

CLEARWATER COUNTY COUNCIL AGENDA

May 24, 2016

9:00 A.M.

Council Chambers

4340 – 47 Avenue, Rocky Mountain House, AB

9:30 A.M. Delegation: Cornerstone Christian Fellowship Church - Albert Stolte

9:45 A.M. Delegation: Clearwater County Taxpayers' Association – Marianne Cole, President

10:00 A.M. Delegation: Village of Caroline – Mayor Rachele Peters

1:15 P.M. Public Hearing: Bylaw 1014/16 RMH Airport Development

A. CALL TO ORDER

B. AGENDA ADOPTION

C. CONFIRMATION OF MINUTES

1. May 10, 2016 Regular Meeting Minutes

D. AGRICULTURAL SERVICES & LANDCARE

1. Appointment of Pest and Weed Inspectors

E. COMMUNITY & PROTECTIVE SERVICES

1. Clearwater County/Province of Alberta Fire Bans/ Restrictions
2. 9:30 A.M. Delegation: Lease Agreement Between Clearwater County and Cornerstone Christian Fellowship Church - Albert Stolte
3. Rural Broadband Project
4. 2016 Graduation Ceremonies

F. CORPORATE SERVICES

1. Bylaw 1016/16 Rocky Rod & Gun Club Municipal Tax Exemption – First Reading
2. Tax Revenue at Risk

G. MUNICIPAL

1. 9:45 A.M. Delegation: Clearwater County Taxpayers' Association – Marianne Cole, President
2. 10:00 A.M. Delegation: Village of Caroline Request for Interim Funding – Mayor Rachele Peters
3. Legal Opinion – Village of Caroline Request for Interim Funding
4. Council Request for Municipal Inspection

H. PLANNING

1. 1:15 P.M. Public Hearing
2. Bylaw 1014/16 RMH Airport Development Second and Third Reading

I. INFORMATION

1. CAO's Report
2. Public Works Director's Report
3. Councillor's Verbal Report
4. Accounts Payable Listing
5. Councillor Remuneration

J. IN CAMERA*

1. O'Chiese Road

* For discussions relating to and in accordance with: a) the Municipal Government Act, Section 197(2) and b) the Freedom of Information and Protection of Privacy Act, Sections 21(1)(ii); 24(1)(a)(c) and (g); 25(1)(c)(iii); and 27(1)(a)

K. ADJOURNMENT

POSTPONED ITEMS

<u>Date</u>	<u>Item, Reason and Status</u>
03/08/16	087/16 Condor Community Centre Grant Request STATUS: Pending Information, Community & Protective Services/Public Works
03/08/16	091/16 Taimi Hall Grant Request STATUS: Pending Information, Community & Protective Services
03/08/16	099/16 Letter of Support Request – Rural Physician Action Plan STATUS: Pending Information, Rocky-Caroline-Clearwater Physician Recruitment and Retention Committee, Community & Protective Services



AGENDA ITEM

PROJECT: Appointment of Pest and Weed Inspectors		
PRESENTATION DATE: May 24, 2016		
DEPARTMENT: Agricultural Services & Landcare	WRITTEN BY: Matt Martinson	REVIEWED BY: Ron Leaf
BUDGET IMPLICATION: <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input type="checkbox"/> None <input checked="" type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy (cite) <i>Weed Control Act, Part 2 section 7(1) A local authority shall appoint inspectors to enforce and monitor compliance within this Act within the municipality</i> <i>Agriculture Pest Act, Section 10(1) states "A local authority shall appoint a sufficient number of inspectors to carry out this Act within the municipality."</i>		
STRATEGIC PLAN THEME: N/A	PRIORITY AREA: N/A	STRATEGIES: N/A
ATTACHMENT(S): N/A		
RECOMMENDATION:		
<ol style="list-style-type: none"> 1. That Council appoints the following Clearwater County Agricultural Services and Landcare staff as Weed Inspectors under the Alberta Weed Control Act for Clearwater County for the duration of their employment for field and administrative duties: Taya van der Vlis Rianna Follis Talyor Michalsky Devlyn Beeman Lisa Brown 2. That Council appoints the following Clearwater County Agricultural Services and Landcare staff as a Pest Inspectors under the Agriculture Pest Act for Clearwater County for the duration of their employment with Clearwater County for field and administrative duties Taya van der Vlis Rianna Follis Talyor Michalsky Devlyn Beeman Lisa Brown 		

BACKGROUND:

As part of the ongoing operations of the Ag services and Landcare Dept. weed Inspector appointments are required yearly to conduct inspections of deeded properties for noxious and prohibited noxious weeds. Appointments are required by law to enforce

the Weed Control Act within Clearwater County's boundaries. This program operates under the delegated authority of the Provincial Weed Control Act and Regulations. Within the Weed Control Act, Part 2 section 7(1) *A local authority shall appoint inspectors to enforce and monitor compliance within this Act within the municipality*

In addition to the historical weed inspector appointments, Pest inspector appointments will be required to carry out our Clubroot, Grasshopper, and Fusarium surveys in the 2016 season. The Agricultural Services and Landcare dept. would encourage that the County include the same summer staff as Agriculture Pest inspectors under the Agricultural Pest Act.

Within the Agriculture Pest Act, Section 10(1) states "*A local authority shall appoint a sufficient number of inspectors to carry out this Act within the municipality.*"



AGENDA ITEM

PROJECT: Clearwater County/Province of Alberta Fire Bans/ Restrictions		
PRESENTATION DATE: May 24, 2016		
DEPARTMENT: CCPS	WRITTEN BY: Ted Hickey	REVIEWED BY: Ron Leaf
BUDGET IMPLICATION: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy (cite) Bylaw: _____ Policy: _____		
STRATEGIC PLAN THEME: 2. Well Governed and Leading Organization 3. Community Well-Being	PRIORITY AREA: 2.1, 2.2, 2.5, 3.1, 3.2, 3.3	STRATEGIES: 2.1.1, 2.2.1, 2.5.8, 3.1.2, 3.2.1, 3.2.2, 3.2.3
ATTACHMENT(S): map		
RECOMMENDATION: That Council: 1) Requests a meeting with the Minister of Alberta Agriculture and Forestry to discuss coordination of bans or restrictions within the Forest Protection Area that are within the Clearwater County Municipal Boundaries.		

BACKGROUND:

Historically, AB Forestry and Clearwater County have worked cooperatively in communicating Fire Bans or Restrictions within this area. As much of Clearwater County is “forest protection area”, (see map) the County follows the Province’s lead on announcing, amending or rescinding fire bans or restrictions to avoid conflicting messaging to the public.

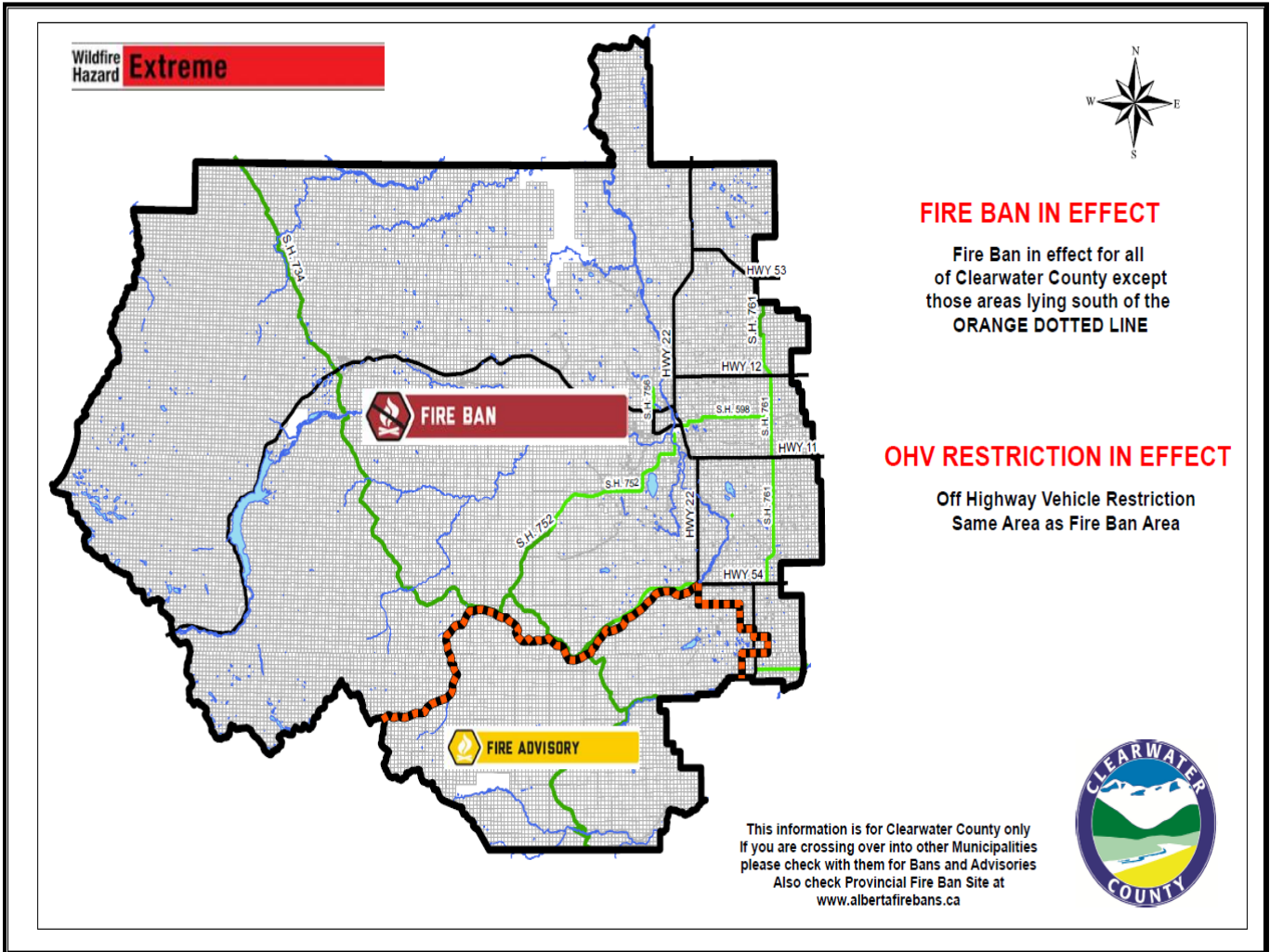
Late on May 13, 2016 Alberta Agriculture and Forestry issued changes in its Fire Bans/Restrictions using Highway 11 and the Clearwater River as the boundary for maintaining the Provincial Fire Band & OHV ban.

The effective outcome of using this boundary created concerns and challenges for residents, campground operators, tourism related vendors as well as County departments in clearly and concisely informing the public of Fire Restrictions and Fire Bans.

A root cause of concerns and challenges has been identified as the differing mapping boundaries and/or decisions on Fire Ban boundaries that fall within the Forest Protection Area and within the Clearwater County Municipal Boundaries. Similarly the change was communicated after 3:00 p.m. on Friday, which further complicated messaging.

Gaining public understanding and compliance in preventing fires and general public safety has been affected. County staff are working with local Ag & Forestry staff however the decisions with respect to fire ban locations and timing occurs in Edmonton.

At the request of Councilor Earl Graham, this information item is being brought forward to Council for discussion and to explore whether a meeting with Minister Carlier, as Minister of Agriculture and Forestry.





AGENDA ITEM

PROJECT: Lease Agreement Between Clearwater County and Cornerstone Christian Fellowship		
PRESENTATION DATE: May 24, 2016		
DEPARTMENT: CCPS	WRITTEN BY: Ted Hickey	REVIEWED BY: Ron Leaf
BUDGET IMPLICATION: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input checked="" type="checkbox"/> County Bylaw or Policy (cite) Bylaw: _____ Policy: Rail Right of Way Disposition Policy		
STRATEGIC PLAN THEME: 3. Community Well Being	PRIORITY AREA: 3.1 Sustain the recreation, cultural and quality of life needs of the community.	STRATEGIES: 3.1.2
ATTACHMENT(S): 1. February 19, 2016, Clearwater County Cover Letter and Lease Agreement Between Clearwater County and Cornerstone Christian Fellowship 2. November 25, 2014, Clearwater County Council Agenda: CP Rail – Alhambra – NW 9-39-5 W5		
RECOMMENDATION: 1) That Council confirm its November 25, 2014 direction to Administration regarding lease of the 25 meters of CP Rail right of way NW 9 39 5 W5M to Cornerstone Christian Fellowship.		

BACKGROUND:

Administration have been working with the Cornerstone Christian Fellowship to address a land encroachment within areas of the Hamlet of Alhambra.

At the November 25, 2014 Regularly Scheduled Council Meeting, Council approved the motion "That Council approves lease of the 25 meters of CP Rail right of way NW 9 39 5 W5M to Cornerstone Christian Fellowship and retains remainder of land under County ownership."

Administration completed the necessary work to create four theoretical lots for future consideration of development, one lot meeting the 25 meters of CP Rail right of way NW 9 39 5 W5M. A Lease Agreement was created and this was forwarded to Cornerstone Christian Fellowship. The lease indicates Council's direction as of November 25, 2014 and identifies the 25 meters of land within the CP Rail right of way NW 9 39 5 W5M.

Further discussions occurred between Administration and Cornerstone Christian Fellowship (Mr. Stolte) with no completion of the lease agreement.

During a December 17, 2015 meeting Mr. Stolte indicated to Administration that the Cornerstone Christian Fellowship wished to purchase the land indicated on the lease. This new request is contrary to Council's motion and would require substantial costs to the County in addressing surface draining issues and road work to bring all properties to legislative standards.

The lease agreement was amended to reflect a concern regarding long term security of the leased land and the right of first refusal if and when the County sold any of the lands within the area adjacent to the Cornerstone Christian Fellowship Church lands. This was forwarded to Cornerstone Christian Fellowship (Mr. Stolte) on February 19, 2016(attached).

Mr. Albert Stolte from the Cornerstone Christian Fellowship has requested an opportunity to address Council regarding this matter.



February 19, 2016

Cornerstone Christian Fellowship Church
118 Centro Avenue
Alhambra, Alberta
T0M 0C0

Attention: Albert Stolte

RE: Lease of County Lands

Dear Mr. Stolte:

Please find enclosed two copies of the completed lease concerning Clearwater County and Cornerstone Christian Fellowship Church that has been discussed between yourself and County administration.

Please sign both of the documents and deliver them to the County office in person or by mail. Your copy of the lease will be mailed to you after it is fully executed. Please feel free to contact my administrative assistant Whitney Wedman with any questions or concerns at 403-845-4444 or via email at wwedman@clearwatercounty.ca.

Sincerely,

Edward (Ted) Hickey
Director, Community and Protective Services
tedhickey@clearwatercounty.ca



Clearwater County
P.O. Box 550
4340 -47 Avenue
Rocky Mountain House, AB | T4T 1A4
Office: 403.845.4444 Ext 4017 | Fax: 403.845.7330

LEASE AGREEMENT

THIS LEASE AGREEMENT made effective the ____day of _____, 2016.

BETWEEN:

CLEARWATER COUNTY

Box 550
4340 47 Avenue
Rocky Mountain House, Alberta T4T 1A4
(hereinafter referred to as the "Lessor")

OF THE FIRST PART

-and-

CORNERSTONE CHRISTIAN FELLOWSHIP

Box 7
Alhambra, Alberta T0M 0C0
(hereinafter referred to as the "Lessee")

OF THE SECOND PART

WHEREAS:

A. The Lessor is the registered owner of the following lands legally described as:

RAILWAY PLAN 4142 A.R.
RIGHT OF WAY WITHIN MERIDIAN 5 RANGE 5 TOWNSHIP 39
COMPRISING PARTS OF:

SECTION	HECTARES	(ACRES)	MORE OR LESS
N.W. 9	8.33	20.59	

EXCEPTING THEREOUT:

		HECTARES	(ACRES)	MORE OR LESS
A) PLAN 4363BM	ROAD	0.765	1.89	
B) PLAN 7821377	SUBDIVISION	4.87	12.03	
C) PLAN 1321875	SUBDIVISION	0.979	2.42	
D) PLAN 1323648	SUBDIVISION	0.835	2.06	
E) PLAN 1325374	SUBDIVISION	0.144	0.36	

EXCEPTING THEREOUT ALL MINES AND MINERALS

(the “Lands”)

B. The Lessee is the registered owner of lands legally described as:

PLAN 9222530

LOT 1

EXCEPTING THEREOUT ALL MINES AND MINERALS

(the “Adjacent Lands”)

C. The Lessee has constructed a church, a 1996 single wide mobile home and three storage sheds on the Adjacent Lands, a portion of which encroach upon the Lands (such encroaching portions are hereinafter collectively referred to as the “Buildings”)

D. The Lessee wishes to lease a portion of the Leased Premises in accordance with the terms and conditions contained herein.

NOW THEREFORE IN CONSIDERATION of the sum of ONE (\$1.00) DOLLAR paid per annum by the Lessee to the Lessor, the receipt of which sum is hereby acknowledged by the Lessor, and the covenants and agreements herein contained, the parties agree as follows:

DEFINITIONS

1.0 In this Lease, the following words shall be defined as follows:

- (a) “Commencement Date” means the _____ day of _____, 2016, unless otherwise agreed to in writing by the parties;
- (b) “Goods and Services Tax” means the Goods and Services Tax payable by the Lessee to the Lessor pursuant to the Excise Tax Act, subject to Section 2.0 of this Lease;
- (c) “Leased Premises” means all that portion of the Lands as shown on Schedule “A” attached to this Lease;
- (d) “Hazardous Substances” means toxic, hazardous, dangerous or potentially dangerous substances of any kind whatsoever including, without restricting the generality of the foregoing, urea formaldehyde, asbestos, hydrocarbons, petroleum products, PCB transformers and those elements, materials, substances or compounds which are regulated by federal, provincial or local statute, law, ordinance, code, rule, regulation, order or decree including, but not limited to, the Environmental Protection and Enhancement Act (Alberta), as amended from time to time, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or

dangerous or potentially dangerous waste, substance or material of any kind or nature whatsoever;

- (e) “Lease” means this Lease Agreement, as amended from time to time in writing by Agreement between the Lessor and the Lessee;
- (f) “Permitted Use” means:
 - i) The operation and management of a church;
 - ii) Any required storage for the church;
- (g) “Rent” means the rent payable by the Lessee pursuant to Section 1.7 of this Lease, together with any other sums, amounts, costs or charges as may be required to be paid by the Lessee to the Lessor pursuant to the terms of this Lease;
- (h) “Term” means the term of this Lease as set forth in Section 1.2 of this Lease
- (i) “Lands” means the property owned and registered to the Lessor as legally described above.

