

AGENDA
REGULAR COUNCIL MEETING
Wednesday, July 17, 2024 @ 6:00 PM
Council Chambers, 1 Parklane Drive, Strathmore AB

Page

1. CALL TO ORDER

2. CONFIRMATION OF AGENDA

3. PUBLIC HEARING

None.

4. 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.

5. 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, seven (7) days before a Regular Council Meeting.

5.1. Delegation – Community Futures Wild Rose

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[Request for Decision - RFD-24-140 - Pdf](#)

6. CONSENT AGENDA

7.1 Regular Council Meeting Minutes – July 3, 2024

9.1 2024 Capital Budget Change of Scope – Emergency Exit Stairwell and Cargo Van, Facilities

9.2 2024 Capital Budget Amendment – Family Centre Roof

9.3 2025 Capital Project and Major Initiatives Priority Matrix

9.4 Fire Services Mutual Aid Agreement – Wheatland County

11.1 Letter from Strathmore High School – Thank You

11.2 Letter from Wheatland County Council – Re: June 5 Town of Strathmore Council Meeting Comments

11.3 Letter from Water Finance Research Foundation

11.4 Invitation to the Canada Emergency Preparedness and Climate Adaptation Convention

7. CONFIRMATION OF MINUTES

7.1. Regular Council Meeting Minutes – July 3, 2024

19 - 30

[Request for Decision - RFD-24-145 - Pdf](#)

8. BYLAWS

8.1. Taxi Bylaw No. 24-06

31 - 99

[Request for Decision - RFD-24-146 - Pdf](#)

8.2.	Land Use Bylaw Amending Bylaw No. 24-16 (137 Orchard Way) Request for Decision - RFD-24-133 - Pdf	100 - 120
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9.1.	2024 Capital Budget Change of Scope – Emergency Exit Stairwell and Cargo Van, Facilities Request for Decision - RFD-24-142 - Pdf	121 - 123
9.2.	2024 Capital Budget Amendment – Family Centre Roof Request for Decision - RFD-24-144 - Pdf	124 - 130
9.3.	2025 Capital Project and Major Initiatives Priority Matrix Request for Decision - RFD-24-143 - Pdf	131 - 135
9.4.	Fire Services Mutual Aid Agreement – Wheatland County Request for Decision - RFD-24-131 - Pdf	136 - 166
10.	COUNCILLOR INFORMATION & INQUIRIES	
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10.2.	BOARD AND COMMITTEE REPORTS	
10.3.	QUESTION AND ANSWER PERIOD	
10.4.	ADMINISTRATIVE INQUIRIES	
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11.3.	Letter from Water Finance Research Foundation Letter from Water Finance Research Foundation	175 - 176
11.4.	Invitation to the Canada Emergency Preparedness and Climate Adaptation Convention Invitation to the Canada Emergency Preparedness and Climate Adaptation Convention	177
12.	CLOSED MEETING	
12.1.	Physician Sponsorship Grant Applications – Advice from officials – FOIP S. 24(1)(a)	
12.2.	Land Item – Advice from officials – FOIP S. 24(1)(a)	
12.3.	WADMSA Report – Advice from officials – FOIP S. 24(1)(b)(i)	
12.4.	Council/CAO Dialogue – Advice from officials – FOIP S. 24(1)(b)(i)	
13.	ADJOURNMENT	



Request for Decision

To: Council

Staff Contact: Veronica Anderson, Legislative Services Officer

Date Prepared: July 1, 2024

Meeting Date: July 17, 2024

SUBJECT: Delegation - Community Futures Wild Rose

RECOMMENDATION: Information for Council.

STRATEGIC PRIORITIES:



Affordable
Housing



Climate
Resiliency



Community
Development



Community
Wellness



Economic
Development



Financial
Sustainability

HOW THE STRATEGIC PRIORITIES ARE MET:

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. Those interested can 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 noon seven (7) days before a Regular Council Meeting.

SUSTAINABILITY

ECONOMIC SUSTAINABILITY:

N/A

SOCIAL SUSTAINABILITY:

N/A

ENVIRONMENTAL SUSTAINABILITY:

N/A

IMPLICATIONS OF RECOMMENDATION:

GENERAL:

Chantale Sangster has requested to speak to Council on behalf of Community Futures Wild Rose

ORGANIZATIONAL:

N/A

OPERATIONAL:

N/A

FINANCIAL:

N/A

POLICY:

N/A

IMPLEMENTATION:

N/A

BACKGROUND:

March 2023, the Town of Strathmore joined as a partner in Community Futures Wild Rose's Workforce Development Strategy project. The project has recently concluded, and the group is seeking to share the final report with Council outlining key highlights.

KEY ISSUE(S)/CONCEPT(S):

N/A

DESIRED OUTCOMES:

N/A

COMMUNICATIONS:

N/A

ALTERNATIVE ACTIONS/MOTIONS:

N/A

ATTACHMENTS:

[Attachment I: Delegation Request - Community Futures Wild Rose](#)
[Attachment II: Regional Workforce Development Study Council](#)

Johnathan Strathee, Manager of Legislative Services

Approved
- 12 Jul
2024

Kara Rusk, Director of Strategic, Administrative, and Financial Services

Approved
- 12 Jul
2024

Veronica Anderson

From: noreply@esolutionsgroup.ca
Sent: June 11, 2024 8:17 AM
To: LegServ Admin
Subject: New Response Completed for Delegation Request Form

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello,

Please note the following response to Delegation Request Form has been submitted at Tuesday June 11th 2024 8:13 AM with reference number 2024-06-11-006.

- **Applicants Name**
Chantale Sangster
- **Organization Name (If Applicable)**
Community Futures Wild Rose
- **Meeting date requested (day/month/year)**
17/7/2024
- **Applicant's phone number**
Sec. 17, FOIP
- **Applicant's email address**
chantale@albertacf.com
- **Applicant's Address**
Suite #101, 3rd Avenue, Strathmore, AB, T1P 1K2
- **Please list the name and title of the individuals that will be presenting to Council in the space provided.**
Chantale Sangster, Executive Director of Community Futures Wild Rose
- **Please select the purpose of your presentation.**
Information Only
- **Please provide a brief summary regarding your delegation in the space provided.**
In March 2023, the Town of Strathmore joined as a partner in our Workforce Development Strategy project. The project has recently concluded, and I am seeking to share the final report with Council members and deliver a brief presentation outlining its key highlights. I will provide printed copies of the final report for each Councillor.

Please note: I have attempted to attach the report below but was unable to due to its size. Perhaps I can email it to you?

- **Is/has this matter gone before an appeal board?**

No

- **The Town of Strathmore endeavours to provide equal opportunities to individuals and groups to appear before Council as a delegation. As a result, please indicate if you have you spoken on this topic before.**

No

[This is an automated email notification -- please do not respond]

Regional Workforce Development Study

April 2024

Key Findings and Recommendations
for Community Futures Wild Rose Region

ballad

Community
Futures Wild Rose

Introduction



Break barriers. Employ change.



Study Background and Purpose

Businesses in the Community Futures Wild Rose (CFWR) region are facing significant labor shortages, worsened by the pandemic. Major investments, including Phyto Organix, CGC Inc., and De Havilland Aircraft Facility, will create nearly 3,000 jobs, further straining the labor market. To address these challenges, a regional workforce development project was conducted. It would evaluate labour dynamics and understand the challenges faced by employers and workers, aiming to meet current and future labor demands effectively.

Overview of CFWR Region



The CF Wild Rose region in Alberta, encompasses a diverse and picturesque area characterized by its rural landscapes, small towns, and vibrant communities. Stretching across a wide expanse of land, the region is known for its rich agricultural heritage, outdoor recreational opportunities, and close-knit community spirit. From fertile plains to other natural features, the Wild Rose region offers a unique blend of natural beauty and economic opportunities for residents and visitors alike. With a strong emphasis on entrepreneurship and community development, the region continues to attract individuals and businesses seeking a high quality of life and a supportive environment in which to grow and thrive.

Economic Analysis



Key Highlights

- Regional GDP growth has been impacted by sectors such as agriculture, oil and gas, construction, and real estate.
- Labour market facing shortages in skilled and general workers.
- The region's population is aging at a faster pace compared to the province and Calgary.

Impact on Labour Market

- Significant shortage of both skilled and general workers.
- Approximately 80% of jobs are general and skilled labor, but only 10% of the population have trades background.

GDP Trends and Forecast

- GDP growth has been sluggish, but some sectors like construction are expected to grow.
- Investments in major projects expected to create approximately 3,000 jobs in the region.

Population Growth

- Increased from 67,072 in 2011 to 80,590 in 2021.
- Chestermere saw the most significant growth, increasing by 50% from 14,824 to 22,163.
- Rocky View County and Strathmore grew by 20.3% and 16.5%, respectively.
- Kneehill and Wheatland Counties' populations remained steady.
- Overall regional growth was just over 20%, similar to Calgary's 19.1% growth.

Population Distribution

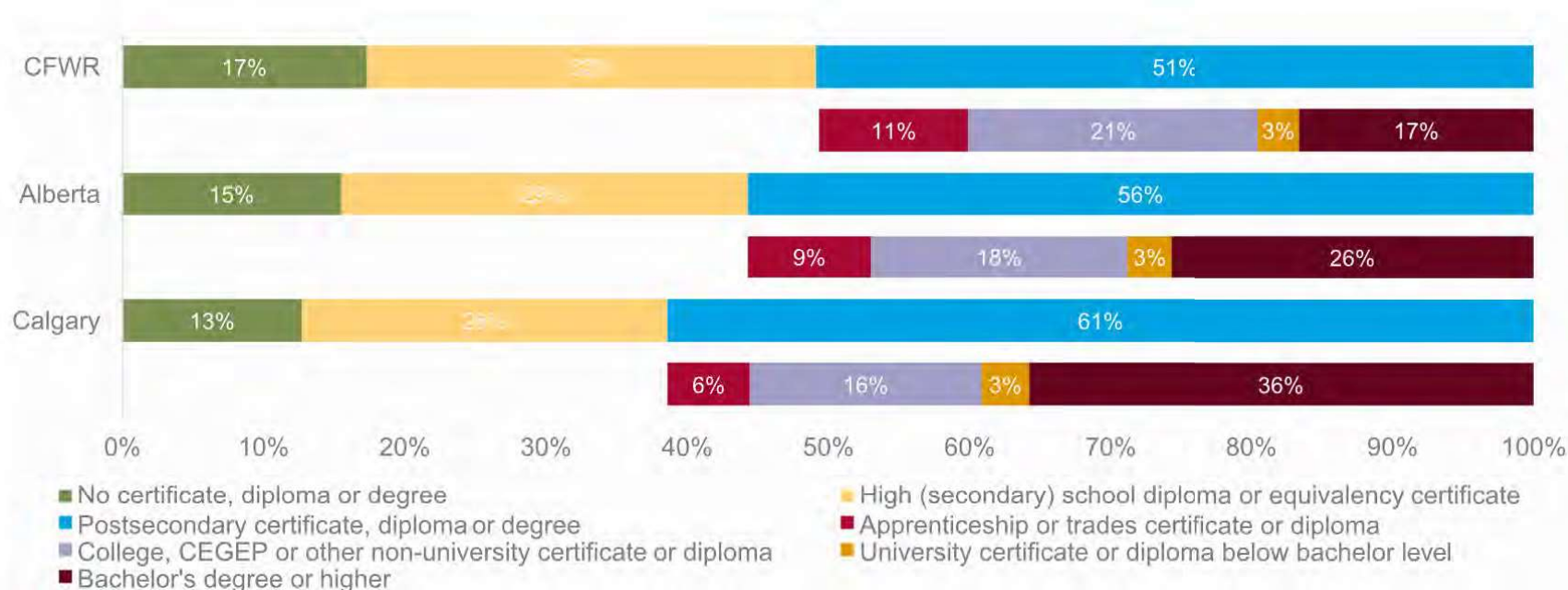
- 64.5% of the population is in the working-age category (15 to 64 years), compared to 68.4% in Calgary and 66.2% in Alberta.
- Higher proportion of residents aged 65 and older than in Calgary and Alberta.
- Larger proportion of residents aged 14 and younger than in Calgary and Alberta.

Population Growth and Distribution



Education Attainment

- 17% of the population aged 15 and older has no certificate, diploma, or degree, higher than Alberta and Calgary.
- 32% have a high school diploma or equivalent, higher than Alberta (29%) and Calgary (26%).
- 51% have some postsecondary education, compared to 56% in Alberta and 61% in Calgary.



Labour Market Overview



Labour Market Dynamics

- Unemployment in CFWR region lower than Calgary and Alberta, stood at 9.8% in 2021.

Skills Shortage Analysis

- The labour market in the region currently faces a significant shortage of both general and skilled workers. Approximately 8 out of 10 jobs in the region are general and skilled labour, yet only 10% of the population possesses an apprenticeship or trades background, and 40% hold a college degree or higher. Consequently, the workforce is more educated than what the labour market requires, resulting in a disparity between supply of general and skilled labour and the demand for it.

Industry Sectors Impact

- Construction dominates employment in CFWR, reflecting its labor-intensive nature.
- Sectoral employment changes: significant growth in business support and professional services, decline in agriculture and mining sectors.

Community Engagement

Business and Resident Engagement

- Resident Surveys
- 596 resident surveys were completed
- Majority of residents (74.2%) have lived in their CFWR region for 6 or more years.
- Common challenges for job seekers included overqualification, lack of job availability, and insufficient pay.
- Business Surveys
- 163 business surveys were completed
- Businesses reported challenges in attracting skilled labour, with concerns over skill mismatches, and limited public transportation.
- Business Interviews
- 21 total direct interviews with companies of different sizes and industry in each municipality.
- Despite challenges, most businesses (97.1%) intend to continue operating in the CFWR region, citing established presence and community advantages.

Workforce Survey Findings Summary

Increasing Labour Demand:

- CFWR region expects higher labour demand due to economic growth.
- Despite lower unemployment rates, higher vacancy rates and a scarcity of specific labour categories.
- Challenge of matching workers to job openings amid a shortage of general and skilled labor.

Community Feedback:

- Surveys and interviews show employers struggle to find qualified applicants.
- Conversely, job seekers feel there aren't enough jobs.
- Structural factors like cost of living and housing affordability complicate labor attraction and retention.

Collaborative Strategies:

- Enhancing education and training through public initiatives is crucial.
- Local post-secondary education options and skills training programs needed.
- Incentivizing affordable housing development to support workforce stability.
- Help employers with recruitment and retention strategies.
- Foster community collaboration to connect employers and job seekers.



Recommendations



- 01 Fulfilling General Labour Needs
- 02 Fulfilling Skilled Labour Needs
- 03 Addressing Housing Availability
- 04 Supporting Small Employers with HR Resources
- 05 Engaging Stakeholders in Labour Services
- 06 Regional Recruitment Strategies

The Community Futures Wildrose (CFWR) region is poised for significant growth with a burgeoning economy and major development projects increasing labor demand.

By integrating policy interventions, educational support, and proactive community engagement, we can build a resilient and thriving labour market in the CFWR region.

Conclusion





Request for Decision

To: Council

Staff Contact: Veronica Anderson, Legislative Services Officer

Date Prepared: July 4, 2024

Meeting Date: July 17, 2024

SUBJECT: Regular Council Meeting Minutes - July 3, 2024

RECOMMENDATION: THAT Council adopt the July 3, 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 July 3, 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 July 3, 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 - 03 July 2024 - Minutes](#)

Johnathan Strathdee, Manager of Legislative Services

Approved
- 08 Jul
2024



MINUTES REGULAR COUNCIL MEETING

6:00 PM - Wednesday, July 3, 2024

Council Chambers, 1 Parklane Drive, Strathmore AB

COUNCIL PRESENT:

Mayor Pat Fule, Councillor Melissa Langmaid, Councillor Debbie Mitzner, Councillor Jason Montgomery (virtual), Councillor Denise Peterson, Councillor Richard Wegener, and Deputy Mayor Brent Wiley (virtual)

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) (virtual), and Johnathan Strathdee (Manager of Legislative Services)

1. CALL TO ORDER

Mayor Fule called the July 3, 2024 Regular Council Meeting to order at 6:02 p.m.

1.1. Traditional Land Acknowledgement for the First Meeting in July (Sootaikisom)

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.

2. CONFIRMATION OF AGENDA

Resolution No. 154.07.24

Moved by Councillor Wegener

THAT Council adopt the July 3, 2024, Regular Council Meeting Agenda as presented.

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

AGAINST: None.

CARRIED

3. **PUBLIC HEARING**

3.1. **Land Use Bylaw Amending Bylaw No. 24-14 (Garden and Garage Suites)**

Mayor Fule opened the Public Hearing for Bylaw No. 24-14 being a bylaw to amend Land Use Bylaw No. 14-11 at 6:04 p.m.

Kate Bakun presented the bylaw on behalf of Administration.

No individuals spoke in favour of the bylaw.

The following individuals spoke in opposition to the bylaw:

- Claude Brown

The following individuals deemed affected spoke:

- Stephane Rainville

Mayor Fule closed the Public Hearing for Bylaw No. 24-14, being a bylaw to amend Land Use Bylaw No. 14-11 at 6:30 p.m.

4. **PUBLIC COMMENTS**

None.

5. **DELEGATIONS**

5.1. **RCMP Q4 Quarterly Report & 2024-2025 Policing Priorities**

Resolution No. 155.07.24

Moved by Councillor Peterson

THAT Council approve the 2024-2025 RCMP Policing Priorities for the Town of Strathmore.

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

AGAINST: None.

CARRIED

Councillor Peterson left the meeting at 6:37 p.m.

Councillor Peterson rejoined the meeting at 6:39 p.m.

6. **CONSENT AGENDA**

Resolution No. 156.07.24

Moved by Councillor Langmaid

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

7.1 Regular Council Meeting Minutes – June 19, 2024

10.2.1 WHMB Minutes - Regular Meeting – March 21, 2024

10.2.2 WHMB Minutes - Regular Meeting – April 18, 2024

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

AGAINST: None.

CARRIED

7. **CONFIRMATION OF MINUTES**

7.1. Regular Council Meeting Minutes – June 19, 2024

The following motion was adopted by the consent agenda:

THAT Council adopt the June 19, 2024 Regular Council Meeting Minutes as presented in Attachment I.

8. **BYLAWS**

8.1 Land Use Bylaw Amending Bylaw No. 24-14 (Garden and Garage Suites)

Resolution No. 157.07.24

Moved by Councillor Peterson

THAT Council give Second Reading to Bylaw No. 24-14, being a Bylaw to amend the Land Use Bylaw No. 14-11.

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

AGAINST: None.

CARRIED

Resolution No. 158.07.24

Moved by Councillor Langmaid

THAT Council give Third Reading to Bylaw No. 24-14, being a Bylaw to amend the Land Use Bylaw No. 14-11.

FOR: Mayor Fule, Councillor Langmaid, Councillor Mitzner, Councillor Montgomery, Councillor Peterson, and Councillor Wegener

AGAINST: Councillor Wiley

CARRIED

8.2. Fire Services Bylaw No. 24-10**Resolution No. 159.07.24**

Moved by Councillor Peterson

THAT Council give First reading to Bylaw 24-10, being the Fire Services Bylaw.

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

AGAINST: None.

CARRIED

Resolution No. 160.07.24

Moved by Councillor Wegener

THAT Council give Second reading to Bylaw 24-10, being the Fire Services Bylaw.

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

AGAINST: None.

CARRIED

Resolution No. 161.07.24

Moved by Councillor Langmaid

THAT Council give unanimous consent to give Third and Final reading to Bylaw 24-10, being the Fire Services Bylaw.

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

AGAINST: None.

CARRIED

Resolution No. 162.07.24

Moved by Councillor Peterson

THAT Council give Third reading to Bylaw 24-10, being the Fire Services Bylaw.

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

AGAINST: None.

CARRIED

9. **BUSINESS**

9.1. **WHMB Letter of Support**

Resolution No. 163.07.24

Moved by Councillor Peterson

THAT Council rescind Resolution No. 085.04.23;

AND THAT Council amend Resolution No. 071.04.24 to delete: "AND THAT the design work payment is contingent on all Wheatland Housing Management Body funding partners also authorizing payment for their proportionate share of the design work."

FOR: Mayor Fule, Councillor Langmaid, Councillor Mitzner, Councillor Peterson, and Councillor Wegener

AGAINST: Councillor Montgomery and Councillor Wiley

CARRIED

Resolution No. 164.07.24

Moved by Councillor Wegener

THAT Council approve the Town of Strathmore's funding requirement, per the Wheatland Housing Management Body's funding formula, for development of the new 120-unit Wheatland Lodge per the April 2024 pro forma prepared by Wheatland Housing Management Body's consultant, specifically THAT the Town of Strathmore's capital cash requisition to the Wheatland Housing Management Body will not exceed \$566,625, without subsequent Council approval, excepting for any increase resulting from: a lower average value of the land appraisals than the current estimated land value of \$1,400,00 for the site for the new Wheatland Lodge, currently owned by the Town of Strathmore.

AND THAT Council direct Administration to transfer the land title of the 4.93 acre parcel, identified as Plan 2210023, Block 3, Lot 7 in Strathmore, Alberta (the Project Site), from the Town of Strathmore to Wheatland Housing Management Body in the future at a mutually agreed date prior to commencement of construction.

AND THAT Council amend the 2024 Capital Budget to approve up to \$100,000 from the Affordable Housing Reserve and direct Administration to include an

additional \$100,000 in the 2025 Capital Budget (for a total of \$200,000 overall) for incremental costs, solely borne by the Town of Strathmore, for contamination mitigation at the Project Site to meet regulatory requirements for the intended land use.

AND THAT Council direct the Chief Administrative Officer to request the Wheatland Housing Management Body to continue to develop the risk mitigation strategies presented to-date, evaluate additional risk mitigation strategies, and present the results of this work to Council at an appropriate time in the future.

FOR: Mayor Fule, Councillor Langmaid, Councillor Mitzner, Councillor Peterson, and Councillor Wegener

AGAINST: Councillor Montgomery and Councillor Wiley

CARRIED

Councillor Peterson called Point of Order due to the discussion being unrelated to the motion.

Mayor Fule ruled in favor of the point of order.

Resolution No. 165.07.24

Moved by Councillor Peterson

THAT Council authorize Mayor Fule to sign the WHMB Letter of Support as presented in Attachment I.

FOR: Mayor Fule, Councillor Langmaid, Councillor Mitzner, Councillor Peterson, and Councillor Wegener

AGAINST: Councillor Montgomery and Councillor Wiley

CARRIED

Resolution No. 166.07.24

Moved by Councillor Langmaid

THAT Council adjourn the July 3, 2024 Regular Council Meeting at 8:55 p.m. for eight minutes.

FOR: Mayor Fule, Councillor Langmaid, Councillor Mitzner, Councillor Peterson, and Councillor Wegener

AGAINST: Councillor Montgomery and Councillor Wiley

CARRIED

Mayor Fule reconvened the July 3, 2024 Regular Council Meeting at 9:05 p.m.

Resolution No. 167.07.24

Moved by Councillor Wegener

THAT Council move In Camera to discuss items related to FOIP;

AND THAT the meeting be extended to 10:30 p.m.

WITHDRAWN

Resolution No. 168.07.24

Moved by Councillor Wegener

THAT Council recess the July 3, 2024 Regular Council Meeting;

AND THAT Council extend the meeting until 10:45 p.m.

FOR: Councillor Mitzner, Councillor Peterson, and Councillor Wegener

AGAINST: Mayor Fule, Councillor Langmaid, Councillor Montgomery, and Councillor Wiley

DEFEATED

Resolution No. 169.07.24

Moved by Councillor Montgomery

THAT Council direct administration to produce a report of the potential budget implications of the lodge and hospice in the first 5 years of operation, based on the information from the WHMB consultant's forecast where the lodge takes 3 years to fill, and under the assumption that the hospice does not secure provincial funding.

FOR: Councillor Montgomery and Councillor Wiley

AGAINST: Mayor Fule, Councillor Langmaid, Councillor Mitzner, Councillor Peterson, and Councillor Wegener

DEFEATED

Resolution No. 170.07.24

Moved by Councillor Montgomery

THAT Council direct administration to report to council on the agreements related to funding obligations of the WHMB for capital projects, and reserve contributions, in order to provide clear details about what our proportional share of upcoming projects will look like.

FOR: Councillor Montgomery and Councillor Wiley

AGAINST: Mayor Fule, Councillor Langmaid, Councillor Mitzner, Councillor Peterson, and Councillor Wegener

DEFEATED

10. COUNCILLOR INFORMATION & INQUIRIES

10.1. QUESTIONS BETWEEN COUNCILLORS AND COUNCIL STATEMENTS

Councillor Montgomery posed a question to Councillor Peterson about Wheatland Housing Management Body's funding and budgets.

Councillor Montgomery inquired as to the Consultant's level of comfort with the WHMB's project.

10.2. BOARD AND COMMITTEE REPORTS

10.2.1. WHMB Minutes – Regular Meeting – March 21, 2024

10.2.2. WHMB Minutes – Regular Meeting – April 18, 2024

10.3. QUESTION AND ANSWER PERIOD

None.

10.4. ADMINISTRATIVE INQUIRIES

None.

10.5. NOTICES OF MOTION

10.5.1. Racial Equality Review - Councillor Montgomery

Resolution No. 171.07.24

Moved by Councillor Montgomery

THAT Council direct administration to review their current systems, policies, and practices to ensure that the Town of Strathmore will not consider, inquire about, or use an individual's race, ethnicity, cultural background, or colour; to determine eligibility for services or grants, or in the provision of services and grants, or the charging and collection of fees.

FOR: None.

AGAINST: Mayor Fule, Councillor Langmaid, Councillor Mitzner, Councillor Montgomery, Councillor Peterson, Councillor Wegener, and Councillor Wiley

DEFEATED

11. CORRESPONDENCE

None.

Resolution No. 172.07.24

Moved by Councillor Langmaid

THAT Council defer the following item to the July 10, 2024 Committee of the Whole Meeting:

12.1 Advocacy Strategy Discussion – Advice from officials – FOIP S. 24(1)(a)

AND THAT Council delete the following item off the agenda:

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

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

AGAINST: None.

CARRIED

12. CLOSED MEETING

None.

13. ADJOURNMENT

Mayor Fule adjourned the July 3, 2024 Regular Council Meeting at 10:20 p.m.

Mayor

Director of Strategic,
Administrative, and Financial Services



Request for Decision

To: Council

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

Date Prepared: July 4, 2024

Meeting Date: July 17, 2024

SUBJECT: Taxi Bylaw No. 24-06

RECOMMENDATION: THAT Council give First reading to Bylaw 24-06, being the Taxi Bylaw.

THAT Council give Second reading to Bylaw 24-06, being the Taxi Bylaw.

THAT Council give unanimous consent to give Third and Final reading to Bylaw 24-06, being the Taxi Bylaw.

THAT Council give Third reading to Bylaw 24-06, being the Taxi Bylaw.

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. Updating the Taxi Bylaw is necessary to ensure it complies with current practices and eliminates any ambiguity within the bylaw.

SUSTAINABILITY

ECONOMIC SUSTAINABILITY:

N/A

SOCIAL SUSTAINABILITY:

N/A

ENVIRONMENTAL SUSTAINABILITY:

N/A

IMPLICATIONS OF RECOMMENDATION:

GENERAL:

This bylaw has been in place since Fall 2016 and was set to be reviewed by Administration, as per the current practice.

Administration had identified several grammatical changes that would provide greater clarity for taxi operators and staff regarding the regulation of this bylaw.

ORGANIZATIONAL:

There should be minimal impact to Administration as the proposed changes are grammatical in nature and would provide better clarity for the regulation of this bylaw.

OPERATIONAL:

Administration has identified changes to the bylaw to eliminate any ambiguity within the bylaw for the taxi operators as well as staff. Even so, Administration feels there will be minimal impact based on the proposed changes.

FINANCIAL:

There are no financial implications at this time, but additional costs may arise in the future.

POLICY:

Moving forward, this bylaw should be reviewed as per the current practice (3-5 years) or as necessary. The proposed changes would ensure alignment current practices.

IMPLEMENTATION:

Should Council approve the changes to this bylaw, Administration will ensure internal and external stakeholders (i.e. taxi companies) are aware of the updated bylaw.

BACKGROUND:

The Taxi Bylaw was approved by Council in 2016 and as part of the current practice on reviewing policies and bylaws, Administration has identified this bylaw as it no longer aligns with current practices. Updates will provide additional clarity to the public, operators, and staff.

Administration met with representatives from Strathmore Taxi and Wheatland Taxi to discuss the proposed changes to the bylaw. While both companies agreed with most of the proposed changes, both expressed concerns with the requirement for First Aid and CPR training for drivers (section 4.4), as this requirement is unique to Strathmore.

In November 2022, representatives from Strathmore Taxi and Wheatland Taxi appeared as a delegation to discuss the Taxi Bylaw and the possibility of establishing a moratorium on new taxi licenses.

At the June 12th Committee of the Whole meeting, Administration presented the proposed changes to the bylaw:

- New definitions for Caregiver, Peace Officer, Public Conveyance, and Taxi.
- Revisions to Broker License section – grammatical change
- Revisions to the Chauffeur License section – giving more clarity and requiring certification approval for First Aid/CPR.
- Revisions to Mechanical Inspections section – to ensure regular inspections
- Updated Penalties table

As directed by Council, the bylaw includes the following changes:

- Revisions to Broker License section - Deleted section on a dispatch system.
- Revisions to the Chauffeur License section – Deleted section regarding mandatory First Aid/CPR training.
- Revisions to the Vehicle Provisions section – Additions and deletions about the cleanliness and operational state of vehicles.

*Please see Attachment I for a summary of all the changes to the bylaw.

KEY ISSUE(S)/CONCEPT(S):

This bylaw is outdated and needs revisions to align with current practices.

DESIRED OUTCOMES:

The updated Taxi Bylaw would provide clear and concise regulations for the public, current and future taxi operators, and staff.

COMMUNICATIONS:

If this motion is supported, Administration will communicate the changes to the taxi companies.

ALTERNATIVE ACTIONS/MOTIONS:

1. Council may provide further direction.
2. Council may direct Administration to prepare a bylaw to repeal bylaw, 16-14 (resulting in no bylaw governing taxis).

ATTACHMENTS:

[Attachment I: Taxi Bylaw Summary - July 2024](#)

[Attachment II: Taxi Bylaw 24-06 - Clean](#)

[Attachment III: Taxi Bylaw 24-06 - Red-lined](#)

[Attachment IV: Taxi Bylaw 16-14](#)

Kara Rusk, Director of Strategic, Administrative, and Financial Services

Approved
- 12 Jul
2024

Taxi Bylaw Review

The Taxi Bylaw has not been reviewed since its adoption in 2016. The revisions are necessary to bring the bylaw to reflect current practices and terminology. Below is a quick reference to the changes to the existing bylaw and proposed changes outlined in the chart below.

Summary of Changes:

- **Definitions section:** The table below illustrates the specific definitions that have been revised.
- **Broker License:** Grammatical changes and the removal of a dispatch system.
- **Chauffer License:** Changes to ensure expired or suspended licenses are noted to staff, removing the need for Chauffeurs to re-apply and supply documents, and removing the requirement for CPR and First Aid.
- **Mechanical Inspections:** Changes to ensure compliance with regular vehicle inspections.
- **Vehicle Provisions:** Changes to
- **Schedule A – Penalties:** Changes to the table to include minimum and specified penalties.

Bylaw Section	Proposed New Wording (or description of change)	Replaces (or Deletes)	Rationale for Changes
Definitions: Caregiver	“Caregiver” means an individual who provides care or support to another individual, in return for compensation, which may include transportation to and from medical appointments and shopping assistance.	New addition	This change clarifies the meaning of caregiver.
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.	“Peace Officer” means any member of the Royal Canadian Mounted Police, a Peace Officer, a Community Peace Officer and a Bylaw Enforcement Officer of the Town.	This change brings consistency throughout all bylaws.

Taxi Bylaw Review

Bylaw Section	Proposed New Wording (or description of change)	Replaces (or Deletes)	Rationale for Changes
Definitions: Public Conveyance	"Public Conveyance" means a Taxi, Limousine or any other service (excluding Registered Non-Profit Programs and Services and Caregiver) that is used to convey persons for a fee;	"Public Conveyance" means a Taxi, Limousine or any other service (excluding Registered Non-Profit Programs and Services) that is used to convey persons for a fee;	To exclude "Caregiver" from this definition.
Definitions: Taxi	"Taxi" means a vehicle used to convey persons for a fee (excluding vehicles being used in respect of Registered Non-Profit Programs and Services and Caregiver);	"Taxi" means a vehicle used to convey persons for a fee (excluding vehicles being used in respect of Registered Non-Profit Programs and Services);	To exclude "Caregiver" from this definition.
Broker License: Section 3.7	Every Broker shall, no later than the 3 rd day of each month, deliver to the Chief License Inspector a list of Chauffeurs employed by that person as of the last day of the preceding month.	Every Broker shall, not later than the 3 rd day of each month, deliver to the Chief License Inspector a list of Chauffeurs employed by that person as of the last day of the preceding month.	Grammatical change.
Broker License: Section 3.8	Delete section	N/A	As directed by Council, this section has been deleted.

Taxi Bylaw Review

Bylaw Section	Proposed New Wording (or description of change)	Replaces (or Deletes)	Rationale for Changes
Chauffeur License: Section 4.3	Every Broker shall, ensure that each Chauffeur employed in operating any Public Conveyance is in possession of a current Class 4 Alberta driver's license and a Chauffeur license. In the event the Alberta provincial license is suspended or voided, the Chief License Inspector must be informed within five (5) working days and the Chauffeur license is also suspended or voided. The onus is on the Broker to produce updated licenses upon expiration or suspension to the Chief License Inspector.	Every Broker shall, ensure that each Chauffeur employed in operating any Public Conveyance is in possession of a current Class 4 Alberta driver's license and a Chauffeur license. In the event the Alberta provincial license is suspended or voided, the Chief License Inspector must be informed within five (5) working days and the Chauffeur license is also suspended or voided.	This change puts the responsibility on the Broker to ensure that expired or suspended licenses are brought to the attention of the Chief License Inspector; reminders will not be provided.
Chauffeur License: Section 4.4	Delete section	N/A	As directed by Council, this section has been deleted.
Chauffeur License: Section 4.7	If a Chauffeur License is lost, misplaced, or stolen, the Chauffeur must report this to the Chief License Inspector within five (5) working days.	If a Chauffeur License is lost, misplaced, or stolen, the Chauffeur must report this to the Chief License Inspector within five (5) working days. In order to obtain a replacement, the person must re-apply with a current driver's abstract and Criminal Record Check.	Removes the need for Chauffeurs to re-apply and supply documents.

