval of the Province as to the contents of the announcement or press release.

5. Conflict Of Interest And Ethical Conduct

5.1. In carrying out this Agreement and conducting the Project, the Recipient will comply with all applicable:

- (a) laws of the Province of Alberta and the federal laws of Canada applicable in the province;
- (b) bylaws or resolutions of any municipal government; and
- (c) permits, licenses and approvals.

5.2. The Recipient will ensure there are no conflicts of interest or apparent conflicts of interest on the part of the Recipient and its employees in relation to

- (a) making any expenditure using the Sentencing Fund, and
- (b) the performance of any work done in relation to the Project, including the selection of any third party contractors or consultants.

5.3. Without limiting Section 5.2:

- (a) the Recipient will not influence, or seek to influence, or otherwise take part in a decision of the Province, knowing that the decision might further the Recipient's private interests;
- (b) where any work under this Agreement or for the Project involves providing advice or making recommendations to the Province, or exercising discretionary authority that would provide a benefit to any other person, the Recipient will provide it advice or recommendation, or exercise its discretion impartially and without bias;
- (c) except for payments as set out in this Agreement, the Recipient will not accept any collateral gift, payment, commission or other direct benefit arising from this Agreement or performing the Project;
- (d) the Recipient will not incur any Eligible Expense where the payment would be made to a third party that would result in, or appear to cause, a conflict of interest;
- (e) on request by the Province, the Recipient will deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the Recipient in its business practices or in relation to its employees or subcontractors; and

SCHEDULE "X"

(f) the Recipient will, and will ensure its employees and subcontractors, comply with the *Lobbyists Act*.

5.4. If the Recipient becomes aware of any matter that causes or is likely to cause a conflict of interest, the Recipient will immediately provide notice to the Province and the Recipient will immediately cease the performance of any work relating to this Agreement or the Project unless the Province notifies the Recipient that such work may continue, as the Province may determine.

6. Term and Termination

6.1. The term of this Agreement (the "**Term**") commences on the Effective Date and expires October 31, 2022.

6.2. The Recipient will pay to the Province any portion of the Sentencing Fund remaining at end of the Term or the earlier termination of this Agreement within 15 days without further demand by the Province.

6.3. Notwithstanding any other provision of this Agreement, the Province may immediately and without notice terminate this Agreement, and the Recipient will immediately pay to the Province without further demand, all undisbursed amounts remaining in the Sentencing Fund to the Province if any of the following events occurs (or if the Province has a reasonable belief that any of the following may imminently occur):

(a) the Recipient ceases to be a registered charity, as determined by the Canada Revenue Agency.

(b) the Recipient is petitioned into bankruptcy or makes an assignment for the benefit of creditors

(c) the Recipient is adjudicated bankrupt or insolvent,

(d) the Recipient files a petition or institute any proceedings under any bankruptcy or insolvency legislation,

(e) the Recipient has its chattels, equipment or supplies seized under process of law for non-payment of debts, or

(f) the Recipient is the subject of an appointment of a receiver or trustee in bankruptcy.

6.4. The Recipient will immediately advise the Province if it has reason to believe any of the events in Section 6.3 may occur, in which case the Province is deemed to have a reasonable belief that such event may imminently occur.

6.5. If Sections 3.4(a) or 3.5(b) apply after the expiry of the Term or the termination of this Agreement, then instead of reimbursing the Sentencing Fund, the Recipient will pay the amount of the improper expenses to the Province without further demand.

SCHEDULE "X"

6.6. Any amount that the Recipient is required to pay to the Province under this Agreement is a debt due to the Crown and may be recovered from the Recipient by an action in debt.

7. General

7.1. Sections 3.3, 3.4, 3.5, 4.5, 4.6, 5.4, 6.2, 6.6, 7.2 and 7.3 survive the expiry of the Term or the earlier termination of this Agreement

7.2. The Province is not responsible for establishing, operating or supervising the Project, and the Recipient agrees to indemnify and hold harmless the Province from any and all third party claims, demands or actions for which the Recipient is legally responsible, including those arising out of negligence or wilful acts by the Recipient and its respective employees, contractors or agents in performing the Project or using Sentencing Funds.

