



TOWN OF SEDGEWICK

Agenda

Regular Meeting of Council

Thursday, December 20, 2018

Town of Sedgewick Council Chambers

6:00 pm

1. Call to Order

2. Acknowledgement of Treaty 6

3. Adoption of Agenda

4. Public Hearing Bylaw 547 – Amendment #12 to Land Use Bylaw 461

5. Delegation Transitional Solutions Inc. – Recreational Review

6. Minutes [Regular Meeting \(November 22, 2018\)](#)

7. Old Business

7.1 [Bylaw 547/18](#) – Amendment #12 to Land Use Bylaw 461

8. New Business

- 8.1 [2019 FFCS Budget](#) – RFD
- 8.2 [2019 SKNGS Budget](#) - RFD
- 8.3 [2019 BEO Contract](#) - RFD
- 8.4 [Bylaw 551](#) – Hawkers and Peddlers Bylaw
- 8.5 [Bylaw 550](#) – Cemetery Bylaw
- 8.6 [Utility Account Write-offs](#) – RFD
- 8.7 [Direct Deposit Payroll](#) – Council Authorization RFD
- 8.8 [Bylaw 548](#) – Boulevard Bylaw
- 8.9 [Website Push Notifications](#)– APP Development RFD
- 8.10 [Residential Subdivision Shallow Utilities Design](#) – Funding RFD
- 8.11 [Lift Station Flow Meter & WTP Repairs](#) – Funding RFD
- 8.12 [AMSC Insurance Quote](#) - RFD
- 8.13 [Policy 18-10](#) – Municipal Land Purchase Policy - RFD
- 8.14 [Sewer Rehabilitation Priorities](#) - RFD - ADDITION
- 8.15 [Policy 18-11](#) - Reserve Fund Policy RFD - ADDITION

9. Reports

- 9.1 Committee Reports
 - Mayor P. Robinson
 - Nothing to report
 - Councillor G. Imlah
 - Nothing to report

[Councillor S. Levy](#)

- FRSWMA – Nov.26, 2018 Organizational & Regular Meeting Minutes – Draft
- PRL – November 8, 2018 Board Minutes - Draft

Councillor T. Schmutz

- Nothing to report

[Councillor G. Sparrow](#)

- FRHG – November 27, 2018 meeting Matters Arising
- Sedgewick Rec Committee – Minutes of November 26, 2018 meeting

8.2 Staff Departmental Reports

[Public Works Report](#) – For the period ending December 20, 2018

8.3 Chief Administrative Officer Report

[CAO Report](#) – For the period ending December 20, 2018

10. Correspondence

- 10.1 [Flagstaff County](#) – Draft Regional Fire Services Report Clarifications Request
- 10.2 [Town of Daysland](#) – Letter to FRSWMA re: 2019 Requisition Methods
- 10.3 [Battle River Community Foundation](#) – Christmas 2018 “Giving Back” Newsletter
- 10.4 [Hon. S. Anderson](#) – Introduction of the *City Charters Fiscal Framework Act*
- 10.5 [Assistant DM E. Bayne](#) – MSI Capital Approval for WW Infrastructure Replacement
- 10.6 [PRL Board Talk](#) – Highlights of November 8th Board Meeting
- 10.7 [Town of Hardisty](#) – Letter to FFCS re: FFCS 2019 Budget approval
- 10.8 [Town of Hardisty](#) – Letter to FRSWMA re: FRSWMA 2019 Budget approval
- 10.9 [Village of Lougheed](#) – Letter re: Concerns on the Regional Fire Service Business Plan
- 10.10 [S. Hardon](#) – Resignation Letter –Sedgewick Community Hall Association
- 10.11 [Town of Hardisty](#) – Letter re: Concerns on the Regional Fire Service Business Plan
- 10.12 [Municipal Affairs](#) – MSI Operating SFE
- 10.13 [BRCF](#) - Notification of Grant Award to Sedgewick Lake Park Association - ADDITION
- 10.14 [Municipal Affairs](#) - MSI Capital Projects' approval - ADDITION

11. In-Camera

11.1 Concerts – (FOIP Section 25)

12. Round Table/Question Period

13. Adjournment



Minutes

November 22, 2018

Town of Sedgewick Town Office

6:00 pm

Council Present		Also Present	
Mayor Perry Robinson Councillor Grant Imlah Councillor Stephen Levy Councillor Tim Schmutz Councillor Greg Sparrow		Jim Fedyk CAO	

1. Call to Order – 6:02 pm			
2. Acknowledgement of Treaty 6			
Council acknowledged that they are on Treaty 6 territory, a traditional meeting ground, gathering place and travelling route to the Cree, Saulteaux, Blackfoot, Metis, Dene and Nakota Sioux. Council acknowledged all the many First Nations, Metis and Inuit whose footsteps have marked these lands for centuries.			
3. Agenda			
2018-11-242	MOTION by Clr. Schmutz		CARRIED
That the agenda be approved with the following additions:			
10. In-Camera			
10.1 Staff Evaluation (FOIP S. 19)			
10.2 Scottish Club – Tartan Day Event (FOIP S. 25)			
4. Delegations - None			
5. Minutes			
2018-11-243	MOTION by Mayor Robinson		CARRIED
That the Organizational Meeting Minutes from October 18, 2018 be approved as presented.			
2018-11-244	MOTION by Clr. Sparrow		CARRIED
That the Regular Meeting Minutes from October 18, 2018 be approved as presented.			
2018-11-245	MOTION by Clr. Schmutz		CARRIED
That the Committee of the Whole Meeting Minutes from August 9, 2018 be approved as presented.			
2018-11-246	MOTION by Clr. Levy		CARRIED
That the Committee of the Whole Meeting Minutes from November 15, 2018 be approved as presented.			
6. Financials			
2018-11-247	MOTION by Mayor Robinson		CARRIED
That the Financial Report for the quarter ending September 30, 2018 be approved as presented.			
7. New Business			
7.1 Bylaw 547/18 – Amendment #12 to the Land Use Bylaw			
2018-11-248	MOTION by Clr. Schmutz		CARRIED
That Council give first reading to Bylaw 547/18 Amendment #12 to Land Use Bylaw 461.			



Minutes

November 22, 2018

Town of Sedgewick Town Office

6:00 pm

7.2 Bylaw 548/18 Amendment #1 to the Boulevard Bylaw 537/18			
2018-11-249	MOTION by Clr. Sparrow		CARRIED
That Council accept draft Bylaw 548 as information and direct Administration to prepare a new draft version of the Boulevard Bylaw that would waive the requirement of adjacent property owners on the east side of the 4900 block of 47 th Street to mow the adjacent boulevard citing the difficulty and potential danger imposed by the slope and that it be brought back for Council review at the December 2018 regular meeting of Council.			
7.3 Fees & Charges Bylaw 549/18			
Councillor Imlah entered the meeting at 6:21pm.			
2018-11-250	MOTION by Clr. Levy		CARRIED
That Council give first reading to Fees & Charges Bylaw 549/18, as amended.			
2018-11-251	MOTION by Clr. Imlah		CARRIED
That Council give second reading to Fees & Charges Bylaw 549/18, as amended.			
2018-11-252	MOTION by Clr. Sparrow		CARRIED UNANIMOUSLY
That Council proceed to third reading of Fees & Charges Bylaw 549/18, as amended.			
2018-11-253	MOTION by Clr. Schmutz		CARRIED
That Council give third and final reading to Fees & Charges Bylaw 549/18, as amended.			
7.4 Municipal Land Purchase Policy 18-10			
2018-11-254	MOTION by Mayor Robinson		CARRIED
That Council accept draft Policy 18-10, the Municipal Land Purchase Policy as information and direct Administration to seek legal counsel in establishing means that would protect the Town from vacant lots being purchased by an individual but not developed within a reasonable timeline and bring the information back to a future Council meeting.			
7.5 FRSWMA 2019 Budget & Requisition			
2018-11-255	MOTION by Clr. Levy		CARRIED
That Council approve the Flagstaff Regional Solid Waste Management Association 2019 Budget as presented, including a requisition to the Town of Sedgewick of \$127,154.98.			
7.6 Water Reserve Funds			
2018-11-256	MOTION by Clr. Levy		CARRIED
That Council direct Administration to transfer the full balance in the Water Meter Fund Reserve (#49741992) and the WTP Building Addition Reserve (#49741993) to the Water Infrastructure Reserve (#49741991) and further to terminate the collection of the \$5 per month Water Meter Fund fee from users of municipal water.			
7.7 Sanitary Sewer Reserve Funds			
2018-11-257	MOTION by Clr. Imlah		CARRIED
That Council direct Administration to transfer the full balance remaining in the Lagoon Reserve (#49742900) to the Sewer Infrastructure Reserve (#49742901) and close the Lagoon Reserve account.			



Minutes

November 22, 2018

Town of Sedgewick Town Office

6:00 pm

7.8 Sanitary Sewer Rehabilitation Program			
2018-11-258	MOTION by Clr. Imlah		CARRIED
That Council approve incorporating the proposed Sewer Rehabilitation Program as recommended by Associated Engineering into the Town's 2020 to 2024 Capital forecasts.			
7.9 2019 Interim Operating Budget			
2018-11-259	MOTION by Clr. Sparrow		CARRIED
That Council approve the 2019 Interim Operating Budget as presented.			
7.10 2019 Capital Budget			
2018-11-260	MOTION by Clr. Schmutz		CARRIED
That Council approve the 2019 Capital Budget as presented at a total cost of \$3,714,000.			
7.11 Fire Services Business & Implementation Plan			
2018-11-261	MOTION by Clr. Imlah		CARRIED
That Council submits feedback as discussed to Transitional Solutions on the Fire Services Business and Implementation Plan by November 30 th , to be shared with all Flagstaff Councils.			
7.12 54th Avenue Residential Subdivision Lot Pricing			
2018-11-262	MOTION by Mayor Robinson		CARRIED
That Council defer the issue of lot pricing for the 54 th Avenue Subdivision to the February 2019 regular meeting of Council.			
7.13 APP Development – Zag Creative			
2018-11-263	MOTION by Clr. Levy		CARRIED
That Council request that Zag Creative submit a proposal to the Town to add a push notification feature on the sedgewick.ca website.			
7.14 Regional SCADA Upgrade Project			
2018-11-264	MOTION by Mayor Robinson		CARRIED
That Council approve an increase to the SCADA Upgrade Project budget to \$135,000 and direct Administration to send a letter to FIP on behalf of Council with content to reassure our partners of our commitment to the program.			
8. Reports			
8.1 Committee Reports			
2018-11-265	MOTION by Clr. Levy		CARRIED
That Council direct Administration to send a letter to FRSWMA with content to state that Council supports the placement of a 'not-sure' recycling bin in our community but that if it should become a garbage bin, that it be removed.			
2018-11-266	MOTION by Clr. Sparrow		CARRIED
That Council approve the appointment of Robynn Bartusek to the Sedgewick Recreation Board for a period of two years.			



Minutes

November 22, 2018

Town of Sedgewick Town Office

6:00 pm

2018-11-267	MOTION by Clr. Imlah		CARRIED
That the Committee Reports be accepted as information.			
8.2 Staff Departmental Reports			
2018-11-268	MOTION by Clr. Levy		CARRIED
That the Public Works Report be accepted as information.			
8.3 CAO Report			
2018-11-269	MOTION by Clr. Schmutz		CARRIED
That the Town office be closed on December 24 th and December 31 st .			
2018-11-270	MOTION by Mayor Robinson		CARRIED
That the CAO Report be accepted as information.			

9. Correspondence

9.1 Flagstaff Informed Response Sharing Team – Request for Sponsorship			
9.2 Sedgewick Public Library – Request for Donation			
9.3 Farm Safety Centre – Request for Funding			
9.4 Batter River Watershed Alliance – Request for Funding			
9.5 Sedgewick Recreation Board – 2019 Budget			
2018-11-271	MOTION by Clr. Levy		CARRIED
That the correspondence items be accepted as information.			
2018-11-272	MOTION by Clr. Schmutz		CARRIED
That the meeting be recessed at 8:41pm and resumed at the call of the Chair.			
The meeting reconvened at 8:46pm.			

10. In Camera

10.1 Staff Evaluation			
10.2 Scottish Club – Tartan Day Event			
2018-11-273	MOTION by Mayor Robinson		CARRIED
That Council close the meeting at 8:46pm, pursuant to Section 197(2) of the Municipal Government Act, 2000, Chapter M-26 and amendments thereto, and Division 2, Section 19 of Part 1 of the Freedom of Information & Protection of Privacy Act, Revised Statutes of Alberta 2000, Chapter F-25 and amendments thereto, to discuss the Agenda Item “Staff Evaluation” and Section 24 of the same act to discuss Agenda Item “Scottish Club- Tartan Day Event” with all persons except Town Council and the CAO excluded from the meeting.			
2018-11-274	MOTION by Mayor Robinson		CARRIED
That the meeting return to an open meeting at 9:03pm.			

11. Round Table/Question Period

Clr. Sparrow informed Council that he would not be able to attend the regular Council meeting on January 17 th , 2019.			
2018-11-275	MOTION by Clr. Sparrow		CARRIED
That the January regular Council meeting be moved from January 17 th , 2019 to January 24 th , 2019.			



Minutes

November 22, 2018
Town of Sedgewick Town Office
6:00 pm

12. Adjournment			
2018-11-276	MOTION by Mayor Robinson		CARRIED
That the meeting be adjourned at 9:06pm.			

Perry Robinson, Mayor

Jim Fedyk, CAO



BYLAW 547/18 – AMENDMENT #12 TO THE LAND USE BYLAW

EXECUTIVE SUMMARY

Administration is proposing that the 54th Avenue Subdivision current and future lots be zoned as R1A – Residential Single Detached.

BACKGROUND

Currently the land where phase I of the new subdivision has been developed and future phases are planned is zoned as R1A, R2, R3 and LIB (see attached zoning map).

- R1A (Residential Single Detached) purpose – To provide an area for single detached residential development
- R2 (Residential Multi-family) purpose – To provide land for the development of higher density housing
- R3 (Residential Sectional Home Subdivision) purpose – To provide for sectional homes and other compatible uses
- LIB (Light Industrial Business) purpose – To provide for planned light industrial business parks

R1A District Uses:

Permitted Uses

Accessory Building
Dwelling, Single Detached (New Construction)
Home Occupation
Public Assembly
Public Use

Discretionary Uses

Bed and Breakfast Facility
Utility Building
Similar Use

Prior to giving second reading to an amendment to the Land Use Bylaw, Council must hold a public hearing and meet advertising requirements as outlined in the MGA.

BUDGET IMPLICATIONS

None

ALTERNATIVES

1. Council may give first reading to Bylaw 547/18, Town of Sedgewick Amendment #12 to Land Use Bylaw 461, with a public hearing on the matter to be held at the December 20th, 2018 regular meeting of Council.
2. Council may direct Administration to prepare a Land Use Bylaw amendment to rezone the 54th Avenue subdivision as a different residential district(s).



TOWN OF SEDGEWICK

REQUEST FOR DECISION

DECEMBER 20TH, 2018

BYLAW 547/18

RECOMMENDATION

1. That Council give first reading to Bylaw 547/18, Town of Sedgewick Amendment #12 to Land Use Bylaw 461 with a public hearing on the matter to be held at the December 20th, 2018 regular meeting of Council.

ATTACHMENTS

1. Bylaw 547, Amendment #12 to LUB_DRAFT
2. Zoning map
3. Land Use Bylaw Residential and LIB District Information

TOWN OF SEDGEWICK
BYLAW NO. 547/18
TOWN OF SEDGEWICK AMENDMENT #12 TO LAND USE BYLAW #461

**A BYLAW OF THE TOWN OF SEDGEWICK, IN THE PROVINCE OF ALBERTA, FOR THE
PURPOSE OF AMENDING LAND USE BYLAW 461**

WHEREAS it is desirable to amend Land Use Bylaw 461, as amended;

AND WHEREAS Council has held a Public Hearing pursuant to Section 692 of the *Municipal Government Act*, R.S.A. 2000 c-M-26, as amended;

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

1. Town of Sedgewick Land Use Bylaw 461 is hereby amended as follows:
 - 1.1. Schedule “A” Land District Map is hereby amended by changing the classification of a portion of Plan 9121568, Block 27 from (R3) Residential Sectional Home to (R1A) Residential Single Detached; and,
 - 1.2. Schedule “A” Land District Map is hereby amended by changing the classification of Plan 8520469, Block 26, Lots 1-4 from (R2) Residential Multi Family to (R1A) Residential Single Detached; and,
 - 1.3. Schedule “A” Land District Map is hereby amended by changing the classification of Plan 8520469, Block 24, Lots 1-2 from (LIB) Light Industrial Business to (R1A) Residential Single Detached
2. **Severability**
 - 2.1. If any term of this Bylaw is found to be invalid, illegal, or unenforceable by a court or tribunal having the jurisdiction to do so, that term is to be considered to have been severed from the rest of this bylaw, and the rest of the bylaw remains in force unaffected by that finding or by the severance of that term.
3. **Enactment**
 - 3.1. This Bylaw shall take effect at the date of final passing thereof.

First Reading passed in open Council duly assembled in the Town of Sedgewick, in the province of Alberta this ____ day of _____, 2018.

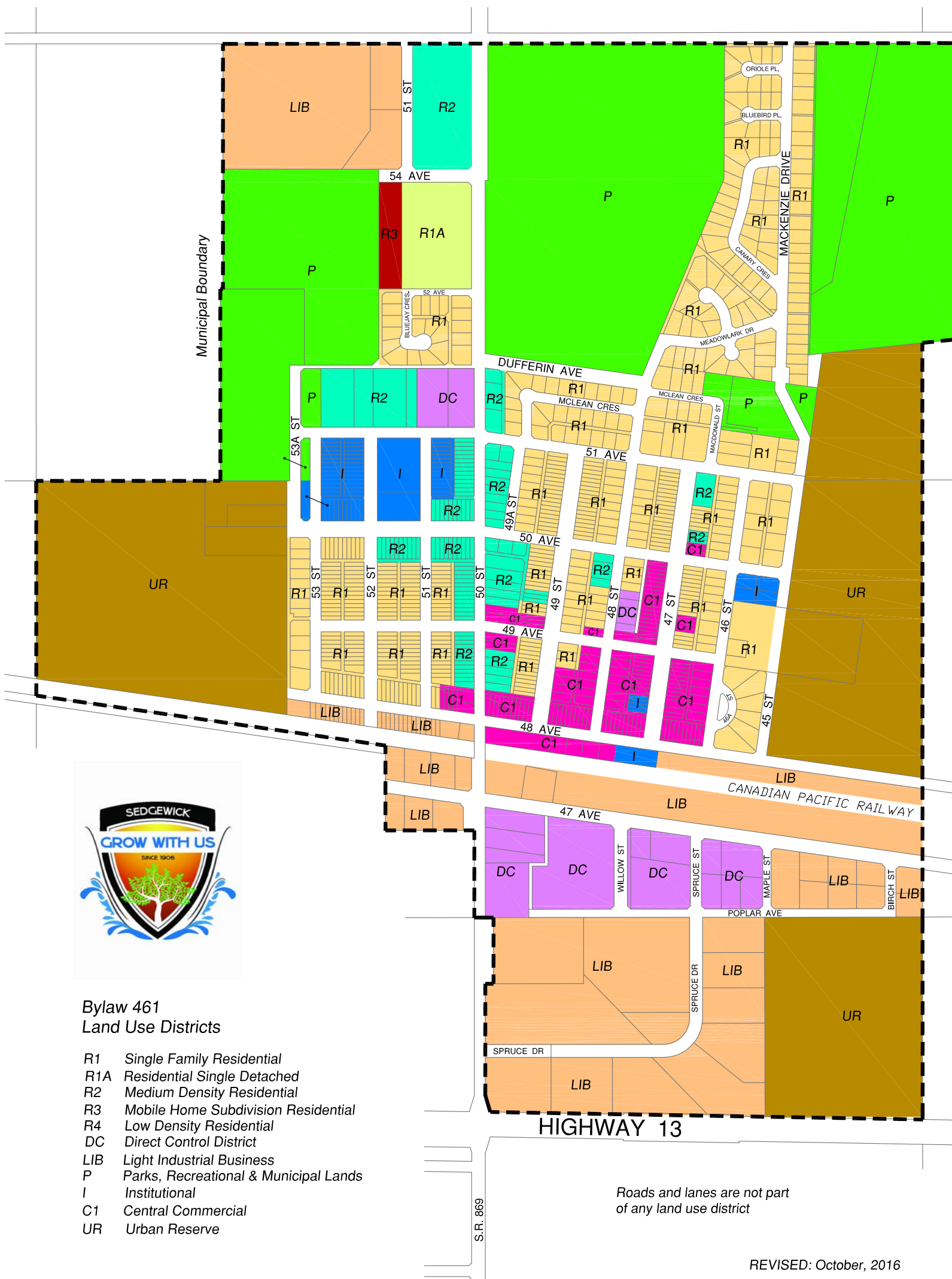
Second Reading passed in open Council duly assembled in the Town of Sedgewick, in the province of Alberta this ____ day of _____, 2018.

Third Reading passed in open Council duly assembled in the Town of Sedgewick, in the province of Alberta this ____ day of _____, 2018.

TOWN OF SEDGEWICK

MAYOR

CHIEF ADMINISTRATIVE OFFICER



Bylaw 461
Land Use Districts

- R1 Single Family Residential
- R1A Residential Single Detached
- R2 Medium Density Residential
- R3 Mobile Home Subdivision Residential
- R4 Low Density Residential
- DC Direct Control District
- LIB Light Industrial Business
- P Parks, Recreational & Municipal Lands
- I Institutional
- C1 Central Commercial
- UR Urban Reserve

Roads and lanes are not part
of any land use district

REVISED: October, 2016



Section 64: R1A Residential Single Detached District

64.1 Purpose:

To provide an area for single detached residential development.

64.2 Uses:

Permitted Uses	Discretionary Uses
Accessory Building Dwelling, Single Detached (New Construction) Home Occupation Public Assembly Public Use	Bed and Breakfast Facility Utility Building Similar Use

64.3 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.

Site Coverage	40%.
Minimum Floor Area	100 square metres (1,080 square feet).
Maximum Building Height	<u>Dwelling</u> - 10.0 metres (32.8 feet) from grade to roof peak. <u>Garage and Accessory Building</u> - 4.0 metres (13.1 feet) from grade to roof peak, with a maximum exterior wall height of 2.74 metres (9.0 feet).
Minimum Parcel Area	Interior Parcels 550 square metres (5,940 square feet). Corner Parcels 600 square metres (6,480 square feet).
Double Fronting Yards	A site abutting two streets or more shall have a front yard on each street and two side yards in accordance with the setback requirements of the Bylaw.
Front Yard Setback	<u>Dwelling</u> - 6.0 m (19.7 feet). <u>Garage and Accessory Building</u> - None in Front Yard.
Rear Yard Setback	<u>Dwelling</u> - 7.5 m (24.6 feet) except on corner or double fronting lots. <u>Garage and Accessory Building</u> - 0.6 metres (2.0 feet), except where vehicle doors face a lane 3.0 metres (9.8 feet).



Side Yard Setback	<p><u>Dwelling</u> In the case of roadway and lane systems: - 1.5 metres (4.9 feet). In the case of laneless systems: - 3.0 metres (9.8 feet). <u>Garage and Accessory Building</u> In the case of roadway and lane systems: - 1.5 metres (4.9 feet), except where vehicle doors face a lane 3.0 metres (9.8 feet). <u>Garage Roof Overhang</u> - 0.3 metres (1.0 feet).</p>
Landscaping	<p>All yards shall be landscaped with trees, shrubs and planted groundcover in accordance with plans approved by the Development Authority. Notwithstanding any provisions of this Bylaw to the contrary, as a condition of approval of a development permit, all landscaping and planting required must be carried out to the satisfaction of the Development Authority within twelve months of occupancy or commencement of operation of the development.</p>
Parking	<p>A two car parking area shall be provided to the rear, side or front of the dwelling. Notwithstanding, in the case of a dwelling fronting onto an arterial road, the parking area shall access from the lane where one is provided.</p>



Section 65: R1 Residential General District

65.1 Purpose:

This district is generally intended to provide land for the development of low density single family dwellings.

65.2 Uses:

Permitted Uses	Discretionary Uses
Accessory Building Dwelling, Single Detached – New Construction Home Occupation Public Assembly Public Use	Apartment Assisted Living Facility Basement Suite - Dwelling, Single Detached Bed and Breakfast Facility Dwelling, Duplex Dwelling, Single Detached - Relocated not of New Construction Group Care Facility Sectional Home (new) Utility Building Similar Use

65.3 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.

Site Coverage	40%.
Minimum Floor Area	100 m ² (1,080 ft ²) - increased from 85 m ² (915 ft ²)
Minimum Parcel Area (Single Detached)	In the case of roadway and lane systems: - 475 m ² (5,130 ft ²); and In the case of laneless systems: - 502 m ² (5,422 ft ²); or Such greater size necessitated to meet minimum yard requirements.
Minimum Parcel Area (Duplexes)	In all cases: - 177.8 m ² per unit (3,000.0 ft ² per unit).
Maximum Building Height	<u>Dwelling</u> - 10.0 metres (32.8 feet) from grade to roof peak. <u>Garage and Accessory Building</u> - 4.0 metres (13.1 feet) from grade to roof peak, with a maximum exterior wall height of 2.74 metres (9.0 feet).



Front Yard Setback	<u>Dwelling</u> <ul style="list-style-type: none">- 6.0 metres (19.7 feet). <u>Garage and Accessory Building</u> <ul style="list-style-type: none">- None in Front Yard.
Double Fronting Lots	A site abutting two streets or more shall have a front yard on each street and two side yards in accordance with the setback requirements of the Bylaw.
Rear Yard Setback	<u>Dwelling</u> <ul style="list-style-type: none">- 6.0 metres (19.7 feet). <u>Garage and Accessory Building</u> <ul style="list-style-type: none">- 0.6 metres (2.0 feet), except where vehicle doors face a lane 3.0 metres (9.8 feet). <u>Garage Roof Overhang</u> <ul style="list-style-type: none">- 0.3 metres (1.0 feet).
Side Yard Setback	<u>Dwellings</u> <ul style="list-style-type: none">- 1.5 metres (4.9 feet). <u>Garage and Accessory Building</u> <ul style="list-style-type: none">- 1.5 metres (4.9 feet), except where vehicle doors face a lane 3.0 metres (9.8 feet). <u>Garage Roof Overhang</u> <ul style="list-style-type: none">- 0.3 metres (1.0 feet).
Landscaping	All yards shall be landscaped with trees, shrubs and planted groundcover in accordance with plans approved by the Development Authority. Notwithstanding any provisions of this Bylaw to the contrary, as a condition of approval of a development permit, all landscaping and planting required must be carried out to the satisfaction of the Development Authority within twelve months of occupancy or commencement of operation of the development.
Parking	A two car parking area shall be provided to the rear, side or front of the dwelling. Notwithstanding, in the case of a dwelling fronting onto an arterial road, the parking area shall access from the lane where one is provided.



Section 66: R2 Residential Multi Family District

66.1 Purpose:

This district is generally intended to provide land for the development of higher density housing within Sedgewick.

66.2 Uses:

Permitted Uses	Discretionary Uses
Accessory Building Apartment Dwelling, Duplex Dwelling, Fourplex Dwelling, Rowhouse Dwelling, Triplex Home Occupation Public Assembly Public Use	Assisted Living Facility Basement Suite - Dwelling, Single Detached Dwelling, Single Detached – New Construction Dwelling, Single Detached - Relocated not of New Construction Group Care Facility Sectional Home (new) Utility Building Similar Use

66.3 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.

Site Coverage	50%.
Minimum Floor Area	Not less than 75 m ² (810 ft ²) for a one bedroom unit, and an additional 11 m ² (119 ft ²) per unit for each bedroom in the unit included thereafter.
Minimum Parcel Area	Dwelling, Duplex, Triplex, Fourplex and Rowhouse (Per Unit): - 240 m ² (2,592 ft ²) per unit. Dwelling, Apartment (Per Unit): - Shall be the greater of 555 m ² (5,995 ft ²); or 80 m ² (864 ft ²)/one bedroom unit; 95 m ² (1,026 ft ²)/two bedroom unit; and 115 m ² (1,242 ft ²)/three bedroom unit.
Maximum Building Height	<u>Dwelling, Duplex, Triplex, Fourplex and Rowhouse:</u> - 10.0 metres (32.8 feet) from grade to roof peak. <u>Dwelling, Apartment:</u> At the discretion of the Development Authority. <u>Garage and Accessory Building</u> - 4.0 metres (13.1 feet) from grade to roof peak, with a maximum exterior wall height of 2.74 metres (9.0 feet).



Front Yard Setback	<u>Dwelling</u> <ul style="list-style-type: none">- 6.0 metres (19.7 feet). <u>Garage and Accessory Building</u> <ul style="list-style-type: none">- None in Front Yard.
Double Fronting Lots	A site abutting two streets or more shall have a front yard on each street and two side yards in accordance with the setback requirements of the Bylaw.
Rear Yard Setback	<u>Dwelling</u> <ul style="list-style-type: none">- 6.0 metres (19.7 feet). <u>Garage and Accessory Building</u> <ul style="list-style-type: none">- 0.6 metres (2.0 feet), except where vehicle doors face a lane 3.0 metres (9.8 feet). <u>Garage Roof Overhang</u> <ul style="list-style-type: none">- 0.3 metres (1.0 feet).
Side Yard Setback	<u>Dwellings</u> <ul style="list-style-type: none">- 1.5 metres (4.9 feet). <u>Garage and Accessory Building</u> <ul style="list-style-type: none">- 1.5 metres (4.9 feet), except where vehicle doors face a lane 3.0 metres (9.8 feet). <u>Garage Roof Overhang</u> <ul style="list-style-type: none">- 0.3 metres (1.0 feet).
Landscaping	All yards shall be landscaped with trees, shrubs and planted groundcover in accordance with plans approved by the Development Authority. Notwithstanding any provisions of this Bylaw to the contrary, as a condition of approval of a development permit, all landscaping and planting required must be carried out to the satisfaction of the Development Authority within twelve months of occupancy or commencement of operation of the development.
Parking	A two car parking area shall be provided to the rear, side or front of the dwelling. Notwithstanding, in the case of a dwelling fronting onto an arterial road, the parking area shall access from the lane where one is provided.



Section 67: R3 Residential Sectional Home Subdivision District

67.1 Purpose:

To provide an area for and to regulate the development and use of land for sectional homes, and other uses herein listed, which are compatible with a residential area on separately registered parcels.

67.2 Uses:

Permitted Uses	Discretionary Uses
Accessory Building Home Occupation Sectional Homes < Eight (8) years of age from the date of Development Permit Application Public Assembly Public Use	Sectional Homes > Eight (8) years of age from the date of Development Permit Application Utility Building Similar Use

67.3 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.

Site Coverage	40%.
Minimum Floor Area	90 square metres (972 square feet).
Minimum Parcel Area	Interior Parcels – 460 square metres (4,968 square feet); and Corner Parcels – 510 square metres (5,508 square feet).
Double Fronting Lots	A site abutting two streets or more shall have a front yard on each street and two side yards in accordance with the setback requirements of the Bylaw.
Front Yard Setback	<u>Sectional Home</u> - 6.0 metres (19.7 feet). <u>Garage and Accessory Building</u> - None in the Front Yard.
Rear Yard Setback	<u>Sectional Home</u> - 6.0 m (19.7 feet) except on corner or double fronting lots. <u>Garage and Accessory Building</u> - 0.6 metres (2.0) feet, except where vehicle doors face a lane 3.0 metres (9.8 feet).



Side Yard Setback	<p><u>Sectional Home</u> In the case of roadway and lane systems: - 1.5 metres (4.9 feet). In the case of laneless systems: - 3.0 metres (9.8 feet). <u>Garage and Accessory Building</u> In the case of roadway and lane systems: - 1.5 metres (4.9 feet), except where vehicle doors face a lane 3.0 metres (9.8 feet). <u>Garage Roof Overhang</u> - 0.3 metres (1.0 feet).</p>
Landscaping	<p>All yards shall be landscaped with trees, shrubs and planted groundcover in accordance with plans approved by the Development Authority. Notwithstanding any provisions of this Bylaw to the contrary, as a condition of approval of a development permit, all landscaping and planting required must be carried out to the satisfaction of the Development Authority within twelve months of occupancy or commencement of operation of the development.</p>
Parking	<p>A two car parking area shall be provided to the rear, side or front of the dwelling. Notwithstanding, in the case of a dwelling fronting onto an arterial road, the parking area shall access from the lane where one is provided.</p>



Section 68: R4 Residential Low Density District

68.1 Purpose:

To provide an area for low density residential development in the form of detached dwellings and compatible uses, herein listed, which are connected to the municipal water and sewer system.

68.2 Uses:

Permitted Uses	Discretionary Uses
Accessory Building Dwellings, Single Detached Home Occupation Public Use	Utility Building Similar Use

68.3 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.

Site Coverage	10%.
Floor Area	100 m ² (1,080 ft ²)
Minimum Parcel Area	0.2 hectares (0.5 acres)
Maximum Parcel Area	0.4 hectares (1.0 acres)
Maximum Building Height	<u>Dwelling</u> 10.0 m (32.8 feet) from grade to roof peak. <u>Garage and Accessory Building</u> 4.0 metres (13.1 feet) from grade to roof peak, with a maximum exterior wall height of 2.74 metres (9.0 feet).
Front Yard Setback	<u>Dwelling</u> 10.0 m (32.8 ft) <u>Garage and Accessory Building</u> None in Front Yard.
Double Fronting Lots	A site abutting two streets or more shall have a front yard on each street and two side yards in accordance with the setback requirements of the Bylaw.



Side Yard Setback	<p><u>Dwelling</u> 1.5 m (4.9 ft) except where it abuts a public roadway 3.0 m (9.8 ft), or as required by the Alberta Building Code, whichever is greater.</p> <p><u>Garage and Accessory Building</u> - 1.5 metres (4.9 feet), except where vehicle doors face a lane 3.0 metres (9.8 feet).</p> <p><u>Garage Roof Overhang</u> - 0.3 metres (1.0 feet).</p>
Rear Yard Setback	<p><u>Dwelling</u> 15.0 m.</p> <p><u>Garage and Accessory Building</u> - 0.6 metres (2.0 feet), except where vehicle doors face a lane 3.0 metres (9.8 feet).</p> <p><u>Garage Roof Overhang</u> - 0.3 metres (1.0 feet).</p>
Parking	<p>A two car parking area shall be provided to the rear, side or front of the dwelling. Notwithstanding, in the case of a dwelling fronting onto an arterial road, the parking area shall access from the lane where one is provided.</p>
Building Orientation	<p>Notwithstanding the foregoing regulations, all buildings shall be oriented and located to facilitate re-subdivision into residential parcels, roughly equivalent to those required in the R1 District.</p>



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.



TOWN OF SEDGEWICK

REQUEST FOR DECISION

DECEMBER 20TH, 2018
2019 FFCS BUDGET

2019 FFCS BUDGET

EXECUTIVE SUMMARY

FFCS has submitted their 2019 budget. The proposed requisition remains the same as 2018 at \$8.70/capita. This would keep Sedgewick's requisition at \$7055.70.

BACKGROUND

Projected revenues and expenses for 2019 are both \$430,084. This is less than a 1% increase from the previous year.

All budget items remained the same or decreased from 2018 except the following:

Wages – increase of 3.5% or \$6,833
Benefits – increase of 3.5% or \$1572
Memberships – increase of \$150
Wages (other) – from \$0 in 2018 to \$1120 in 2019
Benefits (other) – from \$0 in 2018 to \$135 in 2019

BUDGET IMPLICATIONS

Same as 2018

ALTERNATIVES

1. Council may approve the 2019 FFCS budget, as presented, with a requisition of \$7055.70 to the Town of Sedgewick.
2. Council may decide not to approve the 2019 FFCS budget.

RECOMMENDATION

1. That Council approve the 2019 FFCS budget, as presented, with a requisition of \$7055.70 to the Town of Sedgewick.

ATTACHMENTS

1. 2019 FFCS Budget_DRAFT

Village of Alliance
Town of Daysland
Flagstaff County
Village of Forestburg
Town of Hardisty
Village of Heisler
Town of Killam
Village of Lougheed
Town of Sedgewick

P.O. Box 450
4809 – 49 Avenue
Killam, Alberta
Canada T0B 2L0

Telephone 780-385-3976
1-800-297-6101
(Toll Free Within Flagstaff Area)

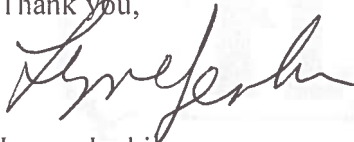
November 16, 2018

Dear Councils:

Enclosed is the Flagstaff Family and Community Services 2019 budget for your approval.

Please forward your approval of this budget to the Flagstaff County Administrator and send a copy to Flagstaff Family and Community Services.