Taxi Bylaw Review

Bylaw Section	Proposed New Wording (or description of change)	Replaces (or Deletes)	Rationale for Changes
Taxi License: Section 6.1	No Public Conveyance shall operate in the Town unless that Public Conveyance is in possession of a valid Town Taxi License (excluding Registered Non-Profit Programs and Services, and Caregiver).	No Public Conveyance shall operate in the Town unless that Public Conveyance is in possession of a valid Town Taxi License.	To exclude "Registered Non-Profit Caregiver" from this definition.
Mechanical Inspections: Section 10.2	Failure of the Broker to obtain a valid Mechanical Inspection Certificate for a Public Conveyance causing the taxi license to expire, the taxi will be taken out of service immediately.	Failure of the Owner to obtain a valid Mechanical Inspection Certificate for a Public Conveyance may result in a suspension or cancellation of a Public Conveyance	Ensures compliance with vehicle inspections.
Mechanical Inspections: Section 10.4	The Licensee shall ensure that each Public Conveyance is inspected by the Chief License Inspector within the first seven days of February for compliance with this Bylaw and the requirements established by the Chief License Inspector from time to time.	The Licensee shall ensure that each Public Conveyance is inspected by a Peace Officer every six (6) months for compliance with this Bylaw and the requirements established by the Chief License Inspector from time to time.	Ensures that vehicles are inspected annually.
Mechanical Inspections: Section 10.7	Failure to complete a vehicle inspection or attend to have a vehicle inspection conducted will result in suspension or cancellation of the Taxi License of the Motor Vehicle in question.	Failure to complete a vehicle inspection or attend to have a vehicle inspection conducted may result in suspension or cancellation of the Taxi License of the Motor Vehicle in question.	Ensures compliance with vehicle inspections.

Taxi Bylaw Review

Bylaw Section	Proposed New Wording (or description of change)	Replaces (or Deletes)	Rationale for Changes
Vehicle Provisions: Section 11.1	a) the interior and exterior of the vehicle must be kept i. clean; ii. free of damage; iii. free of hazards that may stain or tear the clothing or possessions of a passenger; iv. free of garbage; v. free of noxious odours; vi. free of materials that may impair the Driver's vision; and vii. free of materials that give the impression of an unkept appearance.	Delete subsection 11.1 a through h.	As directed by Council, the changes were made to less onerous for operators.
Schedule A – Penalties	See new table		To include minimum and specified penalties.



BYLAW NO. 24-06
OF THE TOWN OF STRATHMORE
IN THE PROVINCE OF ALBERTA

BYLAW NO. 24-06
OF THE TOWN OF STRATHMORE
IN THE PROVINCE OF ALBERTA

BEING A BYLAW TO PROVIDE FOR MUNICIPAL ELECTIONS IN THE TOWN OF STRATHMORE.

WHEREAS the *Local Authorities Election Act*, RSA 2000, Chapter L-21, as amended (the "Act"), provides for the holding of local elections by municipalities;

AND WHEREAS pursuant to Sections 7 and 8 of the Municipal Government Act, R.S.A. c.M-26, Council may pass bylaws for municipal purposes that regulate matters affecting the safety, health and welfare of people and the protection of people and property, or in relation to people, activities and things in, on or near a public place that is open to the public;

NOW THEREFORE, the Municipal Council of the Town of Strathmore, in the Province of Alberta, duly assembled, **ENACTS AS FOLLOWS:**

1. SHORT TITLE

1.1 This bylaw may be cited as the "Taxi Bylaw".

2. DEFINITIONS

2.1 In this Bylaw:

- a) **"Application"** means a written application for a Broker License, Taxi License, or Chauffeur License and includes an application to renew, transfer or amend any of the above-noted licenses;
- b) **"Broker"** means an individual or company who owns and operates a business providing Taxi or Limousine service;
- c) **"Broker License"** means a license issued to a Broker;
- d) **"Business"** means a person, partnership or corporation involved in the provision of goods or services to consumers in exchange for other goods, services, or money;

"Business Location" means the premises used or occupied by any person in the conduct of a business;

- e) **"Caregiver"** means an individual who provides care or support to another individual, in return for compensation, which may include transportation to and from medical appointments and shopping assistance.
- f) **"Chauffeur"** means a person who is licensed to drive a Taxi or Limousine;
- g) **"Chief License Inspector"** means the Senior Peace Officer, or the designate of that person;
- h) **"Criminal Record Check"** means a criminal record check obtained from the Royal Canadian Mounted Police or another Police Services in the Province of Alberta;
- i) **"Driving Record"** means the driving record of a motor vehicle driver issued by or under the authority of the Province of Alberta;
- j) **"Garage"** means a facility licensed to repair motor vehicles that has been certified by the Chief License Inspector for the purposes of this Bylaw;
- k) **"Limousine"** means a vehicle used in the operation of a Limousine Service;
- l) **"Limousine Service"** means a vehicle used to convey persons for a fee, where such vehicle is a full size luxury class vehicle with at least four doors and having standard seating capacity for at least five (5) adult persons excluding the Chauffeur (excluding vehicles being used in respect of Registered Non-Profit Programs and Services);
- m) **"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.
- n) **"Person"** means a natural person or a body corporate and includes a partnership, a group of persons acting in concert, or an association, unless the context explicitly or by necessary implication otherwise requires;

- o) **"Public Conveyance"** means a Taxi, Limousine or any other service (excluding Registered Non-Profit Programs and Services and Caregiver) that is used to convey persons for a fee;
- p) **"Public Conveyance License Inspector"** means a License Inspector employed by the Town, a Peace Officer and, where the context permits, includes the Chief License Inspector;
- q) **"Registered Non-Profit Programs and Services"** means
 - (i) a program or service operated by a non-profit company for a purpose other than the acquisition of gain pursuant to the *Societies Act (Alberta)* or the *Canada Not for Profit Corporations Act*;
 - (ii) a program or service operated by a non-profit company for a purpose other than the acquisition of gain pursuant to the *Charitable Fund-raising Act (Alberta)* or a federally registered charity; or
 - (iii) a program or service providing care to persons who require personal assistance and:
 - a. the provision of transportation is not the primary business of the person providing the service; and
 - b. no compensation is directly charged or collected for the transportation portion of the service, excepting reimbursement for out-of-pocket expenses.
- r) **"Service Animal"** means an animal that has been trained and certified to assist a person with disabilities;
- s) **"Taxi"** means a vehicle used to convey persons for a fee (excluding vehicles being used in respect of Registered Non-Profit Programs and Services and Caregiver);
- t) **"Taxi License"** means a license issued pursuant to the provisions of this Bylaw;
- u) **"Town"** means The Town of Strathmore, a municipal corporation in the Province of Alberta and includes the area contained within the boundaries of the municipality where the context requires;
- v) **"Violation Ticket"** means a violation ticket as defined in the Provincial Offenses Procedures Act (Alberta).

- w) **“Wheelchair Accessible Vehicle”** means a vehicle that has been modified so that individuals in wheelchairs can get into the vehicle without having to get out of the chair.

3. BROKER LICENSE

- 3.1 No Broker shall operate a Public Conveyance service in the Town unless that Broker is in possession of a valid Town business license.
- 3.2 No Broker shall operate a Public Conveyance service in the Town unless that Broker is in possession of a valid Town Broker License.
- 3.3 All Broker Licenses shall expire at midnight on January 31st of each year.
- 3.4 An applicant for a Broker License, shall provide to the Chief License Inspector:
 - (a) a list of the motor vehicles to be used by the applicant;
 - (b) a list of all Chauffeurs to be employed or engaged by the applicant or otherwise used in the applicant’s business, including their full names, addresses and Alberta driver’s license numbers;
 - (c) the Broker License fee as set out in Schedule “I” of the Town of Strathmore Fees Bylaw No. 13-21 and amendments thereto; and
 - (d) any other information required by the Chief License Inspector.
- 3.5 A Broker shall inform the Chief License Inspector within seventy-two (72) hours of any addition to or deletion from either list furnished as defined in Section 3.4(a) and (b) of this bylaw.
- 3.6 No Chauffeur’s licenses will be issued to drivers unless the Chief Inspector has been made aware of changes to the list of chauffeurs as defined in section 3.4(b) of this bylaw.
- 3.7 Every Broker shall, not later than the 3rd day of each month, deliver to the Chief License Inspector a list of Chauffeurs employed by that person as of the last day of the preceding month.

- 3.8 No Broker shall charge a fee over and above their set rate to any person solely because of his/her race, colour, creed, sexual orientation or disability as indicated within the *Canadian Charter of Rights and Freedoms*.
- 3.9 A Broker shall at all times ensure that all Public Conveyances owned by or affiliated with that person's business are smoke free, clean, in good condition, and mechanically maintained so as to be safe and suitable for use by the public.

4. CHAUFFEUR LICENSE

- 4.1 No Person shall operate a Public Conveyance in the Town of Strathmore unless that person is in Possession of a valid Chauffeur License issued by the Town.
- 4.2 All Chauffeur Licenses shall expire at midnight of January 31st of each year.
- 4.3 Every Broker shall, ensure that each Chauffeur employed in operating any Public Conveyance is in possession of a current Class 4 Alberta driver's license and a Chauffeur license. In the event the Alberta provincial license is suspended or voided, the Chief License Inspector must be informed within five (5) working days and the Chauffeur license is also suspended or voided. The onus is on the Broker to produce updated licenses upon expiration or suspension to the Chief License Inspector.
- 4.4 No person shall operate a Wheel Chair Accessible Vehicle without the required training as determined by the Chief License Inspector.
- 4.5 No person shall operate a Public Conveyance unless his or her Chauffeur License is openly and prominently displayed at all times in the vehicle in such a manner as to be visible to passengers.
- 4.6 If a Chauffeur License is lost, misplaced, or stolen, the Chauffeur must report this to the Chief License Inspector within five (5) working days.
- 4.7 In determining whether to issue a Chauffeur License, the Chief License Inspector shall request a Driver's Abstract and Criminal Records Check for each Chauffeur and any other information as determined by the Chief License Inspector.
- 4.8 In determining the suitability of an applicant to operate a Public Conveyance, the Chief License Inspector shall consider the driving record, criminal record, character and state of health of any applicant for a Chauffeur License and shall, in his sole discretion, approve, refuse or revoke the same.

4.9 No Chauffeur License or renewal shall be issued to any person who:

- (a) has been convicted under the *Criminal Code of Canada* within the five (5) year period immediately preceding the date of application of:
 - i) a sexual offence of offence relating to the corruption of public morals;
 - ii) an offence relating to homicide, assault, kidnapping, arson or abduction;
 - iii) an offence relating to robbery or extortion; and
 - iv) an offence of criminal negligence, dangerous driving, impaired driving, operating a motor vehicle with a blood alcohol content over eighty (80)mg per one hundred (100) ml of blood, refusing to provide samples of breath or driving whilst his or her driver's license is suspended.
- (b) has been convicted under the *Criminal Code of Canada*, or the *Controlled Drugs and Substances Act* or any successor legislation within the five (5) year period immediately preceding the date of application, of any offence not described in subsection 4.7 (a);
- (c) has been charged with any offence under the *Criminal Code of Canada* or the *Controlled Substances Act* until the charge has been withdrawn or the matter is otherwise dealt with in a manner which does not result in a conviction;
- (d) in the opinion of the Chief License Inspector, has been convicted of an excessive number of offences under the Traffic Safety Act, or any successor legislation, and/or any Bylaw of the Town;
- (e) has received three (3) complaints that are in contravention of this bylaw and that have been determined justified by the Chief License Inspector in any twelve (12) month period.

4.10 When an individual with an existing Chauffeur License has been charged with an offence under the *Criminal Code of Canada* or the *Controlled Substances Act*:

- (a) the individual shall forthwith notify the Chief License Inspector of the charges;
- (b) upon receiving notification of the charges, the Chief License Inspector shall suspend the Chauffeur's License of the individual until the charge

has been withdrawn or the matter is otherwise dealt with in a manner which does not result in a conviction.

- 4.11 A person applying for a Chauffeur License must have either resided within the Town for at least thirty (30) days or be able to demonstrate geographic knowledge of the Town to the satisfaction of the Chief License Inspector.

5. BROKER/CHAUFFEUR RESPONSIBILITIES

- 5.1 No Chauffeur License will be issued unless currently employed by a recognized licensed Broker in the Town. If the driver becomes unemployed by a licensed Broker, the license becomes void and he/she must surrender the Taxi license to the Chief License Inspector within five (5) days of unemployment.
- 5.2 The Chauffeur of each Public Conveyance in the Town shall:
- (a) have a reasonable knowledge of the Town;
 - (b) be neat and clean in person and dress;
 - (c) be civil and well behaved to any passenger being transported;
 - (d) promptly keep all appointments or engagements and shall not knowingly accept any engagements that he or she is incapable of fulfilling;
 - (e) maintain a log book showing:
 - i) time and date he/she starts operating the vehicle;
 - ii) time and date when each customer is picked up;
 - iii) the location at which each customer is picked up;
 - iv) the destination at which each customer is discharged;
 - v) total number of trips taken during each shift; and
 - vi) time his/her shift ends.
 - (f) take proper care of all baggage and personal property delivered to him or her for conveyance and shall deliver such property as directed;
 - (g) after delivering a passenger to his or her destination, inspect the vehicle to determine whether or not the passenger has left any property and, if property is found, take all reasonable steps to return it to the owner;

- (h) deliver to the local RCMP detachment within forty-eight (48) hours all property whose owner is unknown;
- (i) not transport a greater number of passengers than the vehicle manufacturer's recommended capacity;
- (j) not consume alcohol or drugs of any kind (besides those prescribed by a medical doctor) while on duty;
- (k) not knowingly, or negligently misinform or deceive any person as to:
 - i) the time, place, arrival or departure of any Public Conveyance; or
 - ii) location of any place, structure or building;
- (l) drive all passengers (unless otherwise directed) to their destinations by the most direct route practicable;
- (m) whenever requested by a passenger, issue a receipt for the amount of the fare paid such passenger;
- (n) not refuse to serve any person solely because of his race, colour, creed, sexual orientation or disability;
- (o) be able to refuse service to a passenger if the passenger is impaired by alcohol or drugs; requests that the Chauffeur carry an animal in the Taxi, other than an animal that is a Service Animal; insists on smoking or persists in smoking in the Taxi; or is disorderly or abusive to the Chauffeur;
- (p) working ability in the English language;
- (q) transport passengers safely within the scope of the *Traffic Safety Act*; and
- (r) in the case of an emergency call 911.

5.3 Every Broker or Chauffeur shall, upon being requested by a License Inspector, advise the address of any place to or from which any passenger has been driven.

5.4 Upon the request of a License Inspector, a Broker shall advise the name and address of the Chauffeur of any Taxi owned by him or her at any particular time.

- 5.5 No Broker or Chauffeur shall have or permit to be installed a radio scanner or similar device capable of monitoring the radio signals of any other Broker in a dispatch office or other location or carried in any Taxi.
- 5.6 Every Broker or Chauffeur shall report to the Chief License Inspector any collision causing damage to his or her vehicle no later than seventy-two (72) hours after the collision. In the event the vehicle is deemed to be unfit for service by the Chief License Inspector, the Taxi License shall be suspended until such time as any physical damage to the vehicle has been repaired and a mechanical inspection attesting to the roadworthiness of the vehicle has been provided to and accepted by the Chief License Inspector.
- 5.7 Notwithstanding any other provision of this Bylaw, a Public Conveyance in respect of which there is not a valid Taxi License, may be operated in the Town provided that:
 - (a) the passenger or passengers in the Taxi are picked up at a location outside of the Town; and
 - (b) the operation of the Taxi carrying passengers in the Town is restricted to proceeding directly from the place where the Taxi enters the Town to the location(s) where all passengers are dropped off.
- 5.8 A Broker or Chauffeur of a Taxi may refuse service to any person who is known to habitually order taxi service and subsequently is unable to pay and who refuses to make payment in advance.

6. TAXI LICENSES

- 6.1 No Public Conveyance shall operate in the Town unless that Public Conveyance is in possession of a valid Town Taxi License (excluding Registered Non-Profit Programs and Services, and Caregiver)
- 6.2 All Taxi Licenses shall expire at midnight on January 31st of each year.
- 6.3 An applicant for a Taxi License shall provide to the Town:
 - (a) the name of the registered owner and proof of registration of each vehicle to be licensed for use in the business;
 - (b) proof that each vehicle is insured as required by the Province of Alberta and carry a minimum amount of \$2,000,000.00 Liability Insurance;

- (c) a mechanical fitness report with respect to each vehicle in the form prescribed by the Chief License Inspector, completed by a licensed mechanic at a licensed garage approved by the Chief License Inspector within the period of two (2) weeks prior to the date of the application;
 - (d) the Taxi License fee as set out in Schedule "I" of the Town of Strathmore Fees Bylaw No. 13-21" and amendments thereto; and
 - (e) any other information required by the Chief License Inspector.
- 6.4 A Taxi License shall be affixed to the Public Conveyance in the manner prescribed by the Chief License Inspector and no person shall use a Taxi License or allow it to be used by any other person or with respect to any vehicle other than the one for which the Taxi License was issued.
- 6.5 Sale of Vehicles to another Licensed Broker
- (a) Should a licensed Broker desire to purchase another vehicle (from another licensed Broker) previously licensed in the Town, the purchasing Broker shall deliver to the License Inspector, the identification tag number issued and the information concerning the vehicle to be substituted including:
 - i) Mechanical Fitness Report
 - ii) Evidence of Registration
 - iii) Evidence of Insurance
 - iv) Such other information as the License Inspector may reasonably require to ensure conformity with this Bylaw.
 - (b) When the Chief License Inspector is satisfied that the motor vehicle proposed to be added complies with this Bylaw and is safe, fit and suitable for use and that the above conditions have been met, she shall, upon payment by the Broker of the fee required in Schedule "I" of the Town of Strathmore Fees Bylaw No. 13-21 and amendments thereto, make changes to the vehicle record.

7. TAXI IDENTIFICATION

7.1

- (a) A Broker of a taxi service shall register with the Town, the company logo of the Taxis operated by that Broker; and

- (b) The Chief License Inspector may reject a logo, in his or her opinion, it would be likely to deceive any person or cause confusion because it is similar to a logo previously adopted by any other Broker of a taxi service.

7.2 Each Taxi shall:

- (a) prominently display on both sides of its exterior the name, phone number, and logo of the Broker which shall be permanently affixed;
- (b) prominently display on both sides of the exterior of the Taxi a Taxi identification number in lettering not less than five (5) centimetres in height;
- (c) display on its roof a permanently affixed illuminable dome light; and
- (d) display on each rear door window, in a format approved by the Chief License Inspector, the current Taxi fares and acceptable methods of payment.

7.3 No Person shall operate a Taxi in the Town with the logo of a Broker that such person does not work for or is not affiliated with.

7.4 If a vehicle licensed as a Taxi ceases to be licensed as a Taxi for any reason, its owner shall ensure that all markings of any kind upon or within it, which serve to identify it as a Taxi, are removed within seven (7) days of the date on which it ceases to be licensed as a Taxi.

8. TAXI ADVERTISING

8.1 Advertising material on Taxis shall be restricted to roof top advertising display units or rear window advertising provided that:

- (a) signs must be standard manufactured units;
- (b) illumination of advertising shall not exceed forty (40) watts of power and is non-flashing;
- (c) advertising messages do not exceed forty (40) centimetres in height;
- (d) advertising is appropriate and in good taste and approved by the Chief License Inspector; and

- (e) perforated vinyl window film is used on the rear window and has the approval of the Chief License Inspector prior to installation of window film.

9. LIMOUSINES

- 9.1 No person operating a Limousine shall operate on a fixed or regularly recurring scheduled route (similar to one a bus would follow).
- 9.2 No Broker or Limousine Chauffeur shall:
 - (a) park his or her Limousine in any taxi stand for the purpose of soliciting or obtaining passengers;
 - (b) cruise roads in the Town looking for passengers; or
 - (c) affix any advertising to the body of any Limousine.
- 9.3 The Chauffeur of a Limousine shall always have a current written contract that was previously arranged with a client and shall produce the contract upon demand of a License Inspector.

10. MECHANICAL INSPECTIONS

- 10.1 A Person shall not operate, cause or permit the Operation of a Public Conveyance unless a valid Mechanical Inspection Certificate has been issued for that Public Conveyance.
- 10.2 Failure of the Owner to obtain a valid Mechanical Inspection Certificate for a Public Conveyance causing the taxi license to expire, the taxi will be taken out of service immediately.
- 10.3 Every Public Conveyance shall be inspected at least once every six (6) months by a Licensed Mechanic at a Licensed Garage that has been approved by the Chief Licence Inspector.
 - (a) All costs associated with mechanical inspections shall be borne by the Owner of the Motor Vehicle.
- 10.4 The Licensee shall ensure that each Public Conveyance is inspected by the Chief License Inspector within the first seven days of February for compliance with this Bylaw and the requirements established by the Chief License Inspector from time to time.

- 10.5 The Licensee or Driver of a Public Conveyance must at all times at the request of a Peace Officer produce a satisfactory Vehicle Inspection Certificate, which certificate must show that such vehicle inspection was successfully completed within the six (6) months immediately preceding.
- 10.6 Upon the direction of a Peace Officer or the Chief License Inspector, the Licensee named on a Public Conveyance shall provide for inspection the Motor Vehicle for which the Public Conveyance was issued at the time and location specified by the Peace Officer or Chief License Inspector.
- 10.7 Failure to complete a vehicle inspection or attend to have a vehicle inspection conducted will result in suspension or cancellation of the Taxi License of the Motor Vehicle in question.

11. VEHICLE PROVISIONS

- 11.1 Every Broker shall ensure that every vehicle is maintained in good repair in accordance with the following requirements:
 - (a) the interior and exterior of the vehicle must be kept
 - i. clean;
 - ii. free of damage;
 - iii. free of hazards that may stain or tear the clothing or possessions of a passenger;
 - iv. free of garbage;
 - v. free of noxious odours;
 - vi. free of materials that may impair the Driver's vision; and
 - vii. free of materials that give the impression of an unkept appearance.
 - (b) all wheels shall have, where equipped, appropriate and matching rims and hubcaps in good condition or alloy wheels;
 - (c) front and rear bumpers and grill of the vehicle shall be in good condition and affixed properly;
 - (d) the vehicle shall be equipped with a spare tire in good condition and all tools and equipment required to change a tire; and
 - (e) all decals, licences and notices required by this Bylaw shall be properly placed, intact, clean and visible without obstruction.
- 11.2 Every Public Conveyance shall be equipped with tires specifically designed by the manufacturer for winter use, of a brand and model approved by the Chief Licence Inspector, from November 1 to April 30.

11.3 All Vehicles shall be equipped with a child car seat anchoring device that meets the specifications for child car safety seat anchoring devices as required by the Federal *Motor Vehicle Safety Regulations* and the *Motor Vehicle Restraint Systems and Booster Seat Safety Regulations*.

- (a) The anchoring device shall be:
 - (i) installed in accordance with the manufacturer's instructions; and
 - (ii) available for use at all times by a passenger.
- (b) Nothing in this Bylaw obligates a Driver to:
 - (i) provide a passenger with a child car safety seat;
 - (ii) attach a child car safety seat to the anchoring device;
 - (iii) make any assessment of whether the child car safety seat is properly affixed to the anchoring device; or
 - (iv) make any assessment of whether a child safety seat used by a passenger meets the requirements for a seat, or is appropriate for a child being transported in it.

11.4 If a Public Conveyance makes available a child car safety seat to passengers, the child car safety seat must meet the Canadian Motor Vehicle Safety Standards (CMVSS213).

12. PUBLIC CONVEYANCE INSPECTIONS

12.1 A License Inspector may at any time inspect any Public Conveyance to determine the following:

- (a) the validity of the Taxi License;
- (b) the validity of the driver's Chauffeur License;
- (c) the mechanical or physical condition of the vehicle; or
- (d) standards of repair and cleanliness of the vehicle.

12.2 No Broker or Chauffer shall operate or permit the operation of a Public Conveyance that does not meet the standards for physical condition, repair and cleanliness prescribed by the Chief License Inspector.

- 12.3 A License Inspector may at any time issue an Order to Remedy to require a Public Conveyance be inspected by a garage designated by the Town, at such time and place as that License Inspector may designate and the vehicle owner shall deliver such Public Conveyance at the time and place so designated. All costs of the mechanical inspection shall be paid by the vehicle owner.
- 12.4 Where a Peace Officer believed, on reasonable and probable grounds, that an offence has been committed under this Bylaw in relation to a Public Conveyance, the Peace Officer may:
- (a) issue an Order to Remedy;
 - (b) seize the vehicle and cause it to be removed and stored at a suitable location; and
 - (c) suspend and seize the Chauffeur's License and Taxi License.
- 12.5 In the event that a Public Conveyance has been seized in accordance with Section 12.4, said Public Conveyance shall be held by the Town for a period of not more than fourteen (14) days unless the Public Conveyance must be released to a garage for repair.
- (a) If the offence has been remedied within the said fourteen (14) days, the Public Conveyance shall be returned to the Chauffeur; and the Chauffeur shall be responsible for any and all costs associated with the seizure of the Public Conveyance.
 - (b) If the offence has not been remedied within the said fourteen (14) days, the Town may dispose of said Public Conveyance in the manner deemed appropriate by the Chief License Inspector. Any proceeds received from the disposition of the Public Conveyance shall be applied firstly against any costs incurred by the Town with respect to the seizure and, secondly, to the Chauffeur.
- 12.6 In the event the Town uses a third party facility for the storage of a seized Public Conveyance, the Chauffeur must satisfy the Chief License Inspector that all costs associated with said storage have been paid prior to the Chief License Inspector authorizing release of the Public Conveyance.

13. ORDER TO REMEDY

- 13.1 Any decision of a License Inspector pursuant to this Bylaw may be appealed in writing firstly to the Chief License Inspector, who will render a decision

with respect to the complaint within fourteen (14) days of receipt of the complaint.

- 13.2 A Peace Officer is hereby authorized and empowered to issue an Order to Remedy to any person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- 13.3 If the person to whom an Order to Remedy has been issued fails to comply with the Order to Remedy within the time specified therein:
 - (a) the Town may take whatever steps are necessary to remedy the contravention of the Bylaw and the cost of doing so becomes a debt owing to the Town by the person to whom the order was issued;
 - (b) Any items removed pursuant to this section, if deemed of value by the Town, will be removed to a place of safe keeping and will:
 - (i) be assessed a daily fee for storage as may be determined from time to time by the Chief Administrative Officer; and
 - (ii) if unclaimed within thirty (30) days, be sold at public auction.
- 13.4 Nothing in this Bylaw shall prevent a Peace Officer from issuing a Voluntary Payment Tag or Violation Ticket for the mandatory Court appearance of any person who contravenes any provision of this Bylaw.

14. APPEAL PROCESS

- 14.1 Any decision (except one to issue a Voluntary Payment Tag or Violation Ticket) of the Chief License Inspector (in such cases where the authority is derived through delegation) pursuant to this Bylaw may be appealed to the CAO by filing a written notice of appeal with the Chief License Inspector within fourteen (14) days of the date of the Chief License Inspector's decision.
- 14.2 An appeal filed pursuant to this Section must be in the form determined by the Chief License Inspector and must be accompanied by the appropriate fee.
- 14.3 The CAO may confirm, revoke or modify the decision of the Chief License Inspector.

15. PENALTIES

- 15.1 Any person who contravenes any provision of this Bylaw is guilty of an offence and liable on summary conviction to a fine of not less than Two Hundred Fifty (\$250.00) Dollars and not more than Ten Thousand (\$10,000.00) Dollars.
- 15.2 The specified fines for an offence committed pursuant to this Bylaw are set out in the attached Schedule "A".
- 15.3 In the case of an offence that is of a continuing nature, a contravention shall constitute a separate offence in respect of each day, or part of a day, on which that offence continues.

16. VOLUNTARY PAYMENT TAG

- 16.1 A Peace Officer is hereby authorized and empowered to issue a Voluntary Payment Tag to any person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- 16.2 A municipal Voluntary Payment Tag may be issued to such person:
 - (a) either personally; or
 - (b) by mailing a copy to such person at his last known address.
- 16.3 Where a contravention of this Bylaw is of a continuing nature, further Voluntary Payment Tags or Summons may be issued by a Peace Officer provided that no more than one (1) Voluntary Payment Tag or Summons shall be issued for each calendar day that the contravention continues.
- 16.4 Where a Voluntary Payment Tag is issued pursuant to this Bylaw, the person to whom the Voluntary Payment Tag is issued may, in lieu of being prosecuted for the offence, pay to the Town the penalty specified on the Voluntary Payment Tag.
- 16.5 Nothing in this Bylaw shall prevent a Peace Officer from issuing a Violation Ticket for the mandatory Court appearance of any person who contravenes any provision of this Bylaw.

17. VIOLATION TICKET

- 17.1 If the penalty specified on a Voluntary Payment Tag is not paid within the prescribed time period, then a Peace Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act*.

- 17.2 Notwithstanding any other provision of this Bylaw, a Peace Officer is hereby authorized and empowered to immediately issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act* to any person who the Peace Officer has reasonable grounds to believe has contravened any provision of this Bylaw.

18. MISCELLANEOUS

- 18.1 Nothing in this Bylaw relieves a person from complying with any federal or provincial law or regulation, other bylaw or any requirements of any lawful permit, order, consent or other direction.
- 18.2 Where this Bylaw refers to another Act, Regulation or agency, it includes reference to any Act, Regulation or agency that may be substituted therefor.

19. REPEALS

- 19.1 Bylaw No. 16-14 and any amendments thereto are hereby repealed.

20. EFFECTIVE DATE

- 20.1 This Bylaw shall come into full force and effect on _____

READ A FIRST TIME THIS ____ day of ____, 2024.

READ A SECOND TIME THIS ____ day of ____, 2024.

READ A THIRD AND FINAL TIME THIS ____ day of ____, 2024.

MAYOR

DIRECTOR OF STRATEGIC,
ADMINISTRATIVE, AND FINANCIAL SERVICES

Schedule "A"**PENALTIES**

OFFENCE		PENALTY	
Section	Description	Minimum	Specified
3.1	Operating without a Broker License	\$300.00	\$500.00
4.1	Operating without a Chauffeur License	\$300.00	\$500.00
5.7	Public conveyances picking up passengers within the Town of Strathmore when not licensed with the Town of Strathmore	\$300.00	\$500.00
6.1	Operating without a Taxi License	\$300.00	\$500.00
10 & 11	Failure to Ensure that all Public Conveyances are smoke free, clean, in good condition, and mechanically maintained.	\$500.00	\$1,500.00

But does not include any vehicle or class of vehicle exempted by the Chief Administrative Officer



BYLAW NO. 24-06~~XX~~
OF THE TOWN OF STRATHMORE
IN THE PROVINCE OF ALBERTA

BYLAW NO. 24-~~XX~~06
OF THE TOWN OF STRATHMORE
IN THE PROVINCE OF ALBERTA

BEING A BYLAW TO PROVIDE FOR MUNICIPAL ELECTIONS IN THE TOWN OF STRATHMORE.

WHEREAS the *Local Authorities Election Act*, RSA 2000, Chapter L-21, as amended (the "Act"), provides for the holding of local elections by municipalities;

AND WHEREAS pursuant to Sections 7 and 8 of the Municipal Government Act, R.S.A. c.M-26, Council may pass bylaws for municipal purposes that regulate matters affecting the safety, health and welfare of people and the protection of people and property, or in relation to people, activities and things in, on or near a public place that is open to the public;

NOW THEREFORE, the Municipal Council of the Town of Strathmore, in the Province of Alberta, duly assembled, **ENACTS AS FOLLOWS:**

1. SHORT TITLE

1.1 This bylaw may be cited as the "Taxi Bylaw".

2. DEFINITIONS

2.1 In this Bylaw:

- a) **"Application"** means a written application for a Broker License, Taxi License, or Chauffeur License and includes an application to renew, transfer or amend any of the above-noted licenses;
- b) **"Broker"** means an individual or company who owns and operates a business providing Taxi or Limousine service;
- c) **"Broker License"** means a license issued to a Broker;
- d) **"Business"** means a person, partnership or corporation involved in the provision of goods or services to consumers in exchange for other goods, services, or money;

- e) **"Business Location"** means the premises used or occupied by any person in the conduct of a business;
- e) **"Caregiver"** means an individual who provides care or support to another individual, in return for compensation, which may include transportation to and from medical appointments and shopping assistance.
- f) **"Chauffeur"** means a person who is licensed to drive a Taxi or Limousine;
- g) **"Chief License Inspector"** means the Senior Peace Officer, or the designate of that person;
- h) **"Criminal Record Check"** means a criminal record check obtained from the Royal Canadian Mounted Police or another Police Services in the Province of Alberta;
- i) **"Driving Record"** means the driving record of a motor vehicle driver issued by or under the authority of the Province of Alberta;
- j) **"Garage"** means a facility licensed to repair motor vehicles that has been certified by the Chief License Inspector for the purposes of this Bylaw;
- k) **"Limousine"** means a vehicle used in the operation of a Limousine Service;
- l) **"Limousine Service"** means a vehicle used to convey persons for a fee, where such vehicle is a full size luxury class vehicle with at least four doors and having standard seating capacity for at least five (5) adult persons excluding the Chauffeur (excluding vehicles being used in respect of Registered Non-Profit Programs and Services);
- m) ~~**"Peace Officer"** means any member of the Royal Canadian Mounted Police, a Peace Officer, a Community Peace Officer and a Bylaw Enforcement Officer of the Town.~~
- m) **"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.

