

**CLEARWATER COUNTY COUNCIL AGENDA**  
**February 24, 2015**  
**9:00 A.M.**  
**Council Chambers**  
**4340 – 47 Avenue, Rocky Mountain House AB**

**9:30 A.M. Delegation – School Resource Officers,  
Cst. Harold Smits and Cst. Heather Munro**

**A. CALL TO ORDER**

**B. AGENDA ADOPTION**

**C. CONFIRMATION OF MINUTES**

1. February 10, 2015 Regular Meeting Minutes

**D. PUBLIC WORKS**

1. Final Policy Review: Road Use Policy for Industrial/Commercial Truck Hauls
2. Final DRAFT Policy: Endeavour To Assist
3. Tender Award: Replacement Motor Grader and 84” Padfoot Packer

**E. DELEGATION**

1. 9:30 A.M. School Resource Officers, Cst. Harold Smits and Cst. Heather Munro

**F. COMMUNITY & PROTECTIVE SERVICES**

1. Clearwater County Highway Patrol 2014 Annual Report
2. Town of Sundre – Fire Services Agreement

**G. MUNICIPAL**

1. Electronic Voting Machines/Election 2017
2. Final DRAFT Policy: Reimbursement of Legal Costs
3. Invitation from Mayor’s Office, Drayton Valley

**H. INFORMATION**

1. CAO’s Report
2. Public Works Director’s Report
3. Accounts Payable Listing

**I. ADJOURNMENT**

***TABLED ITEMS***

**Date**                      **Item, Reason and Status**

**01/13/15**                      **014/15 Motion for Tax Rate Approval**  
**STATUS: Pending Information, Corporate Services**

**02/10/15**                      **050/15 Aurora Community Centre Grant Request**  
**STATUS: Pending Information and Delegation from Aurora Community Centre, Community & Protective Services**

**02/10/15**                      **055/15 MGA Review – Questions for Ministerial Forum**  
**STATUS: Pending Information, Municipal**



## Agenda Item

<b>Project:</b> Road Use Policy for Industrial/Commercial Truck Hauls - Final Draft Review	
<b>Presentation Date:</b> February 24, 2015	
<b>Department:</b> Public Works	<b>Author:</b> Marshall Morton/ Charlene Johnson
<b>Budget Implication:</b> <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation	
<b>Strategic Area:</b> Infrastructure & Asset Management	<b>Goal:</b> To effectively manage the financial and physical assets of the County in order to support the growth and development of the County while obtaining maximum value from County owned infrastructure and structures.
<b>Legislative Direction:</b> <input type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) _____ <input checked="" type="checkbox"/> County Bylaw or Policy (cite)- Road Use Policy for Industrial/Commercial Truck Hauls	
<b>Recommendation:</b>  <b>#1)</b> That Council reviews and approves the final draft of the Road Use Policy for Industrial/Commercial Truck Hauls which also includes revisions to the Road Use Agreement, Schedule A	

**Background:** The Administration presented the first draft of the Road Use Policy for Industrial/Commercial Truck Hauls to Council at the February 10, 2015, Council Meeting. As requested, staff have made the revisions to the policy which are attached for your review. Upon acceptance of the final draft, this policy will be added to Council's Policy list.

The Road Use Policy for Industrial/Commercial Truck Hauls has also been attached and revised to reflect the decision of Council as follows:

1. The following conditions has been added/ revised on the Road Use Agreement (Schedule A):

- Mud tracked from a gravel road or lease site on to a public road must be removed immediately
  - Service rigs that cannot meet surfaced road weights must be hauled on a wheeler
2. Loading and unloading on County roads has been clarified to include the location where the load/unload is taking place and that parking is not allowed along the side of the road.
  3. Policy now reflects that during a snow event, blading of haul routes is necessary prior to and during a move.
  4. And lastly, as per direction from Council, policy defines a snow event as generally more than 10 cm of snow.

(See Attached)



**ROAD USE AGREEMENT**

**PERMIT NUMBER**

**CC-15-**

**Permit Holder Information**

Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_ Fax Number \_\_\_\_\_

**Trucking Company Information**

Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_ Fax Number \_\_\_\_\_

**Load Information**

Number of Loads	Load Description
ROUTE	

% Axle Allowance \_\_\_\_\_ Provincial Permit No. \_\_\_\_\_

Surface Moving From \_\_\_\_\_ Surface Moving To \_\_\_\_\_

Start Date of Move \_\_\_\_\_ End Date of the Move \_\_\_\_\_

**Required Conditions:**

- It is understood that all loads will be in compliance with Clearwater County Road Weights Control Policy dated February 24, 2009 (revised January 13, 2014).**
- Dust / Ice control will be supplied by permit holder. Dust control must be in place at least one hour prior to rig move or haul commencement.
- During a snow event, the permit holder is entirely responsible, prior to & during the move, for the blading of Clearwater County roads which are part of the approved haul route.
- Grader maintenance on Clearwater County road to be undertaken by the permit holder while haul is in progress. This grader maintenance shall keep the road surface in the same or better condition as it was prior to the haul commencing.
- Road damages will be at the sole expense of the permit holder.
- Road repairs will be undertaken to the Municipalities satisfaction and will be at the sole cost of the permit holder. The Haul route shall be evaluated by the permit holder upon completion of the haul to determine all areas which require repair. If re-gravelling is required the rate at which these areas will be graveled will be determined by a Clearwater County representative. 20 mm gravel shall be used for regravelling.
- In case of rain and or wet conditions, the trucks are to be stopped immediately in order to protect the road from damage.
- Dry or frozen track
- Mud tracked from a gravel road or lease site on to a public road must be removed immediately.
- Service rigs that cannot meet surfaced road weights must be hauled on a wheeler
- FULL PERMIT MUST BE CARRIED IN VEHICLE. TRUCKING COMPANY IS AN AGENT OF THE PERMIT HOLDER. PERMIT MUST BE PRESENTED UPON REQUEST BY PEACE OFFICERS. CLEARWATER COUNTY WILL MONITOR THE ROADS AND STOP THE PROJECT IF NECESSARY.**

**Terms and conditions of this agreement acknowledged and agreed to:**

Signed Date \_\_\_\_\_ Time Issued \_\_\_\_\_

Name (please print) \_\_\_\_\_ Witness \_\_\_\_\_

Permit Holder \_\_\_\_\_ Clearwater \_\_\_\_\_

Signature \_\_\_\_\_ Rep. signature \_\_\_\_\_

# Clearwater County

## ROAD USE POLICY FOR INDUSTRIAL / COMMERCIAL TRUCK HAULS

**EFFECTIVE DATE:** June 24, 2008  
**Revision:** February 24, 2015  
**SECTION:** Public Works

### **POLICY STATEMENT:**

The purpose of this policy is to define Council's expectations for staff to follow when dealing with truck hauls on County Roads.

For purposes of implementing and interpreting this policy, the following principles apply:

- All roads maintained by the County are for public use (including trucks).
- The County will regulate truck traffic to the extent that is necessary to ensure safe travel for all users of the roadway.
- Although all roads are for public use, no user will have the right to damage a roadway beyond that experienced through normal use without the permission of the County.
- Any users that damage roads beyond that expected through normal use, shall pay for any damages.
- During times of major truck hauls, (i.e. generally more than 5 trips in any given one-hour period) the prime contractor will provide dust control. A "trip" is defined as a singular movement from point A to point B passed a particular location on a road (e.g. residence). Under damp conditions or in remote areas, this requirement may be waived by the Director of Public Works or his designate.
- During a snow event, the permit holder is entirely responsible, prior to and during the move, for the blading of Clearwater County roads which are part of the approved haul route. A snow event is defined as generally more than 10cm of snow.
- Truck hauls that will be transporting 10 or more loads per day will require an executed Road Use Agreement (attached as Schedule "A") to be in place prior to the commencement of the haul. Road Use Agreements shall be entered into 24 to 48 hours prior to the haul commencing.
- Truck hauls of less than 10 loads, including a single trip load that requires a Motor Transport permit for any reason, shall have the Motor Transport permit validated by TRAVIS MJ prior to utilizing roads under County jurisdiction. A validation/permit number will be issued by TRAVIS MJ as per the "Road Weights Control" policy.
- The requirements of this policy shall not apply to agricultural related hauls. Agricultural related hauls shall be limited to farm plated vehicles only.
- Generally, unloading of equipment on County roads is not permitted. However, under certain circumstances permission may be granted by the Director, Public Works or his designate.

