



## AGENDA

### REGULAR COUNCIL MEETING

January 16, 2017

The regular meeting of council of the Municipality of Sundre will be held in the Town of Sundre Chambers on Monday, January 16, 2017, starting at 6:00 p.m.

- 1. CALL TO ORDER**
- 2. ACCEPTANCE OF AGENDA**
- 3. ADOPTION OF THE PREVIOUS MINUTES**
  - a. December 5, 2016 Regular Council Meeting
  - b. December 19, 2016 Special Council Meeting
  - c. January 3, 2017 Special Council Meeting
- 4. PUBLIC HEARINGS**
  - a. RFD Bylaw 07.16 Land Use Amendment
  - b.
- 5. DELEGATIONS**
  - a.
  - b.
- 6. BYLAWS**
  - a. Bylaw 07.16 Land Use Amendment
    - 1) Second Reading – Bylaw 07.16
    - 2) Third Reading – Bylaw 07.16
- 7. ADMINISTRATION REPORTS**
  - a.
  - b.
  - c.
- 8. UNFINISHED BUSINESS**
  - a.



## AGENDA

### REGULAR COUNCIL MEETING

January 16, 2017

- b.
- c.

#### **9. NEW BUSINESS**

- a. RFD Communications Plan
- b. RFD Council Policy and Bylaw Review Committee – Terms of Reference
- c. RFD Mountain View Regional Waste Management Commission - Waste Services Agreement
- d. RFD Mountain View Regional Waste Management Commission – New Membership Agreement
- e. Strategic Priorities Chart - discussion

#### **10. COUNCIL REPORTS**

- a.
- b.

#### **11. FINANCIAL REPORTS**

- a.

#### **12. CORRESPONDENCE**

- a. Thank you letter from Minister Sarah Hoffman
- b. Alberta Order of Excellence – letter from Andrew Sims, Chair
- c. Email from Maryann Chichak, Mayor of Whitecourt
- d. Alberta Health Services – EMS Dispatch

#### **13. NOTICE OF MOTION**

#### **14. IN-CAMERA**

- a.
- b.

#### **15. ADJOURNMENT**

**MINUTES OF THE REGULAR COUNCIL MEETING OF THE MUNICIPAL COUNCIL OF THE TOWN OF SUNDRE IN THE PROVINCE OF ALBERTA HELD MONDAY, DECEMBER 5, 2016 IN THE TOWN OF SUNDRE COUNCIL CHAMBERS**

**PRESENT** Mayor Terry Leslie, Councillors: Cheri Funke, Paul Isaac, Verna McFadden, Chris Vardas, Myron Thompson, and Nolan Blatchford

**ABSENT** Dave Dubauskas, Chief Administration Officer

**STAFF** Angie Lucas, Interim, CAO (Director of Planning and Operational Services)  
Vic Pirie, Director of Finance and Administration  
Cynthia Robey, Legislative Executive Assistant

**CALL TO ORDER**

Mayor Leslie called the meeting to order at 6:00 p.m. with a moment of reflection.

**MODIFICATION TO OR ADOPTION OF AGENDA**

**375/16** Councillor Funke moved that the Town of Sundre Council adopt the December 5, 2016 Regular Council Meeting Agenda with the following additions/deletions/amendments:

- Removal of Item 5.1 - Wild Rose Humane Society. Presentation will come forward to Council during the January 23, 2017 Council Workshop
- Addition of In-Camera - Labour

**CARRIED**

**ADOPTION OF MINUTES**

**376/16** Councillor Vardas moved that the Town of Sundre Council adopt the November 21, 2016 Regular Council Meeting Minutes, as amended. **CARRIED**

**PUBLIC ADDRESS**

**PRESENTATIONS**

**Sundre Health Professional Attraction & Retention Committee (SHPARC)**

A power point presentation was provided to Council and Administration that covered the statistics concerning a shortage of health professionals and a critical shortage of doctors within rural Alberta. The report also covered retention, economic development, and the current state of physician recruitment.

**Sundre & District Historical Society – Museum – Year in Review**

A power point presentation was provided to Council and Administration that covered administrative priority items: governance, collections management, fundraising/budgets, community events and community engagement as well as operational priority items: facility maintenance, ground maintenance, budgets and exhibits.

**Downtown Area Revitalization Committee**

A power point presentation was provided to Council and Administration that covered the 2016 committee updates, and 2017 committee goals.

- 377/16** Councillor Funke moved that the Town of Sundre Council accept the Sundre Health Professional Attraction and Retention Committee (SHPARC) presentation, the Sundre & District Historical Society - Museum – Year in Review, and the Downtown Area Revitalization Committee presentation, as information. **CARRIED**

**FINANCE****PUBLIC HEARINGS****BYLAWS****RFD Fee Bylaw 09.16**

- 378/16** Councillor Vardas moved that the Town of Sundre Council provides first reading to Bylaw No. 09.16, a bylaw being the 2017 Fee Rates Bylaw.
- 379/16** Councillor Thompson moved that the Town of Sundre Council provides second reading to Bylaw No. 09.16, a bylaw being the 2017 Fee Rates Bylaw.
- 380/16** Councillor Funke moved that the Town of Sundre Council presents for third and final reading Bylaw No. 09.16, a bylaw being the 2017 Fee Rates Bylaw.
- 381/16** Councillor Thompson moved that The Town of Sundre Council provides third and final reading to Bylaw No. 09-16, a bylaw being the 2017 Fee Rates Bylaw. **CARRIED**

**ADMINISTRATION REPORTS****NEW BUSINESS****RFD Interim Memorandum of Agreement – Mountain View County**

- 382/16** Councillor Funke moved that The Town of Sundre Council approve the one year Interim Memorandum of Agreement with Mountain View County. **CARRIED**

**RFD 2017 – 2018 Operational Budget**

**383/16** The Town of Sundre Council moved to adopt the 2017 operating budget with total expenditures of \$11,486,381 and total operational revenues of \$8,095,309 leaving \$3,391,072 to be raised through taxation, Fortis Franchise Fee, MSI operating grant and Budget Stabilization Reserve, and further

That the tax portion be funded by a tax rate increase of 3.00% for residential, 3.00% for commercial and 0% increase for commercial vacant for the 2017 fiscal year. Voted For: Councillors Vardas, Funke, Isaac, McFadden, Blatchford. Opposed: Mayor Leslie, Councillor Thompson. **CARRIED**

**384/16** The Town of Sundre Council moved to adopt the 2018 operating budget with total expenditures of \$10,720,202 and total operational revenues of \$7,220,915 leaving \$3,499,287 to be raised through taxation, Fortis Franchise Fee and MSI operating grant, and further

That the tax portion be funded by a tax rate increase of 3.00% for residential, 3.00% for commercial and 0% increase for commercial vacant for the 2018 fiscal year. Voted For: Councillors Vardas, Funke, Isaac, McFadden, Blatchford. Opposed: Mayor Leslie, Councillor Thompson. **CARRIED**

Mayor Leslie called a recess at 7:45 p.m. Council Meeting resumed at 7:55 p.m.

**FINANCE****MUNICIPAL AREA PARTNERSHIP (MAP)****COUNCIL REPORTS****Southern Alberta Energy from Waste Committee (SAEWA) – Councillor McFadden****Verbal report – Red Deer River Watershed Alliance – Mayor Leslie****Verbal report – Meeting with the Sundre Chamber of Commerce concerning Regionalization – Mayor Leslie****Verbal report – Foothills Lodge meetings – Councillor Thompson**

**385/16** Councillor Funke moved that the Town of Sundre Council accept Councillor McFadden's November 28, 2016 meeting report, Mayor Leslie's verbal reports, and Councillor Thompson's verbal report, as information. **CARRIED**

**CORRESPONDENCE****Request to Council – Resolution to Ending Forced Organ Harvesting in China****Emergency Medical Services – Alberta Health Services – Clinical Operations**

**386/16** Councillor Isaac moved that the Town of Sundre Council accept the Request to Council – Resolution to Ending Forced Organ Harvesting in China and the Emergency Medical Services – Alberta Health Services – Clinical Operations correspondence, as information. **CARRIED**

**NOTICE OF MOTION**

**Councillor Funke read “Regional Designation for Sundre Lagoon”**

For the Town of Sundre to write a letter to Infrastructure Minister Brian Mason to begin the conversation to change the definition of Regional Waste Water Lagoons to include Sundre’s Lagoon and that fact that with the outside trucking companies bringing in waste water from our surrounding counties, we believe that this makes our lagoon a regional entity. I request that this letter also includes a request for a meeting with the Minister and I would like to extend invitations to the County of Mountain View and our MLA Jason Nixon to attend this meeting as well.

**387/16** Councillor Funke moved that the Town of Sundre Council direct Administration to arrange for a meeting with Minister Brian Mason. **CARRIED**

**388/16** Councillor McFadden moved that the Town of Sundre Council approve of Mayor Leslie to approach the Mayor’s of Clearwater County, Mountain View County, and Red Deer County in order to begin conversations to change the definition of Regional Waste Water Lagoons to include Sundre’s Lagoon. **CARRIED**

**IN-CAMERA**

**389/16** Councillor Blatchford moved that the Town of Sundre Council move to In-Camera at 8:13 p.m. **CARRIED**

Legal & Labour: FOIPP Section 27 & 19  
Labour: FOIPP Section 19

**390/16** Councillor Blatchford moved that the Town of Sundre Council come out of In-Camera at 9:02 p.m. **CARRIED**

**ADJOURNMENT**

**391/16** Councillor Isaac moved that the Town of Sundre Council adjourn the meeting at 9:03 p.m. **CARRIED**

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Mayor

I hereby certify these minutes are correct.

\_\_\_\_\_  
Interim Chief Administrative Officer

\_\_\_\_\_

**MINUTES OF THE SPECIAL COUNCIL MEETING OF THE MUNICIPAL COUNCIL OF THE TOWN OF SUNDRE IN THE PROVINCE OF ALBERTA HELD MONDAY, DECEMBER 19, 2016 IN THE TOWN OF SUNDRE COUNCIL CHAMBERS**

**PRESENT** Mayor Terry Leslie, Councillors: Cheri Funke, Paul Isaac, Verna McFadden, Chris Vardas, Myron Thompson, and Nolan Blatchford

**STAFF** Angie Lucas, Interim, CAO (Director of Planning and Operational Services)  
Vic Pirie, Director of Finance and Administration  
Cynthia Robey, Legislative Executive Assistant

**CALL TO ORDER**

Mayor Leslie called the meeting to order at 5:55 p.m.

**ADOPTION OF AGENDA**

**392/16** Councillor Blatchford moved that the Town of Sundre Council adopt the December 19, 2016 Special Council Meeting Agenda, as presented. **CARRIED**

**IN-CAMERA**

**393/16** Councillor McFadden moved that the Town of Sundre Council move to In-Camera at 5:59 p.m. **CARRIED**

Labour: FOIPP Section 19

**394/16** Councillor Blatchford moved that the Town of Sundre Council come out of In-Camera at 6:46 p.m. **CARRIED**

**395/16** Councillor Funke moved that the Town of Sundre Council call a Special Council Meeting to take place January 3, 2017, at 9:00 a.m., with Agenda to follow. **CARRIED**

**ADJOURNMENT**

**396/16** Councillor Vardas moved that the Town of Sundre Council adjourn the meeting at 6:49 p.m. **CARRIED**

\_\_\_\_\_  
Mayor

I hereby certify these minutes are correct.

\_\_\_\_\_  
Interim Chief Administrative Officer

**MINUTES OF THE SPECIAL COUNCIL MEETING OF THE MUNICIPAL COUNCIL OF THE TOWN OF SUNDRE IN THE PROVINCE OF ALBERTA HELD TUESDAY, JANUARY 3, 2017 IN THE TOWN OF SUNDRE COUNCIL CHAMBERS**

**PRESENT** Mayor Terry Leslie, Councillors: Cheri Funke, Paul Isaac, Verna McFadden, Chris Vardas, Myron Thompson, and Nolan Blatchford

**STAFF** Angie Lucas, Interim, CAO (Director of Planning and Operational Services)  
Cynthia Robey, Legislative Executive Assistant

**CALL TO ORDER**

Mayor Leslie called the meeting to order at 9:07 a.m. with a moment of reflection.

**MODIFICATION OR ACCEPTANCE OF AGENDA**

Councillor Isaac moved that the Town of Sundre Council adopt the January 3, 2017 Special Council Meeting Agenda with the following addition:

- One In-Camera – Labour

**CARRIED**

**NEW BUSINESS**

**a. Presentation – Davies Consulting Group Executive Search Services**

Mr. James Davies, President of Davies Consulting Group Executive Search Services, provided a verbal presentation to Council that followed up a written proposal he provided previously to Council.

Mr. Davies gave a brief summary of his education/work experience background and outlined the type of services and the processes his company would provide in order to secure a qualified candidate for the position of Chief Administrative Officer for the Town of Sundre.

Councillor Thompson left the meeting at 9:47 a.m.

Mayor Leslie called a recess at 9:51 a.m.

**IN-CAMERA**

**01/17** Councillor Blatchford moved that the Town of Sundre Council move to In-Camera at 10:01 a.m.

**CARRIED**

Labour: FOIPP Section 19

**02/17** Councillor Funke moved that the Town of Sundre Council accept as information, the Davies Consulting Group Executive Search Services presentation. **CARRIED**

**03/17** Mayor Leslie moved that the Town of Sundre Council direct Administration to work with Mr. James Davies, President of Davies Consulting Group Executive Search Services, to conduct the search for a new Chief Administrative Officer for the Town of Sundre. **CARRIED**

Councillor Vardas left the meeting at 11:10 a.m.

**04/17** Councillor Isaac moved that the Town of Sundre Council come out of In-Camera at 11:38 a.m. **CARRIED**

**ADJOURNMENT**

**05/17** Councillor Funke moved that the Town of Sundre Council adjourn the meeting at 11:40 a.m. **CARRIED**

\_\_\_\_\_  
Mayor

I hereby certify these minutes are correct.

\_\_\_\_\_  
Interim Chief Administrative Officer



## REQUEST FOR DECISION

**COUNCIL DATE:** January 16, 2017

**AGENDA ITEM:** 4a.1

**SUBJECT:** Public Hearing - Bylaw 07.16 – Amend Bylaw 705 the Town’s Land Use Bylaw for Accessory Buildings, Daycares, Home Occupations and Sea Cans.

**ORIGINATING DEPARTMENT:** Planning & Development

**MOTION:**

The Town of Sundre Council moves to open the Public Hearing for Bylaw 07.16, being a bylaw to amend Bylaw 705.

## REFER TO ATTACHMENT

**ATTACHMENTS:**

Public Hearing Process

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REVIEWED AND APPROVED FOR SUBMISSION TO COUNCIL

Submitted By: Denica Crosbie

Date: November 28, 2016

Director of Planning & Operational Services: Angie Lucas

Date: November 28, 2016

Interim CAO Approval: Angie Lucas

Date: November 28, 2016

| <b>PUBLIC HEARING PROCESS</b>                  |  |
|--|--|
| <b>TERRY</b><br>CHAIR - OPEN PUBLIC HEARING    | Request Council to make a motion to open the public hearing  |
| COUNCIL - MOTION FOR PUBLIC HEARING            | COUNCIL: I'll make a motion to open the Public Hearing for <b>Bylaw 07.16</b> "<br>VOTE ON MOTION<br>CHAIR: ALL IN FAVOUR.....CARRIED  |
| <b>TERRY</b><br>CHAIR – PUBLIC HEARING OPEN    | "The hearing is held pursuant to Section 230, 606 and 692 of the Municipal Government Act, and therefore I hereby declare the Public Hearing relating to <b>Bylaw 07.16</b> , open at <b>X:XXpm</b> ."   |
| <b>TERRY</b><br>CHAIR – PUBLIC HEARING         | CHAIR - "At this time I will pass it over the CAO"<br>CAO – confirms: <ul style="list-style-type: none"> <li>• <b>Purpose of the Bylaw</b></li> <li>• <b>Notice that was provided about the public hearing Advertisement of the Public Hearing</b></li> <li>• <b>That any written submissions received and not included in the public hearing agenda package will be read into the record.</b></li> </ul>  |
| <b>TERRY</b><br>EXPLANATION OF HEARING PROCESS | CHAIR – explains process<br>The following rules of conduct will be followed during the Public Hearing<br>Presentation should be brief and to the point and shall be limited to 5 minutes in length.<br>The order of presentation shall be: <ul style="list-style-type: none"> <li>• <b>The Director of Planning &amp; Operational Services</b></li> <li>• <b>Those supporting the Bylaw</b></li> <li>• <b>Those opposing the Bylaw</b></li> <li>• <b>Any other person deemed to be affected by the Bylaw</b></li> <li>• <b>Council may ask questions of the speakers after each presentation for clarification purposes</b></li> <li>• <b>There will be no debating the bylaw</b></li> </ul>   |
| DIRECTOR OF PLANNING & OPERATIONS              | CHAIR - Request presentation from Director of Planning & Operations or designate<br>Director of Planning & Operations – confirms <ul style="list-style-type: none"> <li>• <b>Purpose of the Bylaw</b></li> <li>• <b>Provides background information</b></li> <li>• <b>Provides any comments received as a result of circulation</b></li> </ul>   |
| <b>TERRY</b><br>PUBLIC HEARING PROCESS         | CHAIR – "Does Council have any questions for Director of Planning & Operations"<br>CHAIR – "Does the applicant or designate wish to present"<br>APPLICANT REPRESENTS<br>CHAIR – "Does Council have any questions for the Applicant or Designate"<br>CHAIR – Requests if there is anyone wishing to speak in favour of the bylaw<br>THOSE IN FAVOUR SPEAK - ask if Council has any questions after each speaker<br>CHAIR – Requests if there is anyone wishing to speak opposed the bylaw<br>THOSE OPPOSED SPEAK - ask if Council has any questions after each speaker<br>CHAIR – Request if anyone would like to make a closing statement who have made a presentation<br>CHAIR – Request if Administration would like to make closing statements. |
| <b>TERRY</b><br>MOTION TO CLOSE PUBLIC HEARING | CHAIR – "I hereby declare this Public Meeting relating to <b>Bylaw 07.16</b> closed at <b>X:XXpm</b> and will accept a motion to adjourn the public hearings and reconvene the January 16, 2017, Meeting of Council"<br>VOTE ON MOTION<br>CHAIR: ALL IN FAVOUR.....CARRIED   |

TOWN OF SUNDRE  
BYLAW NO. 07.16

BEING A BYLAW OF THE TOWN OF SUNDRE TO AMEND LAND USE BYLAW 705

WHEREAS, Section 639 of the Municipal Government Act, R.S.A., 2000, Chapter M-26 and amendments thereto requires Council to enact a Land Use Bylaw;

AND WHEREAS, Section 191(1) of the Municipal Government Act, R.S.A. 2000, Chapter M-26 and amendments thereto authorizes Council adopt a bylaw to amend a Land Use Bylaw;

NOW THEREFORE, the Council of the Town of Sundre, in the Province of Alberta hereby enacts as follows:

**ACCESSORY BUILDINGS**

1. THAT Bylaw No. 705 is hereby amended by removing the definition for “Accessory Residential Building” – means a building separate and subordinate to the principal residential building, the use of which is incidental to that principal building and is located on the same parcel of land, and includes such things as garages, garden sheds and greenhouses, but does not include a residential use of a building. An accessory residential building does not include an outhouse.
2. THAT Bylaw No. 705 is hereby amended by adding a definition for “**Accessory Building – Residential**” - means a building separate and subordinate to the principal residential building, the use of which is incidental to that principal building and is located on the same parcel of land and includes such things as garages, garden sheds and greenhouses, but does not include an outhouse.
3. THAT Bylaw No. 705 is hereby amended by adding a definition for “**Temporary Building**” means a building without a permanent foundation or footing. A temporary building may include soft-sided or fabric covered structure.
4. THAT Bylaw No. 705 is hereby amended by removing the Schedule B: Supplementary Regulations 1. Buildings 1(1) Accessory Building (a) Residential Districts (i), (ii), (iii), (iv), (v), (vi) and (b) Other Districts (i) in its entirety.
5. THAT Bylaw No. 705 is hereby amended by adding to Schedule B: Supplementary Regulations 1. Buildings 1(1) Accessory Building with:
  - 1(1) **Accessory Buildings**
    - a) Residential Buildings **shall** comply with the following:

- (i) No accessory buildings or any portion thereof shall be erected or placed within the front yard of a parcel, except for attached garages;
- (ii) An accessory building on an interior parcel shall be situated so that the exterior wall is at least 1.0 m (3.28 ft.) from the side and rear boundaries of the parcel;
- (iii) An accessory building on a corner parcel shall not be situated closer to the street than the main building. It shall not be closer than 1.0 m (3.28 ft.) to the other side parcel boundary or the rear parcel boundary;
- (iv) An accessory building shall not be more than 4.5 m (14.8 ft.) in height, and shall not exceed the height of the main building;
- (v) Distance requirement between main building and accessory residential building is as follows:
  - (a) 1.22 m (4 ft.) between exterior wall of the house and exterior wall of the accessory residential building;
  - (b) 0.61 m (2 ft.) between eaves of the house and accessory residential building subject to condition that the accessory building has a one-hour fire rated wall;
- (vi) No accessory building or any portion thereof shall be erected or placed on the parcel of land before the construction of the main residential building;
- (vii) An accessory building erected or placed on a parcel shall not be used as a dwelling;
- (viii) No accessory building may be used for the purpose of sheltering livestock or poultry;
- (ix) Notwithstanding subsections (b) and (c) of this section, an accessory building or any portion thereof may be erected or placed on the rear or side boundary common to two parcels provided the accessory building serves the two abutting parcels;
- (x) When a parcel abuts a lane less than 6 m (20 ft.) in width, the Development Authority may require a rear yard setback for accessory buildings greater than the prescribed minimum;
- (xi) For the purpose of calculating yard setbacks as provided in this Land Use Bylaw, an accessory building, if connected to the

main building by a structural element including but not limited to a common foundation, roof or wall, shall be deemed to be part of the main building;

(xi) No part of an accessory building shall be located on or over an easement or utility right-of-way unless authorized by the Development Authority.

b) Other Districts **shall** comply with the following:

(i) No accessory building or any portion thereof shall be erected or placed within the front yard of a parcel;

(ii) An accessory building shall conform to the rear yard setbacks of the district in which the parcel is located;

(iii) An accessory building shall conform to the side yard setbacks of the district in which the parcel is located.

c) Temporary/Soft Sided Buildings **shall** comply with the following:

All guidelines set out above in Accessory Building – Residential

6. THAT Bylaw No. 705 is hereby amended by adding a “Accessory Building” to Discretionary Uses of the Land Use Districts of Light Industrial District (I-1), Central Commercial District (C-1), Highway Commercial District (C-2) and Gateway Commercial District (C-3).

7. THAT Bylaw No. 705 is hereby amended by deleting “Accessory Residential Buildings/Structures” in the Permitted Uses of the Land Use Districts of Low Density Residential District (R-1), General Residential District (R-2), Mobile Home District (R-3) and Estate Residential District (R-4) and replace with “**Accessory Building - Residential**”.

### **DAY CARES**

8. THAT Bylaw No. 705 is hereby amended by adding a definition for “Day home facility” – means a development to provide care for 1 to 6 children for more than 3 but less than 24 consecutive hours in each day that the facility is operating, and is intended to be operated for at least 12 consecutive weeks per year.

9. THAT Bylaw No. 705 is hereby amended by adding a definition for “Day care facility – commercial” means a development, which is licensed by the Province to provide child care and is located in a facility that is in a non-residential area. It provides care for children for more than 3 but less than 24 consecutive hours in each day that the facility is operating, and is intended to be operated for at least 12 consecutive weeks per year.

10. THAT Bylaw No. 705 is hereby amended by adding Day Home Facility, Day Care Facility – Neighbourhood and Day Care Facility – Commercial to Schedule B:
11. THAT Bylaw No. 705 is hereby amended by adding Day Cares to Schedule B: Supplementary Regulations 11. Daycares

## **11. Daycares**

### **11(1) Day Home Facility**

Day Home Facility - **shall** comply with the following:

- (a) Maximum of six (6) children shall be cared for at any one time, including children that reside on the property;
- (b) The owner/operator must reside on the subject property;
- (c) Employees working at the day home shall be limited to those living at the residence;
- (d) One other Home Occupation – minor may operate within the residence;
- (e) If an on-site play area is provided in conjunction with the day home facility, the area shall be fenced to the satisfaction of the Development Authority;
- (f) One (1) on-site parking space for drop off is required in addition to the parking requirement for the residential use;
- (g) There will be no signage permitted;
- (h) A Development Permit is required. A permit may be revoked at any time, if in the opinion of the Development Authority; the operator of the facility has violated any provisions of this Bylaw or the conditions of the permit. A day home facility shall not operate without a valid Business License issued by the Municipality.

### **11(2) Day Care Facility - Neighbourhood**

Day Care Facility - Neighbourhood **shall** comply with the following:

- (a) The facility provides care for seven (7) to a maximum of (15) children, at any time, including children that reside on the property;

- (b) The owner/operator of the neighbourhood day care may or may not reside on the subject property;
- (c) No more than two (2) non-residence may be employed by the day care facility;
- (d) No other accessory use (such as a home occupation etc.) is permitted when a day care facility operates from the property;
- (e) If an on-site play area is provided in conjunction with the day care facility, the area shall be fenced to the satisfaction of the Development Authority and the Provincial Licensing Authority;
- (f) One (1) on-site parking space per employee is required in addition to the parking requirement for the residential use;
- (g) No signage is permitted;
- (h) The day care facility shall be in full compliance with the Alberta Provincial Day Care Regulations;
- (i) A Development Permit is required. A permit may be revoked at any time, if in the opinion of the Development Authority; the operator of the facility has violated any provisions of this Bylaw or the conditions of the permit. A day care facility shall not operate without a valid Business License issued by the Municipality.

### **11(3) Day Care Facility - Commercial**

Day Care Facility - Commercial **shall** comply with the following:

- (a) The number of children may not exceed the capacity as determined by on-site parking capacity;
- (b) The day care facility shall always be considered the primary use on a site where Development Permit for a day care facility has been approved. Accessory use(s) may be permitted at the discretion of the Development Authority and Municipal Planning Commission where the accessory use does not conflict with the day care facility;
- (c) If an on-site play area is provided in conjunction with the day care facility, the area shall be fenced to the satisfaction of the Development Authority and the Provincial Licensing Authority;

- (d) The required number of on-site parking spaces shall be one (1) per employee on maximum working shift, and one (1) on-site parking space per six (6) children;
- (e) A day care facility shall meet all parking requirements on-site and shall endeavour to limit use of on street parking;
- (f) All signage is a discretionary use and a Development Permit must be submitted and reviewed by the Municipal Planning Commission;
- (g) The day care facility shall be in full compliance with the Alberta Provincial Day Care regulations;
- (h) A Development Permit is required. A permit may be revoked at any time, if in the opinion of the Development Authority; the operator of the facility has violated any provisions of this Bylaw or the conditions of the permit. A care facility shall not operate without a valid Business License issued by the Municipality.

12. THAT Bylaw No. 705 is hereby amended by adding “Day Home Facility” to Discretionary Uses of the Land Use Districts of Low Density Residential District (R-1), General Residential District (R-2), Mobile Home District (R-3) and Estate Residential District (R-4).

13. THAT Bylaw No. 705 is hereby amended by adding “Day Care Facility – Neighbourhood” to Discretionary Uses of the Land Use Districts of Low Density Residential District (R-1), General Residential District (R-2), Mobile Home District (R-3) and Estate Residential District (R-4).

