

AGENDA
REGULAR COUNCIL MEETING
Wednesday, February 7, 2024 @ 6:00 PM
Council Chambers, 1 Parklane Drive, Strathmore AB

Page

1. CALL TO ORDER

- 1.1. Traditional Land Acknowledgement for the First Meeting in February (Piitaikisom)

2. CONFIRMATION OF AGENDA

3. CLOSED MEETING

- 3.1. Strathmore Affordable Housing Society – Advice from officials – FOIP S. 24(1)(a)
- 3.2. Environmental Monitoring – Advice from officials – FOIP S. 24(1)(a)
- 3.3. HR Annual Report – Advice from officials – FOIP S. 24(1)(b)(i)
- 3.4. ICC Meeting Discussion – Advice from officials – FOIP S. 24(1)(b)(i)
- 3.5. Council/CAO Dialogue – Advice from officials – FOIP S. 24(1)(b)(i)
- 3.6. CAO Evaluation – Confidential evaluations – FOIP S. 19(1)

4. PUBLIC HEARING

None.

5. PUBLIC COMMENTS

Members of the public are welcome to provide comments regarding items on the agenda in person during the Council meeting, virtually, or in writing. Should you wish to provide public comments virtually or in writing, please fill out the Request to Speak at a Council Meeting form that can be located on the Town's website and submit it to: lsadmin@strathmore.ca by the end of the day on the Sunday before the Council meeting. In order to ensure procedural fairness, Council requests that the public refrain from speaking on items that have been or will be heard through a public hearing process.

6. DELEGATIONS

Members of the public and community organizations are welcome to attend a Regular Council Meeting as a delegation to present an item to Town Council for consideration. If you are interested in attending as a delegation please fill out the Delegation Request form that can be located on the Town's website and submit it to: lsadmin@strathmore.ca by noon the Wednesday before a Regular Council Meeting.

7. CONSENT AGENDA

- 8.1 Regular Council Meeting Minutes – January 17, 2024
 - 9.1 2024 and 2025 United Way Funding Memorandum of Understanding
 - 11.2.1 WHMB Meeting Minutes – October 19, 2023
 - 11.2.2 WHMB Meeting Minutes – October 24, 2023
 - 11.2.3 WHMB Meeting Minutes – November 16, 2023
 - 11.2.4 Strathmore Library Board Meeting Minutes – November 21, 2023
 - 12.1 Epilepsy Association of Calgary – Epilepsy Awareness Day – March 26, 2024
- Information

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Request for Decision

To: Council

Staff Contact: Veronica Anderson, Legislative Services Officer

Date Prepared: January 17, 2024

Meeting Date: February 7, 2024

SUBJECT: Regular Council Meeting Minutes - January 17, 2024

RECOMMENDATION: THAT Council adopt the January 17, 2024 Regular Council Meeting Minutes as presented in Attachment I.

STRATEGIC PRIORITIES:



Affordable
Housing



Climate
Resiliency



Community
Development



Community
Wellness



Economic
Development



Financial
Sustainability

HOW THE STRATEGIC PRIORITIES ARE MET:

N/A

SUSTAINABILITY

ECONOMIC SUSTAINABILITY:

N/A

SOCIAL SUSTAINABILITY:

N/A

ENVIRONMENTAL SUSTAINABILITY:

N/A

IMPLICATIONS OF RECOMMENDATION:

GENERAL:

Pursuant to Section 208(1)(iii) of the *Municipal Government Act*, the minutes of the January 17, 2024 Regular Council Meeting are given to Council for adoption.

ORGANIZATIONAL:

N/A

OPERATIONAL:

N/A

FINANCIAL:

N/A

POLICY:

N/A

IMPLEMENTATION:

N/A

BACKGROUND:

N/A

KEY ISSUE(S)/CONCEPT(S):

N/A

DESIRED OUTCOMES:

N/A

COMMUNICATIONS:

Once signed, the January 17, 2024 Regular Council Meeting Minutes will be posted on the Town's website.

ALTERNATIVE ACTIONS/MOTIONS:

1. Council may adopt the recommended motion.

2. Council may provide further direction regarding the Regular Council Meeting Minutes.

ATTACHMENTS:

[Attachment I: Regular Council - 17 Jan 2024 - Minutes](#)

Claudette Thorhaug, Legislative Services Officer

Approved
- 19 Jan
2024

Johnathan Strathdee, Manager of Legislative Services

Approved
- 24 Jan
2024



MINUTES REGULAR COUNCIL MEETING

6:00 PM - Wednesday, January 17, 2024

Council Chambers, 1 Parklane Drive, Strathmore AB

COUNCIL PRESENT:

Mayor Pat Fule, Deputy Mayor Melissa Langmaid, Councillor Jason Montgomery (Virtual), Councillor Denise Peterson, and Councillor Brent Wiley

COUNCIL ABSENT:

Councillor Debbie Mitzner and Councillor Richard Wegener

STAFF PRESENT:

Kevin Scoble (Chief Administrative Officer), Jamie Dugdale (Director of Infrastructure, Operations, and Development Services), Mark Pretzlaff (Director of Community and Protective Services), Kara Rusk (Director of Strategic, Administrative, and Financial Services), and Johnathan Strathdee (Manager of Legislative Services)

1. CALL TO ORDER

Mayor Fule called the January 17, 2024 Regular Council Meeting to order at 6:04 p.m.

1.1. Traditional Land Acknowledgement for the First Meeting in January (Monstoyii)

We honour all the many First Nations, Métis, and Inuit whose footsteps have marked these lands for centuries. We acknowledge that the ancestral and traditional lands on which we gather are Land of the Blackfoot Confederacy and Treaty 7 territory, a traditional meeting ground for many Indigenous peoples, and in particular our neighbors, Siksika Nation on whose traditional territory we work, live, and play, and on whose traditional territory we stand and where Strathmore resides.

1.2. New Fire Department Recruits – Introduction to Council

2. CONFIRMATION OF AGENDA

Resolution No. 001.01.24

Moved by Councillor Langmaid

THAT Council adopt the January 17, 2024 Regular Council Meeting Agenda as presented.

FOR: Mayor Fule, Councillor Langmaid, Councillor Montgomery, Councillor Peterson, and Councillor Wiley

AGAINST: None.

CARRIED

3. **CLOSED MEETING**

Resolution No. 002.01.24

Moved by Councillor Peterson

THAT Council move In Camera to discuss items related to sections 16(1)(b), 24(1)(b)(i) and 24(1)(a) of the *Freedom of Information and Protection of Privacy Act* at 6:11 p.m.

FOR: Mayor Fule, Councillor Langmaid, Councillor Montgomery, Councillor Peterson, and Councillor Wiley

AGAINST: None.

CARRIED

3.1. **Business Development – Disclosure harmful to business interests of a third party – FOIP S. 16(1)(b)**

3.2. **Amenity Opportunities – Advice from officials – FOIP S. 24(1)(b)(i)**

3.3. **Emergency Response Equipment – Advice from officials – FOIP S. 24(1)(a)**

3.4. **Council/CAO Dialogue – Advice from officials – FOIP S. 24(1)(b)(i)**

Resolution No. 003.01.24

Moved by Councillor Peterson

THAT Council move out of Camera at 7:20 p.m.

FOR: Mayor Fule, Councillor Langmaid, Councillor Montgomery, Councillor Peterson, and Councillor Wiley

AGAINST: None.

CARRIED

Resolution No. 004.01.24

Moved by Councillor Peterson

THAT Council defer the discussion on items 3.2, 3.3 and 3.4 to after Correspondence on the Regular Council Meeting Agenda, thereby creating a second Closed Meeting section with the new discussion being:

13.1. Amenity Opportunities – Advice from officials – FOIP S. 24(1)(b)(i)

13.2. Emergency Response Equipment – Advice from officials – FOIP S. 24(1)(a)

13.3. Council/CAO Dialogue – Advice from officials – FOIP S. 24(1)(b)(i)

FOR: Mayor Fule, Councillor Langmaid, Councillor Montgomery, Councillor Peterson, and Councillor Wiley

AGAINST: None.

CARRIED

Mayor Fule made a statement regarding Council's attendance at the Mid-Sized Cities Mayors' Caucus Summit.

4. PUBLIC HEARING

None.

5. PUBLIC COMMENTS

None.

6. DELEGATIONS

None.

7. CONSENT AGENDA

Resolution No. 005.01.24

Moved by Councillor Langmaid

THAT Council adopt the recommendations of the following agenda reports by an omnibus motion:

8.1 Special Council Meeting Minutes – December 4, 2023

8.2 Regular Council Meeting Minutes – December 6, 2023

9.1 2024 Recreation Cost Sharing Agreement Extension – Wheatland County

9.2 Phyto Organix – Letter of Support

12.1 Letter from C.M. Zablocki, M.O.M. Deputy Commissioner, Commanding Officer Alberta RCMP

FOR: Mayor Fule, Councillor Langmaid, Councillor Montgomery, Councillor Peterson, and Councillor Wiley

AGAINST: None.

CARRIED

8. CONFIRMATION OF MINUTES

8.1. Special Council Meeting Minutes – December 4, 2023

The following motion was adopted by the consent agenda:

THAT Council adopt the December 4, 2023 Special Council Meeting Minutes as presented in Attachment I.

8.2. Regular Council Meeting Minutes – December 6, 2023

The following motion was adopted by the consent agenda:

THAT Council adopt the December 6, 2023 Regular Council Meeting Minutes as presented in Attachment I.

9. BUSINESS

9.1. 2024 Recreation Cost Sharing Agreement Extension – Wheatland County

The following motion was adopted by the consent agenda:

THAT Council adopt the 2024 Recreation Cost Sharing Agreement Extension with Wheatland County as presented in Attachment I.

9.2. Phyto Organix – Letter of Support

The following motion was adopted by the consent agenda:

THAT Council authorize Mayor Fule to sign the letter of support for Phyto Organix in their application to AgrilInnovate as presented in Attachment I.

10. BYLAWS

10.1. 2024 Supplementary Assessment Bylaw No. 24-04

Resolution No. 006.01.24

Moved by Councillor Peterson

THAT Council give First Reading to Bylaw No. 24-04, being the 2024 Supplementary Assessment Bylaw.

FOR: Mayor Fule, Councillor Langmaid, Councillor Montgomery, Councillor Peterson, and Councillor Wiley

AGAINST: None.

CARRIED

Resolution No. 007.01.24

Moved by Councillor Langmaid

THAT Council give Second Reading to Bylaw No. 24-04, being the 2024 Supplementary Assessment Bylaw.

FOR: Mayor Fule, Councillor Langmaid, Councillor Montgomery, Councillor Peterson, and Councillor Wiley

AGAINST: None.

CARRIED

Resolution No. 008.01.24

Moved by Councillor Langmaid

THAT Council give unanimous consent to proceed with Third and Final Reading of Bylaw No. 24-04, being the 2024 Supplementary Assessment Bylaw.

FOR: Mayor Fule, Councillor Langmaid, Councillor Montgomery, Councillor Peterson, and Councillor Wiley

AGAINST: None.

CARRIED

Resolution No. 009.01.24

Moved by Councillor Langmaid

THAT Council give Third and Final Reading to Bylaw No. 24-04, being the 2024 Supplementary Assessment Bylaw.

FOR: Mayor Fule, Councillor Langmaid, Councillor Montgomery, Councillor Peterson, and Councillor Wiley

AGAINST: None.

CARRIED

10.2. 2024 Operating Line of Credit Bylaw No. 24-05**Resolution No. 010.01.24**

Moved by Councillor Peterson

THAT Council give First Reading to Bylaw No. 24-05, being the 2024 Operating Expenditures Line of Credit Borrowing Bylaw.

FOR: Mayor Fule, Councillor Langmaid, Councillor Montgomery, Councillor Peterson, and Councillor Wiley

AGAINST: None.

CARRIED

Resolution No. 011.01.24

Moved by Councillor Langmaid

THAT Council give Second Reading to Bylaw No. 24-05, being the 2024 Operating Expenditures Line of Credit Borrowing Bylaw.

FOR: Mayor Fule, Councillor Langmaid, Councillor Montgomery, Councillor Peterson, and Councillor Wiley

AGAINST: None.

CARRIED

Resolution No. 012.01.24

Moved by Councillor Langmaid

THAT Council give unanimous consent to proceed with Third and Final Reading of Bylaw No. 24-05, being the 2024 Operating Expenditures Line of Credit Borrowing Bylaw.

FOR: Mayor Fule, Councillor Langmaid, Councillor Montgomery, Councillor Peterson, and Councillor Wiley

AGAINST: None.

CARRIED

Resolution No. 013.01.24

Moved by Councillor Langmaid

THAT Council give Third and Final Reading to Bylaw No. 24-05, being the 2024 Operating Expenditures Line of Credit Borrowing Bylaw.

FOR: Mayor Fule, Councillor Langmaid, Councillor Montgomery, Councillor Peterson, and Councillor Wiley

AGAINST: None.

CARRIED

11. COUNCILLOR INFORMATION & INQUIRIES

11.1. QUESTIONS BETWEEN COUNCILLORS AND COUNCIL STATEMENTS

None.

11.2. BOARDS AND COMMITTEES REPORTS

None.

11.3. QUESTION AND ANSWER PERIOD

None.

11.4. ADMINISTRATIVE INQUIRIES

None.

11.5. NOTICES OF MOTION

None.

12. CORRESPONDENCE

12.1. Letter from C.M. Zablocki, M.O.M. Deputy Commissioner, Commanding Officer Alberta RCMP

13. CLOSED MEETING

Resolution No. 014.01.24

Moved by Councillor Langmaid

THAT Council move In Camera to discuss items related to sections 24(1)(b)(i) and 24(1)(a) of the *Freedom of Information and Protection of Privacy Act* at 7:30 p.m.

FOR: Mayor Fule, Councillor Langmaid, Councillor Montgomery, Councillor Peterson, and Councillor Wiley

AGAINST: None.

CARRIED

13.1. Amenity Opportunities – Advice from officials – FOIP S. 24(1)(b)(i)

13.2. Emergency Response Equipment – Advice from officials – FOIP S. 24(1)(a)

13.3. Council/CAO Dialogue – Advice from officials – FOIP S. 24(1)(b)(i)

Resolution No. 015.01.24

Moved by Councillor Peterson

THAT Council move out of Camera at 8:47 p.m.

FOR: Mayor Fule, Councillor Langmaid, Councillor Montgomery, Councillor Peterson, and Councillor Wiley

AGAINST: None.

CARRIED

Resolution No. 016.01.24

Moved by Councillor Peterson

THAT Council approve up to \$250,000, consisting of \$100,000 from the Fire Reserve and the balance, to a maximum of \$150,000, from the Fiscal Stabilization Reserve to purchase a Type 2 Sprinkler Protection Unit.

FOR: Mayor Fule, Councillor Langmaid, Councillor Montgomery, Councillor Peterson, and Councillor Wiley

AGAINST: None.

CARRIED

14. ADJOURNMENT

Mayor Fule adjourned the January 17, 2024 Regular Council Meeting at 8:54 p.m.

Mayor

Director of Strategic, Administrative,
and Financial Services



Request for Decision

To: Council

Staff Contact: Budd Brazier, Manager

Date Prepared: January 31, 2024

Meeting Date: February 7, 2024

SUBJECT: 2024 and 2025 United Way Funding Memorandum of Understanding

RECOMMENDATION: THAT Council adopt the 2024 and 2025 United Way Funding Memorandum of Understanding, as presented in Attachment I.

STRATEGIC PRIORITIES:



Affordable
Housing



Climate
Resiliency



Community
Development



Community
Wellness



Economic
Development



Financial
Sustainability

HOW THE STRATEGIC PRIORITIES ARE MET:

As part of its Strategic Plan, Council has prioritized Financial Sustainability and Community Wellness. The 2024 and 2005 funding MOU between the Town and United Way of Calgary and Area provides additional financial support to enhance the social well-being of individuals and families in Strathmore.

SUSTAINABILITY

ECONOMIC SUSTAINABILITY:

N/A

SOCIAL SUSTAINABILITY:

N/A

ENVIRONMENTAL SUSTAINABILITY:

N/A

IMPLICATIONS OF RECOMMENDATION:

GENERAL:

As part of the previous funding MOA, which expired on December 31, 2023, the United Way of Calgary and Area provided the Town with funding to enhance the social well-being of individuals and families in Strathmore.

Funding from this agreement supports programs that demonstrates value and addresses a need in the community.

ORGANIZATIONAL:

N/A

OPERATIONAL:

N/A

FINANCIAL:

Should Council decide not to approve the funding MOU, there will be a funding shortfall associated with the 2024 and 2025 FCSS/United Way grant funding program.

POLICY:

N/A

IMPLEMENTATION:

Should Council support this MOU, Administration will coordinate the signing of the agreement.

BACKGROUND:

In 2018, a funding MOU between the Town of Strathmore and the United Way of Calgary and Area was formalized to:

1. Engage the community;
2. Facilitate collaborations;
3. Focus efforts on key social priority areas; and
4. Fund a network of programs that serve the community.

This initial funding MOU expired in December 2020 and a new agreement (January 2021 to December 2023) was signed.

