

CLEARWATER COUNTY COUNCIL AGENDA
January 12, 2016
9:00 A.M.
Council Chambers
4340 – 47 Avenue, Rocky Mountain House AB

A. CALL TO ORDER

B. AGENDA ADOPTION

C. CONFIRMATION OF MINUTES

1. December 8, 2015 Regular Meeting Minutes
2. December 14, 2015 Special Meeting Minutes

D. PUBLIC WORKS

1. 2016 Winter Gravel Program
2. BF77533 Clearwater Estates Bridge Rehabilitation Update
3. “Stop on Red, Kids Ahead” Campaign
4. Bylaw 1012/16 Road Allowance License NE 35 36 6 W5M & SE 2 37 6 W5M
5. Bylaw 1013/16 Road Allowance License NW 21 39 4 W5M & NE 20 39 4 W5M

E. PLANNING

1. Nordegg Natural Gas Status

F. COMMUNITY & PROTECTIVE SERVICES

1. Bylaw 1011/16 Municipal Emergency Management

G. MUNICIPAL

1. Call For Nomination: CAAMDC FCM Committee Nomination
2. Municipal Law 2016 Educational Seminars
3. FCM Conference 2016

H. INFORMATION

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

I. IN CAMERA*

1. Administrative Report

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

J. ADJOURNMENT



AGENDA ITEM

PROJECT: 2016 Winter Gravel Program		
PRESENTATION DATE: January 12 th , 2016		
DEPARTMENT: Public Works	WRITTEN BY: Kate Reglin	REVIEWED BY: Kurt Magnus/Marshall Morton/Ron Leaf
BUDGET IMPLICATION: <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy (cite)		
STRATEGIC PLAN THEME: Managing Our Growth	PRIORITY AREA: Support a transportation network that connects and moves residents and industry	STRATEGIES: Protection of Infrastructure
ATTACHMENT(S): 2016 Winter Gravel Program Map		
RECOMMENDATION: That Council review the 2016 Winter Gravel Program as submitted and accept as Information.		

BACKGROUND:

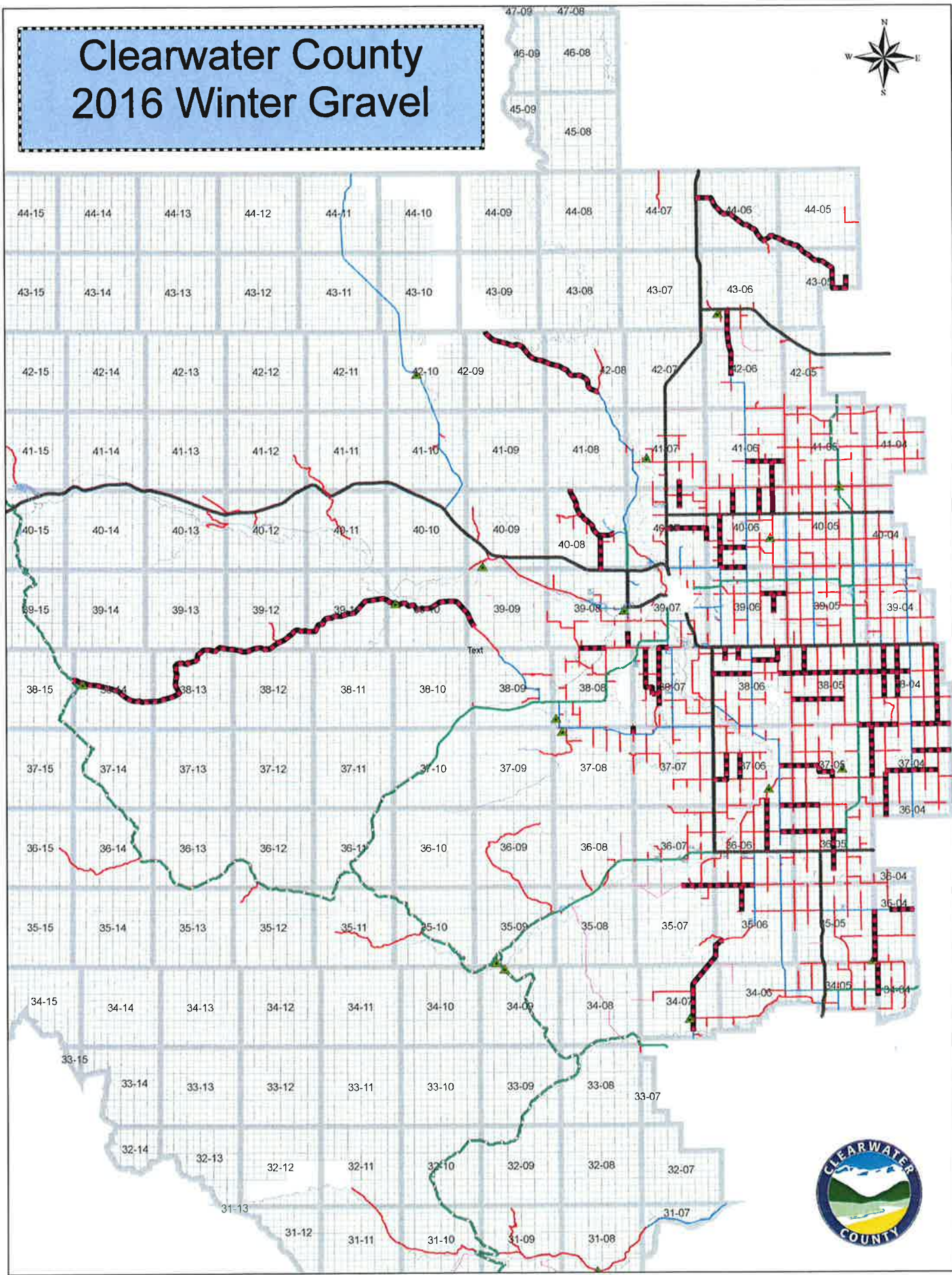
The budgeted amount for the 2016 Winter Gravel Program is \$1,174,200.00. The proposed 2016 program has been developed in accordance with this budget.

This year's proposed program will re-gravel approximately 340 km (213 miles) of road, and use approximately 66,560 tonnes of ¾" aggregate from inventory.

The intended start date of the 2016 Winter Gravel Program is Wednesday, January 13th, pending suitable weather conditions.

A map of the proposed 2016 Winter Gravel Program is attached for Councils review.

Clearwater County 2016 Winter Gravel





AGENDA ITEM

PROJECT: BF 77533 – Clearwater Estates Bridge Rehabilitation Update		
PRESENTATION DATE: January 12 th , 2016		
DEPARTMENT: Public Works	WRITTEN BY: Kate Reglin/Kurt Magnus	REVIEWED BY: Marshall Morton/Ron Leaf
BUDGET IMPLICATION: <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy (cite)		
STRATEGIC PLAN THEME: Managing Our Growth	PRIORITY AREA: Support a transportation network that connects and moves residents and industry	STRATEGIES: Bridge repair or replacement scheduled at an average of 2-3 bridges per year (50-60 year cycle)
ATTACHMENT(S): Girder Launch Photos		
RECOMMENDATION: That Council accepts this item for information.		

BACKGROUND:

During construction of the road realignment to the east bank on Bridge File 77533, located at SE 3-39-7-W5M (Clearwater Estates), there was a rotational slide which caused a delay in construction. After working closely with the Geotechnical Engineer Consultant, Administration and the Contractor, Northstar Energy Services Inc., rectified the issue and the Contractor continued to proceed with contract work.

On Sunday December 19th, 2015, the girder launch proceeded as planned. However, as the girder launch nose reached the east side, it subsequently failed (see attached photos). The launch procedure was halted immediately and the crane unit recovered the girders. No one was injured during this event and the damage, which was observed to date, to the permanent structure, is a few minor marks on the east pile cap. Northstar Energy Services Inc. is working with their engineering team to determine the cause of the failure and to develop a new launch procedure.

Northstar Energy Services Inc. will be returning to site on January 11th, 2016, to complete the girder launch, set ballast walls and erect deck panels. Administration and WSP reviewed the heating and hoarding cost to complete the grout work between the bridge deck panels. Quoted costs associated with heating and hording to complete the type of work in the winter would exceed budget. Therefore Administration has directed a phase break be instituted and, as such, Northstar Energy Services Inc. will demobilize from site until spring 2016.

The remaining work to be completed will include; grout between bridge deck panels, install bridge-rail, install guardrail, complete roadway work, and erosion control.

Administration anticipates the bridge to be opened to the public in summer 2016.





AGENDA ITEM

PROJECT: “Stop on Red, Kids Ahead” Campaign		
PRESENTATION DATE: January 12 th , 2016		
DEPARTMENT: Public Works	WRITTEN BY: Kate Reglin	REVIEWED BY: Kurt Magnus/Marshall Morton/Ron Leaf
BUDGET IMPLICATION: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy (cite)		
STRATEGIC PLAN THEME: Well Governed and Leading Organization	PRIORITY AREA: Advocate in the best interests of our community and region	STRATEGIES: Promote collaborative services
ATTACHMENT(S): “Stop on Red, Kids Ahead” campaign ad/placard.		
RECOMMENDATION: That Council provides direction on the placement of the campaign ad/placard on County vehicles.		

BACKGROUND:

In early December, 2015, Chinook’s Edge School Division and Red Deer Catholic Regional School Division approached Administration requesting to place the “**Stop on Red, Kids Ahead**” campaign signs onto Clearwater County vehicles. Chinook’s Edge School Division and the Catholic School Board are approaching Towns and Counties, within Central Alberta, requesting them to place the campaign ad/placard onto their vehicles.

The campaigns purpose is to spread awareness to motorists of the importance of following proper bus safety protocols. The aforementioned school divisions have received grant funding from Alberta Transportation to help with costs for the “**Stop on Red, Kids Ahead**” Campaign. The school divisions will supply municipalities with the signs to place onto the vehicles.

There is no policy in place regarding placarding of vehicles other than with regard to County and safety stickers (e.g. walk around). Therefore, Administration is requesting Council provide direction on whether or not they support the placement of the campaign ads/placards onto Clearwater County vehicles.





AGENDA ITEM

PROJECT: Bylaw 1012/16 Road Allowance License NE 35 36 06 W5M & SE 02 37 06 W5M		
PRESENTATION DATE: January 12th, 2016		
DEPARTMENT: Public Works	WRITTEN BY: Charlene Johnson	REVIEWED BY: Marshall Morton/Ron Leaf
BUDGET IMPLICATION: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input checked="" type="checkbox"/> County Bylaw or Policy (cite): Permitting of Road Allowances		
STRATEGIC PLAN THEME: Managing our Growth	PRIORITY AREA: Planning	STRATEGIES: 1.1.1 Ensure appropriate land use planning for public infrastructure, rural subdivisions, hamlets and commercial and industrial lands.
ATTACHMENT(S): <ol style="list-style-type: none"> 1. Letter from Dusty & Branden Fay 2. Bylaw No. 1012/16 3. Map of requested road allowance area 		
RECOMMENDATION: That Council reviews and grants first reading for Bylaw 1012/16 to license the road allowance between NE-35-36-6-W5M & SE-2-37-6-W5M for livestock fencing purposes.		

BACKGROUND:

Dusty & Branden Fay are the adjacent landowners for the road allowance between NE-35-36-6-W5M and SE-2-37-6-W5M. They are requesting to license the road allowance for livestock purposes.

Attached you will find the new Bylaw No 1012/16 pertaining to this request along with a request letter from Dusty & Branden Fay and a map of the requested road allowance.

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Clearwater County

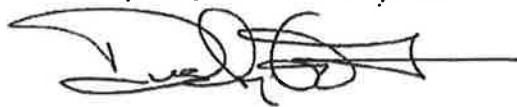
Re: Road Allowance Lease between NE $\frac{1}{4}$ -35-36-6 W5M and
SE $\frac{1}{4}$ -2-37-6 W5M

As landowners of the above property we request consideration to lease the Road Allowance between these two properties. The road allowance in question needs to be re-fenced and it would be easier to install one fence instead of two.

This road allowance is in a deep muskeg area for the west half. The extreme west end has been fenced to keep livestock out due to deep muskeg and the loss of livestock in this area in the past.

Thank you for your consideration.

Dusty Fay NE $\frac{1}{4}$ -35-35-6 W5



Branden Fay SE $\frac{1}{4}$ -2-37-6 W5



BY-LAW NO. 1012/16

A By-law of the Clearwater County, Province of Alberta, for the purpose of granting a permit for the temporary occupation or use of a road allowance in accordance with the Highway Traffic Act, Chapter H-7, Revised Statutes of Alberta, 1980, Section 16, 1, (Q).

WHEREAS, the lands hereafter described are no longer required for public travel and;

WHEREAS, application has been made to Council to have the highway temporarily occupied or used.

NOW, THEREFORE, be it resolved that the Clearwater County Council, in the Province of Alberta, does hereby authorize the following roadway for temporary occupation or use subject to rights of access granted by other legislation or regulations and relevant County Policy.

Between NE-35-36-6-W5M and SE-2-37-6-W5M (approximately 4.00 acres more or less)

Excepting thereout all mines and minerals.

READ A FIRST TIME this ____ day of _____ A.D., 2016

REEVE

CHIEF ADMINISTRATIVE OFFICER

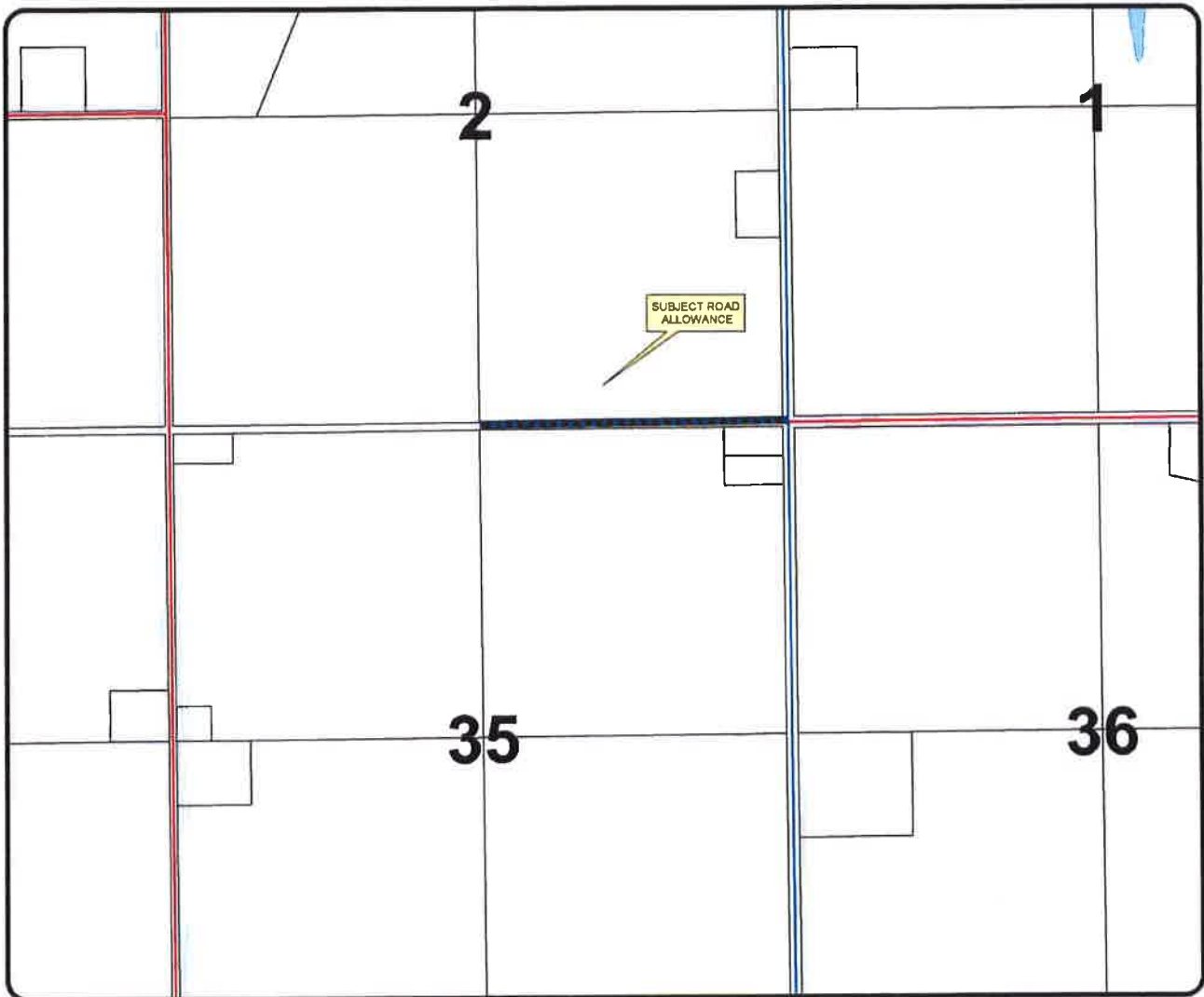
PUBLIC HEARING held this ____ day of _____, A.D., 2016

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

READ A THIRD AND FINAL TIME this ____ day of _____ A.D., 2016.

REEVE

CHIEF ADMINISTRATIVE OFFICER



**Application to Lease Road Allowance
Lease lying between N.E. 35-36-6 W5
and S.E. 2-37-6 W5
Dusty and Branden Fay
Approximately 4.00 Acres**



AGENDA ITEM

PROJECT: Bylaw 1013/16 Road Allowance License NW-21-39-4-W5M & NE-20-39-4-W5M		
PRESENTATION DATE: January 12, 2016		
DEPARTMENT: Public Works	WRITTEN BY: Charlene Johnson	REVIEWED BY: Marshall Morton/Ron Leaf
BUDGET IMPLICATION: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input checked="" type="checkbox"/> County Bylaw or Policy (cite): Permitting of Road Allowances		
STRATEGIC PLAN THEME: Managing our Growth	PRIORITY AREA: Planning	STRATEGIES: 1.1.1 Ensure appropriate land use planning for public infrastructure, rural subdivisions, hamlets and commercial and industrial lands.
ATTACHMENT(S): <ol style="list-style-type: none"> 1. Letter from Dwayne Bunch 2. Bylaw No. 1013/16 3. Map of requested road allowance area 		
RECOMMENDATION: That Council reviews and grants first reading for Bylaw 1012/16 to license the road allowance between NW-21-39-4-W5M & NE-20-39-4-W5M for haying purposes.		

BACKGROUND:

Dwayne Bunch is the owner of the quarter section at NE-20-39-4-W5M. He is requesting to license the road allowance on the eastern portion of the quarter for haying purposes.

Attached you will find the new Bylaw No 1013/16 pertaining to this request along with a request letter from Dwayne Bunch and a map of the requested road allowance.

D5

15 | 4+

Date: September 15, 2015

Re: Lease of Road Allowance 4-4

To: Clearwater County Council

Cc: Charlene Johnson

To whom it concerns,

I was wondering if Clearwater County would consider letting me lease the road allowance along the Eastern portion of my quarter section NE-20-039-04W5.