Thank you,



Lynne Jenkinson
Executive Director

FLAGSTAFF FAMILY & COMMUNITY SERVICES 2019 BUDGET

ADMINISTRATION

	BUDGET FOR 2018	BUDGET FOR 2019
Wages	195218	202051
Benefits	45400	46972
Travel & Subsistence:		
Staff	5000	5000
Board	2000	2000
Board Per Diem	1500	1500
Program Essentials:		
Rent	17924	17924
Phone & Utilities	7500	7000
Insurance	550	500
Audit/Professional Fees	3200	3200
Bank Service Charges	300	400
Interest		
Copier Lease	3100	3100
Materials:		
Advertising	1200	1000
Memberships	450	600
Office	6000	6000
Training & Development	6000	5000
TOTALS	<u>295342</u>	<u>302247</u>

FLAGSTAFF FAMILY & COMMUNITY SERVICES 2019 BUDGET

COUNSELLING

	BUDGET FOR 2018	BUDGET FOR 2019
Counselling Position Wage	66614	66614
Benefits	15794	15794
Counselling Supervisor Travel & Subsistence Staff	2800	2500
Program Essentials:		
Rent	17924	17924
Phone & Utilities	7500	7000
Insurance	550	500
Audit & Professional Fees	3000	3200
Copier Lease	3100	3100
Materials:		
Advertising	1200	1000
Memberships	450	600
Office	6000	6000
Training & Development	2000	1600
TOTALS	<u>126932</u>	<u>125832</u>

FLAGSTAFF FAMILY & COMMUNITY SERVICES 2019 BUDGET

OTHER	BUDGET FOR 2018	BUDGET FOR 2019
Wages		1120
Benefits		135
Travel & Subsistence:		
Staff		
Board		
Board Per Diem		
Program Essentials:		
Rent		
Phone & Utilities		
Insurance		
Audit/Professional Fees		
Bank Service Charges		
Interest		
Office Equipment	2000	
Consulting Fees	500	
Materials:		
Advertising	500	
Memberships		
Office Supplies		
Training & Development		
Miscellaneous/Gail Watt Scholarship	750	750
Community Development Speakers		
TOTALS	<u>3750</u>	<u>2005</u>

Total Projected Funding	2018	2019
Provincial Funding	289084	289084
Municipal Funding	72740	72740
Subtotal	361824	361824
Total Projected Fees for Service		
Fees for Service Prairie Central FASD	26000	
Fees for Service FIRST	12000	12000
Fees for Service Skills Link	9000	12000
Fees for Service Nights Alive	16000	16000
Contract Funding		27260
Other	1200	1000
Subtotal	64200	68260
TOTAL PROJECTED REVENUE	426024	430084

[illegible]

FLAGSTAFF FAMILY & COMMUNITY SERVICES

2019 Municipal Requisitions

\$8.70/capita 2018 (\$289,084 Provincial/\$72,740 Municipal for total \$361, 824)

\$8.70/capita 2019 (\$289,084 Provincial/\$72,740 Municipal for total \$361,824)

Municipality	Population 2018	2018 Requisition	Population 2019	2019 Requisition	Requisition Difference
Alliance	154	1339.80	154	1339.80	-
Daysland	824	7168.80	824	7168.80	-
Flagstaff County (Rural)	3738	32520.60	3738	32520.60	-
Forestburg	875	7612.50	875	7612.50	-
Galahad		0.00		0.00	-
Hardisty	554	4819.80	554	4819.80	-
Heisler	160	1392.00	160	1392.00	-
Killam	989	8604.30	989	8604.30	-
Lougheed	256	2227.20	256	2227.20	-
Sedgewick	811	7055.70	811	7055.70	-
Strome		0.00		0.00	-
TOTALS	8361	\$ 72,740.70	8361	72740.70 \$	-

Requisitions will be sent out January 2019

2019 SKNGS BUDGET

EXECUTIVE SUMMARY

The Sedgewick-Killam Natural Gas System (SKNGS) has submitted their 2019 budget for Council's approval.

BACKGROUND

A summary of the 2019 budget is as follows:

- A 4% increase in revenues
- A 4.1% increase in expenditures
- A budgeted profit of \$15,700 (vs. \$17,450 in 2018)
- An additional \$9000 contributed to capital
- Same amount contributed to reserves (\$58,800)

Overall there are not significant changes to the budget relative to 2018 as the purchase of gas at \$3.50/GJ, sale of gas to the Towns at \$4.45/GJ and the final sale of gas to customers at \$4.85/GJ remains the same. The budget does show a slight expected increase in sales volume in 2019.

BUDGET IMPLICATIONS

Already built into TOS budget

ALTERNATIVES

1. Council may approve the 2019 SKNGS budget as presented.
2. Council may decide not to approve the 2019 SKNGS budget.

RECOMMENDATION

1. That Council approve the 2019 SKNGS budget as presented.

ATTACHMENTS

1. 2019 SKNGS Budget

SKNG Budget for 2019

REVENUES							
	CODE						
	4210	Administration fees Killam	125000	GJ	\$ 0.95	per GJ	\$ 118,750.00
	4215	Administration fees Sedgewick	87000	GJ	\$ 0.95	per GJ	\$ 82,650.00
	4220	Sale of Gas Killam	125000	GJ	\$ 3.50	per GJ	\$ 437,500.00
	4225	Sale of Gas Sedgewick	87000	GJ	\$ 3.50	per GJ	\$ 304,500.00
	4230	Sale of Material Killam	\$ 2,500.00				\$ 2,500.00
	4235	Sale of Material Sedgewick	\$ 2,500.00				\$ 2,500.00
	4240	Sale of Material Others	\$ 1,500.00				\$ 1,500.00
	4300	Return on Investments	\$ 1,500.00				\$ 1,500.00
	4340	Gas Alberta Transportation	\$ 7,500.00				\$ 7,500.00
		\$ 5.00 x 980 Customers x 12 months	\$ 58,800.00				\$ 58,800.00
		TOTAL REVENUES					\$ 1,017,700.00
EXPENDITURES							
	5645	Telephone / Freight	\$ 6,500.00				\$ 6,500.00
	5615	Advertising	\$ 100.00				\$ 100.00
	5625	Federation Membership	\$ 13,100.00				\$ 13,100.00
	5605	Auditor	\$ 2,700.00				\$ 2,700.00
	5630	Alberta One Call	\$ 500.00				\$ 500.00
	5705	Maintenance Contract	\$ 130,000.00				\$ 130,000.00
	5710	Cathodic Protection/ Leak Survey	\$ 1,000.00				\$ 1,000.00
	5720	Administration Services	\$ 6,000.00				\$ 6,000.00
	5650	Training/ Seminars/ Meeting	\$ 500.00				\$ 500.00
	5710	Gas Samples	\$ 600.00				\$ 600.00
	5760	Trans Canada/ RMO/Gate Stations	\$ 2,000.00				\$ 2,000.00
	5685	Insurance Federation/Killam	\$ 6,500.00				\$ 6,500.00
	5700	Office Supplies	\$ 200.00				\$ 200.00
	5765	SKNG Stock	\$ 1,500.00				\$ 1,500.00
	5780	Maintenance Materials	\$ 1,500.00				\$ 1,500.00
	5785	Natural Gas Purchase	215000	GJ	\$ 3.50	per GJ	\$ 752,500.00
	5820	Instrument repairs/ New	\$ 2,500.00				\$ 2,500.00
	5790	Utilities	\$ 5,500.00				\$ 5,500.00
	5825	Contribute to Capital	\$ 10,000.00				\$ 10,000.00
	5835	Refund Transfer to Towns					\$ -
*	5825	Contribute to Reserve	\$ 58,800.00				\$ 58,800.00
							\$ -
		Total Expenditures					\$ 1,002,000.00
		Sub Total					\$ 15,700.00
This Budget is based on Gas purchase at \$ 3.50 GJ and selling to the Towns At \$ 4.45 GJ							
and our customers at \$ 4.85 Gj							
		Gain / Loss for 2019					\$ 15,700.00



TOWN OF SEDGEWICK

REQUEST FOR DECISION

DECEMBER 20TH, 2018
2019 BEO CONTRACT

2019 BEO CONTRACT

EXECUTIVE SUMMARY

The Town of Sedgewick contracts a third party to provide bylaw enforcement services. Contracts are entered into on a year by year basis.

BACKGROUND

In 2018, \$8000 was budgeted for bylaw enforcement contracted services. To date, the Town finds itself under budget at \$5740.

The terms of the proposed 2019 contract remain the same as 2018. The BEO spends one hour per week patrolling the Town and addressing any concerns or complaints that have arisen since his last visit. In the event of additional duties required, the contract specifies payment for these tasks as well as mileage fees. The BEO provides a monthly report to the CAO.

The 2019 interim operational budget has been approved with an \$8000 BEO contract item line.

BUDGET IMPLICATIONS

Same as 2018

ALTERNATIVES

1. Council may direct Administration to enter into a contract with NIC.212 Services Ltd. to provide bylaw enforcement services and authorize Mr. Daryl Reinke to enforce Town of Sedgewick municipal bylaws in 2019.
2. Council may decide not to enter into a contract with NIC.212 Services Ltd.

RECOMMENDATION

1. That Council may direct Administration to enter into a contract with NIC.212 Services Ltd. to provide bylaw enforcement services and authorize Mr. Daryl Reinke to enforce Town of Sedgewick municipal bylaws in 2019.

ATTACHMENTS

1. NIC.212 2019 Contract

NIC.212 SERVICES

CONTRACT

Between: Town of Sedgewick (municipality)

And

NIC.212 Services Ltd. (Contractor)
(Daryl Reinke)
Box 179
Bawlf, Alberta T0B 0J0

As the above named municipality desires to purchase contract services for the purpose of bylaw enforcement and NIC.212 Services Ltd. is willing to provide such services.

The Municipality and Contractor hereby agree to enter into a contract concerning bylaw services under the following terms and conditions.

1. This agreement shall be effective from January 1 to December 31 of 2019.
2. Bylaw services will be provided for stipulated days/weeks/months as agreed to between both parties.
3. During the term of this contract either party may cancel this agreement by giving two weeks notice.
4. Prior to the end of the current contract the municipality and contractor will review this agreement and then either cancel the agreement, revise and sign the agreement or re-sign the agreement on an annual basis.
5. The contractor agrees to
 - a. Enforce the bylaws of the municipality excluding those relating to municipal development and moving traffic.
 - b. Investigate complaints in the municipality as able within the time frame of this contract.
 - c. At the request of the municipality, prepare documentation for the municipality's legal representative relative to the bylaws in the event of prosecution.

- d. Report all bylaw tickets payable to the CAO of the municipality in a timely manner.
- e. Maintain accurate and complete record of his activities and provide these to the CAO of the municipality at the end of each month.
- f. Keep accurate and complete record of any fines collected and turn same over to the CAO of the municipality in a timely manner.
- g. Maintain communication with the CAO with respect to tours of duty and reporting of time-sensitive information.
- h. Provide call-out services as able and as requested by the CAO (or his/her representative) of the municipality.
- i. Provide the CAO of the municipality with an itemized monthly bill for services rendered.
- j. Obtain the approval of the CAO of the municipality prior to engaging in bylaw services that may fall outside the scope of this agreement.
- k. Rewrite, and offer suggested amendments to, bylaws as requested.
- l. Where the owner of a dog is known, return captured dogs to the owner.
- m. Deliver unidentified captured dogs to a facility approved by the municipality.

6. The municipality agrees to

- a. Provide a complete list of dog owners (as is known) within the municipality and update that list as necessary.
- b. Report to the contractor in a timely manner all complaints that require the contractor's attention.
- c. Forward payment for monthly services within ten days of receipt of bill.
- d. Provide constructive criticism or feedback to the contractor.
- e. Refrain from making comments in the community that would negatively impact the ability of the contractor to function effectively/efficiently.

7. Fee structure

- a. \$135.00 for a one-hour patrol.
- b. \$100.00 per hour to the nearest 15 minutes for additional time spent during one patrol.
- c. \$50.00 per hour, with a minimum charge of \$100.00 for driving time and \$100.00 per hour with a minimum of \$100.00 for working time, plus \$0.60 per kilometer from my residence back to my residence for 'on demand' services.
- d. \$50 per hour for preparation of documents for Court.
- e. \$50.00 per hour plus \$0.60 per kilometer from my residence back to my residence for Court appearances and \$100 per hour while attending Court.
- f. \$50.00 per hour plus \$0.60 per kilometer from the municipality back to the municipality for delivering dogs to a facility approved by the municipality.
- g. \$50.00 per hour for bylaw development or revision; this cost to be divided among the municipalities adopting said bylaw.
- h. \$50.00 per hour for attendance at meetings plus \$0.60 per kilometer.

- i. \$50.00 per hour for bylaw enforcement work done on behalf of the municipality from my office, eg. phone calls, preparing tickets, writing letters and Orders.

8. Frequency of patrols

As agreed between the two parties.

9. This agreement shall be binding and enforceable by both parties and their respective heirs, Administrators and executors.

The Town of Sedgewick

Date_____

Per _____

NIC.212 Services

Date_____

Per _____



BYLAW 551 – HAWKERS AND PEDDLERS BYLAW

EXECUTIVE SUMMARY

Bylaw 484, the Hawkers and Peddlers Bylaw has been reviewed internally and updated for Council's review.

BACKGROUND

Bylaw 551 has been created as an update to the Hawkers and Peddlers Bylaw. The following definitions have been added:

- CAO
- Charitable or non-profit group
- Designated Officer
- Enforcement Officer
- MGA
- Mobile Vendor
- Violation Tag
- Violation Ticket

Definition for 'Exemption' has been removed as it is deemed to be unnecessary and also conflicts with a clause later in the document. In Bylaw 551, the CAO or designated officer is able to give exemption to certain groups for obtaining a license (e.g. girl guides) and placing a mobile vending unit on public land requires CAO written approval rather than Council authorization.

Also added under Offences and Penalties is a thorough description of violation tags vs violation tickets and how they can be issued and by whom.

As well, in Bylaw 484, Schedule 'A' was the license application form and not a necessary item of the bylaw.

BUDGET IMPLICATIONS

None

ALTERNATIVES

1. Council may give first, first and second, or first, second and third reading of Bylaw 551, the Town of Sedgewick Hawkers and Peddlers Bylaw, as presented.
2. Council may direct Administration to make further amendments to Bylaw 551.

RECOMMENDATION

1. That Council give first, second and third reading to Bylaw 551, the Town of Sedgewick Hawkers and Peddlers Bylaw, as presented.



TOWN OF
SEDGEWICK

REQUEST FOR DECISION

DECEMBER 20TH, 2018

HAWKERS AND PEDDLERS BYLAW

ATTACHMENTS

1. Bylaw 551 - The Town of Sedgewick Hawkers and Peddlers Bylaw_DRAFT
2. Bylaw 484 – The Hawkers & Peddlers Bylaw

TOWN OF SEDGEWICK
BYLAW NO. 551/18
TOWN OF SEDGEWICK HAWKERS & PEDDLERS LICENSE BYLAW

**BEING A BYLAW OF THE TOWN OF SEDGEWICK, IN THE PROVINCE OF ALBERTA, TO
PROVIDE FOR THE LICENSING, CONTROL AND REGULATION OF HAWKERS AND
PEDDLERS WITHIN THE TOWN OF SEDGEWICK.**

WHEREAS the Municipal Government Act, being Chapter M-26.1 of the Revised Statutes of Alberta 2000 and amendments thereto, provides that a Council of a Municipality may by Bylaw, control and regulate business, business activities and persons engaged in business within the municipality and provide for a system of licenses, permits or approvals for same, and

WHEREAS it is desirable and in the best interest of the Town of Sedgewick that a Bylaw be passed regulating, licensing and controlling hawkers and peddlers operating within the corporate limits of the Town of Sedgewick.

NOW THEREFORE, the Council of the Town of Sedgewick, duly assembled, hereby enacts as follows:

1. Citation

- 1.1. This bylaw may be cited as the “Hawkers & Peddlers License Bylaw”.

2. Definitions

- 2.1. **Application** means an application for a Hawkers and Peddlers license and application for renewal of a license as required by this Bylaw.
- 2.2. **Charitable or Non-profit group** means any person, association or corporation engaged entirely in charitable activities, or engaged in the promotion of general social welfare within the Town, as defined by Canada Revenue Agency and has a valid Revenue Canada Registered Charitable Number and/or is incorporated under the Societies Act of Alberta.
- 2.3. **Chief Administrative Officer (CAO)** means the Chief Administrative Officer of the Town and includes any person to whom the CAO’s powers are delegated or any person appointed to act in the absence of the CAO.
- 2.4. **Designated Officer** means as delegated by the Chief Administrative Officer pursuant to MGA, s.209.
- 2.5. **Enforcement Officer** – means a member of the Royal Canada Mounted Police, a Special Constable, a Bylaw Enforcement Officer or any other Enforcement Officer.
- 2.6. **Hawker or Peddler** means a person whether as a principle or agent who:
- i. goes from residence to residence selling, or offering for sale any merchandise or service to any person, and who is not a wholesale or retail dealer in merchandise or service with a permanent place of business within the Town of Sedgewick;
 - ii. offers or exposes for sale to any person by means of samples, patterns, cuts or blueprints, merchandise to be afterwards delivered or shipped into the Town of Sedgewick, or;
 - iii. sells merchandise on the streets or roads or elsewhere than a building that is his permanent place of dwelling or business within the Town of Sedgewick.
- 2.7. **Hawkers and Peddlers License** means a license issued pursuant to this Bylaw.
- 2.8. **Municipal Government Act (MGA)** means the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-16

- 2.9. **Mobile Vending Units** means a motor vehicle, trailer, temporary structure or similar structure or stand that is not affixed to real property, designed for the purpose of offering products for sale.
- 2.10. **Mobile Vendor** means any person selling goods, food, amusements or services from a Mobile Vending Unit that is designed for offering the sale of goods, food, amusements or services.
- 2.11. **Person** means a person or persons, firm, partnership or body corporate including a partnership, a group or persons acting in concert or any association unless the context explicitly or by necessary implication, otherwise requires.
- 2.12. **Town** means the municipal corporation of the Town of Sedgewick, in the Province of Alberta, and or the area contained within the corporate boundaries of the said municipality, as the context may require.
- 2.13. **Violation Tag** means a Violation Tag issued by the Town's Designated Officer.
- 2.14. **Violation Ticket** means a Violation Ticket as defined in the Provincial Offences Procedure Act, R.S.A. 2000.

3. Licensing

- 3.1. No person shall, within the Town of Sedgewick, carry on or operate any business as a hawker or peddler unless he/she holds a valid license to conduct such business pursuant to the provisions of this bylaw and possesses the license on their person while conducting business.
- 3.2. Charitable and non-profit groups may be given an exemption to the requirements of this bylaw, by a letter from the Chief Administrative Officer or Designated Officer.
- 3.3. A Hawker or Peddler license may be obtained as follows:
- 3.3.1. The Person shall make a written Application to the Town of Sedgewick
 - 3.3.2. The license fee as specified in Schedule 'A' shall accompany the Application
- 3.4. A Hawkers and Peddler's License shall not be granted until the applicant has paid the Town the license fee.
- 3.5. A Hawkers and Peddlers License shall not be granted unless the applicant holds a valid Provincial or Federal License, where required by law.
- 3.6. A Hawkers and Peddlers License shall be in effect for the duration stated on the license provided.
- 3.7. The Licensee will produce the license for the inspection by a Designated Officer for the Town of Sedgewick or upon the request of any customer he approaches within the Town of Sedgewick.
- 3.8. A Designated Officer of the Town of Sedgewick may at any time revoke or suspend a license issued under the provisions of this Bylaw for failure to comply with any of the conditions or regulations herein.

4. Conditions and Regulations

- 4.1. Hawkers, Peddlers and salesmen shall not call upon residents before 9:00 a.m. or after 9:00 p.m.
- 4.2. Mobile Vending Units are only allowed on private property with the written consent of the owner and shall not park on Town streets. Permission to place Mobile Vending Units on public land shall require written approval from the CAO.
- 4.3. No business shall conduct its operation in such a manner as to offend the general public. Upon receipt of bona fide complaints, the Designated Officer may advise the proprietor of the nature of the complaint and may require that the matter be rectified.

- 4.4. If the Designated Officer for the municipality finds a hawker, peddler or mobile vending unit in operation and such Hawker, peddler or mobile vending unit does not have a valid and subsisting license to conduct business pursuant to the provisions of this bylaw, the Designated Officer may close the “business” immediately.

5. Offences and Penalties

- 5.1. Any person who contravenes any provisions of this Bylaw is guilty of an offense and is liable on summary conviction to a fine, as set out in Schedule ‘B’ in addition to any license fee they may be required to pay and costs, or if unable to pay any fine levied and any license fee charged hereunder and costs, to imprisonment for a period not exceeding sixty (60) days or until such fine, license fee and costs of committal are paid.
- 5.2. Notwithstanding clause 1 above, any person who commits a second or subsequent offence under this Bylaw within one (1) year of committing a first offence under this Bylaw, is liable on summary conviction to double the fine set for the first offence.
- 5.3. Violation Tag:
- 5.3.1. A Designated Officer is hereby authorized and empowered to issue Violation Tags to any person who the Designated Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- 5.3.2. A Violation Tag may be issued to such person:
- 5.3.2.1. either personally, or;
- 5.3.2.2. by mailing a copy, via register mail, to such person at their last known postal address
- 5.3.3. The Violation Tag shall be in a form approved by the CAO and shall state:
- 5.3.3.1. the name of the person;
- 5.3.3.2. the offense;
- 5.3.3.3. the appropriate penalty for the offense;
- 5.3.3.4. that the penalty shall be paid within 21 days of the issuance of the Violation Tag, and;
- 5.3.3.5. any other information as may be required by the Town.
- 5.3.4. Where a Violation Tag is issued pursuant to this Bylaw, the person to whom the Violation Tag is issued, may, in lieu of prosecution of the offense, pay the Town the penalty specified in the Violation Tag.
- 5.4. Violation Ticket:
- 5.4.1. An Enforcement Officer is hereby authorized and empowered to issue Violation Tickets to any person who the Enforcement Officer has reasonable and probable grounds to believe has contravened any provisions of this Bylaw.
- 5.4.2. A Violation Ticket issued with respect to a contravention of the Bylaw shall be served upon the person responsible for the contravention in accordance with the Provincial Offences Procedure Act, R.S.A. 2000, C. P-34, as amended or repealed and replaced from time to time.
- 5.4.3. The person to whom the Violation Ticket has been issued may plead guilty by making a voluntary payment in respect of the Summons by delivering to the Provincial Court, on or before the initial appearance date, the Violation Ticket together with an amount equal to the specified penalty for the offence.
- 5.4.4. When a Clerk of a Provincial Court records the receipt of a voluntary payment pursuant to section 4 of the Bylaw and, the Provincial Offences Procedure Act, R.S.A. 2000, C. P-34, as amended or repealed and replaced from time to time, the act of recording constitutes acceptance of

the guilty plea and also constitutes conviction and the imposition of a fine in the amount of the specified penalty.

6. Severability

- 6.1. If any term of this Bylaw is found to be invalid, illegal, or unenforceable by a court or tribunal having the jurisdiction to do so, that term is to be considered to have been severed from the rest of this bylaw, and the rest of the bylaw remains in force unaffected by that finding or by the severance of that term.

7. Enactment

- 7.1. This Bylaw shall take effect at the date of final passing thereof.
7.2. Bylaw 484 is hereby rescinded.

First Reading passed in open Council duly assembled in the Town of Sedgewick, in the province of Alberta this ____ day of ____, 2018.

Second Reading passed in open Council duly assembled in the Town of Sedgewick, in the province of Alberta this ____ day of ____, 2018.

Third Reading passed in open Council duly assembled in the Town of Sedgewick, in the province of Alberta this ____ day of ____, 2018.

TOWN OF SEDGEWICK

MAYOR

CHIEF ADMINISTRATIVE OFFICER

Schedule ‘A’

License Fees:

Hawkers and Peddlers License	Daily License	\$ 30.00
	Annual License	\$175.00

Annual Licenses shall cover the calendar year – January 1st to December 31st

Schedule ‘B’

Penalties:

Upon summary conviction any Contravention of any section of the bylaw		\$100 plus Cost of license
Voluntary payment to avoid appearing in Court to answer to the charge	First Offence	\$ 50.00
	2 nd & subsequent offences	\$100.00

Hawkers & Peddlers Bylaw#484

Town of Sedgewick

Bylaw 484

Hawkers and Peddlers License Bylaw

BEING A BYLAW OF THE TOWN OF SEDGEWICK, IN THE PROVINCE OF ALBERTA, TO PROVIDE FOR THE LICENSING, CONTROL AND REGULATION OF HAWKERS AND PEDDLERS WITHIN THE TOWN OF SEDGEWICK.

WHEREAS the Municipal Government Act, being Chapter M-26.1 of the Revised Statutes of Alberta 2000 and amendments thereto, provides that a Council of a Municipality may by Bylaw, control and regulate business, business activities and persons engaged in business within the municipality and provide for a system of licenses, permits or approvals for same, and

WHEREAS it is desirable and in the best interest of the Town of Sedgewick that a Bylaw be passed regulating, licensing and controlling hawkers and peddlers operating within the corporate limits of the Town of Sedgewick.

NOW THEREFORE, the Council of the Town of Sedgewick, duly assembled, hereby enacts as follows:

Section 1

Definitions:

1. **Application** – shall mean application for a Hawkers and Peddlers license and application for renewal of a license required by this Bylaw.
2. **Hawkers and Peddlers License** – means a license issued pursuant to this Bylaw
3. **Council** – shall mean the Council of the Town of Sedgewick
4. **Exemption** – shall mean an exemption to the requirement to obtain a Hawkers and Peddlers License, such exemption to be given by a Council resolution.
5. **Hawker or Peddler** – means a person whether as a principle or agent who:
 - i. goes from residence to residence selling, or offering for sale any merchandise or service to any person, and who is not a wholesale or retail dealer in merchandise or service with a permanent place of business within the Town of Sedgewick;
 - ii. offers or exposes for sale to any person by means of samples, patterns, cuts or blueprints, merchandise to be afterwards delivered or shipped into the Town of Sedgewick, or
 - iii. sells merchandise on the streets or roads or elsewhere than a building that is his permanent place of dwelling or business within the Town of Sedgewick;
6. **Mobile Vending Units** – means a motor vehicle, trailer, or similar structure designed for the purpose of offering products for sale.
7. **Person** – means a person or persons, firm, partnership or body corporate including a partnership, a group or persons acting in concert or any association unless the context explicitly or by necessary implication, otherwise requires.
8. **Town** – means the Town of Sedgewick.

Hawkers & Peddlers Bylaw#484

Section 2

1. No person shall, within the Town of Sedgewick, carry on or operate any business as a hawker or peddler unless he/she hold a valid and subsisting license to conduct such business pursuant to the provisions of this bylaw.
2. Local service groups, producers or organizations may be given an exemption to the requirements of this bylaw, by a letter from the Chief Administrative Officer. An example of such organizations would be the Girl Guides with their annual cookie sale. An example of a local producer would be a market garden and sale of the produce.
3. The person shall make a written Application to the Town of Sedgewick on the form specified in Schedule 'A' which is hereby declared to form a part of this bylaw.
4. When submitting the Application, the person shall pay the required license fee as listed in Schedule 'B' which is hereby declared to form a part of this bylaw.
5. A Hawkers and Peddlers License shall be in effect for the duration stated on the business license provided.
6. Hawkers and Peddlers issued a License under this bylaw shall carry the license on their person at all times when conducting their business within the Town of Sedgewick.
7. The Licensee will produce the license for the inspection by a designated officer for the Town of Sedgewick or upon the request of any customer he approaches within the Town of Sedgewick.
8. A Designated Officer of the Town of Sedgewick may at any time revoke or suspend a license issued under the provisions of this Bylaw for failure to comply with any of the conditions or regulations herein.

Section 3

Conditions and Regulations

1. No Hawkers and Peddlers License shall be granted until such time as the applicant holds a valid Provincial or Federal License, where required by law.
2. No Hawkers and Peddlers License shall be granted until the applicant has submitted to the Designated Officer the proper fee as provided by this Bylaw.
3. Hawkers, Peddlers and salesmen shall not call upon residents before 9:00 a.m. or after 9:00 p.m.
4. Mobile vending units shall not be allowed to park on Town streets. They shall only be allowed on private property with the written consent of the owner, or in places specified by Council resolution.
5. No business shall conduct its operation in such a manner as to offend the general public. Upon receipt of bona fide complaints, the Designated Officer may advise the proprietor of the nature of the complaint and may require that the matter be rectified.
6. If the Designated Officer for the municipality finds a hawker, peddler or mobile vending unit in operation and such hawker, peddler or mobile vending unit does not have a valid and subsisting license to conduct business pursuant to the provisions of this bylaw, the Designated Officer may close the "business" immediately.

Section 4

Penalties

1. Any person who contravenes any provisions of this Bylaw is guilty of an offense and is liable on summary conviction to a fine, as set out in Schedule 'C' in addition to any license fee he may be required to pay and costs, or if unable to pay any fine levied and any license fee charged hereunder and costs, to imprisonment for a period not exceeding sixty (60) days or until such fine, license fee and costs of committal are paid.

2. Where a person is convicted of operating a business for which a license fee is payable, without payment of such fee having been made, the court shall, in addition to the fine imposed pursuant to subsection (1) hereof, direct the payment of the applicable license fee to the municipality.

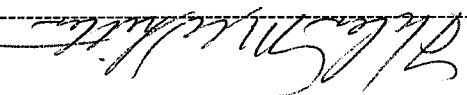
3. Where any of the provisions of this Bylaw have been deemed to be contravened and an offense ticket has been issued for that contravention, the accused may avoid appearing in court to answer to the said charge by submitting to the Municipality a voluntary payment as outlined in Schedule 'C', attached to and forming part of this bylaw.

This Bylaw shall come into force and effect on the date of its final reading.

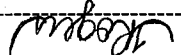
FIRST READING carried this 18th day of August, 2011 A.D.

SECOND READING carried this 18th day of August, 2011 A.D.

THIRD AND FINAL READING carried this 18th day of August, 2011 A.D.



MAYOR HELEN M. WHITTEN



THELMA ROGERS, CAO

DATE: _____

Name and Address of Applicant:

Email: _____ Website Address: _____

Goods or Services being offered for sale: _____

License Duration: From: _____ To: _____

Signature of Applicant

APPLICATION NO. _____

FEE: _____

RECEIPT NO.: _____

LICENSE NO.:

Hawkers & Peddlers Bylaw#484

Schedule ‘B’

License Fees:

Hawkers and Peddlers License	Daily License	\$ 30.00
	Annual License	\$175.00

Annual Licenses shall cover the calendar year – January 1st to December 31st

Schedule ‘C’

Penalties:

Upon summary conviction any		
Contravention of any section of the bylaw		\$100 plus Cost of license
Voluntary payment to avoid appearing in		
Court to answer to the charge	First Offence	\$ 50.00
	2 nd & subsequent offences	\$100.00



BYLAW 550 – TOWN OF SEDGEWICK CEMETERY BYLAW

EXECUTIVE SUMMARY

Administration has combined Bylaw 493, the Cremation Bylaw and Bylaw 519, the Cemetery Bylaw into a single Bylaw 550 and also made several changes to the Bylaw which better aligns it with practices going forward.

BACKGROUND

Changes to the bylaw include:

- Added definition of 'Enforcement Officer'; changed 'Peace Officer' in the document to 'Enforcement Officer' to be more encompassing.
- Pertinent legislation referred to in definitions and better defined throughout bylaw
- Minor changes such as correcting typos, updating references to required documents, updating titles
- Adjusting a misprint in dimensions of acceptable monuments in section 10.5.4.
- The bylaw alluded to a Schedule 'B' which did not form a part of the bylaw
- Schedule 'A' – "an application form for a Monument Permit" has been removed from the bylaw. As this form just collects information as directed by the bylaw, it does not need to form part of the bylaw.

A more significant issue was addressed as follows:

Bylaw 519 (Cemetery Bylaw) included the following:

12.3. The Town and the Cemetery Supervisor shall have no obligation to maintain individual Plots, Monuments or other structures placed on Plots.

In practice, public works has been, on request, removing grave covers, straightening headstones, levelling graves and replacing markers. This is often done at no cost to the Town other than the labour involved and some light materials. There are times, however that the job becomes more complex and there is a more substantial cost to the Town or a danger of causing further damage. To better align with practice, section 12.3 has been removed from the new proposed bylaw and the concept of **Perpetual Care** has been added.

Perpetual Care would consist of having a fee of 10% added to all cemetery related invoices. This amount would be allocated to the Cemetery Reserve to help fund repairs to plots or to the cemetery grounds as required. Should repairs be required in the view of the Cemetery Supervisor or requested by a family member, it would be the financial responsibility of the next of kin, if they are able to be located. If no next of kin reside in the area, then the reserve fund would be used to perform a minimum standard of maintenance to ensure the plot is not unsightly.

This is a simple introduction of the concept of perpetual care and the issue would need to be reviewed more thoroughly in the future along with an appropriate amount for the fee.



TOWN OF SEDGEWICK

REQUEST FOR DECISION

DECEMBER 20TH, 2018
CEMETERY BYLAW

BUDGET IMPLICATIONS

10% additional revenues to be allocated to the Cemetery Reserve.

ALTERNATIVES

1. Council may give first, or first and second, or first, second and third reading to Bylaw 550, The Town of Sedgewick Cemetery Bylaw.
2. Council may direct Administration to make further changes to the proposed bylaw.

RECOMMENDATION

1. That Council give first, or first and second, or first, second and third reading to Bylaw 550, The Town of Sedgewick Cemetery Bylaw.

ATTACHMENTS

1. Bylaw 550, Town of Sedgewick Cemetery Bylaw_DRAFT
2. Bylaw 519, the Cemetery Bylaw
3. Bylaw 493, the Cremation Bylaw

TOWN OF SEDGEWICK
BYLAW NO. 550/18
TOWN OF SEDGEWICK CEMETERY BYLAW

A BYLAW OF THE TOWN OF SEDGEWICK, IN THE PROVINCE OF ALBERTA
RESPECTING MANAGEMENT, MAINTENANCE AND CONTROL OF THE SEDGEWICK
CEMETERY

WHEREAS the *Municipal Government Act*, being Chapter M-26 of the Revised Statutes of Alberta, 2000, hereinafter referred to as the “MGA” provides for Council to pass bylaws, and

AND WHEREAS the Town of Sedgewick hereinafter called the Town, is the owner of the Cemetery situated on the N.E ¼ -17-44-12-W4 and SE ¼ -17-44-12-W4 in the Province of Alberta, more particularly described as follows:

All that portion of the North East quarter of Section Seventeen (17), Township forty-four (44), Range Twelve (12) West of the Fourth Meridian, in the said Province described as follows: Commencing at the South-East corner of said quarter Section, Thence northerly along the Easterly limit thereof 330 feet, Thence Westerly parallel with the Southerly limit of said quarter Section 660 feet, thence Southerly parallel with the Easterly limit of said quarter section 330 feet to the Southerly limit thereof aforesaid, Thence Easterly along the Southerly limit of the said quarter 660 feet to the place of beginning – Containing 2.02 Hectares (5 acres) more or less, to be identified as the “Old Site” and;

All that portion of the South East quarter of Section Seventeen (17) Township Forty-Four (44) Range Twelve (12) West of the Fourth Meridian in the said Province described as follows,-- Commencing at the North East Corner of the said Quarter Section, thence Southerly along the East Boundary thereof Three Hundred and Thirty (330) Feet, Thence Westerly and parallel to the North Boundary thereof Six Hundred and Sixty (660) feet, thence northerly and parallel to the said East Boundary to a point in the said North Boundary, Thence Easterly long the said north Boundary to the point of Commencement the Land hereby described containing five (5) acres more or less, reserving thereout all coal petroleum and valuable stone and also reserving thereout all other mines and minerals as set forth in Transfer 5771 H.I. to be identified as the “New Site.”

AND WHEREAS it is deemed necessary to provide and update regulations and controls for the operation of the Sedgewick Cemetery;

AND WHEREAS this Bylaw shall encompass all sections of the *Cemeteries Act*, R.S.A. 2000, c.C-3 and the General Regulations as amended or repealed or replaced from time to time.

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

1. Citation

1.1. This Bylaw may be cited as the “Sedgewick Cemetery Bylaw”.

2. Definitions

In this Bylaw:

2.1. *Applicant* – means a person who applies for Interment Rights in the Cemetery.

2.2. *Ash Interment* – means the act of burying cremated remains. The act includes the digging of the grave, placement of the ashes and the backfilling of the grave.

2.3. *Burial Permit* – is a document required to bury or cremate the remains of the deceased. It is required by law that cemeteries not perform a burial without a burial permit. If the deceased has been cremated, a Cremation Certificate can be accepted in its place.

2.4. *Burial Vault* – means a structural enclosure for encasing a casket for the Interment of human remains and is mandatory for casket internments in the Sedgewick Cemetery.

