

**AGENDA
CLEAR HILLS COUNTY
POLICY & PRIORITY COUNCIL MEETING
MONDAY, FEBRUARY 13, 2023**

The Policy & Priority meeting of the Council for Clear Hills County will be held on Monday, February 13, 2023, commencing at 9:30 a.m. in the Clear Hills County Council Chambers, 313 Alberta Ave, Worsley Alberta.

1. CALL TO ORDER

2. AGENDA

3. NEW BUSINESS

a. COUNCIL

1. Town of Fairview Request – Fairview Aquatic Centre.....2
2. Survey Results.....4
3. Policy 1126 – Per Diem Payments.....8
4. Wolf Management Incentive Policy 6307 16
5. Approach Policy 320326
6. Range Road 25 and Range Road 124 – Wetland Analysis30
7. Continuing Education Scholarship Policy 6801.....49
8. Draft Grader Bear Tender/Contract.....53
9. CAO Evaluation Survey 102
10. Procedural Bylaw 104

4. ADJOURNMENT

Clear Hills County

Request For Decision (RFD)

Policy and Priority Meeting	
Meeting Date:	February 13, 2023
Originated By:	Allan Rowe, Chief Administrative Officer
Title:	Town of Fairview Request – Fairview Regional Aquatic Centre
File:	11-02-03

DESCRIPTION:

Council is presented with a letter to reconsider that December 2022 request for funding for Clear Hills County to contribute 20% annually towards the Operating expenses for the Fairview Regional Aquatic Centre.

BACKGROUND:

- C648-22(12-13-22)** **RESOLUTION by Councillor Ruecker to approve a Beyond Borders Grant for the Town of Fairview for replacement of the waterslide stairs for the Fairview Regional Aquatic Centre for 20% of the project cost up to a maximum of \$40,000.00 funds to be allocated from the Rate Stabilization Reserve. CARRIED.**
- C649-22(12-13-22)** **RESOLUTION by Deputy Reeve Janzen to deny the Town of Fairview request for annual funding contributions for the Fairview Regional Aquatic Centre and the Fairview Arena. CARRIED.**

ATTACHMENTS:

January 19, 2023 – Town of Fairview

RECOMMENDED ACTION:

RESOLUTION by.....

Initials show support - Reviewed by:

Manager:

CAO:



January 19, 2023

Clear Hills County
P.O Box 240
Worsley, AB
T0H 3W0



Re: Operational funding for the Fairview Regional Aquatic Centre

Dear Reeve Bean and Council

The Town of Fairview and Clear Hills County have benefited from several regional relationships. We feel that the Town of Fairview is an integral part of providing a variety of recreational opportunities for the region that the citizens of several municipalities benefit, and recreational options are an important aspect in elevating quality of life. We have observed increased usage of the Fairview Regional Aquatic Centre by Clear Hills County residents. At our recent presentation we showed that the Clear Hills County citizen usage is now approximately 20% of program usage.

We thank Clear Hills County council for their past and current support for capital upgrades to the Fairview Regional Aquatic Centre.

The Town of Fairview council would like to request that Clear Hills County reconsider their direction and financially support the operations of the Fairview Regional Aquatic Centre. As a regional stakeholder, with a substantial user base, we feel this is a fair request. Clear Hills County support will ensure that Clear Hills County users will continue to get cost effective access to the Fairview Regional Aquatic Centre's programs.

In return for your operational support, we will promote Clear Hills County as being a partner in providing quality recreation in the region. This can be done through signage in the Community Centre as well as on our recreation promotional materials.

We would like the opportunity to further discuss options in developing a working relationship with Clear Hills County as a regional partner in providing quality services at the Regional Aquatic Centre.

Sincerely,



Gordon MacLeod
Mayor, Town of Fairview

Clear Hills County

Request For Decision (RFD)

	Policy and Priority Meeting
Meeting Date:	February 13, 2023
Originated By:	Allan Rowe, Chief Administrative Officer
Title:	Clear Hills County – We want your Input Survey Results
File:	11-02-03

DESCRIPTION:

Council is presented with the results of the Clear Hills County – We want your Input Survey.

The Survey was available at the Public Meeting January 26, 2023, as well as on our website and Facebook from January 26-February 1st, 2023.

48 surveys were submitted.

Winners of the \$100 visa Gift Card draws.

Public Meeting- Isaac Fehr

Online Version - Dwayne Knudson

ATTACHMENTS:

Results

RECOMMENDED ACTION:

RESOLUTION by..... to receive the information from the Clear Hills County – We want your Input Survey results for information, as presented.

Initials show support - Reviewed by:	Manager:	CAO: 
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Clear Hills County - We want your input!

Clear Hills County would like the public's input on the following 3 topics.

These topics are for informational purposes only to assist Council in making decisions that are best for the County as a whole.

Topics

1. County Driveway Snowplowing Service
2. Wolf Incentive Program
3. Clear Hills County Entrance Highway Sign Replacement

TOPIC # 1 County Driveway Snowplowing Service

1. Would you utilize a contracted snow removal company?

- ☐ Yes
- ☐ No
- ☐ Not Interested in this service

2. Would you pay hourly rate plus travel time?

- ☐ Yes (to maximum of \$100/hr.)
- ☐ Yes (to a maximum of \$150/hr.)
- ☐ Yes (to a maximum of \$200/hr.)
- ☐ No, this service should be 100% subsidized by the County.
- ☐ Other (please specify) _____

3. What Ward do you live in?

4. Do you live in a Hamlet? (If yes what hamlet)

- ☐ Yes
- ☐ No
- ☐ (Please specify what hamlet) _____

5. Are you currently signed up for the County Snowplowing service?

- ☐ Yes (if the answer is yes please mark the service below)
- ☐ Seniors
- ☐ Handicapped
- ☐ School bus driver
- ☐ No



Clear Hills County - We want your input!

6. Should the County subsidize this program?

- ☐ Yes
- ☐ No

7. How many days after a snowfall would you expect to have your driveway plowed?

- ☐ 1-3 Days
- ☐ 1-4 Days
- ☐ 1-5 Days

TOPIC # 2 Wolf Incentive Program

Do you agree with Clear Hills County keeping the Wolf Incentive Program?

- ☐ Agree
- ☐ Disagree
- ☐ Neither agree nor disagree

TOPIC # 3 Clear Hills County Entrance Highway Sign Replacement

Would you like the County to replace the 9 (60"x96") existing Clear Hills County Entrance Highway Signs and have it added to the Multi Year Capital Plan at a potential cost of \$200,000.00.

- ☐ Yes
- ☐ No

Thank you for filling out this survey. Please print your name clearly below to be entered into a draw for a \$100.00 Visa Gift Card.

NAME: _____

Survey Results – 48 total surveys submitted.

Q#1	No	Not Interested	Q#2	Yes (to a maximum of \$150/hr.)	Yes (to a maximum of \$200/hr.)	No this service should be 100% subsidized by the County	Other (please specify)	Q#3	Q#4	Q#5	Q#6	Q#7	1-4 Days	1-5 Days	Q#8	Q#9
Topic #1 Would you utilize a contractor d snow removal company? Yes			Would you pay hourly rates plus travel time? Yes (to a maximum of \$100/hr.)					What do you live in?	Do you live in a Hamlet? (If yes what hamlet)	Are you currently signed up for the County Snowplowing service?	Should the County subsidize this program?	How many days after a snowfall would you expect to have your driveway plowed? 1-3Days			Do you agree with Clear Hills County keeping the Wolf Incentive Program?	TOPIC # 3 Would you like the County to replace the 9 (60"x56") existing Clear Hills County Entrance Highway Signs and have it added to the Multi Year Capital Plan at a potential cost of \$200,000.00.
13	25	8	5	1	1	13	See notes below	W1-2 W2-5 W3-17 W4-2 W5-2 W6-5 W7-2	Yes-7 No-36	Seniors-10 Handicapped-1 School Bus-1 No-37	Yes-27 No-13	21	13	7	Agree-33 Disagree-4 Neither-7	Yes-10 N-34

Question #2 Comments

- Pay as per taxable income for residents with lower income.
- Buy your own graders, it is Not Cheaper to hire contractors, keep the money in the county.
- Wouldn't utilize this service.
- I think it should only be provided to people who for some reason can't plow their own driveway on an individual bases.
- We do it ourselves.
- Not interested if taxes go up.
- Have someone already.
- I would think this would be included with the price of the service. Unless the contractor is making a special trip to snowplow your driveway.

Clear Hills County

Request For Decision (RFD)

Meeting:	Policies & Priorities Meeting
Meeting Date:	February 13, 2023
Originated By:	Lori Jobson, Corporate Services Manager
Title:	Policy 1126 – Per Diem Payments
File Code:	12-02-02

DESCRIPTION:

Policy 1126 – Per Diem Payments establishes the per diem rates to reimburse Council Members and Members at Large for attending board and committee meetings.

BACKGROUND / PROPOSAL:

At the January 10, 2023 Regular Council meeting the following motion was made:

C32-23(01-10-23) RESOLUTION by Deputy Reeve Janzen to bring Policy 1126 to the February 13, 2023, Policy & Priority Committee Meeting for review. CARRIED.

ATTACHMENTS

- Policy 1126 – Per Diem Payments
- Policy 1107 – Honorarium Payments to Council Members

RECOMMENDED ACTION:

RESOLUTION by ... that Council...

Initials show support - Reviewed by:

Manager:



CAO:





Clear Hills County

Effective Date: November 22, 2022	Policy Number: 1126
Title: PER DIEM PAYMENT TO COUNCIL AND BOARD/COMMITTEE MEMBERS	

1. Policy Statement

- 1.1 Clear Hills County will establish a per diem rate to reimburse Council Members and Members at Large for attending board and committee meetings.

2. Definitions

- 2.1. Per Diem is the daily amount paid to a Councillor or Board Member for attending meetings of committees to which they are appointed, attending various other meetings that are specified in this policy's procedures, and attending special meetings that are duly authorized by Council.

3. Per Diems:

- 3.1. Per Diem will be paid to Councillors for:

- 3.1.1. Conducting annual evaluations of the Chief Administrative Officer at a pre-approved meeting outside of a Regular or Special Council Meeting;
- 3.1.2. Board/Committee workshops and conferences for appointed Board Members only when attendance is authorized/approved by the Board/Committee and approved by Council;
- 3.1.3. County organized and authorized road tours or project inspections within Clear Hills County boundaries.
- 3.1.4. Attendance at Conferences and Zone Meetings authorized by Council.
- 3.1.5. Meetings with/or on behalf of residents and community groups to which attendance is authorized by Council resolution (this would include open houses and public meetings).

- 3.2. Per diems shall be paid for items listed in Section 3.1 when travel of 50 kilometers one way is required, up to a maximum of two meetings per day.

- 3.3 Per diems may be changed by review of Council and supported by 2/3 majority vote.

- 3.4 Annual cost of living adjustments will be applied to the per diem rates.

- 3.5 Meeting Rates (per diems) shall be paid after the submission of a valid claim form and verified and authorized by the Chief Administrative Officer.

- 3.6 Councillors will not be paid a per diem for attendance at:

- political party and constituency functions
- any other function usually considered to be a social or public function including but not limited to; barbeques, parties, grand openings, golf tournaments, ribbon cutting ceremonies, graduation invites, cheque presentations, trade shows.

3.7 All other Board and Committee Members shall receive a per diem at the rates listed in Schedule A of this policy.

3.8 Council recognizes that as part of carrying out Council business it is essential to participate in activities such as conferences. The following conferences are considered pre-approved for Council attendance and will be paid at the rate per 3.1:

a)	RMA Spring Conference	All Council
b)	RMA Fall Conference	All Council
c)	Spring & Fall RMA Zone Meetings	All Council
f)	Federation of Canadian Municipalities	All Council
g)	Growing the North	All Council

3.8.1. Administration will advise Councillors of the above conferences and upon receiving the completed registration form and instruction from Councillors, Administration will submit the registration form and make other travel and accommodation arrangements as deemed necessary.

3.9 When a representative from Council is sent by a Board or Committee to a conference or convention on behalf of that Board or Committee, the representative is then reimbursed by that Board or Committee.

3.9.1. Councillors and Board Members shall obtain approval from their respective Board and Council prior to attending seminars, workshops, conferences and all other functions if Council is being requested to fund attendance. The Councillor or Board Member must submit a written request on the benefit that would accrue to the County.

3.9.2. Council will not authorize any per diem payments after attendance when not in accordance with 3.9.1.

4.0 Any per diems that have not been claimed within 60 days of the month they were earned will become invalid and will not be reimbursed. i.e. A meeting attended on June 9th would need to be submitted no later than August 31st.

4. Per Diem Claims

4.1 All Council and Board/Committee per diem claims must be reviewed by Administration to ensure compliance with policy and shall indicate approval with the Chief Administrative Officer or designate signature. The Reeve will sign the per diem claim to indicate that they have been received.

4.2 The Deputy Reeve shall sign per diem claims submitted by the Reeve, to indicate it has been received, and may in the absence of the Reeve sign all other per diem claims.

Policy No. 1126

Title: PER DIEM PAYMENT TO COUNCIL AND BOARD/COMMITTEE MEMBERS

Approved: November 22, 2022

Page 3

5. End of Policy

<u>ADOPTED: Resolution C061(01/26/10)</u>	<u>Jan 26/10</u>
<u>AMENDED: Resolution C566(07/27/10)</u>	<u>Jul 27/10</u>
<u>AMENDED: Resolution C144(02/22/11)</u>	<u>Feb 22/11</u>
<u>AMENDED: Resolution C010-13(01/08/13)</u>	<u>Jan 08/13</u>
<u>AMENDED: Resolution C010-14(01/14/14)</u>	<u>Jan 14/14</u>
<u>AMENDED: Resolution C240-17(05/09/17)</u>	<u>May 09/17</u>
<u>AMENDED: Resolution C192-18(04/10/18)</u>	<u>April 10/18</u>
<u>AMENDED: Resolution C568-18(11/13/18)</u>	<u>Nov 13/18</u>
<u>AMENDED: Resolution C495-19(10/08/19)</u>	<u>Oct 8/19</u>
<u>AMENDED: Resolution C465-20(10/13/20)</u>	<u>Oct 13/20</u>
<u>AMENDED: Resolution C602-22(11-22-22)</u>	<u>Nov 22/22</u>

Schedule A To Policy 1126 – Per Diem Payment To Council and Committee Members

Member	2017	2018	2019	2020	2021	2022	2023
Agricultural Service Board	\$185.00	\$187.04	\$192.84	\$195.35	\$195.35	\$204.53	\$216.81
Subdivision and Development Appeal Board	\$185.00	\$187.04	\$192.84	\$195.35	\$195.35	\$204.53	\$216.81
Council Appointed Representatives on Committees/Boards	\$185.00	\$187.04	\$215.28 *	\$218.08	\$218.08	\$228.33	\$242.03
Chair of Regular or Special Council Meetings	\$225.00	\$227.48	\$261.83 *	\$265.23	\$265.23	\$277.70	\$294.37

*12% increase per Council motion C568-18(11-13-18) RESOLUTION by Councilor Bean that Council increase the per diem payment to Council by 12% effective January 1, 2019 to alleviate the loss incurred by Council Members from the changes to the income tax treatment of Council remuneration. 2/3 majority vote required. CARRIED.



Clear Hills County

Effective Date: January 1, 2019	Policy Number: 1107
Title: HONORARIUM PAYMENT TO COUNCIL MEMBERS	

1. Policy Statement

- 1.1 Clear Hills County will provide a monthly honorarium to Council Members for performance of their duties as elected officials.

2. Definitions

- 2.1 Basic Honorarium is the monthly amount paid to a Councillor for meeting preparation, expense and time required to travel and attend to meetings listed in Section 3.1 of this policy.

3. Honorariums

Basic Honorariums are paid to Members of Council as their remuneration for the performance of their duties as elected officials. Changes to the rates for honorarium shall be approved by a 2/3 majority vote of Council.

- 3.1 Basic Monthly Honorariums will be paid monthly upon approval by the Chief Administrative Officer or designate.

- 3.1.1 Basic monthly honorariums include the following:

- 3.1.1.1 Informal meetings with the Chief Administrative Officer (CAO) and staff to discuss County business.
- 3.1.1.2 Meetings and events where Members of Council are attending as a dignitary representing the County or presenting something on behalf of the County, such as but not limited to, County Bar-B-Q, Tradeshow, Pioneer Days, Golf Tournaments, Graduation ceremony, Christmas party, Remembrance Day service, grand openings within the County, STARS, etc. County representation requires prior approval of Council.
- 3.1.1.3 Liaison work within the Councillor's division or another division in the County, with residents and businesses.
- 3.1.1.4 Preparation for Regular Council meetings and Policy and Priorities committee meetings.
- 3.1.1.5 Road tours taken by an individual Councillor.

- 3.2 Basic Monthly Honorariums, effective January 1, 2009:

- 3.2.1 The Reeve shall receive payment up to \$2,070 per month
- 3.2.2 The Deputy Reeve shall receive payment up to \$1,863 per month
- 3.2.3 Councillors shall each receive payment up to \$1,552.50 per month

- 3.3 Annual cost of living adjustments will be applied to the Basic Monthly Honorarium rates.

4. End of Policy

<u>ADOPTED: Resolution C186-03</u>	<u>Mar 25/03</u>
<u>AMENDED: Resolution C376-03</u>	<u>May 27/03</u>
<u>AMENDED: Resolution C876-03</u>	<u>Nov 25/03</u>
<u>AMENDED: Resolution C074-05</u>	<u>Jan 25/05</u>
<u>AMENDED: Resolution C137-05</u>	<u>Feb 8/05</u>
<u>AMENDED: Resolution C634-05</u>	<u>Jul 26/05</u>
<u>AMENDED: Resolutions C566-05 & 579-05</u>	<u>Oct 25/05</u>
<u>AMENDED: Resolution C036-08</u>	<u>Jan 22/08</u>
<u>AMENDED: Resolution C085-08</u>	<u>Feb.12/08</u>
<u>AMENDED: Resolution C477(08/12/08)</u>	<u>Aug 12/08</u>
<u>AMENDED: Resolution C729(11/04/08)</u>	<u>Nov 4/08</u>
<u>AMENDED: Resolution C419(05/26/09)</u>	<u>May 26/09</u>
<u>AMENDED: Resolution C060(01/26/10)</u>	<u>Jan 26/10</u>
<u>AMENDED: Resolution C565(07/27/10)</u>	<u>Jul 27/10</u>
<u>AMENDED: Resolution C011-14(01/14/14)</u>	<u>Jan 14/14</u>
<u>AMENDED: Resolution C212-17(04/25/17)</u>	<u>April 25/17</u>
<u>AMENDED: Resolution C567-18(11/13/18)</u>	<u>Nov 13/18</u>

Schedule A to Policy 1107 – Honorarium Payment to Council Members

	2009- 2017	2018	2019	2020	2021	2022	2023
		<i>1.1% Cola</i>	<i>3.1% Cola</i>	<i>1.3% Cola</i>	<i>No change</i>	<i>4.7% Cola</i>	<i>6% Cola</i>
Reeve	\$2,070.00	\$2,092.77	\$2,408.78*	\$2,440.09	\$2,440.09	\$2,554.77	\$2,708.06
Deputy Reeve	\$1,863.00	\$1,883.49	\$2,167.90*	\$2,196.08	\$2,196.08	\$2,299.30	\$2,437.26
Councilor	\$1552.50	\$1,569.58	\$1,806.59*	\$1,830.08	\$1,830.08	\$1,916.09	\$2,031.06

*12% increase per Council motion C567-18(11-13-18) RESOLUTION by Reeve Troy that Council increase the honorarium payment to Council Members by 12% effective January 1, 2019 to alleviate the loss incurred by Council Members from the changes to the income tax treatment of Council remuneration. CARRIED.

Clear Hills County

Request For Decision (RFD)

	Policy and Priority Meeting
Meeting Date:	February 13, 2023
Originated By:	Allan Rowe, Chief Administrative Officer
Title:	Wolf Management Incentive Policy 6307
File:	11-02-03

DESCRIPTION:

Council requested a discussion regarding the Wolf Management Incentive Policy 6307.

2023 Wolf Claims – As of February 9th

2-Landowner

7-Trapper

Total 9 wolves

2022 Wolf Claims

15-Landowner

10-Trapper

Total 25 Wolves

BACKGROUND:

Administration contacted a local Trapper that worked on the Bear Canyon Grazing Reserve regarding Trapping and eradicating wolves.

ATTACHMENTS:

Policy 6307 - Wolf Management Incentive

Notes from Justin Wasylciw

RECOMMENDED ACTION:

RESOLUTION by.....

Initials show support - Reviewed by:

Manager:

CAO:





Clear Hills County

Effective Date: December 8, 2020	Policy Number 6307
Title: WOLF MANAGEMENT INCENTIVE POLICY	

1. Policy Statement

In an effort to support wolf population control within Clear Hills County, the County will implement procedures to provide for a wolf management incentive program for the purpose of promoting wolf management in the municipality. Through this program Participants will receive a monetary reward for the carcass of a wolf harvested lawfully within the Municipality, assisting in the protection of residents' livestock and the protection of the Boreal Caribou species.

2. Definitions:

- 2.1. Immediate Family - means the participant's spouse or adult interdependent partner, the participant's children, the parents of the participant and the parents of the participant's spouse or adult interdependent partner;
- 2.2. Household – immediate family members that reside in the same dwelling with the Participant.

3. General

- 3.1. Council may annually during budget deliberations, establish a budget for the Wolf Management Incentive program.
- 3.2. By resolution of Council the Wolf Hunt Management Incentive program will be activated and deactivated.
- 3.3. By resolution of Council the payment amount will be established for each eligible wolf (adult and non-adult) taken within the boundaries of Clear Hills in accordance with the listed conditions.

4. Private property and Grazing Leases

- 4.1 A maximum of two wolf carcasses per month per household may be verified for payment to a qualified Participant, with a maximum of seven wolf carcasses per calendar year for wolves harvested on private property and grazing leases within the boundaries of Clear Hills County.
- 4.2 Eligible Participants will:

- 4.2.1 Be a resident of Clear Hills County on land owned by the resident, or their immediate family and reside in a dwelling on that property for no less than 183 days (six months)
- 4.2.2 Provide a list of immediate family that reside in the same dwelling "household" that may participate in this wolf management incentive program.
- 4.2.3 Provide business name, if different than participant's name that land or grazing leases may be registered under.
- 4.2.4 Provide a list of private property owned and grazing leases held in the participant's name or business name within the boundaries of Clear Hills County.
- 4.2.5 Eligible Participants requesting incentive payment shall be registered in advance with Clear Hills County and have entered into a hold-blameless agreement, attached as Appendix A .
- 4.2.6 For verification and authorization of payment the carcass, with pelt intact, from each eligible wolf harvested must be presented at the County office to a designated representative of the County.
- 4.2.7 When presenting the carcass Participants must produce the land location where the wolf was harvested.
- 4.2.8 Wolf carcasses will not be accepted from third parties.
- 4.2.9 Any carcass received by a designated representative of the County will be marked.
- 4.2.10 The Participant will handle the carcass so the designated County representative can confirm there are no markings similar to what other jurisdictions or the County use to identify carcasses presented for payment under a wolf management incentive program.
- 4.2.11 The Participant will make the identification mark on the carcass as directed.
- 4.2.12 Any carcass that has been previously marked will be rejected.
- 4.2.13 Participants will be responsible for disposal of all parts of the wolf carcasses using recognized carcass disposal methods. Note: The County recommends disposal to a trapper to reduce waste of fur or other salvageable parts.
- 4.2.14 Participants participating in the Wolf Hunt Incentive program shall follow all Federal and Provincial Regulations and Legislation, including but not limited to the Wildlife Act, Alberta Hunting Regulations, Firearms Act, Petty Trespass Act.

- 4.2.15 Participants shall be removed from the list of qualified registrants if found to have not adhered to the policy as set by the Council, and shall not be eligible to receive benefit from this program; this includes, but is not limited to bringing in carcasses that were previously marked or attempting to receive payment for wolves taken either from locations within the county not included in this policy or from outside the County.

5. Registered Trapline Trappers

- 5.1 A maximum of fifteen wolf carcasses per calendar year, be verified for payment for wolves harvested on a qualifying registered trap line within the boundaries of Clear Hills County. Further, while eligible registered trappers may participate in the Private Property and Grazing Lease portion of this policy, the maximum of fifteen wolf carcasses per calendar year remains at fifteen.