### **PROCEDURE:**

1. Annually, the Director, Public Works will write all larger trucking and hauling contractors working in the County, and advise them of their responsibility towards the travelling public, for dust control and for repair costs.
2. Haulers shall contact the Public Works office to determine appropriate routes. Condition of roads, adjacent developments and truck travel distance will be considered when assigning routes.
3. All policies and regulations associated with weight restrictions shall be adhered to.
4. County staff, as a condition of assigning a haul route, may require the contractor to apply dust control on the road for safety reasons or on the road in front of affected residents.
5. If County staff becomes aware of a major haul through a complaint, the complaint will be investigated and the contractor may be required to stop hauling, to change routes or apply dust control.
6. County staff shall monitor roads used for major hauls and excessive damage repair costs will be charged to the permit holder.  
In instances where major road damage is inevitable, or where collection for damages may be difficult, the Director, Public Works is authorized to take securities in the form of irrevocable letters of credit. Said securities will be used by the County to repair damages when a permit holder does not repair or maintain roads as required by the Director, Public Works.
7. The Director, Public Works and the County Chief Administrative Officer (CAO) are authorized to ban roads on a temporary basis and to take any appropriate enforcement action necessary to implement this policy and protect County and public interests during major truck hauls. This enforcement action may include, in addition to implementing road bans, suspending a permit holder's ability to obtain a single trip permit or a Road Use Agreement for a period of time until the Director, Public Works or the CAO is satisfied that the hauler is able and willing to abide by the requirements of this policy.
8. The area Councillor will be informed of any action taken by County staff under this policy.
9. Road Use Agreements will be issued covering a time period that allows the applicant to complete the work considering weather conditions and other factors that influence start and completion of the haul.
10. Generally Clearwater County requires all equipment (including service rigs) to be loaded or unloaded directly on the designated lease.

If a wheeled service rig (or any other load) is unable to enter a lease, an email must be sent to [publicworks@clearwatercounty.ca](mailto:publicworks@clearwatercounty.ca) requesting permission to load/unload on the required County road. The email should include the following:

- What is being loaded/unloaded.
- The legal land description of the lease(s) when the load/unload is to take place.
- The date and time of the load/unload.
- Provincial permit number
- Location – Range Road or Township Road where load/unload is taking place

If permission is granted you will receive the following email:

“After discussing with the required County staff, Clearwater County agrees to the loading/unloading of the requested equipment on the road way as long as the following conditions are met”:

- Pilot cars and Flag personnel must be on site.
- The load/unload is only approved to take place during daylight hours.
- All trailers (jeeps/boosters) must be removed from the roadway immediately after the equipment is loaded/unloaded. No parking along the side of the road.
- No load/unload will take place during school bus hours (between 7:30am-9:00am & 3:00pm-4:30pm).
- Dry or frozen track only





## Agenda Item

<b>Project: Endeavour To Assist Program Policy Final Draft Review</b>	
<b>Presentation Date: February 24, 2015</b>	
<b>Department: Public Works</b>	<b>Author: Erik Hansen/ Marshall Morton</b>
<b>Budget Implication:</b> <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation	
<b>Strategic Area: Land and Economic Development</b>	<b>Goal: To manage the current and projected growth of businesses and population and to respond to the various trends, impacts and demands affecting land development or the economy within Clearwater County.</b>
<b>Legislative Direction:</b> <input type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) _____ <input checked="" type="checkbox"/> County Bylaw or Policy (cite) ) <u>Access Roads Policy/ Endeavour To Assist Program Policy</u>	
<b>Recommendation:</b> <b>1) That Council reviews and approves the final draft of the Endeavour to Assist Program Policy.</b>  <b>2) That Council approves the revisions to the Access Roads Policy.</b>	
<b>Attachments List: Endeavour to Assist Policy and Access Roads Policy</b>	

### Background:

The Administration presented the first draft of the Endeavour to Assist Program Policy to Council at the February 10, 2015 Council Meeting. As requested, staff have made the revisions to the policy which are attached for your review. Upon acceptance of the final draft, this policy will be added to Council's Policy list.

The Access Roads Policy has also been included and has been revised to reflect the decision of Council to delete the section that pertains to the Endeavour to Assist Program. As discussed, this section will be no longer required with the creation of the Endeavour To Assist Program Policy. During the review process some additional changes have been made to remain consistent with other policy changes. Additions have been identified in **Red Bold** whereas sections intended to be removed have been ~~struck through~~.

See Attached.

# Clearwater County

## Endeavour to Assist Program Policy **FINAL DRAFT**

**EFFECTIVE DATE:** ~~February 10, 2015~~ **February 24, 2015**

**SECTION:** Public Works

### **POLICY STATEMENT:**

To provide a mechanism for a developer to recover a portion of a capital investment into publicly owned infrastructure that was required as a condition of development by Clearwater County or the Province of Alberta. This mechanism will be referred to as the Clearwater County Endeavour to Assist Program.

### **Definition:**

- **Publicly Owned Infrastructure**-this includes but is not limited to, any municipal road, municipally owned water and wastewater systems, municipally owned fire ponds, municipally owned storm retention ponds **water management ponds** and, Provincial Highways and associated infrastructure.
- **Capital Investment**- The quantifiable amount a Developer was required to pay to construct or enhance Public Infrastructure.
- **Developer**- an individual, group of individuals, company, corporation or organization that has made a quantifiable capital investment into Public Infrastructure.

### **PROCEDURE:**

1. A Developer that has paid in full or in part for the construction of or enhancement to Publicly Owned Infrastructure may be eligible for the Endeavor to Assist Program. The terms and conditions of the Endeavor to Assist Program are as follows:
  - a) When a development is approved and the project is eligible for the Endeavor to Assist Program, the developer may submit an application form indicating the description of the project, construction completion and acceptance date and the costs associated. A detailed cost breakdown and verification may be required depending on the complexity of the project.
  - b) The eligibility of a project, for consideration, will commence upon the final completion and acceptance of a development by the Municipal or Provincial Authority.
  - c) As additional development is applied for, utilizing in whole or part of an approved Endeavour to Assist project, the County will determine, in its sole discretion, the derived measurable benefit and the value of a reasonable cost contribution. The cost contribution amount shall be determined by the Director, Public Works or his designate,

in their sole discretion.

- d) The determined amount will be payable to Clearwater County as a condition of development then dispersed to the appropriate parties.
- e) Eligible projects include, but are not limited to, any property, lands, systems, **or** infrastructure ~~or thing~~ that is owned by government.

**Examples:**

- Municipal road construction including Industry Access Roads on road allowance, Isolated Access Roads on road allowance, Forced Municipal roads, Residential /Commercial/ Industrial Subdivision Roads and Resource Roads
  - Municipally owned water and wastewater systems
  - Municipally owned fire ponds/storm retention ponds **water management ponds** and associated infrastructure.
  - Intersectional treatments or improvements to Municipal or Provincial Highways asphalt surfacing, road widening, or,
  - Any project deemed eligible by Clearwater County
- f) Ineligible projects include, but are not limited to:
- Dust suppression
  - Road Maintenance or additional gravel
  - Gravel road construction or improvements more than (5) five years after construction completion and acceptance.
  - Surfaced road construction or improvements, asphalt overlay and intersectional treatments more than (10) ten years after construction completion and acceptance.
  - Water treatment systems, wastewater treatment systems, fire ponds, storm water management ponds more than (15) fifteen years after construction completion and acceptance.
  - Clearwater County, will evaluate, in their sole discretion, any other projects that may be considered ineligible under this policy.
- g) Development that is excluded from contributing to an Endeavour to Assist project include, but are not limited to, the following:
- All development by Clearwater County
  - All development by the Province of Alberta
  - Any development that does not require a Development Agreement or permit
  - Access to a field or agricultural purpose approach
  - Residential development not associated with subdivision
- h) This program will be made available only to the original applicant(s) or their spouse. This program is not transferable to subsequent land owners, family members or other assigns.

# Clearwater County

## ACCESS ROADS

**EFFECTIVE DATE:** February 2008

Revised ~~July 12, 2011~~ **February 24, 2015**

**SECTION:** Public Works

### **POLICY STATEMENT:**

To allow for the construction of a road by the Municipality of any undeveloped road allowance, on a cost-share basis with the affected landowner(s) to parcels that do not have municipal standard physical access.

