

June 25th, 2015

Agend

a Regular Monthly Meeting – Call to Order – 6:00 PM

Adoption of Agenda –

Correspondence – Items Arising:

- | | |
|--|----|
| 1. FCMRRC – June 8 th Minutes | A1 |
| 2. Flagstaff County – Protocol and Agreements | A2 |
| 3. FIP – June 1 st Minutes | A3 |
| 4. FIRST – April 7 th Minutes | A4 |
| 5. National Fire Chief of the Year Award – Application | A5 |

Circulation File of Correspondence – List Attached

Delegation – n/a

Financial Statement – For the Month Ending May 31st, 2015 – Attached

Accounts – For Month Ending May 31st, 2015 – List Attached

Committee Reports – For the Period Ending June 25th, 2015 – Attached

Public Works Report – For the Period Ending June 25th, 2015 – Attached

Director of Parks & Rec Report – For the Period Ending June 25th, 2015 – Attached

CAO Report – For the Period Ending June 25th, 2015 – Attached

Matters Arising:

Minutes –Regular Meeting of Council – May 21st, 2015 - Attached

Matters Arising:

Business:

- | | |
|--|-----|
| 1) Intermunicipal Development Plan (IDP) – Review | B1 |
| 2) SKNGS – YE Financials | B2 |
| 3) Tax Rebate – Request | B3 |
| 4) Public Works - Incident Report | B4 |
| 5) Public Works – GIS Proposal – ADDITION | B5 |
| 6) FIP – Protocol for Regional Cooperation – Revised | B6 |
| 7) Fire Services Agreement – Review | B7 |
| 8) Beaver County – Mutual Aid Fire Agreement | B8 |
| 9) Tripartite Rescue Services Agreement | B9 |
| 10) Cemetery Bylaw #519 | B10 |
| 11) Council Meeting – Dates | B11 |
| 12) Round Table | |
| 13) | |

Adjournment -

Flagstaff Community Medical Recruitment and Retention Committee

Date : Monday, June 08, 2015

Location : County Office, Sedgewick, AB

Minutes

Attendance

Present were:	
Gail Watt, Mayor	Town of Daysland
Mariann Wolbeck, Site Manager	Galahad Care Centre
Shawn Gaetzman, Councillor	Town of Hardisty
Paul Vieira, Site Administrator	Daysland Health Centre
Diane Gordon, Councillor	Town of Killam
Norah Griffiths, Site Administrator	Hardisty Health Centre
Leslie Heck, Coordinator	Flagstaff County

Call to order

D. Gordon called the meeting to order at 1:40 p.m.

Agenda Approval

Resolution

The proposed agenda was reviewed and accepted on motion of M. Wolbeck.

Carried

Minutes Approval

Resolution

G. Watt moved to approve the minutes for the Flagstaff Community Medical Recruitment and Retention Committee of (2015/05/11) as presented.

Carried

RPAP Skills Days

P. Vieira reported on the upcoming RPAP Skills Weekend. Confirmation of funding has not been received from RPAP but Flagstaff County will fund the project if RPAP cannot. A date in October or November 2015 will be determined in the near future. The committee will continue working on the project and finalizing details.

2:00 p.m. delegation - BRSD

In May 2015, the committee requested a meeting with the Battle River School Division to discuss what is being done at the local level to recruit students to the medical field and how we may be able to collaborate to address this issue.

Diana White, Manager of Learning Services for Battle River School Division, attended the meeting and advised that BRSD no longer funds career days but does provide Career and Life Management Planning (CALM) to high school students as well as the "Take your kid to Work" program for grade nine students. In addition, the schools have counsellors

to assist in providing post secondary advice to the students. Ms. White further added that the BRSD will assist in distributing information to the students in the schools on behalf of the physician recruitment committee. A disussion ensued about involving a limited number of Flagstaff high school students in the RPAP Skills Weekend.

Facility Updates:

Daysland - received national accreditation for their emergency site and EMS. Currently recruiting for one physician and reviewing two CV's received from Medrec. Staffing is adequate at the present time.

Hardisty - received national accreditation for their emergency site and EMS. Recently recruited three registered nurses so staffing currently isn't an issue. Planning a site visit for June 22-24, 2015 for a potential physician.

Galahad - is currently very short staffed and is recruiting registered nurses.

Correspondence

Resolution

G. Watt moved to accept the correspondence items as presented.

Carried

Next Meeting

The next meeting will be held on September 14, 2015 at 1:30 p.m. at the Flagstaff County office.

Adjournment

Resolution

D. Gordon adjourned the meeting at 3:20 p.m.

Carried



June 18, 2015

Town of Sedgewick, Town of Killam, Town of Hardisty, Town of Daysland, Village of Forestburg, Village of Alliance, Village of Galahad, Village of Strome, Village of Loughheed and Village of Heisler

Dear Sir/Madam:

Re: Revised Protocol for Regional Cooperation

At the June 10, 2015 County Council meeting, Council reviewed the recommendation to accept the revised Protocol for Regional Cooperation. County Council discussed the guiding principles of the protocol. The guiding principles are in place to ensure regional cooperation occurs within this committee.

After significant discussion, Council did not accept the revised Protocol for Regional Cooperation. Council also approved to provide notice to withdraw from the existing Protocol for Regional Co-operation due to lack of coordination on regional cooperation efforts and the lack of adherence of some of the guiding principles; and further, it is their intent to continue partnerships with the towns and villages that are willing to engage in an open, transparent and cooperative manner.

County Council recognizes that partnerships are important to build a strong community. The County provides significant contributions, financial and non-financial towards building a stronger Region.

We will continue to focus on building partnerships with communities that maintain a perspective to enhance and strengthen economic, social and environmental pillars of our Community of communities.

Under Section 7.0 - Conditions, of the current Protocol for Regional Cooperation, it states under 7.1: Any party may withdraw from this protocol with six (6) months' notice to other parties. In accordance with this condition, Flagstaff County hereby is providing notice to withdraw from the Protocol for Regional Cooperation which will be effective on December 18, 2015.

If you have any questions, please contact the office.

Yours truly,

A handwritten signature in blue ink, appearing to read "S. Armstrong". The signature is fluid and cursive, with the first letter "S" being large and prominent.

Shelly Armstrong, CLGM
Chief Administrative Officer

/kk

Flagstaff Intermunicipal Partnership Minutes
7 PM, June 1, 2015
Flagstaff County Office

ATTENDEES:	Bob Coutts	Village of Forestburg
	Jim Matthews	Flagstaff County
	Leo Lefebvre	Town of Hardisty
	Sandy Otto	CAO, Town of Hardisty
	Gail Watt	Town of Daysland
	Brian McGaffigan	Village of Strome
	Gwenda Poyser	CAO Galahad/Strome
	Deb Moffatt	CAO Village of Forestburg
	Shelly Armstrong	CAO Flagstaff County
	Kim Borgel	CAO Town of Killam
	Bud James	Town of Killam
	Rod Krips	CAO Town of Daysland
	Perry Robinson	Town of Sedgewick
	Laura Towers	FIP Co-ordinator

Chairman Bob Coutts called the meeting to order at 7 PM.

Agenda - Perry Robinson - moved adoption of the agenda with the addition of Regional Emergency Services Committee as New Business (c) CARRIED

Minutes - Gail Watt moved adoption of the minutes of March 9, 2015. CARRIED

Old Business

- a) Protocol for Regional Co-operation - The CAO group presented some revisions to the protocol.
Perry Robinson moved that FIP recommend to councils that we accept the revised protocol as presented. CARRIED
- b) Regional Governance Study - Bud James moved that:
- we accept 13 Ways proposal, and that
 - we make every effort to have their proposal fall within the grant guidelines, and that
 - we do not use reserves, and that
 - furthermore, the proviso is that if Phase 1 will be more than \$50,000, then it needs to come back to the committee via email for approval. CARRIED
- c) Regional Emergency Services Committee – A question was raised as to why this no longer shows on our work plan. It actually developed as a result of the Fire communications project, but once that project was completed, it became an entity apart from FIP.

Information Items

- a) Finances - Deb Moffat presented an update.
Bud James moved to accept this report as information. CARRIED
- b) Work Plan update - Perry moved that we accept the work plan as presented. CARRIED
- c) CAO Meeting notes - Mar 23 - Bud James moved accept for information. CARRIED
- d) CAO - April 17 - Brian McGaffigan moved acceptance as presented. CARRIED

Correspondence

Perry Robinson moved that Correspondence be accepted. CARRIED

Next meeting date - At the call of the chair .

Host -to be decided.

Bob declared the meeting adjourned at 8 PM.

Chairman

FIP Co-ordinator

FLAGSTAFF'S INITIATIVE TO RELATIONSHIP & SPOUSAL TRAUMA

BOARD MINUTES – Tuesday, April 7, 2015

PRESENT: Allen DIETZ, Vice Chairperson
Cheryl HOLBEN
Brenda ROBBINS
Sylvia WOLD, Secretary
Cpl. Brent ROBINSON
Lynne JENKINSON, Director
Brooke GROVE, Finance Manager

APPROVED

REGRETS: Gunnar ALBRECHT, Chairperson
Brenda McDERMOTT, Treasurer
Blanche NELSON
Chantelle Schmidt, Recording Secretary

Vice Chairperson, Allen Dietz called the meeting to order at 6:17 p.m.

SPECIAL GUEST MEL THOMPSON: ACCOUNTANT

Mel Thompson presented the 2014 Financial Statement.

Received the 2014 Notice to Reader as presented.
Allen thanked Mel for coming to present and his time.

APPROVAL OF AGENDA

4-15-2015

Cheryl Holben made a motion to approve the April 7, 2015 agenda with addition of VSU to new business.

Carried.

4-16-2015

Cheryl Holben made a motion to approve the January and February 2015 Financial Statements.

Carried.

APPROVAL OF MINUTES

4-17-2015

Cheryl Holben made a motion to approve the March 12, 2015 minutes.

Carried.

4-18-2015

Sylvia Wold made a motion to approve the February and March 2015 Disbursement Lists.

Carried.

CORRESPONDENCE

- 1)** Brenda McDermott letter of resignation.
- 2)** Thank you card from Steve Harmer- Motivational Magician.
- 3)** Letter from Solicitor General.
- 4)** Dare email/S4 program information.

The correspondence was received as information.

PROGRAM REPORTS

Resource Officer

Report was circulated at the meeting.

Counsellor Report

Report was circulated at the meeting.

OLD BUSINESS

1) Community Resource Officer from April 2016 – April 2019

- County approved to fund the program until 2019.
- Will be working closely with the county in the next year.

2) Casino May 29 & 30

- Need more volunteers
- Let Brooke know ASAP.

NEW BUSINESS

1) Date of Annual General Meeting

- June 1, 2015

2) Date of next meeting

- May 4, 2015 at 6pm at Killam Multiplex Room
- RSVP as there will be soup and sandwiches provided.
- Personal invites sent to partners with CRO program.

3) New Board Members

- Need to look for new board members.

Next meeting date is Monday, May 4, 2015 at 6 pm or at the call of the Chair if required.

Allen Dietz adjourned the meeting at 8:15 p.m.

Gunnar Albrecht, Chairperson
Flagstaff Initiative to Relationship and Spousal Trauma



National Fire Chief of the Year Awards

SPONSORED BY:

FIRE UNDERWRITERS SURVEY AND
THE CANADIAN ASSOCIATION OF FIRE CHIEFS (CAFC)

Awards of Excellence

Each year, the Canadian Association of Fire Chiefs (CAFC) recognizes men and women who promote the fire services in Canada. During CAFC's annual conference, Fire-Rescue Canada, a select number of Fire Chiefs representing the fire services industry will be recognized by CAFC and Fire Underwriter Survey for their outstanding contribution.

Eligibility

Individuals who are eligible for nomination and selection for the National Fire Chief of the Year Awards must be active chiefs in full time career or volunteer positions with the fire services in Canada. Those individuals who have recently retired will also be considered. One person from each category will be chosen.

Fire Underwriters Survey is the sponsor of these prestigious national awards and the following information describes the procedure to nominate candidates.



The nomination form can be completed online at:

English: <http://cafc.ca/en/awards/>

French: <http://cafc.ca/fr/awards/>

SUBMISSION DEADLINE: August 1st, 2015

Please be as succinct as possible when filling out the online form. Each section of the online form should be no more than 100 words. Once the form is submitted, acknowledgment of receipt will be sent via email.

An independent panel of judges, drawn from the Canadian Association of Fire Chiefs, will adjudicate the submissions. Fire Underwriters Survey will be represented on this panel and will be asked to adjudicate the final short list of selections for the awards. Each year, awards are announced immediately prior to and presented at Fire-Rescue Canada.

Award Criteria

Two awards will be presented each year to one volunteer fire chief and one full time career fire chief.

- Candidates must have made outstanding contributions to the betterment of their community and of the fire services industry in areas such as leadership, training, incident command effectiveness, safety, communication and community involvement; **OR**
- Candidates must have achieved, through their innovation and initiative on a particular project or program, positive and measurable improvement of significant and enduring benefit to the fire services industry and their community.

Awards

The candidates chosen for the National Fire Chiefs of the Year Awards will be awarded with an appropriate plaque of recognition designed and presented by Fire Underwriters Survey at CAFC's annual conference, Fire-Rescue Canada. A monetary award will be contributed in the names of the candidates to promote programs in their individual communities. The winning candidate will be asked to choose the program that he/she would like to support.

LETTERS:

- Alberta Municipal Affairs:** Letter from Deron Bilous, Minister expressing appreciation for the timely submission of 2014 Financial Information Return and 2014 Financial Statements.
- SaskAlta Environmental Solutions Inc.:** Letter introducing services provided for residual and fluid management.
- Earthmaster Environmental Strategies Inc.:** Letter introducing services for defining and classifying with regard to site contamination.
- Society of Local Government Managers of Alberta (CLGM):** Letter thanking CAO Davis for attending the 2015 Municipal Administration Leadership Workshop.
- Safety Codes Council:** Letter clarifying information to assist accredited municipalities in the administration of fireworks permit levy and urging municipalities to ensure they have a Fireworks Bylaw.
- Government of Alberta:** Letter from Alberta Emergency Management Agency advising of additional field officers and the introduction of the Community Emergency Management Program (CEMP) tool.
- Fortis Alberta:** Letter congratulating the Town of Sedgewick winning a \$3,000 Community Naturalization Grant.
- Alberta Municipal Health and Safety Association (AMHSA):** Letter requesting completion of survey for feedback to improve services.
- Safety Codes Council:** Letter and Fire Code Interpretation for Low Hazard Fireworks permits and outline of municipality responsibility.
- Flagstaff County:** Letter advising of Peace Office James Wells leaving the county with no replacement at this time and the possibility of not meeting the requested patrol hours for the months of May and June.
- Town of Killam:** Letter advising that the Town of Killam passed a resolution on May 21, 2015 accepting the 2014 SKNGS financial statement as presented.
- Flagstaff County:** Invitation to Flagstaff County Brand Workshop, June 3rd, 2015 led by Twist Marketing.
- Enbridge Pipeline Inc.:** Letter informing of reclamation activities on the Edmonton to Hardisty pipeline taking place late spring and through the summer months of 2015.
- Alberta Municipal Affairs:** Letter advising that the municipality’s spending plan has been accepted.

NOTICES and INVITATIONS:

- Canadian Fitness and Lifestyle Research Institute:** Invitation to participate in a survey regarding opportunity for physical activity in the community.

MINUTES and FINANCIAL STATEMENTS:

- Sedgewick Memorial Cemetery:** Financial Statement ending May 31st, 2015.
- Sedgewick Library Board:** Meeting minutes from May 26th, 2015.
- Sedgewick Memorial Cemetery:** Financial Statement ending April 30th, 2015.
- Sedgewick Lake Park Association:** Regular meeting minutes from April 13th, 2015.
- Flagstaff County:** 2014 Annual Report.

NEWSLETTERS AND PUBLICATIONS:

- | | |
|---------------------------------------|--------------|
| 1. The Furrow: | Summer 2015 |
| 2. Award: | June 2015 |
| 3. Battle River Community Foundation: | June 2015 |
| 4. Battle River REA: | May 2015 |
| 5. Battle River REA: | April 2015 |
| 6. Conservation: | Spring 2015 |
| 7. The River Current: | Spring 2015 |
| 8. STIHL: | Spring 2015 |
| 9. Wabash Valley: | 2015 Catalog |
| 10. Work Sight: | Summer 2015 |
| 11. Leon Benoit: | Summer 2015 |

12. AMHSA:

Annual Report 2014
13. MPE Engineering Ltd:

2015 Company Information
14. Sustainable Building and Design:

2015

Town of Sedgewick Monthly Statement
Month Ending May 31, 2015

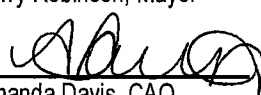
As Per Books						
	General	Subd. Rec.	Muni Fire	MSI-Op	MSI-Cap	BMTG
Previous Month Balance	2,108,815.25	3,538.84	118,336.63	65,269.55	931,778.08	162,142.40
Receipts for Month	118,253.50					
Interest Received	1,550.18	2.55	85.43	47.12	672.67	117.05
Subtotal	2,228,618.93	3,541.39	118,422.06	65,316.67	932,450.75	162,259.45
Less Disbursements	127,459.57					
First Data Charges	42.55					
Charge Back CK	7.00					
Month End Balance	\$2,101,109.81	\$3,541.39	\$118,422.06	\$65,316.67	\$932,450.75	\$162,259.45

As Per Bank						
Month End Balance	2,143,466.75	3,541.39	118,422.06	65,316.67	932,450.75	162,259.45
Cash on Hand	300.00					
Cash in Transit	7,306.48					
Subtotal	2,151,073.23	3,541.39	118,422.06	65,316.67	932,450.75	162,259.45
Less Outstanding Cheques	49,963.42					
Month End Balance	\$2,101,109.81	\$3,541.39	\$118,422.06	\$65,316.67	\$932,450.75	\$162,259.45

Outstanding Cheques			
	Number	Amount	
Payroll Cheques			
	447	266.34	4024 595.83
	448	880.97	4025 5.00
	450	1,766.13	4026 17311.35
	452	1,377.75	4027 196.01
	453	288.04	4028 2550.00
	455	1,348.06	4029 6703.75
			4030 850.83
			4032 50.00
General Cheques			4033 52.45
	3725	3,969.00	4035 212.43
	3764	20.00	4037 3292.11
	3971	150.00	
	3973	71.87	
	3990	5,658.77	
	4016	797.98	
	4017	21.00	
	4021	1,527.75	
Outstanding Cheque Total		\$49,963.42	

Submitted to Council this 25th day of June 2015.

Interested Earned/May \$2,357.95
 GIC - 5-yr @ BRCU \$11,487.59
 GIC - 5-yr @ ATB \$20,266.19
 Total Cash and Investments \$3,252,594.46

Perry Robinson, Mayor

 Amanda Davis, CAO

25-Jun-15
 Mayor

25-Jun-15
 CAO

Payment #	Date	Vendor Name	Reference	Payment Amount
Bank Code: AP - BRCU				
Computer Cheques:				
3982	5/11/15	Air Liquide Canada Inc.	Shop-Cylinder refill April	16.70
3983	5/11/15	Government of Alberta	April Stmt	65.00
3984	5/11/15	Battle River R.E.A. Ltd	April 2015 Charges	53.55
3985	5/11/15	CCI Wireless	May Stmt- Office	78.74
3986	5/11/15	Corner Gas	April Stmt	607.80
3987	5/11/15	CUETS Financial Mastercard	April Stmt	594.86
3988	5/11/15	Flagstaff Regional Solid Wast	Shop -metal waste	61.43
3989	5/11/15	Flagstaff Printing	April Stmt	1,131.67
3990	5/11/15	Flagstaff Intermunicipal	2015 FIP Requisition	5,658.77
3991	5/11/15	Hyprr Hot Shot Ltd.	Cleartech Freight	328.13
3992	5/11/15	John Deere Financial	A/R- Lake	121.94
3993	5/11/15	Loomis Express	Cleartech Freight	102.42
3994	5/11/15	Main Street Medley	Name Tags	47.25
3995	5/11/15	Manitoulin Transport	Cleartech Freight	358.09
3996	5/11/15	Purolator Inc.	Freight - Summitt Valve	45.89
3997	5/11/15	Reynolds Mirth Richards & Farm	Legal- Stantec/2 Canary/Develo	2,830.64
3998	5/11/15	Ross Agri	A/R- Lake	670.74
3999	5/11/15	RTS Diesel Repair & Parts Ltd.	April Stmt	5,567.93
4000	5/11/15	Sedgewick & District Rec Board	RFC Meeting	52.50
4001	5/11/15	Watkins Holdings Ltd.	Street Sweeper Battery	333.54
4002	5/11/15	Sedgewick Building Supplies	A/R- Lake	197.55
4003	5/11/15	SKNGS - Sedgewick Killam	April Billing	24,447.27
4004	5/11/15	Sedgewick Pharmacy Ltd.	Garage Sale Kit Supplies	4.18
4005	5/11/15	S. James Agencies (Killam) Ltd	PW-Plate Exchange	22.45
4006	5/11/15	Telus	April 2015 Statement	881.84
4007	5/11/15	TNT Instrumentation Inc.	WTP - VFD reset	197.40
4008	5/11/15	Town Of Sedgewick	March 2015 Utility Billing	829.57
4009	5/11/15	Wainwright Assessment	May Stmt	1,067.85
4010	5/11/15	Voided by the print process		0.00
4011	5/11/15	Wild Rose Co-operative Ltd.	April Stmt	666.78
4012	5/11/15	Xerox Canada Ltd	photocopier maintenance	393.35
4013	5/19/15	AMSC Insurance Services Ltd.	June 2015 Remittance	3,288.99
4014	5/19/15	AMSC	April 2015 Charges	8,068.62
4015	5/19/15	Worker's Compensation Board -	2nd Qtr. Installment	1,217.13
4016	5/28/15	AAMD&C	May Stmt	797.98
4017	5/28/15	Alberta Queens Printer	A/R - Tax Adv.- 4902 -50 ave.	21.00
4018	5/28/15	Amanda Davis	SLGM/CAO mileage	512.78
4019	5/28/15	Brent Polege	BP-Pool Course Expenses	271.42
4020	5/28/15	Canada Revenue Agency	May 2015 Remittance	10,180.83
4021	5/28/15	Cleartech Industries Inc	May Stmt	1,527.75
4022	5/28/15	Daryl Johnson	2015 Workboots	150.00
4023	5/28/15	Eastlink	FD-June Stmt	46.10
4024	5/28/15	Flagstaff County	Peace Officer/April	595.83
4025	5/28/15	Government of Alberta	A/R - 8120395/1/1	5.00
4026	5/28/15	JAC Inc.	A/R- Lake Wading Pool Resurfac	17,311.35
4027	5/28/15	Kelly's Computer Services	Service Call- power supply	196.01
4028	5/28/15	L-Con Transit	5 Burial Vaults -Cemeter	2,550.00
4029	5/28/15	Local Authorities Pension Plan	May 2015 Remittance	6,703.75
4030	5/28/15	Manitoulin Transport	Freight -W.R. Meadows	850.83
4031	5/28/15	Petty Cash Fund	April/May 2015 Replenish	145.80
4032	5/28/15	Sedgewick Historical Society	2015 Membership	50.00
4033	5/28/15	Syban Systems Ltd.	WTP-Internet	52.45
4034	5/28/15	Telus (Mike)	FD - April 2015 Charges	61.19
4035	5/28/15	The Community Press	April Stmt	212.43
4036	5/28/15	TNT Instrumentation Inc.	Cemetery - Conduit pipe	87.78
4037	5/28/15	W.R. Meadows	PW- Crackfiller/Paine	3,292.11
Total for AP:				105,632.96

Payment #	Date	Vendor Name	Reference	Payment Amount
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Accounts payable cheques for the month ending May 31, 2015.

May 31st, 2015 Payroll

0439-0446	05/15/2015	Mid Month Payroll	7,751.52
0447-0456	05/29/2015	Month End Payroll	<u>14,075.09</u>
Total for Payroll:			\$21,826.61

25 ~~18~~-Jun-15
Mayor

25 ~~18~~-Jun-15
CAO

Town of Sedgewick - Council Committee Reports to June 25th, 2015

Mayor P. Robinson reported attendance to:

Flagstaff Intermunicipal Partnership (FIP) Committee Meeting, June 1st, 2015:

- At this meeting the group agreed to recommend the latest "Regional Protocols" as well as to recommend engaging "13 Ways" Consulting through former MLA Doug Griffiths, who is a partner in the Group, to assist us with Phase 1 and 2 of our "Regional Governance Study". We had received a \$50,000 Alberta Collaboration Program (ACP) Grant to proceed with Phase 1 but 13 Ways had offered a more comprehensive quote which was felt, in our view to include both Phase 1 and 2 at about \$95,000, with the extra funding to come from FIP reserves. It was moved that we revisit the quote with 13 Ways to ascertain what our options are and that any increase over the original \$50,000 would have to be approved by the committee. As it is 13 Ways responded within the original ACP Grant amount and we straw polled agreement as a committee and are recommending that our respective Councils approve.
 - The consulting firm has agreed to work within our original budget therefore we are moving ahead with the Regional Governance Study – the proposal is attached (no action required).

Regional Emergency Services Committee (RESC) Meeting, June 2nd, 2015:

- After consultation with the Town of Hardisty, Village of Forestburg and the Town of Daysland, I attended the RESC Committee Meeting on June 2nd to act as spokesperson for the aforementioned communities to ask the committee for more time to review the Fire Agreement. This was not well received by either the County or some of the smaller communities but we insisted. There are some concerns with the overlap of agreements, authority of the RES Coordinator to negotiate Mutual Aid Agreements with other jurisdictions without the authority of the Committee and the dictatorial manner in which the County (Customer) is dictating the terms to the Municipalities (Service Provider/Contractors), as well as liability concerns. A four community review of the Agreement is to be held on Monday, June 29th, the results of which will be sent to the County for their input. If consensus is reached it will be sent to the Committee, which I currently Chair as of this June 2nd meeting, for final ratification if amendable. In the meantime, we will protect County residents within our service area using the All Hazards Mutual Aid Agreement.

Three further meetings were attended by Mayor Robinson in which he will report on verbally as report submission was passed:

- **Flagstaff Family and Community Services (FFCS) Meeting – June 10th, 2015**
- **Mayors Meeting – June 15th, 2015**
- **Mayors Caucus, Strathmore – June 17th, 2015**

Clr. G. Sparrow reported attendance to:

Sedgewick Recreation Board Meeting – May 25th, 2015

- Obtaining quotes to repair the upstairs heating system;
- ATM is being installed in the concourse;
- Quote for repairing the fueling system will be under \$5,000;
- Approximate profit from the Improve fundraiser was \$9,000;
- In the process of forming a July 1st committee;
- 380 children and families are expected to be in attendance at the lacrosse tournament;

Town of Sedgewick - Council Committee Reports to June 25th, 2015

- Exit lights and exhaust fans are being repaired.

Sedgewick Fire Department Meeting – June 4th, 2015

- One fire call – landfill;
- The truck donated by Alta Gas is to arrive this month;
- Fire Chief Hebert has submit a request to TransCanada for a \$2,100 donation for toolboxes for the new truck;
- Aaron Forster will be doing July 1st fireworks as he has the proper certification;
- The department is having a family BBQ on June 30th in preparation for July 1st;
- There is no local fire ban just a restriction in the County – approved fire pits only.

Clr. C. Rose reported attendance to:

Parkland Regional Library (PRL) Meeting – May 14th, 2015

- The 2014 financial audit was approved as presented;
- A \$150,000 capital expenditure was approved for updating the heating and cooling system. A work flow study was also approved;
- Capital expenditure of \$150,000 was approved for a new mobile friendly website. This will be available to all PR libraries. The website has been designed to run on low bandwidth in support of rural communities' limitations.

Sedgewick Lake Park Meeting – June 7th, 2015

- Capital upgrades – RFP are being prepared for upgrades to sites 2-10 and 24-27 due to grounding issues. Upgrades are expected to take place this Fall. In addition a 50amp upgrade was approved for the manager's site with a maximum expenditure of \$600;
- The board deferred further discussions regarding the purchase of a tractor until the Fall;
- The campground is fully booked during the lacrosse tournament weekend with approximately twenty parties in overflow;
- There are ten long term sites that have been filled;
- Managers reported that there is a possible water leak in the lines at the pool and that they are looking approximately 640 gallons of water in 24 hours;
- Spray Park Update – the board approved a \$340,000 budget for the spray park working off the proposed design option #3 which is \$2,858 sq. ft. Upon determining the best site for the spray park a geotechnical study will be conducted. The board would like signs developed with the project info included with one to be installed at the lake and one near the entrance of Town pending Council's approval (proposed design attached);
- The twenty year operating lease was approved (lease attached MOTION required);
- A motion was made authorizing an application to Canada 150 through the Community Infrastructure Program grant for the community spray park;
- The new gazebo that was built by the shop class is ready to be installed. It will be placed in between the swimming hole and the lake. Benches and a step will be installed after it's set.
- Alberta Health Services (AHS) Summer Program will take place on July 28-30 and August 18-30; the board donated the use of the shelter and kitchen area.

Clr. E. Skoberg reported attendance to:

Town of Sedgewick - Council Committee Reports to June 25th, 2015

Sedgewick Killam Natural Gas System (SKNGS) Meeting - May 14th, 2015:

- Estimates for line heaters that are to be installed for 2015 came in at over \$60,000; the quote allowed for 40% future spare;
 - A revised quote was received and sized accordingly as the 40% growth was highly unlikely. The quote came in at \$38,000 and the project will now commence.

Clr. F. Watkins reported attendance to:

Sedgewick Golf Club Meeting – May 28th, 2015

- Financial update;
 - \$61,804 in chequeings;
 - \$39,986 in savings;
 - \$27,000 in Nevada account.
- The following equipment has been purchased:
 - Green iron - \$8,000;
 - Blower - \$6,000
 - New fridge and stove - \$1,500 ordered through Sears.
- There was discussion about replacing the hole signs however the board agreed they are good for now;
- The fence on the south side of the course is falling down and it going to be repaired for now. A pipe fence will be installed similar to the rest of the golf course with access points next Spring.
- Provided an update on the status of the residential subdivision and that the Town is looking at our options.
- Twenty-five kids registered for junior golf lessons;
- The board discussed the NW corner and what should be done – it was agreed to defer further discussions to the AGM this Fall.
- A new policy was set for golfers that turn 85 years young and that they will receive a free lifetime membership;
- The board discussed tournament fees – fees are good for now however a comparison will be completed.

Clr. W. Dame reported attendance to:

Sedgewick Community Hall Board Meeting – May 26th, 2015

- Another Old Time dance was held on May 24th. We will take the summer off and dances will commence again in the Fall.
- Siding on the front of the building has been replaced with funds from the Community Initiative Grant – remaining monies will be spent on additional exterior upgrades.
- The board will organize and run the pancake breakfast for July 1st.

Flagstaff Regional Solid Waste Management Association (FRSWMA) Meeting – May 25th, 2015

- Operations and financial report presented by Manager Hampshire which were approved (enclosed);
- Updates:
 - Personnel – performance reviews are underway, one new driver has been hired and a 15 years employee was terminated with cause;
 - Landfill – two fires occurred in dry waste on May 20th; the source was undetermined;
 - Transfer Site – Free weekends were busy (data sheet attached);

Town of Sedgewick - Council Committee Reports to June 25th, 2015

- Transportation Services – the new Burro truck has been delivered to Manitoba for installation of the burro apparatus.
 - Bin services – pipeline contacts are starting;
 - Recycle programs – commingling picked up every other week, compost and cardboard twice per week.
- The board approved the use of an online bill payment utility provided by Vision Credit Union. Effective June 1st, 2015 staff and board members with signing authority will begin utilizing the new system. Staff will enter the bill payment and two board members will provide online authorization prior to payment being completed. There are seven merchants that are to be paid utilizing this system.

Attachments:

1. 13 Ways Proposal – no action required;
2. Sedgewick Community Spray Park Design – no action required;
3. Lake Lease – ACTION REQUIRED;
4. FRSWMA Financials – no action required;
5. FRSWMA Data Sheet – no action required.

No report submit:

- Clr. G. Imlah

Flagstaff Intermunicipal Partnership
May 15, 2015

13 WAYS INC. PROPOSAL
REGIONAL GOVERNANCE STUDY



13 Ways, Inc. Contact Information
PRIMARY CONTACT: Doug Griffiths, Principal
26, 53017 RR 223, Ardrossan, Alberta T8E 2M3
t: 587.335.0013
e: doug@13ways.ca

May 15, 2015

Flagstaff Intermunicipal Partnership

c/o Village of Forestburg
Box 210, Forestburg, AB, T0B 1N0
ATTN: Debra Moffatt, CAO

Dear Debra,

Thank you for the opportunity to present a proposal to advance the interests of the Flagstaff Intermunicipal Partnership. A proposal to generate a Regional Governance Study that contains pragmatic solution seeking and a pragmatic path forward is outlined in this proposal.

The initiative will be led by Edmonton-based 13 Ways, Inc. We have partnered with Calgary-based Twist Marketing to conduct an online survey portion of research activity that can fast track ideas generation and consensus building. Twist Marketing employs a proprietary software tool – 9Lenses – that deepens our ability to solution seek, with powerful ability to compare and contrast opinion based on any number of variables, including community residency – a key variable for the Flagstaff Intermunicipal Partnership Regional Governance Study work. The software also has powerful, and visual reporting capability to ease understanding of data. Chris Fields forms the bridge between Twist Marketing and 13 Ways Inc. Chris is a long-time brand strategist with Twist Marketing who has joined with myself and other 13 Ways, Inc. team members to pursue governance and organizational management initiatives.

Our team has extensive experience in organizational performance and enhancement in very complex settings. We are dedicated to helping enterprise, government and not-for-profit meet their challenges head on, and ambitiously. We look forward to an opportunity to work with you, and to further discuss budget or scope based on further review of your initiative needs.

Regards,

A handwritten signature in blue ink, appearing to read "Doug Griffiths". The signature is fluid and cursive, with the first name "Doug" being more prominent and the last name "Griffiths" following in a similar style.

Doug Griffiths
Principal, 13 Ways, Inc.

PROJECT APPROACH

Our Common. Wealth. It was a title for Flagstaff County's Economic Development Plan (2014) chosen by Chris Fields (13 Ways, Inc.) by intent.

An aging population, increasing farm size, and location away from primary travel/trade corridors are driving population decline (e.g. 2006-2011 – Flagstaff County -7.5%, Killam -3.7%, Hardisty -15.9%, Sedgewick -3.8%, Daysland -1.3%, Forestburg -7.2% amidst rapid provincial growth (10.8%) during the same period). Given this decline, your individual and collective future will increasingly depend on your ability to collaborate on matters of economic development, services, and governance.

We live in a time where general consumer expectations are higher than they were a generation ago. People are more mobile. People have access to technology to socialize, buy, and even work anywhere. We can hop on a plane and travel the world in a day. Communities are less insular by nature. Rising expectations for services in a consumer marketplace in the absence of provision of some of those services in the region, lack of housing that is generating residential leakage to Wainwright, natural geographic hubs from which to leverage key oil and gas and agriculture pillars, and development of key initiatives like the Battle River Railway – more often than not do not match existing political boundaries.

Big ideas are required to address your challenge at hand. In a competitive marketplace, dynamics in your region suggest a collaborative approach that sets a new standard for creative municipal governance (as regionalized services/initiatives...which requires some form regionalized governance structure(s) to manage) is foundational for the path forward. So too are a number of economic development initiatives that build on top of basic services provision, including but not limited to labour attraction strategy, housing, youth attraction, business retention, marketing, and targeted investment opportunities.

With collaborative exploration of services/governance options comes potential to get bogged down in individual community perspectives and traditions. We recognize that all communities have distinct voices, and that consensus is a challenging road to travel. We recognize the need to respect the identity and aspirations of individual communities. We realize there is a natural tendency to protect self-interests dictated by boundaries as opposed to nurture boundary-less common interests.

This said, from space there are no boundaries. The old adage that a sum can be greater than the parts remains true.

Our extensive experience with multi-stakeholder collaboration and negotiation enables us to cut through clutter to quickly find commonalities, and to navigate toward a more common future that is pragmatically grounded in today's realities. We work hard to educate around context, limitations, and opportunities to set the stage for breakthrough vs. good intent that can backtrack to protectionism and ultimately frustration of progress.

"Progress" is a reflection of three roles of government in navigating a path forward: 1) set a direction; 2) provide services people want; and 3) provide services at a price people are willing to pay.

Setting a direction is a matter of vision and it's clear for rural Alberta that smaller communities must increasingly work together in a context of global economy, global competition, depopulation in rural Alberta, and increasing consumer expectation around service provision. Service enhancement can become a critical value proposition from an investment attraction perspective, but amidst small rural populations the ability to achieve service enhancement requires critical mass that can't be met by single communities. Service provision becomes a matter of efficiency – which drives competitiveness.

An umbrella consideration for the three roles of government is to determine a pathway for governance that remains respectful of individual communities while more fundamentally addressing ability to provide services more efficiently, and/or to enhance services, and most importantly to build toward an ambitious vision (jobs, housing availability and affordability, recreation and other quality of life features). These are the fundamentals that "customers" (ratepayers) ultimately most deeply care about.

We are confident in our ability to stitch the fabric together from your threads – to find agreement on best ROI, and to lay out stepping stones that develop progression forward to ensure community viability and next generation prosperity. We do this using an online survey tool that quickly "sorts out" perspectives and ideas, and by using a workshop format and a trusted voice (Doug Griffiths) to establish the framework for open dialogue, trust, and purpose in the human dynamic surrounding discussion about regionalization.