Eligible Participants will:

- 5.2.1 Be a resident of Clear Hills County on land owned by the resident, or their immediate family and reside in a dwelling on that property for no less than 183 days (six months)
- 5.2.2 Provide their trapline number and a map of their registered trapline within Clear Hills County.
- 5.2.3 Provide the names of any trap line partners that may participate in this wolf hunt incentive program.
- 5.2.4 Eligible trappers requesting incentive payment shall be registered in advance with Clear Hills County and have entered into a hold-blameless agreement, attached as Appendix B.
- 5.2.5 For verification and authorization of payment the carcass, with pelt intact, from each eligible wolf harvested must be presented at the County office to a designated representative of the County.
- 5.2.6 When presenting the carcass Participants must produce the approximate land location where the wolf was harvested on the trapline.
- 5.2.7 Wolf carcasses will not be accepted from third parties.
- 5.2.8 Any carcass received by a designated representative of the County will be marked.
- 5.2.9 The Participant will handle the carcass so the designated County representative can confirm there are no markings similar to what other jurisdictions or the County use to identify carcasses presented for payment under a hunting incentive program.
- 5.2.10 The Participant will make the identification mark on the carcass as directed.

- 5.2.11 Any carcass that has been previously marked will be rejected.
- 5.2.12 Participants will be responsible for disposal of all parts of the wolf carcasses using recognized carcass disposal methods.
- 5.2.13 Participants participating in the Wolf Hunt Incentive program shall follow all Federal and Provincial Regulations and Legislation, including but not limited to the Wildlife Act, Alberta Hunting Regulations, Firearms Act, Petty Trespass Act.
- 5.2.14 Participants shall be removed from the list of qualified registrants if found to have not adhered to the policy as set by the Council, and shall not be eligible to receive benefit from this program; this includes, but is not limited to bringing in carcasses that were previously marked or attempting to receive payment for wolves taken either from locations within the county not included in this policy or from outside the County.

3. End of Policy

ADOPTED:

Resolution C494(06/22/10)

Date: June 22, 2010

AMENDED:

Resolution C167(02/22/11)

Date: February 22, 2011

Resolution C147-12(03/13/12)

Date: March 13, 2012

Resolution C776-12(11/27/12)

Date: November 27, 2012

Resolution C195-13(03/26/13)

Date: March 26, 2013

Resolution C492-15(10/13/15)

Date: October 13, 2015

Resolution C52-16(01/26/16)

Date: January 26, 2016

Resolution C113-18 (02/27/18)

Date: February 27, 2018

Resolution C643-20 (12/08/20)

Date: December 8, 2020



Appendix A (Policy 6307)
Contract of Participation
Private Property and Grazing Leases
Wolf Management Incentive Program
Between Participants and Clear Hills County

In an effort to support wolf population control efforts and to further the public interest in regards to predatory wildlife and the protection of residents livestock and the protection of the Boreal Caribou species, the Clear Hills County ("Municipality") has approved a wolf management incentive program ("Program") for the purpose of promoting wolf hunting within the Municipality. Through this program, wolf hunters ("Participants") will receive a monetary reward ("Reward") for the carcass, with pelt intact, of a wolf hunted lawfully within the Municipality.

The terms and conditions of participation in the Program are as follows;

1. **STATUTORY ADHERENCE:** While participating in the Program, the Participant will, at all times, abide by all statutes, regulations, and bylaws enacted by the federal, provincial, and municipal governments, and the Participant agrees not to violate any statutory or regulatory provision in any way. The relevant statutes include but are not limited to: the *Firearms Act*, the *Petty Trespass Act*, the *Wildlife Act*, and the *Wildlife Regulations*. Any Participant who fails to strictly adhere all relevant laws will forfeit any right to a Reward under the Program.
2. **INDEMNIFICATION AND HOLD HARMLESS:** The Participant will indemnify the Municipality, its officers, representatives, agents and employees, against and hold them harmless from and against any and all liability for any and all claims, costs, damages and expenses or liability arising on account of injury or death to persons or damage or destruction to property resulting from or arising out of or in any way connected to the Program or participation in the Program.
3. **PRECONDITIONS OF REWARD:** In order to obtain the Reward, the carcass of a lawfully hunted wolf must be presented to a designated representative of the Municipality. Any carcass received by a representative of the Municipality will be marked, and any carcass that has been previously marked by in accordance with this program or similar to other municipal jurisdictions wolf management programs will be rejected. To qualify for the Reward, a wolf must be lawfully hunted on private property owned by the Participant or a grazing lease land operated by the Participant within the boundaries of the Municipality. Any person who has not agreed to be bound by the terms and conditions of this Contract of Participation ("Contract") will be considered ineligible to receive the Reward. The Participant must state the location where each wolf was harvested.
4. **REWARD:** If and only if the representative of the Municipality is satisfied that the Participant has complied with the terms and conditions of this Contract, the Reward will be paid by the Municipality to the Participant. The Reward will be paid by the Municipality to a successful Participant at the rate set by Council for each wolf (adult and non-adult) carcass presented.

Name: _____

Business Name: _____

Mailing Address: _____

Appendix A (Policy 6307) – Page 2

Home Phone _____ Cell _____ Work _____

Email: _____

Land Location of Residence: _____

Rural Address or Street Address: _____

Have you lived at this location for a minimum of 183 days (six months)? _____

Are you also participating in this program as a registered trapline trapper? If yes complete Appendix B

Names of Immediate Family Members residing with Applicant (that may participate in this program)

Land Locations of private property owned and grazing leases held by Applicant in personal name or business name)

I the undersigned agree to be bound by the terms and conditions of this Contract of Participation and Clear Hills County Wolf Management Incentive Policy 6307.

SIGNED this _____ day of _____, _____.

Participant (print): _____ (sign): _____

Witness: (print): _____ (sign): _____

Municipal Officer (print): _____ (sign): _____



Appendix B (Policy 6307)
Contract of Participation
Registered Trap line Trappers
Wolf Hunt Management Incentive Program
Between Participants and Clear Hills County

In an effort to support wolf population control efforts and to further the public interest in regards to predatory wildlife and the protection of residents livestock and the protection of the Boreal Caribou species, the Clear Hills County ("Municipality") has approved a wolf management incentive program ("Program") for the purpose of promoting wolf hunting within the Municipality. Through this program, wolf hunters ("Participants") will receive a monetary reward ("Reward") for the carcass, with pelt intact, of a wolf hunted lawfully within the Municipality.

The terms and conditions of participation in the Program are as follows;

5. **STATUTORY ADHERENCE:** While participating in the Program, the Participant will, at all times, abide by all statutes, regulations, and bylaws enacted by the federal, provincial, and municipal governments, and the Participant agrees not to violate any statutory or regulatory provision in any way. The relevant statutes include but are not limited to: the *Firearms Act*, the *Petty Trespass Act*, the *Wildlife Act*, and the *Wildlife Regulations*. Any Participant who fails to strictly adhere all relevant laws will forfeit any right to a Reward under the Program.
6. **INDEMNIFICATION AND HOLD HARMLESS:** The Participant will indemnify the Municipality, its officers, representatives, agents and employees, against and hold them harmless from and against any and all liability for any and all claims, costs, damages and expenses or liability arising on account of injury or death to persons or damage or destruction to property resulting from or arising out of or in any way connected to the Program or participation in the Program.
7. **PRECONDITIONS OF REWARD:** In order to obtain the Reward, the carcass of a lawfully hunted wolf must be presented to a designated representative of the Municipality. Any carcass received by a representative of the Municipality will be marked, and any carcass that has been previously marked by in accordance with this program or similar to other municipal jurisdictions wolf management programs will be rejected. To qualify for the Reward, a wolf must be lawfully harvested on the Participants registered trap line within the boundaries of the Municipality. Any person who has not agreed to be bound by the terms and conditions of this Contract of Participation ("Contract") will be considered ineligible to receive the Reward. The Participant must state the location where each wolf was harvested.
8. **REWARD:** If and only if the representative of the Municipality is satisfied that the Participant has complied with the terms and conditions of this Contract, the Reward will be paid by the Municipality to the Participant. The Reward will be paid by the Municipality to a successful Participant at the rate set by Council for each wolf (adult and non-adult) carcass presented.

Name: _____

Registered Trap line Number: _____

Mailing Address: _____

Appendix B (Policy 6307) – Page 2

Home Phone _____ Cell _____ Work _____

Email: _____

Land Location of Residence: _____

Rural Address or Street Address: _____

Have you lived at this location for a minimum of 183 days (six months)? _____

Are you also participating in the Private Property/Grazing Lease portion of this program? If yes complete Appendix A

Names of trap line partners that may participate in this program: _____

Map of trap line attached: _____

I the undersigned agree to be bound by the terms and conditions of this Contract of Participation and Clear Hills County Wolf Management Incentive Policy 6307.

SIGNED this _____ day of _____, _____

Participant (print): _____ (sign): _____

Witness: (print): _____ (sign): _____

Municipal Officer (print): _____ (sign): _____

Notes from conversation with Justin Wasylciw:

Fish and Wildlife dictates whether the Bear Canyon pasture can hire someone to trap and eradicate wolves on the pasture.

Over 3 years from 2016 to 2019, the pasture paid the trapper \$18,600 per year for a total of \$55,800, during which time the trapper trapped or killed 28 wolves. This works out to a cost per wolf of \$1992.86

Since 2019, Fish and Wildlife have not had a trapper on the pasture.

Clear Hills County

Request For Decision (RFD)

Meeting:	Policy & Priority Meeting
Meeting Date:	February 13, 2023
Originated By:	Terry Shewchuk, Public Works Manager
Title:	Approach Policy 3203
File:	11-02-03

DESCRIPTION:

Council is presented with the approach construction and maintenance policy as requested by the Municipal Planning Commission.

ATTACHMENTS:

Policy 3203 Approach Construction and Maintenance

RECOMMENDED ACTION:

RESOLUTION by...to receive the discussion regarding approach policy 3203 for information as presented.

Initials show support - Reviewed by:

Manager:

CAO:





Clear Hills County

Effective Date

January 14, 2020

Policy Number: **3203**

Title: **APPROACH CONSTRUCTION AND MAINTENANCE**

1. Policy Statement

- 1.1. Clear Hills County will provide reasonable access from any developed County roadway to each existing adjacent property. With approval from the County, property owners are responsible for the development of additional accesses beyond those provided for by this policy, following County specifications and development standards.
- 1.2. Clear Hills County will maintain all County approaches.

2. Approaches to Existing County Roads

- 2.1 The County, upon request, agrees to supply every quarter section with one approach per ½ mile of road for field access and qualifying residences/dwellings with one approach on an existing County road for residential access (refer to 2.3 and 2.3.1) Approach construction guidelines are as per Schedule "A". With the exception of 2.1.1. See below:
 - 2.1.1 The County will construct an approach on each portion of a quarter section that is separated by a local forced road that has a registered road plan.
- 2.2 Should the landowner require an approach with the finished driving surface exceeding 12 meters the additional cost shall be borne by the landowner.
- 2.3 The County agrees to supply one qualifying approach that ~~is~~ may be required as a condition of a development permit approval for a dwelling or for farmstead separation subdivisions that are the first parcel being subdivided from a quarter section.
 - 2.3.1 The Developer will be responsible for the construction of any approach to Clear Hills County standards that may be required for access to a subdivision that is not both a farmstead separation and the first parcel being subdivided from the balance of the quarter section. This approach will be considered the access to any residence/dwelling that may be constructed on that subdivision.
- 2.4 The County shall not supply approaches for industrial development and shall ensure that industrial approaches and access roads do not restrict landowner access in any way.
- 2.5 The County shall upgrade cement culverts in approaches within the County on a first come first served written request basis, within the budget requirements.
- 2.6 Upon receipt of written request, the County shall upgrade one approach per qualifying residence that is less than 12 meters, with priority given to approaches less than 10 meters, refer to 2.3 and 2.3.1.
- 2.7 Upon receipt of written request, the County shall upgrade one field access approach per ½ mile of road that is less than 12 meters, with priority given to approaches less than 10 meters.

- 2.8 Clear Hills County will maintain approaches that are built to County standards as required to provide a reasonable driving surface.

3. End of Policy

ADOPTED

Resolution #C190-03

Date: March 25, 2003

AMENDED

Resolution #C876-03

Date: November 25, 2003

Resolution #C454

Date: May 9, 2006

Resolution #C981

Date: October 24, 2006

Resolution #C079

Date: January 26, 2010

Resolution #C276

Date: March 29, 2011

Resolution #C400

Date: May 10, 2011

Resolution #C735

Date: August 23, 2011

Resolution #C777

Date: November 27, 2012

Resolution #C792-14

Date: November 12, 2014

Resolution # C352-16

Date: June 14, 2016

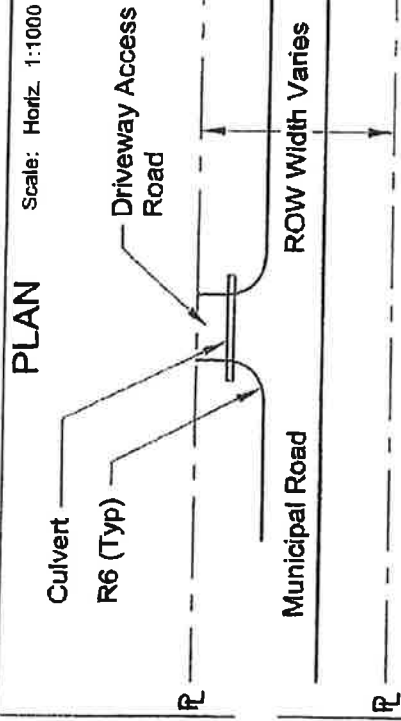
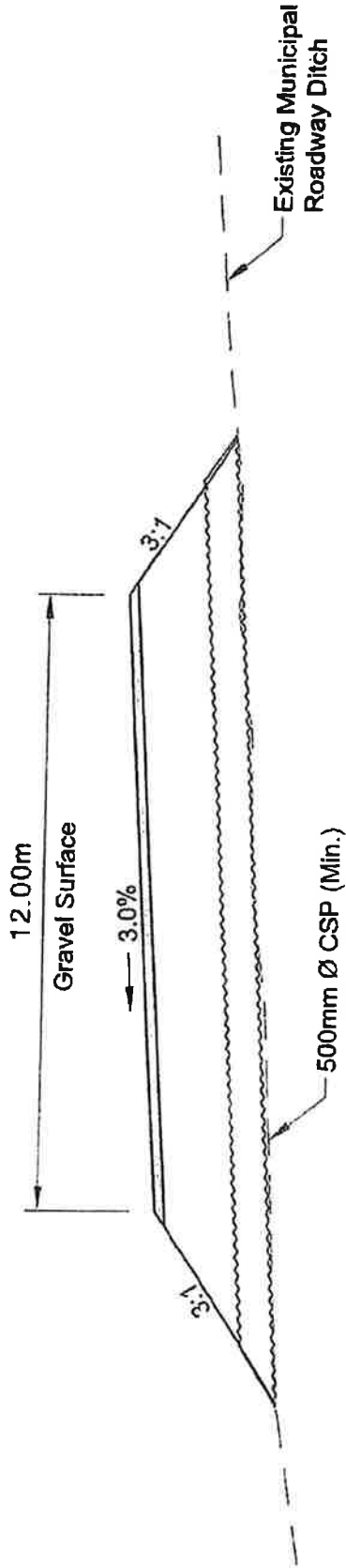
Resolution # C049-18

Date: January 23, 2018

Resolution # C041-20

Date: January 14, 2020

CROSS SECTION DRIVEWAY ACCESS Scale: Horiz. 1:100 Vert. 1:50



CLEAR HILLS COUNTY

Clear Hills County

Request For Decision (RFD)

Policy and Priority Meeting	
Meeting Date:	February 13, 2023
Originated By:	Allan Rowe, Chief Administrative Officer
Title:	Range Road 25 and Range Road 124 – Wetland Analysis
File:	11-02-03

DESCRIPTION:

Council is presented with the Wetland Analysis for Range Road 25 and Range Road 124 Wetland Analysis that were completed recently.

Wetland Replacement Fee – Range Road 25

Replacement Ratio	Replacement Area	Replacement Rate \$/ha	Replacement cost
1	0.1659	\$10,300.00	\$1,708.77
4	5.7704	\$10,300.00	\$59,435.12
Total			\$61,143.89

Replacement Ratio	Replacement Area	Replacement Rate \$/ha	Replacement cost Excluding GST
1	0.1134	\$18,500.00	\$2,097.90
Total			\$2,097.90

BUDGET:

RR 25 - \$400,000.00

RR 124-\$200,000.00

ATTACHMENT:

January 3, 2023 - Range Road 25 – RFD

January 24, 2023 – Range Road 124 - RFD

RECOMMENDED ACTION:

RESOLUTION by.....

Initials show support - Reviewed by:	Manager:	CAO: 
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Clear Hills County

Request For Decision (RFD)

	Policy and Priority Meeting
Meeting Date:	January 3, 2023
Originated By:	Allan Rowe, Chief Administrative Officer
Title:	Range Road 25 south of Township Road 832 – Wetland Analysis
File:	11-02-03

DESCRIPTION:

Council is presented with the Wetland Analysis for approximately 1000 meters of access road from Range Road 25 south of Township Road 832 to access the north corner of SW-8-83-2-W6M.

Wetland Replacement Fee

Replacement Ratio	Replacement Area	Replacement Rate \$/ha	Replacement cost
1	0.1659	\$10,300.00	\$1,708.77
4	5.7704	\$10,300.00	\$59,435.12
Total			\$61,143.89

BACKGROUND:

C220-22(04-26-22)

RESOLUTION by Councillor Walmsley to proceed to Request for Proposal on a wetland study, to be performed for approximately 1000 meters of access road from Range Road 25 south of Township Road 832 to access the north corner of SW-8-83-2-W6M
CARRIED.

BUDGET:

\$400,000.00

ATTACHMENT:

April 26, 2022 RFD – Road Request
Wetland Replacement Fee
Policy 3201- Road Construction

RECOMMENDED ACTION:

RESOLUTION by.....

Initials show support - Reviewed by:	Manager:	CAO: 
---	-----------------	---

Clear Hills County

Request for Decision (RFD)

Meeting:	Regular Council Meeting
Meeting Date	April 26, 2022
Originated By:	Terry Shewchuk, Public Works Manager
Title:	Farmland Access Request – S-8-83-2W6M
File:	32-14-02

DESCRIPTION:

Council is presented with information to proceed with a Request for Proposal on a wetland study, to be performed for approximately 1000 m on Range Road 25 south of township 832 to access S-8-83-2W6M.

BACKGROUND:

This Farmland Access Request for approximately 1000 m on Range Road 25 south of township 832 to access S-8-83-2W6M. fits in Councils current Policy.

ATTACHMENTS:

1. Location map

BUDGET:

This project has not been budgeted and if approved will need to be allocated from the Road Reserve.

RECOMMENDED ACTION:

RESOLUTION by... to proceed to Request for Proposal on a wetland study, to be performed for approximately 1000 m on Range Road 25 south of township 832 to access S-8-83-2W6M.

Initials show support - Reviewed by: Manager:

CAO:





INVESTIGATIONS & REQUESTS

File No. 32-02-10

NAME: William H. Gaugler PHONE NUMBER: 780 835 6933

ADDRESS: Box 2535 Fairview AB TDH 1LO

LAND LOCATION OF RESIDENCE: NW-11-83-3w6

REQUEST (Please Circle) Approach Culvert Brushing Drainage Backsloping Road Construction

If request for road construction please complete the following:

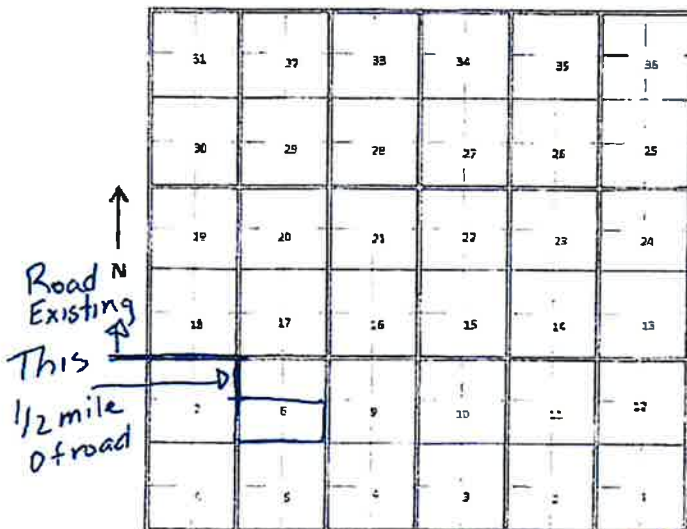
Required for farmland access or residential purpose: Farm land access

Would proposed road form part of school bus route: _____ Number of school age children: _____

Number of cultivated acres that would be served: 320 Date on which land was acquired: Nov 10/2021

Number of other persons who would benefit: _____ Name and locations of benefitting parties (attach list if more space is required)

Section: 8 Township: 83 Range: 2 West 6 Meridian NE / NW



NOTES

- need to access south half of section 8-83-2w6
- for clearing land to be farm land.

Just Nov 10/2021

De boy Lake.

SIGNATURE OF APPLICANT: DATE: Jan 25/2022

SIGNATURE OF COUNTY REPRESENTATIVE _____ DATE: _____

with Value Mapping



Clear Hills County Ownership Map

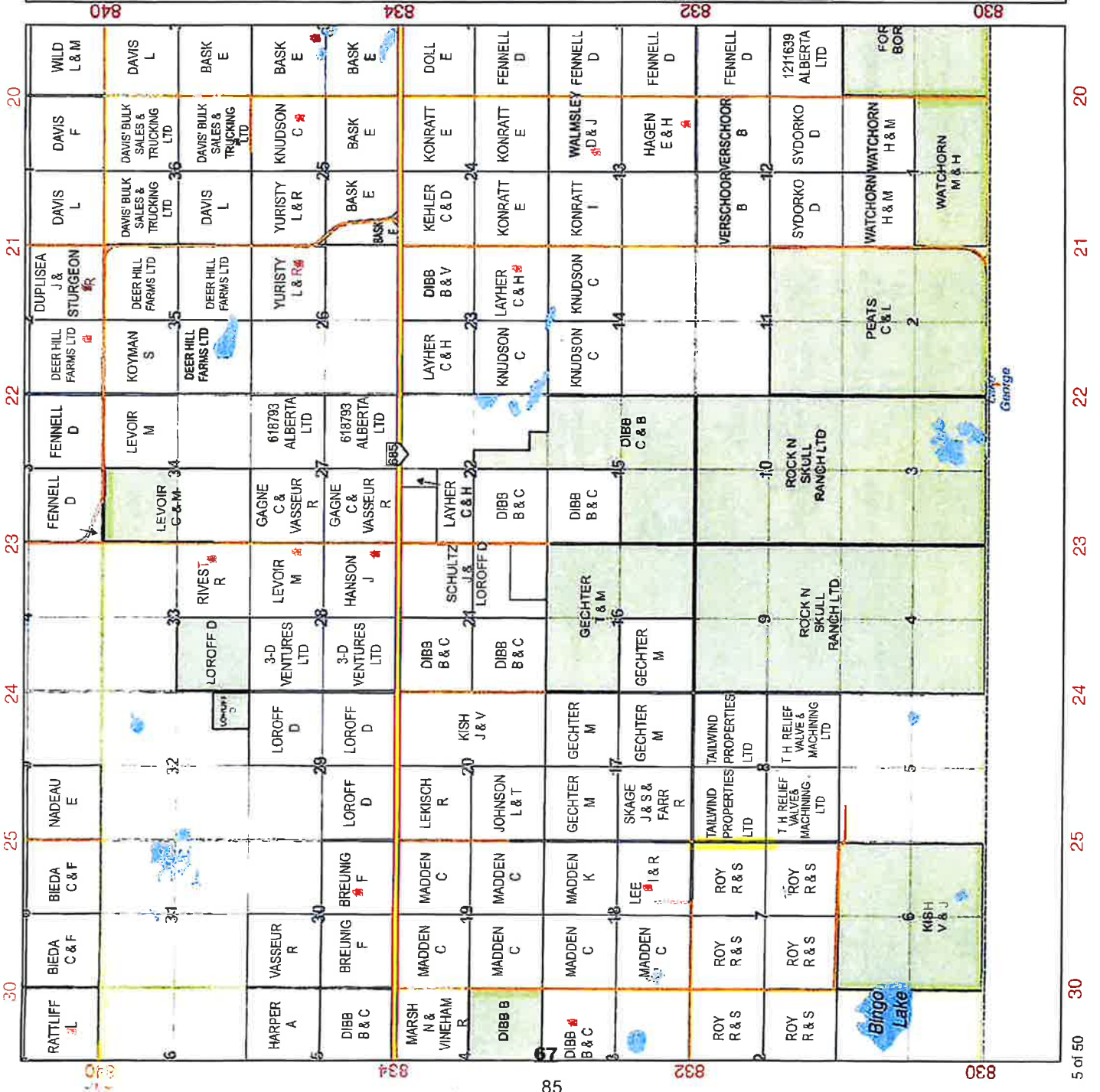
TWP 83 - RGE 02

- Residential Location
- Gravel Pit
- Waste Management Facility
- Municipal Water Facility
- Primary Highway
- Secondary Highway
- Local Paved Road
- Local Gravel Road
- Township Boundary
- Lease Land
- Titled Land
- Crown Land
- Village
- First Nation Reserve
- Clear Hills County Boundary
- Rivers, Streams and Lakes
- Index Box



Date: April 2013
Page 5 of 50

5 of 50



5 of 50

20

21

22

23

24

25

30

5 of 50

Wetland Replacement Fee Form

*Alberta Environment and Parks (AEP) and Alberta Energy Regulator (AER)

A. Water Act Applicant Information

After payment has been received a receipt will be sent to the applicant's email below.