7.3. Any notices or communication to be given by one party to the other under this Agreement are to be given in writing and may be delivered to the other party at the following addresses, email addresses or facsimile numbers, or to such other person and contact information as a party may provide by notice:

To the Province:

Environment and Parks
15th Floor, Oxbridge Place
9820 106 Street
Edmonton AB T5K 2J6

Attn: Hanneke Brooymans,
Justice Liaison
Tel: 780-644-8355
Email: Hanneke.brooymans@gov.ab.ca

To the Recipient:

Alberta Water & Wastewater Operators
Association
10806 119 Street
Edmonton AB T5H 3P2

Attn: Dan Rites
Executive director
Tel: 780-454-7745 ext. 226
Email: drites@awwoa.ca

7.4. This Agreement

- (a) constitutes the entire Agreement between the parties,
- (b) enures to the benefit of and is binding on the parties and their respective representatives, successors and permitted assigns,
- (c) is not to be interpreted or construed as creating a relationship of principal and agent, employer and employee, partnership or joint venture between the parties,
- (d) is to be construed and interpreted in accordance with the laws applicable in the Province of Alberta and the federal laws of Canada applicable therein,

SCHEDULE "X"

- (e) may only be amended in writing, and
- (f) may not be assigned by the Recipient without the prior written consent of the Province.

IN WITNESS WHEREOF the Parties have executed this Agreement effective the date first written above.

**HER MAJESTY THE QUEEN, in Right of
the Province of Alberta, as Represented by
the Minister of Environment and Parks**

Hanneke Brooymans,
Compliance Assurance Specialist

ALBERTA WATER AND WASTEWATER OPERATORS ASSOCIATION

Per: _____
Dan Rites
Executive Director

SCHEDULE "A"

AWWOA Proposed Project for Creative Sentencing Funding

The Alberta Water and Wastewater Operators Association (AWWOA) is a registered non-profit association that has been providing training and education for the water and wastewater industry for over 45 years. The primary mandate of the AWWOA is training and development of Alberta certified water and wastewater operators. To accomplish this mandate, the AWWOA provides a variety of courses which cover the operation and maintenance of water and wastewater facilities, managing related infrastructure, processes, controls, safety, certification preparation and supervisory education.

As a trusted provider of training to over 2200 members across Alberta, the AWWOA is proposing the development and delivery of a **three-hour workshop presentation** as part of the creative sentencing process/ decision.

This incident awareness workshop would be developed to educate water and wastewater operators. It will define what an "incident" is, discuss different types (reportable/not) and, will speak to standard corrective actions.

The expected benefit of this course will be that operators have a better understanding of what an "incident" is and what their legal obligations are to try to prevent the incidents. (i.e. every water facility is required to have a drinking water safety plan that addresses preventing incidents), how to report them, corrective actions, etc. It would also cover the Alberta Environment and Parks Water and Wastewater Operator Certification Program Code of Conduct and a review of the incident training requirements for operators in this field to ensure a safe work site.

The three-hour workshop would be developed and delivered by AWWOA, the Regional Municipality of Wood Buffalo (RMWB), and Alberta Environment and Park's Drinking Water and Wastewater Operators Certification staff.

In order to encourage attendance, operators would get 0.3 Continuing Education Units (CEUs) for attending. This will assist operators obtain needed CEUs for recertification purposes which is a requirement every three years. As well, registration costs would be covered to attract even more operators to attend the workshop and learn from the important messages and information presented.

The course would be presented a few times in one year to offer multiple opportunities to attend – at the AWWOA annual operators' seminar in Banff, Water Week in Edmonton and Grande Prairie, and the Water North Coalition Industry Presentations. The majority of the attendees will be water and wastewater certified operators, supervisors, managers and utility system owners. Depending on the event and location where the presentation takes place, we also expect to have a number of municipal officials including senior management representatives and municipal council members.

SCHEDULE "A"

AWWOA, in conjunction with the RMWB, will complete the development and delivery of the workshop presentation as depicted in the chart below.