14. THAT Bylaw No. 705 is hereby amended by adding “Day Care Facility – Commercial” to Discretionary Uses of the Land Use Districts of Central Commercial District (C-1) and Gateway Commercial District (C-3).

### **HOME OCCUPATIONS**

15. THAT Bylaw No. 705 is hereby amended by removing the definition for “Home Occupation” – means an accessory use of a residential building or a building accessory thereto, by the resident of the purpose of financial gain.

16. THAT Bylaw No. 705 is hereby amended by adding a definition for “Home Occupation - Minor” means a use a) that is business in nature for financial gain, the scale and intensity of which are limited so that no impacts of the business are observed or felt outside the dwelling unit; b) that is located within a dwelling; c) that does not produce noise, dust, odors or vibrations outside the building in which it takes place; d) that does not include outdoor storage; and e) that does not require any person, other than the resident of the dwelling unit, to work at the residence where the use is located.

17. THAT Bylaw No. 705 is hereby amended by adding a definition for “Home Occupation - Major” means a) that is business in nature, the scale and intensity of which are limited so that no impacts of the business are observed or felt outside the dwelling unit; b) that is located within a dwelling unit and/or associated accessory building, c) that does not produce noise, dust, odors or vibrations outside of the building in which it takes place; d) that does not include outdoor storage; e) employees working at the Home Occupation (on site) shall be limited to a maximum of two and at least one shall live at the residence; and f) may generate vehicular traffic, but will not result in traffic that has a negative impact on the community.

18. THAT Bylaw No. 705 is hereby amended by removing the Schedule B: Supplementary Regulations 6(2) Home Occupations (a)(b)(c)(d)(e)(f)(g)(h) in its entirety.

19. THAT Bylaw No. 705 is hereby amended by adding to Schedule B: Supplementary Regulations 13 Home Occupations; 13(1) Home Occupation – Minor and 13(2) Home Occupation – Major:

### **13. Home Occupations**

#### **13(1) Home Occupation - Minor**

Home occupation - Minor **shall** comply with the following:

- (a) Are essentially “desk and telephone” home offices that require no deliveries, require no storage, do not generate any non-residential traffic, no walk in clientele, do not have signage, and are essentially “invisible” within a residential neighbourhood;
- (b) Requires a Development Permit and an annual Business License issued by the Town of Sundre. A permit can be revoked at any time if, in the opinion of the Development Authority, the operator of a home occupation has violated any provisions of this Bylaw or the conditions of a permit or a valid Business License is not in place;
- (c) Shall not interfere with the rights of other residents to quiet enjoyment of a residential neighbourhood;
- (d) Shall be an incidental and subordinate use to the principal residential use and shall be contained within the principal building;
- (e) Development Permits are non-transferable to other locations, they are approved for a specific Lot, Block and Plan;
- (f) The Development Officer/Municipal Planning Commission may require that the permit be reviewed on a periodic basis to ensure compliance with an approved Development Permit;

- (g) Home Occupations are limited to two (2) minor businesses per dwelling unit;
- (h) Employees working at the home occupation (on site) shall be limited to those living at the residence;
- (i) The operator of a home occupation – **Minor shall not:**
  - (i) have outside storage of materials, goods or equipment on the site;
  - (ii) create a nuisance by way of dust, noise, odor, smoke, parking, excessive traffic generation, electrical interruption, bright light or anything of an objectionable nature which is detectable to normal sensory perception outside the building containing the home occupation or beyond the parcel boundaries;
  - (iii) display any form of advertising related to the home occupation on the site except in accordance with this bylaw;
  - (iv) a home occupation licence does not exempt the applicant from compliance with any Federal or Provincial regulation, or any other municipal bylaw or regulation;
  - (v) shall not use any dangerous goods which would not reasonably be used in association with a residential use of the dwelling. Exterior storage of goods related to the home occupation is prohibited;
  - (vi) include the direct sale of goods to walk-in clientele;

### **13(2) Home Occupation - Major**

Home Occupation – Major **shall** comply with the following:

- (a) Are essentially more intensive home based businesses than “desk and telephone” (Home Occupation – minor). May generate vehicular traffic, but will not result in traffic that has a negative impact on the community, may have walk in cliental, does not have signage;
- (b) Requires a Development Permit and an annual Business License issued by the Town of Sundre. A permit may be revoked at any time if, in the opinion of the Development Authority, the operator of a home occupation has violated any provisions of this Bylaw or the conditions of a permit or a valid Business License is not in place;

- (c) Shall not interfere with the right of other residents to quiet enjoyment of a residential neighbourhood;
- (d) Shall be incidental and a subordinate use to the principal residential use and be located or contained within the principal building, or accessory structure;
- (e) Development Permits are non-transferable to other locations, they are approved to a specific Lot, Block and Plan;
- (f) The Development Officer/Municipal Planning Commission may require that the permit be reviewed on a periodic basis to ensure compliance with an approved Development Permit;
- (g) Home Occupations are limited to one minor and one major per dwelling unit;
- (h) Employees working at the home occupation (on site) shall be limited to a maximum of two (2) and at least one shall live at the residence;
- (i) Allowed one vehicle with commercial advertising associated with the business parked on-site that does not exceed 4500 kg. (9,921 lbs) and or a length of 6.3 m (20.71 ft.). Anything over 4500 kgs requires a CVOR certificate;
- (j) In addition to parking requirements for residential use, up to two (2) additional parking spaces may be required at the discretion of the Development Authority;
- (k) No commodity other than the product or service of the home occupation shall be sold on the premises;
- (l) The operator of a home occupation – **Major shall not:**
  - (i) have outside storage of materials, goods or equipment on the site;
  - (ii) create a nuisance by way of dust, noise, odor, smoke, parking, excessive traffic generation, electrical interruption, bright light or anything of an objectionable nature which is detectable to normal sensory perception outside the building containing the home occupation or beyond the parcel boundaries;
  - (iii) display any form of advertising related to the home occupation on the site except in accordance with this bylaw;
  - (iv) a home occupation licence does not exempt the applicant from

compliance with any Federal or Provincial regulation, or any other municipal bylaw or regulation;

- (v) shall not use any dangerous goods, which would not reasonably be used in association with the residential use of the dwelling. Exterior storage of goods related to the home occupation is Prohibited;
- (vi) shall not be permitted if, in the opinion of the Development Authority, it would be more appropriately located in a commercial or industrial district.

20. THAT Bylaw No. 705 is hereby amended by adding “Home Occupation - Minor” to Permitted Uses of the Land Use Districts of Low Density Residential District (R-1), General Residential District (R-2), Mobile Home District (R-3) and Estate Residential District (R-4).

21. THAT Bylaw No. 705 is hereby amended by adding “Home Occupation - Major” to Discretionary Uses of the Land Use Districts of Low Density Residential District (R-1), General Residential District (R-2), Mobile Home District (R-3) and Estate Residential District (R-4).

### **SEA CANS**

22. THAT Bylaw No. 705 is hereby amended by adding a definition for “**Sea-Cans**” means a container that is new or was formerly used for transport of goods by means or rail, truck or sea. These containers are rectangular in shape and are generally made of metal also referred to as a sea cargo container, sea-can or cargo container. When used for any other purpose other than transporting freight, a sea can is considered a structure.

### **12. SEA CANS**

Sea Cans shall only be allowed in land use districts where listed as a Discretionary Use in Schedule C. Sea cans are prohibited in all other districts.

#### **12(1) Sea Cans**

Sea cans - **shall** comply with the following:

- (a) Sea Cans shall not be erected or placed within the front yard of a parcel;
- (b) Sea Cans shall conform to the rear yard setbacks of the district in which the parcel is located;
- (c) Sea Cans shall conform to the side yard setbacks of the district in which the parcel is located;

- (d) Sea Cans shall be considered a structure and added to the calculation in determining the maximum lot coverage in the applicable land use district as outlined in Schedule C.

### **12(2) Sea Cans – General Standards**

- (a) There shall be a legal primary use on the property where the sea can is proposed;
- (b) Sea cans are permitted to be used for storage only and shall not be used as a building or a construction material;
- (c) A maximum of one sea can may be permitted on a lot;
- (d) The Development Authority may regulate the maximum height of sea cans;
- (e) The Development Authority may require as a condition of approval that a sea can be screened from view or landscaped to make it aesthetically pleasing;
- (f) The Development Authority may require as a condition of approval that any sea can be sandblasted and/or painted a neutral or complimentary colour to match the existing building(s) on the property;
- (g) The Development Authority may regulate the time period for which a development permit for a sea can is valid through the issuance of a temporary permit;
- (h) Removal of the sea can at the expiration of the permit shall be at the expense of the applicant and/or landowner. The Development Authority may require as a condition of approval the posting of a security deposit guaranteeing the removal of the container and/or compliance with the conditions of the permit;
- (i) The sea can shall not display advertising, company logos, names or other marketing without an approved sign permit.

23. THAT Bylaw No. 705 is hereby amended by adding “Sea Cans” to Discretionary Uses of the Land Use Districts of the Light Industrial District (I-1) and the Flood Plain Industrial District (I-2).

24. THAT this bylaw shall be passed and become effective when it receives Third and Final reading and is signed by the Mayor and Chief Administrative Officer.

READ A FIRST TIME IN OPEN COUNCIL THIS 21<sup>ST</sup> DAY OF NOVEMBER 2016.

READ A SECOND TIME IN OPEN COUNCIL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

READ A SECOND TIME IN OPEN COUNCIL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Administrative Officer

**Definition**

**Accessory Building** – means a building separate and subordinate to the main building, the use of which is incidental to that main building and is located on the same parcel of land, but does not include a residential use of the building. An outhouse is not an accessory building.

**Accessory Building – Residential** - means a building separate and subordinate to the principal residential building, the use of which is incidental to that principal building and is located on the same parcel of land and includes such things as garages, garden sheds and greenhouses, but does not include an outhouse.

**Other districts** – means districts other than residential.

**Temporary Building** – means a building without a permanent foundation or footing. A temporary building may include soft-sided or fabric covered structure.

**1(1). Accessory Buildings**

(a) Residential Buildings **shall** comply with the following:

- (i) No accessory buildings or any portion thereof shall be erected or placed within the front yard of a parcel, except for attached garages;
- (ii) An accessory building on an interior parcel shall be situated so that the exterior wall is at least 1.0 m (3.28 ft.) from the side and rear boundaries of the parcel;
- (iii) An accessory building on a corner parcel shall not be situated closer to the street than the main building. It shall not be closer than 1.0 m (3.28 ft.) to the other side parcel boundary or the rear parcel boundary;
- (iv) An accessory building shall not be more than 4.5 m (14.8 ft.) in height, and shall not exceed the height of the main building;
- (v) Distance requirement between main building and accessory residential building is as follows:
  - a. 1.22 m (4 ft.) between exterior wall of the house and exterior wall of the accessory residential building;
  - b. 0.61 m (2 ft.) between eaves of the house and accessory residential building subject to condition that the accessory building has a one hour fire rated wall; No accessory building or any portion thereof shall be erected or placed on the parcel of land before the construction of the main residential building;
- (vi) An accessory building erected or placed on a parcel shall not be used as a dwelling;
- (vii) No accessory building may be used for the purpose of sheltering livestock or poultry;
- (viii) Notwithstanding subsections (b) and (c) of this section, an accessory building or any portion thereof may be erected or placed on the rear or side boundary common to two parcels provided the accessory building serves the two abutting parcels;
- (ix) When a parcel abuts a lane less than 6 m (20 ft.) in width, the Development Authority may require a rear yard setback for accessory buildings greater than the prescribed minimum;
- (x) For the purpose of calculating yard setbacks as provided in this Land Use Bylaw, an accessory building, if connected to the main building by a structural element including but not limited to a common

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foundation, roof or wall, shall be deemed to be part of the main building;

- (xi) No part of an accessory building shall be located on or over an easement or utility right-of-way unless authorized by the Development Authority.

(b) Other Districts **shall** comply with the following:

- (i) No accessory building or any portion thereof shall be erected or placed within the front yard of a parcel;
- (ii) An accessory building shall conform to the rear yard setbacks of the district in which the parcel is located;
- (iii) An accessory building shall conform to the side yard setbacks of the district in which the parcel is located.

(c) Temporary/Soft Sided Buildings **shall** comply with the following:

All guidelines set out above in Accessory Building – Residential;

## **Definition**

**Day home facility-** means a development to provide care for 1 to 6 children for more than 3 but less than 24 consecutive hours in each day that the facility is operating, and is intended to be operated for at least 12 consecutive weeks per year.

**Day care facility – neighbourhood** – means a development which is licensed by the Province to provide care for 7 to 15 children for more than 3 but less than 24 consecutive hours in each day that the facility is operating, and is intended to be operated for at least 12 consecutive weeks per year.

**Day care facility– commercial** – means a development which is licensed by the Province to provide child care and is located in a facility that is in a non-residential area. It provides care for children for more than 3 but less than 24 consecutive hours in each day that the facility is operating, and is intended to be operated for at least 12 consecutive weeks per year.

**11. Daycares**

**11(1) Day Home Facility**

Day Home Facility - **shall** comply with the following:

- (a) Maximum of six (6) children shall be cared for at any one time, including children that reside on the property;
- (b) The owner/operator must reside on the subject property;
- (c) Employees working at the day home shall be limited to those living at the residence;
- (d) One other Home Occupation – minor may operate within the residence;
- (e) If an on-site play area is provided in conjunction with the day home facility, the area shall be fenced to the satisfaction of the Development Authority;
- (f) One (1) on-site parking space for drop off is required in addition to the parking requirement for the residential use;
- (g) There will be no signage permitted;
- (h) A Development Permit is required. A permit may be revoked at any time, if in the opinion of the Development Authority; the operator of the facility has violated any provisions of this Bylaw or the conditions of the permit. A day home facility shall not operate without a valid Business License issued by the Municipality.

**11(2) Day Care Facility - Neighbourhood**

Day Care Facility - Neighbourhood **shall** comply with the following:

- (a) The facility provides care for seven (7) to a maximum of (15) children, at any time, including children that reside on the property;
- (b) The owner/operator of the neighbourhood day care may or may not reside on the subject property;
- (c) No more than two (2) non-residence may be employed by the day care facility;
- (d) No other accessory use (such as a home occupation etc.) is permitted when a day care facility operates from the property;
- (e) If an on-site play area is provided in conjunction with the day care facility, the area shall be fenced to the satisfaction of the Development Authority and the Provincial Licensing Authority;
- (f) One (1) on-site parking space per employee is required in addition to the parking requirement for the residential use;

- (g) No signage is permitted;
- (h) The day care facility shall be in full compliance with the Alberta Provincial Day Care Regulations;
- (i) A Development Permit is required. A permit may be revoked at any time, if in the opinion of the Development Authority; the operator of the facility has violated any provisions of this Bylaw or the conditions of the permit. A day care facility shall not operate without a valid Business License issued by the Municipality.

**11(3) Day Care Facility - Commercial**

Day Care Facility - Commercial **shall** comply with the following:

- (a) The number of children may not exceed the capacity as determined by on-site parking capacity;
- (b) The day care facility shall always be considered the primary use on a site where Development Permit for a day care facility has been approved. Accessory use(s) may be permitted at the discretion of the Development Authority and Municipal Planning Commission where the accessory uses does not conflict with the day care facility;
- (c) If an on-site play area is provided in conjunction with the day care facility, the area shall be fenced to the satisfaction of the Development Authority and the Provincial Licensing Authority;
- (d) The required number of on-site parking spaces shall be one (1) per employee on maximum working shift, and one (1) on-site parking space per six (6) children;
- (e) A day care facility shall meet all parking requirements on-site and shall endeavour to limited use of on street parking;
- (f) All signage is a discretionary use and a Development Permit must be submitted and reviewed by the Municipal Planning Commission;
- (g) The day care facility shall be in full compliance with the Alberta Provincial Day Care regulations;
- (h) A Development Permit is required. A permit may be revoked at any time, if in the opinion of the Development Authority; the operator of the facility has violated any provisions of this Bylaw or the conditions of the permit. A care facility shall not operate without a valid Business License issued by the Municipality.

**Definition**

**Home Occupation – Minor** means a use a) that is business in nature for financial gain, the scale and intensity of which are limited so that no impacts of the business are observed or felt outside the dwelling unit; b) that is located within a dwelling; c) that does not produce noise, dust, odors or vibrations outside the building in which it takes place; d) that does not include outdoor storage; and e) that does not require any person, other than the resident of the dwelling unit, to work at the residence where the use is located.

**Home Occupation – Major** means a) that is business in nature, the scale and intensity of which are limited so that no impacts of the business are observed or felt outside the dwelling unit; b) that is located within a dwelling unit and/or associated accessory building, c) that does not produce noise, dust, odors or vibrations outside of the building in which it takes place; d) that does not include outdoor storage; e) employees working at the Home Occupation (on site) shall be limited to a maximum of two and at least one shall live at the residence; and f) may generate vehicular traffic, but will not result in traffic that has a negative impact on the community.

### 13. Home Occupations

#### 13(1) Home Occupation - Minor

Home occupation - Minor **shall** comply with the following:

- (a) Are essentially “desk and telephone” home offices that require no deliveries, require no storage, do not generate any non-residential traffic, no walk in clientele, do not have signage, and are essentially “invisible” within a residential neighbourhood;
- (b) Requires a Development Permit and an annual Business License issued by the Town of Sundre. A permit can be revoked at any time if, in the opinion of the Development Authority, the operator of a home occupation has violated any provisions of this Bylaw or the conditions of a permit or a valid Business License is not in place;
- (c) Shall not interfere with the rights of other residents to quiet enjoyment of a residential neighbourhood;
- (d) Shall be an incidental and subordinate use to the principal residential use and shall be contained within the principal building;
- (e) Development Permits are non-transferable to other locations, they are approved for a specific Lot, Block and Plan;
- (f) The Development Officer/Municipal Planning Commission may require that the permit be reviewed on a periodic basis to ensure compliance with an approved Development Permit;
- (g) Home Occupations are limited to two (2) minor businesses per dwelling unit;
- (h) Employees working at the home occupation (on site) shall be limited to those living at the residence;
- (i) The operator of a home occupation – **Minor shall not:**
  - (i) have outside storage of materials, goods or equipment on the site;
  - (ii) create a nuisance by way of dust, noise, odor, smoke, parking, excessive traffic generation, electrical interruption, bright light or anything of an objectionable nature which is detectable to normal sensory perception outside the building containing the home occupation or beyond the parcel boundaries;
  - (iii) display any form of advertising related to the home occupation on the site except in accordance with this bylaw;
  - (iv) a home occupation licence does not exempt the applicant from

compliance with any Federal or Provincial regulation, or any other municipal bylaw or regulation;

- (v) shall not use any dangerous goods which would not reasonably be used in association with a residential use of the dwelling. Exterior storage of goods related to the home occupation is prohibited;
- (vi) include the direct sale of goods to walk-in clientele.

**13(2) Home Occupation – Major**

Home Occupation – Major **shall** comply with the following:

- (a) Are essentially more intensive home based businesses than “desk and telephone” (Home Occupation – minor). May generate vehicular traffic, but will not result in traffic that has a negative impact on the community, may have walk in cliental, does not have signage;
- (b) Requires a Development Permit and an annual Business License issued by the Town of Sundre. A permit may be revoked at any time if, in the opinion of the Development Authority, the operator of a home occupation has violated any provisions of this Bylaw or the conditions of a permit or a valid Business License is not in place;
- (c) Shall not interfere with the right of other residents to quiet enjoyment of a residential neighbourhood;
- (d) Shall be incidental and a subordinate use to the principal residential use and be located or contained within the principal building, or accessory structure;
- (e) Development Permits are non-transferable to other locations, they are approved to a specific Lot, Block and Plan;
- (f) The Development Officer/Municipal Planning Commission may require that the permit be reviewed on a periodic basis to ensure compliance with an approved Development Permit;
- (g) Home Occupations are limited to one minor and one major per dwelling unit;
- (h) Employees working at the home occupation (on site) shall be limited to a maximum of two (2) and at least one shall live at the residence;
- (i) Allowed one vehicle with commercial advertising associated with the business parked on-site that does not exceed 4500 kg. (9,921 lbs) and or a length of 6.3 m (20.71 ft.). Anything over 4500 kgs requires a CVOR certificate.
- (j) In addition to parking requirements for residential use, up to two (2)

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additional parking spaces may be required at the discretion of the Development Authority;

- (k) No commodity other than the product or service of the home occupation shall be sold on the premises;
- (l) The operator of a home occupation – **Major shall not:**
  - (i) have outside storage of materials, goods or equipment on the site;
  - (ii) create a nuisance by way of dust, noise, odor, smoke, parking, excessive traffic generation, electrical interruption, bright light or anything of an objectionable nature which is detectable to normal sensory perception outside the building containing the home occupation or beyond the parcel boundaries;
  - (iii) display any form of advertising related to the home occupation on the site except in accordance with this bylaw;
  - (iv) a home occupation licence does not exempt the applicant from compliance with any Federal or Provincial regulation, or any other municipal bylaw or regulation;
  - (v) shall not use any dangerous goods, which would not reasonably be used in association with the residential use of the dwelling. Exterior storage of goods related to the home occupation is Prohibited;
  - (vi) shall not be permitted if, in the opinion of the Development Authority, it would be more appropriately located in a commercial or industrial district.

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**Definition**

**Sea Cans** – means a container that is new or was formerly used for transport of goods by means of rail, truck or sea. These containers are rectangular in shape and are generally made of metal also referred to as a sea cargo container, sea can or cargo container. When used for any other purpose other than transporting freight, a sea can is considered a structure.

**12. SEA CANS**

Sea Cans shall only be allowed in land use districts where listed as a Discretionary Use in Schedule C. Sea cans are prohibited in all other districts.

**12(1) Sea Cans**

Sea Cans - **shall** comply with the following:

- (a) Sea Cans shall not be erected or placed within the front yard of a parcel;
- (b) Sea Cans shall conform to the rear yard setbacks of the district in which the parcel is located;
- (c) Sea Cans shall conform to the side yard setbacks of the district in which the parcel is located;
- (d) Sea Cans shall be considered a structure and added to the calculation in determining the maximum lot coverage in the applicable land use district as outlined in Schedule C.

**12(2) Sea Cans – General Standards**

- (a) There shall be a legal primary use on the property where the sea can is proposed;
- (b) Sea Cans are permitted to be used for storage only and shall not be used as a building or a construction material;
- (c) A maximum of one sea can may be permitted on a lot;
- (d) The Development Authority may regulate the maximum height of sea cans;
- (e) The Development Authority may require as a condition of approval that a sea can be screened from view or landscaped to make it aesthetically pleasing;
- (f) The Development Authority may require as a condition of approval that any sea can be sandblasted and/or painted a neutral or complimentary colour to match the existing building(s) on the property;
- (g) The Development Authority may regulate the time period for which a development permit for a sea can is valid through the issuance of a temporary permit;
- (h) Removal of the sea can at the expiration of the permit shall be at the expense of the applicant and/or landowner. The Development Authority may require as a condition of approval the posting of a security deposit guaranteeing the removal of the container and/or compliance with the conditions of the permit;
- (i) The sea can shall not display advertising, company logos, names or other marketing without an approved sign permit.

## SCHEDULE C: LAND USE DISTRICT REGULATIONS

### LOW DENSITY RESIDENTIAL DISTRICT (R-1)

(This section amended by Bylaw 08.10, July 19, 2010)

General 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 sewer and water systems.

Permitted Uses: **Accessory building-residential (Bylaw 07.16)**  
Detached dwellings  
**Home occupation – minor (Bylaw 07.16)**

Discretionary Uses: Accessory uses  
Adult Care Residence  
Accessory suite in detached dwelling - Lot B, Block 2, Plan 2462JK only – (Bylaw 06.15)  
Alternate Energy Systems  
Building demolition  
**Day care facility – neighbourhood (Bylaw 07.16)**  
**Day home facility (Bylaw 07.16)**  
Duplexes existing at the date of passage of this Land Use Bylaw  
**Home occupation – major (Bylaw 07.16)**  
Mechanized excavation stripping and grading  
Parking facilities for uses in this District  
Parks and playgrounds  
Public and quasi-public uses  
Public utility buildings  
Signs  
Any use that is similar, in the opinion of the Municipal Planning Commission, to the permitted or discretionary uses described above.

The following regulations apply to detached dwellings:

Minimum Front Yard: **6.0 m (19.7 ft.)**

Minimum Side Yard: **1.5 m (4.9 ft.) except where it abuts a road (not lanes) - 3.0 m (9.8 ft.), or as required in the Alberta Building Code, whichever is greater.**  
**See Section 2(4)(a) of Schedule B if lineless subdivision.**

Minimum Rear Yard: **7.0 m (23.0 ft.)**  
(Amended from 10.0m (32.8 ft.) by Bylaw No. 802 on September 13<sup>th</sup>, 2004)

Minimum Parcel Area: **Interior parcels 495 m<sup>2</sup> (5328.3 ft<sup>2</sup>)**  
**Corner parcels 550 m<sup>2</sup> (5920.3 ft<sup>2</sup>)**

Note: M.P.C. may relax the minimum parcel area requirement based upon a comprehensive

development plan for an area (minimum of 5 lots).  
Maximum Parcel Coverage: **45%**

Minimum Floor Area: **78.97 Sq. M. (850 ft<sup>2</sup>)**

|   |   |
|---|---|
| <b>Lots 3 - 14 &amp; 25- 44, Block 12, Plan 8910549</b> | <b>Min. 102 m<sup>2</sup> (1098 ft<sup>2</sup>)</b> |
| <b>Lots 15 - 23, Block 12, Plan 8910549</b>             | <b>Min. 116 m<sup>2</sup> (1249 ft<sup>2</sup>)</b> |
| <b>Lots 2 - 14, Block 13, Plan 9912954</b>              | <b>Min. 116 m<sup>2</sup> (1249 ft<sup>2</sup>)</b> |
| <b>Lots 1 – 13, Block 14, Plan 9912954</b>              | <b>Min. 97 m<sup>2</sup> (1044 ft<sup>2</sup>)</b>  |
| <b>Lots 2 – 53, Block 15, Plan 9912954</b>              | <b>Min. 97 m<sup>2</sup> (1044 ft<sup>2</sup>)</b>  |
| <b>Lots 1 – 15, Block 16, Plan 9912954</b>              | <b>Min. 97 m<sup>2</sup> (1044 ft<sup>2</sup>)</b>  |
| <b>Lots 2 – 7, Block 17, Plan 9912954</b>               | <b>Min. 97 m<sup>2</sup> (1044 ft<sup>2</sup>)</b>  |
| <b>Lots 1 – 16, Block 18, Plan 9912954</b>              | <b>Min. 97 m<sup>2</sup> (1044 ft<sup>2</sup>)</b>  |

(Amended by By-Law No. 777 August 19<sup>th</sup>, 2002)

Minimum Frontage:                      Laned                      Laneless

**Interior Parcels: 13.75 m (45.1 ft.)    15.25 m (50.0 ft.)**  
**Corner Parcels: 15.25 m (50.0 ft.)    16.75 m (55.0 ft.)**

Note: M.P.C. may relax the minimum frontage requirement based upon a comprehensive development plan for an area (minimum of 5 lots).

Landscaping:                              The boulevard and 30% of the site.

Minimum overall density of trees - one tree per 100 m<sup>2</sup> (1076.4 ft<sup>2</sup>) of the required landscaped area.

Minimum overall density of shrubs – None.

