



# Clearwater County

## Regular Council Meeting - 22 Oct 2019

### Agenda

9:00 AM - Tuesday, October 22, 2019

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

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

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

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9.3. Councillor Reports

9.4. Councillor Remuneration

10. DELEGATION/PRESENTATION

10.1. [11:30 am John Badduke - Request for Letter of Support for Cap on Mobile Home Sites Rent Increases - Pdf](#)

127 - 156

11. CLOSED SESSION\*

\* For discussions relating to and in accordance with: a) the Municipal Government Act, Section 197 (2) and b) the Freedom of Information and Protection of Privacy Act

11.1. 2019 Intermunicipal Mediation - *FOIP s. 27 Disclosure Harmful to Intergovernmental Relations*

12. ADJOURNMENT

Minutes of a Regular Council Meeting of Clearwater County, Province of Alberta, held October 8, 2019, in the Clearwater County Council Chambers in Rocky Mountain House.

**1. CALL TO ORDER:**

The Meeting was called to order at 9:00 am by Reeve Duncan with the following in attendance:

Reeve  
Councillors

Jim Duncan  
John Vandermeer  
Cammie Laird  
Michelle Swanson  
Tim Hoven  
Theresa Laing

**Staff:**

CAO  
Recording Secretary  
Director, Agriculture & Community Services  
Director, Corporate Services  
Director, Planning  
Economic Development Officer  
Director, Emergency & Legislative Services  
Supervisor, Community Services  
Systems Administrator  
Administrative Assistant  
Manager, Finance  
Regional Fire Chief  
Director, Public Works Infrastructure  
Director, Public Works Operations

Rick Emmons  
Tracy Haight

Matt Martinson  
Murray Hagan  
Keith McCrae  
Jerry Pratt

Christine Heggart  
Anne-Marie Bertagnolli  
Mike Bell  
Allanah McLean  
Rhonda Serhan  
Steve Debienne  
Erik Hansen  
Kurt Magnus

**Delegates:**

Range Road 7-3A Residents -

Jackie Janes  
Lois Rollier

Service Alberta -

Whitney Benoit,  
Business Relationship Coordinator  
Alberta First Responder Radio  
Communications System  
Brian Saunders,  
Business Relationship Coordinator  
Alberta First Responder Radio  
Communications System  
Gord Beagle,  
Manager, Operations  
Alberta First Responder Radio  
Communications System

Media:

Dianne Spoor

Councillor Daryl Loughheed sent regrets as he is unable to attend today's meeting.

**2. AGENDA ADOPTION:**

COUNCILLOR VANDERMEER: That the October 8, 2019, Regular Meeting Agenda is adopted as presented.

386/19

CARRIED 6/0

**3. ADOPTION  
OF MINUTES:**

**3.1 September 24, 2019 Regular Meeting of Council Minutes**

COUNCILLOR LAIRD: That the Minutes of the September 24, 2019, Regular Meeting are adopted as presented.

387/19

CARRIED 6/0

**4. DELEGATION/  
PRESENTATION:**

**4.1 Residents' Concerns with Range Road 7-3A (River Road)**

Jackie Janes and Lois Rollier, representatives of residents living along Range Road 7-3A (River Road) presented residents' requests and letters of support for paving River Road.

J. Janes noted that upon review of Council's previous Regular Meeting minutes, residents are aware of the high cost of paving and are asking Council to consider applying the SB90 (oil-based) dust suppression product on one to two kilometers of road instead of paving.

J. Janes reviewed residents' concerns with driver and pedestrian safety due to: increased traffic on the road; condition of the gravel road; and the Highway 11 intersection turn-off.

Discussion took place and the following points were noted:

- River Road residents prefer SB90 product over the magnesium chloride product.
- Residents are encouraged to contact Jason Nixon, MLA, with their concerns regarding Highway 11 intersectional treatment as this is under Alberta Transportation jurisdiction.
- Council hopes to meet with Alberta Transportation during the RMA 2019 Fall Conference to discuss Highway 11 intersectional treatment.

COUNCILLOR LAING: That Council receives the presentation from 'Resident's Concerns with Range Road 7-3A (River Road)' Delegation for information; and that Council considers costs of applying SB90 dust suppression on Range Road 7-3A (River Road) during 2020 Budget Discussions.

388/19

CARRIED 6/0

**5. AGRICULTURE &  
COMMUNITY  
SERVICES:**

**5.1 Parkland Regional Library (PRL) 2020 Proposed Budget**

M. Martinson presented Parkland Regional Library's (PRL) proposed 2019 budget, which requires a 2/3 majority of member municipalities (64 in total) to pass, for Council's approval. The budget shows a 3.6% increase to the PRL municipal per capita requisition. The total estimated amount for Clearwater County's 2020 budget allocation is \$102,146.85.

COUNCILLOR HOVEN: That Council approves Parkland Regional Library's 2020 proposed budget.

389/19

CARRIED 4/2

**6. CORPORATE SERVICES:**

**6.1 Recovery of Taxes**

M. Hagan noted the following properties have unpaid property tax, in arrears for two or more years:

- Roll #3904061022 - NE 6-39-4 W5 - Lot 13 Block 1 Plan 8220518
- Roll #4006181001 - NE 18-40-6 W5 - Lot 1 Block 1 Plan 7722979
- Roll #3905263114 - SE 26-39-5 W5 - Lot 2 Block 6 Plan 0425348
- Roll #3905264115 - SE 26-39-5 W5 - Lot 3 Block 6 Plan 0425348

In compliance with the Municipal Government Act Section 419 legislation, Clearwater County will begin proceedings to offer the properties for sale at a public auction on November 1, 2019.

Based on a market value appraisal, a reserve selling price on each of the properties are set as follows:

- Roll #3904061022 - \$125,000
- Roll #4006181001 - \$430,000
- Roll #3905263114 - \$12, 500
- Roll #3905264115 - \$12, 500

COUNCILLOR SWANSON: That Council sets the following reserve bids for auction:  
Roll #3904061022 - \$125,000  
NE 6-39-4W5 –  
Lot 13 Block 1 Plan 8220518;  
Roll #4006181001 - \$430,000  
NE 18-40-6 W5 –  
Lot 1 Block 1 Plan 7722979;  
Roll #3905263114 - \$12, 500  
SE 26-39-5 W5 –  
Lot 2 Block 6 Plan 0425348;  
Roll #3905264115 - \$12, 500  
SE 26-39-5 W5 –  
Lot 3 Block 6 Plan 0425348

390/19

CARRIED 6/0

COUNCILLOR LAING: That Council sets the following terms and conditions that apply to the sale of each property: payment by cash or certified cheque; 10% deposit of bid amount paid at time of sale; and balance of payment to be paid within 90 days.

391/19

CARRIED 6/0

**6.2 2019 Tax Collection Statistics for Council Information**

R. Serhan provided an update on collection of property taxes to date for 2019 and reviewed total amounts outstanding (approximately \$8.6 million), including penalties, as of October 7, as well as total amounts to be collected through the Tax Installment Payment Plan by end of December 2019.

R. Serhan noted amounts outstanding from oil/gas companies are higher than previous years and that payment reminder letters will go out mid October.

COUNCILLOR VANDERMEER: That Council receives the '2019 Tax Collection Statistics' for information as presented.

392/19

CARRIED 6/0

**6.3 Shallow Gas Tax Relief Initiative Program Resolution**

R. Serhan reviewed the required process for implementing the Province's Shallow Gas Tax Relief Initiative 2019 and a list of affected companies' roll numbers that qualify for a 35 percent reduction on shallow gas wells and related pipelines.

COUNCILLOR HOVEN: That Council authorizes the cancellation and/or refund of the 2019 property taxes paid or owing so as to reduce by 35 per cent property taxes levied as calculated by Municipal Affairs, as per Section 353(2) of the MGA which includes municipal property taxes, requisitions detailed in Section 326(1)(a) and 359(1)(2) as well as special taxes levied under Section 382(1) where the tax rate is based on the assessment.

393/19

CARRIED 6/0

COUNCILLOR SWANSON: That Council authorizes the cancellation and/or refund of the tax penalties associated with the 2019 property taxes included in the above resolution for cancellation and/or refund pursuant to Section 347 of the MGA, for all qualifying properties identified in the Appendix - Summary of the Tax Relief by Roll Number, attached to and forming part of these council minutes.

394/19

CARRIED 6/0

**7. PLANNING &  
DEVELOPMENT:**

**7.1 Comprehensive Community Profile**

J. Pratt presented the draft 2019 Comprehensive Community Profile that was produced in accordance with the Economic Development Strategy approved by Council on June 25, 2019.

The Community Profile contains Clearwater County statistics, demographics and information useful to existing and potential business and land developers.

Discussion took place and several amendments were suggested.

COUNCILLOR LAIRD: That Council receives the Draft Clearwater County 2019 Community Profile for information as presented.

395/19

CARRIED 6/0

**RECESS:**

Reeve Duncan recessed the meeting at 10:06 am.

**CALL TO ORDER:**

Reeve Duncan called the meeting to order at 10:22 am.

DRAFT

**4. DELEGATION/  
PRESENTATION:**

**4.2 Alberta First Responder Radio Communications System (AFRRCS)**

W. Benoit, AFRRCS Business Relationship Coordinator, presented a PowerPoint 'AFRRCS Orientation – Clearwater County Regional Fire Rescue Services – June 30, 2019' that explained the provincial program's objectives, roles and responsibilities, and radio system technology and system coverage for the province-wide two-way public safety radio communications system to support first responders.

Discussion took place and it was noted that program implementation is voluntary and on a contract basis with the Province.

COUNCILLOR SWANSON: That Council receives the presentation from 'Alberta First Responder Radio Communications System' Delegation for information.

396/19

CARRIED 6/0

**8. OFFICE OF  
THE CAO:**

**8.1 Council Committee Appointments List**

R. Emmons presented the 'Council Board/Committee Appointment Listing' for review. He noted councillor time commitment and workload varies dependent on board/committee mandate and that there is potential for Council to consider moving from the current activity-based councillor remuneration to a salary base for better distribution of workload and transparency.

Discussion took place on the following: priorities and relevance of each of the committee and boards; how to improve efficient councillor and citizen at large time and attendance; how to reduce duplication of board/committee efforts; and, value of inviting delegates from committees/boards without council appointment to provide Council with annual updates at Regular Meetings.

RECESS: Reeve Duncan recessed the meeting at 12:03 pm.

CALL TO ORDER: Reeve Duncan called the meeting to order at 12:51 pm.

Discussion continued on: reporting of committee/board activities to councillors on a regular basis; selecting citizen at large candidates; and, pros and cons of salary based remuneration for councillors.

COUNCILLOR LAIRD: That Council sends a letter of inquiry to Town of Rocky Mountain House regarding council appointments to the Physician Recruitment and Retention Committee.

397/19

CARRIED 6/0

COUNCILLOR VANDERMEER: That Council sends a letter to Red Deer River Municipal User's Group regarding the following: removal of council appointment to the Group; request for notification of the Group's Annual General Meeting to authorize councillor attendance; and invitation to the Executive Director to attend a Regular Meeting, annually, to provide Council with an update on the Group's activities.

398/19

CARRIED 6/0

**9. REPORTS:**

**9.1 CAO's Report**

Discussion took place on the October 8, 2019, CAO's Report as submitted.

COUNCILLOR LAING: That Council authorizes councillors' attendance at: Elected Official Education Program courses on October 16 and, November 12, 2019; Munis 101 course on December 2 and 3, 2019; and 'Certificate in Rural Municipal Leadership' courses on October 10, November 21 and December 5, 2019 and January 16, February 13, March 12 and April 16, 2020, should their schedules allow.

399/19

CARRIED 6/0

**9.2. Public Works Report**

Discussion took place on the October 8, 2019 Public Works Report, as submitted.

COUNCILLOR LAING: That Council defers installation of new streetlights in the Nordegg Manufactured Home Park pending receipt of information on availability of less costly streetlights.

400/19

CARRIED 6/0

**9.3 Councillor Reports**

Councillors Swanson, Laing and Reeve Duncan reported on meetings and events they attended on behalf of Clearwater County from September 24 to October 7, 2019.

**9.4 Councillor Remuneration**

COUNCILLOR SWANSON: That Council receives the CAO's Report, Public Works Report, Councillor Reports and Councillor Remuneration for information as presented.

401/19

CARRIED 6/0

**RECESS:**

Reeve Duncan recessed the meeting at 2:17 pm.

**CALL TO ORDER:**

Reeve Duncan called the meeting to order at 2:23 pm

**CLOSED SESSION:**

COUNCILLOR SWANSON: That Council approves meeting as a Committee of the Whole in a closed session, in accordance with Section 197(2) of the Municipal Government Act; and Section 197 of the Freedom of Information and Protection of Privacy Act (FOIP), to discuss the following items:  
10.1 Connect to innovate Funding - Third Party Interest; FOIP s.16 - Disclosure Harmful to Business Interests of a Third Party at 2:23 pm.

402/19

CARRIED 6/0



Pursuant to Section 197(6) of the Municipal Government Act, the following members of Administration were in attendance in the closed session discussion on 10.1 Connect to innovate Funding - Third Party Interest; FOIP s.16 - Disclosure Harmful to Business Interests of a Third Party:

R. Emmons (Advice), M. Hagan (Advice), E. Hansen, (Advice) C. McDonald (Advice) and T. Haight (Clerk).

COUNCILLOR VANDERMEER: That Council reverts the meeting to an open session at 4:11 pm.

403/19

CARRIED 6/0

COUNCILLOR SWANSON: That Council extends the September 24, 2019 Regular Meeting past 4:00 pm.

404/19

CARRIED 6/0

**RECESS:** Reeve Duncan recessed the meeting at 4:11 pm.

**CALL TO ORDER:** Reeve Duncan called the meeting to order 4:16 pm.

**ADJOURNMENT:**

COUNCILLOR LAIRD: That the Meeting adjourns at 4:16 pm.

405/19

CARRIED 6/0

\_\_\_\_\_  
REEVE

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

DRAFT

**Appendix - Summary of the tax relief by roll number**

	ROLL	QUALIFYING ASSESSMENT	QUALIFYING TAXES	SGTRI 35%
<b>PIPELINES:</b>				
	9900441001	\$ 438,610.00	\$ 5,304.14	\$ 1,856.42
	9900448001	\$ 566,490.00	\$ 6,850.60	\$ 2,397.72
	9900491001	\$ 32,270.00	\$ 390.24	\$ 136.59
	9900970001	\$ 1,047,010.00	\$ 12,661.62	\$ 4,431.58
	9900492001	\$ 5,540.00	\$ 67.00	\$ 23.45
	9900536001	\$ 15,030.00	\$ 181.75	\$ 63.61
	9900890001	\$ 6,140.00	\$ 74.26	\$ 25.99
	9900600001	\$ 173,530.00	\$ 2,098.53	\$ 734.47
	9900610001	\$ 335,390.00	\$ 4,055.87	\$ 1,419.56
	9900920001	\$ 519,210.00	\$ 6,278.83	\$ 2,197.60
	9900740001	\$ 32,680.00	\$ 395.20	\$ 138.32
	9900930001	\$ 10,430.00	\$ 126.13	\$ 44.15
	9900950001	\$ 2,130.00	\$ 25.76	\$ 9.02
	9900024001	\$ 32,780.00	\$ 396.42	\$ 138.75
	9900437001	\$ 305,000.00	\$ 3,688.40	\$ 1,290.94
	9900082001	\$ 116,730.00	\$ 1,411.61	\$ 494.07
	9900103001	\$ 1,650,800.00	\$ 19,963.29	\$ 6,987.19
	9900280001	\$ 328,280.00	\$ 3,969.92	\$ 1,389.47
	9900312001	\$ 467,000.00	\$ 5,647.49	\$ 1,976.63
	9900129001	\$ 474,140.00	\$ 5,733.85	\$ 2,006.85
			<b>subtotal:</b>	<b>\$ 27,762.38</b>
<b>WELLS:</b>				
	9900441001	\$ 3,844,080.00	\$ 46,486.87	\$ 16,270.40
	9900448001	\$ 547,280.00	\$ 6,618.31	\$ 2,316.42
	9900489001	\$ 358,890.00	\$ 4,340.08	\$ 1,519.03
	9900491001	\$ 97,510.00	\$ 1,179.19	\$ 412.72
	9900970001	\$ 952,230.00	\$ 11,515.41	\$ 4,030.38
	9900492001	\$ 79,680.00	\$ 963.57	\$ 337.25
	9900494001	\$ 23,160.00	\$ 280.09	\$ 98.03
	9900536001	\$ 588,290.00	\$ 7,114.25	\$ 2,490.00
	9900890001	\$ 322,000.00	\$ 3,893.97	\$ 1,362.89
	9900600001	\$ 238,130.00	\$ 2,879.72	\$ 1,007.90
	9900610001	\$ 540,150.00	\$ 6,532.11	\$ 2,286.25
	9900920001	\$ 1,118,870.00	\$ 13,530.62	\$ 4,735.72
	9900740001	\$ 601,580.00	\$ 7,274.99	\$ 2,546.26
	9900950001	\$ 17,240.00	\$ 208.48	\$ 72.97
	9901030001	\$ 67,320.00	\$ 814.11	\$ 284.94
	9900024001	\$ 88,100.00	\$ 1,065.40	\$ 372.89
	9900455001	\$ 37,580.00	\$ 454.47	\$ 159.07
	9900437001	\$ 561,710.00	\$ 6,792.83	\$ 2,377.50
	9900082001	\$ 250,720.00	\$ 3,031.99	\$ 1,061.20
	9900680001	\$ 21,170.00	\$ 256.02	\$ 89.61
	9900103001	\$ 2,226,860.00	\$ 26,929.63	\$ 9,425.36
	9900280001	\$ 353,390.00	\$ 4,273.57	\$ 1,495.75
	9900312001	\$ 560,420.00	\$ 6,777.26	\$ 2,372.05
	9900129001	\$ 1,034,050.00	\$ 12,504.91	\$ 4,376.73
			<b>subtotal:</b>	<b>\$ 61,501.32</b>
			<b>TOTAL AMOUNT OF SGTRI</b>	<b>\$ 89,263.70</b>

DRAFT



## Agenda Item Report

### Regular Council Meeting

<b>AIR Type:</b>	Request for Decision
<b>SUBJECT:</b>	Consideration of Second and Third Readings - Bylaw 1072/19 Application No. 07/19 to Amend the Land Use Bylaw
<b>PRESENTATION DATE:</b>	Tuesday, October 22, 2019
<b>DEPARTMENT:</b>	Planning & Development
<b>WRITTEN BY:</b>	Dustin Bisson, Planner
<b>REVIEWED BY:</b>	Keith McCrae, Director & Rick Emmons, CAO
<b>BUDGET CONSIDERATIONS:</b>	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Funded by Dept <input type="checkbox"/> Reallocation
<b>LEGISLATIVE DIRECTION:</b>	<input type="checkbox"/> None <input type="checkbox"/> Provincial Legislation <input checked="" type="checkbox"/> County Bylaw or Policy (Clearwater County Bylaw No. 714/01 The Land Use Bylaw & Clearwater County Municipal Development Plan (2010))
<b>COMMUNITY BUILDING PILLAR (check all that apply):</b>	
<input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Governance Leadership <input type="checkbox"/> Fiscal Responsibilities <input checked="" type="checkbox"/> Environmental Stewardship <input type="checkbox"/> Community Social Growth	
<b>ATTACHMENTS:</b>	
<a href="#">Application to Amend Land Use Bylaw, Bylaw 1072-19 with Schedule "A", Aerial Photo, Farmland Assessment Rating, Adjacent Lands Map &amp; Agricultural District "A"</a>	

#### STAFF RECOMMENDATION:

Pending the results of the public hearing, it is recommended Council grant 2nd and 3rd readings to Bylaw 1072/18.

#### BACKGROUND:

Brian & Patsy Reid and Travis & Caitlin Reid currently hold title to the NW 32-38-06-W5M, containing approximately 152.07 acres of land. The subject land is located approximately 3.5 miles southeast of the Town of Rocky Mountain House just south of highway 11. Clearwater County, with the Reid family's consent, has made application to redesignate +/- 29.97 acres from the Light Industrial District "LI" back to the Agriculture District "A" within the subject quarter section.

In 2011, Vic Maxwell on behalf of Hart Oilfield Rentals and Dennis and Joyce Nielsen made application to rezone the +/- 29.97 acres from Agriculture District "A" to Light Industrial District "LI" with the intent of operating an oilfield rental business from the property. The applicants went through a fairly lengthy process but received third reading from Council on April 24, 2012. Due to the recommendations that were made in the Traffic Impact Assessment for the intersection of Highway 11 and Range Road 6-5, the applicants did not proceed with the proposed development. The Traffic

Impact Assessment that was completed called for intersection upgrades at that location. The 29.97 acres that were redesignated in 2012 were not subdivided out of the quarter section. Should this Land Use Application be approved, the entire quarter section would fall under a single land use designation, that of course being Agriculture district "A".

As per Section 12.2(13) of Clearwater County's Land Use Bylaw;

*If the subdivision or development for which land was redesignated does not occur within one year of the date of passage of the bylaw that redesignated the land, Council may initiate a bylaw to redesignate the land back to its former district.*

The area that is the subject of this Land Use Amendment has continued to be used primarily for farming, however development 88/15 was issued for the construction of a residence which is located within the Light Industrial zoned lands. The property contains only one residence, which is located in the east central portion of the quarter section. It is the landowner's intent, should the property be redesignated back, to continue the farm use of the land. Attached is a letter sent by the Reid's confirming that they have no intent to develop any industrial operations on the property, now or in the future. Clearwater County believes the proposed change in land use, from Light Industrial to Agriculture, will prevent unwanted development on the property in the future.

Legal and physical access to the subject land is by way of Township Road 38-5A, adjacent to the south property boundary of the quarter section. Surrounding land uses within the area are residential and agricultural.

Therefore, this application is to rezone the subject land back to an Agricultural District "A" parcel as shown on Schedule "A" of the Bylaw.

#### **PLANNING DIRECTION:**

##### **Clearwater County's Land Use Bylaw**

Section 12.2 Amending Bylaw Process

(13) If the subdivision or development for which land was redesignated does not occur within one year of the date of passage of the bylaw that redesignated the land, Council may initiate a bylaw to redesignate the land back to its former district.

Section 13.4(1) Agriculture District "A"

The general purpose of this district is to accommodate agricultural land use and to conserve good agricultural land.

**Clearwater County's Municipal Development Plan**, Section 12.2.4 states:

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

- a. Impact on adjoining and nearby land uses;
- b. Impact on natural capital, including agricultural land;
- c. Impact on the environment;
- d. Scale and density;
- e. Site suitability and capacity;
- f. Road requirements and traffic impacts, including access and egress considerations, including Subdivision and Development Regulations related to land in the vicinity of a highway;
- g. Utility requirements and impacts;
- h. Open space needs;
- i. Availability of protective and emergency services;

- j. FireSmart provisions;
- k. Impacts on school and health care systems;
- l. Measures to mitigate effects;
- m. County responsibilities that may result from the development or subdivision; and any other matters the County considers relevant.

**Referral Comments:**

Comments were received from the following agencies:

Alberta Transportation

Alberta Transportation advised that they have no objections to the proposal to rezone the subject lands from Light Industrial District "LI" to Agricultural District "A". The proposed rezoning represents a de-intensification of land use. For the land use authority's planning purposes, please note that the existing Hwy 11 and Range Road 65, Hwy 11 and Range Road 65 and Hwy 22 & Township Road 365a intersections are currently basic Type 1 intersections. We appreciate the continued referrals so that we may advise if the transportation network requires upgrades in order to support the proposed development traffic (which may not apply for this specific rezoning application, but if the landowner changes in there is a future discretionary use under the Agricultural District).

Clearwater County, Public Works

Public Works advised that they have reviewed the proposed application and has no objection.

No comments were received from the following agencies:

Alberta Health Services

TransAlta Utilities Corporation

FortisAlberta

Wild Rose School District #66

Red Deer Catholic Regional School District

Telus Communications

No comments were received from the following interests on title:

Rocky Gas Co-op Ltd.

AltaLink Management Ltd.

Canadian Natural Resources Limited

Blue Mountain Power Co-op

No Comments were received from adjacent landowners.

**First Reading:**

At the regular Council meeting held on September 10, 2019, Council reviewed and gave first reading to Bylaw 1072/19. As required by legislation, notice of today's Public Hearing was advertised in the local newspapers and comments were invited from adjacent landowners and referral agencies.

Upon consideration of the representations made at the Public Hearing, Council will consider whether or not to grant second and third readings to Bylaw 1072/19.



# CLEARWATER COUNTY

## Application for Amendment to the Land Use Bylaw

Application No. 07/19

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

APPLICANT: Clearwater County

ADDRESS: 4340 47 Ave RMH AB T4T 1A4

PHONE: (403) 845 4444 EMAIL: \_\_\_\_\_

REGISTERED OWNER: Brian + Patsy Reid + Travis + Catlin Reid

ADDRESS: 5507 52 B Ave RMH T4T 1L1

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

### AMENDMENT REQUESTED:

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

LEGAL DESCRIPTION OF PROPERTY: NW 1/4 Sec. 32 Twp. 38 Rge. 06 W5M

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

OR: CERTIFICATE OF TITLE NO.: N/A (Site Plan is attached)

SIZE OF AREA TO BE REDESIGNATED: 29 97 (Hectares / Acres)

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. REASONS IN SUPPORT OF APPLICATION FOR AMENDMENT: The LT portion of the property has never been used for any industrial operations. The new landowners are therefore requesting it be rezoned back to Ag

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: August 21, 2019 APPLICANT'S SIGNATURE [Signature]

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

APPLICATION FEE OF \$ N/A DATE PAID: [Signature] RECEIPT NO. \_\_\_\_\_

[Signature]  
SIGNATURE OF DEVELOPMENT OFFICER  
IF APPLICATION COMPLETE

Date

Clearwater County  
Attn: Holly Bily

We, Brian & Patsy Reid and Travis & Caitlin Reid are the owners of Pt. NW 32-38-06-W5M, containing ±152.97 acres. When we purchased the subject land in 2014 it had multi zonings, majority being agriculture with 29.97 acre being Light Industrial "LI". The "LI" portion of land is in the southeast corner of the quarter section and was rezoned in 2011 by the previous landowner(s). No development has taken place on this "LI" portion of land as Alberta Transportation requires intersectional improvements at Highway 11. Due to this stipulation and the crash in the economy no development has or is intended to take place on this "LI" portion of land. Therefore, we would like to change the land back to its original agricultural zoning.