- n) **"Person"** means a natural person or a body corporate and includes a partnership, a group of persons acting in concert, or an association, unless the context explicitly or by necessary implication otherwise requires;
- o) **"Public Conveyance"** means a Taxi, Limousine or any other service (excluding Registered Non-Profit Programs and Services and Caregiver) that is used to convey persons for a fee;
- p) **"Public Conveyance License Inspector"** means a License Inspector employed by the Town, a Peace Officer and, where the context permits, includes the Chief License Inspector;
- q) **"Registered Non-Profit Programs and Services"** means
 - (i) a program or service operated by a non-profit company for a purpose other than the acquisition of gain pursuant to the *Societies Act (Alberta)* or the *Canada Not for Profit Corporations Act*;
 - (ii) a program or service operated by a non-profit company for a purpose other than the acquisition of gain pursuant to the *Charitable Fund-raising Act (Alberta)* or a federally registered charity; or
 - (iii) a program or service providing care to persons who require personal assistance and:
 - (A) the provision of transportation is not the primary business of the person providing the service; and
 - (B) no compensation is directly charged or collected for the transportation portion of the service, excepting reimbursement for out-of-pocket expenses.
- r) **"Service Animal"** means an animal that has been trained and certified to assist a person with disabilities;
- s) **"Taxi"** means a vehicle used to convey persons for a fee (excluding vehicles being used in respect of Registered Non-Profit Programs and Services and Caregiver);

- t) **"Taxi License"** means a license issued pursuant to the provisions of this Bylaw;
- u) **"Town"** means The Town of Strathmore, a municipal corporation in the Province of Alberta and includes the area contained within the boundaries of the municipality where the context requires;
- v) **"Violation Ticket"** means a violation ticket as defined in the Provincial Offenses Procedures Act (Alberta).
- w) **"Wheelchair Accessible Vehicle"** means a vehicle that has been modified so that individuals in wheelchairs can get into the vehicle without having to get out of the chair.

3. **BROKER LICENSE**

- 3.1 No Broker shall operate a Public Conveyance service in the Town unless that Broker is in possession of a valid Town business license.
- 3.2 No Broker shall operate a Public Conveyance service in the Town unless that Broker is in possession of a valid Town Broker License.
- 3.3 All Broker Licenses shall expire at midnight on January 31st of each year.
- 3.4 An applicant for a Broker License, shall provide to the Chief License Inspector:
 - (a) a list of the motor vehicles to be used by the applicant;
 - (b) a list of all Chauffeurs to be employed or engaged by the applicant or otherwise used in the applicant's business, including their full names, addresses and Alberta driver's license numbers;
 - (c) the Broker License fee as set out in Schedule "I" of the Town of Strathmore Fees Bylaw No. 13-21 and amendments thereto; and
 - (d) any other information required by the Chief License Inspector.
- 3.5 A Broker shall inform the Chief License Inspector within seventy-two (72) hours of any addition to or deletion from either list furnished as defined in Section 3.4(a) and (b) of this bylaw.
- 3.6 No Chauffeur's licenses will be issued to drivers unless the Chief Inspector has been made aware of changes to the list of chauffeurs as defined in section 3.4(b) of this bylaw.

3.7 Every Broker shall, not later ~~that~~ than the 3rd day of each month, deliver to the Chief License Inspector a list of Chauffeurs employed by that person as of the last day of the preceding month.

~~3.8—Each Broker shall maintain and provide a dispatch system, which:~~

~~(a)—ensures a staffed twenty four (24) hour a day on each day in a year providing prompt service except where adverse weather or road conditions or extreme workloads preclude the supply of service; and~~

~~(b)—maintains a two-way radio communications network between all taxis used in the business that are on duty for as long as those taxis remain on duty.~~

~~3.93.8~~ No Broker shall charge a fee over and above their set rate to any person solely because of his/her race, colour, creed, sexual orientation or disability as indicated within the *Canadian Charter of Rights and Freedoms*.

~~3.103.9~~ A Broker shall at all times ensure that all Public Conveyances owned by or affiliated with that person's business are smoke free, clean, in good condition, and mechanically maintained so as to be safe and suitable for use by the public.

4. CHAUFFEUR LICENSE

4.1 No Person shall operate a Public Conveyance in the Town of Strathmore unless that person is in Possession of a valid Chauffeur License issued by the Town.

4.2 All Chauffeur Licenses shall expire at midnight of January 31st of each year.

4.3 Every Broker shall, ensure that each Chauffeur employed in operating any Public Conveyance is in possession of a current Class 4 Alberta driver's license and a Chauffeur license. In the event the Alberta provincial license is suspended or voided, the Chief License Inspector must be informed within five (5) working days and the Chauffeur license is also suspended or voided. The onus is on the Broker to produce updated licenses upon expiration or suspension to the Chief License Inspector.

~~4.4—Every Broker shall ensure that each Chauffeur employed in operating any Public Conveyance is in possession of a current Standard First Aid/CPR Certificate.~~

4.54.4 No person shall operate a Wheel Chair Accessible Vehicle without the required training as determined by the Chief License Inspector.

4.64.5 No person shall operate a Public Conveyance unless his or her Chauffeur License is openly and prominently displayed at all times in the vehicle in such a manner as to be visible to passengers.

4.74.6 If a Chauffeur License is lost, misplaced, or stolen, the Chauffeur must report this to the Chief License Inspector within five (5) working days. ~~In order to obtain a replacement, the person must re-apply with a current driver's abstract and Criminal Record Check.~~

4.84.7 In determining whether to issue a Chauffeur License, the Chief License Inspector shall request a Driver's Abstract and Criminal Records Check for each Chauffeur and any other information as determined by the Chief License Inspector.

4.94.8 In determining the suitability of an applicant to operate a Public Conveyance, the Chief License Inspector shall consider the driving record, criminal record, character and state of health of any applicant for a Chauffeur License and shall, in his sole discretion, approve, refuse or revoke the same.

4.104.9 No Chauffeur License or renewal shall be issued to any person who:

- (a) has been convicted under the *Criminal Code of Canada* within the five (5) year period immediately preceding the date of application of:
 - i) a sexual offence of offence relating to the corruption of public morals;
 - ii) an offence relating to homicide, assault, kidnapping, arson or abduction;
 - iii) an offence relating to robbery or extortion; and
 - iv) an offence of criminal negligence, dangerous driving, impaired driving, operating a motor vehicle with a blood alcohol content over eighty (80)mg per one hundred (100) ml of blood, refusing to provide samples of breath or driving whilst his or her driver's license is suspended.
- (b) has been convicted under the *Criminal Code of Canada*, or the *Controlled Drugs and Substances Act* or any successor legislation within the five (5) year period immediately preceding the date of application, of any offence not described in subsection 4.7 (a);
- (c) has been charged with any offence under the *Criminal Code of Canada* or the *Controlled Substances Act* until the charge has been withdrawn

or the matter is otherwise dealt with in a manner which does not result in a conviction;

- (d) in the opinion of the Chief License Inspector, has been convicted of an excessive number of offences under the Traffic Safety Act, or any successor legislation, and/or any Bylaw of the Town;
- (e) has received three (3) complaints that are in contravention of this bylaw and that have been determined justified by the Chief License Inspector in any twelve (12) month period.

4.114.10 When an individual with an existing Chauffeur License has been charged with an offence under the *Criminal Code of Canada* or the *Controlled Substances Act*:

- (a) the individual shall forthwith notify the Chief License Inspector of the charges;
- (b) upon receiving notification of the charges, the Chief License Inspector shall suspend the Chauffeur's License of the individual until the charge has been withdrawn or the matter is otherwise dealt with in a manner which does not result in a conviction.

4.124.11 A person applying for a Chauffeur License must have either resided within the Town for at least thirty (30) days or be able to demonstrate geographic knowledge of the Town to the satisfaction of the Chief License Inspector.

5. BROKER/CHAUFFEUR RESPONSIBILITIES

- 5.1 No Chauffeur License will be issued unless currently employed by a recognized licensed Broker in the Town. If the driver becomes unemployed by a licensed Broker, the license becomes void and he/she must surrender the Taxi license to the Chief License Inspector within five (5) days of unemployment.
- 5.2 The Chauffeur of each Public Conveyance in the Town shall:
 - (a) have a reasonable knowledge of the Town;
 - (b) be neat and clean in person and dress;
 - (c) be civil and well behaved to any passenger being transported;

- (d) promptly keep all appointments or engagements and shall not knowingly accept any engagements that he or she is incapable of fulfilling;
- (e) maintain a log book showing:
 - i) time and date he/she starts operating the vehicle;
 - ii) time and date when each customer is picked up;
 - iii) the location at which each customer is picked up;
 - iv) the destination at which each customer is discharged;
 - v) total number of trips taken during each shift; and
 - vi) time his/her shift ends.
- (f) take proper care of all baggage and personal property delivered to him or her for conveyance and shall deliver such property as directed;
- (g) after delivering a passenger to his or her destination, inspect the vehicle to determine whether or not the passenger has left any property and, if property is found, take all reasonable steps to return it to the owner;
- (h) deliver to the local RCMP detachment within forty-eight (48) hours all property whose owner is unknown;
- (i) not transport a greater number of passengers than the vehicle manufacturer's recommended capacity;
- (j) not consume alcohol or drugs of any kind (besides those prescribed by a medical doctor) while on duty;
- (k) not knowingly, or negligently misinform or deceive any person as to:
 - i) the time, place, arrival or departure of any Public Conveyance;
or
 - ii) location of any place, structure or building;
- (l) drive all passengers (unless otherwise directed) to their destinations by the most direct route practicable;
- (m) whenever requested by a passenger, issue a receipt for the amount of the fare paid such passenger;
- (n) not refuse to serve any person solely because of his race, colour, creed, sexual orientation or disability;

- (o) be able to refuse service to a passenger if the passenger is impaired by alcohol or drugs; requests that the Chauffeur carry an animal in the Taxi, other than an animal that is a Service Animal; insists on smoking or persists in smoking in the Taxi; or is disorderly or abusive to the Chauffeur;
 - (p) working ability in the English language;
 - (q) transport passengers safely within the scope of the *Traffic Safety Act*; and
 - (r) in the case of an emergency call 911.
- 5.3 Every Broker or Chauffeur shall, upon being requested by a License Inspector, advise the address of any place to or from which any passenger has been driven.
- 5.4 Upon the request of a License Inspector, a Broker shall advise the name and address of the Chauffeur of any Taxi owned by him or her at any particular time.
- 5.5 No Broker or Chauffeur shall have or permit to be installed a radio scanner or similar device capable of monitoring the radio signals of any other Broker in a dispatch office or other location or carried in any Taxi.
- 5.6 Every Broker or Chauffeur shall report to the Chief License Inspector any collision causing damage to his or her vehicle no later than seventy-two (72) hours after the collision. In the event the vehicle is deemed to be unfit for service by the Chief License Inspector, the Taxi License shall be suspended until such time as any physical damage to the vehicle has been repaired and a mechanical inspection attesting to the roadworthiness of the vehicle has been provided to and accepted by the Chief License Inspector.
- 5.7 Notwithstanding any other provision of this Bylaw, a Public Conveyance in respect of which there is not a valid Taxi License, may be operated in the Town provided that:
 - (a) the passenger or passengers in the Taxi are picked up at a location outside of the Town; and
 - (b) the operation of the Taxi carrying passengers in the Town is restricted to proceeding directly from the place where the Taxi enters the Town to the location(s) where all passengers are dropped off.

- 5.8 A Broker or Chauffeur of a Taxi may refuse service to any person who is known to habitually order taxi service and subsequently is unable to pay and who refuses to make payment in advance.

6. TAXI LICENSES

- 6.1 No Public Conveyance shall operate in the Town unless that Public Conveyance is in possession of a valid Town Taxi License (excluding Registered Non-Profit Programs and Services, and Caregiver)-
- 6.2 All Taxi Licenses shall expire at midnight on January 31st of each year.
- 6.3 An applicant for a Taxi License shall provide to the Town:
- (a) the name of the registered owner and proof of registration of each vehicle to be licensed for use in the business;
 - (b) proof that each vehicle is insured as required by the Province of Alberta and carry a minimum amount of \$2,000,000.00 Liability Insurance;
 - (c) a mechanical fitness report with respect to each vehicle in the form prescribed by the Chief License Inspector, completed by a licensed mechanic at a licensed garage approved by the Chief License Inspector within the period of two (2) weeks prior to the date of the application;
 - (d) the Taxi License fee as set out in Schedule "I" of the Town of Strathmore Fees Bylaw No. 13-21" and amendments thereto; and
 - (e) any other information required by the Chief License Inspector.
- 6.4 A Taxi License shall be affixed to the Public Conveyance in the manner prescribed by the Chief License Inspector and no person shall use a Taxi License or allow it to be used by any other person or with respect to any vehicle other than the one for which the Taxi License was issued.
- 6.5 Sale of Vehicles to another Licensed Broker
- (a) Should a licensed Broker desire to purchase another vehicle (from another licensed Broker) previously licensed in the Town, the purchasing Broker shall deliver to the License Inspector, the identification tag number issued and the information concerning the vehicle to be substituted including:

- i) Mechanical Fitness Report
 - ii) Evidence of Registration
 - iii) Evidence of Insurance
 - iv) Such other information as the License Inspector may reasonably require to ensure conformity with this Bylaw.
- (b) When the Chief License Inspector is satisfied that the motor vehicle proposed to be added complies with this Bylaw and is safe, fit and suitable for use and that the above conditions have been met, she shall, upon payment by the Broker of the fee required in Schedule "I" of the Town of Strathmore Fees Bylaw No. 13-21 and amendments thereto, make changes to the vehicle record.

7. TAXI IDENTIFICATION

7.1

- (a) A Broker of a taxi service shall register with the Town, the company logo of the Taxis operated by that Broker; and
- (b) The Chief License Inspector may reject a logo, in his or her opinion, it would be likely to deceive any person or cause confusion because it is similar to a logo previously adopted by any other Broker of a taxi service.

7.2 Each Taxi shall:

- (a) prominently display on both sides of its exterior the name, phone number, and logo of the Broker which shall be permanently affixed;
- (b) prominently display on both sides of the exterior of the Taxi a Taxi identification number in lettering not less than five (5) centimetres in height;
- (c) display on its roof a permanently affixed illuminable dome light; and
- (d) display on each rear door window, in a format approved by the Chief License Inspector, the current Taxi fares and acceptable methods of payment.

7.3 No Person shall operate a Taxi in the Town with the logo of a Broker that such person does not work for or is not affiliated with.

7.4 If a vehicle licensed as a Taxi ceases to be licensed as a Taxi for any reason, its owner shall ensure that all markings of any kind upon or within it, which

serve to identify it as a Taxi, are removed within seven (7) days of the date on which it ceases to be licensed as a Taxi.

8. TAXI ADVERTISING

- 8.1 Advertising material on Taxis shall be restricted to roof top advertising display units or rear window advertising provided that:
- (a) signs must be standard manufactured units;
 - (b) illumination of advertising shall not exceed forty (40) watts of power and is non-flashing;
 - (c) advertising messages do not exceed forty (40) centimetres in height;
 - (d) advertising is appropriate and in good taste and approved by the Chief License Inspector; and
 - (e) perforated vinyl window film is used on the rear window and has the approval of the Chief License Inspector prior to installation of window film.

9. LIMOUSINES

- 9.1 No person operating a Limousine shall operate on a fixed or regularly recurring scheduled route (similar to one a bus would follow).
- 9.2 No Broker or Limousine Chauffeur shall:
- (a) park his or her Limousine in any taxi stand for the purpose of soliciting or obtaining passengers;
 - (b) cruise roads in the Town looking for passengers; or
 - (c) affix any advertising to the body of any Limousine.
- 9.3 The Chauffeur of a Limousine shall always have a current written contract that was previously arranged with a client and shall produce the contract upon demand of a License Inspector.

10. MECHANICAL INSPECTIONS

- 10.1 A Person shall not operate, cause or permit the Operation of a Public Conveyance unless a valid Mechanical Inspection Certificate has been issued for that Public Conveyance.

- 10.2 Failure of the Owner to obtain a valid Mechanical Inspection Certificate for a Public Conveyance ~~may result in a suspension or cancellation of a Public Conveyance, causing the taxi license to expire, the taxi will be taken out of service immediately.~~
- 10.3 Every Public Conveyance shall be inspected at least once every six (6) months by a Licensed Mechanic at a Licensed Garage that has been approved by the Chief Licence Inspector.
- (a) All costs associated with mechanical inspections shall be borne by the Owner of the Motor Vehicle.
- ~~10.4—The Licensee shall ensure that each Public Conveyance is inspected by a Peace Officer every six (6) months for compliance with this Bylaw and the requirements established by the Chief License Inspector from time to time.~~
- 10.4 The Licensee shall ensure that each Public Conveyance is inspected by the Chief License Inspector within the first seven days of February for compliance with this Bylaw and the requirements established by the Chief License Inspector from time to time.
- 10.5 The Licensee or Driver of a Public Conveyance must at all times at the request of a Peace Officer produce a satisfactory Vehicle Inspection Certificate, which certificate must show that such vehicle inspection was successfully completed within the six (6) months immediately preceding.
- 10.6 Upon the direction of a Peace Officer or the Chief License Inspector, the Licensee named on a Public Conveyance shall provide for inspection the Motor Vehicle for which the Public Conveyance was issued at the time and location specified by the Peace Officer or Chief License Inspector.
- 10.7 Failure to complete a vehicle inspection or attend to have a vehicle inspection conducted ~~may will~~ result in suspension or cancellation of the Taxi License of the Motor Vehicle in question.

11. VEHICLE PROVISIONS

- 11.1 Every Broker shall ensure that every vehicle is maintained in good repair in accordance with the following requirements:
- (a) the interior and exterior of the vehicle must be kept
- i. clean;

- ii. free of damage;
 - iii. free of hazards that may stain or tear the clothing or possessions of a passenger;
 - iv. free of garbage;
 - v. free of noxious odours;
 - vi. free of materials that may impair the Driver's vision; and
 - vii. free of materials that give the impression of an unkept appearance.
- ~~(a) — the vehicle shall at all times be smoke free;~~
 - ~~(b) — the interior of the vehicle shall be kept clean, dry, neat, in good repair and free of refuse, loose papers, noxious substances and other materials;~~
 - ~~(c) — all vehicle upholstery including roof interior, door panels, floors and floor mats, shall be kept clean and free from all dust, dirt, grease, oil and any other item that can be transferred on the person, clothing or possessions of a passenger and be in good repair having no holes, rips or stains on the upholstery;~~
 - ~~(d) — the interior of the vehicle trunk shall be kept clean, neat, free of refuse, loose papers and other materials, and free of hazards that may stain or tear passenger luggage;~~
 - ~~(e) — the dashboard and rear window ledge shall be free of any item or material that may impair the Driver's vision or give the impression of an unkept appearance;~~
 - ~~(f) — the vehicle exterior shall be kept in a clean condition at all times and free from all dust, dirt, grease, oil adhesive resin and any other item that can be transferred on the person, clothing or possessions of a passenger, except water or snow;~~
 - ~~(g) all exterior trim and moulding shall be intact and maintained as closely as possible to the original manufacturer's trim. Damaged or missing exterior vehicle trim shall be replaced;~~
 - ~~(h) — all exterior vehicle body panels shall be free from damage and maintained as closely as possible to the original manufacturer's~~

~~specifications. Dents and rust areas shall be repaired to match the Colour Scheme;~~

- (i) all wheels shall have, where equipped, appropriate and matching rims and hubcaps in good condition or alloy wheels;
 - (j) front and rear bumpers and grill of the vehicle shall be in good condition and affixed properly;
 - (k) the vehicle shall be equipped with a spare tire in good condition and all tools and equipment required to change a tire; and
 - (l) all decals, licences and notices required by this Bylaw shall be properly placed, intact, clean and visible without obstruction.
- 11.2 Every Public Conveyance shall be equipped with tires specifically designed by the manufacturer for winter use, of a brand and model approved by the Chief Licence Inspector, from November 1 to April 30.
- 11.3 All Vehicles shall be equipped with a child car seat anchoring device that meets the specifications for child car safety seat anchoring devices as required by the Federal *Motor Vehicle Safety Regulations* and the *Motor Vehicle Restraint Systems and Booster Seat Safety Regulations*.
- (a) The anchoring device shall be:
 - (i) installed in accordance with the manufacturer's instructions;
 and
 - (ii) available for use at all times by a passenger.
 - (b) Nothing in this Bylaw obligates a Driver to:
 - (i) provide a passenger with a child car safety seat;
 - (ii) attach a child car safety seat to the anchoring device;
 - (iii) make any assessment of whether the child car safety seat is properly affixed to the anchoring device; or
 - (iv) make any assessment of whether a child safety seat used by a passenger meets the requirements for a seat, or is appropriate for a child being transported in it.

- 11.4 If a Public Conveyance makes available a child car safety seat to passengers, the child car safety seat must meet the Canadian Motor Vehicle Safety Standards (CMVSS213).

12. PUBLIC CONVEYANCE INSPECTIONS

- 12.1 A License Inspector may at any time inspect any Public Conveyance to determine the following:
- (a) the validity of the Taxi License;
 - (b) the validity of the driver's Chauffeur License;
 - (c) the mechanical or physical condition of the vehicle; or
 - (d) standards of repair and cleanliness of the vehicle.
- 12.2 No Broker or Chauffer shall operate or permit the operation of a Public Conveyance that does not meet the standards for physical condition, repair and cleanliness prescribed by the Chief License Inspector.
- 12.3 A License Inspector may at any time issue an Order to Remedy to require a Public Conveyance be inspected by a garage designated by the Town, at such time and place as that License Inspector may designate and the vehicle owner shall deliver such Public Conveyance at the time and place so designated. All costs of the mechanical inspection shall be paid by the vehicle owner.
- 12.4 Where a Peace Officer believed, on reasonable and probable grounds, that an offence has been committed under this Bylaw in relation to a Public Conveyance, the Peace Officer may:
- (a) issue an Order to Remedy;
 - (b) seize the vehicle and cause it to be removed and stored at a suitable location; and
 - (c) suspend and seize the Chauffeur's License and Taxi License.
- 12.5 In the event that a Public Conveyance has been seized in accordance with Section 12.4, said Public Conveyance shall be held by the Town for a period of not more than fourteen (14) days unless the Public Conveyance must be released to a garage for repair.

- (a) If the offence has been remedied within the said fourteen (14) days, the Public Conveyance shall be returned to the Chauffer; and the Chauffer shall be responsible for any and all costs associated with the seizure of the Public Conveyance.
 - (b) If the offence has not been remedied within the said fourteen (14) days, the Town may dispose of said Public Conveyance in the manner deemed appropriate by the Chief License Inspector. Any proceeds received from the disposition of the Public Conveyance shall be applied firstly against any costs incurred by the Town with respect to the seizure and, secondly, to the Chauffeur.
- 12.6 In the event the Town uses a third party facility for the storage of a seized Public Conveyance, the Chauffer must satisfy the Chief License Inspector that all costs associated with said storage have been paid prior to the Chief License Inspector authorizing release of the Public Conveyance.

13. ORDER TO REMEDY

- 13.1 Any decision of a License Inspector pursuant to this Bylaw may be appealed in writing firstly to the Chief License Inspector, who will render a decision with respect to the complaint within fourteen (14) days of receipt of the complaint.
- 13.2 A Peace Officer is hereby authorized and empowered to issue an Order to Remedy to any person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- 13.3 If the person to whom an Order to Remedy has been issued fails to comply with the Order to Remedy within the time specified therein:
- (a) the Town may take whatever steps are necessary to remedy the contravention of the Bylaw and the cost of doing so becomes a debt owing to the Town by the person to whom the order was issued;
 - (b) Any items removed pursuant to this section, if deemed of value by the Town, will be removed to a place of safe keeping and will:
 - (i) be assessed a daily fee for storage as may be determined from time to time by the Chief Administrative Officer; and
 - (ii) if unclaimed within thirty (30) days, be sold at public auction.

- 13.4 Nothing in this Bylaw shall prevent a Peace Officer from issuing a Voluntary Payment Tag or Violation Ticket for the mandatory Court appearance of any person who contravenes any provision of this Bylaw.

14. APPEAL PROCESS

- 14.1 Any decision (except one to issue a Voluntary Payment Tag or Violation Ticket) of the Chief License Inspector (in such cases where the authority is derived through delegation) pursuant to this Bylaw may be appealed to the CAO by filing a written notice of appeal with the Chief License Inspector within fourteen (14) days of the date of the Chief License Inspector's decision.
- 14.2 An appeal filed pursuant to this Section must be in the form determined by the Chief License Inspector and must be accompanied by the appropriate fee.
- 14.3 The CAO may confirm, revoke or modify the decision of the Chief License Inspector.

15. PENALTIES

- 15.1 Any person who contravenes any provision of this Bylaw is guilty of an offence and liable on summary conviction to a fine of not less than Two Hundred Fifty (\$250.00) Dollars and not more than Ten Thousand (\$10,000.00) Dollars.
- 15.2 The specified fines for an offence committed pursuant to this Bylaw are set out in the attached Schedule "A".
- 15.3 In the case of an offence that is of a continuing nature, a contravention shall constitute a separate offence in respect of each day, or part of a day, on which that offence continues.

16. VOLUNTARY PAYMENT TAG

- 16.1 A Peace Officer is hereby authorized and empowered to issue a Voluntary Payment Tag to any person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- 16.2 A municipal Voluntary Payment Tag may be issued to such person:
- (a) either personally; or

(b) by mailing a copy to such person at his last known address.

16.3 Where a contravention of this Bylaw is of a continuing nature, further Voluntary Payment Tags or Summons may be issued by a Peace Officer provided that no more than one (1) Voluntary Payment Tag or Summons shall be issued for each calendar day that the contravention continues.

16.4 Where a Voluntary Payment Tag is issued pursuant to this Bylaw, the person to whom the Voluntary Payment Tag is issued may, in lieu of being prosecuted for the offence, pay to the Town the penalty specified on the Voluntary Payment Tag.

16.5 Nothing in this Bylaw shall prevent a Peace Officer from issuing a Violation Ticket for the mandatory Court appearance of any person who contravenes any provision of this Bylaw.

17. VIOLATION TICKET

17.1 If the penalty specified on a Voluntary Payment Tag is not paid within the prescribed time period, then a Peace Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act*.

17.2 Notwithstanding any other provision of this Bylaw, a Peace Officer is hereby authorized and empowered to immediately issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act* to any person who the Peace Officer has reasonable grounds to believe has contravened any provision of this Bylaw.

18. MISCELLANEOUS

18.1 Nothing in this Bylaw relieves a person from complying with any federal or provincial law or regulation, other bylaw or any requirements of any lawful permit, order, consent or other direction.

18.2 Where this Bylaw refers to another Act, Regulation or agency, it includes reference to any Act, Regulation or agency that may be substituted therefor.

19. REPEALS

19.1 Bylaw No. 16-14 and any amendments thereto are hereby repealed.

20. EFFECTIVE DATE

20.1 This Bylaw shall come into full force and effect on _____

READ A FIRST TIME THIS ____ day of ____, 2024.

READ A SECOND TIME THIS ____ day of ____, 2024.

READ A THIRD AND FINAL TIME THIS ____ day of ____, 2024.

MAYOR

DIRECTOR OF STRATEGIC,
ADMINISTRATIVE, AND FINANCIAL SERVICES

Schedule "A"**PENALTIES**

<u>Section</u>	<u>Offence</u>	<u>Amount</u>
3.1	Operating without a Broker License	\$500.00
4.1	Operating without a Chauffeur License	\$500.00
5.7	Public conveyances picking up passengers within the Town of Strathmore when not licensed with the Town of Strathmore	\$500.00
6.1	Operating without a Taxi License	\$500.00
10 & 11	Failure to Ensure that all Public Conveyances are smoke free, clean, in good condition, and mechanically maintained.	\$500.00 and/or impoundment of Public Conveyance.

OFFENCE		PENALTY	
Section	Description	Minimum	Specified
3.1	Operating without a Broker License	\$300.00	\$500.00
4.1	Operating without a Chauffeur License	\$300.00	\$500.00
5.7	Public conveyances picking up passengers within the Town of Strathmore when not licensed with the Town of Strathmore	\$300.00	\$500.00
6.1	Operating without a Taxi License	\$300.00	\$500.00
10 & 11	Failure to Ensure that all Public Conveyances are smoke free, clean, in good condition, and mechanically maintained.	\$500.00	\$1,500.00

But does not include any vehicle or class of vehicle exempted by the Chief Administrative Officer

**BYLAW NO. 16-14****OF THE TOWN OF STRATHMORE
IN THE PROVINCE OF ALBERTA****BYLAW NO. 16-14
OF THE TOWN OF STRATHMORE
IN THE PROVINCE OF ALBERTA****BEING A BYLAW OF THE TOWN OF STRATHMORE IN THE PROVINCE OF
ALBERTA TO PROVIDE FOR THE LICENSING OF TAXIS AND LIMOUSINES.**

WHEREAS under the authority and subject to the provisions of the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26 and amendments thereto, Town Council may pass bylaws respecting business, business activities and persons engaged in business;

AND WHEREAS under the authority and subject to the provision of the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26 and amendments thereto, Town Council may pass bylaws respecting the safety, health and welfare of people and the protection of people and property;

AND WHEREAS Town Council may regulate or prohibit any business and provide for a system of licenses, permits or approvals;

AND WHEREAS Town Council deems it desirable to regulate taxis and limousines within the Town of Strathmore;

NOW THEREFORE BE IT RESOLVED THAT the Municipal Council of the Town of Strathmore in the Province of Alberta duly assembled **HEREBY ENACTS AS FOLLOWS:**

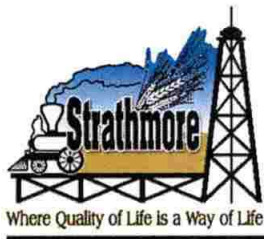
1. SHORT TITLE

1.1 This bylaw may be cited as the "Taxi Bylaw".

2. DEFINITIONS

2.1 In this Bylaw:

- (a) **"Application"** means a written application for a Broker License, Taxi License, or Chauffeur License and includes an application to renew, transfer or amend any of the above-noted licenses;
- (b) **"Broker"** means an individual or company who owns and operates a business providing Taxi or Limousine service;
- (c) **"Broker License"** means a license issued to a Broker;



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**OF THE TOWN OF STRATHMORE
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- (d) **“Business”** means a person, partnership or corporation involved in the provision of goods or services to consumers in exchange for other goods, services, or money for the purpose of the acquisition of gain;
- (e) **“Business Location”** means the premises used or occupied by any person in the conduct of a business;
- (f) **“Chauffeur”** means a person who is licensed to drive a Taxi or Limousine;’
- (g) **“Chief License Inspector”** means the Senior Peace Officer, or the designate of that person;
- (h) **“Criminal Record Check”** means a criminal record check obtained from the Royal Canadian Mounted Police or another Police Services in the Province of Alberta;
- (i) **“Driving Record”** means the driving record of a motor vehicle driver issued by or under the authority of the Province of Alberta;
- (j) **“Garage”** means a facility licensed to repair motor vehicles that has been certified by the Chief License Inspector for the purposes of this Bylaw.
- (k) **“Limousine”** means a vehicle used in the operation of a Limousine Service;
- (l) **“Limousine Service”** means a vehicle used to convey persons for a fee, where such vehicle is a full size luxury class vehicle with at least four doors and having standard seating capacity for at least five (5) adult persons excluding the Chauffeur (excluding vehicles being used in respect of Registered Non-Profit Programs and Services);
- (m) **“Peace Officer”** means any member of the Royal Canadian Mounted Police, a Peace Officer, a Community Peace Officer and a Bylaw Enforcement Officer of the Town.
- (n) **“Person”** means a natural person or a body corporate and includes a partnership, a group of persons acting in concert, or an association, unless the context explicitly or by necessary implication otherwise requires;



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- (o) **“Public Conveyance”** means a Taxi, Limousine or any other service (excluding Registered Non-Profit Programs and Services) that is used to convey persons for a fee;
- (p) **“Public Conveyance License Inspector”** means a License Inspector employed by the Town, a Peace Officer and, where the context permits, includes the Chief License Inspector;
- (q) **“Registered Non-Profit Programs and Services”** means
 - (i) a program or service operated by a non-profit company for a purpose other than the acquisition of gain pursuant to the *Societies Act (Alberta)* or the *Canada Not for Profit Corporations Act*;
 - (ii) a program or service operated by a non-profit company for a purpose other than the acquisition of gain pursuant to the *Charitable Fund-raising Act (Alberta)* or a federally registered charity; or
 - (iii) a program or service providing care to persons who require personal assistance and:
 - (A) the provision of transportation is not the primary business of the person providing the service; and
 - (B) no compensation is directly charged or collected for the transportation portion of the service, excepting reimbursement for out-of-pocket expenses.
- (r) **“Service Animal”** means an animal that has been trained and certified to assist a person with disabilities;
- (s) **“Taxi”** means a vehicle used to convey persons for a fee (excluding vehicles being used in respect of Registered Non-Profit Programs and Services);
- (t) **“Taxi License”** means a license issued pursuant to the provisions of this Bylaw;
- (u) **“Town”** means The Town of Strathmore, a municipal corporation in the Province of Alberta and includes the area contained within the boundaries of the municipality where the context requires;



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OF THE TOWN OF STRATHMORE IN THE PROVINCE OF ALBERTA

- (v) **“Violation Ticket”** means a violation ticket as defined in the Provincial Offenses Procedures Act (Alberta).
- (w) **“Wheelchair Accessible Vehicle”** means a vehicle that has been modified so that individuals in wheelchairs can get into the vehicle without having to get out of the chair.

