



**Mackenzie County**

# **REGULAR COUNCIL MEETING AGENDA**

**NOVEMBER 13, 2018**

**10:00 A.M.**

**COUNCIL CHAMBERS  
FORT VERMILION, AB**



**MACKENZIE COUNTY  
REGULAR COUNCIL MEETING**

**Tuesday, November 13, 2018  
10:00 a.m.**

**Fort Vermilion Council Chambers  
Fort Vermilion, Alberta**

**AGENDA**

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<b>CALL TO ORDER:</b>	1.	a) Call to Order	
<b>AGENDA:</b>	2.	a) Adoption of Agenda	3
<b>ADOPTION OF PREVIOUS MINUTES:</b>	3.	a) Minutes of the October 24, 2018 Regular Council Meeting	7
		b) Minutes of the November 6, 2018 Budget Council Meeting	25
		c) Business Arising out of the Minutes	
<b>DELEGATIONS:</b>	4.	a) b)	
<b>TENDERS:</b>	5.	a) None	
<b>PUBLIC HEARINGS:</b>		Public Hearings are scheduled for 1:00 p.m.	
	6.	a) Bylaw 1117-18 – Land Use Bylaw Amendment to Amend the Yard – Front Regulation of the Fort Vermilion Commercial Centre (FV-CC) Zoning District	33
		b) Bylaw 1118-18 Land Use Bylaw Amendment to add the definition of energy source and to add the regulation for the issuance of an Alberta remediation certificate for all energy use sites to section 8.62 and sections 9.1, 9.6, 9.7, 9.8, 9.23, 9.24, 9.25, 9.26, 9.28, 9.30, 9.31, 9.32, 9.33 and 9.35	41
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	17. a)	Town of Rainbow Lake – Revenue Sharing Agreement Negotiations (s. 21, 24)	
	b)	Frontier Veterinary Services Ltd. Agreement (s. 16, 24, 25)	
	c)	Union Negotiations (Standing Item) (s. 23, 24)	
	d)		
	e)		
<b>NOTICE OF MOTION:</b>	18. a)		
<b>NEXT MEETING DATES:</b>	19. a)	Budget Council Meeting November 27, 2018 10:00 a.m. Fort Vermilion Council Chambers	
	b)	Regular Council Meeting November 28, 2018 10:00 a.m. Fort Vermilion Council Chambers	
<b>ADJOURNMENT:</b>	20. a)	Adjournment	



Mackenzie County

## REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>November 13, 2018</b>
<b>Presented By:</b>	<b>Carol Gabriel, Director of Legislative &amp; Support Services</b>
<b>Title:</b>	<b>Minutes of the October 24, 2018 Regular Council Meeting</b>

### **BACKGROUND / PROPOSAL:**

Minutes of the October 24, 2018, Regular Council Meeting are attached.

### **OPTIONS & BENEFITS:**

### **COSTS & SOURCE OF FUNDING:**

### **SUSTAINABILITY PLAN:**

### **COMMUNICATION:**

Approved Council Meeting minutes are posted on the County website.

### **RECOMMENDED ACTION:**

Simple Majority       Requires 2/3       Requires Unanimous

That the minutes of the October 24, 2018 Regular Council Meeting be adopted as presented.

Author: C. Gabriel      Reviewed by: CG      CAO: \_\_\_\_\_

**MACKENZIE COUNTY  
REGULAR COUNCIL MEETING**

**October 24, 2018  
10:00 a.m.**

**Fort Vermilion Council Chambers  
Fort Vermilion, AB**

**PRESENT:** Josh Knelsen Reeve  
Walter Sarapuk Deputy Reeve (arrived at 10:04 a.m.)  
Jacquie Bateman Councillor  
Peter F. Braun Councillor  
Cameron Cardinal Councillor  
David Driedger Councillor  
Eric Jorgensen Councillor  
Anthony Peters Councillor  
Ernest Peters Councillor  
Lisa Wardley Councillor

**REGRETS:**

**ADMINISTRATION:** Len Racher Chief Administrative Officer  
Byron Peters Deputy CAO  
David Fehr Director of Operations  
Doug Munn Director of Community Services  
Carol Gabriel Director of Legislative & Support  
Services/Recording Secretary  
Bill McKennan Director of Finance  
Don Roberts Zama Site Manager

**ALSO PRESENT:** Members of the public.  
Dan Fletcher, Chief Administrative Officer, Town of High Level  
Rodney Schmidt, Fire Chief, Town of High Level  
Neil Simpson, Deputy Chief, Fort Vermilion Fire  
Larry Schartner, Firefighter, Fort Vermilion Fire  
Lisa Schartner, Firefighter, Fort Vermilion Fire  
Carson Flett

Minutes of the Regular Council meeting for Mackenzie County held on October 24, 2018 in the Council Chambers at the Fort Vermilion County Office.

**CALL TO ORDER: 1. a) Call to Order**

Reeve Knelsen called the meeting to order at 10:00 a.m.

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**AGENDA:**

**2. a) Adoption of Agenda**

**MOTION 18-10-838**

**MOVED** by Councillor Driedger

That the agenda be approved with the following additions:

- 9. c) Metis Region 6 Meeting
- 10. a) Alberta Biodiversity Monitoring Institute
- 12. a) Cemeteries
- 13. a) Ratepayer Concern

**CARRIED**

**MINUTES FROM  
PREVIOUS MEETING:**

**3. a) Minutes of the October 9, 2018 Regular Council Meeting**

**MOTION 18-10-839**

**MOVED** by Councillor Wardley

That the minutes of the October 9, 2018 Regular Council Meeting be adopted as presented.

**CARRIED**

**3. b) Minutes of the October 23, 2018 Organizational Council Meeting**

**MOTION 18-10-840**

**MOVED** by Councillor E. Peters

That the minutes of the October 23, 2018 Organizational Council Meeting be adopted as presented.

**CARRIED**

**3. c) Business Arising out of the Minutes**

**MOTION 18-10-841**

**MOVED** by Councillor Driedger

That the business arising out of the minutes be received for information.

**CARRIED**

**COUNCIL COMMITTEE  
REPORTS:**

**5. a) Council Committee Reports**

Deputy Reeve Sarapuk joined the meeting at 10:04 a.m.

Councillor Jorgensen stepped out of the meeting at 10:38 a.m.

**MOTION 18-10-842**

**MOVED** by Councillor Braun

That the Council committee reports be received for information.

**CARRIED**

**5. b) Public Works Committee Meeting Minutes**

**MOTION 18-10-843**

**MOVED** by Councillor Driedger

That the Public Works Committee unapproved minutes of October 11, 2018 be received for information.

**CARRIED**

**GENERAL REPORTS:**

**6. a) Disaster Recovery Program (DRP) Updates**

Councillor Jorgensen rejoined the meeting at 10:43 a.m.

**MOTION 18-10-844**

**MOVED** by Councillor Cardinal

That the disaster recovery program update be received for information.

**CARRIED**

**ADMINISTRATION:**

**9. a) Disaster Recovery Program – Letter of Appreciation**

**MOTION 18-10-845**

**MOVED** by Councillor Jorgensen

That a letter be sent to the Minister of Municipal Affairs, Minister of Indigenous Relations, and MLA Debbie Jabbour expressing our appreciation for moving forward the Disaster Recovery Program (DRP) application for the ice jam event and requesting that consideration be given to the remaining four applications.

**CARRIED**

**9. b) Caribou**

**MOTION 18-10-846**

**MOVED** by Councillor E. Peters

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That the caribou update be received for information.

**CARRIED**

Reeve Knelsen recessed the meeting at 10:56 a.m. and reconvened the meeting at 11:03 a.m.

Councillor Jorgensen stepped out of the meeting at 10:56 a.m.

**TENDERS:**

**7. a) Proposals for Farm Land Development**

**MOTION 18-10-847**

**MOVED** by Councillor Bateman

That the Proposals for Farm Land Development be readvertised.

**CARRIED**

**ADMINISTRATION:**

**9. c) Metis Region 6 (ADDITION)**

**MOTION 18-10-848**  
Requires Unanimous

**MOVED** by Councillor E. Peters

That the Reeve, Councillor Cardinal and Councillor Wardley be authorized to meet with the Metis Region 6 to discuss economic development initiatives.

**CARRIED UNANIMOUSLY**

**COMMUNITY SERVICES:**

**11. b) Handi-Van Operations**

**MOTION 18-10-849**

**MOVED** by Councillor Braun

That the operation of the Handi-Van program be passed on to a non-profit community organization and that administration be directed to request Expressions of Interest from the community.

**CARRIED**

**COMMUNITY SERVICES:**

**11. c) 2018 Campground Caretakers Bonus**

**MOTION 18-10-850**

**MOVED** by Councillor Braun

That the 2018 Campground Caretaker bonuses be approved

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as presented and that the updated chart for campground use be provided for information at the next council meeting.

**CARRIED**

Reeve Knelsen recessed the meeting at 11:28 a.m. and reconvened the meeting at 11:36 a.m. with all members present.

**DELEGATIONS:**

**4. a) Dan Fletcher, Chief Administrative Officer, Town of High Level**

**COMMUNITY SERVICES:**

**11. a) High Level Invoice - May Wildfire Event**

Dan Fletcher, Chief Administrative Officer, and Rodney Schmidt, Fire Chief, for the Town of High Level were present to discuss the wildland fire on May 12, 2018.

Councillor Jorgensen stepped out of the meeting at 11:56 a.m. and rejoined the meeting at 12:02 p.m.

**MOTION 18-10-851**  
Requires 2/3

**MOVED** by Councillor Bateman

That the Town of High Level Invoice # IVC20689 (Wildland Fire Callout) in the amount of \$21,588.70 be approved for payment with funds coming from the 2018 operating budget and that appreciation be extended to the High Level Fire Department for responding.

**CARRIED**

**DELEGATIONS:**

**4. b) Neil Simpson, Deputy Chief, Fort Vermilion Fire Department**

**MOTION 18-10-852**

**MOVED** by Deputy Reeve Sarapuk

That Council move into a closed meeting at 12:09 p.m. to discuss personnel. *(FOIP, Div. 2, Part 1, s. 17, 24)*

**CARRIED**

The following individuals were present during the closed meeting. *(MGA Section 602.08(1)(6))*

- All Councillors
- Len Racher, Chief Administrative Officer

- Neil Simpson, Deputy Chief, Fort Vermilion Fire
- Larry Schartner, Firefighter, Fort Vermilion Fire
- Lisa Schartner, Firefighter, Fort Vermilion Fire

**MOTION 18-10-853**

**MOVED** by Councillor Jorgensen

That Council move out of a closed meeting at 12:38 p.m.

**CARRIED**

Reeve Knelsen recessed the meeting at 12:38 p.m. and reconvened the meeting at 1:08 p.m.

**PUBLIC HEARINGS:**

**8. a) Bylaw 1101-18 Partial Road Closure and Purchase of Government Road Allowance South of Plan 112 5121, Block 01, Lot 01**

Reeve Knelsen called the public hearing for Bylaw 1101-18 to order at 1:09 p.m.

Reeve Knelsen asked if the public hearing for proposed Bylaw 1101-18 was properly advertised. Byron Peters, Deputy CAO, answered that the bylaw was advertised in accordance with the Municipal Government Act.

Reeve Knelsen asked the Development Authority to outline the proposed Partial Road Closure and Purchase of Government Road Allowance. Byron Peters, Deputy CAO, presented the Bylaw and indicated that first reading was given on May 23, 2018.

*Mackenzie County received a request from a developer to purchase road allowance for consolidation to his existing yard site located on SW 14-104-18-W5M (Plan 112 5121, Block 01, Lot 01) to bring his existing infrastructure into compliance.*

*Due to an error in judgement, the developer's existing trailer was placed too close to the road allowance. According to the survey plan, the 10-acre subdivision was to start north of the road allowance but the applicant thought that the road allowance was part of his subdivision. Now the sewage system has been placed in the road allowance and the buildings are placed close to the property lines.*

*The applicant would like to purchase approximately 1.63 acres of the Road Allowance.*

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*Before hiring a surveyor to draft a tentative plan with the exact measurements and acreage portions, the applicant wanted to know if the County was willing to consider his request and that the Minister of Transportation would sign off on the road closure. Should Council be prepared to sell the land and the Minister of Transportation agree to the road closure, the applicant will then hire a surveyor to start the process of a subdivision consolidation.*

Reeve Knelsen asked if Council has any questions of the proposed Land Use Bylaw amendment.

*Council had the following questions/comments:*

- *Is there a Corridor for a waterline if we decide to extend? On the next township road north or south.*
- *Is there available road allowance in both directions? Have some already been closed? No. There has been some road closures by the Blue Hills Motel area and one further east. This one is west of the store.*
- *Is closure and sale to the owner of the yard to the south? The request is to the acreage to the north. Our policy leaves some room for discretion.*
- *The map on page 45 shows over half of the road allowance is already cleared and being farmed, did they get approval? Have not looked into that.*
- *Are the owners the same? No, there are three different landowners as well as the County if the province approves the closure.*
- *Is that a borrow pit in between? Yes.*
- *Are there trees on the highway road allowance? Don't think so.*

Reeve Knelsen asked if any submissions were received in regards to proposed Bylaw 1101-18. No submissions were received.

Reeve Knelsen asked if there was anyone present who would like to speak in regards to the proposed Bylaw 1101-18.

*Dicky Driedger spoke in opposition to the proposed bylaw.*

- *Owns the south quarter.*
- *The road was built in the wrong place.*
- *Always wanted to build a secondary home and would like to build in the back of the quarter if I get my*

variances.

- *When the County was 50% trees, to remove trees from a road allowance wasn't a big deal. However now we need to keep tree lines and the trees.*
- *We need water lines, gas lines, etc. and don't see a good reason to remove road allowances.*
- *An access road alongside a highway is beneficial.*
- *The high way runs through Mr. Dredger's quarter and the land is already fragmented. Closing the road allowance will only fragment it further.*
- *Fragmented parcels are a good place for acreages to go.*

*George Krahn, landowner, spoke in favour of the proposed bylaw.*

- *Everything was surveyed and was told it was good.*
- *In 2012 when the site was developed, Barlow Surveying surveyed and everything was put in the right place and didn't know there was a road allowance.*
- *Wants to build a house on the site and now the issue has come up.*

*Discussion was held regarding the location of the cistern that was installed in the wrong location on the site. Sewage falls under provincial rules and the County does not have jurisdiction to approve a variance.*

*Mr. Driedger stated that even if the road allowance gets closed, according to the County laws the pumpout has to be further away from his dugout. That is illegal regardless of what happens.*

*Mr. Krahn stated that the pumpout is in the middle of the acreage. The tank and the lines would have to be moved.*

*Byron Peters stated that the subject property may have been pinned from the south side which is where the issue may have come from.*

Reeve Knelsen closed the public hearing for Bylaw 1101-18 at 1:32 p.m.

**MOTION 18-10-854**

**MOVED** by Councillor Bateman

That Bylaw 1101-18 being a partial road closure bylaw to close, sell and consolidate a portion of Government Road

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Allowance adjacent to Plan 112 5121, Block 01, Lot 01 be DENIED.

**CARRIED**

**PUBLIC HEARING:**

**8. b) Bylaw 1102-18 Partial Road Closure and Purchase of Government Road Allowance South of SE 15-104-18-W5M**

Reeve Knelsen called the public hearing for Bylaw 1102-18 to order at 1:37 p.m.

Reeve Knelsen asked if the public hearing for proposed Bylaw 1102-18 was properly advertised. Byron Peters, Deputy CAO, answered that the bylaw was advertised in accordance with the Municipal Government Act.

Reeve Knelsen asked the Development Authority to outline the proposed Partial Road Closure and Purchase of Government Road Allowance. Byron Peters, Deputy CAO, presented the Bylaw and indicated that first reading was given on May 23, 2018.

*Mackenzie County received a request for a partial road closure located in the Blue Hills area. The applicant would like to close and purchase the road allowance located south of his quarter section SE 15-104-18-W5M for consolidation. His intent is to extend his farmable land to include the undeveloped road allowance.*

*The applicant would like to purchase approximately 6.01 acres from the Government Road Allowance.*

*Before hiring a surveyor to draft a tentative plan with the exact measurements and acreage portions, the applicant wanted to know if the County was willing to consider his request and that the Minister of Transportation would sign off on the road closure. Should Council be prepared to sell the land and the Minister of Transportation agree to the road closure, the applicant will then hire a surveyor to start the process of a subdivision consolidation.*

Reeve Knelsen asked if Council has any questions of the proposed Land Use Bylaw amendment.

*Council had the following questions:*

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- *Is this along the same road allowance as Bylaw 1101-18? Yes.*

Reeve Knelsen asked if any submissions were received in regards to proposed Bylaw 1102-18. No submissions were received.

Reeve Knelsen asked if there was anyone present who would like to speak in regards to the proposed Bylaw 1102-18.

*Peter Harms spoke in opposition to the proposed bylaw. There are a lot of young people in our community and business opportunities. Closing the road allowance would cut off access to the north side of the highway. Do not want it closed.*

*Dicky Driedger also indicated that he was opposed to the proposed bylaw.*

Reeve Knelsen closed the public hearing for Bylaw 1102-18 at 1:39 p.m.

**MOTION 18-10-855**

**MOVED** by Councillor Braun

That Bylaw 1102-18 being a partial road closure bylaw to close, sell and consolidate a portion of Government Road Allowance adjacent to SE 15-104-18-W5M be forwarded to the Minister of Transportation for approval.

**DEFEATED**

**PUBLIC HEARING:**

**8. c) Bylaw 1103-18 Partial Road Closure and Purchase of Government Road Allowance South of SW 14-104-18-W5M**

Reeve Knelsen called the public hearing for Bylaw 1103-18 to order at 1:40 p.m.

Reeve Knelsen asked if the public hearing for proposed Bylaw 1103-18 was properly advertised. Byron Peters, Deputy CAO, answered that the bylaw was advertised in accordance with the Municipal Government Act.

Reeve Knelsen asked the Development Authority to outline the Partial Road Closure and Purchase of Government Road Allowance. Byron Peters, Deputy CAO, presented the Bylaw and indicated that first reading was given on May 23, 2018.

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*Mackenzie County received a request for a partial road closure located in the Blue Hills area. The applicant would like to close and purchase the road allowance located south of his quarter section SW 14-104-18-W5M for consolidation. His intent is to extend his farmable land to include the undeveloped road allowance.*

*The applicant would like to purchase approximately 4.38 acres, which is all of the Government Road Allowance south of his property.*

*Before hiring a surveyor to draft a tentative plan with the exact measurements and acreage portions, the applicant wanted to know if the County was willing to consider his request and that the Minister of Transportation would sign off on the road closure. Should Council be prepared to sell the land and the Minister of Transportation agree to the road closure, the applicant will then hire a surveyor to start the process of a subdivision consolidation.*

Reeve Knelsen asked if Council has any questions of the proposed Land Use Bylaw amendment.

*Council had the following questions:*

- Is this the same quarter section as the previous? Yes.*
- Who is applying? It is a different landowner however they applied at similar times.*

Reeve Knelsen asked if any submissions were received in regards to proposed Bylaw 1103-18. No submissions were received.

Reeve Knelsen asked if there was anyone present who would like to speak in regards to the proposed Bylaw 1103-18. No one was present to speak to the proposed bylaw.

Reeve Knelsen closed the public hearing for Bylaw 1103-18 at 1:42 p.m.

**MOTION 18-10-856**

**MOVED** by Councillor Wardley

That Bylaw 1103-18 being a partial road closure bylaw to close, sell and consolidate a portion of Government Road Allowance adjacent to SW 14-104-18-W5M be DENIED.

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**CARRIED**

**MOTION 18-10-857**  
Requires 2/3

**MOVED** by Councillor Jorgensen

That the road closure application fees be refunded to the applicants of Bylaw 1101-18, Bylaw 1102-18, and Bylaw 1103-18.

**CARRIED**

**DELEGATIONS:**

**4. c) Carson Flett – Petition for Teacher for Indigenous Language Curriculum**

**MOTION 18-10-858**

**MOVED** by Councillor Jorgensen

That the petition for teacher for indigenous language curriculum be received for information.

**CARRIED**

**AGRICULTURE SERVICES:**

**10. a) Alberta Biodiversity Monitoring Institute (ADDITION)**

**MOTION 18-10-859**  
Requires Unanimous

**MOVED** by Councillor Jorgensen

That a letter be provided to the Alberta Biodiversity Monitoring Institute in support of the Pilot Wildlife Monitoring Program Using Remote Cameras, in principle.

**CARRIED UNANIMOUSLY**

Reeve Knelsen recessed the meeting at 2:19 p.m. and reconvened the meeting at 2:29 p.m.

**FINANCE:**

**12. a) Cemeteries (ADDITION)**

**MOTION 18-10-860**  
Requires Unanimous

**MOVED** by Councillor Bateman

That administration research the cemetery grant for the High Level cemetery and bring back to Council.

**CARRIED UNANIMOUSLY**

**OPERATIONS:**

**13. a) Ratepayer Concern (ADDITION)**

**MOTION 18-10-861**

**MOVED** by Councillor Wardley

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Requires Unanimous

That the ratepayer concern regarding contract grader operators be received for information.

**CARRIED**

**PLANNING &  
DEVELOPMENT:**

**14. a) Public Notification Process for Development Permits**

**MOTION 18-10-862**

**MOVED** by Councillor Cardinal

That the public notification process for development permits include the County's Facebook page.

**CARRIED**

**PLANNING &  
DEVELOPMENT:**

**14. b) Zama Airport – Private Lease**

**MOTION 18-10-863**

**MOVED** by Councillor Wardley

That administration explores options and legalities for leasing the south end of the Zama airstrip to private parties and bring back the options to Council.

**CARRIED**

**UTILITIES:**

**15. a) Zama Lift Station Upgrade Project**

Reeve Knelsen recessed the meeting at 3:10 p.m. and reconvened the meeting at 3:21 p.m.

**INFORMATION /  
CORRESPONDENCE:**

**16. a) Information/Correspondence**

**MOTION 18-10-864**

**MOVED** by Councillor Wardley

That the appraisal report for non-profit buildings be presented to the Community Services Committee for review.

**CARRIED**

**MOTION 18-10-865**

**MOVED** by Councillor Jorgensen

That all Councillors be authorized to attend the Community Conversation regarding health needs in High Level on

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\_\_\_\_\_

November 8, 2018.

**CARRIED**

**MOTION 18-10-866**

**MOVED** by Deputy Reeve Sarapuk

That the information/correspondence items be received for information.

**CARRIED**

**UTILITIES:**

**15. a) Zama Lift Station Upgrade Project**

**MOTION 18-10-867**

**MOVED** by Councillor Braun

That the Zama Lift Station Upgrade Project be TABLED to the next meeting for more information.

**CARRIED**

**UTILITIES:**

**15. b) Zama Water Treatment Improvements Project**

**MOTION 18-10-868**

**MOVED** by Councillor Braun

That the Zama Water Treatment Improvements Project be TABLED to the next meeting.

**CARRIED**

**CLOSED MEETING:**

**17. Closed Meeting**

**MOTION 18-10-869**

**MOVED** by Councillor Bateman

That Council move into a closed meeting at 3:55 p.m. to discuss the following:

- 17. b) Legal Opinion on Tax Write Offs and Collection Outcomes (*FOIP, Div. 2, Part 1, s. 23, 24, 27*)
- 17. c) Union Negotiations (Standing Item) (*s. 23, 24*)

**CARRIED**

The following individuals were present during the closed meeting discussion. (*MGA Section 602.08(1)(6)*)

- All Councillors
- Len Racher, Chief Administrative Officer
- Byron Peters, Deputy CAO

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- David Fehr, Director of Operations
- Bill McKennan, Director of Finance
- Carol Gabriel, Director of Legislative & Support Services

**MOTION 18-10-870**

**MOVED** by Councillor Driedger

That Council move out of a closed meeting at 5:07 p.m.

**CARRIED**

**17. b) Legal Opinion on Tax Write Offs and Collection Outcomes**

**MOTION 18-10-871**

Requires 2/3

**MOVED** by Councillor Braun

That the Tax Roll accounts as detailed in Appendix I (attached) be deemed as uncollectable, reflected as bad debt, and written off.

**CARRIED**

**MOTION 18-10-872**

**MOVED** by Deputy Reeve Sarapuk

That administration apply for reimbursement under the Provincial Education Requisition Credit Program for educational taxes being written off.

**CARRIED**

**17. c) Union Negotiations**

**MOTION 18-10-873**

**MOVED** by Councillor E. Peters

That the Reeve and the following Councillors be appointed to the Ad Hoc Union Negotiating Advisory Committee:

- Councillor Braun
- Councillor Wardley
- Councillor A. Peters

**CARRIED**

**MOTION 18-10-874**

**MOVED** by Councillor Wardley

That Council move into a closed meeting at 5:19 p.m. to discuss personnel (s. 17, 24).

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

**CARRIED**

The following individuals were present during the closed meeting discussion. (MGA Section 602.08(1)(6))

- All Councillors

**MOTION 18-10-875**

**MOVED** by Councillor Bateman

That Council move out of a closed meeting at 5:37 p.m.

**CARRIED**

**NOTICE OF MOTION:** 18. a) None

**NEXT MEETING DATE:** 19. a) Next Meeting Dates

Regular Council Meeting  
November 13, 2018  
10:00 a.m.  
Fort Vermilion Council Chambers

Committee of the Whole Meeting  
November 27, 2018  
10:00 a.m.  
Fort Vermilion Council Chambers

Regular Council Meeting  
November 28, 2018  
10:00 a.m.  
Fort Vermilion Council Chambers

**ADJOURNMENT:** 20. a) Adjournment

**MOTION 18-10-876** **MOVED** by Councillor Jorgensen

That the council meeting be adjourned at 5:38 p.m.

**CARRIED**

These minutes will be presented to Council for approval on November 13, 2018.

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Joshua Knelsen  
Reeve

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Len Racher  
Chief Administrative Officer

**Tax Cancellation/Write Offs (PERC)**

As of Oct 1, 2018

ROLL	2015 Year End	2015 School Tax	2016 Year End	2016 School Tax	2017 Year End	2017 School Tax	2018 Levy	2018 School Tax	2018 Penalties	TOTAL
083651	\$699.04	\$11.05	\$1,491.10	\$12.60	\$1,670.03	\$0.00	\$0.00	\$0.00	\$0.00	\$1,670.03
083652	\$697.88	\$10.98	\$1,489.42	\$12.52	\$1,668.15	\$0.00	\$0.00	\$0.00	\$0.00	\$1,668.15
083653	\$569.87	\$3.18	\$1,301.90	\$3.63	\$1,458.13	\$0.00	\$0.00	\$0.00	\$0.00	\$1,458.13
083654	\$569.87	\$3.18	\$1,301.90	\$3.63	\$1,458.13	\$0.00	\$0.00	\$0.00	\$0.00	\$1,458.13
083655	\$569.87	\$3.18	\$1,301.90	\$3.63	\$1,458.13	\$0.00	\$0.00	\$0.00	\$0.00	\$1,458.13
083656	\$569.87	\$3.18	\$1,301.90	\$3.63	\$1,458.13	\$0.00	\$0.00	\$0.00	\$0.00	\$1,458.13
083657	\$570.46	\$3.22	\$1,302.76	\$3.67	\$1,459.09	\$0.00	\$0.00	\$0.00	\$0.00	\$1,459.09
083658	\$572.84	\$3.36	\$1,306.24	\$3.83	\$1,462.99	\$0.00	\$0.00	\$0.00	\$0.00	\$1,462.99
083659	\$694.37	\$10.76	\$1,484.25	\$12.27	\$1,662.36	\$0.00	\$0.00	\$0.00	\$0.00	\$1,662.36
290908	\$1,955.76	\$0.00	\$2,674.10	\$0.00	\$3,089.34	\$0.00	\$0.00	\$0.00	\$428.33	\$3,517.67
410258	\$5,098.11	\$62.28	\$7,587.27	\$70.53	\$9,179.35	\$105.99	\$500.36	\$93.38	\$1,350.45	\$11,030.16
410430	\$11,392.94	\$119.48	\$16,281.08	\$132.42	\$19,223.99	\$174.90	\$651.17	\$152.04	\$2,766.56	\$22,641.72
410464	\$5,387.96	\$91.73	\$8,028.08	\$102.21	\$9,721.25	\$141.64	\$532.93	\$123.69	\$1,430.65	\$11,684.83
410672	\$140,830.21	\$1,216.64	\$199,793.96	\$1,396.58	\$233,810.70	\$1,660.25	\$6,235.88	\$1,455.95	\$33,386.44	\$273,433.02
410673	\$155,612.14	\$1,666.38	\$222,618.75	\$1,900.90	\$261,032.79	\$1,968.37	\$7,372.16	\$1,721.25	\$37,337.31	\$305,742.26
410703	\$47,428.61	\$772.63	\$69,434.98	\$884.95	\$84,125.76	\$1,241.80	\$4,670.72	\$1,090.52	\$12,389.70	\$101,186.18
410956	\$699.04	\$11.05	\$1,491.10	\$12.60	\$2,258.03	\$13.11	\$468.70	\$64.48	\$385.90	\$3,112.63
411047	\$2,031,025.09	\$73,241.60	\$2,778,564.98	\$0.00	\$3,210,036.56	\$0.00	\$0.00	\$0.00	\$445,065.15	\$3,655,101.71
411127	\$5,453.08	\$406.23	\$9,834.78	\$459.03	\$13,303.03	\$497.41	\$1,885.83	\$440.30	\$2,137.49	\$17,326.35
411162	\$826.26	\$0.00	\$1,129.74	\$0.00	\$1,305.17	\$0.00	\$0.00	\$0.00	\$180.96	\$1,486.13
411264	\$10,917.12	\$118.05	\$15,626.54	\$129.61	\$18,053.11	\$0.00	\$0.00	\$0.00	\$2,503.02	\$20,556.13
410743			\$13,888.15	\$59.44	\$17,464.44	\$97.30	\$1,542.03	\$85.55	\$2,661.04	\$21,667.51
411030			\$11,133.44	\$250.00	\$14,002.77	\$228.74	\$0.00	\$0.00	\$1,941.45	\$15,944.22
411262			\$1,440.89	\$66.86	\$1,664.64	\$0.00	\$0.00	\$0.00	\$230.81	\$1,895.45
422006			\$1,414.92	\$15.33	\$2,173.88	\$15.95	\$483.68	\$78.54	\$376.57	\$3,034.13
422059	\$8,387.32	\$988.67	\$12,948.60	\$285.72	\$15,802.57	\$169.13	\$0.00	\$0.00	\$2,191.00	\$17,993.57
	<b>\$2,430,527.71</b>	<b>\$78,746.83</b>	<b>\$3,386,172.73</b>	<b>\$5,825.59</b>	<b>\$3,930,002.52</b>	<b>\$6,314.59</b>	<b>\$24,343.46</b>	<b>\$5,305.70</b>	<b>\$546,762.83</b>	<b>\$4,501,108.81</b>
			<b>\$4,404,916.10</b>		<b>\$96,192.71</b>				<b>\$4,501,108.81</b>	
	LEVY - PERC & PENALTIES		PERC			TOTAL				





Mackenzie County

# REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>November 13, 2018</b>
<b>Presented By:</b>	<b>Carol Gabriel, Director of Legislative &amp; Support Services</b>
<b>Title:</b>	<b>Minutes of the November 6, 2018 Budget Council Meeting</b>

### **BACKGROUND / PROPOSAL:**

Minutes of the November 6, 2018, Budget Council Meeting are attached.

### **OPTIONS & BENEFITS:**

### **COSTS & SOURCE OF FUNDING:**

### **SUSTAINABILITY PLAN:**

### **COMMUNICATION:**

Approved Council Meeting minutes are posted on the County website.

### **RECOMMENDED ACTION:**

- Simple Majority
  Requires 2/3
  Requires Unanimous

That the minutes of the November 6, 2018 Budget Council Meeting be adopted as presented.

Author: C. Gabriel Reviewed by: CG CAO: \_\_\_\_\_



**MACKENZIE COUNTY  
BUDGET COUNCIL MEETING**

**November 6, 2018  
10:00 a.m.**

**Fort Vermilion Council Chambers  
Fort Vermilion, AB**

**PRESENT:**

Josh Knelsen	Reeve
Walter Sarapuk	Deputy Reeve
Jacque Bateman	Councillor
Peter F. Braun	Councillor
Cameron Cardinal	Councillor
David Driedger	Councillor
Eric Jorgensen	Councillor (arrived at 2:38 p.m.)
Anthony Peters	Councillor
Ernest Peters	Councillor
Lisa Wardley	Councillor

**REGRETS:**

**ADMINISTRATION:**

Lenard Racher	Chief Administrative Officer
Byron Peters	Deputy CAO
David Fehr	Director of Operations
Doug Munn	Director of Community Services
Fred Wiebe	Director of Utilities
Carol Gabriel	Director of Legislative & Support Services/Recording Secretary
Don Roberts	Zama Site Manager
Jennifer Batt	Finance Controller
Grant Smith	Agricultural Fieldman

**ALSO PRESENT:** Members of the public.  
Representatives from Not for Profit Organizations

Minutes of the Budget Council meeting for Mackenzie County held on November 6, 2018 in the Council Chambers at the Fort Vermilion County Office.

**CALL TO ORDER:** 1. a) **Call to Order**

Reeve Knelsen called the meeting to order at 1:04 p.m.

**AGENDA:** 2. a) **Adoption of Agenda**

**MOTION 18-11-877** **MOVED** by Councillor Braun

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

That the agenda be approved with the following additions:

- 2. b) November 7, 2018 Budget Council Meeting
- 9. a) Letter for Remembrance Day
- 9. b) Meetings with Ministers

**CARRIED**

**2. b) November 7, 2018 Budget Council Meeting**

**MOTION 18-11-878**

**MOVED** by Councillor A. Peters

That the November 7, 2018 Budget Council meeting be rescheduled to November 27, 2018 and that the Committee of the Whole meeting be cancelled.

**CARRIED**

**FINANCE:**

**12. d) Budget Meeting Dates**

**MOTION 18-11-879**

**MOVED** by Councillor Bateman

That the December 19, 2018 Budget Council meeting be cancelled.

**CARRIED**

**MOTION 18-11-880**

**MOVED** by Councillor Braun

That a Budget Council meeting be scheduled for December 3, 2018 at 10:00 a.m.

**CARRIED**

**MINUTES FROM  
PREVIOUS MEETING:**

3. a) None

**COUNCIL COMMITTEE  
REPORTS:**

5. a) None

**GENERAL REPORTS:**

6. a) None

**TENDERS:**

7. a) None

**PUBLIC HEARINGS:**

8. a) None

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

**ADMINISTRATION:**

**9. a) Letter for Remembrance Day (ADDITION)**

**MOTION 18-11-881**  
Requires Unanimous

**MOVED** by Councillor E. Peters

That a letter of appreciation be sent to the local members of the Canadian Forces.

**CARRIED UNANIMOUSLY**

**ADMINISTRATION:**

**9. b) Meetings with Ministers (ADDITION)**

**MOTION 18-11-882**  
Requires Unanimous

**MOVED** by Councillor Braun

That the meetings with Ministers be received for information.

**CARRIED**

**CLOSED MEETING:**

**17. a) Buffalo Head Prairie Flood Mitigation Project**

**MOTION 18-11-883**

**MOVED** by Councillor Cardinal

That Council move into a closed meeting at 1:48 p.m. to discuss the Buffalo Head Prairie Flood Mitigation Project. *(FOIP, Div. 2, Part 1, s. 16, 24, 25)*

**CARRIED**

The following individuals were present during the closed meeting discussion. *(MGA Section 602.08(1)(6))*

- All Councillors
- Len Racher, Chief Administrative Officer
- Jennifer Batt, Finance Controller

**MOTION 18-11-884**

**MOVED** by Councillor E. Peters

That Council move out of a closed meeting at 2:34 p.m.

**CARRIED**

Reeve Knelsen recessed the meeting at 2:35 p.m. and reconvened the meeting at 2:49 p.m.

Councillor Jorgensen arrived at 2:38 p.m.

**MOTION 18-11-885**  
Requires 2/3

**MOVED** by Deputy Reeve Sarapuk

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

That the budget be amended to include an additional \$2,540,000 for the Buffalo Head Prairie Flood Mitigation Project with funding coming from the Drainage Reserve (\$1,000,000) and the General Capital Reserve (\$1,540,000).

**CARRIED**

**AGRICULTURE SERVICES:**

**10. a) None**

**COMMUNITY SERVICES:**

**11. a) None**

**FINANCE:**

**12. a) Draft 2019 Budget**

**MOTION 18-11-886**  
Requires 2/3

**MOVED** by Councillor E. Peters

That the Draft 2019 Budget be TABLED to the next Budget Council meeting.

**CARRIED**

**FINANCE:**

**12. b) Town of High Level 2019 Capital Funding Request**

**MOTION 18-11-887**  
Requires 2/3

**MOVED** by Councillor Bateman

That the 2019 capital projects requests from the Town of High Level be approved with the exception of the Airport – Parking Pay Station.

**CARRIED**

**FINANCE:**

**12. c) Review of Organizational Chart**

**MOTION 18-11-888**

**MOVED** by Councillor Wardley

That the organizational chart recommendations be TABLED to the budget deliberations.

**CARRIED**

Reeve Knelsen recessed the meeting at 3:29 p.m. and reconvened the meeting at 3:37 p.m.

**DELEGATIONS:**

**4. a) Presentations by Not for Profit Organizations**

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

The following Not for Profit Organizations made presentations to Council regarding their 2019 Grant Applications:

La Crete Agricultural Society  
La Crete Ferry Campground  
High Level Agricultural Society  
High Level Rural Hall  
Fort Vermilion Area Seniors and Elders Lodge Board 1788  
Rocky Lane Agricultural Society

Reeve Knelsen recessed the meeting at 4:55 p.m. and reconvened the meeting at 5:37 p.m.

The following Not for Profit Organizations made presentations to Council regarding their 2019 Grant Applications:

Fort Vermilion and Area Board of Trade  
Peace River Rotary House Society  
Zama Recreation Society  
La Crete Recreation Board

Reeve Knelsen recessed the meeting at 6:31 p.m. and reconvened the meeting at 6:44 p.m.

The following Not for Profit Organizations made presentations to Council regarding their 2019 Grant Applications:

Fort Vermilion Recreation Society  
L.A. on Wheels Society  
Mackenzie Regional Community Services/Victim Services Unit  
Rainbow Lake Youth Centre  
Fort Vermilion Agricultural Society/Heritage Centre  
Tompkins Improvement Board

Reeve Knelsen recessed the meeting at 8:27 p.m. and reconvened the meeting at 8:34 p.m.

The following Not for Profit Organizations made presentations to Council regarding their 2019 Grant Applications:

La Crete Community Equine Centre

**OPERATIONS:**

**13. a) None**

**PLANNING &  
DEVELOPMENT:**

**14. a) None**

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

**UTILITIES:** 15. a) None

**INFORMATION/  
CORRESPONDENCE:** 16. a) None

**NOTICE OF MOTION:** 18. a) None

**NEXT MEETING DATE:** 19. a) Next Meeting Date

Regular Council Meeting  
November 13, 2018  
10:00 a.m.  
Fort Vermilion Council Chambers

Budget Council Meeting  
November 27, 2018  
10:00 a.m.  
Fort Vermilion Council Chambers

Regular Council Meeting  
November 28, 2018  
10:00 a.m.  
Fort Vermilion Council Chambers

**ADJOURNMENT:** 20. a) Adjournment

**MOTION 18-11-889** **MOVED** by Councillor Jorgensen

That the Budget Council meeting be adjourned at 8:46 p.m.

**CARRIED**

These minutes will be presented to Council for approval on November 13, 2018.

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Joshua Knelsen  
Reeve

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Lenard Racher  
Chief Administrative Officer





Mackenzie County

# REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>November 13, 2018</b>
<b>Presented By:</b>	<b>Byron Peters, Deputy Chief Administrative Officer</b>
<b>Title:</b>	<b>PUBLIC HEARING Bylaw 1117-18 – Land Use Bylaw Amendment to Amend the Yard – Front Regulation of the Fort Vermilion Commercial Centre (FV-CC) Zoning District</b>

## BACKGROUND / PROPOSAL:

At the August 2, 2018 Fort Vermilion Streetscape Implementation Committee meeting the following motion was made after a delegate came forth with their concerns regarding the maximum setback along the Streetscape corridor:

**FVSIC-18-08-011**

**MOVED** by Eric Jorgensen

*That the Fort Vermilion Streetscape Implementation Committee recommends that administration amend the Land Use Bylaw to accommodate new setbacks from River Road and make changes to the Streetscape Plan.*

**CARRIED**

The committee expressed concerns that the maximum setback of 3.0 meters (9.8 feet) from property line along River Road is limiting for new businesses to utilize their lots.

The Fort Vermilion Streetscape minutes were then presented at the August 28, 2018 Council meeting and the following motion was made:

**MOTION 18-08-607**

**MOVED** by Councillor Jorgensen

*That the new setbacks for Fort Vermilion River Road be forwarded to the Municipal Planning Commission for further review and recommendation.*

**CARRIED**

**Author:** C Smith      **Reviewed by:** B Peters      **CAO:** \_\_\_\_\_

In response to the concerns administration is presenting the streetscape regulations placed within the Fort Vermilion Commercial Centre “FV-CC” zoning for recommendation.

The Economic Development and Streetscape Design Plan was initiated by Council as a strategy to boost economic development and hamlet beautification in La Crete and Fort Vermilion. In order to introduce the idea and create a feasible plan for the individual communities, extensive public consultation was conducted. There were three (3) separate open houses in each community, online forums, a website, sounding boards, and a streetscape implementation committee for each hamlet.

The streetscape plan is a direct result of the public consultation and collaboration that took place over the course of five (5) months. Each community provided productive and helpful feedback to produce a structured future design that reflects the ideals and values of their respective communities. Part of the design concept is to create pedestrian friendly commercial areas that boasts walkability over vehicle traffic like those in seen in Banff, AB. In order to do that buildings are expected to be located along the sidewalk and parking is to be in the rear of buildings. The concept creates more storefront traffic when shopping or browsing and allows community members and tourists to enjoy the local scenery.

Council approved the streetscape design plan with the intension that all new development would be expected to adhere to the regulations set forth. In order to bring the plan to fruition the streetscape plan regulations were implemented into the Land Use Bylaw.

A local developer expressed concerns regarding front parking and the expected traffic flow in the rear of the building for a proposed (now approved) development. The developer also felt that the regulations were limiting in their ability to develop their lot to their expectations.

This item was taken to the Municipal Planning Commission for recommendation, and the following motion was made:

**MPC-18-09-144** **MOVED** by Jack Eccles

*That the Municipal Planning Commission recommend to Council to amend the Land Use Bylaw to change the front setback to the discretion of the development authority for Fort Vermilion Commercial Centre “FV-CC” for all new buildings.*

**CARRIED**

The MPC feels that if the front setback is left to the discretion of the development authority that each use and development will be considered on an individual basis.

This item was taken to Council on October 9, 2018 for first reading where it was passed with the following motion:

**Author:**     K Darling     **Reviewed by:**     C Smith     **CAO:**

**MOTION 18-10-748** **MOVED** by Deputy Reeve Wardley

*That first reading be given to Bylaw 1117-18 being a Land Use Bylaw Amendment to amend the Yard – Front setback regulation of Section 9.23.3 Fort Vermilion Commercial Centre (FV-CC), subject to public hearing input.*

**CARRIED**

**OPTIONS & BENEFITS:**

Options are to pass, defeat, or table second and third reading of the bylaw.

Council has the opportunity to set precedence for the future design of Fort Vermilion or to accommodate all new developments within the hamlet of Fort Vermilion.

**COSTS & SOURCE OF FUNDING:**

Costs will consist of advertising the public hearing, which will be borne by the Planning Department operating budget.

**SUSTAINABILITY PLAN:**

**Goal E24** Mackenzie County is an attractive destination for non-residents to visit or to decide to relocate, and remains an attractive home for County residents at all stages of their lives.

**Goal S1** Each County hamlet and rural area hosts a concentration of social, cultural and commercial activity in strategic locations.

**Strategy S1.1** Implement policies that encourage cultural development in the core areas of the hamlets that foster social interaction with the residents in each hamlet.

**Strategy S1.2** Promote recreational activity and opportunity within the County through future hamlet development plans.

**Strategy S1.3** Implement policies that place stronger emphasis on commercial development in each hamlet, in conjunction with the County's hamlet development plans.

**Strategy S1.4** Develop a community standards bylaw for residential and industrial properties.

**Author:**     K Darling     **Reviewed by:**     C Smith     **CAO:**



**Mackenzie County**

**PUBLIC HEARING FOR LAND USE BYLAW AMENDMENT**

**BYLAW 1117-18**

**Order of Presentation**

\_\_\_\_\_ This Public Hearing will now come to order at \_\_\_\_\_.

\_\_\_\_\_ Was the Public Hearing properly advertised?

\_\_\_\_\_ Will the Development Authority \_\_\_\_\_, please outline the proposed Land Use Bylaw Amendment and present his submission.

\_\_\_\_\_ Does the Council have any questions of the proposed Land Use Bylaw Amendment?

\_\_\_\_\_ Were any submissions received in regards to the proposed Land Use Bylaw Amendment? *If yes, please read them.*

\_\_\_\_\_ Is there anyone present who would like to speak in regards of the proposed Land Use Bylaw Amendment?

\_\_\_\_\_ If YES: Does the Council have any questions of the person(s) making their presentation?

\_\_\_\_\_ This Hearing is now closed at \_\_\_\_\_.

**REMARKS/COMMENTS:**

**BYLAW NO. 1117-18**  
**BEING A BYLAW OF**  
**MACKENZIE COUNTY**  
**IN THE PROVINCE OF ALBERTA**

**TO AMEND THE**  
**MACKENZIE COUNTY LAND USE BYLAW**  
**TO AMEND THE YARD – FRONT SETBACK REGULATION OF SECTION 9.23.3**  
**FORT VERMILION COMMERCIAL CENTRE (FV-CC)**

**WHEREAS**, Mackenzie County has a Municipal Development Plan adopted in 2009, and

**WHEREAS**, Mackenzie County has adopted the Mackenzie County Land Use Bylaw in 2017, and

**WHEREAS**, the Council of Mackenzie County, in the Province of Alberta, has deemed it desirable to amend the Mackenzie County Land Use Bylaw to revise the Yard – Front setback regulation of Section 9.23.3 Fort Vermilion Commercial Centre (FV-CC) district.

**NOW THEREFORE**, THE COUNCIL OF THE MACKENZIE COUNTY, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, HEREBY ENACTS AS FOLLOWS:

1. That Mackenzie County Land Use Bylaw Section 9.23.3 Fort Vermilion Commercial Centre (FV-CC) district:

9.23.3 In addition to the regulations contained in Section 8, the following standards, as shown in Figure 27, shall apply to every DEVELOPMENT in this LAND USE DISTRICT.

Regulation	Standard
<b>Lot Area</b>	At the discretion of the Development Authority
<b>Setback</b>	
Yard – Front	<del>Max. 3.0m (9.8ft)</del> At the discretion of the Development Authority
Yard – Rear	Min. 3.1 m (10 feet)
Yard – Side	If site is abutting a residential LAND USE DISTRICT: 1.5m (5.0ft) All other uses: None required

Regulation	Standard
Min. Floor Area	At the discretion of the Development Authority

READ a first time this 9<sup>th</sup> day of October, 2018.