### **Definition:**

- ~~**New Construction** - The construction of a roadway where no previous road existed.~~
- ~~**Major Improvement** - Any substantial improvement to an existing road such as an intersectional treatment, road widening or existing road upgrades. This does not include maintenance gravel or road repairs and shall be at Clearwater County's sole discretion.~~

### **PROCEDURE:**

1. When an individual requests the construction of a road that is not necessarily required in the interest of the general public, Council may approve its construction on a cost-share basis with the landowner requesting the road, provided the parcel is not currently serviced by any other public roadway maintained by the County. This will include roads constructed on an adjacent municipality's right-of-way if the road will serve as the only access to a property within Clearwater County.
2. An individual may not apply to have an access road cost shared **with the Municipality** that the applicant had previously constructed to municipal standard at their own cost.
3. An applicant that has constructed an Isolated Residential Access Road **or an Isolated Access Road** which provides the only access to the parcel may apply to have this road upgraded to municipal standard under the "Access Road Policy". In this situation the Public Works Director or his designate will prepare an estimate for the cost of constructing a municipal standard roadway as if the existing road was not present. After the road has been upgraded to municipal standard the difference between the estimate and the actual cost will be credited to the applicant. The purpose of this clause is to credit individuals for the costs incurred in building an Isolated Residential Access Road **or an Isolated Access Road**. This option will only be made available to the individual (or spouse) who incurred the costs of building an Isolated Residential Access Road **or an Isolated Access Road** and will not apply to new land owners, family or other assigns. For further clarification the municipality will not credit costs when the road is upgraded by the County for general public purposes at its sole cost.

4. Access roads will be cost shared to the closest reasonable access point into a parcel, and then extend approximately twenty metres (20m) beyond the approach to accommodate a turn around. If an access road intersects an undeveloped road allowance the cost share shall extend to meet the setback requirements of the "Approach Construction Guidelines Policy".
5. A developer may apply to construct an access road to **a subdivided** parcel under this policy, for the purpose of first parcel out subdivision, if no other access exists to the parcel. If the access road does not serve the new parcel, the cost to build the additional road from where the cost share ends to the new parcel is solely at the developer's expense, this includes the approach and turnaround
6. The Public Works Director or his designate will prepare an estimate on the costs of building the roadway on the shareable sections only. This estimate will form the basis for cost sharing and shall be approved by Council.
7. If conditions merit, the estimate done by the Public Works Director or his designate, may be to a standard lower than that normally approved. Factors that are to be considered include:
  - a) anticipated use by the applicant and the other users;
  - b) the terrain and the building conditions;
  - c) the maintenance conditions after construction; and
  - d) the future use of the roadway.Every effort will be made to find a standard that will serve the applicant and yet give the Municipality a road surface that can be reasonably maintained.
8. The Municipality may accept up to seventy-five percent (75%) of the cost to construct the first eight hundred metres (800m) of an access road or a portion thereof. For access roads that exceed eight hundred metres (800m) in length, the municipality may accept up to fifty percent (50%) of the cost to construct the next eight hundred metres (800m) or a portion thereof. No cost share will be considered on the portion of access road that exceeds one thousand six hundred metres (1,600m). The maximum contribution on the first eight hundred metres (800m) shall not exceed one hundred thousand dollars (\$100,000.00). The maximum contribution on the next eight hundred metres (800m) shall not exceed seventy-five thousand dollars (\$75,000.00) per project, with the applicant to pay the remaining cost. This amount shall be based on the approved estimate provided by the Public Works Department.
9. The cost-share of the applicant shall be paid in the form of cash or an irrevocable letter of credit to the Municipality preceding the work and will be based upon the approved costs of the project. Any excess funds from the deposit will be refunded upon the completion of work.
10. The Municipality shall be considered the general contractor for any projects approved under this policy.

11. The Municipality shall budget for this program. If there are no road access applications by August 31, monies may be reallocated by Council from the "Access Road Budget" for other construction programs in that year.

~~12. An individual that has paid in full or in part for the new construction or major improvement to a municipal standard road may apply for the "Endeavor to Assist Program." The terms and conditions of the "Endeavor to Assist Program" are as follows:~~

- ~~a) This program applies to roads that are municipally maintained and the construction or major improvement of the described road has been funded in whole or in part by an individual or a group of individuals.~~
- ~~b) The base value of the recoverable cost for the road construction or major improvement shall be determined by the Public Works Director or his designate, in their sole discretion.~~
- ~~c) This program will only apply to new first parcel subdivisions, multi-lot subdivisions or severances that directly benefit from the construction of (or major improvement to) a road. This program does not apply to individual approaches, industry access, or the development of an existing parcel.~~
- ~~d) Upon receiving a referral for a new subdivision, multi-lot subdivision or severance; the Public Works Director or his designate will determine the value of the cost recoverable section of road. For clarification, the sharable value will be based on a measurable benefit (for example: an access point into a subdivision off a new road). The determined amount will be payable to Clearwater County then dispersed to the appropriate parties.~~
- ~~e) All applicable development as described within this policy will be required to pay the County fifty percent (50%) of the determined value of the cost recoverable section of road within five (5) years of the year the road is accepted by Clearwater County. After five (5) years the road will be removed from the program.
  - ~~i. This program will be made available only to the original applicant(s) or their spouse who incurred or shared in the cost of building the road or major improvement.~~
  - ~~ii. This program is not transferable to subsequent land owners, family members or other assigns.~~~~

13. This policy is intended to work in conjunction with but not limited to the Clearwater County "Approach Construction Guidelines Policy", "Road Standards Policy", "Residential Subdivision Standards Policy", and the "Fencing Policy" **and the "Endeavour To Assist Program Policy"**



## Agenda Item

<b>Project:</b> Replacement Motor Grader & New 84 Inch Padfoot Packer Tender Award; Additional allocation of funds to the 2015 Capital Equipment Budget.	
<b>Presentation Date:</b> February 24 <sup>th</sup> , 2015	
<b>Department:</b> Public Works	<b>Author:</b> Kurt Magnus/Marshall Morton
<b>Budget Implication:</b> <input type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input checked="" type="checkbox"/> Reallocation	
<b>Strategic Area:</b> Infrastructure & Asset Management	<b>Goal:</b> To effectively manage the financial and physical assets of the County in order to support the growth and development of the County while obtaining maximum value from County owned infrastructure and structures.
<b>Legislative Direction:</b> <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) _____ <input type="checkbox"/> County Bylaw or Policy (cite) _____	
<b>Recommendation:</b> 1.) That Council reviews the information and approves awarding the replacement Motor Grader to <b>Finning (Canada)</b> . 2.) That Council reviews the information and approves awarding the new 84 inch Padfoot Packer to <b>Strongco</b> . 3.) That Council re-allocate additional funds from the Municipal Contingency Reserve to offset the shortfall amount in the 2015 Capital Equipment Budget.	
<b>Attachments List:</b> N/A	

### Background:

Administration has tendered the proposed Replacement Grader and new 84 inch Padfoot Packer.

A Tender Opening was held on Friday, February 13<sup>th</sup>, 2015 at 2:00 p.m. for the equipment outlined above. We received three tenders for the Motor Grader and nine tenders for the 84 inch Padfoot Packer.

The following is a summary of the bid prices received:

**Replacement Motor Grader:**

<u>SUPPLIER</u>	<u>MODEL</u>	<u>Bid Amount without GST</u>
Finning (Canada)	(2015) Caterpillar 140M3	\$426,577.00
Brandt Tractor	(2015) John Deere 772G	\$390,550.00
Finning (Canada)	(2014) Caterpillar 140M2	<b>\$384,271.55</b>

Upon review of each of the supplier equipment specifications, as set out by Clearwater County Administration, the Finning (Canada) 2014 model Caterpillar 140M2 met all specifications, and, was also the lowest tender. The 140M2 model is equivalent to the 140M3 model with the only difference being the 140M2 model reflects 2014 pricing.

**New 84 Inch Padfoot Packer:**

<u>SUPPLIER</u>	<u>MODEL</u>	<u>Bid Amount without GST</u>
Brandt Tractor	Bomag BW213PDH-40	Not to specifications
Finning (Canada)	Caterpillar CP56B	\$201,740.00
Finning (Canada)	Caterpillar CP54B	Not to specifications
Moody's Equipment	Sakai SV540T	\$182,740.00
Strongco	Volvo SD115	<b>\$179,865.00</b>
Williamson Equipment	Ammann ASC110HDPD	Not to specifications
SMS Equipment	Hamm HL11P	Not to specifications
Rocky Mountain Equipment	Case SV212	Not to specifications
WAJAX Equipment	Liugong CLG612H111	Not to specifications

Upon review of each of the supplier equipment specifications, as set out by Clearwater County Administration, administration recommends awarding the new 84 inch Padfoot Packer Tender to **Strongco**.

Due to the drop in the value of the Canadian Dollar, relative to the U.S. Dollar, and due to the fact that the projected 2015 Capital Equipment Budget amounts were determined



in August 2014 (which at the time reflected a much stronger Canadian dollar), the tender for the Motor Grader exceeded Administration's budgeted amount by \$41,000 and the new 84 inch Padfoot Packer by \$25,000. As such, Administration is requesting an additional **\$66,000** be re-allocated from the Municipal Contingency Reserve to offset the shortfall amount.



