

CLEARWATER COUNTY COUNCIL AGENDA
January 9, 2018
9:00 am
Council Chambers
4340 – 47 Avenue, Rocky Mountain House, AB

PRESENTATIONS:

9:00 am Kelly and Andrea Spongberg

11:00 am Stephen Bull, Assistant Deputy Minister, Service Alberta

A. CALL TO ORDER

B. AGENDA ADOPTION

C. CONFIRMATION OF MINUTES

1. December 12, 2017 Regular Meeting Minutes
2. December 19, 2017 Special Meeting of Council Minutes

D. PRESENTATION

1. 9:00 am Kelly and Andrea Spongberg
2. 11:00 am Stephen Bull, Assistant Deputy Minister, Service Alberta

E. PUBLIC WORKS

1. Spongberg Cost Share Request

F. MUNICIPAL

1. Safety Audit
2. Emergency Management Appointments
3. Alberta Community Partnership Grant Applications
4. Federation of Canadian Municipalities (FCM) 2018 Conference
5. Alberta Association of Municipal Districts and Counties (AAMDC) 2018 Member Visit
6. Broadband Policy Framework

G. CORPORATE SERVICES

1. 2018 Council, Board and Committee Remuneration
2. Provincial Education Requisition Credit (PERC) Program

H. INFORMATION

1. CAO's Report
2. Public Works Director's Report
3. Accounts Payable

4. Councillor's Verbal Report
5. Committee Meeting Minutes
 - a. Rocky Mountain Regional Solid Waste Authority, November 9, 2017
 - b. Clearwater County Heritage Board, September 21, 2017
6. Councillor Remuneration

I. ADJOURNMENT

TABLED ITEMS

<u>Date</u>	<u>Item, Reason and Status</u>
06/13/17	213/17 identification of a three-year budget line for funding charitable/non-profit organizations' operational costs pending review of Charitable Donations and Solicitations policy amendments.
11/28/17	464/17 Live Video Feed in Council Chambers pending more information and additional quotes on alternative live video feed systems



AGENDA ITEM

PROJECT: Kelly and Andrea Spongberg Public Presentation		
PRESENTATION DATE: January 9, 2018		
DEPARTMENT: Public Works	WRITTEN BY: Erik Hansen	REVIEWED BY: Rick Emmons, Interim CAO
BUDGET IMPLICATION: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy (cite) Policy:		
STRATEGIC PLAN THEME: Managing Our Growth	PRIORITY AREA: Transportation	STRATEGIES: Support a transportation network that connects and moves residents and industry.
ATTACHMENT(S): Letter, Exhibits 1 – 4		
RECOMMENDATION: That Council receives the Spongberg delegation as information.		

BACKGROUND:

Kelly and Andrea Spongberg are currently developing 13 industrial lots (Metaldog Industrial Subdivision) north of Township Road 40-0 on Range Road 7-2 (Airport Access Road). The Spongberg's have requested a delegation to speak to Council regarding the cost contribution they made to upgrade a portion of Range Road 7-2.

Kelly and Andrea Spongberg
400051 Rge Rd 7-2
Clearwater County, AB
T4T 1A4

December 11, 2017

Clearwater County Council
4340 – 47th Ave
Rocky Mountain House, AB
T4T 1A4

RE: Metaldog Industrial Subdivision – cost sharing request for RR 7-2 overlay

Reeve and Council,

As you may know we are developing 13 industrial lots north of town on Range Rd 7-2. We began this process in 2010. They are now nearing completion. We are requesting Clearwater County Council consider assisting us, the developers of Metaldog Industrial Subdivision, with the costs that were incurred for an asphalt overlay of Range Road 7-2. We requested the overlay in August of 2013 to remove the seasonal 90% Road Ban from RR 7-2 to allow for our own construction as well as to provide any potential lot owners with a ban free road. RR 7-2 is a main artery through designated industrial and commercial zones, connecting the Rocky Mountain House Airport with the Town and County. We were told at this time that we could apply for an Endeavor to Assist to be placed on this infrastructure upgrade so that we would be able to recover some of our costs if future development used RR 7-2 and we therefore applied for an Endeavor to Assist on August 16, 2013. We also entered into a Cost Contribution Agreement with the County on October 1, 2013 to have the work completed by the County for which we provided an Irrevocable letter of credit for \$270,000.

The asphalt overlay of RR 7-2 from Road 40-0 to our north approach was completed in August of 2014 and our cost was \$161,374.87 for the upgrade. (Exhibit 2) Please note that there was additional work done on the road at the same time that was not considered to be our responsibility, listed as County Portion. On August 28, 2014 a 10 year Endeavor to Assist was placed on file for all properties utilizing RR 7-2 that could potentially benefit from the road upgrades.

Subsequently in July of 2015, Clearwater County purchased land directly to the west of us on RR 7-2 for salt and sand storage, a potential new administration building and/or industrial lots. The asphalt overlay that we paid for allows County trucks to use the ban free road now, the main County approach is directly across from our north approach. Also of note is the fact that we constructed a large firepond, as required by County conditions, that may be used in the case of fire on County property or any property in the area.

We had been encouraged to submit a request to Clearwater County Council for assistance in the summer of 2013 by County staff in accordance with the Access Roads Policy. (Exhibit 1) However we found out that a new policy was being drafted and that we should wait, therefore when we applied to Council to include the upgrades in the 2014 Overlay project we did not ask for any assistance with the cost apart from establishing an Endeavor to Assist. When the new Endeavor to Assist Program was released February 24, 2015 we found that the policy had been written to specifically exclude County development from any need to assist developers with public upgrades. (Exhibit 3) This does not seem to be in accordance with Section 651(3) of the Municipal Government Act.

(3) If a municipality has at any time, either before or after this section comes into force, or before or after section 77.1 of the Planning Act was deemed to come into force, entered into an agreement providing for reimbursement of payments made or costs incurred in respect of the excess capacity of an improvement by an applicant for a development permit or subdivision approval, the municipality must, when other land that benefits from the improvement is developed or subdivided, enter into an agreement with the applicant for a development permit or subdivision approval for the other land, and that agreement may require the applicant to pay an amount in respect of the improvement, as determined by the municipality, which may be in excess of the cost of the improvement required for the proposed development or subdivision

We applied to Clearwater County Public Works Department for assistance through the Endeavor to Assist Policy on October 18, 2016 but were denied due to the fact that the “current Endeavor to Assist Policy does not apply to development by Clearwater County.” (Exhibit 4) We have reviewed other Municipal Endeavors to Assist and Infrastructure Cost Recovery policies and we have not found another one yet that specifically excludes the Municipality.

We are now appealing to Clearwater County Council to share the cost of upgrading RR 7-2 to ban free status. It is not fair for us to pay for the whole cost of upgrading this road, especially now that the County itself and it’s citizens are benefitting from its use.

We are available for a public presentation of this request should there be any questions arising.

We thank you for your consideration of this request.

Sincerely

Kelly and Andrea Spongberg

Clearwater County

ACCESS ROADS

EFFECTIVE DATE: February 2008

Revised July 12, 2011

SECTION: Public Works

POLICY STATEMENT:

To allow for the construction of a road by the Municipality of any undeveloped road allowance, on a cost-share basis with the affected landowner(s) to parcels that do not have municipal standard physical access.

Definition:

- **New Construction**- The construction of a roadway where no previous road existed.
- **Major Improvement**- Any substantial improvement to an existing road such as an intersectional treatment, road widening or existing road upgrades. This does not include maintenance gravel or road repairs and shall be at Clearwater County's sole discretion.

PROCEDURE:

1. When an individual requests the construction of a road that is not necessarily required in the interest of the general public, Council may approve its construction on a cost-share basis with the landowner requesting the road, provided the parcel is not currently serviced by any other public roadway maintained by the County. This will include roads constructed on an adjacent municipality's right-of-way if the road will serve as the only access to a property within Clearwater County.
2. An individual may not apply to have an access road cost shared that the applicant had previously constructed to municipal standard at their own cost.
3. An applicant that has constructed an "Isolated Residential Access Road" which provides the only access to the parcel may apply to have this road upgraded to municipal standard under the "Access Road Policy". In this situation the Public Works Director or his designate will prepare an estimate for the cost of constructing a municipal standard roadway as if the existing road was not present. After the road has been upgraded to municipal standard the difference between the estimate and the actual cost will be credited to the applicant. The purpose of this clause is to credit individuals for the costs incurred in building an "Isolated Residential Access Road". This option will only be made available to the individual (or spouse) who incurred the costs of building an "Isolated Residential Access Road" and will not apply to new land owners, family or other assigns. For further clarification the municipality will not credit costs when the road is upgraded by the County for general public purposes at its sole cost.

4. Access roads will be cost shared to the closest reasonable access point into a parcel, and then extend approximately twenty metres (20m) beyond the approach to accommodate a turn around. If an access road intersects an undeveloped road allowance the cost share shall extend to meet the setback requirements of the "Approach Construction Guidelines Policy".
5. A developer may apply to construct an access road to parcel under this policy, for the purpose of first parcel out subdivision, if no other access exists to the parcel. If the access road does not serve the new parcel, the cost to build the additional road from where the cost share ends to the new parcel is solely at the developer's expense, this includes the approach and turnaround
6. The Public Works Director or his designate will prepare an estimate on the costs of building the roadway on the shareable sections only. This estimate will form the basis for cost sharing and shall be approved by Council.
7. If conditions merit, the estimate done by the Public Works Director or his designate, may be to a standard lower than that normally approved. Factors that are to be considered include:
 - a) anticipated use by the applicant and the other users;
 - b) the terrain and the building conditions;
 - c) the maintenance conditions after construction; and
 - d) the future use of the roadway.Every effort will be made to find a standard that will serve the applicant and yet give the Municipality a road surface that can be reasonably maintained.
8. The Municipality may accept up to seventy-five percent (75%) of the cost to construct the first eight hundred metres (800m) of an access road or a portion thereof. For access roads that exceed eight hundred metres (800m) in length, the municipality may accept up to fifty percent (50%) of the cost to construct the next eight hundred metres (800m) or a portion thereof. No cost share will be considered on the portion of access road that exceeds one thousand six hundred metres (1,600m). The maximum contribution on the first eight hundred metres (800m) shall not exceed one hundred thousand dollars (\$100,000.00). The maximum contribution on the next eight hundred metres (800m) shall not exceed seventy-five thousand dollars (\$75,000.00) per project, with the applicant to pay the remaining cost. This amount shall be based on the approved estimate provided by the Public Works Department.
9. The cost-share of the applicant shall be paid in the form of cash or an irrevocable letter of credit to the Municipality preceding the work and will be based upon the approved costs of the project. Any excess funds from the deposit will be refunded upon the completion of work.
10. The Municipality shall be considered the general contractor for any projects approved under this policy.
11. The Municipality shall budget for this program. If there are no road access applications by August 31, monies may be reallocated by Council from the "Access Road Budget" for other construction programs in that year.

12. An individual that has paid in full or in part for the new construction or major improvement to a municipal standard road may apply for the “Endeavor to Assist Program.” The terms and conditions of the “Endeavor to Assist Program” are as follows:
- a) This program applies to roads that are municipally maintained and the construction or major improvement of the described road has been funded in whole or in part by an individual or a group of individuals.
 - b) The base value of the recoverable cost for the road construction or major improvement shall be determined by the Public Works Director or his designate, in their sole discretion.
 - c) This program will only apply to new first parcel subdivisions, multi-lot subdivisions or severances that directly benefit from the construction of (or major improvement to) a road. This program does not apply to individual approaches, industry access, or the development of an existing parcel.
 - d) Upon receiving a referral for a new subdivision, multi-lot subdivision or severance; the Public Works Director or his designate will determine the value of the cost recoverable section of road. For clarification, the sharable value will be based on a measurable benefit (for example: an access point into a subdivision off a new road). The determined amount will be payable to Clearwater County then dispersed to the appropriate parties.
 - e) All applicable development as described within this policy will be required to pay the County fifty percent (50%) of the determined value of the cost recoverable section of road within five (5) years of the year the road is accepted by Clearwater County. After five (5) years the road will be removed from the program.
 - i. This program will be made available only to the original applicant(s) or their spouse who incurred or shared in the cost of building the road or major improvement.
 - ii. This program is not transferable to subsequent land owners, family members or other assigns.
13. This policy is intended to work in conjunction with but not limited to the Clearwater County “Approach Construction Guidelines Policy”, “Road Standards Policy”, “Residential Subdivision Standards Policy” and the “Fencing Policy.”



Clearwater County

Box 550
Rocky Mountain House, AB
T4T 1A4

403-845-4444

403-845-7330 FAX

D1 - Exhibit 2

INVOICE INV08500

INVOICE

SPONGBERG, KELLY
BOX 533
ROCKY MTN. HOUSE AB T4T 1A4

Date: 12/31/2014
Customer ID: SPO005
Payment Terms:

Customer ID	Customer P.O. No.	GST #	Payment Terms	
SPO005				
Quantity	Description	U Of M	Unit Price	Subtotal
1.00	ROADWAY IMPROVEMENTS OF RR 7-2	EA	\$ 153,690.35	\$ 153,690.35
ROADWAY IMPROVEMENTS OF RR 7-2			Subtotal	\$ 153,690.35
			Tax	\$ 7,684.52
			Total	\$ 161,374.87

GST # 107747289

Please return this portion with your payment.

Customer ID SPO005

Customer SPONGBERG, KELLY

Invoice No. INV08500

Clearwater County

Box 550
Rocky Mountain House, AB
T4T 1A4

Invoice Total	Amount Paid
\$ 161,374.87	

PLEASE PAY ALL INVOICES WITHIN 30 DAYS
2% INTEREST WILL BE ADDED TO ALL OVERDUE ACCOUNTS



January 16, 2015

Kelly Spongberg
Box 533
Rocky Mountain House, AB
T4T 1A4

Attention: Kelly Spongberg

RE: Cost Contribution Agreement

As per the Cost Contribution Agreement dated October 1, 2013 Clearwater County has completed the required Roadway Improvements of Range Road 7-2. Our engineers have provided a final account for the costs associated with the roadway improvements and are included with this letter. Also included are the associated legal fees for the Cost Contribution Agreement.

The Road Improvements required were estimated at approximately \$180,000.00. Clearwater County requested an Irrevocable Letter of Credit in the amount of 150% or \$270,000.00, which you provided October 4, 2013. The final project costs including legal fees total **\$153,690.35**. Once Clearwater County receives your payment of \$153,690.35 plus GST for a total amount of \$161,374.87 (see attached invoice), the County will release the described Letter of Credit and consider the contractual conditions fulfilled.

If you have any questions please feel free to contact me

Sincerely

A handwritten signature in blue ink, appearing to read "Erik Hansen", is written over a light blue horizontal line.

Erik Hansen
Manager, Infrastructure

Attachments

COPY

12/000718 D1 - Exhibit 2
D13/11391



B R O W N L E E
L L P
R E G I S T E R E D & S E L E C T E D

Clearwater County
ATTN: Ron Leaf - Municipal Manager
Provincial Bldg., Box 550
Rocky Mountain House AB T4T 1A4
Canada

October 30, 2013
Invoice No.: 392794
Our File Number: 71234-0115/LIR
Your Reference:
Email: lranda@brownleelaw.com
Direct Line: 780-497-4832

RE: Metaldog Subdivision - Cost Contribution Agreement

REMITTANCE COPY

PLEASE REMIT WITH PAYMENT TO

2200 Commerce Place
10155 - 102 St
Edmonton Alberta T5J 4G8

TOTAL THIS INVOICE:

TOTAL PROFESSIONAL FEES	243.75
TOTAL TAXABLE DISBURSEMENTS	0.00
TOTAL NON-TAXABLE DISBURSEMENTS	0.00
TOTAL OTHER CHARGES	7.00 250.75
TOTAL GOODS & SERVICE TAX	12.54
	<hr/>
TOTAL FEES, DISBURSEMENTS, OTHER CHARGES AND Goods & Service Tax	\$263.29

Please make cheque payable to Brownlee LLP or payment may also be made by VISA or Mastercard on line
www.brownleelaw.com/payment/

1844

This file is Taxable for purposes of Goods & Service Tax.

INTEREST ON ACCOUNTS OUTSTANDING IN EXCESS OF 30 DAYS

WILL BE CHARGED at 0.00% PER ANNUM.

G.S.T. NUMBER: R119412096

12/000718
D13/10209

D1 - Exhibit 2

COPY



B R O W N L E E
L L P
R E P R E S E N T A T I V E S & S O L I C I T O R S

Clearwater County
ATTN: Ron Leaf - Municipal Manager
Provincial Bldg., Box 550
Rocky Mountain House AB T4T 1A4
Canada

September 27, 2013
Invoice No.: 391436
Our File Number: 71234-0115/LIR
Your Reference:
Email: lranda@brownleelaw.com
Direct Line: 780-497-4832

RE: Metaldog Subdivision - Cost Contribution Agreement

REMITTANCE COPY

PLEASE REMIT WITH PAYMENT TO

2200 Commerce Place
10155 - 102 St
Edmonton Alberta T5J 4G8

TOTAL THIS INVOICE:

TOTAL PROFESSIONAL FEES	2,292.50	
TOTAL TAXABLE DISBURSEMENTS	10.00	
TOTAL NON-TAXABLE DISBURSEMENTS	0.00	
TOTAL OTHER CHARGES	34.80	2327.30
TOTAL GOODS & SERVICE TAX	116.87	
		<hr/>
TOTAL FEES, DISBURSEMENTS, OTHER CHARGES AND Goods & Service Tax	\$2,454.17	

Please make cheque payable to Brownlee LLP or payment may also be made by VISA or Mastercard on line www.brownleelaw.com/payment/

3200
M.S.L.

This file is Taxable for purposes of Goods & Service Tax.