There is a large hill, and on the South side of the hill I have a small field that I am currently taking hay off of. This hay field is partly on the undeveloped road allowance that is RR-4-4 that runs North to South along the East side of my property. There is a small tributary that runs along the East side of the road allowance between my quarter and Earl and Karen Medin's quarter.

I have attached a cheque for \$100.00 dollars as well and would greatly appreciate your consideration of leasing me this portion of this road allowance.

Sincerely,



Dwayne Bunch

BY-LAW NO. 1013/16

A By-law of the Clearwater County, Province of Alberta, for the purpose of granting a permit for the temporary occupation or use of a road allowance in accordance with the Highway Traffic Act, Chapter H-7, Revised Statutes of Alberta, 1980, Section 16, 1, (Q).

WHEREAS, the lands hereafter described are no longer required for public travel and;

WHEREAS, application has been made to Council to have the highway temporarily occupied or used.

NOW, THEREFORE, be it resolved that the Clearwater County Council, in the Province of Alberta, does hereby authorize the following roadway for temporary occupation or use subject to rights of access granted by other legislation or regulations and relevant County Policy.

Between NW-21-39-4-W5M and NE-20-39-4-W5M (approximately 4.00 acres more or less)

Excepting thereout all mines and minerals.

READ A FIRST TIME this ____ day of _____ A.D., 2016

REEVE

CHIEF ADMINISTRATIVE OFFICER

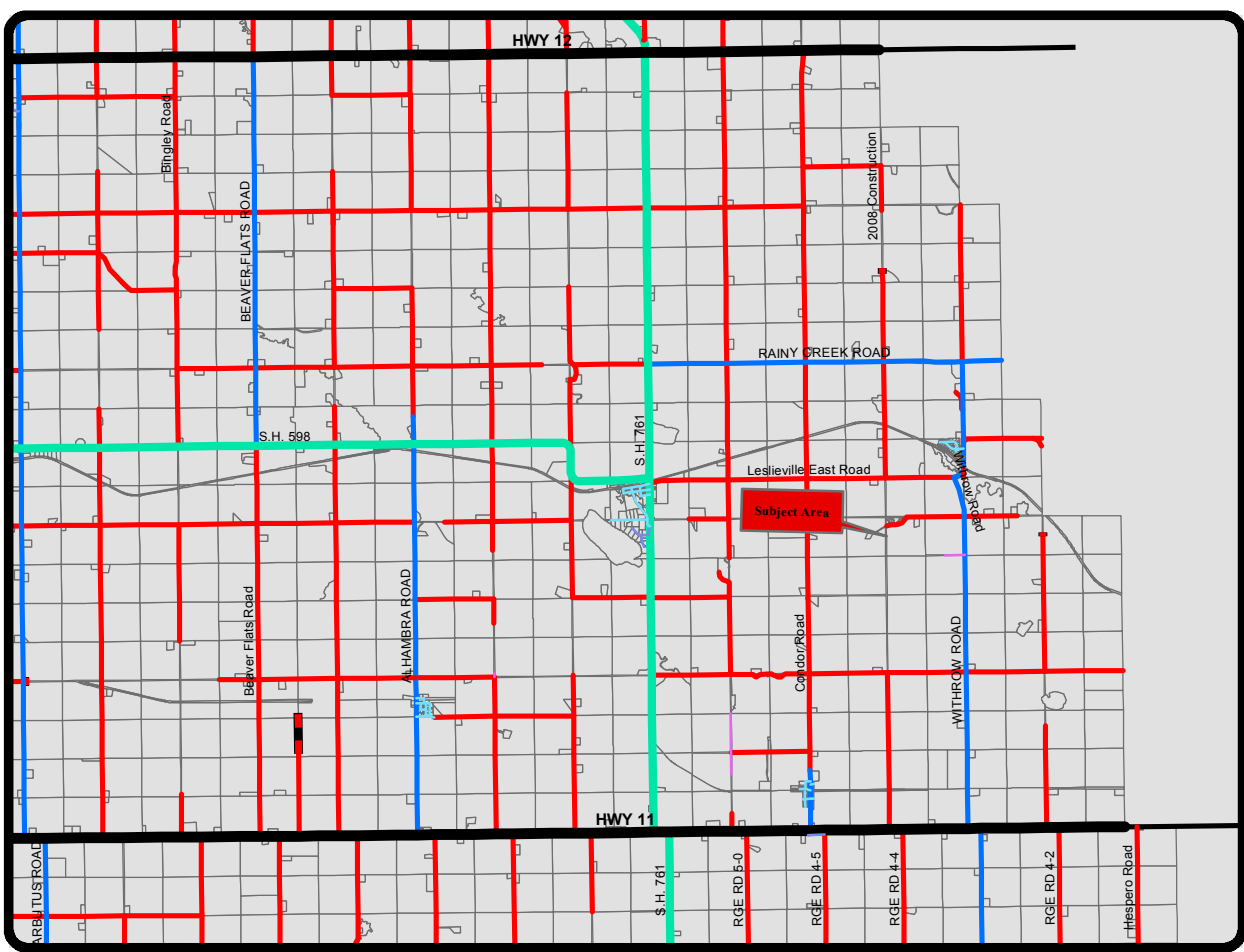
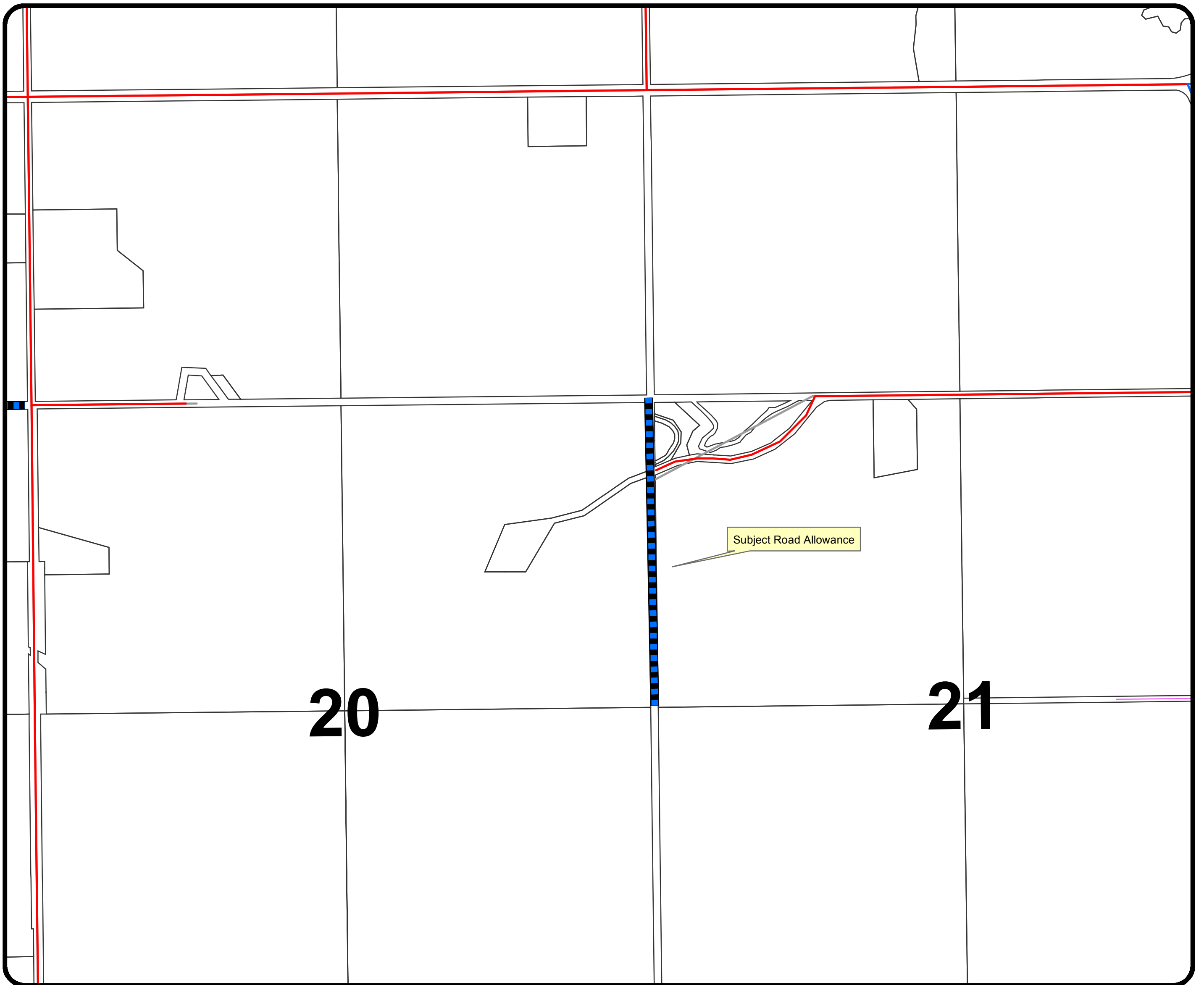
PUBLIC HEARING held this ____ day of _____, A.D., 2016

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

READ A THIRD AND FINAL TIME this ____ day of _____ A.D., 2016.

REEVE

CHIEF ADMINISTRATIVE OFFICER



**Application to Lease Road Allowance
Lease lying between NW-21-39-4-W5M
and NE 20-39-4-W5M
Dwayne Bunch
Approximately 4.00 Acres**



AGENDA ITEM

PROJECT: Nordegg Natural Gas Status		
PRESENTATION DATE: January 12, 2016		
DEPARTMENT: Planning & Development	WRITTEN BY: Rick Emmons	REVIEWED BY: Ron Leaf
BUDGET IMPLICATION: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy (cite) Bylaw: _____ Policy: _____		
STRATEGIC PLAN THEME: 1-Managing our Growth	PRIORITY AREA: 1.1 Plan for a well designed and built community.	STRATEGIES: 1.1.4 Partner with stakeholders to take sustain the natural beauty and environmental attributes through conservation, protection and enhancement.
ATTACHMENT(S): n/a		
RECOMMENDATION: For Council to accept the information as presented by Administration.		

BACKGROUND:

On December 23rd, 2015 a Nordegg resident emailed the area Councilor in regard to concerns with the Provincial Government's plans to shift towards renewable energy and remove the use of coal-fired electricity production. Although the resident states that in theory; they are for this move towards greener choices, the concern is that it needs to be affordable, thereby sustainable.

The legislative authority governing electrical utilities falls under the purview of the province, but Clearwater County could lobby through the AAMD&C once adequate details of the province's intentions are made known and if Clearwater County Council felt this was an issue. The subdivision on the north side of Hwy #11 currently has no access to natural gas; leaving oil, propane, or electricity as alternatives to heat their homes and cottages. Wood heat is a viable

option only for those residents who live there year round. A perspective could be taken that heating homes using wood fire, is no greener than using coal.

Rocky Gas Coop conducted a survey on Nordegg and the immediate surrounding area several years ago and found there was not enough interest to make a business case to pursue the venture further. Clearwater County was recently contacted by the Rocky Gas Coop and was informed of their intention to investigate the possibility again and see if a business case to supply natural gas to Nordegg could now be made. The possibility to supply natural gas to the West Country would largely depend on the amount of interest found from the residents in and around Nordegg.

Electrical rates are set by the Alberta Utilities Commission (AUC), which is an independent body from the Provincial Government. The Alberta Association of Municipal Districts & Counties (AAMD&C) has the opportunity to review rates and comment to the AUC prior to rates being implemented, so Clearwater County has the opportunity raise this concern through the AAMD&C but Administration would recommend waiting to see how the proposed change in coal fired electrical generation unfolds and how associated pricing might be affected in the near future (next year or two).



AGENDA ITEM

PROJECT: Bylaw 1011/16 Municipal Emergency Management		
PRESENTATION DATE: January 12, 2016		
DEPARTMENT: Community & Protective Services	WRITTEN BY: Ted Hickey	REVIEWED BY: Ron Leaf
BUDGET IMPLICATION: <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input type="checkbox"/> None <input checked="" type="checkbox"/> Provincial Legislation (cite) <input checked="" type="checkbox"/> County Bylaw or Policy (cite) Province of Alberta 2015Municipal Government Act Revised Statutes of Alberta 2000 Chapter M-26 Current as of July 1, 2015 Province of Alberta EMERGENCY MANAGEMENT ACT Revised Statutes of Alberta 2000 Chapter E-6.8 Current as of December 11, 2013 County Bylaw NO. 716/01 "Municipal Disaster Services By-law".		
STRATEGIC PLAN THEME: 2 Well Governed and Leading Organization 3 Community Well-Being	PRIORITY AREA: 2.1 Strategic management 2.2 Services Levels 2.5 Advocacy 2.6 Compliance 3.2 Safety	STRATEGIES: 2.1.1, 2.2.1, 2.2.3, 2.5.4, 2.6.1, 2.6.5, 3.2.1, 3.2.3
ATTACHMENT(S): 1. Province of Alberta Emergency Management Act Revised Statutes of Alberta 2000 Chapter E-6.8 Current as of December 11, 2013 2. Clearwater County Bylaw 716/01 3. Clearwater County Bylaw 1011/16 and Joint Emergency Management Agreement		
RECOMMENDATION: 1. That Council grants two (2) readings of Bylaw 1011/16 Municipal Emergency Management 2. That Council approves the attached updated <i>Joint Emergency Management Agreement</i> and authorizes the Reeve and CAO to sign.		

BACKGROUND:

Revisions to the Province of Alberta EMERGENCY MANAGEMENT ACT have occurred as of December 11, 2013.

Discussions and continued work with partnering municipalities comprising the Clearwater Regional Emergency Management Agency (CREMA) Committee have resulted in the development of a harmonized municipal bylaw and the *Joint Emergency Management Agreement* for use by all four municipalities.

Legal reviews have been completed in finalizing Bylaw 1011/16 “MUNICIPAL EMERGENCY MANAGEMENT BYLAW” and the *Joint Emergency Management Agreement*.

Bylaw 1011/16 “MUNICIPAL EMERGENCY MANAGEMENT BYLAW” and *Joint Emergency Management Agreement* are to be proposed to each municipal Council of the Clearwater County, the Town of Rocky Mountain House, the Village of Caroline, and the Summer Village of Burnstick Lake. At the time of this report:

- Melissa Beebe, CAO for the Village of Caroline have reported the revised Bylaw has been given 3 readings and Council provided direction to the Administration to complete the revised partnership agreement.
- The Town of Rocky Mountain House Council has given 2 readings to the revised Bylaw on January 4, 2016.
- No update from the Summer Village of Burnstick Lake has been received.

The updated *Joint Emergency Management Agreement* is attached to each municipality’s bylaw per the direction of the CREMA Committee during its last meeting.



Province of Alberta

EMERGENCY MANAGEMENT ACT

Revised Statutes of Alberta 2000
Chapter E-6.8

Current as of December 11, 2013

Office Consolidation

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*The year of first publication of the legal materials is to be completed.

Note

All persons making use of this consolidation are reminded that it has no legislative sanction, that amendments have been embodied for convenience of reference only. The official Statutes and Regulations should be consulted for all purposes of interpreting and applying the law.

Regulations

The following is a list of the regulations made under the *Emergency Management Act* that are filed as Alberta Regulations under the Regulations Act

Alta. Reg. *Amendments*

Emergency Management Act

Disaster Recovery51/94 196/2006
Government Emergency Management248/2007 112/2012

EMERGENCY MANAGEMENT ACT

Chapter E-6.8

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HER MAJESTY, by and with the advice and consent of the Legislative Assembly of Alberta, enacts as follows:

Definitions

- 1** In this Act,
- (a) "Agency" means the Alberta Emergency Management Agency referred to in section 3.1(1);
 - (a.1) "Cabinet Committee" means the committee of the Executive Council appointed under section 4;
 - (b) "declaration of a state of emergency" means an order of the Lieutenant Governor in Council under section 18;
 - (c) "declaration of a state of local emergency" means a resolution or order of a local authority under section 21;
 - (d) repealed 2007 c12 s3;
 - (e) "disaster" means an event that results in serious harm to the safety, health or welfare of people or in widespread damage to property;
 - (f) "emergency" means an event that requires prompt co-ordination of action or special regulation of persons or property to protect the safety, health or welfare of people or to limit damage to property;
 - (g) "local authority" means
 - (i) where a municipality has a council within the meaning of the *Municipal Government Act*, that council,
 - (ii) in the case of an improvement district, the Minister responsible for the *Municipal Government Act*,

- (iii) in the case of a special area, the Minister responsible for the *Special Areas Act*,
 - (iv) the settlement council of a settlement under the *Metis Settlements Act*,
 - (v) the park superintendent of a national park or the superintendent's delegate where an agreement is entered into with the Government of Canada under section 9(b) in which it is agreed that the park superintendent is a local authority for the purposes of this Act, or
 - (vi) the band council of an Indian band where an agreement is entered into with the Government of Canada under section 9(b) in which it is agreed that the band council is a local authority for the purposes of this Act;
- (g.1) "Managing Director" means the individual who holds the office of Managing Director of the Agency by virtue of an appointment under section 3.1(2), and includes any individual acting in that capacity;
- (h) "Minister" means the Minister determined under section 16 of the *Government Organization Act* as the Minister responsible for this Act;
- (i) "municipality" means the area comprising a municipality within the meaning of the *Municipal Government Act* or an improvement district or special area and includes
- (i) the settlement area of a settlement under the *Metis Settlements Act*,
 - (ii) the area comprising a national park where an agreement is entered into with the Government of Canada under section 9(b) in which it is agreed that the park superintendent is a local authority for the purposes of this Act, and
 - (iii) the area comprising an Indian reserve where an agreement is entered into with the Government of Canada under section 9(b) in which it is agreed that the band council is a local authority for the purposes of this Act.

RSA 2000 cD-13 s1;2002 c32 s5;2004 c30 s2;
2007 c12 s3

Crown bound

- 2** This Act binds the Crown.

1992 c31 s3

Proof of authorization

3 If the Minister authorizes a person to carry out a power or duty of the Minister under this Act as the Minister responsible for this Act or as a local authority and the authorization

- (a) is made in writing,
- (b) purports to be signed by the Minister responsible for the *Municipal Government Act* or the Minister responsible for the *Special Areas Act*, and
- (c) states that the person named in it is authorized under this section to carry out the power or duty set out in the written authorization,

that written authorization or a copy of it shall be admitted in evidence as proof, in the absence of evidence to the contrary, of that person's authorization to carry out the power or duty without proof of the signature or official character of the Minister.

RSA 2000 cD-13 s3;2007 c12 s4;2010 c5 s2

Part 1 Administration

Emergency Management Alberta Agency

3.1(1) There shall be a part of the public service of Alberta known as the "Alberta Emergency Management Agency".

(2) In accordance with the *Public Service Act*, there shall be appointed a Managing Director and such officers and employees of the Crown in right of Alberta as the Minister considers are required for the administration of the business and affairs of the Agency.

2007 c12 s5

Cabinet Committee

4 The Lieutenant Governor in Council may appoint a committee consisting of those members of the Executive Council whom the Lieutenant Governor in Council designates to advise on matters relating to emergencies and disasters.

RSA 1980 cD-36 s3

Advisory committees

5(1) The Minister may appoint committees as the Minister considers necessary or desirable to advise or assist the Minister, the Cabinet Committee or the Managing Director.