3. BROKER LICENSE

- 3.1 No Broker shall operate a Public Conveyance service in the Town unless that Broker is in possession of a valid Town business license.
- 3.2 No Broker shall operate a Public Conveyance service in the Town unless that Broker is in possession of a valid Town Broker License.
- 3.3 All Broker Licenses shall expire at midnight on January 31st of each year.
- 3.4 An applicant for a Broker License, shall provide to the Chief License Inspector:
 - (a) a list of the motor vehicles to be used by the applicant;
 - (b) a list of all Chauffeurs to be employed or engaged by the applicant or otherwise used in the applicant's business, including their full names, addresses and Alberta driver's license numbers;
 - (c) the Broker License fee as set out in Schedule “I” of the Town of Strathmore Fees Bylaw No. 13-21 and amendments thereto; and
 - (d) any other information required by the Chief License Inspector.
- 3.5 A Broker shall inform the Chief License Inspector within seventy-two (72) hours of any addition to or deletion from either list furnished as defined in Section 3.4(a) and (b) of this bylaw.
- 3.6 No Chauffeur's licenses will be issued to drivers unless the Chief Inspector has been made aware of changes to the list of chauffeurs as defined in section 3.4(b) of this bylaw.
- 3.7 Every Broker shall, not later than the 3rd day of each month, deliver to the Chief License Inspector a list of Chauffeurs employed by that person as of the last day of the preceding month.
- 3.8 Each Broker shall maintain and provide a dispatch system, which:



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IN THE PROVINCE OF ALBERTA**

- (a) ensures a staffed twenty-four (24) hour a day on each day in a year providing prompt service except where adverse weather or road conditions or extreme workloads preclude the supply of service; and
 - (b) maintains a two-way radio communications network between all taxis used in the business that are on duty for as long as those taxis remain on duty.
- 3.9 No Broker shall charge a fee over and above their set rate to any person solely because of his/her race, colour, creed, sexual orientation or disability as indicated within the *Canadian Charter of Rights and Freedoms*.
- 3.10 A Broker shall at all times ensure that all Public Conveyances owned by or affiliated with that person's business are smoke free, clean, in good condition, and mechanically maintained so as to be safe and suitable for use by the public.

4. CHAUFFEUR LICENSE

- 4.1 No Person shall operate a Public Conveyance in the Town of Strathmore unless that person is in Possession of a valid Chauffeur License issued by the Town.
- 4.2 All Chauffeur Licenses shall expire at midnight of January 31st of each year.
- 4.3 Every Broker shall, ensure that each Chauffeur employed in operating any Public Conveyance is in possession of a current Class 4 Alberta driver's license and a Chauffeur license. In the event the Alberta provincial license is suspended or voided, the Chief License Inspector must be informed within five (5) working days and the Chauffeur license is also suspended or voided.
- 4.4 Every Broker shall ensure that each Chauffeur employed in operating any Public Conveyance is in possession of a current Standard First Aid/CPR Certificate.
- 4.5 No person shall operate a Wheel Chair Accessible Vehicle without the required training as determined by the Chief License Inspector.
- 4.6 No person shall operate a Public Conveyance unless his or her Chauffeur License is openly and prominently displayed at all times in the vehicle in such a manner as to be visible to passengers.
- 4.7 If a Chauffeur License is lost, misplaced, or stolen, the Chauffeur must report this to the Chief License Inspector within five (5) working days. In order to obtain a replacement, the person must re-apply with a current driver's abstract and Criminal Record Check.



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**OF THE TOWN OF STRATHMORE
IN THE PROVINCE OF ALBERTA**

- 4.8 In determining whether to issue a Chauffeur License, the Chief License Inspector shall request a Driver's Abstract and Criminal Records Check for each Chauffeur and any other information as determined by the Chief License Inspector.
- 4.9 In determining the suitability of an applicant to operate a Public Conveyance, the Chief License Inspector shall consider the driving record, criminal record, character and state of health of any applicant for a Chauffeur License and shall, in his sole discretion, approve, refuse or revoke the same.
- 4.10 No Chauffeur License or renewal shall be issued to any person who:
- (a) has been convicted under the *Criminal Code of Canada* within the five (5) year period immediately preceding the date of application of:
 - i) a sexual offence or offence relating to the corruption of public morals;
 - ii) an offence relating to homicide, assault, kidnapping, arson or abduction;
 - iii) an offence relating to robbery or extortion; and
 - iv) an offence of criminal negligence, dangerous driving, impaired driving, operating a motor vehicle with a blood alcohol content over eighty (80)mg per one hundred (100) ml of blood, refusing to provide samples of breath or driving whilst his or her driver's license is suspended.
 - (b) has been convicted under the *Criminal Code of Canada*, or the *Controlled Drugs and Substances Act* or any successor legislation within the five (5) year period immediately preceding the date of application, of any offence not described in subsection 4.7 (a);
 - (c) has been charged with any offence under the *Criminal Code of Canada* or the *Controlled Substances Act* until the charge has been withdrawn or the matter is otherwise dealt with in a manner which does not result in a conviction;
 - (d) in the opinion of the Chief License Inspector, has been convicted of an excessive number of offences under the Traffic Safety Act, or any successor legislation, and/or any Bylaw of the Town;
 - (e) has received three (3) complaints that are in contravention of this bylaw and that have been determined justified by the Chief License Inspector in any twelve (12) month period.



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- 4.11 When an individual with an existing Chauffeur License has been charged with an offence under the *Criminal Code of Canada* or the *Controlled Substances Act*:
- (a) the individual shall forthwith notify the Chief License Inspector of the charges;
 - (b) upon receiving notification of the charges, the Chief License Inspector shall suspend the Chauffeur's License of the individual until the charge has been withdrawn or the matter is otherwise dealt with in a manner which does not result in a conviction.
- 4.12 A person applying for a Chauffeur License must have either resided within the Town for at least thirty (30) days or be able to demonstrate geographic knowledge of the Town to the satisfaction of the Chief License Inspector.

5. BROKER/CHAUFFEUR RESPONSIBILITIES

- 5.1 No Chauffeur License will be issued unless currently employed by a recognized licensed Broker in the Town. If the driver becomes unemployed by a licensed Broker, the license becomes void and he/she must surrender the Taxi license to the Chief License Inspector within five (5) days of unemployment.
- 5.2 The Chauffeur of each Public Conveyance in the Town shall:
- (a) have a reasonable knowledge of the Town;
 - (b) be neat and clean in person and dress;
 - (c) be civil and well behaved to any passenger being transported;
 - (d) promptly keep all appointments or engagements and shall not knowingly accept any engagements that he or she is incapable of fulfilling;
 - (e) maintain a log book showing:
 - i) time and date he/she starts operating the vehicle;
 - ii) time and date when each customer is picked up;
 - iii) the location at which each customer is picked up;
 - iv) the destination at which each customer is discharged;
 - v) total number of trips taken during each shift; and
 - vi) time his/her shift ends.
 - (f) take proper care of all baggage and personal property delivered to him or her for conveyance and shall deliver such property as directed;



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- (g) after delivering a passenger to his or her destination, inspect the vehicle to determine whether or not the passenger has left any property and, if property is found, take all reasonable steps to return it to the owner;
- (h) deliver to the local RCMP detachment within forty-eight (48) hours all property whose owner is unknown;
- (i) not transport a greater number of passengers than the vehicle manufacturer's recommended capacity;
- (j) not consume alcohol or drugs of any kind (besides those prescribed by a medical doctor) while on duty;
- (k) not knowingly, or negligently misinform or deceive any person as to:
 - i) the time, place, arrival or departure of any Public Conveyance; or
 - ii) location of any place, structure or building;
- (l) drive all passengers (unless otherwise directed) to their destinations by the most direct route practicable;
- (m) whenever requested by a passenger, issue a receipt for the amount of the fare paid such passenger;
- (n) not refuse to serve any person solely because of his race, colour, creed, sexual orientation or disability;
- (o) be able to refuse service to a passenger if the passenger is impaired by alcohol or drugs; requests that the Chauffeur carry an animal in the Taxi, other than an animal that is a Service Animal; insists on smoking or persists in smoking in the Taxi; or is disorderly or abusive to the Chauffeur;
- (p) working ability in the English language;
- (q) transport passengers safely within the scope of the *Traffic Safety Act*; and
- (r) in the case of an emergency call 911.

5.3 Every Broker or Chauffeur shall, upon being requested by a License Inspector, advise the address of any place to or from which any passenger has been driven.

**BYLAW NO. 16-14****OF THE TOWN OF STRATHMORE
IN THE PROVINCE OF ALBERTA**

- 5.4 Upon the request of a License Inspector, a Broker shall advise the name and address of the Chauffeur of any Taxi owned by him or her at any particular time.
- 5.5 No Broker or Chauffeur shall have or permit to be installed a radio scanner or similar device capable of monitoring the radio signals of any other Broker in a dispatch office or other location or carried in any Taxi.
- 5.6 Every Broker or Chauffeur shall report to the Chief License Inspector any collision causing damage to his or her vehicle no later than seventy-two (72) hours after the collision. In the event the vehicle is deemed to be unfit for service by the Chief License Inspector, the Taxi License shall be suspended until such time as any physical damage to the vehicle has been repaired and a mechanical inspection attesting to the roadworthiness of the vehicle has been provided to and accepted by the Chief License Inspector.
- 5.7 Notwithstanding any other provision of this Bylaw, a Public Conveyance in respect of which there is not a valid Taxi License, may be operated in the Town provided that:
 - (a) the passenger or passengers in the Taxi are picked up at a location outside of the Town; and
 - (b) the operation of the Taxi carrying passengers in the Town is restricted to proceeding directly from the place where the Taxi enters the Town to the location(s) where all passengers are dropped off.
- 5.8 A Broker or Chauffeur of a Taxi may refuse service to any person who is known to habitually order taxi service and subsequently is unable to pay and who refuses to make payment in advance.

6. TAXI LICENSES

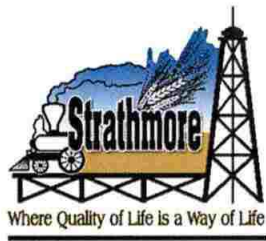
- 6.1 No Public Conveyance shall operate in the Town unless that Public Conveyance is in possession of a valid Town Taxi License.
- 6.2 All Taxi Licenses shall expire at midnight on January 31st of each year.
- 6.3 An applicant for a Taxi License shall provide to the Town:
 - (a) the name of the registered owner and proof of registration of each vehicle to be licensed for use in the business;

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- (b) proof that each vehicle is insured as required by the Province of Alberta and carry a minimum amount of \$2,000,000.00 Liability Insurance;
 - (c) a mechanical fitness report with respect to each vehicle in the form prescribed by the Chief License Inspector, completed by a licensed mechanic at a licensed garage approved by the Chief License Inspector within the period of two (2) weeks prior to the date of the application;
 - (d) the Taxi License fee as set out in Schedule "I" of the Town of Strathmore Fees Bylaw No. 13-21" and amendments thereto; and
 - (e) any other information required by the Chief License Inspector.
- 6.4 A Taxi License shall be affixed to the Public Conveyance in the manner prescribed by the Chief License Inspector and no person shall use a Taxi License or allow it to be used by any other person or with respect to any vehicle other than the one for which the Taxi License was issued.
- 6.5 Sale of Vehicles to another Licensed Broker
- (a) Should a licensed Broker desire to purchase another vehicle (from another licensed Broker) previously licensed in the Town, the purchasing Broker shall deliver to the License Inspector, the identification tag number issued and the information concerning the vehicle to be substituted including:
 - i) Mechanical Fitness Report
 - ii) Evidence of Registration
 - iii) Evidence of Insurance
 - iv) Such other information as the License Inspector may reasonably require to ensure conformity with this Bylaw.
 - (b) When the Chief License Inspector is satisfied that the motor vehicle proposed to be added complies with this Bylaw and is safe, fit and suitable for use and that the above conditions have been met, she shall, upon payment by the Broker of the fee required in Schedule "I" of the Town of Strathmore Fees Bylaw No. 13-21 and amendments thereto, make changes to the vehicle record.

7. TAXI IDENTIFICATION

- 7.1
- (a) A Broker of a taxi service shall register with the Town, the company logo of the Taxis operated by that Broker; and



BYLAW NO. 16-14

OF THE TOWN OF STRATHMORE IN THE PROVINCE OF ALBERTA

- (b) The Chief License Inspector may reject a logo, in his or her opinion, it would be likely to deceive any person or cause confusion because it is similar to a logo previously adopted by any other Broker of a taxi service.

7.2 Each Taxi shall:

- (a) prominently display on both sides of its exterior the name, phone number, and logo of the Broker which shall be permanently affixed;
- (b) prominently display on both sides of the exterior of the Taxi a Taxi identification number in lettering not less than five (5) centimetres in height;
- (c) display on its roof a permanently affixed illuminable dome light; and
- (d) display on each rear door window, in a format approved by the Chief License Inspector, the current Taxi fares and acceptable methods of payment.

7.3 No Person shall operate a Taxi in the Town with the logo of a Broker that such person does not work for or is not affiliated with.

7.4 If a vehicle licensed as a Taxi ceases to be licensed as a Taxi for any reason, its owner shall ensure that all markings of any kind upon or within it, which serve to identify it as a Taxi, are removed within seven (7) days of the date on which it ceases to be licensed as a Taxi.

8. TAXI ADVERTISING

8.1 Advertising material on Taxis shall be restricted to roof top advertising display units or rear window advertising provided that:

- (a) signs must be standard manufactured units;
- (b) illumination of advertising shall not exceed forty (40) watts of power and is non-flashing;
- (c) advertising messages do not exceed forty (40) centimetres in height;
- (d) advertising is appropriate and in good taste and approved by the Chief License Inspector; and

**BYLAW NO. 16-14****OF THE TOWN OF STRATHMORE
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- (e) perforated vinyl window film is used on the rear window and has the approval of the Chief License Inspector prior to installation of window film.

9. LIMOUSINES

- 9.1 No person operating a Limousine shall operate on a fixed or regularly recurring scheduled route (similar to one a bus would follow).
- 9.2 No Broker or Limousine Chauffeur shall:
 - (a) park his or her Limousine in any taxi stand for the purpose of soliciting or obtaining passengers;
 - (b) cruise roads in the Town looking for passengers; or
 - (c) affix any advertising to the body of any Limousine.
- 9.3 The Chauffeur of a Limousine shall always have a current written contract that was previously arranged with a client and shall produce the contract upon demand of a License Inspector.

10. MECHANICAL INSPECTIONS

- 10.1 A Person shall not operate, cause or permit the Operation of a Public Conveyance unless a valid Mechanical Inspection Certificate has been issued for that Public Conveyance.
- 10.2 Failure of the Owner to obtain a valid Mechanical Inspection Certificate for a Public Conveyance may result in a suspension or cancellation of a Public Conveyance.
- 10.3 Every Public Conveyance shall be inspected at least once every six (6) months by a Licensed Mechanic at a Licensed Garage that has been approved by the Chief Licence Inspector.
 - (a) All costs associated with mechanical inspections shall be borne by the Owner of the Motor Vehicle.
- 10.4 The Licensee shall ensure that each Public Conveyance is inspected by a Peace Officer every six (6) months for compliance with this Bylaw and the requirements established by the Chief License Inspector from time to time.

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- 10.5 The Licensee or Driver of a Public Conveyance must at all times at the request of a Peace Officer produce a satisfactory Vehicle Inspection Certificate, which certificate must show that such vehicle inspection was successfully completed within the six (6) months immediately preceding.
- 10.6 Upon the direction of a Peace Officer or the Chief License Inspector, the Licensee named on a Public Conveyance shall provide for inspection the Motor Vehicle for which the Public Conveyance was issued at the time and location specified by the Peace Officer or Chief License Inspector.
- 10.7 Failure to complete a vehicle inspection or attend to have a vehicle inspection conducted may result in suspension or cancellation of the Taxi License of the Motor Vehicle in question.

11. VEHICLE PROVISIONS

- 11.1 Every Broker shall ensure that every vehicle is maintained in good repair in accordance with the following requirements:
- (a) the vehicle shall at all times be smoke free;
 - (b) the interior of the vehicle shall be kept clean, dry, neat, in good repair and free of refuse, loose papers, noxious substances and other materials;
 - (c) all vehicle upholstery including roof interior, door panels, floors and floor mats, shall be kept clean and free from all dust, dirt, grease, oil and any other item that can be transferred on the person, clothing or possessions of a passenger and be in good repair having no holes, rips or stains on the upholstery;
 - (d) the interior of the vehicle trunk shall be kept clean, neat, free of refuse, loose papers and other materials, and free of hazards that may stain or tear passenger luggage;
 - (e) the dashboard and rear window ledge shall be free of any item or material that may impair the Driver's vision or give the impression of an unkept appearance;
 - (f) the vehicle exterior shall be kept in a clean condition at all times and free from all dust, dirt, grease, oil adhesive resin and any other item that can be transferred on the person, clothing or possessions of a passenger, except water or snow;



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**OF THE TOWN OF STRATHMORE
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- (g) all exterior trim and moulding shall be intact and maintained as closely as possible to the original manufacturer's trim. Damaged or missing exterior vehicle trim shall be replaced;
 - (h) all exterior vehicle body panels shall be free from damage and maintained as closely as possible to the original manufacturer's specifications. Dents and rust areas shall be repaired to match the Colour Scheme;
 - (i) all wheels shall have, where equipped, appropriate and matching rims and hubcaps in good condition or alloy wheels;
 - (j) front and rear bumpers and grill of the vehicle shall be in good condition and affixed properly;
 - (k) the vehicle shall be equipped with a spare tire in good condition and all tools and equipment required to change a tire; and
 - (l) all decals, licences and notices required by this Bylaw shall be properly placed, intact, clean and visible without obstruction.
- 11.2 Every Public Conveyance shall be equipped with tires specifically designed by the manufacturer for winter use, of a brand and model approved by the Chief Licence Inspector, from November 1 to April 30.
- 11.3 All Vehicles shall be equipped with a child car seat anchoring device that meets the specifications for child car safety seat anchoring devices as required by the Federal *Motor Vehicle Safety Regulations* and the *Motor Vehicle Restraint Systems and Booster Seat Safety Regulations*.
- (a) The anchoring device shall be:
 - (i) installed in accordance with the manufacturer's instructions; and
 - (ii) available for use at all times by a passenger.
 - (b) Nothing in this Bylaw obligates a Driver to:
 - (i) provide a passenger with a child car safety seat;
 - (ii) attach a child car safety seat to the anchoring device;
 - (iii) make any assessment of whether the child car safety seat is properly affixed to the anchoring device; or



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- (iv) make any assessment of whether a child safety seat used by a passenger meets the requirements for a seat, or is appropriate for a child being transported in it.

11.4 If a Public Conveyance makes available a child car safety seat to passengers, the child car safety seat must meet the *Canadian Motor Vehicle Safety Standards (CMVSS213)*.

12. PUBLIC CONVEYANCE INSPECTIONS

12.1 A License Inspector may at any time inspect any Public Conveyance to determine the following:

- (a) the validity of the Taxi License;
- (b) the validity of the driver's Chauffeur License;
- (c) the mechanical or physical condition of the vehicle; or
- (d) standards of repair and cleanliness of the vehicle.

12.2 No Broker or Chauffer shall operate or permit the operation of a Public Conveyance that does not meet the standards for physical condition, repair and cleanliness prescribed by the Chief License Inspector.

12.3 A License Inspector may at any time issue an Order to Remedy to require a Public Conveyance be inspected by a garage designated by the Town, at such time and place as that License Inspector may designate and the vehicle owner shall deliver such Public Conveyance at the time and place so designated. All costs of the mechanical inspection shall be paid by the vehicle owner.

12.4 Where a Peace Officer believed, on reasonable and probable grounds, that an offence has been committed under this Bylaw in relation to a Public Conveyance, the Peace Officer may:

- (a) issue an Order to Remedy;
- (b) seize the vehicle and cause it to be removed and stored at a suitable location; and
- (c) suspend and seize the Chauffeur's License and Taxi License.

12.5 In the event that a Public Conveyance has been seized in accordance with Section 12.4, said Public Conveyance shall be held by the Town for a period of not more

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than fourteen (14) days unless the Public Conveyance must be released to a garage for repair.

- (a) If the offence has been remedied within the said fourteen (14) days, the Public Conveyance shall be returned to the Chauffer; and the Chauffer shall be responsible for any and all costs associated with the seizure of the Public Conveyance.
- (b) If the offence has not been remedied within the said fourteen (14) days, the Town may dispose of said Public Conveyance in the manner deemed appropriate by the Chief License Inspector. Any proceeds received from the disposition of the Public Conveyance shall be applied firstly against any costs incurred by the Town with respect to the seizure and, secondly, to the Chauffeur.

12.6 In the event the Town uses a third party facility for the storage of a seized Public Conveyance, the Chauffer must satisfy the Chief License Inspector that all costs associated with said storage have been paid prior to the Chief License Inspector authorizing release of the Public Conveyance.

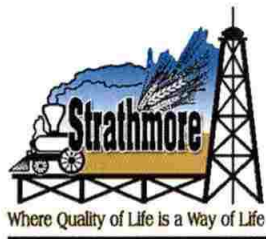
13. ORDER TO REMEDY

13.1 Any decision of a License Inspector pursuant to this Bylaw may be appealed in writing firstly to the Chief License Inspector, who will render a decision with respect to the complaint within fourteen (14) days of receipt of the complaint.

13.2 A Peace Officer is hereby authorized and empowered to issue an Order to Remedy to any person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.

13.3 If the person to whom an Order to Remedy has been issued fails to comply with the Order to Remedy within the time specified therein:

- (a) the Town may take whatever steps are necessary to remedy the contravention of the Bylaw and the cost of doing so becomes a debt owing to the Town by the person to whom the order was issued;
- (b) Any items removed pursuant to this section, if deemed of value by the Town, will be removed to a place of safe keeping and will:
 - (i) be assessed a daily fee for storage as may be determined from time to time by the Chief Administrative Officer; and
 - (ii) if unclaimed within thirty (30) days, be sold at public auction.

**BYLAW NO. 16-14****OF THE TOWN OF STRATHMORE
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- 13.4 Nothing in this Bylaw shall prevent a Peace Officer from issuing a Voluntary Payment Tag or Violation Ticket for the mandatory Court appearance of any person who contravenes any provision of this Bylaw.

14. APPEAL PROCESS

- 14.1 Any decision (except one to issue a Voluntary Payment Tag or Violation Ticket) of the Chief License Inspector (in such cases where the authority is derived through delegation) pursuant to this Bylaw may be appealed to the CAO by filing a written notice of appeal with the Chief License Inspector within fourteen (14) days of the date of the Chief License Inspector's decision.
- 14.2 An appeal filed pursuant to this Section must be in the form determined by the Chief License Inspector and must be accompanied by the appropriate fee.
- 14.3 The CAO may confirm, revoke or modify the decision of the Chief License Inspector.

15. PENALTIES

- 15.1 Any person who contravenes any provision of this Bylaw is guilty of an offence and liable on summary conviction to a fine of not less than Two Hundred Fifty (\$250.00) Dollars and not more than Ten Thousand (\$10,000.00) Dollars.
- 15.2 The specified fines for an offence committed pursuant to this Bylaw are set out in the attached Schedule "A".
- 15.3 In the case of an offence that is of a continuing nature, a contravention shall constitute a separate offence in respect of each day, or part of a day, on which that offence continues.

16. VOLUNTARY PAYMENT TAG

- 16.1 A Peace Officer is hereby authorized and empowered to issue a Voluntary Payment Tag to any person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- 16.2 A municipal Voluntary Payment Tag may be issued to such person:
- (a) either personally; or
 - (b) by mailing a copy to such person at his last known address.

**BYLAW NO. 16-14****OF THE TOWN OF STRATHMORE
IN THE PROVINCE OF ALBERTA**

- 16.3 Where a contravention of this Bylaw is of a continuing nature, further Voluntary Payment Tags or Summons may be issued by a Peace Officer provided that no more than one (1) Voluntary Payment Tag or Summons shall be issued for each calendar day that the contravention continues.
- 16.4 Where a Voluntary Payment Tag is issued pursuant to this Bylaw, the person to whom the Voluntary Payment Tag is issued may, in lieu of being prosecuted for the offence, pay to the Town the penalty specified on the Voluntary Payment Tag.
- 16.5 Nothing in this Bylaw shall prevent a Peace Officer from issuing a Violation Ticket for the mandatory Court appearance of any person who contravenes any provision of this Bylaw.

17. VIOLATION TICKET

- 17.1 If the penalty specified on a Voluntary Payment Tag is not paid within the prescribed time period, then a Peace Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act*.
- 17.2 Notwithstanding any other provision of this Bylaw, a Peace Officer is hereby authorized and empowered to immediately issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act* to any person who the Peace Officer has reasonable grounds to believe has contravened any provision of this Bylaw.

18. MISCELLANEOUS

- 18.1 Nothing in this Bylaw relieves a person from complying with any federal or provincial law or regulation, other bylaw or any requirements of any lawful permit, order, consent or other direction.
- 18.2 Where this Bylaw refers to another Act, Regulation or agency, it includes reference to any Act, Regulation or agency that may be substituted therefor.

19. REPEALS

- 19.1 Bylaw No. 08-25 and any amendments thereto are hereby repealed.

20. EFFECTIVE DATE

- 20.1 This Bylaw shall come into full force and effect on January 31, 2017.

READ a first time this 21st day of September, 2016.



BYLAW NO. 16-14

OF THE TOWN OF STRATHMORE
IN THE PROVINCE OF ALBERTA

READ a second time this 21st day of September, 2016.

READ a third and final time this 19th of October, 2016.



Mayor



Chief Administrative Officer



BYLAW NO. 16-14

**OF THE TOWN OF STRATHMORE
IN THE PROVINCE OF ALBERTA**
Schedule "A"**Voluntary Payment Tag**

<u>Section</u>	<u>Offence</u>	<u>Amount</u>
3.1	Operating without a Broker License	\$500.00
10 11	Failure to Ensure that all Public Conveyances are smoke free, clean, in good condition, and mechanically maintained.	\$500.00 and/or impoundment of Public Conveyance.
4.1	Operating without a Chauffeur License	\$500.00
5.7	Public conveyances picking up passengers within the Town of Strathmore when not licensed with the Town of Strathmore	\$500.00
6.1	Operating without a Taxi License	\$500.00



Request for Decision

To: Town Council

Staff Contact: Kate Bakun, Planner

Date Prepared: June 19, 2024

Meeting Date: July 17, 2024

SUBJECT: Land Use Bylaw Amending Bylaw No. 24-16 (137 Orchard Way).

RECOMMENDATION: THAT Council give First reading to Bylaw No. 24-16, being a bylaw to amend Land Use Bylaw No. 14-11;

AND THAT Council direct Administration to schedule a Public Hearing for Bylaw No. 24-16 on September 18, 2024 at 6:00 p.m. in Council Chambers.

STRATEGIC PRIORITIES:



Affordable
Housing



Climate
Resiliency



Community
Development



Community
Wellness



Economic
Development



Financial
Sustainability

HOW THE STRATEGIC PRIORITIES ARE MET:

The construction of a multifunctional light industrial building with a health services facility strategically aligns with priorities aimed at economic diversification, community well-being, community integration, and community resilience.

SUSTAINABILITY

ECONOMIC SUSTAINABILITY:

The construction of a multifunctional light industrial building with a health services facility advances the goals of enhancing accessibility to healthcare facilities and promoting economic diversification in the area.

SOCIAL SUSTAINABILITY:

The construction of a multifunctional light industrial building with a health services facility can contribute to social sustainability by creating a vibrant, inclusive, and resilient community, while also adding new workplaces.

ENVIRONMENTAL SUSTAINABILITY:

By integrating energy efficiency and resource conservation principles into the construction of a multifunctional light industrial building with a health services facility, the developer could minimize the environmental footprint, conserve resources, and create healthier and more sustainable living environments for occupants.

IMPLICATIONS OF RECOMMENDATION:

ORGANIZATIONAL:

N/A

OPERATIONAL:

Kateryna Bakun (Planner) has been assigned to this project.

FINANCIAL:

The proposed project will require a development permit and building permit applications, which will include the collection of all applicable fees under the Town's fees bylaw.

POLICY:

Staff believe the following policies of the Town's Municipal Development Plan (MDP) 2014 apply to the proposed application:

3.5.3. The Town shall seek to attract light to medium industrial developments to further substantiate Strathmore's place as a regional service center and provide employment and growth to the community.

3.5.5. The municipality shall encourage the development of more innovative and environmentally friendly industrial employment centres such as comprehensively designed, eco-business parks which can create employment for the residents of Strathmore, create minimal environmental impact and demonstrate leadership.

IMPLEMENTATION:

Staff will advertise the public hearing in accordance with Section 606 of the Municipal Government Act. We will also request that the public hearing be advertised on our social media.

Staff will be available for phone calls and meetings with any residents who have questions or wish to speak to us about the proposed land use re-designation application.

BACKGROUND:

Staff received an application for a land use re-designation (Bylaw No. 24-16) for 137 Orchard Way (Lot 23 Block 01 Plan 981 3631) on April 26, 2024. The application was deemed complete after the client submitted additional required information on June 11, 2024. The proposed re-designation aims to allow for the construction of a multifunctional light industrial building with a health services facility.

Currently, the M1 – Light Industrial District does not list Health Services as either a Permitted or Discretionary Use and a land use amendment is required before administration can accept a development permit application.

The site currently consists of an undeveloped lot with an old metal shed. The lot, which is a corner property, has an area of 7236.7 m² (0.72 ha) and is bordered by Orchard Park Road and Orchard Way. The neighboring properties include M1 – Light Industrial District uses to the west (transmission shop), east (butcher shop), and south (auto body shop), and the CHWY – Highway Commercial District to the north.

The project proposal is to create a multifunctional light industrial building with a health services facility. The new development with various services will provide health care services to the town's citizens, create new jobs, and become an attractive feature in the industrial district.

The project provides 61 parking stalls, while the requirement is 68 parking stalls. A variance for 7 parking stalls will need to be obtained at the Development Permit stage. In staff's opinion, the required variances is minor, and the majority of the project complies with the requirements outlined in the M1 – Light Industrial District.

In conclusion, the proposed land use re-designation to M1 – Light Industrial District, Direct Control District Overlay for a multifunctional light industrial building with a health services facility may help address the demand for health services. It may also enhance the vibrancy of the area and contribute positively to the social, economic, and environmental fabric of Strathmore. Staff believe that the location is suitable for the development of this project and represents a positive direction for the town's growth. The application is largely in line with the town's Municipal Development Plan, and there are policies which support the application.

KEY ISSUE(S)/CONCEPT(S):

DESIRED OUTCOMES:

THAT Council give First reading to Bylaw No. 24-16, being a bylaw to amend Land Use Bylaw No. 14-11;

AND THAT Council direct Administration to schedule a Public Hearing for Bylaw No. 24-16 on September 18, 2024 at 6:00 p.m. in Council Chambers.

COMMUNICATIONS:

Staff will advertise the public hearing in accordance with the *Municipal Government Act* by including notices in the Strathmore Times, on the Town's social media pages, publishing notice on the Town's website, and by sending notice by regular mail to adjacent landowners.

ALTERNATIVE ACTIONS/MOTIONS:

ATTACHMENTS:

[Attachment I: Land Use Bylaw Amending Bylaw No. 24-16](#)
[Attachment II: 24-16 137 Orchard Way - Proposed Redesignation](#)
[Attachment III: Presentation Bylaw 24-16 - 137 Orchard Way](#)

Chuck Procter, Manager of Development Services

Approved
- 12 Jul
2024

Jamie Dugdale, Director of Infrastructure, Operations, and Development Services

Approved
- 12 Jul
2024

Veronica Anderson, Legislative Services Officer

Approved
- 12 Jul
2024

Johnathan Strathee, Manager of Legislative Services

Approved
- 12 Jul
2024

**BYLAW NO. 24-16**
**OF THE TOWN OF STRATHMORE
IN THE PROVINCE OF ALBERTA**
**BYLAW NO. 24-16
TOWN OF STRATHMORE
IN THE PROVINCE OF ALBERTA**
**BEING A BYLAW OF THE TOWN OF STRATHMORE IN THE PROVINCE OF ALBERTA
TO AMEND THE LAND USE BYLAW NO. 14-11.**

WHEREAS the *Municipal Government Act, being Chapter M-26, of the Revised Statutes of Alberta 2000* and amendments thereto provides authority for the Town to regulate such matters;

AND WHEREAS Council holds public hearings as required by Section 692 of the *Municipal Government Act, R.S.A. 2000, c.M-26* as amended;

NOW THEREFORE BE IT RESOLVED THAT the Municipal Council of the Town of Strathmore, in the Province of Alberta duly assembled **HEREBY ENACTS AS FOLLOWS:**

1. SHORT TITLE

1.1 This Bylaw may be cited as the "Land Use Bylaw Amending Bylaw No. 24-16"

2. AMENDMENTS

2.1 That Bylaw No. 14-11 Schedule A – Land Use District Map is amended by changing the land use designation of Lot 23 Block 01 Plan 981 3631, containing +/- 0.72 hectares (+/- 77500 sqft) from M1 – Light Industrial District to M1 – Light Industrial District. Direct Control District Overlay as shown below in Schedule "A".

3. EFFECTIVE DATE

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

READ A FIRST TIME this _____ day of 2024

PUBLIC HEARING HELD this _____ day of _____, 2024

READ A SECOND TIME this _____ day of _____, 2024



BYLAW NO. 24-16
OF THE TOWN OF STRATHMORE
IN THE PROVINCE OF ALBERTA

READ A THIRD AND FINAL TIME this ____ day of _____, 2024

MAYOR

CHIEF ADMINISTRATIVE OFFICER

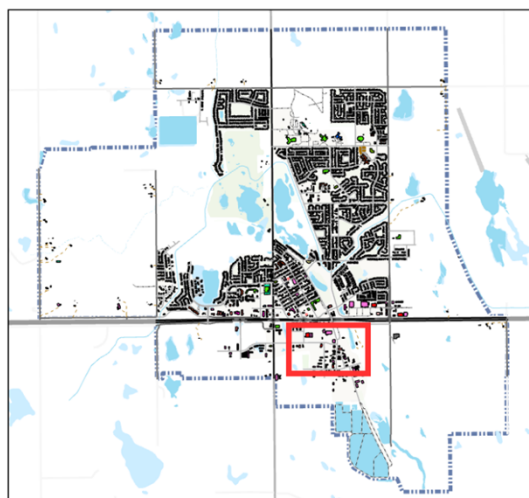
Schedule "A"

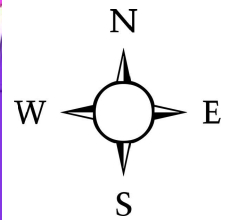


Land Use District:



M1 – Light Industrial District. Direct Control District Overlay





137 Orchard Way - Context:

- Subject Parcel

4.14	M1 – LIGHT INDUSTRIAL DISTRICT
-------------	---------------------------------------

1. PURPOSE: To provide for a light industrial district with uses that are carried on in buildings, on-site, with limited outside storage and retail sales.