Proposed Scope of Work

TASK	DELIVERABLE	TIMEFRAME
PLANNING: <ul style="list-style-type: none"> Refine/finalize project plan – confirm scope of work and approach to research phase Project Management essentials – confirm project leadership team (client), review project goals, timelines, schedules, deliverables, communication policies, location/availability of on-site meeting facilities, etc. Identify all project stakeholders and key contacts 	Confirmed Project Plan	June 30
Phase 1: RESEARCH (current proposal)		
1) Consult with all Chief Administrative Officers and elected officials in the region to gain an overall understanding of current status <u>specifically related to barriers and opportunities, both perceived and material to regional shared services and regional governance.</u>	Research Findings	September 10
2) <u>Create database</u> of existing shared service/governance and examine if there are proven methods to enhance them. <ul style="list-style-type: none"> Review all existing documentation provided by FIP. Important Note: Step 1 and 2 will employ where possible an online survey tool (9Lenses via Twist Marketing) to identify what is working well with current regionalized services, what could be improved, further regional services opportunities that are envisioned, and how people think enhanced regional services provision should be governed either individually or collectively. 	Report	September 30
3) Research <u>proven or established</u> examples of shared services/ <u>governance</u> in other jurisdictions. <ul style="list-style-type: none"> Online search of regionalized Services best practices. Online search of regionalized Governance best practices. 		
4) <u>Provide a Final Report via half day or day session to FIP and Regional Forum on info gathered. What works and what doesn't, what is holding the region back, what is the regional sentiment, what works elsewhere, opportunities for FIP for services and governance.</u>	Final Report	<u>October 31</u>
Phase 2: DEVELOPMENT and IMPLEMENTATION (funding contingent)		

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SUMMARY OF FEES

TASK	NOTES	ESTIMATED FEES
SURVEY/INTERVIEWS	Based on estimated 80 hours of survey and interview work collecting, processing and analyzing responses.	\$18,000
RESEARCH EXISTING STRUCTURE	Based on estimated 20 hours of research, analyzing, and coalescing program information.	\$4,500
RESEARCH BEST PRACTICES	Based on an estimated 80 hours of research work on best practices.	\$18,000
PRESENT FINDINGS	Based on estimated 25 hours to prepare and present the report, followed by 15 hours (5 hrs x 3 of 13 Ways staff) to facilitate discussion to articulate next steps.	\$9,000

PROJECT FEE SUMMARY (ESTIMATED) \$49,500 (+ expenses, + GST)

- These fees are inclusive of all anticipated costs to deliver the scope of work as outlined within this proposal.
- The fees are calculated using a flat hourly rate of \$225/hr.
- A budget of \$3,500 should be set aside for expenses.

QUESTION FOR CHRIS: We submit expenses to them or they pay directly? — Doug — you would typically provide invoices to the client as 13 Ways, and your sub-contractors would then invoice you for their portion(s) of the work. Expenses (for you and sub-contractors) are typically invoiced separately and can have a client sign-off sheet attached to it via the project planning phase so there's no surprises for the client. On smaller contracts I embed expenses as a line item within a broader invoice but just tell the client that's how I'll be doing it. Re the broader issue of payment schedule, that is usually negotiated at initial project planning and administration, and will relate to the size of the contract and its milestone deliverables. A typical scenario would be a deposit payment of 25% invoiced at project acceptance/sign off, a second payment at one or two major milestones (to 75% of project), then a final payment following project completion (final 25%). All invoices payable Net 15 or 30 days (up to you) from date of invoice. I personally don't like processing a ton of invoices so for small projects (\$10K or under) I tend to bill only once after project completion. For larger projects I have billed in thirds with no up front deposit, and based on identified blocks of contract outputs.

- All administrative costs (long distance, phone/fax, copies, etc.) are included in the project fees.
(we typically do not charge extra for these items as we consider these part of the cost of doing business)
- The scope of work was determined based on a best-case scenario and may be modified once further information is known about the project, available client resources, and the degree of work that may have already been conducted by the client.

PAYMENT SCHEDULE & PAYMENT TERMS

A payment schedule representing a deposit payment plus additional payments at project milestones will be developed as part of the project planning phase.

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LEADERSHIP TEAM

BIOS

Doug Griffiths, Principal, 13 Ways, Inc.

FIP Project Role: Project Lead and Facilitator

As an MLA for Battle River-Wainwright from 2002 to 2015 (four consecutive terms), Doug served Alberta as Minister of Municipal Affairs and Service Alberta, and as Associate Minister of Finance and Enterprise and Agriculture. Doug's service included oversight of several Ministry transformations with a strong ability to resolve conflicting strategic priorities among Cabinet, Caucus, Deputy Minister, Manager, and front-line stakeholders to bring purposeful direction to large service organizations.

Doug's Municipal Affairs work with Ministry leadership to ensure the management of a \$1.6 billion budget with over 550 public servants across 6 divisions, addressed the diverse needs and priorities of Alberta's municipalities included significant experience with resolution of inter-municipal cooperation challenges and opportunities, and a leadership role in response to the 2013 southern Alberta floods.

Doug used his experiences as a rancher, and educator, and an MLA charged with provincial rural development strategy responsibility to create a provincial rural development strategy to author the best-selling book "13 Ways To Kill Your Community." The book was written to motivate communities to see the world a little differently, and to realize the power they have to pursue a more destiny-driven future.

In 2015, Doug retired from politics to actively pursue his passion for 13 Ways as Principal of 13 Ways, Inc. - a consulting organization that works with community, business and not-for-profit leaders to achieve new levels of success via enhancement of management practices, operations, governance, and culture. Doug and his team continue to develop practical tools that communities and organizations can use to assess and identify their challenges, and turn those challenges into opportunities for success.

Doug is currently completing an MBA at the University of Alberta, and has a Bachelor of Education and a Bachelor of Arts from the University of Alberta. Doug is a member of the Institute of Corporate Directors and is a volunteer with Habitat for Humanity, the Edmonton Epilepsy Association, Alberta Association of Ag Societies, and CASA House Edmonton and Sherwood Park.



Chris Fields, Senior Strategist

FIP Project Role: Senior Strategist, Researcher

Chris has 23 years of marketing, communications, and economic development experience in government, not-for-profit, and enterprise settings. Chris' educational and work experience background represents a convergence of municipal governance, urban planning, economic development, and branding/marketing. Following completion of an



undergraduate degree in Urban Geography (University of Alberta, Honors with Distinction) and a Master's Degree in Environmental Design (Urban Planning and Economic Development, University of Calgary), Chris spent 10 years with the Towns of Cold Lake and Okotoks in urban planning/economic development positions. Chris subsequently spent five years in a marketing director capacity in the information technology sector. For the last ten years, Chris has been independently employed as a consultant in a breadth of strategic marketing and communications activity.

Chris has worked with 10 B.C. communities (Ashcroft, Castlegar, Comox Valley, Elkford, Field, Fort St. John, Lillooet, Merritt, Peachland, Radium Hot Springs), 19 Alberta communities (Airdrie, Carstairs, Cochrane, Chestermere, Crowsnest Pass, Devon, Drumheller, Flagstaff County, Fort Macleod, High River, Lacombe, Medicine Hat, Parkland County, Saddle Hills County, Spruce Grove, Stony Plain, Strathcona County, Turner Valley, Wainwright), one Ontario community (Fort Frances), and five regional economic development organizations (Calgary Region Economic Partnership, Alberta SouthWest, JEDI, SouthGrow, Canada's Technology Triangle in southern Ontario) in a number of different strategic marketing capacities since 2006. Work achievement has included provincial, national, and international award recognition (24) for sustainable development policy creation, and award-winning marketing.

With a focus on strategic vision-building supported by the business pragmatics of action, target marketing, and performance metrics, Chris has led a multitude of strategic projects including development of new community development vision-driven brands for 16 communities (*community visioning, SWOT analysis, competitive assessment, unique value proposition and strategic positioning, development vision, targeting, visual identity, and two-year tactical marketing plans*), corporate brand development, organizational positioning for communities including the City of Airdrie (target sector recommendations), Travel Drumheller (strategic mandate setting), Foothills Regional Emergency Services Commission (strategic positioning/agenda), Parks Canada (mountain parks campground revitalization strategy, and Townsite of Field strategic direction recommendations), Calgary Region Economic Partnership (strategic positioning and web content development), and Foothills Region communities (RISE – an investment attraction initiative).

Chris has become a popular conference speaker and has spoken at 30 conferences as a strategic humorist with a serious message: dare to be different and reach highest aspiration or join the burgeoning ranks of the unnoticed. Topics include economic development, community leadership/visioning, branding, and destination development and marketing. *"Energetic...made me think out of the box in marketing."* *"Great sense of humour and able to explain marketing in a unique way."* *Travel Alberta Conference Comments, 2013.*

Tim Morrison, Communications Strategist

FIP Project Role: Senior Strategist

Tim served as Chief of Staff to four different Ministers in seven different departments in the Government of Alberta between 2009 and 2014. Tim has prior communications experience with the Alberta and BC Governments, and the Calgary Health Region, and is currently serving on the Stollery 2020 Task Force (Stollery Children's Hospital Foundation). Areas of work specialization include communications, community relations, and policy development and implementation. Tim has post-secondary education in Public Relations (MacEwan University), Environmental Engineering Technology (Confederation College), and General Sciences (Lakehead University).



ABOUT 13 WAYS, INC.

Every group, business, industry, organization, community or person at some point comes across an organizational challenge that could benefit from independent perspective and assistance. Sometimes it is finding a solution to a challenge, and sometimes it is helping to clearly identify what the challenge is first, and then locating a solution.

13 Ways, Inc.'s broad team of professionals with extensive experience in organizational performance and enhancement are dedicated to helping enterprise, government and not-for-profit meet their challenges head on, and ambitiously.

Services

Community Organizational Performance Assessment and Consultation – our unique 13 Ways progress assessment tool (baseline research, online survey and interview process) provides valuable and timely insight into the state of your community and generates key strategic directions for improvement or wholesale change to reach beyond status quo toward a more ambitious horizon line.

Community Strategic Consultations – our team collectively has several decades of experience in municipal and corporate governance, organizational management, and business unit management. Every community and municipality faces challenges in one of these core sectors and our experienced team can lend an independent eye to identify the challenges and solution-seek.

Planning and Facilitation Sessions – have Doug and his team work with your organization in a smaller group to help plan your strategic direction.

Community Viability Assessments – Doug and his team will run you through your community viability assessment toolkit.

Speaking Engagements – 13 Ways to Kill Your Community is a presentation our Principal, Doug Griffiths, has presented in venues of every size, from one end of the country to the other. Based on the Canadian best-selling book, Doug presents for approximately one hour in a manner that is informative, entertaining, and motivating to your community or organization.

REFERENCES

Michael Reeves, President

Ports To Plains
5401 N MLK Blvd #395
Unit 395
Lubbock, Texas
t: 806.773.2286
e: michael.reeves@ports-to-plains.com

- 13 Ways, Inc. and Doug Griffiths general reference.

Bev Thornton, Executive Director

Alberta SouthWest Regional Alliance Ltd
t: 403.627.3373
e: bev@albertasouthwest.com

- 13 WAYS Community Progress Assessment Tool, 2015 (a translation of Doug Griffiths book, “13 Ways To Kill Your Community” into a community organizational performance assessment tool).

Chris Fields has previously worked with Alberta SouthWest for a number of years via Twist Marketing on a variety of strategic marketing initiatives, including:

- Regional marketing campaign planning & deployment
- Regional website planning & development
- Ongoing support for online/offline marketing efforts to promote tourism, community development and investment attraction

Jennifer Fossen, Economic Development Officer

Flagstaff County
t: 780.384.4121
e: jfossen@flagstaff.ab.ca

- Chris Fields has previously worked with Flagstaff County on the following initiatives:
 - Economic Development Strategy Pathways workshop and Report, 2014
 - Economic Development Plan, 2014
 - Heritage Resource Development Framework, 2013

Note: all of these initiatives have included “communities within community” engagement within Flagstaff County.

Lease Agreement

THIS LEASE (the "Lease") dated this _____ day of _____, 20____,
BETWEEN

Town of Sedgewick

(the "Landlord")

-AND-

Sedgewick Lake Park Association

(an association established to enhance, maintain and operate a multi-use outdoor recreation facility on
lands owned by the Landlord)

(the "Tenant")

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain lands to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

Leased Property

1. the Landlord agrees to rent to the Tenant the land, municipally described as NW 16 – 44- 12- W4M, Sedgewick, Alberta T0B4C0 (the "Property"), for use as a public campground and outdoor recreation facility. The Property is more particularly described as that portion of the Quarter located south of the lake, being the area locally known as Sedgewick Lake Park.
2. Subject to the provisions of this Lease no persons will live on the Property without the prior written permission of the Landlord, except for the Resident Camp Attendant (an employee of the Tenant).
3. The Tenant will not without prior written consent of Landlord terminate the use of the lands as a park/campground.
4. The landlord gives the Tenant the right and permission to build or erect structures that will improve and/or increase the use as a public campground and/or outdoor recreation facility.

Term

5. The Term of the Lease commences at 12:00 noon on January 1, 2015 and continues on a twenty year term until 2035, at a rate of \$1.00 per year until the Landlord or the Tenant terminates the lease.

6. If the Tenant fulfills the terms and conditions of the Lease they shall and may peaceably possess and enjoy the Land for the term, without any interruption or disturbance from the Landlord or any representative of the Landlord.
7. The Tenant will promptly pay all expenses and costs relating to its use of the Lands and will save the Landlord harmless in respect thereof.
8. The Landlord will promptly pay all land taxes if any payable to the Municipal Taxing Authority.
9. The Tenant will undertake chemical weed control as is required by good husbandry practices and have all required certifications to administer such chemicals.
10. The Tenant will be vigilant about environmental stewardship practices for said land against contamination and degradation of said land and nearby lands.

Rent

11. The Tenant will pay the Rent on or before the 1st day of January of each and every year of the term of this Lease to the Landlord at PO Box 129, Sedgewick, Alberta, T0B4C0 or as such other place as the Landlord may later designate.

Option to Renew

12. So long as the covenants in this Lease have been performed by the Tenant, the Landlord grants to the Tenant any time prior to December 1st, 2029 the right to renew this Lease on the same terms and conditions except rent which shall be negotiated. In the event the parties cannot agree as to rent payment, the parties agree to determine the same pursuant to the Arbitration Act R.S.A.
13. Upon termination of the Lease, or renewal thereof, the Tenant shall have the right to remove the buildings from the said Lands providing the Tenant pays all moving expenses and leaves the premises in the same condition as a normal and prudent owner. In the event the Tenant does not remove the said buildings within 30 days from the date of termination of the Lease, the title to the said buildings shall rest with the Landlord.

Quiet Enjoyment

14. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold and enjoy the Property for the agreed term.

Utilities and Other Charges

15. The Tenant is responsible for the payment of the following utilities and charges for the term of the lease in relation to the Property: all services related to water heating, electrical services, lighting, maintenance of same and repairs as necessary, including all costs related to garbage collection.

16. The Tenant will maintain and keep in repair all buildings and other structures including fences for use by the Tenant which are now or may be hereafter be on the land.

Insurance

17. The Tenant is hereby advised and understands that the improvements, chattels and personal property of the Tenant is insured by the Landlord for either damage or loss. Furthermore, the Landlord has insured against damage or loss to the structures, mechanical or other improvements such as buildings, pools, campsites, public washrooms, camping amenities, playground amenities or any other improvements which may be added from time to time. Such insurance includes all risk coverage for property damage. The Tenant shall be charged by the Landlord for the appropriate amount of insurance that is paid by the Landlord for said property and additions.

Governing Law

18. This lease will be construed in accordance with and exclusively governed by the Laws of the Province of Alberta.

19. Time is of the essence in this Lease

IN WITNESS WHEREOF Sedgewick Lake Park Association and Town of Sedgewick have duly affixed their signatures on the 8 day of June 2015.

PER: Sedgewick Lake Park Association

PER: Town of Sedgewick

Witness

PER: Town of Sedgewick



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www.waterodyssey.com
(512) 982-1150



Sedgewick

W14471-G

2,537 SQ FT Wet Play Area

81.5 GPM

Perspective View

Flagstaff Regional Solid Waste Management

	Budget 2015	Actual 2015 (to April 30)	% of 2015 Budget	Actual 2014 (to April 30)	Change over 2014
Operations Revenue					
Landfill - Scales & Property	\$ 99,450.00	\$ 23,975.26	24%	\$ 11,541.46	108%
Asbestos Contracts	\$ 130,000.00	\$ 27,101.19	21%	\$ 24,514.32	11%
Bin Rentals & Service	\$ 1,031,800.00	\$ 416,906.07	40%	\$ 432,958.05	-4%
Municipal	\$ 1,195,000.00	\$ 597,500.02	50%	\$ 537,500.08	11%
Recycle	\$ 62,600.00	\$ 4,433.83	7%	\$ 4,383.45	1%
Administration	\$ 15,200.00	\$ 6,324.85	42%	\$ 3,112.12	103%
Transfer Sites	\$ 60,000.00	\$ 10,638.11	18%	\$ 10,837.26	-2%
Revenue Total	\$ 2,594,050.00	\$ 1,086,879.33	42%	\$ 1,024,846.74	6%
Operations Expense					
Staff Salaries & Benefits	\$ 1,392,308.22	\$ 384,666.88	27.6%	\$ 353,369.97	9%
Transportation Services	\$ 395,500.00	\$ 146,365.38	37.0%	\$ 95,772.35	53%
Landfill Expenses	\$ 166,300.00	\$ 21,421.83	12.9%	\$ 15,031.88	43%
Recycling Expenses	\$ 30,000.00	\$ 3,463.30	11.5%	\$ 4,500.30	-23%
Bin Services	\$ 14,500.00	\$ 291.57	2.0%	\$ 1,928.29	-85%
Transfer Site Expenses	\$ 40,600.00	\$ 2,282.93	5.6%	\$ 2,429.02	-6%
Administration	\$ 185,665.00	\$ 66,094.35	35.6%	\$ 67,951.67	-3%
Marketing & Communication	\$ 3,700.00	\$ -	0.0%	\$ 968.00	-100%
Safety	\$ 7,200.00	\$ 1,265.36	17.6%	\$ 1,101.03	15%
Expense Total	\$ 2,235,773.22	\$ 625,851.60	28.0%	\$ 543,052.51	15%
Net Operations Income	\$ 358,276.78	\$ 461,027.73		\$ 481,794.23	
Closure/Post Closure	\$ (108,000.00)				
Capital Reserve/Depreciation	\$ (250,000.00)				
Net	\$ 276.78				

NB April 30 is 33.3% of Year.

Flagstaff Regional Community Clean-up - 2015 - Summary for Partner Invoicing

Site	Hours	Wages	Urban Waste	Urban Total	Rural Waste	40 Yd Bin in Town	Grand Total 2015	Grand Total 2014	Cost % chg	2015 cust	2014 cust	Cust % Chg
Sedgewick	8.0	\$ 156.24	\$ 483.00	\$ 639.24	\$ 110.00		\$ 749.24	\$ 979.00	-23.5%	41	73	-43.8%
Forestburg	16.0	\$ 312.48	\$ 1,050.00	\$ 1,362.48	\$ 918.00		\$ 2,280.48	\$ 3,000.00	-24.0%	181	141	28.4%
Killam	16.0	\$ 312.48	\$ 1,007.00	\$ 1,319.48	\$ 380.00		\$ 1,699.48	\$ 2,206.00	-23.0%	125	161	-22.4%
Alliance	8.0	\$ 156.24	\$ 495.00	\$ 651.24	\$ 95.00		\$ 746.24	\$ 986.00	-24.3%	37	59	-37.3%
Daysland	16.0	\$ 312.48	\$ 1,090.00	\$ 1,402.48	\$ 350.00		\$ 1,752.48	\$ 1,894.00	-7.5%	117	142	-17.6%
Lougheed	8.0	\$ 156.24	\$ 285.00	\$ 441.24	\$ 10.00		\$ 451.24	\$ 1,089.00	-58.6%	25	71	-64.8%
Hardisty	16.0	\$ 312.48	\$ 1,273.00	\$ 1,585.48	\$ 242.00		\$ 1,827.48	\$ 1,745.00	4.7%	121	115	5.2%
Galahad	4.0	\$ 78.12	\$ 232.00	\$ 310.12	\$ 115.00	\$ 690.00	\$ 1,115.12	\$ 999.00	11.6%	32	60	-46.7%
Strome						\$ 1,784.25	\$ 1,784.25	\$ 1,311.00	36.1%	?	?	?
Total	92.0	\$ 1,796.76	\$ 5,915.00	\$ 7,711.76	\$ 2,220.00	\$ 2,474.25	\$ 12,406.01	\$ 14,209.00	-12.7%	679	822	-17.4%

Flagstaff Regional Community Clean-up - 2015 - Daily Transfer Site Detail by Partner

Site	Date	Total Hrs	# customers			Costs of Waste Materials by Place of Residence									
			Rural	Urban		Rural	Daysland	Killam	Sedgewick	Lougheed	Hardisty	Alliance	Forestburg	Galahad	Total
Sedgewick	26-Apr	4.0	2	10	12	\$ 15.00			\$ 158.00						\$ 173.00
Sedgewick	04-May	4.0	4	25	29	\$ 95.00			\$ 325.00						\$ 420.00
Forestburg	16-May	8.0	47	49	96	\$ 552.00							\$ 565.00		\$ 1,117.00
Forestburg	17-May	8.0	43	42	85	\$ 366.00							\$ 485.00		\$ 851.00
Killam	09-May	8.0	21	61	82	\$ 300.00		\$ 672.00							\$ 972.00
Killam	10-May	8.0	6	37	43	\$ 80.00		\$ 335.00							\$ 415.00
Alliance	09-May	4.0	9	20	29	\$ 95.00						\$ 405.00			\$ 500.00
Alliance	10-May	4.0	0	8	8	\$ -						\$ 90.00			\$ 90.00
Daysland	16-May	8.0	18	52	70	\$ 195.00	\$ 680.00								\$ 875.00
Daysland	17-May	8.0	12	35	47	\$ 155.00	\$ 410.00								\$ 565.00
Lougheed	23-May	4.0	0	12	12	\$ -				\$ 125.00					\$ 125.00
Lougheed	24-May	4.0	1	12	13	\$ 10.00				\$ 160.00					\$ 170.00
Hardisty	23-May	8.0	12	65	77	\$ 134.00					\$ 763.00				\$ 897.00
Hardisty	24-May	8.0	8	36	44	\$ 108.00					\$ 510.00				\$ 618.00
Galahad	09-May	4.0	9	23	32	\$ 115.00								\$ 232.00	\$ 347.00
Total		92.0	192	487	679	\$ 2,220.00	\$ 1,090.00	\$ 1,007.00	\$ 483.00	\$ 285.00	\$ 1,273.00	\$ 495.00	\$ 1,050.00	\$ 232.00	\$ 8,135.00

Town of Sedgewick Public Works Report – Period Ending June 25th, 2015

An update on public works activities up to June 25th, 2015:

- Top Gun was hired to clean 1/3 of the sanitary sewer lines. Typically the Town used JD Sewer however, JD has proven to be unreliable and did not show up in 2014. Top Gun also cleaned all the plugged culverts down the East side of Spruce Drive, we need to find a load of field rocks so that we can build a better drainage course to the culverts.
- Flower baskets have been picked up and hung. We went with a new supplier this year and will evaluate growth.
- All directional sign have been installed along 50th Street.
- We've replaced all the rotting board from the bleachers near the ball diamonds. The board will be painted in an week or so after they dry out.
- The old concession booth has been cleaned out as per the request of the Ag Society and Rec Board.
- We replaced the mulch in the Main Street Park, there is one brick left to be installed.
- #2 Canary Cres. has been backfilled, we will be reinstalling the culverts on the SE corner in the Fall as we have to bore into the catch basin.

25-Jun-15
Mayor

25-Jun-15
CAO

Town of Sedgewick – Director of Parks and Recreation Report – Period Ending June 25th, 2015

Marta Hampshire, Director of Parks and Recreation reported attendance to the following meetings since the May 21st, 2015 Council meeting.

May 25th - The Recreation Board had their monthly meeting to discuss the issues that have arisen over the past month.

May 27th - Information session for Spray park with ParkNPlay representative and Spray Park Committee members. The meeting was open to the public however only a few board members attended along with the Community Press.

May 30th – Facilitated and hosted the 2015 Sprint and Try-It Triathlon.

June 7th- July 1st meeting of all groups involved in organizing and participating in events. From this meeting Dan Branden and other individuals have donated another \$1,000 towards July 1st fireworks.

June 7th – Attended the Sedgewick Lake Park meeting to review the spray park project.

June 17th - AED Demonstration for acquisition of new AED was held at Fire Hall.

Fortis Grant:

- We were fortunate to receive a \$3,000 cheque from Fortis for trees for the Golf Club. The cheque was presented on June 1st to the Golf Club by Fortis.

Canada 150 Grant:

- An application was submitted to Canada 150 Community Infrastructure program for \$165,000 for the Sedgewick Lake Community Spray Park.

Lacrosse Tournament:

- The weekend of June 12-14 the local Flagstaff Fusion Lacrosse Association will be hosting a provincial tournament with 27 teams and 380 players and families will be in attendance. I have spoken to C. Polege to have all aspects pertaining to her job at this tournament dealt with before start of tournament as directed by CAO Davis.

Killam Sedgewick Sprint Triathlon:

- We held a successful event with 58 participants attending; we had great feedback.
- We have the majority of our expenses underwritten by businesses in Killam and Sedgewick.
- Alberta Triathlon Association was present to aid in and monitor our Triathlon.

Capital Upgrades:

- Proposals for new heating system for bowling area, curling and library are still being reviewed.
- I have been in touch with Rebel Mechanical to obtain a second quote for heating system.

Ongoing Maintenance and Repairs

25-Jun-15
Mayor

25-Jun-15
CAO

Town of Sedgewick – Director of Parks and Recreation Report – Period Ending June 25th, 2015

- The fire exits in the arena area above the sky boxes are going to be removed and other electrical issues will be implemented as soon as TNT is able to accommodate.
- The VRA (Vehicle Refueling Appliance) will be repaired August 5th just before season begins.

General Overview:

- An ATM has been installed in the arena for easy access for customers in facility June 10th.
- Pepsi vs Coke comparison will be addressed in June.
- The AED demonstration provided information to upgrade our existing AED units in town with a small bag containing a razor, 2 sets of gloves, 2 mouth shields, wet or dry wipes, and blunt end scissors. These should be secured to unit for easy access. There are information sheets to be laminated and attached to a wall close by to info individuals on the AED unit and what the advantages are to have one. All AED's in town will be inspected and brought up to standard. With this AED demonstration we have received a new AED to be utilized at the Bowling Alley or wherever needed in town.
- As directed by CAO Davis I have been working on preparing draft operational policies, job descriptions and leases for the Sedgewick Recreation Centre. A discussion is required as to how Council would like the lease between the Sedgewick Rec Board and the Town configured. As discussed previously many rural recreation facilities are leased from Ag Societies as they have the ability to garner different revenues as well as obtain raffle licensing etc. The lotteries foundation is clamping down on casino application therefore pulling additional revenue from our user groups and the community. Direction is required from Town Council as lease development:
 - Does Council want to enter into further discussion with the Ag Society and Rec Board with the intent of working towards a more cooperative operations lease; OR
 - Does Council want to initiate conversations with the Rec Board to determine what our expectations are for operating the facility and to get their opinion so that a lease can be formulated; OR
 - Continue operating without a lease.

Town of Sedgewick - CAO Report – Period Ending June 25th, 2015

May 22nd – Fire Agreement Review – In attendance with Mayor Robinson, Deb Moffat, CAO Forestburg and Sandy Otto, CAO Hardisty. Collectively the group reviewed the Regional Fire Services Agreement and Regional Fire Chief Agreement in preparation for the upcoming Regional Emergency Services Committee (RESC) meeting. All three communities (Daysland potentially interested) were not in favor of signing the revised agreements. The RESC Terms of Reference was also discussed; it was agreed that Mayor Robinson would request that the TOF be added to the RESC agenda so that members could familiarize themselves with their role at meetings.

May 25th – CAO Meeting, Daysland – notes attached.

May 28th – Land Committee Meeting – In attendance with Clr.'s Sparrow, Skoberg and Imlah.

- Pursuant to conversations held at the April 21st, 2015 regular council meeting a development proposal was received for the construction of a shop on Plan 992 2523; Block 3; Lots 9-11. Conditions were applied to the development permit in reference Bylaw#401/98 (sanitary sewer connections and storm water drainage).
- A meeting was held with Arnett & Burgess, Scott Builders and Senon Engineering. The group discussed the various options and it was agreed that:
 - Sanitary sewer shall be tied into the manhole on the north end of Spruce drive and a line running west along 46th Avenue into a NEW 2-way manhole followed by a line running straight south into the shop. The contractor is to supply the engineered design.
 - Storm sewer – the owner and contractor are considering two options, they are either going to bring in additional fill to bring the lot to grade with storm sewer flowing in to the evaporation pond or they are going to build a ditch and sloped berm along the north side the of property and raise the height of the fence and place along the top of the berm.

May 29th – Fire Agreement Review – Teleconference

In support of the May 22nd, 2015 Fire Agreement Review session a teleconference meeting was held between, Hardisty, Sedgewick and Forestburg RECS Reps (Robinson, Lesmeister, Oberg) and CAO's. The intent of the call was to formulate a cooperative understanding of changes required to the Fire Agreements in a collective manner. The group also discussed the terms of reference for the committee and the committee membership following the potential transition of Strome and Galahad to Hamlets. (notes attached); further discussion held with the Fire Commissioners Office.

June 5th – Grad Convocation – Received both my National Advanced Certificate in Local Authority Administration Level I and Level II through the U of A.

June 8th – CAO Meeting, Killam – notes attached.

(12) Administration

Municipal Secretary, L. Polege attending an education session pertaining to administering and reporting pension services of June 3rd, 2015 in Red Deer.

(26) Bylaw

Fifteen Unsightly Premises clean up orders have been sent. To date, five owners have complied with the notices.

25-Jun-15
Mayor

25-Jun-15
CAO

Town of Sedgewick - CAO Report – Period Ending June 25th, 2015

Two Dog Control order have been sent regarding unregistered animals, dogs at large and not cleaning up dog waste.

Two orders are required to be sent in reference to trees covered in black knot.

(56) Cemetery

- The first annual Cemetery Clean-up took place on June 11th with great representation from the community. Mayor P. Robinson and Clr. C. Rose attended the clean up on behalf of Council and the Cemetery Committee. Users are complying with the new bylaw – administration is working on the new signage what will provide clear details regarding permitted grave decorations and other. Public Works are to install the new garbage cans.

(66) Development

- Plan 802 1829; Block 3; Lot 17 (#2 Canary Cres.) - The site is development ready. The lot can accommodate development with or without a basement. Should an application come forth for the construction of a basement the geotechnical report should be adhered to whereby ensuring geotechnical fabric and drainage pipes are installed. The former basement foundation has been compacted at 95% with the remaining lifts achieving 98% compaction. Had we achieved 100% compaction drainage fabrics, drainage rock and piping would have had to be installed (an potentially removed again and replaced if a basement were constructed). From an economical standpoint it did not make sense to install the drainage material. Final invoices have not been received to date.

2015 Development Permits Issued to Date - June 2015						
Dev. Permit No.	Plan	Block	Lot(s)	Development	Residential Value	Commercial Value
2015-01	5755S	H	12-14	Exterior renovation	8,000	
2015-02	5755S	C	10-14	Fence	3,000	
2015-03	802 1829	3	41	Deck	1,500	
2015-04	3825P	3	4-5	Interior renovation		250,000
2015-05	4239TR	24		Cold storage building		60,000
2015-06	992 2523	3	9-10	Shop		5,500,000
2015-07	3825P	14	17-18	Duplex renovation	17,000	
2015-08	3825P	14	19-20	Duplex renovation	17,000	
2015-09	792 0256	2	1	Mobile home demo		
2015-10	812 0395	1	6	12'x12' deck with cover	900	
2015-11	3825P	12	16-17	22'x16' deck	2,000	
2015-12	3825P	11	3-4	Exterior renovation	20,000	
					69,400	5,810,000

Town of Sedgewick - CAO Report – Period Ending June 25th, 2015

Attachments:

1. Action Items – No action required.
2. CAO Meeting Notes – May 25th, 2015 – No action required.
3. Regional Emergency Services Committee Notes and Terms of Reference Overview
4. CAO Meeting Notes – June 8th, 2015 – No action required.

25-Jun-15
Mayor

25-Jun-15
CAO

Council Action Items

04-Dec-14

19	Amanda/Marta	Review/prepare <i>draft</i> operational policies for Teen Centre.	In progress	
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Council Action Items

15-Dec-14

	For	Item	Action Taken	Date Completed
18	Admin	Seek grants for the installation of a sound system on main street.		

Council Action Items

17-Apr-15

	For	Item	Action Taken	Date Completed
9	Amanda	Proceed with fill on #2 Canary Cres.	Complete	9-Jun-15

Council Action Items

21-May-15

	For	Item	Action Taken	Completed
1	Maxine	Advertise Seniors Week and put poster in front window.	Complete - sign up and in newsletter.	22-May-15
2	Maxine	Letter to the Archives re: approval of the \$50 Donation.	Drafted for Review	
3	Lorna	Issuance of \$50 operating donation to Archives.	In month end chq. run.	25-May-15
4	Maxine	Register PR, (GS,AD?) for the Mayors Causus. Confirm time and details etc.	Perry registered.	26-May-15
5	Maxine	Newsletter highlight from CAC "If you see anything anywhere that seems suspicious please call the RCMP and report it"	Included.	25-May-15
6	Amanda	*Note - FFCS meetings will now be held bi-monthly beginning in September.	Noted.	26-May-15
7	Amanda	Prepare a citizen engagement document for September forum.		
8	Amanda	Forward Council FC Strategic Pathways Report.	Emailed.	22-May-15

9	Greg	Details to Rec Board re: postponing STC until the Fall.	Reported at the May 25, 2015 Rec Board meeting.	25-May-15
10	Lorna	Arrange Parades - FW - Aug 8, ES, July 1, GI June 20. Send email calander confirmation ASAP.	Complete and emailed.	25-May-15
11	Amanda	Proceed with Tax Rate Bylaw.	Complete.	22-May-15
12	Maxine	Upload Tax Rate Bylaw #517.	Complete	22-May-15
13	Lorna	Process GIC as per council dicussion.	Complete.	22-May-15
14	Amanda	Process unbudgeted expenditures, WTP and Fire Hall.	Confirmed with JH and PW.	22-May-15
15	Lorna	Proceed with Tax Recovery process as per recommendations.	All complete and mailed.	29-May-15
16	Max/Lorna	Update new residential/commercial lot values - delete all old values ASAP.	AD prepared and send to all admin staff for website and newsletter.	26-May-15
17	Amanda	Letter to H. Sparrow re: access as per TS/14/01.	Letter complete and emailed.	22-May-15
18	Amanda	Next agenda - LUB Amendments for discussion.	Complete	22-Jun-15
19	Amanda	Contact S. Dempsey re: retaining wall and prepare encroachment agreement.	Spoken with and provided confirmation - agreement still required.	22-May-15
20	Amanda	Contact TOS legal re: Stantec deal.	Complete and emailed.	22-May-15
21	Amanda	Letter to applicant re: B10 advising acceptance with condition of PA.	Letter complete and mailed.	26-May-15
22	Maxine	Upload Cemetery Bylaw #513. Post details on Facebook.	Complete and uploaded.	22-May-15
23	Lorna	Send copy of Bylaw #513 to Fee & Sons and confrim that moving forward, vases may NOT be placed on the foundation base.	Emailed.	25-May-15
24	Max/Lorna	Develop template for Cemetery sign (permitted and non permitted details...)	In progress.	
25	Maxine	Upload Fees and Charges Bylaw #518.	Complete.	22-May-15
26	Lorna	Have PW deliver consuit pipes for sale through the office. Sale of item are subject to GST.	Delivered in front office.	25-May-15

27	Amanda	Process recreation grant applications.	Complete and mailed.	22-May-15
28	Maxine	Upload notification of awards on FB and website.	Complete and uploaded.	22-May-15
29	Amanda	Public Works - Road Work near industrial area.	Discussed with PW on May 26 - will be done this week - was missed.	26-May-15
30	Greg	Discuss with rec board artificail dance floor and sound system in curling rink.		

CAO Meeting - May 25th, 2015 - Daysland

Attendees: Shelly Armstrong, Rod Krips, Deb Moffat, Amanda Howell, Amanda Davis, Kim Borgel, Gwenda Poyser, Sandy Otto, Laura Towers

Water Operator Consortium -

Grant Dixon was supposed to have report to us by May 15 - will give us his proposal

- Also have a proposal that AMSC, M36 and Associated Engineering have put together
- Next meeting will be June 8 in Killam to meet with them – Kim to let us know where and time

SCADA -

May 27th IT (2nd Floor computers from Camrose, George Fedoruk and Tyler are the techs) will be in Hardisty getting the server room set up. Once everything is set up, all IP addresses will be input. At same time they will ensure that all computers are set up to communicate and they will need to visit the plants; will be some cost likely mostly IT time. This should be covered by FIP.

Mobile Mapping -

Gwenda reported that Strome and Galahad have signed contract with DGE Forestburg will be signing on, Sedgewick also, Killam council approved participation. Cost will be based on population of the community, and maintenance will be reasonable.

Regional Bylaw Enforcement - Rod will be meeting with Robin Taylor this week. County has lost one of their Peace officers - will be revisiting the service they will supply to T&Vs - Council made a motion to provide free service - do not know how this will work - If we contract a bylaw officer- we may need to have a vehicle if we hire one regionally need to know exactly what we want - individual contracts or one regional contract

LAURA - get a listing of what each T & V needs - what is your budget for this? Also get info about Peace Officer requirements - call Shelly for this

Fire Agreement - County approved the revised agreement - Kim and Brent reviewed the legal advise - going to Emergency Services Committee next week - Killam's legal opinion reassured them that the agreement is good the way it is.

Beaver Regional Commission Fire Agreement – Rod reported on this. Commission owns all equipment and buildings - new equipment requisition and an operating requisition goes to each member annually - saves all munis \$ - joint training - so it is uniform throughout the region. – *Recommendation* - leave this until we get into Regional Governance study

Protocol for Regional Co-operation -

Project Process -

Projects are identified through the strategic planning session at the annual Regional Forum and prioritized by the elected officials

Scope of each project needs to be

1. clearly defined,
2. anticipated goal needs to be stated
3. ongoing financial obligations need to be budgeted for

FIP will develop and approve the scope of the project
FIP budget should include line item for ongoing projects, as well as

Financial

a- requisition by equalized assessments - define what this will cover - managing partner expenses, Co-ordinator

- b - Capital expenditures on projects - to be determined on a project/project basis through grant funding, percapita and/or equalized assessment, only paid by participating parties
- c. Jointly held equipment replacement costs will be part of the annual requisition
- c. Ongoing project operational costs - identify which partners are part of the project
- d. If a non participating partner decides to join a project they will be required to pay the same amount as others have paid on the project

DEB - will put this into the Protocol and circulate to all CAOs this week.

Regional Governance Proposals -

Recommend to FIP that we proceed with 13 ways, that we use our FIP reserves if necessary to cover the extra cost, and that **LAURA** talk to Mike Schaitel about future ACP grant funding.