Contact Name

Company Name (If applicable)

Contact Email

Mailing Address

City

Prov.

Postal

B. Project Information

Municipality

Legal Land Description

Qtr Sec Twp Rg Mer

Name Authenticating Professional

Authenticating Company

Name of Lead Reviewer (AER or AEP)

Administrative Region

D. Water Act Application Information

Please fill the applicable Water Act Application Number

AEP Water Act or DRAS Case Number (Leave blank if AER)

AER Water Act Application Number (Leave blank if AEP)

C. Fees for Wetland Loss

Please complete "Wetland Replacement Details" sheet to auto-populate this section.

Sum of Wetland Area Removed (ha)	1.60850000
Wetland Replacement Area Owed (ha)	5.93630000
Wetland Replacement Fee \$	61,143.89
GST \$	3,057.19
Total Wetland Replacement Fee \$	64,201.08

E. Wetland Replacement Payment Methods

See complete instructions on making the Replacement Fee payment on the yellow tab below

Payment Receipt Stamped by
Alberta Environment and Parks - Finance and Administration

Receipt Number:

Date:

WETLAND ASSESSMENT MAP

- | | |
|---|--|
|  Wooded Bog |  Road Allowance |
|  Shrubby Fen |  Dispositions |

0 300 600 M
Scale 1 : 8,000



Job No.: 220243

December 21, 2022

Created By: JW

Twp. Rg. 832

7
83-2-6



Clear Hills County

Effective Date July 12, 2022	Policy Number: 3201
Title: ROAD CONSTRUCTION	

1. POLICY STATEMENT

- 1.1 Clear Hills County will develop and enhance the vital road network system within the County for the safe transportation of passengers, tourists, industry and goods.
- 1.2 The County will implement guidelines for evaluation and prioritization of road construction.

2. ROAD CONSTRUCTION AND ROAD RECONSTRUCTION EVALUATION

- 2.1. Road Construction and reconstruction evaluation will be based on the following:
 - 2.1.1. Ranking in the 3 to 5-year Road Construction Plan
 - 2.1.2. Ranking in the Road Scoring Grid
 - 2.1.3. Ongoing maintenance costs:
 - gravel frequency;
 - grading frequency; and
 - upgrading via shoulder pulls.
 - 2.1.4. Condition of substructure - culvert placement.
 - 2.1.5. Council and staff Road Tours/Inspections
 - 2.1.6. Road reconstruction requests
 - 2.1.7. Traffic counts - summer and winter.
 - 2.1.8. Projections for long term use of the roads.
 - 2.1.9. Road destination-access to another community, province, major development, etc.
 - 2.1.10. Road users - local traffic, commercial, industrial

3. ROAD REQUEST APPLICATION EVALUATION**3.1 Road Scoring Grid:**

The following Road Scoring Grid will be used to evaluate road construction requests.

Priority	Scoring Criteria	Points
1a	No Access – To a Quarter Section with Residence	95
1b	No Access – To a Quarter Section with a Residence on a School Bus Route	90
1c	No Access – To a Quarter Section of Farm land or titled fenced pasture	85
2	Miles school bus route is reduced	5/mile
	Anticipated school bus years	Years
3	Reduced distance by existing roads	5/mile
	Miles reduced	
4	Number of groups/households served	5/group
	Basic access	minus 20
	Limited Access	minus 10
	Wet Years -No Access	50
	Wet Years- Limited Access	25
	Water Crossing Required: Bridge File	minus 50
	Water Crossing Required: 36-48"	minus 25
	Muskeg/Coulee	minus 20
	Distance	minus 5 per ½ mile over 1 mile
	Total Points	
Minimum Points to qualify		60

Notes:

*Applicants for roads that do not achieve minimum points will be notified in writing that the requested project is denied.

3.2 ROAD SCORING GRID DEFINITIONS

Effective Date July 12, 2022

- No Access: no existing roads access to a quarter section with a residential site and/or farmed or farmable land of which the applicant does not own any adjacent quarter sections.
- To qualify for scoring as a Residential access a residence must be in place or under construction on the quarter section OR an approved Development permit application in place AND Power applied for or \$1,000 paid in lieu of power. If these conditions are not met the request will be treated as a farm access. If the road is built and the residence is constructed within one year of completion of the road the applicant will be refunded the \$1,000 in lieu of power fee.
- Limited Access: applicant has adjacent land that has road access to one side, minimum
- Basic Access: road access to corner of the quarter section
- Wet Years - No Access: applicant has adjacent land that has road access to one side, minimum, but cannot access quarter section on wet years.
- Wet Years - Limited Access: applicant has adjacent land that has road access to one side, minimum and has difficulty accessing quarter section on wet years.
- Reduced distance by existing roads: based on location of nearest property owned, miles applicant has to transport equipment, etc.
- Numbers of families serviced: number of families easily recognizable as being served by new road (i.e.: own land that would be serviced by new road).
- Adjacent Land: a quarter section that is located along the side of the adjoining quarter section NOT corner to corner.
- Water refers to major water crossings (creeks, drainage ditches, etc.)
- Distance or Road required: the intent of this policy is to construct roads of up to 1 mile in length. Every ½ mile over 1 mile will be deducted 5 points due to construction cost and ongoing maintenance needs.

3.3 ROAD RECONSTRUCTION REQUESTS

3.3.1 RECONSTRUCTION REQUESTS shall be evaluated based on Section 2 of this policy (Road Construction and Reconstruction Evaluation)

-Road Construction Requests will be accepted until June 1st for consideration by Council in the next years budget. Applications that come in after June 1st will not be considered for the following years construction period and will be delayed until the following year.

-Existing road that requires substantial repairs to be brought up to an acceptable standard.

-Existing road requiring upgrading to a higher standard of road

3.4 ROAD REQUEST APPLICATION RANKING

3.4.1 The Road Scoring Grid ranks road based on the following Priority list:

- NO ACCESS roads shall be constructed first.
- All other roads shall be assessed for construction, incorporating the following criteria:
 - a. Miles a school bus route is reduced 1st priority
 - b. Reduced distance travelled by existing roads 2nd priority
 - c. Number of groups/households served 3rd priority

- d. Number of parcels of land served (information only)

4. ROAD CONSTRUCTION PRIORITIZATION

- 4.1. The CAO shall present to Council Road request applications for Councils review and approval as per the road construction evaluation and budgetary allocations, annually in June of each year to be considered for the following years construction program:
- Road Construction Evaluation;
 - Road Request Application Evaluation
- 4.2. The list will include estimated costs to construct the requests that are presented for prioritization.
- 4.3. The list shall contain the legal description(s) of the land adjacent to the road requests, the name of the person(s) requesting, the total number of kilometers requested built, and the estimated cost of the road - construction.

5. CONNECTOR ROAD REQUESTS

- 5.1. Construction of connector roads that do not fit the construction criteria requirements may be authorized by Council in cases where the connection may benefit users.

6. END OF POLICY

Related Policies:

- 3202 Road Construction Specifications
- 3203 Approach Construction
- 3205 Land Need and Acquisition

ADOPTED

Resolution #C190-03

Date: March 25, 2003

AMENDED

Resolution #C876-03

Date: November 25, 2003

AMENDED

Resolution #C153(03/13/07)

Date: March 13, 2007

AMENDED

Resolution #C180(02/23/10)

Date: February 23, 2010

AMENDED

Resolution #C393-12

Date: July 10, 2012

AMENDED

Resolution # C398-12(07/24/12)

Date: July 24, 2012

AMENDED

Resolution # C405-14(06/24/14)

Date: June 24, 2014

AMENDED

Resolution # C413-17 08/22/17

Date: August 22, 2017

AMENDED

Resolution #C463-20(10-13-20)

Date: October 13, 2020

AMENDED

Resolution #C357-22(07-12-22)

Date: July 12, 2022

Clear Hills County

Request For Decision (RFD)

	Regular Council Meeting
Meeting Date:	January 24, 2023
Originated By:	Allan Rowe, Chief Administrative Officer
Title:	Range Road 124 – Wetland Analysis
File:	11-02-02

DESCRIPTION:

Council is presented with the Wetland Analysis to construct an access road north on Range Road 124 for approximately 1000m to access NW-9-84-12 W6M.

Wetland Replacement Fee

Replacement Ratio	Replacement Area	Replacement Rate \$/ha	Replacement cost Excluding GST
1	0.1134	\$18,500.00	\$2,097.90
Total			\$2,097.90

BACKGROUND:

C365-22(07-12-22) RESOLUTION by Councillor Stevenson to include the construction of an access road approximately 1000 meters on Range Road 124 north to NW-9-84-12 W6M in the 2023 Multi Year Capital Plan and proceed with a wetland assessment. CARRIED.

BUDGET:

\$200,000.00

ATTACHMENT:

July 12, 2022, RFD – Road Request
Wetland Replacement Fee

RECOMMENDED ACTION:

RESOLUTION by.....

Initials show support - Reviewed by:

Manager:

CAO:



Clear Hills County

Request For Decision (RFD)

Meeting:	Regular Council Meeting
Meeting Date:	July 12, 2022
Originated By:	Allan Rowe, Chief Administrative Officer
Title:	Access Road Request NW-9-84-12 W6M
File:	11-02-02

DESCRIPTION:

Council is presented with an application to construct an access road north on Range Road 124 for approximately 1000m to access NW-9-84-12 W6M.

- This request meets the current Road Construction Policy.
- With all new Road Construction projects, a wetland assessment is required before proceeding.

ATTACHMENTS:

Road Request Application
Maps

Budget Implications


\$200,000.00

OPTIONS:

1. To include the access road approximately 1000m on Range Road 124 north to NW-9-84-12 W6M in the 2023 Multi Year Capital Plan and proceed with a wetland assessment.

RECOMMENDED ACTION:

RESOLUTION by.....

Initials show support - Reviewed by:	Manager:	CAO: 
--------------------------------------	----------	--

55

95

43



INVESTIGATIONS & REQUESTS

File No. 32-02-10

NAME: 1118913 AB CORP

PHONE NUMBER: _____

ADDRESS: _____

LAND LOCATION OF RESIDENCE: _____

REQUEST (Please Circle) Approach Culvert Brushing Drainage Back Sloping Road Construction

If request for road construction please complete the following:

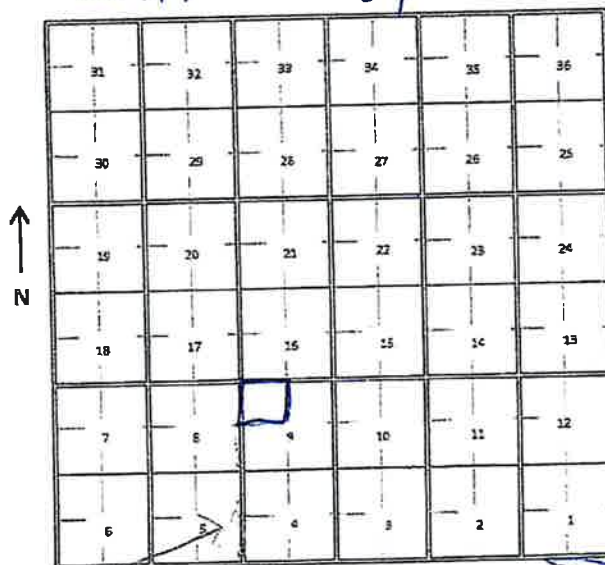
Required for farmland access or residential purpose: farmland access

Would proposed road form part of school bus route: NO Number of school age children: N/A

Number of cultivated acres that would be served: 0 Gr now Date on which land was acquired: December 20, 20

Number of other persons who would benefit: 0 Name and locations of benefitting parties (attach list if more space is required)

Section: 12 Township: 84 Range: 12 West 6 Meridian



NOTES

land locked quarter
Farm and
Extend N/S RR 125?
to access

Extend road to quarter
SIGNATURE OF APPLICANT: _____

DATE: April 11, 2022

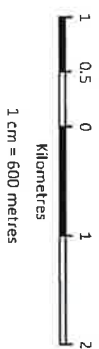
SIGNATURE OF COUNTY REPRESENTATIVE Audrey Byrd

DATE: June 14/22

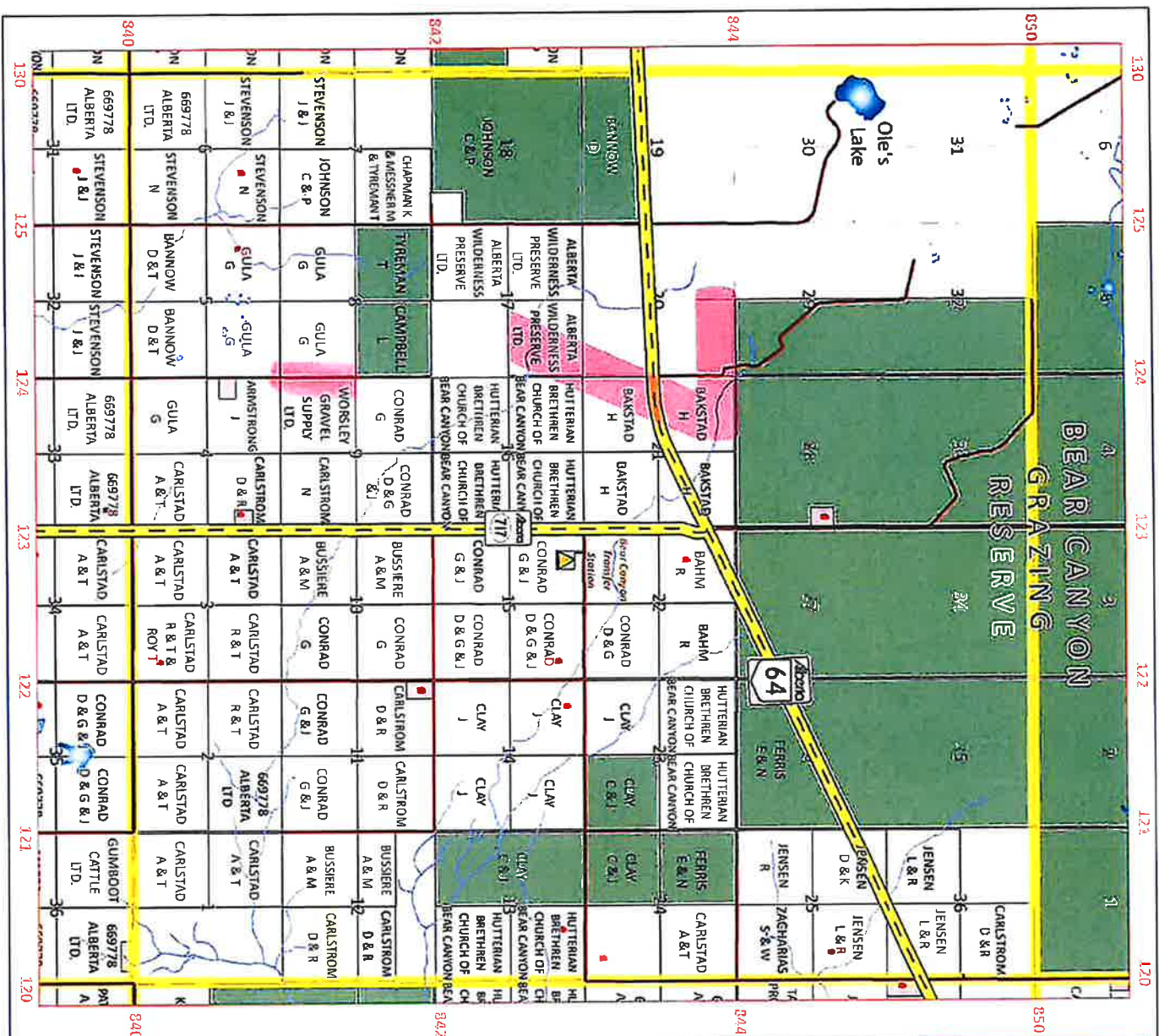


Clear Hills County Ownership TWP 84 - RGE 12

- Titled Land
- Small Holding
- Crown Land
- Grazing Land
- Village
- First Nation Reserve
- Waterbody
- Electoral District
- Township Boundary
- Provincial Road
- Municipal Road (Paved)
- Municipal Road (Gravel)
- Residential Location
- Gravel Pit
- Waste Transfer Facility
- Municipal Water Facility



Mackenzie Municipal Services Agency
3100 - 51 St., Box 450, BEAVER, AB T0K 0T0
Phone: 780-330-3460 Fax: 780-330-3411
www.mmsa.ca e-mail: info@mmsa.ca





Vegetation removal will be confined to the road construction area and will only take place where absolutely necessary. Vegetation removal will take place immediately before the start of construction to shorten the length of time that the wetland will be impacted by loss of habitat created by wetland vegetation. Wetland vegetation will be removed and disposed of by the proponent. Wetland soils should be stored separately from upland topsoil, for use in site reclamation. Culverts will be installed along the access road to maintain hydrological connectivity within the impacted wetland.

The project proponent will be responsible for conducting routine maintenance and operations inspections. Culverts will be inspected and maintained to ensure hydrological connectivity is maintained.

Reclamation Plan

The proponent has opted for fee-in-lieu wetland replacement as the impacts to the wetlands will be permanent. Please see the compensation evaluation in Section 4.4 of this report.

Replacement

The proponent has opted to pay the replacement cost of the impacted wetland areas. The wetlands are located on public land in the White Area within Relative Wetland Value Assessment Unit 12, and have a replacement cost of \$18,500 CAD per hectare. The project footprint will result in impacts to a total of 0.1134 hectares of wetland, with a total wetland replacement cost of \$2,202.80 CAD. The numbers have been determined using the results from the ABWRET-A submission, the Alberta Wetland Mitigation Directive (Alberta Environment and Parks, 2017), and the Alberta Wetland Replacement Fees Form.

Table 3. Compensation evaluation for wetlands impacted by extension of the SE-8-84-12-W6 wellsite.

Wetland ID	ABWRET-A Value	Relative Wetland Value Assessment Unit	Rate (\$/hectare)	Total Wetland Size (ha)	Impacted Area (ha)	Replacement Cost (CAD)
WL1	D	12	\$18,500	0.6778	0.1134	\$2,097.90
TOTAL (including GST)						\$2,202.80

Note: Wetland replacement rate, and replacement cost values have been calculated using the Alberta Wetland Replacement Fees form (Alberta Environment and Parks, 2021) and are subject to change, although the most current rates at the time of report writing have been used.



CLEAR HILLS COUNTY

WETLAND ASSESSMENT MAP

Showing Proposed Road Allowance

- ☐ Proposed Road Allowance
- ☐ Temporary Shrubby Swamp

0 250 500 M
Scale 1 : 6,500

Clear Hills County

Request For Decision (RFD)

	Policy and Priority Meeting
Meeting Date:	February 13, 2023
Originated By:	Allan Rowe, Chief Administrative Officer
Title:	Continuing Education Scholarship Policy 6801
File:	11-02-03

DESCRIPTION:

Council is presented with Policy 6801 Continuing Education Scholarship

BACKGROUND:

ATTACHMENTS:

Policy 6801 Continuing Education Scholarship

RECOMMENDED ACTION:

RESOLUTION by.....

Initials show support - Reviewed by:

Manager:

CAO:





Clear Hills County

Effective Date: December 13, 2022	Policy Number 6801
Title: CONTINUING EDUCATION SCHOLARSHIPS POLICY	

1. POLICY STATEMENT

Clear Hills County recognizes the value of continued education and trades training among its citizens and will develop a policy to provide scholarships to Clear Hills County residents to assist with the costs to obtain additional education and training. These scholarships will be known as the Clear Hills County Continuing Education Scholarships.

2. DEFINITIONS:

2.1.	Qualifying Year	September 1 st Current year to August 31 st of the next year
2.2.	Education Fees	Tuition, Books, Cost of Living, Transportation, Fees & Charges
2.3.	Eligible Programs	Trades (Technical School), Apprenticeship, Postsecondary Degrees (associate, bachelor's, or graduate), Professional Certification and Product-specific certifications (<i>i.e., Continuing Education Programs & Courses</i>)
2.4.	Enrolled	Has applied and been accepted to an "Eligible Program"
2.5.	Proof of Tuition payment	An official receipt showing proof of Tuition paid to the institute of the eligible program.
2.6.	CES	Continuing Education Scholarship
2.7.	Supplementary Trade year	When the individual can successfully complete 2 consecutive Trade years in the qualifying year. <i>i.e., 1st year welding and 2nd year welding within September 1st to August 31st.</i>

3. BUDGET IMPLICATIONS:

3.1. An annual budget of \$50,000.00 will be set for continuing education

scholarships, to be distributed based on approved scholarship applications, until the budget is depleted.

3.2. Each Scholarship will be to cover education fees to a maximum of \$3,000.00.

4. GENERAL

4.1. To be eligible for a scholarship applicant must

- Be a Canadian citizen or landed immigrant, and resident of Alberta.
- Be a resident of Clear Hills County or the Village of Hines Creek for no less than one year prior to applying.
- Be actively enrolled or have applied to enroll in an eligible program.
- Include a short essay as part of the application package, describing what they are doing or have done to make the County or Village of Hines Creek a better place to live, work or relax.

4.2. The biannual application deadlines will be October 1st and February 1st.

4.3. When a scholarship recipient will be completing a second consecutive Trade year in the same program within the qualifying year, then the individual will be able to apply for a supplementary CES at a reduced amount of \$1,500.00.

4.4. A scholarship recipient will only be able to access one full scholarship and one Supplementary Trade year scholarship within the qualifying year.

4.5. Administration will review all applications and distribute the Scholarship funds to qualifying applicants in accordance with Section 3 of this policy.

4.6. A report will be made to Council after the distribution of the Scholarships.

4.7. If qualifying applications exceed the annual budget administration will present Council with the financial details for their direction prior to distribution of the Scholarship funds.

4.8. Applicants enrolled in multi-year education programs may submit a scholarship application annually, prior to the deadlines. Scholarships will not be approved for previous years eligible programs that have completed at the time of application.

4.9. Eligibility:

4.11 Eligible Programs: Trades (Technical School), Apprenticeship, Postsecondary Degrees (associate, bachelor's, or graduate), Professional Certification and Product-specific certifications.

4.12 Ineligible Programs: No potential employment opportunity within the County.

4.13 Scholarship Payment: will be processed upon the Recipient providing proof that

tuition or registration fee has been paid in the form of a receipt with the tuition or registration fee clearly identified, and completion of any necessary documentation or agreements. A debit or credit card slip is not considered proof of payment.

- 4.14 Proof of Completion: Recipients will provide a certificate or verification letter provided by the educating body confirming successful completion of the education the scholarship was received for. Failure to provide proof of completion will require the Recipient to repay the Scholarship in full.
- 4.15 Repayment Recipient will repay the scholarship if they do not complete the Eligible Program the scholarship was received for or fail to provide proof of completion within 8 weeks of completing the program or course.
- 4.16 Recipients that fail to fulfil the reporting requirements to the point in time that a demand for repayment invoice is issued will not be eligible to receive any further Continuing Education Scholarships.

5. FORMS AND PROCEDURES

5.1. Administration will develop an application form for the Scholarship.

5.2. Administration will develop procedures as needed to address advertising, distribution, and evaluation of applications.

6. END OF POLICY

ADOPTED

Resolution C236-14(04/08/14)

Date: April 8, 2014

AMENDED

Resolution C774-14(11/12/14)

Date: November 12, 2014

Resolution C860(12/09/14)

Date: December 9, 2014

Resolution C486-16(09/13/16)

Date: September 13, 2016

Resolution C389-18(08-14-18)

Date: August 14, 2018

Resolution C14-19(01-08-19)

Date: January 8, 2019

Resolution C398-19(08/13/19)

Date: August 13, 2019

Resolution C215-20 (04-21-20)

Date: April 21, 2020

Resolution C488-20 (10/13/20)

Date: October 13, 2020

Resolution C635-22(12-13-22)

Date: December 13, 2022

Clear Hills County

Request For Decision (RFD)

Meeting:	Policy & Priority Meeting
Meeting Date:	February 13, 2023
Originated By:	Terry Shewchuk, Public Works Manager
Title:	Draft Grader Beat Tender & Contract
File:	11-02-03

DESCRIPTION:

Council is presented with a draft grader beat tender and contract as per requested.