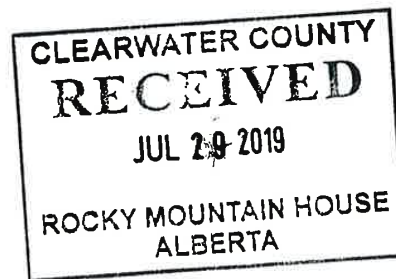
Thank you very much,

Brian and Patsy Reid

And *Patsy Reid*  
*Brian Reid*

Travis and Caitlin Reid

*Travis Reid*  
*Caitlin Reid*



**BYLAW NO. 1072/19**

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

PURSUANT to the Authority conferred upon it by the Municipal Government Act, Revised Statutes of Alberta, 2000, Chapter M-26 and amendments thereto, and;

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

WHEREAS, the general purpose of the Agriculture District "A" is to accommodate agricultural land uses and to conserve good agricultural land.

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

***That +/- 29.97 acres of the NW 32-38-06 W5M, be redesignated from the Light Industrial District "LI" to Agriculture District "A" As outlined in red on the attached Schedule "A"***

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

\_\_\_\_\_  
REEVE

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

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

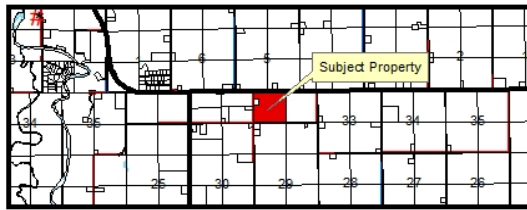
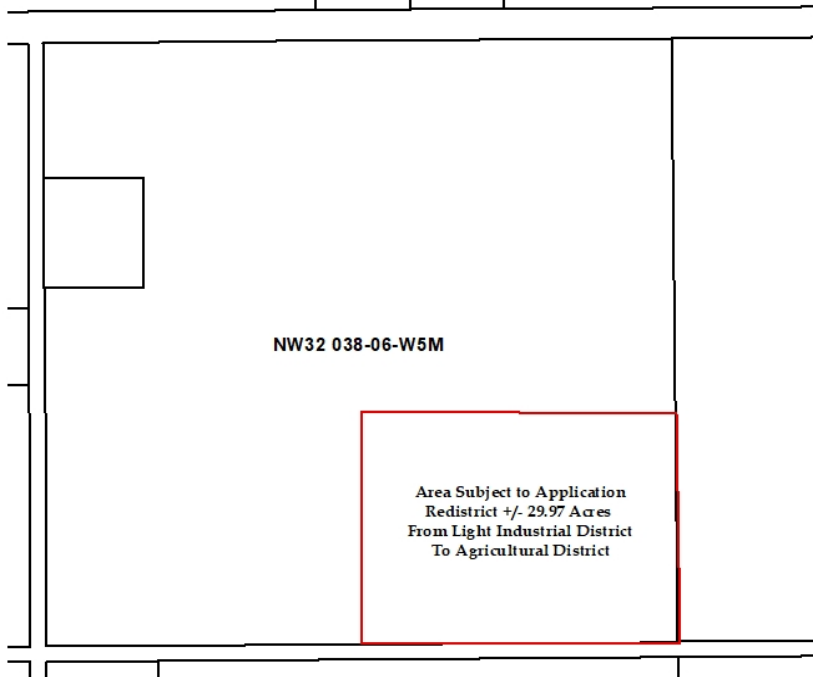
READ A SECOND TIME this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2019.

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

\_\_\_\_\_  
REEVE

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





**Bylaw No. 1072/19  
Schedule "A"**

1:5,000



Application #07/19 to Amend the Land Use Bylaw  
Redistrict +/- 29.97 Acres From Light Industrial  
"LI" to Agriculture "A"  
Clearwater County on behalf of Brian, Patsy,  
Travis & Catlin Reid

SW05 039-06-W5M

SE05 039-06-W5M

NW32 038-06-W5M

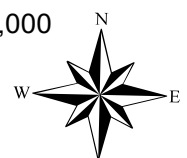
Area Subject to Application  
Redistrict +/- 29.97 Acres  
From Light Industrial District  
To Agricultural District

SW32 038-06-W5M



Application #07/19 to Amend the Land Use Bylaw  
Redistrict +/- 29.97 Acres in PT. NW 32-38-06 W5M  
From Light Industrial District "LI"  
To Agricultural District "A"  
Aerial Photo  
Clearwater County / Reid

1:5,000

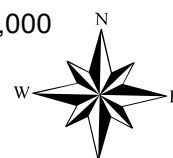


Page 8 of 13

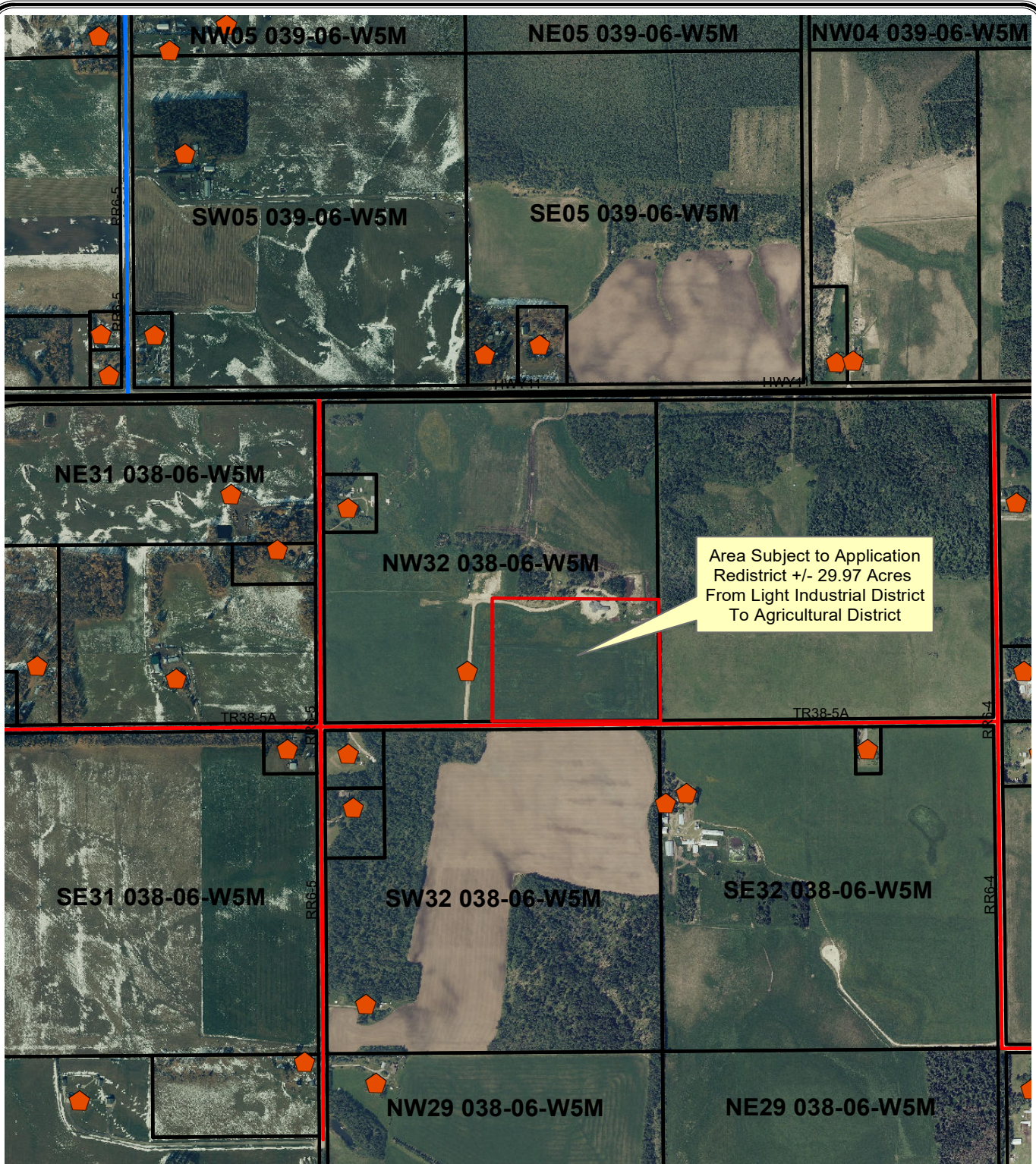


Application #07/19 to Amend the Land Use Bylaw  
 Redistrict +/- 29.97 Acres in PT. NW 32-38-06 W5M  
 From Light Industrial District "LI"  
 To Agricultural District "A"  
 Farmland Assesment Rating  
 Clearwater County / Reid

1:5,000

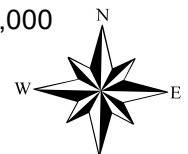


Pages 9 of 13



Application #07/19 to Amend the Land Use Bylaw  
 Redistrict +/- 29.97 Acres in PT. NW 32-38-06 W5M  
 From Light Industrial District "LI"  
 To Agricultural District "A"  
 Adjacent Lands Map  
 Clearwater County / Reid

1:5,000



Page #0 of 13

**13.4 (1) AGRICULTURE DISTRICT "A"**

THE GENERAL PURPOSE OF THIS DISTRICT IS TO ACCOMMODATE AGRICULTURAL LAND USES AND TO CONSERVE GOOD AGRICULTURAL LAND.

A. PERMITTED USES

1. First residence
2. Farming and non-residential farm buildings
3. Second residence on a lot that is 32 hectares (80 acres) or larger

NOTE:

1. In the Agriculture District "A", farming and non-residential farm buildings, are "deemed approved" uses.
2. On a residential parcel in the Agriculture District "A", a minor agricultural pursuit for the exclusive enjoyment of the occupants is "deemed approved".

B. DISCRETIONARY USES

1. Ancillary building or use
2. Cemetery
3. Community hall/centre
4. Drive-in theatre
5. Gravel and sand pit
6. Highway maintenance yard
7. Petroleum refining, gas processing or related installations with a total enclosed or developed building or plant space of less than 930 square metres (10,000 sq. ft.)
8. Public utility: landfill, waste transfer and associated facilities, sewage lagoon and other sewage treatment facilities, water treatment plant and associated facilities, public utility building
9. Radio, television and other communications tower and related buildings not exceeding 75 square metres (800 sq. ft.)
10. Recreation facility: publicly owned
11. Recreation facility or use for a local and/or private clientele or club only and not occupying more than 1 hectare (2.5 acres)
12. Sod farm or tree farm
13. Greenhouse with a floor area of less than 100 square metres (1,100 sq. ft.) or such larger area subject to the discretion of the Development Officer.
14. Guest house

C. DISCRETIONARY USES allowed in this District ONLY where Incidental or Subordinate to the Principal Use of the lands contained in the current Certificate of Title.

1. Second and additional residences on a lot on which all of the requirements of Section 6.6 are satisfied
2. Abattoir
3. Airport or heliport occupying 2 hectares (5 acres) or less
4. Agricultural equipment service and sales
5. Auto-wreckers providing proper screening is employed
6. Dude ranch or vacation farm
7. Farm subsidiary occupation
8. Game farming or game ranching for viewing, tourism or recreational purposes
9. Home occupation
10. Kennel
11. Market gardening
12. Off-parcel drainage works
13. Riding or roping and livestock showing stable or arena
14. Sawmill or postmill with annual volume of at least 530 cubic metres (1/4 million board feet) of standing timber
15. Sod farm
16. Top soil stripping and sales
17. Tradesperson's business, including contractors for plumbing, heating, electrical carpentry, auto-body, mechanical, masonry, excavation, construction, trucking and the like.
18. Unoccupied and unserviced manufactured home storage (one only)
19. Veterinary clinic
20. Zoo

D. ACCEPTABLE LOT SIZE

1. Except as provided for in subsections 2, the acceptable lot size is all of the land contained in an existing lot unless otherwise approved by the Development Officer subject to:
  - (a) The new lot being used exclusively for the approved development; and
  - (b) The developer entering into an agreement and/or Letter of Undertaking with the Municipality regarding placing the intended use or development on the proposed lot.
2. Regarding a first residential parcel out of an unsubdivided quarter section or out of the largest agricultural parcel within a previously subdivided quarter section that does not already contain a residential subdivision:
  - (a) Where the first residential parcel would include all or part of an existing farmstead, the parcel size shall not be less than 0.91 hectares

(2.25 acres) or exceed a maximum of 2.83 hectares (7 acres) unless a larger parcel is deemed necessary by the Subdivision Authority to encompass existing residential amenities and facilities, such as shelter belts, wastewater and water services and driveways; and

- (b) Where the first residential parcel would not include the removal of an existing farmstead, the parcel size shall not be less than 0.91 hectares (2.25 acres) or exceed a maximum of 2.02 hectares (5.00 acres) and the provisions of Part 8 of this Bylaw.

E. MINIMUM DEPTH OF FRONT YARD

As required and/or approved pursuant to Section 10.3 and Figures 1 to 7 of the Supplementary Regulations.

F. MINIMUM WIDTH OF SIDE YARD

15 metres (50 feet) except for a corner site where the side yard shall be determined as though it were a front yard.

G. MINIMUM DEPTH OF REAR YARD

15 metres (50 feet) unless otherwise approved by the Development Officer.

NOTE: Lots created prior to this Bylaw coming into effect and not able to comply with the foregoing shall meet setback limits as determined by the Development Officer.

H. LANDSCAPING

1. In addition to other provisions of this Bylaw, the Development Officer may require landfill sites, gravel and sand pits, sewage facilities and other visually offensive uses to be screened from view with vegetation and/or other screening of a visually pleasing nature.
2. Reclamation to standards acceptable to the Development Officer may be required following abandonment of all or any portion of a gravel or sandpit, sawmill or other land surface disturbing operation.



## Agenda Item Report

### Regular Council Meeting

<b>AIR Type:</b>	Request for Decision
<b>SUBJECT:</b>	Consideration of First Reading of Bylaw 1073/19 for Application No. 08/19 to Amend the Land Use Bylaw
<b>PRESENTATION DATE:</b>	Tuesday, October 22, 2019
<b>DEPARTMENT:</b>	Planning & Development
<b>WRITTEN BY:</b>	Dustin Bisson, Planner
<b>REVIEWED BY:</b>	Jose Reyes, Senior Planner & Rick Emmons, CAO
<b>BUDGET CONSIDERATIONS:</b>	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept <input type="checkbox"/> Reallocation
<b>LEGISLATIVE DIRECTION:</b>	<input type="checkbox"/> None <input type="checkbox"/> Provincial Legislation <input checked="" type="checkbox"/> County Bylaw or Policy (714/01 Land Use Bylaw & Bylaw 923/10 Municipal Development Plan)
<b>COMMUNITY BUILDING PILLAR (check all that apply):</b>	
<input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Governance Leadership <input type="checkbox"/> Fiscal Responsibilities <input checked="" type="checkbox"/> Environmental Stewardship <input type="checkbox"/> Community Social Growth	
<b>ATTACHMENTS:</b>	
<a href="#">Application Package, Bylaw 1073-19 &amp; Schedule "A", Aerial Photo, FarmlandAssessment Rating, Adjacent Lands Map &amp; Intensive Agriculture District "IA"</a>	

#### STAFF RECOMMENDATION:

That Council Consider granting 1st reading of Bylaw 1073/19 and proceed to a public hearing.

#### BACKGROUND:

Judy Doran currently hold title to Plan 122 0058, Block 1, Lot 1 containing 4.40 acres of land, along with the remainder of the NW 31-38-07 W5M containing 101.86 acres of land. The subject lands are located approximately 3.5 miles southwest of the Town of Rocky Mountain House. The landowner has made application, to redesignate +/- 4.40 acres from the Country Residence Agriculture District "CRA" to the Intensive Agriculture District "IA" and 16.80 acres from the Agriculture District "A" to the Intensive Agriculture District "IA".

Pending the outcome of the Land Use Amendment, the applicant will continue the process and proceed with a boundary adjustment subdivision application to combine the 4.40 acre parcel and 16.80 acres from the balance of the quarter section to create a 21.20 acre Intensive Agriculture Parcel.



The proposed land use amendment will help provide Judy with a more manageable piece of property well she continues to raise, train and breed horses. Within the proposed parcel, the property contains a residence with an attached garage, a barn, and an outdoor riding arena. The subject quarter section is fragmented by way of Highway 752 running through the east portion of the quarter.

There is one additional residential parcel subdivided out of the northeast portion of the quarter section.

Legal and physical access to the proposed parcel and the remainder of the quarter section is by way of Township Road 39-0, adjacent to the north property boundary. Legal and physical access to the remainder of the quarter section can also be obtained from Highway 752 adjacent to the east boundary of the quarter section. Surrounding land uses within the area are agricultural, country residence agricultural and Industrial.

This application is to rezone the subject lands to create one Intensive Agriculture District "IA" parcel as shown on Schedule "A" of the Bylaw for the purpose of subdivision.

**PLANNING DIRECTION:**

**Clearwater County's Land Use Bylaw**

*Section 13.4(2) Intensive Agriculture District "IA"*

The general purpose of this district is to accommodate intensive agricultural land uses on parcels of land less than 32 hectares (80 acres).

Section 1.7 Definitions

*"Intensive Agriculture"* means agricultural production generally characterized by high inputs of capital, labour and/or technologies, usually on smaller parcels of land, but does not include confined feeding operations or cannabis production facilities.

**Clearwater County's Municipal Development Plan**

*Section 4.2.3 states:*

An application to create a parcel of land for Intensive agricultural purposes shall be evaluated by Clearwater County based on the consideration in Policy 4.2.4 and the following criteria:

- a. The minimum parcel size is 8.1 hectares (20 acres);
- b. Applicant demonstrates to the satisfaction of the County that the proposed operation will result in lands being intensively used for commercial agricultural pursuits;
- c. The applicant demonstrates the long-term viability of the proposed operation to the satisfaction of the County;
- d. The applicant demonstrates to the satisfaction of the County that existing farming operations around the proposed parcel will not be restricted; and
- e. Legal and physical access is available.

*Section 4.2.4 states:*

In evaluating subdivision and development proposals that effect agricultural land, the agricultural quality of the land is one of a number of factors that Clearwater County shall consider. These factors are as follows:

- a. The nature and extent of farming activities in the local area, with a focus on the immediate area;
- b. The location, number and type of the existing and planned non-farm land uses located and proposed to be located in the local area;
- c. The predicted impact on sustainable agricultural production in the local area resulting from the proposal;

- d. The Farmland Assessment Rating of the land within the title to be subdivided or developed;
- e. The Farmland Assessment Rating of adjacent lands;
- f. The proposed use of the land; and
- g. The reasonable availability of the optional locations for the proposed subdivision or development.

*Section 8.2.2 states:*

In making decisions on proposed land redesignations, subdivisions and developments in areas of the County where agriculture is the primary use, Clearwater County should seek to limit infringements on agricultural operations except where otherwise provided for in the Municipal Development Plan (2010).

*Section 8.2.3 states:*

Clearwater County encourages the development of agri-business within the County where the following criteria are met to the satisfaction of the County:

- a. Legal and year-round physical access is available and can be developed to meet the County's road standards;
- b. The proposed subdivision or development can be serviced onsite in accordance with provincial regulations;
- c. The proposed subdivision or development is located in a manner that minimizes any potential impacts on natural capital lands and agricultural operations; and
- d. All other applicable provisions of this plan.

*Section 12.2.4 states:*

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

- a. Impact on adjoining and nearby land uses;
- b. Impact on natural capital, including agricultural land;
- c. Impact on the environment;
- d. Scale and density;
- e. Site suitability and capacity;
- f. Road requirements and traffic impacts, including access and egress considerations, including Subdivision and Development Regulations related to land in the vicinity of a highway;
- g. Utility requirements and impacts;
- h. Open space needs;
- i. Availability of protective and emergency services;
- j. FireSmart provisions;
- k. Impacts on school and health care systems;
- l. Measures to mitigate effects;
- m. County responsibilities that may result from the development or subdivision; and any other matters the County considers relevant.

**Subdivision and Development Regulations**

Section 7 states:

In making a decision as to whether to approve an application for subdivision, the subdivision authority must consider, with respect to the land that is the subject of the application,

- a. Its topography,
- b. Its soil characteristics,
- c. Storm water collection and disposal,
- d. Any potential for the flooding, subsidence or erosion of the land,
- e. Its accessibility to a road,

- f. The availability and adequacy of a water supply, sewage disposal system and solid waste disposal,
- g. In the case of land not serviced by a licensed water distribution and wastewater collection system, whether the proposed subdivision boundaries, lot sizes and building sites comply with the requirements of the *Private Sewage Disposal Systems Regulation (AR 229/97)* in respect of lot size and distances between property lines, buildings, water sources and private sewage disposal systems as identified in section 4(4)(b) and (c),
- h. The use of the land in the vicinity of the land is the subject of the application, and
- i. Any other matters that it considers necessary to determine whether lands that is the subject of the application is suitable for the purpose for which the subdivision is intended.

**RECOMMENDATION:**

That Council consider granting first reading to Bylaw 1073/19 and proceed to a public hearing.



# CLEARWATER COUNTY

## Application for Amendment to the Land Use Bylaw

Application No. 08/19 Bylaw 107

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

APPLICANT: JUDITH DORAN

ADDRESS: [REDACTED] ROCKY MTN. HSE. T4T 2A2

PHONE: [REDACTED] EMAIL: [REDACTED]

REGISTERED OWNER: JUDITH DORAN

ADDRESS: [REDACTED] ROCKY MTN. HSE T4T 2A2

PHONE: [REDACTED] EMAIL: [REDACTED]

### AMENDMENT REQUESTED:

- CHANGE OF LAND USE DISTRICT FROM: CRA 4 Ag TO: IA  
 LEGAL DESCRIPTION OF PROPERTY: NW 1/4 Sec. 31 Twp. 38 Rge. 07 W5M  
 OR: LOT: 1 BLOCK 1 REGISTERED PLAN NO.: 1220058  
 OR: CERTIFICATE OF TITLE NO.: \_\_\_\_\_ (Site Plan is attached)  
 SIZE OF AREA TO BE REDESIGNATED: 21.20 (Hectares / Acres)

- REVISION TO THE WORDING OF THE LAND USE BYLAW AS FOLLOWS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- REASONS IN SUPPORT OF APPLICATION FOR AMENDMENT: Downsizing - more manageable. Continued use of property for horse-training and possible breeding.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

DATE: Sept. 23, 2019 APPLICANT'S SIGNATURE Judith Doran

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

APPLICATION FEE OF \$ 1242.00 DATE PAID: Sept 23/19 RECEIPT NO. 150655

[Signature]  
SIGNATURE OF DEVELOPMENT OFFICER  
IF APPLICATION COMPLETE

IMPORTANT NOTES ON REVERSE SIDE



October 10th, 2019

To Clearwater County Council:

I am writing with regards the enlargement and rezoning of my present subdivision of 4.39 acres to approx. 20 acres. I am the present owner of Plan 122 0058 (Lot 1, Block 1) approx. 4.39 acres and the remaining (approx. 101. 86) acres.

My husband and I originally had the 4.39 acre parcel sub-divided in 2012 from the rest of land, because we had planned to build a smaller house on the larger acreage and continue to develop the larger area. (In order to do this, we had planned to sell or rent Lot 1). As such, we did not include the barn or our outside arena in the smaller lot. We used these items in breeding and training horses and planned to continue to use them. Due to a variety of of issues, the new house didn't happen.

Just over a year ago, my husband died; my life has changed. As such, I would like to enlarge Lot 1 for several reasons:

- 1) I am and plan to continue with the breeding and training of horses. For this, I need my barn and outside arena.
- 2) At this time, I find the maintenance and upkeep of both parcels overwhelming without my husband - mentally, physically and economically.
- 3) My water source for the stock waterer, by the barn and corrals, as well as the barn use the same water source as my house. The water well has provided over the years sufficient water for our family, cattle, horses and deer. The water is excellent, so I don't wish to drill another well - nor do I need the added expense.
- 4) The original plan of 4.39 acres does not meet the needs I have for pasture. Since I plan to continue with the horses, I need more pasture.

Therefore, my request to have the area enlarged and rezoned. I hope that the council will give this application serious consideration.

Thank you,

*Judie Doran*

Judie Doran



**BYLAW NO. 1073/19**

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

PURSUANT to the Authority conferred upon it by the Municipal Government Act, Revised Statutes of Alberta, 2000, Chapter M-26 and amendments thereto, and;

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

WHEREAS, the general purpose of the Intensive Agriculture District "IA" is to accommodate agricultural uses on parcel of land less than 32 hectares (80 acres).

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

***That +/- 4.39 acres of Plan 122 0058, Block 1, Lot 1 be redesignated from the Country Residential Agriculture District "CRA" to Intensive Agriculture District "IA"***  
***And***  
***That +/- 16.81 acres of the NW 31-38-07 W5M be redesignated from Agricultural District "A" to Intensive Agriculture District "IA"***  
***As outlined in red on the attached Schedule "A"***

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

\_\_\_\_\_  
REEVE

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

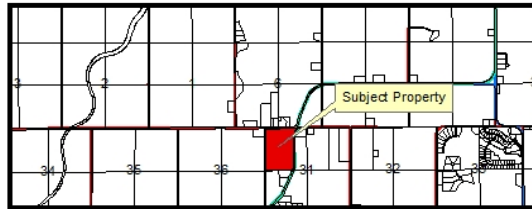
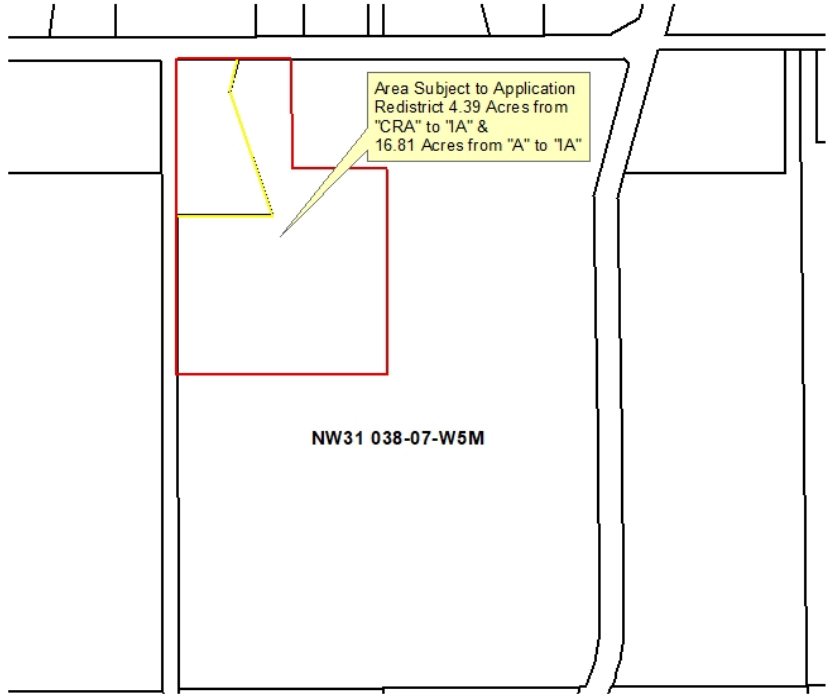
PUBLIC HEARING held this \_\_\_\_ day of \_\_\_\_\_ A.D., 2019.