- 2.5. CAO** - means Chief Administrative Officer, pursuant to the *MGA*.
- 2.6. Cemetery** – means the Sedgewick Cemetery, as registered pursuant to the *Cemeteries Act*.
- 2.7. Cemetery Supervisor** – means the employee or department of the Town charged with the care and control of the Cemetery, or an employee of the Town to whom the Chief Administrative Officer delegates the responsibilities under this Bylaw for the care and control of the Cemetery.
- 2.8. Concrete Foundation** – means a piece of rectangular concrete which is placed to support a monument. Refer to Section 10 of the Cemetery Bylaw for specifications.
- 2.9. Council** – means the Council of the Town of Sedgewick.
- 2.10. Cremains** – means the cremated remains of the deceased.
- 2.11. Cremation Certificate** – is a document required by law, to bury the cremated remains of the deceased.
- 2.12. Cremation Garden** – means a single 2' by 2' area in the southwest corner behind the Memorial Book cairn in the Sedgewick Cemetery.
- 2.13. Disinter** – means to take from the gravesite.
- 2.14. Enforcement Officer** – means a member of the Royal Canada Mounted Police, a Special Constable, a Bylaw Enforcement Officer or any other Enforcement Officer.
- 2.15. Flowering Ornamental** – means any perennial, annual or bi-annual flowering plant.
- 2.16. Flush Mount** – means parallel/even to the ground.
- 2.17. Funeral Director** – means any registered or licensed embalmer or mortician.
- 2.18. Grave** – a plot designated for burial of human remains and cremated remains.
- 2.19. Grave Cover** – Grave covers are a structure of marble, granite, or similar material placed on the entire burial plot for memorial purposes and set level with the contour of the ground. The installations of such monuments are not permitted in the New Site section of the Sedgewick Cemetery.
- 2.20. Grave Decoration** – is anything that is placed on a grave for memorial purposes.
- 2.21. Grave Marker** – a marker placed on a grave to identify a cremains burial secondary to a monument.
- 2.22. Inter or Interment** – means to place in the gravesite.
- 2.23. Interment Rights** – means the approval granted by the Town to allow the Interment of human remains or cremated human remains.
- 2.24. Legal Representative** – means the legal representative of the estate of a deceased person.
- 2.25. Lot** – means a group of graves without a walkway or roadway between them.
- 2.26. Maintenance Period** – means the general time period from spring to fall, dates dependent on weather conditions.
- 2.27. Memorial Book** – means the granite cairn located in the southwest corner of the Sedgewick Cemetery.
- 2.28. Memorial Plaque** – means a bronze plaque, 3.875" by 2.875", for placement on the Memorial Book Cairn; placement to be determined by the Town.

- 2.29.** *Memorial Plaque niche* – means a single, indented space on the front of the Memorial Book Cairn.
- 2.30.** *MGA* – means the *Municipal Government Act*, R.S.A. 2000, c-M-26, as amended or replaced from time to time.
- 2.31.** *Monument* – means any structure in the Cemetery erected or constructed on any grave or plot for memorial purposes.
- 2.32.** *Monument Permit* – means a permit issued by the Town for the approval and placement or removal or repair of the said monument.
- 2.33.** *New Site* – means the second development of the Cemetery.
- 2.34.** *Old Site* – means the first development of the Cemetery.
- 2.35.** *Ornament* – shall mean an upright solar light or similar decoration.
- 2.36.** *Open and Close* – means the digging of the grave, the placement of the vault, the backfilling of the grave, site clean-up and placement of funeral decorations, and reestablishment of grass as soon as practicable afterwards. This also applies to the digging of a cremation grave by manual or mechanical means.
- 2.37.** *Owner* – means an individual(s), heir(s), Legal Representative or authorized Funeral Director, with Interment Rights for one or more Plots.
- 2.38.** *Person* – shall include an individual, partnership or corporation.
- 2.39.** *Plot* – means one grave.
- 2.40.** *Town* – means the Town of Sedgewick.
- 2.41.** *Reserve Plot(s)* – shall mean a Plot or number of Plots which lie adjacent to one another and which are to be reserved for the burial of one or more deceased members of a family.
- 2.42.** *Tribute* – means an act, statement or gift that is intended to show gratitude, respect or admiration.
- 2.43.** *Urn* – means a container used for storing cremated human remains.
- 2.44.** *Vault* – means a structural enclosure used for encasing a casket for the Internment of human remains.
- 2.45.** *Violation Tag* – means a tag or similar document issued by the Town pursuant to Section 7 of the *MGA*.
- 2.46.** *Violation Ticket* – means a ticket issued pursuant to Part 2 of the *Provincial Offenses Procedures Act*, R.S.A. 2000, c. P-34, as amended or repealed and replaced from time to time, and the regulations thereunder.
- 2.47.** *Woody Ornamentals* – means any trees, shrubs and creeping or climbing plants.
- 2.48.** *Working Hours* – mean the regular hours of work between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding declared or Statutory Holidays.
- 2.49.** Any words not defined in this Bylaw will have the meaning assigned by the *Act*.

3. Duties, Rights and Powers

- 3.1.** The Cemetery Supervisor shall have the sole control of all matters within the Cemetery that are concerned with maintaining the grounds in a neat and pleasing condition, in accordance with this Bylaw, the Town's policies and the *Cemeteries Act*.
- 3.2.** The Cemetery Supervisor is hereby authorized to remove, or have removed, any weeds, grass, funeral designs, stuffed ornaments or floral pieces which may become

wilted, or any grave decoration or any other article or thing which, in the opinion of the Cemetery Supervisor, is unsightly.

- 3.3.** If, in the opinion of the Cemetery Supervisor, any woody ornamentals situated on or about the Cemetery, become, by means of their roots, branches, or any other way detrimental to adjacent plots, walks or driveways, prejudicial to the general appearance of the grounds, or dangerous or inconvenient to the public, the Cemetery Supervisor is authorized to remove such woody ornamentals, or any parts thereof.
- 3.4.** No person shall attach any object to a woody ornamental or fence within the boundaries of the Cemetery.
- 3.5.** No person shall erect upon a plot or lot any fence, railing, wall, border, hedge, coping or the like and where any of the same have been previously erected around a plot or grave and have, by reason of age or neglect, become unsightly or objectionable.
- 3.6.** Every Owner of a Monument or other erection upon any Plot shall maintain it in proper repair.
- 3.7.** When, in the opinion of the Cemetery Supervisor, any structure located on all or part of a Plot, other than a Monument or marker, is in a state of disrepair, the Cemetery Supervisor shall notify the Owner or the Legal Representative in writing, via registered mail, to the last address provided to the Town and require repairs be promptly undertaken. Any Monument or structure not repaired within 90 days after a letter has been set to the Owner or the Legal Representative, to the last known address provided to the Town, may be removed and retained in the custody of the Cemetery Supervisor for a period of 90 days to allow the individual(s) responsible for its maintenance to claim the Monument and return it to an acceptable condition.
- 3.8.** Any structure, for which a notice has been provided pursuant to section 3.7, at the end of the expiry period, the CAO may direct that the structure be retained for a further period of time, be disposed of by public auction or such other directions as the CAO deems appropriate.
- 3.9.** The Cemetery Supervisor may remove any Monument from a Plot when necessary to gain access to another Plot, provided that such monument is re-installed in a like manner.

4. Plots

- 4.1.** Plans for burial purposes, including a record of all interments and disinterments will be kept at the Town of Sedgewick office. Copies of all such plans shall be available for inspection free of charge at the Town Office during regular office hours.
- 4.2.** Plots shall be sold in rotation with no choice as to location.
- 4.3.** A maximum of two (2) adjoining Plots in the New Site may be reserved for Interment Rights, except in the case of the death of dependent child/children, in which case two (2) additional Plots may be reserved.
- 4.4.** No Applicant shall make a reservation for one or more Plots without making payment in full at the time of the application for Interment Rights. Upon payment of the applicable fees for any Plot, pursuant to the Fees & Master Rates Bylaw, the Town shall provide a receipt for the said sum, and provide documentation for such Plot to the Applicant or to the Applicant's Legal Representative.
- 4.5.** No person shall accept any fee or reward for interment of any body in a Plot of which such person has Interment Rights or is the Legal Representative thereof.
- 4.6.** When a Plot is held by two (2) or more Applicants, an order for interment in such Plot or any part thereof will be accepted by the Town of Sedgewick from any one of the said Applicants or a Legal Representative.
- 4.7.** Regardless of the specific wording of any agreement for Interment Rights or any other agreement between the Town and an Applicant holding Interment Rights of a Plot, it is a condition of every agreement relating to the Interment Rights of a Plot, that the

parties to the agreement expressly waive any right to claim against the Town and its officers and employees, arising by reason of any error or mistake in relation to the description of any Plot. The Town's liability shall only extend to a refund of any money paid to the Town for a Plot(s) providing that the Plot(s) suggested as an alternative is/are not acceptable to the purchaser.

4.8. Plots shall not be used for any purpose other than burial grounds for human remains.

5. Transfer, Return & Exchange of Interment Rights

5.1. With a written request from the Applicant or the Legal Representative, the Town may:

- 5.1.1.** Register the transfer of Interment Rights to another person or Legal Representative of a deceased person; this transfer cannot be for remuneration.
- 5.1.2.** accept the return of unused Interment Rights less an Administrative fee, pursuant to the *Cemeteries Act*, without interest;
- 5.1.3.** accept an exchange of the Interment Rights for a Plot;
- 5.1.4.** cancel the existing Interment Rights; or
- 5.1.5.** register new Interment Rights for another Plot.

5.2. Interment Rights cannot be returned or exchanged where there has been an Interment.

5.3. Fees apply to all transfers, returns or exchanges of Interment rights, identified in the Fees and Charges Bylaw, as amended from time to time.

5.4. The Town shall refuse to allow any Interment where the transfer, exchange or return of the Interment rights does not comply with the requirements of the Bylaw.

6. Recovery of Unused plots

6.1. The Town may recover unused Plots according to the *Cemeteries Act*.

7. Cremation Garden

7.1. The Town has designated an area behind the Memorial Book Cairn in the Sedgewick Memorial Cemetery for a Cremation Garden; there are no Interment Rights issued for the Cremation Garden.

7.2. Memorial Plaques, Monuments and Grave Markers are not permitted in the Cremation Garden.

7.3. The Town shall maintain a record of ash interments in the Cremation Garden.

7.4. No person other than a Town Employee or person designated by the CAO shall open or close an interment in the Cremation Garden.

7.5. Cremation Garden Interment and Opening & Closing Fees shall be charged pursuant to the Town's Fees & Charges Bylaw.

8. Interments

8.1. No person other than a Town employee or person designated by the Chief Administrative Officer of the Town shall open or close a Plot or make a disinterment in the Cemetery.

8.2. No Interment shall be permitted in the Cemetery unless and until there has been produced to the Cemetery Supervisor, a registered Burial Permit or a Certificate of Cremation, issued by the proper office of the Government of the Province of Alberta.

8.3. Between May 1 and October 31 in any year, all applications for burials shall be made to the Town of Sedgewick office a minimum of two (2) full working days' notice before the time for Interment. Between November 1 and April 30, all applications for burials shall be made with a minimum of three (3) full working days' notice before the time of Interment. In the calculation of these time limits, Saturdays, Sundays and holidays are not considered working days and shall not be included.

8.4. Interments may be permitted before or after Working Hours or on a Saturday, Sunday and Statutory or Declared Holiday, subject to the payment of the applicable fees identified in the Fees & Rates Bylaw, and as amended from time to time.

8.5. The use of a vault is mandatory for all interments excluding cremains interments.

8.6. Vaults shall be constructed of concrete, plastic-lined concrete, bronze, or copper.

8.7. The type and size of outer cases, liners or oversized caskets shall be identified when ordering an opening for an Interment so the correct size of the grave can be determined. The Town maintains a supply of concrete vaults for sale. For other vault options, the vault shall be at the Cemetery at a reasonable time before the time set for Interment.

8.8. All burials are to be made within the confines of a single Plot. A Plot may only be used for:

8.8.1. a single burial of a person, or

8.8.2. the single burial of a person, but with the provision that up to five (5) ash interments may also occur, or

8.8.3. cremation purposes only, for up to six (6) ash interments.

8.9. Cremains Interments are permitted only after regular Interments have occurred or when no regular Interments will occur. Cremains Interments will only be permitted in Part I of a Plot prior to the installation of a monument.

8.10. All work being conducted in the immediate vicinity of a Plot shall be discontinued during a burial service at the Plot.

9. Disinterments

9.1. No disinterment of a body, regardless of circumstances, shall take place until a permit for disinterment is issued by the Provincial Authority and a copy thereof presented to the Town.

9.2. Disinterment must be attended by the funeral home or authority requesting such service. The funeral home or authority must provide the staff to handle the human remains and all necessary equipment and supplies.

9.3. The Town will only be responsible for locating the top of the rough box, vault or casket.

9.4. Disinterment fees are identified in the Master Rates & Fees Bylaw, as amended from time to time.

9.5. The Individual or authority requesting a disinterment shall give complete and precise instructions regarding the location of the Plot. The Town of Sedgewick shall not be responsible for any errors resulting for the lack of proper instruction.

9.6. When a Plot becomes vacant by disinterment, the Plot may be surrendered to the Town. The Town will in such case, rebate the cost, pursuant to the *Cemeteries Act*, if the Plot is reusable for Interment.

10. Monuments/Grave Markers

10.1. All Persons employed in the construction and erection of Monuments/Grave Markers or doing other work in the Cemetery, whether they are employed by the Town of Sedgewick or not, shall be subject to the direction and control of the Cemetery Supervisor. No work shall proceed until the Town of Sedgewick authorizes it.

10.2. No person shall erect, or cause to be erected, or remove any Monument/Grave Marker without submitting a Monument Permit to erect or remove a Monument/Grave Marker, including a description of the Monument/Grave Marker and receiving approval from the Town.

- 10.3.** Monument permit fees shall be charged in accordance with the Town's Fees Bylaw and are subject to change without notice.
- 10.4.** All Monuments/Grave Markers must be flush mount except in the "Old Site" where monuments and grave markers may be of similar decorum to the neighbouring monument.
- 10.5.** The placement of Monuments/Grave Markers shall comply with the following requirements:
- 10.5.1.** Monuments/Grave Markers must be placed on that portion of the Plot undisturbed by excavation and must be in alignment with other Monuments/Grave Markers in that section of the Cemetery.
 - 10.5.2.** No Person shall install a Monument/Grave Marker in any area within the Cemetery unless it conforms to the type and style of Monument/Grave Marker permitted to be installed in that area.
 - 10.5.3.** Monuments shall be constructed of granite, marble or bronze.
 - 10.5.4.** Monuments in the Cemetery shall be plaques with a maximum size of 116 centimeters (46 inches) by 66 centimeters (26 inches) for a single, or 137 centimeters (54 inches) by 81 centimeters (32 inches) for a double plot; sizes include the foundation base and may not exceed dimensions.
 - 10.5.5.** 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 55.89 centimeters (22 inches). Accessories are not permitted on the cremains 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.
 - 10.5.6.** Each Plot may have, upon receiving written approval from the Town, one foundation with one Monument with a maximum of six (6) names or an original Monument and a maximum of five (5) cremains' Grave Markers placed down the center of the grave.
 - 10.5.7.** Grave Markers shall be placed on a concrete base as follows unless otherwise authorized by the Cemetery Supervisor as per section 5.5 (e):
 - 10.5.7.1.** On a rectangular piece of concrete of not less than 3400 lbs P.S.A. strength and not less than a four-inch thickness;
 - 10.5.7.2.** be placed level with the surrounding ground contour with no corners protruding, and;
 - 10.5.7.3.** be a maximum of four (4) inches wide on all sides of the monument or monument base it is going to support.
 - 10.5.8.** No Monument/Grave Markers including the monument foundation shall exceed the maximum dimensions per Section 10 of the Bylaw.
 - 10.5.9.** Inscriptions on Monuments/Grave Markers must be of sufficient depth and quality so as to be legible and durable. Metal plaques which oxidize or deteriorate are not permitted excluding bronze monuments or grave markers.
 - 10.5.10.** No inscription shall be placed on any Monument/Grave Marker, which is not in keeping with the dignity and decorum of the Cemetery.
 - 10.5.11.** Notwithstanding the provisions of this Section, each Monument/Grave Marker shall be in keeping with the appearance of other Monuments/Grave Markers in the Cemetery and with the character of the Cemetery.

- 10.5.12.** The Town of Sedgewick may refuse the placement of any Monument/Grave Marker, which may otherwise conform to these regulations, should it be determined that the proposed Monument/Grave Marker is not appropriate for placement in the Cemetery.
- 10.5.13.** Lettered boards, or memorial designs of any description designating graves, other than the standard temporary marker provided by the funeral home, will not be permitted. The standard temporary marker provided by the funeral home may be removed after a period of one year from the date of the burial. The Town is not responsible for standard temporary markers.
- 10.5.14.** All persons employed by a monument supply firm shall be subject to the direction and control of the Cemetery Supervisor while providing delivery of monuments to the Cemetery and shall provide twenty-four working hours' notice to inform the Town of when an installation is required.
- 10.5.15.** All earth, debris, litter and rubbish arising or resulting from work done on any burial plot shall be carefully cleaned up and removed from the Cemetery.
- 10.5.16.** The Town may, from time to time, report to the Applicant(s) or Legal Representative on the condition of any Monument/Grave Marker in need of repair, and it shall be the duty of the Applicant or Legal Representative of such Monument/Grave Marker, to repair same without delay to the satisfaction of the Cemetery Supervisor.
- 10.5.17.** When the installation of a Monument/Grave Marker and or foundation is in non-compliance with the Cemetery Bylaw, a notice identifying the non-compliance will be issued by the Town. If the problem is not rectified in a reasonable amount of time, the Cemetery Supervisor has the authority to remove the monument in question pursuant to Cemetery Bylaw Part 3 and Part 13.

11. Grave Decorations

11.1. Grave Decorations placed at the Cemetery shall conform to the following guidelines:

11.1.1. Flowers and similar decorations shall be placed in an approved upright affixed vase attached to the monument. Ornaments and/or decorations must fit firmly in the upright affixed vase; OR

11.1.2. In the instance where an approved upright affixed vase is not available the Town shall permit the use of a conduit pipe in the following dimensions:

- eighteen (18) inches in length by one and a half (1 ½) inches in diameter; or
- eighteen (18) inches in length by one (1) inch in diameter; or
- eighteen (18) inches in length by three-quarter (¾) inches in diameter

to be buried eight (8") to twelve (12") in depth in the ground at the head of the grave for flowers, ornaments or similar decorations. Ornaments and/or decorations must fit firmly in the conduit pipe(s).

11.1.2.1. All conduit pipes must be purchased from the Town to ensure similar decorum. Fees shall be charged in accordance with the Town's Fees and Charges Bylaw and may be subject to change without notice.

11.1.2.2. Only ONE upright affixed vase and/or one piece of conduit pipe with flowers, ornaments or similar decorations are permitted per individual interment at the head of the grave.

11.1.2.3. The placement of ONE additional ornament shall be permitted per single grave and TWO additional ornaments permitted per double grave. The additional ornaments MUST be adhered/securedly fastened to the monument surface and constructed from a heavy substance which excludes but is not limited to glass, china or

plastic. The ornament(s) may NOT be affixed or securely fastened to the foundation base.

11.1.2.4. Any unauthorized ornaments or decorations shall be removed at the discretion of the Cemetery Supervisor.

11.1.2.5. Any unauthorized grave decorations removed at the discretion of the Cemetery Supervisor shall be held at the Town Office for ninety (90) days unless the items are deteriorated or damaged at which time they may be disposed of. Any unclaimed items shall be disposed of at the landfill without notice following the ninety (90) days.

11.1.3. Flowers and potted plants shall not be placed on the turf area of graves except where provided otherwise herein. See Section 3.

11.2. Tributes, flowers, potted plants, grave decorations and/or ornaments following a burial may be left for thirty (30) calendar days to allow for grieving after which time they may be removed and disposed of by the Cemetery Supervisor; following the thirty (30) calendar days; Section 12 shall apply.

11.3. The Cemetery Supervisor is authorized to remove any grave decorations that do not conform to the provisions of this Bylaw.

11.4. The placement of grave decorations in the Cemetery is at the sole risk of the owner.

12. Maintenance

12.1. The Cemetery Supervisor shall be responsible for the maintenance of the Cemetery grounds and the area around the Memorial Book.

12.2. The Town and the Cemetery Supervisor are not obligated to provide maintenance beyond the Maintenance Period due to damage that can occur to the grounds and/or the difficulties of the freeze/thru seasons. The Town reserves the right to alter the commencement and termination of the Maintenance Period for whatever reason.

12.3. A Copy of all Monument Perpetual Care agreements must be provided to the Town.

12.4. No person shall throw, abandon or otherwise dispose of rubbish anywhere within the Cemetery except in receptacles specifically provided for that purpose by the Town.

12.5. No person shall place anything on or adjacent to a Plot which in the opinion of the Cemetery Supervisor, restricts or hampers regular maintenance activities.

12.6. No person shall plant any shrub, tree or flowers in any part of the Cemetery without first obtaining written approval from the Town.

13. Perpetual Care

13.1. The Town of Sedgewick provides Perpetual Care for the Sedgewick Cemetery.

13.2. A Perpetual Care Fee of ten (10) percent shall be added to all Cemetery Fees and/or invoices and transferred to a Cemetery Reserve Fund in order to provide for future maintenance.

13.3. One hundred (100) percent of applicable grants shall be transferred to a Cemetery Reserve Fund or used in the current year for the purpose of Cemetery Perpetual Care.

13.4. Perpetual Care shall include:

13.4.1. reasonable maintenance to Plots in which the deceased has no identified Legal Representative, which shall be confirmed by:

13.4.1.1. Sending a notice of required maintenance to the recorded Owner or Legal Representative and no response is received within ninety (90) days or the notice is "Return to Sender."

13.3.2 Reasonable maintenance to be defined as:

- 13.3.2.1.** straightening of headstones and levelling of grave covers
- 13.3.2.2.** removal of broken or damaged grave covers
- 13.3.2.3.** removal of damaged headstones and placement of a plaque or marker, with size and design to be determined by the Cemetery Supervisor.

13.5. Perpetual Care does not include:

13.5.1. in the event the Owner or Legal Representative of a Plot is identified, the care, maintenance, repair and replacement of any Monument or any other memorial structure, except the Memorial Book cairn;

13.5.2. any personal property constructed or placed in the Cemetery;

13.5.3. the maintenance of any flower beds or vegetation planted by any person; and,

13.5.4. in the event the Owner or Legal Representative of a Plot is identified, the repair or replacement of any damage caused by vandalism, regardless of whether any such construction, placing or planting has been approved by the Town,

14. Memorial Book Cairn

14.1. Applicant(s) or their Legal Representative(s) may reserve a niche on the Town of Sedgewick Memorial Book Cairn upon payment of applicable fees pursuant to the Fees & Charges Bylaw.

14.2. The Town will determine the location of the Memorial Book Cairn niche(s) being purchased.

14.3. Applicant(s) or their Legal Representative, upon reservation of a niche(s) on the Memorial Book Cairn must order and purchase a Memorial Plaque from the Town of Sedgewick, pursuant to the Fees & Charges Bylaw.

14.4. The Cemetery Supervisor will install all Memorial Book plaques. The Applicant(s) or their Legal Representative will be responsible for a plaque installation fee pursuant to the Fees & Charges Bylaw.

14.5. Memorial Plaques on the Memorial Book are provided for humans only.

15. General Provisions

15.1. No person shall enter the Cemetery carrying a firearm unless such Person is participating in a military funeral and has lawful authority to bear such a firearm.

15.2. No Person shall create any nuisance, engage in activities such as games or sport, or otherwise engage in any activity that is, in the opinion of the Cemetery Supervisor, or an Enforcement Officer, indecent or disrespectful, disturbing to solemnity or repose of the Cemetery, or disturbing of other persons assembled for the purpose of a funeral or internment within the Cemetery.

15.3. No unauthorized person shall drive a vehicle through the Cemetery at a speed exceeding 15 kilometres or upon any part of the Cemetery except on the roadway provided specifically for vehicular access.

15.4. No person shall ride an All-Terrain Vehicle, snowmobile or horse in the Cemetery except as part of a funeral procession.

15.5. There shall be no canvassing, advertising or placement of advertising trademarks on any monument within the Cemetery.

15.6. No person shall ride a bicycle over the graves, nor lean same against any monument or monument base, nor leave same on any grave.

- 15.7.** No person other than the Cemetery Supervisor shall disturb or remove or place any Flowering Ornament, Woody Ornamental, sod or dirt anywhere in the Cemetery.
- 15.8.** No Person shall destroy, damage, alter, write on, deface, injure or remove any Monument, marker, structure, railing, fence, or other work for the protection, maintenance or ornamentation of the Cemetery or Plot, or any vehicle, building, machinery, tool, equipment, or any other material placed or left in the Cemetery.
- 15.9.** No Person shall deposit any paper, sticks or refuse of any kind on any portion of the lands within the boundaries of the Cemetery except in receptacles provided for that purpose.
- 15.10.** No animal shall be allowed in the Cemetery unless such animal is on a leash and under the control of an adult Person.

16. Offences and Penalties

- 16.1.** Any person who commits any act or omission contrary to this Bylaw is guilty of an offence and is liable to pay a fine not exceeding \$500.00 exclusive of costs, for breach thereof or in the case of non-payment of the fine and costs, imprisonment not exceeding sixty (60) days.
- 16.2.** Notwithstanding section 16.1 of this Bylaw, any person who commits a second or subsequent offence under this Bylaw within one (1) year of committing a first offence under this Bylaw, is liable on summary conviction to double the fine set for the first offence.

17. Violation Tag

- 17.1.** An Enforcement Officer is hereby authorized and empowered to issue Violation Tags to any person who the Enforcement Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- 17.2.** A Violation Tag may be issued to such person:
 - 17.2.1.** either personally; or
 - 17.2.2.** by mailing a copy, via registered mail, to such person at his or her last known postal address.
- 17.3.** The Violation Tag shall be in a form approved by the Chief Administrative Officer and shall state:
 - 17.3.1.** The name of the person;
 - 17.3.2.** the offense;
 - 17.3.3.** the appropriate penalty for the offense;
 - 17.3.4.** that the penalty shall be paid within 21 days of the issuance of the Violation Tag; and,
 - 17.3.5.** any other information as may be required by the Town.
- 17.4.** Where a Violation Tag is issued pursuant to this Bylaw, the person to whom the Violation Tag is issued may in lieu of prosecution of the offense, pay the Town the penalty specified in the Violation Tag.

18. Violation Tickets

- 18.1.** An Enforcement Officer is hereby authorized and empowered to issue Violation Tickets to any person who the Enforcement Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- 18.2.** A Violation Ticket issued with respect to a contravention of this Bylaw shall be served upon the person responsible for the contravention in accordance with the *Provincial Offences Procedure Act*, R.S.A. 2000, C. p-34, as amended or repealed and replaced from time to time.
- 18.3.** The person to whom the Violation Ticket has been issued may plead guilty by making a voluntary payment in respect of the Summons by delivering to the Provincial Court, on or before the initial appearance date, the Violation Ticket together with an amount equal to the specified penalty for the offence.

18.4. When a Clerk of the Provincial Court records the receipt of a voluntary payment pursuant to section 18.3 of the Bylaw and the *Provincial Offences Procedure Act*, the act of recording constitutes acceptance of the guilty plea and also constitutes a conviction and the imposition of a fine in the amount of the specified penalty.

19. Severability

19.1. If any term of this Bylaw is found to be invalid, illegal, or unenforceable by a court or tribunal having the jurisdiction to do so, that term is to be considered to have been severed from the rest of this bylaw, and the rest of the bylaw remains in force unaffected by that finding or by the severance of that term.

20. Enactment

20.1. This Bylaw shall take effect at the date of final passing thereof.

20.2. Upon final passing of this Bylaw, Bylaws 493 and 519 are rescinded.

First Reading passed in open Council duly assembled in the Town of Sedgewick, in the province of Alberta this ____ day of ____, 2018.

Second Reading passed in open Council duly assembled in the Town of Sedgewick, in the province of Alberta this ____ day of ____, 2018.

Third Reading passed in open Council duly assembled in the Town of Sedgewick, in the province of Alberta this ____ day of ____, 2018.

TOWN OF SEDGEWICK

MAYOR

CHIEF ADMINISTRATIVE OFFICER

Town of Sedgewick
Bylaw 519
Cemetery Bylaw

A Bylaw of the Town of Sedgewick respecting management and control of the Sedgewick Cemetery;

Whereas the *Municipal Government Act*, being Chapter M-26 of the Revised Statutes of Alberta, 2000, hereinafter referred to as the “M.G.A.” provides for Council to pass bylaws, and

And Whereas the Town of Sedgewick, hereinafter call the Town, is the owner of the Cemetery situated on the N.E ¼ -17-44-12-W4 and SE ¼ -17-44-12-W4 in the Province of Alberta, more particularly described as follows:

All that portion of the North East quarter of Section Seventeen (17), Township forty-four (44), Range Twelve (12) West of the Fourth Meridian, in the said Province described as follows:-- Commencing at the South-East corner of said quarter Section, Thence northerly along the Easterly limit thereof 330 feet, Thence Westerly parallel with the Southerly limit of said quarter Section 660 feet, thence Southerly parallel with the Easterly limit of said quarter section 330 feet to the Southerly limit thereof aforesaid, Thence Easterly along the Southerly limit of the said quarter 660 feet to the place of beginning – Containing 2.02 Hectares (5 acres) more of less, to be identified as the “Old Site” and;

All that portion of the South East quarter of Section Seventeen (17) Township Forty-Four (44) Range Twelve (12) West of the Fourth Meridian in the said Province described as follows,-- Commencing at the North East Corner of the said Quarter Section, thence Southerly along the East Boundary thereof Three Hundred and Thirty (330) Feet, Thence Westerly and parallel to the North Boundary thereof Six Hundred and Sixty (660) feet, thence northerly and parallel to the said East Boundary to a point in the said North Boundary, Thence Easterly long the said north Boundary to the point of Commencement the Land hereby described containing five (5) acres more of less, reserving thereout all coal petroleum and valuable stone and also reserving thereout all other mines and minerals as set forth in Transfer 5771 H.I. to be identified as the “New Site.”

And Whereas it is deemed necessary to provide and update regulations and controls for the operation of the Sedgewick Cemetery;

And Whereas this bylaw shall encompass all sections of the *Cemeteries Act*, R.S.A. 2000, c.C-3 and the General Regulations as amended or repealed or replaced from time to time.

Now Therefore the Council of the Town of Sedgewick, duly assembled enacts as follows:

Short Title

This bylaw may be cited as the “**Cemetery Bylaw**”

Section 1 - Definitions

In this Bylaw:

- 1.1 *Ash Interment* – means the act of burying cremated remains. The act includes the digging of the grave, placement of the ashes and the backfilling of the grave.
- 1.2 *Bylaw Enforcement Officer* – means a Bylaw Enforcement Officer appointed by the Town pursuant to the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended or repealed and replaced from time to time, to enforce the Town’s bylaws, and includes a member of the Royal Canadian Mounted Police, a Peace Officer and when authorized by Council, a Special Constable.
- 1.3 *CAO* - means Chief Administrative Officer
- 1.4 *Cemetery* – means land that is set apart or used as a place for the burial of dead human bodies or other human remains or in which dead human bodies or other human remains are buried.

**Town of Sedgewick
Bylaw 519
Cemetery Bylaw**

- 1.5 *Cemetery Supervisor* – means the employee or department of the Town charged with the care and control of the Cemetery, or an employee of the Town to whom the Chief Administrative Officer delegates the responsibilities under this Bylaw or a Volunteer organization delegated the responsibilities for the care and control of the Cemetery.
- 1.6 *Concrete Foundation* – means a piece of rectangular concrete which is placed to support a monument. Refer to Section 5.5 of the Cemetery Bylaw for specifications.
- 1.7 *Council* – means the Council of the Town of Sedgewick;
- 1.8 *Disinter* – means to take from the gravesite
- 1.9 *Flowering Ornamental* – means any perennial, annual or bi-annual flowering plant.
- 1.10 *Flush Mount* – means parallel/even to the ground.
- 1.11 *Funeral Director* – means any registered or licensed embalmer or mortician;
- 1.12 *Grave* – a plot designated for burial of human remains and cremated remains.
- 1.13 *Grave Cover* – Grave covers are a structure of marble, granite, or similar material placed on the entire burial plot for memorial purposes and set level with the contour of the ground. The installations of such monuments are not permitted in the New/Old Site.
- 1.14 *Grave Decoration* – is anything that is placed on a grave for memorial purposes.
- 1.15 *Grave Marker* – a marker placed on a grave to identify a cremains burial secondary to a monument.
- 1.16 *Grave liner* – means a concrete or metal rough box placed in a grave to house a casket
- 1.17 *Lot* – means a group of graves without a walkway or roadway between them
- 1.18 *Memorial Book Monument* – means the granite cairn located in the southwest corner of the New Site.
- 1.19 *Monument* – means any structure in the Cemetery erected or constructed on any grave or plot for memorial purposes.
- 1.20 *Monument Permit* – means a permit issued by the Town for the approval and placement or removal or repair of the said monument.
- 1.21 *New Site* – means the second development of the Cemetery.
- 1.22 *Old Site* – means the first development of the Cemetery.
- 1.23 *Ornament* – shall mean an upright solar light or similar decoration.
- 1.24 *Ongoing Maintenance* – means a general term used to designate all the various types of work the Town does to ensure that the burial plots and the continuous foundations are kept in good repair and that the surrounding grounds are properly cared for. This does not include monument care.
- 1.25 *Open and Close* – means the digging of the grave, the placement of the rough box or vault, the backfilling of the grave, site clean up and placement of funeral decorations, and reestablishment of grass as soon as practicable afterwards. This also applies to the digging of a cremation grave by manual or mechanical means.
- 1.26 *Owner* – means a person, heir, executor or authorized funeral director, with burial privileges for one or more plots.
- 1.27 *Person* – shall include an individual, partnership or corporation.
- 1.28 *Plot* – means one grave.
- 1.29 *Town* – means the Town of Sedgewick.
- 1.30 *Reserve Plot(s)* – shall mean a plot or number of plots which lie adjacent to one another and which are to be reserved for the burial of one or more deceased members of a family.

Town of Sedgewick
Bylaw 519
Cemetery Bylaw

- 1.31 *Tribute* – means an act, statement or gift that is intended to show gratitude, respect or admiration.
- 1.32 *Violation Tag* – means a tag or similar document issued by the Town pursuant to Section 7 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended and replaced from time to time.
- 1.33 *Violation Ticket* – means a ticket issued pursuant to Part 2 of the *Provincial Offenses Procedures Act*, R.S.A. 2000, c. P-34, as amended or repealed and replaced from time to time, and the regulations thereunder.
- 1.34 *Woody Ornamentals* – means any trees, shrubs and creeping or climbing plants
- 1.35 *Working Hours* – mean the regular hours of work between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding declared or Statutory Holidays.

Section 2: Duties, Rights and Powers

- 2.1 The Cemetery Supervisor shall have the sole control of all matters within the Cemetery that are concerned with maintaining the grounds in a neat and pleasing condition, in accordance with this bylaw, the Town's policies and the *Cemeteries Act*, R.S.A. 2000 c.C-3, as amended or repealed or replaced from time to time.
- 2.2 The Cemetery Supervisor is hereby authorized to remove, or have removed, any weeds, grass, funeral designs, stuffed ornaments or floral pieces which may become wilted, or any grave decoration or any other article or thing which, in the opinion of the Cemetery Supervisor, is unsightly.
- 2.3 If, in the opinion of the Cemetery Supervisor, any woody ornamentals situated on or about the Cemetery, become, by means of their roots, branches, or any other way detrimental to adjacent plots, walks or driveways, prejudicial to the general appearance of the grounds, or dangerous or inconvenient to the public, the Cemetery Supervisor is authorized to remove such woody ornamentals, or any parts thereof.
- 2.4 No person shall attach any object to a woody ornamental or fence within the boundaries of the Cemetery.
- 2.5 No person shall erect upon a plot or lot any fence, railing, wall, border, hedge, coping or the like and where any of the same have been previously erected around a plot or grave and have, by reason of age or neglect, become unsightly or objectionable.
- 2.6 Every owner of a Monument or other erection upon any Plot shall maintain it in proper repair.
- 2.7 When, in the opinion of the Cemetery Supervisor, any structure located on all or part of a plot, other than a Monument or marker, is in a state of disrepair, the Cemetery Supervisor shall notify the Owner or the owner's agent in writing, via registered mail, to the last address provided to the Town and require repairs be promptly undertaken. Any monument or structure not repaired within 90 days after a letter has been set to the owner or his personal representative, to the last known address provided to the Town, may be removed and retained in the custody of the Cemetery Supervisor for a period of 90 days to allow the person responsible for its maintenance to claim the monument and return it to an acceptable condition.
- 2.8 Any structure, for which a notice has been provided pursuant to section 2.7, at the end of the expiry period, Council may direct that the structure be retained for a further period of time, be disposed of by public auction or such other directions as Council deems appropriate.
- 2.9 The Cemetery Supervisor may remove any monument from a plot when necessary to gain access to another plot, provided that such monument is re-installed in a like manner.