Premised on strengthening individuals, families, and the community, FCSS/United Way funded programs build knowledge, skills, and healthy behavior's, improving quality of life and building capacity to prevent and deal with crisis situations should they arise.

Programs and initiatives that are supported are carried out under the FCSS Advisory Board and regulated by the Family and Community Support Services (FCSS) Act of Alberta. The FCSS Advisory Board allocates funding based on the needs of the community and evaluation criteria.

KEY ISSUE(S)/CONCEPT(S):

The approval of the new funding MOU would provide the same level of financial support as previous agreements, and would maintain the existing framework as set out by the United Way of Calgary and Area which includes:

1. Engage the community;
2. Facilitate collaborations;
3. Focus efforts on key social priority areas; and
4. Fund a network of programs that serve the community.

Without an agreement, there would be a funding shortfall for the 2024 & 2025 FCSS/United Way grant funding program.

DESIRED OUTCOMES:

That Council supports this motion and endorses the new funding MOU.

COMMUNICATIONS:

N/A

ALTERNATIVE ACTIONS/MOTIONS:

1. Council may adopt the recommended motion.
2. Council may defeat the recommended motion.
3. Council may provide further direction.

ATTACHMENTS:

[Attachment I: United Way MOU - Strathmore - 2024-2025](#)

Mark Pretzlaff, Director of Community and Protective Services

Approved
- 01 Feb

2024
Approved
- 01 Feb
2024
Approved
- 01 Feb
2024
Approved
- 01 Feb
2024

Veronica Anderson, Legislative Services Officer

Johnathan Strathee, Manager of Legislative Services

Kevin Scoble, Chief Administrative Officer

Memorandum of Understanding **BETWEEN THE Town of Strathmore ("Town") AND UNITED WAY OF CALGARY AND AREA ("United Way")**

TERM

The term of this agreement is from **January 1, 2024 to December 31, 2025**.

UNITED WAY OF CALGARY AND AREA

The mission of United Way is to improve lives and build extraordinary communities by engaging individuals and mobilizing collective action.

In this endeavour, United Way provides the means by which a cross section of citizens and agencies join together to find collective solutions. The intention of this agreement is to support United Way and Town to:

1. Engage the community;
2. Facilitate collaboration;
3. Focus efforts on key social priority areas; and
4. Fund a network of programs that serve the community.

The primary function of this agreement is to reflect the agreement between United Way and Town to meet certain human service needs of the community. Basic to this function is United Way's annual fundraising campaign, the key element in an overall system of inter-related activities in which United Way and its partners jointly participate.

Underscoring the cooperative nature of the relationship between United Way and Town is a reciprocal commitment to communicate on matters of mutual concern and to work together to reach solutions that are in the best interest of the community as a whole.

TOWN OF STRATHMORE ("Town")

Town believes that many Town residents support United Way. Town and United Way have agreed to collaborate to build a stronger community in Town and address both immediate social issues and root causes of those issues. There are many qualified organizations in Town and area that serve the community and region. The people that these qualified organizations serve would benefit from donations made through United Way. Town residents may be willing to increase their participation and giving to United Way if they see it as a way to support stronger communities in Town and area and qualified organizations in the social services sectors.

IN SIGNING, UNITED WAY AGREES:

- 1.01 To make an annual investment to the maximum amount of \$44,290 to Town for two years (2024 and 2025) to be disbursed in one lump sum payment each June. Town will be notified of the funding amount in the first quarter of every year. Funding is contingent upon the availability of Board approved funds each year and compliance with United Way reporting requirements. Up to \$2,500.00 of the annual United Way investment may be used for administration of the collaboration between United Way and Town. An additional \$2,500.00 of the annual United Way investment may be used for administration of the annual local United Way campaign in Town.
- 1.02 That a locally empowered group, to be known as the United Way / Town Steering Committee, will make investment recommendations to Town Council based on local priorities identified by the United Way / Town Steering Committee.
- 1.03 That dollars raised locally by Town will be over and above the annual investment from United Way and will be distributed through the same decision making as 1.02.



- 1.04 To process pledges and complete the receipting process. 11% of all pledges will be held back by United Way to cover operating/fundraising costs. Funds raised through special events are exempt from this 11% cost .
- 1.05 To authorize the use of United Way's logo for promotional purposes as outlined by United Way logo and graphic standards guidelines.
- 1.06 To provide advisory support, when available, in marketing, community consultation and investment, and campaigning.
- 1.07 To work collaboratively with Town to establish operating guidelines for the Area Partnerships.

IN SIGNING, TOWN AGREES:

- 2.01 To ensure a minimum of eight people, including the Town Council's liaison appointment, serve on the United Way / Town Steering Committee and to indemnify and hold harmless the individuals from any liability that they may incur as a result of their activities and recommendations.
- 2.02 To receive an annual grant from United Way, distribute those funds to qualified organizations in Town and area and provide in a timely manner, an annual financial statement to United Way. In distributing the funds, Town will consider recommendations made by the United Way / Town Steering Committee. **The Town will validate a qualified organization prior to funding as either: a CRA registered charity, or an incorporated non-profit established for charitable purposes that is approved by United Way.**
- 2.03 To designate staff/administrative support for the Area Partnership Steering Committee who will regularly attend meetings and provide assistance as needed.
- 2.04 To work within the basic funding criteria of United Way (Attachment 4) and enter into a Letter of Agreement with recipients of funds (Attachment 1) **and incorporated non-profits require Schedule A to be included with Attachment 1.**
- 2.05 To comply with the terms outlined in the United Way's Recognition Policy (Attachment 2).
- 2.06 To ensure the United Way / Town Steering Committee conducts an annual fundraising initiative to engage the Town community in the United Way's work and comply with the United Way's Supplementary Fundraising Policy (Attachment 3).
- 2.07 To distribute the United Way annual investment within the calendar year or the year following, with the exception of administrative funds in which case Town may accumulate a maximum of \$5,000. All dollars over and above the annual investment (i.e. local campaign) will be distributed within 18 months of receipt from United Way.
- 2.08 To request recipients acknowledge United Way and Town as funders.
- 2.09 That if there are allocations to organizations that are not charitable or no longer qualified organizations under Section 2.02 or unutilized surplus funds, the Town will be responsible for CRA compliance and the redistribution of those dollars with the Steering Committee.
- 2.10 That all restrictions that apply to United Way donors regarding donor choice will apply to Town donors.
- 2.11 To work collaboratively with United Way to establish operating guidelines for the Area Community Partnerships.



- 2.12 To conduct a local Town needs assessment in conjunction with municipal planning at minimum every five years or as needed in order to determine priority areas that funding decisions made by the Area Partnership Committee will be based on.

THE UNITED WAY / TOWN STEERING COMMITTEE WILL:

- 3.01 Elect a Steering Committee Chair and Vice Chair and decide on governance structure and terms of reference.
- 3.02 Maintain a system to identify funding priorities, to invest funds based on those priorities and monitor funds.
- 3.03 Lead a funding process including advertising for proposals, reviewing proposals, developing funding criteria and decision making process and informing Town Council of funding decisions and ensuring fund recipients fulfill annual United Way's reporting requirements.
- 3.04 Work within the basic funding criteria of United Way (Attachment 4).
- 3.05 Run an annual local Town United Way campaign recruiting additional community volunteers as needed.
- 3.06 Support the United Way's campaign through the promotion of the collaboration between United Way and Town.
- 3.07 Not directly promote the redirection of current United Way gifts.

TERMINATION:

- 4.01 Town has the right to terminate this Agreement upon giving thirty (30) days notice in writing to United Way. United Way has the right to terminate this Agreement upon giving thirty (30) days notice in writing to Town.
- 4.02 United Way shall have the right to discontinue funds immediately and terminate this Agreement under any of the following circumstances, by giving notice in writing to Town in the event that:
 - Town fails to perform the duties and obligations which it has undertaken in this agreement.
 - Town merges with another community or changes its incorporation or CRA Qualified Donee status.
 - An illegal act is committed under this Agreement or the misuse of funds by the Town.
 - United Way becomes aware that Town has been in breach of any of the terms, conditions or reporting requirements of this agreement.
- 4.03 Upon termination of this Agreement, for any reason, the community shall:
 - Return all unexpended funds received from United Way immediately. All annual campaign designations will be invested within 12 months of termination through the same decision making as 1.02
 - Within 60 days of termination, provide to the United Way an audited financial statement of the funds provided.

AUTHORIZED SIGNATURES: TOWN OF STRATHMORE

Signed at _____ this _____ day of _____, 20__

By: _____
Mayor, Town


Print name and Title

By: _____
Chief Administrative Officer
(or other designate), Town

Print name and Title

AUTHORIZED SIGNATURES: UNITED WAY OF CALGARY AND AREA

Signed at Calgary this 23rd day of November, 2023

By: 

Susan Brooke, VP Community Impact and Partnerships
(Authorized Signature)



Request for Decision

To: Council

Staff Contact: Mark Pretzlaff, Director of Community and Protective Services

Date Prepared: January 1, 2024

Meeting Date: February 7, 2024

SUBJECT: Animal Trapping, Neuter and Spay Policy No. 2603

RECOMMENDATION: THAT Council adopt Animal Trapping, Neuter and Spay Policy No. 2603, as presented in Attachment I.
AND THAT Council rescind Animal Trapping, Neuter and Spay Policy No. 2601.

STRATEGIC PRIORITIES:



Affordable
Housing



Climate
Resiliency



Community
Development



Community
Wellness



Economic
Development



Financial
Sustainability

HOW THE STRATEGIC PRIORITIES ARE MET:

As part of its Strategic Plan, Council has prioritized the maintenance, protection, and improvement of Community Wellness services that support optimum lifestyles for residents of Strathmore.

The Animal Trapping, Neuter and Spray policy established a humane, effective, and financially sustainable strategy for controlling domestic (cats) and non-domestic (skunks) animals within Strathmore. This policy ensures animals are humanely trapped and released (if applicable) while prioritizing the animals' health and welfare but at the same time proactively addressing public complaints regarding feral and domestic animals at large.

SUSTAINABILITY

ECONOMIC SUSTAINABILITY:

N/A

SOCIAL SUSTAINABILITY:

N/A

ENVIRONMENTAL SUSTAINABILITY:

N/A

IMPLICATIONS OF RECOMMENDATION:

GENERAL:

The current policy is outdated and should be reviewed and adopted to ensure it complies with existing bylaws and current practices. The revised policy will ensure better clarity for the public related to the trapping of domestic (feral and at large) and non-domestic animals.

ORGANIZATIONAL:

The adopted policy reflects current practices by the Municipal Enforcement department and aligns with existing bylaws.

OPERATIONAL:

The necessary changes to the policy reflect current practices by the Municipal Enforcement department so no operational changes are needed.

FINANCIAL:

There are no financial implications at this time, but additional costs could arise (i.e. purchase of replacement or additional traps) as the program continues.

POLICY:

Moving forward, the adopted policy should be reviewed with the current practice (3-5 years) or as necessary. The proposed amendments will ensure alignment between the the policy and the Town's existing bylaws.

IMPLEMENTATION:

Should Council approve this policy, Administration will ensure internal stakeholders are aware of the updated policy and ensure the public is aware of the changes (social media).

BACKGROUND:

The Animal Trapping, Neuter and Spray policy was approved by Council in 2019. As part of the current practice on reviewing policies and bylaws, Administration has identified this policy as it no longer aligns with current practices.

Some of the changes to the policy include:

- Revised policy statement.
- Updated definitions.
- Updates to responsibilities for Municipal Enforcement staff.
- Revisions to the services provided – giving more clarity.
- Updates related to the disposal of animals section.

*Please see Attachment III for a summary of all the changes to the policy.

KEY ISSUE(S)/CONCEPT(S):

This policy is outdated and needs revisions to align with the Town's existing bylaws and procedures.

DESIRED OUTCOMES:

The desired outcome is for Council to adopt the policy as presented.

COMMUNICATIONS:

The Town's website will be updated to include the adopted policy and ensure the public is aware of the updated policy (social media). Furthermore, internal stakeholders will be engaged to ensure effective and efficient communication with the public.

ALTERNATIVE ACTIONS/MOTIONS:

1. Council may choose to approve the recommended motion.
2. Council may defer this policy to a future Committee of the Whole meeting for further discussion.
3. Council may choose to rescind the policy.

ATTACHMENTS:

[Attachment I: Animal Trapping Neuter and Spay Policy No. 2603](#)
[Attachment II: Animal Trapping Neuter and Spay Policy No. 2601](#)
[Attachment III: Animal Trapping Neuter and Spay Policy Summary](#)

Mark Pretzlaff, Director of Community and Protective Services

Approved
- 24 Jan

Veronica Anderson, Legislative Services Officer

2024
Approved
- 26 Jan

Johnathan Strathee, Manager of Legislative Services

2024
Approved
- 31 Jan

Kevin Scoble, Chief Administrative Officer

2024
Approved
- 01 Feb
2024



TOWN POLICY

POLICY NUMBER: 2603

REFERENCE:

Resolution No.

ADOPTED BY:

Town Council

PREPARED BY: Municipal Enforcement

DATE: January 22, 2024

TITLE: Animal Trapping, Neuter and Spay Policy

POLICY STATEMENT

A policy of the Town of Strathmore to regulate the use of animal traps, for the identification and trapping of domestic (cats) and non-domestic (skunks) animals.

1.0 DEFINITIONS

- 1.1 "Council" means the Municipal Council of the Town of Strathmore.
- 1.2 "Domestic Animal" means an animal of a species of vertebrates or invertebrates that has been domesticated by humans so as to live and breed in tame conditions or depend upon humankind for survival and not classified as livestock.
- 1.3 "Municipality" means the Town of Strathmore.
- 1.4 "Non-Domestic Animal" means any wild animal, reptile, rodent or fowl which is not naturally tame or gentle, but is of a wild nature or disposition, and which, because of its size, vicious nature, or other characteristics would constitute a potential danger to human life or property.
- 1.5 "Peace Officer" means a police officer or member of a police service under the Police Act, R.S.A. 2000, c. P-17, or a Peace Officer appointed pursuant to the Peace Officer Act, S.A. 2006, c. P-3.5; or a person appointed as a Bylaw enforcement officer pursuant to the Municipal Government Act, R.S.A. 2000, c. M-26.
- 1.6 "Trap, Neuter and Release" means a feral cat that is trapped, neutered/spayed and then released back to where they were trapped.

2.0 RESPONSIBILITIES

- 2.1 Peace Officer
 - a. To review and approve the conditions of the Animal Traps.
 - b. To recommend changes and revisions to the Animal Trap Agreements and Animal Trapping, Neuter, and Spay Policy.
 - c. To ensure that all necessary maintenance is carried out on the Animal Traps.

2.2 Administrative Services

- a. To coordinate and oversee all procedures related to the Animal Trap Agreements.
- b. To recommend changes or amendments to the Animal Trap Agreements.
- c. To refund deposits if the trap is returned, undamaged, on the due date. See Agreement.
- d. To assess costs for the return of a damaged trap.
- e. To facilitate the signing of trapping agreements.

3.0 SERVICES PROVIDED

- 3.1 The Town of Strathmore will provide Animal Traps on a first come, first served basis to residents who make a formal application through the Town Office.
- 3.2 Any resident using Animal Traps shall be required to abide by all conditions as outlined in the Agreement.
- 3.3 The Town will provide traps for the period of May 10th through October 10th. At the sole discretion of Municipal Enforcement, trapping may be restricted at an earlier date depending on weather conditions.
- 3.4 All animals caught shall be brought to the Town Office and given directly to a Peace Officer to determine the identification of the animal and provide proper notification to the animal's owner. Animals are to only be dropped off at the Town Office during normal working hours.
- 3.5 The Town will only accept trapped animals that are brought to the Town Office:
 - a. if they are trapped within the Town of Strathmore limits; and
 - b. if the resident who delivers the animal to the Town Office puts the animal into a carrier supplied by the Town Office.
 - c. Town Office administration will not be required to handle the animal.
- 3.6 Any capture of "non-domestic" animals, excluding skunks should be immediately released from the trap. If the trapped animal poses a risk of injury or harm to a person or property it should be reported to the Town Office and or Municipal Enforcement so a Peace Officer may attend and assess the required actions.
- 3.7 The Town Office will provide skunk traps on a first come, first served basis to residents who make a formal application through the Town Office. Residents who trap a skunk will be responsible for the release of the skunk outside of the town limits and the return of the trap back to the Town Office as per the Trap Agreement.

4.0 DISPOSAL OF ANIMALS

- 4.1 If deemed necessary, the Peace Officer may deliver the animal to a local veterinary office to harbour the animal and await the appropriate time frame as set out in Bylaw No. 18-18.
- 4.2 After the appropriate waiting period as specified in the Responsible Animal Control Bylaw No. 18-18, Section 10, a Peace Officer will deliver the animal to a contracted

service provider or one of the local veterinary offices in Strathmore for adoption or euthanasia.