2. USES:

a) Permitted Uses

Accessory Buildings
 Auctioneering Establishments
 Automotive and Equipment Repair Shops
 Automotive and Recreational Vehicle Sales/Rentals
 Automotive Services
 Bus Services
 Contractor Services, General
 Contractor Services, Limited
 Custodial Dwelling Unit
 Custom Manufacturing Establishments
 Detention and Correction Services
 Fleet Services
 Funeral Home
 General Industrial – Minor
 Government Services
 Greenhouses and Plant Nurseries
 Heavy Vehicle and Equipment Sales and Rentals
 Indoor Firing Range
 Kennels
 Parking
 Public Parks
 Private Recreational Vehicle Storage
 Professional Offices and Support Services, ancillary to the Primary Use Only
 Protective and Emergency Services
 Recycling Depots
 Religious Assembly
 Residential Sales Centre
 Retail Stores, General
 Sea Can
 Signs
 Truck and Mobile Home Sales/Rentals
 Utilities
 Veterinary Services, Minor

Bylaw #22-01

Bylaw #17-12

b) Discretionary Uses

Adult Entertainment
 Athletic and Recreational Facility, Indoor
 Athletic and Recreational Facility, Outdoor
 Auto Body and Paint Shops
 Cannabis Stores

Bylaw #17-09

Bylaw #18-08

Bylaw #16-10	Drive Through Food Services
	Eating and Drinking Establishments, Major
	Eating and Drinking Establishments, Minor
	Education Services
Bylaw #15-40	Emergency Shelter
	Equipment and Storage Yard
Bylaw #16-10	Firing Range
	Gas Bar
	Mini or Self Storage
	Public Assembly Establishments, Major and Minor
Bylaw #22-01	Utility Building
	Veterinary Services, Major
	Emergency Shelter

3. GENERAL SITE REQUIREMENTS:

a) Site Area

- i. 929m²

b) Minimum Landscaped Area

- i. A minimum 4.5m landscaped strip parallel to the front road and a 3.0m landscaped strip on every other property edge that abuts a non-industrial use, to the satisfaction of the Approving Authority

c) Minimum Front Yard Setback

- i. Principal Building – 6 m
- ii. Accessory Building – As determined by the Development Officer

d) Minimum Rear Yard Setback

- i. Principal Building – 1 m
- ii. Accessory Building – 1 m

e) Minimum Side Yard Setback - As determined by the Development Officer

f) Site Coverage - As determined by the Development Officer

g) Building Height

- | | |
|--------------|--|
| Bylaw #16-10 | <ul style="list-style-type: none"> i. As required by the Approving Authority for the Principal Building ii. 5.0 m for the Accessory Building |
|--------------|--|

4. OTHER SITE REQUIREMENTS:

Parking Areas

- a) All required parking areas shall be at minimum graveled and maintained to minimize dust.

Exterior Building Materials

- b)** Exteriors of Additions to existing buildings shall be constructed with materials compatible to the existing buildings, to the satisfaction of the Approving Authority.

Bylaw #22-01

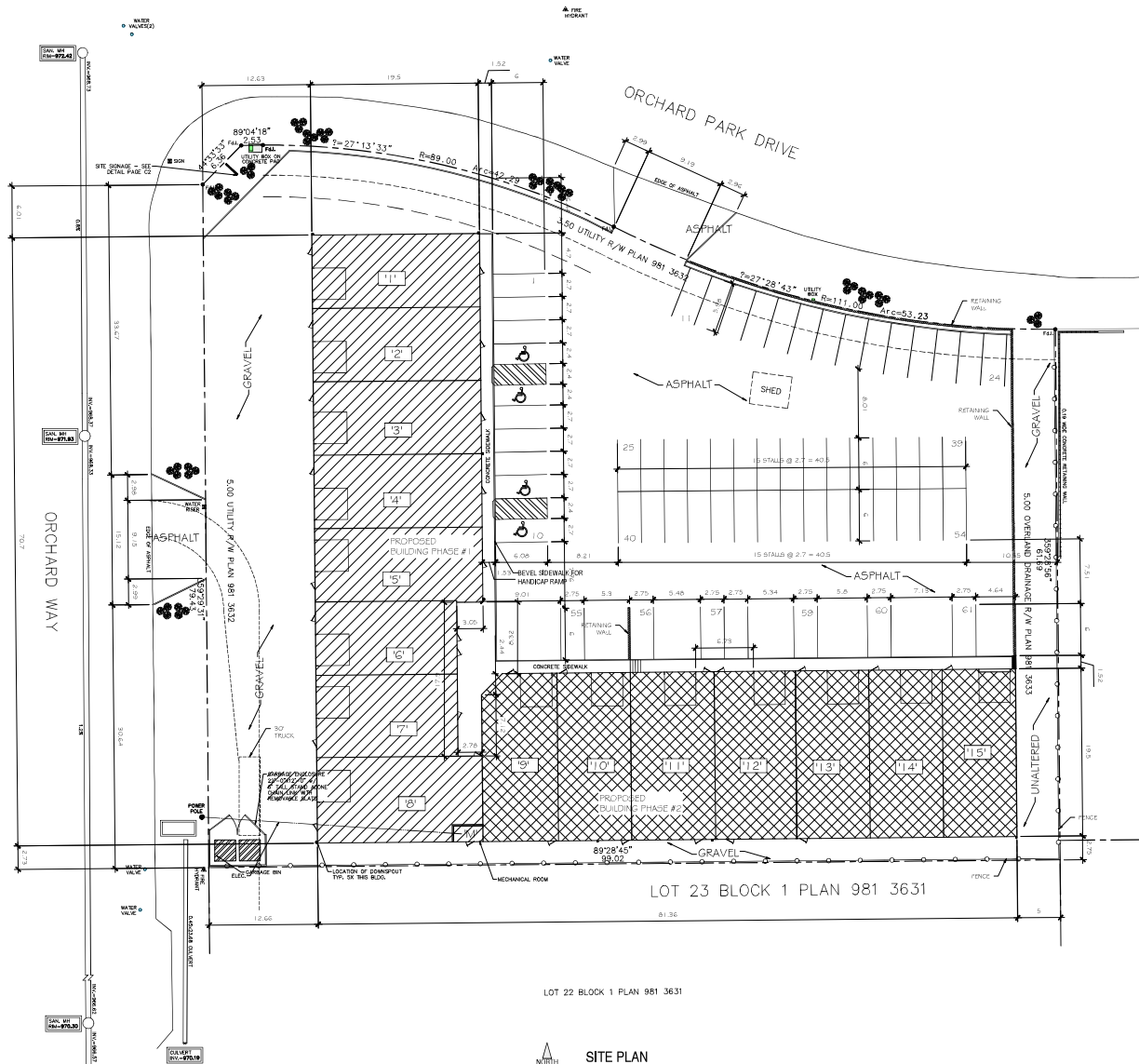
Mechanical Equipment

- c)** All mechanical equipment on a roof of any building visible from the highway shall be concealed in a manner compatible with the architectural character of the building, or concealed by incorporating it within the building.

Bylaw #22-01

Sea Cans

- d)** Sea Cans used for storage shall not be placed on a property adjacent to a residential district.



SITE PLAN
SCALE: 1:200

- BEFORE CONSTRUCTION BEGINS THE OWNER/BUILDER SHALL OBTAIN ALL NECESSARY PERMITS AND REVIEW DRAWINGS TO CHECK AND VERIFY INFORMATION AND REPORT ANY DISCREPANCIES.
- STRUCTURAL DRAWINGS SHOW THE COMPLETE STRUCTURE. COMPONENTS WHICH MAY BE NECESSARY FOR SAFETY OR TEMPORARY BRACING DURING CONSTRUCTION ARE THE RESPONSIBILITY OF THE BUILDER.
- ALL WOOD TO BE KILN DRIED, NO. 2 GRADE SPRUCE / PINE / FIR OR BETTER.
- ALL WOOD IN CONTACT WITH THE GROUND SHALL BE TREATED WITH WOOD PRESERVATIVE WITH NONHCRIBED METHOD OF TREATMENT.
- POSTS TO BE FABRICATED IN ACCORDANCE WITH THE ANSI/AIA EP 559.
- ROOF TRUSSES DESIGNED BY OTHERS.
- AS NO GEOTECHNICAL STUDY HAS BEEN UNDERTAKEN, THE FOOTINGS HAVE BEEN DESIGNED BASED ON ABC 2019 ALLOWABLE BEARING CAPACITY FOR STEE CLAYTILL. IF THE BUILDER OR OWNER IS CONCERNED THAT THE SOIL AT THE SITE APPEARS TO BE OF A DIFFERENT TYPE OR CLASSIFICATION THAN ASSUMED OR THAT OTHER CHASTE SOIL CONDITIONS MAY CONTRIBUTE TO LOWER BEARING CAPACITY, THE "ENGINEER OF RECORD" SHALL BE NOTIFIED.
- POST HOLES SHOULD NOT BE ALLOWED TO BECOME DISTURBED, SATURATED, DRIED OUT OR FROZEN DURING CONSTRUCTION.
- SULPHATE RESISTANT TYPE HS CEMENT IS RECOMMENDED FOR USE IN CONCRETE IN DIRECT CONTACT WITH THE SOIL.
- THESE DRAWINGS ARE AN INSTRUMENT OF SERVICE PROVIDED FOR 198227 Alberta Inc. USE ONLY FOR THIS PROJECT.
- DIGITAL REPRODUCTIONS OF THESE DRAWINGS THAT ARE NOT DIGITALLY SIGNED BY THE ENGINEER OF RECORD SHALL NOT BE CONSIDERED AUTHENTICATED

SITE LEGAL INFORMATION:

CANAL AVENUE
LOT NO. 23
BLOCK NO. 1
PLAN NO. 981 3631

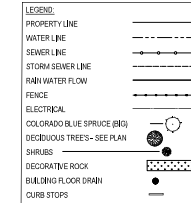
NOTE: THERE ARE NO HYDRANTS ON SITE

LOT DETAILS
LOT AREA: 7286.7 SQ. M.
LOT WIDTH: 61.88 M
LOT DEPTH: 99.82 M

SITE COVERAGE
BUILDING #1 AREA: 2532.2 SQ. M.
SITE AREA: 7286.7 SQ. M.
SITE COVERAGE: 35%

NOTE:
EROSION AND SEDIMENT CONTROL PLAN
CONSISTS OF CLEANING TRIPS OF
CONTRACTORS WHEN LEAVING THE SITE AND
GOOD HOUSE KEEPING PRACTICES INCLUDING
CLEANING THE STREET WHEN REQUIRED DUE
TO BUILD UP OF DIRT AND GRAVEL

NOTE:
DOMESTIC WATER USE ONLY. NO CAPACITY IS
REQUIRED ON SITE FOR FIRE FLOW
PROTECTION.
SPRINKLERS OR SITE HYDRANT. FUTURE
COUNTS NOT TO EXCEED 284V, 22 TOTAL



NOTE:
ALL WORK WILL BE COMPLETED TO CITY OF CALGARY STANDARDS - NO COPPER PIPE WILL BE USED. PVC PIPE DR14 BLUE BRUTE WILL BE INSTALLED.

WATER, SEWER AND STORM DRAIN PIPE ELEVATIONS WILL BE MIN. 300mm APART

TIE-IN TO EXISTING UTILITIES SHOULD NOT BE MADE WITHOUT FIRST OBTAINING AN APPROVED WATER AND SEWER CONNECTION PERMIT FROM THE TOWN OF STRATHMORE

SIDEWALKS AND EDGE OF LANDSCAPING TO BE USED AS CURB STOPS ALONG BUILDING
CURB STOPS TO BE USED AT PROPERTY LINE

PARKING STALLS REQUIRED:
2532.2 SQ. M. / 45 SQ. M. = 56.3 STALLS REQUIRED
61 STALLS PROVIDED
56 STALLS TO BE HANDICAP = MIN. 3 STALLS
4 HANDICAP STALLS PROVIDED

ONLY 1 WATER METER PER SERVICE CONNECTION UNLESS OTHERWISE APPROVED BY THE TOWN OF STRATHMORE

CROSS-CONNECTION CONTROL DEVICE TO BE INSTALLED ON WATER LINE IN METER ROOM IN EACH BUILDING

- NOTE:
- MAXIMUM VEHICLE SIZE PERMITTED ON THE SITE WILL BE 5 TON
 - NO PARKING LOT LIGHTS WILL BE INSTALLED
 - 1-UP TO 1" WATER METER IN EACH METER ROOM WILL BE PROVIDED
 - NO ROOF TOP UNITS PERMITTED ON BLDGS.
 - IF A TENANT REQUIRES A OIL/RT SEPARATOR, ONE WILL BE INSTALLED BEFORE THEY TAKE OCCUPANCY OF THE BAY

REVISION	DATE	No.

NOTES

REGISTERED PROFESSIONAL ENGINEER
ALBERTA
1958227
Alberta Inc.

CONTACT: 403.956.4941
email: claphone@perserra.ca

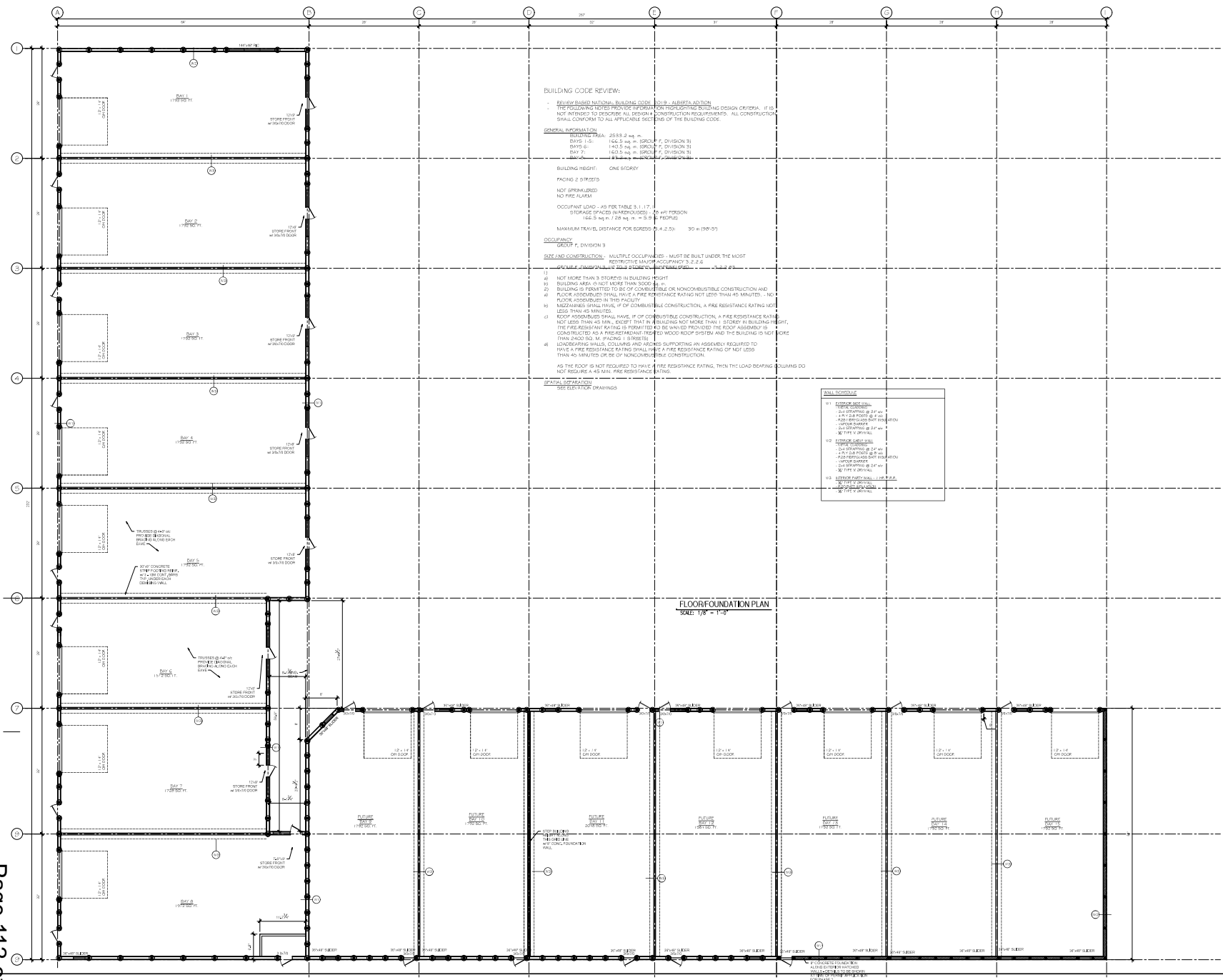
CLIENT: 1958227 Alberta Inc.

PROJECT: 137 ORCHARD WAY BUILDING #1

TITLE: PLOT PLAN

DRAWN: D.H.	CHECKED:	DRAWING
DATE: MAY 2, 2024		
SCALE: 1:200	REV: 15	

RFD-24-133



BUILDING CODE REVIEW:

- REVIEW BASED NATIONAL BUILDING CODE - 2018 - ALBERTA ADTION
- THE FOLLOWING NOTES PROVIDE INFORMATION REGARDING BUILDING DESIGN CRITERIA. IT IS NOT INTENDED TO DESCRIBE ALL DESIGN OR CONSTRUCTION REQUIREMENTS. ALL CONSTRUCTION SHALL CONFORM TO ALL APPLICABLE SECTIONS OF THE BUILDING CODE.

GENERAL INFORMATION:

BUILDING AREA: 25,812 sq. ft.
BAY 1: 15,812 sq. ft. (DIVISION 3)
BAY 2: 1,400 sq. ft. (DIVISION 3)
BAY 3: 1,400 sq. ft. (DIVISION 3)
BAY 4: 1,400 sq. ft. (DIVISION 3)
BAY 5: 1,400 sq. ft. (DIVISION 3)
BAY 6: 1,400 sq. ft. (DIVISION 3)
BAY 7: 1,400 sq. ft. (DIVISION 3)
BAY 8: 1,400 sq. ft. (DIVISION 3)

BUILDING HEIGHT: ONE STOREY

FACING 2 STOREYS

NOT SPRINKLERED

NO FIRE ALARMS

OCCUPANT LOAD - AS PER TABLE 3.1.1.7:
STORAGE SPACES (WAREHOUSES) - 10 sq. ft. PER PERSON
100.0 sq. ft. / 100.0 sq. ft. = 1.0 PERSON

MAXIMUM TRAVEL DISTANCE FOR EGRESS (4.2.5.3): 30 m (98.43')

OCCUPANCY: WAREHOUSE, DIVISION 3

SITE AND CONSTRUCTION: MULTIPLE OCCUPANCIES - MUST BE BUILT UNDER THE MOST RESTRICTIVE ALLOWED OCCUPANCY 3.2.2.6

EXEMPTED FROM BUILDING CODE REQUIREMENTS:

- 1) NOT MORE THAN 3 STOREYS IN BUILDING HEIGHT
- 2) BUILDING AREA IS NOT MORE THAN 3000 sq. ft.
- 3) BUILDING IS FINISHED TO BE OF COMBUSTIBLE OR NONCOMBUSTIBLE CONSTRUCTION AND FLOOR ASSEMBLIES SHALL HAVE A FIRE RESISTANCE RATING NOT LESS THAN 45 MINUTES - NO FLOOR ASSEMBLIES IN THIS FACILITY.
- 4) MEZANINES SHALL HAVE, IF OF COMBUSTIBLE CONSTRUCTION, A FIRE RESISTANCE RATING NOT LESS THAN 45 MINUTES.
- 5) ROOF ASSEMBLIES SHALL HAVE, IF OF COMBUSTIBLE CONSTRUCTION, A FIRE RESISTANCE RATING NOT LESS THAN 45 MIN. EXCEPT THAT IN A BUILDING NOT MORE THAN 1 STOREY IN BUILDING HEIGHT, THE FIRE RESISTANT RATING IS PERMITTED TO BE WALKED PROVIDED THE ROOF ASSEMBLY IS CONSTRUCTED AS A FIRE RESISTANT TYPED WOOD ROOF SYSTEM AND THE BUILDING IS NOT MORE THAN 2400 SQ. M. FLOORING (1 STOREY).
- 6) EXTERIOR WALLS, COLLARS AND ROOFING SUPPORTING AN ASSEMBLY REQUIRED TO HAVE A FIRE RESISTANCE RATING SHALL HAVE A FIRE RESISTANCE RATING OF NOT LESS THAN 45 MINUTES OR BE OF NONCOMBUSTIBLE CONSTRUCTION.

AS THE ROOF IS NOT REQUIRED TO HAVE A FIRE RESISTANCE RATING, THEN THE LOAD BEARING COLUMNS DO NOT REQUIRE A 45 MIN. FIRE RESISTANCE RATING.

DETAILS: SEE ELEVATION DRAWINGS

WALL SCHEDULE
W1 - EXTERIOR WALL - 10' H. P.C. CONCRETE
W2 - EXTERIOR WALL - 10' H. P.C. CONCRETE
W3 - EXTERIOR WALL - 10' H. P.C. CONCRETE
W4 - EXTERIOR WALL - 10' H. P.C. CONCRETE
W5 - EXTERIOR WALL - 10' H. P.C. CONCRETE
W6 - EXTERIOR WALL - 10' H. P.C. CONCRETE
W7 - EXTERIOR WALL - 10' H. P.C. CONCRETE
W8 - EXTERIOR WALL - 10' H. P.C. CONCRETE
W9 - EXTERIOR WALL - 10' H. P.C. CONCRETE
W10 - EXTERIOR WALL - 10' H. P.C. CONCRETE
W11 - EXTERIOR WALL - 10' H. P.C. CONCRETE
W12 - EXTERIOR WALL - 10' H. P.C. CONCRETE
W13 - EXTERIOR WALL - 10' H. P.C. CONCRETE
W14 - EXTERIOR WALL - 10' H. P.C. CONCRETE
W15 - EXTERIOR WALL - 10' H. P.C. CONCRETE
W16 - EXTERIOR WALL - 10' H. P.C. CONCRETE
W17 - EXTERIOR WALL - 10' H. P.C. CONCRETE
W18 - EXTERIOR WALL - 10' H. P.C. CONCRETE
W19 - EXTERIOR WALL - 10' H. P.C. CONCRETE
W20 - EXTERIOR WALL - 10' H. P.C. CONCRETE

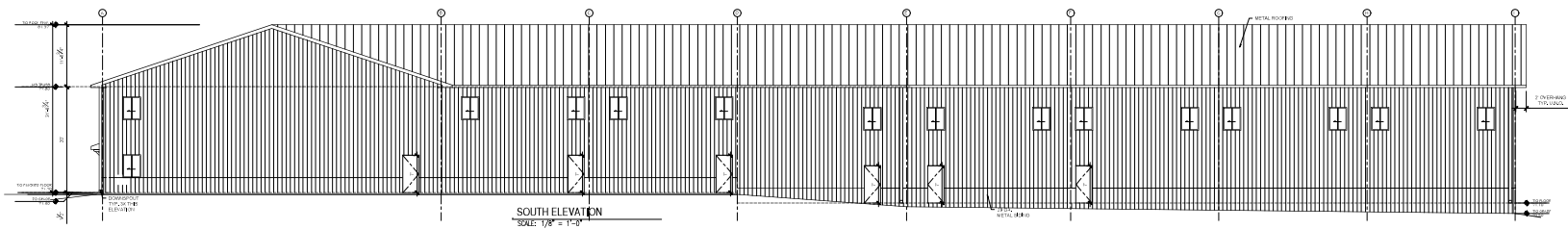
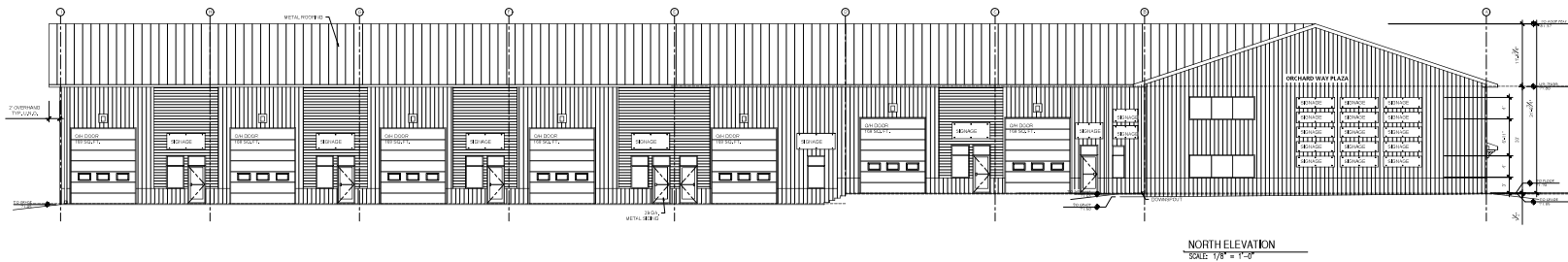
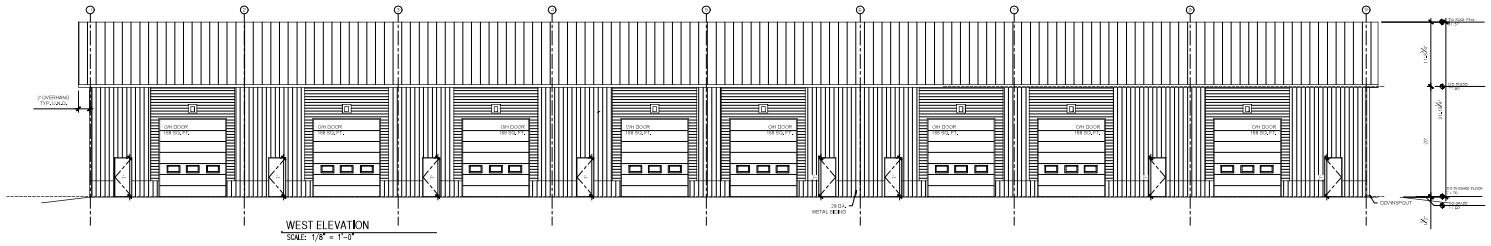
NOTES



1-403-936-4541
cell: 403-319-5705
email: dshiro@perso.ca

CLIENT	1958227 Alberta Inc.
PROJECT	137 ORCHARD WAY PHASE I
TITLE	FLOOR / FOUND. PLAN
DRAWING	DJH DATE: MAY 2, 2024 SCALE: 1/8" = 1'-0"
REV.	1.0

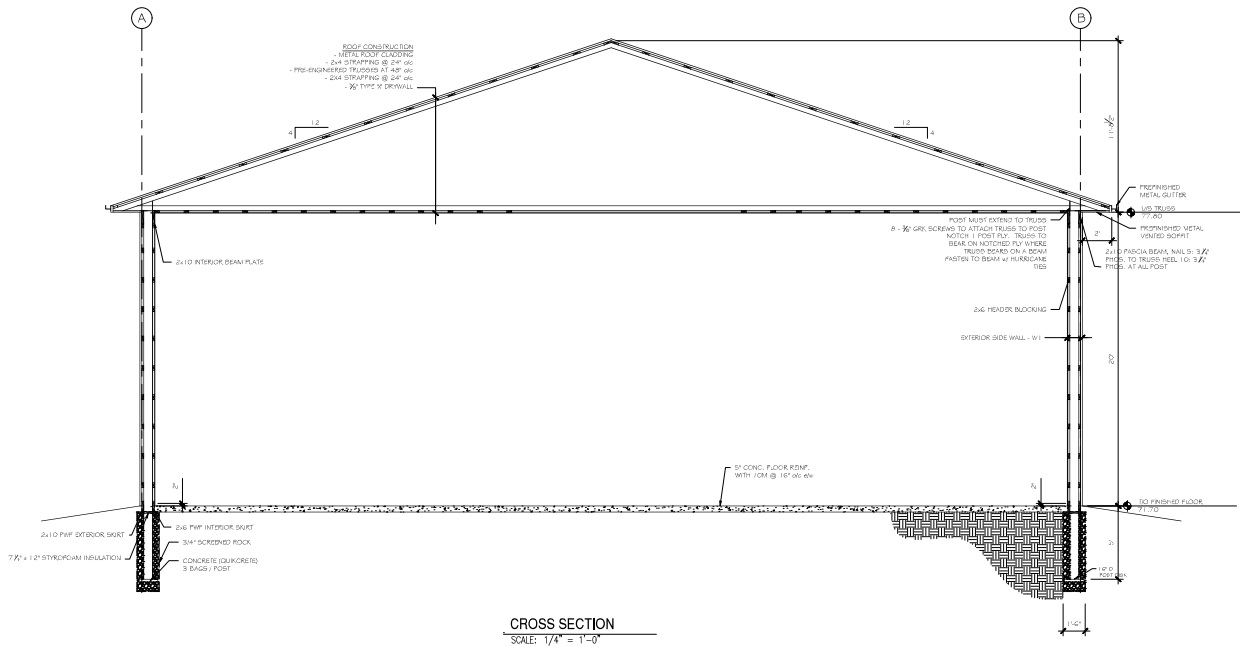
RFD-24-133



CLIENT	1958227 Alberta Inc.
PROJECT	137 ORCHARD WAY PHASE I
TITLE	ELEVATIONS
DRAWN: DJH	CHECKED:
DATE: MAY 2, 2024	REV: 0
SCALE: 1/8" = 1'-0"	

A2

RFD-24-133



CROSS SECTION
SCALE: 1/4" = 1'-0"

NOTES

111.103.934.4541
cell: 403.319.5703
email: daphne@persona.ca

CLIENT	1958227 Alberta Inc.
PROJECT	137 ORCHARD WAY PHASE 1
TITLE	SECTION
DRAWN: DJH	CHECKED:
DATE: APRIL 2, 2024	
SCALE: 1/4" = 1'-0"	REV: 4



Bylaw 24-16

137 Orchard Way | M1 – Light Industrial District -> M1 – Light Industrial District. Direct Control District Overlay

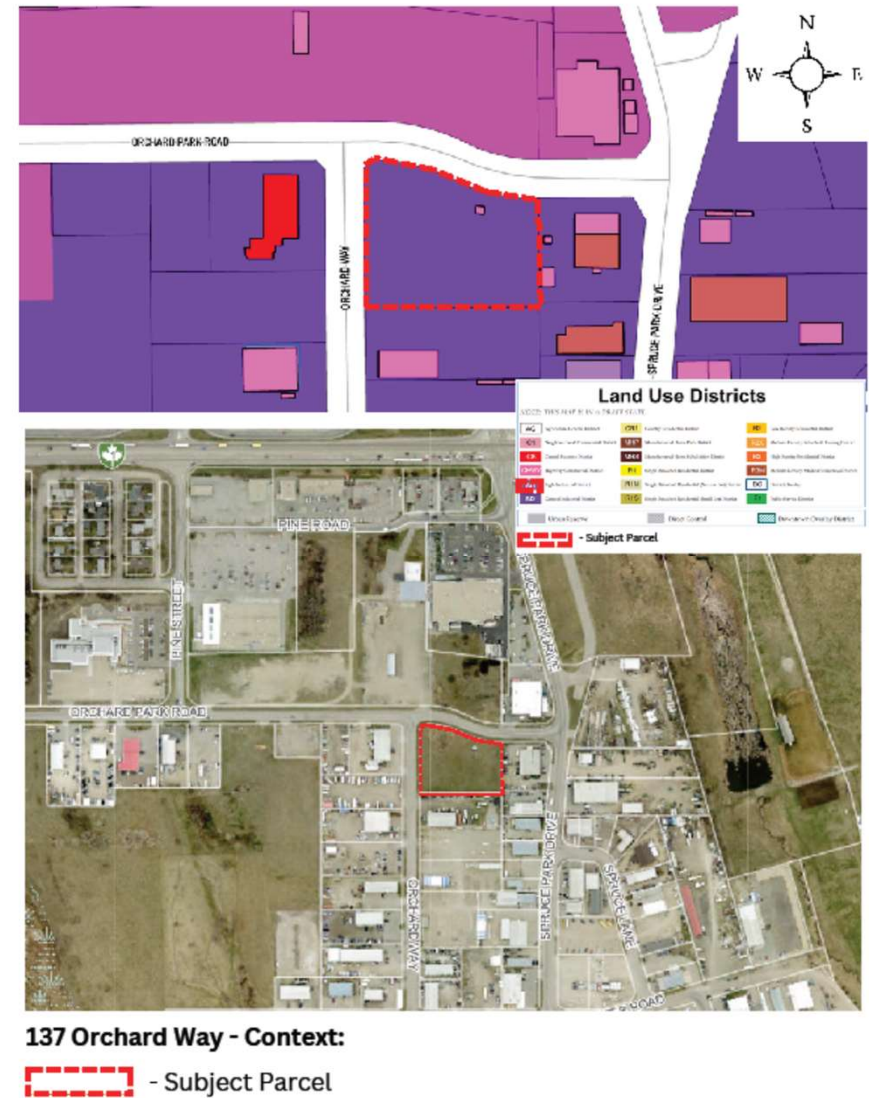
First Reading



Bylaw 24-16

- Staff received a LUB redesignation.
- 137 Orchard Way, Lot 23 Block 01 Plan 981 3631.
- Redesignation from M1 – Light Industrial District to M1 – Light Industrial District. Direct Control District Overlay.

