

Docket No. 181075714P1

IN THE PROVINCIAL COURT OF ALBERTA
CRIMINAL DIVISION



BETWEEN:

HER MAJESTY THE QUEEN

-and-

TOWN OF WHITECOURT and WOODLANDS COUNTY

BEFORE THE HONOURABLE)
JUDGE R.C. SHAIGEC)
AT WHITECOURT,)
ALBERTA)
)

On Wednesday, the 10th day
of July, 2019.

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

WHEREAS the Town of Whitecourt and Woodlands County each stand convicted of the following offence contrary to the *Environmental Protection and Enhancement Act*, to wit:

Count 11: On or between the 12th day of September 2016 and the 28th day of November 2016, at or near Whitecourt, in the Province of Alberta, did contravene a term or condition of an approval: to wit, Approval No. 49852-01-00, Section 3.1.6 which states:

The approval holder shall not deviate from the design plan and specifications, as submitted under 3.1.2(a), unless the following conditions are met:

- (a) The deviation results in a minor adjustment to the design plan and specifications in 3.1.2(a) to suit field conditions encountered; and
- (b) The deviation will result in an equivalent design performance of the landfill.

And did thereby commit an offence contrary to section 227(e) of the *Environmental Protection and Enhancement Act*.

AND WHEREAS in addition to a fine of \$3,000.00 as against the Town of Whitecourt, 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;

AND WHEREAS in addition to a fine of \$2,000.00 as against Woodlands County, 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;

AND WHEREAS the Court has been informed, with respect to the InnoTech Alberta Inc. Project that:

1. The Project will take place entirely within the existing footprint of the registered landfill at which the work is proposed to be undertaken.
2. The registered landfill, including the research area, has natural geologic materials with permeability that exceed the requirements of s. 6(6)(a) of the *Code of Practice for Landfills*. In other words, in effect, a clay liner is present at the registered landfill.
3. A temporary passive leachate collection system (required for recirculation to occur) will be installed as part of the research program to collect post-irrigation leachate.

4. The trees and underlying soil will be excavated once the treatment is complete and the impact debris and soil will be disposed of or used as daily cover within the active landfill only.
5. The treatment area is in an area that is designed for future waste disposal.
6. The removal of the infrastructure and the temporary leachate collection system shall occur before the landfill cell is used for waste placement.
7. That an Approval or Approval Amendment for the registered landfill is not required due to aforementioned conditions, and, should any other landfill wish to conduct a similar project, an Approval or Approval Amendment could well be required.

IT IS HEREBY ORDERED THAT, pursuant to the provisions of section 234(1) of the *Environmental Protection and Enhancement Act*, the Town of Whitecourt and Woodlands County will comply with the following conditions:

1. That the Town of Whitecourt shall pay Innotech Alberta Inc. the following amounts:
 - a. \$25,000.00 on or before August 28, 2019;
 - b. \$20,000.00 on or before August 28, 2020; and
 - c. \$14,130.00 on or before January 8, 2021.

All funds payable pursuant to this paragraph will be paid for the sole purpose of funding the Innotech Alberta Inc. Project as detailed and described in Schedule "X" hereto. The specific address to which the funds shall be forwarded is: InnoTech Alberta, Attention: Ataullah Khan Mohammed, Sr. Researcher and Technical Lead, 250 Karl Clark Road, Edmonton, Alberta, T6N 1E4.

2. That Woodlands County shall pay Innotech Alberta Inc. the following amounts:
 - a. \$12,500.00 on or before August 28, 2019; and
 - b. \$8,370.00 on or before August 28, 2020.

All funds payable pursuant to this paragraph will be paid for the sole purpose of funding the Innotech Alberta Inc. Project as detailed and described in Schedule "X" hereto. The specific address to which the funds shall be forwarded is: InnoTech Alberta, Attention: Ataullah Khan Mohammed, Sr. Researcher and Technical Lead, 250 Karl Clark Road, Edmonton, Alberta, T6N 1E4.

3. That the Town of Whitecourt and Woodlands County shall only forward the funds as ordered in paragraphs 1 and 2 to Innotech Alberta Inc. upon receiving confirmation from counsel for the Crown that Innotech Alberta Inc. 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 August 7, 2019, the funds referred to in paragraphs 1 and 2 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 11, inclusive of any applicable surcharge.
4. That the Town of Whitecourt shall pay \$7,500.00 to Solid Waste Association of North America, Northern Lights Chapter on or before December 16, 2019 for the sole purpose of funding the Solid Waste Association of North America, Northern Lights Chapter Project as detailed and described in Schedule "Y" hereto. The specific address to which the funds shall be forwarded is: Solid Waste Association of North America – Northern Lights Chapter, Attention:

Sheri Praski, Executive Director, PO Box 3317, Sherwood Park, Alberta, T8H 2T2.

5. That Woodlands County shall pay \$7,500.00 to Solid Waste Association of North America, Northern Lights Chapter on or before August 28, 2019 for the sole purpose of funding the Solid Waste Association of North America, Northern Lights Chapter Project as detailed and described in Schedule "Y" hereto. The specific address to which the funds shall be forwarded is: Solid Waste Association of North America – Northern Lights Chapter, Attention: Sheri Praski, Executive Director, PO Box 3317, Sherwood Park, Alberta, T8H 2T2.
6. That the Town of Whitecourt and Woodlands County shall only forward the funds as ordered in paragraphs 1 and 2 to the Solid Waste Association of North America, Northern Lights Chapter upon receiving confirmation from counsel for the Crown that the Solid Waste Association of North America, Northern Lights Chapter 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 August 7, 2019, the funds referred to in paragraphs 4 and 5 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 11, inclusive of any applicable surcharge.
7. All of the reports produced in accordance with the projects described in paragraphs 1, 2, 4, and 5 shall be available to the public and may be posted on the website of Alberta Environment and Parks or elsewhere.
8. If any conditions or requirements of this Order cannot be met, counsel for the Alberta Crown Prosecution Service, Alberta Environment and Parks, the Town of Whitecourt, Woodlands County, and either Innotech Alberta Inc. (if

such issue relates to Schedule "X") or the Solid Waste Association of North America, Northern Lights Chapter (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.