LAURA work with Deb to have a good presentation to FIP

Regional Public Works - July 9 Flagstaff County Office

FIP co-ordinator sets agenda, takes notes, - SCADA

- 2016 projects -
- streetsweeping - Killam has one available
- Sedgewick has a bucket truck
- Good idea to bring in a speaker
- joint training - what is needed??
- develop a list of rental equipment available
- Men with Depression by AHS
- what do we do about WTP operators

LAURA develop a Terms of Reference for Regional Public works - how often to meet - agenda, etc

Next meeting - June 8 - Grant Dixon presentation - Kim to let us know location and time.

Round table - Amanda Davis - Rural environment course -

Excellent course through U of A - Applied Land Use tab

Intermunicipal Development Plan - do not start yours until the new Land use Framework has been put in place by the Province. Could be initiating discussions with the County on IDP

Forestburg - Mud Bog issues

Heisler - SDAB hearing

Killam - getting summer funding

- waterline replacement, sewer upgrades, doing a residential subdivision, having to repair main street sidewalks - tree grates are warping

Strome - finishing water valve replacement projects, some paving

- had infrastructure study upgraded

Galahad -

Hardisty - 2 motels about 65% complete - a little sidewalk repair work, water and wastewater master plans

- had one mtg with Flagstaff on IDP review - discussing a change of boundaries
- had to hire a WTP person - Doug had to return to Drumheller
- working on a False alarm bylaw

Alliance – Lagoon upgrades are major project this year.

- Jacquie takes over as CAO on June 1

Daysland - sewer repairs, curbs and gutters, had to let go a PW person

Lougheed -

Notes prepared by Laura Towers.

**Regional Emergency Services Committee
Fire Service Agreements – Co-operative Recommendation**

On behalf of the Towns of Forestburg, Hardisty, (Daysland) and Sedgewick collectively our communities are NOT in favour of signing the revised Fire Services Agreement as presented by Flagstaff County. We commit to providing fire services under the All Hazards Mutual Aid Agreement until such time that a co-operative contractual agreement can be prepared.

As a group we are of the opinion that a contractual agreement should be developed whereby supporting the interests of all parties involved and eventually working towards the development and implementation of a fire commission of some sort.

As contractors it is our responsibility to set the terms and conditions of providing services; the current agreement leaves concerns in response to liability issues in the agreements and the County's bylaw.

- The customer is in default of Section 5.1(b) of the terms and conditions of budgetary allocations.
- No set guidelines and/or expectations are in place in regards to a level of service for the Regional Fire Chief as discussed previously however the agreement clearly states that he/she has the authority to take scene command;
- 80% of the fire calls are in a rural area therefore we should be permitted to set the terms as we are the supply of the service;
- Some of the shared equipment is not versatile enough to address both urban and rural incidents;
- Lack of ability to charge contractual rates;
- Length of the agreement (2 years) is too short.

In addition, we have safety concerns regarding the County's Fire Bylaw.

Section 5.2 (f) states:

Require any adult who is not a member, to assist in:

- (i) Extinguishing a fire or preventing the spread thereof;

- (ii) Removing furniture, goods and merchandise from any building or structure on fire on in danger thereof and in guarding and securing same; and
- (iii) Demolishing a building or structure at or near the fire or other Incident.

(I have a call in to the Alberta Fire Commission Office requesting that they review this section of the County Bylaw and to provide comment on their interpretation of it.)

In an effort to be more responsive to the needs of the region our group would like to initiate further discussion on a co-operative agreement with any municipality that is interested in partnering.

EMERGENCY SERVICES COMMITTEE

TERMS OF REFERENCE REVIEW

Concerns raised by Forestburg, Hardisty and Sedgewick:

1. It was felt that the purpose of the terms of reference was clear and concise, however the reference to the committee being a liaison between participating municipalities and the Regional Emergency Services Coordinator gave the perception that the Coordinator is an authority figure over the partners.

Recommendation #1: Remove *“The committee is the liaison between the participating municipalities and the Regional Services Coordinator.”*

2. In regards to membership and quorum, it was felt that as the structure of Flagstaff County and participating municipalities changes through dissolutions, that the three votes held by Flagstaff County could become equivalent to all other participants for quorum purposes (if two municipalities dissolve, only 6 would be required for quorum).

Recommendation #2: That Membership be automatically revisited in the event that there is a structural change to the participating municipalities to ensure that no one municipality has the ability to control the committee.

3. It was felt that the agenda is being prepared by the Regional Emergency Services Coordinator and the meetings are being called at his request.

Recommendation #3: That the recording Secretary prepare the agenda in consultation with the Chair and that a regularly scheduled meeting can only be cancelled by the Chair.

CAO MEETING
June 8, 2015, 10:30 am
Killam Senior's Center

ATTENDEES; Rod Krips
Jacquie Zacharuk
Kim Borgel
Amanda Howell
Deb Moffatt
Amanda Davis
Sandy Otto
Grant Dixon, A & E
Jillian Cormier, AMSC

Grant Dixon presented Associated Engineering Flagstaff Regional consortium proposal.

- Current SCADA system allows for monitoring WTPs and lift stations, but no adjustments can be made remotely.
- Various models already exist in Alberta - Memorandum of understanding, commission, Authority, etc
- Just learned from MA that ACP Grants from 2015 - 16 forward increased to \$100,000
- Summary of Steps
 1. Governance/Operational Model
 2. Water True and Apparent Loss Study
 3. Optional Desktop Asset Management Assessment
 4. Development of a BusinessPlan/Policy Document

Jillian Cormier, *Water and wastewater Services Co-ordinator with AMSC* – provided information

About AMSC's service offerings – 1. Water & wastewater strategic planning

2. Water Audits

3. Rate reviews

AMSC currently has a pilot project in Claresholm

Laura - E-mail FIP Board for approval to apply for

1. ACP grants for Regional Water Study for Village of Forestburg
2. ACP grant for Asset Management for Town of Sedgewick

Grant is willing to do both applications on our behalf for \$5,000.

Is committee willing to spend \$5,000 from FIP for AE to do the grants apps ?

Need to let Grant know by Friday the 19th if we want him to do the applications.

Meeting adjourned at Noon.

Thanks to Killam for organizing a great lunch!

The Regular Meeting of Sedgewick Town Council was held in the Council Chambers of the Sedgewick Town Office, Sedgewick, Alberta on Thursday, May 21st, 2015 at 4:00 pm.

Present	Perry Robinson	Mayor
	Fred Watkins	Councillor
	Wayne Dame	Councillor
	Greg Sparrow	Councillor
	Grant Imlah	Councillor
	Cindy Rose	Councillor
	Erik Skoberg	Councillor
Present	Amanda Davis	Chief Administrative Officer
	Maxine Steil	Recording Secretary

Call to Order Mayor P. Robinson called the meeting to order at 4:00 PM.

Agenda

2015.05.109	MOTION by Clr. E. Skoberg that the agenda be approved as presented.	<u>CARRIED.</u>
<u>Correspondence:</u> After-Hours Partnership	Northern and Southern Alberta After-hours Child Intervention Services provided a letter advising of province wide support for Albertans who need child intervention and family support services starting April 1 st , 2015.	
Seniors Week	Notification was received that communities across Alberta will be celebrating Seniors Week from June 1-7 th , 2015.	
2015.05.110	MOTION by Mayor P. Robinson that the Town proclaim June 1 st - June 7 th , 2015 as Seniors Week in Sedgewick.	<u>CARRIED.</u>
Historical Society	A letter was received from the Sedgewick Historical Society seeking a \$50 donation from local businesses to generate operational funds.	
2015.05.111	MOTION by Clr. C. Rose that the Town of Sedgewick provide a \$50 donation to the Sedgewick Historical Society as per the request.	<u>CARRIED.</u>
SPL	The Sedgewick Public Library (SPL) board submit a letter of concern to the Town regarding the insufficient heating system in the library. Clr. G. Sparrow advised that the Sedgewick Rec Board has deemed necessary repairs to the heating system as a priority and will attend to the concern.	
FCMRRC	Flagstaff Community Medical Recruitment and Retention Committee (FCMRRC) provided minutes of the FCMRRC meeting held on April 21 st , 2015.	
Mayors Caucus	Alberta Urban Municipalities Association (AUMA) advised that registration is open for the June Mayor's Caucus in Strathmore on June 17 th , 2015 for municipalities under 2,500 in population.	
2015.05.112	MOTION by Clr. G. Imlah authorizing Mayor P. Robinson et. al's attendance at the June 17 th , 2015 Mayors Caucus in Strathmore.	<u>CARRIED.</u>
LOC	A list of correspondence items was reviewed by Council, as per the list attached and forming part of these minutes.	
2015.05.113	MOTION by Clr. F. Watkins to accept correspondence items and file as information.	<u>CARRIED.</u>
Financial Statements	Council reviewed the Financial Statement for the month ending March 31 st , 2015 as attached and forming part of these minutes.	
2015.05.114	MOTION by Clr. G. Sparrow that the Financial Statement for the month ending March 31 st , 2015 be approved as presented.	<u>CARRIED.</u>
	Council reviewed the Financial Statement for the month ending April 30 th , 2015 as attached and forming part of these minutes.	
2015.05.115	MOTION by Clr. W. Dame that the Financial Statement for the month ending April 30 th , 2015 be approved as presented.	<u>CARRIED.</u>

Withdraw	Pursuant to Section 172 of the Municipal Government Act (MGA), Clr. C. Rose withdrew from discussions on the next business matter.
Accounts	Council reviewed the issuance of General Cheques and Payroll Cheques for the month ending April 30 th , 2015 as attached to and forming part of these minutes.
2015.05.116	MOTION by Mayor P. Robinson to approve issuance of General Cheques #3915-3981, totaling \$180,873.97 and Payroll Cheques #0419-0438, totaling \$26,996.07 for the month ending April 30 th , 2015. <u>CARRIED.</u>
Entrance	Clr. C. Rose resumed discussions.
<u>Committee Reports:</u>	Council provided written reports to May 21 st , 2015 as attached to and forming parts of these minutes.
CAC	Clr. G. Imlah reported attendance to the May 11 th , 2015 Citizens Advisory Committee (CAC) meeting.
FFCS	Mayor P. Robinson reported attendance to the June 13 th , 2015 Flagstaff Family and Community Services (FFCS) meeting.
2015.05.117	MOTION by Clr. G. Imlah that the Committee Reports be approved as presented. <u>CARRIED.</u>
<u>Public Works Report:</u>	A written public works report was provided to May 21 st , 2015 as attached to and forming part of these minutes.
Compost Bins	Discussion held regarding the location and misuse of the compost bins. Council directed administration to investigate alternate locations for the compost bins.
2015.05.118	MOTION by Clr. E. Skoberg that the Public Works report be approved as presented. <u>CARRIED.</u>
<u>Parks and Recreation Report:</u>	A written Director of Parks and Recreation report was provided to May 21 st , 2015 as attached to and forming part of these minutes.
Fundraiser Initiative	Director of Parks and Recreation sought discussion of council regarding an ongoing fundraiser to collect recyclable bottles in an effort to raise funds for July 1 st fireworks.
2015.05.119	MOTION by Clr. G. Sparrow that this discussion regarding a recyclable bottle fundraiser be deferred to the next regular meeting. <u>CARRIED.</u>
2015.05.120	MOTION by Clr. W. Dame that the Director of Parks and Recreation report be approved as presented. <u>CARRIED.</u>
<u>CAO Report:</u>	CAO Davis provided a written Administration report to May 21 st , 2015 as attached to and forming part of these minutes.
STC	Discussion held regarding the Sedgewick Teen Centre (STC) and capacity to oversee the program along with policy development.
Public Engagement	Discussion held regarding ongoing community development and strategic planning initiatives.
2015.05.121	MOTION by Clr. G. Sparrow directing Administration to develop a community development document for review of council and further to arrange a public engagement session in September to address strategic initiatives. <u>CARRIED.</u>
Parade Schedule	Parade schedule and drivers for 2015 shall be: <ol style="list-style-type: none"> 1. June 20th, 2015 - Killam - Grant Imlah 2. July 1st, 2015 - Sedgewick - Erik Skoberg 3. July 18th, 2015 - Hardisty - Lorna Polege 4. August 8th, 2015 -Lougheed - Fred Watkins
2015.05.122	MOTION by Clr. E. Skoberg that the CAO report be approved as presented. <u>CARRIED.</u>
<u>Minutes:</u>	Council reviewed the minutes of the April 16 th , 2015 regular council meeting.
2015.05.123	MOTION by Clr. G. Sparrow that the minutes of the April 16 th , 2015 regular council meeting

be approved as presented.

CARRIED.

Business:

Tax Rate Bylaw

Tax Rate Bylaw #517 was presented to Council for review.

2015.05.124

MOTION by Clr. F. Watkins to give first reading to Bylaw #517.

CARRIED.

2015.05.125

MOTION by Clr. G. Imlah to give second reading to Bylaw #517.

CARRIED.

2015.05.126

MOTION by Clr. E. Skoberg to have third reading of Bylaw #517.

CARRIED UNANIMOUSLY.

2015.05.127

MOTION by Clr. G. Sparrow to give third and final reading to Bylaw #517.

CARRIED.

GIC Renewal

The Town's Sedgewick Killam Natural Gas System (SKNGS) reserve fund GIC matured on April 21st, 2015, further direction for investment was required.

2015.05.128

MOTION by Clr. C. Rose that the Town of Sedgewick reinvest the SKNGS operations fund into a one-year non-redeemable GIC with Alberta Treasury Branch with an interest rate of 1.90%.

CARRIED.

**Unbudgeted
Expenditure**

Pursuant to Policy C.2.f two unbudgeted expenditures were presented for Council approval.

2015.05.129

MOTION by Mayor P. Robinson that Council authorize an unbudgeted expense pursuant to Policy C.2.F for repairs to filter #2 in the water treatment plant with a maximum expenditure of \$24,600 with the use of funds from the Water Contribution to Capital Reserve account.

CARRIED.

2015.05.130

MOTION by Clr. F. Watkins that Council authorize an unbudgeted expense pursuant to Policy C.2.f for the replacement of the overhead doors and the installation of a manual transfer switch in the Sedgewick Fire Hall with a maximum expenditure of \$35,000 with the use of funds from the Fire Building Capital Reserve account.

CARRIED.

Tax Recovery

Plan 1251KS; Block 10; 2A is subject to tax sale pursuant to section 412 of the Alberta Municipal Government Act (MGA).

2015.05.131

MOTION by Clr. G. Imlah that council set a reserve bid of \$129,246 on the property legally described as Plan 1251KS; Block 10; Lot 2A in accordance with Section 419 of the-MGA and that the property be advertised for tax sale; and further that:

- a. August 6th, 2015 be set as the date for the public auction;
- b. The public auction shall be held in the Sedgewick Town Office located at 4818-47th Street at 11:00 AM.
- c. That CAO Davis and/or Municipal Secretary L. Polege be appointed the Designated Officer;
- d. Conditions of the sale - payment for the property must be made in full on the day of the public auction by means of certified cheque, bank draft or money order.

CARRIED.

**Municipal Lot
Values**

Pursuant to Council direction Administration presented updated lot values on all publically owned land.

2015.05.132

MOTION by Clr. G. Sparrow that the Town of Sedgewick's residential lots be re-valued as follows (prices excluding GST):

- a. Plan 2500AE; Block L; Lot 18-20 = \$23,545
- b. Plan 802 18291 Block 3; Lot 17 = \$24,202
- c. Plan 802-1829; Block 4; Lot 3 = \$20,925

and further;

that the Town of Sedgewick's commercial lots be re-valued as follows (prices excluding GST):

- d. Plan 3825P; Block 2; Lots 28P-31 = \$18,180

Any lots that have not been defined shall remain unchanged.

CARRIED.

Recess		
2015.05.133	MOTION by Mayor P. Robinson to recess the meeting at 6:15 PM.	<u>CARRIED.</u>
Reconvene		
2015.05.134	MOTION by Mayor P. Robinson that the meeting reconvene at 6:39 PM.	<u>CARRIED.</u>
Subdivision Access	In accordance with the conditional approval of subdivision file TS/14/01 the applicant submit a second request to Council for revised site access.	
2015.05.135	MOTION by Clr. G. Imlah that Sedgewick Town Council require the applicant to develop the portion of 46 th Avenue (Poplar Avenue) in accordance with Subdivision TS/14/01 whereby providing legal access to the proposed lot.	<u>CARRIED UNANIMOUSLY.</u>
Land Use Bylaw #461	Discussion held regarding future growth in accordance with the Town of Sedgewick's Land Use Bylaw (LUB) #416 and the notion of updating the Urban Reserve District.	
2015.05.136	MOTION by Clr. C. Rose that Council defer discussions regarding LUB #461 - Urban Reserve Zoning amendment to the June 18 th , 2015 regular Council meeting.	<u>CARRIED.</u>
Development Improvement	A boulevard improvement proposal was presented for review on Plan 3825P; Block 8; Lot 1.	
2015.05.137	MOTION by Clr. G. Sparrow that having established soil erosion is occurring pursuant to past development and that there is no alternate solution that a retaining wall be permitted on the boulevard on the north side of Plan 3825P; Block 8; Lot 1 as per the site plan and further that an agreement be put in place whereby holding the property owner responsible for the removal of such wall should any servicing and/or public works maintenance be required.	<u>CARRIED.</u>
In-Camera	MOTION by Mayor P. Robinson to go in-camera at 7:50 PM to discuss legal issues with all persons excluded except Town Council, CAO Davis and Recording Secretary M. Steil.	<u>CARRIED.</u>
2015.05.138		
2015.05.139	MOTION by Mayor P. Robinson to revert to regular meeting at 8:07 PM.	<u>CARRIED.</u>
2015.05.140	MOTION by Clr. G. Sparrow that in accordance with recommendations from legal counsel that the municipality pursue Stantec as follows in an effort to address matters relating to the proposed residential subdivision (Plan 912 1568; Block 27 and Plan 852 0469; Block 26; Lot 4, Plan 852 0469; Block 24; Lot 2):	
	<ul style="list-style-type: none"> i. A mutual acknowledgement by the Town and Stantec that the contract for subdivision engineering services has been frustrated and both parties shall be released of their obligations thereunder; ii. That the Town request to receive electronic copies of all engineering documents produced up to and including the date of paid invoice #923500 (January 14th, 2015); iii. That there be no refund of fees paid to Stantec be sought and invoice #932217 (February 23rd, 2015) be cancelled. 	<u>CARRIED.</u>
Land Development	An offer to purchase Plan 5755S; Block B; Lot 25 was presented for Council review.	
2015.05.141	MOTION by Clr. E. Skoberg that Council accept Station Stop Enterprises offer to purchase Plan 5755S; Block B; Lot 25 in the amount of \$700 plus GST with the inclusion of a standard Purchase Agreement.	<u>CARRIED.</u>
Cemetery Bylaw	Cemetery Bylaw #513 was presented for Council review.	
2015.05.142	MOTION by Clr. G. Imlah to give third reading to Cemetery Bylaw #513.	<u>CARRIED.</u>
Fees & Charges Bylaw #518	Fees and Charges Bylaw #518 was presented for Council Review.	
2015.05.143	MOTION by Clr. E. Skoberg to give first reading to Bylaw #518.	<u>CARRIED.</u>
2015.05.144	MOTION by Clr. G. Sparrow to give second reading to Bylaw #518.	<u>CARRIED.</u>
2015.05.145	MOTION by Clr. C. Rose to have third reading of Bylaw #518.	<u>CARRIED.</u>

- 2015.05.146** MOTION by Mayor P. Robinson to give third and final reading to Bylaw #518. CARRIED.
- RFC** Pursuant to the Recreation Funding Committee (RFC) Bylaw #516 council reviewed fourteen (14) phase 1 grant applications.
- 2015.05.147** MOTION by Clr. F. Watkins that Sedgewick Town Council support the recommendations of the Recreational Funding Committee and fund Phase 1 applications as follows:
1. Sedgewick Ag Society - Snow Mobile Rally - \$825
 2. Battle River Minor Hockey Association - Hockey Program 2015 - \$31,095
 3. Sedgewick Curling Club - 2015 Lease - \$5,000
 4. Flagstaff Fusion Lacrosse Association - Season and Youth Development - \$6,500
 5. Flagstaff Players - Electrical and Upgrades - \$0
 6. Iron Creek Flying Club - 2015 COPA for Kids - \$0
 7. Hardisty Lake Church Camp - Cabin Replacement - \$0
 8. Sedgewick Golf Club - Junior Golf Lessons - \$938.
 9. Sedgewick Public School Parent Support Association - Bowling, Skating, Curling - \$4,000
 10. Sedgewick Minor Ball Society - Diamond Rental - \$1,000
 11. Killam Recreation Board - Pool Programming 2015 - \$6,500
 12. Killam Cyclones Swim Club - 2015 Swim Season - \$0
 13. Valley Ski Club - Ski Hill Operations - \$6,500
 14. Valley Alpine Ski Club - Alpine Race Team - \$0
- CARRIED.
- Round Table** A round table session was held; discussion ensued.
- Adjournment**
- 2015.05.148** MOTION by Mayor P. Robinson for adjournment at 857 PM. CARRIED.

Perry Robinson, Mayor

Amanda Davis, CAO

Request for Decision (RFD)

Topic: Intermunicipal Development Plan (IDP) - Review
Initiated by: IDP
Prepared by: Amanda Davis
Attachments: Intermunicipal Development Plan (FC & TOS)

Recommendations:

1. Sedgewick Town Council direct Administration to send a letter to Flagstaff County requesting a formal review of the IDP and further recommend that an RFP be developed prior to review of the plan AND further that the formal review process be budgeted for 2016.

OR

2. That Sedgewick Town Council defer review of the IDP to the July regular Council meeting.

OR

3. That Sedgewick Town Council not renew the IDP _____.
-

Background:

What is an *Intermunicipal development plan (IDP)* and what are the *fundamental principles* of an IDP?

IDP's are legislated under the Alberta Municipal Government Act (MGA) for all municipalities over 3500 people. To be responsible stewards of our land and environment both natural and manmade it is highly advisable for all municipalities regardless of size to have an IDP.

An IDP is a statutory plan that is prepared by neighboring municipalities to identify urban fringe and referral areas for future growth and development.

The underlying fundamental principle adopted by all municipalities is that all municipalities are equal and have the right to growth and development. The key purposes of an IDP are:

- Ensure orderly development, while protecting the urban municipalities for future expansion;
- Establish a framework for attracting economic opportunities for the region;
- Improve opportunities to secure long-term economic base for the region;
- Ensure municipalities are development ready and future oriented in their efforts to attract economic activity;
- Ensure that municipalities are developed in a manner that is equitable and fair to the residents of the municipalities;
- Identify an urban fringe for future growth;
- Identify referral areas;
- Protect long-term growth of the Town; and
- Identify areas within the Town contemplated for development to minimize the impact on County developments;
- Identification of areas for the development of Industrial Parks within the urban fringe and referral area, including development standards and Area Structure Plan principles;
- Develop land-use policies to provide for and in support of economic development that will benefit the region both economically and socially;
- Develop a plan for the provision of utility corridors to provide for future growth and development of the region, and to ensure oil and gas development/pipelines do not inhibit or restrict the future development of the region;
- Create effective coordination of transportation systems and protection of required land for future road and trail network developments;

- Develop land-use policies to ensure that future sites for schools and recreation areas are protected;
- Identify and protect physical features and environmentally sensitive areas;
- Establish an effective referral mechanism and dispute resolution mechanism;
- Establish effective plan administration and implementation;
- Ensure land is available to enable the Town to grow in an orderly manner through annexation policies;
- Ensure each IDP has a clear provision for amendments

Current:

The Town of Sedgewick and Flagstaff County adopted our IDP in 2009. In accordance with the terms and conditions of the IDP 2015 is the time for a formal review process. Earlier this year when Council discussed the IDP review, Administration had recommended that we defer review until the Alberta Land Use Framework(LUF)/North Saskatchewan Regional Plan was revised by the province.

After ongoing review and research, Municipal Affairs has advised that if the Town is going to proceed with the review of our IDP we may proceed and that the LUF may not be approved and ready for two more years. It was also noted that LUF would most likely impact our Land Use Bylaw's versus IDP's.

Pause for thought:

- How important is an IDP to Sedgewick Town Council?
- What benefits can be realized within the Flagstaff Region by adopting and reviewing a new IDP?
- How can the relationship with Flagstaff County and the Town be improved in an effort to better service delivery to the residents and visitors of the region?

Town Council has two options for reviewing the IDP:

1. Brief overview of the IDP costing approximately \$3,000;
2. Complete review and amendment costing approximately \$15,000.

Flagstaff County has proposed moving through this review with their planners, Municipal Planning Services (MPS). The Town of Sedgewick engages with West Central Planning Agency (WCPA). To ensure we get the most value Council should consider requesting the development of a RFP (Request for Proposal).

In addition – plans to be aware of that support, build on and improve IDP's:

1. Alberta Land Use Framework;
2. Land Use Bylaw;
3. Municipal Development Plans;
4. Area Structure Plans;
5. Area Redevelopment Plans;
6. Economic Development Plans

What is council's vision for the future?

- What will access to our community look like?
- How can new developments be serviced?
- How will our economic base be enhanced?
- Is there a better way to provide services and can this be achieved through the IDP?
- Is there room to compromise?

Flagstaff County Town of Sedgewick

INTERMUNICIPAL DEVELOPMENT PLAN

FLAGSTAFF COUNTY

Bylaw # 07/09

TOWN OF SEDGEWICK

Bylaw # 466

Prepared by:
Austrom Consulting Ltd.

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1. INTRODUCTION

1.1 Plan Organization

- 1) The Flagstaff County and the Town of Sedgewick Inter-municipal Development Plan has been organized into three sections:
 - a) **SECTION 1 INTRODUCTION** includes the purpose and background, goals of the IDP, enactment, duration, description of the plan area, enabling legislation, guiding principles, public engagement process and key definitions.
 - b) **SECTION 2 PLAN POLICIES** includes the plan area, land use concept, utility and stormwater management policies; transportation policies; environmental protection, recreation and open space, infrastructure corridors; oil and gas infrastructure; and economic development.
 - c) **SECTION 3 PLAN ADMINISTRATION AND IMPLEMENTATION** includes adoption process, approving authorities, plan amendments, establishment of the inter-municipal committee, plan review, plan termination/repeal, annexation, dispute resolution, and correspondence.

1.2 Purpose and Background

- 1) The municipalities of Flagstaff County (County) and the Town of Sedgewick (Town) agreed to enter the process to jointly develop an inter-municipal development plan (IDP).

“The purpose of the IDP will be to ensure that a coordinated and cooperative approach is in place for managing the use and development of lands adjacent to the boundary of Sedgewick, within Flagstaff County”.

- 2) The Town and County have agreed to undertake the process for preparing and adopting, by bylaw, the IDP which will address the principles, policies and considerations outlined in this document.
- 3) The Town and County recognize that all municipalities are equals and have the right to growth and development. Both municipalities have agreed that a negotiated IDP is the preferred method of addressing inter-municipal land use planning issues within the IDP area and that it represents the best opportunity for a continuing cooperative working relationship between the two municipalities.
- 4) The municipal policy framework for the preparation of an IDP is contained within the County and Town Municipal Development Plans. The Town’s Municipal Development Plan, Map 2, identifies development opportunities for lands adjacent to the Town. In addition, Part 13 contains policies regarding inter-municipal planning and cooperation. The County’s Municipal Development Plan contains inter-municipal policies and supports the protection of a 3.2 kilometre area around each urban municipality for urban expansion plans and industrial parks.
- 5) Nothing contained within this IDP is intended to nor shall be interpreted as fettering either Council’s discretion.

1.3 Goals of the IDP

- 1) The overall goals of the Flagstaff County and Town of Sedgewick Inter-municipal Development Plan are to:
 - a) Ensure orderly development, while protecting the area surrounding the Town for future expansion;
 - b) Establish a framework for attracting economic opportunities;
 - c) Improve opportunities to secure a long-term economic base for the region;
 - d) Ensure the municipalities are development ready and future oriented in their efforts to attract economic activity; and
 - e) Ensure that the municipalities are developed in a manner that is equitable and fair to the residents of the municipalities.
- 2) The IDP and the various cost sharing agreements together form the basis of cooperative effort between the Town and the County to work together to serve the needs of their communities.

1.4 Enactment

- 1) The policies contained within the Flagstaff County and Town of Sedgewick Inter-municipal Development Plan Bylaw come into force once the County and the Town Council have given Third Reading to this IDP Bylaw. The intent is not that any policies in the IDP Bylaw be applied retroactively to any applications that are already in process.

1.5 Duration

- 1) The IDP sets forth, in general terms, the strategic patterns for land uses, servicing and transportation policies as well as other mutually agreed to policy directions to the year 2019. While the IDP is meant to be a long range planning document, it is intended that regular monitoring, review and periodic amendments may be required for policies in the IDP to remain current with changing trends, technologies and growth within the region.
- 2) The IDP sets forth a process for amendment and repeal of this document when it is in the mutual interests of the County and the Town to do so.
- 3) A systematic review of the IDP shall be undertaken every three years from the date on which the IDP comes into effect.

1.6 Plan Area

- 1) The IDP area encompasses lands north, west, east and south of the present corporate limits of the Town of Sedgewick as shown on Map 1 – Plan Area. Property owners within the IDP area, adjacent property owners, residents of the Town and other interested parties have been consulted during the IDP planning process.

- 2) The IDP area encompasses lands identified as the Urban Expansion Area, and Referral Area as defined in Section 1.10 of this Plan.

1.7 Enabling Legislation

- 1) The contents of an Inter-municipal Development Plan are outlined in Section 631 of the Municipal Government Act which reads:

“631(1) Two or more councils may, by each passing a bylaw in accordance with this Part or in accordance with section 12 and 692, adopt an inter-municipal development plan to include those areas of land lying within the boundaries of the municipalities as they consider necessary.

(2) An inter-municipal development plan

(a) may provide for: (i) the future land use within the area, (ii) the manner of and the proposals for future development in the area, and (iii) any other matter relating to the physical, social or economic development of the area that the councils consider necessary, and

(b) must include: (i) a procedure to be used to resolve or attempt to resolve any conflict between the municipalities that have adopted the plan, (ii) a procedure to be used, by one or more municipalities, to amend or repeal the plan, and (iii) provisions relating to the administration of the plan.

- 2) The procedure for adopting an inter-municipal development plan is described in Section 692 of the Municipal Government Act.

1.8 Guiding Principles

- 1) Maintain an open, fair and honest communication between the two municipalities and affected stakeholders.
- 2) Promote orderly, economic and beneficial land development to minimize the amount of agricultural land converted to other land uses prematurely.
- 3) Recognize the need for urban expansion of the Town and the need for orderly, timely and agreed upon annexation.
- 4) Determine compatible and complementary land uses within the IDP area and adjacent lands while ensuring proposed land uses and development do not interfere or conflict with future urban expansion.
- 5) Development of land use policies to provide for and in support of economic development that will benefit the two municipality's economically and socially.

- 6) Development of a Plan for the provision of utility corridors within the Plan Area to provide for future growth and development of the IDP area, and to ensure oil and gas development/pipelines and/or gravel extraction facilities do not inhibit or restrict the future development of the region.
- 7) Effective coordination of transportation systems and protection of required land for future road and trail network developments.
- 8) Development of land use policies to ensure that future sites for schools and recreation areas are protected.
- 9) Identification and protection of physical features and environmentally sensitive areas.
- 10) Provide for effective IDP administration and implementation mechanisms.

1.9 Public Engagement

- 1) In accordance with Section 692 of the Municipal Government Act, Councils must take measures to involve the public prior to adopting an Inter-municipal Development Plan. Several opportunities and methods have been used to carry out effective public engagement. In summary they include:
 - Media releases to facilitate project awareness;
 - Mailings to affected property owners, adjacent residents and other stakeholders;
 - A public information session was held with affected landowners and other stakeholders within the IDP boundaries. Comment sheets and a survey were provided to encourage feedback on the Draft IDP.
 - A combined Public Hearing held before Flagstaff County and the Town of Sedgewick Councils to allow all parties to make representations on the IDP.

1.10 Definitions

- 1) All the terms and meanings in this IDP shall carry their normal definitions unless otherwise defined herein:

“area structure plan” means a statutory plan, adopted by bylaw, which provides a policy framework for subsequent redesignation, subdivision and development of a specified area of land in the municipality pursuant to Section 663 of the *Municipal Government Act*.

“development” means an activity taking place on a parcel as defined pursuant to the *Municipal Government Act*.

“confined feeding operation” is an agricultural operation as defined within the *Agricultural Operations Practices Act*.

“farmstead” means an agricultural dwelling and improvements as defined within the *Flagstaff County Land Use Bylaw*.

“fragmented parcel” means a parcel of land that is separated from the balance of the remainder of the parcel as defined within the *Flagstaff County Land Use Bylaw*.

“multi-lot country residential subdivisions” shall be considered to be any subdivision which will create four or more country residential parcels on a quarter section.

“referral area” are lands within the plan area that are intended for the eventual growth of the Town; within this area the County will refer to the Town for comment on proposed development activities.

“urban expansion area” are lands where growth patterns remain as anticipated, be the primary urban expansion area and the priority area for future annexations by the Town.

“utility services” means a parcel serviced with municipal gas, water and sewer services.

2. PLAN POLICIES

2.1 Plan Area

Goal – To protect the lands identified as the Urban Expansion Area from fragmented un-serviced development; to encourage collaborative planning within the remaining IDP lands identified as the Referral Area; and to minimize premature subdivision activity within the agricultural area surrounding the Town.

1) General IDP Policies:

- a) Confined feeding operations requiring registrations or approvals and manure storage facilities requiring authorization under the Agricultural Operations Practices Act shall not be allowed within the IDP Area.
- b) The County will refer all subdivision applications, Municipal Development Plan and Land Use Bylaw amendments, and Area Structure Plans within the IDP Area to the Town for comment.
- c) Any disputes shall be dealt with through the procedure outlined within Section 3.9 of this **Plan**.

2) Urban Expansion Area Policies:

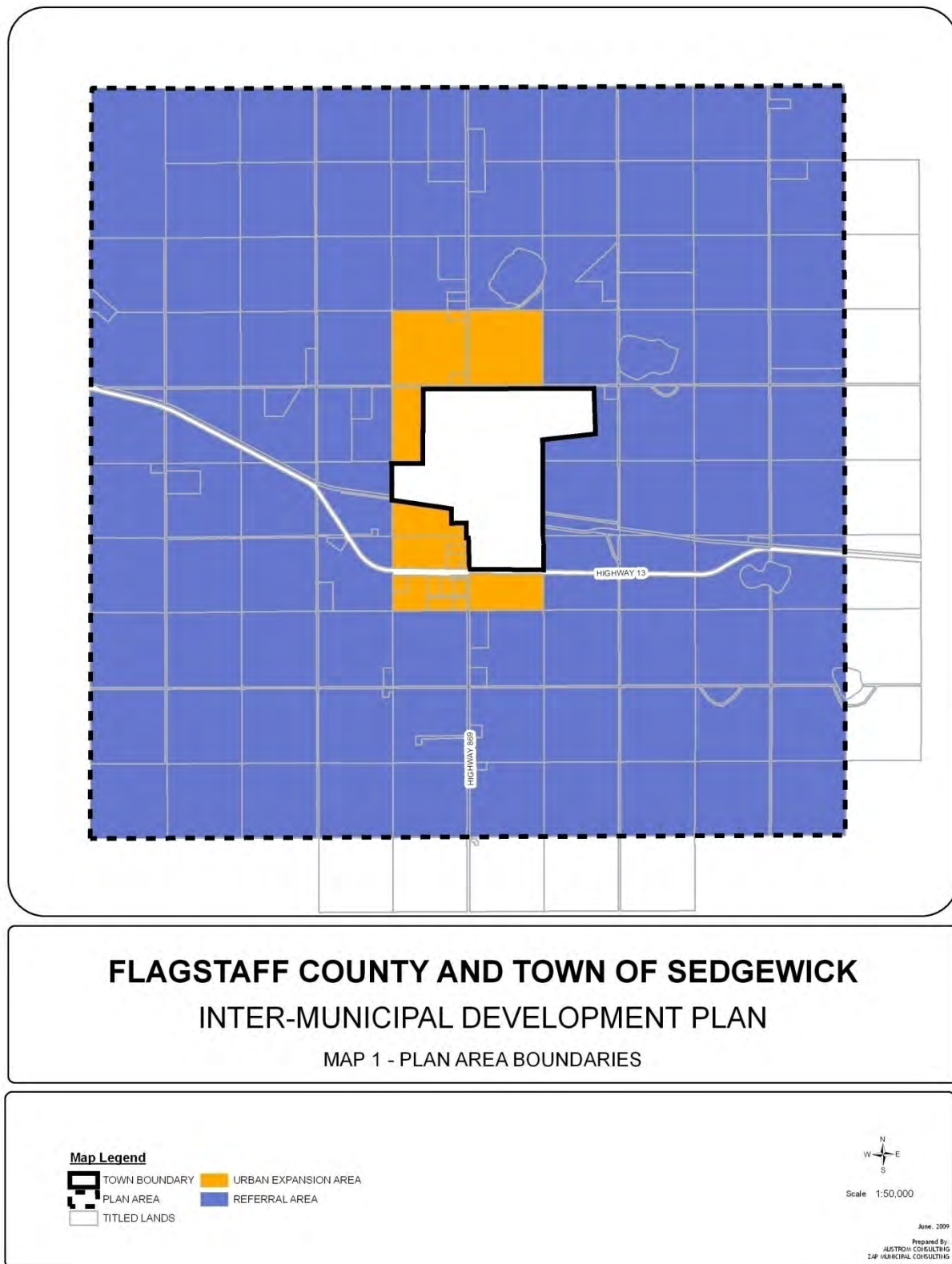
- a) The Urban Expansion Area will consist of lands identified as the “urban expansion area” identified on Map 1, Plan Area Boundaries.
- b) Area Structure Plans within the Urban Expansion Area shall be required where:
 - i) The subject lands are within 0.8 kilometres of Highway 13 and Highway 869; or

- ii) The subdivision of the subject lands will result in the creation of a parcel or parcels for residential purposes and, combined with previously subdivided parcels, total greater than 6.06 ha (15.0 acres); or
- iii) The subdivision of the subject lands will result in the creation of a parcel or parcels for commercial and industrial purposes.
- c) Farmstead and fragmented parcel subdivisions shall be permitted within the Urban Expansion Area pursuant to the County's Municipal Development Plan.
- d) Multi-lot country residential subdivisions may be permitted within the Urban Expansion Area subject to the provisions of the **Flagstaff County Municipal Development Plan** and Section 2 of this **Plan**.
- e) In addition to referrals cited in Section 2.1 1b, the County shall refer discretionary use development permit applications within the Urban Expansion Area to the Town for comment.
- f) The planning process in the Urban Expansion Area will be a cooperative effort between the Town and the County. Developers will be required to work with the Town and County planning departments to ensure that the development is compatible with the future growth patterns of the Town.