Section 3: Plots

Town of Sedgewick
Bylaw 519
Cemetery Bylaw

- 3.1 Plans for burial purposes, including a record of all interments and disinterments will be kept at the Town of Sedgewick office. Copies of all such plans shall be available for inspection free of charge at the Town Office during regular office hours.
- 3.2 Plots shall be sold in rotation with no choice as to location.
- 3.3 A maximum of two (2) adjoining plots may be sold for reservation, except in the case of the death of dependant child/children, in which case two (2) additional plots may be reserved for future use.
- 3.4 No Person shall make a reservation for one or more plots without making payment in full at the time of the reservation. Upon payment of the full price of any plot, the Town shall provide a receipt for the said sum, and provide a cemetery deed for such plot to such person or to that person's personal representative, as such person may appoint.
- 3.5 The owner of any plot or plots shall not sell except to the Town in which case the offer must be in writing.
- 3.6 The owner of reserve plots may cancel his/her reservations by advising the Town in writing.
- 3.7 The Town will refund the market value of a plot(s) at the time of the sale or cancellation, less fifteen (15) percent for administration pursuant to the *Cemeteries Act*, R.S.A. 2000, c.C-3.
- 3.8 Plots may be transferred from one family member to another family member. No transfer shall be valid unless it is duly registered with the Town.
- 3.9 No person shall accept any fee or reward for interment of any body in a plot of which such person is the owner, or over which that person exercises any power of control.
- 3.10 When a plot is held by two (2) or more Persons, an order for interment in such plot or any part thereof will be accepted by the Town of Sedgewick from any one of the said Persons or their personal representative.
- 3.11 Plots shall not be used for any purpose other than burial grounds for human remains.
- 3.12 All burials are to be made within the confines of a single Plot. A full plot may only be used for:
 - (a) A single burial of a person, or
 - (b) the single burial of a person, but with the provision that up to five (5) ash interments may also occur, or
 - (c) cremation purposes only, for up to six (6) ash interments.
- 3.13 Ash interments are permitted only after regular interments have occurred or when no regular interments will occur. Ash interments will only be permitted in Part I of a grave prior to the installation of a monument.
- 3.14 No person other than a Town employee or person designated by the Chief Administrative Officer of the Town shall open or close a Plot or make a disinterment in the Cemetery.
- 3.15 Regardless of the specific wording of any sale agreement or other agreement between the Town and a purchaser of a Plot, it is a condition of every agreement relating to the sale or use of a Plot, that the parties to the agreement expressly waive any right to claim against the Town and its officers and employees, arising by reason of any error or mistake in relation to the description of any burial plot. The Town's liability shall only extend to a refund of any money paid to the Town for a plot(s) providing that the plot(s) suggested as an alternative is/are not acceptable to the purchaser.
- 3.16 It is a condition of sale of every burial plot that the Town has the right to reclaim all unused burial plots after the period of twenty (20) years has expired, pursuant to the *Cemeteries Act*, R.S.A. 2000 c.C-3, as amended or repealed or replaced from time to time.

**Town of Sedgewick
Bylaw 519
Cemetery Bylaw**

Section 4: Interments and Disinterments

- 4.1 Opening and closing for interment and disinterments must be completed by the Cemetery Supervisor.
- 4.2 No interment shall be permitted in the Cemetery unless and until there has been produced to the Cemetery Supervisor, a burial permit issued by the proper office of the Government of the Province of Alberta or other Province, State or Country.
- 4.3 Between May 1 and October 31 in any year, all applications for burials shall be made to the Town of Sedgewick office at least 48 hours before the time for interment. Between November 1 and April 30, all applications for burials shall be made at least seventy-two (72) hours before the time of interment. In the calculation of these time limits, Sundays and holidays shall not be included.
- 4.4 The use of grave liners is mandatory except for cremains.
- 4.5 Grave liners shall be constructed of concrete, plastic-lined concrete, bronze, or copper.
- 4.6 The type and size of outer cases, liners or oversized caskets shall be identified when ordering an opening for an interment so the correct size of the grave can be determined. The Town maintains a supply of concrete liners for sale. For other grave liner options the liner shall be at the Cemetery at a reasonable time before the time set for interment.
- 4.7 The burial of cremated remains shall be in such portion or portions of the Cemetery as may be designated by the Cemetery Supervisor.
- 4.8 All work being conducted in the immediate vicinity of a Plot shall be discontinued during a burial service at the Plot.
- 4.9 No disinterment of a body, regardless of circumstances, shall take place until a permit for disinterment is issued by the Provincial Government and a copy thereof presented to the Town. Disinterment must be attended by the funeral home requesting such service. The funeral home must provide the staff to handle the human remains and all necessary equipment and supplies. Town staff will only be responsible for locating the rough box, vault or grave liner or casket and opening and closing of the grave; an additional charge may apply.
- 4.10 The Person requesting a disinterment shall give complete and precise instructions regarding the location of the grave. The Town of Sedgewick shall not be responsible for any errors resulting for the lack of proper instruction.

Section 5: Monuments/Grave Markers

- 5.1 All Persons employed in the construction and erection of Monuments/Grave Markers or doing other work in the Cemetery, whether they are employed by the Town of Sedgewick or not, shall be subject to the direction and control of the Cemetery Supervisor. **No work shall proceed until the Town of Sedgewick authorizes it.**
- 5.2 No person shall erect, or cause to be erected, or remove any Monument/Grave Marker without submitting a Monument Permit to erect or remove a Monument/Grave Marker, including a description of the Monument/Grave Marker and receiving approval from the Town.
- 5.3 A Monument Permit is required prior to purchase and placement of all Monuments/Grave Markers. Monument permit fees shall be charged in accordance with the Towns Fees Bylaw and are subject to change without notice.
- 5.4 All Monuments/Grave Markers must be flush mount except in the "Old Site" monuments and grave markers may be of similar decorum to the neighboring monument.
- 5.5 The placement of Monuments/Grave Markers shall comply with the following requirements:

Town of Sedgewick

Bylaw 519

Cemetery Bylaw

- a. Monuments/Grave Markers must be placed on that portion of the Plot undisturbed by excavation and must be in alignment with other Monuments/Grave Markers in that section of the Cemetery.
- b. No Person shall install a Monument/Grave Marker in any area within the Cemetery unless it conforms to the type and style of Monument/Grave Marker permitted to be installed in that area.
- c. Monuments shall be constructed of granite, marble or bronze.
- d. Monuments in the cemetery shall be plaques with a maximum size of 116 centimeters (46 inches) by 66 centimeters (26 inches) for a single, or 137 centimeters (54 inches) by 81 centimeters (32 inches) for a double plot; sizes include the foundation base and may not exceed dimensions.
- e. 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 45.72 centimeters (18 inches) by 71.12 centimeters (28 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.
- f. Each plot may have, upon receiving written approval from the Town, one foundation with one Monument with a maximum of six (6) names or an original Monument and a maximum of five (5) cremain Grave Markers placed down the center of the grave.
- g. Grave Markers shall be placed on a concrete base as follows unless otherwise authorized by the Cemetery Supervisor as per section 5.5 (e):
 - i. On a rectangular piece of concrete of not less than 3400 lbs P.S.A. strength and not less than a four-inch thickness;
 - ii. Be placed level with the surrounding ground contour with no corners protruding;
 - iii. Be a maximum of four (4) inches wide on all sides of the monument or monument base it is going to support.
- h. No Monument/Grave Markers including the monument foundation shall exceed the maximum dimensions per Sections 5 of the Bylaw.
- i. Inscriptions on Monuments/Grave Markers must be of sufficient depth and quality so as to be legible and durable. Metal plaques which oxidize or deteriorate are not permitted excluding bronze monuments or grave markers.
- j. No inscription shall be placed on any Monument/Grave Marker, which is not in keeping with the dignity and decorum of the Cemetery.
- k. Notwithstanding the provisions of this Section, each Monument/Grave Marker shall be in keeping with the appearance of other Monuments/Grave Markers in the Cemetery and with the character of the Cemetery.
- l. The Town of Sedgewick may refuse the placement of any Monument/Grave Marker, which may otherwise conform to these regulations, should it be determined that the proposed Monument/Grave Marker is not appropriate for placement in the Cemetery.
- m. Lettered boards, or memorial designs of any description designating graves, other than the standard temporary marker provided by the funeral home, will not be permitted. The standard temporary marker provided by the funeral home may be removed after a period of one year from the date of the burial. The Town is not responsible for standard temporary markers.

Town of Sedgewick

Bylaw 519

Cemetery Bylaw

- n. All persons employed by a monument supply firm shall be subject to the direction and control of the Cemetery Supervisor while providing delivery of monuments to the Cemetery and shall provide twenty-four working hours' notice to inform the Town of when an installation is required.
- o. All earth, debris, litter and rubbish arising or resulting from work done on any burial plot shall be carefully cleaned up and removed from the Cemetery.
- p. The Town may, from time to time, report to the owners or next of kin on the condition of any Monument/Grave Marker in need of repair, and it shall be the duty of the owner of such Monument/Grave Marker, or the next of kin, to repair same without delay to the satisfaction of the Cemetery Supervisor.
- q. When the installation of a Monument/Grave Marker and or foundation is in non-compliance with the Cemetery Bylaw, a notice identifying the non-compliance will be issued by the Town. If the problem is not rectified in a reasonable amount of time, the Cemetery Supervisor has the authority to remove the monument in question pursuant to Cemetery Bylaw Part 2.7.

Section 6: Grave Decorations

- 6.1 Grave Decorations placed at the Cemetery shall conform to the following guidelines:
 - a. Flowers and similar decorations shall be placed in an approved upright affixed vase attached to the monument. Ornaments and/or decorations must fit firmly in the upright affixed vase; OR
 - b. In the instance where an approved upright affixed vase is not available the Town shall permit the use of a conduit pipe eighteen (18)" length (x) one (1 ½)" in diameter OR eighteen (18)" length (x) one (1)" OR eighteen (18)" length (x) three quarter (¾)" in diameter buried eight (8)" to twelve (12)" in depth in the ground at the head of the grave for flowers, ornaments or similar decorations. Ornaments and/or decorations must fit firmly in the conduit pipe(s).
 - i. All conduit pipes must be purchased from the Town to ensure similar decorum. Fees shall be charged in accordance with the Town's Fees and Charges Bylaw and may be subject to change without notice.
 - ii. Only ONE upright affixed vase and/or one piece of conduit pipe with flowers, ornaments or similar decorations are permitted per individual interment at the head of the grave.
 - iii. The placement of ONE additional ornament shall be permitted per single grave and TWO additional ornaments permitted per double grave. The additional ornaments MUST be adhered/securedly fastened to the monument surface and constructed from a heavy substance which excludes but is not limited to glass, china or plastic. The ornament(s) may NOT be affixed or securedly fastened to the foundation base.
 - iv. Any unauthorized ornaments or decorations shall be removed at the discretion of the Cemetery Supervisor.
 - v. Any unauthorized grave decorations removed at the discretion of the Cemetery Supervisor shall be held at the Town Office for ninety (90) days unless the items are deteriorated or damaged at which time they may be disposed of. Any unclaimed items shall be disposed of in the landfill without notice following the ninety (90) days.
 - c. Flowers and potted plants shall not be placed on the turf area of graves except where provided otherwise herein. See Section (6.2) (6.3).

Town of Sedgewick
Bylaw 519
Cemetery Bylaw

- 6.2 Tributes, flowers, potted plants, grave decorations and/or ornaments following a burial may be left for thirty (30) calendar days to allow for grieving after which time they may be removed and disposed of by the Cemetery Supervisor; following the thirty (30) calendar days Section 6.1.b shall apply.
- 6.3 The Cemetery Supervisor is authorized to remove any grave decorations that do not conform to the provisions of this Bylaw.
- 6.4 The placement of grave decorations in the Cemetery is at the sole risk of the owner.

Section 7: Maintenance

- 7.1 The Cemetery Supervisor shall be responsible for the maintenance of the Cemetery grounds and the area around the Memorial Book.
- 7.2 The Town and the Cemetery Supervisor shall have no obligation to maintain individual Plots, Monuments or other structures placed on Plots.
- 7.3 All perpetual care agreements must be provided to the Town.
- 7.4 No person shall throw, abandon or otherwise dispose of rubbish anywhere within the Cemetery except in receptacles specifically provided for that purpose by the Town.
- 7.5 No person shall place any thing on or adjacent to a Plot which in the opinion of the Cemetery Supervisor, restricts or hampers regular maintenance activities.
- 7.6 No person shall plant any shrub, tree or flowers in any part of the Cemetery without first obtaining written approval from the Town.

Section 8: General Provisions

- 8.1 No person shall enter the Cemetery carrying a firearm unless such Person is participating in a military funeral and has lawful authority to bear such a firearm.
- 8.2 No Person shall create any nuisance, engage in activities such as games or sport, or otherwise engage in any activity that is, in the opinion of the Cemetery Supervisor, a Peace Officer or Bylaw Enforcement Officer, indecent or disrespectful, disturbing to solemnity or repose of the Cemetery, or disturbing of other persons assembled for the purpose of a funeral or interment within the Cemetery.
- 8.3 No unauthorized person shall drive a vehicle through the Cemetery at a speed exceeding 15 KM or upon any part of the Cemetery except on the roadway provided specifically for vehicular access.
- 8.4 No person shall ride an All Terrain Vehicle, Snowmobile or horse in the Cemetery except as part of a funeral procession.
- 8.5 There shall be no canvassing, advertising or placement of advertising trademarks on any monument within the Cemetery.
- 8.6 No person shall ride a bicycle over the graves, nor lean same against any monument or monument base, nor leave same on any grave.
- 8.7 The Town of Sedgewick will take all reasonable precautions to protect the property within the Cemetery, but assumes no responsibility for the loss of, or damage to any Monument, marker or part thereof, of any article placed on a Plot or to a Plot itself.
- 8.8 No person other than the Cemetery Supervisor shall disturb or remove or place any Flowering Ornament, Woody Ornamental, sod or dirt anywhere in the Cemetery.
- 8.9 No Person shall destroy, damage, alter, write on, deface, injure or remove any Monument, marker, structure, railing, fence, or other work for the protection, maintenance or ornamentation of the Cemetery or Plot, or any vehicle,

Town of Sedgewick

Bylaw 519

Cemetery Bylaw

building, machinery, tool, equipment, or any other material placed or left in the Cemetery.

- 8.10 No Person shall deposit any paper, sticks or refuse of any kind on any portion of the lands within the boundaries of the Cemetery except in receptacles provided for that purpose.
- 8.11 No animal shall be allowed in the Cemetery unless such animal is on a leash and under the control of an adult Person.

Section 9: Offences & Penalties

- 9.1 Any person who commits any act or omission contrary to this Bylaw is guilty of an offence and is liable to pay a fine not exceeding \$500.00 exclusive of costs, for breach thereof or in the case of non-payment of the fine and costs, imprisonment not exceeding sixty (60) days.
- 9.2 Notwithstanding section 9.1 of this Bylaw, any person who commits a second or subsequent offence under this Bylaw within one (1) year of committing a first offence under this Bylaw, is liable on summary conviction to double the fine set for the first offense.

Section 10: Violation Tag

- 10.1 A Bylaw Enforcement Officer is hereby authorized and empowered to issue Violation Tags to any person who the Bylaw Enforcement Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- 10.2 A Violation Tag may be issued to such person:
 - a. either personally; or
 - b. by mailing a copy, via registered mail, to such person at his or her last known postal address.
- 10.3 The Violation Tag shall be in a form approved by the Chief Administrative Officer and shall state:
 - a. The name of the person
 - b. The offense
 - c. The appropriate penalty for the offense
 - d. That the penalty shall be paid within 21 days of the issuance of the Violation Tag, and;
 - e. Any other information as may be required by the Town.
- 10.4 Where a Violation Tag is issued pursuant to this Bylaw, the person to whom the Violation Tag is issued may in lieu of prosecution of the offense, pay the Town the penalty specified in the Violation Tag.

Section 11: Violation Tickets

- 11.1 A Bylaw Enforcement Officer is hereby authorized and empowered to issue Violation Tickets to any person who the Bylaw Enforcement Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw;
- 11.2 A Violation Ticket issued with respect to a contravention of this Bylaw shall be served upon the person responsible for the contravention in accordance with the *Provincial Offences Procedure Act*, R.S.A. 2000, C. p-34, as amended or repealed and replaced from time to time;

Town of Sedgewick
Bylaw 519
Cemetery Bylaw

- 11.3 The person to whom the Violation Ticket has been issued may plead guilty by making a voluntary payment in respect of the Summons by delivering to the Provincial Court, on or before the initial appearance date, the Violation Ticket together with an amount equal to the specified penalty for the offence.
- 11.4 When a Clerk of the Provincial Court records the receipt of a voluntary payment pursuant to section 9 of the Bylaw and the *Provincial Offences Procedure Act*, R.S.A. 2000, c. P-34, as amended or repealed and replaced from time to time, the act of recording constitutes acceptance of the guilty plea and also constitutes a conviction and the imposition of a fine in the amount of the specified penalty.

Section 12: Severability

Should any provision of this Bylaw be found invalid, the invalid provision shall be severed and the remaining Bylaw shall be maintained.

Section 13: Attachments

13.1 SCHEDULE A shall be included as part of this bylaw.

13.2 SCHEDULE B shall be included as part of this bylaw.

Section 14: Repeal

Bylaw No. 513 is hereby repealed.

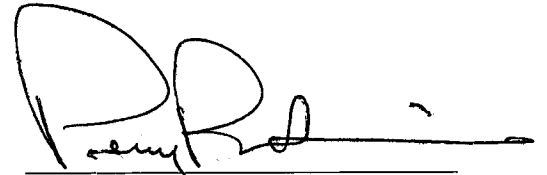
Section 15: Effective Date

This Bylaw shall come into force upon receipt of its third and final reading.

Read a first time this 25 day of June 2015.

Read a second time this 25 day of June 2015.

Read a third time this 25 day of June 2015.



Perry Robinson, Mayor



Amanda Davis, CAO

Town of Sedgewick
Bylaw 519
Cemetery Bylaw

Box 129
Sedgewick, Alberta
T0B 4C0
Phone: 780 384 3504
Fax: 780 384 3545
Email: sedgewick@persona.ca

Sedgewick Memorial Cemetery

Monument Permit Application & Inspection Form – Schedule A

Name of Owner/ Purchaser:		Signature of Owner/ Purchaser:		Date Signed: M/D/Y	
Mailing Address:		Phone:		Email:	
		Cell:			
		Fax:			
Name of Monument Company		Date Submitted: M/D/Y		Date Monument Placed or Work Done M/D/Y	
Mailing Address:		Phone:		Email:	
		Fax:			
Site Old/New Row Block Lot				Date of Birth: M/D/Y	
Name of Deceased:				Date of Death: M/D/Y	
Type of Monument (Flush mount): <input type="checkbox"/> Headstone <input type="checkbox"/> Plaque		Accessories: <input type="checkbox"/> Affixed Upright Mounted Vase <input type="checkbox"/> Flush Mount Picture <input type="checkbox"/> Other: _____		Material: <input type="checkbox"/> Bronze <input type="checkbox"/> Granite <input type="checkbox"/> Marble	
				Type of Service: <input type="checkbox"/> New Installation (Specify: Single/ Double) <input type="checkbox"/> Permanent Removal <input type="checkbox"/> Removal for Alteration/Repair _____ _____ <input type="checkbox"/> On Site Alteration /Repair	
Monument/Marker Proof: _____					
Additional Information:					
Length shall mean the measurement of the monument as it would face the plot measured from left to right. Width shall mean the measurement of the monument as it would face the plot measured from the head of the plot towards the foot of the plot. Height shall be flush to the ground surrounding the monument including the 4” foundation.					
All measurements: (to be made in inches)		Length		Width	
Monument Size:					
Foundation Size:					
In making an application for this Monument Permit I acknowledge that I am aware of and will comply with the following terms: <ul style="list-style-type: none">Any and all work at the cemetery requires authorization from the Town, and may only be conducted through licensed firms.Monument dimension, composition and placement shall be as set forth by the Cemetery Bylaw # 519, (attached).All monuments shall be placed at the head of the plot or grave on solid ground and shall be in line designated by the Town.No monument shall be erected/placed in the cemetery until the design, description and materials composition has been approved by the Town and a permit on the prescribed form has been issued by the Town. Such structure shall be erected according to the provision of the Cemetery Bylaw # 519 and under the direction of the Cemetery Supervisor.All monuments are subject to inspection by the Cemetery Supervisor or designate for compliance with the Cemetery Bylaw # 519 and those found in violation thereof may be caused to be removed by the Town. Fees for removal of the monument shall be borne by the owner of the Interment Rights or heir.The Town may remove all installations at the cemetery made without authorization by the Town; any fees regarding removal shall be borne by the owner of the Interment Rights or heir.Any grave decorations that are placed within the confines of the cemetery as permitted and defined in Cemetery Bylaw #513 are placed at the owners’ risk. The Town shall not be held liable for any damage caused to the grave decorations by means of grounds maintenance. .					
Town Authorization:			Date:		Permit No.
Note:					
Initials _____ confirming applicant has received a copy of Bylaw #519.					

CREMATION BYLAW

BEING a Bylaw of the Town of Sedgewick, in the Province of Alberta, for the purpose of instituting a set of standards and procedures for the purchase, use and reservation of cremation interments in the new Memorial Cairn area in the southwest corner of the Sedgewick Cemetery;

WHEREAS it is deemed expedient and advisable in the best interests of cemetery planning that Council be authorized to establish a series of regulations controlling the operation of the Memorial Cairn area;

NOW THEREFORE, under the authority of the Municipal Government Act, Chapter M-26 S.A.1994 and amendments thereto, and pursuant to provisions of the Cemeteries Act, Chapter C-2, R.S.A. 1999 and amendments thereto, the Town of Sedgewick enacts as follows:

Definitions:

- a. *Cremation Plot* shall mean a single 2' by 2' area located in the Sedgewick Cemetery in the southwest corner behind the Memorial Book cairn.
- b. *Memorial Book* shall mean the granite cairn located in the southwest corner of Sedgewick Cemetery.
- c. *Memorial Plaque* shall mean a bronze plaque, size and placement determined by the Town.
- d. *Memorial Plaque Space* shall mean a single, indented space on the front of the Memorial Book cairn.

Title: This Bylaw shall be known and may be cited as the "Cremation Bylaw."

Authorization to Sell:

1. Council authorizes the Chief Administrative Officer and his/her designate, to sell cremation plots and memorial cairn spaces and, to arrange for the ordering, payment and installation of memorial plaques.

Cremation Plot:

2. Cremation plots will be sold in rotation with no choice of location. No plot deed or transfer of ownership will take place.
3. No markers, headstones, plaques of any kind, placement of flowers, shrubs or trees, aboveground urns or any other decorative object, will be permitted in the cremation plot area.
4. Town employees will dig all cremation burials; digging will not be permitted by any other individuals.
5. The cremation plots will not be used for any purpose other than the burial of human ashes.

Memorial Book:

6. The plaque spaces in the Memorial Book will be assigned by the Town in an orderly fashion with no choice of placement.
7. A maximum of one (1) additional memorial plaque placement holder may be purchased unless following the death of a child whereby two (2) additional memorial plaque placement holders may be purchased.
8. The memorial plaques will be of a size and material, as approved by the Town. The plaques must be ordered from a company approved by the Town.
9. The memorial plaque will be a direct cost to the individual in addition to the cremation plot, burial fees and the Memorial Book cairn fee.
10. The Town of Sedgewick will order the memorial plaque, as recorded by the family member or private individual. The plaque costs will be due at the date of ordering.
11. A standard form will be supplied to individuals to record the appropriate information required on a memorial plaque. The Town accepts no responsibility for the manufacturing or design of the memorial plaque.

12. Town employees will install all memorial plaques on the Memorial Book. No other entities are permitted to install plaques on the Memorial Book.
13. Memorial plaques on the Memorial Book are provided for humans only.

Pre-Purchase Plan:

14. A pre-purchase plan may be implemented by the Chief Administrative Officer and/or his/her designate for the purchase of cremation burial plots and memorial book spaces.
15. A maximum of one (1) additional plot may be pre-purchased in the Cremation garden unless following the burial of a child whereby two (2) additional plots may be pre-purchased as approved by the Chief Administrative Officer and/or delegate.
16. Final placements in the cremation burial area and on the Memorial Book will be determined upon the time of death.
17. The pre-purchase plan will not include the purchase of a permanent memorial plaque due to the changing value of the commodity.
18. The pre-purchase plan may include the purchase of a blank memorial plaque, of a design selected by the Town, to reserve a space on the Memorial Book next to a departed loved one. Ownership of the plaque will revert back to the Town, with no compensation, upon the installation of a permanent Memorial Plaque in the reserved space. Final placement in the cremation burial area will be determined upon the time of death.

Fees:

19. The fees for the purchase of cremation burial plots, memorial cairn spaces and opening and closing of cremation burials will be set by council per the 'Fees Bylaw' as amended from time to time.

Enforcement:

20. Any Person or persons who contravenes a provision of this Bylaw is guilty of an offence and is liable to pay a fine not exceeding \$250 exclusive of costs for breach thereof, or in the case of non-payment of the fine and costs, imprisonment for a period not exceeding 30 days.

Severability:

21. If any term of this Bylaw is found to be invalid, illegal or unenforceable by a court or tribunal having jurisdiction to do so, that term is to be considered to have been severed from the rest of this Bylaw and the rest of the Bylaw remains in force unaffected by that finding or by the severance of that term.

AMENDMENT OF BYLAW

Bylaw 430 is hereby rescinded.

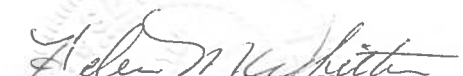
Effective Date:


22. This Bylaw shall come into effect upon third and final reading.

Read a First Time this 16 Day of August, 2012 A.D.

Read a Second time this 16 Day of August, 2012 A.D.

Read a Third Time by Unanimous Consent of All Councillors present and finally passed this 20 Day of September , 2012 A.D.


MAYOR HELEN WHITTEN


AMANDA DAVIS, CAO



UTILITY ACCOUNT WRITE-OFFS

EXECUTIVE SUMMARY

Bylaw 494, the Utility Bylaw allows the Town to disconnect services when accounts are in arrears. Often the amount of arrears is insignificant and/or deemed to be not collectable by Administration.

Administration is requesting that Council approve the write-off of several outstanding utility balances.

BACKGROUND

The following utility accounts have amounts owing as of December 2018 and are deemed to be not collectable.

Account #	Balance	Description
015801 0060	\$55.77	Moved away in 2016 and did not pay final bill. In 2018 the bill was paid less interest of \$53.17.
001201 0010	\$0.12	Moved away in 2018. Post payment interest accumulated on the account of \$0.12.
000082 0010	\$0.38	Bulk water accumulated interest
018904 0060	\$0.50	Accumulated interest from a previous owner.
627482 0000	\$1.29	Individual refused to pay interest.
000089 0010	\$0.16	Bulk water interest
000090 0010	\$22.92	Accumulated bulk water interest
043102 0010	-\$0.40	Overpayment on property that has since been sold.

BUDGET IMPLICATIONS

Total of \$80.74 in bad debt.



TOWN OF SEDGEWICK

REQUEST FOR DECISION

DECEMBER 20TH, 2018
UTILITY ACCOUNT WRITE-OFFS

ALTERNATIVES

1. Council may approve utility write-offs as follows:

015801 0060	\$55.77
001201 0010	\$0.12
000082 0010	\$0.38
018904 0060	\$0.50
627482 0000	\$1.29
000089 0010	\$0.16
000090 0010	\$22.92
043102 0010	-\$0.40

2. Council may direct Administration in another manner.

RECOMMENDATION

1. That Council approve utility write-offs as follows:

015801 0060	\$55.77
001201 0010	\$0.12
000082 0010	\$0.38
018904 0060	\$0.50
627482 0000	\$1.29
000089 0010	\$0.16
000090 0010	\$22.92
043102 0010	-\$0.40

ATTACHMENTS

1. None



TOWN OF SEDGEWICK

REQUEST FOR DECISION

DECEMBER 20TH, 2018
DIRECT DEPOSIT PAYROLL

DIRECT DEPOSIT PAYROLL

EXECUTIVE SUMMARY

The Town's Paymate software is capable of performing direct deposit payments for payroll. Administration is recommending that direct deposit be utilized for payroll to simplify and modernize the process.

BACKGROUND

Section 213 (5) of the MGA states:

A signature may be printed, lithographed or otherwise reproduced if so authorized by council.

For Administration to move forward with direct deposit payroll, it requires authorization by Council in the way of a resolution. Our current software has the capability of directly depositing payroll amounts into the bank accounts of staff and Council. Although councillors would no longer be signing payroll cheques, variance budget reports are provided to Council regularly and a summary of payroll transactions may be supplied at any time.

BUDGET IMPLICATIONS

Setup fee of \$125 and between \$10-\$20 per month depending on transactions.

ALTERNATIVES

1. Council may approve the use of direct deposit payments in performing payroll transactions to staff, the Mayor and councillors.
2. Council may decide to not use direct deposit payments.

RECOMMENDATION

1. That Council approve the use of direct deposit payments in performing payroll transactions to staff, the Mayor and councillors.

ATTACHMENTS

1. None



TOWN OF SEDGEWICK

REQUEST FOR DECISION

DECEMBER 20TH, 2018
47TH STREET BOULEVARD MAINTENANCE

47TH STREET BOULEVARD MAINTENANCE

EXECUTIVE SUMMARY

At the September regular meeting of Council, Administration was asked to bring back for review a recommended amendment referencing maintenance of boulevards by adjacent property owners in extenuating circumstances. At their November meeting, upon reviewing draft Bylaw #548, Council requested that Administration revise the bylaw further to waive the requirement of adjacent property owners on the east side of the 4900 block of 47th Street to mow the adjacent boulevard citing the difficulty and potential danger imposed by the slope of that particular boulevard.

BACKGROUND

Administration has revised the Boulevard Bylaw and prepared Bylaw #548 for Council's review.

Point 2.2. has been added as follows to the original bylaw:

2.2. Mowing of the boulevard on the east side of the 4900 block of 47th Street shall be the responsibility of the Town.

BUDGET IMPLICATIONS

None

ALTERNATIVES

1. Council may give first, first and second, or first, second and third reading of Bylaw 548, The Town of Sedgewick Boulevard Bylaw
2. Council may decide not to approve Bylaw 548, The Boulevard Bylaw.

RECOMMENDATION

1. That Council give first, second and third reading to Bylaw 548, The Town of Sedgewick Boulevard Bylaw.

ATTACHMENTS

1. Bylaw 548, The Town of Sedgewick Boulevard Bylaw_DRAFT

TOWN OF SEDGEWICK
BYLAW NO. 548/18
TOWN OF SEDGEWICK BOULEVARD BYLAW

**A BYLAW OF THE TOWN OF SEDGEWICK, IN THE PROVINCE OF ALBERTA,
CONCERNING BOULEVARDS, BOULEVARD TREES AND MAINTENANCE THEREOF
WITHIN THE TOWN OF SEDGEWICK.**

WHEREAS Section 7 of the Municipal Government Act, being Chapter M-26, 2000 permits a municipality to provide a system for the establishment and maintenance of public lands including boulevards;

AND WHEREAS the Town deems it important to maximize public safety and aesthetic appeal of the Town's boulevards; and

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

1. Definitions

- 1.1. "Back Alley" means the area at the rear of a property between the portion of road ordinarily travelled by vehicles and the adjacent property line.
- 1.2. "Boulevard" means the area between the curb line of the street (or in the absence of a curb, the portion of road ordinarily traveled by vehicles) and the adjacent property line, except any portion occupied by a sidewalk usually used for the purposes of utility location.
- 1.3. "CAO" means the Chief Administrative Officer of the Town of Sedgewick.
- 1.4. "Property Owner" means the owner of the property adjacent to a boulevard.
- 1.5. "Town" means the Town of Sedgewick

2. General Maintenance

- 2.1. A person shall maintain any boulevard or back alley adjacent to the property they own or occupy by:
 - i) Keeping any grass on the boulevard cut to a length of no more than 10 centimeters.
 - ii) Preventing weeds or other vegetation from growing uncontrolled;
 - iii) Removing any accumulation of fallen leaves or other debris; and
 - iv) Removing snow and ice from sidewalks and within the immediate vicinity of fire hydrants.
- 2.2. Mowing of the boulevard on the east side of the 4900 block of 47th Street shall be the responsibility of the Town.
- 2.3. No person other than the Town or those contracted by the Town shall pave all or any portion of a boulevard or back alley unless and until a permit to do so has been issued by the Town.
- 2.4. The Town shall be responsible for the repair of boulevard sidewalks and fire hydrants.

3. Trees

- 3.1. No person shall plant a tree on a boulevard or back alley except for Town staff or those contracted by the Town.
- 3.2. Plantings located on boulevards or back alleys that have not been approved by the Town may be removed. The first option will be to allow the person/s responsible to remove the tree. If the Town is required to remove the tree, the cost of the removal will be billed to the person/s responsible for the unauthorized planting.
- 3.3. A person shall not remove, destroy or injure a tree that is planted or growing on a boulevard.
- 3.4. A person shall not prune, repair, trim or perform any work on a boulevard tree except for Town staff or those contracted by the Town.
- 3.5. Boulevard trees that are deemed dead or diseased by the Town or in the opinion of the Town warrant removal due to interfering with lines, poles, conduits, pipes, sewers or other works of the municipality shall be removed at the Town's expense.
- 3.6. It shall be at the Town's discretion whether a remaining stump should be removed.
- 3.7. Boulevard trees that are deemed by the Town to pose a safety hazard to the public or interfere with pedestrians, traffic or road signage shall be removed or pruned to the degree necessary to remove the hazard at the expense of the Town.
- 3.8. A property owner may request the removal of a tree adjacent to their property by submitting an application to the CAO. The Town shall avoid the removal of healthy trees except in extenuating circumstances. If approved, trees that are not deemed dead or diseased by the Town shall be removed at the property owner's expense.
- 3.9. A property owner may request the pruning of a tree adjacent to their property by submitting an application to the CAO. If approved, trees that are not deemed dead or diseased by the Town or do not qualify for removal based on the criteria listed in section 3.5 or 3.7 shall be pruned or trimmed at the property owner's expense.
- 3.10. Applications for tree removal or pruning that are denied may be appealed by submitting a written letter to Town Council no later than 14 days after the denial of the application is made. The decision of Council shall be final.
- 3.11. Removed trees shall be replaced with new trees when desirable at the discretion of the Town.
- 3.12. No person shall attach any sign or other device to a boulevard tree.

4. Trees Broken or Uprooted During Storms

- 4.1. Privately owned trees that are broken or uprooted during storms with the tree or portions thereof falling on a boulevard or other Town property shall be removed by the owner at their expense.
- 4.2. If the tree is not removed within five (5) days the Town may remove the tree and charge the cost to the owner.
- 4.3. Should the tree need to be removed immediately for safety reasons, the Town shall call for its immediate removal, failing which the Town will remove it and charge the cost to the owner.

BYLAW 548/18
TOWN OF SEDGEWICK BOULEVARD BYLAW

5. Violations and Penalties

- 5.1 Any person who commits a breach of any of the provisions of this bylaw shall be liable to a penalty of one-hundred (\$100) for a first offence and two-hundred (\$200) for subsequent offences within a period of one (1) year.

6. Severability

- 6.1. If any term of this Bylaw is found to be invalid, illegal, or unenforceable by a court or tribunal having the jurisdiction to do so, that term is to be considered to have been severed from the rest of this bylaw, and the rest of the bylaw remains in force unaffected by that finding or by the severance of that term.

7. Enactment

- 7.1. This Bylaw shall take effect at the date of final passing thereof.
7.2. Bylaw 537 is hereby rescinded.

First Reading passed in open Council duly assembled in the Town of Sedgewick, in the province of Alberta this ____ day of ____, 2018.

Second Reading passed in open Council duly assembled in the Town of Sedgewick, in the province of Alberta this ____ day of ____, 2018.

Third Reading passed in open Council duly assembled in the Town of Sedgewick, in the province of Alberta this ____ day of ____, 2018.

TOWN OF SEDGEWICK

MAYOR

CHIEF ADMINISTRATIVE OFFICER



WEBSITE PUSH NOTIFICATIONS

EXECUTIVE SUMMARY

At the November 22nd, 2018 regular meeting of Council the following resolution was approved:

7.13 APP Development – Zag Creative			
2018-11-263	MOTION by Clr. Levy		CARRIED
That Council request that Zag Creative submit a proposal to the Town to add a push notification feature on the sedgewick.ca website.			

A push notification feature can be added to the Town's website at a one-time cost of \$750.

BACKGROUND

Web push notifications are clickable rich content messages sent to your device by a website. Web Push notifications can be delivered to your device, mobile or desktop, even when the user is not on your website.

These notifications can only be sent to users who have opted-in to receive these notifications.

It is only supported by newer web browsers on desktop and android phones such as Chrome, Firefox, Edge and Safari.

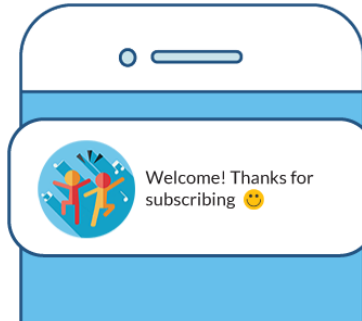
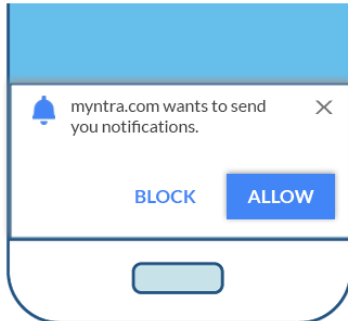
Web push notifications are meant to facilitate timely flow of information. To subscribe or opt-in to these notifications, users are not expected to download and install an application. Users can simply subscribe to these notifications by clicking on the Allow button on the permission prompt. Approximately 10% of users decide to accept web push notifications.

Differences between app notifications and web notifications

- Native app notifications can take full advantage of the device features - the camera, GPS, accelerometer, compass, contact list, whereas web push notifications can't tap into any of these features yet.
- As Native apps can only be installed on tablets and smartphones, native app notifications are limited to these devices only. Web push notifications on the other hand can be used to reach users on Desktop as well.
- Native app notifications support rich media - images, videos, gifs, audio, and other interactive elements. Web push notifications only support large images (only on Chrome 56 and above), gif and sound.