ATTACHMENTS:

Draft Grader Beat Tender and Contract

RECOMMENDED ACTION:

RESOLUTION by...to receive the information regarding grader beats, as presented.

Initials show support - Reviewed by:

Manager:

CAO:





**Clear Hills County
313 Alberta Ave.
Box 240
Worsley, AB
T0H 3W0**

DRAFT TENDER

DESCRIPTION:

Grader Beat

REFERENCE #:

Tender Closing Time:
DATE
4:00 p.m. Local Time

Contents:

- 1.0 Invitation to Tender**
 - 1.1 Inquiries
 - 1.2 Tender Return
 - 1.3 RFT Schedule of Events
- 2.0 Scope of Work**
 - 2.1 Project Overview
 - 2.2 Term
- 3.0 Instructions to Bidders**
 - 3.1 Background
 - 3.2 Submission of Tenders
 - 3.3 Tender Form
 - 3.4 The Freedom of Information and Protection of Privacy Act
 - 3.5 Tender Documents
 - 3.6 Variation in Tender Documents and no Implied Obligation
 - 3.7 Addenda
 - 3.8 Tender
 - 3.9 Insurance
 - 3.10 Site Conditions
 - 3.11 Prime Cost and Contingency Sums
 - 3.12 Permit and Inspections
 - 3.13 Successful Bidder
 - 3.14 Workers Compensation
 - 3.15 Occupation Health and Safety
 - 3.16 Registration
 - 3.17 Equipment
 - 3.18 Tender Deposits
 - 3.19 Performance Bond
 - 3.20 Tender Exceeding Budget
 - 3.21 Agreement on Internal Trade and Trade Investment and Labour Mobility Agreement
 - 3.22 Acceptance or Rejection of Tenders
 - 3.23 Law and Forum Tender
 - 3.24 Acceptance Period
- 4.0 Evaluation**
- 5.0 Tender Form**
- 6.0 Draft Contract**
 - 6.1 Interpretation
 - 6.2 Grant and Conveyance
 - 6.3 Term
 - 6.4 Payment
 - 6.5 Owner's Operations
 - 6.6 Contractor's Operations
 - 6.7 Performance Bond
 - 6.8 Indemnity and Exemptions
 - 6.9 Insurance
 - 6.10 Taxes
 - 6.11 Expiration/Termination
 - 6.12 Arbitration
 - 6.13 Freedom of Information and Privacy Act
 - 6.14 General
- 7.0 Map**
- 8.0 Clear Hills County Policies and Procedures**

1.0 Invitation to Tender

Vendors are invited to submit a Tender for the provision of services as set out in this Request for Tender (RFT) document.

This RFT will be conducted with the objective of maximizing the benefit to Clear Hills County while offering vendors a fair and equitable opportunity to participate.

Vendors are advised to pay careful attention to the wording used throughout the RFT. Failure to satisfy any term or condition may result in an unacceptable Tender.

Vendors submitting a Tender are deemed to have accepted all the Tender Documents.

This RFT does not commit Clear Hills County to award a contract or to pay any costs incurred in the preparation of a Tender, or to attend a meeting with Clear Hills County staff.

The right to reject any or all Tenders is reserved by Clear Hills County and the lowest or any Tender will not necessarily be accepted.

Monitoring of the Service(s), will be performed by the County, or its designated representative, at a frequency to be determined by the County in its sole and unfettered discretion.

Submission of a tender by a bidder gives the County the right to require the Bidder to execute the contract for the Service(s) as set out within the tender documents. Tenders may not be withdrawn after the Tender Closing and will be irrevocable and open for acceptance by the County for a period of thirty (30) days following the end of the day the Tender Closing. The Successful Bidder will be notified in writing of the award of the Tender when the County delivers a letter of intent to the Successful Bidder.

1.1 Inquiries

1.1.1 Refer all Tender inquiries to Public Works Manager, by fax 780-685-3960 or by email to @clearhillscounty.ab.ca

1.1.2 Indicate Tender # and project description on all correspondence.

1.1.2.1 **Request for Tender #:**

Description: Grader Beat

1.2 Tender Return

1.2.1 Tenders will be received at Clear Hills County office no later than 4:00 p.m., local time, on **DATE**. Tender submissions shall be sealed and enclosed in envelopes marked with the RFT number and addressed to:

Clear Hills County
313 Alberta Ave
PO Box 240
Worsley, AB T0H 3W0
Attn: Public Works Manager

1.2.2 Faxed or electronic Tenders will not be accepted. Clear Hills County does not recommend sending Tenders by Courier due to limited Courier Services. Tender number must be clearly marked in the subject line or on coversheet.

1.2.3 Each Tender shall be addressed to Clear Hills County in a sealed envelope clearly marked with Organization's name, address and Tender number.

1.2.4 Clear Hills County is not responsible for the timeliness of documents delivered to the County.

1.3 RFT Schedule of Events

- 1.3.1 RFT Issue Date:
- 1.3.2 RFT Closing Date:
- 1.3.3 Closing Time: 4:00 p.m. Local Time
- 1.3.4 Opening of Tenders:

2.0 Scope of Work

2.1 Project Overview

- 2.1.1 Clear Hills County (the "County") is seeking tenders for the **LOCATION** Grader Beat.
- 2.1.2 The Service(s) to be supplied is as follows:
 - 2.1.2.1 Motorized Grader Services shall meet or exceed, the Specifications set out in the Request for Tender.
- 2.1.3 In order to determine if the Service(s) to be supplied are in conformity with the specifications, and with other contractual requirements, monitoring of the Service(s), will be performed by the County, or its designate representative, at a frequency to be determined by the County in its sole and unfettered discretion. The monitoring by the County shall in no way relieve the Successful Proponent from its obligations to meet the requirements of the specifications and other contractual requirements.

2.2 Term

- 2.2.1 Term of the contract will start on November 1, 202_ and will expire October 31, 202_.

3.0 Instructions to Bidders

3.1 Background

- 3.1.1 Clear Hills County (the "County") is seeking tenders for Motorized Grader Service. The Service(s) shall meet, or exceed, the specifications described in the Request for Tender.
- 3.1.2 In order to determine if the Service(s) to be supplied are in conformity with the Specifications, and with other contractual requirements, monitoring of the Service(s), will be performed by the County, or its designate representative, at a frequency to be determined by the County in its sole and unfettered discretion. The monitoring by the County shall in no way relieve the Successful Bidder from its obligations to meet the requirements set out throughout the Request for Tender and other contractual requirements.
- 3.1.3 It is also understood and agreed by the Bidder that the Successful Bidder shall continue to provide service after the expiry of the Term, if required, for a minimum period of sixty (60) days, or for such other time as to be negotiated by the County's Public Works Manager, or order to allow the County to award the new contract for the Service(s).
- 3.1.4 The Tender shall provide motorized graders less than ten (10) years old. Motorized graders shall not exceed ten (10) years of age at any time during the Term of the Contract. A road worthiness safety inspection is required at seven (7) years of age. A copy of the inspection must be provided to the County.
- 3.1.5 The Tender shall be on an hourly basis which will cover all direct and indirect costs related to the performance of the Service(s) during the term.
- 3.1.6 As per the Terms of Payment in the Contract, the Hourly Rate will begin when the Grader begins the Service(s) in the Grader Beat. This **will not** include warm up and cool down time as well as travel from outside the Grader Beat to the Grader Beat and grader will arrive at the beat ready to perform work (fueled, blades in working order, etc.)
- 3.1.7 The Successful Bidder shall deliver the Service(s) to the County as follows:
 - 3.1.7.1 Clear Hills County ("the County") as the authority for the construction and maintenance of all local roads in the County, is requesting tenders for Motorized Grader Service for the Grader Beat areas within the County. The Service(s) shall meet, or exceed, the specifications described in the Request for Tender and the Contract. The term to be five (5) years.
- 3.1.8 The County will receive sealed tenders (tenders will be received, date and time stamped at the Clear Hills County office) until 4:00 p.m. local time on **DATE**. Faxed and/or emailed tenders will not be accept and will be returned to the bidder.

3.2 Submission of Tenders

- 3.2.1 Each Tender shall be addressed to Clear Hills County in a sealed envelope clearly marked with the Bidder's name, address and Tender Number. The sealed envelope containing the Tender shall be delivered before the Tender Closing time to the County in accordance with the Invitation to Tender and the Instructions to Bidders at:

Clear Hills County
313 Alberta Avenue
Box 240
Worsley, Alberta
T0H 3W0
Attention: Public Works Manager
780-685-3925

- 3.2.2 In the event of a dispute or issue about whether or not a Tender complies with the Instructions to Bidders, the County reserves the right to retain and open a copy of the Tender in question in order to seek and obtain a legal opinion in relation thereto.

3.3 Tender Form

- 3.3.1 Each Bidder shall submit a complete tender on the Tender Form which forms part of the Tender Documents with the blank spaces filled in. The Tender Price must be written in words as well as figures and must be for a sum in Canadian Dollars including all tariffs, freight, duties and taxes other than the Goods and Services Tax which must be shown as a separate amount unless otherwise specifically stipulated (hereinafter referred to as the "Tender Price"). In the event if a discrepancy between an amount written in words and an amount written in figures, the amount written in words shall be deemed the intended amount. Tender shall be written in English.
- 3.3.2 Each Bid Rate per year is to be one hourly bid only.
- 3.3.3 Notwithstanding the foregoing, the County shall be entitled to accept a Tender in such form as the County in its sole and unfettered discretion deems acceptable irrespective of irregularities whether of a trivial or substantial nature, or whether the Tender is noncompliant in a trivial or substantial manner.
- 3.3.4 The County shall not be obligated to accept Tenders that are unsigned, incomplete, conditional, illegible, unbalanced, obscure, contain irregularities of any kind, or mathematical or calculation errors of any kind. On Unit Price Tenders, if there is a discrepancy found between the unit price and the extended amount, the unit price shall be deemed to represent the intention of the Bidder. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any figures and the correct sum thereof will be resolved in the favor of the correct sum. Any discrepancies between the Tender Form and a post Tender Closing submission required by the Tender Documents will be resolved in favour of the post Tender Closing Submission.
- 3.3.5 Tenders shall not be withdrawn, modified or clarified after being delivered in accordance with the Tender Documents unless such withdrawal, modification or clarification is made in writing and actually received by **Public Works Manager** of the County prior to Tender Closing. Any withdrawal, modification or clarification of the Tender must be followed by a letter of confirmation signed and sealed in the same manner as the Tender and delivered to the County in the Invitation to Tender within 48 hours of the Notice of the withdrawal, modification or clarification.

3.4 The Freedom of Information and Protection of Privacy Act

- 3.4.1 All documents submitted to the County will be subject to the protection and disclosure provisions of *Alberta's Freedom of Information and Protection of Privacy Act* ("FOIP"). FOIP allows persons a right of access to records in the County's custody and control. It also prohibits the County from disclosing the Bidder's personal or business information where disclosure would be harmful to the Bidder's business interests or would be unreasonable invasion of personal privacy as defined in section 15 and 16 of FOIP. Bidders are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure. However, the County cannot assure Bidders that any portion of the Bidder's documents can be kept confidential under FOIP.

3.5 Tender Documents

- 3.5.1 By submitting its Tender, the Bidder acknowledges and agrees that it has received and reviewed the Tender Documents and that its Tender is subject to the terms and conditions of the Tender Documents.

3.6 Variation in Tender Documents and no Implied Obligation

- 3.6.1 The Bidder shall carefully examine the Tender Documents. Any errors, omission, discrepancies or clauses requiring clarification shall be reported in writing to the County at least ten (10) calendars days prior to the Tender Closing. Where necessary the County shall respond to reported errors, omissions, discrepancies or clauses requiring clarification by way of Addenda.
- 3.6.2 Should a Bidder fail to report any such errors, omissions, discrepancies or clauses requiring clarification at least ten (10) calendar days prior to Tender Closing, the County shall be the sole judge as to the intent of the Tender Documents.
- 3.6.3 No implied obligation of any kind by or on behalf of the County shall arise from anything in the Tender Documents, and the express covenants and agreements contained in the Tender Documents and made by the County, are and shall be the only covenants and agreements that apply.
- 3.6.4 The Tender documents supersede all communication, negotiations, agreements, and representations and warranties either written or oral relating to the subject matter of the Tender prior to the Tender Closing, and no changes shall be made to the Tender Documents except by written addenda.

3.7 Addenda

- 3.7.1 Any changes to the Tender shall be in writing in the form of Addenda. Any Addenda issued to the Tender shall form part of the Tender Documents, whether or not the receipt has been acknowledged by the Bidder, and the cost for doing the work therein shall be included in the Tender Sum. Verbal representations shall not be binding on the County nor form part of the Tender Documents. Technical inquiries into the meaning or intent of the Tender Documents must be submitted in writing to Public Works Manager of the County.

3.8 Tender

- 3.8.1 Each Bidder shall review the Tender Documents provided by the County and confirm that it is in the possession of a full set of Tender Documents when preparing its Tender.
- 3.8.2 Tenders shall be properly executed in full compliance with the following requirements:

- 3.8.2.1 The signatures of persons executing the Tender must be in their respective handwriting; and
- 3.8.2.2 If the Tender is made by a limited company, the full name of the company shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal shall be affixed;
- 3.8.2.3 If the Tender is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Tender shall be signed by a partner or partners who have authority to sign for the partnership;
- 3.8.2.4 If the Tender is made by an individual carrying on business under the name other than its own, its business name together with its name shall be printed immediately above its signature or
- 3.8.2.5 If the Tender is made by a sole proprietor who carries on business in its own name, the proprietor shall print its name immediately below its signature.
- 3.8.3 Tenders received from agents representing the Bidder must be accompanied by a Power of Attorney signed by the said Bidder showing that the agents are duly authorized to sign and submit the Tender and have full power to execute the Contract. The execution of the Contract will binding and have the same effect as if it were duly signed by the Owners.
- 3.8.4 Only one Tender from an individual, firm, partnership or corporation will be considered. By submitting its Tender, the Bidder acknowledges and agrees that if the County has reasonable grounds for believing that any Bidder is interested in more than one Tender for the Service(s), the County may, in it's sole and unfettered discretion, reject all of the Tenders in which such Bidder is interested.
- 3.8.5 By submitting its Tender, the Bidder acknowledges and agrees that any or all Tenders will be rejected if the County has reasonable grounds for believing that collusion exists among the Bidders.

3.9 Insurance

- 3.9.1 The Tender **shall be accompanied** by a Letter of Insurability or undertaking of Insurance in standard form from the Bidder's Insurance Broker certifying that the required insurance will be issued to the Bidder is the Successful Bidder as required in the Contract.
- 3.9.2 Thirty (30) days prior to the commencement of the Contract the Successful Bidder shall provide to the County a Letter of Insurability or Undertaking of Insurance in standard form from the Bidder's Insurance Broker certifying that the required insurance will be issued to the Bidder and be in place for the commencement of the Contract.
- 3.9.3 The Successful Bidder shall provide to the County a Certificate of Insurance, certifying that the insurance as required by the Contract is in place no later than the date of the commencement of the Contract.
- 3.9.4 The Successful Bidder shall be required to secure and maintain at its own expense the insurance provided for in the Contract.
- 3.9.5 to the Work and no separate or additional payment will be made.

3.10 Site Conditions

- 3.10.1 The Bidder is responsible for inspecting the site of the work and for making whatever inquiries or arrangements necessary for it to become fully informed of the nature of the site of work, including the soil structure and

topography of the site and of the work to be performed and all matters which may in any way affect the work. Without limiting the foregoing, by the submission of its Tender, the Bidder acknowledges that it has investigated and satisfied itself as to:

3.10.1.1 The nature of the work.

3.10.1.2 The location and all conditions relating to the location of the work including, but no limited to, general character, surface and sub-surface condition, soil structure, utilities, road, uncertainties of seasonal weather and all other physical, topographical, geological and geographic conditions.

3.10.1.3 The general character, conditions, laws and restrictions applicable to the work that might affect the performance of the work.

3.10.1.4 All environmental risks, conditions, laws and restrictions applicable to the work that might affect the work.

3.10.1.5 The magnitude of the service required to execute and complete the work.

3.10.2 The Bidder is fully responsible for obtaining all information required for the preparation of its Tender and for the execution of the Service(s). The County is not responsible for undertaking any investigations to assist the Bidder. Any information, or other documents which are not included or referred to in the Tender Documents (the "Non-Tender Information"), form no part of this Tender. The County and County's Consultants, if any, assume no responsibility of any kind whatsoever arising from or relating to its failure to include or refer to such Non-Tender Information. Bidders, who obtain or rely upon such Non-Tender Information or other documents, do so entirely at their own risk.

3.10.3 The Bidder further agrees that it shall not rely upon any oral information provided to it by the County, the County's Consultants, if any, or their representatives.

3.11 Prime Cost and Contingency Sums

3.11.1 The Bidder shall include in its Tender Price any prime cost sums or contingency sums. The Goods and Services Tax shall be shown as a separate amount.

3.11.2 The Tender shall be on an hourly rate basis which will cover all direct and indirect costs related to the performance of the Service(s) during the term.

3.11.3 As per the Terms of Payment in the Contract, the Hourly rate will begin when the Grader begins the Service(s) in the Grader Beat. This will not include warm and cool down time, fuelling machine, or any maintenance that is done to the grader, as well as travel from outside the Grader Beat to the Grader Beat.

3.11.4 Any tax rebates that apply under the current legislation will be claimed by and will be accrued to the benefit of the County.

3.12 Permit and Inspections

3.12.1 The Bidder shall include in its Tender Sum, permits and inspections required by any governmental or other authority having jurisdiction or as required to fully perform the Service(s) in accordance with the Contract, if required.

3.13 Successful Bidder

3.13.1 Award of Contract by the County occurs once the Bidder receives a Letter of Intent duly executed by Public Works Manager of the County after the

Public Works Manager has been duly and legally authorized by the County to send such letter of intent.

- 3.13.2 Following the receipt of the Letter of Intent, the Successful Bidder shall provide the Performance Bond within the time required (Section 3.19). The Successful Bidder shall also provide the requirements of Insurance as required (Section 3.9).

3.13.2.1 If the Successful Bidder fails to comply with either or both of the requirements in Section 3.18.6, the Tender Deposit shall be forfeited to the County as compensation for damages the County may suffer.

3.13.2.2 Within ten (10) working days of receipt of the Contract from the County, the Successful Bidder shall duly execute the Contract and return it to the County.

3.14 Workers Compensation

3.14.1 Each Bidder is to submit with its Tender, a letter of account from the Workers' Compensation Board of Alberta. This letter is to be current and not dated fourteen (14) days prior to Tender Closing.

3.14.2 The Bidders who do not have an account at the Workers' Compensation Board of Alberta shall provide with their Tender evidence of a subcontractor or other company that will carry such coverage on their behalf.

3.14.3 If the Bidder is performing work in any exempt industry within the meaning of the Workers' Compensation Board Act (the "WCB Act") and does not carry coverage, the Bidder acknowledges that:

3.14.3.1 The County is subject to a deeming order under s. 11(2) of the WCB Act (the "Deeming Order"); and

3.14.3.2 The Deeming Order states that all Bidder's employees, directors, proprietors, partners or employees are deemed to the County employees for the purposes of the WCB Act while performing work for the County;

3.14.3.3 The effect of the Deeming Order is that the Bidder's employees, directors, proprietors and partners who are injured while performing work for the County under the Contract have no right to sue anyone and are limited to a claim under the WCB Act.

3.14.4 The Bidder shall communicate the existence and effect of the Deeming Order to all of its employees, directors, proprietors, partners and employees.

3.15 Occupation Health and Safety

3.15.1 The Bidder shall familiarize himself, his staff and subcontractors with the terms of the Occupational Health and Safety Act and Regulations thereunder to ensure complete understanding respecting the responsibilities given and compliance required. The Contract acknowledges that he is an "employer" as defined in the Occupational Health and Safety Act, and that he will as a condition of the Contract, comply with the Occupational Health and Safety Act and the regulations thereunder, including those as required by Clear Hills County own internal Safety Policy (Human Resources Policy HRP 6:01) as they may be amended from time to time.

3.15.2 It is the County's objective to ensure that as safe of a work place as possible at the location of the Service(s). The Successful Bidder shall investigate and comply with all Alberta Occupational Health and Safety Regulations, and other applicable federal, provincial and municipal

legislation or regulations, and by-laws applicable to the Service(s) during the term of the Contract generally, and more specifically, during the performance of the Service(s).

3.16 Registration

3.16.1 Prior to commencing the Work, the Successful Bidder shall obtain all authorizations required by the laws of the Province of Alberta and of the Country of Canada enabling it to carry on business to complete the Work required under the Contract. Failure to be properly authorized shall entitle the County to forthwith terminate the Contract without compensation.

3.17 Equipment

3.17.1 The Successful Bidder will provide one (1) grader only as described below:

3.17.1.1 The Successful Bidder's equipment must meet the following minimum requirements.

- Not to exceed ten (10) years age at time of submission of the Tender, or at any time during the existence of the Term of the Contract or any extension thereof. A road worthiness safety inspection is required at seven (7) year of age.
- Model: Motor Grader – Group 4 of the current Alberta Road Builders and Heavy Construction Association Equipment Guide.
- Minimum of fourteen (14) foot mould board – **to be used at all times.**
- Snow wing with skis/shoes available.
- 12-foot one-way speed plow.
- Adequate head lights.
- Rotating amber light on the top canopy.
- Four-way flashers.
- Flags on mould board and cab roof.
- Fourteen (14) foot "Sanvik®" or equivalent scarifier blade adapter and tips.

3.17.1.2 The motor grader must arrive at the project site equipped with an adequate set of regular blades, "Sanvik®" or equivalent scarifier blade adapter and tips. The blades and tips for use under the contract will be the responsibility of the Successful Bidder.

3.17.1.3 The Equipment must be available to meet the service levels required by the County. All other conditions as outlined in the County Policies and Procedures must be adhered to. The hourly bid price will include the provisions of all attachments required to fulfill the road maintenance service obligations within the Contract.

3.17.1.4 The motor grader must be equipped with the following communication systems compatible with Clear Hills County equipment. The installation and/or rental fees for two-way radios and cell phones will be the responsibility of the Successful Bidder. GFI modems will be supplied by Clear Hills County. Minimum communication system requirements are:

- Operation two-way radio.
- Operational cell phone.

- Operational GFI Unit, supplied by the County, shall be hard wired. Temporary installations will not be accepted, and GFI modem must be installed and maintained by the Successful Bidder. GFI to be functioning during the Service(s) being completed for the County.

3.18 Tender Deposits

- 3.18.1 The Bidder shall submit with its Tender a Tender Deposit in the amount of one thousand dollars (\$1,000.00) in the form of a certified cheque or an irrevocable letter of credit, or a bid bond in favor of the County as a guarantee that, if awarded the Contract for the Service(s), the Bidder will execute the Contract and submit the required performance bond within the specified time frame.
- 3.18.2 The Tender Deposit shall be in a form and contain terms that are satisfactory to the County in its sole and unfettered discretion.
- 3.18.3 Failure to submit the Tender Deposit as required herein shall result in the Tender being declared non-compliant and rejected by the County.
- 3.18.4 The certified cheque or irrevocable letter of credit of an unsuccessful Bidder shall be returned by ordinary mail within thirty (30) days after the Contract has been duly executed by the Successful Bidder.
- 3.18.5 The County will not pay any interest on money furnished as a Tender Deposit.
- 3.18.6 If within ten (10) working days after the Contract is presented to the Successful Bidder for signature, the Successful Bidder refuses or fails:
 - 3.18.6.1 To sign and return to the County's Public Works Manager the Contract for performing the Service(s), or
 - 3.18.6.2 To provide the security for performance of the Contract as required, or
 - 3.18.6.3 To provide the letter of insurability required by the Contract, or
 - 3.18.6.4 To provide the letter of acceptance for Worker's Compensation Board coverage.
- 3.18.7 The Tender Deposit shall, without prejudice to any other rights that the County may have in law or in equity, be forfeited to and retained by the County on account of any losses or damages incurred or suffered by the County.
- 3.18.8 The forfeiture of a Successful Bidder's Tender Deposit shall not be construed as a waiver of any rights or remedies which the County may have against such Bidder for loss or damages incurred or suffered in excess of the amount of such Tender Deposit.

3.19 Performance Bond

- 3.19.1 At the instance of the execution of the Contract, and subject to the requirements of Section 3.18.6, the Successful Bidder shall deliver to the County a Performance Bond in the amount of fifteen Thousand Dollars (\$15,000.00), or such other form of security acceptable to the County in its sole and unfettered discretion, in order to guarantee the faithful performance of the Contract, and in default thereof, shall protect the County against any losses or damage arising by reason of failure of the Successful Bidder to faithfully perform the Contract.

