



# Clearwater County

## Regular Council Meeting - 10 Dec 2019

### Agenda

9:00 AM - Tuesday, December 10, 2019

Council Chambers, 4340 – 47 Avenue, Rocky Mountain House, AB

**Our Vision:** Community, prosperity and natural beauty - connected.

**Our Mission:** Through proactive municipal leadership, we will invest innovatively to generate and support economic and population growth, to position Clearwater County for a sustainable, prosperous future.

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1. CALL TO ORDER	
2. ADOPTION OF AGENDA	
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3.1. 11.26.2019 DRAFT Regular Meeting Minutes	
4. DELEGATION/PRESENTATION	
4.1. <a href="#">9:00 am Sundre Forest Products West Fraser – Tom Daniels, Forestry Superintendent, Bruce Alexander, General Manager - Pdf</a>	3
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10. CLOSED SESSION\*

\* 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

10.1. Land - Third Party Interest; FOIP s.16 - Disclosure Harmful to Business Interests of a Third Party

10.2. 12:45 pm Delegation - Light Link Technologies Inc. - Third Party Interest; FOIP s.16 - Disclosure Harmful to Business interests of a Third Party

10.3. 1:30 pm Delegation - Curtis Herzberg, CAO, Red Deer County - Advice From Officials; FOIP s.24

10.4. Connect to InnovateFunding Update - Third Party Interest; FOIP s.16 - Disclosure Harmful to Business Interests of a Third Party

10.5. 2019 Intermunicipal Mediation Verbal Report; FOIP s.27 - Disclosure Harmful to Intergovernmental Relations

11. ADJOURNMENT



## Agenda Item Report

### Regular Council Meeting

<b>AIR Type:</b>	Delegation
<b>SUBJECT:</b>	9:00 am Sundre Forest Products West Fraser – Tom Daniels, Forestry Superintendent, Bruce Alexander, General Manager
<b>PRESENTATION DATE:</b>	Tuesday, December 10, 2019
<b>DEPARTMENT:</b> <b>WRITTEN BY:</b> <b>REVIEWED BY:</b>	Tracy Haight, Executive Assistant Rick Emmons, CAO
<b>BUDGET CONSIDERATIONS:</b>	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept <input type="checkbox"/> Reallocation
<b>LEGISLATIVE DIRECTION:</b>	<input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation <input type="checkbox"/> County Bylaw or Policy
<b>COMMUNITY BUILDING PILLAR (check all that apply):</b>	
<input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Governance Leadership <input type="checkbox"/> Fiscal Responsibilities <input checked="" type="checkbox"/> Environmental Stewardship <input type="checkbox"/> Community Social Growth	
<b>ATTACHMENTS:</b>	None

#### STAFF RECOMMENDATION:

That Council receives the Sundre Forest Products|West Fraser Delegate's presentation for information.

#### BACKGROUND:

Tom Daniels, Forestry Superintendent, Sundre Forest Products|West Fraser, will provide an update on the state of the forest industry and give an overview of West Fraser's operations within Clearwater County.



## Agenda Item Report

### Regular Council Meeting

<b>AIR Type:</b>	Delegation
<b>SUBJECT:</b>	10:00 am TC Energy - Josh Pentland, Preston Seier, Public Affairs and Jonilei Cardona, Project Manager
<b>PRESENTATION DATE:</b>	Tuesday, December 10, 2019
<b>DEPARTMENT:</b> <b>WRITTEN BY:</b> <b>REVIEWED BY:</b>	Tracy Haight, Executive Assistant Rick Emmons, CAO
<b>BUDGET CONSIDERATIONS:</b>	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept <input type="checkbox"/> Reallocation
<b>LEGISLATIVE DIRECTION:</b>	<input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation <input type="checkbox"/> County Bylaw or Policy
<b>COMMUNITY BUILDING PILLAR (check all that apply):</b>	
<input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Governance Leadership <input type="checkbox"/> Fiscal Responsibilities <input checked="" type="checkbox"/> Environmental Stewardship <input type="checkbox"/> Community Social Growth	
<b>ATTACHMENTS:</b>	None

#### STAFF RECOMMENDATION:

That Council receives TC Energy Delegates' presentation for information.

#### BACKGROUND:

TC Energy representatives will provide an overview of the proposed 2021 NOVA Gas Transmission Ltd. (NGTL) System Expansion Project.



## Agenda Item Report

### Regular Council Meeting

<b>AIR Type:</b>	Request for Decision
<b>SUBJECT:</b>	Consideration of Second and Third Readings - Bylaw 1070/19 - Application No. 06/19 to amend the Land Use Bylaw
<b>PRESENTATION DATE:</b>	Tuesday, December 10, 2019
<b>DEPARTMENT:</b>	Planning & Development
<b>WRITTEN BY:</b>	Jose Reyes, Senior Planner
<b>REVIEWED BY:</b>	Keith McCrae, Director Planning, Rick Emmons, CAO
<b>BUDGET CONSIDERATIONS:</b>	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Funded by Dept <input type="checkbox"/> Reallocation
<b>LEGISLATIVE DIRECTION:</b>	<input type="checkbox"/> None <input type="checkbox"/> Provincial Legislation <input checked="" type="checkbox"/> County Bylaw or Policy (Municipal Development Plan (2010), Nordegg Development Plan (2000) and Clearwater County Land Use Bylaw No. 714/01 )
<b>COMMUNITY BUILDING PILLAR (check all that apply):</b>	
<input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Governance Leadership <input checked="" type="checkbox"/> Fiscal Responsibilities <input checked="" type="checkbox"/> Environmental Stewardship <input checked="" type="checkbox"/> Community Social Growth	
<b>ATTACHMENTS:</b>	
<a href="#">Application to Amend Land Use Bylaw, Bylaw 1070/19 with Schedules "A" and "B", Site Photos, Subdivision Plan and Aerial Photos.</a>	

#### STAFF RECOMMENDATION:

That Council grant 2nd and 3rd readings to Bylaw 1070/19.

#### BACKGROUND:

Council reviewed and gave first reading to Bylaw 1070/19 at their regular meeting held on July 23rd, 2019. A public hearing took place on September 10th, 2019. Following the public hearing, second and third readings were tabled pending the hosting of an open house to gather any further input from the public. This open house was held on November 29, 2019 at the Nordegg Community Centre.

The purpose of Bylaw 1070/19 is two-fold: a) to add a new District to the County's land use bylaw No. 714/01, being the Nordegg Manufactured Home District "NMH"; and b) to redesignate +/- 7.83 acres from the Agriculture District "A" to the Nordegg Manufactured Home District "NMH" within Ptn. NW 27-40-15-W5M.

The applicant is Rick Emmons, Chief Administrative Officer, on behalf of Clearwater County. The land to be rezoned and subdivided is located in the south east portion of the Hamlet of Nordegg along Quarry Road.

The bylaw's intention is to allow the creation of 30 fully serviced residential parcels ranging in size from 334 sq. m. (3706 sq. ft.) to 651 sq. m. (7007 sq. ft.) that would eventually accommodate single-wide and double-wide manufactured homes as well as ancillary buildings. The County will install a perimeter fencing to provide partial screening from Quarry Road and to prevent direct access from parcels onto County property. A multi-purpose pathway will connect the subdivision to the multi-use trail located as few hundred metres to the south.

The proposed new district is similar to existing manufactured home subdivisions from around the province. It has been tailored, however, to the Nordegg environment. It allows for a range of land uses including manufactured homes (new/relocated), new park-model homes, playgrounds, ancillary buildings, daycare facilities and social care facilities. It also allows attached carports on lots as long as they meet minimum setbacks. Architectural controls for this new district are consistent with those of the entire hamlet.

Legal and physical access to the area is by way of Quarry Road. Surrounding land uses are Agriculture (A). No pipelines or gas wells are located in the area. A 160 sq. m. Municipal Reserve (MR) parcel is being provided for recreational purposes and a green buffer is located along Quarry Road to mitigate noise and visual impacts. A Public Utility Lot (PUL) is also being provided around the area in order to protect a drainage swale. Council should note that a Phase II consisting of 12 additional parcels will be processed in the near future.

Therefore, this application is to adopt the Nordegg Manufactured Home District "NMH" and to rezone the subject land to the new district as shown on Schedules "A" and "B" of the Bylaw.

**PLANNING DIRECTION:**

The application is subject to the provisions of the Municipal Development Plan (2010), the Nordegg Development Plan (2000) and the Clearwater County Land Use Bylaw No. 714/01.

**Clearwater County's Municipal Development Plan (2010)**

3.2 Guiding Principles

6. Promote Hamlet Growth

Enhance existing hamlets as community focal points by encouraging and providing opportunities for locally appropriate residential and economic expansion.

Section 7.2.1 states:

Clearwater County encourages site and development improvements within hamlets to enhance the amenity and liveability of hamlets. To promote this Clearwater County may review and improve development standards within hamlets.

Section 7.2.2 states:

Clearwater County encourages infill and redevelopment within hamlets for uses that strengthen the social and economic fabric of the hamlet as a community centre for the surrounding areas.

Section 7.2.3 states:

Development in and around hamlets should continue to promote the compact nature of hamlets, including by utilizing appropriately sized small lots.

Section 7.2.4 states:

Condor, Leslieville, and Nordegg are considered by Clearwater County as Growth Hamlets capable of accommodating development within their existing boundaries, as well as residential development and other compatible development on their peripheries.

Section 7.2.7 states:

Development in hamlets requiring water and/or wastewater services shall be serviced by communal water and wastewater where these services are available. Where these services are not available, the County may require that either or both services be extended or provided to serve the development.

Section 7.2.8 states:

Clearwater County may invest in infrastructure within a Growth Hamlet in order to encourage and facilitate hamlet growth and development.

Section 7.2.9 states:

Clearwater County will continue to promote tourism oriented development that enhances Nordegg as a year-round destination point.

## Section 12 Putting the Plan into Effect

Goals:

12.1.1 To apply the policies of the Municipal Development Plan (2010) in the processes to approve the subdivision, development and use of land.

Section 12.2.4 states:

Clearwater County will consider, where applicable, the following when evaluating an application to redesignate, subdivide or develop land:

- (a) impact on adjoining and nearby land uses;
- (b) impact on natural capital, including agricultural land;
- (c) impact on the environment;
- (d) scale and density;
- (e) site suitability and capacity;
- (f) road requirements and traffic impacts, including access and egress considerations, including Subdivision and Development Regulations related to land in the vicinity of a highway;
- (g) utility requirements and impacts;
- (h) open space needs;
- (i) availability of protective and emergency services;
- (j) FireSmart provisions;
- (k) impacts on school and health care systems;
- (l) measures to mitigate effects;
- (m) County responsibilities that may result from the development or subdivision; and
- (n) any other matters the County considers relevant.

## **Nordegg Development Plan (2000)**

Sec 3.2 Plan Goals states:

To provide a range of housing choices

Sec 3.5.4 Residential and Mixed Land Use states:

MH – Mobile Home Residence

Intended to accommodate the relocation of existing mobile home units through the development of a new mobile home subdivision at a maximum density of 18 lots per gross hectare.

Section 5.10.2 states:

The existing mobile homes are not in keeping with the vision for the main access to the historic Town Centre. They will be relocated over a period of time as directed by Council. Timely relocation will help promote the area for tourism and attract development.

Section 5.16.17 states:

Trail links will be provided to connect the major nodes. Consideration will be given to linking the nodes via dedicated paths and trails or via roadways.

Land Use Concept Map - South Nordegg

This map identifies the subject lands as future Light Industrial. Due to environmental constraints, this potential land use changed to a manufactured home subdivision. As a result, this change should be taken into account when an update is made to the development plan.

## **Clearwater County's Land Use Bylaw 714/01**

Section 1.3(2) states:

No development shall be carried out within the Municipality except in accordance with this Bylaw.

### **REFERRALS/CIRCULATION:**

As requested by Council, an Open House was held on November 29, 2019 to gather any further input from the public.

Bylaw 1070/19 was referred to the Municipal Planning Commission who recommended that Council favorably consider granting second and third reading.

The bylaw was also circulated to all parties in accordance with the *MGA*. Responses indicating no concerns or standard comments regarding the proposal were received from TELUS Communications, Alberta Transportation and the County's Public Works Department.

