

CLEARWATER COUNTY COUNCIL AGENDA
April 14, 2015
9:00 A.M.
Council Chambers
4340 – 47 Avenue, Rocky Mountain House AB

9:05 A.M. James River Bridge (BF01963) Community Presentation

9:20 A.M. Applicant for LUA Bylaw 1002/15 First Reading

9:35 A.M. Clearwater Community Police Advisory Committee (CCPAC)
Case Korver, Chairman

A. CALL TO ORDER

B. AGENDA ADOPTION

C. CONFIRMATION OF MINUTES

1. March 24, 2015 Regular Meeting Minutes

D. AG SERVICES & LANDCARE

1. Appointment of Weed and Pest Inspectors

E. DELEGATION

1. 9:05 A.M. James River Bridge (BF01963) Community Presentation

F. PLANNING

1. 9:20 A.M. LUA Bylaw 1002/15 First Reading

G. COMMUNITY & PROTECTIVE SERVICES

1. 9:35 A.M. Community Police Advisory Committee, Case Korver - Chairman
2. Renewal of Rocky Mountain House Library Funding Agreement (2015 – 2018)
3. Ferrier Community Hall
4. Policy Rescission – Clearwater County Influenza Inoculation

H. MUNICIPAL

1. Revenue Sharing Agreement with the Town of Rocky Mountain House
2. Revenue Sharing Agreement with the Village of Caroline
3. Provincial Budget Summary and Implications – *ITEM TO FOLLOW*
4. Policy Revision – Municipal Disaster Reserve
5. Marianne Cole Letter – April 10, 2015

I. INFORMATION

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

J. IN CAMERA*

1. DRAFT Administrative Report – Reserve Policy Review
2. DRAFT Administrative Report – 2015 Workplan Strategy

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

K. ADJOURNMENT

TABLED ITEMS

<u>Date</u>	<u>Item, Reason and Status</u>
01/13/15	014/15 Motion for Tax Rate Approval STATUS: Pending Information, Corporate Services
02/10/15	050/15 Aurora Community Centre Grant Request STATUS: Pending Information and Delegation from Aurora Community Centre, Community & Protective Services
02/24/15	073/15 Invitation from Mayor's Office, Drayton Valley STATUS: Pending Information, Municipal



Agenda Item

Project: Weed and Pest Appointment	
Presentation Date: April 14, 2015	
Program: Weed and Pest Appointments	Author: Matt Martinson
Budget Implication: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation	
Strategic Area:	Goal:
Legislative Direction: <input type="checkbox"/> None <input checked="" type="checkbox"/> Provincial Legislation (cite) Weed Control Act, Part 2 section 7(1) <i>A local authority shall appoint inspectors to enforce and monitor compliance within this Act within the municipality</i> Agriculture Pest Act, Section 10(1) states "A local authority shall appoint a sufficient number of inspectors to carry out this Act within the municipality." <input type="checkbox"/> County Bylaw or Policy (cite) _____	
Recommendation: <ol style="list-style-type: none"> 1. That Council appoints the following Clearwater County Agricultural Services and Landcare staff as Weed Inspectors under the Alberta Weed Control Act for Clearwater County for the duration of their employment for field and administrative duties <ul style="list-style-type: none"> • Taya van der Vlis • Rianna Follis • Ross Chudleigh • Suzanne Rose • Lisa Brown 2. That Council appoints the following Clearwater County Agricultural Services and Landcare staff as a Pest Inspectors under the Agriculture Pest Act for Clearwater County for the duration of their employment with Clearwater County for field and administrative duties <ul style="list-style-type: none"> • Taya van der Vlis • Rianna Follis • Ross Chudleigh • Suzanne Rose • Lisa Brown 	

Background:

As part of the ongoing operations of the Ag services and Landcare Dept. weed Inspector appointments are required yearly to conduct inspections of deeded properties for noxious and prohibited noxious weeds. Appointments are required by law to enforce the Weed Control Act within Clearwater County's boundaries. This program operates under the delegated authority of the Provincial Weed Control Act and Regulations. Within the Weed Control Act, Part 2 section 7(1) *A local authority shall appoint inspectors to enforce and monitor compliance within this Act within the municipality*

In addition to the historical weed inspector appointments, and the growing concerns surrounding agricultural pests, Agricultural Services and Landcare dept. would encourage that the County increase the number of Agriculture Pest inspectors and appoint additional pest inspectors under the Agricultural Pest Act.

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

Pest inspector appointments will be required to carry out our Clubroot, Grasshopper, and Fusarium surveys in the 2015 season



Agenda Item

Project: James River Bridge (BF01963) Community Presentation	
Presentation Date: April 14th, 2015	
Department: Public Works	Author: Kurt Magnus/Marshall Morton
Budget Implication: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation	
Strategic Area: Infrastructure & Asset Management	Goal: To effectively manage the financial and physical assets of the County in order to support the growth and development of the County while obtaining maximum value from County owned infrastructure and structures.
Legislative Direction: <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) _____ <input type="checkbox"/> County Bylaw or Policy (cite) _____	
Recommendation: That Council accepts the agenda report for information purposes.	
Attachments List: N/A	

Background:

The James River Bridge, located at NW 15-034-05-W5M, was constructed in 1950. It is located on local Range Road 5-3, 16 km north of Sundre crossing the James River. As per the Bridge Inspection Maintenance (BIM) December 21, 2011, the bridge was posted for 36 tonnes for Semi Truck (CS2) and 48 tonnes for Truck Train (CS3). At the time of the engineering firm, CH2M Hill's Level 1 Bridge Inspection, which occurred on January 14, 2014, the bridge was posted to 10 tonnes for all types of vehicles due to the severe deterioration and section loss on bridge pier bearing supports. The bridge is due for another inspection in September 2015.

As per Council's direction, dated April 8th, 2014, Council recommended that no action be taken on bridge repairs and/or replacement.

As such, a delegation, wishing to preserve the life and use of the James River Bridge, will put forward a PowerPoint presentation, for Council, to accept for information purposes.

The Administration of Clearwater County intends, after the September inspection of the JR Bridge, to bring forward during budget deliberations, options for Council's consideration of the 2016-2018 budget.



Agenda Item

Project: 1 st Reading of Bylaw 1002/15 for Application No. 01/15 to amend the Land Use Bylaw	
Presentation Date: April 14, 2015	
Department: Planning and Development	Author: Kim Gilham
Budget Implication: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation	
Strategic Area: Land & Economic Development	Goal: Ensure the statutory land use and land development documents of the County properly direct land development and human settlement within the County with consideration on impacts to neighbouring municipalities, in particular the Town of Rocky Mountain House and Village of Caroline.
Legislative Direction: <input type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) _____ <input checked="" type="checkbox"/> County Bylaw or Policy (cite) <u>Land Use Bylaw & MDP</u>	
Recommendation: Consider granting 1st reading of Bylaw 1002/15 and proceeding to a public hearing	
Attachments List: Application to Amend Land Use Bylaw, Business Proposal, Site Plan, Bylaw 1002/15 with Schedule "A", Institutional District "P", Aerial Photo	

Background:

1799377 Alberta Ltd. currently holds title to SE 17-35-05-W5M, containing 152.61 acres. The property is located 9 miles southeast of the Village of Caroline. 1799377 Alberta Ltd. has made application on behalf of Addiction Canada to redistrict 18 acres of the 152.61 acre parcel from Agriculture District "A" to the Institutional District "P".

The landowners and Addiction Canada are proposing to provide addiction counselling and medical treatment for those suffering from drug and alcohol addiction. The program is a 12 step Holistic model. The programs run from 30-90 days. Detox is delivered by nurses and doctors. They are proposing to operate within the existing quarter section and its buildings and have no plans at this time to add buildings in the future. This property provides the discretion and confidentiality that Addiction Canada values.

Clients will arrive and stay on the property during their program, with no access to their vehicles if they are located on site. In most cases Addiction Canada will organize and provide transportation. The applicants are proposing to have an average of 10 but no more than 15

staff members at the facility at any given time. Traffic would enter and exit directly off of Highway 22. The majority of staff will arrive and leave at the same time each day, except for night staff. Staff are encouraged to carpool when possible. Food deliveries will be made once a week. The applicants will make every effort to mitigate traffic issues.

The current buildings and housing on the property would accommodate up to 15 people. The buildings that currently exist on the property are the primary residence, a cabin, garage, pole shed and some smaller sheds. Most of these buildings would be used for the operation of the business. The pole shed will be further developed to accommodate an exercise facility.

There is legal and physical access to this parcel via Highway 22. Clearwater County will require comments from Alberta Transportation for this use.

Additional information can be found in the included agenda package. The applicants held an open house on the 19th of March at the Crammond Community Hall for interested and concerned parties to come and ask questions and hear Addiction Canada's proposal. An ad was put in the Sundre Round Up, Western Star and Mountaineer as well as letters being sent out to adjacent landowners. I will let the applicant speak further to the attendees of the open house as well as the outcome. I have included a copy of the letter that was sent to adjacent landowners which contains the same information that was included in the ad that was in the papers in your package.

Planning Direction:

The application is subject to the provisions of the Municipal Development Plan (2010) and Land Use Bylaw.

MDP Guiding Principle 3.2(3) Land Use Compatibility

The location, intensity, scale and design of new development should be compatible with the capacity of the site and adjacent lands.

MDP Policy 9.2.15

Clearwater County shall require all development to meet provincial standards and regulations respecting the provision of water and wastewater services.

MDP Policy 11.2.21

To consider a proposed redesignation, subdivision or development for a large multi-lot subdivision, major development or other form of land use change as determined by the County, Clearwater County may require the applicant to prepare for consideration of approval by the County an area structure plan or outline plan.