Grant of Lease

- 1.1 The Lessor hereby demises and leases to the Lessee, and the Lessee hereby leases from the Lessor, the Leased Premises, subject to the terms and conditions of this Lease.

Term

- 1.2 The Term of this Lease shall be for Ten (10) years commencing on the Commencement Date. Subject always to the earlier termination or renewal of this Lease as provided in this Lease.

Renewal

- 1.3 Provided the Lessee is not in default at the expiration of the Term and has never been in default of any of the terms of this Lease, the Lessee shall have options to renew this Lease for additional terms of Ten (10) years, upon the same terms and conditions as contained within this Lease.

- 1.4 The Lessee shall notify the Lessor of its intention to renew the Lease in writing no later than Six (6) Months prior to the expiration of the Term.

Use

- 1.5 The Lessee may use the Leased Premises for the Permitted Use in accordance with the applicable land use bylaw, as amended from time to time, and for no other purposes whatsoever unless expressly authorized in writing by the Lessor, which authorization may be unreasonably withheld. The Lessee agrees that the Lessee will not use or occupy the Leased Premises or permit the Leased Premises to be used or occupied for any illegal or unlawful purpose nor do or omit or permit to be done or omitted upon the Leased Premises anything which may be or result in a nuisance.
- 1.6 The Lessee shall provide reasonable access to Clearwater County departments, employees, agent, contractor or business working on behalf of or as directed by Clearwater County to the leased premises at any time during the term hereof.

Rent

- 1.7 The Rent payable by the Lessee to the Lessor for the initial Term of this Lease shall be the sum of ONE (\$1.00) Dollar per year, payable on or before the annual anniversary of the Commencement Date in each and every year of the Term starting with the Commencement Date.
- 1.8 The Lessor and the Lessee hereby covenant and agree that for all purposes that this Lease shall be a net lease for the Lessor, and that save and except for as specifically set forth within this Lease, the Lessor shall not be responsible for any cost, charge, expense or outlay of any nature whatsoever arising from or relating to the Leased Premises or any impositions, costs and expenses of every nature and kind relating to the Leased Premises whether or not specifically provided for within this Lease. All such costs shall be the responsibility of the Lessee to pay promptly when due. To the extent that any such costs are paid by the Lessor, the Lessee shall reimburse the Lessor immediately upon demand, such sums being collectable in the same manner as rent.

Utilities, Expenses, Operating Costs, Taxes

- 1.9 The Lessee shall operate, maintain and manage the Leased Premises and the Buildings in a manner consistent with the Permitted Use, in a safe, efficient, and good and workmanlike manner, in substantially the same manner as a prudent owner would operate, maintain and manage the Leased Premises and Buildings, and shall take such action as appropriate to ensure that the Leased Premises and Buildings are properly and adequately supervised including, without limiting the generality of the foregoing, the Lessee shall:

- (a) Undertake all activities and provide all services reasonably required for the efficient management, operation and maintenance of the Buildings as a prudent owner would in similar circumstances;
- (b) Promptly pay when due (subject to a bona fide contesting of the validity of the said costs) any and all charges, impositions, costs and expenses of every nature and kind relating to the Buildings and the maintenance, operation, cleaning, and repair of the Buildings including, without restriction, all costs relating to cleaning the interior and exterior portion of the Buildings, window cleaning, garbage disposal, and repairing damaged components of the Buildings;
- (c) Not cause or suffer or permit any Hazardous Substances to be improperly stored or released in or upon the Buildings, or discharged into the Buildings or into any driveways, ditches, water courses, culverts, drains or sewers in or adjacent to the Buildings (specifically excluding any Hazardous Substances which may exist within or upon the Leased Premises as of the Commencement Date);
- (d) Not do, omit to do, permit to be done, or omit to permit to be done, any act or thing which may render void or voidable or conflict with the requirements of any policy or policies of insurance, including any regulations of fire insurance underwriters applicable to such policy or policies, under which the Buildings or the contents of the Buildings are insured;
- (e) Promptly perform all snow removal, dust abatement, erosion protection, seeding, grassing, weed control and routine yard maintenance required upon the Leased Premises; and
- (f) Maintain (including, without limitation, the performance of regular and periodic servicing, maintenance and inspections) in good operating condition and to the reasonable satisfaction of the Lessor, all structural components and roofs comprising the Buildings in accordance with the standards established from time to time by applicable land use bylaws and safety codes requirements.

2.0

- (a) The Lessee shall pay, when and if they shall become due and payable, all real estate taxes, assessments, rates and charges and other government imposition, general or special, ordinary or extraordinary, foreseen or unforeseen, of every kind, including assessments for local or public improvements and school taxes which may at any time during the Term be imposed, assessed or levied, in respect of the Lessee's leasehold interest in the Leased Premises and all fixtures and improvements from time to time located thereon. The Lessee shall furnish to the Lessor, within Sixty (60) Days a receipt of a written request from the Lessor, official receipts or other proof satisfactory to the Lessor evidencing the payment of taxes.

- (b) The Lessee shall be responsible for the payment of any and all Goods and Services tax pursuant to the Excise Tax Act (Canada), or other value added tax which may be imposed in place of or in addition to the goods and services tax, which may become payable in respect of any sums to be paid pursuant to the terms of this Lease.

Alterations, Additions and Improvements

- 2.1 The Lessee is not entitled to make alterations, additions or improvements to the Leased premises whether structural or non-structural without prior written approval from the Lessor and a development permit.
- 2.2 The existing improvements, identified as:
 - (a) 1996 Single Wide Mobile Home;
 - (b) Church office/meeting room; and
 - (c) Three (3) storage sheds;

which are located on and/or encroach upon the Leased Premises may remain on the Leased Premises during the term of this Lease.

Right of First Refusal

- 2.3 The Lessor covenants and agrees not to sell or transfer the Leased Premises or any part thereof during the currency of this Lease unless and until it has strictly complied with the terms hereof.
 - (a) if at any time during the currency of this Lease, the Lessor receives a bona fide arm's length offer (the "Offer") from a third party to purchase the Leased Premises or any part thereof, upon terms and conditions which the Lessor is prepared to accept, the Lessor shall first deliver to the Lessee a true and complete copy of the Offer. The Lessor hereby agrees that the Lessee shall have an irrevocable option within the Ten (10) business days from delivery of a copy of said Offer to elect to purchase the Leased Premises from the Lessor on the same terms and conditions as set out in the Offer, except that the completion of the sale and payment of the purchase price shall be Sixty (60) Days after delivery of the notice of the Lessee's election.
 - (b) If at any time the Lessor wishes to subdivide and sell the Lands the Lessor hereby grants the Lessee a right of first refusal to purchase a subdivided lot of the lands, referred to in this Lease as Lot A, B, C, in Schedule "C" and legally described as:

RAILWAY PLAN 4142A.R.
 RIGHT OF WAY WITHIN MERIDIAN 5 RANGE 5 TOWNSHIP 39
 COMPRISING PARTS OF:

SECTION	HECTARES (ACRES) MORE OR LESS	
N.W. 9	8.33	20.59

EXCEPTING THEREOUT:

		HECTARES	(ACRES) MORE OR LESS
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D) PLAN 1323648	SUBDIVISION	0.835	2.06
E) PLAN 1325374	SUBDIVISION	0.144	0.36

EXCEPTING THEREOUT ALL MINES AND MINERALS.

- (c) If the Lessee does not give any notice of election to purchase within the Ten (10) business day period following receipt of the copy of the Offer, then the Lessor may dispose of the Leased Premises to the third party on terms and conditions no less favorable to the Lessor than the terms and conditions set out in the Offer, but not otherwise.
- (d) If the Lessee elects to purchase the Leased Premises, it shall provide written notice thereof to the Lessor within Ten (10) business days after receipt of a copy of the Offer, together with the same deposit as the Offer required.

Insurance

- 2.4 The Lessee, at its sole cost and expense, take out and keep in full force and effect, or cause its agent to take out and keep in full force and effect, the following insurance:
 - (a) comprehensive general liability insurance with inclusive limits of not less than \$2,000,000.00; and
 - (b) any other form of insurance as the Lessor may reasonably require from time to time.
- 2.5 On the comprehensive general liability policy of insurance listed above, the Lessor shall be named as an additional insured and such insurance shall include coverage for participant liability.
- 2.6 The Lessee shall forthwith provide a copy of the certificates of insurance per annum for the aforementioned policies to the Lessor.

- 2.7 All insurance policies shall include a provision whereby the insurance provider will notify both parties hereto thirty (30) days in advance of any material change to, cancellation or termination of the insurance policies listed above.
- 2.8 Each of the parties hereto shall indemnify and save harmless the other party hereto for any damages, losses (including legal fees on a solicitor and his own client full indemnity basis), injuries or loss of life, resulting from the acts or omissions of their respective employees, servants or agents which may occur in the performance, purported performance, or non-performance of their respective obligations in relation to the Buildings or the Leased property as identified in attached Schedule "A", provided that such indemnity shall be limited to an amount in proportion to the degree to which the indemnifying party, its employees, servants or agents are at fault or otherwise held responsible in law. This indemnification shall survive the termination of this Lease.

Termination

- 2.9 Each party has the right to terminate this Lease of the Term upon Six (6) months written notice to the other party or upon mutual Lease hereto.
- 3.0 Upon the expiration or earlier termination of this Lease, the Lessee shall immediately quit and surrender possession of the leased premises in substantially the condition in which the Lessee is required to maintain the leased premises excepting only reasonable wear and tear. Upon such surrender, all right, title, interest and obligations of the Lessee in the leased premises shall cease.
- 3.1 Upon the termination of the rights and privileges granted to the Lessee pursuant to the terms of this Lease, the Lessee shall:
- (a) Remove the Buildings from the Leased Premises; and
 - (b) Attend to the repair and reclamation of the Leased Premises to the reasonable satisfaction of the Lessor.
 - (c) The Lessee's obligations under Section 3.1 shall survive the termination of this Lease for any reason whatsoever, and shall remain binding upon the Lessee until all such obligations are satisfied in full.
- 3.2 Should the Lessee be in default of any term, covenant or condition herein contained, the Lessor shall have the option to terminate this Lease on Six (6) months prior written notice to the Lessee, provided such default has not been rectified by the Lessee within said Six (6) month notice period.

- (a) In addition to the rights and remedies afforded to the Lessor hereunder, should the Lessee be in default of any term, covenant or condition herein contained, the Lessor shall have the right (but not the obligation), without notice, to rectify such default on behalf of the Lessee, and all cost, expenses and outlays whatsoever incurred by the Lessor in rectifying such default shall be payable by the Lessee on demand. The obligation of the Lessee under this Section shall survive the termination of this Lease for any reason whatsoever, and shall remain binding upon the Lessee until all such obligations are satisfied in full.

Dispute

- 3.3 If any dispute arises between the parties hereto with respect to any of the provisions of this Lease which cannot be resolved by mutual agreement between the parties hereto, the parties shall submit to Alberta Dispute Resolution Services, which if unsuccessful through mediation both parties shall submit to Judicial Dispute Resolution through arbitration in Alberta Provincial Court. Each party shall bear its own costs related to mediation and or arbitration.

Notices

- 3.4 All notices to be given in relation to this Lease, as well as all requests for prior written consent required under this Lease, may be hand delivered or sent by prepaid courier or registered mail addressed to the parties as follows:
 - (a) To the Lessor at the address for service as described on the certificate of title to the Lands from time-to-time;
 - (b) To the Lessee at the address for service as described on the certificate of title to the Adjacent Lands from time-to-time;

Or at such other address, in either case, as the Lessee or the Lessee respectively may from time-to-time appoint in writing. Any notice sent in accordance with this Section shall be deemed to be given to and received by the addressee Seven (7) Days after the mailing thereof, postage prepaid, save and except for periods of postal interruption, in which case all notices required herein shall be sent by pre-paid courier or hand delivered and shall be deemed to have been received upon delivery thereof.

Other

- 3.5 This Lease is not assignable by either party hereto without the prior written consent of the other party hereto.
- 3.6 This Lease may be amended by mutual written consent of the parties hereto.
- 3.7 This Lease is binding and shall enure to the benefit of the parties hereto and their successors and permitted assigns.

- 3.8 The parties hereto acknowledge and agree that this Lease does not create and shall not be construed as creating any relationship of agency, partnership or joint venture between the parties hereto. The parties hereto enter this Lease as, and shall remain, independent parties.
- 3.9 If any term, covenant or condition of this Lease, or the application thereof to any person or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then that term, covenant or condition: (i) is deemed to be independent of the remainder of this Lease and to severable and divisible therefrom, and its invalidity, unenforceability or illegality does not affect, impair or invalidate the remainder to the Lease or any part thereof; and (ii) continues to be applicable to and enforceable to the fullest extent permitted by law against any person and circumstances other than those as to which it has been held or rendered invalid, unenforceable or illegal.
- 4.0 This Lease sets forth all covenants, promises, representations, agreement, conditions and understanding between the Lessor and the Lessee concerning the lands and there are no other covenants, promises, representations, agreements, conditions, or understandings, either oral or written, between them. No alteration or amendment to this Lease will be binding upon the Lessor or the Lessee unless in writing and signed by the Lessor and the Lessee.
- 4.1 This Lease shall be construed in accordance with and governed by the laws of the Province of Alberta.
- 4.2 The Lessee obligations contained within this Lease shall survive the expiration or termination of this Lease for any reason whatsoever until satisfied in full, and shall not be merged upon the execution of any other documentation by the parties.
- 4.3 Notwithstanding anything contained herein, time shall in every respect be of the essence.
- 4.4 The parties hereby acknowledge and confirm that each was advised by the other to obtain independent legal or other professional advice, and that each has had an opportunity to read, review and understand the nature and effect of the provisions of this Lease prior by executing this Lease. Each hereby confirms that it has had the opportunity to seek independent legal or professional advice prior to executing this Lease and has either:

- (a) Obtained such legal or other professional advice; or
- (b) Waived the right to obtain such independent legal or other professional advice.

IN WITNESS WHEREOF the parties have executed this Lease under their hands and seals, or under the hands of its duly authorized signing officers and under its corporate seal, this _____ day of _____, 2016.

CLEARWATER COUNTY

Ron Leaf, CAO

Patrick Alexander, Reeve

CORNERTONE CHRISTIAN FELLOWSHIP CHURCH

Albert Stolte

Witness



Agenda Item

TABLED ITEM: CP Rail - Alhambra- NW 9-39-5 W5	
Presentation Date: November 25, 2014	
Department: Planning & Development	Author: Marilyn Sanders
Budget Implication: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation	
Strategic Area: Land and Economic Development	Goal: Council will encourage development in and around hamlets that is complimentary to the function and character of the community with a view to encouraging economic and residential development.
Legislative Direction: <input type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) _____ <input checked="" type="checkbox"/> County Bylaw or Policy (cite) <u>Rail Right-of-Way Disposal Policy</u>	
Recommendation: Administration is recommending Council approve Option 6, to lease 25 metres of land to the Church and retain the remainder of the land in the County's name.	
Attachments List: Aerial photographs	

Background:

At the October 28th meeting the following was presented to Council:

In 2005 Clearwater County Council approved the plan to dispose of the abandoned CP Rail Line to adjacent land owners, which was purchased by Clearwater County from Canadian Pacific Railway. This project has been passed through several hands and is now in its tenth year of processing. In July of 2005 Clearwater County adopted the Rail Right-of-Way Disposal Policy. Policy 10 is specific to the hamlets and it states: “ *The right of way lands within the hamlets of Condor and Alhambra will be considered on an individual basis separate from this policy. Council will determine how and if lands will be disposed.*”

The property in question is in Alhambra. The proposed Block 6 contains 3.08 acres consisting of two residential lots, a public institution (church) located on the south side of the land and the vacant rail way lands on the north side.

On October 17, 2014 it was proposed to the landowners to consolidate 12 metres of the rail way lands to the north of their properties. Landowners Bradley Loomer and Jason Cable have agreed to this proposal. Albert Stolte, representing the Cornerstone Christian Fellowship Church has rejected the proposal stating a prior indication from Council granting 25 metres to the Church.

Council subsequently asked for further research and options.

A site inspection was carried out by Public Works and Planning staff. The site inspection indicated the railway bed and all lands south being higher developed lands. The manufactured home dwelling, meeting room and shed behind the dwelling for the church property are either partially or wholly located on the railway lands. Mr. Cable is utilizing the railway lands to park extra vehicles on.

The lands lying north of the railway bed are lower in elevation. There appears to be a drainage path located at the north side of the railway bed, flowing west to east. The land appeared to rise slightly to the adjacent street to the north. Shots were not undertaken at the time of inspection to determine the extent of the elevation change. However, it would appear that fill, ditching of the street and lot contouring would resolve drainage/low area concerns to make the land developable.