INTEREST ON ACCOUNTS OUTSTANDING IN EXCESS OF 30 DAYS

WILL BE CHARGED at 0.00% PER ANNUM.

G.S.T. NUMBER: R119412096



Construction Cost Summary

Description of Work
 Asphalt Concrete Pavement, and Other Work
 Design Designation: RAU-208-100

Job No. 131-20296-00
 Project : RR 7-2
 From: Twp. Rd 40-0
 From km: 0.001
 To: 1.4
 To km: 1.400
 Subgrade Width: 8.8m

CEB Code #	Bid Item Description *	Unit	Quantity	Unit Price	Cost	Spec No.s	Developer Portion		County Portion	
X100	Mobilization	lump sum	1.00		\$31,000	1.2.13	78.23%	\$24,251.67	21.77%	\$6,748.33
X004	Site Occupancy	days				1.2.21				
B100	Subgrade Excavation	m3		\$ 20.00		3.1.3				
B152	Granular Fill	t	32.55	\$ 25.00	\$814	3.8.5	32.55	\$ 813.75		
Q993	Asphalt Concrete Pavement - EPS Mix Type L1 ()	t	1,470.14	\$ 74.00	\$108,790	3.50.7	1,470.14	\$ 108,790.36		
S350	Roadway Lines - Supplying Paint and Painting (Directional Dividing and 2 Edge Lines)	km	1.40	\$ 648.00	\$907	7.2.6	1.40	\$ 907.20		
G270	Sideslope Improvement	km	0.17	\$ 118,000.00	\$20,060	3.60.4		\$ -	0.17	\$ 20,060.00
D100	Culverts - Remove and Dispose (C.S.P.) (up to 700 mm dia.)	m	34.00	\$ 280.00	\$9,520	2.4.4		\$ -	34.0	\$ 9,520.00
D410	Culverts - Supply and Install (600 mm dia. C.S.P.)	m		\$ 220.00		2.4.4		\$ -		\$ -
S315	Pavement Messages - Stop Bar	messages	1.00	\$ 180.00	\$180	7.3.5	1.00	\$ 180.00		
S320	Pavement Messages - Stop Ahead	messages	1.00	\$ 280.00	\$280	7.3.5	1.00	\$ 280.00		
S700	Milled Rumble Strips for Stop Conditions	sets	1.00	\$ 1,800.00	\$1,800	3.52.4	1.00	\$ 1,800.00		
G011	Approach Improvement	approaches	1.00	\$ 1,800.00	\$1,800			\$ -	1.0	\$ 1,800.00
Total					\$175,151.31			\$ 137,022.98		\$ 38,128.33

Total	\$175,151.31	\$ 137,022.98	\$ 38,128.33
Total Estimated Contract Cost	\$175,151.31	\$ 137,022.98	\$ 38,128.33
Contingencies @ 5%			
Total Estimated Contract Cost + Contingency	\$175,151.31	\$ 137,022.98	\$ 38,128.33
Estimated Engineering Cost	\$11,004.27	\$8,608.77	\$2,395.50
Possible ACP Bonus	\$1,950.14	\$1,950.14	
Possible Site Occupancy Bonus	\$4,500.00	\$3,520.40	\$979.60
Total Estimated Cost (Rounded To Nearest 100 Dollars)	\$192,605.72	\$ 151,102.30	\$ 41,503.42

Date : 16-Jan Prepared By : Kelly Brouwer

Date : _____ Checked By : _____



**CLEARWATER COUNTY
ENDEAVOUR TO ASSIST PROGRAM**

POLICY

EFFECTIVE DATE: REVISED DATE:	February 24, 2015
SECTION:	Public Works
POLICY STATEMENT:	To provide a mechanism for a developer to recover a portion of a capital investment into publicly owned infrastructure that was required as a condition of development by Clearwater County or the Province of Alberta. This mechanism will be referred to as the Clearwater County Endeavour to Assist Program.
DEFINITIONS:	<ul style="list-style-type: none"> • <u>Publicly Owned Infrastructure –</u> This includes but is not limited to, any municipal road, municipally owned water and wastewater systems, municipally owned fire ponds, municipally owned storm water management ponds and, Provincial Highways and associated infrastructure. • <u>Capital Investment –</u> The quantifiable amount a Developer was required to pay to construct or enhance Public Infrastructure. • <u>Developer –</u> An individual, group of individuals, company, corporation or organization that has made a quantifiable capital investment into Public Infrastructure.
PROCEDURE:	<ol style="list-style-type: none"> 1. A Developer that has paid in full or in part for the construction of or enhancement to Publicly Owned Infrastructure may be eligible for the Endeavor to Assist Program. The terms and conditions of the Endeavor to Assist Program are as follows: <ol style="list-style-type: none"> a) When a development is approved and the project is eligible for the Endeavor to Assist Program, the developer may submit an application form indicating the description of the project, construction completion and acceptance date and the costs associated. A detailed cost breakdown and verification may be required depending on the complexity of the project. b) The eligibility of a project, for consideration, will commence upon the final completion and acceptance of a development by the Municipal or Provincial Authority. c) As additional development is applied for, utilizing in whole or part of an approved Endeavour to Assist project, the County will determine, in its sole discretion, the derived measurable benefit and the value of a reasonable cost contribution. The cost contribution amount shall be



CLEARWATER COUNTY ENDEAVOUR TO ASSIST PROGRAM

	<p>determined by the Director, Public Works or his designate, in their sole discretion.</p> <p>d) The determined amount will be payable to Clearwater County as a condition of development then dispersed to the appropriate parties.</p> <p>e) Eligible projects include, but are not limited to, any property, lands, systems, or infrastructure that is owned by government.</p> <p>Examples:</p> <ul style="list-style-type: none">- Municipal road construction including Industry Access Roads on road allowance, Isolated Access Roads on road allowance, Forced Municipal roads, Residential /Commercial/ Industrial Subdivision Roads and Resource Roads- Municipally owned water and wastewater systems- Municipally owned fire ponds/storm water management ponds and associated infrastructure.- Intersectional treatments or improvements to Municipal or Provincial Highways asphalt surfacing, road widening, or,- Any project deemed eligible by Clearwater County <p>f) Ineligible projects include, but are not limited to:</p> <ul style="list-style-type: none">- Dust suppression- Road Maintenance or additional gravel- Gravel road construction or improvements more than (5) five years after construction completion and acceptance.- Surfaced road construction or improvements, asphalt overlay and intersectional treatments more than (10) ten years after construction completion and acceptance.- Water treatment systems, wastewater treatment systems, fire ponds, storm water management ponds more than (15) fifteen years after construction completion and acceptance.- Clearwater County, will evaluate, in their sole discretion, any other projects that may be considered ineligible under this policy. <p>g) Development that is excluded from contributing to an Endeavour to Assist project include, but are not limited to, the following:</p> <ul style="list-style-type: none">- All development by Clearwater County- All development by the Province of Alberta- Any development that does not require a Development Agreement or permit- Access to a field or agricultural purpose approach- Residential development not associated with subdivision <p>h) This program will be made available only to the original applicant(s) or their spouse. This program is not transferable to subsequent land owners, family members or other assigns.</p>
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File

12/000718
D13/8213

August 22, 2013

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

RE: Metaldog Industrial Park Subdivision – 2014 Overlay Program Request for RR72 upgrades

Reeve and Council,

The proposed Metaldog Industrial Park is located at NW ¼ Sec. 2 -Twp 40 - Rge.7 - W5M, within Clearwater County. The Area Structure Plan for the subject site was approved by Clearwater Council on June 25, 2013. The subdivision application to subdivide the 13 industrial lots was approved by the Municipal Planning Commission on August 8, 2013.

Access for the proposed Metaldog Industrial Park is proposed from Range Road 72 and Township Road 400. There is currently a seasonal road ban of 90% placed on RR72 from Twp. Rd. 400 due to the existing structure of the roadway. The County requires that RR72 be upgraded to a ban-free structure for the purposes of this development. This would include the addition of approximately 40mm of A.C.P. on the existing structure from Township Road 40-0 to the North entrance into the industrial park.

The Public Works Department suggested the possibility of adding these RR72 upgrades to the County's 2014 overlay project. We are therefore requesting that the County consider adding these RR 72 upgrades to the 2014 overlay program. It is our understanding, in discussions with Mr. Hansen that the County would complete the estimate for construction and project engineering and then tender this work out. The developer would be responsible for the costs associated with his share of the upgrades.

We thank you for your consideration on this matter. Please contact the undersigned should you have any questions.

Sincerely,



Kelly Spongberg
(403) 429-3906

12/000718
D13/102/12

File



Metaldog Industrial Park

Agenda Item

Project: Range Road 7-2 Upgrades	
Presentation Date: October 8, 2013	
Department: Public Works	Author: Erik Hansen
Budget Implication: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation	
Strategic Area: Infrastructure & Asset Management	Goal: Protection of the investment of the current surfaced infrastructure and existing bridge inventory is a high priority with a view to developing existing surfaced roads to a ban free standard.
Legislative Direction: <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) _____ <input type="checkbox"/> County Policy _____	
Recommendation: That Council review the information presented and approve allowing the developer to include this project on our 2014 asphalt overlay project.	
<i>Approved</i>	

Background: Clearwater County has approved the development of 13 light industrial lots, known as the Metaldog Industrial Park, located 1.4 Km North of Township Road 40-0 on Range Road 7-2. One of the conditions of this development was to upgrade RR 7-2 to a ban free structure to accommodate the anticipated traffic on this roadway. All costs associated with bring this road to a ban free standard shall be at the developers' expense. The estimated cost for the required upgrades was approximately \$180,000.00.

Clearwater County has since received a request from the developer to include the required road upgrades with the County's 2014 Asphalt Overlay Program.

As there is currently no Policy to deal with this type of a request and the fact that our tender was going out at the middle of September, the administration added this project as a separate schedule to our tender.



The developer was required to enter into an agreement with Clearwater County that was contingent on Council's award of the tender. The developer was also required to provide an irrevocable letter of credit to the County for 150% of the estimated cost to undertake this work.

Staff will bring a Policy back to Council to deal with requests of this nature in the next few weeks.

Minutes of a Regular Council Meeting of Clearwater County, Province of Alberta, held October 08, 2013 in the Clearwater County Council Chambers in Rocky Mountain House.

CALL TO ORDER: The Meeting was called to order at 8:57 A.M. by Reeve Alexander with the following being present:

Reeve:	Pat Alexander
Councillors:	John Vandemeer
	Bob Bryant
	Jim Duncan
	Case Korver
	Dick Wymenga
	Earl Graham
Chief Administrative Officer:	Ron Leaf
Director, Public Works:	Marshall Morton
Recording Secretary:	Tracy Haight
	Helge Nome
	Sarah Maetche
	Erik Hansen
	Kurt Magnus
	Brad Welygan

AGENDA: Councillor Jim Duncan added Conference Invitation as E4. Ron Leaf requested Council add Brazeau Collieries Mine Site Trail System as E5 and a verbal update on law enforcement as In Camera G2.

JIM DUNCAN: That the October 08, 2013 Regular Meeting Agenda be accepted as amended.

372/13 CARRIED 7/0

CONFIRMATION OF MINUTES:

1. September 24, 2013 Regular Meeting Minutes

EARL GRAHAM That the Minutes of the Sept 24, 2013 Regular Meeting be accepted.

373/13 CARRIED 7/0

CONFIRMATION OF MINUTES:

1. September 24, 2013 Public Hearing Minutes

DICK WYMENGA: That the Minutes of the Sept 24, 2013 Public Hearing be accepted.

374/13 CARRIED 7/0

PUBLIC WORKS: 2. Metaldog Industrial Park RR7-2 Upgrade

Marshall Morton stated the developer of Metaldog Industrial Park Ltd. is required to upgrade Range Road 7-2 (RR7-2), at the developer's expense, to a ban free standard as per conditions of the development permit. The developer requested Clearwater County to include the developer's costs for upgrades to RR7-2 in the County's 2014 Asphalt Overlay Program.

Mr. Morton noted there is not a policy to cover this type of request; however, as Clearwater County was releasing the tender for the program in September, the RR7-2 project was added as a separate schedule.

October 08, 2013
Page 2 of 6

Contingent on Council's awarding the tender, the developer entered into an agreement with Clearwater County, including the provision of an irrevocable letter of credit for 150% of the estimated costs.

Discussion followed on the advantages of including the developer's project in the 2014 asphalt overlay program which will provide significant cost savings and ensure that the County's road standards will be met.

Mr. Morton stated staff will present a policy to process future requests of a similar nature, at a later date for Council's approval.

JOHN VANDERMEER: That Council authorizes the inclusion of the RR7-2 upgrade project in the 2014 Asphalt Overlay 2014 Tender as per conditions.

375/13

CARRIED 7/0

1. 2014 Local Roads: Tender Award – Sideslope Improvement & Other Work

Erik Hansen stated administration has tendered the proposed 2014 Asphalt Overlay program which includes re-surfacing, side slope improvement and other work for seven major projects. Mr. Hansen noted seven bids were received at the October 3 tender opening in which Lahrmann Construction Inc. was the low valid bidder at a cost of \$4,706,942.60. This amount is \$416,712.87 less than the engineer's estimated amount.

Mr. Hansen responded to Council's request for explanation on the tender process for public work contracts.

Mike Haugen joined the meeting.

Discussion followed on the tender process, attendance at tender openings, loader tenders, and options available to contractors for purchasing tender documents.

Councillor Bob Bryant recommended including information on the tender process in a future newsletter article.

Trevor Duley and Rhonda Serhan joined the meeting.

DICK WYMENGA: That Council approves awarding the 2014 Asphalt Overlay Program tender to Lahrmann Construction Inc.

376/13

CARRIED 7/0

3. Policy Review: Final DRAFT "Snowplowing and Grading of Gravel Roadways"

Kurt Magnus presented the final draft policy for "Snowplowing and Grading of Gravel Roadways", amended as per recommendations from Council.

JIM DUNCAN: That Council accepts the "Snowplowing and Grading of Gravel Roadways" policy as presented.

377/13

CARRIED 7/0

Erik Hansen, Kurt Magnus and Marshall Morton left the meeting.

File

1700135 AB. Ltd

October 12, 2016

CLEARWATER COUNTY

Box 550

Rocky Mountain House, AB

T4T 1A4

Re; Metaldog Industrial Development / Endeavor To Assist

I need the county to consider if the endeavor to assist agreement will apply to the upgrades we paid for on Range Road 7-2, now that the county is developing, and possibly reselling, land that is serviced by Range Road 7-2. The salt storage that is already built would have required road upgrades, and the rest of the property being used for equipment storage most likely would as well. I am not aware of any clause in the agreement that exempts the county from the endeavor to assist agreement, when it is the developer. I can be reached at 403-402-6333.

SINCERELY,



KELLY SPONGBERG

August 16, 2013

Clearwater County Public Works Department
c/o Eric Hansen
4340-47th Avenue
Box 550
Rocky Mountain House, AB
T4T 1A4

RE: Metaldog Industrial Park Subdivision – Endeavor to Assist Request for the RR72 upgrades

Dear Mr. Hansen,

The proposed Metaldog Industrial Park is located at NW ¼ Sec. 2 -Twp 40 - Rge.7 - W5M, within Clearwater County. The Area Structure Plan for the subject site was approved by Clearwater Council on June 25, 2013. The subdivision application to subdivide the 13 industrial lots will go forward to the Municipal Planning Commission on August 8, 2013 for decision.

Access for the proposed Metaldog Industrial Park will be from Range Road 72 and Township Road 400. There is currently a seasonal road ban of 90% placed on RR72 from Twp. Rd. 400 due to the existing structure of the roadway. The County requires that RR72 be upgraded to a ban-free structure for the purposes of this development. This would include the addition of approximately 40mm of A.C.P. on the existing structure from Township Road 40-0 to the North entrance into the industrial park.

The upgrade of RR72 to a ban free structure will not only benefit the proposed industrial park but will also benefit future developers and users in the area. Lands to the south and west of the site are identified in the Rocky-Clearwater Intermunicipal Development Plan as industrial and lands further south are identified for commercial land use. It is clear that the overall future intent of this area is for industrial and commercial development. We are therefore asking Council to consider an endeavor to assist agreement for the RR72 upgrades so that I as the developer can recover these upgrading costs from future developers in the area.

We thank you for your consideration on this matter. Please contact the undersigned should you have any questions.

Sincerely,



Kelly Spongberg
(403) 429-3906



October 18, 2016

Kelly Spongberg
Box 533
Rocky Mountain House, Alberta
T4T 1A4

RE: Metaldog Industrial Park Subdivision - Endeavor to Assist Request for Range Road 7-2 Upgrades

I would like to thank you for your letter dated October 12, 2016. As discussed during our meeting with you and Andrea yesterday, October 17, 2016, the current Endeavor to Assist Policy does not apply to development by Clearwater County. However, an endeavor to assist has been placed on file for all properties utilizing RR 7-2 that could potentially benefit from the road upgrades. In the event of future development, the conditions of Clearwater County's Endeavor to Assist Policy may be applied.

As you may be aware, there is ten (10) year limitation on the endeavor. This commenced on August 28, 2014. Your contribution is valued at \$161,374.87 (including GST).

If you have any questions or concerns please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Erik Hansen".