MDP Policy 11.2.22

Clearwater County may require an area structure plan or outline plan to address any or all of the following:

- (a) site suitability;
- (b) design and density;

- (c) impacts on natural capital and the environment;
- (d) effects on land uses in the vicinity;
- (e) provision of roads and utilities;
- (f) traffic impacts;
- (g) provision of open space;
- (h) protective and emergency services;
- (i) access to and impacts on education and health services;
- (j) FireSmart provisions;
- (k) measures to mitigate effects; and
- (l) any other matters required by the County to be addressed.

MDP Policy 12.2.2 Redesignation, subdivision, and development

Clearwater County shall implement the policies of this Plan when making decisions on any proposed redesignation, subdivision, or development application and any proposed statutory plan, outline plan or concept plan.

MDP Policy 12.2.3

To provide information relevant to a proposed redesignation, subdivision or development of land, Clearwater County may require the applicant to have prepared and submitted by a qualified professional engineer any or all of the following:

- (a) a geotechnical study;
- (b) a traffic impact study;
- (c) a water supply study;
- (d) a utility servicing study;
- (e) a stormwater management plan;
- (f) an environmental assessment; and
- (g) any other study or plan required by the County.

MDP Policy 12.2.4

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

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

(n) any other matters the County considers relevant.

The Clearwater County Land Use Bylaw addresses the uses allowed in Section 13.4 (9) Institutional District "P". The purpose of the Institutional District "P" is to permit and regulate the development of private or public facilities intended to provide cultural, social, religious, educational or rehabilitative services.

Discretionary uses include:

- * social care facility
- * institutional, religious or private youth camp, retreat or outdoor education facility;
- * public or quasi-public building in character with one or more of the approved uses;
and
- * single family residence if ancillary to the principal use.

The allowable lot area in this district is 1 to 4 hectares (2.5 to 10 acres), unless otherwise approved by the Development Officer. *This applicant is proposing to redistrict 18.0 acres, due to the existing buildings and setup of the property.*

Development, including any storage areas, would be required to meet the minimum yard setbacks, including a minimum of no development or storage within 60 metres (200 feet) from the east property boundary, and 15 metres (50 feet) from all other property boundaries.

The applicant(s) will be in attendance at the meeting to provide further details on the proposal and to answer any questions Council may have for them.

Recommendation:

That Council consider granting first reading to Bylaw 1002/15 and proceed to a public hearing.



CLEARWATER COUNTY
Application for
Amendment to the Land Use Bylaw

Application No. 01/15

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

APPLICANT: 1799377 Alberta Ltd.

ADDRESS & PHONE: PO Box 1066, Nisku AB T9E 8A8

REGISTERED OWNER: 1799377 Alberta Ltd.

ADDRESS & PHONE: PO Box 1066, Nisku AB T9E 8A8

AMENDMENT REQUESTED:

1. CHANGE OF LAND USE DISTRICT **FROM:** Agriculture "A" **TO:** Institutional "P"

LEGAL DESCRIPTION OF PROPERTY: SE 1/4 Sec. 17 Twp. 35 Rge. 5 W5M

OR: LOT: — BLOCK — REGISTERED PLAN NO.: —

OR: CERTIFICATE OF TITLE NO.: 142 060 040 (Site Plan is attached)

SIZE OF AREA TO BE REDESIGNATED: 18 (Hectares / Acres)

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

Agriculture. District "A" to Institutional District "P"

3. REASONS IN SUPPORT OF APPLICATION FOR AMENDMENT:

We wish to change Primary structure of business to that of a Treatment Facility. We would require rezoning to accommodate the number of staff and clients. Please see attached notes.

DATE: March 30, 2015 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 \$1,130⁰⁰ DATE PAID: April 1, 2015 RECEIPT NO. 107736

K Gilham
 SIGNATURE OF DEVELOPMENT OFFICER
 IF APPLICATION COMPLETE

IMPORTANT NOTES ON REVERSE SIDE

1799377 Alberta Ltd. On behalf of Addiction Canada

Rezoning Application Details for Clearwater County

March 30, 2015

Application for re-zoning from Agricultural District to Institutional District "P". Maximum number of clients to be 15. Average number of staff on site at any given time to be approximately 10.

Scope of Business

Provide addiction counselling and medical treatment for those suffering from drug and alcohol addiction.

Programs

Addiction Canada utilizes the 12 step and Holistic model along with mental health and associated therapies. Duration of programs range from 30-90 days in length. Medical detox is delivered by nurses and doctors in a non evasive, non emergency type setting but rather with a relaxed safe medical supported atmosphere. Yoga and fitness are common activities as are outside close proximity nature walks.

Staff

At any given time there will be no more than 15 staff members on site. Most staff will arrive on site at approximately the same time each day. Except for those staff working the night shift. Most staff will be traveling to and from Local accommodation in the Caroline or Sundre Areas. Some Staff will be coming from as far away as Calgary.

Traffic

As a result of the extensive conversation on the matter during the town hall meeting on Thursday March 19th, 2015 Traffic on the property can be described as follows:

- Clients will rarely if ever arrive on site with their own mode of transportation if they do their keys will be taken by security and their vehicle locked for the duration of the stay
- Client Transportation will be organized by Addiction Canada
- Food Deliveries will be made by Sysco Foods on a weekly Basis
- Employees are encouraged and rewarded for Carpooling to the site
- Every effort will be made to mitigate any interruption traffic may have on surrounding neighbors. Proper speed limit signage has been placed on the property, open communication with those affected has been established and the property owner has requested prices to

replace the current bridge on the property with a culvert to ensure access for emergency vehicles and the safety of those on the property.

Signage

Confidentiality is of paramount importance to Addiction Canada due to the nature of the business. The only signage that may be visible from the property would be the bird depicted on the addiction Canada Letter head and website. This will act as a place marker for the location of the property so that the adjacent business does not have to be referenced when trying to locate the property.

Noise Factors, Dust and Smell

- There is no noise associated with this business
- There is no dust associated with this business
- There is no smell associated with this business

Storage

There will be no outside storage of materials. General maintenance equipment will be stored in appropriate ways.

General Construction Plans

There are currently no plans to add future buildings to the site. There is currently a Quonset in the middle of the property that will be furthered developed to accommodate a future exercise facility. As per the application any future development would be limited to the geographical location noted on the attached drawing.

General Comments

Addiction Canada chose this property because of its geographical location and access to labor. As previously mentioned Addiction Canada values discretion and confidentiality both of which this property provides. Although it is our intention to quietly go about our business involvement in the community is of great importance to us. We look forward to engaging with community stakeholders to learn where our services would benefit the community the most.

N. E. 1/4 SEC. 17 ,TWP. 35 ,RGE. 5 W 5M

Fd. No Mk., E.1/4 17
Re-est. Position by F
Left No Mk. (In Pond)

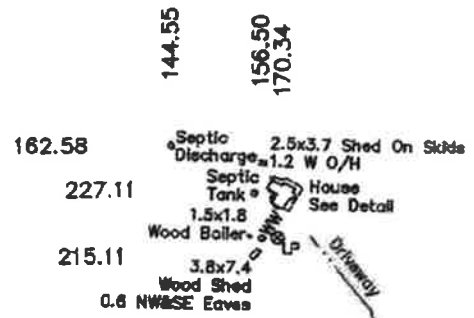
391
15
ALLOWANCE
ROAD

268°01'51"
805.53 (Calc)

87°53
235.

265°00'
(Radial)

S. W. 1/4 SEC. 17 ,TWP. 35 ,RGE. 5 W 5M

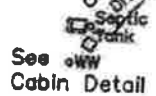


559.68

S. E. 1/4 SEC. 17 ,TWP. 35 ,RGE. 5 W 5M

108°07'54"
(Radial)

171.43
170.93
178.29



7.6x11.3 Pole Shed
Plotted From Air Photo

8.0 ACCESS EASEMENT
INST. #992 016 606

680.96
07

R61 Mp. 0.3
0.24 W. of L
Did Not Use

45°
803.61 (Calc)

324.39

88°02'51"
60.00

358°02'51"
80.00

128°02'51"
40.00

152.12
111°23'17"



15.24 PAN AMERICAN P/L R/W
PLAN 2501 RS

88°02'51"
681.68

ROAD
142.95

Assumed 358°

N.1/4 8
Mp.

20.12

ROAD
775.61
268°

ALLOWANCE

R65, Mp.

9.22

87°54'51"
20.82

N. E. 1/4 SEC. 8 ,TWP. 35 ,RGE. 5 W 5M

NOTE:
BOUNDARY INFORMATION WAS TAKEN
FROM JOBS # R-102-98 & R-070-11.

Letter to Surrounding Neighbors

Date

Address

Name,

Addiction Canada is proud to host an open house at the Crammond Community Hall located at the Northwest corner of the intersection of highway 22 and township road 354 on March 19th at 7:00pm to discuss the opening and rezoning of our new addiction facility in Alberta. Addiction Canada is a well renowned Holistic addiction recovery organization that has been in business for over 10 years. Addiction Canada operates with a highly skilled group of Doctors, psychiatrists, phycologists and counselors. We specialize in the Holistic based recovery of drug and alcohol addiction and are community focused. Please don't hesitate to visit our web site at www.addictioncanada.ca . Looking forward to seeing you there!

Warmest Regards,

John Haines
President and CEO
Addiction Canada

BYLAW NO. 1002/15

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 Institutional District "P" is to permit and regulate the development of private or public facilities intended to provide cultural, social, religious, educational or rehabilitative services.

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 +/- 18.0 acres of PT SE 17-35-05 W5M as outlined in red on the attached Schedule "A" be redesignated from the Agriculture District "A" to the Institutional District "P".

