



**TOWN OF CLARESHOLM  
PROVINCE OF ALBERTA  
REGULAR COUNCIL MEETING  
MARCH 11, 2019  
AGENDA**

Time: 7:00 P.M.  
Place: Council Chambers  
Town of Claresholm Administration Office  
221 – 45 Avenue West

**NOTICE OF RECORDING**

**CALL TO ORDER**

**AGENDA: ADOPTION OF AGENDA**

**MINUTES: REGULAR MEETING – FEBRUARY 25, 2019**

**ACTION ITEMS:**

1. BYLAW #1650 – Cemetery  
RE: 1<sup>st</sup> Reading
2. BYLAW #1659 – Water & Sewer Utility Bylaw  
RE: 2<sup>nd</sup> & 3<sup>rd</sup> Readings
3. REQUEST FOR DECISION: Chinook Intermunicipal Subdivision & Development Appeal Board Agreement
4. BYLAW #1664 – Intermunicipal Subdivision & Development Appeal Board  
RE: 1<sup>st</sup> Reading
5. CORRES: Hon. Shave Anderson, Minister of Municipal Affairs  
RE: Municipal Sustainability Initiative (MSI)
6. CORRES: Hon. Shave Anderson, Minister of Municipal Affairs  
RE: Municipal Sustainability Initiative (MSI) Capital
7. CORRES: Town of Pincher Creek  
RE: Intermunicipal Transportation System “Visioning Workshop”
8. CORRES: Granum & District Canada Day Society  
RE: Canada Day 2019
9. CORRES: Action on Smoking & Health (ASH)  
RE: Request for Letter of Support
10. CORRES: Alberta Urban Municipalities Association  
RE: Amplify our Municipal Voice for Responsible Resource Development
11. CORRES: AMSC Insurance  
RE: Reduction in Insurance Premiums
12. CORRES: Claresholm Minor Lacrosse Association  
RE: 2019 Arena Rate Proposal
13. CORRES: Cynthia Wannamaker  
RE: Management Training
14. REQUEST FOR DECISION: Outdoor Markets
15. REQUEST FOR DECISION: Claresholm Arts Society Letter of Support
16. FINANCIAL REPORT: Statement of Operations – February 28, 2019
17. INFORMATION BRIEF: Claresholm Child Care Society CFEP Grant
18. INFORMATION BRIEF: Strategic Plan Report
19. INFORMATION BRIEF: Council Resolution Status
20. ADOPTION OF INFORMATION ITEMS
21. IN CAMERA:
  - a. CONFIDENTIAL EVALUATIONS – FOIP Section 19.1
  - b. LEGAL – FOIP Section 27
  - c. Intergovernmental Relations – FOIP Section 21
  - d. Intergovernmental Relations – FOIP Section 21

**INFORMATION ITEMS:**

1. Hon. Ricardo Miranda, Minister of Culture & Tourism – Submit a bid for the 2022 Alberta Winter Games or 2022 Alberta Summer Games
2. Willow Creek Regional Waste Management Services Commission Meeting Minutes – January 24, 2019
3. Economic Development Committee Meeting Minutes – January 21, 2019
4. Municipal District of Willow Creek No. 26 Notice of Public Hearing – March 26, 2019
5. Claresholm & District Transportation Society Meeting Minutes – January 18, 2019
6. Learn-a-lot Playschool Society Minutes – January 21, 2019
7. Town of Claresholm 2018 Annual Newsletter
8. Farm Safety Centre – Thank you for your support

**ADJOURNMENT**



**TOWN OF CLARESHOLM**  
**PROVINCE OF ALBERTA**  
**REGULAR COUNCIL MEETING MINUTES**  
**FEBRUARY 25, 2019**

**Place: Council Chambers**  
**Town of Claresholm Administration Office**  
**221 – 45 Avenue West**

**COUNCIL PRESENT:** Mayor Doug MacPherson; Councillors: Kieth Carlson, Mike Cutler, Gaven Moore, Brad Schlossberger, Lise Schulze and Craig Zimmer

**ABSENT:** None

**STAFF PRESENT:** Chief Administrative Officer: Marian Carlson, Finance Assistant: Karine Keys

**MEDIA PRESENT:** Rob Vogt, Claresholm Local Press

**NOTICE OF RECORDING:** Mayor MacPherson provided notice that live streaming and recording of the Council meeting would begin immediately at 7:00 p.m. and that recording would continue until such time as the meeting goes In Camera and/or is adjourned.

**CALL TO ORDER:** The meeting was called to order at 7:00 p.m. by Mayor Doug MacPherson.

**AGENDA:** Moved by Councillor Schlossberger that the Agenda be accepted as presented.

**CARRIED**

**MINUTES:** **REGULAR MEETING – FEBRUARY 11, 2019**

Moved by Councillor Zimmer that the Regular Meeting Minutes of February 11, 2019 be accepted as presented.

**CARRIED**

**ACTION ITEMS:**

**1. BYLAW #1650 – Cemetery**  
**RE: 1<sup>st</sup> Reading**

Referred to Administration to make changes prior to 1<sup>st</sup> Reading.

**2. CORRES: Porcupine Hills Classic Cruisers**  
**RE: 27<sup>th</sup> Annual Show ‘N’ Shine – August 11, 2019**

MOTION #19-020 Moved by Councillor Cutler to allow the Porcupine Hills Classic Cruisers to host their event at the Centennial Park Ball Diamonds on August 11, 2019.

**CARRIED**

**3. REQUEST FOR DECISION: Compliance Policy**

MOTION #19-021 Moved by Councillor Schlossberger to adopt Policy #5.6.02 "Compliance Policy" effective February 25, 2019 as presented.

**CARRIED**

**4. REQUEST FOR DECISION: Good Neighbour Fence Policy**

MOTION #19-022 Moved by Councillor Zimmer to adopt Policy #5.6.11 "Good Neighbor Fence Policy" effective February 25, 2019 as presented.

**CARRIED**

**5. REQUEST FOR DECISION : Appointment – Director of Emergency Management**

MOTION #19-023 Moved by Councillor Cutler to appoint Jason Hemmaway as the Director of Emergency Management for the Town of Claresholm effective February 25, 2019.

**CARRIED**

**6. REQUEST FOR DECISION: Rural & Northern Immigration Pilot Application**

MOTION #19-024 Moved by Councillor Schlossberger to approve the Town of Claresholm Economic Development Application for the Government of Canada's Rural and Northern Immigration Pilot, provided that another local or regional immigrant-servicing organization provides its written support, and given that all other requirements of the application are met prior to the March 1, 2019 application deadline.

**CARRIED**

**7. REQUEST FOR DECISION: 2019 Capital Infrastructure Project**

MOTION #19-025 Moved by Councillor Carlson to award the 2019 capital infrastructure project to McNally Contractors in the amount of \$481,116.50 plus GST and that an additional overbudget funding of \$11,500 be approved out of the General Capital Reserve.

**CARRIED**

**8. REQUEST FOR DIRECTION: Name for Storm Water Management Facility**

Referred to Administration to put the names out to the public to help select the best name or for other possible suggestions.

**9. FINANCIAL REPORT: Statement of Operations – January 31, 2019**

Moved by Councillor Zimmer to accept the Consolidated Statement of Operations for the month ended January 31, 2019 as presented.

**CARRIED**

**10. INFORMATION BRIEF: Amundsen Park Redesign**

Received for information.

**11. INFORMATION BRIEF: CAO Report**

Received for information.

**12. INFORMATION BRIEF: Council Resolution Status**

Received for information.

**13. ADOPTION OF INFORMATION ITEMS**

Moved by Councillor Schulze to accept the information items as presented.

**CARRIED**

**18. IN CAMERA:**

**a. Intergovernmental Relations – FOIP Section 21**

Moved by Councillor Cutler to go In Camera at 7:48 p.m.

**CARRIED**

**NOTICE OF RECORDING CEASED:** Mayor MacPherson stated that the live stream has ended at 7:48 p.m.

Moved by Councillor Schulze to come out of In Camera at 8:19 p.m.

**CARRIED**

**NOTICE OF RECORDING:** Mayor MacPherson provided notice that live streaming and recording of the Council meeting would begin again at 8:19 p.m.

**MOTION #19-026** Moved by Councilor Schlossberger to enter into a Shared Services Agreement with the Municipal District of Willow Creek #26 for the purposes of traffic enforcement and traffic safety operations.

**CARRIED**

**ADJOURNMENT:** Moved by Councillor Carlson that the meeting adjourn at 8:20 p.m.

**CARRIED**

**NOTICE OF RECORDING CEASED:** Mayor MacPherson noted that recording ceased at 8:20 p.m.

---

Mayor – Doug MacPherson

---

Chief Administrative Officer – Marian Carlson

# **ACTION ITEMS**



# REQUEST FOR DECISION

Meeting: March 11, 2019  
Agenda Item: 1

---

## BYLAW No.1650 – CEMETERY BYLAW

---

### **DESCRIPTION:**

To update the Town's Cemetery Bylaw which governs the Town's policies, procedures, fees in relation to the purchase and use of plots or niches for human remains and monuments for deceased individuals.

### **BACKGROUND:**

Bylaw #1650 was presented for first reading on February 25, 2019. Council at that time requested that height restrictions for monuments in the New Section of the cemetery be removed. The following amendment was made to the draft was omitted from the prior draft section 10.9:

- 10.9 If a tablet, monument or marker protrudes from the foundation it must be of a minimum height of 3 inches above the foundation on all sides, which is flush to the ground. ~~In the New Cemetery Section no tablet, monument or marker shall extend more than eight (8) inches in height on any side. The old Cemetery Section shall have no such height restriction.~~

This is the only section that refers to any height restriction.

### **RECOMMENDED ACTION:**

Administration recommends Council give Bylaw #1650 as amended first reading.

### **PROPOSED RESOLUTION:**

Moved by Councillor \_\_\_\_\_ to give Bylaw #1650, Cemetery Bylaw, 1<sup>st</sup> Reading.

### **ATTACHMENTS:**

1. Bylaw No. 1650 Cemetery Bylaw

PREPARED BY: Blair Bullock, CPA, CA – Director of Corporate Services

---

APPROVED BY: Marian Carlson, CLGM - CAO

DATE: March 5, 2019

---



**TOWN OF CLARESHOLM  
PROVINCE OF ALBERTA  
BYLAW #1650**

**A Bylaw of the Town of Claresholm to provide for the control, care and regulating the use of the Claresholm Cemetery.**

**WHEREAS** the *Cemeteries Act*, being Chapter C-3 of the Revised Statutes of Alberta, 2000 and amendments thereto, provides that a municipality may authorize the purchase, maintenance and control of cemeteries; and

**WHEREAS** the Council of the Town of Claresholm, in the Province of Alberta, deem it wise, equitable and practical to rescind Bylaw #1545 and all amendments thereto;

**NOW THEREFORE, THE COUNCIL OF THE TOWN OF CLARESHOLM, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:**

**SECTION 1 TITLE**

- 1.1 This Bylaw may be cited as the “**CEMETERY BYLAW.**”

**SECTION 2 GENERAL**

- 2.1 No person will bury a human body within the limits of the Town except in the cemetery in accordance with the provisions of this Bylaw.
- 2.2 The Town cemetery is solely for the purpose of the burial of dead human remains and for the memorialization of dead humans.

**SECTION 3 DEFINITIONS**

- 3.1 In this Bylaw, unless the context otherwise requires:
- a) “**Act**” is the *Cemeteries Act*, being Chapter C-3 of the Revised Statutes of Alberta 2000, as amended from time to time, and any regulations enacted thereunder.
  - b) “**Adult**” is any person eighteen years of age or over.
  - c) “**Block**” is a group of lots or plots within a cemetery.
  - d) “**Burial**” is the interment of human remains in an earth plot or inurnment of cremated human remains in an earth plot or a columbarium niche or the act of burying a deceased person.
  - e) “**Burial Rights**” is the purchased rights of burial in plots or columbarium niches sold in accordance with the provisions set out in Schedule “A” of this bylaw, and the Contract as set out in Schedule “B” of this bylaw.
  - f) “**Bylaw**” is a bylaw of the Town of Claresholm.
  - g) “**CAO**” is the Chief Administrative Officer of the Town of Claresholm or their designates.
  - h) “**Cemetery**” is the land legally described as Block 1 Plan 9210486 within the Southwest quarter of Section 23, Township 12, Range 27, West of the fourth meridian, that is set apart or used as a place for the burial of dead human bodies or other human remains or in which dead human bodies or other human remains are buried, which is owned operated and under the control of the Town.
  - i) “**Cemetery Services**” is the supplying of any service to be rendered at the cemetery in respect to any plot or niche, burial rights, perpetual care, opening and closing of graves at time of need, and permit to erect a monument.
  - j) “**Child**” is any person two years of age and under eighteen years of age.
  - k) “**Columbarium**” is a permanent, freestanding structure containing a number of small enclosures, or niches, designed for the storing of cremated human remains.
  - l) “**Concrete Base**” is a rectangular piece of support concrete four (4) inches in thickness with the top surface installed flush with the surrounding ground and not less than 2,500 P.S.I. And the concrete base must project six (6) inches beyond the Monument.
  - m) “**Concrete Liner**” is a concrete box placed in the ground to enclose totally a casket (includes a protective casket) in a grave in the cemetery, designed and built to support the weight of the earth and standard cemetery maintenance equipment and to prevent the grave from collapsing.

- n) **“Concrete Vault”** is a lined and sealed burial receptacle which performs all the functions of the concrete liner, and in addition is designed and constructed using one or more lining and sealing materials to increase the overall tensile strength of the finished unit and to reduce the risk of the intrusion of exterior elements.
- o) **“Continuous Concrete Foundation”** is a strip of concrete used for the placement of monuments.
- p) **“Contract”** is the agreement made and signed between the purchaser of the burial rights in the cemetery or his/her representative for any services requested to be done within the cemetery.
- q) **“Coping”** refers to the stone “walls” that are used to enclose some cemetery lots
- r) **“Council”** is the elected Councillors and Chief Elected Official of the Town of Claresholm.
- s) **“Cremains”** are the cremated remains of a human corpse and also called “ashes.”
- t) **“Cremation”** is the reducing to ashes of a human corpse.
- u) **“Cremation Plot”** is a two-foot by two-foot space within the cemetery designated for cremated remains of a dead human body.
- v) **“Director of Infrastructure Services”** is the person with authority to supervise and have charge of the Cemetery, subject to the powers delegated to him/her by Council and the CAO.
- w) **“Disinter”** is to exhume or to remove human remains or cremated human remains from a grave or out of the earth or remove from the columbarium; dig out of the earth or ground.
- x) **“Enforcement Officer”** means a Community Peace Officer, or a Bylaw Enforcement Officer, or a Municipal Enforcement Officer, or a member of the Royal Canadian Mounted Police (RCMP), or a member of a municipal police service.
- y) **“Flat Monument”** is a monument of granite, marble or bronze the top of which must be aligned with the level of the ground in which it is set.
- z) **“Foundation”** is a permanent support providing a base for a monument.
- aa) **“Grave”** is a plot that has been opened or used as a place of burial or an opening dug in a burial plot for the purpose of the interment of human remains or cremated human remains.
- bb) **“Holiday”** is all general holidays proclaimed by the Town of Claresholm, the Province of Alberta, or the Government of Canada.
- cc) **“Infant”** is any person under two (2) years of age.
- dd) **“Interment”** is the burial of human remains in a grave or the act of burying a deceased person.
- ee) **“Inurnment”** is the placement of cremated human remains in a niche or burial plot.
- ff) **“Lot”** is a group of plots within the old section of the cemetery.
- gg) **“Memorial Tree Structure”** is a structure in the cemetery where individuals may purchase a tree and a memorial bronze plaque in memory of a loved one.
- hh) **“Monument”** is a structure in the cemetery, which projects above the level of the surrounding ground, for the purpose of memorialization.
- ii) **“New Cemetery”** refers to Blocks A to L and AA and BB in the Town of Claresholm Cemetery.
- jj) **“Niche”** is a single compartment of a columbarium for cremated human remains.
- kk) **“Old Cemetery”** refers to Block 1 to Block 18 of the north portion of the Town of Claresholm Cemetery.
- ll) **“Open and close”** is the digging and preparation of the grave, the repairing of any damage to the grave caused by cave-ins, etc., filling the grave, levelling and re-establishing the grass on the grave and does not include the removal or placement or re-placement of monuments and or foundations.
- mm) **“Perpetual Care”** is the ongoing care of lots, plots, graves, columbarium, and town-owned monuments.
- nn) **“Pillow Monument”** is a rectangular, flat, or sloped section of granite, marble, bronze or other material set so that the highest portion of the top of the pillow is not more than eight inches measured vertically from the concrete foundation.
- oo) **“Plot”** is a four foot by ten-foot space within the new section of the cemetery. Those plots located in the old cemetery may have varying lengths and widths.

pp) **“Pre-need Contract”** is a contract for the provision (purchase) of burial rights prior to the death of the person for whose benefit the contract is entered into.

qq) **“Scattering Grounds”** is the designated area within the Claresholm Cemetery for scattering cremains.

rr) **“Scattering Grounds Memorial Structure”** is a structure within the cemetery where scattered cremains are memorialized by placing a bronze plaque.

ss) **“Town”** is the Town of Claresholm, in the Province of Alberta, a municipal corporation.

tt) **“Upright Monument”** is a rectangular section of granite or marble set so that the highest portion of the top of the monument will not be more than thirty-six inches, measured vertically from the concrete foundation.

uu) **“Vehicle”** is the same meaning as it has in the Highway Traffic Act, R.S.A. 1980, Chapter 30.

vv) **“Veteran”** is a former member of Her Majesty’s Armed Forces as determined by the Department of Veteran’s Affairs Canada.

#### **SECTION 4 PERPETUAL CARE**

- 4.1 Perpetual Care to be supplied by the Town means and includes: seeding of lots, grave surfaces, re-seeding when necessary, cultivation as may be necessary in connection with such seeding and re-seeding, seasonal cutting of grass and weeds, keeping plots in neat condition and of good appearance, maintenance of columbarium and Town-owned memorialization structures, and such other work as may be authorized by the CAO.
- 4.2 Perpetual Care to be supplied by the Town will not include the care, maintenance, upkeep, repair of, handling of, removal of, or replacement of any monument, plaque, or similar object which has been placed, or may in the future be placed in the cemetery regardless whether such placing has Town approval or not.
- 4.3 Upon the payment by any person of the full price of the burial rights in any plot, columbarium niche, or the memorialization rights for Town-owned monuments, the Town will, so far as funds are available, do all that is necessary to keep the said plot, and the columbarium and Town-owned monument structures in a neat and tidy condition.
- 4.4 Grave, Infant and Cremation sites purchased prior to April 23, 1990 shall be charged the appropriate perpetual care fee at the time the grave site is utilized.

#### **SECTION 5 POWERS AND AUTHORITY OF THE CAO AND DIRECTOR OF INFRASTRUCTURE SERVICES**

- 5.1 All the powers granted to the CAO and Director of Infrastructure Services by this Bylaw will be subject to the supervision and control of Council.
- 5.2 The Director of Infrastructure Services is responsible for the operation of and maintaining order in the cemetery. This includes the general supervision, charge and control of the management and operation of the cemetery.
- 5.3 The CAO must keep a permanent record of all sales, location description, and the name(s) of any person(s) buried in any lot, plot or niche, together with the date of any purchase and burial, and all information as required in the Cemetery Contract, attached hereto as Schedule “B”.
- 5.4 The Director of Infrastructure Services will have charge of the cemetery and of all persons employed therein and of all works of whatsoever nature are carried out therein and will be charged with the duty of seeing that the said cemetery is kept in good order.
- 5.5 Only persons under the control and supervision of the Director of Infrastructure Services will open any grave for a burial of or the removal of, a dead body or the cremated remains.
- 5.6 The Enforcement Officer has the right to remove from the cemetery any person who disturbs the quiet or good order of the cemetery whether by noise or improper conduct or otherwise.

#### **SECTION 6 PRE-NEED SALES**

- 6.1 A contract for the reservation of burial rights in plots or niches, or the rights to memorialize on town-owned monuments or memorial wall must:
  - a) be in writing; and
  - b) be signed by the purchaser and the CAO or authorized designate; and
  - c) state the name of the salesperson and the name of any Funeral Home acting for the purchaser



- 6.2 The contract for reservation of burial rights will become valid and binding upon receipt of acceptable payment by the Town.
- 6.3 The contract for the purchase of burial rights in a plot or niche, or the contract for the purchase of the rights for memorialization on a town-owned monument will include perpetual care and permission to erect a monument. Plots and niches purchased prior to April 23,1990 will be charged for perpetual care and permission to erect a monument as set forth in Schedule "A" in this Bylaw at the time of use.
- 6.4 All persons who purchase burial rights in the cemetery will be responsible for the cost thereof and for all charges incurred now and, in the future, as set forth in Schedule "A" in this Bylaw.
- 6.5 The owner of the burial rights of a plot or niche, may authorize the use of such plot or niche for the interment of another person by submitting to the Town the name of the person to be interred and into which plot or niche. Such authorization must be in writing and signed by the owner of the burial rights or as per the Act.
- 6.6 All persons who purchase burial rights in plots or niches, or the rights for memorialization on Town-owned monuments in the cemetery will be responsible for compliance with the Regulations governing the erection of monuments as outlined in Section 10 of this bylaw.
- 6.7 No person will accept any fee or reward for a burial or the resale of burial rights in a plot or columbarium niche of which such a person is the owner of the contract for burial rights, or over which they exercise any power or control.
- 6.8 It will be the condition of each sale of burial space in the Cemetery that the purchaser expressly waives any claim arising by reason of any error or misdescriptions of any burial space. The Town undertakes that it will attempt, in so far as is reasonable or possible, to avoid such errors, but its liability will only extend to refund in case of error of any money paid to the Town for the burial rights in a plot or columbarium niche, or the rights for memorialization on a Town-owned monument, or the Town will undertake to make available equivalent quality of plots or niches, or space on a Town-owned monument, in lieu of those originally allocated.

## **SECTION 7 TERMINATION OR CANCELLATION OF BURIAL RIGHTS**

- 7.1 The purchaser may cancel the contract at any time for any reason. The purchaser may cancel without charge or penalty at any time during the period from the day the contract is entered into until 30 days after receipt of a copy of the contract. If cancelled after 30 days, payment will be required for burial rights and any cemetery supplies and cemetery services that have already been supplied, performed or delivered, as the case may be.
- 7.2 Upon receipt of an application and upon proof of ownership, the Town may redeem the burial rights in vacant graves in the cemetery and in columbarium niches, and the memorial rights to a town-owned monument in the cemetery on the basis of the original purchase price for the actual plot or niche, including perpetual care fees paid.
- 7.3 Cancellations or redemption after 30 days will be subject to an administration fee as per Schedule A.
- 7.4 Where G.S.T. was applicable to the original purchase price, it will be refunded based on the purchase price refunded.
- 7.5 "Proof of Inheritance" When the owner of the burial rights in a plot or niche, or memorialization rights on a Town-owned monument dies and burial rights pass to the new owners, before the new owners can obtain registration of their interest to it, the Town requires proof of their right to such interest.

## **SECTION 8 BURIALS, INTERMENTS, INURNMENTS, DISINTERMENTS**

- 8.1 No burial, placement of cremated remains or disinterment will take place in the cemetery unless and until there is produced and shown to the Town the following documents:
  - a) Burial, death and/or cremation certificate or permit or disinterment permit issued by the proper official of the Province of Alberta or such other written authority as may be required from time to time under the laws of the Province of Alberta.
  - b) A completed contract for burial or disinterment acknowledging receipt of payment in full, or approval of credit by the CAO for work to be done at the expense of the Town, and signed by the owner (or his/her personal representative), of the burial rights:
    - i) Name of the Deceased Person,
    - ii) Last known residence of the deceased,

- iii) Block, Lot (if applicable) and Plot Numbers,
- iv) Date of Death,
- v) Day and Date of Burial/Disinterment,
- vi) Arrival Time at Cemetery,
- vii) Type of Outer Box and Name of Vault,
- viii) Sex of Deceased,
- ix) Date of Birth of Deceased,
- x) Place of Birth of Deceased,
- xi) Name of Firm and Individual making arrangements,
- xii) Name and address of plot owner or personal representative,
- xiii) Owner of burial rights or his/her personal representative making arrangements, and signature,
- xiv) The service number of a Veteran/and if required the service number of a Veteran Spouse,
- xv) The acknowledgment of payment in full, of fees and charges or the approval of credit by the CAO as set forth in Schedule "A" of this Bylaw.

- 8.2 The owner of the burial rights of a plot or niche may authorize the use of such plot/niche for the interment of a person by submitting to the Town, the name of the person to be interred and into which plot/niche. Such authorization must be in writing and signed by the owner or his/her personal representative.
- 8.3 Columbarium niches must be used for the inurnment of cremated human remains and must not be used for memorialization purposes only.
- 8.4 The Town may request proof of purchase to identify the plot and/or prove the right to use the plot.
- 8.5 It will be the condition of each sale of burial space in the cemetery that the purchaser expressly waives any claim arising by reason of any error or misdescriptions of any burial space. The Town undertakes that it will attempt, in so far as is reasonably possible, to avoid such errors, but its liability will only extend to refund in case of error, of any money paid to the Town for the burial rights in a plot or columbarium niche, or the rights for memorialization on a Town-owned monument, or the Town will undertake to make available equivalent quality of lots or niches, or space on a Town-owned monument, in lieu of those originally allocated.
- 8.6 Any person signing a contract for interment or disinterment will be responsible for the prepayment of all charges in connection with such service as set forth in Schedule "A" of this bylaw.
- 8.7 Any child of a deceased interred in a plot is deemed to have the authority to give permission for interment in that plot. The order of disposition set forth by the Act will be followed.
- 8.8 The Town accepts no responsibility for a burial site not prepared due to the late arrival of a concrete liner or vault.
- 8.9 All interments in the New Section within Blocks J, K and L require the installation of a concrete vault.
- 8.10 Funeral Directors must close the casket/coffin and fasten it securely before it is lowered into the ground.
- 8.11 No burial or funeral service will be permitted in the cemetery on a Sunday or Holiday except:
  - a) with special permission in writing to the CAO, which may only be granted in cases of special emergency, such as danger of contagion or infection, or in case of an epidemic, or by order of the Provincial Board of Health; or
  - b) circumstances which, in the opinion of the CAO, justifies an exception. An application for special permission herein must be made to the CAO not less than sixteen (16) regular working hours prior to the date of interment.
- 8.12 If a child or adult grave is required to be opened, a minimum accumulation of sixteen (16) regular working hours prior to the time set for the interment must be given.

- 8.13 For a Monday burial excluding a statutory or declared holiday, notice must be supplied by 12:00 Noon the Friday prior.
- 8.14 If, under extreme or adverse weather conditions, more time is required to prepare burial sites, the Town will notify the parties involved of the extra time required, and this extra time will remain in effect until further notice.
- 8.15 The CAO and/or Designate reserve the right to limit the number of burials within a working day, or assessing fees accordingly.
- 8.16 All burials are to be made within the confines of designed plots. There must be a minimum of twelve (12) inches of earth between remains buried in adjoining plots and a minimum of two (2) feet of earth covering a concrete outer box. Grave depth will be 1.5 metres.
- 8.17 For disinterment, the Town's responsibility will end at the point where the soil is sufficiently excavated to permit access to the body for removal by the attending Funeral Home.
- 8.18 Any disinterment of a casket burial or ashes burial where no permanent outer box was used will be double the disinterment fee as set forth in Schedule "A" of this bylaw.
- 8.19 The Town will not be responsible for the condition of remains or the container of the remains.
- 8.20 The old cemetery is closed to the sale of any remaining unsold burial sites. Only sites with presold burial rights shall be allowed to be used for burials of caskets or cremated remains.
- 8.21 In the new section of the cemetery, Blocks J, K and L, concrete vault installation is mandatory for burial of human remains.

#### **SECTION 9 MULTIPLE BURIALS IN PLOTS**

- 9.1 No more than one body will be buried in a single grave except a parent and an infant when both are in the same casket/coffin.
- 9.2 No cremation inurnments will be permitted in any traditional casket burial plot prior to any traditional casket burial.
- 9.3 A maximum of two (2) cremains will be permitted in any full-sized plot after a traditional casket burial is already in that plot. Any additional placement of cremains will be at the discretion of Council.
- 9.4 The placement of cremains in a plot must be as required by the Director of Infrastructure Services.
- 9.5 More than one (1) cremains in a single cremation plot will be permitted only when inurnment of multiple cremains is done in a single opening of a cremation plot.
- 9.6 Columbarium niches allow for placement of two (2) cremains.