5.0 REPEAL

5.1 Animal Trapping, Neuter and Spay Policy No. 2601 is hereby repealed.

END OF POLICY

APPROVAL

Mayor

Director of Strategic, Administrative
and Financial Services



TOWN POLICY

POLICY NUMBER: 2601

REFERENCE:

Resolution No. 113.04.19

ADOPTED BY:

Town Council, April 3, 2019

PREPARED BY: Manager, Protective Services

DATE: February 24, 2019

TITLE: Animal Trapping, Neuter and Spay Policy

Page 1 of 6

1.0 POLICY STATEMENT

The Town of Strathmore will provide Animal Traps to residents of the Town of Strathmore for the capture of nuisance animals.

2.0 DEFINITIONS

2.1 **Enforcement Officer** means a person appointed by the Town to enforce the provisions of the Responsible Animal Control Bylaw No. 18-18 and includes a member of the Royal Canadian Mounted Police.

2.2 **Council** means the Town of Strathmore Council

2.3 **Municipality** means the Town of Strathmore.

2.4 **Non-Domestic Animal** means any wild animal, reptile, or fowl which is not naturally tame or gentle, but is of a wild nature or disposition, and which, because of its size, vicious nature, or other characteristics would constitute a danger to human life or property.

2.5 **Trap, Neuter and Release** means a feral cat that is trapped, neutered/spayed and then released back to where they were trapped. See end of policy for more information.

3.0 RESPONSIBILITIES

3.1 Enforcement Officer

3.1.1 To review and approve the conditions of the Animal Traps.

3.1.2. To recommend changes and revisions to the Animal Trap Agreement and Animal Trapping, Neuter and Spay Policy.

- 3.1.3. To ensure that all necessary maintenance is carried out on the Animal Traps.

3.2 Administrative Services

- 3.2.1 To coordinate and oversee all procedures related to the Animal Trap Agreement.
- 3.2.2 To recommend changes or amendments to the Animal Trap Agreement.
- 3.2.3 To refund deposits if the trap is returned, undamaged, on the due date. See Agreement.
- 3.2.4 To assess costs for return of a damaged trap

3.3 Residents of Strathmore

To comply with the conditions outlined in the Animal Trap Agreement.

4.0 SERVICE PROVIDED

- 4.1. The Town of Strathmore will provide Animal Traps on a first come, first served basis to residents who make a formal application through the Town Office.
- 4.2 Any resident using an Animal Traps shall be required to abide by all conditions as outlined in Agreement.
- 4.3 All animals caught will be brought to the Town Office (680 Westchester Road) to an Enforcement Officer to determine identification of the animal and proper notification to the Owner during normal working hours: 8:30 a.m. to 4:30 p.m., Monday to Friday, excluding Statutory Holidays.
- 4.4 The Town will accept trapped animals that are brought to the Town Office:
 - a) if they are picked up within the Town of Strathmore limits; and
 - b) if the resident who delivers the animal to the Town Office puts the animal into a carrier supplied by the Town Office. Town Office staff will not be required to handle the animal.
- 4.5 Any capture of “non-domestic” animals should be reported to the Town Office and the Enforcement Officer will attend to the trap at its present location for removal.

5.0 DISPOSAL OF ANIMALS

- 5.1 After the appropriate waiting period as specified in the Responsible Animal Control Bylaw No. 18-18, Section 7, the Enforcement Officer will deliver the animal to a contracted service provider or one of the local veterinary offices in Strathmore for adoption or euthanization.

5.2 If deemed necessary, the Enforcement Officer may deliver the animal to one of the local veterinary offices in Strathmore for them to harbour the animal and await the appropriate time frame as set out in Bylaw #18 -18.

6.0 END OF POLICY

Appendix I ANIMAL TRAP AGREEMENT

between the Town of Strathmore and

Name _____ Home Phone No. _____

Address _____ Work Phone No. _____

I agree to accept full responsibility for the Town of Strathmore Animal Trap, Number and other equipment which may be supplied. I am also responsible for the safety and well being of any animal caught in this trap.

I further agree:

1. To pay a refundable deposit of \$30.00 for the above trap. If I fail to return the trap on the date stated, the deposit of \$30.00 will be forfeited to the Town of Strathmore. If the trap becomes damaged, I will be assessed for costs of repairs.
2. To place the trap only on the property described above.
3. To set the trap in a shaded and/or sheltered area.
4. To check the trap regularly.
5. To take the trapped animal to the Town Office or a veterinary clinic if it appears to be sick or injured.
6. To care for the trapped animal in a humane manner.
7. Acknowledge that trapped animals may fall under the Trap/Neuter/Release program supported by Council.
8. An Enforcement Officer may enter my property to ensure the agreement is complied with.
9. To transport any trapped animal to the Town of Strathmore - 680 Westchester Road, between the hours of 8:30 a.m. and 4:30 p.m., as soon as possible and in any event within 72 hours of the animal being trapped.

**THE ANIMAL TRAP IS TO BE RETURNED NO LATER THAN _____ 20 _____. IN
SIGNING THIS AGREEMENT, I PROMISE TO ABIDE BY THE ABOVE TERMS.**

Signature _____

Date _____

Witness _____

Date _____

Deposit Made By: Cash _____ Cheque _____

ANIMAL SERVICES HOURS: MONDAY to FRIDAY - 8:30 A.M. to 4:30 P.M, PHONE: 934-3133

TRAP RETURNED

Date Trap Returned: _____ Deposit Received: _____
(Signature of Complainant)

Witness's Signature: _____

Distribution: _____ Complainant _____ with Deposit _____ Animal Services

Appendix II DEPOSIT FOR ANIMAL TRAPS

1. \$30.00 - Refundable if returned on specified date undamaged
2. Assessed costs of repairs if returned damaged on specified date

Background

That the Town of Strathmore Council supports Trap/Neuter and Release (TNR) and has invested in this program for the Town.

What is TNR you might ask?

- 1) Feral or wild cats that are living in town will be trapped, neutered/spayed and then released back where they were trapped.
- 2) All vaccinations and veterinary care will also be administered at that time.

Need

There are anywhere between 50 and 70 feral cats living within Strathmore and this is before any of them will have had kittens in the spring of 2018.

- 1) If any kittens are trapped at approximately 6 weeks of age, then Happy Cat will take these kittens and tame them and find them adopted homes.
- 2) Feeding stations are set up by town residents to help care for these cats. At least 5 feeding stations are already in use.

Outcome End

- 1) Over the next couple of years, the town will start to notice a decline in cats fighting and spraying. The colonies will still be there, but they will be fed and will now start to keep the vole population down and live happily within the community.
- 2) There will be fewer kittens born each year as the community, the Town and the Sanctuary will work together to keep an eye open for new feral cats that need TNR.
- 3) Feral cats will also no longer be a health concern to other pet owners.

Please see the Meow Foundation Website - they do TNR in Calgary.

<https://www.meowfoundation.com/resources/feral-cats/>

Policy Review – Animal Trapping, Neuter and Spay Policy

The Animal Trapping, Neuter and Spay policy has not been reviewed since its adoption in 2019. The revisions are necessary to bring the policy to reflect current practices and terminology. Below is a quick reference to the changes to the existing policy and proposed changes outlined in the chart that begins on the next page.

Summary of Changes:

- **Policy Statement**
- **Definitions section:** The table below illustrates the specific definitions that have been revised.
- **Responsibilities:** The table below illustrates the specific definitions that have been revised.
- **Services Provided:** Removes outdated information, the addition of specific dates when the policy is in effect, and updates to the capture of “non-domestic” animals.
- **Disposal of Animals:** Replace “Enforcement Officer” with “Peace Officer”, update the appropriate section in the Responsible Animal Control bylaw, and grammatical changes.

Bylaw Section	Proposed New Wording (or description of change)	Replaces (or Deletes)	Rationale for Changes
Policy Statement	A policy of the Town of Strathmore to regulate the use of animal traps, for the identification and trapping of domestic (cats) and non-domestic (skunks) animals.	A policy of the Town of Strathmore in the Province of Alberta to regulate the use of animal traps and the identification of domestic versus non-domestic animals.	Updated to provide greater clarity on policy.
Definitions: Council	Council means the Municipal Council of the Town of Strathmore.	Council means the Town of Strathmore Council	Consistent with other policies.
Definitions: Domestic Animal	Domestic Animal means an animal of a species of vertebrates or invertebrates that has been domesticated by humans so as to live and breed in tame conditions or depend upon humankind for survival and not classified as livestock.		Did not exist in previous policy.

Policy Review – Animal Trapping, Neuter and Spay Policy

Bylaw Section	Proposed New Wording (or description of change)	Replaces (or Deletes)	Rationale for Changes
Definitions: Non-Domestic Animal	Non-Domestic Animal means any wild animal, reptile, rodent or fowl which is not naturally tame or gentle, but is of a wild nature or disposition, and which, because of its size, vicious nature, or other characteristics would constitute a potential danger to human life or property.	Non-Domestic Animal means any wild animal, reptile, or fowl which is not naturally tame or gentle, but is of a wild nature or disposition, and which, because of its size, vicious nature, or other characteristics would constitute a danger to human life or property.	Updated verbiage.
Definitions: Peace Officer	Peace Officer means a police officer or member of a police service under the Police Act, R.S.A. 2000, c. P-17, or a Peace Officer appointed pursuant to the Peace Officer Act, S.A. 2006, c. P-3.5; or a person appointed as a Bylaw enforcement officer pursuant to the Municipal Government Act, R.S.A. 2000, c. M-26.	Enforcement Officer means a person appointed by the Town to enforce the provisions of the Responsible Animal Control Bylaw No. 18-18 and includes a member of the Royal Canadian Mounted Police.	Updated verbiage.
Definitions: Trap, Neuter and Release	“Trap, Neuter and Release” means a feral cat that is trapped, neutered/spayed and then released back to where they were trapped.	Trap, Neuter and Release means a feral cat that is trapped, neutered/spayed and then released back to where they were trapped. See end of policy for more information.	Updated verbiage.
Responsibilities: Section 2.1	Peace Officer	Enforcement Officer	

Policy Review – Animal Trapping, Neuter and Spay Policy

<p>Services Provided: Addition of Section 3.3, renumbering and grammatical changes</p>	<p>3.2 Any resident using Animal Traps shall be required to abide by all conditions as outlined in the Agreement.</p> <p>3.3 The Town will provide traps for the period of May 10th through October 10th. At the sole discretion of Municipal Enforcement, trapping may be restricted at an earlier date depending on weather conditions.</p> <p>3.4 All animals caught shall be brought to the Town Office and given directly to a Peace Officer to determine the identification of the animal and provide proper notification to the animal's owner. Animals are to only be dropped off at the Town Office during normal working hours.</p> <p>3.5 The Town will only accept trapped animals that are brought to the Town Office:</p> <ul style="list-style-type: none"> a. if they are trapped within the Town of Strathmore limits; and b. if the resident who delivers the animal to the Town Office puts the animal into a carrier supplied by the Town Office. c. Town Office administration will not be required to handle the animal. 	<p>4.2 Any resident using an Animal Traps shall be required to abide by all conditions as outlined in Agreement.</p> <p>4.3 All animals caught will be brought to the Town Office (680 Westchester Road) to an Enforcement Officer to determine identification of the animal and proper notification to the Owner during normal working hours: 8:30 a.m. to 4:30 p.m., Monday to Friday, excluding Statutory Holidays.</p> <p>4.4 The Town will accept trapped animals that are brought to the Town Office:</p> <ul style="list-style-type: none"> a) if they are picked up within the Town of Strathmore limits; and b) if the resident who delivers the animal to the Town Office puts the animal into a carrier supplied by the Town Office. Town Office staff will not be required to handle the animal. 	<p>Grammatical changes</p> <p>Provides specific dates to ensure animals who are trapped are not subjected to harsh weather conditions.</p> <p>Remove outdated information.</p> <p>Reflects current practice and addition of section 3.5.c</p>
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Policy Review – Animal Trapping, Neuter and Spay Policy

Bylaw Section	Proposed New Wording (or description of change)	Replaces (or Deletes)	Rationale for Changes
	<p>3.6 Any capture of "non-domestic" animals, excluding skunks should be immediately released from the trap. If the trapped animal poses a risk of injury or harm to a person or property it should be reported to the Town Office and or Municipal Enforcement so a Peace Officer may attend and assess the required actions.</p> <p>3.7 The Town Office will provide skunk traps on a first come, first served basis to residents who make a formal application through the Town Office. Residents who trap a skunk will be responsible for the release of the skunk outside of the town limits and the return of the trap back to the Town Office as per the Trap Agreement.</p>	<p>4.5 Any capture of "non-domestic" animals should be reported to the Town Office and the Enforcement Officer will attend to the trap at its present location for removal.</p>	<p>Reflects current practice.</p> <p>New addition</p>

Policy Review – Animal Trapping, Neuter and Spay Policy

Bylaw Section	Proposed New Wording (or description of change)	Replaces (or Deletes)	Rationale for Changes
Disposal of Animals: Updated information.	4.1 If deemed necessary, the Peace Officer may deliver the animal to a local veterinary to harbour the animal and await the appropriate time frame as set out in Bylaw #18-18.	5.1 If deemed necessary, the Enforcement Officer may deliver the animal to one of the local veterinary offices in Strathmore for them to harbour the animal and await the appropriate time frame as set out in Bylaw #18 -18.	Replace "Enforcement Officer" with "Peace Officer" and grammatical changes.
	4.2 After the appropriate waiting period as specified in the Responsible Animal Control Bylaw No. 18-18, Section 10, a Peace Officer will deliver the animal to a contracted service provider or one of the local veterinary offices in Strathmore for adoption or euthanasia.	5.2 After the appropriate waiting period as specified in the Responsible Animal Control Bylaw No. 18-18, Section 7, the Enforcement Officer will deliver the animal to a contracted service provider or one of the local veterinary offices in Strathmore for adoption or euthanization.	Replace "Enforcement Officer" with "Peace Officer" and update the appropriate section in the applicable bylaw.

**WHEATLAND HOUSING MANAGEMENT BODY
REGULAR MEETING
October 19, 2023**

Minutes of the Regular Meeting of the Wheatland Housing Management Body, held at the Wheatland Lodge, 76 2nd Street, Strathmore, Alberta on Thursday, October 19, 2023, at 7:00pm.

Board Members Present:

Hospice Society	G. Koester
Strathmore Lions Club	L. Voermans
Town of Strathmore	D. Peterson
Town of Strathmore	R. Wegener
Village of Hussar	L. Schultz
Village of Rockyford	L. Smith
Village of Standard	M. Gauthier
Wheatland County	R. Laursen
Wheatland County	S. Laprise

Attendees Present:

CAO	V. Cook
Finance & HR Coordinator	C. Hickey ~ Recording Secretary
Maintenance Supervisor	P. Neufeld
Resident Manager	C. Shworak
Social Housing Manager	R. Beveridge

Absent:

Member At Large	K. Clayton
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Board Chair, KOESTER, called the meeting to order at 7:00PM.

Additions to Agenda

G.2.d) Governance Review Action Plan

G.2.e) Special Meeting

G.2.f) Wheatland County Appointment of Board Member

**RESOLUTION 43-10-04
Agenda**

VOERMANS MOVED to approve the agenda; as amended.

- Carried.

Chrystal Hickey was the recording secretary; not Rita Beveridge

**RESOLUTION 43-10-05
Regular Meeting
Minutes**

PETERSON MOVED to approve the September 21, 2023 Regular Meeting Minutes; as amended.

- Carried.

Update motions to October dates – 43-10-01, 43-10-02, 43-10-03
Spelling error in motion 43-10-02 to correct (ASPP to AHPP)

**WHEATLAND HOUSING MANAGEMENT BODY
REGULAR MEETING
October 19, 2023**

**RESOLUTION 43-10-06
Special Meeting
Minutes**

WEGENER MOVED to approve the October 10, 2023 Special Meeting Minutes; as amended.

- Carried.

Financial Reports – Chrystal Hickey

**RESOLUTION 43-10-07
Social Housing
Financial Report**

LAPRISE MOVED to accept the Social Housing Financial Report as submitted.

- Carried.

**RESOLUTION 43-10-08
Lodge Financial
Report**

WEGENER MOVED to accept the Lodge Financial Report as submitted.

- Carried.

Maintenance Business / Report – Peter Neufeld

Old Business

New Business

Glenn, went to a meeting with Minister Nixon on the 16th in Calgary; asked about getting grants for large items such as roof

- Suggested to him to send quotes and information to Shahid before moving forward

**RESOLUTION 43-10-09
Social Housing & Lodge
Maintenance Report**

GAUTHIER MOVED to accept the Social Housing & Lodge Maintenance Report as submitted.

- Carried.

Social Housing Business / Report – Rita Beveridge

Old Business

New Business

**WHEATLAND HOUSING MANAGEMENT BODY
REGULAR MEETING
October 19, 2023**

**RESOLUTION 43-10-10
Social Housing Report**

- PETERSON MOVED** to accept the Social Housing Report as submitted.
- Carried.

Lodge Business

Old Business

New Business

Memorandum of Agreement CUPE Local 8

- Bargaining went well
- Contract provides good benefits, pension, and wages
 - A good balance of power and responsibility for staff members but also a responsibility to the organization

**RESOLUTION 43-10-11
CUPE Agreement**

LAPRISE MOVED that the Board provide approval to have the Chair sign the CUPE agreement as presented.

- Carried.