PUBLIC HEARING held this \_\_\_\_ day of \_\_\_\_\_, 2018.

READ a second time this \_\_\_\_ day of \_\_\_\_\_, 2018.

READ a third time and finally passed this \_\_\_\_ day of \_\_\_\_\_, 2018.

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Joshua Knelsen  
Reeve

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Lenard Racher  
Chief Administrative Officer







Mackenzie County

# REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>November 13, 2018</b>
<b>Presented By:</b>	<b>Byron Peters, Deputy Chief Administrative Officer</b>
<b>Title:</b>	<p><b>PUBLIC HEARING</b>  <b>Bylaw 1118-18 Land Use Bylaw Amendment to add the definition of energy source and to add the regulation for the issuance of an Alberta remediation certificate for all energy use sites to section 8.62 and sections 9.1, 9.6, 9.7, 9.8, 9.23, 9.24, 9.25, 9.26, 9.28, 9.30, 9.31, 9.32, 9.33 and 9.35</b></p>

## BACKGROUND / PROPOSAL:

The Municipal Government Act defines a Brownfield as “a commercial or industrial property which is, or possibly is, contaminated; is vacant, derelict or under-utilized; and is suitable for development or redevelopment for the general benefit of the municipality”. The goal of a Brownfield redevelopment tools is to help support contaminated site management, and to encourage the properties to be used for other development. This process also helps stakeholders understand and know what needs to be done when dealing with Brownfield redevelopment.

The Province of Alberta has given municipalities the authority to pass and enforce bylaws in regards to Brownfield remediation. Currently the Province is working towards creating a Remedial Action Plan Guide, Site-Based Remediation Certificate Guide, and will be updating the application forms, guides and processes. These documents will be amended and ready for January 1, 2019 when the Remediation Certificate Amendment Regulation comes into effect.

On June 1, 2018 the Province of Alberta passed *Remediation Certificate Amendment Regulation*; this new regulation under the Environmental Protection and Enhancement Act (EPEA) replaces the prior *Remediation Certificate Regulation*. This change will apply to all new spills, releases, newly discovered existing spills or releases found after January 1, 2019.

**Author:** K Darling **Reviewed by:** C Smith **CAO:** \_\_\_\_\_

The new regulations from the Province of Alberta are going to encourage and ensure that stakeholders have the appropriate tools to be informed and can effectively ensure that remediation will be done properly.

On May 9, 2018 MPC made the following motion to require all energy use sites to remediate their properties after vacating.

**MPC-18-05-073** **MOVED** by Beth Kappelar

*“That Administration add regulation to the Land Use Bylaw regarding a requirement to produce a remediation certificate within three years after abandonment and that administration look into a tax incentive bylaw for future remediation.”*

**CARRIED**

This item was taken to back to the Municipal Planning Commission on September 20, 2018 for recommendation and the following motion was made:

**MPC-18-09-143** **MOVED** by Jacquie Bateman

*That the Municipal Planning Commission recommend to Council to approve Bylaw 11\_\_-18 Land Use Bylaw Amendment to add the definition of energy source and to add the regulation for the issuance of an Alberta remediation certificates for all energy use sites to section 8.62 and sections 9.1, 9.6, 9.7, 9.8, 9.23, 9.24, 9.25, 9.26, 9.28, 9.30, 9.31, 9.32, 9.33 and 9.35.*

**CARRIED**

The regulation will be added to the following zoning districts Agricultural (A), Rural Industrial Light (RIL), Rural Industrial General (RIG), Airport (AP), Fort Vermilion-Highway Commercial (FV-HC), Fort Vermilion – Light Industrial (FV-LI), Fort Vermilion – Heavy Industrial (FV-HI), La Crete – Highway Commercial (LC-HC), La Crete – Light Industrial (LC-LI), La Crete – Heavy Industrial (LC-HI), Zama City – Industrial (Z-I), Zama City – Mixed Use (Z-MU) and Zama City Residential-Business (Z-RB) as a reflection of the energy uses within each district.

An Alberta remediation certificate must be presented to the County within three (3) years of vacating a property. It will be added as a condition in development permits.

This item was taken to Council on October 9, 2018 for first reading where it was passed with the following motion:

**MOTION 18-10-749** **MOVED** by Councillor Driedger

*That first reading be given to Bylaw 1118-18 being a Land Use*

Author:     K Darling     Reviewed by:     C Smith     CAO:

*Bylaw Amendment to add the definition of energy source to Section 2.3.1 and to add the regulation for the issuance of an Alberta remediation certificates for all energy use sites to section 8.62 and sections 9.1, 9.6, 9.7, 9.8, 9.23, 9.24, 9.25, 9.26, 9.28, 9.30, 9.31, 9.32, 9.33 and 9.35.*

**CARRIED**

**OPTIONS & BENEFITS:**

Options are to pass, defeat, or table second and third reading of the bylaw.

**COSTS & SOURCE OF FUNDING:**

All future costs will be paid by the developer. Advertising will be covered by the Planning and Development operating budget.

**SUSTAINABILITY PLAN:**

Many brownfield sites are located in prime locations in each of the County's hamlets. Reducing the number of future brownfield sites in our communities achieves many environmental and economic development objectives within the Sustainability Plan.

**COMMUNICATION:**

The bylaw amendment has been advertised as per MGA requirements.

**RECOMMENDED ACTION:**

Motion 1

Simple Majority       Requires 2/3       Requires Unanimous

That second reading be given to Bylaw 1118-18 being a Land Use Bylaw Amendment to add the definition of energy source to Section 2.3.1 and to add the regulation for the issuance of an Alberta remediation certificates for all energy use sites to section 8.62 and sections 9.1, 9.6, 9.7, 9.8, 9.23, 9.24, 9.25, 9.26, 9.28, 9.30, 9.31, 9.32, 9.33 and 9.35.

**Author:** K Darling      **Reviewed by:** C Smith      **CAO:** \_\_\_\_\_

Motion 2

Simple Majority       Requires 2/3       Requires Unanimous

That third reading be given to Bylaw 1118-18 being a Land Use Bylaw Amendment to add the definition of energy source to Section 2.3.1 and to add the regulation for the issuance of an Alberta remediation certificates for all energy use sites to section 8.62 and sections 9.1, 9.6, 9.7, 9.8, 9.23, 9.24, 9.25, 9.26, 9.28, 9.30, 9.31, 9.32, 9.33 and 9.35.

**Author:** K Darling      **Reviewed by:** C Smith      **CAO:** \_\_\_\_\_

**Mackenzie County**

**PUBLIC HEARING FOR LAND USE BYLAW AMENDMENT**

**BYLAW 1118-18**

**Order of Presentation**

\_\_\_\_\_ This Public Hearing will now come to order at \_\_\_\_\_.

\_\_\_\_\_ Was the Public Hearing properly advertised?

\_\_\_\_\_ Will the Development Authority \_\_\_\_\_, please outline the proposed Land Use Bylaw Amendment and present his submission.

\_\_\_\_\_ Does the Council have any questions of the proposed Land Use Bylaw Amendment?

\_\_\_\_\_ Were any submissions received in regards to the proposed Land Use Bylaw Amendment? *If yes, please read them.*

\_\_\_\_\_ Is there anyone present who would like to speak in regards of the proposed Land Use Bylaw Amendment?

\_\_\_\_\_ If YES: Does the Council have any questions of the person(s) making their presentation?

\_\_\_\_\_ This Hearing is now closed at \_\_\_\_\_.

**REMARKS/COMMENTS:**

**BYLAW NO. 1118-18**  
**BEING A BYLAW OF**  
**MACKENZIE COUNTY**  
**IN THE PROVINCE OF ALBERTA**

**TO AMEND THE**  
**MACKENZIE COUNTY LAND USE BYLAW**  
**TO ADD THE DEFINITION OF ENERGY SOURCE AND TO ADD THE REGULATION**  
**FOR THE ISSUANCE OF AN ALBERTA REMEDIATION CERTIFICATE FOR ALL**  
**ENERGY USE SITES TO SECTION 8.62 AND SECTIONS 9.1, 9.6, 9.7, 9.8, 9.23, 9.24,**  
**9.25, 9.26, 9.28, 9.30, 9.31, 9.32, 9.33 AND 9.35**

**WHEREAS**, Mackenzie County has a Municipal Development Plan adopted in 2009, and

**WHEREAS**, Mackenzie County has adopted the Mackenzie County Land Use Bylaw in 2017, and

**WHEREAS**, the Council of Mackenzie County, in the Province of Alberta, has deemed it desirable to amend the Mackenzie County Land Use Bylaw to the definition of Energy Source to section 2.3.1 and to add the regulation for the issuance of an Alberta remediation certificate for all energy use sites to section 8.62 and sections 9.1, 9.6, 9.7, 9.8, 9.23, 9.24, 9.25, 9.26, 9.28, 9.30, 9.31, 9.32, 9.33 and 9.35.

**NOW THEREFORE**, THE COUNCIL OF THE MACKENZIE COUNTY, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, HEREBY ENACTS AS FOLLOWS:

1. That the Mackenzie County Land Use Bylaw Section 2.3.1 be amended with the following addition:

**ENERGY SOURCE** means any land use that sells and produces oil and gas products. Including the use of storage tanks and ENVIRO – TANKS.

2. That the Mackenzie County Land Use Bylaw Section 8.62 be amended with the following addition:

**Section 8.62 Vacant Energy Use Sites**

8.62.1 Vacated Energy Use Sites have three (3) years to provide Mackenzie County administration with a remediation certificate for contaminated sites from the Province of Alberta.

3. That the Mackenzie County Land Use Bylaw Rural Industrial Light Section 9.6.4

Additional Regulations be revised with the following addition:

- 3.6.9 In addition, Section 8.62 of the BYLAW relates specifically to development including BULK FUEL STORAGE AND DISTRIBUTION.
4. That the Mackenzie County Land Use Bylaw Rural Industrial General Section 9.7.4 Additional Regulations be revised with the following addition:

  - 3.7.7 In addition, Section 8.62 of the BYLAW relates specifically to development including BULK FUEL STORAGE AND DISTRIBUTION.
5. That the Mackenzie County Land Use Bylaw Fort Vermilion – Highway Commercial Section 9.24.4 Additional Regulations be revised with the following addition:

  - 3.24.9 In addition, Section 8.62 of the BYLAW relates specifically to development including BULK FUEL STORAGE AND DISTRIBUTION.
6. That the Mackenzie County Land Use Bylaw Fort Vermilion – Light Industrial Section 9.25.4 Additional Regulations be revised with the following addition:

  - 3.25.8 In addition, Section 8.62 of the BYLAW relates specifically to development including BULK FUEL STORAGE AND DISTRIBUTION.
7. That the Mackenzie County Land Use Bylaw Fort Vermilion – Heavy Industrial Section 9.26.4 Additional Regulations be revised with the following addition:

  - 3.26.9 In addition, Section 8.62 of the BYLAW relates specifically to development including BULK FUEL STORAGE AND DISTRIBUTION.
8. That the Mackenzie County Land Use Bylaw La Crete – Highway Commercial Section 9.28.4 Additional Regulations be revised with the following addition:

  - 3.28.9 In addition, Section 8.62 of the BYLAW relates specifically to development including BULK FUEL STORAGE AND DISTRIBUTION.
9. That the Mackenzie County Land Use Bylaw La Crete – Light Industrial Section 9.30.4 Additional Regulations be revised with the following addition:

  - 3.30.7 In addition, Section 8.62 of the BYLAW relates specifically to development including BULK FUEL STORAGE AND DISTRIBUTION.

10. That the Mackenzie County Land Use Bylaw La Crete Heavy Industrial Section 9.31.4 Additional Regulations be revised with the following addition:

3.31.7 In addition, Section 8.62 of the BYLAW relates specifically to development including BULK FUEL STORAGE AND DISTRIBUTION.

11. That the Mackenzie County Land Use Bylaw Zama City – Industrial Section 9.32.4 Additional Regulations be revised with the following addition:

3.32.8 In addition, Section 8.62 of the BYLAW relates specifically to development including BULK FUEL STORAGE AND DISTRIBUTION.

12. That the Mackenzie County Land Use Bylaw Zama City – Mixed Use Section 9.33.4 Additional Regulations be revised with the following addition:

3.33.9 In addition, Section 8.62 of the BYLAW relates specifically to development including BULK FUEL STORAGE AND DISTRIBUTION.

READ a first time this 9<sup>th</sup> day of October, 2018.

PUBLIC HEARING held this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

READ a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

READ a third time and finally passed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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Joshua Knelsen  
Reeve

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Lenard Racher  
Chief Administrative Officer







**Mackenzie County**

**PUBLIC HEARING FOR LAND USE BYLAW AMENDMENT**

**BYLAW 1119-18**

**Order of Presentation**

\_\_\_\_\_ This Public Hearing will now come to order at \_\_\_\_\_.

\_\_\_\_\_ Was the Public Hearing properly advertised?

\_\_\_\_\_ Will the Development Authority \_\_\_\_\_, please outline the proposed Land Use Bylaw Amendment and present his submission.

\_\_\_\_\_ Does the Council have any questions of the proposed Land Use Bylaw Amendment?

\_\_\_\_\_ Were any submissions received in regards to the proposed Land Use Bylaw Amendment? *If yes, please read them.*

\_\_\_\_\_ Is there anyone present who would like to speak in regards of the proposed Land Use Bylaw Amendment?

\_\_\_\_\_ If YES: Does the Council have any questions of the person(s) making their presentation?

\_\_\_\_\_ This Hearing is now closed at \_\_\_\_\_.

**REMARKS/COMMENTS:**

**BYLAW NO. 1119-18**  
**BEING A BYLAW OF**  
**MACKENZIE COUNTY**  
**IN THE PROVINCE OF ALBERTA**

**TO AMEND THE**  
**MACKENZIE COUNTY LAND USE BYLAW**  
**TO ADD FUNERAL HOME AS A DISCRETIONARY USE**  
**IN THE INSTITUTIONAL “I” ZONING DISTRICT**

**WHEREAS**, Mackenzie County has a Municipal Development Plan adopted in 2009, and

**WHEREAS**, Mackenzie County has adopted the Mackenzie County Land Use Bylaw in 2017, and

**WHEREAS**, the Council of Mackenzie County, in the Province of Alberta, has deemed it desirable to amend the Mackenzie County Land Use Bylaw to add funeral home as a discretionary use in the Institutional “I” zoning district, subject to public hearing input.

**NOW THEREFORE**, THE COUNCIL OF THE MACKENZIE COUNTY, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, HEREBY ENACTS AS FOLLOWS:

1. That the Mackenzie County Land Use Bylaw Section 9.9.2 Institutional “I” district be amended with the following addition:

Permitted Uses	Discretionary Uses
ACCESSORY BUILDING	CEMETERY
ASSISTED LIVING FACILITY	EXHIBITION GROUNDS
DAY CARE FACILITY	<b>FUNERAL HOME</b>
EDUCATION FACILITY	TEMPORARY/PORTABLE UNIT
EXHIBITION FACILITY	WASTE MANAGEMENT
FIRE HALL OR FACILITY	
GOVERNMENT SERVICE	
HOSPITAL	
MUSEUM	

Permitted Uses	Discretionary Uses
PARK	
PLACE OF WORSHIP	
RECREATION SERVICE, INDOOR	
RECREATION SERVICE, OUTDOOR	
TOURIST INFORMATION FACILITY	

READ a first time this 9<sup>th</sup> day of October, 2018.

PUBLIC HEARING held this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

READ a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

READ a third time and finally passed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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Joshua Knelsen  
Reeve

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Lenard Racher  
Chief Administrative Officer









**RECOMMENDED ACTION:**

Motion 1

Simple Majority       Requires 2/3       Requires Unanimous

That second reading be given to Bylaw 1120-18 being a Land Use Bylaw Amendment to rezone Plan 162 0091, Block 7, Lot 6, 7, 8 and 9 from Hamlet Residential 1B “H-R1B” to Hamlet Residential 2 “H-R2” to accommodate Dwelling – Row development.

Motion 2

Simple Majority       Requires 2/3       Requires Unanimous

That third reading be given to Bylaw 1120-18 being a Land Use Bylaw Amendment to rezone Plan 162 0091, Block 7, Lot 6, 7, 8 and 9 from Hamlet Residential 1B “H-R1B” to Hamlet Residential 2 “H-R2” to accommodate Dwelling – Row development.

**Author:** K Darling      **Reviewed by:** C Smith      **CAO** \_\_\_\_\_

**Mackenzie County**

**PUBLIC HEARING FOR LAND USE BYLAW AMENDMENT**

**BYLAW 1120-18**

**Order of Presentation**

\_\_\_\_\_ This Public Hearing will now come to order at \_\_\_\_\_.

\_\_\_\_\_ Was the Public Hearing properly advertised?

\_\_\_\_\_ Will the Development Authority \_\_\_\_\_, please outline the proposed Land Use Bylaw Amendment and present his submission.

\_\_\_\_\_ Does the Council have any questions of the proposed Land Use Bylaw Amendment?

\_\_\_\_\_ Were any submissions received in regards to the proposed Land Use Bylaw Amendment? *If yes, please read them.*

\_\_\_\_\_ Is there anyone present who would like to speak in regards of the proposed Land Use Bylaw Amendment?

\_\_\_\_\_ If YES: Does the Council have any questions of the person(s) making their presentation?

\_\_\_\_\_ This Hearing is now closed at \_\_\_\_\_.

**REMARKS/COMMENTS:**

**BYLAW NO. 1120-18**  
**BEING A BYLAW OF**  
**MACKENZIE COUNTY**  
**IN THE PROVINCE OF ALBERTA**

**TO AMEND THE**  
**MACKENZIE COUNTY LAND USE BYLAW**

**WHEREAS**, Mackenzie County has a Municipal Development Plan adopted in 2009, and

**WHEREAS**, Mackenzie County has adopted the Mackenzie County Land Use Bylaw in 2017, and

**WHEREAS**, the Council of Mackenzie County, in the Province of Alberta, has deemed it desirable to amend the Mackenzie County Land Use Bylaw to accommodate Dwelling – Row development.

**NOW THEREFORE**, THE COUNCIL OF THE MACKENZIE COUNTY, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, HEREBY ENACTS AS FOLLOWS:

1. That the land use designation of the subject parcel known as:

Plan 162 0091, Block 7, Lots 6, 7, 8 & 9

within the Hamlet of La Crete, be rezoned from Hamlet Residential 1B “H-R1B” to Hamlet Residential 2 “H-R2” as outlined in Schedule “A” hereto attached.

READ a first time this 9<sup>th</sup> day of October, 2018.

PUBLIC HEARING held this \_\_\_ day of \_\_\_\_\_, 2018

READ a second time this \_\_\_ day of \_\_\_\_\_, 2018.

READ a third time and finally passed this \_\_\_ day of \_\_\_\_\_, 2018.

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Joshua Knelsen  
Reeve

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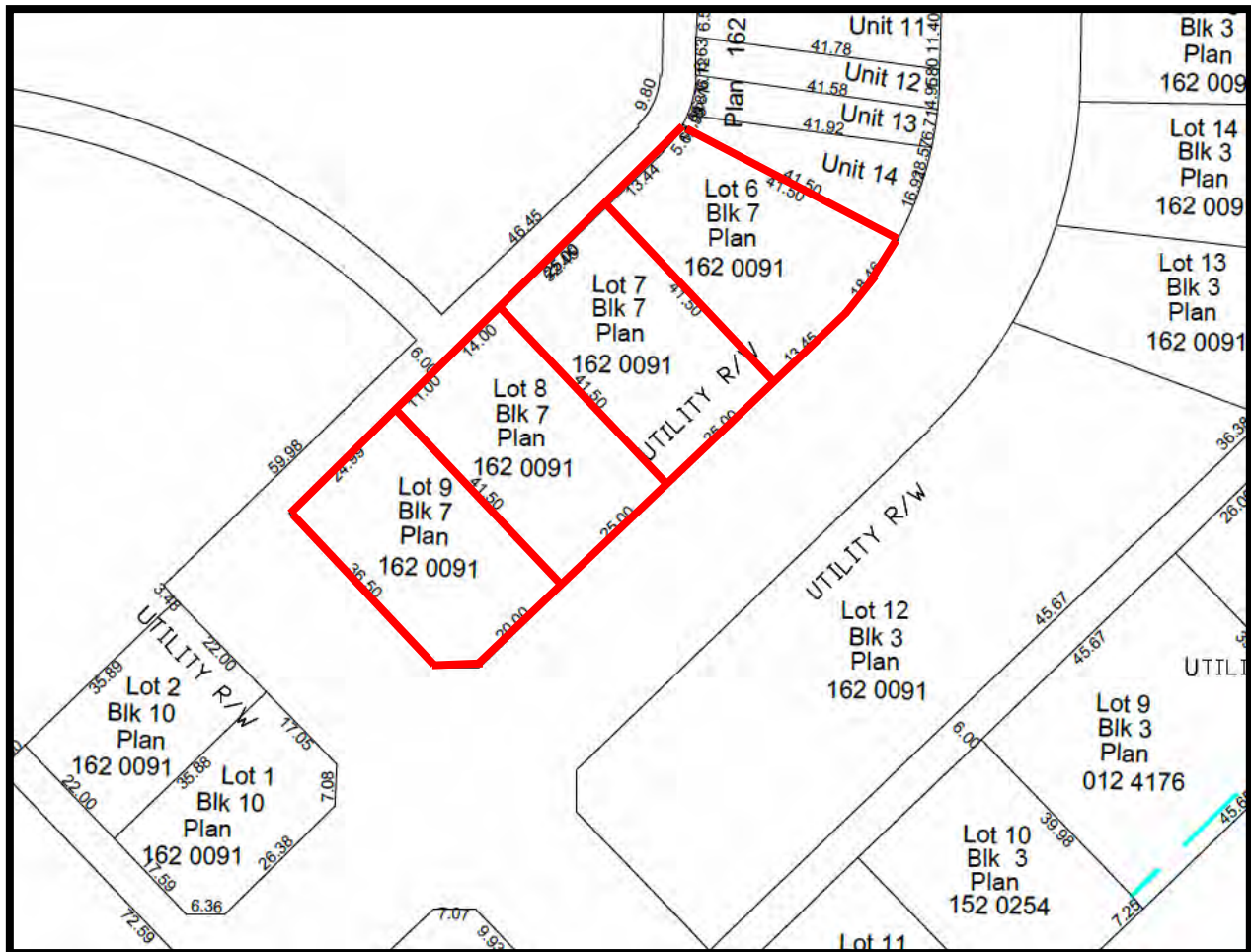
Lenard Racher  
Chief Administrative Officer

**BYLAW No. 1120-18**

**SCHEDULE "A"**

1. That the land use designation of the following property known as:

Plan 162 0091, Block 7, Lots 6, 7, 8, & 9 within the Hamlet of La Crete, be rezoned from Hamlet Residential 1B "H-R1B" to Hamlet Residential 2 "HR2"



FROM: Hamlet Residential 1B "H-R1B"

TO: Hamlet Residential 2 "H-R2"



**Mackenzie County**

# REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>November 13, 2018</b>
<b>Presented By:</b>	<b>Len Racher, Chief Administrative Officer</b>
<b>Title:</b>	<b>CAO &amp; Directors Report for October 2018</b>

**BACKGROUND / PROPOSAL:**

The CAO and Director reports for October 2018 are attached for information.

**OPTIONS & BENEFITS:**

**COSTS & SOURCE OF FUNDING:**

**SUSTAINABILITY PLAN:**

**COMMUNICATION:**

**RECOMMENDED ACTION:**

- Simple Majority       Requires 2/3       Requires Unanimous

That the CAO and Directors reports for October 2018 be received for information.

**Author:** C. Gabriel      **Reviewed by:** \_\_\_\_\_      **CAO:** \_\_\_\_\_

## Monthly Report of the Chief Administrative Officer to Council

Len Racher, Chief Administrative Officer

For the month of October 2018

### October Meetings

- 2 – Tall Cree/La Crete Pipeline Conference Call
  - Only attendees on conference call were the Reeve, Len Racher and John Fehr from Northern Lights Gas Co-op
- 4 – Managers Meeting
  - Budget Discussions
  - Action List Update
- 9 – Regular Council Meeting
- 11 – Public Works Committee Meeting
  - Budget Discussions
- 12 – Tri County Meeting – Northern Sunrise County
  - MSI Funding – Using it for Tier 3 Projects
  - IDP & ICF
  - Road from Red Earth Creek to Fort McMurray
- 15 - MC/RL Joint IDP session – Rainbow Lake
  - Negotiations
- 16 – Community Services Meeting
  - Docks on Rivers
  - Budget for Non-Profits
- 17 – ARMA/LGAA Zone 4 Meeting – Grimshaw
  - Municipal Affairs did presentation on Municipal Dispute Resolution
  - IDP & IFC
  - Asset Management
- 19 - Tompkins Crossing Committee Meeting
  - Discussed Ferry
  - Need for bridge
  - Additional Lanes on Ice Crossing
  - Increase tonnage from 63.5 to 65
- 23 – Organization Council Meeting
- 24 – Regular Council Meeting
- 25 – Finance Committee Meeting
  - Credit Card Limits
- 31 – Joint Special Projects Meeting – Red Earth Creek
  - Road from Red Earth Creek to Fort McMurray

**November  
Meetings**

- 2 – ASB Meeting
- 6 – Budget Council Meeting
- 7- Budget Council Meeting
- 7- Tri-Council Meeting – Rainbow Lake

I would like to take this opportunity to thank Council for helping me improve myself through the CAO evaluation. I will endeavor to take your advice. The Director of Finance and I are working with the other Directors to improve on the budget and narrow down what is needed verses what is wanted.

Respectfully,

Len Racher  
Chief Administrative Officer

## MONTHLY REPORT TO THE CAO

For the Month of October 2018

**From:** Fred Wiebe  
Director of Utilities

### Annual Operating Programs, Projects and Activities

Program/Activity/Project	Timeline	Comments
Water Distribution and Wastewater Collection Maintenance	Sept/18	Complete.

### Capital Projects

Projects	Timeline	Comments
FV-Frozen Water Service Repairs	Nov/18	Completed 6 repairs to date this year.
Rural Potable Water Infrastructure	Nov/18	BHP truck fill has been re-opened. FV tentatively scheduled for November 13 <sup>th</sup> re-opening.
Potable Water Supply North of the Peace River	Oct/19	Expressions of interest sent in to Investing in Canada Infrastructure grant. Still awaiting a band council resolution from Beaver FN stating their interest in partnering.
Waterline Blue Hills	Oct/19	Expressions of interest sent in to Investing in Canada Infrastructure grant. This was submitted as a part of the project above.
Diversion Licence Review	Dec/19	Proceeding as discussed at October Council Meeting.
La Crete Future Water Supply Concept	Dec/18	Project scope details need to be completed.
LC – Main Lift Station Meter	Nov/18	Equipment received and work has started.
LC Future Utility Servicing Plan	Dec/18	Helix will be delegation at future council meeting to present.
LC – Well #4	Oct/18	Sent in application for funding under the Alberta Municipal Water/Wastewater Partnership program. Awaiting approval.



LC – Sanitary Sewer Expansion	Oct/18	Received final report and currently working on off-site levy bylaw. Phase 2 design is well under way.
FV – Storage Work	May/18	Completed.
FV – Main Lift Station Grinder	May/18	Complete.
ZA – Sewage Forcemain	Oct/19	Applied under the Investing in Canada Infrastructure Program and will apply under AMWWP as per council motion.
ZA- Distribution Pump House Upgrades	Mar/19	Reviewing options and recommendations for Council as bids came in over budget.
ZA- Lift Station Upgrades	Mar/19	Reviewing options and recommendations for Council as bids came in over budget.

**Personnel Update:**

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**Other Comments:**

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Respectfully submitted,

Fred Wiebe  
 Director of Utilities  
 Mackenzie County

## MONTHLY REPORT TO THE CAO

For the Month of October 2018

**From:** David Fehr  
Director of Operations

### Annual Operating Programs, Projects and Activities

Program/Activity/Project	Timeline	Comments
Spot graveling	ongoing	Spot graveling on areas that have shown the need.
Winter Sand La Crete	Complete	Finished mixing winter sand/salt
Winter Sand Fort Vermilion	complete	Sand and salt have been delivered and have finished mixing.
88 Connector	Complete	Have patched the worst bumps on the 88 Connector

Projects	Timeline	Comments
Blue Hills New Bridge Site #1	Ongoing	Work on fixing a few deficiencies
Blue Hills New bridge Site #2	Started	Work has started on the access to the new bridge site.
BHP tower Road Ditching	Finished	Work has been completed on this project
Fort Vermilion River Bank	Started	Have approval from AEP to clean up river bank with slashing to start on October 29.
Golf Course Road	Completed	Base work has been completed on the golf course road.

### Meeting Schedule

- **October 1 – 4 - APWA conference**
- **October 9 – Council meeting**
- **October 11 - PW Committee meeting**

- **October 16 - Community Services meeting**
- **October 19 – Tompkins Crossing Committee meeting**
- **October 23 – Organizational Meeting**
- **October 24 – Council Meeting**

Respectfully,

David Fehr  
Director of Operations

## MONTHLY REPORT TO THE CAO

For the Month of October 2018

**From:** Willie Schmidt  
 Manager of Fleet Maintenance

### Annual Operating Programs, Projects and Activities

Program/Activity/Project	Timeline	Comments
Vehicle replacement.	100% complete	New: 3 director units and 2 new units, 1 of the new units was for an additional position from 2017 Fleet Maintenance Manager. Dispose:4 older units in 2018.
Oil tank with heater Project.	100% complete	Assisting Dave with this project. -setting up a stationary tank with a heater system. -Rig up older fifth wheel trailer with an insulated 800 gal deliver tank with spray bar.
Street sweeper replacement.	100% complete	New; Street sweeper / vac unit. Disposed; sold old sweeper on online Auction for \$19000.( govdeals.ca)
3 Motor Graders Cat 160 AWD from Finning	100% complete	New graders are all in-service and the replaced units were disposed on the Finning buyback program.

Projects	Timeline	Comments
Tractor and snow blower unit	95% complete	New 6175R JD tractor from Prairie Coast is getting connected to a VLB-98 snow blower for street and airport cleaning in FV.
Fv Public Works Shop.	100% complete	Our repair shop in FV is now an approved commercial inspection facility.
Winter equipment	95% complete	Equipment is prepped and ready for the winter season

Respectfully,  
 Willie Schmidt  
 Manager of Fleet Maintenance

## REPORT TO CAO

October, 2018

From: Grant Smith  
Agricultural Fieldman

### Annual Operating Programs, Projects and Activities

Program/Activity/Project	Timeline	Comments
Roadside Spraying	2018	Roadside spraying is complete, except for spot spraying on Provincial Hwys. The County signed a service agreement with AT to spot spray patches. Spot spraying is complete.
ASB Summer Tour	July 10 <sup>th</sup> -13 <sup>th</sup> .	The 2018 ASB Summer Tour was hosted by Strathcona County. Highlights of the tour were a Hutterite Colony, Delaney Vet Clinic, Seed Cleaning Plant.
Weed Inspection	2018	To date 13 Weed Notices have been issued. Most are in the Machesis Lake area. Targeted weeds are White Cockle and Canada Thistle. There is a Scentless Chamomile infested area south of Fort Vermilion that the Weed Inspector is dealing with and making progress.
Roadside Mowing	2018	Roadside Mowing commenced on July 10 <sup>th</sup> . Completion date is August 15 <sup>th</sup> . All mowing areas will be retendered in 2019.
2018 Regional ASB Conference	October 30 <sup>th</sup> , 2018	The 2018 Regional ASB Conference was hosted by Clear Hills County. Agenda items included: Farm Energy, Solar update, CAP update, Antimicrobial Prescription Drugs, PC Beef and Forage. There was one resolution, sponsored by Clear Hills County: Wildlife Predator Compensation Program Enhancement. This resolution passed.
Wolf Bounty	2018	To date there have been 360 wolf carcasses tagged. See attached.
County Agricultural Land Leases	2018	The Fidler land lease was awarded to Ernie Driedger for \$75/ac. This is a five year lease. The Fort Vermilion Lagoon hay was awarded to Martin Wiens for \$1,200 per year for three

		years.
Shelterbelt Program	2018	All counties in the Peace Region that are participating in the program have submitted estimated 2019 numbers to Woodmere Nurseries. They will be replying with availability and numbers of species.
Water Pumping Program		The County rents an Irrigation Pump and one mile of pipe. Bookings usually take place in late fall to fill dugouts. The program runs from April to November. There were a total of 20 rentals in 2018.
VSI Program	November 09, 2018	The annual VSI AGM is scheduled for November 9 <sup>th</sup> in Peace River. 16 Municipalities participate in the program.

### Capital Projects

Projects	Timeline	Comments
Fort Vermilion Erosion Repair (Rosenberger)		The contract was awarded to Frank Wiens. The project was completed August 23 <sup>rd</sup> .
Buffalo Head/Steephill Flood Control Project	2017	Phase 1 is complete, as well as the culvert installation through Rge Rd 16-2. Phase 2 is almost complete. Pipes have been installed at the outlet to Steephill Creek to prevent water erosion.

### Personnel Update:

Assistant Fieldman Landon Driedger resigned effective October 31<sup>st</sup>. This position will be advertised locally and provincially.

### Other Comments:

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**Wolf Count by Area**

WMU	Wolf Count	Trapline Number	Wolf Count	General Area	Wolf Count
528	1	251	1	West End Rd Rainbow	1
536	23	1203	6	First Wabasca River	1
535	31	1721	1	100 KM north of Rainbow	3
534	36	205	14	North of High Level	12
540	2	2923	2	40 KM West of HL	1
<b>Total</b>	93	2722	2	Machesis Lake Area	4
Male	69	1246	10	Beaver Ranch Area	7
Female	70	1796	1	Fox Lake Reserve	1
		1418	2	South Tall Creee	1
		1203	3	Meander River	5
		2419	5	Rocky Lane Area	1
		1415	1	Town Of High Level	4
		2273	8	John Dor	3
		1566	2	8 Mile Corner	1
		2309	3	Chateh	1
		2505	1	SE 14-110-15-W5	2
		2294	1	Steen River	6
		257	2	Ptarmigan Flats	1
		2915	5	Heliport Road Area	3
		2314	1	Zama	5
		572714	2	Chinchaga River	1
		2395	3	Buffalo Head Prairie	1
		2402	12	Highway 88 Connector	5
		1366	1	3-103-18-W5	2
		2292	16	NW 8-106-10-W5	2
		2807	6	Fort Vermilion Area	2
		2299	5	Atlas Landing	1
		2505	3	Steep Hill Creek	1
Total Wolves	360	241	1	Blue Hills Area	11
		773	2	N 1/2 17-109-10-W5	2
		1707	3	TWP 101-18	4
		1278	1	E 1/2 32-109-12-W5	1
		1707	1	S 1/2 2-107-12-W5	4
		1375	1	SE 6-109-10-W5	1
		1403	6	NE 1-107-13-W5	1
		<b>Total</b>	134	NW 4-106-12-W5	1
				SW 12-110-15-W5	1
				SW 33-108-16-W5	3
				25-101-18-W5	1
				3-104-14-W5	3
				33-104-18	4
				NE 28-108-14-W5	1
				NE 11-113-21-W5	1
				SW 26-104-15-W5	1
				SE 24-110-13-W5	1
				SW 10-104-17-W5	1
				NW 10-106-13-W5	1
				NE 32-109-12-W5	1
				NE 36-101-15-W5	3
				NW 33-104-17-W5	1
				NW 34-107-14-W5	1
				NW 4-105-17-W5	1
				NE 24-110-19-W5	1
				NE 4-104-14-W5	1
				SW 12-106-16-W5	1
				SW 12-108-12-W5	1
				N 1/2 2-107-12-W5	1
				<b>Total</b>	133

## Monthly Report To The CAO

For the month of October, 2018

From: Byron Peters

Deputy Chief Administrative Officer

### Strategic Priorities for Planning & Development

Program/Activity/Project	Timeline	Comments
Land Use Framework	TBA	Province has formally started pre-planning for the LPR. Latest comment suggested the process with officially start 2020.
Community Infrastructure Master Plans	Q4 2018	Received second draft of offsite levies for review. Administration currently reviewing, will need to complete a level of engagement with the development community.
Strategic Planning Session	2018	Discussion with council and management on County strategic priorities-will tie into the coming budget discussions.

### Annual Operating Programs, Projects and Activities

Program/Activity/Project	Timeline	Comments
Economic Development Strategy	Ongoing	Meetings held with agri-businesses in Winnipeg to develop relationships and facilitate investment initiatives. CARES grant completed to coordinate marketing research and strategies. ICCIP grant completed to initiate Foreign Direct Investment strategies particularly in value-added agriculture.
Streetscape	Ongoing	<b>La Crete-</b> Successfully planted 43 trees on main street this October. Nov 26 <sup>th</sup> next streetscape meeting to prioritize 2019 projects <b>Fort Vermilion-</b> waiting on railing of viewing deck to be completed. Prioritizing the big lookout deck as the next project and finding matching grant.
MGA Updates	Ongoing	Documented applicable MGA updates and implementing these changes



		through the planning department. Items include: transparency of planning documents, public participation policy, offsite levies, tax incentives, joint planning agreements with schools and many more.
Fort Vermilion Flood Risk Assessment	Q2 2019	Project start was May 3 <sup>rd</sup> . Draft report expected by the end of November.
Airport Planning	2018	Have engaged WSP to complete an assessment of our AVPA and to determine the scope of work that it needs. Additional development planning needs to be completed. Engaged with airport users regarding future development plans. Airport user policies, response plans, etc. have a completion goal of end 2019.
Inter-municipal Collaboration Frameworks and Inter-municipal Development Plans	April 2020 completion deadline	<p><b>Rainbow Lake:</b> Full councils met on October 15<sup>th</sup>. Agreement reached on most items.</p> <p><b>High Level:</b> preliminary discussions started at administrative level. Expecting a meeting in December.</p> <p><b>Northern Lights:</b> Met on July 4<sup>th</sup>, CNL will lead process. CNL has applied for the IDP exemption, we will table a matching motion in November.</p> <p><b>MD Opportunity:</b> Met in Slave Lake on September 24<sup>th</sup>. Wish to apply for the IDP exemption – will be tabled in November.</p> <p><b>Northern Sunrise:</b> Administration met on July 27<sup>th</sup>. Their desired outcome and process is to keep it simple and basic.</p> <p><b>RM Wood Buffalo:</b> they reached out to us, and we also met in Slave Lake. They expect nothing from our agreement, and are willing to lead. Arranging a meeting at RMA with both councils.</p>

**Personnel Update:**

Resignation received from our GIS Technician. One admin staff will be going on maternity leave in December.

**Other Comments:**

Natural gas supply discussions are ongoing. I have pursued a few leads at the federal level, but more conversations and follow up is needed.

Indian Cabins enforcement was reviewed and all pertaining permits were found to be in place.

Currently awaiting surveyor's recommendations/additional information to present to land owners in order to reconcile issues between the property lines of the lots north of the gravel pit in Fort Vermilion.

Protein Industries Summit provided insight into the marketing and business aspects of agri-business. Examined evidence based research and facilitated network connections.

Winnipeg meetings with Richardson Pioneer, Canadian Barley Malting Technical Centre and Parrish & Heimbecker. Phone conversations with Alberta Wheat Commission and Paterson Grain. Starting to build relationships and gained constructive knowledge to support agricultural and economic growth in our region.

Attended the Economic Developer Alberta (EDA) Minister's Dinner in Edmonton, which tied in well with the P&H meeting in Winnipeg and then on to the North America Caribou Workshop.

**MONTHLY REPORT TO THE CAO**  
 For the Month of October 2018  
 From: Don Roberts  
 Zama Operations

Program/Activity/Project	Timeline	Comments
Zama Road Maintenance Chateh Access Rd Maintenance Zama Public Works	Ongoing	<ul style="list-style-type: none"> <li>• Bridge Repair has commenced on the Chateh Rd. Public notifications went out to Zama and Rainbow Lake.</li> <li>• Zama grader operator still not back to work. Working with contract operator. May be looking at different options for the winter.</li> </ul>
OH&S	Ongoing	<ul style="list-style-type: none"> <li>• Continue Monthly Safety Meetings.</li> <li>• Changes to the JH&amp;SC may have to change to keep in line with new legislation. Submitted letter requesting variance.</li> <li>• Will be attending OH&amp;S seminar in December and return with information. Will be giving Council an update at a COW meeting.</li> </ul>
Fire Smart	Ongoing	<ul style="list-style-type: none"> <li>• New FRIAA grant applications 2018-2019 was submitted. Request:               <ul style="list-style-type: none"> <li>○ Hutch Lake – \$152,800</li> <li>○ Zama - \$148,720</li> </ul> </li> <li>• FRIAA projects have been short listed and administration will be submitting detailed project information to the granting body.</li> <li>• Community FireSmart BBQ was held in Zama with a small attendance of 20 people. Good information was passed on.</li> </ul>
Zama Airstrip	Ongoing	<ul style="list-style-type: none"> <li>• Contacted parties interested in leasing the Zama Airstrip. Meeting some time during the week of 5<sup>th</sup> – 9<sup>th</sup> November to discuss proposal.</li> </ul>
Zama Fire Department	12 <sup>th</sup> – 16 <sup>th</sup> Nov	<ul style="list-style-type: none"> <li>• Zama Fire Chief has asked for an early election to be held for Fire Chief – Deputy</li> </ul>

**Capital Projects**

2019 Budget		<ul style="list-style-type: none"><li>• 2019 Capital projects are under development</li><li>• 1<sup>st</sup> draft Operational Budget due Oct 15th</li></ul>
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**Attended Update:**

Attended the following:

- Council/Managers Meetings
- Community Services
- OH&S Meetings
- Meeting with AEMA field officer

**Other Comments:**

- Zama Equipment Operator has been hired.

## MONTHLY REPORT TO THE CAO

### For the Month of October 2018

From: ` **Doug Munn**  
**Director of Community Services**

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#### **Meetings Attended in August & September 2018**

Oct. 5           Manager Meeting  
Oct. 9           Council Meeting  
Oct 10 & 11   DRP Representatives set up FV Application Centre  
Oct 15           Forestry Annual Smoke Season Meeting  
Oct 16           Community Services Committee Meeting  
Oct. 23 & 24   Council Meeting  
Oct 25-28      Alberta Parks and Recreation Association Conference, Jasper

#### **Fort Vermilion and La Crete Fire Department for October, 2018**

##### Fire Calls

10    Fire Calls  
13    MCR calls (Medical)  
5     Motor Vehicle Collisions  
1     Smoke

##### La Crete Fire Department Report

- Held a successful open house in La Crete that included a live fire/smoke demonstration
- Started our annual CPR recertification
- Almost done with live fire training prop at the training grounds, including ground work, (ie gravel, dirt work ect.)
- In house pump op training

##### **General**

- Budget Preparation – Staff were busy in October with 2019 budget preparation

##### **Peace Officer – October 2018**

We have made the application to the Solicitor General to appoint Robb Hartlen as Peace Officer and they have confirmed that we have provided all of the required documents, however there is one qualification that has expired. We expect that this qualification can be renewed in mid November and that our application will be approved upon receipt.

##### **Bylaw Enforcement – October 2018**

- The Bylaw Officer has been on leave during most of the month of October.

### **Health and Safety**

- Normal Operations

### **Waste**

- Normal Operations
- The attendant for Blue Hills resigned on November 5, effective December 31, 2018. We will be advertizing a RFP for this work.

### **Parks and Recreation**

At the last Council meeting administration was asked about the accuracy of the statistics for park use. Attached to this report is the detailed information that we received from the Wadlin Lake Caretaker, which was used to prepare the report. This information will support that the original report was accurate.

### **Emergency Operations**

- Work on two of the homes in Buttertown is nearing completion. Both homes are currently waiting for kitchen cabinet orders to be delivered. Both have hot water and heat. It is expected that they will be habitable within a week or two.
- Residents are working with DRP to settle their claims.

### **Building Maintenance**

- The Salt Shed in Fort Vermilion had an incident (sand and blocks tumbled through the north wall) however it happened after hours and there were no injuries. We are making a claim through insurance.
- FV parks shed construction- completed
- Install gates at Hutch Lake playground walking trail to discourage motorized vehicles from entering the walking trail.
- Assist with 2 house repairs in Buttertown as part of the disaster recovery program
- Install yard lights at Blumenort Waste Transfer Station
- Winterize solar systems at Wadlin Lake
- Construct parking lot for personal vehicles at the FV Public Works Shop Yard including Fence modification and installation of electrical plugins to plug in personal vehicles during the wintertime
- Multiple repairs in Zama, door knobs, electrical outlets etc.

### **Metis Community Consultations**

On November 2, 2018 I attended the Proposed Metis Consultation Session in Grande Prairie sponsored by the Government of Alberta. Attached is a sheet that summarizes this session.

**Wadlin Lake Campground Data 2017**

<u>Date</u>	Caretaker Registered Campers	Overnight Stalls	Day Use	Total Users	<u>Date</u>	<u>Mackenzie County Residence</u>	<u>AB</u>	<u>BC</u>	<u>NWT</u>	<u>SK</u>	<u>OTHER</u>	<u>US</u>
Prior to May 11			4	4	Prior to May 11	4						
May 11-17			2	2	May 11-17	2						
May 18-24	164	40	95	299	May 18-24	177	81					
May 25-31	192	28	168	360	May 25-31	289	47					
June 1-7	1573	333	693	2266	June 1-7	2103	75					
June 8-14	574	92	405	979	June 8-14	986	76					
June 15-21	578	127	456	1034	June 15-21	1005	27				2	
June 22-28	652	197	653	1305	June 22-28	1170	134					
June 29-July 5	1305	321	533	1838	June 29-July 5	1618	122					4
July 6-12	2231	361	627	2858	July 6-12	2137	94				2	
July 13-19	2332	322	522	2854	July 13-19	2324	8					
July 20-26	907	194	628	1535	July 20-26	828	65	6	8			
July 27-Aug 2	1121	242	303	1424	July 27-Aug 2	1114					4	3
Aug 3-9	238	124		238	Aug 3-9	382						
Aug 10-16	280	183		280	Aug 10-16	122						
Aug 17-23	178	104		178	Aug 17-23	236						
Aug 24-30	247	107	2392	2639	Aug 24-30	153						
Aug 31-Sept 6	198	97		198	Aug 31-Sept 6							
Sept 9-30	60	33	347	407	Sept 7-13	347						
	12830	2905	7828	20698		14997	729	6	8	0	8	7

\*\*\* to here residency includes dasy use!!

<b>Total Funds 2017</b>	<b>Total users 2017</b>	<b>20698</b>
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# Proposed Métis Consultation Policy Discussion Guide

Request for input from project proponents

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## Proposed Métis Consultation Policy

The intent of the proposed Métis Consultation Policy is to:

- Provide consistency in decision-making regarding which Métis organizations to consult;
- Provide clarity to Métis organizations, natural resource development proponents, municipalities, the Alberta Energy Regulator, and Government of Alberta ministries with regulatory and consultation functions regarding consultation with Métis; and
- Provide a consultation process that meets the Honour of the Crown with Métis.

