

CLEARWATER COUNTY COUNCIL AGENDA

April 23, 2019

9:00 am

Council Chambers

4340 – 47 Avenue, Rocky Mountain House, AB

DELEGATIONS

9:00 am Cindy Easton, Executive Director, Mountain Rose Women's Shelter (MRWS) & Kirby Bigchild, Executive Director, Rocky Native Friendship Centre - Community Working Group on Homelessness

9:30 am Roger Smolnicky, Director Recreation, Town of Rocky Mountain House

1:00 pm Phil Dirks, Metrix Group LLP – Draft 2018 Financial Statements

A. CALL TO ORDER

B. AGENDA ADOPTION

C. CONFIRMATION OF MINUTES

1. April 9, 2019 Regular Meeting of Council Minutes

D. DELEGATIONS

1. 9:00 am Community Working Group on Homelessness

E. AGRICULTURE & COMMUNITY SERVICES

1. 9:30 am Town of Rocky Mountain House Capital Funding Request for North Saskatchewan River Park Improvements
2. Draft 'Grant Funding for Community Halls' Policy and Procedures

F. PUBLIC WORKS

1. Grader Beat Contract Tender Award – Beat # 501, 508, 510, & 513

G. MUNICIPAL

1. Sunde Petroleum Operators Group (SPOG) Board of Directors Appointment
2. Alberta Masters Games – Road Race Request for Resources
3. Appointment of Clearwater County's Director of Emergency Management

H. CORPORATE SERVICES

1. Direction for Tax Rate Bylaw 1065/19
2. Allocation of Surplus for Year Ending December 31,2018
3. 1:00 pm Auditors' Report, Metrix Group LLP - Draft 2018 Financial Statements

I. INFORMATION

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

J. ADJOURNMENT

TABLED ITEMS

<u>Date</u>	<u>Item, Reason and Status</u>
06/13/17	213/17 identification of a three-year budget line for funding charitable/non-profit organizations' operational costs pending review of Charitable Donations and Solicitations policy amendments.



DELEGATION

SUBJECT: Community Working Group on Homelessness – Cindy Easton, Executive Director, Mountain Rose Women’s Shelter Association and Kirby Bigchild, Executive Director, Rocky Native Friendship Centre		
PRESENTATION DATE: April 23, 2019		
DEPARTMENT: Delegation	WRITTEN BY: Tracy Haight, EA	REVIEWED BY: Rick Emmons, CAO
BUDGET CONSIDERATIONS: <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)		
COMMUNITY BUILDING PILLAR (check all that apply):		
<input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Governance Leadership <input type="checkbox"/> Fiscal Responsibilities <input type="checkbox"/> Environmental Stewardship <input checked="" type="checkbox"/> Community Social Growth		

STAFF RECOMMENDATION:

1. That Council receives the Community Working Group on Homelessness Delegation’s information as presented.
2. That Council considers appointing a member of Council to the Community Working Group on Homelessness.

BACKGROUND:

The Community Working Group on Homelessness is a joint initiative of organizations, non-profit groups and community leaders who are working together to address homelessness in the area.

Members include Staff Sergeant J. Penner, RCMP; David Carter, Lord’s Food Bank; Kirby Bigchild, Rocky Native Friendship Centre; and, Karen Kantor and Cindy Easton, Mountain Rose Women’s Shelter Association.

The Group’s focus is to have community shelter(s) in place for men, women, and youth who are experiencing homelessness within our communities.

The Group also asks that Council consider appointing a Councillor to the Community Working Group on Homelessness.



REQUEST FOR DECISION

SUBJECT: Town of Rocky Mountain House Capital Funding Request for North Saskatchewan River Park Improvements		
PRESENTATION DATE: April 23, 2019		
DEPARTMENT: Ag and Community Services	WRITTEN BY: Matt Martinson, Director Ag and Community Services	REVIEWED BY: Rick Emmons, CAO
BUDGET CONSIDERATIONS: <input type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input checked="" type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy (cite)		
COMMUNITY BUILDING PILLAR (check all that apply):		
<input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Governance Leadership <input type="checkbox"/> Fiscal Responsibilities <input type="checkbox"/> Environmental Stewardship <input checked="" type="checkbox"/> Community Social Growth		
ATTACHMENT: Town of Rocky Mountain House Request for Decision		

STAFF RECOMMENDATION:

1) That Council adjusts the 2019 operating budget by increasing Community Services Recreation by \$200,000 and decreasing transfers to reserves by the same amount.

BACKGROUND:

The Town of Rocky Mountain House Recreation department is here today to provide Council with an update regarding their plans for improvements to the North Saskatchewan River Park.



Town of Rocky Mountain House Request for Decision

Item:

Update on scope change for Investment into North Saskatchewan River Park

Recommendation:

That council supports investing into NSRP the amount of \$200,000.00 with the following terms:

1. A GRANT WAS APPROVED for \$375,484
2. That Clearwater County will match the \$200,000.00;
3. Rocky Agriculture and Stampede Association contribution of \$30,000 cash
4. Rocky Mountain Chuckwagon Association contribution of \$110,000.00 cash
5. Rocky Lions Club contribution of \$15,000 cash

The Total \$930,484

Funds to be used towards:

- | | |
|-----------------------------|-------------------|
| 1. Covered Bleachers | budget \$600,000; |
| 2. Power | budget \$60,000; |
| 3. Non-potable Water system | budget \$45,000; |
| 4. Portable bleachers | budget \$85,000; |
| 5. Fencing | budget \$60,000; |
| 6. Infield Box Upgrades | budget \$25,000; |
| 7. Contingency | budget \$55,484; |

A total \$930.484

Note: there is no power to the infield and we may add this to the project once we know the final costs of other items.

Target Decision Date:	April 2.18
Submitted By:	R. Smolnicky
Reviewed By:	D. Krause

BACKGROUND

Overview:

NSRP was initially developed in the late 1990's to become a phased in recreation grounds.

Phase 1 included an investment of 1.7 million dollars towards the relocation of the rodeo grounds, bleachers, and also included was a BMX track that was not built.

Phase 2 was for sport fields, soccer and ball fields. This was cancelled in the approved Recreation Master plan as it would interfere with the site being used for special events. Also, it was recommended within the Recreation Master plan that the new ball fields and soccer fields be built when a new school site is being considered.

Phase 3- the development of a full serviced campground - this was not pursued as the Town does not own this land it was to be situated on, and with the approved Recreation Master Plan this will not be pursued

Historical:

There is no record of approved expenditures other than what has been done to date, although there are many that believe further improvements were promised. Such as covered bleachers.

Administration has investigated what concerns both the Rocky Agriculture and Stampede Association and the Rocky Mountain Chuckwagon Association and what they felt were imperative to make their events stable and or grow.

Public meetings were held in 2017 and close to 100 people attended.

Legislation and Policy:

n/a

Strategic Plan:

1. The Town of Rocky Mountain House is maintaining our community's assets.
2. The Town of Rocky Mountain House is a collaborative community.
3. The Town of Rocky Mountain House is a tourism destination.

Communication and Citizen Engagement:

Meetings have been held with:

Rocky Agriculture and Stampede Association

Rocky Mountain Chuckwagon Association

NSRP joint meetings of the Town, RASA board, RMCA board

Financial Implications:

Funds to come from Capital reserves.

Organizational:
<i>The Director of Recreation and Community Services would be involved with the development of and implementation of the NSRP plan. The Town will be responsible for the required quotes for service.</i>
Comments:
<i>At the March 21,2019 joint meeting with the Town/RASA/RMCA there was consensus on the scope change that has been indicated in this report and that the project be coordinated by the Town.</i>
Alternatives:
<i>a. Support the recommendation b. Not support the recommendation c. Fund a portion of the costs</i>
Recommended Alternative:
<i>A. That council continues to support investing into NSRP the amount of \$200,000.00</i>
Reports/Documents:
<i>A GRANT WAS APPROVED funding announcement Minutes of March 21Joint meeting held with Town, RASA and RMCA</i>



REQUEST FOR DECISION

SUBJECT: Draft 'Grant Funding for Community Halls' Policy and Procedures		
PRESENTATION DATE: April 23, 2019		
DEPARTMENT: Ag and Community Services	WRITTEN BY: Matt Martinson, Director Ag and Community Services	REVIEWED BY: Rick Emmons, CAO
BUDGET CONSIDERATIONS: <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 (Capital Grant Funding for Community Halls)		
COMMUNITY BUILDING PILLAR (check all that apply):		
<input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Governance Leadership <input type="checkbox"/> Fiscal Responsibilities <input type="checkbox"/> Environmental Stewardship <input checked="" type="checkbox"/> Community Social Growth		
ATTACHMENT(S):		
1) Current 'Capital Grant Funding for Community Halls' Policy 2) Draft 'Grant Funding for Community Halls' Policy 3) Draft 'Grant Funding for Community Halls' Procedures 4) Current 'Community Hall and Community Group Insurance' Policy		
STAFF RECOMMENDATION:		
1) That Council approves or amends the Community Hall Funding Policy		

BACKGROUND:

At its March 26th meeting Council received a presentation from administration that outlined various options for improving the Community Hall Funding Policy. Council provided administration direction to develop a policy based on a split flat rate funding model.

Attached is the recommended draft Community Hall Funding policy.



CLEARWATER COUNTY
CAPITAL GRANT FUNDING FOR COMMUNITY HALLS

EFFECTIVE DATE:	AUGUST 14, 2012
REVISED DATE:	OCTOBER 2016
SECTION:	COMMUNITY SERVICES
POLICY STATEMENT:	To establish guiding principles that outline the requirements for Community Hall Association/Society to submit applications for Clearwater County Capital Grant Funding. These will be use by the County’s Administration in the initial determination of whether a grant request meets the requirements for presentation to Clearwater County Council. Grant requests will not be considered when requests are provide funding for operating costs.
DEFINITIONS:	<p>Community Hall Association/Society: An Alberta registered non-profit association or society which has a physical location (Community Hall) within Clearwater County that provides community, cultural or recreational programs within the community.</p> <p>Clearwater County Annual Budget Available for Capital Project to Community Halls: An amount of total funding amount that is included in the approved annual budget, which may be made available to any community hall/association for capital projects, as defined within the capital project definition within this policy.</p> <p>Capital Project: For the purposes of this policy, a project shall be deemed a capital project if it is a:</p> <ul style="list-style-type: none"> a) Structural upgrade or expansion of the hall building; b) Major equipment essential to the operation of the hall (e.g. stoves, coolers, furnace) where the cost of the equipment exceeds \$2,500.00 and has a life expectancy of more than 5 years; or, c) Major equipment of improvements that enhance the level of service available through the hall ((e.g. playground equipment, sidewalks, parking lot paving, etc.) where the cost of the project exceeds \$2,500.00 d) On approved projects the County may provide funding on a 50/50 cost share basis. Community Halls are expected to match County funds with cash, materials, labour, donated equipment, or



**CLEARWATER COUNTY
CAPITAL GRANT FUNDING FOR COMMUNITY HALLS**

POLICY

	<p>other “gifts in kind”. (See Appendix B for assistance in determining financial values.)</p> <p>e) County funding will generally not exceed a maximum of \$15,000.00 per specific project.</p> <p>Funder of Last Resort: The County should be viewed as a funder of last resort, meaning all other possible sources of contributions have been made prior to a Capital Grant Request being made. When applying for grant funding from Clearwater County, Community Halls shall demonstrate that they have raised, or attempted to raise funds from other sources.</p> <ul style="list-style-type: none"> a) Hall Revenue; b) Provincial Grants (Community Lottery Boards, Wildrose Foundation, Community Facility Enhancement Program (CFEP) etc.); c) Corporate Donations; and d) Donations from the community at large (donations may be either cash or gifts in kind, such as donated equipment, donated labour or services such as plumbers, carpenters, architects, etc.) <p>Operating Costs: Costs that include regular maintenance, wages, or direct delivery costs of a program or service (painting, janitorial, field/facility rental, service contracts, etc.)</p> <p>The County will not provide funding for operating costs within this grant. This does not include the cost of insurance as described in the County’s Community Hall and Community Groups Insurance policy.</p>
<p>PROCEDURE:</p>	<p>1. Applications for capital funding must be either typed or handwritten and should be on the application attached as “Appendix A”. Application forms must be fully completed and must include:</p> <ul style="list-style-type: none"> a) A description of the project; b) The purpose of the project and the benefit the project will have to the hall; c) A project budget outlining revenues, expenses and the sources thereof; d) The amount of funding being requested from the County; e) A schedule of when the work will be completed; f) Community hall financial statements; g) A demonstration of hall activity (i.e. bookings list, etc);



CLEARWATER COUNTY CAPITAL GRANT FUNDING FOR COMMUNITY HALLS

	<ul style="list-style-type: none">h) A five year sustainability plan; andi) Multiple quotations regarding the project. <p>2. Completed applications forms must be submitted to the Community and Protective Services Department prior to November 1 of the prior calendar year for review, further consideration and presentation to Council for approval or denial. Completed applications forms submitted to the Community and Protective Services Department after November 1 of the prior calendar year for review may or may not be forwarded for presentation to Council for further consideration.</p>



**CLEARWATER COUNTY
CAPITAL GRANT FUNDING FOR COMMUNITY HALLS**

APPENDIX A

Section 1 – Organization Name and Contact Person:

Group Name: _____

Contact Name: _____

Mailing Address: _____

Contact Number: _____

Contact Email: _____

Section 2 – Project Description:

Proposed Project:

(Please describe the planned capital project in detail, including the work that will be completed and how it will be of benefit to your group/community. Refer to the capital grant policy for information on what is considered an eligible capital project.)



CLEARWATER COUNTY CAPITAL GRANT FUNDING FOR COMMUNITY HALLS

Estimated Project Timeline:

(Please Include the Estimated Start and Finish Dates for the Proposed Project)

Estimated Start Date: _____

Estimated Date of Completion: _____

Section 3 – Financial Information

Available Funding:

(Please include an itemized accounting of all estimated sources of funding for the project, and how much funding each source is providing. This includes items such as monetary donations, donated labour/materials. **Do not** include the funding that you are requesting through this grant.)

Contributor	Amount
Total Available Funding:	\$



CLEARWATER COUNTY CAPITAL GRANT FUNDING FOR COMMUNITY HALLS

Estimated Project Expenses:

(Please include an itemized accounting of all estimated project costs, including materials and labour. Attach quotes wherever possible.)

Total Estimated Project Cost:	\$

Grant Funding Requested:

(The amount you are requesting through this grant should equal the difference between the estimated project expenses and the funding that you currently have available, which is noted above. As noted in Clearwater County's capital grant policy, this grant does not generally fund more than 50% of the total project expenses, nor does grant funding typically exceed more than \$15,000.00 per project)

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Total estimated project cost (minus) Total available funding (equals) **GRANT FUNDING REQUESTED**



**CLEARWATER COUNTY
CAPITAL GRANT FUNDING FOR COMMUNITY HALLS**

Section 4 – Background Information

Previous Grant Funding:

Have you previously received grant funding from Clearwater County?

Yes No

If you answered “yes”, please provide the details below.

Project	Funding Received	Date

Other Information:

(Please be sure to also include the information on the following checklist. Please note that your funding application may not be reviewed until you have submitted all the requested information)

- Financial Statements, including annual operating costs and annual revenues, for the past three years.
- Record of hall/group activity (such as booking information) for the past three years.
- A five year plan outlining the group’s plan to ensure ongoing sustainability in the coming years.



CLEARWATER COUNTY CAPITAL GRANT FUNDING FOR COMMUNITY HALLS

Section 5 - Signature

(Please ensure that this section is signed by an authorized representative for your organization.)

On behalf of _____ I agree that, should Clearwater County provide capital grant funding:

1. The funds will only be used for the project outlined in this application; and
2. **Upon grant approval, an accounting of the funding will be provided to Clearwater County within 60 days of the project completion.**

I certify that the above information is a **complete and accurate** and that any **funds received are to be expended on the project** described in the application submitted for the grant.
I am a duly authorized representative having legal and/or financial signing authority.

_____ SIGNATURE	_____ NAME (Please Print)	_____ DATE
_____ POSITION/TITLE	_____ DAYTIME TELEPHONE NUMBER(S)	
_____ REGISTERED MAILING ADDRESS		_____ E-MAIL ADDRESS



CLEARWATER COUNTY CAPITAL GRANT FUNDING FOR COMMUNITY HALLS

APPENDIX B

Equipment and Machinery Rates:

Donated heavy equipment (including operator costs) at up to \$60.00 / hour.

Labour Rates: (Valuation of volunteerism)

Unskilled Labour – up to \$20.00 / hour

Skilled Labour – up to \$30.00 / hour (Qualified Trades or Professionals)

Donated Materials:

Fair Market Value.

Donated labour/services/material/equipment MUST be directly related to the project. This excludes time spent in planning meetings or on fund raising activities for the project.