## Agenda Item

<b>Project: Delegation – School Resource Officers Cst. Harold Smits &amp; Cst. Heather Munro</b>	
<b>Presentation Date: February 24, 2015</b>	
<b>Department: Community &amp; Protective Services</b>	<b>Presented By: Ted Hickey</b>
<b>Budget Implication:</b> <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation	
<b>Strategic Area:</b>	<b>Goal:</b>
<b>Legislative Direction:</b> <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) _____ <input type="checkbox"/> County Bylaw or Policy (cite) _____	
<b>Recommendation: That Council accepts the information as presented.</b>	
<b>Attachments List: N/A</b>	

### Background:

The School Resource Officer (SRO) program, in the Town of Rocky Mountain House and Clearwater County, plays an important role in aiding crime prevention and encouraging positive relationships between the RCMP and students.

Funding for this program is provided, in part, by Clearwater County. Council has budgeted \$125,000 for 2015, which is an increase of \$21,000 from 2014.

Cst. Harold Smits and Cst. Heather Munro will be in attendance at Council to provide a general overview of the local and rural School Resource Officer program in the community.



## Agenda Item

<b>Project: Clearwater County Highway Patrol 2014 Annual Report</b>	
<b>Presentation Date: February 24, 2015</b>	
<b>Department: Community &amp; Protective Services</b>	<b>Presented By: Sgt. Terri Miller</b>
<b>Budget Implication:</b> <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation	
<b>Strategic Area:</b>	<b>Goal:</b>
<b>Legislative Direction:</b> <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) _____ <input type="checkbox"/> County Bylaw or Policy (cite) _____	
<b>Recommendation: That Council accepts the information as presented.</b>	
<b>Attachments List: N/A</b>	

### Background:

Sergeant Terri Miller will be in attendance at Council to present the Clearwater County Highway Patrol 2014 Annual Report. Sergeant Miller will be pleased to answer any questions that Council may have regarding the highway patrol program and its activities.



## Agenda Item

<b>Project: Town of Sundre – Fire Services Agreement</b>	
<b>Presentation Date:</b> February 24, 2015	
<b>Department:</b> Community & Protective Services	<b>Author:</b> Ted Hickey
<b>Budget Implication:</b> <input type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input checked="" type="checkbox"/> Reallocation	
<b>Strategic Area: Quality of Life</b>	<b>Goal: 2</b> Evaluate and plan the current public safety and emergency services needs within the broader Rocky/Caroline/Clearwater community.
<b>Legislative Direction:</b> <input type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) _____ <input type="checkbox"/> County Bylaw or Policy (cite) _____	
<b>Recommendation:</b> 1. That Council authorizes the Reeve and CAO to sign the 2015 Fire Services Agreement between Clearwater County and Town of Sundre.	
<b>2. Attachments List:</b> Fire Service Agreement with the Town of Sundre	

### Background:

Historically, the Town of Sundre Fire Department has provided emergency fire and rescue first response to areas within Clearwater County. This has been provided under a good faith agreement with no formal agreement in place to reflect Sundre’s commitment to a first response to emergencies role within southern areas of Clearwater County. The TEUS 9-1-1 data base information continues to reports to 9-1-1 Public Safety Answering Point – PSAPs (Red Deer’s and other 9-1-1/Dispatch) the areas being served for fire/rescue as the Town of Sundre Fire Department.

Administration collected and reviewed costs reported within several inter-municipal fire mutual aid agreements, a high level comparison between CRFRS and Sundre FD’s fire apparatus travel times to areas currently served and other service delivery factors. Outcomes of this process are that costs are deemed acceptable when considering the



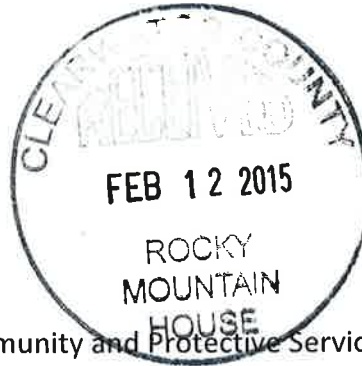
level of services provided. Sundre Fire Department apparatus travel times demonstrate a higher likelihood of a shorter travel time to emergency fire/rescue incidents versus the travel times of CRFRS response from existing stations.

A Fire Services Agreement versus a Fire Mutual Aid Agreement best conveys the level of commitment to a first emergency response role. This agreement also confirms Clearwater County's commitment towards supporting the Town of Sundre's abilities in ensuring a best possible and sustainable provision of emergency services to the residents of the County.

Discussions with the Town of Sundre have been completed and have resulted in the Fire Service agreement attached.

February 10, 2015

Clearwater County  
P.O. Box 550  
4340 - 47 Avenue  
Rocky Mountain House, AB T4T 1A4



Attention: Mr. Edward Hickey, Director, Community and Protective Services

Dear Mr. Hickey,

Please find enclosed two (2) final copies of the 2015 Fire Services Agreement between the County of Clearwater and the Town of Sundre for signature by Reeve Alexander. Please return one signed copy at your earliest convenience.

Sincerely,

A handwritten signature in blue ink, appearing to be "Dave Dubauskas".

Dave Dubauskas, M.Sc.  
Chief Administrative Officer  
Town of Sundre

DD/jge

Cc: Marty Butts, Fire Chief, Town of Sundre  
Town of Sundre Council  
Tony Martens, CAO, MVC

**THIS AGREEMENT** made this 6th day of February, 2015.

**BETWEEN:**

**CLEARWATER COUNTY**

A Municipal Corporation in the Province of Alberta  
(herein called COUNTY)

**OF THE FIRST PART**

**AND**

**TOWN OF SUNDRE**

(herein called the TOWN)

**OF THE SECOND PART**

**FIRE SERVICES AGREEMENT**

**WHEREAS** the TOWN operates the Sundre Fire Department and Hall in the Mountain View County and the Town of Sundre respectively, with volunteer Fire Service;

**AND WHEREAS** the COUNTY has requested that the TOWN provide Emergency Fire Suppression and Rescue Service in the portion of the COUNTY as outlined on the map attached, marked as Schedule "A" (the "Serviced Lands)

**AND WHEREAS** the TOWN has agreed to be responsible for the day-to-day operation and maintenance of its vehicles/apparatus fleet and shall provide trained volunteer firefighters to provide emergency first response services within the designated area.

**AND WHEREAS** The COUNTY shall pay the TOWN for the provision of emergency response services within the designated area as set out in Schedule "A" of this agreement.

**NOW, THEREFORE, IN CONSIDERATION** of the hereinafter-recited promises and the mutual covenants of the parties hereto, the Agreement witnesseth that the parties hereto covenant and agree as follows:

**1. Definitions**

1.1 In this agreement unless the context otherwise requires:

- a. **"Bona fide request"** shall be a call made, through the appropriate channels as outlined in this agreement, for Fire Response and Rescue Services to attend at an emergency in the COUNTY.

- b. **“Emergency”** means a sudden unexpected happening or unexpected occasion for action, events or unexpected occasions requiring volunteer fire fighters to use their skill and judgment in the application of fire-fighting and rescue equipment and techniques to manage or properly extinguish fires and to provide emergency rescue services.
- c. **“Emergency Response Services”** shall mean the immediate response of Town of Sundre fire vehicles and trained staff to reported fire, rescue, hazardous materials, medical aid or other emergencies within a prescribed area of Clearwater County as per the attached Schedule A.
- d. **False Alarm** is defined as an activation of an emergency response by the nearest emergency services department, where emergency services provided by that department are not required.
- e. **“Fire Response and Rescue Services”** shall be volunteer personnel, and the fire suppression/rescue/emergency response vehicles and equipment located at the Sundre Fire Station.
- f. **“Fire Suppression”** means the attendance at a fire or dangerous goods incident located in the “Serviced Lands” by the TOWN and equipment, for the purpose of making a reasonable attempt to extinguish the fire.
- g. **“Fire Response and Rescue Services User Fees”** shall be those fees established, as itemized in Schedule B, for the fire response/rescue services and manpower, false alarm calls, and ambulance support calls, applicable throughout the COUNTY as a whole, by the Council from time to time or at any time which shall be payable by users of Fire Response & Rescue Service. Schedule B is subject to Council’s Fee and Charges Bylaw as amended every two years.
- h. **Firefighting** is the act of extinguishing fires. A firefighter suppresses and extinguishes fires to prevent loss of life, and/or destruction of property and the environment. Firefighting is a highly technical skill that requires professionals who have spent years training in both general firefighting techniques and specialized areas of expertise.
- i. **Volunteer Fire Department (VFD)** is a fire department composed of volunteers who perform fire suppression and other related emergency services for a local jurisdiction.
- j. **Pumper (Engine) Fire Apparatus** shall mean a permanently mounted fire pump of at least 3000 L/min capacity, water tank, and hose body whose



primary purpose is to combat structural and associated fires with a Pumper (Engine) Company staffing at a minimum of four (4) fire fighters/fire command officers who work as a unit (Reference Documents NFPA 1901 and 1912).