9. The term of this Order shall be three years from the date hereof to allow sufficient time for completion of the projects described herein.

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

DATED this 10 day of July, 2019, in Whitecourt, in the Province of Alberta.

"R.C. Shaijer"

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

"Stuart Chambers"

Stuart W. Chambers
Solicitor and Agent for the Town of Whitecourt

"Derek King"

Derek J. King
Solicitor and Agent for Woodlands County

Schedule "X"

RECIPIENT AGREEMENT

THIS AGREEMENT is to be 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:

INNOTECH ALBERTA INC.

(the "Recipient")

WHEREAS:

- A. The Province is the administrator of the Sentencing Fund;
- B. Pursuant to a court order issued by the Provincial Court of Alberta made on the 10th of July, 2019, the Town of Whitecourt and Woodlands County was ordered to pay the Sentencing Fund under the creative sentencing provisions of the *Environmental Protection and Enhancement Act*; and
- C. The Province and the Recipient desire to have the Recipient use the Sentencing Fund for the Project in accordance with the Project Proposal.

THEREFORE the parties agree as follows:

1. Definitions and Interpretations

1.1. In this Agreement:

- (a) "**Contract**" means any contract to perform work relating to the Project given by the Recipient to any third parties in accordance with this Agreement;
- (b) "**Contractor**" means a third party who has been awarded a Contract by the Recipient;
- (c) "**Effective Date**" means July 10, 2019;
- (d) "**Eligible Expenses**" means an expense incurred for the Project that meets the Project Details, as further described by Schedules A and B;
- (e) "**Final Report**" means the Final Report to be prepared by the Recipient and delivered to the Province in accordance with Sections 4.5 and 4.6;

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- (f) **"Interim Report"** means an Interim Report to be prepared by the Recipient and delivered to the Province in accordance with Sections 4.3 and 4.4;
- (g) **"Minister"** means the Minister of Environment and Parks and any authorized representative of the Minister;
- (h) **"Project"** means the project set out in Schedule B;
- (i) **"Project Proposal"** means the Recipient's proposal for the Project, as set out in Schedule B;
- (j) **"Sentencing Fund"** means the amount of \$80,000 and any additions to this amount in accordance with this Agreement; and
- (k) **"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 – Eligible Expenses; and

Schedule B – The Project.

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) if there is any conflict between the body of this Agreement and the Schedules, the body of this Agreement prevails, followed by Schedule A;
- (h) 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;

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- (i) 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
- (j) 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

- 2.1. The Province will make arrangements to have the 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 supervise the Project in accordance with the Project Proposal and the terms and conditions of this Agreement.
- 2.3. On receipt of the Sentencing Fund, the Recipient will promptly deposit the amount into an appropriate account, acceptable to the Province, and the Recipient will:
 - (a) maintain a reasonable accounting system to separately identify the Sentencing Fund associated with the Project apart from any other amounts in the account;
 - (b) ensure that, at any given time, the Recipient is able to determine the amount of Sentencing Fund; and
 - (c) allocate any interest earned on the account as a whole, on a *pro rata* basis, to the Sentencing Fund, which then becomes a part of the Sentencing Fund and subject to this Agreement.

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. Without limiting the requirements under Section 3.4, if any of the events in Section 3.2 occurs, the Recipient will promptly take such actions as the Province may direct to correct or rectify such event.

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- 3.4. If the Province believes an expense made using the Sentencing Fund is not an Eligible Expense, then
- (a) the Province will, promptly on becoming aware of a questioned expense, inform the Recipient of its concern, and
 - (b) the Recipient will, within 30 days of the notice from the Province,
 - (i) subject to Section 6.5, reimburse the Sentencing Fund by the amount of the questioned expense and provide evidence to the Province, or
 - (ii) deliver to the Province any materials supporting why the questioned expense should be an Eligible Expense.
- 3.5. After receiving materials under Section 3.4(b)(ii), the Province will, acting reasonably and consistent with the intent of the Project and its Project Proposals, make a final determination regarding whether the questioned expense was an Eligible Expense.
- 3.6. If the Province determines an expense is not an Eligible Expense under Section 3.5, 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 improper expense and provide evidence to the Province within 30 days.
- 4. Management of the Sentencing Fund and Reporting Obligations**
- 4.1. When managing the Sentencing Fund and incurring Eligible Expense, the Recipient will adhere to standards and procedures 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 materials purchased.
- 4.2. The Recipient will deliver to the Province a notice setting out the Recipient's selection of any Contractor together with a copy of the Contract (as may be redacted to delete any prices, rates or other business information from the Contract) at the time any Contract is awarded.
- 4.3. The Recipient will deliver to the Province Interim Reports covering the previous six months of the Project within 15 days of
- (a) January 31 in each of the years 2020, 2021 and 2022; and
 - (b) July 31 in each of the years 2020 and 2021.

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- 4.4. The Recipient will prepare each Interim Report using a template provided by the Province, or if no template has been provided in a format acceptable to the Province, that includes at least the following information:
- (a) a summary of the status of the Project;
 - (b) a summary of all services, supplies, equipment and other expenses incurred or amounts distributed from the Sentencing Fund, including a brief summary of the use to which they were put;
 - (c) a summary of any revenue (including interest) earned from the Sentencing Fund allocated to the Project;
 - (d) the amount of the Sentencing Fund remaining as of the date of the Interim Report;
 - (e) a summary of any delays or problems for the Project experienced or expected; and
 - (f) such other information the Province may reasonably request in advance.
- 4.5. The Recipient will deliver to the Province a Final Report on the earliest of the following:
- (a) within 30 days of the date of an early termination of the Agreement,
 - (b) within 30 days of the date the Sentencing Fund has been exhausted, or
 - (c) July 31, 2022.
- 4.6. The Recipient will prepare the Final Report using a template provided by the Province or, if no template has been provided, in a format acceptable to the Province containing at least the following:
- (a) the information required by the Sections 4.4(a) to 4.4(f) for any period that was not covered by a previous Interim Report;
 - (b) a complete report detailing the use of the Sentencing Fund, including a full accounting of all
 - (i) expenses incurred,
 - (ii) revenue earned; and
 - (iii) amounts remaining in the Sentencing Fund;
 - (c) a certified cheque or bank draft in an amount equal to the remaining amount of the Sentencing Fund; and
 - (d) such other information the Province may reasonably request in advance.