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

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

\_\_\_\_\_  
REEVE

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



**Bylaw No. 1073/19  
Schedule "A"**

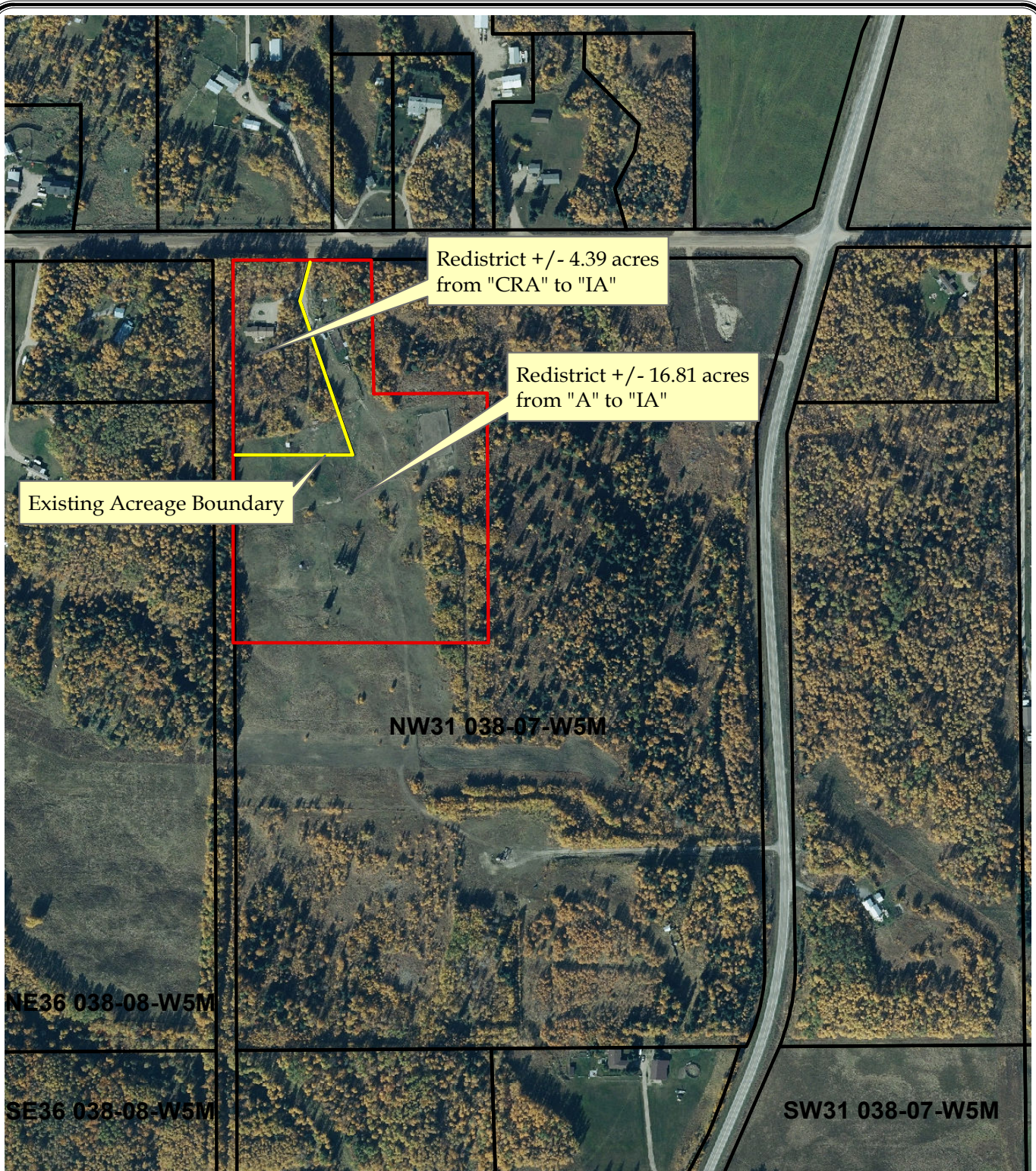
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Application #08/19 to Amend the Land Use Bylaw  
 Redistrict +/- 4.39 Acres From Country Residential Agricultural  
 "CRA" & +/- 16.81 Acres from Agriculture "A" to Intensive Agriculture "IA"  
 Plan 122 0058, Block 1, Lot 1 & Pt. NW 31-38-07 W5M  
 Judith Doran

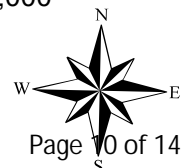


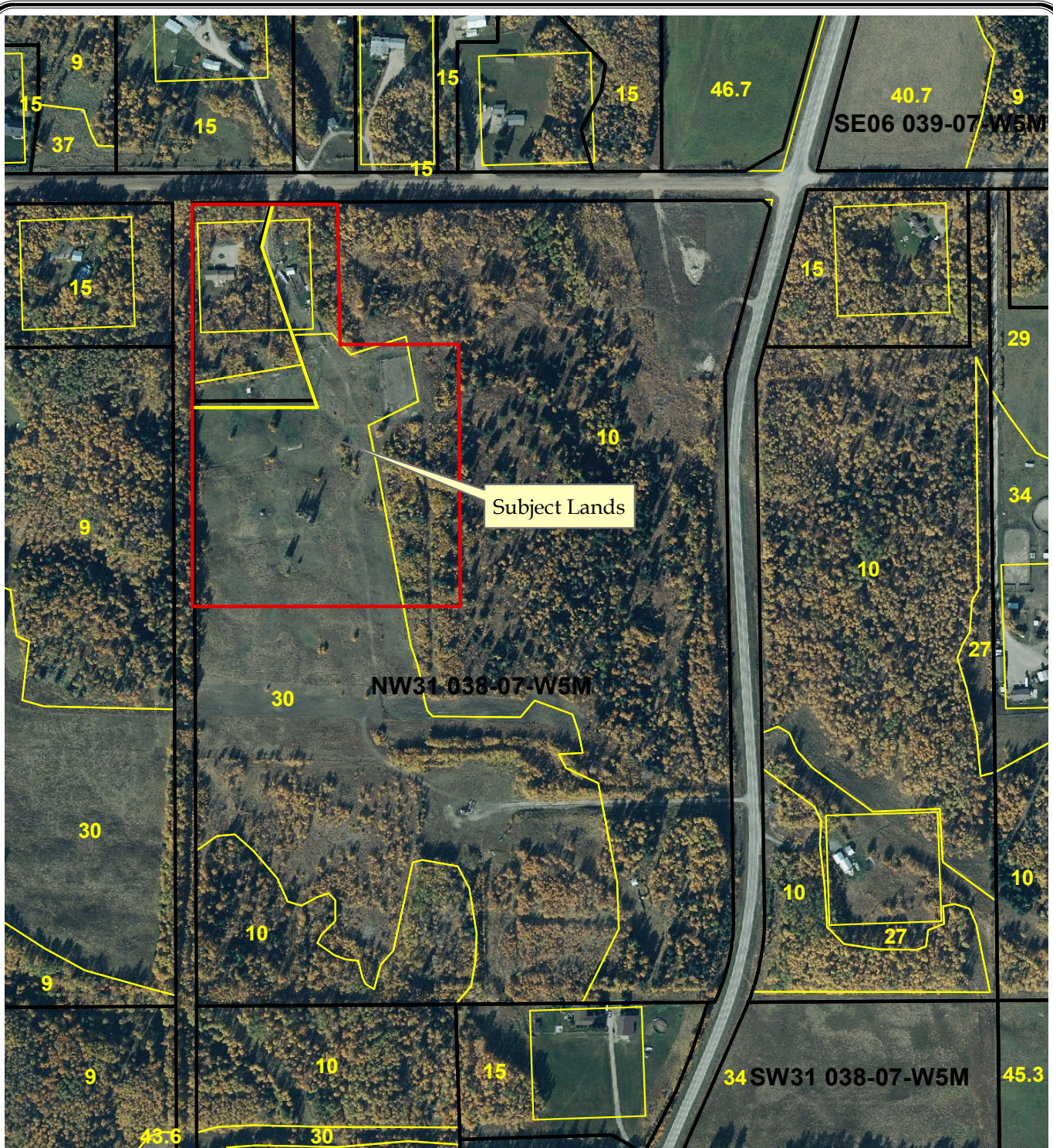




Aerial Photo  
 Plan 122 0058, Block 1, Lot 1 & Pt. NW 31-38-07 W5M  
 Application #08/19 to Amend the Land Use Bylaw  
 Judith Doran

1:5,000





Subject Lands

NW31 038-07-W5M

34 SW31 038-07-W5M

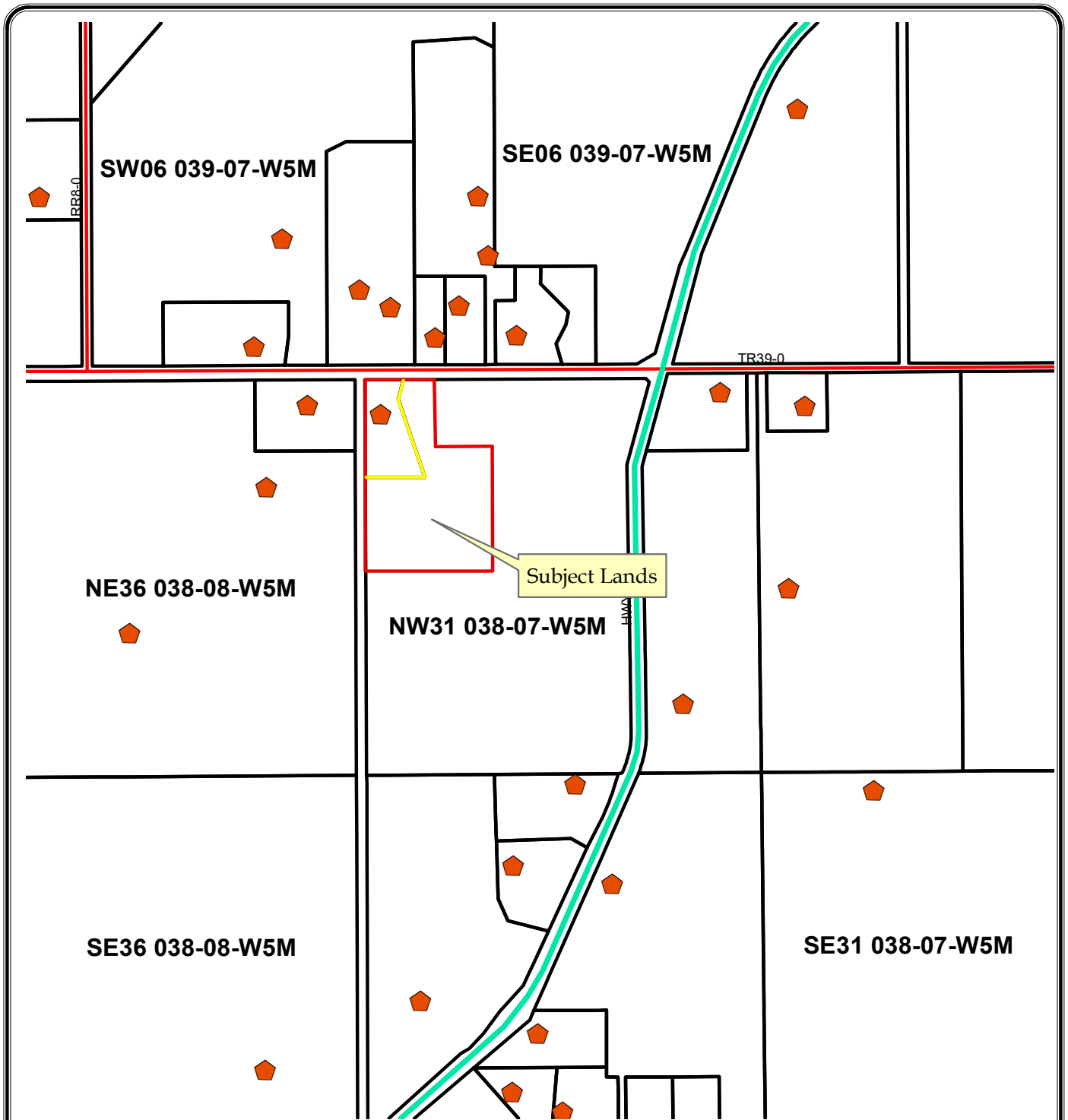


Application #08/19 to Amend the Land Use Bylaw  
 Redistrict +/- 4.39 Acres Plan 122 0058, Block 1, Lot 1  
 From "CRA" to "IA"  
 Redistrict +/- 16.81 Acres of PT. NW 31-38-07 W5M  
 From "A" to "IA"  
 Farmland Assessment Rating Map  
 Judith Doran

1:5,000

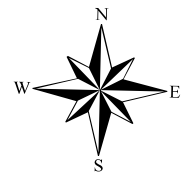


Page 31 of 14



Application #08/19 to Amend the Land Use Bylaw  
 Redistrict +/- 4.39 Acres Plan 122 0058, Block 1, Lot 1  
 From "CRA" to "IA"  
 Redistrict +/- 16.81 Acres of PT. NW 31-38-07 W5M  
 From "A" to "IA"  
 Adjacent Lands Map  
 Judith Doran

1:10,000



Page 12 of 14

**13.4 (2) INTENSIVE AGRICULTURE DISTRICT "IA"**

THE GENERAL PURPOSE OF THIS DISTRICT IS TO ACCOMMODATE INTENSIVE AGRICULTURAL USES ON PARCELS OF LESS THAN 32 HECTARES (80 ACRES).

A. PERMITTED USES

1. Farming and non-residential farm buildings
2. First residence

NOTE: In any "IA" District farming and non-residential farm buildings are "deemed approved".

B. DISCRETIONARY USES

1. Ancillary building or use
2. Market gardening
3. Public utility: landfill, waste transfer and associated facilities, sewage lagoon and other sewage treatment facilities, water treatment plant and associated facilities, public utility building
4. Sod farming
5. Tree farming or nursery
6. Radio, television and other communications tower and related buildings not exceeding 75 square metres (800 sq. ft.)
7. Riding or roping and livestock showing stable or arena
8. Greenhouse with a floor area of less than 100 square metres (1,100 sq. ft.) or such larger area subject to the discretion of the Development Officer
9. Guest house

C. DISCRETIONARY USES allowed in this District ONLY where incidental or subordinate to the principal use of the lands contained in the current CERTIFICATE OF TITLE

1. Second residence and additional on that lot on which all of the requirements of Section 6.6 are satisfied
2. Abattoir
3. Dude ranch or vacation farm
4. Farm subsidiary occupation
5. Home occupation
6. Kennel
7. Off parcel drainage works
8. Sawmill or postmill with an annual volume of at least 530 cubic metres (1/4 million board feet) of standing timber
9. Topsoil stripping for sale

10. Tradesperson's business including contractors for plumbing, heating, electrical, carpentry, masonry, mechanical, autobody, excavation, construction, trucking and the like
11. Unoccupied and unserviced manufactured home storage (one only)
12. Veterinary clinic

D. MINIMUM LOT AREA

All of the land contained in an existing lot on which the development exists or is proposed unless otherwise approved by the Development Officer, subject to:

1. The new lot being used exclusively for the approved development; and the new lot having a minimum size of 8.1 hectares (20 acres), and
2. The developer entering into an agreement and/or a Letter of Undertaking with the Municipality regarding placing the intended use or development on the proposed lot.

E. MINIMUM DEPTH OF FRONT YARD

As required and/or approved pursuant to Section 10.3 and Figures 1 to 7 of the Supplementary Regulations.

F. MINIMUM WIDTH OF SIDE YARD

15 metres (50 feet) except for a corner site where the side yard shall be determined as though it were a front yard.

G. MINIMUM DEPTH OF REAR YARD

15 metres (50 feet) unless otherwise approved by the Development Officer.

NOTE: Lots created prior to this Bylaw coming into effect and not able to comply with the foregoing shall meet setback limits as determined by the Development Officer.

H. LANDSCAPING

1. In addition to other provisions of this Bylaw, the Development Officer may require landfill sites, gravel and sand pits, sewage facilities and other visually offensive uses to be screened from view with vegetation and/or other screening of a visually pleasing nature.
2. Reclamation to standards acceptable to the Development Officer may be required following abandonment of all or any portion of a gravel or sand pit, sawmill or other land surface disturbing operation.



## Agenda Item Report

### Regular Council Meeting

<b>AIR Type:</b>	Request for Decision
<b>SUBJECT:</b>	Consideration of First Reading of Bylaw 1074/19 Clearwater County - County of Wetaskiwin No. 10 Intermunicipal Development Plan
<b>PRESENTATION DATE:</b>	Tuesday, October 22, 2019
<b>DEPARTMENT:</b>	Planning & Development
<b>WRITTEN BY:</b>	Jose Reyes, Senior Planner
<b>REVIEWED BY:</b>	Keith McCrae, Director Planning, Rick Emmons, CAO
<b>BUDGET CONSIDERATIONS:</b>	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Funded by Dept <input type="checkbox"/> Reallocation
<b>LEGISLATIVE DIRECTION:</b>	<input type="checkbox"/> None <input checked="" type="checkbox"/> Provincial Legislation (Municipal Government Act 2000) <input type="checkbox"/> County Bylaw or Policy
<b>COMMUNITY BUILDING PILLAR (check all that apply):</b>	
<input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Governance Leadership <input type="checkbox"/> Fiscal Responsibilities <input checked="" type="checkbox"/> Environmental Stewardship <input checked="" type="checkbox"/> Community Social Growth	
<b>ATTACHMENTS:</b>	
<a href="#">Bylaw No. 1074-19</a> <a href="#">Schedule A Bylaw 1074-19</a>	

#### STAFF RECOMMENDATION:

That Council consider granting 1st reading of Bylaw 1074/19 and proceed to a public hearing.

#### BACKGROUND:

The Clearwater County - County of Wetaskiwin No. 10 Intermunicipal Development Plan (IDP) is a statutory/policy plan that is meant to guide planning decisions for lands within (1) mile on each side of the common boundary between the two municipalities.

The content of the IDP being presented is the result of several discussions between the two Counties and input collected through a public engagement process.

**PLANNING DIRECTION:**

Sec 631(1) of the Municipal Government Act 2000 states:

Two or more councils of municipalities that have common boundaries that are not members of a growth region as defined in section 708.01 must, by each passing a bylaw in accordance with this Part or in accordance with sections 12 and 692, adopt an intermunicipal development plan to include those areas of land lying within the boundaries of the municipalities as they consider necessary.

**PUBLIC AND REFERRAL AGENCY INPUT:**

A public hearing must be held before either County Council considers second reading of Bylaw No. 1074/19 to adopt the IDP. Both County Councils must adopt the same plan. The counties will be holding separate public hearings in November 2019.

The proposed IDP was available for public review through the Counties websites for two consecutive weeks. Advertisement also occurred in one edition of the Mountaineer and the Western Star. Letters indicating how to access a copy of the proposed IDP, and their opportunity to send in comments, were also sent to landowners within the Plan Area. Referral agencies (Alberta Transportation and Alberta Environment and Parks) were emailed a copy of the proposed plan for their review. No comments had been received at the time of agenda preparation.

**RECOMMENDATION:**

That Council consider granting first reading to Bylaw 1074/19 and proceed to a public hearing.

**BYLAW NO. 1074/19**

A Bylaw of Clearwater County, in the Province of Alberta, for the purpose of adopting the Clearwater County - County of Wetaskiwin No. 10 Intermunicipal Development Plan.

**WHEREAS**, Section 631(1) of the Municipal Government Act, RSA 2000, Chapter M-26, as amended, provides that two or more councils may, by each passing a bylaw, adopt an intermunicipal development plan; and

**WHEREAS**, Clearwater County and the County of Wetaskiwin No. 10 have worked collaboratively to prepare an intermunicipal development plan; and

**WHEREAS**, the Council of Clearwater County deems it desirable and appropriate to adopt the Clearwater County - County of Wetaskiwin No. 10 Intermunicipal Development Plan;

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

1. That the document titled "Clearwater County - County of Wetaskiwin No. 10" dated October 2019 as attached and forming part of this Bylaw be adopted;

and

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

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

\_\_\_\_\_  
REEVE

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

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

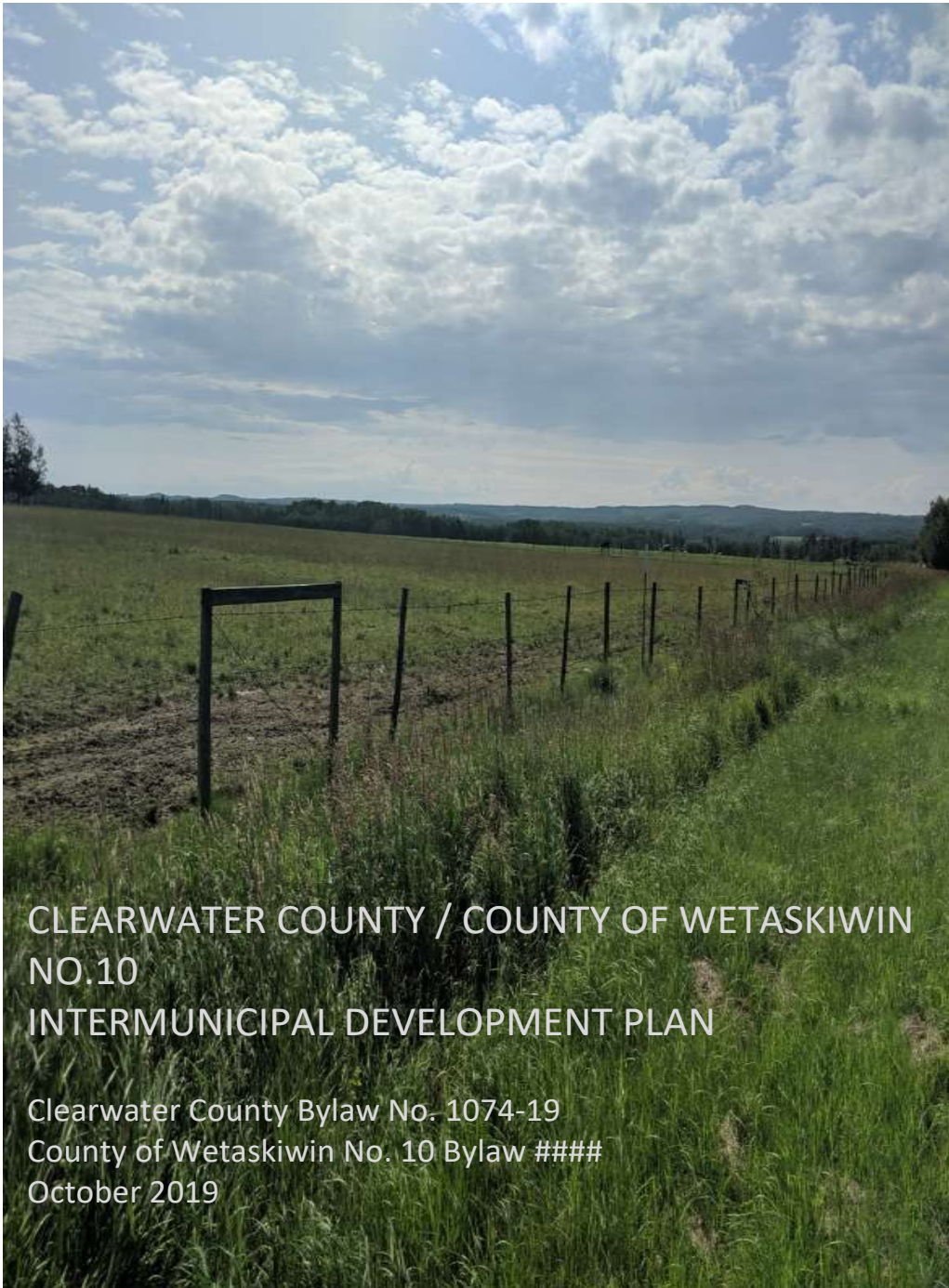
READ a second time this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

\_\_\_\_\_  
REEVE

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





CLEARWATER COUNTY / COUNTY OF WETASKIWIN  
NO.10  
INTERMUNICIPAL DEVELOPMENT PLAN

Clearwater County Bylaw No. 1074-19  
County of Wetaskiwin No. 10 Bylaw #####  
October 2019

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## A. INTRODUCTION

- 1) In accordance with the *Municipal Government Act* (“MGA”) Clearwater County and County of Wetaskiwin No. 10 (hereinafter referred to as “Both Counties” or “the Counties”) have agreed to undertake the process for preparing and adopting an Intermunicipal Development Plan (IDP).
- 2) Both Counties recognize that all municipalities are equals and have the right to grow and develop.

## B. MUNICIPAL PROFILES

### Clearwater County

Clearwater County covers an area of approximately 1,869,165 hectares (4,518,807 acres), with a population of 11,947 (Federal Census, 2016). The County surrounds two urban municipalities, three Indian Reserves, contains five hamlets, one summer villages, and is bordered by eight rural municipalities and two National Parks. The economy of Clearwater County has traditionally centered on oil and gas, mining, agriculture and forestry. Clearwater County has many recreational opportunities with close access to the Rocky Mountains, as well as many lakes and rivers.



### County of Wetaskiwin No. 10

The County of Wetaskiwin No. 10 covers an area of approximately 337,900 hectares (835,000 acres), with a population of 11,181 (Federal Census, 2016). The County surrounds two urban municipalities, seven Summer Villages, contains eight hamlets, and borders five rural municipalities and four Indian Reserves. The economy of the County of Wetaskiwin No. 10 is primarily based on agriculture, with some oil and gas developments. With both Pigeon Lake and Buck Lake located in the County of Wetaskiwin No. 10, there has been considerable recreation development within the County and the Summer Villages bordering on these lakes.



## **C. LEGISLATIVE REQUIREMENTS**

- 1) The MGA identifies the following as matters to be addressed for lands within the boundary of the IDP:
  - Future land use;
  - Proposals for and the manner of future development;
  - Conflict resolution procedures;
  - Procedures to amend or repeal the plan; and
  - Provisions relating to the administration of the plan.
- 2) All provincial and federal policies and regulations in effect shall apply and shall prevail over the policies contained in this Plan.

## **D. PLAN AREA**

The Intermunicipal Development Plan Area is defined as one (1) mile (1.6 km) on each side of the common boundary as shown on accompanying map. The policies of this plan are limited to the IDP Area except when specific policies are purposefully worded to cover a wider area or address a topic that extends beyond the IDP Area.