### Consultation

Consultation is a process to understand and consider the potential adverse impacts of anticipated Crown decisions on land and natural resource management with a view to substantially address them.

The consultation process for Métis will align with the processes for existing consultation policies with First Nations and Metis Settlements.

Negotiation of impact benefit agreements, employment contracts, or other financial agreements will not be part of the scope of the Métis Consultation Policy.

## Standards for Métis Consultation

A primary issue to be resolved in the Métis Consultation Policy is whom to consult. With the exception of the Metis Settlements, Métis do not have a defined land base or legislated governance structures. While case law has provided some guidance regarding Métis communities and who may represent them for the purposes of consultation, no Métis communities have yet been recognized by the courts in Alberta as possessing aboriginal rights. Government therefore will make policy decisions of whom to consult under the Métis Consultation Policy.

Consultation will not be required with all Métis organizations that are in Alberta. Alberta has developed and will apply set criteria, called Standards for Métis Consultation, to determine whom to consult. The criteria are informed in part by case law that exists to date. For a Métis organization to be consulted under the Métis Consultation Policy, it must first provide information to Alberta to satisfy each element of the Standards. Once the Policy is implemented and the Standards have been met by a Métis organization, that

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Please submit written submissions to: [mcpdevelopment@gov.ab.ca](mailto:mcpdevelopment@gov.ab.ca) until Nov. 9, 2018.



organization will be considered for consultation under the Métis Consultation Policy.

The Standards are approved in principle and are expected to be fully approved by government later this year. Alberta will not make decisions based on the Standards until there is full government approval. The Standards have four elements:

- The Historic Métis Community;
- The Contemporary Métis Community;
- Scope of Activities that Métis Community Members Practice on the Landscape; and,
- Representation and Authorization of the Members in the Contemporary Métis Community.



IR is not seeking input on these Standards, but wishes to be transparent on how Alberta intends to make decisions on whom to consult. IR has heard that project proponents are seeking clarity on whom to consult and who is authorized to speak for a given community. The Standards are intended to support clear decision-making so that Alberta can provide that clarity.

## Regional Approach to Métis Consultation

IR has been engaging with Métis on the development of the MCP for some time. Through discussions with the Métis Nation of Alberta, the concept of a regional approach to consultation is being explored and considered.

IR has heard that consulting with additional Indigenous communities will mean more work for industry and municipalities. A regional approach could mean that proponents would consult with a single point of contact per region. Over time, it is possible that five or so organizations may meet the Standards for Métis Consultation under this regional approach concept.

IR is working with the MNA to discuss how consultation could operate at a regional scale, and

to ensure that consultation is aligned with the procedural aspects of the existing First Nations and Metis Settlement Policies.

## Guiding Questions for Discussion and Input

The following questions are intended to prompt ideas for written submissions and engagement discussion. It is not necessary to limit written submissions to the scope of the questions posed in this document.

What is your perspective regarding the concept of a **regional approach** to Métis Consultation? How might this approach **impact** your work, positively or negatively?



**What do you need** for Alberta to include or address in the Métis Consultation Policy? If you could have the need you identified addressed, **what would that give you?**

What are your **concerns, issues** regarding a Métis Consultation Policy?

What are your **priorities, expectations** regarding a Métis Consultation Policy?

Are you **supportive** of a Métis Consultation Policy? **Why** or **why not?**

Under what **conditions** might you support a Métis Consultation Policy?

**What else** would you like Alberta to understand and consider, regarding a Métis Consultation Policy?

## Anticipated Timelines

Deadline for written submissions:  
November 9, 2018.



Anticipated Government decision on the Métis Consultation Policy and Standards for Métis Consultation: late 2018.

If approved, anticipated implementation of the Métis Consultation Policy: mid-2019.

Please submit written submissions to: [mcpdevelopment@gov.ab.ca](mailto:mcpdevelopment@gov.ab.ca) until Nov. 9, 2018.

## REPORT TO THE CAO

For the Month of October, 2018

From: Carol Gabriel  
Director of Legislative & Support Services

### Meetings Attended

- 2018-10-03 Local Assessment Review Board Hearings
- 2018-10-05 Managers Meeting
- 2018-10-09 Council Meeting
- 2018-10-17 Attended the ARMA/LGAA Zone meeting in Grimshaw with Len.
- 2018-10-18 Attended the Alberta Municipal Clerks Fall Workshop in Nisku which included a session on Policy Drafting (presented by Shores Jardine LLP).
- 2018-10-19 Attended the Lobby Government Effectively course offered by MacEwan University. Participants learned about successful influence strategies, understanding how governments make decisions, key messaging, effective communication, the importance of building relationships first, knowing key persons of influence, sending the right people to the right place with the right information, and much more! If you are not lobbying then you are not in the game. The Alberta Lobbyist Registry [www.albertalobbyistregistry.ca](http://www.albertalobbyistregistry.ca) lists the multitude of lobbying activity in the Province (of which 119 are registered on behalf of municipalities) that are actively working on accessing the same dollars we are. The course would be of great benefit to offer in-house to Council and senior managers in the New Year.
- 2018-10-23 Organizational Council Meeting
- 2018-10-24 Council Meeting
- 2018-10-31 Attended the Joint Special Projects Meeting in Red Earth.
- Various other individual or departmental meetings.

### Council

- Preparing for various meetings of Council, correspondence, etc.
- Follow-up with Ministries regarding meeting requests during the RMA Fall Convention. Working on the ministerial briefings.
- Assisted the Consultant in the preparation of the CAO Evaluation and the Council Self-Evaluation.

### Bylaws/Policies/Reports/Publications:

- Procedural Bylaw – reviewed at the Organizational Meeting and the amended bylaw is being presented for final passage at the November 13, 2018 Council meeting.
- Drug & Alcohol Policy – draft policy was reviewed by Council. Once policy has been amended with the changes discussed by Council it will be forwarded to the Union for review and comment prior to approval.

**Human Resources:**

- Continuing to work on developing a formal procedure for a modified work program for review by the management team and the Health & Safety Committee. A modified work program has been in place, however no formal written procedure exists. Policy and procedure will be reviewed by the Management Team prior to presenting to Council.
- Working on AUPE negotiations file.
- Working on driver training to comply with the National Safety Codes.
- Currently recruiting for the following positions:
  - GIS Technician (La Crete)
  - Administrative Assistant – Term Position (La Crete)
  - Heavy Duty Mechanic (Fort Vermilion)
  - Equipment Operator I – Temporary Position (Fort Vermilion)

**Assessment Appeals:**

- Three appeals were heard by the Local Assessment Review Board on October 3, 2018. Decisions have been released to the affected parties.

**Finance:**

- Working on department budget development for 2019.

**Events:**

- The 10<sup>th</sup> annual Mackenzie Regional Charity Golf Tournament held on June 20, 2018. The financial reconciliation has been completed and proceeds will be issued to the Northwest Health Foundation at their Festival of Trees Finale and the Heart & Stroke Foundation has been mailed.
- Discussion will be required at the Tri-Council Meeting regarding the 2019 charity tournament. Tri-Council meeting was cancelled for November 7<sup>th</sup> therefore a Committee meeting will be called to select the date. However, the Tri-Council will need to discuss the charities to be supported.
- Starting the planning for the annual County Christmas Banquet & Long Service Awards scheduled for December 14<sup>th</sup> in Fort Vermilion. The following Long Service Awards will be presented:
  - 5 Years - 8 Employees
  - 10 Years - 4 Employees
  - 15 Years – 1 Employee
  - 20 Years – 1 Employee

**Other:**

- Weekly advertisements to the newspaper.
- Ongoing updates to the County's Social Media including the website, Facebook, etc.
- Ongoing form review and updating.
- Preparing for various meetings.
- Travel and meeting coordination.
- Prepared baskets for silent auctions for various events.
- Assisting other departments as required.

## MONTHLY REPORT TO THE CAO

Month: October, 2018

From: Chelsea Doi, Municipal Intern

### Meetings/Events

LARB Hearing	2018-10-03
Managers Meeting	2018-10-05
Organizational Council Meeting	2018-10-23
Intern Executive Week	2018-10-30
<i>Topics of interest included a presentation on writings grants, crucial conversations, municipal assessment and taxation, financial reporting, and the Intern Alumni Event</i>	2018-10-31
	2018-11-01
	2018-11-02

### Training/Courses

Local Government Course for NACLAA Level I Certificate	Start Date
<i>Currently learning about the roles of councillors and the working relationship between council and administration; structures of governance</i>	2018-09-10

### Projects/Tasks

- Working under the Community Services Department Nov 5<sup>th</sup>-16<sup>th</sup>
- Drafting correspondence letters
- Creating and updating lobbying documents for the upcoming RMA Fall Convention
- Creating an internship presentation for Executive Week
- Inputting budget numbers into the working spreadsheet
- Working under the Finance Department Oct 15<sup>th</sup>-19<sup>th</sup>
- Researching and drafting an RFD regarding the disposal of dead animals



Mackenzie County

# REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>November 13, 2018</b>
<b>Presented By:</b>	<b>Grant Smith, Agricultural Fieldman</b>
<b>Title:</b>	<b>Disposal of Dead Animals</b>

## **BACKGROUND / PROPOSAL:**

There have been recent reports and complaints regarding the prohibited disposal of dead animals on public property, including dead end roads, as well as other people’s properties. These types of actions are illegal and punishable by law as per section 22 of the *Disposal of Dead Animals Regulation*, stating:

A person who is guilty of an offence under section 21

- (a) for a first offence to a fine of not more than \$15 000 and, in the case of a continuing offence, to a further fine of not more than \$1000 for each day or part of a day during which the offence continues after the first day, and
- (b) for a 2nd or subsequent offence,
  - (i) to a fine of not more than \$30 000 and, in the case of a continuing offence, to a further fine or not more than \$2000 for each day or part of a day during which the offence continues after the first day, or
  - (ii) to imprisonment for a term not exceeding one year,
 or to both fines and imprisonment.

Some municipalities combat these issues by issuing letters to all producers in their respective regions, contacting the provincial brand inspector, setting up trail cameras, etc.

On October 9, 2018, Council requested options for the disposal of dead animals. As per the *Environmental Protection and Enhancement Act* (EPEA), it is required that individuals dispose of waste at a waste management facility, or that waste is in a container to be taken to a waste management facility. “Waste” is defined by the EPEA to include the whole or a part of an animal carcass. As per the *Disposal of Dead Animals Regulation* and the *Alberta Transfer Station Technical Guidance Manual*, Dead Animals and Animal Parts may not be accepted at transfer stations.

**Author:** C Doi      **Reviewed by:** G. Smith      **CAO:** \_\_\_\_\_

The *Disposal of Dead Animals Regulation* states that a dead animal may be disposed of via the following:

- 1) A Class I or Class II landfill as defined in the *Waste Control Regulation* (AR 192/96);
- 2) Buried in a farm burial pit in accordance with the applicable provisions as outlined in this Act;
- 3) Burning in accordance with the applicable provisions in the *Environmental Protection and Enhancement Act*;
- 4) Composting in a Class I compost facility as defined in the *Waste Control Regulation* (AR 192/96);
- 5) Composting in a farm open compost pile in accordance with the applicable provisions as outlined in this Act;
- 6) By feeding it or allowing another person to feed it to an animal in accordance with the applicable provisions as outlined in this Act;
- 7) Rendering at a rendering plant operated under a permit issued under the *Health of Animals Act* (Canada);
- 8) "Natural disposal," meaning disposing of the dead animal in a manner that allows for scavenging; or
- 9) In a manner that has been approved by the Minister.

Please note that natural disposal, as documented in section 14 of the *Disposal of Dead Animals Regulation*, is permitted if

- (a) the animal is not known or suspected to have had an infectious or contagious disease or a disease that is notifiable under the Act or reportable under the Act or the *Health of Animals Act* (Canada),
- (b) the dead animal was not euthanized with drugs or other chemical substances,
- (c) the total weight of the animals being disposed of at one site does not exceed 1000 kg,
- (d) there is a distance of at least 500 m between disposal sites, and
- (e) the dead animal is disposed of at a disposal site that
  - (i) is on property that is owned or leased by the owner of the dead animal and at least 100 m from the boundary of land owned or leased by a person other than the owner of the dead animal, unless the owner or leaseholder of the land has consented in writing to the disposal site being located closer to the boundary,
  - (ii) is at least 500 m from any well or other domestic water intake, stream, creek, pond, spring, river irrigation canal, dugout or other water source and the high-water mark of any lake,
  - (iii) is at least 25 m from the edge of any coulee or embankment,
  - (iv) is at least 400 m from any livestock facility, including a pasture, situated on land owned or leased by a person other than the owner of the dead animal,
  - (v) is at least 400 m from any residence,
  - (vi) is at least 400 m from any road, and
  - (vii) is at least 400 m from any
    - (A) park or recreation area as those terms are defined in the *Provincial*

**Author:** C Doi **Reviewed by:** G. Smith **CAO:** \_\_\_\_\_

- Parks Act,*
- (B) wilderness area, ecological reserve, natural area or heritage rangeland as those terms are defined in the *Wilderness Areas, Ecological Reserves, Natural Areas and Heritage Rangelands Act,* or
  - (C) any other land intended for recreational use by the public.

**OPTIONS & BENEFITS:**

N/A

**COSTS & SOURCE OF FUNDING:**

N/A

**SUSTAINABILITY PLAN:**

N/A

**COMMUNICATION:**

N/A

**RECOMMENDED ACTION:**

Simple Majority       Requires 2/3       Requires Unanimous

That the options regarding disposal of dead animals be received for information.

Author: C Doi      Reviewed by: G. Smith      CAO: \_\_\_\_\_







**Mackenzie County**

# REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>November 13, 2018</b>
<b>Presented By:</b>	<b>Doug Munn, Director of Community Services</b>
<b>Title:</b>	<b>La Crete Residential Waste Pickup Contract – Request for Proposals</b>

**BACKGROUND / PROPOSAL:**

On December 31, 2018 the La Crete Residential Waste Haul Contract with D & E Venture expires.

This contract originally expired on December 31, 2014. On December 8, 2014 Council made two motions, one to extend the contract for one year as requested by the contractor, the other to offer the contractor an additional three-year contract at the same rate. Which the contractor accepted.

**MOTION 14-12-871**

**MOVED** by Councillor Braun

*That a one-year extension be approved for the D & E Ventures contract for the La Crete residential waste collection, with an expiry date of December 31, 2015.*

**CARRIED**

**MOTION 14-12-872**

**MOVED** by Councillor Braun

*That D & E Ventures be offered a three-year contract for the La Crete residential waste collection at the same rate starting January 1, 2016.*

**CARRIED**

Once again the contractor has offered to stay at the current rate should the County wish to offer a 3-year extension to the contract.

**Author:**  L. Lambert      **Reviewed by:** \_\_\_\_\_      **CAO:** \_\_\_\_\_

**OPTIONS & BENEFITS:**

**Option 1:**

Continue with the services currently in place.

That a 27-month extension be approved for the D & E Ventures contract for the La Crete residential waste collection, with an expiry date of March 31, 2021.

*(Administration would like to change the expiry date to March 31, 2021 as October/November is a very busy time of the year with yearend items)*

**Benefit/Disadvantage:**

The ratepayers are happy with the service, and the rate is reasonable. Retendering the contract may change these circumstances.

**Option 2:**

That administration be directed to proceed with the La Crete Residential Waste Pick-up Request for Proposals.

**Benefit/Disadvantage:**

Provided the opportunity to make any necessary amendments to the contract and it could result in a lower rate, however, it could also go higher.

It is recommended that Council review the attached La Crete Residential Waste Pickup Request for Proposals; provide direction to modify the contract as per Council's wishes and direct administration to begin the process of receiving proposals for the La Crete Residential Waste Pickup Service.

Attached is a DRAFT REQUEST PROPOSAL FOR LA CRETE RESIDENTIAL WASTE PICKUP for Council's review.

NOTE\* This RFP includes an option for delivery of the Residential Waste directly to the Regional Land Fill rather than to the La Crete Waste Transfer Station.

It is intended that the following schedule would be followed to award the contract prior to December 31, 2018:

November 13, 2018 -	Council approves/modifies RFP
November 14, 2018 -	Waste Hauling RFP is available for distribution Ad is placed in the following weeks paper
December 11, 2018 -	Proposal Opening at Council Meeting

**Author:** L. Lambert **Reviewed by:** \_\_\_\_\_ **CAO:** \_\_\_\_\_

December 11, 2018 - Administration reviews proposals and prepares recommendation for Council.  
December 11, 2018 - Council awards contract to proponent.

**COSTS & SOURCE OF FUNDING:**

Funds are available in the operating budget for these costs.

**SUSTAINABILITY PLAN:**

**COMMUNICATION:**

Administration will communicate with D & E Ventures council's decision,

Or

La Crete Residential Waste Pickup Contract RFP will be advertised as follows:

- ECHO Pioneer on November 21 and 28, 2017
- Social media from November 14 to December 7, 2018

Pending Councils decision

**RECOMMENDED ACTION:**

Simple Majority       Requires 2/3       Requires Unanimous

That the contract with D & E Ventures for the La Crete residential waste collection be extended for a further 27 month period, at the same rate, with an expiry date of March 31, 2021.

Author: L. Lambert      Reviewed by: \_\_\_\_\_      CAO: \_\_\_\_\_





# Request for Proposals

Collection of La Crete  
Residential Waste

Closing Date: December 10,  
2018

**MACKENZIE COUNTY**



**REQUEST FOR PROPOSALS (“RFP”) WITH RESPECT TO THE:  
COLLECTION OF LA CRETE RESIDENTIAL WASTE  
COLLECTION, DISPOSAL AND OTHER WORK  
INSTRUCTIONS TO PROPONENTS**

**1.0 INTRODUCTION**

**1.1 Purpose of RFP**

1.1.1 **Mackenzie County** seeks proposals from interested parties for the following:

**Collection/Disposal of La Crete Residential Waste**

The Proponent is responsible to identify how you plan to meet the requirements specified in this RFP.

1.1.2 **Mackenzie County (the “County”)** is the sole and legal owner.

1.1.3 If the County receives a proposal acceptable to it, the County will select one proponent who submitted a proposal with whom the County, in its sole and unfettered discretion, may negotiate the terms of a contract.

**1.2 Submission of RFP**

1.2.1 Proponents shall submit their Proposal in an sealed envelope marked “Request for Proposal for **“La Crete Residential Waste Pickup”** (the “Proposals”) on or before 4:30 p.m. (Mountain Standard Time) on December 10, 2018 (the “RFP Closing Time”) to:

**Mackenzie County  
Attention: Doug Munn, Director of Community Services  
4511-46 Avenue  
Fort Vermilion, AB T0H 1N0**

No faxed or electronically submitted Proposals will be accepted by the County.

1.2.2 Proposals will be opened following the RFP Closing Time. No Proposal(s) submitted after the RFP Closing Time will be accepted.

1.2.3 Each Proponent may submit more than one proposal.

1.2.4 Any inquiries respecting this RFP should be directed to:

Liane Lambert  
Public Works Officer  
llambert@mackenziecounty.com  
(780) 927-3718

- 1.2.5 It is the proponent's responsibility to ensure proposals are delivered to the Fort Vermilion office prior to the deadline date.
- 1.2.6 Each Proponent shall designate a person to whom any additional information may be obtained. The name and contact information is to be communicated to the County's designated contact person indicated in paragraph 1.2.4 above noted.
- 1.2.7 The County is under no obligation to respond to any inquiry submitted to it in respect of this RFP.
- 1.2.8 If the County, in its sole and unfettered discretion, determines that a written response to an inquiry is warranted, a written response will be prepared and distributed to all Proponents who have requested a copy of this RFP and completed the acknowledgment form. Such written response(s) will be issued in the form of an addendum to this RFP, and will be deemed to be part of this RFP.
- 1.2.9 No inquiry submitted to the County will be responded to after **December 6, 2018**.

### **1.3 General Conditions Applicable to this RFP**

#### **1.3.1 Appendices and Addenda**

The appendices to this RFP and any subsequent addenda are incorporated into and form part of this RFP. The information and data contained in any appendices and any subsequent addenda may form the basis upon which a contract engagement will be entered into the Contract will be entered with the County.

#### **1.3.2 Disclaimer of Liability and Indemnity**

By submitting a Proposal, a Proponent agrees:

- 1.3.2.1 to be responsible for conducting its own due diligence on data and information upon which its Proposal is based;
- 1.3.2.2 that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;
- 1.3.2.3 that it has gathered all information necessary to perform all of its obligations under its Proposal;
- 1.3.2.4 that it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;
- 1.3.2.5 to hold harmless the County, its elected officials, officers, employees, agents, advisors or partnering entities in this undertaking, and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process;

- 1.3.2.6 that it shall not be entitled to claim against the County, its elected officials, officers, employees, insurers, agents, advisors, and partnering entities in this undertaking on grounds that any information, whether obtained from the County or otherwise (including information made available by its elected officials, officers, employees, agents or advisors), regardless of the manner or form in which the information is provided is incorrect or insufficient;
- 1.3.2.7 that the County will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of, or arising out of, preparing, submitting, or disseminating a Proposal, or for any presentations or interviews related to the Proposal, or due to the County's acceptance or non-acceptance of a Proposal; and
- 1.3.2.8 to waive any right to contest in any proceeding, case, action or application, the right of the County to negotiate with any Proponent for the Contract whom the County deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the County and acknowledges that the County may negotiate and contract with any Proponent it desires.

### **1.3.3 No Tender and no Contractual Relationship**

The Proponent acknowledges and agrees that this procurement process is a Request for Proposal and is not a tendering process. It is part of an overall procurement process intended to enable the County to identify a potential successful Proponent. The submission of a Proposal does not constitute a legally binding agreement between the County and any Proponent. For greater certainty, by submission of its Proposal, the Proponent acknowledges and agrees that there will be no initiation of contractual obligations or the creation of contractual obligations as between the County and the Proponent arising from this RFP or the submission of a Proposal.

Further, the Proponent acknowledges that a Proposal may be rescinded by a Proponent at any time prior to the execution of the Contract.

### **1.4 Discretion of the County**

Notwithstanding any other provision of this RFP to the contrary, the provisions in this Section 1.4 prevail, govern and override all other parts of this RFP. The County is not bound to accept any Proposal. At any time prior to execution of the Contract, the County may, in its sole and unfettered discretion, or for its own convenience, terminate the procurement process. All of this may be done with no compensation to the Proponents or any other party.

The County reserves the right, in its sole and unfettered discretion, to:



- 1.4.1 utilize any ideas or information contained in any of the Proposals for its sole use and benefit without making payment or otherwise providing consideration or compensation to any Proponent or any other party;
- 1.4.2 negotiate the specific contractual terms and conditions, including but not limited to the fee or;
- 1.4.3 waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;
- 1.4.4 receive, consider, and/or accept any Proposal, regardless of whether or not it complies (either in a material or non-material manner) with the submission requirements or is the lowest priced proposal, or not accept any Proposal, all without giving reasons;
- 1.4.5 determine whether any Proposal meets the submission requirements of this RFP; and
- 1.4.6 negotiate with any Proponent regardless of whether or not that Proponent is the Proponent that has received the highest evaluation score, and
- 1.4.7 negotiate with any and all Proponents, regardless of whether or not the Proponent has a Proposal that does not fully comply, either in a material or non-material way with the submission requirements for the RFP or any requirements contained within this RFP.

## **1.5 Selection**

Selection of the successful Proponent, if any, is at the sole and unfettered discretion of the County.

## **1.6 Disqualification**

The failure to comply with any aspect of this RFP (either in a material way or otherwise), shall render the Proponent subject to such actions as may be determined by the County, including disqualification from the RFP process, suspension from the RFP process and/or imposition of conditions which must be complied with before the Proponent will have its privilege of submitting a Proposal reinstated.

## **1.7 Representations and Warranties**

- 1.7.1 The County makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFP.
- 1.7.2 Proponents are hereby required to satisfy themselves as the accuracy and/or completeness of the information provided in this RFP.
- 1.7.3 No implied obligation of any kind by, or on behalf of, the County shall arise from anything contained in this RFP, and the express representations and warranties contained in this RFP, and made by the County, are and shall be the only representations and warranties that apply.

- 1.7.4 Information referenced in this RFP, or otherwise made available by the County or any of its elected officials, officers, employees, agents or advisors as part of the procurement process, is provided for the convenience of the Proponent only and none of the County, its elected officials, officers, employees, agents and advisors warrant the accuracy or completeness of this information. The Proponent is required to immediately bring forth to the County any conflict or error that it may find in the RFP. All other data is provided for informational purposes only.

## 2.0 DESCRIPTION OF THE WORK TO BE PERFORMED

Please refer to Schedule "A".

## 3.0 PROPOSAL REQUIREMENTS

The County reserves the right, but is not required, to reject any Proposal that does not include the requirements.

### 3.1 Description of the Proposal

- 3.1.1 Proposals shall include the legal name, address and telephone numbers of the individual, the principals of partnerships and/or corporations comprising the Proponent, and in the case of partnerships or corporations, the individual who will be the representative of the partnership or corporation.
- 3.1.2 Proponents require a Mackenzie County business license
- 3.1.3 Proposals shall include a list of previous work of a similar nature.
- 3.1.4 Prices for the Waste Hauling Service shall be inserted by the Proponent in the form attached hereto as **Schedule "B"** and the form shall be submitted by the Proponent at the time of the submission of its Proposal.
- 3.1.5 show the basic Price per site, the Total price for the year based on the approximate amount provided by Mackenzie County (in case of discrepancy, the Unit Price per Bin will take precedence) for both Option 1 and Option 2.

### 3.2 Execution of the Proposal

Proposals shall be properly executed in full compliance with the following:

- 3.2.1 Proposals and the pricing form attached as **Schedule "B"**, must be signed by the representative for the Proponent;
- 3.2.2 if the Proposal is made by a corporation, the full name of the corporation shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal shall be affixed;

- 3.2.3 if the Proposal is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Proposal shall be signed by a partner or partners who have authority to sign for the partnership;
- 3.2.4 if the Proposal is made by an individual carrying on business under a name other than his own, his business name together with the individual's name shall be printed immediately above its signature; and
- 3.2.5 if the Proposal is made by a sole proprietor who carries on business in his own name, the proprietor shall print his name immediately below his signature.

#### **4.0 MANDATORY SUBMISSION REQUIREMENTS**

**Documents to be submitted with the Proposal in the two separate envelopes that are provided.**

At the time of the submission of its Proposal, the Proponent shall provide the following:

Envelope # 1 must contain the following:

- 4.1.1 Proponent to provide detailed experience with similar projects, including number of years in business, customer base, etc...
- 4.1.2 List of Proponent's waste hauling equipment proposed to complete this service, and plan for back up equipment.
- 4.1.3 Proof of Proponent's Workers Compensation account in good standing at the time of Proposal submission.
- 4.1.4 Comprehension Insurance
- 4.1.5 Proof of Proponent's COR/SECOR.
- 4.1.6 Mackenzie County Business License

Envelope # 2 must contain the following:

- 4.1.7 Completed Schedule "A" Pricing Form

#### **4.2 Insurance to be carried by Successful Proponent**

At the time of the submission of its Proposal, the Proponent shall provide evidence of insurance coverage as follows:

- 4.2.1 standard automobile, bodily injury and property damage insurance providing coverage of at least **TWO MILLION (\$2,000,000.00) DOLLARS** inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property;

- 4.2.2 a comprehensive general liability insurance policy providing coverage of at least **TWO MILLION (\$2,000,000.00) DOLLARS** inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
- non-owned automobiles;
  - independent subcontractors;
  - contractual liability including this Agreement.
- 4.2.3 Proponent's Compensation coverage for all employees, if any, engaged by the Work in accordance with the laws of the Province of Alberta;
- 4.2.4 Employer's liability insurance respecting employees, if any, of the Proponent with limits of liability of not less than **TWO MILLION (\$2,000,000.00) DOLLARS** per employee for each accident, accidental injury or death of an employee or any subcontractor engaged by the Proponent; and
- 4.2.5 such other insurance as the County may from time to time reasonably require.
- 4.2.6 The Proponent shall cause all insurance coverage maintained by the Proponent in accordance with this RFP, except for errors and omissions coverage (if required), to name the County and any other party designated by the County as an additional insured and to contain a severability of interests or cross liability clause. The Proponent shall cause all insurance coverage to provide that no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days' written notice of such cancellation to the County. The Proponent shall, upon the request of the County, furnish written documentation, satisfactory to the County, evidencing the required insurance coverage. The cost of all of the insurance required to be held by the Proponent as set forth herein shall be borne by the Proponent.
- 4.2.7 Two (2) copies of the proposal shall be submitted to Mackenzie County.

## **5.0 EVALUATION**

- 5.1 After the RFP Closing Time, the County will review and evaluate all the Proposals received based upon the information supplied by the Proponents in accordance with the submission requirements of this RFP.
- 5.1.1 In evaluating the Proposals received, the County will consider all of the criteria listed below in Section 5.2, and the County will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed below. By submitting a Proposal, the Proponent acknowledges and agrees that the County has, and is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.
- 5.1.2 Local proponent (operating within Mackenzie County Region) SHALL receive additional 20 point

5.1.3 By submitting a Proposal, each Proponent acknowledges and agrees that it waives any right to contest in any legal proceedings the decision of the County to award points in respect of the criteria noted below (the "Evaluation Criteria"). Proposals will be evaluated based on the following criteria:

Evaluation Criteria <i>(Weight x Score = Total Points)</i>	Weight	Score
<b>Local Contractor</b>	20%	
<b>Supplier/Experience</b>	10%	
<b>Suitability of Equipment</b>	10%	
<b>Proposal Cost</b>	60%	
<b>TOTAL</b>	<b>100%</b>	

5.1.4 The County may select a Proponent with the highest, or not necessarily the highest, Points with whom to negotiate the contract. Points will be assigned for each criteria based on the information provided in the proponent's submission. Scoring will be consistently applied by the County's evaluation team through the use of the specified scoring system noted below.

Points will be awarded on a scale of 0 to 10 as noted below: For Criterion 1 & 2

Score	Description
0-2	UNACCEPTABLE: does not satisfy the requirements of the criterion in any way
3	VERY POOR: address some requirements but only minimally
4	POOR: addresses most of the requirements of the criterion but is lacking in critical areas
5	MARGINAL: barely meets most of the requirements of the criterion to a minimum acceptable level
6	SATISFACTORY: average capabilities and performance, and meets most of the requirements of the criterion
7	ABOVE AVERAGE: fully meets all of the requirements of the criterion
8	SUPERIOR: exceeds the requirements of the criterion
9-10	EXCEPTIONAL: feature is clearly exceptional to the requirements of the criterion

- 5.1.5 The County also reserves the right to accept conditions to be offered by and/or negotiated with the successful Proponent which are not specifically contained in this RFP. Such options and/or alternatives shall be included in the Proposal review process as part of the evaluation.
- 5.1.6 At all times, the County reserves the right to seek written clarification regarding a Proposal from a Proponent. Such clarification shall be deemed an amendment to such Proponent's Proposal.

## 6.0 OTHER

### 6.1 Period Open for Consideration

The Proposals received shall remain irrevocable for a period of sixty (60) days following the RFP Closing Date in order to allow for the County to undertake the evaluation of the Proposals received and to undertake the negotiations as provided for herein.

### 6.2 Information Disclosure and Confidentiality

All documents submitted to the County will be subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act* ("FOIP"). FOIP allows persons a right of access to records in the County's custody or control. It also prohibits the County from disclosing the Proponent's personal or business information where disclosure would be harmful to the Proponent's business interests or would be an unreasonable invasion of personal privacy as defined in sections 16 and 17 of FOIP. Proponents are encouraged to identify what portions of their Proposals are confidential and what harm could reasonably be expected from its disclosure. However, the County cannot assure Proponents that any portion of the Proposals can be kept confidential under FOIP.

### 6.3 Independent Determination

A Proposal will not be considered by the County if it was not arrived at independently without collusion, consultation, communication or agreement as to any matter, such as prices, with any other Proponent.

### 6.4 Documents

All documents submitted by a Proponent shall become the property of the County upon being presented, submitted, or forwarded to the County. Should any documents be submitted electronically, notwithstanding the prohibition on same contained elsewhere in this RFP, then their content and the media they are contained in shall also become the property of the County upon their being presented, submitted or forwarded to the County.

### 6.5 Agreement on Internal Trade and New West Partnership Trade Agreement

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

**6.6 Other Conditions**

The Proponent is fully responsible for obtaining all information required for the preparation of its Proposal. The County is not responsible for undertaking any investigations to assist the Proponent.

**6.7 Law and Forum of Proposal**

The law to be applied in respect of this RFP shall be the law of the Province of Alberta and all civil actions commenced in relation to this RFP shall be adjudicated by the Courts of the Province of Alberta. By submitting a Proposal, the Proponent is deemed to have agreed to attorn to the jurisdiction of the Courts of the Province of Alberta.

**Schedule "A"**

**LA CRETE RESIDENTIAL WASTE  
PICKUP**

**PROJECT OVERVIEW**

**AND**

**DESCRIPTION OF WORK**



## **Mackenzie County – La Crete Residential Waste Pick-up**

### **7.0 Project Overview**

Mackenzie County is seeking proposals from contractors for hauling and disposing the waste receptacles from the Hamlet of La Crete residential road side pickup every Wednesday of the week.

If the County receives an acceptable proposal(s), the successful proponent will be expected to sign a Contract with Mackenzie County that will allow the proponent to begin work January 2, 2019.

### **8.0 Description of Work**

#### **8.1 Pricing**

##### **8.1.1 Option A**

The work detailed herein deals specifically with the collection and hauling of domestic waste from residences and selected sites inside the La Crete Hamlet boundary to the La Crete Waste Transfer Station, situated inside the La Crete Hamlet boundary.

The domestic residential waste shall be deposited into specific 40 cubic yard waste bins.

or

##### **8.1.2 Option B**

The work detailed herein deals specifically with the collection and hauling of domestic waste from residences and selected sites inside the La Crete Hamlet boundary and hauled to the Mackenzie Regional Land Fill Situated west of the Town of High Level. Price does not include tonnage payed at the Regional Land Fill, this will be paid by the County.

### **8.2 Equipment**

Truck(s) utilized to perform the work described herein shall have a valid Alberta vehicle registration and a current commercial vehicle inspection certificate. Single axle, double axle trucks, or trailer units are acceptable for the collection of waste, but Mackenzie County reserves the right to disallow the use of any vehicle which at their discretion is deemed to be unsafe to the general public or poses a risk to the La Crete Waste Transfer Station.

At no time shall the county be affected by the failure of equipment from the Contractor, If the Contractor cannot meet the schedule for collection of La Crete residential waste due to equipment failure, Mackenzie County may hire an independent contractor to ensure waste removal is carried out. All costs incurred shall be charged back to the original contractor.

The Contractor shall maintain the truck to the minimum standard as established by the commercial vehicle inspection certificate at all times for the term of the

Contract. If in the opinion of Mackenzie County any truck that is not in satisfactory mechanical condition shall be removed from services until the necessary repairs have been made. Mackenzie County will inspect all equipment that is proposed to be used to complete the contract prior to the contract beginning.

The Contractor shall provide the necessary communications equipment for each vehicle that they can reach the operators of the vehicles at any time and any location.

### **8.3 Operators Requirements**

The Contractor shall provide skilled, licensed, and capable operators familiar with highway traffic movements, local road traffic movements, and the laws governing vehicular traffic.

### **8.4 Emergency Response**

The Contractor shall develop an emergency response plan to cover the collection of La Crete residential waste. The plan shall detail the action on site and the agencies to be contacted if dangerous goods or hazards waste has been incorporated in with the domestic waste.

### **8.5 Waste Transfer Stations**

Mackenzie County shall ensure that the transfer sites are accessible at all times, and to ensure that specific 40 yard bins are available to the Contractor on the specific collection days. (Option A only)

Mackenzie County shall provide the Contractor with the names of contact persons and telephone numbers where information on the waste transfer stations and select sites will be available.

The Contractor shall be responsible for the removal of all waste that becomes scattered in and around the transfer stations and along the haul routes during the loading, unloading and hauling of the waste.

The Contractor shall be responsible for the maintenance and replacement of any property of Mackenzie County which is damaged during the execution of the work described herein.

The Contractor shall notify Mackenzie County immediately if the residential waste receptacles contain the following:

1. Used oil
2. Hazardous Waste
3. Liquid Waste
4. Any Sludge

5. Untreated Pathological Waste
6. Explosives
7. Dead Animals
8. Animal and Agricultural Waste
9. Dangerous Goods
10. Burning Refuse or Hot Ashes
11. Any other wastes that may be designated as not acceptable by Mackenzie County

Under no circumstances shall the Contractor undertake the haul of this waste.

#### **8.6 Other Work**

The Contractor shall haul no other waste or refuse other than the quantities collected during the collection of La Crete Residential Waste unless:

- (1) Permission is granted in writing by Mackenzie County to undertake such work.
- (2) The company or individual the work is being undertaken for is identified.
- (3) An estimate on the quantity and frequency of the work is identified.

The Contractor shall be responsible to ensure that all waste conforms to that which is accepted at the waste transfer station.

#### **8.7 Contract Quantities**

The quantities given of monthly pickups are estimated quantities based on information from current Mackenzie County census and utilities data.

The Contractor shall provide to Mackenzie County monthly, records of all actual quantities of residences receiving collection.

#### **8.8 Scavenging**

The Contractor or his employees shall not engage in the scavenging of waste materials at any of the waste transfer stations or from any collection site or residence.

#### **8.9 Payment**

Payment shall be based on the basic Contract Unit Price per residential site/per month

Payments in accordance with the Contract shall constitute full compensation for work completed. Including furnishing of all equipment, labor, tools, machinery and work incidental thereto as well as any expenses incurred due to any cause whatsoever except as otherwise provided herein.

Mackenzie County will make payments on a monthly basis upon receipt of an

invoice, complete with collection records from the Contractor.

### **8.10 Request for Contract Price Adjustment**

At times events outside of reasonable control combine to inflate costs in the economy such as significant increases in fuel costs or landfill tipping fees and etc. In the event that the Contractor experiences such inflation and it significantly increases the costs of his operations as he attempts to fulfill the terms of this contract, Mackenzie County will consider an adjustment to the Contract Price on request from the Contractor.

The Contractor must submit a written request for adjustment to his contract unit price to the Chief Administrative Officer or designate. The written request must outline the nature of the adjustment, the reason for the adjustment, the percentage increase in operational costs, and the adjustment amount requested. Mackenzie County will take the request into consideration and, if in agreement, may authorize, by written order, equitable adjustments be made to the Contract Price.

**At no time is the Mackenzie County obligated in any way whatsoever to grant the Contractors request for a Contract Price adjustment.**

### **8.11 County Responsibility (Option A Only)**

Mackenzie County is responsible to ensure that the waste transfer stations are capable of accepting waste, having available bin space to permit the acceptance of waste during the dates that Mackenzie County has stipulated as pick collection dates.

### **8.12 Penalty Clause**

If in the opinion of Mackenzie County the Contractor is in default of services, Mackenzie County reserves the right to administer a fine in the amount of one thousand dollars (\$1,000.00) per occurrence in accordance with General Condition 5.12 or terminate the contract pursuant to General Condition 5.13.

### **8.12 Contract Term**

The Term of the Contract shall be for 27 months commencing on the 1st day January, **2019** and ending on the **31** day of **March, 2021**.

### **8.13 Contract Extension**

In accordance with General Condition 5.15, the Contract **may** be extended by two, one-year periods at the **discretion of Mackenzie County**.

### **8.14 Other**

The Contractor will at all times understand and comply with the Hamlet Residential Waste Collection By-law.

## **8.5 Regulatory Requirements**

Contractor shall comply with all laws, ordinances, rules, regulations, order, codes and other legally enforceable requirements applicable to the Contractor and the performance of the Contract.

Contractor shall comply with the Occupational Health and Safety Act and regulations issued pursuant thereto.

### **Occupational Health and Safety Act**

The Contractor shall familiarize himself, his staff and his subcontractors with the terms of the Occupational Health and Safety Act and Regulations thereunder to ensure complete understanding respecting the responsibilities given and compliance required. The Contractor acknowledges that he is a “Principal Contractor, Employer and/or Worker” as defined in the Occupational Health and Safety Act, and that he shall, as a condition of the Contract, comply with the Occupational Health and Safety Act and the regulations thereunder.

Copies of current legislation can be obtained from the following:

Publication Services Government of Alberta 11510 Kingsway Avenue Edmonton, Alberta T5G 2Y5	or	Queen’s Printer Bookstore Main Floor, McDougall Centre 455 - 6th Street S.W. Calgary, Alberta T2P 4E8
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Or at [www.qp.gov.ab.ca](http://www.qp.gov.ab.ca)

If Alberta Occupational Health and Safety conducts a worksite inspection which results in “orders” being issued to the Contractor, the Contractor shall immediately supply copies of these orders to Mackenzie County.

## **8.6 Road Bans/Weight Restrictions**

For weight restrictions or road bans placed on any road or access to any of the waste transfer stations identified herein, the Contractor shall be responsible for obtaining all approvals and/or special haul permits. All costs associated with approvals and/or haul permits shall be borne by the Contractor. Any costs associated with compliance with this section are to be at the contractor’s expense.

## **8.10 Mackenzie County’s Right to Terminate**

Should the Contractor be pronounced bankrupt, or becomes insolvent,

Mackenzie County may, without prejudice to any other right or remedy he may have, terminate the Contract.

If the Contractor fails to comply with the requirements of the Contract, Mackenzie County may notify the Contractor in writing that he is in default of his contractual obligations and instruct him to correct the default within 15 days immediately following the receipt of such notice. If the Contractor fails to correct the default in the time specified in the notice, Mackenzie County may, without prejudice to any other right or remedy he may have, terminate the Contract by providing the Contractor with written notice to that effect, specifying the exact date when the termination occurred.

If Mackenzie County terminates the Contract the Contractor shall be entitled to be paid for all services rendered in accordance with the Contract Documents up to date of termination.

### **8.11 Modification of Contract Work**

Mackenzie County, without invalidating the Contract, may at any time modify the services being rendered under the Contract, consisting of additions, deletions or alterations. If required on account of such changes ordered by Mackenzie County, equitable adjustments shall be made to the Contract Price. Such changes shall be authorized by written order from the Director of Community Services or designate.

**Schedule “B”**

**Collection Of  
La Crete  
Residential Waste  
BIDDING FORM**

**COLLECTION OF LA CRETE RESIDENTIAL WASTE PICKUP  
REQUEST FOR PROPOSAL**

**Schedule 'B' Unit Prices**

(must fill out both options, County is not obligated to either option)

**Option 1 (unloading at La Crete Waste Transfer Station)**

Collection Of La Crete Residential Waste "Schedule "A"	
Contract Fee per site/per month	_____
Contract Fee TOTAL PROPOSAL	_____
	Based on 961 sites per month

**or**

**Option 2 (Delivering to Mackenzie Regional Landfill)**

Collection Of La Crete Residential Waste "Schedule "A"	
Contract Fee per site/per month	_____
Contract Fee TOTAL PROPOSAL	_____
	Based on 961 sites per month



## Declarations:

We, \_\_\_\_\_  
(Company)

of \_\_\_\_\_  
(Business Address)

having examined the RFP Documents as issued by: Mackenzie County (the "County"), and having visited the site(s) of where the Work is required to be undertaken; hereby offer to enter into a Contract to perform the Work required by the RFP Documents for the RFP Sum as follows:

And, we have attached and placed in the provide envelope the Mandatory Requirements as follows:

- 4.1.1 detailed experience
- 4.1.2 List of Proponent's waste hauling equipment
- 4.1.3 Completed Schedule "B" Pricing Form
- 4.1.4 Copy of Workers Compensation.
- 4.1.5 Letter from Insurance Company
- 4.1.6 Proof of Proponent's COR/SECOR.
- 4.1.7 Mackenzie County Business License

Signatures:

Signed, sealed and submitted for and on behalf of:

Company: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street Address or Postal Box Number)

\_\_\_\_\_  
(City, Province & Postal Code)

(Apply SEAL above)

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_  
(Please Print or Type)

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Designated Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_





**Mackenzie County**

# REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>November 13, 2018</b>
<b>Presented By:</b>	<b>Doug Munn, Director of Community Services</b>
<b>Title:</b>	<b>Bluehills Waste Transfer Station Caretaker Contract – Request for Proposals</b>

**BACKGROUND / PROPOSAL:**

The County owns and operates a solid waste transfer station at Bluehills. The operation of the transfer station is done jointly as the day to day duties are done by a contract caretaker operator and the heavy equipment needs are completed by our public works department.

In May 2018 the current caretaker had been offered a one-year extension to expire on April 30, 2019, however he has declined and recently notified administration that he will be officially resigning on December 31, 2018.

Therefore, Mackenzie County needs to retender caretaking of the Bluehills Waste Transfer Station site.

**OPTIONS & BENEFITS:**

Attached is a DRAFT REQUEST PROPOSAL FOR BLUEHILLS WASTE TRANSFER STATION CARETAKER for Council's review.

It is intended that the following schedule would be followed to award the contract prior to December 31, 2018:

- November 13, 2018 - Council approves/modifies RFP
- November 14, 2018 - Waste Hauling RFP is available for distribution Ad is placed in the following weeks paper
- December 11, 2018 - Proposal Opening at Council Meeting
- December 11, 2018 - Administration reviews proposals and prepares recommendation for Council.
- December 11, 2018 - Council awards contract to proponent.

**Author:** L. Lambert      **Reviewed by:** \_\_\_\_\_      **CAO:** \_\_\_\_\_

**COSTS & SOURCE OF FUNDING:**

Funds are available in the operating budget for these costs.

**SUSTAINABILITY PLAN:**

N/A

**COMMUNICATION:**

La Crete Residential Waste Pickup Contract RFP will be advertised as follows:

- ECHO Pioneer on November 21 and 28, 2017
- Social media from November 14 to December 7, 2018

**RECOMMENDED ACTION:**

Simple Majority       Requires 2/3       Requires Unanimous

That the Bluehills Waste Transfer Station Caretaker contract be approved and that administration proceed with advertising the Request for Proposals with a closing date of December 10, 2018.

Author: L. Lambert      Reviewed by: \_\_\_\_\_      CAO: \_\_\_\_\_



# Request for Proposals

Bluehills Waste Transfer  
Station Caretakers Contract

Closing date: December 10, 2018

**MACKENZIE COUNTY**



**REQUEST FOR PROPOSALS (“RFP”) WITH RESPECT TO THE:  
CARETAKING OF MACKENZIE COUNTY CAMPGROUND  
INSTRUCTIONS TO PROPONENTS**

**1.0 INTRODUCTION**

**1.1 Purpose of RFP**

- 1.1.1 **Mackenzie County** seeks proposals from interested parties for the following:

**CARETAKING OF BLUEHILLS WASTE TRANSFER STATION**

Proposals are to include a list of options. It is the Proponent’s responsibility to identify how you plan to meet the requirements specified in this RFP.