3) Referral Area Policies:

- a) In accordance with the County Municipal Development Plan all subdivision applications and discretionary development permits will be forwarded to the Town for review and comment.
- b) Within the Referral Area the half mile, immediately adjacent to the Town boundaries and the Urban Expansion Area, will be considered as future long term growth areas for the eventual growth of the Town, while still allowing compatible development to occur.
- c) Development standards will be applied by the County to this half mile zone to ensure that orderly redevelopment of the Referral Area can occur.

Map 1 – Plan Area Boundaries

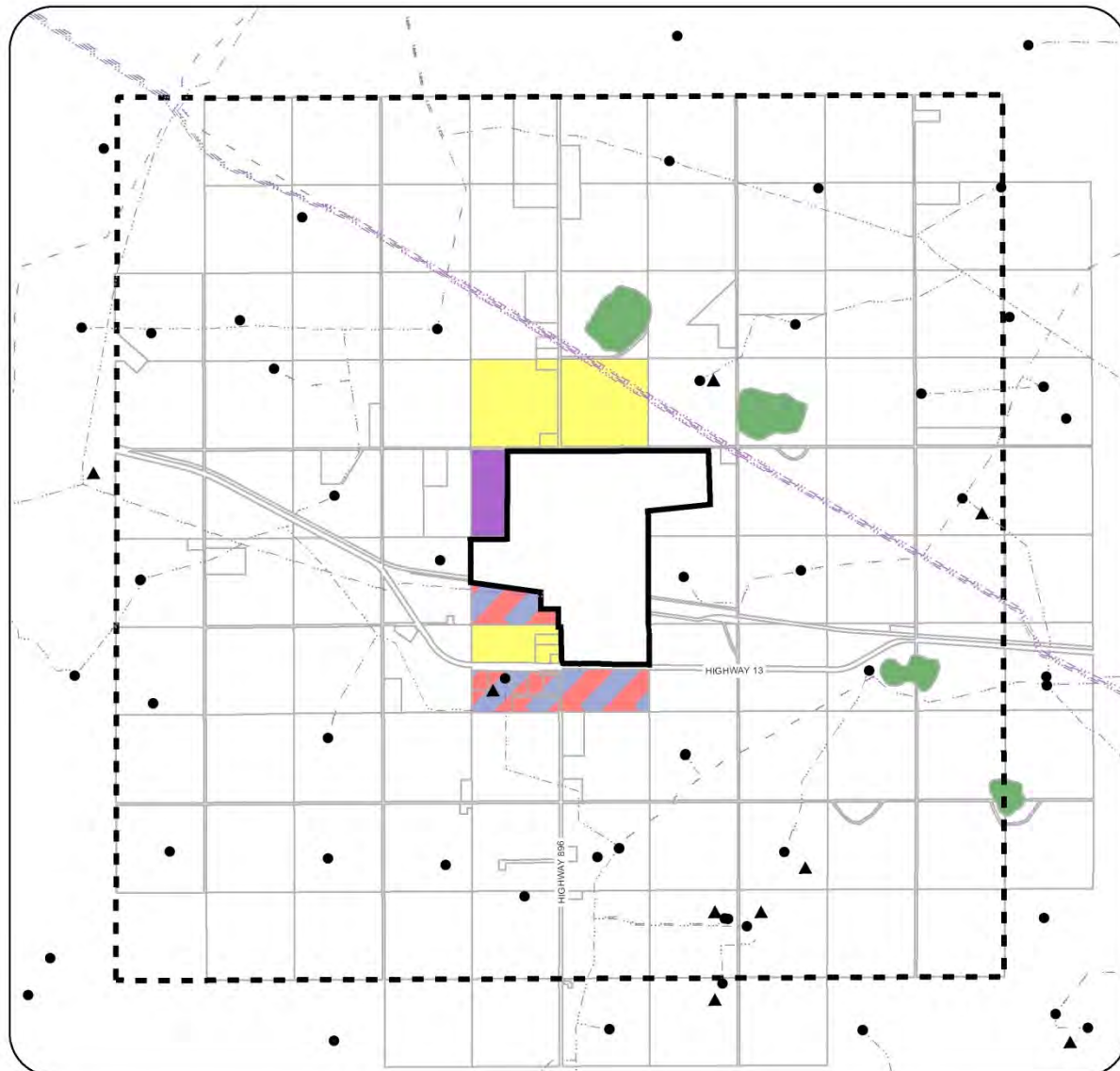


2.2 Land Use Concept

Goal – To ensure that future land uses allowed within the Urban Expansion Area and Referral Area are compatible with the future growth patterns of the Town.

- 1) Flagstaff County agrees that all development within the Urban Expansion Area and Referral Area will be planned to minimize the impact on the growth of the Town.
- 2) Urban Expansion Area Land Use Policies:
 - a) In considering subdivision and development proposals in the Urban Expansion Area, the County Subdivision and Development Authority will ensure the proposed subdivision and/or development conforms to the intent of the Map 2 Future Land Use Concept and the land use policies contained herein.
 - b) Residential, commercial and industrial areas identified in Map 2 shall be used predominantly for these purposes over the long term. Agricultural, local commercial (within residential areas), open space, recreational, institutional and resource extraction industrial uses may also be present based on the detailed land use concept of an approved area structure plan.
 - c) Un-serviced residential development shall be limited to 6.06 hectares (15.0 acres) per quarter section within the Urban Expansion Area. Notwithstanding, the County shall apply a deferred services caveat to all newly created parcels in the Urban Expansion Area to ensure the orderly future servicing of these lands.
 - d) Unless otherwise agreed to in writing by the Town, subdivision and development within the Urban Expansion Area of an area exceeding 6.06 hectares (15.0 acres) per quarter section for multi-lot country residential subdivisions may be allowed where the lot density is at a minimum, equal to the R4 District within the Town of Sedgewick Land Use Bylaw (0.5 acre to 1.0 acre in size) .
 - e) Subdivision and development of commercial and industrial areas within the Urban Expansion Area shall include those uses identified within the Light Industrial Business District of the Town of Sedgewick Land Use Bylaw. Refer to Schedule A
- 3) Referral Area Land Use Policies:
 - a) All land use matters within the Referral Area shall be dealt with in accordance with the **Flagstaff County Municipal Development Plan** and **Flagstaff County Land Use Bylaw**.

Map 2 – Future Land Use Concept



FLAGSTAFF COUNTY AND TOWN OF SEDGEWICK INTER-MUNICIPAL DEVELOPMENT PLAN

MAP 2 - FUTURE LAND USE CONCEPT

Map Legend

- TITLED LANDS
- TOWN BOUNDARY
- PLAN AREA
- ENVIRONMENTALLY SENSITIVE AREAS

- OIL AND GAS FACILITIES
- OIL AND GAS WELLS
- HIGH PRESSURE PIPELINES

FUTURE LAND USE

- RESIDENTIAL
- INDUSTRIAL/COMMERCIAL
- PUBLIC



Scale 1:50,000

June, 2009
Prepared By:
AUSTRIAN CONSULTING
248 HARBORVIEW CONSULTING

2.3 Utility and Stormwater Management Policies

Goal – The lands within the Urban Expansion Area will be eventually serviced and will include suitable stormwater management systems.

1) Plans Required:

- a) Within the Urban Expansion Area, Area Structure Plans shall be accompanied by the preparation of the following:
 - i) Water and Wastewater Servicing Plans; and a
 - ii) Stormwater Management Plan.

2) Utility Services:

- a) Services for all developments outside of the Town boundaries shall not connect to the Town's infrastructure system until such time that the land is annexed, unless otherwise agreed to by the Town and County.
- b) The County agrees to require all new parcels created in the Urban Expansion Area to be developed with internal water and wastewater servicing to the same standards as the Town (with the exception of multi-parcel subdivisions approved under Section 2.2.2c). Notwithstanding, staged servicing solutions for water and sanitary services may be permitted at the County's discretion, provided that it meets Provincial regulations. On an interim basis, developments may also be served via cistern and hauling (for water) and pump-out tanks (for wastewater), hauling to the Sedgewick Wastewater Lagoon, until such time as the lands are annexed and water and wastewater transmission lines are extended to the area, and subject to the developer entering into a deferred servicing agreement with the County.
- c) For developments requiring or proposing to require water and wastewater services in the Urban Expansion Area, the Town and County agree to enter into a joint servicing agreement for said services.
- d) For developments located within the Urban Expansion Area requiring or proposed to require water and wastewater services from the Town, the County will submit the relevant portions of the development agreement, including full details on the water and wastewater servicing standards and anticipated volumes, for the Town's approval.
- e) The Town, subject to available capacity, payment of the user fees and Alberta Environment approval, agrees to accept, from County residents and developments within the Urban Expansion Area, wastewater from holding tanks that complies with the standards set by the Town.

3) Stormwater Management:

- a) Provisions should be made to control stormwater runoff to predevelopment rates. The number of stormwater management facilities in the Urban Expansion Area should be minimized in order to control ongoing operational and maintenance costs and consumption of developable lands.
- b) Best management practices should be utilized as measures to control stormwater quality. Incorporation of stormwater management facilities with natural areas may benefit the area as a whole. Existing water bodies could be utilized or integrated into stormwater management plans.

2.4 Transportation Policies

Goal – The Town and County will work together and in partnership with the Province in the continual development and maintenance of a safe and efficient transportation network within the IDP area.

- 1) The Town and County will work together and with Alberta Transportation to ensure a safe and efficient transportation network is developed and maintained to service the residents and businesses within the IDP Area.
- 2) When subdivisions are approved in the IDP area, all right-of-way requirements will be secured to ensure that long-term transportation and road plans can be implemented when warranted.
- 3) Developers will be required to construct all roads to County standards.
- 4) As a part of the Area Structure Plan process, Alberta Transportation may require the development of a Traffic Impact Assessment for any subdivision within 0.8 kilometres of Highway 13 and Highway 869.

2.5 Environmental Protection and Open Space

Goal – The municipalities will continue to protect and enhance the existing open spaces.

- 1) Environmentally sensitive lands have been identified within Map 2 Future Land Use Concept.
- 2) Land suitable for Environmental Reserve (ER), in accordance with the provisions of the **Municipal Government Act** may be identified at the subdivision application stage and be dedicated as an Environmental Reserve parcel, and Environmental Reserve Easement or a Conservation Easement.
- 3) The County, when approving subdivisions within the Urban Expansion Area, shall take Municipal Reserves in accordance with the Municipal Government Act. Such reserves shall be deferred to the balance of the parcel unless otherwise agreed to by the Town.
- 4) Through the **Flagstaff County Land Use Bylaw**, appropriate development setbacks from water bodies and watercourses shall be enforced.

- 5) Both municipalities shall recognize and enhance the wide diversity of open space opportunities and seek to identify future partnerships.

2.6 Infrastructure Corridors

Goal – The municipalities will work together to ensure that utility corridors are planned, constructed, and maintained.

- 1) The Town and County acknowledge that the future development within the IDP area is dependent on access to water and wastewater services, and the Town and County agree to work together to ensure the corridors for these services are protected.

2.7 Oil and Gas Infrastructure

Goal – The municipalities will work with the oil and gas industry to ensure that resource infrastructure does not negatively impact future development within the IDP area.

- 1) Oil and gas infrastructure have been identified within Map 2 Future Land Use Concept.
- 2) The Town and County also acknowledge that the development of the oil and gas industry has played an integral part in the development of the region. The Town and County will work with the oil and gas industry to ensure that the orderly development of the Plan area is not unduly restricted by the development of oil and gas infrastructure, including pipelines.
- 3) The County will refer all resource related referrals to the Town on lands identified within the Urban Expansion Area.

2.8 Economic Development

Goal – To promote, develop and enhance infrastructure in order to increase business activity in the region.

- 1) The municipalities have agreed to work together to promote and support economic development that is good for both municipalities. Land use policies will be developed that will support and encourage a cooperative effort in support of economic development.

3. PLAN ADMINISTRATION AND IMPLEMENTATION

3.1 Adoption Process

- 1) The Inter-municipal Development Plan shall be adopted by bylaw by the Town and the County in accordance with the Municipal Government Act.
- 2) The Town's adopting bylaw will specify that although the Town adopts the policies and objectives of the plan, the Town has no legal jurisdiction for lands in the Plan area which are outside of the boundaries of the Town.
- 3) Any amendments to the Municipal Development Plans and Land Use Bylaws of the Town and County required to implement the policies of the Inter-municipal Development Plan should occur simultaneously with the adoption of the plan.

3.2 Approving Authorities

- 1) All the statutory plans impacting the Plan area shall be made consistent with this Plan.
- 2) The County shall be responsible for the administration and decisions on all statutory plans, land use bylaws, and amendments thereto.

3.3 Plan Amendments

- 1) An amendment to this Plan may be proposed by either municipality. An amendment to the Plan proposed by a landowner shall be made to the municipality in which the subject land is located.
- 2) An amendment to this Plan has no effect unless adopted by both municipalities by bylaw in accordance with the Municipal Government Act.

3.4 Establishment of the Inter-municipal Committee

- 1) An Inter-municipal Committee consisting of two (2) Councilors and one (1) Staff member from each municipality will be established to provide the following duties:
 - a) Plan Review;
 - b) Plan Termination/Repeal; and
 - c) Dispute Resolution.

3.5 Plan Review

- 1) The Plan will be formally reviewed by an Inter-municipal Committee once every three years, beginning in 2012 in order to confirm or recommend amendment of any particular policy contained herein. The Committee will prepare recommendations for consideration by the municipal councils.

3.6 Plan Termination/Repeal

- 1) After ten years from the date of the final approval of the Inter-municipal Development Plan, either municipality may initiate the process to terminate/repeal the plan.
- 2) The following procedure to repeal the Plan shall be followed:
 - a) The Town or County may give the other municipality written notice of its intention to repeal the plan.
 - b) Within thirty days of the written notice, an Inter-municipal Committee meeting shall be convened.
 - c) Following the Inter-municipal Committee meeting, the municipality initiating the repeal procedure may either withdraw its intention to repeal the Plan by giving written notice to the other municipality or proceed to consider a bylaw in accordance with the Municipal Government Act to repeal the plan.
 - d) Once one municipality has passed a bylaw to repeal the Plan the other municipality shall also proceed to pass a bylaw repealing the plan.
 - e) In the event the Plan is repealed, the Town and County shall amend their Municipal Development Plans respectively to address the inter-municipal issues in accordance with the Municipal Government Act. Should these required amendments not satisfy the neighbouring municipality the matter may be appealed to the Municipal Government Board.
 - f) Should the Plan be repealed all other agreements relating to developments in the Plan Area will continue to be in force, unless otherwise stipulated in the agreements.

3.7 Annexation

- 1) The County recognizes and agrees that the Town will need additional land to grow and will support annexations that will provide for 20 years of projected growth within the boundaries of the Town and which require municipal utility services from the Town.
- 2) The annexation process may be initiated by the Town through the preparation of a Growth Study and in accordance with the Municipal Government Act.

- 3) The Town and County will endeavour to reach an inter-municipal agreement on the annexation prior to submitting the annexation to the Municipal Government Board.

3.8 Dispute Resolution

- 1) The Town and County agree that disputes relating to the Inter-municipal Development Plan shall be restricted to the following:
 - a) Lack of agreement on proposed amendments to the plan;
 - b) Lack of agreement on any proposed statutory plan, land use bylaw or amendment to either located within or affecting the Plan area; or
 - c) Lack of agreement on an interpretation of this plan.
- 2) Lack of agreement pursuant to s. 3.8(1)(a) or (b) is defined as a statutory plan, land use bylaw or amendment to either which is given first reading by a Council which the other Council deems to be inconsistent with the policies of this Plan or detrimental to their planning interests as a municipality.
- 3) A dispute shall be limited to the decisions on the matters listed in 3.8(1). Any other appeal shall be made to the appropriate approving authority or appeal board that deals with that issue.
- 4) The dispute resolution process may only be initiated by Town or County Councils.
- 5) Identification of a dispute and the desire to go through the dispute resolution process may occur at any time regarding a 3.8(1)(c) dispute matter and may only occur within 30 calendar days of a decision made pursuant to 3.8(2). Once either municipality has received written notice of a dispute, the dispute resolution process must be started within 15 calendar days of the date the written notice was received, unless both Chief Administrative Officers agree otherwise.
- 6) In the event the dispute resolution process is initiated the municipality having authority over the matter shall not give any further approval in any way until the dispute has been resolved or the mediation process has been concluded.
- 7) In the event mediation does not resolve the dispute, the Municipality may proceed to adopt the bylaw and in accordance with the Municipal Government Act, the other municipality will have the right to appeal to the Municipal Government Board.

3.9 Dispute Resolution Process

- 1) Stage 1 Administrative Review - The Chief Administrative Officers of both municipalities will meet in an attempt to resolve the issue first. Failing resolution, the dispute will then be referred to the Inter-municipal Committee. In the event a resolution is not achieved by the 30th day following the first meeting of the Chief Administrative Officer of both Municipalities, either municipality may refer the dispute to the Inter-municipal Committee.

- 2) Stage 2 Inter-municipal Committee Review – The Committee will convene to consider and attempt to resolve the dispute. Failing resolution, the dispute will then be referred to mediation. In the event a resolution is not achieved by the 30th day following the first meeting of the Inter-municipal Committee, either municipality may refer the dispute to the Mediation.
- 3) Stage 3 Mediation – The services of an independent mediator will be retained, with the mediator to present a written recommendation to both Councils. The costs of mediation shall be shared equally between the Town and County.
- 4) Stage 4 Municipal Government Board – In the event the mediation process does not resolve the dispute, the Municipality may proceed to adopt the bylaw and in accordance with the Municipal Government Act, the other municipality will have the right to appeal to the Municipal Government Board.

3.10 Correspondence

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

- a) In the case of Flagstaff County to:

**Flagstaff County
c/o Chief Administrative Officer
P.O. Box 358, Sedgewick, AB T0B 4C0**

- b) In the case of the Town of Sedgewick to:

**Town of Sedgewick
c/o Chief Administrative Officer
P.O. Box 129, Sedgewick, AB T0B 2L0**

IN WITNESS WHEREOF the parties have affixed their corporate seals as attested by the duly authorized signing officers of the parties as of the first day above written.

FLAGSTAFF COUNTY

Reeve

Chief Administrative Officer

TOWN OF SEDGEWICK

Mayor

Chief Administrative Officer

“Schedule A” – Town of Sedgewick Land Use Bylaw Light Industrial Business District

Section 70: LIB Light Industrial Business District

70.1 Purpose:

To provide an area for planned light industrial business parks containing clean industrial uses with compatible commercial uses.

70.2 Uses:

Permitted Uses	Discretionary Uses
Automobile and RV Sales and Rental	Abattoir
Automobile Service Station	Accessory Use
Automobile Supply Store	Auction Mart
Bank / Financial Institution	Autobody and Repair Shop
Caterer	Automobile Repair Garage
Clinic	Bottled Gas Sales and Storage
Convenience Food Store	Caretaker's Residence
Contracting Services – Minor	Communication Tower
Farm Supply Store	Concrete Manufacturing/Plant
Florist Shop	Contracting Services - Major
Food and/or Beverage Service Facility	Dry Cleaning and Laundry Plant / Depot
Gas Bar	Dwelling Units Above Ground Floor Business
Handicraft Business	Feed Mills and Grain Elevators
Hotel	Gaming or Gambling Establishment
Laundromat	Industry/Manufacturing – Small Scale
Light Equipment Repair / Rental	Laboratory
Motel	Livestock Auction Mart
Office Building	Oilfield Support Services
Personal Service Shop	Parking Facility
Pharmacy	Propane Transfer Facility
Public Use	Recreational Amusement Park
Restaurant – All Types	Recreation Facility
Retail Store	Recycling Depot
Shopping Centre	Research Facility
Sign	Seed Cleaning Plant
Supermarket	Tanker Truck Washing Facility
Theatre – Movie	Taxi / Bus Depot
Truck and Sectional Home Sales and Rental	Temporary Mobile Commercial Sales
Truck Stop	Transport/Truck Operation
Veterinary Clinic	Truck and Sectional Home Sales and Rental
Warehouse Store	Truck Stop
	Utility Building
	Vehicle Wash
	Similar Use

70.3 Site Regulations:

In addition to the Regulations contained in Parts Seven, Eight and Nine, the following regulations shall apply to every development in this district.

Minimum Parcel Area	0.4 hectares (1.0 acres).
Minimum Parcel Frontage	30 metres (98.4 feet).
Maximum Building Height	10.0 metres (32.8 feet) without approval of the Development Authority.
Front Yard Setback	9.0 metres (29.5 feet).
Side Yard Setback	3.0 metres (9.8 feet).
Rear Yard Setback	3.0 metres, except where abutting a residential district 7.5 metres (24.6 feet).
Landscaping	When a development is proposed adjacent to a residential land use district, a public park, or a recreational uses, a buffer shall be provided and maintained to the satisfaction of the Development Authority. The buffer may be comprised of any or all of the following: landscaped greenspace; closed or open fencing; trees; and earth berming.
Parking and Loading	Part 8 of this Bylaw.
Outdoor Storage	All outdoor storage shall be screened. All outdoor display shall be screened from residential districts. Storage is not allowed in front yard. Garbage storage shall not have an adverse impact on the use or circulation on the parcel or adjacent parcels.

Request for Decision (RFD)

Topic: SKNGS – YE Financials
Initiated by: SKNGS
Prepared by: Amanda Davis
Attachments: Financial Statement for the Year End of December 31st, 2015

Recommendations:

That the Town of Sedgewick approve the Sedgewick Killam Natural Gas System's financial statement for the year ended December 31st, 2014 as presented.

Background:

At the May 14th, 2015 SKNGS meeting a motion was made that the SKNGS YE financial statement ending December 31st, 2014 be recommended to individual council's for approval (see attached).

SEDGEWICK KILLAM NATURAL GAS SYSTEM

Financial Statements

Year Ended December 31, 2014

(Unaudited - See Notice To Reader)

THOMPSON & ZETTEL

PROFESSIONAL ACCOUNTANTS

MELVIN THOMPSON, C.A.
BLAIR ZETTEL, C.G.A.

P.O. BOX 55
KILLAM, ALBERTA
T0B 2L0
TELEPHONE: (780) 385-3949
FAX: (780) 385-2129
www.thompsonzettel.com

NOTICE TO READER

On the basis of information provided by management, we have compiled the statement of financial position of Sedgewick Killam Natural Gas System as at December 31, 2014 and the statements of revenues and expenditures, changes in net assets and cash flow for the year then ended.

We have not performed an audit or a review engagement in respect of these financial statements and, accordingly, we express no assurance thereon.

Readers are cautioned that these statements may not be appropriate for their purposes.

Killam, Alberta
March 17, 2015


Thompson & Zettel
Professional Accountants

SEDGEWICK KILLAM NATURAL GAS SYSTEM

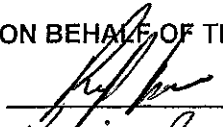
Statement of Financial Position

December 31, 2014

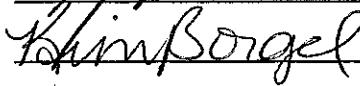
(Unaudited - See Notice To Reader)

	2014	2013
ASSETS		
CURRENT		
Cash	\$ 98,245	\$ 106,022
Term deposits	212,999	104,642
Accounts receivable	188,521	166,936
Inventory	20,341	22,507
Prepaid expenses	17,109	18,575
	<u>537,215</u>	<u>418,682</u>
PROPERTY, PLANT AND EQUIPMENT	120,799	86,641
LOANS AND NOTES RECEIVABLE	22,500	22,500
LONG TERM INVESTMENTS	<u>5,397</u>	<u>111,785</u>
	<u>\$ 685,911</u>	<u>\$ 639,608</u>
LIABILITIES AND NET ASSETS		
CURRENT		
Accounts payable	\$ 140,553	\$ 137,839
Goods and services tax payable	7,934	8,843
	<u>148,487</u>	<u>146,682</u>
NET ASSETS		
General fund	303,648	331,285
Restricted fund	112,977	75,000
Capital fund	<u>120,799</u>	<u>86,641</u>
	<u>537,424</u>	<u>492,926</u>
	<u>\$ 685,911</u>	<u>\$ 639,608</u>

ON BEHALF OF THE BOARD



Director



Director

SEDGEWICK KILLAM NATURAL GAS SYSTEM**Statement of Revenues and Expenditures****Year Ended December 31, 2014***(Unaudited - See Notice To Reader)*

	2014	2013
REVENUE		
Sale of gas	\$ 1,026,588	\$ 672,256
Administration fees	178,608	172,420
Sale of materials	12,719	13,942
Transport charges	7,481	7,481
	<u>1,225,396</u>	<u>866,099</u>
COST OF SALES	<u>1,035,617</u>	<u>689,889</u>
GROSS PROFIT (15%; 2013 - 20%)	<u>189,779</u>	<u>176,210</u>
EXPENSES		
Administration and telephone	12,253	13,076
Bad debts	-	58
Cathodic protection	6,118	-
Contributed to capital	34,158	-
Insurance	5,944	6,046
Memberships	14,597	12,276
Professional fees	2,125	2,125
Repairs and maintenance	3,674	3,309
Sub-contracts	99,300	99,300
Utilities	5,200	5,417
	<u>183,369</u>	<u>141,607</u>
EXCESS OF REVENUE OVER EXPENSES FROM OPERATIONS	<u>6,410</u>	<u>34,603</u>
OTHER INCOME		
Interest income	<u>3,930</u>	<u>3,374</u>
EXCESS OF REVENUE OVER EXPENSES	<u>\$ 10,340</u>	<u>\$ 37,977</u>

SEDGEWICK KILLAM NATURAL GAS SYSTEM

Statement of Changes in Net Assets

Year Ended December 31, 2014

(Unaudited - See Notice To Reader)

	General Fund	Restricted Fund	Capital Fund	2014	2013
NET ASSETS - BEGINNING OF YEAR	\$ 331,285	\$ 75,000	\$ 86,641	\$ 492,926	\$ 454,949
Excess of revenue over expenses	10,340	-	-	10,340	37,977
Contributions (withdrawals)	(37,977)	37,977	34,158	34,158	-
NET ASSETS - END OF YEAR	\$ 303,648	\$ 112,977	\$ 120,799	\$ 537,424	\$ 492,926

SEDGEWICK KILLAM NATURAL GAS SYSTEM**Statement of Cash Flow****Year Ended December 31, 2014***(Unaudited - See Notice To Reader)*

	2014	2013
OPERATING ACTIVITIES		
Excess of revenue over expenses	\$ 10,340	\$ 37,977
Changes in non-cash working capital:		
Accounts receivable	(21,585)	7,972
Inventory	2,166	(3,238)
Accounts payable	2,714	(16,808)
Prepaid expenses	1,466	(1,574)
Goods and services tax payable	(909)	(164)
	(16,148)	(13,812)
Cash flow from (used by) operating activities	(5,808)	24,165
INVESTING ACTIVITY		
Long term Investments	106,388	(1,769)
INCREASE IN CASH FLOW	100,580	22,396
Cash - beginning of year	210,664	188,268
CASH - END OF YEAR	\$ 311,244	\$ 210,664
CASH CONSISTS OF:		
Cash	\$ 98,245	\$ 106,022
Term deposits	212,999	104,642
	\$ 311,244	\$ 210,664
CASH FLOW SUPPLEMENTARY INFORMATION		
Interest received	\$ (3,930)	\$ (3,374)

Request for Decision (RFD)

Topic: Tax Rebate - Request
Initiated by: Ratepayer
Prepared by: Amanda Davis
Attachments: n/a

Recommendations:

1. That should council approve the 25% tax rebate request on Plan 5755S; Block J; Lots 14-22 in exchange for the use of land for public snow removal that administration be directed to prepare a formal stockpile agreement with the land owner setting out all necessary terms and conditions.

OR

2. That council reject the applicants request of a 25% tax rebate on Plan 5755S; Block J; Lots 14-22 as maintenance of lands is consistent with other agreements in Town.
-

Background:

The public works department required additional lands for stock piling snow as development continues to occur in Sedgewick limiting space for dumping snow.

Administration approached the property owner of Plan 5755S; Block J; Lot 14-22 seeking the use of their vacant land to stock pile snow in place of annual grass trimming and weed spraying charges. (There are five properties in Town that public works maintains and that we charge in accordance with our Fees and Charges bylaw. The above noted property is one of them.)

The property owner was satisfied with this exchange which was received via email on October 4th, 2014.

Current:

On June 9th, 2015 the following email was received:

Sent by email (Jun9,2015)

FROM: Ranjit Soniassy (#108 – 1050 West 8th Ave., Vancouver, BC., V6J 1W3)

TO: Ms. Amanda Davis (Chief Administrative Officer, Town of Sedgewick, P.O. Box 129, Sedgewick, AB., T0B 4C0)

SUBJECT: Property Assessment and Tax Invoice 2015

Dear Ms. Davis:

This refers to the above-mentioned Property Assessment and Tax Invoice # 49123, in the amount of \$747.50.

In our communications in October 2014, we reached an agreement, allowing the Town of Sedgewick, to stockpile winter snow in exchange for the annual grass trimming/weed spraying charges. At the time we

made this agreement, I didn't ask that a property tax rebate be included.

I would appreciate it, if the Town of Sedgewick could also grant me a partial rebate of 25% on my property tax for its use of the land.

Please let me know of your decision in time, to allow me to settle this account before your July 31 deadline, without penalty.

Sincerely

Ranjit Soniassy

Tel: 604-732-4476; Email: r.soniassy @ shaw.ca

	Property Tax (inclusive)	Mowing Charges	25% Rebate	Total
2015	748	338	187	\$223
2014	747	300	0	\$1,047
2013	650	475	0	\$1,125
2012	647	240	0	\$887

*average cost of grass trimming for 2015 is \$338 which has been factored in.

CONSIDERATIONS:

The Town of Sedgewick has an agreement in place with the Nazarene Church to utilize their lands for stockpiling snow in exchange for grass trimming in the Spring and Summer and snow removal in the parking lots during the Winter; no tax rebate was negotiated.

Request for Decision (RFD)

Topic: Public Works Incident Report
Initiated by: Public Works
Prepared by: Amanda Davis
Attachments: 1. Compensation Request
2. F.2.d PW Operational Mowing Policy – Revised - *Draft*

Recommendations:

1. That Council deny the resident request for compensation of the windshield as preventative measures of all parties should be taken into account considering the awareness of the surrounding environments.

OR

2. That Council provide 50% compensation being \$457 for windshield replacement and further remind all parties to be aware of their surrounding environments in the future.

OR

3. That Council provide 100% compensation being \$915 for windshield replacement.

AND

4. That Council approve the revised F.2.d PW Operational Mowing policy as presented.

OR

5. That Council defer the revised F.2.d PW Operational Mowing policy to the July 18th meeting for further discussion.
-

Background:

On June 1st, 2015 the Public Works department was completing their weekly mowing along Railway Avenue a rock flung from the mower and damaged a resident vehicle. The written incident report states:

“I mowed three passes inward and then started mowing back and forth north and south. There were no vehicles the majority of the time I was mowing, but then one pulled up and stopped on the north side of the road. I heard a rock go through the mower but didn’t think much of it because I was at least 10 feet from the vehicle; but then I saw the lady waving me down. The rock broke her windshield on the bottom passenger side.”

After speaking with the operator it was confirmed that the resident pulled up while the operator was mowing to talk with a friend along the area in which was being mowed.

Current:

Enclosed is a letter from the resident seeking compensation for the replacement of the said windshield.

In an effort to improve communication with all public works staff and residents the Town’s mowing has been updated and is in draft format (attached).

*Note - a similar incident occurred in 2014 where a rock supposedly flung from the mower hitting a passing car on 50th Street. Council denied the request for compensation.

June 8, 2015

RECEIVED
JUN - 8 2015

To: Town of Sedgewick Town Council:

Re: Accident on June 1, 2015

Details:

On June 1, 2015 I stopped to talk to my parents who were driving east on 48th Ave towards main street. We had a bit of a family crisis going on and I had to let them know I was leaving town. I parked opposite the old Flowers by the Trax Building. The town worker was mowing grass but was quite a distance away, with the mower facing the opposite direction to my car. I knew it would only be a minute or so, so all would be good. But, I then heard my Dad shout that I should move my car because the worker and mower were heading in my direction with the mower facing us. Too late, a large rock smashed into the windshield on the passenger side. In some regards we are very lucky that it only hit the car and did not cause myself or my mom any physical harm, as we were only a few feet away.

My parents witnessed the accident as did I.

We just had a new windshield installed approximately 6 weeks ago, so it was in pristine condition. I feel the town is responsible for the damages and would appreciate compensation in the form of a new windshield.

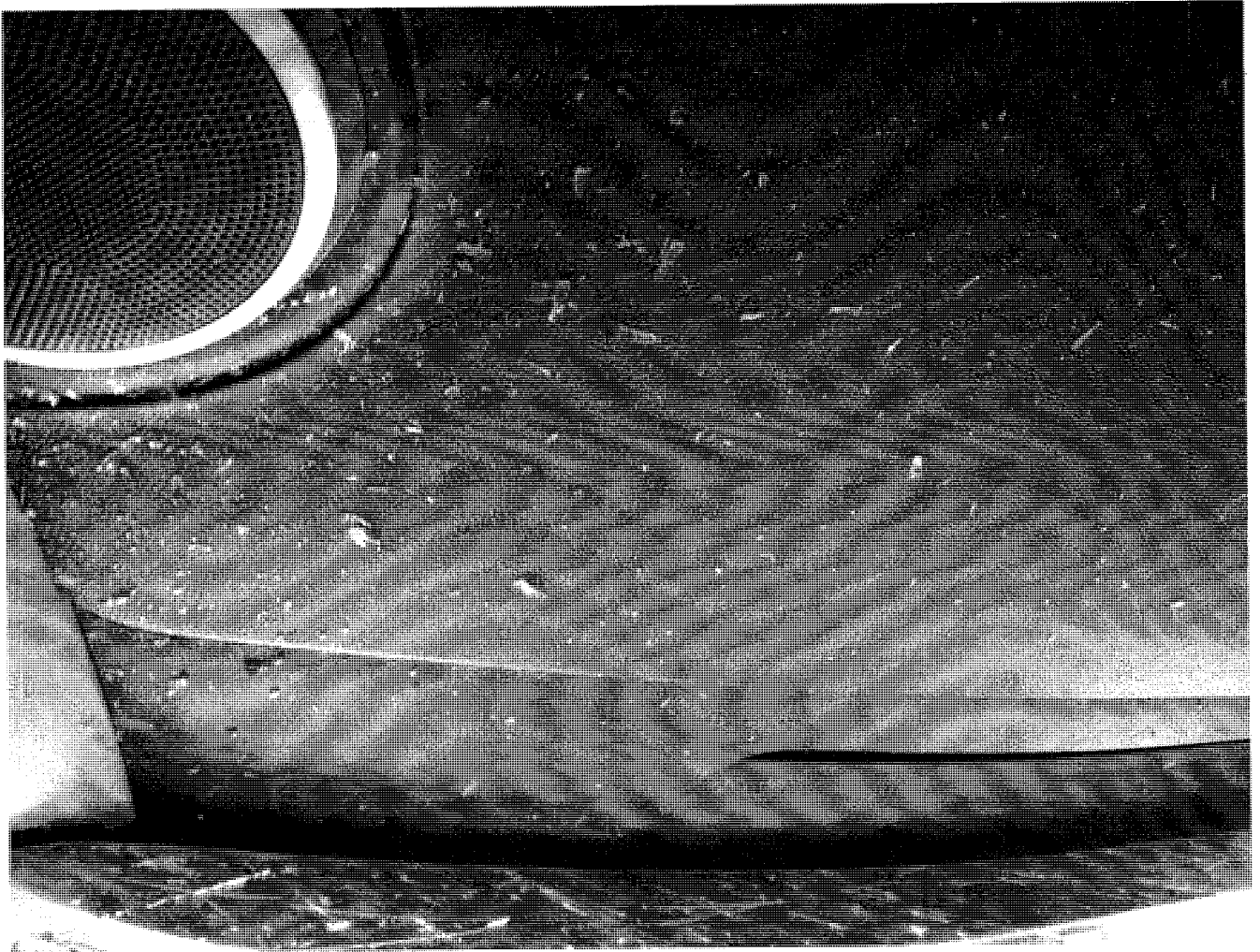
Yours truly,

A handwritten signature in black ink, appearing to be 'Denise Hardon', with a long horizontal line extending to the right.

Denise Hardon

*Photos are attached





APPEARANCE OF CAR	FRONT FENDERS	REAR FENDERS	LEFT DOORS	RIGHT DOORS	GENERAL
QUAN.	PART NO.	DESCRIPTION			AMOUNT
1	FW 3844	Windshield installed			915.00
pol ck May 6/15					
TOTAL PARTS					
ACCESSORIES - TIRES & TUBES					
TOTAL					
SUBLET PARTS					
TOTAL					
★ OIL FILTER ★ DIFFERENTIAL - KGS. GREASE @ ★ TRANSMISSION - KGS. GREASE @ ★ LITRES OIL @ ★ GASOLINE					

ALL ESTIMATES ARE FOR LABOUR ONLY MATERIALS ADDITIONAL.
THIS COMPANY DOES NOT ASSUME ANY RESPONSIBILITY WHATEVER FOR
VEHICLES OR EQUIPMENT LEFT FOR REPAIRS, STORAGE OR OTHER PURPOSES,
OR FOR ARTICLES LEFT IN SAME. VEHICLES DRIVEN BY OUR EMPLOYEES
AT OWNER'S RISK.

VISA M-C AMEX OTHER
☐ ☐ ☐ ☐

EXP.

WORK ORDER / INVOICE



MARVIN'S AUTO, GLASS LTD.
 P.O. BOX 268, SEDGEWICK, AB T0B 4C0
 TELEPHONE: 780-384-3836
 G.S.T. #R123459091

NAME

AMI

DATE

Mar. 26/15

Policy # 209396

PH.

CHARGE TO

Auth # Claim 2 FH36804

SELLING DEALER

Pre Auth. as per Craig

MAKE

KIA

YEAR

2014

MODEL

Soul

SERIAL NUMBER

RNDJP3A55E7073643

MOTOR NUMBER

TRANS. SERIAL

ODOMETER

LICENCE

CASH

DEBIT CARD

CHARGE

D.P.