3.20 Tender Exceeding Budget

- 3.20.1 If the Tender Sum of every Bidder exceeds the amount the County has budgeted for the Services the County may reject all Tenders and attempt to negotiate a lower price with the Bidder who, in the sole and unfettered discretion of the County, has submitted the most advantageous Tender.
- 3.20.2 Each Bidder acknowledges and agrees that the County has the sole and unfettered discretion to employ any criteria in order to determine the Tender most advantageous to the County and that the County has no obligation to neither disclose such criteria nor employ the criteria listed in the Tender Evaluation Criteria.
- 3.20.3 By submitting its Tender, each bidder waives its right to contest in any action, application, case or legal proceeding in any way, the decision which the County may pursue.
- 3.20.4 If the Tender Sum of every Bidder exceeds the amount budgeted for the Services and the County negotiates with the Bidder who has submitted the Tender considered most advantageous to the County:
 - 3.20.4.1 All statements made by either side in the course of negotiation are without prejudice and confidential;
 - 3.20.4.2 In particular, the County's attempt to negotiate with such Bidder does not constitute a rejection of its Tender; and
 - 3.20.4.3 The County will not attempt to obtain a lower price for the same Services that the Bidder originally bid on, but may attempt to obtain a lower price for revised Services. In no event will the County be obliged to disclose the amount budgeted for the Services.

3.21 Agreement on Internal Trade and Trade Investment and Labour Mobility Agreement

- 3.21.1 The provisions of the Agreement on Internal Trade, Part IV, Chapter Five – Procurement and Annex 502.4, ("AIT") and the New West Partnership Trade Agreement (NWPTA) apply to this Tender.

3.22 Acceptance or Rejection of Tenders

- 3.22.1 As it is the purpose of the County to obtain the Tender most suitable and most advantageous to the interests of the County, notwithstanding anything else contained within the Tender Documents, the County reserves the right, in its sole and unfettered discretion, to reject or accept any Tender, including the right to reject all Tenders. Without limiting the generality of the foregoing, any Tender which:
 - Is incomplete, obscure, irregular or unrealistic;
 - Is non-compliant in a trivial/immaterial or substantial/material manner, or conditional;
 - Has erasures or corrections;
 - Omits a price on any one or more items in the Tender;
- 3.22.2 Further, a Tender may be rejected or accepted on the basis of the County's unfettered assessment of its best interest, which includes the County's unfettered assessment as to a Bidder's past work performance for the County or for anyone else or as to a Bidder's financial capabilities, completion schedule, or ability to perform the Work, or the County's desire to reduce the number of different contractors on the location of the Work at any given time. The County reserves the right to negotiate after Tender Closing Time with the Bidder that the County deems has provided the most advantageous Tender. In no event will the County be required to offer any modified terms to any other Bidder prior to entering into a Contract with the

Successful Bidder and the County shall incur no liability to any other Bidders as a result of such negotiation or modification.

3.23 Law and Forum Tender

3.23.1 The law to be applied in respect of the Tender Documents and the Contract shall be the law of the Province of Alberta and all civil actions commenced in relation to the Tender Documents or Contract shall be adjudicated by the Courts of the Province of Alberta and by submitting Tenders, Bidders are taken to have agreed to attorn to the jurisdiction of the Courts of the said Province.

3.24 Acceptance Period

3.24.1 The Tender shall be irrevocable and open for acceptance by the County for the period of time contained in the Invitation to Tender, namely, forty (40) days following the end of the day of the Tender Closing. The time and date of the Tender Closing is as defined in the Invitation to Tender.

By undersigning below the Contractor acknowledges that these Instructions to Bidders has been read, understood and agreed upon.

Contractor

Witness

Date

Clear Hills County

Witness

Date

4.0 Evaluation

Each Tender will be evaluated on the basis of the criteria listed below and the County will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed below. By submitting a Tender, the bidder acknowledges and agrees that the County has, and it is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.

By submitting its Tender, each bidder acknowledges and agrees that it waives any right to contest in any legal proceedings, the decision of the County to award points in respect of the criteria noted below.

Evaluation Criteria

Evaluation Weighting (1-50)

Bid Rate per Hour	30 Points
Flexibility, adaptability, ability to take instruction and reliability	25 Points
Past Performance and Professionalism with Clear Hills County	10 Points
Past Performance and Professionalism with other Municipalities	10 Points
Owner and Operator Experience	20 Points
Results of any reference check done by the County	5 Points
Score of Percentage	100 Points

5.0 Tender Form

Name of Bidder: _____

Name of Contact: _____

Mailing Address: _____

Phone Number(s): _____

Fax Number: _____

Email: _____

Having examined the Tender Documents the undersigned Bidder offers to enter into a Contract to perform the Service(s) required by the Tender Documents on the terms and conditions set out hereinafter.

Tender bid to be one hourly bid per year.

Bid Rate Year one (1) Per Hour	
Bid Rate Year two (2) Per Hour	
Bid Rate Year three (3) Per Hour	
Bid Rate Year four (4) Per Hour	
Bid Rate Year five (5) Per Hour	
Owner/Operator Experience	
Equipment List (Make, model, and year)	
Present Equipment Ownership	Do you presently own the equipment? _____ Yes _____ No (if yes please provide serial number:
Reference of Past Work	Please list at least three references with phone numbers: 1. 2. 3.

If the space provided is not sufficient, Bidder may attach additional pages. In order for the additional pages to be accepted by the County, these additional pages must be signed and sealed in the same fashion as the Tender Form. Failure to comply with this requirement may result in the additional pages being rejected by the County.

Declarations:

The undersigned Bidder hereby declares that:

- a. This Tender submission is governed by the terms and conditions of the Tender Documents as that term is defined throughout the Tender.
- b. Agrees to perform the Construction in compliance with the County's required completion schedule stated in the Tender Documents.
- c. No person, firm or corporation other than the undersigned has any interest in this Tender of in the proposed Contract for which this Tender is made.
- d. This Tender submission is open to acceptance for a period of forty (40) days from the date of Tender Closing.

Signed, sealed and submitted for and on behalf of:

Company:

(Name)

(Address)

(City, Province & Postal Code)

(Apply Seal)

Signature:

Name & Title:

Dated at _____ this _____ day of _____ 20____

6.0 Contract Agreement Form

AGREEMENT #



DRAFT CONTRACT

DESCRIPTION:

Grader Beat

REFERENCE #:

THIS AGREEMENT MADE to be effective the ____ day of _____, 202_.

BETWEEN:

CONTRACTOR
(the "Contractor")

And

Clear Hills County
(the "Owner")
Grader Beat

WHEREAS:

- A. The Contractor is the Contractor providing the service to the Owner as stated in the Interpretation.
- B. The Owner and its servants, agents and subcontractors wish to acquire contract services from the Contractor.
- C. The Contractor is qualified or has in its employment personnel qualified to perform the required service(s).

NOW THEREFORE in consideration of the amounts to be paid by the Owner pursuant to the terms of this Agreement, as well as the mutual covenants and obligations contained within this Agreement, the parties hereby agree as follows:

6.1 Interpretation

- 6.1.1 Where used within this Agreement, the following Terms shall have the following respective meanings:
 - (a) "Service(s)" means the requirement for motorized Grader Service. The Service(s) shall meet, or exceed, the specifications described in the Tender Documents. The term of the contract will start on November 1, 202_ and will expire October 31, 202_.
 - (b) "Term" means the term of this Agreement.
 - (c) "Price" means the price of the Contracted Service, plus Goods and Services Tax, payable by the Owner to the Contractor.
 - (d) "Security" means in order to secure the performance of the Contractor's obligations as set out herein, the Contractor shall deliver to the Owner a Performance Bond or such other form of security ("Security") on such terms as for such an amount as may be deemed acceptable to the Owner.
 - (e) "Contract Price" means the price of the contracted services, plus GST, payable by the Owner to the Contractor.
 - (f) "County" means Clear Hills County.
- 6.1.2 Each obligation or agreement of the Contractor or the Owner expressed in this Agreement is considered to be a covenant for all purposes.
- 6.1.3 Whenever required by the context, masculine pronouns shall be deemed to include the feminine and neuter genders, and the singular shall be deemed to include the plural.

6.1.4 Time shall be of the essence of this Agreement.

6.2 Grant and Conveyance

6.2.1 The Contractor will provide the Service(s) to the Owner as described in the Interpretation of the Service(s).

6.3 Term

6.3.1 The Term of this Agreement shall be for a period commencing on the 1st day of November 202_ and expiring on the 31st day of October, 202_ unless mutually agreed upon by both parties to extend the said contract for the terms and conditions that are negotiated under fair and consistent business practices. Extension negotiations to be completed and accepted no later than, 60 days prior to expiration date.

6.3.2 It is also understood and agreed to by the Contractor that the Contractor shall continue to provide service after the expiry of the Term, if required, for a minimum period of sixty (60) days, or for such other time as to be negotiated by the County's Public Works Manager or his designate, in order to allow for the Owner to award the new Contract for the Service(s).

6.3.3 It is also understood that no work shall be performed by the Contractor until the Contract has been fully executed by both parties hereto.

6.4 Payment

6.4.1 In consideration of the proper performance by the Contractor of the Service(s) pursuant to this Contract, and subject to verification of the actual Service(s) performed by the Contractor, the Owner shall pay the Contractor the amount set out in the Contractor's invoice, less applicable holdback as provided for in Alberta *Builder's Lien Act*, within thirty (30) days from the receipt of an invoice from the contract.

6.4.2 Payment for the performance of the Service(s) by the Contractor shall be in accordance with the rates set out in the Tender Form, which is attached within the Contract. The Hourly Rate will begin when the Grader begins the service(s) in the Grader Beat. This will not include warm and cool down time as well as travel from outside the Grader Beat to the Grader Beat.

6.4.3 Invoices will be processed, and payment mailed within thirty (30) days of receipt containing a minimum of 14 days of work being performed. Invoices will indicate the hours worked at the current bid rate (Tender Form), and have attached to them a copy of a Contractor Daily Time Certificate indicating the following:

- Dates Worked
- Starting and stopping time of each day worked
- Starting and stopping time for deadheading equipment to the boundary of the grader beat, breakdown, changing blades, and other activities such as meal breaks, refueling, etc.
- Miles of road graded and location (map)
- Signed copies of the operator's daily time slips

6.4.4 Global Fleet Information (GFI) generated reports and maps will be used to assist with quality control, and performance evaluation will be used as the basis of payment.

6.4.5 Failure to provide the appropriate information will result in delay of payment.

- 6.4.6 The Contractor hereby acknowledges, and agrees that the Contract Price, and each and every installment of the Contract Price payable under this agreement, shall constitute full and final settlement and release of any and all claims, damages, or demands of any kind whatsoever, whether legal or equitable, the Contractor has or may have, as well as settlement and release any and all rights or claims to consideration or compensation of any kind whatsoever for the rights and privileges granted by the Owner under the terms of this Agreement.

6.5 Owner's Operations

- 6.5.1 Monitoring of the Services, which will include the inspection of the Grading, will be performed by the County, or its designate representative, at a frequency to be determined by the County in its sole and unfettered discretion.
- 6.5.2 The Owner shall in every way provide such co-operation as is reasonable in order for the Contractor to be able to perform the Service(s) required pursuant to this Contract in a satisfactory manner.
- 6.5.3 The Owner may, at its discretion, agree in advance to reimburse the Contractor for specific expenses to be incurred by the Contractor in the discharge of its obligations hereunder. Such expenses shall only be paid when approved prior to expenditure thereafter supported by proper receipts, invoices or vouchers submitted to the County within thirty (30) days from the date upon which such expenses are incurred.

6.6 Contractor's Operations

- 6.6.1 With the use of one (1) grader only, the Contractor shall provide the service requested as described in this Contract and the appropriate County policies and procedures, which may include the location and priority of required service(s). Road problems identified by the Contractor will be reported to the Public Works Manager or his designate. Service(s) performed shall comply with the Contract documents.
- 6.6.2 The Contractor is required to be available for work twelve (12) months of the year, twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year.
- 6.6.3 The Contractor will be required to report to work within three (3) hours of being notified to do so.
- 6.6.4 The County always reserves the right to utilize other privately owned or County owned equipment for grading within the Contract area to ensure safe and acceptable conditions.
- 6.6.5 The County reserves the right to require the grader to move from its assigned beat to another location upon direction of the Public Works Manager or his designate. Deadheading in this instance would be paid for as hours worked.
- 6.6.6 The spreading of spot gravel or re-gravel will be considered as part of the Contractor's normal work.
- 6.6.7 WINTER: The goal of the Winter Road Maintenance is to have roads initially opened and passable from shoulder to shoulder in a two and one half (2.5) day period and no more than forty (40) working hours. Roads are to be completely cleared of snow and the accumulated snowbanks winged to the ditch bottom within seven (7) days, as required by the Public Works Manager, or his designate, including the Driveway Snowplowing Program (seniors, bus drivers and handicap).

- 6.6.8 SUMMER: The Goals of the Summer Road Maintenance is that roads be maintained on an as needed basis and conditions are favourable, to provide a reasonable driving surface.
- 6.6.9 As required throughout the Contract and Tender Documents, the Contractor shall provide equipment noted in the Tender Form. If any equipment is changed from the Contractor's Tender Form, that change must be acceptable to the County's Public Works Manager or his designate, and the Contract will be amended. The Contractor will have his equipment available for inspection by the County Public Works Manager or his designate prior to the commencement of the Service(s). The Contractor is responsible for ensuring that the equipment is properly maintained for the duration of the Contract.
- 6.6.10 The Contractor shall provide skilled, qualified and experienced operators, familiar with the highway traffic movements and laws governing vehicle traffic. Equipment must be parked in such a manner so as not to create a hazard to traffic of impediment to visibility. Contractor operators will always be expected to conduct themselves in a professional and polite manner.
- 6.6.11 The Contractor shall be responsible for the safekeeping and security of the Global Fleet Information (GFI) units once installed in the Contractor's equipment, as required in Contract and Tender Documents. GFI units that have been abused or tampered with will be replaced and/or repaired at the Contractor's expense.
- 6.6.12 The Contractor shall leave utilities undamaged and unaltered.
- 6.6.13 The Contractor shall be in compliance with all applicable policies, laws, bylaws or decrees that are of the area of Service(s), and the Contractor's sole cost and expense and will supply traffic control or appropriate signage, if required or requested by the County.
- 6.6.14 The Contractor will familiarize self with the boundaries as the County is not responsible for trespassing on private property.
- 6.6.15 The Contractor will repair or replace any damage to landowner's fences, if on landowner's property.
- 6.6.16 The Contractor will follow Occupational Health and Safety Act guidelines and shall cause all of its employees and approved subcontractors to be so bound.
- 6.6.17 The Contractor will not be allowed to sublet any of the work without prior approval of the County's Public Works Manager or his designate.
- 6.6.18 The Contractor may accept concurrent contracting retainers from other parties during the term; with prior written approval from the County provided that they do not interfere, in the opinion of the Contractor, acting reasonably within the Service(s) the Contractor is required to perform under this Contract.
- 6.6.19 The Contractor will report on a regular basis, as required by the County, on the Service(s) provided pursuant to this Contract. The Contractor will make available such information, including data and documents, as the County may require from time to time relating to the obligations of the Contractor to allow the County to evaluate the quality and progress of Service(s) provided under this Contract.
- 6.6.20 Prior to commencing the Service(s) and prior to receiving payment on completion, the Contractor shall provide evidence of compliance with all requirements of the Province of the place of the Service(s) with respect to

Worker's Compensation including payment due thereunder. At any time during the Term of this Contract, when requested by the County's representative, the Contractor shall provide such evidence of compliance by himself or any or all his sub-contractors.

- 6.6.21 The Contractor shall retain all information and records received or compiled by the Contractor in accordance with this Contract for a period of one (1) year from the date of termination of this Contract, after which the information and records shall be transferred to the possession of the Owner.

6.7 Performance Bond

- 6.7.1 In order to secure the performance of the Contractor's obligations as set out herein, the Contractor shall deliver to the Owner a performance bond or such other form of security ("Security") on such terms as for such an amount as may be deemed acceptable to the Contractor, but in event for an amount no less than fifteen thousand dollars (\$15,000.00). The Security shall be delivered to the Owner as per 3.19 in the Tender Documents. The Security will be held by the Owner during the performance of the Contractor's obligations as set out herein. The Security will be returned to the Contractor ninety (90) days after the Owner, acting reasonably, determines that the Contractor has satisfactorily performed all of the obligations as set out herein. Should the Contractor default in the performance of its obligations set out herein, or should the Contract be terminated by the Owner as permitted herein, the Owner will be entitled to draw on, or present demand on the Security for an amount equal to the damages sustained by the Owner as a result of the Contractor's default or the termination of the Contract by the Owner as provided for herein.

6.8 Indemnity and Exemptions

- 6.8.1 The Contractor shall at all times indemnify and save harmless the Owner of and from any and all loss and damage and all fires, costs, suites, claims, demands and actions of any kind or nature for which the Owner shall become liable or incur or suffer due to breach of the Contractor's obligations pursuant to Section 6.8 hereof.
- 6.8.2 The parties hereto agree to indemnify and save harmless each other of and from any and all loss and damage and all fines, costs, suits, claims, demands and actions of any kind or nature for which the non-defaulting party shall or may become liable or incur or suffer by reason of any breach, violation and non-performance by the defaulting party of any warranty, covenant or agreement contained within this Agreement, or by reason of any injury occasioned to or suffered by any person or damage to any property as a result of any wrongful act, neglect or default on the part of the defaulting party or any of its employees, agents or servants.
- 6.8.3 The obligation to indemnify each other contained within Section 6.8 of this Agreement shall survive the expiration or termination of this Agreement for any reason whatsoever until satisfied in full.
- 6.8.4 Notwithstanding anything contained within this Agreement, the Owner shall not be responsible for the repair or restoration of any loss, damage or injury to the areas of Service(s).
- 6.8.5 Notwithstanding anything contained within this Agreement, the Owner shall not be responsible for any loss, damage, or expense caused by the

Contractor by reason of the death of or injury to any livestock or animals of any kind at any time upon the areas of Service(s).

- 6.8.6 The Owner shall not be responsible to the Contractor or its agents or servants, for any loss to the Contractor or its agents or servants by reason of the death, injury or damage to their persons or property which may occur while the Contractor is exercising its operations pursuant to this Agreement.

6.9 Insurance

- 6.9.1 Without in any way limiting the liability of the Contractor under this Contract, the Contractor shall obtain and maintain in force the during the Term the following insurance, all satisfactory and submitted in writing to the County, acting reasonably;
- 6.9.1.1 Standard automobile, bodily injury and property damage insurance providing coverage of at least \$5,000,000.00 (five million dollars) inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property;
- 6.9.1.2 A comprehensive general liability insurance policy providing coverage of at least \$5,000,000.00 (five million dollars) inclusive and in respect to or death of any one or more persons or damage to or destruction of property. Coverage to include:
- Non-owned automobiles;
 - Independent subcontractors;
 - Contractual liability including this Contract;
 - Broad form property damage and endorsement; and
 - Environmental liability.
- 6.9.1.3 Workers' Compensation coverage for all employees, if any, engaged by the Contractor in accordance with the laws of the Province of Alberta and shall be in good standing at all times when work is being performed;
- 6.9.1.4 Employer's liability insurance respecting employees, if any, of the Contractor with limits of liability of not less than \$1,000,000.00 (one million dollars) per employee for each accident, accidental injury or death of an employee or any subcontractor engaged by the Contractor; and
- 6.9.1.5 The Contractor shall be responsible for providing insurance against loss or damage of his equipment.
- 6.9.1.6 The Contractor shall extend his own "All Risks" property insurance to cover his legal liability for the property of others in his care, custody or control and shall note the interest of the County applicable.
- 6.9.1.7 Such other insurance as the County may from time to time reasonably require.
- 6.9.2 The Contractor shall ensure that all insurance coverage maintained by the Contractor in accordance with this Contract shall name the County and any other party designated by the County as an additional insured, contain severability of interests or cross liability clause, and shall provide that no such insurance policy may be cancelled without the insurer provided no less than thirty (30) days' written notice of such cancellation to the County. The Contractor shall, upon the request of the County, furnish in written

documentation, satisfactory to the County, evidencing that they have the required insurance coverage. The Cost of all insurance required to be held by the Contractor as set forth herein shall be borne by the Contractor.

6.10 Taxes

- 6.10.1 Any amounts required to be paid by the County to the Contractor pursuant to be the Contract shall be inclusive for any applicable Goods and Services Tax, as well as any similar or like tax levied in substitution for Goods and Services Tax.
- 6.10.2 The Contractor shall be responsible for the payment of all income tax, Canada Pension, employment insurance and all other required payments, contributions or deductions including, but not limited to, any assessments levied pursuant to the Worker's Compensation Act that arise or may hereafter arise with respect to the Work performed by the Contractor under this Contract.

6.11 Expiration/Termination

- 6.11.1 Failure to provide motorized grading services satisfactory to the County in its sole and unfettered discretion may result in Termination of this Contract. The County's Public Works manager or his designate will determine an acceptable quality of Service(s).
- 6.11.2 This Agreement, and each and every one of the of the rights and privileges granted to the Owner under this Agreement, shall continue in full force and effect until such time as the Owner provides written notice to the Contractor of the completion of the Contract, and the termination of this Agreement. Notwithstanding any such notice of surrender and Termination, the Owner's obligations pursuant to Section 6.5 of this Agreement, as well as any other provisions which are designated or intended to survive the expiration or Termination of this Agreement, shall continue until satisfied in full.
- 6.11.3 Where the County determines the Contractor is in default of its operations/obligations as set out in this Contract, the County shall, by written Notice of Default require the Contractor to remedy such default, at the Contractor's sole expense, within forty-eight (48) hours of delivery of Notice of Default to the Contractor. The Contractor shall be compliance with the County's instructions if:
 - 6.11.3.1 The Contractor corrects the default within the time specified in the notice of Default; or
 - 6.11.3.2 If the default cannot be corrected within the time specified in the Notice of Default, the Contractor commences the correction of the Default within the time specified in the Notice of Default; and
 - The Contractor provides a schedule to correct default acceptable to the County; and
 - The Contractor corrects the default within the time set out in the schedule agreed by the County.
- 6.11.4 In the event that the default is not corrected in accordance with Section 6.11.1 to the County's satisfaction, or in the event if urgent circumstances where the giving of a written Notice of Default is impossible, or impractical, as may be determined by the County in its sole and unfettered discretion, the County may, without prejudice to any other right that the County has pursuant to this Contract, or at law;

- 6.11.4.1 Terminate the Contractor's right to continue with the performance of the Work required by this Contract in whole or in part; or
 - 6.11.4.2 Terminate the Contract forthwith; or
 - 6.11.4.3 Correct the default at the Contractor's expense and deduct the cost of same from any amount of monies that may be, or become, due and owing to the Contractor, or
 - 6.11.4.4 Complete the Work required by the Contract or allow another independent Contractor to provide the uncompleted portion of the Work if results are not satisfactory to the County or in the event that the schedule for the performance of the work required by this Contract is not being met by the Contractor.
- 6.11.5 The sum of all damages, expenses, fees, costs, including but not limited to solicitor and client legal costs, incurred or suffered by the County as a result of the Contractor's failure to correct the default or the termination of the Contractor's right to continue with the provision of the work required by this Contract, in whole or in part, or the termination of the Contract forthwith, shall be a debt immediately due and owing by the Contractor to the County which debt may be offset by the County against any monies payable to the Contractor pursuant to this Contract or any other monies payable by the County to the Contractor. The exercise by the County of the rights pursuant to this clause shall not limit any other remedy the County may have pursuant to this Contract or at law.
- 6.11.6 This Contract may be terminated for convenience by the County at any time by giving forty-eight (48) hours written notice of termination for convenience to the Contractor. The effective date of the termination for convenience shall be set out in the Notice of Termination for Convenience. The Contractor specifically agrees that the Notice of Termination for Convenience and consideration set forth in this clause constitutes reasonable, fair and equitable notice and compensation for damages, if any, which may be suffered by the Contractor as a result of the termination for convenience of this Contract. In the event this Contract is terminated for convenience, the Contractor shall provide the Work required by this Contract up to and including the effective start date set out in the Notice of Termination for Convenience and shall, upon request, provide the County with a written report on the Work rendered to the time of termination for convenience. Except for any such report, the Contractor shall not provide any further work subsequent to the effective date set out in the Termination for Convenience.
- 6.11.7 Not so as to limit the generality of the foregoing, the County shall, in its sole discretion, be entitled to terminate this Contract if the Contractor:
- 6.11.7.1 Should be adjudged bankrupt;
 - 6.11.7.2 Should make a general assignment for the benefit of its Creditors;
 - 6.11.7.3 Should be the subject of an appointment of a Receiver;
 - 6.11.7.4 Should cease to carry on in the ordinary course of business;
 - 6.11.7.5 Should refuse or fail to supply sufficiently properly qualified/skilled workmen;
 - 6.11.7.6 Should fail to make prompt payments to its employees or subcontractors;

- 6.11.7.7 Should in the opinion of the County persistently disregard instructions from the County;
- 6.11.7.8 Should otherwise in violation of the provisions of this Contract; or
- 6.11.7.9 Should disregard any laws or ordinances.