A high level overview of the area near the common boundary between the two municipalities was undertaken to determine the desired extent of the IDP Area. For the most part, the area consists of lands in agricultural use or tree covered lands interspersed with smaller water bodies and water courses. Constraints to development are highly localized. Both Counties have applied “Agricultural” designations under their respective Land Use Bylaws to the vast majority of the lands.

Through their respective municipal development plans and planning practices, both municipalities evaluate future land use changes and potential subdivision and/or development applications by reviewing area structure plans or outline plans and/or Land Use Bylaw amendment. These processes afford each municipality a more accurate assessment of the local site conditions closer to the time that subdivision and/or development are being proposed. It ensures that more current and accurate information is used in these decision making processes. For these reasons, the IDP has limited mapping of the area for the purpose of identifying the lands that make up the IDP Area.

## **E. GOALS**

- 1) The following are goals that have been identified by Clearwater County and the County of Wetaskiwin No. 10 for the Plan Area. Some of the goals are of an on-going nature while some may be seen as more time specific.

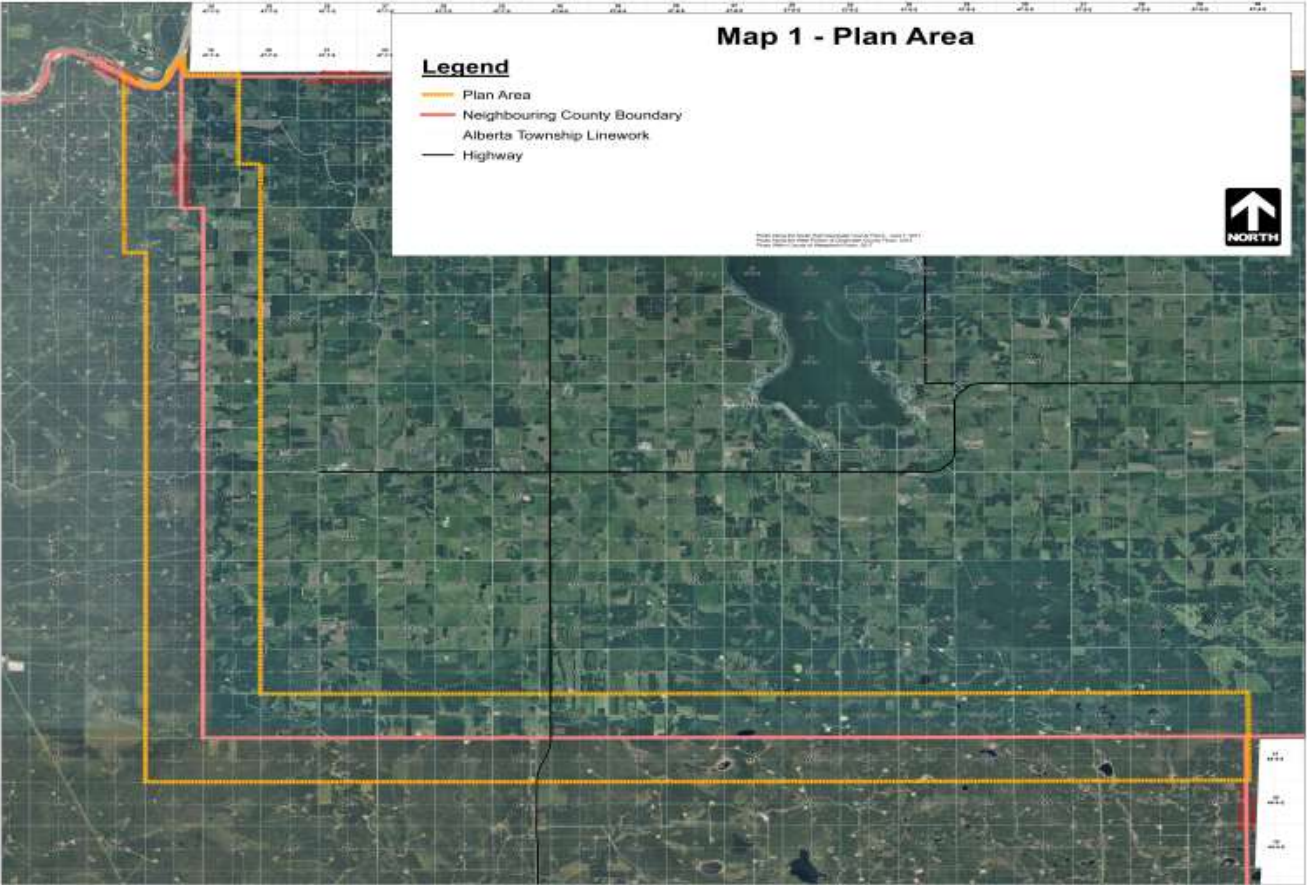
- a) Development of land use policies to protect prime agricultural lands from premature re-designation, subdivision and non-farm development.
- b) Effective coordination of transportation systems and protection of required land for future road network developments.
- c) Development of land use policies to ensure that future sites for recreation areas are considered.
- d) Development of a plan for the provision of utility corridors within the Plan Area to provide for future growth and development of the IDP area, and to ensure oil and gas development/pipelines do not inhibit or restrict the future development of the region.
- e) Identification and protection of physical features and environmentally sensitive areas.
- f) Effective referral mechanisms and dispute resolution mechanisms.
- g) Effective plan administration and implementation.

## **F. EXISTING CHARACTERISTICS OF THE PLAN AREA**

### 1) Key existing characteristics of the Plan Area include:

- a) Agricultural Development:
  - i) There is a mix of agricultural operations including grazing and dry land farming.
  - ii) The majority of the land within the Plan Area is designated for agricultural use.
  - iii) Medicine Lake Grazing Reserve also crosses through the Plan Area.
- b) Residential Development:
  - i) The majority of residential development within the Plan Area is comprised of residential farm housing within the Agricultural District serviced by individual septic and water wells.
  - ii) There are a few residential acreage developments scattered throughout the plan area. These residential acreages are serviced by individual septic and water wells.
- c) Transportation Infrastructure:
  - i) One Provincial Highway, Highway 22, provides the main connector between the two Counties, with the majority of the traffic between the two Counties travelling on this highway. There are numerous township roads that connect the two Counties and several range roads along the boundary of the Counties.
- d) Environmentally Significant Areas:
  - i) No major environmentally significant areas, other than lands adjacent to the North Saskatchewan River, have been identified in the IDP area.
- e) Watersheds:
  - i) Both Clearwater County and County of Wetaskiwin No. 10 are located within the North Saskatchewan Watershed.
- f) Crown Lands  
Both Clearwater County and County of Wetaskiwin No. 10 recognize that a significant portion of the lands located within the plan area are Crown Lands.

Map 1 – Plan Area Boundaries



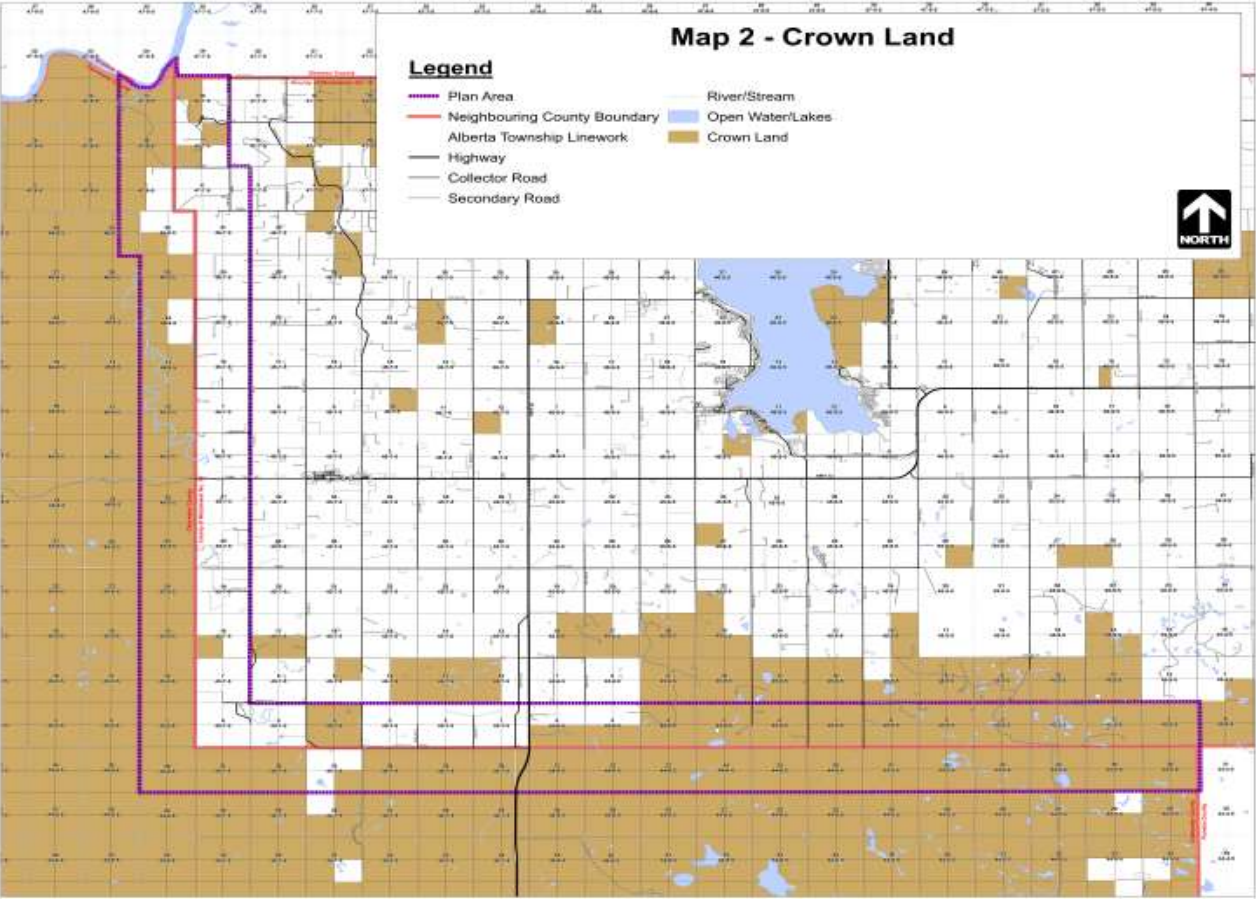
## **G. LAND USE POLICIES**

- 1) Both Counties shall strive to engage in effective dialogue when considering land use in the Plan Area, while maintaining complete jurisdiction on lands within their own boundaries.
- 2) Unless otherwise provided in this Plan, the provisions of each County's respective Municipal Development Plan (MDP) regarding land use and development in the Plan Area shall apply.
- 3) All subdivision applications, Land Use Bylaw amendments as well as all new relevant planning documents within the Plan Area will be referred to the other County for comment. All development permit applications approved by either County's Development Authority shall be in accordance with the provisions of this Plan.
- 4) All new or expanding Confined Feeding Operations within the Plan Area requiring registrations or approvals and manure storage facilities requiring authorization under the Agricultural Operations Practices Act shall be referred to the other County for comment.
- 5) Both Counties agree to jointly discuss ways to cooperate with provincial and federal agencies and utility providers to help facilitate the efficient delivery of infrastructure and services that are of a mutual benefit.
- 6) Both Counties shall strive, to the best of their ability and knowledge, to refer all notices of government projects within the Plan Area to the adjacent County.
- 7) Within the Plan Area Both Counties are encouraged to share with the other County the results of all publicly available technical analysis, submitted as part of development applications, where there is potential for impacts on land and bodies of water within the adjacent County.
- 8) Both Counties shall support watershed management and protection best practices.
- 9) Both Counties agree that development of lands that are within the Plan Area may contain a historically significant site. Should an area be deemed to have some historical significance, the developer may be required to conduct a Historical Resource Impact Assessment (HRIA) and should contact the appropriate Provincial Government Department regarding the development.
- 10) The following land use provisions will apply to all new agricultural development within Plan Area:
  - a) Both Counties agree that agriculture and grazing will continue to be the primary use of land in the Plan Area, and non-agricultural uses should be considered only in such areas where they will not negatively impact agriculture and grazing.



- b) Both Counties will work cooperatively to encourage good neighbour farming practices, such as dust, weed and insect control adjacent to developed areas, through best management practices and Alberta Agricultural guidelines.
  - c) If disputes or complaints in either County arise between ratepayers and agricultural operators, the County receiving the complaint shall strive to direct the affected parties to the appropriate agency, government department or County for consultation or resolution wherever necessary.
- 11) Both Clearwater County and County of Wetaskiwin No. 10 recognize the potential demand for future commercial lands within the IDP area adjacent to Highway 22. No lands have been identified for future commercial development within the IDP area. Any future proposal shall be evaluated by the opposite municipality within the context of a planning document.
- 12) In considering subdivision and development permit applications in the Plan Area, the respective County Subdivision and Development Authorities will ensure the proposed project is compatible with the adjacent uses.
- 13) All appeals of developments and subdivisions within the Plan Area will be considered by the governing County's Subdivision and Development Appeal Board, excepting those where there is a Provincial requirement for the appeal to be referred to the Municipal Government Board.

Map 2 – Crown Land



## **H. RESOURCE EXTRACTION**

- 1) Both Counties recognize the importance of resource extraction to the local economy and to the maintenance of transportation routes and other infrastructure.
- 2) The Counties shall consider the effects of visual intrusion, dust, noise, traffic, and air and water pollution when evaluating applications for new or expanded gravel pits, or other extractive activities, within the Plan Area where they maintain jurisdiction.
- 3) Within the Plan Area, each County will notify the adjacent County of any resource development proposal and provide an opportunity of comment. In the event the resource development results in access being required from a road under the control or management of the other County, the County having control or management of the road must give its approval for the use of a road, in writing, prior to the application being considered as complete by the other County.
- 4) Either County may require an agreement regarding the construction, repair, and maintenance of any municipal roads, which may be impacted by resource development, when the development requires access to come from the other County's road.
- 5) If either Clearwater County or the County of Wetaskiwin No. 10 is in receipt of a notice for new or expanded Alberta Transportation gravel pit within the Plan Area, they shall forward a copy of the notice to the other County.

## **I. INDUSTRY AND ENERGY DEVELOPMENT**

- 1) Both Counties recognize the important role that industry and energy development play in supporting the local and regional economy.
- 2) Lands under consideration for industrial development that do not currently allow for a proposed use, shall be required to redesignate to a suitable land use district.
- 3) Both Clearwater County and County of Wetaskiwin No. 10 recognize that existing energy infrastructure may pose constraints for future development within the plan area, particularly in the north portion of the plan area.
  - a) Both Counties shall cooperate with industry to mitigate any existing constraints.
- 4) The Counties will encourage the location of Renewable Energy developments within the Plan Area:
  - a) where compatible with existing land uses,
  - b) in consideration of comments from the adjacent County.
- 5) Logging on Crown land shall follow the Provincial approval process. Logging on municipal land or privately-owned land in the IDP area shall follow the approval process of the County having jurisdiction. If the

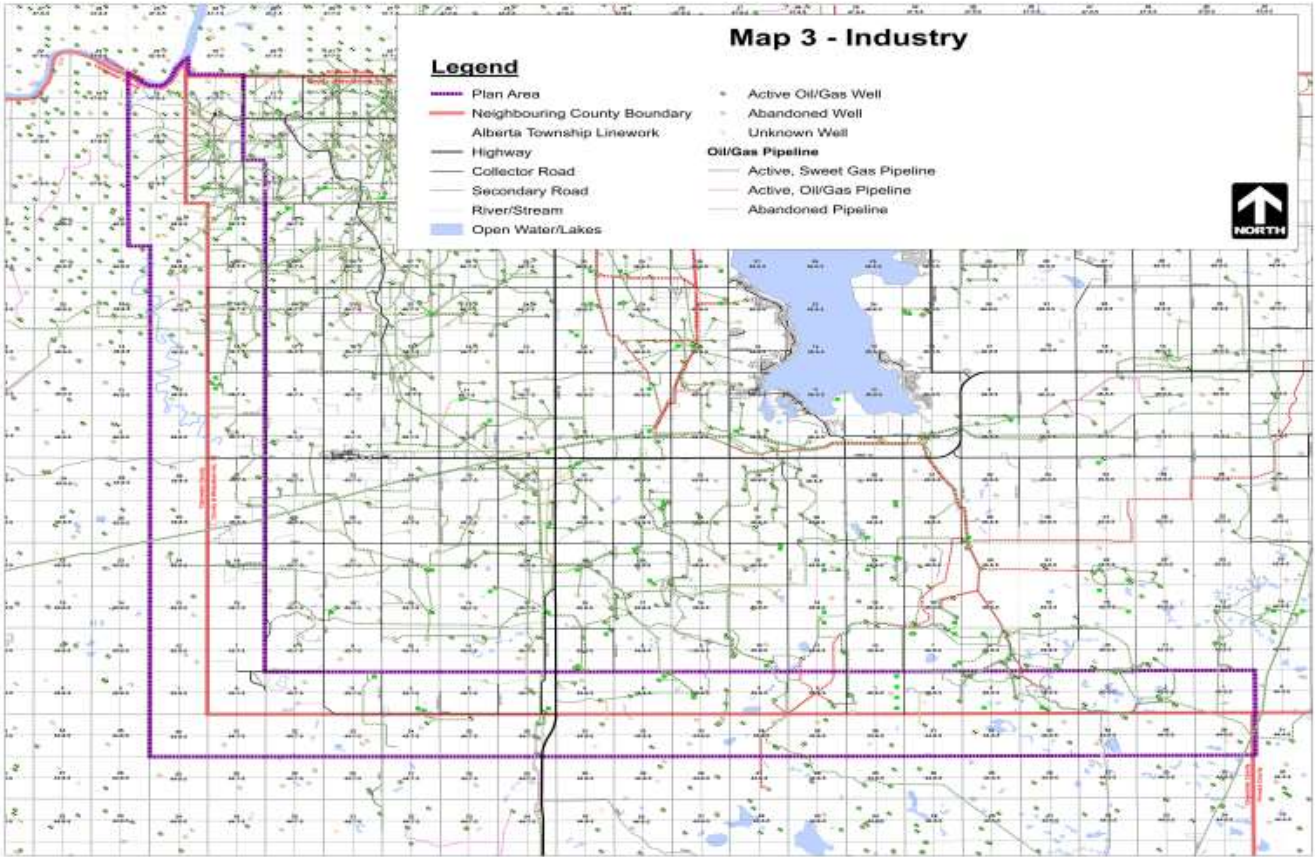
proposed haul route includes roads within the jurisdiction of the responding County, the application shall be circulated to the responding County for comment and landowners adjacent to the haul route. The responding County's Administration may support the route if the impact is acceptable and subject to the applicable Agreement(s) for the upgrade or maintenance of the road. If the impact is unacceptable to the responding County's Administration, the route will not be supported, and the applicant will have to propose an alternative route.

- 6) Crown land as described in Section 618 of the MGA is exempt from Part 17 Planning and Development. Each County shall encourage the Crown to apply the host County's statutory plan and Land Use Bylaw requirements to the development of leased Crown land.

## **J. ENVIRONMENTAL MATTERS**

- 1) Both Counties will promote environmental stewardship and the health of the regional ecosystem, watersheds, and environmentally significant areas in the Plan Area.
- 2) Environmentally Significant Areas:  
No major environmentally significant areas, other than lands adjacent to the North Saskatchewan River, have been identified in the IDP area.
  - a) Both Counties recognize that Horseshoe Creek Natural Area is not in the Plan Area but is directly adjacent to the Plan Area.
- 3) Land use and development on hazard lands such as flood prone or steep slopes is generally discouraged, but where it is considered by the host County, it shall be carefully regulated by existing MDP & LUB policy such that there is no negative effect on the adjacent County.
- 4) Landowners and residents shall be encouraged to follow water conservation practices, as established by their respective County.
- 5) Both Counties will endeavour to ensure all sources of potable water supplies within their respective jurisdictions are protected and meet provincial guidelines for water quality.
- 6) Environmental protection measures shall be implemented as provided for by the MDP policies and Land Use Bylaw of the municipality having jurisdiction over the subject land.
- 7) Both Counties agree that development of lands within the Plan Area may impact environmentally significant sites. Development in these areas may be required to:
  - a) conduct an environmental impact assessment (EIA); and,
  - b) contact Alberta Environment and Parks regarding the development.
- 8) Recreation Development:  
Both Clearwater County and County of Wetaskiwin No. 10 recognize the potential for demand for future recreational zoned lands within the IDP area.

Map 3 – Industry Map



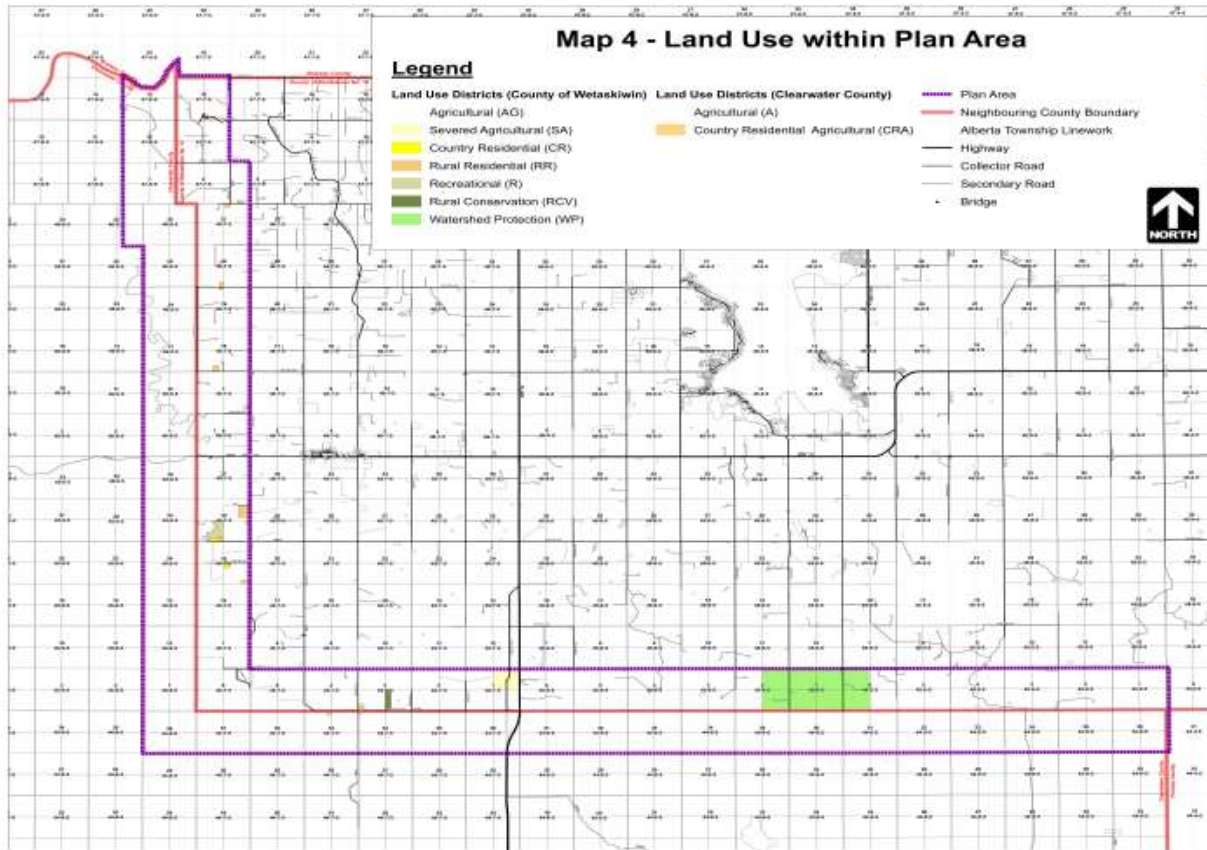
## **K. MUNICIPAL INFRASTRUCTURE**

- 1) Both Counties agree to work together to support the development of municipal infrastructure required to service developments within the Plan Area.
- 2) The Counties will make the most efficient use of infrastructure investments by prioritizing growth around existing infrastructure and optimizing use of new and planned infrastructure in the Plan Area.
- 3) Prior to any joint municipal infrastructure developments proceeding, the Counties will enter into a cost sharing agreement to share the costs of the development based on the prorated benefit to each County.

## **L. TRANSPORTATION SYSTEMS**

- 1) Both Counties will work together to ensure a safe and efficient transportation network is developed and maintained to service the farm operations, residents and businesses within the Plan Area.
- 2) When subdivisions are approved in the Plan Area, all right-of-way requirements will be secured to ensure that long-term transportation and road plans can be implemented when warranted.
- 3) Each County shall be notified of any subdivision or development proposal in the other County that will result in access being required from a road under its control or management.

**Map 4 - Current Land Use Concept (for up-to-date Land Use Designations please see the respective municipalities Land Use Bylaw)**





## **M. UTILITY CORRIDORS**

- 1) The continued demand for the location or telecommunications infrastructure and utility servicing has the potential to impact land use within municipalities; however, Both Counties are aware that the jurisdiction of utility approvals is outside of their direct control.
  - a) Where there is an application for a new, expanded or retrofitted telecommunications tower within the Plan Area, Both Counties shall notify the other County to seek their comments.
  - b) When providing a Letter of Concurrence for a new, expanded or retrofitted telecommunications tower, Both Counties shall request telecommunications companies to co-locate within the Plan Area where technically feasible.
  - c) When providing comments to provincial and federal departments regarding utility development within the Plan Area, Both Counties shall request that consideration be given to the establishment of utility corridors with multiple users.
- 2) Both Counties also acknowledge that the development of the oil and gas industry has played an integral part in the development of the region. Both Counties will work with the oil and gas industry to ensure that the orderly development of the Plan Area is not unduly restricted by the development of oil and gas infrastructure, including pipelines.

## **N. PLAN ADMINISTRATION AND IMPLEMENTATION**

- 1) Adoption Process
  - a) This IDP and any amendments to it shall be adopted by bylaw by Both Counties in accordance with the MGA.
  - b) Any amendments to the Municipal Development Plans and Land Use Bylaws of Both Counties required to implement the policies of the Intermunicipal Development Plan should occur as soon as practicable following adoption of this IDP or any amendment to the IDP that establishes or amends policies within this IDP.
- 2) Approving Authorities
  - a) In the hierarchy of statutory plans, the Intermunicipal Development Plan shall take precedence over the other municipal statutory plans.
  - b) Each County shall be responsible for the administration and decisions on all statutory plans, land use bylaws, and amendments thereto within their boundaries.
- 3) Plan Amendments
  - a) An amendment to this Plan may be proposed by either County. An amendment to the Plan proposed by a landowner shall be made to the County in which the subject land is located.
  - b) An amendment to this Plan has no effect unless adopted by Both Counties by bylaw in accordance with the MGA.