*** The Alberta Roadbuilders and Heavy Construction Association (ARHCA) Equipment Rental Rates Guide and Membership Roster has been the benchmark for equipment rental rates for the heavy construction sector in Alberta for more than 15 years.*

Current information, including interim Tier 4 emissions, is compiled from manufacturers, equipment dealers, and contractors each year. Using mathematical formulas and historical records, as well as the cooperation of representatives from all segments of the industry, these rental rates are produced annually.

This Guide is the accepted authority for:

- *Alberta Transportation*
- *Alberta Environment and Sustainable Resource Development*
- *Parks Canada*
- *Canadian Forest Service*
- *City of Calgary force account rates*
- *City of Edmonton force account rates for contracted roadway construction*
- *It is also used frequently by irrigation districts, municipalities, counties, towns, villages and consulting engineers. This guide is the standard for equipment rental rates for roadbuilding and heavy construction in Alberta under average conditions in the province of Alberta.*



CLEARWATER COUNTY CAPITAL GRANT FUNDING FOR COMMUNITY HALLS

APPENDIX C (For Use Upon Receiving Clearwater County Grant Funding)
(An accounting of the funding will be provided to Clearwater County within 60 days of the project completion.)

SUMMARY PROJECT COMPLETION REPORTING

PROJECT REVENUES SUMMARY

CAPITAL GRANT FUNDING FOR COMMUNITY HALL \$ _____

- d) *County may provide funding on a 50/50 cost share basis. Community Halls are expected to match County funds with cash, materials, labour, donated equipment, or other "gifts in kind".*
- e) *County funding will generally not exceed a maximum of \$15,000.00 per specific project.*

ADDITIONAL FUNDING FOR THIS PROJECT

Other Government or Institutional Grants \$ _____

Other Income (Financial Donations) \$ _____

SUB TOTAL (this amount must be spent on the project) \$ _____

PROJECT COMPONENTS SUMMARY

(Detailed breakdown to be provided on attached form)

Total donated labour/services financial valuation. (A) \$ _____

Total donated material/equipment financial valuation. (B) \$ _____

Total Paid Expenditures (Paid Expenditures) (C) \$ _____

TOTAL PROJECT COST: \$ _____

(THE SUM OF A + B + C = TOTAL PROJECT COST)

- Total Project Cost:** The total project cost must be equal to or greater than the total of the requested 50% Clearwater County Capital Grant plus other grants and/or funding.
- Unexpended grant funds not used for the purpose for which a grant was approved may be requested to be returned to Clearwater County.**



CLEARWATER COUNTY CAPITAL GRANT FUNDING FOR COMMUNITY HALLS

DETAILED PROJECT COMPLETION REPORTING FORMAT

DONATED LABOUR/SERVICES

Please attach separate sheet in the same format if more than 5 items are listed.

Date (YY/Mth/Day)	Description of Work Done	No. of Volunteers	Total Hours Worked	Rate/hr.	Value of Work
_____	_____	x	_____	x \$	= \$
_____	_____	x	_____	x \$	= \$
_____	_____	x	_____	x \$	= \$
_____	_____	x	_____	x \$	= \$
_____	_____	x	_____	x \$	= \$
TOTAL DONATED LABOUR/SERVICES					A \$

DONATED MATERIAL/EQUIPMENT

Please attach separate sheet in the same format if more than 5 items are listed.

Date (YY/Mth/Day)	Description of Material/Equipment	Donated By	Value of Material/Equipment
_____	_____	_____	\$
_____	_____	_____	\$
_____	_____	_____	\$
_____	_____	_____	\$
_____	_____	_____	\$
TOTAL DONATED MATERIAL/EQUIPMENT			B \$

PAID EXPENDITURES

Please attach separate sheet in the same format if more than 5 items are listed.

Date (YY/Mth/Day)	Description of Expenditure	Cheque No	Total Paid
_____	_____	_____	\$
_____	_____	_____	\$
_____	_____	_____	\$
_____	_____	_____	\$
_____	_____	_____	\$
TOTAL PAID EXPENDITURES			\$



**CLEARWATER COUNTY
CAPITAL GRANT FUNDING FOR COMMUNITY HALLS**

I certify that the above information is a **complete and accurate** financial accounting of the project, and that the **funds were expended on the project** described in the application submitted for the grant.

I am a duly authorized representative having legal and financial signing authority.

SIGNATURE

NAME (Please Print)

DATE

POSITION/TITLE


DAYTIME TELEPHONE NUMBER(S)

REGISTERED MAILING ADDRESS

E-MAIL ADDRESS

CITY/PROVINCE

POSTAL CODE

	Grant Funding for Community Halls Policy	
	Category: Agriculture & Community Services	
	Policy No. ACS-INSERT	
	Approved: April 23, 2019	Resolution No.: INSERT
	Effective Date: INSERT	Next Review Date: January 2022
	Supersedes: All previous Capital Grant Funding for Community Halls Policies	

POLICY STATEMENT:

To establish guiding principles that outline the requirements for Community Hall Associations or Societies to submit applications for Clearwater County Community Hall Grant Funding. Applications will be used by the County's Administration in the initial determination of whether a grant request meets criteria set out by Clearwater County Council. Grant requests will be considered on an annual basis for a pre-set amount and can be used by the hall associations for both Operating and Capital cost projects. See appendix A for funding allocations.

PURPOSE:

To provide annual grants to Community Halls in Clearwater County to allow them to remain sustainable and active in their community. Community Hall Associations will be given the responsibility to allocate funds according to their individual needs and apply elsewhere for funds that are required above and beyond the County's annual allocation. Community Halls will be expected to use and budget their funds with a view to long term stability.

DEFINITIONS:**Community Hall Association or Society:**

An Alberta registered non-profit association or society which has a physical location ("Community Hall") within Clearwater County that provides community, cultural or social activities within the community.

Smaller Capacity Hall

A Community Hall with physical capacity to accommodate less than 250 people.

Larger Capacity Hall

A Community Hall with physical capacity to accommodate an amount equal to or greater than 250 people.

**PRINCIPLES:
GRANT
ALLOCATIONS****Community Hall Funding:**

1. For the purpose of this policy, funding will be allocated to community halls on an annual basis. Funding is linked to an application process and there will be a requirement to report back on how the previous year's funds were used.
2. Annual allocations will be based on hall capacity and set at \$2500 for halls with smaller capacity and \$5000 for halls with larger capacity. Reference Grant Funding for Community Halls Procedure Appendix A.
3. Community Halls will be expected to apply these funds in a responsible manner to ensure the long-term sustainability of the hall and benefit to the community.

4. Funds may be put toward operational costs for regular repair and maintenance, or small capital projects for facility enhancement or budgeted for future capital projects. These funds may be used when applying for outside grants requesting a cost share component.


Once the annual funding is allocated, Hall Associations are expected to apply elsewhere for balance of funds required. Applications can be made to:

- a) Provincial Grants (Community Lottery Boards, Wildrose Foundation, Community Facility Enhancement Program (CFEP) etc.);
 - b) Corporate Donations;
 - c) Donations from the community at large (donations may be either cash or gifts in kind, such as donated equipment, donated labour or services such as plumbers, carpenters, architects, etc.)
 - d) Clearwater Highway Cleanup.
5. Large capital projects or unforeseen emergent issues are not covered under this policy. Projects of this nature may be brought before Council on a case by case basis through a delegation at a regular Council Meeting.
 6. Insurance: Clearwater County will continue to cover halls for Liability insurance as Additionally Named Insured as described in the Community Hall and Community Groups Insurance Policy.

LEGISLATION: <input type="checkbox"/> Provincial Act(s) <input type="checkbox"/> Provincial Regulation(s) <input checked="" type="checkbox"/> Council Resolution <input type="checkbox"/> Other	Cross Reference: <ul style="list-style-type: none"> • Community Hall and Community Groups Insurance Policy. 	Position Responsible for Policy: Director, Agriculture & Community Services
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Revision History

Version	Date of Change	Description

	Grant Funding for Community Halls Procedure	
	Category: Agriculture & Community Services	
	Procedure No. ACS-INSERT-01P	
	Cross reference Policy No. ACS-INSERT	
	Approved: INSERT	Resolution No.: INSERT
	Effective Date: INSERT	Review Date: January 2022
	Supersedes Procedure No. All previous Capital Grant Funding for Community Halls Procedures and Schedules	

OBJECTIVE:	To establish guiding principles that outline the requirements for Community Hall Associations or Societies to submit applications for Clearwater County Community Hall Grant Funding.
PROCEDURE:	<ol style="list-style-type: none"> 1. Council will budget an approved amount every year that will cover a fixed amount for each Community Hall. \$5,000.00 for large halls and \$2,500 for small halls. 2. The County will make grant application packages available to Community Halls in the prior calendar year. Applications will also be available on the County website www.clearwatercounty.com 3. Community Hall Associations must submit an application for the designated funding to the Agriculture and Community Services department before November 1st of the year prior to the grant funds being allocated. 4. Applications for Community Hall funding can be submitted in electronic or hardcopy format. The application form must be fully completed and must include: <ol style="list-style-type: none"> a) Previous year's financial statement; b) Previous year's activity log; c) Accounting for previous year's grant money d) A 3-year budget showing any future planned capital projects. 5. Administration will disburse annual grant allocations to each community hall which submits a complete application with required components as outlined in bullet 4 of the Procedure section. 6. Completed application forms submitted to the Agriculture and Community Services Department after November 1 of the prior calendar year may or may not be forwarded for presentation to Council for further consideration. 7. Council reserves the right to rescind any and all grant allocations for any and all reasons they deem necessary.

APPLICATION

Section 1 – Organization Name and Contact Person

Community Hall Name: _____

Physical location of Hall: _____

Hall Capacity: _____

Mailing Address: _____

Contact Name: _____

Organizational Position Title: _____

Contact Number: _____

Contact Email: _____

Incorporation Act Registered Under: _____
(e.g. Societies Act)

Incorporation Number: _____

Section 2 – Financial and Background Information

(Please be sure to include the information on the following checklist. Please note that your funding application may not be reviewed until you have submitted all the requested information)

- Financial Statements, including annual costs and annual revenues, for the past year
- An activity log for the past year
- Accounting for previous year's funding
- A 3-year projected budget showing estimated operational costs and any planned capital expenditure

Section 3 – Signature

(Please ensure that this section is signed by an authorized representative for your organization.)

On behalf of _____ I agree that, should Clearwater County provide grant funding:

The funds will be used for costs associated with the immediate and long-term management of the hall for the benefit of the community.

I certify that the above information is complete and accurate and that any funds received are to be expended as described in the application submitted for the grant.

I am a duly authorized representative having legal and/or financial signing authority.

SIGNATURE NAME DATE

POSITION/TITLE DAYTIME PHONE

REGISTERED MAILING ADDRESS EMAIL

APPENDIX A

Community Halls – Capacity equal to or greater than 250	Funding
Condor	\$5000
Dovercourt	\$5000
Everdell	\$5000
Evergreen	\$5000
Leslieville	\$5000
Community Halls – Capacity less than 250	
Alhambra	\$2500
Arbutus	\$2500
Aurora	\$2500
Bingley	\$2500
Buster Creek	\$2500
Butte	\$2500
Crammond	\$2500
Ferrier	\$2500
Frisco	\$2500
Gimlet	\$2500
Gwendale Hall	\$2500
Hardindale	\$2500
Nordegg	\$2500
Total	\$57,500

X

 Rick Emmons
 Chief Administrative Officer

LEGISLATION: <input type="checkbox"/> Provincial Act(s) <input type="checkbox"/> Provincial Regulation(s) <input checked="" type="checkbox"/> Council Resolution <input type="checkbox"/> Other	Cross Reference: <input type="checkbox"/> Community Hall and Community Groups Insurance Policy.	Position Responsible for Procedure: Director, Agriculture & Community Services
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Revision History

Version	Date of Change	Description
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Grant Funding for Community Halls Procedure.docx Grant Funding For Community Halls Procedure
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Clearwater County

COMMUNITY HALL AND COMMUNITY GROUP INSURANCE

EFFECTIVE DATE: February 2010

SECTION: Administration

POLICY STATEMENT:

This policy is intended to outline the cost of insurance coverage that the Municipality may provide to Community Halls and select not-for-profit Community Groups.

PROCEDURE:

The Municipality will provide insurance coverage as follows.

Community Halls:

Liability insurance will be provided to all community halls within the boundaries of Clearwater County with the same coverage as the County currently has. The County will pay for the cost of this insurance.

Building and contents insurance covering: fire, theft and damage, are eligible to Community Halls within Clearwater County at their cost. This Insurance is for the community hall and contents only. Those Community Halls are:

- Alhambra Community Center
- Arbutus Community Hall
- Aurora Community Hall
- Bingley Community Center
- Buster Creek/Crimson Community Assoc.
- Butte Community Hall Association
- Centreview Community Club
- Condor Community Hall Association
- Crammond Community Hall Association
- Dovercourt Community Hall Association
- Everdell Community Hall Association
- Evergreen Community Hall Association
- Faraway Community Club
- Ferrier Community Club
- Frisco Community Club
- Gimlet Community Hall Association
- Gwendale Community Hall Association
- Hardindell Community Association
- Hazeldell Community Hall Association
- Hespero Community Association
- Leslieville Community Hall Society
- Nordegg Community Association

- Oras Community Club
- Prairie Creek Community Hall Association
- Ricinus-Wooler Community Association
- Shilo Community Club
- Taimi Community Club
- Withrow Community Association

No other property, building, vehicle or equipment will be provided Insurance, unless approved by Council, upon written request.

Other Community Groups:

Liability Insurance may be provided to the following community groups within the boundaries of the County in support of the service that these groups provide directly for Clearwater County. These facilities and groups are

- Cow Lake Campground (Hardinell Community Center)
- Burnstick Lake Campground (Caroline Chamber of Commerce)
- Open Creek Campground (Rimbey Fish & Game)
- David Thompson Recreation Board
- Nordegg Volunteer Ambulance Services
- Rocky Mountain House Search and Rescue Society
- Chedderville All Hallows Church and Cemetery Society
- Community Historical Society of Caroline
- Nordegg Historical Society

The County will pay for the cost of this insurance.

Upon written request, liability insurance may be provided to other community groups within Clearwater County subject to Council approval. Such insurance will be provided on a cost recovery basis. Community groups eligible for insurance coverage through the County are:

- Central Alberta Antique and Model Club
- Grey Wooded Forage Association
- Rocky Mountain House Agricultural Society
- Rocky Stampede Association
- Leslieville Leisure Club

The cost of this insurance will be provided on a cost recovery basis.

Vehicle and equipment Insurance may be provided to a community group, providing that the vehicle or equipment is used primarily to provide a service to Clearwater County.

Special Events Insurance:

Upon the Community Group's request, special events insurance may, subject to the availability of such insurance through the County's Insurer, be provided to the Rocky Stampede Association, David Thompson Days Country Fair Society, Ricinus Wooler Rodeo and related additional named insurance, for these annual events. The cost of this insurance shall be the responsibility of the Community Group.

No other groups will be eligible for Special Events Insurance unless approved by Council.



REQUEST FOR DECISION

SUBJECT: Grader Beat Contract Tender Award – Beat # 501, 508, 510, & 513		
PRESENTATION DATE: April 23 rd , 2019		
DEPARTMENT: Public Works	WRITTEN BY: Devin Drozdz, Civil Engineering Intern; Dan Setterlund, Gravel Roads Supervisor	REVIEWED BY: Kurt Magnus, Director, Public Works Operations; Rick Emmons, CAO
BUDGET CONSIDERATIONS: <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) Grader Maintenance Contracts Policy		
COMMUNITY BUILDING PILLAR (check all that apply):		
<input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Governance Leadership <input checked="" type="checkbox"/> Fiscal Responsibilities <input type="checkbox"/> Environmental Stewardship <input type="checkbox"/> Community Social Growth		
ATTACHMENT(S): Clearwater County ‘Grader Maintenance Contracts’ Policy		

STAFF RECOMMENDATION:
 That Council reviews the information and,
 1) Approves awarding the Grader Beat # 501 contract to Collar Construction Ltd.
 2) Approves awarding the Grader Beat # 508 contract to 734989 AB Ltd.
 3) Approves awarding the Grader Beat # 510 contract to Jomad Industries Ltd.
 4) Approves awarding the Grader Beat # 513 contract to Spirit Rider Trucking Ltd.

BACKGROUND:

Clearwater County awards eleven of its thirteen grader beats to independent contractors. The contract is for a five-year term. However, moving forward, subject to being mutually agreed upon between both Clearwater County and the contractor, the County may extend the contract for one year not exceeding a three-year extension. At the end of the possible three-year extension, the beat will be re-tendered. Four grader beat contracts will be ending on April 30th, 2019. A tender opening was held on Friday, April 12th, 2019, for each of the four beats, with the results summarized below.