6.12 Arbitration

- 6.12.1 Subject to any provisions of this Contract to the contrary, if any dispute or difference between the parties shall arise under this Contract, either party may give to the other written notice of dispute or difference and request that such dispute or difference be arbitrated as hereinafter set out.
- 6.12.2 Any matter which the Contractor and the County choose to refer to Arbitration shall be directed to an independent consulting engineer to be selected jointly by the Contractor and the County, whose decision shall be final and binding. In the event the Contractor and the County fail to agree on an arbitrator within ten (10) days of the parties' agreement to refer to the matter to Arbitration, then set an application shall be made to the Justice of the Court of Queen's Bench of Alberta to select the arbitrator.
- 6.12.3 The arbitrator shall decide which of the parties or the proportion to which both parties are liable for the expense of selecting the arbitrator under Section 6.12.2 and all charges, fees and expenses of the arbitrator.
- 6.12.4 The foregoing shall not authorize any reference to arbitration as to any question or dispute regarding the County's mode of operation or any other matter which, under this Contract, is expressly implied required or permitted to be decided by the County.

6.13 Freedom of Information and Protection Privacy Act

- 6.13.1 The Contractor acknowledges that the information and records compiled or created under this Contract, which are in the custody of the Owner, are subject to the *Freedom of Information and Protection or Privacy Act*, RSA 2000, Chapter M25. If a request is received for any of these records, the Contractor shall forward the information and records, at the Contractor's expense, to the Owner within five (5) calendar days of official notification by the Contractor.

6.14 GENERAL

- 6.14.1 Any notice shall be in writing and may be delivered personally or sent by prepaid registered mail. In the latter case the notice shall be deemed to have been given five (5) days following the date of mailing. The addresses of the parties for the purposes hereof shall respectively be:

if to the Contractor:

Contractor

ATTENTION:

if to the Owner:

CLEAR HILLS COUNTY
Box 240
Worsley, Alberta
T0H 3W0

ATTENTION: Public Works Manager

or such other address as either party may designate by notice in writing for the purposes of effecting all future notices under this Agreement.

- 6.14.2 Any notice or service required to be given or effected under any statutory provision or rule of court from time to time in effect in the Province of Alberta shall be sufficiently given or served if mailed to or delivered at the addresses aforesaid.
- 6.14.3 Notwithstanding Sections 6.14.1 and 6.14.2, if a notice is served by mail at a time when there is an interruption of mail service affecting the delivery of such mail, the notice shall be deemed not to have been served until Ten (10) days after the date that mail service is restored.
- 6.14.4 The Contractor and the Owner shall each do and perform all such acts and things and execute all deeds, documents and instruments and give all such further assurances as may be necessary to give effect to this Agreement and the grants and privileges contained in this Agreement.
- 6.14.5 The Owner may at any time during the Term of this Agreement register a caveat, memorandum or other document against the assets of the Contractor.
- 6.14.6 This Agreement, together with any Appendix attached hereto, shall constitute the entire agreement between the parties relating to the subject matter, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no general or specific warranties, representations or other agreements by or among the parties in connection with the entering into of this Agreement or the subject matter of this Agreement except as specifically set forth within this Agreement. In the event that any term of this Agreement shall be illegal or unenforceable, the illegal or unenforceable term shall be treated as severed from the remainder of this Agreement, and the remaining terms shall continue in full force and effect.
- 6.14.7 This Agreement shall ensure to the benefit and be binding upon the parties, their heirs, executors, successors and assigns. Without limiting the foregoing, the rights and privileges granted to the Owner under this Agreement shall be deemed to be covenants which run with the Lands for the benefit of the Owner, and shall be binding upon the Contractor and each of the successors in title to the parties comprising the Contractor.
- 6.14.8 Notwithstanding anything contained herein, time shall in every respect be of the essence.

IN WITNESS WHEREOF the Contractor and the Owner have executed this Agreement to be effective the date first above written, notwithstanding the actual date of execution hereof.

Contractor

Per:

Per:

Witness:

Date Signed:

CLEAR HILLS COUNTY

Per:

Per:

Witness:

Date Signed:

7.0 Grader Beat Map

8.0 Clear Hills County Policies and Procedures

- 8.1 Policy 3216 Gravel Road Maintenance
Procedure 3216-01**
- 8.2 Policy 3220 Community Facility Grader Service
Procedure 3220-01**
- 8.3 Policy 3223 Driveway Snowplowing
Procedure 3223-01**
- 8.4 Policy 3236 Senior's Summer Driveway Grading
Procedure 3236-01**
- 8.5 Policy 1221 Tendering and Purchasing**



Clear Hills County

Effective Date: May 22, 2007	Policy Number: 3216
Title: GRAVEL ROAD MAINTENANCE POLICY	

1. Policy Statement

- 1.1. Clear Hills County will establish guidelines and procedures for a uniform Gravel Surface Maintenance Program for gravel roadways.

2. General

- 2.1. The intent of this policy is to provide basic direction for grader contractors and operators with regard to gravel road maintenance procedures.
- 2.2. Roads to be inspected as follows and any work done if required.

Class of Roads	Grading Frequency
Market Roads	Once weekly (if required)
Local Roads	Once weekly (if required)
Residential, Farmland, and Land Access Roads	Once every 3-4 weeks (as required)
Recreational, and Forestry Roads	On an "as required basis"

3. End of Policy

ADOPTED

Resolution #C190-03

Date: March 25, 2003

AMENDED

Resolution #C876-03

Date: November 25, 2003

AMENDED

Resolution #C359(5/22/07)

Date: May 22, 2007



Clear Hills County

	Procedure Number 3216-01
Title: GRAVEL ROAD MAINTENANCE	

1. GRAVEL ROAD MAINTENANCE

1.1. Gravel Surface Maintenance – Summer Grading

1.1.1. In general, the Public Works Department shall direct the grader contractors and the gravel road maintenance operations, as follows.

- The goal of road maintenance is to achieve a standard that provides for a smooth driving surface, eliminating potholes, washboards and ruts. The finished surface shall be left free of ridges, rocks or other material, which may be hazardous to traffic.
- To establish the rate of blading to maintain the required level of service traffic volumes, weather and general road conditions will all have to be considered.
- Roadways shall have a uniform crown, at a level to maintain adequate drainage, as well as allow for various traffic volumes and traffic types using the roads. At intersections, crown on the main roadway shall be maintained through the intersection. The crown on the intersection roadway shall be feathered back. Super-elevation on curves shall be retained or restored over the entire roadway width. As a guideline, the crown will usually be 3-5%.
- The Contractor shall make every effort to minimize the loss of gravel from the roadway surface.
- Market roads and school bus routes must take precedence, however, it is important to maintain all roads where reasonable to do so.
- Maintenance is to be performed in a manner that minimizes backtracking or excessive travel time.

1.2. Gravel Surface Maintenance – Winter

1.2.1. In general, the Public Works Department shall direct the grader contractors and the winter road maintenance procedures, as follows:

- The goal of winter road maintenance is to achieve a standard that provides a smooth and snow free surface, from shoulder to shoulder, when ever possible. Roads are to be kept free of casual snow accumulation, and winter washboard/rutting conditions. It is understood that a "snow-pack" driving surface will be the standard for winter conditions. However, grader operators are to expose gravel where possible during snow removal activities with the use of *scarifying* tip

attachments. Caution should be taken to limit gravel loss during this process.

- Initial snowplowing is to be done in the most efficient manner possible; with Market roads and School bus routes to take precedence during the cleanup process following the initial opening. Operators should also be aware of the residential location of "emergency personnel" and strive to keep those roads plowed as well.

1.3. Snow fall

1.3.1. It is the intent of the Public Works Department to have the County Roads clear of snow, from shoulder to shoulder, as soon as possible after each snowfall.

- If it is apparent that falling snow will be limited to only a few centimeters, then snow removal shall wait until the snow has stopped accumulating prior to removal. If it is apparent that there will be a larger accumulation, and/or winds/drifts, then snow removal activities shall commence sooner, at the Public Works Department's discretion.
- Once the roads have been cleared of snow, all snow banks and side slopes must be winged back, exposing as much of the shoulder and slope as possible. Scarifying may be done at the same time to assist in exposing gravel.

1.4. General

1.4.1. Land access roads are to be plowed when deemed necessary by the Public Works Department, at a landowners request where reasonable, and /or as time permits.

1.5. Ice

- 1.5.1. The goal is to minimize icy surfaces within the general driving area of the roadway and intersections.
- 1.5.2. Icy or slippery road conditions will be treated with graders equipped with scarifying ice tips/blades as required.

1.6. Safety

1.6.1. Motor graders and operators must be equipped with the appropriate safety equipment and must adhere to the Clear Hills County Safety Policy.

2. End of Procedure



Clear Hills County

Effective Date: January 26, 2010	Policy Number: 3220
Title: COMMUNITY FACILITY GRADER SERVICE POLICY	

1. Policy Statement

- 1.1. Clear Hills County will provide once per annum grading services to local recreation / community facilities.
- 1.2. Community recreation organizations operating facilities within Clear Hills County may request grading services, free of charge, once per annum.
- 1.3. Clear Hills County will remove snow to local recreation/community facilities as needed at the discretion of the Public Works Manager or his representative when time permits.

2. End of Policy

ADOPTED

Resolution #C190-03 Date: March 25, 2003

AMENDED

Resolution #C876-03 Date: November 25, 2003

AMENDED

Resolution #C081 Date: January 26, 2010



Clear Hills County

Effective Date:

Procedure Number

3220-01

Title: **COMMUNITY FACILITY GRADER SERVICE POLICY**

1. COMMUNITY FACILITY GRADER SERVICE POLICY

- 1.1. Requests for grading services must be requested by a member of the organization.
- 1.3. Grading service will be provided at the convenience of the County.
- 1.4. The County will not assume any liability for any damages to property or contents that may occur during the provision of this service.

2. End of Procedure

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Clear Hills County

Effective Date: October 24, 2017	Policy Number: 3223
Title: DRIVEWAY SNOWPLOWING	

1. Policy Statement

- 1.1. Clear Hills County offers to snowplow private driveways for senior citizens, surviving spouse, disabled persons and full time school bus drivers as County operations permit, at no charge.
- 1.2. Service is limited to qualified residents living at the specified location.
- 1.3. Clear Hills County does not provide driveway snowplowing services for non-senior citizens, non-special needs persons or non-school bus drivers as it is our belief that the private sector can provide this service in an economical and efficient manner and that the County does not want to compete with the private sector.

2. Definitions

- 2.1 Senior Citizen means person 65 years of age and over. In the event of the senior's death, the driveway of the surviving spouse will continue to be snow plowed.
- 2.2 Special Needs Person means person in possession of a provincial handicap sticker.
- 2.3 School Bus Drivers means persons who are full time employees transporting students to school.

3. Responsibilities

- 3.1 All seniors, special needs persons and full time school bus drivers receiving snowplowing services are required to sign a waiver protecting Clear Hills County, as attached to this procedure, forming Schedule A.
- 3.2 The snow plowing agreements are available at the County office.
- 3.3 Snowplowing of private driveways shall be completed subject to the conditions set forth in Schedule A. In the event that the Public Works Superintendent determines that a driveway is impassable as indicated in Schedule A the landowner will be notified that the driveway cannot be plowed.
- 3.4 The County will provide the Grader Contractors with a list of locations from each completed Waiver (Schedule A) for those that fall within the Contractors' maintenance area.

4. Principles

- 4.1 Private driveway snowplowing will apply to County senior citizens, special needs

persons, and full time bus drivers only.

- 4.2 All senior citizens, special needs persons and full time school bus drivers who have not previously signed a Snowplowing Waiver requesting snowplowing services are required to sign a Snowplowing Waiver protecting Clear Hills County.

4.2.1 If a citizen turns 65 after November 1st and prior to March 31st of the same year, they may sign up prior to the November 1st to receive the service.

- 4.3 All senior citizens requesting snowplowing services are required to provide proof of age and special needs persons are required to provide a provincial handicap sticker.

- 4.4 Full time school bus drivers are required to provide proof of full time employment, annually.

5. End of Policy

ADOPTED Resolution #C190-03	Date: March 25, 2003
AMENDED Resolution #C876-03	Date: November 25, 2003
AMENDED Resolution #C796-04	Date: August 24, 2004
AMENDED Resolution #C046	Date: January 23, 2007
AMENDED Resolution #C080	Date: January 26, 2010
AMENDED Resolution #C152	Date: March 13, 2012
AMENDED Resolution #C187	Date: March 27, 2012
AMENDED Resolution # C778	Date: November 27, 2012
Resolution # C491	Date: October 13, 2015
Resolution # C561	Date: October 27, 2015
Resolution # C572	Date: October 24, 2017



Clear Hills County

Effective Date: January 23, 2007	Procedure Number 3223-01
Title: Driveway Snowplowing Procedures	

1. Driveway Snowplowing Procedures

- 1.1. The Public Works Superintendent may inspect each driveway for which a signed Driveway Snowplowing Waiver (Schedule A) has been received.
- 1.2. The County will provide grader beat Contractors with a list of approved private driveway snowplowing locations.
- 1.3. In order for the County to offer its snowplowing of private driveway service to senior citizens and disabled persons, some restrictions have been imposed. The grader contractors will NOT do the following:
 - 1.3.1. Plow driveways less than 16 feet wide with insufficient room to pile snow or which are obstructed by trees, fences, slopes, etc.
 - 1.3.2. Open gates.
 - 1.3.3. Maintain texas gates or other types of cattle guards.
 - 1.3.4. Grade areas that are obstructed by overhanging trees or other barriers.
 - 1.3.5. Grade feedlots, haystacks, silos, grain bins, or yards with the exception of consideration under extenuating circumstances.

2. End of Procedure



Clear Hills County

Effective Date: **June 12, 2018**

Policy Number: **3236**

Title: **SENIORS SUMMER DRIVEWAY GRADING**

1. Policy Statement

- 1.1 Clear Hills County offers to grade driveways for senior citizens and/or surviving spouse, as county operations permit, at no charge once per summer season.
- 1.2 Clear Hills County does not provide driveway grading services for non-senior citizens as it is our belief that the private sector can provide this service in an economical and efficient manner and that the County does not want to compete with the private sector.

2. Definitions

- 2.1 Senior Citizen means person 65 years of age and over.

3. Responsibilities

- 3.1 All senior citizens receiving driveway grading services are required to sign a waiver protecting Clear Hills County, as attached to this policy, forming Schedule A.
- 3.2 Agreements are available at the County office.
- 3.3 Grading of private driveways shall be completed subject to the conditions set forth in Schedule A. In the event that the Public Works Manager determines that a driveway is impassable as indicated in Schedule A the landowner will be notified that the driveway cannot be graded.
- 3.4 The County will provide the Grader Contractors with a list of locations from each completed Waiver (Schedule A).

4. Principles

- 4.1 Private driveway grading will apply to County senior citizens or surviving spouse only.
- 4.2 All senior citizens who have not previously signed a Senior Citizen Summer Driveway Grading Waiver requesting driveway grading services are required to

sign a Waiver, protecting Clear Hills County, to receive the service.

- 4.3 All senior citizens requesting grading services are required to provide proof of age.

5. End of Policy

ADOPTED

Resolution # C551

Date: July 28, 2009

Resolution # C352

Date: April 27, 2010

Resolution # C309

Date: June 12, 2018



Clear Hills County

Effective Date:

April 27, 2010

Procedure Number

3236-01

Title: Senior's Summer Driveway Grading

1. Senior's Summer Driveway Grading

- 1.1. The Public Works Manager may inspect each driveway for which a signed Senior's Summer Driveway Grading Waiver (Schedule A) has been received.
- 1.2. The County will provide grader beat Contractors with a list of approved private driveway grading locations and copies of any completed Schedule B (diagrams) for the locations that are within their maintenance area.
- 1.3. In order for the County to offer its Senior's Summer Driveway Grading program service to seniors, some restrictions have been imposed. The grader contractors will NOT do the following:
 - 1.3.1. Grade driveways less than 16 feet wide with insufficient room or which are obstructed by trees, fences, slopes, etc.
 - 1.3.2. Open gates.
 - 1.3.3. Maintain texas gates or other types of cattle guards.
 - 1.3.4. Grade areas that are obstructed by overhanging trees or other barriers.
 - 1.3.5. Grade feedlots, haystacks, silos, grain bins, or yards with the exception of consideration under extenuating circumstances.

2. End of Procedure



Clear Hills County

Effective Date: April 22, 2014	Policy Number: 1221
Title: TENDERING AND PURCHASING	

1. Policy Statement

- 1.1. Clear Hills County will provide guidelines for the tendering and purchasing of goods and services.

2. Definitions

- 2.1. Bidder: means a person, groups of persons, corporation or agency that submits a bid for the supply of goods and/or services to the County.
- 2.2. Local Supplier: means a business located within the boundaries of Clear Hills County.
- 2.3. Local Contractor: a local contractor within the boundaries of Clear Hills County registered with the Clear Hills County equipment registry
- 2.4. Local Ward Contractor: a local contractor within the boundaries of Clear Hills County within a ward where work is to be done and registered with the Clear Hills County equipment registry.

3. Responsibilities

- 3.1. Chief Administrative Officer to:
 - 3.1.1. Provide forms and procedures to support the implementation of this policy.
 - 3.1.2. Be the sole signature required on documents for purchases specifically approved by resolution of Council.
- 3.2. Controller to:
 - 3.2.1. Provide procedures for the recording of purchases into inventory.
 - 3.2.2. Provide procedures for the processing of invoices and statements.
- 3.3. Directors and Coordinators to:
 - 3.3.1. Ensure that all tendering and purchasing complies with this policy.

4. Location of Source

- 4.1. All things being equal 1st Preferences will be given to local

ratepayers/contractors within the boundaries of Clear Hills County registered with the Clear Hills County Equipment Registry.

- 4.1. 2nd priority will be given to contractors registered outside the Clear Hills County boundaries and registered with the Clear Hills County Equipment Registry.
- 4.2. Where other factors are equal, the source of goods or services shall be:
 - 1st Local suppliers
 - 2nd Village of Hines Creek
 - 3rd Locations within 200 km of the County
 - 4th Alberta
 - 5th Canada
 - 6th Elsewhere

5. Tendering

- 5.1. Tenders shall be requested from not less than the number of sources listed below:
 - 5.1.1. Up to \$1,000 no quotations are required.
 - 5.1.2. Over \$1,000 and up to \$2,500, three (3) quotations shall be obtained by phone, internet Website, or catalogue prices, and recorded on the form provided.
 - 5.1.3. Over \$2,500 and up to \$10,000, three (3) written quotations including printed internet Website pricing, copies of catalogue pricing, or quotes obtained by email shall be obtained, and recorded and attached to the purchase documentation.
 - 5.1.4. Over \$10,000, three (3) quotations by sealed tender shall be obtained, and recorded on the form provided.
- 5.2. Where tenders or quotes are received that do not comply with Section 5.1, or where three (3) tenders cannot be obtained, the tenders received will be accepted provided that:
 - 5.2.1. Tenders have been requested from all local suppliers of the goods or services requested,
 - 5.2.2. Tenders received are believed to reflect a fair market price based on the conditions of the request for tenders, and
 - 5.2.3. The successful bidder is capable of providing the goods or services as per the conditions of the request for tender.
- 5.3. Where the nature of the services requested does not provide the competition necessary for the tendering process, Council may by resolution, or the Chief Administrative Officer in writing, provide for special

tendering and award processes. Examples of this are invitational tenders and legal, architectural and engineering services and accommodations.

- 5.4. Standing quotations may be obtained and used to satisfy the requirements in 5.1 for the time period the vendor agrees to honour the quotation.

6. Request for Tender Process

- 6.1. Sealed tenders shall be processed in the following manner:

- 6.1.1. When sealed tenders are received, each tender must be time and date stamped and initialled upon receipt. Sealed tenders will be received clearly marked, for the specified project prior to the designated tender opening.
- 6.1.2. The sealed tender will be considered invalid if opened prior to the public opening, or if the contents are disclosed to any County staff member prior to the public opening. Faxes or e-mails will not be considered.
- 6.1.3. The tender opening shall be open to the public during a Council meeting and be held at the Clear Hills County Office.
- 6.1.4. A summary of the tender opening shall be prepared and retained in the County filing system and a copy forwarded to each Councillor.
- 6.1.5. Awarding of tenders will be accordance with Section 10 Authority to purchase below.

- 6.2. Withdrawal of a sealed or written tender will only be accepted prior to tender opening. The request to withdraw the tender must be received in writing.

- 6.3. An award of hourly or unit billed services shall be based on requesting service from the most favourable bid to the County that was submitted and accepted. If that bidder is not available in the time specified in tender conditions, then the service shall be requested from the 2nd most favourable bid, then the 3rd most favourable bid, etc. Location and travel costs will be considered when hiring equipment.

- 6.4. Where quotations are obtained by phone information regarding the time and date of each call, the person spoken to, price offered, and any terms stated shall be recorded and retained on file.

7. Information to Bidder

- 7.1. Each request for a sealed tender shall provide a clearly defined description of the goods or services required by the County, and shall include a statement that the terms of this policy shall apply to each bid.
- 7.2. If additional information is developed during the request for sealed or

written tenders, due to meetings, questions raised, or changes in specifications, this information shall be forwarded in writing to all bidders.

- 7.3. Where telephone quotations or written quotes are requested, staff shall ensure that the same information and deadline is given to each person quoting.
- 7.4. Information received from any bidder shall not be revealed to other bidders until the tender deadline has passed.
- 7.5. One contractor will not be awarded more than two (2) grader beat contracts.

8. Security and Bonding

- 8.1. If a bid deposit is required, a letter of credit, or a certified cheque, payable to Clear Hills County, in the amount specified in the tender request, shall be submitted with the tender and will be returned to unsuccessful bidders by ordinary mail within 30 days after award of tender.
- 8.2. A bid deposit will be forfeited to Clear Hills County if the successful bidder fails to accept the award of tender within 15 days after award of tender, unless otherwise specified in the tender document.
- 8.3. When Security is required the successful bidder shall submit to the County, within the time specified, the documentation required in 8.1, prior to work commencing. The Security will be forfeited to the County if the successful bidder fails to comply with the terms and conditions of the award. The County will retain Security until such time as the project is completed to the satisfaction of the contract.
- 8.4. When required by the terms of the award of tender, an insurance certificate evidencing required insurance coverage, and if required naming the County as an additional insured, shall be submitted within the time specified.

9. Tender Opening over \$10,000.

- 9.1 Tenders shall be opened during a Regular Council Meeting and the Bidder name(s) and total tender cost from the Tender Form will be announced and recorded.
- 9.2 For multi-year grader beat tenders, each bid year hourly rate, shall be announced and recorded from the Tender Form.

10. Analysis of Tenders

- 10.1. Analysis of Tenders over \$10,000 shall be completed by the Tender Evaluation Committee, which will consist of:
 - 10.1.1. Department Manager (or its designate) of the originator of the Tender

10.1.2. Department Manager (or its designate) of Corporate Services

10.2. The following factors, presented without any priority, shall be used to evaluate all bids received, unless otherwise specified in the tender document;

10.2.1. **Price**, based on the same Freight on Board, (FOB) location, same currency including goods and services tax, and with discounts applied.

10.2.2. **Record** of a bidder's previous performance on quality, experience, service and delivery.

10.2.3. **Ability** of the bidder to meet the requirements of the tender regarding quality, specifications, delivery and service.

10.2.4. **Standardization** of goods to reduce inventory and future costs.

10.2.5. **Bulk Purchasing**, through larger quantities, cumulative quantities or bulk packaging.

10.2.6. **Life Cycle Costs** of goods or services.

10.3. Use of products that contain recycled material, are recyclable or reusable is encouraged.

10.4. The County reserves the right to reject any and all tenders for any cause, to award tenders based on conditions other than price, or to reject all tenders without cause.

10.5. Clear Hills County shall not accept tenders, quotations or the supply of services from contractors or suppliers of services who have initiated litigation against the County, for a period of one year after the litigation is resolved.

11. Authority to Purchase

11.1. Authority to award tenders, subject to funding being previously approved within the budget, shall be set as follows;

11.1.1. Up to \$10,000, any Director level position,

11.1.2. \$10,001 to \$25,000, Chief Administrative Officer, and

11.1.3. \$25,001 and up, by Council resolution and the signature of the Chief Administrative Officer.