WARRANTY

DEPOSIT

\$

SERVICE SALESMAN

OPER'N

MECH.

WARRANTY

LABOUR

less Deductable

915.00
50.00

865.00

I N

I HEREBY AUTHORIZE THE ABOVE WORK TO BE DONE TOGETHER WITH NECESSARY MATERIALS.

TOTAL SHOP LABOUR

BODY SHOP LABOUR

SUB-LET LABOUR

SIGNATURE

TOTAL MATERIAL

SUB - TOTAL

G.S.T.

PROV. TAX

TOTAL

45.75

910.75

PURCHASE ORDER No.

O U T

I HEREBY ACKNOWLEDGE MY INDEBTEDNESS IN THE AMOUNT OF \$ BEING THE TOTAL AMOUNT OWING, OR BALANCE OWING AS SHOWN HEREON.

DATE

SIGNATURE

PROMISED

A.M.

P.M.

SERVICE

LABOUR

MECH

CHASSIS LUBE

★ CHANGE OIL

★ OIL FILTER

WASH POLISH

ROT TIRES

TEST BATT.

★ CHGE. DIFF.

★ CHGE. TRANS.

W.H. BEARINGS

MIKE CHK.

★ SEE MATERIAL

TOWN OF SEDGEWICK – PUBLIC WORKS - OPERATIONAL POLICY

TOWN OF SEDGEWICK

POLICY SECTION: F. Public Works

TITLE: 2. Operational

SUB-SECTION d. Mowing

POLICY: To set procedures for operational maintenance of along all public highways.

PURPOSE: To set procedures for safe mowing practice.

DEFINITIONS:

1. "Highway" means any thoroughfare, street, road, trail, avenue, parkway, viaduct, lane, alley, square, bridge, causeway, trestle way, or any other place, or any part of any of them, whether publicly or privately owned, that the public is ordinarily entitled or permitted to use for the passage or parking of vehicles, and includes
 - (a) the sidewalk and the boulevard adjacent to the sidewalk.
 - (b) the ditch, if any, lying adjacent to, and parallel with, the roadway, and
- 2.
- 3.

RESPONSIBILITY:

PROCEDURE:

A.

B.

1. Maintenance of boulevards, back alley and side-yard perimeters and access to fire hydrants are the responsibility of the adjoining property owner.
2. The property owner is responsible for:
 - landscaping and weed control of the adjoining boulevard and the back alley and side-yard perimeters
 - snow removal around fire hydrants on an adjoining boulevard.
3. The Town of Sedgewick will be responsible for:
 - maintenance and repair of sidewalks on the boulevard.
 - maintenance and repair of fire hydrants.

Comment [A1]: along with guiding principles for boulevard maintenance.

Comment [A2]: "Equipment" means a ride on mower, push mower, weed eater or similar that is being utilized by the operator to complete a task.

Comment [A3]: "Operator" means a person employed or contracted by the Town of Sedgewick to perform mowing on public lands.

Comment [A4]: "Public Lands" means land that is owned by the municipality and or land that is otherwise the responsibility of the municipality to maintain pursuant to any agreements or leases as such.

Comment [A5]:
1.It is the responsibility of the Public Works Foremen and/or his delegate to ensure all operators are familiar with Policy F.2.d prior to executing any work.

2.It is the responsibility of the Public Works Foreman and/or his delegate to review Policy F.2.d with all seasonal employees during orientation.

Comment [A6]: Mowing:

1.Prior to the use of any public works equipment the operator shall do a visual check of the equipment to ensure it is in fair working condition.

2.Whenever possible the operator shall not operate equipment in a fashion that would cause any debris to blow into buildings and traffic.

a.The operator shall do two rounds of mowing facing away from the curb, building and surrounding infrastructure in an effort to mitigate the disposal of debris.

b.The operator shall operate equipment with shoots blowing into ditches and away from traffic.

c. The operator shall cease work when traffic is active whenever possible.

d.The operator shall be aware of their surroundings at all times.

Comment [A7]: Boulevards:

||

||

Comment [A8]: REVIEW:
This policy shall be reviewed from time to time as request by Council or other.

Comment [A9]: REFERENCE:
F.2.c Operational Boulevard Maintenance Policy.

	Date	Resolution Number
Approved	May 20, 2010	2010.05.139
Amended		
Amended		
Amended		

REVISED

	Date	Resolution Number
Approved	May 20, 2010	2010.05.139
Amended		
Amended		
Amended		

Request for Decision (RFD)

Topic: FIP – Protocol for Cooperation - Revised
Initiated by: FIP Committee and CAO Group
Prepared by: Amanda Davis
Attachments: 1. Protocol – Revised
2. Financial Breakdown

Recommendations:

1. That Sedgewick Town Council approve the Flagstaff Intermunicipal Partnership's revised Protocol for Regional Cooperation as presented.

OR

2. That Sedgewick Town Council reject the Flagstaff Intermunicipal Partnership's revised Protocol for Regional Cooperation because _____.

Background:

Pursuant to direction from the Flagstaff Intermunicipal Partnership (FIP) Committee the CAO Group has been working on revisions to FIP's Protocol for Regional Cooperation.

Such revision were presented and approved by the FIP Committee during the June 1st board meeting.

Key revisions:

- Numbering system has been reduced and simplified;
- Terminology has been revised "Steering Committee" shall be the "FIP Committee";
- Clarified the role of the Managing Partner (currently the Village of Forestburg);
- Regional forms shall be held annually instead of semi-annually;
- Section 4.0 has been added which defines financial obligations (review carefully);
- Section 6.0 regarding Project Process has been simplified

Current:

1. Flagstaff County moved not to accept the revised Protocol for Regional Cooperation.
2. Flagstaff County moved that provide notice to withdraw from the existing Protocol for Regional Co-operation due to lack of coordination of regional cooperation efforts and the lack of adherence of some of the guiding principles and further it is our their intent to continue partnerships with the towns and villages that are willing to engage in an open, transparent and cooperative manner.

*As of June 17th, 2015 the Village of Forestburg which is the FIP managing partner has not received a formal letter or withdraws from the County from FIP.

How does the county's decision affect FIP's current and projected projects?

- Substantial increase to the annual municipal requisition as the County held 70% of the expense;
- The grant for from the Alberta Collaboration Program (ACP) in the amount of \$50,000 for phase I of the Regional Governance Study was awarded to the County – FIP has since approved the proposal from Doug Griffith titles 13 Ways Inc.
 - Upon formal resignation, the managing partner will need to consult with municipal affairs immediately to discuss the conditions of the grant

- Flagstaff County may be responsible for urban services as per the Viability Review process occurring in Strome and Galahad; it would be in everyone's best interest to foster cooperative relationships as we have ongoing capital projects such as the SCADA system operating in all our water treatment plants. The SCADA system was implemented through FIP.

Considerations:

Does Sedgewick Town Council see value in the regional work plan that has been prepared and does Sedgewick want to continue to build on cooperative effort for the viability of our community and region?

Is Council willing to contribute ongoing funding for regional projects if one-three communities withdraw from FIP.

Does Council uphold a similar vision as per the revised protocol.

Keep in mind, there have not been a lot of new projects over the past two years to measure the success of FIP as we have been transitioning trying to secure a qualified coordinator. Laura Towers, former CAO for the Village of Alliance has been hired as the coordinator under the management of the Village of Forestburg, effective June 1. As Laura has knowledge and expertise within the area we hope to instill greater success with all FIP initiatives.

FLAGSTAFF INTERMUNICIPAL PARTNERSHIP PROTOCOL FOR REGIONAL COOPERATION

BETWEEN:

VILLAGE OF ALLIANCE;
TOWN OF DAYSLAND;
FLAGSTAFF COUNTY;
VILLAGE OF FORESTBURG;
VILLAGE OF GALAHAD;
TOWN OF HARDISTY;
VILLAGE OF HEISLER;
TOWN OF KILLAM;
VILLAGE OF LOUGHEED;
TOWN OF SEDGEWICK; and
VILLAGE OF STROME

(Hereinafter referred to as the “Parties”)

WHEREAS the above local governments have the legislated authority to enter into an agreement for the purposes of sharing resources, expertise, risk and benefits associated with coordinating regional cooperation efforts on behalf of their respective communities.

WHEREAS the above parties believe it is in the public interest to pursue regional cooperation for the following reasons:

- Knowledge Sharing – from the skills and experiences of others
- Share human resources – expertise and time
- Better communication for understanding and respecting differences
- Save money on current and/or future expenditures
- Enhance or maintain current service levels
- Provide a new service to meet emerging common needs
- Maximize service delivery efficiency and avoid duplication of effort
- Generate new revenue sources
- Lobby for or access external resources – government or corporate
- Pursue joint advocacy with other organizations and governments

AND WHEREAS the above parties feel it is important to provide a framework to guide regional cooperation in the areas of:

- Agreeing on general principles (Section 1) to guide organizational relations
- Create a defined structure (Section 2) to represent all parties
- Facilitate effective communication (Section 3) between the parties
- Selecting suitable shared service and strategic topic candidates (Section 4)
- Following a process (Section 5) to pursue specific areas for cooperation
- Using a concerns process (Section 6) to address issues arising
- Identifying general conditions (Section 7) to guide regional cooperation efforts

NOW THEREFORE, the above parties wish to declare their spirit of fellowship by entering into a Protocol for Regional Cooperation with the following considerations:

1.0 GUIDING PRINCIPLES

The parties agree to the following principles to guide regional cooperation efforts:

- 1.1** To have defined communication channels to share information.
- 1.2** To encourage respect of different views and interests.
- 1.3** To pursue relations based on transparency and openness.
- 1.4** To work together in attempts to resolve issues.
- 1.5** To develop a consultative process to ensure shared goals and efforts.
- 1.6** To respect jurisdictional interests.
- 1.7** To acknowledge not all parties need to be involved in each regional project.
- 1.8** To advance shared interests to other levels of government with a common voice.
- 1.9** To ensure the public awareness of the progress and results of regional cooperation.

2.0 STRUCTURE

The parties agree to the following structure to promote effective cooperation:

- 2.1** Flagstaff Intermunicipal Partnership Committee (FIP Committee)
 - a.** The membership of the FIP Committee is made up of one elected official, as appointed by their individual council from the eleven parties
 - b.** The FIP Committee is responsible to:
 - (i)** Select a Chairperson as a spokesperson and to chair meetings.
 - (ii)** Establish a schedule for regular meetings;
 - (iii)** Adopt a communications strategy for joint decisions;
 - (iv)** Coordinate regional cooperation efforts and Regional Cooperation Forum meetings;
 - (v)** Suggest opportunities for cooperation and information dissemination;
 - (vi)** Develop work plan(s) for the review and consideration of the parties;
 - (vii)** Facilitate decision-making by Councils on regional cooperation initiatives;
- 2.2** Chief Administrative Officers (CAO) Committee
 - a.** The CAOs of each party are responsible to meet regularly to:
 - (i)** Support the FIP Committee;
 - (ii)** Annually assess the performance of the Coordinator (see below);
 - (iii)** Coordinate efforts to implement the work program;
 - (iv)** Prepare or review reports on shared service projects
 - (v)** CAOs shall attend all FIP Committee meetings as participating but non- voting members;

2.3 Managing Partner

- a.** The Managing Partner is the Municipality which has agreed to undertake the management role and is responsible to:
 - (i) Coordinate administrative support to the FIP Committee;
 - (ii) Work with the Chairperson to prepare notice of meetings and agendas;
 - (iii) Oversee the development and implementation of the regional cooperation strategy.
 - (iv) Deal with all financial matters relating to FIP projects, including developing an annual budget for the Committee's approval, and handling all financial transactions relating to FIP committee operations as well as regional projects.
- b.** The Managing partner may choose to delegate some or all of the above duties to an individual who shall be the FIP Co-ordinator.

2.4 Regional Cooperation Forum

- a.** The Regional Cooperation Forum is made up of all elected officials of each party and is expected to meet annually to:
 - (i) Assess the progress of regional collaboration efforts;
 - (ii) Evaluate shared services and determine areas for attention;
 - (iii) Examine and determine strategic opportunities for cooperation;
 - (iv) Review and approve the regional cooperation strategy.

3.0 COMMUNICATIONS

3.1 FIP Committee

- a.** The FIP Committee will operate in an open and transparent manner, in terms of participating Councils. Individual Councillors on each Council will be welcome to attend FIP Committee meetings as observers. Meetings of the FIP Committee will be public, unless issues of a legal nature or negotiations are being discussed.
- b.** Requests for information, presentations, etc., on issues being addressed by the FIP Committee will be directed to and responded to by the Chair.
- c.** The Committee will provide for regular reporting to the public, through media releases, public information meetings, etc. To the extent possible, the Chair will ensure that Councils are informed before a public release is issued.

3.2 Shared Service Proposals

- a.** Any of the parties may bring forth a shared service proposal by providing sufficient information to the other parties prior to a local Council decision being made. This shall be known as a "Referral".
- b.** The purpose of the referral is to provide the other party with timely and sufficient information for meaningful dialogue ~~only~~ prior to either Party taking a position or making a decision.

4.0 FINANCIAL

4.1 Annual Budget:

- a.** The annual budget will be prepared by the Managing Partner and will include:
 - (i)** FIP Co-ordinator expenses
 - (ii)** Managing Partner Expenses
 - (iii)** Ongoing Project Operating Costs (i.e. software upgrades, technical support, repairs and maintenance of jointly owned equipment, personnel costs, reserves for jointly owned equipment replacement, etc)
 - (iv)** Project Expenditures

4.2 Funding for the annual Budget will be calculated as follows:

- a.** FIP Co-ordinator expenses and Managing Partner Expenses will be requisitioned based on equalized assessment;
- b.** Ongoing Project Operating Costs will be requisitioned based on the method used when the project was approved (i.e. equal share, equalized assessment, per capita, etc.)
- c.** Project Expenditures will be funded by one or more of the following methods:
 - (i)** Grant Funding
 - (ii)** Party contributions as determined by prior approval of the participating parties (equal share, equalized assessment, per capita, etc.)
 - (iii)** Other contributions from outside partners

4.3 Annual Budget approval will be done by recommendation from the FIP Committee to each party. Upon ratification by all parties, the budget is deemed to be approved and may be implemented by the Managing Partner.

4.4 Upon budget approval, the FIP Committee and Managing Partner are authorized to carry on budgeted projects without additional approvals from the parties unless the costs are anticipated to exceed the budgeted amount.

4.5 In the event that a party wishes to withdraw from this protocol, Ongoing Project Operating Costs for projects implemented in the withdrawing party's municipalities will continue to be a cost against the withdrawing party.

4.6 Equipment that is purchased to support a project, but which is site specific (i.e. computers in water treatment plants for SCADA system) will become the responsibility of each individual party and replacement of said equipment is not the responsibility of the FIP Committee or its parties as a whole.

5.0 SHARED SERVICES AND STRATEGIC TOPICS

5.1 The parties agree to use the following guidelines to assess areas for regional cooperation:

- a. A Shared Service candidate is a service or program that one or more parties provide or may want to apply.
- b. A Strategic Topic is an issue or opportunity that one or more parties want to address.
- c. Shared Service or Strategic Topic criteria (Display 1) are intended to be used to:
 - (i) Evaluate the success likelihood of a potential area for regional cooperation;
 - (ii) Clarify expectations of the parties if the topic is addressed;
 - (iii) Identify requisite conditions for success at the start of an initiative;
 - (iv) Explore the actions required to sustain the initiative.
- d. Shared Service candidates offered by any party are expected to be:
 - (i) Assessed by the party suggesting the candidate;
 - (ii) Submitted with supporting documentation of the area assessment;
 - (iii) Discussed with potential regional cooperation parties before detailed analysis;
 - (iv) Reviewed at a CAO meeting prior to a FIP Committee meeting;
 - (v) Considered at a Regional Cooperation Forum, where possible.

6.0 PROJECT PROCESS

The parties agree to the following steps for identifying, selecting, implementing and monitoring shared services and strategic topics for regional cooperation.

6.1 FIP identified projects

- a. The annual forum will be utilized to develop a strategic plan which identifies priorities for FIP
- b. The CAO group will make a recommendation to tip that a project should be undertaken based on:
 - (i) Managing partner/FIP Coordinator availability
 - (ii) Funding opportunities
- c. FIP will determine the Scope of the Project which will include:
 - (i) Definition of the project, and
 - (ii) Anticipated goal of the project

6.2 Emerging Projects

- a. A notice of initiative is provided by the initiating party when it wants to examine a service with regional cooperation potential or possible jurisdictional implications, by submitting a written notification to all other parties. The notification must be supported by a Council Resolution. Wherever possible, the idea should be introduced at a Regional Cooperation Forum.

- b. Other parties indicate their interest and/or concerns to the initiating party about the proposed regional cooperation project, so that they can be addressed or acknowledged in the preliminary examination, within forty-five (45) days.
- c. The initiating party conducts a preliminary examination using the regional cooperation candidate criteria contained in Display 1 in partnership with other interested parties.
- d. The initiating party is responsible to coordinate a discussion of the regional cooperation project with the other parties by:
 - (i) Providing a written report of its preliminary examination to all other parties;
 - (ii) Placing a matter on the FIP Committee meeting agenda for direction;
 - (iii) Facilitating discussion at a regular or special Regional Cooperation Forum.
- e. Two (2) or more parties may pursue the feasibility of a regional cooperation project by way of a “Feasibility Memorandum” to include (but not limited to):
 - (i) Scope for the feasibility analysis and concerns of other parties to be addressed;
 - (ii) Degree to which fiscal and human resources will be cost shared by the parties.
 - (iii) If the majority of parties agree to go forward with the project it will become a FIP project, otherwise it will be a private project managed by the participants.
- f. The Feasibility Stage produces a detailed business plan to include:
 - (i) Resolution of key requirements to sustain the regional cooperation initiative;
 - (ii) Identification of critical success indicators to be achieved and monitored;
 - (iii) Preparation of a draft shared services contract.
- g. The parties formally commit to a shared service project by way of a contract that is:
 - (i) Reviewed by the CAOs (and legal counsel) on behalf of all or each party;
 - (ii) Ratified by a resolution (or bylaw) by the respective parties.
- h. The shared service contract must include implementation considerations such as:
 - (i) Identification of the lead party designate(s) responsible for implementation;
 - (ii) Success indicators and desired results to evaluate the initiative;
 - (iii) Sharing of financial resources and other organizational resources.

6.3 Strategic Topics

- a. Strategic Topics may be introduced at a Forum through the FIP Committee to:
 - (i) Discuss the scope and possible strategies with required resources and actions;
 - (ii) Determine if the majority of parties wish to place it on the Regional Cooperation Work Program.

7.0 CONCERNS PROCESS

- 7.1** The parties agree to the following process for addressing complaints related to Shared Services.
- a.** The steps for dealing with complaints related to Regional Cooperation include:
 - (i)** An individual Councillor or CAO must raise their concern with their own Council;
 - (ii)** A Council Resolution is required for a party to take action;
 - (iii)** The 'complaint' party is to give a response time frame within ten (10) working days;
 - (iv)** A ninety (90) day requirement for the issue to be addressed by the parties;
 - (v)** Provision of rational for extensions to the above ninety (90) day response requirement;
 - (vi)** The 'complaint' party is expected to bring the complaint to the FIP Committee;
 - (vii)** The FIP Committee will monitor the follow-up to complaints.
- 7.2** The options for dealing with an unresolved conflict between the parties include:
- a.** A CEO of one party may facilitate discussions with other parties;
 - b.** Discussion at the FIP Committee meetings in an attempt to resolve the matter;
 - c.** Retain a third party to facilitate a resolution process; and/or
 - d.** Agree to a legal proceeding to decide on the matter.
- 7.3** A party (or service authority) must notify other parties of services changes that reflect:
- a.** Modifications to service contract conditions;
 - b.** Significant change in an existing policy or a new proposed policy;
 - c.** Reallocation of monies that exceed the approved authority level;
 - d.** Adjustments to service levels that are not reflected in the contract.
- 7.4** The steps for dealing with complaints related to the Coordinator include:
- a.** An individual Councillor or CAO must raise their concern with their own Council;
 - b.** A Council resolution is required for a party to take action;
 - c.** The 'complaint' party is required to provide to the Coordinator, in writing, a summary of the complaint and suggested action(s) to remedy the complaint;
 - d.** The 'complaint' party is to be given a response timeframe within ten (10) working days
 - e.** The Coordinator will provide a response to the complaint, in writing, within sixty (60) days of receiving notice of the complaint issue.
- 7.5** The options for dealing with an unresolved conflict between the complaining party (ies) and the Coordinator include:
- a.** A CEO of one party may facilitate discussions with other parties;
 - b.** Discussion at the FIP Committee meetings in an attempt to resolve the matter;
 - c.** Retain a third party to facilitate a resolution process;

8.0 CONDITIONS

- 8.1 Any party may withdraw from this protocol with six (6) months' notice to other parties.
- 8.2 The purpose of referrals is to provide parties with timely and sufficient information for meaningful consultative dialogue, prior to any of the parties making a decision which may impact upon the other party.
- 8.3 Notices and referrals referred to in the Protocol shall be delivered in writing to all the signatories to this agreement.
- 8.4 Nothing in this Protocol shall be constructed as to fetter the legislative discretion of the parties within their respective jurisdiction, or to oblige either party to pursue an action, the application of any laws, statutory or otherwise.
- 8.5 It is acknowledged that the spirit of this Protocol will be reflected in each of the party's best efforts rather than any enforceable obligations to implement its terms and conditions.
- 8.6 The Protocol may be amended upon agreement to all parties.

As evidence of their agreement to the above terms, the parties have executed this Protocol as set out below.

ASSENTED TO THIS _____ DAY OF _____, 2015 BY:

VILLAGE OF ALLIANCE

Mayor

Chief Administrative Officer

FLAGSTAFF COUNTY

Reeve

Chief Administrative Officer

TOWN OF DAYSLAND

Mayor

Chief Administrative Office

VILLAGE OF FORESTBURG

Mayor

Chief Administrative Officer

VILLAGE OF GALAHAD

Mayor

Chief Administrative Officer

VILLAGE OF HEISLER

Mayor

Chief Administrative Officer

VILLAGE OF LOUGHEED

Mayor

Chief Administrative Officer

VILLAGE OF STROME

Mayor

Chief Administrative Officer

TOWN OF HARDISTY

Mayor

Chief Administrative Officer

TOWN OF KILLAM

Mayor

Chief Administrative Officer

TOWN OF SEDGEWICK

Mayor

Chief Administrative Officer

Display 1

SHARED SERVICE REVIEW CRITERIA (DETAILS)

The following criteria provide prompts to discuss and assess the suitability of existing or proposed services as potential candidates for cooperation among one or more parties.

CRITERIA	NOTES		
	High	Medium	Low
1. STRATEGIC PERSPECTIVE (Does it contribute to strategic goals?)	Mutual Vision	Compatible Goals	Uncertain
2. COST SAVINGS (Will it save money?)	Current Reduction	Zero Sum	Reduced Future Cost
3. SERVICE LEVEL (How will it impact service delivery?)	Maintain Level	Enhance Delivery	New Function
4. DETERMINED NEED (Is the service critical to the service agenda?)	Essential/ Legislated	Important	Discretionary/ Optional
5. SERVICE DEPENDENCY (Can service be provided alone?)	Cannot do alone	Hard to do	Can do on own
6. ACCOUNTABILITY HISTORY (Is there a positive partner track record?)	Positive Experience	Uncertain	Negative Experience
7. EXPECTED CAPACITY (What is the service benefit to be shared?)	Over 50%	Under 50%	Very Limited
8. JURISDICTIONAL RELEVANCE (Does it relate to each party?)	All Parties	More than 50% of Parties	Less than 50% Of Parties
9. GEOGRAPHIC RELEVANCE (What areas are affected?)	All of region	Partial Regional	Specific Area
10. PUBLIC SUPPORT (Will the public support change?)	Visible and Strong	Neutral	Uncertain
11. EXTERNAL LEVERAGING (Does it access third party resources?)	Reading and waiting	Potential Exists	Uncertain
12. PUBLIC AWARENESS (Is the public a factor for implementation?)	Invisible	Visible/ Simple	Visible/ Complex
13. AFFORDABILITY (How critical is this service?)	In Budget	Reallocate Budget	New to Budget
14. PARTNER CAPACITY (Does the partner have resources?)	In Budget – Less Cost	In Budget – Zero Sum	More Cost
15. COST/BENEFIT ANALYSIS (What is the return on investment?)	Low Cost/High Impact	Medium Cost/ High Impact	Medium Cost/Medium Impact
16. RESOURCES EXPECTED (What types of resources are expected?)	Cash	Cash/In Kind	In Kind
17. SHARED EXPERTISE (Does it help access skills and knowledge?)	Fill Critical Void	Create Synergies	Save Time
18. REVENUE GENERATION (Will it increase revenues?)	Yes	Potentially	Unsure/No

FIP Revised Requisition - EXAMPLE

	<u>Total Equalized</u>	<u>2015</u>	<u>2014</u>	
	<u>Assessment</u>	<u>Requisition</u>	<u>Requisition</u>	
Daysland	\$ 63,420,450.00	\$ 10,753.28	\$ 4,567.31	235.44%
Forestburg	\$ 64,852,115.00	\$ 10,996.02	\$ 4,670.42	235.44%
Heisler	\$ 7,035,693.00	\$ 1,192.94	\$ 506.69	235.44%
Strome	\$ -	\$ -	\$ 945.27	0.00%
Alliance	\$ 7,819,999.00	\$ 1,325.92	\$ 563.17	235.44%
Galahad	\$ -	\$ -	\$ 354.39	0.00%
Killam	\$ 91,546,039.00	\$ 15,522.12	\$ 6,592.82	235.44%
Sedgewick	\$ 78,576,080.00	\$ 13,323.00	\$ 5,658.77	235.44%
Lougheed	\$ 15,921,084.00	\$ 2,699.51	\$ 1,146.58	235.44%
Hardisty	\$ 77,775,248.00	\$ 13,187.21	\$ 5,601.09	235.44%
Flagstaff	\$ -	\$ -	\$ 38,393.50	0.00%
	<u>\$ 406,946,708.00</u>	<u>\$ 69,000.00</u>	<u>\$ 69,000.00</u>	100.00%
	0.0001696			

Equalized Assessment			
<u>residential</u>	<u>non-res</u>	<u>farmland</u>	<u>Total</u>
57,224,349	6,191,481	4,620	63,420,450
57,359,435	7,459,980	32,700	64,852,115
6,261,816	773,877	0	7,035,693
12,066,673	1,051,860	7,220	13,125,753
5,812,442	2,007,557	0	7,819,999
4,399,651	521,380	0	4,921,031
70,937,298	20,463,361	145,380	91,546,039
65,618,990	12,945,100	11,990	78,576,080
12,649,874	3,270,490	720	15,921,084
56,703,535	21,049,013	22,700	77,775,248
271,462,522	95,872,472	165,786,550	533,121,544

	<u>Population</u>
Forestburg	880
Alliance	174
Galahad	119
Daysland	807
Hardisty	639
Killam	981
Sedgewick	857
Heisler	151
Lougheed	273
Strome	228
Flagstaff	3,244
	8,353

This financial analysis shows the financial impacts of Flagstaff County withdrawing their membership from FIP. Galahad and Stome's financial commitment has also been removed as we presume they will become hamlets in the near future. As you can see Sedgewick's contribution along with the neighbouring municipalities will double. This will of course have to be discussed by the FIP Committee however it is important for Council do complete forward thinking exceries to ensure to build on and capture the benefits that can be received from the partnership.

Spreadsheet prepared as per my request by the Managing Partner.

Request for Decision (RFD)

Topic: Fire Service Agreements - Review
Initiated by: RESC/Flagstaff County
Prepared by: Flagstaff County (FC)
Attachments: 1. Letter from FC
2. Fire Services Agreement – Proposed
3. Regional Fire Agreement – Proposed
4. June 2nd, 2015 RESC Meeting Minutes

Recommendations:

1. That Sedgewick Town Council defer signatures on both the Fire Services Agreement and the Regional Fire Chief Agreement until further review of the agreements have been concluded in support of our efforts to draft a more inclusive Fire Agreement.

OR

2. That Sedgewick Town Council authorize signatures to the Fire Services Agreement and the Regional Fire Chief Agreement.

Background:

As Council is aware both the Fire Services and Regional Fire Chief Agreements expired. Flagstaff County prepared revised agreements and sent them out for signing. Prior to signing the agreement, the Towns of Killam, Hardisty, Forestburg and Sedgewick agreed to have the agreements reviewed by a third party law firm.

The legal comments were sent by the Town of Killam to Flagstaff County. Following this action, the County's administrative team met with Killam's CAO to work the legal recommendations into the agreements (as attached).

Prior to the June 2nd, 2015 RESC meeting, the Towns of Hardisty, Sedgewick and Forestburg held a meeting and conference call to address the said agreements (as reviewed in the attached CAO report). At the June 2nd, 2015 RESC meeting Mayor Robinson was appointed Chair of the committee, he was also the spokesperson for our communities as per the attached agreements.

The action taken by the supporting communities caused tension with Flagstaff County:

- 1) Cllr. Matthews moved that due to the fact that the Towns of Sedgewick, Hardisty, Forestburg and Daysland advised at the June 2, 2015 Emergency Services Meeting, that they will not be signing the new Fire Services Agreement; to direct administration to look at alternative options for fire services.
- 2) Cllr Brodie moved that Flagstaff County confirm the current Terms of Reference for the Emergency Services Committee and that we reject the proposed recommendations, as follows, that were presented by the Towns of Sedgewick, Hardisty and Village of Forestburg, at the June 2, 2015 Emergency Services Committee;

Recommendation #1: Remove "The committee is the liaison between the participating municipalities and the Regional Services Coordinator."

Recommendation #2: That Membership be automatically revisited in the event that there is a structural change to the participating municipalities to ensure that no one municipality has the ability to control the committee

Recommendation #3: That the recording Secretary prepare the agenda in consultation with the Chair and that a regularly scheduled meeting can only be cancelled by the Chair.

Current:

A meeting has been set for June 29th with facilitation by Ken Kendall as the requesting parties would like to draft an all-encompassing agreement for presentation to Flagstaff County. The meeting is intended for Mayors, RESC reps and CAO's.

Should council's opinion of the fire service agreement changed since the April meeting and Sedgewick is no longer interested in working to improve the agreements council may authorize signatures on the attached. Please keep in mind, Sedgewick continues to fulfill our requirements for fire suppressions through the All Hazards Mutual Aid Agreement.



June 2, 2015

Town of Sedgewick
Box 129
Sedgewick, AB T0B 4C0

Dear Amanda:

Re: Fire Services and Regional Fire Chief Agreement

The Town of Killam provided the legal opinion they received with suggested revisions to the Fire Services and Regional Fire Chief Services agreements.

In discussion with Killam, the agreements were amended and then provided to County Council for approval.

County Council approved the revised agreements at their May 20, 2015 meeting and directed they be forwarded to all towns and villages for signature.

Some of the towns and villages have already signed the previous agreements, however now have the opportunity to re-sign the newly revised agreements.

Enclosed are duplicate copies for you to sign and return to the office. Once executed, we will forward a copy for your records.

If you have any questions, please contact the office.

Yours truly,

A handwritten signature in blue ink that reads 'S. Armstrong'.

Shelly Armstrong, CLGM
Chief Administrative Officer

/kk

THIS AGREEMENT made effective the _____ day of _____, 2015

BETWEEN:

FLAGSTAFF COUNTY
(the "Customer")

AND:

TOWN OF SEDGEWICK
(the "Operator")

WHEREAS the Customer is desirous to have the Operator provide such fire suppression services as are possible in a certain designated area within the municipal boundaries of Flagstaff County;

AND WHEREAS the Operator is willing to provide the Customer with such fire suppression in such area under the terms and conditions contained herein;

NOW THEREFORE IN CONSIDERATION of the mutual covenants, terms and conditions contained herein, the parties hereto agree as follows:

ARTICLE 1

1.1 Definitions

In this Agreement the following words and expressions shall have the meanings herein set forth unless inconsistent with the subject matter or context:

- (a) "Customer Owned Equipment" means the equipment that is owned solely by the Customer as set out in Schedule "D";
- (b) "False Alarm" means a request for Services where the Operator responds and determines that the request was based on a deceptive or erroneous report of an emergency and determines that Services are not required;
- (c) "Fire Call" means each occasion on which the Operator responds to a request within the Service Area, or as a secondary responder within the Secondary Service Area, as may be requested from time to time, to provide fire suppression and associated loss mitigation;
- (d) "Fire Fighter" means a person employed or otherwise retained by the Operator to provide or facilitate the provision of fire suppression and associated loss mitigation on behalf of the Operator and includes a person performing the duties of a fire fighter for the Operator on a volunteer basis;
- (e) "Incident Report" means a written report setting out the particulars of response to a request for assistance made within the Service Area;
- (f) "Operator Call" means any requests for fire suppression services and associated loss mitigation within the municipal boundaries of the Operator;
- (g) "Regional Fire Chief" means the employee of the Customer who is designated the regional fire chief, and has the appropriate training and qualifications to act as the Regional Fire Chief, which may

include the following qualifications: 1001 Level 2 Fire Fighter, Fire Officer training, and Safety Codes Officer (Fire);

- (h) "Secondary Service Area" means the area located within the municipal boundaries of the Customer, and outside of the municipal boundaries of the Operator, as set out in Schedule "A" - Map of Service Area and Secondary Service Area;
- (i) "Service Area" means the area contained within the municipal boundaries of the Customer, and outside the municipal boundaries of the Operator, as illustrated in the attached Schedule "A" - Map of Service Area and Secondary Service Area;
- (j) "Service Fee" means that amount set forth in Schedule "C" hereto;
- (k) "Services" means those activities reasonably related to fire suppression and associated loss mitigation to the standard of service normally provided throughout the municipal boundaries of the Operator, as are more particularly set out in Schedule "B";
- (l) "Shared Costs" means the costs that the parties are each 50% responsible for, as set out in Schedule "D"; and
- (m) "Shared Equipment" means that equipment that is owned 50% by the Operator and 50% by the Customer as set out in Schedule "D".

ARTICLE 2

2.1 Schedules

Schedules to this Agreement are the following:

- (a) Schedule "A" – Map of Service Area and Secondary Service Area
- (b) Schedule "B" - Services
- (c) Schedule "C" – Service Fee
- (d) Schedule "D" – Shared Equipment, Shared Costs and Customer Owned Equipment
- (e) Schedule "E" – Shared Equipment Replacement Schedule
- (f) Schedule "F" – Bylaw 02/12

ARTICLE 3

3.1 Engagement

The Customer hereby engages the Operator to provide the Customer with the Services and the Operator hereby agrees to provide the Customer with the Services.

3.2 Term of Agreement

This Agreement shall begin on January 1, 2015 and continue in full force and effect for a period of three (3) years until the 31st day of December, 2017 (the "Term"). Notwithstanding the foregoing, the Customer has an option to renew this Agreement on the same terms and conditions, except the option to renew, for an additional term of three (3)

years by providing written notice to the Operator of its intention to renew at least 90 calendar days prior to the expiry of the initial Term.

ARTICLE 4

4.1 Covenants of the Operator

The Operator will:

- (a) provide the Services within the Service Area on a year round, twenty four (24) hours per day, seven (7) days per week basis;
- (b) assist other operators with Fire Calls in the Secondary Service Area by providing the Services as may be requested from time to time;
- (c) be responsible for all of the costs incurred to perform the Services and ultimately be responsible for 50% of the Shared Costs;
- (d) within thirty (30) calendar days of preparing its budget for the Shared Costs in each year of the Term, submit to the Customer a budget in a form acceptable to the Customer identifying the estimated Shared Costs for the year;
- (e) on or before February 28 in each year of the Term, provide a summary of actual expenditures from the previous year for the Shared Costs with copies of all invoices to the Customer. The summary shall indicate the difference between the budgeted and actual expenditures for the Shared Costs;
- (f) respond to any fire call by the Customer, the RCMP or any person situated within the Service Area as soon as possible and if the Regional Fire Chief is not on the scene of the fire call, notify the Customer with the details of the call by calling the Customer telephone number that is provided by the Customer to the Operator as soon as practicable;
- (g) take all reasonable steps to control or extinguish fires, handle or participate in the handling of any other hazard or emergency of a type normally handled by a fire department or requiring its participation in such handling;
- (h) maintain adequate levels of skilled personnel, comply with *Occupational Health and Safety Regulation* section 13 AR62/2003 and provide evidence of training conducted by the Operator to the Customer on a quarterly basis or as more frequently requested by the Customer from time to time;
- (i) subject to the discretion of the Regional Fire Chief, or the duly authorized representative thereof, assure that each fire fighting vehicle attending a Fire Call within the Service Area is properly equipped as per ULC S515, and staffed with the appropriate number of Fire Fighters as per the Operators Standard Operating Guidelines;
- (j) maintain coverage under the *Workers' Compensation Act* for all Fire Fighters in accordance with that Act;
- (k) submit to the Customer copies of all Incident Reports within fourteen (14) calendar days of the incident that is the subject of such Incident Report and submit to the Customer an invoice for the Service Fees monthly. For clarity, the Operator shall not be entitled to invoice the Customer's rate payers or third parties directly;
- (l) obtain and maintain in good standing at its own expense all necessary licenses, permits and other authorizations in order to permit it to carry out its obligations pursuant to this Agreement;

- (m) perform all administrative, accounting and record-keeping functions relating to the proper discharge of its obligations pursuant to this Agreement;
- (n) at all times comply with all statutes, regulations and by-laws applicable to the operations of the Operator and affecting its employees engaged in carrying out its obligations pursuant to this Agreement;
- (o) at all times respond to and attend at the location which is the subject of a Fire Call as soon as reasonably possible giving proper consideration to road and weather conditions; and
- (p) provide the Services in accordance with Flagstaff County Bylaw 02/12, as may be amended from time to time. The Operator will be notified immediately of any amendments to this bylaw that may affect this agreement.