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- 4.7. The Recipient will provide to the Province copies of all reports, including any findings, results, conclusions and recommendations, that are prepared based on the Project, which the Province may use solely for its own purposes.
- 4.8. Notwithstanding anything else in this Agreement, if the Projected is not completed by July 9, 2022,
- (a) the Recipient will immediately stop or cause to be stopped all work on the Project, and
 - (b) the Recipient will not incur any additional Eligible Expenses.
- 4.9. In carrying out this Agreement, 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.
- 4.10. 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.
- 4.11. 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.
- 4.12. The Province is not responsible for the establishment and operation of 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 or their respective employees, contractors or agents in carrying out the Project or using Sentencing Funds.
- 5. Conflict Of Interest And Ethical Conduct**
- 5.1. The Recipient will ensure there are no conflicts of interest or apparent conflicts of interest on the part of the Recipient and their respective employees in relation to
- (a) making any expenditure using the Sentencing Fund,
 - (b) awarding any Contract, and
 - (c) the performance of all work done in relation to the Project, including the selection of any third party contractors or consultants.

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5.2. Without limiting Section 5.1:

- (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 the Agreement or for a Project involves providing advice, making recommendations to the Province or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, the Recipient will provide or carry out such advice, recommendation or discretion impartially and without bias;
- (c) that 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 or connected to the carrying out the obligation under this Agreement or performing a Project, include in awarding a Contract;
- (d) the Recipient will not have any financial interest in any business of a third party that causes, or would appear to cause, a conflict of interest in connection with awarding of a Contract;
- (e) that upon 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 contractors; and
- (f) the Recipient will, and will ensure its employees and contractors, comply with the *Lobbyists Act*.

5.3. In the event 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.

5.4. If the Province reasonably believes the Recipient is or likely to be in a conflict of interest, then Section 6.3 applies.

6. Term and Termination

6.1. The term of this Agreement (the "Term") commences the Effective Date and expires at the earlier of

- (a) the date that the Recipient has completed all of its obligations under this Agreement; or
- (b) 60 days after one party provides notice to the other party that it is ending this Agreement.

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- 6.2. If this Agreement expires under section 6.1(b), the Recipient will deliver a Final Report to the Province within 30 days of the expiry of the Term 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 of 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 is petitioned into bankruptcy or makes an assignment for the benefit of creditors
 - (b) the Recipient is adjudicated bankrupt or insolvent,
 - (c) the Recipient files a petition or institute any proceedings under any bankruptcy or insolvency legislation,
 - (d) the Recipient has its chattels, equipment or supplies seized under process of law for non-payment of debts, or
 - (e) 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(b)(i) or 3.6 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 3.4, 3.5, 3.6, 4.5, 4.10, 4.11, 4.12, 5.3, 6.2, 6.5, 6.6 and 7.2 survive the expiry of the Term or the earlier termination of this Agreement
- 7.2. 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

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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:

InnoTech Alberta
250 Karl Clark Road
Edmonton, Alberta
Canada T6N 1E4

Attn: Ataullah Khan Mohammed
Sr. Researcher and Technical Lead
Tel: 780-632-8206
Email:
Ataullah.Mohammed@innotechalberta.ca

7.3. 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
- (f) may not be assigned by the Recipient without the prior written consent of the Province.

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- 7.4. The Recipient represents to the Province that the persons signing this Agreement on behalf of the Recipient has authority to bind their respective entities and that all resolutions and other actions required to enter this Agreement have been properly completed.

IN WITNESS WHEREOF the Parties have signed this Agreement effective as of the Effective Date

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

Hanneke Brooymans
Justice Liaison

INNOTECH ALBERTA INC.

Ataullah Khan Mohammed
Sr. Researcher & Technical Lead

Earl Jenson
Team Lead

Julius Pretorius
Functional Manager

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Schedule A

Eligible Expenses

When utilizing the Sentencing Fund, the Recipient agrees an Eligible Expense is an expense actually incurred by the Recipient for the Project in accordance with the Project Proposal.

The Recipient acknowledges and agrees that expenditures that do not meet the definition of an Eligible Expense include:

- expenses that are not reasonably connected to the Project Proposal;
- expenses that have no connection to the Province;
- amounts incurred contrary to the conflict of interest and ethical conduct provisions in Section 5,
- expenses incurred conducting an activity
 - in violation of any environmental law, or
 - that is not compliant with any required permit, licence or approval;
- amounts to pay any fine, penalty, restitution, clean up, or to correct a violation of any environmental law or noncompliance with any permit, licence or approval by the Recipient, its employees or any person acting on behalf of the Recipient;
- fees or honoraria paid to members of the Recipient unless in accordance with this Agreement and directly related to the Project, and
- out of province travel.

This list is not exhaustive and the Recipient is responsible to ensure all uses of the Sentencing Fund is only used for Eligible Expenses. If the Recipient is unsure whether a proposed expense is a Eligible Expense, it may contact the Province to discuss prior to incurring such expense.

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Schedule B

The Project

The Project Proposal:

The Project Proposal is attached as Appendix 1 to this Schedule B, and is incorporated into and forms a part of this Schedule, except that if there is any disagreement with the Agreement, including Schedule A of this Agreement, the Agreement prevails.

The Project is the project that is described in the Project Proposal.