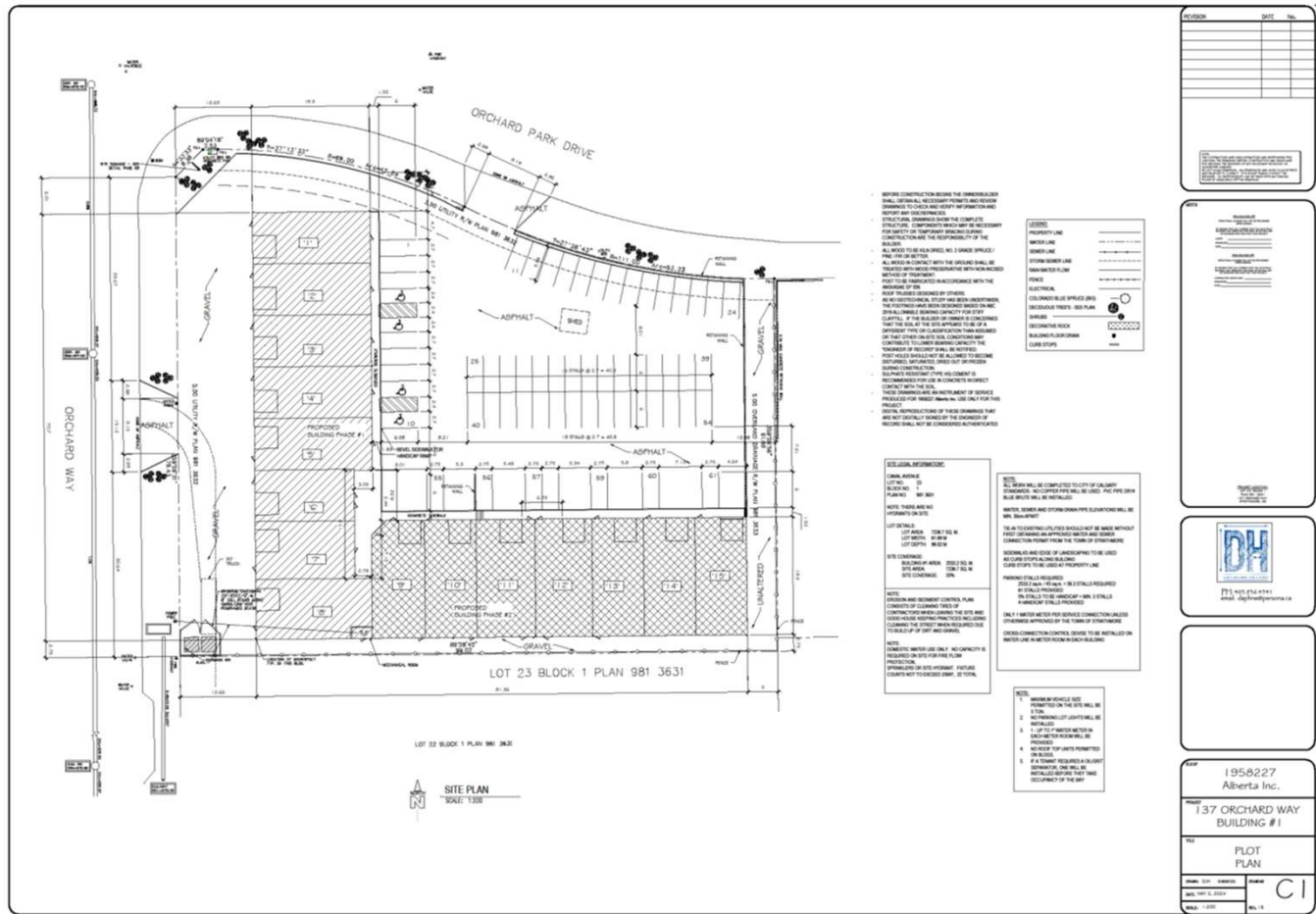
- Currently the area has a land uses M1 – Light Industrial District.
- Surrounded by M1 – Light Industrial Districts and CHWY – Highway Commercial District.



137 Orchard Way 3



- The project proposal is to create a multifunctional light industrial building with a health services facility.



Bylaw 24-16

Recommendation:

THAT Council give First Reading to Bylaw No. 24-16, being a Bylaw to amend the Land Use Bylaw No. 14-11.

THAT Council direct Administration to schedule a Public Hearing for Bylaw No. 24-16 on September 18, 2024 at 6:00 p.m. in Council Chambers.

Thank you!



Request for Decision

To: Town Council

Staff Contact: Donna McCallum, Operations Manager

Date Prepared: July 2, 2024

Meeting Date: July 17, 2024

SUBJECT: 2024 Capital Budget Change of Scope - Emergency Exit Stairwell and Cargo Van, Facilities

RECOMMENDATION: THAT Council approve a Capital Budget Amendment, to reallocate \$65,000 in funds from the Emergency Exit Stairwell and Facilities Cargo Van, towards the purchase of a truck.

STRATEGIC PRIORITIES:



Affordable
Housing



Climate
Resiliency



Community
Development



Community
Wellness



Economic
Development



Financial
Sustainability

HOW THE STRATEGIC PRIORITIES ARE MET:

The purchase of the truck will allow Operations to continue to provide a valuable service of facility maintenance that supports the well being of the community.

SUSTAINABILITY

ECONOMIC SUSTAINABILITY:

N/A

SOCIAL SUSTAINABILITY:

N/A

ENVIRONMENTAL SUSTAINABILITY:

N/A

IMPLICATIONS OF RECOMMENDATION:

GENERAL:

N/A

ORGANIZATIONAL:

N/A

OPERATIONAL:

This vehicle is needed to ensure efficiency of staff driving to locations that require maintenance. This specific vehicle cannot be shared with other staff or divisions as it will be outfitted specifically for the facility maintenance division.

FINANCIAL:

Existing Scope

Emergency Exit Stairwell	\$25,000.00	Business Case 2023-248	Funding - Asset Replacement Reserve
Cargo Van, Facilities	<u>\$40,000.00</u>	Business Case 2023-320	Funding - Asset Replacement Reserve
	\$65,000.00		

Proposed Scope Change

Truck	\$65,000.00
-------	-------------

IMPLEMENTATION:

If Council approves the change of scope, Administration will proceed with the purchase of the truck as outlined.

BACKGROUND:

Council approved the purchase of the Cargo Van and the Emergency Exit Stairwell in the 2024 budget.

KEY ISSUE(S)/CONCEPT(S):

Operations has been working to obtain quotes for the cargo van for the facilities maintenance division. We have ordered the van twice, only to have the manufacturer cancel the order due to lack of availability. Manufacturers have now told Operations they will no longer be making these cargo vans. As the vans are no longer available Operations would like to purchase a truck in replacement of the van. However, as costs have gone up, the truck is more expensive than the van.

During our annual fire inspections the new fire inspector informed us that the second emergency exit is not needed as the stairwell in the Operations is fire rated for 2 hours.

DESIRED OUTCOMES:

Operations would like to use the funds from the Emergency Exit Stairwell to put towards the purchase of a truck for the facilities maintenance division.

COMMUNICATIONS:

N/A

ALTERNATIVE ACTIONS/MOTIONS:

That Council defer the discussion to a future Committee of the Whole Meeting.

Jamie Dugdale, Director of Infrastructure, Operations, and Development
Services

Approved
- 04 Jul
2024

Veronica Anderson, Legislative Services Officer

Approved
- 08 Jul
2024

Johnathan Strathdee, Manager of Legislative Services

Approved
- 08 Jul
2024

Kevin Scoble, Chief Administrative Officer

Approved
- 09 Jul
2024



Request for Decision

To: Council

Staff Contact: Marcie Brinton, Manager of Recreation and Culture

Date Prepared: July 7, 2024

Meeting Date: July 17, 2024

SUBJECT: 2024 Capital Budget Amendment - Family Centre Roof

RECOMMENDATION: THAT Council approve the reallocation of funds in the amount of \$90,000 from the Curling Rink Roof Replacement Project in the 2024 Capital Budget to complete phase 2 of the Family Centre Roof Replacement Project (parapet replacement).

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 the residents of Strathmore. The need to replace the Family Centre south parapet is essential to ensuring the building envelope is maintained and as such, there is no impact to the programs and services offered to the community.

SUSTAINABILITY

ECONOMIC SUSTAINABILITY:

N/A

SOCIAL SUSTAINABILITY:

N/A

ENVIRONMENTAL SUSTAINABILITY:

N/A

IMPLICATIONS OF RECOMMENDATION:

GENERAL:

After conducting multiple site visits with various roofing contractors, a scope of work was created for the Family Centre Phase 2 Roofing Project (parapet replacement) based off what contractors projected. Not knowing for certain the internal components of the parapet, or what condition the contents were in, projections were made based on what could be seen externally at the time of the site visits.

After hiring a consultant once the funding had been approved, a "cut test" investigation was completed to bring greater clarity to what components really lie within the parapet, and what state these components were in (e.g. able to be reused vs. requiring replacement).

Concluding the results of this investigation, the scope of work evolved in order to properly complete the repairs and ensure adequate waterproofing. Accordingly, Administration is requesting the reallocation of capital funds from the Curling Rink Roof Replacement Project, to offset the shortfall associated with this project.

ORGANIZATIONAL:

N/A

OPERATIONAL:

The projected timeline to complete this project is 6 weeks. All work will be completed on the exterior of the building, causing no interruptions to programs or services during this time.

FINANCIAL:

The Family Centre project has received \$100,000 in 2024 capital funding, however, total project costs are expected to total \$190,000. As a result, this project is expected to come in \$90,000 over budget.

The Curling Rink project has received \$537,000 in 2024 capital funding, and is expected to cost a total of \$366,000. As a result, this project is expected to come in significantly under budget at a cost of \$171,000.

Administration is requesting the reallocation of \$90,000 from the Curling Rink project to cover the shortfall associated with the Family Centre project.

POLICY:

The CAO and Director of SAFS may authorize amendments up to \$200,000 (as per Budget Policy 1809), as the additional costs are not for a new program or service, nor does it alter the scope of a project.

IMPLEMENTATION:

Following Council's approval, Administration will work with the consultant to complete the tender process, select a contractor, and ultimately complete the necessary repairs.

BACKGROUND:

In 2022, the first phase of the Family Centre roofing project was completed. This portion of the project focused on replacing the main section of metal roofing (shown as areas 3.2 and 3.1 outlined in 'Attachment 1'), and did not include any repairs to the parapet.

Phase 2, which is planned to be completed in 2024 focuses on repairs to the south-facing parapet, including a seamless transition integrated into the newly replaced roof. Currently, the parapet and new roof are not properly tied together, creating leaks during heavy rain/snowfall. This portion of the project has received \$100,000 in approved 2024 capital funding.

After conducting an investigation on the parapet to assess the condition of its internal components, our consultant has recommended a few additional changes to the scope of work based off the current condition. These additional changes are resulting in additional funds needed in the amount of \$90,000 in order to complete phase 2 of this project.

Not securing the additional funds needed to complete this project in 2024, would mean having to endure another winter with leaks.

Inside the building, the leaks are travelling down a ceiling joist, causing dripping over the gold arena ice surface. Currently, a device is installed above the ice to catch and divert the water off ice. This device is currently managing the leaks, however, if the volume of water were to increase, this solution may no longer be effective.

Failing to manage the leaks could mean interruptions to service, as well as further water damage which structurally could have a significant impact on the building. This could lead to more costly repairs in the future.

KEY ISSUE(S)/CONCEPT(S):

A key consideration for Council is deciding whether the funds needed to complete this project come from the reallocation of funds from the curling rink project, or reserves.

DESIRED OUTCOMES:

That Council support the reallocation of funds so this project can be completed properly.

COMMUNICATIONS:

If Council authorizes the reallocation of funds, project information will be updated on the Town's website to advise the public.

ALTERNATIVE ACTIONS/MOTIONS:

THAT Council does not approve this funding reallocation request, instead proposing the \$90,000 be obtained from the Asset Replacement/Rehabilitation Reserve.

ATTACHMENTS:

[Attachment I: Family Centre Roof Drawings](#)

[Attachment II: Parapet Repair Drawings](#)

Kara Rusk, Director of Strategic, Administrative, and Financial Services

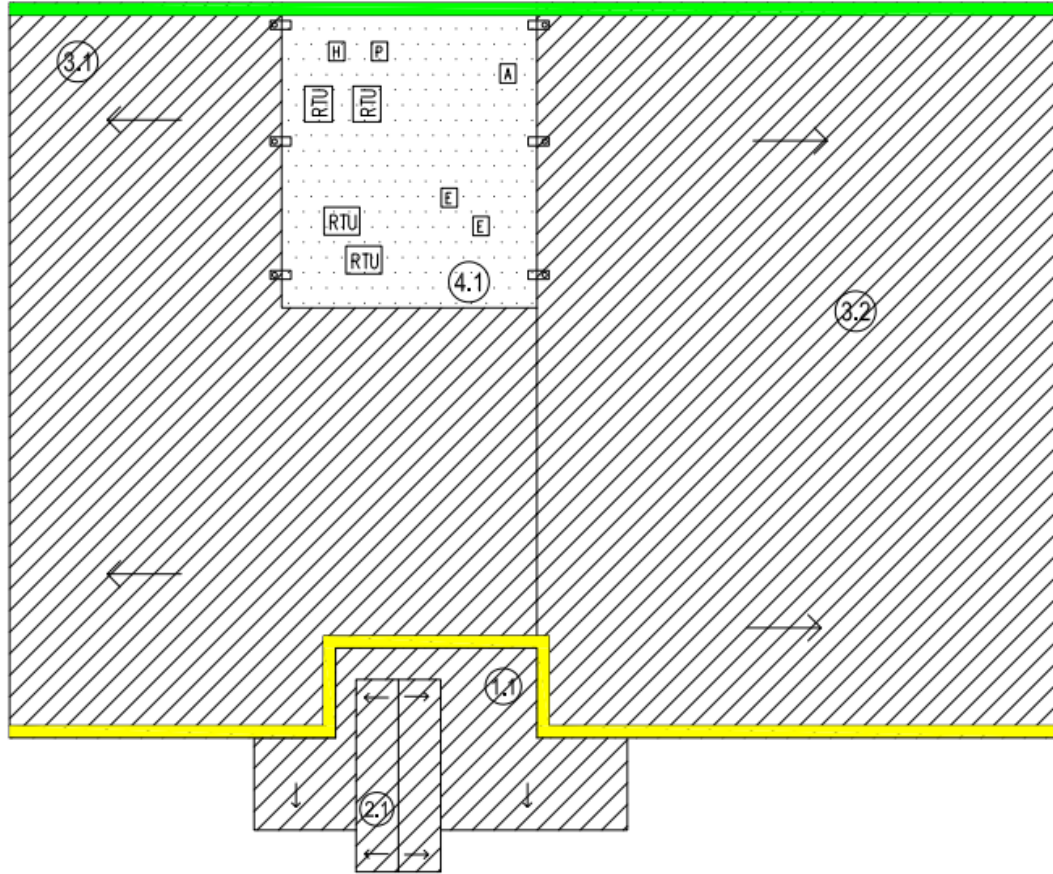
Approved
- 12 Jul
2024


Veronica Anderson, Legislative Services Officer


Approved
- 12 Jul
2024

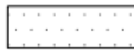
Johnathan Strathdee, Manager of Legislative Services

Approved
- 12 Jul
2024













 2024 - SOUTH SECTION

 2025 - NORTH SECTION

 ROOF SYSTEM SCHEDULED TO BE REPLACED IN 2025. SCOPE OF WORK TO BE ISSUED UNDER SEPARATE COVER BUT PROJECT TO BE DONE IN CONJUNCTION WITH THE PARAPET REPAIRS.



LEGEND					
	SLOPE		SCUPPER		ROOF HATCH
	ROOF SECTION		ROOF TOP UNIT		EXHAUST FAN
	ABANDONED CURB		PLUMBING VENT		
	N.I.C.		'B' VENT		

STRATHMORE FAMILY CENTRE ARENA ROOF PLAN

CALGARY OFFICE
1500 - 500 4th Avenue SW
Calgary, AB T2P 2V6

Base (403) 263-2393
Toll Free 1-800-263-2393
Fax (403) 262-6075
calgary@williamsengineering.com

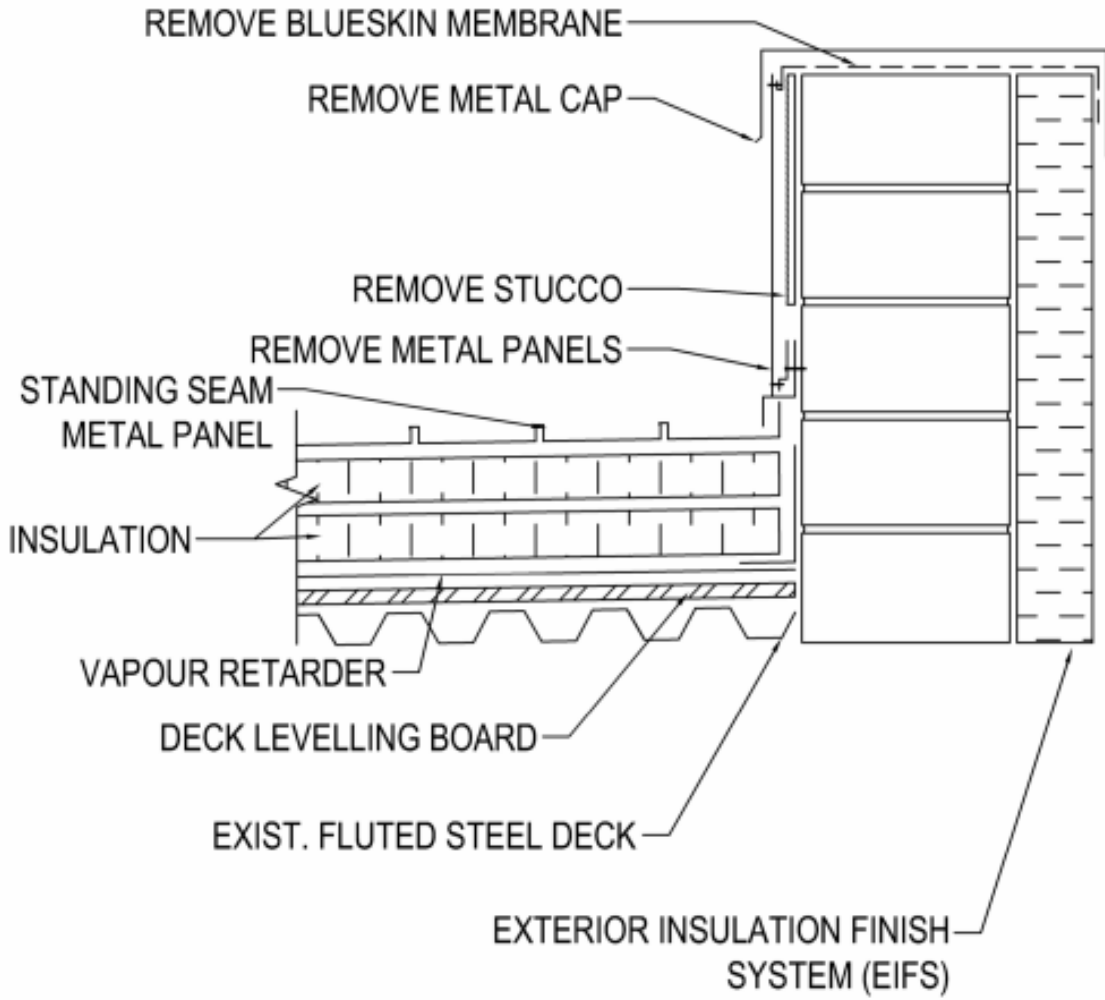
THIS DRAWING IS NOT TO BE SCALED.

WILLIAMS
ENGINEERING
CORP.



JOB TITLE:
**STRATHMORE ARENA
ROOF PLAN**
DIVISION:
ROOF PLAN FAMILY CENTRE

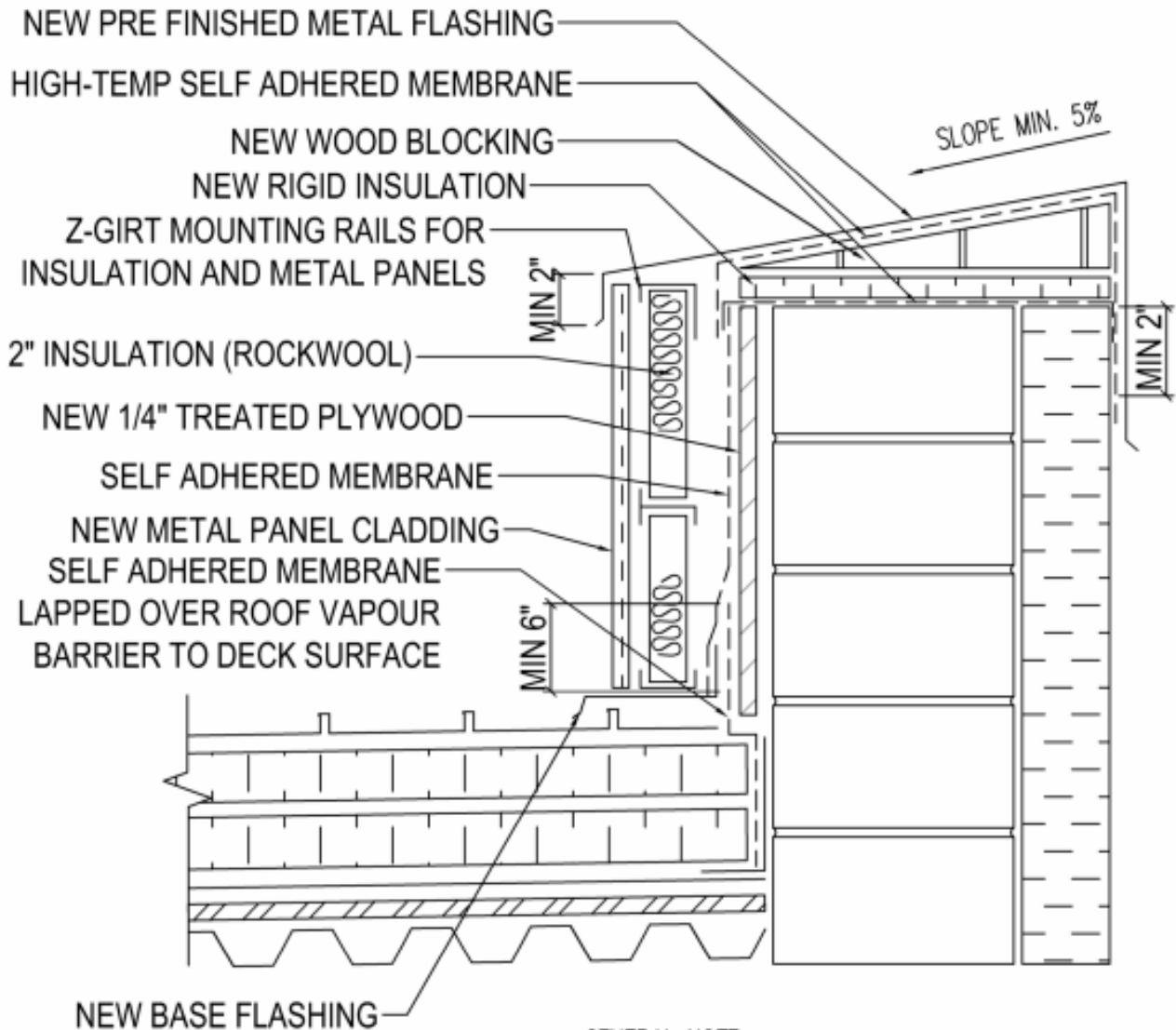
CHG. BY:	DES. BY:	PROJ. MGR.:
SA	SA	AE
FILED REVIEW:	DATE: (YY-MM-DD)	SCALE:
AE	2024-06-10	NTS
CLIENT PROJ. #	N/A	REV PROJ. #
		48010.00
REV	B-001	1 1



REPRESENTATIONAL ONLY

REVS	A																		
	NO.	ISSUED FOR REVIEW	2024.06.05	SA	APP	NO.	DESCRIPTION	YYYY.MM.DD	BY	APP									

<div>CALGARY OFFICE 1500 - 500 4th Avenue SW Calgary, AB T2P 2V6</div> <div>Bus: (403) 263-2393 Toll Free: 1-800-263-2393 Fax: (403) 262-9075 calgary@williamsengineering.com</div> <div>WILLIAMS ENGINEERING CANADA</div> <div>WE</div> <div>THIS DRAWING IS NOT TO BE SCALED.</div>	JOB TITLE: STRATHMORE ARENA PARAPET REPAIRS		DWG. BY: SA	DES. BY: SA	PROJ. MGR: AE	
	DWG. TITLE: EXISTING PARAPET DETAIL		PEER REVIEW: AC	DATE: (YY-MM-DD) 2024-06-05	SCALE: NTS	
			CLIENT PROJ. #	WE PROJ. # 49010.00	OF 1	REV # 1
			B-002			



REPRESENTATIONAL ONLY

GENERAL NOTE:

CONTRACTOR TO ENSURE MINIMUM 6" OVERLAP AT ALL MEMBRANE LOCATIONS. EXISTING FLASHINGS, AND ROOF PANELS ARE TO BE REMOVED TO EXPOSE THE ROOF-TO-WALL DETAILING AND ALLOW FOR THE NEW MEMBRANE INSTALLATION.

REVS	NO.	ISSUED FOR REVIEW	2024.06.05	SA	APP	NO.	DESCRIPTION	YYYYMMDD	BY	APP
A										

CALGARY OFFICE
1500 - 500 4th Avenue SW
Calgary, AB T2P 2V6

Bus: (403) 263-2393
Toll Free: 1-800-263-2393
Fax: (403) 262-9075
calgary@williamsengineering.com

WILLIAMS
ENGINEERING
CANADA



THIS DRAWING IS NOT TO BE SCALED.

JOB TITLE:

STRATHMORE ARENA
PARAPET REPAIRS

DWG. TITLE:

PROPOSED PARAPET DETAIL

DWN. BY:

DES. BY:

PROJ. MGR:

SA

SA

AE

PEER REVIEW:

DATE: (YY-MM-DD)

SCALE:

AC

2024-06-05

NTS

CLIENT PROJ. #

WE PROJ. #

OF

REV #

49010.00

1

1

DWG. #

B-003



Request for Decision

To: Council

Staff Contact: Riley Brolly, Manager of Financial Planning, Budgeting & Reporting

Date Prepared: July 10, 2024

Meeting Date: July 17, 2024

SUBJECT: 2025 Capital Project and Major Initiatives Priority Matrix

RECOMMENDATION: THAT Council direct Administration to utilize the 2025 Capital Project and Major Initiatives Priority Matrix presented for the purposes of prioritizing capital projects to be presented to Council as part of the 2025 Budget package.

STRATEGIC PRIORITIES:



Affordable
Housing



Climate
Resiliency



Community
Development



Community
Wellness



Economic
Development



Financial
Sustainability

HOW THE STRATEGIC PRIORITIES ARE MET:

The 2025 Capital Project and Major Initiative Priority Matrix is used to weight all proposed projects for potential inclusion in the 2025 Budget. This matrix includes provisions around the Town's Strategic Plan and Corporate Business Plan.

SUSTAINABILITY

ECONOMIC SUSTAINABILITY:

The Matrix will help ensure that the Town of Strathmore is most effectively using available funding for strategic infrastructure projects that create and enhance economic development in alignment with Council's Strategic Plan and the Corporate Business Plan.

SOCIAL SUSTAINABILITY:

The Matrix will help ensure that funding is prioritized for Community Development and Community Wellness in accordance with Council's Strategic Plan and the Town's Corporate Business Plan.

ENVIRONMENTAL SUSTAINABILITY:

The Matrix will help ensure that funding is prioritized for Climate Resiliency in accordance with Council's Strategic Plan and the Town's Corporate Business Plan.

IMPLICATIONS OF RECOMMENDATION:

GENERAL:

Having a strong Capital Projects and Major Initiatives Priority Matrix supports the long term assessment regarding the repair, maintain and replacement of assets going forward. The Matrix also assists Council in strategically planning for potential future new community facilities and assets.

ORGANIZATIONAL:

The 2025 Capital Project and Major Initiatives Priority Matrix will not place any added workload on staff as this Matrix is currently being utilized. There continues to be an emphasis placed on forecasting and longer-term planning around future infrastructure needs within the community in order to ensure that there are adequate funding resources available for such projects.

OPERATIONAL:

N/A

FINANCIAL:

The Capital Project and Major Initiatives Priority Matrix has been established to create an impartial process regarding the review, assessment and ranking of capital projects. This ranking is used to discuss priorities identified as part of the annual budget process.

POLICY:

The Capital Project and Major Initiatives Priority Matrix is reviewed annually by Council to ensure that it still meets the needs of Council as part of its ongoing budget development process.

IMPLEMENTATION:

Administration will use the Matrix as the basis for recommending Capital Projects and Major Initiatives when presenting the 2025 Operating and Capital Budget for Council for deliberations in November 2024.

BACKGROUND:

Administration presented the draft Matrix to Council at the July 10, 2024 Committee of the Whole Meeting to request any feedback or changes Council would like to see before the Matrix was directed for use by Council. Council did not request any changes or tweaks to the format, and as such, the Matrix presented in this RFD is the same as was presented at the Committee of the Whole.

During the 2024 Budget Administration found usage of this Matrix was clear and concise, as it simplified tying weightings to the Council's Strategic Plan and Business Plan.

KEY ISSUE(S)/CONCEPT(S):

The Capital Projects Prioritization Matrix is a tool to assist with asset management because the capital projects are either refurbishing, replacing and are new assets. This tool will assist with the determining which capital projects could proceed and the timing of when. Further, there are different categories and factors with weightings to quantify and rank the priorities, please see Chart for details.

DESIRED OUTCOMES:

Administration is seeking direction from Council on the implementation of the 2025 Capital Project and Major Initiative Matrix for the 2025 Budget process.

COMMUNICATIONS:

The 2025 Budget Information will be communicated throughout the organization and will form a critical component of future operating and capital budgets.

ALTERNATIVE ACTIONS/MOTIONS:

N/A

ATTACHMENTS:

[Attachment I: Capital Project and Major Initiatives Priority Matrix](#)

Kara Rusk, Director of Strategic, Administrative, and Financial Services

Approved
- 12 Jul
2024

Veronica Anderson, Legislative Services Officer

Approved
- 12 Jul
2024

Johnathan Strathdee, Manager of Legislative Services

Approved
- 12 Jul
2024

Town of Strathmore

Capital Project and Major Initiatives Priority Matrix

#	Criteria	Description	Value	Scoring Description	Weight	Score	
1	Project Category	5 Categories of projects that support different classifications of projects which vary depending on importance and impact to the public Select from list	100	Essential Projects - this category includes capital projects that have a legal, safety, regulatory or other mandated minimum requirement where not achieving these requirements would lead to legal action, fines, penalties or high risk of liability against the Municipality.	20%	0	
			80	Priority Projects - this category includes projects required to maintain critical components in a state of good repair. These projects are not mandatory but will maintain critical infrastructure at current service levels.			
			60	Efficiency or Cost Savings Projects - These projects have a positive breakeven over the life of the capital investment due to operational cost savings and will provide financial benefits in the future.			
			40	State of Good Repair/Lifecycle - this category includes projects that maintain existing capital infrastructure. These projects are not mandatory but if the project is not undertaken the current level of service/condition of the capital asset will decline.			
			20	Improvement (non-essential) - This category includes: projects that will increase current service level; new facilities; expansion of existing facilities or new initiatives.			
2	Strategic Alignment	What section from our Strategic plan does this project match with? (This selection will be shown at the top of the page.) Select from list		Select from List-Strategic Plan and/or Admin Priorities	10%	0	
			100	Directly aligned with Strategic Plan			
			50	Indirectly linked to Strategic Plan			
			0	No alignment with to strategic plan			
3	Business Plan	Which part of the Business plan does this project align with? (This selection will be shown at the top of the page.) Select from list		Select from List - Business Plan	5%	0	
			100	Directly aligned with the Business Plan			
			50	Indirectly linked to the Business Plan			
			0	No alignment with the Business Plan			
4	Business Continuity Risk Assessment	The extent to which the project will address/mitigate risk to essential and critical municipal services Select from list			15%	0	
			100	Significant impact			
			50	Moderate impact			
			10	Low impact			
5	Operating Budget Impact	Incremental increase/decrease on operating budget as a result of the project Select from list		100	Significant decrease in operating costs (>\$50,000)	10%	0
				50	Moderate decrease in operating costs (between \$20,000 and \$50,000)		
				25	Marginal decrease in operating costs (between \$5,000 and \$20,000)		
				0	Little or no impact on operating costs (+/- \$5,000)		
			-25	Marginal increase in operating costs (between \$5,000 and \$20,000)			
			-50	Moderate increase in operating costs (between \$20,000 and \$50,000)			
			-100	Significant increase in operating costs (>\$50,000)			
6	Financing	Select from list		100	Financed entirely from external sources and must proceed immediately to leverage funds	15%	0
				90	Financed entirely from external sources		
				75	75% - 99% of project financing is from external sources		
				50	50% - 74% of project financing is from external sources		
				25	25%-49% of project financing is from external sources		
				10	Less than 25% of project financing is from external sources		
				0	Financed entirely from debt, tax levy or taxi levy funded reserves		
7	Cost/Benefit (Payback/ROI)	Select from list		100	Able to measure a positive ROI with payback period of less than 5 years	10%	0
				50	Able to measure a positive ROI with a payback period of 5 to 10 years		
				0	ROI difficult to measure		
8	Service Levels (Impact)	Select from list		100	Addresses a current service level deficiency so level of service standard is achieved	10%	0
				50	Increases level of service		
				0	Has no impact on service level		
9	Community and Economic Impact	Impact on businesses and economy in terms of revenue generation (job creation, assessment growth, tourism, etc.) Select from list		100	Generates a significant economic benefit for the local economy	5%	0
				50	Generates a moderate economic benefit for the local economy		
				0	Limited, minimal or no economic benefit for the local economy		
TOTAL SCORE:					100%	0	

All areas in **BOLD RED** are required fields in order to populate this matrix. To select from the list click on the field (**Select from list**) and click on the grey arrow button to select the corresponding field. This will then populate a Score which is tallied at the bottom.



Request for Decision

To: Council

Staff Contact: David Sturgeon, Fire Chief

Date Prepared: June 18, 2024

Meeting Date: July 17, 2024

SUBJECT: Fire Services Mutual Aid Agreement - Wheatland County

RECOMMENDATION: THAT Council adopt the fire service mutual aid agreement with Wheatland County;

AND THAT Council authorize Mayor Fule to sign the the mutual aid agreement with Wheatland County 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:

Mutual aid is a vital component of firefighting and emergency response and is common amongst municipalities. It refers to sharing resources and personnel between fire departments and emergency services organizations to respond to a large or complex incident.

Establishing a mutual aid agreement between Wheatland County and the Town of Strathmore will help facilitate cooperation and support between the departments should an emergency occur that exceeds the capacity of one department, ultimately ensuring better protection for both communities.

SUSTAINABILITY

ECONOMIC SUSTAINABILITY:

N/A

SOCIAL SUSTAINABILITY:

N/A

ENVIRONMENTAL SUSTAINABILITY:

N/A

IMPLICATIONS OF RECOMMENDATION:

GENERAL:

Mutual aid agreements are in place to ensure fire departments have the necessary resources, personnel, and equipment to respond to incidents that are beyond the scope of a single department's capabilities.