The Nordegg Community Association expressed concerns regarding the potential relocation of the existing manufactured homes, traffic on Quarry Road, lots sizes and storage. No comments from adjacent property owners had been received at the time of agenda preparation.

### **RECOMMENDATION:**



That Council grant second and third readings to Bylaw 1070/19.



# CLEARWATER COUNTY

## Application for Amendment to the Land Use Bylaw

Application No. 06/19

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

APPLICANT: CLEARWATER COUNTY

ADDRESS & PHONE: 4340-47 AVE, Box 550 RMH AB T4T 1A4 (403) 845-4444

REGISTERED OWNER: Clearwater County

ADDRESS & PHONE: Same as above

### AMENDMENT REQUESTED:

1. CHANGE OF LAND USE DISTRICT FROM: A TO: NMH

LEGAL DESCRIPTION OF PROPERTY: NW 1/4 Sec. 27 Twp. 40 Rge. 15 W5M

OR: LOT: \_\_\_\_\_ BLOCK \_\_\_\_\_ REGISTERED PLAN NO.: \_\_\_\_\_

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

SIZE OF AREA TO BE REDESIGNATED: 7.83 ac (Hectares / Acres)

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

N/A

3. REASONS IN SUPPORT OF APPLICATION FOR AMENDMENT:

N/A

DATE: July 16/19, 20 19 APPLICANT'S 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 OF DEVELOPMENT OFFICER  
IF APPLICATION COMPLETE

IMPORTANT NOTES ON REVERSE SIDE

**BYLAW NO. 1070/19**

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, Revised Statutes of Alberta, 2000, Chapter M-26 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 as follows:

- i) That the Nordegg Manufactured Home District (NMH) as described in Schedule "A" be added to the Land Use Bylaw No. 714/01. The numbering sequence for the district will be determined as appropriate.***
- ii) That +/- 7.83 acres of Pt. NW 27-40-15 W5M as outlined in red on the attached Schedule "B" be redesignated from the Agriculture District "A" to the Nordegg Manufactured Home District (NMH).***

READ A FIRST TIME this \_\_\_\_ day of \_\_\_\_\_ A.D., 2019.

\_\_\_\_\_  
REEVE

\_\_\_\_\_  
MUNICIPAL MANAGER

PUBLIC HEARING held this \_\_\_\_ day of \_\_\_\_\_ A.D., 2019.

READ A SECOND TIME this \_\_\_\_ day of \_\_\_\_\_ A.D., 2019.

READ A THIRD AND FINAL TIME this \_\_\_\_ day of \_\_\_\_\_ A.D., 2019.

\_\_\_\_\_  
REEVE

\_\_\_\_\_  
MUNICIPAL MANAGER

**13.# (##) NORDEGG MANUFACTURED HOME RESIDENTIAL DISTRICT**  
**"NMH"**

THE GENERAL PURPOSE OF THIS DISTRICT IS TO PERMIT AND CONTROL MANUFACTURED HOMES ON SUBDIVIDED LOTS IN THE SOUTHERN PORTION OF THE NORDEGG TOWNSITE.

A. PERMITTED USES

1. New manufactured home
2. Playground
3. Public utility building

B. DISCRETIONARY USES

1. Ancillary buildings
2. Daycare facility
3. Home occupation
4. New park-model home
5. Relocated manufactured home
6. Social care facility

C. MAXIMUM ALLOWABLE DENSITY

17 manufactured homes per hectare (7 per acre). No person shall locate more than one manufactured home on a parcel.

D. MINIMUM PARCEL SIZE

1. Lots designated for singlewide manufactured homes/park-model homes shall have a minimum area of 340 square metres (3,659 sq. ft.) and a minimum mean width of 11 metres (36 feet).
2. Lots designated for doublewide manufactured homes/park-model homes shall have a minimum area of 450 square metres (4,843 sq. ft.) and a minimum mean width of 13 metres (43 feet).

E. YARD REQUIREMENTS

- (a) Front Yards:
  - (i) 6 metres (20 feet).
- (b) Side Yards:

No building or structure other than a fence shall be less than:

  - (i) 1.5 metres (5 feet) from an exterior property line and;
  - (ii) 0.6 metres (2 feet) from an interior property line.
- (c) Rear Yards: 3 metres (10 feet).

F. SITE COVERAGE

1. The manufactured home plus any attached and ancillary buildings on a manufactured home lot shall not cover more than 50% of the lot.
2. Each manufactured home must have a private amenity space located outdoors (i.e. deck). This space must not be used for other purposes.

G. STORAGE

1. It is intended that all storage of goods and equipment be contained indoors, however limited outside storage may be approved by the Development Officer if properly screened so as not to interfere with adjoining uses or detract significantly from the natural features of the site and the surrounding area.

H. OFF-STREET PARKING

1. Two parking stalls shall be provided for each manufactured home lot.
2. No vehicle over 4500 kilograms (10,000 lbs.) may be parked on a manufactured home lot or street for longer than is reasonably required to load or unload goods.
3. No vehicle greater than 6 metres (20 feet) long may be parked on a manufactured home lot or street for longer than is reasonably required to load or unload goods, except as provided in Section 6.13.
4. One holiday trailer/recreation vehicle may be parked on a manufactured home lot for not longer than 21 consecutive days or for a total of 30 days in any year.
5. Attached Carports may be allowed on lots as long as they meet minimum setbacks.

J. UTILITIES

1. All utility lines shall be placed underground unless otherwise stipulated in a development agreement.
2. All homes shall be fully serviced with approved common water distribution and sewerage gathering systems.

K. DESIGN, CHARACTER AND APPEARANCE

1. All permanent buildings placed on the subdivision shall have the exterior completed using acceptable building materials approved by and to the satisfaction of the Development Officer. When evaluating development permit applications, the following must be considered:
  - (a) The exterior of relocated manufactured homes shall be upgraded as needed and prior to placement to the satisfaction of the Development Officer.

**Schedule "A"**  
**Bylaw 1070/19**

- (c) For the purposes of this district, a park model means a transportable dwelling unit primarily designed for long-term or permanent placement. When set up, park models shall be connected to the utilities necessary to operate home style fixtures and appliances.
2. The architecture, construction materials and appearance of buildings and other structures shall be to accepted standards and shall complement the natural features and character of the site and Nordegg's surroundings to the satisfaction of the Development Officer. The Design Guidelines included in the Nordegg Development Plan shall be adhered to in this District.
  3. All buildings shall be located, designed, and constructed in a manner to minimize the possibility of ignition from a wildfire and to minimize the spread of a structural fire to the wildland. All new development shall be required to utilize fire retardant roofing and exterior wall materials such as, but not limited to, tile, metal, or asphalt shingles (for roofs) and stucco, rock, brick or aluminum siding (for exterior walls.) Wooden shakes and shingles shall be prohibited for use as roofing material on any structure within this district.
  5. Ancillary structures, additions and skirting shall be designed to complement the principal dwelling.
  6. The undercarriage of each home shall be screened from view by skirting to the satisfaction of the Development Officer and to a standard consistent throughout the subdivision.
  7. A uniform fence shall be placed along any external road abutting the mobile home subdivision. Landscaping features may be considered to enhance the screening.
  8. Individual lots must be fenced to the satisfaction of the Development Officer in accordance with Section 6.16 of this bylaw. No access/egress from rear and side yard fences will be permitted.
  9. No person shall keep in their yards:
    - (i) any unlicensed, dismantled, wrecked or dilapidated vehicle, unless it is suitably housed or screened from view to the satisfaction of the Development Officer;
    - (ii) any object or chattel which, in the opinion of the Development Officer, is unsightly or tends to adversely affect the amenities of the area;
    - (iii) building materials or supplies other than what the Development Officer considers is necessary for the completion of construction work on the site;
    - (iv) sea containers (sea-can).
  9. All homes must be placed on a proper foundation in accordance with Alberta Building Code regulations.
  10. The manufactured home subdivision shall be designed to accommodate dwelling units of different sizes, including expandable and double wide

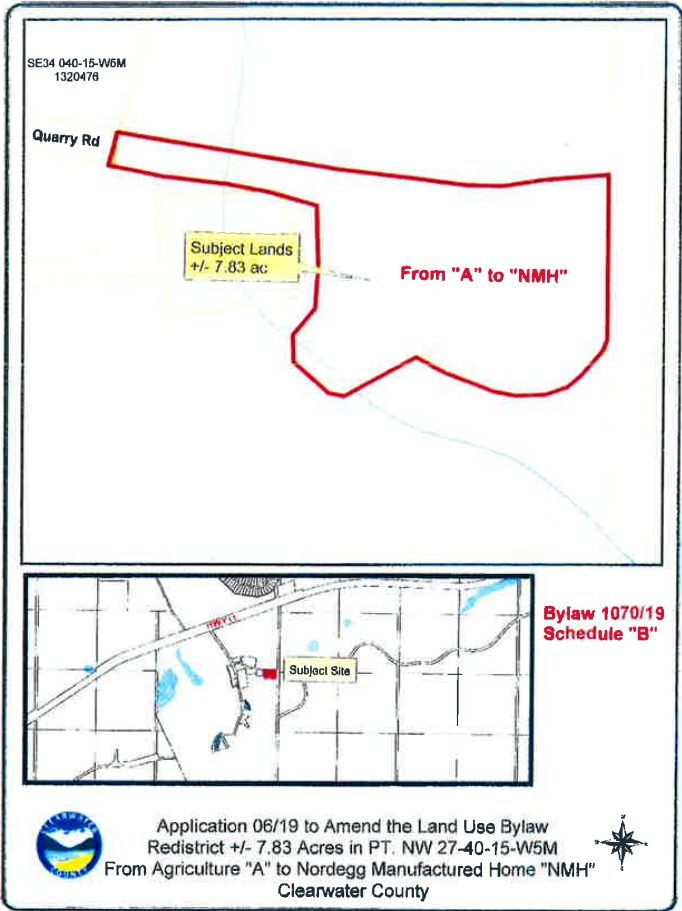
**Schedule "A"**  
**Bylaw 1070/19**

units, with variety in the street design and the placement of individual units to avoid monotony.

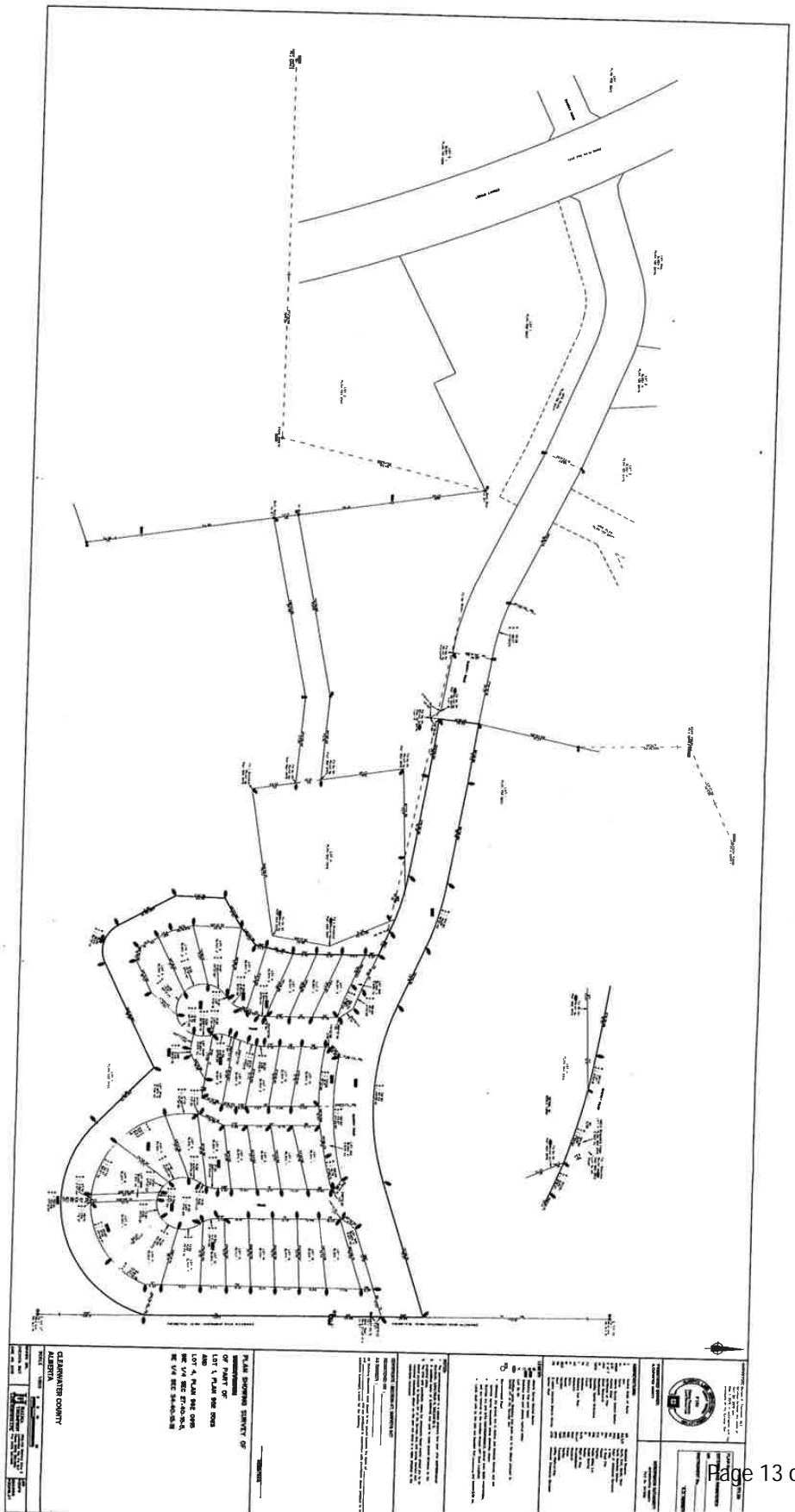
11. All garbage/refuse and recycling shall be properly stored in closed weatherproof and bear resistant containers in a sanitary manner so as not to cause any odor or nuisance.
12. Composting is not permitted.
13. Other regulations, guidelines, or development controls may be established by the Municipality for any new development within this District.