Board and Committee Meeting Procedure Policy Review

- Discussions on rescinding motions / reconsidering motions
- Add definition of quorum using the term "majority" for Board Meetings and Committee Meetings
- Appoint auditor at organizational meeting
 - Include in minutes who the auditor is at organizational meeting (in contract with)
- Members conduct at meetings
 - Covers what would have been included in the creation of a cell phone policy
- Meeting Minutes – CAO is "responsible for"; not "does" the meeting minutes
- Closed session – paragraph 3
 - Members must declare they are alone and not personally recording
 - No note taking permitted during closed sessions
- Minutes retained indefinitely
- Recording of meetings kept for a minimum of 5 years
- Discussions on reworking in other areas
- Bring back changes to next meeting for review and approval

Concern about TSI Governance Review Report

- Shannon Laprise brought forth concerns from the October 3 Wheatland County meeting regarding report
 - Can we request further changes to the review?
 - Has concerns about naming specific names and Wheatland County
 - Requests to reconsider report and remove names and Wheatland County references
- Discussions on request

**WHEATLAND HOUSING MANAGEMENT BODY
REGULAR MEETING
October 19, 2023**

- July 4th it was already brought out to the public by Wheatland County so the information was already made public
- All other council members have not brought out negative comments etc to the public
- It is WHMBs review done by a 3rd party – not Wheatland Countys review
- Doug Lagore would not have said anything inappropriate in a Governance Review; he has done many reviews for others
- Review has already gone to the Minister and can't be changed

**RESOLUTION 43-10-12
Governance Review
By TSI Changes**

LAPRISE MOVED to request that TSI amend the Governance Review Document to remove reference to specific councillors and councils.

- 1 In Favour
- 8 Opposed
- Motion Defeated.

Addition to Agenda – G.2.d)

Governance Review Action Plan

- Spreadsheet has been created to address all recommendations in the Governance Review.
 - Some have already been done or have begun
 - Will bring to each Board Meeting to review and take actions
- Vickey suggests, as per Governance Review recommendations, that the charges against Councillor Tom Ikert be dropped
 - It has been going on for too long and it is time to move forward and concentrate on the future
 - He has not been appointed to WHMB Board at Wheatland County's organizational
- Thank you to Vickey for taking the high road in this matter
- Thank you to Vickey and Chrystal for the great work on creating the Governance Review Action Plan

**RESOLUTION 43-10-13
Legal Action
Re: Councillor Tom Ikert**

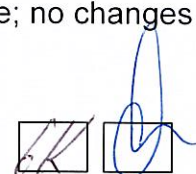
PETERSON MOVED that Wheatland Housing Management Body cease all legal action against Councillor Tom Ikert.

- 1 Opposed
- 8 In Favour
- Carried.

Addition to Agenda – G.2.e)

Special Meeting

- Glenn requests a Special Meeting be held on October 24, 2023 at 7:00pm
 - Set up at Town of Strathmore office – Vickey will request
- M3 to go over all that has been completed
- Derek Weiss can come and explain where we are in the process
 - Ask questions and clarifications – work is done; no changes
- Information may be able to come out of camera



**WHEATLAND HOUSING MANAGEMENT BODY
REGULAR MEETING
October 19, 2023**

**RESOLUTION 43-10-14
Special Meeting**

KOESTER MOVED to have a Special Meeting on October 24, 2023 at 7:00pm.

- Carried.

Addition to Agenda – G.2.f)

Wheatland County Appointment of Board Member

- Rick commented that at Wheatland County Organizational Meeting, him and Shannon volunteered to be on the WHMB Board
 - Glenn was unable to attend that meeting and there was confusion regarding if Glenn was interested on being a County representative on the WHMB Board. Rick wants to clarify if Glenn wanted to be on the WHMB Board as a County Member – or stay on as a Hospice Member
 - Glenn is strongly considering being a member as a County representative.
 - Shannon will let Brian Henderson (CAO of Wheatland County) know that Glenn is interested in representing Wheatland County on the WHMB Board.
 - Glenn will let him know as well

Committee Reports

Policy Review Committee

**RESOLUTION 43-10-15
Policy Committee
Meeting Minutes**

PETERSON MOVED to accept the Policy Committee Meeting Minutes.

- Carried.

Maintenance/Property Committee

**RESOLUTION 43-10-16
Maintenance Committee
Meeting Minutes**

GAUTHIER MOVED to accept the Maintenance Committee Meeting Minutes.

- Carried.

Personnel/Human Resources Committee

**RESOLUTION 43-10-17
Personnel Committee
Meeting Minutes**

WEGENER MOVED to accept the Personnel Committee Meeting Minutes.

- Carried.

Finance Committee – No Report

**WHEATLAND HOUSING MANAGEMENT BODY
REGULAR MEETING
October 19, 2023**

Building Committee

- Will be In Camera

Resident Managers Report – Christi Shworak

Discussion on residents leaving due to not paying rent

RESOLUTION 43-10-18

Resident Managers Report

SMITH MOVED to accept the Resident Managers Report as presented.

- Carried.

CAO Report – Vickey Cook

RESOLUTION 43-10-19

CAOs Report

VOERMANS MOVED to accept the CAO Report as presented.

- Carried.

Chair Report – Glenn Koester

- Meeting with M3 on October 17th
- Attended ASCHA Conference on October 3rd
- Building Committee meeting on October 12th
- Went to meeting with approximately 40 others from Southern Alberta with Minister Nixon on October 17th
- 3 points every month of information going on website
 - Currently on WHMBs website
- Looking into doing a public presentation
 - Possibly December 5th
- 2-way Confidentiality Agreement given to Glenn
 - Will bring in camera
- Schedule meeting with Personnel Committee regarding past due CAO wage review

RESOLUTION 43-10-20

Chair Report

KOESTER MOVED to accept the Board Chair Report as presented.

- Carried.

In Camera – Building Committee

RESOLUTION 43-10-21

In Camera

LAURSEN MOVED to go in-camera at 8:49PM.

- Carried.

RESOLUTION 43-10-22

Out of Camera

GAUTHIER MOVED to go out-of-camera at 9:43PM.

- Carried.

**WHEATLAND HOUSING MANAGEMENT BODY
REGULAR MEETING
October 19, 2023**

**RESOLUTION 43-10-23
CMHC Class B Budget**

SMITH MOVED to spend \$325,000, taken from Wheatland Housing Management Body's account, to take us to CMHC Class B Budget

- Carried.

Important Dates

Christmas Extravaganza ~ Bake & Craft Sale
November 25, 2023 ~ 2:00pm – 4:00pm

Resident Christmas Party
December 14, 2023

Next Meeting Date

November 16, 2023

Following Meeting Dates

December 21, 2023
January 18, 2024
February 15, 2024

**RESOLUTION 43-10-24
Adjournment**

LAURSEN MOVED the meeting adjourn at 9:44PM.



Chair



Recording Secretary

**WHEATLAND HOUSING MANAGEMENT BODY
SPECIAL MEETING
October 24, 2023**

Minutes of the Special Meeting of the Wheatland Housing Management Body, held via Zoom on Tuesday, October 24, 2023 at 7:00pm.

Board Members Present:

Hospice Society	G. Koester
Strathmore Lions Club	L. Voermans
Town of Strathmore	R. Wegener
Village of Hussar	L. Schultz
Village of Rockyford	L. Smith
Village of Standard	M. Gauthier
Wheatland County	R. Laursen
Wheatland County	S. Laprise
Member At Large	K. Clayton

Attendees Present:

CAO	V. Cook ~ <i>Recording Secretary</i>
M3 Development Mgmt.	D. Shields
Consultant	D. Weiss
M3 Development Mgmt.	B. Leach

Absent:

Town of Strathmore	D. Peterson
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Board Chair, KOESTER, called the meeting to order at 7:05PM.

David Shields spoke about the Project Summary

- AHPP Application
- Schematic Design
- Construction Cost
- Development Budget
- Next Step 2 NHCF Delivery
- Design Development

Application submitted October 16, 2023

Derek spoke about contents of application

- 16 documents over all were submitted

Successful, or unsuccessful, the budget will be approximately \$250,000 more to reach a Class B budget

- If unsuccessful, the GOA & AHPP will do another round in June 2024
 - WHMB can reapply at that time

Derek spoke about finance, inflation and road blocks

- Numbers very dynamic at this stage


Board discussed risks of halting project

RESOLUTION 43-10-25

Adjournment

KOESTER MOVED the meeting adjourn at 8:08PM.


Chair


Recording Secretary

**WHEATLAND HOUSING MANAGEMENT BODY
REGULAR MEETING
November 16, 2023**

Minutes of the Regular Meeting of the Wheatland Housing Management Body, held at the Wheatland Lodge, 76 2nd Street, Strathmore, Alberta on Thursday, November 16, 2023, following the Organizational Meeting.

Board Members Present:

Hospice Society	G. Koester
Strathmore Lions Club	L. Voermans
Town of Strathmore	D. Peterson
Town of Strathmore	R. Wegener
Village of Hussar	L. Schultz
Village of Rockyford	L. Smith
Village of Standard	M. Gauthier
Wheatland County	R. Laursen
Wheatland County	S. Laprise
Member At Large	K. Clayton

Attendees Present:

CAO	V. Cook
Finance & HR Coordinator	C. Hickey ~ Recording Secretary
Maintenance Supervisor	P. Neufeld
Resident Manager	C. Shworak
Social Housing Manager	R. Beveridge

Absent:

Board Chair, KOESTER, called the meeting to order at 7:23PM.

Additions to Agenda

G.2.d) Volunteer Policy – monetary amount

M3 Development Meeting Minutes in Agenda

- Peterson concerned about these minutes being in the agenda – a public document
- Could be detrimental to Board and those working on it

**RESOLUTION 43-11-01
M3 Meeting Minutes**

PETERSON MOVED to withdraw Attachments 11 & 12 (M3 Developments meeting minutes) from agenda and move to In-Camera session.

- Carried.

**RESOLUTION 43-11-02
Agenda**

WEGENER MOVED to approve the agenda; as amended.

- Carried.

**RESOLUTION 43-11-03
Regular Meeting
Minutes**

LAPRISE MOVED to approve the October 19, 2023 Regular Meeting Minutes.

- Carried.

**WHEATLAND HOUSING MANAGEMENT BODY
REGULAR MEETING
November 16, 2023**

**RESOLUTION 43-11-04
Special Meeting
Minutes**

SCHULTZ MOVED to approve the October 24, 2023 Special Meeting Minutes.

- Carried.

Board Resolution Actions

- Glenn contacted lawyer regarding Councillor Ikert legal issue
 - Has asked them to file away for now
- Waiting on CUPE to send finalized agreement to sign

**RESOLUTION 43-11-05
Board Resolution
Actions**

LAPRISE MOVED to approve the Board Resolution Actions as information.

- Carried.

Financial Reports – Chrystal Hickey

**RESOLUTION 43-11-06
Social Housing
Financial Report**

PETERSON MOVED to accept the Social Housing Financial Report as submitted.

- Carried.

**RESOLUTION 43-11-07
Lodge Financial
Report**

LAPRISE MOVED to accept the Lodge Financial Report as submitted.

- Carried.

Maintenance Business / Report – Peter Neufeld

Old Business

New Business

**RESOLUTION 43-11-08
Social Housing
Maintenance Report**

GAUTHIER MOVED to accept the Social Housing Maintenance Report as submitted.

- Carried.

**WHEATLAND HOUSING MANAGEMENT BODY
REGULAR MEETING
November 16, 2023**

Wheatland Lodge Roof Report

- Sent via email on November 7, 2023 to all board members to review
- Roof says 1 – 5 years ~ can it be done in stages?
 - Hoping to have it done in 2024 to prevent damages and extra costs
 - Not recommended to do in stages over a few years
 - Will have to tender each time and could get different contractors
 - Shingles could all not match
 - Residents would be going through construction nuisances for 3 summers
- Some preventative items have been completed for the meantime such as cleaning eaves, calking, tree trimming
- Follow up on shingle warranty for current shingles
- Vickey will send to Shahid to see if there is a full grant or partial grant available
- Baxter Roofing did roof quote for current rates
 - If we move forward with them they can put out to tender, WHMB can choose who to send to, WHMB can choose final contractor and Baxter Roofing will manage job – all for a fee
- Should address in January with hopes it can begin in Spring

RESOLUTION 43-11-09

Roof Report / Tendering

GAUTHIER MOVED to tender roof job in full through Baxter Roofing.

- Carried.

RESOLUTION 43-11-10

**Lodge Maintenance
Report**

PETERSON MOVED to accept the Lodge Maintenance Report as submitted.

- Carried.

Social Housing Business / Report – Rita Beveridge

Old Business

New Business

RESOLUTION 43-11-11

Social Housing Report

SMITH MOVED to accept the Social Housing Report as submitted.

- Carried.

Lodge Business

Old Business

New Business

**WHEATLAND HOUSING MANAGEMENT BODY
REGULAR MEETING
November 16, 2023**

Board of Directors Policies – Discussions

- Sent via email on November 1, 2023 to all board members to review
- Have been working on revising and updating the new policies
- Upon completion, all board members will get a new manual

**RESOLUTION 43-11-12
Revised Board Policies**

- LAPRISE MOVED** to accept the revised Board Policies as presented.
- Carried.

**RESOLUTION 43-11-13
Rescind Board Policies**

- LAPRISE MOVED** to rescind previous Board Policies.
- Carried.

WHMB Staff Christmas Gift – same as last year

- \$100 per employee (40)
- Recognition Awards – per policy
 - 1 x 5year - \$50
 - 1 x 10year - \$100
 - 2 x 15year - \$150/ea

**RESOLUTION 43-11-14
WHMB Staff
Christmas Gift**

- WEGENER MOVED** to approve staff gift as per last year.
- Carried.

Post Audited Financial Statement on Website

- As per action items in Governance Review

**RESOLUTION 43-11-15
Financials on Website**

- LAURSEN MOVED** to post the audited financial statements on the WHMB website.
- Carried

Volunteer Policy

- Vickey requests to add monetary amounts to policy
 - Add meal allowance of \$20
 - Add admissions to events to be covered by WHMB

**RESOLUTION 43-11-16
Volunteer Policy Updated**

- SMITH MOVED** to add monetary amounts to the Volunteer Policy as discussed.
- Carried

**WHEATLAND HOUSING MANAGEMENT BODY
REGULAR MEETING
November 16, 2023**

Committee Reports

Policy Review Committee – No Report

Maintenance/Property Committee– No Report

Personnel/Human Resources Committee

**RESOLUTION 43-11-17
Personnel Committee
Meeting Minutes**

PETERSON MOVED to accept the September 27, 2023, Personnel Committee Meeting Minutes.

- Carried.

Finance Committee – No Report

Building Committee

- Moved to In Camera

Action Plan

WHMB Board Governance Review Action Plan

- Beginning to fill in action items as completed
- Suggestion to bring a task to each meeting to have completed prior to following meeting
 - Develop a Communication Strategy to be completed by Board Members for next meeting
- Task regarding Councillor Tom Ikert apologizing to staff appears to not ever happen
 - Do we leave on task list? Or remove?
 - Vickey will ask Doug Lagore regarding his suggestion
- Should an assistant to the CAO be hired?
 - Vickey would like the task left with her for now
 - Is going to review Employee Job Descriptions
 - Everything could change come January should building application be accepted

Notice of Motion – for January 2024 Board Meeting

- That WHMB undertake consideration of adopting a Consent Agenda for their regular board meetings
- Discussions on what is a Consent Agenda
 - Areas of consideration on a Consent Agenda

**RESOLUTION 43-11-18
Action Plan**

WEGENER MOVED to accept the Action Plan as information.

- Carried.

**WHEATLAND HOUSING MANAGEMENT BODY
REGULAR MEETING
November 16, 2023**

Resident Managers Report – Christi Shworak

RESOLUTION 43-11-19
Resident Managers Report

SMITH MOVED to accept the Resident Managers Report as presented.

- Carried.

CAO Report – Vickey Cook

RESOLUTION 43-11-20
CAOs Report

SMITH MOVED to accept the CAO Report as presented.

- Carried.

Chair Report – Glenn Koester

Wheatland County is advertising for a Member At Large (County Representative)

- Not a WHMB Member At Large
- Glenn will apply
- Denise would like County representatives to bring Board declaration and competency framework to Wheatland County to assist in picking a representative that best meets the needs of WHMB and their goals/values

RESOLUTION 43-11-21
Chair Report

KOESTER MOVED to accept the Board Chair Report as presented.

- Carried.

Important Dates

Christmas Extravaganza ~ Bake & Craft Sale
November 25, 2023 ~ 2:00pm – 4:00pm

Resident Christmas Party
December 14, 2023

Next Meeting Date

December 21, 2023 – at Call of Chair

Following Meeting Dates

January 18, 2024
February 15, 2024
March 21, 2024

RESOLUTION 43-11-22
Upcoming Dates

VOERMANS MOVED to accept the upcoming dates as information.

- Carried.

**WHEATLAND HOUSING MANAGEMENT BODY
REGULAR MEETING
November 16, 2023**

In Camera – Labour

**RESOLUTION 43-11-23
In Camera**

PETERSON MOVED to go in-camera at 8:33PM.

- Carried.