Erik Hansen
Manager, Infrastructure
ehansen@clearwatercounty.ca

cc: Marshall Morton, Clearwater County
Keith McCrae, Clearwater County
Theresa Laing, Division Five Councillor, Clearwater County



AGENDA ITEM

PROJECT: Service Alberta, Assistant Deputy Minister Stephen Bull		
PRESENTATION DATE: January 9, 2018		
DEPARTMENT: Municipal	WRITTEN BY: Rick Emmons	REVIEWED BY: Tracy-Lynn Haight/Rick Emmons, Interim CAO
BUDGET IMPLICATION: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy (cite) Bylaw: _____ Policy: _____		
Strategic Area: #1: Managing Our Growth	Priority Area: Objective – 1.3 Generate an innovative local economy that stimulates opportunities for investment, business and training.	STRATEGY: 1.3.4 Initiate programs, which may include installation of communication towers and/or fiber optic cable, to support “Final Mile” connectivity for residents, business, and industry within Clearwater County.
RECOMMENDATION: That Council receives the information as presented for future discussion and consideration.		

BACKGROUND:

Following a conversation between Clearwater County Council and the Honourable Minister Stephanie McLean at the AAMDC conference in November of 2017, Assistant Deputy Minister, Mr. Stephen Bull, requested an opportunity to present the following updates from Service Alberta:

- Alberta SuperNet – progress made with the procurement of a new operator, development of a new operating agreement for the Alberta SuperNet and next steps.
- Federal Broadband Initiatives – Innovation, Science and Economic Development Canada’s (ISED) ‘Connect to Innovate’ program and, Canadian Radio-television and Telecommunications Commission (CRTC) progress on the reestablishment of the \$750 million program announced in December 2016.
- Development of Alberta Broadband Policy Options – objectives, anticipated timeline, progress to date and next steps.

Mr. Bull will also take this opportunity to gather input from Council towards broadband options for Alberta.



AGENDA ITEM

PROJECT: Spongberg Cost Share Request		
PRESENTATION DATE: January 9, 2018		
DEPARTMENT: Public Works	WRITTEN BY: Erik Hansen	REVIEWED BY: Rick Emmons, Interim CAO
BUDGET IMPLICATION: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input checked="" type="checkbox"/> County Bylaw or Policy (cite) Policy: Endeavour To Assist Program Policy, (Rescinded) Access Roads Policy revised July 12, 2011		
STRATEGIC PLAN THEME: Managing Our Growth	PRIORITY AREA: Transportation	STRATEGIES: Support a transportation network that connects and moves residents and industry.
ATTACHMENT(S): Air Photo, Endeavour To Assist Program Policy, (Rescinded) Access Roads Policy		
RECOMMENDATION: That Council uphold their current policy that excludes the County from contributing to an Endeavor to Assist request and re-visit this matter in the context of the Joint Development Area pending recommendations from the IDP committee.		

BACKGROUND: In October 2013, Clearwater County and Kelly Spongberg entered into a cost contribution agreement for road upgrades to a portion of Range Road 7-2. These upgrades were a requirement for the development of the Metaldog Industrial Subdivision. The agreement allowed Mr. Spongberg to add the required road upgrades to the County's 2014 Asphalt Overlay Program maximizing potential cost savings by combining similar work creating a larger tendered project. In conjunction with the Spongberg's cost contribution request they requested that an endeavor to assist be put in place so that they could potentially recover some of their investment into the County road. The County policy that addressed endeavor to assist requests at the time was the Access Roads Policy. Through this policy the endeavor to assist was only applicable to new first parcel subdivisions, multi-lot subdivisions or severances that directly benefited from the construction or major improvement and was only valid for 5 years.

In February 2015, Council endorsed a standalone version of the Endeavor to Assist Program Policy. The new policy expanded project eligibility and extended the timelines associated with paving and water/ wastewater systems. The new policy specifically excluded Clearwater County and the Province of Alberta from contributing to an Endeavor to Assist.

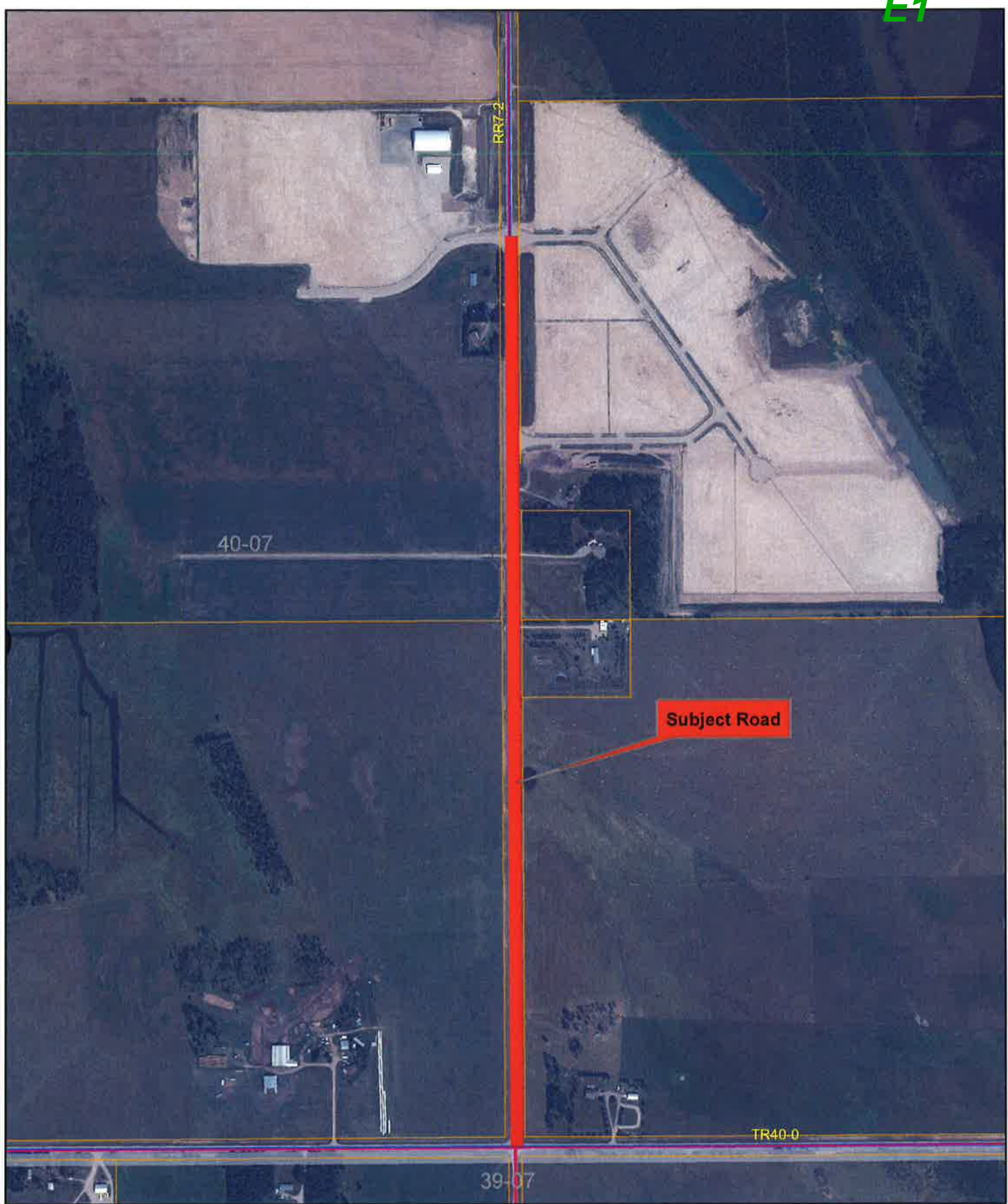
In July 2015, the County purchased the NE 3 40-7 W5M and acreage directly west of the Metaldog Industrial Subdivision. In 2016 the earthworks and construction commenced for the future Administration Facility and the Salt/ Sand Storage Facility. On October 12, 2016 the County received a letter from Kelly Spongberg requesting consideration for their contribution into the road as the County was developing directly adjacent to their development. The County's response letter, dated October 18, 2016, included that the current Endeavor to Assist Policy excludes the County's development and that a note will be placed on file for all properties that utilize RR 7-2 north of Twp. Rd 40-0. Further to this, in consideration of their investment, the letter extended the project eligibility to ten years as per the new policy.

As per the Spongberg's December 11, 2017 letter, the request is that Council consider cost sharing their contribution of \$161,375.00 as the County is benefitting from the road upgrades.

Administration believes that the current Endeavor to Assist Program Policy is clear in that Clearwater County is exempt from being obligated to contribute to the road upgrades. Further to this, if the old Access Roads policy was applied the County would not be obligated to contribute as the County did not create a new first parcel subdivision, multi-lot subdivision or severance that benefits from the road upgrades.

There has been some preliminary discussion with the Intermunicipal Development Plan (IDP) Committee in this regard earlier in 2017, as the subject road is within the Joint Development Area (JDA). This matter will likely be re-visited when the committee resumes meetings in the new year.

See Attached



Range Road 7-2 Upgrade



**CLEARWATER COUNTY
ENDEAVOUR TO ASSIST PROGRAM**

POLICY

EFFECTIVE DATE: REVISED DATE:	February 24, 2015
SECTION:	Public Works
POLICY STATEMENT:	To provide a mechanism for a developer to recover a portion of a capital investment into publicly owned infrastructure that was required as a condition of development by Clearwater County or the Province of Alberta. This mechanism will be referred to as the Clearwater County Endeavour to Assist Program.
DEFINITIONS:	<ul style="list-style-type: none"> • <u>Publicly Owned Infrastructure –</u> This includes but is not limited to, any municipal road, municipally owned water and wastewater systems, municipally owned fire ponds, municipally owned storm water management ponds and, Provincial Highways and associated infrastructure. • <u>Capital Investment –</u> The quantifiable amount a Developer was required to pay to construct or enhance Public Infrastructure. • <u>Developer –</u> An individual, group of individuals, company, corporation or organization that has made a quantifiable capital investment into Public Infrastructure.
PROCEDURE:	<ol style="list-style-type: none"> 1. A Developer that has paid in full or in part for the construction of or enhancement to Publicly Owned Infrastructure may be eligible for the Endeavor to Assist Program. The terms and conditions of the Endeavor to Assist Program are as follows: <ol style="list-style-type: none"> a) When a development is approved and the project is eligible for the Endeavor to Assist Program, the developer may submit an application form indicating the description of the project, construction completion and acceptance date and the costs associated. A detailed cost breakdown and verification may be required depending on the complexity of the project. b) The eligibility of a project, for consideration, will commence upon the final completion and acceptance of a development by the Municipal or Provincial Authority. c) As additional development is applied for, utilizing in whole or part of an approved Endeavour to Assist project, the County will determine, in its sole discretion, the derived measurable benefit and the value of a reasonable cost contribution. The cost contribution amount shall be



CLEARWATER COUNTY ENDEAVOUR TO ASSIST PROGRAM

	<p>determined by the Director, Public Works or his designate, in their sole discretion.</p> <p>d) The determined amount will be payable to Clearwater County as a condition of development then dispersed to the appropriate parties.</p> <p>e) Eligible projects include, but are not limited to, any property, lands, systems, or infrastructure that is owned by government.</p> <p>Examples:</p> <ul style="list-style-type: none">- Municipal road construction including Industry Access Roads on road allowance, Isolated Access Roads on road allowance, Forced Municipal roads, Residential /Commercial/ Industrial Subdivision Roads and Resource Roads- Municipally owned water and wastewater systems- Municipally owned fire ponds/storm water management ponds and associated infrastructure.- Intersectional treatments or improvements to Municipal or Provincial Highways asphalt surfacing, road widening, or,- Any project deemed eligible by Clearwater County <p>f) Ineligible projects include, but are not limited to:</p> <ul style="list-style-type: none">- Dust suppression- Road Maintenance or additional gravel- Gravel road construction or improvements more than (5) five years after construction completion and acceptance.- Surfaced road construction or improvements, asphalt overlay and intersectional treatments more than (10) ten years after construction completion and acceptance.- Water treatment systems, wastewater treatment systems, fire ponds, storm water management ponds more than (15) fifteen years after construction completion and acceptance.- Clearwater County, will evaluate, in their sole discretion, any other projects that may be considered ineligible under this policy. <p>g) Development that is excluded from contributing to an Endeavour to Assist project include, but are not limited to, the following:</p> <ul style="list-style-type: none">- All development by Clearwater County- All development by the Province of Alberta- Any development that does not require a Development Agreement or permit- Access to a field or agricultural purpose approach- Residential development not associated with subdivision <p>h) This program will be made available only to the original applicant(s) or their spouse. This program is not transferable to subsequent land owners, family members or other assigns.</p>
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Clearwater County

COPY

ACCESS ROADS

EFFECTIVE DATE: February 2008

Revised July 12, 2011

SECTION: Public Works

POLICY STATEMENT:

To allow for the construction of a road by the Municipality of any undeveloped road allowance, on a cost-share basis with the affected landowner(s) to parcels that do not have municipal standard physical access.

Definition:

- **New Construction**- The construction of a roadway where no previous road existed.
- **Major Improvement**- Any substantial improvement to an existing road such as an intersectional treatment, road widening or existing road upgrades. This does not include maintenance gravel or road repairs and shall be at Clearwater County's sole discretion.

PROCEDURE:

1. When an individual requests the construction of a road that is not necessarily required in the interest of the general public, Council may approve its construction on a cost-share basis with the landowner requesting the road, provided the parcel is not currently serviced by any other public roadway maintained by the County. This will include roads constructed on an adjacent municipality's right-of-way if the road will serve as the only access to a property within Clearwater County.
2. An individual may not apply to have an access road cost shared that the applicant had previously constructed to municipal standard at their own cost.
3. An applicant that has constructed an "Isolated Residential Access Road" which provides the only access to the parcel may apply to have this road upgraded to municipal standard under the "Access Road Policy". In this situation the Public Works Director or his designate will prepare an estimate for the cost of constructing a municipal standard roadway as if the existing road was not present. After the road has been upgraded to municipal standard the difference between the estimate and the actual cost will be credited to the applicant. The purpose of this clause is to credit individuals for the costs incurred in building an "Isolated Residential Access Road". This option will only be made available to the individual (or spouse) who incurred the costs of building an "Isolated Residential Access Road" and will not apply to new land owners, family or other assigns. For further clarification the municipality will not credit costs when the road is upgraded by the County for general public purposes at its sole cost.

4. Access roads will be cost shared to the closest reasonable access point into a parcel, and then extend approximately twenty metres (20m) beyond the approach to accommodate a turn around. If an access road intersects an undeveloped road allowance the cost share shall extend to meet the setback requirements of the "Approach Construction Guidelines Policy".
5. A developer may apply to construct an access road to parcel under this policy, for the purpose of first parcel out subdivision, if no other access exists to the parcel. If the access road does not serve the new parcel, the cost to build the additional road from where the cost share ends to the new parcel is solely at the developer's expense, this includes the approach and turnaround
6. The Public Works Director or his designate will prepare an estimate on the costs of building the roadway on the shareable sections only. This estimate will form the basis for cost sharing and shall be approved by Council.
7. If conditions merit, the estimate done by the Public Works Director or his designate, may be to a standard lower than that normally approved. Factors that are to be considered include:
 - a) anticipated use by the applicant and the other users;
 - b) the terrain and the building conditions;
 - c) the maintenance conditions after construction; and
 - d) the future use of the roadway.Every effort will be made to find a standard that will serve the applicant and yet give the Municipality a road surface that can be reasonably maintained.
8. The Municipality may accept up to seventy-five percent (75%) of the cost to construct the first eight hundred metres (800m) of an access road or a portion thereof. For access roads that exceed eight hundred metres (800m) in length, the municipality may accept up to fifty percent (50%) of the cost to construct the next eight hundred metres (800m) or a portion thereof. No cost share will be considered on the portion of access road that exceeds one thousand six hundred metres (1,600m). The maximum contribution on the first eight hundred metres (800m) shall not exceed one hundred thousand dollars (\$100,000.00). The maximum contribution on the next eight hundred metres (800m) shall not exceed seventy-five thousand dollars (\$75,000.00) per project, with the applicant to pay the remaining cost. This amount shall be based on the approved estimate provided by the Public Works Department.
9. The cost-share of the applicant shall be paid in the form of cash or an irrevocable letter of credit to the Municipality preceding the work and will be based upon the approved costs of the project. Any excess funds from the deposit will be refunded upon the completion of work.
10. The Municipality shall be considered the general contractor for any projects approved under this policy.
11. The Municipality shall budget for this program. If there are no road access applications by August 31, monies may be reallocated by Council from the "Access Road Budget" for other construction programs in that year.

12. An individual that has paid in full or in part for the new construction or major improvement to a municipal standard road may apply for the "Endeavor to Assist Program." The terms and conditions of the "Endeavor to Assist Program" are as follows:
- a) This program applies to roads that are municipally maintained and the construction or major improvement of the described road has been funded in whole or in part by an individual or a group of individuals.
 - b) The base value of the recoverable cost for the road construction or major improvement shall be determined by the Public Works Director or his designate, in their sole discretion.
 - c) This program will only apply to new first parcel subdivisions, multi-lot subdivisions or severances that directly benefit from the construction of (or major improvement to) a road. This program does not apply to individual approaches, industry access, or the development of an existing parcel.
 - d) Upon receiving a referral for a new subdivision, multi-lot subdivision or severance; the Public Works Director or his designate will determine the value of the cost recoverable section of road. For clarification, the sharable value will be based on a measurable benefit (for example: an access point into a subdivision off a new road). The determined amount will be payable to Clearwater County then dispersed to the appropriate parties.
 - e) All applicable development as described within this policy will be required to pay the County fifty percent (50%) of the determined value of the cost recoverable section of road within five (5) years of the year the road is accepted by Clearwater County. After five (5) years the road will be removed from the program.
 - i. This program will be made available only to the original applicant(s) or their spouse who incurred or shared in the cost of building the road or major improvement.
 - ii. This program is not transferable to subsequent land owners, family members or other assigns.
13. This policy is intended to work in conjunction with but not limited to the Clearwater County "Approach Construction Guidelines Policy", "Road Standards Policy", "Residential Subdivision Standards Policy" and the "Fencing Policy."