L. LANDSCAPING

1. All areas of a manufactured home subdivision not developed as lots, roads, walkways, driveways, parking aprons or other buildings shall be landscaped and vegetated as required by the Development Officer.
2. Each application for development of a manufactured home subdivision shall be accompanied by a landscaping and development plan at a scale of not less than 1:1000 acceptable to the Development Officer.





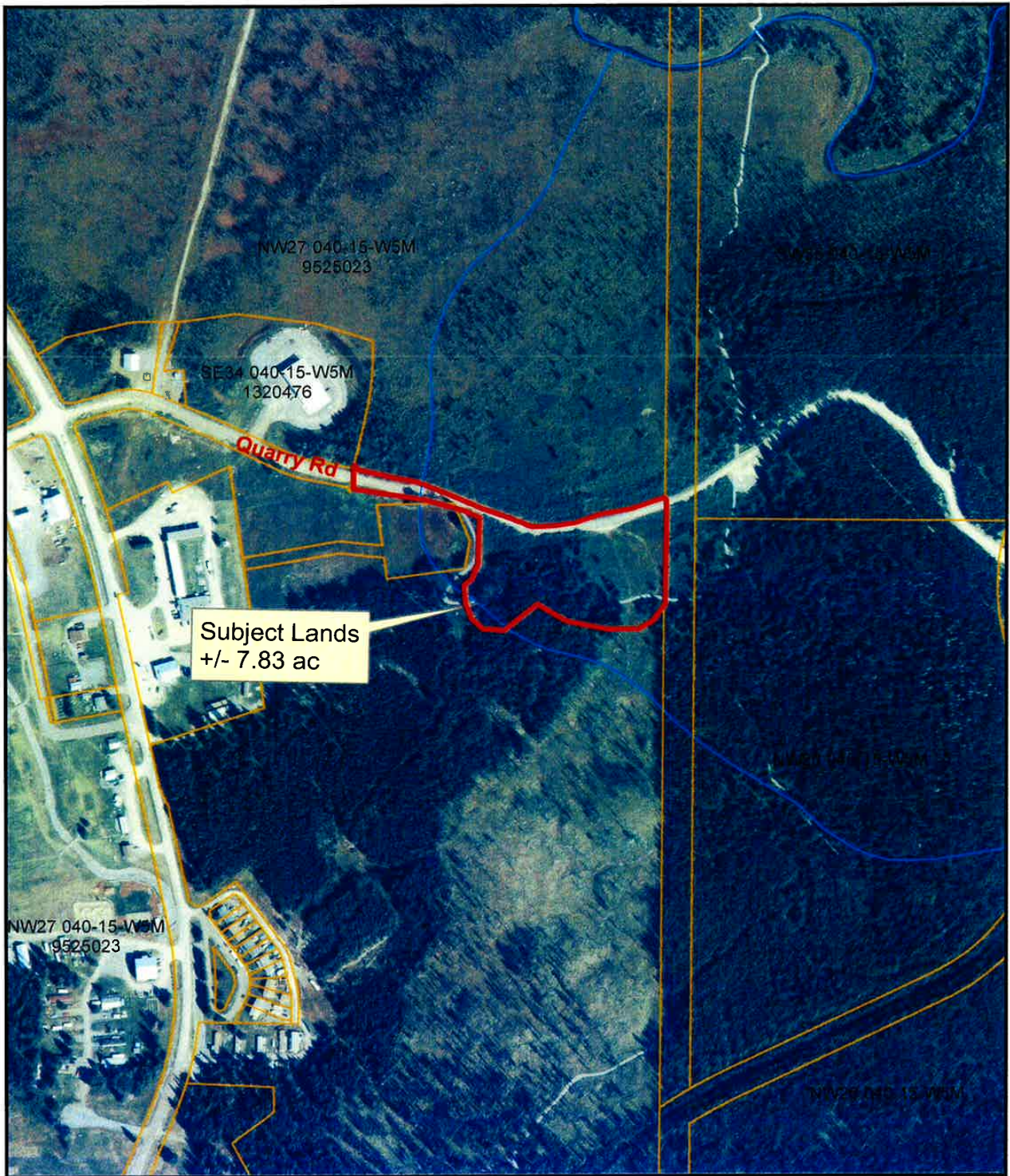


Site inspection photos taken of the subject site.









Application 06/19 to Amend the Land Use Bylaw  
 Redistrict +/- 7.83 Acres in PT. NW 27-40-15-W5M  
 From Agriculture "A" to Nordegg Manufactured Home "NMH"  
 Clearwater County







Application 06/19 to Amend the Land Use Bylaw  
 Redistrict +/- 7.83 Acres in PT. NW 27-40-15-W5M  
 From Agriculture "A" to Nordegg Manufactured Home "NMH"  
 Clearwater County





## Agenda Item Report

### Regular Council Meeting

<b>AIR Type:</b>	Request for Decision
<b>SUBJECT:</b>	Consideration of Second and Third Readings - Bylaw 1082/19 - Small Business Sub-Class
<b>PRESENTATION DATE:</b>	Tuesday, December 10, 2019
<b>DEPARTMENT:</b>	Corporate Services
<b>WRITTEN BY:</b>	Robert Kotchon, Assessment Manager
<b>REVIEWED BY:</b>	Murray Hagan, Director Corporate Services; Rick Emmons, CAO
<b>BUDGET CONSIDERATIONS:</b>	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept <input type="checkbox"/> Reallocation
<b>LEGISLATIVE DIRECTION:</b>	<input type="checkbox"/> None <input checked="" type="checkbox"/> Provincial Legislation (MGA 297 (1) and Alberta Regulation 202/2017) <input checked="" type="checkbox"/> County Bylaw or Policy
<b>COMMUNITY BUILDING PILLAR (check all that apply):</b>	
<input checked="" type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Governance Leadership <input checked="" type="checkbox"/> Fiscal Responsibilities <input type="checkbox"/> Environmental Stewardship <input type="checkbox"/> Community Social Growth	
<b>ATTACHMENTS:</b>	
<a href="#">DRAFT BYLAW 1082 19 SMALL BUSINESS SUB CLASS 11.26.2019</a>	

#### STAFF RECOMMENDATION:

That Council considers granting second and third readings of Bylaw 1082/19 Small Business Sub-Class.

#### BACKGROUND:

Council granted first reading of Bylaw 1082/19 at Council's November 26, 2019 meeting. This bylaw creates a second non-residential assessment sub-class that can receive a reduced tax rate from other non-residential property. This will enable Council to assist small businesses when determining property tax rates in 2020.

**BYLAW NO. 1082/19**

**BEING A BYLAW OF CLEARWATER COUNTY, IN THE PROVINCE OF ALBERTA, FOR THE PURPOSE OF AUTHORIZING SMALL BUSINESS PROPERTY ASSESSMENT SUB-CLASS**

WHEREAS pursuant to the Municipal Government Act, R.S.A. 2000 Chapter M-26, Council may by bylaw divide class 2 non-residential property into the sub-classes prescribed by the regulations, and if the council does so, the assessor must assign one or more of the prescribed sub-classes to a property in class 2.

AND WHEREAS pursuant to Alberta Regulation 202/17 'The Matters Relating to Assessment Sub-Classes Regulation', Council may pass a bylaw to establish a Small Business Property Sub-Class

NOW THEREFORE the Council of the Clearwater County, Province of Alberta, duly assembled, enacts as follows:

1. This Bylaw may be cited as the Non-Residential Sub-Classes Bylaw.
2. The purpose of this bylaw is to authorize the assessment sub-classes for non-residential property.
3. In this bylaw:  
'Small Business Property' means Small Business property, other than designated industrial property, that is owned or leased by a business that has fewer than 50 full-time employees across Canada.
4. For the purpose of 2019 and all future Assessment Rolls, all Non-residential assessment property within Clearwater County is hereby divided into the following sub-classes:
  - a) Small Business Property
  - b) Other Non-Residential Property
5. Each Small Business Property Owner must voluntarily register, and the small business must be in compliance with the Clearwater County Land Use Bylaw.

This bylaw shall come into force and effect on the final passing and signature thereof.

READ A FIRST TIME this \_\_\_\_\_ day of November, 2019  
\_\_\_\_\_

READ A SECONDTIME this \_\_\_\_\_ day of December, 2019

READ A THIRD AND FINAL TIME, \_\_\_\_\_ day of December, 2019  
\_\_\_\_\_





## Agenda Item Report

### Regular Council Meeting

<b>AIR Type:</b>	Request for Decision
<b>SUBJECT:</b>	Rocky Mountain Regional Solid Waste Authority (RMRSWA) Budget 2020
<b>PRESENTATION DATE:</b>	Tuesday, December 10, 2019
<b>DEPARTMENT:</b>	Public Works Operations
<b>WRITTEN BY:</b>	Kurt Magnus, Director Public Works Operations
<b>REVIEWED BY:</b>	Rick Emmons, CAO
<b>BUDGET CONSIDERATIONS:</b>	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Funded by Dept <input type="checkbox"/> Reallocation
<b>LEGISLATIVE DIRECTION:</b>	<input type="checkbox"/> None <input checked="" type="checkbox"/> Provincial Legislation (Municipal Government Act) <input type="checkbox"/> County Bylaw or Policy
<b>COMMUNITY BUILDING PILLAR (check all that apply):</b>	
<input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Governance Leadership <input checked="" type="checkbox"/> Fiscal Responsibilities <input checked="" type="checkbox"/> Environmental Stewardship <input type="checkbox"/> Community Social Growth	
<b>ATTACHMENTS:</b>	None

#### STAFF RECOMMENDATION:

That Council approve the Rocky Mountain Regional Solid Waste Authority (RMRSWA) 2020 Operational Budget as amended to reflect increased Regional Landfill tipping fees for external haulers, and, the 2020 Capital Budget as amended to only include the 2020 Landfill Cell 2 Development.

#### BACKGROUND:

As per and further to the RMRSWA Board meeting, that was held on the evening of November 21st, 2019, it was agreed upon by all members of the board and therefore moved by Vice Chair, Mr. Jim Duncan that,

**“...the Rocky Mountain Regional Solid Waste Authority (RMRSWA) Board recommend, to the respective councils of Caroline, Rocky Mountain House and Clearwater County, to adopt the 2020 Operational Budget as amended to reflect increased Regional Landfill tipping fees for external haulers, and, the 2020 Capital Budget as amended to only include the 2020 Landfill Cell 2 Development.”**

The motion was **carried**.