Tasks	Responsibility	Estimated Cost	Estimated Timeline
*Develop a 1.5 hour presentation on Risk and Incident Assessment/ Prevention/ Review – Complete with PowerPoint presentation, Student Manual and Instructor	AWWOA	\$15,000	Course materials can be completed within one month of the court sentencing decision.
Develop a 1.5 hour presentation on Incident Investigation and lessons learned from prosecuted incident – Complete with PowerPoint presentation, and presenter notes. See "Appendix A" for suggested outline.	RMWB	Development and presentation costs to be covered by the RMWB	Course material can be completed within two months of the court sentencing decision.
Present both parts above in a 3-hour workshop format at five different locations/events throughout the Province: <ol style="list-style-type: none"> 1. AWWOA Annual Seminar (March 2021) 2. AWWOA Annual Water Week Conference Edmonton (November 2021) 3. Water North Coalition Presentation (Lac La Biche/ Cold Lake area June 2021) 4. Location TBD in Grande Prairie 5. Location TBD in Calgary 	AWWOA and RMWB present their respective parts.	Estimate 700+ attendees at \$125/per = \$87,500 These costs include overhead for AWWOA to register attendees, advertise and coordinate events, track attendance and Continuing Education Credits for operators. (RMWB would be required to provide a presenter and cover travel and accommodation costs for said presenter)	Timelines can be flexible within the locations and events listed in column 1.
		TOTAL: \$102,500	
*Note – The AWWOA portion of this workshop can be used in conjunction with future incidents and to partner with other Entities for the development and delivery of future 3-hour workshop presentations.			

"Appendix A"

Suggested Outline

Regional Municipality of Wood Buffalo Presentation
(90 minutes)

Presenter resources: PowerPoint presentation complete with speaker notes and presentation time allocations.

Outline:

Leading up to the Incident (15 min):

- Work environment/ location
- Work task description
- Related procedures, risk assessment information and staff competency
- Safety related items: i.e Personal Protection Equipment, Safety Data Sheets etc...

Incident Description (20 min):

- Description of how the incident occurred
- Incident impacts: i.e. personnel, plant, environment etc...

Incident Response (25 min):

- Steps taken to contain/ mitigate incident
- Emergency response actions and procedures
- Testing performed
- Steps taken to communicate incident
- Regulatory reporting and follow-up

Incident Debrief (30 min):

- Outcomes and review process
- Lessons learned
 - Additional staff training, awareness and competency
 - Procedural changes made to prevent future occurrences
 - Updates to the Water Safety Plans

SCHEDULE "Y"

RECIPIENT AGREEMENT

THIS AGREEMENT is effective commencing on the Effective Date,

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
as Represented by the Minister of
Environment and Parks

(the "Province")

AND:

NORTHERN LIGHTS HEALTH FOUNDATION

(the "Recipient")

WHEREAS:

- A. Pursuant to a court order issued by the Provincial Court of Alberta made on the Effective Date, the Regional Municipality of Wood Buffalo was ordered to pay the Sentencing Fund under the creative sentencing provisions of the *Environmental Protection and Enhancement Act*
- B. The Province is the administrator of the Sentencing Fund and is responsible for ensuring its proper management and use; and
- C. The Province and the Recipient desire to have the Recipient use the Sentencing Fund to undertake and manage the Project,

THEREFORE the parties agree as follows:

1. Definitions and Interpretations

1.1. In this Agreement:

- (a) "Effective Date" means the date September 11, 2020;
- (b) "Eligible Expenses" means an expense incurred for the Project as set out in the Recipient's proposal attached as Schedule A;
- (c) "Minister" means the Minister of Environment and Parks and any duly authorized representative of the Minister;
- (d) "Project" means the purchase of air filters for the Northern Lights Health Centre, as further detailed in the Recipient's Project Proposal entitled "Air Quality Project for the Northern Lights Health Centre", attached as Schedule A;
- (e) "Sentencing Fund" means the initial amount of \$45,248.00 and any additions and subtractions to this amount made in accordance with this Agreement; and

SCHEDULE "Y"

(f) "Term" has the meaning as set out in Section 6.1.