ARTICLE 5

5.1 Covenants of the Customer

The Customer will:

- (a) pay the Service Fee to the Operator within thirty (30) days following submission of the relevant invoice to the Customer by the Operator;
- (b) review the budget for the Shared Costs provided by the Operator, as set out in Section 4.1(d) and pay to the Operator:
 - (i) an advance of 25% of the estimated Shared Costs that are approved by the Customer, plus,
 - (ii) if the Operator houses any Shared Equipment or Customer Owned Equipment, the sum of \$10,000.00 as compensation for housing the Shared Equipment and/or Customer Owned Equipment, within sixty (60) calendar days of receipt of such budget for Shared Costs from the Operator;
- (c) upon receipt of the summary of expenditures of the Shared Costs from the Operator, as set out in Section 4.1(e), reimburse the Operator for the Shared Costs such that the total reimbursement provided to the Operator pursuant to Sections 5.1(b(i)) and 5.1(b(ii)) shall equal 50% of the actual value of the Shared Costs;
- (d) provide the Operator with a summary of the Shared Costs approved by the Customer and the Shared Costs that were not approved by the Customer in each year of the Term with information setting out reasons why the such costs were not approved by the Customer; and
- (e) supply the Operator with a copy of the Customer's fire bylaw (Schedule F) of this agreement and any amendments made thereto within a reasonable period of time of such amendment taking effect.

ARTICLE 6

6.1 Shared Equipment

The parties acknowledge and agree that the Shared Equipment shall be registered jointly in the name of both parties.

6.2 Shared Equipment Upon Termination

Upon the termination of this Agreement, in accordance with Section 10.1 or Section 11.1, the Shared Equipment will be dealt with as follows:

- (a) In the event of termination as per Section 10.1, the party that did not provide notice to terminate the Agreement, or in the event of termination as per Section 11.1, the Non- Defaulting Party, shall have the option to purchase the terminating party's interest in the Shared Equipment for a purchase price equal to 50% of the fair market value of the Shared Equipment. In the case of termination of the Agreement pursuant to Section 10.1, the party that did not provide notice to terminate the Agreement must provide notice to the other party of its intention to purchase the Shared Equipment at least ninety (90) days prior to the effective date of termination. In the event of termination under the Agreement under Section 11.1, the Non - Defaulting Party must provide notice in writing to the Defaulting Party of its intention to exercise the option to purchase Defaulting party's interest in the Shared Equipment upon the effective date of termination;
- (b) If the party with the option to purchase as set out in Section 6.2(a) does not provide notice to the other party of its intention to exercise its option to purchase the Shared Equipment, the other party shall be obligated to purchase the non - terminating party's interest, or the Non - Defaulting Party's interest, as the case may be, in the Shared Equipment for a purchase price equal to 50% of the fair market value of the Shared Equipment; and
- (c) Fair market value of the Shared Equipment shall be determined by a third party agreed upon by the parties. The closing date for the purchase of the 50% interest in the Shared Equipment shall be within ten (10) days of the effective date of termination of this Agreement and the parties agree to provide all normal conveyancing documents to the other in order to complete the sale transaction.

6.3 Shared Equipment Upon Expiry

Upon the expiry of the Term of this Agreement, the Shared Equipment will be dealt with as follows:

- (a) The Operator has an option to purchase the Customer's 50% interest in the Shared Equipment for a purchase price equal to 50% of the fair market value of the Shared Equipment. If the Operator desires to exercise this option, the Operator must provide notice to the Customer of its intention to purchase the Shared Equipment at least ninety (90) days prior to the expiry date of the Agreement;
- (b) If the Operator does not exercise its option to purchase the Customer's interest in the Shared Equipment as set out in Section 6.3(a), then the Customer has the option to purchase the Operator's interest in the Shared Equipment for a purchase price equal to 50% of the fair market value of the Shared Equipment. If the Customer desires to exercise this option, the Customer must provide notice to the Operator of its intention to purchase the Shared Equipment at least sixty (60) days prior to the expiry date of the Agreement;
- (c) Fair market value of the Shared Equipment shall be determined by a third party agreed upon by the parties. The closing date for the purchase of the 50% interest in the Shared Equipment shall be within ten (10) days of the expiry of this Agreement and the parties agree to provide all normal conveyancing documents to the other in order to complete the sale transaction; and
- (d) If neither party exercises its option to purchase the other party's interest in the Shared Equipment pursuant to this Section 6.3, the Shared Equipment shall be sold to a third party on terms agreed to by the parties and the sale proceeds shall be split equally between the Customer and the Operator.

6.4 The parties shall consult each other at least 18 months prior to the anticipated replacement of the Shared Equipment, as determined in consultation with the Regional Fire Chief, and, subject to the parties agreeing that the replacement Shared Equipment is suitable for the provision of Services, each party shall pay 50% of the cost of the replacement equipment for the Shared Equipment.

ARTICLE 7

7.1 Request for Capital Contributions

Capital contributions from the Customer may be requested by the Operator from time to time for the purchase of any equipment that is not Shared Equipment and is not intended to replace the Shared Equipment. The Operator may submit a written request to the Customer specifying the amount of money requested for a capital contribution from the Customer and the purposes that the funds will be used for. Upon approval of the request by the Customer, as determined in its sole discretion, the Customer may provide such capital contribution to the Operator on such terms and conditions as may be agreed to by the parties.

ARTICLE 8

8.1 Regional Fire Chief

The Regional Fire Chief Services Agreement is a separate agreement in place to address the purpose and authority of the Regional Fire Chief

ARTICLE 9

9.1 Conflicting Emergency Requirements

If, at the time of a Fire Call, the Operator is occupied with a conflicting emergency incident:

- (a) the Operator shall make reasonable efforts to call on the assistance of the next available operator;
- (b) the parties acknowledge and agree that the Operator will use the following criteria to prioritize and respond to requests for the Operator's Services:
 - (i) fire calls where human life is in danger;
 - (ii) fire calls within the municipal boundaries of the Operator;
 - (iii) fire calls within the municipal boundaries of the Customer; and
 - (iv) motor vehicle accidents within an 80 km radius of the Operator ;
- (c) the Operator agrees that it will respond to the Customer's Fire Call as soon as its Services are no longer required at the conflicting emergency incident.

ARTICLE 10

10.1 Termination upon Notice

Notwithstanding any other provisions contained herein to the contrary, either party may terminate this Agreement by providing written notice to the other party to that effect on or before June 30 of any year of the Term, such termination to take effect on December 31 immediately following.

ARTICLE 11

11.1 Cure

In the event that one party fails to properly discharge all of its obligations pursuant to this Agreement (the "Defaulting Party"), the party not in default of its obligations (the "Non-Defaulting Party") may terminate this Agreement by delivering notice to that effect to the Defaulting Party. Such termination shall be subject to a sixty (60) day cure period during which the Defaulting Party will be given a reasonable opportunity to cure the default or to provide evidence reasonably satisfactory to the Non-Defaulting Party that all reasonable steps have been taken to cure the default. If the default continues or remains in existence upon the expiry of the cure period, the Non-Defaulting Party may terminate the Agreement in writing effective upon delivery of written notice to the Defaulting Party.

ARTICLE 12

12.1 Payment of GST

All amounts payable by the Customer to the Operator hereunder shall be inclusive of any Goods and Services Tax ("GST") payable thereon. The Operator's GST Registration Number is 18129651RT0001.

ARTICLE 13

13.1 Insurance

Without in any way limiting the liability of the Operator under this Agreement, the Operator shall obtain and maintain in force during the Term:

- (a) commercial general liability insurance in the amount of not less than Five Million (\$5,000,000.00) Dollars inclusive per occurrence, against bodily injury, death and property damage, including loss of use thereof; and
- (b) auto liability insurance for all motor vehicles used by the Operator hereunder with limits of not less than Five Million (\$5,000,000.00) Dollars for accidental injury or death to one or more persons, or damage to or destruction of property as a result of any one (1) accident or occurrence; and
- (c) property insurance for all vehicles and equipment used by the Operator to perform the Services which is Shared Equipment at full replacement cost.

All insurance required to be maintained by the Operator hereunder shall be on terms and conditions and with insurers reasonably acceptable to the Customer and shall provide that such insurer shall provide to the Customer thirty (30) days prior written notice of cancellation or alteration of such policies.

Each policy for commercial general liability shall name the Customer as an additional insured.

The Operator's commercial general liability policy shall contain a cross-liability clause.

From time to time throughout the Term, the Operator shall furnish to the Customer certificates, or, if required by the Customer, certified copies of the policies (signed by the insurers) of insurance from time to time required hereunder and evidence reasonably acceptable to the Customer of their continuation in force.

If the Operator fails to satisfy the requirements of Article 13 at any point during the Term, the Customer may terminate this Agreement effective immediately.

ARTICLE 14

14.1 Indemnity

Each of the parties hereto shall be responsible for and indemnify and save harmless the other party, for any damages or losses (including legal fees on a solicitor and his own client full indemnity basis), injuries or loss of life, resulting from the acts or omissions of their respective employees, servants, agents or contractors which may occur in the performance, purported performance, or non-performance of their respective obligations under this Agreement; provided that, such indemnity shall be limited to an amount in proportion to the degree to which the indemnifying party, its employees, servants, agents or contractors are at fault or otherwise held responsible in law.

The indemnifications set forth above, hereof, will survive the expiration of the Term or the termination of this Agreement for whatever cause and any renewal or extension of the Term, as the case may be.

ARTICLE 15

15.1 Dispute Resolution

If any dispute arises between the parties with respect to any of the provisions of this Agreement that cannot be resolved by mutual agreement between the parties, such dispute may be referred to non-binding mediation upon the parties' mutual agreement of the mediator. The parties shall each pay half the costs of the mediation.

15.2 If the dispute cannot be resolved in accordance with mediation as set out in Section 15.1 or the parties fail to agree to the identity of a mediator within thirty (30) days of one party giving notice to the other party that they would like to resolve the dispute through mediation, the dispute shall be determined by arbitration in accordance with the following terms and conditions:

- (a) the party desiring to refer a dispute to arbitration shall notify the other party in writing of the details of the nature and extent of the dispute;
- (b) within five (5) days of receipt of notice contemplated in Section 15.2(a), the parties shall agree upon a single arbitrator (the "Arbitrator") and in the event that the parties are unable to agree upon the Arbitrator, the matter shall be referred to the Court of Queen's Bench of Alberta for the appointment of the Arbitrator;
- (c) the decision of the Arbitrator shall be binding upon the parties hereto;
- (d) the cost of each arbitration shall be borne by the party against which the award is made by the Arbitrator, unless the Arbitrator decides otherwise;
- (e) the Arbitrator shall not alter, amend or otherwise change the terms and conditions of this Agreement;
- (f) except as modified herein, the provisions of the *Arbitration Act*, RSA 2000, c. A-43, as amended from time to time, shall apply to any arbitration conducted pursuant to this Agreement; and
- (g) notwithstanding any provision contained herein to the contrary, if any dispute which has been submitted to the Arbitrator has not been determined by the Arbitrator within forty-five (45) days of receipt of the notice to arbitrate, either party at any time thereafter, but prior to a determination being made by the Arbitrator shall have the right of recourse to the Court of Alberta having jurisdiction for the determination of the dispute and upon the commencement of any action for such purpose, the jurisdiction of the Arbitrator with respect of such dispute shall cease.

ARTICLE 16

16.1 Force Majeure

The Operator shall not be liable to the Customer for any failure of or delay in the performance of its obligations hereunder nor be deemed to be in breach of this Agreement, if such failure or delay has arisen from "Force Majeure". For the purposes of this Agreement, "Force Majeure" means any cause not within the control of the Operator including, without limitation, interruption of telecommunications, gas, electric or other utility service, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, lightning, storms, floods, high water, washouts, inclement weather, orders or acts of military authorities, civil disturbances and explosions.

Where the Operator is prevented from carrying out its obligations hereunder due to Force Majeure, the Operator shall, as soon as possible, give notice of the occurrence of such Force Majeure to the Customer and the Operator shall thereupon be excused from the performance of such obligations for the period of time directly attributable to the effect of the Force Majeure.

16.2 Waiver

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

16.3 Unenforceability

If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

16.4 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no general or specific warranties, representations or other agreements by or among the parties in connection with the entering into of this Agreement or the subject matter hereof except as specifically set forth herein.

16.5 Amendments

This Agreement may be altered or amended in any of its provisions when any such changes are reduced to writing and signed by the parties hereto but not otherwise.

16.6 Further Assurances

The parties hereto and each of them do hereby covenant and agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

16.7 Notices

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

- (a) personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid; or
- (b) by telecopier, email, or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
 - (i) upon transmission with answer back confirmation, or email receipt confirmation, as the case may be, if received within the normal working hours of the business day; or
 - (ii) at the commencement of the next ensuing business day following transmission with answer back confirmation thereof; or
- (c) by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received seventy-two (72) hours after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.
- (d) Except as herein otherwise provided, Notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, or five (5) days after the same has been mailed in a prepaid envelope by single registered mail to:
 - (i) the Customer:

Flagstaff County
Box 358
Sedgewick, Alberta
T0B 4C0

Phone: (780) 384-4100
Fax: (780) 384-3635
Email: county@flagstaff.ab.ca

Attention: Chief Administrative Officer
 - (ii) the Operator:

Town of Sedgewick
Box 129
Sedgewick, Alberta
T0B 4C0

Phone: (780) 384-3504
Fax: (780) 384-3545
Email: officemain@sedgewick.ca

Attention: Chief Administrative Officer

or to such other address as each party may from time to time direct in writing.

16.8 Headings

The headings in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision hereof.

16.9 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof and all covenants herein shall be construed to be joint and several when applicable to more than one party.

16.10 Assignment

This Agreement shall not be assignable by the Operator to any other person, firm or corporation without the prior written consent of the Customer, which consent may be arbitrarily withheld.

16.11 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

16.12 Governing Law and Submission to Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the parties hereto hereby submit to the jurisdiction of the Courts in the Province of Alberta.

16.13 Survival

The parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the termination or expiry of the Term shall survive the termination or expiry of the Term and shall not be merged therein or therewith.

IN WITNESS WHEREOF the parties have set their seals and hands of their proper officers in that behalf on the day and year first above written.

FLAGSTAFF COUNTY

Per: _____

Per: _____

TOWN OF SEDGEWICK

Per: _____

Per: _____

SCHEDULE "A"

MAP OF SERVICE AREA

(Emergency Service Zone for 911 purposes)

See attached map of boundaries of Flagstaff County

MAP OF SECONDARY SERVICE AREA

See attached map of boundaries of Flagstaff County

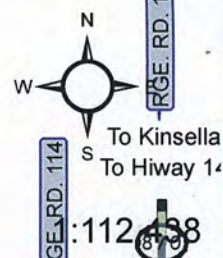
Legend

SURFACE

- GRAVEL
- Fire Department Boundaries

Fire Department Area

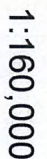
- Alliance
- Daysland
- Forestburg
- Galahad
- Hardisty
- Heisler
- Killam
- Lougheed
- Sedgewick
- Strome



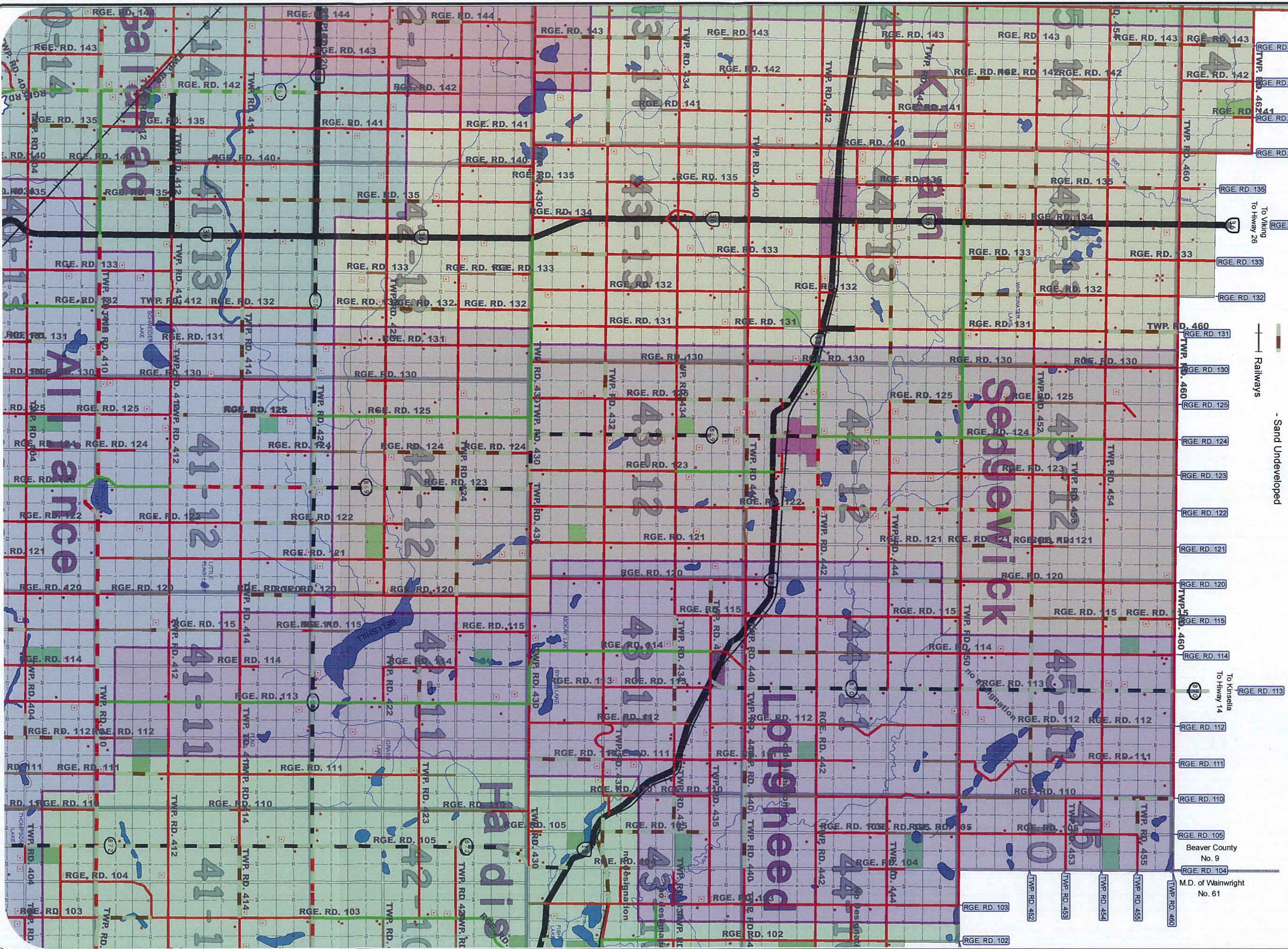
Sedgewick Fire Agreement Area

SURFACE

- GRAVEL
- Primary Highways
- Secondary Highways - Paved
 - Oiled
 - Gravel
- District Roads - Paved
 - Oiled
 - Gravel
 - Dirt Undeveloped
 - Sand Undeveloped
- Railways



Sedgewick Fire Primary & Secondary Response Area



SCHEDULE "B"

SERVICES

The Operator agrees to provide the following Services to the Customer:

For further certainty, the parties acknowledge that the applicable Services, as identified above include, but are not limited to, the description for each particular Service as set out below:

Scene Size-up may include:

- Looking for obvious hazards, determining if rescue is required, determining if additional fire apparatus or RCMP or Ambulance are required.

Scene Security may include:

- Mitigating any hazards, isolating the area from unwanted bystanders; and
- Securing a staging area for equipment.

Evacuation may include:

- Evacuation of the immediate area and/or surrounding area.

Wildland Fire Suppression and Control may include:

- Fire suppression and control and related services.

Hazardous Materials Response (Awareness Level) may include:

- Identification of any hazardous materials that may be involved;
- Determining hazards of product through Emergency Response Guide;
- Determining if evacuation is required, and completing if necessary; and
- Calling in assistance to mitigate spills or hazards.

Exterior Structural Fire Suppression (Exposure Protection) may include:

- Preventing the spread of fire to adjacent exposures and containing fire to building of origin; and
- Extinguishing the fire without entering an involved building.

Motor Vehicle Collision Response may include:

- Prevention or extinguishment of fire in vehicles involved in a collision;
- Traffic control to reduce danger from passing vehicles and allow emergency vehicles to access scene; and
- Performing First Aid of injured people.

Medical / Trauma First Response may include:

- Performing First Aid to injured or sick people that may result from a traumatic event; and
- Assisting ambulance crews with patient care, lift assists.

Interior Structural Fire Suppression may include:

- Containment of fire to the area of origin, room of origin, building of origin, and extinguishment of the fire through entry into the involved building, where doing so will not cause an unmanageable amount of risk to fire fighters
- Perform rescue from an involved building where doing so will not cause an unmanageable amount of risk to fire fighters

Other unspecified services as may be required from time to time that the fire department members are trained in and willing to perform.

SCHEDULE "C"

SERVICE FEE

1. The Customer shall not pay any Service Fees for equipment when the Operator responds to a Fire Call using Shared Equipment only. For clarity, the Customer shall still pay the rates for the Fire Fighters as set out in Section 3 of this Schedule for any responses to Fire Calls (whether involving Shared Equipment only or additional equipment of the Operator).
2. The Customer will pay the Operator Service Fees for the use of equipment that is required at a Fire Call that is not Shared Equipment at the following rates:

<u>Type of Equipment</u>	<u>\$ / Hour</u>
Engine 2	\$200.00/hour

3. Subject to Section 5 below, the Customer shall pay the Operator for the services of the Fire Fighters at the following rates:
 - (a) \$20.00 per hour for each Fire Fighter who responds to a Fire Call (minimum of 3 hours per Fire Fighter for each Fire Fighter who responds to the scene of a Fire Call);
 - (b) \$20.00 for each Fire Fighter who responds to the Fire Call by attending the Operator's fire hall but does not respond to the scene of the Fire Call; and
 - (c) for any equipment that is used by the Operator to perform the Services not listed in Schedules "C" and "D" (for example, graders) , the Customer shall pay the Operator at the then current rate set by the Alberta Road Builders and Heavy Construction Association.
4. Customer's Ability to Assess Equipment Required at Fire Call - In consultation with the Operator's fire chief, the Regional Fire Chief shall determine what equipment was required at each Fire Call. The Customer shall only pay the Operator for the use of equipment at a Fire Call that the Regional Fire Chief determines was necessary at the Fire Call. For clarity, if the Regional Fire Chief determines that certain equipment was not required at the Fire Call, as determined in his sole discretion, the Customer shall not compensate the Operator for the presence of that equipment at the Fire Call.
5. Service Fees for False Alarms will be one hour for Fire Fighter wages. There will be no fees charged by the Operator or paid by the Customer for equipment that responds to a False Alarm call.

SCHEDULE "D"**SHARED EQUIPMENT AND SHARED COSTS****A. SHARED EQUIPMENT**

The parties acknowledge and agree that the following equipment is Shared Equipment between the Customer and each respective Operator and acknowledge the corresponding contribution from the Customer:

Location	Equipment	Town / Village Purchase price	County Contribution
Alliance	Pumper – Front Mount 2002 Chev Top Kick VIN# 1GDL7H1E52J504960	\$115,000	\$57,500
Daysland	Pumper – Midship 2005 Freightliner M2-106 VIN# 1FVACYDJ45HN70898	\$256,000	\$128,000
Forestburg	Pumper Midship Crown 2011 International Chassis VIN# 1HTWCAZR6BJ338074	\$310,278	\$155,139
Hardisty	Pumper – Midship 2010 Freightliner FL M2 Chassis Ser# 1FVACYBS1ADAR9762	\$280,356	\$140,178
Killam	Pumper – Mid-ship 1999 IHC 4900 Superior Fire Pumper VIN# 1HTSDAAR0XH589050	\$176,000	\$88,000
Lougheed	1999 GMC Top Kick Pumper - Front Mount	\$160,000	\$80,000
Sedgewick	Pumper – Midship Side Control 2008 Freightliner LLC Chassis Ser# 1FVACYBS68HZ81008	\$277,746	\$138,873
Strome	Pumper - Midship 2004 Freightliner FL 70 Chassis SE: 3336 Vin# 1FVABUCS84HM79539	\$196,000	\$98,000

The parties acknowledge and agree that the Shared Equipment will be replaced in accordance with Schedule "E", as applicable.

B. SHARED COSTS

The Shared Costs include the following costs:

- Dispatch, telephone and communications costs;
- Radio equipment;
- Repairs and maintenance of the Shared Equipment;
- Equipment and Hose replacement related to the Shared Equipment;
- Property insurance and automobile liability insurance on Shared Equipment (full replacement cost property insurance shall be required);
- Fuel for Shared Equipment;
- Firefighters insurance and Workers Compensation Board expenses;

- Firefighter training costs (which may include course costs and wages if paid by the Operator);
- Firefighters gear;
- Breathing apparatus;
- Supplies (and related fuel and freight); and
- Such other items that the parties may agree to from time to time.

The parties specifically acknowledge and agree that the cost of maintaining the Operator's commercial general liability insurance, as set out in Section 13.1(a) shall be the sole responsibility of the Operator.

C. CUSTOMER OWNED EQUIPMENT

The Operator acknowledges and agrees that the following equipment is Customer Owned Equipment:

Location and Replacement Schedule	Equipment	Operator Contribution	County Contribution
2019 Loughheed	Quick Response Truck	0 %	100 %
2022 Alliance	Quick Response Truck	0 %	100 %
2023 Galahad	Quick Response Truck	0 %	100 %
2024 Strome	Quick Response Truck	0 %	100 %
2024 Helsier	Quick Response Truck	0 %	100 %

The Operator agrees to contribute 50% towards the operating cost of the Customer Owned Equipment located within its municipal boundaries, as determined by the Customer, and, subject to making payments for operating costs are requested by the Customer from time to time, is allowed to use this equipment for training purposes and calls within the Operator's municipal limits.

SCHEDULE "E"**SHARED EQUIPMENT REPLACEMENT SCHEDULE**

The parties acknowledge and agree that the Shared Equipment set out below will be replaced in accordance with the following schedule and that the parties' contributions toward the replacement will be as follows:

Location and Replacement Schedule	Equipment	Town / Village Contribution	Customer Contribution
2019 Killam	Pumper	50 %	50 %
2025 Daysland	Pumper	50 %	50 %
2028 Sedgewick	Pumper	50 %	50 %
2030 Hardisty	Pumper	50 %	50%
2031 Forestburg	Pumper	50 %	50 %

SCHEDULE "F"

FLAGSTAFF COUNTY

BYLAW NO. 02/12

A BYLAW OF FLAGSTAFF COUNTY IN THE PROVINCE OF ALBERTA FOR THE PURPOSE OF PROVIDING FIRE PROTECTION TO THE COUNTY, PREVENTING, REGULATING AND CONTROLLING THE LIGHTING OF FIRES WITHIN THE COUNTY AND THE RECOVERY OF FIRE PROTECTION CHARGES.

WHEREAS the *Municipal Government Act* provides that a council of a municipality may pass bylaws for municipal purposes respecting the following matters:

- a) the safety, health and welfare of people, and the protection of people and property;
- b) services provided by or on behalf of the municipality; and
- c) the enforcement of bylaws;

AND WHEREAS the *Municipal Government Act* further provides that a municipality may pass bylaws to regulate, prohibit and impose a system of licences, permits or approvals and may collect, pursuant to a bylaw, costs and expenses incurred by the municipality for extinguishing fires; and

AND WHEREAS the *Forest and Prairie Protection Act* provides that a council of a municipal district is responsible for fighting and controlling all fires within the boundaries of the municipal district, other than areas contained in a forest protection area;

AND WHEREAS Council for Flagstaff County wishes to enter into service agreements for the provision of Fire Protection within the County;

AND WHEREAS Council for Flagstaff County wishes to provide for the prevention, regulation and control of the lighting of fires within the County;

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

SECTION 1. TITLE

1.1 This Bylaw may be cited as the "Fire Bylaw".

SECTION 2. DEFINITIONS

2.1 In this Bylaw:

- (a) "Apparatus" means any vehicle provided with machinery or equipment for firefighting operated by or for Fire Services whether that vehicle operates on land, in the air, or on water;

-
- (b) "Burnable Debris" means all combustible waste other than Prohibited Debris and includes, but is not limited to:
- (i) straw and stubble;
 - (ii) grass and weeds;
 - (iii) leaves and tree prunings;
 - (iv) brush and fallen trees on newly cleared land or associated with logging operations;
 - (v) used power, telegraph and telephone poles that do not contain wood preservatives;
 - (vi) wooden materials, which do not contain wood preservatives, from the construction or demolition of buildings;
 - (vii) solid waste from post and pole operations that does not contain wood preservatives; and,
 - (viii) solid waste from tree harvesting operations;
- (c) "Burning Barrel Fire" means a fire confined to a non-combustible structure or container that has draft holes not larger than 5 millimetres in diameter and is covered with a heavy gauge metal screen of a mesh size not greater than 7 millimetres to contain sparks over the fire at all times, which is lit for the purpose of burning household refuse or other Burnable Debris;
- (d) "Burning Hazard" means an actual or potential occurrence of fire or other combustion of organic or inorganic material that could endanger human life or property or damage property;
- (e) "CAO" means the Chief Administrative Officer of the County or his or her delegate;
- (f) "Council" means the municipal council of the County;
- (g) "County" means Flagstaff County;
- (h) "Dangerous Goods" means those products or substances which are regulated by the *Dangerous Goods Transportation and Handling Act*;
- (i) "Equipment" means any tools, devices, materials or supplies used by or for Fire Services to respond to an Incident;
- (j) "False Alarm" means any notification, by whatever means received, to Fire Services respecting the existence of a condition, circumstance, fire or other event containing an imminent, serious danger to persons or property, wherein such condition, circumstance, fire or other event does not, in fact, exist;
- (k) "Fire Ban" means an order issued by the Minister responsible for the *Forest and Prairie Protection Act*, or an order issued pursuant to this Bylaw, for the purpose of canceling all fire permits, prohibiting the lighting of any fire and requiring the extinguishment of all fires within the County;

- (l) "Fire Chief" means the Fire Chief of a fire department serving the County, or his designate;
- (m) "Fire Guardian" means any person appointed as a fire guardian by the County in accordance with the *Forest and Prairie Protection Act*;
- (n) "Fire Hazard" means combustible material that, through its nature, location, condition or arrangement, or any combination of those factors, may be ignited and, if ignited, could create a Burning Hazard;
- (o) "Fire Permit" means a permit issued by a Fire Guardian, authorizing the setting of a specific type of fire within the County.
- (p) "Fire Protection" means any and all of the services enumerated in Section 3.1 and includes any other service delivered by or for Fire Services that is authorized by Council;
- (q) "Fire Protection Charges" means all costs incurred by or for Fire Services in providing Fire Protection within the County's boundaries, the rates of which are set out in the County's Fees and Charges Manual, as amended or repealed and replaced from time to time;
- (r) "Fire Services" means any fire department providing Fire Protection within the County under agreement with the County, and shall include all Members.
- (s) "Fire Services Property" means all real and personal property owned or controlled by the County and designated for use by Fire Services including but not limited to Apparatus and Equipment;
- (t) "Incident" means a fire or a situation where a fire or explosion is imminent or any other emergency where there is a danger or possible danger to life or property;
- (u) "Incident Command" means the Regional Fire Chief, or in his absence the Fire Chief, or in the absence of the Fire Chief, the highest ranking Member who first arrives at the scene of an Incident;
- (v) "Member" means any person who is duly appointed as a member of Fire Services and includes a Fire Chief and the Regional Fire Chief where the context so requires;
- (w) "Peace Officer" means a bylaw enforcement officer appointed by the County pursuant to the *Municipal Government Act* and includes a member of the Royal Canadian Mounted Police.
- (x) "Prohibited Debris" means any combustible waste that, when burned, may result in the release to the atmosphere of dense smoke, offensive odours or toxic substances and includes but is not limited to:
 - (i) animal manure;
 - (ii) pathological waste;
 - (iii) non-wooden material;

- (iv) waste material from building or construction sites, excluding wooden materials that do not contain wood preservatives;
 - (v) combustible material in automobile bodies;
 - (vi) tires;
 - (vii) rubber or plastic, or anything containing or coated with rubber or plastic or similar substances, except rubber or plastic attached to shredded scrap steel;
 - (viii) used oil; and
 - (ix) wood or wood products containing substances for the purpose of preserving wood;
- (y) "Recreational Fire" means a fire confined within a non-combustible structure or container, which is lit for the purpose of cooking, obtaining warmth or viewing for pleasure and is fueled solely by dry wood, charcoal, natural gas, or propane;
- (z) "Regional Fire Chief" means the person appointed by the County to oversee Fire Services for the County, or his designate;
- (aa) "Smudge Fire" means a fire confined to a non-combustible structure or container that has draft holes not larger than 5 millimetres in diameter and is covered with a heavy gauge metal screen of a mesh size not greater than 7 millimetres to contain sparks over the fire at all times, which is lit for the purpose of protecting livestock from insects or for protecting garden plants from frost and is fueled solely by dry wood or charcoal.
- (bb) "Violation Ticket" means a violation ticket issued for an offence committed against any of the provisions of this Bylaw under Part 2 of the *Provincial Offences Procedure Act*;

SECTION 3. FIRE PROTECTION

- 3.1 Under agreement with the County, Fire Services shall provide the following services within the County, namely:
- (a) preventing and extinguishing fires;
 - (b) investigating the cause of fires;
 - (c) preserving life and property and protecting persons and property from injury or destruction by fire;
 - (d) preventing prairie or running fires and enforcing the provisions of the *Forest Prairie and Protection Act*;
 - (e) preventing, combating and controlling Incidents;
 - (f) carrying out preventable controls;
 - (g) maintaining and operating Apparatus and Equipment for extinguishing fires and preserving life and property;

- (h) providing rescue services for motor vehicles collisions, not including water or ice rescue;
- (i) conducting pre-fire planning and fire inspections;
- (j) providing public education and information regarding fire safety; and
- (k) training or other Member development

all in accordance with the policies and guidelines established by the County from time to time and all applicable legislation.

- 3.2 The CAO may, subject to ratification by Council, negotiate and enter into agreements with the Province of Alberta, other municipalities or other entities, however constituted, for the purchase, joint use, control and management of Fire Services Property, and for the purpose of providing Fire Protection within the County.

SECTION 4. AUTHORITY AND RESPONSIBILITY OF THE REGIONAL FIRE CHIEF

- 4.1 The Regional Fire Chief shall be appointed by and report to the CAO.
- 4.2 The Regional Fire Chief shall be responsible for managing the overall delivery of Fire Protection by Fire Services, subject to:
- (a) this Bylaw;
 - (b) all applicable County policies;
 - (c) the direction of the CAO; and
 - (d) any agreements the County has with other municipalities or other entities, however constituted, that provide Fire Protection in the County.
- 4.3 The Regional Fire Chief may prescribe rules, regulations and policies for the ongoing organization and administration of Fire Services and may perform such other functions and have such other powers and responsibilities the CAO may from time to time prescribe.
- 4.4 The Regional Fire Chief is authorized to delegate, and to authorize further delegations of any powers, duties and functions delegated to the Regional Fire Chief by Council under this Bylaw.

SECTION 5. AUTHORITY AND RESPONSIBILITY OF INCIDENT COMMAND

- 5.1 Incident Command at an Incident shall have control, direction and management of all Apparatus, Equipment and manpower assigned to that Incident and shall continue to act as the Incident Command until relieved by another Member authorized to do so.

- 5.2 Incident Command shall take action as deemed necessary for preserving life and property and protecting persons and property from injury or destruction by fire or other emergency and is authorized to:
- (a) enter, pass through or over buildings, structures or property whether adjacent or in proximity to an Incident and to cause Members or Apparatus to enter or pass through or over the building, structure or property without permission;
 - (b) establish boundaries or limits and keep persons from entering the area within the prescribed boundaries or limits unless authorized to enter by Incident Command;
 - (c) request Peace Officers to enforce restrictions on persons entering within the boundaries or limits outlined in subsection (b);
 - (d) cause a building, structure or thing to be pulled down, demolished or otherwise removed;
 - (e) request manpower and Equipment which he considers necessary to deal with an Incident; and
 - (f) require any adult person who is not a Member, to assist in:
 - (i) extinguishing a fire or preventing the spread thereof;
 - (ii) removing furniture, goods and merchandise from any building or structure on fire or in danger thereof and in guarding and securing same; and
 - (iii) demolishing a building or structure at or near the fire or other Incident.

SECTION 6. FIRE GUARDIANS

- 6.1 Fire Guardians shall have the authority and power to:
- (a) issue a Fire Permit in respect of any property within the County;
 - (b) issue a Fire Permit unconditionally or to impose any conditions on the Permit that the Fire Guardian considers appropriate, in his sole discretion, given the nature of the fire and prevailing circumstances, location and environmental conditions;
 - (c) suspend or cancel a Fire Permit at any time; and
 - (d) refuse to issue a Fire Permit where, in the opinion of the Fire Guardian, there is a risk to the public in relation to the proposed fire.

SECTION 7. PERMITTED AND PROHIBITED FIRES

- 7.1 No person shall burn or cause to be burned any Prohibited Debris within the boundaries of the County.
- 7.2 No person shall light or cause to be lit any outdoor fire or permit any outdoor fire upon land owned or occupied by him or under his control unless the person is the holder of a

valid Fire Permit or the specific type of fire is exempted from requiring a Fire Permit in this Bylaw.

7.3 A Fire Permit is not required under this Bylaw for a Burning Barrel Fire, Recreational Fire or Smudge Fire provided that:

- (a) a minimum of 5 metres clearance from property lines, other structures and combustible materials is maintained;
- (b) the fire is kept under control and supervised at all times by a responsible adult person until such time that the fire has been completely extinguished; and
- (c) flame height does not exceed 90 centimetres above the structure or container.

7.4 This Bylaw does not apply to:

- (a) an outdoor fire lit by Fire Services for training or preventive control purposes;
- (b) an outdoor fire that is a flare stack used in the petroleum industry;
- (c) an outdoor fire prescribed by regulations under the *Forest Prairie and Protection Act*; or
- (d) a fire confined to an incinerator regulated under the *Environmental Protection and Enhancement Act*.

SECTION 8. FIRE PERMITS

8.1 Fire Permits are required throughout the year.

8.2 An application for a Fire Permit shall be made in writing on the form approved by the CAO as may be amended from time to time.

8.3 A Fire Permit shall only be valid for the time period expressly indicated on the Permit, as determined by the Fire Guardian issuing the Permit at his sole discretion, having regard for the nature and purpose of the fire and prevailing circumstances and environmental conditions.

8.4 A Fire Guardian may, in his sole discretion, terminate, suspend or cancel a Fire Permit at any time. Upon receiving notification of termination, suspension or cancellation of the Fire Permit, the Fire Permit holder shall immediately extinguish any Fire set pursuant to the Fire Permit.