Mixture of tree sizes – None.

Ratio of coniferous trees to deciduous trees – None.

Maximum Building Height:    **9.0 m (29.53 ft.)** (Amended from 7.5 m (24.6 ft.) by By-Law No. 758 on August 20<sup>th</sup>, 2001).

Flood Plain Provision:              All development within the 1:100 year floodplain of the Red Deer River, as shown on the Land Use District Map, being Schedule A, shall be flood proofed as per the definition to the satisfaction of the Development Officer or the M.P.C.

Building Design:                      The external design of all buildings shall be to the satisfaction of the Development Officer or the M.P.C. taking into consideration such things as finishing materials, roof pitch, eaves, size, siting, architectural features, and compatibility with other development in the vicinity.

Supplementary Regulations:    Refer to Schedule B. The regulations for all other uses shall be as established in Schedule B and by MPC.

## **GENERAL RESIDENTIAL DISTRICT (R-2)**

(This section amended by Bylaw 08.10, July 19, 2010)

- General Purpose: To provide an area for a variety of dwelling types and other uses, herein listed, which are compatible with a residential area, all of which are connected to the municipal sewer and water systems.
- Permitted Uses: **Accessory building-residential (Bylaw 07.16)**  
Detached dwellings  
Duplexes  
**Home occupation – minor (Bylaw 07.16)**
- Discretionary Uses: All discretionary uses in the R-1 District  
Alternate Energy Systems  
Apartments  
Accessory suites, in detached dwellings only  
Boarding and rooming houses  
**Day care facility – neighbourhood (Bylaw 07.16)**  
**Day home facility (Bylaw 07.16)**  
Fourplexes  
**Home occupation – major (Bylaw 07.06)**  
Multiple housing developments  
Neighbourhood convenience stores  
Public utility buildings  
Row houses  
Any use that is similar, in the opinion of the Municipal Planning Commission, to the permitted or discretionary uses described above.
- Minimum Front Yard: Detached dwellings, duplexes, row houses and fourplexes:  
**6.0 m (19.7 ft.)**  
Apartments:  
**7.5 m (24.6 ft.)**  
Multiple housing developments:  
**Sufficient separation or screening must exist to maintain privacy within each dwelling under normal conditions.**
- Minimum Side Yard: Detached dwellings, duplexes, fourplexes, and row houses end units:  
**1.5 m (4.9 ft.) except where it abuts a road (not lanes) - 3.0 m (9.8 ft.) or as required in the Alberta Building Code, whichever is greater. See Section 2(4)a of Schedule B if laneless subdivision.**  
Apartments:  
**3.0 m (9.8 ft.), except where it abuts a road (not lanes) - 6.0 m (19.7 ft.) or as required in the Alberta Building Code, whichever is greater.**  
Multiple housing development:  
**Sufficient separation or screening must exist to**

**maintain privacy within each dwelling under normal conditions, or as required in the Alberta Building Code, whichever is greater.**

Minimum Rear Yard: Detached dwellings  
**7.0 m (23.0 ft.)**  
(Amended from 10.0m (32.8 ft.) by Bylaw No. 802 on September 13<sup>th</sup>, 2004)

Duplexes, row houses, fourplexes and apartments:  
**7.0 m (23.0 ft.)**  
(Amended from 10.0m (32.8 ft.) by Bylaw No. 873 on April 6<sup>th</sup>, 2009)

Multiple housing developments (incorporating buildings with ground level private access, such as row housing, fourplexes, duplexes and detached dwellings):  
**Each dwelling unit shall have a private, screened yard area of not less than 45.0 m<sup>2</sup> (484.4 ft<sup>2</sup>)**

Minimum Parcel Area: Detached dwellings:  
**Interior parcels 375 m<sup>2</sup> (4,036.6 ft<sup>2</sup>)**  
**Corner parcels 420 m<sup>2</sup> (4,521.0 ft<sup>2</sup>)**  
Duplexes (per dwelling unit):  
**Interior parcels 235 m<sup>2</sup> (2,529.6 ft<sup>2</sup>)**  
**Corner parcels 280 m<sup>2</sup> (3,014.0 ft<sup>2</sup>)**  
Row houses (per dwelling unit):  
**Interior parcels 185 m<sup>2</sup> (1,991.4 ft<sup>2</sup>)**  
**Corner parcels 275 m<sup>2</sup> (2,960.2 ft<sup>2</sup>)**  
Fourplexes (per dwelling unit):  
**Interior parcels 180 m<sup>2</sup> (1,937.6 ft<sup>2</sup>)**  
**Corner parcels 185 m<sup>2</sup> (1,991.4 ft<sup>2</sup>)**  
Apartments:  
**1.3 times the building's total floor area**  
Multiple housing development:  
**The ground area of non-recreational buildings, of the parking facilities and driveways and the minimum amenity area (described below) shall be totalled.**  
Minimum Amenity Area \*  
- bachelor unit **15 m<sup>2</sup> (161.5 ft<sup>2</sup>) per unit**  
- one bedroom unit **20 m<sup>2</sup> (215.3 ft<sup>2</sup>) per unit**  
- two bedroom unit **55 m<sup>2</sup> (592.0 ft<sup>2</sup>) per unit**  
- three bedroom unit **90 m<sup>2</sup> (968.8 ft<sup>2</sup>) per unit**  
- four bedroom unit **110 m<sup>2</sup> (1,184.1 ft<sup>2</sup>) per unit**  
\* Minimum amenity area includes hard and soft-landscaped areas, balconies, recreational facilities and communal lounges

Maximum Parcel Coverage: Detached dwellings, duplexes, fourplexes, and row houses:  
**45%**

|   |  |
|---|--|
| Landscaping:  | <p>Apartments:<br/> <b>65%</b></p> <p>Multiple housing developments:<br/> <b>Determined by subtracting the minimum amenity area from the parcel area</b></p> <p>The Boulevard and 30% of the site except for apartment buildings and condominiums, which require the Boulevard, and 20% of the site.</p> <p>Minimum overall density of trees - one tree per 100 m<sup>2</sup> (1076.4 ft<sup>2</sup>) of the required landscaped area except for apartment buildings and condominiums.</p> <p>Minimum overall density of shrubs – None except for apartment buildings and condominiums.</p> <p>Mixture of tree sizes – None except for apartment buildings and condominiums.</p> <p>Ratio of coniferous trees to deciduous trees – None except for apartment buildings and condominiums.</p> |
| Maximum Building Height:  | <p>Detached dwellings, duplexes, row houses and fourplexes:<br/> <b>9.0 m (29.53 ft.)</b>. (Amended from 7.5 m (24.6 ft.) by By-Law No. 758 on August 20<sup>th</sup>, 2001.</p> <p>Apartments:<br/> <b>12.0 m (39.4 ft.)</b></p> <p>Multiple housing developments:<br/> <b>As required for the various housing types described above.</b></p>   |
| Flood Plain Provision:  | <p>All development within the 1:100 year floodplain of the Red Deer River, as shown on the Land Use District Map, being Schedule A, shall be flood proofed as per the definition to the satisfaction of the Development Officer or the M.P.C.</p>  |
| Building Design:  | <p>The external design of all buildings shall be to the satisfaction of the Development Officer or the M.P.C. taking into consideration such things as finishing materials, roof pitch, eaves, size, siting, architectural features, and compatibility with other development in the vicinity.</p>   |
| Supplementary Regulations:  | <p>Refer to Schedule B.</p>  |
| <p>The regulations for all other uses shall be as established in Schedule B and by the Municipal Planning Commission.</p> |  |



**MOBILE HOME DISTRICT (R-3)**

(This section amended by Bylaw 08.10, July 19, 2010)

General Purpose: To provide an area for and to regulate the development and use of land for mobile homes, and other uses, herein listed, which are compatible with a residential area, either on separately registered parcels or in comprehensively designed parks wherein sites are rented or owned as part of a condominium. The area is to be connected to municipal sewer and water systems.

Permitted Uses: **Accessory building-residential (Bylaw 07.16)**  
**Home occupation – minor (Bylaw 07.16)**  
Mobile homes  
Mobile home park

Discretionary Uses: All discretionary uses found in the R-1 District, except Adult Care Residence.  
Alternate Energy Systems  
Day Care Facility – Neighbourhoods – Lot 46, Block 3, Plan 8010730 only – (Bylaw 03.16)  
**Day care facility – neighbourhood (Bylaw 07.16)**  
**Day home facility (Bylaw 07.16)**  
**Home occupation – major (Bylaw 07.16)**  
Any use that is similar, in the opinion of the Municipal Planning Commission, to the permitted or discretionary uses described above.

In this District,

"lot" means the total area of land reserved for the placement of a mobile home and for the exclusive use of its occupant(s);

"structure" means a subordinate building which is an addition to or supplements the facilities provided by a mobile home, such as awnings, storage structures, carports, porches and skirting.

Landscaping: The Boulevard and 30% of the site except for existing Mobile Home Parks.

Minimum overall density of trees - one tree per 100 m<sup>2</sup> (1076.4 ft<sup>2</sup>) of the required landscaped area except for existing Mobile Home Parks.

Minimum overall density of shrubs – None.

Mixture of tree sizes – None.

Ratio of coniferous trees to deciduous trees – None.

**(1) Mobile Home Park Standards**

|                            |   |
|----------------------------|---|
| Maximum Gross Density:     | 17 mobile homes per hectare (7 per acre)  |
| Minimum Park Area:         | 2.0 hectares (4.9 acres)  |
| Recreation Area:           | A minimum of 5% of the total area of a mobile home park shall be set-aside in a suitable location as a recreation area. Playground apparatus or other recreation facilities shall be provided in accordance with a recreation site plan approved by the Development Officer/Municipal Planning Commission.  |
| Roadways:                  | All mobile home park roadways shall have at least a 12.0 m (39.4 ft.) right-of-way and a carriageway no less than 8.0 m (26.2 ft.) in width.  |
| Walkways:                  | Internal pedestrian walkways, where provided, shall be a minimum of 1.5 m (4.9 ft.) in width.   |
| Storage Areas:             | Common storage areas, separate from the mobile home lot, shall be provided for storage of seasonal recreational equipment not capable of storage on the mobile home lot. Such storage areas shall be screened. Such storage areas shall have an area of not less than 20.0 m <sup>2</sup> (215.3 ft <sup>2</sup> ) per mobile home lot.   |
| Utilities:                 | All utility services and all utility wires and conduits shall be installed underground.   |
| Fences and Lot Lines:      | Fences and hedges shall be allowed only if they are erected and maintained by the mobile home park operator to a uniform standard throughout the mobile home park. All lot lines shall be clearly defined on the ground by permanent flush stakes, or markers, with a lot number or other address system.   |
| Minimum Yard Requirements: | Mobile homes and their attached structures shall be at least: <ul style="list-style-type: none"> <li>i) <b>4.5 m (14.8 ft.) from one another</b></li> <li>ii) <b>7.0 m (23.0 ft.) from any park boundary</b></li> <li>iii) <b>3.0 m (9.8 ft.) from any internal access road or common parking area</b></li> <li>iv) <b>1.5 m (4.9 ft.) from any side lot line</b></li> <li>v) <b>4.5 m (14.8 ft.) from any rear lot line</b></li> </ul> |
| Minimum Lot Area:          | As determined by the size of the mobile home units and the lot coverage and minimum yard requirements specified in this Section.  |
| Maximum Lot Coverage:      | <b>55%</b>  |

|                     |   |
|---------------------|---|
| Minimum Width:      | <b>3.5 m (11.5 ft.)</b>   |
| Minimum Floor Area: | <b>65.0 m<sup>2</sup> (699.7 ft<sup>2</sup>) excluding any attached structures</b>  |
| Building Design:    | All mobile homes shall be factory built. Skirting or any attached structure shall be factory built with matching exterior finish, or be of durable all-weather construction and designed in a manner that will enhance the appearance of the mobile home development. |
| Park Site Plan:     | The Municipal Planning Commission may require the developer to provide a site plan showing all lot boundaries and dimensions.   |

**(2) Mobile Home Subdivision Standards**

The following regulations apply to mobile homes:

|   |   |                  |   |                |   |
|---|---|------------------|---|----------------|---|
| Minimum Yard<br>least:<br>Requirements: | Mobile homes and their attached structures shall be at least:<br><ul style="list-style-type: none"> <li>i) <b>6.0 m (19.7 ft.) from one another</b></li> <li>ii) <b>6.0 m (19.7 ft.) from the front parcel boundary</b></li> <li>iii) <b>3.0 m (9.8 ft.) from the rear parcel boundary</b></li> <li>iv) <b>1.5 m (4.9 ft.) from the side parcel boundary except on a corner parcel where the side yard abutting a road (not lanes) shall be at least 3.0 m (9.8 ft.)</b></li> </ul> |                  |   |                |   |
| Minimum Parcel Area:                    | <table> <tr> <td>Interior parcels</td> <td><b>450 m<sup>2</sup> (4,843.9 ft<sup>2</sup>)</b></td> </tr> <tr> <td>Corner parcels</td> <td><b>500 m<sup>2</sup> (5,382.1 ft<sup>2</sup>)</b></td> </tr> </table>  | Interior parcels | <b>450 m<sup>2</sup> (4,843.9 ft<sup>2</sup>)</b> | Corner parcels | <b>500 m<sup>2</sup> (5,382.1 ft<sup>2</sup>)</b> |
| Interior parcels                        | <b>450 m<sup>2</sup> (4,843.9 ft<sup>2</sup>)</b>   |                  |   |                |   |
| Corner parcels                          | <b>500 m<sup>2</sup> (5,382.1 ft<sup>2</sup>)</b>   |                  |   |                |   |
| Maximum Parcel Coverage:                | <b>45%</b>  |                  |   |                |   |
| Building Design:                        | <b>All mobile homes shall be factory built. Skirting or any attached structure shall be factory built with matching exterior finish, or be of durable all-weather construction and designed in a manner that will enhance the appearance of the mobile home. All wheels and tow hitches must be removed.</b>  |                  |   |                |   |
| Minimum Floor Area                      | <b>90.0 m<sup>2</sup> (969 ft<sup>2</sup>) excluding any attached structures.</b><br>(Amended from 65.0 m <sup>2</sup> (700 ft <sup>2</sup> ) by By-Law No. 777 on August 19 <sup>th</sup> , 2002).   |                  |   |                |   |
| Minimum Requirement                     | <b>Lots 1-8, Block 2, Plan 9610892 &amp; Lots 1-8, Block 4, Plan 9610892 shall be doublewide manufactured homes.</b>  |                  |   |                |   |
| Minimum Age:                            | <b>All mobile homes shall not be more than 10 years old.</b>  |                  |   |                |   |
| Minimum Width:<br>Law No. Width:        | <b>4.88 m (16.0 ft.)</b> (Amended from 4.27 m (14.0 ft.) by By-Law No. 736 on June 7 <sup>th</sup> , 1999).   |                  |   |                |   |

Supplementary Regulations: Refer to Schedule B. The regulations for all other uses shall be as established in Schedule B and by MPC.



**ESTATE RESIDENTIAL DISTRICT (R-4)**

(This section amended by Bylaw 08.10, July 19, 2010)

General Purpose: To provide an area for very low-density residential development in the form of detached dwellings and compatible uses, herein listed, which are not connected to the municipal sewer and water systems.

Permitted Uses: **Accessory building-residential (Bylaw 07.16)**  
 Detached dwellings  
**Home occupation – minor (Bylaw 07.16)**

Discretionary Uses: Accessory uses  
 Alternate Energy Systems  
 Building demolition  
**Day care facility – neighbourhood (Bylaw 07.16)**  
**Day home facility (Bylaw 07.16)**  
**Home occupation – major (Bylaw 07.16)**  
 Mechanized excavation stripping and grading  
 Parking facilities for uses in this District  
 Parks and playgrounds  
 Public and quasi-public uses  
 Public utility buildings  
 Signs  
 Any use that is similar, in the opinion of the Municipal Planning Commission, to the permitted or discretionary uses described above.

The following regulations apply to detached dwellings:

Minimum Front Yard: **6.0 m (19.7 ft.)**

Minimum Side Yard: **1.5 m (4.9 ft.) except where it abuts a road (not lanes)- 3.0 m (9.8 ft.), or as required in the Alberta Building Code, whichever is greater. See Section 2(4)a of Schedule B if laneless subdivision.**

Minimum Rear Yard: **10.0 m (32.8 ft.)**

Minimum Floor Area: **78.965 Sq. M. (850 ft<sup>2</sup>)**

Minimum Parcel Area: (1) Parcels not intended to be served by a sewage collection system or by a water distribution system shall have:  
 (i) **a width of not less than 30.5 m (100.0 ft.), and**  
 (ii) **an area of not less than 1,860 m<sup>2</sup> (20,013.6 ft<sup>2</sup>)**  
 (2) Parcels intended to be served by a water distribution

- system but not by a sewage collection system shall have:
- (i) **a width of not less than 30.5 m (100.0 ft.), and**
  - (ii) **an area of not less than 1,395 m<sup>2</sup> (15,010.2 ft<sup>2</sup>)**
- (3) Parcels intended to be served by a sewage collection system but not by a water distribution system shall have

- (i) **a width of not less than 30.5 m (100.0 ft.),  
and**
  - (ii) **an area of not less than 930 m<sup>2</sup> (10,006.8  
ft<sup>2</sup>)**
- (4) Parcels not complying with (1) - (3) above but legally created prior to the promulgation of Alberta Regulation 132/78 (April 1, 1978) are not subject to the foregoing but shall have
- (i) **a width of not less than 15.0 m (49.2 ft.),  
and**
  - (ii) **an area of not less than 585 m<sup>2</sup> (6,294.6  
ft<sup>2</sup>)**

Maximum Parcel Coverage: **45%**

Maximum Building Height: **9.0 m (29.53 ft.)**. (Amended from 7.5 m (24.6 ft.) by By-Law No. 758 on August 20<sup>th</sup>, 2001.

Landscaping: The Boulevard and 40% of the site.

Minimum overall density of trees - one tree per 50 m<sup>2</sup> (538.2 ft<sup>2</sup>) of the required landscaped area.

Minimum overall density of shrubs – None.

Mixture of tree sizes – None.

Ratio of coniferous trees to deciduous trees – 1 to 1

Building Design: The external design of all buildings shall be to the satisfaction of the Development Officer or the M.P.C. taking into consideration such things as finishing materials, roof pitch, eaves, size, siting, architectural features, and compatibility with other development in the vicinity.

Flood Plain Provision: All development within the 1:100 year floodplain of the Red Deer River, as shown on the Land Use District Map, being Schedule A, shall be flood proofed as per the definition to the satisfaction of the Development Officer or the M.P.C.

Sewage Pump out System: Where a private sewage pump out system is involved, proof of pump out must be provided to the Town of Sundre on a semi-annual basis. Failure to provide proof will involve Alberta Environment.

Supplementary Regulations: Refer to Schedule B. The regulations for all other uses shall be as established in Schedule B or by MPC.



**CENTRAL COMMERCIAL DISTRICT (C-1)**

(This section amended by Bylaw 08.10, July 19, 2010)

General Purpose: To provide an area for intensive commercial use, offering a wide variety of goods and services, and other uses, herein listed, which are compatible with the area, which will create an attractive environment for pedestrians, but which will be accessible to motor vehicles.

Permitted Uses: Indoor merchandise sales  
Offices  
Personal services

Discretionary Uses: **Accessory building (Bylaw 07.16)**  
Accessory uses  
Alternate Energy Systems  
Apartment  
Building demolition  
Bus depots  
Commercial recreation and entertainment facilities  
**Day care facility – commercial (Bylaw 07.16)**  
Dwelling units above the ground floor  
Funeral Home  
Hotels and Motels (added by Bylaw No. 867 August 5<sup>th</sup>, 2008)  
Health Services (added by Bylaw 03.15)  
Mechanized excavation stripping and grading  
Municipal shop and storage yard  
Parking facilities  
Public and quasi-public uses  
Public utility buildings  
Repair services  
Signs  
Any use that is similar, in the opinion of the Municipal Planning Commission, to the permitted or discretionary uses described above.

The following regulations apply to permitted uses:

Minimum Front Yard: **Nil**

Minimum Side Yard: **Nil, or as required in the Alberta Building Code, whichever is greater.**

Minimum Rear Yard: **Shall be provided for parking and loading spaces in accordance with Sections 3(1) and 3(2) of Schedule B.**

Maximum Parcel Coverage: **70%**

Outdoor Storage and Display: **Outdoor storage or display is not permitted**

Maximum Building Height: **10.0 m (32.8 ft.)**

Landscaping: **At the discretion of the Development Authority.**

The following regulation applies to dwelling units:

Dwelling Unit Entrance: Dwelling units shall have an entrance separate from the entrance to any commercial component of the building.

Flood Plain Provisions: All development within the 1:100 year floodplain of the Red Deer River, as shown on the Land Use District Map, being Schedule A, shall be flood proofed as per the definition to the satisfaction of the Development Officer or the M.P.C.

Supplementary Regulations: Refer to Schedule B.

The regulations for all discretionary uses shall be as established in Schedule B and by the Municipal Planning Commission.

## **HIGHWAY COMMERCIAL DISTRICT (C-2)**

(This section amended by Bylaw 08.10, July 19, 2010)

General Purpose: To provide an area for commercial uses and other uses, herein listed, which are compatible with the area, adjacent to a major thoroughfare, which requires large open areas for parking by clientele, for display of merchandise, or both, which will create an attractive environment, primarily accessible to motor vehicles

Permitted Uses: Drive-in businesses  
Sales and service outlets for automobiles, trucks, recreation vehicles and mobile homes  
Services for the travelling public

Discretionary Uses: **Accessory building (Bylaw 07.16)**  
Accessory uses  
Alternate Energy Systems  
Auction Mart  
Building demolition  
Commercial recreation and entertainment facilities  
District shopping centres  
Drive-in theatres  
Dwelling unit for the occupancy of the owner, operator or caretaker  
Funeral Home  
Greenhouse, commercial  
Health Services (added by Bylaw 03.15)  
Indoor Merchandise Sales (added by Bylaw 03.15)  
Mechanized excavation stripping and grading  
Offices (added by Bylaw 03.15)  
Parking facilities  
Personal Services (added by Bylaw 03.15)  
Public and quasi-public uses  
Public utility building  
Repair services  
Sales and service outlets for farm equipment  
Signs  
Veterinary Clinic  
Any use that is similar, in the opinion of the Municipal Planning Commission, to the permitted or discretionary uses described above.

The following regulations apply to permitted uses:

Minimum Front Yard: **9.0 m (29.5 ft.) adjacent to a service or local road**

Minimum Side Yard: **3.0 m (9.8 ft.), or as required in the Alberta Building Code, whichever is greater.**

Minimum Rear Yard: **6.0 m (19.7 ft.)**

Minimum Parcel Frontage: **15.0 m (49.2 ft.) adjacent to a service or local road**  
**46.0 m (150.9 ft.) without a service road**

Maximum Parcel Coverage: **70%**

Outdoor Storage and Display: **All outdoor storage shall be screened**

Maximum Building Height: **10.0 m (32.8 ft.)**

Landscaping: The Boulevard and 12% of the site. At the discretion of the Development Authority, the landscape area may be reduced to 10% provided that hard landscape elements and decorative lamps are utilized to create a high quality landscape environment.

Flood Plain Provision: All development within the 1:100 year floodplain of the Red Deer River, as shown on the Land Use District Map, being Schedule A, shall be flood proofed as per the definition to the satisfaction of the Development Officer or the M.P.C.

Sewage Pump out System: Where a private sewage pump out system is involved, proof of pump out must be provided to the Town of Sundre on a semi-annual basis. Failure to provide proof will involve Alberta Environment.

Supplementary Regulations: Refer to Schedule B.

The regulations for all discretionary uses shall be as established in Schedule B and by the Municipal Planning Commission.

### **GATEWAY COMMERCIAL DISTRICT (C-3)**

(Created by Bylaw No. 797 July 19<sup>th</sup>, 2004 and amended by Bylaw 08.10, July 19, 2010)

General Purpose: To provide an area for low impact commercial convenience services for the use of area residents and primarily located at the main entrance to a residential district.

Permitted Uses: Convenience store without gas bar

Discretionary Uses: **Accessory building (Bylaw 07.16)**  
Alternate Energy Systems  
**Day care facility – commercial (Bylaw 07.16)**  
Gas Bar  
Video store  
Financial Institutions  
Laundromats  
Dry Cleaners  
Neighborhood Pubs  
Restaurants  
Fast Food Outlets  
Liquor Stores  
Small Grocery Stores  
Hair Salons and Barbershops  
Caretaker Suites above the main floor  
Signs  
Any use that is similar, in the opinion of the Municipal Planning Commission, to the permitted or discretionary uses described above.

General Requirements: In addition to the general land use provisions contained in Schedule B, the following provisions as contained within this section shall apply to every development in this district.

#### **Minimum Requirements:**

Setback from Public Roads:

- a) Roads: **6.0m (19.7 ft.)**
- b) Highways: **6.0m (19.7 ft.) provided there is no objection from Alberta Transportation.**
- c) Lanes: **3.0m (9.8 ft.)**

Setbacks from abutting sites:

- a) Residential sites: **9.0m (29.53 ft.)**
- b) Other sites designated Gateway Commercial District:

|  |   |
|--|---|
| <b>Legislation.</b>                                  | <b>None unless required pursuant to Provincial</b>  |
| c) All other:<br><b>into proximity to land uses.</b> | <b>At the discretion of the Development Authority taking consideration the comprehensive site plan, major transportation routes and adjacent</b>  |
| Outdoor Storage & Display:                           | <b>All outdoor storage shall be screened.</b>   |
| Landscaping:   | <b>The Boulevard and 12% of the site shall be landscaped to the satisfaction of the Development Authority. A comprehensive landscaping plan shall be submitted along with the Development Permit Application on all new development. At the discretion of the Development Authority, the landscape area may be reduced to 10% provided that hard landscape elements and decorative lamps are utilized to create a high quality landscape environment.</b> |
| <b>Maximum Limits:</b>                               |   |
| Maximum Parcel Coverage:                             | <b>70%</b>  |
| Maximum building Height:                             | <b>10.0m (32.8 ft.)</b>   |



**LIGHT INDUSTRIAL DISTRICT (I-1)**

(This section amended by Bylaw 08.10, July 19, 2010)

General Purpose: To provide an area for light industrial uses, and other uses, herein listed, which are compatible with the area with heavy industry permitted in approved locations at the discretion of the Municipal Planning Commission.

Permitted Uses: Accessory sales related to manufacturing  
Light manufacturing  
Repair and contracting services  
Sales and service outlets for farm equipment  
Veterinary clinic  
Warehousing

Discretionary Uses: **Accessory building (Bylaw 07.16)**  
Accessory uses  
Alternate Energy Systems  
Auction Mart  
Building demolition  
Bulk fuel dealerships  
Cartage and freight terminals  
Crematorium  
Dwelling unit for the occupancy of the owner, operator or caretaker  
Feed mills and grain elevators  
Greenhouse, commercial (wholesale only)  
Heavy equipment assembly, sales and service  
Heavy manufacturing  
Mechanized excavation stripping and grading  
Municipal shops and storage yards  
Non-renewable resource extraction (Bylaw 09.09 7/20/09)  
Open storage yards  
Parking facilities for uses in this District  
Public utility buildings  
**Sea Cans (Bylaw 07.16)**  
Signs  
Solid waste transfer station  
Veterinary hospitals  
Any use that is similar, in the opinion of the Municipal Planning Commission, to the permitted or discretionary uses described above.