An agreement between Wheatland County and the Town of Strathmore would offer significant benefits by enhancing emergency response and resource sharing while ensuring cost efficiency. It would also ensure greater communication between the two organizations/departments as the agreement would specify various elements (i.e. insurance, limitations, dispute resolution) and through regular reviews, staff can ensure the agreement is still applicable to current practices.

ORGANIZATIONAL:

This agreement would formalize an existing practice of mutual aid for fire services.

OPERATIONAL:

There would be limited operational implications for this agreement. The agreement formalizes a procedure to request assistance, the coordination of personnel and equipment, and the expectations of the requesting department, to ensure adequate resources are available from the sending department.

FINANCIAL:

Currently, there would be no realized financial cost as each department would be responsible for the operational costs (i.e. personnel, equipment, and apparatus usage) associated with any mutual aid response efforts.

However, should an event escalate to a Provincial disaster, billing/fees would only be collected if provincial funding is available.

POLICY:

The existing mutual aid agreement was approved in 2017 and expired in 2019. Moving forward, this agreement should be reviewed as per the current practice (3-5 years) or as necessary.

Similarly, the Town of Strathmore currently has a mutual aid agreement for fire services with the City of Chestermere.

IMPLEMENTATION:

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

BACKGROUND:

Alberta Emergency Management Agency (AEMA) has encouraged all municipalities within reasonable distance to provide each other with mutual aid to ensure essential services continue within each municipality should a disaster occur.

A previous mutual aid agreement between Wheatland County and the Town was approved in 2017 but expired in 2019.

A similar mutual aid agreement was formalized in 2022 between the Town and the City of Chestermere.

KEY ISSUE(S)/CONCEPT(S):

A fire service mutual aid agreement provides a framework that enhances the collective abilities and understanding of firefighters and first responders to safeguard lives and properties.

This agreement would enable either fire department to request assistance from the other department to respond to incidents that are beyond the scope of a single department's capabilities.

The agreement formalizes the process to ensure transparency and efficiency while providing timely, adequate service and gives either municipality additional resources to utilize in an emergency.

DESIRED OUTCOMES:

That Council supports this motion and endorses the fire service mutual agreement.

COMMUNICATIONS:

If this motion is supported, Administration from both the Town and County will work on messaging communicating this agreement.

ALTERNATIVE ACTIONS/MOTIONS:

1. Council may provide further direction.
2. Council may defeat the recommended resolution.

ATTACHMENTS:

[Attachment I: 2024 Fire Service Mutual Aid - Wheatland County](#)

[Attachment II: 2017 Fire Service Mutual Aid - Wheatland County](#)

Christy Marlatt, Legal and Risk Management Coordinator

Approved
- 12 Jul
2024

Kara Rusk, Director of Strategic, Administrative, and Financial Services

Approved
- 12 Jul
2024

Veronica Anderson, Legislative Services Officer

Approved
- 12 Jul
2024

Johnathan Strathdee, Manager of Legislative Services

Approved
- 12 Jul
2024

Mutual Aid Agreement

THIS AGREEMENT made effective as of _____ day of _____, 20____.

BETWEEN:

WHEATLAND COUNTY

a municipal corporation within the meaning of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26
(hereinafter referred to as the "Town")

-and-

TOWN OF STRATHMORE

a municipal corporation within the meaning of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26
(hereinafter referred to as the "County")

WHEREAS Wheatland County operates a fire department and provides fire protection services to the residents of Wheatland County;

AND WHEREAS the Town operates a fire department and provides fire protection services to the residents of the Town of Strathmore;

AND WHEREAS Section 7 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, authorizes a Council to pass bylaws for municipal purposes respecting the safety, health and welfare of people and the protection of people and property;

AND WHEREAS Section 7 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, authorizes a Council to pass bylaws for municipal purposes respecting services provided by or on behalf of the municipality;

AND WHEREAS an Emergency may affect either Party to such a degree that one Party may require the assistance from the other Party to respond to the Emergency;

NOW, THEREFORE, IN CONSIDERATION of the herein before recited premises and the mutual covenants of the Parties hereto agree as follows:

1. PURPOSE

- 1.1. To form an agreement between the Parties to formalize the systems and procedures for which Assistance is to be provided in the event of an Emergency that exceeds the capacity of the responding Fire Department's ability to effectively preserve life or to mitigate property loss.

2. DEFINITIONS

- 2.1. For the purpose of this Agreement:

- 2.1.1. "Assistance" means the provision of the fire suppression services, personnel, materials, equipment and services under the control of the Wheatland County Fire Department or the Town of Strathmore Fire Department and includes a Full Response and a Standby Response;
- 2.1.2. "Authorized Fire Official" means a member of the Fire Department who is in charge of the response or call, including the Fire Chief or Member in Charge;
- 2.1.3. "Claims" means all claims, demands, losses, personal injury, death, costs (including legal fees on a solicitor and his own client basis), damages, property damage, actions, suits or other proceedings brought, made or prosecuted by any person or entity, resulting from the Parties' performance, purported performance or non-performance of their respective obligations under this Agreement including but not limited to failing to provide Assistance, delay in providing Assistance, any failure of any apparatus or equipment in providing Assistance or the manner in which Assistance was provided
- 2.1.4. "Dispatch" or "Dispatcher" means Wheatland and Adjacent Districts Emergency Medical Services, which maintains radio communication with the respective Fire Departments within the County;
- 2.1.5. "Emergency" means a present or imminent event that requires prompt coordination of action to protect the health, safety and welfare of people or to limit damage to property, including a fire or incident requiring trained firefighters and associated equipment to use skill and judgment in the suppression of fire, protection of property or First Aid together with required equipment and techniques;
- 2.1.6. "Fee" means the fee for providing a Full Response as set out in Schedule "A" to this Agreement;
- 2.1.7. "Fire Chief" means, in the case of the Wheatland County, Manager of Emergency and Fire Services, and the person holding the office of the Fire Department's District Fire Chief, and in the case of Town of Strathmore, the person holding the office of Regional Fire Chief, Regional Deputy Chief, District Chief, or that person's designate;
- 2.1.8. "Fire Department" means Wheatland County Fire Department (All Districts within Wheatland County) and its Members or Town of Strathmore Fire Department (All Districts within Town of Strathmore) and its Members, as the context requires;
- 2.1.9. "First Aid" means the provision of initial care for an illness or injury until definitive medical treatment can be accessed and generally consists of a series of simple and, in some cases, potentially life-saving techniques that an individual can be trained to perform with minimal equipment;

- 2.1.10. "FOIP" means the *Freedom of Information and Protection of Privacy Act*, RSA 2000, chapter F-25.
- 2.1.11. "Full Response" means that the Responding Party will deploy its available Members and equipment immediately in order to provide Assistance to the Requesting Party;
- 2.1.12. "Member" means a duly appointed member of the Fire Department including but not limited to permanent, part time, paid on call and volunteer fire fighters;
- 2.1.13. "Parties" means both Wheatland County and Town of Strathmore and "Party" means either of them, as the context requires;
- 2.1.14. "Requesting Party" means the Party to this Agreement for or on behalf of which Assistance is provided and includes all persons for whose conduct the Requesting Party is legally responsible including but not limited to the Requesting Party's Fire Department, elected officials, officers, employees, representatives, volunteers, Fire Chief, Members, contractors, agents or anyone else engaged by or on behalf of the Requesting Party
- 2.1.15. "Responding Party" means the Party to this Agreement which provides Assistance for or on behalf of the other Party and includes all persons for whose conduct the Responding Party is legally responsible including but not limited to the Responding Party's Fire Department, elected officials, officers, employees, representatives, volunteers, Fire Chief, Members, contractors, agents or anyone else engaged by or on behalf of the Responding Party; and
- 2.1.16. "Standby Response" means that the Responding Party will coordinate its available Members and equipment and will be prepared to deploy its Members and equipment for the purpose of providing Assistance immediately at the further request of the Requesting Party;

3. **TERM OF AGREEMENT**

- 3.1. The term of this Agreement (the "Term") shall be for a period of four (4) years, commencing on the date of execution of this Agreement by both Parties (the "Effective Date") and ending on the ____ day of _____, 20__.
- 3.2. From the Effective Date of this Agreement, either Party may request Assistance from the other Party.
- 3.3. Either Party may terminate this Agreement at any time by providing not less than ninety (90) days' prior written notice of its intention to terminate the Agreement to the other Party.
- 3.4. The Parties shall review this Agreement on an annual basis, including but limited to any required revisions to fees, charges or terms which may be agreed to in writing by the Parties. The review will occur after the 1st day of April of each year to allow for new Alberta

Transportation fees to take effect.

- 3.5. Notwithstanding Paragraph 3.4, either Party may request a meeting to discuss concerns or required changes to the Agreement at any time by providing the other party with not less than thirty (30) days' prior written notice of the meeting request, including details of the issues to be addressed at the meeting.

4. PROCEDURE FOR INVOKING MUTUAL AID

- 4.1. All requests for Assistance shall be made in accordance with the following procedure:
- 4.1.1. An Authorized Fire Official of the Requesting Party shall request Assistance from the Responding Party by placing the request through their local dispatch either by radio or phone and shall advise if:
 - 4.1.1.1. the Requesting Party is requesting a Standby Response or Full Response; and
 - 4.1.1.2. what apparatus is being requested.
 - 4.2. For further clarity, each Party shall maintain an up-to-date list of Fire Service Apparatus and Equipment that is available for Mutual Aid response and shall provide a copy of such list to the other Party, including amendments thereto as amendments occur or, at a minimum, on an annual basis.

5. COMMAND AND CONTROL OVER EMERGENCY RESPONSE PERSONNEL AND EQUIPMENT

- 5.1. Fire Department personnel, Members and equipment are, at all times, under the direct command of their own respective Fire Departments.
- 5.2. Authorized Fire Officials of the Requesting Party shall be responsible for directing the deployment of tasks and equipment dispatched to their aid by the Responding Party. The Incident Command System (ICS) will be utilized.
- 5.3. Unless mutually agreed upon, when both Fire Departments are engaged in an Emergency response, the overall operation shall be directed by the Fire Department in whose jurisdiction the Emergency is occurring.
- 5.4. Assistance to the Requesting Party from the Responding Party is to be provided for a period of time not longer than that deemed appropriate by the Requesting Party.

6. RESPONSE OBLIGATIONS OF THE PARTIES

- 6.1. The Responding Party shall only provide the level of Assistance, including the apparatus, requested by the Requesting Party. The Responding Party may provide additional Members and/or apparatus and equipment if requested by the Authorized Fire Official of the Requesting Party.
- 6.2. The Responding Party shall not permit any Members to provide Assistance with personal vehicles unless requested by the Authorized Fire Official.

- 6.3. Authorized Fire Officials of the Responding Party shall be responsible for directing the deployment of tasks and equipment as dispatched by the Requesting Party and shall ensure that no task exceeds the qualification or training of the responding fire personnel.
- 6.4. Notwithstanding Paragraph 7.2, the Responding Party may provide the following staffing levels for the requested apparatus unless otherwise directed or approved by the Authorized Fire Official of the Requesting Party:
 - 6.4.1. Engine: up to 4 Firefighters
 - 6.4.2. Rescue: up to 4 Firefighters
 - 6.4.3. Tender: 2 Firefighters
 - 6.4.4. Wildland: 2 Firefighters
- 6.5. The Fire Chiefs shall coordinate the Fire Departments' joint response to Emergencies involving Provincial highways.
- 6.6. Where the Fire Departments are responding to an Emergency involving Provincial highways, the Fire Department which arrives on scene first shall assume command of the scene until relieved by the Authorized Fire Official from the Fire Department in whose jurisdiction the Emergency arises.
- 6.7. The Parties shall carry adequate insurance coverage including, but not limited to, insurance coverage on its Fire Department vehicles and equipment to cover any loss or damage to same.
- 6.8. The Parties shall comply with the *Worker's Compensation Act* and have other applicable insurance in place for its Members.
- 6.9. The Responding Party shall not make public statements or communicate with the media with respect to the provisions of Assistance to the Requesting Party without first having reached agreement with the Requesting Party with respect to the information to be made public.

7. **LIMITATIONS OF ASSISTANCE**

- 7.1. A Responding Party, in its absolute discretion, may refuse to render Assistance to a Requesting Party due to operational constraints. In that event, the Requesting Party shall have no claim for damages or compensation against a Responding Party arising out of the refusal of that Responding Party to render Assistance.
- 7.2. If a Responding Party decides to render Assistance, the Responding Party may render the full level of Assistance requested by the Requesting Party, or a portion thereof. In the event that the Responding Party can only provide a portion of the Assistance requested, based on operational constraints, the Responding Party shall provide notice of that limitation of Assistance to the Dispatcher immediately.
- 7.3. In the event that the Responding Party decides to provide a portion of the Assistance requested by the Requesting Party, the Requesting Party shall have no claim for damages or compensation against the Responding Party arising out of the refusal of that Responding Party

to render the full level of Assistance required.

- 7.4. The Responding Party shall not be liable to the Requesting Party for any failure of or delay in rendering Assistance nor shall the Responding Party be deemed to be in breach of this Agreement, regardless of the cause of such failure or delay. Where the Responding Party is delayed or prevented from rendering Assistance, the Responding Party shall, as soon as possible, give notice of such to the Dispatcher.

8. FEES AND COST RECOVERY PROCEDURE

- 8.1. There will be no billing for Assistance between the Parties unless the Emergency escalates to a Provincial disaster, at which point the billing will be charged out at 100% of the actual costs as long as Provincial funding is available.
- 8.2. The Parties agree that Fees set and charged are for the sole purpose of recovering the actual costs of providing the Assistance and not for the purpose of generating profit.
- 8.3. In the event of a joint response by both Parties on Provincial highways, each Party is responsible to invoice Alberta Transportation for its own Fire Department's response.
- 8.4. All Fees are to be paid by the Requesting Party within thirty (30) days of receipt of the invoice issued by the Responding Party.
- 8.5. The Responding Party shall issue an invoice to the Requesting Party for Fees within thirty (30) days of providing Assistance.

9. TRAINING

- 9.1. The Parties agree that they may develop integrated or joint training opportunities for the Members in order to maximize the effectiveness of joint response activities and Member safety, subject to the following terms:
- 9.1.1. the host Fire Department will offer the training at cost to the other Fire Department,
- 9.1.2. all reasonable efforts will be made to minimize or defer training costs for joint training programs, and
- 9.1.3. training locations and facilitation will alternate, where possible, to provide operational orientation and minimize organizational impact to any one Fire Department.

10. DISPUTE RESOLUTION

- 10.1. Any operational questions, concerns and/or conflicts are to be brought to the attention of both Fire Chiefs through the appropriate chain of command of the respective Fire Departments and the Fire Chiefs shall undertake reasonable efforts to resolve the issues between themselves.
- 10.2. Where the Fire Chiefs are unable to resolve conflicts among the Parties, the following provisions shall apply to the resolution of those conflicts, as they arise:
- 10.2.1. Any dispute between the Parties hereto as to the interpretation or subject matter of, or in any way related to, this Agreement is to be resolved by the Parties attempting to reach

a fair and equitable resolution by using, in good faith, one or more of the following means, in the order listed, until a resolution is arrived at. The means to be used are:

- 10.2.1.1. Negotiation;
- 10.2.1.2. Mediation;
- 10.2.1.3. Arbitration; or
- 10.2.1.4. Legal proceedings in a court of competent jurisdiction.

10.3. Except for the purposes of preserving a limitation period or obtaining an appropriate writing by the Parties, it is a condition precedent to the bringing of any legal proceedings that the means or procedures in this clause have been used and followed in good faith. With respect to mediation, unless otherwise agreed to in writing, mediation will be in accordance with the procedures of The ADR Institute of Canada, Inc. (hereinafter referred to as the "Institute"), using as mediator a third-party neutral person, either mutually agreed to by the Parties, or if the Parties are unable to agree, as selected by the Institute. With respect to arbitration, unless otherwise agreed to in writing by both Parties, arbitration is to be by way of a single arbitrator pursuant to the *Arbitration Act* of Alberta, in accordance with the rules and procedures of the Institute.

11. **INDEMNITY**

- 11.1. The Parties agree that Assistance provided under this Agreement by the Responding Party are at the request of and on behalf of the Requesting Party and, accordingly, unless otherwise specifically provided for in this Agreement, all risk and liability, of whatever nature and kind, arising out of the provision of Assistance by the Responding Party to the Requesting Party shall be borne by the Requesting Party.
- 11.2. Each Party hereby releases and holds harmless the other Party from all Claims unless such Claims arise directly from or are a direct result of the negligence or willful misconduct of the other Party.
- 11.3. The Requesting Party shall indemnify and hold harmless the Responding Party from and against any and all liability arising from Claims that are in any way attributable to the Responding Party's provision of Assistance pursuant to this Agreement, including but not limited to a delay in or refusal to provide Assistance, unless the Claims arise directly as a result of the negligence or willful misconduct of the Responding Party.
- 11.4. Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party (the "Indemnified Party") from any and all Claims arising directly as a result of the Indemnifying Party's negligence or willful misconduct related to the discharge of the Indemnifying Party's obligations under this Agreement including but not limited to the unauthorized use or disclosure of any Records or Personal Information.
- 11.5. Notwithstanding any other provision within the Agreement, each party (the "Indemnifying Party") hereby releases, indemnifies and holds harmless the other Party (the "Indemnified Party") from any Claims resulting from the death of or injury to any of the Indemnifying Party's

Members or damage to the Indemnifying Party's vehicles, equipment or apparatus unless the death, injury or damage is caused by the Indemnified Party's negligence or willful misconduct.

- 11.6. The Responding Party shall assume all liability and responsibility for any damage caused to or by its own apparatus while in route to or returning from providing Assistance to the Requesting Party.
- 11.7. The Requesting Party shall in no way be deemed liable or responsible for the personal property of the Responding Party Members which may be lost, stolen or damaged while providing Assistance pursuant to this Agreement unless directly caused by the Requesting negligence or willful misconduct.
- 11.8. The indemnity set out in this Part 11 shall include without limitation any Claim that is not covered by insurance or, if insured, is under-insured. The obligation to maintain insurance as stated in Part 12 shall not detract from the indemnification obligations established in this Part 11.
- 11.9. The provisions of this Part 11 shall survive the expiration of the Term or the termination of this Agreement.

12. **INSURANCE**

- 12.1. Throughout the Term of this Agreement, each Party, at its own expense, shall acquire and maintain in full force and effect, the following minimum insurance coverage with insurers authorized within the Province of Alberta to issue insurance policies in Alberta:
 - 12.1.1. Commercial General Liability insuring against third party Property Damage, Bodily Injury (including death), and Personal Injury, including Products and Completed Operations Liability for an amount of not less than TEN MILLION DOLLARS (\$10,000,000) per occurrence. Such insurance shall also include provision for:
 - 12.1.1.1. A broad form Contractual Liability Clause,
 - 12.1.1.2. A Non-Owned Automobile Liability extension which incorporates,
 - 12.1.1.2.1. Contractual Liability Endorsement S.E.F. 96, and
 - 12.1.1.2.2. Legal Liability for Damage to Hired Automobile Endorsement.
 - 12.1.2. Automobile Liability insuring against Bodily Injury, and Property Damage Liability arising from the use and operation of all vehicles owned, licensed or leased in the performance of the Fire Services (including liability for attached equipment if not contemplated by Commercial General Liability above) with no less than a Five Million Dollars (\$5,000,000) per occurrence limit.
- 12.2. Each Party shall insure its own vehicles, equipment and apparatus against direct physical loss in an amount suitable to them.
- 12.3. Either Party may request reasonable evidence of required insurance at any time during the Term of this Agreement and the other Party shall provide evidence within thirty (30) days of

receipt of the request.

12.4. Failure to procure and maintain insurance requirements stated in Paragraph 12.1 shall constitute a default under this Agreement.

13. **FOIP**

13.1. All Records and Personal Information related to this Agreement and created, compiled, collected, maintained or obtained by the Responding Party while providing Fire Services to the Requesting Party is the property of the Requesting Party and is subject to the complete control of the Requesting Party irrespective of custody.

13.2. The Responding Party will provide to the Requesting Party any and all Records which are subject to the Requesting Party's control within 15 calendar days of receipt of a request by the Responding Party, at the expense of the Requesting Party.

13.3. Within thirty (30) days of the termination of this Agreement or expiry of the Term, each Party will provide to the other Party any and all Records which are subject to the other Party's control, at the expense of the Party providing the Records.

13.4. The Parties acknowledge and agree that FOIP, subject to legislation to the contrary, applies to all Records and Personal Information relating to, or obtained, generated, compiled, collected or provided under or pursuant to this Agreement.

13.5. Each Party shall maintain any Personal Information obtained while performing its obligations in this Agreement in accordance with FOIP, and will not collect, handle, use or disclose such Personal Information except in accordance with FOIP.

13.6. The Parties will not collect any Personal Information from individuals within the jurisdiction of the other Party unless the collection is authorized under this Agreement or the collection is expressly authorized by the other Party in writing in advance of any collection taking place.

13.7. Each Party shall ensure that its officials, officers, employees, representatives, volunteers, Fire Chief, Members, contractors, agents, or anyone else engaged by or on behalf of the Party to carry out this Agreement complies with this Part 13.

14. **GENERAL**

14.1. This Agreement embodies the entire agreement between the Parties. The Parties shall not be bound by or liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.

14.2. The Fire Chiefs of the respective Fire Departments of the Parties hereto may, from time to time, develop and agree upon operational strategy for the most efficient deployment of their personnel and equipment in a response to an Emergency.

- 14.3. This Agreement shall supersede any and all previous mutual aid agreements, whether oral or written, among the Parties.
- 14.4. This agreement is the Primary Mutual Aid Agreement and will supersede any other Area Resource Sharing Agreements.
- 14.5. This Agreement is made subject to all applicable provisions of relevant legislation, regulations, and bylaws relating to the provision of Assistance and apparatus and equipment outside of the corporate limits of a municipality.
- 14.6. The duties, obligations and liabilities of the Parties are intended to be separate, not joint or collective. Nothing in this Agreement is intended to create a partnership of any kind. Each party hereto is individually responsible for its own conduct and obligations as set out in this Agreement or otherwise agreed to and confirmed in writing.
- 14.7. No interest in this Agreement may be assigned without the prior written consent of the Parties hereto. No Party may be added as a party to this Agreement without the prior written consent of the Parties hereto.
- 14.8. If any Party desires to give notice to any other Party under or in connection with this Agreement, such notice should be given, by postage prepaid mail addressed:

if to the Town of Strathmore
 Name: David Sturgeon
 Position: Fire Chief, Director of Emergency Management
 E-mail: david.sturgeon@strathmore.ca
 Address: 1 Parklane Drive
 Strathmore, AB T1P 1K2

if to Wheatland County
 Name: Michael Bourgon
 Position: Manager of Emergency and Fire Services
 E-mail: michael.bourgon@wheatlandcounty.ca
 Address: 242006 Range Road 243
 Wheatland County, AB T1P 2C4

- 14.8.1. Each party may change the contact information provided in this Paragraph 14.8 upon written notice to the other.
- 14.8.2. Notices sent by courier or registered mail shall be deemed received seven (7) days after being sent. Notices sent by e-mail or facsimile shall be deemed received the next business day after being sent.
- 14.9. A waiver by any Party hereto of the strict performance of the other of any covenant or provision of this Agreement will not of itself constitute a waiver of any subsequent breach of such covenant or provision or of any other covenant, provision or term of this Agreement.
- 14.10. Each of the Parties from time to time and at all times will do all such further acts and execute and deliver all such further documents and assurances as may be reasonably required in order to fully perform and carry out the terms of this Agreement.
- 14.11. The Parties agree that this Agreement may be amended from time to time in writing upon mutual agreement to do so to give effect to the intention of the Parties as the circumstances

at the time may require.

14.12. The Parties agree that they have expressed herein their entire understanding and agreement concerning the subject matter of this Agreement.

14.13. The recitals set out at the beginning of this document and the schedules attached hereto are hereby made part of this Agreement.

14.14. This Agreement shall endure to the benefit of and be binding upon the Parties hereto, their heirs, executors, successors, and assigns.

[The balance of this page is left intentionally blank]

IN WITNESS WHEREOF the parties hereto have caused to be hereto affixed their respective corporate seals attested by the signatures of their respective duly authorized signing officers, as of the day and year first above written.

Town of Strathmore

Mayor
Pat Fule

Date

Wheatland County

Reeve
Amber Link

Date

Town of Strathmore

Chief Administrative Officer
Kevin Scoble

Date

Wheatland County

Chief Administrative Officer
Brian Henderson

Date

SCHEDULE "A"**FEES**

Change the initial wording from "There will be no billing for fire services between parties unless the event escalates to a Provincial disaster, then the billing will be charged out at 100% of the actual costs as long as provincial funding is available" to " There will be no cost recovery between parties unless the event or events escalates to the jurisdiction declaring a State of Local Emergency (SOLE) or the Province of Alberta declares a provincial disaster response where the jurisdiction qualifies for Disaster Recovery Funding through a DRP application.

1. Rates for municipal equipment and personnel responding to a municipal Emergency are as follows:
 - a) All rates are based on a minimum of one (1) hour response time and per 15-minute block thereafter from the time the apparatus or personnel leaves from its home base till the time it returns to its home base and is back and ready for service.
 - b) Heavy Equipment - The current rate schedule published by Alberta's Ministry of Infrastructure and Transportation or Alberta Road Builders and Heavy Construction Association, whichever is the lesser, will be used.
 - c) Heavy Equipment personnel - Each piece of equipment will be supplied with one operator and the cost for this operator will be included in the rate for the piece of equipment.
 - d) Additional Heavy Equipment personnel & General personnel - At their current rate of pay.

COPY**FIRE SERVICES MUTUAL AID AGREEMENT**

THIS AGREEMENT made effective as of the 11 day of May, 2017.

BETWEEN:

WHEATLAND COUNTY,

a municipal corporation within the meaning of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26

(the "County")

-and-

TOWN OF STRATHMORE,

a municipal corporation within the meaning of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26

(the "Town")

WHEREAS the County operates Wheatland County Fire Services Department which comprises of two Stations; Wheatland West and Carseland, and provides fire protection services to the residents of the County;

WHEREAS as per County Bylaw each Fire Association operating in Wheatland County shall be responsible for the fighting and extinguishing of fires within the County;

WHEREAS per the Wheatland County Rural Fire Association's Joint Fire Service Agreement, Fire Associations may be called outside the boundaries of their fire service area with such calls to fall under Mutual Aid Agreements that the parties have signed

AND WHEREAS the Town operates a Fire Department and provides fire protection services to the residents of the Town;

AND WHEREAS Section 7 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, authorizes a Council to pass bylaws for municipal purposes respecting the safety, health and welfare of people and the protection of people and property;

AND WHEREAS Section 7 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, authorizes a Council to pass bylaws for municipal purposes respecting services provided by or on behalf of the municipality;

AND WHEREAS an Emergency may affect either Party to such a degree that one Party may require the assistance from the other Party to respond to the Emergency;

NOW, THEREFORE, IN CONSIDERATION of the herein before recited premises and the mutual covenants of the Parties hereto agree as follows:

1. PURPOSE

- 1.1 To form an agreement between the Parties for Assistance to be provided in the event of an Emergency that exceeds the capacity of the responding Fire Department's ability to effectively preserve life or to mitigate property loss.

2. DEFINITIONS

2.1 For the purpose of this Agreement:

- a. "Assistance" means the provision of fire suppression services, personnel, materials, equipment and services under the control of the County Fire Department or the Town Fire Department and includes a Full Response and a Standby Response;
- b. "Apparatus" means any vehicle or piece of equipment designed to be used under Emergency conditions to transport personnel and equipment and to support the suppression of fires, and mitigation of hazardous situations including only; Engines, Tenders, Bush Buggies, Aerial devices, Rescue trucks, support and hazmat vehicles, boats and tow vehicles and Chiefs Vehicles.
- c. "Authorized Fire Official" means a Member of the Fire Department who is in charge of the response or call including the Fire Chief or Member in Charge;
- d. "Dispatch" means agency which maintains radio communication with the respective Fire Departments;
- e. "Emergency" means a present or imminent event that requires prompt coordination of action to protect the health, safety or welfare of people or to limit damage to property including a fire or incidents requiring trained firefighters and associated equipment to use skill and judgment in the suppression of fire, protection of property or First Aid together with required equipment and techniques;
- f. "Fee" means the fee for providing a Full Response as set out in Schedule "A" to this Agreement;

- g. "Fire Chief" means the person appointed as Fire Chief for the County Fire Services Department or the Town's Fire Department, as the context requires;
- h. "Fire Department" means the Wheatland County Fire Services Department and its Members or the Town's Fire Department and its Members, as the context requires;
- i. "Fire Association" means a Society incorporated in the Province of Alberta, pursuant to the Societies Act, R.S.A. 2000, Chapter S-14, and responsible for providing fire suppression services for the safety, health, welfare and protection of people and property in the County;
- j. "First Aid" means the provision of initial care for an illness or injury until definitive medical treatment can be accessed and generally consists of a series of simple and, in some cases, potentially life-saving techniques that an individual can be trained to perform with minimal equipment including CPR/AED. For further clarity, First Aid is intended to provide only limited assistance and is not intended to replace Alberta Health Services emergency medical response;
- k. "FOIPPA" means the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000 Chapter F-25, as amended;
- l. "Full Response" means that the Responding Party will deploy its available Members and equipment immediately in order to provide Assistance to the Requesting Party;
- m. "Member" means a duly appointed member of a Fire Department including but not limited to permanent, part time, paid on call and volunteer fire fighters;
- n. "Member in Charge" means the senior Member or otherwise qualified member who is responsible for the coordination of manpower, Apparatus and equipment in response to an Emergency by each party;
- o. "Mutual Aid" means both parties shall be responsible for best efforts to provide Assistance to the Responding Party for major emergency events at no cost to either Party.
- p. "Parties" means both the County and the Town and "Party" means either of them, as the context requires;
- q. "Personal Information" has the same meaning as the term is defined in FOIPPA;
- r. "Records" has the same meaning as the term is defined in FOIPPA;
- s. "Requesting Party" means the Party and its Fire Department that has the Emergency and is requesting Assistance;
- t. "Responding Party" means the Party and its Fire Department that is providing Assistance; and
- u. "Standby Response" means that the Responding Party will coordinate its available Members and equipment and will be prepared to deploy its Members and equipment for the purpose of providing Assistance immediately at the further request of the Requesting Party

- v. "Wheatland County Fire Services Department" means the County fire department and Association Fire Department operating in Wheatland County responsible for the fighting and extinguishing of fires within the County;
- w. "Town of Strathmore Fire Department" means a fire department duly established by bylaw of the corporation of the Town of Strathmore.

3. **TERM OF AGREEMENT**

- 3.1 From the Effective Date of this Agreement, the Requesting Party may request the Responding Party to provide Assistance to the Requesting Party.
- 3.2 The term of this Agreement will commence on May 5, 2017 (the "Effective Date") and will end May 5, 2019 unless terminated by either party according to this Agreement.
- 3.3 Either Party may terminate this Agreement at any time by providing not less than ninety (90) days' prior written notice of its intention to terminate the Agreement to the other Party.
- 3.4 The Parties may review this Agreement on an annual basis including any required revisions to fees, charges or terms which may be agreed to in writing by the Parties.
- 3.5 Notwithstanding Paragraph 3.4, either Party may request a meeting to discuss concerns or required changes to the Agreement at any time by providing the other party with not less than thirty (30) days' prior written notice of the meeting request including details of the issues to be discussed at the meeting.

4. **PROCEDURE FOR INVOKING ASSISTANCE or MUTUAL AID**

- 4.1 All requests for Assistance or Mutual Aid shall be made in accordance with the following procedure:
 - a) An Authorized Fire Official of the Requesting Party shall request Assistance from the Responding Party by placing the request through Dispatch either by VHF radio or by telephoning: 403-934-4079 and shall advise if:
 - i. the Requesting Party is requesting a Standby Response or Full Response, and
 - ii. what Apparatus is being requested as well as advise of equipment required.

5. COMMAND AND CONTROL OVER EMERGENCY RESPONSE
PERSONNEL AND EQUIPMENT

- 5.1 Fire Department personnel, Members and equipment are, at all times, under the direct command of their own respective Fire Departments.
- 5.2 Authorized Fire Officials of the Requesting Party shall be responsible for directing the deployment of tasks and equipment dispatched to their aid by the Responding Party.
- 5.3 Unless mutually agreed upon, both Fire Departments are engaged in a Emergency response, the overall operation shall be directed by the Fire Department in whose jurisdiction the Emergency is occurring.
- 5.4 Assistance to the Requesting Party from the Responding Party is to be provided for a period of time not longer than that deemed appropriate by the Requesting Party.

6. RESPONSE OBLIGATIONS OF THE PARTIES

- 6.1 The Responding Party shall only provide the level of Assistance, including the apparatus, requested by the Requesting Party. The Responding Party shall provide additional Members and/or apparatus and equipment if requested by the Authorized Fire Official of the Requesting Party.
- 6.2 The Responding Party shall not permit any Members to provide Assistance with personal vehicles unless requested by the Authorized Fire Official.
- 6.3 The only Members who are eligible to provide Assistance are trained firefighters. Each Party shall provide Members that achieve competency in training levels in accordance with that party's level of service.
- 6.4 Notwithstanding Paragraph 6.2, the Responding Party shall provide best efforts and not less than 2 Members per Apparatus.
- 6.5 The Fire Chiefs shall coordinate the Fire Departments' joint response to Emergencies as outlined in section 4.1 of this Agreement.
- 6.6 Where the Fire Departments are responding to an Emergency incident involving primary or secondary highways, or other emergency the Fire Department which arrives on scene first shall assume command of the scene until relieved by the Authorized Fire Official from the Fire Department in whose jurisdiction the Emergency arises, as per procedure identified in section 4.1 of this Agreement
- 6.7 The Parties shall carry adequate insurance coverage including but not limited to insurance coverage on its Fire Department vehicles and equipment to cover any loss or damage to same.

- 6.8 The Parties shall comply with the *Worker's Compensation Act* and have other applicable insurance in place for its Members.
- 6.9 The Responding Party shall not make public statements or communicate with the media with respect to the provisions of Assistance to the Requesting Party without first having reached agreement with the Requesting Party with respect to the information to be made public.