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

REEVE

MUNICIPAL MANAGER

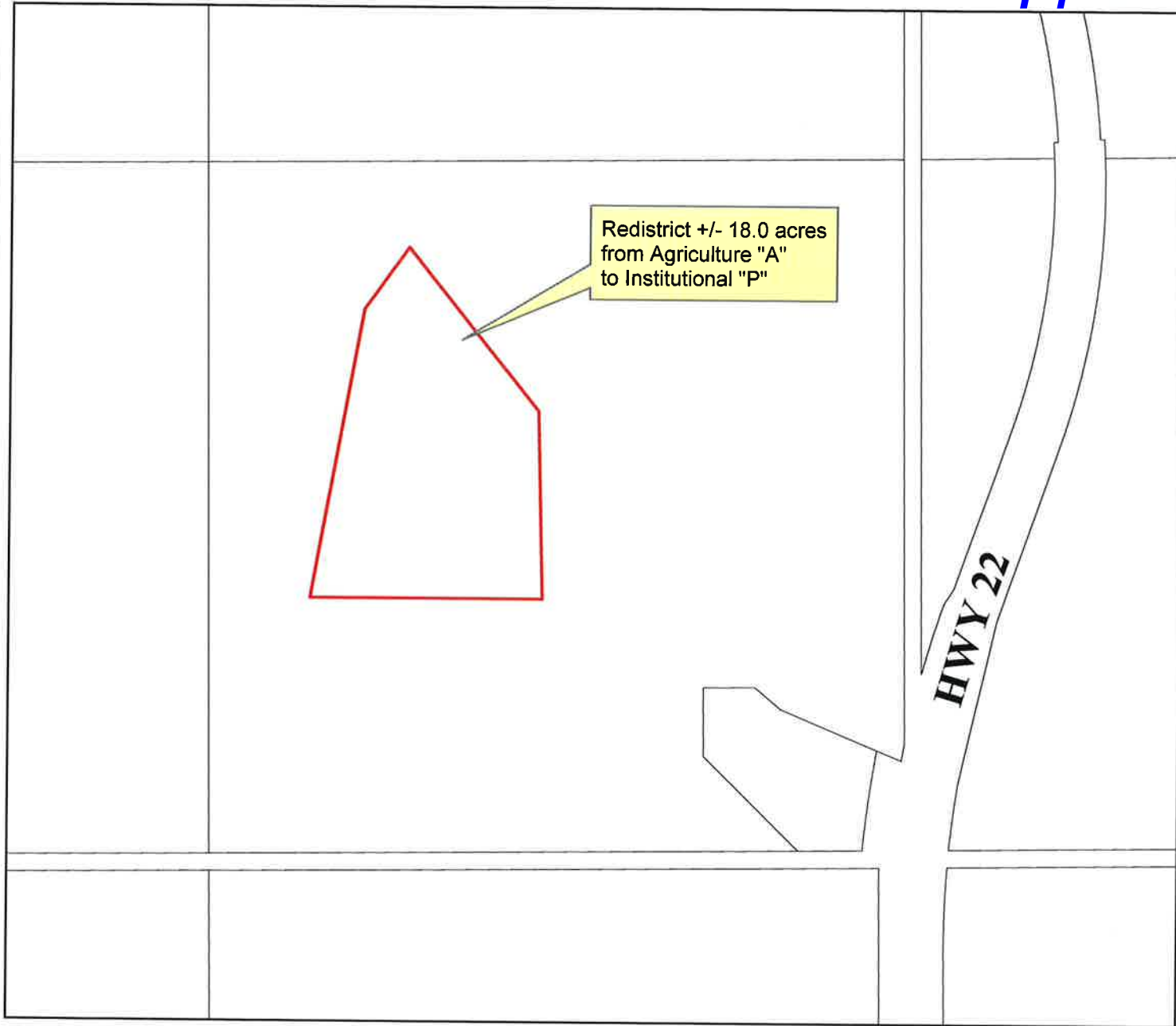
PUBLIC HEARING held this _____ day of _____ A.D., 2015.

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

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

REEVE

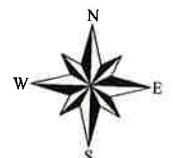
MUNICIPAL MANAGER



**Bylaw No. 1002/15
Schedule "A"**



**Application #01/15 to Amend the Land Use Bylaw
Redistrict +/- 18.0 acres of a 152.61 acre parcel
in SE 17-35-05 W5M
From Agriculture District "A" to Institutional District "P"
1799377 Alberta Ltd. on behalf of Addictions Canada**



13.4 (9) INSTITUTIONAL DISTRICT "P"

THE PURPOSE OF THIS DISTRICT IS TO PERMIT AND REGULATE THE DEVELOPMENT OF PRIVATE OR PUBLIC FACILITIES INTENDED TO PROVIDE CULTURAL, SOCIAL, RELIGIOUS, EDUCATIONAL OR REHABILITATIVE SERVICES.

A. PERMITTED USES

1. Farming, except intensive agriculture

B. DISCRETIONARY USES

1. Arts or culture centre
2. Buildings for cooking, dining, assembly, crafts and recreation
3. Church, without manse within hamlets
4. Church, with or without one attached manse outside of hamlets
5. Cemetery
6. Correction, detention or remand facilities
7. Detached manse associated with a church on the same lot
8. Social care facility
9. Guest and patron lodge or cabins associated with a permitted use
10. Institutional, religious or private youth camp, retreat or outdoor education facility
11. Keeping of livestock for use in association with a permitted use including shelters and enclosures for the same
12. Museum
13. Private campground facilities for parking holiday trailers/recreation vehicles occupied by guests or temporary staff involved with a permitted use for periods of 30 days or less
14. Public or private open space
15. Public or quasi-public building in character with one or more of the approved uses
16. School or college whether public or private
17. Single family residence if ancillary to the principal use
18. Other ancillary buildings or uses

C. ALLOWABLE LOT AREA

1 to 4 hectares (2.5 to 10 acres), unless otherwise approved by the Development Officer except in hamlets where lots shall be at least 300 square metres (3,500 sq. ft.) and have a frontage width of at least 10 metres (35 feet).

D. MINIMUM TOTAL FLOOR AREA

As required by the Development Officer.

E. MINIMUM DEPTH OF FRONT YARD

15 metres (50 feet) on an internal road and otherwise as required pursuant to Section 10.3 and Figures 1 to 7 of the Supplementary Regulations.

NOTE: Existing lots which cannot comply with the foregoing and created prior to this Bylaw coming into effect shall meet setback requirements as determined by the Development Officer.

F. MINIMUM WIDTH OF SIDE YARD

3 metres (10 feet) except in the case of a corner site where the side yard adjacent to a public road may be determined pursuant to Section 6.4.

G. MINIMUM DEPTH OF REAR YARD

7.5 metres (25 feet) unless otherwise approved by the Development Officer.

H. DESIGN, CHARACTER AND APPEARANCE OF BUILDINGS

1. All buildings added to a lot shall be new unless otherwise approved by the Development Officer.
2. The architecture, construction materials and appearance of buildings and other structures shall be to accepted standards and shall, where reasonable, complement the natural features of the site to the satisfaction of the Development Officer.
3. Ancillary structures and additions shall be designed to complement the main building.

I. MAXIMUM ALLOWABLE DENSITY

As approved by the Development Officer.