#### **SECTION 10 MONUMENTS, MEMORIALS AND INSTALLATIONS**

- 10.1 All monuments being placed in the cemetery require an Application for Permit (Schedule "C") to be completed and approved before any work is permitted to commence.
- 10.2 All monuments and their placement in the cemetery shall be pre-approved by the Director of Infrastructure Services.
- 10.3 All memorial tablets, monuments and markers shall be placed on a concrete, granite, or marble foundation that is flush with the surrounding ground and set on a four (4) inch gravel base and must be a minimum of four (4) inches thick and be of a material suitable for the support of a monument.
- 10.4 The foundation must extend a minimum of three (3) inches above and below and six (6) inches on the sides of the monument.
- 10.5 The maximum width, left to right, of monuments, monument foundations and bases will be determined by the number of plots the monument is intended to service. At no time may the monument, including its foundation, exceed the combined total width of the plot(s).
- 10.6 The maximum depth of a monument (not including foundation) is 18 inches.
- 10.7 All monuments must be constructed of granite, marble, or bronze.
- 10.8 Flat metal monuments must be set in or on a suitable concrete, granite or marble foundation.

- 10.9 If a tablet, monument or marker protrudes from the foundation it must be of a minimum height of 3 inches above the foundation on all sides, which is flush to the ground.
- 10.10 Upright monuments must be on a granite, marble, or concrete base, on top of the foundation, and be of a thickness not greater than eight (8) inches and not less than four (4) inches.
- 10.11 Additional memorial markers may be installed on plots to identify the interment of cremated remains, provided the additional monuments are flush to the ground.
- 10.12 A bronze plaque must be purchased from the Town for installation on the Memorial Tree display structure. Upon completion of the Memorial Tree Application Form and, after payment of the appropriate fee is received, the plaque will be ordered and placed. The choice of tree and its placement will be dependent on availability, season and weather. The deceased person memorialized on a bronze plaque need not be interred in the Claresholm Cemetery. A record of the deceased will be kept if the purchasers wish to provide such information.
- 10.13 A bronze plaque purchased for placement on the Scattering Grounds Memorial Structure will be reported to the Town. When cremains have been scattered in the Scattering Grounds a copy of the death or cremation certificate are required and the burial/placement will be recorded in the cemetery record.
- 10.14 All costs of construction, erection and installation of any foundation, base, or monument must be borne by the person requiring the same, and any work in the Cemetery in connection therewith must be done by workmen approved by the Town. Before any such work is undertaken, an Application for Permit (Schedule "C") must be completed and approved by the Town.
- 10.15 All persons who purchase burial rights in lots or columbarium niches, or the rights for memorialization on a Town-owned monument in the cemetery will be responsible for compliance with this bylaw.
- 10.16 Inscription on the Columbarium will be permitted only on the granite slab provided for the niche. Inscription of the name, and date of birth and date of death will be for the maximum of two (2) deceased persons. All fees relating to the Columbarium will be in accordance with Schedule "A" of this bylaw.
- 10.17 No monument may be placed, altered or removed from any plot until the Application for Permit (Schedule "C") is submitted to and approved by the Town, along with any fee as set out in Schedule "A" of this bylaw.
- 10.18 An Application for Permit (Schedule "C") must be completed and approved by the Town to erect a monument and any fees as set forth in Schedule "A" to this Bylaw must be paid to the Town before the monument can be placed.
- 10.19 No monument may be placed over any plot except such as will meet the requirements of this bylaw and such placements may be made only after permission has been granted by the Town.
- 10.20 All earth, debris, litter, and rubbish arising or resulting from work done on any plot by or on behalf of the owner of the burial rights must be back filled, carefully cleaned up and removed from the cemetery by the said owner or his/her contractor or workmen.
- 10.21 All monument work is subject to review, inspection and approval of the Town.
- 10.22 All monuments must be installed facing onto the plot regardless of previous installations.
- 10.23 All foundations and monuments must be confined within the boundaries of the respective lots, and all monuments must be placed in a manner as to maintain a proper alignment consistent with monuments on adjacent lots.
- 10.24 Only one monument may be placed upon a single standard plot.
- 10.25 Only flat monuments may be placed upon cremation or urn plots.
- 10.26 Only one monument may be placed for each space of the rights for memorialization on Town-owned monuments and be made of materials described in this bylaw.
- 10.27 The purchaser or his/her designate of the burial rights is liable and responsible for damages resulting from theft, vandalism or damage howsoever caused to monuments erected upon a plot.
- 10.28 The Town accepts no responsibility for the maintenance of monuments due to normal wear or deterioration. Minor scraping of the base portion of upright monuments due to the turf mowing operation is considered normal wear.
- 10.29 No vases or solar lights will be allowed to be placed on the grass.

- 10.30 Restoration of the immediate work area and access points used by monument workers is the responsibility of the permit holder for the monument. Restoration must be completed to the satisfaction of the Town.
- 10.31 No tablet, monument, plaque, fence, coping, enclosure or structure will, except as provided, be removed by any person from any plot in the Cemetery without completion and approval by the Town as per Schedule "C".

## **SECTION 11 OPERATION AND MAINTENANCE**

### 11.1 Clearing of Debris:

All earth, debris, litter and rubbish arising or resulting from work done on any plot by or on behalf of the owner of the burial rights therein must forthwith be carefully cleaned up and removed from the Cemetery by the said owner or his/her contractor or workmen.

### 11.2 Dilapidated Graves:

The CAO or Designate will endeavor to contact Next-of-Kin of the deceased. The CAO or Designate will have the right to remove fences, coping and other encumbrances and structure, including flat monuments heretofore or hereafter erected which by reason of neglect or age have in his/her opinion become objectionable.

### 11.3 Flowers, Trees, Shrubs and Plant Material:

a) No trees, plants, shrubs, flowers or any other thing intended for growth will be planted, seeded, grown or maintained on any plot in the Cemetery unless permission for the same is first obtained from the Town, and the Town may remove or prevent the placing of any stand, holder, vase, or other receptacle for flowers or plants which is deemed to be unsuitable for such purpose or unsightly in appearance.

b) If any trees, shrubs or plants growing or situated on any plot become, in any way, detrimental to adjacent lots, walks or driveways, or prejudicial to the general appearance of the Cemetery or dangerous or inconvenient to the public, the Town will have the right to enter upon the said plot and remove said trees, shrubs or plants or such parts thereof as may be considered detrimental, dangerous, inconvenient or objectionable.

c) No person will injure any tree, shrub or plant growing in the Cemetery, or pick or destroy any flower growing therein, or write upon, mark, scratch or deface any amenity, monument, plaque, cross, fence, gate, building or structure within or around the Cemetery.

d) The Town will not accept responsibility for lost or damaged floral arrangements under any circumstances.

e) No person will place artificial flowers or potted plants on any plot in the Cemetery unless the flowers or plant are totally contained in a vase that is part of a permanent monument, and no part of the floral arrangement or potted plant is in contact with the grass. Arrangements or potted plants that are not totally contained in a permanent vase attached to a monument will be removed.

f) Flowers, funeral designs or floral pieces will be permitted on the grave the day of the burial for a period of five calendar days. The Town will have the authority to remove any funeral designs or floral pieces, which may become wilted, or any other article or thing after the expiration of five (5) days from date of service.

g) The CAO or Designate will have full authority for and will be responsible for maintaining order in the cemetery, and for removing from any plot, flowers, wreaths or funeral pieces or anything else that in his/her opinion makes the said plot untidy or unsightly, or interferes with maintenance.

h) Flowers, funeral designs or floral pieces may be placed only at the base of the Columbarium, unless placed in a vase on the Columbarium monument. Placements on the top of the Columbarium are prohibited.

i) No person will place or deposit a glass encased wreath or any stand, holder, vase, receptacle, jar, bottle or pot made of glass or other breakable material on any plot.

j) The Town reserves the right to plant all perennial flowers, shrubs and trees and to landscape or to carry out any improvements to the grounds.

k) No flowerbeds will be permitted on individual graves in the Cemetery.

l) Donations of plant material will be gratefully accepted. Placement is at the discretion of the Town.

m) The Cemetery has been designated as the location for a Memorial Tree Program. Individuals may purchase a memorial tree and have a plaque dedicated in honour or memory of a friend or loved one.

- 11.4 General:
- a) No fence, railing coping or any other enclosure structure of any kind other than a monument or plaque, which is in accordance with the provisions of this bylaw, will be erected or installed on any plot of the Cemetery.
  - b) No vault or similar structure may be erected, constructed or be placed in the Cemetery except such vaults as are totally buried and the highest point are at least 2 feet below the soil surface, and where the size is such as to fit grave excavations of a normal size in the Cemetery.
  - c) The Town will remove from the cemetery or from any plot therein any tablet, monument, plaque, cross, fence, railing, coping, other enclosure, structure, thing, tree, shrub, plant, growing thing, or any inanimate object, which is within the Cemetery or in, upon or around any plot, that may have been placed without proper authority or permission as prescribed or required by any of the provisions of this bylaw, without notice to any interested person.
  - d) No plot or grave will be raised above the level of the surrounding ground.
- 11.5 Special Sections:
- a) Council may designate special sections in the cemetery. The following areas are hereby designated by Council:
    - i) Old Cemetery
    - ii) New Cemetery
    - iii) Field of Honor
    - iv) Cremation Section
    - v) Cremation Columbarium
    - vi) Infant/Baby Section
    - vii) Scattering grounds.
  - b) Notwithstanding the above, interment of any remains to which the above categories apply will not be limited to the above designated sections.
- 11.6 Indigent and Unclaimed Bodies:  
 Indigent burials shall be subject to the rules governing such burials at the time of interment as established by Provincial Regulations.

## **SECTION 12 PUBLIC ACCESS**

- 12.1 Cemetery Hours:
- a) No persons other than an employee of the Town will enter or remain in the Cemetery between sunset of one day, and sunrise of the next day unless authorized by the Town of Claresholm.
  - b) The Cemetery will be open to the Public between the hours of sunrise or 8:00 am and sunset or 9:00 pm, whichever occurs first, every day of each year.
- 12.2 Animals:  
 No domestic animals will be brought into or permitted to be within the Cemetery except that pets may be carried in vehicles provided that they are not allowed out of the vehicle.
- 12.3 Firearms/Salutes:  
 Salutes involving the discharge of firearms will be permitted only for military funerals and provided that the Town is notified in advance. The Royal Canadian Mounted Police must approve the use of any ammunition.
- 12.4 Injury:  
 The Town will not be responsible for any injury resulting to any person who enters the cemetery.
- 12.5 Paths and Walkways:  
 All persons walking in the Cemetery will keep to the paths and walkways, and will not walk upon or across any plot except for maintenance operations.
- 12.6 Picnics and Parties:  
 No picnic or other parties or gatherings, except for funerals or some ceremony or observance permitted by the Town will be held or be allowed within the Cemetery and no person, without the permission of the Town will be or remain within the Cemetery during the hours of darkness in any day.

12.7 Vehicles:

- a) No vehicle, carriage or conveyance will travel within the said Cemetery at a greater speed than 15 kilometers per hour. Travel must be on driveways wide enough and intended for vehicular travel.
- b) The owner of any moving vehicle will be responsible for any damage done by such vehicle within the boundaries of the Cemetery.
- c) The Town may prohibit the driving of vehicles in any part of the cemetery.
- d) The Town may prohibit the driving of any vehicle in the cemetery when the roads are in an unfit condition.
- e) The Town may specify times and conditions under which motor vehicles may be in the Cemetery.

**SECTION 13 OFFENCES**

13.1 A person who:

- a) Willfully destroys, mutilates, defaces, injures or removes any monument, gravestone or other structure placed in the Cemetery, or any fence, railing or other work for protection or ornament of the Cemetery, or plot within the Cemetery, or
- b) Willfully destroys, cuts, breaks or injures any tree, shrub or plant in the Cemetery, or
- c) Plays at any game of sport in the Cemetery, or,
- d) Discharges firearms in the Cemetery, except at a military funeral, or,
- e) Willfully and unlawfully disturbs persons assembled for the purpose of burying a body in the Cemetery, or,
- f) Commits a nuisance in the Cemetery, is guilty of an offense as set forth in the Cemeteries Act.

**SECTION 14 FINES**

14.1 Any person violating any of the provisions of this bylaw or any other person responsible for such violation shall be liable to a penalty of:

- a) \$500.00 per offence,
- b) Where remediation is required to repair any damages caused by the offender, those charges will be added to the fine.

14.2 Where any Enforcement Officer believes that any person has committed a breach of this bylaw he/she may serve upon such person a notice.

14.3 Service of any such notice shall be sufficient if it is:

- a) personally served,
- b) served by mail, and is deemed to have been received on the fifth (5<sup>th</sup>) day following the date of its mailing,
- c) attached to the vehicle in respect of which the offense is alleged to have been committed.

**SECTION 15 PASSAGE OF BYLAW**

15.1 Bylaw #1545 and all amendments thereto are hereby repealed.

15.2 This Bylaw shall come into effect upon passage of Third Reading.

Read a first time in Council this      day of      2019 A.D.

Read a second time in Council this      day of      2019 A.D.

Read a third time in Council and finally passed in Council this      day of      2019 A.D.

\_\_\_\_\_  
Doug MacPherson, Mayor

\_\_\_\_\_  
Marian Carlson, CLGM - CAO

**BYLAW# 1650**

**SCHEDULE "A"**

<b>Burial Rights:</b>	
Burial plot & permit fee	500.00 + GST
Cremation plot & permit fee (one open & close)	200.00 + GST
<b>Columbarium:</b>	
Columbarium Niche	950.00 + GST
<b>Services:</b>	
Open & close for interment – April 1 to October 31	300.00 + GST
Open & Close for Interment – November 1 to March 31	450.00 + GST
Open & close for cremation (18" x 18" x 24" deep) Apr 1 to Oct 31	125.00 + GST
Open & close for cremation (18" x 18" x 24" deep) Nov 1 to Mar 31	275.00 + GST
Cremation Vault Burial	
Open & close for cremation (24"x 24" x 30" deep) Apr 1 to Oct 31	200.00 + GST
Cremation Vault Burial	
Open & close for cremation (24"x 24" x 30" deep) Nov 1 to Mar 31	350.00 + GST
Late funeral surcharge (after 3:00 p.m. arrival)	150.00 + GST
Weekend/holiday surcharge	200.00 + GST
Disinterment with permanent concrete vault	Double the Open & Close fees
Disinterment without permanent outer box surcharge	Double the disinterment fee
Perpetual Care per burial site	300.00 + GST
<ul style="list-style-type: none"> <li>Grave, Infant and Cremation sites that were purchased prior to April 23, 1990 shall be charged the appropriate perpetual care rate at the time the grave site is utilized.</li> </ul>	
Administration fee on cancellation	50.00

Schedule B - Cemetery Contract for services: attached

Schedule C - Application for Permit: Monument Installation or change of existing Monument



**Bylaw #1650 - Schedule B  
Town of Claresholm  
Cemetery Contract for Services and/or Pre-Need Purchase**

**Section A - Cemetery Location and Burial Information**

Funeral Home: \_\_\_\_\_ Date of Order \_\_\_\_\_  
 Date Order Received \_\_\_\_\_  
 Ordered By: \_\_\_\_\_ Date Order Confirmed: \_\_\_\_\_  
 Location: \_\_\_\_\_  
 Grave(s) Block Lot Plot Where

Type of Service: \_\_\_\_\_ Ashes Burial \_\_\_\_\_ Body Burial \_\_\_\_\_ Pre-Need \_\_\_\_\_ Transfer \_\_\_\_\_  
 \_\_\_\_\_ Veteran Burial \_\_\_\_\_ Service # \_\_\_\_\_ Spouse Y/N \_\_\_\_\_ Service # \_\_\_\_\_

Type of Plot: \_\_\_\_\_ New Purchase \_\_\_\_\_ Existing Site: \_\_\_\_\_  
 \_\_\_\_\_ Cremation \_\_\_\_\_ Columbarium \_\_\_\_\_ Memorial Wall \_\_\_\_\_  
 \_\_\_\_\_ Scattering Garden \_\_\_\_\_  
 Date of Burial: \_\_\_\_\_ Arrival Time: \_\_\_\_\_  
 Type of Outer Liner: \_\_\_\_\_ Supplier: \_\_\_\_\_  
 Previous Burials: \_\_\_\_\_  
 Remarks/Special Instructions: \_\_\_\_\_

**Section B - Deceased Information**

Mr., Mrs., Ms., Miss \_\_\_\_\_  
 \_\_\_\_\_ Surname \_\_\_\_\_ Given Name(s) \_\_\_\_\_  
 Last Address of Deceased: \_\_\_\_\_  
 \_\_\_\_\_ Box/Street \_\_\_\_\_ City/Town \_\_\_\_\_ Province/Country \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_ Date of Death \_\_\_\_\_  
 Place of Birth: \_\_\_\_\_ Male \_\_\_\_\_ Female \_\_\_\_\_  
 Remarks: \_\_\_\_\_

**Section C - Purchaser Details**

Mr., Mrs., Ms., Miss \_\_\_\_\_  
 \_\_\_\_\_ Surname \_\_\_\_\_ Given Name(s) \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_ Box/Street \_\_\_\_\_ Phone #(s) \_\_\_\_\_

The undersigned, as evidenced by his/her signature, hereby contracts with the Town of Claresholm for the provision of the above cemetery and agrees to pay all amounts specific in the contract and any further amounts payable pursuant to the Cemetery Bylaw, to the Town of Claresholm, service and is subject to all other provisions of the Cemetery Bylaw, as amended from time to time. The undersigned acknowledges and agrees to comply with the regulations governing the erection of monuments applicable to this location within the cemetery as set forth in the Cemetery Bylaw and agrees to assume all responsibility to maintain the monument or gives the Town the right to remove the same.

Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

**Bylaw 1650 - Schedule B (cont.)  
Town of Claresholm  
Cemetery Contract for Services and/or Pre-Need Purchase**

**Contact Person/Personal Representative of Titleholder:**

Relationship to Purchaser: \_\_\_\_\_

Relationship to Deceased: \_\_\_\_\_

Mr., Mrs., Ms., Miss

Surname

Given Name(s)

Address:

Box #/ Street

Phone #

City/Town

Province/Country

Postal Code

Name of Person Arranging Interment:

Address:

This is to certify that the undersigned, has the authority to inter the above named deceased in the above described cemetery plot and, further that the deceased has beneficial interest in the said plot, in addition the undersigned, as evidenced by his/her signature, hereby contracts with the Town of Claresholm for the provision of the above cemetery services and agrees to pay all amounts specified in this contract and any further amounts payable pursuant to the Cemetery Bylaw of the Town of Claresholm.

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Summary of Charges**

New Purchase	_____
Perpetual Care	_____
Open & Close for Interment	_____
Vault/Liner	_____
Change of Burial Rights	_____
Winter Surcharge	_____
Weekend/Holiday Surcharge	_____
After Hours Surcharge	_____
Disinterment Charges	_____
Transfer/Exchange Fee	_____
Sub-Total	_____
GST	_____
TOTAL	_____

**Method of Payment:**

Cash \_\_\_\_\_ Cheque \_\_\_\_\_ Debit \_\_\_\_\_

Bill To: \_\_\_\_\_

**For Office Use Only:**

Dig Sheet	_____
Plot Book	_____
Alphabetic	_____
Burial Cert	_____
Register	_____

\_\_\_\_\_  
**Date Payment Received**

\_\_\_\_\_  
**Signed - Town Representative**

**SCHEDULE "C" - APPLICATION FOR PERMIT  
MONUMENT INSTALLATION OR CHANGE OF EXISTING MONUMENT**

Ph: 403-625-3381  
Fax: 403-625-3869

TOWN OF CLARESHOLM  
221 - 45 Avenue W  
P.O. Box 1000  
CLARESHOLM, AB T0L 0T0

<b>DATE:</b>	
--------------	--

LOCATION		TYPE OF SERVICE	
<i>Block:</i>		<i>New Installation (specify: Single / Double)</i>	
<i>Lot:</i>		<i>New Installation on Columbarium</i>	
<i>Plot:</i>		<i>Permanent Removal</i>	
<i>Number of Graves:</i>		<i>Removal for Alteration / Repair</i>	
		<i>On Site Alteration / Repair</i>	

Name of Deceased: \_\_\_\_\_ Date of Death: \_\_\_\_\_

Name of Interment Rights Holders: \_\_\_\_\_

MONUMENT TYPE	SIZE (inches)	LENGTH	WIDTH	HEIGHT
<i>Flat</i>		Monument Foundation		
<i>Pillow</i>				
<i>Upright</i>				
<i>(old section only)</i>				

*The Cemetery Bylaw requires the owner of this monument to provide a signed statement showing the owner assumes responsibility to maintain the monument, or gives the Town of Claresholm the right to remove the monument should it fall into a state of disrepair. I am aware of my responsibility as the owner of the above monument.*

\_\_\_\_\_

MONUMENT PURCHASER	
<b>Purchaser Name:</b>	<b>Home Phone:</b>
<b>Address:</b>	<b>Business Phone:</b>
	<b>Date:</b>
<b>Signature of Purchaser: (or Monument Mason)</b>	<b>Date Work Done:</b>
<b>Monument Company Name:</b>	
<b>Monument Company Address:</b>	
_____	
_____	

**Director of Infrastructure Services**

Grave will be marked within 5 working days from receipt of this completed application permit.  
(Return to this office by fax, mail or during office hours in person.)

<b>Date Returned:</b>
-----------------------



# REQUEST FOR DECISION

Meeting: March 11, 2019  
Agenda Item: 2

---

## WATER & SEWER UTILITY BYLAW – BYLAW 1659

---

### **DESCRIPTION / BACKGROUND:**

Bylaw 1659 – Water and Sewer Utility Bylaw – was presented for and passed first reading on February 11, 2019. On February 28<sup>th</sup> Council held an open house where a presentation was given on this proposed utility bylaw focusing primarily on the proposed new rate structure and rates that are included in this bylaw as well as the current state of our infrastructure deficit and future of grant funding to cover future infrastructure replacement needs.

Feedback and questions presented at the open house were, in general, understanding and positive.

### **PROPOSED AMENDMENT:**

During preparation for the open house administration undertook further review of the proposed bylaw and noted some wording error in Schedule “D”. With relation to sewage usage charges it was noted that in one instance “Water Consumption” was used instead of “Sewer Usage” and in four other instances “Consumption” vs “Usage” was used in relation to sewer use.

### **RECOMMENDATION:**

Administration recommends that a motion be made to amend the wording of Schedule D of Bylaw 1659 be amended as attached, replacing “water” and “consumption” in relation to sewer rates to “sewer” and “usage” respectively. Administration then presents the Bylaw for 2<sup>nd</sup> and 3<sup>rd</sup> reading.

### **PROPOSED RESOLUTIONS:**

Moved by Councillor \_\_\_\_\_ to amend the wording of Schedule D of Bylaw #1659 – “Water & Sewer Utility Bylaw” as presented, namely correcting reference to sewer usage in relation to sewer rates instead of water or sewer consumption.

Moved by Councillor \_\_\_\_\_ to give Bylaw #1659 – “Water & Sewer Utility Bylaw” 2<sup>nd</sup> Reading.

Moved by Councillor \_\_\_\_\_ to give Bylaw #1659 – “Water & Sewer Utility Bylaw” 3<sup>rd</sup> and Final Reading.

### **ATTACHMENTS:**

- 1.) Draft Bylaw #1659 – Water & Sewer Utility Bylaw

### **APPLICABLE LEGISLATION:**

- Municipal Government Act RSA 2000, Chapter M-26

PREPARED BY: Blair Bullock, CPA, CA – Director of Corporate Services

---

APPROVED BY: Marian Carlson, CLGM - CAO

DATE: March 6, 2019

---



**TOWN OF CLARESHOLM  
PROVINCE OF ALBERTA  
BYLAW #1659**

A Bylaw of the Town of Claresholm, in the Province of Alberta, respecting water-works, sewers and plumbing in the Town of Claresholm.

**WHEREAS** the Municipal Government Act, Chapter M-26 and amendments hereto, authorizes a Municipal Council to pass Bylaws pertaining to public utilities;

**NOW THEREFORE** the Council of the Town of Claresholm in the Province of Alberta duly assembled enacts as follows:

**SECTION 1                    NAME OF BYLAW**

- 1.1        This Bylaw may be cited as "Water and Sewer Utility Bylaw"

**SECTION 2                    DEFINITIONS**

- 2.1        In this bylaw:
- a) "Application" is the application made by the consumer to the Town for the supply of utility services.
  - b) "Authorized Person" is any person employed by the Town.
  - c) "CSA" means Canadian Standards Association.
  - d) "Chief Administrative Officer" is the person appointed by Council in accordance with Section 205 of the Municipal Government Act, and is referred to throughout this Bylaw as "CAO".
  - e) "Consumer" is any person who has entered into a contract with the Town of Claresholm for utility services, or who is the owner or occupant of any property connected to or provided with a utility.
  - f) "Council" is the Council of the Town of Claresholm elected pursuant to the provisions of the Municipal Government Act.
  - g) "Curb Stop" is the device on a Water Service Line used to interrupt or discontinue the supply of water.
  - h) "Department" is the department of the Town of Claresholm authorized by Council to have control of water and sewer works.
  - i) "Enforcement Officer" shall mean a Community Peace Officer, Bylaw Enforcement Officer, RCMP Officer or an inspector appointed by and employed by the Town with respect to the enforcement of bylaws of the Town of Claresholm.
  - j) "Director of Infrastructure" is the person with authority to supervise and have charge of the Water and Sewer Department, subject to the powers delegated to him by the CAO.
  - k) "Meter" is a mechanical and/or electronic device used to measure the amount of water consumed on the premises upon which such meters are situated.
  - l) "Property Owner" is the assessed owner of the property or building, and is referred to throughout this Bylaw as "Owner".
  - m) "Non-Residential Consumer" is any property owner who uses a utility service connected to a building used exclusively for commercial purposes and will include, without limiting the generality of the foregoing, lodges, schools, halls and apartments or residential units beyond a duplex or semi-detached dwelling.
  - n) "Plumbing Inspector" is any person with the authority to supervise and inspect work requiring a permit under the Provincial Safety Codes Act and regulations thereto.
  - o) "Privy Vault" is that portion of building used for the purposes of holding human feces and urine that is otherwise not connected to a plumbing system.
  - p) "Property" is land or buildings or both.
  - q) "Residential Consumer" is any property owner who uses a utility service connected to a building used exclusively for residential purposes and will

- include, without limiting the generality of the foregoing, churches and a residence within a duplex or semi-detached dwelling.
- r) “Sanitary Sewer” is the provision of wastewater collection and disposal from Residential Consumers and Non-Residential Consumers.
  - s) “Sewer Service Line” is that portion of the sewer line from the collecting street mains to the property line of the land or building being serviced.
  - t) “Shut off” is an interruption in or discontinuation of the supply of water.
  - u) “Street Main” is that portion of the water and/or sewer system laid down in Town owned land for the purpose of servicing more than one property.
  - v) “Storm Sewer” is storm, surface drainage, and groundwater only.
  - w) “Tenant” means a person who is entitled to use or occupy premises under the rental agreement.
  - x) “Town” is the Town of Claresholm in the Province of Alberta.
  - y) “Utility” is and includes, as the context may require, the supply of water and/or the provision of wastewater and storm water collection and disposal.
  - z) “Violation Ticket” is a ticket issued pursuant to Part 2 of the Provincial Offenses and Procedures Act, R.S.A. 2000 c, P-34, as amended and Regulations thereunder.
  - aa) “Water Service” is the provision of water by the Town to Residential and Non-Residential Consumers.
  - bb) “Water Service Line” is that portion of the water line from the distributing street mains to the property line of the land or building being serviced.
  - cc) “Waterworks” is all public water treatment systems, street mains and service lines within the Town of Claresholm.

### **SECTION 3 ADMINISTRATION**

- 3.1 The use and control of all public waterworks, public water treatment systems, public sanitary sewers, public storm sewers, and of any sewage disposal works connected therewith, must be in accordance with this bylaw.
- 3.2 All waterworks, sanitary sewers, storm sewers, drains and sewage disposal works, belonging to the Town now laid down, constructed or built, or hereinafter laid down, constructed or built, will be under the direct control of the Town.
- 3.3 The CAO is hereby delegated to carry out the provisions of the Waterworks and Sewer Bylaw.

### **SECTION 4 WATERWORKS SERVICE AND SERVICING**

- 4.1 No person, without first having obtained written permission from the Town, will make connection with any of the water service lines or street mains. This pertains to new construction only. (*Penalty per Schedule “C”*).
- 4.2 No person will be authorized pursuant to Section 4.1, except licensed plumbers and contractors (with the Town’s permission) or authorized employees of the Town.
- 4.3 The person so authorized, in Section 4.1 above, is fully liable for any damage caused while making such connection and will also provide adequate safety provisions during the connection.
- 4.4 Any owner who requires water for construction or other similar purposes will apply for water service by written application to the Town for a development permit. Application for water will be accompanied by a service charge plus a fee, in accordance with Schedule “A” attached hereto. In special circumstances, where the provisions of the Bylaw do not appear equitable to Council, Council, by resolution may alter the water usage fee, as it sees fit, for each particular situation.
- 4.5 All water service lines, laid down in private property, between the property line and the meter, will be constructed of C.S.A. approved material of equal quality to, and compatible with, the service lines in the street between the street main and the property line.
- 4.6 Any new service must comply with the Town of Claresholm Servicing Standards for Municipal Improvements.
- 4.7 Water service lines are to be carried a minimum of three feet under the building before the service is elevated.
- 4.8 No connection may be made to the water service line between the property line and the meter. (*Penalty per Schedule “C”*).
- 4.9 Each property will have only one water service line from the main. A duplex, row

house style of condominiums or semi-detached dwelling requiring a connection to the Town water supply must have a separate service to each unit from the street line, controlled by a separate curb stop and metered by separate water meters.