There would appear to be various options available to Council to consider:

Option 1 (create 3 new lots):

Proceed with the proposed subdivision, consolidating 12 metres (39 ft) of land to the north side of the adjacent properties and creating three new residential parcels as originally proposed.

- Positive: Create 3 new lots for residential development
- Negative: Church property constrained
3 new private septic systems
Encroachments would need to be removed
Easterly new lot would be slightly less than minimum because of road widening
Existing residential lots continue to be substandard size
Requires ditching, fill and lot contouring to ensure positive drainage off lots

Option 2 (25 m consolidation with green space):

Amend the proposed subdivision, consolidating 25 metres (82 ft) of land to the north side of the adjacent properties and keep the remaining land as green space. Leave remaining land as is – green space owned by the County.

- Positive: Church property would encompass existing development
All lots would have same rear lot extension
Drainage would continue as is – no ditching required
- Negative: Green space would need to be maintained by County
1 residential lot will continue to be substandard size
Encroachments will continue to be an issue to be addressed

Option 3 (full extension for church, 12m for Loomer & Cable, create 1 new lot):

Amend the proposed subdivision:

- * extending the east boundary of the church property all the way north to the street thus consolidating the entire western portion into the church property;
- * consolidate 12 metres (39 ft) of land with the Loomer and Cable properties;
- * create one residential lot north of the Loomer and Cable properties;
 - Positive: Create 1 new lot for residential development
Residential lots acquire originally accepted additional land
 - Negative: 1 new private septic system
Existing residential lots continue to be substandard size
Requires ditching, fill and lot contouring to ensure positive drainage off lot

Option 4 (full consolidation):

Amend the proposed subdivision, consolidating full lot extensions with all 3 existing lots.

- Positive: Allows for future expansion of Church and parking space
Residential lots meet minimum parcel size
- Negative: Requires a drainage easement to be registered

Option 5 (25m extension for church, 12m for Loomer & Cable, create 1 new lot; create green space):

Amend the proposed subdivision:

- * consolidating 25 metres (82 ft) of land to the north side of the church property;
- * consolidating 12 metres (39 ft) of land to the north side of the 2 residential lots;
- * create one residential lot north of the 2 existing residential lots; and
- * keep the remaining land north of the church land as green space owned by the County.
 - Positive: Create 1 new lot for residential development
Church property would encompass existing development
 - Negative: 1 new private septic system
Existing residential lots continue to be substandard
Requires ditching, fill and lot contouring to ensure positive drainage off lot

Option 6 (lease existing land):

Do not proceed with the proposed subdivision. Lease the existing 25m of land to the church, retain remainder.

- Positive: Temporarily meets Church's needs
- Negative: Church property constrained
Building setback issue not resolved
Residential lots remain substandard
Encroachments likely to continue

Planning and Development prefers Option 4 (full consolidation).

Public Works prefers Option 1 (create 3 new lots); or Option 3 (full extension for church, 12m for Loomer & Cable, create 1 new lot).

RECOMMENDATION:

Administration is recommending Option 6 lease 25 metres of land to the Church and retain the remainder of the land in the County's name.

OPTION 1
12m consolidation with 3 lots
Create 3 new residential lots

Road widening



Hamlet of Alhambra
Abandoned CP Lands Project



OPTION 2
25m Consolidation with all lots

Leave County Owned
Green Space

Church
0.81 ac. to 1.37 ac

Loomer

1,093m² to 1,842m²

Cable

765m² to 1,309m²



Hamlet of Alhambra
Abandoned CP Lands Project



OPTION 3
Full consolidation with church lot
12m consolidation with 2 lots
Create 1 new residential lot



Hamlet of Alhambra
Abandoned CP Lands Project



**OPTION 4
Full Consolidation**

Road widening

Church 0.81 ac. to 1.97 ac	Loomer 1,093m ² to 2,637m ²	Cable 765m ² to 1,874m ²
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**Hamlet of Alhambra
Abandoned CP Lands Project**



OPTION 5
Partial Consolidation
Create 1 new residential lot



Hamlet of Alhambra
Abandoned CP Lands Project





AGENDA ITEM

PROJECT: Rural Broadband Project		
PRESENTATION DATE: May 24, 2016		
DEPARTMENT: All	WRITTEN BY: Ted Hickey/Ron Leaf	REVIEWED BY: Ron Leaf
BUDGET IMPLICATION: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy (cite)		
STRATEGIC PLAN THEME:	PRIORITY AREA:	STRATEGIES:
ATTACHMENT(S): N/A		
RECOMMENDATION: That Council: <ol style="list-style-type: none"> 1) Reviews, amends if required, and approves the broadband study proposal 2) That Council approves staff proceeding with Phase 1 activities 		

BACKGROUND:

At their February 22 meeting Council accepted the Rural Communications Committee's recommendation that the County play a role in enhancing broadband internet service within the County.

Following Council's April 18 broadband workshop, Administration was asked to recommend a study/development plan for Council regarding two potential goals:

- The construction of a fibre optic network servicing the majority of the residents and businesses in Clearwater County;
- The construction of a fibre/wireless network locating fibre in higher population/business density areas of the County with a series of towers to augment areas of the County currently considered "under-served" (under 5mbs/1.5 mbs) or "non-served" (only served by satellite).

In relation to moving forward achieving Council's goal of enhancing broadband service, Administration proposes a three phased approach to assist Council in evaluating which option it wishes to pursue:

Phase 1 would be an assessment of current wireless and fibre services, current technology, municipal/provincial government needs and community need and

interest. This Phase could also include a conceptual fibre design identifying where population/property densities are sufficient to support a viable business model. In terms of “viability, Administration understands that the fibre or fibre/tower concept is to be operated as a “utility”, which staff understand to mean that the broadband service must be financially self-sufficient and not dependent on tax support to meet capital and operational costs.

- Phase 2 would entail development of more detailed engineering design and cost estimates. This Phase would entail “ground truthing” potential routes (e.g. evaluation of power poles related to aerial deployment, inventorying pipeline, wetlands, etc.). Administration understands that the Rural Communication’s Committee has proposed that the County act as the General Contractor on a fibre build and the requirements and details associated with the County acting in such a capacity would be evaluated during this Phase.
- Phase 3 would entail the development of detailed engineered construction plans, permitting (e.g. crossing agreements, wetland permitting, etc.) and if the County is to be the General Contractor, contracting trades and sub-trades and overseeing the construction of the fibre and tower systems,. Alternately, a Request for Proposal (RFP) process would be used to achieve a design build, “key turn” system.

In terms of the Phase 1 work, Administration recommends the following evaluations be undertaken:

- 1) Fibre Optic system - conceptual assessment
Administration proposes hiring a communications firm/engineer to identify areas of the county with population densities to support a fibre system. This work is envisioned to include a conceptual fibre design with preliminary budgets. The conceptual design would be based upon population density, business locations, County facility locations and, potentially oil/gas facilities drawn from the County’s GIS data to determine areas for fibre deployment and conceptual route(s). Costing for this work is still being determined.
- 2) Presentations from Wireless Internet Service Providers (WISPs)
Administration recommends that the various WISPs operating in Clearwater County be invited to present to Council to discuss their development plans and what, if any, partnerships might be developed with the County to enhance their provision of broadband service. These presentations would include local WISPs, (e.g. Pure High Speed, Harewaves) as well as WISPs with provincial presence, such as CCI and Xplornet.

Staff also recommends that Telus, Bell, Rogers and Shaw also be invited to discuss the future of mobility services and potential technological advances that may address or augment rural broadband needs.

3) Satellite

Administration also recommends that Council receive presentations on pending upgrades in satellite service related to the launching of new satellites being launched in 2016 and 2019. Xplornet provides satellite service using high orbiting satellite; staff will endeavor to locate an individual or firm who might present on low orbit satellite technology.

4) Community survey

Administration recommends that prior to proceeding to Phase 2 that a community survey be sent out as part of Council's evaluation process. Administration anticipates using a similar process as the County of Lacombe and the Town of Olds did, to gauge area resident and business interest in enhanced service.



AGENDA ITEM

PROJECT: 2016 Graduation Ceremonies – Invitations for Council Member Attendance		
PRESENTATION DATE: May 24, 2016		
DEPARTMENT: CCPS	WRITTEN BY: Jerry Pratt	REVIEWED BY: Ted Hickey/Ron Leaf
BUDGET IMPLICATION: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy (cite) Bylaw: _____ Policy: _____		
STRATEGIC PLAN THEME: NA	PRIORITY AREA:	STRATEGIES:
ATTACHMENT(S): N/A		
RECOMMENDATION: That Council authorizes attendance for each ceremony in 2016.		

BACKGROUND:

Graduation ceremonies are once again scheduled with invitations received requesting Clearwater County Councilor attendance.

- **June 22** at 9:00 AM. **Pioneer School** - Grade 6 Graduation to which Council has been invited to attend.
- **June 28** at 1:00 PM. **West Central High School** Graduation is in the Gymnasium. They ask for a short greeting.
- **June 29** at 5:50 PM. **St. Dominic Catholic High School** Graduation at the Lou Soppit Community Center. Dinner starts at 5:50 PM with the ceremonies starting at 7:30 PM.
- (Date and Time Yet to be Confirmed). **Caroline School** but their ceremonies are usually in the first 2 weeks of June.
- (Date and Time Yet to be Confirmed). **David Thompson High School** but their ceremonies are usually in the first 2 weeks of June.

In order for Staff to confirm attendance with each school, staff is requesting that Council determine Councilor attendance at the remaining ceremonies.



AGENDA ITEM

PROJECT: Bylaw 1016/16 Rocky Rod and Gun Club Municipal Tax Exemption		
PRESENTATION DATE: May 24 2016		
DEPARTMENT: Corporate Services	WRITTEN BY: Rudy Huisman	REVIEWED BY: Ron Leaf
BUDGET IMPLICATION: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy (cite) Bylaw: _____ Policy: _____		
STRATEGIC PLAN THEME: Community Well Being	PRIORITY AREA: Services	STRATEGIES: Sustain the recreation, cultural and quality of life needs of the Community
ATTACHMENT(S): Bylaw 1016/16 A bylaw to exempt from municipal taxes the property leased by the Rocky Rod and Gun Club		
RECOMMENDATION: THAT Council reviews the draft bylaw and provides first reading.		

BACKGROUND:

Before 2015, the lands leased by the Rocky Rod and Gun Club were classified as exempt. After a full re-inspection of the County’s assessment base, the exempt status for these properties was removed and for the first time, the land leased by the Club became subject to property taxes including municipal, education and seniors housing levies.

At the Council meeting of August 11, 2015, representatives from the Rocky Rod and Gun Club requested that Council reverse its decision to not provide tax free status for the Club. At that meeting, Council was informed that the Club had filed an appeal with the Regional Assessment Review Board challenging the removal of the exempt status.

The Central Alberta Regional Assessment Review Board heard the Club’s appeal on November 5, 2015 and provided the following decision:

“The assessments for the subject properties are CONFIRMED, tax exemption status is denied”.

The Club returned to Council on January 26, 2016 and asked Council to pass a bylaw under section 364(1) of the Municipal Government Act which gives authority to a Municipal Council to pass a bylaw exempting nonprofit organizations from municipal tax but not from the levies related to education or seniors housing.

At the January 26, 2016 meeting, Council requested staff to draft a bylaw exempting the Rocky Rod and Gun Club from the municipal portion of the annual property tax. (Resolution 031/16.)

Attached to this item, staff has provided a draft bylaw as requested by Council.

BYLAW NO. 1016/16

A BYLAW of Clearwater County, in the Province of Alberta, for the purpose of enacting an exemption from municipal taxes on property leased by the Rocky Rod and Gun Club.

PURSUANT to the Authority conferred upon it in Division 2 Section 364(1) of the Municipal Government Act, Revised Statutes of Alberta, 2000, Chapter M-26 and amendments thereto;

WHEREAS, a Council may by bylaw exempt from taxation under this Division, property held by a non-profit organization;

WHEREAS, a Council does not have authority to exempt such organization from paying its proportionate share of the annual Education and Rocky Seniors Foundation requisitions; and,

WHEREAS, Council at its meeting of January 26, 2016 heard the request for exemption from the Rocky Rod and Gun Club and passed resolution 031/16;

That Council requests the preparation of a bylaw providing for the exemption of municipal property tax for the Rocky Rod and Gun Club. CARRIED 5/1

NOW, THEREFORE, upon compliance with the relevant requirements of the Municipal Government Act, the Council of the Clearwater County, Province of Alberta, duly assembled, enacts as follows:

THAT the property leased by the Rocky Rod and Gun Club as defined in Schedule A attached to Bylaw 1016/16, be exempt from municipal taxes but not from levies associated with Education or Seniors Housing.

READ A FIRST TIME this 24 day of May A.D., 2016.

REEVE

CHIEF ADMINISTRATIVE OFFICER

READ A SECOND TIME this day of A.D., 2016.

READ A THIRD AND FINAL TIME this day of A.D., 2015.

REEVE

CHIEF ADMINISTRATIVE OFFICER

Schedule A
Bylaw 1016/16
List of properties leased by the Rocky Rod & Gun
Club

The Rocky Rod and Gun club has lease REC2818
which contains the legals of:

NE24-38-8-5
NW24-39-8-5
NE25-39-8-5
NW25-39-8-5
SE25-39-8-5
SW25-39-8-5
SE36-39-8-5
SW36-39-8-5

The parcels are vacant other than SE25-39-8-5



AGENDA ITEM

PROJECT: Tax Revenue at Risk		
PRESENTATION DATE: May 24, 2016		
DEPARTMENT: Corporate Services	WRITTEN BY: Rudy Huisman	REVIEWED BY: Ron Leaf
BUDGET IMPLICATION: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy (cite) Bylaw: _____ Policy: _____		
STRATEGIC PLAN THEME: Well Governed and Leading Organization	PRIORITY AREA: Strategic Management	STRATEGIES: Proactive Policy Development
ATTACHMENT(S): None		
RECOMMENDATION: That Council receives the information as presented.		

BACKGROUND:

Assessment staff monitor the financial and legal status of oil and gas companies operating in Clearwater County. Finance staff review the collectability of amounts owing to the County.

On Monday, May 16, 2016 a Calgary-based, Canadian oil and gas producer with holdings in Clearwater County announced that it may be in default on its financial covenants at the end of the second quarter and raised doubts about its ability to continue as a going concern. The company stated it is in talks with lenders on amending its financial covenants, which if successful would reduce the risk of default. The company also indicated it would try to raise money by selling more assets and would seek funding from investors.

Staff are unable to predict whether these actions will be successful and wish to advise that the municipal tax revenue from this producer at risk in Clearwater County is approximately \$2 million plus an additional \$1 million in 2016 Education Taxes. There are no arrears.

Staff will continue to monitor this situation and, as in previous years, will report to Council following the September 15 tax deadline on the status of any unpaid taxes. Finance staff will be consulting with the County's auditors to review the adequacy of the current practices in establishing a provision for uncollectable accounts in light of the current economy.



AGENDA ITEM

PROJECT: Delegation: Clearwater County Taxpayers' Association (CCTA) – Marianne Cole, President		
PRESENTATION DATE: May 24, 2016		
DEPARTMENT: Municipal	WRITTEN BY: Tracy Haight	REVIEWED BY: Ron Leaf
BUDGET IMPLICATION: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy (cite)		
STRATEGIC PLAN THEME: N/A	PRIORITY AREA: N/A	STRATEGIES: N/A
ATTACHMENT(S): CCTA Presentation		
RECOMMENDATION: That Council receives the information as presented.		

BACKGROUND:

Marianne Cole, representing the Clearwater County Taxpayers' Association (CCTA), wishes to express CCTA's concerns with the proposed development of a new County ag services and operations facility.

Attached is Ms. Cole's written submission.

CCTA Presentation to Council

Tuesday, May 24, 2016

By Marianne Cole

Good morning Reeve Alexander, Council Members, County staff, and public.

First of all a sincere thank you for allowing the CCTA the opportunity to present our concerns with the development proposals to you this morning. In my presentation I will be addressing information from the May 10th agenda package as well as comments, concerns, and letters which have been sent to the CCTA regarding the development proposals.

1. May 10th agenda, Page 1, Strategic Plan Theme: Managing our Growth, Priority Area: Local Economy Objective 1.3: “Generate an innovative local economy that stimulates opportunities for investment, business, and training.”

We fail to see how the proposed new developments will do much to stimulate the local economy. The companies and their employees involved in doing any of the work from plans and designs up to construction will be from out of this area. There will be some potential benefit to the town’s hotels/motels, restaurants, and grocery stores but the benefit to the county’s economy and taxpayers will be virtually nil.

2. Also on Page 1, Strategy 1.3.5: “Monitor current and projected growth of businesses and population, and to respond to the various trends, impacts, and demands affecting development or the economy within Clearwater County.”

First of all we don’t believe there have been any citizen demands for increased administrative facilities in Clearwater County. Furthermore, we feel it is important to realize that we are not on the Highway 2 corridor and the projected growth of both businesses and population is, therefore, substantially less.

A major stimulus, however, for our economy and a valuable response to current trends would be the improvement of technology services. This is something that could have a **direct, and positive**, impact on both residents and businesses in the county.

To use the mentioned priority area and strategy as a rationale for the development proposals seems to be very weak argument.

3. Other rationale used to support the building developments:

- **Address accommodation deficit---** Our comments here are two fold. First, perhaps administration and council needs to re-evaluate the need for the continual increase in staff. The minimal population growth does not seem to warrant the constant increase in staffing.

In addition, the common used “downloading of responsibilities by the provincial government” argument for increasing both staff and space is of questionable validity. There are 69 municipal jurisdictions who must be receiving the same downloads but there certainly aren’t 69 new municipal administration buildings being built.