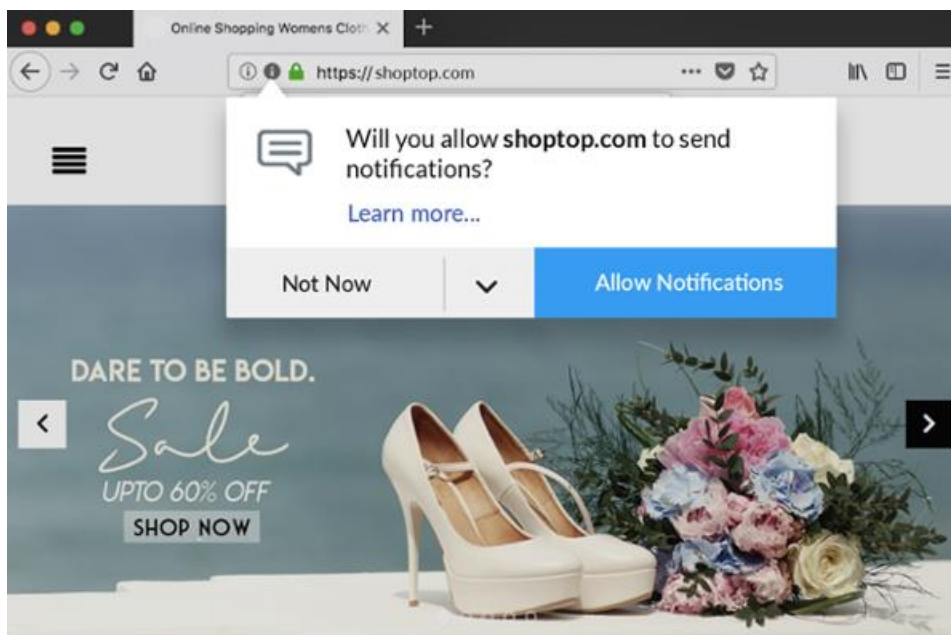


BACKGROUND



Limitations of Web Push Notifications

- No HTTP support - Web Push Notifications work only on websites that are on HTTPS protocol.
- Notifications are fundamentally personal to a user. The data points that are pushed and received are private and to ensure that privacy, it is supported only on secure websites (HTTPS).
- Not supported on iOS yet - A major drawback for websites having large iOS traffic base.
- No rich media - Unlike app push notifications which supports images, videos, gifs, audio, and other interactive elements, web push notifications supports large images (360*240 size starting Chrome 56 and above).
- No notification tray on Chrome Desktop
- Not delivered on desktop if the browser is not running





TOWN OF SEDGEWICK

REQUEST FOR DECISION

DECEMBER 20TH, 2018
WEBSITE PUSH NOTIFICATIONS

BUDGET IMPLICATIONS

One time cost of \$750 to come from Operating Budget item line 212218 (Internet/Website Costs).

ALTERNATIVES

1. Council may direct Administration to have a website push notification service installed on the sedgewick.ca website at a cost of \$750 and adjust the operating budget accordingly.
2. Council may accept the proposal as information.

RECOMMENDATION

1. That Council accept the proposal as information and consider reinvestigating the issue as technology develops.

ATTACHMENTS

1. None



SUBDIVISION SHALLOW UTILITIES DESIGN

EXECUTIVE SUMMARY

At the July 2018 regular meeting of Council the following resolution was passed:

7.1 Phase I Subdivision Utility Installation			
2018-07-139	MOTION by Clr. Imlah		CARRIED
That Council approve the recommendation of Associated Engineering to assign \$150,000 in the 2019 capital budget for the installation of underground power and gas services in front of the Phase I Residential Subdivision lots.			

In their report submitted on December 11th, 2018, Associated Engineering provided a new estimate of \$247,730.18 for the work including engineering fees and a 10% contingency.

BACKGROUND

The 2019 Capital budget was approved at the November 22nd, 2018 regular meeting of Council. \$150,000 was allocated to shallow utilities for the subdivision with funding derived from the Water Infrastructure Reserve.

The new estimate received by AE will affect the capital budget in the following ways:

Subdivision shallow utilities item

Increase budget by \$100,000 to be funded by reserves

Sanitary Sewer Rehab item

Reserve balance no longer sufficient; an additional \$90,000 of the project now to be funded by MSI capital

Main Street Revitalization item

Due to the above, \$100,000 less available from MSI capital to fund Main Street. This leaves Main Street with a \$1.7m budget.

BUDGET IMPLICATIONS

Increase of \$100,000 from reserves. Results in \$100,000 less available for Main Street Revitalization.

ALTERNATIVES

1. Council may approve an increase of \$100,000 to the Subdivision Shallow Utilities 2019 capital budget item with the source of the funding to be reserves and adjust the Sewer and Main Street Rehab projects to compensate.
2. Council may direct Administration in another manner.



TOWN OF SEDGEWICK

REQUEST FOR DECISION

DECEMBER 20TH, 2018

SUBDIVISION SHALLOW UTILITIES DESIGN

RECOMMENDATION

1. That Council approve an increase of \$100,000 to the Subdivision Shallow Utilities 2019 capital budget item with the source of the funding to be reserves and adjust the Sewer and Main Street Rehab projects to compensate.

ATTACHMENTS

1. Shallow Utility Design Anticipated Project Cost



**Associated
Engineering**

GLOBAL PERSPECTIVE.
LOCAL FOCUS.

Associated Engineering Alberta Ltd.
500, 9888 Jasper Avenue
Edmonton, Alberta, Canada T5J 5C6

TEL: 780.451.7666
FAX: 780.454.7698
www.ae.ca

December 12, 2018

File: 2018-3149.000.E.05.00

Jim Fedyk
CAO
Town of Sedgewick
Box 129
Sedgewick, AB T0B 4C0

Re: SEDGEWICK SUBDIVISION - PHASE 1: SHALLOW UTILITY DESIGN

Dear Mr. Fedyk:

Phase 1 of the new residential subdivision across from the Sedgewick Golf Club was constructed this year. Installation included the deep utilities (water, sanitary, and storm), and the streets. We understand that the Town of Sedgewick (the Town) would like to proceed with design and construction of the shallow utilities, with the intent that construction will occur in 2019. The shallow utilities will be required to sell the lots.

Table 1 summarizes the Anticipated Project Cost for Sedgewick Subdivision – Phase 1 as provided in the Bid Evaluation letter dated June 25, 2018.

Table 1 – Anticipated Project Cost

Construction Cost (based on low bid)	
Low Bid	\$868,934.00
Engineering	
Associated Engineering Alberta Ltd.	
Design	\$25,000.00
Construction Services	\$30,000.00
PALS	\$18,000.00
Shallow Utilities	
Fortis Alberta	\$130,000.00
Sedgewick-Killam Natural Gas Co-op	\$24,200.00
Eastlink (Ballpark estimate)	\$21,000.00
Telus (Ballpark estimate)	\$20,000.00
SUB-TOTAL (Excl. GST)	\$1,137,134.00
Goods and Services Tax (GST)	\$56,856.70
TOTAL ANTICIPATED PROJECT COST	\$1,193,990.70



December 12, 2018
Jim Fedyk
Town of Sedgewick
- 2 -

We obtained a proposal from DES Engineering Ltd. (DES) for the electrical (power) design and coordination with Telus and Eastlink. Our Site Development group has worked with DES on several projects; recently, on a new residential subdivision in Spruce Grove. The Town can engage DES directly, or Associated Engineering can engage them as a sub-consultant. Table 2 outlines the estimated fees for shallow utility design.

Table 2 – Estimated Design Fees

Consultant	Shallow Utility Design	Estimated Fees (excl. GST)
DES	Power (Fortis) design; Telecommunications (Telus, Eastlink) coordination.	\$6,985.00
Associated Engineering	Gas main design	\$12,300.00
TOTAL		\$19,285.00

Table 3 outlines the total anticipated project cost for shallow utility design and construction.

Table 3 – Total Anticipated Cost for Shallow Utility Design & Construction

Item	Estimated Cost
<i>Design (from Table 2)</i>	<i>\$19,285.00</i>
<i>Construction (from Table 1)</i>	<i>\$195,200.00</i>
SUB-TOTAL (Excl. GST)	\$214,485.00
Contingency (10%)	\$21,448.50
GST (5%)	\$11,796.68
TOTAL ANTICIPATED COST	\$247,730.18

We approached another consultant for the design of the shallow utilities; however, they were more expensive (\$30,000.00).



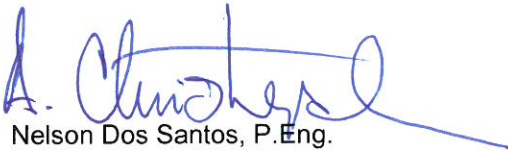
Associated
Engineering

GLOBAL PERSPECTIVE.
LOCAL FOCUS.


December 12, 2018
Jim Fedyk
Town of Sedgewick
- 3 -

Thank you for your consideration in this matter. Upon your approval, detailed design of the shallow utilities can commence in January 2019. Should you have any questions, please contact the undersigned.

Yours truly,

PER 
Nelson Dos Santos, P.Eng.
Division Manager, Civil Infrastructure

ND/km


Kaitlin Munroe, P.Eng.
Project Engineer



Platinum
member



LIFT STATION FLOW METER AND WTP REPAIRS

EXECUTIVE SUMMARY

With Bi-Systems Electric and Controls currently performing SCADA upgrades at the Water Treatment Plant, they were asked to provide a quote to install a new flow meter at the lift station. Associated Engineering had recommended that the flow meter be updated when they were in the process of analyzing data for the Spruce Drive sewer extension. While performing their work, Bi-systems has discovered other repairs that they are recommending be included in their quote.

BACKGROUND

On November 30th, Associated Engineering forwarded a quote prepared by Bi-systems for the replacement of the 4" magnetic flow meter at the lift station.

While investigating the layout, Bi-systems discovered an issue with the existing piping and its effect on the flow meter's accuracy requiring an additional pipe spool piece to be added. It was also discovered that a gate valve on the current piping is faulty, thus not providing isolation. Knowing this, and the age of the piping, Bi-systems is recommending replacement of the entire piping configuration if the modifications are to be made.

Further, three additional items are included in the quote. They are as follows:

- 1) Lift station level transmitter – traditional floats are currently used for alarms and pumps. This is not 100% reliable and with the lift station controls being advanced to the SCADA system at the WTP, it is possible to add accurate level monitoring and controls that can be controlled by SCADA operations.
- 2) WTP – PRV Valve
The PRV valve at the WTP has failed. This is a critical device that relieves the water system pressure once it exceeds a set point.
- 3) WTP – Distribution Pressure Transmitter
This transmitter is displaying a pressure that is not consistent with the actual pressure. The current type of transmitter is not ideal for this task. Replacement is required.

The infrastructure being repaired is original to the plants, thus Administration is recommending that full repairs be completed, included in the SCADA project and be funded through MSI capital.



TOWN OF SEDGEWICK

REQUEST FOR DECISION

DECEMBER 20TH, 2018

LIFT STATION FLOW METER AND WTP REPAIRS

BUDGET IMPLICATIONS

The breakdown of quote is as follows:

Lift station flow meter - \$10,263

Lift station piping - \$10,131

Lift station level control - \$6,932

WTP – PRV valve - \$4,775

WTP – Distribution Pressure Transmitter - \$2,635

Total \$34,736

With contingency \$38,000

ALTERNATIVES

1. Council may approve that the SCADA budget for 2018 be increased by \$38,000 with the source of funding to be the MSI capital grant.
2. Council may approve a different amount based on items identified in Bi-systems quote.
3. Council may accept the quote as information.

RECOMMENDATION

1. That Council approve a \$38,000 increase to the 2018 SCADA Upgrades capital budget item with the source of funding to be the MSI capital grant.

ATTACHMENTS

1. Bi-Systems quote



November, 2018

Bi-Systems Quote: 18-3501-SEDGEWICK LIFT STATION REV 0

Town of Sedgewick, Alberta

Attention: Jim Fedyk

RE: Proposed Upgrades for the Town of Sedgewick Lift Station.

Project Description:

The Town of Sedgewick is undertaking upgrades to the water treatment plant for scada & automation, with these upgrades it is possible to bring the lift station controls, and instrument data to the water treatment plant HMI, and add these to the new scada system.

Per the direction from Associated Engineering, we have completed a site visit to review the installed electrical and equipment at the lift station and we have proposed the following upgrades and recommendations

If there are any questions or concerns about any of the recommended upgrades, please contact us to review in further detail.

Thank you.

James Anderson

General Manager
Bi-Systems Electric & Controls Ltd.

Proposed Upgrades to the East lift Station include the following:

Item 1: Waste Water Flow Meter

The lift station has an existing magnetic flow meter, this meter can record the flow total locally, and the signal from the meter has been adapted to the local PLC to provide a flow rate, however as this meter is obsolete, and no longer manufactured or supported, this flow and total have no way of being calibrated or proven.

We propose supply and installation of a new flow meter, with current communication protocols, that can be wired to the PLC and have the information brought up to the water plant PLC/HMI for control, data logging and alarming.

Installation materials required include: teck cable, connectors, gaskets, stud kit, grounding rings, PLC wiring & tags.

The new flow meter will require set up and programming, as well as PLC/HMI programming on both the lift station PLC/HMI, and the water plant PLC/HMI

Supply & Installation of Qty 1 – E&H Promag 400 Magnetic Flow Meter, 4" 150 Flanged

This Meter is sized for: 0.333 to 78.33 Liter/Second Flow rate.

E&H 4" Promag Meter Cost:	\$5,867.20
Freight (Flow Meter):	\$ 112.00
Estimated Installation Material:	\$ 790.00
Estimated Installation Labor Cost:	\$1,510.00
Estimated PLC/HMI Programming:	\$1,984.00

Item 2: Waste Water Piping

Installation of the new magnetic flow meter will require modifications or replacement of the existing piping. The existing flow meter "lay-length" is longer than what any new flow meter is, so at minimum this will require an additional pipe spool to be supplied to connect the new meter.

As the accuracy of flow meters is dependent on the piping design, we recommend replacement of the current piping that is installed. The current piping design has three sets of flanges that can be eliminated up/down stream of the meter to improve measurement accuracy, and as this pipe is the original installed equipment, we expect it to be close to the end of its expected life span.

The gate valves, and check valves in the piping are also original installed equipment, currently one of the gate valves is faulty, and does not provide isolation, the town has purchased a replacement, but it is not installed yet. As part of the piping upgrade we recommend the town purchase a second valve so both can be replaced at the same time, we recommend that the town source this valve so they are the same make and model, or provide the make/model to us and we can purchase on their behalf. The check valves should also be replaced at this time, to ensure the complete pipe system is reliable.

The new piping will be supplied as Schedule 40 Steel, internally/externally coated for corrosion, all bolt up hardware supplied as stainless steel to protect from corrosion as well.

Item 2: Waste Water Piping - Continued

Option 1 – Supply of additional pipe spool (Qty1) for meter install

Estimated Welding & Material Cost:	\$510.00
Estimated Powder Coating Cost:	\$180.00
Estimated Labor Cost:	\$620.00

Option 2 – Supply of all new piping, and check valves (Qty 2) for meter install

Estimated Welding & Material Cost:	\$2,841.00
Estimated Powder Coating Cost:	\$1,420.00
Qty 2 – 4" 150 ANSI Flanged Swing Check Valves	\$3,580.00
Freight (Check Valves)	\$ 140.00
Estimated Labor Cost:	\$2,150.00

Item 3: Lift Station Level Control

Currently the lift station pumps, and alarms are controlled with traditional floats. These floats are not 100% reliable due to material build up, frost, and tangling with equipment in the reservoir. With the lift station controls now being brought up to the water plant HMI, and Scada System, it is possible to add level monitoring and controls. We typically do this with an ultra-sonic transmitter such as a Multi Ranger/Transducer. These controls allow the actual level of the lift station to be monitored, and controlled by operations on the HMI and Scada.

Multi-Ranger 100 + Transducer Cost:	\$2,890.00
Freight (Multi Ranger):	\$ 68.00
Estimated Installation Material:	\$ 480.00
Estimated Installation Labor Cost:	\$1,510.00
Estimated PLC/HMI Programming:	\$1,984.00

Item 4: Water Treatment Plant – PRV Valve

During our recent site visit to the water treatment plant, operations noted that the PRV valve on the water distribution header is failed, and not operable, this device is critical as it relieves the water system pressure when it exceeds the high set point. We recommend replacement of this valve with a new Singer 3" A106 RPS type Pressure Relief/Sustaining Valve, c/w 10 to 80 PSI pilot valve, this will allow excess water pressure in the system to be safely relived at the desired set point.

Singer PRV Valve Cost:	\$3,690.00
Estimated installation Material:	\$ 315.00
Freight (PRV Valve)	\$ 140.00
Estimated Labor Cost:	\$ 630.00

Item 5: Water Treatment Plant – Distribution Pressure Transmitter

During our recent site visit to the water treatment plant, operations noted that the distribution pressure transmitter is not operating correctly, this transmitter displays a pressure that is not consistent with the actual pressure in the system. This transmitter is not a brand or style we would recommend for use in this application, we recommend replacement of this transmitter with a Rosemount 2088, c/w LCD, and block & Bleed valve for calibration & maintenance.

Rosemount 2088 Transmitter:	\$1,690.00
Estimated installation Material:	\$ 315.00
Estimated Labor Cost:	\$ 630.00

General Notes & Clarifications:

1. Many of the options described in this proposal are dependent on each other, meaning if a certain option is selected or approved, it may require other options listed in the proposal to also be selected/approved.
2. This proposal may require the lift station pump controls and power to be disconnected while the upgrade is in place, we will visually monitor the pumps during the installation and power the pumps manually as needed for lift station operation.
3. Extending the Lift Station PLC/HMI Controls to the Water Treatment Plant PLC/HMI requires Ethernet radios, these radios are included in the previous Scada Upgrade Pricing L3501-Rev 5
4. All Applicable Taxes are in addition to all estimated costs.



TOWN OF SEDGEWICK

REQUEST FOR DECISION

DECEMBER 20TH, 2018
AMSC Insurance Quote

AMSC INSURANCE QUOTE

EXECUTIVE SUMMARY

Council had requested an insurance quote from AUMA/AMSC to compare with the current insurance provider Jubilee Insurance Agencies through the RMA. A quote has been provided and submitted to Council for review.

BACKGROUND

The Town of Sedgewick currently holds its insurance policies through the Rural Municipalities Association (Jubilee Insurance Agencies). According to AUMA/AMSC, Sedgewick is 1 of only 2 urban municipalities that is insured through the RMA. In order to change insurers, a two year period of notice is required.

Upon review by Administration, the two policies (RMA vs AMSC) are comparable. The AMSC has generally quoted on the basis of a lower deductible (\$1000 AMSC vs. \$5000 RMA) however RMA could offer a lower deductible as well if Council sees merit in this. Once adjusted the final cost is very comparable between the two companies.

Total costs of the policy:

AMSC \$49,982

RMA \$47,282

Breakdown of premiums

	AMSC	RMA
Property	\$29,488	\$24,548
Heavy Equipment	\$4998	\$2120
Boiler and Machinery	\$1194	\$443
Bond and Crime	\$695	\$1112
Automobile	\$5907	\$4902
Commercial Gen. Liability	\$6560	\$12,226
Excess Liability	\$1091	\$1931

Please refer to the attachment for a more thorough breakdown of value insured, deductibles and premiums for each category.

Insurance policies for a municipality can be quite complex making it challenging to compare two competing companies as the package as a whole is composed of many variables that will be affected by the insurance company's policy, their recommendation for your situation, as well as the Town's own opinion of how much coverage is enough or what deductible they are willing to live with.

An AMSC representative was invited to attend Council however felt it was not a good fit as they did not have sound knowledge of the RMA/Jubilee program. They did offer to produce a document that would highlight differences in coverage where exclusions could cause problems. Jubilee could be asked to produce a similar document.



TOWN OF SEDGEWICK

REQUEST FOR DECISION

DECEMBER 20TH, 2018
AMSC Insurance Quote

BACKGROUND

To accomplish this, the Town would need to provide the AMSC with a copy of the current policy including all policy wordings which would be an advantage.

Administration is looking for further direction from Council as to next steps. Does Council want to explore this issue further or would Council like to focus more on current gaps in coverage or is Council satisfied with the current policy and insurer?

BUDGET IMPLICATIONS

TBD

ALTERNATIVES

1. Council may direct Administration to have the AMSC provide Council with the highlighted differences in coverage between companies and identify any important exclusions.
2. Council may direct Administration to place notice with Jubilee Insurance that the Town intends to switch insurers.
3. Council may accept the quote as information.

RECOMMENDATION

1. Administration is satisfied with the current policy and with the quote provided is not seeing enough of a reason to make a change.

ATTACHMENTS

1. Quote from AMSC Insurance Services
2. Spreadsheet comparing policies



Village of Sedgewick Insurance Quote

Sept 2018



WE ARE
economies
OF SCALE

WE ARE THE
support
YOU NEED

WE ARE THE
experts
IN MUNICIPALITIES

WE ARE YOUR
advocate

Alberta Urban Municipalities Association

Who we are

Vision

AUMA is a change agent that enables municipalities to be a fully engaged order of government with the capacity to build thriving communities.

Mission

AUMA is the voice of urban municipalities and provides visionary leadership, solutions-based advocacy, and service excellence.



Photo generously provided by the Town of Sexsmith

By members, for members.

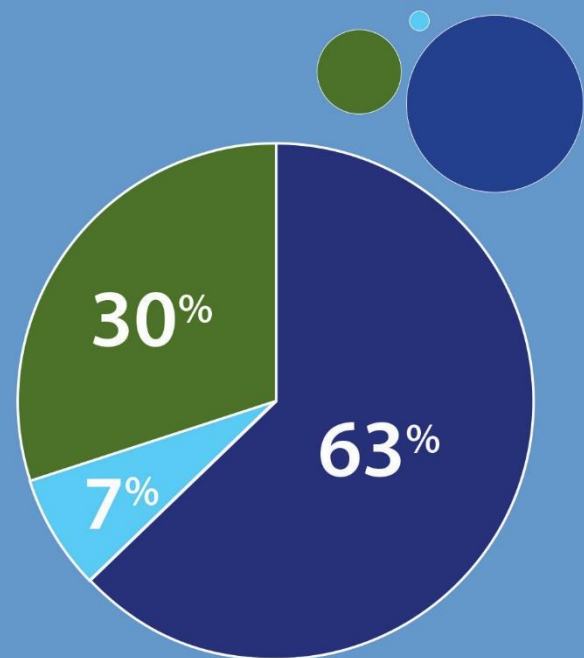
Established in 1905, the Alberta Urban Municipalities Association (AUMA) provides solutions and resources for municipal issues and challenges so that each municipality does not otherwise have to expend time and resources to individually undertake those actions. The AUMA acts as one voice in advocating municipal interests to all orders of government as well as with business and community associations, and other stakeholders.

Through its wholly-owned subsidiary, the Alberta Municipal Services Corporation (AMSC) has developed a range of solutions-based services designed to meet the needs of municipalities including: property and casualty insurance, pension plans and savings plans for municipal staff and elected officials, employee benefit services, utilities including electricity and natural gas, short-term investment options for municipalities, and a purchasing program.

The very modest surplus from these business services is returned to you, our members, through annual member rebates and is also used to fund other services, such as the advocacy and resources, that are not fully funded through your annual membership fee.

AUMA's three key services of policy and advocacy, programs and education, and business services are driven by member need, powered by member input.

How we are funded



- Membership Fees for Urban Municipalities
- Membership Fees for Others
- Dividend from Business Services

Alberta Urban Municipalities Association

Who we are

Advocacy Services

Your AUMA membership allows us to develop innovative and practical municipal solutions and policies, and build consensus on municipal matters. We speak on your behalf as your advocate to provincial and federal orders of government, and the business community.

Some recent examples include:

- Advocating for a new provincial-municipal relationship as a collaborative, government to government partnership
- Advancing options for overall funding for a new long-term municipal funding model
- Advocating for increased investment in infrastructure
- Identifying changes to emergency services
- Providing input on Municipal Government Act and Local Authorities Election Act amendments
- Advocating for brownfield redevelopment
- Identifying changes to the viability review process
- Advocating on member resolutions
- Advocating on cannabis legalization

auma.ca/advocacy-services

Photo generously provided by the Town of Peace River



Business Services

At AMSC, we value the voices of our members. Over the years, we have created business services specifically to meet the unique needs of municipalities and municipally-related organizations.

Our solutions-based services provide outstanding value to members through aggregation, superior customer service, and value-added benefits.

Our broad range of service solutions include:

Human Resource Services

- Employee Benefits
- Retirement Services

Insurance & Risk Services

- General Insurance Program
- Risk Management
- Claims Support

Utility Services

- Energy Retail Program

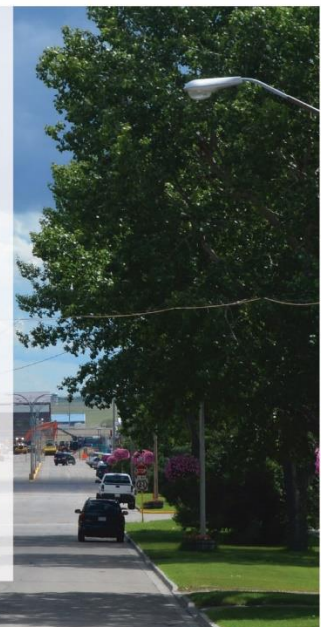
Short-term Investment Services

Purchasing Program

- Access to professional purchasing advice
- Access to standing offers
- Procurement card program

auma.ca/business-services

Photo generously provided by the Town of Provost



AMSC Insurance Services Ltd.

General Insurance Quotation

Date: 2018

Name(s) of Insured(s): Village of Sedgewick

Insured(s) Address: Box 129 Sedgewick, AB T0B 2L0

Period of Insurance:

Effective Date: Quote

Expiry Date: Quote

Description of Operations: Municipality - Village

Coverage	Limits	Deductible	Premium
<u>Commercial General Liability (CGL):</u>			
• Bodily Injury, Property Damage, per occurrence	\$5,000,000	\$2,500 per occurrence	\$6,559.81
• General Aggregate Limit	\$5,000,000		
• Products and Completed Operations Aggregate	\$5,000,000		
• Tenants Legal Liability	\$5,000,000		
• Municipal errors & omissions	\$5,000,000		
Sudden and accidental Pollution	Included		
• Advertising Injury	\$5,000,000		
• Personal Injury	\$5,000,000		
• Contingent Employers Liability	\$5,000,000		
• Wrongful dismissal	\$2,000,000	\$10,000 Min	
<u>Excess Liability:</u>			
• 1 st Excess Liability	\$5,000,000	\$2,500 per occurrence	Included
• 2 nd Excess Liability	\$5,000,000		\$1,091.13
<u>Property:</u>			
• Buildings and Contents (Property of every Description) including various extensions	\$29,171,216	\$1,000 per occurrence	\$29,488.12
• Business Interruption Loss of Income	\$250,000		
• Extra Expense	\$15,000,000		
• Building under Construction	\$250,000		
<u>Inland Marine</u>			
• Mobile Equipment Floater	\$962,072	\$1,000	\$4,997.58
<u>Boiler and Machinery</u>			
• Including various extensions and sub limits	\$29,171,216	\$5,000	\$1,193.83

<u>Crime</u>			
• Employee Dishonesty	\$250,000	\$1,000	Included
• Money Orders/Counterfeit Currency	\$10,000	\$1,000	Included
• Depositor's Forgery	\$250,000	\$1,000	Included
• Money Within Premises	\$50,000	\$1,000	Included
• Money Outside Premises	\$50,000	\$1,000	Included
• Computer and Transfer Frauds	\$250,000	\$1,000	Included
Total Premium			\$694.80
<u>Automobile</u>			
• Auto Liability	\$5,000,000	n/a	\$3,428.81
• Auto Physical Damage – All Perils		Various	\$2,514.91
<u>Non-Owned Auto Liability</u>			
• Bodily Injury and Property Damage	\$5,000,000	\$2,500	\$13.62
•			
<u>Cyber and Privacy Liability</u>			
• Security & Privacy Liability - per claim	\$150,000	\$2,500	Included
• Network Interruption Liability - per claim	\$150,000	\$2,500	
• Event Management Liability - per claim	\$150,000	\$2,500	
• Cyber Extortion - per claim	\$150,000	\$2,500	
• Policy Aggregate Limit - Annual	\$5,000,000		
•			
<u>Terrorism & Sabotage Insurance</u>			
• First Party coverage	\$500,000	Nil	Included
TOTAL Premium and Fees			\$49,982.61
Additional Comments:			
<ul style="list-style-type: none"> • Quotation is valid for 45 days from date indicated above • All limits/premiums are expressed in Canadian Currency (CAD) • Premium, if bound is payable within 30 days • Quotation is for one year term based on rates as at 2018 • Requires joining MUNIX reciprocal 			

Account Service Team

General Insurance

Daniel Jackson, CIP
Insurance Services Consultant
Direct: 780.670.4230
DJackson@auma.ca

Junaid Akram, M.Eng., FCIP, CRM
Senior Director, General Insurance Services
Direct: 780.989.7405
Cell: 780.919.9167
JAkram@auma.ca

Stacey Ferguson, FCIP, CRM
Director, Underwriting Services
Direct: 780.989.7414
Cell: 780.868.3983
SFerguson@auma.ca

Claims

Will Burtenshaw
Senior Director, Risk & Claims
Direct: 780.431.4525
Cell: 780.991.1838
wburtenshaw@auma.ca

Cameron Vierboom
Director, Risk & Claims
Direct: 780.989.7438
cvierboom@auma.ca

Insurance & Risk Services General Insurance

The General Insurance program, designed for municipalities and municipally-related organizations, provides specialized insurance and risk management services.

With over 40 years of experience, we support more than 900 members in managing their risk and provide in-house expertise to provide robust risk management and claims services.

Our service dedication towards our members is reflected in the unique insurance solutions we offer. From providing insurance coverage for decisions municipal officials make to unique property exposures—we have you covered.

The size of our insurance program provides economies of scale resulting in lower insurance premiums for our members. We have access to alternative risk transfer and financing solutions through our Insurance Reciprocal, MUNIX, which can offer price stability and insurance coverages not available in the marketplace.

As a not-for-profit insurance provider, we take pride in creating value for our members and not for an insurer's shareholders.

Our qualified staff of insurance consultants assist members through the many challenges of insuring a municipality.

98%

Customer
Satisfaction
Rating

Providing specialized risk services for over 900 members, we provide the solutions you need.

Insurance options



Property

- Building and contents
- Equipment Breakdown, Mobile Equipment, Course of Construction



Automobile

- Third Party Liability, Accident Benefits, Non-owned Automobile Liability, Physical Damage



Facility User Group

- Protect your organization from liability when renting your facilities



Liability

- General Liability, Aviation Liability, Environmental Impairment, Errors and Omissions, Excess Liability, Construction Wrap-up Liability, Cyber and Privacy Liability



Crime

- Money and Securities, Employee Dishonesty

Service structure

Toolkit

- MUNIX
- Risk management platforms
- Risk education
- Enterprise Risk Management
- Loss control
- Property appraisals

Resources

- Industry experts
- Dedicated service team
- Access to global knowledge

Framework

- Determine exposures (identify, quantify)
- Develop strategies (mitigate, transfer, retain)
- Deliver results (lower costs, optimize capital, enhance resiliency)
- Regular monitoring and performance planning

What this means for our members

- Support to enhance and improve services
- Consistent delivery of services and offerings
- Services provided efficiently and effectively

Insurance & Risk Services

Risk Management & Claims Support

Our comprehensive Risk Management program is tailored to the needs of our membership.

By providing the foundation, knowledge and tools needed to navigate key exposure areas, we assist our clients to reduce the frequency and cost of claims that arise.

Comprehensive claims management and servicing is vital in controlling the cost of loss and, ultimately, the cost of risk. When claims arise, we take action in the interest of serving our members. As an organization, we are driven to enhance the stability and capacity of municipalities—we are here for you.

Key features of our Risk Management program:

Loss control program



Inspections by experts to help manage and mitigate risks by identifying items or hazards that may lead to claims:

- Physical risk identification (fire and building hazards) ensures physical condition of building
- Liability protection (facility risk loss control) ensures protection of the public and staff is considered

Building property insurance appraisal program



At the same time as loss control inspections are done, buildings are surveyed to gather the information required to ensure that they are valued to insurance replacement cost.

Details such as construction, area and quality are used to build your appraisal. With \$11 Billion of property assets in the program, we make sure it is properly valued and insured.

Risk management training



Reducing the frequency and cost of claims arising from key exposure areas such as property, liability and automobile is crucial to your municipality. Our easy-to-access eLearning program allows you to learn about managing the risk you deal with daily.

Visit discover.auma.ca to register for one of the 14 free online risk modules offered to, bolster your risk management capacity, study at your own pace and avoid travel costs. The available modules are:

- Essentials of municipal risk management
- Insurance basics
- Municipal liability for public works
- Enterprise risk management
- Fleet safety
- Emergency planning & business continuity
- Parks and recreation
- Seniors facilities
- Contractual liability
- Workplace violence prevention
- Errors and omissions
- Workplace hazardous material information system
- Environmental impairment liability
- Transportation of dangerous goods

AUMA

300, 8616 51 Avenue
Edmonton, AB T6E 6E6
780.433.4431 | 310.AUMA

auma.ca



WE ARE
economies
OF SCALE

WE ARE THE
support
YOU NEED

WE ARE THE
experts
IN MUNICIPALITIES

WE ARE YOUR
advocate

	AUMA Value insured	Deductible AUMA	\$\$ AUMA	RMA Value insured	Deductible RMA	\$\$ RMA
<u>Property (Bldg & Contents)</u>	29,171,216	1,000	29,488	29,190,982	5,000	24,548
Bodily Injury, Prop.Damage, per Occurrence	5,000,000	1,000		5,000,000	5,000	
Business Interruption	250,000	1,000		?5,000,000	5,000	
Extra Expense	15,000,000	1,000		5,000,000	5,000	
Building Under construction	250,000	1,000		250,000	5,000	
<u>Mobile/Heavy Equipment</u>	962,072	1,000	4,998	1,195,297	5,000	2,120
<u>Boiler & Machinery</u>	29,171,216	5,000	1,194	29,190,982	5,000	443
<u>Bond & Crime (CRIME)</u>						
Employee Dishonesty	250,000	1,000		100,000	500 or 1,000	
Money Order & Counterfeit paper	10,000	1,000		20,000	500	
Depositer's Forgery	250,000	1,000		5,000	500	
Money within premises	50,000	1,000		10,000	500	
Money outside premises	50,000	1,000		5,000	500	
Computer & Transfer Frauds	250,000	1,000		10,000	500	
Employee Theft of Client Property				250,000	1,000	
Total B&C Premium:			695			1,112
<u>Automobile</u>						
Auto - Liability \$5M	5,000,000?	n/a	3,429	5,000,000	Lt. Veh <1 T \$500	
Auto - All Perils \$5M	5,000,000?	Various; no info	2,515	5,000,000	Veh >1 T \$1,000	
Non-Owned Auto- Body Injury & Prop.Damage	5,000,000	2,500	14	Incl in Master Liab \$250,000 coverage		
			5,957			4,902
TOTAL ABOVE POLICIES:			42,331.87			33,125

Items of Coverage	AUMA	AUMA Deductible	AUMA Premium	RMA	RMA Deductible	RMA Premium
<u>Commercial General Liability:</u>						
<i>Bodily Injury and/or Property Damage</i>	5,000,000	2,500		5,000,000	nil	
<i>Premises and/or Operations</i>	5,000,000	2,500		5,000,000	1,000	
<i>Tenants' Legal Liability</i>	5,000,000	2,500		5,000,000	1,000	
<i>Municipal E&O's</i>	5,000,000	2,500		5,000,000	1,000 (or 2,500/ 10% legal costs)	
<i>Sudden/Accidental Pollution</i>	5,000,000	2,500		5,000,000	1,000	
<i>Personal & Advertising Injury</i>	5,000,000	2,500		5,000,000	nil	
<i>Contingent ER Liability</i>	5,000,000	2,500		5,000,000	1,000	
<i>Wrongful Dismissal</i>	2,000,000	10,000 Min.	6,560	5,000,000	25,000 Min.	12,226
<u>Excess Liability:</u>						
<i>1st Excess Liability</i>	5,000,000	2,500	included	5,000,000	1,000 & nil	1,002
<i>2nd Excess Liability</i>	5,000,000	2,500	1,091	5,000,000	s/a	575
<i>3rd Excess Liability</i>	No quote			5,000,000	s/a	217
<i>4th Excess Liability</i>	No quote			5,000,000	s/a	137
TOTALS:			7,651			14,157

Per Policy	RMA	AUMA
Property	24,548	29,488
Mobile/Heavy Equipment	2,120	4,998
Boiler & Machinery	443	1,194
Bond & Crime	1,112	695
Automobile	4,902	5,957
General Liability Ins.	12,226	6,560
Excess Liability:		
1st Excess Liability	1,002	<i>included</i>
2nd Excess Liability	575	1,091
3rd Excess Liability	217	<i>No quote</i>
4th Excess Liability	137	<i>No quote</i>
Total Costs	47,282	49,983



POLICY 18-10 - MUNICIPAL LAND PURCHASE POLICY

EXECUTIVE SUMMARY

At the November 22nd regular meeting of Council the following resolution was approved:

7.4 Municipal Land Purchase Policy 18-10			
2018-11-254	MOTION by Mayor Robinson		CARRIED
That Council accept draft Policy 18-10, the Municipal Land Purchase Policy as information and direct Administration to seek legal counsel in establishing means that would protect the Town from vacant lots being purchased by an individual but not developed within a reasonable timeline and bring the information back to a future Council meeting.			