- 4.10 After any construction, reconstruction, alteration, change, or the completion of any work requiring permission from the Town, pursuant to this Bylaw, water will not be turned on to any property until after the whole of any of the above-mentioned work has been done to the satisfaction of the Department. Water must be turned on or off only by an authorized employee of the Town. To turn water on or off requires a minimum of two working days' notice to the Public Works Department, by the property owner, except in emergency situations, as determined by the Public Works Department. The cost of this service will be in accordance with Schedule "A" attached hereto.
- 4.11 In all cases where boilers or pressure pumps are supplied with water, the Town is not liable for any damages which may result to any person or property from shutting off the street main or device, or from failure of the water supply, for any purpose or cause whatsoever, even where no notice is given. All users of steam or hot water boilers or pressure pumps must protect themselves by installing a storage tank, sufficient to provide at least a twelve-hour supply for each steam or hot water boiler. No deduction from a utility bill will be made as a consequence of any damages referred to in this paragraph.
- 4.12 The Town must be provided access to inspect water meters and connections upon written request, and within twenty-four (24) hours of receipt of the request or immediately in the case of an emergency.
- 4.13 To maintain an adequate supply of water and adequate water pressure within the Town of Claresholm, the Council may impose restrictions on the use of water.
- 4.14 If an owner requests a new water service due to the fact the property was not previously serviced or requests a new or larger size service than the standard service line, the Town will provide the installation and the owner will be billed for the full cost of the installation including any pavement and sidewalk repairs required.
- 4.15 A property shall be considered serviced once it has been connected to the water system. Any further installations necessary due to demolition, excavation, renovations or other works shall be paid entirely by the owner.
- 4.16 No connection to the water supply will be allowed for properties outside of the Town limits unless authorized by the Town of Claresholm and the Municipal District of Willow Creek #26 (MD) water/sewer servicing agreement.
- 4.17 When a service pipe becomes inadequate to supply the volume of water required at any building or premises and the owner of the property desires a larger service pipe, the said owner of the property shall sign an application form to that effect. Upon payment by the owner of the full cost involved in laying the larger size pipe, public works shall proceed with the work from the main to the property line.
- 4.18 The Town shall be responsible for the maintenance of the water mains and the connection from the main line to the property owner's side of the curb stop on the service line.
- 4.19 Where the connecting, disconnecting or repairing of the water service line between the property line and the building serviced is done by a person other than the Town, that person shall notify the Director of Infrastructure or designate who shall cause the line installation to be inspected and approved. The water service shall be left uncovered until it has been inspected and approved.
- 4.20 The Town will place on each water service pipe a brass curb stop, between the street gutter and the property line, for the purpose of turning the water supply off and on.

## **SECTION 5 WATER METERS**

- 5.1 Any owner requiring a water supply from the waterworks will be required to install a water meter that will be supplied by the Town. The owner is responsible for the total cost of any upsized meter. The owner is required to install or change any and all plumbing required for installation of the required meter.
- 5.2 On an existing single water service line to a property there will be only one water meter registering water consumption of all units within the building.
- 5.3 The owner referred to in Section 5.1 above, must do such work entirely at his or her own cost and to the specifications required by the Town within thirty (30) working days of receipt of notice. In the event that the owner fails to implement

- the required changes within 30 days, the Town may conduct such work as necessary and invoice all applicable costs to the owner.
- 5.4 All owners will give entry and access to every facility for the introduction, placing, inspection and reading of water meters by the Department. For the purpose of conducting water use surveys, or sampling, leakage flows and pressure tests, or reading water meters, or installing, inspecting, repairing, replacing and removing water meters, backflow prevention devices and related equipment upon any water service connection within or without any house or building as may be required, employees of the Town employed for that purpose, shall have free access at reasonable hours of the day and upon reasonable notice given and request made, or in case of written authority of the CAO given in respect of a special case, without notice, to all parts of every building or other premises in which water is delivered and consumed.
  - 5.5 All owners will protect the meter from interference or injury by frost or otherwise, and are liable for any damage which may occur to the meter. An owner is responsible for the safekeeping of the water meter and any remote reading devices that may be installed with the water meter on the owner's property. Any owners shall protect the water meter and connecting valves and pipes from freezing, excessive heat, overheating of water, external and internal damage of any kind or any other thing which may affect the operation or reading of the water meter and shall pay the cost of repairing or replacing any water meter facilities supplied by the Town that may be damaged from the foregoing cause or any other causes within the owner's control.
  - 5.6 The Town will replace any meter that stops working due to normal wear and tear at no cost to the owner.
  - 5.7 Any person permitting any meter to be damaged by frost or otherwise will be liable for all costs incurred in the repair of the meter in accordance with Schedule "A", attached hereto.
  - 5.8 No person will interfere with, cut or remove the wire seal on a meter. (***Penalty per Schedule "C"***).
  - 5.9 No person will disconnect a meter or do anything which will bypass, or prevent, or impede, the flow of water through the meter, or which may affect the proper operation of the water meter.
  - 5.10 Ownership of all water meters is vested in the Town of Claresholm.
  - 5.11 An owner who claims a meter is not working properly, will deposit with the Town an amount in accordance with Schedule "A", attached hereto. The meter will then be removed from service by the Town and calibrated.
  - 5.12 Should the meter be found to over read the owner will be refunded his/her deposit. Any meter which is found to be calibrated within acceptable limits will be considered adequate, and the owner will:
    - a) forfeit the deposit to the Town; and
    - b) pay all other costs of removal, shipment and testing of the meter.
  - 5.13 Should the meter be found to over read or under read, the water, and sewer where applicable, charged for the preceding two (2) meter reading periods will be adjusted by the same percentage as the meter was found to be in error, providing however, that no rate will be less than the minimum rate normally charged.
  - 5.14 All new water service connections require a water meter be installed inside the building.
  - 5.15 All water service connections shall be provided with a water shut off valve placed inside the outer wall of the premises and on the inlet side of the water meter to enable a consumer to shut off the supply of water in case of any emergency, or for the protection of the building, pipes, or fixtures, or to prevent flooding of the premises or in the event the premises are permanently or temporarily vacated. The water shut off valve shall be maintained in good mechanical condition by the owner and easily accessible at all times to ensure that it is operable in case of emergency.
  - 5.16 The maintenance of the waterline from the curb stop to the water meter remains the responsibility of the owner.
  - 5.17 The owner shall make provision and install the water meter. If an inspection indicates the installation has not been carried out properly, the owner shall correct or modify the installation at their expense in order to comply. If the owner does not make the installation in the manner approved by the Town, the Town shall have the right to refuse to supply water to the premises, and such installation shall be at the owner's sole responsibility and expense. The Town shall accept no responsibility for such installation and the approval by the Town shall not be an acceptance of responsibility. The Town may in sole judgment, require the owner to indemnify the



- Town prior to installation.
- 5.18 Water lines that are covered over shall be exposed for meter installation and maintenance by the owner of the property and at the property owner's cost. No person shall relocate, alter or change any existing water meter piping without the written approval of the Town. The owner or his authorized agent may submit plans and specifications for any proposed relocation of water meter piping and, if approved by the Town, the owner shall pay the entire cost, including any costs incurred by the Town, in making such relocation, alteration or change.
  - 5.19 No low pressure systems are allowed to be attached to the water piping system in a property. If a system which changes the pressure of the water flow is detected, the removal of such system will be at the expense of the owner and a fine may be levied if warranted by the Director of Infrastructure per Schedule "C".
  - 5.20 A consumer shall notify the Town immediately whenever a water meter is not operating or if any part of it becomes damaged or broken.
  - 5.21 If a water meter or remote readout is removed or stolen, the owner of the premises shall pay the cost of replacing the water meter or remote readout including installation. If not paid, the cost may be added to the taxes levied on the property and collected in the same manner as municipal taxes.
  - 5.22 The water control valve or curb stop is to be activated ONLY by employees or individuals authorized by the Town of Claresholm.
  - 5.23 No intermediate lines are to be attached to the waterline before the water meter. Any intermediate lines found to be attached will be disconnected by the Town at the cost of the owner and the owner will bear the cost of having this line attached properly after the water meter. (ie. sprinkler systems attached to the main water line before the line enters the house).
  - 5.24 In the case of a building demolition, when the owner obtains a demolition permit, Town staff will be allowed to enter the premises and remove the water meter and remote readout before the demolition commences. There will be no cost to the owner for this, but if the owner demolishes a building and the Town has not been allowed to remove the water meter and remote readout devices, then a fine will be levied on the owner in an amount not to exceed the cost of the water meter and readout devices.

## **SECTION 6 REMOTE READING DEVICES**

- 6.1 All residential, commercial, industrial and institutional buildings constructed will require a remote reading device supplied by the Town. The location and installation of new construction radio transmitters will be performed by Town employees after the meter has been installed to the Town's specifications. The property owner is to advise the Town when the water meter is installed and is ready for connection to the remote. The cost of this service, "Remote Reader Installation Fee" will be in accordance with Schedule "A" attached hereto. Town employees will also turn on the water at this time.
- 6.2 The owner will be responsible for damage to the remote reading device, which may result from other than normal wear and tear.
- 6.3 If the Town is dissatisfied with the location of any remote readout due to alternations to the building, the Town may require that the remote readout be relocated to a more suitable or convenient location. All costs associated with relocating the remote readout including Town costs shall be paid by the owner.

## **SECTION 7 WATER HYDRANTS AND VALVES**

- 7.1. Except as hereinafter provided, no persons other than those authorized by the Town will open or close or operate or interfere with any valve, hydrant or fire plug, or draw water there from. (*Penalty per Schedule "C"*).
- 7.2 The Chief of the Town Fire Department, his assistants and officers, and members of the Fire Department, are authorized to use the hydrants or fire plugs for the purpose of extinguishing fires, for making trial testing of hose pipe, or for fire protection, but all such uses will be under the direction and supervision of the Chief or his duly authorized assistants. In no event will any inexperienced or incompetent persons be permitted to manipulate or control in any way any hydrant

- or plug.
- 7.3 No person will in any manner obstruct the free access to any hydrant or valve or curb stop. (*Penalty per Schedule "C"*).
- 7.4 No vehicle, building, rubbish, or any matter which may cause obstruction, referred to in Section 7.3 above, will be placed nearer to a hydrant than the property line of the street in which the hydrant is located, nor within 4.57 meters (15 feet) of the hydrant in a direction parallel with the property line. (*Penalty per Schedule "C"*).
- 7.5 No person will interfere with, damage or make inaccessible any curb stop due to the construction of sidewalks, pathways, driveways, or any similar construction. The owner will be required to pay all costs, in addition to the penalties in this Bylaw, involved in repair of or changes to a curb stop due to inaccessibility to or damage to the curb stop by the owner. This applies to all new or existing curb stops or main valves. (*Penalty per Schedule "C"*).
- 7.6 No person other than authorized Town staff are to operate curb stops. Certified Licensed Plumbers with water keys are to operate curb stops only under emergency situations, and are to notify Town staff of said action immediately. (*Penalty per Schedule "C"*).

## **SECTION 8 THAWING OF WATER SERVICE**

- 8.1 The cost of thawing a frozen water service will be paid as follows:
- a) By the Consumer, if the water service between the property line and the building is frozen, as determined by the Director of Infrastructure;
  - b) By the Consumer if the water service is frozen between the street main and the property line as a result of the negligence of the Consumer, as determined by the Director of Infrastructure;
  - c) By the Town if the water service between the street main and the property line is frozen for any other reason, as determined by the Director of Infrastructure.
- 8.2 If the Director of Infrastructure is of the opinion that the water service between the property line and the building has frozen without any negligence on the part of the Consumer, or any other person for whose negligence the consumer is responsible, the Director of Infrastructure may waive the cost of one thawing during any one season which will be deemed to run from November 15<sup>th</sup> to May 15<sup>th</sup>.
- 8.3 The Town will not thaw a water service, pursuant to Section 8.1.1 and 8.1.2, unless the consumer signs an acknowledgment recognizing that thawing may be inherently dangerous or harmful to property including the water service or plumbing system and may cause damage to the electrical system or may cause the outbreak of fire and waives any claim against the Town for any such damage whatsoever except damage caused by the negligence of the Town.

## **SECTION 9 TERMINATION**

- 9.1 The water service, pursuant to this Bylaw, may be shut off by the Department at the curb stop at the request of the owner.
- 9.2 The supply of water to any Residential and Non-Residential Consumer may be shut off for any or all of the following reasons:
- a) Repair;
  - b) Lack of water supply;
  - c) Non-payment of utility accounts rendered for any reason, in excess of 60 days in arrears;
  - d) Defective piping;
  - e) Failure to comply with water rationing; and
  - f) For any reason which the CAO, Director of Infrastructure or Council considers sufficient.
- 9.3 The rates charged by the Town for work undertaken pursuant to Sections 9.1 and 9.2 will be in accordance with Schedule "A", attached hereto. These rates will also apply when the owner requests and the Town agrees that the water service be reconnected.

## SECTION 10

## WELLS AND OTHER SOURCES OF WATER SUPPLY

- 10.1 The Town of Claresholm will permit a well or other source of water, for outside watering purposes only, with proof of License from Alberta Environment. Such application will be accompanied by the payment of a fee in accordance with Schedule "A", attached hereto. This water source will not, in any way, be connected to the water distribution system provided by the Town.
- 10.2 Any such permission as referred to in Section 10.1 above, may be withdrawn by order of the Town at any time without notice. No person will use a well or other source of water supply after permission for use of it has been withdrawn.
- 10.3 If the use of any such well or other source of supply of water is continued contrary to the provisions of this Bylaw forty-eight (48) hours after notice to discontinue this use of same has been given by the CAO or her/his representative, to the owner or occupier of the premises on which it is situated, such well or other source of supply of water may be declared to be a nuisance and dangerous to the public health or safety, and will be removed, filled up or otherwise abated. All costs related to such removal or abatement will be the responsibility of the owner.
- 10.4 No permission granted under this Section will give or be construed to give the holder of such permission the right to sell or distribute water within the Town of Claresholm.
- 10.5 Requests for cisterns or holding tanks will be considered on an individual basis upon written application to the Town.

## SECTION 11

## SANITARY SEWER SERVICE AND SERVICING

- 11.1 No person will throw, deposit or leave in or upon any Town sewer grate, trap, basin, manhole or other riser, or any other related surface opening, any material whatsoever, except feces, urine, necessary toilet tissue, wastewater and slops, properly discharged through a house sewer into a Town sewer. (*Penalty per Schedule "C"*).
- 11.2 No person, without first having obtained applicable provincial permits as well as permission from the Town, will make connection with any of the public sewer lines or mains. The person so authorized will be fully liable for any damage caused while making such connection and will also provide adequate safety provisions during the connection. *Penalty per Schedule "C"*.
- 11.3 All sewer service lines, laid down in private property, between the property line and the buildings being serviced, will be constructed of Town approved material of equal or better quality to the sewer service line in the street between the street main and the property line.
- 11.4 Any new service must comply with the Town of Claresholm Servicing Standards for Municipal Improvements 11.5 Connection of a sewer service line will commence at the street main, working from there towards the building, thereby ensuring proper grade level.
- 11.6 Sewer service lines are to be carried to a minimum distance under the building, as per the Town of Claresholm Servicing Standards for Municipal Improvements, before the service is elevated.
- 11.7 Each property will have only one sewer service line from the main. A duplex or semi-detached dwelling requiring a connection to the Town sanitary sewer service must have a separate sewer service line to each unit from the street main.
- 11.8 No person will permit to be discharged into any sewer any liquid or substance which would prejudicially affect the sewers or impede the carriage of permitted wastes, nor introduce any substance whatsoever which is not approved as acceptable for treatment in the Town Sewage Lagoons, including without limiting the generality of the foregoing: (*Penalty per Schedule "C"*).
  - a) trade waste,
  - b) water steam,
  - c) condensing water,
  - d) heated water, or
  - e) other liquids of a higher temperature than eighty (80) degrees Celsius, or
  - f) grease or fat
  - g) wet wipes
  - h) hygiene products
  - i) any combinations of the above.

- 11.9 No person will make or cause to be made any connection with any Town sewer or house drain, or appurtenance thereof for the purpose of conveying or which may convey, into the same, any flammable or explosive material, storm water from roof drainage cistern, sump pump or tank overflow, condensing or cooling water, except where the person has been given written instructions to do so from the Town based on the Town's Servicing Standards for Municipal Improvements.
- 11.10 No person will discharge the contents of any privy vault, manure pit or cesspool, directly or indirectly, into any Town sewer or house drain connected, therewith. ***(Penalty per Schedule "C")***.
- 11.11 No person, except duly authorized employees of the Town, will turn, lift, remove, raise or tamper with the cover of any manhole, ventilator or other appurtenance of any Town sewer. ***(Penalty per Schedule "C")***.
- 11.12 No person, except duly authorized employees of the Town, will cut, break, pierce, or tap any Town sewer or appurtenance thereof, or introduce any pipe, conduit or tube, through or into any Town sewer. ***(Penalty per Schedule "C")***.
- 11.13 No person will interfere with the free discharge of any Town sewer, or part thereof, or do any act or thing, which may impede, obstruct the flow of or clog up any Town sewer or appurtenance thereof.
- 11.14 The Director of Infrastructure or Plumbing Inspector has the right at reasonable times to enter houses or other places which have been connected with Town sewers, and entrance must be given him to ascertain whether or not any improper substance or liquid is being discharged into the sewers. The Director of Infrastructure or Plumbing Inspector has the power to stop or prevent from discharging into the sewer system any private sewer or drain through which substances are discharged that are liable to injure the sewers or obstruct the flow of sewage.
- 11.15 No waste or discharge resulting from any trade, industrial or manufacturing process will be directly discharged to any Town sewer without such previous treatment as will be prescribed by the Town or applicable legislation and regulations thereto for each such case. The necessary treatment works so prescribed will be completely installed by the owner at his expense, prior to the construction of the sewer connection and thereafter will be continuously maintained and operated by the owner.
- 11.16 Grease traps of sufficient size and approved design must be placed on the waste pipes from all hotels, restaurants, laundries and such other places as the Town, may direct.
- 11.17 Where it is deemed expedient to prevent or reduce the flooding of basements or cellars connected to the municipal sewage system, the Town may require the owner to install and operate a suitable backwater valve or other mechanical device for the purpose of cutting off or controlling the connection between the sewage system and the cellar or basement. Where the installation of said valve is required at the time of connection to the Town sewer system, the cost of installation is the responsibility of the owner.
- 11.18 All applications for connections to the Town sewers must be made in writing. The application must be filed in the Town office and must be signed by the owner of the property to be drained, or by his authorized agent. No drain or private sewer will be connected to the Town sewer until the owner has obtained a plumbing permit. Connection must be as per current Town standards.
- 11.19 The Town or any of its employees will not be liable for any damage whatsoever in nature caused either directly or indirectly by such sewer connection. The owner will be responsible for backfill, surface replacement, safety, and, without limiting the generality of the foregoing, matters of like nature.
- 11.20 The Town may revoke or cancel permission that may have been granted to connect with the Town sewers if it finds that any of the work is not being done in accordance with the provisions of this Bylaw. The owner making such connection, will have no right to demand or claim any damages in consequence of such permission being revoked or canceled.
- 11.21 The Town will clean a plugged sewer service line, if possible, in the case of an emergency or when the request is on the recommendation of a Certified Licensed Plumber. Should the Town be requested to clean any plugged sewer service line, the owner making such request is liable for all costs incurred by the Town in cleaning the plugged sewer. The rates for this service will be charged by the Town in accordance with Schedule "B", attached hereto.
- a) Should any owner claim that any sewer service line between the street main and the property line is plugged because it is not laid according to good practice, the said owner will deposit with the Town an amount in

- accordance with Schedule “B” attached hereto.
- b) Should the sewer service line between the street main and the property line be found properly laid according to good work practices, the owner will forfeit the deposit. The owner is liable for all costs incurred by the Town in opening the sewer service line. The Director of Infrastructure is then authorized to open the sewer service line by any method he considers necessary.
  - c) Should the sewer service line between the street main and the property line be found not properly laid according to good work practices, the deposit will be refunded to the owner. The Town will then repair the sewer service line at no cost to the owner.
  - d) Owners requesting that the Town camera their sanitary sewer service line, will deposit with the Town an amount in accordance with Schedule “A”, attached hereto. The owner is liable for all costs incurred by the Town in the use of the camera, and if necessary, costs incurred by the Town in clearing of the sewer line. If it is determined with the use of the camera that the sanitary sewer service line is damaged, the property owner is responsible for the repair of this sanitary sewer line to the property line from the premises on the property.
- 11.22 The owner of any premises connected to a street main by a sewer service line, will be required to keep the said sewer service line, from the premises to the main, in operational condition at all times, and is fully responsible for the operation of the said sewer service line.
- 11.23 No septic systems are allowed in corporate limits, except in designated areas.
- 11.24 Septic systems that are allowed must adhere to provincial standards. The premises owner must have a private sewage disposal permit. Septic systems will only be considered if NO municipal sewer is available.

## **SECTION 12                      STORM SEWER SERVICE**

- 12.1 No person will discharge or cause to be discharged any storm water or natural water to any sewer except a storm sewer or to a natural outlet approved by the Town. (*Penalty per Schedule “C”*).
- 12.2 Weeping tile must be installed below all basement footings and must drain to an approved sump as per CSA standards and Alberta Safety Codes or to the municipal storm sewer system.
- 12.3 Sumps must be installed as per CSA standards and Alberta Safety Codes and are not to be connected into the Town’s sanitary sewer system.
- 12.4 Discharge from the sump pump may be through a garden hose to a surface sprinkler for the summer months. Discharge to a “dry pit” during late fall and winter may be done using a buried line controlled by a two-way valve.
- 12.5 Down spouts must be installed on all buildings and discharged a minimum of 1.81 meters (6.0 feet) away from the building.
- 12.6. No roof drains will be connected to weeping tiles or municipal storm sewer or sanitary sewer systems. At the time the Director of Infrastructure determines a property has a connection of this type, the property owner will be notified they are in violation of the bylaw and that the matter must be rectified within a specified timeline or the penalties set out in Schedule “C” will be levied.

## **SECTION 13                      UTILITY BILLING**

- 13.1 Residential water and sewer utility accounts will be issued bimonthly as follows: February, April, June, August, October and December. Commercial water and sewer utility accounts will be issued monthly.
- 13.2 Every person, firm or corporation being the owner of property which is served directly or indirectly by a connection with the waterworks and/or the sewer system of the said Town of Claresholm, will pay monthly or bimonthly to the said Town, the regular rates set out in Schedules “A”, “B” & “D”, attached hereto.
- 13.3 The monthly or bimonthly Utility bill will be addressed to the name of the property owner, as per Land Titles notification.
- 13.4 Any owner desiring to have a copy of the Town utility billing forwarded to a tenant at the tenant’s mailing address may direct the Town to do so by making application at the Town Office on the printed forms furnished by the Town. The application must be signed by both the property owner and the tenant. The property owner is

- ultimately responsible for any outstanding charges, arrears and penalties from utility billings.
- 13.5 Reading of water meters will be on or between the twenty-fourth and twenty-seventh day of the month in each billing period.
  - 13.6 Payments can be made via cash, cheque, money order, or debit at the Town Office, paid through a financial institution, or via preauthorized debit. Any bank charges are the responsibility of the Consumer.
  - 13.7 When the water service has been shut off and is inactive, the basic water, sewer, garbage and recycling rates will continue to apply.
  - 13.8 The CAO will have the right to determine whether a service will be classified Residential or Non-Residential.
  - 13.9 The owner is responsible to ensure the payment is received in the Town's bank account by the due date. Owners must consider the bank's timing to process a payment. If a payment is received after the due date the responsibility for the late payment fee falls to the owner. Allowances for bank processing time of electronic funds transfer (EFT) are the responsibility of the property owner.

#### **SECTION 14 OFFENSES AND PENALTIES**

- 14.1 Unpaid utility bills for amounts payable to the Town under this bylaw will be subject to penalties in accordance with the current Utilities Penalties Bylaw, and amendments thereto.
- 14.2 Any rates, costs or charges in arrears for water service supplied by the Town to any property may be added to the taxes assessed against the real property to which the water or other services have been supplied, and may be collected in any of the ways provided by the collection of taxes, including tax recovery.
- 14.3 In addition to the methods outlined in Section 14.2 above for the recovery of outstanding rates, costs or charges, the Department may discontinue service to any property where any charges for water and/or sewer service or work remains outstanding for a period of more than sixty (60) days.
- 14.4 Any person who contravenes any provision of this Bylaw is guilty of an offence and liable, upon summary conviction, to a fine not exceeding Ten Thousand Dollars (\$10,000.00).

#### **SECTION 15 POWERS OF A PEACE OFFICER**

- 15.1 Where a Peace Officer has reasonable grounds to believe a person has committed a breach of any of the sections of this bylaw listed in Schedule "C" hereunto annexed and made part of this bylaw, he may serve upon such person(s) a Violation Ticket allowing the payment of a penalty to The Town of Claresholm which shall be accepted by the Town of Claresholm in lieu of prosecution for the offense.
- 15.2 A Provincial Violation Ticket may be:
  - a) Personally served; or
  - b) Attached to any property entrance in respect of which any offense is alleged to have been committed; or
  - c) Mailed to the address of the registered owner of the property.
- 15.3 Penalties as per Schedule "C" may be accepted in lieu of prosecution for a contravention of this Bylaw. Upon payment in accordance with the terms specified in the Provincial Violation Ticket, an official receipt for the payment shall be issued and, pursuant to the provisions of Subsections 15.5 and 15.6, such payment shall be accepted in lieu of prosecution.
- 15.4 If after the date of expiration for payment of a Provincial Violation Ticket, a person tenders payment therefore in accordance to Subsection 15.3, such payment shall be accepted in lieu of prosecution provided that payment is tendered three days preceding the appearance date specified in any violation ticket subsequently issued for the same offense.
- 15.5 If the person upon whom the Provincial Violation Ticket is served fails to pay the required sum within the time specified, the Provisions of this Section for acceptance of payment in lieu of prosecution do not apply.
- 15.6 Nothing in this Section shall:
  - a) Prevent any person from exercising his right to defend any charge of committing a breach of any of the Sections referred to in Schedule "C" to this Bylaw;

- b) Prevent any Peace Officer, in lieu of serving a Provincial Violation Ticket, or any other person from laying information or a complaint against any other person for committing a breach of any of the Sections listed in the said Schedules; or
  - c) Prevent any person from exercising any legal right such person may have to lay information or complaint against any other person (whether such other person has made a payment under the provisions of this Bylaw or not) for a breach of any of the Sections listed in the said Schedules.
- 15.7 A person other than the owner or tenant of a property shall not remove any Provincial Violation Ticket or notice placed on or affixed to the property by a Peace Officer in the course of his duties.
- 15.8 No person other than a Peace Officer or another person authorized by the Town of Claresholm or by this Bylaw shall place a Provincial Violation Ticket on any property.

**SECTION 16 LIABILITY FOR DAMAGES**

- 16.1 The Town is not liable for damages:
- a) caused by the breaking or freezing of any water service main, water service pipe or attachment including water meter or electronic radio transmitter (ERT),
  - b) caused by the breaking, plugging or stoppage of any sanitary sewer main, or storm sewer main,
  - c) caused by the interference with the supply of any water service necessary in connection with the repair or proper maintenance of the water service,
  - d) caused by the interference with the supply of any sewer service necessary in connection with the repair or proper maintenance of sewers,
  - e) generally for any accident due to the operation of the water works system or the sewerage disposal system of the Town unless such an accident is shown to be directly due to negligence on the Town or its employees.