- 1.1.2 **Mackenzie County (the “County”)** is the sole and legal lease holder.
- 1.1.3 If the County receives a proposal acceptable to it, the County will select one (1) or more parties who submitted a proposal (the “Proponents”) with whom the County, in its sole and unfettered discretion, may negotiate the terms of a contract.

**1.2 Submission of RFP**

- 1.2.1 Proponents shall submit their Proposal in a sealed envelope marked **“Caretaking – Bluehills Waste Transfer Station”** on or before 4:30 p.m. (Mountain Standard Time) on December 10th, 2018 (the “RFP Closing Time”) to:

**Mackenzie County  
Attention: Doug Munn, Director of Community Services  
4511-46 Avenue  
Fort Vermilion, AB T0H 1N0**

No faxed or electronically submitted Proposals will be accepted by the County.

- 1.2.2 Proposals will be opened following the RFP Closing Time. No Proposal(s) submitted after the RFP Closing Time will be accepted.
- 1.2.3 Each Proponent shall not submit more than one proposal per campground.
- 1.2.4 The proponent may submit one proposal for each campground, and if only one campground desired, identify preferred campground within the proposal.
- 1.2.5 Any inquiries respecting this RFP should be directed to:

Liane Lambert  
 Public Works Officer  
[llambert@mackenziecounty.com](mailto:llambert@mackenziecounty.com)  
 (780) 927-3718

- 1.2.6 Each Proponent shall designate a person to whom any additional information may be obtained. The name and contact information is to be communicated to the County's designated contact person indicated in paragraph 1.2.4 above noted.
- 1.2.7 The County is under no obligation to respond to any inquiry submitted to it in respect of this RFP.
- 1.2.8 If the County, in its sole and unfettered discretion, determines that a written response to an inquiry is warranted, a written response will be prepared and distributed to all Proponents who have requested a copy of this RFP and completed the acknowledgment form. Such written response(s) will be issued in the form of an addendum to this RFP, and will be deemed to be part of this RFP.
- 1.2.9 No inquiry submitted to the County will be responded to after 4:00 p.m. **December 6, 2018.**

### **1.3 General Conditions Applicable to this RFP**

#### **1.3.1 Appendices and Addenda**

The appendices to this RFP and any subsequent addenda are incorporated into and form part of this RFP. The information and data contained in any appendices and any subsequent addenda may form the basis upon which a contract engagement will be entered into the Contract will be entered with the County. A sample contract is included in **Schedule "E"**.

#### **1.3.2 Disclaimer of Liability and Indemnity**

By submitting a Proposal, a Proponent agrees:

- 1.3.2.1 to be responsible for conducting its own due diligence on data and information upon which its Proposal is based;
- 1.3.2.2 that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;
- 1.3.2.3 that it has gathered all information necessary to perform all of its obligations under its Proposal;
- 1.3.2.4 that it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;

- 1.3.2.5 to hold harmless the County, its elected officials, officers, employees, agents, advisors or partnering entities in this undertaking, and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process;
- 1.3.2.6 that it shall not be entitled to claim against the County, its elected officials, officers, employees, insurers, agents, advisors, and partnering entities in this undertaking on grounds that any information, whether obtained from the County or otherwise (including information made available by its elected officials, officers, employees, agents or advisors), regardless of the manner or form in which the information is provided is incorrect or insufficient;
- 1.3.2.7 that the County will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of, or arising out of, preparing, submitting, or disseminating a Proposal, or for any presentations or interviews related to the Proposal, or due to the County's acceptance or non-acceptance of a Proposal; and
- 1.3.2.8 to waive any right to contest in any proceeding, case, action or application, the right of the County to negotiate with any Proponent for the Contract whom the County deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the County and acknowledges that the County may negotiate and contract with any Proponent it desires.

### 1.3.3 **No Tender and no Contractual Relationship**

The Proponent acknowledges and agrees that this procurement process is a Request for Proposal and is not a tendering process. It is part of an overall procurement process intended to enable the County to identify a potential successful Proponent. The submission of a Proposal does not constitute a legally binding agreement between the County and any Proponent. For greater certainty, by submission of its Proposal, the Proponent acknowledges and agrees that there will be no initiation of contractual obligations or the creation of contractual obligations as between the County and the Proponent arising from this RFP or the submission of a Proposal.

Further, the Proponent acknowledges that a Proposal may be rescinded by a Proponent at any time prior to the execution of the Contract.

## 1.4 **Discretion of the County**

Notwithstanding any other provision of this RFP to the contrary, the provisions in this Section 1.4 prevail, govern and override all other parts of this RFP. The County is not bound to accept any Proposal. At any time prior to execution of the Contract, the County may, in its sole and unfettered discretion, or for its own



convenience, terminate the procurement process. All of this may be done with no compensation to the Proponents or any other party.

The County reserves the right, in its sole and unfettered discretion, to:

- 1.4.1 utilize any ideas or information contained in any of the Proposals for its sole use and benefit without making payment or otherwise providing consideration or compensation to any Proponent or any other party;
- 1.4.2 negotiate the specific contractual terms and conditions, including but not limited to the fee or;
- 1.4.3 waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;
- 1.4.4 receive, consider, and/or accept any Proposal, regardless of whether or not it complies (either in a material or non-material manner) with the submission requirements or is the lowest priced proposal, or not accept any Proposal, all without giving reasons;
- 1.4.5 determine whether any Proposal meets the submission requirements of this RFP; and
- 1.4.6 negotiate with any Proponent regardless of whether or not that Proponent is the Proponent that has received the highest evaluation score, and
- 1.4.7 negotiate with any and all Proponents, regardless of whether or not the Proponent has a Proposal that does not fully comply, either in a material or non-material way with the submission requirements for the RFP or any requirements contained within this RFP.

## **1.5 Selection**

Selection of the successful Proponent, if any, is at the sole and unfettered discretion of the County.

## **1.6 Disqualification**

The failure to comply with any aspect of this RFP (either in a material way or otherwise), shall render the Proponent subject to such actions as may be determined by the County, including disqualification from the RFP process, suspension from the RFP process and/or imposition of conditions which must be complied with before the Proponent will have its privilege of submitting a Proposal reinstated.

## **1.7 Representations and Warranties**

- 1.7.1 The County makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFP.
- 1.7.2 Proponents are hereby required to satisfy themselves as the accuracy and/or completeness of the information provided in this RFP.

- 1.7.3 No implied obligation of any kind by, or on behalf of, the County shall arise from anything contained in this RFP, and the express representations and warranties contained in this RFP, and made by the County, are and shall be the only representations and warranties that apply.
- 1.7.4 Information referenced in this RFP, or otherwise made available by the County or any of its elected officials, officers, employees, agents or advisors as part of the procurement process, is provided for the convenience of the Proponent only and none of the County, its elected officials, officers, employees, agents and advisors warrant the accuracy or completeness of this information. The Proponent is required to immediately bring forth to the County any conflict or error that it may find in the RFP. All other data is provided for informational purposes only.

## 2.0 PROJECT OVERVIEW & DESCRIPTION OF WORK

Please refer to Schedule “A”.

## 3.0 PROPOSAL REQUIREMENTS

The County reserves the right, but is not required, to reject any Proposal that does not include the requirements.

### 3.1 Description of the Proposal

- 3.1.1 Proposals shall include the legal name, address and telephone numbers of the individual, the principals of partnerships and/or corporations comprising the Proponent, and in the case of partnerships or corporations, the individual who will be the representative of the partnership or corporation.
- 3.1.2 Proposals shall include a description of any subcontractors, agents or employees that the Proponent expects to involve in the performance of the work. Mackenzie County reserves the discretion to approve or reject the proposed use, by the selected Proponent of any proposed subcontract which discretion shall be exercised reasonably.
- 3.1.3 Proposals shall include a description of the contractors who will be performing the work including their previous experience and qualifications.
- 3.1.4 Proposals shall include a list of previous work of a similar nature by the proponent.
- 3.1.5 Prices for the Campground Caretaking services shall be inserted by the Proponent in the form attached hereto as **Schedule “D”** and the form shall be submitted by the Proponent at the time of the submission of its Proposal.

### 3.2 Execution of the Proposal

Proposals shall be properly executed in full compliance with the following:

- 3.2.1 proposals and the pricing form attached as **Schedule “D”**, must be signed by the representative for the Proponent;
- 3.2.2 if the Proposal is made by a corporation, the full name of the corporation shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal shall be affixed;
- 3.2.3 if the Proposal is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Proposal shall be signed by a partner or partners who have authority to sign for the partnership;
- 3.2.4 if the Proposal is made by an individual carrying on business under a name other than his own, his business name together with the individual's name shall be printed immediately above its signature; and
- 3.2.5 if the Proposal is made by a sole proprietor who carries on business in his own name, the proprietor shall print his name immediately below his signature.

### 4.0 MANDATORY SUBMISSION REQUIREMENTS

**Documents to be submitted with the Proposal in the two separate envelopes that are provided.**

At the time of the submission of its Proposal, the Proponent shall provide the following.

**Envelope # 1 must contain the following:**

- 4.1.1 Comprehension Insurance
- 4.1.2 List of Experience or related experience

**Envelope # 2 must contain the following:**

- 4.1.3 Schedule “B” – Pricing Form

### 4.2 Insurance to be carried by Successful Proponent

The County requires that the Caretaker have Comprehensive and Commercial General Liability insurance at a minimum of \$2,000,000 (2 Million Dollars) per occurrence.

- 4.2.1 such other insurance as the County may from time to time reasonably require.

The Proponent shall cause all insurance coverage maintained by the Proponent in accordance with this RFP, except for errors and omissions coverage (if required), to name the County and any other party designated by the County as

an additional insured and to contain a severability of interests or cross liability clause. The Proponent shall cause all insurance coverage to provide that no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days' written notice of such cancellation to the County. The Proponent shall, upon the request of the County, furnish written documentation, satisfactory to the County, evidencing the required insurance coverage. The cost of all of the insurance required to be held by the Proponent as set forth herein shall be borne by the Proponent.

## 5 EVALUATION

- 5.1 After the RFP Closing Time, the County will review and evaluate all the Proposals received based upon the information supplied by the Proponents in accordance with the submission requirements of this RFP.
- 5.2 In evaluating the Proposals received, the County will consider all of the criteria listed below in Section 5.2, and the County will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed below. By submitting a Proposal, the Proponent acknowledges and agrees that the County has, and is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.
- 5.3 By submitting a Proposal, each Proponent acknowledges and agrees that it waives any right to contest in any legal proceedings the decision of the County to award points in respect of the criteria noted below (the "Evaluation Criteria"). Proposals will be evaluated based on the following criteria:

Evaluation Criteria	Weight	Score
<b>Experience</b>	30%	
<b>Proposal Cost</b>	70%	
<b>TOTAL</b>	<b>100%</b>	

The County may select a Proponent with the highest, or not necessarily the highest, Points with whom to negotiate the contract. Points will be assigned for each criteria based on the information provided in the proponent's submission. Scoring will be consistently applied by the County's evaluation team through the use of the specified scoring system noted below.

Points will be awarded on a scale of 0 to 10 as noted below:

Score	Description
0-2	UNACCEPTABLE: does not satisfy the requirements of the criterion in any way
3	VERY POOR: address some requirements but only minimally
4	POOR: addresses most of the requirements of the criterion but is lacking in critical areas
5	MARGINAL: barely meets most of the requirements of the criterion to a minimum acceptable level
6	SATISFACTORY: average capabilities and performance, and meets most of the requirements of the criterion
7	ABOVE AVERAGE: fully meets all of the requirements of the criterion
8	SUPERIOR: exceeds the requirements of the criterion
9-10	EXCEPTIONAL: feature is clearly exceptional to the requirements of the criterion

- 5.4 The County also reserves the right to accept conditions to be offered by and/or negotiated with the successful Proponent which are not specifically contained in this RFP. Such options and/or alternatives shall be included in the Proposal review process as part of the evaluation.
- 5.5 At all times, the County reserves the right to seek written clarification regarding a Proposal from a Proponent. Such clarification shall be deemed an amendment to such Proponent's Proposal.

## 6 OTHER

### 6.1 Period Open for Consideration

The Proposals received shall remain irrevocable for a period of sixty (60) days following the RFP Closing Date in order to allow for the County to undertake the evaluation of the Proposals received and to undertake the negotiations as provided for herein.

### 6.2 Information Disclosure and Confidentiality

All documents submitted to the County will be subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act* ("FOIP"). FOIP allows persons a right of access to records in the County's custody or control. It also prohibits the County from disclosing the Proponent's personal or business information where disclosure would be harmful to the Proponent's business interests or would be an unreasonable invasion of personal privacy as defined in sections 16 and 17 of FOIP. Proponents are encouraged to identify what portions of their Proposals are confidential and what harm could reasonably be expected from its disclosure. However, the County cannot assure

Proponents that any portion of the Proposals can be kept confidential under FOIP.

### 6.3 **Independent Determination**

A Proposal will not be considered by the County if it was not arrived at independently without collusion, consultation, communication or agreement as to any matter, such as prices, with any other Proponent.

### 6.4 **Documents**

All documents submitted by a Proponent shall become the property of the County upon being presented, submitted, or forwarded to the County. Should any documents be submitted electronically, notwithstanding the prohibition on same contained elsewhere in this RFP, then their content and the media they are contained in shall also become the property of the County upon their being presented, submitted or forwarded to the County.

### 6.5 **Agreement on Internal Trade and New West Partnership Trade Agreement**

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

### 6.6 **Other Conditions**

The Proponent is fully responsible for obtaining all information required for the preparation of its Proposal. The County is not responsible for undertaking any investigations to assist the Proponent.

### 6.7 **Law and Forum of Proposal**

The law to be applied in respect of this RFP shall be the law of the Province of Alberta and all civil actions commenced in relation to this RFP shall be adjudicated by the Courts of the Province of Alberta. By submitting a Proposal, the Proponent is deemed to have agreed to attorn to the jurisdiction of the Courts of the Province of Alberta.

**Schedule “A”**

**CARETAKING OF BLUEHILLS WASTE  
TRANSFER STATION**

**PROJECT OVERVIEW  
&  
DESCRIPTION OF WORK**

**Schedule “A”**

**Bluehill Waste Transfer Station Caretaker**

**1. Overview**

Mackenzie County has several Waste transfer station sites within the County. These sites are open on set days and are manned by a caretaker during these times.

The Bluehills site is located 450 meters south of Highway 697 on Range Road 172.

**2. Purpose of the Campground Caretaker**

Mackenzie County is requesting proposals for the contract position of a waste transfer station caretaker to maintain, provide security and oversee the waste transfer station at Bluehills during open hours as per the description of work.

**3. Description of Work**

- a. Waste Transfer Station caretaking services:

Bluehills  
NW 11-104-17-W5M

- b. The procedures for operating the waste transfer stations are outlined in the Waste Transfer Station Operations Manual (for each site).
- c. The Caretaker shall not sublet any work without the written consent of the Director of Community Services and Operational.
- d. Any hiring of heavy equipment for maintenance, snowplowing, grading, or transfer station cleanup, will be at the expense of the County. The Caretaker will be responsible for coordination with such work.
- e. Location and Hours of Work:

Bluehills	Tuesday	9:00am to 1:00 pm
NW 11-104-17-W5M	Saturday	10:00pm to 6:00 pm

The transfer stations have an Operations Manual dealing with any requirements specific to a particular transfer station.



#### 4. General Conditions

##### a) Occupational Health and Safety

- i. The Caretaker shall familiarize himself and his staff (if any) with the terms of the Occupational Health and Safety Act, Regulations and Code, to ensure complete understanding and total compliance. The Caretaker acknowledges that he is an “employer” as defined in the Occupational Health and Safety Act, and that he will, as a condition of the agreement, comply with The Occupational Health and Safety Act, Regulations and Code.

##### b) CANUTEC – Emergency Response Guide

- i. The Caretaker shall familiarize himself and his staff (if any) with the CANUTEC – Emergency Response Guide. This guide will be provided by the County to the Caretaker.

##### c) Indemnity

- i. The Caretaker shall indemnify and hold harmless the County, its employees and agents, from any and all claims, demands, actions and costs whatsoever that may arise, directly and indirectly, out of any act of omission of the Caretaker, his employees or agents in the performance of this agreement.
- ii. Such indemnification shall survive termination of this agreement.
- iii. The County shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Caretaker, his employees or agents in the performance of this agreement.

##### d) Liability Insurance

1. Without restricting the generality of Article C iii and without limiting its liabilities under the Contract, the Contractor shall provide, maintain, and pay for the following insurance coverage's in forms acceptable to the County:
  - a. Comprehensive or Commercial General Liability Insurance, with an insurer licensed in Alberta, with limits of not less than \$2,000,000.00 inclusive per occurrence (annual general

aggregate, if any, not less than \$2,000,000.00) against bodily injury, death and property damage. Such insurance shall include the following endorsements: premises, property, and operations; Contractor's protective; blanket contractual; non-owned auto; employees as additional insured; broad from property damage; cross liability; 30 days advance notice to the County of cancellation or material change.

- b. Automobile Liability Insurance on all vehicles owned, operated or licensed in the name of the Contractor with limits of not less than \$1,000,000.00.

- 2. The Contractor shall provide the County with proof that comprehensive or commercial liability insurance coverage is in effect and meets specified conditions. Such proof shall be in the form of a certificate of insurance submitted prior to commencement of activities under the contract.

### 3. Workers Compensation

- i. The Caretaker, as well as his employees (only listed under contract), will be covered under the County's Workers Compensation.

### 4. Right to Terminate Contract

- i. The County may terminate this contract without notice, if after receiving a written warning; the Caretaker still fails to perform their duties as laid out in this agreement and the applicable Waste Transfer Station manual.
- ii. The County may at any other time terminate this Contract by giving 30 days written notice of termination to the contractor.

### **e) Payment**

- i. Unless otherwise agreed, the payment will be made monthly, within thirty days of receiving the Caretakers invoice.

## **5. Term of the Contract**

- i. The Term of the Caretaking Services Contract shall be until from January 1, 2019 to March 30, 2022.

- ii. Extensions to the contract term will not exceed one year and must be accepted by both parties prior to expiry.

## **6. Special Conditions**

- a) The Caretaker must provide Caretaking Services Contract, their substitute attendant when they are not available to supervise their site.
- b) A responsible individual of at least eighteen (18) years of age must be present at the transfer station during operating hours. The Caretaker shall provide a list of all people they will employ. Any such person is required to possess the ability to effectively direct public for the proper deposit of waste.

The Caretaker is responsible to provide a cellular phone at his own expense and to provide the County with the phone number.

Schedule “B”

**Bluehills Solid**  
**Waste Transfer**  
**Station**  
**Caretaking Contract**

**BIDDING FORM**

**Schedule "B"**

**Bluehills Solid Waste Transfer Station**  
**Caretaking Contract**

**Mackenzie County**  
**P.O. Box 640**  
**4511-46 Avenue**  
**Fort Vermilion, AB T0H 1N0**

Caretaking Services - Bluehills Transfer Station

<b>Schedule</b>	<b>Location</b>	<b>Unit Price</b>
1	Bluehills Transfer Station	\$ _____ /month

TOTAL BID PRICE (Unit Price/month x 39 months) \$ \_\_\_\_\_

## Declarations:

We, \_\_\_\_\_  
(Individual)

of \_\_\_\_\_  
(Address)

having examined the RFP Documents as issued by: Mackenzie County (the "County"), and having visited the site(s) of where the Work is required to be undertaken; hereby offer to enter into a Contract to perform the Work required by the RFP Documents for the RFP Sum as follows:

And, we have attached and placed in the provide envelope the Mandatory Requirements as follows:

- 4.1.1 Letter from Insurance Company
- 4.1.2 detailed experience
- 4.1.3 Completed Schedule "B" Pricing Form

Signatures:

Signed, sealed and submitted for and on behalf of:

Company: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street Address or Postal Box Number)

\_\_\_\_\_  
(City, Province & Postal Code)

(Apply SEAL above)

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_  
(Please Print or Type)

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Designated Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**SERVICES AGREEMENT**

**BETWEEN:**

**MACKENZIE COUNTY**

**AND:**

---

SAMPLE

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**SERVICES AGREEMENT**

**THIS AGREEMENT** dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**BETWEEN:**

**MACKENZIE COUNTY**

(hereinafter called the "County")

**OF THE FIRST PART**

**AND:**

\_\_\_\_\_  
(hereinafter called the "Proponent")

**OF THE SECOND PART**

**WHEREAS:**

- A. The Proponent has issued the Proposal to the County for the provision of the Services;
- B. The County has agreed to accept the Proposal from the Proponent; and
- C. The Proponent has agreed to provide to the County the Services and the County has agreed to pay to the Proponent certain sums in consideration of the Services, as set forth herein and in the Proposal.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and the covenants herein contained, the County and the Proponent covenant and agree each with the other as follows:

**ARTICLE 1 - DEFINITIONS**

**1.1           Definitions**

For the purposes of this Agreement, including the recitals hereto, each of the following expressions have the meanings ascribed to them in this Section 1.1, unless the context otherwise requires:

- (a) "**Agreement**", "**hereto**", "**herein**", "**hereby**", "**hereunder**", "**hereof**" and similar expressions when used in this Agreement refer to the whole of this Agreement

which includes the attached Schedules and not to any particular Article or Section or portion thereof and include any and every instrument supplemental hereto;

- (b) "**Agreement Amount**" means the amount set out in Schedule "C";
- (c) "**Commencement Date**" means the \_\_\_\_\_ day of \_\_\_\_\_, 20 ;
- (d) "**Completion Date**" means the \_\_\_\_\_ day of \_\_\_\_\_, 20 , or such later date as may be agreed upon in writing by the parties;
- (e) "**Confidential Information**" has the meaning ascribed to it in Section 5.1;
- (f) "**Proposal**" means that proposal in form and in content as attached hereto as Schedule "A";
- (g) "**Service Results**" has the meaning ascribed to it in Section 5.4;
- (h) "**Services**" means those Services to be provided and performed by the Proponent hereunder, as more particularly described in the Proposal or as otherwise modified from the Proposal and described otherwise in Schedule "A" hereto, and all other services to be provided or performed as directed by the County; and
- (i) "**Term**" means the period of time commencing on the Commencement Date and ending on the Completion Date.

## 1.2 Number and Gender

Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter gender and words importing persons shall also mean firms, corporations and partnerships and vice versa.

## 1.3 Headings and Division

The division of this Agreement into Articles and Sections and the headings of any Articles or Sections are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

# ARTICLE 2 - SERVICES

## 2.1 Services

The Proponent shall provide the Services upon the terms and conditions contained herein.

## 2.2 Commencement and Completion of Services

The Proponent shall commence the Services no later than the Commencement Date and complete the Services on or before the Completion Date, subject always to sooner termination as provided for herein.

### 2.3 **Performance of Work**

The Proponent shall exercise the degree of care, skill and diligence normally used in performing services of a similar nature to those Services to be provided under this Agreement. All work done in performing the Services under this Agreement shall:

- (a) be supervised by competent and qualified personnel;
- (b) be performed in accordance with the County's directions and to the County's satisfaction;
- (c) comply with the requirements of this Agreement; and
- (d) be documented according to the County's requirements.

All work done in performance of the Services shall be subject to such review as the County considers advisable or appropriate. Any work not meeting the requirements of this Agreement may be rejected by the County and shall require appropriate correction by the Proponent. No such review by the County shall relieve the Proponent from the performance of its obligations hereunder.

### 2.4 **Warranty of Proponent**

The Proponent represents and warrants to the County:

- (a) that it has sufficient skill, knowledge, expertise and resources, including qualified and competent personnel, to perform and provide the Services in accordance with the provisions of this Agreement;
- (b) that it is not involved in and is not aware of any actual or potential law suit or circumstance which would or could materially affect its ability to perform the Services hereunder and, upon becoming aware of such, it shall immediately notify the County and provide the County with details of the nature of the law suit or circumstance; and
- (c) that the entering into of this Agreement and the performance of the Services hereunder shall not cause the Proponent to be in breach of any obligation of confidentiality which the Proponent may owe to any third party, or otherwise cause the Proponent to be in breach of any agreement or undertaking with any third party.

### 2.5 **Progress Reports**

If required by the County, the Proponent shall provide progress reports to the County and/or attend progress meetings regarding the performance of the Services, in such form and detail and whenever and as often as requested by the County.

## 2.6 **Compliance with Legislation**

In performing the Services hereunder (including any portion thereof performed by any subcontractors), the Proponent shall comply with the provisions and requirements of all laws, rules and regulations by lawful authority applicable including, without limitation, all relevant legislation, codes, bylaws, regulations and ordinances as well as the County policies, procedures and regulations as are made known to the Proponent by the County. Where there are two or more laws, codes, bylaws, regulations, ordinances, policies, procedures or regulations applicable to the Services, the more restrictive shall apply. In particular, the Proponent shall at all times observe and cause its personnel, agents and subcontractors to observe the provisions of all applicable environmental, health, safety and labour legislation including, without limitation, the Labour Relations Code, *Workers' Compensation Act*, Employment Standards Code and the *Occupational Health and Safety Act*, all as may be amended from time to time, and including any successor legislation, as well as rules and regulations pursuant thereto. Evidence of compliance with such laws shall be furnished by the Proponent to the County at such times as the County may reasonably request. In the event the Proponent, its personnel, any agent or subcontractor or their respective personnel, fail to comply with any legislation or any regulations thereunder and the County is required to do anything or take any steps or pay any amounts to rectify such non-compliance, the provisions of Section 4.4 of this Agreement shall apply.

## 2.7 **Permits and Licenses**

The Proponent shall obtain and pay for all necessary permits or licenses required in connection with providing or performing the Services.

# **ARTICLE 3 - PERSONNEL**

## 3.1 **No Substitution**

If specific personnel are designated by this Agreement to perform the Services or any part thereof, the Proponent shall not substitute other personnel for those designated without the prior written consent of the County. If any such personnel shall become no longer available for any reason, the Proponent shall supply a similarly experienced and skilled individual as soon as practicable subject to approval of such individual by the County.

## 3.2 **No Subcontractors**

The Proponent shall not engage or retain any agent, subcontractor or any other third party for purposes of providing the Services hereunder in whole or in part without the prior written consent of the County (which may be arbitrarily withheld) and on terms and conditions satisfactory the County in its sole discretion. The use of any agents, subcontractor or any other third parties by the Proponent shall in no way relieve the Proponent from its responsibility and obligation to provide the Services in accordance with the provisions of this Agreement.

### 3.3 **Removal of Personnel**

The Proponent shall forthwith remove from the County's premises and from performance of the Services any officer, employee, agent or subcontractor who is for any reason unsatisfactory to the County including, without limitation, and such person who:

- (a) is charged with and convicted of a criminal offence;
- (b) fails, in the opinion of the County or in the opinion of the Proponent, to carry out the work required in the performance of the Services in a satisfactory manner including, without limitation, causing any delays in the performance of the Services;
- (c) removes any property not belonging to the Proponent, its personnel or any agent or subcontractor, as the case may be, from the County premises without the prior written consent of the County, or
- (d) discloses or uses any Confidential Information contrary to the provisions of Section 5.1 of this Agreement, without the prior written permission of the County;

and, in the case of paragraphs (c) and (d), the Proponent shall take all reasonable steps to ensure that any property removed from the County is promptly returned, or to restrain any further improper disclosure or use of the Confidential Information, as the case may be. Any costs or expenses associated with removal of any such officer, employee, agent or subcontractor shall be the responsibility of the Proponent, including any necessary training costs or expenses associated with replacement persons, as determined by the County.

### 3.4 **Compliance with Policies**

The Proponent shall ensure that its personnel and agents and subcontractors, when using the County premises, comply with all security, safety, emergency and access policies, procedures or regulations in effect from time to time on such premises.

### 3.5 **Safety**

The Proponent shall be responsible for the safety of its personnel and any agents or subcontractors, and all property of the Proponent or its personnel, agents or subcontractors while on the County premises. The County shall not be responsible for any personal property, tools or equipment that the Proponent or its personnel, agents or subcontractors may bring onto the County premises.

## **ARTICLE 4 - PAYMENT**

### 4.1 **Payment**

The County shall pay the Proponent in accordance with the provisions of Schedule "B" (Terms of Payment), upon the diligent and timely performance of the Services to the satisfaction of the

County. No payment by the County shall relieve the Proponent from the performance of its obligations hereunder.

#### 4.2 **Excess Payments, Taxes**

The County shall not pay any amount exceeding the Agreement Amount or make any payment for any work done by the Proponent after the Completion Date unless prior written authorization has been obtained by the Proponent from the County. All customs duties, excise taxes (including G.S.T.), federal, provincial and municipal taxes and other duties, taxes or charges of a similar nature, and all travel and living expenses of the Proponent are included within the Agreement Amount, unless expressly stated otherwise in Schedule "C". If the total cost for man-days spent in performing the Services is less than the Agreement Amount, the County shall not be required to pay to the Proponent any sum in excess of the total cost for man-days actually expended.

#### 4.3 **No Payment for Costs, Expenses or Damages**

The County shall not be required to make any payment to the Proponent under this Agreement for any costs, expenses, losses or damages suffered or incurred:

- (a) in performing any work reasonably incidental to the performance of the Services;
- (b) as a result of any delays in performing the Services from any cause whatsoever; or
- (c) to remedy errors or omissions for which, in the reasonable opinion of the County, the Proponent is responsible.

#### 4.4 **Performance upon Failure of Proponent**

Upon failure of the Proponent (including any of its subcontractors) to perform any of its obligations under this Agreement the County may, but shall not be obligated to, perform or engage a third party to perform any of those obligations without prejudice to any other remedy or right it may have and the Proponent, immediately upon written demand, shall pay an amount equal to all costs and expenses incurred by the County in association therewith, plus interest on that amount from the date the cost or expense is incurred until it is paid at the rate of 1.5% per month (19.6% per annum). The County may, in its discretion, deduct any such amount, together with interest, from any payment then or thereafter due by the County to the Proponent, provided that such action shall not be deemed a waiver of any action that the County may pursue to collect any costs or expenses incurred herewith that exceed the amounts owed to the Proponent.

#### 4.5 **Records**

The Proponent shall keep and maintain, at its principal place of business in \_\_\_\_\_, Alberta, or at such other location as may be agreed by the County, adequate and complete records from which any fees, costs, charges, reimbursable expenses or other amounts payable by the County to the Proponent may be readily and accurately determined and verified for each calendar month during the Term of this Agreement. The Proponent shall take such steps as are necessary to maintain such records in accordance with generally accepted accounting practices in Canada.

Such records shall be open to inspection by the County, or its agents, during the Proponent's regular business hours. The Proponent shall be required to retain such records for a period of seven (7) years following expiration or termination of this Agreement.

#### 4.6 **Audit**

The County or its agents shall, from time to time during the Term of this Agreement, and for a period of two (2) years thereafter, during business hours and upon reasonable notice to the Proponent, be entitled to review all or any of the security, quality assurance procedures, accounting or other records and procedures of the Proponent regarding the Services or business relationship between the County and the Proponent affecting any fees, costs, charges, reimbursable expenses or other amounts payable by the County, or any commitments to the County, and to have such records reviewed, audited, inspected or examined by an independent chartered accountant or other auditor or party designated by the County to determine:

- (a) whether the Proponent has accurately recorded events or transactions requiring payments of fees, costs, charges, reimbursable expenses or other amounts by the County, as applicable;
- (b) the status of the provision of the Services; and
- (c) whether the Proponent is complying with the terms of this Agreement.

The costs of any such inspection or audit shall be payable by the County.

#### 4.7 **Acceptance is Not Waiver**

The acceptance by the County, from time to time, of any statement of fees, costs, charges, reimbursable expenses or other amounts delivered by the Proponent or any payment of such amounts based thereon shall not be deemed to be a waiver by the County of any of the Proponent's obligations or the County's rights under this Agreement. However, if the County has not caused an audit or inspection of the Proponent's accounting records or Services for any calendar month to commence within two (2) years of the last day of any such calendar month, the County and the Proponent agree that the accounting records and all such amounts paid for that calendar month shall have been deemed to have been made accurately and in full compliance with the provisions of this Agreement.

### **ARTICLE 5 - INFORMATION AND PROPERTY RIGHTS**

#### 5.1 **Confidential Information**

The Proponent agrees that:

- (a) all data, information and material of a confidential nature provided or disclosed to the Proponent by or on behalf of the County;



- (b) all data, information and material of a confidential nature concerning the County's business, systems, operations, processes, technology, trade practices, products, services, marketing or other strategic plans, suppliers or customers which is obtained by the Proponent in the performance of its obligations under this Agreement;
- (c) the Service Results; and
- (d) any and all information or material provided to the Proponent by or on behalf of the County which is marked "CONFIDENTIAL";

and all copies thereof (hereinafter collectively called the "Confidential Information") are confidential and constitute valuable and proprietary information and materials of the County and shall be kept strictly confidential, both during and after the Term of this Agreement, and shall only be used for the purpose of providing the Services hereunder. In that regard, such Confidential Information may only be disclosed by the Proponent to those of its officers, employees, agents or subcontractors who have a need to know such information for the purposes of this Agreement and the Proponent shall take appropriate steps, whether by instruction, agreement or otherwise to ensure that such officers, employees, agents and subcontractors keep such information strictly confidential and otherwise comply with the provisions of this Section 5.1. No Confidential Information shall be copied or provided or disclosed to any other party without the prior written consent of the County, which consent may be arbitrarily withheld. The Proponent acknowledges that it has no interest in the Confidential Information and shall surrender all Confidential Information in its possession or control (including all copies thereof) to the County immediately upon termination or expiration of this Agreement or at any earlier time upon the County's request, and shall thereafter cease all use of the Confidential Information.

#### 5.2 **No Obligation to Disclose**

The County shall have no obligation to disclose to the Proponent any particular data, information or material which is considered by the County to be sensitive or confidential. All data, information or material which is provided to the Proponent by the County shall be and remain the sole property of the Municipality, and shall be returned to the County immediately upon termination or expiration of this Agreement or at any earlier time upon the County's request.

#### 5.3 **Injunctive Relief**

The parties agree that improper disclosure or use of the Confidential Information will cause irreparable harm to the County, which harm may not be adequately compensated by damages. As a result, the parties agree that, in addition to all other remedies the County may have and not in derogation thereof, the County may seek and obtain from any court of competent jurisdiction injunctive relief in respect of any actual or threatened disclosure or use contrary to the provisions of this Agreement.

#### 5.4 **Ownership of Service Results**

The Proponent agrees that all discoveries, designs, inventions, works of authorship, improvements in any apparatus, device, process, technology or thing, know-how, base materials, research results, data, surveys, maps, plans, schematics, reports (including progress reports referred to in Section 2.5), charges, tabulations, compilations, diagrams, flow-charts, processes, formulae, computer programs, specifications, screen or program layouts, drawings, documents, and notes or materials of any type whatsoever developed, created, conceived of, first reduced to practice or prepared by or on behalf of the Proponent or any officer, employee, agent or subcontractor in performance of the Services either alone or jointly with others (hereinafter collectively called the "Services Results") shall be fully and promptly disclosed to the County and shall be the absolute and exclusive property of the County, including any patent, copyright, other intellectual property or other rights of any kind in relation thereto. The Proponent hereby assigns, transfers and conveys to the County all of its right, title and interest in and to the Service Results and the Proponent shall promptly execute and do or cause to be executed and done any and all documents and things necessary or desirable to give effect to the provisions of this Section 5.4, including the execution of a written assignment of all right, title and interest, whether in law or in equity, to the County for any or all of the Services Results, in form acceptable to the County. Upon completion of the Services or expiration or termination of this Agreement, whichever is sooner (and from time to time upon request by the County), the Service Results and all copies thereof shall be delivered by the Proponent to the County without demand by the County without demand by the County, together with all supporting materials, explanatory notes and know-how required or reasonably necessary for full and complete disclosure of such Service Results and to enable the County to understand, use and modify the Service Results without assistance. No use may be made of the Service Results by the Proponent other than in connection with the performance of the Services hereunder. The Proponent hereby waives absolutely (and shall cause any other persons to waive absolutely) in favour of the County, its successors and assigns, any moral rights the Proponent or such other persons have or may at any time hereafter have in the Service Results.

#### 5.5 **Protection of Rights**

The Proponent shall, at the request and expense of the County, execute or cause to be executed any documents and do or cause to be done all things which may be necessary or desirable to enable the County to file of and prosecute applications for patents, file for and obtain copyright registrations or otherwise protect any of the County's interest in and to the Service Results or any part thereof, in Canada or any other country. The County shall have complete control of and responsibility for the filings and prosecution of applications for patents, copyrights or other registrations in Canada and in foreign countries. The County shall assume all expenditures necessary to prepare and prosecute such applications and maintain or renew any resulting registrations.

#### 5.6 **Records of Proponent**

The Proponent shall make and maintain during the Term of this Agreement, adequate and current written records of all Service Results, which records shall be made available to and remain the property of the County at all times, both during and after the Term of this Agreement.

**5.7 Warranty of Original Work**

The Proponent warrants that all Service Results will be original development by the Proponent, will not infringe any rights of any third parties and will otherwise be free of any claims of third parties, and will be specifically developed for the fulfilment of this Agreement.

**5.8 No Challenge**

The Proponent shall not challenge or deny nor assist any third party in challenging or denying any of the County's rights in and to the Service Results.

**ARTICLE 6 - TERMINATION****6.1 Termination for Convenience**

This Agreement may be terminated at any time, with or without cause, by the County providing written notice to the Proponent at least seven (7) days prior to the termination date specified in the notice.

**6.2 Termination for Default**

The County may forthwith terminate this Agreement by providing written notice of termination to the Proponent, without prejudice to any other right or remedy the County may have, if the Proponent at any time:

- (a) fails to comply with any of the terms or conditions of this Agreement; or
- (b) is adjudged or otherwise becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, if a receiver is appointed for the property of the Proponent, or if the Proponent ceases to carry on business in the normal course;

such termination to be effective on the date such notice of termination is received.

**6.3 Payment upon Termination**

The County shall, in the event of termination of this Agreement, other than pursuant to Section 6.2(a), pay to the Proponent all amounts for completed work due to the Proponent in accordance with this Agreement, less any amounts which may be owing by the Proponent to the County as provided for hereunder. The County shall have no further liability of any nature whatsoever to the Proponent for any losses or damages suffered or sustained, either directly or indirectly, by the Proponent including, without limitation, loss of profit, as a result of the termination of this Agreement.

**6.4 Effect of Termination**

Upon termination or expiration of this Agreement:

- (a) the Proponent shall forthwith return to the County all Confidential Information in written form within its possession or control, together with all copies thereof or, at the County's written direction, destroy all such Confidential Information and provide the County with a certificate confirming such destruction; and
- (b) no further use may be made by the Proponent of the Service Results or any portion thereof, for any purpose whatsoever.

**6.5 Survival of Obligations**

Notwithstanding the expiration or termination of this Agreement for any cause, the provisions of this Agreement regarding payment obligations, indemnities, confidentiality obligations and proprietary rights, and those provisions which are expressly or impliedly intended to survive, shall survive any such expiration or termination and shall remain in force and shall include, without limitation, the provisions of Section 3.3, Section 3.6, Article 4, Article 5, Section 6.3, Section 6.4, Section 6.5, Article 7 and Section 8.8.

**ARTICLE 7 - INDEMNITY AND INSURANCE****7.1 Indemnity**

Notwithstanding any other provision of this Agreement to the contrary, the Proponent shall:

- (a) be liable to the County, its officials, representatives, agents and employees for any and all losses, costs, damages and expenses (and without limiting the generality of the foregoing, any direct losses, costs, damages and expenses of the County or such persons, including costs as between a solicitor and his own client full indemnity basis) which the County or such persons may pay or incur;
- (b) indemnify and hold harmless the County, its officials, representatives, agents and employees from and against any and all liabilities, claims, suits or actions which may be brought or made against the County or such persons;

as a result of or in connection with:

- (c) the performance of the Services; or
- (d) any breach, violation or non-performance of any covenant, condition or agreement in this Agreement set forth and contained on the part of the Proponent to be fulfilled, kept, observed or performed; or
- (e) any breach of confidentiality on the part of the Proponent or any agent or subcontractor, or employee of the Proponent or any agent or subcontractor; or

- (f) any damage to property (including loss of use thereof) or injury to person or persons, including death resulting at any time therefrom, arising out of or in consequence of the performance of the Services; or
- (g) the failure of the County to withhold any taxes or other amounts in respect of payments made to the Proponent under this Agreement; or
- (h) any suit or proceeding based on a claim that the Service Results or any portion thereof infringes or constitutes wrongful use of any copyright, patent, trademark, trade secret or any other right of any third party;

and the County shall be deemed to be the agent of its officials, representatives, agents and employees in regard thereto.

## 7.2 **Insurance**

The Proponent shall maintain, in full force and effect with insurers licensed in the Province of Alberta, the following insurance:

- (a) standard automobile insurance providing coverage of at least Two Million (\$2,000,000.00) Dollars inclusive for bodily injury and property damage (if the Proponent is required to use a vehicle in the performance of the Services); and
- (b) any other insurance of such type and amount as may reasonably be required by the County.

## 7.3 **Placement of Insurance**

The aforementioned insurance shall be in a form and with insurers acceptable to the County. Certified copies of the policies shall be provided to the County by the Proponent upon request and evidence of renewal shall be provided to the County prior to the expiry dates of the policies.

## 7.4 **Deductibles and Duration**

The Proponent shall be responsible for the payment of all premium and deductible amounts relating to the said insurance policies and the Proponent shall maintain the aforementioned insurance until the Services are completed or the Agreement is terminated, whichever is last to occur (or, in the case of Section 7.2(d), for so long as may reasonably be required by the County).

# **ARTICLE 8 – PROPOSAL**

## 8.1 **Conflict**

In the event that there is a conflict between the terms of this Agreement and the Proposal, the conflicting terms of this Agreement shall prevail over the conflicting terms of the Proposal.

**ARTICLE 9 - GENERAL****9.1 Schedules**

The following Schedules attached hereto shall form part of this Agreement and are incorporated herein by reference:

Schedule "A" - Proposal  
Schedule "B" - Terms of Payment  
Schedule "C" - Special Terms and Conditions

**9.2 Notices**

Any notice provided for or permitted to be given pursuant to this Agreement shall be in writing and shall, except in the event of an interruption in postal service during which time all notices must be personally delivered, be sufficiently given if personally delivered or sent by prepaid registered mail addressed to the party for whom the same is intended to the address for notice for such party as set out in Schedule "C".

Any notice delivered personally shall be deemed to be received when left during normal business hours at the office set forth above and any notice sent by prepaid registered mail shall be deemed to have been received on the third normal delivery day following the posting thereof. Either party shall be entitled to change its address for notice to another existing address by notice in writing to the other. The word "notice" in this Section 8.2 includes any request, statement, report, demand, order or other writing in this Agreement provided or permitted to be given by the County to the Proponent or by the Proponent to the County.

**9.3 Assignment**

The Proponent shall not assign this Agreement or any portion thereof without the prior written consent of the County, which consent may be arbitrarily withheld. Upon any transfer or assignment by the County of this Agreement, the County shall be released from its obligations hereunder. The County may assign this Agreement in whole or in part to any person in the County's sole discretion without notice to the Proponent.

**9.4 Waiver**

The failure of a party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option and no waiver by the County of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the County.

**9.5 Enurement**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, assigns or approved assigns, as the case may be.

**9.6 No Agency**

Nothing in this Agreement, nor in any acts of the County and the Proponent pursuant to this Agreement, shall be construed, implied or deemed to create an agency, partnership, joint venture or employer and employee relationship between the County and the Proponent, and neither party has the authority to bind the other to any obligation of any kind.

**9.7 Whole Agreement**

The provisions of this Agreement constitutes the entire agreement between the parties and supersedes any prior agreements, letters of intent or understanding, whether written or oral, between the parties with respect to the matters contemplated herein. No terms, conditions, warranties, promises or undertakings of any nature whatsoever, express or implied, exist between the parties with respect to this Agreement except as herein set forth. This Agreement may be amended, changed or modified only by further written agreement between the parties.

**9.8 Partial Invalidity**

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

**9.9 Time of Essence**

Time shall be of the essence of this Agreement.

**9.10 Expiration of Time**

In any case where the time limited by this Agreement expires on a Saturday, Sunday or legal holiday in the Province of Alberta, the time limited shall be extended to and shall include the next succeeding day which is not a Saturday, Sunday or legal holiday in the Province of Alberta.

**9.11 Further Assurances**

Each of the parties to this Agreement shall at the request of the other party hereto, execute and deliver any further documents and do all acts and things as that party may reasonably require to carry out the full intent and meaning of this Agreement.

9.12 **Governing Law**

This Agreement shall be governed by the laws in force in the Province of Alberta and the courts of Province of Alberta shall have exclusive jurisdiction with respect to any dispute, matter or thing arising herefrom.

**IN WITNESS WHEREOF** the parties hereto have affixed their corporate seals by the hands of their proper officers.

**[NAME OF PROPONENT]**

**MACKENZIE COUNTY**

Per:

Per:

\_\_\_\_\_  
Signature of Authorized Signing Officer

\_\_\_\_\_  
Signature of Authorized Signing Officer

\_\_\_\_\_  
Printed Name of Authorized Signing Officer

\_\_\_\_\_  
Printed Name of Authorized Signing Officer

\_\_\_\_\_  
Position of Authorized Signing Officer

\_\_\_\_\_  
Position of Authorized Signing Officer



**SCHEDULE "A"**

**PROPOSAL**

SAMPLE

**SCHEDULE "B"**

**TERMS OF PAYMENT**

Subject to all other terms and conditions of this Agreement, the Purchaser shall pay to the Proponent, those amounts not to exceed in the aggregate the Agreement Amount, in the following manner:

1. At the beginning of each calendar month an invoice shall be submitted to the County by the Proponent in respect of Services provided during the immediately preceding month. Each invoice shall, in respect of such month:
  - (a) refer to the purchase order number,
  - (b) where applicable, separately identify work performed in Canada and elsewhere and the proportionate allocation of the invoice amount in that regard;
  - (c) identify as separate items any travel and living expenses, and/or any tax, duty or charge separately chargeable to the County (in addition to the Agreement Amount) but only as specified and provided for in Schedule "C"; and
  - (d) identify the number of man-days or hours expended in providing the Services, the applicable rates and charges for the time expended, and a description of the Services performed in that regard.

The Proponent may elect, at its option, to provide the County with one invoice for the whole of the Services to be provided hereunder in place of monthly invoices, provided that all the required information is included in such invoice.

2. Subject to the verification of each invoice by the County and all other terms and conditions of the Agreement (including, without limitation, the Services being satisfactory to the County, the County shall pay the Proponent the amount of each invoice within thirty (30) days of receipt of same.

**SCHEDULE "C"**

**SPECIAL CONDITIONS**

SAMPLE

SAMPLE



Mackenzie County

# REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>November 13, 2018</b>
<b>Presented By:</b>	<b>Bill McKennan, Director of Finance</b>
<b>Title:</b>	<b>High Level Cemetery Grant Funding</b>

## **BACKGROUND / PROPOSAL:**

At the October 24<sup>th</sup>, Council meeting, administration was requested to research cemetery grants to the High Level cemetery.

Administration confirmed that Mackenzie County does not directly supply a grant for the operation of this cemetery, and that the Town of High Level operates the High Level cemetery.