Beat 501

This 143 km beat serves the “west country” including the Buster Creek, O’Chiese, and Chungo Roads, Nordegg, and stub roads off Hwy. 11 west of Rocky Mountain House. This beat is

currently maintained, until April 30th, 2019, by Diamond J Industries Ltd. at a bid rate of \$105.00/hour.

On April 12th, the following tenders were received:

Contractor	Hourly Bid Rate
Collar Construction Ltd.	\$114.90
Pidherney's Inc.	\$125.00
Diamond J Industries Ltd.	\$135.00
Prograde Services Ltd.	\$195.00

It is Administration's recommendation to have Collar Construction Ltd. accepted as the successful bidder, at a bid rate of \$114.90/hour.

Beat 510

This 167 km beat serves the east central portion of Clearwater County between Hwy. 11 and Hwy, 12, in the Leslieville area. This beat is currently maintained, until April 30th, 2019, by Shields Grader Service at a bid rate of \$88.75/hour.

On April 12th, the following tenders were received:

Contractor	Hourly Bid Rate
Jomad Industries Ltd.	\$91.00
Ogopogo Graders Ltd.	\$100.00
Spirit Rider Trucking Ltd.	\$103.45
Big Rock Grading	\$105.00
Pidherney's Inc.	\$125.00
Prograde Services Ltd.	\$145.00

It is Administration's recommendation to have Jomad Industries Ltd. accepted as the successful bidder, at a bid rate of \$91.00/hour.

Beat 513

This 172 km beat serves the north central portion of Clearwater County, in the Frisco and Faraway area, including the Medicine Lake Road. This beat is currently maintained, until April 30th, 2019, by Spirit Rider Trucking Ltd. at a bid rate of \$94.00/hour.

On April 12th, the following tenders were received:

Contractor	Hourly Bid Rate
Jomad Industries Ltd.	\$91.00
Spirit Rider Trucking Ltd.	\$97.50
Pidherney's Inc.	\$125.00
Prograde Services Ltd.	\$145.00

It is Administration's recommendation to have Spirit Rider Trucking Ltd. accepted as the successful bidder, at a rate of \$97.50/hour. Jomad Industries Ltd. was not selected because, as per the attached 'Grader Maintenance Contracts' Policy, **"At no time shall any Grader Contractor or Related Entity hold Grader Maintenance Contracts for more than two (2) Grader Beats in any calendar year."** Hence, with the aforementioned Beat 510, Jomad's current second beat is 507, which Jomad is contracted to maintain until March 31st, 2020.

Beat 508

This 161 km beat serves the central portion of Clearwater County, in the Arbutus area and west of Alhambra. This beat is currently maintained, until April 30th, 2019, by Jomad Industries Ltd. at a bid rate of \$90.00/hour.

On April 12th, the following tenders were received:

Contractor	Hourly Bid Rate
Jomad Industries Ltd.	\$91.00
Spirit Rider Trucking Ltd.	\$97.75
734989 AB Ltd.	\$98.00
Ogopogo Graders Ltd.	\$100.00
Big Rock Grading	\$105.00
Bootstrap Industries Ltd.	\$110.00
Pidherney's Inc.	\$125.00
Prograde Services Ltd.	\$145.00

It is Administration's recommendation to have 734989 AB Ltd. accepted as the successful bidder, at a rate of \$98.00/hour. Again, as per the 'Grader Maintenance Contracts' Policy, Jomad Industries Ltd. was not selected because they cannot hold contract to more than two beats, and, Spirit Rider Trucking Ltd. was not selected because they had listed the same operator for both Beat 508 and 513.



CLEARWATER COUNTY
Grader Maintenance Contracts

EFFECTIVE DATE:	April 26, 2016
SECTION:	Public Works
POLICY STATEMENT:	This policy establishes Council’s requirements and expectations relating to the fair distribution and award of Grader Maintenance Contracts to eligible Grader Contractors.
DEFINITIONS:	<p>“Bidder” means any individual or corporate entity, however constituted, that submits a bid in response to a request for tenders for grader services by the County.</p> <p>“County” means Clearwater County.</p> <p>“Grader Beat” means the roads each Grader Contractor is required to maintain in the assigned Maintenance Area.</p> <p>“Grader Beat Map” means the map as maintained by Clearwater County identifying the roads in each Maintenance Area</p> <p>“Grader Contractor” means a successful Bidder that is awarded a Grader Maintenance Contract to provide grader services to the County.</p> <p>“Grader Maintenance Contract” means the agreement entered into by Clearwater County and a Grader Contractor for the provision of grader services upon a successful tender.</p> <p>“Grader Operator” means a trained, capable, proficient and knowledgeable individual that operates equipment and performs grader services on behalf of a Grader Contractor pursuant to a Grader Maintenance Contract.</p> <p>“Maintenance Area” means the area assigned to each Grader Contractor for which the Grader Contractor is responsible for grading pursuant to a Grader Maintenance Contract.</p> <p>“Related Entity” includes any personal or corporate entity, however constituted, that is owned or operated by the Grader Contractor and/or the Grader Contractor’s spouse or a member of the Grader Contractor’s immediate family.</p>

CLEARWATER COUNTY
Grader Maintenance Contracts



POLICY

PROCEDURE:

1. The County will publicly advertise requests for tenders for Grader Maintenance Contracts in a manner that meets the requirements associated with provincially signed trade agreements. Tendering procedures and associated thresholds must be in compliance with the New West Partnership Trade Agreement (NWPTA) and Agreement on Internal Trade (AIT).
2. County staff will request tenders for Grader Maintenance Contracts in a manner that will allow for staggered expiration of Grader Maintenance Contracts so as to minimize the number of Grader Maintenance Contracts expiring in one calendar year.
3. Grader Maintenance Contracts will be tendered for a fixed term of five (5) years. This requirement may be amended only to allow for the staggering of expiration dates as set out in Section 2.
4. Grader Maintenance Contracts are not subject to automatic renewal after the expiry of the five (5) year term. Upon the expiry of the five (5) year term, the Grader Maintenance Contract will be re-advertised for tender.
5. At no time shall any Grader Contractor or Related Entity hold Grader Maintenance Contracts for more than two (2) Grader Beats in any calendar year.
6. Once a Grader Contractor is assigned a Grader Beat, the assigned Grader Beat will remain the same for the duration of the five (5) year term of the Grader Maintenance Contract. A Grader Contractor or Related Entity may not bid, with the exception as set out in section 7, on another Grader Maintenance Contract, at any one time, in a calendar year in which it already holds or has held two (2) Grader Maintenance Contracts.
7. If a Grader Contractor or Related Entity currently holds two (2) Grader Maintenance Contracts and one or both of those contracts is set to expire, in the current year, they may not, should a new grader beat contract come up in that same year, apply for the new contract prior to the expiration date of their current contract(s), unless, their current contract(s) expires within thirty (30) days of the new upcoming grader beat contract(s).
8. Once a Grader Contractor is assigned a Grader Beat, the Contractor cannot, at any time, transfer the contract to a Related Entity, or otherwise, without the written consent








CLEARWATER COUNTY Grader Maintenance Contracts

of the Director of Public Works or his/her designate.

9. All Grader Operators must hold a valid driver's license and operate equipment in a safe and effective manner in accordance with relevant Provincial legislation, including but not limited to the *Traffic Safety Act*, RSA 2000, c T-6 and *Occupational Health and Safety Act*, RSA 2000, c. O-2 and all applicable County bylaws, policies and procedures. The County will require a copy of the driver's abstract of all Grader Operators, prior to the awarding of a Grader Maintenance Contract and at any other time deemed necessary throughout the term of the Grader Maintenance Contract.
10. Contractors must be aware of the Alberta occupational health and safety legislation, and, the requirements of the Clearwater County Safety Manual. The Contractor will be the designated Prime Contractor as defined under the Occupational Health and Safety Act and Code.
11. The Bidder understands that the County reserves the right to accept or reject any or all tenders and to waive irregularities and informalities at its discretion. The County reserves the right to accept a tender other than the lowest tender without stating reasons. By the act of submitting its bid, the Bidder waives any right to contest in any legal proceeding or action the right of the County to award the work to whomever it chooses, in its sole and unfettered discretion, and for whatever reasons the County deems appropriate. Without limiting the generality of the foregoing, the County may consider any other factor besides price and capability to perform the work that it deems in its sole discretion to be relevant to its decision, including but not limited to:
 - a. Any past experience with the Bidder, or lack thereof;
 - b. The results of any reference check completed by the County on the Bidder ;
 - c. Information relating to the financial state of the Bidder, however obtained;
 - d. Equipment specification and age of equipment to be used by the Bidder; and
 - e. The Bidder's knowledge of the Grader Beat for which the tender is requested.



REQUEST FOR DECISION

SUBJECT: Sundre Petroleum Operators Group (SPOG) Board of Directors Appointment		
PRESENTATION DATE: April 23, 2019		
DEPARTMENT: Municipal	WRITTEN BY: Christine Heggart, Director Emergency & Legislative Services	REVIEWED BY: Rick Emmons, CAO
BUDGET CONSIDERATIONS: <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)		
COMMUNITY BUILDING PILLAR (check all that apply):		
<input type="checkbox"/>  Economic Prosperity <input checked="" type="checkbox"/>  Governance Leadership <input type="checkbox"/>  Fiscal Responsibilities <input type="checkbox"/>  Environmental Stewardship <input type="checkbox"/>  Community Social Growth		
ATTACHMENT(S): Letter to Sundre Petroleum Operators Group – February 15, 2019		

STAFF RECOMMENDATION:

1. That Council appoints one Councillor to the Sundre Petroleum Operators Group (SPOG) Board of Directors effective April 23, 2019 to October 22, 2019.

BACKGROUND:

At their April 9, 2019 meeting, Councillors discussed revisiting their decision to decline board appointment to Sundre Petroleum Operators Group (SPOG) Board of Directors and asked that a Request for Decision item be brought to the next regular Council meeting.

The following resolution was provided at Council's Organizational Meeting on October 23, 2018:

Resolution # 471/18: *That Council declines a councillor appointment to the Sundre Petroleum Operators Group (SPOG) Board of Directors.*

The attached letter was sent to SPOG in February 2019 explaining the rationale for not appointing a Councillor to the SPOG Board of Directors at that time.

Should Council wish to appoint a member to SPOG Board of Directors, another resolution appointing a Council representative would be required.



February 15, 2019

Sundre Petroleum Operators Group (SPOG)
Board of Directors
c/o Tracey McCrimmon, Executive Director
115 Centre St S
Sundre, AB
T0M 1X0

admin@spog.ab.ca

Re: Clearwater County Councillor Representation on SPOG Board of Directors

I wish to inform you that at their 2018 Organizational Meeting on October 23, 2018, Council declined to appoint a member of Council to the Sundre Petroleum Operators Group (SPOG), Board of Directors position.

Council felt that due to similarities in mandate with SPOG and the West Central Stakeholders Group, along with the fact that only a small area of Clearwater County is served by SPOG, that appointment to the SPOG Board of Directors was unnecessary at this time.

Council considers Clearwater County representation at SPOG, by attendance of County Administration at the Mutual Aid and Committee Affairs committee meetings, to be sufficient Clearwater County representation.

Unfortunately, Councillor's time availability is limited due to the over forty boards and committee obligations within our community, and we are truly sorry we are unable to support every worthy committee request received by Council.

If you do have any questions with regards to Council's decision, please don't hesitate to contact me directly, or Rick Emmons, CAO at 403-845-4444 or remmons@clearwatercounty.ca

Sincerely,

Jim Duncan, Reeve
Clearwater County

cc: Clearwater County Council



REQUEST FOR DECISION

SUBJECT: Alberta Masters Games – Road Race Request for Resources		
PRESENTATION DATE: April 23, 2019		
DEPARTMENT: Municipal	WRITTEN BY: Christine Heggart, Director Emergency & Legislative Services	REVIEWED BY: Rick Emmons, CAO
BUDGET CONSIDERATIONS: <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)		
COMMUNITY BUILDING PILLAR (check all that apply):		
<input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Governance Leadership <input type="checkbox"/> Fiscal Responsibilities <input type="checkbox"/> Environmental Stewardship <input checked="" type="checkbox"/> Community Social Growth		

STAFF RECOMMENDATION:
1. That Council reviews request for resources and directs Administration in terms of additional support for the Alberta Masters Games.

BACKGROUND:

Administration received a request from a [Alberta Masters Games](#) “Road Race” coordinator with a request for one Clearwater County Community Peace Officer to participate in lead vehicle for the Road Race taking place on Sunday August 25, 2019.

Council previously approved \$75,000.00, from Contingency to Community Services budget, for the commitment of funding to the joint bid by the Town of Rocky Mountain House and Clearwater County to host the Alberta Masters Games in 2019. At that time Council also authorized a letter of support to Alberta Sport Connection and supported jointly-funded County/Town recreation facilities being utilized to host the Games at no charge to the organizers (total gift-in-kind \$284,000.00).






Staff are also in the process of coordinating a request for loaning the Games staff the red County van for use during the Games. Communications and GIS areas have also both provided assistance to the Games coordinator.

Does Council support additional Administrative resources being utilized for the Alberta Masters Games?

For Council’s information there are currently 300 volunteer positions still left to fill to host the Games.



REQUEST FOR DECISION

SUBJECT: Appointment of Clearwater County’s Director of Emergency Management		
PRESENTATION DATE: April 23, 2019		
DEPARTMENT: Municipal	WRITTEN BY: Rick Emmons, CAO	REVIEWED BY: Rick Emmons, CAO
BUDGET CONSIDERATIONS: <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input checked="" type="checkbox"/> Provincial Legislation (Emergency Management Act and Regulation)		
COMMUNITY BUILDING PILLAR (check all that apply):		
<input type="checkbox"/>  Economic Prosperity	<input checked="" type="checkbox"/>  Governance Leadership	<input type="checkbox"/>  Fiscal Responsibilities
<input type="checkbox"/>  Environmental Stewardship	<input type="checkbox"/>  Community Social Growth	
ATTACHMENT(S): Clearwater County Emergency Management Bylaw 1011/16 Local Authorities Emergency Management Regulation		

STAFF RECOMMENDATION:
1. That Council appoints Christine Heggart as Clearwater County’s Director of Emergency Management.

BACKGROUND:

On April 8, 2019, Christine Heggart accepted the position of Director, Emergency & Legislative Services for Clearwater County. The intent of this new position is to oversee Clearwater County’s emergency management, community peace officer and regional fire programs as well as the municipality’s legislative services functions.

Attached for Council’s information is Clearwater County’s current Emergency Management Bylaw which reflects a regional partnership with the Town of Rocky Mountain House, Village of Caroline and the Summer Village of Burnstick Lake for emergency management service provision. All four partner municipalities have established a bylaw that mirrors the County’s bylaw.

Section 11.2 of the Emergency Management Act as well as Clearwater County’s Emergency Management Bylaw reflects the requirement for a Director of Emergency Management (DEM) with general DEM duties as follows:

- 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;
- d) conduct public information programs relating to emergency preparedness;
- e) provide training for agency members, elected officials, the public, municipal staff; and,
- f) delegate duties and tasks as necessary.

With amendments to the Local Authorities Emergency Management Regulation (LEMR) in November 2018, there have been clarifications of the duties of local authorities related to Emergency Management. Specifically, each municipality is required to appoint their own respective DEM and hold a municipal emergency management plan (MEMP).

If there is also a regional partnership agreement in place, as is the case with Clearwater Regional Emergency Management Agency (CREMA), that does not remove the individual municipalities' requirements for meeting the LEMR requirements for a municipal DEM and MEMP.

It would be my intent to ask CREMA Committee at their next meeting to recommend to their respective Council's to officially appoint Christine Heggart as their regional DEM.

I would also see the DEM undertake a thorough review the County's Emergency Management Bylaw and MEMP, as well as provide CREMA's Committee with an update in terms of new legislative requirements and provide recommendations for new bylaw templates for both individual municipal and regional emergency management.

BYLAW NO. 1011/16

A Bylaw of Clearwater County, in the Province of Alberta, for the "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

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 the Clearwater County, Province of Alberta, duly assembled, enacts 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 12 day of JAN A.D., 2016.

READ A SECOND TIME this 12 day of JAN A.D., 2016.

READ A THIRD AND FINAL TIME this 12 day of JAN A.D., 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 20 day of February, 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.



Province of Alberta
Order in Council

O.C. 355/2018 **G3**

NOV 27 2018

ORDER IN COUNCIL

Approved and ordered:

Lieutenant Governor
or
Administrator

The Lieutenant Governor in Council makes the Local Authority
Emergency Management Regulation set out in the attached Appendix.