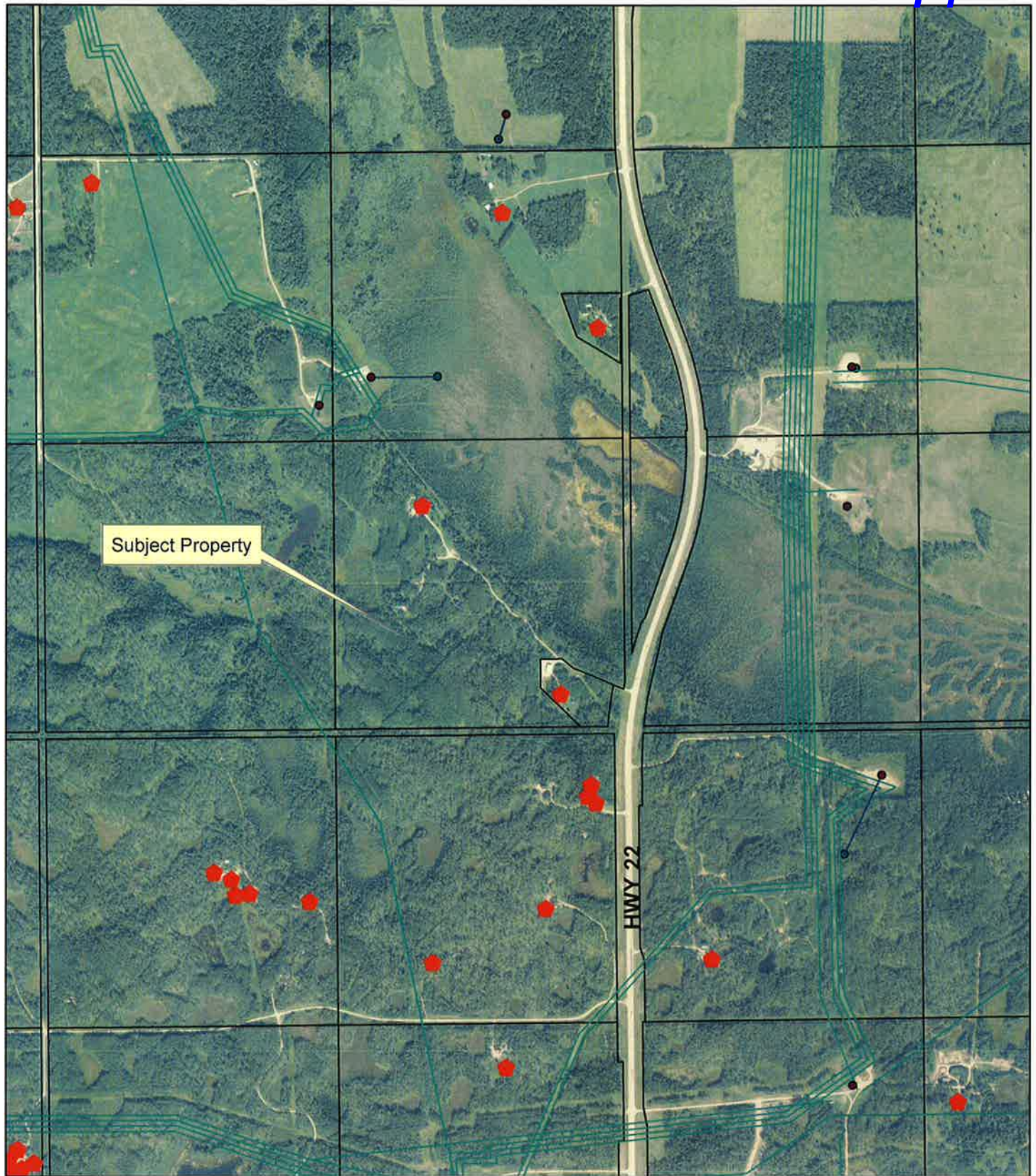
J. OFF-STREET PARKING

As stated in this Bylaw unless otherwise approved by the Development Officer.

K. LANDSCAPING

1. Approval to develop may be made subject to the Development Officer accepting a landscaping plan.
2. The Development Officer may require measures to retain natural vegetation and to protect sensitive soils on the site.
3. Any development may be subject to screening from view by vegetation or other screening of a visually pleasing nature as required by the Development Officer.
4. Where two or more buildings are located on a lot, the separation of distances between them may be at the discretion of the Development Officer.

5. For any developed area, the minimum surface area that may be retained free of buildings, roads, parking lots and other fixed roof or hard surface installations shall be 65% of the total lot, unless otherwise approved by the Development Officer.



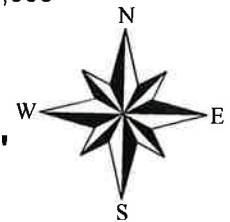
Subject Property

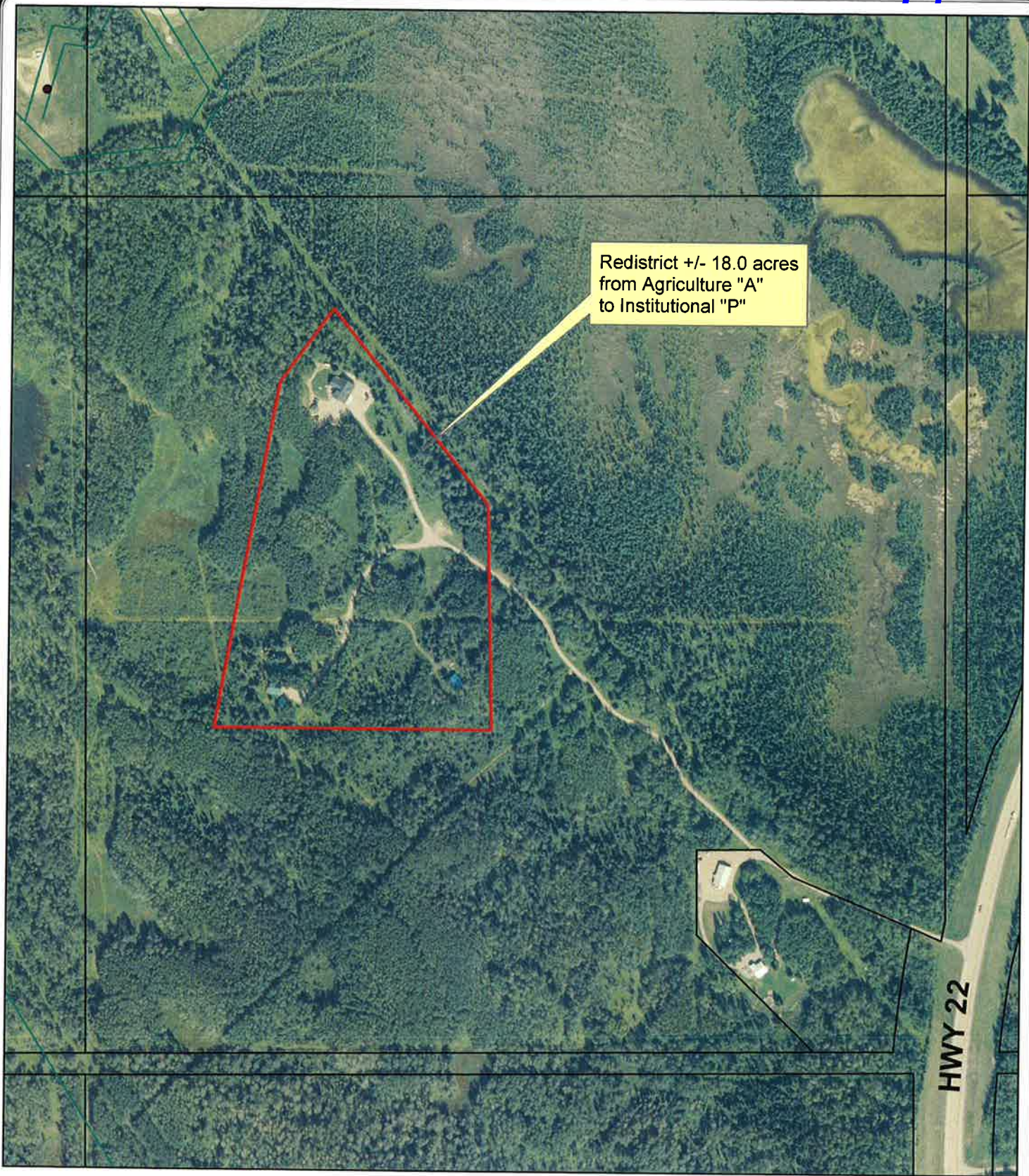
HWY 22

1:15,000



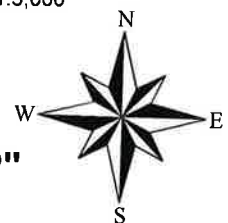
**Application #01/15 to Amend the Land Use Bylaw
Redistrict +/- 18.0 acres of a 152.61 acre parcel
in SE 17-35-05 W5M
From Agriculture District "A" to Institutional District "P"
Addiction Canada
Adjacent Landowner Map**





Application #01/15 to Amend the Land Use Bylaw
Redistrict +/- 18.0 acres of a 152.61 acre parcel
in SE 17-35-05 W5M
From Agriculture District "A" to Institutional District "P"
1799377 Alberta Ltd.

1:5,000

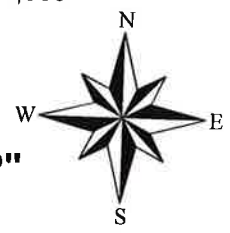




1:2,000



**Application #01/15 to Amend the Land Use Bylaw
Redistrict +/- 18.0 acres of a 152.61 acre parcel
in SE 17-35-05 W5M
From Agriculture District "A" to Institutional District "P"
1799377 Alberta Ltd.**





Agenda Item

Project: Clearwater Community Police Advisory Committee – Information to Council	
Presentation Date: April 14 , 2015	
Department: Community & Protective Services	Author: Ted Hickey
Budget Implication: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation	
Strategic Area: Governance and Intergovernmental Relations	<p>Goal: Council will review, and amend, as required, its Strategic Plan to ensure that this document remains relevant in regard to Council’s governance, communication and service delivery priorities.</p> <p><i>Strategy 2: Council will review the input it receives from its various committees and board through community engagement sessions and from industry and business stakeholders, which will be considered in Council’s update of the Strategic Plan.</i></p>
Legislative Direction: <input type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) _____ <input type="checkbox"/> County Bylaw or Policy (cite) _____	
Recommendation: 1. That Council receives the presentation provided as information.	

Background:

The Clearwater County Police Advisory Committee (CCPAC) meets regularly with stakeholders of the community and law enforcement representatives to provide an opportunity for two way dialogue, discussion and information exchange regarding the community, its’ concerns and to identify efforts to best address areas of community safety and protection of property through policing and enforcement programs.



Agenda Item

Project: Renewal of Rocky Mountain House Library Funding Agreement (2015 – 2018)	
Presentation Date: April 14, 2015	
Department: Community & Protective Services	Author: Ted Hickey
Budget Implication: <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation	
Strategic Area: Quality of Life	Goal: 1 Continue to evaluate, plan and support the recreation, cultural and leisure needs within the Rocky/Caroline/Clearwater community.
Legislative Direction: <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) _____ <input type="checkbox"/> County Bylaw or Policy (cite) _____	
Recommendation: 1. That Council directs the Administration to complete the funding agreement between Clearwater County, The Town of Rocky Mountain House and Town of Rocky Mountain House Library Board	
2. Attachments List: <ul style="list-style-type: none">• Agreement between Clearwater County, The Town of Rocky Mountain House and Town of Rocky Mountain House Library Board 2015 – 2018	

Background:

Clearwater County and The Town of Rocky Mountain House have historically provided joint operating funding to the Town of Rocky Mountain House Library Board for operating expenses. The 2015 budget demonstrates the funding commitment as previously approved by Council.