The RMRSWA total operating deficit, in 2020, increased by \$19,719.00, from 2019, due to a decrease in revenues in the recycling, collection and landfill business departments.

As such, the total Municipal Requisition, for 2020, is \$2,996,858.

Hence, Clearwater County's share of the requisition is **\$1,900,668**.

Development of Landfill Cell 2 will proceed in 2020 and will be funded through the utilization of reserves and the "New Building Canada – Small Communities Fund" grant.



## Agenda Item Report

### Regular Council Meeting

<b>AIR Type:</b>	Request for Decision
<b>SUBJECT:</b>	Town of Rocky Mountain House Lagoon Summary Report, December 2019.
<b>PRESENTATION DATE:</b>	Tuesday, December 10, 2019
<b>DEPARTMENT:</b> <b>WRITTEN BY:</b> <b>REVIEWED BY:</b>	Public Works Operations Kurt Magnus, Director Public Works Operations Rick Emmons, CAO
<b>BUDGET CONSIDERATIONS:</b>	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept <input type="checkbox"/> Reallocation
<b>LEGISLATIVE DIRECTION:</b>	<input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation <input type="checkbox"/> County Bylaw or Policy
<b>COMMUNITY BUILDING PILLAR (check all that apply):</b>	
<input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Governance Leadership <input type="checkbox"/> Fiscal Responsibilities <input checked="" type="checkbox"/> Environmental Stewardship <input type="checkbox"/> Community Social Growth	
<b>ATTACHMENTS:</b>	
<a href="#">Town of Rocky Mountain House Quarterly Lagoon Report - December 2019</a>	

#### STAFF RECOMMENDATION:

That Council receives the *Town of Rocky Mountain House Lagoon Summary Report, December 2019*, for information as presented.

#### BACKGROUND:

As part of the Wastewater Lagoon Agreement between the Town of Rocky Mountain House and Clearwater County, both parties agreed, as per Section 11 of the agreement, specifically 11.1, that;

***"The Town will provide to the County a summary report of the Lagoon operations, compliance, usage, and capacity on a quarterly basis in the months of March, June, September, and December."***

As such, please find attached, for Council's review, the Town of Rocky Mountain House Lagoon Summary Report for December 2019.



## ***TOWN OF ROCKY MOUNTAIN HOUSE***

### **Lagoon Summary Report**

December 2019 Report

The Town respectfully submits this lagoon summary report in accordance to the agreement dated October 15<sup>th</sup>, 2013.

#### **Section 11 – Reporting**

**Article 11.1** *The Town will provide to the County a summary report of the Lagoon operations, compliance, usage and capacity on a quarterly basis in the months of March, June, September, and December.*

#### Operations.

Lagoon operations are normal and the Town continues to introduce air via submersed diffusers throughout the cells from large volume low pressure aeration blowers. Annual inspection and cleaning of diffusers was completed in the end of July 2019.

#### Compliance

The lagoon is operating in compliance with the Alberta Environment Approval. The Town is working with Environment Canada to meet the higher effluent expectations under the Federal Wastewater Systems Effluent Regulation to ensure the Town meets or exceeds the highest environmental practices.

#### Usage

The volumes in the reporting period are:

<u>Influent flows</u>	<u>Septage Receiving Station</u>
Sept. 90046 m/3	Sept. 1743.22 m/3
Oct. 90868 m/3	Oct. 1011.66 m/3
Nov. 85063 m/3	Nov. 754.65 m/3

## Capacity

The lagoon is a continuous discharge system with aerators and diffusers currently providing sufficient oxygen and mixing power to treat the influents from the Town Clearwater County now and the foreseeable future. The Town has submitted the Wastewater Upgrade Options report dated April 23, 2018 to the County.

<b>Item</b>	<b>Description</b>	<b>Amount</b>
1	Additional Sampling and Land Application Investigation for Cell #1	\$5,000.00
2	Desludging (Land Application)	\$950,000.00
3	Additional OPTAER fine bubble laterals	\$260,000.00
4	Blower Block Addition and Repair Kit	\$50,000.00
	<b>SUBTOTAL</b>	<b>\$1,265,000.00</b>
	<b>TOTAL CONTINGENCY (15%)</b>	<b>\$189,750.00</b>
	<b>TOTAL ENGINEERING</b>	<b>\$174,570.00</b>
	<b>GRAND TOTAL</b>	<b>\$1,629,400.00</b>

Desludging in cell #1 has been 80% completed and completion of the remainder of cell #1 and cell #2 has been postponed until spring 2020 due to cold temperatures. The Aeration Project has been completed with the addition of 8 laterals and 106 diffusers.

**Article 11.2** *“The Town, on an annual basis, will report to the County on the status of the Lagoon Reserve Fund.”*

The balance in the combined water & sewer restricted surplus account is \$2,377,496. Council has not yet designated a specific amount for the lagoon.

**Article 11.3** *“The Town will provide to the County any notice of non-compliance issued by Alberta Environment or any other regulatory body, as applicable, with 48 hours of receipt of the notice.”*

The Town has not received any notices of non-compliance.



## Agenda Item Report

### Regular Council Meeting

<b>AIR Type:</b>	Request for Decision
<b>SUBJECT:</b>	Taimi Road Granular Base Course, Asphalt Concrete Pavement and Other Work Tender Award
<b>PRESENTATION DATE:</b>	Tuesday, December 10, 2019
<b>DEPARTMENT:</b>	Public Works Infrastructure
<b>WRITTEN BY:</b>	Erik Hansen
<b>REVIEWED BY:</b>	Rick Emmons
<b>BUDGET CONSIDERATIONS:</b>	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Funded by Dept <input type="checkbox"/> Reallocation
<b>LEGISLATIVE DIRECTION:</b>	<input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation <input type="checkbox"/> County Bylaw or Policy
<b>COMMUNITY BUILDING PILLAR (check all that apply):</b>	
<input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Governance Leadership <input checked="" type="checkbox"/> Fiscal Responsibilities <input type="checkbox"/> Environmental Stewardship <input type="checkbox"/> Community Social Growth	
<b>ATTACHMENTS:</b>	None

#### STAFF RECOMMENDATION:

That Council reviews the information provided and approve awarding the Taimi Road Granular Base Course, Asphalt Concrete Pavement and Other Work project to Pidherney's Inc.

#### BACKGROUND:

Clearwater County recently tendered the Granular Base Course, Asphalt Concrete Pavement and Other Work for the Taimi Road from the junction of Hwy 12 south to Township Road 40-0 (6.43Km). A public tender opening was held for the work outlined above on November 21, 2019 @ 2:00 pm.

The low bidder that met the contractual obligations at the bid stage was **Pidherney's Inc.** with a bid of \$2,848,360.02. The total project cost is estimated to be \$612,327.98 under the engineers estimate of \$3,868,000.00.

The tender results were as follows:

<b>Contractor</b>	<b>Amount Bid</b>
Pidherney's Inc.	\$2,848,360.02
Border Paving Ltd.	\$3,120,243.00

Central City Asphalt Ltd.	\$3,145,217.20
Carmacks Enterprises Ltd.	\$3,384,309.00
E Construction Ltd.	\$3,495,316.93
TBL Construction Ltd.	\$3,533,814.80
Ledcor Highways Ltd.	\$3,659,007.75

The project estimate is as follows:

<b>Item</b>	<b>Estimate</b>	<b>Tendered Amount</b>
Amount (Less Site Occ.)	\$3,396,437.00	\$2,791,360.02
Contingency	\$ 169,822.00	\$ 139,568.00
Potential Site Occ. Bonus	\$ 6,000.00	\$ 9,000.00
Potential E.P.S. Bonus	\$ 40,731.00	\$ 40,744.00
Engineering	\$ 254,733.00	\$ 275,000.00
<b>Total</b>	<b>\$3,868,000.00</b>	<b>\$3,255,672.02</b>



## Agenda Item Report

### Regular Council Meeting

<b>AIR Type:</b>	Request for Decision
<b>SUBJECT:</b>	Bylaw 1079/19 - Summer Village of Burnstick Lake and Clearwater County Intermunicipal Collaboration Framework
<b>PRESENTATION DATE:</b>	Tuesday, December 10, 2019
<b>DEPARTMENT:</b> <b>WRITTEN BY:</b> <b>REVIEWED BY:</b>	Emergency & Legislative Services Christine Heggart, Director Rick Emmons, CAO
<b>BUDGET CONSIDERATIONS:</b>	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Funded by Dept <input type="checkbox"/> Reallocation
<b>LEGISLATIVE DIRECTION:</b>	<input type="checkbox"/> None <input checked="" type="checkbox"/> Provincial Legislation (MGA s. 708.28(4)(b)) <input type="checkbox"/> County Bylaw or Policy
<b>COMMUNITY BUILDING PILLAR (check all that apply):</b>	
<input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Governance Leadership <input type="checkbox"/> Fiscal Responsibilities <input type="checkbox"/> Environmental Stewardship <input type="checkbox"/> Community Social Growth	
<b>ATTACHMENTS:</b>	
<a href="#">SVBSL-Clearwater ICF</a> <a href="#">1079 -19 ICF SVBSL Clearwater Bylaw</a>	

#### STAFF RECOMMENDATION:

That Council provides second and third reading of Bylaw 1079/19 to adopt the Summer Village of Burnstick Lake and Clearwater County Intermunicipal Collaboration Framework.

#### BACKGROUND:

At their October 22, 2019 regular meeting, Clearwater County Council provided first reading of Bylaw 1079/19 to adopt the Summer Village of Burnstick Lake and Clearwater County Intermunicipal Collaboration Framework (ICF). Both the ICF bylaw and ICF itself are attached to this request for decision item.

At that meeting Council requested an amendment to section 16, table B to better reflect Fire Rescue Services. This section is highlighted in red font.

The Summer Village provided first reading of their matching ICF bylaw to adopt the ICF on October 26, 2019 and it is expected that they will provide second and third reading of the bylaw on December 7, 2019.



At their Council meeting, the Summer Village requested an amendment to section 16, table A to add a municipal service provision item Emergency Services - STARS Landing Site. This section is also highlighted in red font within the final ICF draft for ease.



**Summer Village of Burnstick Lake -  
Clearwater County  
INTERMUNICIPAL COLLABORATION  
FRAMEWORK**

**October 2019**

**Summer Village of Burnstick Lake -Clearwater  
Intermunicipal Collaboration Framework**

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## **Summer Village of Burnstick Lake -Clearwater Intermunicipal Collaboration Framework**

### **PREAMBLE**

WHEREAS the Summer Village of Burnstick Lake and Clearwater County share a common border in Township 35 in Ranges 11, west of the Fifth Meridian;

AND WHEREAS the Summer Village of Burnstick Lake and Clearwater County share common interests and are desirous of working together to provide services to their ratepayers, if there are reasonable and logical opportunities to do so;

AND WHEREAS the Summer Village of Burnstick Lake and Clearwater County are committed to working cooperatively to meet the challenges and capitalize on the opportunities that the future and their shared circumstances will bring; and

AND WHEREAS the Municipal Government Act, as amended from time to time, requires municipalities that have common boundaries to create an Intermunicipal Collaboration Framework with each other to:

- provide for the integrated and strategic planning, delivery and funding of intermunicipal services;
- steward scarce resources efficiently in providing local services; and
- ensure municipalities contribute funding to services that benefit their residents;

AND WHEREAS the Municipal Government Act specifies the content and requirements of an Intermunicipal Collaboration Framework; and

AND WHEREAS the Summer Village of Burnstick Lake and Clearwater County have negotiated and mutually prepared an Intermunicipal Collaboration Framework in accordance with the Municipal Government Act; and

AND WHEREAS this Intermunicipal Collaboration Framework is meant to be a master agreement from which a number of subsequent agreements flow;

NOW THEREFORE Council for the Summer Village of Burnstick Lake and Council for Clearwater County have adopted this document as the “Summer Village of Burnstick Lake -Clearwater County Intermunicipal Collaboration Framework.”