AGENDA ITEM

PROJECT: 2017 Clearwater County External Safety Audit		
PRESENTATION DATE: January 9, 2018		
DEPARTMENT: Municipal - Health & Safety	WRITTEN BY: Steve Maki	REVIEWED BY: Rick Emmons, Interim CAO
BUDGET IMPLICATION: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input type="checkbox"/> None <input checked="" type="checkbox"/> Provincial Legislation (cite) <input checked="" type="checkbox"/> County Bylaw or Policy (cite) Occupational Health & Safety Legislation, Alberta Municipal Health and Safety Association, Clearwater County Safety Policy		
STRATEGIC PLAN THEME: Well Governed and Leading Organization	PRIORITY AREA: 2.4 invest in, and support, a skilled, motivated and performing workforce.	STRATEGIES: 2.4.6
RECOMMENDATION: That Council reviews the results of the 2017 external safety audit and receives the information as presented.		

BACKGROUND:

In order to renew a Certificate of Recognition (COR), a municipality must pass an external audit of their health and safety management system every three years and two internal audits in between (i.e. - internal audit, internal audit, external audit, and repeat process). To pass the audit requires a minimum mark of 80% overall, while scoring at least 50% in each of the 8 system elements. The audit must be completed using the Alberta Municipal Health & Safety Association (AMHSA) Audit Tool.

The certified auditor submits the completed audit to AMHSA for a quality assurance review. If the audit meets the quality assurance standard, and the municipality has passed its audit. AMHSA will then process the audit by forwarding the information to the Workers Compensation Board (WCB) and Alberta Employment Insurance Agency (AEI). A COR will then be issued by AEI, sent to AMHSA and then sent to the successful municipality.

A copy of the COR and related correspondence will be kept on file for 3 years. The COR must be maintained through the performance of an internal maintenance audit, in each of the following 2 calendar years, and expires 3 years from the date of issue. Clearwater County scored a passing grade of 94% on the 2017 external audit.

Below is a statement from the auditor out of the executive report:

“Clearwater County has a strong health and safety management system, is providing a safe working environment, and is supportive of health and safety at all levels of the organization. I would like to congratulate Clearwater County on their recertification of the COR audit.”

An action plan will be developed from this audit with recommended changes and improvements to be implemented during 2018. Lower scoring results from each element will be added to the action plan.

This audit completed the current cycle. In 2018 at the start of a new audit cycle, a new audit tool will be used.

	Element	Total Points Possible	Points Awarded	Min. Points Required	%	Comments
1.	Organizational Commitment	130	119	65	92%	Managers, Supervisors and workers are aware of their responsibilities
2.	Hazard Identification and Assessment	190	173	95	91%	Hazards are being identified and assessed (ranked)
3.	Hazard Control	150	143	75	95%	Controls are identified and implemented for identified hazards
4.	Formal Workplace Inspections	130	119	65	92%	Formal inspections are being completed as per the directive
5.	Orientation and Training	120	116	60	97%	Workers are being trained to safely perform their jobs
6.	Emergency Response Planning	85	81	43	95%	Fire drills are being conducted and reviewed
7.	Incident Investigation	115	111	58	97%	Investigations are being completed for all incidents
8.	Program Administration	80	76	40	95%	Meetings that include health and safety topics are occurring on a regular basis
	TOTAL	1000	938	800	94%	



AGENDA ITEM

PROJECT: Emergency Management Appointments		
PRESENTATION DATE: January 9, 2018		
DEPARTMENT: Council	WRITTEN BY: Christine Heggart	REVIEWED BY: Rick Emmons, Interim CAO
BUDGET IMPLICATION: <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input checked="" type="checkbox"/> Provincial Legislation (Emergency Management Act) <input checked="" type="checkbox"/> County Bylaw (1101/16)		
STRATEGIC PLAN THEME: Well Governed and Leading Organization	PRIORITY AREA: Objective 2.6 Ensure timely compliance with statutory and regulatory obligations.	STRATEGIES: 2.6.5 Ensure that County's emergency management, operated by Clearwater Regional Emergency Management Agency (CREMA) meet or exceed Provincial requirements.
ATTACHMENT(S): Bylaw 1101/16 – Municipal Emergency Management Bylaw		
RECOMMENDATION:		
<ol style="list-style-type: none"> 1. That Council appoints Rick Emmons as the Interim Regional Director of Emergency Management (DEM), effective January 9, 2018. 2. That Council appoints Rick Emmons as Clearwater County Director of Emergency Management (DEM), effective January 9, 2018. 		

BACKGROUND:

As per section 11 of the *Emergency Management Act*, municipalities shall, at all times, be responsible for the direction and control of the local authority's emergency response unless the (provincial) Government assumes direction and control under section 18.

With recent organizational restructuring, the position of Clearwater County Director of Emergency Management (DEM) and Deputy DEM, along with the regional parallel positions, are now vacant.

In accordance with Bylaw 1101/16, the regional DEM is appointed by the Clearwater Regional Emergency Management Agency (CREMA) Committee, and adopted annually by resolution of Clearwater County Council – traditionally at Council's organizational meeting in October.

To meet legislative requirements and until the next CREMA Committee meeting takes place, Administration recommends appointing Rick Emmons as the Interim Regional DEM and as well Clearwater County's DEM.

BYLAW NO. 1011/16

A Bylaw of Clearwater County, in the Province of Alberta, for the "MUNICIPAL EMERGENCY MANAGEMENT BYLAW".

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

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

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

PART I – PURPOSE AND DEFINITIONS

1. This Bylaw may be cited as the Municipal Emergency Management Bylaw.
2. The purpose of this Bylaw is to provide for the direction and control of the County's emergency plans and procedures under the *Emergency Management Act*.
3. In this Bylaw,
 - a) "Act" means the *Emergency Management Act*, R.S.A. 2000, c. E-6.8;
 - b) "Chief Administrative Officer" means the individual appointed as chief administrative officer of the County;
 - c) "Council" or "Councils" means one or more of the councils of Clearwater County, the Town of Rocky Mountain House, the Village of Caroline and the Summer Village of Burnstick Lake;
 - d) "Deputy Director" means the person appointed as a deputy director of the Emergency Management Agency under this Bylaw;
 - e) "Director" means the regional director of the Emergency Management Agency under this Bylaw;
 - f) "Disaster" means an event that has resulted or may result in serious harm to the safety, health or welfare of people, or in widespread damage to property;
 - g) "Emergency" means a present or imminent event that requires prompt coordination of action or special regulation of persons or property to protect the health, safety or welfare of people or to limit damage to property;
 - h) "Emergency Advisory Committee" means the regional committee appointed as the County's emergency advisory committee under this Bylaw;
 - i) "Emergency Management Agency" means the regional agency appointed as the County's emergency management agency under this Bylaw;
 - j) "Minister" means the Minister charged with administration of the Act; and
 - k) "Municipal Emergency Plan" means a plan or program providing for the response to an Emergency or a Disaster, as contemplated under the Act, and "Municipal Emergency Plans" means two or more of such plans or programs, in each case for one or more of Clearwater County, the Town of Rocky Mountain

House, the Village of Caroline and the Summer Village of Burnstick Lake.

PART II - EMERGENCY MANAGEMENT AGENCY

4. The agency known as the "Clearwater Regional Emergency Management Agency" is established and is hereby appointed as the County's Emergency Management Agency.
5. The position of the Director shall be held by the individual appointed by the Regional Emergency Management Agency Committee.
6. The purpose of the Emergency Management Agency is to act as the agent of Council in exercising Council's powers and duties under the Act. This does not include the power to declare, renew or terminate a state of local emergency.
7. The County representatives that will serve on the Emergency Management Agency shall include:
 - a) The Regional Director of Emergency Management or designate;
 - b) The Chief Administrative Officer or designate;
 - c) The local detachment commander, R.C.M. Police or designate;
 - d) The Clearwater Regional Fire Rescue Service Fire Chief or designate;
 - e) The Director of Public Works of Clearwater County or designate;
 - f) Any other municipal employee requested by the Director of Emergency Management and approved by the Clearwater County's Chief Administration Officer.
8. In addition to the members appointed to the Emergency Management Agency under section 7, other organizations may be invited by the Director to nominate representatives to serve as members of the Emergency Management Agency, including:
 - a) utility companies;
 - b) health agencies;
 - c) service organizations; and
 - d) any other agency or organization that, in the opinion of the Director, may assist in the preparation or implementation of the Municipal Emergency Plan.
9. The Director shall:
 - a) prepare and coordinate the Municipal Emergency Plan and related plans and programs for Clearwater County;
 - b) act as director of emergency operations under the Municipal Emergency Plan on behalf of the Emergency Management Agency;
 - c) authorize and coordinate all emergency services and other resources required during an Emergency; and
 - d) delegate duties and tasks as necessary to ensure conformance with paragraphs (a), (b), and (c).
10. The Director may:
 - a) conduct public information programs relating to emergency preparedness; and
 - b) provide training for agency members, elected officials, the public, municipal staff, mutual aid responders and volunteers.
11. The Director may delegate any of the Director's duties and functions under this Bylaw.

PART III - EMERGENCY ADVISORY COMMITTEE

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

PART IV – POWERS AND DUTIES OF COUNCIL

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

PART V – STATE OF LOCAL EMERGENCY

19. The power to declare or renew a state of local emergency under the Act is hereby delegated to a Council committee known as the Clearwater County Emergency Management Committee comprised of “3” members of Council. The Clearwater County Emergency Management Committee may, by resolution, at any time when it is satisfied that an Emergency exists or may exist within the County, declare a state of local emergency for the County in accordance with the Act. In the event that the less than two (2) Council Committee members are unavailable, any one (1) members of Council Committee are given the same authority to declare a state of local emergency within the County.
20. When a state of local emergency is declared, the persons making the declaration must:
 - a) ensure that the declaration identifies the nature of the Emergency and the area of the County in which it exists;
 - b) cause the details of the declaration to be published immediately by such means of communication considered most likely to notify the population of the area affected;
 - c) notify the Emergency Management Agency as soon as reasonably practicable; and
 - d) ensure a copy of the declaration is forwarded to the Minister forthwith.
21. When a state of local emergency is declared, the Clearwater County Emergency Management Committee is authorized to cause the Municipal Emergency Plan or any related plans or programs to be put into operation, if not already in operation, and to exercise the powers given to Council under Section 24 of the Act.
22. When, in the opinion of the Clearwater County Emergency Management Committee an Emergency no longer exists in the area of Clearwater County in relation to which the declaration of a state of local emergency was made, the Clearwater County Emergency Management Committee shall, by resolution, terminate the declaration.
23. A declaration of a state of local emergency is considered terminated and ceases to be of any force or effect when:
 - a) a resolution is passed under Section 23
 - b) a period of seven days has lapsed since it was declared, unless it is renewed by resolution of the Clearwater County Emergency Management Committee;
 - c) the Lieutenant Governor in Council makes an order for a state of emergency under the Act, relating to the same area; or
 - d) the Minister cancels the state of local emergency.
24. When a declaration of a state of local emergency has been terminated, the person(s) who made the declaration shall cause the details of the termination to be published immediately by such means of communication considered most likely to notify the population of the affected area.

PART VI - LIABILITY

25. No action lies against:
 - a) any Council or any individual councilor;
 - b) the Emergency Management Agency or any member thereof;
 - c) the Emergency Advisory Committee or any member thereof;

- d) the Director; or
 - e) any other person directed or authorized to carry out measures relating to a state of local emergency;
- for anything done or omitted to be done in good faith while carrying out a power or duty under this Bylaw.


PART VII – GENERAL

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

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

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

READ A THIRD AND FINAL TIME this *12* day of *JAN* A.D., 2016.



REEVE



CHIEF ADMINISTRATIVE OFFICER

JOINT EMERGENCY MANAGEMENT AGREEMENT

THE TOWN OF ROCKY MOUNTAIN HOUSE

-and-

THE VILLAGE OF CAROLINE

-and-

SUMMER VILLAGE OF BURNSTICK LAKE

-and-

CLEARWATER COUNTY

THIS AGREEMENT made this 20 day of February, 2016.

BETWEEN:

THE TOWN OF ROCKY MOUNTAIN HOUSE

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

-and-

THE VILLAGE OF CAROLINE

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

-and-

SUMMER VILLAGE OF BURNSTICK LAKE

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

-and-

CLEARWATER COUNTY

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

APPENDIX "A"

JOINT EMERGENCY MANAGEMENT AGREEMENT**WHEREAS:**

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

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

and in each case as further contemplated within this Agreement;

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

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

ARTICLE 1 - DEFINITIONS

1.1 Definitions

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

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

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

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

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

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

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

ARTICLE 2 - SPIRIT, INTENT, AND GUIDING PRINCIPLES

2.1 Application

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

2.2 Consultation

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

2.3 Co-operation

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

2.4 Compliance with Laws and Bylaws

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

2.5 Rights of Approval

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

2.6 Further Assurances

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

2.7 Independent Action

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

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

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

3.2 Access

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

3.3 Confidentiality

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

3.4 Exclusions

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

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

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

3.5 Survive Expiry

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

3.6 Announcements & Publicity

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

ARTICLE 4 – CONDUCT OF EMERGENCY PLANNING

4.1 Committee

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

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

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

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

4.2 Committee Chair

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

4.3 Committee Authority

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

- (a) to review Municipal Emergency Plans and related plans and programs on a regular basis and advise Councils on the development of Municipal Emergency Plans and related plans and programs at least once a year;
- (b) to provide advice, information and support in the preparation of the Emergency Planning Budget prior to October 1 of each year, for consideration and approval by the Parties;
- (c) to provide advice, information and support in the development of Emergency Planning and make recommendations, in consultation with CREMA, to the Parties regarding the effective and coordinated delivery of emergency management, disaster mitigation, major emergency or disaster education or disaster preparedness programs for the Parties; and
- (d) to appoint one (1) Regional Director of Emergency Management.

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

4.4 Committee Meetings

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

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

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

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

4.4 County Obligation

Subject to the foregoing, the County shall:

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

4.5 CREMA

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

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

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

4.6 CREMA Authority

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

4.7 Regional Director of Emergency Management

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

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

4.8 Regional Director of Emergency Management Authority

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

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

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

4.9 Additional Authorities of Regional Director of Emergency Management

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

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

4.10 Complementary Bylaws

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

4.11 Permitted Independent Action

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

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

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

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

ARTICLE 5 – TERM

5.1 Term

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

5.2 Termination

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

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

5.3 Effect of Termination

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

ARTICLE 6 – COMMUNICATIONS AND INSTRUCTIONS

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

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

6.2 Communications and Instructions to Contractor

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

ARTICLE 7 – RESPONSIBILITY, INSURANCE AND INDEMNITY

7.1 Financial Responsibility

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

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

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

7.2 Payment and Reimbursement

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

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

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

7.3 Interest on Unpaid Proportionate Share

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

7.4 Emergency Planning Budget

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

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

7.5 Insurance

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

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

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

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

7.6 Indemnity

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

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

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

7.8 Limitation of Liability

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

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

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

8.2 Costs

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

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

8.3 Set Off

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

8.4 Force Majeure

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

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

ARTICLE 9 - GENERAL

9.1 Dispute Resolution

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

9.2 Notice

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

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

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

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

Attention: OFFICE OF THE CHIEF ADMINISTRATION OFFICER

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

Attention: OFFICE OF THE CHIEF ADMINISTRATION OFFICER

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

Attention: OFFICE OF THE CHIEF ADMINISTRATION OFFICER

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

Attention: OFFICE OF THE CHIEF ADMINISTRATION OFFICER

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

9.3 Assignment

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

9.4 Severable

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

9.5 No Partnership

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

9.6 Interpretation and Amendments

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

9.10 Counterparts

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

9.11 Time

Time shall be of the essence of this Agreement.

9.12 Enurement

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

9.13 Governing Laws

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

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

TOWN OF ROCKY MOUNTAIN HOUSE

Per: 

Per: 

VILLAGE OF CAROLINE

Per: 

Per: 

SUMMER VILLAGE OF BURNSTICK LAKE

Per: 

Per: 

CLEARWATER COUNTY

Per: 

Per: 

SCHEDULE "A"**Intermunicipal Dispute Resolution Procedure**

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

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

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

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

4. **Mediation** - If the Representatives cannot resolve the Dispute within such thirty (30) day period, then the Dispute shall be referred to Mediation. Any one of the Parties shall provide the other Party with written notice ("Mediation Notice") specifying the subject matters remaining in Dispute, and the details of the matters in Dispute that are to be mediated. If the Mediation is not completed within sixty (60) days from the date of receipt of the Dispute Notice, the Dispute shall be deemed to have terminated and failed to be resolved by Mediation.
5. **Arbitration**
- (a) If the Mediation fails to resolve the Dispute and if both Parties so agree in writing, at the time of the dispute, the Dispute shall be submitted to binding Arbitration. One of the Parties may provide the other Party with written notice ("Arbitration Notice") specifying the subject matters remaining in Dispute and the details of the matters in Dispute that are to be arbitrated. If the other Party agrees to proceed to Arbitration, such Dispute shall proceed to Arbitration. A failure to respond to the Arbitration Notice shall be deemed to constitute a refusal to proceed with Arbitration;
 - (b) The Arbitrator shall conduct the Arbitration in accordance with the commercial arbitration rules (the "Rules") established from time to time by the ADR Institute of Canada Inc., unless the Parties agree to modify the same pursuant to any arbitration agreement. The Arbitration Act (Alberta) shall apply to all Arbitrations but if there is a conflict between the Rules and the provisions of the Act, the Rules shall prevail. Notwithstanding the foregoing, any such Arbitration shall be conducted in the English language;
 - (c) The Arbitrator shall proceed to hear and render a written decision concerning any Dispute within:
 - (i) forty-five (45) days, if the subject matter of the Dispute is less than \$50,000.00; or
 - (ii) one hundred and twenty (120) days, if the subject matter of the Dispute is greater than \$50,000.00.
 - (d) The Arbitrator has the right to award solicitor-client costs against the unsuccessful Party and to award interest but does not have the right to award punitive, consequential or other exemplary damages.
 - (e) The Arbitrator's decision is final and binding but is subject to appeal or review by any court of proper jurisdiction only with respect to an allegation of fraud.