**SECTION 17 REPEALED**

17.1 Bylaw #1510 and amendments thereto are hereby repealed.

**SECTION 18 PASSAGE OF BYLAW**

18.1 This Bylaw shall come into effect upon passage of 3<sup>rd</sup> Reading.

**READ** a first time in Council this **11<sup>th</sup>** day of **February** 2019 A.D.

**READ** a second time in Council this            day of            2019 A.D.

**READ** a third time in Council and finally passed this            day of            2019 A.D.

---

**Doug MacPherson, Mayor**

---

**Marian Carlson, CAO**

**TOWN OF CLARESHOLM  
BYLAW NO. 1659  
SCHEDULE "A"  
WATER RATES AND COSTS**

Section		
4.4	Service charge for application for water used during construction	Initial turn on free
4.4	Monthly charge for residential water used during construction	Basic residential rate
4.4	Monthly charge for commercial/industrial water used during construction	Case by case basis
5.5	Minimum repair costs for a damaged meter	\$150.00
5.9	Deposit for meters requested by owners to be removed and recalibrated	\$110.00
6.1, 6.3	Charge for provision and installation of remote reading (ERT) device	\$125.00
4.10, 9.3	Water service disconnected/reconnected during regular hours	\$25.00
4.10, 9.3	Water service disconnected/reconnected after hours, on weekends, or holidays	\$100.00
13.2	Monthly charge for metered residential water consumers	Per Schedule "D"
13.2	Monthly charges for non-residential water consumers	Per Schedule "D"

**SCHEDULE "B"  
SEWER RATES & COSTS**

Section		
11.21	Cleaning any plugged sewer service line during regular working hours	\$55.00 per hour
11.21	Cleaning any plugged sewer service line after regular working hours or on weekends or holidays	\$110.00 per hour
11.21.1	Deposit for sewer service lines requested to be opened	\$150.00
11.21.4	Deposit for use of camera for sanitary sewer line	\$110.00
11.21.4	Cameraing sewer lines	Cost of equipment and man hours necessary
13.2	Monthly sewer charge for all non-residential consumers	Per Schedule "D"
13.2	Monthly sewer charge for residential consumers	Per Schedule "D"



**TOWN OF CLARESHOLM**  
**Bylaw No. 1659**  
**SCHEDULE “C”**

**(\$500.00 Penalty First Offense, \$2,000.00 Penalty Subsequent Offenses)**

- S.5.8 No person will interfere with, cut or remove the wire seal on a meter.
- S.7.3 No person will in any manner obstruct the free access to any hydrant or valve or curb stop.
- S.7.4 No vehicle, building, rubbish, or any matter which may cause obstruction, referred to in Section 7.3 above, will be placed nearer to a hydrant than the property line of the street in which the hydrant is located, nor within 49.21 meters (15 feet) of the hydrant in a direction parallel with the property line.
- S.7.5 No person will interfere with, damage or make inaccessible any curb stop due to the construction of sidewalks, pathways, driveways, or any similar construction.
- S.7.7 No person other than authorized Town staff are to operate curb stops.
- S.11.1 No person will throw, deposit or leave in or upon any Town sewer or any trap, basin, grating manhole, or other appurtenance of any Town sewer, any butcher's offal, garbage, litter, manure, rubbish, sweepings, sticks, stones, bricks, earth, gravel, dirt, mud, hay, straw, twigs, leaves, papers, rags, cinders, ashes or refuse or matter of any kind, except feces, urine, the necessary toilet tissue, wastewater, and slops properly discharged through a house sewer into a Town sewer.
- S.11.8 No person will permit to be discharged into any sewer any liquid or substance which would prejudicially affect the sewers, including without limiting the generality of the foregoing: trade waste, water steam, condensing water, heated water, or other liquids of a higher temperature than eighty (80) degrees Celsius, grease, fat, wet wipes, hygiene products, or any combinations of the above.
- S.11.11 No person, except duly authorized employees of the Town, will turn, lift, remove, raise or tamper with the cover of any manhole, ventilator or other appurtenance of any Town sewer.
- S.12.1 No person will discharge or cause to be discharged any storm water or natural water to any sewer except a storm sewer or to a natural outlet approved by the Town.
- S.12.6 No roof drains will be connected to weeping tiles. No sump pumps will be connected to the Town sanitary sewer system.

**TOWN OF CLARESHOLM**  
**Bylaw No. 1659**  
**SCCHEDULE “C” (cont.)**  
**(\$2,000.00 Penalty, \$4,000.00 Penalty Subsequent Offenses)**

- S.4.1 No person, without first having obtained written permission from the Town, will make connection with any of the water service lines or street mains.
- S.4.8 No connection may be made to the water service line between the property line and the meter without prior written approval by the Town.
- S.5.18 No person shall attach a low pressure system to the water piping system in a property.
- S.7.1 Except as hereinafter provided, no persons other than those authorized by the Town will open or close or operate or interfere with any valve, hydrant or fire plug, curb stop or draw water therefore.
- S.10.1 No well or other source of water except the Town waterworks will be used in the Town of Claresholm without written permission from the Town.
- S.11.2 No person, without first having obtained applicable provincial permits as well as permission from the Town, will make connection with any of the public sewer lines or mains. The person so authorized will be fully liable for any damage caused while making such connection and will also provide adequate safety provisions during the connection.
- S.11.10 No person will discharge the contents of any privy vault, manure pit or cesspool, directly or indirectly, into any Town sewer or house drain.
- S.11.12 No person, except duly authorized employees of the Town, will cut, break, pierce, or tap any Town sewer or appurtenance thereof, or introduce any pipe, conduit or tube, through or into any Town sewer.

**TOWN OF CLARESHOLM**  
**Bylaw No. 1659**  
**SCHEDULE “D”**  
**WATER & SEWER RATE TABLES**

Rates are effective on May 1 for 2019 rates and on January 1 for subsequent years.

<b>Residential Rates (Monthly)</b>					
	<b>Current</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Basic Water Charge	\$36.00	\$36.00	\$35.00	\$35.00	\$35.70
Basic Water Consumption Inclusion (cubic meters)	25.00	10.00	5.00	-	-
Water Consumption Charge (per cubic meter)	\$0.80	\$1.30	\$1.65	\$2.08	\$2.12
Basic Sewer Charge	\$10.90	\$13.00	\$15.00	\$16.50	\$16.83
Basic <del>Water Consumption</del> <del>Sewer Usage</del> Inclusion (cubic meters)	-	15.00	7.50	-	-
Sewer <del>Consumption-Usage</del> Charge (per cubic meter) – charged on 50% of water consumption for residential users.	-	\$0.55	\$0.72	\$0.90	\$0.92

<b>Non-Residential – Water Basic Charge</b>					
	<b>Current</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
½”, 5/8”, ¾”	\$39.09	\$39.00	\$44.00	\$49.50	\$50.49
1 INCH	\$60.16	\$62.40	\$70.40	\$79.20	\$88.78
1 – ½ INCH	\$112.36	\$144.30	\$162.80	\$183.15	\$186.81
2 INCH	\$178.15	\$218.40	\$246.40	\$277.20	\$282.74
3 INCH	\$628.75	\$741.00	\$836.00	\$940.50	\$959.31
4 INCH	\$879.18	\$1,287.00	\$1,452.00	\$1,633.50	\$1666.17
6 INCH	\$3,635.39	\$3,042.00	\$3,432.00	\$3,861.00	\$3938.22

<b>Basic Consumption Inclusion per Month - Water</b>					
	<b>Current</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
½”, 5/8”, ¾”	22.73	5.00	-	-	-
1 INCH	90.91	20.00	-	-	-
1 – ½ INCH	136.36	30.00	-	-	-
2 INCH	227.27	50.00	-	-	-
3 INCH	568.18	75.00	-	-	-
4 INCH	1,136.36	120.00	-	-	-
6 INCH	2,272.73	300.00	-	-	-

<b>Consumption Amount (m<sup>3</sup>)</b>		<b>Consumption Charge – Water</b>				
Current	New	Current	2019	2020	2021	2022
0	0	-	-	-	-	-
136.37	16	0.32	0.60	0.75	0.90	0.918
250.01	180	0.34	0.55	0.58	0.64	0.653
363.65	Thereafter	0.37	0.52	0.55	0.59	0.602
477.29		0.40				
590.93		0.42				
704.57		0.45				
818.21		0.47				
931.85		0.50				
1045.49		0.52				
1159.13		0.55				
Thereafter		0.57				

**TOWN OF CLARESHOLM**  
**Bylaw No. 1659**  
**SCHEDULE “D”**  
**WATER & SEWER RATE TABLES**

<b>Non-Residential – Sewer Basic Charge</b>					
	<b>Current</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
½”, 5/8”, ¾”	\$13.55	\$16.00	\$17.75	\$17.75	\$18.11
1 INCH	\$13.55	\$18.00	\$23.53	\$23.53	\$24.00
1 – ½ INCH	\$13.55	\$30.00	\$47.35	\$47.35	\$48.30
2 INCH	\$13.55	\$55.00	\$64.62	\$64.62	\$65.91
3 INCH	\$13.55	\$161.53	\$161.53	\$161.53	\$164.76
4 INCH	\$13.55	\$244.39	\$244.39	\$244.39	\$249.28
6 INCH	\$13.55	\$465.87	\$465.87	\$465.87	\$475.19

<b>Basic <u>Consumption-Usage</u> Inclusion per Month - Sewer</b>					
	<b>Current</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
½”, 5/8”, ¾”	22.73	-	-	-	-
1 INCH	22.73	-	-	-	-
1 – ½ INCH	22.73	-	-	-	-
2 INCH	22.73	-	-	-	-
3 INCH	22.73	-	-	-	-
4 INCH	22.73	-	-	-	-
6 INCH	22.73	-	-	-	-

<b><u>Consumption-Usage</u> Amount (m<sup>3</sup>)</b>		<b><u>Consumption-Usage</u> Charge – Sewer</b>				
Current	New	Current	2019	2020	2021	2022
0	0	-	-	-	-	-
22.73	16	0.16	0.30	0.51	0.83	0.847
45.46	180	0.19	0.25	0.40	0.67	0.683
68.19	Thereafter	0.22	0.19	0.29	0.40	0.408
90.92		0.25				
113.65		0.27				
136.38		0.31				
159.11		0.33				
181.84		0.36				
204.57		0.39				
227.3		0.42				
Thereafter		0.45				

Sewer consumption-usage is unmetered, and is therefore assumed at 100% of water consumption for non-residential users and 50% for residential users.



# REQUEST FOR DECISION

Meeting: March 11, 2019  
Agenda Item: 3

---

## CHINOOK INTERMUNICIPAL SUBDIVISION & DEVELOPMENT APPEAL BOARD

---

### DESCRIPTION / BACKGROUND:

Oldman River Regional Services Commission (ORRSC) is offering to its members municipalities the option to be included in the Chinook Intermunicipal Subdivision and Development Appeal Board (SDAB). May 28, 2018 the following motion was carried:

*Moved by Councillor Schlossberger to direct administration to work with the Oldman River Regional Services Commission (ORRSC) regarding a Regional Subdivision and Development Appeal Board.*

Therefore, the attached agreement and Bylaw have been developed and require approval from Council. ORRSC will continue to act as Clerk for the Town of Claresholm and maintain a registry and training for board members. ORRSC has offered this service to 30 (+/-) municipalities. They aim to maintain a registry of approximately 20 trained board members. The Town of Claresholm can supply up to three members on the board if desired (one member of Council and two members at large). ORRSC will continue to assist the municipalities with any new/amended bylaws in the future required to be compliant with the Modernized *Municipal Government Act*. The annual fee for the coordination, training, etc. from ORRSC is \$500 per municipality. All costs associated when an appeal is received are the responsibility of the municipality wherein the appeal originated, on an hourly or per diem basis (see the attached agreement).

The Town of Claresholm currently has a SDAB Bylaw (#1636) that will be repealed upon the new Intermunicipal SDAB Bylaw coming into effect. Benefits to the regional board are as follows:

1. Currently a member of the SDAB cannot be an employee, a member of the Municipal Planning Commission (MPC), or a person who carried out subdivision or development powers for the Town.
2. With the Modernized MGA only 1 Councillor can sit to hear an appeal (3 are required for quorum).
3. The SDAB Clerk administers and oversees the scheduling and recording of the SDAB hearings (currently ORRSC staff member appointed as clerk).
4. ORRSC will coordinate, manage, ensure training for all members. (Members must also be trained prior to hearing an appeal (and before April 1, 2019). Between the municipal partners, the cost of training, time, and commitment levels will be shared.
5. SDAB Members must also take refreshers courses every three years to stay current on appeal matters (Municipal Affairs approved). The training will address matters such as the board member's roles, responsibilities, and the hearing process.
6. The regional board will provide a pool of qualified members to draw panels from. When appeals are seldom received it can be difficult to attract members in some municipalities.

Clerk provided, trained and all clerk duties provided by ORRSC on a fee for service basis (based on hourly ORRSC members rate/ costs for photocopying etc./ mileage, rates for attending meeting or other incidentals).

**OPTIONS:**

Administration recommends entering into the Chinook Intermunicipal SDAB agreement with ORRSC and passing first reading on the proposed bylaw. As per the MGA the proposed bylaw **does not** require advertising or a public hearing.

Administration recommends that the current trained members at large, Darcy Erickson, and Gerry McGuire be appointed as the Town of Claresholm representatives on the Chinook Intermunicipal SDAB and one Council member once the Bylaw has passed third reading. Currently Councillor Carlson, Schulze, and Zimmer are all appointed to the SDAB and have completed the training.

**PROPOSED RESOLUTIONS:**

Moved by Councillor \_\_\_\_\_ to enter into the agreement with ORRSC for the provision of the Chinook Intermunicipal Subdivision and Development Appeal Board as presented.

Moved by Councillor \_\_\_\_\_ to give Bylaw No. 1664, the Subdivision & Development Appeal Board Bylaw, 1<sup>st</sup> Reading.

**ATTACHMENTS:**

- 1.) Draft Bylaw No. 1664
- 2.) Chinook Intermunicipal SDAB Agreement / Fee Schedule
- 3.) SDAB Procedural Guidelines

**APPLICABLE LEGISLATION:**

- 1.) MGA Section 627 & Section 628

PREPARED BY: Tara VanDellen, Planner/Development Officer

---

APPROVED BY: Marian Carlson, CLGM – CAO

DATE: March 6, 2019

---

# AGREEMENT FOR CHINOOK INTERMUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD

Between

**Oldman River Regional Services Commission**  
("Coordinator")

– and –

**Town of Claresholm**  
("Municipality")

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

## BACKGROUND

WHEREAS, the *Municipal Government Act, RSA 2000, C M-26 (MGA)*, as amended, requires the establishment of a Subdivision and Development Appeal Board and authorizes two or more Councils to jointly establish an Intermunicipal Subdivision and Development Appeal Board to exercise that function within their municipalities:

- A. The Member Municipality wishes to partner to create one Intermunicipal Subdivision and Development Appeal Board;
- B. The Oldman River Regional Services Commission is the Coordinator for the Intermunicipal Subdivision and Development Appeal Board;
- C. The Municipality is willing to join the Chinook Intermunicipal Subdivision and Development Appeal Board.

The Parties agree as follows:

## 1. BYLAW, PROCEDURES AND FEES

- 1.1 The Municipality shall pass a Bylaw establishing the Intermunicipal Subdivision and Development Appeal Board and authorize the Municipality to enter into this Agreement.
- 1.2 The Municipality agrees that the "Chinook Intermunicipal Subdivision and Development Appeal Board Procedural Guidelines" document shall govern the rules and procedures of the Intermunicipal Subdivision and Development Appeal Board, which may be amended, from time to time.
- 1.3 The Municipality agrees to pay the costs associated with the Board which shall be determined by the ORRSC Executive and published in an Annual Schedule of Fees.

## 2. DEFINITIONS

In this Agreement, unless the context provides otherwise, the following words or phrases shall have the following meanings:

**“Appellant”** means the person who may file an appeal to the Board from decisions of a Subdivision Authority or Development Authority in accordance with the *Municipal Government Act*.

**“Board”** means the Chinook Intermunicipal Subdivision and Development Appeal Board established by bylaw.

**“Board Member”** means an appointed member of the Chinook Intermunicipal Subdivision and Development Appeal Board appointed by Council and who has obtained provincial training and certification.

**“Chinook Intermunicipal Subdivision and Development Appeal Board (SDAB)”** means the Board appointed to hear appeals on subdivision and development established in accordance with *Municipal Government Act* s. 627 (1)(b).

**“Clerk”** means the person or persons who has completed training and is certified by the province and authorized to act as the administrative clerk for the Intermunicipal Subdivision and Development Appeal Board by the member municipality within which the appeal is held.

**“Coordinator”** means the Oldman River Regional Services Commission (ORRSC).

**“Municipality”** means is a municipality who has signed this Agreement.

## 3. MUNICIPALITY RESPONSIBILITIES

- 3.1 The Municipality shall be entitled to participate in the Intermunicipal Subdivision and Development Appeal Board once it enters into the Agreement and passes a Bylaw in the form attached as Schedule “A”.
- 3.2 The Municipality will pay a yearly fee to ORRSC for administering the Intermunicipal Subdivision and Development Appeal Board which shall be determined by the ORRSC Executive and published in an Annual Schedule of Fees.
- 3.3 The Municipality may select and appoint individual(s) to be a Board member(s) to be available to sit on a Panel for the Intermunicipal Subdivision and Development Appeal Board. If a vacancy on the Board occurs at any time, the Municipality who appointed the individual may appoint a new individual to fill the vacancy for the remainder of that term.
- 3.4 Any costs incurred to advertise and select a Board member(s) are the responsibility of the Municipality.
- 3.5 If the Municipality is required to hold an Appeal Hearing, the Municipality is responsible to pay all costs related to the hearing, including both Board member costs and hearing costs. The fees for the Board member costs shall be determined by the ORRSC Executive and published in an Annual Schedule of Fees. Board member costs include but are not limited to:
  - a) Board member per diems,
  - b) mileage,
  - c) meal allowance, etc.



- 3.6 The Municipality is responsible to provide a Clerk for the appeal hearing, which may be municipal staff or an ORRSC SDAB Clerk. In addition to Clerk costs, the Municipality shall be responsible for hearing costs including but are not limited to:
- a) materials,
  - b) postage,
  - c) facility and /or equipment rental,
  - d) meal allowance,
  - e) mileage, etc.
- 3.7 If legal services are required for issues that relate to a specific appeal, the Municipality is responsible for engaging legal counsel of behalf of the SDAB Panel and are responsible for paying all costs associated with the legal services required.
- 3.8 The Municipality will make every reasonable effort to ensure information will be or is intended to be used to make a decision on an appeal is both complete and accurate, as per the Procedural Guidelines approved for the Appeal Board.

#### **4. COORDINATOR RESPONSIBILITIES**

- 4.1 The Coordinator will coordinate services for the Municipality and may assign any responsibilities to an ORRSC Clerk as deemed necessary.
- 4.2 The Coordinator shall keep a master list of all qualified Board members, their contact information and training.
- 4.3 The Coordinator is responsible for ensuring the Intermunicipal Subdivision and Development Appeal Board members receive training in accordance with the *Municipal Government Act* and associated regulations.
- 4.4 The Coordinator is responsible to assign a Panel of Board members (in consultation with the affected Municipality) to the SDAB, as described in the *Municipal Government Act* and in the Municipality's Intermunicipal Subdivision and Development Authority Bylaw.
- 4.5 The Coordinator will be responsible to manage the payment of Board member costs related to the Intermunicipal Subdivision and Development Appeal Board and will invoice the Municipality in accordance with the Annual Schedule of Fees.

#### **5. TERM**

- 5.1 The term of this Agreement shall be deemed as indefinite, provided, however, this Agreement may be terminated as follows:
- a) by mutual consent, in which case, this Agreement will be terminated effective the date of the mutual consent and ORRSC will be entitled to payment of fees, on a pro rata basis, to the effective date of termination;
  - b) without cause or mutual consent, by delivery of a ONE (1) year notice of termination by either party, in which case ORRSC will be entitled to payment of fees and expenses.

## **6. DISPUTE RESOLUTION**

- 6.1 All claims, disputes, and other matters arising out of this Agreement or relating to a breach thereof may, upon agreement of both parties, be referred to either:
- a) Mediation – voluntary, no risk, non-binding process bringing the parties to a resolution. The mediator will be appointed upon the agreement of both parties; or
  - b) Arbitration – upon the agreement of both parties, be referred to a single arbitrator under the *Arbitration Act*, and if so referred, the decision of the arbitrator shall be final, conclusive and binding upon the parties. If the parties are not able to agree on an arbitrator, the Alberta Court of Queen’s Bench shall select one. All costs associated with the appointment of the arbitrator shall be shared equally unless the arbitrator determines otherwise in accordance with the *Arbitration Act* of Alberta.

## **7. INDEMNIFICATION**

- 7.1 The Municipality agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Oldman River Regional Services Commission, its Board, Executive, Director and Employees against all damages, liabilities or costs arising out of the coordination of an appeal, an appeal or disputes related an appeal.
- 7.2 The Municipality is solely responsible for the Appeal and compliance with the outcome of the Appeal.
- 7.3 In the furnishing of any services by the Coordinator, the Coordinator shall not assume any responsibility, obligations or duties in respect to the services.

## **8. NOTICES**

- 8.1 Any notices or other correspondence required to be given to any party to this agreement shall be deemed to be adequately given if delivered to the Municipality.

## **9. FORCE MAJEURE**

- 8.2 Each party reserves the right, at its option, either to suspend or cancel this Agreement, in whole or in part, at any time, without incurring any costs or damages whatsoever, where such suspension or cancellation is caused by force majeure, including, but not limited to, acts of God, the public enemy of the government, strikes or other labour disputes, fires, floods, freight embargoes, unusually severe weather or other contingencies beyond the control of either party.

## **10. SINGULAR AND MASCULINE**

- 8.3 Words importing the singular number shall include the plural number and vice versa and words importing one gender only in this Agreement shall include all genders and words importing parties or persons in this Agreement shall include individuals, partnerships, corporations, and other entities, legal or otherwise.

**11. GOVERNING LAW**

11.1 This Agreement shall be deemed to have been made in accordance with the laws of the Province of Alberta. The Courts of Alberta shall have sole and exclusive jurisdiction over any dispute or lawsuit between the parties.

**12. INTERPRETATION**

12.1 The headings in the Agreement are for ease of reference only and shall not affect the meaning or the interpretation of this Agreement.

**13. SUCCESSORS**

13.1 This Agreement shall inure to the benefit of and be binding upon the Parties and, except as herein before provided, the successors and assigns thereof.

**14. ENTIRE AGREEMENT**

14.1 This Agreement is the whole agreement between the parties and may not be modified, changed, amended or waived except by signed written agreement of the parties.

**15. COUNTERPART**

15.1 This Agreement may be executed in any number of counterparts by the parties. All counterparts so executed shall have the same effect as if all parties actually had joined in executing one and the same document.

**16. EFFECTIVE DATE**

16.1 This Agreement becomes effective April 1, 2019.

The parties to this Agreement have affixed their corporate seals signed by the hands of their proper officers.

OLDMAN RIVER REGIONAL SERVICES COMMISSION

PER: \_\_\_\_\_  
Director

PER: \_\_\_\_\_  
Chair

TOWN OF CLARESHOLM

PER: \_\_\_\_\_  
Chief Administrative Officer

PER: \_\_\_\_\_  
Mayor

**Schedule "A"**  
**Subdivision and Development Appeal Board Bylaw**

# ANNUAL SCHEDULE OF FEES 2019

## CHINOOK INTERMUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD

---

### Annual fee:

\$500 administrative fee

### Board Remuneration:

Board Members shall receive honorariums for adjudicating at formally scheduled hearings or taking appropriate training.

Board Members shall receive compensation for travel based on the most current published Canadian Revenue Agency (CRA) Subsistence, Travel and Moving Expenses regulation for performing adjudication duties or taking appropriate training.

If necessary, a reasonable meal for Board members will be organized and authorized by the Clerk and will be paid for by the municipality in which the appeal originates.

If necessary, Board Members shall receive reimbursement for any lodging accommodations required while taking appropriate training which shall be paid by the Municipality who has appointed the member.

Table 1

Board Members Per diems	Preparation time – Two (2) hours block Half day – Four (4) hour block Full day – Four plus (4+) hour block	\$50.00 \$100.00 \$200.00
Mileage	Home to Venue – round trip (CRA Rate)	\$0.58 per km

Chinook Intermunicipal  
Subdivision and Development  
Appeal Board

**PROCEDURAL  
GUIDELINES**

*April 2019*

# TABLE OF CONTENTS

<b>PART A: THE BOARD AND PANELS .....</b>	<b>1</b>
General.....	1
Intermunicipal SDAB Composition .....	1
Bias and Pecuniary Interest.....	1
The Panel.....	2
The Panel Chair .....	2
Roles of the Panel .....	3
Responsibilities of the Panel .....	3
Panel Conduct at the Hearing .....	4
Communications with the Panel.....	4
<b>PART B: COORDINATOR .....</b>	<b>5</b>
Role of the Appeal Coordinator .....	5
<b>PART C: CLERKS .....</b>	<b>6</b>
Assembling a Panel to Hear an Appeal .....	6
Responsibilities of the Clerk.....	8
<b>PART D: HEARING PROCEDURES.....</b>	<b>9</b>
Commencing Appeals.....	9
Withdrawing An Appeal .....	9
Scheduling a Hearing.....	9
Preliminary Matters .....	10
Evidence .....	11
The Appeal Exhibit Package .....	11
Requirements for Materials being Submitted .....	11
Submissions at the Hearing.....	12
Participating in a Hearing.....	12
The Public Nature of the Hearing.....	14
Conduct During the Hearing .....	14
<b>PART E: AFTER THE HEARING.....</b>	<b>15</b>
Decisions of the Panel.....	15
Retention of Evidence .....	15
Distribution of Panel Decisions .....	15
Appeal of Panel Decisions .....	15

## **PART A: THE BOARD & PANELS**

### **General**

1. The Board is an independent quasi-judicial tribunal. Within the mandate of the *Municipal Government Act, RSA 2000, c M-26*, as amended and the Intermunicipal Subdivision and Development Appeal Board (SDAB) Bylaw, as amended, the Board controls its own process and procedure at all times.
2. The Board has established a process as set out in these Guidelines that will better enable the Board to effectively and efficiently decide appeals. The Board may, however, deviate from these Guidelines when hearing a particular appeal with or without notice to the parties.
3. All proper names/references shall have the same meaning as defined in the Intermunicipal Subdivision and Development Appeal Board Bylaw.
4. The municipalities may establish an Advisory Committee to review this Procedures Guideline and other matters pertinent to the Board's function.

### **Intermunicipal SDAB Composition**

1. The SDAB Members shall be comprised of persons from the participating municipalities.
2. Appointments to the SDAB shall be made by resolution approved from time to time by the Councils of the participating municipalities. All resolutions shall be submitted to the Oldman River Regional Services Commission (ORRSC), who will maintain a SDAB Member register with current contact information.
3. If a participating municipality decides not to appoint their own individual member to the Board, the municipality may still access the SDAB Members to assemble a panel for a hearing.
4. If a vacancy occurs, the SDAB will continue to operate with the existing appointed Board members until such time as a new person is appointed to the SDAB.

### **Bias and Pecuniary Interest**

1. All Board members must consider perceived influence or bias and conduct themselves in an impartial manner based on the principles of judicial fairness.
2. If a Board member's presence may affect the deliberations on the appeal or affect the outcome in any way, the member should consider making a declaration and excluding themselves from further discussion. This declaration should be noted for the record.
3. A Board member must listen to the appeal with an open mind and without being influenced by factors outside of the evidence and arguments of the parties participating in the appeal.
4. A Board member with a financial interest in the appeal should also declare this interest and exclude him or herself from the hearing. The conflict of interest rules under section 172 of the *Municipal Government Act* should be used as a guideline for a SDAB member.



5. If a Board member is challenged prior to or at a hearing, the panel will recess to consider the information in closed session and will make a determination regarding the Board member's ability to participate in the hearing and the reason for or against shall be recorded for the record.

### **The Panel**

1. The Board hears appeals in groups called Panels. A decision of the Panel is a decision of the Board.
2. Panels of the Board have a minimum number of members. This minimum number of members is called the "quorum".
3. More than one Panel may be convened at any one time and Board Members of the SDAB may participate as a member of more than one Panel at the same time.
4. Members of the Board will be listed on the ORRSC website ([www.orrsc.com](http://www.orrsc.com)) and participating municipalities may list the Board member names on their web or social media sites.
5. Any concern about the makeup of a Panel for a particular appeal must be raised as soon as possible or at the beginning of the hearing.
6. A Panel, in consultation with the Coordinator/Clerk, will set the date for the hearing to continue or provide some procedural directions. Once a Panel starts hearing the merits of an appeal, that Panel will remain the same throughout the hearing.
7. Where possible, a Panel convened for a hearing should consist of the appointed members from the municipality in which the appeal is held and with the remainder of the Panel to be from the regional pool.
8. No more than one elected official may sit on a Panel to hear an appeal.
9. If for any reason a member of the Panel cannot continue to participate in a hearing, the hearing may proceed without that member but only if enough other members are present to still achieve quorum. If not, the hearing will be adjourned and may be re-heard by a new Panel.
10. The deliberation by a panel regarding the decision are to be held in closed session.

### **The Panel Chair**

1. The Panel members shall elect one of themselves as Panel Chair (Chair) for the purpose of a hearing. The Chair may be a member from the municipality in which the appeal is located.
2. The Chair shall be responsible to ensure the Panel carries out the responsibilities in accordance with the provision of the *Municipal Government Act* and the SDAB bylaw.
3. The Chair has the authority to conduct a hearing as they determine suitable, but shall act on the principles of unbiasedness, impartiality, and judicial fairness.
4. The Chair may call a recess to allow members to read materials, rest after a long series of presentations, take time for meals or personal needs of the Panel, or to settle down the meeting participants after a contentious presentation or if someone must be removed from the hearing.

5. Prior to adjourning, the Chair should ensure that the other members of the Panel have adequate facts to develop the reasons for their decisions and to formulate the decision.
6. The chair or his designate is responsible for signing the decision of the Panel.

### **Roles of the Panel**

1. Panel members should be careful not to speak out of turn and shall speak at the direction of the Chair.
2. All Panel members need to be aware of their potential for or perception of conflict of interest and bias. If the impression is created that the member might benefit directly or indirectly from the ruling of the SDAB or that there has been a previous association with a party to the appeal, the member should not participate in the hearing.
3. The Panel should not see itself as solving people's problems. It is not an advocate and should not be perceived as such. This restriction also applies to providing any advice that may relate to the issues of the case. Any advisory function should be handled by informed professionals, which may include the municipal staff.
4. The role of any SDAB member is to participate in the hearing process and to help ensure that decisions are made in a fair, impartial, and timely manner.