The following regulations apply to permitted uses:

Minimum Front Yard: **9.0 m (29.5 ft.)**

Minimum Side Yard: **3.0 m (9.8 ft.), or as required in the Alberta Building Code, whichever is greater.**

Minimum Rear Yard: **6.0 m (19.7 ft.)**

Minimum Parcel Frontage: **15.0 m (49.2 ft.), except where abutting a highway without a service road, in which case 30.0 m (98.4 ft.) shall be required.**

Maximum Parcel Coverage: **70%**

Outdoor Storage and Display: **Outdoor storage shall be screened.**

Landscaping: **The Boulevard and 10% of the site.**

Sewage Pump out System: **Where a private sewage pump out system is involved, proof of pump out must be provided to the Town of Sundre on a semi-annual basis. Failure to provide proof will involve notification to Alberta Environment.**

Supplementary Regulations: **Refer to Schedule B.**

The regulations for all discretionary uses shall be as established in Schedule B and by the Municipal Planning Commission.



**FLOOD PLAIN INDUSTRIAL DISTRICT (I-2)**

(This section amended by Bylaw 08.10, July 19, 2010)

General Purpose: To provide an area for flood compatible industrial uses, and other uses, herein listed, which are acceptable in an area that lies within the 1:100 year floodplain of the Red Deer River.

Permitted Uses: Nil

Discretionary Uses: Alternate Energy Systems  
Auto wrecking yards  
Building demolition  
Mechanized excavation stripping and grading  
Non-renewable resource extraction  
Open storage yards  
Parking facilities for uses in this District  
Repair services  
**Sea Cans (Bylaw 07.16)**  
Signs  
Solid waste transfer station  
Utility uses  
Veterinary hospitals  
Any use that is similar, in the opinion of the Municipal Planning Commission, to the discretionary uses described above.

The regulations for all discretionary uses shall be as established in Schedule B and by the Municipal Planning Commission.

Outdoor Storage and Display Outdoor storage shall be screened..

Landscaping: The Boulevard and 10% of the site.

Sewage Pump out System: Where a private sewage pump out system is involved, proof of pump out must be provided to the Town of Sundre on a semi-annual basis. Failure to provide proof will involve Alberta Environment.

Flood Plain Provision: All development within the 1:100 year floodplain of the Red Deer River, as shown on the Land Use District Map, being Schedule A, shall be flood proofed as per the definition to the satisfaction of the Development Officer or the M.P.C.





**COUNCIL DATE:** January 16, 2017

**SUBJECT:** Local Communications Planning Toolkit

**ORIGINATING DEPARTMENT:** Economic Development

**AGENDA ITEM:** 9a

**BACKGROUND/PROPOSAL:**

The intent of this document is for it to be utilized by Town of Sundre staff in order to address communications challenges, and guide their efforts assigning communications responsibilities relating to departmental projects and efforts. This document also provides various new communications tools as options for consideration.

The Local Communications Planning Toolkit emerged primarily as a result of three reasons. First, due to issues experienced by various Town of Sundre departments in their efforts to liaise with the public to convey Town communiqués. Second, to improve internal communications interdepartmentally and between Administration and the Town of Sundre Council. And three, to improve inward communications from the public to Administration and Council.

**DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:**

Is the two-way direction of information to and from the public an important issue for Council? Does Council wish to improve its communications with Administration?

This toolkit seeks to alleviate the silo effect between departments, which can lead to inconsistent decision-making and delivery of public services. Eliminating barriers between departments will lead to greater public services being provided to residents and contribute to the public being made aware of the level of work Town Administration provides to the community.

Being a steward of society, Town Administration and government have a responsibility to ensure that its level of service (including communications) remains consistent, thus laying the foundation for a unified community that is proud of its government.

**ADMINISTRATION RECOMMENDATIONS:**

Administration recommends endorsement of the Local Communications Planning Toolkit, with yearly reviews to add necessary modifications in practice and, or technology.

**COSTS/SOURCE OF FUNDING:**

Communications efforts will vary, as will the costs of those efforts. However, the Local Communications Planning Toolkit itself has cost nothing since it was made entirely in-house.

**MOTION:**

The Town of Sundre Council moves to request Administration to adopt the Local Communications Planning Toolkit as a reference to help guide future communications policies and procedures.

**ATTACHMENTS:**

Draft Local Communications Planning Toolkit document

Date Reviewed: \_\_\_\_\_ CAO: \_\_\_\_\_



# Town of Sundre Local Communications Planning Toolkit

*December 2016*

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Local Communications Planning Toolkit

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## 1. Introduction to the Local Communications Planning Toolkit

Although the Department of Economic Development is primarily responsible for general Town communications, department managers must also be responsible for communications relating to their own departments from time to time or as often as may be necessary. This toolkit was crafted by conducting extensive interviews with front-line staff, managers, and Town Councillors.

The intent of this document is for it to be utilized by Town of Sundre staff in order to address communications challenges, and guide their efforts assigning communications responsibilities relating to departmental projects and efforts. This document also provides various new communications tools as options for consideration.

### Communications Issues

This document emerged primarily as a result of three reasons. First, due to issues experienced by various Town of Sundre departments in their efforts to liaise with the public to convey Town communiqués. Second, to improve internal communications interdepartmentally and between Administration and the Town of Sundre Council. And three, to improve inward communications from the public to Administration and Council.

### Goals of Toolkit

This toolkit seeks to alleviate the silo effect between departments, which can lead to inconsistent decision-making and delivery of public services. Eliminating barriers between departments will lead to greater public services being provided to residents and contribute to the public being made aware of the level of work Town Administration provides to the community. To complement this, this toolkit also seeks to help improve the perceived and actual level of customer service provided by Town Administration staff.

## Local Communications Planning Toolkit

Being a steward of society, Town Administration and government have a responsibility to ensure that its level of service (including communications) remains consistent, thus laying the foundation for a unified community that is proud of its government.

### **Future actions**

This toolkit provides recommended tools and practices on how to improve communications and ensure consistency. These can be referenced during the potential future development of other communications plans specific to, for instance, economic development and tourism. Moreover, it will be useful for consideration during the creation of a future Corporate Strategic Plan.

***Note: This toolkit should be reviewed yearly to add necessary modifications in practice and, or technology.***

## 2. Communications Challenges

During the process of researching this plan and toolkit, administrative staff and Councillors identified many challenges. These ranged from ensuring that colleagues and staff are made aware of projects and plans, to getting the public to provide feedback about issues.

### 2.1. Councillor Challenges

Issues identified by Councillors with regard to their communications with the public were heavily centred on public relations and being adequately informed in advance of conversations with their constituents. Challenges include:

- a. **Lack of promotion by Administration about projects and accomplishments to Council and the public.**
- b. **Being able to recall (and having rapid access to) information on budgets and projects.**
- c. **Conveying why things are done in the order that they are done.**
- d. **Conveying sense of customer and public service, and ensuring public sees Administration and Council as being professional and helpful.**
- e. **Equal distribution of information between Councillors.**

## Local Communications Planning Toolkit

- f. Delay between when decision is made to when it is shared with the public.**
  
- g. Trust of Administration by Council.**

### 2.2. Administration and Staff Challenges

Issues identified by Administration and staff centred mostly on feedback and strategic direction. Challenges identified include:

- a. Availability of more communications methods, including electronic and traditional (such as newsletters).**
  
- b. Getting the public to seek information relevant to Town on their own. (There are a number of sources available for residents to seek out information on issues pertaining to bylaws, policies, events, public engagements, etc., but the perception is that residents are still not well informed; the challenge is having residents utilize their own due diligence as citizens to seek out information).**
  
- c. Increasing voter turnout.**
  
- d. Collection of feedback from a greater proportion of residents.**
  
- e. Lack of use of updated communications technologies.**

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**f. Information collection mechanism that would:**

- i. Build email listserv (an application supporting emailing lists) pertaining to topics the resident might be interested in;**
- ii. Identify which neighbourhoods residents are signing up from to more specifically identify needs (i.e. for Community Services).**

**g. Lack of protocol mandating that every project have updates for communications staff incorporated into planning of the project.**

**h. Elimination of silos, so that project information can be easily conveyed to and by resident-facing front line staff.**

**i. Ensuring administrative information relevant to all employees is easily accessible and shared.**

**j. Ensuring all relevant administrative department managers read information and requests for feedback to other departments, for instance:**

- i. Planning department requires feedback from multiple departments in preparation for decision-making on subdivision or re-designation applications going to the Municipal Planning Commission;**

**k. Reaching a demographic from ages 25 – 40 years old.**

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**I. Developing youth engagement to create foundation for their future participation in Town happenings.**

**m. Lack of common public use of Town website, as a result of:**

- i. Lack of mobile-friendly website;**
- ii. Lack of engaging content on home page;**
- iii. Perceived lack of navigational ease.**

**n. Ensuring emergency communications has a single voice and is conducted by a single gatekeeper, and further:**

- i. Fire Department communications need to be a carbon copy of official Emergency Management communications directions.**
- ii. Lack of communication between Emergency Management and Fire Department contributes to inconsistent messaging.**
- iii. Ensuring the public follow instructions issued.**
- iv. Ultimately, Emergency Management and emergency services including Fire, Emergency Medical Services (EMS) and the Police must all distribute the same consistent message.**

**o. Maintenance of highest standard of customer service.**

**p. Trust by Council of Administration and staff.**

### 3. Internal vs. External Information Flows

**Communications by Town staff encompasses the flow of information in three primary directions:**

- a) Internal flow of information between Administration and Council.
- b) External flow of information to the local community.
- c) Inward flow of information from the community to Administration and staff.

#### 3.1. Internal Communications

Internal communications procedures involve department heads sharing relevant information to key organizational information gatekeepers. Except where situations demand confidentiality, this means department heads and positions such as the legislative services assistant. Ensuring Council receives communications when necessary is also of primary importance; however there must be discretion to ensure that work being completed in confidence by Administration is protected until appropriate. Therefore, an internal gatekeeper must be established with regard to communications to Council; the gatekeeper should be communicated with in the same fashion as other department heads. Currently, the Chief Administrative Officer and the Legislative Assistant are responsible for this activity.

To fulfill this responsibility further, an existing staff member – potentially the Front Desk Administrative Assistant or the Legislative Executive Assistant – should be cross-trained on common communications protocol. Alternatively, a new Communications Assistant position should be planned for in the organizational chart; such a position would also assist with external communications, referenced below.

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### 3.2. External Communications

External communications to the local community are important because it serves multiple purposes, including emergency management, optics, productivity and the positive championing of the community. Positive championing of the community as a whole by the general public will continue to help reinforce community development. As stewards of society, it is important for Town Administration and Council to keep this in mind. The external communications audience is quite dynamic and so communications must be tactful, keeping cognizant all audience groups.

#### **Example List of External Community Communications Audience:**

- a) Community groups
- b) Stakeholders of various kinds (emergency services; neighbouring municipalities; etc.)
- c) Investors and developers
- d) Business owners
- e) Citizens
- f) Upper tier levels of government
- g) Visitors (including part-time residents)
- h) Regional partners

#### **Communications to area residents must achieve multiple goals and objectives, such as the following:**

- 1) The Town of Sundre Administration is perceived to be friendly and efficient professionals providing excellent customer service.
- 2) The Town of Sundre Administration and Council are perceived to be working diligently to fairly manage the growth of the economy and improve the standard of living of area residents.

## Local Communications Planning Toolkit

- 3) The Town of Sundre Administration and Council are perceived to be working hard and using taxpayer dollars as effectively as possible.
- 4) The Town of Sundre is a great place to live, play and invest, and as such, it is a place that residents should be proud to call home.
- 5) The Town of Sundre works well with area organizations and businesses, and as such is laying the foundation for the community's next generation of leaders.
- 6) The Town of Sundre is successful in recruiting public participation in events and programs.

### 3.3. Inward Communications

Inward Communications coming from the public to Administration represents an extension of the External Communications process to the public. In order to properly understand the needs of the public, procedures must be put in place to capture and record their input. This could include, but not be limited to surveys, public engagement sessions, complaint forms, Councillors, and social media.

## 4. Types of Media and Implementation

### 4.1. Passive vs Interactive Channels

Communicating with the public and interdepartmentally can be achieved using either a) Interactive channels, or b) Passive channels. Passive channels communicate a message without any immediate ability to reply or interact, whereas interactive channels allow for involvement and interaction by the audience. The use of each will depend on the goals of the communications effort.

Here are various types of media channels available for communications.

### 4.2. Interactive Channels

#### 4.2.1. Traditional

- Regular interdepartmental meetings
- Regular inter-organizational meetings
- Town hall information sessions
- Telemarketing
- Public consultations
- Special events and activities (including luncheons)

#### 4.2.2. Online

- Email
- Social media (all formats)
- Video-conferencing or live-streaming (i.e. Skype; Facebook livestream)
- Some mobile device applications (“apps”)
- Online messaging forums (including within an intranet)
- Other electronic media, such as surveys

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### 4.3. Passive Channels

#### 4.3.1. Publicity

Press releases

'Notes from the Mayor's Desk'

utility letters

Newsletters

Curated content (online or traditional)

#### 4.3.2. Traditional

Printed booklets and reports

Brochures / Flyers / Direct mail

Newspaper advertising

Posters / Billboards / Banners

Broadcast advertising (TV & radio)

Special events and activities

#### 4.3.3. Online

Podcasts

Website

Video-streaming (*Can be seen as either passive or interactive; i.e. comments may be restricted on YouTube*)

Some mobile apps

Non-interactive intranet sites

### 4.4. Supporting materials

To support brand perception and communications efforts, associating the Town of Sundre with certain materials may help convey an intended message. Such supporting materials may include Town logo wear (clothing bearing the logo of the Town), and promotional giveaway items (colloquially referred to as 'swag').

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**Note: Councillors can be relied upon as one of the most useful methods of incoming and outgoing communications; they are primed to both receive feedback from their constituents and to communicate outwardly with the public. However, Councillors must be advised to remind residents to make any complaints directly to the Town.**

### 4.5. Key Implementation Suggestions

Below are a set of suggestions to support communications efforts. These do not represent the entirety of possibilities. As technologies, services and habits change, modifications to this list may be necessary.

#### 4.5.1. Online

##### 4.5.1.1. Website

The Town's website should be both modern looking and functional. There are many different styles that may be considered to update the look of the website while keeping the Town's branding in mind; however, an essential feature that should be included is a search box function for users to access any links or files quickly, easily and orderly. See an example of a Google-styled search box taken as a screenshot from the Town of Innisfil, Ontario's homepage below (Figure 1).

Figure 1 (Example of a Modern-looking Municipal Website Search Box)



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### 4.5.1.2. Social Media

Some of the most popular social media platforms include YouTube, Vimeo, Facebook, Twitter and Instagram. However, another that is growing exceptionally quickly in popularity includes Snapchat. Below are suggestions on how to utilize these platforms.



**YouTube and Vimeo** are free services that allow users to upload videos of almost any length. To generate a link to a video communicate for sharing, either of these services can be used. Vimeo is only free to an extent, since it is a service that provides paid packages, as well; YouTube is the most popular video-sharing platform in the world. It is possible to stream live content (livestream) on YouTube, as well, which could be used to share Council meetings with the public.



**Facebook** can be utilized for both simple text and link sharing of information, image sharing and embedded video sharing. Embedded video on Facebook automatically plays (autoplay) without sound once it appears in a person's 'news feed.' Facebook usage trends include using embedded video to transmit information by adding subtitles so that people need not press play or use sound. This is a function that could be used by the Town of Sundre fairly easily simply by using video editing software prior to uploading.

Although there are more complicated means of adding subtitles to videos via the creation of SRT files embedded into video files, the easiest way to create subtitles is by the use of video editing software such as iMovie, which is usually a standard program loaded on Mac computers.

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In addition to the video autoplay feature, Facebook also allows video livestreaming which could be used similar to YouTube to broadcast, for instance, Council meetings.

Another trend that is simple and easy to take advantage of for Facebook and most other social media applications, is the creation of a single JPEG image that contains text conveying a concise statement of the Town's communication (see Figure 2). These images are easily shared and therefore should conform to the Town's branding standards, if possible. See example of a shareable text image bearing the Town's branding below.

**Figure 2 (Example of Text Image for Easy Sharing on Social Media)**



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**Twitter** can be utilized for both simple text and link sharing of information, image sharing and video sharing via link. As noted above with Facebook (see Figure 2), the creation of a single JPEG image that contains text conveying a concise statement of the Town's communication may be done. These images should conform to the Town's branding standards.



**Instagram** can be utilized for image sharing and short video sharing. As noted above with Facebook and Twitter (see Figure 2), the creation of a single JPEG image that contains text conveying a concise statement of the Town's communication may be done. These images should conform to the Town's branding standards. Instagram also features a component called 'Your Story' which allows quick video to be recorded and shared. This could be done similarly to videos recorded and embedded into Facebook or YouTube.



**Snapchat** can be utilized for short video sharing. It is a platform being utilized by some of the most well-known organizations to reach the millennial and youth demographics, and has a functionality similar to Instagram's 'Your Story' feature. A Town of Sundre account could be created and utilized whilst recording video for the other platforms, too.

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### 4.5.1.3. App

Although mobile applications can be expensive to produce, they are exceptionally useful. Using push notifications, they can be utilized to send updates directly to peoples' devices on any subject, including for instance on tourism events, road closures or emergency communications.

### 4.5.1.4. Intranet

Many municipal organizations have begun utilizing internally accessible intranet networks to assist with human resource and employee engagement activities. Intranets are useful to manage time, timesheets, pension and benefits, and other pertinent staff information. The development of an intranet system would be accessible either a) by custom programming and software via the Town website, or b) via a modern cloud-based subscription intranet service. There are multiple cloud-based intranet services currently available that the Town might consider, including **Jostle**, **Bloomfire**, and **Noodle**.

### 4.5.1.5. Email List

There are multiple free services available to issue emails in large scale and organized format to subscribers. One such service is **MailChimp**, which provides handy templates and newsletter-styled formats.

## 4.5.2. Traditional

### 4.5.2.1. Print

It is important to follow branding protocol, and to ensure that copy is written well and grammatically correct. For style, it is recommended that the Town ensure quality graphic design; hiring on retainer a professional creative design studio to assist with branding and communications would be a prudent tactic.

### 4.5.2.2. Events

Banners and trade show displays are important to keep Town branding current, impressive and relevant at public events such as trade shows, conferences, and even public engagement sessions.

During public events, such as trade shows, it is also important to add a layer of interactivity and fun in order to engage the participant and evoke positive perceptions in their mind. It is worth considering adding elements of interactivity during public consultations, especially, too, in order to increase the participation rate of residents.

## 5. Local Communications Objectives

|                                   | Objective  | Department                    | Approach and/or Measurability  | Channels   | Audience                           | Timeframe / Delivery  |
|-----------------------------------|--|-------------------------------|--|--|------------------------------------|---|
| <b>Council-Related Objectives</b> |  |                               |  |  |                                    |   |
| 5.1.                              | Ensure all Town of Sundre Councillors are made aware of administrative projects, especially before the general public. | CAO and Senior Administration | <p><b>Approach</b></p> <ul style="list-style-type: none"> <li>- Create and follow protocol on when to communicate status of projects with CAO so that CAO can communicate it with Council.               <ul style="list-style-type: none"> <li>o This could be done via scheduled bi-weekly emails to CAO on status of projects.</li> <li>o The emails to the CAO could be labelled into a folder, which all modern email services now</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>- Weekly meetings between Mayor and CAO.</li> <li>- Regular Council meetings.</li> <li>- Council workshops.</li> <li>- CAO provides information to the Mayor, who then has the responsibility to</li> </ul> | <p>Councillors</p> <p>Internal</p> | <p>Develop pre-arranged and approved meetings in schedule and calendar to convey information (i.e. as example, quarterly workshops attended by department managers) between senior administration and CAO, and between CAO and Council.</p> <p>Semi-annual survey of Council.</p> |

Local Communications Planning Toolkit

|  | Objective | Department | Approach and/or Measurability  | Channels                          | Audience | Timeframe / Delivery |
|--|-----------|------------|--|-----------------------------------|----------|----------------------|
|  |           |            | <p>permit, for ease of reference in the event of Council requesting information on a particular project.</p> <ul style="list-style-type: none"> <li>- Ensure Councillors are kept updated by following-up on the state of projects.</li> <li>- Attempt to ensure all Councillors are briefed as soon as possible following meetings by the CAO with individual Councillors or the Mayor.</li> <li>- Utilization of Council Workshops as a venue to have department managers</li> </ul> | <p>share it with Councillors.</p> |          |                      |

Local Communications Planning Toolkit

|  | Objective | Department | Approach and/or Measurability   | Channels | Audience | Timeframe / Delivery |
|--|-----------|------------|---|----------|----------|----------------------|
|  |           |            | <p>attend and engage in question and answer sessions with Council about what is happening in managers' respective areas.</p> <ul style="list-style-type: none"> <li>- Mayor and councillors must help ensure all other Councillors are updated equally on issues in time for each Council agenda.</li> </ul> <p><b>Measurability</b></p> <ul style="list-style-type: none"> <li>- Conduct semi-annual survey of Councillors using 1 to 10 scoring to gauge if information sharing endeavours are successful.</li> </ul> |          |          |                      |

Local Communications Planning Toolkit

|      | Objective  | Department | Approach and/or Measurability  | Channels   | Audience  | Timeframe / Delivery  |
|------|--|------------|--|--|---|---|
| 5.2. | Ensure Council has rapid access to key information about municipal projects, budgets, etc. | CAO        | <ul style="list-style-type: none"> <li>- Additional staff would likely be required, or the engagement of an outside professional on a contractual basis to complete the following set of suggestions:</li> <li>- Provide document, such as a printed report or booklet, or a quick link on the website, with an Action Table showing current issues, projects, and priorities. Ensure columns for timeline (i.e. relating to sidewalk repair, so they can advise constituents when asked).</li> <li>- Put this action table on display.</li> </ul> | <b>Passive</b> <ul style="list-style-type: none"> <li>- Printed report in booklet format</li> <li>- Website</li> <li>- Mobile app</li> </ul> | Councillors<br><br>Internal<br><br>General public | Update either: <ul style="list-style-type: none"> <li>a) Every April following budget revisions;</li> <li>b) Every budget cycle; or</li> <li>c) Every Council term</li> </ul> |

Local Communications Planning Toolkit

|      | Objective  | Department                                    | Approach and/or Measurability   | Channels   | Audience             | Timeframe / Delivery   |
|------|--|---|---|--|----------------------|--|
|      |  |   | <ul style="list-style-type: none"> <li>- Attempt to include as much detail in the booklet report, such as separate sections on what information has been provided to various community groups.</li> </ul>   |  |                      |  |
| 5.3. | Increase awareness about Council meetings, including topics, decisions, and participation. | CAO<br>Legislative Services<br>Communications | <p><b>Approach</b></p> <ul style="list-style-type: none"> <li>- Update the public about Council schedules. Do this by including a calendar in, for instance, utility bills.</li> <li>- Share Council topics online and through as many channels as feasible, including radio, newspaper, newsletter, and social media.</li> </ul> | <p><b>Interactive:</b></p> <ul style="list-style-type: none"> <li>- Website</li> <li>- Social media, including:               <ul style="list-style-type: none"> <li>o Facebook livestream;</li> <li>o Live Tweeting;</li> <li>o Skype;</li> <li>o YouTube broadcast.</li> </ul> </li> <li>- Mobile app</li> </ul> | Community as a whole | <p>Monthly review of online interaction.</p> <p>Yearly review of participant tracking.</p> |

Local Communications Planning Toolkit

|  | Objective | Department | Approach and/or Measurability  | Channels  | Audience | Timeframe / Delivery |
|--|-----------|------------|--|---|----------|----------------------|
|  |           |            | <p><b>Measurability</b></p> <ul style="list-style-type: none"> <li>- Measure comments and interaction on social media, during livestreaming or Tweeting.</li> <li>- Simply track the number of participants sitting in on Council meetings.</li> </ul> | <p><b>Passive:</b></p> <ul style="list-style-type: none"> <li>- Town ad in newspaper</li> <li>- Radio advertising</li> <li>- Utility letter newsletter</li> <li>- Posters at community information boards around Town</li> <li>- Digital sign</li> <li>- Possible Highway 27 billboard</li> <li>- YouTube videos</li> </ul> |          |                      |

Local Communications Planning Toolkit

|                                     | Objective  | Department  | Approach and/or Measurability   | Channels  | Audience             | Timeframe / Delivery  |
|-------------------------------------|--|---|---|---|----------------------|---|
|                                     |  |   |   | <ul style="list-style-type: none"> <li>- Possible Article in <i>Sundre on the Go</i> magazine</li> <li>- Mobile app</li> </ul>  |                      |   |
| <b>Community-Related Objectives</b> |  |   |   |   |                      |   |
| 5.4.                                | Ensure residents follow emergency management instructions. | Communications / Emergency Management / Fire Department | <p><b>Approach</b></p> <ul style="list-style-type: none"> <li>- Ensure that the Town is communicating with a single voice.</li> <li>- Assign a single Communications point of contact to manage the outward flow of information.</li> <li>- Increase the number of face-to-face meetings between</li> </ul> | <p><b>Interactive:</b></p> <ul style="list-style-type: none"> <li>- Social media</li> <li>- Mobile app</li> </ul> <p><b>Passive:</b></p> <ul style="list-style-type: none"> <li>- Radio</li> <li>- Website</li> <li>- Newspaper</li> <li>- Posters</li> <li>- Mobile App</li> </ul> | Community as a whole | During emergency situations; ongoing with regard to single voice. |

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|      | Objective  | Department                 | Approach and/or Measurability  | Channels  | Audience             | Timeframe / Delivery   |
|------|--|----------------------------|--|---|----------------------|--|
|      |  |                            | <p>the Fire Department and Emergency Management.</p> <p><b>Measurability</b></p> <ul style="list-style-type: none"> <li>- Utilize scribe notes to measure a) speed of response by the public, and Communications notes to measure b) effectiveness of various communications methods.</li> </ul> | <ul style="list-style-type: none"> <li>- YouTube or livestream (ie. via Facebook)</li> </ul>  |                      |  |
| 5.5. | Increase voter turnout to a minimum of 20% of eligible voters, with a target to exceed the provincial election voter turnout rate. | Council and Communications | <p><b>Approach</b></p> <ul style="list-style-type: none"> <li>- Consider including this objective as corporate strategic objective.</li> <li>- Promote the date, location and how to vote only.</li> </ul>   | <p><b>Interactive:</b></p> <ul style="list-style-type: none"> <li>- Website (electronic voting)</li> <li>- Social media</li> <li>- Email (i.e. Listserv)</li> </ul> | Community as a whole | During 3 months leading up to election; and during entire period of by-election. |

Local Communications Planning Toolkit

|      | Objective  | Department                    | Approach and/or Measurability   | Channels   | Audience                                  | Timeframe / Delivery   |
|------|--|-------------------------------|---|--|---|--|
|      |  |                               | <ul style="list-style-type: none"> <li>- Consider aligning with the AUMA elections messaging.</li> <li>- Utilize digital media to promote election date more heavily.</li> <li>- Consider adopting electronic voting mechanism.</li> </ul> <p><b>Measurability</b></p> <ul style="list-style-type: none"> <li>- Eligible voter turnout rate.</li> </ul> | <p><b>Passive:</b></p> <ul style="list-style-type: none"> <li>- YouTube</li> <li>- Website</li> <li>- Billboards along highway</li> <li>- Posters</li> <li>- Mobile app</li> </ul> |   |  |
| 5.6. | Foster an environment full of leaders, such that when one group of Town champions retires, another | CAO and Senior Administration | <p><b>Approach</b></p> <ul style="list-style-type: none"> <li>- Under current organizational structure, this might not be able to be supported as an Administrative activity, therefore, consider including in future Corporate Strategic Plan.</li> </ul>  | <p><b>Interactive</b></p> <ul style="list-style-type: none"> <li>- Invite students to community events and Town-sponsored volunteer events.</li> </ul>                             | Community as a whole<br>Schools;<br>youth | Annually; conduct push and 'Leaderful' campaign as yearly reminder to engage, lasting approximately one month.<br><br>Conduct yearly survey in wake of campaign. |