## **OPTIONS & BENEFITS:**

N/A

## **COSTS & SOURCE OF FUNDING:**

N/A

## **SUSTAINABILITY PLAN:**

N/A

## **COMMUNICATION:**

N/A

Author: J. Batt Reviewed by: \_\_\_\_\_ CAO: \_\_\_\_\_

**RECOMMENDED ACTION:**

Simple Majority       Requires 2/3       Requires Unanimous

That the High Level Cemetery Grant update be received for information.

Author: J.Batt      Reviewed by: \_\_\_\_\_      CAO: \_\_\_\_\_



Mackenzie County

# REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>November 13, 2018</b>
<b>Presented By:</b>	<b>Fred Wiebe, Director of Utilities</b>
<b>Title:</b>	<b>Zama Lift Station Upgrade Project</b>

## **BACKGROUND / PROPOSAL:**

Tenders for the Hamlet of Zama Lift Station Upgrade were received and opened at the September 11, 2018 council meeting. Tenders came in over budget and Council instructed administration to contact grant organizers to request additional funding and also research other cost saving options for the project and bring the recommendations back to council.

Administration contacted the grant advisors and were informed that the Clean Water Wastewater Fund program is a federal grant program and thus not a stackable grant.

Administration also reviewed the project for scope adjustments and received adjusted prices from the lowest bidder.

## **OPTIONS & BENEFITS:**

### **Option #1 – Re-apply for Funding in a Future Year**

The removal of the grinder is the only item we can remove without requiring a significant redesign in the project. This removal of the grinder would bring estimated reduction of costs around \$120,000 and still would require an additional \$979,132 funded by Mackenzie County.

Due to Mackenzie County's current financial situation, administration looked at what would be needed to ensure lift station operations are maintained at a minimal level. Some building work would still be required to maintain heat and protect from the elements and also some operational money budgeted for in order to prepare for the spring run-off events where additional pumping or hydrovac services likely will be required.

**Author:** F. Wiebe      **Reviewed by:** \_\_\_\_\_      **CAO:** L. Racher

## Option #2 – Proceed with project as tendered

This option would require the project to receive additional internal funding in the form of reserves or borrowing bylaw.

### **COSTS & SOURCE OF FUNDING:**

#### **Option #1 Costs (Re-apply for Funding in a Future Year)**

2018 budget (50% CWWF funded)	\$1,819,068
Costs for minimal building upgrades (estimated)	\$ 60,000
Operating budget	\$ 10,000
2018 budget remaining	\$1,749,068

#### **Option #2 Costs (As Tendered)**

Total project cost including tender, engineering, and contingencies	\$2,918,200
2018 budget	\$1,819,068
Additional funding required	\$1,099,132

### **SUSTAINABILITY PLAN:**

The sustainability plan has several references to the matter at hand, some specifically and some more ambiguously:

Goal E26: That Mackenzie County is prepared with infrastructure and services for a continually growing population.

Goal C1: That the capacity of infrastructure in County hamlets and rural communities keeps pace with their growth and is planned in a way that ensures their sustainability.

Goal C5: That the County continues to provide high quality utility services (water distribution and treatment as well as waste water collection and treatment) and ensures that they:

- Are available in each hamlet,
- Meet quality standards consistent with current national standards and demand,
- Are stable and reliable,
- Are each financially self-sustaining at both operational and capital levels.

### **COMMUNICATION:**

Depending which option we proceed with, lowest bidder as well as the grant contacts would be informed.

Author: F.Wiebe Reviewed by: \_\_\_\_\_ CAO: L. Racher



**RECOMMENDED ACTION:**

Simple Majority     Requires 2/3     Requires Unanimous

For discussion.

**Author:** F.Wiebe    **Reviewed by:** \_\_\_\_\_    **CAO:** L. Racher





Mackenzie County

# REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>November 13, 2018</b>
<b>Presented By:</b>	<b>Fred Wiebe, Director of Utilities</b>
<b>Title:</b>	<b>Zama Water Treatment Improvements Project</b>

## **BACKGROUND / PROPOSAL:**

Tenders for the Hamlet of Zama Water Treatment Plant Improvements were received and opened at the September 11, 2018 council meeting. Tenders for the project came in over budget and Council instructed administration to contact grant organizers to request additional funding and also research other cost saving options for the projects and bring the recommendations back to council.

Administration along with our consultant met with the lowest bidding contractor to provide updated prices if we left the electrical and process piping mostly as existing, upgraded only a few of the distribution pumps and motors and removed the HVAC upgrades from the new WTP. The electrical savings reflected well on what was removed but the mechanical savings seem disproportionately low in comparison. Based on these results, administration does not feel this is an option worth pursuing.

The grant advisors were also contacted and the options below outline what was discussed. Administration is still awaiting additional information from the grant advisor group and so a recommendation is difficult to provide at this time but we hope to have a recommendation available by the council meeting.

## **OPTIONS & BENEFITS:**

### **Option #1 – AMWWP Grant**

The grant we received for this project is under Alberta Municipal Water and Wastewater Partnership (AMWWP) which is a 75% funded grant. We are currently approved for \$705,750 of the estimated \$941,000 project cost. For the WTP Upgrading project Ms. Han (grant coordinator) indicated that there is a potential to capture the additional cost under the Alberta Municipal Water and Wastewater Partnership program (AMWWP). However, this process would require that the County pays all project costs upfront.

**Author:** F. Wiebe      **Reviewed by:** \_\_\_\_\_      **CAO:** L. Racher

Reimbursement of the costs incurred by the County could only occur after the construction of the project is completed and the final cost submitted. Thus, upon Alberta Transportation's approval for the additional cost, Ms. Han could open up a new grant funding file to possibly reimburse the difference to the County.

**Option #2 – ICIP Grant**

Ms. Han also indicated that the project is eligible under the ICIP funding program and suggested that the County could submit an application to ICIP for the additional costs. This would mean that the project would be on hold until/if the Expression of Interest was approved.

With this option it would be known what our grant structure would look like prior to proceeding with the project, but it also requires us to hold off on starting with the project. It is also unknown as to how this affects other ICIP EOI's that have been submitted for Mackenzie County.

**Option #3 – Re-tender the project based on scope change**

This option would look at changing the scope of the project similar to option #1 but would look at more of a replacement of only the components with the highest need. With these scope changes, local contractors would provide a bid for the project which should provide more competitive pricing and thus give us more improvements for the money spent.

**COSTS & SOURCE OF FUNDING:**

**Option #1 Costs (AMWWP Grant) \*if approved**

Total cost including tender, engineering, and contingencies	\$2,205,500
2018 budget	\$ 834,615
Current AMWWP grant approved maximum portion	\$ 705,750
AMWWP grant portion amount if 75% grant approved for full costs	\$1,654,125
Total County portion if 75% grant fund approved for full costs	<b>\$ 551,375</b>
Additional County Funding Required	\$1,370,885

**Option #2 Costs (ICIP Grant) \*if approved**

Total cost including tender, engineering, and contingencies	\$2,205,500
2018 budget	\$ 834,615
AMWWP grant portion 35%	\$ 771,925
ICIP grant fund portion 40%	\$ 882,200
Total County portion 25%	\$ 551,375
Total Budget Amendment Required	\$1,370,885

Author: F.Wiebe Reviewed by: \_\_\_\_\_ CAO: L. Racher

### Option #3 Estimated Costs Re-tender

Scope change project estimated total project cost	\$ 941,000
2018 Budget	\$ 834,615
AMWWP grant portion 75%	\$ 705,750
Additional County Funding Required (estimated)	\$ 106,385

### **SUSTAINABILITY PLAN:**

The sustainability plan has several references to the matter at hand, some specifically and some more ambiguously:

Goal E26: That Mackenzie County is prepared with infrastructure and services for a continually growing population.

Goal C1: That the capacity of infrastructure in County hamlets and rural communities keeps pace with their growth and is planned in a way that ensures their sustainability.

Goal C5: That the County continues to provide high quality utility services (water distribution and treatment as well as waste water collection and treatment) and ensures that they:

- Are available in each hamlet,
- Meet quality standards consistent with current national standards and demand,
- Are stable and reliable,
- Are each financially self-sustaining at both operational and capital levels.

### **COMMUNICATION:**

Depending which option we proceed with, lowest bidder as well as the grant contacts would be informed.

### **RECOMMENDED ACTION:**

Simple Majority       Requires 2/3       Requires Unanimous

For discussion.

Author: F.Wiebe      Reviewed by: \_\_\_\_\_      CAO: L. Racher





Mackenzie County

# REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>November 13, 2018</b>
<b>Presented By:</b>	<b>Byron Peters, Deputy Chief Administrative Officer</b>
<b>Title:</b>	<b>Bylaw 1121-18 Plan Cancellation &amp; Consolidation of Plan 952 3371, Block 11, Lots 10, 11, 12 &amp; 13</b>

## **BACKGROUND / PROPOSAL:**

In 1999, a development permit was issued to the La Crete Municipal Nursing Association for the first phase of construction for a Seniors Lodge. Each phase of construction required a development permit. The last development permits issued were 43-DP-06 & 157-DP-07 in 2006 and 2007 respectively.

Condition 10 of Development Permit 43-DP-06 states:

*All the lots that the Lodge have constructed on were to be consolidated into a single large lot.*

Development Permit 157-DP-07 granted several setback variances for the purpose of obtaining a Compliance Certificate. The County approved the setback variances and the Compliance Certificate with the understanding that the La Crete Municipal Nursing association would complete the consolidation.

There have been six (6) letters sent to the La Crete Municipal Nursing Association throughout the years requesting the consolidation be completed. Mackenzie County sent a letter, November 10, 2010 informing the La Crete Municipal Nursing Association of the necessary steps to start the consolidation process. The last letter was sent on February 2, 2016 asking La Crete Municipal Nursing Association to come into compliance with condition 10 of their development permit.

Through a review of County records, it has come to the attention of the Planning Department that the consolidation of these lots has not been completed. This makes the Heimstead lodge a non-compliant development. The County has begun the process to bring the lodge into compliance.

**Author:** K. Darling      **Reviewed by:** C. Smith      **CAO:** \_\_\_\_\_

**OPTIONS & BENEFITS:**

The Planning Department has no issues or concerns with this proposal to consolidate the lots.

Consolidation of lots can be completed by Bylaw or by registration of a consolidation plan. The applicant chose the Bylaw option as it is less costly and time consuming.

**COSTS & SOURCE OF FUNDING:**

All cost is the responsibility of the applicant.

**SUSTAINABILITY PLAN:**

The Sustainability Plan does not address plan cancellations and consolidations in the Municipality. As such, the proposed consolidation neither supports nor contradicts the Sustainability Plan.

**COMMUNICATION:**

The Municipal Government Act no longer requires that Council hold a public hearing for subdivision plan consolidations. Section 658 (Cancellation of plan of subdivision) has been revised to remove the requirement of having a public hearing during plan cancellation. The use of old templates impeded the change when the requirement was removed. According to the most recent Municipal Government Act there is no requirement for cancellation of plan of subdivision to be advertised nor to have a public hearing. This allows for all three readings of the Bylaw to be held in succession.

The bylaw can still be advertised after first reading if Council determines that it is necessary and adjacent landowners can be sent notification letters.

**RECOMMENDED ACTION:**

Motion 1

- Simple Majority
- Requires 2/3
- Requires Unanimous

That first reading be given to Bylaw 1121-18, being a Plan Cancellation and Consolidation Bylaw to cancel and consolidate Plan 952 3371, Block 11, Lots 10, 11, 12 & 13 into one lot.

**Author:** K. Darling **Reviewed by:** C. Smith **CAO:** \_\_\_\_\_



Motion 2

Simple Majority           Requires 2/3           Requires Unanimous

That second reading be given to Bylaw 1121-18, being a Plan Cancellation and Consolidation Bylaw to cancel and consolidate Plan 952 3371, Block 11, Lots 10, 11, 12 & 13 into one lot.

Motion 3

Simple Majority           Requires 2/3           Requires Unanimous

That consideration be given to go to third reading of Bylaw 1121-18, being a Plan Cancellation and Consolidation Bylaw to cancel and consolidate Plan 952 3371, Block 11, Lots 10, 11, 12 & 13 into one lot, at this meeting.

Motion 4

Simple Majority           Requires 2/3           Requires Unanimous

That third reading be given to Bylaw 1121-18, being a Plan Cancellation and Consolidation Bylaw to cancel and consolidate Plan 952 3371, Block 11, Lots 10, 11, 12 & 13 into one lot.

Author: K. Darling          Reviewed by: C. Smith          CAO: \_\_\_\_\_

**BYLAW NO. 1121-18**  
**BEING A BYLAW OF**  
**MACKENZIE COUNTY**  
**IN THE PROVINCE OF ALBERTA**

**FOR THE PURPOSE OF A PLAN CANCELLATION AND CONSOLIDATION  
IN ACCORDANCE WITH SECTION 658 OF THE MUNICIPAL GOVERNMENT ACT,  
CHAPTER M-26, REVISED STATUTES OF ALBERTA 2000**

**WHEREAS**, notice of intention of the Council to pass a bylaw will be published in a locally circulated newspaper in accordance with the Municipal Government Act, and

**WHEREAS**, Council of Mackenzie County has determined that a portion of a subdivision, as outlined in Schedule "A" hereto attached, be subject to cancellation, and

**WHEREAS**, The La Crete Nursing Association, being the registered owner of Plan 952 3371, Block 11, Lots 10, 11, 12 & 13, has requested that the lands be consolidated; and

**NOW THEREFORE**, THE COUNCIL OF MACKENZIE COUNTY, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, HEREBY ENACTS AS FOLLOWS:

1. That Subdivision Plan 952 3371, Block 11, Lots 10, 11, 12 & 13 as outlined in Schedule "A" hereto attached, are hereby cancelled in full and shall be consolidated as Lot 24.

READ a first time this \_\_\_\_ day of \_\_\_\_\_, 2018.

READ a second time this \_\_\_\_ day of \_\_\_\_\_, 2018.

READ a third time and finally passed this \_\_\_\_ day of \_\_\_\_\_, 2018.

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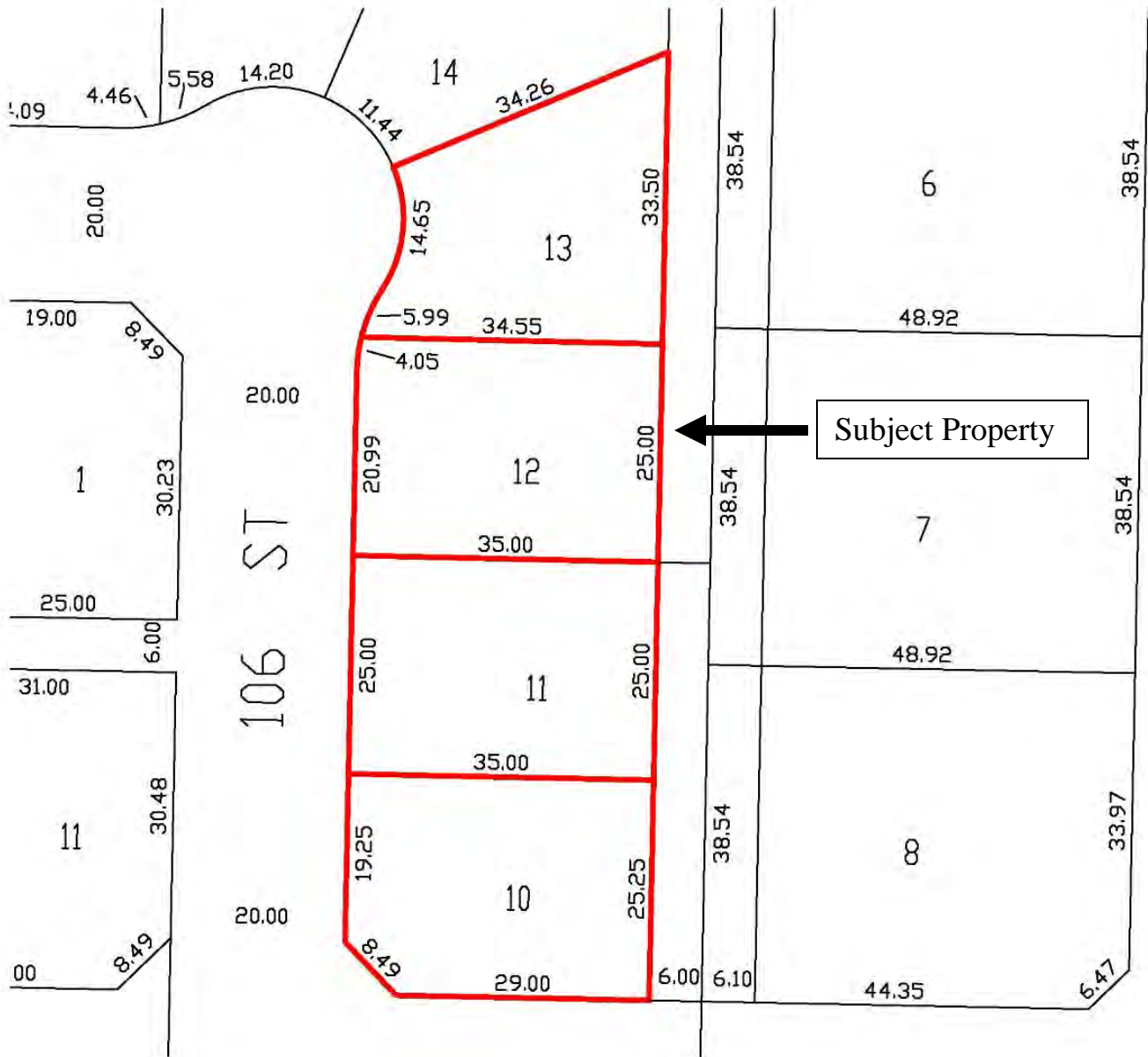
Joshua Knelsen  
Reeve

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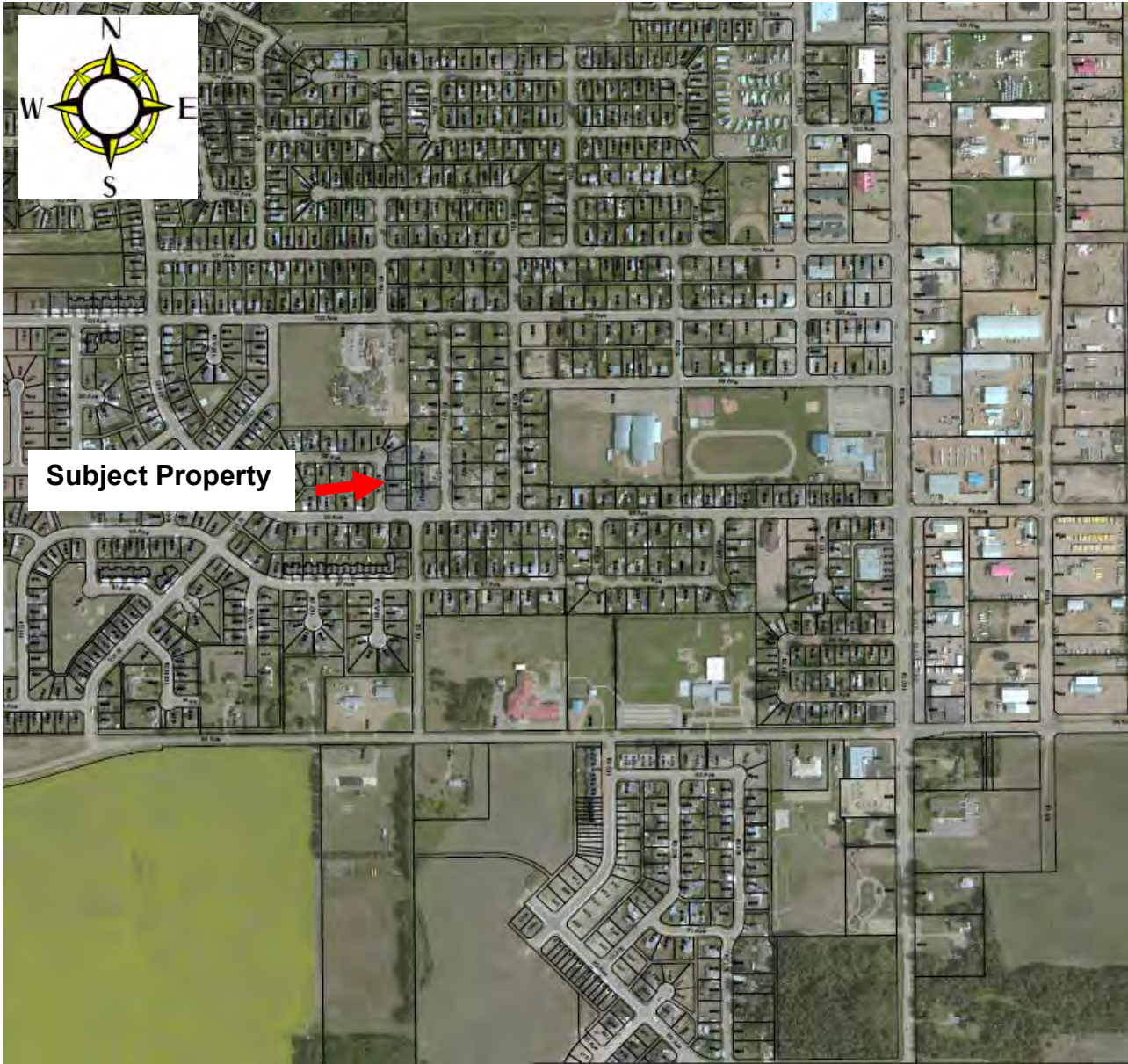
Lenard Racher  
Chief Administrative Officer

**BYLAW No. 1121-18**

**SCHEDULE "A"**



# BYLAW APPLICATION



File No. Bylaw 1121-18

**NOT TO SCALE**

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**Mackenzie County**

**SUBDIVISION AUTHORITY APPROVAL**

**RE: BYLAW FOR CANCELLATION OF SUBDIVISION PLAN 952 3371 BLOCK 11  
LOT 10, 11, 12 & 13**

**Bylaw No. 1121-18**

**LEGAL DESCRIPTION:**

DESCRIPTIVE PLAN 9523371  
BLOCK 11  
LOT 24  
EXCEPTING THEREOUT ALL MINES AND MINERALS

We, MACKENZIE COUNTY, approve for registration the above Bylaw.

Dated \_\_\_\_\_

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name and capacity)

The plan is approved subject to the registration of the following:  
(If none, say so)

None





Mackenzie County

# REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>November 13, 2018</b>
<b>Presented By:</b>	<b>Byron Peters, Deputy Chief Administrative Officer</b>
<b>Title:</b>	<b>Bylaw 1122-18 Plan Cancellation &amp; Consolidation of Plan 752 1580, Block 11, Lots 6, 7 &amp; 8</b>

## BACKGROUND / PROPOSAL:

In 1999, a development permit was issued to the La Crete Municipal Nursing Association for the first phase of construction for a Seniors Lodge. Each phase of construction required a development permit. The last development permits issued were 43-DP-06 & 157-DP-07 in 2006 and 2007 respectively.

Condition 10 of Development Permit 43-DP-06 states:

*All the lots that the Lodge have constructed on were to be consolidated into a single large lot.*

Development Permit 157-DP-07 granted several setback variances for the purpose of obtaining a Compliance Certificate. The County approved the setback variances and the Compliance Certificate with the understanding that the La Crete Municipal Nursing association would complete the consolidation.

There have been six (6) letters sent to the La Crete Municipal Nursing Association throughout the years requesting the consolidation be completed. Mackenzie County sent a letter, November 10, 2010 informing the La Crete Municipal Nursing Association of the necessary steps to start the consolidation process. The last letter was sent on February 2, 2016 asking La Crete Municipal Nursing Association to come into compliance with condition 10 of their development permit.

Through a review of County records, it has come to the attention of the Planning Department that the consolidation of these lots has not been completed. This makes the Heimstead lodge a non-compliant development. The County has begun the process to bring the lodge into compliance.

**Author:** K. Darling      **Reviewed by:** C. Smith      **CAO:** \_\_\_\_\_



**OPTIONS & BENEFITS:**

The Planning Department has no issues or concerns with this proposal to consolidate the lots.

Consolidation of lots can be completed by Bylaw or by registration of a consolidation plan. The applicant chose the Bylaw option as it is less costly and time consuming.

**COSTS & SOURCE OF FUNDING:**

All cost the responsibility of the applicant.

**SUSTAINABILITY PLAN:**

The Sustainability Plan does not address plan cancellations and consolidations in the Municipality. As such, the proposed consolidation neither supports nor contradicts the Sustainability Plan.

**COMMUNICATION:**

The Municipal Government Act no longer requires that Council hold a public hearing for subdivision plan consolidations. Section 658 (Cancellation of plan of subdivision) has been revised to remove the requirement of having a public hearing during plan cancellation. The use of old templates impeded the change when the requirement was removed. According to the most recent Municipal Government Act there is no requirement for cancellation of plan of subdivision to be advertised nor to have a public hearing. This allows for all three readings of the Bylaw to be held in succession.

The bylaw can still be advertised after first reading if Council determines that it is necessary and adjacent landowners can be sent notification letters.

**RECOMMENDED ACTION:**

Motion 1

- Simple Majority
- Requires 2/3
- Requires Unanimous

That first reading be given to Bylaw 1122-18, being a Plan Cancellation and Consolidation Bylaw to cancel and consolidate Plan 752 1580, Block 11, Lots 6, 7 & 8 into one lot.

Author:     K. Darling     Reviewed by:     C. Smith     CAO:



Motion 2

Simple Majority       Requires 2/3       Requires Unanimous

That second reading be given to Bylaw 1122-18, being a Plan Cancellation and Consolidation Bylaw to cancel and consolidate Plan 752 1580, Block 11, Lots 6, 7 & 8 into one lot.

Motion 3

Simple Majority       Requires 2/3       Requires Unanimous

That consideration be given to go to third reading of Bylaw 1122-18, being a Plan Cancellation and Consolidation Bylaw to cancel and consolidate Plan 752 1580, Block 11, Lots 6, 7 & 8 into one lot, at this meeting.

Motion 4

Simple Majority       Requires 2/3       Requires Unanimous

That third reading be given to Bylaw 1122-18, being a Plan Cancellation and Consolidation Bylaw to cancel and consolidate Plan 752 1580, Block 11, Lots 6, 7 & 8 into one lot.

**Author:**     K. Darling          **Reviewed by:**     C. Smith          **CAO:**

**BYLAW NO. 1122-18**  
**BEING A BYLAW OF**  
**MACKENZIE COUNTY**  
**IN THE PROVINCE OF ALBERTA**

**FOR THE PURPOSE OF A PLAN CANCELATION AND CONSOLIDATION  
IN ACCORDANCE WITH SECTION 658 OF THE MUNICIPAL GOVERNMENT ACT,  
CHAPTER M-26, REVISED STATUTES OF ALBERTA 2000**

**WHEREAS**, notice of intention of the Council to pass a bylaw will be published in a locally circulated newspaper in accordance with the Municipal Government Act, and

**WHEREAS**, Council of Mackenzie County has determined that a portion of a subdivision, as outlined in Schedule "A" hereto attached, be subject to cancellation, and

**WHEREAS**, The La Crete Nursing Association, being the registered owner of Plan 752 1580, Block 11, Lots 6, 7 & 8, has requested that the lands be consolidated; and

**NOW THEREFORE**, THE COUNCIL OF MACKENZIE COUNTY, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, HEREBY ENACTS AS FOLLOWS:

1. That Subdivision Plan 752 1580, Block 11, Lots 6, 7 & 8 as outlined in Schedule "A" hereto attached, are hereby cancelled in full and shall be consolidated as Lot 09.

READ a first time this \_\_\_\_ day of \_\_\_\_\_, 2018.

READ a second time this \_\_\_\_ day of \_\_\_\_\_, 2018.

READ a third time and finally passed this \_\_\_\_ day of \_\_\_\_\_, 2018.

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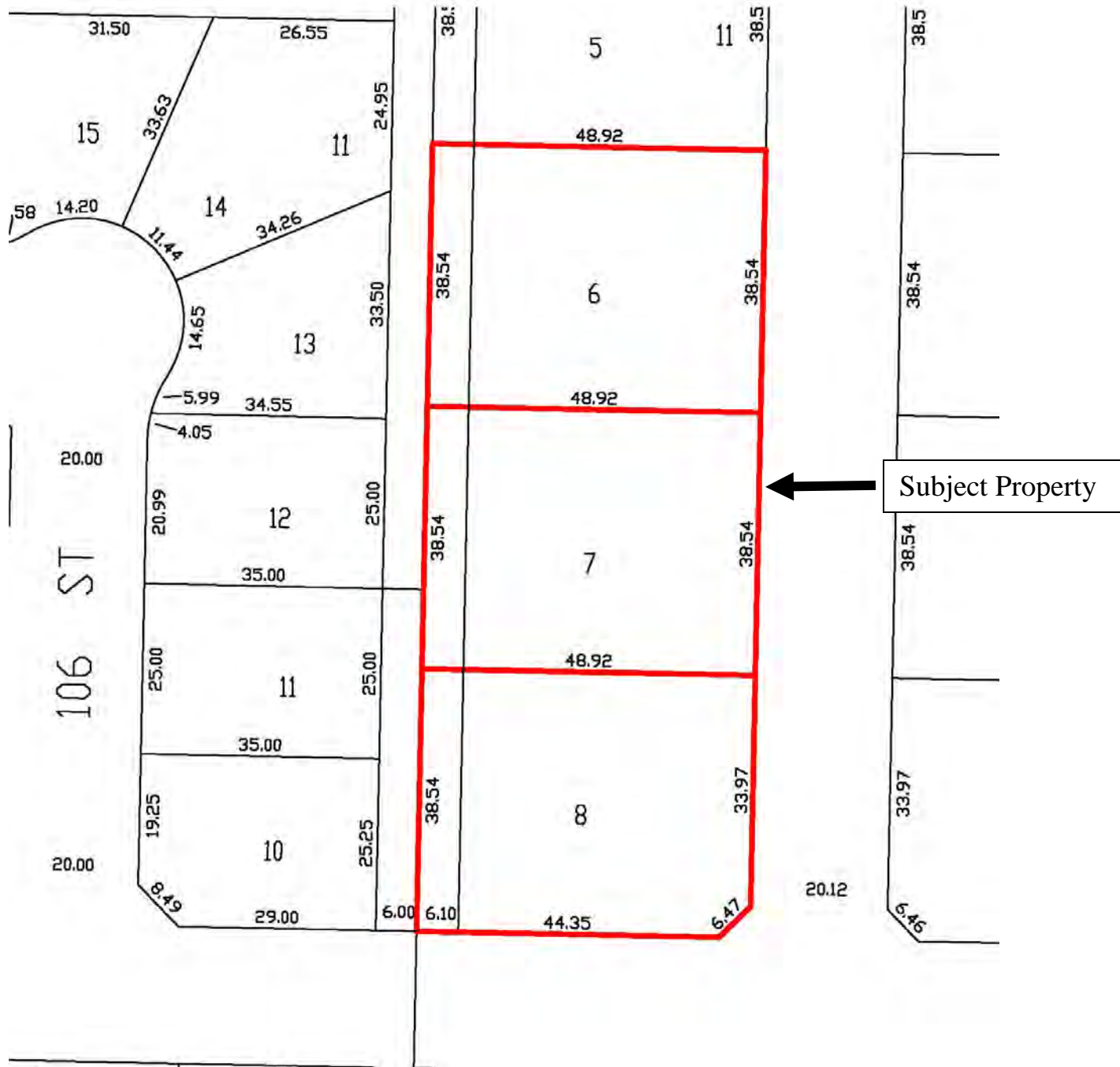
Joshua Knelsen  
Reeve

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Lenard Racher  
Chief Administrative Officer

**BYLAW No. 1122-18**

**SCHEDULE "A"**



# BYLAW APPLICATION



File No. Bylaw 1122-18

**NOT TO SCALE**

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**Mackenzie County**

**SUBDIVISION AUTHORITY APPROVAL**

**RE: BYLAW FOR CANCELLATION OF SUBDIVISION PLAN 752 1580 BLOCK 11  
LOT 6, 7 & 8**

**Bylaw No. 1122-18**

**LEGAL DESCRIPTION:**

DESCRIPTIVE PLAN 7521580  
BLOCK 11  
LOT 09  
EXCEPTING THEREOUT ALL MINES AND MINERALS

We, MACKENZIE COUNTY, approve for registration the above Bylaw.

Dated \_\_\_\_\_

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name and capacity)

The plan is approved subject to the registration of the following:  
(If none, say so)

None





Mackenzie County

# REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>November 13, 2018</b>
<b>Presented By:</b>	<b>Byron Peters, Deputy Chief Administrative Officer</b>
<b>Title:</b>	<b>Bylaw 1123-18 Land Use Bylaw Amendment to Amend the Development Permit Appeal Periods to Reflect the Municipal Government Act Changes</b>

## **BACKGROUND / PROPOSAL:**

Mackenzie County administration needs to change the appeal period for development permits in the Land Use Bylaw to reflect the changes in the Municipal Government Act. The appeal times have been extended from 14 days to 21 days.

Bylaw 10XX-18 was presented to the Municipal Planning Commission on October 30, 2018 where they made the following motion:

***MPC-18-10-161    MOVED by David Driedger***

That the Municipal Planning Commission recommend to Council to approve Bylaw 10\_\_-18 being a Land Use Bylaw Amendment to amend Sections 5.8.5, 5.15.4 and 6.3.2 to reflect the MGA changes increasing the appeal period for development permits from 14 days to 21 days.

***CARRIED***

This change has been in effect since June, 2018 but hasn't been changed in the Land Use Bylaw.

## **OPTIONS & BENEFITS:**

Options are to pass, defeat, or table first reading of the bylaw.

**Author:** L Washkevich      **Reviewed by:** C Smith      **CAO:** \_\_\_\_\_

**COSTS & SOURCE OF FUNDING:**

Costs will consist of advertising the public hearing which will be borne by the Planning Departments operating budget.

**SUSTAINABILITY PLAN:**

The sustainability plan does not address any topics that affect this bylaw amendment.

**COMMUNICATION:**

The bylaw amendment will be advertised as per MGA requirements.

**RECOMMENDED ACTION:**

Motion 1

Simple Majority       Requires 2/3       Requires Unanimous

That first reading be given to Bylaw 1123-18 being a Land Use Bylaw Amendment to amend Sections 5.8.5, 5.15.4 and 6.3.2, to reflect the Municipal Government Act changes, increasing the appeal period for development permits from 14 days to 21 days, subject to public hearing input.

Author: L Washkevich      Reviewed by: C Smith      CAO: \_\_\_\_\_



**BYLAW NO. 1123-18**  
**BEING A BYLAW OF**  
**MACKENZIE COUNTY**  
**IN THE PROVINCE OF ALBERTA**

**TO AMEND THE**  
**MACKENZIE COUNTY LAND USE BYLAW**  
**TO AMEND THE DEVELOPMENT PERMIT APPEAL PERIOD**  
**IN SECTION 5.8.5, 5.15.4, AND 6.3.2.**

**WHEREAS**, Mackenzie County has a Municipal Development Plan adopted in 2009, and

**WHEREAS**, Mackenzie County has adopted the Mackenzie County Land Use Bylaw in 2017, and

**WHEREAS**, the Council of Mackenzie County, in the Province of Alberta, has deemed it desirable to amend the Mackenzie County Land Use Bylaw Sections 5.8.5, 5.15.4 and 6.3.2, in accordance with the Municipal Government Act increasing the development permit appeal period from fourteen days (14) days to **twenty one (21) days** subject to public hearing input.

**NOW THEREFORE**, THE COUNCIL OF THE MACKENZIE COUNTY, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, HEREBY ENACTS AS FOLLOWS:

1. That Mackenzie County Land Use Bylaw Section 5.8.5 Permitted Use, with a Variance, or Discretionary Use Development Permits be amended with the following change in accordance with Municipal Government Act:

5.8.5 A DEVELOPMENT PERMIT issued for a PERMITTED USE requiring a variance or a DISCRETIONARY USE does not come into effect until ~~fourteen (14) days~~ **twenty one (21) days** after a notice of decision appears in a local newspaper and provided no appeal has been received against the development.

2. That Mackenzie County Land Use Bylaw Section 5.15.4 Subdivision and Development Permit Appeals, Procedure for Appeals be amended with the following change in accordance with Municipal Government Act:

5.15.4 A DEVELOPMENT appeal to a SUBDIVISION AND DEVELOPMENT APPEAL BOARD or INTER-MUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD is to be commenced by filing a notice of the appeal, containing reasons, to the ~~Secretary~~ **Clerk** of the SUBDIVISION AND DEVELOPMENT APPEAL BOARD or INTER-MUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD within ~~fourteen (14) days~~ **twenty one (21) days** in the case of an appeal by:

- a. The applicant after:
    - i. The date the applicant is notified of the decision; or
    - ii. If no decision is made on the DEVELOPMENT PERMIT application within forty (40) days of the application being made or the date that period of any extension of it expires.
  - b. A person affected, after the date on which the COUNTY publishes notice of the DEVELOPMENT PERMIT decision in a newspaper circulating in the COUNTY.
3. That Mackenzie County Land Use Bylaw Section 6.3.2 Non-Compliance be amended with the following change in accordance with Municipal Government Act:

6.3.2 A person whose DEVELOPMENT PERMIT is cancelled, suspended or modified under this Subsection may appeal to the SDAB in accordance with Section 5.15 ~~within fourteen (14) days~~ **twenty one (21) days** of notice of such action.

READ a first time this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

PUBLIC HEARING held this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

READ a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

READ a third time and finally passed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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Joshua Knelsen  
Reeve

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Lenard Racher  
Chief Administrative Officer



Mackenzie County

# REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>November 13, 2018</b>
<b>Presented By:</b>	<b>Byron Peters, Deputy Chief Administrative Officer</b>
<b>Title:</b>	<b>Bylaw 1124-18 Cannabis Consumption Bylaw</b>

**BACKGROUND / PROPOSAL:**

Cannabis was legalized in Canada on October 17, 2018. In response to federal legalization several Albertan municipalities have already taken measures to limit public cannabis consumption through municipal bylaw.

According to the Cannabis Legislative Framework for Alberta, municipalities have the authority to regulate the consumption of cannabis in public places. Public cannabis consumption mirrors the *Alberta Tobacco and Smoking Reduction Act* which enables municipalities to regulate, restrict and prohibit tobacco smoking in public places. This is also stated in Section 7 of the *Municipal Government Act*, R.S.A. 2000 c. M-26, that municipal Councils may pass bylaws respecting the safety, health and welfare of people and the protection of people and property.

**OPTIONS & BENEFITS:**

Options are to pass, defeat, or table first reading of the bylaw.

**COSTS & SOURCE OF FUNDING:**

Costs of advertising will be covered by the Planning and Development operating budget. Should consultation take place additional fees will be covered by the Planning and Development operating budget.

**Author:** C Smith      **Reviewed by:** B Peters      **CAO:** \_\_\_\_\_

**SUSTAINABILITY PLAN:**

An item this specific is not mentioned in the sustainability plan but the intension of the plan is to promote a better quality of life for all residents.

**COMMUNICATION:**

According to the Public Participation Policy ADM056, Council and administration have the option to either inform the public or to consult the public.

To inform the public, we would simply advertise the bylaw before second and third reading. In order to consult the public, a survey, polls, open houses, or public hearing would have to take place to give the public an opportunity to voice their opinions and give feedback.

Considering that this bylaw will affect all residents, and visitors to the municipality, administration recommends that consultation take place.

**RECOMMENDED ACTION:**

- Simple Majority       Requires 2/3       Requires Unanimous

That first reading be given to Bylaw 1124-18 being the Cannabis Consumption Bylaw.

Author: C Smith      Reviewed by: B Peters      CAO: \_\_\_\_\_

**BYLAW NO 1124-18**  
**BEING A BYLAW OF**  
**MACKENZIE COUNTY**  
**IN THE PROVINCE OF ALBERTA**

**FOR THE PURPOSE OF RESTRICTING THE**  
**CONSUMPTION OF CANNABIS IN PUBLIC PLACES**  
**WITHIN THE MUNICIPALITY OF MACKENZIE COUNTY**

**WHEREAS** the House of Commons has given three readings to the Cannabis Act (Bill C-45, *An Act respecting cannabis and to amend the Controlled Drugs and Substances Act, the Criminal Code and other Acts*, 1<sup>st</sup> Sess, 42<sup>nd</sup> Parl, 2017) which permits persons to possess cannabis if purchased from an authorized person;

**AND WHEREAS** the Cannabis Act has come into force as of October 17, 2018;

**AND WHEREAS** the Province of Alberta has enacted An Act to Control and Regulate Cannabis, S.A. 2017, c. 21 which will place restrictions on the smoking or vaping of cannabis in public places;

**AND WHEREAS** pursuant to section 7 of the Municipal Government Act, R.S.A. 2000, c.M-26, Council may pass bylaws respecting:

- a) the safety, health and welfare of people and the protection of people and property;
- b) people activities and things in, on or near a public place or place that is open to the public; and
- c) the enforcement of bylaws made under the Municipal Government Act or any other enactment;

**AND WHEREAS** Council deems it necessary to impose additional restrictions on the smoking, vaping and other forms of consumption of cannabis in public places to prevent behaviours and conduct that may have a negative impact on the enjoyment of public places;

**NOW, THEREFORE, THE COUNCIL OF MACKENZIE COUNTY IN THE PROVINCE OF ALBERTA ENACTS AS FOLLOWS:**

**SHORT TITLE**

1. This Bylaw may be cited as the Mackenzie County “Cannabis Consumption Bylaw”.

**DEFINITIONS AND INTERPRETATION**

2.1 In this Bylaw:

- a) “Cannabis” has the meaning given to it in the Cannabis Act;

- b) "Cannabis Act" means Bill C-45, *An Act respecting cannabis and to amend the Controlled Drugs and Substances Act, the Criminal Code and other Acts*, 1<sup>st</sup> Sess, 42<sup>nd</sup> Parl, 2017;
- c) "*Bylaw Enforcement Officer*" means the person appointed to the position of Bylaw Enforcement Officer pursuant to Bylaw 888-13;
- d) "*Chief Administrative Officer*" (otherwise known as the "CAO") means the person appointed by Council into the position of CAO pursuant to the Act;
- e) "*Electronic Smoking Device*" means an electronic device that can be used to deliver a vapour, emission or aerosol to the person inhaling from the device, including but not limited to an electronic cigarette, cigar, cigarillo or pipe;
- f) "*Officer*" means a Bylaw Enforcement Officer appointed pursuant to Bylaw 888-13, or a Peace Officer appointed pursuant to the *Peace Officer Act*, S.A. 2006, c. P-3.5;
- g) "*Public Place*" includes any place to which the public has access as of right or by invitation, express or implied;
- h) "*Smoke*" or "*Smoking*" means:
  - a. inhaling or exhaling the smoke produced by burning or heating *Cannabis*;  
or
  - b. holding or otherwise having control of any device or thing containing lit or heated *Cannabis*;
- i) "*Vape*" or "*Vaping*" means:
  - a. inhaling or exhaling the vapour, emissions or aerosol produced by an *Electronic Smoking Device* or similar device containing *Cannabis*, or
  - b. holding or otherwise having control of an *Electronic Smoking Device* that is producing vapour, emissions or aerosol from *Cannabis*.

2.2 All schedules attached to this Bylaw form part of this Bylaw.

2.3 Headings or sub-headings are inserted for ease of reference and guidance purposes only and do not form part of this Bylaw.

2.4 Where this Bylaw cites or refers to any act, regulation, code or other bylaw, the citation or reference is to the act, regulation, code or other bylaw as amended, whether amended before or after the commencement of this Bylaw, and includes

reference to any act, regulation, code or other bylaw that may be substituted in its place.

- 2.5 Each provision of this Bylaw is independent of all other provisions and if any provision is declared invalid for any reason by a court of competent jurisdiction, all other provisions of this Bylaw remain valid and enforceable.
- 2.6 Nothing in this Bylaw relieves a person from complying with any provision of any federal, provincial or municipal law or regulation or any requirement of any lawful permit, order or license.

### **PROHIBITION**

- 3.1 A person must not *Smoke, Vape* or consume *Cannabis* in any *Public Place*.

### **MEDICAL CANNABIS**

- 4.1 A person who is entitled to possess *Cannabis* pursuant to a medical document issued pursuant to the *Access to Cannabis for Medical Purposes Regulations*, SOR/2016-230 is not subject to this Bylaw.
- 4.2 A person referred to in subsection (1) must, on demand of an *Officer*, produce a copy of the person's medical document.

### **OFFENCES**

- 5.1 Any person who contravenes any provision of this Bylaw by doing any act or thing which the person is prohibited from doing, or by failing to do any act or thing the person is required to do, is guilty of an offence pursuant to this Bylaw.

### **ENFORCEMENT**

- 6.1 Where an *Officer* believes that a person has contravened any provision of this Bylaw, the *Officer* may commence proceedings against the person by issuing a violation ticket in accordance with the *Provincial Offences Procedure Act*, R.S.A. 2000, c. P-34.
- 6.2 This section shall not prevent an *Officer* from issuing a violation ticket requiring a court appearance of the defendant pursuant to the *Provincial Offences Procedures Act* or from laying an information instead of issuing a violation ticket.

### **PENALTY**

- 7.1 Where there is a specified penalty listed for an offence in Schedule A to this Bylaw, that amount is the specified penalty for the offence.

7.2 Where there is a minimum penalty listed for an offence in Schedule A to this Bylaw, that amount is the minimum penalty for the offence.

7.3 In this section, “specified penalty” means an amount that can be paid by a person who is issued a violation ticket and is authorized to make a voluntary payment without a Court appearance.

**GENERAL**

8.1 This bylaw comes into force and effect upon third reading by Council.

READ a first time this \_\_\_\_ day of \_\_\_\_\_, 2018.

READ a second time this \_\_\_\_ day of \_\_\_\_\_, 2018.

READ a third time and finally passed this \_\_\_\_ day of \_\_\_\_\_, 2018.

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Joshua Knelsen  
Reeve

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Lenard Racher  
Chief Administrative Officer



**SCHEDULE "A"**

**PENALTY**

<b>Section</b>	<b>Description of Offence</b>	<b>Minimum Penalty</b>	<b>Specified Penalty</b>
3	<i>Smoke, Vape or consume Cannabis in Public Place</i>	\$50	\$100

## Mackenzie County

<b>Title</b>	<b>Public Participation Policy</b>	<b>Policy No:</b>	<b>ADM056</b>
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<b>Legislation Reference</b>	Municipal Government Act Section 216.1 Public Participation Policy Regulation
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### **Purpose**

Public participation is essential to the municipal decision making process. The purpose of this policy is to recognize the value of public participation and create opportunities for meaningful public participation in decisions that directly impact the public.

This Public Participation Policy does not modify or replace the statutory public hearing requirements in the *Municipal Government Act*.

### **General Principles**

Council recognizes that good governance includes engaging Municipal Stakeholders in Public Participation by:

1. Creating opportunities for Municipal Stakeholders who are affected by a decision to influence the decision;
2. Promoting sustainable decisions by recognizing various Municipal Stakeholder interests;
3. Providing Municipal Stakeholders with the appropriate information and tools to engage in meaningful participations; and
4. Recognizing that although councillors are elected to consider and promote the welfare and interest of the Municipality as a whole and are generally required to vote on matters brought before Council, facilitating Public Participation for matters beyond those where public input is statutorily required can enrich the decision making process.