BACKGROUND

As per Council's direction, Administration sought legal counsel regarding options available to the Town in order to ensure development of municipally-owned lots sold to developers/purchasers.

Administration was advised that the best fit was an Agreement to Purchase that would include an Option to Reacquire clause in the event that lot is not developed. The agreement would be registered as a caveat against the land. Default of payment or in performance of the contract would result in the Town cancelling the agreement and refunding the original purchase price less twenty percent (20%).

Other conditions include:

- The requirement of a 10% deposit upon the purchaser entering into the agreement
- The closing date to be 90 days after the date the agreement is entered into.
- The balance to be paid on the closing date.
- The requirement of a development permit being approved prior to the closing date
- Should the conditions not be fulfilled by the closing date, the deposit to be returned less a 5% administration fee

The Agreement of Sale has been attached for Council's reference.

BUDGET IMPLICATIONS

None

ALTERNATIVES

1. Council may approve Policy 18-10, the Municipal Land Purchase Policy.
2. Council may direct Administration in another manner.



TOWN OF SEDGEWICK

REQUEST FOR DECISION

DECEMBER 20TH, 2018
MUNICIPAL LAND PURCHASE POLICY

RECOMMENDATION

1. That Council approve Policy 18-10, the Municipal Land Purchase Policy.

ATTACHMENTS

1. Policy 18-10, the Municipal Land Purchase Policy_DRAFT
2. Agreement of Sale



TOWN OF SEDGEWICK

MUNICIPAL LAND PURCHASE POLICY POLICY # 18-10

APPROVAL DATE: DECEMBER 20TH, 2018
RESOLUTION NUMBER:

1. Policy Purpose

- a. To establish guidelines for the purchase of municipally-owned land in the Town of Sedgewick.
- b. To authorize the administrative processes for completion of a Contract.

2. Definitions

- a. **Closing Date** means the date that the title of the land shall be issued in the name of the Purchaser and shall be ninety (90) days after the Purchaser executes the Contract.
- b. **Developer/Purchaser** means the person or persons who express an interest in entering into a lot purchase Contract with the Town of Sedgewick.
- c. **Contract/ Agreement For Sale** means an enforceable agreement between the Town and a prospective Developer for the purchase of municipally-owned land.
- d. **Town** means the municipality of the Town of Sedgewick.

3. Guidelines

- a. Town Council shall set the prices for all municipal land.
- b. The Town of Sedgewick will offer a Contract that allows a Developer to purchase the land and must state:
 - i. That the Town agrees to sell the land and the Developer agrees to purchase and develop the land;
 - ii. The full purchase price and the due dates of all payments.
 - iii. The requirement for an initial Deposit equal to ten percent (10%) of the full purchase price to be paid at the time that the Contract is entered into by the Purchaser.
 - iv. The balance to be paid to the Town on the Closing Date.
 - v. The requirement for a Development Permit to be approved on or prior to the Closing Date.
 - vi. That should all conditions not be fulfilled by the Closing Date, the Contract be terminated and the deposit returned, less a five percent (5%) administration fee.
 - vii. That the Purchaser agrees to develop the land as per the approved Development Permit with construction to commence within twelve (12) months of the Purchaser entering into the Contract and completed no later than twenty-four (24) months after entering into the agreement.
 - viii. That the Agreement of Sale include an option to reacquire the land in the event that the land is not developed as per Section 3.b.viii.
 - ix. That the Agreement of Sale be registered as a caveat against the land.
 - x. That in the event of a default of payment or in performance of the Contract, the Contract be cancelled with the Town refunding the Purchaser the purchase price less twenty percent (20%).

4. Responsibilities

- a. The Chief Administrative Officer:
 - i. Shall review and approve all Contract documents;
 - ii. Is authorized to sign the Contract document(s); and,
 - iii. Shall review the Municipal Land Purchase Policy and the Contract from time to time and make recommendations to Council.

5. Revision/Review History

None

TOWN OF SEDGEWICK

_____	_____
DATE	MAYOR

_____	_____
DATE	CHIEF ADMINISTRATIVE OFFICER

AGREEMENT FOR SALE & OPTION TO REACQUIRE

THIS AGREEMENT MADE IN TRIPLICATE THIS ____ DAY OF _____, 2018.

BETWEEN:

THE TOWN OF SEDGEWICK
A Municipal Corporation
(hereinafter referred to as the "Town")

-AND-

(hereinafter referred to as the "Purchaser")

WHEREAS the Town is registered or entitled to be registered as the owner of lands within the Town which are municipally described as _____, Sedgewick, Alberta, and legally described as follows:

PLAN _____
BLOCK _____
LOT _____

EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter referred to as the "Lands");

AND WHEREAS the Town wishes to sell the Lands and the Purchaser wishes to purchase the Lands, subject to the terms and conditions contained herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration of the premises and the mutual covenants herein contained the Town and the Purchaser hereby covenants and agrees as follows:

1. Subject to the conditions contained herein the Town hereby sells, and the Purchaser hereby purchases, the Lands for the purchase price of _____ THOUSAND DOLLARS (\$_____), plus any GST applicable thereon (the "Purchase Price").
2. The Purchase Price shall be payable as follows:

BASE PRICE	\$
Plus 5% GST	\$
TOTAL PURCHASE PRICE	\$

Less Deposit \$
Balance Payable on Closing Date. \$

3. The Closing Date for this land sale is _____, 2019 (the "Closing Date").
4. The Purchaser shall pay a Deposit of \$_____ at the time of entering into this Agreement for Sale. The balance of the Purchase Price shall be due and payable on the Closing Date. Failure to pay the balance of the Purchase Price by the Closing Date will result in forfeiture by the Purchaser of the Deposit.
5. This Agreement for Sale is conditional upon a Development Permit for a Dwelling, Single Detached being approved by the Town on or before _____, 2019. If this condition precedent is not satisfied or waived by the date specified, this Agreement for Sale shall be at an end and the Deposit shall be returned to the Purchaser less a 5% administration fee.
6. Subject to payment of the Purchase Price, the Purchaser shall have the right of possession of the said Lands as of the Closing Date.
7. On payment of all moneys owing under this Agreement for Sale, the Town will execute and deliver to the Purchaser a transfer in his favour of the said Lands, subject to the reservations, exceptions and restrictions hereinbefore mentioned, said transfer to be prepared by the Town at its expense but all fees payable in connection with the registration of the said transfer to be paid by the Purchaser.
8. If the Purchaser is a GST registrant, the closing documents shall provide for the purchaser to self-assess the GST payable on this purchase.
9. Notwithstanding the closing of the purchase and the delivery by the Town of a transfer of land prior to completion of the development required under this Agreement, the Option to Reacquire contained in paragraph 22 shall be available for exercise by the Town in accordance with the provisions of paragraph 22.
10. Any notice to be given to the Purchaser hereunder will be deemed to have been properly given to him if addressed to him at the last address supplied by the Purchaser to the Town.
11. The Purchaser is responsible for any and all damages incurred during construction to utility installations, sidewalk, and/or roads abutting or adjacent to the said Lands.
12. Time is to be considered of the essence of this Agreement.
13. The Town will be under no obligation to the Purchaser to stake the boundaries of the said Lands hereby sold, and the Purchaser, if he desires to have the said boundaries determined by a survey, or otherwise, must bear the expense thereof.
14. The Purchaser accepts the said Lands in their present condition, on an "as is where is" basis. The Town makes no representations or warranties regarding the condition of the said Lands, or their suitability for the purposes of the Purchaser.

15. The Purchaser agrees that as inducement to the Town to sell the said Lands to the Purchaser, the Purchaser commits to complete the development of a Dwelling, Single Detached in compliance with applicable regulations as set out in the Town of Sedgewick Land Use Bylaw and the Development Permit issued for the said Lands. The development on the said Lands shall commence ("commence" means at least excavation) within TWELVE (12) months of entering into the Agreement for Sale. The Purchaser shall complete the said development as soon as reasonably possible thereafter but in any event no later than TWENTY FOUR (24) months after the date of entering into the Agreement for Sale. For the purpose of this Agreement, completion of the development shall mean that state when the development is ready for occupancy. This Agreement for Sale or a Development Agreement may be registered as a caveat against the Lands to assure development. The Purchaser grants to the Town the Option to Reacquire the Lands as security for performance of this obligation.
16. The Purchaser will not commence erection of the development approved by the Development Permit until the plans and specifications thereof have been submitted to and approved by the Development Officer as satisfactory for the district in which the said development is to be erected; such approval may be withheld notwithstanding that the proposed building may conform to existing building, zoning or other relevant Bylaw of the Town, if in the opinion of said Development Officer its size, value, material to be used in construction, architectural style or appearance is unsuitable for the district concerned.
17. The proposed development shall comply with all terms and conditions stated in the Development Permit.
18. The Town reserves the unfettered right to create new or expand existing utility Rights of Way or easements for municipal utilities and services.
19. The Town undertakes and warrants to the Purchaser to pay any and all commissions, fees or compensation it agreed to pay relating to the sale of the said Lands by the Town to the Purchaser.
20. The Purchaser will not assign his right, title, interest or equity in or to the said Lands as herein described at any time while this Agreement remains in force and effect without the express written approval of the Council of the Town which may be withheld unless the person to whom such assignment is to be made enters into a written Agreement with the Town to carry out the building condition contained in Paragraph 13 hereof, and unless in addition the Council of the Town receives evidence satisfactory to them that the Purchaser is not receiving as consideration for assignment a sum greater than has actually been paid by him to the Town under the terms of this Agreement.
21. It is agreed between the parties that the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
22. It is further agreed that wherever the singular or masculine is used throughout this Agreement, the same shall be construed as meaning the plural or feminine or a body corporate where the context or the parties hereto so require, and in case there are two or

more purchasers, the covenants herein contained on their part shall be deemed to be joint or several.

23. If the Purchaser shall at any time make default in any of the payments by himself hereunder agreed to be paid or in any part thereof, or in the performance of any of the covenants herein contained, the Town may at any time after such default, and prior to transfer of title to the Purchaser, without notice to the Purchaser, cancel this Agreement for Sale and declare the same at an end. In case of cancellation of the sale as aforesaid, the Town will refund to the Purchaser the Purchase Price theretofore paid to the Town, less TWENTY PERCENT (20%), and any taxes and penalties remaining unpaid by the Purchaser with respect to the said Lands, which shall be retained by the Town as and by way of liquidated damages and not as a penalty.

OPTION TO REACQUIRE

24. In consideration of the Town transferring title to the lands to the Purchaser, prior to completion of the development required in this Agreement for Sale, the Purchaser grants to the Town the Option to Reacquire the said Lands free and clear of all encumbrances except those registered on title at the time of transfer of the said lands to the Purchaser by the Town, to be exercised only in the event that after transfer of title, the Purchaser defaults in performance of its obligation to commence and complete development upon the said Lands. If the Purchaser fails to commence a development upon the said Lands within the time period contained in paragraph 13 of this Agreement for Sale, or having commenced, fails to complete the development within the time period contained in paragraph 13 of this Agreement for Sale, the Town may, by serving a written Option Notice on the Purchaser by delivery to _____, on or before three (3) years from the date of this Agreement, exercise the Option to Reacquire the said Lands. If the Option to Reacquire is exercised, the purchase price shall be the sum equal to the Purchase Price paid by the Purchaser to acquire the said Lands from the Town, less TWENTY PERCENT (20%).
25. If the Option Notice is served on the Purchaser by the Town, the re-acquisition transaction shall be closed in accordance with Schedule "A" to this Agreement for Sale.

IN WITNESS WHEREOF the parties have set their hand and seal on the date first written above.

TOWN OF SEDGEWICK

Per:

_____ (c/s)

WITNESS

Per:

SCHEDULE “A”

OPTION TO REACQUIRE

This Agreement made this ____ day of _____, 2019.

BETWEEN:

THE TOWN OF SEDGEWICK
A Municipal Corporation
(hereinafter referred to as the “Optionee”)

-AND-

(hereinafter referred to as the “Grantor”)

WHEREAS:

- (A) The Grantor is entitled, by way of the Agreement for Sale, dated _____, 2019, to become the registered owner of those lands in the Town of Sedgewick indicated on **Schedule “1”** hereto (the “Purchase Lands”); and
- (B) The Purchase and Sale of the Purchase Lands to the Grantor proceeded and closed on the basis that the Grantor would develop a Dwelling, Single Family (the “Development”) on the Purchase Lands within 24 months after the date of entering into the Agreement for Sale; and
- (C) The Optionee wishes to acquire an option to reacquire the Purchase Lands from the Grantor, to be exercised only in the event such Development does not proceed in a timely manner, and the Grantor has agreed to grant to the Optionee an option to purchase the Purchase Lands pursuant to the terms, provisions and conditions set forth herein;

NOW THEREFORE this Agreement witnesses that in consideration of the sum of **One (\$1.00) Dollar** (Canadian) now paid by the Optionee and other good and valuable consideration, the

receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants to the Optionee the sole and exclusive option irrevocable within the time for exercise provided herein to purchase the Purchase Lands (the “Option”), free and clear of all encumbrances except those listed in **Schedule “2”** (the “Permitted Encumbrances”) on the following terms and conditions:

Section 1: Conditions Precedent

- 1.1 The Option shall only be available for exercise if the Purchase Lands are transferred by the Optionee to the Grantor and the Grantor defaults in its obligations to develop the Purchase Lands.

Section 2: Exercise Of Option

- 2.1 This Option may be exercised by the Optionee giving notice in writing (the “Option Notice”) delivered or faxed to the Grantor at the following address:

on or before 11:30 a.m. Mountain Time within THREE (3) years of the date of this Agreement (the “Option Exercise Date”).

- 2.2 In the event that the Option Notice is not delivered to the Grantor by the Option Exercise Date, this Agreement and everything contained herein shall be at an end and no longer binding on the parties hereto, except that the Grantor shall be entitled to retain the Option Payment.
- 2.3 Upon the delivery of the Option Notice in the manner set out above, this Agreement and the Option Notice shall become a binding contract of sale and purchase of the Purchase Lands, and such sale and purchase will be completed upon the terms provided in Section 3 herein and **Schedule “3”** hereof (collectively, the “Reacquisition Agreement”).

Section 3: Representations, Warranties and Covenants

- 3.1 In this Agreement and the Reacquisition Agreement, the Grantor makes the following

representations and warranties in respect of the Purchase Lands effective as of the date hereof and the Closing Date or Dates:

- (a) The Grantor is a resident of Canada for the purposes of Section 116 of the *Income Tax Act* of Canada;
- (b) Subject to closing the purchase of the Purchase Lands, the Grantor will have good title to the Purchase Lands, and is ready, willing and able to convey title to the Purchase Lands free and clear from any liens and encumbrances apart from the Permitted Encumbrances, and also free and clear from any charges, claims, or obligations of any party claiming by, through, or under the Grantor;
- (c) The Grantor has used no real estate agent in connection with this Option Agreement or the Purchase Agreement for which commissions are or may become payable; and
- (d) To the best of the Grantor's knowledge, information and belief, the Purchase Lands have only been used for residential purposes.

Each of the representations and warranties in this Clause 3.1 will expire one (1) year following the Closing Date (as defined in Schedule "C") unless action is commenced by the Optionee in a court of competent jurisdiction with respect to such representation or warranty.

- 3.2 The Grantor hereby agrees to indemnify and save harmless the Optionee from and against any claims, demands, actions, suits, losses, costs, damages and expenses (including, without limitation, legal fees and disbursements on a solicitor and his or her own client indemnity basis) arising from or relating to the breach of any representation or warranty set forth in Clause 3.1, except where such breach or non-compliance is the result of the act or omission of the Optionee.

Section 4: Miscellaneous Provisions

- 4.1 The Grantor and the Optionee shall execute all further deeds, documents and assurances and will do all further things as may be reasonably required for the purpose of carrying out this agreement according to its true meaning and intent.
- 4.3 The Optionee shall have the right to assign any of its rights and obligations under this Agreement.
- 4.4 Time shall be of the essence.
- 4.5 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta.
- 4.6 This Agreement shall enure to the benefit of, and be binding upon, the parties hereto and their respective heirs, personal representatives, successors and assigns.
- 4.7 Except as may be required to perform the terms of this Agreement and the Purchase Agreements or as may otherwise be required by law, the Grantor agrees to maintain the terms of this Agreement and the Purchase Agreement in confidence.
- 4.8 The Optionee shall postpone any caveat registered in respect of this Agreement at the Land Titles Office for the North Alberta Land Registration District to financing arranged by and expended for the Development of the Purchase Lands.
- 4.9 This is the entire agreement between the parties respecting the Option granted by the Grantor to the Optionee to purchase the Purchase Lands. Except as expressly provided herein, there are no representations, warranties, collateral agreements or conditions respecting the purchase and sale of the Purchase Lands.
- 4.10 This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have duly executed this Option Agreement by the hands of their proper officers, as of the day and year first above written.

TOWN OF SEDGEWICK

Per:

_____ (c/s)

WITNESS

Per:

SCHEDULE "1"

DESCRIPTION OF THE PURCHASE LANDS

PLAN _____

BLOCK _____

LOT _____

EXCEPTING THEREOUT ALL MINES AND MINERALS

SCHEDULE “2”

PERMITTED ENCUMBRANCES

SCHEDULE “3”

TERMS AND CONDITIONS OF REACQUISITION AGREEMENT

1. If the Option is exercised by the Optionee, the Optionee shall pay to the Grantor for the Purchase Lands the sum of _____ THOUSAND DOLLARS (\$_____) (Canadian) (plus GST) less TWENTY PERCENT (20%) as the Purchase Price.
2. The Closing Date of the purchase of the Purchase Lands shall be the thirtieth (30th) day following delivery of the Option Notice.
3. The Optionee shall be entitled to vacant possession of the Purchase Lands on the Closing Date. The Optionee shall pay the taxes from the Closing Date.

The following provisions apply to and form part of the terms and conditions of the Reacquisition Agreement of the Purchase Lands.

4. On the Closing Date, the Optionee shall pay to the Grantor, by certified cheque, bank draft or solicitor's trust cheque, the Purchase Price, subject to the adjustments described in paragraph 5 herein. Such sum shall be held in trust by the Grantor's solicitor until title to the Purchase Lands has been issued in the name of the Optionee, free and clear from all liens and encumbrances.
5. All usual adjustments, taxes, interest and other adjustable items shall be made as of 12:00 o'clock noon on the Closing Date. The Optionee shall pay interest, at a rate of one percent (1%) per annum above the Prime Rate on any money owing to the Grantor from the Closing Date to the date such money is paid. In no event shall the Purchase Price be paid later than thirty (30) days after the Closing Date. In this Purchase Agreement, “Prime Rate” means that reference rate of interest determined and announced from time to time by the Royal Bank of Canada as being its “prime rate” of interest for Canadian dollar demand commercial loans made in Canada.
6. The Purchase Lands including all fixtures and other items to be purchased shall remain at the risk of the Grantor until the Closing Date. In the event of loss, destruction or damage (collectively “Purchase Lands Damage”) to improvements on the Purchase Lands between the time of the granting of the Option and the Closing Date, the Grantor shall not be obliged to repair such Purchase Lands Damage and shall be entitled to retain the insurance proceeds, if any, receivable in respect of such Purchase Lands Damage. In the event of contamination of the Purchase Lands between the time of the Option and the Closing Date, so long as the Optionee has not caused or contributed to the contamination, the Grantor will have the option either:
 - a) to remediate such contamination at the expense of the Grantor, prior to the Closing Date and if such remediation is not done or completed, the Optionee shall be at liberty to off-set the cost (based on the average cost estimate from two (2) independent contractors experienced in their remediation of the contamination in

question) to remediate the contamination against the Purchase Price on the Closing Date; or

- b) to advise the Optionee in writing that the Grantor does not intend to remediate such contamination, in which case the Optionee shall have the option:
 - i) to terminate the Reacquisition Agreement, in which case all payments made by the Optionee to the Grantor under the Option Agreement shall be returned to the Optionee; or
 - ii) to complete the Reacquisition Agreement, in which case the Grantor shall assign to the Optionee all rights of the Grantor against third parties in respect of such contamination.
- 7. A transfer of land in registrable form shall be, at the Grantor's expense, prepared and provided (together with any pertinent Certificate of Title) to the Town's solicitor within seven (7) days of the Closing Date. The Grantor shall also be responsible, at its cost, for the preparation and registration of discharges of any liens or encumbrances registered against the Purchase Lands other than Permitted Encumbrances.
- 8. Time shall be of the essence.
- 9. This Reacquisition Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta.
- 10. This Reacquisition Agreement shall enure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.
- 11. Except as otherwise expressly provided, the terms and conditions contained within this Reacquisition Agreement shall not merge on closing and shall survive the Closing Date.

FORM 32

**LAND TITLES ACT
(Section 164)**

AFFIDAVIT RE VALUE OF LAND

I, _____, an authorized representative of _____ make oath and say:

1. I (we) am (are) (one of) the transferee(s) (or agent of the transferee(s) named in the within or annexed transfer and I know the land therein described;

PLAN _____

BLOCK _____

LOT _____

EXCEPTING THEREOUT ALL MINES AND MINERALS

2. I know the circumstances of the transfer and true consideration paid by me is as follows:

3. The current value* of the land**, in my opinion, is \$ _____
(\$ _____)

* “value” means the dollar amount that the land might be expected to realize if it were sold on the open market by a willing seller to a willing buyer

** “land” includes buildings and all other improvements affixed to the land.

SWORN before me at _____)
in the Province of _____) _____
this _____ day of _____, 2019)
_____)
_____)

Commissioner for Oaths in and for
Alberta, or a Notary Public if sworn in any other
Province than Alberta.

TRANSFER OF LAND

TOWN OF SEDGEWICK

being registered owner of an estate in fee simple, subject to registered encumbrances, liens, and interests, if any, in all that piece of land(s) situate in the Province of Alberta, described as follows:

PLAN _____

BLOCK _____

LOT _____

EXCEPTING THEREOUT ALL MINES AND MINERALS

do hereby in consideration of the sum of

paid to us by the Transferee the receipt of which sum it hereby acknowledges, transfer to

all its estate and interest in that piece of land.

IN WITNESS WHEREOF the Town of Sedgewick has hereunto affixed its name and corporate seal by its duly appointed officers this ____ day of _____, 2019.

TOWN OF SEDGEWICK

_____(c/s)



SEWER REHAB PRIORITIES

EXECUTIVE SUMMARY

At their November 22nd, 2018 regular meeting, Council reviewed the 2018 sanitary sewer CCTV inspection results along with a proposed rehabilitation plan. Council directed Administration to include the provided estimates into the 2020-2024 capital plan/forecast.

BACKGROUND

With tendering planned early in the new year, a more thorough consideration of sewer rehab priority is necessary especially due to recent discussion among Council regarding two blocks of deteriorating pavement on 49th Street and 47th Street. These two blocks of road sit above clay tile sewer pipe which as per the proposal submitted by Associated Engineering, is not destined to be replaced until years 6 and 7 at the earliest.

It is Administration's understanding that Council would like to address these two blocks earlier in the program as advice from the engineer is that there is no practical short term fix for these roads that would be cost beneficial.

For the 2019 budget year, after further discussions with the engineer, Administration is recommending the following priorities:

Location	Projected Cost	Description
4800 block of 47 th Street	Included in Main St. Revit.	Main Street Project
4900 block of 47 th Street	\$350,000	Sewer Rehab
5000 block of 47 th Street	\$400,000	Sewer rehab and full pave
4900 block of 48 th Street	\$350,000	Sewer rehab
4800 block of 49 th Street	\$400,000	Sewer rehab and full pave
	\$1,500,000	

The above will push back 50th Street to a later year (2020 or 2021). There is an advantage in this as it will provide more time to discuss the project with Alberta Transportation and obtain permitting.

BUDGET IMPLICATIONS

No change in budget



TOWN OF SEDGEWICK

REQUEST FOR DECISION

DECEMBER 20TH, 2018
SEWER REHAB PRIORITIES

ALTERNATIVES

1. Council may approve as first priority for sewer rehab to be completed in 2019 the following streets:
 - The 4900 block of 47th Street,
 - The 5000 block of 47th Street,
 - The 4900 block of 48th Street, and
 - The 4800 block of 49th Street.
2. Council may direct Administration as to a different priority.

RECOMMENDATION

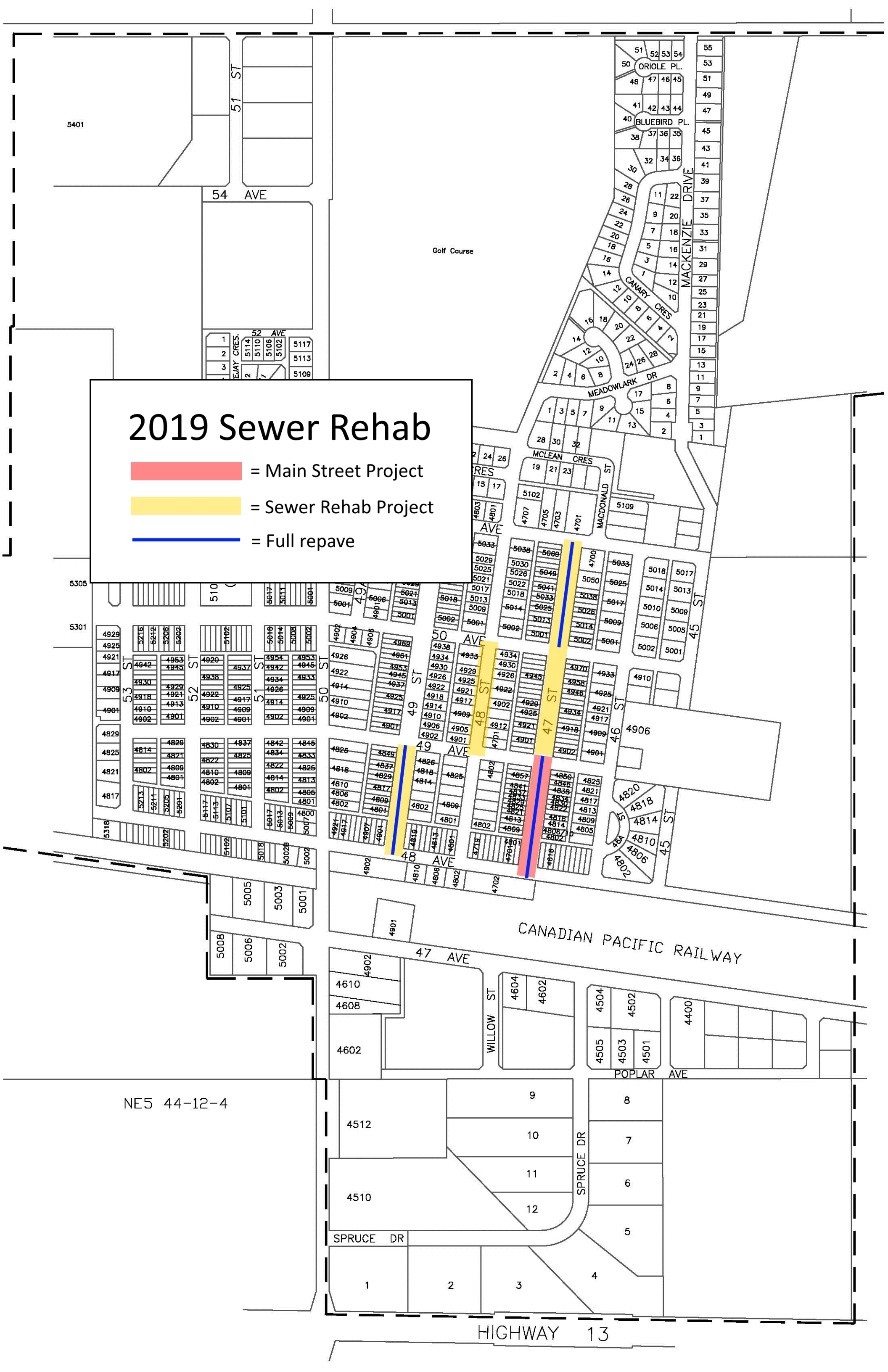
1. That Council approve as first priority for sewer rehab to be completed in 2019 the following streets:
 - The 4900 block of 47th Street,
 - The 5000 block of 47th Street,
 - The 4900 block of 48th Street, and
 - The 4800 block of 49th Street.

ATTACHMENTS

1. Map of proposed 2019 sewer rehab
2. CCTV results and Sewer Rehab Program_DRAFT

2019 Sewer Rehab

- = Main Street Project
- = Sewer Rehab Project
- = Full repave



November 6, 2018

File: 2018-3149.010.E.05.00

Jim Fedyk
CAO
Town of Sedgewick
Box 129
Sedgewick, AB T0B 4C0

Re: 2018 SANITARY SEWER CCTV INSPECTION RESULTS & PROPOSED REHABILITATION PROGRAM

Dear Mr. Fedyk:





1 BACKGROUND INFORMATION

Cam-Trac Inspection Services Ltd. (Cam-Trac) was retained by the Town of Sedgewick (the Town) to undertake CCTV inspections of the sanitary sewers in downtown Sedgewick in Spring 2018. We performed a preliminary review of the results for the mainlines and laterals, as described in the letter sent to you on July 6, 2018.

The inspections of 20% of the mainlines were not completed due to ice and/or debris build-up. In our letter dated July 6, 2018, we recommended that the Town retain Cam-Trac to flush the mainlines and complete the inspections of these sewers. Cam-Trac returned to complete these inspections in September 2018. We reviewed the results of the September 2018 inspections, coupled with the Spring 2018 inspections, and developed a multi-year sanitary sewer rehabilitation program.

2 ANALYSIS OF RESULTS

Cam-Trac used the Pipeline Assessment Certification Program (PACP) developed by the National Association of Sewer Service Companies to rate the mainline sewers based on structural and operations and maintenance (O&M) criteria. Each pipeline segment was assigned a structural condition rating and O&M rating between 1 and 5. Both ratings, structural and O&M, are based on the following definitions:

- | | | |
|---|----------|--|
|  | 5 | Pipe has failed or will fail in the immediate future. |
|  | 4 to < 5 | Significant defects noted. Pipe is near the end of service life. |
|  | 3 to < 4 | Moderate defects noted. Pipe is at the middle of service life. |
|  | 2 to < 3 | Minor to moderate defects noted. |

November 6, 2018
Jim Fedyk
Town of Sedgewick
- 2 -

— < 2 Minor defects noted. Pipe is at the beginning of service life and is in new or near new condition.

Figure 1 (enclosed) illustrates which pipes were inspected in 2018.

The PACP program uses many different descriptors for identifying defects. For illustrative purposes, the types of defects were grouped into 6 categories:

- Broken Pipe / Structural Defect;
- Cracking;
- Sag;
- Joint Offset / Separation;
- Intrusion / Obstacle; and
- Deposits

Our analysis considered the PACP ratings provided by Cam-Trac in addition to the frequency and severity of each defect. Consideration was also made to group areas of rehabilitation, whenever possible.

3 2018 CCTV RESULTS

We imported the defect data provided by Cam-Trac into ArcGIS and mapped the results, as shown on **Figure 2A** (enclosed). **Figure 2B** (enclosed) illustrates the two most severe types of defects. The mainlines inspected are predominantly clay tile pipe; the areas with PVC mainlines were not inspected in 2018.

The PACP rating for each pipe, used in our analysis, was chosen as the maximum of the structural PACP rating and the O&M PACP rating. The PACP ratings are depicted on **Figure 3** (enclosed).

4 PROPOSED REHABILITATION PROGRAM

Our proposed rehabilitation program maximizes the length of sanitary sewer rehabilitation in Year 1 (2019) and includes a 12-year program of rehabilitation, through 2030, and is shown on **Figure 4** (enclosed). An annual budget was assumed when considering the limits of rehabilitation each year thereafter.

- Year 1 focuses on the length of pipe stated in our proposal (approximately 625 m), and adds the section of 47 Street, between 48 Avenue and 49 Avenue, to coincide with the 2019 Main Street Rehabilitation Program.
- It was assumed that \$300,000 would be available for sanitary sewer rehabilitation for each year thereafter. Assuming a unit rate of \$1,800 per metre, this allows for 165 m to 170 m of sanitary sewer rehabilitation each year in Years 2 through 12.
- The service life of a few pipes can be extended if spot repairs are done on the worst sections within the next few years. This will allow the overall replacement of the pipes to

November 6, 2018
Jim Fedyk
Town of Sedgewick
- 3 -

occur further in the future. Years 1 and 2 include spot repairs throughout the Town in addition to sections of rehabilitation.

- All references to costs are in 2018 dollars and refer to construction costs only.
- The table below details the proposed rehabilitation program.

Year	Street	From	To	Length (m)	Diameter (mm)	Estimated Cost
1	48 Avenue	50 Street	51 Street	81	200	\$1,431,000
	50 Street	48 Avenue	51 Avenue	525	200	
	47 Street	48 Avenue	49 Avenue	169	200	
	47 Street	(2 Spot Repairs)		20	200	
2	48 Street	49 Avenue	50 Avenue	172	200	\$327,600
	48 Avenue	(Spot Repair)		10	200	
3	47 Street	North of 49 Ave	50 Avenue	112	200	\$297,000
	Bluejay Crescent	Cul-de-sac	PUL south of 52 Ave	53	200	
4	PUL north of 48 Ave	51 Street	52 Street	103	200	\$289,800
	PUL north of 51 Ave	50 Street	PUL west of 50 St	58	200	
5	48 Street	48 Avenue	49 Avenue	169	200	\$304,200
6	47 Street	49 Avenue	North of 49 Avenue	61	200	\$291,600
	49 Street	49 Avenue	South of 49 Avenue	71	200	
	51 Avenue	50 Street	West of 50 Street	30	200	
7	47 Street	51 Avenue	South of 51 Avenue	61	200	\$306,000
	48 Avenue	49 Street	50 Street	109	200	
8	47 Street	50 Avenue	North of 50 Avenue	91	200	\$320,400
	49 Street	51 Avenue	South of 51 Avenue	87	250	
9	49 Street	North of 50 Ave	South of 50 Avenue	172	200 / 250	\$309,600
10	48 Avenue	47 Street	West of 48 Street	152	200	\$273,600
11	48 Avenue	49 Street	East of 49 Street	47	200	\$261,000
	49 Street	48 Avenue	North of 48 Avenue	98	200	
12	49 Street	49 Avenue	North of 49 Avenue	86	200	\$154,800

November 6, 2018
Jim Fedyk
Town of Sedgewick
- 4 -

5 RECOMMENDATIONS

We recommend that the Town review our proposed rehabilitation program and confirm the anticipated annual budget for Years 2 through 12. We also recommend that the Town continue to seek and apply for municipal / infrastructure grants as many of the pipes would benefit from an accelerated rehabilitation program. The Town could also consider implementing a Local Improvements Tax to help offset the costs of rehabilitating aging infrastructure.

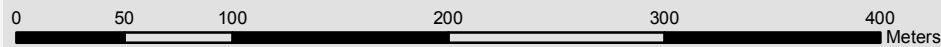
Thank you for the opportunity to work with you on this project. Please give us a call for further discussion.

Yours truly,

Kaitlin Munroe, P.Eng.
Project Engineer

Nelson Dos Santos, P.Eng.
Project Manager

(Encl.)



Legend:

- Manhole
- CCTV Inspection 2018
- Not Inspected



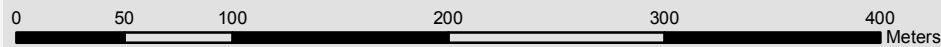
FIGURE No. 1

SEDGEWICK
SANITARY SYSTEM

2018 CCTV SCOPE

AE PROJECT No.	2018-3149.010
SCALE	1:3,500
COORD. SYSTEM	NAD 1983 UTM ZONE 12N
DATE	2018 NOVEMBER 6
REV	
DESCRIPTION	ISSUED FOR REVIEW

Note:
Manhole asset numbers
outside 2018 CCTV inspection
scope omitted for clarity.