CHAIR

FILED UNDER
THE REGULATIONS ACT
as ALBERTA REGULATION 203/2018
ON November 27 2018
REGISTRAR OF REGULATIONS

For Information only

Recommended by: Minister of Municipal Affairs

Authority: Emergency Management Act
(section 7.1)

APPENDIX
Emergency Management Act
LOCAL AUTHORITY EMERGENCY
MANAGEMENT REGULATION

Table of Contents

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13	Extension of time to complete courses
14	Delegation by local authority
15	Coming into force

Definition of employee

1 In this Regulation, “employee” means

- (a) in the case of a municipality with a council within the meaning of the *Municipal Government Act*, employees of the council and the municipal corporation;
- (b) in the case of an improvement district,
 - (i) employees of the Minister’s department or any other department who have been assigned responsibilities relating specifically to the improvement district, or
 - (ii) if the Minister has established a council for the improvement district, employees of the improvement district including, but not limited to, employees of the council;
- (c) in the case of a special area, employees of the Special Areas Board;
- (d) in the case of a band council of an Indian band that is a local authority under the Act, employees of the band

including, but not limited to, employees of the band council;

- (e) in the case of a Metis settlement, employees of the settlement including, but not limited to, employees of the settlement council;
- (f) in the case of a park superintendent of a national park or a superintendent's delegate, if the park superintendent is a local authority under the Act, employees of the Parks Canada agency who are supervised by the park superintendent or superintendent's delegate.

Emergency advisory committee bylaws and orders

2(1) A local authority shall appoint an emergency advisory committee by

- (a) bylaw, if the local authority is a municipal council, the settlement council of a Metis settlement, or the band council of an Indian band, or
- (b) order, if the local authority is the Minister responsible for the *Municipal Government Act*, the Minister responsible for the *Special Areas Act*, or a park superintendent of a national park or a superintendent's delegate.

(2) The bylaw or order must

- (a) set out the purposes of the committee, both during an emergency or disaster and when those events are not occurring,
- (b) establish that the committee provides guidance and direction to the local authority's emergency management agency,
- (c) establish procedures that must be followed when declaring a state of local emergency,
- (d) identify the committee's membership and Chair by title or position,
- (e) set out a minimum meeting frequency for the committee, which must be at least once per year, and

- (f) outline committee quorum and procedural requirements for decision making unless these requirements are set out in another local authority bylaw.

(3) The bylaw or order must be enacted or made and in effect on or before the date when this Regulation comes into force or, if an entity becomes a local authority under the Act after that date, within one year of the entity becoming a local authority.

Emergency management agency bylaws and orders

3(1) A local authority shall establish the local authority's emergency management agency by

- (a) bylaw, if the local authority is a municipal council, the settlement council of a Metis settlement, or the band council of an Indian band, or
- (b) order, if the local authority is the Minister responsible for the *Municipal Government Act*, the Minister responsible for the *Special Areas Act*, or a park superintendent of a national park or a superintendent's delegate.

(2) The bylaw or order must

- (a) set out the responsibilities of the agency,
- (b) appoint a person as the director of emergency management, or state that a person who holds a specified title or position is appointed as the director of emergency management by virtue of holding that title or position,
- (c) state that the agency is responsible for the administration of the local authority's emergency management program,
- (d) identify the frequency at which the agency must report to the emergency advisory committee to provide updates on agency activities, which must be at least once per year and must include an update on the agency's review of the local authority's emergency plan,
- (e) state that a command, control and coordination system prescribed by the Managing Director of the Alberta Emergency Management Agency will be used by the local authority's emergency management agency, and

- (f) indicate, if an agency is acting as the agent of more than one local authority, which local authorities the agency is acting as an agent for.

(3) The Managing Director of the Alberta Emergency Management Agency shall prescribe the command, control and coordination system referred to in subsection (2)(e) by posting notice of the incident command, control and coordination system to the Alberta Emergency Management Agency's website.

(4) The bylaw or order must be enacted or made and in effect on or before the date when this Regulation comes into force or, if an entity becomes a local authority under the Act after that date, within one year of the entity becoming a local authority.

Emergency plan requirements

4 A local authority's emergency plan must include

- (a) a description of the administration of the local authority's emergency management program,
- (b) the procedures for implementing the emergency plan during an emergency or exercise response,
- (c) the local authority's plan for preparedness, response and recovery activities,
- (d) a hazard and risk assessment,
- (e) emergency management program exercises that the local authority will engage in,
- (f) the local authority emergency management agency's plan for regular review and maintenance of the local authority's emergency plan,
- (g) the local authority emergency management agency's plan for the review and maintenance of the local authority's emergency plan after an exercise, emergency or disaster,
- (h) how the command, control and coordination system prescribed by section 3(3) will be used by the local authority's emergency management agency,
- (i) the assignment of responsibilities to local authority employees and elected officials, by position, respecting

the implementation of the local authority's emergency plan,

- (j) a training plan for staff assigned with responsibilities under the local authority's emergency plan,
- (k) the mechanisms that will be used to prepare and maintain an emergency management staff contact list for employees and elected officials who have been assigned responsibilities respecting the implementation of the local authority's emergency plan,
- (l) the local authority's plan for communications, public alerts and notifications during exercises, emergencies and disasters, and
- (m) the local authority's plan for providing emergency social services during an emergency or disaster.

Review of emergency plans

5(1) A local authority's emergency management agency must review the emergency plan that applies to that local authority at least once per year.

(2) A local authority's emergency management agency must make the emergency plan that applies to that local authority available to the Alberta Emergency Management Agency for review and comment annually.

(3) In the case of a summer village that has delegated the summer village's duties relating to the maintenance of an emergency plan to another local authority, that other local authority's emergency management agency is responsible for complying with subsections (1) and (2).

Mandatory exercises

6(1) Unless an exercise under subsection (2) is carried out that year, a local authority's emergency management agency must engage in at least one exercise per year in which participants identify a significant possible emergency or disaster scenario and discuss how the local authority would respond to and resolve emergency management issues that may arise from the scenario.

(2) A local authority's emergency management agency must engage in at least one exercise every 4 years in which participants identify a significant possible emergency or disaster scenario and carry out actions as if the significant emergency or disaster was actually occurring, but without deploying personnel or other resources.

(3) Subsection (2) does not apply to a local authority emergency management agency that has responded to an emergency or disaster within the previous 4 years that resulted in the implementation of the local authority's emergency plan and a written post-incident assessment that included observations and recommendations for improvement and corrective action being conducted.

(4) A local authority emergency management agency may fulfill the obligations set out in subsections (1) and (2) by participating in regional emergency exercises that require the local authority to utilize relevant portions of the local authority's emergency plan.

(5) A local authority emergency management agency must submit an exercise notification to the Alberta Emergency Management Agency 90 days before engaging in the exercise required by subsection (2).

(6) The exercise notification must outline the exercise scenario, state the exercise objectives, identify the participants and state the date the exercise will be conducted.

Regional services commissions and joint committees

7(1) If a local authority has delegated some or all of the local authority's powers or duties under the Act to a regional services commission, the local authority shall establish in a bylaw which powers or duties under the Act have been delegated to the commission, including whether the local authority will maintain an independent emergency management agency.

(2) A local authority that is to be represented by a joint committee under section 11.3(1)(b)(ii) of the Act shall establish a bylaw setting out the powers or duties that are being delegated to the joint committee.

(3) If a summer village has delegated some or all of the summer village's powers or duties under the Act to another local authority,

- (a) the summer village must establish in a bylaw which powers or duties under the Act have been delegated to the other local authority, and
- (b) the other local authority must establish in a bylaw that it has accepted the powers and duties that have been delegated to the local authority.

Training requirements for elected officials and delegates

8(1) The Managing Director of the Alberta Emergency Management Agency may prescribe courses that each of a local authority's elected officials must complete by posting notice of the courses on the Alberta Emergency Management Agency's website.

(2) Any courses that are prescribed under subsection (1) must be completed

- (a) within 90 days of the elected official taking an official oath as required by section 156 of the *Municipal Government Act* or section 23 of the *Metis Settlements Act*, as the case may be, or within one year of this Regulation coming into force, whichever is later, or
- (b) within 90 days of the councillor of an Indian band assuming office, or within one year of this Regulation coming into force, whichever is later, in the case of an Indian band that is a local authority under the Act.

(3) In the case of an improvement district for which a council has been established, each councillor shall take any courses prescribed under subsection (1) within 90 days of the councillor being appointed to the council, or within one year of this Regulation coming into force, whichever is later.

(4) In the case of an improvement district for which a council has not been established, each person to whom the Minister has delegated powers or duties under the Act as a local authority for that improvement district shall take any courses prescribed under subsection (1) within 90 days of the person being delegated those powers or duties, or within one year of this Regulation coming into force, whichever is later.

(5) Each of the members of the Special Areas Board shall take any courses prescribed under subsection (1) within 90 days of being

appointed to the Board, or within one year of this Regulation coming into force, whichever is later.

(6) For greater certainty, this section does not apply to the Minister responsible for the *Municipal Government Act* or the Minister responsible for the *Special Areas Act*, or to any other Minister.

Park superintendent training requirements

9(1) If a park superintendent of a national park is a local authority under the Act, the park superintendent shall complete any courses prescribed under section 8(1).

(2) If a park superintendent has delegated the park superintendent's role as a local authority, the park superintendent's delegate shall complete the courses prescribed under section 8(1).

(3) Any courses that are prescribed under section 8(1) must be completed within 90 days of

- (a) the person being appointed as the park superintendent or being delegated the park superintendent's role as a local authority, or
- (b) the park superintendent or the superintendent's delegate becoming a local authority under the Act,

or within one year of this Regulation coming into force, whichever occurs last.

Director of emergency management agency training requirements

10(1) The Managing Director of the Alberta Emergency Management Agency may prescribe courses that each director of a local authority emergency management agency must complete by posting notice of the courses on the Alberta Emergency Management Agency's website.

(2) Any courses prescribed under subsection (1) must be completed within 18 months of the person being appointed as the director of a local authority's emergency management agency, or within 6 months of this Regulation coming into force, whichever is later.

Local authority employee training requirements

11(1) The Managing Director of the Alberta Emergency Management Agency may prescribe courses that each employee who has been assigned responsibilities respecting the implementation of the local authority's emergency plan must complete by posting notice of the courses on the Alberta Emergency Management Agency's website.

(2) Any courses prescribed under subsection (1) must be completed within 6 months of the employee being identified for a role in the local authority's emergency plan.

Exemption from course requirements

12(1) The Managing Director of the Alberta Emergency Management Agency may identify and approve courses that have substantially similar content to courses required under section 8, 9, 10 or 11 of this Regulation.

(2) The Managing Director may exempt a person from the requirement to complete courses required by section 8, 9, 10 or 11 of this Regulation if the person has completed courses that have been approved under subsection (1) as having substantially similar content.

(3) The Managing Director may exempt a person from the requirement to complete a course required by section 10 if the Managing Director determines that the person has experience or credentials in emergency management which make the completion of the course unnecessary

(4) The Managing Director may establish criteria to provide guidance on whether a person has experience or credentials in emergency management which make the completion of a course required by section 10 unnecessary.

(5) The Managing Director may delegate all or part of the authority provided to the Managing Director by subsection (1), (2) or (3).

Extension of time to complete courses

13(1) The Managing Director of the Alberta Emergency Management Agency may grant an extension of time to a person who is required to complete courses under section 8, 9, 10 or 11 of this Regulation.

(2) The Managing Director may establish criteria to provide guidance regarding the granting of extensions of time to complete courses required by section 8, 9, 10 or 11 of this Regulation.

(3) The Managing Director may delegate all or part of the authority provided to the Managing Director by subsection (1).

Delegation by local authority

14 A local authority may delegate any of the powers or duties set out in this Regulation to






- (a) a committee composed of a member or members of the local authority, including an emergency advisory committee,
- (b) 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,
- (c) 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, or
- (d) in the case of a summer village and if authorized by ministerial order, another local authority.

Coming into force

15 This Regulation comes into force on January 1, 2020.



REQUEST FOR DECISION

SUBJECT: Direction for Tax Rate Bylaw 1065/19		
PRESENTATION DATE: April 23, 2019		
DEPARTMENT: Corporate Services	WRITTEN BY: Rhonda Serhan, Finance Manager, Corporate Services	REVIEWED BY: Murray Hagan Director, Corporate Services & Rick Emmons CAO
BUDGET CONSIDERATIONS: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input type="checkbox"/> None <input checked="" type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy (cite) Municipal Government Act Part 10 Section 326 to 343		
COMMUNITY BUILDING PILLAR (check all that apply):		
<input type="checkbox"/>  Economic Prosperity	<input checked="" type="checkbox"/>  Governance Leadership	<input checked="" type="checkbox"/>  Fiscal Responsibilities
<input type="checkbox"/>  Environmental Stewardship	<input type="checkbox"/>  Community Social Growth	

STAFF RECOMMENDATION:
That Council provide direction for staff to draft the 2019 Tax Rate Bylaw

BACKGROUND:

In accordance with Part 10 Section 326 to 343 of the Municipal Government Act, administration will prepare the annual Tax Rate Bylaw for the tax year of 2019. This bylaw is prepared using assessment figures from the 2018 year.

We have a delay in presenting the prepared tax rate bylaw to Council for the 2019 year, due to the province not delivering a statement of intent for the provincial school requisition for 2019. Staff has reached out to provincial administration and received this reply:

Due to the upcoming election, no information is available at this time regarding the timing or content of Budget 2019, including the amount of funding required to support the Kindergarten to Grade 12 education system.

As such, Municipalities may choose to estimate a 2019 education property tax requisition or may wish to delay setting a property tax bylaw until further information is available. An estimate can be done

using 2019 equalized assessment data and the 2018 uniform education tax rates or using the 2018 Education Property Tax requisition amount. Alternatively, municipalities may wish to wait to set their local education property tax rates once the provincial budget is tabled.

The *School Act* indicates that if a municipality has not received a requisition by March 15 of that year, the municipality's payment to the Alberta School Foundation Fund will be based on the previous years' amounts.

Staff has gone ahead and calculated the school requisition estimate based on the 2017 equalized assessment numbers and kept the rate steady from the 2018 requisition. The 2017 equalized assessment is what the 2019 school requisition will be based on, however we cannot be sure where the rate may land after the budget is tabled.

Clearwater County's equalized assessment has increased significantly, especially in the non-residential category, and as such there will be an increase in the provincial school requisition. Even a 0 percent increase in the municipal portion will translate into an increase in the dollars paid by the ratepayer for 2019. Using the estimated numbers, the residential & farm ratepayers are seeing a 5.41% increase in the school requisition rate while the non-residential ratepayers are seeing a 13.8% increase in their school requisition rate. This equates to \$13.83 per \$100,000 of residential assessment and \$47.72 per \$100,000 of nonresidential assessment, for school requisitions alone.

For the municipal portion of the tax bill a because of a decrease in taxable assessment in Clearwater County, a 0% increase in the municipal tax rate would leave the County in a deficit position of \$434,331, with a 1% overall tax rate increase would leave the County in a surplus position of \$35,826.

Dollar amount increase (decrease) depending on Municipal tax rate change					
Type of Property	Total Assessed Value	Percentage Increase for Municipal Tax			
		0%	1%	2%	4%
Acreage with Residence	375,000	\$ 36.63	\$44.74	\$52.84	\$69.04
Farm with Residence	450,000	\$ 51.83	\$63.72	\$75.60	\$99.37
Non Res with Residence	1,300,000	\$ 460.00	\$466.74	\$473.48	\$486.96
Non Res	1,000,000	\$ 394.57	\$539.94	\$685.31	\$976.05
Designated M&E Industrial Property	900,000	\$ 3.80	\$83.74	\$163.68	\$323.57
Municipal Revenue increase		(\$434,331)	\$35,826	\$505,983	\$1,446,296
School Requisition 2017		\$ 17,488,707			
School Requisition 2019 approximate		\$ 18,535,120			
Difference		\$ 1,046,413			



REQUEST FOR DECISION

SUBJECT: Allocation of Surplus for Year Ending December 31, 2018		
PRESENTATION DATE: April 23, 2019		
DEPARTMENT: Corporate Services	WRITTEN BY: Rhonda Serhan, Finance Manager	REVIEWED BY: Murray Hagan Director, Corporate Services & Rick Emmons CAO
BUDGET CONSIDERATIONS: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy (cite)		
COMMUNITY BUILDING PILLAR (check all that apply):		
<input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Governance Leadership <input checked="" type="checkbox"/> Fiscal Responsibilities <input type="checkbox"/> Environmental Stewardship <input type="checkbox"/> Community Social Growth		
ATTACHMENT(S): 1) Reserve Transfers Year end 2018		

STAFF RECOMMENDATION:
That Council provides Administration with direction for allocation of 2018 surplus

BACKGROUND:

Corporate Services is currently wrapping things up with the audit team from Metrix Group LLP. You will see there is a delegation later in the day to review the 2018 financial statements. One of the last steps to finalizing the financial statements is to allocate any surplus from 2018. There were a number of budgeted reserve transfers identified and discussed during the 2018 & 2019 budget deliberations, as well as the agenda item for the tax rate bylaw. Attached is a list of the net transfers for 2018, both in and out for Council's review and approval.