### **Definitions**

“CAO” means the Chief Administrative Officer of the Municipality or their delegate.

“Consensus Building” means an agreement reached by Council and all interested stakeholders when all parties agree that they can live with the matter being proposed after every effort has been made to meet all relevant interests.

“Council” means the elected governing body of a municipality.

“Delegated decision” means the assignment of decision making authority to public members.

“Municipal Stakeholders” means the residents of the Municipality, as well as other individuals, organizations or persons that may have an interest in, or are affected by, a decision made by the Municipality.

“Participatory decision making” means involving public members in the decision making process through shared leadership and the exchange of information, ideas and perceptions.

“Public Advisory Committee” means a Council appointed ad hoc committee on which public members observe, advise and liaise on behalf of all citizens for consideration by Council and Administration. Committee terms of reference are to be developed as required for individual Council decisions.

“Public Participation” includes a variety of non-statutory opportunities where Municipal Stakeholders receive information and/or provide input to the Municipality.

“Public Participation Plan” means a plan in which identifies which Public Participation Tools to be used to obtain public input in a particular circumstance.

“Public Participation Tools” means the tools that may be used, alone or in combination, to create Public Participation opportunities including, but not limited to:

- a. in-person participation which may include at-the-counter interactions, door-knocking, interviews, meetings, round-tables, town halls, open houses and workshops;
- b. digital participation which may include online workbooks, chat groups, webinars, message boards/discussion forums, and online polls or surveys;
- c. written participation which may include written submissions, email, and mail-in surveys, polls and workbooks; and
- d. Representative participation which may include being appointed to an advisory committee, ad hoc committee or citizen board.

### **Council Responsibilities**

5. Council shall:
  - a. Review and approve Public Participation Plans developed by the CAO in accordance with this Policy or as directed by Council;
  - b. Consider input obtained through Public Participation;
  - c. Review this Policy to ensure the Policy complies with all relevant legislation, municipal policies and the spirit and intent of Public Participation;
  - d. Ensure appropriate resources are available to solicit Public Participation in accordance with this Policy;

### **Administration Responsibilities**

6. The CAO shall:
  - a. In accordance with this Policy or as directed by Council, develop Public Participation Plans, for Council approval;
  - b. Implement approved Public Participation Plans;
  - c. Report the findings of the Public Participation to Council;
7. Administration will assess and identify when public participation is necessary and which type of participation should be used. When there is no legislative requirement for public consultation, administration will recommend to Council the level of participation required as per this policy.

### **Policy Expectations**

#### **Legislative & Policy Implications**

8. All Public Participation will be undertaken in accordance with the *Municipal Government Act*, the *Freedom of Information and Protection of Privacy Act* and any other applicable legislation.
9. All Public Participation will be undertaken in accordance with all existing municipal policies.

10. This Policy shall be available for public inspection and may be posted to the Municipality's website.

11. This Policy will be reviewed at least once every four years.

Public Participation Standards:

12. Public Participation will be conducted in a sustainable and inclusive manner having regard to different levels of accessibility.

13. Public Participation activities will be conducted in a professional and respectful manner.

14. Public Participation Plans will consider early, ongoing and diverse opportunities to provide input.

15. Municipal Stakeholders who participate in any manner of Public Participation are required to be respectful and constructive in their participation. Municipal Stakeholders who are disrespectful, inappropriate or offensive, as determined by Administration, may be excluded from Public Participation opportunities.

**Public Participation Plans**

16. When so directed by this Policy or Council, the CAO shall develop a Public Participation Plan for approval by council which shall consider the following:

- a. the nature of the matter for which Public Participation is being sought;
- b. the impact of the matter on Municipal Stakeholders;
- c. the demographics of potential Municipal Stakeholders in respect of which Public Participation Tools to utilize, levels of engagement and time for input;
- d. the timing of the decision and time required to gather input;
- e. what information is required, if any, to participate; and
- f. available resources and reasonable costs.

17. "Schedule A" identifies various events which Public Participation is required and what type of participation will be used.

18. "Schedule B" identifies the Public Participation Tools that may be used.

19. The CAO or designate is responsible for ensuring that this policy is enforced.

	<b>Date</b>	<b>Resolution Number</b>
<b>Approved</b>	2015-09-30	15-09-669
<b>Amended</b>	2018-07-25	18-07-522
<b>Amended</b>		

**SCHEDULE “A”  
Public Participation Plans**

<b>Category</b>	<b>Event</b>	<b>Type of Participation</b>
Council	Annual Budget	Inform
	Annual Report	Inform
	Strategic Plan	Inform
	Bylaw Review and Development	Inform or Consult
	Policy Review and Development	Inform
Planning and Development	New or Amended Municipal Development Plan, Area Structure Plans, Land Use Bylaw	Consult
	New or Amended Area Redevelopment Plans	Consult
	Planning Documents (ie. engineering standards, information management plans, etc.)	Consult or Collaborate
	New or Amended Community Sustainability Plan	Consult or Collaborate
Protective Services	Change in Service Level for Fire Department or Bylaw Enforcement	Inform
	Municipal Emergency Plan	Inform
Operations	Public Works Affecting Adjacent Landowners	Inform
	Construction of Infrastructure	Inform
	Traffic Management and Studies	Inform or Consult
Community Services	New Development Plans of Trail, Park or Green Space	Consult or Collaborate
	Public Access Buildings New Development or Closure	Consult or Collaborate
	Master Plans	Consult or Collaborate
Utilities	Construction of Infrastructure	Inform
	Studies	Inform or Consult

**SCHEDULE “B”  
Public Participation Tools**

<b>Type of Participation</b>	<b>Inform</b>	<b>Consult</b>	<b>Collaborate</b>
<b>Goal</b>	Provide public with balanced and objective information to assist them in understanding decisions.	Obtain public feedback throughout the decision making process, listen and respond to concerns.	Partner with the public during the decision making process by obtaining direct advice and using it to implement a decision.
<b>Description</b>	<ul style="list-style-type: none"> <li>• Decision is routine and part of the operations</li> <li>• Disclosure is required by law</li> <li>• There is an urgent need to respond to the public</li> </ul>	<ul style="list-style-type: none"> <li>• Public notification and input is required by law</li> <li>• The decision is a known concern to other parties</li> <li>• The decision will affect the lifestyle or habits of citizens</li> <li>• There is perceived risk associated with the decision</li> <li>• Council or Administration requests public input prior to making a decision</li> </ul>	<ul style="list-style-type: none"> <li>• Sharing the decision making process</li> <li>• Incorporating recommendations into the decisions to the maximum extent possible</li> <li>• Decision directly affects a large amount of the population</li> </ul>
<b>Process/Tools</b>	<ul style="list-style-type: none"> <li>• Newspaper</li> <li>• Website</li> <li>• Social Media</li> <li>• Radio</li> <li>• Letters</li> <li>• Flyers</li> <li>• Notices to adjacent landowners</li> </ul>	<ul style="list-style-type: none"> <li>• Survey</li> <li>• Polls</li> <li>• Open House</li> <li>• Public Hearing</li> <li>• Council Meeting Delegation</li> </ul>	<ul style="list-style-type: none"> <li>• Public Advisory Committee</li> <li>• Consensus Building</li> <li>• Participatory Decision Making</li> <li>• Delegated decisions</li> <li>• Plebiscite</li> </ul>





Mackenzie County

# REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>November 13, 2018</b>
<b>Presented By:</b>	<b>Byron Peters, Deputy Chief Administrative Officer</b>
<b>Title:</b>	<b>Moratorium on Applications for Road Allowances for Non-Municipal Use</b>

## **BACKGROUND / PROPOSAL:**

Shelterbelts, also known as “wind breaks” play an important role in the productivity of crops and are commonly misunderstood. The current trend among farmers is to farm “every acre”. However, the positive benefits of shelterbelts are far more valuable and offset the quantity of yield that could have been harvested. Listed below are the pros and cons of the impacts of shelterbelts:

### **Positive vs. Negative Impacts of Shelterbelts:**

#### **Pros**

- Snow entrapment
- Protects the soil and growing crops from wind and erosion
- Increases crop productivity
- Reduction of dust and odours
- Protects livestock and areas
- Screens unsightly areas
- Privacy
- Reduces energy costs
- Increases aesthetic value
- Provides a buffer between agricultural land and bodies of water
- Improves spring moisture conditions
- Wildlife habitat and shelter
- Improved safety in winter due to reduced snow drifting

#### **Cons**

- Labour requirement
- Maintenance
- Spraying for insects or disease in shelterbelts

**Author:** C Smith      **Reviewed by:** B Peters      **CAO:** \_\_\_\_\_

- Shelterbelt best practices (i.e. spacing, tree and shrub selection, setbacks, design) are not common knowledge
- Viewed as land that could be used for more crop production

The Land Stewardship Committee feels that the positive effects outweigh the negative effects therefore the clearing of road allowances for non-municipal use should be limited. The Land Stewardship Committee has taken the position to encourage shelterbelts/ windrows within the municipality.

The municipality has the authority to restrict the use of their road allowances for anything other than road construction. Currently, the County enter into license agreements with farmers for the use of the road allowance adjacent to their land for \$1.00. The farmers then clear the road allowance to increase their farmable acres.

It is recommended that the County implement an overarching policy and procedure that will guide the County's vision and direction regarding shelterbelts. In order for administration achieve this it will take research and drafting documents for different authorities to comment on.

To support the position taken on road allowances and to allot administration the time needed, the Land Stewardship Committee made the following motion:

**LSC-18-10-010**      **MOVED** by Beth Kappelar

*That the Land Stewardship Committee recommend to Council that a three (3) year moratorium be placed on the development of road allowances for non-municipal use until new policies and procedures are in place.*

**CARRIED**

The three (3) year moratorium on the development of road allowances for non-municipal use will give the committee and administration an opportunity to create a policy and procedure on how to go forward with this issue.

**OPTIONS & BENEFITS:**

Administration has no concerns with this request.

Options are to pass, defeat, or table the motions.

**COSTS & SOURCE OF FUNDING:**

None at this time.

**Author:** C Smith      **Reviewed by:** B Peters      **CAO:** \_\_\_\_\_

**SUSTAINABILITY PLAN:**

**Goal N3** Optimal use is made of County farm land.

**COMMUNICATION:**

This item should be advertised to inform the public.

**RECOMMENDED ACTION:**

Simple Majority       Requires 2/3       Requires Unanimous

That a three (3) year moratorium be placed on the development of road allowances for non-municipal use until new policies and procedures are in place to determine priority, and future use.

**Author:** C Smith      **Reviewed by:** B Peters      **CAO:** \_\_\_\_\_





Mackenzie County

## REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>November 13, 2018</b>
<b>Presented By:</b>	<b>Byron Peters, Deputy Chief Administrative Officer</b>
<b>Title:</b>	<b>Inter-municipal Development Plan Exemption with County of Northern Lights</b>

### **BACKGROUND / PROPOSAL:**

Administration met with the County of Northern Lights on July 4, 2018 in Manning, AB to discuss the minimum requirements and options available for the Inter-municipal Development Plan (IDP) and the Inter-municipal Collaborative Framework (ICF).

The decision was made that there is no need for an Inter-municipal Development Plan considering that all land adjacent to the municipal boundaries are owned by the Crown.

The Minister of Municipal Affairs signed a Ministerial Order on July 19, 2018 that allows two or more councils of municipalities that have common boundaries where the entire area along one or both sides of the common boundary is composed entirely of federal or provincial crown land are **EXEMPT** from the requirements of an IDP on the condition that all parties agree to apply the exemption by resolution and file copies of the resolutions with the Minister within 90 days of the date each resolution is passed.

Council must pass a resolution before November 26, 2018 (90 days) in order to apply for the IDP, the motion mirrors the motion that was made at the August 28, 2018 County of Northern Lights Regular Council meeting.

### **OPTIONS & BENEFITS:**

Administration has no concerns with this request.

Options are to pass, defeat, or table the motion.

**Author:** C Smith      **Reviewed by:** B Peters      **CAO:** \_\_\_\_\_

**COSTS & SOURCE OF FUNDING:**

None at this time.

**SUSTAINABILITY PLAN:**

The Sustainability Plan insinuates that regional partnerships be built and maintained to advocate for northern Alberta.

**COMMUNICATION:**

None required at this time, if approved, a letter with the resolution must be sent to the Minister of Municipal Affairs.

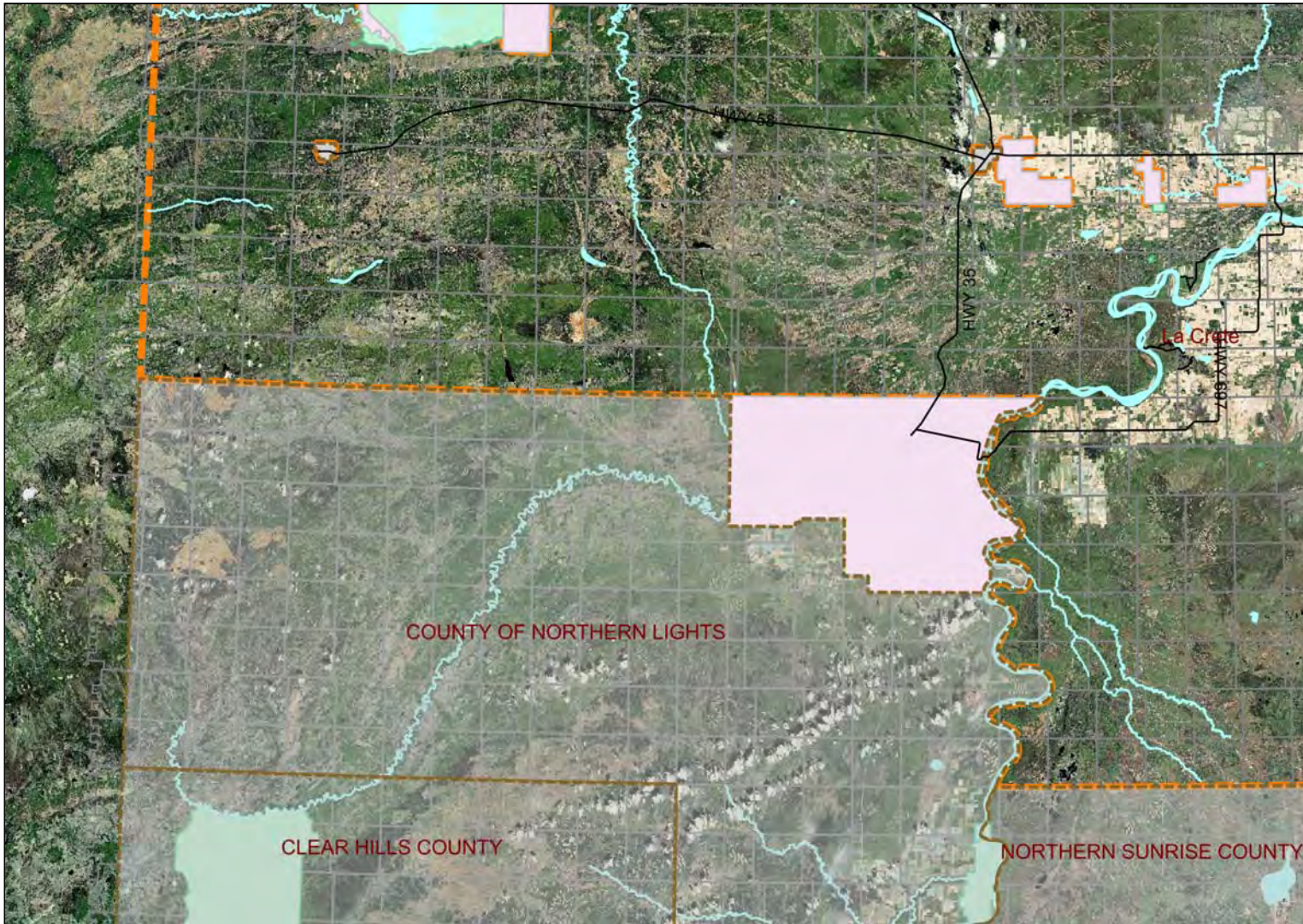
**RECOMMENDED ACTION:**

Simple Majority       Requires 2/3       Requires Unanimous

That the Minister of Municipal Affairs be requested to grant an exemption from the Inter-municipal Development Plan (IDP) requirements under the Municipal Government Act, pertaining to the County of Northern Lights and Mackenzie County as the entire area along one side of the common boundary is crown land.

Author: C Smith      Reviewed by: B Peters      CAO: \_\_\_\_\_





### Legend

- Parks
- Hydro Features
- County Boundary
- Surrounding Municipalities
- Township Grid
- Map Labels
- Indian Reserves



10 Mi   
 10 Km

Scale 1: 1,218,873

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**06.0 Municipal/CAO & Departmental Reports/Business**

06.1 Government Services

06.1.1 Council/Legislative

*A. Northern Sunrise County – workshop invitation*

**331/28/08/18** **MOVED BY Councillor Halabisky to acknowledge receipt of the Northern Sunrise County – workshop invitation; and accept for information.**  
**CARRIED**

*B. Northern Leaders' Summit*

**332/28/08/18** **MOVED BY Councillor Loogman to acknowledge receipt of the Northern Leader's Summit workshop invitation and postponement.**  
**CARRIED**

*C. Alberta Development Officer's Week Proclamation Request*

**333/28/08/18** **MOVED BY Councillor Reese to acknowledge receipt of the Alberta Development Officer's Week Proclamation Request; and proclaim the week of September 24 to 28, 2018 as Alberta Development Officer's Week in the County of Northern Lights.**  
**CARRIED**

*D. Battle River Rodeo – 2018 donation*

**334/28/08/18** **MOVED BY Councillor Anderson to acknowledge receipt of the Battle River Rodeo – 2018 donation letter; and that the Battle River Ag. Society be advised that the donation does not need to be returned.**  
**CARRIED**

*E. Stone Brook Open House & North Peace Housing Presentation Invitation*

**335/28/08/18** **MOVED BY Councillor Halabisky to acknowledge receipt of the Stone Brook Open House & North Peace Housing Presentation Invitation; and send Councillors Yasinski, Loogman and Reeve Ungarian to attend the event on Friday, September 7<sup>th</sup>, 2018 from 11:00 a.m. to 3:00 p.m. at the Stone Brook Supportive Living Community.**  
**CARRIED**

*F. Clear Hills County Intermunicipal Development Plan (IDP)*

**336/28/08/18** **MOVED BY Councillor Reese to acknowledge receipt of the Clear Hills County Intermunicipal Development Plan Report; and that the Minister of Municipal Affairs be requested to grant an exemption from the IDP requirements under the Municipal Government Act, pertaining to the County of Northern Lights and Clear Hills County as the majority of land along both sides is mainly crown land.**  
**CARRIED**

*G. Request to Attend – North American Caribou Workshop*

**337/28/08/18** **MOVED BY Councillor Loogman to acknowledge receipt of the North American Caribou Workshop request; and to find the funds and to send the Reeve to Ottawa.**  
**CARRIED**

*H. Mackenzie County Intermunicipal Development Plan (IDP)*

**338/28/08/18** **MOVED BY Councillor Halabisky to acknowledge receipt of the Mackenzie County Intermunicipal Development Plan Report; and that the Minister of Municipal Affairs be requested to grant an exemption from the IDP requirements under the Municipal Government Act, pertaining to the County of Northern Lights and Mackenzie County as the entire area along one side of the common boundary is crown land.**  
**CARRIED**

*I. Intermunicipal Committee Terms of Reference*

**339/28/08/18** **MOVED BY Councillor Reese to acknowledge receipt of the Intermunicipal Committee Terms of Reference; and that the Intermunicipal Committee Terms of Reference be adopted as presented.**  
**CARRIED**

*J. Greenview Clay Shoot Tournament 2018*

**340/28/08/18** **MOVED BY Councillor Anderson to acknowledge receipt of the Greenview Clay Shoot Tournament 2018; and accept it as information.**  
**CARRIED**





Mackenzie County

# REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>November 13, 2018</b>
<b>Presented By:</b>	<b>Byron Peters, Deputy Chief Administrative Officer</b>
<b>Title:</b>	<b>Inter-municipal Development Plan Exemption with Municipal District of Opportunity No. 17</b>

## **BACKGROUND / PROPOSAL:**

Administration met with the M.D. of Opportunity No. 17 on September 24, 2018 in Slave Lake, AB to discuss the minimum requirements and options available for the Inter-municipal Development Plan (IDP) and the Inter-municipal Collaborative Framework (ICF).

The decision was made that there is no need for an Inter-municipal Development Plan considering that all land adjacent to the municipal boundaries are owned by the Crown.

The Minister of Municipal Affairs signed a Ministerial Order on July 19, 2018 that allows two or more councils of municipalities that have common boundaries where the entire area along one or both sides of the common boundary is composed entirely of federal or provincial crown land are **EXEMPT** from the requirements of IDP on the condition that all parties agree to apply the exemption by resolution and file copies of the resolutions with the Minister within 90 days of the date each resolution is passed.

Council must pass a resolution in order to apply for the IDP, the motion mirrors the motion that will be taken to the November 14, 2018 M.D. of Opportunity No. 17 Regular Council meeting.

## **OPTIONS & BENEFITS:**

Administration has no concerns with this request.

Options are to pass, defeat, or table the motion.

**Author:** C Smith      **Reviewed by:** B Peters      **CAO:** \_\_\_\_\_

**COSTS & SOURCE OF FUNDING:**

None at this time.

**SUSTAINABILITY PLAN:**

The Sustainability Plan insinuates that regional partnerships be built and maintained to advocate for northern Alberta.

**COMMUNICATION:**

None required at this time, if approved, a letter with the resolution must be sent to the Minister of Municipal Affairs.

**RECOMMENDED ACTION:**

Simple Majority       Requires 2/3       Requires Unanimous

That based on the fact that the entire joint boundary of Mackenzie County and the Municipal District of Opportunity No. 17 is composed entirely of federal and/or provincial crown land, the Reeve requests on behalf of Council that the Minister exempt Mackenzie County from the requirement of Section 631 of the Municipal Government Act that requires Mackenzie County to have an Inter-municipal Development Plan together with the Municipal District of Opportunity No. 17.

Author: C Smith      Reviewed by: B Peters      CAO: \_\_\_\_\_



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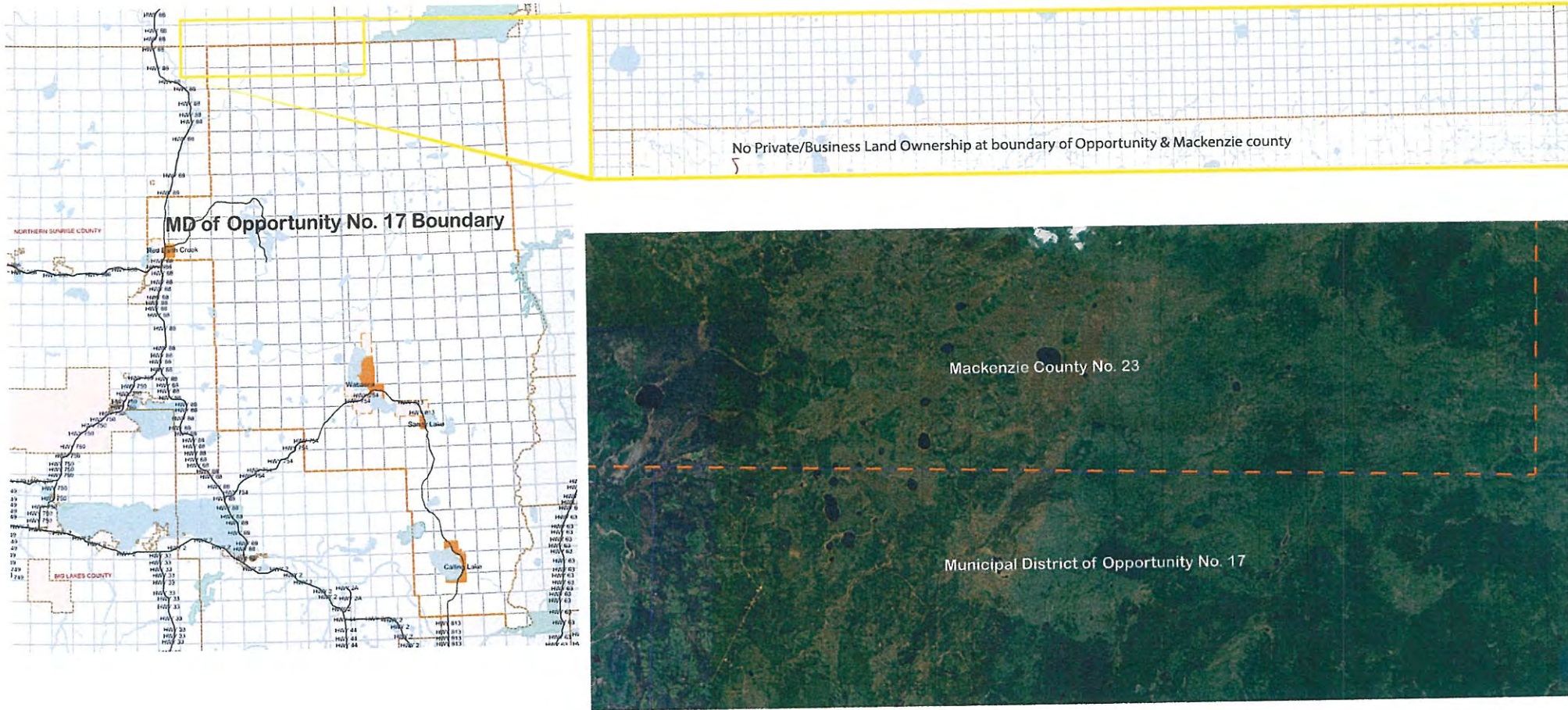
## IDP Exemption Resolutions (relating to the MD of Opportunity)

### Moved by the MD of Opportunity No. 17 that:

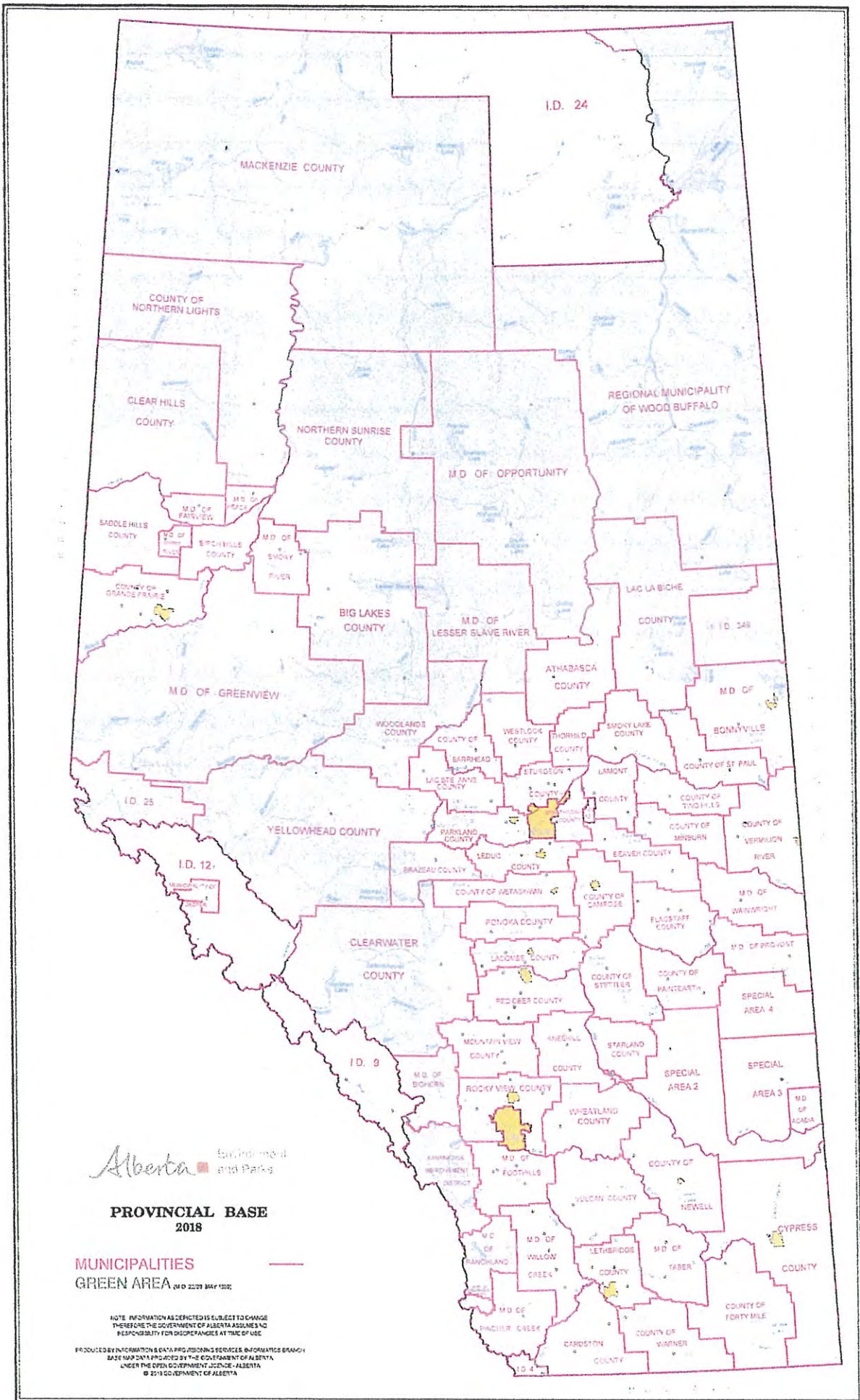
Based on the fact that the entire joint boundary of **Mackenzie County** and the MD of Opportunity No. 17 is composed entirely of federal and/or provincial crown land, the Reeve request on behalf of Council that the Minister exempt the MD of Opportunity No. 17 from the requirement of Section 631 of the MGA that requires the MD of Opportunity to have an IDP together with **Mackenzie County**.

*“Land of Opportunity”*

# Land Ownership at the North edge of the Municipal District of Opportunity #17 boundary between Opportunity and Mackenzie County No.23







Alberta  Environment and Parks

**PROVINCIAL BASE  
2018**

**MUNICIPALITIES  
GREEN AREA** 

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Mackenzie County

# REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>November 13, 2018</b>
<b>Presented By:</b>	<b>Carol Gabriel, Director of Legislative &amp; Support Services</b>
<b>Title:</b>	<b>Bylaw 1083-17 Organizational and Procedural Matters of Council, Council Committees and Councillors</b>

## BACKGROUND / PROPOSAL:

The organizational/procedural bylaw is reviewed annually at the organizational meeting.

First reading of Bylaw 1083-17 was given on October 23, 2017. Second reading of the Bylaw was given on October 23, 2018. Changes made at first reading are shown highlighted in green and second reading are shown highlighted in blue in the attached bylaw.

Additional changes shown highlighted in yellow are:

- All references to “In-Camera” meetings have been changed to “Closed Meeting” to keep in line with the Municipal Government Act.
- Section 93 was changed to include an option for Council to hold a Public Hearing outside of a regular Council meeting setting if required.

## OPTIONS & BENEFITS:

## COSTS & SOURCE OF FUNDING:

## SUSTAINABILITY PLAN:

Author: C. Gabriel Reviewed by: \_\_\_\_\_ CAO: \_\_\_\_\_

**COMMUNICATION:**

Municipal bylaws are made available on the Mackenzie County website.

**RECOMMENDED ACTION:**

- Simple Majority       Requires 2/3       Requires Unanimous

That third reading be given to Bylaw 1083-17 being the organizational and procedural bylaw for Mackenzie County.

Author: C. Gabriel      Reviewed by: \_\_\_\_\_      CAO: \_\_\_\_\_



**BYLAW NO. 1083-17**

**BEING A BYLAW OF MACKENZIE COUNTY  
IN THE PROVINCE OF ALBERTA**

**TO PROVIDE THE ORGANIZATIONAL AND PROCEDURAL MATTERS  
OF COUNCIL, COUNCIL COMMITTEES AND COUNCILLORS**

**WHEREAS**, the Municipal Government Act, RSA 2000, c. M-26 provides for the establishment of Council committees and other bodies, procedure and conduct of Council, Council committees and other bodies established by Council and the conduct of Councillors and members of Council committees and other bodies established by Council; and

**WHEREAS**, the MGA provides for organizational and procedural matters of Council, Council committees and Councillors.

**NOW THEREFORE**, the Council of Mackenzie County, duly assembled, enacts as follows:

**TITLE**

1. This bylaw shall be cited as the "Procedural Bylaw".

**DEFINITIONS**

2. In this bylaw:

- a. "Act" means the *Municipal Government Act*, RSA 2000, c.M-26, any regulations thereunder, and any amendments or successor legislation thereto;
- b. "Administration" means the Chief Administrative Officer or an employee accountable to the CAO employed by the Municipality.
- c. "Agenda" is the list of items and orders of business for any meeting of Council or a Council Committee;
- d. "Chief Administrative Officer" (otherwise known as the "CAO") means the person appointed by Council into the position of CAO pursuant to the *Act*.
- e. "Chairperson" means the person who presides at a Meeting, and, when in attendance at a Council Meeting, shall mean the Reeve **or alternate chair**.
- f. ~~"In-Camera"~~ **"Closed Meeting"** means the portion of the meeting at which only members of Council and other persons designated by Council may attend.

- g. "Corporate Office" means the office located at 4511-46 Avenue in the Hamlet of Fort Vermilion, Alberta.
- h. "Council Committee" means a committee, board, or other body established by Council under the Act;
- i. "Councillors" means a duly elected Member of Council, including the Reeve.
- j. "Deputy Reeve" means the Deputy Chief Elected Official or Councillor who is appointed by Council pursuant to the *Act* to act as Reeve in the absence or incapacity of the Reeve.
- k. "Ex-Officio" means a member of a Committee, by virtue of the right to hold a public office such as a Reeve, and has the right to make motions and vote.
- l. "Meeting" means an organizational, regular, or special meeting of Council or Committee.
- m. "Member" means a duly elected Member of Council or a duly appointed Member of a Committee.
- n. "Municipality" means Mackenzie County.
- o. "Public Hearing" means a meeting or portion of a meeting that council is required to hold under the *Act* or another enactment for the primary purpose of hearing submissions;
- p. "Reeve" means the Chief Elected Official for the Municipality pursuant to the Act.
- q. "Quorum" is the majority of all members, being fifty (50) percent plus one (1), unless Council provides otherwise in this bylaw.

## **APPLICATION**

- 3. This Bylaw applies to all Council and Committee Meetings and shall be binding on all Councillors and Committee Members.
- 4. Notwithstanding Paragraph 3, where the Terms of Reference give Permission to a Committee to establish its own Meeting procedure, if there is a conflict between the Committee's established Meeting procedures and this Bylaw, that Committee's established Meeting procedures will have precedence over this Bylaw for the purposes of that Committee's Meetings.

## **INTERPRETATION**

5. When any matter relating to Meeting procedures is not addressed in this Bylaw, the matter shall be decided by reference to the most current edition of Roberts Rules of Order, if applicable.
6. Procedure is a matter of interpretation by the Reeve or the Committee Chair.
7. In the event of a conflict between the provisions of this Bylaw and Roberts Rules of Order, the provisions of this Bylaw shall apply.
8. In the absence of any statutory obligation, any provision of this Bylaw may be waived by Special Resolution of the Members in attendance at the Meeting.
9. In all cases throughout this Bylaw, reference to “he” or “she” shall mean males and females equally.

## **ROLE OF THE REEVE**

10. The Reeve, when present, shall preside as Chairperson over all Meetings of Council.
11. In the absence, incapacity, or inability, of the Reeve or Deputy Reeve to act, Council Members will elect from among themselves a Chairperson for the day to act as Reeve. This Member shall be referred to as “Acting Reeve” for the duration of that Meeting.
12. Unless otherwise provided in a bylaw, the Reeve shall be an ex-officio Member of all Committees.
13. The Reeve has all of the rights and privileges of other Committee Members.

## **ROLE OF THE CHAIRPERSON**

14. The Chairperson shall preside over the conduct of the Meeting, including the preservation of good order and decorum, ruling on Points of Order, replying to Points of Procedure and deciding on all questions relating to the orderly procedure of the meeting, subject to an appeal by a Councillor from any ruling of the Chairperson.
15. The Chairperson shall make reasonable efforts, including the calling of a recess, to ensure all Councillors in attendance at a Meeting are present while a vote is

being taken, unless a Councillor is excused from voting in accordance with the Act or this Bylaw.

16. No Councillor shall leave the Council meeting after a question is put to a vote until the vote is taken, unless the Act requires or permits them to abstain from voting.

17. When the Chairperson wishes to make a motion he/she shall vacate the Chair and request the Vice-Chairperson to assume the Chair.

18. The Chairperson may invite Persons to come forward from the audience to speak with permission of Council if it is deemed to be within the best interests of the issue being discussed, the public, and the conduct of good business.

### **ROLE OF THE CHIEF ADMINISTRATIVE OFFICER (CAO)**

19. The Chief Administrative Officer, in accordance with Sections 207 and 208 of the Act and in accordance with Bylaw 030/95, which created the position of the Chief Administrative Officer, is required to advise and inform Council in writing of its legislative responsibilities and ensure that the Municipality's policies and programs are implemented as well as to advise Council on the operation and affairs of the Municipality.

### **ORGANIZATIONAL MEETINGS**

20. An Organizational Meeting of Council shall be held not later than two weeks after the third Monday in October each year.

21. The CAO or Delegate shall fix the time, date and place of the Organizational Meeting.

22. The CAO or Delegate shall advertise at least three weeks prior to the Organizational Meeting, inviting applications for Committee vacancies which will be required to be filled that year.

23. The Organizational Meeting Agenda shall be restricted to:

- a. The election of the Reeve and Deputy Reeve annually;
- b. The administration of the Oath of Office;
  - i. to the Reeve and Deputy Reeve annually
  - ii. to the entire Council following the municipal election
- c. Review of honorariums and expense reimbursement;
- d. Review of procedural bylaw;
- e. Review of the council/administration protocol policy;

- f. The establishment of Council Committees and Boards;
  - g. The establishment of membership on Committees and Boards;
  - h. The establishment of regular Council meeting dates for the year;
  - i. Other business as required by the Act, or which Council or the CAO may direct.
24. At the Organizational Meeting the CAO shall:
  - a. Call the Meeting to Order;
  - b. Preside over the Meeting until the Reeve has been elected and has taken the Oaths of Office as Reeve.
25. In the event that only one nomination is received for the position of Reeve or Deputy Reeve, that nominee shall be declared elected by acclamation by the CAO.
26. Where there is more than one nomination for Reeve or Deputy Reeve, the CAO shall request that voting be done by secret ballot.
27. If, on the first ballot, no Councillor receives a clear majority of votes, the Council Member who received the least number of votes shall be dropped from the ballot and the second ballot shall be taken. **This shall apply to both the Reeve and Deputy Reeve elections.**
28. On subsequent ballots, a Council Member who receives the least number of votes shall be dropped from the ballot until a Councillor receives a clear majority.
29. When there is a tie vote between two candidates, each candidate's name shall be written on a blank sheet of paper, of equal size and color, and deposited into a receptacle and someone shall be directed to withdraw one of the sheets. The candidate whose name appears on the sheet shall be considered to have one more vote than the other candidate.
30. All Members of Council hold office from the beginning of the Organizational Meeting following the General Election until immediately before the beginning of the Organizational Meeting following the next General Election, in accordance with the *Local Authorities Election Act*.
31. The appointment of Councillors and Members at Large to Committees shall be for a term of one year, unless otherwise specified, and by secret ballot if a vote is required.

## **QUORUM**

32. Quorum of Council is a majority of Councillors.
33. If quorum is not achieved within 30 minutes after the time the meeting was scheduled to begin, the CAO shall record the names of the members present, and the Council shall stand adjourned until the next regular or special meeting.
34. If at any time during a meeting the quorum is lost, the meeting shall be recessed and if quorum is not achieved again within 15 minutes, the meeting shall be deemed to be adjourned.

## **COMMITTEES**

35. Council may, by resolution or by Bylaw, establish Committees as are necessary or advisable for the orderly and efficient handling of the affairs of the Municipality and establish the Terms of Reference and duration of a Committee.
36. All Committee appointments shall be reviewed annually at the Organizational Meeting, unless otherwise specified in this Bylaw or the Terms of Reference.
37. Each Committee shall elect one (1) of its Members to be the Chairperson unless Council designates.
38. A Special or Ad-hoc Committee may be appointed at any time by Council providing that a motion has been adopted specifying the matters, duration of the Committee, and Terms of Reference to be dealt with by the Committee.

## **ALTERNATE COMMITTEE MEMBERS**

39. Council may appoint alternate committee members to ensure that proper representation and quorum is achieved.
40. Alternate representatives from Council may attend all committee meetings, except where legislation disallows. The alternate Council member may only vote at the committee meeting when the regular Council member is absent from the meeting.
41. Alternate members at large may attend committee meetings as a member of the committee when a regular member at large is absent from the meeting. They cannot vote on matters of the committee unless a regular member at large is absent from the meeting.

42. Alternate committee members are eligible to receive the same training that their respective committee is authorized to attend.

## REGULAR AND SPECIAL MEETINGS

43. The date and time of regular Council meetings shall be established by resolution at the Organizational Meeting or at any future Meeting of Council.
44. Regular meetings are generally held on the second Tuesday and the fourth Wednesday of the month, unless otherwise specified.
45. Regular meetings shall commence at 10:00 a.m. and shall be held in the Council Chambers located at the Municipality's Corporate Office, unless otherwise specified.
46. Council may, by resolution (unanimous consent), change the date, time and location of any of its Meetings.
47. All Meetings shall be open to members of the public, except for the ~~In-Camera~~ Closed Meeting portions of the Meeting.
48. The CAO or Delegate will post a schedule of regular meetings in the front foyer of all municipal offices and on the Municipality's website.
49. If there are changes to the date and time of a regular meeting, the municipality must give at least twenty-four (24) hours' notice of the change to all members and post the notice in a public office. Posting a public notice in the front foyer of the municipal offices and on the Municipality's Social Media is sufficient notice to the public if administration is unable to advertise the change in a local newspaper.
50. Council has the authority to move "~~In-Camera~~ into a Closed Meeting pursuant to Section 197 (2) of the Act for the purposes of :
- a. Protecting the Municipality, its operations, economic interests and delivery of its mandate from harm that could result from the release of certain information; and,
  - b. To comply with Division Two of Part One of the Freedom of Information and Protection of Privacy Act.
51. Matters which may be discussed "~~In-Camera~~ in a Closed Meeting include the following:
- a. Personnel matters;
  - b. Any information regarding contract negotiations;
  - c. Negotiations regarding acquisition, sale, lease or exchange of land;

- d. Matters involving litigation, or the discussion of legal advice provided to the Municipality; and
  - e. Matters concerning RCMP investigations or confidential reporting; and
  - f. Any other item that may be considered a private matter under the Freedom of Information and Protection of Privacy Act.
52. The Reeve may call a special council meeting whenever he/she considers it appropriate to do so or if he/she receives a written request for the meeting, stating its purpose, from a majority of the Councillors, in accordance with Section 194 of the Act.
53. No business other than that stated in the notice shall be conducted at any Special Meeting of Council unless all the Members of Council are present at the Special Meeting and the Council agrees to deal with the matter in question.

#### **CANCELLATION OF REGULAR AND SPECIAL MEETINGS**

54. A Council Meeting may be cancelled:
- a. By resolution of a majority of Members at a previously held Meeting; or
  - b. With written consent of a majority of the Members and by providing not less than twenty-four (24) hours notice to Members and the public.

#### **ELECTRONIC PARTICIPATION AT MEETINGS**

55. Council members may attend a Council meeting by means of electronic communication. Acceptable alternatives include through the use of telephone, ensuring that dialogue is available for both parties; through the use of a personal computer; or other means as technology advances.
56. A Council Member must advise the CAO or Delegate at least one (1) day in advance of their intention to participate through electronic communications.
57. A Council Member may attend regular or special Council Meetings by means of electronic communication to a maximum of three (3) times per calendar year, unless otherwise approved by Council resolution.
58. A Council Member attending a meeting via electronic communications is deemed to be present at the meeting for whatever period of time the connection via electronic communications remains active and will be recorded in the minutes as being present via electronic communication.
59. A Council Member attending a meeting via electronic communications must declare if any other persons are present in the room.



60. When a vote is called, Council Members attending the meeting by means of electronic communications shall be asked to state their vote only after all other Council Members have cast their votes by a show of hands.
61. When a Council Member attends ~~an "In-Camera" session~~ a Closed Meeting, via electronic communication, they will be required to confirm that they have attended the ~~"In-Camera" session~~ Closed Meeting alone in keeping with the definition in this Bylaw of ~~"In-Camera"~~ Closed Meeting.

## COUNCIL AGENDA

62. The agenda for each regular and special Meeting shall be organized by the CAO and compiled together with copies of all pertinent correspondence, statements, and reports provided to each member of Council at least two (2) working days prior to each regular meeting.
63. Any member of Council wishing to have an item of business placed on the agenda, shall make the submission to the Reeve and CAO not later than seven (7) calendar days prior to the scheduled Council meeting date.
64. ~~Any member of Council or~~ administration wishing to have an item of business placed on the agenda, shall make the submission to the CAO or Delegate not later than seven (7) calendar days prior to the scheduled Council meeting date. The submission shall contain adequate information to the satisfaction of the CAO to enable Council to deal with the matter.
65. Additions placed on the agenda at the Meeting shall be discouraged however an addition may be made to the agenda with a simple majority consent of the Members present. Actions resulting from the agenda additions require unanimous consent given by those Members present. Exceptions to actions requiring unanimous consent are a tabling motion or that the agenda item be received as information.
66. Documentation for ~~"In-Camera"~~ Closed Meeting items shall be distributed at the Council Meeting and must be returned to the CAO immediately after the Meeting. Large volume documentation may be distributed to Council prior to the Meeting.
67. The agenda shall list the order of business, as determined by the CAO, in consultation with the Reeve.

## MEETING MINUTES OF COUNCIL

68. The CAO or Delegate shall ensure that all Council Meeting minutes are recorded in the English language, without note or comment.

69. The CAO or Delegate shall ensure that the draft/unapproved Minutes of each Council Meeting be distributed to each Member of Council and administration within a reasonable amount of time after the holding of the Meeting.
70. A Councillor may make a motion requesting that the Minutes be amended to correct an inaccuracy or omission. However, the CAO or Delegate shall be advised of the challenge to the Minutes at least 24 hours before the Council Meeting at which the Minutes are to be officially adopted.
71. Only minor changes may be made to correct errors in grammar, spelling, and punctuation or to correct the omission of a word necessary to the meaning or continuity of a sentence; but no change shall be allowed which would alter or affect, in a material way, the actual decision made by Council.
72. Draft/unapproved Council Meeting Minutes will be made available to the public and media upon request.
73. The minutes of each Council Meeting shall be presented to Council for adoption at the next regular Meeting.
74. Adopted minutes of Council shall be made available at all municipal offices and posted on the Municipality's website.