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

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

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

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



AGENDA ITEM

PROJECT: Alberta Community Partnership Grant Applications		
PRESENTATION DATE: January 9, 2018		
DEPARTMENT: Council	WRITTEN BY: Christine Heggart	REVIEWED BY: Rick Emmons, Interim CAO
BUDGET IMPLICATION: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw/Policy (cite)		
STRATEGIC PLAN THEME: Managing Our Growth Well Governed and Leading Organization	PRIORITY AREA: Objective 1.1 Plan for a well designed and built community. Objective 2.6 Ensure timely compliance with statutory and regulatory obligations.	STRATEGIES: 1.1.1, 1.1.2, 1.1.3, 1.1.4 2.6.1
RECOMMENDATION:		
<ol style="list-style-type: none"> 1. That Council endorses the Town of Rocky Mountain House's 2017/2018 Alberta Community Partnership grant application, in partnership with the Clearwater County, for the development of Intermunicipal Collaboration Framework (ICF) and subsequent Municipal Development Plan (MDP) revisions to align with ICF. 2. That Council endorses Clearwater County's 2017/2018 Alberta Community Partnership grant application, in partnership with the Village of Caroline, for the development of Intermunicipal Collaboration Framework (ICF), Intermunicipal Development Plan (IDP) and subsequent Municipal Development Plan (MDP) revisions to align with ICF/IDP. 		

BACKGROUND:

Clearwater County, on behalf of its partner municipalities, completed two grant applications for the 2017/2018 Alberta Community Partnership (ACP) program. The deadline for ACP grant applications was January 2, 2018.

The objective of the ACP is to improve the viability and long-term sustainability of municipalities by providing support for regional collaboration and capacity building initiatives. Both applications fall into the ACP grant category for Intermunicipal Collaboration (IC). The IC category funds partnerships of two or more municipalities to support intermunicipal land use and service delivery planning.

For the first ACP application, the Town of Rocky Mountain House submitted the project to complete the development of an Intermunicipal Collaboration Framework (ICF) with

Clearwater County and subsequent Municipal Development Plan (MDP) revisions for both municipalities to align with ICF.

For the second ACP application, Clearwater County submitted the project to complete the development of the Intermunicipal Collaboration Framework (ICF) and Intermunicipal Development Plan (IDP) with the Village of Caroline and subsequent Municipal Development Plan (MDP) revisions for both municipalities to align with ICF.

With a budget of \$150,000 each respectively, the purpose of completing both projects is to comply with MGA requirements for creation of ICFs (County/Town and County/Caroline) and IDPs (County/Caroline) to be in place by March 31, 2020 and to ensure that all of the land use statutory plans used by the Town, Village and County, as they apply to the area around either Caroline or Rocky, are consistent with the respective ICFs.

The Councils' associated with each of the grant applications need to endorse the application(s) by resolution for submission by February 2, 2018, in order for the ACP grant application to be considered.

Administration requests Council pass the two motions as noted in the recommendations above.



AGENDA ITEM

PROJECT: Federation of Canadian Municipalities (FCM) 2018 Conference		
PRESENTATION DATE: January 09, 2018		
DEPARTMENT: Municipal	WRITTEN BY: Tracy Haight	REVIEWED BY: Rick Emmons, Interim CAO
BUDGET IMPLICATION: <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input checked="" type="checkbox"/> County Bylaw or Policy (cite) <i>Councillor and Board Reimbursement Policy</i>		
STRATEGIC PLAN THEME: Well Governed and Leading Organization	PRIORITY AREA: Advocate in the best interests of our community and region	STRATEGIES:
RECOMMENDATION: That Council considers Councillors' availability to attend the FCM 2018 Conference.		

BACKGROUND:

The Federation of Canadian Municipalities (FCM) conference is scheduled for May 31 – June 3 in Halifax. The event provides rural and urban elected officials with networking opportunities and includes workshops, study tours and keynote speeches from Canada's federal political leaders.

As per the *Council and Board Remuneration* policy, the Reeve and two councillors are approved to attend the conference with the intention to provide all councillors opportunity to attend at least one conference per term. When the conference is held in Alberta all councillors are authorized to attend.

Administration asks for Council's direction on attendance for conference registration purposes.



AGENDA ITEM

PROJECT: Alberta Association of Municipal Districts and Counties (AAMDC) 2018 Member Visit		
PRESENTATION DATE: January 9, 2018		
DEPARTMENT: Municipal	WRITTEN BY: Tracy Haight	REVIEWED BY: Rick Emmons, Interim CAO
BUDGET IMPLICATION: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy (cite)		
STRATEGIC PLAN THEME: Well Governed & Leading Organization	PRIORITY AREA: Advocate in the best interests of our community and region	STRATEGIES:
RECOMMENDATION: That Council indicates meeting preference, council availability and discussion items for the AAMDC 2018 Member Visit.		
ATTACHMENT(S): AAMDC Correspondence dated December 19, 2017		

BACKGROUND:

To coordinate the AAMDC 2018 Member Visit, as per the attached correspondence, the AAMDC Executive asks that Council indicate availability and preference of either a one-hour discussion meeting or, a four-hour (maximum) municipal tour meeting.

Regarding availability, AAMDC Executive's schedule conflicts with Council's regular meeting dates, therefore Council may wish to consider its availability for a separate meeting or, during an Agenda and Priorities Council Committee meeting (April 16, June 18, and September 17).

To better prepare the Executive, Staff asks that Council specify items for discussion. Several suggestions for Council's consideration are:

- Lack of member support for Resolution 11-17F Off-Highway Vehicle (OHV) Fees;
- Centralization of designated industrial properties;
- Completion of Alberta's land-use framework (i.e. North Saskatchewan Regional Plan);
- Reduction of rural crime in Central Alberta;
- Funding for capital infrastructure and municipal internet projects;
- Impact of new employment legislation and minimum wage increase on municipal services; and/or,
- Alternative bridge structures.



Partners in Advocacy & Business

December 19, 2017

Dear Reeve/Mayor,

Re: AAMDC Member Visit Scheduling

As you are aware, the AAMDC executive schedules visits with all of our members on a three-year rotation. The purpose of these visits is to learn about your municipality, any specific issues of importance and to make a one-on-one connection with you as your representatives at the Association. As President, I am personally excited about these visits to learn about and travel to all 69 of our members.

The member visit meeting with your council is attended by your District Director, the Association's Executive Director, and myself as President. We offer you two options for member visits:

1. A standard member 1 hour meeting; either attached to a council meeting, committee meeting, or stand alone; and an additional informal lunch (if near lunch time); or
2. A member familiarization tour & meeting; a maximum 4-hour event where we have a meeting and as well are toured through your municipality to learn about your operations and what makes you unique.

We have scheduled these roundtable meetings with your council and senior staff to take place at your offices either as part of a council meeting, a committee meeting, or as a separate stand-alone meeting. We have appreciated over the years those that have chosen the stand alone or non-council dates for our meetings as far too many of you all meet on the same dates each month or on the same date as our board member home councils to allow us to participate via council meetings alone. In addition, these stand-alone meetings have been more relaxed and provided more time for discussion and learning.

To make our visits cost and time effective, it would be beneficial to meet with two municipalities on one day within each district. As such we have limited the second option to 4 hours or less to facilitate scheduling and we will be seeking out opportunities to meet with more than one member in a district per day regardless of what meeting option they chose.

.../2

Below is the 2017 AAMDC Member Visit chart which identifies the municipalities in your district, including your own, that we will be coordinating with. In addition, we are identifying typical monthly dates that will prove difficult for either the myself or your district director to attend so other date options can be considered.


To get started we request a response as to your general availability. Specifically we require the following information from you:

- a) Your general council availability per month up to and including October (i.e. every Wednesday, 2nd & 4th Tuesdays, etc.), plus any other meetings when all council will be together. Include potential stand-alone dates separate from your meetings if possible
- b) Your preference of Member Visit option:
 - 1. Standard 1 hour meeting
 - 2. Longer Familiarization Tour & meeting (up to 4 hours)
- c) The key contact name, email address, and phone number to schedule the meeting with.

We ask that you please provide your answers to the above noted questions to my assistant Susan Valentine at susan@aamdc.com or 780.955.4076 by January 30th, as member visits will commence as soon as possible in the new year.

Your attention to this matter is greatly appreciated.

Sincerely,



Al Kemmere
President

District 1	District 2	District 3	District 4	District 5
Forty Mile	Rocky View	Yellowhead	Grande Prairie	Bonnyville
Willow Creek	Bighorn	Brazeau	Big Lakes	Flagstaff
Crowsnest	Clearwater	Lac Ste. Anne	Wood Buffalo	Lac La Biche
Pincher Creek	Wheatland	Thorhild	Northern Sunrise	Beaver
		Westlock	Mackenzie	Camrose

Monthly Conflict dates for President & District 1 Director	Monthly Conflict dates for President & District 2 Director	Monthly Conflict dates for President & District 3 Director	Monthly Conflict dates for President & District 4 Director	Monthly Conflict dates for President & District 5 Director
1, 2 & 4 th Wed	1, 2 & 4 th Wed	1, 2 & 4 th Wed	1, 2 & 4 th Wed	1, 2 & 4 th Wed
1 st & 3 rd Tues	2 nd & 4 th Tues	1, 2 & 3 rd Tues	2, 3 & 4 th Mon	2 nd Tuesday



AGENDA ITEM

PROJECT: Broadband Policy Framework		
PRESENTATION DATE: January 9, 2018		
DEPARTMENT: Municipal	WRITTEN BY: Rick Emmons	REVIEWED BY: Murray Hagan/Tracy-Lynn Haight / Christine Heggart
BUDGET IMPLICATION: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy (cite) Bylaw: _____ Policy: _____		
Strategic Area: #1: Managing Our Growth	Priority Area: Objective – 1.3 Generate an innovative local economy that stimulates opportunities for investment, business and training.	STRATEGY: 1.3.4 Initiate programs, which may include installation of communication towers and/or fiber optic cable, to support “Final Mile” connectivity for residents, business, and industry within Clearwater County.
ATTACHMENT(S): Draft Broadband Policy Framework		
RECOMMENDATION: For Council to review the information as presented and provide Administration with direction.		

BACKGROUND:

At their Special Meeting on December 19, 2017, Council started drafting a vision statement to guide Administration in the development of a policy framework to plan and implement a broadband internet infrastructure project.

Creating policy from a blank slate is an onerous task. To help expediate Council’s policy development process, Administration respectfully asks the following questions to assist Council in achieving its objectives and to confirm Council’s intent for the broadband policy framework development:

1. Does Council want Administration’s support to develop a terms of reference for the “Internet Committee” (established at December 12, 2017 regular meeting)?
 - a. Does Council wish to include citizens-at large on its Internet Committee?
2. Does Council wish to proceed with a municipally-owned Internet infrastructure project? Or another model (i.e. P3)?

3. What are Council's desired success measures for the Internet project? (i.e. A new County Internet service blanketing entire County? A certain percentage of County served? Or filling in only under-served areas?)
4. Does the Internet infrastructure need to be "open" to use by all private service providers? Or proprietary to municipal use?
5. Does Council wish to conduct any additional public or industry consultation related to Internet infrastructure? If so, to what extent?
6. Does Council want Administration to proceed with development of an RFP for business plan/viability study to further define scope of the project?
 - a. As part of business plan development process, would Council like to include additional marketing/demand study for planned future service areas?
7. Does Council wish Administration to write a letter on their behalf to the Village of Caroline and Town of Rocky Mountain House Councils requesting indication of their level support for a County internet project?

Or

Is Council prepared to move forward in drafting the Broadband Policy at their January 15, 2018 regular Agenda and Priorities (A&P) Committee meeting and proceeding from there with implementation?

Administration would also like to determine if Council requires any additional background information in advance of its A&P meeting next week (i.e. previous committee reports, studies, proposals or other)?



CLEARWATER COUNTY
INSERT POLICY NAME

EFFECTIVE DATE: REVISED DATE:	
SECTION:	Council
POLICY STATEMENT:	<p>Internet: A Sound Investment for Clearwater County</p> <p>Council's vision for Clearwater County is a thriving, growing community... where people want to live and play, educate, work and grow their business and entrepreneurial interests.</p> <p>The Internet is an essential service. A vast majority of Clearwater County residents and businesses are underserved by current Internet services available and the rural area of Clearwater County does not meet the basic Canadian Radio-Television and Telecommunications (CRTC) standards for broadband connectivity.</p> <p>Economic diversity, sustainability and innovation are essential to Clearwater County's success and we must have the infrastructure necessary to achieve it.</p> <p>Clearwater County Councillors received a strong mandate in the last election to ensure the implementation of high-speed internet. Connectivity is important to the well-being of the entire community, so we give it a very high priority.</p> <p>Economic realities ensure that private enterprise will not make an adequate investment in Internet infrastructure that Clearwater County's citizens need to realize their dreams potential. If your municipal government does not</p>



**CLEARWATER COUNTY
INSERT POLICY NAME**

Clearwater County should take an active role, ~~we can expect large areas of the County to be internet ghettos for many years to come.~~ **to reduce the digital divide and place our community in a position for further economic prosperity.**

We will not use tax dollars to subsidize private enterprise. Instead we **will take ownership and** invest in a high-speed Internet highway **to service** ~~servicing most of this~~ community, **as the County is best-suited to develop this type of infrastructure.**

This **Internet** highway will **become** operationally/financially self-sustaining. This **Internet** will be available to all, encouraging competition and innovation. **Connectivity** will support **and enhance all sectors of life, including** economic development, distance education and aging-in-place.

Council is committed to a fiscally responsible approach. **Clearwater County** will pursue grants, evaluate methods to cut costs and leverage all opportunities to employ local resources and service providers.

Council will endeavour to ensure Clearwater County has ~~have~~ a reliable, expandable network that will serve us well for decades to come.

As a community, we have an obligation to pave the way for future generations. **Council believes we** need to **protect our future by** ~~be ready~~ **preparing** for a smarter, faster, more connected world. **We stand on the hard work of the residents of Clearwater over the last 100 years, and we need to continue that investment for the benefit of the next 100 years.**



CLEARWATER COUNTY
INSERT POLICY NAME

	<p>High-speed Internet will strengthen the social and economic fabric of our community, helping our seniors to age in their own homes, and it will determine way to success for this generation and for many generations to come. us and for our children.</p>
<p>DEFINITIONS:</p>	
<p>PROCEDURE:</p>	

POLICY

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AGENDA ITEM

PROJECT: 2018 Council, Board & Committee Remuneration		
PRESENTATION DATE: January 9, 2018		
DEPARTMENT: Municipal	WRITTEN BY: Janice Anderson	REVIEWED BY: Murray Hagan, Director, Corporate Services Rick Emmons, Interim CAO
BUDGET IMPLICATION: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input checked="" type="checkbox"/> County Bylaw or Policy (cite) Council & Board Reimbursement Policy		
STRATEGIC PLAN THEME: Well Governed and Leading Organization	PRIORITY AREA: Invest in and support a skilled, motivated and performing workforce	STRATEGIES: Be an 'employer of choice'...deliver recognition programs to support innovation and motivate high performance
ATTACHMENT(S): Clearwater County & Board Reimbursement Policy [current] and <i>revised as Council & Board Remuneration Policy with Appendix A outlining a Council Compensation Committee formation.</i>		
RECOMMENDATIONS: 1. That Council reviews, approves and adopts the attached policy.		

BACKGROUND:

- This policy replaces the Council and Board Reimbursement Policy dated January 1, 2016.
- At their September 12, 2017 meeting, Council reviewed an initial draft of this new policy, and requested the following changes to the rates provided in recognition of extra duties performed by Council member:
Council amend County & Board Remuneration Policy for the honorarium rate for Reeve to \$2,014; Deputy Reeve to \$1,250; and Council to \$1,003 effective January 1, 2018.
- As part of the 2018 budget process, Council approved an annual cost-of-living of 1% [one percent] effective the beginning of the 2018 year: these rates are applied to the meeting rates in Council's policy.

4. Council also requested from their September 12, 2017 meeting that its policy be amended to include a committee for public involvement to review Council remuneration, with the committee process to be formed in 2018 to present its recommendations to Council with a recommended effective date of January 1, 2019. This amendment is identified as 'Appendix A' in the attached policy.

At their December 12, 2017 meeting, Council's consensus was summarized as:

- to have public involvement;
- to formulate a committee in 2018 for a presentation to Council in 2019;
- to have between 3-5 members of on the public committee.

In researching other Council website information, Clearwater County considered information from:

- Town of Sylvan Lake
- Town of Banff
- Parkland County
- General ad for a Council remuneration review committee that had been posted by the City of Grande Prairie.