## Local Communications Planning Toolkit

|  | Objective                          | Department | Approach and/or Measurability   | Channels  | Audience | Timeframe / Delivery |
|--|------------------------------------|------------|---|---|----------|----------------------|
|  | group may easily fill their place. |            | <ul style="list-style-type: none"> <li>- Explore partnering with Greenwood Neighbourhood Place to undertake a Leaderful campaign.</li> <li>- Add a component to business plans that supports the effort to meet with youth on a more regular basis.</li> <li>- Develop campaign promoting benefits of volunteerism and value of contributing to direction of community.</li> <li>- Potentially develop a new campaign, i.e. 'Leadership Month'</li> </ul> | <ul style="list-style-type: none"> <li>- Presentations to schools.</li> <li>- Communications of Leaderful campaign via various social media platforms.</li> <li>- Discussions at Council.</li> </ul> <p><b>Passive</b></p> <ul style="list-style-type: none"> <li>- Radio ads</li> <li>- Email listserv</li> <li>- Utility newsletter</li> <li>- Newspaper ads</li> </ul> |          |                      |

Local Communications Planning Toolkit

|      | Objective  | Department                                   | Approach and/or Measurability  | Channels  | Audience             | Timeframe / Delivery  |
|------|--|--|--|---|----------------------|---|
|      |  |  | <ul style="list-style-type: none"> <li>- Communicate environmental programs and initiatives by Council and Administration to youth and schools, either in person or via otherwise.</li> </ul> <p><b>Measurability</b></p> <ul style="list-style-type: none"> <li>- Conduct annual survey of local service groups, charities and non-profits on their volunteer-recruitment efforts to gauge if volunteerism is increasing or suffering.</li> </ul> | <ul style="list-style-type: none"> <li>- Article in <i>Sundre on the Go</i> magazine</li> <li>- Mobile app</li> </ul>                     |                      |   |
| 5.7. | Foster perception based on reality of the fact that Town Administration and Council work hard for the community. | CAO / Senior Administration / Communications | <p><b>Approach</b></p> <ul style="list-style-type: none"> <li>- Champion successes by promoting and informing the public about them.</li> <li>- Explain value of tax dollars spent to develop buy-in and</li> </ul>  | <p><b>Interactive:</b></p> <ul style="list-style-type: none"> <li>- Social media postings</li> <li>- Website page dedicated to</li> </ul> | Community as a whole | Ongoing<br><br>Promote accomplishments and conduct surveys semi-annually, potentially in July and December. |

Local Communications Planning Toolkit

|  | Objective | Department | Approach and/or Measurability   | Channels   | Audience | Timeframe / Delivery |
|--|-----------|------------|---|--|----------|----------------------|
|  |           |            | <p>community support in efforts.</p> <ul style="list-style-type: none"> <li>- Describe where savings have been found.</li> <li>- Essentially, promote accomplishments more often and include reasonable historical context of issues.</li> </ul> <p><b>Measurability</b></p> <ul style="list-style-type: none"> <li>- Survey public more often on a) what Town is doing well; and b) where Town needs to improve.</li> <li>- Use ranked 1 to 10 questions.</li> </ul> | <p>project successes</p> <ul style="list-style-type: none"> <li>- Mobile App</li> </ul> <p><b>Passive:</b></p> <ul style="list-style-type: none"> <li>- Press releases about all project and successes.</li> <li>- Information brochures.</li> <li>- Published reports.</li> </ul> |          |                      |

Local Communications Planning Toolkit

|      | Objective  | Department   | Approach and/or Measurability  | Channels   | Audience  | Timeframe / Delivery   |
|------|--|--|--|--|---|--|
|      |  |  | <ul style="list-style-type: none"> <li>- Do in conjunction with customer service survey (mentioned below).</li> </ul>  |  |   |  |
| 5.8. | Maintain high Customer Service standards when dealing with the Public. | Senior Administration / Communications / All staff | <p><b>Approach</b></p> <ul style="list-style-type: none"> <li>- Conduct customer service training for staff.</li> <li>- Be sure to have staff reply to every message, every time with a personal empathetic tone – including on social media, over the telephone and by email.</li> <li>- Be sure to not engage in angry debate online or in person. Online, restrict all exchanges to two replies.</li> </ul> | <p>Interactive:</p> <p>Any and all Channels, all the time.</p> | <p>Community as a whole, including:</p> <p>Residents, businesses, contractors, stakeholders</p> | <p>Annual customer service survey.</p> <p>Customer service training, yearly.</p> <p>Complaint tracking, ongoing.</p> |

Local Communications Planning Toolkit

|      | Objective   | Department                    | Approach and/or Measurability  | Channels  | Audience             | Timeframe / Delivery   |
|------|---|-------------------------------|--|---|----------------------|--|
|      |   |                               | <ul style="list-style-type: none"> <li>- Reply to resident concerns as quickly as possible, and while doing so remind them about the official concern process.</li> </ul> <p><b>Measurability</b></p> <ul style="list-style-type: none"> <li>- Track concerns about topics and compare for trends.</li> <li>- Conduct annual survey of public to gauge perceptions about quality of customer service.</li> </ul> |   |                      |  |
| 5.9. | Foster perception based on reality of the fact that the Town and its employees are easy to work with, and that the Town is fair | CAO and Senior Administration | <p><b>Approach</b></p> <ul style="list-style-type: none"> <li>- Similar to customer service training.</li> <li>- Educate the public what the municipal government’s role is.</li> </ul>  | <p><b>Interactive</b></p> <ul style="list-style-type: none"> <li>- Website</li> <li>- Social media</li> </ul> <p><b>Passive</b></p> | Community as a whole | <p>Annual survey</p> <p>Ongoing and as needed communications efforts</p> <p>Monthly report on complaints by category</p> |

Local Communications Planning Toolkit

|  | Objective                         | Department | Approach and/or Measurability  | Channels   | Audience | Timeframe / Delivery |
|--|-----------------------------------|------------|--|--|----------|----------------------|
|  | in its decision-making processes. |            | <ul style="list-style-type: none"> <li>- Ensure that policies are readily available to the public.</li> <li>- Conduct a policy review in order to eliminate policies that eliminate productivity without providing sufficient service to the public ('red tape').</li> <li>- Inform public about policy review with goal of improving public service productivity.</li> </ul> <p><b>Measurability</b></p> <ul style="list-style-type: none"> <li>- Track number of complaints by category, and review</li> </ul> | <ul style="list-style-type: none"> <li>- Information brochures on Town bylaws, policies and responsibilities</li> <li>- All bylaws and policies should be on website for easy access by public (except for HR related ones)</li> <li>- Press releases about policy review</li> </ul> |          |                      |

Local Communications Planning Toolkit

|       | Objective   | Department                          | Approach and/or Measurability   | Channels  | Audience  | Timeframe / Delivery  |
|-------|---|-------------------------------------|---|---|---|---|
|       |   |                                     | <p>month over month, and year over year.</p> <ul style="list-style-type: none"> <li>- Conduct annual survey of public to gauge perceptions in conjunction with quality of customer service survey.</li> </ul>   |   |   |   |
| 5.10. | Ensure there is widespread awareness about Town programs and amenities. | Communications / Community Services | <p><b>Approach</b></p> <ul style="list-style-type: none"> <li>- Improve the look, feel and functionality of the website.               <ul style="list-style-type: none"> <li>o Ensure website is made Mobile friendly (this is imperative since the majority of people now access the internet on mobile devices).</li> </ul> </li> <li>- Utilize newsletter email service (such as MailChimp.com) to collect</li> </ul> | <p><b>Interactive:</b></p> <ul style="list-style-type: none"> <li>- Website</li> <li>- Social media</li> <li>- Public information sessions or forums</li> <li>- Presentations to relevant directly-affected groups</li> <li>- Mobile app</li> </ul> | <p>Community as a whole, esp. families; seniors; youth</p> <p>Potential service users</p> | Ongoing; especially at beginning of program session, advertise until program full or completed. |

## Local Communications Planning Toolkit

|  | Objective | Department | Approach and/or Measurability   | Channels  | Audience | Timeframe / Delivery |
|--|-----------|------------|---|---|----------|----------------------|
|  |           |            | <p>public email addresses and issue email updates to them.</p> <ul style="list-style-type: none"> <li>- Develop Town mobile app for residents to download and be informed via push notifications or a calendar about events and meetings.</li> <li>- Initiate communications using all means available to promote.</li> <li>- Anytime there is a significant new program or service, host a public information session (i.e. if a new grant, or facility program is developed), using aforementioned promotional</li> </ul> | <p><b>Passive:</b></p> <ul style="list-style-type: none"> <li>- Town ad in newspaper</li> <li>- Radio advertising</li> <li>- Utility letter newsletter</li> <li>- Posters at community information boards around Town</li> <li>- Digital sign</li> <li>- Possible Highway 27 billboard</li> <li>- YouTube videos</li> </ul> |          |                      |

Local Communications Planning Toolkit

|  | Objective | Department | Approach and/or Measurability   | Channels   | Audience | Timeframe / Delivery |
|--|-----------|------------|---|--|----------|----------------------|
|  |           |            | <p>techniques to promote the forum.</p> <ul style="list-style-type: none"> <li>- Consider developing open houses on specific topics about amenities and programs; consider hosting these at lunchtime, and provide free food to attend (i.e. "Lunch bag meetings").</li> </ul> <p><b>Measurability</b></p> <ul style="list-style-type: none"> <li>- Track number of people who               <ul style="list-style-type: none"> <li>a) inquire about amenities or services, and compare over time to see if there are increases after particular communications efforts; or b) attend public information sessions.</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>- Possible Article in <i>Sundre on the Go</i> magazine</li> <li>- Mobile app</li> </ul> |          |                      |

Local Communications Planning Toolkit

|       | Objective  | Department                          | Approach and/or Measurability   | Channels  | Audience  | Timeframe / Delivery  |
|-------|--|-------------------------------------|---|---|---|---|
|       |  |                                     | <ul style="list-style-type: none"> <li>- Annual amenities survey in conjunction with customer service survey.</li> </ul>  |   |   |   |
| 5.11. | Increase public participation in public events and forums. | Communications / Community Services | <p><b>Approach</b></p> <ul style="list-style-type: none"> <li>- Utilize all communication channels available to promote.</li> <li>- Consider rebranding certain public open houses to attempt to appeal to a greater number of people (i.e. rebrand “tax workshops” as “Future Sundre”)</li> <li>- Utilize newsletter email service (such as MailChimp.com) to collect</li> </ul> | <p><b>Interactive:</b></p> <ul style="list-style-type: none"> <li>- Email listserv</li> <li>- Website</li> <li>- Social media</li> <li>- Skype</li> </ul> <p><b>Passive:</b></p> <ul style="list-style-type: none"> <li>- Town ad in newspaper</li> <li>- Radio advertising</li> <li>- Utility letter newsletter</li> </ul> | Community as a whole, esp. families; seniors; youth | <p>Advertise for a minimum of 6 weeks prior to a significant event.</p> <p>Provide a minimum two weeks notice for any public forum.</p> |

Local Communications Planning Toolkit

|  | Objective | Department | Approach and/or Measurability  | Channels   | Audience | Timeframe / Delivery |
|--|-----------|------------|--|--|----------|----------------------|
|  |           |            | <p>public email addresses and issue email updates to them.</p> <ul style="list-style-type: none"> <li>- Develop Town mobile app for residents to download and be informed via push notifications or a calendar about events and meetings.</li> <li>- For certain events, utilize non-standard communications tools, such as lamp post banners on major roadways.</li> <li>- Change the location of public meetings; go to the public at where they're most comfortable (i.e. Community Centre; Schools; Library; Post Office; Arena; etc.).</li> </ul> | <ul style="list-style-type: none"> <li>- Posters at community information boards around Town</li> <li>- Digital sign</li> <li>- Article in <i>Sundre on the Go</i> magazine</li> <li>- Banner advertisements on lamp posts.</li> <li>- YouTube videos</li> <li>- Mobile app</li> </ul> |          |                      |

Local Communications Planning Toolkit

|  | Objective | Department | Approach and/or Measurability  | Channels | Audience | Timeframe / Delivery |
|--|-----------|------------|--|----------|----------|----------------------|
|  |           |            | <ul style="list-style-type: none"> <li>- Meet with youth in partnership with schools or via Community Services programs and engage their participation in Town matters.</li> <br/> <li>- Allow for virtual attendance via online video conferencing software, such as Skype, or Facebook livestream.</li> <br/> <li><b>Measurability</b></li> <li>- Monitor online virtual attendance.</li> <li>- Track number of people participating in events and compare to previous years and efforts.</li> </ul> |          |          |                      |

Local Communications Planning Toolkit

|       | Objective   | Department                          | Approach and/or Measurability   | Channels  | Audience                           | Timeframe / Delivery         |
|-------|---|-------------------------------------|---|---|------------------------------------|------------------------------|
| 5.12. | Increase the public's (both local and non-local) perception of the quality of Sundre's amenities. | Communications / Community Services | <p><b>Approach</b></p> <ul style="list-style-type: none"> <li>- Generate Top-of-Mind Awareness (TOMA) about available amenities; this means ensuring that the first location/amenity that residents think of when thinking about a particular category of service is a Town of Sundre service.</li> <li>o Ensure also that when recollecting the Sundre amenity, it also evokes a positive perception or response.</li> <li>o Surveying of public to gauge their perceptions about Town amenities can be used as a means of tracking ongoing</li> </ul> | <p><b>Interactive:</b></p> <ul style="list-style-type: none"> <li>- Tourism website</li> <li>- Social media</li> <li>- Surveys</li> </ul> <p><b>Passive:</b></p> <ul style="list-style-type: none"> <li>- Website</li> <li>- Press releases to publications beyond Sundre and Mountain View County</li> <li>- Town ad in newspaper</li> <li>- Radio advertising</li> <li>- Utility letter newsletter</li> </ul> | Community as a whole; wider public | Ongoing<br><br>Yearly survey |

Local Communications Planning Toolkit

|  | Objective | Department | Approach and/or Measurability  | Channels   | Audience | Timeframe / Delivery |
|--|-----------|------------|--|--|----------|----------------------|
|  |           |            | <p>effectiveness of communications in this area.</p> <ul style="list-style-type: none"> <li>- Utilize tourism and economic development communications as avenue to promote amenities, in addition to simply in-town communications with residents.</li> <li>- Increase the number of events sponsored by Council and the Town at key community amenities. By doing so, this will help draw people to these amenities and become aware of their potential for use and enjoyment.</li> </ul> | <ul style="list-style-type: none"> <li>- Posters at community information boards around Town</li> <li>- Digital sign</li> <li>- Article in <i>Sundre on the Go</i> magazine</li> </ul> |          |                      |

Local Communications Planning Toolkit

|   | Objective   | Department   | Approach and/or Measurability   | Channels   | Audience | Timeframe / Delivery                    |
|---|---|--|---|--|----------|---|
|   |   |  | <p><b>Measurability</b></p> <ul style="list-style-type: none"> <li>- Conduct annual survey the local and non-local public about their knowledge and perceptions about local amenities.</li> </ul>   |  |          |   |
| <b>Internal Administration-Related Objectives</b> |   |  |   |  |          |   |
| 5.13.   | Improve service levels by ensuring that departments are aware of other departments' projects and work through the practice of improved internal | All departments<br>CAO and Senior Administration<br>Communications | <ul style="list-style-type: none"> <li>- Create protocol to update key communications staff at every relevant stage of projects.</li> <li>- Allow for SLT to know when new projects are being undertaken.</li> <li>- Share information with SLT.</li> </ul> | <p><b>Interactive</b></p> <ul style="list-style-type: none"> <li>- Email</li> <li>- Regular Meetings</li> <li>- Intranet</li> </ul> <p><b>Passive</b></p> <ul style="list-style-type: none"> <li>- Memos</li> <li>- Published reports</li> </ul> | Internal | Ongoing<br><br>When projects have begun |

Local Communications Planning Toolkit

|       | Objective  | Department                    | Approach and/or Measurability   | Channels  | Audience   | Timeframe / Delivery   |
|-------|--|-------------------------------|---|---|--|--|
|       | communications procedures.   |                               | <ul style="list-style-type: none"> <li>- Meet and communicate via email regularly.</li> </ul>   |   |  |  |
| 5.14. | Ensure that all employees engage with the public using the utmost level of tact, professionalism, courtesy and friendliness. | CAO and Senior Administration | <ul style="list-style-type: none"> <li>- Develop customer service standards. (CAO)</li> <li>- Provide customer service training to employees that deal directly with public; expedite training for those employees identified by Senior Administration as requiring priority (due either to how often they interact with the public, or due to their need for assistance in learning how to deal with the public effectively).</li> </ul> | <ul style="list-style-type: none"> <li>- In person during any interactions</li> <li>- Social media interactive responses</li> </ul> | Internal employees for training; general public for delivery | <p>Customer service training within 6 months for new hires.</p> <p>Bi-annual customer service training for relevant employees.</p> |

## Local Communications Planning Toolkit

|       | Objective  | Department                    | Approach and/or Measurability  | Channels   | Audience  | Timeframe / Delivery   |
|-------|--|-------------------------------|--|--|---|--|
| 5.15. | Reduce time from when Council and, or Administration makes decisions to getting information to employees and, or public. | Department Heads              | <ul style="list-style-type: none"> <li>- Create a protocol that must be followed to ensure decisions, programs, and new projects are communicated within a set time frame.</li> <li>- Communicate protocol to department heads via meetings with directors and other internal communications methods.</li> <li>- Continue Council meeting review sessions with employees.</li> </ul> | <p>When communicating to the public:</p> <ul style="list-style-type: none"> <li>- In person during any interactions</li> <li>- Social media interactive responses</li> </ul> <p><b>Possible Future Interactive Tool:</b></p> <ul style="list-style-type: none"> <li>- Employee intranet</li> </ul> | <p>General public.</p> <p>Employees and relevant department managers.</p> | <p>In addition to posting Council minutes online, suggest protocol be developed that has key decisions clearly outlined in online posts for public to read and understand.</p> |
| 5.16. | Improve consistency of communications with major community and   | CAO and Senior Administration | <ul style="list-style-type: none"> <li>- Host luncheons, meetings, and other opportunities to get together with stakeholders,</li> </ul>   | <p><b>Interactive:</b></p> <ul style="list-style-type: none"> <li>- Public forums</li> <li>- Meetings</li> </ul>   | <p>Businesses</p> <p>Community Groups</p>                                 | <p>Luncheons once per year</p> <p>Ongoing general communications</p>   |

Local Communications Planning Toolkit

|       | Objective  | Department     | Approach and/or Measurability   | Channels   | Audience                                  | Timeframe / Delivery |
|-------|--|----------------|---|--|---|----------------------|
|       | economic stakeholder groups.   |                | <p>such as developers, business owners, user groups, etc.</p> <ul style="list-style-type: none"> <li>- When decisions are made that affect a change of some sort, ensure that relevant affected groups are communicated with directly and with concern and customer service.</li> </ul>         | <ul style="list-style-type: none"> <li>- Email</li> <li>- Social media</li> </ul> <p><b>Passive:</b></p> <ul style="list-style-type: none"> <li>- Website</li> <li>- Press releases</li> </ul>   |   |                      |
| 5.17. | Reduce number of negative complaints to the Town via emails and phone calls. | Communications | <p><b>Approach</b></p> <ul style="list-style-type: none"> <li>- Begin tracking dates and subjects of received concerns. If a particular subject receives more complaints, issue more communications about this subject to ensure public understands; alternative, rectify the issue.</li> </ul> | <p><b>Interactive:</b></p> <ul style="list-style-type: none"> <li>- Website</li> <li>- Social media</li> </ul> <p><b>Passive:</b></p> <ul style="list-style-type: none"> <li>- Press releases</li> <li>- Town ad in newspaper</li> </ul> | Community as a whole; serial complainants | Ongoing              |

Local Communications Planning Toolkit

|  | Objective | Department | Approach and/or Measurability   | Channels   | Audience | Timeframe / Delivery |
|--|-----------|------------|---|--|----------|----------------------|
|  |           |            | <ul style="list-style-type: none"> <li>- Determine if more concerns arrive during beginning, middle, or end of a disruptive project.               <ul style="list-style-type: none"> <li>o Once this is determined, begin protocol to issue further communications during key stages of a disruptive project.</li> </ul> </li> <li>- Increase the frequency of press releases and communications online advising of projects and ongoing responsibilities, especially by the Community Services and Operational Services departments.</li> </ul> | <ul style="list-style-type: none"> <li>- Radio advertising</li> <li>- Utility letter newsletter</li> <li>- Depending on update about operational activity, Posters at community information boards around Town</li> <li>- Depending on update about operational activity, Digital sign</li> <li>- Article in <i>Sundre on the Go</i> magazine</li> </ul> |          |                      |

Local Communications Planning Toolkit

|  | Objective | Department | Approach and/or Measurability  | Channels | Audience | Timeframe / Delivery |
|--|-----------|------------|--|----------|----------|----------------------|
|  |           |            | <ul style="list-style-type: none"> <li>- Ensure that proper customer service techniques are practiced.</li> <br/> <li>- Eliminate silos between departments to ensure decisions, services, and communications are consistent.</li> <br/> <li><b>Measurability</b></li> <li>- Track to see if there is a subsequent reduction in complaints.</li> </ul> |          |          |                      |



**REQUEST FOR DECISION**

**COUNCIL DATE:** January 16, 2017

**SUBJECT:** Council Policy and Bylaw Review Committee - Terms of Reference

**ORIGINATING DEPARTMENT:** Legislative Services

**AGENDA ITEM:** 9b

**BACKGROUND/PROPOSAL:**

At the December 12, 2016 Workshop meeting, Council directed Administration to prepare an RFD in order to review, discuss and possibly amend the proposed Terms of Reference, as presented by Councillor Funke.

**DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:**

Council to discuss any amendments to Attachment "A" – Town of Sundre Policy and Bylaw Review Committee – Terms of Reference

**ADMINISTRATION RECOMMENDATIONS:**

Administration recommends that Council review the attached Terms of Reference for possible amendment and to come to a decision to approve the Terms of Reference.

**COSTS/SOURCE OF FUNDING:**

**MOTION:**

The Town of Sundre Council moves to approve the Terms of Reference for the Council Policy and Bylaw Review Committee.

**ATTACHMENTS:**

Town of Sundre Policy and Bylaw Review Committee – Terms of Reference (Attachment "A")

Date Reviewed: \_\_\_\_\_ CAO: \_\_\_\_\_

**Town of Sundre**  
**Policy and Bylaw Review Committee**  
**Terms of Reference**

**Purpose:**

The purpose of the Policy and Bylaw Review Committee is to review all municipal policies and bylaws as needed.

**Structure:**

The Policy and Bylaw Review Committee will consist of:

- Three (3) Town of Sundre Councillors; to be named each year at the Organizational Meeting.
- Town of Sundre Chief Administrative Officer upon the request of the Committee; and
- Other Town of Sundre Staff upon the request of the Committee

Committee will elect a chair at first meeting after the Organizational Meeting of Council each year.

**Committee functions include:**

1. Review existing policies and bylaws and recommend appropriate changes to Council.
2. Evaluate specific issues and recommend any new policies and bylaws as necessary.
3. Work to maintain consistency amongst various policies, procedures, bylaws, and provincial legislation.



## REQUEST FOR DECISION

**COUNCIL DATE:** January 16, 2017

**AGENDA ITEM:** 9c

**SUBJECT:** Mountain View Regional Waste Management Commission – Waste Services Agreement

**ORIGINATING DEPARTMENT:** Corporate Services

### **BACKGROUND/PROPOSAL:**

The proposed waste services agreement sets out the operational parameters in operating all waste management facilities owned or contracted on behalf of Mountain View Regional Waste Management Commission.

The following municipalities have approved the Waste Services Agreement:

Town of Olds – November 14, 2016

Village of Cremona – November 15, 2016

Town of Carstairs – December 12, 2016

Town of Didsbury and Mountain View County have not approved the proposed agreement as at the time of this report.

### **DISCUSSION/OPTIONS:**

The proposed agreement sets out the municipality's obligations (Section 2.1) which include:

Deliver waste to the delivery point at the Town's sole expense

Not permit the delivery of any hazardous waste of liquid to the delivery point

Pay the Commission for the waste accepted by the Commission

It also sets out the Commission's obligations as follows:

Provide waste services to the Town of Sundre

Maintain all necessary requirements to operate waste management facilities

Weigh all waste delivered to delivery points

Provide annual financial statements

The Commission Board, all CAOs and legal services have reviewed this agreement and the Membership Agreement now each individual municipality is being asked to approve the agreement.

### **RECOMMENDATION:**

Administration recommends Council approve the proposed Waste Services Agreement with Mountain View Regional Waste Management Commission.



The agreement clarifies the obligations of Mountain View Regional Waste Commission and the Town of Sundre regarding waste management.

**COSTS/SOURCE OF FUNDING:**

There is no additional cost to the Town in approving the proposed Waste Services Agreement with Mountain View Regional Waste Management Commission.

**MOTION:**

The Town of Sundre Council enters into a Waste Services Agreement with Mountain View Regional Waste Management Commission.

**ALTERNATIVE ACTIONS:**

**ATTACHMENTS:**

Waste Services Agreement

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REVIEWED AND APPROVED FOR SUBMISSION TO COUNCIL

Interim CAO Approval: Angie Lucas

Date: January 4, 2017

THIS AGREEMENT MADE THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

**BETWEEN:**

**MOUNTAIN VIEW REGIONAL WASTE MANAGEMENT COMMISSION**  
(hereinafter called the "**Commission**")

**AND:**

\_\_\_\_\_  
(hereinafter called the "**Municipality**")

**WASTE SERVICES AGREEMENT**

**WHEREAS:**

- A.** The Commission owns and either operates all Waste Management Facilities or contracts a third party to operate the Waste Management Facilities or any component thereof on behalf of the Commission;
- B.** The Commission will accept Waste at each of the Waste Management Facilities and will process it at these Waste Management Facilities;
- C.** The Commission has agreed to accept Waste delivered to the Landfill and Waste Transfer Stations and dispose of the same in accordance with the permits obtained by the Commission and maintained in force from time to time;
- D.** The Commission will oversee operations regarding Waste recycling and Waste diversion at each of the Waste Transfer Stations and the Recycling Centres within the boundaries of the members of the Commission.