Another rebuttal to this downloading rational can be taken from the education system. There have been more and more responsibilities placed on teachers but there has certainly not been

extra staff hired or buildings built because of it. In fact, the workload of teachers has been increased even more because of the reduction in teaching assistants hired. Teachers have just had to “buck up and accept it”. For the county, then, to try to justify extra staff and work space because of provincial down-loading seems to be a weak argument.

Another rationale related to the accommodation deficit is the fact that several staff are working in the basement in areas with no windows. In response to that we note that thousands of office workers are working in small cubicles with no windows. Perhaps a better consideration for addressing the accommodation deficit would be to seriously investigate the proposals put forth by two council members during budget deliberations: 1. The use of technology and the possibility of staff working from home, and 2. The opportunity of renting necessary space.

- **Intended to improve delivery of services to the public.** We suggest that the improvement of service to taxpayers is addressed by: congenial, informative assistance given to phone calls, the quality of road maintenance year round, the quick response to fire calls, etc. It is not measured by the elegance of an office from which directives are given. In fact in speaking with truckers, the most cooperative, efficient issuing of heavy load permits is from the County of Ponoka and their county office and staff numbers are both considerably smaller than ours.

- **Provide opportunity to attract high caliber employees to the county and staff retention.** In researching factors contributing to the attraction and retention of employees, the following were listed as the top five factors: employee recognition, flexibility of work guidelines, opportunities for growth/further training, a supportive working climate, and a competitive compensation package. There was absolutely NO MENTION in either document (the European Journal of Business Management and BrightHub.com) of the work place facility having an effect.

4. Confusion over what is planned and/or approved in the budget. Throughout early publication of information regarding development plans for 2016 there was always only mention of the salt/sand storage facility along with a public works and agricultural services **operations** building. (The Mountaineer, July 14, 2015; Clearwater County Highlights, December 2015; Clearwater County Highlights, January/February/March 2016). Even in the budget deliberation in February these were the only buildings mentioned. (Note: I will add that in any discussions I have had with the general public, they were OK with and saw the need for the salt/sand storage facility, and it was assumed that the operations building would be in support of those related activities/work.)

In the April 12, 2016 issue of the Mountaineer, however, the name/role changed from an operations building to an “administration building to house public works and agriculture departments and their IT support systems, but the design...includes plans for a second phase to the administration building to accommodate the whole of county’s operations.”

Then on May 10, during the facility overview presentation, there were suddenly several more buildings mentioned for Phase 1---the service shop, the heated storage, and the chemical storage/gate office. There were also two cold storage structures noted in the design plan and mentioned in the information, but it was unclear what phase they would be included in.

It is troubling to be told one thing repeatedly and then suddenly approximately two months later be presented with a significant change in plans that council has not deliberated or discussed openly in council meetings. Certainly when this sort of thing happens it brings into question the transparency and integrity of the whole system.

Furthermore, Table 1, the Project Milestone and Completion Date Chart, Milestones 5-8 are vague as to what part of the concept plans are being dealt with. Is it Phase 1, or Phase 1 & 2?

All this brings to question what was actually approved by council, by motion, in the budget on February 23. Were all council members accurately aware of the specific expenditure proposals for all aspects of Phase 1 construction and the resulting impact for the 2016 budget? It seems ironic that a public document (the Clearwater County Highlights, January/February/March) issued at a time when budget deliberations were taking place listed only the salt/sand storage facility and the public works/ag. services operations building.

11 weeks after the budget was approved, several other buildings were revealed in the development proposals. Did council have those additional buildings in mind at budget time and if so, why were they not publicly noted in the discussion and power point presentations? As mentioned before, when information is withheld, either inadvertently or deliberately, it brings to question the integrity of the whole process.

5. Very serious concerns with financial risks. 24.5% of the funding for Phase 1 is coming from reserves (not including county facility reserve). These other reserves should be retained and used for infrastructure projects that are absolutely necessary for the operation of the county (e.g. roads and bridges), or have direct benefit to the citizens (e.g. sewer and high speed internet). The continuation of the same provincial linear tax funding structure is in jeopardy so it is absolutely essential that we maintain the reserves we have.

Furthermore, 48% of the Phase 1 funding is coming from MSI funding, with 23.8% coming from 2017 funding that is not guaranteed. There is also some feeling among taxpayers that using MSI funding for new buildings that are of questionable need is wrong. They suggest that Municipal Sustainability Initiative funding should be directed to doing just that ---sustaining the municipality and it is debatable how the proposed developments meet that directive.

6. Recognition of taxpayer input. In any democratically oriented operation, the wishes of the majority of those involved is paramount. In this case it is the taxpayers of Clearwater County that should be accorded the greatest consideration. In order for them to be able to provide input and pass judgement on the validity of the project, they must be given complete and accurate information **before binding decisions are made.** They must be given time to assess the information and then, armed with both time and information, they can provide an accurate evaluation of whether or not they support the project. **Only after they have given their support should the project proceed.**

The integral values of complete, accurate information and adequate time have been seriously lacking in this whole process. To date the only public opportunity for the county taxpayers to gather information is the open house on May 30. Depending on the number of attendees and the format of the evening, it may, even then, be very difficult for people to get full disclosure of the necessary information. We suggest that it is absolutely essential that there be, at minimal, a "sit down" type of session where the complete concept plans, budget, and timelines are presented to everyone. That is the only way to ensure that everyone is provided equal opportunity to receive identical information. This is a crucial right of all taxpayers. After such an opportunity is given, they can then provide valid feed-back.

The opportunity for this feed-back **MUST BE PROVIDED** and we certainly suggest that because of the significant scope of this development, a county wide plebiscite or survey be held. It is inconceivable that for a thirty million dollar development, the opinions of administration can have greater influence on council's decision than the voice of the electorate paying the bills.

(Note: Just before I conclude, I wish to read 4 letters that have been given to me and I will present them to you at the conclusion of my presentation.)

In conclusion, to ensure council is making a decision representative of the people, we ask for council's consideration and action on the following:

1. A complete review of the necessity and scope of the developments planned.
2. A complete assessment of opportunities available for renting space to address the accommodation deficit.
3. A complete evaluation of the potential benefits to the taxpayers and the economic sustainability of the county with the developments proposed versus the provision of improved technology services.
4. A county wide opportunity for taxpayers to express their wishes by a vote on the development choices that are available.

We certainly recognize the fact that information gathering takes time and money, but we are adamant that if a truly democratic process is to take place the people's voice must be heard, **AND ADHERED TO**. Furthermore, the cost of information gathering would be minimal in comparison to the huge amount of money that could be spent with questionable benefit to the people and against taxpayer wishes.

We also recognize the fact that personal biases often, unfortunately, affect decisions. We are acutely aware that council is reluctant to give the CCTA's position any credibility, but in consideration of the fact that this is an absolutely huge expenditure, potentially affecting county residents along with their taxes and services for years to come, we sincerely ask and confidently trust, that council will act according to the greatest desire, of the greatest number, for the greatest good.



AGENDA ITEM

PROJECT: Delegation: Village of Caroline Request for Interim Funding – Mayor Rachele Peters		
PRESENTATION DATE: May 24, 2016		
DEPARTMENT: Municipal	WRITTEN BY: Tracy Haight	REVIEWED BY: Ron Leaf
BUDGET IMPLICATION: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input checked="" type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy (cite)		
STRATEGIC PLAN THEME: N/A	PRIORITY AREA: N/A	STRATEGIES: N/A
ATTACHMENT(S): 1. Caroline Main Street Reconstruction Info Sheet; 2. Attachment A Schedule of Prices; 3. 2014 Cost Update		
RECOMMENDATION: 1. That Council receives the information as presented.		

BACKGROUND:

Mayor Rachele Peters, Village of Caroline, will attend Council to present a request for interim funding for Alberta Transportation's share of costs for the reconstruction of Main Street.

Village of Caroline also asks that Clearwater County Council considers funding or offsetting contractor costs for detouring heavy truck traffic, by way of a County road, during construction. County road maintenance (dust control) and traffic accommodation (detour) costs are estimated at \$30,000 and \$40,000 respectively (see Attachment A Schedule of Prices).

Date: May 24, 2015

Item: **Caroline Main Street Reconstruction** (Highway 54)

Prepared by: Melissa Beebe, CAO **Presented by:** Mayor Rachele Peters

Background:

The Village of Caroline will be proceeding with the Main Street Reconstruction from 49 Street to 52 Street to be completed by October 15, 2016. Two lifts of asphalt will be applied this year, with final lift to be completed 2017, prior to Transportations Project. This project entails the replacement of underground water and sewer lines with a portion of new storm sewer added. The project will be replacing approximately 500 meters of 54-year-old 150mm asbestos pipe, replacing approximately 450 meters of 200mm vitrified clay tile pipe, road, sidewalk, curb and gutter and storm sewer from 51 street connecting to 50th street and 49th street. The project tender closes May 26, with award date of May 31.

The Village has been diligently working with Alberta Transportation to move this project forward prior to their Highway 54 Overlay project. Alberta Transportation through discussions has delayed the Highway 54 project until 2017 to allow the Village time to complete the portion within the village limits. Final negotiations for the project with Transportation were completed April 20 to finalize last details prior to tender release. Final cost sharing would include asphalt, concrete, gravel base and storm sewer with an additional 25% split of the engineering costs. The complete preliminary cost breakdown schedule of prices is attached.

The Village has investigated all avenues of additional new grant funding for this project as follows:

- Small Communities Fund – applied, not approved
- Alberta Water Wastewater Grant – not approved project, due to flow rates
- Strategic Transportation Infrastructure Program (STIP) – Funding will not be in place until 2017

This project is part of the 2009 Capital Infrastructure plan. This project is only a portion of the 10.5 million of infrastructure replacements and upgrades required to the sanitary sewer, roadways, and water distribution networks within the Village. This also does not include buildings owned by the Village, such as Fire Hall, Public Works, Administration Office, Library and Arena/HUB. Attached is a copy of Table 7.2 Top Priority List of infrastructure replacements from the 2009 Capital Infrastructure Plan.

The preliminary cost breakdown shows the total project capital cost to be approximately \$3,254,923.50. The cost share breakdown shows Transportation portion at \$1,150,216.84, Village \$2,104,706.66. Below is a breakdown of the village funds available for the project that does not include coverage for AT’s portion of the project.

Stantec OPC (Village Only)	\$	2,104,706.66	MSI Capital, BMTG, FGTF. Borrowing Bylaw Completed with Application submitted
Village's Available Funds on Hand	\$	1,715,341.06	
Amount to Borrow ACFA	\$	389,365.60	

Transportation is willing to make payments on a monthly basis, based on progress payments. Agreement is forthcoming as awaiting final numbers at close of tender.

The Village is requesting County Council consider the following requests:

Request 1: To bank roll Alberta Transportation portion of project estimated cost \$1,150,216.84.

Request 2: County Council to consider assisting or offset county road maintenance cost of \$30,000 and the Traffic Accommodation costs of \$40,000.

Schedule of Prices

The CONTRACTOR offers the following Schedule of Prices for performance of the CONTRACT

Cost Sharing Breakout

ITEM NO.	SECTION NUMBER	ITEM OF WORK	UNIT	QUANTITY	UNIT PRICE	AMOUNT	AT	%	VILLAGE	%
PART A: GENERAL REQUIREMENTS										
1.1	01150	Mobilization and Demobilization	l.s.	1	\$160,000.00	\$160,000.00			\$160,000.00	100
1.2	01150	Site Occupancy	day	80	\$1,500.00	\$120,000.00			\$120,000.00	100
1.3	01150	Traffic Accommodation	l.s.	1	\$40,000.00	\$40,000.00			\$40,000.00	100
1.4	01150	County Road Maintenance	l.s.	1	\$30,000.00	\$30,000.00			\$30,000.00	100
SUBTOTAL PART A						\$350,000.00	\$0.00	\$350,000.00		
PART B: SITEWORK										
2.1	02100	Sawcutting								
2.1.1	02100	1.50m Monolithic Sidewalk	m	80	\$10.00	\$800.00			\$800.00	100
2.1.2	02100	2.0m Monolithic Sidewalk	m	15	\$10.00	\$150.00			\$150.00	100
2.1.3	02100	Curb and Gutter	m	300	\$10.00	\$3,000.00	\$3,000.00	100		
2.2	02100	Remove and Dispose of Rolled/Standard Monolithic Curb & Gutter and Sidewalk	m	525	\$25.00	\$13,125.00			\$13,125.00	100
2.3	02100	Asphalt Concrete Pavement Milling (approx. 200mm thickness)	m ²	8,500	\$10.00	\$85,000.00	\$85,000.00	100		
2.4	01150	Remove Sanitary Manhole Frame and Cover, Grade Rings, and Barrels as required to ensure top of manhole is 1m below finished grade and fill with sand and compact	each	6	\$2,000.00	\$12,000.00			\$12,000.00	100
2.5	01150	Flush and Abandon Existing VCT Sanitary Pipe	l.s.	1	\$5,000.00	\$5,000.00			\$5,000.00	100
2.6	01150	Remove and Dispose of Existing Asbestos Pipes, including all fittings	m	630	\$20.00	\$12,600.00			\$12,600.00	100
2.7	01150	Remove and Dispose of Existing Signs and Posts	each	10	\$200.00	\$2,000.00	\$2,000.00	100		
2.8	01150	Hydrovac (PROVISIONAL)	hrs	80	\$350.00	\$28,000.00			\$28,000.00	100
2.9	01150	Construct New Ditch	m	50	\$250.00	\$12,500.00	\$9,375.00	75	\$3,125.00	25
2.10	01150	Remove and Dispose of Existing Storm Manhole and Install Flared End Storm Pipe Outlet c/w Rip Rap	l.s.	1	\$5,000.00	\$5,000.00	\$3,750.00	75	\$1,250.00	25
2.11	01150	Remove and Dispose of Contaminated Material (PROVISIONAL)	m ³	250	\$100.00	\$25,000.00			\$25,000.00	100
2.12	01150	Temporary Water Services	each	32	\$750.00	\$24,000.00			\$24,000.00	100
2.13	02271	Rip Rap (Class 1M)	m ³	40	\$300.00	\$12,000.00	\$9,000.00	75	\$3,000.00	25
SUBTOTAL PART B						\$240,175.00	\$112,125.00	\$128,050.00		

Schedule of Prices

The CONTRACTOR offers the following Schedule of Prices for performance of the CONTRACT

Cost Sharing Breakout

ITEM NO.	SECTION NUMBER	ITEM OF WORK	UNIT	QUANTITY	UNIT PRICE	AMOUNT	AT	%	VILLAGE	%
PART C: DEEP UTILITIES										
Watermains										
3.1	02221	Trench excavation, compaction, and backfill - All Dia. Pipe (All depths)	m	640	\$250.00	\$160,000.00			\$160,000.00	100
3.2	02713	Supply and Install 150mm Watermain Pipe - P.V.C. DR 18 c/w 40mm Screened Rock Bedding	m	40	\$85.00	\$3,400.00			\$3,400.00	100
3.3	02713	Supply and Install 250mm Watermain Pipe - P.V.C. DR 18 c/w 40mm Screened Rock Bedding	m	600	\$115.00	\$69,000.00			\$69,000.00	100
3.4	02713	Remove and Replace Unsuitable Subgrade (PROVISIONAL)	m ³	200	\$60.00	\$12,000.00			\$12,000.00	100
3.5	02713	Supply and Install 250mm Gate Valve c/w valve box	each	11	\$3,500.00	\$38,500.00			\$38,500.00	100
3.6	02713	Supply and Install 150mm P.V.C. Cross	each	4	\$2,500.00	\$10,000.00			\$10,000.00	100
3.7	02713	Supply and Install 250mm - 150mm Reducer	each	6	\$600.00	\$3,600.00			\$3,600.00	100
3.8	02713	Tie-In to existing 150mm Asbestos Pipe	each	6	\$4,000.00	\$24,000.00			\$24,000.00	100
3.9	02713	Hydrant	each	4	\$7,000.00	\$28,000.00			\$28,000.00	100
Sanitary Sewer Mains										
3.10	02221	Trench excavation, compaction, and backfill - All Dia. Pipe (All depths)	m	520	\$250.00	\$130,000.00			\$130,000.00	100
3.11	02720	Supply 200mm Sanitary Sewer Pipe - P.V.C. SDR 35 c/w 40mm Screened Rock Bedding	m	520	\$100.00	\$52,000.00			\$52,000.00	100
3.12	02720	Remove and Replace Unsuitable Subgrade (PROVISIONAL)	m ³	200	\$60.00	\$12,000.00			\$12,000.00	100
3.13	02724	Supply and Install F39 frame c/w solid cover	each	6	\$700.00	\$4,200.00			\$4,200.00	100
3.14	02724	Supply and Install 1200 mm Dia Sanitary Sewer Manhole (6)	v m	24	\$1,800.00	\$43,200.00			\$43,200.00	100
3.15	02724	Tie-In to existing 200mm VCT Pipe	each	3	\$4,000.00	\$12,000.00			\$12,000.00	100
Storm Sewer Mains										
3.16	02221	Trench excavation, compaction, and backfill - All Dia. Pipe (All depths)	m	610	\$250.00	\$152,500.00	\$114,375.00	75	\$38,125.00	25
3.17	02720	Supply 300mm Storm Sewer Pipe (Catchbasin Lead) - P.V.C. DR 35 c/w 40mm Screened Rock Bedding	m	90	\$125.00	\$11,250.00	\$8,437.50	75	\$2,812.50	25
3.18	02720	Supply 375 mm Storm Sewer Pipe - P.V.C. DR 35 c/w 40 mm Screened Rock Bedding	m	100	\$135.00	\$13,500.00	\$10,125.00	75	\$3,375.00	25
3.19	02720	Supply 450 mm Storm Sewer Pipe - P.V.C. DR 35 c/w 40 mm Screened Rock Bedding	m	90	\$150.00	\$13,500.00	\$10,125.00	75	\$3,375.00	25
3.20	02720	Supply 525 mm Storm Sewer Pipe - P.V.C. DR 35 c/w 40 mm Screened Rock Bedding	m	330	\$165.00	\$54,450.00	\$40,837.50	75	\$13,612.50	25