- 4) Intermunicipal Cooperation
  - a) The Counties agree to create a recommending body known as the Intermunicipal Committee (hereinafter referred to as the Committee).
  - b) The Committee will meet on an as required basis and will develop recommendations to the County Councils on all matters of strategic direction and cooperation affecting County residents, except matters where other current operating structures and mechanisms are operating successfully. The topics to be discussed will include:
    - i) Long-term strategic growth plans for the Counties as may be reflected in the Intermunicipal Development Plan, Municipal Development Plans, Area Structure Plans and other strategic studies.
    - ii) Intermunicipal and regional transportation issues including the Transportation and Utility Corridors, truck routes.
    - iii) Prompt circulation of major land use, subdivision and discretionary development proposals in either municipality which may impact the other municipality; and
    - iv) The discussion of intermunicipal or multi-jurisdictional issues in lieu of a regional planning system.
  - c) The Committee shall consist of four members, being two Councillors from each County.
  - d) The Chief Administrative Officers and/or designated staff will be advisory staff to the Committee, responsible to develop agendas and recommendations on all matters, and for forwarding all recommendations from the Committee to their respective Councils.
  
- 5) Plan Review
  - a) Once every four years, commencing no later than 2023, the IDP will be formally reviewed by the Committee in conjunction with the Intermunicipal Collaboration Framework in order to confirm, or recommend amendment, of any particular policy contained herein. The Committee will prepare recommendations for consideration by the municipal councils.

## **O. CIRCULATION AND REFERRAL PROCESS**

- 1) Both Counties agree to refer the following planning proposals within the Plan Area:
  - a) Municipal Development Plans and Municipal Development Plan amendments (28 day response period).
  - b) All relevant planning documents such as; Area Structure Plans, Area Redevelopment Plans, Outline Plans, Concept Plans and amendments (21 day response period).
  - c) Land Use Redesignations (21 day response period).
  - d) Subdivisions (21 day response period).
  - e) Development permits for discretionary uses (21 day response period).
  - f) Road access requests/notices (21 day response period).

## **P. DISPUTE/CONFLICT RESOLUTION**

- 1) Both Counties agree that the following process shall be used to resolve or attempt to resolve disputes between the Counties arising from the following:
  - a) Lack of agreement on proposed amendments to the IDP;
  - b) Lack of agreement on any proposed statutory plan, land use bylaw or amendment thereto for lands located within or affecting the Plan Area; or
  - c) Lack of agreement on an interpretation of this IDP.
- 2) Lack of agreement pursuant to section Q(1)(a) or (b) is defined as a statutory plan, land use bylaw or amendment to either which is given first reading by a Council which the other Council deems to be inconsistent with the policies of this Plan or detrimental to their planning interests as a County.
- 3) A dispute shall be limited to the decisions on the matters listed in section Q(1). Any other appeal shall be made to the appropriate approving authority or appeal board that deals with that issue.
- 4) The dispute resolution process may only be initiated by either County Council.
- 5) Identification of a dispute and the desire to go through the dispute resolution process may occur at any time regarding a dispute matter outlined in section Q(1)(c) and may only occur within 30 calendar days of a decision made pursuant to section Q(2). Once either County has received written notice of a dispute, the dispute resolution process must be started within 15 calendar days of the date the written notice was received, unless both Chief Administrative Officers agree otherwise.
- 6) In the event the dispute resolution process is initiated the County having authority over the matter shall not give any further approval in any way until the dispute has been resolved or the mediation process has been concluded.
- 7) In the event mediation does not resolve the dispute, the County may proceed to adopt the bylaw and in accordance with the *Municipal Government Act*, the other County will have the right to appeal to the Municipal Government Board.

### **Dispute/Conflict Resolution Process**

Stage 1 Administrative Review - The Chief Administrative Officers of Both Counties, or their designates, will meet in an attempt to resolve the issue first. Failing resolution, the dispute will then be referred to the Intermunicipal Committee. In the event a resolution is not achieved by the 30<sup>th</sup> day following the first meeting of the Chief Administrative Officer of Both Counties, or their designates, either County may refer the dispute to the Intermunicipal Committee.

Stage 2 Intermunicipal Committee Review – The Committee will convene to consider and attempt to resolve the dispute. Failing resolution, the dispute will then be referred to mediation. In the event a resolution is not achieved by the 30<sup>th</sup> day following the first meeting of the Intermunicipal Committee, either County may refer the dispute to the Mediation.

Stage 3 Mediation – The services of an independent mediator will be retained, with the mediator to present a written recommendation to both Councils. The costs of mediation shall be shared equally between the Counties.

Stage 4 Municipal Government Board – In the event the mediation process does not resolve the dispute, the County may proceed to adopt the bylaw and in accordance with the *Municipal Government Act*, the other County will have the right to appeal to the Municipal Government Board.

## **Q. CORRESPONDENCE**

1) Written notice by mail under this Plan shall be addressed as follows:

a. In the case of Clearwater County to:

**Clearwater County  
c/o Chief Administrative Officer  
4340 - 47 Avenue,  
Box 550  
Rocky Mountain House, AB T4T 1A4**

b. In the case of the County of Wetaskiwin No. 10 to:

**County of Wetaskiwin No. 10  
c/o Chief Administrative Officer  
Box 6960  
Wetaskiwin, AB T9A 2G5**

2) In addition to Section R(1), notices may be sent by electronic mail to the Chief Administrative Officer.



## Agenda Item Report

### Regular Council Meeting

<b>AIR Type:</b>	Request for Decision
<b>SUBJECT:</b>	Bylaw 1075/19 - Wetaskiwin County and Clearwater County Intermunicipal Collaboration Framework
<b>PRESENTATION DATE:</b>	Tuesday, October 22, 2019
<b>DEPARTMENT:</b>	Emergency & Legislative Services
<b>WRITTEN BY:</b>	Christine Heggart
<b>REVIEWED BY:</b>	Rick Emmons
<b>BUDGET CONSIDERATIONS:</b>	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Funded by Dept <input type="checkbox"/> Reallocation
<b>LEGISLATIVE DIRECTION:</b>	<input type="checkbox"/> None <input checked="" type="checkbox"/> Provincial Legislation (MGA s. 708.28(4)(b)) <input type="checkbox"/> County Bylaw or Policy
<b>COMMUNITY BUILDING PILLAR (check all that apply):</b>	
<input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Governance Leadership <input type="checkbox"/> Fiscal Responsibilities <input type="checkbox"/> Environmental Stewardship <input type="checkbox"/> Community Social Growth	
<b>ATTACHMENTS:</b>	
<a href="#">Draft ICF - Wetaskiwin &amp; Clearwater</a> <a href="#">1075 -19 ICF Wetaskiwin Clearwater Bylaw</a>	

#### STAFF RECOMMENDATION:

That Council reviews, amends as appropriate and provides first reading of Bylaw 1075/19 to adopt the Wetaskiwin County and Clearwater County Intermunicipal Collaboration Framework.

#### BACKGROUND:

As Council is aware, the modernized Municipal Government Act (MGA) requires the creation and adoption of Intermunicipal Collaboration Framework (ICF) agreements and associated Intermunicipal Development Plans (IDP), required to be completed by April 1, 2020.

Administration from both municipalities met to develop the first draft of the IDP (which is attached to this Council agenda item as a separate Planning and Development item) and ICF for respective Councils review and approval.

Attached for Council's consideration is a draft Wetaskiwin County and Clearwater County Intermunicipal Collaboration Framework and associated Bylaw 1075/19.



**Intermunicipal Collaboration Framework**

**Between**

**Clearwater County**

**and**

**The County of Wetaskiwin No. 10**

**WHEREAS**, Clearwater County and the County of Wetaskiwin No. 10 share common boundaries; and

**WHEREAS**, Clearwater County and the County of Wetaskiwin No. 10 share common interests and are desirous of working together to provide services to their ratepayers, where there are reasonable and logical opportunities to do so; and

**WHEREAS**, Clearwater County and the County of Wetaskiwin No. 10 consulted with residents of both counties; and

**WHEREAS**, the *Municipal Government Act* stipulates that municipalities that have a common boundary must create an Intermunicipal Collaboration Framework with each other that identifies the services provided by each municipality, which services are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded.

**NOW THEREFORE**, by mutual covenant of Clearwater County and the County of Wetaskiwin No. 10 it is agreed as follows:

**A. TERM AND REVIEW**

- 1) In accordance with the *Municipal Government Act*, this Intermunicipal Collaboration Framework is a permanent Agreement and shall come into force on final passing of matching bylaws that contain the Framework by both Counties.
- 2) This Framework may be amended by mutual consent of both Counties unless specified otherwise in this Framework.
- 3) It is agreed by the Counties that the Intermunicipal Committee shall review at least once every four years, commencing no later than 2023, the terms and conditions of the agreement.

**B. INTERMUNICIPAL COOPERATION**

- 1) The Intermunicipal Committee established under the Intermunicipal Development Plan is the forum for reviewing the Intermunicipal Collaboration Framework.

**C. GENERAL TERMS**

Both Counties agree that, with respect only to the service agreements outlined in Section D(2), residents of the Counties will be afforded the same services at the same costs, including user fees.

#### **D. MUNICIPAL SERVICES**

- 1) Both Counties have reviewed the services offered to residents. Based on the review it has been determined that each County will continue to provide the following services to their residents independently:
  - a. Water and Wastewater
  - b. Emergency Services
  - c. Recreation
  - d. Affordable Housing
  - e. Municipal Administration
  - f. Agricultural Services
  - g. Animal Control
  - h. Assessment Services
  - i. Bylaw Enforcement
  - j. Information Technology
  - k. Pest Control
  - l. Police Services
  - m. Purchasing/Procurement Services
  - n. Weed Control
  
- 2) The Counties have a history of working together to provide municipal services to the residents on an intermunicipal basis, with the following services being provided directly or indirectly to their residents:
  - a. Transportation:
    - o The Counties entered into a Revenue Sharing Road Contribution Agreement. This agreement outlines that the County of Wetaskiwin No. 10 will develop and maintain roads that provide access to lands in Clearwater County, in return for which Clearwater County will make an annual payment to Wetaskiwin County No. 10.
  
  - b. Emergency Services
    - o The Counties entered into a Mutual Aid Agreement to provide aid to one another in the event of emergencies.
  
  - c. Intermunicipal Development Plan
    - o The Counties entered into an Intermunicipal Development Plan in accordance with the *Municipal Government Act*. The Intermunicipal Development Plan will be reviewed in conjunction with the Intermunicipal Collaborative Framework.
  
- 3) The Counties acknowledge that in addition to the shared service agreements in place between the Counties, they each have independent agreements with other regional partners.



- 4) The Counties have reviewed the aforementioned existing agreements and have determined that these are the most appropriate municipal services to be conducted in a shared manner.

#### **E. FUTURE PROJECTS & AGREEMENTS**

- 1) Both Counties acknowledge the potential need and opportunity for future partnership regarding gravel operations and extraction.
- 2) In the event that either County initiates the development of a new project and/or service that may require a new cost-sharing agreement, the initiating County's Chief Administrative Officer will notify the other County's Chief Administrative Officer in writing.
- 3) The initial notification will include a general description of the project, estimated costs and timing of expenditures. The other party will advise if they have objections in principle to provide funding to the project and provide reasons. An opportunity will be provided to discuss the project at the Intermunicipal Committee.
- 4) The following criteria will be used when assessing the desirability of funding of new projects:
  - a. Relationship of the proposed capital project to Intermunicipal Development Plan, or any other regional long-term planning document prepared by the Counties;
  - b. The level of community support;
  - c. The nature of the project;
  - d. The demonstrated effort by volunteers to raise funds and obtain grants, if applicable;
  - e. The projected operating costs for new capital projects;
  - f. Municipal debt limit; and
  - g. Projected utilization by residents of both Counties.
- 5) Once either County has received written notice of new project, an Intermunicipal Committee meeting must be held within thirty (30) calendar days of the date the written notice was received, unless both Chief Administrative Officers agree otherwise.
- 6) The Intermunicipal Committee will be the forum used to discuss and review future mutual aid agreements and/or cost sharing agreements. In the event the Intermunicipal Committee is unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section F of this document.
- 7) Both Counties recognize that the decision to participate in or not participate in a project ultimately lies with the respective municipal councils, who in turn must rely on the support of their electorate to support the project and any borrowing that could be required.

## **F. DISPUTE RESOLUTION**

- 1) The Counties are committed to resolving any disputes in a non-adversarial, informal, and cost-efficient manner.
- 2) The Counties shall make all reasonable efforts to resolve all disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information, and documents to facilitate negotiations.
- 3) In the event of a dispute, the Counties agree that they shall undertake a process to promote the resolution of the dispute in the following order:
  - a. negotiation;
  - b. mediation; and
  - c. binding arbitration.
- 4) If any dispute arises between the Counties regarding the interpretation, implementation, or application of this Framework, or any contravention or alleged contravention of this Framework, the dispute will be resolved through the binding Dispute Resolution Process outlined herein.
  - a. However, if a dispute arises regarding an existing intermunicipal agreement between the Counties, and that agreement contains a binding dispute resolution process, then that process shall be followed instead of the one outlined in this framework.
- 5) If the Dispute Resolution Process is invoked, the Counties shall continue to perform their obligations described in this Framework until such time as the Dispute Resolution Process is complete.
- 6) 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 thirty (30) days following receipt of the Dispute Notice, the Intermunicipal Committee shall meet and attempt to resolve the dispute through discussion and negotiation, unless a time extension is mutually agreed by the Chief Administrative Officers. If the dispute is not resolved within sixty (60) days of the Dispute Notice being issued, the negotiation shall be deemed to have failed.
- 7) If the Counties cannot resolve the dispute through negotiation within the prescribed time period, then the dispute shall be referred to mediation.
- 8) Either party shall be entitled to provide the other party with a written notice (“Mediation Notice”) specifying:
  - a. The subject matters remaining in dispute, and the details of the matters in dispute that are to be mediated; and
  - b. The nomination of an individual to act as the mediator.

- 9) The Counties shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a mediator.
- 10) Where a mediator is appointed, the Counties shall submit in writing their dispute to the mediator and afford the mediator access to all records, documents, and information the mediators may reasonably request. The Counties shall meet with the mediator at such reasonable times as may be required and shall, through the intervention of the mediator, negotiate in good faith to resolve their dispute. All proceedings involving a mediator are agreed to be without prejudice and the fees and expenses of the mediator and the cost of the facilities required for mediation shall be shared equally between the Counties.
- 11) In the event that:
  - a. The Counties do not agree on the appointment of a mediator within thirty (30) days of the Mediation Notice; or
  - b. The mediation is not completed within sixty (60) after the appointment of the mediator; or
  - c. The dispute has not been resolved within ninety (90) from the date of receipt of the Mediation Notice;either party may by notice to the other withdraw from the mediation process and in such event the dispute shall be deemed to have failed to be resolved by mediation.
- 12) If mediation fails to resolve the dispute, the dispute shall be submitted to binding arbitration. Either of the Counties may provide the other party with written notice (“Arbitration Notice”) specifying:
  - a. the subject matters remaining in dispute and the details of the matters in dispute that are to be arbitrated; and
  - b. the nomination of an individual to act as the arbitrator.
- 13) Within thirty (30) days following receipt of the Arbitration Notice, the other party shall, by written notice, advise as to which matters stated in the Arbitration Notice it accepts and disagrees with, advise whether it agrees with the resolution of the disputed items by arbitration, and advise whether it agrees with the arbitrator selected by the initiating party or provide the name of one arbitrator nominated by that other party.
- 14) The Counties shall, within thirty (30) days of the Arbitration Notice, jointly nominate or agree upon an arbitrator.
- 15) Should the Counties fail to agree on a single arbitrator within the prescribed time period, then either party may apply to a Justice of the Court of Queen’s Bench of Alberta to have the arbitrator appointed.
- 16) The terms of reference for arbitration shall be those areas of dispute referred to in the Arbitration Notice and the receiving party’s response thereto.

- 17) The *Arbitration Act* (Alberta) in force from time to time shall apply to arbitration proceedings commenced pursuant to this Framework.
- 18) The arbitrator shall proceed to hear the dispute within sixty (60) days of being appointed and proceed to render a written decision concerning the dispute forthwith.
- 19) The arbitrator's decision is final and binding upon the Counties subject only a party's right to seek judicial review by the Court of Queen's Bench on a question of jurisdiction.
- 20) If the Counties do not mutually agree on the procedure to be followed, the arbitrator may proceed to conduct the arbitration on the basis of documents or may hold hearings for the presentation of evidence and for oral argument.
- 21) Subject to the arbitrator's discretion, hearings held for the presentation of evidence and for argument are open to the public.
- 22) If the arbitrator establishes that hearings are open to the public in Section 21, the arbitrator, as their sole discretion, may solicit written submissions. If the arbitrator requests written submissions, they must be considered in the decision.
- 23) The fees and expenses of the arbitrator and the cost of the facilities required for arbitration shall be shared equally between the Counties.
- 24) On conclusion of the arbitration and issuance of an order, the arbitrator must proceed to compile a record of the arbitration and give a copy of the record to each of the Counties.

#### **G. CORRESPONDENCE**

- 1) Written notice under this Agreement shall be addressed as follows:
  - a. In the case of Clearwater County to:  
**Clearwater County**  
**c/o Chief Administrative Officer**  
**4340 - 47 Avenue Box 550**  
**Rocky Mountain House, AB T4T 1A4**
  - b. In the case of the County of Wetaskiwin No. 10 to:  
**County of Wetaskiwin No. 10**  
**c/o Chief Administrative Officer**  
**Box 6960**  
**Wetaskiwin, AB T9A 2G5**
- 2) In addition to G(1), notices may be sent by electronic mail to the Chief Administrative Officer.

**BYLAW NO. 1075/19**

BEING A BYLAW TO ADOPT THE INTERMUNICIPAL COLLABORATION FRAMEWORK BETWEEN WETASKIWIN COUNTY AND CLEARWATER COUNTY

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

**WHEREAS**, Wetaskiwin County and Clearwater County have worked collaboratively on the preparation of an Intermunicipal Collaboration Framework between the two municipalities; and,

**WHEREAS**, the Council of Clearwater County deems it desirable and appropriate to adopt the Intermunicipal Collaboration Framework between Wetaskiwin County and Clearwater County,

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

1. That the document titled "Intermunicipal Collaboration Framework between Wetaskiwin County and Clearwater County" dated October 2019 as attached and forming part of this Bylaw be adopted;

and

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

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

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

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

\_\_\_\_\_  
REEVE

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



## Agenda Item Report

### Regular Council Meeting

<b>AIR Type:</b>	Request for Decision
<b>SUBJECT:</b>	Bylaw 1078/19 - Brazeau County and Clearwater County Intermunicipal Collaboration Framework
<b>PRESENTATION DATE:</b>	Tuesday, October 22, 2019
<b>DEPARTMENT:</b> <b>WRITTEN BY:</b> <b>REVIEWED BY:</b>	Emergency & Legislative Services Christine Heggart, Director Rick Emmons, CAO
<b>BUDGET CONSIDERATIONS:</b>	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Funded by Dept <input type="checkbox"/> Reallocation
<b>LEGISLATIVE DIRECTION:</b>	<input type="checkbox"/> None <input checked="" type="checkbox"/> Provincial Legislation (MGA s. 708.28(4)(b)) <input type="checkbox"/> County Bylaw or Policy
<b>COMMUNITY BUILDING PILLAR (check all that apply):</b>	
<input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Governance Leadership <input type="checkbox"/> Fiscal Responsibilities <input type="checkbox"/> Environmental Stewardship <input type="checkbox"/> Community Social Growth	
<b>ATTACHMENTS:</b>	
<a href="#">DM Pickering letter - AR96435 Brazeau Exemption</a> <a href="#">19M-015 Clearwater - ICF - Version for Council Presentation 10.07.2019</a> <a href="#">1078 -19 ICF Brazeau Clearwater Bylaw</a>	

#### STAFF RECOMMENDATION:

That Council provides first reading of Bylaw 1078/19 to adopt the Brazeau County and Clearwater County Intermunicipal Collaboration Framework.

#### BACKGROUND:

As Council is aware, the modernized Municipal Government Act (MGA) requires the creation and adoption of Intermunicipal Collaboration Framework (ICF) agreements and associated Intermunicipal Development Plans (IDP), required to be completed by April 1, 2020. *Ministerial Order MSL:047/18* allows for IDP exemptions for municipalities if the borders are in whole provincial or federal crown lands. Attached with this RFD is letter from Deputy Minister Pickering confirming the exemption of IDP for Brazeau and Clearwater Counties.

Subsequently, Administration for Brazeau County and Clearwater County prepared the draft ICF for their respective Councils' review. Brazeau County Council reviewed the draft ICF at their October 15, 2019 regular Council meeting and provided first reading of their respective ICF Bylaw.

**Deputy Minister**  
18th Floor, Commerce Place  
10155 – 102 Street  
Edmonton, Alberta T5J 4L4  
Canada  
Telephone 780-427-4826  
Fax 780-422-9561

January 30, 2019

AR95781

Mr. Rick Emmons  
Chief Administrative Officer  
Clearwater County  
P.O. Box 550  
Rocky Mountain House AB T4T 1A4

Ms. Jocelyn Whaley  
Chief Administrative Officer  
Brazeau County  
P.O. Box 77  
7401 Township Road 494  
Drayton Valley AB T7A 1R1

Dear Mr. *Rick* Emmons and Ms. *Jocelyn* Whaley:

Thank you for your letter of October 25, 2018, to the Honourable Shaye Anderson, Minister of Municipal Affairs, requesting an exemption to the creation of an Intermunicipal Development Plan (IDP) between Clearwater County and Brazeau County.

I am pleased to inform you Clearwater County and Brazeau County have met the requirements for an IDP exemption.

Should you require additional information regarding IDPs, please contact Luis Esteves, Planning Advisor, toll-free at 310-0000, then 825-468-4279, or by email at [luis.esteves@gov.ab.ca](mailto:luis.esteves@gov.ab.ca).

For additional information regarding Intermunicipal Collaboration Frameworks, please contact Michael Scheidl, Manager, Intermunicipal Relations, toll-free at 310-0000, then 780-415-1197, or by email at [michael.scheidl@gov.ab.ca](mailto:michael.scheidl@gov.ab.ca).

Sincerely,



Brad Pickering  
Deputy Minister

cc: Honourable Shaye Anderson, Minister of Municipal Affairs  
Clearwater County Council  
Brazeau County Council  
Michael Scheidl, Manager, Intermunicipal Relations, Municipal Affairs  
Luis Esteves, Planning Advisor, Municipal Affairs



**Intermunicipal Collaboration Framework  
Between  
Brazeau County  
and  
Clearwater County**



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DRAFT

**WHEREAS**, Brazeau County and Clearwater County share a common border; and

**WHEREAS**, Brazeau County and Clearwater County share common interests and are desirous of working together to provide services to their residents; and

**WHEREAS**, Brazeau County and Clearwater County consulted with residents of both counties; and

**WHEREAS**, the *Municipal Government Act* stipulates that municipalities that have a common boundary must create an Intermunicipal Collaboration Framework with each other that identifies the services provided by each municipality, which services are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded.

**NOW THEREFORE**, by mutual covenant of the Counties it is agreed as follows:

#### **A. TERM AND REVIEW**

- 1) In accordance with the *Municipal Government Act*, this Intermunicipal Collaboration Framework is a permanent Agreement and shall come into force on the passing of bylaws by both Counties.
- 2) This Framework may be amended by mutual consent of both Counties unless specified otherwise in this Framework. Amended copies of this Framework shall come into force on the passing of bylaws by both Counties.
- 3) Amended versions to this Framework shall supersede and replace all previous versions of this Framework.
- 4) It is agreed by both Counties that the Intermunicipal Collaboration Committee shall meet at least once every four years, or upon request by either party, commencing no earlier than ninety (90) calendar days and no later than one-hundred and eighty (180) calendar days after a municipal election to review the terms and conditions of the agreement.

#### **B. INTERMUNICIPAL COOPERATION**

- 1) The Intermunicipal Collaboration Committee (ICC) is hereby established to give expanded focus to intermunicipal opportunities and considerations. Although individual Councils maintain the authority for decisions in the respective municipalities, the ICC is the main working group for intermunicipal matters.
  - a. Proactively identify new service areas or opportunities;
  - b. Address intermunicipal opportunities that arise on an as needed basis where no existing structure exists to deal with the matter;

- c. Prioritize activity and develop appropriate measures, processes and sub-committees to address areas under consideration;
  - d. Represent and speak well of regional efforts to cooperate in service delivery;
  - e. Address areas where intermunicipal differences in need of resolution may arise;
  - f. Ensure each Council is kept informed about discussions, progress and issues; and
  - g. Serve as the principal negotiating committee for new or updated agreements under this Framework.
- 2) The Intermunicipal Collaboration Committee is the forum for reviewing the Intermunicipal Collaboration Framework.
- 3) The Counties will give thirty (30) calendar days' notice for a meeting. Meeting requests will be directed to the Chief Administrative Officer for the respective municipality.

#### **C. GENERAL TERMS**

- 1) Both Counties agree that in respect of the service agreements outlined in Section D(2) that residents of the Counties will be afforded the same services at the same costs, including user fees.

#### **D. MUNICIPAL SERVICES**

- 1) Both Counties have reviewed the services offered to residents. Based on the review it has been determined that each County will continue to provide the following services to their residents independently:
  - a. Water and Wastewater
  - b. Emergency Services
  - c. Recreation
  - d. Affordable Housing
  - e. Municipal Administration
  - f. Agricultural Services
  - g. Animal Control
  - h. Assessment Services
  - i. Bylaw Enforcement
  - j. Information Technology
  - k. Pest Control
  - l. Police Services
  - m. Purchasing/Procurement Services
  - n. Weed Control

- 2) The Counties have a history of working together to provide municipal services to the residents on an intermunicipal basis, with the following services being provided directly or indirectly to their residents:
  - a. Emergency Services:

The Counties, with additional partners, have agreements in place to aid in the event of emergencies:

    - i. Mutual Aid Agreement between Brazeau County and the Clearwater County. As a mutual aid agreement there is no managing partner. The assisting municipality shall invoice the requesting municipality for providing mutual aid.
    - ii. Centralized Asset Management System (CAMS) License Shared Data Agreement between Brazeau County, Clearwater County, Leduc County, the City of Leduc, and Camrose County. The purpose of this Agreement is to share information as it relates to the CAMS operating system.
  - b. Memorandum of Understanding (MOU) – The Sasquatch Program
    - i. The purpose of this MOU is to facilitate cooperation between Clearwater County and Brazeau County for the protection and improvement of the environment; as it relates to recreation in the West Country. This MOU is a guideline and is not legally binding on either party.
- 3) The Counties acknowledge that in addition to the shared service agreements in place between the Counties, they each have independent agreements with other regional partners.
- 4) The Counties have reviewed the aforementioned existing agreements and have determined that these are the most appropriate municipal services to be conducted in a shared manner.