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

**ARTICLE 1 - DEFINITIONS**

**1.1 Definitions**

In this Waste Services Agreement:

- (a)** "**Agreement**" means this Agreement together with any amendments hereto or extensions hereof, provided that such amendments or extensions are in writing and signed by each of the parties;
- (b)** "**Applicable Laws**" means any and all provisions of any constitution, treaty, statute, law, regulation, ordinance, code, rule, judgment, rule of common law, order, decree, award, injunction, Governmental Approval, franchise, license,

agreement, or other governmental restriction or any similar form of decisions of, or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority;

- (c) **"Delivery Point"** means that location past the weigh scale located at the Landfill, as directed by the Commission from time to time;
- (d) **"Effective Date"** means \_\_\_\_\_, 2016;
- (e) **"Event of Default and Remedies"** referred to Membership Agreement;
- (f) **"Event of Suspension"** has the meaning as ascribed thereto in Section 7.1 hereof;
- (g) **"Fees for Service"** means the fees that will be established by the Board as part of the budget by September 30<sup>th</sup> each year.
- (h) **"Force Majeure"** means any act of God, major storms, civil disturbance or any similar major event or occurrence not within the control of a party and which by the exercise of due diligence by such party could not have been prevented, but lack of funds on the part of such party shall be deemed not to be a Force Majeure;
- (i) **"Governmental Approvals"** means all approvals, permits, licenses, actions, orders, authorizations, consents, leases, waivers, franchises, concessions, agreements, rulings, certifications, filings or registrations by or with, or reports or notices to or from, any Governmental Authority regarding the operation of the Waste Transfer Station;
- (j) **"Governmental Authority"** means any nation or government (including any government authority, agency, department, board, commission, court of Canada, the Province of Alberta) or any tribunal or arbitrator(s) of competent jurisdiction, or any self-regulatory organization having jurisdiction over the Waste Transfer Station;
- (k) **"Hazardous Waste"** has the meaning as ascribed to both the following terms;
  - (i) "hazardous recyclable", and
  - (ii) "hazardous waste",in the *Waste Control Regulation*, Alberta Regulation 192/96 as enacted pursuant to the *Environmental Protection and Enforcement Act* (Alberta), as amended from time to time;
- (l) **"Landfill"** means that site either controlled or owned by the Commission, which is used for the disposal of Waste by burial;

- (m) **"Liquid"** has the meaning as the term "liquid" has in the *Waste Control Regulation*, Alberta Regulation 192/96 as enacted pursuant to the *Environmental Protection and Enforcement Act* (Alberta), as amended from time to time;
- (n) **"Membership Agreement"** means that agreement amongst all the members of the Commission, which are the Town of Olds, the Town of Sundre, the Town of Carstairs, the Town of Didsbury, the Village of Cremona, Mountain View County and Mountain View Regional Waste Management Commission respecting certain governance and financial matters concerning the operation of the Commission;
- (o) **"Non-Acceptable Waste"** referred to in Schedule "B".
- (p) **"Rates"** means those rates for acceptance of Waste that are set by the Commission for each calendar year, which notification of any changes are to be provided by September 30<sup>th</sup> of each year;
- (q) **"Recycling Centres"** means a site manned or unmanned that collects Waste for the future purpose of Waste diversion or recycling;
- (r) **"Waste"** means any solid material or product or combination of them that is intended to be treated or disposed of or that is intended to be stored and then treated or disposed of, that originates from within the Municipality's municipal boundaries, but expressly excludes:
  - (i) any Liquid; and
  - (ii) Hazardous Waste;
- (s) **"Waste Management Facilities"** means the methods and tools used to achieve the purposeful, systematic control of the generation, separation, treatment, processing, recycling, recovery and disposal of waste at landfill located at NW 25-31-2-W5;
- (t) **"Waste Services"** means those services to be provided by the Commission as further enumerated in the attached Schedule "A";
- (u) **"Waste Transfer Station"** means that Waste Transfer Station owned and either operated by the Commission or by such third party contracted by the Commission to operate the Waste Transfer Station on behalf of the Commission whereby Waste is delivered for the Commission to accept and process at the Waste Management Facilities.

## **ARTICLE 2 - OBLIGATIONS OF THE MUNICIPALITY**

### **2.1 Municipality's Obligations**

The Municipality will:

- (a) at its sole expense, deliver Waste to the Delivery Point for disposal by the Commission pursuant to this Agreement;
- (b) use its commercially reasonable best efforts to not permit the delivery of any Hazardous Waste or Liquid to the Delivery Point separately or intermingled with the Waste delivered to the Delivery Point;
- (c) pay to the Commission, all charges owing to the Commission pursuant to this Agreement, including, without restriction, the Rates within thirty (30) days of receipt of invoice from the Commission.

## **ARTICLE 3 - OBLIGATIONS OF THE COMMISSION**

### **3.1 Commission's Obligations**

The Commission will:

- (a) provide the Waste Services for the Municipality;
- (b) at its sole cost and expense, maintain all necessary permits, licenses, consents and approvals required by all authorities having jurisdiction with respect to the operation of the Waste Management Facilities;
- (c) weigh all Waste that is delivered to the Delivery Point; and
- (d) provide true copies of the annual financial statements of the operation of the Waste Management Facilities and all documentation and correspondence relating to the calculation of the Rates upon receipt of written request therefore from the Municipality.

## **ARTICLE 4 - INSURANCE**

### **4.1 Commission's Insurance Obligations**

The Commission, at its sole cost and expense take out and keep in full force and effect:

- (a) comprehensive general liability insurance with inclusive limits of not less than five million (\$5,000,000.00) dollars; and

- (b) any other form of insurance which the Commission may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent party under similar circumstances would insure.

#### **4.2 No Limitation of Liability**

The acquisition and maintenance by the Commission of the insurance policies as required pursuant to this Article shall, in no matter whatsoever, limit or restrict the liability of the Commission under this Agreement.

### **ARTICLE 5 - TERM AND RATES**

#### **5.1 Term**

The Commission shall continuously accept Waste from the Municipality until either:

- (a) the Commission ceases the acceptance of any Waste from all sources because either:
  - (i) the Landfill can no longer accept Waste due to the Governmental Approvals and the Applicable Laws;
  - (ii) the Commission no longer has any ability to accept Waste; or
  - (iii) the Municipality has defaulted on its obligations in either this Agreement or in the Membership Agreement;
- (b) the Municipality provides no less than six (6) months' written notice to the Commission that it will cease to deliver Waste to the Delivery Point;
- (c) the Commission lawfully terminates this Agreement pursuant to the express terms of this Agreement; or
- (d) the parties mutually agree to terminate this Agreement.

### **ARTICLE 6 - RATES AND FEES**

#### **6.1 Rates**

- (a) The Commission shall set Rates annually.
- (b) The Commission shall publish the Rates no later than September 30, which change of Rates shall come into effect as of January 1 for the following year.

## **6.2 Invoicing of Rates**

The Commission shall provide invoices to the Municipality which shall include the following information:

- (a) the volume of Waste accepted by the Commission at the Delivery Point;
- (b) the amount owed by the Municipality to the Commission for the Fees for Service.

## **ARTICLE 7 - SUSPENSION OF SERVICE**

### **7.1 Event of Suspension**

The following shall constitute an Event of Suspension if:

- (a) the Waste violates any Applicable Laws;
- (b) the Municipality breaches the terms of either this Agreement or the Membership Agreement; or
- (c) the Waste delivered to the Waste Management Facilities that the Commission chooses not to accept.

### **7.2 Remedies in an Event of Suspension**

Without prejudice to any other remedy which the Commission may have against the Municipality if an Event of Suspension occurs, the Commission may:

- (a) take whatever steps are reasonably necessary to rectify the Event of Suspension and in such event the costs of taking such steps as are reasonably necessary to rectify such situation plus an administrative charge of twenty (20%) percent of such costs, shall be payable by the Municipality to the Commission on demand; and
- (b) in addition to all remedies available to Commission, after providing the Municipality with written notice of its intention to refuse to accept delivery of Waste, the Commission may refuse to accept delivery of Waste from the Municipality until the Event of Suspension is remedied by either the Municipality or by the Commission pursuant to Section 7.2(a) hereof.

## **ARTICLE 8 - FORCE MAJEURE**

### **8.1 Force Majeure**

If the parties shall fail to meet their respective obligations hereunder within the respective time prescribed therefor and such failure shall be directly caused or materially contributed to by Force Majeure, such failure shall be deemed not to be a breach of the obligations of such party, provided

that, in such event, such party shall use its commercially reasonable efforts to put itself in a position to carry out its obligations hereunder as soon as reasonably possible, to the extent that it is within its power.

**ARTICLE 9 - GENERAL**

**9.1 Notices**

(a) Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing.

(b) Any Notice required or permitted hereunder shall be sent to the intended recipient at its address as follows:

(i) to the Commission:  
Mountain View Regional Waste Management Commission  
PO Box 2130  
Didsbury, Alberta T0M 0W0

Attention: CAO  
Fax: (403) 335-4901  
E-mail: mvrwmc@airenet.com

(ii) to the Municipality:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_  
Fax: (403) \_\_\_\_\_  
E-mail: \_\_\_\_\_

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

(c) Notice shall be served by one of the following means:

(i) by delivering it to the party on whom it is to be served. Notice delivered in this manner shall be deemed received when actually delivered to such party;

(ii) if delivered to a corporate party, by delivering it to the address specified in (c)(ii) during normal business hours. Notice delivered in this manner shall be deemed received when actually delivered;

(iii) by fax or email to the party on whom it is to be served. Notice delivered in this manner shall be deemed received on the earlier of:

- A. if transmitted before 3:00 p.m. on a Business Day, on that Business Day; or
  - B. if transmitted after 3:00 p.m. on a Business Day, on the next Business Day after the date of transmission; or
- (iv) by mailing via first class registered post, postage prepaid, to the party to whom it is served. Notice so served shall be deemed to be received five (5) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

## **9.2 Governing Law**

This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

## **9.3 Time of Essence**

Time shall be of the essence of this Agreement.

## **9.4 Preamble and Schedules**

The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that same and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement:

- Schedule "A" - Waste Services
- Schedule "B" - Non - Acceptable Waste

## **9.5 Headings**

The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

## **9.6 Relationship between Parties**

Nothing contained herein shall be deemed or construed by the parties nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties, it being understood and agreed that none of the provisions contained herein nor any act of the parties shall be deemed to create any relationship between

the parties other than an independent service agreement between the two parties at arm's length.

### **9.7 Obligations**

Except as may from time to time be expressly stated in writing by the one party, the other party has no Commission to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

### **9.8 Further Assurances**

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

### **9.9 Amendments**

This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

### **9.10 Waiver**

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

### **9.11 Counterparts**

This Agreement may be executed and delivered in any number of counterparts, by facsimile copy, by electronic or digital signature or by other written acknowledgement of consent and agreement to be legally bound by its terms. Each counterpart when executed and delivered will be considered an original but all counterparts taken together constitute one and the same instrument.

### **9.12 Statutory Reference**

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

### **9.13 Unenforceability**

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

### **9.14 Survival**

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

### **9.15 Remedies Generally**

Mention in this Agreement of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative.

### **9.16 Payment of Monies**

The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds and that any tender of monies or documents hereunder may be made upon the solicitors acting for the party upon whom the tender is desired and it shall be sufficient that a negotiable bank draft or solicitor's trust cheque is tendered instead of cash.

### **9.17 GST Exclusive**

All amounts payable hereunder will be exclusive of any goods and services tax ("GST") payable thereon.

### **9.18 Singular, Plural and Gender**

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.

### **9.19 Binding Effect**

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

**9.20 Assignment**

Neither party shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from the other party, such consent which shall not be unreasonably withheld.

**9.21 Requests for Consent**

Each party shall provide any decision with regard to a request for consent in a timely manner.

**9.22 Construction**

This Agreement shall be interpreted according to its fair construction and shall not be construed as against any party hereto.

**IN WITNESS WHEREOF** the parties have hereunto set their seals duly attested to by the hands of their properly authorized officers in that behalf effective as at the day and year first above written.

**MOUNTAIN VIEW REGIONAL WASTE  
MANAGEMENT COMMISSION**

Per:

\_\_\_\_\_

Per:

\_\_\_\_\_

Per:

\_\_\_\_\_

Per:

\_\_\_\_\_

## **SCHEDULE "A"**

### **WASTE SERVICES**

Without limiting the generality of anything contained in this Agreement, the Commission shall provide the following Waste Services to the Municipality:

1. The Commission agrees to accept Waste delivered to the Landfill and Waste Transfer Stations and dispose of the same in accordance with the permits obtained by the Commission and maintained in force from time to time;
2. The Commission will oversee operations regarding Waste recycling and Waste diversion at each of the Waste Management Facilities;
3. Unmanned Recycling Centres are the responsibility of each Municipality for the maintenance of these facilities within their Municipal Boundaries. The collection of recyclables from the Unmanned Recycling Centres is the responsibility of the Commission;
4. Invoice the Members for its Waste delivered and transported for disposal of at the Waste Management Facilities. Invoice the Members for its Recycling delivered at all sites, manned and unmanned for the purpose of transporting and processing of these items. (the list of recycled items that will be charged for will include but not be limited to: cardboard, paper products, tin cans, glass, plastic, paint, household hazardous waste, anti-freeze, fluorescent bulbs, batteries, propane tanks, waste oil, oil filters and empty oil containers);
5. Operate the Waste Management Facilities during the hours of operation as set forth on the Commission's website. The Commission shall provide the Municipality with no less than three (3) months' written notice of any change to the hours of operation.

## SCHEDULE "B"

### NON-ACCEPTABLE WASTE

Waste that is not accepted at the Waste Management Facilities includes but is not limited to:

- (a) the Waste delivered to the Waste Management Facilities that contains sulphur; or
- (b) the Waste delivered to the Waste Management Facilities that contains any bovine.



## REQUEST FOR DECISION

**COUNCIL DATE:** January 16, 2017

**AGENDA ITEM:**

**SUBJECT:** Mountain View Regional Waste Management Commission – Membership Agreement

**ORIGINATING DEPARTMENT:** Corporate Services

### **BACKGROUND/PROPOSAL:**

The proposed membership agreement replaces the agreement signed by all members in 2015. The 2015 agreement will have to be rescinded as part of approving the new membership agreement.

The following members have approved the new membership agreement:

Town of Olds – November 14, 2016

Village of Cremona – November 15, 2016

Town of Carstairs – December 12, 2016

Town of Didsbury and Mountain View County have not approved the proposed agreement as at the time of this report.

### **DISCUSSION/OPTIONS:**

The proposed agreement updates the existing agreement and will replace the 2015 agreement. As stated in the preamble “the members wish to establish their respective obligations to each other and to the Commission, all as set forth in this Membership Agreement.”

The Commission Board, all CAOs and legal services have reviewed this agreement and the Waste Services agreement and now each individual member to the Commission is being asked to approve the agreement.

Differences between the approved agreement and the proposed agreement focus in Sections 2.03 to 2.05. These are new in the proposed agreement and deal with the payment of deficiency funding, obligations to pay for deficiency funding and non-payments.

### **RECOMMENDATION:**

Administration recommends Council approve the proposed Membership Agreement with Mountain View Regional Waste Management Commission.

Changes in the proposed agreement clarify how the Commission will deal with deficiency funding and non-payments by members to the agreement.



**COSTS/SOURCE OF FUNDING:**

There is no additional cost to the Town in approving the proposed Membership Agreement with Mountain View Regional Waste Management Commission.

**MOTION:**

The Town of Sundre Council enter into a new membership agreement between Mountain View Regional Waste Management Commission, Mountain View County, Town of Olds, Town of Didsbury, Town of Carstairs, Town of Sundre and the Village of Cremona for the provision of solid waste management services.

**ALTERNATIVE ACTIONS:**

**ATTACHMENTS:**

Proposed New Membership Agreement  
Existing Membership Agreement (2015)

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REVIEWED AND APPROVED FOR SUBMISSION TO COUNCIL

Interim CAO Approval: Angie Lucas

Date: January 4, 2017

## MEMBERSHIP AGREEMENT

THIS AGREEMENT made effective the \_\_\_\_ day of \_\_\_\_\_, 2016

### AMONG:

Each of:  
**MOUNTAIN VIEW COUNTY**  
**TOWN OF CARSTAIRS**  
**TOWN OF DIDSBURY**  
**TOWN OF OLDS**  
**TOWN OF SUNDRE**  
**VILLAGE OF CREMONA**  
(hereinafter referred to as the "**Members**")

- and -

**MOUNTAIN VIEW REGIONAL WASTE MANAGEMENT COMMISSION**  
(hereinafter referred to as the "**Commission**")

### WHEREAS:

- A. This Agreement replaces the previously signed Agreement dated December 31, 2015;
- B. The Members have caused the Commission to be formed to provide solid waste management services for the benefit of the Members; and
- C. The Members wish to establish their respective obligations to each other and to the Commission, all as set forth in this Membership Agreement.

NOW THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the mutual agreements and conditions herein contained the parties hereby agree as follows:

### ARTICLE 1 – INTERPRETATION

#### Section 1.01 – Definitions

In this Agreement, the following terms have the following meanings:

- (a) "**Board**" means the Board of Directors of the Commission;
- (b) "**Bylaws**" means the Bylaws of the Commission as from time to time amended or restated;
- (c) "**Commission**" means Mountain View Regional Waste Management Commission;
- (d) "**Defaulting Member**" has the meaning as ascribed thereto in Section 2.05;
- (e) "**Deficiency**" has the meaning as ascribed thereto in Section 2.02;
- (f) "**Deficiency Funding**" means the amount of money required by the Commission to pay for or partially pay for, a Deficiency. Deficiency funding shall be governed by Section 602.21 of the Municipal Government Act.
- (g) "**Director(s)**" means the person(s) who is/are from time to time elected or appointed as Director(s) of the Commission;
- (h) "**Fees for Service**" means the fees that will be established by the Board as part of the budget by September 30<sup>th</sup> each year.
- (i) "**Funding Formula**" means that amount of a Deficiency Funding that shall be set and levied against each Member, which shall be based on the population of each Member in accordance with the census information as published by Federal Census. Payments are based on a per capita.

- (j) **"Hazardous Waste"** has the meaning as ascribed to both the following terms;
  - (i) "hazardous recyclable", and
  - (ii) "hazardous waste",  
in the *Waste Control Regulation*, Alberta Regulation 192/96 as enacted pursuant to the *Environmental Protection and Enforcement Act* (Alberta), as amended from time to time;
- (k) **"Interest Rate"** means the Alberta Treasury Branches prime rate, plus six (6%) percent;
- (l) **"Liquid"** has the meaning as the term "liquid" has in the *Waste Control Regulation*, Alberta Regulation 192/96 as enacted pursuant to the *Environmental Protection and Enforcement Act* (Alberta), as amended from time to time;
- (m) **"Members"** mean collectively, the Mountain View County, Town of Carstairs, Town of Didsbury, Town of Olds, Town of Sundre and Village of Cremona and **"Member"** means any one of them;
- (n) **"Membership Application"** mean that application from a municipality who wishes to join the Commission as a Member;
- (o) **"MGA"** means the Municipal Government Act RSA 2000 c. M-26, as amended from time to time;
- (p) **"Parties"** means the parties to this Agreement;
- (q) **"Proposed Member"** has the meaning as ascribed thereto in Section 3.01;
- (r) **"Regulation"** means Mountain View Regional Waste Management Commission Regulation, Alberta Regulation 43/2001, as amended from time to time;
- (s) **"Waste"** means any solid material or product or combination of them that is intended to be treated or disposed of or that is intended to be stored and then treated or disposed of, that originates from within the Members' municipal boundaries, but expressly excludes:
  - (i) any Liquid; and
  - (ii) Hazardous Waste;
- (t) **"Waste Agreement"** means any agreement between the Commission and a Member for the Commission's acceptance and treatment of Waste as delivered to it by a Member;
- (u) **"Waste Management Facilities"** means the methods and tools used to achieve the purposeful, systematic control of the generation, separation, treatment, processing, recycling, recovery and disposal of waste at landfill located at NW 25-31-2-W5;
- (v) **"Withdrawal Notice"** has the meaning as ascribed thereto in Section 5.01; and
- (w) **"Withdrawing Member"** has the meaning as ascribed thereto in Section 5.01.

#### **Section 1.02 - Conflict**

In the event of any conflict between the provisions of this Agreement and the Bylaws, the provisions of this Agreement shall govern. The Member agrees to vote so as to cause the Bylaws to be amended to resolve any such conflict in favour of the provisions of this Agreement. If there is a conflict with the Member, then it is between the Member and that Member municipality. It does not affect the decisions of the Commission.

## **ARTICLE 2 – MEMBER’S FINANCING**

### **Section 2.01 - Statement of Intention**

The Commission and its Members covenant and agrees to:

- (a) Provide capital, operating and reserve funds required to construct, maintain, manage, operate, use and replace the Waste Management Facilities and all ancillary assets, shall be provided pursuant to the revenue that the Commission receives for the operation of the Waste Management Facilities.
- (b) Meet annually with the Commission.

### **Section 2.02 - Determination of Deficiency**

- (a) Notwithstanding the statement of intention in Section 2.01 hereof, upon completion of the Commission’s capital budget or operating budget, the Board will determine if there is a deficiency of funds to pay for expenditures that the Board determines is necessary, which may include, but is not limited to the proper operation of the Waste Management Facilities, payment for particular capital upgrades or payment for certain operational expenditures (the “**Deficiency**”). Upon the Board resolving that there is a Deficiency, the Deficiency Funding request will be forwarded to each Council:
  - (i) The Parties acknowledge that in the establishment of a capital budget or an operating budget that they must comply with Section 602.21 of the Act.
  - (ii) All Deficiency Funding will be paid based on the Funding Formula.

### **Section 2.03 - Payment of Deficiency Funding**

Upon receipt of written notice provided by the Board to the Members for a Deficiency Funding to pay for all, or a portion of the Deficiency, each Member shall pay to the Commission its Advance, as calculated in accordance with the Funding Formula invoiced quarterly and paid within 30 days of the invoice.

### **Section 2.04 - Obligation to Pay Deficiency Funding**

Each Member shall have the responsibility to pay an Advance, upon receipt of a notice herein, even if at the time:

- (a) a Member disagrees with:
  - (i) the need for payment of the Deficiency Funding; or
  - (ii) the determination of the amount of the Deficiency;
- (b) a Member is in default of any of its obligations to the Commission;
- (c) the Director that was appointed by a Member, disagrees with:
  - (i) the need for payment of the Deficiency Funding; or
  - (ii) the determination of the amount of the Deficiency; or
- (d) a Member is no longer a Member of the Commission.

### **Section 2.05 - Non-Payment**

Should a Member (a “**Defaulting Member**”) not pay any amount owing to the Commission, which shall include, but not be limited to, any amounts owing to the Commission pursuant to either this Agreement or a Waste Agreement, the Commission may, at the Commission’s sole discretion:

- (a) Avail itself of its rights pursuant to the terms of the Waste Agreement, which may include, but not be limited to, the suspension of acceptance of Waste from the defaulting Member;
- (b) Charge interest to the Defaulting Member on the outstanding amounts at the Interest Rate. Any unpaid amount and the accrued interest thereon are recoverable as a debt due to the Commission; and
- (c) Serve notice on the Defaulting Member that the director that it has appointed to the Board shall have no vote on any matters put before the Board until the default is remedied.

### **ARTICLE 3 – NEW MEMBERS**

#### **Section 3.01 – Applying for Membership**

Another municipality who is not a Member may make an application to the Commission to join the Commission as a Member (the “**Proposed Member**”) by submitting a Membership Application. Upon the Commission’s receipt of an application, the Board shall determine which additional information that is relevant to processing of that application for Membership, which may include, but not be limited to:

- (a) A capital payment from the Proposed Member to the Commission for its anticipated proportionate share of the value of the capital assets of the Commission. The Board shall be the party to determine what this respective proportion shall be;
- (b) Such additional fees that shall be payable by the Proposed Member to the Commission to fully pay the Commission’s anticipated fees, including, but not limited to, such third party accounting fees and legal fees on a solicitor and his own client full indemnity basis, such that the Commission can properly review and consider the Membership Application;
- (c) Receipt of a certified council resolution of the Proposed Member which acknowledges and approves of the anticipated capital payment owed by the Proposed Member to the Commission and the anticipated tippage rates to be charged by the Commission to the Proposed Member for the acceptance of Waste by the Commission; and
- (d) Any other information that the Board deems is relevant to consider the Membership Application.

#### **Section 3.02 – Member’ Support of Membership Application**

Upon the Board’s review that a Membership Application should be forwarded for consideration, the Board shall send same to each Member for their respective approval. The Members agree that a simple majority of the Members, as evidenced by certified council resolutions from each of them, shall be sufficient to support the Membership Application.

#### **Section 3.03 – Ministerial Review**

- (a) Only if the Proposed Member has obtained the consent as set forth in Section 3.01 and 3.02 hereof, shall the Commission and Proposed Member jointly make a recommendation to the Minister of Municipal Affairs to support the addition of the Proposed Member as another Member of the Commission in accordance with the terms and conditions as deliberated upon by both the Members and the Board.
- (b) In the event that the Minister of Municipal Affairs proposes different terms regarding the:
  - i) governance;
  - (ii) operations;
  - (iii) administration; or
  - (iv) financing;

of the Commission than what the Board and the Members deliberated upon, any of the Members or the Board may rescind their support for the Proposed Member's application.

**Section 3.04 – Acknowledgment**

All parties agree and acknowledge that despite any support provided for a Membership Application that the approval of same shall be within the sole and absolute discretion of the Minister of Municipal Affairs.

**ARTICLE 4 - DISPUTE RESOLUTION PROCEDURE**

**Section 4.01 - Dispute Resolution Procedure**

Any dispute which may arise between the Members hereto, shall be determined in accordance with the provisions of the dispute resolution procedure attached hereto as Schedule "A".

**ARTICLE 5 – WITHDRAWAL OF MEMBERS**

**Section 5.01 – Withdrawal Notice**

- (a) Any Member (a "**Withdrawing Member**") may submit a written notice along with a certified council resolution evidencing the same, to the Commission of its withdrawing from the Commission (a "**Withdrawal Notice**").
- (b) The written notice as aforesaid by the Withdrawing Member must be received by the Commission and the other Member municipalities by June 30<sup>th</sup> of a Calendar year. The effective date of withdrawal may only be December 31<sup>st</sup> of any year.
- (c) Notwithstanding the foregoing notice, the notice shall only be effective as of the date that the Minister of Municipal Affairs amends the Regulation, removing the Withdrawing Member from the Regulation.

**Section 5.02 – Effect of Withdrawal Notice**

- (a) Upon a Withdrawing Member providing the Withdrawal Notice, that Withdrawing Member:
  - (i) Agrees and acknowledges that any director as appointed by the Withdrawing Member shall have no vote at the Board concerning any capital budget or operation budget which shall take effect after when the Withdrawing Member's departure from the Commission;
  - (ii) Shall meet with the Commission to determine that Withdrawing Member's proportionate responsibility for:
    - (A) Reclamation obligations of any component of the Waste Management Facilities that the Withdrawing Member should be responsible for, in accordance with its proportionate amount as set forth in the Funding Formula;
    - (B) Any unfunded capital obligations of the Commission that the Commission has committed to incur in contemplation prior to the Withdrawal Notice, but in expectation of the Withdrawing Member continuing to be a Member of the Commission; and
    - (C) Any other amount that is reasonable for the Withdrawing Member to incur.
- (b) In the event that the Withdrawing Member and the Commission are unable to mutually agree upon those costs as set forth in Section 2.05 hereof, the resolution of this amount shall be determined as accordance with the Dispute Resolution Procedure as set forth herein.