Schedule of Prices

The CONTRACTOR offers the following Schedule of Prices for performance of the CONTRACT

Cost Sharing Breakout

ITEM NO.	SECTION NUMBER	ITEM OF WORK	UNIT	QUANTITY	UNIT PRICE	AMOUNT	AT	%	VILLAGE	%
3.21	02720	Remove and Replace Unsuitable Subgrade (PROVISIONAL)	m ³	200	\$60.00	\$12,000.00	\$9,000.00	75	\$3,000.00	25
3.22	02724	Install New Catchbasins a) K-4 Catchbasin with NF51 frame and cover	each	4	\$4,000.00	\$16,000.00	\$12,000.00	75	\$4,000.00	25
3.23	02724	Supply and Install F39 frame c/w solid cover	each	5	\$700.00	\$3,500.00	\$2,625.00	75	\$875.00	25
3.24	02724	Supply and Install 1200 mm Dia Storm Sewer Manhole (5)	v m	15	\$1,800.00	\$27,000.00	\$20,250.00	75	\$6,750.00	25
Service Connections										
3.25	02221	Trench Excavation, Compaction, and Backfill, All depths (Assume water and sanitary services in the same trench)	m	360	\$250.00	\$90,000.00			\$90,000.00	100
3.26	02725	Water Service - Supply and Install 25 mm PE 3406 tubing, Series 160, to CSA B137.1	m	360	\$30.00	\$10,800.00			\$10,800.00	100
3.27	02720	Sanitary Service - Supply 150 mm P.V.C. SDR 28, CSA B182.1 & B182.3	m	360	\$45.00	\$16,200.00			\$16,200.00	100
3.28	02725	Supply and Install 25 mm Corporation (Main) Stops including reconnection to existing service and mains	each	32	\$150.00	\$4,800.00			\$4,800.00	100
3.29	02725	Supply and Install 25 mm Curb Stop and Services Box including reconnection to existing service and mains	each	32	\$1,200.00	\$38,400.00			\$38,400.00	100
SUBTOTAL PART C						\$1,065,800.00	\$227,775.00		\$838,025.00	
PART D: CONCRETE										
4.1	01150	1.5m wide Rolled Monolithic Curb, Gutter and Sidewalk	m	30	\$200.00	\$6,000.00			\$6,000.00	100
4.2	01150	1.5m wide Standard Monolithic Curb, Gutter and Sidewalk	m	300	\$220.00	\$66,000.00			\$66,000.00	100
4.3	01150	2.0m wide Standard Monolithic Curb, Gutter and Sidewalk	m	100	\$270.00	\$27,000.00			\$27,000.00	100
4.4	01150	0.25m wide Standard Curb and Gutter	m	300	\$100.00	\$30,000.00	\$30,000.00	100		
4.5	01150	Sidewalk Replacement behind existing Curb	m ²	150	\$180.00	\$27,000.00			\$27,000.00	100
4.6	01150	Reinforced Lane Crossings	m	40	\$220.00	\$8,800.00			\$8,800.00	100
4.7	01150	Pararamps	each	8	\$1,300.00	\$10,400.00			\$10,400.00	100
SUBTOTAL PART D						\$175,200.00	\$30,000.00		\$145,200.00	
PART E: ROADWAYS										
5.1	01150	Waste Excavation and Dispose Off-site	m ³	3,500	\$20.00	\$70,000.00	\$17,500.00	25	\$52,500.00	75
5.2	01150	Granular Base Course 25mm Crushed Gravel, 400mm Depth - (Des. 2 Cl. 25)	tonne	6,120	\$40.00	\$244,800.00	\$61,200.00	25	\$183,600.00	75
5.3	01150	Shape and Compact Existing Road Sub-Base	m ²	8,500	\$5.00	\$42,500.00			\$42,500.00	100
		Piutrun and Filter Fabric								
SUBTOTAL PART E						\$357,300.00	\$78,700.00		\$278,600.00	

Schedule of Prices

The CONTRACTOR offers the following Schedule of Prices for performance of the CONTRACT

Cost Sharing Breakout

ITEM NO.	SECTION NUMBER	ITEM OF WORK	UNIT	QUANTITY	UNIT PRICE	AMOUNT	AT	%	VILLAGE	%
PART F: ASPHALT CONCRETE PAVEMENT										
6.1	01150	Asphaltic Concrete Pavement - Bottom 100mm lift - S3 (PG 58-34)	tonne	2,125	\$100.00	\$212,500.00	\$212,500.00	100		
6.2	01150	Asphaltic Concrete Pavement - Middle 60mm lift - H1 (PG 58-34)	tonne	1,275	\$110.00	\$140,250.00	\$140,250.00	100		
6.2	01150	Asphaltic Concrete Pavement - Top 60mm lift and Overlay (2017) - H1 (PG 58-34)	tonne	1,275	\$110.00	\$140,250.00	\$140,250.00	100		
SUBTOTAL PART F						\$493,000.00	\$493,000.00		\$0.00	
PART G: PAVEMENT MARKINGS AND SIGNAGE										
7.1	01150	Thermoplastic System 300 Stop Bars, 300mm	m	50	\$25.00	\$1,250.00	\$1,250.00	100		
7.2	01150	Thermoplastic System 300 Pavement Messaging "Stop Ahead"	each	2	\$800.00	\$1,600.00	\$1,600.00	100		
7.3	01150	Thermoplastic System 300 Cross Walk	m	165	\$25.00	\$4,125.00	\$4,125.00	100		
7.4	01150	Pavement Markings 3:6 Solid Lines, 100mm Wide	m	450	\$3.00	\$1,350.00	\$1,350.00	100		
7.5	01150	Supply and Install Signs and Posts								
7.5.1	01150	a) RA-1 c/w Steel Post	each	3	\$275.00	\$825.00	\$825.00	100		
7.5.2	01150	b) RA-4 c/w Steel Post (as required)	each	4	\$275.00	\$1,100.00	\$1,100.00	100		
7.5.3	01150	c) WC-2R c/w Steel Post	each	2	\$300.00	\$600.00	\$600.00	100		
7.5.4	01150	d) "U-Turn" c/w Steel Post	each	1	\$300.00	\$300.00	\$300.00	100		
SUBTOTAL PART G						\$11,150.00	\$11,150.00		\$0.00	
PART H: LANDSCAPING										
8.1	02484	Topsoil	m ²	100	\$25.00	\$2,500.00			\$2,500.00	100
8.2	02484	Sod	m ²	100	\$10.00	\$1,000.00			\$1,000.00	100
SUBTOTAL PART H						\$3,500.00	\$0.00		\$3,500.00	
SUMMARY										
PART A: GENERAL REQUIREMENTS						\$350,000.00	\$0.00		\$350,000.00	
PART B: SITEWORK						\$240,175.00	\$112,125.00		\$128,050.00	
PART C: DEEP UTILITIES						\$1,065,800.00	\$227,775.00		\$838,025.00	
PART D: CONCRETE WORK						\$175,200.00	\$30,000.00		\$145,200.00	
PART E: ROADWAYS						\$357,300.00	\$78,700.00		\$278,600.00	
PART F: ASPHALT CONCRETE PAVEMENT						\$493,000.00	\$493,000.00		\$0.00	
PART G: PAVEMENT MARKINGS AND SIGNAGE						\$11,150.00	\$11,150.00		\$0.00	
PART H: LANDSCAPING						\$3,500.00	\$0.00		\$3,500.00	
SUBTOTAL						\$2,696,125.00	\$952,750.00		\$1,743,375.00	
Contingency (10%)						\$269,612.50	\$95,275.00		\$174,337.50	
TOTAL						\$2,965,737.50	\$1,048,025.00		\$1,917,712.50	
ENGINEERING FEES						\$289,186.00	\$102,191.84		\$186,994.16	
TOTAL CAPITAL COST						\$3,254,923.50	\$1,150,216.84		\$2,104,706.66	

2014 Cost Update
Updated costs from the 2009 Table 7.2 - Top Priority List

Report Section #	Overall Section #	Location	From	To	Mob & Site Work	Sanitary	Roadway	Water	Service Connections	Storm	Contingency	Engineering	Total				
Priority #1 from 2009 Report																	
Item 1 A:	6.1	Lagoon Intake	Lagoon	South End of 49 St.	Upgrades were completed in the Fall of 2012								<i>Actual Costs:</i>	<i>Construction</i> \$381,235	<i>Engineering</i> \$131,840	<i>Total</i> \$513,076	Note: Engineering fees included geotechnical and also design for 49th Street Reconstruction.
Item 1 B:	6.2	49 St	South End	48 Ave													
2009 Costs					Incl. in Cost	\$133,788	\$165,000	\$160,279	Incl. in Cost	\$66,165	Incl. in Cost	Incl. in Cost	\$525,232	2009 Costs			
2009 Costs with Corrected Storm Costs					Incl. in Cost	\$133,788	\$165,000	\$160,279	Incl. in Cost	\$157,930	Incl. in Cost	Incl. in Cost	\$616,997	2009 Costs with Corrected Storm Costs			
Est. 2014 Costs					\$105,029	\$107,700	\$210,089	\$107,060	\$65,150	\$197,450	\$79,248	\$79,248	\$950,973	Est. 2014 Costs			
% Increase 2009 - 2014													54%	% Increase 2009 - 2014			
Est. 2015 Costs					\$115,532	\$118,470	\$231,098	\$117,766	\$71,664	\$217,195	\$87,173	\$87,173	\$1,046,070	Est. 2015 Costs			
% Increase 2014 - 2015													10%	% Increase 2014 - 2015			
					** During the design we will re-evaluate the need to install a new storm main along 49 Street (potential cost savings)												
Priority #3 from 2009 Report																	
Item 3 A:	13.1	49 Ave	52 St	51 St													
2009 Costs					Incl. in Cost	\$116,224	\$144,300	\$141,730	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$402,254	2009 Costs			
2009 Costs with Increased # of Service Connections					Incl. in Cost	\$127,624	\$144,300	\$164,730	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$436,654	2009 Costs with Increased # of Services			
Est. 2014 Costs					\$93,465	\$96,234	\$184,168	\$92,822	\$110,190	\$0	\$57,688	\$57,688	\$692,255	Est. 2014 Costs			
% Increase 2009 - 2014													59%	% Increase 2009 - 2014			
Est. 2015 Costs					\$102,812	\$105,857	\$202,585	\$102,104	\$121,209	\$0	\$63,457	\$63,457	\$761,480	Est. 2015 Costs			
% Increase 2014 - 2015													10%	% Increase 2014 - 2015			

****Based on the detailed cost updates from Priority Items #1 and #3 above, we recommend using the following Inflation Rates for all Project Costs:**

Inflation from 2009 to 2014:	60%
Annual Inflation (Example - Inflation from 2014 to 2015):	10%

2014 Cost Update
Updated costs from the 2009 Table 7.2 - Top Priority List

Report Section #	Overall Section #	Location	From	To	Mob & Site Work	Sanitary	Roadway	Water	Service Connections	Storm	Contingency	Engineering	Total	
Priority #2 from 2009 Report														
Item 2 A:	7.1	48 St	50 Ave	51 Ave										
2009 Costs					Incl. in Cost	\$0	\$137,100	\$101,002	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$238,102	2009 Costs
Est. 2014 Costs (Based on 60% Increase from 2009 to 2014)					Incl. in Cost	\$0	\$219,360	\$161,603	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$380,963	Est. 2014 Costs
Est. 2015 Costs (Based on 10% Increase from 2014 - 2015)					Incl. in Cost	\$0	\$241,296	\$177,764	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$419,060	Est. 2015 Costs
Item 2 B:	10.5	51 Ave	49 St	48 St										
2009 Costs					Incl. in Cost	\$0	\$71,200	\$73,731	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$144,931	2009 Costs
Est. 2014 Costs (Based on 60% Increase from 2009 to 2014)					Incl. in Cost	\$0	\$113,920	\$117,970	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$231,890	Est. 2014 Costs
Est. 2015 Costs (Based on 10% Increase from 2014 - 2015)					Incl. in Cost	\$0	\$125,312	\$129,767	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$255,079	Est. 2015 Costs
Priority #4 from 2009 Report														
Item 4 A:	12.2	50 Ave	51 St	50 St										
2009 Costs					Incl. in Cost	\$116,663	\$344,500	\$144,861	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$606,024	2009 Costs
Est. 2014 Costs (Based on 60% Increase from 2009 to 2014)					Incl. in Cost	\$186,661	\$551,200	\$231,778	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$969,638	Est. 2014 Costs
Est. 2015 Costs (Based on 10% Increase from 2014 - 2015)					Incl. in Cost	\$205,327	\$606,320	\$254,955	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$1,066,602	Est. 2015 Costs
Priority #5 from 2009 Report														
Item 5 A:	8.1	52 Ave	50 St	50 A St										
2009 Costs					Incl. in Cost	\$82,945	\$38,700	\$191,756	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$313,401	2009 Costs
Est. 2014 Costs (Based on 60% Increase from 2009 to 2014)					Incl. in Cost	\$132,712	\$61,920	\$306,810	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$501,442	Est. 2014 Costs
Est. 2015 Costs (Based on 10% Increase from 2014 - 2015)					Incl. in Cost	\$145,983	\$68,112	\$337,491	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$551,586	Est. 2015 Costs

2014 Cost Update
Updated costs from the 2009 Table 7.2 - Top Priority List

Report Section #	Overall Section #	Location	From	To	Mob & Site Work	Sanitary	Roadway	Water	Service Connections	Storm	Contingency	Engineering	Total	
Item 5 B:	8.2	52 Ave	50 A St	51 St										
2009 Costs					Incl. in Cost	\$71,884	\$66,800	\$79,818	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$218,502	2009 Costs
Est. 2014 Costs (Based on 60% Increase from 2009 to 2014)					Incl. in Cost	\$115,014	\$106,880	\$127,709	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$349,603	Est. 2014 Costs
Est. 2015 Costs (Based on 10% Increase from 2014 - 2015)					Incl. in Cost	\$126,516	\$117,568	\$140,480	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$384,564	Est. 2015 Costs
Priority #6 from 2009 Report														
Item 6 A:	2.4	51 St	51 Ave	52 Ave										
2009 Costs					Incl. in Cost	\$228,232	\$221,800	\$222,672	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$672,704	2009 Costs
Est. 2014 Costs (Based on 60% Increase from 2009 to 2014)					Incl. in Cost	\$365,171	\$354,880	\$356,275	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$1,076,326	Est. 2014 Costs
Est. 2015 Costs (Based on 10% Increase from 2014 - 2015)					Incl. in Cost	\$401,688	\$390,368	\$391,903	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$1,183,959	Est. 2015 Costs
Priority #7 from 2009 Report														
Item 7 A:	3.1	51 St. Cl	51 St	52 St										
2009 Costs					Incl. in Cost	\$132,513	\$124,587	\$199,546	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$456,646	2009 Costs
Est. 2014 Costs (Based on 60% Increase from 2009 to 2014)					Incl. in Cost	\$212,021	\$199,339	\$319,274	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$730,634	Est. 2014 Costs
Est. 2015 Costs (Based on 10% Increase from 2014 - 2015)					Incl. in Cost	\$233,223	\$219,273	\$351,201	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$803,697	Est. 2015 Costs

2014 Cost Update
Updated costs from the 2009 Table 7.2 - Top Priority List

Report Section #	Overall Section #	Location	From	To	Mob & Site Work	Sanitary	Roadway	Water	Service Connections	Storm	Contingency	Engineering	Total	
Priority #8 from 2009 Report														
Item 8 A:	1.4	52 St	51 Ave	52 St Cr S										
2009 Costs					Incl. in Cost	\$62,890	\$71,200	\$79,497	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$213,587	2009 Costs
Est. 2014 Costs (Based on 60% Increase from 2009 to 2014)					Incl. in Cost	\$100,624	\$113,920	\$127,195	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$341,739	Est. 2014 Costs
Est. 2015 Costs (Based on 10% Increase from 2014 - 2015)					Incl. in Cost	\$110,686	\$125,312	\$139,915	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$375,913	Est. 2015 Costs
Item 8 B:	1.5	52 St	52 St Cr S	52 St Cr N										
2009 Costs					Incl. in Cost	\$68,807	\$69,400	\$47,618	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$185,825	2009 Costs
Est. 2014 Costs (Based on 60% Increase from 2009 to 2014)					Incl. in Cost	\$110,091	\$111,040	\$76,189	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$297,320	Est. 2014 Costs
Est. 2015 Costs (Based on 10% Increase from 2014 - 2015)					Incl. in Cost	\$121,100	\$122,144	\$83,808	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$327,052	Est. 2015 Costs
Item 8 C:	1.6	52 St	52 St Cr N	North End										
2009 Costs					Incl. in Cost	\$93,568	\$94,700	\$116,523	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$304,791	2009 Costs
Est. 2014 Costs (Based on 60% Increase from 2009 to 2014)					Incl. in Cost	\$149,709	\$151,520	\$186,437	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$487,666	Est. 2014 Costs
Est. 2015 Costs (Based on 10% Increase from 2014 - 2015)					Incl. in Cost	\$164,680	\$166,672	\$205,080	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$536,432	Est. 2015 Costs
Priority #9 from 2009 Report														
Item 9 A:	14.2	48 Ave	52 St	51 St										
2009 Costs					Incl. in Cost	\$116,165	\$184,000	\$145,584	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$445,749	2009 Costs
Est. 2014 Costs (Based on 60% Increase from 2009 to 2014)					Incl. in Cost	\$185,864	\$294,400	\$232,934	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$713,198	Est. 2014 Costs
Est. 2015 Costs (Based on 10% Increase from 2014 - 2015)					Incl. in Cost	\$204,450	\$323,840	\$256,228	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$784,518	Est. 2015 Costs