NOW THEREFORE, by mutual covenant of the Summer Village of Burnstick Lake and Clearwater County, it is agreed as follows:

## **PART A: ADMINISTRATIVE PROVISIONS**

### **1.0 Purpose of Framework**

- 1.1 The purpose of this Intermunicipal Collaboration Framework, or Framework, is to set out the broad parameters of how the Summer Village of Burnstick Lake and Clearwater County will:
- (a) Provide for the integrated and strategic planning, delivery and funding of intermunicipal services;
  - (b) Steward scarce resources efficiently in providing local services; and
  - (c) Ensure that the Summer Village and County contribute funding to services that benefit their residents.

### **2.0 Definitions used in Framework**

- 2.1 In this Framework, unless the context provides otherwise, the following words or phrases will have the following meanings:

“Act” means the Municipal Government Act, R.S.A. 2000 Chapter M-26, as amended from time to time;

“Calendar day” means any one of the seven days in a week;

“Chief Administrative Officer” or “CAO” means the Chief Administrative Officer of either the Summer Village of Burnstick Lake or Clearwater County as the case or context may require;

“Chief Elected Official” or “CEO” means the Mayor of the Summer Village of Burnstick Lake or the Reeve of Clearwater County as the case or context may require;

"Consensus" means "we can live with it; are comfortable with the result; and will own it when we take it to our Councils;"

“Framework” means the Intermunicipal Collaboration Framework between the M.D. and the County, as required under Part 17.2 of the Municipal Government Act, Chapter M-26, Revised Statutes of Alberta.

“Initiating party” means a party who gives notice of a dispute under this framework;

“Intermunicipal” means a service, agency, decision, plan or action undertaken or created by one or more municipalities on a cooperative basis;

“Intermunicipal Collaboration Committee” or “ICC” means the committee established under this Intermunicipal Collaboration Framework;

“Intermunicipal Collaboration Framework” or “Framework” means a document describing the sharing of services between one or more municipalities and prepared in accordance with the Act and Regulation;

“Mediation” means a process involving a neutral person as a mediator who assists the parties to a matter and any other person brought in with the agreement of the parties to reach their own mutually acceptable settlement of the matter by structuring negotiations, facilitating communication and identifying the issues and interests of the parties;

“Mediator” means the person or persons appointed to facilitate by mediation the resolution of a dispute between the parties;

“Party” means a municipality that creates a framework with one or more other municipalities;

“Regulation” means the Intermunicipal Collaboration Framework Regulation (AR 191/2017) as amended from time to time;

“Representative” means a person selected by a party who holds a senior position with the party, and has authority to negotiate for or settle a dispute on behalf of the party;

“Service” includes any program, facility or infrastructure necessary to provide a service; and

“Third Party” means a service provider who is established or exists independently of any decision by a municipality.

"Year" means the calendar year beginning on January 1st and ending on December 31st.

### **3.0 Term and Review of Framework**

- 3.1 This Framework shall have force and effect as of the date of third reading of the bylaws by the Summer Village of Burnstick Lake and Clearwater County adopting the Framework document.
- 3.2 This Framework is a permanent agreement in accordance with the Act and has no expiration date.
- 3.3 The Summer Village and County shall review this Framework at least every 4 years from the date that the bylaw adopting this Framework is given third reading. An earlier or more frequent review may be undertaken if agreed upon by the Summer Village and County.
- 3.4 If either the Summer Village or County determine that the adopted Framework does not serve their interests, or if both municipalities determine that the adopted Framework does not serve the interests of both municipalities, a replacement Framework shall be created in accordance with the Act. Until such time as the replacement Framework is ready for adoption and has been formally adopted, the current Framework remains in effect.

**4.0 Process to Amend the Framework**

- 4.1 If either the Summer Village or the County wishes to amend this Framework, the party seeking the amendment must give written notice to the other party. Upon receiving written notice, the other party must, within 30 days, meet to discuss the proposed amendments and a process to consider the amendments.
- 4.2 A proposal to amend this Framework must be provided in written form and must clearly identify:
  - (a) The nature of the issue(s) or concern(s) giving rise to the need for an amendment; and
  - (b) The nature and reasoning behind the specific amendment(s) being proposed.

**5.0 Relation of Framework to Other Agreements and Bylaws**

- 5.1 Where there is a conflict or inconsistency between a bylaw and this Framework or an agreement between the Summer Village of Burnstick Lake and Clearwater County and this Framework, this Framework prevails to the extent of the conflict or inconsistency.
- 5.2 If there is a conflict or inconsistency between this Framework and any existing agreement between the Summer Village and the County, the Framework must either address the conflict or inconsistency or the Summer Village and County must alter or rescind the agreement.
- 5.3 Where there is a need to amend an agreement to maintain consistency with this Framework and the agreement contains one or more municipalities that are not signatories of this Framework, the other municipalities shall be consulted and involved in process to amend the agreement.
- 5.4 The Summer Village and County agree to amend their bylaws, where necessary, to ensure consistency between each bylaw and this Framework within two (2) years of the date that the bylaw adopting this Framework receives third reading. The Land Use Bylaw of each municipality is not subject to this requirement.
- 5.5 The Summer Village and County agree to amend their agreements, where necessary, to ensure consistency between each agreement and this Framework within six (6) years of the date that the bylaw adopting this Framework receives third reading.

**6.0 Intermunicipal Development Plan Not Required**

- 6.1 It is recognized that, pursuant to Schedule “B” attached to this agreement, the two municipalities have been exempted from the provisions of Sections 631(1) and 708.3(1) of the Municipal Government Act, Chapter M-26, RSA 2000 as amended. Section 631(1) requires municipalities that share common boundaries to adopt an intermunicipal development plan

(hereinafter referred to as “IDP”) to include those areas of land lying within the boundaries of the municipalities as they consider necessary; Section 708.3(1) stipulates that an intermunicipal collaboration framework is not complete unless the Councils of the municipalities involved have also adopted an IDP. The Minister has recognized the protected status of the lands on either side of the boundary between the Summer Village and the County, noting that no municipally-approved development will occur on those lands in the future, and has therefore exempted the Summer Village and the County from the requirement to adopt an intermunicipal development plan.

**7.0 Indemnification**

7.1 The Summer Village of Burnstick Lake shall indemnify and hold harmless Clearwater County, its employees , and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act of omission of Clearwater County, its employees, or agents in the performance and implementation of this Framework.

7.2 Clearwater County shall indemnify and hold harmless the Summer Village of Burnstick Lake, its employees , and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act of omission of the Summer Village of Burnstick Lake, its employees, or agents in the performance and implementation of this Framework.

**8.0 Written Notices**

8.1 All and any required written notices in the performance and implementation of this Framework shall be directed to the CAO of each municipality using the mailing address for the respective municipal office as shown below:

Summer Village of Burnstick Lake  
Box 501  
Caroline, AB  
T0M 0M0

Clearwater County  
Box 550, 4340 47 Avenue  
Rocky Mountain House, AB  
T4T 1A4



## **PART B: GOVERNANCE AND PROCESS PROVISIONS**

### **9.0 Governance and Roles**

- 9.1 *Role of Councils* – Each Council retains the ability and responsibility to make decisions on behalf of their residents and ratepayers. As the public is at the center of any governance or service initiative their interests need to be taken into account to ensure the impacts of services and actions taken in the delivery of shared services have the desired results. Each Council affirms their commitment to increased cooperation in service delivery and will support increased communication at the administrative and staff levels and consideration of impacts on the other municipality. The Mayor and Reeve will be at the forefront of this relationship and they will be responsible for showing leadership for the elected officials to their organizations and in public.
- 9.2 *Role of the Intermunicipal Collaboration Committee (ICC)* - The ICC will become the focus for matters of intermunicipal consideration. Although this committee will be non-decision making, they will be responsible for the negotiating and management of intermunicipal opportunities and challenges. Comprised of elected official(s) and administration representing their Councils, the ICC will strategically identify opportunities and prioritize intermunicipal actions to formulate recommendations for respective Council’s consideration.
- 9.3 *Role of CAOs* – The CAOs of the Summer Village and County are the principal administrative personnel responsible for maintaining this Framework, its delivery and durability. The CAOs bring continuity to the relationship between the municipalities and have the ability to initiate communication on an as needed basis. They are responsible for ensuring Summer Village and County staffs follow the principles, spirit and intent of this Framework and any agreements created under this Framework. The CAOs are seen as “conduits” for the flow of information and ongoing communication.
- 9.4 *Role of Staff* - Staff in the Summer Village and County organizations will be responsible to ensure the principles, spirit and intent of this Framework and any agreements under this Framework are carried out operationally. This means that staff will work with their municipal counterparts to address issues that arise within the scope of their authority and mandate. Staff will also raise issues, when needed, and be accountable for informing their CAO about matters that require attention, or could be considered, for the mutual benefit of the municipalities.

### **10.0 Intermunicipal Collaboration Committee (ICC)**

- 10.1 The Intermunicipal Collaboration Committee (ICC) is hereby established to give expanded focus to intermunicipal opportunities and considerations. Although individual Councils maintain the authority for decisions in the respective municipalities, the ICC is the main working group for intermunicipal matters.

- 10.2 Without interfering with or replacing the good work being accomplished in existing intermunicipal committees the ICC has the following primary functions:
- (a) Proactively identify new service areas or opportunities;
  - (b) Address intermunicipal opportunities that arise on an as needed basis where no existing structure exists to deal with the matter;
  - (c) Prioritize activity and develop appropriate measures, processes and sub-committees to address areas under consideration;
  - (d) Represent and speak well of regional efforts to cooperate in service delivery;
  - (e) Address areas where intermunicipal differences in need of resolution may arise;
  - (f) Ensure each Council is kept informed about discussions, progress and issues; and
  - (g) Serve as the principal negotiating committee for new or updated agreements under this Framework.

### **11.0 ICC Decision Making Authority and Process**

- 11.1 The ICC is a recommendation making committee that interacts with and advises individual councils on decisions. Recommendations to individual councils will occur when the ICC members have consensus on how they wish to advise individual councils on a given issue. This may include:
- (a) Recommendations on options for proceeding;
  - (b) Advising no agreed upon recommendations have been reached in the allotted timeframe where a timeframe has been specified; or
  - (c) Advising on moving to the Dispute Resolution process or some other process to resolve the issue.
- 11.2 These recommendations or advisements may be delivered to Councils by:
- (a) A joint council meeting;
  - (b) A joint presentation to individual councils;
  - (c) A joint written submission agreed to by the ICC for delivery to individual councils; or
  - (d) A combination of the above.

### **12.0 Composition of ICC**

- 12.1 The ICC will be composed of one (1) elected official and the CAOs from each municipality or their designate. One elected official from each municipality will be the CEO (Mayor or Reeve) or their designate. The opportunity to rotate elected officials into the committee will be at the discretion of each municipality respecting their policy on attendance while maintaining some consistency.
- 12.2 Quorum of ICC will consist of at least one elected official from each municipality attending each agreed upon meeting.

- 12.3 Other elected officials not assigned to the ICC may attend as observers as determined by the CEOs.
- 12.4 Other administration or staff not assigned to the ICC may attend as observers as determined by the CAOs.

**13.0 ICC Meetings**

- 13.1 Meetings of the ICC will be held at least once per four-year period from the date of signing the Framework, with recognition more frequent meetings will need to be added as opportunities arise and issues are developed.
- 13.2 Meetings of the ICC will be scheduled to enable the following core agenda items to be addressed:
  - (a) Summaries and updates on progress on issues to date;
  - (b) Inventorying and priority setting for matters to be addressed; and
  - (c) Discussions of any outstanding matters.
- 13.3 Any additional meetings that may be required to address specific matters will be scheduled at times that are mutually agreed upon.

**14.0 Dispute Resolution Processes**

- 14.1 The Summer Village and the County recognize the need for common understanding about how to address conflicts or disputes when either party is of the opinion that an obligation of the other under this Framework may have been breached or matters arise where differences of opinion over actions or services need to be worked out.
- 14.2 If an elected official, administrator or any staff person from the Summer Village or County thinks an obligation under this Framework has been “breached”, the matter should be brought to the attention of their CAO. The CAO will then investigate it and, if it appears that a breach occurred, the matter will be brought to the attention of the other municipality’s CAO. Once that has happened, the matter may be resolved directly between the municipalities through informal problem-solving discussions between the CAOs and, if needed, the ICC.
- 14.3 Similarly, differences of opinion may occur outside a “breach” of an agreement. These may include divergent expectations in delivery of a joint service, a variance in how a committee or board wishes to proceed or any circumstance that may adversely affect or disrupt a service or relationship(s) between the municipalities. If the problem identified is not resolved through informal discussions, the municipalities agree to address it using the processes described below.