(2) The members of committees appointed under subsection (1) who are not officers or employees of the Crown, or officers or employees of an agency of the Crown, may be paid remuneration for their services and expenses at a rate or rates fixed by the Minister.

RSA 2000 cD-13 s5;2007 c12 s6

Regulations

6 The Lieutenant Governor in Council may make regulations

- (a) assigning responsibility to departments, boards, commissions or Crown agencies for the preparation or implementation of plans or arrangements or parts of plans or arrangements to deal with emergencies;
- (b) delegating any power or duty of the Minister or the Lieutenant Governor in Council under this Act except
 - (i) a power or duty of the Minister that has been delegated by the Minister,
 - (ii) the power to make regulations, and
 - (iii) the power to make an order declaring a state of emergency;
- (c) governing the assessment of damage or loss caused by a disaster and the payment of compensation for the damage or loss;
- (c.1) respecting the providing of funding for the reimbursement of costs incurred by local authorities and individuals in connection with measures taken to reduce or mitigate potential flood hazards, including, without limitation, regulations
 - (i) prescribing or describing the measures to be taken to reduce or mitigate potential flood hazards that are eligible for the reimbursement of costs, and
 - (ii) governing the procedures applicable to and the proof required for the reimbursement of costs;
- (c.2) respecting the filing and removal of caveats against titles to land in a flood fringe or floodway, as those terms are defined in the regulations, for which funding has been provided pursuant to a disaster recovery program administered under the regulations;

- (d) governing the sharing of costs incurred by the Government of Alberta or by a local authority in conducting emergency operations;
- (e) requiring persons
 - (i) who are engaged or may be engaged in any operation,
 - (ii) who are utilizing or may be utilizing any process,
 - (iii) who are using any property in any manner, or
 - (iv) on whose real property there exists or may exist any condition,

that may be or may create a hazard to persons or property, whether independently or as a result of some other event, to develop plans and programs in conjunction with local authorities to remedy or alleviate the hazard and to meet any emergency that might arise from the hazard;
- (f) governing the administration of the Disaster Relief Fund;
- (g) concerning any other matter or thing necessary for the administration of this Act and for which no specific provision is made in this Act.

RSA 2000 cD-13 s6;2002 c32 s5;2007 c12 s7;
2010 c5 s3;2013 c21 s1

Subrogation regulations

7(1) The Lieutenant Governor in Council may make regulations establishing that Her Majesty in right of Alberta has a right of subrogation with respect to

- (a) payments of compensation made by Her Majesty in right of Alberta for damage or loss caused by a disaster, or
- (b) payments made by Her Majesty in right of Alberta for the purpose of sharing costs incurred by a local authority in conducting emergency operations.

(2) The regulations under this section may define and describe the right of subrogation and may deal with any matter respecting the enforcement of or procedures relating to the right of subrogation.

(3) The regulations under this section may provide that the right of subrogation applies to payments made before November 15, 1993.

1993 c23 s3

8 Repealed 2011 c13 s3.

Powers of Minister

9 The Minister may

- (a) review and approve or require the modification of provincial and municipal emergency plans and programs;
- (b) enter into agreements with the Government of Canada or of any other province or territory or any agency of such a government, dealing with emergency plans and programs;
- (c) make surveys and studies of resources and facilities to maintain and provide information necessary for the effective preparation of emergency plans and programs;
- (d) make surveys and studies to identify and record actual and potential hazards that may cause emergencies;
- (e) make payments and grants, subject to any terms or conditions that the Minister may prescribe, to local authorities for the purposes of assisting in emergency preparedness and the provision of public safety programs;
- (f) enter into agreements with and make payments or grants, or both, to persons or organizations for the provision of services in the development or implementation of emergency plans or programs;
- (g) conduct public information programs relating to emergency preparedness for and the mitigation of disasters.

RSA 1980 cD-36 s6;1985 c22 s7;1992 c31 s5;1995 c34 s13

Ministerial orders

10(1) The Minister may, by order,

- (a) divide Alberta into various subdivisions for the purpose of organizing integrated emergency planning, training, assistance and emergency operations programs;
- (b) require local authorities of those municipalities located within a subdivision referred to in clause (a) to prepare integrated plans, procedures and mutual assistance programs to deal with emergencies and to submit them to the Managing Director for review;
- (c) establish procedures required for the prompt and efficient implementation of plans and programs to meet emergencies;

- (d) require a person to whom the order is directed and
 - (i) who is engaged or may be engaged in any operation,
 - (ii) who is utilizing or may be utilizing any process,
 - (iii) who is using any property in any manner, or
 - (iv) on whose real property there exists or may exist any condition,

that may be or may create a hazard to persons or property, whether independently or as a result of some other event, to develop plans and programs in conjunction with one or more local authorities to remedy or alleviate the hazard and to meet any emergency that might arise from the hazard.

(2) The *Regulations Act* does not apply to an order made under subsection (1).

RSA 2000 cD-13 s10;2002 c32 s5;2007 c12 s8

Municipal emergency organization

11 A local authority

- (a) shall, at all times, be responsible for the direction and control of the local authority's emergency response unless the Government assumes direction and control under section 18;
- (b) shall prepare and approve emergency plans and programs;
- (c) may enter into agreements with and make payments or grants, or both, to persons or organizations for the provision of services in the development or implementation of emergency plans or programs.

RSA 2000 cD-13 s11;2007 c12 s9;2010 c5 s4

Emergency advisory committee

11.1(1) Each local authority shall appoint an emergency advisory committee consisting of a member or members of the local authority or, in the case of an improvement district, a special area or a national park, a person or persons the local authority designates, to advise on the development of emergency plans and programs.

(2) The local authority shall provide for the payment of expenses of the members of the committee.

2010 c5 s4

Emergency management agency

11.2(1) A local authority shall maintain an emergency management agency to act as the agent of the local authority in exercising the local authority's powers and duties under this Act.

(2) There shall be a director of the emergency management agency, who shall

- (a) prepare and co-ordinate emergency plans and programs for the municipality,
- (b) act as director of emergency operations on behalf of the emergency management agency,
- (c) co-ordinate all emergency services and other resources used in an emergency, and
- (d) perform other duties as prescribed by the local authority.

(3) A local authority, except an improvement district, special area, national park or Indian reserve, may by bylaw that is not advertised borrow, levy, appropriate and expend all sums required for the operation of the emergency management agency.

(4) For greater certainty, an emergency management agency may be maintained by and may act as the agent of more than one local authority.

2010 c5 s4

Delegation by local authority

11.3(1) Without limiting section 9 of the *Government Organization Act*, a local authority may delegate the local authority's powers or duties under this Act to

- (a) a regional services commission established under the *Municipal Government Act* representing 2 or more local authorities if the regional services commission is authorized in its establishing regulation to exercise that power or duty;
- (b) if authorized by ministerial order, a joint committee representing 2 or more local authorities that is composed of one or more members appointed by each of the local authorities;
- (c) in the case of a summer village and if authorized by ministerial order, another local authority.

(2) Despite sections 21(1) and 23(1), a delegate of a local authority under subsection (1) that declares or terminates a local state of emergency shall do so by resolution.

Disaster Relief Fund

12(1) There is hereby established a Disaster Relief Fund into which may be deposited public donations for disaster relief in areas inside or outside Alberta.

(2) The Disaster Relief Fund shall be administered in accordance with the regulations by a committee called the “Disaster Relief Committee” consisting of those persons who are appointed to the committee by the Lieutenant Governor in Council.

(3) Members of the Disaster Relief Committee who are not officers or employees of the Crown, or officers or employees of an agency of the Crown, may be paid remuneration for their services and expense allowances at the rate fixed by the Lieutenant Governor in Council.

RSA 1980 cD-36 s10

Recovery of expenditures

13 When an expenditure with respect to a disaster is made by the Government within or for the benefit of a municipality, the local authority, other than a park superintendent or an Indian band council, shall, if so required by the Lieutenant Governor in Council, pay to the Minister the amount of the expenditure or the portion of it as may be specified in the order, at the times and on the terms as to the payment of interest and otherwise that the order may require.

RSA 2000 cD-13 s13;2006 c23 s23

Fees

14 The Minister may charge fees for any services or materials that are provided and any research that is carried out in respect of matters to which this Act pertains.

1985 c22 s12

15 and 16 Repealed 2010 c5 s5.

Offence

17 Any person who

- (a) contravenes this Act or the regulations, or
- (b) interferes with or obstructs any person in the carrying out of a power or duty under this Act or the regulations,

is guilty of an offence and liable to imprisonment for a term of not more than one year or to a fine of not more than \$10 000 or to both imprisonment and fine.

RSA 2000 cE-6.8 s17;2010 c5 s6

Confidentiality

17.1(1) Terms used in this section have the same meaning as is assigned to them in the *Freedom of Information and Protection of Privacy Act*.

(2) The *Freedom of Information and Protection of Privacy Act* does not apply in respect of information in a record that is in the possession of a public body where the information

- (a) is used or to be used for the purpose of preparing or administering a crisis management plan under a regulation under this Act, or
- (b) forms part of a crisis management plan under a regulation under this Act.

2002 c32 s5

Part 2 State of Emergency

Declaration of state of emergency

18(1) The Lieutenant Governor in Council may, at any time when the Lieutenant Governor in Council is satisfied that an emergency exists or may exist, make an order for a declaration of a state of emergency relating to all or any part of Alberta.

(2) A declaration of a state of emergency under subsection (1) must identify the nature of the emergency and the area of Alberta in which it exists.

(3) Immediately after the making of an order for a declaration of a state of emergency, the Minister shall cause the details of the declaration to be published by any means of communication that the Minister considers is most likely to make known to the majority of the population of the area affected the contents of the declaration.

(4) Unless continued by a resolution of the Legislative Assembly, an order under subsection (1) expires at the earlier of the following:

- (a) at the end of 28 days, but if the order is in respect of a pandemic influenza, at the end of 90 days;

- (b) when the order is terminated by the Lieutenant Governor in Council.

(5) Repealed 2010 c5 s7.

(5.1) Unless otherwise provided for in the order for a declaration of a state of emergency, where

- (a) an order for a declaration of a state of emergency is made, and
- (b) there is a conflict between this Act or a regulation made under this Act and any other Act or regulation, other than the *Alberta Bill of Rights* or the *Alberta Human Rights Act* or a regulation made under either of those Acts,

during the time that the order is in effect, this Act and the regulations made under this Act shall prevail in Alberta or that part of Alberta in respect of which the order was made.

(6) The *Regulations Act* does not apply to an order made under subsection (1).

RSA 2000 cD-13 s18;2007 c23 s1;2009 c26 s34;2010 c5 s7;
2011 c13 s3;2013 c21 s1

Powers of Minister in emergency

19(1) On the making of the declaration and for the duration of the state of emergency, the Minister may do all acts and take all necessary proceedings including the following:

- (a) put into operation an emergency plan or program;
- (b) authorize or require a local authority to put into effect an emergency plan or program for the municipality;
- (c) acquire or utilize any real or personal property considered necessary to prevent, combat or alleviate the effects of an emergency or disaster;
- (d) authorize or require any qualified person to render aid of a type the person is qualified to provide;
- (e) control or prohibit travel to or from any area of Alberta;
- (f) provide for the restoration of essential facilities and the distribution of essential supplies and provide, maintain and co-ordinate emergency medical, welfare and other essential services in any part of Alberta;

- (g) cause the evacuation of persons and the removal of livestock and personal property from any area of Alberta that is or may be affected by a disaster and make arrangements for the adequate care and protection of those persons or livestock and of the personal property;
- (h) authorize the entry into any building or on any land, without warrant, by any person in the course of implementing an emergency plan or program;
- (i) cause the demolition or removal of any trees, structures or crops if the demolition or removal is necessary or appropriate in order to reach the scene of a disaster, or to attempt to forestall its occurrence or to combat its progress;
- (j) procure or fix prices for food, clothing, fuel, equipment, medical supplies, or other essential supplies and the use of any property, services, resources or equipment within any part of Alberta for the duration of the state of emergency;
- (k) authorize the conscription of persons needed to meet an emergency.

(2) As it relates to the acquisition of real property, subsection (1)(c) does not apply to real property located within a national park or an Indian reserve.

(3) If the Minister acquires or utilizes real or personal property under subsection (1) or if any real or personal property is damaged or destroyed due to an action of the Minister in preventing, combating or alleviating the effects of an emergency or disaster, the Minister shall cause compensation to be paid for it.

(4) The Lieutenant Governor in Council may make regulations in respect of any matter mentioned in subsection (1).

(5) On the making of an order under section 18(1), the Managing Director or some other person whom the Minister appoints is responsible for the co-ordination and implementation of any or all necessary plans or programs prepared pursuant to this Act and all persons and agencies involved in the implementation are subject to the control and direction of the Managing Director or other person appointed.

RSA 2000 cD-13 s19;2007 c12 s11;2010 c5 s8

Termination of state of emergency

20(1) When, in the opinion of the Lieutenant Governor in Council, an emergency no longer exists in an area in relation to which a declaration of a state of emergency was made, the Lieutenant

Governor in Council shall make an order terminating the declaration of a state of emergency in respect of that area.

(2) Immediately after an order is made under subsection (1), the Minister shall cause the details of the termination to be published by any means of communication that the Minister considers is most likely to make known to the majority of the population of the area affected the contents of the termination order.

RSA 1980 cD-36 s17

Declaration of state of local emergency

21(1) A local authority may, at any time when it is satisfied that an emergency exists or may exist in its municipality, by resolution or, in the case of the Minister responsible for the *Municipal Government Act*, the Minister responsible for the *Special Areas Act* or a park superintendent of a national park, by order, make a declaration of a state of local emergency relating to all or any part of the municipality.

(2) A declaration of a state of local emergency under subsection (1) must identify the nature of the emergency and the area of the municipality in which it exists.

(3) Immediately after the making of a resolution for a declaration of a state of local emergency, the local authority shall cause the details of the declaration to be published by any means of communication that it considers is most likely to make known to the population of the area of the municipality affected the contents of the declaration.

(4) Repealed 2010 c5 s9.

RSA 2000 cE-6.8 s21;2010 c5 s9

Cancellation of declaration of state of local emergency

22(1) The local authority shall forthwith on making a declaration of a state of local emergency forward a copy of the declaration to the Minister.

(2) The Minister may cancel the declaration of a state of local emergency at any time the Minister considers appropriate in the circumstances.

(3) A declaration of a state of local emergency ceases to be of any force or effect on the making of an order for a state of emergency by the Lieutenant Governor in Council relating to the same area of the municipality.

(4) A declaration of a state of local emergency lapses 7 days after its making by the local authority unless it is earlier cancelled by the

Minister or terminated by the local authority or unless it is renewed by the local authority.

(5) This section and section 21(3) apply to any renewal of a state of local emergency.

RSA 1980 cD-36 s19

Termination of declaration of state of local emergency

23(1) When, in the opinion of the local authority, an emergency no longer exists in an area of the municipality in relation to which a declaration of a state of local emergency was made, it shall by resolution or, in the case of the Minister responsible for the *Municipal Government Act*, the Minister responsible for the *Special Areas Act* or a park superintendent of a national park, by order, terminate the declaration of a state of local emergency in respect of that area.

(2) Immediately after

- (a) the passage of a resolution or order terminating a declaration under subsection (1),
- (b) the cancellation by the Minister of a declaration of a state of local emergency, or
- (c) the termination by lapse of time of a declaration of a state of local emergency,

the local authority shall cause the details of the declaration or cancellation or the fact of the termination by lapse of time to be published by any means of communication that it considers is most likely to make known to the majority of the population of the area affected the contents of the declaration or cancellation or the fact of the termination.

RSA 1980 cD-36 s20;1985 c22 s18

Notice provisions do not apply

23.1 Where the sole purpose of a meeting of a local authority is to pass a resolution referred to in section 21(1) or 23(1), the notice requirements in sections 194 to 196 of the *Municipal Government Act* do not apply.

2002 c32 s5

Powers of local authority

24(1) On the making of a declaration of a state of local emergency and for the duration of the state of local emergency, the local authority may do all acts and take all necessary proceedings including the following:

- (a) cause any emergency plan or program to be put into operation;
- (b) exercise any power given to the Minister under section 19(1) in relation to the part of the municipality affected by the declaration;
- (c) authorize any persons at any time to exercise, in the operation of an emergency plan or program, any power given to the Minister under section 19(1) in relation to any part of the municipality affected by a declaration of a state of local emergency.

(1.1) If the local authority acquires or utilizes real or personal property under subsection (1) or if any real or personal property is damaged or destroyed due to an action of the local authority in preventing, combating or alleviating the effects of an emergency or disaster, the local authority shall cause compensation to be paid for it.

(2) A local authority, except the local authority of an improvement district, special area, national park or Indian reserve, may, during or within 60 days after the state of local emergency, by bylaw that is not advertised but is approved by the Minister responsible for the *Municipal Government Act*, borrow any money necessary to pay expenses caused by the emergency including payment for services provided by the Government of Alberta or by the Government of Canada when the services were provided at the request of the local authority.

(3) In the case of an improvement district, the Minister responsible for the *Municipal Government Act* and in the case of a special area, the Minister responsible for the *Special Areas Act* may, during or within 60 days after the state of local emergency, borrow any money necessary to pay expenses caused by the emergency including payment for services provided by the Government of Alberta or by the Government of Canada when the services were provided at the request of the Minister responsible for the *Municipal Government Act* or the Minister responsible for the *Special Areas Act*, as the case may be.

RSA 2000 cE-6.8 s24;2010 c5 s10

Dispute re compensation

25 If any dispute arises concerning the amount of compensation payable under this Act, the matter shall be determined by arbitration and the *Arbitration Act* applies.

RSA 1980 cD-36 s22

Conscript's employment

26 A person's employment shall not be terminated by reason only that the person is conscripted pursuant to section 19(1) or 24(1).

1992 c31 s10

Part 3

Liability Protection for Emergency Service Providers

Minister

27 No action lies against the Minister or a person acting under the Minister's direction or authorization for anything done or omitted to be done in good faith while carrying out a power or duty under this Act or the regulations.

2010 c5 s11

Local authority

28 No action lies against a local authority or a person acting under the local authority's direction or authorization for anything done or omitted to be done in good faith while carrying out a power or duty under this Act or the regulations during a state of local emergency.


2010 c5 s11

Search and rescue organization

29 No action in negligence lies against a search and rescue organization, the directors of that organization or a person acting under the direction or authorization of that organization for anything done or omitted to be done in good faith while acting under an agreement between that organization and the Minister.

2010 c5 s11



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BY LAW NO. 716/01

**A BY-LAW OF CLEARWATER COUNTY
IN THE PROVINCE OF ALBERTA
TO ESTABLISH A MUNICIPAL DISASTER SERVICES AGENCY**

WHEREAS the Council of Clearwater County is responsible for the direction and control of its emergency response and is required, under the Disaster Services Act, Chapter D-36, Revised Statutes of Alberta 1980, to appoint a Disaster Services Committee, to establish and maintain a Municipal Disaster Services Agency, to appoint a Director of the Municipal Disaster Services Agency; and to prepare and approve emergency plans and programs; and,

WHEREAS it is desirable in the public interest, and in the interests of public safety, that such a Committee be appointed; that such an Agency be established; that a Director for the Agency be appointed; and, that a Disaster Plan be approved;

NOW, THEREFORE, THE COUNCIL OF CLEARWATER COUNTY OF THE PROVINCE OF ALBERTA . DULY ASSEMBLED, ENACTS AS FOLLOWS;

This By-law may be cited as the "Municipal Disaster Services By-law".