2014 Cost Update
Updated costs from the 2009 Table 7.2 - Top Priority List

Report Section #	Overall Section #	Location	From	To	Mob & Site Work	Sanitary	Roadway	Water	Service Connections	Storm	Contingency	Engineering	Total	
Priority #10 from 2009 Report														
Item 10 A:	6.4	49 St	50 Ave	51 Ave										
2009 Costs					Incl. in Cost	\$33,284	\$130,800	\$146,788	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$310,872	2009 Costs
Est. 2014 Costs (Based on 60% Increase from 2009 to 2014)					Incl. in Cost	\$53,254	\$209,280	\$234,861	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$497,395	Est. 2014 Costs
Est. 2015 Costs (Based on 10% Increase from 2014 - 2015)					Incl. in Cost	\$58,580	\$230,208	\$258,347	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$547,135	Est. 2015 Costs
Priority #11 from 2009 Report														
Item 11 A:	10.2	51 Ave	51 St	50 A St										
2009 Costs					Incl. in Cost	\$75,271	\$67,600	\$79,417	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$222,288	2009 Costs
Est. 2014 Costs (Based on 60% Increase from 2009 to 2014)					Incl. in Cost	\$120,434	\$108,160	\$127,067	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$355,661	Est. 2014 Costs
Est. 2015 Costs (Based on 10% Increase from 2014 - 2015)					Incl. in Cost	\$132,477	\$118,976	\$139,774	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$391,227	Est. 2015 Costs
Item 11 B:	10.3	51 Ave	50 A St	50 St										
2009 Costs					Incl. in Cost	\$57,787	\$44,200	\$58,699	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$160,686	2009 Costs
Est. 2014 Costs (Based on 60% Increase from 2009 to 2014)					Incl. in Cost	\$92,459	\$70,720	\$93,918	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$257,098	Est. 2014 Costs
Est. 2015 Costs (Based on 10% Increase from 2014 - 2015)					Incl. in Cost	\$101,705	\$77,792	\$103,310	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$282,807	Est. 2015 Costs
Priority #12 from 2009 Report														
Item 12 A:	13.2	49 Ave	51 St	50 St										
2009 Costs					Incl. in Cost	\$116,731	\$144,300	\$119,326	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$380,357	2009 Costs
Est. 2014 Costs (Based on 60% Increase from 2009 to 2014)					Incl. in Cost	\$186,770	\$230,880	\$190,922	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$608,571	Est. 2014 Costs
Est. 2015 Costs (Based on 10% Increase from 2014 - 2015)					Incl. in Cost	\$205,447	\$253,968	\$210,014	Incl. in Cost	\$0	Incl. in Cost	Incl. in Cost	\$669,428	Est. 2015 Costs



AGENDA ITEM

PROJECT: Legal Opinion - Village of Caroline Request for Interim Funding		
PRESENTATION DATE: May 24, 2016		
DEPARTMENT: CAO	WRITTEN BY: Ron Leaf	REVIEWED BY: Ron Leaf
BUDGET IMPLICATION: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy (cite)		
STRATEGIC PLAN THEME:	PRIORITY AREA:	STRATEGIES:
ATTACHMENT(S): MLT – Legal Opinion – Loan to Village of Caroline		
RECOMMENDATION: That Council directs Administration on whether to proceed with the preparation of a lending bylaw as per Section 265 of the Municipal Government Act.		

BACKGROUND:

In relation to the Village of Caroline's request for funding assistance with the Highway 54 Project, I've requested the attached legal opinion from Joanne Klauer with the legal firm MacPherson, Lyemann and Timmerman LLP regarding the ability of the County to consider this request. Further, should Council honor the request, the opinion identifies what requirements and processes should be addressed in terms of the form of lending bylaw and the associated loan agreement.

To summarize Ms. Klauer's findings:

- There is a benefit to the County in terms of the upgrade to Highway 54 which meets one of the requirements for lending as set out in Section 264(2)(a) of the MGA ;
- The Village meets the definition of "not for profit" organization (Section 241 (f)(iii)) which satisfies the requirements of Section 264 (1)(2) of the Act to whom the County may lend money;
- Should Council agree to extend "bridge financing", this lending will have to be authorized by bylaw. Section 265 of the MGA sets out the requirements of the Bylaw. Again, should Council agree to this loan, I will work with MLT to ensure the bylaw is complete in all regards to the MGA with the bylaw being presented at Council's June 14 meeting.
- Dependent on whether the bylaw is petitioned, the bylaw would be presented to Council for 2nd and 3rd reading in accordance with the advertising requirements set out in the Act;
- The bylaw will need to be advertised and is subject to petition.
- The lending will not impact the County's debt limit

- The remainder of the legal opinion deals with the technical aspects of petitions, restrictions, etc. which I will address verbally on Tuesday.

Should Council support the preparation of a lending bylaw, I recommend that the maximum amount to be lent be \$1 Million, which is approximately 1/3 of the engineered project estimate and the amount to be covered by AB Transportation.

This loan amount is based on a “worst case” scenario which would have the project complete within 6-8 weeks and contractor invoicing being submitted to the Village faster than the Province’s ability to reimburse their 1/3 cost share.

Staff anticipate the actual amount to be lent to be less than \$400K.



Joanne Klauer
Direct Line: (403) 693-4335
E-mail: JKlauer@mlt.com

May 19, 2016

Via E-Mail

Clearwater County
P.O. Box 550
Rocky Mountain House, AB T4T 1A4

Attention: Ron Leaf, CAO

Dear Sir:

Re: Loan to Village of Caroline
Our File: 057885-New File

Further to our discussions, I confirm that the County is considering providing a form of "bridging" loan to the Village of Caroline for the purpose of facilitating a paving project on the Village's Main Street (Provincial Highway 591). My comments are set out below:

I. Background

I understand that the Village has requested that the County assist the Village by providing a "bridging loan" to facilitate a paving project on the Village's Main Street (Provincial Highway 591). Specifically, I understand that the issue is while Alberta Transportation has committed to paying 1/3 of the total project costs (approximately \$1 Million), there may be some delay between the issuance of the progress certificates and Alberta Transportation issuing the cheque to the Village (anticipated 4-6 week delay). The Village has requested that the County agree to provide bridge financing insofar as there is a gap between the amount of the progress certificates issued for the project, the issuance of Alberta Transportation's cheques and other available funds. In other words, the maximum loan amount will be the equivalent of Alberta Transportation's allocation of the project costs and the terms of the loan agreement will include a provision that the Village will utilize all other available and received funding prior to requesting funds from the County. The Village will repay any amounts received from the County upon receipt of funds from Alberta Transportation.

II. Discussion

1. Section 264(2)(a) Loan Authority

Pursuant to Section 264(1)(2) of the *Municipal Government Act*, a municipality may only lend money under specific circumstances including lending money to a "non-profit organization" if

the Council "considers that the money loaned will be used for a purpose that will benefit the municipality". In this circumstance, I understand that the subject road handles regional traffic including County traffic and, on this basis, the paving project will benefit the County.

Section 241(f)(iii) of the *Municipal Government Act* defines "non-profit organization" to include an entity established under a law of Canada or Alberta for a purpose other than to make a profit. A municipality's purpose is defined in Section 3 of the *Municipal Government Act* as being:

- a) To provide good government,
- b) To provide services, facilities and other things that, in the opinion of council, are necessary or desirable for all or a part of the municipality, and
- c) To develop and maintain safe and viable communities.

On this basis, in my opinion, the Village constitutes a "non-profit organization" within the scope of Section 264(1)(2) of the *Municipal Government Act*.

2. Section 265 Loan Bylaw

Pursuant to Section 265 of the *Municipal Government Act*, a municipality may only lend money to a non-profit organization if the loan is authorized by bylaw. The loan bylaw must include the following information:

- a) The amount of money to be loaned: The bylaw and loan agreement should identify a maximum amount;
- b) In general terms, the purpose for which the money that is to be loaned is to be used,
- c) The minimum rate of interest: I note that the rate of interest may be 0%,
- d) The term of the loan: While I appreciate that this is considered to be a bridging loan, I recommend that in addition to requiring that the funds received from Alberta Transportation be forwarded to the County, the County also set a specific date by which the full amount must be repaid and/or a provision that the funds are repayable in full within 60 days of the County issuing a demand for payment,
- e) The terms of the repayment of the loan: I generally recommend that the loan agreement be attached as a schedule to the loan bylaw to ensure that all the terms of the loan are fully captured in the bylaw, and
- f) The source or sources of the money to be loaned: In addition to identifying the source of the loan amount (ie. reserve account), the loan bylaw should also provide that the repayments are to be returned to this same account.

The loan bylaw must be advertised in accordance with Section 606 of the *Municipal Government Act*.

3. Section 231 Petition

Pursuant to Section 231 of the *Municipal Government Act*, after the loan bylaw has been advertised, the bylaw is subject to a petition for a vote of electors to determine whether or not the proposed loan bylaw should be passed. As the loan bylaw is required to be advertised under Part 8 of the *Act*, in order to be sufficient, the petition must be filed with the County's CAO within 15 days after the last date on which the proposed bylaw was advertised (Section 231(3)). If a sufficient petition is received by the County pursuant to Section 231 then Council must either (Section 231(5)):

- a) Decide not to proceed with the proposed bylaw, or
- b) Decide to proceed with the proposed bylaw and submit the bylaw to a vote of the electors within 90 days after the CAO has declared the petition to be sufficient.

If a vote of the electors approves the proposed bylaw then Council must proceed to pass it (Section 231(6)). However, if the vote of the electors does not approve the proposed bylaw, then Council must not give the bylaw any further readings and any previous readings are rescinded (Section 231(7)). If a sufficient petition is not received, then Council may pass the bylaw (Section 231(9)).

4. Section 268 Debit Limit Restriction

The County must ensure that the loan will not impact the County's debt limit or, if it does, that the loan is approved by the Minister, in accordance with Section 268 of the *Municipal Government Act*. Pursuant to Section 275 of the *Act*, any Councillor who voted for a loan bylaw which caused the municipality to exceed its debt limit is personally liable to the municipality for the amount loaned unless the loan has been approved by the Minister. I recommend including specific reference to compliance with Section 268 in the preamble of the loan bylaw.

I understand that the loan amount will come from the County's reserves and, as such, the County will not require a borrowing bylaw.

5. Section 273 Validity of Loans

Pursuant to Section 273(1) of the *Municipal Government Act*, a loan made by the County pursuant to Section 264 and any legal instrument issued under the loan is valid and binding upon the County and is not open to question in any Court if the loan is authorized by bylaw. Pursuant to Section 273(2) a bylaw authorizing a loan is a valid bylaw if no application has been made to the Court of Queen's Bench to have the bylaw declared invalid within 30 days after the bylaw has been passed or, where such application has been made, upon the final disposition of the application and any appeal, the application is dismissed.

If you require, I can provide you with a form of loan bylaw and loan agreement for your consideration.

I hope my comments are of assistance. Please contact me directly if you have questions.

Yours truly,

MacPherson Leslie & Tyerman LLP

Per:

A handwritten signature in black ink, appearing to read 'Joanne M. Klauer', written in a cursive style.

JOANNE M. KLAUER



AGENDA ITEM

PROJECT: Council Request for Municipal Inspection		
PRESENTATION DATE: May 24, 2016		
DEPARTMENT: Municipal	WRITTEN BY: Ron Leaf	REVIEWED BY: Ron Leaf
BUDGET IMPLICATION: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy (cite)		
STRATEGIC PLAN THEME:	PRIORITY AREA:	STRATEGIES:
ATTACHMENT(S):		
REQUEST FOR DIRECTION:		
That Council provides direction on how it wishes to proceed in terms of requesting a municipal inspection or whether it wishes more information regarding a procedural audit.		

BACKGROUND:

During the May 10 Council meeting Councilor Graham requested that consideration be given to asking Alberta Municipal Affairs to conduct a municipal inspection of Clearwater County. Administration was requested to provide options and a proposed budget.

With respect to Council's direction, Section 571 (1)(b) of the Municipal Government Act is relevant to Council's request. It reads:

Inspection

571(1)

The Minister may require any matter connected with the management, administration or operation of any municipality or any assessment prepared under Part 9 to be inspected

(a) on the Minister's initiative, or

(b) on the request of the council of the municipality.

Section 571 goes on to describe how the inspection may be undertaken, however the Act is clear that Council may request the Minister to undertake an inspection.

With respect to cost, Municipal Affairs (MA) staff have advised that the Ministry is responsible for the costs associated with a Section 571 inspection.

In terms of timing, MA advised that should the Minister agree to undertaking an inspection that it takes approximately 6 months for the inspection to begin; 2-3 months (or longer) for the interviews

and related inspection activities to be complete. The release of the report findings and recommendation varies dependent on the nature of the findings, recommendations and review by the department and the Minister. Put another way, should the Minister authorize the inspection the inspection may take 8 – 12 months (or longer) to complete.

Another option for Council's consideration is a Procedural Audit. The nature of the complaints I am aware of pertain to the County's purchase of the properties located within NE3-40-7W5. Based on discussions with the legal firm of Reynolds Mirth Richards and Farmer (RMRF) they suggested that an audit could be performed reviewing the process and authorities granted to Council under the MGA with respect to land purchase.

If Council wishes to pursue the Procedural Audit option I propose having RMRF develop a terms of reference for Council's consideration at their June 14 or 28 meeting. A proposed budget would be submitted at that time. I would anticipate a procedural audit could be complete by the end of September.



AGENDA ITEM

PROJECT: Bylaw 1014/16 1:15 P.M. Public Hearing		
Bylaw 1014/16 Second and Third Reading for Application No. 02/16 to amend the Land Use Bylaw		
PRESENTATION DATE: May 24, 2016		
DEPARTMENT: Planning and Development	WRITTEN BY: Keith McCrae	REVIEWED BY: Rick Emmons/Ron Leaf
BUDGET IMPLICATION: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input type="checkbox"/> None <input checked="" type="checkbox"/> Provincial Legislation (cite) <input checked="" type="checkbox"/> County Bylaw or Policy (cite) Bylaw: _____ Policy: _____		
STRATEGIC PLAN THEME: Managing our Growth (1.)	PRIORITY AREA: Planning a Well Designed Community (1.1)	STRATEGIES: Ensure Sound Planning and Collaboration (1.1.1, and 1.1.2)
ATTACHMENT(S): Application to Amend the Land Use Bylaw, Bylaw 1014/16 with Schedule "A", Aerial Photo, Airport Vicinity Overlay District Map.		
RECOMMENDATION: Pending the results of the public hearing, it is recommended that Council grant 2 nd and 3 rd readings to Bylaw 1014/16		

Background:

The Rocky Mountain House Airport (CYRM) Development Plan has been adopted by the Town of Rocky Mountain House and Clearwater County. This application by the County to amend the Land Use Bylaw represents changes necessary to bring consistency with the new Rocky Mountain House Airport (CYRM) Development Plan.

It is proposed that the Land Use Bylaw be amended as follows:

1. Part Six: General Parcel and Development Regulations

6.7 Number of Dwelling Units Allowed Per Parcel

Add the following subsection:

- (13) In a Public Airport District "PA", the construction or location of additional accessory dwelling units or security/operator dwelling units on a parcel of land may be approved at the discretion of the Rocky Mountain House Airport Commission and to the satisfaction of the Development Authority.

2. Part Thirteen: Land Use Districts

13.4 (29) PUBLIC AIRPORT DISTRICT “PA”

Remove and replace with the following:

13.4 (29) PUBLIC AIRPORT DISTRICT “PA”

THE GENERAL PURPOSE OF THIS DISTRICT IS TO PROVIDE AN AREA THAT PROVIDES FOR THE SAFE AND EFFECTIVE OPERATION OF A SMALL SCALE PUBLIC AIRPORT.

A. PERMITTED USES

1. Ancillary uses and ancillary buildings
2. Airport
3. Airside commercial
4. Groundside commercial
5. Hangar
6. Public use
7. Temporary camp dwellings for use by seasonal staff on the Province’s (Air Tanker Base Operations) lease
8. Signs, for onsite establishments only

B. DISCRETIONARY USES

1. Accessory dwelling unit
2. Eating establishment
3. Security/operator dwelling unit

C. DEFINITIONS

For the purpose of this District:

1. “ACCESSORY DWELLING UNIT” means a building or a portion of a building containing one or more habitable rooms that constitute a self-contained living accommodation unit that is separate and subordinate to the primary use of the building or site.
2. “AIRSIDE COMMERCIAL” means commercial operations, including but not limited to charter flight services and flight schools, that require access to the airport runway and taxiways.

3. "AIRPORT COMMISSION" means the Airport Commission, established jointly by the Town of Rocky Mountain House and Clearwater County for the Rocky Mountain House (CYRM) Airport.
4. "EATING ESTABLISHMENT" means a building or part of a building where food is offered for sale or sold to the public for immediate consumption and may include such uses as a restaurant, café, cafeteria, coffee shop, or snack bar.
5. "GROUNDSIDE COMMERCIAL" means commercial operations, including but not limited to retail, recreational, rental, service, repair and light fabrication operations in support of the airport and its users that do not require access to airport runways and taxiways.
6. "HANGAR" means a private storage structure intended to house an airplane(s) and associated equipment. A hangar may include an accessory dwelling unit not intended for long term occupancy.
7. "SECURITY/OPERATOR DWELLING UNIT" means a detached or accessory dwelling unit intended for usage by a facility operator or for security purposes.
8. "TEMPORARY CAMP DWELLINGS" means temporary dwelling units intended to house temporary or seasonal workers on or near a worksite.