1.2. The following Schedules are incorporated into and form a part of this Agreement:

Schedule A – The Project Proposal.

1.3. In interpreting this Agreement

- (a) time is of the essence;
- (b) a reference to any Act
 - (i) unless otherwise stated, is to the Act of the Province of Alberta; and
 - (ii) includes all regulations made pursuant to such Act, as such Act and associated regulations may be amended or replaced from time to time;
- (c) words importing gender include all genders;
- (d) words in the singular include the plural and vice versa;
- (e) the word "include" and its inflected forms are not to be interpreted as limiting;
- (f) headings are for convenience only;
- (g) a waiver of any term or condition by one party is only effective if in writing, and any such waiver relates only to the specific breach and instance set out in the waiver;
- (h) any discretion to be exercised by the Province under this Agreement, including where the Province "may" do something, is at the Province's absolute discretion; and
- (i) where a time or date for doing something occurs on a Saturday or a day that is a holiday (as defined in the *Interpretation Act*), the time is deemed to be extended to the first following day that is not a Saturday or holiday.

2. The Grant and Maintenance of the Sentencing Fund

- 2.1. The Province will arrange to have the initial Sentencing Fund paid to the Recipient within a reasonable time after the Effective Date.
- 2.2. As consideration for the Province arranging for the payment of the Sentencing Fund to the Recipient, the Recipient will undertake and manage the Project in accordance with the Schedule A and the terms and conditions of this Agreement.
- 2.3. On receipt of the initial Sentencing Fund, the Recipient will promptly deposit the amount into an appropriate account, acceptable to the Province, and hold the Sentencing Fund in such an account throughout the Term.

SCHEDULE "Y"

- 2.4. In managing and monitoring the Sentencing Fund during the Term, the Recipient will
- (a) use an accounting system that separately identifies the Sentencing Fund apart from any other amounts held by the Recipient; and
 - (b) allocate any interest earned from the Sentencing Fund to the Sentencing Fund, which becomes a part of the Sentencing Fund and subject to this Agreement.
- 2.5. When managing the Sentencing Fund and incurring Eligible Expense, the Recipient will adhere to investment and business practices that are at least consistent with those followed by a reasonably prudent person who is acting to
- (a) avoid undue risk of loss;
 - (b) obtain a reasonable return; and
 - (c) receive reasonable value for services, supplies and assets purchased.
- 3. Eligible Expenses**
- 3.1. The Recipient will only use the Sentencing Fund for Eligible Expenses.
- 3.2. The Recipient will monitor the expenditure of all amounts from the Sentencing Fund and will promptly notify the Province of any of the following:
- (a) the improper use of any portion of the Sentencing Fund; or
 - (b) a breach of any environmental law or noncompliance with any permit, licence or approval that is related to any aspect of the Project or an expense incurred using the Sentencing Fund.
- 3.3. If the Province believes a payment from the Sentencing Fund may not have been for an Eligible Expense, the Province will promptly notify the Recipient of its concern.
- 3.4. If the Recipient receives a notice from the Province under Section 3.3, or if the Recipient on its own discovers that an amount paid from the Sentencing Fund may not have been for an Eligible Expense, then within 30 days the Recipient will
- (a) subject to Section 6.5, reimburse the Sentencing Fund by the amount of the questioned payment, with evidence to the Province, or
 - (b) deliver to the Province any materials supporting with an explanation for why the questioned expense should be an Eligible Expense.
- 3.5. If the Recipient provides materials to the Province under Section 3.4(b)
- (a) the Province will, acting reasonably and consistent with the intent of the Project, make a final determination of whether the questioned payment was an Eligible Expense, and

SCHEDULE "Y"

- (b) if the Province determines the questioned amount paid from the Sentencing Fund was not for an Eligible Expense, the Recipient agrees to be bound by the decision of the Province and, subject to Section 6.5, will promptly reimburse the Sentencing Fund by the amount of the questioned expense and provide evidence to the Province within 30 days.