2. In this By-law,
 - (a) "Act" means the Disaster Services Act, Chapter D-36, Revised Statutes of Alberta 1980; .
 - (b) "Council" means the Council of Clearwater County;
 - (c) "Director of Emergency Management" has the same meaning as Director of Disaster Services as defined in the Act, and other municipal bylaws.
 - (d) "disaster" means an event that has resulted or may result in serious harm to the safety, health or welfare of people, or in widespread damage to property;
 - (e) "Disaster/Emergency Services Committee" means the committee established under this By-law and authorized to declare, renew, or terminate a state of local emergency;
 - (f) "emergency" means a present or imminent event that requires prompt coordination of action or special regulation of persons or property to protect the health, safety or welfare of people or to limit damage to property;
 - (g) "Emergency Management Agency Committee" means the advisory committee established under this Bylaw;
 - (h) "Minister" means the Minister charged with administration of the Act;
 - (i) "Clearwater Emergency Management Agency" means the agency established under this By-law to act as the agent of Council to carry out its statutory powers and obligations under the Act;
 - (j) "Clearwater Emergency Management Plan" means the emergency plan prepared by the Director of Emergency Planning to co-ordinate response to an emergency or disaster.
3. There is hereby established the Emergency Management Agency Committee which is to advise Council on the development and approval of emergency plans and programs.
4. There is hereby established the Clearwater Emergency Management Agency (CEMA) authorized to act as the agent of Council to carry out its statutory powers and obligations under the Act. This does not include the power to declare, renew, or terminate a state of local emergency.

5. Council:
 - (a) shall by resolution, appoint from its members, persons to serve on the Emergency Management Agency Committee;
 - (b) authorizes payment of expenses of the members of the Emergency Management Agency Committee which shall be in accordance with Council policy;
 - (c) shall ensure that emergency plans and programs are prepared and reviewed to address potential emergencies or disasters in Clearwater County;
 - (d) shall approve the Clearwater County's emergency plans and programs; and
 - (e) shall review the status of the Clearwater Emergency Management Plan and related plans and programs at least once each year.
6. Council may
 - (a) by By-law borrow, levy, appropriate and expend, without the consent of the electors, all sums required for the operation of the Clearwater Emergency Management Agency; and
 - (b) enter into agreements with and make payments or grants, or both, to persons or organizations for the provision of services in the development or implementation of emergency plans or programs, including mutual aid plans and programs.
7. The Clearwater Emergency Management Agency shall
 - (a) review the Clearwater Emergency Management Plan and related plans and programs on a regular basis; and
 - (b) advise Council, through the Emergency Management Agency Committee, on the status of the Clearwater Emergency Management Plan and related plans and programs at least once each year.
8. The Clearwater Emergency Management Agency shall be comprised of one or more of the following:
 - (a) the Director of Emergency Management;
 - (b) the Deputy Director of Emergency Management;
 - (c) the Manager, Assistant Manager, or other administrative staff members of the County;
 - (d) the Public Works Superintendent, or designate
 - (e) the Regional Fire Chief or designate;
 - (f) anybody else who might serve a useful purpose in the preparation or implementation of the Clearwater Emergency Management Plan.
9. The Director of Emergency Management shall:
 - (a) prepare and co-ordinate the Clearwater Emergency Management Plan and related plans and programs for the County;
 - (b) act as director of emergency operations, or ensure that someone is designated under the Clearwater Emergency Management Plan to so act, on behalf of the Clearwater Emergency Management Agency; and

- (c) co-ordinate all emergency services and other resources used in an emergency; or
 - (d) ensure that someone is designated to discharge the responsibilities specified in paragraphs (a), (b), and (c).
10. The power to declare or renew a state of local emergency under the Act, the powers specified in Section 12 of this By-law, and the requirement specified in Section 15 of this By-law, are hereby delegated to the Disaster/Emergency Committee, which is comprised of all members of Council, any member of which may at any time when he or she is satisfied that an emergency exists, or may exist, make a declaration of a state of local emergency.
11. When a state of local emergency is declared, the person or persons making the declaration shall:
- (a) ensure that the declaration identifies the nature of the emergency and the area of the in which it exists;
 - (b) cause the details of the declaration to be published immediately by such means of communication considered most likely to notify the population of the area affected; and
 - (c) cause a copy of the declaration to be forwarded the Minister forthwith.
12. Subject to Section 15, when a state of local emergency is declared the Clearwater Emergency Management Agency may:
- (a) cause the Clearwater Emergency Management Plan or any related plans or programs to be put into operation;
 - (b) acquire or utilize any real or personal property considered necessary to prevent, combat or alleviate the effects of an emergency or disaster;
 - (c) authorize or require any qualified person to render aid of a type he or she is qualified to provide;
 - (d) control or prohibit travel to or from any area of the municipality;
 - (e) provide for the restoration of essential facilities and the distribution of essential supplies and provide, maintain and co-ordinate emergency medical, welfare and other essential services-in any part of the municipality;
 - (f) cause the evacuation of persons and the removal of livestock and personal property from any area of the that is or may be affected by a disaster and make arrangements for the adequate care and protection of those persons or livestock and of the personal property;
 - (g) authorize the entry into any building or on any land, without warrant, by any person in the course of implementing an emergency plan or program;
 - (h) cause the demolition or removal of any trees, structures or crops if the demolition or removal is necessary or appropriate in order to reach the scene of a disaster, or to attempt to forestall its occurrence or to combat its progress;
 - (i) procure or fix prices for food, clothing, fuel, equipment, medical supplies, or other essential supplies and the use of any property, services, resources or equipment within the for the duration of the state of emergency;
 - (j) authorize the conscription of persons needed to meet an emergency; and
 - (k) authorize any persons at any time to exercise, in the operation of the Clearwater Emergency Management Plan and related plans or programs, any power specified in Paragraphs (b) through (j) in relation to any part of the municipality affected by a declaration of a state of local emergency.

- 13. When a state of local emergency is declared,
 - (a) neither Council nor any member of Council, and
 - (b) no person appointed by Council to carry out measures relating to emergencies or disasters, is liable in respect of damage caused through any action taken under this By-law, nor are they subject to any proceedings by prohibition, certiorari, mandamus or injunction,

- 14. Notwithstanding Section 13,
 - (a) Council and any member of Council, and
 - (b) any person acting under the direction or authorization of Council,
 is liable for gross negligence in carrying out their duties under this By-law.

- 15. When, in the opinion of the person or persons declaring the state of local emergency, an emergency no longer exists in relation to which the declaration was made, they shall, by resolution, terminate the declaration.

- 16. A declaration of a state of local emergency is considered terminated and ceases to be of any force or effect when
 - (a) a resolution is passed under Section 15;
 - (b) a period of seven days has lapsed since it was declared, unless it is renewed by resolution;
 - (c) the Lieutenant Governor in Council makes an order for a state of emergency under the Act, relating to the same area; or
 - (d) the Minister cancels the state of local emergency.

- 17. When a declaration of a state of local emergency has been terminated, the person or persons who authorized the termination shall cause the details of the termination to be published immediately by such means of communication considered most likely to notify the population of the area affected.

- 18. Bylaw No. 635/99 and Bylaw No. 14 are hereby rescinded.

This Bylaw comes into force on the day it is finally passed.

Read a first time this day of , A.D., 2001 ,

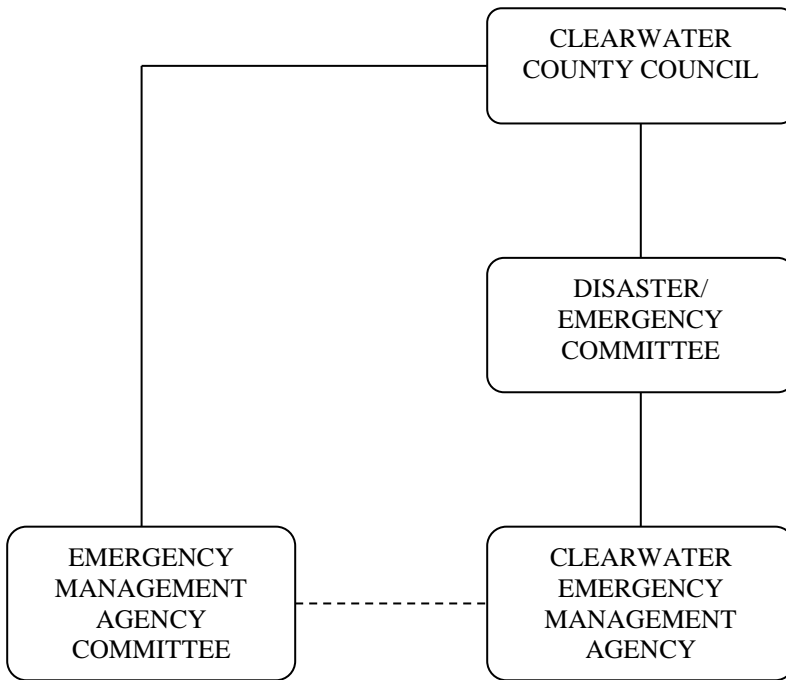
Read a second time this day of A.D., 2001,

Read a third time and finally passed this day of , A.D., 2001.

REEVE

MANAGER

MUNICIPAL DISASTER SERVICES AGENCY
FLOWCHART



BYLAW NO. BYLAW 1011/16

A BYLAW OF CLEARWATER COUNTY IN THE PROVINCE OF ALBERTA

"MUNICIPAL EMERGENCY MANAGEMENT BYLAW"

WHEREAS the Council of Clearwater County is responsible for the direction and control of its emergency response and is required, under the *Emergency Management Act*, R.S.A. 2000, c. E-6.8, to appoint an emergency advisory committee and to establish and maintain an emergency management agency; and

AND WHEREAS, Clearwater County, the Town of Rocky Mountain House, the Village of Caroline and the Summer Village of Burnstick Lake have agreed to appoint a regional Emergency Advisory Committee and to establish and maintain a regional Emergency Management Agency.

NOW, THEREFORE, THE COUNCIL OF CLEARWATER COUNTY, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACT AS FOLLOWS:

PART I – PURPOSE AND DEFINITIONS

1. This Bylaw may be cited as the Municipal Emergency Management Bylaw.
2. The purpose of this Bylaw is to provide for the direction and control of the County's emergency plans and procedures under the *Emergency Management Act*.
3. In this Bylaw,
 - a) "Act" means the *Emergency Management Act*, R.S.A. 2000, c. E-6.8;
 - b) "Chief Administrative Officer" means the individual appointed as chief administrative officer of the County;
 - c) "Council" or "Councils" means one or more of the councils of Clearwater County, the Town of Rocky Mountain House, the Village of Caroline and the Summer Village of Burnstick Lake;
 - d) "Deputy Director" means the person appointed as a deputy director of the Emergency Management Agency under this Bylaw;
 - e) "Director" means the regional director of the Emergency Management Agency under this Bylaw;
 - f) "Disaster" means an event that has resulted or may result in serious harm to the safety, health or welfare of people, or in widespread damage to property;

- g) "Emergency" means a present or imminent event that requires prompt coordination of action or special regulation of persons or property to protect the health, safety or welfare of people or to limit damage to property;
- h) "Emergency Advisory Committee" means the regional committee appointed as the County's emergency advisory committee under this Bylaw;
- i) "Emergency Management Agency" means the regional agency appointed as the County's emergency management agency under this Bylaw;
- j) "Minister" means the Minister charged with administration of the Act; and
- k) "Municipal Emergency Plan" means a plan or program providing for the response to an Emergency or a Disaster, as contemplated under the Act, and "Municipal Emergency Plans" means two or more of such plans or programs, in each case for one or more of Clearwater County, the Town of Rocky Mountain House, the Village of Caroline and the Summer Village of Burnstick Lake.

PART II - EMERGENCY MANAGEMENT AGENCY

- 4. The agency known as the "Clearwater Regional Emergency Management Agency" is established and is hereby appointed as the County's Emergency Management Agency.
- 5. The position of the Director shall be held by the individual appointed by the Regional Emergency Management Agency Committee.
- 6. The purpose of the Emergency Management Agency is to act as the agent of Council in exercising Council's powers and duties under the Act. This does not include the power to declare, renew or terminate a state of local emergency.
- 7. The County representatives that will serve on the Emergency Management Agency shall include:
 - a) The Regional Director of Emergency Management or designate;
 - b) The Chief Administrative Officer or designate;
 - c) The local detachment commander, R.C.M. Police or designate;
 - d) The Clearwater Regional Fire Rescue Service Fire Chief or designate;
 - e) The Director of Public Works of Clearwater County or designate;

- f) Any other municipal employee requested by the Director of Emergency Management and approved by the Clearwater County's Chief Administration Officer.
8. In addition to the members appointed to the Emergency Management Agency under section 7, other organizations may be invited by the Director to nominate representatives to serve as members of the Emergency Management Agency, including:
- a) utility companies;
 - b) health agencies;
 - c) service organizations; and
 - d) any other agency or organization that, in the opinion of the Director, may assist in the preparation or implementation of the Municipal Emergency Plan.
9. The Director shall:
- a) prepare and coordinate the Municipal Emergency Plan and related plans and programs for Clearwater County;
 - b) act as director of emergency operations under the Municipal Emergency Plan on behalf of the Emergency Management Agency;
 - c) authorize and coordinate all emergency services and other resources required during an Emergency; and
 - d) delegate duties and tasks as necessary to ensure conformance with paragraphs (a), (b), and (c).
10. The Director may:
- a) conduct public information programs relating to emergency preparedness; and
 - b) provide training for agency members, elected officials, the public, municipal staff, mutual aid responders and volunteers.
11. The Director may delegate any of the Director's duties and functions under this Bylaw.

PART III - EMERGENCY ADVISORY COMMITTEE

12. The committee known as the "Clearwater Regional Emergency Advisory Committee" is established and is hereby appointed as the County's Emergency Advisory Committee.

13. The purpose of the Emergency Advisory Committee is to review the Municipal Emergency Plans and related plans and programs on a regular basis and advise Council on the development of the Municipal Emergency Plans and related plans and programs at least once a year.
14. The County's representatives on the Emergency Advisory Committee shall be the Reeve, the Deputy Reeve and one (1) Councilor.
15. At the first meeting of each calendar year, the Emergency Advisory Committee shall appoint a chairperson and vice-chairperson from among its members.
16. Meetings of the Emergency Advisory Committee may be called at the request of the chairperson or at the request of any three members of the Emergency Advisory Committee on no less than 24 hours' notice to the members of the Committee and to the public.

PART IV – POWERS AND DUTIES OF COUNCIL

17. Council shall:
 - a) provide for the payment of expenses of the members of the Emergency Advisory Committee, the Director and the Emergency Management Agency in accordance with County policy;
 - b) ensure that emergency plans and programs are prepared to address potential Emergencies or Disasters in Clearwater County;
 - c) approve Clearwater County's emergency plans and programs, including the Municipal Emergency Plan; and
 - d) review the status of the Municipal Emergency Plan and related plans and programs at least once each year.
18. Council may:
 - a) by bylaw, borrow, in accordance with the Act, levy, appropriate and expend, without the consent of the electors, all sums required for the operation of the Emergency Management Agency;
 - b) enter into agreements with and make payments or grants, or both, to persons or organizations for the provision of services in the development or implementation of emergency plans or programs, including mutual aid agreements and/or regional plans and programs;

- c) by resolution, on the recommendation of the Emergency Management Agency, appoint one or more Deputy Directors;
- d) by resolution, on the recommendation of the Emergency Advisory Committee, appoint the Chief Administrative Officer to serve on the Emergency Advisory Committee; and
- e) by resolution, on the recommendation of the Emergency Advisory Committee, appoint the Director to serve on the Emergency Advisory Committee.
- f) Include the Joint Emergency Management Agreement as Appendix "A".

PART V – STATE OF LOCAL EMERGENCY

- 19. The power to declare or renew a state of local emergency under the Act is hereby delegated to a Council committee known as the Clearwater County Emergency Management Committee comprised of "3" members of Council. The Clearwater County Emergency Management Committee may, by resolution, at any time when it is satisfied that an Emergency exists or may exist within the County, declare a state of local emergency for the County in accordance with the Act. In the event that the less than two (2) Council Committee members are unavailable, any one (1) members of Council Committee are given the same authority to declare a state of local emergency within the County.
- 20. When a state of local emergency is declared, the persons making the declaration must:
 - a) ensure that the declaration identifies the nature of the Emergency and the area of the County in which it exists;
 - b) cause the details of the declaration to be published immediately by such means of communication considered most likely to notify the population of the area affected;
 - c) notify the Emergency Management Agency as soon as reasonably practicable; and
 - d) ensure a copy of the declaration is forwarded to the Minister forthwith.
- 21. When a state of local emergency is declared, the Clearwater County Emergency Management Committee is authorized to cause the Municipal Emergency Plan or any related plans or programs to be put into operation, if not already in operation, and to exercise the powers given to Council under Section 24 of the Act.
- 22. When, in the opinion of the Clearwater County Emergency Management Committee an Emergency no longer exists in the area of Clearwater County in relation to which

the declaration of a state of local emergency was made, the Clearwater County Emergency Management Committee shall, by resolution, terminate the declaration.

23. A declaration of a state of local emergency is considered terminated and ceases to be of any force or effect when:
- a) a resolution is passed under Section 23
 - b) a period of seven days has lapsed since it was declared, unless it is renewed by resolution of the Clearwater County Emergency Management Committee;
 - c) the Lieutenant Governor in Council makes an order for a state of emergency under the Act, relating to the same area; or
 - d) the Minister cancels the state of local emergency.
24. When a declaration of a state of local emergency has been terminated, the person(s) who made the declaration shall cause the details of the termination to be published immediately by such means of communication considered most likely to notify the population of the affected area.

PART VI - LIABILITY

25. No action lies against:
- a) any Council or any individual councilor;
 - b) the Emergency Management Agency or any member thereof;
 - c) the Emergency Advisory Committee or any member thereof;
 - d) the Director; or
 - e) any other person directed or authorized to carry out measures relating to a state of local emergency;

for anything done or omitted to be done in good faith while carrying out a power or duty under this Bylaw.

PART VII – GENERAL

26. Bylaw No. 716/01 as amended is repealed.
27. This Bylaw comes into force on the day it is finally passed.

Read a first time this _____ day of _____, A.D. 2016

Read a second time this _____ day of _____, 2016

Read a third time and finally passed this _____ day of _____, 2016

REEVE

CHIEF ADMINISTRATIVE OFFICER

JOINT EMERGENCY MANAGEMENT AGREEMENT

THE TOWN OF ROCKY MOUNTAIN HOUSE

-and-

THE VILLAGE OF CAROLINE

-and-

SUMMER VILLAGE OF BURNSTICK LAKE

-and-

CLEARWATER COUNTY

THIS AGREEMENT made this ____ day of _____, 2016.