D. PARKING

1. Parking requirements will be determined at the discretion of the Rocky Mountain House Airport Commission at time of development permit application, based on the requirements stated in Section 6.17.

E. DEVELOPMENT REGULATIONS

1. Signage shall be limited to flush mounted signs affixed to a building face with a maximum area of 2 square metres (6.6 sq. ft.) advertising only on site operations. Signage shall be limited to 1 sign per lease, and shall not be lit, unless express permission has been granted by the Rocky Mountain House Airport Commission.
2. All development shall be setback 10 metres (32.8 feet) from any exterior property boundary of the CYRM site.
3. Setbacks on individual lease lots will be determined at the discretion of the Rocky Mountain House Airport Commission at time of development permit application.

F. ACCESSORY DWELLING UNITS

For the purposes of this District,

1. Approval of accessory dwelling units is at the discretion of the Rocky Mountain House Airport Commission.

2. Accessory dwelling units are subject to the Safety Codes Act.

G. PROCEDURE

1. The Development Authority will not accept or process any development permit application occurring at the CYRM Airport unless the application has been authorized by the Rocky Mountain House Airport Commission. No permit for development in the Public Airport District will be issued without Airport Commission consent.
2. The Development Officer shall send notification of any development permit application and notice of decision occurring at the CYRM Airport to the Town of Rocky Mountain House.

3. Add the following section, subsections and map:

PART SIXTEEN: OVERLAY DISTRICTS

16.1 Purpose and Application

1. The purpose of Part Sixteen of the Land Use Bylaw is to facilitate the implantation of specific goals and objectives of adopted statutory plans or any other policy plan adopted by Council.
2. Generally Overlay Districts are put in place to protect, preserve and enhance either natural or man- made environments having development, historic or environmental significance or existing developed areas subject to infill or redevelopment proposals.
3. All of the Overlays contained within this Part are applied and interpreted in the same manner that the underlying District; its purpose, regulations and standards are read in conjunction with the Overlay, but that the underlying District is considered subordinate where there is a discrepancy between the two Districts.

16.2 Airport Vicinity Overlay District

THE GENERAL PURPOSE OF THE DISTRICT IS TO PROTECT LANDS ADJACENT TO THE YRM AIRPORT FROM USES INCOMPATIBLE WITH THE OPERATION AND FUTURE DEVELOPMENT OF THE AIRPORT.

A. PERMITTED USES

1. All uses listed as permitted in the underlying District

B. DISCRETIONARY USES

1. All uses listed as discretionary in the underlying District

C. AREA

The area included in this Overlay District will be limited to the area identified in the attached map outlining the areas that may potentially impact the safe movement of aircraft. This map was developed in reference to the Transport Canada Guide – Land Use in the vicinity of Aerodromes – TP1247E. (See *Airport Vicinity Overlay District Map*)

D. MAXIMUM HEIGHT OF BUILDINGS

No building or structure shall be erected, on any lands described within this Overlay District that exceed 15 metres (49.2 feet) in height, or as determined by the Rocky Mountain House Airport Commission.

4. Designate all Airport Land to the Public Airport District “PA”

Presently, only the built up portions of the airport are designated Public Airport District “PA”. This application proposes to designate all of the land within the current airport boundary as shown on the attached sketch to the Public Airport District “PA” District. These lands are described as follows: SE, SW, NW, and west half of NE 11 40-07-W5 and the west half of SW 14 40-07-W5.

5. Apply Airport Vicinity Overlay District to Nearby Land

The proposal is to apply the Airport Vicinity Overlay District to the areas shown on the Airport Vicinity Overlay District Map. These lands are described as follows:

Portion of NW 15 40-07-W5

Portion of SE 22 40-07-W5

Portion of NE 15 40-07-W5

SE 15 40-07-W5

NE 10 40-07-W5

Portion of NE 2 40-07-W5

Portion of NW 1 40-07-W5

Portion of SE 2 40-07-W5

Portion of SW 1 40-07-W5

Even though the overlay district would be applied to these lands they would remain zoned Agriculture District “A” under the Land Use Bylaw. The general purpose of this overlay district is to protect lands adjacent to the airport from uses incompatible with the operation and future development of the airport. This includes limiting the height of structures on adjacent lands consistent with Transport Canada Regulations. No building or structure shall exceed 15 metres (49.2 feet) in height, or as determined by the Rocky Mountain House Airport Commission.

First Reading:

At the regular Council meeting held on March 8, 2016, Council reviewed and gave first reading to Bylaw 1014/16. As required by legislation, comments were invited from adjacent landowners

and referral agencies. Upon consideration of the representations made at the Public Hearing, Council may consider whether or not to grant second and third readings to the bylaw.

Requested Amendment to Bylaw 1014/16 (typo):

Shortly after first reading was granted by Council administration noticed a typo in the bylaw which has since been corrected. On the third page of the bylaw, under Section 4, the number 11 was added to the legal description in the last sentence of the paragraph as shown in red on the attached bylaw. Please note that this correction to the legal description was made prior to public notification. We request that Council consider granting second and third reading to bylaw 1014/16 as amended.



CLEARWATER COUNTY
Application for
Amendment to the Land Use Bylaw

Application No. 02/16

I / We hereby make application to amend the Land Use Bylaw.

APPLICANT: CLEARWATER COUNTY, RICK EMMONS, DIRECTOR, PLANNING & DEV.

ADDRESS & PHONE: P.O. BOX 550 ROCKY MOUNTAIN HOUSE AB T4T1A4

REGISTERED OWNER: AIRPORT LANDS OWNED JOINTLY BY ^{TOWN OF ROCKY Mtn. HOUSE} CLEARWATER COUNTY

ADDRESS & PHONE: _____

AMENDMENT REQUESTED:

1. CHANGE OF LAND USE DISTRICT FROM: "A" TO: "PA"

LEGAL DESCRIPTION OF PROPERTY: _____ 1/4 Sec. _____ Twp. _____ Rge. _____ W5M

OR: LOT: _____ BLOCK _____ REGISTERED PLAN NO.: _____ SEE SCHEDULE "A"

OR: CERTIFICATE OF TITLE NO.: _____ (Site Plan is attached)

SIZE OF AREA TO BE REDESIGNATED: _____ (Hectares / Acres)

2. REVISION TO THE WORDING OF THE LAND USE BYLAW AS FOLLOWS:

- AMEND LAND USE BYLAW AS SHOWN ON THE ATTACHED BYLAW.
- REDESIGNATE ALL LANDS WITHIN THE AIRPORT BOUNDARY TO THE PUBLIC AIRPORT DISTRICT "PA" AS SHOWN ON THE ATTACHED BYLAW.
- APPLY THE AIRPORT VICINITY OVERLAY DISTRICT TO LANDS ADJACENT TO THE AIRPORT AS SHOWN ON ATTACHED BYLAW (AFFECTED LAND WILL REMAIN ZONED AGRICULTURE DISTRICT "A")

3. REASONS IN SUPPORT OF APPLICATION FOR AMENDMENT:

TO BE CONSISTENT WITH THE "ROCKY MOUNTAIN HOUSE CYRM AIRPORT - DEVELOPMENT PLAN"

DATE: MARCH 3, 20 16 APPLICANT'S SIGNATURE [Signature]

This personal information is being collected under the authority of the Municipal Government Act, Being Chapter M-26, R.S.A. 2000 and will be used to process the Land Use Bylaw amendment application. It is protected by the privacy provisions of the Freedom of Information and Protection of Privacy Act, Chapter F-25, RSA, 2006. If you have any questions about the collection of this personal information, please contact Clearwater County, P.O. Box 550, Rocky Mountain House AB T4T 1A4.

APPLICATION FEE OF N/A DATE PAID: N/A RECEIPT NO. N/A

[Signature]
SIGNATURE OF DEVELOPMENT OFFICER
IF APPLICATION COMPLETE

IMPORTANT NOTES ON REVERSE SIDE

BYLAW NO. 1014/16

A Bylaw of Clearwater County, in the Province of Alberta, for the purpose of amending the Land Use Bylaw, being Bylaw No. 714/01.

PURSUANT to the Authority conferred upon it by the Municipal Government Act, Statutes of Alberta, 2000, Chapter M-26.1 and amendments thereto, and;

WHEREAS, a Council is authorized to prepare, to adopt, and to amend a Land Use Bylaw to regulate and control the use and development of land and buildings within the Municipality;

NOW, THEREFORE, upon compliance with the relevant requirements of the Municipal Government Act, the Council of the Clearwater County, Province of Alberta, duly assembled, enacts that the Land Use Bylaw be amended as follows:

1. Part Six: General Parcel and Development Regulations

6.7 Number of Dwelling Units Allowed Per Parcel

Add the following subsection:

(13) In a Public Airport District "PA", the construction or location of additional accessory dwelling units or security/operator dwelling units on a parcel of land may be approved at the discretion of the Rocky Mountain House Airport Commission and to the satisfaction of the Development Authority.

2. Part Thirteen: Land Use Districts

13.4 (29) PUBLIC AIRPORT DISTRICT "PA"

Remove and replace with the following:

13.4 (29) PUBLIC AIRPORT DISTRICT "PA"

THE GENERAL PURPOSE OF THIS DISTRICT IS TO PROVIDE AN AREA THAT PROVIDES FOR THE SAFE AND EFFECTIVE OPERATION OF A SMALL SCALE PUBLIC AIRPORT.

A. PERMITTED USES

1. Ancillary uses and ancillary buildings
2. Airport
3. Airside commercial
4. Groundside commercial
5. Hangar
6. Public use
7. Temporary camp dwellings for use by seasonal staff on the Province's (Air Tanker Base Operations) lease
8. Signs, for onsite establishments only

B. DISCRETIONARY USES

1. Accessory dwelling unit
2. Eating establishment
3. Security/operator dwelling unit

C. DEFINITIONS

For the purpose of this District:

1. "ACCESSORY DWELLING UNIT" means a building or a portion of a building containing one or more habitable rooms that constitute a self-contained living accommodation unit that is separate and subordinate to the primary use of the building or site.
2. "AIRSIDE COMMERCIAL" means commercial operations, including but not limited to charter flight services and flight schools, that require access to the airport runway and taxiways.
3. "AIRPORT COMMISSION" means the Airport Commission, established jointly by the Town of Rocky Mountain House and Clearwater County for the Rocky Mountain House (CYRM) Airport.
4. "EATING ESTABLISHMENT" means a building or part of a building where food is offered for sale or sold to the public for immediate consumption and may include such uses as a restaurant, café, cafeteria, coffee shop, or snack bar.
5. "GROUNDSIDE COMMERCIAL" means commercial operations, including but not limited to retail, recreational, rental, service, repair and light fabrication operations in support of the airport and its users that do not require access to airport runways and taxiways.
6. "HANGAR" means a private storage structure intended to house an airplane(s) and associated equipment. A hangar may include an accessory dwelling unit not intended for long term occupancy.
7. "SECURITY/OPERATOR DWELLING UNIT" means a detached or accessory dwelling unit intended for usage by a facility operator or for security purposes.
8. "TEMPORARY CAMP DWELLINGS" means temporary dwelling units intended to house temporary or seasonal workers on or near a worksite.

D. PARKING

1. Parking requirements will be determined at the discretion of the Rocky Mountain House Airport Commission at time of development permit application, based on the requirements stated in Section 6.17.

E. DEVELOPMENT REGULATIONS

1. Signage shall be limited to flush mounted signs affixed to a building face with a maximum area of 2 square metres (6.6 sq. ft.) advertising only on site operations. Signage shall be limited to 1 sign per lease, and shall not be lit, unless express permission has been granted by the Rocky Mountain House Airport Commission.
2. All development shall be setback 10 metres (32.8 feet) from any exterior property boundary of the CYRM site.
3. Setbacks on individual lease lots will be determined at the discretion of the Rocky Mountain House Airport Commission at time of development permit application.

F. ACCESSORY DWELLING UNITS

For the purposes of this District,

1. Approval of accessory dwelling units is at the discretion of the Rocky Mountain House Airport Commission.
2. Accessory dwelling units are subject to the Safety Codes Act.

G. PROCEDURE

1. The Development Authority will not accept or process any development permit application occurring at the CYRM Airport unless the application has been authorized by the Rocky Mountain House

Airport Commission. No permit for development in the Public Airport District will be issued without Airport Commission consent.

2. The Development Officer shall send notification of any development permit application and notice of decision occurring at the CYRM Airport to the Town of Rocky Mountain House.
3. Add the following section, subsections and map:

PART SIXTEEN: OVERLAY DISTRICTS

16.1 Purpose and Application

1. The purpose of Part Sixteen of the Land Use Bylaw is to facilitate the implantation of specific goals and objectives of adopted statutory plans or any other policy plan adopted by Council.
2. Generally Overlay Districts are put in place to protect, preserve and enhance either natural or man- made environments having development, historic or environmental significance or existing developed areas subject to infill or redevelopment proposals.
3. All of the Overlays contained within this Part are applied and interpreted in the same manner that the underlying District; its purpose, regulations and standards are read in conjunction with the Overlay, but that the underlying District is considered subordinate where there is a discrepancy between the two Districts.

16.2 Airport Vicinity Overlay District

THE GENERAL PURPOSE OF THE DISTRICT IS TO PROTECT LANDS ADJACENT TO THE YRM AIRPORT FROM USES INCOMPATIBLE WITH THE OPERATION AND FUTURE DEVELOPMENT OF THE AIRPORT.

A. PERMITTED USES

1. All uses listed as permitted in the underlying District

B. DISCRETIONARY USES

1. All uses listed as discretionary in the underlying District

C. AREA

The area included in this Overlay District will be limited to the area identified in the attached map outlining the areas that may potentially impact the safe movement of aircraft. This map was developed in reference to the Transport Canada Guide – Land Use in the vicinity of Aerodromes – TP1247E. (See *Airport Vicinity Overlay District Map*)

D. MAXIMUM HEIGHT OF BUILDINGS

No building or structure shall be erected, on any lands described within this Overlay District that exceed 15 metres (49.2 feet) in height, or as determined by the Rocky Mountain House Airport Commission.

4. That the Public Airport District “PA” be applied to all of the land within the current airport boundary as outlined in red on attached Schedule “A” hereby redesignating the subject lands from the Agriculture District “A”. These lands are described as follows: SE, SW, NW, and west half of NE, 11 40-07-W5, and the west half of 14 40-07-W5.
5. That the Public Airport Overlay District be applied to a portion of lands in close proximity to the airport as outlined in purple on attached Schedule “A”. Even though the overlay district would be applied these lands would remain zoned Agriculture District “A” under the Land Use Bylaw. Said lands affected are described as follows:

A portion of NW 15 40-07-W5

A portion of SE 22 40-07-W5

A portion of NE 15 40-07-W5

SE 15 40-07-W5

NE 10 40-07-W5

A portion of NE 2 40-07-W5

A portion of NW 1 40-07-W5

A portion of SE 2 40-07-W5

A portion of SW 1 40-07-W5

READ A FIRST TIME this _____ day of _____ A.D., 2015.

REEVE

MUNICIPAL MANAGER

PUBLIC HEARING held this _____ day of _____ A.D., 2015.

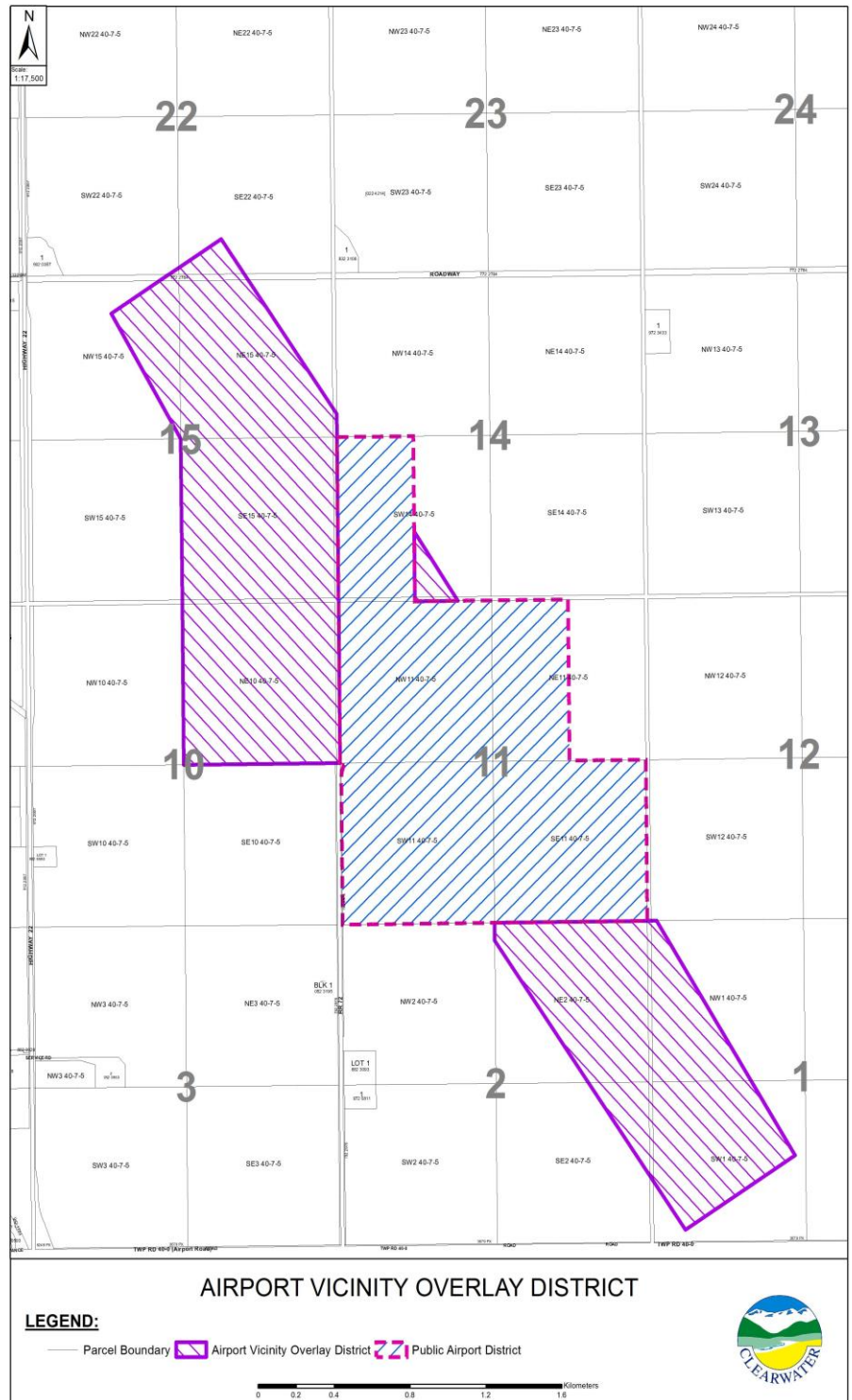
READ A SECOND TIME this _____ day of _____ A.D., 2015.