- k. **Rescue Unit** shall mean a special vehicle, also known as a heavy rescue or squad, equipped with tools and equipment to perform one or more types of special rescue such as building collapse, confined space, low slope, vehicle extrication, and water rescue with a Rescue Company staffing being at a minimum of four (4) fire fighters/fire command officers who work as a unit and are equipped with one or more rescue vehicles (Reference Documents NFPA 1410).
- l. **Rescue Trailer** shall mean a special unit which carries 1 quad, 1 rhino, 1 ATV cart equipped with 200 gallon water tank, swift water rescue gear, ice rescue equipment as well as other small miscellaneous rescue equipment and tools or as amended from time to time as per the TOWN's (Fire Departments) Standard Operating Guidelines.
- m. **Tender (Water Tender/Tanker)** shall mean a fire apparatus designed for transporting water (pickup, transporting, and delivering) and fighting wildland fires on and off road that is equipped with a wildland fire pump, a water tank with minimum capacity of 4000 L, limited hose and equipment, and pump-and-roll capability rescue with a Company staffing being at a minimum of two (2) fire fighters/fire command officers who work as a unit (Reference Document NFPA 1906).
- n. **Bush Buggy (Wildland Fire Apparatus)** shall mean a fire apparatus designed for fighting wildland fires that is equipped with a pump having a capacity normally between 115 L/min and 1900 L/min, a water tank, limited hose and equipment, and pump-and-roll capability with a Company staffing being at a minimum of four (4) fire fighters who work as a unit (Reference Document NFPA 1906, 1002, 1912).
- o. **Mobile Command Post (CP)** shall mean a vehicle at the location/scene of an emergency where the incident commander is located and where command, coordination, control, and communications are centralized with the Incident Commander using an incident management organization and positions consisting of the Incident Commander, Public Information Officer, Safety Officer, Liaison Officer, and other positions as required (Reference Document NFPA 402, 502 1026 , 1561).

- p. **Medical Unit** shall mean a functional unit within the service branch of the logistics section responsible for providing emergency medical treatment of emergency personnel or the public with a Company staffing being at a minimum of three (3) fire fighters who work as a unit (Reference Document NFPA 1026).
- q. **Transport Vehicle (Support Vehicle)** shall mean any Fire Department vehicle(s) used for transportation only (Support Unit) of extra fire fighters/command officers, equipment, materials, and supplies and not used at the incident in meeting an active operational requirement with a Company staffing being at a minimum of one (1) fire fighter.
- r. **River Rescue Boat** shall mean a Fire Department Jet Boat designed for river rescue and capable of transporting three (3) firefighters and equipment for river rescue.

## 2. Emergency First Response

- 2.1 Both parties to this Agreement recognize that “first response” to a COUNTY Emergency is the responsibility of the TOWN in the portion of the COUNTY shown on Schedule “A”.
- 2.2 Should the TOWN not respond to a COUNTY emergency call, or should the TOWN indicate they are unable to respond to a COUNTY call, the TOWN will immediately notify the COUNTY to request other emergency services providers to respond.
- 2.3 The TOWN agrees to confirm in writing and in agreement with the COUNTY a predetermined assigned number of emergency response vehicles and staffing for a reported emergency that will be the TOWN’s (Fire Department’s) Standard Operating Guidelines (SOG) for responses to incidents within the COUNTY.

## 3. Requirement to Respond

- 3.1 Upon receipt of a bona fide request for Emergency, Fire Suppression and/or Rescue Services, or support for an ambulance services provider, the TOWN shall provide Fire & Rescue Services in the Serviced Lands. The COUNTY recognizes and agrees that the TOWN will not be obligated to respond to a request where in the opinion of the Fire Chief of the TOWN, or his designate, the capacity of the TOWN to respond to a request for Emergency, Rescue and Fire Suppression and/or Rescue Services, either from the COUNTY or a Third Party is impaired. **The TOWN will immediately notify the COUNTY to request other emergency services providers to respond.**

- 3.2 If, in the opinion of the Incident Commander on site at an Emergency in the COUNTY, additional Fire Suppression and/or Rescue Services are needed to deal with the emergency, and such additional services respond to a call for assistance, the cost of the additional services shall be the responsibility of the COUNTY. In such instances where additional Fire Suppression and/or Rescue Services are needed to deal with the emergency, and such additional services respond to a call for assistance, the TOWN will immediately contact the COUNTY for information and authorization of additional resources.
- 3.3 A response of a vehicle(s) with staffing cancelled while en-route will be subject to payment for the vehicle(s) to a minimum of 1 hour.
- 3.4 A response of a vehicle(s) with staffing to a False Alarm will be subject to payment for the vehicle(s) to a minimum of 1 hour.

#### **4. Payments**

- 4.1 Per incident invoices shall be accompanied with a TOWN completed written incident report. Invoices shall be paid by the COUNTY to the TOWN within thirty (30) days. In an event causing death, damage to public property, or major dollar loss in excess of One Hundred Thousand Dollars (\$100,000.00), the written incident report shall be issued within 7 days of the said event.

In events where death, injury, damage to public property, or dollar loss because of fire, the TOWN will immediately notify the COUNTY to ensure fire investigations, reports and other processes can be completed as per legislation, policy or other County deemed requirements.

- 4.2 Failure to pay on the “per incident” basis, may result in the TOWN terminating the provisions of any and all Fire Response and Rescue Services under this agreement until such arrears are paid in full.
- 4.3 The TOWN shall provide in writing any changes to the fees outlined in the attached Schedule “B” with a minimum 60 day written notice provided before said changes become effective and as subject to the TOWN Council’s Fee and Charges Bylaw approval.

## 5. Release and Indemnity

- 5.1 Each of the parties hereto shall be responsible for and indemnify and save harmless the other part, for any damages or losses (including legal fees on a solicitor and his own client full indemnity basis), or injuries resulting from the acts or omissions of their respective employees, servants, agents or contractor which may occur in the performance, purported performance, or non-performance of their respective obligations under this Agreement; provided that, such indemnity shall be limited to the amount in proportion to the degree to which the indemnifying party, its employees, servants, agents or contractors are at fault or otherwise responsible in law, and such indemnity shall exclude damages caused by or contributed to by the other party's negligence to such extent that such damages are caused by or contributed to by the other party's negligence.

The indemnification set forth above, hereof, will survive the expiration of the Term or the termination of this Agreement for whatever cause and any renewal or extension of the Term, as the case may be.

- 5.2 Both parties agree to maintain in place during the Term a policy of commercial general liability insurance covering the obligation of such respective party hereunder, such policy to be an amount of not less than \$5,000,000.00 per occurrence.
- 5.3 The County must be shown as an additional insured on the commercial general liability policy obtained by the Municipality. A copy of insurance must be deposited with the County before this Agreement goes into effect.

## 6. General

- 6.1 TOWN shall not be obliged to construct any fire halls or locate fixed equipment outside Mountain View County Limits in the Serviced Lands and the equipment and personnel of TOWN providing Fire Suppression or Rescue Services in the Serviced Lands shall proceed from existing Fire Halls within the Municipal boundaries of the Mountain View County.
- 6.2 This Agreement does not and shall not be deemed or constructed by the TOWN to confer on the TOWN.
- 6.3 The COUNTY and TOWN each agree to advise their insurers of the terms of this Agreement and obtain from their insurers confirmation that their insurers are aware of the terms of this Agreement and that insurance coverage applies to TOWN and the COUNTY, particularly with respect to the provisions of Clause 5 of this Agreement.

- 6.4 Should the parties of this Agreement enter into agreements for Fire Suppression or Rescue Services with other municipalities, towns, and/or cities, each party agrees to inform the other party of any changes to such agreements that may impact or affect the other party, and the provision of Fire Suppression or Rescue Services pursuant to this Agreement and this Agreement may be reviewed and amended by the parties hereto having regard to such changes.
- 6.5 The COUNTY shall provide to the TOWN two (2) copies of the most current map of the COUNTY, each time that a new version becomes available.

## 7. Term

- 7.1 The Agreement shall remain in force and effect for a period of five (5) years, from January 1, 2015 to December 31, 2020.

Either party may, with written notice provided to the other party within One Hundred and Twenty (120) days prior to the Agreement expiration date, serve notice of intent to either allow the agreement to terminate, or seek to renew the agreement. If neither party request a cancellation of the primary five year agreement prior to the 120 day notice period, then the agreement may continue on a year-to-year basis.