BETWEEN:

THE TOWN OF ROCKY MOUNTAIN HOUSE

In the Province of Alberta (hereinafter referred to as the "**Town**")

-and-

THE VILLAGE OF CAROLINE

In the Province of Alberta (hereinafter referred to as the "**Village**")

-and-

SUMMER VILLAGE OF BURNSTICK LAKE

In the Province of Alberta (hereinafter referred to as the "**Summer Village**")

-and-

CLEARWATER COUNTY

In the Province of Alberta (hereinafter referred to as the "**County**")

APPENDIX "A"**JOINT EMERGENCY MANAGEMENT AGREEMENT****WHEREAS:**

- A.** The Parties are committed to participating and cooperating in the planning, development and execution of Emergency Planning and Municipal Emergency Plans;
- B.** Pursuant to the EMA, each of the Parties:
- (1)** are at all times responsible for the direction and control of the Party's emergency response, unless the Province assumes direction and control under the EMA;
 - (2)** must prepare and approve a Municipal Emergency Plan;
 - (3)** may enter into agreements with and make payments or grants, or both, to persons or organizations for the provision of services in the development or implementation of Municipal Emergency Plans;
 - (4)** must maintain an emergency management agency to act as the agent of the Party in exercising the Party's powers and duties under this Act;
 - (5)** must appoint a director of the emergency management agency to prepare and coordinate Municipal Emergency Plans, act as director of emergency operations, coordinate all emergency services and other resources used in an emergency, and perform other duties prescribed by the Parties;
- C.** Pursuant to the EMA, an emergency management agency may be maintained by and may act as the agent of more than one local authority;
- D.** The Parties hereto jointly appoint:
- (1)** The Clearwater Regional Emergency Management Agency ("CREMA") as the emergency management agency for each of the Parties in accordance with Section 11.2 of the EMA;
 - (2)** an individual to fulfill the duties of Regional Director of Emergency Management, who shall be the director of the appointed emergency management agency as contemplated within Section 11.2 of the EMA;

- (3) the Committee to advise each of the Parties on the development of emergency plans and programs as contemplated within Section 11.1 of the EMA;

and in each case as further contemplated within this Agreement;

- (4) The Parties agree to provide resources for the Regional Director of Emergency Management position and for the Committee to carry out the assigned powers and duties as contemplated within the EMA and this Agreement; and
- (5) The Parties have agreed that it would be of general benefit to the Parties to develop and undertake emergency management and planning in the manner set forth within this Agreement.

NOW THEREFORE in consideration of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 Definitions

All capitalized terms used throughout this Agreement shall have the following meanings, unless otherwise specifically defined:

- (a) "**Agreement**" means this Emergency Management Agreement, together with all schedules attached hereto;
- (b) "**Disaster**" means an event that has resulted or may result in serious harm to the safety, health or welfare of people, or in widespread damage to property;
- (c) "**Dispute Resolution Procedure**" means that procedure for the resolution of disputes between the Parties contained within **Schedule "A"** attached hereto;
- (d) "**Committee**" means the regional emergency advisory committee, as contemplated within the EMA, appointed by the Parties under this Agreement, being the Clearwater Regional Emergency Advisory Committee;
- (e) "**Contractors**" means all those third parties contracted by the Parties for the purpose of carrying out all or any portion of the Emergency Planning, and "Contractor" means any one of them;

- (f) **"Council"** or **"Councils"** means one or more of the Councils of: Clearwater County, the Town of Rocky Mountain House, the Village of Caroline and the Summer Village of Burnstick Lake;
- (g) **"CREMA"** means the emergency management agency, as contemplated within the EMA, appointed by the Parties under this Agreement;
- (h) **"EMA"** means the *Emergency Management Act*, R.S.A 2000, c. E-6.8;
- (i) **"Emergency"** means a present or imminent event that requires prompt coordination of action or special regulation of persons or property to protect the health, safety or welfare of people or to limit damage to property;
- (j) **"Emergency Planning"** means any and all aspects of planning and preparing for an Emergency or Disaster as contemplated within the EMA and within this Agreement including, without restriction, preparation of Municipal Emergency Plans;
- (k) **"Emergency Planning Budget"** means the approved budget for the Regional Director of Emergency Management and the Committee to carry out the assigned powers and duties as contemplated within the EMA and this Agreement, prepared by the Director of Emergency Management and submitted to the Parties for approval, prior to October 1 of each year;
- (l) **"Force Majeure"** means any event causing a bona fide delay in the performance of any obligations under this Agreement (other than as a result of financial incapacity) and not caused by an act or omission of either Party, or a person not at arm's length with such Party, resulting from:
- (i) an inability to obtain materials, goods, equipment, services, utilities or labour;
 - (ii) any statute, law, by-law, regulation, order in council, or order of any competent authority other than one of the Parties;
 - (iii) an inability to procure any license, permit, permission, or authority necessary for the performance of such obligations, after every reasonable effort has been made to do so;
 - (iv) a strike, lockout, slowdown, or other combined action of workers; or
 - (v) an act of God;
- (m) **"Municipal Emergency Plan"** means a plan or program providing for the response to an Emergency or a Disaster, as contemplated under the EMA, and **"Municipal Emergency Plans"** means two or more of such plans or programs, in each case for one or more of the Parties;

- (n) **"Parties"** means, collectively, the Town, the Village, the Summer Village, and the County, and **"Party"** means any one of them;

- (o) **"Proportionate Share"** means the Parties' respective share of the responsibility in respect of Emergency Planning under this Agreement, being:
 - (i) Sixty Percent (60%) percent for the County;
 - (ii) Thirty-Five Percent (35%) percent for the Town;
 - (iii) Four Percent (4%) percent for the Village; and
 - (iv) One Percent (1%) percent for the Summer Village;

Per annum unless otherwise agreed to in writing by the Parties; and

- (p) **"Regional Director of Emergency Management"** means the person appointed as the director of CREMA under this Agreement, as contemplated under the EMA.

ARTICLE 2 - SPIRIT, INTENT, AND GUIDING PRINCIPLES

2.1 Application

Unless otherwise specifically provided for within this Agreement, this Agreement applies solely to the development of Emergency Planning.

2.2 Consultation

The Parties agree that they shall consult with one another in a co-operative manner with respect to the conduct of Emergency Planning.

2.3 Co-operation

The Parties agree to work together on a cooperative basis and to take such steps as may be necessary and to enter into such additional agreements as may be required from time to time in order to meet their objectives in conducting Emergency Planning.

2.4 Compliance with Laws and Bylaws

Each Party shall comply promptly at its respective expense with all laws, bylaws, ordinances, regulations, requirements and recommendations of any and all federal, provincial, civic, municipal and other lawful authorities, which may be applicable to the Parties, to the conduct of Emergency Planning or any portions thereof, to the manner of carrying out Emergency Planning.

2.5 Rights of Approval

Except where otherwise specifically provided, each Party will act reasonably in each case that it is entitled to exercise discretion hereunder or pursuant hereto and, in particular, in each case where an action, document, thing, or matter is required to be acceptable or satisfactory to it or is affected by its approval, consent, opinion, or discretion; and without limitation of the foregoing, except where it is specifically provided that its consent may be unreasonably withheld, it will not unreasonably withhold or delay the exercise of any such discretion.

2.6 Further Assurances

The Parties agree that they shall from time to time execute such further assurances and documents as may be required by the Parties and their solicitors to give effect to the intent of this agreement.

2.7 Independent Action

Each Party acknowledges and agrees that it shall not undertake any independent action with respect to Emergency Planning other than as contemplated or permitted within this Agreement. Further, in the event that a Party does undertake independent action and incurs costs or obligations as a consequence of those actions, the Party responsible for undertaking the same shall be solely responsible for all such actions and any costs related thereto and shall be deemed to be in breach of the terms and conditions of this agreement.

ARTICLE 3 - OWNERSHIP, ACCESS, CONTROL AND RESPONSIBILITY**3.1 Ownership**

The Parties shall each be entitled to the ownership and benefits of any and all benefits to be derived from the activities of the Regional Director of Emergency Management and the Committee, in addition to the ownership and use of the Municipal Emergency Plan developed for each of the Parties throughout the activities of the Regional Director of Emergency Management and the Committee.

3.2 Access

Each Party shall be entitled to access copies of all information and documentation relating to the Emergency Planning.

3.3 Confidentiality

Each of the Parties acknowledges that it will, in connection with this Agreement, be provided with certain confidential oral and written information (collectively, the "Confidential Information") by the other Party, including legal opinions, business plans, designs, proceedings of the respective councils of the Parties, financial data, financial and other projections, and draft agreements and other arrangements with third parties. Each of the Parties agrees that it will use its best efforts to hold such Confidential Information in confidence and use it solely for the purposes of this Agreement, and shall not reveal it to anyone other than its respective council members, officers, employees and advisers who need to know the Confidential Information in connection with this Agreement for purposes related to this Agreement, subject always to any statutory or regulatory requirement to disclose such information. Each of the Parties further agrees to return, where possible, all Confidential Information provided by the other Party forthwith upon the request of the other Party upon the termination of this Agreement.

3.4 Exclusions

The term "Confidential Information" does not include information which:

- (a) was already in the possession of a Party prior to its disclosure by the other Party;
- (b) is or becomes available in the public domain other than as a result of a disclosure contrary to the provisions hereof;

- (c) becomes available to the Party on a non-confidential basis from a source which itself is not, to the knowledge of the Party receiving the information, in breach of a confidentiality obligation relating thereto;
- (d) is independently developed without any breach of this Agreement by the personnel of the Party or its advisors who did not have access to the Confidential Information; or
- (e) is required to be disclosed by any law, or is required or formally requested in connection with any rule, regulation or order of any court of competent jurisdiction or any governmental, quasi-governmental or other self-regulating or competent authority having jurisdiction over any of the Parties or the Confidential Information.

3.5 Survive Expiry

In the event of expiry of this Agreement, both Parties shall remain bound by the obligations of confidentiality set forth in Section 3.3 for a period of two years following the date of expiry of this Agreement.

3.6 Announcements & Publicity

The Parties agree that the contents and timing of any announcements or media releases regarding the creation or administration of this Agreement, the establishment of the CREMA and the Committee, and the appointment of the Regional Director of Emergency Management, shall be subject to the prior written approval of all Parties or the majority of the Committee. The Parties each agree that each Party shall consult with the other Parties or the Committee in relation to the contents and timing of such announcements and media releases. The foregoing shall not apply to announcements, media releases or other public communication respecting any of the matters contemplated within Section 4.11 of this Agreement.

ARTICLE 4 – CONDUCT OF EMERGENCY PLANNING

4.1 Committee

Unless otherwise agreed to in writing by the Parties, the Parties agree that the Committee will consist of the following representatives appointed by each of the Parties:

- (a) Two (2) elected members of Council from the Town;
- (b) Two (2) elected members of Council from the County; and

(c) One (1) elected member of Council from the Village.

(d) One (1) elected member of Council from the Summer Village.

Each Party shall, within seven (7) days of the date of this Agreement, designate its representatives to the Committee. The affirmative vote of all representatives of the Parties shall be necessary for the Committee to decide any question or exercise any power within its authority.

4.2 Committee Chair

A chairperson and vice-chairperson shall be chosen by the Committee members on an annual rotating basis before October of each year. The Summer Village will be given the opportunity to accept or decline this responsibility.

4.3 Committee Authority

The Committee does not have the authority to declare, renew or terminate a state of local emergency, as contemplated within the EMA. Without in any way altering or adding to the Parties' agreements set forth above, the Committee shall, when and if specifically called upon by the Parties, have the following authority and functions:

(a) to review Municipal Emergency Plans and related plans and programs on a regular basis and advise Councils on the development of Municipal Emergency Plans and related plans and programs at least once a year;

(b) to provide advice, information and support in the preparation of the Emergency Planning Budget prior to October 1 of each year, for consideration and approval by the Parties;

(c) to provide advice, information and support in the development of Emergency Planning and make recommendations, in consultation with CREMA, to the Parties regarding the effective and coordinated delivery of emergency management, disaster mitigation, major emergency or disaster education or disaster preparedness programs for the Parties; and

(d) to appoint one (1) Regional Director of Emergency Management.

The Committee will not have any power to pledge credit of the Committee, the Town, the County, the Summer Village or the Village in connection with the Emergency Planning, nor shall the Committee or any representative have the power to authorize any expenditure to be charged against the Committee, the Town, the County, the Summer Village or the Village.

4.4 Committee Meetings

Committee meetings shall be called at the discretion of the chairperson or at the request of any three representatives of the Committee.

In each case, notice in writing to each member of the Committee shall be provided not less than Thirty (30) days prior to the date of the meeting, unless the requirement for such notice is waived by all members present at the meeting and constituting a quorum. At least three (3) representatives must be present at every meeting to constitute quorum, with at least one representative from the Town and one representative from the County being present.

The chairperson shall preside over all meetings of the Committee and the vice-chairperson shall act as chairperson only in the absence of the chairperson. The chairperson or vice-chairperson shall record minutes of the meeting, and the County shall retain records of such minutes together with all such other records of Committee business so as to be available to the members of the Committee, the Regional Director of Emergency Management, and the Parties.

To the extent required, any decisions of the Committee shall be capable of being confirmed by either a vote of the majority of the members of the Committee present at a duly called meeting of the Committee (provided always that the required quorum is present), or by a unanimous resolution in writing signed by each of the members of the Committee.

4.4 County Obligation

Subject to the foregoing, the County shall:

- (a) provide all financial administrative services associated with the Committee and its affairs;
- (b) provide office space for the Committee in the County administration office, including a desk, a computer, a telephone, resources and minor office supplies; and
- (c) provide office space for the Regional Director of Emergency Management in the County administration office, including a desk, a computer, a laptop or tablet device, a telephone, cellular phone, remote connection capability to the internet, and minor office supplies.
- (d) Provide for a suitable all severe weather capable vehicle for use of the Emergency Management including operating and maintenance costs.

4.5 CREMA

The Parties agree that Council for each Party shall have the authority to appoint members to the CREMA.

The Parties further agree that other organizations may be invited by the Regional Director of Emergency Management to nominate representatives to serve as members of the CREMA from time to time, including those organizations listed in **Schedule "B"** attached to this Agreement.

Each Party shall, within seven (7) days of the date of this Agreement, designate its representatives to the CREMA. The affirmative vote of all representatives of the Parties shall be necessary for the CREMA to decide any question or exercise any power within its authority.

4.6 CREMA Authority

The CREMA does not have the authority to declare, renew or terminate a state of local emergency, as contemplated within the EMA. Without in any way altering or adding to the Parties' agreements set forth above, the CREMA shall, when and if specifically called upon by the Parties, have the authority to act as the agent of each Council in exercising each Council's powers and duties under the EMA.

4.7 Regional Director of Emergency Management

The Parties agree that the position of Regional Director of Emergency Management shall be appointed annually as a part of the annual processes of appointment of the Parties.

Unless otherwise agreed to by the Parties, the Regional Director of Emergency Management shall be an employee of the County. Any appointment shall be subject to the appointed individual's acceptance of the appointment, and execution of any further or other agreement or documentation evidencing or governing the appointment and/or the performance of the role of Regional Director of Emergency Management as may be required by the Parties or the County. Any appointment of the Regional Director of Emergency Management may be revoked at any time by the Committee (subject always to any shared cost of termination, severance or other costs associated with such revocation in accordance with Proportionate Shares contemplated within this Agreement. In the event of a vacancy of the position of the Regional Director of Emergency Management at any time, whether due to death, incapacitation, resignation, dismissal, or otherwise, the Parties shall appoint a replacement Regional Director of Emergency Management as soon as reasonably possible. The Parties, in consultation with the Committee, may from time to time establish and agree upon the qualifications of candidates for the position of the Regional Director of Emergency Management.) In the event that the Regional Director of Emergency Management is temporarily unobtainable the CAO of Clearwater County or designate will be designated as the acting Regional Director of Emergency Management for that period of time.

4.8 Regional Director of Emergency Management Authority

Without restricting the powers and duties of the Regional Director of Emergency Management under the EMA, the Regional Director of Emergency Management shall have the authority to:

- e) prepare and coordinate the Municipal Emergency Plans, including presenting to the Parties for approval recommendations regarding potential Contractors; excepting thereout any emergency event;
- f) act as director of emergency operations under the Municipal Emergency Plans on behalf of the CREMA;
- g) authorize and coordinate all emergency services and other resources required during an Emergency or Disaster; and
- h) delegate duties and tasks as necessary to ensure conformance with paragraphs (a), (b), and (c).

For clarity, the Regional Director of Emergency Management does not have the authority to declare, renew or terminate a state of local emergency, as contemplated within the EMA.

4.9 Additional Authorities of Regional Director of Emergency Management

The Regional Director of Emergency Management may, when and if specifically called upon by the Parties, have the authority to:

- (a) conduct public information programs relating to emergency preparedness; and
- (b) provide training for the CREMA members, elected officials, the public, municipal staff, mutual aid responders and volunteers.

4.10 Complementary Bylaws

In order to effectively develop and undertake emergency management and planning in the manner set forth within this Agreement, each Party shall ensure that their respective bylaws are compatible and complementary to each other and this Agreement.

4.11 Permitted Independent Action

Each Party shall be entitled to make or undertake the following independent actions respecting the conduct of Emergency Planning without the requirement for consent from the other Party:

- (a) the approval of a Municipal Emergency Plan, to be applied within the boundaries of the Party;
- (b) the declaration, renewal or termination of a state of local emergency, as contemplated within the EMA, within the boundaries of the Party;

- (c) the establishment, staffing, equipment, and management of emergency services, law enforcement services, as well as any other services within the boundaries of the Party;

which in each case shall remain within the discretions of each Council of the respective Party.

ARTICLE 5 – TERM

5.1 Term

This agreement shall be effective from the date of execution of this Agreement for a term of five (5) years.

5.2 Termination

Each Party may terminate their involvement under this Agreement upon giving written notice prior to April 30 of a calendar year with the intent of a January 1 termination date to the other Parties.

A Party may be deemed to have withdrawn its involvement in this Agreement, and thereby deemed to have given a notice of termination under this Section, where that Party has passed a bylaw which is inconsistent with this Agreement or the bylaws of the other Parties, or where the Party has appointed a director of emergency management that is different from the party appointed as the Regional Director of Emergency Management pursuant to the terms of this Agreement.

5.3 Effect of Termination

Upon the effective date of any such termination notice, this Agreement shall continue in full force and effect in respect of the remainder of the Parties who have not previously terminated their involvement. In the event of termination of involvement by the County, unless otherwise agreed to by the remaining parties as to the appointment of a Party to carry out the County's responsibilities under this Agreement, this Agreement shall come to an end upon the effective date of such termination.

ARTICLE 6 – COMMUNICATIONS AND INSTRUCTIONS

6.1 Communications and Instructions and/or Recommendations to Regional Director of Emergency Management

Without limiting the power and duties of the Committee under this Agreement and the EMA, the County shall communicate with and provide instructions to the Regional Director of Emergency Management on behalf of the Parties under this Agreement including, without restriction, establishment and approval of the Emergency Planning Budget.