## **PROCEEDINGS**

75. The Reeve or presiding officer, shall preserve order and decorum and shall decide order of questions.
76. Every member wishing to speak to a question or resolution shall address himself to the Reeve or presiding officer.
77. A resolution submitted to Council does not require a seconder.
78. A motion may be withdrawn by the mover at any time before voting.
79. The following motions are not debatable:
  - a. Adjournment
  - b. Take a recess
  - c. Question or privilege
  - d. Point of order
  - e. Limit debate on the matter before council
  - f. Division of a question

- g. Table the matter to another meeting
80. When a resolution has been made and is being considered by Council, no other resolution may be made and accepted, except:
    - a. To amend the motion;
    - b. To refer the main motion to committee of the whole, administration, a council committee or some other person or group for consideration;
    - c. To postpone consideration of the main motion; or
    - d. To table the motion.
  81. After any question is finally put to vote by the Reeve or other presiding officer, no member shall speak to the question, nor shall any other resolution be made until after the result of the vote has been declared.
  82. Voting on all matters shall be done by raising of the hand in such a clear manner that they may be easily counted by the presiding officer.
  83. Every member of Council attending a Council meeting must vote on a matter put to vote at the meeting unless the Councillor is required or permitted to abstain from voting.
  84. If there is an equal number of votes for and against a resolution or bylaw, the resolution or bylaw is defeated.
  85. When it is requested that a vote be recorded, the minutes must show the names of the Councillors present and whether each Councillor voted for and against a resolution or bylaw or abstained. A request for a recorded vote must be made before the vote is called.
  86. Any matter of meeting conduct that is not provided for in this Bylaw shall be determined in accordance with the current *Robert's "Rules of Order, Newly Revised"*.

## DELEGATIONS

87. All requests for delegations shall be submitted in writing to the CAO or Delegate, for approval, at least seven (7) calendar days prior to the proposed date for the delegation. The submission shall contain adequate information to the satisfaction of the CAO and Reeve to enable Council to deal with the matter.
88. The CAO or Delegate will review all delegation requests and determine if the request will be heard by Council, by a Council Committee or referred to

Administration for a response. The CAO may consult with the Reeve when required.

89. Delegations will not be heard if their matter falls under a legislated appeal process.

90. If it is recommended that Council hear the matter, the CAO or Delegate shall contact the person and provide a time in which they can speak.

91. If the request to speak is received after the time required or without the written submission, the CAO or Delegate may:

- a. Refer the matter to a Committee; or
- b. Recommend that Council hear from the person; or
- c. Offer to include the person on the agenda of a future Council meeting; or
- d. Refuse to hear from the person and refer the matter to Administration for reply.

92. Delegations will be limited to fifteen (15) minutes to present their matter and be limited to one (1) speaker, except where the Chair permits otherwise.

## **PUBLIC HEARINGS**

93. Public Hearings will be held in conjunction with a regular Council meeting, unless otherwise approved by resolution of Council.

94. Council shall hold a Public Hearing when an enactment requires Council to hold a Public Hearing on a proposed bylaw or resolution or any other matter at the direction of Council. The Public Hearing will be held before second reading of the proposed bylaw or before Council votes on a resolution.

95. Any Person who wishes to speak at a Public Hearing must be present at the scheduled time of the Hearing.

96. Any Person wishing to provide a written submission may deliver it to the CAO or Delegate at least seven (7) calendar days prior to the Public Hearing. Written submissions received will be included with the Agenda and will be released to the public.

97. Unless otherwise approved by resolution of Council, the following shall be the procedure for the conduct of the Public Hearing:

- a. The Chair of the Public Hearing shall declare the Public Hearing open;
- b. The Development Authority shall provide a brief background on the proposed bylaw or resolution, ensure public notification has been given, and present any written submissions received;
- c. The Chair shall call for anyone wishing to speak;

- d. Persons speaking will have only one opportunity to speak;
- e. Presentations shall be limited to five (5) minutes, unless the Chair permits otherwise;
- f. Each Person making a presentation shall give his/her name to be recorded in the Minutes;
- g. Council may ask questions of the speakers after each presentation if clarification on any matter is required;
- h. The Chair of the Public Hearing shall declare the Public Hearing closed.

98. After the close of the Public Hearing, Council may:
- a. Pass the proposed bylaw or resolution; or
  - b. Defeat the proposed bylaw or resolution; or
  - c. Make any amendment to the proposed bylaw or resolutions and proceed to pass it without further advertisement or hearing.

99. If there is more than one Public Hearing on the agenda, the Chair must close one Public Hearing before another Public Hearing is opened.

100. Council may change the date, time and place of a Public Hearing by resolution. If the date, time or place of the Public Hearing is changed, then the Public Hearing must be re-advertised.

101. Public participation through teleconference shall be made available at each County Office for major public hearings, as determined by resolution of Council.

## DEBATE OF RESOLUTIONS

102. A member may ask a question, stated concisely, of the previous speaker to explain any part of the previous speaker's remarks.
103. A member may ask questions of the CAO or administration to obtain information relating to a report presented to Council or to any clause contained therein, at the commencement of the debate on the report or on the clause.
104. When it is a member's turn to speak during debate, before speaking he/she may ask questions of the CAO, or administration in order to obtain information relating to the report or clause in question.
105. Any member may require the question or resolution under discussion to be read at any time during the debate but not so as to interrupt a member while speaking.
106. When the resolution has been declared as having been put to a vote, no member shall debate further on the question or speak any words except to request that the resolution be read aloud.

107. The Reeve or presiding officer shall determine when a resolution is to be put to a vote.

### **MOTIONS OUT OF ORDER**

108. It is the duty of the Chair to determine what motions are amendments to motions that are in order subject to challenge by a Member, and decline to put a motion deemed to be out of order.
109. The Chair shall advise the Members that a motion is out of order and cite the applicable rule or authority without further comment.
110. The Chair may refuse to accept a motion to refer, that has the effect of defeating the motion to which it refers, e.g. time constraints.
111. The following motions are out of order:
- a. A motion, similar to a motion voted on in the previous six (6) months, without reconsidering the original motion;
  - b. A motion contrary to law or a previous motion;
  - c. A motion similar to an item which has been tabled;
  - d. A motion to reconsider a motion to reconsider;
  - e. A motion referring an item to a Committee, if the final report of the Committee is complete; and
  - f. A motion which is out of scope of Council business.

### **RECONSIDERING AND RESCINDING A MOTION**

112. A Member wishing to reconsider, alter or rescind a motion already passed, or an action taken at a previous Meeting and when the matter does not appear on the Agenda, shall bring the matter forward by a Notice of Motion, which shall:
- a. Be considered at a Council Meeting;
  - b. Specify the Meeting proposed to bring the matter to; and
  - c. Indicate, in the substantive portion of the motion, the action which is proposed to be taken on the matter.
113. Notwithstanding the above, if Notice of Motion was not given, the requirement for Notice may be waived on a Two-Thirds vote.
114. Notwithstanding the other provisions of this section, no motion made or action taken shall be reconsidered unless:
- a. It is a motion made or an action taken at the same Meeting; or
  - b. It is a motion made or an action taken at a Meeting held six (6) months or more before its reconsideration; or

- c. Approval for reconsideration of a motion made or an action taken less than six (6) months earlier is given by a Two-Thirds vote prior to reconsideration.
115. A Member who voted with the prevailing side may move to reconsider a motion only at the same meeting or during any continuation of the meeting at which it was decided.
116. The following motions cannot be reconsidered:
- a. A motion which created a contractual liability or obligation, shall not be reconsidered, altered, varied, revoked, rescinded or replaced except to the extent that it does not attempt to avoid or interfere with the liability or obligation;
  - b. A motion to adjourn;
  - c. A motion to close nominations;
  - d. A request for division of a question;
  - e. A point of order, a point of privilege or a point of information;
  - f. A motion to recess;
  - g. A motion to suspend the Procedural Bylaw;
  - h. A motion to lift from the table;
  - i. A motion to bring forward; and
  - j. Motion to adopt the agenda.
117. A motion to reconsider or rescind is debatable only when the motion being reconsidered is debatable.

## **NOTICE OF MOTION**

118. A notice of motion may be given at any council meeting, but may not be dealt with at that meeting.
119. A notice of motion shall be given verbally and in writing to all members of council present. A copy of such notice of motion shall be given to the CAO upon adjournment of the meeting at which the notice is given.
120. Every notice of motion shall precisely specify the entire content of the motion to be considered, and shall be on the agenda for the next regular meeting of Council unless otherwise specified.

## **PECUNIARY INTEREST**

121. When a Member has a pecuniary interest in a matter before Council, a Council Committee or any other body, board, commission, committee or agency to which

the Member is appointed as a representative of the Council, the Member shall, if present:

- a. Disclose the general nature of the pecuniary interest prior to any discussion on the matter;
- b. Abstain from any discussion and voting on any question relating to the matter;
- c. Leave the room in which the meeting is being held until discussion and voting on the matter are concluded; if required;
- d. If the matter with respect to which the Member has a pecuniary interest is the payment of an account for which funds have previously been committed, it is not necessary for the Councillor to leave the room; and
- e. If the matter with respect to which the Member has a pecuniary interest is a question on which the Member as a tax payer, an elector or an owner has a right to be heard by the Council;
  - i. It is not necessary for the Member to leave the room; and
  - ii. The Member may exercise the right to be heard in the same manner as a person who is not a Member.

## **BYLAWS**

122. The CAO or Delegate must review the form of each proposed bylaw to ensure that it is consistent with the form of bylaw that Council may adopt from time to time.
123. Each proposed bylaw must include:
  - a. The bylaw number assigned to it by the CAO or Delegate; and
  - b. A concise title.
124. Where a Bylaw is presented to Council for enactment, the CAO or Delegate shall cause the number and short title of the Bylaw to appear on the Agenda.
125. The CAO or Delegate must make available a copy of the bylaw to each Councillor before the first reading of the bylaw.
126. A Bylaw shall be introduced for first reading by a motion that the Bylaw, specifying its number and short title, be read a first time.
127. When a Bylaw is subject to a Public Hearing, a Council, without amendment or debate, shall vote on the motion for first reading of a Bylaw and the setting of a public hearing date in accordance with the applicable form of notice. A Member may ask a question or questions concerning the bylaw provided that such questions are to clarify the intent, purpose or objective of the bylaw, and do not indicate the Member's opinion for or against the bylaw.



128. After the holding of the required public hearing, a bylaw shall be introduced for second reading by a motion that it be read a second time specifying the number of the bylaw.
129. After a motion for second reading of the bylaw has been presented, Council may:
  - a. Debate the substance of the bylaw; and
  - b. Propose and consider amendments to the bylaw.
130. A proposed amendment shall be put to a vote and if carried, shall be considered as having been incorporated into the bylaw at second reading.
131. When all amendments have been accepted or rejected the motion for second reading of the bylaw shall be voted on.
132. A bylaw shall not be given more than two readings at one meeting unless the Members present at the meeting unanimously agree that the bylaw may be presented for third reading at the same meeting at which it received two readings, provided that Council is not prohibited from giving more than two readings to a bylaw at one meeting by any valid enactment.
133. When Council unanimously agrees that a bylaw may be presented for third reading at a meeting at which it has received two readings, the third reading requires no greater majority of affirmative votes to pass the bylaw than if it has received third reading at a subsequent meeting.
134. A bylaw shall be adopted when a majority of the Members present vote in favour of third reading, provided that any applicable provincial statute does not require a greater majority.
135. A bylaw, which has been defeated at any stage, may be subject to a motion to reconsider in accordance with the provisions of this Bylaw.
136. A bylaw is passed and comes into effect when it has received third and final reading unless otherwise provided by statute.
137. The Reeve and CAO shall sign and seal the bylaw as soon as reasonably possible after third reading.
138. The CAO or Delegate is authorized to consolidate one or more bylaws as deemed convenient.

## CODE OF ETHICS

139. The proper operation of democratic local government requires that elected officials be independent, impartial and duly responsible to the people. To this end it is imperative that:
- a. Government decisions and policy be made through the proper channels of government structure.
  - b. Public office not be used for personal gain.
  - c. The public have confidence in the integrity of its government.
140. Accordingly, it is the purpose of these guidelines of conduct to outline certain basic rules for Mackenzie County Council so that they may carry out their duties with impartiality and equality of services to all, recognizing that the basic functions of elected local government officials are, at all times, services to their community and the public.
141. To further these objectives, certain ethical principles should govern the conduct of Mackenzie County Council in order that they shall maintain the highest standards of conduct in public office and faithfully discharge the duties of office without fear or favour.
142. Councillors shall:
- a. Govern their conduct in accordance with the requirements and obligations set out in the municipal legislation of the Province of Alberta and as specified in this Bylaw.
  - b. Not use confidential information for personal profit of themselves or any other person.
  - c. Not communicate confidential information to anyone not entitled to receive the applicable confidential information.
  - d. Not use their position to secure special privileges, favours, or exemptions for themselves or any other person.
  - e. Preserve the integrity and impartiality of Council.
  - f. For a period of twelve (12) months after leaving office, abide by the ethical standards of conduct listed above, except those related to confidential information which shall apply in perpetuity.
  - g. Not assume that any unethical activities (not covered by or specifically prohibited by these ethical guidelines of conduct, or by any legislation) will be condoned.

## CONDUCT OF MEMBERS DURING THE MEETING

143. No Member shall:
- a. Use offensive language, inappropriate actions or unparliamentary language in or against Council or against any Member of Council or any administration or any member of the public;
  - b. Speak disrespectfully of any member of the Royal Family, the Governor General, the Lieutenant Governor of any Province, Council, any municipality, an Member or any official or employee of the Municipality;
  - c. Engage in private conversations while in the Council Meeting or use personal electronic devices including cellular phones, media players, etc. in any manner that disrupts the Member speaking or interrupts the business of Council;
  - d. Leave his/her seat or make noise or disturbance while a vote is being taken and until the result of the vote is announced;
  - e. Speak on any subject other than the subject under debate;
  - f. Not interrupt the speaker, except on a point of order;
  - g. Where a matter has been discussed ~~“In-Camera”~~ in a Closed Meeting, and where the matter remains confidential, disclose a confidential matter or the substance of deliberations at ~~an in-camera session~~ a Closed Meeting, except to the extent that Council has previously released or disclosed the matter in public. All information, documentation or deliberations received, reviewed or provided in ~~an in-camera session~~ a Closed Meeting is confidential. Members of Council shall not release, reproduce, copy or make public any information or material considered at ~~an in-camera session~~ a Closed Meeting, or discuss the content of such a meeting with persons other than members of Council or relevant staff members, prior to it being reported in public by Council;
  - h. Criticize any decision of Council except for the purpose of moving that the question be reconsidered;
  - i. Contravene the rules of Council or a decision of the Chair or of Council on questions of order or practice or upon the interpretation of the rules of Council. In case a Member persists in any such contravention, after having been called to order by the Chair, the Chair shall not recognize that Member, except for the purpose of receiving an apology from the Member tendered at that Meeting or any subsequent Meeting.
144. Members of the public during a Meeting shall:
- a. Address the Members of Council or Committee at the permission of the Chair;
  - b. Maintain order and remain quiet;
  - c. Not applaud nor otherwise interrupt a speech or action of the Members or other Person addressing the Members.
145. The Chair may cause to be expelled and excluded from any Meeting any person who creates any disturbance during a meeting or who, in the opinion of the Chair,

has been guilty of improper conduct and for that purpose the Chair may direct that such a person be removed by a Peace Officer or RCMP.

146. A Councillor that displays inappropriate and abusive behavior towards other members of council, administration or the public while on County business may be reprimanded in a form as may be acceptable by 2/3 vote of Council.

### **TWO-THIRDS MAJORITY VOTE**

147. Order in Council No. 54/2001 establishing Mackenzie County as a Specialized Municipality, requires a Two-Thirds (2/3) majority vote for the following:
- a. Procedural Bylaw
  - b. Council Remuneration Bylaw
    - i. A simple majority vote is required when authorized Councillors to attend a seminar, convention, workshop, or any other function that Councillors may attend for reimbursement of expenses.
  - c. All issues regarding property taxes
  - d. A bylaw to change the number of Councillors, the boundaries of wards or the method of electing a Chief Elected Officer.
    - i. A simple majority vote is required when electing a Chief Elected Officer in the manner prescribed in this Bylaw.
  - e. The appointment or termination of the Chief Administrative Officer; however, any direction given to the CAO shall be done by a simple majority vote.
  - f. A resolution for the adoption and amendment of the budget.
  - g. Any other matter designated by Council within this Bylaw.

### **RECORDING DEVICES AT MEETINGS**

148. The CAO may authorize the use of any mechanical or electronic means of recording proceedings of Council and Council Committee meetings necessary to assist with the preparation of an accurate set of minutes. Any such recording will be erased or destroyed after the Council or Council Committee meeting has approved the minutes.
149. No person shall, unless a Two-Thirds majority consent of Council is given, record the proceedings of Council through tape recorder, video camera, or other devices.

### **REPEAL AND COMING INTO FORCE**

150. Bylaw No. 977-14 and all amendments thereto are hereby repealed.
151. This Bylaw shall come into effect upon receiving third and final reading.

READ a first time this 23<sup>rd</sup> day of October, 2017.

READ a second time this 23<sup>rd</sup> day of October, 2018.

READ a third time and finally passed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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Joshua Knelsen  
Reeve

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Lenard Racher  
Chief Administrative Officer





Mackenzie County

# REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>November 13, 2018</b>
<b>Presented By:</b>	<b>Carol Gabriel, Director of Legislative &amp; Support Services</b>
<b>Title:</b>	<b>Bylaw 1125-18 Honorariums and Related Expense Reimbursement for Councillors and Approved Committee Members</b>

**BACKGROUND / PROPOSAL:**

A municipal council establishes a bylaw that outlines types of meetings and activities for which the honorariums and reimbursable expenses, and at what levels, can be claimed.

This bylaw was reviewed by Council at the organizational meeting held on October 23, 2018. Discussion was held regarding the elimination of the one-third tax free exemption for municipal officials by the federal government, claiming of expenses for community events, and review of various other expenses reimbursements.

Council made the following motions, which have been reflected in the attached Bylaw for approval:

**MOTION 18-10-770**

**MOVED** by Councillor Braun

That the Honorariums and Related Expense Reimbursement Bylaw be amended with the following change to Honorariums effective January 1, 2019:

<b>Position</b>	<b>Current Rate</b>	<b>January 1, 2019 Rate</b>
Reeve	\$1,300 per month	\$1,500 per month
Deputy Reeve	\$1,150 per month	\$1,350 per month
Councillor	\$1,000 per month	\$1,200 per month
Council Meetings	\$300	\$340
Committee Meetings	\$200	\$240
Conference/Seminar	\$300	\$340

**CARRIED**

**Author:** C. Gabriel      **Reviewed by:** \_\_\_\_\_      **CAO:** \_\_\_\_\_

**MOTION 18-10-771**

**MOVED** by Councillor Driedger

That the Honorariums and Related Expense Reimbursement Bylaw be amended with the following addition to the Reimbursement for Accommodations and Meals:

That Councillors be eligible to claim expenses when representing the municipality at a County supplied ticketed event.

**CARRIED**

**MOTION 18-10-772**

**MOVED** by Councillor Jorgensen

That the Honorariums and Related Expense Reimbursement Bylaw be amended with the following change to the Reimbursement for Accommodations and Meals:

9. (a) (ii) an allowance of ~~\$50.00~~ \$100.00 per night

**CARRIED**

**MOTION 18-10-773**

**MOVED** by Councillor Cardinal

That the Honorariums and Related Expense Reimbursement Bylaw be amended with the following change to the Reimbursement for Accommodations and Meals:

9. (b) (i) a meal allowance may be claimed as follows:  
Breakfast – increased to \$25.00  
Lunch –increased to \$30.00  
Dinner – increased to \$45.00

**CARRIED**

**MOTION 18-10-774**

**MOVED** by Councillor Bateman

That the Honorariums and Related Expense Reimbursement Bylaw be amended with the removal of the following:

13. (b) reasonable telephone expenses on County business.

**CARRIED**

**OPTIONS & BENEFITS:**

Receive the bylaw for information or amend with changes.

**Author:** C. Gabriel **Reviewed by:** \_\_\_\_\_ **CAO:** \_\_\_\_\_



**COSTS & SOURCE OF FUNDING:**

Expenses associated with councillors' honorariums and reimbursements are included in the County's annual operating budgets.

**SUSTAINABILITY PLAN:**

**COMMUNICATION:**

Municipal bylaws are made available on the Mackenzie County website.

**RECOMMENDED ACTION:**

Motion 1

Simple Majority       Requires 2/3       Requires Unanimous

That first reading be given to Bylaw 1125-18 being the Honorariums and Related Expense Reimbursement Bylaw for Councillors and Approved Committee Members as presented.

Motion 2

Simple Majority       Requires 2/3       Requires Unanimous

That second reading be given to Bylaw 1125-18 being the Honorariums and Related Expense Reimbursement Bylaw for Councillors and Approved Committee Members.

Motion 3

Simple Majority       Requires 2/3       Requires Unanimous

That consideration be given to go to third reading of Bylaw 1125-18 being the Honorariums and Related Expense Reimbursement Bylaw for Councillors and Approved Committee Members, at this meeting.

Motion 4

Simple Majority       Requires 2/3       Requires Unanimous

That third reading be given to Bylaw 1125-18 being the Honorariums and Related Expense Reimbursement Bylaw for Councillors and Approved Committee Members.

Author: C. Gabriel      Reviewed by: \_\_\_\_\_      CAO: \_\_\_\_\_

**BYLAW NO. ~~1099-18~~ 1125-18**

**BEING A BY-LAW OF THE  
MACKENZIE COUNTY  
IN THE PROVINCE OF ALBERTA**

**TO PROVIDE FOR HONORARIUMS AND RELATED EXPENSE  
REIMBURSEMENT FOR COUNCILLORS  
AND APPROVED COMMITTEE MEMBERS**

**WHEREAS**, the Municipal Government Act, being Chapter M-26 of the Revised Statutes of Alberta, 2000, hereinafter referred to as the “M.G.A.” provides for decisions of council to be made by resolution or bylaw, and

**WHEREAS**, the council is desirous of establishing compensation of Councillors and approved committee members for their meeting time and their out of pocket expenses while on official municipal business,

**NOW THEREFORE**, the Council of Mackenzie County, duly assembled, enacts as follows:

**DEFINITIONS:**

“Council Meeting/Special Council Meeting” – refers to a duly called meeting according to the Municipal Government Act.

“Committee Meetings” – refers to meetings related to Council Committees, Committee of the Whole, **AAMDC RMA** Zone Meetings, Tri-Council Meetings, etc.

**HONORARIUMS**

1. Monthly honorariums shall be paid to each Councillor for their time spent conducting the daily local business of the municipality as follows:

- |                  |                      |
|------------------|----------------------|
| (a) Reeve        | \$1,300.00 per month |
| (b) Deputy Reeve | \$1,150.00 per month |
| (c) Councillor   | \$1,000.00 per month |

**Rates effective January 1, 2019:**

- |                  |                      |
|------------------|----------------------|
| (a) Reeve        | \$1,500.00 per month |
| (b) Deputy Reeve | \$1,350.00 per month |

(c) Councillor \$1,200.00 per month

2. Councillors in attendance at council meetings, approved council committee meetings, seminars and conventions shall be paid according to the following rates plus mileage and meal allowance, where applicable.

- (a) Council Meeting/Special Council Meetings \$300.00
- (b) Committee Meetings \$200.00
- (c) Seminars/Conventions/Workshops (see note) \$300.00

Rates effective January 1, 2019:

- (a) Council Meeting/Special Council Meetings \$340.00
- (b) Committee Meetings \$240.00
- (c) Seminars/Conventions/Workshops \$340.00

- 2.1 Councillors attending less than half of a Council Meeting may claim only half the honorarium.
  - 2.2 A combined maximum of two meetings may be claimed per day under Section 2 (a) and 2 (b).
  - 2.3 Honorariums claimed under Section 2. (c) are all inclusive. Only one (1) per diem may be claimed per day.
3. The Reeve or designate is eligible to claim honorariums and expenses when representing the municipality at community or other functions.
4. Members-at-large appointed to approved council committees shall be paid \$200.00 per meeting when in attendance at approved council committee meetings, seminars and conventions, plus mileage and meal allowance, where applicable.
5. Travel time to and from any council meeting, approved council committee meeting, seminar and/or convention shall be paid mileage and meal allowance, where applicable.
- (a) Councillors or committee members driving to a seminar/convention shall be paid \$200.00 for one travel day there and one travel day back.
  - (b) An additional travel day may be allowed when travel is out of province and in excess of 1,000 kilometers from the individual's home and their destination via the shortest route.

### **COMMUNICATION ALLOWANCES**

6. A monthly communication allowance shall be paid
  - (a) an internet access allowance of \$75, and
  - (b) a personal computer allowance of \$50, if applicable, and
  - (c) a telephone allowance of \$60 for Councillors, and
  - (d) a telephone allowance of \$100 for the Reeve.

### **TRANSPORTATION EXPENSES**

7. Mileage shall be paid at the current non-taxable rate (as per Canada Revenue Agency Reasonable per Kilometer Allowance) for each kilometer travelled by each Councillor or committee member who is travelling with their personal vehicle on business of the municipality or its committees. Such mileage shall be calculated from the place of residence of the Councillor or committee member to the place of the meeting and return. In addition, such mileage allowance shall apply to any approved convention or seminar.
8. Taxi fares, automobile rental, parking charges and public transportation fares will be reimbursed upon presentation of a receipt.

### **REIMBURSEMENT FOR ACCOMMODATIONS AND MEALS**

9. Where a Councillor or committee member is required to travel on municipal business and overnight accommodation away from his/her regular place of residence is necessary, he/she may claim in respect of the time spent on travel status
  - (a) Either
    - (i) reimbursement of the cost of accommodation in a hotel, motel, guest-house, inn or other similar establishment, on a receipt submitted with the municipal expense account form, or
    - (ii) an allowance of ~~\$50.00~~ \$100.00 per night
  - (b) in respect of each breakfast, lunch, or dinner,
    - (i) a meal allowance may be claimed as follows:

Breakfast	<del>\$15.00</del> \$25.00 including GST (if time of departure is prior to 7:30 a.m.)
Lunch	<del>\$20.00</del> \$30.00 including GST (if time of return is after 1:00 p.m.)
Dinner	<del>\$35.00</del> \$45.00 including GST (if time of return is after 6:30 p.m.)

10. Meal claims will be calculated based on reasonable travel times to get to and return from meeting commencement and conclusion times.
11. When the combined travel and session time exceeds 10 hours, overnight accommodation may be claimed.
12. A Councillor may claim reasonable government networking expenses while representing the County without prior approval. Reimbursement of these expenses will require approval by the Finance Committee based on the submission of actual receipts.
13. A Councillor or committee member may claim
  - (a) an allowance for personal expenses for each full 24-hour period on travel status (as per the Canada Revenue Agency Appendix C – Meals and Allowances 1.2 Incidental Expense Allowance).

~~(b) — reasonable telephone expenses on County business.~~

#### **ATTENDANCE AT COMMUNITY EVENTS**

14. Councillors are eligible to claim expenses when representing the municipality at a County supplied ticketed event.

#### **ATTENDANCE AT POLITICAL EVENTS**

In accordance with the Election Finances and Contributions Disclosure Act:

15. Should a member of Council be approved to attend a political event, on behalf of Mackenzie County, for which proceeds support a political party or candidate, Mackenzie County will reimburse the value of the meal or event upon submission of receipt. Mackenzie County will not reimburse any portion of a meal or event expense that constitutes proceeds to a political party or candidate. *(For example: If the individual charge is more than \$50, \$25 shall be allowed for expenses and the balance shall be considered as a contribution to the registered party, registered constituency association or registered candidate, as the case may be.)*

16. The individual purchasing the ticket may retain the tax receipt for his or her own purposes. The tax receipt issued by the party or candidate should be in the name of the individual purchasing the ticket.
17. Councillors are eligible to claim honorariums and mileage expenses to attend political functions.

### **BENEFITS**

18. A group benefits package shall be made available to each Councillor at 50% of the cost of the benefit premiums.

### **SIGNING AUTHORITY**

19. Administration shall have the authority to verify and sign the Reeve and Councillor expense claims and honorariums under the following conditions:
  - (a) Councillors have attended Council meetings in person or by teleconference.
  - (b) Workshops, conferences, conventions that have been approved by Council prior to submission of expense claim.
  - (c) Attendance at Committee meetings or Task Force meetings will be in accordance with the bylaws or Terms of Reference of that committee or task force.
20. In the event that a discrepancy is noted on an expense or honorarium claim, Administration shall forward the claim to the Finance Committee for final decision. A Councillor shall have the option to appeal a decision of the Finance Committee to Council as a Whole.
21. Council members must submit their expense claims by the 5<sup>th</sup> of each month in order to be paid in that month.
22. Expense claims submitted 60 days after the due date will not be paid, unless there are special circumstances. The Finance Committee shall review and make the final decision.
23. Council members will submit their December expense claim and honorarium by December 15<sup>th</sup> in order to expedite the closing of the year-end accounts. Meetings held after the 15<sup>th</sup> shall be added to the January claim.
24. No expenses other than those listed in this bylaw may be claimed.
25. This bylaw shall come into effect the day that it is passed and rescinds Bylaw ~~1084-17~~ 1099-18 and all amendments made thereto.

First Reading given on the \_\_\_\_ day of \_\_\_\_\_, 2018.

Second Reading given on the \_\_\_\_ day of \_\_\_\_\_, 2018.

Third Reading and Assent given on the \_\_\_\_ day of \_\_\_\_\_, 2018.

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Joshua Knelsen  
Reeve

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Lenard Racher  
Chief Administrative Officer







Mackenzie County

# REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>November 13, 2018</b>
<b>Presented By:</b>	<b>Len Racher, Chief Administrative Officer</b>
<b>Title:</b>	<b>Caribou Mountains Wildland Provincial Park Advisory Committee</b>

## BACKGROUND / PROPOSAL:

In early 2002, Mackenzie County was invited to participate in the Advisory Committee established for the Caribou Mountains Wildland Management Plan. This Committee has not been active for some time and concern has been expressed that there may be a need to revive discussions.

Administration contacted Calvin McLeod, Regional Director for Parks Northwest Region, on November 7, 2018 to obtain information regarding this matter. The previous lead on this Committee, Ken Zurfluh, has since retired.

Mr. McLeod advised that the Committee was originally struck as a result of the Special Places Program. The Committee was active during the period of 2005 and 2007 to assist in developing the Plan. The Draft Plan was endorsed by the Committee in 2008, however, has not been formally adopted by the Provincial government. Although he did advise that the Province is using the Draft Plan for decision making purposes.

The Draft Plan was put on hold until the Land Use Framework for the Upper and Lower Peace have been completed.

Mr. McLeod stated that there are currently no plans to activate the Committee, however, said it could be resurrected at any time. Mr. McLeod indicated that he would be willing to attend a Council meeting to further discuss this matter as well as other parks initiatives currently in the works in the municipality.

Participants on the Advisory Committee included:

- Little Red River Cree Nation
- North Peace Tribal Council
- Caribou Mountains Wilderness Society
- Fort Vermilion Metis Nation Association

**Author:** C. Gabriel      **Reviewed by:** \_\_\_\_\_      **CAO:** \_\_\_\_\_

- Wood Buffalo National Park
- Alberta Trappers Association
- Hungry Bend Sandhills Wilderness Society
- High Level Chamber of Commerce
- Alberta Professional Outfitters Society
- Alberta Fish & Game Association and Upper Hay Hunting & Fishing Advisory Committee
- Alberta Wilderness Association
- Watt Mountain Snowmobile Club
- Mackenzie County

**OPTIONS & BENEFITS:**

**COSTS & SOURCE OF FUNDING:**

N/A

**SUSTAINABILITY PLAN:**

**COMMUNICATION:**

N/A

**RECOMMENDED ACTION:**

Simple Majority       Requires 2/3       Requires Unanimous

That a letter be sent to Calvin McLeod, Regional Director – Parks Northwest Region, Alberta Environment & Parks, requesting that a Caribou Mountains Wildland Provincial Park Advisory Committee meeting be called and that Mr. McLeod be invited to attend a Council meeting to provide an update on the Caribou Mountains Wildland Provincial Park Management Plan and other municipal parks projects.

Author: \_\_\_\_\_ Reviewed by: \_\_\_\_\_ CAO: \_\_\_\_\_



Mackenzie County

# REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>November 13, 2018</b>
<b>Presented By:</b>	<b>Len Racher, Chief Administrative Officer</b>
<b>Title:</b>	<b>January Council Meeting Dates</b>

## BACKGROUND / PROPOSAL:

Conflicts have been identified for the January 2019 Council meeting dates. Meetings have currently been scheduled as follows:

- January 8, 2019 – Regular Council Meeting
- January 22, 2019 – Committee of the Whole Meeting
- January 23, 2019 – Regular Council Meeting

The Provincial ASB Conference in Calgary is scheduled for January 21 – 24, 2019 and the FarmTech Conference in Edmonton is scheduled for January 29 – 31, 2019.

## OPTIONS & BENEFITS:

In consultation with the Reeve, we are recommending that the January Council meetings be cancelled or rescheduled as follows:

- January 8, 2019 Regular Council Meeting be **cancelled**
- January 22, 2019 Committee of the Whole Meeting be **rescheduled** to January 15, 2019
- January 23, 2019 Regular Council Meeting be **rescheduled** to January 16, 2019

According to the Procedural Bylaw unanimous consent is required to change council meeting dates.

## COSTS & SOURCE OF FUNDING:

Author: C. Gabriel Reviewed by: \_\_\_\_\_ CAO: \_\_\_\_\_

**SUSTAINABILITY PLAN:**

**COMMUNICATION:**

**RECOMMENDED ACTION:**

Simple Majority       Requires 2/3       Requires Unanimous

That the January Council meetings be rescheduled as follows:

- January 8, 2019 Regular Council Meeting be cancelled
- January 22, 2019 Committee of the Whole Meeting be rescheduled to January 15, 2019
- January 23, 2019 Regular Council Meeting be rescheduled to January 16, 2019

Author: C. Gabriel      Reviewed by: \_\_\_\_\_      CAO: \_\_\_\_\_



Mackenzie County

# REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>November 13, 2018</b>
<b>Presented By:</b>	<b>Len Racher, Chief Administrative Officer</b>
<b>Title:</b>	<b>Tallcree/La Crete Pipeline Working Group</b>

**BACKGROUND / PROPOSAL:**

A Working Group was established between the Tallcree Tribal Government, Mackenzie County, and the Northern Lights Gas Co-op to undertake an innovative collaborative pipeline project. The Working Group is committed to working collaboratively to obtain grant and other funding for the project and to making representations to the respective federal and provincial governments to obtain funding.

Councillor Braun has been participating on this Working Group in his previous role as Reeve. In order for Councillor Braun to continue participating in this group a motion of Council is required for appointment.

**OPTIONS & BENEFITS:**

**COSTS & SOURCE OF FUNDING:**

**SUSTAINABILITY PLAN:**

**COMMUNICATION:**

Author: C. Gabriel Reviewed by: \_\_\_\_\_ CAO: \_\_\_\_\_

**RECOMMENDED ACTION:**

Simple Majority       Requires 2/3       Requires Unanimous

That Councillor Braun be appointed as the municipal representative on the Tallcree/La Crete Pipeline Working Group.

Author: C. Gabriel      Reviewed by: \_\_\_\_\_      CAO: \_\_\_\_\_



Mackenzie County

# REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>November 13, 2018</b>
<b>Presented By:</b>	<b>Doug Munn, Director of Community Services</b>
<b>Title:</b>	<b>Community Services Committee Meeting Minutes</b>

**BACKGROUND / PROPOSAL:**

The minutes of the October 16, 2018 Community Services Committee meeting are attached.

**OPTIONS & BENEFITS:**

N/A

**COSTS & SOURCE OF FUNDING:**

N/A

**SUSTAINABILITY PLAN:**

N/A

**COMMUNICATION:**

N/A

Author: D. Munn Reviewed by: \_\_\_\_\_ CAO: \_\_\_\_\_

**RECOMMENDED ACTION:**

- Simple Majority       Requires 2/3       Requires Unanimous

That the Community Services Committee meeting minutes of October 16, 2018 be received for information.

**Author:** D. Munn      **Reviewed by:** \_\_\_\_\_      **CAO:** \_\_\_\_\_



**MACKENZIE COUNTY  
Community Services Committee Meeting**

**October 16, 2018  
1:00 PM**

**Fort Vermilion Meeting Room  
Fort Vermilion, Alberta**

**MINUTES**

**PRESENT:**

Lisa Wardley	Deputy Reeve/Chair
Peter Braun	Reeve
Cameron Cardinal	Councillor
David Driedger	Councillor
Josh Knelsen	Councillor

**ALSO PRESENT:**

Doug Munn	Director of Community Services
Len Racher	Chief Administration Officer
Dave Fehr	Director of Operations
Liane Lambert	Public Works Administrative Officer / Recording Secretary

**1. CALL TO ORDER:**

**Call to Order: 10:00 a.m.**

Deputy Reeve Wardley called the meeting to order.

**2. AGENDA:**

**Adoption of Agenda**

**MOTION CS-18-10-094**

**MOVED by Councillor Knelsen**

Moved to accept the agenda as amended.

**CARRIED**

**3). MINUTES:**

**Minutes of the September 10, 2018 meeting**

**MOTION CS-18-10-095**

**MOVED by Reeve Braun**

That minutes of the September 10, 2018 Community Services Committee meeting is accepted as presented.

**CARRIED**

**4). LEGAL DOCUMENTS**

**a). Terms of Reference**

**MOTION CS-18-10-096**

**MOVED by Councillor Cardinal**

To accept as information

**CARRIED**

**b). In-Camera Meetings**

**MOTION CS-18-10-097**

**MOVED by Councillor Cardinal**

To accept as information

**CARRIED**

**5). BUSINESS ARISING FROM PREVIOUS MINUTES:**

**a). Capital Projects**

**MOTION CS-18-10-098**

**MOVED by Deputy Reeve/Chair**

That the capital project list be Tabled until after item 5 f) be dealt with.

**CARRIED**

**Deputy Reeve Wardley recessed the meeting at 10:50 a.m.  
Reconvened the meeting at 11:00 a.m.**

**f). Boreal Housing – Handi-Bus**

**MOTION CS-18-10-099**

**MOVED by Councillor Knelsen**

That it be brought to Council that administration prepares a Request for Proposal that a Non-Profit Organizations take over the Handi-Van program.

**CARRIED**

**Dave Fehr left at 11:45 p.m.**

**Deputy Reeve Wardley recessed the meeting at 11:45 a.m. and reconvened the meeting at 12:45 p.m.**

**MOTION CS-18-10-100**

**MOVED by Reeve Braun**

That the revised capital project list be brought to council for the next budget meeting

**CARRIED**

**b). Campground Maps**

**MOTION CS-18-10-101**

**MOVED by Reeve Braun**

That the campground planning maps be tabled until the next Community Services Meeting

**CARRIED**

**c). Bridge Campground Timeline**

**MOTION CS-18-10-102**

**MOVED by Reeve Braun**

That the Bridge Campground Timeline be tabled until the next Community Services Meeting.

**CARRIED**

**Deputy Reeve Wardley recess the meeting at 1:55 p.m. and reconvened the meeting at 2:05 p.m.**

**d). La Crete Ferry Campground Insurance and Disaster Recovery Up-date**

**MOTION CS-18-10-103**

**MOVED by Councilor Driedger**

That the update on the La Crete Ferry Campground Society Insurance and Disaster Recovery Program application be accepted as information.

**CARRIED**

**e). La Crete Ferry Campground Society Sublease Renewal**

**MOTION CS-18-10-104**

**MOVED by Councillor Driedger**

That a recommendation be taken to council requesting that the annual amount paid to the La Crete Ferry Society for the care and maintenance of the La Crete Ferry Day Use area be increased from \$5,000.00 to 10,000 annually.

**CARRIED**

**g). Non-Profit Directory**

**MOTION CS-18-10-105**

**MOVED by Reeve Braun**

That the Non-Profit Directory be accepted as Information.

**CARRIED**

**6). NEW BUSINESS:**

**a). Caretakers Evaluation and Bonus**

**MOTION CS-18-10-106**

**MOVED by Reeve Braun**

That the Community Services Committee recommends to Council to approve the 2018 Campground Caretaker bonus's as presented.

**CARRIED**

**b). Caretakers Contract Extension**

**MOTION CS-18-10-107**

**MOVED by Reeve Braun**

That all the campgrounds are to be opened from the middle of May till the middle of September.

**CARRIED**

**MOTION CS-18-10-108**

**MOVED by Councillor Cardinal**

That the Hutch Lake Caretaker contract be extended at the same fee for an additional two years, ending September 2020.

**CARRIED**

**MOTION CS-18-10-109**

**MOVED by Councillor Cardinal**

That the Wadlin Lake Caretaker contract be extended at the same fee for an additional two years, ending September 2020.

**CARRIED**

**f). Action List**

**MOTION CS-18-10-110**

**MOVED by Councillor Knelsen**

That the action list be received for information.

**CARRIED**

**7.a) ADDITIONS:**

**No Additions**

**8.NEXT MEETING DATE:**

The next Community Service Committee Meeting be scheduled for December 10, 2018 at 1:00 p.m. with lunch provided.

**9. ADJOURNMENT:**

**MOVED by Reeve Braun**

**MOTION CS-18-10-111**

Meeting was adjourned at 2:45 p.m.

**CARRIED**

These minutes will be presented for approval at the December 10, 2018 Community Services Meeting.

---

Peter Braun, Chair





Mackenzie County

## REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>November 13, 2018</b>
<b>Presented By:</b>	<b>Bill McKennan, Director of Finance</b>
<b>Title:</b>	<b>Finance Committee Meeting Minutes</b>

### **BACKGROUND / PROPOSAL:**

The unapproved minutes of the October 25, 2018 Finance Committee meeting minutes are attached.

### **OPTIONS & BENEFITS:**

N/A

### **COSTS & SOURCE OF FUNDING:**

N/A

### **SUSTAINABILITY PLAN:**

N/A

### **COMMUNICATION:**

Finance Committee minutes are posted on DocuShare.

**Author:** J.Veenstra      **Reviewed by:** Jenn Batt      **CAO:** \_\_\_\_\_

**RECOMMENDED ACTION:**

- Simple Majority       Requires 2/3       Requires Unanimous

That the unapproved Finance Committee meeting minutes of October 25, 2018 be received for information.

**Author:** J.Veenstra      **Reviewed by:** Jenn Batt      **CAO:** \_\_\_\_\_



**MACKENZIE COUNTY  
FINANCE COMMITTEE MEETING**

**October 25, 2018  
1:00 p.m.**

**Fort Vermilion Corporate Office  
Fort Vermilion, Alberta**

**PRESENT:** Peter F. Braun Councillor  
Jacquie Bateman Councillor  
Josh Knelsen Reeve, Ex Officio  
Anthony Peters Councillor  
David Driedger Councillor

**ADMINISTRATION:** Len Racher Chief Administrative Officer  
Bill McKennan Director of Finance  
Jennifer Batt Finance Controller  
Jannelle Veenstra Finance Officer/ Recording Secretary

**CALL TO ORDER: 1. a) Call to Order**

Len Racher, Chief Administrative Officer, called the meeting to order at 12:56 p.m.

**AGENDA: 2. a) Adoption of Agenda**

**MOTION FC-18-10-106 MOVED** by Reeve Knelsen

That the agenda be approved as presented.

**CARRIED**

**MINUTES FROM PREVIOUS MEETING: 3. a) Minutes of the September 20, 2018 Finance Committee Meeting**

**MOTION FC-18-10-107 MOVED** by Councillor Braun

That the minutes of the September 20, 2018 Finance Committee meeting be approved as presented.

**CARRIED**

**BUSINESS: 6. a) Election of Chair**

Mr. Racher called for nominations for the position of Chair of the Finance Committee.

First Call: Councillor Braun nominated Councillor Bateman.  
Declined.

Second Call: Reeve Knelsen nominated Councillor Braun.  
Accepted.

Third Call: No further nominations.

**MOTION FC-18-10-108**

**MOVED** by Councillor Bateman

That nomination cease for the position of Chair.

**CARRIED**

Councillor Braun was acclaimed as Chair of the Finance Committee.

Mr. Racher turned over the chair to Councillor Braun.

**6. b) Election of Vice Chair**

Councillor Braun, Chair, called for nominations for the position of Vice Chair of the Finance Committee.

First Call: Reeve Knelsen nominated Councillor A. Peters.  
Declined.

Second Call: Councillor A. Peters nominated Reeve Knelsen.  
Declined.

Third Call: Councillor A. Peters nominated Councillor Bateman.  
Accepted.

**MOTION FC-18-10-109**

**MOVED** by Reeve Knelsen

That nomination cease for the position of Vice Chair.

**CARRIED**

Councillor Bateman was acclaimed as Vice Chair of the Finance Committee.

**DELEGATIONS:**

**5. a) Ray Toews (FIN025 Purchasing Policy)**

Ray and Robin Toews arrived at 1:00 pm to discuss Policy FIN025 Purchasing Policy with the Finance Committee, and left

the meeting at 1:11 pm.

**6. c) Committee Terms of Reference**

**MOTION FC-18-10-110**

**MOVED** by Councillor A. Peters

That administration is to come forward with recommendations on amendments to the Finance Committee Terms of Reference.

**CARRIED**

**BUSINESS ARISING  
FROM PREVIOUS  
MINUTES:**

**4. a) Additionally Named Insured List**

**MOTION FC-18-10-111**

**Moved** by Councillor Driedger

That the Additionally Named Insured list be received for information.

**CARRIED**

Councillor Braun, Chair, recessed the meeting at 1:36 p.m. and reconvened the meeting at 1:45 p.m.

**6. d) 2018-2019 Finance Committee Meeting Dates**

**MOTION FC-18-10-112**

**MOVED** by Councillor A. Peters

That the 2018 and 2019 Finance Committee meetings be scheduled as follows:

Date	Location	Time
November 26, 2018	Fort Vermilion	10:00 a.m.
January 24, 2019	Fort Vermilion	10:00 a.m.
February 25, 2019	Fort Vermilion	10:00 a.m.
March 25, 2019	Fort Vermilion	10:00 a.m.
April 25, 2019	Fort Vermilion	10:00 a.m.
May 23, 2019	Fort Vermilion	10:00 a.m.
June 24, 2019	Fort Vermilion	10:00 a.m.
July 25, 2019	Fort Vermilion	10:00 a.m.
August 26, 2019	Fort Vermilion	10:00 a.m.
September 30, 2019	Fort Vermilion	10:00 a.m.

October 24, 2019	Fort Vermilion	10:00 a.m.
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**CARRIED**

**6. c) Quarterly Fuel Report (Q3)**

**MOTION FC-18-10-113**

**MOVED** by Reeve Knelsen

That the quarterly fuel usage report for Quarter 3 of 2018 be received for information.