**RESOLUTION 43-11-24
Out of Camera**

SMITH MOVED to go out-of-camera at 9:18PM.

- Carried.

**RESOLUTION 43-11-25
CAO Salary Increase**

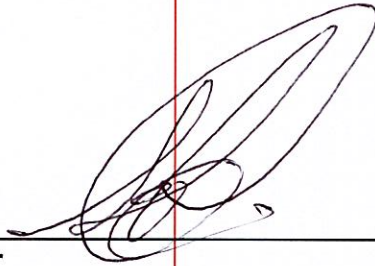
PETERSON MOVED that WHMB increase the CAO salary to the following;

- July 6, 2022, to July 5, 2023 – 7.5% increase
- July 6, 2023 to July 5, 2024 – 7.5% increase
- Carried Unanimously.

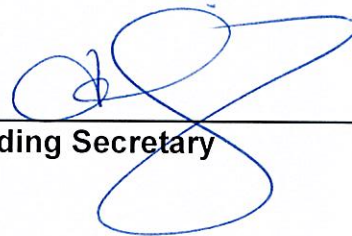
**RESOLUTION 43-11-26
Adjournment**

SMITH MOVED the meeting adjourn at 9:25PM.

Chair



Recording Secretary



CONFIRMED MINUTES

Regular Meeting of the Town of Strathmore Library Board

Tuesday, November 21, 2023

7:00 p.m.

Strathmore Municipal Library Program Room

PRESENT

Trustee Ann Horn, Chair
Trustee Melissa Langmaid, Vice Chair
Trustee Caleigh Haworth, Secretary
Trustee Sunday Adeola
Trustee Ruth McCluskey
Trustee Marie Mortreuil
Trustee Lindsay Walker
Trustee Taura Fox Walker
Trustee Robyn Weinkauff
Director Rachel Dick Hughes
Gary Jensen

CALL TO ORDER

Trustee Horn called today's meeting to order at 7:02 p.m.

1. OPENING REMARKS


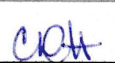
Welcome New Board Members – Robyn Weinkauff and Lindsay Walker

2. CONFIRMATION OF AGENDA

Moved by Trustee Langmaid

To approve the agenda as amended for the November 21, 2023, Town of Strathmore Library Board Regular Meeting.

MOTION CARRIED

	
Chair	Secretary

3. CONFIRMATION OF MINUTES OF OCTOBER 17, 2023

Moved by Trustee McCluskey

To approve the minutes of the October 17, 2023, Town of Strathmore Library Board Regular Meeting.

MOTION CARRIED

4. REPORTS FROM OFFICERS AND ADMINISTRATION

4.1 Director's Report

4.2 Policy & Governance Committee Update

5. APPROVAL OF AMENDMENTS TO CONTRACT WITH TOWN OF STRATHMORE

Moved by Trustee Haworth

To approve the amendments to the Contract for Services between the Town of Strathmore Library Board and the Town of Strathmore to cover the contents of the library under the Town's insurance policy which will be billed annually to the library. And that a full audit is to be held every four years with Notice to Reader statements provided in the intervening years.

MOTION CARRIED

6. APPROVAL OF CHRISTMAS BONUSES FOR STAFF

Moved by Trustee McCluskey

To approve the Christmas Bonuses as budgeted in the 2023 Budget; \$100 for the Director and full-time staff, and \$75 for part-time staff, for a total of \$1125. And a one-time (for performance going above and beyond the duties of the job) SAIL Bonus of \$250 for the SAIL staff to come out of the SAIL Budget.

MOTION CARRIED

7. BUDGET UPDATE

8. QUESTIONS OR CONCERNS

9. ADJOURNMENT

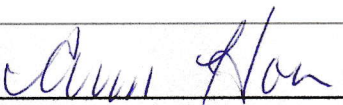
Moved by Trustee Langmaid

To adjourn the meeting at 8:40 p.m.


MOTION CARRIED

NEXT MEETING

January 16, 2024



Ann Horn
Chair



Caleigh Haworth
Secretary



NOTICE OF MOTION

Date: January 11, 2024

Meeting Date: February 7, 2024

SUBMITTED BY: Councillor Brent Wiley

SUBJECT: Cemetery Bylaw Amendments

WHEREAS the Town of Strathmore is the owner of the Cemetery situated at Plan 9612032, Block C;

AND WHEREAS Council deems it necessary and expedient to have certain regulations pertaining to the management and administration of the Cemetery;

AND WHEREAS Council previously considered Cemetery Bylaw No. 23-31 at the November 1, 2023 Regular Council Meeting;

AND WHEREAS the Cemetery Bylaw No. 23-31 Request for Decision (RFD) included proposed amendments to the Bylaw in Attachment II;

AND WHEREAS Council has deferred further discussion of the Cemetery Bylaw to the May 8, 2024 Committee of the Whole Meeting;

Notice is hereby given that the following motion will be brought forward for consideration at the February 21, 2024 Regular Council Meeting:

THAT Council direct Administration to prepare a bylaw with the following amendments to Bylaw No. 23-31 as presented in Attachment II of the November 1, 2023 Cemetery Bylaw No. 23-31 Request for Decision as amended:

- That section 8.3(a) be amended to state:
"Monuments sitting on a full-size burial plot are recommended to not exceed a maximum height of three feet (3') including base, maximum depth of one foot (1') including base, and a maximum width of two and a half feet (2.5') not including the base. The Cemetery Coordinator, at their discretion, can prevent monuments considered to be too large for: safety reasons; deemed to impede other plots; or prevent landscaping and maintenance. Where there is a ribbon or base present, all monuments will be placed upon the base or the ribbon."

- That section 8.4(a) be amended to state:
"Flat grave markers must be flush with the ground and not impede other plots or landscaping and maintenance."
- That section 13.1 be amended to state:
"The public may visit the cemetery at any time that Strathmore's regular parks are open."
- That section 13.8 be deleted in its entirety.
- That section 13.9 be deleted in its entirety.
- That the following be added to section 13 of the bylaw:
"Grave decorations such as, but not limited to, statues, crosses, plaques, benches, and vases must be made of granite, marble, metal craft or another equally durable material. Items made of glass, ceramic, china, or other easily breakable material will be removed immediately and placed in storage. The town will make reasonable efforts to provide written notice to the authorized representative of any disrepair of the grave decorations. The authorized representative will be provided 30 days to contact the Town with a repair or replacement plan. If no contact is made, the Town will hold it for an additional 90 days. If no contact is made at the expiry of 90 days of the removal, the Town will dispose of the grave decoration."
- That section 13.12 be amended to state:
"Seasonal decorations shall be allowed to be placed one (1) week prior to a holiday but cannot impede maintenance or be a safety hazard. Seasonal decorations that are still in place one (1) week from the conclusion of the holiday will be removed and disposed of without notice."
- That section 13.13 be deleted in its entirety.
- That section 13.14 be amended to remove the word "benches".
- That section 13.20 be deleted in its entirety.
- That section 13.22 be amended to state:
"No person shall cultivate any plot without the consent of the Cemetery Coordinator."
- That section 13.26 be amended to state:
"Any memorial tribute or grave decoration considered offensive will be brought to council for the possibility of removal."
- That Schedule 'A' – Penalties section 13 be amended to remove the word "benches" from the item on erecting or constructing; and the word "care" from the item on cultivating.

AND THAT Council direct Administration to develop a permitting process for residents who want to apply for decorations under the condition that they maintain the plot and bring the proposed permit process and revised Cemetery Bylaw to the April 10, 2024 Committee of the Whole Meeting for Council's consideration.



Request for Decision

To: Council

Staff Contact: Donna McCallum, Operations Manager

Date Prepared: October 12, 2023

Meeting Date: November 1, 2023

SUBJECT: Cemetery Bylaw No. 23-31

RECOMMENDATION:

THAT Council give third and final reading to Bylaw 23-31, being the Cemetery Bylaw.

STRATEGIC PRIORITIES:



Affordable
Housing



Climate
Resiliency



Community
Development



Community
Wellness



Economic
Development



Financial
Sustainability

HOW THE STRATEGIC PRIORITIES ARE MET:

Community Wellness

Updating the Cemetery Bylaw will enable Administration to provide an improved, focused and efficient valuable service that supports a respectful proficient experience.

Financial Sustainability

Updating the Cemetery Bylaw will enable Administration to maintain our existing asset and continue to plan and manage long term growth.

SUSTAINABILITY

ECONOMIC SUSTAINABILITY:

N/A

SOCIAL SUSTAINABILITY:

The Cemetery has a historical connection to the community and holds a deep significance for those who have a loved one in the Cemetery.

ENVIRONMENTAL SUSTAINABILITY:

N/A

IMPLICATIONS OF RECOMMENDATION:

GENERAL:

The Cemetery Bylaw will create efficiencies in regards to maintenance, as it regulates what can be left on a grave plot and where it can be left. Administration understands that cemetery is a difficult subject for many. For this reason, if the bylaw is passed, Administration will work with stakeholders and give them a notice period of one year to ensure that grave plots are in alignment with the bylaw.

If additional support is requested by those who are struggling with the changes, our FCSS team will be ready to assist.

ORGANIZATIONAL:

The updated Cemetery Bylaw will clarify how the cemetery will be maintained, while also ensuring that the operation of the cemetery is financially sustainable. Furthermore, the updates and the enforcement of historical sections of the bylaw will allow operations to effectively maintain the cemetery and minimize safety hazards for staff and the public (e.g. tripping hazards, broken glass, etc.).

OPERATIONAL:

Maintenance of the cemetery is currently challenging as many of the grave sites have solar lights. These solar light can not only encroach on neighbouring plots, but also force staff to either remove them for regular maintenance or mow around the items. This slows down regular maintenance.

FINANCIAL:

This bylaw is an important step towards implementing a cost recovery model. Currently, the operation and maintenance of the cemetery is subsidized by Town of Strathmore taxpayers.

POLICY:

The Town of Strathmore cemetery is governed by:

- Cemeteries Act,
- Cemetery Bylaw, and
- Cemetery Master Plan

IMPLEMENTATION:

Should Council approve the bylaw, staff will work with internal and external to ensure that the cemetery is administered in alignment with the bylaw. Furthermore, clean up of the cemetery will be scheduled during the spring of 2025.

BACKGROUND:

Administration has been working with internal and external stakeholders for the purpose of developing a new cemetery bylaw that will provide clarity to residents and ensure effective maintenance and administration of the Strathmore cemetery.

Council previously reviewed this bylaw at the October 11, 2023 Committee of the Whole meeting. During the October 18, 2023 Regular Council Meeting, Council gave first and second reading to the bylaw with amendments.

Resolution No. 262.10.23

Moved by Councillor Langmaid

THAT Council give second reading to Bylaw No. 23-31, being the Cemetery Bylaw as amended:

- *To delete section 6.2(c) “a completed contract for burial;”*
 - *To add the following to section 11 (Sale of Plots) of the bylaw as item 5:
“5. The Town shall have the right to refuse to sell the use of more than four(4) single plots or niches to any one individual or estate;” and*
 - *To add the following to section 11 (Sale of Plots) of the bylaw as item 6:
“6. The right to use any vacant space may be transferred, upon approval from the Cemetery Coordinator, provided that:*
 - a. The Authorized Representative signifies, in writing to the Town to transfer their rights to another person;*
 - b. The Town provided with the full particulars of the name, address, or other description of the person to whom such transfer is desired to be made; and*
 - c. After the transfer is implemented, any interment made in the plot shall be subject to interment fees as set in the fees bylaw.”*
 - *To remove the second reference to “curb” in section 13.12 in the Cemetery Bylaw No. 23.31.*
 - *To amend section 8.7 regarding disrepair of markers and monuments to be changed from holding it for one additional month to holding removed items for 3 additional months.*
-

KEY ISSUE(S)/CONCEPT(S):

There are challenges to administering all the activities required to manage the Cemetery as the current bylaw is not clear and has loopholes, which have made meeting expectations and conducting operations challenging.

DESIRED OUTCOMES:

Administration would like a bylaw that is clear and concise not only for Administration but for also for any organization doing work in the Cemetery as well as clients wanting to use the Cemetery.

COMMUNICATIONS:

Administration has a comprehensive, collaborative communication plan. Administration will utilize a variety of tools (letters, phone calls, brochures, A-frame signs, etc.) to ensure that stakeholders are aware of changes to the administration of the bylaw.

ALTERNATIVE ACTIONS/MOTIONS:

1. Council can adopt the recommended motion.
2. Council can defeat the recommended motion.
3. Council may provide further direction regarding the bylaw.

ATTACHMENTS:

[Attachment I: Cemetery Bylaw No. 23-31 \(Oct. 18 amendments\)](#)

[Attachment II: Cemetery Bylaw \(New proposed amendments\)](#)

Donna McCallum, Operations Manager

Approved
- 27 Oct
2023

Kevin Scoble, Chief Administrative Officer

Approved
- 27 Oct
2023

BYLAW NO. 23-31
TOWN OF STRATHMORE
IN THE PROVINCE OF ALBERTA

A BYLAW WITH RESPECT TO MANAGEMENT AND ADMINISTRATION OF THE STRATHMORE CEMETERY.

WHEREAS the Town of Strathmore is the owner of the Cemetery situated at Plan 9612032, Block C;

AND WHEREAS Council deems it necessary and expedient to have certain regulations pertaining to the management and administration of the Cemetery;

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

1. SHORT TITLE

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

2. PURPOSE

2.1 The purpose of this bylaw is to establish the management and administration of the Strathmore Cemetery.

3. DEFINITIONS

3.1. In this Bylaw:

- a) "Adult" means any person seven years of age or over;
- b) "Authorized representative" means the plot owner, or in the event the plot owner is deceased, the person that has the right to control interment rights for a purchased plot, in the order of priority as outlined within section 11(2) of the *Cemeteries Act* General Regulation;
- c) "Base" means a foundation or footing of concrete to support a monument;
- d) "Burial permit" means a burial permit issued under the *Vital Statistics Act*, Alberta;

-
- e) "Burial plot" means an interment space in ground measuring four feet (4') by 10 feet (10') in size as identified on a plan of the Cemetery and shown on record in the office of the Cemetery Coordinator;
 - f) "Business days" means Monday to Friday 8:30 a.m. to 4:30 p.m. excluding weekends and holidays.
 - g) "Cemetery" means the land that is set apart or used as a place for the burial of dead human bodies or cremated human remains or in which dead human bodies or other human remains are buried and that is managed by the Town of Strathmore;
 - h) "Cemetery Coordinator" means the person(s) employed by the Town of Strathmore who is designated to administer and oversee the Strathmore Cemetery affairs;
 - i) "Child" means a person from two years of age to six years of age inclusive;
 - j) "Cremation plot" means a single burial plot measuring two feet (2') by three feet (3') in size for the purpose of the burial of cremated human remains;
 - k) "Columbarium" means a structure containing niches that is designed for storing the ashes of dead human bodies that have been cremated;
 - l) "Disinterment" means the authorized removal of dead human remains or cremated human remains from a burial plot, double depth plot, cremation plot or niche;
 - m) "Double depth plot" means those burial plots designated and constructed to a depth which will accommodate two bodies in separate caskets at the same or different times in such a manner that one casket is placed above the other;
 - n) "Field of Honour" means an area of the Cemetery set aside and reserved for the interment of veterans;
 - o) "Flat grave marker" means a memorial constructed of bronze, marble or granite or other approved material for memorial purposes placed at the head of a burial plot set level into the

ground;

- p) "Grave decoration" means anything that is placed on a plot or columbarium for memorial purposes;
- q) "Grave subsidence" means sinking of a grave;
- r) "Holiday" means all general and statutory holidays identified by the Town of Strathmore, the Province of Alberta and/or the Country of Canada;
- s) "Infant" means a person from the day of birth up to one year of age inclusive;
- t) "Interment" means the burial or placement of dead human remains, or cremated human remains, in a plot;
- u) "Interment right" means the right to require or direct interment or disinterment of human remains or cremated remains in a burial plot, double depth plot, cremation plot or niche;
- v) "Monument" means a structure of granite, marble, or stone which projects above the level of the surrounding ground, to a maximum height of three feet (3') and a maximum width of two and a half feet (2'.5") and one foot deep (1')
- w) "Niche" means a compartment within a columbarium designed for storing the ashes of human remains that have been cremated;
- x) "Plot" means a burial plot, double depth plot, cremation plot, or niche ~~or grave plot~~ as defined in this bylaw;
- y) "Ribbon" means a continuous strip of concrete used for the placement of monuments;
- z) "Resident" shall mean a person; 1. Who resides within the service area a) at the time of their demise or b) at the time they make an application to purchase a plot/niche. Or who owns a property within the service area or is the current spouse or dependant child of a person who owns a property in the service area a) at the time of their demise or b) at the time they make an application to purchase a plot/niche. Or who previously resided or owned property within

the service area for a period of not less than fifteen (15) consecutive years. A person meeting this criterion may apply to purchase a plot/niche at the resident rate set in the fees bylaw, provided a properly executed affidavit of residency is submitted at the time of purchase.