4. Reporting Obligations

- 4.1. Promptly after receiving a shipment of air filters procured using the Sentencing Fund, the Recipient will deliver a report to the Province with the following information:
 - (a) a brief description of all Eligible Expenses incurred;
 - (b) the amount of the Sentencing Fund remaining; and
 - (c) such other information the Province may reasonably request.
- 4.2. On the earlier of August 31, 2022 or 30 days after receiving the last shipment of air filters procured under the Project, the Recipient will provide to the Province a full report detailing
 - (a) all Eligible Expenses incurred, and
 - (b) the results achieved by the Project, including its successes and limitations, and
 - (c) such other information the Province may reasonably request.
- 4.3. The Recipient will prepare the reports required by Sections 4.1 and 4.2 using such format or template as the Province may reasonably direct.
- 4.4. The Recipient acknowledges that the *Freedom of Information and Protection of Privacy Act* applies to all information and records provided by the Recipient to the Province and to any information and records provided to the Province in connection with the subject matter of this Agreement, and which are in the custody or under the control of the Province.
- 4.5. The Recipient will not make any public announcement or issue any press release regarding the entering into of this Agreement or receiving the Sentencing Fund, except in consultation with and the approval of the Province as to the contents of the announcement or press release.

5. Conflict Of Interest And Ethical Conduct

- 5.1. In carrying out this Agreement and conducting the Project, the Recipient will comply with all applicable:
 - (a) laws of the Province of Alberta and the federal laws of Canada applicable in the province;
 - (b) bylaws or resolutions of any municipal government; and

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- (c) permits, licenses and approvals.
- 5.2. The Recipient will ensure there are no conflicts of interest or apparent conflicts of interest on the part of the Recipient and its employees in relation to
- (a) making any expenditure using the Sentencing Fund, and
 - (b) the performance of any work done in relation to the Project, including the selection of any third party contractors or consultants.
- 5.3. Without limiting Section 5.2:
- (a) the Recipient will not influence, or seek to influence, or otherwise take part in a decision of the Province, knowing that the decision might further the Recipient's private interests;
 - (b) where any work under this Agreement or for the Project involves providing advice or making recommendations to the Province, or exercising discretionary authority that would provide a benefit to any other person, the Recipient will provide it advice or recommendation, or exercise its discretion impartially and without bias;
 - (c) except for payments as set out in this Agreement, the Recipient will not accept any collateral gift, payment, commission or other direct benefit arising from this Agreement or performing the Project;
 - (d) the Recipient will not incur any Eligible Expense where the payment would be made to a third party that would result in, or appear to cause, a conflict of interest;
 - (e) on request by the Province, the Recipient will deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the Recipient in its business practices or in relation to its employees or subcontractors; and
 - (f) the Recipient will, and will ensure its employees and subcontractors, comply with the *Lobbyists Act*.
- 5.4. If the Recipient becomes aware of any matter that causes or is likely to cause a conflict of interest, the Recipient will immediately provide notice to the Province and the Recipient will immediately cease the performance of any work relating to this Agreement or the Project unless the Province notifies the Recipient that such work may continue, as the Province may determine.
- 6. Term and Termination**
- 6.1. The term of this Agreement (the "**Term**") commences on the Effective Date and expires at the earliest of
- (a) 30 days after the Province accepts the Recipient's report under Section 4.2, or