Additional Requirements for the Project:

The Recipient will complete the Project in accordance with the Project Proposal. Any material change or variation from the Project Proposal must be consented to by the Province.

The Province acknowledges that the Project Proposal is sufficient notice under section 4.2 of the Agreement regarding the use of the Westlock Regional Waste Management Commission and the Canadian Forest Service as contractors for the Project.

Notwithstanding anything set out in the Project Proposal, the Recipient agrees that it will ensure the Westlock Regional Waste Management Commission is provided at least \$14,000 from the Sentencing Fund in order to complete its portion of the activities relating to the Project.

Proposal



InnoTech Alberta Inc.
Hwy 16A & 75 Street
Vegreville, Alberta T9C 1T4

Landfill Leachate Testing for Fertigation of Populus - *A Passive Treatment Tool or Liability ?*

Prepared by
InnoTech Alberta Inc.
Ataullah Khan Mohammed, PhD
Senior Researcher and Technical Specialist
Bio-ThermoChemical Processing
Analyses and Testing Services

May 30 2019

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INNOTECH ALBERTA INC.

Pursuant to the Alberta Research and Innovation Amendment Act, 2016 (the "Act") Alberta Innovates - Technology Futures ("AITF"), along with the other Alberta Innovates provincial corporations (Alberta Innovates - Bio Solutions, Alberta Innovates - Energy and Environment Solutions, and Alberta Innovates - Health Solutions) were dissolved. Effective November 1, 2016 a single Alberta Innovates corporation was created under the Act. In conjunction, the Lieutenant Governor in Council approved the incorporation of a Provincial corporation to be a wholly owned subsidiary of Alberta Innovates. InnoTech Alberta Inc.'s purpose is to provide applied research services. InnoTech Alberta Inc. like its predecessor, Alberta Research Council, will continue to focus on working with our clients to deliver innovative solutions to address industry challenges.

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PURPOSE AND BACKGROUND

Westlock regional landfill produces between 10,000 to 20,000 m³ of leachate annually. The produced quantities vary depending on the precipitation received annually. In the past, landfill would send its leachates to the local waste water treatment plant and incur a cost of \$12.5/m³ in disposal costs. However, due to changes in its composition, the landfill is now required to dispose its leachates in deep underground wells, which is costing them \$40/m³ in disposal costs. The disposal cost overburden to the landfill varies between \$27,500 to \$55,000 annually. Westlock Regional Waste Management Commission, which operates the Westlock regional landfill is seriously considering changes to its tipping fee structure in order to offset the additional leachate disposal costs and make its operations economically sustainable.

There are several leachate treatment options available on the market, ranging from biological, chemical, thermal to membrane filtration. However, none of them are competitive with the current deep well disposal costs. A majority of rural municipalities in Alberta are faced with a similar situation and seeking cost effective and passive landfill leachate remediation technologies to arrest the ever-growing transportation and disposal costs.

Sanitary landfill leachates can vary considerably in composition, depending on the age and type of waste within the landfill, containing both dissolved and suspended organic and inorganic material. Therefore, a thorough characterization of the background landfill leachates will be carried out to determine its baseline characteristics and assess the challenges at the start of the project. As a general rule, leachate is characterized by high values of BOD, COD, pH, ammonia nitrogen and heavy metals, as well as strong color and bad odor. At the same time, the characteristics of the leachate also vary with regard to the landfill's age, younger landfills generate leachates with high concentration of biodegradable organic matter. Based on the preliminary assessment of the leachate sample results from 2018 testing it appears that the Westlock Landfill cell #5 is relatively new and represents a low grade of complexity compared to other aged (stabilized) landfill leachates.

Plants like poplar (*Populus* spp.) and willow (*Salix* spp.) are used for phytoremediation. These fast-growing tree species have several advantages over herbaceous species. They have deeper and denser root systems and have high growth rates resulting in high levels of water use

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through transpiration. Depending on the site conditions and the nature of the material, these species have been found to stabilize, clean, and restore hazardous sites and at the same time produce wood fibre for down stream applications. These species planted as vegetation filters will facilitate excess nutrient uptake, reduce soil erosion, provide habitat for numerous organisms above and below ground, and enhance a site's visual characteristics.

In the current project, InnoTech Alberta in collaboration with Natural Resources Canada, Canadian Forest Service, will evaluate the efficacy of irrigating poplar trees with landfill leachates and determine the fate of the leachate and its constituents. The Canadian Forest Service (CFS) through its Canadian Wood Fibre Centre (CWFC) based out of Edmonton has been researching the use of willows and poplars in mitigating the issues with lagoon stored municipal wastewaters and biosolids for the past decade and have conducted successful demonstrations in Whitecourt, Camrose, Beaver Lodge, Grand Prairie and Edmonton, Alberta. The CFS will be responsible for sourcing or providing guidance and technical knowledge on above ground irrigation systems, irrigation rates, installation of pore waters (maximum depth 60 cm), and tree response in this multi-year research initiative. InnoTech brings technical knowhow and state-of the art analytical capability on leachate testing for both inorganic and organic contaminants and will be sampling and testing both as-generated and treated leachates periodically.

To its advantage, Westlock regional landfill already hosts a 15 year old hybrid poplar plantation on its site. The plantation is situated just across from landfill cell #5, from where the leachates will be drawn for the proposed trials and furthermore, the site is also equipped with test wells for monitoring surface water quality. The test wells will be put to use for periodic sampling to assess for any leachates run-offs. In order to maintain full compliance with all relevant legislation, and in particular the Code of Practice for Landfills, the project will ensure no leachate leaves the landfill area by ensuring there is a leachate collection system within the project area.

The proposed project will be executed in two phases. Phase-I would involve site preparation, site containment (berm setup), irrigation set-up, installation of pore waters and a leachate

Schedule "X"

collection well systems. The Phase-II will involve regular irrigation and sampling for the purposes of testing leachate waters and soil samples periodically.