**CLEARWATER COUNTY
COUNCIL & BOARD REIMBURSEMENT ~~REMUNERATION~~**

EFFECTIVE DATE:	January 1, 2018
REVISIONS:	August 23, 2016
SECTION:	Administration
POLICY STATEMENT:	<p>To provide a fair and equitable means of reimbursing Council and Members-at-Large for their time, travel and subsistence while attending meetings, conferences, training seminars and other out-of-area municipal business events.</p> <p><i>New as per Sept. 12 Council meeting</i></p> <p>In determining its remuneration and remuneration amounts, Council may consider any of the following:</p> <ul style="list-style-type: none"> a. Discussion and decision made by Council; b. Informal survey data; c. Formal survey data as part of the tri-annual review process conducted by an independent consultant; d. Appointment of a Council Compensation Committee as per Appendix 'A'.
DEFINITIONS	<p>'Meeting'</p> <p>Within the context of this policy, the term meeting shall include: Council meetings, Special Council meetings, Committee meetings as well as, when requested by the CAO or a Department Head, meetings between Councillors and County staff.</p>
PROCEDURES:	<p><u>Council Rates</u></p> <p>1. Council remuneration will be, for time spent while traveling to or from meetings and while in attendance at a meeting on the basis of the following rates and time sections:</p> <ul style="list-style-type: none"> a. \$159.00 – First Four hours b. \$126.00 – Second Four hours c. \$126.00 – Third Four hours d. \$288.00 – Maximum payable for any regular Council meeting. <p>For clarity, any meeting or number of meetings that include more than one portion of the above time sections [i.e. meetings in excel of four hours], a Councillor is entitled to a combined remuneration for each time section involved. The maximum paid in any single day will therefore be \$414.00. Councillors are expected to</p>



CLEARWATER COUNTY
COUNCIL & BOARD REIMBURSEMENT ~~REMUNERATION~~

	<p>exercise discretion when applying for remuneration for meetings that include one time section and extend into another time section in a minor fashion.</p> <ol style="list-style-type: none">2. Other expenses associated with a Councillor's attendance at meetings will be paid in accordance with Travel and Subsistence for Staff and Council policy.3. Effective January 1, 2018, in addition to meeting, travel and subsistence fees, each Councillor will be paid \$1,003.00 per month to compensate for time spent on such matters as meeting preparation, telephone calls and individual meetings with electors.4. Council remuneration associated with convention attendance will be for time spent while traveling to or from a convention location and while in attendance during the formal convention sessions on the basis of the following rates and time sections:<ol style="list-style-type: none">a. \$159.00 – First Four hoursb. \$126.00 – Second Four hoursc. \$126.00 – Third Four hoursFor clarity, time incurred for travel to or from the convention location and attendance at the formal convention sessions that include more than one portion of the above time sections in excess of four hours, a Councillor is entitled to combine remuneration for each time section involved. However, the maximum honorarium paid in any single day to a Councillor or Committee member will be \$414.00.<p>For example, a Councillor drives to a seminar in Edmonton from Rocky Mountain House leaving the night before the seminar begins as the seminar starts at 8:00am the next morning. The seminar ends at 4:00pm the following day. At conclusion of the seminar the Councillor would be entitled to \$159.00 associated with the night before the seminar. The Councillor would also be entitled to another \$150.00 relating to the first four hours of his/her attendance at the seminar; another \$126.00 associated with the second four hours of the seminar; and a third four hours associated with return travel time to Rocky Mountain House.</p>5. Councillor are authorized to attend special meetings associated with a Council appointed Committee
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CLEARWATER COUNTY COUNCIL & BOARD ~~REIMBURSEMENT~~ REMUNERATION

<p><u>Reeve and Deputy Reeve Rates</u></p>	<p>without Council approval. However, to the greatest extent possible, Councillors should receive prior approval of Council for attendance at any other special meeting a Councillor may wish to attend [eg. A Community group meeting]. However, Council recognizes that situations may preclude a Councillor from advising Council of a meeting prior to his or her attendance. In such cases the Councillor is to seek Council's approval for his/her attendance prior to the Councillor submitting his/her remuneration sheet.</p> <p>6. The Reeve and two Councillors are approved to attend the annual conference of the Federation of Canadian Municipalities [F.C.M.]. Councillors attending the conference will be appointed at the annual organizational meeting preceding the conference. The intention is to provide all Councillors with the opportunity to attend one F.C.M. Conference during their term of office. All Councillors will be permitted to attend F.C.M. when the F.C.M. Conference is held in Alberta.</p> <p>7. Councillors and Committee members will be reimbursed for other incurred expenses in accordance with the Travel and Subsistence for Staff and Council Policy.</p> <p>8. If a spouse accompanies a Councillor to a convention, the Municipality will cover the spousal registration fee, banquet tickets, and approved travel expenses.</p> <p>1. In addition to the above policies, It is recognized that in addition to the above procedures, that the Reeve or Deputy Reeve will receive additional requests with respect to meetings with federal, provincial, municipal and/or community organizations, representatives or officials. The Reeve or Deputy Reeve is authorized to attend such meetings at his/her discretion without Council authorization and to receive remuneration in accordance with this policy for attendance. To the greatest extent possible, the Reeve or Deputy Reeve should endeavor to inform Council of these meetings prior to his/her attendance.</p> <p>2. Effective January 1, 2018, the Reeve will be paid \$2,014.00 per month to allow for his/her extra</p>
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**CLEARWATER COUNTY
COUNCIL & BOARD ~~REIMBURSEMENT~~ REMUNERATION**

<p><u>Boards and Committee Rates</u></p>	<p>administrative duties such as cheque signing, bylaw signing, contract signing, etc.</p> <p>3. Effective January 1, 2018, the Deputy Reeve will be paid \$1,250.00 per month to allow for his/her extra duties.</p> <p>1. Members at large appointed to the Municipal Library Board[s], the Clearwater Regional Family and Community Support Services Board, and the Recreation Boards will be paid \$554.00 per annum as compensation for mileage and out-of-pocket expenses.</p> <p>2. Members at large appointed to the Clearwater County Heritage Board will be paid \$19.00 per meeting as compensation for mileage and out-of-pocket expenses.</p> <p>3. Member at large appointees to the Agriculture Service Board, Municipal Planning Commission and the Subdivision and Development Appeal Board, will be paid at the Councillor remuneration rates established in this Policy and expense rates in the Travel and Subsistence for Staff and Council Policy.</p>
<p><u>Community Event Attendance</u></p>	<p>1. All Councillors are authorized to participate in the Rocky Rodeo Parade, Caroline Rodeo Parade and Rocky Parade of Lights. In addition to this, the Reeve or designate is authorized to participate in the Ponoka Stampede Parade and Westerner Days Parade.</p> <p>2. With the exception of the aforementioned parades, attendance at any other community event will be considered by Council on a case-by-case basis.</p> <p>3. Council remuneration associated with approved community event attendance will be for time spent while traveling to or from a convention location and</p>



CLEARWATER COUNTY COUNCIL & BOARD ~~REIMBURSEMENT~~ **REMUNERATION**

General

while in attendance during the formal convention sessions on the basis of the following rates and time sections:

- a. \$159.00 – First Four hours
- b. \$126.00 – Second Four hours

To a maximum of eight hours [or \$285.00] per day.

~~1. Per Diem sheets are to be filled out monthly by each Councillor and delivered to the Finance and Admin. Manager or Payroll Administrator. Councillor and Board Member Remuneration statements are to be filled out monthly after the end of each month and at least three working days prior to the first next Council meeting. The remuneration forms may be given to the payroll and benefits administrator. Per diem remuneration sheets received after the timeframe suggested will not be processed for payment until the following month. Administration will include **Copies of the completed** per diem sheets in the following Council Agenda **remuneration forms** will included in each Council Agenda package.~~

~~2. Council remuneration rate increases will correspond to the cost of living adjustments received by staff each year [rounded to the nearest dollar]. It is at the discretion of Council to approve annual market adjustments.~~

~~3. This policy replaces Council's policy 'Meeting Rates for Council and Board Appointments'.~~

1. A Councillor may enrol in the County's Group Benefits program designed for Council which includes:
- a. Life Insurance
 - b. Accidental Death & Dismemberment Insurance
 - c. Critical Illness Insurance
 - d. Extended Health & Medical Insurance
 - e. Dental Plan Insurance
 - f. Access to Employee Assistance Program.

Eligibility for participation in plans is determined by the benefit carrier.

Council Benefits Program

[Note: this section has been long-standing practice for some time, but is added as information only]



CLEARWATER COUNTY
COUNCIL & BOARD ~~REIMBURSEMENT~~ REMUNERATION

	<p>2. The cost-sharing of premiums for participation in the Group Benefits program for Councillors:</p> <ul style="list-style-type: none">Life Insurance: 50% + 50% cost-sharedAD & D: 100% paid by CouncillorCritical Illness: 100% paid by CouncillorExtended Health: 100% paid by CountyDental Plan: 100% paid by CountyE.A.P.: 100% paid by County
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**CLEARWATER COUNTY
COUNCIL & BOARD ~~REIMBURSEMENT~~ REMUNERATION**

Appendix A

Council Compensation Committee
Terms of Reference

Purpose:

The Council Compensation Committee is a temporary committee with a mandate to review the remuneration paid to Council and its Members at Large, and to make recommendations to Council on remuneration or any other matter directly related to Council remuneration, either mid-term and/or before the year of a general municipal election.

Term of Council Compensation Committee:

1. The Council Compensation Committee will be established on or before March 1, 2018.
2. The Council Compensation Committee may make regular reports to Council during the in-camera sessions as they determine, but in any event must forward their final report and recommendations to Council on or before June 30, 2019.
3. The Council Compensation Committee will be dissolved at the earlier of one of the following:
 - Once Council has accepted the findings and recommendations of the Council Compensation Committee; or,
 - Once Council has determined the remuneration for the 2019-2021 Council Term.

Council Compensation Committee composition and requirements:

4. No more than 5 [five] public members in total which will include any or both of the following:
 - a. Past Councillors will be contacted by the Reeve for participation on Council Compensation Committee;
 - b. A general ad posting on the County's website requiring letter[s] of interest from public interested serving on the Council Compensation Committee, and requiring public individuals to have experience in governance, finance or business.
5. Council Compensation Committee members must be residents of Clearwater County.
6. The public members of the Council Compensation Committee will be appointed by Council resolution.
7. If an individual on the Council Compensation Committee resigns or is unable to serve, a replacement person may be appointed by Council.



**CLEARWATER COUNTY
COUNCIL & BOARD ~~REIMBURSEMENT~~ REMUNERATION**

8. The Council Compensation Committee will nominate and endorse a chairperson at their first meeting. Meetings of the Council Compensation Committee will be called by the Chair.
9. Members of the Council Compensation Committee will observe and keep confidential matters relating to the business of Clearwater County which may either directly or indirectly come to their knowledge. Each member will not discuss or disclose information to any person who is not entitled to such knowledge or information.
10. Council Compensation Committee must have a quorum consisting of a minimum of 3 [three] members to forward any approved recommendations to Council.

Council Compensation Committee Responsibilities:

11. This committee is deemed to be an advisory group, making recommendations to Council only. Meetings will be called by the chair.
12. To permit free and open discussion Council Compensation Committee meetings are not open to the public.
13. Discussion is to be based on the consensus-based approach. Consensus does not mean a decision that is perfect for all participants, but it does mean a decision that all participants will agree to support. Where consensus cannot be achieved the majority vote will determine the outcome of the item.
14. The Committee will review relevant survey data and practices of other rural County Councils that are comparable to Clearwater County. Information and/or data may include, but is not limited to:
 - Information posted on other county websites;
 - Information derived from speaking with individual Council members of Clearwater County;
 - Information attained through AUMA, AAMDC resources;
 - Formal data conducted by the independent survey consultant used by the County for its tri-annual compensation and benefits review;
15. Members who serve on the Council Compensation Committee will not receive an honorarium for their services, but will be will be paid \$19.00 per meeting as compensation for mileage and out-of-pocket expenses.



CLEARWATER COUNTY
COUNCIL, BOARD & COMMITTEE REMUNERATION

EFFECTIVE DATE:	January 1, 2018
REVISIONS:	
SECTION:	Administration
POLICY STATEMENT:	<p>To provide a fair and equitable means of reimbursing Council and Members-at-Large for their time, travel and subsistence while attending meetings, conferences, training seminars and other out-of-area municipal business events.</p> <p>In determining its remuneration and remuneration amounts, Council may consider any of the following:</p> <ul style="list-style-type: none"> a. Discussion and decisions made by Council; b. Informal survey data; c. Formal survey data as part of the tri-annual review process conducted by an independent consultant; d. Appointment of a Council Compensation Committee as per Appendix 'A'.
DEFINITIONS	<p>'Meeting' Within the context of this policy, the term meeting shall include: Council meetings, Special Council meetings, Committee meetings as well as, when requested by the CAO or a Department Head, meetings between Councillors and County staff.</p>
<p>PROCEDURES:</p> <p><u>Council Rates</u></p>	<p>1. Council remuneration will be, for time spent while traveling to or from meetings, and while in attendance at a meeting, will be based on on the basis of the following rates and time sections:</p> <ul style="list-style-type: none"> a. \$159.00 \$161.00 – First Four hours b. \$126.00 \$127.00 – Second Four hours c. \$126.00 \$127.00 – Third Four hours d. \$288.00 – Maximum payable for any regular Council meeting (Two time sections). e. \$415.00 – Maximum payable for any single day (Three time sections). <p>For clarity, any meeting or number of meetings that include more than one portion of the above time sections [i.e. meetings in excess of four hours], a Councillor is entitled to a combined remuneration for each time section involved. The maximum paid in any single day will</p>



CLEARWATER COUNTY COUNCIL, BOARD & COMMITTEE REMUNERATION

~~therefore be \$414.00.~~ Councillors are expected to exercise discretion when applying for remuneration for meetings that include one time section and extend into another time section in a minor fashion.

2. ~~Other~~ **E**xpenses associated with a Councillor's attendance at meetings will be paid in accordance with Travel and Subsistence for Staff and Council policy.
3. Effective January 1, 2018, in addition to meeting **and**, travel ~~and subsistence~~ fees, each Councillor will be paid \$1,003.00 per month to compensate for time spent on such matters as meeting preparation, telephone calls and individual meetings with electors.
4. Council remuneration associated with convention attendance will be for time spent while traveling to or from a convention location and while in attendance during the formal convention sessions on the basis of the following rates and time sections:
 - a. ~~\$459.00~~ **\$161.00** – First Four hours
 - b. ~~\$426.00~~ **\$127.00** – Second Four hours
 - c. ~~\$426.00~~ **\$127.00** – Third Four hours
 - d. **\$415.00 – Maximum payable for any single day (Three time sections)**

For clarity, time incurred for travel to or from the convention location and attendance at the formal convention sessions that include more than one portion of the above time sections in excess of four hours, a Councillor is entitled to combine remuneration for each time section involved. ~~However, the maximum honorarium paid in any single day to a Councillor or Committee member will be \$414.00.~~

For example, a Councillor drives to a seminar in Edmonton from Rocky Mountain House leaving the night before the seminar begins as the seminar starts at 8:00am the next morning. The seminar ends at 4:00pm the following day. At conclusion of the seminar the Councillor would be entitled to ~~\$459.00~~ **\$161.00** associated with the night before the seminar. The Councillor would also be entitled to another ~~\$450.00~~ **\$161.00** relating to the first four hours of his/her attendance at the seminar; another ~~\$426.00~~ **\$127.00** associated with the second four hours of the seminar; and



CLEARWATER COUNTY COUNCIL, BOARD & COMMITTEE REMUNERATION

<p><u>Reeve and Deputy Reeve Rates</u></p>	<p>\$127.00 for the third four hours associated with return travel time to Rocky Mountain House.</p> <ol style="list-style-type: none"> 5. Councillors are authorized to attend special meetings associated with a Council appointed committee without Council approval. However, to the greatest extent possible, Councillors should receive prior approval of Council for attendance at any other special meeting a Councillor may wish to attend [eg. a community group meeting]. However, Council recognizes that situations may preclude a Councillor from advising Council of a meeting prior to his or her attendance. In such cases the Councillor is to seek Council's approval for his/her attendance prior to the Councillor submitting his/her remuneration sheet. 6. The Reeve and two Councillors are approved to attend the annual conference of the Federation of Canadian Municipalities (FCM). Councillors attending the conference will be appointed at the annual organizational meeting preceding the conference. The intention is to provide all Councillors with the opportunity to attend one FCM conference during their term of office. All Councillors will be permitted to attend F.C.M. when the F.C.M. conference is held in Alberta. 7. Councillors and Committee members will be reimbursed for other incurred expenses in accordance with the Travel and Subsistence for Staff and Council Policy. 8. If a spouse accompanies a Councillor to a convention, the Municipality will cover the spousal registration fee, banquet tickets, and approved travel expenses. <ol style="list-style-type: none"> 1. In addition to the above policies It is recognized that in addition to the above procedures, that the Reeve or Deputy Reeve will receive additional requests with respect to meetings with federal, provincial, municipal and/or community organizations, representatives or officials. The Reeve or Deputy Reeve is authorized to attend such meetings at his/her discretion without Council authorization and to receive remuneration in accordance with this policy for attendance. To the greatest extent possible, the Reeve or Deputy
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**CLEARWATER COUNTY
COUNCIL, BOARD & COMMITTEE REMUNERATION**

<p><u>Boards and Committee Rates - Members-at-Large</u></p>	<p>Reeve should endeavor to inform Council of these meetings prior to his/her attendance.</p> <ol style="list-style-type: none"> Effective January 1, 2018, the Reeve will be paid \$2,014.00 per month to allow for his/her extra administrative duties such as cheque signing, bylaw signing, contract signing, etc. Effective January 1, 2018, the Deputy Reeve will be paid \$1,250.00 per month to allow for his/her extra duties.
<p><u>Community Event Attendance</u></p>	<ol style="list-style-type: none"> Members at large appointed to the Municipal Library Board[s], the Clearwater Regional Family and Community Support Services Board, and the Recreation Boards will be paid \$554.00 \$560.00 per annum. as compensation for mileage and out-of-pocket expenses. Members at large appointed to the Clearwater County Heritage Board will be paid \$19.00 per meeting as compensation for mileage and out-of-pocket expenses. Members-at-Large appointees appointed to the Agriculture Service Board, Municipal Planning Commission and the Subdivision and Development Appeal Board other boards or committees will be paid at the Councillor remuneration rates established in this Policy. and expense rates in the Travel and Subsistence for Staff and Council Policy. Members-at-Large will be reimbursed for expenses in accordance with the Travel and Subsistence for Staff and Council Policy. <ol style="list-style-type: none"> All Councillors are authorized to participate in the Rocky Rodeo Parade, Caroline Rodeo Parade and Rocky Parade of Lights. In addition to this, the Reeve or designate is authorized to participate in the Ponoka Stampede Parade and Westerner Days Parade.