Legend:

- Manhole
- Sanitary Pipe

CCTV Results

- Broken Pipe / Structural Defect
- Cracking
- Sag
- Joint Offset / Separation
- Intrusion / Obstacle
- Deposits

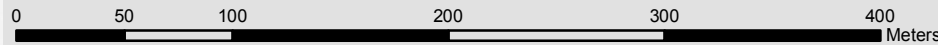


FIGURE No. 2A

SEDGEWICK
SANITARY SYSTEM

2018 CCTV RESULTS

AE PROJECT No.	2018-3149.010
SCALE	1:3,500
COORD. SYSTEM	NAD 1983 UTM ZONE 12N
DATE	2018 NOVEMBER 6
REV	
DESCRIPTION	ISSUED FOR REVIEW



Legend:

- Manhole
- Sanitary Pipe
- CCTV Results**
- Broken Pipe / Structural Defect
- Cracking

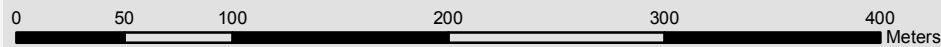


FIGURE No. 2B

SEDGEWICK
SANITARY SYSTEM

2018 CCTV RESULTS

AE PROJECT No.	2018-3149.010
SCALE	1:3,500
COORD. SYSTEM	NAD 1983 UTM ZONE 12N
DATE	2018 NOVEMBER 6
REV	
DESCRIPTION	ISSUED FOR REVIEW



- Legend:
- Manhole
 - Sanitary Pipe
- PACP Rating**
- 5
 - 4 to < 5
 - 3 to < 4
 - 2 to < 3
 - < 2

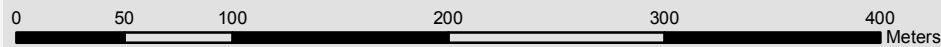


FIGURE No. 3

SEDGEWICK
SANITARY SYSTEM

2018 CCTV RESULTS
CLASSIFIED BY PACP RATING

AE PROJECT No.	2018-3149.010
SCALE	1:3,500
COORD. SYSTEM	NAD 1983 UTM ZONE 12N
DATE	2018 NOVEMBER 6
REV	
DESCRIPTION	ISSUED FOR REVIEW



Legend:

- Manhole
- Sanitary Pipe

Rehab Plan

- Year 1 (775 m) - 2019
- Year 2 (172 m) - 2020
- Year 3 (165 m) - 2021
- Year 4 (161 m) - 2022
- Year 5 (169 m) - 2023
- Year 6 (162 m) - 2024
- Year 7 (170 m) - 2025
- Year 8 (178 m) - 2026
- Year 9 (172 m) - 2027
- Year 10 (152 m) - 2028
- Year 11 (145 m) - 2029
- Year 12 (86 m) - 2030
- Reinspect in 5 Years (2023)
- Spot Repair Year 1 - 2019
- Spot Repair Year 2 - 2020



FIGURE No. 4

SEDGEWICK
SANITARY SYSTEM

2018 CCTV RESULTS
PROPOSED REHABILITATION PROGRAM

AE PROJECT No.	2018-3149.010
SCALE	1:3,500
COORD. SYSTEM	NAD 1983 UTM ZONE 12N
DATE	2018 NOVEMBER 6
REV	
DESCRIPTION	ISSUED FOR REVIEW



POLICY #18/11 – RESERVE FUNDS POLICY

EXECUTIVE SUMMARY

In an effort to reduce the number of Town reserves and make future planning simpler, Administration is requesting the following reserve transfers. As well Administration has prepared a Reserve Funds Policy for Council's review that would place parameters around the use and maintenance of reserves.

BACKGROUND

The following reserve transfers are being recommended by Administration. All reserves in the left column would be eliminated with the balance being brought to zero. A new 'General Capital' reserve would be created that would fund a broad variety of capital projects.

Transfer From:	Transfer To:	New Balance
Office Equipment (\$54,250)	#49700900 General Operating (\$81,986)	\$136,236.00
Future Development (\$424.98) Fire Capital (\$10,172) Fire Building (\$48,565) Infrastructure Streets (\$220) PW Building (\$18,819) Landfill Expansion (\$11,331)	#49700901 General Capital (\$0)	\$89,531.98
PW Truck Replacement (\$13,049)	#4970095 PW Equipment (\$60,814)	\$73,863.00
Community Hall (\$21,043)	#49700998 Recreation Capital (\$84,392)	\$91,392.00

The following reserves would continue:

Other available reserves

Recreation Operating	\$221,064.21
TOS/County Fire Truck	\$149,615.00
Water Infrastructure	\$359,946.00
Sewer Infrastructure	\$9723.80
Natural Gas Infrastructure	\$108,499.66
Cemetery	\$7000.00

To further aid in planning, Administration has prepared a draft of a Reserve Funds Policy based on the transfers recommended above. The purpose of the policy is to establish guidelines for accumulating, maintaining and using Town reserves.

The policy includes Schedule 'A' which lists the purpose, minimum level and target of each of the Town's current reserves. Administration welcomes input from Council in regards to Schedule 'A'.



BUDGET IMPLICATIONS

None

ALTERNATIVES

1. Council may direct Administration to perform the following reserve transfers:
 - a) Transfer the full balance from the Office Equipment Reserve (49712900) to the General Operating Reserve (49700900).
 - b) Transfer the full balance from the Future Development Reserve (49700992) to the General Capital Reserve (49700901),
 - c) Transfer the full balance from the Fire Capital Reserve (49723901) to the General Capital Reserve (49700901),
 - d) Transfer the full balance from the Fire Building Reserve (49723903) to the General Capital Reserve (49700901),
 - e) Transfer the full balance from the Infrastructure Streets Reserve (49732900) to the General Capital Reserve (49700901),
 - f) Transfer the full balance from the PW Building Reserve (49732904) to the General Capital Reserve (49700901),
 - g) Transfer the full balance from the Landfill Expansion Reserve (49743100) to the General Capital Reserve (49700901),
 - h) Transfer the full balance from the PW Truck Replacement Reserve (49732902) to the PW Equipment Reserve (4970095), and
 - i) Transfer the full balance from the Community Hall Reserve (49791903) to the Recreation Capital Reserve (49700998);and further direct that all Town reserves with a zero balance be closed;
and further approve Policy #18-11, The Reserve Funds Policy, as presented.
2. Council may authorize different reserve transfers and amend Policy #18-11.
3. Council may accept the above as information.



RECOMMENDATION

1. That Council direct Administration to perform the following reserve transfers:
 - a) Transfer the full balance from the Office Equipment Reserve (49712900) to the General Operating Reserve (49700900),
 - b) Transfer the full balance from the Future Development Reserve (49700992) to the General Capital Reserve (49700901),
 - c) Transfer the full balance from the Fire Capital Reserve (49723901) to the General Capital Reserve (49700901),
 - d) Transfer the full balance from the Fire Building Reserve (49723903) to the General Capital Reserve (49700901),
 - e) Transfer the full balance from the Infrastructure Streets Reserve (49732900) to the General Capital Reserve (49700901),
 - f) Transfer the full balance from the PW Building Reserve (49732904) to the General Capital Reserve (49700901),
 - g) Transfer the full balance from the Landfill Expansion Reserve (49743100) to the General Capital Reserve (49700901),
 - h) Transfer the full balance from the PW Truck Replacement Reserve (49732902) to the PW Equipment Reserve (49700905), and
 - i) Transfer the full balance from the Community Hall Reserve (49791903) to the Recreation Capital Reserve (49700998);

and further direct that all Town reserves with a zero balance be closed;
and further that Council approve Policy #18-11, The Reserve Funds Policy.

ATTACHMENTS

1. Policy 18-11, The Reserve Funds Policy_DRAFT



TOWN OF SEDGEWICK

RESERVE FUND POLICY

POLICY # 18-11

APPROVAL DATE:

RESOLUTION NUMBER:

1. Policy Statement

Maintaining capital infrastructure and financial assets over the long term is a necessity for the Town of Sedgewick. Reserve funds are an important part of keeping the Town sustainable into the future and protecting these funds is a priority for Town Council.

2. Policy Purpose

The purpose of this policy is to establish guidelines for the accumulation, maintenance and use of the Town's reserve funds.

3. Definitions

- 3.1. "Capital reserves" means the portion of unrestricted net assets that the Town maintains, or that Council has designated (or "restricted") for use in maintaining an adequate reserve to acquire, construct, replace or rehabilitate a capital asset as required, and as identified in the Town of Sedgewick Capital Plan.
- 3.2. "Dedicated reserves" means the portion of unrestricted net assets that the Town has collected from developers to fund specific initiatives and/ or projects. The funds may not be used for any other purpose than what they were collected for.
- 3.3. "Depreciation" means the amortization amount of fixed assets, such as buildings and equipment, in order to allocate the cost over its useful life. It is a process of cost allocation and not valuation. Depreciation increases expenses but does not reduce cash.
- 3.4. "Operating expenses" means the annual expenditures to fund regular operations and for greater certainty, do not include transfers from operating to fund capital expenditures, transfers to reserves, internal transfers between departments, and funds expended on non-tangible capital asset.
- 3.5. "Operating reserves" means the portion of unrestricted net assets that the Town maintains, or that Council has designated (or "restricted") for use in:
 - a) emergencies to sustain financial operations for a reasonable period in the event of significant and unanticipated, unbudgeted increases in operating expenses and/ or losses in operating revenues, and/ or

- b) funding budgeted contingencies for non-emergent but unpredictable revenues, volatile expenditures, and unanticipated opportunities and/ or challenges, and/ or
- c) funding for the mitigation of tax rate increases.

3.6. "Program specific reserves" means the portion of unrestricted net assets that the Town maintains, or that Council has designated (or "restricted") for use in specific initiatives or programs for which the funds are collected.

4. Guidelines

- 4.1. All reserve transfers, re-designations, revisions, and new account requests must be approved by Council. Approvals may be in the form of:
 - a) The annual operating or capital budget approval;
 - b) A carryover project that was contained in an approved operating or capital budget; or
 - c) A Council resolution.
- 4.2. Amounts that have been allocated for specific projects that remain unused after the project is completed may be returned to the reserve from which they originated without Council approval.
- 4.3. Draws from reserves must not exceed the fund balance unless it can be demonstrated to Council that future sources of revenue will provide adequate funding to return the fund to a positive balance.
- 4.4. All operating and capital reserve funds must be fully described and include a purpose, source of funding, minimum level, and optimum or target level.
- 4.5. Before creating a new reserve fund, the option of adding an incremental contribution to an existing fund of a like nature will be considered.
- 4.6. The prescribed fund limits will be reviewed by Council at least once each term of office.
- 4.7. At the end of each year, interest will be paid to all reserve funds based on the average balance, calculated as the opening plus closing balances divided by two, and at the annual average interest rate in which the funds are being held.

- 4.8. The Town will maintain reserve funds in accordance with Schedule A.
- 4.9. Program specific reserve funds are intended to accumulate the money collected for specific initiatives or programs stipulated at the time of collection.

5. Responsibilities

- 5.1. Reserve funds will be drawn down only under circumstances specific to the individual reserve fund or by a resolution approved unanimously by Council.
- 5.2. Only Council can approve the drawing down of a fund for operating or capital purposes.
- 6.2. The CAO will review the Reserve Funds Policy at least every term of Council, or sooner if conditions warrant, and provide recommendations for Council approval.
- 6.3. Administration will annually provide Council with actual year end reserve fund balances and a five-year plan of anticipated reserve contributions and draws.

6. Revision/Review History

None

TOWN OF SEDGEWICK

DATE

MAYOR

DATE

CHIEF ADMINISTRATIVE OFFICER

Schedule 'A'

Fund	Purpose	Source	Minimum \$	Target \$
General Operating	To fund unanticipated operating or emergency expenditures in the course of providing municipal services.	One time transfers and unbudgeted sources of revenue.	\$75,000	None
TOS/County Fire Truck Reserve	To fund share in fire truck with Flagstaff County.	Voluntary Contributions from tax revenue	None	\$300,000
PW Equipment	To fund the purchase of capital equipment and fleet vehicles for public works.	Voluntary Contributions from tax revenue	\$40,000	None
Recreation Operating	To fund operating initiatives or emergencies in recreation.	Voluntary Contributions from tax revenue	\$50,000	\$250,000
Recreation Capital	To fund new or emergency capital projects in recreation.	Voluntary Contributions from tax revenue	\$75,000	\$250,000
Water Infrastructure	To fund capital projects related to the water plant, system or meters.	Water infrastructure fees	None	\$300,000
Sewer Infrastructure	To fund capital projects related to the Town's sanitary sewer system, lift stations and lagoons.	Sewer infrastructure fees	None	\$300,000
Natural Gas Capital	To fund Sedgewick's portion of capital projects through SKNGS.	Natural gas infrastructure fees	None	\$150,000
Cemetery	To fund perpetual care and improvements at the cemetery.	10% of all Cemetery fees	\$5000	None

PRL Board Meeting Minutes November 8, 2018

The regular meeting of the Parkland Regional Library Board was called to order at 1:04 p.m. on Thursday November 8, 2018 in the PRL Board Room, Lacombe.

Present: Debra Smith (Board Chair), Jason Alderson, Jean Bota, Darlene Dushanek, Colleen Ebdon, Kevin Ferguson, Jeanny Fisher, Elaine Fossen, Sandy Gamble, Bruce Gartside, Barb Gilliat, Bob Green, Jeanette Herle, Tim Hoven, Cora Knutson, Gord Lawlor, Stephen Levy, Ray Olfert, Corby Parsons, Terilyn Paulgaard, Norma Penney, Rosella Peterman, Sharolyn Sanchez, Janine Stannard, Les Stulberg, Sonia Temple, Patricia Toone, Jack Lyle for Cindy Trautman, Doug Weir, Sharon Williamson, Rhonda Hunter, Bonita Wood, Ann Zacharias

With Regrets: Megan Hanson, Elizabeth Luck, Bill Rock, and Gayle Rondell

Absent: Jackie Almberg, Jarred Booth, Jacqueline Boulet-Boden, Roger Gaetzman, Dwayne Grover, Donnie Hill, Trudy Kilner, Lonnie Kolinski, Dana Kreil, Brenda McDermott, Josephine McKenzie, Dwayne Fulton, Blair Morton, Leah Nelson, Roger Nichols, Megan Patten, Chris Ross, Jeanette Ruud, Heather Ryan, Leonard Thompson

Staff: Ron Sheppard, Donna Williams, Tim Spark, Colleen Schalm, Kara Wiebe, Anna Alexander, Jen Kendall

Call to Order

Meeting called to order at 1:04 p.m. by Smith.

Smith welcomed everyone and asked them to introduce themselves.

Janine Stannard entered at 1:06 p.m.

1.1 Agenda

1.1.2 Adoption of the Agenda

Motion by Herle, seconded by Penney to accept the agenda as presented.

CARRIED UNANIMOUSLY
PRL 1/2018-19

1.2. Approval of minutes

Motion by Green, seconded by Lawlor to approve the minutes of the September 13, 2018 meeting as presented.

CARRIED UNANIMOUSLY
PRL 2/2018-19

1.3. Business arising from the minutes of September 13, 2018 meeting

Smith asked if there was any business arising from the minutes. Nothing was brought forward.

2.5. Business Arising from the Consent Agenda

Smith asked if there was any business arising from the consent agenda.

Motion to approve the consent agenda as presented was made by Stannard, seconded by Levy.

CARRIED UNANIMOUSLY

PRL 3/2018-19

3.1. Election of Chair

Smith turned the meeting over to Sheppard. Sheppard asked for nominations from the floor for the position of Board Chair. Stannard nominated Debra Smith. Sheppard asked for other nominations a second time, and asked a third time for nominations.

Motion by Stulberg that nominations cease, seconded by Lawlor.

CARRIED UNANIMOUSLY

PRL 4/2018-19

Smith became Board Chair by acclamation. Smith accepted the position and resumed the duty of chair.

3.2. Election of Executive Committee

PRL's Executive Committee has the ten-member maximum allowed by the Libraries Regulation. The Regulation allows for:

25(1) (e) provision for the establishment of an executive committee of not more than 10 persons when the number of members of the library system board is more than 20, and a statement of the powers and duties of that committee;

The Board Chair accounts for one seat on the committee.

In accordance with Parkland's master agreement with the municipalities,

"Members of the Executive Committee shall be selected on a geographical basis. Such selection shall be made by PRL Board members representing that geographical area."

On occasions when a person cannot be found to represent a geographical area on the Executive Committee, the municipalities from that geographical area will have until the conclusion of the first meeting of the Parkland Board after the organizational meeting to appoint an individual to the Executive Committee. If no person is forthcoming, then the seat representing that group of municipalities shall remain vacant until the next time the Executive Committee is appointed by the board during the next organizational meeting of the Parkland Board.

Members were divided into groups and a representative chosen from each area. The Executive Committee was chosen as follows:

Board Chair	Debra Smith – Village of Lougheed
Seat 2	No Representative Chosen
Seat 3	Sharolyn Sanchez – Town of Penhold
Seat 4	Jason Alderson – Town of Rocky Mountain House
Seat 5	Kevin Ferguson – Town of Ponoka
Seat 6	Bruce Gartside – Village of Donalda
Seat 7	Ray Olfert – Town of Blackfalds
Seat 8	Janine Stannard – County of Paintearth & Town of Coronation
Seat 9	Bob Green – Town of Carstairs
Seat 10	No Representative Chosen

Motion to accept the Executive Committee members as appointed by Temple, seconded by Lawlor.

CARRIED UNANIMOUSLY

PRL 5/2018-19

3.3. Board Signing Authorities

Parkland Regional Library requires that two trustees act as cheque signing authorities. It is most convenient if the Board signing authorities live or work close to PRL headquarters. Signing authorities are required if a single transaction exceeds \$45,000 or if the Director is not available to sign cheques.

Currently the staff signing authorities are:

Ron Sheppard:	Director
Colleen Schalm:	Manager of Consulting Services
Tim Spark:	Network Administrator
Karyn Goodwillie:	Collections Librarian

In our Finance Department, Donna Williams, the Manager of Finance and Operations, Alida Burnard, PRL's Finance Technician, and Kara Wiebe, Finance and Operations Clerk, all will have full access to financial records, accounts, and safety deposit box at PRL's banking institution. However, they are not signing authorities.

Smith asked if there were volunteers who were close to Lacombe and able to come to Parkland to sign cheques. Ray Olfert from Town of Blackfalds and Barbara Gilliat from Village of Alix let their names stand as signing authority.

Motion by Stulberg, seconded by Stannard, to accept Ray Olfert and Barbara Gilliat as PRL's board signing authorities.

CARRIED UNANIMOUSLY

PRL 6/2018-19

3.4 2019 Alberta Library Conference Attendees.

In 2019, Parkland will pay for three board members and the board chair to attend the Alberta Library Conference held in Jasper between April 25 and April 28. The current criteria to attend ALC is as follows:

Parkland will pay hotel costs, meals, session registration costs, and transportation costs. Travel will be reimbursed at a rate of \$0.505 per km for use of a personal vehicle. Trustees should rent a car where possible since this will save significantly over mileage reimbursement.

Parkland will pay the expenses for trustees that desire to attend pre-conference sessions.

Spouses and other family members can attend the conference but any additional costs associated with bringing family members or guests must be borne by the trustee.

If trustees have attended ALC before on behalf of Parkland, or are an alternate PRL Board member, we instruct them not to put their name in the draw to attend ALC. We have budgeted for three trustees plus the board chair to attend ALC in 2019.

Eight board members interested in attending the ALC entered a draw. Three names were drawn. The remaining 5 names will be kept in case one or more of the three chosen are not able to attend for any reason. The following three people's names were drawn to attend ALC:

Norma Penney – Village of Clive
Sonia Temple – Village of Cremona
Terilyn Paulgaard – Town of Provost

3.5. PRL 2019-2021 Strategic Plan

According to the Alberta Libraries Regulation section 18(2), *"A library system board shall review and file with the Minister a copy of its plan of service with goals and objectives every 3 years following the date on which the plan was previously filed with the Minister."*

In compliance with legislation, an extensive consultation process in 2015 was undertaken to determine Parkland's member needs. As a result of the consultation, the Parkland Regional Library Board identified four primary strategic priorities. These priorities became the basis for PRL's 2016-2018 strategic plan.

The needs identified were as follows:

- Residents, elected officials, and decision makers need to be aware of public and regional library services, to hear the "library story" in a meaningful way that resonates with them, and understand the library's importance in and value to the community.
- Public library staff and trustees need affordable and accessible learning opportunities to gain the skills and knowledge needed to develop and operate modern, sustainable local library service that is responsive to community needs.
- While celebrating and capitalizing on commonalities across the system, the uniqueness and diversity of individual communities and libraries needs to be recognized and allowed to flourish.

- The differences among member communities and libraries, including the disparity in population and economic growth/stability, need to be recognized and accounted for in regional planning.

A survey was developed and sent out in early October to ask Parkland stakeholders whether they believed:

- the needs identified in 2015 were still relevant,
- have already been met, or
- have since become irrelevant.

Respondents were also asked to identify any other local or regional needs not already addressed in the four strategic priorities. Open for nearly four weeks, the survey had 122 respondents. Audiences targeted by the survey included member municipalities, Parkland board members, board trustees and staff from member libraries, and staff from Parkland headquarters.

Based on the survey results, the needs identified in 2015 are still remarkably valid. Excluding sub-questions, six main questions were asked. The results were that:

1. Over **98%** of respondents believe: Residents, elected officials, and decision makers need to be aware of public library services and understand the local library's value to the community.
2. Almost **95%** of respondents believe: Residents, elected officials, and decision makers need to be aware of regional library services and understand the regional library's value to our community.
3. Over **97%** of respondents believe: Public library staff and volunteers need affordable and accessible learning opportunities to gain the skills and knowledge they need to deliver effective library services.
4. Over **98%** of respondents believe: Library trustees need affordable and accessible learning opportunities to gain the skills and knowledge they need to effectively govern our public libraries.
5. Over **95%** of respondents believe that: While celebrating and capitalizing on commonalities across the system, the uniqueness and diversity of individual communities and libraries needs to be recognized and allowed to flourish.
6. Over **91%** of respondents believe: Differences among members need to be recognized and accounted for in regional planning.

The survey results clearly validate the continued relevance of the needs identified during the 2015 needs assessment process and did not yield any additional needs. Since the needs from 2015 have not changed, the goals set forth in the current 2016 – 2018 strategic plan are also still legitimate. Those goals are:

1. Libraries will have a strong and supportive relationship with local and provincial governments that recognize the value of public libraries and prioritize public library service.
2. Municipalities will have sustainable and effective library service.

3. Parkland Regional Library member municipalities will have an effective and responsive system board.
4. Parkland residents will have a greater awareness of the public library and regard public libraries as an essential part of their communities.

Staff believe that the goals from the existing strategic plan can be used to form the basis of the 2019-2021 strategic plan. Further, staff recommends that the Executive Committee, working in conjunction with PRL staff, review the objectives from the 2015 – 2018 strategic plan to determine the best ways to move forward in achieving the strategic goals in the new 2019 – 2021 strategic plan. If necessary, new objectives can be added to support the four principal goals. Irrelevant or attained objectives can be removed. The intention is to have a new strategic plan brought forward for board approval in February 2019.

Motion by Sanchez, seconded by Boda to receive the needs assessment survey for information

CARRIED UNANIMOUSLY

PRL 7/2018-19

3.6. PRL Advocacy Plan

Board member Norma Penney gave a report on PRL's Advocacy workshops, as she had attended and participated in both.

Parkland's current strategic work plan, has an action item, "By 2017, the PRL Board will have developed an advocacy plan for Parkland Regional Library."

On the morning of the May 24th board meeting, the board held an advocacy workshop facilitated by PRL staff members Colleen Schalm and Rhonda O'Neill. Results of the workshop included some draft key messages and identified potential target audiences. There was not sufficient time to fully develop key messages or determine activities to support advocacy goals.

To continue the work, another full day workshop was held on October 24th. Attending board members developed an advocacy goal with objectives, and a key message. "Call to action" statements still need to be established for each of the target audiences.

A report detailing the results of the workshop was included in the board package. The board discussed whether the key message, goals, objectives and actions reflected the will of the board. This was important because advocacy is a key board responsibility. To move Parkland's advocacy efforts forward, the board needed to determine if they endorsed the advocacy goals, the advocacy objectives, the key message, and the list of actions found in the report designed to help achieve the advocacy goals.

The board supported all the findings in the advocacy report. However they realized advocacy needs to be an ongoing, sustained activity to be successful. Some advocacy goals can take years to achieve. Activities need to be evaluated for effectiveness and strategies need to be adapted over time. Only one advocacy goal was developed over the course of the two workshops.

As a result, the board decided to form an advocacy committee. The committee will report to the Executive Committee since the board meets too infrequently to make timely decisions. The board wanted terms of reference to be developed and brought to the February board meeting for their approval and to appoint the committee.

Motion by Penney, seconded by Levy to form an advocacy committee.

CARRIED
1 OPPOSED
PRL 8/2018-19

Motion by Levy, seconded by Paulgaard that the terms of reference be developed by the Executive Committee and be brought back to the February Board meeting and passed by the board.

CARRIED
2 OPPOSED
PRL 9/2018-19

Ken Allan entered at 2:10 p.m.

Motion by Stannard, seconded by Green that staff can start developing some of the initiatives that were developed and implement some of the actions now.

CARRIED UNANIMOUSLY
PRL 10/2018-19

A straw vote was taken to determine how many board members would be interested in sitting on an advocacy committee. Eight board members were interested.

3.7. Budget Approval Update

Sheppard reported that in accordance with the membership agreement, Parkland's budget must be approved by 2/3 of the member municipalities representing 2/3 of the population. Sheppard reported that 75% of the member municipalities representing 69.7% of the population has approved Parkland's budget for 2019. Of the budget approvals received, no one has not approved the budget. The budget is approved for 2019.

3.8. Dates for 2019 Meetings

The following dates for 2019 board meetings have been suggested:

February 21, 2019	1:00 p.m. – 3:00 p.m. (Annual Report, Year in Review)
May 23, 2019	1:00 p.m. – 3:00 p.m. (2018 Financial Statements presented)
September 12, 2019	1:00 p.m. – 3:00 p.m. (Budget presentation for 2020)
November 7, 2019	1:00 p.m. – 3:00 p.m. (Organizational meeting)

Motion by Green, seconded by Stulberg to accept the dates for 2019 meetings, subject to change if necessary.

CARRIED UNANIMOUSLY
PRL 11/2018-19

3.9. Parkland Community Update

Sonia Temple from the Village of Cremona reported that their renovated facility is now up and running. They opened in October and their expanded building has double the space, with large windows for natural light. They have increased hours and access to computers for the public. They have a children's area and coffee station. They have more programs offered and three staff. They have established a Sandra Herbert memorial scholarship to be given to one child each year.

3.10.1. Director's Report

Of the items contained in his report, when questioned, Sheppard stated that there is no news regarding ministerial permission to sell Parkland's headquarters building. He believes that the matter is currently with the Ministry of Justice.

3.10.2 Library Services Report

A paper copy of the Library Services report was included in the package.

3.10.3. IT Report

A paper copy of the IT report was included in the package.

4. Adjournment

Motion by Stannard, seconded by Stulberg, to adjourn the meeting at 2:35 p.m.

CARRIED UNANIMOUSLY
PRL 12/2018-19

Meeting adjourned at 2:35 pm.

Ken Allan presented a board workshop about the responsibilities and duties of a board member at Parkland Regional Library. It lasted about an hour, with 12 board members in attendance.

Chair

FRSWMA Organizational Meeting

Nov 26, 2018

Sterling Room of the County Office, Sedgewick, AB

Minutes

1.0) Attendance

BOARD MEMBERS:

Jeanette Herle	Flagstaff County
Rick Kryz	Town of Killam
Dean Lane	Town of Hardisty
Stephen Levy	Town of Sedgewick
Josephine Mackenzie	Village of Alliance
Janice McTavish	Village of Rosalind
James Robertson	Town of Daysland
Susan Armer	Village of Loughheed

Regrets:

Brandon Martz	Village of Heisler
Elaine Fossen	Village of Forestburg

STAFF:

Murray Hampshire	Manager
David Dahl	FRSWMA

With a quorum in attendance, the meeting was called to order at 7:00 p.m. by Executive Director M. Hampshire. He gave a brief overview of the purpose and required outcomes of the organizational meeting.

3.0) Agenda

Resolution # 404/2018. Board member S. Levy moved to accept agenda as presented. CARRIED

4) Appointment of Chair

Executive Director M. Hampshire called for nominations for the election of Chair for the following year. Board member J. Robertson nominated member R. Kryz. Board member J. Robertson called for nominations to cease.

Resolution # 405/2018. There being only one nomination, board member R. Kryz was declared Chair for the 2018/2019 year. R. Kryz assumed role of Chair for the remainder of the meeting.

5) Appointment of Vice Chair

Chair R. Kryz called for nominations for the appointment of Vice Chair. Board member J. McTavish nominated board member J. Herle. Chair R. Kryz called for further nominations. Board member J. Robertson moved nominations cease.

Resolution # 406/2018. There being only one nomination, board member J. Herle was declared Vice-Chair for the 2018/2019 year.

6) Nomination of FRSWMA Board Management Committee

Chair R. Kryz called for nomination for Management Committee. Board member S. Levy nominated board member J. Robertson as the third member of the Management committee. Board member J. Robertson nominated board member S. Levy for the position. Board member J. Herle moved that nominations cease. The two nominees were asked to leave the room and board member J. Robertson was elected by show of hands vote.

Resolution #407/2018. Board member J. Herle moved that the Management Committee for 2018/2019 year shall be the Chair, Vice-Chair and board member J.

7) Appointment of Signing Authority **Resolution # 408/2018.** Board member J. Herle moved that Executive Director M. Hampshire, Chair R. Krys, board member S. Levy and board member S. Armer act as the signing authorities for FRSWMA for the 2018/2019 year. For checks and online banking, any two of the four signatures are required.

CARRIED.

8) Appointment of Auditor Chair R. Krys called for the appointment of Auditor.

Resolution #409/2018 Board member J. Herle made a motion to appoint the Audit firm of Gitzel Krejci Dand Peterson to conduct the 2018 financial audit at the bid price of \$9,500.

CARRIED

9) Correspondence & Information **Resolution #410/2018.** Board member S. Levy moved that we accept the information package presented as inclusions for information in the meeting materials.

CARRIED

Adjournment Chair R. Krys adjourned the meeting @ 7:10 p.m.

Chair

Manager

FRSWMA Regular Monthly Board Meeting

Nov 26, 2018

Sterling Room of the County Office, Sedgewick, AB

Minutes

1.0) Attendance

DIRECTORS:

Jeanette Herle	Flagstaff County
Rick Krys	Town of Killam
Dean Lane	Town of Hardisty
Stephen Levy	Town of Sedgewick
Josephine Mackenzie	Village of Alliance
Janice McTavish	Village of Rosalind
James Robertson	Town of Daysland
Susan Armer	Village of Loughheed

REGRETS:

Elaine Fossen	Village of Forestburg
Brandon Martz	Village of Heisler

STAFF:

Murray Hampshire	Executive Director
David Dahl	FRSWMA

Chair R. Krys called the meeting to order at 7:11 p.m.

3.0) Agenda

Agenda was reviewed.

Resolution # 411/2018. Board member J. McTavish moved to accept agenda.

CARRIED

4.0) Adoption of Minutes

4.1) Minutes of the October 29, 2018 Regular Board Meeting were reviewed.

Resolution # 412/2018. Board member J. Mackenzie moved to approve the minutes of the October 29, 2018 regular meeting as corrected, attached to and forming part of these minutes.

CARRIED

5.0) Reports

5.1) Operations update: Executive Director M. Hampshire provided operations update attached to and forming part of these minutes. Discussion ensued regarding the report, and the Christmas Schedule at Flagstaff Waste.

Resolution # 413/2018. Board member J. McTavish moved to accept operations report as presented.

CARRIED

Resolution # 414/2018. Board member S. Armer moved that Flagstaff Waste close all operations on Monday December 24, 2018 and resume modified operations on Thursday Dec 27, 2018. Staff will use a paid vacation day for December 24.

CARRIED

5.2) Financial reports: Executive Director M. Hampshire provided Oct 31, 2018 Profit & Loss Statement and Nov 23, 2018 Cash Position. Discussion ensued.

Resolution # 415/2018. Board member J. Robertson moved that we accept Profit & Loss statements as presented.

CARRIED

Resolution # 416/2018. Board member S. Levy moved that we accept Nov 23, 2018 Cash Position report as presented. CARRIED

Executive Director M. Hampshire provided an orientation package to new members and quickly reviewed its contents. The 2018 Strategic Planning Workshop outcomes were also reviewed.

Resolution # 417/2018. Board member J. Robertson moved that we accept the orientation materials as presented, and further, that the Board ensure they review the Strategic Planning outcomes at least annually at the Organizational Meeting. CARRIED

6.0) Business

6.1) 2019 RCA Schedule of Fees. Executive Director M. Hampshire reviewed background and rationale for adjusting the price for Recycled Concrete Aggregate (RCA) and crushed Asphalt material

Resolution # 418/2018. Board member S. Armer moved that Flagstaff Waste adopt the proposed 2019 RCA & Crushed Asphalt schedule of fees as presented, attached to and forming part of these minutes. CARRIED

6.2) 2019 Budget Approval Status Review. Executive Director M. Hampshire reviewed DRAFT 2019 Budget approval status. Board member J. Robertson informed that Town of Daysland approved the budget at their council meeting today, and Dean Lane indicated that Hardisty had not yet reviewed the budget. With the verbal approval from Daysland, we will meet the minimum requirement as laid out in the Society Bylaws (majority of not less than 80% of members).

Resolution # 419/2018. Board member S. Levy moved that the executive director proceed with the interim budget as if it is ratified, once a written approval is received from Town of Daysland. Once all responses are received the interim budget will be officially ratified at the next Flagstaff Waste meeting scheduled for January 28, 2019. CARRIED

6.3) The status of the 'If in Doubt' bin at the recycle centers was reviewed.

6.4) Discussion – Re: Staff Christmas appreciation gift.

Resolution # 420/2018. Board member S. Levy moved that Flagstaff Waste Board provide a Christmas gift as follows:

- a) All regular full-time staff receive a \$250 gift card from the Board
- b) All part-time staff receive a \$100 gift card from the Board.

CARRIED

7.0) Correspondence & Information Letters from member municipalities were reviewed

Resolution # 421/2018. Board member J. Herle moved that the executive director write a letter to Village of Forestburg council, reminding them of the agreement by all members to accept a two-tier fee for transfer sites, at least until all of the enhancements to Regional transfer sites and decommissioning of transitional transfer sites. CARRIED

Resolution # 422/2018. Board member S. Levy moved that the Board accept the correspondence and information as presented. CARRIED

8.0) Adjourn **Resolution # 423/2018.** Chair R. Krys moved the meeting adjourn at 8:31 pm.

Chair

Manager

Next Meeting: January 28, 2018 – Regular Meeting – 7:00 p.m.



Council Committee Meeting Report

[illegible]

Sedegewick Rec Board Meeting-November 26/18

Call to Order/Attendance-Greg called the meeting to order at 7:00. In attendance:Greg, Kari, Cory, Connie, Robynn, Pam, Andrew.

Additions and Approval of Agenda-Connie added AGLC to the agenda. Carried.

Minutes from Previous Meeting-Kari read the minutes from the Oct.29 meeting. Connie moved to adopt the minutes as read.

Treasurer's Report-Connie gave the treasurer's report.

Chequing-\$92,193.00 Capital-\$94,000.00.Andrew moved to adopt the report as presented.Carried.

Manager's report-Cory gave the manager's report.

-Christmas hours-Closed Dec. 24,25,26.

-Town equipment-The rec staff will be able to use the town equipment for snow clearing. They will need to be trained.

-Concession-The issues with tournament,(waiting for food) were due to half ice play and 4 teams playing at once. This caused a backlog for food orders requiring the deep fryer. In the future it may be suggested to pre order or eliminate certain foods at prime time(chicken strips, ribs).

Pam moved to adopt the manager's report as presented. Carried.

Town Council Rep Report-Greg gave the town council rep report.

-The town is getting a consultant to speak to user groups regarding possibly integrating some of the recreation facility executives.Hopefully before the new year.

Kari moved to adopt the town council report as presented.Carried.

Old Business-R.O.-Cory will look into prices for an R.O. system.

Carpet-tabled

Sabres- Yes, they have paid for room rent.

New Business-Garage opener-Cory will look into.

-**Bret Kissel concert**-Suggestions will be made for improvements.

-**AGLC**-Discussion regarding licensing issues. Tabled til March. As of now we cannot apply for a license for 50/50 etc.

Next Meeting-The next meeting will be Jan. 28 at 7:00. Meeting adjourned at 8:30.



TOWN OF SEDGEWICK

DEPARTMENTAL REPORT

MEETING DATE: DECEMBER 20TH, 2018

DEPARTMENT: PUBLIC WORKS

SUMMARY

The last month our main concerns have been snow removal, Christmas decorations and water plant upgrades.

ACCOMPLISHMENTS

- We've done some snow removal and sanding in the last 3 weeks.
- We've put up Christmas decorations on main st., 48th ave. and main st. park.
- Got Christmas tree from Home Hardware, decorated it and put it up on the wall at main st. park
- Did well draw downs [pumping and static levels].
- Our new John Deere tractor and snowblower are working out great, we've used it on sidewalks, walking trails, alleys and out to the lagoons.
- Have been using sand from the County, which has calcium chloride and salt, it seems to be working alright.

PRESENT AND FUTURE ACTIVITIES

- SCADA work is continuing in the water plant.
- We will be cleaning the mixer in the water plant.
- We will be continuing with snow removal, sweeping and sanding as needed.
- Working on ordering our new tractor and snowblower.
- vehicle maintenance and any repairs and outfitting with safety supplies.

APPENDIX:

NONE

PREPARED BY:

DARYL JOHNSON, FOREMAN



TOWN OF SEDGEWICK

CAO REPORT TO COUNCIL

MEETING DATE: DECEMBER 20TH, 2018

SUMMARY

Year end is approaching quickly and therefore final budgeting for 2019 has been the focus. We have launched another concert this month and handed out 4 long service awards at the annual Christmas party. Preparing for January's MAP review as well as providing input into the recreation review.