- aa) "Rights certificate" means a document issued by the Town either prior to or upon the passing of this Bylaw, that conveys the right to use a plot upon payment by the purchaser. Ownership of any space remains with the Town of Strathmore. Formerly known as "Deed";
- bb) "Service area" means the Town of Strathmore or Wheatland County;
- cc) "Town" means the Municipal Corporation of the Town of Strathmore;
- dd) "Urn" means a container used for storing cremated human remains;
- ee) "Vehicle" means a device in, on or by which a person or thing may be transported or drawn on a highway and includes a combination of vehicles but does not include a mobility aid; and
- ff) "Veteran" has the same meaning given to it in the *War Veterans Allowance Act* (Canada) and the regulations under that Act.

4. RULES OF INTERPRETATION

1. The headings in this Bylaw are for guidance purposes and convenience only.
2. Every provision in this Bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalid for any reason by a court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.
3. In this Bylaw, a citation of or reference to any act or regulation of the Province of Alberta or of Canada, or of any other bylaw of the Town, is a citation of or reference to that act, regulation, or bylaw as amended, whether amended before or after the commencement of the act, regulation or bylaw in which the citation or reference occurs.
4. Nothing in this Bylaw relieves a person from complying with any provision of any provincial or federal legislation or regulation, other bylaw or any requirement of

any lawful permit, order or licence.

5. ADMINISTRATION

1. The Cemetery Coordinator(s) shall have control over all matters concerning the organization, operation, and management of the Cemetery, including:
 - a) preparing and maintaining all records and files necessary for the proper administration, operation and management of the Cemetery;
 - b) overseeing the general maintenance of the Cemetery;
 - c) reviewing, issuing and administering contracts, applications, permits and other documents relating to the Cemetery;
 - d) authorizing an interment or disinterment;
 - e) coordinating, supervising and directing the work of all employees, contractors, and suppliers relating to the Cemetery;
 - f) dividing the Cemetery into blocks or sections, including imposing restrictions on the types and forms of memorials or other markers; and
 - g) with the approval of the Town Chief Administrative Officer, establishing from time to time such further policies, procedures and regulations respecting the Cemetery as is deemed necessary to ensure the safe and proper management of the Cemetery in accordance with this Bylaw.
2. The Town has the sole management of the affairs of the Cemetery and the Council may amend this bylaw from time to time.
3. The Town may, by agreement with a society, church or other organization reserve a section of the cemetery to be used exclusively for the interment of deceased members of the society, church or other organization.
4. The Cemetery Coordinator(s) or his/her designate shall have charge and be responsible for the care and maintenance of the Cemetery, according to the provisions of this bylaw and in accordance with the *Cemeteries Act* (Alberta) and the Regulations under that Act.
5. The Cemetery Coordinator, or designate, shall be responsible for the selling of plots in the Cemetery, keeping and making of all records required by law

and as ordered by Council.

6. The Town shall keep available for public inspection during regular office hours, a copy of the Cemetery Plan which shall show the area for interment-
purposes subdivided into section, block and plots.
7. The Cemetery Coordinator shall issue a rights certificate to each purchaser of a plot and will be responsible to collect all fees as set in the Town Fees Bylaw pertaining to the sale, transfer, opening and closing of each plot.
8. A rights certificate, and the rights granted thereunder, shall not be sold, transferred, or disposed of in any way by any person without the written consent of the Cemetery Coordinator.
9. In the case of dispute of ownership, controlling rights shall be recognized in accordance with the *Cemeteries Act* (Alberta) General Regulation. The burden of proof is on the person asserting the rights, not the Town of Strathmore.
10. All persons employed in the construction and erecting of, monuments, bases, columbarium's, niche covers or doing other work in the Cemetery, whether employed by the Town or not, shall be subject to the policies and procedures put in place by the Town respecting work within the Cemetery.
11. If the Town for any reason deems a previously purchased plot unusable, the Town will supply a similar plot at no additional cost to the rights holder and the original plot shall revert to the Town.
12. The Cemetery Coordinator shall ensure that a plot of the Cemetery is made available for the burial of indigent persons as required by the *Cemeteries Act* (Alberta) and the regulations under that Act.
13. Authorized representatives shall keep their records up to date with the Town.

6. INTERMENT

1. Only dead human remains, or cremated human remains shall be interred in the Cemetery.
2. An application for interment shall include:
 - a) the name, age, date of birth, and date of death of the deceased

person;

- b) a copy of the burial permit;
 - c) the time and date of the funeral;
 - d) the location of the plot or niche where the person is to be interred;
 - e) the name and mailing address of the authorized representative;
 - f) payment of all applicable fees and charges as set out in the Fees Bylaw;
 - g) all other information the Cemetery Coordinator deems necessary or appropriate.
3. No person shall apply to be interred in any plot unless the person is the registered rights holder of the plot, has received written consent from the rights holder or is the agent of the rights holder, or unless where the plot is held by two or more persons, the surviving person or persons consent thereto in writing.
4. All applications for an interment must be made a minimum of seventy-two (72) hours before the time of interment, unless approved by the Cemetery Coordinator. This notice does not include weekends and holidays.
5. No interments or disinterment shall take place on a Sunday or holiday, unless the interment is necessary to comply with the *Public Health Act governing communicable diseases* or other special circumstances, which, in the Town, warrants departure from this Act.
6. A maximum of two (2) casket burials per plot shall be allowed in a single burial plot providing the first burial is of sufficient depth to allow for a second burial.
7. Maximum of one (1) cremation burial per plot shall be allowed in each cremation plot in the cremation section.
8. A maximum of six (6) cremation urns shall be allowed in a single burial plot in addition to one (1) casket.
9. A maximum of two (2) cremation urns shall be allowed in a single niche.

10. The Funeral Director or other person officiating at the interment shall be responsible for the supply and operation of lowering devices and the supply and placement of mats, wreaths, flowers, etc., around the plot.
11. The Town shall not be responsible for the condition of cremated human remains or the container of the cremated human remains if a permanent outer box was not used at the time of interment.
12. Plots may only be opened for interments by persons employed by the Town and under the direction of the Town and no person or persons not in the employment or direction of the Town shall open any plot for the purpose of interring or disinterring a body.
13. Scattering of cremated remains is not permitted in the Cemetery.
14. In the case of an interment of an infant or child, the opening and closing fee will be that of a child as set in the fees bylaw.

7. DISINTERMENT

1. Disinterment must be authorized by the owner of the rights certificate or the authorized representative. Approval must be provided in writing to the Town of Strathmore.
2. No human remains or cremains shall be disinterred from the Cemetery unless the Cemetery Coordinator has received:
 - a) a written request for disinterment from the authorized representative;
 - b) payment of all applicable fees and charges as set out in the Fees Bylaw;
 - c) in the case of human remains, a disinterment permit issued in accordance with section 42 of the *Vital Statistics Act* (Alberta).
3. The authorized representative requesting a disinterment shall give complete and precise written instructions. The Town shall not be liable or responsible for any errors or omissions in relation to a disinterment when the instructions provided to the Town were incomplete, incorrect or lacked specificity.
4. No person other than the Cemetery Coordinator(s) or designate(s) shall open a plot or niche or make a disinterment in the Cemetery.
5. No casket, urn or container may be opened without a Court Order or the

written consent of the authorized representative.

6. The Town is not responsible for damage to any casket, urn or container sustained during disinterment.
7. The authorized representative shall be responsible for all costs associated with disinterment.
8. Upon approval, disinterment/reinterment of caskets will be the responsibility of the customer to select a funeral home of their choice for this service. The funeral home will be responsible for bringing the casket to the surface.
9. The Town of Strathmore will be responsible for digging to the depth of the concrete liner, vault, casket, or urn.
10. If there is no concrete liner, casket, or the liner cannot be recovered from the plot, additional shoring will be required at an additional fee to ensure safe access to the plot.
11. In the case of a disinterment, double the amount of the opening and closing fee will be charged.
12. The Town of Strathmore staff are not permitted to enter plots for any reason.
13. The Town of Strathmore staff are not to handle human remains.
14. Disinterment's of caskets or in ground cremains will not occur from November 1st to April 30th unless an exception is granted by the Town.

8. INSTALLATION OF MONUMENTS, MARKERS AND NICHE COVERS

1. No person can erect a monument or flat grave marker until the Town of Strathmore has approved the design, descriptions, and a permit for the erection of such a monument has been issued. Any monument company must contact the Cemetery Coordinator a minimum of three (3) business day prior to the date and time a monument is to be installed. Base installation is the responsibility of the monument company to install.
2. Repairs and replacements of bases are the responsibility of the authorized representative.

3. Full Size Burial Plot

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- a) All Monuments sitting on a full-size burial plot must not exceed a maximum height of three feet (3'), including the base, maximum depth of one foot (1') including the base and a maximum width of two and half feet (2'.5") not including the base. In certain sections of the Cemetery where no ribbon or base is present the Cemetery Coordinator may approve alternate sizes. Where there is a ribbon or base present, all monuments will be placed upon this base or ribbon.
 - b) In the case where multiple cremated interments are placed within a full-size plot, one flat grave marker may be placed within the boundaries of the plot and must be level with the ground.

4. Cremation Plots

- a) Flat grave markers which must be flush with the ground must be no larger than two feet (2') wide by one and a half feet (1'.5") tall.
 - b) All bases, monuments and flat grave markers shall be confined within the boundaries of a burial plot and shall be placed in such a manner as to maintain proper alignment.
 - c) Only one (1) monument will be allowed on each burial plot. In the case where there is more than one interment, one (1) flat grave marker, flush with the ground may be placed at each grave in addition to the monument.
 - d) All monuments must be installed on a concrete base and the concrete base must be at least four inches (4") wider than the widest portion of the monument and must be of sufficient strength and depth to properly support the monument. The concrete base must be installed flush with the ground, except where there is a ribbon present.
5. Installations of monuments, flat grave markers or base work shall only occur from May 1st until October 31st, Monday to Friday, excluding weekends and holidays and shall only be installed between the hours of 8:30 a.m. and 4:30 p.m.
6. The authorized representative, is responsible for the proper condition and replacement of monuments and markers and the Town assumes no liability or responsibility for loss or damage to any monument, including but not limited to, damage through acts of vandalism, natural erosion, or damage caused by third parties.

7. The Town of Strathmore will make reasonable efforts to provide written notice to the authorized representative of any disrepair of markers or monuments that pose a safety risk. The authorized representative will be provided 30 days to contact the Town with a repair, removal, or replacement plan. If no contact is made, the Town will remove the unsafe marker or monument and will hold it for three additional months. If no contact is made at the expiry of three months of the removal, the Town will dispose of the monument or marker.
8. All Monument work is subject to review, inspection, and approval by the Cemetery Coordinator.
9. Ownership of gravestones, flat grave markers, and monuments belong to the estate of the deceased person(s).
10. No burial plot, double depth plot or cremation plot shall be covered by a full or partial cement grave cover.
11. Existing plots that do not meet current grave cover specifications will be grandfathered, however, if the plot requires repairs or removal of any grandfathered items deemed prohibited the authorized representative within this Bylaw will be required to meet current regulations.

9. MAINTENANCE, PLANTING, CONSTRUCTION AND WORK

1. The Town will act in a respectful manner when conducting all maintenance, planting, construction, and work in the Cemetery. No disrespect is intended to facilitate these activities.
2. The Town will be responsible for mitigating grave subsidence after a casket or cremation burial. Depending on site conditions, some plots may need to be topped up several times and can take up to one year to settle. Once the plot has stabilized seeding and establishment of the grass will occur.
3. The Town will be responsible for seeding of plots, grave surfaces, re-seeding, when necessary, any cultivation that may be necessary in connection with such seeding and re-seeding, watering, seasonal cutting of grass and weeds, keeping plots in neat condition and of good appearance, and such other work as may be authorized by the Cemetery Coordinator.
4. Live flowers left at the time of interment will be left for a minimum of one week.
5. The Town of Strathmore will remove items subject to decomposition once

visibly decomposed. Items that do not decompose but have become unsightly or on the list of items not allowed in the Cemetery will be removed without notice and held for a minimum of one month. After one month has passed the item will be disposed of.

6. The Town reserves the right to remove any items that are prohibited, that pose a safety hazard, become unsightly, impede maintenance operations, or pose a safety risk to visitors, authorized representatives, or staff without prior notice.
7. The Town will make every reasonable effort to keep records of items that have been removed from burial plots.
8. The Town of Strathmore is not responsible for lost, stolen or damaged items.
9. Vehicles in the Cemetery shall keep to the roads provided except Town Cemetery employees or authorized representatives in the performance of their work. Vehicles shall maintain a speed of 15km per hour or less.
10. The Town of Strathmore will be responsible for clearing the Cemetery roads of snow. Every effort will be made to minimize windrows on plots; however, it is sometimes unavoidable.
11. The Town of Strathmore will be responsible for clearing snow to access plots for interments in the winter. Every effort will be made to minimize windrows on plots; however, it is sometimes unavoidable.
12. The Town of Strathmore will not be responsible for clearing snow for visitation of individual plots.
13. To facilitate Cemetery operations, the Town of Strathmore may drive or walk on plots. This will be avoided when possible.
14. To facilitate the opening of a plot, the Town may need to temporarily move monuments. Every effort will be made to return the monument to its proper location in a timely manner.
15. The Town may direct or permit any monument to be removed for repairs and any other structure in the Cemetery to be removed if it is in a state of disrepair that is unsightly or dangerous. The Town will make reasonable efforts to determine that no interested person or relative of the deceased are prepared to make the repairs and that no other contract arrangements are in place.

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16. The Town of Strathmore is responsible for the repair and replacement of ribbons for monuments.
 17. The Town of Strathmore will be responsible for repairs to damaged monuments and plots caused by gross negligence during work done by the Town.

10. FIELD OF HONOUR

1. The Town of Strathmore maintains a Field of Honour section for the burial of service and ex-service men and women of the Canadian Armed Forces.
2. In order to confirm that a deceased person is eligible to be interred in the Field of Honour, the authorized representative must provide the Cemetery Coordinator the following information:
 - a) the deceased person's service number; and
 - b) a copy of supporting documents from Veterans Affairs Canada; or
 - c) an affidavit identifying the deceased person as a veteran.
3. A spouse may be interred in a veteran's plot in a double depth plot. All plots within the Field of Honor shall have a maximum of two (2) interments.
4. For a spouse not qualifying as a veteran, but interred in the same plot, the name and date of the spouse may be engraved on the headstone, or a brass plate may be attached.
5. Only headstones, consistent with those approved by Veterans Affairs Canada are permitted.
6. Burial plots, double depth plots and cremation plots shall not be reserved in the Field of Honour.

11. SALE OF PLOTS

1. Council is hereby authorized to adopt by Bylaw, tariffs, and charges to be made for the purchase of a plot and the opening and closing of the plot in the Cemetery, as deemed necessary from time to time.
2. The cost of a plot includes maintenance of the plot but does not include the placement, maintenance, or removal of Monuments or flat grave

markers.

3. All plots shall be held and disposed of free from the provisions of the Land Titles Act.
4. Burial rights in the Cemetery shall be sold to the Town of Strathmore at 85% of the current market value as per Regulations in the Cemeteries Act.
5. The Town shall have the right to refuse to sell the use of more than four(4) single plots or niches to any one individual or estate;
6. The right to use any vacant space may be transferred, upon approval from the Cemetery Coordinator, provided that:
 - a) The Authorized Representative signifies, in writing to the Town to transfer their rights to another person;
 - b) The Town provided with the full particulars of the name, address, or other description of the person to whom such transfer is desired to be made; and
 - c) After the transfer is implemented, any interment made in the plot shall be subject to interment fees as set in the fees bylaw.

12. PRE-PURCHASE OF BURIAL PLOT(S)

1. A purchaser of burial plots is permitted to choose the section of the Cemetery, but choice of the burial plot is not permitted. The next available burial plot will be used at the time of need.
2. Pre-purchase of a burial plot is not permitted in the Field of Honour.

13. VISITATION

1. The public may visit the Cemetery at any time between the hours of 8:30 a.m. and sunset.
2. Vehicles shall be driven with care and shall be restricted to the-roads provided. Vehicles should drive no faster than 15 km. per hour or less.
3. The owner of a moving vehicle shall be responsible for any damage done by such vehicle within the boundaries of the Cemetery.
4. The Town of Strathmore is not responsible for lost, stolen or damaged memorial tributes and has no responsibility for the care of memorial tributes. As the Cemetery is a public space it is recommended not to place memorial

tributes.