6.2 Communications and Instructions to Contractor

The Director and/or municipality shall communicate with and provide instructions to any Contractors retained by the Parties.

ARTICLE 7 – RESPONSIBILITY, INSURANCE AND INDEMNITY

7.1 Financial Responsibility

Each Party shall be responsible for its Proportionate Share of all costs relating to Emergency Planning, including, but not limited to, costs incurred by the Regional Director of Emergency Management, fees and costs paid to any Contractor and any other costs relating to Emergency Planning. Without limiting the foregoing, costs relating to Emergency Planning may include:

- (a) The Regional Director of Emergency Management's salary, benefits and other costs associated with his or her employment;
- (b) The salary, benefits and other associated costs of each representative appointed to the CREMA;
- (c) Reasonable training and conferences costs, including mileage, subsistence and accommodation costs;
- (d) Administrative support salaries, benefits, and other costs associated with support staff employed by the Town, the Village, the County or Summer Village to support Emergency Planning;
- (e) Supplies and services required for training or instruction in relation to Emergency Planning;
- (f) Costs associated with the operation of the CREMA;
- (g) Costs associated with the development, implementation and provision of disaster services education or training programs or the development and printing of Municipal Emergency Plans; and
- (h) Other items as may be recommended by the Committee and approved by each Party.

The Parties acknowledge and agree that each Party shall be solely responsible for all costs incurred in responding to, or recovering from, an Emergency or Disaster within each Party's jurisdiction.

7.2 Payment and Reimbursement

The County shall pay all costs owed to the Regional Director of Emergency Management, any Contractor and any other costs relating to Emergency Planning and then shall be reimbursed by the Parties for their respective Proportionate Share of such costs. The County shall provide records to the Parties on a basis setting out the costs incurred since the date of the last invoice and the Proportionate Share owed by each of the Parties. The Parties shall each pay such amounts to the County either:

- (a) within Sixty (60) days of receipt of an invoice; or
- (b) upon receipt by the Party of any grants applicable to the work contemplated within the Emergency Planning, up to the amount of the grant received from time to time or the aggregate amount outstanding and owed under all invoices issued under this Agreement (whichever is less);

and in any event, any and all such sums invoiced to the Parties shall become due and payable in full on or before a maximum of ninety days (90) following the date of invoice.

7.3 Interest on Unpaid Proportionate Share

- (a) For any amounts unpaid and owing by one Party to the other Party by the due date as set out under this Agreement, interest shall accrue on the amount outstanding at the rate of the Alberta Treasury Branches prime lending rate charge at its main branch in Calgary, Alberta, plus 2%, from the date they are invoiced to the date of payment in full.

7.4 Emergency Planning Budget

Subject to the foregoing, and any authority provided to the Committee, the County and or the Regional Director of Emergency Management shall:

- (a) prepare and provide to the Parties for approval a total Emergency Planning Budget prior to October 1 of each year, which estimates the costs and expenses of the following year's Emergency Planning;
- (b) prepare the Emergency Planning Budget in a form and content acceptable to the Parties, each acting reasonably;
- (c) ensure to the greatest extent possible that any Contractor agreement will provide for a unit price, or other fixed cost commitment, which unit price or fixed costs agreement will be for an amount equal to or less than the budgeted amount reflected in the approved Emergency Planning Budget; and
- (d) ensure that the costs incurred under any Contractor agreement shall not exceed the budgeted amount reflected in the approved Emergency Planning Budget without written approval from the Committee.

7.5 Insurance

Each Party will be responsible for its Proportionate Share of the cost incurred by the County, the Committee, and/or the Regional Director of Emergency Management to maintain any forms of liability insurance, and if applicable property insurance, respecting Emergency Planning, the activities of the Committee, and the performance of the powers and duties of the Regional Director of Emergency Management, not otherwise included as the responsibility of any Contractor under the respective Contractor contract. All insurance shall insure against loss, damage, or destruction, whether caused by fire or extended perils, on such terms and conditions as would be carried by a prudent party in at least the following amounts:

- (a) legal and public liability and property damage insurance in an amount not less than five million (\$5,000,000.00) dollars per occurrence or such other amount as the Parties may reasonably agree from time to time;
- (b) name all of the Parties as additionally named insured's, as their respective interest may appear;
- (c) other terms or coverage as the Parties may consider necessary or prudent, or as may be required pursuant to this Agreement.

Alternatively, and if determined and agreed upon by the Parties to be prudent and efficient, the Parties may rely upon their own respective liability or property policies without necessity for contribution or cost sharing, in which case each Party shall look solely to its own coverage in the event of any claim, loss or damage.

Each Party shall notify their respective insurance provider of this Agreement within thirty (30) days of execution.

7.6 Indemnity

Each Party shall indemnify and save harmless the other Party and its respective councilors, officers, employees, agents, volunteers and invitees, to the extent permitted by law, of and from any and all liabilities, damage costs, expenses (including all legal fees and disbursements, on a full indemnity basis) claims, suits and actions arising out of the following:

- (a) any breach, violation or non-performance of any term or condition in this agreement on the part of the indemnifying party to be fulfilled, observed and performed;
- (b) death, or injury to any person or damage or destruction of any property resulting from the negligence of the indemnifying party, its trustees, councilors, officers, employees, agents, licensees, invitees or any other person for whom that party is legally responsible;
- (c) the indemnifying party's conduct causing a default under the contract with any Contractor; and
- (d) any damage or destruction of any property or any injury or death occurring to any permittee, invitee, employ or agent of the indemnifying party or any other person for whom the indemnifying party is in law responsible.

This indemnity shall survive the expiration or sooner termination of this Agreement.

7.8 Limitation of Liability

No Party or its representative shall be liable for the acts, representations, neglects or defaults of another Party or its representative.

ARTICLE 8 - DEFAULT**8.1 Right to Perform**

In the event that any Party fails to perform or cause to be performed any of the covenants or obligations contained within this Agreement on the part of that Party to be observed or performed, a Party not in default shall have the right, but shall not be obligated, to perform or cause the same to be performed, and to do or cause not to be done such things as may be necessary or incidental thereto. Provided always, any exercise of any right to perform shall be subject to provision of not less than Thirty (30) days' notice in writing to the Party in default.

8.2 Costs

In addition to any other rights available to the Parties pursuant to this Agreement, upon the occurrence of a default, a Party not in default shall be entitled to collect from the Party in default the following costs:

- (b) all payments made by the Party not in default or costs incurred by that Party which ought to have been paid or incurred by the defaulting Party, or for which the Party not in default is entitled to be paid or to be reimbursed pursuant to the terms of this Agreement;
- (c) all disbursements and costs (including legal and other professional costs on a solicitor and his own client full indemnity basis) and all fees and costs related to recovery or collection of such sums or the enforcement of the terms of this Agreement generally; and
- (d) interest at the rate of the Alberta Treasury Branches prime lending rate charge at its main branch in Calgary, Alberta, plus 2%, from the date they are invoiced to the date of payment in full.

8.3 Set Off

In the event that a Party fails to make any payment or provide any sum when required under this Agreement, without limiting or waiving any other right or remedy that amount may be set off against and applied to any sum of money owed by a Party to the Party in default of the payment obligation.

8.4 Force Majeure

Whenever and to the extent that any Party shall be unable to perform, or shall be delayed or restricted in the full performance of, any obligation within this Agreement (other than any financial or payment obligation under this Agreement) by reason of an event of Force Majeure, such Party shall, so long

as any such impediment exists, be relieved from the performance of such obligation to the extent restricted or prevented by that event of Force Majeure, and the other Party shall not be entitled to compensation for any damage, inconvenience, nuisance or discomfort caused by such delayed or restricted performance. Provided always that such relief shall in any event be limited to a maximum period of one hundred and eighty (180) days.

ARTICLE 9 - GENERAL

9.1 Dispute Resolution

In the event of the disagreement between the Parties with respect to any issue, matter or thing arising from this Agreement (other default in payment of the financial obligation) the Parties shall refer such dispute to be resolved pursuant to the Intermunicipal Dispute Resolution Procedures which include but are not limited to negotiation, mediation and arbitration.

9.2 Notice

Whether or not stipulated in this Agreement, all notices, communication, requests and statements (the "Notice") required or permitted under this Agreement shall be in writing. Notice shall be served by one of the following means:

- (a)** personally, by delivering it to the party on whom it is to be served at the address set out in this Agreement, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid; or
- (b)** by fax machine or email or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out in this Agreement. Notice so served shall be deemed received on the earlier of:
 - (i)** upon transmission with answer back confirmation if received within the normal working hours of the business day; or
 - (ii)** at the commencement of the next ensuing business day following transmission with answer back confirmation of delivery; or
- (c)** by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received seventy-two (72) hours after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

All Notices to be sent in accordance with this Agreement shall be addressed as follows:

Town of Rocky Mountain House
PO Box 1509
Rocky Mountain House, AB T4T 1B2
Fax: 403-845-3230
Email: tbecker@rockymtnhouse.com

Attention:OFFICE OF THE CHIEF ADMINISTRATION OFFICER

Village of Caroline
PO Box 148
Caroline, AB T0M 0M0
Fax: 403-722-4050
Email: cao@caroline.ca

Attention:OFFICE OF THE CHIEF ADMINISTRATION OFFICER

Summer Village of Burnstick Lake
PO Box 501
Caroline, AB T0M 0M0
Fax: 403-722-4050
Email: burnstick8@gmail.com

Attention:OFFICE OF THE CHIEF ADMINISTRATION OFFICER

Clearwater County
PO Box 550
Rocky Mountain House, AB T4T 1A4
Phone: 403-845-4444
Fax: 403-845-7330
Email: rleaf@clearwatercounty.ca

Attention:OFFICE OF THE CHIEF ADMINISTRATION OFFICER

Or such other address, fax number or email address as the Parties may respectively designate from time to time.

9.3 Assignment

The Parties shall not assign this Agreement and shall not grant any rights to any person, firm or corporation to use Emergency Planning or the work product derived therefrom, except as permitted by this Agreement.

9.4 Severable

If any portion of this Agreement is unenforceable for any reason, that portion shall be severed, and the balance of the Agreement shall remain and be binding.

9.5 No Partnership

Nothing contained in this agreement or in any acts of the Parties hereto shall be deemed to create any relationship or partnership other than that of licensees and common usage as set forth.

9.6 Interpretation and Amendments

This Agreement as and from its effective date replaces and extinguishes all prior agreements between the Parties relation to Emergency Planning. Agreements that follow this effective date will be considered as enhancements not replacements. This Agreement is the entire Agreement between the Parties in respect to the issues contained herein related to Emergency Planning and it may not be and shall not be amended or altered in any way other than by an amending agreement in writing duly executed by the Parties and expressly and by its terms referable to this Agreement and the provisions so amended. No verbal agreements, courses of conduct or documents that have not been so executed shall apply or be asserted at any time in such respects.

9.10 Counterparts

This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and, notwithstanding their date of execution, shall be deemed to bear date as of the date of this Agreement.

9.11 Time

Time shall be of the essence of this Agreement.

9.12 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and permitted assigns.

9.13 Governing Laws

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

IN WITNESS WHEREOF the Parties hereto have executed this agreement as of the day and year first above written.

TOWN OF ROCKY MOUNTAIN HOUSE

Per: _____

Per: _____

VILLAGE OF CAROLINE

Per: _____

Per: _____

SUMMER VILLAGE OF BURNSTICK LAKE

Per: _____

Per: _____

CLEARWATER COUNTY

Per: _____

Per: _____

SCHEDULE "A"

Intermunicipal Dispute Resolution Procedure

1. **Definitions** - In this Schedule, the following words and phrases have the following meanings:
 - (a) "Arbitrator" means the person appointed to act as such to resolve any Dispute;
 - (b) "Arbitration" means a process whereby each of the Parties, with or without legal counsel, agrees to jointly engage and meet with an Arbitrator who will render a binding decision in respect of any Disputes;
 - (c) "Dispute" means any disagreement or controversy between the Parties concerning any matter arising out of this Agreement;
 - (d) "Disclosed Information" means the information disclosed by a Party for the purpose of settlement, negotiation, Mediation or Arbitration;
 - (e) "Mediation" means a process whereby a Representative of each Party, with or without legal counsel, agrees to jointly engage the services and meet with a Mediator to participate in a mediation, conciliation or similar dispute resolution process;
 - (f) "Mediator" means the person appointed to facilitate the resolution of a Dispute between the Parties;
 - (g) "Party" means a party to the Agreement to which this Dispute Resolution Procedure is attached, and "Parties" means more than one of them; and
 - (h) "Representative" means an individual who has no direct operational responsibility for the matters comprising the Dispute who holds a senior position with a Party and who has full authority to settle a Dispute.

2. **Dispute Process** - In the event of any Dispute, the Parties agree that prior to commencing litigation, they shall undertake a process to promote the resolution of a Dispute in the following order:
 - (a) first, by negotiation;
 - (b) second, by way of Mediation; and
 - (c) third, by arbitration, if mutually agreed to in writing at the time of the Dispute, by the Parties.

Negotiation, Mediation or Arbitration shall refer to, take into account, and apply the intentions and principles stated by the Parties within Agreement to which this Schedule is attached.

3. **Negotiation** - A Party shall give written notice ("Dispute Notice") to the other Party of a Dispute and outline in reasonable detail the relevant information concerning the Dispute. Within seven (7) days following receipt of the Dispute Notice, the Parties shall each appoint a Representative, who shall meet and attempt to resolve the Dispute through discussion and negotiation. If the Dispute is not resolved within thirty (30) days of receipt of the Dispute Notice, the negotiation shall be deemed to have failed.

4. **Mediation** - If the Representatives cannot resolve the Dispute within such thirty (30) day period, then the Dispute shall be referred to Mediation. Any one of the Parties shall provide the other Party with written notice ("Mediation Notice") specifying the subject matters remaining in Dispute, and the details of the matters in Dispute that are to be mediated. If the Mediation is not completed within sixty (60) days from the date of receipt of the Dispute Notice, the Dispute shall be deemed to have terminated and failed to be resolved by Mediation.

5. **Arbitration**

- (a) If the Mediation fails to resolve the Dispute and if both Parties so agree in writing, at the time of the dispute, the Dispute shall be submitted to binding Arbitration. One of the Parties may provide the other Party with written notice ("Arbitration Notice") specifying the subject matters remaining in Dispute and the details of the matters in Dispute that are to be arbitrated. If the other Party agrees to proceed to Arbitration, such Dispute shall proceed to Arbitration. A failure to respond to the Arbitration Notice shall be deemed to constitute a refusal to proceed with Arbitration;
- (b) The Arbitrator shall conduct the Arbitration in accordance with the commercial arbitration rules (the "Rules") established from time to time by the ADR Institute of Canada Inc., unless the Parties agree to modify the same pursuant to any arbitration agreement. The Arbitration Act (Alberta) shall apply to all Arbitrations but if there is a conflict between the Rules and the provisions of the Act, the Rules shall prevail. Notwithstanding the foregoing, any such Arbitration shall be conducted in the English language;
- (c) The Arbitrator shall proceed to hear and render a written decision concerning any Dispute within:
 - (i) forty-five (45) days, if the subject matter of the Dispute is less than \$50,000.00;
or
 - (ii) one hundred and twenty (120) days, if the subject matter of the Dispute is greater than \$50,000.00.
- (d) The Arbitrator has the right to award solicitor-client costs against the unsuccessful Party and to award interest but does not have the right to award punitive, consequential or other exemplary damages.
- (e) The Arbitrator's decision is final and binding but is subject to appeal or review by any court of proper jurisdiction only with respect to an allegation of fraud.

6. **Participation** - The Parties and their Representatives will participate in good faith in the negotiation, Mediation and, if applicable, Arbitration processes and provide such assistance and Disclosed Information as may be reasonably necessary and notwithstanding that litigation may have commenced as contemplated in this Schedule.
7. **Location** – Unless otherwise agreed upon by the Parties, the place for Mediation and Arbitration shall be Red Deer, Alberta.
8. **Selection of Mediator and Arbitrator** - If the Parties are unable to agree upon the appointment of a single Mediator or Arbitrator within ten (10) days after receipt of the Mediation Notice or Arbitration Notice, either of the Parties may request that a single Mediator or Arbitrator, as the case may be, of suitable training, experience and independence, and who in respect of the subject matter of the Dispute has a reasonable practical understanding, be appointed by the executive director or other individual fulfilling that role for the ADR Institute of Canada, Inc. The executive director shall be requested to make this determination within five (5) days of receipt of the request.
9. **Costs** - Subject to clause 5(d) of this Schedule in the case of an Arbitration, the Parties shall bear their respective costs incurred in connection with the negotiation, Mediation and, if applicable, Arbitration except that the Parties shall equally share the fees and expenses of the Mediator and Arbitrator and the cost of the facilities required for Mediation and Arbitration.
10. **Disclosed Information** - All Disclosed Information shall be treated as confidential and neither its delivery nor disclosure shall represent any waiver of privilege by a Party disclosing such Disclosed Information. Subject only to the rules of discovery, each Party agrees not to disclose the Disclosed Information to any other Person or for any other purpose. Such Disclosed Information cannot be used in any subsequent proceedings without the consent of the Party who has made the disclosure. The Parties agree that any Representative, Mediator and, if applicable, Arbitrator shall not be subpoenaed or otherwise compelled as a witness in any proceedings for the purpose of testifying with respect to the nature or substance of any dispute resolution process that may arise in relation to any matter that is a subject of this Agreement. Nothing in this dispute resolution procedure shall require a Party to disclose information that is subject to confidentiality provisions with third Parties.
11. **Litigation and Limitations Act** - No Party shall commence litigation concerning the Dispute until the negotiation and Mediation processes have concluded. The Parties agree that during the time any Dispute is subject to the negotiation and Mediation processes, the limitation periods set forth in the Limitations Act (Alberta) shall be stayed. The limitation periods shall be reinstated once the Mediation terminates or is deemed terminated so that each of the Parties shall have the respective rights and remedies that were available to them before the commencement of these processes. Any Party may commence litigation on any date, if necessary, to preserve its legal rights and remedies if the commencement of litigation after that date would otherwise be banned by any applicable limitation period or if the commencement of litigation is otherwise necessary to prevent irreparable harm to that Party.

12. **Confidentiality** - The Parties agree that there is a real risk that substantial damage to a Party's commercial interests may result if Disclosed Information or Confidential Information is obtained by third Parties because a Dispute becomes the subject matter of litigation. The Parties agree not to contest or oppose, directly or indirectly, an application by a Party to the court, that the court's file relating to such litigation, including this Agreement and supporting financial information, be sealed upon commencement of the litigation.

SCHEDULE "B"**Organizations that May be Appointed to the CREMA**

- 1.0** The Regional Director of Emergency Management may invite the following organizations to nominate representatives to serve as members of the CREMA, including:
- a) utility companies;
 - b) health agencies;
 - c) service organizations; and
 - d) any other agency or organization that, in the opinion of the Director, may assist in the preparation or implementation of the Municipal Emergency Plan.