### **Responsibilities of the Panel**

1. Before the hearing, Panel members **must be**:
  - a) informed about their legislative and quasi-judicial responsibilities;
  - b) familiar with the relevant provincial legislation and policy including but not limited to the Alberta Land Stewardship Act, South Saskatchewan Regional Plan, Municipal Government Act and the Subdivision and Development Regulation;
  - c) familiar with the applicable municipal plans, policies and bylaws including but not limited to the municipal development plan, area structure plans, area redevelopment plans, land use bylaw and the SDAB bylaw; and
  - d) familiar with exhibit package as circulated before the hearing, and review the material to become familiar with the circumstances of the case.
2. Before the hearing, Panel members **must not**:
  - a) speak with the appellant or any other parties prior to the appeal (the SDAB member may only advise people contact the clerk and to attend the hearing in order to make their views known);
  - b) discuss the item being appealed with anyone, including other SDAB members, outside the hearing;
  - c) conduct independent research including site visits; or
  - d) form a conclusion prior to attending the hearing.
3. Panel members should refrain from discussing appeals with municipal staff except within the context of the open hearing.
4. The Panel members must be present for the entire hearing of a specific appeal. Members cannot be substituted for other members during the hearing. Members should ensure that they do not leave

the hearing room during the hearing and any member who leaves during the hearing may not return or participate in the decision in any way, if the hearing has continued without the member.

5. Only those Panel members present during the entire length of the discussion, pertaining to a matter being considered at a hearing, shall participate in the decision deliberations.
6. The decision of the majority of the Panel members present at a meeting shall be deemed to be the decision of the whole Subdivision and Development Appeal Board.
7. The Panel members participating in an appeal decision will try to reach a decision by consensus, and in the case where consensus cannot be reached, a decision shall be made in favor of the majority of the members.

### **Panel Conduct at the Hearing**

1. Panel members must be respectful and yield the operation of the hearing to the Panel Chair and may ask questions during the hearing only with the permission of the Chair.
2. At the hearing, Panel members should:
  - a) follow fair procedure and act in accordance with the rules of natural justice;
  - b) take notes to ensure that issues or evidence provided in the hearing is addressed in findings of fact, the reasons for the decision, or the decision; and
  - c) hear from all parties in a hearing in a fair, open, and objective manner.
3. Panel members are expected to listen attentively to each individual case and to understand the perspective presented.
4. The Panel shall attempt to create an atmosphere where all parties feel they have been dealt with in a considerate and respectful manner.

### **Communications with the Panel**

1. All submissions and other communications with the Panel before the hearing shall be directed to the Clerk.
2. The Clerk shall contact Panel members as necessary before, during and after a hearing.
3. The Panel shall not communicate with the parties involved regarding the merits of an appeal outside of the hearing.
4. After the hearing closes, the Panel shall not accept any further submissions.
5. Parties should ensure that any submissions made to the Panel are copied to all of the parties involved in the appeal. Any response from the Panel through the Clerk will be shared with all other parties and will be made available to the public.
6. Panel members must not discuss an appeal outside of the hearing. All inquiries shall be directed to the Clerk and any response provided by the Clerk is informational only, is not a decision of the Panel, and is not legal or other advice.

## **PART B: COORDINATOR**

### **Role of the Appeal Coordinator**

1. Oldman River Regional Services Commission will assign a Coordinator to the Board to handle administrative duties of the Board.
2. The Coordinator shall assign a Clerk(s) to a specific appeal.
3. The Coordinator shall keep a master list of all qualified Board members, their contact information and training status.
4. The Coordinator shall monitor the activity of the Board in the form of a yearly report to the ORRSC Executive and upon establishment to an Advisory Committee. The report should include, but is not limited to:
  - a) the number of appeals,
  - b) the Board members participating in appeals,
  - c) Board members not able to attend hearings, and
  - d) Board members who fail to attend hearings.
5. The Coordinator is responsible for preparing the final invoicing and master file for the municipality. The master file shall include a copy of the appeal letter/form, the notice(s), the complete exhibit package, the decision and the record of proceedings.
6. Where the municipality is providing their own Clerk, the Coordinator will contact the municipality regarding the hearing and invoice the municipality for Panel costs.

## **PART C: CLERKS**

### **Assembling a Panel to Hear an Appeal**

1. The authority to assemble a Panel to hear a particular appeal may be designated to either Coordinator or Clerk assigned to a particular appeal.
2. The Clerk is to choose duly appointed members from the SDAB for hearings with the following guidelines for composition of a Panel:
  - a) as a first step, if there is a Board member(s) from the municipality in which the appeal originates, the Clerk shall contact and confirm their availability to participate in the hearing. If they are unavailable, subsection 2(b) applies;
  - b) as a second step, the Clerk shall contact Board members who live in closest physical proximity to the municipality in which the appeal originates, expanding the distance until the Panel is filled.
3. Each participating municipality through their SDAB bylaw will have determined the number of SDAB members that constitutes a Panel and its quorum. The Clerk shall have regard to Chart 1 which summarizes this information across the participating municipalities.



## **Responsibilities of the Clerk**

1. The Clerk is responsible to report any changes in Board member contact information to the Coordinator.
2. The duties of the Clerk before the hearing include:
  - a) ensure that the appeal has been properly filed;
  - b) coordinate the date, time and venue of the hearing;
  - c) contact members to ensure quorum;
  - d) prepare a notice of hearing and ensure that the appropriate people are informed of appeal (including the appellant, affected persons, and anyone else identified in the land use bylaw and Subdivision and Development Regulation) at least 5 days prior to hearing;
  - e) prepare an exhibit package;
  - f) prepare an agenda for the hearing;
  - g) ensure that all relevant documents and materials are available for public inspection;
  - h) answer any questions of the applicant, appellant, Panel, municipality or public; and
  - i) set up any equipment/materials needed in the SDAB meeting room.
3. The duties of the Clerk at the hearing include:
  - a) circulate a sign in sheet among the gallery;
  - b) provide administrative assistance to the Panel;
  - c) assist the Chair and Panel in the organization and function of the hearing;
  - d) ensure quorum of the SDAB for the hearing;
  - e) announce the appeal at the commencement of the hearing;
  - f) record names of speakers;
  - g) mark submitted exhibits;
  - h) take notes of the appeal; and
  - i) record the attendance and absences of SDAB Panel members.
4. The duties of the Clerk after the hearing include:
  - a) prepare a draft SDAB's decision(s) for the Panel review, edits, and Chair signature;
  - b) circulate the decision in accordance with the notice of hearing and ensure that the appropriate people are informed of the decision (including the appellant, affected persons, municipality, referral agencies, those that spoke at the hearing etc.); and
  - c) prepare and sign a record of proceedings for the appeal file.
5. The Clerk is responsible for keeping track of all expenses related to the appeal and submitting an invoice to the municipality in which the appeal originates.

## **PART D: HEARING PROCEDURES**

### **Commencing Appeals**

1. An appeal is commenced by filing a notice of appeal form or letter and paying the applicable filing fee of the municipality in which the appeal originates.
2. There are strict timelines for launching an appeal. Appeals must be submitted within 21 days, for stop orders, subdivision or development appeals, and notice or deemed refusal by the Subdivision or Development Authority. Appellants are encouraged to file as soon as possible within the appeal period.
3. The notice of appeal form should be filled out completely, including a summary of the reasons for the appeal.
4. A person can file an appeal on their own behalf or can authorize an agent, lawyer or other representative to do so on their behalf.
5. If a person is filing an appeal on behalf of someone else, this must be stated in the notice of appeal form. The “appellant” in the notice of appeal form is the person who has the right to appeal, and the “agent” in that form is the person filing on the appellant’s behalf.
6. If a person is representing someone else, they may be asked to provide written authorization from the person they represent. This applies to any person acting as a representative of an individual, company, society, community association or any other organization.
7. The municipality shall stamp the letter or notice of appeal as being received on the date it is delivered.
8. Appeals received by the municipality will then either:
  - a) request a list of SDAB Members from the Coordinator, so the municipality may Clerk the hearing themselves; or
  - b) request that Appeal Coordinator provide ORRSC Clerk services.

### **Withdrawing an Appeal**

1. An appellant may withdraw an appeal at any time before the Panel issues its decision. A withdrawal of an appeal must be explicit and unconditional.
2. If the appellant withdraws the appeal before the hearing begins or after the close of the hearing, but before the Panel issues its decision, the withdrawal must be in writing. An appellant may withdraw an appeal verbally at the hearing.
3. If an appeal is withdrawn before the hearing begins, any refunds of the municipal appeal fee shall be at the discretion of the municipality in which the appeal originates.

### **Scheduling a Hearing**

1. The municipality, in which the appeal originates, is responsible to contact the Coordinator within 2 working days when an appeal is received in their municipality.



2. Once an appeal has been received, the assigned Clerk will schedule the hearing to begin within 30 days of the receipt date. The Clerk shall consult with the municipality regarding dates, times and location for the hearing. Once the details are determined, the Clerk will convene a Panel in accordance with Part C: Clerks.
3. The Clerk is responsible for requesting and receiving pertinent information from the municipality in which the appeal originates which includes, but is not limited to:
  - a) the decision under appeal and notice of decision;
  - b) a listed of persons and agencies/departments notified of the application and decision;
  - c) the original application, diagrams, drawings and all other information which was submitted in support of the application which was used to render the decision;
  - d) any correspondence from government departments, utility companies, required referrals, affected or adjacent landowners;
  - e) relevant information from agenda packages and minutes of the meeting (approved or unapproved); and
  - f) any relevant plans, studies, or drawings that are considered by the municipality to be relevant to the matter.
4. The Clerk shall prepare and issue a notice of appeal with the location, date and time of the hearing.

#### **Preliminary Matters:**

1. Parties are encouraged to send written notice to the other parties to an appeal and to the Clerk of any preliminary matters such as:
  - a) requests for procedural directions,
  - b) notice of jurisdictional matters,
  - c) request for adjournments (with alternative dates).This should be done as soon as possible, so that the Panel can be made aware of preliminary matters that require attention prior to the hearing.

#### **Adjournments**

2. The Panel may adjourn (suspend) hearings to continue on a later date. This may be on the Panel's own initiative or in response to a request by a party.
3. Adjournments are discretionary. When considering whether to grant an adjournment request, the Panel may consider a number of factors, including the reason for the request and the impact an adjournment might have on any of the parties involved in the appeal.
4. If a party is requesting an adjournment, that request must be made at the earliest opportunity and reasons must be provided. If the request is made before the hearing begins, it should be in writing.
5. If a party is opposing an adjournment request, reasons must be provided.

#### **Jurisdictional Issues**

6. The Panel may consider whether it has the authority to hear an appeal ("jurisdictional issues"). Examples of jurisdictional issues include:
  - a) whether the appeal was started in time, and

- b) whether the person who filed the appeal was entitled to do so.
7. The Panel may dedicate a time at the beginning of the hearing to determine jurisdictional issues.
8. The Panel may decide jurisdictional issues at any time during the appeal.

### **Evidence**

1. There are rules of evidence which typically apply to court processes. The Panel is not bound by these rules of evidence. During the course of the proceedings, the Panel will determine what it considers as relevant evidence.
2. The Panel does not seek evidence nor advocate for any party to an appeal. The Panel relies on the evidence submitted by the parties. Each party is responsible for assembling and presenting evidence to support that party's case.
3. Despite the preceding clause, the Panel may request that parties submit relevant documents and materials respecting the appeal.

### **The Appeal Exhibit Package**

1. All materials submitted to the Panel will be included in a document called the Exhibit Package.
2. Relevant hearing materials shall be included in the Exhibit package and will include:
  - a) the appeal letter,
  - b) the decision subject to the appeal,
  - c) the application,
  - d) the notice of appeal including a location diagram, and
  - e) other submissions as received.
3. The Exhibit Package will be forwarded by the Clerk to the applicant, appellant, members of the Panel, municipal officials, and a counter copy for the municipality prior to the hearing.
4. Additional submissions received after the distribution of the Exhibit Package will be made available to the parties noted in above section during the hearing.
5. Any submissions at the hearing should be made in a quantity as specified in the notice of appeal or copies will be provided to the Panel members only.

### **Requirements for Materials being Submitted**

1. Materials filed with the Panel, whether in hard copy or electronic format, should be sequentially page numbered. Hard copy materials should be tabbed where appropriate. In the case of materials submitted electronically, sections of materials may be separated by a page containing a tab letter or number in large font where appropriate instead of tabs.
2. Documents that contain multiple parts, such as legal briefs and expert reports with appendices or schedules, should also be bound if they are being submitted in hard copy format in a quantity as specified in the notice of appeal.

3. All materials filed for the hearing should be clearly printed and legible. Parties are encouraged to highlight relevant passages or sections.
4. Applicants for development permits or subdivision approvals should provide legible copies of the plans on which the Development Authority or Subdivision Authority based its decision. The Panel may request that larger copies of plans be submitted for the purposes of legibility.
5. Some plans, maps or drawings are “to scale”, meaning that the size of an item on the page represents its actual size. If any plans, maps or drawings are to scale, hard copy printouts to this scale should be provided.
6. Parties are encouraged to submit their materials electronically. Electronic submissions must be in a printable format and in a format that is compatible with the Clerk’s computer systems.
7. The Exhibit Package is printed in black and white. Any materials which are in colour, such as coloured maps, plans, drawings, or photographs, should also be submitted as hard copies at the hearing.
8. At the discretion of the Clerk, large volume document submissions can be requested to be provided in printed form.

### **Submissions at the Hearing**

1. Multiple copies of all materials provided at the hearing (including written presentations) are required. They are distributed to the Panel and other participants.
2. A minimum of 12 copies of materials provided at the hearing will be required.
3. The Panel may require additional copies of materials (beyond the 12 discussed above) to be provided, at the party’s expense.
4. All presentation materials, including written presentations, photographs, PowerPoint and other slide presentations, and any materials placed on the overhead projector or otherwise presented during the hearing, must be left with the Panel.
5. If a PowerPoint or other type of digital media presentation is made to the Panel, hard copies of the presentation must be provided at the hearing.

### **Participating in a Hearing**

1. The usual order of presentation in a hearing when a development permit or subdivision decision is being appealed is:
  - a) Introduction by the Panel Chair,
  - b) Preliminary matters (if any),
  - c) Presentation by the Development Authority or Subdivision Authority,
  - d) Presentation by the appellant/applicant,
  - e) Presentation by the appellant,
  - f) Presentation by Government agencies,
  - g) Presentations from public gallery,
  - h) Rebuttal by the Development Authority or Subdivision Authority, and
  - i) Rebuttal by the appellant and other parties.

“Rebuttal” is the opportunity to respond to new issues which came up during the hearing and which could not have been reasonably anticipated. It is not an opportunity to raise new issues or repeat evidence and arguments that have already been made.

2. The usual order of presentation in a hearing when an enforcement order is being appealed is:
  - a) Introduction by the Panel Chair,
  - b) Preliminary matters (if any),
  - c) Presentation by the Development Authority,
  - d) Presentations in favour of the enforcement order (against the appeal),
  - e) Presentations in favour of the appeal (against the enforcement order),
  - f) Rebuttal by the Development Authority, and
  - g) Rebuttal by the appellant and other parties.
3. The Chair may decide to outline a different order of presentation if they believe there is a logical reason for doing so.
4. Panel members may ask questions of the parties at any time during the hearing.
5. Only those parties who made written or verbal submissions to the Panel before or during the hearing will be allowed to present a rebuttal.
6. There are limits on who is entitled to participate in a Panel hearing. Persons who want to participate in an appeal on the basis that they are affected by its outcome must be prepared to explain why they are affected, including providing their addresses and land locations.
7. Appeals to the Panel are hearings *de novo*. This means that the Panel can consider new evidence and arguments the Development Authority or Subdivision Authority did not consider in reaching its decision.
8. Parties are encouraged to be prepared to speak to all aspects of the proposed development or subdivision or other matter before the Panel, not just those aspects identified in the notice of appeal.
9. The Panel’s hearings are public and conducted in person in the municipality in which the appeal originates.
10. The Panel’s hearings are conducted in English. The Panel does not provide interpreters. Parties may provide their own interpreters at their own expense.
11. If a person fails to attend a scheduled hearing, the Panel may decide the appeal in that person’s absence.
12. Any concerns about the Panel’s hearing processes should be drawn to the Panel’s attention as soon as possible.
13. Only one person should speak at a time during the Panel’s hearing. The Chair will provide directions about the order of the speakers or presenters.
13. The Panel may give other directions to parties presenting during the hearing to facilitate the hearing process. These directions may include advising parties that their submissions or arguments are outside of the scope of the things the Panel can consider in the appeal.

### **The Public Nature of the Hearing**

1. The Panel's hearings are open to the public, but are not a forum for public debate.
2. The Panel's hearings are summarized in a record of proceedings and are not recorded or transcribed.
3. No one is permitted to record, videotape, photograph or otherwise record the Panel's hearings or the Panel's hearing room without the prior permission of the Chair.
4. At the end of the parties' submissions, and at any time during the hearing, the Panel may meet privately to discuss the appeal. The Panel's discussions or deliberations regarding the outcome of the appeal are done during a private meeting.
5. The Panel may call the appeal parties back at any time before it issues its written decision, within the prescribed 15 days, to seek clarification from the parties. This will be done with notice to all of the parties in the hearing.
6. All documents, submissions, and other materials submitted to the Panel by the parties, as well as the Panel's decision, will be available to the public.

### **Conduct During the Hearing**

1. All persons participating in the Panel's processes are required to conduct themselves with courtesy and respect. Disruptive, disrespectful or threatening behaviour will not be tolerated.
2. The Chair may direct that a person be removed from the hearing if they display disruptive, disrespectful or threatening behaviour.
3. If the person(s) refuse to leave, the Chair may call a recess and call for the proper authorities to remove the person(s) from the hearing venue.

## **PART E: AFTER THE HEARING**

### **Decisions of the Panel**

1. The Panel may consider its previous decisions, but it is not bound by them. Each appeal is decided based on its own merits and on the evidence, arguments, and circumstances of the case.
2. The Panel's role is to review decisions of the Development Authority or Subdivision Authority by way of a hearing *de novo*. It may uphold these decisions, reverse these decisions, or change these decisions in part.
3. The Panel's decision will be issued as soon as possible after the hearing is over, but within the required 15 days as per the *Municipal Government Act*.
4. The Panel's decision is final when it is in writing, signed, and issued. Once this has happened, the Panel has no more authority over the subject matter of the appeal.
5. The Panel does not have the jurisdiction or authority to award pecuniary or monetary awards or costs to any person, entity or organization involved in an appeal.

### **Retention of Evidence**

1. The Coordinator/Clerk retains all documents and electronic submissions for a particular hearing and a complete copy is provided to the municipality.
2. The Panel retains physical evidence such as samples and models for at least 60 days after the decision is issued, or longer if the Panel's decision is appealed. These materials will not be returned unless a request is made at the time they are submitted.

### **Distribution of Panel Decisions**

1. The Clerk shall send copies of Panel's decisions by mail to the appellant, the applicant, the Development Authority or Subdivision Authority, parties originally notified of the hearing and participants in the hearing who have requested a copy of the decision.

### **Appeal of Panel Decisions**

1. The Panel's decisions may be appealed to the Alberta Court of Appeal on a question of law or jurisdiction in accordance with the *Municipal Government Act*.
2. Upon request, the Coordinator will according to FOIPP provide an electronic copy of the exhibit package and decision to the interested party.



**TOWN OF CLARESHOLM  
PROVINCE OF ALBERTA  
BYLAW #1664**

**CHINOOK INTERMUNICIPAL SUBDIVISION AND  
DEVELOPMENT APPEAL BOARD**

**A BYLAW OF THE TOWN OF CLARESHOLM IN THE PROVINCE OF ALBERTA TO ESTABLISH AN INTERMUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD;**

**AND WHEREAS** the *Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26* as amended from time to time requires the municipality to adopt a bylaw to establish a Municipal Subdivision and Development Appeal Board or an Intermunicipal Subdivision and Development Appeal Board;

**AND WHEREAS** the Council of the Town of Claresholm wishes to join other area municipalities to establish the Chinook Intermunicipal Subdivision and Development Appeal Board;

**AND WHEREAS** the Chinook Intermunicipal Subdivision and Development Appeal Board is authorized to render decisions on appeals resulting from decisions of a Subdivision Authority or a Development Authority in accordance with the South Saskatchewan Regional Plan (SSRP), the *Municipal Government Act (MGA)*, the Subdivision and Development Regulation, the local Land Use Bylaw and statutory plans;

**NOW THEREFORE**, the Council of the Town of Claresholm in the Province of Alberta duly assembled, enacts as follows:

**1. TITLE**

This Bylaw may be cited as the Chinook Intermunicipal Subdivision and Development Appeal Board Bylaw.

**2. AUTHORIZATION**

Pursuant to section 627(1)(b) of the *MGA*, this bylaw hereby authorizes the municipality to enter an agreement with the other participating municipalities to establish the Chinook Intermunicipal Subdivision and Development Appeal Board.

**3. DEFINITIONS**

**Appellant** means the person who may file an appeal to the Board from decisions of a Subdivision Authority or a Development Authority in accordance with the *MGA*.

**Board** means the Chinook Intermunicipal Subdivision and Development Appeal Board established pursuant to this bylaw.

**Board Member** means an appointed member of the Chinook Intermunicipal Subdivision and Development Appeal Board appointed in accordance with this bylaw and who has obtained provincial training and certification.

**Board Panel** means the group of appointed Board Members actively sitting to hear and decide on an appeal at an appeal hearing.

**Chair** means the person elected from the Board panel members sitting to hear an appeal to act as the person who presides over the hearing and the procedures.

**Chief Administrative Officer (CAO)** means the individual appointed to the position for the municipality in accordance with the *MGA*.

**Clerk** means the person or persons who has completed training and is certified by the province and authorized to act as the administrative clerk for the Intermunicipal Subdivision and Development Appeal Board by the member municipality within which the appeal is held.

**Conflict of Interest** means both Common Law Bias and Pecuniary Interest. **Council** means the Council of the (Municipality).

**Development Authority** has the same meaning as in the *MGA*.

**Hearing** means a public meeting convened before the Board acting as a quasi-judicial body to hear evidence and determine the facts relating to an appeal of decisions of a Subdivision Authority or a Development Authority, prior to the Board making a decision on the matter subject to the appeal.

**Municipality** means the municipal corporation of the (Municipality) together with its jurisdictional boundaries, as the context requires.

**Panel Member** means an individual Board member participating in the group panel to hear an appeal.

**Participating municipality** means a municipality in the Province of Alberta who has entered into an agreement with other municipalities, as referred to in Section 2 of this bylaw, to establish the Chinook Intermunicipal Subdivision and Development Appeal Board.

**Procedural guidelines** means the policies, processes and administrative matters applicable to the filing of an appeal and conducting a hearing, and the roles, duties and conduct of Board members and Clerks.

**Subdivision Authority** has the same meaning as in the *MGA*.

**Subdivision and Development Appeal Board** has the same meaning as in the *MGA*.

**Quorum** means the minimum number of Board panel members required to hear an appeal.

**Municipal Government Act (MGA)** means the *Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26*, as amended from time to time.

**Chinook Intermunicipal Subdivision and Development Appeal Board** means the Board established by agreement to act as the Subdivision and Development Appeal Board.



**All other terms used in this Bylaw shall have the meaning as is assigned to them in the Municipal Government Act, as amended from time to time.**

#### **4. APPOINTMENT OF THE BOARD**

- (1) The Board is comprised of the member representative(s) as appointed by the participating municipalities.
- (2) A municipality may participate in the Chinook Intermunicipal Subdivision and Development Appeal Board without appointing individual representative(s) by utilizing the appointed Board Members of the other participating member municipalities to act on the municipality's behalf as its appeal body.
- (3) For each member municipality appointing individual Board Member representative(s) to the Chinook Intermunicipal Subdivision and Development Appeal Board, the appointment shall be made by resolution of Council. Appointed Board Members from a municipality shall consist of no more than three (3) members, with no more than one (1) being an elected official and the other two (2) being non-elected officials who are persons at large. If two (2) or less persons are appointed as members, they must be non-elected persons at large.
- (4) For those member municipalities appointing individual representative(s) to the Board, the remaining composition of the Board Panel Members shall be the appointed members from the other municipalities of the Chinook Intermunicipal Subdivision and Development Appeal Board.
- (5) Appointments to the Chinook Intermunicipal Subdivision and Development Appeal Board shall be made for a term of not more than three years. Reappointments must coincide with the successful completion of the mandatory provincial refresher training course to be taken every three (3) years.
- (6) Board Members may be appointed for a two (2) or three (3) year term, at the discretion of the municipality, for the purpose of establishing a staggered expiration of terms amongst the Board Members.
- (7) A Board Member may resign from the Chinook Intermunicipal Subdivision and Development Appeal Board at any time by providing written notice to the municipality to that effect.
- (8) Where Council has appointed a Board Member representative(s) for the municipality, Council may remove its individual appointed Board Member representative(s) at any time if:
  - a) in the opinion of Council, a Board Member is not performing his/her duties in accordance with the MGA, this Bylaw or the rules of natural justice,
  - b) a Board Member is absent for more than three (3) consecutive hearings to which he/she has been assigned to sit on the Board Panel without reasonable cause, or
  - c) a Board Member has participated in a matter in which that Board Member has a Conflict of Interest, contrary to the provisions of this Bylaw.

## **5. COMPOSITION**

- (1) The Board Members of the Chinook Intermunicipal Subdivision and Development Appeal Board shall meet in Panels, and two (2) or more Panels may meet simultaneously. The Panels have all the powers, duties and responsibilities of the Subdivision and Development Appeal Board.
- (2) For the purpose of this Bylaw, the Board Panel formed from the appointed members of the Chinook Intermunicipal Subdivision and Development Appeal Board to hear an appeal, shall normally be composed of not less than five (5) members and no more than one (1) being an elected official.
- (3) Three (3) Board Members constitute a quorum of the Board Panel.
- (4) If a vacancy of an appointed Board member representative from a municipality shall occur at any time, the municipality may appoint another person to fill the vacancy by resolution of Council.
- (5) In the absence of the municipal appointed member representative(s) of the municipality in which the appeal originates being available to sit on a Panel, then the appointed Panel Member representative(s) from the other municipalities of the Chinook Intermunicipal Subdivision and Development Appeal Board shall form the composition of the Board Panel to hear and decide on a matter of appeal on behalf of the municipality.
- (6) Board Panel Members of the Chinook Intermunicipal Subdivision and Development Appeal Board shall not be members of a Municipal Subdivision Authority or Development Authority or municipal employees of the municipality in which the appeal is located.
- (7) A person appointed as a Board Member in accordance with this Bylaw must successfully complete and maintain the mandatory provincial training and certification prior to sitting on a Panel to hear an appeal.

## **6. COSTS AND REMUNERATION**

- (1) Board Members may be entitled to reasonable remuneration for time and expenses relating to participating on a Board Panel.
- (2) Costs related to appeal hearings and the remuneration to Board Members shall be provided as specified in the intermunicipal agreement of the participating members of the Chinook Intermunicipal Subdivision and Development Appeal Board.

## **7. DUTIES OF THE INTERMUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD**

- (1) The Chinook Intermunicipal Subdivision and Development Appeal Board shall hold hearings as required pursuant to the *Municipal Government Act* on a date to be determined by the Board.
- (2) The Board, and those Members who sit as a Board Panel hearing an appeal, shall govern its actions and hearings in respect of the processes and procedures as outlined in the Procedural Guidelines.

- (3) A Board Member may only participate in an appeal hearing if they have successfully completed the mandatory provincial training prior to the appeal hearing date.
- (4) The Board Panel may, at its discretion, agree to adjournments in respect of the processes and procedures as outlined in the Procedural Guidelines.
- (5) A Board Panel hearing an appeal shall appoint a Chair to preside over the proceedings prior to the commencement of the hearing.
- (6) An order, decision or approval made, given or issued by the Board Panel and under the signature of the Chair, or a Board Member acting as a designate, is the decision of the Board.
- (7) The Board Members shall conduct themselves in a professional, impartial and ethical manner and apply the principles of administrative justice and judicial fairness.
- (8) The Board Members shall consider and act in respect of the Chinook Intermunicipal Subdivision and Development Appeal Board Procedural Guidelines.
- (9) The Board does not have the jurisdiction or authority to award pecuniary or monetary awards or costs to any persons, entity or organization involved in an appeal.

## **8. APPEAL FILING**

- (1) An appeal shall be filed in writing by an appellant, in accordance and in the manner prescribed in the *MGA*, to the municipality and include the payment of the applicable municipal appeal fee.
- (2) If there is a question about the validity of an appeal being filed, the Board Panel must convene the appeal hearing in accordance with the *MGA* to establish jurisdiction and then it may decide on the matter of validity. It shall be the responsibility of the Board Panel to make the determination of whether the appeal is valid.
- (3) In the event an appeal is abandoned or withdrawn in writing by the appellant, the Board Panel shall not be obliged to hold the appeal hearing referred to in the *MGA* unless another notice of appeal has been served upon the Board in accordance with the *MGA*.