8.5 A Fire Permit is not transferable.

8.6 Every person who sets a fire under authority of a Fire Permit shall:

- (a) keep the Permit at the site of the fire;

- (b) produce and show the Permit to a Fire Guardian, a Member or a Peace Officer upon request;
- (c) have a responsible adult person in attendance at the fire at all times;
- (d) keep the fire under control;
- (e) extinguish the fire before expiration of the Permit or upon cancellation of the Permit; and
- (f) be responsible for any costs incurred by the fire department when called upon to extinguish such fire if, in the opinion of the Fire Chief or his designate, the fire is a hazard to persons or property.

SECTION 9. FIRE BAN

- 9.1 The Regional Fire Chief may, from time to time, prohibit all Fires in the County, whether requiring a Fire Permit or not, when in the opinion the Regional Fire Chief, the prevailing environmental conditions give rise to an increased risk of a fire running out of control, as per County Policy.
- 9.2 A Fire Ban imposed pursuant to this section shall remain in force until either the date provided in the notice of the Fire Ban or until such time as the Regional Fire Chief provides notice to the public that the Fire Ban is no longer in effect.
- 9.3 Notice of a Fire Ban shall be provided to the public. Notice may be in the form of signs posted throughout the County, in locations to be determined by the County, through a public service message on the local radio stations, or by any other means which the Regional Fire Chief determines is appropriate for the purpose of informing the public of the Fire Ban.
- 9.4 When a Fire Ban is in place, no person shall ignite any fire, whether or not the person is the holder of a Fire Permit and shall immediately extinguish any fire lit once the person knows or ought reasonably to know of the Fire Ban.

SECTION 10. FIRE PROTECTION CHARGES

- 10.1 Upon providing Fire Protection on a parcel of land within the County's boundaries, the County may, in its sole and absolute discretion, charge any or all of the following persons, namely:
 - (a) the person or persons causing or contributing to the fire; or
 - (b) the owner or occupant of the parcel of land;

Fire Protection Charges, and all persons charged are jointly and severally liable for payment of the Fire Protection Charges to the County.
- 10.2 Fire Protection Charges shall be paid within thirty (30) days of receipt.

- 10.3 Collection of unpaid Fire Protection Charges may be undertaken by civil action in a court of competent jurisdiction, and any civil action does not invalidate any lien which the County is entitled to on the parcel of land in respect of which the indebtedness is incurred.
- 10.4 The owner of a parcel of land within the County to which Fire Protection is provided is liable for Fire Protection Charges incurred and the County may add to the tax roll of the parcel of land all unpaid Fire Protection Charges, which forms a special lien against the parcel of land in favour of the County from the date the amount was added to the tax roll, in accordance with the *Municipal Government Act*.

SECTION 11. NOTICE

- 11.1 Any notice provided for in this Bylaw shall be in writing.
- 11.2 Service of any notice provided for in this Bylaw may be made as follows:
- (a) personally upon the person to be served or to any person receiving it on his behalf; or
 - (b) by mailing a copy to the person to be served to the last known post office address of the person to be served.
 - (c) where the property is not occupied, by mailing the notice by regular mail to the mailing address noted on the County tax roll for the Property.
 - (d) as directed by the courts.
- 11.3 Service is presumed to be effected under section 11.2:
- (a) seven days from the date of mailing if the document is mailed in Alberta to an address in Alberta; or
 - (b) fourteen days from the date of mailing if the document is mailed in Canada to an address in Canada;

unless the document is returned to the sender other than by the addressee, or the document was not received by the addressee, the proof of which lies on the addressee.

SECTION 12. INSPECTION AND ENFORCEMENT

- 12.1 Where a parcel of land does not comply with this Bylaw or a person contravenes this Bylaw, the County may pursue its enforcement alternatives in accordance with this Bylaw, any enactment or any common law right, including issuing an order to remedy contraventions or dangers, remedying contraventions or dangers by the County, adding amounts to the tax roll of the owner of the parcel, and pursuing injunctions pursuant to the *Municipal Government Act*.

- 12.2 The Regional Fire Chief is authorized to carry out inspections of land and structures, issue orders, remedy conditions and contraventions, and enforce this Bylaw in accordance with the *Municipal Government Act*.

SECTION 13. OFFENCES

- 13.1 No person shall:

- (a) contravene any provision of this Bylaw;
- (b) contravene any term or condition of a Permit issued pursuant to this Bylaw;
- (c) impede, obstruct or hinder a Member, or any other person assisting or acting under the direction of a Member from carrying out any function or activity related to the provision of Fire Protection;
- (d) damage or destroy Fire Services Property;
- (e) falsely represent himself as a Member;
- (f) obstruct or otherwise interfere with access by Fire Services, Fire Services Property or a Peace Officer to:
 - (i) the scene of an Incident;
 - (ii) a fire hydrant, cistern or other body of water designated for firefighting purposes; or
 - (iii) to connections to fire mains, stand pipes, or sprinkler systems.
- (g) cross any boundaries or limits established by Fire Services in accordance with this Bylaw, without the express authorization of Incident Command;
- (h) cause or permit a Burning Hazard or Fire Hazard to exist on a parcel of land;
- (i) deposit, discard or abandon any burning matter or substance so as to create a Burning Hazard;
- (j) light a fire or cause a fire to be lit during a Fire Ban;
- (k) light a fire unless they are the holder of a valid Fire Permit if required under this Bylaw or the *Forest and Prairie Protection Act* or both;
- (l) provide false, incomplete or misleading information to the Regional Fire Chief, a Fire Guardian, a Fire Chief, a Member or a Peace Officer with respect to a fire or a Fire Permit application;
- (m) light a fire on any land not his own without the written consent of the owner of the land;
- (n) permit a fire lit by that person to pass from his own land to the land of another person;

- (o) light a fire without first taking sufficient precautions to ensure that the fire can be kept under control at all times;
- (p) conduct any activity that might reasonably be expected to cause a fire unless that person exercises reasonable care to prevent a fire from occurring;
- (q) conduct any activity that involves the use of a fire, where smoke produced by the fire may impede the visibility of vehicular and pedestrian traffic on any road or highway;
- (r) light a fire on lands owned or controlled by the County except with the County's express written consent; or
- (s) use a fire to burn Prohibited Debris.

SECTION 14. PENALTIES

- 14.1 A person who contravenes any provision of this Bylaw, fails to comply with any condition in a Fire Permit or with any order or request directed to that person pursuant to this Bylaw is guilty of an offence and is liable, upon summary conviction, to the specified penalty for the offence set out in Schedule "A".

SECTION 15. VIOLATION TICKET

- 15.1 A Peace Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act* to any person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- 15.2 If a Violation Ticket is issued in respect of an offence, the Violation Ticket may;
- (a) specify the fine amount established by this Bylaw for the offence; or
 - (b) require a person to appear in court without the alternative of making a voluntary payment.

SECTION 16. VOLUNTARY PAYMENT

- 16.1 A person who commits an offence may:
- (a) if the Violation Ticket is issued in respect of the offence; and
 - (b) if the Violation Ticket specifies the fine amount established by this Bylaw for the offence;
- make a voluntary payment by submitting to a Clerk of the Provincial Court, on or before the initial appearance date indicated on the Violation Ticket, the specified penalty set out on the Violation Ticket.

- 16.2 When the Clerk records in the Court records the receipt of a voluntary payment pursuant to Section 16.1 and the *Provincial Offences Procedure Act*, the act of recording receipt of that payment constitutes acceptance of the guilty plea and also constitutes the conviction and the imposition of a fine in the amount of the specified penalty.

SECTION 17. SEVERABILITY

- 17.1 If any portion of this bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed and the remainder of the bylaw is deemed valid.

SECTION 18. REPEAL

- 18.1 Bylaw 18/90 as amended and Bylaw 03/08 as amended are hereby repealed.

SECTION 19. EFFECTIVE DATE

- 19.1 This Bylaw shall come into force and effect upon third and final reading.

READ a first time in Council this _____ day of _____, 2012.

READ a second time in Council this _____ day of _____, 2012.

READ a third and final time in Council this _____ day of _____, 2012.

Reeve

Chief Administrative Officer

SCHEDULE "A" – SPECIFIED PENALTIES

<u>OFFENCE</u>	<u>SPECIFIC PENALTY</u>
Contravention of any provision of this Bylaw	\$ 300.00
Second offence	\$ 600.00
Third offence	\$1,000.00

REGIONAL FIRE CHIEF SERVICES AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2015

BETWEEN:

FLAGSTAFF COUNTY
(the "County")

AND:

TOWN OF SEDGEWICK
(the "Municipality")

WHEREAS the County employs the Regional Fire Chief;

AND WHEREAS the Municipality employs its own fire chief, but desires to obtain the services of the Regional Fire Chief to assist the Municipality and its fire protection services within the Municipality's municipal boundaries;

AND WHEREAS the County is willing to cause the Regional Fire Chief to assist the Municipality and provide services to the Municipality under the terms and conditions contained herein;

NOW THEREFORE IN CONSIDERATION of the sum of one dollar (\$1.00), the receipt and sufficiency of which is acknowledged, and the mutual covenants, terms and conditions contained herein, the parties hereto agree as follows:

ARTICLE 1

1.1 Definitions

In this Agreement the following words and expressions shall have the meanings herein set forth unless inconsistent with the subject matter or context:

- (a) "Fire Call" means each occasion on which the Municipality responds to a request for fire suppression and associated loss mitigation services within the Service Area including the Operators municipality;
- (b) "Incident Command" means control and command at a Fire Call and the ability to provide instructions to the Municipality's fire fighters;
- (c) "Regional Fire Chief" means the employee of the County who is designated the regional fire chief, and has the appropriate training and qualifications to act as the Regional Fire Chief, which may include the following qualifications: 1001 Level 2 Fire Fighter, Fire Officer training, and Safety Codes Officer (Fire);
- (d) "Service Area" means the municipal boundaries of the Municipality, as may be amended from time to time; and
- (e) "Services" means the assistance, advice, and training related to those activities reasonably related to fire suppression and associated loss mitigation provided by the Regional Fire Chief and/ may involve the Regional Fire Chief assuming Incident Command at a Fire Call, as determined necessary in the Regional Fire Chief's sole discretion.

ARTICLE 2

2.1 Engagement

The Municipality hereby authorizes the Regional Fire Chief to provide the Municipality with the Services within the Service Area and the Municipality hereby grants the Regional Fire Chief permission to provide the Services to the Municipality within the Service Area.

2.2 Term of Agreement

This Agreement shall continue in full force and effect for a period of three (3) years from the 1st day of January, 2015, until the 31st day of December, 2017 (the "Term"). Notwithstanding the foregoing, the County has an option to renew this Agreement on the same terms and conditions, except the option to renew, for an additional term of three (3) years by providing written notice to the Municipality if its intention to renew at least 90 calendar days prior to the expiry of the initial Term.

2.3 Purpose of Agreement

The parties acknowledge and agree that the purpose of this Agreement is to allow the Municipality to benefit from the Regional Fire Chief's expertise and experience. The Municipality shall ensure that it has its own fire chief appointed at all times and the Municipality's fire chief shall be responsible for all aspects of supervising and operating the Municipality's fire protection services to the same standard as a prudent municipality would provide within the Service Area.

2.4 Availability of Regional Fire Chief

The parties acknowledge and agree that the Regional Fire Chief shall not be required to attend any Fire Call or provide Services at any specific times. The Regional Fire Chief may assist the Municipality by providing the Services when the Regional Fire Chief is available to do so, as determined in the Regional Fire Chief's sole discretion.

2.5 No Fees Payable

The parties acknowledge and agree that there shall be no fees or other compensation payable to the County for the Services. The benefit that both parties receive from the Regional Fire Chief providing the Services is the development of improved fire protection services by the Municipality, as the Municipality provides fire protection services to the County within the County's municipal boundaries.

ARTICLE 3

3.1 Covenants of the Municipality

The Municipality shall:

- (a) allow the Regional Fire Chief access to the Service Area to provide the Services at any time;
- (b) notify the Regional Fire Chief of all Fire Calls within the Service Area upon receipt of the Fire Call;
- (c) allow the Regional Fire Chief to assume Incident Command at the Fire Call as required, as determined in the Regional Fire Chief's sole discretion, or as requested by the municipality's fire department and cause all fire fighters and other staff of the Municipality to follow the advice and the direction of the Regional Fire Chief; and

- (d) cause its fire chief and fire fighters to cooperate with the Regional Fire Chief.

ARTICLE 4

4.1 Regional Fire Chief

The purpose of the Regional Fire Chief is to provide an individual with the requisite skill and training with the authority to make appropriate recommendations to improve training, communication, response, purchase, capital budgeting, public education and technical support to the Operator's fire department and administration. The Operator's fire chief has authority over the Operator's fire department, taking into consideration the recommendations of the Regional Fire Chief.

4.2 Reporting to Regional Fire Chief

The fire chief of the Operator shall report to the Regional Fire Chief on any matters relating to the Services, Fire Calls, Shared Equipment, training or other matters as requested from time to time by the Regional Fire Chief within thirty (30) calendar days of receipt of such request.

4.3 Authority of Regional Fire Chief

(a) Notwithstanding any other provision of this Agreement, the Operator acknowledges and agrees that the Regional Fire Chief shall have the authority to attend any Fire Call. The Regional Fire Chief may assume command of the Fire Call or as determined in the Regional Fire Chief's sole discretion, or as requested by the Operator's fire department. If the Regional Fire Chief assumes command of the Fire Call, the Operator's Fire Fighters shall follow the direction of the Regional Fire Chief.

(b) If the Regional Fire Chief assumes command at a Fire Call, the Regional Fire Chief will promptly provide a written report to the Operator setting out details regarding the Fire Call or as the case may be, and reasons why the Regional Fire Chief took command, as determined in the Regional Fire Chief's sole discretion.

ARTICLE 5

5.1 Covenants of the Regional Fire Chief

The Regional Fire Chief:

- (a) may attend any Fire Call within the Service Area to provide Services to the Municipality; and
- (b) may assume Incident Command at any Fire Call, as determined in the Regional Fire Chief's sole discretion; and
- (c) shall cooperate with the Municipality's fire chief.
- (d) will submit a written report to the municipality if the Regional Fire Chief assumes Incident Command without the request from the Municipality

ARTICLE 6

6.1 Termination upon Notice

Notwithstanding any other provisions contained herein to the contrary, either party may terminate this Agreement by providing ninety (90) calendar days written notice to the other party.

ARTICLE 7

7.1 Cure

In the event that one party fails to properly discharge all of its obligations pursuant to this Agreement (the "Defaulting Party"), the party not in default of its obligations (the "Non-Defaulting Party") may terminate this Agreement by delivering notice to that effect to the Defaulting Party. Such termination shall be subject to a thirty (30) day cure period during which the Defaulting Party will be given a reasonable opportunity to cure the default or to provide evidence reasonable satisfactory to the Non-Defaulting Party that all reasonable steps have been taken to cure the default. If the default continues or remains in existence upon the expiry of the cure period, the Non-Defaulting Party may terminate the Agreement in writing effective upon delivery of written notice to the Defaulting Party.

ARTICLE 8

8.1 Municipality's Insurance

Without in any way limiting the liability of the Municipality under this Agreement, the Municipality shall obtain and maintain in force during the Term:

- (a) commercial general liability insurance in the amount of not less than Five Million (\$5,000,000.00) Dollars inclusive per occurrence, against bodily injury, death and property damage, including loss of use thereof; and
- (b) auto liability insurance for all motor vehicles used by the Municipality hereunder with limits of not less than Five Million (\$5,000,000.00) Dollars for accidental injury or death to one or more persons, or damage to or destruction of property as a result of any one (1) accident or occurrence; and
- (c) property insurance for all vehicles used by the Municipality to perform the Services which is Shared Equipment at full replacement cost.

All insurance required to be maintained by the Municipality hereunder shall be on terms and conditions and with insurers reasonably acceptable to the County and shall provide that such insurer shall provide to the County thirty (30) days prior written notice of cancellation or alteration of such policies.

Each policy for general and comprehensive liability shall name the County as an additional insured except for coverage for the Municipality's own personal property and equipment.

The Municipality's comprehensive general liability policy shall contain a cross-liability clause.

From time to time throughout the Term, the Municipality shall furnish to the County certificates, or, if required by the County, certified copies of the policies (signed by the insurers) of insurance from time to time required hereunder and evidence reasonably acceptable to the County of their continuation in force.

If the Municipality fails to satisfy the requirements of Article 8, Flagstaff County may terminate the agreement.

8.2 County's Insurance

Without in any way limiting the liability of the County under this Agreement, the County shall obtain and maintain in force during the Term commercial general liability insurance in the amount of not less than Five Million (\$5,000,000.00) Dollars inclusive per occurrence, against bodily injury, death and property damage, including loss of use thereof.

ARTICLE 9

9.1 Indemnity

Each of the parties hereto shall be responsible for and indemnify and save harmless the other party, for any damages or losses (including legal fees on a solicitor and his own client full indemnity basis), injuries or loss of life, resulting from the acts or omissions of their respective employees, servants, agents or contractors which may occur in the performance, purported performance, or non-performance of their respective obligations under this Agreement; provided that, such indemnity shall be limited to an amount in proportion to the degree to which the indemnifying party, its employees, servants, agents or contractors are at fault or otherwise held responsible in law.

The indemnifications set forth above, hereof, will survive the expiration of the Term or the termination of this Agreement for whatever cause and any renewal or extension of the Term, as the case may be.

9.2 No Service Level Required

Notwithstanding Section 9.1, the parties acknowledge and agree that the County shall not be responsible or liable for the Regional Fire Chief's failure to respond to any Fire Call or failure to provide the Services. The County's obligations under this Agreement do not involve a promise to deliver Services at any specific time, in response to any Fire Calls, or to provide Services at any specific service level.

ARTICLE 10

10.1 Dispute Resolution

If any dispute arises between the parties with respect to any of the provisions of this Agreement that cannot be resolved by mutual agreement between the parties, such dispute may be referred to non-binding mediation upon the parties' mutual agreement of the mediator. The parties shall each pay half the costs of the mediation.

10.2 If the dispute cannot be resolved in accordance with mediation as set out in Section 10.1 or the parties fail to agree to the identity of a mediator within 30 days of one party giving notice to the other party that they would like to resolve the dispute through mediation, the dispute shall be determined by arbitration in accordance with the following terms and conditions:

- (a) the party desiring to refer a dispute to arbitration shall notify the other party in writing of the details of the nature and extent of the dispute;
- (b) within five (5) days of receipt of notice contemplated in Section 10.2(a), the parties shall agree upon a single arbitrator (the "Arbitrator") and in the event that the parties are unable to agree upon the Arbitrator, the matter shall be referred to the Court of Queen's Bench of Alberta for the appointment of the Arbitrator;
- (c) the decision of the Arbitrator shall be binding upon the parties hereto;

- (d) the cost of each arbitration shall be borne by the party against which the award is made by the Arbitrator, unless the Arbitrator decides otherwise;
- (e) the Arbitrator shall not alter, amend or otherwise change the terms and conditions of this Agreement;
- (f) except as modified herein, the provisions of the *Arbitration Act*, RSA 2000, c. A-43, as amended from time to time, shall apply to any arbitration conducted pursuant to this Agreement; and
- (g) notwithstanding any provision contained herein to the contrary, if any dispute which has been submitted to the Arbitrator has not been determined by the Arbitrator within forty-five (45) days of receipt of the notice to arbitrate, either party at any time thereafter, but prior to a determination being made by the Arbitrator shall have the right of recourse to the Court of Alberta having jurisdiction for the determination of the dispute and upon the commencement of any action for such purpose, the jurisdiction of the Arbitrator with respect of such dispute shall cease.

ARTICLE 11

11.1 Waiver

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

11.2 Unenforceability

If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

11.3 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no general or specific warranties, representations or other agreements by or among the parties in connection with the entering into of this Agreement or the subject matter hereof except as specifically set forth herein.

11.4 Amendments

This Agreement may be altered or amended in any of its provisions when any such changes are reduced to writing and signed by the parties hereto but not otherwise.

11.5 Further Assurances

The parties hereto and each of them do hereby covenant and agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

11.6 Notices

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

- (a) personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid; or
- (b) by telecopier, email, or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
 - (i) upon transmission with answer back confirmation, or email receipt confirmation, as the case may be, if received within the normal working hours of the business day; or
 - (ii) at the commencement of the next ensuing business day following transmission with answer back confirmation thereof; or
- (c) by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received seventy-two (72) hours after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.
- (d) Except as herein otherwise provided, Notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, or five (5) days after the same has been mailed in a prepaid envelope by single registered mail to:
 - (i) the County:

Flagstaff County
Box 358
Sedgewick, Alberta T0B 4C0

Phone: (780) 384-4100
Fax: (780) 384-3635
Email: county@flagstaff.ab.ca

Attention: Chief Administrative Officer
 - (ii) the Municipality:

Town of Sedgewick
Box 129
Sedgewick, Alberta T0B 4C0

Phone: (780) 384-3504
Fax: (780) 384-3545
Email: officemain@sedgewick.ca

Attention: Chief Administrative Officer

or to such other address as each party may from time to time direct in writing.

11.7 Headings

The headings in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision hereof.

11.8 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof and all covenants herein shall be construed to be joint and several when applicable to more than one party.

11.9 Assignment

This Agreement shall not be assignable by either party without the prior written consent of the other party which consent may be arbitrarily withheld.

11.10 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

11.11 Governing Law and Submission to Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the parties hereto hereby submit to the jurisdiction of the Courts in the Province of Alberta.

11.12 Survival

The parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the termination or expiry of the Term shall survive the termination or expiry of the Term and shall not be merged therein or therewith.

IN WITNESS WHEREOF the parties have set their seals and hands of their proper officers in that behalf on the day and year first above written.

FLAGSTAFF COUNTY

Per: _____

Per: _____

TOWN OF SEDGEWICK

Per: _____

Per: _____



Emergency Services Committee

Date : Tuesday, June 02, 2015

Location : Flagstaff County Administration Office

Minutes

ATTENDANCE

Present were:

Brent Hoyland	Assistant CAO	Flagstaff
James Brodie	Councillor	Flagstaff
Gary Matthiessen	Councillor	Flagstaff
Debra Smith	Councillor	Lougheed
Jim Matthews	Councillor	Flagstaff
Perry Robinson	Mayor	Sedgewick
Dayna Oberg	Councillor	Forestburg
Debra Moffatt	CAO	Forestburg
Kel Tetz	Councillor	Heisler
Ivan Lesmeister	Councillor	Hardisty
Dean Cassells	Councillor	Galahad
Darrell McNabb	Councillor	Daysland
Brian McGaffigan	Councillor	Strome
Leo Lefebvre	Councillor	Hardisty
Sandy Otto	CAO	Hardisty
Darcy Eskra	Councillor	Killam
Kim Cannady	RESC	Flagstaff
Lisa Streich	Recording Secretary	Flagstaff

Absent: Village of Alliance

CALL TO ORDER

Chair Eskra called the meeting to order at 7:35 p.m.

AGENDA

Resolution

The proposed agenda was accepted on motion of Clr. McNabb.

Carried

MINUTES

Resolution

Clr. Matthews moved to approve the minutes for the Emergency Services Committee of (2014/06/24) as presented.

Carried

RESC Activity Report

K.Cannady presented the RESC Report for June - December 2014. Discussion ensued regarding communication tower upgrades involving costs of approximately \$40,000, relocation and reasons for

requirements.

K.Cannady presented the RESC Report for January - March 2015.

Discussion ensued regarding concerns with a Facebook Page that the Town of Hardisty initiated and maintains titled Flagstaff County Alberta Regional Volunteer Fire Services. It was stated that a municipality name should not be used on a site that is not maintained by that municipality. Mayor Robinson asked if the name could be changed to exclude 'County'. CAO S. Otto indicated that anyone can post to the page. There was no resolution to the concern.

Discussion ensued regarding the training that K. Cannady received on Hoarding Fires. A request was made to all Fire Chiefs to provide a list of any homes in their respective municipalities that they have hoarding concerns and this list would be given to Strathcona Dispatch as a flag for those properties. It was confirmed that it is not a F.O.I.P. issue if only the addresses are used and no names are to be attached to the list.

K.Cannady brought attention to the issue of Alarms Ringing.

Clarification again on the difference of a false alarm and alarms ringing.

As stated in the revised Fire Services Agreement; "False Alarm" means a request for Services where the Operator responds and determines that the request was based on a deceptive or erroneous report of an emergency and determines that Services are not required."

ELECTION OF CHAIRPERSON

K. Cannady called for nominations for the office of Chairman for the 2015 term.

Clr. Eskra nominated Clr. Oberg. Clr. Oberg respectfully declined.

Clr. Oberg nominated Clr. Eskra. Clr. Eskra respectfully declined.

Clr. Oberg nominated Mayor Robinson.

Resolution

Clr. Oberg moved that nominations cease for Chairperson.

Carried

Mayor Robinson was declared Chairperson for the 2015 term and took the Chair.

ELECTION OF VICE-CHAIRPERSON

Mayor Robinson called for nominations for Vice-Chairperson.

Clr. Brodie nominated Clr. Smith.

Resolution

Clr. Eskra moved that nominations for Vice-Chairperson cease.

Carried

Clr. Smith was declared Vice-Chairperson for the 2015 term.

Fire Services and Regional Fire Chief Services Agreements

Mayor Robinson presented the following:

Fire Service Agreement - Co-operative Recommendation

On behalf of the Towns of Forestburg, Hardisty, (Daysland) and Sedgewick collectively our communities are NOT in favour of signing the revised Fire Services Agreement as presented by Flagstaff County.

We commit to providing fire services under the All Hazards Mutual Aid Agreement until such time that a co-operative contractual agreement can be prepared.

As a group we are of the opinion that a contractual agreement should be developed whereby supporting the interests of all parties involved and eventually working towards the development and implementation of a fire commission of some sort.

As contractors it is our responsibility to set the terms and conditions of providing services; the current agreement leaves concerns in response to liability issues in the agreements and the County's bylaw.

- The customer is in default of Section 5.1(b) of the terms and conditions of budgetary allocations.
- No set guidelines and/or expectations are in place in regards to a level of service for the Regional Fire Chief as discussed previously however the agreement clearly states that he/she has the authority to take scene command;
- 80% of the fire calls are in a rural area therefore we should be permitted to set the terms as we are the supply of the service;
- Some of the shared equipment is not versatile enough to address both urban and rural incidents;
- Lack of ability to charge contractual rates;
- Length of the agreement (2 years) is too short.

In addition, we have safety concerns regarding the County's Fire Bylaw. Section 5.2(f) states:

Require any adult who is not a member, to assist in:

- (i) Extinguishing a fire or preventing the spread thereof;
- (ii) Removing furniture, goods and merchandise from any building or structure on fire or in danger thereof and in guarding and securing same; and
- (iii) Demolishing a building or structure at or near the fire or other incident.

(I have a call in to the Alberta Fire Commission Office requesting that they review this section of the County Bylaw and to provide comment on their interpretation of it.)

In an effort to be more responsive to the needs of the region our group would like to initiate further discussion on a co-operative agreement with any municipality that is interested in partnering.

Discussion ensued regarding Mayor Robinson's statement.

CAO Moffat stated that the lawyer retained by the Town of Killam did not contact them for their concerns.

Mayor Robinson stated that the lawyer's response was very brief. The Town of Daysland, Town of Hardisty, Town of Sedgewick and Village of Forestburg will be retaining the lawyer that the Town of Killam used as well as possibly using Ken Kendall who conducted the review for the Emergency Services Committee in 2010.

Clr. Smith stated that this information should have been distributed to

the entire group in the agenda previous to the meeting so that all members had an opportunity to review and make comments. As well Clr. Smith would like a copy of Mayor Robinson's statement. It was clarified that the full statement will be included in the minutes.

Mayor Robinson clarified that the main concerns are with ambiguity and overlap in all of the agreements. At this time it was stated again that the four municipalities will not be signing the agreement and that they will be reviewing the agreement in more detail and bringing their findings back to the ESC.

Terms of Reference

Mayor Robinson read the Emergency Services Committee Terms of Reference which were approved as of February 1, 2011.

Mayor Robinson then presented the following:

Terms of Reference Review

Concerns raised by Forestburg, Hardisty and Sedgewick:

1. It was felt that the purpose of the terms of reference was clear and concise, however the reference to the committee being a liaison between participating municipalities and the Regional Emergency Services Coordinator gave the perception that the Coordinator is an authority figure over the partners.

Recommendation #1: Remove "The committee is the liaison between the participating municipalities and the Regional Services Coordinator."

2. In regards to membership and quorum, it was felt that as the structure of Flagstaff County and participating municipalities changes through dissolution, that the three votes held by Flagstaff County could become equivalent to all other participants for quorum purposes (if two municipalities dissolve, only 6 would be required for quorum).

Recommendation #2: That Membership be automatically revisited in the event that there is a structural change to the participating municipalities to ensure that no one municipality has the ability to control the committee.

3. It was felt that the agenda is being prepared by the Regional Emergency Services Coordinator and the meetings are being called at his request.

Recommendation #3: That the recording Secretary prepare the agenda in consultation with the Chair and that a regularly scheduled meeting can only be canceled by the Chair.

Discussion ensued.

It was agreed that this information needed to be included in the agenda package so that the entire committee could review and comment.

All of the information regarding the Fire Agreement and the Terms of Reference will be included in the next meeting.

NEXT MEETING DATE

The next meeting will be held at the Call of the Chair.

ADJOURNMENT

Resolution

Mayor Robinson adjourned the meeting at 9:07 p.m.

.....
Chairman

.....
Recording Secretary

Request for Decision (RFD)

Topic: Beaver County – Mutual Aid Fire Agreement
Initiated by: Beaver Emergency Services Commission (BESC)
Prepared by: Amanda Davis/BESC
Attachments: 1. Mutual Aid Fire Agreement - Proposed

Recommendations:

1. That the Town of Sedgewick defer signatures on the proposed Mutual Aid Agreement with recommendations to BESC requesting additional clauses be included that state:
 - a. Review process – informal review annually and formal review every five years to ensure all parties are current and knowledgeable of the terms and conditions;
 - b. Timeline process – that the agreement be in effect for twenty years in support of the review process;
 - c. Request the inclusion of the Town's Fees and Charges Bylaw in accordance to equipment and labor costs.

OR

2. That the Town of Sedgewick decline (or defer) the draft Mutual Aid Fire Agreement until the Flagstaff Region has settled on agreements for emergency services and further see if there is an opportunity for the Flagstaff Region to join the BESC.

Or

3. That the Town of Sedgewick approved the draft Mutual Aid Fire Agreement as presented.
-

Background:

The Town of Sedgewick provides mutual aid services to the surrounding regions beyond Flagstaff County's borders however there is no formal agreement in place.

BESC has prepared a draft Mutual Fire Agreement for the Town review and anticipated approval.

Current:

There are a few items that have not been addressed within the proposed agreement:

1. There is no "review" process which means there is no requirement for a formal review. It is valuable to have a review process within such agreements to ensure all parties understand the terms and conditions year after year.
 - a. Recommendation – that a clause be included that requires that the agreement be informally reviewed annually and further that a formal review of the agreement take place every five (5) years.
2. There is no "timeline" which means the agreement is open ended. With that, it is even more important to have the above noted formal review process. Council should discuss the notion of including a timeline, perhaps a twenty years.
3. Clause 13 of the agreement states:

"Where a call is received or confirmed by the Requesting Party's Authorized Representative and the Supplying Party provided Assistance, the Requesting Party shall compensate the Supplying Party for all applicable labor and equipment as follows:

- (a) The greater of four-hundred (\$400.00) or the rates in accordance with the provincial policy TCE-DC-501 for each hour or fraction thereof for each firefighting vehicle dispatched by the Supplying Party to include three (3) firefighters per unit"

Considerations:

- Every agreement that the Town of Sedgewick is a part of regarding emergency services has a different rate schedule.
 - Fire Services Agreement with Flagstaff County – we can only charge \$200 per pumper unit and \$20 per hour for labour;
 - All Hazards Mutual Aid Agreement – we charge rates in accordance with our Fees and Charges Bylaw #519 – \$650 per hour for the first hour for each pumper unit and \$300 for every subsequent hour and \$35 per hour for labour;
 - Local fire services – we charge rates in accordance with our Fees and Charges Bylaw #519 – \$650 per hour for the first hour for each pumper unit and \$300 for every subsequent hour and \$20 per hour for labour.

It is advisable to have consistent rates as the same service is being provided whether we are within the Town of Sedgewick or other. The proposed agreement is no exception.

I've spoken with Karyn Simmons the Administrative personnel for BESC and discussed the above noted items. From her perspective she suggests that we recommend the inclusion of such items. We further discussed the status of our regional Fire Agreement review process and how this agreement could easily tie into future revisions. Both parties being the BESC and Town of Sedgewick will continue to provide services with or without the signing of this agreement however it is important to consider the potential risks involved.

Besides the three items above the agreement is very clear and straightforward. The agreement was sent to Jubilee Insurance's Risk Management team for review and comment. There are no concerns with the agreement and the Town's insurance is satisfied with the contents.

Pause for thought:

- If there an opportunity for the Flagstaff Region to join the BESC if there is a willingness to start our own fire commission. Considering each municipal jurisdiction is mandated to provide fire services building a stronger commission could prove to be quite beneficial. There may be opportunities for cost savings and the acquisition of more highly trained persons not to mention an opportunity to provide enhanced services to the populace.

MUTUAL AID FIRE AGREEMENT

THIS AGREEMENT made this _____ day of _____ A.D. 2014

BETWEEN:

BEAVER EMERGENCY SERVICES COMMISSION
(hereinafter called "BESC")

OF THE FIRST PART

- AND -

TOWN OF SEDGEWICK
(hereinafter called "Sedgewick")

OF THE SECOND PART

WHEREAS Sedgewick and BESC are neighboring jurisdictions that border each other;

AND WHEREAS BESC provides fire and emergency management services for the Towns of Tofield, Viking, Villages of Ryley, Holden and Beaver County under the authority of Order in Council 137/ 2010.

AND WHEREAS Sedgewick and BESC provide fire protection services within their respective boundaries;

AND WHEREAS it is desirable that at various times the Fire Department of one party assist the Fire Department of the other party;

AND WHEREAS the parties wish to enter into an Agreement to formalize their rights and obligations for the supply of such fire protection services;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises, covenants and agreements herein contained the parties covenant and agree as follows:

1. In this Agreement, the following words and expressions have the meanings herein set forth:
 - (a) "Assistance" means the provision of fire protection services available to the Requesting Party from the Supplying Party. Assistance may relate to situations in which the Requesting Party is in attendance, or situations in which the Requesting Party is unable to respond.
 - (b) "Authorized Representative" of the Requesting Party and the Supplying Party means anyone of:

Sedgewick Chief Administrative Officer, Sedgewick Assistant Chief Administrative Officer, Sedgewick Councilors, Sedgewick Fire Chief(s) or Designate(s), BESC Regional Fire Chief or designate.

- (c) "Claims" means any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, general damages, special damages interest, costs, fees (including legal fees on a solicitor-and-his-own-client basis), claims and demands of every nature and kind at law or in equity or under any statute which any party has, had or shall have directly or indirectly;
- (d) "Equipment" means firefighting vehicles, equipment and apparatus which are in the possession of the Supplying Party; and
- (e) "Force Majeure" means any cause not within the reasonable control of the Supplying Party including, without limitation, the inability to assemble such volunteer personnel to adequately respond to a call for assistance, interruption of telecommunications, gas, electric or other utility service, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, acts of terrorism, blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, lightening, storms, floods, high water, washouts, inclement weather, orders or acts of military authorities, civil disturbances and explosions.
- (f) "Sedgewick" means the Sedgewick Fire Department.
- (g) "Requesting Party" means either party to this Agreement who requests assistance from the other party.
- (h) "Supplying Party" means either party to this Agreement who supplies assistance to the other party.
- (i) "BESC" means the Beaver Emergency Services Commission established by Order in Council 137/ 2010 to provide fire and emergency management services to partner municipalities, Towns of Tofield, Viking, Villages of Ryley, Holden and Beaver County, Station 1 (Tofield), Station 2 (Ryley), Station 3 (Holden), Station 4 (Bruce), Station 5 (Viking) and Station 6 (Kinsella).

2. This Agreement shall remain in full force from the effective date until amended or terminated by either party, providing that the party wishing to amend or terminate this agreement shall give to the other party thirty (30) days notice in writing of its intention to amend or terminate.
3. From the effective date of this Agreement the Requesting Party may request the Supplying Party to provide Assistance to the Requesting Party.
4. Each party shall be responsible for receiving fire calls from the public within that party's respective boundaries.

5. All requests for Assistance shall be directed to an Authorized Representative of the Supplying Party and this Authorized Representative shall confirm the request with the Requesting Party's Fire Chief or designate before providing Assistance. In the event that the Requesting Party's Fire Chief or his designate cannot be contacted, the Supplying Party may provide assistance in the absence of confirmation from the Requesting Party's Fire Chief or designate. The Supplying Party shall continue its attempts to contact the Requesting Party until confirmation is made. The Supplying Party's Fire Chief or his designate shall ensure that the name and time of the contact with the Requesting Party is recorded.
6. In its sole discretion, the Supplying Party shall have the right to refuse to provide Assistance to the Requesting Party if the Supplying Party's firefighters or equipment are not available due to providing fire protection services at another location. The Requesting Party shall have no claim for damages or compensation against a Supplying Party arising out of the refusal of the Supplying Party to render Assistance.
7. In its sole discretion acting reasonably, the Supplying Party may, after commencement of providing Assistance, withdraw Assistance where it is necessary or desirable that the Supplying Party's firefighters or Equipment provide firefighting services at another location and the Requesting Party shall have no claim for damages, compensation or indemnity arising out of the reasonable withdrawal of Assistance.
8. The Assistance to be provided by the Supplying Party to the Requesting Party shall be the same level of service with which the Supplying Party would respond to similar circumstances within its own boundaries.
9. When providing Assistance, the Supplying Party's firefighters shall remain under the immediate control and direction of the Supplying Party's Fire Chief or his designate. Commands and requests of the Requesting Party's Fire Chief or his designate shall be communicated to the Supplying Party's Fire Chief or his designate.
10. The Supplying Party shall not be liable to the Requesting Party for any failure of or delay in the performance of its obligations hereunder nor be deemed to be in breach of this Agreement, if such failure or delay has arisen from Force Majeure.

Where the Supplying Party is prevented from carrying out its obligations hereunder due to Force Majeure, the Supplying Party shall, as soon as possible, give notice of the occurrence of such Force Majeure to the Requesting Party and the Supplying Party shall thereupon be excused from the performance of such obligations for the period of time directly attributable to the effect of the Force Majeure.