Some of the changes to the transfers since you last seen this are as follows:

- Increase in the Work in process reserve to facilitate the completion of projects that were not finished in 2018 but will be completed in 2019. The only two projects that also need a budget adjustment in 2019 to facilitate these carry forwards are the Condor public services building for \$200,000 and an increase in

the Mobile Home Park project for \$320,000. Both projects had less completed in 2018 than initially anticipated, therefore more work will be done in 2019.

- Increase in the Paved roads reserve by \$2 million due to deferral of Project X.
- Increase in the Bridge Rehab reserve by \$1.2 million due to the savings in the projects in 2018.
- Increase in the Fire Capital reserve by \$2 million to facilitate the construction of the Leslieville facility.
- Increase in the Municipal Reserve by \$1 million for matching dollars for projects brought forward by Condor and Leslieville school construction.
- Increase in the Sewer reserve by \$2.5 million for Leslieville, Condor and Regional Sewer infrastructure needs.
- Increase in the Broadband reserve by \$1 million. All other transfers have been discussed previously.

Administration believes this reflects Councils' long-term vision in providing Clearwater County residents with the infrastructure required for an economically growing, and sustainable community. These transfers are reflected in the draft statements that you will see later and can be adjusted any way Council decides.



Unrestricted surplus

Restricted surplus (Reserves):

	Balance Dec 31, 2017	Net Change	Balance Dec 31, 2018
Unrestricted surplus	\$ 902,962	\$ 212,142	\$ 1,115,104
Restricted surplus (Reserves):			
Work in Progress	3,102,921	194,084	3,297,005
County Facilities	3,718,975	(115,000)	3,603,975
Tax rate stabilization	12,000,000	-	12,000,000
Nordegg Development	(2,540,089)	(1,357,170)	(3,897,259)
Recreation Facility	198,032	1,052,813	1,250,845
Town of Rocky Recreation			
NSRP	500,000	200,000	700,000
Broadband	5,900,000	3,000,000	8,900,000
JEPP	-	-	-
Airport	300,000	-	300,000
Fire - capital	3,208,411	3,850,000	7,058,411
Disaster	2,000,000	-	2,000,000
Regional Fire	201,223	(140,676)	60,547
PW - capital	6,502,995	-	6,502,995
PW - paving	10,820,046	3,475,000	14,295,046
PW - gravel	4,407,553	-	4,407,553
PW - gravel reclamation	5,201,285	245,172	5,446,457
Resource roads	5,000,000	-	5,000,000
Sewer	6,321,055	2,500,000	8,821,055
Leslieville Sewer	37,443	26,830	64,273
Bridge deficit	7,213,577	1,200,000	8,413,577
GIS	-	76,000	76,000
West Country Roads	1,500,000	(1,500,000)	-
ASB	3,660,000	340,000	4,000,000
Rental Income Facility Reserve	160,000	100,000	260,000
SAR Equipment Reserve	50,000	50,000	100,000
Regional Waste Surplus	2,135,302	488,501	2,623,803
Clearwater Historic	81,636	(81,636)	-
Total Restricted Surplus	81,680,365	13,603,918	95,284,283



REQUEST FOR DECISION

SUBJECT: 2018 Financial Statements		
PRESENTATION DATE: April 23, 2019		
DEPARTMENT: Corporate Services	WRITTEN BY: Rhonda Serhan, Finance Manager	REVIEWED BY: Murray Hagan Director, Corporate Services & Rick Emmons CAO
BUDGET CONSIDERATIONS: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input type="checkbox"/> None <input checked="" type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy (cite) MGA Section 276		
COMMUNITY BUILDING PILLAR (check all that apply):		
<input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Governance Leadership <input checked="" type="checkbox"/> Fiscal Responsibilities <input type="checkbox"/> Environmental Stewardship <input type="checkbox"/> Community Social Growth		
ATTACHMENT(S): 2018 financial statements to follow		

STAFF RECOMMENDATION:
That Council approves the 2018 audited financial statements.

BACKGROUND:

Administration is pleased to present the 2018 Financial Statements for Council's review and approval. 2018 proved to be another good year for Clearwater County. With revenues up and some of the operating expenses down, Council was able to allocate some surplus to some much-needed projects that will be happening in the very near future.

There have been very little changes since the 4th quarter financial report as far as Clearwater County's activities go. The one difference you are going to see in the financial statements for 2018 is the consolidation of Rocky Mountain Regional Solid Waste Authority numbers into Clearwater County's statements. The overall impact of this is addressed in note 19 of the financial statements.

Phil Dirks from Metrix Group LLP will be available for any questions Council may have regarding the audit and provide a 3rd party perspective on Clearwater County's position up to December 31, 2018.

April 23, 2019

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

Attention: Members of Council

Dear Council Members:

RE: 2018 AUDIT

The purpose of this communication is to summarize certain matters arising from the audit that we believe would be of interest to County Council. The objective of our audit was to obtain reasonable assurance about whether the consolidated financial statements as a whole are free of material misstatement, whether due to fraud or error. Our audit was not designed for the sole purpose of identifying matters to communicate. Accordingly, our audit would not necessarily identify all such matters that may be of interest to Council and it is inappropriate to conclude that no such matters exist.

This communication should be read in conjunction with the consolidated financial statements and our report thereon, and it is intended solely for the use of County Council and should not be distributed to external parties without our prior consent. Metrix Group LLP accepts no responsibility to a third party who uses this communication.

SIGNIFICANT FINDINGS FROM THE AUDIT

Our objective is to communicate appropriately to Council any deficiencies in internal control that we have identified during the audit and that, in our professional judgment, are of sufficient importance to merit being reported to Council.

The audit findings contained in this letter did not have a material effect on the County's consolidated financial statements, and as such, our audit report is without reservation with respect to these matters.

Significant Deficiencies in Internal Control

Our audit procedures did not reveal any significant deficiencies in internal control.

Significant Qualitative Aspects of Accounting Practices

Management is responsible for determining the significant accounting policies. The choice of different accounting policy alternatives can have a significant effect on the financial position and results of the County. The application of those policies often involves significant estimates and judgments by management.

We are of the opinion that the significant accounting policies, estimates and judgments made by management, and financial disclosures do not materially misstate the financial statements taken as a whole. However, we provide the following comments.

Rocky Mountain Regional Solid Waste Authority

Local government financial statements are to include the results of entities the County owns or controls (including joint control) including government partnerships. As we have indicated previously, in our opinion, the Rocky Mountain Regional Solid Waste Authority (Authority) is a government partnership and, as such, Canadian public sector accounting standards stipulate the County should proportionately consolidate its share of the Authority's financial results into its financial statements. During 2018 the County changed its accounting policy with respect to this matter and is now proportionately consolidating the Authority financial results.

Uncorrected Misstatements

Uncorrected misstatements aggregated by our Firm, for the year ended December 31, 2018 amounted to a \$27,794 overstatement of the 2018 annual surplus.

After considering both quantitative and qualitative factors with respect to the uncorrected misstatements we accumulated during the audit, we agree with management that the financial statements are not materially misstated.

Significant Difficulties Encountered During the Audit

We encountered no significant difficulties during our audit that should be brought to the attention of Council.

Management Representations

Management's representations are integral to the audit evidence we will gather. Prior to the release of our report, we will require management's representations in writing to support the content of our report.

Management Letter

We will be submitting a letter to County management on other matters that we feel should be brought to their attention.

Clearwater County
April 23, 2019
Page 3

AUDITOR INDEPENDENCE

We believe it is important that we communicate, at least annually, with County Council regarding all relationships between the County and our firm that, in our professional judgment, may reasonably be thought to bear on our independence.

In determining which relationships to report, these standards require us to consider relevant rules and related interpretations prescribed by Chartered Professional Accountants Alberta and applicable legislation, covering such matters as:

- a) holding a financial interest, either directly or indirectly, in a client;
- b) holding a position, either directly or indirectly, that gives the right or responsibility to exert significant influence over the financial or accounting policies of a client;
- c) personal or business relationships of immediate family, close relatives, partners or retired partners, either directly or indirectly, with a client;
- d) economic dependence on a client; and
- e) provision of services in addition to the audit engagement.

We have prepared the following comments to facilitate our discussion with you regarding independence matters.

We are not aware of any relationships between the County and ourselves that, in our professional judgment, may reasonably be thought to bear on our independence that have occurred from January 1, 2018 – April 23, 2019.

The assistance of Rhonda Serhan, Murray Hagan, and the other County management and staff during the audit was greatly appreciated.

Yours truly,

METRIX GROUP LLP



Philip J. Dirks, CPA, CA
Partner

PJD/law

cc: Rick Emmons, Chief Administrative Officer
Murray Hagan, BComm, CPA, CA, Chief Financial Officer

**CLEARWATER COUNTY
Consolidated Financial Statements
For the Year Ended December 31, 2018**

DRAFT

INDEPENDENT AUDITORS' REPORT

To the Reeve and Council of Clearwater County

Opinion

We have audited the accompanying consolidated financial statements of Clearwater County (the County), which comprise the consolidated statement of financial position as at December 31, 2018, and the consolidated statements of operations and accumulated surplus, changes in net financial assets and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of County as at December 31, 2018, the consolidated results of its operations, changes in its net financial assets and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditors' Responsibilities for the Audit of the Consolidated Financial Statements* section of our report. We are independent of County in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with those requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Other Information

Management is responsible for the other information. The other information comprises the information included in the Annual Report, but does not include the consolidated financial statements and our auditors' report thereon. The Annual Report is expected to be made available to us after the date of this auditors' report. Our opinion on the consolidated financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the consolidated financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the consolidated financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the County's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless management either intends to liquidate County or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the County's financial reporting process.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements. As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the County's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the County to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

METRIX GROUP LLP

Chartered Professional Accountants

Edmonton, Alberta
April 23, 2019

MANAGEMENT'S RESPONSIBILITY FOR FINANCIAL REPORTING

To the Reeve and Members of Council of Clearwater County

The integrity, relevance and comparability of the data in the accompanying consolidated financial statements are the responsibility of management.

The consolidated financial statements are the responsibility of management, prepared in accordance with Canadian public sector accounting standards. They necessarily include some amounts that are based on the best estimates and judgments of management.

To assist in its responsibility, management maintains accounting, budget and other controls to provide reasonable assurance that transactions are appropriately authorized, that assets are properly accounted for and safeguarded, and that financial records are reliable for preparation of consolidated financial statements.

Metrix Group LLP, Chartered Professional Accountants, have been appointed by County Council to express an opinion on the County's consolidated financial statements.

Rick Emmons, CLGM
Chief Administrative Officer

Murray Hagan, B.Comm, CPA, CA
Chief Financial Officer

CLEARWATER COUNTY
Consolidated Statement of Financial Position
As at December 31, 2018

	2018	2017 (Restated) (Note 20)
FINANCIAL ASSETS		
Cash and cash equivalents (Note 2)	\$ 70,356,210	\$ 88,896,406
Accounts receivable (Note 3)	4,894,768	4,204,643
Land held for resale	4,769,753	2,219,134
Investments (Note 4)	<u>40,248,979</u>	<u>258,658</u>
	<u>120,269,710</u>	<u>95,578,841</u>
LIABILITIES		
Accounts payable and accrued liabilities (Note 5)	6,172,375	5,692,815
Deposit liabilities	13,950	9,200
Deferred revenue (Note 6)	15,974,076	5,453,023
Long-term debt (Note 7)	2,584,745	2,926,515
Landfill closure and post-closure costs (Note 8)	<u>3,379,122</u>	<u>3,001,795</u>
	<u>28,124,268</u>	<u>17,083,348</u>
NET FINANCIAL ASSETS	<u>92,145,442</u>	<u>78,495,493</u>
NON-FINANCIAL ASSETS		
Tangible capital assets (Note 9)	343,415,585	349,249,514
Inventories for consumption (Note 10)	3,615,129	3,565,227
Prepaid expenses	<u>574,016</u>	<u>522,608</u>
	<u>347,604,730</u>	<u>353,337,349</u>
ACCUMULATED SURPLUS (NOTE 11) (Schedule 1)	<u>\$ 439,750,172</u>	<u>\$ 431,832,842</u>

ON BEHALF OF COUNCIL:

CLEARWATER COUNTY
Consolidated Statement of Operations and Accumulated Surplus
For the Year Ended December 31, 2018

H3 attachment

	2018 (Budget) (Note 22)	2018 (Actual)	2017 (Actual) (Restated) (Note 20)
REVENUE			
Net municipal taxes (Schedule 2)	\$ 43,348,712	\$ 46,258,782	\$ 41,249,223
Well drilling taxes	2,000,000	3,058,519	3,553,195
User fees and sale of goods	1,149,430	2,654,287	2,514,930
Government transfers for operating (Schedule 3)	379,454	2,111,351	854,683
Investment income	811,000	1,908,775	1,272,578
Other	381,312	996,067	827,786
Penalties on taxes	125,000	328,944	251,065
Fines	275,000	280,590	363,731
Rentals	227,500	247,002	235,436
Licenses, permits, rentals and fines	36,000	62,427	49,145
Developer Levies	<u>23,400</u>	<u>58,213</u>	<u>13,067</u>
	<u>48,756,808</u>	<u>57,964,957</u>	<u>51,184,839</u>
EXPENSES			
Legislative	635,195	562,426	447,138
Administration	3,991,900	4,128,250	4,556,099
Assessment	955,950	456,451	647,462
Fire, ambulance, and protective services	2,823,073	2,896,100	2,652,157
Public works - general	1,994,245	1,712,974	2,175,846
Roads, streets, walks and lighting	11,742,135	9,882,122	8,860,734
Facilities	1,216,236	811,157	835,228
Water supply and distribution	119,400	87,676	74,691
Wastewater treatment and disposal	233,100	153,568	143,376
Waste management	2,314,387	2,498,545	2,316,592
Airport	64,000	150,602	30,000
Family and community support services	833,336	672,433	613,340
Agricultural services	2,453,162	2,203,184	2,252,404
Land use planning, zoning and development	2,498,575	1,417,216	1,642,772
Parks and recreation	2,358,695	2,727,036	1,409,048
Culture	654,898	577,812	442,231
Amortization	<u>-</u>	<u>20,147,897</u>	<u>20,217,885</u>
	<u>34,888,287</u>	<u>51,085,449</u>	<u>49,317,003</u>
ANNUAL SURPLUS BEFORE OTHER REVENUE	<u>13,868,521</u>	<u>6,879,508</u>	<u>1,867,836</u>
OTHER REVENUE (EXPENSES)			
Government transfers for capital (Schedule 3)	10,140,000	3,226,956	805,424
Loss on disposal of tangible capital assets	<u>-</u>	<u>(2,189,134)</u>	<u>(1,334,069)</u>
	<u>10,140,000</u>	<u>1,037,822</u>	<u>(528,645)</u>
ANNUAL SURPLUS	24,008,521	7,917,330	1,339,191
ACCUMULATED SURPLUS, BEGINNING OF YEAR	431,832,842	426,029,187	424,559,857
Restatement (Note 20)	<u>-</u>	<u>5,803,655</u>	<u>5,933,794</u>
ACCUMULATED SURPLUS, AS RESTATED	<u>431,832,842</u>	<u>431,832,842</u>	<u>430,493,651</u>
ACCUMULATED SURPLUS, END OF YEAR	<u>\$ 455,841,363</u>	<u>\$ 439,750,172</u>	<u>\$ 431,832,842</u>

The accompanying notes are an integral part of the financial statements

CLEARWATER COUNTY
Consolidated Statement of Changes in Net Financial Assets
For the Year Ended December 31, 2018

	2018 (Budget) (Note 22)	2018 (Actual)	2017 (Actual) (Restated) (Note 20)
ANNUAL SURPLUS	\$ <u>24,008,521</u>	\$ <u>7,917,330</u>	\$ <u>1,339,191</u>
Purchase of tangible capital assets	(39,698,162)	(20,357,296)	(15,269,407)
Increase in land held for resale	-	3,146,432	-
Proceeds on disposal of tangible capital assets	-	707,762	518,962
Amortization of tangible capital assets	-	20,147,897	20,217,885
Loss on disposal of tangible capital assets	-	2,189,134	1,334,069
	<u>(39,698,162)</u>	<u>5,833,929</u>	<u>6,801,509</u>
Use (acquisition) of supplies inventory	-	(49,902)	502,045
Acquisition of prepaid expenses	-	(51,408)	(72,533)
	-	<u>(101,310)</u>	<u>429,512</u>
INCREASE (DECREASE) IN NET FINANCIAL ASSETS	(15,689,641)	13,649,949	8,570,212
NET FINANCIAL ASSETS, BEGINNING OF YEAR	<u>78,495,493</u>	<u>78,495,493</u>	<u>69,925,281</u>
NET FINANCIAL ASSETS, END OF YEAR	\$ <u><u>62,805,852</u></u>	\$ <u><u>92,145,442</u></u>	\$ <u><u>78,495,493</u></u>