- 7.2 A waiver of either party hereto of the strict performance of the other of any covenant or provision of this Agreement shall not of itself constitute a waiver or any subsequent breach of such covenant or provision or of any covenant, provision or term of this Agreement.
- 7.3 Each of the parties shall from time to time and at all times do all such further Acts and execute and deliver all such further documents and assurances as shall be reasonably required in order to fully perform and carry out the terms of this Agreement and such acts, documents and assurances shall be in writing and shall be delivered personally or may be mailed by registered mail, postage prepaid, addressed as follows:

**As to the COUNTY:**

Chief Administrative Officer  
Municipal District of Clearwater  
4340 – 47 Avenue, Box 550  
Rocky Mountain House, Alberta  
T4T 1A4

**As to the Town of Sundre:**

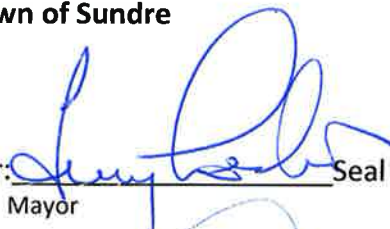
Chief Administrative Officer  
Town of Sundre  
Box 420  
Sundre, Alberta  
T0M 1X0

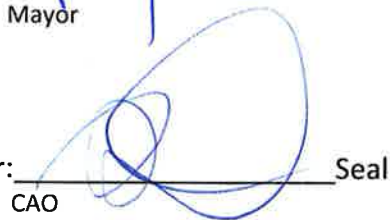
7.4 The parties agree that they have expressed herein their entire understanding and Agreement concerning the subject matter of this Agreement and it is expressly agreed that no implied covenant, condition, term or reservation shall be read into this Agreement relating to or concerning such subject matter.

7.5 This Agreement is made subject to all relevant provisions of the parties' Respective bylaws, and the laws of the Province of Alberta

IN WITNESS WHEREOF the parties hereto have caused to be hereto affixed their respective corporate seals attested by the signature of their respective duly authorized signing officers as of the day and year first above written.

**Town of Sundre**

Per:  Seal  
Mayor

Per:  Seal  
CAO

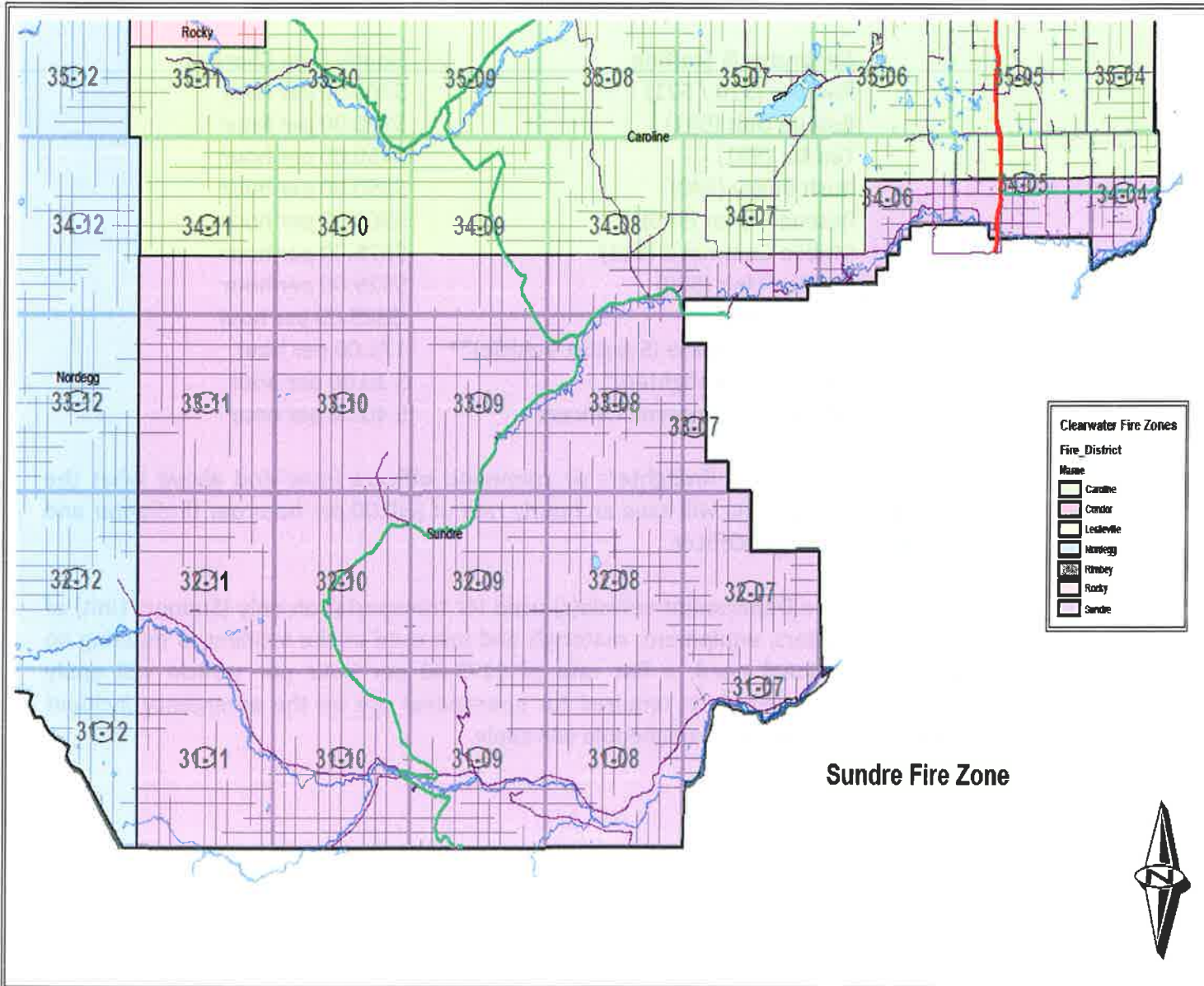
**Clearwater County**

Per \_\_\_\_\_ Seal  
Reeve or Deputy Reeve

Per: \_\_\_\_\_ Seal  
Municipal Secretary



SCHEDULE A



## SCHEDULE "B"

### Fee schedule for Fire Response and Rescue Services

<u>Apparatus &amp; Staffing</u>	<u>Hourly Rate Charged</u>
Pumper (520 / 521)	\$700.00 per hour
Rescue Unit (531)	\$520.00 per hour
Tender (561)	\$450.00 per hour
Bush Buggy (540)	\$350.00 per hour
Rescue Trailer (590)	\$300.00 per hour
Mobile Command (511)	\$325.00 per hour
Medical Unit (580)	\$325.00 per hour
River Boat	\$325.00 per hour
Transport Vehicle (Support Vehicle)**	175.00 per hour
Additional Firefighters*	\$ 30.00 per hour
Additional Command Officers	\$ 40.00 per hour

\* Additional required firefighters or command officers (over and above what the specific unit will carry) will have an hourly rate of \$30.00 per hour per firefighter and \$40.00 per hour per Officer.

\*\* For any Fire Department vehicle(s) used for transportation only (Support Unit) of extra fire fighters, equipment, materials and not used at the incident in meeting an active operational need, a flat rate of \$175.00 per hour per vehicle will apply however; if the vehicle is required for operational use on the emergency incident scene then the above rate schedule will apply.





## Agenda Item

<b>Project: Electronic Voting Machines/Election 2017</b>	
<b>Presentation Date: February 24, 2015</b>	
<b>Department: Municipal</b>	<b>Author: Christine Heggart</b>
<b>Budget Implication:</b> <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation	
<b>Strategic Area: Governance and Intergovernmental Relations</b>	<b>Goal: Review options for electronic voting machines</b>
<b>Legislative Direction:</b> <input type="checkbox"/> None <input checked="" type="checkbox"/> Provincial Legislation (cite) <u>Local Authorities Election Act</u> <input type="checkbox"/> County Bylaw or Policy (cite) _____	
<b>Recommendation: That Council direct staff in terms of the implementation of electronic voting machines in the County's municipal election process.</b>  <b>Option 1: Status quo in terms of voting method (paper ballot).</b> <b>Option 2: Consider electronic voting machine use in one or more polling stations (Rocky Mountain House/Caroline).</b>	
<b>Attachments List:</b> <ul style="list-style-type: none"> <li>• <b>Map – Clearwater County Electoral Divisions/Polling Stations</b></li> <li>• <b>Ballots Cast at Voting Stations (2014, 2007, 2010, 2013) Spreadsheet</b></li> </ul>	

### Background:

The next municipal election takes place on October 16, 2017 and Council previously directed Staff to research the costs and implications of using electronic voting machines in County polling station(s), as well as the possibility of internet-based voting systems.