5. The authorized representative is responsible for the appearance and upkeep of memorial tributes.
6. Grave decorations placed at the Cemetery shall be affixed to the monument.
7. No person shall bury an animal in the cemetery.
8. No person shall bring an animal into the cemetery except where the animal remains within a vehicle.
9. Section 13.8 does not apply to a service dog as defined in the *Service Dogs Act* in the possession and control of an owner who holds an identification card proving ownership of the service dog for his or her use.
10. No person shall, while in the Cemetery willfully destroy, mutilate, deface, damage, injure, write upon, or remove any monument, flat grave marker, or other structure placed in the Cemetery.
11. Persons within the Cemetery shall use only the walkways, and no one is permitted to walk upon or across plots, except Cemetery staff in the performance of their work. The Town expressly disclaims liability for any injuries sustained by anyone violating this rule.
12. No person shall erect, construct, or place upon or around a plot or in any part of the Cemetery any bases, full or partial cement grave covers, curbs, fences, railings, walls, copings, coping stones, trellises, statues, benches, oversized decorations (crosses, large plaques etc.) glass objects (glass encased wreathes, stands, holders, vase, receptacles, jar, bottle, pot), ceramic objects, china, lawn ornaments, toys, metal objects, lights, permanent plantings, permanent structures or any other structures or objects that may pose a danger or safety hazard.
13. Permanent in ground Cemetery vases that are made of granite, bronze or metal craft with coating are permitted to be affixed to or beside the flat grave marker at the head of the burial plot. The Town of Strathmore is not responsible for vases that become damaged due to temperature extremes, people, wildlife, or maintenance activities. Vases that are broken are considered a safety hazard and will be removed.
14. No person in any part of the Cemetery except those employed by the Town and under

the direction of the Town shall in any part of the Cemetery plant any shrubs, hedges, trees, grass, or flowers.

15. No person shall care for or cultivate any plot without the consent of the Cemetery Coordinator.
16. No person shall hang, tie, or attach by any means any items to trees, bushes, or benches in or around a plot or any other location in the Cemetery.
17. No person shall remove, destroy, prune, or interfere with any trees, shrubs, plants, or flowers in the Cemetery.
18. No person shall remove any object erected, maintained, planted, or placed in the Cemetery with exception to those employed by the Town and under the direction of the Town.
19. The Town of Strathmore reserves the right to remove any memorial that is offensive.

14. OFFENCES AND PENALTIES

1. A person who contravenes any provision of this Bylaw is guilty of an offence.
2. A person who is guilty of an offence is liable to a fine in an amount not less than that established in this section and not exceeding \$10,000.00.
3. Under no circumstances shall a person contravening any provision of this Bylaw be subject to the penalty of imprisonment.
4. A peace officer is hereby authorized and empowered to issue a violation ticket pursuant to the *Provincial Offences Procedure Act* to any person who the peace officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
5. If a violation ticket is issued in respect of an offence, the violation ticket may:
 - a) specify the fine amount established by this Bylaw for the offence; or
 - b) require a person to appear in court without the alternative of making a voluntary payment.
6. A person who commits an offence may:

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- a) if a violation ticket is issued in respect of the offence; and
 - b) if the violation ticket specifies the fine amount established by this Bylaw for the offence;

make a voluntary payment by submitting to a supervisor of the Alberta Court of Justice on or before the initial appearance date indicated on the violation ticket, the specified penalty set out on the violation ticket.

15. FEES AND RATES

- 1. See Bylaw #13-21 Fees Bylaw

16. GENERAL

- 1. Bylaw # 14-16 and all amendments thereto are hereby rescinded.

17. EFFECTIVE DATE

- 6.1 This Bylaw shall come into force and effect upon receiving third and final reading and being signed

READ A FIRST TIME this 18 day of October, 2023.

READ A SECOND TIME this 18 day of October, 2023.

READ A THIRD AND FINAL TIME this 18 day of October, 2023.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

BYLAW NO. 23-31
THE TOWN OF STRATHMORE IN THE PROVINCE OF ALBERTA

A BYLAW WITH RESPECT TO MANAGEMENT AND ADMINISTRATION OF THE STRATHMORE CEMETERY.

WHEREAS the Town of Strathmore is the owner of the Cemetery situated at Plan 9612032, Block C;

AND WHEREAS Council deems it necessary and expedient to have certain regulations pertaining to the management and administration of the Cemetery;

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

1. SHORT TITLE

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

2. PURPOSE

2.1 The purpose of this bylaw is to establish the management and administration of the Strathmore Cemetery.

3. DEFINITIONS

3.1. In this Bylaw:

- a) "Adult means" any person seven years of age or over;
- b) "Affixed" means securely attach or fasten something to something else;
- c) "Authorized representative" means the plot owner, or in the event the plot owner is deceased, the person that has the right to control interment rights for a purchased plot, in the order of priority as outlined within section 11(2) of the *Cemeteries Act* General Regulation;
- d) "Base" means a foundation or footing of concrete to support a monument;
- e) "Burial permit" means a burial permit issued under the *Vital Statistics Act*, Alberta;
- f) "Burial plot" means an interment space in ground measuring four feet (4') by ten feet (10') in size as identified on a plan of the

Cemetery and shown on record in the office of the Cemetery Coordinator;

- g) "Business days" means Monday to Friday 8:30 a.m. to 4:30 p.m. excluding weekends and holidays;
- h) "Cemetery" means the land that is set apart or used as a place for the burial of dead human bodies or cremated human remains or in which dead human bodies or other human remains are buried and that is managed by the Town;
- i) "Cemetery Coordinator" means the person(s) employed by the Town of Strathmore who is designated to administer and oversee the Strathmore Cemetery affairs;
- j) "Child" means a person from two years of age to six years of age inclusive;
- k) "Cremation plot" means a single burial plot measuring two feet (2') by three feet (3') in size for the purpose of the burial of cremated human remains;
- l) "Columbarium" means a structure containing niches that is designed for storing the ashes of dead human bodies that have been cremated;
- m) "Disinterment" means the authorized removal of dead human remains or cremated human remains from a burial plot, double depth plot, cremation plot or niche;
- n) "Double depth plot" means those burial plots designated and constructed to a depth which will accommodate two bodies in separate caskets at the same or different times in such a manner that one casket is placed above the other;
- o) "Field of Honour" means an area of the Cemetery set aside and reserved for the interment of veterans;
- p) "Flat grave marker" means a memorial constructed of bronze, marble or granite or other approved material for memorial purposes placed at the head of a burial plot set level into the ground;
- q) "Grave decoration" means anything that is placed on a plot or columbarium for memorial purposes;
- r) "Grave subsidence" means sinking of a grave;
- s) "Holiday" means all general and statutory holidays identified by the Town of Strathmore, the Province of Alberta and/or the Country of Canada;
- t) "Interment" means the burial or placement of dead human remains, or cremated human remains, in a plot;

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- u) "Infant" means a person from the day of birth up to one year of age inclusive;
 - v) "Interment right" means the right to require or direct interment or disinterment of human remains or cremated remains in a burial plot, double depth plot, cremation plot or niche;
 - w) "Monument" means a structure of granite, marble, or stone which projects above the level of the surrounding ground, to a maximum height of three feet (3') and a maximum width of two and a half feet (2.5') and one foot deep (1');
 - x) "Niche" means a compartment within a columbarium designed for storing the ashes of human remains that have been cremated;
 - y) "Plot" means a burial plot, double depth plot, cremation plot, or niche as defined in this bylaw;
 - z) "Resident" means a person:
 - 1. Who resides within the service area
 - a) at the time of their demise, or
 - b) at the time they make an application to purchase a plot/niche.
 - 2. Or who owns a property within the service area or is the current spouse or dependent child of a person who owns a property in the service area
 - a) at the time of their demise, or
 - b) at the time they make an application to purchase a plot/niche.
 - 3. Or who previously resided or owned property within the service area for a period of not less than fifteen (15) consecutive years. A person meeting this criterion may apply to purchase a plot/niche at the resident rate set in the fees bylaw, provided a properly executed affidavit of residency is submitted at the time of purchase.
 - aa) "Ribbon" means a continuous strip of concrete used for the placement of monuments;
 - bb) "Rights certificate" means a document issued by the Town either prior to or upon the passing of this Bylaw, that conveys the right to use a plot upon payment by the purchaser. Ownership of any space remains with the Town of Strathmore. Formerly known as "Deed";
 - cc) "Service area" means within the Town of Strathmore or Wheatland County;
 - dd) "Town" means the Municipal Corporation of the Town of

Strathmore;

- ee) "Urn" means a container used for storing cremated human remains;
- ff) "Vehicle" means a device in, on or by which a person or thing may be transported or drawn on a highway and includes a combination of vehicles but does not include a mobility aid; and
- gg) "Veteran" has the same meaning given to it in the *War Veterans Allowance Act* (Canada) and the regulations under that Act.

4. RULES OF INTERPRETATION

- 4.1. The headings in this Bylaw are for guidance purposes and convenience only.
- 4.2. Every provision in this Bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalid for any reason by a court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.
- 4.3. In this Bylaw, a citation of or reference to any act or regulation of the Province of Alberta or of Canada, or of any other bylaw of the Town, is a citation of or reference to that act, regulation, or bylaw as amended, whether amended before or after the commencement of the act, regulation, or bylaw in which the citation or reference occurs.
- 4.4. Nothing in this Bylaw relieves a person from complying with any provision of any provincial or federal legislation or regulation, other bylaw or any requirement of any lawful permit, order, or license.

5. ADMINISTRATION

- 5.1. The Cemetery Coordinator shall have control over all matters concerning the organization, operation, and management of the Cemetery, including:

- a) preparing and maintaining all records and files necessary for the proper administration, operation, and management of the Cemetery;
 - b) overseeing the general maintenance of the Cemetery;
 - c) reviewing, issuing, and administering contracts, applications, permits, and other documents relating to the Cemetery;
 - d) authorizing an interment or disinterment;
 - e) coordinating, supervising, and directing the work of all employees, contractors, and suppliers relating to the Cemetery;
 - f) dividing the Cemetery into blocks or sections, including imposing restrictions on the types and forms of memorials or other markers; and
 - g) with the approval of the Town Chief Administrative Officer, establishing from time to time such further policies, procedures and regulations respecting the Cemetery as is deemed necessary to ensure the safe and proper management of the Cemetery in accordance with this Bylaw.
- 5.2 The Town has the sole management of the affairs of the Cemetery and the Council may amend this bylaw from time to time.
- 5.3 The Town may, by agreement with a society, church or other organization reserve a section of the cemetery to be used exclusively for the interment of deceased members of the society, church, or other organization.
- 5.4 The Cemetery Coordinator or his/her designate shall have charge and be responsible for the care and maintenance of the Cemetery, according to the provisions of this bylaw and in accordance with the *Cemeteries Act* (Alberta) and the Regulations under that Act.
- 5.5 The Cemetery Coordinator, or designate, shall be responsible for the selling of plots in the Cemetery, keeping and making of all records required by law and as ordered by Council.
- 5.6 The Town shall keep available for public inspection during regular office hours, a copy of the Cemetery Plan which shall show the area for interment purposes subdivided into section, block, and plots.
- 5.7 The Cemetery Coordinator shall issue a rights certificate to each purchaser of a plot and will be responsible to collect all fees as set in the Town Fees Bylaw pertaining to the sale, transfer, opening and closing of each plot.

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- 5.8 A rights certificate, and the rights granted thereunder, shall not be sold, transferred, or disposed of in any way by any person without the written consent of the Cemetery Coordinator.
- 5.9 In the case of dispute of ownership, controlling rights shall be recognized in accordance with the *Cemeteries Act* (Alberta) General Regulation. The burden of proof is on the person asserting the rights, not the Town.
- 5.10 All persons employed in the construction, erecting of monuments, bases, columbarium, niche covers or doing other work in the Cemetery, whether employed by the Town or not, shall be subject to the policies and procedures put in place by the Town respecting work within the Cemetery.
- 5.11 If the Town for any reason deems a previously purchased plot unusable, the Town will supply a similar plot at no additional cost to the rights holder and the original plot shall revert to the Town.
- 5.12 The Cemetery Coordinator shall ensure that a plot of the Cemetery is made available for the burial of indigent persons as required by the *Cemeteries Act* (Alberta) and the regulations under that Act.
- 5.13 Authorized representatives shall keep their records up to date with the Town.

6. INTERMENT

- 6.1. Only dead human remains, or cremated human remains shall be interred in the Cemetery.
- 6.2. An application for interment shall include:
- a) the name, age, date of birth, and date of death of the deceased person;
 - b) a copy of the burial permit;
 - c) a completed contract for burial;
 - d) the time and date of the funeral;
 - e) the location of the plot or niche where the person is to be interred;
 - f) the name and mailing address of the authorized representative;
 - g) payment of all applicable fees and charges as set out in the Fees Bylaw;

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- h) all other information the Cemetery Coordinator deems necessary or appropriate.
- 6.3. No person shall apply to be interred in any plot unless the person is the registered rights holder of the plot, has received written consent from the rights holder or is the agent of the rights holder, or unless where the plot is held by two or more persons, the surviving person or persons consent thereto in writing.
- 6.4. All applications for an interment must be made a minimum of seventy-two (72) hours before the time of interment, unless approved by the Cemetery Coordinator. This notice does not include weekends and holidays.
- 6.5. No interments or disinterment shall take place on a Sunday or holiday, unless the interment is necessary to comply with the *Public Health Act* governing communicable diseases or other special circumstances, which, in the Town, warrants departure from this Act.
- 6.6. A maximum of two (2) casket burials per plot shall be allowed in a single burial plot providing the first burial is of sufficient depth to allow for a second burial.
- 6.7. A Maximum of one (1) cremation burial per plot shall be allowed in each cremation plot in the cremation section.
- 6.8. A maximum of six (6) cremation urns shall be allowed in a single burial plot in addition to one (1) casket
- 6.9. A maximum of two (2) cremation urns shall be allowed in a single niche.
- 6.10. The Funeral Director or other person officiating at the interment shall be responsible for the supply and operation of lowering devices and the supply and placement of mats, wreaths, flowers, etc., around the plot.
- 6.11. The Town shall not be responsible for the condition of cremated human remains or the container of the cremated human remains if a permanent outer box was not used at the time of interment.
- 6.12. Plots may only be opened for interments by persons employed by the Town and under the direction of the Town and no person or persons not in the employment or direction of the Town shall open any plot for the purpose of interring or disinterring a body.

6.13. Scattering of cremated remains is not permitted in the Cemetery.

6.14. In the case of an interment of an infant or child, the opening and closing fee will be that of a child as set in the Fees Bylaw.

7. DISINTERMENT

7.1. Disinterment must be authorized by the owner of the rights certificate or the authorized representative. Approval must be provided in writing to the Town.

7.2. No human remains or cremains shall be disinterred from the Cemetery unless the Cemetery Coordinator has received:

- a) a written request for disinterment from the authorized representative;
- b) payment of all applicable fees and charges as set out in the Fees Bylaw;
- c) in the case of human remains, a disinterment permit issued in accordance with section 42 of the *Vital Statistics Act* (Alberta).

7.3. The authorized representative requesting a disinterment shall give complete and precise written instructions. The Town shall not be liable or responsible for any errors or omissions in relation to a disinterment when the instructions provided to the Town were incomplete, incorrect, or lacked specificity.

7.4. No person other than the Cemetery Coordinator shall open a plot or niche or make a disinterment in the Cemetery.

7.5. No casket, urn or container may be opened without a Court Order or the written consent of the authorized representative.

7.6. The Town is not responsible for damage to any casket, urn or container sustained during disinterment.

7.7. The authorized representative shall be responsible for all costs associated with disinterment.

7.8. Upon approval, disinterment/reinterment of caskets will be the responsibility of the customer to select a funeral home of their choice for this service. The funeral home will be responsible for bringing the casket to the surface.

7.9. The Town will be responsible for digging to the depth of the concrete liner, vault, casket, or urn.

- 7.10. If there is no concrete liner, casket, or the liner cannot be recovered from the plot, additional shoring will be required at an additional fee to ensure safe access to the plot.
- 7.11. In the case of a disinterment, double the amount of the opening and closing fee will be charged.
- 7.12. The Town staff are not permitted to enter plots for any reason.
- 7.13. The Town staff are not to handle human remains.
- 7.14. Disinterment's of caskets or in ground cremains will not occur from November 1st to April 30th unless an exception is granted by the Town.

8. INSTALLATION OF MONUMENTS, MARKERS AND NICHE COVERS

- 8.1. No person can erect a monument or flat grave marker until the Town has approved the design, descriptions, and a permit for the erection of such a monument has been issued. Any monument company must contact the Cemetery Coordinator a minimum of three (3) business day prior to the date and time a monument is to be installed. Base installation is the responsibility of the monument company to install.
- 8.2. Repairs and replacements of bases are the responsibility of the authorized representative.
- 8.3. Full Size Burial Plot
 - a) All Monuments sitting on a full-size burial plot must not exceed a maximum height of three feet (3'), including the base, maximum depth of one foot (1') including the base and a maximum width of two and half feet (2.5') not including the base. In certain sections of the Cemetery where no ribbon or base is present the Cemetery Coordinator may approve alternate sizes. Where there is a ribbon or base present, all monuments will be placed upon this base or ribbon.
 - b) In the case where multiple cremated interments are placed within a full-size plot, one flat grave marker may be placed within the boundaries of the plot and must be level with the ground.

8.4. Cremation Plots

- a) Flat grave markers which must be flush with the ground must be no larger than two feet (2') wide by one and a half feet (1.5') tall.
- b) All bases, monuments and flat grave markers shall be confined within the boundaries of a burial plot and shall be placed in such a manner as to maintain proper alignment.
- c) Only one (1) monument will be allowed on each burial plot. In the case where there is more than one interment, one (1) flat grave marker, flush with the ground may be placed at each grave in addition to the monument.
- d) All monuments must be installed on a concrete base and the concrete base must be at least four inches (4") wider than the widest portion of the monument and must be of sufficient strength and depth to properly support the monument. The concrete base must be installed flush with the ground, except where there is a ribbon present.