Town of Rocky Mountain House Library Board has completed a renewal agreement for a three year term 2015 - 2018. The County will annually pay in accordance with the provisions of this Agreement to the Town fifty percent (50%) of the costs to operate and maintain the library building and fifty percent (50%) of the Library's appropriation costs for library services for the County and the Town residents.

This Agreement made on this _____ day of _____, 2014

BETWEEN:

CLEARWATER COUNTY as represented by the Council for Clearwater County in the Province of Alberta (hereinafter referred to as “the County”);

OF THE FIRST PART

THE TOWN OF ROCKY MOUNTAIN HOUSE as represented by the Council for the Town of Rocky Mountain House, in the Province of Alberta (hereinafter referred to as “the Town”);

OF THE SECOND PART
and

TOWN OF ROCKY MOUNTAIN HOUSE LIBRARY BOARD as represented by the Board for Rocky Public Library in the Province of Alberta (hereinafter referred to as “the Library”);

OF THE THIRD PART

WHEREAS the County, the Town and the Library are desirous of entering into an Agreement to share the costs of operating and maintaining the library located in the Town and owned by the Town and to share the operating deficit of providing library services;

NOW THEREFORE the parties hereto covenant and agree together for the currency of this Agreement as follows:

1. Town, County and Library obligations:

a. The Library will provide to both the Town and County by November 1 of each year their annual budget. This will include their request for Town and County appropriation which is the operational deficit.

b. Eligible operational, maintenance, and service delivery costs for the Town and County appropriation may include the following:

- i. materials
- ii. staff training
- iii. telephone/postage/programs
- iv. equipment maintenance
- v. staff wages and benefits

- vi. office supplies
- vii. insurance
- viii. janitorial
- ix. board expenses
- x. professional services
- xi. audit
- xii. miscellaneous items (with detail)

c. The Library will provide to the Town and County their reconciled budget to actual for the previous year by April 30. The library will explain surpluses and shortfalls in the budget to actual reconciliation. The Library is able to retain a surplus in an operating reserve to a maximum set out by their reserve policy (see attached). Any surplus over the reserve policy requires a proposal to each Council with a recommendation as to where the surplus should be allocated and requires each Council to make a decision on these funds.

d. The Library will invoice the Town by January 10 the appropriation for both the Town and County. The Town will pay annually by January 31 the appropriation on behalf of the Town and County should their respective budgets be approved. Should the budgets not be approved, one half of the requested deficit will be forwarded by the Town to the Library until budget approved at which time the remainder will be paid.

2. Town and County obligations:

a. The County will annually pay in accordance with the provisions of this Agreement to the Town fifty percent (50%) of the costs to operate and maintain the library building (see eligible costs below) and fifty percent (50%) of the Library's appropriation costs for library services for the County and the Town residents.

b. Library building operations and maintenance include:

- i. building and grounds maintenance supplies
- ii. building and grounds salaries / contracted wages
- iii. utilities
- iv. insurance for library building, liability, contents and books

c. Building debenture costs for the existing building are the responsibility of the Town.

d. Parkland Regional Library requisition payments are the responsibility of each municipality.

e. The Town will provide to the County by November 15th of each year projected eligible building operational and maintenance costs and service delivery costs (based on the Library's appropriation request) for the upcoming year.

f. The County will pay (upon invoice) to the Town, before April 1 of each year, the current year projected eligible costs which includes the library's appropriation request and the Town's building operation and maintenance costs.

g. The Town will reconcile the building operation and maintenance costs at year end and if these reconciled costs are less than the projected eligible budgeted costs paid by the County in any given year payment will be provided to the County by February 28 of the following year for their portion of the difference. If these actual costs exceed the projected eligible budgeted costs in any given year, the Town is to invoice the County their portion of the difference, by February 28 of the following with justification of this difference. The County, based on this justification, will determine whether it will pay it's share of these additional costs.

h. Town building capital and upgrade costs will be agreed to in writing as part of the respective parties' budget process in the year prior to anticipated purchase or construction being undertaken. These capital costs will be included in the County budget as projected eligible costs and associated payments will be combined with other payments made in accordance with item f above of this Agreement, unless otherwise agreed to in writing.

i. The Town hereby agrees to save harmless and indemnify the County, its employees, officers and agents, against any and all claims, liabilities, suits, judgements, expenditures or demands of any type whatsoever arising out of any action or lack of action by the Town related to this Agreement or associated with receiving payments from the County. Such indemnification will survive termination of this Agreement.

3. Town, County and Library

a. Notwithstanding anything to the contrary hereinbefore contained, it is mutually agreed that any party shall have the right to terminate this Agreement by serving upon the other party six months notice in writing of

its intention to terminate the Agreement prior to September 30 of any year during the currency of this Agreement. Such notice may be served by delivering a copy of such notice to an officer of the other parties or by mailing a copy by registered prepaid post.

b. Unless otherwise terminated this Agreement shall terminate on December 31, 2018.

c. This Agreement shall have effect and force on the date of signing and may be amended by mutual consent provided in writing.

d. This Agreement inures for the benefit of the parties hereto.

e. This Agreement will rescind and replace the previous agreements dated November 12, 2004.

IN WITNESS WHEREOF the parties to this Agreement have hereunto affixed their corporate seals under the hands of their proper officers in that behalf, on the day and year first above written.

FOR CLEARWATER COUNTY:

_____ **Reeve**

_____ **Municipal Manager**

FOR THE TOWN OF ROCKY MOUNTAIN HOUSE:

_____ **Mayor**

_____ **Town Manager**

FOR THE TOWN OF ROCKY MOUNTAIN HOUSE LIBRARY BOARD:

_____ **Board Chair**

_____ **Library Manager**

1209 RESERVE FUNDS

MOTION: 2012-93 DATE APPROVED: November 28, 2012 DATE REVIEWED: January 28, 2015 DATE AMENDED: February 25, 2015

The Rocky Mountain House Public Library will establish and maintain an Operating Reserve Fund as an assurance to the continued normal operation of the library under exceptional circumstances. Such exceptional circumstances could include delays in receiving operating grants from committed funders, the need to undertake special projects, unexpected opportunities to expand services, emergency expenses, and budgetary shortfalls.

The amount to be attained and maintained will be the equivalent of between six and twelve months normal operating expenses of the Library.

These funds will be attained and maintained through the accumulation of surpluses of the annual operating budget, through fundraising and unrestricted donations.

Board approval is required for the expenditure of any Operating Reserve Funds.

As Operating Reserves may need to be called upon at any time with little advance notice, investments will be made in highly liquid instruments with the emphasis on preservation of capital and thus very low risk. Any revenue generated from the reserve investments will be reinvested as part of the Operating Reserve Fund.



Agenda Item

Project: Ferrier Community Hall	
Presentation Date: April 14, 2015	
Department: Community and Protective Services	Author: Ted Hickey/Whitney Wedman
Budget Implication: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation	
Strategic Area: Community Services	Goal: Continuation of Clearwater County support to Community Hall Associations
Legislative Direction: <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) _____ <input type="checkbox"/> County Bylaw or Policy (cite) _____	
Recommendation: 1. That Council approve a lease for the Ferrier Community Hall Association and direct administration to complete all necessary processes.	
Attachments List: 1) Initial email request from the Ferrier Community Hall	

Background:

The Ferrier Community Hall has been established in Clearwater County since 1975. The land is currently owned/titled to Clearwater County. The Ferrier Community Hall Association has forwarded a request to have a lease created between the County and the Community Hall Association. The Community Hall Association requires this documentation in order to explore new fundraising avenues. It is recommended by staff that Council approve a 20 year lease as well as an interim letter of permission for land usage between Clearwater County and the Ferrier Community Hall Association.

From: neil [REDACTED]
Sent: Wednesday, March 04, 2015 5:48 PM
To: Whitney Wedman
Subject: Re: Community Hall Grant Application

Hi Whitney,
We looked into getting our hall in for a Casino. One of the things they require is a copy of the lease to show that we have a right to use the building and grounds. The County is the registered owner of the hall and grounds. What is required to get a 99 year lease in the name of the Ferrier Community Association?

Neil Ratcliffe

From: [Whitney Wedman](#)

Sent: Thursday, February 12, 2015 10:28 AM

To: [mailto:neil@\[REDACTED\]](mailto:neil@[REDACTED])

Subject: Community Hall Grant Application

Good Morning,

Would you be able to email or fax Ferrier Community Halls 2014 Financial Statements (January 1 to December 31) and any quotes that you have received? Council is requesting this information from all of the applicants. The more solid information that I receive will move your application forward with less of a wait time. If you have any questions please give me a call.

Phone: 403-844-4444

Fax: 403-845-7727

Yours truly,

Whitney K. Wedman

Legal Assistant

Administrative Assistant- Office of Director, Community and Protective Services

Whitney Wedman (Sosnoski)

wwedman@clearwatercounty.ca



Clearwater County

P.O. Box 550

4340 -47 Avenue

Rocky Mountain House, AB | T4T 1A4

Office: 403.845.4444 Ext 4086 | Fax: 403.845.7330



This email has been checked for viruses by Avast antivirus software.

www.avast.com



Agenda Item

Project: Policy Rescission - Clearwater County Influenza Inoculation Policy, October 2003	
Presentation Date: April 14, 2015	
Department: Community & Protective Services	Author: Ted Hickey
Budget Implication: <input type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input checked="" type="checkbox"/> Reallocation	
Strategic Area: Quality of Life	Goal: 2 Evaluate and plan the current public safety and emergency services needs within the broader Rocky/Caroline/Clearwater community.
Legislative Direction: <input type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) _____ <input checked="" type="checkbox"/> County Bylaw or Policy (cite) Influenza Inoculation Policy	
Recommendation: 1. That Council, approve rescinding Clearwater County Policy Influenza Inoculation, October 2003.	
Attachments List: Clearwater County Policy Influenza Inoculation, October 2003	

Background:

AB Health Services now provides influenza inoculations to all Albertans populations at no cost. Based upon this revised delivery of health care, there is no reimbursement need for Clearwater County employees receiving influenza inoculations.