Historically, there have been 17 – 18 polling stations available to voters, spread across the seven Council divisions within Clearwater County (see attached polling station spreadsheet with halls listed and number of ballots cast at each location).

The average election cost totals approximately \$50,000.00, which includes: contracting a Returning Officer to manage the election, staffing at polls, developing and printing materials (ballots/forms/signage) and statutory election advertising.

Previous Council's decisions regarding polling station locations were intended to reduce the travel distance from the voter's home, in an effort to encourage higher voter turnouts.

The distances between rural polling stations (excluding Norgegg, Caroline and Rocky Mountain House locations) average 9.5 miles apart. The northern most polls are up to 16 miles apart (Faraway to Frisco; Gimlet to Bingley). The largest concentration of votes are received in the Caroline and Rocky Mountain House polling station.

### **Electronic Voting Machines**

In order to implement the use of electronic voting machine (EVM), there is a requirement of a secure and reliable internet connection, as well as technician(s) on site to address any technical issues. This consideration alone limits the potential locations of EVMs in County polling stations to the Rocky Mountain House and Caroline locations where high speed internet is available.

In terms of cost implications, Staff received quotes from two organizations that supply EVMs and the costs varied significantly from \$9500.00 to \$22,000.00 - for equipment, setup, training and staffing one polling station location.

Other municipalities in the area, the Town of Rocky Mountain House for example, have used EVMs for their election successfully (one polling location only).

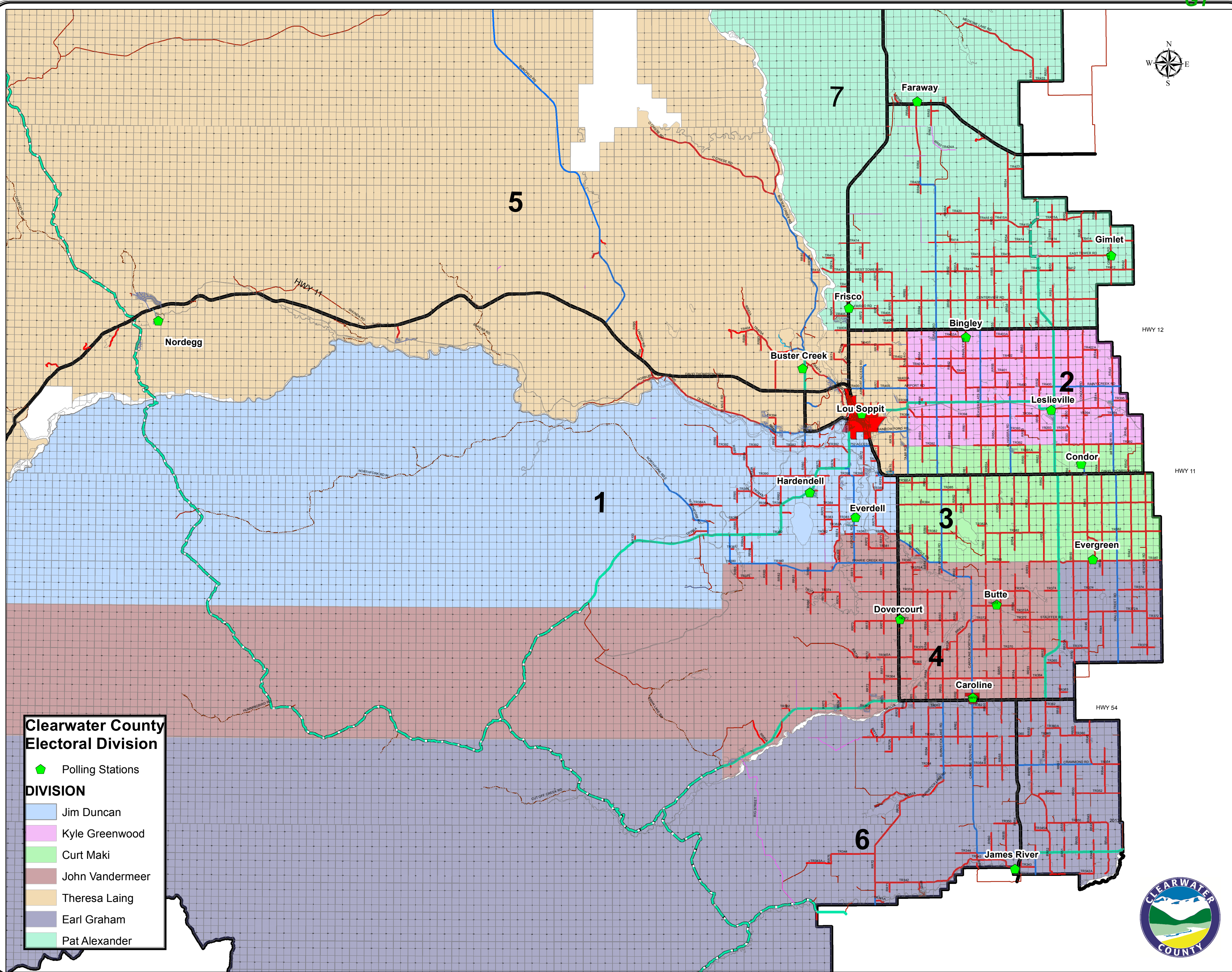
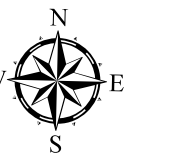
There needs to be confidence and security in the voting system and currently the costs of EVMs along with potential for technical issues outweigh the potential benefits of implementation.

Given the number of polling stations and number of votes per station – along with limited availability of high speed internet and significant distances between the polling stations - administration recommends keeping a status quo in terms of election ballots (paper) and will continue to evaluate EVMs as technology and internet availability changes.

### **Internet Voting**

There are some concerns with the reliability of Internet voting. During the 2013 election, former Municipal Affairs Minister, Doug Griffiths let municipalities know Internet voting for municipal elections would not be allowed in Alberta. He noted the potential for misuse and abuse with Internet voting hasn't been adequately addressed yet.

In 2013, the Local Authorities Election Act (LAEA) was revised to include the provisions of photo identification requirements, and no substantive changes are expected with the LAEA in advance of the 2017 election.



### Clearwater County Electoral Division

◆ Polling Stations

#### DIVISION

- Jim Duncan
- Kyle Greenwood
- Curt Maki
- John Vandermeer
- Theresa Laing
- Earl Graham
- Pat Alexander



## CLEARWATER COUNTY - BALLOTS CAST BY POLLING STATION 2013

POLLING STATION	DIVISION 1				DIVISION 2				DIVISION 3				DIVISION 4				DIVISION 5				DIVISION 6				DIVISION 7				
	2004	2007	2010	2013	2004	2007	2010	2013	2004	2007	2010	2013	2004	2007	2010	2013	2004	2007	2010	2013	2004	2007	2010	2013	2004	2007	2010	2013	
ARBUTUS	3	A	N/A	N/A	N/A	N/A	N/A	N/A	75	89	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	A	N/A	N/A	
BINGLEY	0	A		A	30	45	A	76			A	A					1	3	9	5				A	59	A	38	69	
BUSTER CREEK	0	A		A			A				A	A					22	38	57	93				A		A			
BUTTE	0	A		A			A		15	14	A	A	27	21	59	46								A		A			
CAROLINE	0	A		A			A		0	0	A	A	155	181	164	155					190	175	187	A		A			
CONDOR	0	A		A	18	10	A	20	43	88	A	A												A		A			
CRAMMOND	0	A		A			A				A	A	0	0							97	124	110	A		A			
DOVERCOURT	6	A	18	A			A				A	A	67	92	121	101	0	0			0	0		A		A			
EVERDELL	131	A	152	A			A				A	A	4	4	5	35	0	0						A		A			
EVERGREEN	0	A		A			A		77	77	A	A	0	0							0	20	31	A		A			
FARAWAY	0	A		A			A				A	A												A	17	A	10	10	
FRISCO	0	A		A			A				A	A					2	5	11	22				A	73	A	67	74	
GIMLET	0	N/A		A	N/A	N/A	A		N/A	N/A	A	A	N/A	N/A			N/A	N/A			N/A	N/A		A	N/A	N/A	31	52	
HARDENDELL	130	A	166	A			A				A	A					0	0						A		A			
JAMES RIVER	0	A		A			A				A	A									42	47	57	A		A			
LESLIEVILLE	0	A		A	133	183	A	159	8	12	A	A												A	100	A	55	73	
NORDEGG	0	A		A			A				A	A					78	23	41	49				A		A			
LOU SOPPIT	85	A	56	A	32	25	A	53	35	29	A	A	2	4	8	12	269	209	268	205	0	1	0	A	57	A	22	27	
R.M.H. ADV.	16	A	7	A	2	9	A	10	8	11	A	A	3	0	0	7	4	1	5	13	0	0	0	A	13	A	3	17	
CAROLINE ADV	0	A	0	A	0	0	A	0	0	0	A	A	11	7	15	8	0	0	0	0	17	16	29	A	0	A	0	0	
<b>2004</b>	371				215				261				269				376				346				319				2157
<b>2007</b>		A				272				320				309				279				383				A			1563
<b>2010</b>			399				A				A				372				391				414				226	1802	
<b>2013</b>				A				318				A				364				387				A				322	1391