7. **LIMITATIONS OF ASSISTANCE**

- 7.1 A Responding Party may, in its absolute discretion, refuse to render Assistance to a Requesting Party. In that event, the Requesting Party shall have no claim for damages or compensation against a Responding Party arising out of the refusal of that Responding Party to render Assistance.
- 7.2 If a Responding Party decides to render Assistance, the Responding Party may render the full level of Assistance requested by the Requesting Party, or a portion thereof. In the event that the Responding Party can only provide a portion of the Assistance requested, the Responding Party shall provide notice of that limitation of Assistance to the Dispatcher immediately.
- 7.3 In the event that the Responding Party decides to provide a portion of the Assistance requested by the Requesting Party, the Requesting Party shall have no claim for damages or compensation against the Responding Party arising out of the refusal of that Responding Party to render the full level of Assistance required.
- 7.4 The Responding Party shall not be liable to the Requesting Party nor any other party hereto for any failure of or delay in rendering Assistance nor shall the Responding Party be deemed to be in breach of this Agreement, regardless of the cause of such failure or delay. Where the Responding Party is delayed or prevented from rendering Assistance, the Responding Party shall, as soon as possible, give notice of such to the Dispatcher.

8. **FEES AND COST RECOVERY PROCEDURE**

- 8.1 There shall be no Fee imposed by the Responding Party for a Standby Response. This Agreement shall be reviewed by both Parties prior to April 19, 2019.
- 8.2 The Requesting Party will be responsible for recovering costs relating to all Emergency responses within its boundaries.
- 8.3 In the event of a joint response by both Parties on primary and secondary highways, each Party is responsible to invoice Alberta Transportation for its own Fire Department's response.

- 8.4 The Requesting Party shall, upon request, compensate a Responding Party for the cost of any consumables used i.e. Foam, spill products, etc. by the Responding Party as specified in Schedule "A".

9. TRAINING

- 9.1 The Parties acknowledge the importance of having Members of both Fire Departments train together for the purpose of understanding the response operations and procedures of both Fire Departments in order to maximize the effectiveness of joint response activities and Member safety.
- 9.2 The Parties agree that they will develop and implement a minimum of two (2) joint training opportunities annually for the Members subject to the following terms:
- a) the host Fire Department will offer the training at cost to the other Fire Department,
 - b) all reasonable efforts will be made to minimize or defer training costs for joint training programs, and
 - c) training locations and facilitation will alternate, where possible, to provide operational orientation and minimize organizational impact to any one Fire Department.

10. DISPUTE RESOLUTION

- 10.1 Any operational questions, concerns and/or conflicts are to be brought to the attention of both Fire Chiefs through the appropriate chain of command of the respective Fire Departments and the Fire Chiefs shall undertake best efforts to resolve the issues between themselves.
- 10.2 Where the Fire Chiefs are unable to resolve the issues, the following provisions shall apply to the resolution of conflicts between the Parties as they arise:

Any dispute between the Parties hereto as to the interpretation of, subject matter of, or in any way related to, this Agreement is to be resolved by the Parties attempting to reach a fair and equitable resolution by using, in good faith, one or more of the following means, in the order listed, until a resolution is arrived at. The means to be used are:

- a. negotiation between the department heads of each Party
- b. negotiation between the C.A.O.'s of each Party
- c. mediation
- d. non-binding arbitration.

Except for the purposes of preserving a limitation period, it is a condition precedent to the bringing of any legal proceedings that the means or procedures in

this clause have been used and followed in good faith. With respect to mediation, unless otherwise agreed to in writing, mediation will be in accordance with the procedures of The ADR Institute of Canada, Inc. (hereinafter sometimes referred to as the "Institute"), using as mediator a third party neutral person, either mutually agreed to by the Parties, or if the Parties are unable to agree, as selected by the Institute. With respect to arbitration, unless otherwise agreed to in writing by both Parties, non-binding arbitration is to be by way of a single arbitrator pursuant to the Arbitration Act of Alberta, in accordance with the rules and procedures of the Institute.

11. INDEMNITY

11.1 In this Part, the following terms shall have the following meanings:

- a. "Claims" means all claims, demands, losses, personal injury, death, costs (including legal fees on a solicitor and his own client basis), damages, property damage, actions, suits or other proceedings brought, made or prosecuted by any person or entity, resulting from the Parties' performance, purported performance or non-performance of their respective obligations under this Agreement including but not limited to failing to provide Assistance, delay in providing Assistance, any failure of any apparatus or equipment in providing Assistance or the manner in which Assistance was provided;
- b. "Requesting Party" means the Party to this Agreement for or on behalf of which Assistance is provided and includes all persons for whose conduct the Requesting Party is legally responsible including but not limited to the Requesting Party's Fire Department, elected officials, officers, employees, representatives, volunteers, Fire Chief, Members, contractors, agents or anyone else engaged by or on behalf of the Requesting Party; and
- c. "Responding Party" means the Party to this Agreement which provides Assistance for or on behalf of the other Party and includes all persons for whose conduct the Responding Party is legally responsible including but not limited to the Responding Party's Fire Department, elected officials, officers, employees, representatives, volunteers, Fire Chief, Members, contractors, agents or anyone else engaged by or on behalf of the Responding Party.

11.2 The Parties agree that Assistance provided under this Agreement by the Responding Party are at the request of and on behalf of the Requesting Party and, accordingly, unless otherwise specifically provided for in this Agreement, all risk and liability, of whatever nature and kind, arising out of the provision of Assistance by the Responding Party to the Requesting Party shall be borne by the Requesting Party.

- 11.3 Each Party hereby releases and holds harmless the other Party from all Claims unless such Claims arise directly from or are a direct result of the gross negligence or willful misconduct of the other Party.
- 11.4 The Requesting Party shall indemnify and hold harmless the Responding Party from and against any and all liability arising from Claims that are in any way attributable to the Responding Party's provision of Assistance pursuant to this Agreement, including but not limited to a delay in or refusal to provide Assistance, unless the Claims arise directly as a result of the gross negligence or willful misconduct of the Responding Party.
- 11.5 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party (the "Indemnified Party") from any and all Claims arising directly as a result of the Indemnifying Party's gross negligence or willful misconduct related to the discharge of the Indemnifying Party's obligations under this Agreement including but not limited to the unauthorized use or disclosure of any Records or Personal Information.
- 11.6 Notwithstanding any other provision within this Agreement, each Party (the "Indemnifying Party") hereby releases, indemnifies and holds harmless the other Party (the "Indemnified Party") from any Claims resulting from the death of or injury to any of the Indemnifying Party's Members or damage to the Indemnifying Party's vehicles, equipment or apparatus unless the death, injury or damage is caused by the Indemnified Party's gross negligence or willful misconduct.
- 11.7 The Responding Party shall assume all liability and responsibility for any damage caused to or by its own apparatus while in route to or returning from providing Assistance to the Requesting Party.
- 11.8 The Requesting Party shall in no way be deemed liable or responsible for the personal property of Responding Party Members which may be lost, stolen or damaged while providing Assistance pursuant to this Agreement unless directly caused by the Requesting Party's gross negligence or willful misconduct.
- 11.9 The indemnity set out in this Part 11 shall include without limitation any Claim that is not covered by insurance or, if insured, is under-insured. The obligation to maintain insurance as stated in Part 12 shall not detract from the indemnification obligations established in this Part 11.
- 11.10 The provisions of this Part 11 shall survive the expiration of the Term or the termination of this Agreement.

12. INSURANCE

12.1. Throughout the Term of this Agreement, each Party, at its own expense, shall acquire and maintain in full force and effect, the following minimum insurance coverage with insurers authorized within the Province of Alberta to issue insurance policies in Alberta:

- a. Commercial General Liability insuring against third party Property Damage, Bodily Injury (including death), and Personal Injury, including Products and Completed Operations Liability for an amount of not less than TEN MILLION DOLLARS (\$10,000,000) per occurrence. Such insurance shall also include provision for:
 - i. A broad form Contractual Liability Clause,
 - ii. A Non-Owned Automobile Liability extension which incorporates
 - A. Contractual Liability Endorsement S.E.F. 96, and
 - B. Legal Liability for Damage to Hired Automobile Endorsement;
- b. Automobile Liability insuring against Bodily Injury, and Property Damage Liability arising from the use and operation of all vehicles owned, licensed or leased in the performance of the Fire Services (including liability for attached equipment if not contemplated by Commercial General Liability above) with no less than a Five Million Dollars (\$5,000,000) per occurrence limit.

12.2 Each Party shall insure its own vehicles, equipment and Apparatus against direct physical loss in an amount suitable to them.

12.3 Either Party may request reasonable evidence of required insurance at any time during the Term of this Agreement and the other Party shall provide evidence within thirty (30) days of receipt of the request.

12.4 Failure to procure and maintain insurance requirements stated in Paragraph 12.1 shall constitute a default under this Agreement.

12.5 Each Party agrees to review the insurance requirements including limits annually which may be agreed to in writing by the parties.

13. **FOIPPA**

13.1 All Records and Personal Information related to this Agreement and created, compiled, collected, maintained or obtained by the Responding Party while providing Fire Services to the Requesting Party is the property of the Requesting Party and is subject to the complete control of the Requesting Party irrespective of custody.

13.2 A Responding Party will provide to the Requesting Party any and all Records which are subject to the Requesting Party's control within 15 calendar days of receipt of a request by the Responding Party, at the expense of the Requesting Party.

13.3 Within ninety (90) days of the termination of this Agreement or expiry of the Term, each Party will provide to the other Party any and all Records which are subject to the other Party's control, at the expense of the Party providing the Records.

13.4 The Parties acknowledge and agree that FOIPPA, subject to legislation to the contrary, applies to all Records and Personal Information relating to, or obtained, generated, compiled, collected or provided under or pursuant to this Agreement.

13.5 Each Party shall maintain any Personal Information obtained while performing its obligations in this Agreement in accordance with FOIPPA, and will not collect, handle, use or disclose such Personal Information except in accordance with FOIPPA.

13.6 The Parties will not collect any Personal Information from individuals within the jurisdiction of the other Party unless the collection is authorized under this Agreement or the collection is expressly authorized by the other Party in writing in advance of any collection taking place.

13.7 Each Party shall ensure that its officials, officers, employees, representatives, volunteers, Fire Chief, Members, contractors, agents, or anyone else engaged by or on behalf of the Party to carry out this Agreement complies with this Part 13.

14. GENERAL

14.1 This Agreement embodies the entire agreement between the Parties. The Parties shall not be bound by or liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.

14.2 The Fire Chiefs of the respective Fire Departments of the Parties hereto may, from time to time, develop and agree upon operational strategy for the most efficient deployment of their personnel and equipment in a response to an Emergency.

14.3 This Agreement shall supersede the Wheatland Fire/Disaster Mutual Aid Agreement as far as it pertains to the County and the Town, whether oral or written, among the Parties.

14.4 This Agreement is made subject to all applicable provisions of relevant legislation, regulations, and bylaws relating to the provision of Assistance and apparatus and equipment outside of the corporate limits of a municipality.

14.5 The duties, obligations and liabilities of the Parties are intended to be separate, not joint or collective. Nothing in this Agreement is intended to create a partnership of any kind. Each party hereto is individually responsible for its own

conduct and obligations as set out in this Agreement or otherwise agreed to and confirmed in writing.

14.6 No interest in this Agreement may be assigned without the prior written consent of the Parties hereto. No Party may be added as a party to this Agreement without the prior written consent of the Parties hereto.

14.7 If any Party desires to give notice to any other Party under or in connection with this Agreement, such notice should be given as follows:

a. to the County by delivery to or by postage prepaid mail addressed to:

Wheatland County
Highway 1 RR 1
Strathmore, AB T1P 1J6

Attention: Chief Administrative Officer and the Regional Fire Chief

or by fax to the fax number of the County at 403-934-4889 or by e-mail to _____

b. to the Town by delivery to or by postage prepaid mail addressed as follows:

Town of Strathmore
680 Westchester Road
Strathmore, AB T1P 1J1

Attention: Director of Community and Protective Services and the Fire Chief

or by fax to the fax number of the Town at 403-934-4713 or by e-mail to _____

c. Each party may change the contact information provided in this Paragraph 14.7 upon written notice to the other.

d. Notices sent by courier or registered mail shall be deemed received seven (7) days after being sent. Notices sent by e-mail or facsimile shall be deemed received the next business day after being sent.

14.8 A waiver by any Party hereto of the strict performance of the other of any covenant or provision of this Agreement will not of itself constitute a waiver of any subsequent breach of such covenant or provision or of any other covenant, provision or term of this Agreement.

- 14.9 Each of the Parties from time to time and at all times will do all such further acts and execute and deliver all such further documents and assurances as may be reasonably required in order to fully perform and carry out the terms of this Agreement.
- 14.10 The Parties agree that this Agreement may be amended from time to time in writing upon mutual agreement to do so to give effect to the intention of the Parties as the circumstances at the time may require.
- 14.11 The Parties agree that they have expressed herein their entire understanding and agreement concerning the subject matter of this Agreement.
- 14.12 The recitals set out at the beginning of this document and the schedules attached hereto are hereby made part of this Agreement.
- 14.13 This Agreement shall ensure to the benefit of and be binding upon the Parties hereto, their heirs, executors, successors, and assigns.

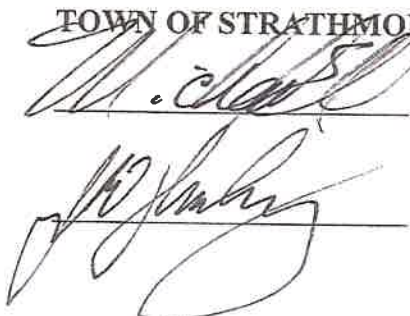
IN WITNESS WHEREOF the parties hereto have caused to be hereto affixed their respective corporate seals attested by the signatures of their respective duly authorized signing officers, as of the day and year first above written.

WHEATLAND COUNTY



C/S

TOWN OF STRATHMORE



C/S

SCHEDULE "A"**FEES**

It is agreed that –

1. Either Party may call for a standby response when an Emergency arises that requires the commitment of available resources.
2. Standby response will be deemed to be "Mutual Aid" and be provided at no charge.
3. Fire and/or Rescue response will be deemed to be "Mutual Aid" and be provided at no charge.
4. The current ATU rates will apply when apparatus and manpower are dispatched to or utilized on primary and secondary highways within the other Party's jurisdiction. Each department will apply for their own ATU reimbursement where applicable.
5. Actual cost of any consumable used i.e. foam, spill products, etc.



HOME OF THE SPARTANS STRATHMORE HIGH SCHOOL

100 Brent Blvd, Strathmore, Alberta T1P 1V2 * (403) 934-3135

Principal: Douglas Raycroft

Associate Principals: Agnieszka Barwacz-Riou & Kevin Mertz

www.strathmorehighschool.com

June 24, 2024

Town of Strathmore
PO Box 2280
1 Parklane Drive
Strathmore, AB
T1P 1K2

To Mayor Pat Fule and Town Councillors,

RE: Strathmore High School Annual Graduation Pow-wow (June 14, 2024)

On behalf of the graduates from Strathmore High School, I would like to extend my gratitude to you and the Town of Strathmore. We are truly humbled and grateful for your very generous contribution towards our Annual Graduation Pow-wow. Without our sponsors, this event would not be possible.

This year we had 8 Siksika students, along with 1 Kainai student and 2 Metis students among 200+ students graduating from Strathmore High School.

I have enclosed a receipt for your and should you have any questions or need anything from us, please do not hesitate to contact me. You can call me at 403-934-3134 or email me at pacey.swolf@ghsd75.ca

We thank you for your generosity.

Sincerely,

Sec. 17, FOIP

Pacey Strangling Wolf
Ottskoikitstakiakii (Blue Offering Woman)
FNMI Liaison - Strathmore High School

Cc: Mr. Douglas Raycroft

TOWN OF STRATHMORE
Accounting

JUL 3 - 2024

RECEIVED:



Office of the Reeve

June 19, 2024

Town of Strathmore Council
1 Parklane Drive
Strathmore, Alberta
T1P 1K2

RE: June 5, 2024, Town of Strathmore Regular Council Meeting

During the June 5, 2024, Town of Strathmore Regular Council Meeting, two members of your Council made statements regarding Wheatland County Council and the Wheatland Housing Management Body (WHMB) project. The statements made, were as follows:


Deputy Mayor Langmaid - "It's also my understanding that recently Wheatland County has pulled their support for the project and refused to put further dollars forward" (timestamped 36:39)

Mayor Fule – "we all know that the Wheatland County has voted against a letter of support" (timestamped 2:47:44)

[2024-06-05 - Regular Council Meeting - Part 2 \(youtube.com\)](#)

These statements are fallacious and damaging to Wheatland County's reputation and public image. As you know, both Wheatland County and the Town of Strathmore have passed resolutions supporting the WHMB's proposed development. For your convenience, we have included a list of Wheatland County's historical resolutions regarding the WHMB. In the spirit of collaboration and partnership between our communities, Wheatland County respectfully requests that Deputy Mayor Langmaid and Mayor Fule retract the aforementioned statements.

Sincerely,



Amber Link – Reeve
Wheatland County

cc: Wheatland County Council





WHEATLAND COUNTY COUNCIL WHMB RESOLUTIONS

RESOLUTION 19-02-55

KOESTER MOVED approval that Wheatland County provide administrative support to the Wheatland Housing Management Body in the development of a 'Business Plan' for the proposed new lodge facility.

RESOLUTION 19-02-78

WILSON MOVED approval that Wheatland County contribute up to a maximum of \$15,000 to the Wheatland Housing Management Body towards the updating of their existing business plan, which will assist the Wheatland Housing Management Body in submitting an updated proposal to the Provincial Government requesting a new facility be constructed.

RESOLUTION 19-12-73

WILSON MOVED approval that Wheatland County Council send a letter to Wheatland Housing Management Body regarding the site selection process and preferred location for the proposed new lodge facility.

RESOLUTION CM-2020-01-29

APPROVAL that Wheatland County Council direct Administration to determine the County's mandatory capital requirements, the County's requisition requirements, and provide requisitions on a per capita basis for neighbouring municipalities with regards to the Wheatland Housing Management Body proposed facility project.

RESOLUTION CM-2020-02-77

APPROVAL that Wheatland County contribute to the Wheatland Housing Management Body 'Capital Project' as a cash value amount equivalent to the Town of Strathmore contribution to the project.

RESOLUTION CM-2020-05-22

APPROVAL that Wheatland County provide a 'Letter of Support' to the Wheatland Housing Management Body regarding the Seniors Facility and area Hospice project.

RESOLUTION CM-2020-10-39

THAT the correspondence received from Wheatland Housing Management Body, dated October 5, 2020, regarding 'Board representation' be deferred to the Wheatland County Organizational meeting for review.

RESOLUTION CM-2021-03-48

THAT Council direct Administration to inquire and provide information on The Wheatland Housing Management Body requisitioning amounts, including requirements of requisitions for The Hospice Society.

RESOLUTION CM-2021-03-60

THAT Council direct Administration to draft a letter to the Wheatland Housing Management Board (WHMB) outlining Council's discussion regarding process for municipal requisitions and compliance with legislation. Further that the draft letter be provided to Council at the April 6th Regular Council meeting for review and approval prior to sending to WHMB.



**RESOLUTION CM-2021-03-61**

THAT Council accepts the correspondence from the Wheatland Housing Management Body regarding municipal requisition amounts as information.

RESOLUTION CM-2021-04-03

APPROVAL of the Wheatland County (Office of the Reeve) correspondence to the Board – Wheatland Housing Management Body, as presented, pertaining to Council’s request for information regarding ‘Requisitions for Participating WHMB Municipalities’.

RESOLUTION CM-2021-09-54

THAT Council direct Administration to work with Town of Strathmore Administration and Wheatland Housing Management Body Administration to provide a professional and independent assessment of the lands needed for the new lodge site.

RESOLUTION CM-2022-02-21

THAT Council direct Administration to request a copy of the Strategic Plan be shared with Council by the Wheatland Housing Management Board.

RESOLUTION CM-2022-03-16

THAT Council direct Councillor Laprise to draft a letter to the participants in the Conversations on Housing thanking them for the opportunity to participate in the conversations to date, sharing initiatives that Wheatland County has in place that contribute to affordable housing in the region and indicating that representatives from WFCSS and Wheatland Housing Management Board will continue updating Wheatland County Council on initiatives.

RESOLUTION CM-2022-03-32

That Council direct Administration to seek legal advice to explore options and advice on how to address a letter issued to Councillor Ikert from the Wheatland Housing Management Body. Further, that Wheatland County legal counsel reach out to the WHMB Board to request a meeting with the Board’s legal counsel to address the letter.

RESOLUTION CM-2022-06-62

THAT Council direct Administration to draft a letter to the Wheatland Housing Management Body Board Chair seeking clarification on Housing Board governance, specifically,

1. Council’s appoint members to serve on Housing Boards. What can a Councillor report back on to his/her Council? Do they have the authority, as a Member of Council and a representative on a housing board, to report back to their respective Council on highlights / ongoing matters (excluding in-camera discussions)?
2. What are the roles and responsibilities of the spokesperson
3. Terms of Reference for the Building Committee.

RESOLUTION CM-2022-11-31

THAT Council provide a letter of support to the Wheatland Housing Management Body for their application for the New Horizon Senior Grant project titled “Smart Projector.”

RESOLUTION CM-2023-01-24

THAT Council direct the Wheatland Housing Management Body board members to present an offer to the housing board to provide the CVIP and inspections.



**RESOLUTION CM-2023-02-41**

THAT Council direct Administration to inquire about having Derek Weiss present information regarding the Wheatland Housing Management Body project to Wheatland County Council and Administration at the February 21, 2023, Regular Council Meeting.

RESOLUTION CM-2023-02-42

THAT Council direct Administration to accept questions from Council regarding the Wheatland Housing Management Body project until February 16, 2023.

RESOLUTION CM-2023-02-57

THAT Council direct Administration to appoint a member of staff as a committee member to the Wheatland Housing Management Body RFP Committee.

RESOLUTION CM-2023-02-61

TO ACCEPT the Wheatland Housing Management Body Project presentation as information.

RESOLUTION CM-2023-03-12

THAT Council direct Administration to write a letter to the Wheatland Housing Management Body to confirm whether a hospice requisition is allowable under the Act.

RESOLUTION CM-2023-04-57

Council direct Administration to draft a letter from the Reeve to Alberta Health and Alberta Health Services requesting evidence to support the assertions made by the AHS representative at the March 27, 2023, Community Presentation made jointly by WHMB and the Wheatland and Area Hospice Society.

RESOLUTION CM-2023-04-58

Council direct Administration to engage legal counsel to review actions of the Wheatland Housing Management Body Board against appointed County representatives and advise Council on potential litigation options.

RESOLUTION CM-2023-04-59

Council direct Administration to draft a letter to the Government of Alberta Ministry responsible for Seniors Housing outlining our concerns with Wheatland Housing Management Body governance to be sent following the provincial election once Cabinet has been formed.

RESOLUTION CM-2023-04-62

THAT WHEREAS Wheatland County's Strategic Plan has identified that Council will evaluate the social, economic, and environmental fabric of County communities and will address any findings in a collaborative and engaging manner, incorporating strategies and outcomes in policy to improve and enhance the quality of life for ratepayers;

AND WHEREAS Wheatland Lodge provides needed accommodations for seniors in our community;

AND WHEREAS Wheatland Housing Management Body (WHMB) is proposing the development of a 120-unit Wheatland Lodge for a total cost of development of \$52,739,184;





AND WHEREAS WHMB will be applying for the Province Partnership Program Grant for the amount of \$7,140,000;

AND WHEREAS WHMB is requesting a one-time capital requisition from the following municipalities:

- Wheatland County for the amount of \$3,985,914
- Town of Strathmore for the amount of \$1,966,625 in a mixture of monetary and non-monetary contributions,
- Village of Rockyford for the amount of \$30,224
- Village of Standard for the amount of \$45,463
- Village of Hussar for the amount of \$16,571

AND WHEREAS Council understands that the WHMB operating requisition will not increase due to the strengthened revenue stream model, which removes operational requisitions for the new lodge as presented on February 21, 2023;

AND WHEREAS the WHMB Board and Wheatland County Council will work towards a communication plan that conveys a mutual joint position on the project;

THEREFORE, be it resolved that:

Council commits to the development of a new 120-unit Wheatland Lodge contingent on:

- the capital requisition not exceeding \$3,985,914, to be implemented during the construction phase of the project,
- the donation of non-monetary contributions taking into consideration any environmental mediation required, factored into the market valuation of the lands for the project,
- the operating requisition not increasing due to the strengthened revenue stream model, which removes operational requisitions for the new lodge,
- WHMB lobbying the Province for support and resources for the proposed development,
- WHMB receiving the Province Partnership Program Grant in the amount of \$7,140,000,
- the proposed development receiving full regional support in the amounts provided for the one-time capital requisition,
- the establishment of a communication strategy between the WHMB Board and Wheatland County Council that conveys a mutual joint position on the project;

AND THAT Council authorizes the Reeve to sign the attached letters to Canada Housing and Mortgage Corporation and the Government of Alberta regarding the development of the 120-unit Wheatland Lodge, with the approved attached resolution for clarity and transparency of Council's position.

RESOLUTION CM-2023-04-67

THAT Council accept the Wheatland Housing Management Body correspondence, dated April 12, 2023 related to CM-2023-03-12 as information and CAO Henderson will seek clarification on the letter.

RESOLUTION CM-2023-04-78

THAT Council accept the updated Wheatland Housing Management Body correspondence, dated April 12, 2023 related to CM-2023-03-12 as information.



**RESOLUTION CM-2023-05-24**

THAT Council accept the Wheatland & Area Hospice Society and Wheatland Housing Management Body correspondence as information.

RESOLUTION CM-2023-05-54

THAT Council direct DLA Piper to respond to the Wheatland Housing Management Body legal counsel, as directed during the closed session.

RESOLUTION CM-2023-06-24

THAT Council accept the Wheatland Housing Management Body meeting invitation as information and in our response to the Wheatland Management Body Board request that the meeting be recorded and be publicly available.

RESOLUTION CM-2023-07-26

THAT Council direct Administration to draw up a communication strategy between the Wheatland Housing Management Body Board, the County, and each member municipality.

RESOLUTION CM-2023-07-27

THAT Council accept the Wheatland Housing Management Body joint announcement letter as information.

RESOLUTION CM-2023-08-41

THAT Council authorize the Reeve to sign the letter presented in camera addressed to Minister Nixon regarding the WHMB Governance Concern and direct Administration to send the letter to Minister Nixon and cc the WHMB.

RESOLUTION CM-2023-09-27

THAT Council remove Deputy Reeve Klassen from his position as an alternate on the Wheatland Housing Management Board (WHMB), following the request of the WHMB's Chief Administrative Officer and in alignment with the Alberta Housing Act, and to refrain from appointing any further alternates to this board.

RESOLUTION CM-2023-10-21

THAT when the final report for the WHMB Governance Review is finalized that Council discuss it at a future meeting.

RESOLUTION CM-2023-12-12

THAT Councillors with concerns regarding the Wheatland Housing Management Body governance review, submit their concerns to Administration by December 12, 2023, and direct Administration to draft a letter based on submitted concerns for review at our December 19, 2023, Council Meeting.

RESOLUTION SCM-2024-03-10

THAT Council direct Administration to facilitate a meeting with the Reeve, Deputy Reeve, Chief Administrative Officer, Minister of Seniors, Community and Social Services and Minister of Municipal Affairs.

RESOLUTION SCM-2024-03-11

THAT Council direct Administration to send a letter to the Wheatland Housing Management Body board requesting rationale for the meeting not being open to the public and for further information regarding what will be on the agenda.



**RESOLUTION CM-2024-04-17**

THAT Council authorize the Reeve to sign the letter to the Minister of Seniors, Community and Social Services.

RESOLUTION CM-2024-04-19

THAT Wheatland County approve \$916,702 to Wheatland Housing Management Body as a portion of the \$3,985,914 approved by Council on April 18, 2023, to be used towards the development of a Class A budget and construction documents to bring the project to “shovel ready” status, contingent on:

- A letter indicating Ministerial support for the sum of \$14,000,000.00 for the project.
- That Wheatland Housing Management Body request Derek Weiss to update the financial proforma from May, 2023 and provide it to all WHMB Board Members.
- Answers to a Council approved list of questions be provided to all Councils of the Management Body board.
- Further that the WHMB request quarterly updates of this analysis as the project progresses and costs change.
- Further, that WHMB provide to all municipal partners each time the analysis is redone, the high level information of:
 1. What is the total project cost?
 2. What is the AHPP portion?

RESOLUTION CM-2024-04-26

THAT the CAO participate in the April 4, 2024, Wheatland Housing Management Body meeting.

RESOLUTION CM-2024-05-24

TO TABLE the Wheatland Housing Management Body Funding Request Follow Up report until the May 21, 2024, Regular Council meeting.

RESOLUTION CM-2024-06-51

THAT Council direct Administration to send a follow up letter to Wheatland Housing Management Body requesting more information on the suggested mediation on desired outcomes, topics of discussion, timelines, and costs.

RESOLUTION CM-2024-06-77

THAT Council approve the letter of support as presented and amended to remove ‘of 10 million dollars’ for the proposed Wheatland Housing Management Body project.



June 17, 2024

Mayor Pat Fule
Town of Strathmore
1 Parklane Drive, P.O. Box 2280
Strathmore, AB T1P 1K2
Canada

New Report Assists Water Utilities with Infrastructure Asset Management, Pipe Repair, and Replacement

Dear Mayor Fule:

Please find attached a copy of a new report by Utah State University (USU) titled, "Water Main Break Rates in the USA and Canada: A Comprehensive Study." Professor Steven L. Barfuss, P.E., Research Professor at USU in the Civil and Environmental Engineering Department, and Associate Director at the Utah Water Research Laboratory, a world-renowned water research facility, was lead investigator of USU's study. A total of 802 utilities responded to the survey and submissions were received from 49 out of 50 states in the US and all 10 provinces in Canada, contributing to analysis on almost 400,000 miles of pipe. This pipe mileage represents 17.1% out of an estimated 2.3 million miles of water mains installed in the US and Canada, making this the largest survey of its kind.

The report was featured in the Spring 2024 issue of the "Mayors Water Council Newsletter," published by the U.S. Conference of Mayors. Failure rates for water mains, which are a key driver of the increasing costs and reduced affordability of our water infrastructure, were examined over 12-month and five-year periods and compared to more than a decade of data from previous USU studies. The performance of different pipe materials in small, medium, large, and very large water utilities were also analyzed. Water main break rates are an important calculation to assess pipe performance and durability and the most critical metric used in water infrastructure asset management as well as pipe repair and replacement decision-making. The goals are to help control operating costs, reduce service level impacts, and minimize health risks to customers.

The study shows that almost 20% or 452,000 miles of water pipes in the US and Canada are beyond their useful lives and need to be replaced but have not been due to lack of funds. This represents a US\$452 billion shortfall. In the 2012 USU water main break survey, utilities reported that only 8% of installed water mains were beyond their useful lives, so this is a growing problem. A PDF of the report is available at: https://digitalcommons.usu.edu/water_rep/682/

TOWN OF STRATHMORE
Accounting

JUL 3 - 2024

WATER FINANCE RESEARCH FOUNDATION
WATERFINANCERF.ORG

RECEIVED: _____

“Our infrastructure is aging, causing water pipelines to deteriorate. The results of this study certainly give us a better understanding of the current state of buried infrastructure. Additionally, the information provided on current funding needs and pipe material performance will aid local leaders as they move forward in upgrading the nation’s aging water pipelines,” says Professor Barfuss, P.E. The report can also assist municipalities better understand pipe material procurement choices and help benchmark your utility’s water main break rate compared to the national average.

The most significant advantage of the 2023 USU study is that it compares data from 2012 and 2018 providing incredibly accurate insights into pipe usage and trends. The survey results are based on quantitative data, which can help utilities to precisely assess the durability, performance, and longevity of pipe networks. This stands in contrast to other studies which are qualitative in nature. This new 2023 USU study also provides extensive information on water main breaks by utility size based on miles of pipe, water main failures by pipe material and diameter, a new analysis of corrosion impacts on failure rates, and discusses use of condition assessment, corrosion prevention, and digital asset management practices.

Underground water infrastructure represents over 60 percent of a water utility’s funding needs, so failing pipes drive up costs and risk, stressing affordability limits and challenging sustainability efforts. This free report provides critical insight and can act as a guideline for water asset management planning and utility benchmarking.

As an advocate for utility financial management, water affordability and sustainability, I highly recommend this report. Please share it with your water department, procurement, and asset management staff.

Yours sincerely,

Sec. 17, FOIP

Gregory M. Baird
President
Water Finance Research Foundation
www.waterfinancerf.org

On behalf of dmG events, I would like to extend an invitation to municipalities across Canada to attend Canadian Emergency Preparedness and Climate Adaptation Convention (CEPCA) – Canada's first national disaster expo!

On behalf of our esteemed Governing Body members and the International Association of Emergency Management (IAEM), we invite you to join us at CEPCA as a special delegate. Canada's emergency management ecosystem is fragmented, and public safety is at risk as natural disasters increase across the country.

Municipalities are at the epicenter of decision-making, emergency response and delivering service through solutions to our citizens in time of crisis. CEPCA, led by experts in emergency preparedness and climate adaptation, will foster collaboration within a sector responsible for protecting citizens of Canada. Taking place on September 24-26 on the un-ceded Anishinabe Algonquin territory, at the political centre of Canada and the headquarters of the federal government, this national event will focus on funding alignment, policy integration and partnerships.

Join representatives from all levels of government, NGOs, academia and the private sector at a major conference and exhibition to discuss to network, connect and learn from peers in municipal government from across Canada and share challenges with new suppliers and technology companies to strengthen your municipality for better, safer and streamlined emergency preparedness.

We are delighted to announce special pricing exclusively for municipalities:

- Conference pass rate – \$895 (*regular rate \$1595*) – use code **MUN895**
- Groups of 2-5 pass rate - \$745 – use code **MUN795**
- Groups of 6+ pass rate - \$495 – use code **MUN495**



SCAN TO REGISTER

Register at emergencyexpo.com/register

Have your voice heard to shape a better system of emergency and disaster management for Canada.

We are excited to meet you in Ottawa!

Sincerely,

Sec. 17, FOIP

Nick Samain
Senior Vice President

dmG::events

TOWN OF STRATHMORE
Accounting

JUL - 4 2024

RECEIVED: _____