CLEARWATER COUNTY
Consolidated Statement of Cash Flows
For the Year Ended December 31, 2018

	2018	2017 (Restated) (Note20)
OPERATING ACTIVITIES		
Annual surplus	\$ 7,917,330	\$ 1,339,191
Non-cash items included in annual surplus		
Loss on disposal of tangible capital assets	2,189,134	1,334,069
Amortization of tangible capital assets	<u>20,147,897</u>	<u>20,217,885</u>
	30,254,361	22,891,145
Changes in non-cash working capital balances:		
Accounts receivable	(690,126)	(692,025)
Prepaid expenses	(51,408)	(73,755)
Accounts payable and accrued liabilities	479,561	(1,757,615)
Land held for resale	595,813	59,684
Deferred revenue	10,521,053	(499,695)
Inventories for consumption	(49,902)	502,045
Landfill closure and post-closure costs	377,327	188,499
Deposit liabilities	<u>4,750</u>	<u>(20,770)</u>
	<u>41,441,429</u>	<u>20,597,513</u>
CAPITAL ACTIVITIES		
Purchase of tangible capital assets	(20,357,296)	(15,269,407)
Proceeds on disposal of tangible capital assets	<u>707,762</u>	<u>518,962</u>
	<u>(19,649,534)</u>	<u>(14,750,445)</u>
FINANCING ACTIVITIES		
Long-term debt principal repayments	<u>(341,770)</u>	<u>(328,479)</u>
INVESTING ACTIVITIES		
Purchase of investments	<u>(39,990,321)</u>	<u>(25,180)</u>
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS DURING THE YEAR	(18,540,196)	5,493,409
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>88,896,406</u>	<u>83,402,997</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ <u>70,356,210</u>	\$ <u>88,896,406</u>

**CLEARWATER COUNTY
Consolidated Schedule of Changes in Accumulated Surplus
For the Year Ended December 31, 2018**

	<u>Unrestricted Surplus</u>	<u>Restricted Surplus</u>	<u>Equity in Tangible Capital Assets</u>	2018	2017 (Restated) (Note 20)
BALANCE, BEGINNING OF YEAR	\$ 902,962	\$ 81,680,365	\$349,249,515	\$431,832,842	\$430,493,651
Annual surplus	7,917,330	-	-	7,917,330	1,339,191
Unrestricted funds designated for future use	(13,603,918)	13,603,918	-	-	-
Increase in land held for resale	3,146,432	-	(3,146,432)	-	-
Current year funds used for tangible capital assets	(20,357,296)	-	20,357,296	-	-
Disposal of tangible capital assets	2,896,896	-	(2,896,896)	-	-
Amortization	<u>20,147,897</u>	<u>-</u>	<u>(20,147,897)</u>	<u>-</u>	<u>-</u>
BALANCE, END OF YEAR	<u>\$ 1,050,303</u>	<u>\$ 95,284,283</u>	<u>\$343,415,586</u>	<u>\$439,750,172</u>	<u>\$431,832,842</u>

CLEARWATER COUNTY
Consolidated Schedule of Property and Other Taxes
For the Year Ended December 31, 2018

	2018 (Budget) <i>(Note 22)</i>	2018 (Actual)	2017 (Actual)
TAXATION			
Real property taxes	\$ _____ -	\$ <u>29,819,986</u>	\$ <u>17,137,708</u>
Less revenue sharing:			
County of Wetaskiwin	601,288	815,025	601,288
Town of Rocky Mountain House	750,000	750,000	750,000
Village of Caroline	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>
	<u>1,401,288</u>	<u>1,615,025</u>	<u>1,401,288</u>
Real property taxes after revenue sharing	(1,401,288)	28,204,961	15,736,420
Linear property taxes	<u>62,272,971</u>	<u>36,320,951</u>	<u>44,402,675</u>
	<u>60,871,683</u>	<u>64,525,912</u>	<u>60,139,095</u>
REQUISITIONS			
Alberta School Foundation Fund	17,034,452	17,289,335	18,109,315
Westview Lodge	488,519	586,481	571,730
Red Deer Catholic Regional Division No. 39	-	199,372	208,827
Designated industrial property	<u>-</u>	<u>191,942</u>	<u>-</u>
	<u>17,522,971</u>	<u>18,267,130</u>	<u>18,889,872</u>
NET MUNICIPAL TAXES	\$ <u>43,348,712</u>	\$ <u>46,258,782</u>	\$ <u>41,249,223</u>

**CLEARWATER COUNTY
Consolidated Schedule of Government Transfers
For the Year Ended December 31, 2018**

	2018 (Budget) <i>(Note 22)</i>	2018 (Actual)	2017 (Actual)
TRANSFERS FOR OPERATING			
Provincial government	\$ 379,454	\$ 2,111,351	\$ 854,683
TRANSFERS FOR CAPITAL			
Provincial government	<u>10,140,000</u>	<u>3,226,956</u>	<u>805,424</u>
TOTAL GOVERNMENT TRANSFERS	<u>\$ 10,519,454</u>	<u>\$ 5,338,307</u>	<u>\$ 1,660,107</u>

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CLEARWATER COUNTY
Consolidated Schedule of Segmented Information
For the Year Ended December 31, 2018

Schedule 4

	General Government	Community Services	Emergency & Protective Services	Transportation Services	Planning & Development	Recreation & Culture	Environmental Services	Agricultural Services	Total
REVENUE									
Net municipal taxes	\$ 46,258,782	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 46,258,782
User fees and sales of goods	588,362	-	-	392,636	256,440	10,516	1,082,417	323,916	2,654,287
Government transfers	510,075	-	1,349,966	-	-	16,800	-	234,510	2,111,351
Investment income	1,908,775	-	-	-	-	-	-	-	1,908,775
Oil well drilling taxes	3,058,519	-	-	-	-	-	-	-	3,058,519
All other	<u>462,915</u>	<u>-</u>	<u>879,984</u>	<u>359,288</u>	<u>253,016</u>	<u>420</u>	<u>5,400</u>	<u>12,220</u>	<u>1,973,243</u>
	<u>52,787,428</u>	<u>-</u>	<u>2,229,950</u>	<u>751,924</u>	<u>509,456</u>	<u>27,736</u>	<u>1,087,817</u>	<u>570,646</u>	<u>57,964,957</u>
EXPENSES									
Salaries, wages and benefits	3,008,552	94,514	1,769,726	3,720,977	789,207	165,918	1,275,637	1,158,124	11,982,655
Contract and general services	1,133,928	-	548,004	5,882,822	403,654	7,666	791,500	478,586	9,246,160
Materials, goods and supplies	188,002	2,810	578,369	2,802,454	23,402	12,885	273,992	556,439	4,438,353
Transfers to other governments	1,785	150,602	-	-	-	-	-	-	152,387
Transfers to individuals/organizations	46,450	377,199	-	-	-	3,118,380	-	10,035	3,552,064
Transfers to local boards & agencies	-	84,663	-	-	-	-	-	-	84,663
Interest on long-term debt	-	113,247	-	-	-	-	-	-	113,247
Other expenses	<u>969,363</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>398,660</u>	<u>-</u>	<u>1,368,023</u>
	<u>5,348,080</u>	<u>823,035</u>	<u>2,896,099</u>	<u>12,406,253</u>	<u>1,216,263</u>	<u>3,304,849</u>	<u>2,739,789</u>	<u>2,203,184</u>	<u>30,937,552</u>
NET REVENUE (DEFICIT) BEFORE AMORTIZATION	47,439,348	(823,035)	(666,149)	(11,654,329)	(706,807)	(3,277,113)	(1,651,972)	(1,632,538)	27,027,405
Amortization	<u>354,259</u>	<u>23,487</u>	<u>324,771</u>	<u>18,099,696</u>	<u>78,867</u>	<u>61,705</u>	<u>1,031,865</u>	<u>173,247</u>	<u>20,147,897</u>
NET REVENUE (DEFICIT)	<u>\$ 47,085,089</u>	<u>\$ (846,522)</u>	<u>\$ (990,920)</u>	<u>\$ (29,754,025)</u>	<u>\$ (785,674)</u>	<u>\$ (3,338,818)</u>	<u>\$ (2,683,837)</u>	<u>\$ (1,805,785)</u>	<u>\$ 6,879,508</u>

CLEARWATER COUNTY
Consolidated Schedule of Segmented Information
For The Year Ended December 31, 2017

Schedule 5

	General Government	Community Services	Emergency & Protective Services	Transportation Services	Planning & Development	Recreation & Culture	Environmental Services	Agricultural Services	Total
REVENUE									
Net municipal taxes	\$ 41,249,223	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,249,223
User fees and sales of goods	10,554	-	-	418,201	621,540	10,337	998,506	455,792	2,514,930
Government transfers	202,475	-	419,049	-	-	16,800	-	216,359	854,683
Investment income	1,272,578	-	-	-	-	-	-	-	1,272,578
Well drilling taxes	3,553,195	-	-	-	-	-	-	-	3,553,195
All other	<u>503,120</u>	-	<u>891,635</u>	<u>126,436</u>	<u>202,626</u>	-	<u>2,600</u>	<u>13,813</u>	<u>1,740,230</u>
	<u>46,791,145</u>	-	<u>1,310,684</u>	<u>544,637</u>	<u>824,166</u>	<u>27,137</u>	<u>1,001,106</u>	<u>685,964</u>	<u>51,184,839</u>
EXPENSES									
Salaries, wages and benefits	3,701,070	106,834	1,674,232	4,010,357	901,455	141,157	1,237,850	1,178,454	12,951,409
Contracted and general services	1,334,950	40,535	513,527	5,587,445	299,443	33,565	854,684	470,805	9,134,954
Materials, goods and utilities	281,547	1,085	464,398	2,274,006	80,279	10,758	255,562	587,320	3,954,955
Transfers to other governments	1,677	30,000	-	-	-	-	-	-	31,677
Transfers to individuals/organizations	83,430	253,669	-	-	-	1,665,799	-	15,825	2,018,723
Transfers to local boards & agencies	-	84,657	-	-	-	-	-	-	84,657
Interest on long-term debt	-	126,561	-	-	-	-	-	-	126,561
Other expenses	<u>609,119</u>	-	-	-	<u>500</u>	-	<u>186,563</u>	-	<u>796,182</u>
	<u>6,011,793</u>	<u>643,341</u>	<u>2,652,157</u>	<u>11,871,808</u>	<u>1,281,677</u>	<u>1,851,279</u>	<u>2,534,659</u>	<u>2,252,404</u>	<u>29,099,118</u>
NET REVENUE (DEFICIT) BEFORE AMORTIZATION	40,779,352	(643,341)	(1,341,473)	(11,327,171)	(457,511)	(1,824,142)	(1,533,553)	(1,566,440)	22,085,721
Amortization	<u>315,138</u>	<u>30,743</u>	<u>402,172</u>	<u>17,973,150</u>	<u>34,486</u>	<u>57,645</u>	<u>1,244,989</u>	<u>159,562</u>	<u>20,217,885</u>
NET REVENUE (DEFICIT)	<u>\$ 40,464,214</u>	<u>\$ (674,084)</u>	<u>\$ (1,743,645)</u>	<u>\$ (29,300,321)</u>	<u>\$ (491,997)</u>	<u>\$ (1,881,787)</u>	<u>\$ (2,778,542)</u>	<u>\$ (1,726,002)</u>	<u>\$ 1,867,836</u>

CLEARWATER COUNTY
Notes to Consolidated Financial Statements
For the Year Ended December 31, 2018

Clearwater County (the "County") is a municipality in the Province of Alberta, Canada and operates under the provisions of the *Municipal Government Act*, R.S.A., 2000, c. M-26, as amended.

1. SIGNIFICANT ACCOUNTING POLICIES

These financial statements are the representations of the County management prepared in accordance with Canadian public sector accounting standards. Significant aspects of the accounting policies adopted by the County are as follows:

(a) Reporting Entity

These financial statements include the assets, liabilities, revenue and expenses and changes in equity balances and in financial position of the County which comprises all the organizations that are owned or controlled by the County and are, therefore, accountable to the County for the administration of their financial affairs and resources.

Rocky Mountain House Airport Commission	50.0%
Clearwater Regional Fire Rescue Services	47.5%
Clearwater Regional Emergency Management Agency	67.0%
The Rocky Mountain Regional Solid Waste Authority	63.3%

The County accounts for government partnerships using the proportionate consolidation method. Under this method, the County's proportionate share of assets, liabilities, non-financial assets, revenues, expenses and accumulated surplus are included in the consolidated financial statements. The consolidated financial statements include the County's share of the The Rocky Mountain Regional Solid Waste Authority. Condensed financial information is provided in Note 21.

The schedule of taxes levied includes requisitions for education and senior foundations that are not part of the municipal reporting entity.

The financial statements exclude trust assets that are administered for the benefit of external parties. Interdepartmental and organizational transactions and balances are eliminated.

(b) Basis of Accounting

The financial statements are prepared using the accrual basis of accounting. Revenues are accounted for in the period in which the transactions or events occurred that gave rise to the revenues. Expenses are recognized in the period the goods and services are acquired and a liability is incurred or transfers are due.

Funds from external parties and earnings thereon restricted by agreement or legislation are accounted for as deferred revenue until used for the purpose specified.

Government transfers are recognized in the financial statements as revenue in the period in which the events giving rise to the transfer occurred, providing the transfers are authorized, any eligibility criteria have been met by the municipality, and reasonable estimates of the amounts can be made.

(c) Cash and Cash Equivalents

Cash and temporary investments include items that are readily convertible to known amounts of cash, are subject to an insignificant risk of change in value, and have a maturity of one year or less at acquisition.

CLEARWATER COUNTY
Notes to Consolidated Financial Statements
For the Year Ended December 31, 2018

1. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

(d) Investments

Investments are recorded at amortized cost. Where there has been a loss in value that is other than a temporary decline, the investment is written down to recognize the loss.

Investment income is reported as revenue in the period earned. When required by the funding government or related act, investment income earned on deferred revenue is added to the investment, and forms part of the deferred revenue balance.

(e) Land Held for Resale

Land held for resale is recorded at the lower of cost or net realizable value. Cost includes costs for land acquisition and improvements required to prepare the land for servicing such as clearing, stripping, and levelling charges. Related development costs incurred to provide infrastructure such as water and wastewater services, roads, sidewalks, and street lighting are recorded as tangible capital assets under their respective function.

(f) Inventories for Consumption

Inventories held for consumption are valued at the lower of cost and net realizable value with cost determined by the average cost method for gravel and sign inventory and the first-in first-out method for shop inventory.

(g) Tangible Capital Assets

Tangible capital assets are recorded at cost which includes all amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less residual value, of the tangible capital assets is amortized on a straight-line basis over their estimated useful lives as follows:

Buildings	10 - 50 years
Engineered structures	
Roadway systems	3- 80 years
Water systems	45 - 75 years
Wastewater systems	34 - 75 years
Machinery and equipment	5 - 40 years
Vehicles	10 - 25 years

One-half of the annual amortization is charged in the year of acquisition and in the year of disposal. Assets under construction are not amortized until the asset is available for productive use.

Tangible capital assets received as contributions are recorded at fair value at the date of receipt and also are recorded as revenue.

Works of art for display are not recorded as tangible capital assets but are disclosed.

Leases are classified as capital or operating leases. Leases which transfer substantially all the benefits and risks incidental to ownership are accounted for as capital leases. All other leases are accounted for as operating leases and the related lease payments are charged to expenses.

CLEARWATER COUNTY
Notes to Consolidated Financial Statements
For the Year Ended December 31, 2018

1. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

(h) Tax Revenue

Property tax revenue is based on assessed value determined in accordance with the *Municipal Government Act*. Tax rates are established annually. Taxation revenues are recorded at the time tax notices are issued. Assessments are subject to appeal.

Construction and borrowing costs associated with local improvement projects are recovered through annual special property tax assessments during the period of the related borrowings. These levies are collectible from property owners for work performed by the County and are recognized as revenue in the year they are levied.

(i) Requisition Over-levy and Under-levy

Over-levies and under-levies arise from the difference between the actual tax levy made to cover each requisition and the actual amount requisitioned. If the actual levy exceeds the requisition, the over-levy is accrued as a liability and property tax revenue is reduced. Where the actual levy is less than the requisition amount, the under-levy is accrued as a receivable and reflected as property tax revenue.