WORKPLAN

Site Description:

The Westlock Regional (WLR) Landfill is a Class II Landfill, which is located 5 km southeast of Westlock. Currently the Landfill accepts waste from the Town and County of Westlock. As per the landfill monitoring report, this site was chosen, since the ground geology was well-suited for landfill development with no identified ground-water aquifers and no pre-glacial sand/gravel deposits beneath.

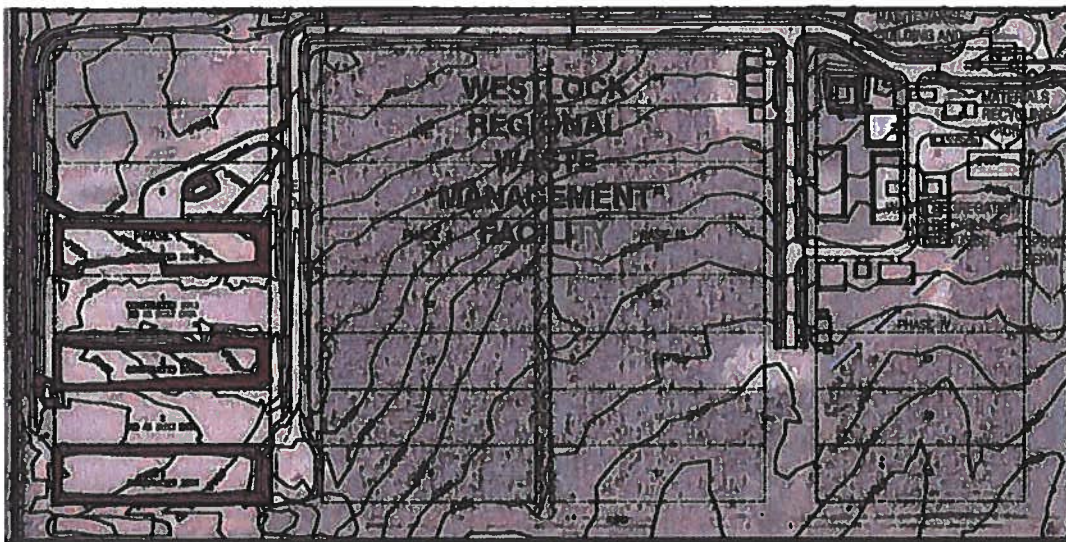


Figure 1: Westlock Regional Landfill Footprint

The WLR Landfill has a significant footprint and is divided into four sectors. Each sector has capacity to accommodate 8 landfill cells of 160 metres long and 40 metres wide. Currently the Cell 5 of the Phase-1 is being actively utilized, as shown in the image above (Figure 1). The landfill runs a comprehensive environmental monitoring program on the water samples collected from storm water retention ponds as well as the groundwater monitoring wells on site.

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Project Plan:

The field trials will be established on an existing poplar plantation located across from landfill cell #5. A three hectare area with a uniform distribution of trees (minimal holes in the canopy) will be selected. This area will be divided into 6 irrigation zones over which the irrigation will cycle from zone to zone over time until the desired daily volume of water is applied. The irrigation amount during any one cycle must not exceed the soil water holding capacity. The cycling of the irrigation will allow time for the leachate water to move into the rooting zone and the trees to utilize the water.

Irrigation water will be applied using impact type sprinklers connected via hose to a mainline originating at a holding tank. Sprinkler size and placement will be governed by the size and shape of each irrigation zone such that the leachate is applied evenly over each zone. A pump and filter system will be located at the site of the holding tank. Irrigation will be controlled using a commercially available computer control system typically used for golf course irrigation and wireless valve controllers at each zone. We will begin by applying approximately 5 mm of water per day to each zone, adjusting this rate based on soil moisture monitoring.

Irrigation will begin once the leaves have developed in tree canopy in order to maximize transpiration. Irrigation will occur daily, for approximately 100-days between June-September. Irrigation will not occur for two days after a rain event of greater than 10 mm. This will be controlled by the irrigation computer.

Meter® Legacy pore water samplers will be installed in the centre and at the edges of 3 of the irrigation zones. Pore water samples will be collected from 30 cm and 60 cm below the soil surface subject to soil site conditions. Soil samples will be collected from 0-15, 15-30 and 30-60 below the surface and chemical analysis conducted (see below). Soil moisture content and soil temperature will be monitored.

Pre-Trial Project activities will include:

1. Site cleanup and preparation on the existing poplar tree plantation
2. Construction of berms and run-off water collection well system
3. Set-up of over the ground leachate sprinkler irrigation system

Schedule "X"

4. Background testing of leachates, ground water, soil and plant tissue to establish baseline.
5. Establishment of tree monitoring plots, soil pore water samplers, and soil moisture potential and temperature sensors installed.

Trial Project activities will include:

6. Irrigation of poplar tree strands for a period of 100-days each year between June and August
7. Rigorous monitoring and testing of leachates, run-off leachate waters, tissue samples annually
8. Technical Reports documenting the fate of leachates pre- and post-trial (irrigation).
9. Tree responses to leachate irrigation vs control (natural precipitation).

TESTING RECOMMENDATIONS

The test program will include comprehensive testing of landfill leachate (pre-irrigation), run-off waters collected in pore waters and collection wells (post-irrigation) and limited soil and plant tissue analyses as described below.

Landfill Leachate Test Parameters: BOD (biological oxygen demand), COD (chemical oxygen demand), TOC (total organic carbon), TSS (total suspended solids), pH, EC, Total Alkalinity, Chloride, Fluoride, Hardness (Ca^{2+} , Mg^{2+}), TAN (Ammoniacal Nitrogen), Nitrate-Nitrite, TOX (total Organic Halides), Total Metals (as per CCME), BTXS, F1-F4 fractions, PCBs, oils & grease.