11.2. Employees are only authorized to spend within their departments approved annual budget.

12. Purchase Orders

- 12.1. Purchase orders shall be issued for all purchases greater than \$1,000 except where letters of agreement or contracts exist. Chief Administrative Officer or Director must forward purchase order and copies of tender documents and the successful bid to the Controller.
- 12.2. Where a purchase consists of a periodic rental or lease, the purchase order/agreement shall be reviewed and initialled as required to authorize continuance of the rental or lease.
- 12.3. In an emergency situation, defined by the Chief Administrative Officer or the Director of Disaster Services, authority is granted to spend up to \$50,000 without the need to tender on the sole authority of the Chief Administrative Officer or the Director of Disaster Services. During the emergency, spending in excess of \$50,000 is to be approved by Reeve or Deputy Reeve, or in absence of both, any Councillor, and the Chief Administrative Officer or Director of Disaster Services without the need to tender.

13. Contingency Allowances

- 13.1. Contingency allowances may only be spent to meet the costs of unexpected site conditions, which prevent the contractor from meeting the project specifications approved by Council.
- 13.2. Contingency allowances and unspent project funds may only be applied to changes in project specifications approved by resolution of Council.

End of Policy

ADOPTED: Resolution #C194-03 Date: March 25, 2003

AMENDED: Resolution #C379-03	Date: May 27, 2003
Resolution #C876-03	Date: November 25, 2003
Resolution #C244-04	Date: March 23, 2004
Resolution #C557-04	Date: June 22, 2004
Resolution #C388(05/10/05)	Date: May 10, 2005
Resolution #C213(04/10/07)	Date: April 10, 2007
Resolution #C419(05/26/09)	Dated May 26, 2009
Resolution #C159(02/22/11)	Dated: February 22, 2011
Resolution #C245(03/29/11)	Dated: March 29, 2011
Resolution #C528(09/10/13)	Dated: September 10, 2013
Resolution C262(04/22/14)	Dated: April 22, 2014

Clear Hills County

Request For Decision (RFD)

	Policy and Priority Meeting
Meeting Date:	February 13, 2023
Originated By:	Allan Rowe, Chief Administrative Officer
Title:	CAO Survey
File:	11-02-03

DESCRIPTION:

Council requested a discussion regarding a CAO Survey.

BACKGROUND:

ATTACHMENTS:

RECOMMENDED ACTION:

RESOLUTION by.....

Initials show support -	Reviewed by:	Manager:	CAO:	
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CAO PERFORMANCE EVALUATION

RELATIONSHIP WITH STAFF

Actively supports and encourages professional development among the staff.

Rating _____

Effectively attracts, retains, motivates, and leads a team capable of achieving municipal objectives. Rating _____

Ensures staff succession, including long-term development of candidates for the CAO position. Rating _____

Promotes a clear understanding of roles between staff and elected officials. Rating _____

Ensures an effective participative process of strategic planning to achieve the vision and mission such that Council and employees feel ownership of the final product.

Rating _____

Ensures staff are involved in a meaningful way with decision making. Rating _____

Effectively communicates Council's decisions to staff. Rating _____

Clear Hills County

Request For Decision (RFD)

	Policy and Priority Meeting
Meeting Date:	February 13, 2023
Originated By:	Allan Rowe, Chief Administrative Officer
Title:	Procedural Bylaw
File:	11-02-03

DESCRIPTION:

Council requested a review of the current Procedural Bylaw. No. 233-18.

ATTACHMENTS:

Procedural Bylaw No. 233-18

RECOMMENDED ACTION:

RESOLUTION by.....

Initials show support - Reviewed by:	Manager:	CAO:	
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Bylaw No. 233-18

"A BYLAW OF CLEAR HILLS COUNTY IN THE PROVINCE OF ALBERTA
FOR THE PURPOSE OF REGULATING THE PROCEDURE AND
CONDUCT OF COUNCIL AND COUNCIL COMMITTEE MEETINGS AND
TO RESCIND BYLAW NO. 222-17"

WHEREAS: Council of Clear Hills County has the authority under section 145 of the Municipal Government Act, R.S.A. 2000 c.M-26, and related amendments, to enact bylaws respecting the establishment of Council Committees, Procedure and Conduct of Council, Council Committees, and the Conduct of Councillors and Members of Council Committees; and

WHEREAS: Council of Clear Hills County considers it expedient and desirable for effective governance to regulate the procedure and conduct of Council, Councillors and others attending Council and Council Committee Meetings in Clear Hills County;

NOW THEREFORE: the Council of Clear Hills County enacts as follows:

1.0 CITATION

- 1.1** This Bylaw may be cited as the "**Council Procedure Bylaw**" and applies to all Members attending Meetings of Council and Committees established by Council of the Municipality.

TABLE OF CONTENTS

01.0 CITATION	Pg 1
02.0 Definitions	Pg 3
03.0 General	Pg 6
04.0 Severability	Pg 8
10.0 MEETINGS	Pg 8
11.0 Organizational Meetings	Pg 8
12.0 Regular Council Meetings	Pg 9
13.0 Special Meetings	Pg 10
14.0 Committee Meetings	Pg 10
15.0 'In Camera' Sessions	Pg 15
16.0 Public Hearings	Pg 15
20.0 MEETING PROCEDURES	Pg 16
21.0 Quorum	Pg 16
22.0 Conduct of Meetings	Pg 17
23.0 Motions	Pg 18
24.0 Rules of Debate	Pg 20
25.0 Point of Order	Pg 21
26.0 Voting on a Question	Pg 22
27.0 Adjournment Time	Pg 24
28.0 Duties of the Chair	Pg 24
30.0 AGENDA AND ORDER OF BUSINESS	Pg 25
31.0 Delegations	Pg 27
32.0 Public Delegations	Pg 29
33.0 Role of Management in Regards to Delegations	Pg 29
34.0 Role of Chairperson in Delegation	Pg 30
35.0 Role of the Councillor or Committee Member in Delegations	Pg 31
40.0 PECUNIARY INTEREST	Pg 31
50.0 BYLAW PROCEDURES	Pg 33
60.0 BYLAW AND POLICY APPEAL	Pg 34
70.0 PRIOR BYLAWS	Pg 34
80.0 EFFECTIVE DATE	Pg 35
 Schedule "A" - Agenda Format	 Pg 36

2.0 **DEFINITIONS**

2.1 In this Bylaw,

- 2.1.1 "Act" shall mean the Municipal Government Act, R.S.A. 2000 c.M-26, and related amendments;
- 2.1.2 "*ad hoc*" shall mean an organization, committee, or commission created for a specific task.
- 2.1.3 "Agenda" shall mean the list of items and order of business for any meeting;
- 2.1.4 "Amend" shall mean a Motion to add context or details to currently debated Motion;
- 2.1.5 "Business Day" shall mean a full regularly-scheduled working day for the Administration Office. In reference to Delegations (Sections 30 and 31 of this Bylaw), full business days allow for the correlating and copying of information to be included in Council Packages;
- 2.1.6 "Bylaw" shall mean a Bylaw of Clear Hills County;
- 2.1.7 "Call the Question" shall mean immediately terminating debate and calling for a vote. This is a non-debatable Motion;
- 2.1.8 "CAO" shall mean the Chief Administrative Officer, or duly appointed delegate, for the County.
- 2.1.9 "CEO" shall mean the Chief Elected Officer as defined in the MGA, which shall be the Reeve unless otherwise determined by Council;
- 2.1.10 "Chair" shall mean the person presiding and conducting meetings;
- 2.1.11 "Committee" shall mean a committee created by Council (such

as at the annual Organizational Meeting) that is either a Standing Committee, Special Committee, *ad hoc* Committee, or a Council Committee;

- 2.1.12 "Committee of the Whole" shall mean a committee consisting of all Members of Council. A meeting of the Committee of the Whole may be held *in camera* (in private) or in public session depending on the issue being discussed;
- 2.1.13 "Council" shall mean the Reeve and Members of Council of Clear Hills County elected pursuant to the provisions of the *Local Authorities Election Act*;
- 2.1.14 "Councillor" shall mean a Councillor elected to represent Clear Hills County;
- 2.1.15 "*ex officio*" shall mean by right of office, the CEO is a member of all Council Committees and all bodies to which Council has the right to appoint members. Unless the named member or alternate to the Committee, the CEO does not have voting privileges;
- 2.1.16 "Delegation" shall mean any person or persons having permission of Council to appear before Council, or a Committee of Council to provide pertinent information and views about the subject before Council or Council Committee;
- 2.1.17 "Deputy Reeve" shall mean the Member of Council who is appointed pursuant to the *Act* to act as Reeve in the absence or incapacity of the Reeve;
- 2.1.18 "*in camera*" shall mean a session which is held *in private* (closed to the public) and may include specific persons invited to attend by the Chair, Council or the Committee. All discussions *in camera* are deemed as confidential, and no motions can be made *in camera*;
- 2.1.19 "Reeve" shall mean the Chief Elected Official (CEO) for the

County;

- 2.1.20 "Member" shall mean a Councillor, or Member at Large, appointed by Council to a Committee of Council;
- 2.1.21 "Member at Large" shall mean a member of the public appointed by Council to a Committee of Council;
- 2.1.22 "Meetings" shall mean meetings of Council and Council Committees;
- 2.1.23 "Motion" shall mean an action presented by a Councillor or Member of Committee and made through the Chair that requests some consideration of action by Council or Committee. For a Motion to be structurally complete, it is required to address the who, what, when, where and why questions;
- 2.1.24 "Municipality" shall mean Clear Hills County, a municipal corporation of the Province of Alberta and includes the area contained within the boundaries of the County;
- 2.1.25 "Person" shall include an individual, partnership, association, body corporate, trustee, executor, administrator, or legal representative;
- 2.1.26 "Point of Information" shall mean a question or request directed through the Chair to another member or to staff for information relevant to the business at hand but not related to the Point of Procedure;
- 2.1.27 "Point of Order" shall mean the raising of question directed to the Chair to call attention to any departure from the Procedure Bylaw;
- 2.1.28 "Point of Procedure" shall mean a question directed to the Chair to obtain information of a matter of the rules of the County bearing on the business at hand in order to assist a member to

make an appropriate Motion, raise a point of order, or understand the situation or the effect of a Motion;

- 2.1.29 "Quorum" is a majority (50% +1) of those members elected and serving on Council;
- 2.1.30 "Recess" shall mean a non-debatable action for a temporary break of Council/Committee business; any member may request a recess through the chair;
- 2.1.31 "Recording Secretary" shall mean the person assigned to record minutes of the meeting;
- 2.1.32 "Table" shall mean a Motion to delay the consideration of any matter to a definite time, when further information is to be obtained.
- 2.1.33 "County" shall mean Clear Hills County;
- 2.1.34 "Urgency" or "emergent items" (*in reference to Addendums - Section 30.7 of this Bylaw*) If an item (Addendum – addition to the agenda) is to be added to a previously distributed Agenda, then the Addendum shall pass a test of 'Urgency'. If the Addendum is time-sensitive or where failure to provide immediate action may cause financial or other distress to the Municipality, Council or a Committee, then the Chair may authorize the addition of the Addendum to the Agenda. All additions must be supported by written background information.

3.0 GENERAL

- 3.1 In accordance with Section 204 of the *Act*, the municipal office shall be Clear Hills County Administration Office located at 313 Alberta Avenue, Worsley, Alberta.
- 3.2 Council of Clear Hills County shall consist of seven (7) elected officials.

- 3.2.1 At the Organizational Meeting following the date of the general election, and annually thereafter, not later than two weeks after the third Monday in October, shall elect one of its elected officials as Reeve and one of its elected officials as Deputy Reeve.
- 3.2.2 The CEO shall be referred to as the Reeve.
- 3.2.3 Responsibilities of the Reeve are established in Part 5, Division 3, Duties, Titles, and Oaths of Councillors of the *Act*.
- 3.2.4 When the Reeve, through illness, absence or other cause, is unable to perform the duties of this office, or when the office is vacant, the Deputy Reeve has all the powers and shall perform all the duties of the Reeve during the Reeve's inability or absence.
- 3.2.5 When both the Reeve and Deputy Reeve, through illness, absence or other cause, are unable to perform the duties of the office, the Council may appoint a temporary Acting Reeve or Chair as per Section 152(3) of the *Act*.
- 3.2.6 A Reeve and Deputy Reeve who have been appointed to their offices by the Council may resign their appointments while retaining their seats on the Council.
- 3.2.7 When the office of Reeve or Deputy Reeve become vacant by death, resignation, forfeiture or otherwise, the Council shall forthwith elect one of the Councillors to fill the position for the remainder of the term of office and in accordance with section 162 of the *Act*.
- 3.2.8 The Reeve and members of Council may be paid the remuneration, travel, subsistence and out of pocket expenses that may be set by the Council and outlined in Council Policies.
- 3.3 General duties of Councillors and the Reeve are established in Part 5, Division 3, Duties, Titles, and Oaths of Councillors of the *Act*.
- 3.4 The Council of the County is responsible for:

- 3.4.1 developing and evaluating the policies and programs of the County.
- 3.4.2 ensuring that the powers, duties and functions of the County are appropriately carried out.
- 3.4.3 carrying out the powers, duties and functions expressly given to it under the MGA or any other enactment.
- 3.5 The Council of the County will not exercise a power or function or perform a duty that is by this or another enactment or by bylaw specifically assigned to the CAO or a designated officer.
- 3.6 These duties and roles of Councillors as established in this bylaw may only be amended, repealed or suspended by a bylaw passed at a regular or special meeting of Council at which time all Council must be present.

4.0 SEVERABILITY

- 4.1 If any portion of this Bylaw is declared invalid by a Court of competent jurisdiction, then the invalid portion shall be severed and the remainder of the Bylaw shall be deemed valid.

10.0 MEETINGS

11.0 Organizational Meetings

- 11.1 An Organizational Meeting of Council shall be held annually not later than two weeks after the 3rd Monday in October, as per Section 192 of the *Act*.
- 11.2 The Councillors shall take the Oath of Office upon being elected. (Part 5, Section 3, #156, as per the *Act*). By right of this office and taking of the Oath, the Councillor is a Commissioner for Oaths.
- 11.3 The Agenda of the Organizational Meeting shall be restricted to:

- 11.3.1 Establishing regular meeting dates for Council for the next twelve months, and all members of council must be present;
- 11.3.2 Establishing any *ad hoc* Council Committees;
- 11.3.3 Selection of the Reeve and Deputy Reeve by election of elected Councillors;
- 11.3.4 Appointment of Councillors as members and alternates to Council Boards and Committees and *ad hoc* Council Committees;
- 11.3.5 Appointment of Members at Large to any agencies, committees, boards to which Council has the right to appoint members;
- 11.3.6 Any such other business as is required by the *Act*.
- 11.3.7 Annual appointment of Professionals including but not limited to Assessor, Auditor, Legal Advisor and Engineer.
- 11.3.8 Referring to Section 11.3.2 and 11.3.4 of this Bylaw, the Reeve will lead Council through the Boards & Committees list. If a Councillor wishes to be the representative or alternate on a particular board or committee they must verbally indicate their desire when that board or committee is being addressed. In the case of two or more Councillors wishing to be the representative or alternate to a board or committee, a vote of Council shall be taken, by either show of hands or secret ballot. The voting method shall be determined by show of hands.
 - 11.3.8.1 Should a Councillor dispute or disagree with an appointment recommendation, Council as a whole shall debate the appointment and, by majority vote, complete the final determination.

12.0 Regular Council Meetings

12.1 Notice of regularly scheduled meetings, as per Section 11.3.1, need not be advertised.

12.2 If Council changes the date, time or place of a regularly scheduled meeting, the County shall give at least 24 hours notice of the change:

12.2.1 To any Member of Council not present at the meeting at which the change was made, and such notice shall be in accordance with Section 196(1) of the *Act*; and

12.2.2 To the public, and such notice shall be by means of posting a Notice on the front door of the Municipal Office and noting the change on the County website.

12.3 The time for Regular Council Meetings shall be 9:30 A.M.

13.0 Special Meetings

13.1 Special Meetings shall be held as per Section 194 of the *Act*.

14.0 Committee Meetings

14.1 Council Committees are created by a Motion of Council at a Regular Council Meeting.

14.2 The times for the beginning of Council Committee meetings shall be set by Motion by the Council Committee.

14.3 Standing Council Committees shall be established and governed by a policy or Bylaw approved by Council. Where appropriate authority is delegated to a Standing Committee, such Committee and its mandate shall be established by Bylaw.

14.4 The Reeve shall be deemed to be an *ex officio* member of all Committees of Council. The Reeve cannot be a member to a committee if the Reeve is not appointed in the personal name

14.4.1 When attending a Committee, which the Reeve has not been

specifically assigned as a representative, the Reeve shall have a right to vote only when an appointed Member of Council assigned to that Committee is absent and the Reeve has been asked, either formally or informally, to be the representative or alternate.

- 14.4.2 Staff may be asked to participate as advisors to Committees of Council. Unless otherwise specified in the Terms of Reference of a Committee, advisors are not voting members.

14.5 Council Committee Chairs:

- 14.5.1 For Committees of Council, the position of Chair shall be selected by vote of the members appointed by Council, which shall include Members at Large appointments.

- 14.5.2 Where the County and another municipality share representation on the Council Committee or Board, the Members shall select the Chair by a vote of the members.

14.6 *ad hoc* Committees:

- 14.6.1 Council may create an *ad hoc* Committee by Motion to be formed to address a single issue or matter. An *ad hoc* Committee shall be deemed as temporary, with a life-span of no more than twelve (12) months after creation.

- 14.6.2 The *ad hoc* Committee shall be advised of their mandate by Council at the time of creation, and Council shall appoint the Members.

- 14.6.3 The *ad hoc* Committee will provide regular written reports to Council at least once a month and Council shall determine, with each report, whether there is a need for the *ad hoc* Committee to continue to exist.

- 14.6.4 Should the term of the *ad hoc* Committee come to an end, or Council determine that the work of the *ad hoc* Committee

should continue, Council may chose to:

14.6.4.1 Extend the life of the *ad hoc* Committee for an additional twelve (12) months by Motion; or

14.6.4.2 Convert the *ad hoc* Committee to a Standing Committee of Council, by Bylaw, with a long-term mandate.

14.6.5 *ad hoc* Committee's, though temporary in nature, shall operate as other committees, being public meetings, with minutes kept, and same procedures followed as Standing Committees.

14.7 Alternates: The Reeve may temporarily appoint any Council Member to take the place of any member or alternate of the Council Committee who is unable to attend a meeting of that Council Committee. Council Committee Alternates must be appointed during the Organizational Meeting.

14.8 Council Committees shall meet at the call of the Chair, and have a written agenda, but notice must be provided to Committee Members and the Public pursuant to the requirements of this Bylaw and the Act.

14.9 All Council Committees are advisory to Council unless authority to exercise or perform any power or duty has been specifically delegated by a Council Bylaw.

14.10 The basic responsibilities of a Council Committee are as follows:

14.10.1 to analyse all matters placed before them and submit written recommendations to Council on ways and/or means of dealing with these matters;

14.10.2 to receive written reports for information purposes. Written reports received for information may be forwarded to Council at the discretion of the Council Committee, and must be forwarded to Council if required under any policy, bylaw or statute;

- 14.10.3 to refer matters to Administration, through the CAO, for research and to provide direction on the preparation of written reports;
- 14.10.4 to submit recommendations to Council on any action or decision recommended on any matter within the jurisdiction of the Council Committee;
- 14.10.5 in appropriate cases, to submit matters to Council without recommendations;
- 14.10.6 not to appropriate, expend, commit, or direct the expenditure of any money not provided for in the budget and authorized in Committee mandate and Bylaw by Council;
- 14.10.7 not to bind its' actions on the County unless power to take such action has been specifically delegated to the Committee by Council in a bylaw;
- 14.10.8 not to give direct instructions to any County employee except through the CAO.
- 14.11 All Council Board and Committee members must follow the procedural rules of Council as set out in this Bylaw.
- 14.12 All Committees created by Council shall be reviewed annually at the Organizational Meeting.
- 14.13 External agencies, boards, commissions, and committees refer to an agency, board, commission or committee not created by Council and shall be made in reference to in this bylaw as External Committees.
 - 14.13.1 Councillors will review the appointment chart for External Committees annually at the Organizational Meeting.
 - 14.13.1.1 Council may add an External Committee by Motion during a Regular Council Meeting in accordance to Section 14.13.4 of this bylaw.

- 14.13.2 Councillors will be appointed, along with alternates, to the External Committees at the Organizational Meeting annually.
- 14.13.3 Each External Committee shall *elect its own Chair*.
- 14.13.4 Councillors serving on External Committees shall represent the interest of the whole County and shall keep Council informed of Committee business with the options for written reports or verbal updates and provide an update during the Council External Committee Report portion of the Regular Council Meeting.
- 14.13.5 Councillors appointed to an External Committee that are Motioned by that External Committee to attend an event apart from the scheduled meeting, in support of that External Committee do so under the External Committee Budget.
- 14.13.6 Following the appointment of the Reeve, Councillor or member-at-large to an External Committee, the CAO shall advise the External committee of the appointment and the following:
- 14.13.6.1 that the secretary to the External Committee, shall forward to Clear Hills County a ratified copy of the minutes, of any board that holds meetings monthly, within 15 days of each meeting, along with the dates and locations of any scheduled future meetings, and
- 14.13.6.2 that where the Reeve or a Councillor is appointed to the External Committee shall not be expected to act as an advocate for the External Committee, and significant issues such as funding requests and long term plans should be presented to the Clear Hills County Council by the Chair, or their designate of the External Committee.
- 14.13.7 The CAO shall maintain a register of External Committees, the members of Council and staff of Clear Hills County who

attended, and where the appointed member of Council, was unable to attend. This register shall be available to the Reeve and Councillors on request, and shall be submitted to each Organizational Meeting. The CAO shall also maintain a register of scheduled External Committee meetings including the name, date, time and location of meetings. This register of scheduled External Committee meetings shall be available to all members of Council at each regular Council meeting. If an appointed Councillor is unable to attend an External Committee meeting, they shall contact the alternate member to attend, thereby ensuring that the County is represented at all meetings.

15.0 'In Camera' Sessions

- 15.1 Council recognizes that Section 198 of the *Act* provides for the public to be present at meetings, and it is the intent and desire of Council to remain open, accountable and transparent to the public.
- 15.2 '*in camera*' sessions shall only be permitted for matters pertaining to receiving legal counsel, for land-related negotiations, or matters pertaining to labour or personnel issues, as determined in Sections 17, 18, & 19 of the *Freedom of Information and Protection of Privacy Act*.
- 15.3 Whenever Council or a Committee meets 'in camera' the CAO, or designate, shall be present. An exception is provided when Council meets to discuss CAO annual performance.

16.0 Public Hearings

- 16.1 The conduct of any statutory Public Hearing shall be governed by this Bylaw.
- 16.2 Wherever possible, persons interested in speaking at a Public Hearing should register with the Recording Secretary prior to the Public Hearing.

- 16.3 The Chair shall declare the Public Hearing in session and shall outline the Public Hearing Procedures.
- 16.4 The Chair may call upon the CAO or Department Manager to introduce the Motion or Bylaw, and to briefly state the intended purpose.
- 16.5 Where applicable, the CAO shall advise of any third party officially applying for the Bylaw or Motion (For example, as in proposed Bylaws to amend the Land Use Bylaw).
- 16.6 Immediately following the introduction of the Bylaw or Motion, any Member who has pecuniary interest in the Motion or Bylaw for which the Public Hearing is being held shall declare this interest and shall be excused from the table.
- 16.7 Upon leaving the table, the Member has the same rights as any other person attending the Public Hearing and may stay in attendance at the Public Hearing and make presentations. However, when the matter reviewed at the Public Hearing comes before Council for deliberation, the Member must adhere to all clauses of Section 40 of this Bylaw pertaining to Pecuniary Interest.
- 16.8 Any presentation by County staff or agents shall follow the introduction of the Bylaw or Motion.
- 16.9 The Chair shall request those who wish to make presentations to identify themselves so that their names can be recorded in the minutes.

20.0 MEETING PROCEDURES

20.0 Quorum

- 21.1 As soon as there is a Quorum of Members of Council after the hour fixed for the meeting, the Chair shall call the meeting to order; in the case of the Reeve or Deputy Reeve not in attendance within fifteen (15) minutes after the hour appointed for the meeting and a quorum is

present, the CAO shall call the meeting to order and a Chairman shall be chosen by the Councillors present who shall preside during the meeting until the arrival of the Reeve or Deputy Reeve. The Recording Secretary shall record the arrival and departure of Council members at meetings should a member of Council arrive late at a meeting or depart prior to the completion of the meeting.