#### **E. FUTURE PROJECTS & AGREEMENTS**

- 1) In the event that either County initiates the development of a new project and/or service that may require a new cost-sharing agreement, the initiating County's Chief Administrative Officer will notify the other County's Chief Administrative Officer in writing.
- 2) The initial notification will include a general description of the project, estimated costs and timing of expenditures. The other party will advise if they have objections in principle to provide funding to the project and provide reasons. An opportunity will be provided to discuss the project at the Intermunicipal Collaboration Committee meeting.

- 3) The following criteria will be used when assessing the desirability of funding new projects:
  - a. Relationship of the proposed capital project to any regional long-term planning document(s) prepared by both Counties;
  - b. The level of community support;
  - c. The nature of the project;
  - d. The demonstrated effort by volunteers to raise funds and obtain grants, if applicable;
  - e. The projected operating costs for new capital projects;
  - f. Municipal debt limit; and
  - g. Projected utilization by residents of both Counties.
- 4) Once either County has received written notice of new project, an Intermunicipal Collaboration Committee meeting must be held within thirty (30) calendar days of the date the written notice was received, unless both Chief Administrative Officers agree otherwise.
- 5) The Intermunicipal Collaboration Committee will be the forum used to address and develop future mutual aid agreements and/or cost sharing agreements. In the event the Intermunicipal Collaboration Committee is unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section F of this document.
- 6) Both Counties recognize that the decision to participate in or not participate in a project ultimately lies with the respective municipal councils, who in turn must rely on the support of their electorate to support the project and any borrowing that could be required.

#### **F. DISPUTE RESOLUTION**

- 1) The Counties are committed to resolving any disputes in a non-adversarial, informal and cost-efficient manner.
- 2) In the event of a dispute, the Counties agree that they shall undertake a process to promote the resolution of the dispute in the following order:
  - a. negotiation;
  - b. mediation; and
  - c. binding arbitration.
- 3) The Counties shall make all reasonable efforts to resolve all disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate negotiations.

- 4) If any dispute arises between the Counties regarding the interpretation, implementation or application of this Framework or any contravention or alleged contravention of this Framework, the dispute will be resolved through the binding Dispute Resolution Process outlined herein.
- 5) If the Dispute Resolution Process is invoked, the Counties shall continue to perform their obligations described in this Framework until such time as the Dispute Resolution Process is complete.
- 6) Despite F(4), where an existing intermunicipal agreement has a binding dispute resolution process included in the existing intermunicipal agreement, that agreement shall be used instead of the dispute resolution outlined in this Framework.
- 7) Any dispute arising out of the implementation of this Agreement will firstly be addressed by the administration of both Brazeau County and the Clearwater County. Where a dispute cannot be resolved to the satisfaction of both parties after thirty (30) calendar days, the dispute will be referred to the Chief Administrative Officers of both Counties.
- 8) Where a dispute cannot be resolved to the satisfaction of both Chief Administrative Officers after thirty (30) calendar days, the dispute will be referred to the Intermunicipal Collaboration Committee.
- 9) 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 thirty (30) calendar days following receipt of the Dispute Notice, the Intermunicipal Collaboration Committee shall meet and attempt to resolve the dispute through discussion and negotiation, unless a time extension is mutually agreed by the Chief Administrative Officers. If the dispute is not resolved within sixty (60) calendar days of the Dispute Notice being issued, the negotiation shall be deemed to have failed and shall be referred to mediation.
- 10) Either party shall be entitled to provide the other party with a written notice ("Mediation Notice") specifying:
  - a. The subject matters remaining in dispute, and the details of the matters in dispute that are to be mediated; and
  - b. The nomination of an independent mediator.
- 11) The Counties shall, within thirty (30) calendar days of the Mediation Notice, seek the assistance of a mediator acceptable by both parties.
- 12) When a mediator is appointed, the Counties shall submit in writing their dispute to the mediator and afford the mediator access to all records, documents and

information the mediators may reasonably request. The Counties shall meet with the mediator at such reasonable times as may be required and shall, through the intervention of the mediator, negotiate in good faith to resolve their dispute. All proceedings involving a mediator are agreed to be without prejudice and the fees and expenses of the mediator and the cost of the facilities required for mediation shall be shared equally between the Counties.

- 13) In the event that:
  - a. The Counties do not agree on the appointment of a mediator within thirty (30) calendar days of the Mediation Notice; or
  - b. The mediation is not completed within sixty (60) calendar days after the appointment of the mediator; or
  - c. The dispute has not been resolved within ninety (90) calendar days from the date of receipt of the Mediation Notice; either party may, by notice to the other, withdraw from the mediation process and the mediation shall be deemed to have failed.
- 14) If mediation fails to resolve the dispute, the dispute shall be submitted to binding arbitration. Either of the Counties may provide the other party with written notice ("Arbitration Notice") specifying:
  - a. the subject matters remaining in dispute and the details of the matters in dispute that are to be arbitrated; and
  - b. the nomination of an individual to act as the arbitrator.
- 15) Within thirty (30) calendar days following receipt of the Arbitration Notice, the other party shall, by written notice, advise as to which matters stated in the Arbitration Notice it accepts and disagrees with, advise whether it agrees with the resolution of the disputed items by arbitration, and advise whether it agrees with the arbitrator selected by the initiating party or provide the name of one arbitrator nominated by that other party.
- 16) The Counties shall, within thirty (30) calendar days of the Arbitration Notice, jointly nominate or agree upon an arbitrator.
- 17) Should the Counties fail to agree on a single arbitrator within the prescribed time period, then either party may apply to a Justice of the Court of Queen's Bench of Alberta to have the arbitrator appointed.
- 18) The terms of reference for arbitration shall be those areas of dispute referred to in the Arbitration Notice and the receiving party's response thereto.
- 19) The *Arbitration Act* (Alberta) shall apply to arbitration proceedings commenced pursuant to this Framework.

- 20) The arbitrator shall proceed to hear the dispute within sixty (60) calendar days of being appointed and proceed to render a written decision.
- 21) The arbitrator's decision is final and binding upon the Counties, subject only to a party's right to seek judicial review by the Court of Queen's Bench on a question of jurisdiction.
- 22) If the Counties do not mutually agree on the procedure to be followed, the arbitrator may proceed to conduct the arbitration on the basis of documents or may hold hearings for the presentation of evidence and for oral argument.
- 23) Subject to the arbitrator's discretion, hearings held for the presentation of evidence and for argument are open to the public.
- 24) If the arbitrator establishes that hearings are open to the public in Clause 23, the arbitrator, at their sole discretion, may solicit written submissions. If the arbitrator requests written submissions, they must be considered in the decision.
- 25) The fees and expenses of the arbitrator and the cost of the facilities required for arbitration shall be shared equally between the Counties.
- 26) On conclusion of the arbitration and issuance of an order, the arbitrator must proceed to compile a record of the arbitration and give a copy to each County.

#### **Intermunicipal Development Plan Not Required**

- 27) It is recognized that, pursuant to Schedule "B" attached to this agreement, the two municipalities have been exempted from the provisions of Sections 631(1) and 708.3(1) of the *Municipal Government Act*, Chapter M-26, RSA 2000 as amended. Section 631(1) requires municipalities that share common boundaries to adopt an Intermunicipal Development Plan (hereinafter referred to as "IDP") to include those areas of land lying within the boundaries of the municipalities as they consider necessary; Section 708.3(1) stipulates that an intermunicipal collaboration framework is not complete unless the Councils of the municipalities involved have also adopted an IDP. The Minister has recognized the protected status of the lands on either side of the boundary between the Brazeau County and Clearwater County, noting that no municipally-approved development will occur on those lands in the future, and has therefore exempted Brazeau County and Clearwater County from the requirement to adopt an Intermunicipal Development Plan.



**G. CORRESPONDENCE**

1) Written notice under this Agreement shall be addressed as follows:

a. In the case of Brazeau County to:

**Brazeau County  
c/o Chief Administrative Officer  
Box 77, 7401 Twp Rd 494  
Drayton Valley, Alberta T7A 1R1**

b. In the case of the Clearwater County to:

**Clearwater County  
c/o Chief Administrative Officer  
4340 - 47<sup>th</sup> Avenue, Box 550  
Rocky Mountain House AB T4T 1A4**

2) In addition to G (1), notices may be sent by electronic mail to the Chief Administrative Officer.

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

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

CLEARWATER COUNTY

BRAZEAU COUNTY

Per:

Per:

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

\_\_\_\_\_  
Bart Guyon, Reeve

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

\_\_\_\_\_  
Jocelyn Whaley, CAO

ATTACHED SCHEDULES:

SCHEDULE "A": Council bylaws adopting the Framework

SCHEDULE "B": Ministerial exemption from IDP requirements

**BYLAW NO. 1078/19**

BEING A BYLAW OF CLEARWATER COUNTY, IN THE PROVINCE OF ALBERTA, TO ADOPT THE INTERMUNICIPAL COLLABORATION FRAMEWORK BETWEEN BRAZEAU COUNTY AND CLEARWATER COUNTY.

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

**WHEREAS**, Brazeau County and Clearwater County have worked collaboratively on the preparation of an Intermunicipal Collaboration Framework between the two municipalities; and,

**WHEREAS**, the Council of Clearwater County deems it desirable and appropriate to adopt the Intermunicipal Collaboration Framework between Brazeau County and Clearwater County,

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

1. That the document titled "Intermunicipal Collaboration Framework between Brazeau County and Clearwater County" dated October 2019 as attached and forming part of this Bylaw be adopted;

and

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

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

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

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

\_\_\_\_\_  
REEVE

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



## Agenda Item Report

### Regular Council Meeting

<b>AIR Type:</b>	Request for Decision
<b>SUBJECT:</b>	Bylaw 1079/19 - Summer Village of Burnstick Lake and Clearwater County Intermunicipal Collaboration Framework
<b>PRESENTATION DATE:</b>	Tuesday, October 22, 2019
<b>DEPARTMENT:</b>	Emergency & Legislative Services
<b>WRITTEN BY:</b>	Christine Heggart, Director
<b>REVIEWED BY:</b>	Rick Emmons, CAO
<b>BUDGET CONSIDERATIONS:</b>	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Funded by Dept <input type="checkbox"/> Reallocation
<b>LEGISLATIVE DIRECTION:</b>	<input type="checkbox"/> None <input checked="" type="checkbox"/> Provincial Legislation (MGA s. 708.28(4)(b)) <input type="checkbox"/> County Bylaw or Policy
<b>COMMUNITY BUILDING PILLAR (check all that apply):</b>	
<input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Governance Leadership <input type="checkbox"/> Fiscal Responsibilities <input type="checkbox"/> Environmental Stewardship <input type="checkbox"/> Community Social Growth	
<b>ATTACHMENTS:</b>	
<a href="#">IDP EXEMPTION ACCEPTED</a> <a href="#">1079 -19 ICF SVBSL Clearwater Bylaw</a> <a href="#">Draft SVBSL-Clearwater ICF</a>	

#### STAFF RECOMMENDATION:

That Council reviews, amends as appropriate and provides first reading of Bylaw 1079/19 to adopt the Summer Village of Burnstick Lake and Clearwater County Intermunicipal Collaboration Framework.

#### BACKGROUND:

As Council is aware, the modernized Municipal Government Act (MGA) requires the creation and adoption of Intermunicipal Collaboration Framework (ICF) agreements and associated Intermunicipal Development Plans (IDP), required to be completed by April 1, 2020. *Ministerial Order MSL:047/18* allows for IDP exemptions for municipalities if the borders are in whole provincial or federal crown lands. Attached with this RFD is letter from Deputy Minister Pickering confirming the exemption of IDP for the Summer Village and Clearwater County.

Subsequently, Administration for Summer Village of Burnstick Lake and Clearwater County prepared the draft ICF for their respective Councils' review. The Summer Village will undertake a similar review at their October 26 regular meeting.



**Deputy Minister**  
18th Floor, Commerce Place  
10155 – 102 Street  
Edmonton, Alberta T5J 4L4  
Canada  
Telephone 780-427-4826  
Fax 780-422-9561

December 20, 2018

AR95728

Mr. Rick Emmons  
Chief Administrative Officer  
Clearwater County  
P.O. Box 550  
Rocky Mountain House AB T4T 1A4

Dear Mr. <sup>Rick</sup>Emmons:

Thank you for your letter of October 25, 2018, to the Honourable Shaye Anderson requesting an exemption to the creation of an Intermunicipal Development Plan (IDP) between Clearwater County and the Summer Village of Burnstick Lake.

I am pleased to advise you that Clearwater County and the Summer Village of Burnstick Lake have met the requirements for an IDP exemption.

For more information on IDPs, please contact Luis Esteves, toll-free at 310-0000, then 825-468-4279, or by email at [luis.esteves@gov.ab.ca](mailto:luis.esteves@gov.ab.ca). Should you have any questions regarding Intermunicipal Collaboration Frameworks, please contact Michael Scheidl at [michael.scheidl@gov.ab.ca](mailto:michael.scheidl@gov.ab.ca) or by calling toll-free at 310-0000 then 780-415-1197.

Sincerely,



Brad Pickering  
Deputy Minister

cc: Therese Kleeberger, Chief Administrative Officer, Summer Village of Burnstick Lake  
Luis Esteves, Planning Advisor, Municipal Affairs  
Michael Scheidl, Manager, Intermunicipal Relations, Municipal Affairs

BYLAW NO. 1078/19

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

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

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

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

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

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

and

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

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

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

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

\_\_\_\_\_  
REEVE

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



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

**October 2019**

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

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

### **PREAMBLE**

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

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

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

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

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

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

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

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

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

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

## **PART A: ADMINISTRATIVE PROVISIONS**

### **1.0 Purpose of Framework**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4.0 Process to Amend the Framework**

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

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

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

**6.0 Intermunicipal Development Plan Not Required**

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

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

**7.0 Indemnification**

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

**8.0 Written Notices**

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

Summer Village of Burnstick Lake	Clearwater County
Box 501	Box 550, 4340 47 Avenue
Caroline, AB	Rocky Mountain House, AB
T0M 0M0	T4T 1A4

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

### **9.0 Governance and Roles**

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

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

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

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

**11.0 ICC Decision Making Authority and Process**

11.1 The ICC is a recommendation making committee that interacts with and advises individual councils on decisions. Recommendations to individual councils will occur when the ICC members have consensus on how they wish to advise individual councils on a given issue. This may include:

- (a) Recommendations on options for proceeding;
- (b) Advising no agreed upon recommendations have been reached in the allotted timeframe where a timeframe has been specified; or
- (c) Advising on moving to the Dispute Resolution process or some other process to resolve the issue.

11.2 These recommendations or advisements may be delivered to Councils by:

- (a) A joint council meeting;
- (b) A joint presentation to individual councils;
- (c) A joint written submission agreed to by the ICC for delivery to individual councils; or
- (d) A combination of the above.

**12.0 Composition of ICC**

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

12.2 Quorum of ICC will consist of at least one elected official from each municipality attending each agreed upon meeting.

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

**13.0 ICC Meetings**

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

**14.0 Dispute Resolution Processes**

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



#### Notice of Dispute

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

#### Negotiation

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

#### "Cooling Off" Period

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

#### Mediation

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

#### “Cooling Off” Period

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

#### Report

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

Appointment of Arbitrator

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

Arbitration Process

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

Deadline for Resolving Dispute

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

Arbitrator's Order

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

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

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

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

Costs of Arbitrator

- 14.31 Subject to an order of the arbitrator or an agreement by the parties, the costs of an arbitrator must be paid on a proportional basis by the municipalities that are parties to this Framework.
- 14.32 Each municipality's proportion of the costs must be determined by dividing the amount of that municipality's equalized assessment by the sum of the equalized assessments of all of the municipalities' equalized assessments as set out in the most recent equalized assessment.

**PART C: INVENTORY OF CURRENT SERVICES**

**15.0 Scope of Services Covered in Framework**

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

**16.0 Services Provided on a Municipal Basis**

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

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

TYPE OF SERVICE	DESCRIPTION
Water – Water Supply	Community Water Well provides potable water for residents that do not have their own water well

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

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

TYPE OF SERVICE	DESCRIPTION
Transportation - Road Maintenance	Delivery and maintenance of gravel and surfaced roads (346 km paved and 1,872 km gravel), roadside ditches and culverts, guardrails and traffic control devices, roadside signage, dust control, street sweeping, asphalt repair and crack sealing, spray patch repair, overlay program and regular blading.
Transportation - Bridge and Large Culvert (>1500mm) Maintenance	Erosion control, maintenance of abutments, surface sealing and deck repair, culvert replacement and guardrails for 175 structures.
Transportation - Snow and Ice Control	Delivery of services related to the removal of snow and ice from roadways to ensure safe passage
Water and Wastewater – Water Supply and Distribution	Delivery of municipal water treatment and distribution services and hydrant maintenance in one hamlet (includes potable water station)
Water and Wastewater – Wastewater Collection and Treatment	Delivery of municipal wastewater treatment and collection services in select hamlets including flushing of collection mains, maintaining 3 sewage lagoons and 3 lift stations
Emergency Services - Emergency Management – County	Delivery of plans and programs to enable community response to wide scale emergency events and disasters affecting County only.
Emergency Services - Fire Rescue Services	<p>Delivery of fire suppression, vehicle extrication, first medical response, water rescue, ice rescue, public education services and operation of five fire stations provided through Clearwater Regional Fire Rescue Services with dispatch services provided by City of Red Deer.</p> <p>Lead is the County as managing partner of the Clearwater Regional Fire Rescue Services.</p> <p>Service is funded through taxpayer support with some offset for services relating to incidents on Provincial highways. Cost sharing formula is based on percentage shares of annual operating budget assigned to each municipality.</p>
Recreation - Community Halls	Insurance coverage for 21 community halls throughout the County
Recreation - Museums	Provision of funding support for the operation of local museums.
Recreation - Multi-user Trails	Routine maintenance and grooming of gravel trails in Nordegg, Rig Street and staging areas

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

TYPE OF SERVICE	DESCRIPTION
Other Services - Economic Development	Delivery of information and advice relating the establishment of businesses and investment in the area, promotions and marketing in coordination with other groups.
Other Services - Highway Patrol and Community Peace Officer Program	Delivery of enforcement services related to Federal and Provincial legislation and County bylaws using Community Peace Officers
Other Services - Storm Drainage and Storm Water Management Facilities	Maintenance of storm water management ponds, water control features (e.g. check dams in ditches), fences and signage around ponds, erosion of liners, clearing or inlet and outlet, and maintaining dry hydrant

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

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

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

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



TYPE OF SERVICE	DESCRIPTION
Other Services – Municipal Reserves Management	Management of undergrowth and brush/trees. Includes removal of dead and rotten trees.

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

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

**18.0 Services Provided on an Intermunicipal Basis**

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

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

TYPE OF SERVICE	DESCRIPTION
Emergency Services - Fire Rescue Services	<i>Memorandum of Understanding</i> – Clearwater County, through Clearwater Regional Fire Rescue Services (CRFRS), provides support for the Summer Village's delivery of fire suppression, including wildland urban interface (WUI) equipment management and reciprocal sharing of WUI equipment.

Commented [CH1]: To be developed

TYPE OF SERVICE	DESCRIPTION
Emergency Services - Emergency Management	<i>Currently Shared Service</i> - Delivery of plans and programs to enable community response to wide scale emergency events and disasters and includes preparing and maintaining plans for responses, training for emergency operations centre functions, incident command system, reception centres, awareness and response, if needed. Lead is the Clearwater County. Service is funded through taxpayer support with costs allocated on a percentage basis between municipalities.

**19.0 Inventory of Existing Agreements**

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

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

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

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

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

- 20.1 The following set of principles is intended to guide decisions around when a municipal service should be provided on a shared basis between the Summer Village and the County to the benefit of the greater community. They speak to broad and general intent to assist the decision makers in assessing proposals and directing efforts towards areas of likely consensus.
- 20.2 Each of the following principles is of equal significance and is not intended to be used to rank the merit of service sharing proposals. Proposals that touch on more than one principle should generally be given a higher priority for review and consideration than those that only speak to one of the principles.
- 20.2 The Summer Village and the County agree that a service should be considered for sharing where:
- Principle 1:* The service advances the shared vision and goals of the Summer Village and the County for the long-term future of the greater community.
- Principle 2:* The Summer Village and the County have, or are prepared to work under, a common vision and philosophy regarding the nature of the service to be provided and the manner in which the service would operate and be delivered.
- Principle 3:* Effective service delivery depends on the ability to acquire specialized or hard to obtain skill sets that are more likely to be attracted to the region through a pooling of efforts to attract and retain qualified staff.

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

- 21.1 Either party may put forward a proposal for a new shared service at any point in time. The proposal must be in writing and shall be submitted to the other municipality's CAO. The proposal will then be placed on the next available ICC meeting agenda.
- 21.2 A proposal for a new shared service shall address:
- (a) A brief description of the nature of the service and initial concepts for service delivery;
  - (b) A rationale for proposing that the service be shared and/or commenced;
  - (c) The relation of the proposal to the principles described in Section 21 of this Framework;  
and
  - (d) The relative timing and priority for reviewing the proposal in light of the implementation schedule outlined in Part E of this Framework.

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

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

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

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

**Commented [CH2]:** List to be reviewed by CAOs

**Commented [T3R3]:** Clearwater County currently mows the ditch on the north side of Burnstick Drive but there is no formal agreement. Clearwater County weed inspectors are appointed annually. I do not have any record or correspondence of any weed inspections or enforcement, etc. I cannot think of other services to add at this time.

**PART E: IMPLEMENTATION SCHEDULE**

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

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

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

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

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

**CLEARWATER COUNTY**

**SUMMER VILLAGE OF BURNSTICK LAKE**

Per:

Per:

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

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

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

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

SCHEDULE "A": Council bylaws adopting the Framework to come, example below

Commented [T4]: We will use the same wording, etc. as per your example.

**CLEARWATER COUNTY**

**BYLAW NO. INSERT/19**

Being a bylaw to adopt the Summer Village of Burnstick Lake -Clearwater County Intermunicipal Collaboration Framework

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

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

**WHEREAS**, the Council of Clearwater County deems it desirable and appropriate to adopt the Caroline-Clearwater Intermunicipal Collaboration Framework;

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

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

and

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

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

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

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

\_\_\_\_\_  
REEVE

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

SCHEDULE "B": Ministerial Order IDP Exemption

DRAFT 2



## Agenda Item Report

### Regular Council Meeting

<b>AIR Type:</b>	Request for Decision
<b>SUBJECT:</b>	Signage Request for Clearwater Estates and Cougar Ridge
<b>PRESENTATION DATE:</b>	Tuesday, October 22, 2019
<b>DEPARTMENT:</b>	Public Works Operations
<b>WRITTEN BY:</b>	Katelyn Erickson, Surfaced Road Supervisor
<b>REVIEWED BY:</b>	Kurt Magnus, Director and Rick Emmons, CAO
<b>BUDGET CONSIDERATIONS:</b>	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Funded by Dept <input type="checkbox"/> Reallocation
<b>LEGISLATIVE DIRECTION:</b>	<input type="checkbox"/> None <input type="checkbox"/> Provincial Legislation <input checked="" type="checkbox"/> County Bylaw or Policy (Informational Signs)
<b>COMMUNITY BUILDING PILLAR (check all that apply):</b>	
<input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Governance Leadership <input checked="" type="checkbox"/> Fiscal Responsibilities <input type="checkbox"/> Environmental Stewardship <input checked="" type="checkbox"/> Community Social Growth	
<b>ATTACHMENTS:</b>	
<a href="#">Informational Signs Policy</a> <a href="#">Clearwater Estates Sign Location</a> <a href="#">Cougar Ridge Sign Location</a> <a href="#">Cougar Ridge Clearwater County Right-of-Way</a>	

#### STAFF RECOMMENDATION:

- 1.) That Council considers approving, within Clearwater Estates, the installation of a 'Caution Children Playing' sign.
- 2.) That Council considers approving, within Cougar Ridge Subdivision, the installation of a 'Caution Children Playing' sign.
- 3.) That Council provide direction on who shall bear the installation cost of the 'Caution Children Playing' sign within,
  - a.) Clearwater Estates,
  - b.) Cougar Ridge Subdivision.

#### BACKGROUND:

In July 2019, Jen Barker, of 518 Clearwater Estates Crescent, contacted Public Works administration requesting a 'Caution Children Playing' sign in the Clearwater Estates Subdivision.



Administration would suggest placing one sign in the east bound lane leading into the Clearwater Estates subdivision. Exact location is dependent on terrain and existing signage.

In September 2019, Chris Catonio, of #14 Hidden Valley Close, contacted Public Works administration requesting a 'Caution Children Playing' sign in the Cougar Ridge Subdivision.

Administration would suggest placing one sign at the entrance of the County right-of-way to the South of #14 Hidden Valley Close.

The signs are 60 cm by 60 cm and would cost approximately \$49.53 each. The cost of the post is dependent on length (i.e.: 8' Post: \$29.48, 10' Post: \$36.47, 12' Post: \$43.46). Assuming a 12' post, total cost would be approximately \$185.98.

In 2018, Council directed Administration to install two (2) 'Caution Children Playing' signs at the entrances to the North Nordegg Subdivision at the request of the residents. The cost of installation for these signs was borne by Clearwater County.

**From:** Jen & Trevor Barker

**Sent:** July 30, 2019 8:34 PM

**To:** Katelyn Erickson <[kerickson@clearwatercounty.ca](mailto:kerickson@clearwatercounty.ca)>

**Subject:** Clearwater subdivision

*" there are 17 children in Clearwater estates crescent - second subdivision and with the young new drivers and passer buys and all atv riders which are driving well over speed limits; we have not had a ( Slow children Playing sign ) in over 5 years. Could we please have signs to remind others to watch for children and to watch their speeds when coming and going into our community.*

*Look forward to hearing from you*

*Jen Barker*

**From: Chris Catonio**

**Sent: Saturday, September 7, 2019 11:26 AM**

**To: Public Works <[publicworks@clearwatercounty.ca](mailto:publicworks@clearwatercounty.ca)>**

**Subject: Public Trail Issue**

*“Good morning,*

*We live at #14 Hidden Valley Close in Cougar Ridge. There is a green space/public use trail along our south property line that leads to the Cow Lake natural area which is used regularly and has become a concern for us. We have three young kids along with two neighbouring kids that play in our yard, our concern is the lack of caution/respect being shown by a lot of those who use the trail. I have watched kids and adults alike race down this access with zero regard for the safety of the people (or pets) who live here. I personally am waiting to be clipped while mowing that area.*

*Would it be possible to install a sign to caution those using the trail that there are kids at play or to slow down, something along those lines? Anything to ensure our yard is safe for our family and the other families in the area would be much appreciated.*

*Thank you,*

*Chris Catonio*

# Clearwater County

## INFORMATIONAL SIGNS

**EFFECTIVE DATE:** August 14, 2007

**SECTION:** Public Works

**POLICY STATEMENT:**

To provide direction on the installation of informational signs.