It is advantageous to employees, their families and the community for staff to gain immunization to influenza as a part of their overall wellness activities and in recognizing they are valuable contributors in a response to a large scale emergency and in providing services to the community. Employees should continue to be encouraged to gain immunizations to influenza and other communicable diseases through ongoing information and awareness opportunities as a part of the County's Health and Safety programs.

If in the future AB Health's practice changes, the policy should be reviewed in context of Emergency Management Committee for recommendations.

Clearwater County

Influenza Inoculation

EFFECTIVE DATE: October 2003

SECTION: Administration

POLICY STATEMENT:

1. To mitigate the potential interruption of administrative support and provision of critical municipal services due to influenza outbreaks Clearwater County Council hereby authorizes that any municipal staff receiving an influenza inoculation shall be reimbursed for that cost.
2. Clearwater County Council strongly encourages all senior administration, senior supervisors (foremen level and higher) and members of the Clearwater Emergency Management Agency (CEMA) to receive annual influenza inoculations.

PROCEDURE:

1. Upon provision of the receipt for the cost of the influenza inoculation any Clearwater County staff member or CEMA member shall be reimbursed in accordance with County financial policies.
2. Permanent employees, or seasonal employees at the discretion of the Department's Director or Director of Emergency Management, shall be eligible for reimbursement.
3. The Director of Emergency Management shall include within his/her annual budget funds to provide for this program.
4. The Director of Emergency Management shall be responsible to keep an annual record of County or CEMA staff members who have received the inoculation.



Agenda Item

Item: Revenue Sharing Agreement with Rocky Mountain House	
Presentation Date: April 14, 2015	
Department: CAO	Author: Ron Leaf
Budget Implication: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation	
Strategic Area:	Goal:
Legislative Direction: <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) _____ <input type="checkbox"/> County Bylaw or Policy (cite) _____	
Recommendation: That Council accepts the Revenue Sharing Agreement – Rocky Mountain House as presented and authorizes the Reeve and CAO to sign	
Attachments List: Agreement	

Background:

The Town of Rocky Mountain House and Clearwater County have had revenue sharing agreements for more than 30 years. The previous agreement expired on December 31, 2012 and the County has honored the intent and nature of the previous agreement through 2013 and 2014 by continuing to provide \$177,950 annually to the Town.

In late 2014 the Intermunicipal Collaboration Committee (ICC) began a process of evaluating other urban/rural revenue sharing agreements throughout the Province as well as considering the principles of the *Stronger Together* agreement relating to inter-municipal collaboration and improving sustainability and viability of the Town, County and Village.

Other factors in the ICC's deliberation were the 2013 AUMA resolution calling on the Provincial Government to pool linear assessments and redistribute resulting taxation on a per capita basis. It is the view of the ICC that the attached agreement addresses the costs associated with "shadow populations" located within the County that place demands on Town services and infrastructure that are not addressed through existing cost share or service agreements as well as maintain the historic aspects of previous revenue sharing agreements that contribute the sustainability of a key service centre in the County.

The ICC also believes the attached revenue sharing agreement provides a tangible example of the message County Council has repeatedly made to the Provincial Government Ministers and senior Provincial staff that local municipalities have the capacity to best determine how to address the fiscal challenges of their areas.

The ICC is recommending acceptance and approval of the Agreement to the Town, Village and County Councils. If the Agreement is approved, the Agreement will be in effect as of January 1, 2015.

The Town Council accepted the Town/County Revenue Sharing Agreement at their April 7, 2015 meeting.

REVENUE SHARING AGREEMENT

(the “Agreement”)

This Agreement made effective as of the _____ day of _____, 2015.

BETWEEN:

CLEARWATER COUNTY

a Municipality in the Province of Alberta

(the “County”)

OF THE FIRST PART

- and -

THE TOWN OF ROCKY MOUNTAIN HOUSE

a Municipality in the Province of Alberta

(the “Town”)

OF THE SECOND PART

WHEREAS the County and the Town are Municipalities within the meaning of the *Municipal Government Act*, R.S.A. 2000, c.M-26, as amended (“MGA”);

AND WHEREAS Section 55 of the MGA provides that two or more Municipalities may enter into an agreement for the sharing of taxes collected by a municipality;

AND WHEREAS the County and the Town both desire to provide services, facilities and other things that are necessary or desirable, and also desire to develop and maintain safe and viable communities, all in an efficient and economical manner, and to do so realize that it will be beneficial for both Municipalities to cooperate and coordinate certain activities and the provision of certain services as between themselves;

NOW THEREFORE THIS AGREEMENT WITNESS that the parties hereto, in consideration of the mutual covenants, agreements and obligations hereinafter set forth, covenant and agree each with the other as follows:

1. In this Agreement, unless provided to the contrary, the following words and phrases shall have the following meanings:

- a) “**Effective Date**” shall mean January 1, 2015.
 - b) “**Municipality or Municipalities**” shall mean the County or the Town, or either or both of them, as the context may require;
2. The previous revenue sharing agreement entered into between the Municipalities on July 17, 2007 is hereby terminated and superseded by this Agreement.
 3. Commencing as of the Effective Date, and continuing thereafter for so long as this Agreement shall remain in effect, the County shall transfer to the Town once each year prior to December 1 the sum of Seven Hundred and Fifty Thousand (\$750,000.00) Dollars (the “Payments”).
 4. The Payments are provided by the County to the Town on the understanding and condition that:
 - a) the payments are in consideration of the principles and philosophies of the Stronger Together Agreement intended to enhance the regional opportunities in the greater community; and
 - b) the Town shall not apply the payment as a reduction in tax revenue as a means to lower taxes for so long as this Agreement shall remain in effect. The intent and purpose of this condition is to ensure that the Town uses the Payments for the purposes intended.
 5. In consideration for the Payments, residents of the County shall have access to the Town-owned facilities and services on the same basis as residents of the Town.
 6. This Agreement shall automatically terminate on December 31, 2019.
 7. Either Municipality may terminate this Agreement early by giving written notice, on or before June 30 of any year that this Agreement remains in effect, to the other Municipality of its intention to terminate this Agreement. Such early termination is effective on December 31 of the year the written notice is given, or December 31 of the following year, if notice is received after June 30.
 8. Notwithstanding paragraph 6 and 7 this Agreement may be terminated based on mutual consent should there be provincial legislative or regulatory changes that negatively affect the assessments of or the net municipal taxes levied from industrial or electrical power and pipeline properties within the County.

9. If this Agreement is terminated pursuant to Paragraph 8 no Payments or partial Payments will be made to the Town in the year the termination occurs.
10. Neither party to this Agreement may assign, and shall have no ability to assign, this express written consent of the other party, which consent may be withheld, arbitrarily.
11. If at any time during the continuance of this Agreement, the Municipalities mutually agree that they should make alterations, amendments, or additions to this Agreement, they may only do so by means of written agreement between them which will be supplemental hereto and form part of this Agreement. Without limiting the foregoing, the Town and the County may re-negotiate this Agreement if there is a major industrial facility constructed within the County.
12. The failure of either party to insist, in any one or more instances, upon the performance of the terms and conditions of this Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder or a future performance of any such term, covenant or conditions, and the obligation of either party with respect thereto shall continue in full force and effect.
13. The Town shall indemnify and hold harmless the County, its employees and agents, from any and all claims, demands, actions, and costs whatsoever that may arise directly or indirectly out of any act or omission by the Town, its employees or agents to the extent resulting from or related to any services or access to facilities provided by the Town pursuant to this Agreement. Such indemnification shall survive termination of this Agreement.
14. For the purposes of exchanging correspondence and giving notices under this Agreement, the addresses of the parties are as follows:

Clearwater County
Box 550
Rocky Mountain House, Alberta, T4T 1A4

The Town of Rocky Mountain House
Box 1509
Rocky Mountain House, Alberta, T4T 1B2

- 15. This Agreement shall be construed and enforced in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein, and the parties hereto irrevocably attorn to the jurisdiction of the Courts of the Province of Alberta, which, subject to the arbitration procedure provided for herein, or any other dispute resolution mechanism which may be mutually agreed upon, shall have exclusive jurisdiction to interpret this Agreement, or determine any action or proceedings arising therefrom.
- 16. In the event that the Municipalities cannot agree in regard to anything arising from this Agreement, the issue may be submitted for resolution through the Problem Resolution Guideline provisions of the *Stronger Together Agreement*, dated September 13, 2013.
- 17. This Agreement shall be binding upon and shall enure to the benefit of the successors and permitted assigns of the parties hereof. This Agreement may be executed in counterparts, each of which when so executed shall constitute an original and all which together shall constitute one in the same agreement, which shall be sufficiently evidenced by either such original counterpart.

IN WITNESS WHEREOF the parties hereto through their duly authorized representatives have entered into this Agreement on the date first written above.

CLEARWATER COUNTY

Per: _____

Per: _____

TOWN OF ROCKY MOUNTAIN HOUSE

Per: _____

Per: _____



Agenda Item

Item: Revenue Sharing Agreement with Village of Caroline	
Presentation Date: April 14, 2015	
Department: CAO	Author: Ron Leaf
Budget Implication: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation	
Strategic Area:	Goal:
Legislative Direction: <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) _____ <input type="checkbox"/> County Bylaw or Policy (cite) _____	
Recommendation: That Council accepts the Revenue Sharing Agreement – Village of Caroline as presented and authorizes the Reeve and CAO to sign	
Attachments List: Agreement	

Background:

The Village of Caroline and Clearwater County have had revenue sharing agreements for more than 30 years. The previous agreement expired on December 31, 2012 and the County has honored the intent and nature of the previous agreement through 2013 and 2014 by continuing to provide \$13,120 annually to the Village. In 2014 an interim agreement was developed between the Village and the County that increased the revenue sharing payment to \$30,000 for 2014.