**ARTICLE 6 - GENERAL PROVISIONS**

**Section 6.01 - Notices**

- (a) Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing.
- (b) Any Notice required or permitted hereunder shall be sent to the intended recipient at its address as follows:
  - (i) **Mountain View County:**  
PO Bag 100  
Didsbury, Alberta  
T0M 0W0  
Attention: Chief Administrative Officer  
Fax: (403) 335-9207  
E-mail: mvadmin@mvcountry.com
  - (ii) **Town of Carstairs:**  
PO Box 370  
Carstairs, Alberta  
T0M 0N0  
Attention: Chief Administrative Officer  
Fax: (403) 337-3343  
E-mail: amyp@carstairs.ca
  - (iii) **Town of Didsbury:**  
PO Box 790  
Didsbury, Alberta  
T0M 0W0  
Attention: Chief Administrative Officer  
Fax: (403) 335-9794  
E-mail: inquiries@didsbury.ca
  - (iv) **Town of Olds:**  
4512 – 46 Street  
Olds, Alberta  
T4H 1R5  
Attention: Chief Administrative Officer  
Fax: (403) 556-6537  
E-mail: admin@olds.ca
  - (v) **Town of Sundre:**  
PO Box 420  
Sundre, Alberta  
T0M 1X0  
Attention: Chief Administrative Officer  
Fax: (403) 638-2100  
E-mail: townmail@sundre.com
  - (vi) **Village of Cremona:**  
PO Box 10  
Cremona, Alberta  
T0M 0R0  
Attention: Chief Administrative Officer  
Fax: (403) 637-2101  
E-mail: inquiry@cremona.ca

(vii) **Mountain View Regional Waste Management Commission:**  
PO Box 2130  
Didsbury, Alberta  
T0M 0W0  
Attention: Chief Administrative Officer  
Fax: (403) 335-2061  
E-mail: mvrwmc@airenet.com

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

(c) Notice shall be served by one of the following means:

- (i) by delivering it to the Party on whom it is to be served. Notice delivered in this manner shall be deemed received when actually delivered to such Party;
- (ii) if delivered to a corporate party, by delivering it to the address specified in (b) during normal business hours. Notice delivered in this manner shall be deemed received when actually delivered;
- (iii) by fax or email to the Party on whom it is to be served. Notice delivered in this manner shall be deemed received on the earlier of:
  - (A) if transmitted before 3:00 p.m. on a Business Day, on that Business Day; or
  - (B) if transmitted after 3:00 p.m. on a Business Day, on the next Business Day after the date of transmission; or
- (iv) by mailing via first class registered post, postage prepaid, to the party to whom it is served. Notice so served shall be deemed to be received five (5) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

#### **Section 6.02 - Governing Law**

This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

#### **Section 6.03 - Time of Essence**

Time shall be of the essence of this Agreement.

#### **Section 6.04 - Preamble and Schedules**

The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that same and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement:

Schedule "A" - Dispute Resolution Procedure.

#### **Section 6.05 - Headings**

The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

**Section 6.06 - No Authority**

Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

**Section 6.07 - Further Assurances**

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

**Section 6.08 - Amendments**

This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

**Section 6.09 - Waiver**

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

**Section 6.10 - Counterparts**

This Agreement may be executed and delivered in any number of counterparts, by facsimile copy, by electronic or digital signature or by other written acknowledgement of consent and agreement to be legally bound by its terms. Each counterpart when executed and delivered will be considered an original but all counterparts taken together constitute one and the same instrument.

**Section 6.11 - Statutory Reference**

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

**Section 6.12 - Unenforceability**

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

**Section 6.13 - Survival**

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

**Section 6.14 - Remedies Generally**

Mention in this Agreement of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative.

**Section 6.15 - Payment of Monies**

The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds and that any tender of monies or documents hereunder may be made upon the solicitors acting for the party upon whom the tender is desired and it shall be sufficient that a negotiable bank draft or solicitor's trust cheque is tendered instead of cash.

**Section 6.16 - Singular, Plural and Gender**

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.

**Section 6.17 - Binding Effect**

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

**Section 6.18 - Assignment**

No party shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from the other parties, such consent which may be arbitrarily withheld.

**Section 6.19 - Requests for Consent**

Each party shall provide any decision with regard to a request for consent in a timely manner.

**Section 6.20 - Construction**

This Agreement shall be interpreted according to its fair construction and shall not be construed as against any party hereto.

**IN WITNESS WHEREOF** the parties have hereunto executed this Agreement under their respective corporate seals and by the hands of their proper officers duly authorized in that regard effective as of the day and year first above written notwithstanding the actual date or dates of execution hereof.

**MOUNTAIN VIEW COUNTY**

Per:  
\_\_\_\_\_

Per:  
\_\_\_\_\_

**TOWN OF DIDSBURY**

Per:  
\_\_\_\_\_

Per:  
\_\_\_\_\_

**TOWN OF CARSTAIRS**

Per:  
\_\_\_\_\_

Per:  
\_\_\_\_\_

**TOWN OF OLDS**

Per:  
\_\_\_\_\_

Per:  
\_\_\_\_\_

**TOWN OF SUNDRE**

Per:

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Per:

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**VILLAGE OF CREMONA**

Per:

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Per:

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**MOUNTAIN VIEW REGIONAL WASTE  
MANAGEMENT COMMISSION**

Per:

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Per:

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## SCHEDULE "A"

### DISPUTE RESOLUTION PROCEDURE

#### 1. Definitions

In this Schedule, in addition to terms defined elsewhere in the Agreement, the following words and phrases have the following meanings:

- (a) **"Arbitrator"** means the person appointed to act as such to resolve any Dispute;
- (b) **"Arbitration"** means a process whereby each of the Parties, with or without legal counsel, agrees to jointly engage and meet with an Arbitrator who will render a binding decision in respect of any Disputes;
- (c) **"Disclosed Information"** means the information disclosed by a Party for the purpose of settlement, negotiation, Mediation or Arbitration;
- (d) **"Mediation"** means a process whereby a Representative of each Party, with or without legal counsel, agrees to jointly engage the services and meet with a Mediator to participate in a mediation, conciliation or similar dispute resolution process;
- (e) **"Mediator"** means the person appointed to facilitate the resolution of a Dispute between the Parties;
- (f) **"Representative"** means an individual who has no direct operational responsibility for the matters comprising the Dispute, who holds a senior position with a Party and who has full authority to settle a Dispute.

#### 2. Principles of Dispute Resolution

The Parties acknowledge and agree that:

- (a) in any business relationship a difference of opinion or interpretation or a divergence of interest may arise;
- (b) the Parties are committed to resolving any disputes in a non-adversarial, informal and cost efficient manner;
- (c) the following process shall apply in respect of Disputes which are either referred to, or are required by the terms of this Agreement to be resolved in accordance with, the Dispute Resolution Procedure; and
- (d) the Parties shall make all reasonable efforts to resolve all Disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate these negotiations as further contemplated within this Schedule.

#### 3. Dispute Process

In the event of any Dispute, the Parties agree that they shall undertake a process to promote the resolution of a Dispute in the following order:

- (a) first, by negotiation;
- (b) second, by way of Mediation; and
- (c) third, if agreed to mutually by the parties, by Arbitration.

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

#### 4. Negotiation

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

#### 5. Mediation:

- (a) If the Representatives cannot resolve the Dispute through negotiation within such thirty (30) day period, then the Dispute shall be referred to Mediation.
- (b) In such event, either Party shall be entitled to provide the other Party with a written notice ("**Mediation Notice**") specifying:
  - (i) the subject matters remaining in Dispute, and the details of the matters in Dispute that are to be mediated; and
  - (ii) the nomination of an individual to act as the Mediator.
- (c) The Parties shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a Mediator.
- (d) Where a Mediator is appointed, the Parties shall submit in writing their Dispute to the Mediator, and afford to the Mediator access to all records, documents and information the Mediator may reasonably request. The Parties shall meet with the Mediator at such reasonable times as may be required and shall, through the intervention of the Mediator, negotiate in good faith to resolve their dispute. All proceedings involving a Mediator are agreed to be without prejudice, and the cost of the Mediator shall be shared equally between the Parties.
- (e) In the event that
  - (i) the Parties do not agree on the appointment of a Mediator within thirty (30) days of the Mediation Notice;
  - (ii) the Mediation is not completed within thirty (30) days after the appointment of the Mediator; or
  - (iii) the Dispute has not been resolved within sixty (60) days from the date of receipt of the Dispute Notice;

either Party may by notice to the other withdraw from the Mediation process and in such event the Dispute shall be deemed to have failed to be resolved by Mediation.

#### 6. Arbitration:

- (a) If Mediation fails to resolve the Dispute, the Dispute shall be submitted to binding Arbitration. Either of the Parties may provide the other Party with written notice ("**Arbitration Notice**") specifying:
  - (i) the subject matters remaining in Dispute and the details of the matters in Dispute that are to be arbitrated; and
  - (ii) the nomination of an individual to act as the Arbitrator.
- (b) Within fourteen (14) days following receipt of the Arbitration Notice, the other Party shall, by written notice, advise as to which matters stated in the Arbitration Notice it accepts and with which matters it disagrees and shall also advise whether it agrees with the resolution of the disputed items by Arbitration, and whether it agrees with the Arbitrator selected by the initiating Party or provide the

name of one Arbitrator selected by that other Party. Should the Parties fail to agree to resolve any disputed items by Arbitration, this Dispute Resolution Process shall come to an end.

- (c) Subject to agreement of the Parties to resolve any disputed items by Arbitration as contemplated above the Parties shall, within thirty (30) days of the Arbitration Notice, jointly nominate or agree upon an Arbitrator.
- (d) Should the Parties fail to agree on a single arbitrator within the fourteen (14) day period referred to above, then either Party may apply to a Justice of the Court of Queen's Bench of Alberta to have the arbitrator appointed.
- (e) The terms of reference for Arbitration shall be those areas of dispute referred to in the Arbitration Notice, and the receiving Party's response thereto.
- (f) The Arbitrator shall conduct the Arbitration in accordance with the commercial arbitration rules (the "Rules") established from time to time by the Alternative Dispute Resolution Institute of Canada Inc., unless the Parties agree to modify the same pursuant to any arbitration agreement. The Arbitration Act (Alberta) shall apply to all Arbitrations but if there is a conflict between the Rules and the provisions of the Act, the Rules shall prevail. Notwithstanding the foregoing, any such Arbitration shall be conducted in the English language.
- (g) The Arbitrator shall proceed to hear and render a written decision concerning any Dispute within:
  - (i) forty-five (45) days, if the subject matter of the Dispute is less than \$250,000.00; or
  - (ii) ninety (90) days, if the subject matter of the Dispute is greater than \$250,000.00.
- (h) The Arbitrator has the right to award solicitor-client costs against the unsuccessful Party and to award interest but does not have the right to award punitive, consequential or other exemplary damages.
- (i) The Arbitrator's decision is final and binding but is subject to appeal or review by any court of proper jurisdiction only with respect to an allegation of fraud.
- (j) Judgment upon any award (an "Award") rendered in any such Arbitration may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the Award and an enforcement order, as the laws of such jurisdiction may require or allow.
- (k) The Parties acknowledge and agree that, where a Dispute involves a Claim for injunctive relief, a Party may refer such matter to Arbitration in accordance with this Schedule or apply to the appropriate court for relief.

## **7. Participation**

The Parties and their Representatives will participate in good faith in the negotiation, Mediation and, if applicable, Arbitration processes and provide such assistance and Disclosed Information as may be reasonably necessary.

## **8. Location**

The place for Mediation and Arbitration shall be within Mountain View County, or such other location as the Parties may agree.

## **9. Selection of Mediator and Arbitrator**

Without restricting any of the foregoing, if the Parties are unable to agree upon the appointment of a single Mediator or Arbitrator, respectively, within ten (10) days after receipt of the Mediation Notice or Arbitration Notice, as the case may be, either of the Parties may request that a single Mediator or Arbitrator, as the case may be, of suitable training, experience and independence, and who in respect of the subject matter of the Dispute has a reasonable practical understanding, be recommended for appointment by the executive director or other individual fulfilling that role for the

ADR Institute of Canada, Inc. The executive director shall be requested to make this determination within five (5) days of receipt of the request.

**10. Costs**

Subject to clause 6(h) of this Schedule, in the case of Arbitration the Parties shall bear their respective costs incurred in connection with the negotiation, Mediation and, if applicable, Arbitration except that the Parties shall equally share the fees and expenses of the Mediator and Arbitrator and the cost of the facilities required for Mediation and Arbitration.

**11. Disclosed Information**

All Disclosed Information shall be treated as confidential and neither its delivery nor disclosure shall represent any waiver of privilege by a Party disclosing such Disclosed Information. Subject only to the rules of discovery, each Party agrees not to disclose the Disclosed Information to any other Person or for any other purpose. Such Disclosed Information cannot be used in any subsequent proceedings without the consent of the Party who has made the disclosure. The Parties agree that any Representative, Mediator and, if applicable, Arbitrator shall not be subpoenaed or otherwise compelled as a witness in any proceedings for the purpose of testifying with respect to the nature or substance of any dispute resolution process that may arise in relation to any matter that is a subject of this Agreement. Nothing in this Dispute Resolution Procedure shall require a Party to disclose information that is subject to confidentiality provisions with third parties.

**MEMBERSHIP AGREEMENT**

THIS AGREEMENT made effective the 31 day of DEC, 2015

**AMONG:**

Each of:  
**MOUNTAIN VIEW COUNTY  
TOWN OF CARSTAIRS  
TOWN OF DIDSBURY  
TOWN OF OLDS  
TOWN OF SUNDRE  
VILLAGE OF CREMONA**  
(hereinafter referred to as the "**Members**")

**WHEREAS:**

- A. The Members have caused the Commission to be formed to provide solid waste management services for the benefit of the Members; and
- B. The Members wish to establish their respective obligations to each other and to the Commission, all as set forth in this Membership Agreement.

NOW THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the mutual agreements and conditions herein contained the parties hereby agree as follows:

**ARTICLE 1 – INTERPRETATION**

**Section 1.01 - Definitions**

In this Agreement, the following terms have the following meanings:

- (a) "**Advances**" means either:
  - (i) all outstanding loans due and owing from time to time by the Commission to a Member; or
  - (ii) that amount provided by a Member to the Commission, as a grant, which shall not be repayable by the Commission to the Member that provided it;
- (b) "**Board**" means the Board of Directors of the Commission;
- (c) "**Bylaws**" means the Bylaws of the Commission as from time to time amended or restated;
- (d) "**Commission**" means Mountain View Regional Waste Management Commission;
- (e) "**Deficiency Funding**" means the amount of money required by the Board to pay for or partially pay for, a Deficiency. Deficiency funding shall be governed by Section 602.21 of the Municipal Government Act.
- (f) "**Defaulting Member**" has the meaning as ascribed thereto in Section 2.06;
- (g) "**Deficiency**" has the meaning as ascribed thereto in Section 2.02;
- (h) "**Director(s)**" means the person(s) who is/are from time to time elected or appointed as Director(s) of the Commission;

- (i) "**Funding Formula**" means that amount of Deficiency Funding that shall be set and levied against each Member, which shall be based on the population of each Member in accordance with the census information as published by Federal Census. Payments are based on a per capita.
- (j) "**Hazardous Waste**" has the meaning as ascribed to both the following terms;
  - (i) "hazardous recyclable", and
  - (ii) "hazardous waste",  
in the *Waste Control Regulation, Alberta Regulation 192/96* as enacted pursuant to the *Environmental Protection and Enforcement Act* (Alberta), as amended from time to time;
- (k) "**Interest Rate**" means the Alberta Treasury Branches prime rate, plus six (6%) percent;
- (l) "**Liquid**" has the meaning as the term "liquid" has in the *Waste Control Regulation, Alberta Regulation 192/96* as enacted pursuant to the *Environmental Protection and Enforcement Act* (Alberta), as amended from time to time;
- (m) "**Members**" mean collectively, the Mountain View County, Town of Carstairs, Town of Didsbury, Town of Olds, Town of Sundre and Village of Cremona and "**Member**" means any one of them;
- (n) "**Membership Application**" mean that application from a municipality who wishes to join the Commission as a Member;
- (o) "**MGA**" means the Municipal Government Act RSA 2000 c. M-26, as amended from time to time;
- (p) "**Parties**" means the parties to this Agreement;
- (q) "**Proposed Member**" has the meaning as ascribed thereto in Section 3.01;
- (r) "**Regulation**" means Mountain View Regional Waste Management Commission Regulation, Alberta Regulation 43/2001, as amended from time to time;
- (s) "**Waste**" means any solid material or product or combination of them that is intended to be treated or disposed of or that is intended to be stored and then treated or disposed of, that originates from within the Member's municipal boundaries, but expressly excludes:
  - (i) any Liquid; and
  - (ii) Hazardous Waste;
- (t) "**Waste Agreement**" means any agreement between the Commission and a Member for the Commission's acceptance and treatment of Waste as delivered to it by a Member;
- (u) "**Waste Management Facilities**" means the methods and tools used to achieve the purposeful, systematic control of the generation, separation, treatment, processing, recycling, recovery and disposal of waste at landfill located at NW 25-31-2-W5;
- (v) "**Withdrawal Notice**" has the meaning as ascribed thereto in Section 5.01; and
- (w) "**Withdrawing Member**" has the meaning as ascribed thereto in Section 5.01.

### **Section 1.02 - Conflict**

In the event of any conflict between the provisions of this Agreement and the Bylaws, the provisions of this Agreement shall govern. The Member agrees to vote so as to cause the Bylaws to be amended to resolve any such conflict in favour of the provisions of this Agreement.

## **ARTICLE 2 – MEMBER'S FINANCING**

### **Section 2.01 - Statement of Intention**

The Members covenant and agrees to:

(a) Provide capital, operating and reserve funds required to construct, maintain, manage, operate, use and replace the Waste Management Facilities and all ancillary assets shall be provided pursuant to the revenue that the Commission receives for the operation of the Waste Management Facilities.

(b) Meet annually with the Commission.

### **Section 2.02 - Determination of Deficiency**

(a) Notwithstanding the statement of intention in Section 2.01 hereof, upon completion of the Commission's capital budget or operating budget, the Members may determine that there is a deficiency of funds to pay for expenditures that the Board determines is necessary, which may include, but is not limited to the proper operation of the Waste Management Facilities, payment for particular capital upgrades or payment for certain operational expenditures (the "Deficiency"). Upon the Board resolving that there is a Deficiency, the Deficiency Funding request will be forwarded to each Council:

(i) The Parties acknowledge that in the establishment of a capital budget or an operating budget that they must comply with Section 602.21 of the Act.

(ii) All Deficiency Funding will be paid based on the Funding Formula.

## **ARTICLE 3 – NEW MEMBERS**

### **Section 3.01 – Applying for Membership**

Another municipality who is not a Member may make an application to the Commission to join the Commission as a Member (the "Proposed Member") by submitting a Membership Application. Upon the Commission's receipt of an application, the Board shall determine which additional information that is relevant to processing of that application for Membership, which may include, but not be limited to:

- (a) A capital payment from the Proposed Member to the Commission for its anticipated proportionate share of the value of the capital assets of the Commission. The Board shall be the party to determine what this respective proportion shall be;
- (b) Such additional fees that shall be payable by the Proposed Member to the Commission to fully pay the Commission's anticipated fees, including, but not limited to, such third party accounting fees and legal fees on a solicitor and his own client full indemnity basis, such that the Commission can properly review and consider the Membership Application;
- (c) Receipt of a certified council resolution of the Proposed Member which acknowledges and approves of the anticipated capital payment owed by the Proposed Member to the Commission and the anticipated tippage rates to be charged by the Commission to the Proposed Member for the acceptance of Waste by the Commission; and
- (d) Any other information that the Board deems is relevant to consider the Membership Application.

**Section 3.02 – Member' Support of Membership Application**

Upon the Board's review that a Membership Application should be forwarded for consideration, the Board shall send same to each Member for their respective approval. The Members agree that a simple majority of the Members, as evidenced by certified council resolutions from each of them, shall be sufficient to support the Membership Application.

**Section 3.03 – Ministerial Review**

- (a) Only if the Proposed Member has obtained the consent as set forth in Section 3.01 and 3.02 hereof, shall the Commission and Proposed Member jointly make a recommendation to the Minister of Municipal Affairs to support the addition of the Proposed Member as another Member of the Commission in accordance with the terms and conditions as deliberated upon by both the Members and the Board.
- (b) In the event that the Minister of Municipal Affairs proposes different terms regarding the:
  - i) governance;
  - (ii) operations;
  - (iii) administration; or
  - (iv) financing;

of the Commission than what the Board and the Members deliberated upon, any of the Members or the Board may rescind their support for the Proposed Member's application.

**Section 3.04 – Acknowledgment**

All parties agree and acknowledge that despite any support provided for a Membership Application that the approval of same shall be within the sole and absolute discretion of the Minister of Municipal Affairs.

**ARTICLE 4 - DISPUTE RESOLUTION PROCEDURE**

**Section 4.01 - Dispute Resolution Procedure**

Any dispute which may arise between the Members hereto, shall be determined in accordance with the provisions of the dispute resolution procedure attached hereto as Schedule "A".

**ARTICLE 5 – WITHDRAWAL OF MEMBERS**

**Section 5.01 – Withdrawal Notice**

- (a) Any Member (a "Withdrawing Member") may submit a written notice along with a certified council resolution evidencing the same, to the Commission and Members of its withdrawing from the Commission (a "Withdrawal Notice").
- (b) The written notice as aforesaid by the Withdrawing Member must be received by the Commission and the other member municipalities by June 30<sup>th</sup> of a Calendar year. The effective date of withdrawal may only be December 31<sup>st</sup> of any year.
- (c) Notwithstanding the foregoing notice, the notice shall only be effective as of the date that the Minister of Municipal Affairs amends the Regulation, removing the Withdrawing Member from the Regulation.

**Section 5.02 – Effect of Withdrawal Notice**

- (a) Upon a Withdrawing Member providing the Withdrawal Notice, that Withdrawing Member:
  - (i) Agrees and acknowledges that any director as appointed by the Withdrawing Member shall have no vote at the Board concerning any capital budget or operation budget which shall take effect after when the Withdrawing Member's departure from the Commission;
  - (ii) Shall meet with the Commission to determine that Withdrawing Member's proportionate responsibility for:
    - (A) Reclamation obligations of any component of the Waste Management Facilities that the Withdrawing Member should be responsible for, in accordance with its proportionate amount as set forth in the Funding Formula;
    - (B) Any unfunded capital obligations of the Commission that the Commission has committed to incur in contemplation prior to the Withdrawal Notice, but in expectation of the Withdrawing Member continuing to be a member of the Commission;
    - (C) Any other amount that is reasonable for the Withdrawing Member to incur.
- (b) In the event that the Withdrawing Member and the Commission are unable to mutually agree upon those costs as set forth in Section 5.02(a) hereof, the resolution of this amount shall be determined as accordance with the Dispute Resolution Procedure as set forth herein.

**ARTICLE 6 - GENERAL PROVISIONS**

**Section 6.01 - Notices**

- (a) Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing.
- (b) Any Notice required or permitted hereunder shall be sent to the intended recipient at its address as follows:
  - (i) **Mountain View County:**  
PO Bag 100  
Didsbury, Alberta  
T0M 0W0  
Attention: Chief Administrative Officer  
Fax: (403) 335-9207  
E-mail: mvadmin@mvcountry.com
  - (ii) **Town of Carstairs:**  
PO Box 370  
Carstairs, Alberta  
T0M 0N0  
Attention: Chief Administrative Officer  
Fax: (403) 337-3343  
E-mail: amyp@carstairs.ca

- (iii) **Town of Didsbury:**  
PO Box 790  
Didsbury, Alberta  
T0M 0W0  
Attention: Chief Administrative Officer  
Fax: (403) 335-9794  
E-mail: inquiries@didsbury.ca
  
- (iv) **Town of Olds:**  
4512 -- 46 Street  
Olds, Alberta  
T4H 1R5  
Attention: Chief Administrative Officer  
Fax: (403) 556-6537  
E-mail: admin@olds.ca
  
- (v) **Town of Sundre:**  
PO Box 420  
Sundre, Alberta  
T0M 1X0  
Attention: Chief Administrative Officer  
Fax: (403) 638-2100  
E-mail: townmail@sundre.com
  
- (vi) **Village of Cremona:**  
PO Box 10  
Cremona, Alberta  
T0M 0R0  
Attention: Chief Administrative Officer  
Fax: (403) 637-2101  
E-mail: inquiry@cremona.ca
  
- (vii) **Mountain View Regional Waste Management Commission:**  
PO Box 2130  
Didsbury, Alberta  
T0M 0W0  
Attention: Chief Administrative Officer  
Fax: (403) 335-2061  
E-mail: mvrwmc@airenet.com

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

- (c) Notice shall be served by one of the following means:
  - (i) by delivering it to the Party on whom it is to be served. Notice delivered in this manner shall be deemed received when actually delivered to such Party;
  - (ii) if delivered to a corporate party, by delivering it to the address specified in (b) during normal business hours. Notice delivered in this manner shall be deemed received when actually delivered;
  - (iii) by fax or email to the Party on whom it is to be served. Notice delivered in this manner shall be deemed received on the earlier of:

- (A) if transmitted before 3:00 p.m. on a Business Day, on that Business Day; or
- (B) if transmitted after 3:00 p.m. on a Business Day, on the next Business Day after the date of transmission; or
- (iv) by mailing via first class registered post, postage prepaid, to the party to whom it is served. Notice so served shall be deemed to be received five (5) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

#### **Section 6.02 - Governing Law**

This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

#### **Section 6.03 - Time of Essence**

Time shall be of the essence of this Agreement.

#### **Section 6.04 - Preamble and Schedules**

The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that same and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement:

Schedule "A" - Dispute Resolution Procedure.

#### **Section 6.05 - Headings**

The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

#### **Section 6.06 - No Authority**

Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

#### **Section 6.07 - Further Assurances**

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

#### **Section 6.08 - Amendments**

This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

#### **Section 6.09 - Waiver**

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the

performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on

- 8 -

the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

#### **Section 6.10 - Counterparts**

This Agreement may be executed and delivered in any number of counterparts, by facsimile copy, by electronic or digital signature or by other written acknowledgement of consent and agreement to be legally bound by its terms. Each counterpart when executed and delivered will be considered an original but all counterparts taken together constitute one and the same instrument.

#### **Section 6.11 - Statutory Reference**

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

#### **Section 6.12 - Unenforceability**

If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be

affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

#### **Section 6.13 - Survival**

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

#### **Section 6.14 - Remedies Generally**

Mention in this Agreement of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative.

#### **Section 6.15 - Payment of Monies**

The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds and that any tender of monies or documents hereunder may be made upon the solicitors acting for the party upon whom the tender is desired and it shall be sufficient that a negotiable bank draft or solicitor's trust cheque is tendered instead of cash.

#### **Section 6.16 - Singular, Plural and Gender**

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.

#### **Section 6.17 - Binding Effect**

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

**Section 6.18 - Assignment**

No party shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from the other parties, such consent which may be arbitrarily withheld.

**Section 6.19 - Requests for Consent**

Each party shall provide any decision with regard to a request for consent in a timely manner.

**Section 6.20 - Construction**

This Agreement shall be interpreted according to its fair construction and shall not be construed as against any party hereto.

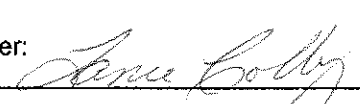
**IN WITNESS WHEREOF** the parties have hereunto executed this Agreement under their respective corporate seals and by the hands of their proper officers duly authorized in that regard effective as of the day and year first above written notwithstanding the actual date or dates of execution hereof.