#### Notice of Dispute

- 14.4 When either Summer Village Council or County Council believes there is a dispute under this Framework and wishes to engage in dispute resolution, the party alleging the dispute must give written notice of the matter(s) under dispute to the other party's CAO.
- 14.5 During a dispute in respect of any aspect of this Framework, the parties must continue to perform their obligations under this Framework.

#### Negotiation

- 14.6 Within 14 calendar days after the notice of dispute is given, each party must appoint representatives to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.
- 14.7 Each party will identify the appropriate representatives who are knowledgeable about the issue(s) under dispute and the representatives will work to find a mutually acceptable solution through negotiation. In preparing for negotiations, the parties will also clarify their expectations related to the process and schedule of meetings, addressing media inquiries, and the need to obtain Council ratification of any resolution that is proposed.
- 14.8 Representatives will negotiate in good faith and will work together, combining their resources, originality and expertise to find solutions. Representatives will attempt to craft a solution to the identified issue(s) by seeking to advance the interests of both parties rather than simply advancing their individual positions. Representatives will fully explore the issue with a view to seeking an outcome that accommodates, rather than compromises, the interests of all concerned.
- 14.9 Representatives will seek to:
- (a) Clearly articulate their interests and the interests of their party;
  - (b) Understand the interests of other negotiators whether or not they are in agreement with them; and,
  - (c) Identify solutions that meet the interests of the other party as well as those of their own

#### "Cooling Off" Period

- 14.10 In the event that negotiation does not successfully resolve the dispute, there will be a "cooling off" period of 14 days before moving to the Mediation step of the dispute resolution process. This 14-day period will start on the day that the parties determine that the dispute cannot be resolved through negotiations. During this 14-day period the parties shall not discuss the dispute with each other nor schedule any meetings between them to discuss the matters that are the subject of the dispute.

### Mediation

- 14.11 If the dispute cannot be resolved through negotiations, the representatives must appoint a mutually acceptable mediator to attempt to resolve the dispute by mediation.
- 14.12 The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts. The parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
- 14.13 The mediator will be responsible for the governance of the mediation process. The parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute.
- 14.14 All proceedings involving a mediator are without prejudice, and, unless the parties agree otherwise, the cost of the mediator must be shared equally between the parties.
- 14.15 If a resolution is reached through mediation, the mediator will provide a report documenting the nature and terms of the agreement and solutions that have been reached. The mediator report will be provided to each council.

### “Cooling Off” Period

- 14.16 In the event that Mediation does not successfully resolve the dispute, there will be a “cooling off” period of 14 days before moving to the Arbitration step of the dispute resolution process. This 14-day period will start on the day that the parties determine that the dispute cannot be resolved through mediation. During this 14-day period the parties will not discuss the dispute with each other nor schedule any meetings between them to discuss the matters that are the subject of the dispute.

### Report

- 14.17 If the dispute has not been resolved within 180 calendar days after the notice of dispute is given, the initiating party must, within 21 calendar days of the expiry of the 180-calendar day period, prepare and provide to the other parties a report.
- 14.18 Without limiting its generality, the report must contain a list of the matters agreed on and those on which there is no agreement between the parties.
- 14.19 The initiating party may prepare a report before 180 calendar days after the notice of dispute have elapsed if the parties agree, or the parties are not able to appoint a mediator to assist with mediation.

#### Appointment of Arbitrator

- 14.20 Within 14 calendar days of a report being provided as described above, the representatives must appoint an arbitrator and the initiating party must provide the arbitrator with a copy of the report. If the representatives can agree upon a mutually acceptable arbitrator, arbitration will proceed using that arbitrator. If the representatives cannot agree on a mutually acceptable arbitrator, each party will produce a list of three candidate arbitrators. In the event there is agreement on an arbitrator evident from the candidate lists, arbitration will proceed using that arbitrator.
- 14.21 If the representatives cannot agree on an arbitrator, the initiating party must forward a copy of the report to the Minister with a request to the Minister to appoint an arbitrator.
- 14.22 In appointing an arbitrator, the Minister may place any conditions on the arbitration process as the Minister deems necessary.

#### Arbitration Process

- 14.23 Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices and procedures shall be the same as those in Division 3 of Part 17.2 of the Act and Part 1 of the Regulation.
- 14.24 In addition, the arbitrator may do the following:
- (a) Require an amendment to this Framework;
  - (b) Require a party to cease any activity that is inconsistent with this Framework;
  - (c) Provide for how a party's bylaws must be amended to be consistent with this Framework;
  - (d) Award any costs, fees and disbursements incurred in respect of the dispute resolution process and who bears those costs.

#### Deadline for Resolving Dispute

- 14.25 The arbitrator must resolve the dispute within 365 calendar days from the date the notice of dispute is given.
- 14.26 If an arbitrator does not resolve the dispute within 365 calendar days' time, the Minister may grant an extension of time or appoint a replacement arbitrator on such terms and conditions the Minister considers appropriate.

#### Arbitrator's Order

- 14.27 Unless the parties resolve the disputed issues during the arbitration, the arbitrator must make an order as soon as possible after the conclusion of the arbitration proceedings.
- 14.28 The arbitrator's order must
- (a) Be in writing;

- (b) Be signed and dated;
- (c) State the reasons on which it is based;
- (d) Include the timelines for the implementation of the order, and
- (e) Specify all expenditures incurred in the arbitration process for payment under section 708.41 of the Act.

14.29 The arbitrator must provide a copy of the order to each party.

14.30 If an order of the arbitrator is silent as to costs, a party may apply to the arbitrator within 30 calendar days of receiving the order for a separate order respecting costs.

#### Costs of Arbitrator

14.31 Subject to an order of the arbitrator or an agreement by the parties, the costs of an arbitrator must be paid on a proportional basis by the municipalities that are parties to this Framework.

14.32 Each municipality's proportion of the costs must be determined by dividing the amount of that municipality's equalized assessment by the sum of the equalized assessments of all of the municipalities' equalized assessments as set out in the most recent equalized assessment.

## PART C: INVENTORY OF CURRENT SERVICES

### 15.0 Scope of Services Covered in Framework

- 15.1 The services that are included in this Framework are based on the listed requirements for an Intermunicipal Collaboration Framework (transportation, emergency services, water, wastewater, solid waste, recreation, and other services) in the MGA. The tables focus on “direct services” that are provided to a property or ratepayer. An example of this is the ability to make use of a recreation facility. Indirect services, meaning those that have a more “corporate” nature and are needed to support the direct delivery of services, are not included. An example is the finance department’s role in supporting front line departments through the proper collection of municipal taxes.
- 15.2 Nothing in this Framework is meant to limit the ability of the Summer Village and County to investigate and, where deemed beneficial, establish means of sharing services that are of a corporate or organizational support nature.

### 16.0 Services Provided on a Municipal Basis

The following tables list and describe the services that the Summer Village and County presently deliver on a municipal basis as the best means of delivering these services at this point in time.

**Table A: Services Provided by the Summer Village of Burnstick Lake on a Municipal Basis**

TYPE OF SERVICE	DESCRIPTION
Water – Water Supply	Community Water Well provides potable water for residents that do not have their own water well.
Emergency Services – STARS Landing Site	Delivery of a service to residents and surrounding community by providing a physical landing location and equipment to assist STARS for landing/takeoff.

**Table B: Services Provide by Clearwater County on a Municipal Basis**

TYPE OF SERVICE	DESCRIPTION
Transportation - Airport	Operation of the Rocky Mountain House Airport including fueling services, passenger services, hanger rental, runway and taxiway maintenance, annual airshow and support for firefighting base.
Transportation - Roadside Clean Up	Funding of annual clean-up of litter along County roads by community groups



TYPE OF SERVICE	DESCRIPTION
Transportation - Road Maintenance	Delivery and maintenance of gravel and surfaced roads (346 km paved and 1,872 km gravel), roadside ditches and culverts, guardrails and traffic control devices, roadside signage, dust control, street sweeping, asphalt repair and crack sealing, spray patch repair, overlay program and regular blading.
Transportation - Bridge and Large Culvert (>1500mm) Maintenance	Erosion control, maintenance of abutments, surface sealing and deck repair, culvert replacement and guardrails for 175 structures.
Transportation - Snow and Ice Control	Delivery of services related to the removal of snow and ice from roadways to ensure safe passage
Water and Wastewater – Water Supply and Distribution	Delivery of municipal water treatment and distribution services and hydrant maintenance in one hamlet (includes potable water station)
Water and Wastewater – Wastewater Collection and Treatment	Delivery of municipal wastewater treatment and collection services in select hamlets including flushing of collection mains, maintaining 3 sewage lagoons and 3 lift stations
Emergency Services - Emergency Management – County	Delivery of plans and programs to enable community response to wide scale emergency events and disasters affecting County only.
Emergency Services - Fire Rescue Services	Delivery of fire suppression, vehicle extrication, first medical response, water rescue, ice rescue, public education services and operation of five fire stations provided through Clearwater Regional Fire Rescue Services with dispatch services provided by City of Red Deer.
Recreation - Community Halls	Insurance coverage for 21 community halls throughout the County
Recreation - Museums	Provision of funding support for the operation of local museums.
Recreation - Multi-user Trails	Routine maintenance and grooming of gravel trails in Nordegg, Rig Street and staging areas
Other Services - Weed Control Programs	Programs that protect agricultural resources from noxious weeds and invasive plants. Includes weed control applications and education and outreach programs for rural landowners and urban weed control in Caroline and Rocky Mountain House. Includes custom spraying and community weed control programs.

TYPE OF SERVICE	DESCRIPTION
Other Services - Agriculture Support Programs	Programs that promote best practices and provide supports and promotes farm viability and success of agricultural operations and fosters further development of the agriculture industry. Includes Livestock Traceability, On Farm Demonstration and Research, Feed Testing, Equipment Rental, and Ration Balancing programs.
Other Services - Pest Control Program	Programs that help landowners manage a variety of pests that impact agricultural production (rats, wild boar, dutch elm disease, zebra mussels, etc.)
Other Services - Vegetation Management	Management of vegetation in County road rights of way through roadside brushing, spraying, seeding and mowing. Covers approximately 320 km of paved roads and 2,300 km of gravel roads. Also includes reclamation of County gravel pits and management of park spaces and environmental reserve lands.
Other Services - Environmental and Land Stewardship Programs	Education and outreach to landowners on water wells, solar pumps, setbacks from water bodies, testing of water quality, well head protection, tree planting, water conservation, riparian restoration and wildlife and pollinator habitat.
Other Services - Cemeteries	Mowing and grounds maintenance for nine private and municipal cemeteries, inventorying and land survey services, control of layout of plots and record keeping.
Other Services - Heritage Board	Programs for the preservation of heritage sites and features.
Other Services - Doctor Recruitment	Partner in the initiative to recruit doctors to set up practice in the area including governance committee, clinic and subsidized housing.
Other Services - Community Policing and School Resource Officer	Provision of one FTE RCMP officer that is assigned to police schools and liaise with students.
Other Services - Economic Development	Delivery of information and advice relating the establishment of businesses and investment in the area, promotions and marketing in coordination with other groups.

TYPE OF SERVICE	DESCRIPTION
Other Services - Highway Patrol and Community Peace Officer Program	Delivery of enforcement services related to Federal and Provincial legislation and County bylaws using Community Peace Officers
Other Services - Storm Drainage and Storm Water Management Facilities	Maintenance of storm water management ponds, water control features (e.g. check dams in ditches), fences and signage around ponds, erosion of liners, clearing or inlet and outlet, and maintaining dry hydrant

**17.0 Services Provided by Third Party by Agreement with the Municipality**

The following tables list and describe services in the Summer Village of Burnstick Lake and Clearwater County that are provided by a Third Party through an agreement with the municipality as the best means of delivering these services at this point in time. This includes any service where the majority of the activity is handed off to the Third Party and does not include services where a Third Party may provide support to municipal staff.