Soil Test Parameters: Saturated Paste Extraction (pH, EC, Sodacity, Cl^-), Macronutrients (NPK), Micronutrients (Zn, Mn, Fe, Cu, B, Cl), CEC (cation exchange capacity), Heavy Metals, hydraulic conductivity;

Plant Tissue Test Parameters: Macro (NPK) / Micro (Zn, Mn, Fe, Cu, B, Mo, Cl, S, Ca, Mg, Na) Nutrients and heavy metals (as per CCME)

TESTING FREQUENCY

Landfill Leachate: Annually, prior to start of irrigation cycle (background composition determination). InnoTech will analyzed the as-received landfill leachate samples.

Run-off Waters: There will be two categories of run-off waters anticipated, firstly the ones collected in the pore water collectors and secondly the ones collected in the collection wells. Pore water collected at 30 cm and 60 cm will be analyzed. The water sampling and analyses will

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be conducted bi-annually (ie., 50 day and 100 day cycles). The pore water sampling and analyses will be undertaken by CFS, while the collection well water sampling and analyses will be conducted by InnoTech.

Soils: The soil sampling will be annually ie., at the end of each 100-day irrigation cycle. Prior to the commencement of the irrigation trials, Pre-trial soil sampling and testing will be to generate background soil data be conducted. InnoTech will be responsible for the same.

Plant Tissue: Plant tissue and tree growth responses (Height, Diameter) will be conducted annually ie., towards the end of each 100-day irrigation cycle. Pre-trial background plant tissue testing. InnoTech will be responsible for the same.

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**FINANCIAL CONSIDERATIONS**

The project will commence in July, 2019 and would end on June, 2022 with final reporting due on July 31, 2022. The cost break down for various participating organization is shown below:

Organization	Year 1 (19/20)	Year 2 (20/21)	Year 3 (21/22)	Total
InnoTech Alberta	\$11,000	\$11,000	\$11,000	\$33,000
Canadian Forest Service	\$11,000	\$11,000	\$11,000	\$33,000
Westlock Regional Landfill	\$14,000	-	-	\$14,000
Total	\$36,000	\$22,000	\$22,000	\$80,000

InnoTech Alberta will be provide \$80,000 in funding through the Provincial government to complete the project. Both CFS and WLR landfill commission will be sub-contractors to InnoTech Alberta. The cost breakdown for each organization's activities are shown below:

InnoTech Alberta	Year 1 (19/20)	Year 2 (20/21)	Year 3 (21/22)	Total
Project Management and Reporting	\$2,200	\$2,200	\$2,200	\$6,600
Field Work	\$2,200	\$2,200	\$2,200	\$6,600
Analyses & Testing	\$6,600	\$6,600	\$6,600	\$19,800
Total	\$11,000	\$11,000	\$11,000	\$33,000

Canadian Forest Service	Year 1 (19/20)	Year 2 (20/21)	Year 3 (21/22)	Total
Labor	\$5,000	\$5,000	\$5,000	\$15,000
Travel	\$3,000	\$3,000	\$3,000	\$9,000
Equipment & Testing	\$3,000	\$3,000	\$3,000	\$9,000
Total	\$11,000	\$11,000	\$11,000	\$33,000

Westlock Regional Landfill	Year 1 (19/20)	Year 2 (20/21)	Year 3 (21/22)	Total
Sub-contract	\$14,000	-	-	\$14,000
Total	\$14,000			\$14,000

STAFFING

InnoTech Alberta's Bio-ThermoChemical Processing Technologies Team specializes in valorization of residuals from Forestry, Agriculture and Municipal Waste collection operations into value add products including biofuels, biomaterials and bioenergy using biological, thermal and/or chemical treatment technologies.

InnoTech Alberta project activities will be led by Ataullah Khan Mohammed, PhD with support from Sylvanus Ekwe, PhD. Canadian Forest Service and WLR landfill will function as external collaborating partners offering support services to the Project. The irrigation system design, application rate, pore water installation, run-off water samples and tree growth response activities will be managed by Canadian Forest Service. Berm construction, site development, leachate irrigation system installation, run-off water collection well will be handled by WLR landfill commission.

InnoTech Alberta personnel working on this project:

- *Ataullah Khan Mohammed, PhD:*
Ataullah is a senior scientist and technical specialist within the Bio-Thermo Chemical Processing area at InnoTech Alberta. He is also the sector lead for bioenergy initiative at the BQNC (Biomass Quality Network Canada) and a technical committee member on Canadian Mirror Committee to ISO/TC 238:Solid Biofuels. At InnoTech Alberta, his research is focused on valorization of waste biogenic residuals into value added products and development of product safety testing protocols.
- *Sylvanus Ekwe, PhD*
Sylvanus is a biochemist with specialty in organic waste-to-energy biotechnology and applied environmental biotechnology solutions. During the last ten years, his experience in organic waste utilization includes fundamental and applied research focused on technical feasibility, process development and process optimization of feedstock pre-treatment, organic waste biomethanation and enzymatic conversion of lignocellulosic biomass for biofuels, renewable chemicals and high-value bioproducts. Sylvanus has also worked on the bioremediation of contaminated soils, sediment and water systems using natural and engineered microorganisms; biomonitoring of trace element pollution from coal-fired power plants.

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**External collaborators working on this project:****Westlock Regional Waste Management Commission**

- *Tom Moore, BSc., BASc*

Tom Moore is the Commission Manager for the Westlock Regional Waste Management Commission in Westlock, Alberta, and owner of Tom Moore Consulting. Tom has over 14 years of experience in Policy Development, Bylaw Development, H&S program development in addition to 8 years of experience in the waste management field.

Canadian Forest Service (CFS)

- *Richard F. Krygier, H.BSc., MSc., RPF*

Richard is a research project lead with the Canadian Forest Service, Natural Resources Canada. Richard completed his Bachelor of Science in Forestry and his Master of Science in Forestry, at Lakehead University in Thunder Bay, Ontario. He spent the first 14 years of his career working for a number of forestry companies in Ontario, British Columbia and Alberta doing operational silviculture and forest management. In 2001 he joined the Canadian Forest Service, focusing on reforestation research. In 2005, he transitioned into intensive fibre management research; specifically intensive silviculture and short rotation woody crops. He has been investigating the application of wastewater and biosolids to willows and poplars as a means to increase fibre yield and as an alternative to traditional waste treatment methods. Richard has recently expanded his work to the use of willows for phytoremediation and restoration of forest ecosystems disturbed by industrial activity like oil sands development.