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- (b) September 11, 2022.
- 6.2. The Recipient will pay to the Province any portion of the Sentencing Fund remaining at the end of the Term or the earlier termination of this Agreement within 15 days without further demand by the Province.
- 6.3. Notwithstanding any other provision of this Agreement, the Province may immediately and without notice terminate this Agreement, and the Recipient will immediately pay to the Province without further demand, all undisbursed amounts remaining in the Sentencing Fund to the Province if any of the following events occurs (or if the Province has a reasonable belief that any of the following may imminently occur):
- (a) the Recipient ceases to be a registered charity, as determined by the Canada Revenue Agency.
 - (b) the Recipient is petitioned into bankruptcy or makes an assignment for the benefit of creditors
 - (c) the Recipient is adjudicated bankrupt or insolvent,
 - (d) the Recipient files a petition or institute any proceedings under any bankruptcy or insolvency legislation,
 - (e) the Recipient has its chattels, equipment or supplies seized under process of law for non-payment of debts, or
 - (f) the Recipient is the subject of an appointment of a receiver or trustee in bankruptcy.
- 6.4. The Recipient will immediately advise the Province if it has reason to believe any of the events in Section 6.3 may occur, in which case the Province is deemed to have a reasonable belief that such event may imminently occur.
- 6.5. If Sections 3.4(a) or 3.5(b) apply after the expiry of the Term or the termination of this Agreement, then instead of reimbursing the Sentencing Fund, the Recipient will pay the amount of the improper expenses to the Province without further demand.
- 6.6. Any amount that the Recipient is required to pay to the Province under this Agreement is a debt due to the Crown and may be recovered from the Recipient by an action in debt.
- 7. General**
- 7.1. Sections 3.3, 3.4, 3.5, 4.4, 4.5, 5.4, 6.2, 6.6, 7.2 and 7.3 survive the expiry of the Term or the earlier termination of this Agreement
- 7.2. The Province is not responsible for establishing, operating or supervising the Project, and the Recipient agrees to indemnify and hold harmless the Province from any and all third party claims, demands or actions for which the Recipient is legally responsible, including those arising out of negligence or wilful acts by the Recipient and its respective employees, contractors or agents in performing the Project or using Sentencing Funds.

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- 7.3. Any notices or communication to be given by one party to the other under this Agreement are to be given in writing and may be delivered to the other party at the following addresses, email addresses or facsimile numbers, or to such other person and contact information as a party may provide by notice:

To the Province:

Environment and Parks
15th Floor, Oxbridge Place
9820 106 Street
Edmonton, AB T5K 2J6

Attn: Hanneke Brooymans,
Justice Liaison
Tele: 780-644-8355
Email: Hanneke.brooymans@gov.ab.ca

To the Recipient:

Northern Lights Health Foundation
Main Floor
7 Hospital Street
Fort McMurray, Alberta T9H 1P2

Attn: Cindy Amerongen
Executive Director
Tele: 780-791-6178
Email: Cindy.Amerongen@ahs.ca

- 7.4. This Agreement

- (a) constitutes the entire Agreement between the parties,
- (b) enures to the benefit of and is binding on the parties and their respective representatives, successors and permitted assigns,
- (c) is not to be interpreted or construed as creating a relationship of principal and agent, employer and employee, partnership or joint venture between the parties,
- (d) is to be construed and interpreted in accordance with the laws applicable in the Province of Alberta and the federal laws of Canada applicable therein,
- (e) may only be amended in writing, and

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- (f) may not be assigned by the Recipient without the prior written consent of the Province.

IN WITNESS WHEREOF the Parties have executed this Agreement effective the date first written above.

**HER MAJESTY THE QUEEN, in Right of
the Province of Alberta, as Represented by
the Minister of Environment and Parks**

Hanneke Brooymans,
Compliance Assurance Specialist

NORTHERN LIGHTS HEALTH FOUNDATION

Per: Cindy Amerongen
Executive Director

DRAFT



May 8, 2020

Hanneke Brooymans
Compliance Assurance Specialist
Alberta Environment and Parks
Oxbridge Place
15th floor, 9820 106 St NW
Edmonton, Alberta T5K 2J6

Dear Ms. Brooymans,

Re: Air Quality Project for the Northern Lights Health Centre (Hospital)

About the Northern Lights Health Foundation:

The Northern Lights Health Foundation was established in 1985 to engage people, inspire philanthropy and secure funds to improve health and promote wellness in the Wood Buffalo region. Through capital campaigns, signature events, community donations, grants and various other fundraising initiatives, the Health Foundation funds vital medical equipment, programs and services bringing care closer to home for Wood Buffalo residents. In the past 35, the Health Foundation has raised and invested over \$70M in capital development, technology and health programs that have fundamentally enhanced healthcare in our region.