**Table C: Services Provided by the Summer Village of Burnstick Lake through a Third Party**

TYPE OF SERVICE	DESCRIPTION
Solid Waste - Collection	Includes the collection of solid waste from Community Hall and transportation to a disposal facility.
Transportation - Snow and Ice Control	Involves the removal of snow and ice from road surface to ensure safe passage. Includes plowing of all roads.
Transportation - Road Maintenance	Involves the maintenance of all public roadways within the Summer Village. Includes traffic signs and controls, pothole repair, blading and gravelling.
Recreation – Boat Launch	Maintenance of the boat launch, access road and parking area. Includes general maintenance.
Recreation – Walking Paths	Minor maintenance and upkeep of public walking paths.
Other Services – Municipal Reserves Management	Management of undergrowth and brush/trees. Includes removal of dead and rotten trees.

**Table D: Services Provided by Clearwater County through a Third Party**

TYPE OF SERVICE	DESCRIPTION
Transportation - Streetlights	Maintenance and operating costs for streetlights located in County hamlets
Recreation - Campgrounds	Operation of four seasonal, tourism-oriented campgrounds, off-road vehicle staging areas and day use picnic areas.
Other Services - Animal Control	Animal control program for animals running loose and non-compliance with animal control bylaw and kennel service.
Other Services - Seniors	Funding for seniors' groups and operation of seniors' drop in centres, transportation service and wellness activities.

**18.0 Services Provided on an Intermunicipal Basis**

The following tables list and describe the services that the Summer Village and County presently deliver on an intermunicipal basis as the best means of delivering these services at this point in time.

**Table E: Services Provided by the Summer Village and County on an Intermunicipal Basis**

TYPE OF SERVICE	DESCRIPTION
Emergency Services - Fire Rescue Services	<i>Memorandum of Understanding</i> – Clearwater County, through Clearwater Regional Fire Rescue Services (CRFRS), provides support for the Summer Village’s delivery of fire suppression, including wildland urban interface (WUI) equipment management and reciprocal sharing of WUI equipment.
Emergency Services - Emergency Management	<i>Currently Shared Service</i> - Delivery of plans and programs to enable community response to wide scale emergency events and disasters and includes preparing and maintaining plans for responses, training for emergency operations centre functions, incident command system, reception centres, awareness and response, if needed. Lead is the Clearwater County. Service is funded through taxpayer support with costs allocated on a percentage basis between municipalities.

**19.0 Inventory of Existing Agreements**

19.1 The following agreements are in place between the Summer Village of Burnstick Lake and Clearwater County with respect to services that are currently shared and delivered on an intermunicipal basis:

- The Joint Emergency Management Agreement dated February 20, 2016 regarding the establishment and operation of a shared emergency management agency;

Note: The agreement listed above involves other parties in addition to the Summer Village and County.

## **PART D: FUTURE INTERMUNICIPAL SERVICES**

### **20.0 Principles for Determining when a Service should be Shared**

20.1 The following set of principles is intended to guide decisions around when a municipal service should be provided on a shared basis between the Summer Village and the County to the benefit of the greater community. They speak to broad and general intent to assist the decision makers in assessing proposals and directing efforts towards areas of likely consensus.

20.2 Each of the following principles is of equal significance and is not intended to be used to rank the merit of service sharing proposals. Proposals that touch on more than one principle should generally be given a higher priority for review and consideration than those that only speak to one of the principles.

20.2 The Summer Village and the County agree that a service should be considered for sharing where:

*Principle 1:* The service advances the shared vision and goals of the Summer Village and the County for the long-term future of the greater community.

*Principle 2:* The Summer Village and the County have, or are prepared to work under, a common vision and philosophy regarding the nature of the service to be provided and the manner in which the service would operate and be delivered.

*Principle 3:* Effective service delivery depends on the ability to acquire specialized or hard to obtain skill sets that are more likely to be attracted to the region through a pooling of efforts to attract and retain qualified staff.

### **21.0 Proposals for New Shared Services**

21.1 Either party may put forward a proposal for a new shared service at any point in time. The proposal must be in writing and shall be submitted to the other municipality's CAO. The proposal will then be placed on the next available ICC meeting agenda.

21.2 A proposal for a new shared service shall address:

- (a) A brief description of the nature of the service and initial concepts for service delivery;
- (b) A rationale for proposing that the service be shared and/or commenced;
- (c) The relation of the proposal to the principles described in Section 21 of this Framework;  
and
- (d) The relative timing and priority for reviewing the proposal in light of the implementation schedule outlined in Part E of this Framework.

**22.0 Future Services to be Explored for Intermunicipal Delivery**

- 22.1 The Summer Village and County have agreed, in principle, to the exploration of further sharing of municipal services. Table F provides a listing, description and rationale for the services the parties have agreed to review and discuss. The order of appearance in Table F is not in order of priority.
- 22.2 The decision on which services are to be shared shall be made following review and discussion of each by the parties. If the decision is made to proceed, it shall take the form of a new agreement and an update to this Framework to reflect the outcome.

**Table F: Future Services to be Explored for Intermunicipal Delivery (Not in Order of Priority)**

TYPE OF SERVICE	DESCRIPTION
Transportation - Snow and Ice Control	<i>Future Sharing Opportunity</i> - Removal of snow and ice from roadways to ensure safe passage. Lead is Clearwater County. Service is funded through taxpayer support.
Transportation – Gravel Hauling	<i>Future Sharing Opportunity</i> - Includes loading and unloading of aggregate, along with transportation by truck to the Summer Village.
Other – Ditch Mowing	<i>Future Sharing Opportunity</i> - Includes roadside mowing of road right-of-way in the Summer Village.
Other - Weed Control	Includes weed inspections and enforcement, weed control applications and urban weed control in the Summer Village.

**PART E: IMPLEMENTATION SCHEDULE**

Table G describes the review and update of agreements for currently shared services, the review and possible creation of new agreements for new shared services identified in Table F, and the mandatory review and update of bylaws and agreements for consistency with this Framework.

**Table G: Framework Follow Up 2020 to 2025**

Target Year for Discussions to Occur	Activity/Item
2020	Review Future Shared Services Opportunities
2021	Existing Joint Emergency Management Agreement up for review
2021	Review and update of all bylaws for consistency with Framework
2022	Review and update of other existing agreements for consistency with Framework
2023	Review of Intermunicipal Collaboration Framework
2024	Review and update of all remaining existing agreements for consistency with Framework

IN WITNESS WHEREOF the Municipalities have hereunto executed this Framework under their respective corporate seals and by the hands of their proper officers duly authorized in that regard.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2019 in \_\_\_\_\_, Alberta.

**CLEARWATER COUNTY**

**SUMMER VILLAGE OF BURNSTICK LAKE**

Per:

Per:

\_\_\_\_\_  
Jim Duncan, Reeve

\_\_\_\_\_  
Harold Esche, Mayor

\_\_\_\_\_  
Rick Emmons, CAO

\_\_\_\_\_  
Therese Kleeberger, CAO



SCHEDULE "A": Council bylaws

SCHEDULE "B": Ministerial Order IDP Exemption

BYLAW NO. 1078/19

BEING A BYLAW TO ADOPT THE SUMMER VILLAGE OF BURNSTICK LAKE - CLEARWATER COUNTY INTERMUNICIPAL COLLABORATION FRAMEWORK

WHEREAS, the Council of Clearwater County is authorized under the Municipal Government Act, RSA 2000, Chapter M-26, as amended, to work collaboratively with neighbouring municipalities to ensure the efficient provision of municipal services for all residents; and

WHEREAS, the Summer Village of Burnstick Lake and Clearwater County have worked collaboratively on the preparation of an intermunicipal collaboration framework between the two municipalities; and

WHEREAS, the Council of Clearwater County deems it desirable and appropriate to adopt the Summer Village of Burnstick Lake -Clearwater Intermunicipal Collaboration Framework;

NOW THEREFORE, the Council of Clearwater County, duly assembled, enacts as follows:

That the document titled "Summer Village of Burnstick Lake - Clearwater County Intermunicipal Collaboration Framework" dated October 2019 as attached and forming part of this Bylaw be adopted;

and

That this Bylaw shall take effect upon the final passing thereof.

READ a first time this \_\_\_\_ day of \_\_\_\_\_, 2019.

READ a second time this \_\_\_\_ day of \_\_\_\_\_, 2019.

READ a third time and finally passed this \_\_\_\_ day of \_\_\_\_\_,  
2019.

\_\_\_\_\_  
REEVE

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER



## Agenda Item Report

### Regular Council Meeting

<b>AIR Type:</b>	Request for Decision
<b>SUBJECT:</b>	Memorandum of Understanding - Summer Village of Burnstick Lake Wildland Fire Trailer
<b>PRESENTATION DATE:</b>	Tuesday, December 10, 2019
<b>DEPARTMENT:</b>	Emergency & Legislative Services
<b>WRITTEN BY:</b>	Christine Heggart, Director
<b>REVIEWED BY:</b>	Rick Emmons, CAO
<b>BUDGET CONSIDERATIONS:</b>	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept <input type="checkbox"/> Reallocation
<b>LEGISLATIVE DIRECTION:</b>	<input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation <input type="checkbox"/> County Bylaw or Policy
<b>COMMUNITY BUILDING PILLAR (check all that apply):</b>	
<input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Governance Leadership <input type="checkbox"/> Fiscal Responsibilities <input type="checkbox"/> Environmental Stewardship <input type="checkbox"/> Community Social Growth	
<b>ATTACHMENTS:</b>	
<a href="#">DRAFT MOU - SVBSL WUI Trailer</a>	

#### STAFF RECOMMENDATION:

That Council endorses signing a Memorandum of Understanding with the Summer Village of Burnstick Lake regarding use and maintenance of the Summer Village's Wildland Urban Interface Fire Trailer.

#### BACKGROUND:

As part of the Intermunicipal Collaboration Framework (ICF) discussions, Administrations from Clearwater County and the Summer Village of Burnstick Lake discussed development of Memorandum of Understanding (MOU) of the Summer Village's Wildland Fire Trailer. The ICF with Summer Village includes reference to the following:

*Memorandum of Understanding – Clearwater County, through Clearwater Regional Fire Rescue Services (CRFRS), provides support for the Summer Village's delivery of fire suppression, including wildland urban interface (WUI) equipment management and reciprocal sharing of WUI equipment.*

Clearwater Regional Fire Rescue Services (CRFRS) staff assisted the Summer Village with their purchase and setup of a Wildland Urban Interface (WUI) Trailer, that was funded by a \$68,000.00 MSI grant.

The Summer Village's 16 foot enclosed WUI trailer includes two portable CET pumps (high pressure), sprinklers (130) and hose, intended to provide capacity to sprinker the entire Summer Village.

The draft MOU is attached for Council's consideration and includes Clearwater County's ability to request utilization of the Summer Village's WUI trailer, as well as the County agreeing to provide annual routine maintenance on the trailer and its equipment.

## MEMORANDUM OF UNDERSTANDING

BETWEEN:

Clearwater County  
Box 550  
4340-47 Avenue  
Rocky Mountain House, Alberta  
T4T 1A4  
(Hereinafter referred to as 'County')

-and-

Summer Village of Burnstick Lake  
Box 501  
Caroline, Alberta  
T0M 0M0  
(Hereinafter referred to as 'Summer Village')

**WHEREAS** the Summer Village and the County have adopted a *Summer Village of Burnstick Lake -Clearwater County Intermunicipal Collaboration Framework* that states the municipalities share common interests and are desirous of working together to provide services to their ratepayers;

**AND WHEREAS** the Summer Village and the County are parties in a *Joint Emergency Management Agreement* dated February 2016 - 2021, and that the parties are committed to participating and cooperating in the planning, development and execution of Municipal Emergency Plans;

**AND WHEREAS** the Summer Village and the County are committed to working cooperatively to capitalize on opportunities related to wildland urban interface (WUI) fire protection in the interest of public safety;

**AND WHEREAS** the Summer Village received Municipal Sustainability Initiative (MSI) grant funding in the amount of \$68,000.00 to enhance their WUI fire capacity;

**AND WHEREAS** the County, through Clearwater Regional Fire Rescue Services (CRFRS), provided support to the Summer Village in the development of a pre-plan for wildfires and coordinated the purchase and assembly of WUI equipment, including a 16 foot enclosed trailer, two portable CET pumps, sprinklers (130) and hose intended to provide capacity to sprinkler the entire Summer Village.