MEETINGS

- Attended FIP meeting on December 3rd
- Had a conference call on December 5th with Transitional Solutions regarding a recreation review
- Meeting with Council and Associated Engineering on December 11th
- Teleconference with Transitional Solutions on December 18th regarding recreation review

ACCOMPLISHMENTS

- Clay Walker concert was announced on December 5th with tickets going on sale on December 12th. Response has been similar so far to the last concert.
- Held annual Town Christmas party on December 8th. Approximately 65 in attendance. Added award recipients to website, social media and submitted to Community Press.
- Flowers and card sent to Dr. Meer. Received a thank you card in return.
- Surveying and geotechnical sampling has been completed for the sewer rehab project
- Completed 2019 operational and capital budgets and 2020-2024 capital plan

PRESENT AND FUTURE ACTIVITIES

- SCADA upgrades at the WTP have been ongoing for a couple of weeks with work expected to be completed in mid-January
- HVAC upgrades at the WTP will follow in mid to late January
- Plan to refine landscape architecture concept for Main Street on January 10th
- Will be working on renewing our water license through Alberta Environment in the New Year
- Municipal Accountability Program review to commence January 24th. The review is mandatory for all municipalities under 5000 with each municipality being reviewed once every four years. We are in the process of collecting and submitting a long list of documents for their review

APPENDIX:

NONE

PREPARED BY:

JIM FEDYK, CAO



November 16, 2018

Emergency Services Committee
Attn: Chair Smith

Dear Debra:

Re: Draft Regional Fire Services Report

At the November 14, 2018 Flagstaff County Council meeting, Council reviewed and discussed the draft Regional Fire Services Report.

Please be advised that Council supports, in principle, the draft Flagstaff Regional Fire Services report prepared by Transitional Solutions Inc. pending clarification of the following:

1. Cooperatives versus society –Are there any benefits to forming a cooperative versus a society?
2. Key Performance Indicators (KPI's) should be reviewed annually to ensure every fire service is clear of any deficiencies especially prior to year two, when the evaluation may determine which fire services go forward.
3. Number of firefighters and chiefs –The report identified there are 75 volunteer firefighters and 10 station chiefs. Currently the numbers are higher than that.
4. Station chiefs – reduce annual honorariums of \$6,000 which is significantly higher than the current honorarium and with the Regional and Deputy Fire Chief positions, the station chiefs may have fewer duties.
5. Debt repayment – Interest on the \$600,000 should be calculated as an annual expense.
6. Bunker gear – With our current call volume, bunker gear would only be required to be replaced every 10 years versus every 7 years.
7. Funding Allocation Methodology – The funding formula includes number of residents, dwellings and assessment values, but does not include call volume, which we feel should be included.
8. International Association of Fire Fighters (IAFF) –The budget includes a membership to this association which we believe is for union firefighters, which is not our current situation.

If you have any questions, please advise.

Yours truly,

A handwritten signature in cursive script, appearing to read 'S. Armstrong', is positioned above the printed name.

Shelly Armstrong, CLGM
Chief Administrative Officer



P.O. Box 610
Daysland, Alberta
ToB 1A0

www.daysland.ca
info@daysland.ca

5130-50 Street
Telephone: 780-374-3767
Fax: 780-374-2455

November 27th, 2018

Mr. Murray Hampshire
Flagstaff Regional Solid Waste Management
Box 309
Sedgewick, Alberta
TOB 4C0

Dear Mr. Hampshire:

At the November 26th, 2018 regular Council meeting, Council discussed the FRSWMA 2019 draft budget that was circulated to member municipalities. The budget is well presented and overall appears to be in line with market conditions that prevail in 2018/2019. However, the method of calculating the proposed allocation of requisitions to Municipalities does not reflect a fair allotment based on a true regional service. Since the regional transfer sites service is offered to all residents, it can be argued the cost should be shared equally by all Municipalities.

After considerable discussion Council made the following motion:

"Council approves the Flagstaff Regional Solid Waste Management Association 2019 proposed budget requisition for the Town of Daysland in the amount of \$136,852.21; with the caveat that 1) FRSWMA management appear before Daysland Council and justify the method of requisition calculations (Scenario 2) – as presented in the document entitled 6.1 Regional Transfer Site Proposal and 2) explain why the requisition calculation (Scenario 1) was not used - as the regional transfer site service is offered to all residents, and that the cost should be shared equally by all."

I will contact with you regarding a suitable time to meet with Council.

Sincerely,

Rod Krips, CAO

c.c. Member Municipalities

Town of Daysland, Alberta



Giving Back

with the Battle River Community Foundation

Volume 20, No. 3

Camrose, Alberta

Christmas 2018

Searching to find meaning in this season?

As we move into the Christmas season, most of us are faced with the dilemma of finding a gift for the person on our list who already has everything they need. Or perhaps your family is searching for a way to find meaning in the season through supporting others who are less able to support themselves.

The Christmas season is a perfect time to make donations or set up funds with the Battle River Community Foundation in honour of special people. Your donation can be used as a Christmas gift for those who have everything, in lieu of exchanging gifts as a family or even in memory of family members whose presence is missed during this celebratory time of year. The people you recognize in this way will feel honoured by your thoughtfulness and, as an added bonus, you'll also receive a tax benefit for your generosity.

The Foundation is pleased to accept donations of any size and will happily send a letter of acknowledgement to the person being recognized. With a gift to the Foundation you can have input into how your donation is used, or if you'd prefer, you can set up a fund within the Community Fund that will be directed to meet the communities' greatest needs on an annual basis. If your donation is \$10,000 or more, you can even put your name on it.

Start a fund or make a donation before December 31 in order to make the most of the taxable benefit. Talk to your financial advisor or a Board member with the Battle River Community Foundation to get sound advice on the best way for you to give and receive.



In accordance with the Alberta Charitable Fundraising Act, we are pleased to provide the following information:

"With this newsletter, the BRCF hopes to raise \$5,000 with costs of \$2,000."

Inside This Issue

Special Olympics feels very supported by the community . .	Page 2
Schaffter, Pratt still supporters	Page 3
Thank you Julie!	Page 3
Thank you for your support!	Page 4

RECEIVED
DEC 03 2018

Special Olympics feels very supported by the community

It's not every member of a community who can say they feel like the whole city supports them. But Special Olympics in the Camrose area can.

For more than 30 years, the local affiliate of Special Olympics has helped people with intellectual disabilities who live in Camrose and area to enrich their lives by being part of sports teams.

According to the Camrose Special Olympics chair, Carol Wideman, there are more than 130 local athletes participating and the goal is to keep that number growing.

"We have programs for people from ages 0 to 90," she says. "There is an Active Start group for the youngest athletes aged 0 to 6, a FUNdamentals program for those aged 7 to 14 and then novice, intermediate and advanced level programs for athletes of all other ages."

The local Special Olympics program runs year-round and, over the years, has provided opportunities in a wide range of sports, from bowling and basketball to cross country skiing, swimming and more. The weekly programs are based on sportsmanship, participation and fun.

All the athletes have their own abilities and interests, which is why Special Olympics tries to offer a range of choices.

Being involved in Special Olympics encourages athletes to have a healthy lifestyle, be active and gain strength. For some, it's even a weight control opportunity. And for everyone, it's also a chance to socialize with others and be a part of the community. Sometimes, friendly games are arranged with groups like the Camrose Kodiaks hockey team, the Augustana Vikings basketball team or even members of the Camrose Police Service for something like a little slowpitch match.

Those athletes who excel are encouraged to go on to competitive levels. Just this summer, there were two local swimmers who took part in the national summer games in Antigonish, Nova Scotia. And this winter, a local bowling team will also be taking part in the Special Olympics Winter Games.

It's a point of pride that the local athletes are "decked out" in matching uniforms and jackets when they represent their community at competitions. When they travel, the athletes both look good and feel good about what they are a part.

Whatever their level of participation, athletes' program fees and costs are covered or subsidized. "This is a very financially marginalized group of people," explains Carol. "They do not have a lot of resources and it's important that cost is not a barrier for them to participate."

All of those who coach or support the athletes are volunteers, although those who take training programs to qualify as coaches in the various sports do have their costs covered.

The budget usually adds up to between \$50,000 and \$60,000 per year for rental of facilities, purchase of equipment, uniforms, transportation, volunteer expenses, and more. As Special Olympics does not receive any kind of government funding, all costs must be covered by program fees and donated funds.

The Special Olympics committee hosts a couple of major fundraising events each year and also regularly applies for grants. The Battle River Community Foundation has been able to provide gifts of between \$1,000 and \$3,000 on several occasions. These funds have been used for such things as adding a wheelchair ramp at the bowling alley, purchase of uniforms and equipment, and more.

"We always want to do more," Carol says. "We know there are more people who could participate and we are continually trying to grow the number of programs we offer. It's a steady process to build awareness in the community of what's available and how people can help."

"Camrose is unique," Carol adds. "We are so fortunate that we have lots of support from our community. It is very much appreciated."

"Our athletes are the warmest, most genuine group of people. They love to feel loved and I can honestly say that they feel like the whole community supports them."



A group of Special Olympics athletes, in their uniforms, celebrating their success.

Thanks for your support!



Battle River Community Foundation

TELEPHONE and FAX:
780-679-0449

Box 1122, Camrose, AB T4V 4E7

EMAIL: info@brcf.ca

WEBSITE: www.brcf.ca

BOARD CHAIR

David Ofrim, 780-672-3534

SECRETARY

Kevin Gurr, 780-672-7701

TREASURER

Imogene Walsh, 780-672-6131

DIRECTORS

Tom Chelmick, 780-679-9173

Jim Hampshire, 780-384-2237

Leon Lohner, 780-672-5760

Darryl Schultz, 780-672-7957

Wally Wrubleski, 780-781-7323

PAST CHAIR

Blain Fowler, 780-672-3142

CHAIRMAN EMERITUS

Ken Drever

EXECUTIVE DIRECTOR

Dana Andreassen, 780-679-0449

EXECUTIVE ASSISTANTS

Tom and Melanie Kuntz,
780-672-7096

The Battle River Community Foundation has been fortunate to celebrate a very special east central Alberta couple as Community Builders this year.

On October 19, the Foundation celebrated Mardell and Verlyn Olson, an outstanding couple whose history includes countless contributions to the wellbeing of the communities in which they were born and raised. From active careers as a teacher and a lawyer-turned-politician, to being active members of community organizations in Armena, Camrose and beyond who are willing to pitch in for the benefit of others, Verlyn and Mardell have given their time, energy and financial support to making their communities a better place.

The fall tribute event featured good humour, good food and the opportunity to raise good donations in support of the work of the Battle River Community Foundation. Although pledges are still being collected, it appears the Olson event will increase the Foundation's endowment by nearly \$80,000.

Thanks to Mardell and Verlyn for their willingness to be put in the spotlight for a worthy cause. And thanks to all of those who attended this outstanding event, for adding their own unique contributions to the evening.



Verlyn and Mardell Olson

If You Are A Donor Through ATB Cares

ATB has discovered a reporting problem for donations made through ATB Cares to us for the last several months. They tell us they are working to resolve the problem and hope to have it addressed by the end of the year.

If you have made a donation to the Foundation through ATB Cares between May 15 and today, or plan to make one, please send a message to us at brcfoundation@gmail.com that says who you are, when you made a donation, the amount donated and how you would like us to use the funds donated.

This will allow us to ensure that we have received the correct amounts and that we have allocated your gifts correctly.

Proud sponsor of this issue of Giving Back...

IPEC Homes, the local builder of Camrose's newest master-planned, adult-living subdivision

...featuring homes with zero-step entry in a terrific location!



Life built better

4001-50 Street, Camrose
Phone 780.672.5851
www.ipdi.biz



Find us on
Facebook

Still supporters after all these years

When Jacquie Schaffter and Kevin Pratt started a fund with the Battle River Community Foundation in 2003, they were very pleased to be contributing to the success of their local communities.

Fifteen years later, that feeling hasn't changed. "We've always liked that the Foundation goes beyond the Camrose city limits," says Jacquie. "We have made our living by working with people from throughout the broader local area. We like to be able to support all of those communities that have supported us."

Kevin and Jacquie are also impressed by how much the Foundation has grown from the fledgling organization they chose to support. "We certainly believed it would be successful, or we wouldn't have chosen to start a fund." But, Kevin adds, "I'm not sure we could have predicted the amount of money the Foundation would raise or how much it would be able to grant back. It's impressive."

Jacquie and Kevin see the Foundation's strong donor base as one of its biggest assets. "Local people are so committed to being part of the good that the Foundation is doing. When we attend the dinners or the meetings or read the reports, we see how many people give to the Foundation regularly, just like we do."

The Camrose couple also sees the Foundation's leadership as a strength. "We had great faith in the Board of the day," Kevin recalls. "We still do. The individual members have changed, but the overall commitment remains. They are good people and they have always made good decisions."

Since the beginning, Jacquie and Kevin have added to their fund each year, so that it now sits at over \$46,000. They've also seen their fund contribute more than \$12,000 back to community causes. The Pratt-Schaffter Family Fund is part of the Community Fund, so is not designated to a specific purpose, which allows it to be used to help



Jacquie Schaffter and Kevin Pratt

meet a variety of needs.

Having spent much of their lives living, working and raising a family in this area, with no plans to move anywhere else, Kevin and Jacquie are committed to continuing to grow their fund and be part of keeping the local communities strong.

"We could not have said, 15 years ago, what the most urgent needs would be in 2018. We have been very pleased to see the large selection of causes that our donations have helped support."

Thank you Julie!

If you've ever visited the Battle River Community Foundation website, you have seen that it's chock full of information about all the ways in which we support you to keep our east central Alberta communities going strong.

But what you don't see is the effort that is made behind the scenes to ensure that our website is accurate, up to date and provides a genuine reflection of all that our Foundation does, as well as who we are.

We'd like to express our thanks to the BRCF website administrator, Julie Corrigan, as she reaches a five-year milestone of service to our Foundation. It is the contribution of volunteers like Julie who help keep our organization vibrant and able to meet the needs of donors, and we are grateful for all her work!



ALBERTA
MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Leduc-Beaumont*

AR96015

Dear Mayors, Reeves, and local Councillors across Alberta,

I am writing to inform you that, later today, I will introduce new legislation, the *City Charters Fiscal Framework Act*, which will formalize a new capital infrastructure funding agreement with the cities of Edmonton and Calgary to replace the Municipal Sustainability Initiative (MSI) beginning in 2022-23.

This legislation is in response to the Government of Alberta's commitment in Budget 2018 to work with Alberta's two largest cities on a long-term revenue-sharing formula that would support their capital infrastructure needs. The cities of Edmonton and Calgary have worked with the province to achieve a path to balance that saw MSI funding allocations for the two cities reduced by \$152 million in Budget 2018. These reductions to the cities are also sustained each year until fiscal year 2021-22. All other municipalities have remained whole through the economic downturn and until 2021-2022, when MSI is set to expire.

With this stated, I wish to make clear the Government of Alberta recognizes all municipalities require stable, predictable, and permanent capital infrastructure funding. This is why our government committed in Budget 2018 to pursue new funding arrangements with all municipalities and why we remain engaged in continued discussions with AUMA and RMA over the coming weeks to complete a long-term, revenue-sharing agreement for municipalities for implementation in 2022-23 after MSI expires.

We were able to reach an agreement with the cities of Edmonton and Calgary through the City Charter process, and the next phase is to reach a long-term agreement with the rest of Alberta's municipalities. The infrastructure needs of Albertans in mid-sized cities, towns, villages, summer villages, MDs and counties is important and our commitment remains to form a legislated capital funding framework so that your communities can continue to build and thrive.

Yours in partnership,

Hon. Shaye Anderson
Minister of Municipal Affairs

cc: Barry Morishita, President, Alberta Urban Municipalities Association (AUMA)
Al Kemmere, President, Rural Municipalities of Alberta (RMA)

November 7, 2018

His Worship Perry Duncan Robinson
Mayor, Town of Sedgewick
PO Box 129
Sedgewick Alberta T0B 4C0

Dear Mayor Robinson,

On behalf of the Honourable Shaye Anderson, Minister of Municipal Affairs, I am pleased to inform you that the following amended capital project application submitted by your municipality has been accepted.

CAP-8611	Wastewater Infrastructure Replacement (amended)	\$1,678,000
----------	--	-------------

The provincial government looks forward to opportunities to celebrate your Municipal Sustainability Initiative funded projects with you, so please send invitations for these milestone events to the Minister's office. If you would like to discuss possible project recognition events and activities, as outlined in the program guidelines, please contact Municipal Affairs Communications, toll-free at 310-0000, then 780-427-8862, or at ma.msicapitalgrants@gov.ab.ca.

I wish you continued success in strengthening Alberta's communities.

Yours truly,



Ethan Bayne
Assistant Deputy Minister
Municipal Assessment and Grants

cc: Brad Pickering, Deputy Minister
Jim Fedyk, Chief Administrative Officer, Town of Sedgewick

RECEIVED
NOV 20 2018



PRL BOARD TALK

Highlights of the Parkland Regional Library Board Meeting

NOVEMBER 8, 2018

Organizational Meeting

Parkland's board has 8 new members. Board Members in attendance elected the new Executive Committee and Board Chair. Debra Smith was re-appointed Board Chair by acclamation. Despite a good board turnout, two vacancies remain on the Executive Committee. The board has until the February 21st board meeting to fill the vacancies otherwise the seats will remain empty until the next year's organizational meeting in November.

Executive Committee

The Executive Committee has a few new faces, along with returning members.

Debra Smith, Board Chair (Village of Loughheed)

Sharolyn Sanchez, (Town of Penhold)

Jason Alderson, (Town of Rocky Mountain House)

Kevin Ferguson, (Town of Ponoka)

Bruce Gartside, (Village of Donalda)

Ray Olfert, (Town of Blackfalds)

Janine Stannard, (County of Paintearth & Town of Coronation)

Bob Green, (Town of Carstairs)

2019 Budget Approval

75% of the member municipalities representing 69.7% of the population has approved Parkland's budget for 2019. Of the budget approvals received, no municipalities have refused the budget.

Alberta Library Conference 2019

Parkland will cover the costs for 3 board members plus the Board Chair to attend the Alberta Library Conference held from April 25 to 28, 2019 in Jasper. Norma Penney (Village of Clive), Sonia Temple (Village of Cremona), and Terilyn Paulgaard (Town of Provost) will attend. Attendees are selected to attend through a ballot process.

PRL 2019-2021 Strategic Plan

Based on a detailed survey of Parkland's stakeholders, it is very clear the goals from the existing strategic plan can be used to form the basis of the 2019-2021 strategic plan. The board determined that the Executive Committee, working in conjunction with PRL staff, will review the objectives from the 2015 – 2018 strategic plan to determine the best ways to move forward in achieving the strategic goals in the new 2019 – 2021 strategic plan. If necessary, new objectives can be added to support the four principal goals. Irrelevant or attained objectives can be removed. The intention is to have a new strategic plan brought forward for board approval in February 2019.

PRL Advocacy Plan

Board member Norma Penney gave a report on PRL's Advocacy workshops, as she had attended and participated in both, dated May 24 and October 24, 2018. On May 24, results of the workshop included some draft key messages and identified potential target audiences. There was not sufficient time to fully develop key messages or determine activities to support advocacy goals.

On October 24, attending board members developed an advocacy goal with objectives and a key message. "Call to action" statements still need to be established for each of the target audiences.

The board supported all the findings in the advocacy report. However they realized advocacy needs to be an ongoing, sustained activity to be successful. Some advocacy goals can take years to achieve. Activities need to be evaluated for effectiveness and strategies need to be adapted over time. Only one advocacy goal was developed over the course of the two workshops.

As a result, the board decided to form an advocacy committee. The committee will report to the Executive Committee since the board meets too infrequently to make timely decisions. The board wanted terms of reference to be developed and brought to the February board meeting for their approval and to appoint the committee.

2019 Board Meeting Dates

February 21 – Approve 2018 annual report, review strategic plan.

May 23 – Approval of 2018 Audit

September 12 – Approval of 2020 Budget

November 7 – Organizational Meeting

Library Card Sign up Month

PRL's Library Card Sign-up Month campaign was held this September. Heisler was the star library this year, with a 38% increase in memberships. Hay Lakes and Bawlf each achieved 12% membership increases. Overall, there was an increase of approximately 1000 cardholders from September 2017.

Voices of Amiskwaciy

Parkland has entered into a one-time grant agreement with Municipal Affairs to implement the "Voices of Amiskwaciy" project. The intent of the project is to provide training, space, and support to local indigenous communities and individuals so their stories can be compiled and shared through the "Voices of Amiskwaciy" platform. Parkland is one of three libraries selected to participate in this program. The project is to be completed by March 31, 2019. The grant is in the amount of \$10,000.00.

New Building Update

Since the last board meeting there have been no further developments related to the construction of a new headquarters. Parkland is still waiting for government approval to sell the current headquarters building.

First Nations Equitable Access Grant

In a letter dated October 1st, the Public Library Services Branch notified Parkland Regional Library of an extension of the project grant to enable Parkland to expand library services to on-reserve populations. This is the third year for this grant. The grant is calculated using

2016 population figures at \$10.25 per capita for a total grant amount of \$109,624.00.

Community News from Trustees

Cremona Municipal Library opened their doors in October. Their expanded building has double the space, with large windows for natural light. They have increased hours and access to computers for the public. They have more programs offered and 3 staff! They have established a Sandra Herbert memorial scholarship to be given to one child each year.

Board Members Present

Debra Smith (Board Chair), Jason Alderson, Jean Bota, Darlene Dushanek, Colleen Ebdon, Kevin Ferguson, Jeanny Fisher, Elaine Fossen, Sandy Gamble, Bruce Gartside, Barb Gilliat, Bob Green, Jeanette Herle, Tim Hoven, Cora Knutson, Gord Lawlor, Stephen Levy, Ray Olfert, Corby Parsons, Terilyn Paulgaard, Norma Penney, Rosella Peterman, Sharolyn Sanchez, Janine Stannard, Les Stulberg, Sonia Temple, Patricia Toone, Jack Lyle for Cindy Trautman, Doug Weir, Sharon Williamson, Rhonda Hunter, Bonita Wood, Ann Zacharias

With Regrets

Megan Hanson, Elizabeth Luck, Bill Rock, and Gayle Rondell

Absent

Jackie Almberg, Jarred Booth, Jacqueline Boulet-Boden, Roger Gaetzman, Dwayne Grover, Donnie Hill, Trudy Kilner, Lonnie Kolinski, Dana Kreil, Brenda McDermott, Josephine McKenzie, Dwayne Fulton, Blair Morton, Leah Nelson, Roger Nichols, Megan Patten, Chris Ross, Jeanette Ruud, Heather Ryan, Leonard Thompson

PRL Staff

Ron Sheppard, Donna Williams, Tim Spark, Colleen Schalm, Kara Wiebe, Anna Alexander, Jen Kendall

Next Meeting: February 21, 2019, 1:00 PM.

For more information or if you want a copy of the draft minutes from this board meeting, please contact PRL.



December 14, 2018

Flagstaff Family and Community Services

Box 358

Sedgewick, AB T0B 4C0

ATTN: Shelly Armstrong, County Administrator

RE: Flagstaff Family and Community Services 2018 Budget

Dear Shelly:

The Town of Hardisty Council reviewed the 2019 Budget for Flagstaff Family and Community Services at the December 11, 2018 Regular Council Meeting.

The following motion was made:

“MOVED BY Councillor Wurz, **THAT** Council approve the proposed 2019 Flagstaff Family and Community Services Budget as presented which will reflect \$8.70/capita requisition based on the Federal 2016 Census population of 554 which represents a total requisition amount of \$4,819.80 to the Town of Hardisty.” Carried

Thank you for the services and community support from the Flagstaff Family and Community Services.

Yours truly,

Sandy Otto, CAO

Town of Hardisty

cc: Lynne Jenkinson, Executive Directory Flagstaff F.C.S. and Communities



December 14, 2018

Flagstaff Regional Solid
Waste Management
Box 309
Sedgewick, AB T0B 4C0

RE: Flagstaff Regional Solid Waste Management Association 2019 Budget

Dear Murray:

The Town of Hardisty Council reviewed the 2019 Budget for Flagstaff Regional Solid Waste Management Association at the December 11, 2018 Regular Council Meeting.

The following motion was made:

“MOVED BY Deputy Mayor Lane, THAT Council approve the proposed 2019 budget for Flagstaff Regional Solid Waste Management Association representing a 2.58% increase from 2018 with a requisition from the Town of Hardisty for \$92,009.86.” **Carried**

Thank you for the services and community support from the Flagstaff Regional Solid Waste Management Association.

Yours truly,

Sandy Otto, CAO

Town of Hardisty

cc: Flagstaff County and Communities



Village of Lougheed

Box 5 - Lougheed, AB T0B 2V0

Ph: 780.386.3970 - Fax: 780.386.2136

email: villageoflougheed@xplornet.com

December 11, 2018

Transitional Solutions Inc.
Unit 201 236-91 Street SW
Edmonton, AB T6X 0A9

Sent by email
cynthia.goddard@tsi-inc.ca

Re: Flagstaff Regional Fire Services Business & Implementation Plan

The Village of Lougheed Council held their regular council meeting on November 15, 2018 and reviewed and discussed the Draft Flagstaff Regional Fire Services Business & Implementation Plan completed by Transitional Solutions.

Council member's first statement regarding the draft plan is that it is very similar to the plan that the sub-committee provided in 2017. Council wishes to move forward and form a society. No plan will be able to capture all eventualities. The best plan is a living document that is fluid enough to change with changing environments and events.

Further remarks:

The summary and findings reiterate the comments from the ESC meetings held in the past two years

1) Phasing in the budget is an ideal way to deal with the financial impact, most of our departments have been under funded for a number of years and transitioning to a society with a capital equipment replacement schedule that adheres to fire standards does place a financial burden on the members

2) Liability- the society must carry insurance to protect itself and its members but we must also put liability in perspective with all the priorities of a fire service. Section 535.2 of The Municipal Government Act also lists :

Protection of fire service organizations

535.2(1) In this section,

(a) "fire service organization" means

- (i) a municipality that provides, through a department, branch or other part of the municipality, fire services for that municipality or on behalf of one or more municipal authorities;
- (ii) a regional services commission that provides fire services within its service area;

(iii) a special areas board or the Minister, in the case of a special area or an improvement district, who provides fire services for the special area or improvement district or on behalf of one or more municipal authorities;

(iv) a corporation or other entity, other than a municipal authority or regional services commission, that provides fire services in one or more municipal authorities in accordance with an agreement with, or at the request of, the municipal authority or municipal authorities;

(b) "firefighter" means a member, including a volunteer, of a fire service organization whose functions, duties or powers are to carry out fire services, notwithstanding that the member may carry out other functions, duties or powers for the fire service organization;

(c) "fire services" means services related to the suppression or prevention of fires, rescue and emergency services and other activities of a firefighter.

(2) Fire service organizations, members of a regional services commission and firefighters are not liable for loss or damage caused by anything done or omitted to be done in good faith in the performance or intended performance of their functions, duties or powers in providing or carrying out fire services.

3) Operational command structure of two positions – may be the best structure for the new society. Collaborative operations that are thriving have realized the necessity of different knowledge bases and skill sets to provide a successful management compliment. Effective management is needed for the society to succeed. Two distinct skill sets are required – business management and fire discipline expertise and the work load may be more than one person can handle effectively. The second position also looks to the future when the society manages Emergency Services. Our interpretation of the changes to Local Authority Emergency Management Regulation would allow the Society to become the Emergency Management Authority in the region. This will also save administration a substantial amount of time and training under the new act. Our council wants the best scenario for success.

An excerpt from fire engineering:

I equate the chief with the CEO and his officer staff as the board of directors of a large company. The chief should have education comparable to that of a person running a million-dollar-plus-a-year business. Things have changed.

The fire service has lagged behind in "business management" techniques for years. It really shows, and the reason may be that we have accepted the oldest guy standing, the most popular member, or worse someone who was a part of the "good ol' boys club" as the leader without a thought about formal educational background, past management positions, or even a professional resume. The fire service has not been held as accountable in the past as we now are. These days, with governments having the "deepest pockets" in lawsuits, less funding available, and more requirements to meet (do more with less), we have caught up with the business world in a hurry. We need to manage all of our resources with much more attention, expertise, and precision.

I think we all realize that the job of chief is far beyond putting the wet stuff on the red stuff. There are customer service, union, city hall, personnel, OSHA, and training issues that all need to be properly managed. In essence, fighting fires is on the back burner, and the need for "professional business management" and great firefighters is here and now. Some organizations have hired business managers who work directly for/with the chief to handle department business short of operational decisions. This position is usually a civilian position,

and the person usually has a business background but no fire experience. The firefighters we are hiring are smarter and more highly educated; most have college backgrounds and a greater expectation of their leadership.

I am not advocating that all chiefs have a master's in business administration and a bachelor's degree in fire science. However, they should have a business management background, college education, fire officer experience, and the intuitive knowledge to make the right decisions in the office and on the fire ground and to surround themselves with smart, or smarter, people and *listen to them*.

<https://www.fireengineering.com/articles/print/volume-161/issue-8/departments/roundtable/chief-qualifications.html>

(Page 19 of the report)- Branding, is a low priority with consideration of the budget. Once the society is established, this would be an excellent way to garner more input from fire chiefs and firemen creating cohesion within the larger department. AS new equipment and apparel are purchased, the new logo/logos could be applied

(Page 23 of the report) – Present part time administrative and financial support while cost calculations in appendix D present full-time equivalents. The annual salary for the positions of chief and deputy chief should be further examined for the market and location.

If two positions are hired, the need for outside consulting services during formation might be negated. Two employees would also negate having to hire contract resources for a Quality management program. Keeping these functions in house help foster community fire solutions for our region that will be more easily accepted by our residents and firefighters.

(Page 26 of the report) – Replacement of fire halls, we agree with Killam comments in regard to the replacement of the halls ensuring that the municipalities that have incurred recent expenditures are not paying larger requisitions to subsidize those that have not replaced their halls.

Thank you for giving us the opportunity to provide our feedback.

With Regards,



Karen O'Connor

Chief Administrative Officer

Village of Loughheed

cao@loughheed.ca

December 14, 2018

To whom it may concern:

Please accept my resignation from the hall board as of the date above.

Yours truly

A handwritten signature in black ink, appearing to be 'Steen Hardon', with a stylized, cursive-like script.

Steen Hardon



December 12th, 2018

via e-mail: bill.walker@tsi-inc.ca

dave.mcreynolds@tsi-inc.ca

Transitional Solutions Inc.

Attn: Bill Walker, Dave McReynolds

RE: “Draft” Flagstaff Regional Fire Services – Business & Implementation Plan (Feedback)

Dear Mr. Walker & Mr. McReynolds,

The Town of Hardisty Council reviewed the “draft” Flagstaff Regional Fire Services – Business & Implementation Plan at their December 11th, 2018 regular Council Meeting. Following is the motion of Council which outlines their thoughts on the review and recommendations that Transitional Solutions provided:

Motion #255/18 Moved by Councillor Gaetzman with the addition of item #4 THAT Council accept in principle the proposal from Transitional Solutions Inc. regarding the development and implementation of a Flagstaff Regional Emergency Services Society and the proposed implementation plan capital and financial with the following clarifications and considerations to be given before further consideration to move forward:

1. Wildland Fire Trucks – In the subcommittee’s prior proposal they were recommending (8). TSI is now recommending (10). Based on the number of calls & usage that these pieces of equipment would get is questionable whether or not a \$100,000 unit would be required to sit in a storage facility or firehall awaiting use. Would it not be more economical for the “Full Service” firehalls to just use their pumper trucks for fires versus an addition of a Wildland Truck plus provide the necessary back-up in the event that they are responding to support a modified service dept call out which requires more capacity for fire fighting?
2. Full Service/Response Fire Halls & Modified Response Fire Stations – It was identified that there will be (5) of these for each service level. However, it was noted in the request of this overview that Firehalls be brought into this business plan beyond just a small maintenance cost. Under section 8 – Implementation item #7 you are stating that the FRESS Board deal with this and a funding model be formed. Perhaps this needs to be decided now so that no false hopes are given to communities. Funding new firehalls and building in replacement cost for these assets will definitely change the scope of this financial plan. If TSI is reviewing it for affordability, then let’s take a true look at the cost

associated with running a fire service which includes the types of buildings these units would need to be housed and the components required to make it a functional building. A building assessment should be completed on every firehall by a qualified engineer or firm that understands what type of equipment will have to be maintained in that firehall for it to be a Full-Service Fire Hall or a Modified Fire Service Hall. This assessment will also include forecast replacement costs. We believe that once this is done, it may reveal that (5) Full Response Fire Halls is not achievable or that the locations identified won't support the equipment required for a Full Response Service. There maybe buildings in other locations that can be better utilized for this purpose.

3. Management – TSI has introduced another layer of management with a Pt. Deputy Reg. Chief who would assist in other Officer positions ie. training. This causes another layer of cost in HR and vehicle costs and perhaps this would be a position that could be developed if required. By increasing the honorarium benefit of the Station Chief's this might be a role that they could fill and would provide a level of engagement for those departments.
4. Levels of Service - TSI has identified (2) levels of service (Full Service and Modified Service). What would the option look like if there were only Full Service and no Modified Level of Service as an option (closure of firehalls), financial impact along with service level response.

Seconded by Deputy Mayor Lane, CARRIED.

The Town of Hardisty appreciates the work and effort that everyone has put into this concept and trying to bring about change for the betterment of everyone's community and residents.

Yours truly,



Sandy Otto

CAO

cc. RESC – Chair, Debra Smith

Flagstaff Municipalities

AR95976

December 11, 2018

Mr. Jim Fedyk, Chief Administrative Officer
Town of Sedgewick
PO Box 129
Sedgewick Alberta T0B 4C0

Dear Mr. Fedyk:

Thank you for submitting the Municipal Sustainability Initiative (MSI) – 2015 Conditional Operating Funding Statement of Funding and Expenditures (SFE).

This letter confirms that the municipality's certified SFE report has been submitted as required. We have reviewed your report and are satisfied that it meets the reporting requirements of the MSI Memorandum of Agreement. All reported expenditures have been accepted by the Minister.

Based on the reported amounts, your municipality has a funding carry-forward at the end of 2015 in the amount of \$89,040.

In addition, the funding agreements state that you agree to allow the Minister and/or his agents, including but not limited to, the Auditor General of Alberta, and representatives of the Province of Alberta, access to the project site, any engineering drawings or documents; any books of accounts relating to funding, earnings, and expenditures claimed under this agreement; and any other such expenditure related documents as deemed necessary by the Minister in performing an audit of the projects undertaken under this agreement. All expenditure related documents shall be kept for a minimum of three years.

If you have any questions, please contact a grant advisor by dialing 310-0000 toll-free, then 780-422-7125.

Sincerely,



Susan McFarlane
Director, Grant Program Delivery

RECEIVED

DEC 14 2018



Battle River Community Foundation

P.O. Box 1122, Camrose, Alberta T4V 4E7

Telephone
780-679-0449

e-mail
info@brcf.ca

Website
www.brcf.ca

Board Chairman
David Ofrim
780-672-3534

Vice-Chairman
Jim Hampshire
780-384-2237

Secretary
Kevin Gurr
780-679-4660

Treasurer
Imogene Walsh
780-672-6131

Past Chairman
Blain Fowler
780-672-3142

Directors
Tom Chelmick
780-679 9173

Leon Lohner
780-672-5670

Darryl Schultz
780-679-7724

Wally Wrubleski
780-781-7323

**Past
Chair/Ambassador**
Ken Drever
780-672-4651

Executive Director
Dana Andreassen
780-679-0449

December 13, 2018

Jim Fedyk, CAO
Town of Sedgewick
Box 129
Sedgewick, AB T0B 4C0

Dear Jim,

I am pleased to enclose our grant cheque #2934 in the amount of \$5,000.

The grant was awarded in partnership with the Sedgewick Lake Park Association to construct a spray park in Sedgewick Lake Park.

I have also enclosed a form you can use to account for your use of the funds awarded. As you know, you have agreed to provide an accounting to us by the end of November 2019.

Congratulations! Our community is a better place because of your work.

Sincerely,

David Ofrim
Board Chairman

Enclosures
Copy: Esther Whitehead

RECEIVED

DEC 18 2018

**BATTLE RIVER COMMUNITY FOUNDATION
GRANT ACCOUNTABILITY FORM**

Project Name: _____

Name of Organization/Agency/Group: _____

Mailing Address: _____

Contact Person: _____ Telephone: _____

Email: _____ Amount of Grant Received: _____

Please describe how the grant was used, the benefits provided to your community and the number of volunteers and participants involved.

Form completed by: _____ Date: _____

Signature _____

Please return this form to the Battle River Community Foundation by November 30, 2019



ALBERTA
MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Leduc-Beaumont*

AR95456B

December 10, 2018

His Worship Perry Duncan Robinson
Mayor, Town of Sedgewick
PO Box 129
Sedgewick Alberta T0B 4C0

Dear Mayor Robinson,

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

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

CAP-10887	Water Treatment Plant Generator Replacement	\$170,000
CAP-10888	Spruce Drive Wastewater Line Extension	\$120,000
CAP-10892	Water Treatment Plant Upgrades	\$120,000

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

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

Sincerely,

Hon. Shaye Anderson
Minister of Municipal Affairs

cc: Jim Fedyk, Chief Administrative Officer, Town of Sedgewick

RECEIVED
DEC 18 2018