## **9. CLERK RESPONSIBILITIES AND DUTIES**

- (1) Council shall by resolution appoint a Clerk as a designated officer, or sub-delegate to its CAO the authority to appoint a Clerk or Clerks, for the specific purposes of providing administrative assistance to the Board in fulfilling its legislative duties.
- (2) The appointed Clerk shall attend all meetings and hearings of the Chinook Intermunicipal Subdivision and Development Appeal Board held in that member municipality, but shall not vote on any matter before the Board.
- (3) A person appointed as a Clerk to assist the Chinook Intermunicipal Subdivision and Development Appeal Board in accordance with this bylaw must have successfully completed the mandatory provincial training prior to assisting the Board in its legislative duties.

- (4) The Clerk, acting for the Board, shall accept on behalf of the Board appeals which have been filed with the municipality in relation to a decision of the Subdivision Authority or the Development Authority.
- (5) The Clerk of the Board shall keep records of appeals and proceedings for the municipality in which the appeal has been filed, as outlined in the Procedural Guidelines.

**10. ADMINISTRATIVE**

- (1) **Singular and Masculine** – Words importing the singular number shall include the plural number and vice versa and words importing one gender only in this Bylaw shall include all genders and words importing parties or persons in this Bylaw shall include individuals, partnerships, corporations, and other entities, legal or otherwise.
- (2) **Severability** – Every provision of this Bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalid for any reason by a court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.

**11. ENACTMENT**

- (1) This bylaw shall come into effect upon third and final reading thereof.
- (2) This Bylaw rescinds Bylaw No. 1636 the former Subdivision and Development Appeal Board Bylaw, and any amendments thereto.

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

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

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

\_\_\_\_\_  
*Mayor Doug MacPherson*

\_\_\_\_\_  
*Chief Administrative Officer Marian Carlson*



ALBERTA  
MUNICIPAL AFFAIRS

*Office of the Minister  
MLA, Leduc-Beaumont*

RECEIVED

FEB 26 2019

AR96301

February 19, 2019

His Worship Doug MacPherson  
Mayor  
Town of Claresholm  
PO Box 1000  
Claresholm AB T0L 0T0

Dear Mayor MacPherson,

In Budget 2018, and throughout this past year, the Government of Alberta has confirmed its intent to fulfill the full \$11.3 billion funding commitment under the Municipal Sustainability Initiative (MSI). In order to continue to provide MSI funding through the planned conclusion of the program in 2021-22, an amending MSI Memorandum of Agreement is required, as current funding agreements expire on March 31, 2019.

An amending agreement will be sent to the Chief Administrative Officer of your municipality formally extending the MSI funding terms until the conclusion of the program on March 31, 2022.

Our government reached a remarkable milestone when the *City Charters Fiscal Framework Act* was passed in December 2018, establishing ongoing, legislated capital funding for the cities of Calgary and Edmonton, linked to changes in provincial revenues. I remain optimistic that through continued dialogue with the municipal associations, we will establish a similar legislated funding framework for all municipalities as a successor to the MSI.

I look forward to continued partnership with your municipality to deliver quality infrastructure and services to Albertans.

Sincerely,

Hon. Shaye Anderson  
Minister of Municipal Affairs

cc: Marian Carlson, Chief Administrative Officer, Town of Claresholm



ALBERTA  
MUNICIPAL AFFAIRS

*Office of the Minister  
MLA, Leduc-Beaumont*

RECEIVED

MAR 06 2019

AR96518A

February 27, 2019

His Worship Doug MacPherson  
Mayor, Town of Claresholm  
PO Box 1000  
Claresholm Alberta T0L 0T0

Dear Mayor MacPherson,

The Alberta Government is committed to making the lives of Albertans better. By providing significant funding to our municipal partners through the Municipal Sustainability Initiative (MSI), we continue to assist municipalities in building strong, safe, and resilient communities while respecting local priorities.

I am pleased to accept the following eligible project submitted by your municipality under the MSI capital program.

CAP-11181 2018/2019 Pavement Overlay

\$320,000

My ministry welcomes the opportunity to celebrate your MSI project milestones with you, so please send invitations for these events to my office. If you would like to discuss possible project recognition events and activities, as outlined in the program guidelines, please contact Municipal Affairs Communications, toll free at 310-0000, then 780-427-8862, or at [ma.msicapitalgrants@gov.ab.ca](mailto:ma.msicapitalgrants@gov.ab.ca).

As partners in supporting Alberta's communities, I look forward to working together to move your infrastructure priorities forward.

Sincerely,

Hon. Shaye Anderson  
Minister of Municipal Affairs

cc: Marian Carlson, Chief Administrative Officer, Town of Claresholm



## TOWN OF PINCHER CREEK

962 St. John Ave. (BOX 159), PINCHER CREEK, AB. T0K 1W0

PHONE: 403-627-3156 FAX: 403-627-4784

e-mail: [reception@pinchercreek.ca](mailto:reception@pinchercreek.ca)

web page: [www.pinchercreek.ca](http://www.pinchercreek.ca)



February 27, 2019

Town of Claresholm  
Box 1000  
Claresholm, AB T0L 0T0

**Attention: Mayor and Councillors**  
**Re: Intermunicipal Transportation System "Visioning Workshop"**

Dear Mayor and Councillors;

Once again, the matter of Intermunicipal Transportation Service has arisen during discussion at the Pincher Creek Transportation Committee table. As the Town of Pincher Creek works to improve its new, scheduled transit system, the matter of regional transportation has become an extended part of each discussion. The history of this matter is extensive but the need does not disappear.

In 2013, a "Feasibility Study of Regional Partnership and Service Sharing Opportunities" was conducted by the Municipality of Crowsnest Pass, the Town of Pincher Creek, the Municipal District of Pincher Creek No. 9, and the Village of Cowley. The study assessed key opportunities for regional transportation services, including public transportation (regional transit, full-service dial-a-bus, demand responsive handicapped/seniors service utilizing taxis, and a recreational bus service). At the time, only the Town of Pincher Creek and Fort Macleod decided to collaborate and pursue further work. This initiative failed to gain the necessary momentum and was "tabled".

In 2016, the matter was studied extensively by the Medically At-Risk Driver Centre (see Alberta Provincial Transportation Needs Assessment – South Zone – 2016-2017).

In late 2016, the Town of Pincher Creek commissioned a Regional Transportation Business Plan focused on Pincher Creek, Piikani Nation and Fort Macleod. The goal of that Business Plan was to "improve mobility and quality of life in those communities in a way that is financially efficient, feasible and sustainable". The group involved in this Business Plan established five transportation goals (\*NOTE: The plan was focused on Pincher Creek, Piikani Nation and Fort Macleod):

1. Provide a non-ambulance transfer service for medically stable patients, between healthcare facilities in the region.
2. Provide inter-community transportation between communities in the region
3. Provide a regularly scheduled transit service within the Town of Pincher Creek
4. Provide a transportation option for school-aged children who do not presently have access to school bus service
5. Provide an accessible door-to-door, on-demand transportation option for seniors and persons with limited mobility within the community

The difficulties presented by inadequate interregional transportation have not gone away and have been exacerbated, in part, by the demise of Greyhound. While the invaluable service provided by organizations like the Handi Bus Societies, volunteer agencies (such as the Care Bears group) will and must continue, intermunicipal transportation collaboration appears more critical now than ever before.

This new initiative seeks greater inclusion. The Mayor and Council of the Town of Pincher Creek would like to invite you to participate in a "Regional Transportation Visioning Workshop" to review present transportation conditions and future needs. We are proposing the following location, date and time:

Location: Town Council Chambers; 962 St. John's Ave, Pincher Creek

Date: March 22, 2019

Time: 1:30 PM

Host: Town of Pincher Creek

Sincerely,



For Don Anderberg

Mayor, Town of Pincher Creek

Cc/ Pincher Creek Transportation Committee





GRANUM & DISTRICT  
CANADA DAY SOCIETY

Granum & District Canada Day Society  
P.O. Box 381  
Granum, Alberta T0L 1A0  
Email: [canadaday@granum.community](mailto:canadaday@granum.community)

February 28, 2019

RECEIVED

FEB 22 2019

**Town of Claresholm**

Town Office  
221 – 45 Avenue West  
PO Box 1000  
Claresholm, AB T0L 0T0

Dear Mayor and Council,

Granum has become the place for Canada Day Fireworks in our region of Southwestern Alberta. We are welcoming our neighbouring municipalities to come together in celebration of Canada's 152<sup>nd</sup> Birthday.

Canada Day in Granum begins with a pancake breakfast at the Granum Drop-In Center, followed by the annual Canada Day Parade through the streets of Granum. Further activities will include the Remington Carriage ride, food, fun, games, entertainment, and birthday cake at Granview Park. These festivities will be followed by supper at the Golf Club House, which has the best location for viewing for fireworks show.

We are combining forces with the Granum Historical Board who have invited B.A.C.A. Bikers Against Child Abuse, to develop the theme, Rockabilly.

On behalf of the Granum & District Canada Day Society, I would like to take this opportunity to thank you for support of past Canada Day celebrations in Granum. Your generous support has been instrumental in making this event a great success.

We are reaching out for sponsorships and we hope we can count on you to help make our 2019 event our best one yet! Any donation, large or small, is greatly appreciated and will be recognized.

We would also like to invite the Mayor & Councillors to take part in the festivities. We would like very much to have you as dignitaries in our Parade and the Cake Cutting Ceremony.

We thank you in advance for your support of this small-town community event celebrating all things Canadian!

Sincerely,

Wendy Kennedy

Secretary

Granum & District Canada Day Society  
(403) 687-2115

[canadaday@granum.community](mailto:canadaday@granum.community)

[www.granum.community/canadaday](http://www.granum.community/canadaday)

## Karine Keys

---

**From:** Les Hagen <hagen@ash.ca>  
**Sent:** Tuesday, February 26, 2019 8:59 AM  
**To:** Karine Keys; Jason Hemmaway  
**Subject:** Request for letter of support for ASH proposal  
**Attachments:** Sample SUAP letter for potential beneficiaries.docx

Hi Karine and Jason.

Congratulations once again on winning the Smoke-Free Spaces award. We will be sending you the certificate and a related package shortly.

ASH and its western partners have submitted a grant proposal to Health Canada to scale-up our Alberta efforts to support municipalities, school boards and post-secondary institutions in the development of effective tobacco/smoking bylaws and policies.

The funding would be provided by Health Canada's Substance Use and Addictions Program (SUAP).

If this project is funded, we will be able to extend our Alberta outreach efforts for another three years and will be expanding these activities to all four Western provinces.

We are seeking letters of support from organizations that we have assisted over the past two years.

Can you please provide us with a letter of support for this important project?

I have attached a sample letter that you can use as a guide but please feel free to put the letter in your own words.

Please let me know if you require any further information.

Thank you!

Les  
780-919-5546

-----  
Les Hagen, M.S.M.  
Executive Director  
[Action on Smoking & Health \(ASH Canada\)](#)  
3-300 – 11405 – 87 Avenue  
Edmonton, Alberta  
CANADA T6G 1C9  
Tel: 780-919-5546  
Fax: 780-492-0364  
Email: [hagen@ash.ca](mailto:hagen@ash.ca)

***ash.ca***  
***action on smoking & health***

## Sample Letter

Dear SUAP proposal reviewers:

RE: ASH Proposal to Prevent the Renormalization of Public Smoking in Western Canada

On behalf of (my organization), I extend our full support for the SUAP proposal submitted by ASH and its coalition partners in the four western provinces.

I believe that many municipalities, school boards and post-secondary institutions would benefit from ASH's efforts to reduce and prevent tobacco use in Alberta. We fully support its efforts to extend ASH's current activities in Alberta and to expand this work to other western provinces.

The intended impact of the project is to support the development of smoking/tobacco bylaws and policies and to prevent the renormalization of public smoking that may result from cannabis legalization and the widespread use of cannabis products and vaping devices in public places.

This project would assist our organization by providing us with access to expertise, consultation, training, resource materials, how-to guides, new data and other information to help develop effective smoking bylaws/policies.

The project would also allow ASH and its Western partners to actively engage with policy makers and elected officials to help ensure that these policies/bylaws are adopted and implemented. These engagements would include providing letters of support, attending public hearings, and arranging meetings with key policy makers.

We are very concerned about the potential renormalization of public smoking that may result from cannabis legalization and the widespread use of vaping devices. We believe that this project will help our organization to avoid this potential consequence at our campuses/in our community.

We believe that ASH and its partners are very capable of implementing this important project especially based on the organization's success in Alberta. We understand that this project involves extending and scaling up current Alberta activities which has contributed to the development of over 30 bylaws and policies in Alberta since 2016.

If extended and expanded, the ASH project has the potential engage many more municipalities, school boards and post-secondary institutions in efforts to reduce and prevent tobacco use and to protect children and nonsmokers from secondhand smoke.

We urge Health Canada to extend and expand this important work for the benefit of municipalities, school boards and post-secondaries throughout western Canada.

Sincerely,

**From:** President <[President@auma.ca](mailto:President@auma.ca)>

**Sent:** February 28, 2019 8:58 AM

**Subject:** Amplify Our Municipal Voice For Responsible Resource Development

Hello municipal colleagues,

Earlier this month, I met with our sister municipal associations across Western Canada to discuss forming a **Resource Communities of Canada** Coalition. We agreed there is a need to coordinate our Canadian municipal voice to:

- Advocate for a responsible resource industry.
- Ensure municipal perspectives are being heard on issues impacting resource development.
- Share factual information regarding resource development interests.

I invite you all to become involved in this movement. The Canadian resource industry is the backbone of our economy and is key to Canada's future prosperity. Whether you are a summer village or a large urban center, there are direct and indirect economic benefits that will impact your community. I ask that you pass a motion at your next Council meeting to support the Resource Communities of Canada Coalition to ensure our municipal voice is heard. I have attached a motion template for you to use.

Our first three major activities are:

### **1. Education Campaign at FCM Conference in Quebec**

We want to enhance the support of energy infrastructure projects by educating elected officials and the public about the benefits of the resource and energy industry at the FCM Conference. We are currently working with a group of experts to solidify the messages and approach for the educational campaign. Stay tuned in the coming weeks for more information on the campaign and how you can get involved.

### **2. Bill C-69 Advocacy**

Although many people have termed Bill C-69 as the "pipeline" bill, we very are concerned that the proposed amendments to Bill C-69 will have a significant impact on municipalities, such as:

- Directly impacting municipal land-use planning, construction and maintenance of infrastructure.
- More municipal infrastructure projects falling under federal review.
- Additional financial and administrative costs being added to municipal operations.

I met with a group of independent Canadian senators on February 1st to discuss Bill C-69. This was important because the Canadian Senators can propose amendments before the House of Commons votes on the bill, likely during this session of parliament. We have also requested another meeting with the Senators in the near future.

### 3. Formally Establish the Resource Communities of Canada

Although activities are already underway, we do want to formalize our group with a detailed terms of reference. We will be focusing on this after the educational campaign at the FCM Conference.

There is great power in a structured and coordinated approach to represent municipal resource development interests across the country.

Please support the Resource Communities of Canada to ensure our municipal perspectives are heard by passing a motion at your next council meeting. Please let me know if your council passed the motion or if you have any questions by emailing [president@auma.ca](mailto:president@auma.ca).

Best regards,

**Barry Morishita** | President  
Mayor, City of Brooks

---

C: 403.363.9224 | [president@auma.ca](mailto:president@auma.ca)

Alberta Municipal Place | 300 8616-51 Ave Edmonton, AB T6E 6E6

Toll Free: 310-AUMA | [www.auma.ca](http://www.auma.ca)



Report Number: (Report Number)

Meeting: (Meeting Name)

Meeting Date: (Date)

#### NOTICE OF MOTION

RE: (Name of Municipality) Joining the Resource Communities of Canada Coalition

Sponsoring Councillor: (Name of Councillor)

WHEREAS responsible resource development is essential for the future of Canadian municipalities.

WHEREAS there is a need to coordinate the Canadian municipal voice to:

1. Advocate for a responsible resource industry.
2. Ensure municipal perspectives are being heard on issues impacting resource development.
3. Share factual information regarding resource development interests.

WHEREAS the Alberta Urban Municipalities Association (AUMA) and other municipal associations across Western Canada have created a Resource Communities of Canada Coalition to facilitate a coordinated approach to represent municipal resource development interests across the country.

WHEREAS the Alberta Urban Municipalities Association (AUMA) and other municipal associations across Western Canada are asking municipalities to support the Resource Communities of Canada Coalition.

NOW THEREFORE BE IT RESOLVED THAT COUNCIL:

Approve (Name of Municipality) to support the Resource Communities of Canada Coalition.



WE ARE  
economies  
OF SCALE

WE ARE THE  
support  
YOU NEED



WE ARE THE  
experts  
IN MUNICIPALITIES

WE ARE YOUR  
advocate

March 6, 2019

His Worship Doug MacPherson  
Mayor, Town of Claresholm  
PO Box 1000  
Claresholm AB T0L 0T0

**Total premiums paid in 2017: \$182,623.27**  
**2018: \$179,544.15**  
**2019: \$164,340.22**  
**Discount from 2018 to 2019: \$15,203.93 or 8.47%**  
**Discount from 2017 to 2019: \$18,283.05 or 10%**

Hello Mayor MacPherson:

### **We Reduced Our Insurance Premiums By \$1.5 Million**

In addition to providing solutions-based advocacy, AUMA offers a variety of competitively-priced business services through our wholly-owned subsidiary, Alberta Municipal Services Corporation (AMSC). One of our services is our municipally-focused insurance program. We provide a wide range of coverages for all your municipal needs. Coverages that protect your municipality from losses, including:

- Injuries on a municipal property, such as a trip and fall on a sidewalk.
- Damage to a municipal building, like a flood in your local hockey arena.
- Physical damage to a municipal vehicle that was involved in an accident.

The foundation for these coverages is provided through our subscriber-owned insurance pool.

#### **BENEFITS OF OUR POOL**

We administer our insurance pool to the advantage of our subscribers. The pool has enjoyed great success managing risk over the last two years. As AMSC's Board Chair, I am very happy to tell you that in February, we returned \$1.5 million to our subscribers through premium reductions. This means that municipalities who subscribe to our pool would have received a **5 to 20% decrease in their 2019 premiums.**

This is a prime example of the benefits of an insurance pool. Our subscribers are seeing a reduction in premiums while pricing for global commercial insurance increased for the fifth consecutive quarter. We use the power of our insurance pool to shield our subscribers from market shocks like this, providing them with price stability and competitive premiums.

Anyone who has made a claim on their insurance policy knows that our staff will work with you to ensure the best possible result. They will consult with you and guide you through the process. Unlike other insurers, we go above and beyond to get your claim paid.

#### **JOIN OUR POOL**

As a member of AUMA, we are here to support your municipality. We are happy to give you unbiased advice to ensure your municipality has the right insurance coverage at the right price.

If you would like to know more about how your municipality can benefit from subscribing to our municipal insurance pool and participating in premium rebates, I encourage you to contact our friendly and knowledgeable Client Development team at 310-AUMA (2869) or [clientdevelopment@auma.ca](mailto:clientdevelopment@auma.ca).

Best regards,

Barry Morishita  
AMSC Board Chair

cc: Marian Carlson, Chief Administrative Officer, Town of Claresholm

## Karine Keys

---

**From:** Cora Steel <cora.steel87@gmail.com>  
**Sent:** Wednesday, March 6, 2019 4:41 PM  
**To:** Karine Keys  
**Subject:** 2019 Arena Rate Proposal

Hello Karine,

I am writing on behalf of the Claresholm Minor Lacrosse Association. We are preparing for our 2019 season and we are beginning to plan the dates and times we would like to rent the arena.

Our season starts April 2, 2019 and runs until June 25, 2019, our practices would run Tuesday and Thursday from 4pm to tentatively 9pm. We know May 9<sup>th</sup> is already booked for Cares, so we would like to just skip this day. We will know exact time needed when we have teams set. For our home games we would need the arena on Saturdays and Sundays. Julie Day is the scheduler for SALA regarding games and can get in contact with you to book the dates and times needed.

Once we have finished registration and have an exact number of registrants, we can then determine teams and game schedules.

We have been told the rate of the arena has changed and with that in mind we are hoping because we are yearly renters you will give us a fair price, like we paid in 2017 and years prior. We would like to thank the Town of Claresholm for their continued support of this community sport. Your support makes our organization run and kids in our community are able to play a game they love.

Thank you for your time and consideration on this matter. If you have any questions or require additional information, please contact myself 403-849-0063 ([cora.steel87@gmail.com](mailto:cora.steel87@gmail.com)), or Mellissa Bremner at 403-625-9377 ([mellissabremner@gmail.com](mailto:mellissabremner@gmail.com))

Sincerely,

Cora Steel  
Secretary  
Claresholm Lacrosse Association





# INFORMATION BRIEF

Meeting: March 11, 2019  
Agenda Item: 12

---

## ARENA USAGE – CLARESHOLM ROCKMEN LACROSSE

---

### **DESCRIPTION:**

Claresholm Rockmen Lacrosse is requesting to be charged the same rates they were given in 2014, 2015, 2016 and 2017 for the use of the arena in 2019. The arena was unavailable in 2018 for use.

### **BACKGROUND:**

The regular rate for rental of the arena floor (without ice) for non-profits increased from \$55 per day to \$57.75 as of September 2018. The following motion was passed in 2017:

*Moved by Councillor Ford to allow Claresholm Minor Lacrosse to use the Arena concrete surface for \$90 per week plus GST for practices for May to July 2017 and charge them \$57 per hour plus GST for Saturday and Sunday games as needed.*

In the new fee schedule, the rate for practices should be \$39.00 per hour (no attendant required) and \$57.75 per hour for games (with attendant).

In their request, Lacrosse is asking to use the arena from 4:00 to 9:00pm for practices on Tuesdays and Thursdays. They will have games on Saturdays and Sundays.

Lacrosse has indicated that they are short on funds this year. They are doing fundraising for subsidizing tournaments and for equipment.

---

PREPARED BY: Karine Keys, Finance Assistant

APPROVED BY: Marian Carlson, CLGM, CAO

DATE: March 8, 2019

---

## SCHEDULE A: CLARESHOLM ARENA

	Current	2018 (Eff. Sept 1)	2019 (Eff. Sept 1)
<b>ICE RENTALS</b>			
Prime Time Ice Rental (/hr) <i>Youth, Minor Hockey</i>	\$63.00	\$66.15	\$69.50
Prime Time Ice Rental (/hr) <i>Adult</i>	\$90.75	\$95.30	\$100.00
Non Prime Time (/hr) <i>Youth</i>	\$41.00	\$43.05	\$45.20
AA & Adult (/hr)	\$90.75	\$95.30	\$100.00
Out Of Town (/hr) <i>Youth</i>	\$110.00	\$115.50	\$121.25
Out Of Town Adult (/hr)	\$110.00	\$121.00	\$127.00
Arena Floor (/hr) <i>Non Profit</i>	\$55.00	\$57.75	\$60.60
Stat Holiday Rental <i>25% on top of regular fees</i>		+25%	+25%
Out of Town Tournament Fee / Mezzanine Rental (/Day) <i>Inc. Lobby</i>	\$55.00	\$57.75	\$60.60
Damage / Security Deposit <i>Tournaments &amp; Special Events</i>	\$400.00	\$400.00	\$400.00
<b>LOBBY RENTAL</b>			
Lobby Rental <i>Non Profit DAY</i> <i>Includes Mezzanine</i>	\$55.00	\$57.75	\$60.60
Lobby Rental <i>Non Profit Evening</i> <i>Includes Mezzanine</i>	\$30.00	\$31.50	\$33.00
Lobby Rental <i>Profit DAY</i> <i>Includes Mezzanine</i>	\$100.00	\$105.00	\$110.25
Lobby Rental <i>Profit Evening</i> <i>Includes Mezzanine</i>	\$50.00	\$52.50	\$55.20
<b>ADMISSIONS &amp; PASSES</b>			
School Use ( <i>Joint Use Agreement</i> )	NO CHARGE	NO CHARGE	NO CHARGE
Open/Public Skating	NO CHARGE	NO CHARGE	NO CHARGE
Public Skating ( <i>Corporate Sponsors</i> )	\$500.00	<i>*Find Sponsor Open Skate</i>	<i>*Find Sponsor Open Skate</i>
<b>SUMMER RATES</b>			
Recreational Use/Hour <i>Pickleball, Ball hockey, Lacrosse</i>	\$37.30	\$39.00	\$41.00
Recreational Use (/DAY)	\$250.00	\$270.00	\$285.00
Community Non Profit (/DAY)	\$150.00	\$160.00	\$168.00
Commercial Use (/DAY)	\$650.00	\$683.00	\$695.00
<b>STORAGE &amp; MISC. RENTAL</b>			
Concession Rental (/YR)	\$1,000.00	\$1,250.00	\$1,500.00
Storage (Mezzanine / Small) (/YR)	\$300.00	\$310.00	\$320.00
Storage (Large) (/YR)	\$600.00	\$620.00	\$640.00

February 19, 2009

To: Town of Claresholm

Dear Council,

It has come to my attention that a couple of public organizations in Claresholm (the library comes to mind as the worse case) has experienced high staff turnover. When one person leaves a job, I can't really draw effective conclusions. But when a number of people leave at the same time, or when there is a high staff turnover over a short period of time, I would take this as an indication that there is something wrong with the job rather than the employee(s). And if there is something about the job that is causing employees to leave, the obvious triggers are bad working conditions or bad management - or both.

As a person who pays a considerable amount in taxes each year, I like to see that the money is well spent. Some of my tax dollars go towards supporting the library, the swimming pool, the museum as well as other venues. I would like to see these organizations well-run, with good management and good working conditions. I applaud all the effort put in by both paid and unpaid managers - but I would like to see less turnover, less infighting, and more cooperation between managers and employees. All people are worthy of respect and consideration, regardless of whether they are in a management position or not. It seems to me that a number of employees have not been treated so under the current management system(s).

May I suggest that a certain amount of our tax money be spent on training for managers? The situation at the library indicates that supervisory staff, as well as those who hire and fire, are unacquainted with the basics of human kindness and courtesy. If this is reflected from our council down, it is a serious issue. I would support management training for councillors, too, since you are all in the position of working with people under you. Your attitudes and behaviour towards employees will be reflected in those that you hire to manage our venues.

I'd like to end by thanking you for all the good work you do for our community. I know that you do a lot.

Sincerely,

Cynthia Wannamaker

4907 - 4 th Street West





# REQUEST FOR DIRECTION

Meeting: March 11, 2019  
Agenda Item: 14

---

## OUTDOOR MARKETS

---

### **BACKGROUND:**

The organizer of last year's Downtown markets has submitted a request for use of Amundsen Park for outdoor markets for the 2019 year, as per the attached letter. The request is for four markets to take place Thursdays from 4-7pm. In 2018, the group hosted the markets Saturdays, but would like to change the day to have more people in the area.

Council passed the following motion at the May 14, 2018 meeting for the 2018 market season:

Moved by Councillor Moore to allow the organizers of the downtown markets to use the downtown parking lot for the dates and times as proposed for the 2018 season. The Town will provide barricades for the events and set up the barricades for the Wednesday Farmers Market. Other than the west side parking stalls, barricades are not to be placed to block off entrances and exits to the parking lot for these events. If the markets become too large, this could be amended as necessary. Motion #18-063

Being that the Farmer's Markets have regulations on the types and numbers of businesses the group cannot combine with that event. As per the attached policy 5.7.01 any requests for use of Municipal Parks other than non-profit groups require Council approval. Additionally, as per the policy a user agreement may be entered into with the Town and the for-profit entity. This can ensure that the outdoor market group holds their own liability insurance, and business license as they are not a not-for-profit society.

In 2018 the market organizers were responsible to use the barricades provided and return them to the storage area. The organizers blocked off the west side parking stalls as approved for the Farmers Markets on Wednesdays. Infrastructure Services would work with the market to provide access to the washrooms/table if required.

### **OPTIONS:**

- Approve the request to host the four markets on Thursdays as proposed within Amundsen Park, upon the completion of a user agreement.
- Deny the request to host the markets within Amundsen Park.

### **RECOMMENDED ACTION:**

Moved by Councillor \_\_\_\_\_ to approve the request for the outdoor markets to take place in Amundsen Park as proposed, provided the group enters into a user agreement, provides the Town with a copy of liability insurance, and obtains a Town of Claresholm business license.

### **ATTACHMENTS:**

- 1.) Request Letter (email)
- 2.) Policy 5.7.01 (previously policy #Rec 07-14) – Municipal Park Events

PREPARED BY: Tara VanDellen, Planner/Development Officer

---

APPROVED BY: Marian Carlson, CLGM – CAO

DATE: March 5, 2019

---

**From:** Md Coombar <mdcoombar@aol.com>  
**Sent:** March 6, 2019 11:23 AM  
**To:** Tara VanDellen <Tara@claresholm.ca>  
**Subject:** Thank you have a great day!