CLEARWATER COUNTY COUNCIL, BOARD & COMMITTEE REMUNERATION

General

- 2. With the exception of the aforementioned parades, attendance at any other community event will be considered by Council on a case-by-case basis.
- 3. Council remuneration associated with approved community event attendance will be for time spent while traveling to or from a ~~convention~~ **community event** location and while in attendance during the ~~formal convention sessions~~ **event** on the basis of the following rates and time sections:
 - a. ~~\$159.00~~ **\$161.00** – First Four hours
 - b. ~~\$126.00~~ **\$127.00** – Second Four hours
 To a maximum of eight hours [or ~~\$285.00~~ **\$288.00**] per day.

- 1. ~~Per Diem sheets are to be filled out monthly by each Councillor and delivered to the Finance and Admin. Manager or Payroll Administrator~~ Councillor and Board Member Remuneration statements are to be filled out monthly after the end of each month and at least three working days prior to the ~~first~~ next Council meeting. The remuneration forms may be given to the payroll and benefits administrator. Per diem remuneration sheets received after the timeframe suggested will not be processed for payment until the following month. ~~Administration will include~~ **Copies of the completed** per diem sheets in the following Council Agenda **remuneration forms** will be included in each Council Agenda package.
- 2. ~~Council remuneration rate increases will correspond to the cost of living adjustments received by staff each year [rounded to the nearest dollar].~~ It is at the discretion of Council to approve annual market adjustments.
- 3. ~~This policy replaces Council's policy 'Meeting Rates for Council and Board Appointments'.~~



CLEARWATER COUNTY
COUNCIL, BOARD & COMMITTEE REMUNERATION

<p><u>Council Benefits Program</u></p>	<p>1. A Councillor may enrol in the County's Group Benefits program designed for Council which includes:</p> <ul style="list-style-type: none">a. Life Insuranceb. Accidental Death & Dismemberment Insurancec. Critical Illness Insuranced. Extended Health & Medical Insurancee. Dental Plan Insurancef. Access to Employee Assistance Program. <p>Eligibility for participation in plans is determined by the benefit carrier.</p> <p>2. The cost-sharing of premiums for participation in the Group Benefits program for Councillors:</p> <p>Life Insurance: 50% + 50% cost-shared AD & D: 100% paid by Councillor Critical Illness: 100% paid by Councillor Extended Health: 100% paid by County Dental Plan: 100% paid by County E.A.P.: 100% paid by County</p>
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CLEARWATER COUNTY COUNCIL, BOARD & COMMITTEE REMUNERATION

Appendix A

Council Compensation Committee Terms of Reference

Purpose:

The Council Compensation Committee is a temporary committee with a mandate to review the remuneration paid to Council and board/committee Members-at-Large; and, to make recommendations to Council on remuneration. ~~or any other matter directly related to Council remuneration, either mid-term and/or before the year of a general municipal election.~~

Term of Council Compensation Committee:

1. The Council Compensation Committee will be established on or before ~~March 1, 2018~~ **of the year following a general election.**
2. The Council Compensation Committee may make regular reports to Council during in-camera sessions **during the course of their review** ~~as they determine,~~ but in any event must forward their final report and recommendations to Council on or before ~~June 30, 2019~~ **of that same year.**
3. The Council Compensation Committee will be dissolved at the earlier of one of the following:
 - Once Council has accepted the findings and recommendations of the Council Compensation Committee; or,
 - Once Council has determined remuneration for the ~~2019-2021 Council Term~~ **rates effective January 1 of the next year.**

Council Compensation Committee composition and requirements:

4. No more than 5 [five] public members in total which will include any or both of the following:
 - a. **A maximum of two (2)** past Councillors will be contacted by the Reeve for participation on Council Compensation Committee;
 - b. A general ad posting on the County's website requiring letter of interest from **a minimum of three (3)** public **individuals** interested in serving on the Council Compensation Committee, ~~and requiring public individuals to have~~ **with** experience in governance, finance or business.
5. Council Compensation Committee members must be residents of Clearwater County.
6. The public members of the Council Compensation Committee will be appointed by Council resolution.
7. If an individual on the Council Compensation Committee resigns or is unable to serve, a replacement person ~~may~~ **will** be appointed by Council.
8. The Council Compensation Committee will nominate and endorse a chairperson at their first meeting. Meetings of the Council Compensation Committee will be called by the Chair.



**CLEARWATER COUNTY
COUNCIL, BOARD & COMMITTEE REMUNERATION**

9. Members of the Council Compensation Committee will observe and keep confidential matters relating to the business of Clearwater County which may either directly or indirectly come to their knowledge. Each member will not discuss or disclose information to any person who is not entitled to such knowledge or information.
10. Council Compensation Committee must have a quorum consisting of a minimum of 3 [three] members to forward any approved recommendations to Council.

Council Compensation Committee Responsibilities:

11. This committee is deemed to be an advisory group, making recommendations to Council only. Meetings will be called by the chair.
12. To permit free and open discussion Council Compensation Committee meetings are not open to the public.
13. Discussion is to be based on the consensus-based approach. Consensus does not mean a decision that is perfect for all participants, but it does mean a decision that all participants will agree to support. Where consensus cannot be achieved the majority vote will determine the outcome of the item.
14. The Committee will review relevant survey data and practices of other rural municipal Councils that are comparable to Clearwater County. Information and/or data may include, but is not limited to:
 - Information posted on other county websites;
 - Information derived from speaking with individual Council members of Clearwater County;
 - Information attained through Alberta Urban Municipalities Association (AUMA), Alberta Association of Municipal Districts and Counties (AAMDC) resources;
 - Formal data conducted by the independent survey consultant **used by the County for its tri-annual compensation and benefits review.**
15. Members who serve on the Council Compensation Committee ~~will not receive an honorarium for their services, but will be will be paid \$19.00 per meeting as compensation for mileage and out-of-pocket expenses~~ **be compensated for their time as identified within this policy.**



AGENDA ITEM

PROJECT: Provincial Education Requisition Credit (PERC) Program		
PRESENTATION DATE: January 9, 2018		
DEPARTMENT: Corporate Services	WRITTEN BY: Murray Hagan	REVIEWED BY: Rick Emmons, Interim CAO
BUDGET IMPLICATION: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input type="checkbox"/> None <input checked="" type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy (cite)		
STRATEGIC PLAN THEME:	PRIORITY AREA:	STRATEGIES:
ATTACHMENT(S): Account Write-off Summary, PERC Program Application		
RECOMMENDATION: That Council approves the attached list of accounts for write-off totaling \$241,175.26 (including eligible uncollectible education taxes of \$30,415.30) effective December 31, 2017		

BACKGROUND:

With the economic downturn over recent years, Clearwater County has experienced increased instances of non-payment of taxes owing for oil and gas properties. The provincial government has recognized this trend among rural municipalities, and has introduced the Provincial Education Requisition Credit (PERC) Program. This program gives the County an opportunity to obtain a credit with the Province for the education tax portion of these uncollectible taxes, dated back to the 2015 taxation year.

One of the requirements of the program is the provision of evidence that these amounts have been approved for write-off by Council. The attached list summarizes, by roll number, the total amount of taxes owing to the County as of December 31, 2017 (\$241,175.26), the portion of that total that has previously been recognized as uncollectible and charged to bad debts (\$124,262.88), and the amount eligible for credit (\$30,415.30).

Under normal circumstances, Administration would recommend accounts for write-off to Council during the year-end reporting process. However, as the deadline for this program is January 15, 2018, it was deemed necessary to determine amounts related to oil and gas properties immediately.

If approved by Council, the total written off will be reflected in the County's 2017 audited financial statements, along with any other approved write-offs, and revisions to the estimated doubtful accounts as of year-end.

All reasonable efforts have been made to collect these outstanding amounts, and all roll numbers on the summary list belong to companies that have reported insolvency and/or bankruptcy. Administration does not believe further collection efforts will be beneficial.

ROLL NUMBER	TOTAL OUTSTANDING	2016 DOUBTFUL ACCOUNTS	TOTAL ELIGIBLE
3605044003	\$ 8,146.78		\$ 317.94
9900660001	\$ 3,784.61		\$ 1,131.38
4108311001	\$ 10,948.78	\$ 8,223.25	\$ 590.93
4208062001	\$ 13,033.08	\$ 9,892.27	\$ 569.20
9900406001	\$ 85,762.44	\$ 76,355.44	\$ 7,188.78
9900365001	\$ 862.40		\$ 240.20
9900422001	\$ 30,441.30	\$ 27,102.30	\$ 1,681.47
9900558001	\$ 3,020.98	\$ 2,689.62	\$ -
9900515001	\$ 85,174.89		\$ 18,695.40
	\$ 241,175.26	\$ 124,262.88	\$ 30,415.30



**Provincial Education Requisition Credit (PERC)
for Uncollectable Education Property Taxes on Oil and Gas Properties
Application Form**

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

Complete the Fields Below for Each Individual Property

Tax Year	Roll #	LPAU #	Non-Residential Property Type	Assessment Value	Local ASFF Tax Rate	Total Education Property Tax Notice Amount	Amount Collected	Uncollectable Amount	Reason for Writeoff of Uncollectable Property Taxes
2015	3605044003		Buildings and Structures	\$ 513,200.00	0.0032425	\$111	\$0	\$111	Company does no
2016	3605044003		Buildings and Structures	\$ 452,190.00	0.0036796	\$207	\$0	\$207	Company does no
2015	9900660001		Linear - pipeline	\$ 167,930.00	0.0032425	\$575	\$0	\$575	Company does no
2016	9900660001		Linear - pipeline	\$ 151,260.00	0.0036796	\$556	\$0	\$556	Company does no
2015	4108311001		Buildings and Structures	\$ 185,390.00	0.003425	\$38	\$0	\$38	Company does no
2016	4108311001		Buildings and Structures	\$ 158,770.00	0.0036796	\$338	\$0	\$338	Company does no
2017	4108311001		Buildings and Structures	\$ 171,520.00	0.0039647	\$216	\$0	\$216	Company does no
2015	9900406001		Linear - pipeline	\$ 1,035,800.00	0.003425	\$3,547	\$0	\$3,547	Company does no
2016	9900406001		Linear - pipeline	\$ 990,200.00	0.0036796	\$3,641	\$0	\$3,641	Company does no
2015	4208062001		Buildings and Structures	\$ 212,180.00	0.0032425	\$203	\$0	\$203	Company does no
2016	4208062001		Buildings and Structures	\$ 183,750.00	0.0036796	\$140	\$0	\$140	Company does no
2017	4208062001		Buildings and Structures	\$ 194,680.00	0.0039647	\$227	\$0	\$227	Company does no
2015	9900515001		Linear - pipeline	\$ 5,458,510.00	0.0032425	\$18,695	\$0	\$18,695	Company does no
2015	9900422001		Linear - pipeline	\$ 490,940.00	0.0032425	\$1,681	\$0	\$1,681	Company does no
2016	9900365001		Linear - pipeline	\$ 34,020.00	0.0036796	\$125	\$0	\$125	Company does no
2017	9900365001		Linear - pipeline	\$ 29,030.00	0.0039647	\$115	\$0	\$115	Company does no
							\$0		
Totals						\$30,415	\$0	\$30,415	

*Insert rows if needed

Total Education Property Tax Credit	\$30,415
--	-----------------

Prepared By

Barb Scott
Print Name

Accounts Receivable & Tax Clerk
Title

Clearwater County

Councilor and Board Member Remuneration Statement

For the Year of ...2017.....

Name of Councilor / Board Member **Jim Duncan**.....

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 \$159.00	Next 4 Hours \$126.00	Next 4 Hours \$126.00	Regular Council Meeting \$288.00	Lunch \$16.00	Mileage @ \$0.54 / km
Sept 6	Rec Board	X					40
Sept 7	Headwaters Alliance	X					0
Sept 12	Regular Council				X		40
Sept 13	FCSS	X					40
Sept 19	NSRP Stakeholders meeting	X					40
Sept 20	MPC	X	X				40
Sept 21	Clearwater Trails Initiative	X					40
Sept 22	ASB	X	X				40
Sept 26	Regullar Council				X		40

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Remuneration Calculation

7	Meetings @ \$159.00=	1113.00 ✓	320 ✓	Kms @ \$0.54=	172.80
2	Meetings @ \$126.00=	252.00 ✓		Lunch @ \$16.00=	/
2	Meetings @ \$288.00=	576.00 ✓			
	Supervision=	550.00 ✓			
	TOTAL=	2491.00		TOTAL=	172.80

Signature {Councilor / Board Member} Jim Duncan

Clearwater County

Councilor and Board Member Remuneration Statement

For the Year of ...2017.....

Name of Councilor / Board Member **.Jim.Duncan.....**

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 \$159.00	Next 4 Hours \$126.00	Next 4 Hours \$126.00	Regular Council Meeting \$288.00	Lunch \$16.00	Mileage @ \$0.54 / km
Dec 1	ASB	X	X				40
Dec 4	Meet AE+P Deputy Minister	X					40
Dec 5	Broadband orientation-O-Net	X	X				40
Dec 6	NSRP Advisory Committee	X					40
Dec 8	CAAMDC Directors meeting	X	X				428
Dec 11	Headwaters Alliance	X	X				270
Dec 12	Regular Council				X		40
Dec 13	Budget Deliberations	X	X				40
Dec 13	Mayors and Reeves	X					48
Dec 14	Budget Deliberations	X	X				40
Dec 15	Budget Deliberations	X	X				40
Dec 18	Crime Prevention- HUB	X					112
Dec 19	Special Council-Budget	X					40
Dec 19	Canada 150- audit		X				0
Dec 20	MPC	X					40

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Remuneration Calculation

<u>13</u>	Meetings @ \$159.00=	<u>2067.00</u>	<u>1258</u>	Kms @ \$0.54=	<u>679.32</u>
<u>0</u>	Meetings @ \$126.00=	<u>1008.00</u>	<u>0</u>	Lunch @ \$16.00=	<u>0</u>
<u>1</u>	Meetings @ \$288.00=	<u>288.00</u>			
	Supervision=	<u>550.00</u>			
	TOTAL=	<u>3913.00</u>		TOTAL=	<u>679.32</u>

Signature {Councilor / Board Member}

Clearwater County

Councilor and Board Member Remuneration Statement

For the Year of ...2017.....