**AND WHEREAS** the County, through CRFRS, agrees to provide annual routine maintenance to the Summer Village's WUI equipment.

**AND WHEREAS** the Summer Village agrees to hold insurance for the Summer Village's WUI equipment.

**AND WHEREAS** the Summer Village agrees to allow, by request from the County and permission granted by the Summer Village CAO, CRFRS access to the Summer Village's WUI equipment for the purposes of fire training or fire operations for WUI fires within Clearwater County.

In respecting the above statements, this Memorandum of Understanding (MOU):

1. May be amended from time to time upon written agreement of both parties;
2. Takes effect immediately upon signing by both parties;
3. May be terminated by either party upon ninety (90) days written notice; and,
4. Any and all assets held by each party at the time of termination shall remain those of the party having ownership of such assets at the time of termination.

5. INDEMNIFICATION

- a. The Summer Village hereby indemnifies the County from and against all losses, liabilities, costs, damages, and expenses (including reasonable legal fees and disbursements) incurred by the County in connection with this Memorandum of Understanding as a result of any claim, action, suit or proceeding based on a claim of injury to the person or property of any third party caused by the willful misconduct or negligence of Summer Village, its officers, employees, agents, contractors, licensees or invitees.
- b. The County hereby indemnifies Summer Village from and against all losses, liabilities, costs, damages, and expenses (including reasonable legal fees and disbursements) incurred by Summer Village in connection with this Memorandum of Understanding as a result of any claim, action, suit or proceeding based on a claim if injury to the person or property of any third party caused by the willful misconduct or gross negligence of the County, its officers, employees, agents, contractors, licensees or invitees.

**NOW THEREFORE**, by mutual covenant of the Summer Village of Burnstick Lake and Clearwater County execute this Memorandum of Understanding, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CLEARWATER COUNTY**

Per:

\_\_\_\_\_  
Tim Hoven, Reeve

\_\_\_\_\_  
Rick Emmons, CAO

**SUMMER VILLAGE OF BURNSTICK LAKE**

Per:

\_\_\_\_\_  
Harold Esche, Mayor

\_\_\_\_\_  
Therese Kleeberger, CAO



## Councillor and Board Member 2019 Remuneration Statement

Name of Councillor / Board Member:	Michelle Swanson
Date:	Nov 21, 2019
Signature (Councillor / Board Member):	

### PAYMENT PERIOD

January	February	March	April
May	June	July	August
September	<b>October</b>	November	December

Council Supervision Rate	\$1,105.00 / Monthly
Reeve Supervision Rate	\$2,054.00 / Monthly
Deputy Reeve Supervision Rate	\$1,105.00 / Monthly

Date	Type of Meeting Attended	First 4 Hours \$172.00	Next 4 Hours \$136.00	Next 4 Hours \$136.00	Regular Council Meeting \$308.00	Breakfast \$11/ Lunch \$16/ Supper \$21.50	Mileage (km)
Oct 1	Council Workshop	✓					26
Oct 2	Rec Board Mtg	✓					26
Oct 4	Dist 2 RMA Mtg	✓	✓				26
Oct 5	Leslieville Elks Grand Opening						-
Oct 8	Council Mtg				✓		26
Oct 9	FCSS	✓					26
Oct 10	Rocky Chamber Lunch & Learn						-
Oct 10	Introductory Mtg with Mediators	✓					26
Oct 15	Council Workshop	✓					26
Oct 15	CCTA						26
Oct 16	MPC	✓					26
Oct 16	FCSS Mental Health 101 @ Caroline Library						113
Oct 17	Travel to Leduc & attend ASVA Conference	✓	✓	✓			182
Oct 18	ASVA Conference & Return home	✓	✓				183
Oct 19	Health & Safety Audit Interview						26

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### Remuneration Calculation (for office use only)

0	Meetings @ 92.00 =	0		0	First 5000 Kms @ \$0.58 =	0
15	Meetings @ 172.00 =	2580.00		1462	Over 5000 Kms @ \$0.52 =	760.24
7	Meetings @ 136.00 =	952.00		1	Supper @ 21.50 =	21.50
2	Meetings @ 308.00 =	616.00		1	Breakfast @ 11.00 =	11.00
	Supervision =	1105.00			Hotel receipts =	1057.95
	<b>Total =</b>	<b>5253.00</b>			<b>Total =</b>	<b>1850.69</b>





## Councillor and Board Member 2019 Remuneration Statement

TOTAL = \_\_\_\_\_

TOTAL = \_\_\_\_\_

Date	Type of Meeting Attended	First 4 Hours \$172.00	Next 4 Hours \$136.00	Next 4 Hours \$136.00	Regular Council Meeting \$308.00	Breakfast \$11/ Lunch \$16/ Supper \$21.50	Mileage (km)
Oct 22	Hearing & Regular Mtg & Organizational Mtg				✓		26
Oct 22	Tour Condor Public Services Bldg						-
Oct 23	Travel to ARPA Conference	✓				\$	279
Oct 24	ARPA Conference	✓	✓				
Oct 25	ARPA Conference	✓	✓				
Oct 26	ARPA Conference	✓	✓				
Oct 27	Travel back from Conference	✓				\$	280
Oct 30	Rimby Policy Advisory Committee	✓					139



**ROYAL HOTEL**

**TM.**  
**TRADEMARK**  
COLLECTION BY WYNDHAM

Royal Hotel Edmonton Airport  
8450 Sparrow Dr  
Leduc, AB T9E7G4  
info.rha@royalhotelgroup.ca  
www.royalhoteledmontonairport.ca  
GST # 879535953RT0004

10/18/19

Michelle Swanson Canada	Folio No. : 7601	Room No. : 237
	A/R Number :	Arrival : 10/17/19
	Group Code : 101619SUM	Departure : 10/18/19
	Company :	Conf. No. : 89944EC009507
	Wyndham Rewards :	Rate Code :
	Invoice No. :	Page No. : 1 of 1

Date	Description	Charges	Credits
10/17/19	Room Charge	94.00	
10/17/19	Provincial Tourism Levy - 4%	3.76	
10/17/19	GST - 5%	4.70	
10/17/19	ETF Fee	2.82	
10/17/19	Provincial Tourism Levy - 4%	0.11	
10/17/19	GST - 5%	0.14	
			105.53
	XXXXXXXXXXXX1501		
	<b>Total</b>	<b>105.53</b>	<b>105.53</b>
	<b>Balance</b>	<b>0.00</b>	

105.53+  
952.82+  
1,057.95

out any issues with your stay. Trademark Hotel Collection or affiliates may contact you about call 800-843-2400 or write to Wyndham Worldwide Hotels, Inc. 22 Sylvan Way, Parsippany, NJ demark Hotel Collection website about privacy.

Thank you for staying with us.

RE: Alberta Summer Village Association Conference

**THE Fairmont**  
**CHATEAU LAKE LOUISE**

111 Lake Louise Drive  
 Lake Louise, Alberta Canada T0L 1E0  
 T (403) 522-3511 F (403) 522-3834  
 G.S.T. Registration # 84968 1721 RT000

**Alberta Recreation & Parks Association**

**Ms Michelle Swanson**

**Box 2364**

**Rocky Mountain House AB T4T 1B7**

**Canada**

**Room** : 0866  
**Folio #** : 1205455  
**Cashier #** : 701707  
**Page #** : 1 of 2  
**Group Name** : ARPA Conference & Energize Workshops

**Arrival** : 10-23-19  
**Departure** : 10-27-19

Date	Description	Additional Information	Charges	Credits
10-23-19	Convention Rate		215.00	
10-23-19	Tourism Improvement Fee (2%)		4.06	
10-23-19	GST - Room		10.35	
10-23-19	Alberta Tourism Levy (4%)		8.28	
10-23-19	Package GST		0.60	
10-24-19	Convention Rate		215.00	
10-24-19	Tourism Improvement Fee (2%)		4.06	
10-24-19	GST - Room		10.35	
10-24-19	Alberta Tourism Levy (4%)		8.28	
10-24-19	Package GST		0.60	
10-25-19	Convention Rate		215.00	
10-25-19	Tourism Improvement Fee (2%)		4.06	
10-25-19	GST - Room		10.35	
10-25-19	Alberta Tourism Levy (4%)		8.28	
10-25-19	Package GST		0.60	
10-26-19	Convention Rate		215.00	
10-26-19	Tourism Improvement Fee (2%)		3.82	
10-26-19	GST - Room		9.74	
10-26-19	Alberta Tourism Levy (4%)		7.79	
10-26-19	Package GST		1.20	
10-27-19	Visa	XXXXXXXXXXXX1501 XX/XX		952.42

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I agree that my liability for this bill is not waived and I agree to be held personally liable in the event that the indicated person, company or association fails to pay for any part of the full amount of these charges. Overdue balance subject to a surcharge at the rate of 1.5% per month after one month. (18.00% per annum.)  
 I have accepted delivery of The Globe and Mail. Had I refused, I would have been eligible for a \$1.00 (Mon-Fri) and \$2.00 (Sat.) credit to my account. (At participating hotels.)

Je me porte personnellement responsable du règlement total de cette note au cas où la compagnie, l'association ou son représentant désigné en refuserait le paiement. Les comptes en souffrance sont sujets à un intérêt de 1.5% par mois après un mois. (18.00% par année.)  
 J'ai accepté la livraison du journal The Globe and Mail. Si j'avais refusé, j'aurais pu obtenir un crédit à mon compte de 1.00\$ par jour (du Lundi au Vendredi) et de 2.00\$ le Samedi. (Dans les hôtels participants.)

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**Merci d'avoir choisi les Hôtels Fairmont**

**THE Fairmont**  
CHATEAU LAKE LOUISE

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T (403) 522-3511 F (403) 522-3834  
G.S.T. Registration # 84968 1721 RT000

**Alberta Recreation & Parks Association**

**Ms Michelle Swanson**  
Box 2364  
Rocky Mountain House AB T4T 1B7  
Canada

Room : 0866  
Folio # : 1205455  
Cashier # : 701707  
Page # : 2 of 2  
Group Name : ARPA Conference & Energize Workshc

Arrival : 10-23-19  
Departure : 10-27-19

Date	Description	Additional Information	Charges	Credits
		<b>Total</b>	<b>952.42</b>	<b>952.42</b>

**Balance Due 0.00**

**GST Summary**

Room 40.79  
F&B 0.00  
Other 3.00  
Total 43.79

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To provide feedback about your stay, please contact Gregor Resch, General Manager, at [Gregor.Resch@fairmont.com](mailto:Gregor.Resch@fairmont.com).  
We also invite you to share memories of your experience on our community forum - visit [www.everyonesanoriginal.com](http://www.everyonesanoriginal.com).

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## Councillor and Board Member 2019 Remuneration Statement

Name of Councillor / Board Member:	John Vandermeer
Date:	Nov. 15/19
Signature (Councillor / Board Member):	

### PAYMENT PERIOD

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

Council Supervision Rate	\$1,105.00 / Monthly
Reeve Supervision Rate	\$2,054.00 / Monthly
Deputy Reeve Supervision Rate	\$1,105.00 / Monthly

Date	Type of Meeting Attended	First 4 Hours \$172.00	Next 4 Hours \$136.00	Next 4 Hours \$136.00	Regular Council Meeting \$308.00	Breakfast \$11/ Lunch \$16/ Supper \$21.50	Mileage (km)
1	Council workshop	X					80
4	CRMA mtng	X	X				16
8	Council mtng				X		80
9	RCMP - Caroline						16
10	Meet w Mediators	X					80
11	Mediation term of ref.	X					80
11	Hespero policing						75
15	Council workshop	X					80
16	Caroline Ag	X					16
22	Council mtng				X		80

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Remuneration Calculation (for office use only)						
0	Meetings @ 92.00 =	0		0	First 5000 Kms @ \$0.58 =	0
6	Meetings @ 172.00 =	1032.00		603	Over 5000 Kms @ \$0.52 =	313.56
1	Meetings @ 136.00 =	136.00		0	Lunch @ 16.00 =	0
2	Meetings @ 308.00 =	616.00				
	Supervision =	1105.00				

TOTAL = 2889.00

TOTAL = 313.56