Tuesday March 6, 2019

To whom it may concern,

I would like to inquire about holding outdoor markets in Claresholm at the Amundsen Park.

I would require access to the washrooms.

The dates that I am tentatively looking at are

Thursday May 23, 2019

Thursday June 6, 2019

Thursday July 8, 2019

Thursday August 1, 2019

The markets would run from 4pm-7pm on each of these days.

I will be getting the "mdcoombar marketing" license again for this year.

I have a call into the insurance company about Commercial liability insurance.

The DS and MLM companies involved in the market will change at times so unfortunately, I can not provide a list of who will be participating.

I am a little unfamiliar with how the park is set up now however from the look of the picture it looks as if possibly near the washrooms at the west end surrounded by the concrete square with the grass in the middle would be a good place.

Thank you,

If you have any questions please feel free to contact me

Tammy Barnes

403-360-2876

[mdcoombar@aol.com](mailto:mdcoombar@aol.com)



# Municipal Park Events

## Policy #REC 07-14

**PURPOSE:** To establish a consistent policy regarding the use of Municipal Park Facilities by the public for the purpose of charity or non-profit events. Events in community parks enhance the quality of life, provide entertainment, promote local economic health, attract visitors, and contribute to the dynamic atmosphere of the community.

**POLICY:**

In addition to the normal use of municipal parks, these areas are also meant to be used for special events. Not-for-profit organizations (or charity groups), may use the municipal park facilities at the discretion of the Chief Administrative Officer (CAO) of the Town of Claresholm.

**PARAMETERS:**

Formal requests to use any Municipal Park for any event must be presented to the CAO in writing (email or letter). The request must include details of the event such as:

- Date(s) and time(s) of the event
- Location(s) of the event
- Exact premises involved (use of structures of facilities, ex: restrooms)
- The name(s) of the individuals and/or groups involved
- The exact reason for the event
- The signatures of all parties involved

Requests should be submitted 14 days prior to the scheduled event to allow the Town of Claresholm appropriate amount of time for review and preparation of the municipal park facilities accordingly. Requests submitted on a shorter timeframe will still be considered, but restrictions may apply. A detailed sketch may be required with the request if you plan to use an outdoor tent, equipment, trailers, stages etc. Any requests for the use of Municipal Park Facilities that are for profit purposes or private functions will be referred to Town Council for approval. All users, regardless of usage, may be required to enter into a User Agreement.

**NOTE:**

The Town of Claresholm Administration will review each request and provide written response to the involved parties. The event must adhere to applicable Provincial, Federal and Municipal regulations. If an event is found to contravene Provincial, Federal or Municipal regulations, bylaws or policies, the event may be shut down immediately and future use of these municipal park facilities may be restricted from the user.

**EFFECTIVE DATE: JULY 15, 2014**



# REQUEST FOR DECISION

Meeting: March 11, 2019  
Agenda Item: 15

---

## LETTER OF SUPPORT COMMUNITY FOUNDATION GRANT

---

### **DESCRIPTION:**

Claresholm Arts Society continues to work on grant applications to secure funding for improvements to the Community Centre. In order to qualify for this program, an organization must be a CRA-registered charity, or be in partnership with a municipality or school. They are seeking the Town's support as a partner for their application to the Community Foundation of Lethbridge & Southwestern Alberta for a Community Priorities Grant. This grant will be used to upgrade the sound system at the Community Centre which will benefit events of all nature at the community centre. The grant deadline is March 15, 2019. This grant program is not a matching fund program, but any additional funds required will not be expected from the Town.

### **BACKGROUND:**

For further information regarding this grant program please visit their website: <http://www.cflsa.ca/granting>.

### **PROPOSED RESOLUTION:**

Moved by Councillor \_\_\_\_\_ to partner with the Claresholm Arts Society in support of their application to the Community Foundation of Lethbridge & Southwestern Alberta for the purpose of completing upgrades to the Community Centre's sound system.

### **ATTACHMENTS:**

- 1.) Request Letter

PREPARED BY: Tara VanDellen, Planner/Development Officer

---

APPROVED BY: Marian Carlson, CLGM, CAO

DATE: March 7, 2019

---



**PO Box 3082, Claresholm, Alberta, T0L 0T0**  
**cholmartssociety@gmail.com**

March 6, 2019

Claresholm Town Council  
Box 1000  
Claresholm, AB, T0L 0T0

Dear Mayor MacPherson and Councillors,

We, the Claresholm Arts Society, are writing to ask for a letter of support from the Town of Claresholm to assist in our application to the *Community Foundation of Lethbridge and Southwestern Alberta* ("the Foundation") for grant funding.

We are applying to the Foundation for assistance with the approximately \$23,000 needed for improvements at the sound system at the Claresholm Community Centre. As part of that application, we need to have a letter of support from the Town.

Our application is for assistance with the cost of purchasing and installing speakers in the main hall that would tie into the existing sound system. This would result in better sound for anyone using a microphone, making a presentation, funeral services, or for musical or theatrical performances.

If you have any further questions, please contact me at 625-2880 (work) or 625-0129 (cell).

Thank you for your assistance.

Sincerely,

Karen Linderman  
Vice-Chairperson





## Claresholm

### Town of Claresholm Income Statement by Object February 28, 2019

Revenue	FEBRUARY	2019 YTD	2019 BUDGET
Net municipal taxes	0.02	0.01	(3,209,158.88)
Special assessments	-	-	(12,934.00)
User fees and sales of goods	(267,361.96)	(302,758.58)	(2,595,640.00)
Government transfers for operating	(1,800.00)	(3,833.33)	(205,991.00)
Investment income	(7,638.04)	(16,455.30)	(70,000.00)
Penalties and costs of taxes	(3,807.74)	(25,076.99)	(126,000.00)
Licenses and permits	(7,125.20)	(39,942.26)	(87,300.00)
Other local government transfers	(6,111.23)	-	(72,000.00)
Proceeds from disposal of capital assets	-	-	(40,000.00)
Franchise and concession contracts	(17,751.62)	(34,259.02)	(206,609.02)
Rental	(21,614.83)	(23,666.35)	(113,250.00)
Other	(11,801.25)	(13,484.75)	(28,300.00)
Government transfers for capital	-	-	(3,220,331.00)
FCSS	(500.00)	(52,166.32)	(222,000.68)
	<b>(345,511.85)</b>	<b>(511,642.89)</b>	<b>(10,209,514.58)</b>
<b>Expenses</b>			
Salaries, wages and benefits	213,353.47	335,121.21	3,018,810.78
Contracted and general services	226,750.67	365,269.75	1,296,458.80
Materials, goods, supplies, and utilities	62,478.45	101,301.47	1,252,803.00
Bank charges and short-term interest	18.17	48.95	-
Interest on long-term debt	-	-	240,989.00
Other expenditures	2,517.26	4,398.61	31,440.00
Transfers to organizations and others	9,758.50	93,929.94	337,042.00
Purchases from other governments	-	-	-
Amortization	-	-	2,122,723.29
	<b>514,876.52</b>	<b>900,069.93</b>	<b>8,300,266.87</b>
<b>Net Income</b>	<b>165,367.44</b>	<b>384,429.81</b>	<b>(1,909,247.71)</b>
<b>Other</b>			
Transfers to/from reserves	-	-	(232,197.00)
Capital expenditures	135,415.00	141,215.00	6,699,831.00
Debt Proceeds	-	-	(2,800,000.00)
Debt Principal Repayment	-	-	364,337.00
Amortization addback	-	-	(2,122,723.29)
	<b>300,782.44</b>	<b>525,644.81</b>	<b>0.00</b>

#### Notes



**Town of Claresholm**  
**Income Statement by Function**  
**February 28, 2019**

Revenue	FEBRUARY	2019 YTD	2019 BUDGET
Tax and requisition revenue	(27,014.43)	(71,843.35)	(3,551,767.90)
General administration revenue	(8,666.14)	(26,624.24)	(274,800.00)
Police	(1,992.80)	(4,068.20)	(33,000.00)
Fire	(15,311.23)	(9,200.00)	(67,000.00)
Bylaw enforcement	(1,595.15)	(7,104.75)	(50,400.00)
Roads, streets, walks, lighting	-	-	(40,000.00)
Airport	-	-	(5,000.00)
Storm sewers and drainage	-	-	(2,585,823.00)
Water supply and distribution	(130,800.37)	(149,936.00)	(1,560,500.00)
Wastewater treatment and disposal	(43,914.54)	(43,929.80)	(390,162.00)
Garbage Collection	(53,613.00)	(53,699.00)	(413,500.00)
Recycling	(24,187.14)	(25,623.32)	(163,500.00)
FCSS	(500.00)	(52,166.32)	(222,000.68)
Cemetery	(2,925.00)	(3,525.00)	(17,300.00)
Physician recruitment	-	-	-
Economic development	(1,800.00)	(3,833.33)	(17,000.00)
Land use planning, zoning and development	(1,805.20)	(15,542.26)	(54,600.00)
Parks and recreation	(31,386.85)	(44,547.32)	(745,870.00)
Culture - libraries and museum	-	-	(17,291.00)
	<b>(345,511.85)</b>	<b>(511,642.89)</b>	<b>(10,209,514.58)</b>
<b>Expenses</b>			
Legislative	8,830.81	8,830.81	113,500.00
Administration	218,453.13	311,438.63	1,370,606.90
Fire	23,715.27	36,038.44	186,904.39
Bylaw enforcement	14,073.98	20,963.88	109,724.56
Common and equipment pool	58,006.28	73,841.65	541,055.56
Roads, streets, walks and lighting	20,256.14	25,492.94	845,063.45
Airport	2,660.64	2,660.64	16,029.78
Storm sewers and drainage	64.46	64.46	205,880.59
Water supply and distribution	43,951.30	60,256.86	1,717,499.55
Wastewater treatment and disposal	5,490.53	10,551.56	534,121.18
Garbage Collection	23,118.94	35,454.71	396,354.52
Recycling	11,064.16	18,544.34	174,126.32
FCSS	17,347.18	29,479.67	244,609.80
Daycare	3,183.50	6,367.00	38,202.00
Cemetery	462.42	786.12	18,839.78
Physician recruitment	-	-	3,000.00
Economic development	7,927.60	38,463.17	192,658.27
Agriculture - weed and pest control	140.50	281.00	50,099.87
Land use planning, zoning and development	7,385.81	50,993.14	197,845.01
Parks and recreation	45,929.68	96,184.40	964,715.24
Culture - libraries and museum	2,814.19	73,376.51	379,430.10
	<b>514,876.52</b>	<b>900,069.93</b>	<b>8,300,266.87</b>
<b>Net Income</b>	<b>165,367.44</b>	<b>384,429.81</b>	<b>(1,909,247.71)</b>

Notes:



**Claresholm**

# INFORMATION BRIEF

Meeting: March 11, 2019  
Agenda Item: 17

---

## CLARESHOLM CHILD CARE SOCIETY – CFEP GRANT

---

### **DESCRIPTION / BACKGROUND:**

The Claresholm Child Care Society applied for a Community Facility Enhancement Program (CFEP) grant to help fund the renovation of the Multi-Use Building, covering a portion of the costs related to their part of the building. This grant application was submitted as part of the CFEP Large Stream Grant which is eligible for grant amounts from \$125,001 to \$1,000,000.

At the time of the application the estimate from the architects for the renovation of the day care portion of the building was approximately \$460,000. CFEP grants provide up to 50% funding of a project and therefore the application was for a grant request in the amount of \$230,013.

On March 7, 2019 the Claresholm Child Care Society received word from the Alberta Government advising them that they were successful in their grant application and that they have been approved for \$230,013.

### ATTACHMENTS:

- 1.) CFEP Letter

---

PREPARED BY: Blair Bullock, CPA, CA – Director of Corporate Services

APPROVED BY: Marian Carlson, CLGM – CAO

DATE: March 7, 2019

---



ALBERTA  
CULTURE AND TOURISM

*Office of the Minister  
MLA, Calgary-Cross*

March 7, 2019

Mrs. Mireille Rigaux  
Claresholm Child Care Society  
PO Box 271  
Claresholm, AB T0L 0T0

Dear Mrs. Rigaux:

The CFEP Large Grant is administered by Alberta Culture and Tourism and aims to foster healthy, vibrant communities across Alberta.

On behalf of the Government of Alberta, I am pleased to advise you that your Community Facility Enhancement Program (CFEP) Large Grant Application No. CFEP-070847 to assist the Claresholm Child Care Society with facility upgrades has been approved for \$230,013.

The CFEP Large Grant funding approvals require the grant recipient to enter into a formal grant agreement with the ministry outlining the terms and conditions of the grant funding prior to the cheque being released. CFEP staff will provide the grant agreement and, once this document has been signed by the grant recipient and the ministry representative, the cheque will be forwarded.

Your organization is to be commended on its hard work in connection with this large community project. It will have a positive effect on the quality of life in our community.

If you have any inquiries, you may contact CFEP program administration at 1-800-642-3855.

I wish you continued success with your important work.

Best regards,

Ricardo Miranda  
Minister

Strategies

**YEAR 2**

<b>YEAR 2</b>		<b>Update on Progress</b>
<b>POLICY &amp; PLANNING</b>		
<b>3 Year Operations Plan and 5 Year Capital Plan</b>		
Complete first official 3 year operating and 5 year capital plan		Complete - Passed February 11, 2019
Update, modify and extend financial plans for 2020.		Work will start on this during budget process in the late summer/fall
<b>Multi Use Community Facility</b>		
Award tenders and begin construction		Further investigation required, change of scope being investigated.
<b>Intermunicipal Development Plan (IDP)</b>		
Continue work with ORRSC to prepare draft plan to present to the public at an Open House		ORRSC contracted, project ongoing.
Hold Public Hearing and adopt Bylaw		Scheduled for June 12, 2019 at the MD Administration Building.
<b>Intermunicipal Collaboration Framework (ICF)</b>		
Continue discussions with review of services that could be better served intermunicipally along with review of financial consideration		Final meeting scheduled for June 17, 2019 with CAO's and senior staff, with a sub-committee meeting scheduled for March 21, 2019 with Financial staff from each municipality to review services/contract list and review financial analysis of services and TCA deficits. Significant progress and clarity has been achieved thusfar and has been a very positive process.
<b>Industrial Study on Annexed Lands</b>		
Develop land use policy and regulations pertaining to future industrial and commercial development		ASP for Starline Business Park adopted December 10, 2018
Develop a concept plan for the 120 acre parcel		ASP for Starline Business Park adopted December 10, 2018. Project complete.

**Strategies**

<b>YEAR 2</b>		<b>Update on Progress</b>
	Develop an Area Structure Plan (ASP) for Phase I	ASP adopted for all phases December 10, 2018. Project complete.
<b>Stormwater Infrastructure</b>		
	Complete Phase I	Continued improvements are underway with a scope change to Phase 1 to expand the project due to previous portions being completed under budget. Current work to our Storm Water Infrastructure is through the Golf Course, and work will continue as weather allows (frost must be out of the ground).
	Tender Phase 2 if ACRP grant application is successful	Government Funding has been applied for for Phase II of the Stormwater Infrastructure improvement project. Project is on hold until funding received. This project if funded, will be in Centennial Park and include new piping to the South, under the secondary highway 520, back to the golf course. These repairs/improvements were recommended in our 2016 Master Drainage Plan.
	File grant applications for Phase 3	Not started. Still waiting to hear on Phase 2 application.
<b>Development Processes</b>		
	Provide online service to streamline permit process	Bizpal initiated and added to the website. All permitting/contact info/ bylaws on website. Email applications accepted with e-transfer payments also accepted. Project complete.
	Review development process to identify potential efficiencies	MPC and Gavin Scott from ORRSC to review for potential land use bylaw amendments in 2019. Development Policy review underway.
<b>ECONOMIC &amp; COMMUNITY DEVELOPMENT</b>		
<b>Support the Economic Development Committee</b>		
	Develop a 3 year Business Plan	3 Year Business Plan adopted by Council January 28, 2019 Complete
<b>Develop a Strategy for Challenging Land Owners</b>		

**Strategies**

<b>YEAR 2</b>	<b>Update on Progress</b>
	<p>With the help of local realtors, building and landowners, Brady has begun drafting a living-working document that works to identify all building and land opportunities for rent, lease, or purchase, in and around Claresholm. This includes points of contact, history, pricing, and challenges existing. Systems are being created to assure that this document remains as up to date as possible, these include EDO notifications for any commercial change in utility billing or ownership, notifications for any new business licensing, and monthly contact calls with local realtors.</p>
<b>Develop Residential Land Resulting In Diverse Housing</b>	
Continue work with landowners to encourage development through potential partnerships	Brady continues to build relationships with landowners and gain a better understanding of price and availability.
<b>Develop Light Industrial (Annexed Lands)</b>	
Develop land use strategy that takes into account highest and best use	Project complete.
Undertake an Opportunities and Constraints analysis	Project complete.
Develop logical phasing plan to phase	ASP adopted for all phases December 10, 2018. Project
Develop a Financing and Cost Sharing	FIA and Cost Sharing Models complete.
Undertake a market analysis	Market analysis is complete.
Undertake recommended phasing plan to phase development	<p>Phase 1 has been included in the draft 5 year capital plan. The Infrastructure Services Dept has been working with WSP to complete the development plan for servicing of the newly annexed industrial lands.</p>
<b>Implement Economic Development Business Plan</b>	
<b>Continue with Revitalization of Downtown &amp; Highway Corridor</b>	

Strategies

YEAR 2		Update on Progress
	Gateway signs, mural maintenance	LED additions to the Gateway signs have been installed. Still addressing some programming issues and working on covering the backs of the LED panels.
<b>GOVERNANCE &amp; INTERNAL OPERATIONS</b>		
<b>Ensure Ongoing Public Participation</b>		
	Quarterly Open Houses	Open House held February 28, 2019. Next open house
	Create opportunities for meaningful public participation as per the Public Participation Policy #COUN 05-18(a)	Continue with open houses and surveys.
<b>Administration and Council Policies</b>		
	Complete review and update of policies	Ongoing - Council adopted the new Policy Manual structure and policy numbering structure on January 28th and first set of updated policies was presented and passed at that time as well. Admin Services Committee has a meeting scheduled for March 11, 2019 to review the second set of policies.
<b>Address Legislative Changes in a Timely Fashion</b>		
	Continue using tracking worksheet to identify changes required and progress	Monitoring of changes is ongoing.
	Continue to review and update Bylaws	Ongoing
	Ensure ongoing training for qualified operators/staff	Ongoing
<b>PARTNERSHIPS, COLLABORATIONS, RELATIONSHIPS</b>		
<b>Build Government Relations at All Levels</b>		
	MLA, MP and surrounding municipal Councils at least bi-annual social	Meeting held with the MD of Willow Creek on December 19, 2018
<b>Strengthen Stakeholder Relationships</b>		



**Strategies**

<b>YEAR 2</b>		<b>Update on Progress</b>
	Encourage presentations to Council, visit organizations to build relationships and have a presence in the community	Sparta House invited to September 24, 2018 Council meeting to present on their services.
<b>Relationships with AHS and Other Service Providers</b>		
	Continue to Enhance Relationships with AHS and Other Service Providers	
<b>VIBRANT COMMUNITY, QUALITY OF LIFE</b>		
<b>Investigate Opportunities for Various Types of Housing</b>		
	Work with landowners and developers to encourage housing development	Ongoing meetings with developers to discuss potential developments, and assist as required.
<b>Traffic &amp; Police Enforcement</b>		
	Continue partnership for CPO services	CPO Partnership with Fort Macleod has been terminated. In processes of Training our own CPO 1 Officer.
	Continue work with Alberta Transportation and RCMP on enforcement measures on highway #2	A request to extend the 50&70 km/h zones was denied by AB Transportation. An investigation into red light camera/photo radar was initiated and we do not qualify because our population is less than 5000 people and we do not have our own paid police force. RCMP have increased traffic light patrol and highway #2 patrols. No joint radar blitz in conjunction with the RCMP took place. Sherriff unit was in town and the DOT's at the scale several times. Traffic calming radar signs not in use during the winter, but will put out again come spring/summer.
<b>Expansion of Pathways</b>		
	Complete pathway on 8th Street West from 59 Ave West to Derochie Drive	Completed
	Complete pathway from Porcupine Hills Lodge to Patterson Park	Completed

Strategies

**YEAR 2**

<b>YEAR 2</b>		<b>Update on Progress</b>
	Complete pathways and access road system at Stormwater Management Facility	Completed
	Work with service clubs to continue pathway along 8th Street from Westlynn Drive to South access of Water Treatment Plant	Pathway Expansion was approved in budget 2019 and another section along 8th St. West is planned to connect the existing pathways in the SW to the sidewalk system. Grant funding application being drafted.
<b>Improvement of Parks</b>		
	Continue improvement and upgrade of parks as identified in the Parks and Recreation Master Plan	Postponed development of Amundsen Park to 2020 to allow time for a committee to be struck and create redevelopment plans. Committee has met 2 times, engaging many user groups and services clubs in this process. Next meeting is March 19 as noted below.
<b>Support the Arts Community</b>		
	Redevelopment of Amundsen Park to include amphitheatre for outdoor performances	Next meeting scheduled for March 19, 2019.
<b>Safety Programs and Sidewalk Safety</b>		
	Risk Reduction and Sidewalk Infrastructure	We are continuing our Risk reduction program in 2019 for liability reduction and the continued improvements to our sidewalk infrastructure responsibly.



# INFORMATION BRIEF

Meeting: March 11, 2019

Agenda Item:

## COUNCIL RESOLUTION STATUS

Regular Scheduled Meeting - May 14, 2018				
14	CORRES: Claresholm & District Transportation Society - Moved by Councillor Schulze to refer discussion on taxi tokens to Administration for further research and information and to report back to Council, and also have the Claresholm & District Transportation Society come and make a presentation to Council as a Delegation if possible. CARRIED MOTION #18-067	Blair/Karine	Transportation Society was to present to Council as a Delegation on September 10, 2018 but asked to postpone to January 2019. They will resubmit their interest to Council at a future date.	Complete
Regular Scheduled Meeting - November 13, 2018				
18a	IN CAMERA: Moved by Councillor Schulze to support the concept and approach recommended by the Regional Fire Services Study Steering Committee, and further to support the approach and guiding principles for the remaining components of the Intermunicipal Collaboration Framework. CARRIED MOTION #18-176	Marian	Notification sent to the other municipalities. Will meet with CAO's & consultant to begin drafting the master agreement. Meetings scheduled for February 4 & 5, 2019. Next meeting scheduled for April 5th.	In progress
Regular Scheduled Meeting - January 28, 2019				
8	RFD: Policy Manual Review - Moved by Councillor Cutler to adopt the renumbering of all Town Policies effective January 28, 2019 as presented. CARRIED MOTION #19-010	Blair/Darlene	Policy manuals have been updated	Complete
Regular Scheduled Meeting - February 11, 2019				
9	RFD: Peace Officer Vehicle Upgrades - Moved by Councillor Schlossberger to approve the out of budget expenditure to upgrade the Bylaw Enforcement/Peace Officer vehicle to a maximum of \$10,500 to be funded out of the Bylaw Enforcement Vehicle Capital Reserve Fund. CARRIED MOTION #19-016	Blair	Work has been scheduled for the Vehicle	In Progress
10	RFD: EV Charging Station - Moved by Councillor Schlossberger to approve the License Agreement with ATCO Power (2010) Ltd. as presented, and to approve option 2 from the proposed locations. CARRIED MOTION #19-017	Brady	Waiting for ATCO to complete assessment of the area	In Progress

12	RFDirection: Council Youth Program - Council directed Administration to gather information and bring this matter back to Council for further discussion at a future meeting.	Blair/Allison	Completing further research and discussions with the School Division and other Communities with similar programs in place	In Progress
<b>Regular Scheduled Meeting - February 25, 2019</b>				
1	BYLAW #1650 - Cemetery - Referred to Administration to make changes prior to 1st Reading.	Marianna/Mike	Amendments completed and presented again for first reading	Complete
2	CORRES: Porcupine Hills Classic Cruisers - Moved by Councillor Cutler to allow the Porcupine Hills Classic Cruisers to host their event at the Centennial Park Ball Diamonds on August 11, 2019. CARRIED MOTION #19-020	Karine	Letter sent	Complete
3	RFD: Compliance Policy - Moved by Councillor Schlossberger to adopt Policy #5.6.02 "Compliance Policy" effective February 25, 2019 as presented. CARRIED MOTION #19-021	Tara	Manuals updated	Complete
4	RFD: Good Neighbour Fence Policy - Moved by Councillor Zimmer to adopt Policy #5.6.11 "Good Neighbor Fence Policy" effective February 25, 2019 as presented. CARRIED MOTION #19-022	Tara	Manuals updated	Complete
5	RFD: Appointment - DEM - Moved by Councillor Cutler to appoint Jason Hemmaway as the Director of Emergency Management for the Town of Claresholm effective February 25, 2019. CARRIED MOTION #19-023	Marian/Jason	Appointment complete	Complete
6	RFD: Rural & Northern Immigration Pilot Application - Moved by Councillor Schlossberger to approve the Town of Claresholm Economic Development Application for the Government of Canada's Rural and Northern Immigration Pilot, provided that another local or regional immigrant-servicing organization provides its written support, and given that all other requirements of the application are met prior to the March 1, 2019 application deadline. CARRIED MOTION #19-024	Brady	Application submitted on March 1st	Complete
7	RFD: 2019 Capital Infrastructure Project - Moved by Councillor Carlson to award the 2019 capital infrastructure project to McNally Contractors in the amount of \$481,116.50 plus GST and that an additional overbudget funding of \$11,500 be approved out of the General Capital Reserve. CARRIED MOTION #19-025	Mike/Blair	Contract with McNally has been signed.	Complete
8	RFDirection: Name for Storm Water Management Facility - Referred to Administration to put the names out to the public to help select the best name or for other possible suggestions.	Tara	Open house board/survey created and circulated. Will be presented to Council on March 25, 2019.	Complete
14a	IN CAMERA: Intergovernmental Relations - Moved by Councilor Schlossberger to enter into a Shared Services Agreement with the Municipal District of Willow Creek #26 for the purposes of traffic enforcement and traffic safety operations. CARRIED MOTION #19-026	Marian	Agreement signed and sent to MD	Complete

PREPARED BY: Karine Keys, Finance Assistant

APPROVED BY: Marian Carlson, CLGM – CAO

DATE: March 8, 2019

# **INFORMATION ITEMS**



ALBERTA  
CULTURE AND TOURISM

*Office of the Minister  
MLA, Calgary-Cross*

RECEIVED

MAR 06 2019

His Worship Doug MacPherson  
Mayor  
Town of Claresholm  
PO Box 1000  
Claresholm AB, T0L 0T0

Dear His Worship MacPherson:

As Minister of Culture and Tourism responsible for sport in Alberta, I am pleased to invite your community to submit a bid to host either the 2022 Alberta Winter Games or the 2022 Alberta Summer Games. A brochure with background information and details on how to apply is enclosed.

I encourage your community to strongly consider this invitation and the many benefits that can result from hosting this event. The economic benefits associated with hosting the Alberta Winter or Summer Games, along with the legacy of developing an experienced base of volunteers, has proven to be outstanding. The successful host municipality is offered the opportunity to showcase its community and talents to approximately 3,000 participants from all regions of the province, along with numerous spectators and special guests. Communities with populations of less than 10,000 are encouraged to collaborate with neighbouring communities to submit a joint bid.

The community awarded a 2022 Alberta Games will receive base financial support for operational, cultural, and legacy aspects of the Games. A Guidelines for Communities Bidding to host the 2022 Alberta Winter or Summer Games document is available from the Alberta Sport Connection upon request. In addition, Alberta Sport Connection staff are available to provide assistance in preparing your bid. For more information, please contact Ms. Suzanne Becker at 403-297-2709, toll-free by first dialing 310-0000 or email [suzanne.becker@albertasport.ca](mailto:suzanne.becker@albertasport.ca).

Best regards,

Ricardo Miranda  
Minister

Enclosure

Willow Creek Regional Waste Management Services Commission  
Box 2820 Claresholm, Alberta T0L 0T0  
Phone: 403-687-2603  
Fax: 403-687-2606

Minutes of the Regular Monthly Meeting of the Landfill Commission held at the Landfill Facility  
January 24, 2019 at 3:00 P.M.

In attendance: Chair Gord Wolstenholme, Brad Schlossberger, Don Norby, Nancy Cormier and  
CAO Cheryl Friesen  
Absent: John Kroetsch

1. Chair Gord Wolstenholme called the meeting to order at 3:00 P.M.

2. Approval of Agenda

19.01 **Moved by Brad Schlossberger** to approve the agenda as presented.  
**CARRIED**

3. Delegations

No delegations

4. Approval of Minutes

a) Regular Meeting November 22, 2018

19.02 **Moved by Don Norby** to approve the minutes of the November 22, 2018 regular meeting  
as presented.

**CARRIED**

5. Financial Information

a) Accounts Payable

CAO Friesen presented the accounts payable, including January 2019 payroll, in the amount of  
\$ 23 298.07.

19.03 **Moved by Don Norby** to approve for payment, the accounts payable in the amount of  
\$23 298.07.

**CARRIED**

b) Check Detail November 30, 2018 to January 17, 2019

CAO Friesen presented the members with the check detail from November 30, 2018 to  
January 17, 2019.