Name of Councilor / Board Member Theresa Laing

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 \$159.00	Next 4 Hours \$126.00	Next 4 Hours \$126.00	Regular Council Meeting \$288.00	Lunch \$16.00	Mileage @ \$0.54 / km
Dec 5/17	Council Broadband discussion	✓					14
Dec 4/17	Meeting with Deputy Minister (Geo)	✓					14
Dec 6/17	FCSS	✓					14
Dec 7	Reg. Waste	✓					14
Dec 11/17	Fire Station Orientation / HR orientation	✓	✓				14
Dec 12/17	Council				✓		14
Dec 13/17	Budget	✓	✓				14
Dec 14/17	Budget	✓	✓				14
Dec 15/17	Budget	✓	✓				14
Dec 19	Special Meeting of Council	✓	✓				14
Dec 12	Wildrose School Meeting	✓					14

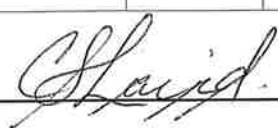
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Remuneration Calculation

10	@ #159	1590.00 ✓	154 Km @ .54	83.16 ✓
5	@ #26	630.00 ✓		
1	@ 288	288.00 ✓		
		# 550.00 ✓		
TOTAL=		<u>3058.00</u>		<u>83.16</u>

Signature {Councilor / Board Member} Theresa Laing

Remuneration

	A	B	C	D	E	F	G	H	
1	Councillor / Board Member		Cammie Laird						
2	Date	Type of Meeting Attended	First 4 Hours \$159.00	Next 4 Hours \$126.00	Next 4 Hours \$126.00	Reg. Council Meeting \$288.00	Lunch \$16.00	Mileage @ \$0.54 / km	
3	Dec. 1	Return from Westlock for Dig. Futures Conf. (17:00-22:00 hours) Dinner (See Exp.)	1					273	
4	Dec. 5	Council Orentation Workshop - Broadband (09:00-15:45)	1	1				26	
5	Dec. 7	Meeting: CRFRS Committee (10:00-12:00 Hours) @ CPS Building)	1					26	
6	Dec. 11	Council Orentation Workshop - CRFRS Stn 10/20 & HR Policies) (09:00-15:00)	1	1				26	
7	Dec. 11	Meeting Pyhisician Recruitment @ CC Office (19:00-21:00 hours)			1			26	
8	Dec. 12	Meetings: CC Reg. Council (09:00-16:50 Hrs.)				1		26	
9	Dec. 12	Meeting: Wildrose School Div. RE: DTHS (19:00-21:00 Hrs)	1					38	
10	Dec. 13	Meeting: CC Budget Review (09:00-16:30 Hrs.)	1	1				26	
11	Dec. 14	Meeting: CC Budget Review (09:00-17:00 Hrs.)	1	1				26	
12	Dec. 15	Meeting: CC Budget Review (09:00-16:30 Hrs.)	1	1				26	
13	Dec. 18	Meeting Rural Crime Prevention @ Caroline Hub (19:00-22:00 Hrs.)	1					80	
14	Dec. 19	Meeting: Special Council (09:00-15:00 Hours) @ CC Office	1	1				26	
15	Dec. 20	Meeting RMH Sen Housing @ Westview Lodge (09:30-12:00 Hours{)	1					28	
16	Sub-Totals		11	7		1		653	
17									
18	Remuneration Calculation								
19	Type of Event	Fee Structure	Quantity	Sub-Total					
20	Meetings	First 4 Hours @ \$ 159	11	1749 ✓					
21	Meetings	Next 4 Hours @ \$126	7	882 ✓					
22	Meetings	Next 4 Hours @ \$126							
23	Reg. Council Meeting	\$288	1	288 ✓					
24	Lunch	\$16.00							
25	Mileage	@ \$0.54 / km	653	352.62 ✓					
26	Supervision	\$550 / Month	1	550 ✓					
27	Expenses	Meals							
28	Expenses	Lodging							
29	Total			3821.62					
30									
32	Signature: Councillor / Board Member:								

Year: 2017
 Month: October

water County

Councillor / Board Member

H6
 Year: 2017
 Month: November

Remuneration

A	B	C	D	E	F	G	H
Councillor / Board Member		Cammie Laird					
Date	Type of Meeting Attended	First 4 Hours \$159.00	Next 4 Hours \$126.00	Next 4 Hours \$126.00	Reg. Council Meeting \$288.00	Lunch \$16.00	Mileage @ \$0.54 / km
3 Nov. 1	Workshop (Council Stat. Agenda Setting) @ CC Office (09:00-16:00 Hrs)	1	1				26
4 Nov. 2	Workshop (Council Stat. Agenda Setting) @ CC Office (09:00-11:00 Hrs)	1					26
5 Nov. 2	Meeting: Special Council (11:00-11:25 - Recess - 15:00-16:30 Hours) @ CC Office	1			1		128
6 Nov. 2	Attd: Rocky Oil & Gas Expo (11:30-14:00 Hours) @ Lou Soppitt Center						
7 Nov. 3	Meeting: Special Council (15:00-17:00 Hours) @ CC Office	1			1		26
8 Nov. 7	Meetings: CC Council Reg. Council (09:00-15:00 Hrs.)				1		26
9 Nov. 9	Meeting: CRFRS Committee (10:00-15:00 Hours) @ CPS Building	1	1				26
10 Nov. 14	Travel to Edmonton for AAMDC Conf. & Reg. (10:30-15:30 hours)	1					215
11 Nov. 15	Conf.: AAMDC (08:00-16:00 hours) @ (Shaw Center; Edmonton)	1	1				159
12 Nov. 16	Conf.: AAMDC (08:00-16:00 hours) @ (Shaw Center; Edmonton)	1	1				
13 Nov. 17	Return from to Edmonton for AAMDC Conf. (10:00-13:30 hours)	1					215
14 Nov. 17	Meeting: Rocky Hosp. Committee (15:00-16:30 Hours) @ RHM Council	1					28
15 Nov. 20	Meeting: Rocky Sen. House Council (09:00-11:00 Hours) @ Westview Lodge	1					28
16 Nov. 20	Meeting: CREMA (11:00-13:15 Hours) @ CPS Building		1				
17 Nov. 20	Council orientation: RE: NDP / ASP / JDA / JSA) @ CC Office (13:30-16:00 Hrs)		1				
18 Nov. 22	Meeting: PAMZ (15:00-18:30 Hours) @ Red Deer	1					142
19 Nov. 23	Workshop: SDAB Training (09:00-14:00 Hours) @ CC Office	1	1				26
20 Nov. 26	Attd: Rocky Christmas Light Parade (CC Float)	1					30
21 Nov. 28	Meetings: CC Reg. Council (09:00-16:00 Hrs.)				1		26
22 Nov. 28	Workshop (Council Regional Services Orientation - Tri Council) @ RMH Rec. Center (17:00-20:30 Hours)	1					
23 Nov. 29	SDAB Hearing (Permit#60/17)(13:00-16:00 Hours) @ CC Office	1					26
24 Nov. 29	Travel to Westlock for Dig. Futures Conf. (17:00-22:00 hours) Dinner (See Exp.)	1					273
25 Nov. 30	Conf.: Didgetal Futuers (08:30-16:30 hours) @ (Westlock Inn)	1					
26 Nov. 30	Lodging & Meals (Nov 29-30) @ Westlock Inn (See Exp.)						
27 Sub-Totals		13	7		4		1139
28							

December 2017 Adjust.

477
 - 256
 221
 difference



Clearwater County Councilor and Board Member Remuneration Statement

For the Year of2017.....

Name of Councilor / Board Member

Daryl Loughheed

Payment Periods

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

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

Date	Type of Meeting Attended	First 4 Hours \$159.00	Next 4 Hours \$126.00	Next 4 Hours \$126.00	Regular Council Meeting \$288.00	Lunch \$16.00	Mileage @ \$0.54 / km
1	Digital Futures	✓	✓				295
5	orientation	✓	✓				60
7	Regional Fire	✓					60
11	orientation	✓					60
11	Physician Recruit.		✓				60
12	council				✓		60
13	budget	✓	✓				60
14	↓	✓	✓				60
15		✓	✓				60
19	special council	✓	✓				60
20	MPC	✓					60

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Remuneration Calculation

<u>9</u>	Meetings @ \$159.00=	<u>1431.00</u> ✓	<u>895</u>	Kms @ \$0.54=	<u>483.30</u>
<u>7</u>	Meetings @ \$126.00=	<u>882.00</u> ✓	<u>0</u>	Lunch @ \$16.00=	<u>0</u>
<u>1</u>	Meetings @ \$288.00=	<u>288.00</u> ✓			
	Supervision=	<u>550.00</u> ✓			
	TOTAL=	<u>3151.00</u>		TOTAL=	<u>483.30</u>

Signature {Councilor / Board Member}

Daryl Loughheed

Clearwater County

Councilor and Board Member Remuneration Statement

For the Year of ...2017.....

Name of Councilor / Board MemberDaryl Loughheed.....

Payment Periods

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

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

Date	Type of Meeting Attended	First 4 Hours \$159.00	Next 4 Hours \$126.00	Next 4 Hours \$126.00	Regular Council Meeting \$288.00	Lunch \$16.00	Mileage @ \$0.54 / km
1	Council orientation	✓	✓				60
2	" "	✓					60
2	special meeting		✓				
3	" "	✓					60
7	reg. council				✓		60
9	Regional Fire	✓					60
9	D.T. Recreation		✓				8
11	Rocky Remembrance	✓					60
14	AAMDC	✓					200
15	"	✓	✓	✓			
16	"	✓	✓	✓			
17	"	✓				✓	200
17	RMH Hospital		✓				60
20	Council orientation	✓					60
21	MPC	✓					60

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Remuneration Calculation

17	Meetings @ \$159.00=	2703.00	1753	Kms @ \$0.54=	946.62
15	Meetings @ \$126.00=	1890.00	4	Lunch @ \$16.00=	64.00
2	Meetings @ \$288.00=	576.00		Accommodation (Receipts on file)	555.46
	Supervision=	550.00			196.10
	TOTAL=	5719.00		TOTAL=	1762.18

Signature {Councilor / Board Member}Daryl Loughheed.....

Date	Type of Meeting Attended	First 4 Hours \$159.00	Next 4 Hours \$126.00	Next 4 Hours \$126.00	Regular Council Meeting \$288.00	Lunch \$16.00	Mileage @ \$0.54/ km
22	AUMA	✓	✓	✓		✓	195
23	"	✓	✓	✓			
24	"	✓	✓				195
25	Parade of lites	✓					60
28	reg. council				✓		60
28	Tri-council		✓				
29	Digital Futures	✓				✓	295
30	Digital Futures	✓	✓			✓	

Clearwater County

Councilor and Board Member Remuneration Statement

For the Year of2017.....

Name of Councilor / Board Member Tim HOVEN

Payment Periods

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

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

Date	Type of Meeting Attended	First 4 Hours \$159.00	Next 4 Hours \$126.00	Next 4 Hours \$126.00	Regular Council Meeting \$288.00	Lunch \$16.00	Mileage @ \$0.54 / km
12/1	ASTB	1	1				91
12/5	O-Net Presentation	1	1				91
12/8	SPOG	1					131.2
12/11	Orientalum Sessions	1	1				91
12/12	Council				1		91
12/12	WRSD Meeting	1					34.6
12/13	Budget	1	1				91
	CCPAC	1					
12/14	Budget	1	1	1			91
12/15	Budget	1	1	1			91
12/18 12/19	Special Meetng	1	1				91
12/20	MPC	1					91

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Remuneration Calculation

11	Meetings @ \$159.00=	1749	843.8 984.8	Kms @ \$0.54=	531.79
9	Meetings @ \$126.00=	1134	0	Lunch @ \$16.00=	482.65
1	Meetings @ \$288.00=	288			0
	Supervision=	550.00			
	TOTAL=	3721		TOTAL=	\$ 531.79.

Signature {Councilor / Board Member}

Clearwater County

Councilor and Board Member Remuneration Statement

For the Year of ...2017.....

Name of Councilor / Board Member Tim Hoven

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

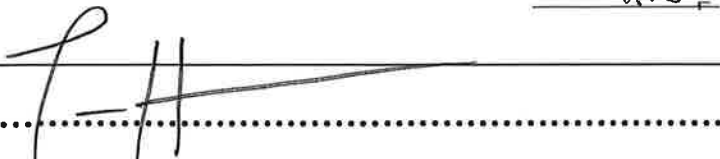
Date	Type of Meeting Attended	First 4 Hours \$159.00	Next 4 Hours \$126.00	Next 4 Hours \$126.00	Regular Council Meeting \$288.00	Lunch \$16.00	Mileage @ \$0.54 / km
11/1	Strategic Planning	✓	✓	✓			91
11/2	Strategic Planning	✓	✓	✓			91
11/3	Special Meeting	✓					91
11/6	Caroline Library	✓					69
11/7	Council Meeting				✓		91
11/8	CCPAC	✓					91
11/9	Parkland Library	✓					142.4
11/14	AAMDC	✓	✓				195
11/15	AAMDC	✓	✓				
11/16	AAMDC	✓	✓				
11/17	AAMDC	✓	✓				195
11/20	NDA Orientation	✓	✓				91
11/21	MPC	✓					91
11/23	SPOG AGM	✓	✓				136
11/28	Council Meeting				✓		

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Remuneration Calculation

<u>15</u>	Meetings @ \$159.00=	<u>2385</u>	<u>1556.4</u>	Kms @ \$0.54=	<u>840.46</u>
<u>10</u>	Meetings @ \$126.00=	<u>1260</u>		Lunch @ \$16.00=	
<u>2</u>	Meetings @ \$288.00=	<u>576</u>			
	Supervision=	<u>550</u>			
	TOTAL=	<u>4771</u>		TOTAL=	<u>840.46</u>

Signature {Councilor / Board Member}



Hoven

NOV. 17

H6

Date	Type of Meeting Attended	First 4 Hours \$159.00	Next 4 Hours \$126.00	Next 4 Hours \$126.00	Regular Council Meeting \$288.00	Lunch \$16.00	Mileage @ \$0.54/ km
11/28	Tri Council	✓					91
11/30	Pregnancy Care Fundraiser	✓					91

Clearwater County

Councilor and Board Member Remuneration Statement

For the Year of ...2017.....

Name of Councilor / Board Member JOHN VANDERMEER

Payment Periods

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

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

Date	Type of Meeting Attended	First 4 Hours \$159.00	Next 4 Hours \$126.00	Next 4 Hours \$126.00	Regular Council Meeting \$288.00	Lunch \$16.00	Mileage @ \$0.54 / km
1	DIGITAL FUTURES	✓	✓				320
4	AG/FORESTRY	✓					80
5	O-NET WORKSHOR	✓	✓				80
6	CAEP BOARD	✓					160
8	CAAMDC	✓	✓			✓	16
11	COUNCIL ORIENTATION	✓	✓				80
12	COUNCIL				✓		80
13	BUDGET	✓	✓				
13	MAYORS + REEVES			✓			110
14	BUDGET	✓	✓				80
15	BUDGET	✓	✓				80
19	SPECIAL COUNCIL	✓	✓				80
16	WITFORD FUNERAL					✓	240

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1406

Remuneration Calculation

<u>10</u>	Meetings @ \$159.00=	<u>1590</u> ✓	<u>1406</u>	Kms @ \$0.54=	<u>759.24</u> ✓
<u>9</u>	Meetings @ \$126.00=	<u>1134</u> ✓	<u>2</u>	Lunch @ \$16.00=	<u>32</u>
<u>1</u>	Meetings @ \$288.00=	<u>288</u> ✓			
	Supervision=	<u>850</u> ✓			
	TOTAL=	<u>3862.</u>		TOTAL=	<u>791.24</u>

Signature {Councilor / Board Member} John Vandermeer

Clearwater County

Councilor and Board Member Remuneration Statement

For the Year of ...2017.....

Name of Councilor / Board Member JOHN VANDERMEER

Payment Periods

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

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

Date	Type of Meeting Attended	First 4 Hours \$159.00	Next 4 Hours \$126.00	Next 4 Hours \$126.00	Regular Council Meeting \$288.00	Lunch \$16.00	Mileage @ \$0.54 / km
1	COUNCIL WORKSHOP	✓	✓				80
2	COUNCIL WORKSHOP	✓	✓				80
7	COUNCIL				✓		80
9	REGIONAL FIRE	✓					80
10	SCHOOL AWARDS	✓					16
14	AAMDC	✓	✓				230
15	AAMDC	✓	✓				
16	AAMDC	✓	✓				
17	AAMDC	✓	✓				240
	HOSPITAL Com. MTG			✓			
18	VOLUNTEER APREC.	✓					16
20	CREMA	✓					80
	COUNCIL ORIENT.		✓				
21	COUNCIL				✓		80
22	AUMA	✓	✓				150

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Remuneration Calculation

<u>18</u>	Meetings @ \$159.00=	<u>2862</u>	<u>1892</u>	Kms @ \$0.54=	<u>1021.68</u>
<u>15</u>	Meetings @ \$126.00=	<u>1890</u>	<u>1</u>	Lunch @ \$16.00=	<u>16.00</u>
<u>2</u>	Meetings @ \$288.00=	<u>576</u>		WESTLACK INN	<u>196.10</u>
	Supervision=	<u>850</u>		TOTAL=	<u>1233.78</u>
	TOTAL=	<u>6178</u>			

Signature {Councilor / Board Member}

John Vandermeer

Clearwater County

Councilor and Board Member Remuneration Statement

For the Year of ...2017.....

Name of Councilor / Board Member JOHN VANDERMEER

Payment Periods

January	February	May	<u>June</u>
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 \$159.00	Next 4 Hours \$126.00	Next 4 Hours \$126.00	Regular Council Meeting \$288.00	Lunch \$16.00	Mileage @ \$0.54 / km
1	FCM	✓	✓	✓			
2	FCM	✓	✓	✓			
3	FCM	✓	✓				
4	FCM	✓	✓				
5	FCM	✓	✓	✓			
8	REGIONAL FIRE	✓					
10	ROCKY PARADE	✓					
13	COUNCIL				✓		80
19	A+P	✓	✓				80
22	CAEP AGM	✓					160
27	COUNCIL				✓		80
28	TRI COUNCIL	✓	✓				80
29	CAROLINE GRAD	✓					16
30	WEST CENTRAL GRAD	✓					80

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Remuneration Calculation

12	Meetings @ \$159.00=	1908	576	Kms @ \$0.54=	311.04
10	Meetings @ \$126.00=	1260		Lunch @ \$16.00=	
2	Meetings @ \$288.00=	576	FCM Accomodation (Receipt on File)		1099.90
	Supervision=	550			
	TOTAL=	4294.		TOTAL=	

Signature {Councilor / Board Member}

John Vandermeer

Clearwater County

Councilor and Board Member Remuneration Statement

For the Year of2017.....

Name of Councilor / Board Member Michelle Swanson

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 \$159.00	Next 4 Hours \$126.00	Next 4 Hours \$126.00	Regular Council Meeting \$288.00	Lunch \$16.00	Mileage @ \$0.54 / km
5	O'Net, Internet Presentation	✓					26
6	FCSS	✓					26
6	North Sask River Park		✓				—
6	Rec Parks + Comm Mtg.			✓			—
7	RDMUG.	✓	✓	✓			643
11	Council Orientation FIRE { HR	✓					26 —
12	Council Mtg				✓		26
13	Council Budget	✓	✓				26
14	Council Budget	✓	✓				26
15	Council Budget	✓	✓				26
18	Community Crime Awareness (J. Egliniski)						112
19	Council Special Mtg	✓	✓				26
20	Seniors Housing	✓					26

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Remuneration Calculation

9	Meetings @ \$159.00=	1431.00	989	Kms @ \$0.54=	534.06
8	Meetings @ \$126.00=	1008.00	0	Lunch @ \$16.00=	0
1	Meetings @ \$288.00=	288.00			
	Supervision=	550.00			
	TOTAL=	3277.00		TOTAL=	534.06

Signature {Councilor / Board Member}

Michelle Swanson