The Health Foundation supports Alberta Health Services North Zone Area 10 which covers the entire area of the Regional Municipality of Wood Buffalo and includes community clinics in Anzac and Conklin, the Fort McMurray Addictions and Mental Health Treatment Centre, the Thickwood Heights Public, Population and Indigenous Health Centre, the Timberlea Mental Health Clinic and most notable, the Northern Lights Regional Health Centre (Hospital). The hospital is the primary location for essential emergency, surgical, ambulatory, cancer, and dialysis, respiratory and diagnostic imaging services.

Funding Proposal:

Maintaining air purity in our facilities is a significant role of the Facilities Management team. With the increasing frequency of smoke and particulates from fires, excess moisture from flooding, and the occasional release of chemicals or gases from industry in our region, the hospital has had to purchase and utilize mobile air handling systems (air scrubbers). The aim of

the utilization of these units is to purify the air to a healthy setting so that the air inside the facility is not an additional threat to the health of patients, staff, and visitors.

If the Northern Lights Health Foundation was to be a recipient of funding towards an air quality project those funds would be directed to the Northern Lights Health Centre, Facility Maintenance department to purchase filters for the air handling units currently on hand.

The Facility Maintenance (FM&E) department currently has 6 air scrubber purification units from Abatement technologies that are in fairly new condition. These units can be deployed at the hospital or other facilities easily and can be placed in configurations to maximize each units scrubbing power. We do not require additional units.

However, the required filters have a limit to the amount of air they can purify (depends on the amount and type of matter) and these filters must be replaced frequently. The filters are very expensive which means that often decisions must be made as to how best to deploy the air unit, for how long, and for which area. Currently, the FM&E department is expending slightly over \$50,000 per year on replacement filters.

We are seeking funds in the amount of \$45,000 to purchase the following filters:

- (25) of Astrocel HCX filter size 24x12x11.5 @ \$299.80 each (April 2020 price quote)
- (81) of Astrocel HCX filter size 24x24x11.5 @ \$415.30 each (April 2020 quote)

Total \$41,134.8 + NLHF Re-Allocation Fee 10% (\$4,134) = \$45,247.80

These filters are available through BGE Air Quality Solutions which is an approved and known AHS supplier. FM&E have indicated that they would appreciate having stock on hand in their department to draw from as emergency situations arise quickly and delivery of filters can sometimes take several days. They can make more effective and efficient deployment decisions with filters readily available.

Additional Documents:

As noted above, the Northern Lights Health Foundation requires a percentage of each restricted donation or grant as an overhead charge. This amount, called a re-allocation fee, is to ensure the Health Foundation can manage and sequester funds, steward the gift, and provide for the ongoing operations of the Foundation. This re-allocation fee is established by the Board of Directors and the Gift Re-Investment policy is attached for your reference.

The 2018-2019 Audited Financial Statement of the Health Foundation is available upon request or through our website at 222.northernlightshealthfoundation.ca. You will note that we hold considerable funds in investments and have an annual operating budget of approximately \$3.5m. Funds held in investments are both restricted and unrestricted and are intended to fund the capital and equipment projects in the Gratitude Campaign and other approved grants to

AHS. We have contracts and pledge agreements with industry and with government and are prepared to sign a civil recipient agreement for the air quality project.

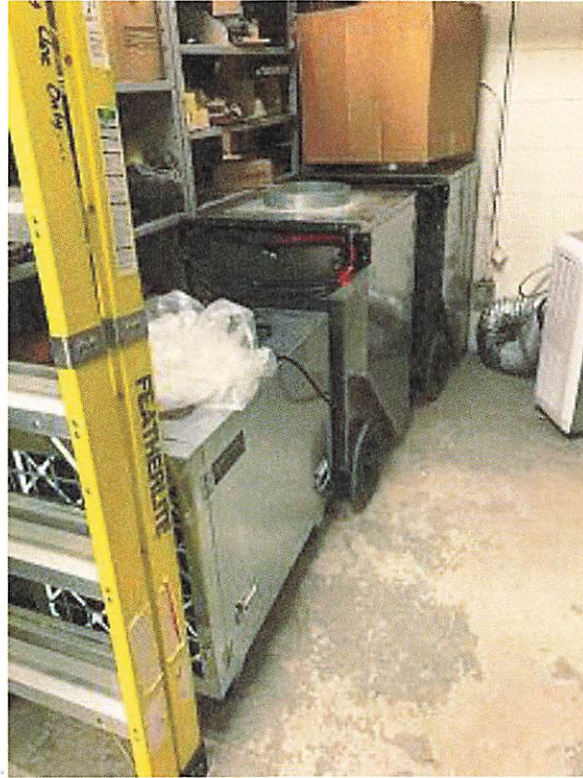
Thank you very much for considering this proposal as a creative sentencing measure. I look forward to hearing from you and am prepared to active the order for filters as soon as an agreement is finalized.