19.04 **Moved by Brad Schlossberger** to accept the check detail of November 30, 2018 to  
January 17, 2019 as presented.

**CARRIED**

Minutes of the Regular Monthly Meeting of the Landfill Commission held at the Landfill Facility  
January 24, 2019 at 3:00 P.M.

5. Financial Information cont.

- c) Bank Reconciliations November & December 2018 – Checking & 90 Day Notice Accounts

CAO Friesen presented the members with the reconciliation reports for November and December 2018 for the ATB Financial checking account & 90 day notice account.

19.05 **Moved by Don Norby** to accept the November and December 2018 bank reconciliation reports for the ATB Financial checking & 90 day notice accounts as presented.

**CARRIED**

- d) Profit and Loss Budget vs. Actual Report ending December 31, 2018

CAO Friesen presented the members with the Budget vs Actual report ending December 31, 2018.

19.06 **Moved by Nancy Cormier** to accept the Budget vs. Actual report as presented.

**CARRIED**

- e) Balance Sheet ending December 31, 2018

CAO Friesen presented the members with the Balance Sheet ending December 31, 2018.

19.07 **Moved by Don Norby** to accept the Balance Sheet ending December 31, 2018 as presented.

**CARRIED**

- f) Bank Statement December 31, 2018

CAO Friesen presented the members with the bank statement ending December 31, 2018 for the ATB Financial Checking and 90 Day Notice accounts.

19.08 **Moved by Brad Schlossberger** to accept the ATB Financial bank statement ending December 31, 2018 as presented.

**CARRIED**



Minutes of the Regular Monthly Meeting of the Landfill Commission held at the Landfill Facility  
January 24, 2019 at 3:00 P.M.

6. New Business

a) Employee Policy Amendment

CAO Friesen presented the members with the draft amendment of the WCRWMSC Employee Policy.

19.09 **Moved by Brad Schlossberger** to postpone decision on the draft employee policy until the next regular monthly meeting February 28, 2019.

**CARRIED**

b) CAO Overtime and Vacation Accumulation ending December 31, 2018

CAO Friesen presented the CAO overtime and vacation accumulation report ending December 31, 2018

19.10 **Moved by Don Norby** to accept the CAO Overtime and Vacation Accumulation report ending December 31, 2018 as presented.

**CARRIED**

c) Alberta CARE Spring Conference

CAO Friesen presented the members with the brochure for the Alberta CARE Spring Conference in High River. Registration fees per person are \$425.00 and can be used for CEU credits for landfill operator re-certification. CAO Friesen stated she would like Darwin and herself to attend.

19.11 **Moved by Brad Schlossberger** that Cheryl and Darwin attend the Alberta CARE Spring Conference in High River.

**CARRIED**

d) AUMA High Interest Saving Account

CAO Friesen presented the members with an offer from AUMA for a high interest savings account (HISA). Friesen briefed the members on the current rate of return at ATB Financial compared to the AUMA HISA. The members did not wish to make any changes at this time.

e) AMCS Invoice

CAO Friesen presented the invoice from AMCS for annual support for the scale software the WCRWMSC uses. Friesen explained the invoice amount is in USD and would like to pay it using the WCRWMSC credit card unless the members wish to discontinue annual support.

19.12 **Moved by Don Norby** that CAO Friesen be authorized to pay the AMCS invoice using the WCRWMSC credit card.

**CARRIED**

Minutes of the Regular Monthly Meeting of the Landfill Commission held at the Landfill Facility  
January 24, 2019 at 3:00 P.M.

6. New Business cont.

f) Waste Volumes 2018

CAO Friesen presented the members with the waste volume report ending December 31, 2018.

19.13 **Moved by Nancy Cormier** to accept the waste volume report ending December 31, 2018 as presented.

**CARRIED**

7. Old Business

No Old Business

8. Correspondence

a) The Salvation Army

b) Granum Food Bank

CAO Friesen reported that she had received a letter from The Salvation Army, Fort Macleod, thanking the WCRWMSC for their donation to the Christmas Hamper program. Friesen further reported that The Granum Food Bank also sent a thank you card for the donation to their Christmas Hamper program, and further, the Granum Food Bank also had a thank you to the WCRWMSC in the local Granum newsletter.

9. General Landfill Information

a) CAO Report

CAO Friesen gave a verbal general landfill information report.

- 192.4 metric tonne of scrap metal was removed from the landfill December 13 & 14, 2018. Four tri-axle loads and a bin went to Navajo Metals in Calgary and a super B of barbed wire went to the west coast. Total income was \$11 544.00 plus GST.
- The landfill collected and removed 47 040 kg of used tires in 2018.
- The wet waste working face has been moved in an attempt to get the two original landfill cells to final elevation of garbage. Once the waste is to final elevation, final cover can be done. It is planned to that Cell 10B will go to tender late in 2019 for 2020 construction at which time the excavated dirt will be used to cover the original cells.
- Recycle Logic has been purchased by Shanked Recycling. We are now being paid \$100.00 per tonne compared to \$50.00 we were receiving from Recycle Logic. Shanked will also accept printer toner cartridges for recycling.
- Agriculture and Forestry has announced that they have approved the Ag Plastics Recycling Group (APRG) pilot program to recycle grain bags and twine along with \$750 000.00 in funding. This will be a 3 year study to determine the next steps. The project will start in the fall of 2019. Municipalities and producers can expect to hear more details about the program from the APRG in the coming months.

10. In Camera

19.14 **Moved by Brad Schlossberger** to go In Camera at 4:01 P.M.  
**CARRIED**

19.15 **Moved by Don Norby** to come out of In Camera at 4:22 P.M.  
**CARRIED**

19.16 **Moved by Nancy Cormier** to reverse the service charges totaling \$179.15 as discussed.  
**CARRIED**

11. Adjournment

Chair Gord Wolstenholme declared the meeting adjourned at 4:23 P.M.

---

Chairman Gord Wolstenholme

---

CAO Cheryl Friesen

# Town of Claresholm

## Economic Development Committee

### Meeting Minutes for January 21, 2019

7:00 pm Economic Development Office



**Present:** Darla Slovak (Chairperson)  
Councillor Brad Schlossberger  
Councillor Kieth Carlson  
Doug Leeds  
Santanna Thom  
Lauren Billey  
Paul Zemplak  
Alec Harrison

**Regrets:** Glen Alm  
Jeff Nielsen

**Staff:** Brady Schnell, EDO  
Darlene Newson, Assistant

1. **Call to Order** 7:05 pm; Meeting was called to order by Chairperson Darla Slovak.

#### 2. Adoption of Agenda

Addition of Amundsen Park – ADHOC Committee update by Doug Leeds

- Motion to adopt the amended agenda by Lauren Billey
- Seconded by Santanna Thom Carried

#### 3. Adoption of Minutes

- Motion to approve the November 19, 2018 minutes by Santanna Thom.
- Seconded by Councillor Carlson Carried

#### 4. Delegation

4.1 Peter Casurella, Executive Director, South Grow Regional Initiative

He spoke of past success, current projects, and the connection to the community

- Motion to refer membership enquiry to council by Santanna Thom
- Seconded by Lauren Billey
- EDO Brady Schnell recommended we table the motion until we can take a closer look at our current membership commitments and available funding Tabled

#### 5. Updates

5.1 Economic Development Officer

- Electric charging Stations – Atco & Community Energy Association are investing in creating a network of EV charging stations throughout southern-Alberta. Locations are being considered, more to come.
- New business license & commercial utility system; immediate notification and update of online directory, welcome letter issued from EDC, phone call from EDO.
- A number of new business inquiries have come in over the past 3 weeks. EDO is better able to respond with options for them, and continues to build the real-estate and investment data base.
- EDO submitted a STEP grant application for 2019 for an EDO Assistant this summer.

## Town of Claresholm

### Economic Development Committee

### Meeting Minutes for January 21, 2019

### 7:00 pm Economic Development Office



- WSP is working hard to complete their obligations for the Planning for Growth Project, reporting deadline in March 4, 2019.
- EDO has received two cost estimates for the Wayfinding Project, more are needed.
- Winterfest – update on first 3-meetings, fireworks booked, pizza kept local, social media launched. Propane heaters and budget also required attention.
- Registered for Economic Developers of Alberta Conference in Banff this April 2019. Discussed opportunities for Claresholm to partner with the annual event for marketing purposes
- Developing our 3-year marketing strategy is one of the first priorities of the EDC 3-year business plan.
  - Motion by Doug Leeds that in light of new information brought forward by the EDO, that the EDC, as part of the marketing plan, re-evaluate our contributions to both Town and non-town events.
  - Seconded by Councilor Carlson Carried

#### 5.2 M. D. of Willow Creek Glen Alm – Regrets

#### 5.3 Town of Claresholm - Councillor Carlson

- Cost analysis being done on Triplex
- very satisfied with the 3-year business plan and the work that has been done by the EDC and the EDO
- Councillor Schlossberger agreed, and added that he feels in terms of economic development efforts we are strides ahead of several other communities in our region.

#### 5.4 Chamber of Commerce – Lauren Billey

- Trade Show & Consumer Fair vendor registration is well under way
- Key-note speaker from Burgundy Oak
- Head shots will be available at next AGM, free for Chamber members

## 6. Continuing Business

### 6.1 Planning for Growth – Starline Business Park

- Evaluating offsite costs of new development is complete, and infrastructure phasing plan is complete.

### 6.2 Strategic Planning – EDC – 3 year Business Plan - review

- Motion to send the Economic Development Committee 3-Year Business Plan to Claresholm Town Council for approval and adoption, by Santanna Thom.
- Seconded by Alec Harrison Carried

### 6.3 EDC Budget – as of December 31, 2018

- i. 2018 Claresholm Business Conference Results - review
- ii. 2018 Community Advertising Program Results – review

### 6.4 EDC Welcome package, updated letter

## Town of Claresholm

### Economic Development Committee

### Meeting Minutes for January 21, 2019

7:00 pm Economic Development Office



#### 7. New Business

7.1 Welcome new EDC Business Representative, Alec Harrison of Gratitude

7.2 Review of Policies pertaining to digital display welcome signs

- EDO provided three Town-bylaws relating to signage and reviewed.
- EDC provided feedback on their expectations for the welcome sign digital display policy

7.3 2019 EDC Budget, approved by Council

- EDO provided a review of the 2019 budget and identified some expected adjustments relating to expenses that were billed in December 2018.

7.4 Wayfinding signage project discussion.

- EDO provided some current and past examples, gathered feedback.

7.5 South Grow Regional Initiative membership discussion

- Budget needs to be considered, EDO will reach out to Bev Thorton of ABSW and invite them to come to the next EDC so the EDC may understand our membership better.

7.6 Amundsen Park – ADHOC Meeting update – Doug Leeds

Topics included Gazebo, moving location of playground or a new playground? Angle parking by taking out boulevard, new bathrooms, outdoor pool.

8. Next meeting – February 26, 2019 7:00p.m. Council Chambers

(NOTE: change as Brady on Vacation during normal schedule)

9. Adjournment – Doug Leeds made a motion to adjourn.

Carried

#### Attachments:

- What is South Grow
- EDC Operating Budget as of December 21, 2018
- EDC 2018 Business Conference budget
- EDC 2018 – 2020 Community Advertising Budget
- Update EDC Welcome letter
- CanWest signage Schedule
- Can West signage estimate
- Ask the Expert – CLP - December 2018

**From:** Cindy Chisholm <[cindyc@mdwillowcreek.com](mailto:cindyc@mdwillowcreek.com)>

**Sent:** March 1, 2019 11:45 AM

**To:** 'cao@ranchland66.com' <[cao@ranchland66.com](mailto:cao@ranchland66.com)>; 'planning@lethcounty.ca' <[planning@lethcounty.ca](mailto:planning@lethcounty.ca)>; 'Hilary Janzen' <[hjanzen@lethcounty.ca](mailto:hjanzen@lethcounty.ca)>; 'HarryRiva.Cambrin@mdfoothills.com' <[HarryRiva.Cambrin@mdfoothills.com](mailto:HarryRiva.Cambrin@mdfoothills.com)>; 'heather.hemingway@mdfoothills.com' <[heather.hemingway@mdfoothills.com](mailto:heather.hemingway@mdfoothills.com)>; 'info@mdpincercreek.ab.ca' <[info@mdpincercreek.ab.ca](mailto:info@mdpincercreek.ab.ca)>; Tara VanDellen <[Tara@claresholm.ca](mailto:Tara@claresholm.ca)>; Marian Carlson <[Marian@claresholm.ca](mailto:Marian@claresholm.ca)>; 'Georgina Sharpe' <[develop@nanton.ca](mailto:develop@nanton.ca)>; 'stavely@platinum.ca' <[stavely@platinum.ca](mailto:stavely@platinum.ca)>; 'office@granum.ca' <[office@granum.ca](mailto:office@granum.ca)>; 'admin@fortmacleod.com' <[admin@fortmacleod.com](mailto:admin@fortmacleod.com)>; 'Keli Sandford' <[k.sandford@fortmacleod.com](mailto:k.sandford@fortmacleod.com)>; 's.keenan@fortmacleod.com' <[s.keenan@fortmacleod.com](mailto:s.keenan@fortmacleod.com)>

**Subject:** MDWC - proposed Municipal Land Use Bylaw No. 1826

Good morning;

The MD of Willow Creek Council and Administration have now at the stage of announcing a Public Hearing for a proposed bylaw being the Municipal Land Use Bylaw

Please see the attached Notice of Public Hearing on March 26<sup>th</sup>, 2019 for proposed Land Use Bylaw No. 1826.

The proposed Municipal Land Use Bylaw No. 1826 is on the MD website for viewing.

Please forward any comments prior to March 25<sup>th</sup> and/or please inform the CAO if someone will be in attendance representing your County/Municipality.

Any questions, give the CAO or me a call.

*Cindy Chisholm*

Manager of Planning & Development

MD of Willow Creek No. 26

(403) 625-3351 ext. 235

[chisholm@mdwillowcreek.com](mailto:chisholm@mdwillowcreek.com)

Have some fun today 😊





THE MUNICIPAL DISTRICT OF WILLOW CREEK NO. 26

Land Use Bylaw No. 1826

**Notice of Public Hearing**

**Tuesday, March 26, 2019 – 7:00 p.m.**

**Municipal District of Willow Creek Council Chambers**

PURSUANT to section 230, 606, and 692 of the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26, the Council of the Municipal District of Willow Creek No. 26 in the Province of Alberta hereby gives notice of its intentions to consider a proposed bylaw being the Municipal Land Use Bylaw.

THEREFORE, TAKE NOTICE a public hearing to contemplate the proposed Land Use Bylaw will be held in the Municipal District Council Chambers at 273129 Sec Hwy 520 West, Claresholm, AB., at **7:00 p.m. on the 26<sup>th</sup> day of March, 2019.**

AND FURTHER TAKE NOTICE anyone wishing to make a presentation regarding the proposed bylaw should provide notice to the Chief Administrative Officer no later than 4:00 p.m. on the 25<sup>th</sup> of March, 2019. Both written and/or verbal presentations may be given at the public hearing.

A copy of the proposed bylaw may be inspected at the M.D of Willow Creek during normal business hours being Monday to Friday 8:00 a.m. to 4:00 p.m. or on the MD website [www.mdwillowcreek.com](http://www.mdwillowcreek.com)

If a hard copy of the proposed bylaw is required please send your request to [development@mdwillowcreek.com](mailto:development@mdwillowcreek.com) and a copy will be provided.

Dated at the Town of Claresholm in the Province of Alberta this 25th day of February, 2019.

Cynthia Vizzutti  
Chief Administrative Officer  
Municipal District of Willow Creek No. 26  
P.O. Box 550  
Claresholm, Alberta, T0L 0T0  
(403) 625-3351 Ext. 224



**CLARESHOLM AND DISTRICT TRANSPORTATION SOCIETY**  
**Board of Directors, January 18, 2019**

**ATTENDEES:** Brydon Saunders – Lay Representative  
Howard Paulson – Lay Representative  
Brian Comstock- Lay Representative  
Josee Meston - Wandering Willows  
Lise Schultze – Town of Claresholm  
Shirley Isaacson – Office Staff  
Sandra Hillis – Office Staff

**REGRETS:** Mike McAlonan – Lay Representative  
Ian Sundquist – MD of Willow Creek  
Arlette Heck – Town of Granum  
Jason Schneider – Vulcan County  
Lyal O’Neill - CAO

Howard Paulson-Chair called the meeting to order at 10:35 am.

**INTRODUCTIONS:** Sandra was welcomed to the group-doing trip booking, invoicing, etc.

**1.0 APPROVAL OF AGENDA**

Moved by Lise Schultz to accept the agenda as presented.  
Carried.

**2.0 APPROVAL OF MINUTES**

Moved by Brian Comstock that the minutes of the **Oct 19, 2018** be accepted as presented. Carried.

**3.0 BUSINESS ARISING**

3.1 None

**4.0 CORRESPONDENCE**

1. Friends of the Foundation Dinner – March 28, 2019. In the past we have purchased a table. Brian Comstock moved that we do not purchase a table in 2019 due to lack of funds. Motion carried.
2. Howard Paulson has been in touch with government, not willing to support operations. No grants for operating funds. Disability did not respond to calls. Ryan from Gov’t is still working on it.
3. Pastorial Committee will give us up to \$1000.00 to fix the life on the bus. Reg has offered to drive but need to look into meals, accommodation, price for time etc. Brydon Saunders moved that we approach Reg Brooks to see if he will take the bus to be fixed in Edmonton. Motion carried.

4. Brydon Saunders moved that we give Lyle O'Neill two rides to medical appointments per month free of charge for the next five (5) months. Will reassess in July 2019. Motion carried.

## **5.0 REPORTS**

1. Financial Report – We have been in an overdraft position, therefore \$45.00 per cheque charge due to overdraft. Lise Schultz moved to accept the financial report. Motion carried.
2. Mike McAlonan and Arlette Heck were going to work on getting grants.
3. Need to go to the Town of Claresholm and the MD of Willow Creek to give clarity to their boards in hopes for increased support. Perhaps go in April/May to make presentation.
4. Chairmans Report – Howard to look into gas providers in regards to dividends or points and better price. He will check with Mike and Arlette to see if they have made any progress on getting grants. Howard will to the Town of Claresholm in spring 2019.

## **6.0 OLD BUSINESS**

1. None

## **7.0 NEW BUSINESS:**

1. Items already discussed above.

NEXT MEETING DATE at Willow Creek Continuing Care Centre on February 15, 2019 at 10:30 a.m.

The meeting was adjourned by Brydon Saunders at 11:35 a.m.

SIGNED:

SIGNED:

:



## Learn-A-Lot-Playschool Society Meeting Minutes

Monday, January 21<sup>st</sup>, 2019

7:00pm

### Call to Order at 7:05pm.

**Attendees:** Chairperson-Sara Schuler, Vice-Chairperson-Lauren Billey, Treasurer-Chelsae Petrovic, Secretary-Leah Blake, Casino Representative-Lashae Holtz, Parent Liaison- Eric Chatterton, Teacher-Carol VanRootselaar, Parent- Leni Patterson, Town Councillor Representative-Lise Schulze, Ali Shivji. Parents: Leni Patterson, and Cody and Lilibeth Herman

**Regrets:** Treasurer Liaison-Erin Thompson

### Meeting Agenda

1. Lauren motioned to accept the agenda as is. Lashae seconded this motion.
2. Cottonwood Village  
Introduction of Ali Shivji, an owner from Cottonwood Village, Optimal Living. He discussed he would like to engage with our community and create intergenerational programs for his seniors with the Playschool. We will start with a joint Valentine's Party at Cottonwood Village and Mrs. V & Mrs. S will collaborate from there going forward. They have transportation services and food options available for us to utilize with them. We need to ensure our insurance and their insurance covers both parties.

### Old Business

3. Approval of Minutes  
Review of last months meeting minutes. Lashae motions to accept last months minutes as is. Lauren seconded this motion.
4. Review of class numbers:  
Monday/Wednesday-22  
Tuesday/Thursday- 23- FULL  
Friday- 22

## 5. Financials

### a. Treasurers report

See attached financial report. Current balance of \$86, 147.64. We are over in Program Materials for budget but are good otherwise.

### b. Investing Money

Chelsae had last months minutes signed to open investing account. Also, receipt was submitted for \$585.90 for the raffle that is split with the Daycare for joint fundraiser for playground.

## **New Business**

## 6. Fundraising Ideas

There will be a TV up for raffle. Lashae will give Leni a letter for John Deere with the possibility of them donating a kids Gator for our joint raffle. Lashae talked about the possibility of doing a Playschool cookbook for a fundraiser. She presented info from two different companies. Most information could be submitted online. Maybe to have completed before Mother's Day. Lauren motioned to move forward with the cookbook fundraiser idea. All in favor.

We will do a Facebook poll to see if there is interest and what price point. Also, Lashae will look into turnaround time and shipping costs.

## 7. Next Years Board Members

There will be three open board positions (Chair, Treasurer and Secretary) for the following year.

## 8. Custom Cannabis Letter

Lauren delivered the letter to the owner.

## 9. Mrs. V's Monthly Reflection

Sensory table – Lashae purchased a sensory table. It is working great. The kids are enjoying it and they tried water beads. Eric will polyurethane it before water is used.

## **Next Meeting:**

**Tuesday, February 12<sup>th</sup>, 2019 at 7:00pm**

**Meeting Adjournment-** Meeting adjourned at 8:30pm.



# 2018 ANNUAL NEWSLETTER

## Claresholm



2018 was this Council's first full year in office and it was an exciting year of planning, growth, and improvement. With the by-election in September, Council welcomed Councillor Mike Cutler. We appreciate his willingness to serve in this capacity.



Council has been very busy this year laying the groundwork for a successful future. In September Council adopted their 2017 to 2021 strategic plan that lays out Council's priorities for this Council Term. These priorities include "Policy & Planning for Responsible, Sustainable Growth"; "Economic & Community Development to Revitalize Claresholm"; "Sound, Responsible Governance & Strengthen Internal Operations"; "Improve & Expand Partnerships. Collaboration, Relationships"; and "Livable Community for a Vibrant, Healthy Quality of Life".



2018 saw many projects completed that directly illustrate progress in these strategic objectives. These are due to the support of the community and partnerships with local and municipal organizations. Town Council hosted 3 open houses in 2018, as well as public engagement through surveys, illustrating our commitment to community engagement and transparency. As always, Council is available to discuss any questions, comments, or concerns. Thanks for your continued support.  
~Mayor Doug MacPherson

---

*"The greatness of a **community** is most accurately measured by the compassionate actions of its members." – Coretta Scott King.*

---

### BYLAW

The community's collaboration on the Risk Reduction safety and educational programs as well as open communication about bylaw concerns was outstanding. The Town can't thank everyone enough for your assistance in making Claresholm a great place to live, work and play. The majority of the 326 files created had quick resolution. Thank you again to the community for sharing your concerns, questions and solutions. Together we create community and collaboratively we make Claresholm a safe home.

### PLANNING & DEVELOPMENT

Development values continued strong in 2018 at over \$5,790,000; with 5 new dwelling units and 3 large business expansions. 20 new home occupations were also approved. The Area Structure Plan for Starline Business Park was completed, along with significant work on a road plan clean-up, and amendments to the Land Use Bylaw and Municipal Development Plan in regards to Municipal Government Act changes. The public presented great feedback at the planning and development open houses this year! Thank-you!

## INFRASTRUCTURE SERVICES

The Town completed many building & infrastructure projects in 2018. 2.5 kms of new sewer main to the lagoon was completed. 13 new wheelchair ramps in various areas were installed to improve access to sidewalks as well as 500m of new sidewalks were poured. The storm pond plantings (100 thousand + plants) and the 8th St. Ditch widening projects are now complete. Continued work this winter on the golf course ponds/ditches will assist to reduce the risk of flooding re-occurrence in those areas. The Town float received a background replacement from wood to metal and paint touchups throughout. The arena (floor/boards) and curling rink (chiller/piping) also had upgrades completed in 2018.

## FAMILY & COMMUNITY SUPPORT SERVICES

FCSS had a busy and fantastic 2018. FCSS supported 3750 community members either in person or by phone and our dedicated volunteers prepared 418 income tax returns. Family Day Skate, Roots of Empathy, Longest Day of Play, Volunteer Appreciation, Christmas Hamper program (126 food hampers delivered), Winter Festival (assisted programming), and Women's Conference ran this year; all were very well attended. New this year was our participation in the Risk Reduction program for grades 9 and 12 at WCCHS. Staff is now trained in Psychological First Aid, Emergency Preparedness, and Mental Health First Aid for seniors. Our Youth of Tomorrow volunteered around town again this year and were able to take two field trips. FCSS is always looking to improve the community, so the recent survey will be utilized to understand the needs and wants from citizens.

## MUSEUM & VISITOR INFORMATION CENTRE

The 2018 season saw a tremendous increase in the number of bus tours that stopped by our Museum & Visitor Information Centre with approximately 2.5 times the number we had in 2017. This was in most part thanks to the tremendous efforts of the "Friends of the Claresholm & District Museum Society" for arranging and providing coffee and homemade treats for the bus tours which brought in revenue for the Friends of approximately \$1,200. The museums total visitors was just shy of 5,000 for 2018. 2018 also brought some new or updated displays to the Museum including the RCAF Station Claresholm, the Churches of Claresholm, and Ben Scaman (WWII Pilot) Displays.

## PARKS & RECREATION

In 2018 the Town won our 2nd award for Creating Supportive Environments. Initiatives included the Winterfest, Kin Path, Millennium Link, the Annual Mexican Fiesta along with the Longest day of Play. The amount of support via service groups, volunteers and community is enormous. Claresholm supplied the MD of Willow Creek with a Regional Director for the Southern Alberta Summer Games for the second year. The Town has a member on SARA (Southern Alberta Recreation Association Board). The Games were created so all communities, regardless of size, have an opportunity to become involved with as many participants of all ages and to promote physical and social involvement.

## ECONOMIC DEVELOPMENT

2018 was a busy year beginning with the replacement of the Economic Development Officer (EDO). The new EDO oversaw the completion of the Starline Business Park Area Structure Plan, the Community Advertising Program (Billboard Project), the Claresholm Business Conference in partnership with the Chamber of Commerce, and the recent welcome sign digital display upgrades. The new 3-year Economic Development Business Plan will focus on effective marketing of opportunities within Claresholm, improved investment readiness for site-selectors, a way-finding signage project, and of course the retention and expansion of our existing business community.

## UTILITY SERVICES

The Regional Water Treatment Plant received a major upgrade to its Supervisory Control and Data Acquisition (SCADA). SCADA is used in the daily operation of the Regional Water Treatment Plant and the Towns remote utility sites. The dry conditions this past summer have had an impact on the water level at Pine Coulee Reservoir, but winter snowfall and spring runoff into Willow Creek will likely be sufficient to fill to its maximum capacity again. The Claresholm Industrial Airport water system upgrades were completed. Potable water is now being supplied directly through the newly upgraded M.D Chlorine Booster Station and the Airport Pump Station has been decommissioned.

### Town of Claresholm

221, 45 Ave West  
Phone: 403-625-3381  
[www.claresholm.ca](http://www.claresholm.ca)



RECEIVED

MAR 08 2019

265 East 400 South – Box 291 – Raymond – Alberta – T0K 2S0 – Tel: 403 752-4585 – Fax: 403 752-3643  
Email: [safetyctr@abfarmsafety.com](mailto:safetyctr@abfarmsafety.com) Website: [abfarmsafety.com](http://abfarmsafety.com)

March 6, 2019

Town of Claresholm  
Box 1000  
Claresholm, AB  
T0L 0T0

The \$300.00 received from the Town of Claresholm on February 25, 2019 was very much appreciated by the Farm Safety Centre. Find charitable receipt #1172 enclosed.

These funds will be used to deliver farm safety presentations to children attending rural and remote elementary schools during the 2018-2019 school year, which is the 21<sup>st</sup> consecutive year of "Safety Smarts" delivery in Alberta. The generosity of many, many committed individuals and organizations continues to make this possible and we are grateful for each and every dollar donated.

The mandate of our not-for-profit organization is to reduce injuries and fatalities in rural Alberta. Often youth, especially younger children, are not fully aware of the many potential hazards presented by rural living. Increasing their awareness and ability to make informed personal safety decisions is extremely important.

The power of this program comes from consistent, reinforced, face to face sharing. Hundreds of rural schools allow time for this program each year because they hear of the close calls and near misses and recognize the importance of their students receiving consistent best practice safety messaging.

For the first time in its history, our in-school Safety Smarts program was externally evaluated during the 2016-2017 school year. The evaluation outcomes validated our farm safety extension efforts and illustrated their impact on individuals. The full evaluation report can be found on our website.

The Farm Safety Centre believes that teaching children is a wise investment in our future. Influencing their personal attitudes and actions as they grow and mature will pay significant dividends as they move forward and become our decision makers of tomorrow.

We are pleased to recognize the Town of Claresholm on our website: [abfarmsafety.com](http://abfarmsafety.com) – in: Supporters 2019.

Thank you again for making the safety of our rural children a priority.

Sincerely,

Laura Nelson  
Executive Director  
Farm Safety Centre