8.5. Installations of monuments, flat grave markers or base work shall only occur from May 1st until October 31st, Monday to Friday, excluding weekends and holidays and shall only be installed between the hours of 8:30 a.m. and 4:30 p.m.

8.6. The authorized representative, is responsible for the proper condition and replacement of monuments and markers and the Town assumes no liability or responsibility for loss or damage to any monument, including but not limited to, damage through acts of vandalism, natural erosion, or damage caused by third parties.

8.7. The Town will make reasonable efforts to provide written notice to the authorized representative of any disrepair of markers or monuments that pose a safety hazard. The authorized representative will be provided 30 days to contact the Town with a repair, removal, or replacement plan. If no contact is made, the Town will remove the unsafe marker or monument and will hold it for an additional **three additional months**. If no contact is made at the expiry of **three months** of the removal, the Town will dispose of the monument or marker.

8.8. All Monument work is subject to review, inspection, and approval by the Cemetery Coordinator.

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- 8.9. Ownership of gravestones, flat grave markers, and monuments belong to the ~~authorized representative estate of the deceased person(s).~~
- 8.10. No burial plot, double depth plot or cremation plot shall be covered by a full or partial ~~cement~~ grave cover.
- 8.11. Existing plots that do not meet current grave cover, ~~monument, or flat grave marker~~ specifications will be grandfathered; however, if the plot requires repairs or removal of any grandfathered items deemed prohibited the authorized representative within this Bylaw will be required to meet current regulations.

9. MAINTENANCE, PLANTING, CONSTRUCTION AND WORK

- 9.1. The Town will act in a respectful manner when conducting all maintenance, planting, construction, and work in the Cemetery. No disrespect is intended to facilitate these activities.
- 9.2. The Town will be responsible for mitigating grave subsidence after a casket or cremation burial. Depending on site conditions, some plots may need to be topped up several times and can take up to one year to settle. Once the plot has stabilized seeding and establishment of the grass will occur.
- 9.3. The Town will be responsible for seeding of plots, grave surfaces, re-seeding, when necessary, any cultivation that may be necessary in connection with such seeding and re-seeding, watering, seasonal cutting of grass and weeds, keeping plots in neat condition and of good appearance, and such other work as may be authorized by the Operations Manager or Cemetery Coordinator.
- 9.4. ~~Live flowers left at the time of interment will be left for a minimum of one week.~~
- 9.5. ~~The Town of Strathmore will remove item subject to decomposition once visibly decomposed. Items that do not decompose but have become unsightly or on the list of items allowed in the Cemetery will be removed without notice and held for a minimum of one month. After one month has passed the item will be disposed of.~~
- 9.6. The Town reserves the right to remove any items, that impede maintenance operations, or pose a safety hazard to visitors, authorized representatives, or staff without prior notice.

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- 9.7. The Town will make every reasonable effort to keep records of items that have been removed from burial plots.
 - 9.8. The Town is not responsible for lost, stolen or damaged items.
 - 9.9. Vehicles in the Cemetery shall keep to the roads provided except Town Cemetery employees or authorized representatives in the performance of their work. Vehicles shall maintain a speed of 15km per hour or less.
 - 9.10. The Town will be responsible for clearing the Cemetery roads of snow. Every effort will be made to minimize windrows on plots; however, it is sometimes unavoidable.
 - 9.11. The Town will be responsible for clearing snow to access plots for interments in the winter. Every effort will be made to minimize windrows on plots; however, it is sometimes unavoidable.
 - 9.12. The Town will not be responsible for clearing snow for visitation of individual plots.
 - 9.13. To facilitate Cemetery operations, the Town may drive or walk on plots. This will be avoided when possible.
 - 9.14. To facilitate the opening of a plot, the Town may need to temporarily move monuments. Every effort will be made to return the monument to its proper location in a timely manner.
 - 9.15. The Town may direct or permit any monument to be removed for repairs and any other structure in the Cemetery to be removed if it is in a state of disrepair that is unsightly or dangerous. The Town will make reasonable efforts to determine that no interested person or relative of the deceased are prepared to make the repairs and that no other contract arrangements are in place.
 - 9.16. The Town is responsible for the repair and replacement of ribbons for monuments.
 - 9.17. The Town will be responsible for repairs to damaged monuments and plots caused by gross negligence during work done by the Town.

10. FIELD OF HONOUR

- 10.1. The Town maintains a Field of Honour section for the burial of service and ex-service men and women of the Canadian Armed Forces.
- 10.2. In order to confirm that a deceased person is eligible to be interred in the Field of Honour, the authorized representative must provide the Cemetery Coordinator the following information:
 - a) the deceased person's service number; and
 - b) a copy of supporting documents from Veterans Affairs Canada; or
 - c) an affidavit identifying the deceased person as a veteran.
- 10.3. A spouse may be interred in a veteran's plot in a double depth plot. All plots within the Field of Honor shall have a maximum of two (2) interments.
- 10.4. For a spouse not qualifying as a veteran, but interred in the same plot, the name and date of the spouse may be engraved on the headstone, or a brass plate may be attached.
- 10.5. Only headstones, consistent with those approved by Veterans Affairs Canada are permitted.
- 10.6. Burial plots, double depth plots and cremation plots shall not be reserved in the Field of Honour.
- 10.7. Wreaths and flags may be placed at the head of the burial plot in the days leading up to and on Remembrance Day.

11. SALE OF PLOTS

- 11.1. Council is hereby authorized to adopt by Bylaw, tariffs, and charges to be made for the purchase of a plot and the opening and closing of the plot in the Cemetery, as deemed necessary from time to time.
- 11.2. The cost of a plot includes maintenance of the plot but does not include the placement, maintenance, or removal of monuments or flat grave markers.
- 11.3. All plots shall be held and disposed of free from the provisions of the Land Titles Act.
- 11.4. Burial rights in the Cemetery shall be sold to the Town at 85% of the

current market value as per Regulations in the Cemeteries Act.

- 11.5. The Town shall have the right to refuse to sell the use of more than four (4) single plots or niches to any one individual or estate.
- 11.6. The right to use any vacant space may be transferred, upon approval from the Cemetery Coordinator, provided that;
 - a) The licensee or their authorized representative signifies in writing to the Town to transfer their rights to another person; and
 - b) The Town is provided with the full particulars of the name, address, or other description of the person to whom such transfer is desired to be made; and
 - c) After the transfer is implemented, any interment made in the plot shall be subject to interment fees as set in the fees bylaw.

12. PRE-PURCHASE OF BURIAL PLOT(S)

- 12.1. A purchaser of burial plots is permitted to choose the section of the Cemetery. The Cemetery Coordinator at their discretion can accommodate requests for specific plots when possible; however, the Town cannot guarantee accommodation of all requests.
- 12.2. Pre-purchase of a burial plot is not permitted in the Field of Honour.

13. VISITATION

- 13.1. The public may visit the Cemetery at any time between the hours of 8:30 a.m. and sunset.
- 13.2. Vehicles shall be driven with care and shall be restricted to the roads provided. Vehicles should drive no faster than 15 km. per hour or less.
- 13.3. The owner of a moving vehicle shall be responsible for any damage done by such vehicle within the boundaries of the Cemetery.
- 13.4. The Town is not responsible for lost, stolen or damaged memorial tributes or grave decorations and has no responsibility for the care of grave decorations or memorial tributes. The Town is not responsible for grave decorations that become damaged due to temperature extremes, people, wildlife, or maintenance activities. As the Cemetery is a public space it is recommended not to place grave decorations.
- 13.5. Live flowers will be left in affixed vases until desiccated.

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- 13.6. Live and artificial flowers can be left on plots after interments until the plot has settled and grass is established or until the monument and base is installed with an affixed vase. Flowers placed on plots cannot be in a vase and flowers will be removed from the plot once desiccated or unsightly. In the winter living or artificial flowers must be placed at the head of the plot so as not to become a safety hazard.
- 13.7. The authorized representative is responsible for the appearance and upkeep of memorial tributes and grave decorations.
- 13.8. Grave decorations placed at the Cemetery shall be affixed to the monument or the base of the monument and must not overhang the base of the monument. If a ribbon is in place for a monument, grave decorations can be affixed to the ribbon but must be within the parameters of the burial plot as defined in this bylaw and must not overhang the ribbon or encroach into adjacent plots.
- 13.9. The Town recommends that affixed grave decorations such as, but not limited to statues, crosses, plaques, and vases be made of granite, marble, metal craft with coating or as the same material as the monument. The Town recommends that these items be purchased and installed at the same time as the purchase of the monument to ensure safety and durability of the grave decoration. Items made with glass, ceramic and china are not recommended to be affixed to the monument, base of the monument, or the ribbon as these items do not secure well and easily break.
- 13.10. Any grave decorations that were permanently affixed, that are no longer properly affixed, become detached, are broken, or cause a safety hazard will be the responsibility of the authorized representative. These items will be removed immediately and placed in storage. The Town will make reasonable efforts to provide written notice to the authorized representative of any disrepair of the grave decorations. The authorized representative will be provided 30 days to contact the Town with a repair or replacement plan. If no contact is made, the Town will hold it for an additional ninety days. If no contact is made at the expiry of ninety days of the removal, the Town will dispose of the grave decoration.
- 13.11. Free-standing grave decorations that are placed in affixed grave decorations or on monuments, bases of monuments or on the ribbon that blow away, fall off, break, become unsightly or become unsafe may be removed without notice and will be placed in storage. The Town will make reasonable efforts to determine which plot the

decoration is from and contact the authorized representative to inform them of the disrepair of the free-standing decoration. If no contact is made the Town will hold the decoration for ninety days. If no contact is made with the authorized representative after the expiry of ninety days, the Town will dispose of the free-standing grave decoration. Cans with liquid, bottles with liquid, cups with liquid, food and tobacco products will be removed and disposed of without notice.

- 13.12. Seasonal decorations shall be allowed to be placed on the monument, base of the monument, ribbon, on or beside a flat grave marker one week prior to a holiday but cannot impede maintenance or be a safety hazard. Seasonal decorations that are still in place one week from the conclusion of the holiday will be removed and disposed of without notice.
- 13.13. Any grave decorations adorning a plot outside the parameters of a ribbon, base, or flat grave marker and that are not affixed on the monument, base or flat grave marker will be removed without notice prior to the removal and will be placed in storage. The Town will make reasonable efforts to contact the authorized representative to collect the grave decorations. If no contact is made the Town will hold the decoration for ninety days. If no contact is made with the authorized representative after the expiry of ninety days, the Town will dispose of the grave decoration.
- 13.14. No person shall erect, construct, or place upon or around a plot or in any part of the Cemetery any bases, full or partial grave covers, curbs, fences, railings, walls, copings, coping stones, trellises, benches or candles.
- 13.15. No person shall bury an animal in the cemetery.
- 13.16. No person shall bring an animal into the cemetery except where the animal remains within a vehicle.
- 13.17. Section 13.8 does not apply to a service dog as defined in the *Service Dogs Act* in the possession and control of an owner who holds an identification card proving ownership of the service dog for his or her use.
- 13.18. No person shall, while in the Cemetery willfully destroy, mutilate, deface, damage, injure, write upon, or remove any monument, flat grave marker, or other structure placed in the Cemetery or any fence, railing or wood installed for protection or ornamentation.

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- 13.19. Persons within the Cemetery shall use only the walkways, and no one is permitted to walk upon or across plots, except Cemetery staff in the performance of their work. The Town expressly disclaims liability for any injuries sustained by anyone violating this rule.
- 13.20. Permanent in ground Cemetery vases and other grave decorations that are made of granite, bronze or metal craft with coating are permitted to be affixed to or beside the flat grave marker at the head of the burial plot. The authorized representative is responsible for vases and other grave decorations affixed to the flat grave marker. The Town is not responsible for vases or other grave decorations that become damaged due to temperature extremes, people, wildlife, or maintenance activities. Vases and other grave decorations that are unsightly or are broken are considered a safety hazard and will be removed immediately and placed in storage. The Town will make reasonable efforts to provide written notice to the authorized representative of any disrepair of the vase or decoration. The authorized representative will be provided 30 days to contact the Town with a repair or replacement plan. If no contact is made, the Town will hold it for an additional ninety days. If no contact is made at the expiry of ninety days of the removal, the Town will dispose of the vase grave decoration.
- 13.21. No person in any part of the Cemetery except those employed by the Town and under the direction of the Town shall in any part of the Cemetery plant any shrubs, hedges, trees, grass, or flowers.
- 13.22. No person shall care for or cultivate any plot without the consent of the Cemetery Coordinator.
- 13.23. No person shall hang, tie, or attach by any means any items to trees, bushes, or benches in or around a plot or any other location in the Cemetery.
- 13.24. No person shall remove, destroy, prune, or interfere with any trees, shrubs, plants, or flowers in the Cemetery.
- 13.25. No person shall remove any object erected, maintained, planted, or placed in the Cemetery with exception to those employed by the Town and under the direction of the Town.
- 13.26. The Town reserves the right to remove any memorial tribute or grave decoration that is offensive.

14. OFFENCES AND PENALTIES

- 14.1. A person who contravenes any provision of this Bylaw is guilty of an offence.
- 14.2. Under no circumstances shall a person contravening any provision of this Bylaw be subject to the penalty of imprisonment.
- 14.3. A peace officer is hereby authorized and empowered to issue a violation ticket pursuant to the *Provincial Offences Procedure Act* to any person who the peace officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- 14.4. Where there is a minimum penalty listed for an offence in Schedule "A" to this Bylaw, that amount is the minimum penalty for the offence.
- 14.5. In the event of a second offence in Schedule "A" within a twelve (12) month period, the minimum and specified penalty shall double. In the event of a third and subsequent offences within a twelve (12) month period, the minimum specified penalty shall triple.
- 14.6. If a violation ticket is issued in respect of an offence, the violation ticket may:
- a) specify the fine amount established by this Bylaw for the offence;
or
 - b) require a person to appear in court without the alternative of making a voluntary payment.
- 14.7. A person who commits an offence may:
- a) if a violation ticket is issued in respect of the offence; and
 - b) if the violation ticket specifies the fine amount established by this Bylaw for the offence;

make a voluntary payment by submitting to a supervisor of the Alberta Court of Justice on or before the initial appearance date indicated on the violation ticket, the specified penalty set out on the violation ticket.

15. FEES AND RATES

- 15.1. The Cemetery Fees will be located in the Strathmore Fees Bylaw.

16. GENERAL

- 16.1. Bylaw # 14-16 and all amendments thereto are hereby rescinded.

17. EFFECTIVE DATE

17.1. This Bylaw shall come into force and effect upon receiving third and final reading and being signed.

READ A FIRST TIME this 18 day of October, 2023.

READ A SECOND TIME this 18 day of October, 2023.

READ A THIRD AND FINAL TIME this ____ day of _____, 2023.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

Bylaw No. 23-31
Schedule "A" - Penalties

Section	Description of Offence	Minimum Penalty	Specified Penalty
6	Scattering of cremated remains	\$150	\$200
7	Unauthorized disinterment of a body	\$250	\$300
7	Unauthorized disinterment of cremated remains	\$250	\$300
8	Erecting a monument or flat grave marker without a permit	\$150	\$200
8	Installation of an unapproved monument or flat grave marker	\$150	\$200
8	Unauthorized work in Cemetery after hours, weekends, winter	\$150	\$200
8	Install grave covers	\$150	\$200
9	Unauthorized vehicles driving off of roads	\$150	\$200
13	Erect, construct, place bases, grave covers, curbs, fences, railings, walls, copings, coping stones, trellises, benches or candles.	\$150	\$200
13	Bury and animal in the cemetery	\$150	\$200
13	Bring an unauthorized animal into the Cemetery	\$150	\$200
13	Destroy, mutilate, deface, damage, injure, write upon or remove any monument, flat grave marker, fence, railing or other structure placed in the Cemetery	\$250	\$300
13	Enter areas set apart	\$150	\$200
13	Care or cultivate without permission	\$150	\$200
13	Interfere with trees, shrubs, flowers, plants or benches	\$150	\$200



#120, 6835 Railway Street SE Calgary, AB T2H 2V6
Telephone: (403) 230-2764 | Toll-Free: 1-866-EPILEPSY (1-866-374-5377) Email: info@epilepsycalgary.com | epilepsycalgary.com
Charitable Registration Number: 11890 0778 RR0001

Purple Day March 26 Proclamation Template

Epilepsy is a neurological disorder characterized by recurring seizures that can significantly impact an individual's physical, psychological, and social well-being.

- One in one hundred Albertans are currently living with a diagnosis of epilepsy.
- People of all ages, races, and backgrounds can develop epilepsy at any time in their lives.
- By learning about epilepsy and seizure first aid, we are better prepared to offer acceptance, understanding, and support for those impacted by epilepsy.

The [City of Town of xxx] commends the work of the Epilepsy Association of Calgary in raising awareness and understanding of epilepsy, reducing stigma, and empowering those who live with epilepsy to participate fully in their communities.

I [Mayor's name] of the [City or Town of xxx] do hereby proclaim March 26, 2024 as "Purple Day" in [City of Town name].