**PROCEDURE:**

1. Requests for installation of different types of informational signs can require either the approval of the Public Works Department or the Council as shown below. Responsibility for the installation costs is also outlined:

<i>Type</i>	<i>Installation Cost</i>	<i>Approval Required</i>
Children Playing	Applicant	Council
Deaf/Blind Children	County	Public Works
Hidden Approach	County	Public Works
Deer Crossing	County	Council
Stock Crossing	Applicant	Council
Stock at Large	Applicant/County	Council
Engine Brakes	Applicant	Council

2. If a sign is considered to be to the benefit of the entire community (such as a "Children Playing" sign at a ball diamond), no costs will be borne by the applicant.
3. Requests for signs will only be considered on municipal public roads.
4. The County will encourage any new requests for stock crossing signs to use a portable sign instead.
5. All maintenance costs for public signs are to be covered by the County.
6. Any existing signs, which are no longer required, need approval from Council before their removal.
7. The cost of the 'Stock at Large' signage will be the responsibility of whoever installs the cattle guard.

8. Council may approve the installation of Engine Brake Signs. These signs will read “Please use discretion utilizing engine brakes between the hours of 10:00pm – 6:00 am”. Criteria utilized for evaluating if a sign will be installed will include but not be limited to the following:
  - a) Large Truck Volumes
  - b) Number of Residences in Proximity to Intersection
  - c) Proximity of Residence to Roadway
  - d) Characteristic changes of the road/intersection
  - e) Historical information on Road/intersection – If the road historically had high truck volumes and a residence was constructed beside this road a sign may not be approved for installation.









## Agenda Item Report

### Regular Council Meeting

<b>AIR Type:</b>	Request for Decision
<b>SUBJECT:</b>	Recovery of Taxes
<b>PRESENTATION DATE:</b>	Tuesday, October 22, 2019
<b>DEPARTMENT:</b>	Corporate Services
<b>WRITTEN BY:</b>	Murray Hagan, Director, Corporate Services
<b>REVIEWED BY:</b>	Rick Emmons, CAO
<b>BUDGET CONSIDERATIONS:</b>	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept <input type="checkbox"/> Reallocation
<b>LEGISLATIVE DIRECTION:</b>	<input type="checkbox"/> None <input checked="" type="checkbox"/> Provincial Legislation ((MGA Section 419)) <input type="checkbox"/> County Bylaw or Policy
<b>COMMUNITY BUILDING PILLAR (check all that apply):</b>	
<input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Governance Leadership <input checked="" type="checkbox"/> Fiscal Responsibilities <input type="checkbox"/> Environmental Stewardship <input type="checkbox"/> Community Social Growth	
<b>ATTACHMENTS:</b>	
None	

#### STAFF RECOMMENDATION:

That Council revises the reserve bid for auction for Roll #3904061022 from \$125,000 to \$103,000.

#### BACKGROUND:

At its October 8, 2019 regular meeting, Council passed a motion setting reserve bids, based on appraised values, for four properties eligible for public auction . It was subsequently determined that the appraised value for Roll #3904061022 was incorrect.

The appraised value has been reduced by \$22,000 from \$125,000 to \$103,000. Accordingly, the reserve bid should also be corrected to the revised appraisal value.



## CAO's REPORT

### October 22, 2019

1. The Province of Alberta is currently reviewing funding model for policing in the province, which includes the proposed change to include rural and small urban municipalities contributions to policing. The Province solicited input from municipalities via webinars and survey this Fall. Following participation the Rural Municipalities of Alberta (RMA) conference call on September 23, 2019, Council also indicated the desire to submit a letter to the Minister of Justice and Solicitor General to indicate Clearwater County's support for RMA's written submission dated October 15, 2019 in response to the Police Costing Model Engagement.

The attached letter was signed by the Reeve and sent to Minister Schweitzer and included Clearwater County's situational position and recommendations for ministerial consideration.

2. 2020 Budget Discussions takes place December 11, 12, 13. A Special Meeting of Council to approve the 2020 Budget is scheduled for December 17 at 1:00 pm.
3. Economic Development Update:
  - The Economic Development Officer will attend the Economic Developers of Alberta Ministers Dinner and the Travel Alberta industry Conference.
  - The Next Tourism Business Forum is planned for Thursday, November 7, at the Rocky Mountain House Museum. The Poster has been included. The new tourism map and brochure for David Thompson Country will be rolled out at the Forum.
  - The Central Alberta Tourism Alliance is holding a "Big Ideas" workshop regarding trail usage, development and promotion in Central Alberta.
  - The EDO continues the business visitation program learning about local companies, their industries, and their obstacles and opportunities. This information helps determine some of the actions needed to implement the Economic Development Strategy.
  - The Community Profile is being reviewed and will be posted on the Clearwater County website.

### Upcoming Events

November 5 – Council's Regular Meeting  
November 7 – 'Talking Rural Crime Tour' – Minister of Justice and Solicitor General  
November 7 – David Thompson Tourism Business Forum  
November 11 – Remembrance Day (Clearwater County Offices Closed)  
November 12 to 15 – Rural Municipalities of Alberta (RMA) Fall Convention  
November 20 – CAEP Fall General Meeting  
November 23 – Parade of Lights  
November 29 – Nordegg Open House  
December 2 to 3 – Munis 101 Course  
December 4 to 6 – Budget Discussions  
December 6 – Annual Town/County Christmas Party  
December 6 – Village of Caroline Christmas Light Up  
December 11 – Central AB Mayors' & Reeves' Meeting  
December 11 to 13 – 2020 Budget Discussions  
December 17 – Special Meeting of Council to approve 2020 Budget  
December 24 to 26 – Christmas (Clearwater County Offices Closed)



October 15, 2019

Honourable Doug Schweitzer, Minister of Justice and Solicitor General  
Deputy House Leader  
Office of the Minister  
Justice and Solicitor General  
424 Legislature Building  
10800 - 97 Avenue  
Edmonton, AB  
T5K 2B6

[ministryofjustice@gov.ab.ca](mailto:ministryofjustice@gov.ab.ca)

**RE: Police Costing Model Engagement**

On behalf of Clearwater County Council, thank you for the opportunities to provide input into the Province's plans for future *Police Costing Model*, via webinar and surveys this fall, although we are concerned with the short consultation period. Our Council felt that it was also important to send this letter to indicate our support for the Rural Municipalities of Alberta's (RMA) written submission dated October 15, 2019 in response to the *Police Costing Model Engagement*.

We also wanted to provide you our somewhat unique perspective as a large rural municipality. The *Police Costing Model* proposal presents several dynamics that concern my Council, including: the funding formula not taking into account existing partnerships; the potential to negatively impact local community service levels; the potential to impact the viability of small urban municipalities; and, the lack of understanding of how RCMP funding is collected and allocated.

Within Clearwater County's municipal boundaries there are three urban municipalities (Village of Caroline, Summer Village of Burnstick Lake and Town of Rocky Mountain House) as well as three First Nations communities (Sunchild First Nation, O'Chiese First Nation and Bighorn First Nation). Clearwater County spans over 18,000 square kilometers and touches into the jurisdictions of five RCMP detachments (Rocky Mountain House, Sundre, Rimbey, Breton and Innisfail).

Through existing partnerships with Rocky RCMP detachment and the Town of Rocky Mountain House, Clearwater County currently provides annual funding of approximately \$300,000.00 for 3.5 full-time administrative positions in the Rocky RCMP detachment and 1 full-time School Resource Officer (SRO). The County also employs 4 full-time Community Peace Officers. Over the years, the County has also contributed to capital upgrades of the Rocky RCMP detachment. Of late, we've received operational and capital funding requests from both Sundre and Rimbey detachments.

P.O. Box 550 • Rocky Mountain House • AB • T4T 1A4  
Telephone: 403.845.4444 • Fax: 403.845.7330  
[www.clearwatercounty.ca](http://www.clearwatercounty.ca) • [admin@clearwatercounty.ca](mailto:admin@clearwatercounty.ca)

On top of our funding to enhance Rocky detachment, the County also provides the Town of Rocky Mountain House (\$750K) in revenue sharing, in large part to assist with offsetting the cost of policing to which the County has not funded directly previously. The proposed changes to police funding model requiring a direct contribution from the County may mean the need for amendments to existing agreements to counterbalance the additional costs to County taxpayers.

In order for Council to better understand the *Police Costing Model* proposal, we'd like a more complete picture as to funding of RCMP services in the Province. This includes how First Nations policing is funded and whether additional resources are also being requested of our federal and provincial counterparts.

Council is also worried about the timing of the *Police Costing Model* proposal in midst of the Intermunicipal Collaboration Framework (ICF) development, that in essence could pit urban municipalities against their rural neighbours. We feel this is counterintuitive to the intent of the ICF, and in some cases the *Police Costing Model* itself could very well jeopardize the viability of small urban municipalities.

Clearwater County questions the funding model's use of equalized assessment, as Council sees RCMP service provision as a "people service" and fails to understand how this can be related to equalized assessment. A formula based on population, including transient populations and visitors to a region, would be a more appropriate metric than simply the municipality's ability to pay.

We've heard through the engagement process that additional funds generated by the proposed *Police Costing Model* will go towards improved services and not be used to offset cost for municipalities "over 5000" that are currently funding policing costs in part. Council is supportive of these components of the model. But we are cautious as we know that many detachments have fully funded RCMP positions that are currently sitting vacant, as the number of RCMP members is not sufficient to fill these spots. Enhanced recruitment and retention campaigns are needed, to help ensure the sustainability of RCMP service within rural Alberta.

Thank you for your consideration as part of the consultation process for the *Police Costing Model*. Council respectfully requests that the Province provide municipalities additional assurances that should the *Police Costing Model* proposal proceed that any existing cost-sharing partnerships be considered in the funding formula; that new policing funding dollars collected will flow directly into the rural and small urban communities; and, that resources will be put towards promoting RCMP recruitment and retention in rural Alberta.

Sincerely,



Jim Duncan, Reeve

cc: Clearwater County Council  
Rural Municipalities of Alberta  
Honourable Jason Nixon, Minister of Environment and Parks  
Member of Parliament for Yellowhead, Jim Eglinski  
Honourable Kaycee Madu, Minister of Municipal Affairs

**October 22<sup>nd</sup>, 2019**

**Public Works Report**

**Gravel Roads**

Fall Grader operations are ongoing. Roads are being assessed on a continuous basis. Graders are continuing their efforts on soft areas, areas with washboards, and areas with potholes. Patch gravelling will continue, weather permitting.

**Surfaced Roads**

Painting of "STOP AHEAD" and stop bars, on County surfaced roads is still ongoing.

Crews are still patching any surfaced roads, and, SB-90 dust suppressions requiring maintenance, prior to the winter season.

Hauling of Winter Sand to the North salt storage facility was completed on October 7. Pickling operations began on October 11 and is still ongoing.

Hauling of Winter Sand to the Caroline salt storage facility started October 16 and is still ongoing.

**Maintenance**

Upgrades to the Condor Wastewater Lagoon will have a phase break and continue in the spring of 2020. Work to be completed within 2020 is the installation of the new liner within the lagoon storage cell. Anticipate commissioning of the facultative cell, with upgrades, to be completed in early November 2019.

The Leslieville School grounds wastewater force-main relocation construction project started the week of September 30<sup>th</sup>. Anticipate completion the week of October 30<sup>th</sup>, 2019. In addition, Pidherney's will have hydrovac trucks hauling sewage to the lagoon, throughout construction, so no interruptions are expected.

Construction, for the replacement of bridge structure BF 02232, south of Withrow (SE-28-39-4-W5), is still ongoing. The Withrow Highway, just north and south of the bridge structure, continues to be closed. Anticipate completion by October 30<sup>th</sup>, 2019.

Construction, for the replacement of bridge structure BF 79392, on Twp. Rd. 37-2 west of Stauffer (NW-9-37-5-W5), is still ongoing. Anticipate completion by October 30<sup>th</sup>, 2019.

The annual flushing of the sanitary wastewater lines, within the hamlets of Leslieville, Condor and Nordegg, has been completed.

The installation of wastewater sanitary lines, to the Nordegg Museum and Golf Course Club House, has been completed.

### **Gravel Road Rehabilitation**

Road Re-Hab Crew working on Twp. Rd. 37-2 (Cooper Pit Road) for 3200m is hauling final lift and continues drying and shaping of road surface as weather permits.

Crew on Summer Village of Burnstick Lake project has completed slope improvements. Crew will begin surface rehabilitation and gravelling on Monday.

Crew on Township Road 41-2, west of Hwy 22 (Frisco Pit Road), has approximately 800m of the 1600m project roughed in.

Shoulder Pull Crew on Range Road 5-3, north of SH 598 for 4800m, has completed the project. Clean up dozer has finished trimming ditches along Range Road 5-3 as well. Shoulder pull crew is being mobilized to Summer Village of Burnstick Lake.

### **Beaver Flat Road**

The Beaver Flat Road project includes the Grading and Other Work from Hwy. 12 to approximately 4.5 km north. Howitt Construction Ltd has road surface to grade and passed from Lobstick bridge to north end of project (km 4+600). Top lift gravel has been applied to passed subgrade. Howitt continues to dry and shape first 450m north of Hwy 12. Howitt is addressing deficiencies while drying road.

### **Nordegg**

#### **Manufactured Home Park**

Streetlights for the MHP will be installed later this fall.

Completion testing of installed shallow utilities will take place this fall.

#### **Old Blue Fire Hall**

Staff are continuing to move parts and equipment from the Old Blue Fire Hall to the new Public Works Facility. Demolition of this building is scheduled for next month.

#### **Nordegg Historic Core**

MPE is meeting with Nordegg Staff on Tuesday to review Tender for Historic Core to address issues prior to Tender release.

## Facilities

### **Condor Public Services Building**

Eagle Builders, County staff and contractors are continuing to finish off the electrical and mechanical components, furniture and equipment installation, install security system, landscaping and security fence installation.

### **Nordegg Heritage Centre**

The contractor is continuing to work on renovations on the top floor of the Heritage Centre.

### **Road Bans:**

Order by the Vehicle Weights Committee of  
Clearwater County  
**Highway Order No. 03/19**  
Defining Maximum Allowable Weights Permitted  
On Certain Municipal Roads

Pursuant to the Authority granted by the Minister of Transportation and Utilities under the Traffic Safety Act, the Vehicles Weights Committee orders that effective **8:00 a.m., Wednesday, June 5, 2019.**

#### **Percentage Axle Weights for Highways are:**

<u>HIGHWAY NO.</u>	<u>LOCATION</u>	<u>% AXLE WEIGHTS</u>
Arbutus Rd RR 6-3 & 6-1	From Hwy #11 to Butte Hall Rd	100%
Airport Road Access	From One Mile north of TWP Rd 40-0 to Airport	100%
Alhambra Rd RR 5-4	From Hwy #11 to SH598	100%
Beaver Flats Rd RR 6-0	From Hwy #598 to Hwy #12	100%
Bunch Road Rge Rd 5-4	From Hwy #598 North to Twp Rd 40-0	100%
Burnstick Lake Rd RR 6-3	From Hwy #54 to 9 km South	100%
Caroline North RR 6-1	From Hwy #54 North 10.5 kms to Butte Hall Rd Twp Rd 37-3	100%
Caroline South Rd RR 6-1	From the Village of Caroline South to extension of #587	100%
Cougar Ridge Twp Rd 38-5	From Hwy752 East ¼ mile Cougar Ridge Access Rd & Subdivision	100%
Crammond Rd TWP RD 35-4	From Hwy #22 East for 8 km	100%
Everdell Rd RR 7-3	From Prairie Creek (Hobbs) Road North to Hwy #752	100%
Golf Course Rd TWP RD 39-5	From Hwy #11A East to the golf course	100%
Greenwood Way, Cul-de-sac	Gravel-Greenwood Way entrance off RR 6-4 – Entire Cul-de-sac	50%
James River Rd RR 5-3	From James River Store on Hwy #587 South to Bridge	100%
Old Dovercourt Rd	From Hwy #11 for 1 km South RR 7-1 & East TWP RD 39-0	100%
Oras Rd RR 6-3	From Junction Hwy #11 North to Hwy #12	100%
Rainbow Ford Rd TWP RD 39-3	From Town/County Boundary East to the Taimi Road	50%
Red Deer River Access Rd	From County Boundary West for 10 km	100%
Wall Street Rd RR 4-3	From Hwy #11 South to County Boundary	100%
Withrow Rd RR 4-3	From Hwy #11 to Rainy Creek Road	100%
Dead End Gravel Road TWP RD 40-4	Gravel - From NE Corner of 20-40-8-W5 West to end of road	50%

This order remains in effect until further notice.

### **Erik Hansen, Kurt Magnus, Directors, Public Works**



## Agenda Item Report

### Regular Council Meeting

<b>AIR Type:</b>	Delegation
<b>SUBJECT:</b>	11:30 am John Badduke - Request for Letter of Support for Cap on Mobile Home Sites Rent Increases
<b>PRESENTATION DATE:</b>	Tuesday, October 22, 2019
<b>DEPARTMENT:</b> <b>WRITTEN BY:</b> <b>REVIEWED BY:</b>	Tracy Haight, Executive Assistant Rick Emmons, CAO
<b>BUDGET CONSIDERATIONS:</b>	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept <input type="checkbox"/> Reallocation
<b>LEGISLATIVE DIRECTION:</b>	<input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation <input type="checkbox"/> County Bylaw or Policy
<b>COMMUNITY BUILDING PILLAR (check all that apply):</b>	
<input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Governance Leadership <input type="checkbox"/> Fiscal Responsibilities <input type="checkbox"/> Environmental Stewardship <input type="checkbox"/> Community Social Growth	
<b>ATTACHMENTS:</b>	
<a href="#">J. Badduke Presentation</a> <a href="#">Minister Response to J Badduke</a> <a href="#">MHS Rent Comparisons</a> <a href="#">MHSTA Consumer Tips</a> <a href="#">AUMA 2019 Resolution Mobile Home Sites Tenancy Act</a> <a href="#">Media Articles</a>	

#### STAFF RECOMMENDATION:

That Council receives John Badduke's 'Request for Letter of Support for Cap on Mobile Home Sites Rent Increases' for information as presented.

#### BACKGROUND:

John Badduke, resident of Leslieville, will attend Council to voice his concerns with rent increases to mobile home sites and request a letter of support from Council to encourage the Provincial Government to limit or cap rental pad increases.

## TRAILER PARKS

Frist off my name is John Badduke I'm from Leslieville. I'm doing a petition for mobile home trailer parks to regulate the increases on renting a pad. A cap would be nice while the government looks into things as well as a freeze. This is province wide because it's happening province wide the change of ownership and the high rental fees for trailer lots. There are no regulations on rent increases it can be any amount. It can be as low as \$20 & as high as \$200. A trailer park in Joffre recently bought & THERE RENT WENT UP \$200. This would cause great hardship for some. If we had regulations like B.C. this wouldn't happen. For eg: In B.C. 2.5% was allowed for an increase in 2019. Lets say the lot rent was \$400 at 2.5% that would be \$10. Much happier tenants, they can keep up with that min. wage, fixed income etc.

The other big problem is there is no cap on high lot rents can go. Already in Calgary at the Red Carpet Trailer Park it's at \$1,300 mn. & in 2016 the Blackfoot trailer park was \$980 mn. wouldn't return my calls for an update. In Red Deer Northlands in 2016 went up to \$778 mn. & ARE NOW AT \$825 mn. with free cable & WiFi. Northlands had 7-9 properties all bought by some people from Florida. Don't know if they were all trailer parks. Benalto was also bought up by Americans. In Sherwood park again the Americans have bought most up. B.C. & people from down south Calgary way. I'm sure they're enjoying our lack of regs. on rent increases. No one caring or giving any consideration to the tenant, home owner. What have they done to the value of our homes as well as being able to afford to live there anymore for some.

So with such a wide range of lot rents in the province & the high being \$1,300 mn. Which I don't want to see here. I suggest that the cap be set by your M.L.A. riding. The cap could be reviewed every so many years. Pinewoods being the high in the county & I think it's the high for his riding. We will be at \$600 mn. by this time next year that would be a cap for the riding. This wouldn't make a lot of people happy but it's probably the best we could expect. When will the increases stop? This is not helping our local economy. We have little to no expendable income left to support local business.

In 2016 when we were bought by Ross Web from Abbotsford B.C. He asked us to reply if we had any concerns about the increases from \$400 mn. to \$450 mn. His reply was that Pinewoods was not at market value & until it was the increases would keep going up as they were until it reached market value & then the increases would be smaller. So what would be market value? \$1,300 maybe \$825 mn. I don't know & I'll bet you don't. He told one tenant that it was going to \$600 mn. Is that market value? I don't feel like waiting to find out. I gave this information to the government in 2016 & told them they already had affordable housing & all they had to do was regulate the increases. How the private sector was forcing all the affordable housing on the government. People have to go somewhere. eg: Westview Lodge the taxpayer pays. They might be some of the same people that own trailer parks & get the contracts to build affordable housing. Who knows.

So you think these guys are shooting themselves in the foot. Most people out there own their trailer. As the rent increases & they fall behind. They end up evicted for back rent. Trailer park takes possession of the trailer, sell it for back rent & they have their renter back. This can go on



#### TRAILER PARKS

forever. This brings up another part of the problem. How can anyone sell their trailer with high pad fees & competing against trailers that have been taken over by the trailer park for back rent. Banks make it harder to qualify for a mobile home than a car or a 5th wheel trailer.

My wife & I made an investment in a trailer park like a lot of other Albertans. This was to help out with retirement. It turns out it's more like a nightmare. In our case we had two lived in one & rented the other. When we got word rent would be going to \$600 mn. & beyond we knew that we had to get one out of there. If we didn't & the rental went empty for long we could lose everything. So we bought land in Leslieville. So in the end \$100k later & a 15 year mortgage to get payments low enough to absorb future rent increases. All this to try & save something of my life's work to leave a little something for my three daughters. This took the bulk of our T.F.S. Which was also to help with our retirement. So we moved out at great cost. Some one else moved out, one burnt down & I think there was one or two empty pads. You would think this would show him that he needed to rethink what he was doing. But desperate time calls for desperate measures. Again how do you sell your trailer? They find trailers sitting in a rancher's field pick it up for a song & a dance. The pads were all full by the end of the summer. People will always find a way to put a roof over their heads.

Trailer parks used to be a good place to get started a place for less fortunate. We can't all work in oil & gas. While collecting signatures for the petition I met many that got their start there. We are all disappointed that it is gone now, the opportunity is no longer there for their children or their parents. Young people are leaving & going to Sylvan Lake & Red Deer WHERE THERE IS WORK & APARTMENTS FOR \$750 MN.

When I looked at the high rents in Sherwood Park & the high tax assessment of \$169k for this one trailer & the person was happy about it. I could tell her that she was paying too much taxes for her trailer & that there wasn't a chance of getting \$169k for it. A person would have to have very deep pockets to cover a \$169k personal loan, pay taxes & all the rest of it. People just don't see the end game. I they did we would be fighting in the streets. I knew most of this back in 2016. I was making noise then & I wasn't the only one in the province. It went no where. I was told I was the only one concerned. But there was other making noise in the province. So this time I would like to make lots of noise with your help. Together with my petition & a possible letter from you to encourage our MLA Jason Nixon to pressure his colleague's for regulation on increases & a cap on lot fees. I asked for a freeze because the government tends to move slow. This would just give more time for park owners to up rents. If you can come up with a better way to get more bang for the buck I'm open to suggestions. Pinewoods has lots of history maybe some of you know some of it. Maybe he needs this kind of lot rent. Maybe he didn't do his homework. Maybe he paid too much for his lack of homework. Maybe we were sold too many times while others made money with none of the big problems looked after. All that I know is that the people of PINEWOODS ARE LEFT PAYING THE BILL! They have big plans at Pinewoods they have built 3 new pads starting the rent at \$565 mn. They also have plans to change the compound into another 15 pads. So with all that extra income do you think that will be a benefit to us we won't see anymore increases I think not.

Thank You JOHN BADDUKE





ALBERTA  
SERVICE ALBERTA

*Office of the Minister  
MLA, Calgary-Varsity*

**JUL 14 2016**

AR29932

Mr. John Badduke  
RR4 Site 139 Box 14  
Rocky Mountain House, AB T4T 2A4

Dear Mr. Badduke:

My colleague, Robyn Luff, MLA for Calgary-East, forwarded your correspondence regarding rent increases for mobile home sites. As Minister of Service Alberta with responsibility for the *Mobile Home Sites Tenancies Act* (MHSTA), I appreciate the opportunity to provide the following information.

I am sorry to hear of the difficulties you have encountered during your tenancy. The MHSTA applies to tenants who own mobile homes and rent a mobile home site from a landlord. Currently, there are no restrictions on the amount that a landlord can increase rent; however, there are rules governing how often this can happen.

Landlords cannot increase the rent under a fixed-term (a tenancy with a specific end date) or periodic (for example, month-to-month) tenancy agreement until at least one full year (365 days) has passed since the start of the tenancy or the last rent increase, whichever is later. If the 365th day occurs during a fixed-term tenancy, the landlord cannot increase the rent until the tenancy agreement ends.

The MHSTA also requires a landlord to provide a periodic tenant with at least 180 days' notice before the date that the rental increase takes effect. I have forwarded your concerns to our Consumer Investigations Unit who will follow up with you regarding your landlord's alleged violations of the MHSTA.

As you may know, MLA Luff introduced Private Member's Bill 202: *Alberta Affordable Housing Review Committee Act* in the Legislative Assembly this spring. This Private Member's Bill passed second reading on April 11, 2016. The main purpose of the Bill is to strike a committee to produce a report on the accessibility and affordability of housing in Alberta. Among the issues the committee could consider include rent regulation, rent subsidies, security deposit limits, mobile and manufactured homes, and supporting affordable home ownership. For updates on the status of the Bill, please visit [www.assembly.ab.ca](http://www.assembly.ab.ca).

.../2

103 Legislature Building, 10080 - 97 Avenue, Edmonton, Alberta T5K 2B6 Canada Telephone 780-422-6880 Fax 780-422-2496

*Printed on recycled paper*

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Mr. John Badduke  
Page 2

Our government understands the importance of affordable housing and is committed to ensuring there is a stable rental market that accommodates the needs and budgets of Albertans. I can assure you that we will be exploring new and innovative ways to increase affordable housing in our province.