11. The Requesting Party does hereby remise, release and forever discharge the Supplying Party, its officials, employees, servants, volunteers, agents, successors and assigns of and from all Claims which the Requesting Party may have against the Supplying Party arising out of the provision of Assistance excepting where such Claims result from the negligence or willful misconduct of the Supplying Party, its officials, employees, volunteers, servants, successors or assigns.

12. The Requesting Party shall indemnify and save harmless the Supplying Party from any and all Claims brought by any party which is not a party to this Agreement arising out of or in any way related to the proper discharge of the obligations of the Supplying Party excepting where such Claims result from the negligence or willful misconduct of the Supplying Party, its officials, employees, servants, volunteers, successors or assigns.
13. Where a call is received or confirmed by the Requesting Party's Authorized Representative and the Supplying Party provides Assistance, the Requesting Party shall compensate the Supplying Party for all applicable labour and equipment as follows:
 - (a) the greater of four-hundred (\$400.00) or the rates in accordance to provincial policy TCE-DC-501 for each hour or fraction thereof for each firefighting vehicle dispatched by the Supplying Party to include three (3) firefighters per unit;
 - (b) all other reasonable, mutually agreed upon costs incurred by the Supplying Party, including but not limited to, specialized fire fighting material, and repair or replacement to the Supplying Party's Equipment, excluding repair or damage incurred as a result of ordinary wear and tear or incurred as a result of the Supplying Party's negligence or willful misconduct of the Supplying Party, its officials, employees, servants, volunteers, successors or assigns.

For the purposes of this Agreement, the first hour shall be deemed to commence upon the Supplying Party's Authorized Representative directing that the Supplying Party's firefighters and equipment respond to the request for Assistance, and the time, to a minimum of one hour shall continue until such time as the Equipment has returned to the fire station it departed from and has been fully serviced, cleaned and maintained in the normal standard of the Supplying Party. However, the Requesting Party shall not be liable for any charges of time where the Equipment of the Supplying Party was incapacitated due to any mechanical breakdown.

All such charges are due and payable by the Requesting Party thirty (30) days from the Requesting Party's receipt of the invoice for such charges.

14. Each party shall, during the currency of this Agreement:
 - (a) maintain all requisite Federal, Provincial and Municipal licenses, permits and approvals for all services contemplated pursuant to this Agreement;
 - (b) maintain in good working order, at least one fire truck;
 - (c) maintain coverage for its firefighters pursuant to the *Worker's Compensation Act*;
 - (d) provide the other party with a list of its Authorized Representatives, their applicable telephone numbers, and any changes to the list and telephone numbers from time to time; and
 - (e) maintain comprehensive general liability insurance including coverage relating to the provision of fire protection services, of not less than two million (\$2,000,000.00) dollars per occurrence.

(f) If requested, within 15 days of receiving a written request of a Party to this agreement, the Party receiving the request shall provide written proof satisfactory to the requesting party that any or all of the above requirements are in place.

15. If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

16. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supercedes all prior and contemporaneous agreements, understanding, negotiations and discussions, whether oral or written, between the parties and there are no general or specific warranties, representations or other agreements by or between the parties in connection with the entering into of this Agreement or the subject matter hereof except as specifically set forth herein.

17. This Agreement shall not be assignable by any party hereto to any other person, firm or corporation without the prior written consent of all the parties hereto.

IN WITNESS WHEREOF the parties hereto have set their seals and hand of their proper officials in that behalf on the day herein first above written.

BEAVER EMERGENCY SERVICES COMMISSION

Per: _____

Chairman of the Board

Per: _____

CAO of BESC

TOWN OF SEDGEWICK

Per: _____

CAO

Per: _____

MAYOR

Request for Decision (RFD)

Topic: Tripartite Rescue Services Agreement
Initiated by: Expiry of existing contracts – Flagstaff County and Town Council
Prepared by: Flagstaff County/Amanda Davis
Attachments: 1. Letter from the Town of Sedgewick dated April 17th
2. Letter from Flagstaff County dated May 22nd
3. Rescue Service Agreement

Recommendations:

1. That Sedgewick Town Council authorize signatures to the Tripartite Rescue Services Agreement as presented.

OR

2. That Sedgewick Town Council decline signatures to the Tripartite Rescue Services Agreement until further discussion is held with the Regional Emergency Services Committee should the County's response not satisfy the concerns of Town Council.
-

Background:

At the April 17th, 2015 regular Council meeting Town Council declined signing the attached agreement as per the letter enclosed.

Please see attached Flagstaff County's response to our inquiries.

Should council be satisfied with the response from the County a MOTION is required authorizing signatures.



4818 - 47 Street
P.O. Box 129
Sedgewick, AB T0B 4C0
Phone: (780) 384-3504
Fax: (780) 384-3545
Website: www.sedgewick.ca



April 17th, 2015

Flagstaff County
Box 358
Sedgewick, AB T0B 4C0

RE: Rescue Services Agreement

Dear Mr. Cannady,

On behalf of the Town of Sedgewick we are writing in regards to the Tripartite Rescue Service Agreement due for renewal.

After review of the Tripartite Rescue Services Agreement during our April 16th, 2015 regular council meeting it was found that there is a necessity for additional clauses:

1. Annual requisition process - there is no clause to define when and how Flagstaff County will requisition the Towns and Villages.
2. Rate Schedule - there is no Rate Schedule attached.

Council made a motion, "....that the Town of Sedgewick approve the Tripartite Rescue Services Agreement pending the addition of clauses that define:

1. Annual Requisition Process;
2. Rate Schedule and/or process for payment or donation of services."

We are requesting that Flagstaff County make the aforementioned amendments to the Tripartite Rescue Services Agreement prior to signing the agreement. Should you require clarification please contact the undersigned at 780-384-3504 or via email at cao@sedgewick.ca.

Sincerely,

Amanda Davis
CAO

/ms

cc. Town of Killam, Perry Robinson, RESC Rep



RECEIVED
MAY 26 2015

May 22, 2015

Town of Sedgewick
Box 129
Sedgewick, AB T0B 4C0

Dear Amanda:

Re: Rescue Services Agreement

At the May 20, 2015 Flagstaff County Council meeting, Council reviewed your letter of request regarding the proposed amendments to the Tripartite Rescue Agreement.

Your request for the additional clause to define when and how Flagstaff County will requisition the Towns and Villages is clearly addressed within Schedule "B", Service Fees. Flagstaff County will endeavor to meet the timelines established within the agreement, and to help alleviate any concerns about future financial implications to the partnering municipalities, a draft budget for Rescue Services costs can be presented to the Regional Emergency Services Committee in October, which will help with your annual budget preparations.

You have also requested that a Rate Schedule be attached to the agreement. Flagstaff County does not charge partnering municipalities for response calls that occur within their boundaries. When possible, all charges are applied to the owner of the vehicle(s) that are involved in a motor vehicle collision. We are more than happy to provide all partnering municipalities with the rates that are charged out for this service which could also be provided to the Regional Emergency Services Committee.

At this time, Flagstaff County does not want to amend The Tripartite Rescue Services Agreement. Several Municipalities have already signed and returned the agreement; further amendments will not only delay the process but duplicate administrative and legislative efforts.

We trust that our commitment within this correspondence will address your concerns within this agreement.

If you have any questions, please contact the office.

Yours truly,



Shelly Armstrong, CLGM
Chief Administrative Officer

/kk

THIS AGREEMENT made this _____ day of _____, 2015

BETWEEN:

TOWN OF SEDGEWICK
(the "Customer")

AND:

FLAGSTAFF COUNTY
(the "Administrator")

AND:

TOWN OF KILLAM
(the "Operator")

WHEREAS the Operator provides rescue services to a number of municipalities within Flagstaff County;

AND WHEREAS Customer is desirous to have the Operator provide such rescue services as are possible within the boundaries of the Customer;

AND WHEREAS the Administrator is providing certain rescue equipment, training and administrative services to the Operator in order for the Operator to perform rescue services;

AND WHEREAS the Operator is willing to provide the Customer with such rescue services in such area under the terms and conditions contained herein;

NOW THEREFORE IN CONSIDERATION of the mutual covenants, terms and conditions contained herein, the parties hereto agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 Definitions

In this Agreement the following words and expressions shall have the meanings herein set forth unless inconsistent with the subject matter or context:

- (a) "Disaster Call" means each occasion on which the Operator responds to a request within the Service Area as may be requested from time to time, to provide a disaster response to both man-made and natural disasters which includes fulfillment of the basic humanitarian needs of the affected population;
- (b) "Emergency Services" means those activities reasonably related to:
 - (i) search and rescue services to search for and provide aid to people who are in distress or imminent danger, to the same standard of service that a reasonably prudent provider of search and rescue services would so provide in similar circumstances as the Operator;
 - (ii) disaster response to both man-made and natural disasters which includes fulfillment of the basic humanitarian needs of the affected population residing within the boundaries of the Customer to the same standard of service that a reasonably prudent provider of disaster response would so provide in similar circumstances as the Operator;

- (c) **"Incident Report"** means a written report setting out the particulars of response to a request for assistance made within the Service Area;
- (d) **"RCMP"** means the Royal Canadian Mounted Police;
- (e) **"Search and Rescue Call"** means each occasion on which the Operator responds to a request within the Service Area as may be requested from time to time, to provide:
 - (i) search services to locate persons who are in distress or imminent danger; and/or
 - (ii) rescue services to retrieve persons who are in distress or imminent danger, provide for their initial medical or other needs and deliver them to a place of safety;
- (f) **"Service Area"** means the entire boundaries of the Customer; and
- (g) **"Service Fees"** means those fees paid by the Customer to the Administrator, as more particularly set forth in Schedule "B" attached hereto.

ARTICLE 2 - NATURE OF SERVICES

2.1 Engagement

The Customer hereby engages the Operator to provide the Customer with the Emergency Services and the Operator hereby agrees to provide the Customer with the Emergency Services.

2.2 Term of Agreement

- (a) This Agreement shall continue in full force and effect for a period of Three (3) years from the 1st day of January, 2015, until the 31st day of December, 2017 (the **"Term"**).
- (b) Upon the expiry of the Term, the Agreement shall be automatically renewed for such additional terms as the same period of time as the initial Term, unless either Party provides notice in writing to the first Party no less than twelve (12) months prior to the expiry of the Term or automatically renewed term, of its non-renewal of the Agreement.

2.3 Fees

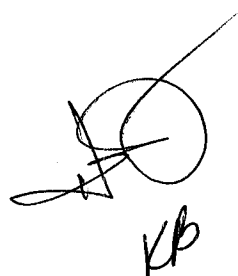
All fees and amounts incurred by the Operator will be paid by the Customer to the Administrator in accordance with the Service Fees.

ARTICLE 3 - COVENANTS OF THE PARTIES

3.1 General Covenants of the Operator

The Operator will generally provide the Emergency Services within the Service Area on a year round, 24 hours per day, seven (7) days per week basis, which without limiting the generality of the foregoing, will include:

- (a) provide a 911 call answering and dispatch system either through direct delivery or a contractual arrangement or such other acceptable manner of collecting information that may require a response from the Operator and the deploying of resources to an incident;
- (b) respond to all Search and Rescue Calls as set forth herein;
- (c) respond to all Disaster Calls as set forth herein;
- (d) maintain adequate levels of skilled personnel to provide the Emergency Services;

Handwritten signature and initials, possibly 'KB', in the bottom right corner of the page.

- (e) comply with Section 13 of the *Occupational Health and Safety Regulation* A.R. 62/2003;
- (f) maintain coverage under the *Workers' Compensation Act* for all employees who provide the Emergency Services in accordance with that Act;
- (g) submit to the Customer copies of all Incident Reports within fourteen (14) days of the incident that is the subject of such Incident Report;
- (h) do all things necessary to aid the Customer in obtaining and maintaining, in good standing all necessary insurance policies, licenses, permits and other authorizations in order to permit it to carry out its obligations pursuant to this Agreement;
- (i) perform all administrative, accounting and record-keeping functions relating to the proper discharge of its obligations pursuant to this Agreement;
- (j) at all times comply with all statutes, regulations and by-laws applicable to the operations of the Operator and affecting its employees engaged in carrying out its obligations pursuant to this Agreement;
- (k) provide the Emergency Services in accordance with any municipal bylaws of the Customer that may be in force from time to time.

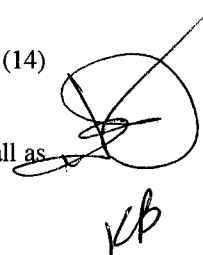
3.2 **General Covenants of the Administrator**

- (a) obtain and maintain in good standing all necessary insurance policies, licenses, permits and other authorizations in order to permit the Operator to carry out its obligations pursuant to this Agreement;
- (b) perform all administrative, accounting and record-keeping functions relating to the proper discharge of its obligations pursuant to this Agreement;

3.3 **Specific Covenants of the Operator Respecting Search and Rescue Calls**

Without limiting the generality of anything contained in this Agreement, as a component of the Operator generally providing the Emergency Services within the Service Area on a year round, 24 hours per day, seven (7) days per week, the Operator shall provide the following specific services with respect to Search and Rescue Calls:

- (a) provide such assistance on Search and Rescue Calls that a reasonably prudent operator that normally responds to search and rescue calls similar to the Search and Rescue Calls, would so provide in similar circumstances;
- (b) assist other operators with Search and Rescue Calls by providing the Emergency Services as may be requested from time to time by other operators that either the Customer or the Operator has entered into mutual aid agreements with;
- (c) maintain adequate levels of skilled personnel to respond to Search and Rescue Calls;
- (d) assure that each piece of equipment necessary for responding to a Search and Rescue Call within the Service Area is properly equipped and staffed with the appropriate number of people reasonably necessary to respond to a Search and Rescue Call;
- (e) submit to the Administrator and the Customer copies of all Incident Reports within fourteen (14) days of the incident that is the subject of such Incident Report;
- (f) at all times respond to and attend at the location which is the subject of a Search and Rescue Call as soon as reasonably possible giving proper consideration to applicable conditions; and

A handwritten signature, possibly "K.B.", is written in the bottom right corner of the page. It consists of a large, stylized capital letter 'K' followed by a smaller capital letter 'B'.

- (g) respond to any Search and Rescue Call in accordance with any municipal bylaws of the Customer that may be in force from time to time.

3.4 **Specific Covenants of the Operator Respecting Disaster Calls**

Without limiting the generality of anything contained in this Agreement, as a component of the Operator generally providing the Emergency Services within the Service Area on a year round, 24 hours per day, seven (7) days per week, the Operator shall provide the following specific services with respect to Disaster Calls:

- (a) provide monitoring of and response to Disaster Calls to the same standard that a reasonably prudent operator that normally responds to Disaster Calls would so provide in similar circumstances;
- (b) assist other operators with Disaster Calls by providing the Emergency Services as may be requested from time to time by other operators that either the Customer or the Operator has entered into mutual aid agreements with;
- (c) assist other operators with Disaster Calls by providing Disaster Services as may be requested from time to time, which includes fulfillment of the basic humanitarian needs of the affected population;
- (d) respond to any Disaster Call by the Customer, the RCMP or any person situated within the Service Area as soon as possible and notify the Customer that it is responding by calling the Customer telephone number that is provided by the Customer to the Operator as soon as practicable;
- (e) maintain adequate levels of skilled personnel to respond to Disaster Calls;
- (f) assure that each piece of equipment necessary for responding to a Disaster Call within the Service Area is properly equipped and staffed with the appropriate number of people reasonably necessary to respond to a Disaster Call;
- (g) submit to the Administrator and the Customer copies of all Incident Reports within fourteen (14) days of the incident that is the subject of such Incident Report;
- (h) at all times monitor and be prepared to respond to a Disaster Call as soon as reasonably possible giving proper consideration to applicable conditions; and
- (i) respond to any Disaster Call in accordance with any municipal bylaws of the Customer that may be in force from time to time.

ARTICLE 4 - CONFLICTING EMERGENCY REQUIREMENTS

4.1 **Conflicting Emergency Requirements**

If, at the time of a call for provision of Emergency Services, the Operator is occupied with a conflicting emergency incident:

- (a) the Customer shall make reasonable efforts to call on the assistance of the next available operator, if available;
- (b) the parties acknowledge and agree that the Operator will use the following criteria to prioritize and respond to requests for the provision of Emergency Services;
 - (i) calls for Emergency Services where human life is in danger;
 - (ii) calls for Emergency Services where significant risk for damage to the environment may occur; and

- (iii) calls for Emergency Services where significant risk for substantial property damage may occur;
- (c) the Operator agrees that it will respond to the lower priority incident as soon as its resources are no longer required at the conflicting emergency incident.

ARTICLE 5 - INSURANCE

5.1 Insurance

- (a) Without in any way limiting the liability of the Operator under this Agreement, the Operator shall obtain and maintain in force during the Term commercial general liability insurance in the amount of not less than Five Million (\$5,000,000.00) Dollars inclusive per occurrence, against bodily injury, death and property damage, including loss of use thereof
- (b) The Administrator shall obtain and maintain in force during the Term:
 - (i) auto liability insurance for all motor vehicles used by the Operator hereunder with limits of not less than Five Million (\$5,000,000.00) Dollars for accidental injury or death to one or more persons, or damage to or destruction of property as a result of any one (1) accident or occurrence; and
 - (ii) property insurance for all vehicles used by the Operator to perform the Emergency Services at full replacement cost.
- (c) All insurance required to be maintained by the Operator hereunder shall be on terms and conditions and with insurers reasonably acceptable to the Customer and shall provide that such insurer shall provide to the Customer thirty (30) days prior written notice of cancellation or alteration of such policies.
- (d) Each policy for general and comprehensive liability shall name the Customer as an additional insured except for coverage for the Operator's own personal property and equipment.
- (e) The Operator's comprehensive general liability policy shall contain a cross-liability clause.
- (f) From time to time throughout the Term, the parties shall furnish certificates to the other, or, if required by a party, certified copies of the policies (signed by the insurers) of insurance from time to time required hereunder and evidence reasonably acceptable to the requesting party of their continuation in force.

5.2 Review of Insurance Policies

- (a) The Parties agree and acknowledge that:
 - (i) the Operator should have insurance policies that a reasonably prudent operator that provides emergency services that are similar to the Emergency Services should obtain in circumstances similar to the Operator; and
 - (ii) if the Operator's insurance policies are less than what a reasonably prudent operator that provides emergency services that are similar to the Emergency Services should obtain, the Operator shall obtain such additional policies or increase the limits of its existing policies to such amounts that a reasonably prudent operator that provides emergency services that are similar to the Emergency Services should obtain in circumstances similar to the Operator.
- (b) On the third anniversary of execution of this Agreement and every three years thereafter, if the Term of this Agreement is extended, the Operator, the Administrator and the Customer shall meet and review the insurance policies of the Operator and Administrator. If the parties, acting reasonably

determine that the policies that the Operator or the Administrator has obtained are insufficient, the Operator or the Administrator, as the case may be, shall obtain such additional policies or increase the limits of its existing policies to such amounts that a reasonably prudent operator or administrator that provides emergency services that are similar to the Emergency Services should obtain in circumstances similar to the Operator or Administrator.

ARTICLE 6 - INDEMNITY

6.1 Indemnity

- (a) Each of the parties hereto shall be responsible for and indemnify and save harmless the other party, for any damages or losses (including legal fees on a solicitor and his own client full indemnity basis), injuries or loss of life, resulting from the acts or omissions of their respective employees, servants, agents or contractors which may occur in the performance, purported performance, or non-performance of their respective obligations under this Agreement; provided that, such indemnity shall be limited to an amount in proportion to the degree to which the indemnifying party, its employees, servants, agents or contractors are at fault or otherwise held responsible in law.
- (b) The indemnifications set forth above, hereof, will survive the expiration of the Term or the termination of this Agreement for whatever cause and any renewal or extension of the Term, as the case may be.

ARTICLE 7 - DISPUTE RESOLUTION

7.1 Dispute Resolution

- (a) If any dispute arises between the parties hereto regarding the interpretation, application or operation of this Agreement or any part of it shall be determined in accordance with the provisions of the dispute resolution procedure attached hereto as Schedule "A" before any party may take any other action or step or pursue any available remedy in relation to the dispute regardless of whether such action, steps or remedy involves the courts, or any other tribunal or entity, provided however that any party may file a complaint or other document required to be filed with the courts, any board, tribunal or entity and take any other action or step prior to submitting any dispute to the dispute resolution process if such filing, action or step is necessary to preserve its right to pursue the dispute in the event that the dispute resolution process is unsuccessful in resolving the dispute.
- (b) Notwithstanding that the Dispute Resolution Procedure is involved, the Parties shall continue to perform their obligations described in this Agreement until such time as the Dispute Resolution Procedure is complete.

ARTICLE 8 - FORCE MAJEURE

8.1 Force Majeure

- (a) The Operator shall not be liable to the Customer for any failure of or delay in the performance of its obligations hereunder nor be deemed to be in breach of this Agreement, if such failure or delay has arisen from "Force Majeure". For the purposes of this Agreement, "Force Majeure" means any cause not within the control of the Operator including, without limitation, interruption of telecommunications, gas, electric or other utility service, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, lightning, storms, floods, high water, washouts, inclement weather, orders or acts of military authorities, civil disturbances and explosions.
- (b) Where the Operator is prevented from carrying out its obligations hereunder due to Force Majeure, the Operator shall, as soon as possible, give notice of the occurrence of such Force Majeure to the Customer and the Operator shall thereupon be excused from the performance of such obligations for the period of time directly attributable to the effect of the Force Majeure.

ARTICLE 9 - DISCREPANCIES

9.1 Discrepancy between this Agreement and Bylaws

In the event that the Customer has enacted any bylaw pertaining to Emergency Services or any portion thereof, which may include Disaster Calls or Search and Rescue Calls, in the event of discrepancy between this Agreement and the municipal bylaw(s), the terms of the municipal enactment shall supersede this Agreement.

ARTICLE 10 - GENERAL

10.1 Notices

- (a) Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing.
- (b) Any Notice required or permitted hereunder shall be sent to the intended recipient at its address as follows:

- (i) if to the Administrator:

Flagstaff County
PO Box 358
Sedgwick, Alberta T0B 4C0
Attention: Chief Administrative Officer
Fax: (780) 384-3635
E-mail: county@flagstaff.ab.ca

- (ii) if to the Operator:

Town of Killam
PO Box 189
Killam, Alberta T0B 2L0
Attention: Chief Administrative Officer
Fax: (780) 385-2120
E-mail: cao@town.killam.ab.ca

- (iii) if to the Customer:

Town of Sedgwick
PO Box 129
Sedgwick, Alberta T0B 4C0
Attention: Chief Administrative Officer
Fax: (780) 384-3545
E-mail: ~~sedgwick@personn.ca~~ cao@sedgewick.ca

or to such other address as each party may from time to time direct in writing.

- (c) Notice shall be served by one of the following means:

- (i) by delivering it to the party on whom it is to be served. Notice delivered in this manner shall be deemed received when actually delivered to such party;
- (ii) if delivered to a corporate party, by delivering it to the address specified in (a) during normal business hours. Notice delivered in this manner shall be deemed received when actually delivered;

- (iii) by fax or email to the party on whom it is to be served. Notice delivered in this manner shall be deemed received on the earlier of:
 - (A) if transmitted before 3:00 p.m. on a Business Day, on that Business Day; or
 - (B) if transmitted after 3:00 p.m. on a Business Day, on the next Business Day after the date of transmission; or
- (iv) by mailing via first class registered post, postage prepaid, to the party to whom it is served. Notice so served shall be deemed to be received five (5) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

10.2 **Governing Law**

This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

10.3 **Time of Essence**

Time shall be of the essence of this Agreement.

10.4 **Preamble and Schedules**

The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that same and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement:

Schedule "A"	-	Dispute Resolution Procedure
Schedule "B"	-	Service Fees
Schedule "C"	-	Rescue Unit
Schedule "D"	-	Operator Training

10.5 **Headings**

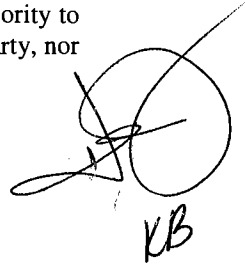
The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

10.6 **Relationship between Parties**

Nothing contained herein shall be deemed or construed by the parties nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties, it being understood and agreed that none of the provisions contained herein nor any act of the parties shall be deemed to create any relationship between the parties other than an independent service agreement between the two parties at arm's length.

10.7 **No Authority**

Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.



10.8 **Further Assurances**

Each of the parties do hereby agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

10.9 **Amendments**

This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

10.10 **Waiver**

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

10.11 **Counterparts**

This Agreement may be executed and delivered in any number of counterparts, by facsimile copy, by electronic or digital signature or by other written acknowledgement of consent and agreement to be legally bound by its terms. Each counterpart when executed and delivered will be considered an original but all counterparts taken together constitute one and the same instrument.

10.12 **Statutory Reference**

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

10.13 **Unenforceability**

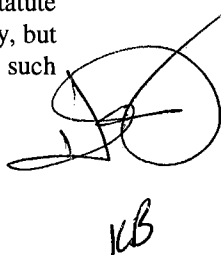
If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

10.14 **Survival**

The parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the termination or expiry of the Term shall survive the termination or expiry of the Term and shall not be merged therein or therewith.

10.15 **Remedies Generally**

Mention in this Agreement of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative.

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10.16 Payment of Monies

The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds and that any tender of monies or documents hereunder may be made upon the solicitors acting for the party upon whom the tender is desired and it shall be sufficient that a negotiable bank draft or solicitor's trust cheque is tendered instead of cash.

10.17 GST Exclusive

All amounts payable by any party hereunder will be exclusive of any goods and services tax ("GST") payable thereon and in addition the amounts payable hereunder, pay to the other party all amounts of GST applicable thereon.

10.18 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.

10.19 Binding Effect

This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

10.20 Assignment

Neither party shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from the other party.

10.21 Requests for Consent

Each party shall provide any decision with regard to a request for consent in a timely manner.

10.22 Construction

This Agreement shall be interpreted according to its fair construction and shall not be construed as against any party hereto.

IN WITNESS WHEREOF the parties have set their seals and hands of their proper officers in that behalf on the day and year first above written.

FLAGSTAFF COUNTY

Per: _____

Per: _____

TOWN OF SEDGEWICK

Per: _____

Per: _____

TOWN OF KILLAM

Per: _____

Per:  _____

SCHEDULE "A"

DISPUTE RESOLUTION PROCEDURE

1. Definitions

In this Schedule, in addition to terms defined elsewhere in the Agreement, the following words and phrases have the following meanings:

- (a) **"Arbitrator"** means the person appointed to act as such to resolve any Dispute;
- (b) **"Arbitration"** means a process whereby each of the Parties, with or without legal counsel, agrees to jointly engage and meet with an Arbitrator who will render a binding decision in respect of any Disputes;
- (c) **"Disclosed Information"** means the information disclosed by a Party for the purpose of settlement, negotiation, Mediation or Arbitration;
- (d) **"Mediation"** means a process whereby a Representative of each Party, with or without legal counsel, agrees to jointly engage the services and meet with a Mediator to participate in a mediation, conciliation or similar dispute resolution process;
- (e) **"Mediator"** means the person appointed to facilitate the resolution of a Dispute between the Parties;
- (f) **"Representative"** means an individual who has no direct operational responsibility for the matters comprising the Dispute, who holds a senior position with a Party and who has full authority to settle a Dispute.

2. Principles of Dispute Resolution

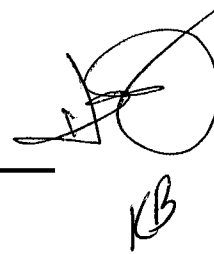
The Operator, the Administrator and the Customer each acknowledge and agree that:

- (a) in any business relationship a difference of opinion or interpretation or a divergence of interest may arise;
- (b) The Operator, the Administrator and the Customer are committed to resolving any disputes in a non-adversarial, informal and cost efficient manner;
- (c) the following process shall apply in respect of Disputes which are either referred to, or are required by the terms of this Agreement to be resolved in accordance with, the Dispute Resolution Procedure; and
- (d) the Parties shall make all reasonable efforts to resolve all Disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate these negotiations as further contemplated within this Schedule.

3. Dispute Process

In the event of any Dispute, the Parties agree that they shall undertake a process to promote the resolution of a Dispute in the following order:

- (a) first, by negotiation;



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- (b) second, by way of Mediation; and
- (c) third, if agreed to mutually by the parties, by Arbitration.

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

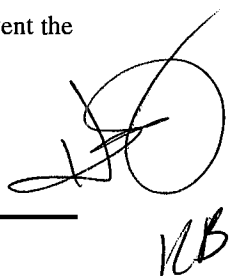
4. Negotiation

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

5. Mediation

- (a) If the Representatives cannot resolve the Dispute through negotiation within such thirty (30) day period, then the Dispute shall be referred to Mediation.
- (b) In such event, either Party shall be entitled to provide the other Party with a written notice ("**Mediation Notice**") specifying:
 - (i) the subject matters remaining in Dispute, and the details of the matters in Dispute that are to be mediated; and
 - (ii) the nomination of an individual to act as the Mediator.
- (c) The Parties shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a Mediator.
- (d) Where a Mediator is appointed, the Parties shall submit in writing their Dispute to the Mediator, and afford to the Mediator access to all records, documents and information the Mediator may reasonably request. The Parties shall meet with the Mediator at such reasonable times as may be required and shall, through the intervention of the Mediator, negotiate in good faith to resolve their dispute. All proceedings involving a Mediator are agreed to be without prejudice, and the cost of the Mediator shall be shared equally between the Parties.
- (e) In the event that
 - (i) the Parties do not agree on the appointment of a Mediator with thirty (30) days of the Mediation Notice;
 - (ii) the Mediation is not completed within thirty (30) days after the appointment of the Mediator; or
 - (iii) the Dispute has not been resolved within sixty (60) days from the date of receipt of the Dispute Notice;

either Party may by notice to the other withdraw from the Mediation process and in such event the Dispute shall be deemed to have failed to be resolved by Mediation.



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6. Arbitration:

- (a) If Mediation fails to resolve the Dispute, the Dispute shall be submitted to binding Arbitration. Either of the Parties may provide the other Party with written notice ("**Arbitration Notice**") specifying:
 - (i) the subject matters remaining in Dispute and the details of the matters in Dispute that are to be arbitrated; and
 - (ii) the nomination of an individual to act as the Arbitrator.
- (b) Within fourteen (14) days following receipt of the Arbitration Notice, the other Party shall, by written notice, advise as to which matters stated in the Arbitration Notice it accepts and with which matters it disagrees and shall also advise whether it agrees with the resolution of the disputed items by Arbitration, and whether it agrees with the Arbitrator selected by the initiating Party or provide the name of one Arbitrator selected by that other Party. Should the Parties fail to agree to resolve any disputed items by Arbitration, this Dispute Resolution Process shall come to an end.
- (c) Subject to agreement of the Parties to resolve any disputed items by Arbitration as contemplated above the Parties shall, within thirty (30) days of the Arbitration Notice, jointly nominate or agree upon an Arbitrator.
- (d) Should the Parties fail to agree on a single arbitrator within the fourteen (14) day period referred to above, then either Party may apply to a Justice of the Court of Queen's Bench of Alberta to have the arbitrator appointed.
- (e) The terms of reference for Arbitration shall be those areas of dispute referred to in the Arbitration Notice, and the receiving Party's response thereto.
- (f) The Arbitrator shall conduct the Arbitration in accordance with the commercial arbitration rules (the "**Rules**") established from time to time by the ADR Institute of Canada Inc., unless the Parties agree to modify the same pursuant to any arbitration agreement. The *Arbitration Act* (Alberta) shall apply to all Arbitrations but if there is a conflict between the Rules and the provisions of the Act, the Rules shall prevail. Notwithstanding the foregoing, any such Arbitration shall be conducted in the English language.
- (g) The Arbitrator shall proceed to hear and render a written decision concerning any Dispute within:
 - (i) forty-five (45) days, if the subject matter of the Dispute is less than \$250,000.00; or
 - (ii) ninety (90) days, if the subject matter of the Dispute is greater than \$250,000.00.
- (h) The Arbitrator has the right to award solicitor-client costs against the unsuccessful Party and to award interest but does not have the right to award punitive, consequential or other exemplary damages.
- (i) The Arbitrator's decision is final and binding but is subject to appeal or review by any court of proper jurisdiction only with respect to an allegation of fraud.
- (j) Judgment upon any award (an "**Award**") rendered in any such Arbitration may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the Award and an enforcement order, as the laws of such jurisdiction may require or allow.

KB

- (k) The Parties acknowledge and agree that, where a Dispute involves a Claim for injunctive relief, a Party may refer such matter to Arbitration in accordance with this Schedule or apply to the appropriate court for relief.

7. Participation

The Parties and their Representatives will participate in good faith in the negotiation, Mediation and, if applicable, Arbitration processes and provide such assistance and Disclosed Information as may be reasonably necessary.

8. Location

The place for Mediation and Arbitration shall be within such location as the Parties may agree.

9. Selection of Mediator and Arbitrator

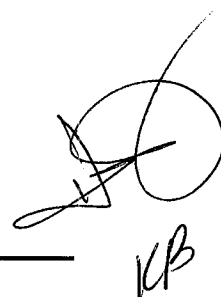
Without restricting any of the foregoing, if the Parties are unable to agree upon the appointment of a single Mediator or Arbitrator, respectively, within ten (10) days after receipt of the Mediation Notice or Arbitration Notice, as the case may be, either of the Parties may request that a single Mediator or Arbitrator, as the case may be, of suitable training, experience and independence, and who in respect of the subject matter of the Dispute has a reasonable practical understanding, be recommended for appointment by the executive director or other individual fulfilling that role for the ADR Institute of Canada, Inc. The executive director shall be requested to make this determination within five (5) days of receipt of the request.

10. Costs

Subject to clause 6(h) of this Schedule, in the case of an Arbitration the Parties shall bear their respective costs incurred in connection with the negotiation, Mediation and, if applicable, Arbitration except that the Parties shall equally share the fees and expenses of the Mediator and Arbitrator and the cost of the facilities required for Mediation and Arbitration.

11. Disclosed Information

All Disclosed Information shall be treated as confidential and neither its delivery nor disclosure shall represent any waiver of privilege by a Party disclosing such Disclosed Information. Subject only to the rules of discovery, each Party agrees not to disclose the Disclosed Information to any other Person or for any other purpose. Such Disclosed Information cannot be used in any subsequent proceedings without the consent of the Party who has made the disclosure. The Parties agree that any Representative, Mediator and, if applicable, Arbitrator shall not be subpoenaed or otherwise compelled as a witness in any proceedings for the purpose of testifying with respect to the nature or substance of any dispute resolution process that may arise in relation to any matter that is a subject of this Agreement. Nothing in this Dispute Resolution Procedure shall require a Party to disclose information that is subject to confidentiality provisions with third parties.

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TRIPARTITE RESCUE SERVICES AGREEMENT

SCHEDULE "B"

SERVICE FEES

The Customer covenants to pay to the Administrator the Service Fees.

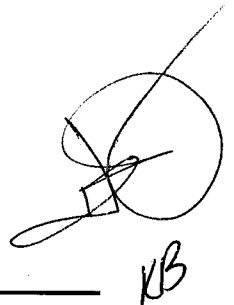
The Service Fees are based on the following methodology:

Obtain the current years residential / farmland equalized assessment ("Assessment") as provided by Municipal Affairs for the Customer and all other municipal customers that the operator is providing services to under similar agreements (collectively called the "Municipal Customers")

Divide each municipality's Assessment that the Operator provides rescue services to under similar agreements by the total Assessment of all Municipal Customers and equate into a percentage (the "Percentage")

Invoice the Customer Service Fees based on the Percentage

The Service Fees shall be invoiced to the Customer each and every January that the Agreement is in full force and effect, or at such other time if the Agreement is terminated in accordance with the provisions herein, and the Customer shall pay the Service Fees within thirty (30) days of the Invoice.

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TRIPARTITE RESCUE SERVICES AGREEMENT

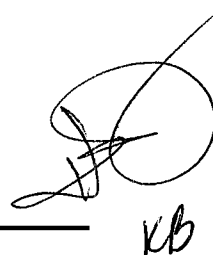
SCHEDULE "C"

RESCUE UNIT

The rescue unit is a 1996 Freightliner FL80 equipped with hydraulic rescue tools, air tools, air bags, shoring equipment and other equipment common to rescue units of a similar size and nature.

Equipment purchased for the rescue unit is budgeted and purchased solely for the use of the rescue operations. A complete equipment list and checklist will be updated regularly and stored at the Operators fire hall and Administrator's office.

Maintenance for the rescue unit and equipment is completed by the Administrator or other vendors suitable for the maintenance of this equipment.

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TRIPARTITE RESCUE SERVICES AGREEMENT

SCHEDULE "D"

OPERATOR TRAINING

The Administrator will provide the Operator with training related to the following:

- Hazards Associated with Rescue Operations
- Motor Vehicle Collisions
- Tools and equipment
- Scene Assessment
- Vehicle Stabilization
- Patient Access
- Disentanglement
- Patient Removal
- Scene Stabilization
- Limited Specialized Rescue



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Request for Decision (RFD)

Topic: Cemetery Bylaw #519 – Revised
Initiated by: Administration
Prepared by: Amanda Davis
Attachments: n/a

Recommendations:

1. That Council give first reading to Bylaw #519.
 2. That Council give second reading to Bylaw #519.
 3. That Council have third reading of Bylaw #519.
 4. That Council give third and final reading to Bylaw #519.
-

Background:

Administration and Fee and Sons found an error in the recently approved Cemetery Bylaw #513 in reference to the foundation bases

Section 5.5e states:

In the case of multiple burials (cremains) in a single plot a maximum of five (5) additional Grave Markers may be placed down the center of the grave. The maximum size of each additional plaque shall not exceed 25.4 centimeters (10 inches) by 50.8 centimeters (20 inches); the overall size including the foundation base shall not exceed 30 centimeters (11.8 inches) by 20 centimeters (7.87 inches). Accessories are not permitted on the cremain plaques/markers. Variances may be permitted for the exclusion of the foundation base on markers that are sandblasted at the discretion of the Cemetery Supervisor.

Dimensions should have been “45.72 centimeters (18 inches) by 71.12 centimeters (28 inches)”

Request for Decision (RFD)

Topic: Council Meeting – Date Change
Initiated by: Administration
Prepared by: Amanda Davis
Attachments: n/a

Recommendations:

That the August 20th, 2015 council meeting be changed to August 13th, 2015 at 6:00PM.

Background:

I would like to request the permission of council to change the August 20th Council meeting to August 13th as I have an engagement out of province that I would like to attend.