(j) Pensions

The County participates in three multi-employer defined benefit pension plans. Contributions for current and past service pension benefits are recorded as expenses in the year in which they become due. See *Note 14* for details of these pension plans.

(k) Contaminated Sites

Contaminated sites are a result of contamination being introduced into air, soil, water or sediment of a chemical, organic or radioactive material or live organism that exceeds an environmental standard. The liability is recorded net of any expected recoveries. A liability for remediation of a contaminated site is recognized when a site is not in productive use and is management's estimate of the cost of post-remediation including operation, maintenance and monitoring.

(l) Use of Estimates

The preparation of the financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenue and expenses during the period. Where measurement uncertainty exists, the consolidated financial statements have been prepared within reasonable limits of materiality. Actual results could differ from those estimates.

The County has used estimates to determine an allowance for doubtful accounts, accrued liabilities, and the useful lives of tangible capital assets.

CLEARWATER COUNTY
Notes to Consolidated Financial Statements
For the Year Ended December 31, 2018

2. CASH AND CASH EQUIVALENTS

	2018	2017
Savings accounts	\$ 48,900,960	\$ 22,890,408
Operating bank accounts	13,131,237	57,907,209
Guaranteed Investment Certificates	8,098,288	8,098,289
High interest savings account	225,225	-
Cash on hand	<u>500</u>	<u>500</u>
	<u>\$ 70,356,210</u>	<u>\$ 88,896,406</u>

Guaranteed Investment Certificates bear interest at a rate of 2.20%, maturing June 2020.

The above amounts include grant funding of \$15,974,076 (2017 - \$5,453,023) which is externally restricted per *Note 6*.

3. ACCOUNTS RECEIVABLE

	2018	2017
Trade and other	\$ 3,086,782	\$ 3,058,415
Taxes and grants in place of taxes	1,286,215	855,318
Goods and Services Tax	<u>521,771</u>	<u>290,910</u>
	<u>\$ 4,894,768</u>	<u>\$ 4,204,643</u>

Taxes and grants in lieu consist of the following:

Current taxes	\$ 1,952,675	\$ 1,215,926
Tax arrears	<u>895,275</u>	<u>253,987</u>
	2,847,950	1,469,913
Less: Allowance for doubtful accounts	<u>(1,561,735)</u>	<u>(614,595)</u>
	<u>\$ 1,286,215</u>	<u>\$ 855,318</u>

4. INVESTMENTS

	2018	2017
Government and corporate bonds	\$ 23,968,095	\$ -
Guaranteed Investment Certificates	16,128,548	-
Muniserp Pension Assets	144,766	169,069
Rocky Mountain House Co-op Association Limited	7,500	7,500
Alberta Capital Finance Authority shares	70	70
Rocky Credit Union Ltd. common shares	<u>-</u>	<u>82,019</u>
	<u>\$ 40,248,979</u>	<u>\$ 258,658</u>

Guaranteed Investment Certificates bear interest at 2.65% - 3.10% per annum, maturing September 2019. Government and corporate bonds bear interest at rates between 2.10% - 3.40% per annum, maturing between March 2021 - March 2027. The market value of the government and corporate bonds at December 31, 2018 was \$24,168,523 (2017 - \$NIL).

CLEARWATER COUNTY
Notes to Consolidated Financial Statements
For the Year Ended December 31, 2018

5. ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

	2018	2017
Trade payables and accrued liabilities	\$ 4,953,654	\$ 3,736,773
Accrued wages and benefits	<u>1,218,721</u>	<u>1,956,042</u>
	<u>\$ 6,172,375</u>	<u>\$ 5,692,815</u>

6. DEFERRED REVENUE

Deferred revenue is comprised of the following amounts which have been received from third parties for a specified purpose. Additions are comprised of both contributions and interest earned during the year. These amounts are recognized as revenue in the period in which the related costs are incurred.

	2017	Additions	Revenue Recognized	2018
Municipal Sustainability Initiative	\$ 5,319,749	\$ 12,783,375	\$ (2,307,120)	\$ 15,796,004
Alberta Community Partnership Program	-	145,000	(92,048)	52,952
Community and Regional Economic Supports Program	-	200,000	(155,660)	44,340
Watershed Restoration and Resiliency Program	50,281	-	(18,151)	32,130
Strategic Transportation Infrastructure Program	-	250,000	(218,566)	31,434
Shell regional fire training	9,461	-	-	9,461
Penn West Environmental	4,558	-	-	4,558
Other	<u>68,974</u>	<u>3,197</u>	<u>(68,974)</u>	<u>3,197</u>
	<u>\$ 5,453,023</u>	<u>\$ 13,381,572</u>	<u>\$ (2,860,519)</u>	<u>\$ 15,974,076</u>

7. LONG-TERM DEBT

	2018	2017
Alberta Capital Finance Authority debenture repayable in semi-annual installments of \$227,808 including interest at 4.006% maturing in 2025.	<u>\$ 2,584,745</u>	<u>\$ 2,926,515</u>

Principal and interest payments are due as follows:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2019	\$ 355,598	\$ 100,019	\$ 455,617
2020	369,986	85,631	455,617
2021	384,956	70,661	455,617
2022	400,532	55,085	455,617
2023	416,738	38,879	455,617
Thereafter	<u>656,935</u>	<u>65,370</u>	<u>722,305</u>
	<u>\$ 2,584,745</u>	<u>\$ 415,645</u>	<u>\$ 3,000,390</u>

Interest on long-term debt amounted to \$113,247 (2017 - \$126,561).

The County's total cash payments for interest in 2018 were \$113,847 (2017 - \$127,138).

8. LANDFILL CLOSURE AND POST CLOSURE COSTS

Alberta environmental law requires closure and post-closure care of landfill sites, which includes final covering and landscaping, pumping of ground water and leachates from the site, and ongoing environmental monitoring, site inspections and maintenance.

The estimated total liability is based on the sum of discounted future cash flows for closure and post-closure activities for 25 years after closure using a discount rate of 3.26% (2017 - 3.36%) and assuming annual inflation of 2.00% (2017 - 2.00%).

The accrued liability portion is based on the cumulative capacity used at year end compared to the estimated total landfill capacity. The total capacity of the site is estimated at 3.333 million cubic metres. The estimated used capacity of the landfill site is 2.136 (2017 - 2.030) million cubic metres. The existing landfill is expected to reach capacity in approximately the year 2042.

	2018	2017
County's share of estimated closure costs	\$ 2,283,228	\$ 2,126,581
County's share of estimated post-closure costs	<u>2,988,224</u>	<u>2,801,465</u>
Estimated total County's share of liability	<u>\$ 5,271,452</u>	<u>\$ 4,928,046</u>
Percentage of liability accrued	<u>64.10%</u>	<u>60.91%</u>
Amount accrued	<u>\$ 3,379,122</u>	<u>\$ 3,001,795</u>
Estimated liability still to be accrued	<u>\$ 1,892,330</u>	<u>\$ 1,926,251</u>

9. TANGIBLE CAPITAL ASSETS

	2018	2017
	Net Book	Net Book
	Value	Value
Engineered structures		
Roadways and bridges	\$ 249,584,466	\$ 255,448,467
Wastewater systems	10,426,564	10,202,059
All other	9,428,979	10,796,593
Water systems	<u>5,137,163</u>	<u>5,231,844</u>
	274,577,172	281,678,963
Land and land improvements	42,891,326	43,184,903
Buildings	12,781,444	11,299,070
Machinery and equipment	12,136,925	11,881,233
Vehicles	<u>1,028,718</u>	<u>1,205,345</u>
	\$ 343,415,585	\$ 349,249,514

	Cost				Cost
	Beginning of	Additions	Disposals	Transfers	End of
	Year				Year
Engineering structures					
Roadways and bridges	\$ 620,293,078	\$ 12,487,551	\$ (5,837,316)	\$ -	\$ 626,943,313
Wastewater systems	12,495,500	542,484	(446,227)	-	12,591,757
All other	17,077,683	2,335,194	(887,940)	(2,348,475)	16,176,462
Water systems	<u>5,910,254</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,910,254</u>
	655,776,515	15,365,229	(7,171,483)	(2,348,475)	661,621,786
Machinery and equipment	20,580,910	2,607,951	(1,083,974)	-	22,104,887
Vehicles	2,580,410	115,503	(222,748)	-	2,473,165
Buildings	13,817,624	1,764,233	-	-	15,581,857
Land	<u>43,184,903</u>	<u>504,380</u>	<u>-</u>	<u>(797,957)</u>	<u>42,891,326</u>
	\$ 735,940,362	\$ 20,357,296	\$ (8,478,205)	\$ (3,146,432)	\$ 744,673,021

	Accumulated				Accumulated
	Amortization	Current	Disposals	Transfers	Amortization
	Beginning of	Amortization			End of
	Year				Year
Engineered structures					
Roadways and bridges	\$ 364,844,611	\$ 17,294,662	\$ (4,780,426)	\$ -	\$ 377,358,847
Wastewater systems	2,293,441	239,889	(368,137)	-	2,165,193
All other	6,281,090	466,393	-	-	6,747,483
Water systems	<u>678,410</u>	<u>94,681</u>	<u>-</u>	<u>-</u>	<u>773,091</u>
	374,097,552	18,095,625	(5,148,563)	-	387,044,614
Machinery, equipment, and furnishings	8,699,677	1,514,274	(245,989)	-	9,967,962
Vehicles	1,375,065	256,139	(186,757)	-	1,444,447
Buildings	<u>2,518,554</u>	<u>281,859</u>	<u>-</u>	<u>-</u>	<u>2,800,413</u>
	\$ 386,690,848	\$ 20,147,897	\$ (5,581,309)	\$ -	\$ 401,257,436

Construction of tangible capital assets in progress for 2018 totals \$11,288,074 (2017 - \$9,228,512). These amounts are not being amortized.

CLEARWATER COUNTY
Notes to Consolidated Financial Statements
For the Year Ended December 31, 2018

10. INVENTORIES FOR CONSUMPTION

	2018	2017
Gravel	\$ 3,086,019	\$ 3,086,292
Parts, chemicals, and other	<u>529,110</u>	<u>478,935</u>
	<u>\$ 3,615,129</u>	<u>\$ 3,565,227</u>

11. ACCUMULATED SURPLUS

	2018	2017
Unrestricted surplus	\$ 1,050,303	\$ 902,962
Restricted surplus (Note 12)	95,284,283	81,680,365
Equity in tangible capital assets (Schedule 1)	<u>343,415,586</u>	<u>349,249,515</u>
	<u>\$ 439,750,172</u>	<u>\$ 431,832,842</u>

12. RESTRICTED SURPLUS

	2018	2017
Municipal, recreation, and school	\$ 1,250,845	\$ 198,032
County facilities - capital	3,603,975	3,718,975
Work in progress	3,297,005	3,102,921
Nordegg	(3,897,259)	(2,540,089)
Tax rate stabilization	12,000,000	12,000,000
Airport	300,000	300,000
Fire - capital	7,058,411	3,208,411
Disaster	2,000,000	2,000,000
Public works - capital	6,502,995	6,502,995
Paving	14,295,046	10,820,046
Gravel	4,407,553	4,407,553
Gravel reclamation	5,446,457	5,201,285
Resource roads	5,000,000	5,000,000
Sewer	8,821,055	6,321,055
Agricultural services	4,000,000	3,660,000
Regional fire	60,547	201,223
Bridge deficit	8,413,577	7,213,577
North Saskatchewan River park	700,000	500,000
High speed internet	8,900,000	5,900,000
Geographic information system air photos	76,000	-
West country roads	-	1,500,000
Facility - Operating Rental Income	260,000	160,000
Leslieville Sewer	64,273	37,443
Nordegg Historic	-	81,636
Search and rescue equipment	100,000	50,000
Rocky Mountain Regional Solid Waste Authority	<u>2,623,803</u>	<u>2,135,302</u>
	<u>\$ 95,284,283</u>	<u>\$ 81,680,365</u>

13. CREDIT FACILITY

The County has a demand revolving operating credit facility to a maximum of \$4,920,000 bearing interest at prime less 0.25% per annum.

CLEARWATER COUNTY
Notes to Consolidated Financial Statements
For the Year Ended December 31, 2018

14. PENSION PLANS

(a) Local Authorities Pension Plan

Employees of the County participate in the Local Authorities Pension Plan (LAPP), which is one of the plans covered by the *Public Sector Pension Plans Act*. The LAPP is financed by employer and employee contributions and investment earnings of the LAPP Fund.

The County is required to make current service contributions to the LAPP of 10.39% of pensionable earnings up to the year's maximum pensionable earnings under the Canada Pension Plan and 14.84% on pensionable earnings above this amount. Employees of the County are required to make current service contributions of 9.39% of pensionable earnings up to the year's maximum pensionable earnings and 13.84% on pensionable earnings above this amount.

Total current service contributions by the County to the LAPP in 2018 were \$892,783 (2017 - \$992,878). Total current service contributions by the employees of the County to the LAPP in 2018 were \$817,301 (2017 - \$915,678).

At December 31, 2017 the Plan disclosed an actuarial surplus of \$4.8 billion (2016 - \$637.4 million deficit).

(b) Alberta Urban Municipalities Association Apex Supplementary Pension Plan

Certain employees of the County are eligible to participate in the Alberta Urban Municipalities Association Apex Supplementary Pension Plan (APEX), a multi-employer pension plan. This plan provides defined pension benefits to employees based on their length of service and rate of pay.

Contributions by the County to APEX in 2018 were \$6,421 (2017 - \$4,958). Contributions by the employees of the County to the APEX in 2018 were \$4,824 (2017 - \$3,712).

(c) Alberta Urban Municipalities Association Municipal Supplementary Executive Retirement Plan

Certain employees of the County are eligible to participate in the Alberta Urban Municipalities Association MuniSERP pension plan, a multi-employer pension plan. This plan provides defined pension benefits to employees based on their length of service and rate of pay.

Contributions by the County to MuniSERP in 2018 were \$3,864 (2017 - \$13,760).

15. FINANCIAL INSTRUMENTS

The County's financial instruments consist of cash and cash equivalents, investments, accounts receivable, accounts payable and accrued liabilities, and long-term debt. It is management's opinion that the County is not exposed to significant market or currency risk arising from these financial instruments. The following analysis provides information about the County's risk exposure and concentration as of December 31, 2018.

(a) Credit risk

Credit risk arises from the possibility that customers may experience financial difficulty and be unable to fulfill their obligations. The County is exposed to the credit risk associated with fluctuations in the oil and gas industry as a significant portion of the property taxes outstanding relate to linear property and are receivable from companies in the oil and gas industry. The large number and diversity of customers minimizes the County's credit risk.

(b) Interest rate risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. Interest rate risk arises when the County invests in interest-bearing financial instruments. The County is directly exposed to interest risk on its fixed income securities and long-term debt.

CLEARWATER COUNTY
Notes to Consolidated Financial Statements
For the Year Ended December 31, 2018

15. FINANCIAL INSTRUMENTS (CONT'D)

(c) Other price risk

Other price risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices. The County is exposed to price risk on its investments in fixed income securities.

Unless otherwise noted, the carrying value of the financial instruments approximates their fair value.

16. REMUNERATION AND BENEFITS DISCLOSURE

Disclosure of remuneration and benefits for elected municipal officials, the County Manager and designated officers as required by Alberta Regulation 313/2000 is as follows:

	<u>Salary</u>	<u>2018 Benefits and Allowances</u>	<u>Total</u>	<u>2017 Total</u>
Reeve and Councilors				
Duncan (Division 1)	\$ 48,221	\$ 6,574	\$ 54,795	\$ 47,733
Laird (Division 2)	43,518	6,356	49,874	11,386
Greenwood (Division 2)	-	-	-	28,246
Lougheed (Division 3)	37,103	6,115	43,218	11,276
Maki (Division 3)	-	-	-	22,656
Vandermeer (Division 4)	55,254	4,807	60,061	38,375
Laing (Division 5)	41,695	6,281	47,976	35,335
Hoven (Division 6)	44,786	6,369	51,155	11,015
Graham (Division 6)	-	-	-	19,855
Swanson (Division 7)	47,510	6,488	53,998	9,973
Alexander (Division 7)	-	-	-	40,044
	<u>\$ 318,087</u>	<u>\$ 42,990</u>	<u>\$ 361,077</u>	<u>\$ 275,894</u>
County Manager				
Leaf	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 791,979</u>
Emmons	<u>\$ 218,605</u>	<u>\$ 34,275</u>	<u>\$ 252,880</u>	<u>\$ 37,142</u>

- 1) Salary includes regular base pay, bonuses, overtime, lump sum payments, gross honoraria and any other direct cash remuneration including per diem amounts.
- 2) Employer's share of all employee benefits and contributions or payments made on behalf of employees, including pension, health care, dental coverage, vision coverage, group life insurance, accidental disability and dismemberment insurance, long and short term disability plans, professional memberships and tuition.
- 3) Benefits and allowances include the employer's share of all employee benefits and contributions or payments made on behalf of employees, and the employer's share of the costs of any additional taxable benefits.