- *Martin Blank, BSc*

Martin is a wood fibre and bioremediation technician with the Canadian Wood Fibre Centre. He is involved with the research and use of municipal sewage and industrial wastes on short rotation woody crops to increase biomass and act as an alternative to traditional waste management systems.

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RECIPIENT AGREEMENT

THIS AGREEMENT is to be 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:

**SOLID WASTE ASSOCIATION OF NORTH AMERICA,
NORTHERN LIGHTS CHAPTER**

(the "Recipient")

WHEREAS:

- A. The Province is the administrator of the Sentencing Fund;
- B. Pursuant to a court order issued by the Provincial Court of Alberta made on the 10th of July, 2019, Town of Whitecourt and Woodlands County was ordered to pay the Sentencing Fund under the creative sentencing provisions of the *Environmental Protection and Enhancement Act*; and
- C. The Province and the Recipient desire to have the Recipient use the Sentencing Fund for the Project in accordance with the Project Proposal.

THEREFORE the parties agree as follows:

1. Definitions and Interpretations

1.1. In this Agreement:

- (a) "**Effective Date**" means July 10, 2019;
- (b) "**Eligible Expenses**" means an expense incurred for the Project as further described by Schedules A and B;
- (c) "**Final Report**" means the Final Report to be prepared by the Recipient and delivered to the Province in accordance with Sections 4.5 and 4.6;
- (d) "**Interim Report**" means an Interim Report to be prepared by the Recipient and delivered to the Province in accordance with Sections 4.3 and 4.4;
- (e) "**Minister**" means the Minister of Environment and Parks and any authorized representative of the Minister;

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- (f) "Project" means the project as described in Schedule B;
 - (g) "Project Proposal" means the proposal for the Project set out in Schedule B;
 - (h) "Sentencing Fund" means the amount of \$15,000 and any additions to this amount in accordance with this Agreement; and
 - (i) "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 – Eligible Expenses; and
 - Schedule B – The Project.
- 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) if there is any conflict between the body of this Agreement and the Schedules, the body of this Agreement prevails, followed by Schedule A;
 - (h) 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;
 - (i) 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
 - (j) 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.

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2. Payment to Recipient

- 2.1. The Province will make arrangements to have the 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 supervise the Project in accordance with the Project Proposal and the terms and conditions of this Agreement.
- 2.3. On receipt of the Sentencing Fund, the Recipient will promptly deposit the amount into an appropriate account, acceptable to the Province, and the Recipient will:
 - (a) maintain a reasonable accounting system to separately identify the Sentencing Fund associated with the Project apart from any other amounts in the account;
 - (b) ensure that, at any given time, the Recipient is able to determine the amount of Sentencing Fund; and
 - (c) allocate any amounts earned on the Sentencing Fund, including interest on a *pro rata* basis if the Sentencing Fund is not maintained in a separate account, to the Sentencing Fund, which then becomes a part of the Sentencing Fund and subject to this Agreement.

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. Without limiting the requirements under Section 3.4, if any of the events in Section 3.2 occurs, the Recipient will promptly take such actions as the Province may direct to correct or rectify such event.
- 3.4. If the Province believes an expense made using the Sentencing Fund is not an Eligible Expense, then
 - (a) the Province will, promptly on becoming aware of a questioned expense, inform the Recipient of its concern, and
 - (b) the Recipient will, within 30 days of the notice from the Province,
 - (i) subject to Section 6.4, reimburse the Sentencing Fund by the amount of the questioned expense and provide evidence to the Province, or

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- (ii) deliver to the Province any materials supporting why the questioned expense should be an Eligible Expense.
- 3.5. After receiving materials under Section 3.4(b)(ii), the Province will, acting reasonably and consistent with the intent of the Project and its Project Proposals, make a final determination regarding whether the questioned expense was an Eligible Expense.
- 3.6. If the Province determines an expense is not an Eligible Expense under Section 3.5, the Recipient agrees to be bound by the decision of the Province and, subject to Section 6.4, will promptly reimburse the Sentencing Fund by the amount of the improper expense and provide evidence to the Province within 30 days.
- 4. Management of the Sentencing Fund and Reporting Obligations**
- 4.1. When managing the Sentencing Fund and incurring Eligible Expense, the Recipient will adhere to practices, standards and procedures 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.
- 4.2. Except as permitted in Schedule A, the Recipient may not use the Sentencing Funds to pay for any contractors or subcontracts associated with the delivery of the Project.
- 4.3. The Recipient will deliver to the Province Interim Reports covering the previous six months of the Project within 15 days of
- (a) January 31 in each of the years 2020, 2021 and 2022; and
 - (b) July 31 in each of the years 2020 and 2021.
- 4.4. The Recipient will prepare each Interim Report using a template provided by the Province, or if no template has been provided in a format acceptable to the Province, that includes at least the following information:
- (a) a summary of the status of the Project;
 - (b) a list of person and organizations who have received funding through the Sentencing Fund since the previous Interim Report;
 - (c) a summary of all amount expended from the Sentencing Fund, including a brief summary of the use to which they were put;
 - (d) a summary of any revenue (including interest) earned from the Sentencing Fund;
 - (e) the amount of the Sentencing Fund remaining as at the date of the Interim Report was prepared;