READ A THIRD AND FINAL TIME this ___ day of _____ A.D., 2015.

REEVE

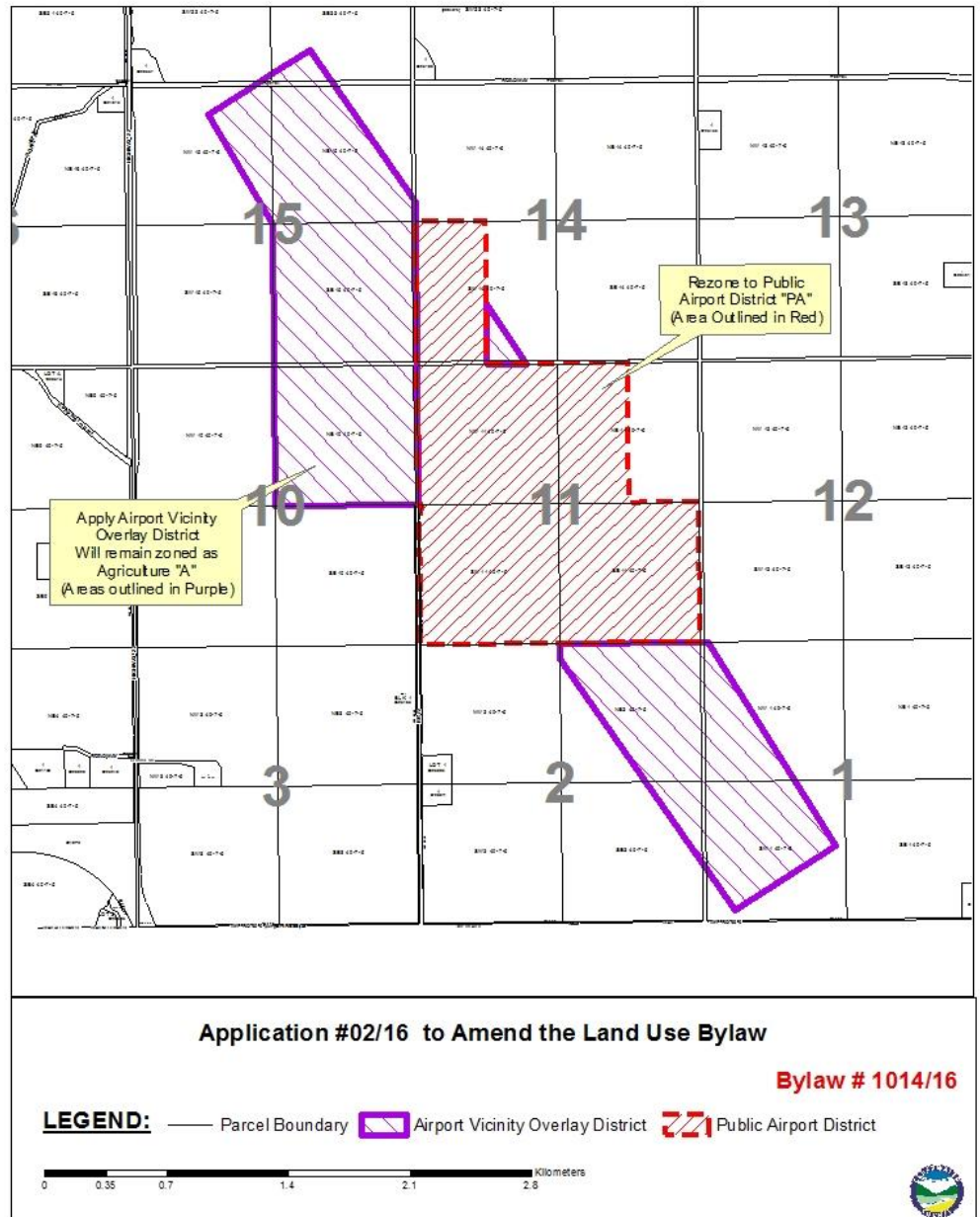
MUNICIPAL MANAGER

Airport Vicinity Overlay District Map

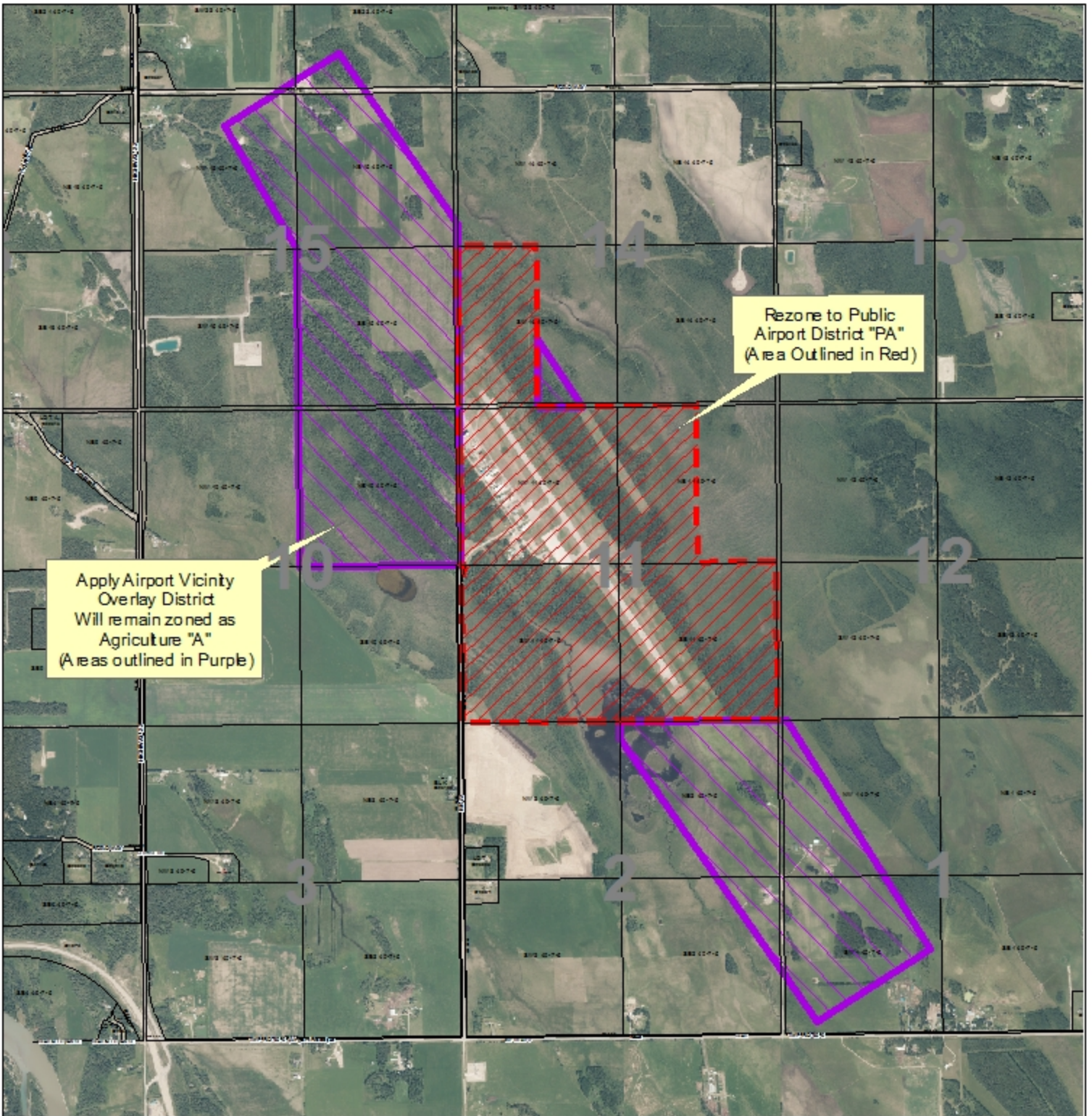


Schedule "A"

SCHEDULE "A"



SCHEDULE "A"

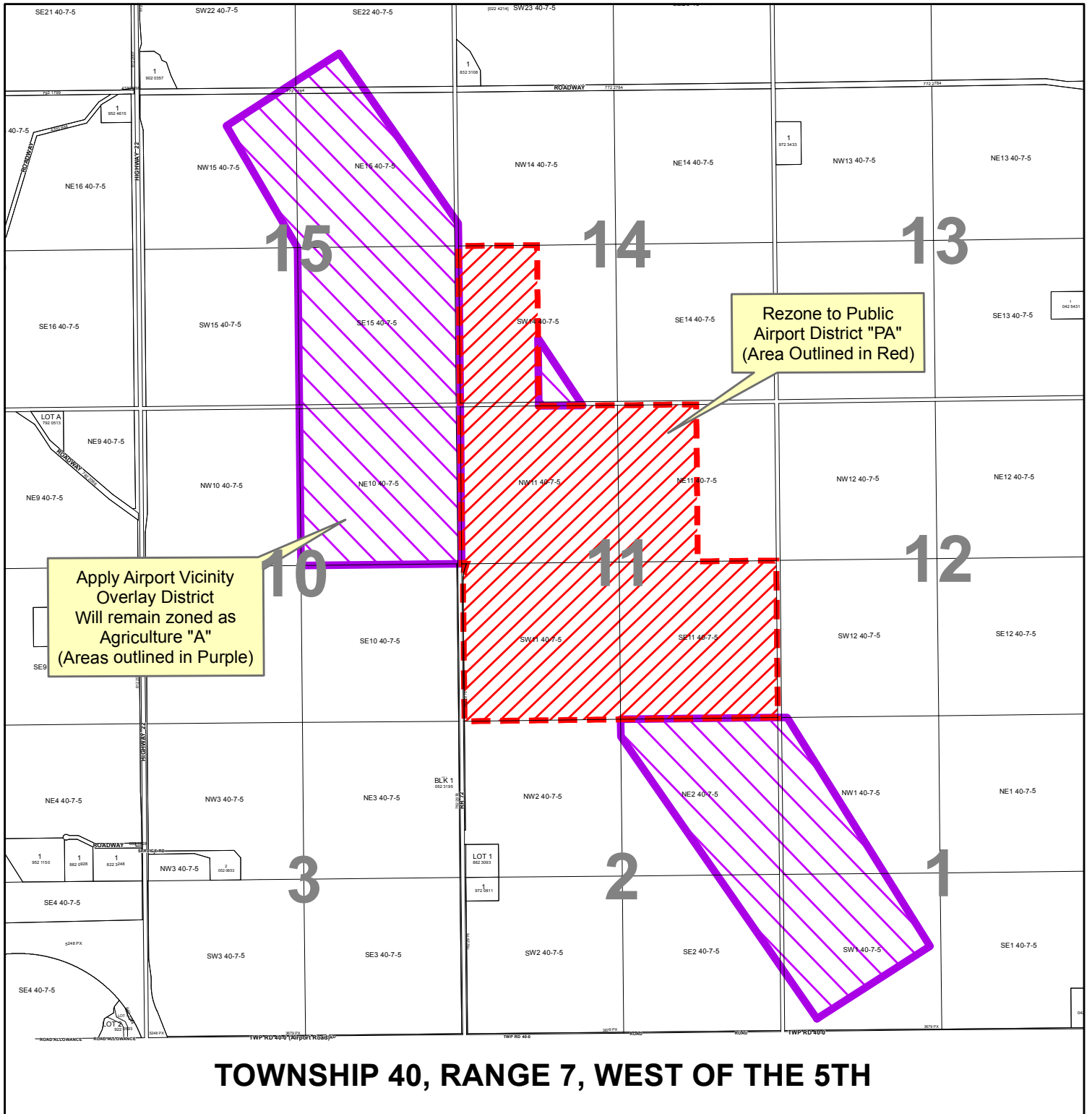


Application #02/16 to Amend the Land Use Bylaw

Bylaw # 1014/16

LEGEND: — Parcel Boundary  Airport Vicinity Overlay District  Public Airport District



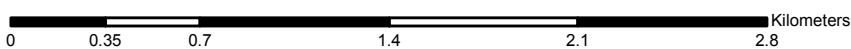


TOWNSHIP 40, RANGE 7, WEST OF THE 5TH

Application #02/16 to Amend the Land Use Bylaw

Bylaw # 1014/16

LEGEND: — Parcel Boundary  Airport Vicinity Overlay District  Public Airport District



Clearwater County
 Councilor and Board Member Remuneration Statement

For the Year of ...2016..

Name of Councilor / Board MemberPat Alexander.....

Payment Periods

January February May June
 March April July August
 September October November December

Supervision Rate – \$550.00 Monthly
 Reeve Supervision Rate - \$850.00 Monthly

Date	Type of Meeting Attended	First 4 Hours \$159.00	Next 4 Hours \$126.00	Next 4 Hours \$126.00	Regular Council Meeting \$288.00	Lunch \$16.00	Mileage @ \$0.54 / km
Mar 3	NSWA	X	X				74
Mar 7	Tourism Form	X	X				96
Mar 8	Council				X		74
Mar 11	IDP	X					74
Mar 14	AAMDC				X		198
Mar 15	AAMDC				X		
Mar 16	AAMDC				X	X	210
Mar 22	Council				X		74
Mar 23	Central AB. Mayors+Reeves	X					185
Mar 24	CREMA	X					74
Mar 31	Reg. Fire	X					74
	Convention Hotel						

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 Remuneration Calculation

<u>6</u>	Meetings @ \$159.00=	<u>954.00</u>	<u>1133</u>	Kms @ \$0.54=	<u>611.82</u>
<u>2</u>	Meetings @ \$126.00=	<u>252.00</u>	<u>1</u>	Lunch @ \$16.00=	<u>16.00</u>
<u>5</u>	Meetings @ \$288.00=	<u>1440.00</u>	Accomm. Receipt ON File		<u>555.11</u>
	Supervision=	<u>850.00</u>			<u>1182.93</u>
		<u>\$3496.00</u>			

Clearwater County Councilor and Board Member Remuneration Statement For the Year of ...2016...

Name of Councilor / Board Member ...Jim Duncan.....

Payment Periods

January February May June
March April July August
September October November December

Supervision Rate – \$550.00 Monthly
Reeve Supervision Rate - \$850.00 Monthly

Date	Type of Meeting Attended	First 4 Hours \$159.00	Next 4 Hours \$126.00	Next 4 Hours \$126.00	Regular Council Meeting \$288.00	Lunch \$16.00	Mileage @ \$0.54 / km
April 1	CAO Workshop	X	X				40 ✓
April 5	Clearwater Trails site meeting	X					145 ✓
April 6	Rec Board	X					40 ✓
April 7	Canada 150 and Rec Center Grand Opening planning	X					48 ✓
April 8	NSWA Headwaters Conf. call	X					0
April 12	Regular Council				X		40 ✓
April 13	FCSS	X					40 ✓
April 14	MPC	X					40 ✓
April 18	A+P	X	X				40 ✓
April 22	ASB	X	X				40 ✓
April 25	Broadband Discussions	X	X				40 ✓
April 26	Regular Council				X		40 ✓
April 28	NSWA Spring Forum	X	X	X			495

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Remuneration Calculation

<u>11</u>	Meetings @ \$159.00=	<u>1749.00</u>	<u>1048</u>	Kms @ \$0.54=	<u>565.92</u>
<u>6</u>	Meetings @ \$126.00=	<u>756.00</u>	<u> </u>	Lunch @ \$16.00=	<u> </u>
<u>2</u>	Meetings @ \$288.00=	<u>576.00</u>			
	Supervision=	<u>550.00</u>			
	TOTAL=	<u>3631.00</u>		TOTAL=	<u>565.92</u>

Signature {Councilor / Board Member} Jim Duncan

Clearwater County

Councilor and Board Member Remuneration Statement

For the Year of ...2016.....

Name of Councilor / Board Member ...John Vandermeer.....

Payment Periods

- January
- February
- May
- June
- March
- April
- July
- August
- September
- October
- November
- December

**Supervision Rate – \$550.00 Monthly
Reeve Supervision Rate - \$850.00 Monthly**

Date	Type of Meeting Attended	First 4 Hours \$159.00	Next 4 Hours \$126.00	Next 4 Hours \$126.00	Regular Council Meeting \$288.00	Lunch \$16.00	Mileage @ \$0.54 / km
Jan-Apr	Supervision Rates						

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Remuneration Calculation

_____ Meetings @ \$159.00=	_____	_____ Kms @ \$0.54=	_____
_____ Meetings @ \$126.00=	_____	_____ Lunch @ \$16.00=	_____
_____ Meetings @ \$288.00=	_____		_____
Supervision=	4 X \$550		_____
TOTAL=	\$2,200.00	TOTAL=	_____

Signature {Councilor / Board Member}