In late 2014 the Intermunicipal Collaboration Committee (ICC) began a process of evaluating other urban/rural revenue sharing agreements throughout the Province as well as considering the principles of the *Stronger Together* agreement relating to inter-municipal collaboration and improving sustainability and viability of the Town, County and Village.

Other factors in the ICC's deliberation were the 2013 AUMA resolution calling on the Provincial Government to pool linear assessments and redistribute resulting taxation on a per capita basis. It is the view of the ICC that the attached agreement addresses the costs associated with "shadow populations" located within the County that place demands on Village services and infrastructure that are not addressed through existing cost share or service agreements as well as maintain the historic aspects of previous

revenue sharing agreements that contribute the sustainability of a key service centre in the County.

The ICC also believes the attached revenue sharing agreement provides a tangible example of the message County Council has repeatedly made to the Provincial Government Ministers and senior Provincial staff that being: “local municipalities have the capacity to best determine how to address the fiscal challenges of the their areas.”

The ICC is recommending acceptance and approval of the Agreement to the Town, Village and County Councils. If the Agreement is approved, the Agreement will be in effect as of January 1, 2015.

The Village Council is scheduled to review the Village/County Revenue Sharing Agreement at their April 13, 2015 meeting. I will have an update for Council on Tuesday on their decision.

REVENUE SHARING AGREEMENT

(the “Agreement”)

This Agreement made effective as of the _____ day of _____, 2015.

BETWEEN:

CLEARWATER COUNTY

a Municipality in the Province of Alberta

(the “County”)

OF THE FIRST PART

- and -

THE VILLAGE OF CAROLINE

a Municipality in the Province of Alberta

(the “Village”)

OF THE SECOND PART

WHEREAS the County and the Village are Municipalities within the meaning of the *Municipal Government Act*, R.S.A. 2000, c.M-26, as amended (“MGA”);

AND WHEREAS Section 55 of the MGA provides that two or more Municipalities may enter into an agreement for the sharing of taxes collected by a municipality;

AND WHEREAS the County and the Village both desire to provide services, facilities and other things that are necessary or desirable, and also desire to develop and maintain safe and viable communities, all in an efficient and economical manner, and to do so realize that it will be beneficial for both Municipalities to cooperate and coordinate certain activities and the provision of certain services as between themselves;

NOW THEREFORE THIS AGREEMENT WITNESS that the parties hereto, in consideration of the mutual covenants, agreements and obligations hereinafter set forth, covenant and agree each with the other as follows:

1. In this Agreement, unless provided to the contrary, the following words and phrases shall have the following meanings:

- a) “**Effective Date**” shall mean January 1, 2015.
 - b) “**Municipality or Municipalities**” shall mean the County or the Village, or either or both of them, as the context may require;
2. The previous revenue sharing agreement entered into between the Municipalities on July 17, 2007 is hereby terminated and superseded by this Agreement.
 3. Commencing as of the Effective Date, and continuing thereafter for so long as this Agreement shall remain in effect, the County shall transfer to the Village once each year prior to December 1 the sum of Fifty Thousand (\$50,000.00) Dollars (the “Payments”).
 4. The Payments are provided by the County to the Village on the understanding and condition that:
 - a) the payments are in consideration of the principles and philosophies of the Stronger Together Agreement intended to enhance the regional opportunities in the greater community; and
 - b) the Village shall not apply the payment as a reduction in tax revenue as a means to lower taxes for so long as this Agreement shall remain in effect. The intent and purpose of this condition is to ensure that the Village uses the Payments for the purposes intended.
 5. In consideration for the Payments, residents of the County shall have access to the Village-owned facilities and services on the same basis as residents of the Village.
 6. This Agreement shall automatically terminate on December 31, 2019.
 7. Either Municipality may terminate this Agreement early by giving written notice, on or before June 30 of any year that this Agreement remains in effect, to the other Municipality of its intention to terminate this Agreement. Such early termination is effective on December 31 of the year the written notice is given, or December 31 of the following year, if notice is received after June 30.
 8. Notwithstanding paragraph 6 and 7 this Agreement may be terminated based on mutual consent should there be provincial legislative or regulatory changes that negatively affect the assessments of or the net municipal taxes levied from industrial or electrical power and pipeline properties within the County.

9. If this Agreement is terminated pursuant to Paragraph 8 no Payments or partial Payments will be made to the Village in the year the termination occurs.
10. Neither party to this Agreement may assign, and shall have no ability to assign, this express written consent of the other party, which consent may be withheld, arbitrarily.
11. If at any time during the continuance of this Agreement, the Municipalities mutually agree that they should make alterations, amendments, or additions to this Agreement, they may only do so by means of written agreement between them which will be supplemental hereto and form part of this Agreement. Without limiting the foregoing, the Village and the County may re-negotiate this Agreement if there is a major industrial facility constructed within the County.
12. The failure of either party to insist, in any one or more instances, upon the performance of the terms and conditions of this Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder or a future performance of any such term, covenant or conditions, and the obligation of either party with respect thereto shall continue in full force and effect.
13. The Village shall indemnify and hold harmless the County, its employees and agents, from any and all claims, demands, actions, and costs whatsoever that may arise directly or indirectly out of any act or omission by the Village, its employees or agents to the extent resulting from or related to any services or access to facilities provided by the Village pursuant to this Agreement. Such indemnification shall survive termination of this Agreement.
14. For the purposes of exchanging correspondence and giving notices under this Agreement, the addresses of the parties are as follows:

Clearwater County
Box 550
Rocky Mountain House, Alberta, T4T 1A4

The Village of Caroline
Box 148
Caroline, Alberta, T0M 0M0

- 15. This Agreement shall be construed and enforced in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein, and the parties hereto irrevocably attorn to the jurisdiction of the Courts of the Province of Alberta, which, subject to the arbitration procedure provided for herein, or any other dispute resolution mechanism which may be mutually agreed upon, shall have exclusive jurisdiction to interpret this Agreement, or determine any action or proceedings arising therefrom.
- 16. In the event that the Municipalities cannot agree in regard to anything arising from this Agreement, the issue may be submitted for resolution through the Problem Resolution Guideline provisions of the *Stronger Together Agreement*, dated September 13, 2013.
- 17. This Agreement shall be binding upon and shall enure to the benefit of the successors and permitted assigns of the parties hereof. This Agreement may be executed in counterparts, each of which when so executed shall constitute an original and all which together shall constitute one in the same agreement, which shall be sufficiently evidenced by either such original counterpart.

IN WITNESS WHEREOF the parties hereto through their duly authorized representatives have entered into this Agreement on the date first written above.

CLEARWATER COUNTY

Per: _____

Per: _____

VILLAGE OF CAROLINE

Per: _____

Per: _____



Agenda Item

Item: Policy Revision – Municipal Disaster Reserve	
Presentation Date: April 14, 2015	
Department: CAO	Author: Ron Leaf
Budget Implication: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation	
Strategic Area:	Goal:
Legislative Direction: <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) _____ <input type="checkbox"/> County Bylaw or Policy (cite) _____	
Recommendation: That Council reviews the proposed revisions, amends if required, and accepts policy revision in principle.	
Attachments List: Municipal Disaster Reserve – April 2015 revision	

Background:

In July 2003 the Clearwater County Council created the Municipal Disaster Reserve to set aside funds that may be required to offset costs that the County may incur in responding to an emergency or disaster that did not qualify for Provincial financial assistance.

Staff have reviewed the Municipal Disaster Reserve policy and recommend that the policy be updated to reflect changes in the AB Emergency Management Act specifically, the change in title of the administrative position appointed by Council which was previously identified as the “*Director of Disaster Services*” which is now referred to as the “*Director of Emergency Management*.”

I also recommend that the policy be amended so as to require that a \$100,000 be included in the annual budget for Council’s consideration or approval. My view is that the current policy wording indicates that a \$100,000 must be contributed to the Municipal Disaster Reserve annually, which is not the case.



**CLEARWATER COUNTY
MUNICIPAL DISASTER RESERVE**

POLICY

EFFECTIVE DATE: REVISED DATE:	July 2003 April 2015
SECTION:	Administration
POLICY STATEMENT:	<ol style="list-style-type: none"> 1. A monetary reserve shall be established for the purpose of providing funds to respond to unbudgeted expenses incurred as a result of local emergencies or disasters. The Municipal Disaster Reserve funds are primarily intended for: <ol style="list-style-type: none"> a) providing funding necessary to meet financial obligations of the County during a state of local emergency; b) meeting municipal obligations associated with Provincial government disaster or emergency programs (e.g. Municipal Wildfire Assistance Program). 2. The Reserve balance shall not exceed two (2) million dollars.
PROCEDURE:	<ol style="list-style-type: none"> 1. The Director of Disaster Services <u>Emergency Management</u> shall ensure that an amount of \$100,000.00 is contributed <u>included</u> annually <u>in the budget for consideration by Council for contribution</u> to the Municipal Disaster Reserve. 2. The Director of Disaster Services <u>Emergency Management</u> shall ensure that the Municipal Disaster Reserve does not exceed \$2 million dollars. 3. The Director of Disaster Services <u>Emergency Management</u>, or his designate, is authorized to utilize funds from the Municipal Disaster Reserve during a state of local emergency to meet unbudgeted expenses. 4. Funds from the Municipal Disaster Reserve may be used to meet unbudgeted expenses for local emergencies or disasters which did not require a state of local emergency, only upon Council approval. 5. Council shall be advised as soon as practical as to the amount of funds used and general areas of expenditure (e.g. wages, contracted services, materials, etc.) whenever funds are drawn from this Reserve.