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- (f) a summary of any delays or problems for the Project experienced or expected; and
 - (g) such other information the Province may reasonably request in advance.
- 4.5. The Recipient will deliver to the Province a Final Report on the earliest of the following:
- (a) within 30 days of the date of an early termination of the Agreement,
 - (b) within 30 days of the date the Sentencing Fund has been exhausted, or
 - (c) August 31, 2022.
- 4.6. The Recipient will prepare the Final Report using a template provided by the Province or, if no template has been provided, in a format acceptable to the Province containing at least the following:
- (a) the information required by the Sections 4.4(a) to 4.4(g) for any period that was not covered by a previous Interim Report;
 - (b) a complete report detailing the use of the Sentencing Fund, including a full accounting of all
 - (i) expenses incurred,
 - (ii) revenue earned; and
 - (iii) amounts remaining in the Sentencing Fund;
 - (c) a certified cheque or bank draft in an amount equal to the remaining amount of the Sentencing Fund; and
 - (d) such other information the Province may reasonably request in advance.
- 4.7. Notwithstanding anything else in this Agreement, if the Projected is not completed by July 10, 2022
- (a) the Recipient will immediately stop or cause to be stopped all work on the Project, and
 - (b) the Recipient will not incur any additional Eligible Expenses.
- 4.8. In carrying out this Agreement, 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.

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- 4.9. 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.
- 4.10. 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 as set out in this Agreement or in consultation with and the approval of the Province as to the contents of the announcement or press release.
- 4.11. The Province is not responsible for the establishment and operation of 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 or their respective employees, contractors or agents in carrying out the Project or using Sentencing Funds.
- 5. Conflict Of Interest And Ethical Conduct**
- 5.1. The Recipient will ensure there are no conflicts of interest or apparent conflicts of interest on the part of the Recipient and their respective employees in relation to
- (a) making any expenditure using the Sentencing Fund, and
 - (b) selecting persons or companies to receive funding from the Sentencing Fund.
- 5.2. Without limiting Section 5.1:
- (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 the Agreement or for a Project involves providing advice, making recommendations to the Province or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, the Recipient will provide or carry out such advice, recommendation or discretion impartially and without bias;
 - (c) that 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 or connected to the carrying out the obligation under this Agreement or performing a Project;
 - (d) the Recipient will not have any financial interest in any business of a third party that causes, or would appear to cause, a conflict of interest in connection with providing funding through the Sentencing Fund;
 - (e) that upon request by the Province, the Recipient will deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or

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observed by the Recipient in its business practices or in relation to its employees or contractors; and

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

5.3. In the event 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.

5.4. If the Province reasonably believes the Recipient is or likely to be in a conflict of interest, then Section 6.2 applies.

6. Term and Termination

6.1. The term of this Agreement (the "Term") commences the Effective Date and expires at the earlier of

- (a) the date that the Recipient has completed all of its obligations under this Agreement; or
- (b) 60 days after one party provides notice to the other party that it is terminating this Agreement.

6.2. 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 of 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 is petitioned into bankruptcy or makes an assignment for the benefit of creditors
- (b) the Recipient is adjudicated bankrupt or insolvent,
- (c) the Recipient files a petition or institute any proceedings under any bankruptcy or insolvency legislation,
- (d) the Recipient has its chattels, equipment or supplies seized under process of law for non-payment of debts, or
- (e) the Recipient is the subject of an appointment of a receiver or trustee in bankruptcy.

6.3. The Recipient will immediately advise the Province if it has reason to believe any of the events in Section 6.2 may occur, in which case the Province is deemed to have a reasonable belief that such event may imminently occur.

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- 6.4. If Sections 3.4(b)(i) or 3.6 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.
- 6.5. 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 3.4, 3.5, 3.6, 4.6, 4.9, 4.10, 4.11, 5.3, 6.4, 6.5 and 7.2 survive the expiry of the Term or the earlier termination of this Agreement
- 7.2. 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:

Solid Waste Association of North
America – Northern Lights Chapter
PO Box 3317
Sherwood Park, AB T8H 2T2

Attn: Sheri Praski
Executive Director
Tel: 306-227-8183
Email: sheripraski@baudoux.ca

7.3. 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
- (f) may not be assigned by the Recipient without the prior written consent of the Province.

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- 7.4. The Recipient represents to the Province that the persons signing this Agreement on behalf of the Recipient has authority to bind their respective entities and that all resolutions and other actions required to enter this Agreement have been properly completed.

IN WITNESS WHEREOF the Parties have signed this Agreement effective as of the Effective Date

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

Hanneke Brooymans
Justice Liaison

**SOLID WASTE ASSOCIATION OF NORTH AMERICA
NORTHERN LIGHTS CHAPTER**

Sheri Praski
Executive Director

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Schedule A

Eligible Expenses

When utilizing the Sentencing Fund, the Recipient agrees the only Eligible Expenses are

- i. registration fees of up to \$275 per participant attending the Training Course (as that term is defined in Schedule B);
- ii. a reasonable honorarium to faculty presenting at the Training Course; and
- iii. administration costs relating to the Training Course,

provided that the amounts paid for items ii. and iii. above do not exceed 10% of the total amount of the Sentencing Fund.

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Schedule B

The Project Proposal

The Project

The Recipient provides a leachate management course (the "Training Course") it offers to landfill operators. Subject to the restrictions in Schedule A, the Project comprises the Recipient utilizing the Sentencing Fund to pay fees and other Eligible Expenses to permit approximately 50 Alberta-based participants to attend the Training Course. The Recipient intends to offer funding on a first come, first served basis, but may with the consent of the Province add other criteria for determining who may receive funding from the Project.

Additional Commitments

In addition to the conditions and obligations set out in the Agreement, the Recipient will comply with the following during the Term:

- The Recipient will include a statement on its Website, and any other formats it may use to advertise the availability of the Sentencing Fund, a statement that the funding for the Project was provided through a creative sentencing resulting from the prosecution of a landfill offense.
- The Recipient will include a one-hour time slot during each session of the Training Course in which the Province's compliance and policy staff for landfill and waste management may present and discuss case studies from real-life leachate management and related situations, and answer questions from the attendees. This commitment is subject to the availability of the appropriate staff members, however the Recipient will work with the Province sufficiently in advance of each session to schedule and arrange for the participation of the Province's staff.