AGENDA ITEM

PROJECT: Call For Nomination: CAAMDC District 2 FCM Committee Nominee		
PRESENTATION DATE: January 12, 2016		
DEPARTMENT: Municipal	WRITTEN BY: Tracy Haight	REVIEWED BY: Ron Leaf
BUDGET IMPLICATION: <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy (cite)		
STRATEGIC PLAN THEME: Well Governed and Leading Organization	PRIORITY AREA: Advocate in the best interests of our community and region	STRATEGIES:
ATTACHMENT(S): FCM Standing Committees and Forums Listing and CAAMDC FCM Committee Nomination Terms of Reference		
RECOMMENDATION: That Council considers the nomination and endorsement of a Councillor as a candidate for the CAAMDC FCM Committee Nomination.		

BACKGROUND:

In order to facilitate rural representation on a federal level, the Central Alberta Association of Municipal Districts and Counties – District 2 (CAAMDC) annually selects a candidate from its membership to apply for membership on the Federation of Canadian Municipalities (FCM) standing committees (list attached).

As per the attached CAAMDC *FCM Committee Nomination Terms of Reference*, a candidate's nomination requires endorsement by a motion of the candidate's Council which is then submitted to the CAAMDC District Secretary-Treasurer prior to the Spring CAAMDC meeting in February. At that time, the CAAMDC members will approve a candidate for application to FCM standing committees.

Staff requests direction from Council on whether a member of Council is interested in the candidacy and if they wish to have staff prepare a nomination for consideration by the CAAMDC membership at the upcoming February 5 meeting.



Standing Committees and Forums

FCM's Board of Directors has established ten standing committees and forums to facilitate more detailed debate and provide the board with recommendations on priority policy and program issues. These committees are comprised of both Board members and other municipal elected officials.

For more information, please contact Ms. Sylvie Delaquis, Corporate Secretary, sdelaquis@fcm.ca or 613-907-6245.

2015 - 2016 membership lists:

- [Community Safety and Crime Prevention](#)
 - Policing, crime prevention, community corrections, emergency preparedness and management.
- [Conference Planning Committee](#)
 - Oversight of the Sustainable Communities Conference and Annual Conference agendas.
- [Environmental Issues and Sustainable Development](#)
 - Green economy, climate change adaptation, clean air, water, waste, wastewater, brownfields, toxic substances (including pesticides), energy, invasive species, green infrastructure.
- [Increasing Women's Participation in Municipal Government](#)
 - Advocacy supporting greater participation of women in municipal government, including development of strategies to raise the profile of the issue.
- [International Relations](#)
 - Global networks and advocacy, decentralization, good governance, local capacity development.
- [Municipal Finance and Intergovernmental Arrangements](#)
 - Municipal powers, roles and responsibilities, federal-provincial/ territorial-municipal relations, municipal fiscal tools, international trade rules and disputes, GST and other tax issues.
- [Municipal Infrastructure and Transportation Policy](#)

Municipal infrastructure and federal funding programs, small and regional airports viability, marine policy, railway and municipal proximity issues, highway and border infrastructure issues, urban transit, telecommunications.



- [Northern and Remote Forum](#)
 - Infrastructure investments, economic development in the North, natural resources and northern communities. **Membership criteria:** Membership is open to municipal representatives from the territorial or provincial North.



- [Rural Forum](#) 

Infrastructure investments, rural economic development, diversification of resource-based communities, interdependencies between rural and urban communities.

Membership criteria: Membership is open to representatives from municipalities that are rural in nature or urban communities that have a significant rural component or interest.

- [Social Economic Development](#) 
Housing and homelessness; cultural and community infrastructure, immigration and municipal-Aboriginal relations, aging.
- [Non-Board Committee Members](#) 
This feature of our governance enables broader membership participation in our committee deliberations and brings expertise that strengthens the debate and helps create the most informed recommendations to the Board of Directors. They do not have voting rights at the Board of Directors meeting.

CENTRAL ASSOCIATION OF MUNICIPAL DISTRICTS & COUNTIES

FCM COMMITTEE NOMINATION TERMS OF REFERENCE

Authority

1. The nomination of a Central District councillor to the Federation of Canadian Municipalities (FCM) Board is supported by a resolution of the general membership of the Central District of the Alberta Association of Municipal Districts and Counties (CAAMDC).

Purpose

1. The purpose of the nomination process is to endeavor to provide a rural Alberta perspective on Federation of Canadian Municipalities (FCM) Committee(s).

Nomination - Qualifications & Process

1. To be eligible for nomination, a candidate must be a "councillor" as defined by the Alberta Local Authorities Election Act (RSA 2000, Chapter L-21) and a member of a Council affiliated with the CAAMDC.
2. A candidate's nomination shall be endorsed by a motion of the candidate's Council.
3. The candidate's nomination shall be submitted to the District Secretary - Treasurer, or their designate, a minimum of two (2) business days prior to the Spring CAAMDC meeting.
4. At the Spring Central District meeting, the District Secretary- Treasurer shall present a list of nominated candidates to the CAAMDC membership, for consideration and endorsement.
5. In the event that more than one candidate is nominated, the CAAMDC members, who are present at the meeting, shall vote by ballot and approve one (1) individual's name for submission to the FCM Board.
6. The successful candidate shall be responsible to prepare, in the form and manner required by the FCM Board, an application that shall be submitted during the annual FCM conference for that Board's consideration.
7. The selection or appointment of the CAAMDC candidate to a FCM Committee shall be at the sole discretion of the FCM Board.
8. Should the CAAMDC's candidate be appointed to a FCM Committee, the "Appointed Member" is responsible to report to the CAAMDC members on the nature of the Committee work the individual is engaged in, including outcomes and/or recommendations, as appropriate.

Term of Appointment and Frequency of Meeting(s)

1. The Term of the Appointment(s) and the frequency of the meetings shall be at the discretion of the FCM Board or FCM Committee Chair.

Per Diem & Expenses

1. Payment of any per diem is the responsibility of the Appointed Member's municipality.
2. Cost incurred by the Appointed Member for travel, meals, and accommodation related to the FCM Committee work shall be shared by the fourteen (14) CAAMDC member municipalities

Administrative Support

1. The Appointed Member's municipality shall be solely responsible for any administrative support required in relation to the FCM appointment, including but not limited to:
 - printing of meeting agendas or preparation material
 - scheduling of flights,
 - booking of hotels,
 - processing or preparation of invoices or receipts
2. The Appointed Member's municipality shall be responsible to prepare and invoice the CAAMDC members once annually for costs related to the Appointed Member's attendance at FCM Committee meetings.



AGENDA ITEM

PROJECT: Municipal Law 2016 Educational Seminars		
PRESENTATION DATE: January 12, 2016		
DEPARTMENT: Municipal	WRITTEN BY: Tracy Haight	REVIEWED BY: Ron Leaf
BUDGET IMPLICATION: <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy (cite)		
STRATEGIC PLAN THEME: Well Governed and Leading Organization	PRIORITY AREA: 2.4 Invest in, and support, a skilled, motivated and performing workforce	STRATEGIES: 2.4.1 Develop the skills and knowledge of Councillors and Administration to grow capacity and organizational performance
ATTACHMENT(S): Brownlee LLP and Reynolds Mirth Richards & Farmer Educational Session Agendas		
RECOMMENDATION: That Council authorizes all councillors attendance at the Brownlee LLP Emerging Trends session in Calgary and/or the Reynolds Mirth Richards & Farmer session in either Edmonton or Airdrie.		

BACKGROUND:

Brownlee LLP is again holding their Emerging Trends municipal law seminar on Thursday, February 11 and 18 in Calgary and Edmonton, respectively (agenda attached). However, please note that the February 18 seminar date conflicts with Council's Open House event which is scheduled from 4:00 p.m. – 7:00 p.m.

Reynolds Mirth Richards & Farmer (RMRF) LLP will also host municipal law seminars on Friday, February 19 in Edmonton and on Friday, March 11 in Airdrie (agenda attached).

Staff will complete registrations upon Council's direction.

Register On-line at <http://www.brownleelaw.com/emerging-trends-registration-2016>



B R O W N L E E
L L P
Barristers & Solicitors

Calgary – February 11th, 2016
Coast Plaza Hotel and Conference Centre
1316-33 St. NE, Calgary, AB T2A 6B6
403-248-8888

Edmonton – February 18th, 2016
Edmonton Expo Centre
7515-118 Avenue, Edmonton, AB T5B 4X5

Registration & Continental Breakfast - 8:00AM – 8:40AM

Opening Remarks – 8:40AM – 8:45AM

Morning Plenary Sessions -

A. The New Normal – Communicating and Cooperating Regionally and Provincially
8:45AM – 10:15AM

Identifying what the new normal is and will be for Alberta. Hear from a panel of legal, communications, and municipal speakers on how new mandates are already impacting communications with the Province, amongst regional municipalities, and between sub-regional municipalities, what the future may hold, and what municipalities are already doing to address it all.

15 MINUTE BREAK

B. “Going Regional” – What Does Regional Service Collaboration Really Mean in The New Normal
10:30AM – 12:00PM

With mandated cooperation and collaboration, regional service initiatives have never been more important and are the key to meeting the expectations that come with the new public service landscape in Alberta. Our panel of legal, engineering and accounting experts will provide practical advice ranging from:

- understanding the “big picture”, the tools available, and governing it all
- knowing the numbers from the onset, with the necessary business case development, cost allocations, and analyses
- how does it all tie together from concept, to shovel ready, and beyond

In each case, highlighting lessons learned, traps and successes.

Register On-line at <http://www.brownleelaw.com/emerging-trends-registration-2016>

Register On-line at <http://www.brownleelaw.com/emerging-trends-registration-2016>

LUNCH– 12:00PM – 1:00PM

Breakout Session #1

Emerging Technologies for Municipal Services – Drones, GPS, Surveillance and Privacy

1:00PM – 2:00PM

With advances in technology, new tools exist for delivering municipal services and enhancing public safety, including: use of drones for enforcement or monitoring purposes, video surveillance of municipal operations and public places, and GPS monitoring of fleet vehicles. This session will examine the legal and privacy implications of incorporating such new technologies into your municipal operations.

Breakout Session #2

Demystifying “Constructive Dismissal”

1:00PM – 2:00PM

In our current economy and political landscape change is a constant presence. Restructuring, reorganization and downsizing are human resources realities of regional change. What is constructive dismissal? What are the consequences and how can you avoid hidden traps and risk in this area when implementing changes within your municipality? This session will answer your questions.

15 MINUTE BREAK

Bear Pit Session

2:15PM- 3:30PM

Reception to Follow

If you have questions about the registration process you can contact Vicki Bains at vbains@brownleelaw.com.

If you have questions about the payment process you can contact Karen Monk at kmonk@brownleelaw.com

Brownlee LLP, 2200, 10155-102 Street, Edmonton Alberta T5J 4G8, 780-497-4800

Register On-line at <http://www.brownleelaw.com/emerging-trends-registration-2016>



2016 Annual Municipal Law Seminars

Central Seminar (Edmonton): Friday, February 19, 2016

Our 31st Annual Central Municipal Law Seminar will take place on Friday, February 19th in Edmonton. Our program will run from 8:30 AM – 3:45 PM with a reception to follow. Doors open at 7:45 AM. The cost to attend is \$100 per person (no GST) and includes continental breakfast, lunch, coffee breaks, a reception, and a materials booklet to take home. Please note advance registration is required.

Northern Seminar (Grande Prairie): Friday, February 26, 2016

Our 21st Annual Northern Municipal Law Seminar will take place on Friday, February 26th in Grande Prairie. Our program will run from 9:00 AM – 3:30 PM. Doors open at 8:30 AM. The cost to attend is \$75 per person (no GST) and includes continental breakfast, lunch, coffee breaks, and a materials booklet to take home. Please note advance registration is required.

Southern Seminar (Airdrie): Friday, March 11, 2016

Our 8th Annual Southern Municipal Law Seminar will take place on Friday, March 11th in Airdrie. Our program will run from 9:00 AM – 3:30 PM. Doors open at 8:30 AM. The cost to attend is \$75 per person (no GST) and includes continental breakfast, lunch, coffee breaks, and a materials booklet to take home. Please note advance registration is required.

This year's topics will include:

Panel Discussion: Governance Issues (Edmonton Location Only)

A panel discussion will be hosted on municipal governance issues, how they arise, and how they can be fixed. The discussion will address perennial issues, as well as recent trends and the effect of proposed amendments to the *Municipal Government Act*.

Drafting Effective and Enforceable Bylaws (Edmonton Location Only)

This session will offer practical tips on preparing bylaws that properly implement the policies and goals of Council, and which can be effectively enforced. It will outline some of the critical components to consider during the drafting process, and describe some of the common problems encountered when municipalities try to enforce their bylaws.

A Potpourri of Employment Issues & Ever Changing Laws In Workplaces

Medical pot at work, common law good faith duty, manager criminal safety conviction, sexual harassment and more will be discussed.

Don't Stop Believin'

Stalled or abandoned developments can present a number of issues for municipalities including concerns about public safety and unsightly properties. This session will address the steps municipalities can take to ensure developers carry out their obligations in a timely fashion, and the remedies available to a municipality when a developer does not. Topics will include Land Use Bylaw provisions, conditions on subdivision and development, and the issuance and enforcement of Stop Orders under the MGA.

The Dirt on Contaminated Sites

This session will discuss everything you ever wanted to know about dealing with contaminated lands but were afraid to ask.

Construction Project Delivery Models

This session will provide an overview of several contract options for municipalities to consider when developing construction projects and the relative benefits and drawbacks to each. It will also include relevant factors and considerations to take into account when determining which option to select on a particular project.

A more detailed agenda, which will include the times of each session, will be sent to those who register.



AGENDA ITEM

PROJECT: FCM Conference 2016		
PRESENTATION DATE: January 12, 2016		
DEPARTMENT: Municipal	WRITTEN BY: Tracy Haight	REVIEWED BY: Ron Leaf
BUDGET IMPLICATION: <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input checked="" type="checkbox"/> County Bylaw or Policy (cite) <i>Councillor and Board Reimbursement Policy</i>		
STRATEGIC PLAN THEME: Well Governed and Leading Organization	PRIORITY AREA: Advocate in the best interests of our community and region	STRATEGIES:
ATTACHMENT(S): N/A		
RECOMMENDATION: That Council considers Councillors availability to attend the FCM Conference 2016.		

BACKGROUND:

This year, the Federation of Canadian Municipalities (FCM) conference is scheduled for June 3 – 5 in Winnipeg. Staff would like Council's direction on Council attendance for conference registration purposes.

The Council and Board Reimbursement Policy provides for the Reeve and two Councillors to attend the FCM each year. The intent of the policy is to provide opportunity for all councillors to attend the FCM at least once during an election term.

Councillors Duncan and Vandermeer attended the FCM conference in 2013 and Councillors Greenwood and Laing attended in 2014. As per policy, all of Council attended in 2015 as the conference took place in Alberta.

Clearwater County

Councilor and Board Member Remuneration Statement

For the Year of2015.....

Name of Councilor / Board Member Jim Duncan

Payment Periods

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

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

Date	Type of Meeting Attended	First 4 Hours \$156.00	Next 4 Hours \$124.00	Next 4 Hours \$124.00	Regular Council Meeting \$283.00	Lunch \$16.00	Mileage @ \$0.55 / km
Dec 2	Rec Board	X					40
Dec 3	Meet FCSS Director, Interview with Parks Canada-Historic Sites	X					40
Dec 4	Speight Road Stakeholders Meeting, CCRC subcommittee meeting	X					40
Dec 8	Regular Council				X		40
Dec 9	Internet committee	X					20
Dec 9	FCSS Board	X					20
Dec 14	Special Council meeting	X					40
Dec 15	Sasquatch and Partners Presentation to Brazeau County	X					40
Dec 16	FCSS – Interagency meeting	X					40

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Remuneration Calculation

<u>8</u>	Meetings @ \$156.00=	<u>1248.00</u>	<u>320</u>	Kms @ \$0.55=	<u>176.00</u>
<u>—</u>	Meetings @ \$124.00=	<u>—</u>	<u>—</u>	Lunch @ \$16.00=	<u>—</u>
<u>1</u>	Meetings @ \$283.00=	<u>283.00</u>			
	Supervision=	<u>550.00</u>			
	TOTAL=	<u>2081.00</u>		TOTAL=	<u>176.00</u>

Signature {Councilor / Board Member}



Clearwater County Councilor and Board Member Remuneration Statement

For the Year of ...**2015**.....

Name of Councilor / Board Member

EARL GRAHAM

Payment Periods

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

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

Date	Type of Meeting Attended	First 4 Hours \$156.00	Next 4 Hours \$124.00	Next 4 Hours \$124.00	Regular Council Meeting \$283.00	Lunch \$16.00	Mileage @ \$0.55 / km
<i>Nov 1/15</i>	<i>SPOG</i>	✓	✓				<i>90</i>
<i>Nov 7/15</i>	<i>Westview</i>						
<i>Nov 8/15</i>	<i>COUNCIL</i>				✓		<i>92</i>
<i>Nov 9/15</i>	<i>OLDS Bill 6</i>	✓	✓				

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Remuneration Calculation

<i>1</i>	<i>Westview Lodge @ 72</i>	<i>\$72.00</i>				
<i>2</i>	Meetings @ \$156.00=	<i>312.00</i>		<i>182</i>		Kms @ \$0.55= <i>100.10</i>
<i>2</i>	Meetings @ \$124.00=	<i>248.00</i>				Lunch @ \$16.00= <i>—</i>
<i>1</i>	Meetings @ \$283.00=	<i>283.00</i>				
	Supervision=	<i>550.00</i>				
	TOTAL=	<i>1465.00</i>				TOTAL= <i>100.10</i>

Signature {Councilor / Board Member} *Earl Graham*

Clearwater County

Councilor and Board Member Remuneration Statement

For the Year of ...2015.....

Name of Councilor / Board Member Kyle Greenwood.....

Payment Periods

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

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

Date	Type of Meeting Attended	First 4 Hours \$156.00	Next 4 Hours \$124.00	Next 4 Hours \$124.00	Regular Council Meeting \$283.00	Lunch \$16.00	Mileage @ \$0.55 / km
Oct. 2	ASCHA Regional Mtg. @ Stettler*	X*	X*				*
Oct. 5	Arena Tour/ Mtg. with Town Council	X					30
Oct. 7	Celebrating our Successes @ Rocky	X	X				30
Oct. 13	CWC- Council				X		30
Oct. 14	RSHC*	X*					*
Oct. 14	CCPAC	X					30
Oct. 16	CAAMDC @ Ridgewood Hall	X	X				158
Oct. 20	Regional ASB @ Stettler	X	X				30
Oct. 23	RCLC	X					30
Oct. 27	CWC- Council/ Org. Mtg.				X		30
Oct. 28	Rocky Library Reg. Mtg/ Finance Comm.	X					30

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Remuneration Calculation

3	Westview Mtgs @ 72	216.00		
7	Meetings @ \$156.00=	1092.00	398	Kms @ \$0.55= 218.90
3	Meetings @ \$124.00=	372.00		Lunch @ \$16.00=
2	Meetings @ \$283.00=	566.00		
	Supervision=	550.00		
	TOTAL=	2796.00		TOTAL= 218.90

Signature {Councilor / Board Member} Kyle Greenwood.....

Clearwater County Councilor and Board Member Remuneration Statement For the Year of ...2015.....