Sincerely,

Cindy Amerongen
Executive Director
Northern Lights Health Foundation
(780) 791-6178

Photos of the Air Purification Equipment at Northern Lights Health Centre





Policy:	Effective Date:	2014.10.08
BP4.3 Utilization of Property	Revision #:	2
	Date of Review:	2020.03.25
	Bring Forward:	2022.01.31
Policy Application:	Next Review:	2022.03.31
BPA4.3.2 Gift Reinvestment Allocation Principles and Schedule	Policy Application Oversight:	Finance Committee
	Policy Application Approval:	Board

*****This Policy Application must be approved by the Board of Directors*****

Purpose

The purpose of the Gift Reinvestment Allocation Principles and Schedule is to provide management with the criteria and framework by which donor restricted donations may be assessed a gift reinvestment allocation. The intent of the allocation exists to fairly compensate operating funds associated with the restricted gift.

Principles

- The Foundation will apply a one-time gift reinvestment allocation to any donor restricted gift made to the Foundation greater than \$10 for the benefit of Foundation operations.
- The Board will approve the gift reinvestment allocation schedule. The Board must approve any changes.
- All donors must be informed of the gift reinvestment allocation principles and schedule applicable to their restricted gift. Disclosure of the gift reinvestment allocation policy, principles and schedule will be made to all donors. Written or oral disclosure to donors of the allocation is expected at time of solicitation. Reinvestment allocation information will be included in any printed fund development material issued to prospective donors. The Foundation will develop and approve appropriate disclosure language for all fund development literature.
- The reinvestment allocation will be made at the time of the receipt of the gift except for planned or stock gifts whereby the allocation will be collected on the net proceeds amount at time of maturity or disposition.
- The reinvestment allocation will be recorded as "unrestricted funding" to be allocated as per the Boards discretion and direction.
- A donor may make a gift that ensures the programs/ area benefiting from the gift receives a specific amount (net). In this case, the donor will be allowed to provide a gift calculated as the net amount intended for the program/ area plus the gift reimbursement allocation.
- Assessment of a gift allocation will not affect the tax-deductible amount of a donor's gift to the Foundation. Donors will receive one receipt for the full amount of their gift.

Exemptions

The following gifts are exempt from any gift reinvestment allocations

- Gifts received prior to the effective date
- Payments received on pledges documented before the effective date

- Unrestricted gifts
- Non-cash (gifts-in-kind) gifts made to the donation that is used to support the Foundation's mission and fund development activities

Schedule (as approved by the Board)

Gift Size	Allocation
\$0-\$99,999.99	10%
\$100,000-\$499,999.99	7%
\$500,000-\$999,999.99	6%
\$1,000,000-\$1,999,999.99	5%
Over \$2,000,000	3%
Endowed Funds	2%*

- A Two percent endowment allocation will be calculated and assessed to all endowments using the "book value" of the endowment effective December 31, 2013.

Reporting

The Executive Director shall provide summary report for all allocations collected bi-monthly to the Board.

Forms

None

Administration

This policy application, as approved and amended from time to time, is in force until rescinded or replaced, as approved by the Board, by the Board of Directors.

Revision #	Date	Description of Change(s)
1	2017.01.31	Application of reinvestment allocation on donor restricted gifts only.
2		
3		