Sincerely,

A handwritten signature in black ink, appearing to be 'S. McLean', with a long horizontal flourish extending to the right.

Hon. Stephanie McLean  
Minister of Service Alberta and Status of Women

2016 Bill 202

Second Session, 29th Legislature, 65 Elizabeth II

THE LEGISLATIVE ASSEMBLY OF ALBERTA

**BILL 202**

**ALBERTA AFFORDABLE HOUSING REVIEW  
COMMITTEE ACT**

MS LUFF

First Reading .....

Second Reading .....

Committee of the Whole .....

Third Reading .....

Royal Assent .....

*Bill 202*  
*Ms Luff*

## **BILL 202**

2016

### **ALBERTA AFFORDABLE HOUSING REVIEW COMMITTEE ACT**

*(Assented to , 2016)*

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

#### **Definitions**

**1** In this Act,

- (a) "Committee" means the Alberta Affordable Housing Review Committee established under section 2;
- (b) "Minister" means the Minister determined under section 16 of the *Government Organization Act* as the Minister responsible for this Act.

#### **Alberta Affordable Housing Review Committee**

- 2(1)** The Lieutenant Governor in Council shall establish a committee called the "Alberta Affordable Housing Review Committee" consisting of no fewer than 3 members and shall designate one of the members as chair.
- (2)** The Lieutenant Governor in Council may prescribe the term of office of any member of the Committee.
- (3)** In the absence of the chair at a meeting of the Committee the members present shall appoint a member to preside at that meeting.
- (4)** The Committee may make rules governing the calling of and conduct of meetings of the Committee and any other matters pertaining to its business and affairs.

(5) A majority of members of the Committee then holding office constitute a quorum at a meeting of the Committee.

(6) The Minister may provide to the Committee at no cost to it any supplies and the services of employees of the Government under the Minister's administration to carry out any work that in the opinion of the Minister may reasonably be required by the Committee to enable it to perform its functions under this Act.

### **Report**

**3(1)** Within 9 months of the date on which all members of the Committee are appointed, the Committee shall prepare and submit to the Minister a report on the accessibility and affordability of housing in Alberta, which must include any recommendations of the Committee for improving the access of all Albertans to safe, appropriate and affordable housing.

(2) The report must include, but is not limited to, a review of the following subject areas and any related recommendations of the Committee:

- (a) rent regulation;
- (b) rent subsidies;
- (c) security deposits;
- (d) affordability of rental rates including rates for the rental of mobile home sites;
- (e) affordability of home ownership and mechanisms to support affordability.

(3) On receiving a report under subsection (1), the Minister shall lay a copy of the report before the Legislative Assembly if it is then sitting or, if it is not then sitting, within 15 days after the commencement of the next sitting.

### **Public meetings**

**4** In preparing the report under section 3, the Committee shall conduct meetings with individuals and organizations with experience relating to and interest in the subject matter of the report, including representatives from the following groups:

- (a) landlords;

- (b) tenants;
- (c) home builders;
- (d) housing organizations.

**Remuneration and expenses**

**5 The Lieutenant Governor in Council**

- (a) may prescribe the rates of remuneration payable to members of the Committee other than those who are employees of the Government, and
- (b) may authorize the payment of travelling and living expenses for members of the Committee while outside their normal place of residence in the course of performing their duties.

**Coming into force**

**6 This Act comes into force on Proclamation.**



Mr. John Badduke  
Page 2

Our government understands the importance of affordable housing and is committed to ensuring there is a stable rental market that accommodates the needs and budgets of Albertans. I can assure you that we will be exploring new and innovative ways to increase affordable housing in our province.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. McLean', with a long horizontal flourish extending to the right.

Hon. Stephanie McLean  
Minister of Service Alberta and Status of Women

Mustang Acers \$323. - 590 2016 \$625 - C40  
 North Lands \$1778 2016 \$825. Free cable & Wi-Fi  
 Waskasoo 2019 \$465.  
 Pinewoods Estates \$400 2016 \$550 2019  
 Getz \$325 2016 \$425 2019  
 Town Center \$350 2016. \$410.00 Dec. 2018  
 Black Foot Calgary \$980.00 2016  
 Westerner Mobile Home Rocky \$85.00 2016 \$36000 2019  
 Southside \$310. 2016 \$340 2019  
 Old Kilian \$405 2016 \$525 2019

Evergreen \$400 Jan 2020 42000 \$38000 2016



*Old Kilian*

PRESTIGIOUS PROPERTIES

July 5, 2017

### WELCOME LETTER & RENT INCREASE

This park is under new management as of July 5, 2017. We welcome you to this well located park in beautiful Rocky Mountain House, AB close to the river valley, all city amenities and of course, the majestic Rocky Mountains.

**Please make all rent cheques payable to Fireside Property Group starting August 1, 2017.**

As new owners, we strive for impeccable property management. You will soon see new signage and a new name for the property. We will enforce the (new) rules and aim to make the place more desirable to live in.

Rent is due on the 1<sup>st</sup> of the month, not the 5<sup>th</sup> or the 15<sup>th</sup>. There will be a \$50 late fee and a further \$10/day late fee after 3 days. This will be enforced September 1, 2017 to give you some time to get used to it. As a reward, for the next 5 months, up to and including December 1<sup>st</sup>, we will draw a winner from all tenants that pay on the 1<sup>st</sup> as follows:

1st prize: \$100 gift certificate for Boston Pizza

2nd prize: \$50 gift certificate for Boston Pizza or Tim Horton's.

3rd prize: \$20 gift certificate for Tim Horton's

After that, we will do a monthly draw for a \$50 gift certificate for Boston Pizza until further notice.

The park manager will soon distribute the new park rules. We want to ensure that you have a safe and enjoyable environment. Loud noise, illegal activities or trash all over the place will not be tolerated. Currently, Helen Charney, will act as your park manager. She can be contacted at (780) 902-4632.

**RENT INCREASE NOTICE:** Effective February 1, 2018 your rent will increase to \$525 per month.

***As such, this letter is also your formal rent increase with 6 months notice under the Mobile Home Sites Tenancy Act that is available online, from Fireside Property Group or from the park manager on request.***

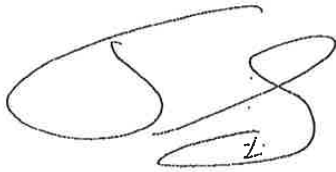
We understand that this may cause hardship for some. As such, we are prepared to reimburse up to \$3,500 towards moving costs should you decide to move your home to our mobile home park in Eckville, Alberta a short 40 km down the road towards Sylvan Lake. Please contact us if this is of interest to you, as rents there are only \$425/month in a newer, more spacious park.

We may, in time, install a debit card payment system so you can pay rent via credit or debit card. Until that is implemented, we prefer cheques or money orders (but not cash). The best method is post-dated cheques. There will be a \$60 charge if the cheque is returned due to non-sufficient funds (NSF) or other reasons. An NSF fee of \$60 plus a \$50 late fee plus \$10/day after 3 days can easily mushroom into \$200 or more.

Please forward any suggestions for improvements or enhancements to the park manager.


We welcome you.

Thank You + Yours Sincerely,



---

Thomas Beyer, President  
Prestigious Properties Group



---

Keith McMullen, President  
Fireside Property Group

Fireside Property Group  
515 808 4 Avenue SW  
Calgary, AB T2P 3E8  
403-228-4303  
info@firesidepropertygroup.com

Prestigious Properties  
#912, 743 Railway Avenue  
Canmore, AB T1W 1P2  
403-678-3330

LAKELAND VILLAGE Sherwood Park

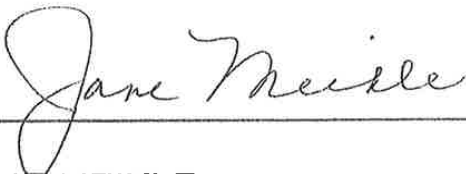
July 2019

NOTICE OF RENT INCREASE

I give you notice that the rent for premises at Lakeland Village Lot #  
1300, is increased by \$25.00 (Twenty-five dollars) each month.

The new monthly rent will be \$ 525.00 beginning on the 1st day of  
February, 2020. This is at least six (6) months from the date of  
receiving this notice. We will still offer a \$10.00 discount if rent is paid on or  
before the first of each month, (as long as the rent is current).

DATED THIS 29th DAY OF JULY, 2019



JANE MEIKLE

LAKELAND VILLAGE  
464-4649

**# 525 - 620**

# Sherwood Park

## RENT COMPARISON FOR OTHER MOBILE HOME PARKS

WESTVIEW VILLAGE	\$696. - 756.
PARKLAND VILLAGE	\$670. - 730.
EVERGREEN	\$665. - 710.
MAPLE RIDGE/OAKRIDGE	\$699. - 715.
JUBILEE	\$580. - 650.



## Rent Increases

Landlords can only increase the rent once in a 12 month period by an amount permitted by law or an additional amount approved in advance by an arbitrator – they need to use the right form and give the tenant three full months' notice of the rent increase.

- See more details by clicking [here](#).

A rent increase for a tenant with a fixed-term agreement (lease), who is remaining in a rental unit, is limited to the maximum annual allowable amount and can only be increased once every 12 months. Rent can no longer be increased above that amount between tenancy agreements with the same tenant.

Landlords are no longer able to apply for an additional rent increase on the basis that the rent is significantly lower than other similar rental units in the same geographic area.

## Rent Increase Calculator

What are the rules about rent increases in B.C.? How much can landlords increase rent by in B.C.? Use the rent increase calculator and get information about rent increases for landlords and tenants.

[Rent Increase Calculator](#)

## Solution Explorer

See how tenancy law applies to your situation. Use the Solution Explorer to find helpful information, resources and template letters specific to your tenancy problem. Find out what you need to resolve your dispute and whether you may have a valid dispute resolution claim or if you need to take additional steps.

- [Learn more about the Solution Explorer](#)

[Start Solution Explorer](#)

## Maximum Allowable Rent Increase

The landlord may only increase the rent 12 months after the date that the existing rent was established with the existing tenant(s) or 12 months after the date of the last legal rent increase, even if there is a new landlord or a new tenant by way of an assignment.

The maximum allowable rent increase is defined as the 12-month average percent change in the all-items Consumer Price Index for British Columbia ending in the July that is most recently available for the calendar year for which a rent increase takes effect.

For example, if a rent increase takes effect in 2020, the maximum allowable rent increase is the 12-month average percent change in the all-items Consumer Price Index for British Columbia ending in July 2019.

BC Stats publishes the 12-month average percent change in the all-items Consumer Price Index for British Columbia:

- [Twelve-month averages and percent change \(XLSX\)](#)

The limits for residential tenancies and manufactured home park tenancies are different.

- For residential tenancies, the standard allowable rent increase for 2020 is 2.6%
- For manufactured home park tenancies, the standard allowable rent increase for 2020 is 2.6% plus a **proportional amount for the change in local government levies and regulated utility fees**

Subsidized housing, where rent is related to the tenant's income, is not subject to rent increase laws. In these cases, the Residential Tenancy Branch does not have the authority to make decisions on rent increases. Tenants who have questions about rent increases for subsidized housing should discuss it with the housing provider.

The rent increase cannot be more than the amount calculated using the allowable increase percentage. This means a landlord can't round up when calculating the allowable increase. For example, if the base rent is \$1,100 and the maximum allowable increase is \$28.60 the landlord can issue a Notice of Rent Increase for a new rent of up to \$1,128.60, but not \$1,129.00

Find out what's involved with the different types of rent increases:

- [Standard rent increase](#)
- [Proportional amount rent increase](#)
- [Additional rent increases](#)

## Previous Maximum Rent Increases

The following table outlines the maximum allowable rent increases for the past few years:

Year	Maximum Allowable Rent Increase
2019	2.5%
2018	4.0%
2017	3.7%



Rent Increases - Province of British Columbia

2016	2.9%
2015	2.5%
2014	2.2%
2013	3.8%
2012	4.3%
2011	2.3%
2010	3.2%
2009	3.7%
2008	3.7%
2007	4.0%
2006	4.0%
2005	3.8%

- Landlords may not retroactively apply a rent increase. If a landlord did not issue a rent increase in the previous year, or issued a rent increase that was less than the amount allowed by law, they cannot later apply a rent increase to catch up.

## Unlawful Rent Increase

A tenant does not have to pay an increase that is higher than the amount allowed by law. Instead, the tenant can give the landlord documents showing the allowable amount or [apply for dispute resolution](#) asking for an order that the landlord comply with the law, as long as the increase wasn't granted through dispute resolution.

- [Tenant's Application for Dispute Resolution \(PDF\)](#)

The tenant may deduct from future rent any overpayment – only if the tenant has already paid an increase higher than the legal amount. The tenant should attach a note to the rent to explain the reason for not paying the amount that the landlord has asked for.

*The content on this website is periodically reviewed and updated by the Province of British Columbia as per the date noted on each page: September 4, 2019.*

[Contact the Residential Tenancy Branch](#)

## 2.6% is the 2020 Allowable Rent Increase

**Residential tenancy** rent increases that take effect in 2020 are allowed to a maximum of 2.6%.

**Manufactured home park tenancy** rent increases that take effect in 2020 are allowed to a maximum of 2.6% plus a proportional amount.

- Learn more about [rent increases](#)
- 

## Laws and Regulations

B.C. tenancy laws set limits for annual rent increases.

- [Residential Tenancy Regulation \(External Link\)](#)
- [Manufactured Home Park Tenancy Regulation \(External Link\)](#)

## Forms

- [Notice of Rent Increase - Residential Rental Units \(PDF, 1.7MB\)](#)
- [Notice of Standard Rent Increase - Manufactured Home Site \(PDF\)](#)
- [Notice of Rent Increase - Manufactured Home Site \(fillable version\) \(PDF, 2.2MB\)](#)
- [Application for Additional Rent Increase \(PDF, 1.9MB\)](#)
- [Tenant's Application for Dispute Resolution \(PDF\)](#)
- [All tenancy forms](#)

## CONSUMER TIPS

Landlords and tenants must inspect the site within one week before or after a tenant takes possession of the site and within one week before or after a tenant moves off the site.

- The site should be vacant when the inspections take place, unless the landlord and tenant agree otherwise.
- The landlord and tenant should inspect the mobile home site together and make note of the condition of the site. However a landlord can conduct the inspection without the tenant being present if the tenant has refused or did not attend.
- The law requires that certain statements must be included in the inspection report. For more information, see the Mobile Home Sites Ministerial Regulation.
- Both parties must sign the completed inspection reports and the landlord must give the tenant a copy of both the move-in and move-out inspection reports.

### What if the mobile home site is not ready?

If the mobile home site is not ready on the first day of the tenancy agreement, the tenant may cancel the agreement. Another option is for the tenant to apply to court to order the landlord to live up to their agreement. The tenant may also sue the landlord for damages if the site is not ready on time.

### LIVING THERE

The *MHSTA* sets out requirements for both landlords and tenants which will apply during the term of the tenancy. The following section addresses these issues.

### Rent increases

Landlords cannot increase the rent paid by a tenant under a fixed term or periodic tenancy agreement until a minimum of one year (365 days) has passed since the last rent increase or since the start of the tenancy whichever is later. If the 365th day occurs during the term of a fixed term tenancy the landlord cannot increase the rent until the tenancy agreement ends.

In addition, no rent increases are permitted for either periodic or fixed term tenants if a tenant is served with a notice to terminate because the premises are being converted to condominiums or to obtain vacant possession for other land uses.

There are no controls over the amount by which the landlord may raise the rent, but there are requirements for how much notice a landlord must give to a tenant prior to a rent increase. A landlord is required to give a periodic tenant at least 180 days written notice of a rent increase.

### Changing tenancy rules and increasing fees Increases to fees

A landlord must provide a tenant with notice of any increase to fees, charges or assessments that were agreed to at the beginning of the tenancy.

Tenants in mobile home parks must be given 180 full days notice of any increase in fees. Tenants who rent sites that are not in a mobile home park, must be given 90 full days notice.

### Changes to tenancy rules

Landlords have the right to change the rules that tenants must follow. However any changes must be fair and not greatly change the tenancy agreement. Tenants must be given reasonable written notice of

**AUMA Resolution 2019. A13**

**Town of Okotoks  
Town of Hinton**  
Mobile Home Sites Tenancy Act

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**WHEREAS** the *Mobile Home Sites Tenancy Act* sets out the rights and responsibilities that apply to people who own a mobile home and rent the mobile home site (pad) from a landlord;

**WHEREAS** Service Alberta is responsible for the enforcement of the *Mobile Homes Sites Tenancy Act* and Regulations;

**WHEREAS** mobile home tenants have limited options for obtaining solutions to ongoing issues regarding targeted rent increases, safety and accessibility within the mobile home parks;

**WHEREAS** mobile home tenants' quality of life, including economic and social impacts, may be at risk through a municipality enforcing mandatory improvements to the property owned by mobile home landlords; and

**WHEREAS** a municipality has limited authority or tools to effectively manage quality of life and safety issues arising between mobile home park landlords and tenants; and

**WHEREAS** Service Alberta offers binding mediated resolution services only to regular landlord and tenant disputes under the Residential Tenancies Dispute Resolution Service;

**IT IS THEREFORE RESOLVED THAT** the AUMA urge the Government of Alberta to conduct a review and amend the *Mobile Home Sites Tenancy Act* to offer Residential Tenancies Disputes Resolution Services to mobile home site residents, to prohibit the potential practice of "economic eviction" of residents by defining such targeted rental increases as an offence and address the quality of life and safety of mobile home park tenants.

**BACKGROUND:**

In 2016, the Town of Okotoks submitted an AUMA resolution regarding an amendment to the *Mobile Home Sites Tenancy Act* to offer Residential Tenancies Disputes Resolution Services (RTDRS) to mobile home park residents. This resolution was passed, but saw a limited response from the Government of Alberta over the last three years.

Residents of mobile home park sites across Alberta should be afforded the same binding mediation services as offered to other landlord/tenant situations to bring effective and efficient resolution to tenancy issues. The Residential Tenancies Dispute Resolution Services is a free service offered under regular tenancy/landlord disputes where a tribunal can make decisions and issue a binding order that is filed at court. This service should be offered under the MHSTA also.



The *Mobile Home Sites Tenancy Act* is in dire need of a substantial review or revision to provide for more protections and address safety concerns for tenants. Through the Act, municipalities have the authority to create Advisory Boards to educate and advise landlords and tenants on rental practices, rights and remedies; and to mediate disputes. The Act does not provide municipalities authority to enforce reasonable solutions to disputes that support the safety and quality of life of the mobile home site tenants, who may have limited income or alternate housing options.

Municipalities therefore have no levers to create remedies to issues that are sometimes decades old, and are unable to effectively support tax paying citizens living within municipal jurisdiction. This is a problem that affects numerous municipalities across Alberta—and is a problem in need of immediate provincial attention through dialogue with the AUMA.

**AUMA Comments:**

AUMA members adopted a resolution on the same issue in 2016, which expires this year. In response to AUMA's advocacy, the previous government indicated that it was considering expanding the reach of the Residential Tenancy Dispute Resolution Service to mobile home site tenants, and to prohibit the practice referred to as "economic eviction". However, it is not known if the current government is willing to do the same. The current resolution provides the opportunity for AUMA to re-profile this issue and learn about the current government's position on this issue.



FEATURED



Edmonton's police chief says a peaceful resolution was the best way to end Monday's climate protest



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Toronto Raptors star Kyle Lowry signs one-year extension



LIVE @ 7 ET/4 PT: Election 2019 federal leaders' debate

## More support needed for mobile home owners: MLA

Sean McClune, CTV News Edmonton

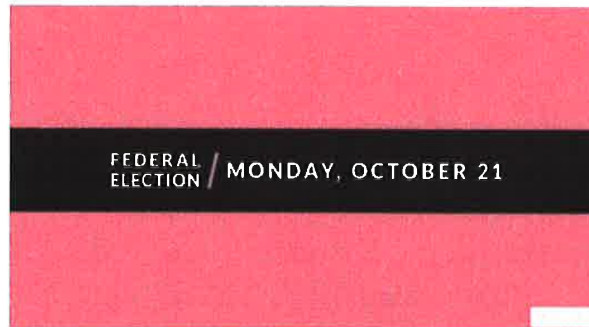
Published Thursday, June 13, 2019 3:53PM MDT

An Edmonton MLA says the [Mobile Home Sites Tenancies Act](#) is not being enforced properly and needs to be reviewed.

Jon Carson, MLA for Edmonton-West Henday, called on the provincial government to review the Act so that changes that would effect 30,000 Albertans could be made.

He specifically called for a landlord/tenancy resolution board to be formed, regulations to enforce property maintenance, and caps on rent increases to prevent homeowners from being priced out of their own homes.

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### Ways you can vote

Can't vote on election day? Elections Canada offers early voting options.



**Jon Carson**  
@JonCarsonNDP

On June 10, I stood in the legislature to call on this government to address the crisis facing mobile home owners across Alberta.

The Mobile Home Sites Tenancies Act is regularly violated and more than 30,000 Albertans are being left behind.[#ableg](#)

10/7/2019

More support needed for Alberta mobile home owners: MLA | CTV News



4 12:31 PM - Jun 11, 2019

[See Jon Carson's other Tweets](#)

"They bought these properties several years ago, they've worked their entire lives to be able to pay off these homes, and they are being priced out of their own homes," Carson told CTV News Thursday.

The way that mobile home sites traditionally work is that a person would buy a mobile home that already exists in a mobile home park much like a house or condo is purchased.

Then the person pays pad rent to the mobile home park in addition to their payments for the home they just bought—sometimes paying more for the pad rent than their monthly payments for their new home.

Currently, the MHSTA offers no protections to tenants in regards to pad rent caps or rent increases outside of frequency and notice of increase.

It also does not offer any type of resolution board to settle disputes between landlords and tenants, which is available to people who rent traditional residences.

MLA Carson added that the response from his video of his member statement has elicited responses from across the province from people who feel that these concerns have not been addressed for far too long.

In a statement to CTV News Edmonton, Service Minister Nate Glubish said, "We know that mobile home tenants and landlords have different concerns than those living or owning other residential property. Our UCP government are listening to those concerns and take them seriously."

Glubish added the NDP refused to address the issue during their four years in government and says he welcomes a discussion with the NDP about the concerns that have been raised.

**TOP STORIES**



**Trial begins for father accused of murdering 19-month-old son**

Joey Crier has pleaded not guilty in the death of his 19-month-old son Anthony Joseph Raine.



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**MOST WATCHED**



Calgary

## Only way out is bankruptcy, says resident after fee increase at Calgary trailer park



"We're currently the most expensive pad rent in Canada'

Sarah Rieger · CBC News · Posted: May 10, 2018 9:00 AM MT | Last Updated: May 10, 2018



Residents at the Calgary Village trailer park say fee increases have become unsustainable. (Justin Pennell/CBC)

Residents of a southeast Calgary trailer park held a rally Wednesday to protest what they say has been a 30 per cent increase in rent over the past three years.

"I'm stuck here, the only way out is for me to go bankrupt," said David Bull, who has lived at Cove Communities Calgary Village mobile home park for 12 years and owned for 11.



"We're currently the most expensive pad rent in Canada."

Bull said his rent for his lot has nearly doubled over the past decade, making for sky-high monthly costs when combined with his mortgage, and for many seniors, the increases have outpaced their pension cheques.



Chuck Thompson said the lot rent increases are becoming unsustainable for many of the mobile home residents. (Justin Pennell/CBC)

Residents said costs have risen as high as \$1,075 or \$1,250 for some, who had been paying as low as \$650 or \$850 just a few years before.

"This is not affordable living, this is not affordable housing by any means."

Bull said those wanting to buy a property have to pay \$300 as an application fee, and must be approved by the company before they can buy. A nearby trailer park charges just \$450 for each pad, residents said. And many of the homes are decades old, meaning they can't be moved and would have to be sold on location.

"It's just greed, that's all it boils down to is just greed."

# MLA pushes for changes to how mobile home parks are governed

Robyn Luff says people are being forced out of their homes with little recourse

Drew Anderson · CBC News · Posted: Jan 25, 2019 3:31 PM MT | Last Updated: January 25



Calgary-East MLA Robyn Luff wants more protections for mobile home owners. (Robyn Luff/Facebook)

comments 

A Calgary MLA is going after the government to try to force changes to the way mobile home parks are regulated.

Robyn Luff, who was booted from the NDP caucus last year, says there aren't sufficient protections for those who own homes in the parks.

"The real crux of it is if you have a problem with your landlord, you have no recourse if you're being treated poorly other than to go to court," the Independent MLA said.

"So if they won't fix the problem — so say there's water pooling under your home ... the law says they have to fix that. They have to ensure that the pad is safe for your home. But if you don't have the money to hire a lawyer to take often a multi-million-dollar company to court, you are stuck."

## Letter to the minister

Luff, who represents the riding of Calgary-East, sent a letter to Service Alberta Minister Brian Malkinson on Thursday outlining her concerns and asking for changes.

She wants mobile home park residents to be able to access the Residential Tenancies Dispute Resolution Service — an arbitration mechanism available to those who rent a house, condo or mobile home.

Luff wants protections against high pad rental increases, as well as a review of the Mobile Homes Sites Tenancies Act, something she said the government has indicated it doesn't have time for.

"I don't think it's a ton of work, and it baffles me why they continue to not do it," she said. "Because they had time to develop Calgary Flames and Edmonton Oilers licence plates, but they didn't have time to do this. Really, it blows my mind that that's a thing."

## Government response

Malkinson was unavailable on Friday afternoon but a government spokesperson emailed a statement attributed to him.

"Our government takes consumer protection extremely seriously, and that's why we've strengthened laws to better protect consumers — whether they're buying a car or a condo," it reads.

"We're always open to ways we can improve legislation and continue to make life better for all Albertans. We're currently in the process of examining low-cost, remedial measures for tenants seeking additional options to resolve tenancy related matters. This important work is ongoing."

## Pass work to committee

The Calgary MLA says she's heard stories of people walking away from their homes because they can no longer afford to stay in them. She feels the issue needs to be urgently addressed so more people

aren't affected.

She also says it's difficult to sell or move a mobile home, so residents often feel trapped.

In May of last year, residents at the Calgary Village mobile home park in the southeast held a rally to protest what they said were sharply rising pad rents.

If the government doesn't have time to conduct a review of the legislation, Luff suggests the work be passed to an all-party committee in the legislature.

Since 2016, the Alberta Urban Municipalities Association has been calling for the government to offer dispute resolution services for mobile park residents and to bar drastic pad rental increases.

Letters from then-minister of Service Alberta, Stephanie McLean, posted to AUMA's website show the government was not willing to commit to changes.

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