Agenda Item

Item: Marianne Cole letter – April 10, 2015	
Presentation Date: April 14, 2015	
Department: CAO	Author: Ron Leaf
Budget Implication: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation	
Strategic Area:	Goal:
Legislative Direction: <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) _____ <input type="checkbox"/> County Bylaw or Policy (cite) _____	
Recommendation: That Council reviews the attached report and Ms. Cole's April 10 letter and directs Administration with respect to how Council wishes to respond to the request.	
Attachments List: Marianne Cole letter – April 10, 2015	

Background:

Attached is a letter from Marianne Cole, on behalf of the Clearwater County Taxpayers Association (CCTA), requesting a delegation with Council on April 28th or May 12th to discuss various concerns of the Association.

In reviewing Ms. Cole's letter I observe that the CCTA has identified the purpose of the delegation request is to bring their concerns forward. I believe the nature of the concerns being raised require a response from Council. However, as the concerns are quite general I suggest that Council direct me to get additional clarification or detail from Ms. Cole prior to the Association's time with Council in order to allow Council to provide an appropriate response. Additionally, as Ms. Cole notes, the list of concerns is "lengthy" and I believe may require more time than the 15 minutes identified in the Procedural bylaw.

I am also of the opinion that some of the CCTA's concerns are administrative in nature and may be addressed during my discussion with Ms. Cole. Specifically, it is my view that the Road Ban Listing, the Meadow Ponds agricultural land use, and the disclosure of MPC information are all administrative questions. Additionally, I believe the CCTA's misunderstands the context of the Endeavor to Assist Policy in relation to other County processes (e.g. rezoning, subdivision approval, development approval, etc.) and suggest that I discuss these items with the intent of providing clarity regarding specific situations.

I recommend that Council table this item with the understanding that Administration will discuss the CCTA request with Ms. Cole and will report back to the April 28 Council meeting with more information and/or a delegation time.

From: marianne cole [REDACTED]
Sent: Friday, April 10, 2015 8:16 AM
To: Ron Leaf; Tracy Haight; Division Seven; Division Six; Division Five; Division Four; Division Three; Division Two; Division One
Subject: Request to come before Council

Good morning everyone!

At our meeting of the Clearwater County Taxpayers' Association last night a motion was passed that we make a request to come before county council to address some of the concerns that have come up. We are asking to make a presentation at either the April 28 or May 12th meeting of council, whichever is convenient for you. The concerns we wish to address are as follows:

- The **Endeavor to Assist Policy**, more specifically its ambiguity in listing projects and the fact that reimbursement is left to the sole discretion of one person.
- The **Strategic Plan 2012- 2014**, which states in Key Focus Area #1, Goal #2, Strategy 1 that "by February of each year Council will approve a schedule for divisional based "community hall" meetings to improve the opportunity for dialogue with residents, business, and organizations." We feel this is a very worthy strategy and feel council should abide by its goals, and for the last couple years this hasn't happened.
- The **Road Ban Listing**. Some of the roads that have had their pavement up-graded with the purpose of making them 100% capacity are listed at only 90% and we are wondering why, if we incurred the expense with the rationale given that it was to make the roads 100% capacity, that isn't happening.
- The **MPC** information for committee members, suggesting that information be made available further in advance.
- The **Meadow Ponds** sub-division, more specifically what has happened with the land that was to remain "agricultural".
- The **Communications** problems, more specifically the lack of response to taxpayer inquiries by letter, e-mail, or phone call.

We realize this is a rather lengthy list but we would not spend a lot of time on each topic. We just want to bring these concerns forward and trust that you will give us the opportunity to do so.

I look forward to hearing from you.
Marianne

Clearwater County

Councilor and Board Member Remuneration Statement

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

Name of Councilor / Board Member**Pat Alexander**.....

Payment Periods

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

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

Date	Type of Meeting Attended	First 4 Hours \$156.00	Next 4 Hours \$124.00	Next 4 Hours \$124.00	Regular Council Meeting \$283.00	Lunch \$16.00	Mileage @ \$0.55 / km
02/02/15	R D chamber Prov. Budget	X					221
02/03/15	Conf. Call Ag. Building	X					
02/05/15	Headwaters Form D V	X	X				225
02/06/15	District 2 Three Hills	X	X	X			392
02/09/15	Credit Union AGM	X					74
02/10/15	Council				X		74
02/14/15	Guide + Outfitters	X					74
02/18/15	NSWA	X	X	X			188
02/19/15	Brownlee Calgary	X	X	X		X	542
02/20/15	Conf. Call AAMDC Resolution Comm.	X					
02/24/15	Council				X		74
02/26/15	Canada 150 Historical Site	X					83
02/17/15	ICC	X	X				74

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Remuneration Calculation

<u>11</u>	Meetings @ \$156.00=	<u>1716.00</u>	<u>2021</u>	Kms @ \$0.55=	<u>111.55</u>
<u>3</u>	Meetings @ \$124.00=	<u>372.00</u>	<u>1</u>	Lunch @ \$16.00=	<u>16.00</u>
<u>2</u>	Meetings @ \$283.00=	<u>566.00</u>			
	Supervision=	<u>850.00</u>			
	TOTAL=	<u>4124.00</u>	1 Night Hotel		
			\$192.34		
				TOTAL=	<u>1319.89</u>



1316 33rd Street Northeast
 Calgary, AB T2A 6B6
 Tel: (403) 248 8888 Fax: (403) 248 074

Alexander, Patrick

Invoice

Invoice date 2/19/2015
 Invoice number 191830
 Our reference CPC-FC427269 /
 GST Number 139081681 RT0001

Guest	Alexander, Patrick	Arrival	2/18/2015	Departure	2/19/2015	Room	0721
Date	Description	Quantity	Unit Price	Total (Cdn)			
2/18/2015	Horizon's Restaurant	1	16.00	16.00			
2/18/2015	Horizon's Restaurant	1	0.80	0.80			
2/18/2015	Horizon's Restaurant	1	2.50	2.50			
2/18/2015	Horizon's Restaurant	1	139.00	139.00			
2/18/2015	Room Charge	1	7.44	7.44			
2/18/2015	GST Taxes	1	5.73	5.73			
2/18/2015	Tourism Levy	1	4.17	4.17			
2/18/2015	Destination Market Fee	1	14.95	14.95			
2/19/2015	Horizon's Restaurant	1	0.75	0.75			
2/19/2015	Horizon's Restaurant	1	1.00	1.00			
				Total invoice	192.34		
2/19/2015	VS ****3314 Auth: 049531				-192.34		
				Total Paid	-192.34		
				Total Due	0.00		

Total GST 7.44

I agree that my liability for any charges incurred by me is not waived and agree to be held personally liable in the event that the indicated person, company or association fails to pay for any part of the full amount of these charges. Interest will be charged on any overdue balance.

Signature X

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

Name of Councillor / Board Member Curt Maki

Payment Periods

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

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

Date	Type of Meeting Attended	First 4 Hours \$156.00	Next 4 Hours \$124.00	Next 4 Hours \$124.00	Regular Council Meeting \$283.00	Lunch \$16.00	Mileage @ \$0.55 / km
10	Council				✓		70
16	AAMDC	✓					396
17	AAMDC	✓	✓				
18	AAMDC	✓	✓				
19	RDRMUG	✓	✓				435
22	Travel	✓					423
23	SDAB OKOTOKS	✓	✓				
24	Council				✓		70
26	Tri Council	✓	✓				70

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Remuneration Calculation

<u>7</u>	Meetings @ \$156.00=	<u>1092.00</u>	<u>1464</u>	Kms @ \$0.55=	<u>805.20</u>
<u>5</u>	Meetings @ \$124.00=	<u>620.00</u>		Lunch @ \$16.00=	
<u>2</u>	Meetings @ \$283.00=	<u>566.00</u>		HOTEL RECEIPTS (ON FILE)	<u>824.83</u>
	Supervision=	<u>550.00</u>			
	TOTAL=	<u>2828.00</u>		TOTAL=	<u>1630.03</u>

Signature {Councillor / Board Member} Curt Maki

Clearwater County

Councilor and Board Member Remuneration Statement

For the Year of2015.....

Name of Councilor / Board Member

EARL GRAHAM

Payment Periods

January

February

May

June

March

April

July

August

September

October

November

December

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

Date	Type of Meeting Attended	First 4 Hours \$156.00	Next 4 Hours \$124.00	Next 4 Hours \$124.00	Regular Council Meeting \$283.00	Lunch \$16.00	Mileage @ \$0.55 / km
Mar 12/15	SPOG	✓					129
Mar 13/15	MINOR HOCKEY	✓					22
Mar 20/15	(Waste Authority)						
Mar 23/15	SPOG	✓					90.
* Feb 27/15	SENIORS		✓				150 *
Mar 24	COUNCIL				✓		92
Mar 20/15	WATER SMART	✓					2
* Mar 27/15	WESTVIEW	✓					90 *

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Remuneration Calculation

1	Senior Mtg @ 72 =	72.00				
4	Meetings @ \$156.00 =	624.00	483		Kms @ \$0.55 =	265.65
1	Meetings @ \$124.00 =	124.00			Lunch @ \$16.00 =	
1	Meetings @ \$283.00 =	283.00				
	Supervision =	550.00				
	TOTAL =	1653.00			TOTAL =	265.65

Signature {Councilor / Board Member}