17. SEGMENTED INFORMATION

The County provides a wide range of services to its ratepayers. For each reported segment, revenues and expenses represent both amounts that are directly attributable to the segment and amounts that are allocated on a reasonable basis. The accounting policies used in these segments are consistent with those followed in the preparation of the financial statements as disclosed in Note 1.

(a) General Government

General Government is comprised of Council, the office of the CAO, Communications, and Corporate Services. Corporate Services includes Financial Services, Legislative Services, Human Resources, Assessment, and Information Technology Services. Council makes governance decisions regarding service delivery and service levels on behalf of the County in order to balance the needs and wants of the County residents in a financially responsible manner.

(b) Community Services

Community Services consists of seniors' funding, economic development and tourism activities, animal control, shared costs for the airport and special request funding. The Community Services area also provides services mandated by Family and Community Support Services throughout Alberta through a shared funding model between the Province of Alberta, the County, the Town of Rocky Mountain House, and the Village of Caroline.

(c) Emergency and Protective Services

Emergency and Protective Services is comprised of Fire, Emergency Management, and Municipal Enforcement Services. The regional fire service provides fire suppression along with fire prevention training and education programs. The regional emergency management agency prepares for emergency situations in order to maintain safe communities. The Municipal Enforcement Services provides infrastructure protection, bylaw enforcement and education programs as well as provincial statute enforcement with the authorities granted by the Solicitor General of Alberta.

(d) Transportation Services

Transportation is comprised of services in the Public Works areas. This includes the County's infrastructure (roads and bridges), facilities and maintenance programs, including paving and gravel.

(e) Planning and Development

This area conducts the County's planning and development functions, working with developers to foster sustainable growth within the County. Planning and Development also oversees the ongoing Nordegg development program, as well as the heritage activities, including the Nordegg Museum and Brazeau Collieries Mine Site.

(f) Recreation and Culture

The County contributes to the local recreation programs, libraries and museums in partnership with the Town of Rocky Mountain House, and the Village of Caroline. Through cost-sharing partnerships, the Rocky Mountain House Parks, Recreation and Culture provide recreational and cultural services and activities which promote the well-being of its citizens.

(g) Environmental Services

Environmental Services are comprised of water, wastewater and regional solid waste management collection and recycling.

CLEARWATER COUNTY
Notes to Consolidated Financial Statements
For the Year Ended December 31, 2018

18. SEGMENTED INFORMATION (CONT'D)

(h) Agricultural Services and Landcare

Agricultural Services and Landcare administers programs that strengthen relationships in the rural areas as well as relationships with urban communities. This includes vegetation and pest management, environmental stewardship programs, educational workshops, specialized equipment rental, cattle data management and awards such as Century Farms, Farm Family, and Rural Beautification.

19. DEBT LIMITS

Section 276(2) of the *Municipal Government Act* requires that debt and debt limits, as defined by Alberta Regulation 255/00, for the County be disclosed as follows:

	2018	2017
Total debt limit	\$ 86,947,436	\$ 76,777,259
Total debt	<u>(2,584,745)</u>	<u>(2,926,515)</u>
Amount of debt limit unused	<u>\$ 84,362,691</u>	<u>\$ 73,850,744</u>
Debt servicing limit	\$ 14,491,239	\$ 12,796,210
Service on debt	<u>(455,617)</u>	<u>(455,617)</u>
Amount of debt servicing limit unused	<u>\$ 14,035,622</u>	<u>\$ 12,340,593</u>

The debt limit is calculated at 1.5 times revenue of the County (as defined in Alberta Regulation 255/00) and the debt servicing limit is calculated at 0.25 times such revenue. Incurring debt beyond these limits requires approval by the Minister of Municipal Affairs. These thresholds are guidelines used by Alberta Municipal Affairs to identify municipalities, which could be at financial risk if further debt is acquired. The calculation taken alone does not represent the financial stability of the County. Rather, the financial statements must be interpreted as a whole.

20. RESTATEMENT

Prior to 2018 the County did not proportionately consolidate the results of The Rocky Mountain Regional Solid Waste Authority (the Authority). During 2018, the County changed its accounting policy regarding this and commenced proportionate consolidation as it believes this is a more appropriate presentation. The above change in accounting policy has been applied retrospectively and the 2017 comparative figures have been restated as follows.

	As Previously Stated	Restatements	As Restated
FINANCIAL ASSETS			
Cash and cash equivalents	\$ 83,477,669	5,418,737	88,896,406
Accounts receivable	3,853,447	351,196	4,204,643
	<u>87,331,116</u>	<u>5,769,933</u>	<u>93,101,049</u>
LIABILITIES			
Accounts payable and accrued liabilities	5,804,704	(111,889)	5,692,815
Deferred revenue	5,384,049	68,974	5,453,023
Landfill closure and post-closure costs	-	3,001,795	3,001,795
	<u>11,188,753</u>	<u>2,958,880</u>	<u>14,147,633</u>
NET FINANCIAL ASSETS	<u>75,684,440</u>	<u>2,811,053</u>	<u>78,495,493</u>
NON-FINANCIAL ASSETS			
Tangible capital assets	346,261,157	2,988,357	349,249,514
Prepaid expenses	518,363	4,245	522,608
	<u>346,779,520</u>	<u>2,992,602</u>	<u>349,772,122</u>
ACCUMULATED SURPLUS	<u>\$426,029,187</u>	<u>\$ 5,803,655</u>	<u>\$431,832,842</u>
REVENUE			
User fees and sale of goods	\$ 1,644,234	870,696	2,514,930
Investment income	1,204,804	67,774	1,272,578
	<u>2,849,038</u>	<u>938,470</u>	<u>3,787,508</u>
EXPENSES			
Waste management	2,214,427	102,165	2,316,592
Amortization	19,316,193	901,692	20,217,885
	<u>21,530,620</u>	<u>1,003,857</u>	<u>22,534,477</u>
OTHER REVENUE (EXPENSES)			
Loss on disposal of tangible capital assets	<u>(1,269,317)</u>	<u>(64,752)</u>	<u>(1,334,069)</u>
ANNUAL SURPLUS	<u>\$ 1,469,330</u>	<u>\$ (130,139)</u>	<u>\$ 1,339,191</u>

Additionally, due to the consolidation the unrestricted surplus of the County has been adjusted up by \$261,613 (2017 - up by \$679,995) for a total of \$941,608 to include the County's portion of the Authority's unrestricted surplus. This portion of unrestricted surplus and is not available for County operations.

CLEARWATER COUNTY
Notes to Consolidated Financial Statements
For the Year Ended December 31, 2018

21. GOVERNMENT PARTNERSHIP

The County's financial statements include its share of operations 2018 - 63.3% (2017 - 63.3%) of The Rocky Mountain Regional Solid Waste Authority. Condensed financial information of the Authority is as follows:

	2018	2017
FINANCIAL ASSETS		
Cash and temporary investments	\$ 10,738,336	\$ 8,566,929
Receivables	<u>625,044</u>	<u>1,039,014</u>
	<u>11,363,380</u>	<u>9,605,943</u>
FINANCIAL LIABILITIES		
Accounts payable and accrued liabilities	381,331	306,884
Deferred revenue	5,053	109,046
Landfill closure and post-closure costs	<u>5,342,334</u>	<u>4,745,786</u>
	<u>\$ 5,728,718</u>	<u>\$ 5,161,716</u>
NET FINANCIAL ASSETS	<u>5,634,662</u>	<u>4,444,227</u>
NON-FINANCIAL ASSETS		
Tangible capital assets	3,714,862	4,724,542
Prepaid expenses and deposits	<u>21,987</u>	<u>6,711</u>
	<u>3,736,849</u>	<u>4,731,253</u>
ACCUMULATED SURPLUS	<u>\$ 9,371,511</u>	<u>\$ 9,175,480</u>
REVENUE		
Municipal requisition	\$ 3,217,262	\$ 3,217,262
Sales and user charges	1,293,615	1,164,963
Investment income	199,078	107,150
Other	133,712	126,361
Government transfers	<u>58,796</u>	<u>92,086</u>
	<u>4,902,463</u>	<u>4,707,822</u>
EXPENSES		
Salaries and benefits	1,866,922	1,778,877
Amortization of tangible capital assets	1,077,532	1,425,560
Landfill closure and post-closure provision	596,548	298,014
All other	<u>1,165,430</u>	<u>1,411,117</u>
	<u>4,706,432</u>	<u>4,913,568</u>
ANNUAL SURPLUS (DEFICIT)	<u>\$ 196,031</u>	<u>\$ (205,746)</u>

22. BUDGET FIGURES

The budget figures are presented for information purposes only. The 2018 budget, prepared by the County, reflects all municipal activities including capital projects, debt repayments, and reserve transfers. The reconciliation below is provided to encompass these items.

	2018 (Budget)	2018 (Actual)
Annual surplus	\$ 24,008,521	\$ 7,917,330
Add back (deduct):		
Amortization expense	-	20,147,897
Purchase of tangible capital assets	(39,698,162)	(20,357,296)
Net transfers from capital projects	17,559,662	4,563,341
Net transfers from operations	2,610,249	985,165
Net transfers to reserve for future purchases	(4,138,500)	(19,152,424)
Loss on disposal of tangible capital assets	-	2,189,134
Principal debt repayments	<u>(341,770)</u>	<u>(341,770)</u>
Results of Operations	<u>\$ -</u>	<u>\$ (4,048,623)</u>

23. APPROVAL OF FINANCIAL STATEMENTS

These financial statements were approved by Council.

24. COMPARATIVE FIGURES

Certain comparative figures have been reclassified to conform with the current year's financial statement presentation.

Clearwater County
Year End: December 31, 2018
Schedule of unadjusted errors

Refno	Description	Assets	Liabilities	Equity	Income
Unrecorded - factual					
SUD 1	To record Joint Development	(200,000.00)	0.00	0.00	200,000.00
SUD 2	Adjust for 2017 airport cost-share	90,601.94	0.00	0.00	(90,601.94)
SUD 3	To adjust library cost sharing	81,854.98	0.00	0.00	(81,854.98)
SUD 4	To book difference between tax	40,267.95	0.00	0.00	(40,267.95)
SUD 5	Adjust for difference b/n Town	15,069.17	0.00	0.00	(15,069.17)
		<u>27,794.04</u>	<u>0.00</u>	<u>0.00</u>	<u>(27,794.04)</u>
	Understated/(Overstated)	<u>27,794.04</u>	<u>0.00</u>	<u>0.00</u>	<u>(27,794.04)</u>

DRAFT

Prepared by	Reviewed by
CP 09/04/2019	

Clearwater County
Year End: December 31, 2018
Reclassifying journal entries
Date: 01/01/2013 To 31/12/2018

Number	Date	Name	Account No	Reference	Debit	Credit	Recurrence	Misstatement
SUD 1	31/12/2018	Accumulated Surplus General	3-00-000-000-000-3900	29R-10-1		200,000.00		
SUD 1	31/12/2018	Provincial Grants - Infrastructure / Sponsorshi	7-00-000-000-792-7840	29R-10-1	200,000.00			
To record Joint Development Initiative grant that should have been recorded in 2017								
SUD 2	31/12/2018	Accumulated Surplus General	3-00-000-000-000-3900	33	90,601.94			
SUD 2	31/12/2018	Airport-Trsfr To Municipalitie	8-10-000-000-805-8771	33		90,601.94		
Adjust for 2017 airport cost-share expensed in 2018								
SUD 3	31/12/2018	Accumulated Surplus General	3-00-000-000-000-3900	74-1	81,854.98			
SUD 3	31/12/2018	TRANSFER TO INDIVIDUALS/ORGS	8-74-000-000-807-8310	74-1		81,854.98		
To adjust library cost sharing that was missed in previous years								
SUD 4	31/12/2018	Taxes Receivable - Current	1-00-000-000-000-1211	20R-1	40,267.95			
SUD 4	31/12/2018	Non Res Land & Improvements	7-00-000-000-771-7112	20R-1		16,066.79		
SUD 4	31/12/2018	Non Res Linear	7-00-000-000-771-7117	20R-1		24,201.16		
To book difference between tax recalculation and actual revenue recorded								
SUD 5	31/12/2018	Due From RMH Airport	1-00-000-000-000-1275	C60A	15,069.17			
SUD 5	31/12/2018	Airport Revenue	7-10-000-000-780-7599	C60A		15,069.17		
Adjust for difference b/n Town working paper and Councy Airport a/r								
					427,794.04	427,794.04		
Net Income (Loss)			7,945,126.25					



Councillor and Board Member 2019 Remuneration Statement

Name of Councillor / Board Member:	Jim Duncan
Date:	April 9, 2019
Signature (Councillor / Board Member):	<i>Jim Duncan</i>

PAYMENT PERIOD

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

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

Date	Type of Meeting Attended	First 4 Hours \$172.00	Next 4 Hours \$136.00	Next 4 Hours \$136.00	Regular Council Meeting \$308.00	Breakfast \$11/ Lunch \$16/ Supper \$21.50	Mileage (km)
March 6	Rocky/Clearwater ICF/IDP	X					40
March 8	Colors Workshop	X	X				40
Mar. 12	Regular Council				X		40
Mach 25	Rocky/Clearwater ICF/IDP	X					20
March 25	Clearwater Trails		X				20
March 26	Regular Council				X		20
March 26	Meet WRSD			X			20
March 21	Waste Authority						-----

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Remuneration Calculation (for office use only)						
0	Meetings @ 92.00 =	-		200	First 5000 Kms @ \$0.58 =	116.00
3	Meetings @ 172.00 =	516.00		0	Over 5000 Kms @ \$0.52 =	0
3	Meetings @ 136.00 =	408.00		0	Lunch @ 16.00 =	0
2	Meetings @ 308.00 =	616.00				
	Supervision =	2054.00				
	TOTAL =	3594.00				TOTAL = 116.00



Councillor and Board Member 2019 Remuneration Statement

Name of Councillor / Board Member:	John Vandermeer
Date:	April 11
Signature (Councillor / Board Member):	<i>John Vandermeer</i>

PAYMENT PERIOD

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

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

Date	Type of Meeting Attended	First 4 Hours \$172.00	Next 4 Hours \$136.00	Next 4 Hours \$136.00	Regular Council Meeting \$308.00	Breakfast \$11/ Lunch \$16/ Supper \$21.50	Mileage (km)
8	Colors workshop	1	1				80
12	Council Mtng				1		80
	Caroline Ag		1				16
18	RMA – Mayors & Reeves	1					232
19	RMA	1	1				
20	RMA	1	1				232
	CAEP Board			1			20
26	Council Mtng				1		40
	WSRD		1				
	Travel AUMA Leaders						195
27	AUMA Leaders	1	1				232

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Remuneration Calculation (for office use only)

0	Meetings @ 92.00 =	0	1127	First 5000 Kms @ \$0.58 =	653.66
5	Meetings @ 172.00 =	860.00	0	Over 5000 Kms @ \$0.52 =	0
7	Meetings @ 136.00 =	952.00	0	Lunch @ 16.00 =	0
2	Meetings @ 308.00 =	616.00		Hotel	288.12
	Supervision =	1105.00			
	TOTAL =	3533.00			

TOTAL = 941.78
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The Westin Edmonton
 10135 100 St
 Edmonton, AB T5J 0N7
 Canada
 Tel: 780-426-3636 Fax: 780-428-1454



John Vandermeer
 Xxx
 Xxx, NE, 11111
 United States Of America
 AU1533 - AUMA 2019

Page Number : 1 Invoice Nbr : 27881514
 Guest Number : 1299474
 Folio ID : A
 Arrive Date : 26-MAR-19 22:04
 Depart Date : 27-MAR-19 07:26
 No. Of Guest : 1
 Room Number : 703
 Marriott Bonvoy Number :

Copy Tax Invoice

Tax ID : 815461330RT0001
 The Westin Edm YEGWI MAR-27-2019 07:30 AFKHA488

Date	Reference	Description	Charges (CAD)	Credits (CAD)
26-MAR-19	2390	In Room Dining	29.00	
26-MAR-19	RT703	Room Chrg - Grp - Government	199.00	
26-MAR-19	RT703	GST	10.25	
26-MAR-19	RT703	DMF	5.97	
26-MAR-19	RT703	Tour Levy	8.20	
26-MAR-19	RT703	Parking Self	34.00	
26-MAR-19	RT703	GST	1.70	
27-MAR-19	VI	Visa-4024		-288.12

Approve EMV Receipt for VI - 4024: PIN Verified
 TC:EF9E6269F0C477E7 TVR:0080008000
 Application Label:SCOTIABANK VISA

** Total 288.12 -288.12
 *** Balance -0.00

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