## Agenda Item

<b>Project:</b> Final DRAFT Policy “Reimbursement of Legal Costs”	
<b>Presentation Date:</b> February 24, 2015	
<b>Department:</b> Municipal	<b>Presented By:</b> Ron Leaf
<b>Budget Implication:</b> <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation	
<b>Strategic Area:</b> Governance/Human Resources	<b>Goal:</b> To effectively manage the financial and physical assets of the County in order to support the growth and development of the County while obtaining maximum value from County owned infrastructure and structures.
<b>Legislative Direction:</b> x None <input type="checkbox"/> Provincial Legislation (cite) _____ <input type="checkbox"/> County Bylaw or Policy (cite) ____	
<b>Recommendation:</b> That Council adopts the “Reimbursement of Legal Costs” policy as presented.	
<b>Attachments List:</b> DRAFT Reimbursement of Legal Costs Policy	

### Background:

Council accepted the draft “Reimbursement of Legal Costs” Policy, as presented, on February 10.

The final draft policy, “Reimbursement of Legal Costs”, is attached for Council’s final approval and adoption.



## CLEARWATER COUNTY REIMBURSEMENT OF LEGAL COSTS

<b>EFFECTIVE DATE:</b>	February 24, 2015
<b>SECTION:</b>	Administration
<b>POLICY STATEMENT:</b>	To outline Clearwater County's support relating to payment or reimbursement of legal costs incurred as a result of legal action taken against Councillors, Municipal Officers, Volunteer Workers arising from the good faith performance or intended performance of these individuals' functions, duties or powers pursuant to the <b>Municipal Government Act</b> , R.S.A. 2000 Chapter M-26, the <b>Local Authorities Election Act</b> , R.S.A. 2000 Chapter L-21, Federal or Provincial legislation, Clearwater County bylaw or Clearwater County job description as well as Election Candidates who incur costs as a result of legal claims arising from an admitted or judicially determined error on the part of Clearwater County resulting in an invalid election pursuant to the <b>Local Authorities Election Act</b> , R.S.A. 2000 Chapter L-21.
<b>DEFINITIONS:</b>	<p>"Chief Administrative Officer" means the individual appointed by Council into the position of Chief Administrative Officer for Clearwater County pursuant to the <b>Municipal Government Act</b>, R.S.A. 2000, Chapter M-16;</p> <p>"Clearwater County Employee" means a person employed by Clearwater County and excludes independent contractors and consultants;</p> <p>"Councillor" means a duly elected member of Clearwater County Council;</p> <p>"Designated Officer" means an individual holding a position designated as a Designated Officer by Clearwater Council pursuant to the <b>Municipal Government Act</b>, R.S.A. 2000, Chapter M-26;</p> <p>"Election Candidates" means a person who is an eligible candidate for a Clearwater County general election or by-election pursuant to the <b>Local Authorities Election Act</b>, R.S.A. 2000 Chapter L-31;</p> <p>"Legal Costs" means reasonable legal fees, damages awarded by a Court or other body having jurisdiction, court</p>



## CLEARWATER COUNTY REIMBURSEMENT OF LEGAL COSTS

	<p>costs, or other related expenses, costs, fees or penalties;</p> <p>“Municipal Officer” means Clearwater County's Chief Administrative Officer, Designated Officers, and Clearwater County Employees; and</p> <p>"Volunteer Worker" means a volunteer member of the Clearwater County fire service or any other volunteer performing duties under the direction of Clearwater County.</p>
<p><b>PROCEDURE:</b></p>	<ol style="list-style-type: none"> <li>1. Subject to Paragraph 3, in the event of Legal Costs incurred by any Councillor, Municipal Officer or Volunteer Worker incurred as a result of any legal claim arising as a result of the Councillor's, Municipal Officer's or Volunteer Worker's good faith performance or intended performance of his/her functions, duties or powers as prescribed in the <b>Municipal Government Act</b>, R.S.A. 2000 Chapter M-26, Federal or Provincial legislation, County bylaw or County job description, Clearwater County Council may, in its sole discretion, consider a request made by the Councillor, Municipal Officer or Volunteer Worker who necessarily incurred Legal Costs as a result of the legal action for reimbursement, in whole or in part, of the Legal Costs. After having regard to the reasons for the request and the specific circumstances involved in the request, Council may approve the request, in whole or in part, or refuse the request.</li>   <li>2. Subject to Paragraph 3, in the event of an application brought pursuant to the <b>Local Authorities Election Act</b> R.S.A. 2000 Chapter L-21, where there is either an admitted or judicially determined administrative error on the part of Clearwater County resulting in an invalid election, Clearwater County Council may, in its sole discretion, consider a request made by an Election Candidate who necessarily incurred Legal Costs as a result of the application to reimburse that individual, in whole or in part, for reasonable Legal Costs necessarily incurred by that individual in the application process, which amount may exceed any Court awarded taxable costs. After having regard to the reasons for the request and the specific</li> </ol>



## CLEARWATER COUNTY REIMBURSEMENT OF LEGAL COSTS

	<p>circumstances involved in the application, Council may approve the request, in whole or in part, or refuse the request.</p> <p>3. Clearwater County will not be responsible for reimbursement of any Legal Costs incurred as a result of:</p> <ul style="list-style-type: none"><li>a) proven bad faith actions, statements or activities;</li><li>b) proven illegal activities;</li><li>c) proven grossly negligent actions; or</li><li>d) proven defamation claims.</li></ul>
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## Agenda Item

<b>Project: Invitation from the Mayor's Office – Drayton Valley</b>	
<b>Presentation Date: February 24, 2015</b>	
<b>Department: Municipal</b>	<b>Presented By: Ron Leaf</b>
<b>Budget Implication:</b> <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation	
<b>Strategic Area: Governance and Intergovernmental Relations</b>	<b>Goal:</b>
<b>Legislative Direction:</b> <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) _____ <input type="checkbox"/> County Bylaw or Policy (cite) _____	
<b>Recommendation: That Council accepts the invitation from Drayton Valley Mayor Glenn McLean and identifies potential dates to meet with Drayton Valley Council.</b>	
<b>Attachments List: Correspondence from Mayor Glenn McLean</b>	

### Background:

As per the attached correspondence, Mayor McLean invites Council to meet with Drayton Valley Council for an informational session on the respective communities.

Due to Council's current workload and scheduled commitments over the next seven weeks, Administration has identified Council's availability as sometime after April 20.

Upon Council's consideration and acceptance of the invitation, Administration requests Council identify potential dates to meet with Drayton Valley Council so that meeting arrangements can be made.

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**DRAYTON  
VALLEY**

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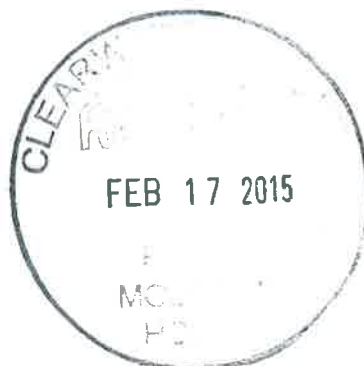
## OFFICE OF THE MAYOR

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February 6, 2015

*cc: Council*

Patrick Alexander  
Reeve  
Clearwater County  
4340-47 Ave  
Box 550  
Rocky Mountain House AB T4T 1M4



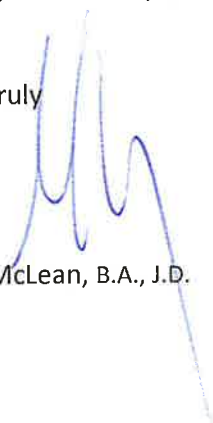
Dear Mr. Alexander

It was a pleasure talking to you at the Headwaters Forum in Drayton Valley on February 5, 2015.

I thoroughly enjoyed our conversation on the parallels between our two municipalities. As such I would like to invite Clearwater County Council to Drayton Valley at a mutually convenient time so that we may learn more about each other and our respective communities.

Once again it was a pleasure to meet with you. We very much look forward to working with you in the future.

Yours Truly



Glenn McLean, B.A., J.D.  
Mayor

/rb

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