- 21.2 Unless a Quorum is present within fifteen (15) minutes after the time appointed for the meeting, the meeting shall stand adjourned until the next regular meeting date or until a Special Meeting is called to deal with the matters intended to be dealt with at the adjourned meeting.
- 21.3 The Recording Secretary shall record the names of the Members of Council present at the expiration of the fifteen (15) minute time limit and such record shall be appended to the next Agenda.
- 21.4 The only action that can legally be taken in the absence of Quorum is to fix the time in which to adjourn (if more than fifteen (15) minutes is being allowed), adjourn, recess, or to take measures to obtain a Quorum.
- 21.5 In the event that Quorum is lost after a meeting is called to order, the meeting shall be suspended until Quorum is obtained. If Quorum is not obtained within fifteen (15) minutes, the meeting shall stand adjourned.

22.0 Conduct of Meetings

- 22.1 Each member or delegate, as the case may be, shall address the Chair but shall not speak until recognized by the Chair.
- 22.2 The Chair, with the approval by Motion of the members, may authorize a person in the public gallery to address members only on the topic being discussed at that time and within the time limits specified by the Chair.
- 22.3 The preparation and distribution of minutes of Council and Committees shall be the responsibility of the CAO and may be

delegated to a Recording Secretary. (See Section 209 of the Act)

23.0 Motions

23.1 A Motion is put to the floor for a vote after discussion.

23.1.1 A Motion shall NOT require a seconder.

23.2 A Motion may be withdrawn at any time before voting, subject to no objection from any member, as the case may be.

23.3 Any Member may require the Motion to be read at any time during the debate, except when a Member is speaking.

23.4 A mover of a Motion must be present when the Vote on the Motion is taken. If a Motion cannot be voted before the meeting is adjourned, the Motion shall be deemed as lost.

23.5 When a Motion is under debate, no Motion shall be received other than a Motion to:

23.5.1 **WITHDRAW:** When the mover wishes to withdraw the Motion, or substitute a different one in its place. *Note: Once the Motion is withdrawn, the effect is the same as if the Motion had never been made and no record of the motion will be recorded in the minutes;*

23.5.2 **TABLE:** When a Member(s) requires additional information or wants to have a time or date for the issue to be brought back. This Motion is non-debatable and the vote is called;

23.5.3 **CALL THE QUESTION:** That a vote must now be taken and discussion has closed;

23.5.4 **REFER:** Generally used to send a pending question to a Committee, department or selected persons so that the question may be carefully investigated and put into better context for Council to consider - and should include direction

as to the Person or Group to which it is being referred;

23.5.5 AMEND:

23.5.5.1 Only one amendment at a time shall be presented to the main Motion. When the amendment has been disposed of, another may be introduced. All amendments must relate to the matter being discussed in the main motion and shall not so substantially alter the Motion as to change the basic intent or meaning of the main motion. The Chair shall rule on disputes arising from amendment.

23.5.5.2 The amendment shall be voted upon and, if any amendment is carried, the main motion, as amended, shall be put to Vote, unless a further amendment is proposed.

23.5.5.3 Nothing in this section shall prevent other proposed amendments from being read for the information of the Members.

23.5.5.4 When the Motion under consideration contains distinct propositions, the Vote upon each proposition shall, at the request of any Member, be taken separately.

23.6 Motion to Rescind is a Motion that may be accepted by the Chair only if the action of the motion has not commenced. If passed by a majority vote of the Members present, the previous Motion referred to would be declared null and void.

23.7 Notice of Motion should be used to give notice by a member when an extended period of time is advisable prior to considering a subject.

23.7.1 A Notice of Motion shall be recorded in the minutes and shall form part of the Agenda for the subsequent or future meeting as requested.

23.8 The following Motions are non-debatable by Members:

- 23.8.1 ADJOURNMENT;
- 23.8.2 CALL THE QUESTION;
- 23.8.3 LIMIT DEBATE on a matter before members;
- 23.8.4 POINT OF ORDER;
- 23.8.5 QUESTION OF PRIVILEGE;
- 23.8.6 TABLE;
- 23.8.7 TAKE A RECESS.

23.9 The wording of a Motion may be either POSITIVE or NEGATIVE in presentation. (ie: "... Council shall support ..." or "... Council shall not support ...")

23.10 When a Motion is defeated by Council the Motion shall not be brought back to the table for a period of six (6) months from the date the Motion was defeated unless there is a reconsidering motion where information relevant to the defeated motion may change the result.

24.0 Rules of Debate

24.1 In Council, a Councillor wishing to speak on a matter that has been brought before Council shall indicate their intention by raising their hand to be recognized by the Chair, and shall not speak more than once until every Member of Council has had the opportunity to speak except:

24.1.1 in the explanation of the material part of the speech which may have been misunderstood; or

24.1.2 in reply, to close debate, after everyone else wishing to speak has spoken, provided that the Member of Council presented the Motion to the meeting.

24.2 Through the Chair, a Member of Council may ask questions of another Member of Council or Staff on a Point of Information relevant to the business at hand.

24.3 All questions or debate shall be directed through the Chair.

24.4 Members shall:

- 24.4.1 refrain from the use of offensive words or language, or name calling in the meeting;
- 24.4.2 adhere to the rules of the meeting or decision of the Chair or of the Members on questions of order or practice; or upon the interpretation of the rules of the meeting;
- 24.4.3 not leave their seat or make any noise or disturbance while a vote is being taken and the result is declared;
- 24.4.4 not interrupt a Member while speaking, except to raise a Point of Order or Question of Privilege;
- 24.4.5 not pass between a Member who is speaking and the Chair.

24.5 A Member or Members who persist in a breach of the foregoing section, after having been called to order by the Chair, may, at the discretion of the Chair, be ordered to leave their seat, or the meeting room, for the duration of the meeting.

24.6 As per Section 24.5 of this Bylaw, at the discretion of the Chair, a Member may resume their seat following an apology. Failure to leave or apologize will result in the Chair calling a recess, and at the discretion of the Chair, call authorities for the enforcement of this bylaw.

24.7 A Member who wishes to leave the meeting prior to the adjournment shall so advise the Chair and the time of the departure shall be noted in the minutes.

25.0 Point of Order

25.1 The Chair shall preserve order and decide upon any Points of Order.

25.2 A member who desires to call attention to an infraction of procedure shall raise a Point of Order to the Chair. When the Member has been

acknowledged, the Member shall state the Point of Order with a concise explanation and shall accept the decision of the Chair upon the Point of Order.

25.3 The speaker in possession of the floor, when the Point of Order was raised, shall retain the right to the floor when debate resumes.

25.4 A Member called to order by the Chair shall immediately vacate the floor until the Point of Order is dealt with and shall not speak again without the permission of the Chair unless to appeal the ruling of the Chair.

25.5 The decision of the Chair shall be final, subject to an immediate appeal by a Member of the meeting.

25.6 If a decision of the Chair is appealed (Section 25.5 of this Bylaw), the Chair shall provide concise reasons for the ruling and the Members shall, without debate, decide the question. Decision of the Members shall be final.

26.0 Voting on a Question

26.1 Every Member of Council present, including the Reeve, shall vote on every matter at a Council or Committee Meeting at which they are present, unless they are required to or permitted to abstain from voting under this or any other Bylaw, Act, or other legislation. (Ref: Section 174(f) of the Act.)

26.1.1 The recording Secretary shall read out the Motion for clarity before a Call for Question takes place.

26.2 When a Motion that a Vote be taken (Call for Question) is presented, it shall be put to a vote without debate and, if carried by a majority vote of the Members present, the Motion and any amendments thereto shall be submitted to a vote immediately without further debate.

26.3 A Member present at a meeting shall make a request for a recess if,

for any reason, the Member may be away from the Meeting during a time when a Vote on a matter is imminent, unless that Member is excused from the voting pursuant to this Section.

- 26.4 Voting shall be completed simultaneously by raising of the hand after the Chair has called for those 'In Favour' and those 'Opposed' to the Motion.
- 26.5 When a Chair, having ascertained that no further information is required, commences to take a Vote, no Member shall speak to, or present another Motion, until the Vote has been taken on the current Motion or amendment, and the decision announced by the Chair.
- 26.6 Any Member who disagrees with the announcement made concerning the result of a Vote may immediately object to the declaration, and the Chair shall call for the Vote a second and final time. The determination of the Chair shall be final.
- 26.7 Whenever the Chair is of the opinion that a Motion is contrary to the rules and privileges of Council, the Chair shall inform the Member thereof immediately, before Calling the Question, and shall cite reasons applicable to the case without argument or comment.
- 26.8 In all cases not provided for in the proceedings of the Council, a two-thirds ($\frac{2}{3}$) majority of Council shall determine to uphold the ruling of the Chair, or not, as the case may be.
- 26.9 If a vote of Council is requested to be a Recorded Vote by a Member then the Recording Secretary shall enter a Recorded Vote in the Minutes. The request for a recorded vote must be made prior to the call for the question.
- 26.10 If there is a tie of votes for and against a Motion or Bylaw, then the Motion or Bylaw is defeated.
- 26.11 CAO shall advise Council whenever expert advice is required or requested.

26.12 Council, and all individual councillors, shall ensure that all advice, including engineering advice, staff advice, and recommendations/advice from administration is considered and that if the advice is not going to be followed Council must document as part of the minutes the reasons for not following such advice.

27.0 Adjournment of Meeting & Adjournment Time

27.1 If all items on the Agenda have been addressed, the Chair shall simply state that the Agenda has been completed, note the time to the Recording Secretary, and Call the Meeting Adjourned, without a Motion from the Members.

27.2 Should the Agenda NOT be completed, a non-debatable Motion to adjourn the meeting can be presented, but it must be supported by two-thirds majority (66%) of the quorum;

27.3 Unless otherwise determined pursuant to the provisions of this Bylaw, Adjournment Time is:

27.3.1 at the conclusion of the Agenda as adopted by Council; or

27.3.2 at Four thirty in the evening (4:30 PM) if a meeting is in session at that hour.

27.4 Notwithstanding the provisions in Section 27.3 of this Bylaw, Council may, by a Unanimous Motion of Members present, agree to an extension of the meeting time. A vote to extend the time of the meeting beyond Four thirty in the evening (4:30 PM) must be taken not later than Four o'clock in the evening (4:00 PM).

27.5 Unless there has been a Unanimous Motion passed within the prescribed time extending the meeting beyond the Four thirty in the evening (4:30 PM) all matters of business which appear on the Agenda for the Meeting, and which have not been dealt with by that time, shall be deemed to be postponed until the next Regular or Special Meeting.

28.0 Duties of the Chair

- 28.1 The Chair shall preside over the conduct of the meeting, including the preservation of good order and decorum, ruling on points of order, replying to Point of Procedure, and deciding on questions relating to the orderly procedure of the meeting, subject to an appeal by any Member from any ruling of the Chair.
- 28.2 It shall be the discretion of the Chair, whether or not upon the request of any Member, to call for a short recess between Agenda items, at any meeting. The Chair shall make reasonable efforts, including calling for a recess, to ensure all members in attendance at a meeting are present while a vote is being taken, unless a member is excused from voting in accordance with the *Act* or this Bylaw.
- 28.3 The Chair may invite persons forward from the audience to speak with the permission of the Council or Committee, if it is deemed to be within the best interests of the issue being discussed, the public, and the conduct of good business.
- 28.4 In the absence or inability of the Reeve or Deputy Reeve to act as Chair of the Meeting, Council shall appoint a Councillor as Acting Reeve or Chair as provided by the Section 152(3) of the *Act*.
- 28.5 The Chair shall be expected to participate in debate and vote, without relinquishing the Chair.

30.0 AGENDA and ORDER OF BUSINESS

- 30.1 The Agenda is a document used by Council or a Committee, therefore although the duty to collate the Agenda may be delegated, Council or the Committee shall have final determination as to what will or will not be included on the Agenda.
- 30.2 Prior to each meeting, the CAO shall cause to be prepared a statement of the order of business to be known as the "Agenda" of all matters to be brought before Council. To enable the CAO to do so, all documents and notice of delegation intended to be submitted to

the Council shall be received by the CAO no later than noon on the fourth (4th) business day before the meeting.

30.3 The CAO shall place at the disposal of each Member a copy of the Agenda and all supporting materials no later than 6:00 PM, three (3) calendar days before the meeting.

30.4 The business intended to be dealt with shall be stated in the Agenda after the manner as displayed in Schedule "A" attached.

30.5 The order of business established in Section 30.4 of this Bylaw shall apply unless altered by the Chair with no objection from members, or otherwise determined by a majority vote of the members present, and the vote upon a matter of priority of business shall be decided without debate.

30.6 Where the deadline in Sections 30.2 and 30.3 of this Bylaw are not met, the Agenda and supporting materials shall be deemed to be acceptable by Council when the Agenda is adopted at any Council meeting.

30.7 Addendums:

30.7.1 Council may consider the Urgency of any item(s) proposed to be added only with supporting written documentation, or proposed to be deleted, before voting to adopt the Agenda "As Amended".

30.7.2 During the course of the meeting, should a member of Council deem that an item be added to the Agenda for Council's consideration, the Member shall propose the Addendum by Motion, after which the Chair shall rule on the urgency:

30.7.2.1 If the Chair rules that the Motion stand, the Chair shall add the item to the end of the pertinent section of the Agenda.

30.7.2.2 If the Chair rules that the Motion does not meet the test of Urgency, or no written supporting documentation is

presented, the item shall be tabled and added to the next Agenda.

30.8 The order of business at a meeting is the order of the items on the Agenda except:

30.8.1 When the same subject matter appears in more than one place on the Agenda and Council decides, by Motion, to deal with all items related to the matter at the same time;

30.8.2 When Council decides not to deal with an item on the Agenda and tables the matter to a subsequent meeting.

31.0 Scheduled Delegations

31.1 A person or a representative of any delegation or group of persons who wish to bring any matter to the attention of Council, or who wish to have any matter considered by Council, shall address a letter (or other written communication) to Council, or CAO outlining the subject to be discussed. The letter shall be signed in the correct name of the writer; the address of the writer, and delivered (by hand, mail, fax, or email) to the CAO. The letter must arrive by noon at least four (4) business days immediately preceding the meeting at which it is to be presented. If the person wishes to appear before Council on the matter it shall be stated in the letter. This will apply to delegations appearing in front of the Policies and Priorities Committee or any other Council Committees.

31.2 Scheduled Delegates shall be granted a maximum of fifteen (15) minutes to present the matter outlined in the letter. Where the Chair determines that additional time shall be granted to a delegation, the length of the extension shall be specified, and the Chair may limit the time.

31.3 Delegations that have not submitted a letter in accordance with Section 31.1 of this Bylaw may be granted a brief opportunity to outline the matter they wish to present to Council, and following that outline, the Reeve or other presiding officer shall determine if the

delegation is to be granted time under Section 31.2 of this Bylaw.

- 31.4 Matters of confidential nature, as referred to in Section 15 of this Bylaw, shall not be discussed during Public Presentations to Council.
- 31.5 Information presented by a Person or Group shall relate only to the subject matter for which the presentation was originally requested.
- 31.6 Each Person or Group will be given an opportunity to make a public presentation only once in respect to a given issue. Council or the Committee may waive this restriction if it is of the view that there have been significant new developments in respect of the issue or if sufficient time has elapsed such that Council, or the Committee, is prepared to consider the issue again.
- 31.7 Extensions of time limits for any verbal presentations during the Public Presentation to Council or the Committee may be granted by consent of Council or the Committee, based on one or more of the following:
- 31.7.1 The issue or Bylaw under discussion is deemed by Council or the Committee to be contentious or complex and the allotted time is not sufficient, in the opinion of Council or the Committee, to give the matter due consideration;
- 31.7.2 The granting of an extension of time will not prejudice the rights of other presenters to their allotted presentation time as prescribed by this Bylaw.
- 31.8 Where a Delegation requests support from Council, requiring a Motion of Council, Council shall first refer the matter to Administration, who shall bring back more information and a recommendation at a subsequent meeting so that Council can make an informed decision.
- 31.8.1 Where a Delegation requests correspondence in regards to clarifying the topics of the delegation, Council will direct Administration to compile the necessary information and

prepare correspondence for the Delegation to be signed by the Chairperson. Once a decision by Council has been made on a topic from a delegation, Council is not obligated to hear the matter again.

- 31.8.2 Where a Delegation appears in front of Council or Committee to provide information, the CAO will prepare a letter of thank you to be signed by the Chairperson.

32.0 Public Delegations

32.1 As part of the Council Agenda, the Reeve shall also call for and recognize any Public Delegations. Public Delegations may or may not be scheduled (as per Section 31 of this Bylaw), and may request an opportunity to outline the matter they wish to present to Council or a Committee at a meeting, and following that outline, the Reeve or other presiding officer shall determine if the delegation is to be granted time under Section 31.2 of this Bylaw.

32.2 A Public Delegation may be recognized by the Chair and granted a maximum of five (5) minutes to present their matter.

32.3 A Public Delegation shall follow guidelines in Sections 31.4, 31.5, 31.6, 31.7 and 31.8 as outlined in this bylaw.

33.0 Role of Management in Regards to Delegations:

33.1 Administration will schedule the delegation in consultation with the Reeve.

33.2 Notify the delegation of the time and place of the meeting they wish to attend.

33.3 Delegations will be scheduled at least 15 minutes after the start of the meeting.

33.4 Delegations will be scheduled at least 15 minutes apart. More time may be required for more complex issues.

33.5 The CAO shall explore the reasons why the delegation wishes to attend and provide committee members with all back up information for their perusal prior to the arrival of the delegation.

33.6 The Administration involved may question the delegation to clarify the issue; however, shall not debate the issue with the delegation or the committee.

34.0 Role of Chairperson in Delegations

34.1 The Chairperson reserves the right to accept delegations to the Council or Committee meeting.

34.2 The Chairperson shall notify the Chief Administrative Officer of any delegations wanting to make a presentation to the committee and ensure the delegation arranges a meeting date with Chief Administrative Officer.

34.3 If there is more than one member in the delegation the Chairperson shall request that the delegation appoint a spokesperson and inform the spokesperson that all questions and comments be addressed to the chair.

34.4 The Chairperson shall ensure that all points of this policy are followed by the committee members and Administration.

34.5 The Chairperson may question the delegation to clarify the issue; however, shall not debate the issue with the delegation or committee members.

34.6 The Chairperson shall not criticize staff, government employees or the committee members while the delegation is present.

34.7 The Chairperson should direct all questions to the delegation's spokesman.

34.8 Comments of intent in the presence of the delegation shall not be

made.

34.9 The Chairperson shall ensure that the delegation restricts its presentation to the issue.

34.10 After Council or the committee has obtained all the information from the delegation the Chairperson shall dismiss the delegation to allow Council or the committee to discuss the matter.

34.11 The Chairperson may request the committee to go into camera to discuss the issue if the matter falls within the privacy issues to close a meeting.

35.0 Role of the Councillor or Committee Member in Delegations:

35.1 Members of Council or the Committee shall notify the Chief Administrative Officer of any delegations wanting to make a presentation to Council or the committee and ensure the delegation arranges a meeting date with the Chief Administrative Officer.

35.2 Members of Council or the Committee may question the delegation to clarify the issue; however, shall not debate the issue with the delegation or the committee.

35.3 Members of Council or the Committee shall not criticize staff, government employees or other Council or committee members while the delegation is present.

35.4 No comments or motions of intent will be entertained until the delegation has been dismissed from the table. The persons making up the delegation may remain in the Council Chambers, but may not participate in any further discussion.

40.0 Pecuniary Interest

40.1 Members of Council who reasonably believe that they have a pecuniary interest (as defined in the *Act*, Part 5, Division 6, Sections 169-173) in any matter before Council, any Committee of Council, or

any Board, Commission, Committee or Agency to which they are appointed as a representative of Council, shall, if present, declare and disclose the general nature of the pecuniary interest prior to any discussion of the matter, abstain from discussions, or voting on any questions relating to the matter, and shall where required by the act, remove themselves from the room until the matter is concluded.

Note: It is the responsibility of each Member to determine and/or declare whether they have a pecuniary interest, not other members of Council or Administration.

- 40.2 The minutes shall indicate the declaration of disclosure, the time at which the Member of Council left the room, and the time the Member of Council returned.
- 40.3 Prior to the meeting, if a Member of Council is unsure of whether or not they may be in a 'conflict of interest' (pecuniary) situation with regard to an upcoming issue or vote, the Member shall be encouraged to discuss the matter with the CAO.
- 40.4 Prior to the meeting and after discussing the issue with the CAO (as per Section 40.3 of this Bylaw), a Councillor may wish to seek a legal opinion at their own expense to determine whether or not there is a conflict of interest situation with regard to the upcoming issue or vote.
- 40.5 If the matter with respect to which the Councillor has a pecuniary interest is a payment of an account for which funds have previously been committed, it is not necessary for the Councillor to leave the room.
- 40.6 If the matter with respect to which the Councillor has a pecuniary interest is a question on which the Councillor as an elector or property owner has the right to be heard by the Council,
- a) it is not necessary for the Councillor to leave the room, and
 - b) the Councillor may exercise the right to be heard in the same manner as a person who is not a member of the Council.
- 40.7 If a Councillor is temporarily absent from a meeting when a matter in which the Councillor has a pecuniary interest is introduced, the

Councillor shall immediately on returning to the meeting, or as soon thereafter as the Councillor becomes aware that the matter has been considered, disclose the general nature of the Councillor's interest in the matter.

50.0 Bylaw Procedures

50.1 Where a Bylaw is presented to a meeting for enactment, the CAO or designate shall cause the number, short title and brief description of the Bylaw to appear on the Agenda.

50.1.1 As per Section 187 of the *Act*, all Bylaws shall have three distinct and separate readings. The Motion to move a Bylaw for consideration shall be the First Reading.

50.2.2 As per Section 187(4) of the *Act* any proposed bylaw must not have more than 2 readings at a council meeting unless the councillors present unanimously agree to consider third reading, which requires a motion of council.

50.2 The following shall apply to the passage of a Bylaw:

50.2.1 A Bylaw shall be introduced for First Reading by a Motion that it be Read a First Time specifying the number and short name of the Bylaw;

50.2.2 After a Motion for First Reading of the Bylaw has been presented, Members may debate the substance of the Bylaw, and propose and consider amendments to the Bylaw;

50.2.3 Any proposed amendments shall be put to vote, if required, and, if carried, shall be considered as having been incorporated into the Bylaw at First Reading.

50.2.4 When all amendments have been accepted or rejected, the Chair shall Call the Question on the Motion for First Reading of the Bylaw.

- 50.2.5 When a Bylaw is subject to a statutory Public Hearing, a Public Hearing date and time shall be established prior to proceeding to second reading.
- 50.2.6 When a Bylaw must receive approval of a Minister of the Crown, it must be forwarded for such approval prior to proceeding to Second Reading.
- 50.2.7 All aspects of the passage of a Bylaw at First Reading shall apply to Second or Third Reading of any Bylaw.

60.0 Bylaw and Policy Appeal

- 60.1 When a Bylaw or Policy is defeated by Council the Bylaw or Policy shall not be available for review by Council for a period of six (6) months from the date the Bylaw or Policy being defeated unless there is a reconsidering motion where information relevant to the defeated motion may change the result.

70.0 Prior Bylaws

- 70.1 This Bylaw shall supersede and take precedence over all previously passed bylaws that refer to the setting out of rules for governing the County, pertaining to the procedures for Council Meetings, Committee Meetings, Public Hearings, the conduct of Councillors, Committee Members, and the establishment of Council Committees, as well as any previously passed Motions that may be in conflict with this Bylaw, including Bylaw 1.
- 70.2 Bylaw 104-07, and all related amendments, shall be repealed upon Third and Final Reading of this Bylaw.

80.0 Effective Date

80.1 This Bylaw comes into effect upon the final passing and proper signature thereof.

Read a First Time this 12th day of June, 2018.

Read a Second Time this 12 day of June, 2018.

Read a Third Time this 12 day of June, 2018.

Signed this 12 day of June, 2018.



Jason Ruecker, Reeve



Allan Rowe, Chief Administrative Officer

Schedule "A"

Agenda Format

- 1. CALL TO ORDER**
- 2. AGENDA**
- 3. MINUTES**
 - a. Previous:
- 4. DELEGATION(S)**
- 5. PUBLIC Hearing**
- 6. TENDER OPENING-**
- 7. NEW BUSINESS**
 - a. COUNCIL
 1. Councillor Reports
 2. Management Team Activity Report
 - b. CORPORATE SERVICES
 1. Accounts Payable.....
 - c. COMMUNITY SERVICES
 1.
 - d. PUBLIC WORKS
 1.
- 8. WRITTEN REPORTS: COUNCIL, COMMITTEE & MANAGERS**
 - a. Chief Administrative Officer's Report.....
 - b. Community Development Manager Report.....
 - c. Corporate Services Manager's Report
 - d. Public Works Manager's Report.....
- 9. COUNCIL INFORMATION (*including Correspondence*).....**
- 10. CALENDARS**
- 11. CONFIDENTIAL ITEMS**
- 12. ADJOURNMENT**