**MOUNTAIN VIEW COUNTY**

Per: 

Per: 

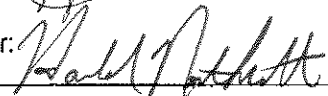
**TOWN OF CARSTAIRS**

Per: 

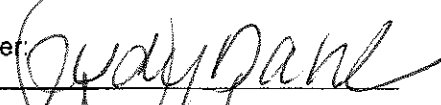
Per: 

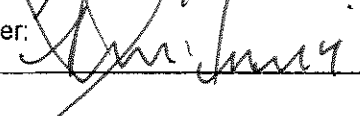
**TOWN OF DIDSBURY**

Per: 

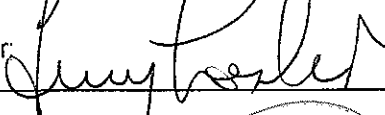
Per: 

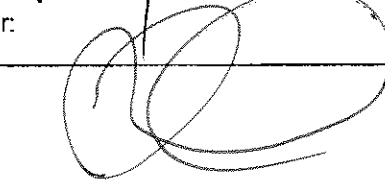
**TOWN OF OLDS**

Per: 


Per: 

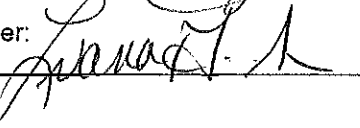
**TOWN OF SUNDRE**

Per: 

Per: 

**VILLAGE OF CREMONA**

Per: 

Per: 

## SCHEDULE "A"

### DISPUTE RESOLUTION PROCEDURE

#### 1. Definitions

In this Schedule, in addition to terms defined elsewhere in the Agreement, the following words and phrases have the following meanings:

- (a) "**Arbitrator**" means the person appointed to act as such to resolve any Dispute;
- (b) "**Arbitration**" means a process whereby each of the Parties, with or without legal counsel, agrees to jointly engage and meet with an Arbitrator who will render a binding decision in respect of any Disputes;
- (c) "**Disclosed Information**" means the information disclosed by a Party for the purpose of settlement, negotiation, Mediation or Arbitration;
- (d) "**Mediation**" means a process whereby a Representative of each Party, with or without legal counsel, agrees to jointly engage the services and meet with a Mediator to participate in a mediation, conciliation or similar dispute resolution process;
- (e) "**Mediator**" means the person appointed to facilitate the resolution of a Dispute between the Parties;
- (f) "**Representative**" means an individual who has no direct operational responsibility for the matters comprising the Dispute, who holds a senior position with a Party and who has full authority to settle a Dispute.

#### 2. Principles of Dispute Resolution

The Parties acknowledge and agree that:

- (a) in any business relationship a difference of opinion or interpretation or a divergence of interest may arise;
- (b) the Parties are committed to resolving any disputes in a non-adversarial, informal and cost efficient manner;
- (c) the following process shall apply in respect of Disputes which are either referred to, or are required by the terms of this Agreement to be resolved in accordance with, the Dispute Resolution Procedure; and
- (d) the Parties shall make all reasonable efforts to resolve all Disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate these negotiations as further contemplated within this Schedule.

#### 3. Dispute Process

In the event of any Dispute, the Parties agree that they shall undertake a process to promote the resolution of a Dispute in the following order:

- (a) first, by negotiation;
- (b) second, by way of Mediation; and
- (c) third, if agreed to mutually by the parties, by Arbitration.

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

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#### 4. Negotiation

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

#### 5. Mediation:

- (a) If the Representatives cannot resolve the Dispute through negotiation within such thirty (30) day period, then the Dispute shall be referred to Mediation.
- (b) In such event, either Party shall be entitled to provide the other Party with a written notice ("**Mediation Notice**") specifying:
  - (i) the subject matters remaining in Dispute, and the details of the matters in Dispute that are to be mediated; and
  - (ii) the nomination of an individual to act as the Mediator.
- (c) The Parties shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a Mediator.
- (d) Where a Mediator is appointed, the Parties shall submit in writing their Dispute to the Mediator, and afford to the Mediator access to all records, documents and information the Mediator may reasonably request. The Parties shall meet with the Mediator at such reasonable times as may be required and shall, through the intervention of the Mediator, negotiate in good faith to resolve their dispute. All proceedings involving a Mediator are agreed to be without prejudice, and the cost of the Mediator shall be shared equally between the Parties.
- (e) In the event that
  - (i) the Parties do not agree on the appointment of a Mediator with thirty (30) days of the Mediation Notice;
  - (ii) the Mediation is not completed within thirty (30) days after the appointment of the Mediator; or
  - (iii) the Dispute has not been resolved within sixty (60) days from the date of receipt of the Dispute Notice;

either Party may by notice to the other withdraw from the Mediation process and in such event the Dispute shall be deemed to have failed to be resolved by Mediation.

#### 6. Arbitration:

- (a) If Mediation fails to resolve the Dispute, the Dispute shall be submitted to binding Arbitration. Either of the Parties may provide the other Party with written notice ("**Arbitration Notice**") specifying:
  - (i) the subject matters remaining in Dispute and the details of the matters in Dispute that are to be arbitrated; and
  - (ii) the nomination of an individual to act as the Arbitrator.

- (b) Within fourteen (14) days following receipt of the Arbitration Notice, the other Party shall, by written notice, advise as to which matters stated in the Arbitration Notice it accepts and with which matters it disagrees and shall also advise whether it agrees with the resolution of the disputed items by Arbitration, and whether it agrees with the Arbitrator selected by the initiating Party or provide the name of one Arbitrator selected by that other Party. Should the Parties fail to agree to resolve any disputed items by Arbitration, this Dispute Resolution Process shall come to an end.
- (c) Subject to agreement of the Parties to resolve any disputed items by Arbitration as contemplated above the Parties shall, within thirty (30) days of the Arbitration Notice, jointly nominate or agree upon an Arbitrator.
- (d) Should the Parties fail to agree on a single arbitrator within the fourteen (14) day period referred to above, then either Party may apply to a Justice of the Court of Queen's Bench of Alberta to have the arbitrator appointed.
- (e) The terms of reference for Arbitration shall be those areas of dispute referred to in the Arbitration Notice, and the receiving Party's response thereto.
- (f) The Arbitrator shall conduct the Arbitration in accordance with the commercial arbitration rules (the "Rules") established from time to time by the Alternative Dispute Resolution Institute of Canada Inc., unless the Parties agree to modify the same pursuant to any arbitration agreement. The Arbitration Act (Alberta) shall apply to all Arbitrations but if there is a conflict between the Rules and the provisions of the Act, the Rules shall prevail. Notwithstanding the foregoing, any such Arbitration shall be conducted in the English language.
- (g) The Arbitrator shall proceed to hear and render a written decision concerning any Dispute within:
  - (i) forty-five (45) days, if the subject matter of the Dispute is less than \$250,000.00; or
  - (ii) ninety (90) days, if the subject matter of the Dispute is greater than \$250,000.00.
- (h) The Arbitrator has the right to award solicitor-client costs against the unsuccessful Party and to award interest but does not have the right to award punitive, consequential or other exemplary damages.
- (i) The Arbitrator's decision is final and binding but is subject to appeal or review by any court of proper jurisdiction only with respect to an allegation of fraud.
- (j) Judgment upon any award (an "Award") rendered in any such Arbitration may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the Award and an enforcement order, as the laws of such jurisdiction may require or allow.
- (k) The Parties acknowledge and agree that, where a Dispute involves a Claim for injunctive relief, a Party may refer such matter to Arbitration in accordance with this Schedule or apply to the appropriate court for relief.

## 7. Participation

The Parties and their Representatives will participate in good faith in the negotiation, Mediation and, if applicable, Arbitration processes and provide such assistance and Disclosed Information as may be reasonably necessary.

## 8. Location

The place for Mediation and Arbitration shall be within Mountain View County, or such other location as the Parties may agree.

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#### **9. Selection of Mediator and Arbitrator**

Without restricting any of the foregoing, if the Parties are unable to agree upon the appointment of a single Mediator or Arbitrator, respectively, within ten (10) days after receipt of the Mediation Notice or Arbitration Notice, as the case may be, either of the Parties may request that a single Mediator or Arbitrator, as the case may be, of suitable

training, experience and independence, and who in respect of the subject matter of the Dispute has a reasonable practical understanding, be recommended for appointment by the executive director or other individual fulfilling that role for the ADR Institute of Canada, Inc. The executive director shall be requested to make this determination within five (5) days of receipt of the request.

#### **10. Costs**

Subject to clause 6(h) of this Schedule, in the case of Arbitration the Parties shall bear their respective costs incurred in connection with the negotiation, Mediation and, if applicable, Arbitration except that the Parties shall equally share the fees and expenses of the Mediator and Arbitrator and the cost of the facilities required for Mediation and Arbitration.

#### **11. Disclosed Information**

All Disclosed Information shall be treated as confidential and neither its delivery nor disclosure shall represent any waiver of privilege by a Party disclosing such Disclosed Information. Subject only to the rules of discovery, each Party agrees not to disclose the Disclosed Information to any other Person or for any other purpose. Such Disclosed Information cannot be used in any subsequent proceedings without the consent of the Party who has made the disclosure. The Parties agree that any Representative, Mediator and, if applicable, Arbitrator shall not be subpoenaed or otherwise compelled as a witness in any proceedings for the purpose of testifying with respect to the nature or substance of any dispute resolution process that may arise in relation to any matter that is a subject of this Agreement. Nothing in this Dispute Resolution Procedure shall require a Party to disclose information that is subject to confidentiality provisions with third parties.

# STRATEGIC PRIORITIES CHART

JANUARY 2017

## COUNCIL AND ADMINISTRATION PRIORITIES

### 2017 - COUNCIL AND CAO PRIORITIES AND PROJECTS

1. **BROADBAND FEASIBILITY STUDY**
2. **COLLABORATE WITH MOUNTAIN VIEW COUNTY TO CREATE NEW ICF DOCUMENT**
3. **PARTICIPATE IN MGA EDUCATION SESSIONS AS AVAILABLE**
4. **PURSUE REGIONAL STATUS FOR TOWN WATER AND WASTEWATER SERVICING OPPORTUNITIES**
5. **LOBBY FOR FEDERAL/PROVINCIAL FUNDING FOR INFRASTRUCTURE UPGRADES**
6. **ASSIST COMMUNITY IN PREPARING FOR GENERAL MUNICIPAL ELECTION PROCESS**

#### PRIORITIES AND PROJECTS IN 2018

- Education, training, workshops and retreat for new Councillors
- Creation of Vision, Mission and Goals for new Council's 4 year term
- New Intermunicipal Development Plan will be required with the County to align with new ICF
- New Intermunicipal Agreements with the County will be required once ICF and IDP are approved by the Province

#### ADVOCACY / PARTNERSHIPS

- *Future RCMP Office*
- *Future New Hospital*
- *Emergency Management: Flood and Fire*
- *Foothills Lodge: Future Use*
- *Regional Water/Wastewater Status*

## OPERATIONAL STRATEGIES (Administration)

#### LEGISLATIVE SERVICES (Cynthia/CAO)

1. Undertake General Municipal Election Process for Fall 2017
2. Create FOIP service for organization as per Alberta legislation requirement
3. Assist Council with review of Council Procedures
  - Update Bylaw file management system
  - Review and update all Legislative Policies and Procedures

#### HUMAN RESOURCES/PAYROLL (Dawn/CAO)

1. Create Employer of Choice Framework and strategy
2. Update Human Resource Policies and Procedures
3. Instill best practices for payroll operations
  - Organize workshops, events etc to engage staff and increase organizational/municipal knowledge and promote team building

|  |   |
|--|---|
| <p><b>FINANCE AND ADMINISTRATION (Vic)</b></p> <ol style="list-style-type: none"> <li>1. Questica Software: implementation &amp; training</li> <li>2. Create Reserve Policy and Procedures</li> <li>3. Assist CAO and Legislative Services with 2017 General Municipal Election process</li> <li>4. Replace existing phone system (Capital Project) <ul style="list-style-type: none"> <li>• Review and update all Finance and Administration Policies and Procedures</li> </ul> </li> </ol>   | <p><b>PLANNING &amp; DEVELOPMENT (Denica/Angie)</b></p> <ol style="list-style-type: none"> <li>1. Continue Land Use Bylaw updates/amendments</li> <li>2. Create new Development Standards document</li> <li>3. Create new Parks, Open Space and Trails Plan</li> <li>4. Create Eastside Area Redevelopment Plan</li> <li>5. Oversee Municipal Reserve landscape planning, design and construction north of MVSH</li> </ol> <ul style="list-style-type: none"> <li>• Discuss long range strategy for future new Town owned facilities</li> <li>• Create Road and Subdivision Naming Policy</li> <li>• Create new Safety Codes Contract RFP and Tender package</li> </ul> |
| <p><b>EC. DEVELOPMENT/COMMUNICATIONS (Jon/Angie)</b></p> <ol style="list-style-type: none"> <li>1. Continue with Broadband feasibility study</li> <li>2. Continue data collection for business attraction and retention and tourism development</li> <li>3. Create Wayfinding signage Plan</li> <li>4. Update Town website as per approved budget</li> <li>5. Purchase and install Wayfinding signs (Capital Project) <ul style="list-style-type: none"> <li>• Ensure Communications Plan is implemented</li> <li>• Review and update all Economic development and Communications Policies and Procedures</li> </ul> </li> </ol> | <p><b>COMMUNITY SERVICES (Ian/Angie)</b></p> <ol style="list-style-type: none"> <li>1. Create Facilities Maintenance Plan</li> <li>2. Carry out priority repairs and maintenance to all Town owned facilities as per approved budgets</li> <li>3. Assist the Planning department to create new Parks, Open Space and Trails Plan</li> <li>4. Undertake full cost and service analysis on the Arena</li> <li>5. Ensure maximum use of all recreation facilities</li> </ol> <ul style="list-style-type: none"> <li>• Review and update all Community Services Policies and Procedures</li> </ul>  |
| <p><b>OPERATIONS DEPARTMENT (Jim/Angie)</b></p> <ol style="list-style-type: none"> <li>1. Assist CIMA on undertaking Centre Street upgrade (Capital Project)</li> <li>2. Participate in Highway 27 (Main Ave) Pilot Project</li> <li>3. Initiate GIS mapping of all Gas lines</li> <li>4. Create Stormwater Bylaw</li> <li>5. Conduct review of Town's stormwater system</li> <li>6. Initiate GIS mapping of water/wastewater system</li> <li>7. Water main location and repair project</li> <li>8. Waste water infiltration project</li> </ol>  | <p><b>BYLAW AND ANIMAL CONTROL (Kevin)</b></p> <ol style="list-style-type: none"> <li>1. Educate public on Bylaw and Animal issues</li> <li>2. Increase web/social media information to the public on Bylaws, Fire Smart, etc</li> <li>3. Review and update the Traffic Bylaw</li> <li>4. Work with Operations department to create a Water Conservation Bylaw</li> </ol>   |
| <p><b>FIRE DEPARTMENT (Marty/Patty)</b></p> <ol style="list-style-type: none"> <li>1. Fire Smart - Community Education and Clean up</li> <li>2. Training Facility - finalize set up</li> <li>3. Safety Codes Program</li> <li>4. Recruitment and retention strategy</li> </ol>   | <p><b>EMERGENCY MANAGEMENT SERVICES (Kevin)</b></p> <ol style="list-style-type: none"> <li>1. Educate public on disaster preparedness</li> <li>2. Provide further staff training in emergency management and disaster preparedness</li> <li>3. Review Emergency Management Plan and update as required</li> </ol>   |

# STRATEGIC PRIORITIES CHART

June 27, 2016

## CORPORATE PRIORITIES (Council / CAO)

**NOW**

1. **ECONOMIC DEVELOPMENT STRATEGY: Plan**
2. **BROADBAND SERVICE: Feasibility Study**
3. **DISASTER READINESS: Review & Desktop Exercise**
4. **COUNTY MEMORANDUM of AGREEMENT: One Year Extension**
5. **PUBLIC COMMUNICATION: Plan**
6. **WASTE WATER PLANT: Solutions**

**TIMELINE**

- December
- October
- October
- October
- October
- November

**NEXT**

- SATELLITE CAMPUS: Exploration
- LONG TERM CAPITAL PLAN: Criteria
- SERVICE CAPACITY REVIEW
- CAMPGROUND: Options
- MULTI-YEAR BUDGET: Revise & Implement

**ADVOCACY / PARTNERSHIPS**

- RCMP Office
- Hospital Upgrades
- Flood Mitigation: - Immediate
- Flood Mitigation Strategy – Long term Strategy
- Corridor Enhancement: Pilot
- Foothills Lodge: Future Use

## OPERATIONAL STRATEGIES (CAO / Staff)

**LEGISLATIVE SERVICES/HR DEPART.** (Dave/Judy/Dawn)

1. COUNTY MOA: Extension – October
2. Lobby for Wastewater funding - Dec.
3. Human Resource Policy Update (Dawn) - Dec.
4. Employer of Choice Framework (Dave/Dawn) - Dec.
5. Records Management research (Judy/Laurie) - Dec.
6. Bylaw and Policy Framework (Judy/Laurie) - Dec.

**CORPORATE SERVICES** (Vic)

1. Capital Plan: Criteria – Sept. –
2. Reserve Policy – Sept.
3. Qwestica Software: implementation – Oct.
  - Service Capacity Review
  - Multi-Year Budget

**PLANNING & DEVELOPMENT** (Denica/Angie)

1. Land Use Bylaw: Amendments – Dec.
2. Development Permit Compliance project - Dec.
3. Review Planning Process as per MGA updates - Dec.
4. Create updated planning process documents - Dec.
  - Functional Study: Review (AT)
  - Create Road and Subdivision Naming Policy
  - Work with Bylaw Dept. on RV Parking Bylaw
  - Create Subdivision/MR Tracking Sheet and input all Sundre development data

**OPERATIONS** (Jim/Angie)

1. Fish Compensation Report - September
2. Foothills ROW Plan - August
3. Pre-Design for RMO - November
4. Review and Update Operations Bylaws, Policies and Procedures - Dec
  - Brownfield Sites Report/Old Town Shop
  - Water Leak Detection Project
  - Highway 27 Maintenance Agreement
  - Gas Line Heater Inspection Replacement Plan

**COMMUNITY SERVICES** (Ian/Angie)

1. Facilities Repair and Maintenance Report – Oct.
2. Create Sponsorship Policy – December
3. Customer Service Training Program – Sept.
4. Research Facility Programming options - Oct.
  - Update all Town Facilities lease agreements
  - Update Community Services Policies/Procedures
  - RESEARCH CAMPGROUND OPTIONS
  - Create new land lease agreements with Alberta Env.

**EC. DEVELOPMENT/COMMUNICATIONS** (Jon/Angie)

1. **ECON. DEV. STRATEGY: Plan** - December
2. **PUBLIC COMMUNICATION: Plan** – October
3. **BROADBAND: Feasibility Study** - October
  - Wayfinding Signage Plan
  - Foothills Lodge: Re-purposing Options
  - Satellite Campus: Exploration

**ENGINEERING** (Angie/BSEI)

1. **WASTEWATER: Solutions** – November
2. CAPITAL PLAN: Project Inventory – September
3. Infrastructure Planning and Pre-design drawings and estimates - September
  - Water and wastewater leak detection project
  - Create Major Capital Infrastructure estimates

**PROTECTIVE SERVICES/FIRE** (Kevin/Marty)

1. Emergency Preparedness: Review – Dec.
2. **DISASTER READINESS: Review and Desk Top** - October
3. EOC: Relocation Agreement - October
  - Flood Mitigation Plans and Projects
  - Water Conservation Bylaw
  - RV Parking Bylaw update
  - FireSmart Grant applications

**CODES:** **BOLD CAPITALS** = NOW Priorities; **CAPITALS** = NEXT Priorities; *Italics* = Advocacy;  
Regular Title Case = Operational Strategies



*Deputy Premier  
Office of the Minister  
MLA, Edmonton-Glenora*

NOV 24 2016

AR 140012

His Worship Terry Leslie  
Mayor, Town of Sundre  
717 Main Avenue West  
PO Box 420  
Sundre, Alberta  
T0M 1X0

Dear Mayor Leslie:

*Terry!*

Thank you for your letter of September 16, 2016 regarding the current and future care needs in Sundre. I appreciate your kind words.

On behalf of the Ministry of Health and Alberta Health Services, I want to thank you, the Sundre City Council (the Council) and the Sundre community for bringing the issue forward and proactively being part of the extensive engagement process. As you are aware, the engagement process included meetings with representatives from the Town of Sundre and the Sundre Hospital Futures Committee to address the health needs at the Sundre Hospital and Care Centre. We also consulted with physicians, families and citizens to adopt a Sundre-focused solution. We hope that this engagement model can be used with other communities across Alberta.

I want to emphasize that this success story would not have been possible without the Council and community's support and proactive involvement in the engagement process. I encourage the Council and community to remain involved in the process and help us continue to make the system work, or improve, for all communities in the province.

Thank you again for writing.

Sincerely,

Sarah Hoffman  
Deputy Premier  
Minister of Health

*Thank you for being  
such a positive  
partner - focused on  
a win-win. I am  
proud of what we  
accomplished together.*

*AC*

cc: Honourable Rachel Notley, Premier of Alberta  
Carl G. Amrhein, PhD, Deputy Minister, Alberta Health  
Dr. Verna Yiu, President and Chief Executive Officer, Alberta Health Services



# THE ALBERTA ORDER OF EXCELLENCE

December 7, 2016

*His Worship Terry Leslie  
Town of Sundre  
PO Box 420  
Sundre Alberta T0M 1X0*

*Dear His Worship Leslie,*

*The Alberta Order of Excellence is the highest honour the Province of Alberta can bestow on a citizen of this province. The Order reflects the diversity and breadth of achievement of all Albertans.*

*Because of your position, I trust that you might know, or know someone who knows, a remarkable Albertan in your community who has made significant contributions to the lives of other Albertans and deserves to be considered for this honour. If so, I would encourage the nomination of this person for 2017. Nominees must be Canadian citizens, live in Alberta and have made a significant contribution provincially, nationally and/or internationally.*

*We have updated the criteria for nomination packages in 2017. Please check the website for more information at [www.lieutenantgovernor.ab.ca/aoe](http://www.lieutenantgovernor.ab.ca/aoe). The deadline for submission is February 15, 2017.*

*Please feel free to share this information with your colleagues.*

*Sincerely,*

*Andrew C.L. Sims  
Chair*

From: **Maryann Chichak** <[maryannchichak@whitecourt.ca](mailto:maryannchichak@whitecourt.ca)>  
Date: Thu, Dec 22, 2016 at 8:55 AM  
Subject: Carbon Tax  
To:

Good Morning Everyone,

I am writing to you as the Mayor of Whitecourt and enclosing the letter our community has written to Premier Notley regarding the upcoming carbon tax and the effects it will have on our municipality, businesses and residents. I am asking that you review this letter and send a similar one to the Premier, Minister Phillips and your local MLA.

If you have any questions regarding this letter please feel free to contact me back. In addition, if you municipality chooses to support this initiative, please let me know.

I would like to wish each of you a very Merry Christmas, a joyous holiday season and all the best to you and your family in 2017.

With warm regards,



**Maryann Chichak**  
**Mayor**

(Tel) [780-778-2273](tel:780-778-2273)  
[1350](tel:780-778-1350)

(Fax) [780-778-2062](tel:780-778-2062)

5004 – 52 Ave., Box 509 (Cell) [780-706-7800](tel:780-706-7800)  
Whitecourt, AB T7S 1N6

[maryannchichak@whitecourt.ca](mailto:maryannchichak@whitecourt.ca)

[www.whitecourt.ca](http://www.whitecourt.ca)



December 21, 2016

The Honourable Rachel Notley  
Premier of Alberta  
Office of the Premier  
Room 307, Legislature Building  
10800-97 Avenue  
Edmonton, Alberta T5K 2B6

Dear Premier,

**Re: Carbon Tax Program**

On behalf of Whitecourt Town Council, our residents, industry and non-profit organizations, I would like to express my concern regarding the impact the upcoming carbon tax will have on our community.

While I appreciate your government's leadership as environmental stewards, the uncertainty surrounding this tax is concerning for not only how our municipality operates, but also the effect it will have on local industry, small businesses, and households. While we understand the government will be rolling out further information regarding the program, the indirect costs that will ultimately be downloaded to families and households is troubling.

I ask that Government of Alberta consider the following points when finalizing the details of the carbon tax program to ensure that this tax does not become a financial burden to municipalities, and ultimately downloaded to both businesses and residents.

1. Commence extensive consultation and engagement with local government, businesses, and the general public on how to disperse funds realized through the carbon tax program.
2. Ensure that the program remains revenue-neutral for municipalities and non-profit agencies similar to the model the Province of British Columbia has adopted.

I appreciate you taking the time to consider the above suggestions, and look forward to hearing how the Government of Alberta will proceed.

Sincerely,

Maryann Chichak  
Mayor

cc: The Honourable Shannon Phillips, Minister of Environment and Parks  
Mr. Oneil Carlier, MLA for Whitecourt – Ste. Anne

MC/tdg

**Office of the Mayor**

5004 52 Avenue, Box 509, Whitecourt AB T7S 1N6

Phone / 780.778.2273 Fax / 780.778.4166

[www.whitecourt.ca](http://www.whitecourt.ca)  
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December 20, 2016

Mayor Terry Leslie  
 Town of Sundre  
 Box 420  
 Sundre, Alberta T0M 1X0

Dear Mayor Leslie,

Alberta Health Services and the City Of Calgary have reached an agreement in principle for a new contract for the provision of patient-centred EMS dispatch services, designed to improve patient outcomes.

AHS currently operates three communications centres for EMS dispatch: the Northern Communications Centre in Peace River, the Central Communications Centre in Edmonton, and the Southern Communications Centre (SCC) in Calgary.

In addition, three satellite dispatch centres operate in Fort McMurray (run by the Regional Municipality of Wood Buffalo), Red Deer (run by the City of Red Deer) and soon in Lethbridge (run by the City of Lethbridge).

The SCC is unique in that most of its work – the dispatching of EMS services in Calgary and 77 other municipalities – is currently contracted to the City of Calgary. Under the new agreement, EMS calls from all the 77 municipalities currently served by the City – including yours - will be received and dispatched by AHS.

The agreement, starting April 1, 2017, sees the City maintain dispatch services for EMS 911 calls made inside Calgary city limits. EMS calls from other areas currently served by the City of Calgary will be dispatched by AHS, including all inter-facility transfers.

We want to assure you of two things:

- This transition will be seamless: Residents in your communities will still call 911, their call will still be transferred to a trained and qualified EMS dispatcher, and the nearest ambulance will be sent to their emergency. This is the process now and this will not change.
- This transition will lead to improvements in patient care: Transition to one provincial EMS dispatch system was recommended by the Health Quality Council of Alberta, to improve quality and patient care. Benefits include the ability to track every ambulance in real time, improved efficiency and coordination of ambulances, and dispatch centres will be able to back each other up seamlessly in case of an outage.

We look forward to ongoing collaboration with municipal partners and the Government to ensure public safety for all Albertans.

If you have questions or comments, please contact Jim Garland, Associate Executive Director, EMS Dispatch Communications and Deployment, Rural, Community & Public Health at (780) 407-4088 or [jim.garland@ahs.ca](mailto:jim.garland@ahs.ca).

Sincerely,

A handwritten signature in black ink, appearing to read "D. Sandbeck".

Darren Sandbeck M.A. EMT-P  
 Senior Provincial Director/Chief Paramedic  
 Alberta Health Services Emergency Medical Services