Name of Councilor / Board Member Kyle Greenwood.....

Payment Periods

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

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

Date	Type of Meeting Attended	First 4 Hours \$156.00	Next 4 Hours \$124.00	Next 4 Hours \$124.00	Regular Council Meeting \$283.00	Lunch \$16.00	Mileage @ \$0.55 / km
Nov. 5	Parkland Reg. Library	X					160
Nov. 5	DTRB	X					44
Nov. 10	CWC-Council				X		30
Nov. 12	NSRP- Biodiversity Framework	X					30
Nov. 12	Physician Recruitment	X					30
Nov. 16	AAMDC	X					209
Nov. 17	AAMDC	X	X				
Nov. 18	AAMDC	X	X				209
Nov. 19	RCLC	X					30
Nov. 24	CWC- Council				X		30
Nov. 25	Rocky Library	X					30
Nov. 26	Festival of Trees- Rocky	X					30
Nov. 27	CWC- ASB	X					30
Nov. 30	Urban Aboriginal Community Planning	X					30

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Remuneration Calculation

<u>12</u>	Meetings @ \$156.00=	<u>1872.00</u>	<u>892</u>	Kms @ \$0.55=	<u>490.60</u>
<u>2</u>	Meetings @ \$124.00=	<u>248.00</u>		Lunch @ \$16.00=	
<u>2</u>	Meetings @ \$283.00=	<u>566.00</u>			
	Supervision=	<u>550.00</u>	Hotel Receipts		<u>351.92</u>
	TOTAL=	<u>3236.00</u>	* ON FILE		
			TOTAL=		<u>842.52</u>

Signature {Councilor / Board Member} Kyle Greenwood.....

Clearwater County

Councilor and Board Member Remuneration Statement

For the Year of ...2015.....

Name of Councilor / Board Member Theresa Lewis

Payment Periods

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

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

Date	Type of Meeting Attended	First 4 Hours \$156.00	Next 4 Hours \$124.00	Next 4 Hours \$124.00	Regular Council Meeting \$283.00	Lunch \$16.00	Mileage @ \$0.55 / km
Nov 5	VIC Board meeting	✓					14
Nov 10	Council				✓		14
Nov 15	AAADC EOP Council	✓	✓	✓		✓	230
Nov 17	AAADC	✓	✓				—
Nov 18	AAADC	✓	✓				—
Nov 19	AAADC	✓	✓				230
Nov 23	FCS	✓					14
Nov 24	Council				✓		14
Nov 25	FCS Prov Conference	✓	✓	✓			—
Nov 26	FCS Prov Conf	✓	✓				—
Nov 27	FCS Prov Conf	✓	✓				—

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Remuneration Calculation

9	Meetings @ \$156.00=	1404.00 ✓	516	Kms @ \$0.55=	283.80 ✓
9	Meetings @ \$124.00=	1116.00 ✓	1	Lunch @ \$16.00=	16.00 ✓
2	Meetings @ \$283.00=	566.00 ✓	Hotel & Meal Receipts 721.69 ✓		
	Supervision=	550.00 ✓	* ON FILE		
	TOTAL=	3636.00		TOTAL=	1021.49

Signature {Councilor / Board Member} Theresa Lewis

Clearwater County

Councilor and Board Member Remuneration Statement

For the Year of ...2015.....

Name of Councilor / Board Member Theresa Luning

Payment Periods

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

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

Date	Type of Meeting Attended	First 4 Hours \$156.00	Next 4 Hours \$124.00	Next 4 Hours \$124.00	Regular Council Meeting \$283.00	Lunch \$16.00	Mileage @ \$0.55 / km
Dec 3	MUSEUM	✓					14
Dec 3	Central AB Prep Center Fund Raise	✓					14
Dec 8	Council.				✓		14
Dec 9	SCSS	✓					14
Dec 14	Special Council Meeting	✓					14
Dec 16	Interagency	✓					14

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Remuneration Calculation

5	Meetings @ \$156.00=	780.00 ✓	84	Kms @ \$0.55=	46.20 ✓
-	Meetings @ \$124.00=	-		Lunch @ \$16.00=	-
1	Meetings @ \$283.00=	283.00 ✓			-
	Supervision=	550.00 ✓			-
	TOTAL=	<u>1613.00</u>		TOTAL=	<u>46.20</u>

Signature {Councilor / Board Member} Theresa Luning

Clearwater County

Councilor and Board Member Remuneration Statement

For the Year of ...2015.....

Name of Councilor / Board Member Curt Maki

Payment Periods

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

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

Date	Type of Meeting Attended	First 4 Hours \$156.00	Next 4 Hours \$124.00	Next 4 Hours \$124.00	Regular Council Meeting \$283.00	Lunch \$16.00	Mileage @ \$0.55 / km
Dec 1	Bill 6 Info Session	✓					110
Dec 3	RDRMUG	✓	✓				435
Dec 8	Council				✓		70
Dec 14	Special Mtg.	✓					70

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Remuneration Calculation

3	Meetings @ \$156.00=	468.00 ⁺	685	Kms @ \$0.55=	376.75 ⁺
1	Meetings @ \$124.00=	124.00 ⁺		Lunch @ \$16.00=	
1	Meetings @ \$283.00=	283.00 ⁺			
	Supervision=	550.00 ⁺			
	TOTAL=	1425.00		TOTAL=	376.75

Signature {Councilor / Board Member} Curt Maki

Clearwater County

Councilor and Board Member Remuneration Statement

For the Year of ...2015.....

Name of Councilor / Board Member Curt Mak

Payment Periods

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

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

Date	Type of Meeting Attended	First 4 Hours \$156.00	Next 4 Hours \$124.00	Next 4 Hours \$124.00	Regular Council Meeting \$283.00	Lunch \$16.00	Mileage @ \$0.55 / km
Nov 10	Council				✓		70
Nov 16	AAMDC	✓					
Nov 17	AAMDC	✓	✓				
Nov 18	AAMDC	✓	✓				
Nov 19	AAMDC	✓	✓				396
Nov 24	Council				✓		70
Nov 25	Ag Rec (Sprung)	✓	✓				70
Nov 26	Regional Fire	✓					78
Nov 28	Parade	✓					70

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Remuneration Calculation

<u>7</u>	Meetings @ \$156.00=	<u>1092.00</u>	<u>754</u>	Kms @ \$0.55=	<u>414.70</u>
<u>4</u>	Meetings @ \$124.00=	<u>496.00</u>	<u> </u>	Lunch @ \$16.00=	<u> </u>
<u>2</u>	Meetings @ \$283.00=	<u>566.00</u>	Hotel & Meal Receipts		<u>725.17</u>
	Supervision=	<u>550.00</u>	* ON FILE		
	TOTAL=	<u>2704.00</u>		TOTAL=	<u>1139.87</u>

Signature {Councilor / Board Member} Curt Mak

Clearwater County Councilor and Board Member Remuneration Statement For the Year of ...2015.....

Name of Councilor / Board Member **P.AT.ALEXANDER**.....

Payment Periods

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

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

Date	Type of Meeting Attended	First 4 Hours \$156.00	Next 4 Hours \$124.00	Next 4 Hours \$124.00	Regular Council Meeting \$283.00	Lunch \$16.00	Mileage @ \$0.55 / km
12/03/15	Parks Canada	X					74
12/08/15	Council				X		74
12/09/15	Mayor-Reeves	X					74
12/10/15	Chamber Luncheon	X					74
12/11/15	CAAMDC 3-Hills	X	X				391
12/14/15	Special Council	X	X				74
12/14/15	Meet with Mountaineer			X		X	
12/16/15	NSWA	X	X	X		X	382

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Remuneration Calculation

<u>6</u>	Meetings @ \$156.00=	<u>936.00</u>	<u>1143</u>	Kms @ \$0.55=	<u>628.65</u>
<u>5</u>	Meetings @ \$124.00=	<u>620.00</u>	<u>2</u>	Lunch @ \$16.00=	<u>32.00</u>
<u>1</u>	Meetings @ \$283.00=	<u>283.00</u>			
	Supervision=	<u>850.00</u>			
	TOTAL=	<u>2689.00</u>		TOTAL=	<u>360.65</u>

Clearwater County Councilor and Board Member Remuneration Statement For the Year of ...2015.....

Name of Councilor / Board Member P.A.T.ALEXANDER.....

Payment Periods

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

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

Date	Type of Meeting Attended	First 4 Hours \$156.00	Next 4 Hours \$124.00	Next 4 Hours \$124.00	Regular Council Meeting \$283.00	Lunch \$16.00	Mileage @ \$0.55 / km
11/04/15	Goldeye Centre	X					245
11/09/15	Airport	X					74
11/09/15	West Central Remember						
11/09/15	Hospital		X			X	
11/10/15	Council				X		74
11/11/15	Remembrance Day						
11/12/15	NSWA Headwaters	X	X				225
11/16/15	AAMDC	X	X				192
11/17/15	AAMDC				X		
11/18/15	AAMDC				X		
11/19/15	AAMDC	X	X				192
11/24/15	Council				X		74

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Remuneration Calculation

<u>5</u>	Meetings @ \$156.00=	<u>780.00</u> ✓	<u>1076</u>	Kms @ \$0.55=	<u>591.80</u> ✓
<u>4</u>	Meetings @ \$124.00=	<u>496.00</u> ✓	<u>1</u>	Lunch @ \$16.00=	<u>16.00</u> ✓
<u>4</u>	Meetings @ \$283.00=	<u>1132.00</u> ✓	Hotel Receipt on File		<u>527.88</u> ✓
	Supervision=	<u>850.00</u> ✓			
	TOTAL=	<u>3258.00</u>		TOTAL=	<u>1135.68</u>

Clearwater County

Councilor and Board Member Remuneration Statement

For the Year of ...2015.....

Name of Councilor / Board Member Kyle Greenwood.....

Payment Periods

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

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

Date	Type of Meeting Attended	First 4 Hours \$156.00	Next 4 Hours \$124.00	Next 4 Hours \$124.00	Regular Council Meeting \$283.00	Lunch \$16.00	Mileage @ \$0.55 / km
Dec. 2	Sneek Peek- Arena/Rec Centre	X					30
Dec. 8	CWC- Council				X		30
Dec. 9	Rural Crime Watch- Leslieville	X					26
Dec. 11	CAAMDC- Three Hills	X	X				30
Dec. 14	CWC- Council				X		30
Dec. 16	CCPAC	X					30
Dec. 17	RCLC- AGM	X					30

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Remuneration Calculation

<u>5</u>	Meetings @ \$156.00=	<u>780.00</u> ✓	<u>206</u>	Kms @ \$0.55=	<u>113.30</u> ✓
<u>1</u>	Meetings @ \$124.00=	<u>124.00</u> ✓	<u> </u>	Lunch @ \$16.00=	<u> </u>
<u>2</u>	Meetings @ \$283.00=	<u>566.00</u> ✓			
	Supervision=	<u>550.00</u> ✓			
	TOTAL=	<u>2020.00</u>		TOTAL=	<u>113.30</u>

Signature {Councilor / Board Member} Kyle Greenwood.....

Clearwater County Councilor and Board Member Remuneration Statement

For the Year of ...2015.....

Name of Councilor / Board Member JOHN VANDERMEER

Payment Periods

- | | | | |
|-----------|----------|----------|-----------------|
| January | February | May | June |
| March | April | July | August |
| September | October | November | <u>December</u> |

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

Date	Type of Meeting Attended	First 4 Hours \$156.00	Next 4 Hours \$124.00	Next 4 Hours \$124.00	Regular Council Meeting \$283.00	Lunch \$16.00	Mileage @ \$0.55 / km
3	WEST CENTRAL STR.	✓					70
8	COUNCIL				✓		80
9	CCRCC	✓					80
14	SPECIAL COUNCIL	✓					80

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Remuneration Calculation

<u>3</u>	Meetings @ \$156.00=	<u>468.00</u>			Kms @ \$0.55=	<u>170.50</u>
	Meetings @ \$124.00=		<u>310</u>		Lunch @ \$16.00=	
<u>1</u>	Meetings @ \$283.00=	<u>283.00</u>				
	Supervision=	<u>550.00</u>				
	TOTAL=	<u>1301.00</u>			TOTAL=	<u>170.50</u>

Signature {Councilor / Board Member}

Clearwater County Councilor and Board Member Remuneration Statement

For the Year of2015.....

Name of Councilor / Board Member JOHN VANDERMEER

Payment Periods

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

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

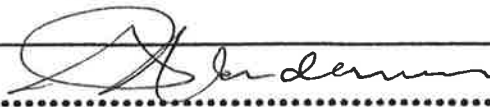
Date	Type of Meeting Attended	First 4 Hours \$156.00	Next 4 Hours \$124.00	Next 4 Hours \$124.00	Regular Council Meeting \$283.00	Lunch \$16.00	Mileage @ \$0.55 / km
4	SDAB TRAINING	✓	✓				80
6	CCRCC	✓					80
9	SUSTAINABILITY CONF.	✓	✓				160
9	CAROLINE SCHOOL AWARDS						
10	COUNCIL				✓		80
16	AAMDC	✓					224
17	AAMDC	✓	✓				
18	AAMDC	✓	✓				
19	AAMDC	✓					224
24	COUNCIL				✓		80
25	CCRCC	✓					80
26	REGIONAL FIRE	✓					16
26	CAEP		✓				160

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Remuneration Calculation

<u>9</u>	Meetings @ \$156.00=	<u>1404.✓</u>	<u>1184</u>	Kms @ \$0.55=	<u>651.20</u>
<u>5</u>	Meetings @ \$124.00=	<u>620.✓</u>	<u>CAEP</u>	Lunch @ \$16.00=	<u>63.00✓</u>
<u>2</u>	Meetings @ \$283.00=	<u>566.✓</u>		SUSTAINABILITY	<u>160.82</u>
	Supervision=	<u>550.✓</u>		AAMDC - COAST	<u>527.88</u>
	TOTAL=	<u>3140.✓</u>		TOTAL=	<u>1,402.90</u>

Signature {Councilor / Board Member}



Clearwater County

Councilor and Board Member Remuneration Statement

For the Year of ...2015.....

Name of Councilor / Board Member JOHN VANDERMEER

Payment Periods

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

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

Date	Type of Meeting Attended	First 4 Hours \$156.00	Next 4 Hours \$124.00	Next 4 Hours \$124.00	Regular Council Meeting \$283.00	Lunch \$16.00	Mileage @ \$0.55 / km
5	ARENA / JT. COUNCIL	✓					80
8	MPC	✓	✓				80
8	WEST CENTRAL STK.			✓			70
13	COUNCIL				✓		80
15	DIGITAL FUTURES	✓	✓				80
16	DIGITAL FUTURES	✓	✓				80
21	CCRCC	✓					80
22	BUSINESS INNOVATION	✓	✓				80
26	REGIONAL FIRE	✓					80
27	COUNCIL				✓		80
29	LEGAL OPINIONS	✓					80

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Remuneration Calculation

8	Meetings @ \$156.00=	1248.00		870	Kms @ \$0.55=	478.50
5	Meetings @ \$124.00=	620.00			Lunch @ \$16.00=	
2	Meetings @ \$283.00=	566.00			DIGITAL Fut.	136.96
	Supervision=	550.00				
	TOTAL=	2984.00			TOTAL=	615.46

Signature {Councilor / Board Member}

John Vandermeer

Clearwater County Councilor and Board Member Remuneration Statement

For the Year of ...2015.....

Name of Councilor / Board Member JOHN VANDERMEER

Payment Periods

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

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

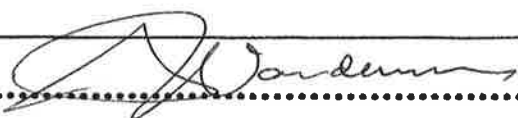
Date	Type of Meeting Attended	First 4 Hours \$156.00	Next 4 Hours \$124.00	Next 4 Hours \$124.00	Regular Council Meeting \$283.00	Lunch \$16.00	Mileage @ \$0.55 / km
2	CCRCC	✓					80
2	DR RECRUITMENT		✓				80
8	COUNCIL				✓		80
9	CCRCC	✓					80
10	MPC	✓	✓				80
21	A + P	✓	✓				80
22	COUNCIL				✓		80
23	AUMA - CALGARY	✓	✓				150
24	AUMA - CALGARY	✓	✓				150
30	CCRCC	✓					80
25	AUMA	✓					
29	REGIONAL FIRE	✓					80

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Remuneration Calculation

<u>9</u>	Meetings @ \$156.00=	<u>1404.</u>			
<u>5</u>	Meetings @ \$124.00=	<u>620.</u>	<u>1020</u>	Kms @ \$0.55=	<u>561.00</u>
<u>2</u>	Meetings @ \$283.00=	<u>566.</u>		Lunch @ \$16.00=	<u> </u>
	Supervision=	<u>550.</u>			
	TOTAL=	<u>3140.</u>		TOTAL=	<u>561.00</u>

Signature {Councilor / Board Member}



Clearwater County

Councilor and Board Member Remuneration Statement

For the Year of ...2015.....

Name of Councilor / Board Member JOHN VANDERMEER

Payment Periods

- | | | | |
|-----------|----------|----------|---------------|
| January | February | May | June |
| March | April | July | <u>August</u> |
| September | October | November | December |

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

Date	Type of Meeting Attended	First 4 Hours \$156.00	Next 4 Hours \$124.00	Next 4 Hours \$124.00	Regular Council Meeting \$283.00	Lunch \$16.00	Mileage @ \$0.55 / km
11	COUNCIL				✓		80
13	MPC	✓					80
25	COUNCIL				✓		80

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Remuneration Calculation

<u>1</u>	Meetings @ \$156.00=	<u>156.</u>	<u>240</u>	Kms @ \$0.55=	<u>132.00</u>
	Meetings @ \$124.00=	<u> </u>		Lunch @ \$16.00=	<u> </u>
<u>2</u>	Meetings @ \$283.00=	<u>566.</u>			
	Supervision=	<u>550.</u>			
	TOTAL=	<u>1272.</u>		TOTAL=	<u>132.00</u>

Signature {Councilor / Board Member} [Signature]

Clearwater County Councilor and Board Member Remuneration Statement For the Year of ...2015.....

Name of Councilor / Board Member JOHN VANDERMEER

Payment Periods

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

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

Date	Type of Meeting Attended	First 4 Hours \$156.00	Next 4 Hours \$124.00	Next 4 Hours \$124.00	Regular Council Meeting \$283.00	Lunch \$16.00	Mileage @ \$0.55 / km
13	RD COLLEGE TOUR	✓					160
14	COUNCIL				✓		80
16	REGIONAL FIRE	✓					80
22	CREMA	✓					80
28	COUNCIL				✓		80

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Remuneration Calculation

<u>3</u>	Meetings @ \$156.00=	<u>468.</u>		<u>480</u>	Kms @ \$0.55=	<u>264.00</u>
	Meetings @ \$124.00=				Lunch @ \$16.00=	
<u>2</u>	Meetings @ \$283.00=	<u>566.</u>				
	Supervision=	<u>550.</u>				
	TOTAL=	<u>1584.</u>			TOTAL=	<u>264.00</u>

Signature {Councilor / Board Member}

.....
[Signature]