**CARRIED**

**6. c) CAO Expense Claim**

**MOTION FC-18-10-114**

**MOVED** by Councillor Bateman

That the Finance Committee move into a closed meeting at 2:03 p.m. to discuss personnel. (FOIP, Div. 2, Part 1, s. 17, 24)

**CARRIED**

The following individuals were present during the closed meeting. (MGA Section 602.08 (1)(6))

- Reeve Knelsen
- Councillor Braun
- Councillor Bateman
- Councillor A. Peters
- Councillor Driedger
- Len Racher, Chief Administrative Officer
- Bill McKennan, Director of Finance

**MOTION FC-18-10-115**

**MOVED** by Councillor Knelsen

That the Finance Committee move out of a closed meeting at 2:12 p.m.

**CARRIED**

**MOTION FC-18-10-116**

**MOVED** by Reeve Knelsen

That the CAO's expense claim for September 2018 be received for information.

**CARRIED**

**6. d) Councillors' Honorariums and Expense Claims**

**MOVED** by Councillor Bateman

That Councillor Jorgensen's June 2018 Expense Claim be approved as presented.

**CARRIED**

**MOTION FC-18-10-117**

**MOVED** by Councilor Driedger

That Councillor Honorariums and Expense Claims for July, August, and September 2018 be reviewed as follows:

<b>Councillor Expense Claims</b>	<b>Review Comments</b>
1 – Councillor Knelsen	Reviewed September 2018
2 – Councillor A. Peters	Reviewed September 2018
3 – Reeve Braun	Reviewed September 2018
4 – Councillor D. Driedger	Reviewed September 2018
5 – Councillor E. Peters	Reviewed September 2018
6 – Councillor Jorgensen	Reviewed July 2018 Reviewed August 2018
7 – Councillor Cardinal	Reviewed September 2018
8 – Councillor Sarapuk	Reviewed August 2018 Reviewed September 2018
9 – Councillor Bateman	Reviewed September 2018
10 – Deputy Reeve Wardley	Reviewed September 2018

**CARRIED**

**6. e) Members at Large Expense Claims**

**MOTION FC-18-10-118**

**MOVED** by Councillor Bateman

That the September and October 2018 Members at Large Expense Claims be reviewed as follows:

<b>Members at Large Expense Claims</b>	<b>Review Comments</b>
1 – Terry Batt	None
2 – Beth Kappelar	Reviewed September 2018 Reviewed October 2018 x2
3 – Joseph Peters	None
4 – Erick Carter	Reviewed October 2018
5 – Jack Eccles	Reviewed September 2018
6 – Dicky Driedger	None
7 – Jerry Chomiak	Reviewed October 2018
8 – Joe Froese	None

9 – Ray Toews	None
---------------	------

**CARRIED**

**6. f) Cheque Lists**

**MOTION FC-18-10-119**

**MOVED** by Reeve Knelsen

That the cheque lists and payments made online from September 19, 2018 to October 24, 2018 be received for information.

**CARRIED**

Councillor Braun, Chair, recessed the meeting at 3:00 p.m. and reconvened the meeting at 3:12 p.m.

**6. g) MasterCard Statements**

**MOTION FC-18-10-120**

**MOVED** by Councilor Driedger

That the MasterCard statement for August 2018 be received for information.

**CARRIED**

**NEXT MEETING  
DATE:**

**9. a)** November 26, 2018 at 10:00 a.m.  
Fort Vermilion Office

**ADJOURNMENT:**

**10. a) Adjournment**

**MOTION FC-18-10-121**

**MOVED** by Councillor Bateman

That the Finance Committee meeting be adjourned at 3:19 p.m.

**CARRIED**

These minutes were approved by the Finance Committee on \_\_\_\_\_.

\_\_\_\_\_  
Peter Braun  
Chair, Councillor

\_\_\_\_\_  
Len Racher  
Chief Administrative Officer



Mackenzie County

## REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>November 13, 2018</b>
<b>Presented By:</b>	<b>Byron Peters, Deputy Chief Administrative Officer</b>
<b>Title:</b>	<b>Land Stewardship Committee Meeting Minutes</b>

### **BACKGROUND / PROPOSAL:**

The minutes of the October 18, 2018 Land Stewardship Committee meeting are attached.

### **OPTIONS & BENEFITS:**

N/A

### **COSTS & SOURCE OF FUNDING:**

N/A

### **SUSTAINABILITY PLAN:**

N/A

### **COMMUNICATION:**

N/A

Author: C. Smith Reviewed by: \_\_\_\_\_ CAO: \_\_\_\_\_

**RECOMMENDED ACTION:**

- Simple Majority       Requires 2/3       Requires Unanimous

That the Land Stewardship Committee meeting minutes of October 18, 2018 be received for information.

**Author:** C. Smith      **Reviewed by:** \_\_\_\_\_      **CAO:** \_\_\_\_\_



**MACKENZIE COUNTY**  
**Land Stewardship Committee Meeting**

**Mackenzie County Office**  
**Fort Vermilion, AB**

**Thursday, October 18, 2018 at 10:00 a.m.**

**PRESENT:** Lisa Wardley Deputy Reeve, LSC Member  
Jacquie Bateman Councillor, LSC Member  
Eric Jorgensen Councillor, LSC Member  
Crystal McAteer Mayor, LSC Member, Town of High Level  
Boyd Langford Councillor, LSC Member, Town of High Level  
John W. Driedger LSC Member  
Beth Kappelar LSC Member  
Anthony Peters LSC Member

**REGRETS:** Ernie Peters Councillor, LSC Member  
Ernie Dyck LSC Member  
Benj Peters LSC Member  
Joe Peters LSC Member  
Randy Rodgers LSC Member  
Willie Wieler LSC Member

**ADMINISTRATION:** Byron Peters Deputy Chief Administrative Officer  
Grant Smith Agricultural Fieldman  
Lesley Koopman Planner  
Caitlin Smith Planning Supervisor/Recording Secretary

**MOTION** 1. **Call to Order**  
Byron Peters called the meeting to order at 10:08 a.m.

2. **Adoption of Agenda**

**LSC-18-10-001** **MOVED** by John W. Driedger

That the agenda be adopted as amended with the following additions:

**10.a) Holistic Land Design Course**

**11.a) Weather Stations**

**CARRIED**

3. **Elections**

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

**a) Chair**

Byron Peters called for nominations for the position of Chairperson.

First Call: John W. Driedger nominated Eric Jorgensen. Accepted.

Second Call: No further nominations.

Third Call: No further nominations.

**LSC-18-10-002**

**MOVED** by Beth Kappelar

That the nominations cease for the position of Chairperson.

**CARRIED**

Byron Peters declared Eric Jorgensen Chairperson by acclamation.

**b) Vice Chair**

Byron Peters called for nominations for the position of Vice Chairperson.

First Call: Eric Jorgensen nominated Anthony Peters. Declined.

Second Call: Anthony Peters nominated John W. Driedger. Accepted.

Third Call: No further nominations.

**LSC-18-10-003**

**MOVED** by Beth Kappelar

That the nominations cease for the position of Vice Chairperson.

**CARRIED**

Byron Peters declared John W. Driedger Vice Chairperson by acclamation.

Byron Peters turned the meeting over to Chair Eric Jorgensen at 10:13 a.m.

**4. Oath of Confidentiality**

None required.

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

**5. Terms of Reference**

**LSC-18-10-004**      **MOVED** by Jacquie Bateman

That the Land Stewardship Committee make recommendation to Council to increase the member at large term for the Land Stewardship Committee from one (1) year to two (2) years.

**CARRIED**

Chair Eric Jorgensen spoke about the potential grant opportunities to support land stewardship initiatives within the municipality.

**LSC-18-10-005**      **MOVED** by Boyd Langford

That administration research the different opportunities for land stewardship grant funding and the eligibility requirements to be met in order to apply.

**CARRIED**

**6. Adoption of the Minutes**

Committee members discussed outstanding items from the previous minutes and administration was asked to create an ongoing action list to capture all motions with an action required.

The committee began a discussion in reference to motion LSC-17-09-018 regarding the spread of noxious weeds and crop disease through contaminated/used farm equipment. The Agricultural Service Board has not implemented a plan for equipment contamination.

**LSC-18-10-006**      **MOVED** by Boyd Langford

That administration write a letter to the Minister of Agriculture and Forestry explaining the risks of noxious weeds and crop diseases spreading to the municipality and preventative measures that can be supported/implemented by the province.

**CARRIED**

**LSC-18-10-007**      **MOVED** by Boyd Langford

That the Land Stewardship Committee recommends to Agricultural Service Board to create an awareness campaign in regards to preventing the spread of noxious weeds and crop diseases from

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

entering the County.

**CARRIED**

Chair Eric Jorgensen called a recess at 10:57 a.m. and reconvened the meeting at 11:07 a.m.

**LSC-18-10-008**      **MOVED** by Crystal McAteer

That the minutes of the September 1, 2017 Land Stewardship Committee Meeting be adopted as presented.

**CARRIED**

7.      **Road Allowances**

**LSC-18-10-009**      **MOVED** by Lisa Wardley

That administration revise existing policies to require that undeveloped road allowances remain treed and that the revised policies will be taken to the Municipal Planning Commission, the Agricultural Service Board, and the Land Stewardship Committee for review and recommendation.

**CARRIED**

**LSC-18-10-010**      **MOVED** by Beth Kappelar

That the Land Stewardship Committee recommend to Council that a three (3) year moratorium be placed on the development of road allowances for non-municipal use until new policies and procedures are in place.

**CARRIED**

Chair Eric Jorgensen called a recess at 11:57 a.m. and reconvened at 12:30 p.m.

**LSC-18-10-011**      **MOVED** by Lisa Wardley

That administration write to Alberta Transportation requesting their policies and procedures for the clearing of government right of ways.

**CARRIED**

8.      **Shelterbelts**

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

The committee discussed the importance of shelterbelts and they feel that policy revision for road allowances is a great start to encourage the use of shelterbelts.

The committee is also interested in adding different tree species to the shelterbelt program for variety and additional nurseries to get trees since local orders weren't filled.

#### **11.a) Holistic Land Design Course**

Jacque Bateman shared the information with the committee, the committee is interested to learn more about the course content. The committee would like administration to follow up with the facilitators of the course to get a cost estimate to bring them to the County.

**LSC-18-10-012**      **MOVED** by Jacque Bateman

That administration put together a Mackenzie County Agricultural Census request for the 2019 budget.

**CARRIED**

**LSC-18-10-013**      **MOVED** by Jacque Bateman

That administration apply to the Canadian Agricultural Partnership Grant for funding towards the Agricultural Census.

**CARRIED**

Boyd Langford left the meeting at 1:23 p.m.

No longer enough members for quorum. Meeting continued, with items being discussed as information only.

#### **12. NEXT MEETING DATE**

- ❖ Thursday, December 6, 2018 at 11:00 a.m.  
Mackenzie County Council Chambers, Fort Vermilion, AB.

#### **13. ADJOURNMENT**

**LSC-18-10-014**      **MOVED** by Crystal McAteer

That the Land Stewardship Committee Meeting be adjourned at 1:55 p.m.

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

**CARRIED**

These minutes were adopted this 6<sup>th</sup> day of December, 2018.

\_\_\_\_\_  
Eric Jorgensen, Chair

DRAFT

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



Mackenzie County

# REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>November 13, 2018</b>
<b>Presented By:</b>	<b>Byron Peters, Deputy Chief Administrative Officer</b>
<b>Title:</b>	<b>Municipal Planning Commission Meeting Minutes</b>

**BACKGROUND / PROPOSAL:**

The minutes of the October 11, 2018 and October 30, 2018 Municipal Planning Commission meeting are attached.

**OPTIONS & BENEFITS:**

N/A

**COSTS & SOURCE OF FUNDING:**

N/A

**SUSTAINABILITY PLAN:**

N/A

**COMMUNICATION:**

N/A

Author: B. Peters Reviewed by: \_\_\_\_\_ CAO: \_\_\_\_\_

**RECOMMENDED ACTION:**

- Simple Majority       Requires 2/3       Requires Unanimous

That the Municipal Planning Commission meeting minutes of October 11, 2018 and October 30, 2018 be received for information.

**Author:** B. Peters      **Reviewed by:** \_\_\_\_\_      **CAO:** \_\_\_\_\_



**MACKENZIE COUNTY  
Municipal Planning Commission Meeting**

**Mackenzie County Office  
La Crete, AB**

**Thursday, October 11, 2018 @ 10:00 a.m.**

**PRESENT:**

Erick Carter	Chair, MPC Member
Jack Eccles	Vice Chair, MPC Member
Beth Kappelar	MPC Member
David Driedger	Councillor, MPC Member
Jacque Bateman	Councillor, MPC Member

**ADMINISTRATION:**

Byron Peters	Deputy Chief Administrative Officer
Caitlin Smith	Planning Supervisor
Lynda Washkevich	Development Officer
Laura Braun	Administrative Assistant/Recording Secretary

**MOTION**            1.    **CALL TO ORDER**

Erick Carter called the meeting to order at 10:00 a.m.

2.    **ADOPTION OF AGENDA**

**MPC-18-10-146**    **MOVED** by David Driedger

That the agenda be adopted as presented.

**CARRIED**

3.    **MINUTES**

a) **Adoption of Minutes**

**MPC-18-10-147**    **MOVED** by Beth Kappelar

That the minutes of September 20, 2018 Municipal Planning Commission meeting be adopted as presented.

**CARRIED**

b) **Business Arising from Previous Minutes**

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

None.

4. **TERMS OF REFERENCE**

For information.

5. **DEVELOPMENT**

- a) **195-DP-18 Benny Driedger  
Shop – Personal with a 20% Height Variance  
Hamlet Country Residential “H-CR”  
Plan 052 0560, Block 04, Lot 08**

**MPC-18-10-148 MOVED** by Beth Kappelar

That Development Permit 195-DP-18 on Lot 08, Block 04, Plan 052 0560 in the name of Benny Driedger be APPROVED with the following conditions:

Failure to comply with one or more of the attached conditions shall render this permit Null and Void

1. A **20% Height Variance** for the Shop – Personal is hereby granted. The Shop – Personal shall be a maximum of **24 feet high (7.32 meters) from grade to peak.**

**Minimum building setbacks are:**

- a) **15.2 meters (50 feet) front (East) yard;**  
b) **4.6 meters (15 feet) sides (North & South) yard;**  
c) **7.6 meters (25 feet) rear (West) yard; from the property lines.**
2. **The lowest opening of the building shall be a minimum of 2.0% above the centerline elevation of the street abutting the property.**
3. The maximum area of the Shop – Personal shall be 223 square meters (2400 square feet).
4. **This Shop is approved for personal purposes only and no commercial activity is permitted in this building. If you require the shop for an Owner/Operator Business then you must apply for another Development Permit and a Business License will be required.**
5. The Shop – Personal shall not be used as a dwelling.

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

6. The architecture, construction materials and appearance of buildings and other structures shall be to accepted standards and shall compliment the natural features and character of the site to the satisfaction of the Development Authority.
7. Building to be connected to the municipal water and sewer system and the cost of connection fees will be borne by the owner.
8. The Municipality has assigned the following address to the noted property **8912– 93 Street**. You are required to display the address (**8912**) to be clearly legible from the street and be on a contrasting background. The minimum size of the characters shall be four inches in height.
9. Provide adequate off street parking as follows: *The minimum parking shall be 300 square feet per vehicle owned plus an additional 500 square feet for off street parking. "One parking space, including the driveway area, shall occupy 300 square feet."*
10. **This permit approval is subject to the access to the property being constructed to County standards. PRIOR to installation of a new access or changing location of existing access, complete a Request for Access form by contacting the Operational Services Department for Mackenzie County at 780-928-3983. Access to be constructed to Mackenzie County standards and at the developers' expense.**
11. No construction or development is allowed on or in a right-of-way. It is the responsibility of the developer/owner/occupant to investigate the utility rights-of-way, if any, that exist on the property prior to commencement of any construction and to ensure that no construction or development is completed on any utility right-of-way.
12. The total site area (lot) shall have a positive surface drainage without adversely affecting the neighbouring properties.
13. The Developer shall at all times comply with all applicable Federal, Provincial and Municipal legislation and regulations and County Bylaws and resolutions relating to the development of the lands.

**CARRIED**

**b) 199-DP-18 Trudy & Kyle Lanti  
Cottage with a 50% Setback Variance  
Country Recreational "CREC"  
Plan 012 2639, Lot 36**

**MPC-18-10-149 MOVED** by Jack Eccles

That Development Permit 199-DP-18 on Plan 012 2639;;36 in the name

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\_\_\_\_\_

of Trudy & Kyle Lanti be APPROVED with the following conditions:

Failure to comply with one or more of the attached conditions shall render this permit Null and Void

1. A 50% **Setback Variance** for the Cottage from the back (Rear) property line is hereby granted. The Cottage shall be 6.1 meters (20 feet) from the rear property line.
2. **Remaining minimum building setbacks: 12.2 meters (40 feet) from all other property lines.**
3. The cottage shall be no more than two storeys in height and 186.0 square meters (2,002 square feet) in area.
4. A 10.0m (32.8ft) minimum radius around all structural DEVELOPMENTS on the site which should be free of all trees, shrubs and fine fuels.
5. A reduced fuel zone radius of 20.0m (65.6ft) minimum from (i) above in which flammable trees are thinned, all dead & down and dead standing material is removed, all branches, living, or dead, on residual coniferous trees shall be removed to a height of 2.0m (6.6ft) above ground level.
6. **Any additional tree clearing on the lot has to be approved by a development authority.**
7. A minimum of two (2) parking stalls is required.
8. The site shall be landscaped as required by the Development Authority to ensure proper vegetation and tree coverage for appearance and drainage purposes.
9. The site shall be of a style and appearance which is compatible with the natural qualities of the recreation area. The character and appearance of all DEVELOPMENT on each recreation LOT shall be maintained to minimize any adverse impacts which may occur on adjacent recreation LOTS or the recreation area in general.
10. All water and sewage disposal must conform to the requirements of the Hutch Lake AREA STRUCTURE PLAN and Alberta Private Sewage Systems Standard of Practice 2015.
11. **This permit approval is subject to the access to the property being constructed to County standards.** PRIOR to installation of a new access or changing location of existing access, complete a Request for Access form by contacting the Operational Services Department for Mackenzie County at 780-928-3983. Access to be constructed at the developers' expense.

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12. No construction or development is allowed on or in a right-of-way. It is the responsibility of the developer/owner/occupant to investigate the utility rights-of-way, if any, that exist on the property prior to commencement of any construction and to ensure that no construction or development is completed on any utility right-of-way.
13. The total site area (lot) shall have a positive surface drainage without adversely affecting the neighbouring properties.
14. The Developer shall at all times comply with all applicable Federal, Provincial and Municipal legislation and regulations and County Bylaws and resolutions relating to the development of the lands.

**CARRIED**

**6. SUBDIVISIONS**

- a) **30-SUB-18 Reuben & Trudy Derksen  
3.67 Acre Subdivision  
Plan 102 2263, Block 01, Lot 03**

**MPC-18-10-150** **MOVED** by David Driedger

That Subdivision Application 30-SUB-18 in the name of Reuben and Trudy Derksen on Plan 102 2263, Block 01, Lot 03 be APPROVED with the following conditions:

1. This approval is for a single lot urban subdivision, 3.67 acres (1.484 hectares) in size.
2. Applicant/developer shall enter into and abide by a Development Agreement with the Mackenzie County which shall contain, but is not limited to:
  - a) Prior to any development on the proposed subdivision, the developer shall obtain a development permit from the Municipality,
  - b) All sewage disposals shall conform to the Alberta Private Sewage Systems Standard of Practice 2015.
    - I. The developer must either install a new sewer system that meets the setback regulation or connect to the private sewer line service adjacent to the property. Proof of an approved private sewage permit for a new system or proof of connection to the private sewer line service is required. **This shall be completed prior to**

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**registration of the subdivision at Alberta Land Titles.**

- c) Provision of all water lines, including all fittings and valves as required by the County,
- d) Provision of municipal servicing (water) to the lot,
- e) Provision of access to lot being created by the subdivision and the balance of the lands in accordance with Mackenzie County standards at the developers' expense. This requirement is in accordance with Mackenzie County's Access Construction Policy No. PW039;
- f) Provision of utilities (power, gas, telephone, etc.) to each lot. Such utilities to be provided in a location and to a standard to be approved by the appropriate utility company and the County. Responses from utilities companies are shown in Schedule "C" hereto attached. Written confirmation of the completed utility installation is required to be submitted to the County by each utility company prior to registration of the subdivision,
- g) Provision of and/or negotiation for utilities rights-of-way and/or easements as required by utilities companies. Any costs incurred for line relocation will be the responsibility of the developer. All utility lanes/lots must be accessible. All public utility lanes/lots shall be cleared to ground level with all tree stumps and debris removed and then landscaped. Where necessary, utility lanes/lots shall be excavated or landscaped to provide drainage for the subdivision. Any excavation or landscaping of the public utility lanes/lots shall be to engineered plans and completed prior to the installation of utilities,
- h) The developer is responsible for site grading and landscaping to design elevation and seeding with grass or other approved landscaping, in a manner that does not negatively impact adjacent properties or infrastructure.
- i) Any outstanding property taxes shall be paid in full prior to registration of title,

**CARRIED**

- b) 31-SUB-18 Jacob & Anne Doerksen  
5.00 Acre Subdivision  
NE 08-106-15-W5M**

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\_\_\_\_\_

**MPC-18-10-151 MOVED** by Jack Eccles

That 31-SUB-18 be tabled for more information.

**CARRIED**

**7. MISCELLANEOUS ITEMS**

None.

**8. IN CAMERA**

None.

**9. MEETING DATES**

- ❖ Tuesday, October 30, 2018 @ 10:00 a.m. in Fort Vermilion
- ❖ Thursday, November 15, 2018 @ 10:00 a.m. in La Crete
- ❖ Thursday, December 6, 2018 @ 10:00 a.m. in Fort Vermilion

**10. ADJOURNMENT**

**MPC-18-10-152 MOVED** by Jacquie Bateman

That the Municipal Planning Commission Meeting be adjourned at 10:34 a.m.

**CARRIED**

These minutes were adopted this 30<sup>th</sup> day of October, 2018.

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Erick Carter, Chair

**MACKENZIE COUNTY  
Municipal Planning Commission Meeting**

**Mackenzie County Office  
Fort Vermilion, AB**

**Tuesday, October 30, 2018 @ 10:00 a.m.**

<b>PRESENT:</b>	Erick Carter	Chair, MPC Member
	Beth Kappelar	Vice Chair, MPC Member
	Jacque Bateman	Councillor, MPC Member (via teleconference)
	David Driedger	Councillor, MPC Member (via teleconference)
	John W Driedger	MPC Member
<b>ADMINISTRATION:</b>	Caitlin Smith	Planning Supervisor
	Kristin Darling	Planner
	Lynda Washkevich	Development Officer
	Laura Braun	Administrative Assistant/Recording Secretary

**MOTION**            1.    **CALL TO ORDER**

Caitlin Smith called the meeting to order at 10:00 a.m.

2.    **ADOPTION OF AGENDA**

**MPC-18-10-153**    **MOVED** by Beth Kappelar

That the agenda be adopted as presented

**CARRIED**

3.    **ELECTIONS**

a) **Chair**

Caitlin Smith called for nominations for the position of Chairperson.

First Call: Beth Kappelar nominated Erick Carter. Accepted.

Second Call: No further nominations.

Third Call: No further nominations.

**MPC-18-10-154**    **MOVED** by Jacque Bateman

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That the nominations cease for the position of Chairperson.

**CARRIED**

Caitlin Smith declared Erick Carter Chairperson by acclamation.

**b) Vice Chair**

Caitlin Smith called for nominations for the position of Vice Chairperson.

First Call: Jacquie Bateman nominated Beth Kappelar. Accepted

Second Call: No further nominations

Third Call: No further nominations.

**MPC-18-10-155 MOVED** by David Driedger

That the nominations cease for the position of Vice Chairperson.

**CARRIED**

Caitlin Smith declared Beth Kappelar Vice Chairperson by acclamation.

Caitlin Smith turned the meeting over to Chair Erick Carter at 10:02 a.m.

**4. TERMS OF REFERENCE**

**MPC-18-10-156 MOVED** by Beth Kappelar

That the Terms of Reference be received for information.

**CARRIED**

**5. REVIEW OF MPC'S MANDATE, ROLE & RESPONSIBILITIES.**

**MPC-18-10-157 MOVED** by Jacquie Bateman

That the MPC's mandate, role & responsibilities be received for information.

**CARRIED**

**6. REVIEW OF PROCEDURAL BYLAW 977-14**

**MPC-18-10-158 MOVED** by John W Driedger

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That the Procedural Bylaw 977-14 be received for information.

**CARRIED**

**7. MINUTES**

**a) Adoption of Minutes**

**MPC-18-10-159 MOVED** by Beth Kappelar

That the minutes of October 11, 2018 Municipal Planning Commission meeting be adopted as presented.

**CARRIED**

**b) Business Arising from Previous Minutes**

None.

**8. DEVELOPMENT**

**a) 206-DP-18 Dustin Chalifoux  
Home Based Business – Minor  
Manufactured Home Subdivision “MHS”  
Plan 962 3400, Block 23, Lot 03**

**MPC-18-10-160 MOVED** by Beth Kappelar

That Development Permit 206-DP-18 on Plan 962 3400, Block 23, Lot 03 in the name of Dustin Chalifoux be APPROVED with the following conditions:

Failure to comply with one or more of the attached conditions shall render this permit Null and Void

1. **This development permit may be revoked at any time, if, in the opinion of the Development Authority, the Home Based Business Minor has become detrimental or otherwise incompatible with the amenities of the neighborhood.**
2. **Comply with applicable legislation under the Public Health Act and obtain the appropriate approvals prior to commencement of development. Contact the Health Inspector at 780-841-3252.**
3. **This development permit expires October 31, 2020. Should the Home Based Business Minor still be in operation, a new**

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**development permit will be required.**

4. **At all times, the privacy of the adjacent dwellings shall be preserved and the Home Based Business shall not unduly offend the surrounding residents by way of excessive lighting, noise, traffic, congestion, late visitations by clients.**
5. **The business shall be operated by the resident of the principal dwelling and may include one (1) non-resident employee.**
6. The Home Based Business shall not involve client and customer visits outside of the hours of 8:00 a.m. – 6:00 p.m.
7. Provide adequate off street parking as follows: The minimum parking standards would be 2 parking spaces, which would include 1 space allocated to customer parking. *“One parking space, including the driveway area, shall occupy 27.87 square meters (300 square feet).”*
8. The Municipality has assigned the following address to the noted property (**10705-102 Ave.**). You are required to display the address (**10705**) to be clearly legible from the street and be on a contrasting background. The minimum size of the characters shall be four inches in height.
9. No construction or development is allowed on a right-of-way. It is the responsibility of the developer/owner/occupant to investigate the utility rights-of-way, if any, that exist on the property prior to commencement of any construction and to ensure that no construction or development is completed on any utility right-of-way.
10. Home Based Businesses are limited to one sign not exceeding 1.1 square meters (12 square feet) in area.
11. The sign shall not be placed within the Road Right of Way.
12. The site and sign shall be kept in a safe, clean, and tidy condition, or may be required to be renovated or removed.
13. The sign shall:
  - a. Not obstruct the orderly and safe flow of vehicular and pedestrian traffic,
  - b. Not unduly interfere with the amenities of the district,
  - c. Not materially interfere with or affect the use, enjoyment or value of neighbouring properties, and
  - d. Not create visual or aesthetic blight.
14. Illumination of any signs must not negatively affect, nor pose a safety hazard to, an adjacent site or street.

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15. Wiring and conduits of any signs must be concealed from view.
16. The total site area (lot) shall have a positive surface drainage without adversely affecting the neighbouring properties.
17. The Developer shall at all times comply with all applicable Federal, Provincial and Municipal legislation and regulations and County Bylaws and resolutions relating to the development of the lands.

**CARRIED**

**9. SUBDIVISION**

None.

**10. MISCELLANEOUS ITEMS**

- a) **1xxx-18 Land Use Bylaw Amendment  
To Amend the Development Permit Appeal Periods  
to Reflect the MGA Changes**

**MPC-18-10-161 MOVED** by David Driedger

That the Municipal Planning Commission recommend to Council to approve Bylaw 10\_\_-18 being a Land Use Bylaw Amendment to amend Sections 5.8.5, 5.15.4 and 6.3.2 to reflect the MGA changes increasing the appeal period for development permits from 14 days to 21 days.

**CARRIED**

**11. IN CAMERA**

None.

**12. MEETING DATES**

- ❖ Thursday, November 15, 2018 @ 10:00 a.m. in La Crete
- ❖ Thursday, December 6, 2018 @ 10:00 a.m. in Fort Vermilion

**13. ADJOURNMENT**

**MPC-18-10-162 MOVED** by Jacquie Bateman

That the Municipal Planning Commission Meeting be adjourned at 10:11 a.m.

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**CARRIED**

These minutes were adopted this 15<sup>th</sup> day of November, 2018.

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Chair, Erick Carter





Mackenzie County

# REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>November 13, 2018</b>
<b>Presented By:</b>	<b>Dave Fehr, Director of Operations</b>
<b>Title:</b>	<b>Tompkins Crossing Committee Meeting Minutes</b>

**BACKGROUND / PROPOSAL:**

The unapproved minutes of the October 19, 2018 meeting are attached.

**OPTIONS & BENEFITS:**

**COSTS & SOURCE OF FUNDING:**

**SUSTAINABILITY PLAN:**

**COMMUNICATION:**

**RECOMMENDED ACTION:**

- Simple Majority
  Requires 2/3
  Requires Unanimous

That the Tompkins Crossing Committee unapproved minutes of the October 19, 2018 be received for information.

Author: S Wheeler Reviewed by: \_\_\_\_\_ CAO: \_\_\_\_\_

**MACKENZIE COUNTY  
Tompkins Crossing Committee  
October 19, 2018 10:00 a.m.  
La Crete Conference Room**

- PRESENT:** Peter Braun Reeve  
Josh Knelsen Councillor/Chair  
Ernie Peters Councillor/Vice Chair  
Anthony Peters Councillor
- ADMINISTRATION:** Len Racher Chief Administrative Officer  
Dave Fehr Director of Operations  
Bill Hiebert Public Works Supervisor (South)  
Sylvia Wheeler Public Works Admin Officer /  
Recording Secretary  
Madison Dyck Public Works Admin Assistant
- OTHERS:** Mae Stewart Operations Engineer, Alberta  
Transportation  
Paul Catt Maintenance Contract Inspector,  
Alberta Transportation  
George Driedger Ice Bridge Sub-Contractor  
Abe Driedger Ice Bridge Sub-Contractor
- CALL TO ORDER:** **1. a) Call to Order**  
Chair Knelsen called the meeting to order at 10:03 a.m.
- AGENDA:** **2. a) Adoption of Agenda**
- MOTION TC-18-10-011** **MOVED** by Councillor A. Peters  
That the agenda be adopted as presented.  
**CARRIED**
- ORGANIZATION:** **3. a) Terms of Reference**
- MOTION TC-18-10-012** **MOVED** by Reeve Braun  
That the Terms of Reference be received for information.  
**CARRIED**
- MINUTES:** **4. a) Adoption of Minutes from May 28, 2018**
- MOTION TC-18-10-013** **MOVED** by Councillor E. Peters



That the minutes from May 28, 2018 be adopted as presented.

**CARRIED**

**DELEGATIONS:**

**5. a) None**

**NEW BUSINESS:**

**6. a) Sub-Contract for Ice Bridge (pg 9-10 of contract)**

Current contract is in effect from October 14, 2016 to April 30, 2019.

**MOTION TC-18-10-014**

**MOVED** by Councilor A. Peters

That the term of the contract be received for information.

**CARRIED**

**6. b) Ice Bridge Start-Up – Alberta Transportation**

Review of Last Year's Operations

- Though there were challenges as stated in the wrap-up meeting in May, we did work great together!
- One day shy of breaking the closed for season record.
- Preparing an Ice Bridge Etiquette sign (when to proceed across the ice, other vehicles and loaded trucks crossing, etc.) is underway.

Safety Pre-Construction Meeting

- Very little has changed since last pre-construction meeting, contacts are the same.
- County will provide AT with COR as current expires March 23, 2019

*Chair Knelsen recessed the meeting at 10:46 a.m. and reconvened at 10:54 a.m.*

Contract CON0017735

- County has contacted an engineer who is willing to 'sign-off' on the ice bridge capacity of 65 tonnes.
- County will provide AT with updated:
  - Operation and Safety Plan
  - Ice Monitoring and Measuring Procedure
  - Traffic Accommodation Strategy

\_\_\_\_\_  
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- 511 Alberta has been great with adding the ice bridge tonnage each time notifications were sent out.
- This contract expires April 30, 2019

Other Business

Numerous items were discussed:

- ice bridge width
- ice bridge lanes
- ice bridge position crossing river

Above points would not be considered in current contract as these suggestions would require prior approvals and/or budgetary approvals.

- maintenance of highway 697 concerning layer of ice build-up near river
- cell service at river
- traffic cameras to record crossing use
- industry money lost due to not able to cross the river at all times
- pressure from community for a bridge

More items were discussed that pertain to the pending study that MOST Engineering has been conducting. Questions and concerns identified the January 2018 meeting were quite similar and should be addressed in the release of the study:

- river bottom study
- landing relocation
- shift change tardiness
- two lanes (light & heavy traffic)
- load carrying capacity

Additional items under 'Other Business' discussed:

- ditching on Highway 697
- toilet on Highway 88 at marker 229

Alberta Transportation employees voiced that they were interested in working together with Mackenzie County with any ideas we might have.

**MOTION TC-18-10-015    MOVED** by Councillor Bateman

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That the discussion be received for information.

**CARRIED**

**INFORMATION /**

**CORRESPONDANCE: 6. a) None**

**NEXT MEETING: 7. a) At the Call of the Chair**

**ADJOURNMENT: 8. a) Adjournment**

**MOTION TC-18-10-016 MOVED** by Reeve Braun

That the meeting be adjourned at 11:45 a.m.

**CARRIED**

These minutes were adopted at the \_\_\_\_\_ meeting.

\_\_\_\_\_  
**Josh Knelsen, Chair**

\_\_\_\_\_  
**Dave Fehr,  
Director of Operations**

UNAPPROVED

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Mackenzie County

# REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>November 13, 2018</b>
<b>Presented By:</b>	<b>Grant Smith, Agricultural Fieldman</b>
<b>Title:</b>	<b>Agricultural Service Board Meeting Minutes</b>

**BACKGROUND / PROPOSAL:**

The minutes of the November 2, 2018 Agricultural Service Board meeting are attached.

**OPTIONS & BENEFITS:**

N/A

**COSTS & SOURCE OF FUNDING:**

N/A

**SUSTAINABILITY PLAN:**

N/A

**COMMUNICATION:**

N/A

Author: \_\_\_\_\_ Reviewed by: \_\_\_\_\_ CAO: \_\_\_\_\_

**RECOMMENDED ACTION:**

- Simple Majority       Requires 2/3       Requires Unanimous

That the Agricultural Service Board meeting minutes of November 2, 2018 be received for information.

Author: C. Sarapuk      Reviewed by: \_\_\_\_\_      CAO: \_\_\_\_\_

**MACKENZIE COUNTY  
AGRICULTURAL SERVICE BOARD MEETING**

**Friday November 2, 2018**

**9:00 A.M.**

**Fort Vermilion Office**

<b>PRESENT:</b>	Josh Knelsen	Reeve
	Ernie Peters	ASB Chair
	Anthony Peters	Councillor
	Terry Batt	Member at Large
	Dicky Driedger	Member at Large
	Joe Peters	Member at Large

**REGRETS:**

<b>ALSO PRESENT:</b>	Grant Smith	Agricultural Fieldman
	Colleen Sarapuk	Public Works Administrative Officer (Recording Secretary)

Minutes of the Mackenzie County Agricultural Service Board meeting held on Friday November 2, 2018.

**CALL TO ORDER:                    1. a)    Call to Order**

Len Racher called meeting to order at 9:00 a.m.

**AGENDA:                            2. a)    Adoption of Agenda**

**MOTION ASB 18-11-091            Moved by Ernie Peters**

That the agenda be adopted as presented.

**CARRIED**

**PREVIOUS MINUTES                3.a) Minutes of the September 18, 2018 ASB Minutes**

**MOTION ASB 18-11-092            Moved by Josh Knelsen**

That the minutes of the September 18, 2018 ASB meeting be approved as presented.

**CARRIED**

**Election of Chair                    4.a) Election of Chair**

Mr. Racher called for nominations for the position of Chair for the Agricultural Service Board for the period November 2, 2018 to November 2019.

First Call: Councillor A. Peters nominated Councillor E. Peters

Second Call: No further nominations.

Third Call: No further nominations.

Councillor E. Peters was **acclaimed** as Chair for the Agricultural Service Board for the period November 2, 2018 to November 2019.

Mr. Racher turned over the Chair to newly elected Chair Ernie Peters.

**BUSINESS ARISING FROM  
PREVIOUS MINUTES  
MOTION ASB 18-11-093**

**5.a) Irrigation District Funding**

**Moved by** Ernie Peters

That the ASB recommend to Council to create an Irrigation District Ad Hoc Committee.

**CARRIED**

**ACTION LIST**

**MOTION ASB 18-11-094**

**6.a) Action List**

**Moved by** Josh Knelsen

That action list be received as information.

**CARRIED**

**7.a) Agronomist/Consultant Mackenzie County Organic Success Program.**

**The Agricultural Service Board met with Julie Bernier with Ms. Bernier assured the ASB that weed control would be a major focal point she will be speaking to organic farmers about, along with proper crop rotation.**

**MOTION ASB 18-11-095**

**Moved by** Joe Peters

That the delegation be received for information.

**CARRIED**

**8.a) Buffalo Head/Seephill Creek Project - Video**

**MOTION ASB 18-11-096**

**Moved by** Josh Knelsen



That the Buffalo Head/Steephill Creek Project Video be received for information.

**CARRIED**

**8.b) Land Clearing Proposal**

**MOTION ASB 18-11-097**

**Moved by** Anthony Peters

That administration re-advertises the Land Clearing Proposal with a closing date of December 10, 2018 at 4:30 p.m.

**CARRIED**

**8.c) Land Stewardship Committee Requests**

**MOTION ASB 18-11-098**

**Moved by** Josh Knelsen

That administration apply for grant funding to conduct an Agricultural Census of Mackenzie County.

**CARRIED**

**8.d) 2019 Resolution Discussion**

**MOTION ASB 18-11-099**

**Moved by** Dicky Driedger

That the 2019 Resolution Discussion be received for information.

**CARRIED**

**8. e) VSI –AGM**

**MOTION ASB 18-11-100**

**Moved by** Joe Peters

That the VSI – AGM discussion be received for information.

**CARRIED**

**8.f) Neonicotinoid Product Phase Out**

**MOTION ASB 18-11-101**

**Move by** Josh Knelsen

That a letter of support be sent to Clear Hills County.

**CARRIED**

**8.g) Diseased Wood Bison Stakeholder Meeting Minutes**

**MOTION ASB 18-11-102**

**Moved by** Josh Knelsen

That the Diseased Wood Bison Discussion be received for information. – No minutes were available at the time of the ASB meeting.

**CARRIED**

**CLOSED MEETING**

**9.a) Closed Meeting**

**MOTION ASB 18-11-103**

**Moved by** Joe Peters

**That the ASB move into a closed meeting at 11:32 am to discuss the following:**

**9.a) Weed Notice Appeal** (s.16)

**9.b) Personal** (FOIP, Div. 2, Part 1, s. 17, 19, 24)

**CARRIED**

**All ASB members and administration were present for the in-camera session. (MGA Section 602.08(1)(6))**

**MOTION ASB 18-11-104**

**Moved by** Joe Peters

That the ASB move out of a closed meeting at 11:32 am.

**CARRIED**

**Moved by** Dicky Driedger

That the Weed Notice Appeal and Personal discussion be received for information.

**CARRIED**

**SET NEXT MEETING DATE**

**8.a) Next Meeting Date**

The next ASB meeting will be held on January 9, 2019 at 9:00 AM.

**ADJOURNMENT**

**9.a) Adjournment**

**MOTION ASB 18-11-105**

**Moved by** Ernie Peters

That the ASB meeting be adjourned at 11:55 am.

**CARRIED**

These minutes will be presented for approval at the January 9, 2019 ASB Meeting.

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Josh Knelsen, Chair

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Grant Smith, Agricultural Fieldman





Mackenzie County

# REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>November 13, 2018</b>
<b>Presented By:</b>	<b>Len Racher, Chief Administrative Officer</b>
<b>Title:</b>	<b>Information/Correspondence</b>

**BACKGROUND / PROPOSAL:**

The following items are attached for your information, review, and action if required.

- Action List
- Correspondence – Skills Canada Alberta (North West Regional Skills Canada Competition 2019)
- Correspondence – Alberta Municipal Affairs (DRP Application Approval)
- Correspondence – Grande Prairie & District Chamber of Commerce (Growing the North 2019 Sponsorship)
- Correspondence – Rodney Schmidt (Letter of appreciation)
- Correspondence – Alberta Environment & Parks (Letter to Chief Meneen re: Natural Gas Pipeline Project)
- Correspondence – Alberta Municipal Affairs (Response to Meeting Request)
- Correspondence – Alberta Indigenous Relations (First Nations and Metis Settlements Consultation Policies Renewal)
- Bill 23 Fact Sheet – Renewing Local Democracy in Alberta
- Water North Coalition – Water and Wastewater Funding Opportunities
- Managing TB and Brucellosis Disease Risk in Wood Buffalo National Park Working & Stakeholder Groups Meeting Minutes
- Boreal Housing Foundation Meeting Minutes
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Author: C. Gabriel Reviewed by: \_\_\_\_\_ CAO: \_\_\_\_\_

**OPTIONS & BENEFITS:**

**COSTS & SOURCE OF FUNDING:**

**SUSTAINABILITY PLAN:**

**COMMUNICATION:**

**RECOMMENDED ACTION:**

Simple Majority       Requires 2/3       Requires Unanimous

That the information/correspondence items be accepted for information purposes.

Author: C. Gabriel      Reviewed by: \_\_\_\_\_      CAO: \_\_\_\_\_

## Mackenzie County Action List as of October 24, 2018

### *Council Meeting Motions Requiring Action*

Motion	Action Required	Action By	Status
<b>May 28, 2013 Council Meeting</b>			
13-05-375	That the Zama Access paving be the first capital priority for paving a road outside a hamlet boundary and that administration continue reviewing options and applying for provincial and/or federal grants as these may become available with intent to complete the paving of this road.	Len	Expression of Interest Submitted
<b>February 22, 2016 Council Meeting</b>			
16-02-135	That the County covers the additional cost of the survey on Plan 5999CL, Lot E to date and have administration release a copy of the report to the landowner informing them that the initial investigation survey has been completed.	Byron	Refer to Motion 18-06-411  In progress. Meeting with landowners.
<b>May 10, 2016 Regular Council Meeting</b>			
16-05-354	That administration be authorized to proceed as follows in regards to the Zama Crown Land Procurement: <ul style="list-style-type: none"> <li>• cancel PLS 080023;</li> <li>• <b>pursue acquisition of land parcels as identified on the map presented in red;</b></li> <li>• identify a parcel of land to be subdivided from Title Number 102 145 574 +1 (Short Legal 0923884; 21; 1) and offered for trade or sale to Alberta Environment and Parks due to its unsuitability for a hamlet development , specifically the land use restrictions per Alberta Energy Regulator.</li> </ul>	Don	PLS Cancelled.  Asset list with all leases, caveats, dispositions, easements, etc.  Response Received from AEP 2017-11-27.  Application submitted.  RFD to Council once response is received to our application.
<b>July 12, 2016 Regular Council Meeting</b>			
16-07-526	That the County pursue purchasing the leased lands at the Hutch Lake campground.	Doug Len	Application for purchase of Hutch Lake has been processed.
<b>August 9, 2016 Regular Council Meeting</b>			
16-08-599	That administration proceed with registering the utility right of way on NE 3-106-15-W5M and NW 3-106-15-W5M. (La Crete SE Drainage Ditch)	Byron	Re-negotiating with landowners.
<b>November 23, 2016 Regular Council Meeting</b>			
16-11-868	That Mackenzie County initiate discussions with First Nations with the intention of creating a Memorandum of Understanding for a communication protocol between Mackenzie County and our First Nation neighbours.	Doug	Working on establishing relationships that will inform the communication protocol.

Motion	Action Required	Action By	Status
December 13, 2016 Regular Council Meeting			
16-12-913	That administration change equipment values as determined and to engage in an appraisal for buildings over \$100,000 as per amended list in 2017.	Doug	Contract Awarded. Completion 2018-10-31
February 14, 2017 Regular Council Meeting			
17-02-113	That third reading of Bylaw 1050-16 being a Land Use Bylaw Amendment to rezone part of SE 16-106-15-W5M from La Crete General Commercial District "GC1" to Manufactured Home Subdivision 1 "MHS1" to accommodate the development of residential lots be <b>TABLED until the area structure plan and servicing requirements have been reviewed for the area.</b>	Byron	Developers are not actively pursuing, however they have not withdrawn their application. <i>(Bylaw will expire January 9, 2019 if not passed)</i>
April 11, 2017 Regular Council Meeting			
17-04-254	That administration bring back options for an additional sub-class under residential for lots too small to legally develop.	Byron Bill	In progress.
June 13, 2017 Regular Council Meeting			
17-06-439	That administration look at options for a future fire hall in the Hamlet of Fort Vermilion, outside of the downtown core.	Byron Doug	Long term discussion for 5 year plan. Proposed locations being assessed.
June 28, 2017 Council Meeting			
17-06-445	That administration be directed to enter into an agreement with CanWest Air for the lease of a new terminal at the Fort Vermilion airport, with the terms and conditions as discussed.	Byron	<i>2018-09-24 Council indicated to proceed with lease noting that fees may change.</i>
August 23, 2017 Council Meeting			
17-08-593	That administration proceed with meeting with the developers and draft an off-site levy bylaw for the La Crete Sanitary Sewer Expansion project.	Fred Byron	Finalizing report then draft offsite levy bylaw.
September 25, 2017 Council Meeting			
17-09-650	That administration work with the Mackenzie Ski Hill Society to obtain a Registered Road Disposition (RRD) disposition for the road, and that the County commits to an endeavor to assist, as per current policy, to cover a portion of road construction costs to the proposed ski hill in the Buffalo Head Hills.	Dave	Ongoing.
December 11, 2017 Budget Council Meeting			
17-12-897	That administration review the need for the changes/additions to the Fort Vermilion Shop and consider the need for a new fire hall in Fort Vermilion and investigate other building options.	Doug	2019 Budget Discussion
February 27, 2018 Council Budget Meeting			
18-02-146	That the replacement of the 1995 GMC Fire Truck be approved with an initial down payment of \$50,000 coming from the Vehicle & Equipment and Emergency	Doug	Funding transfer complete.



Motion	Action Required	Action By	Status
	Services Reserve and that the balance be paid, up to a maximum of \$500,000, upon receipt with funding coming from the Vehicle & Equipment and Emergency Services Reserve <b>and that the 1995 GMC Fire Truck be disposed upon arrival of the replacement.</b>		MSI Funding as per Motion 18-06-483
April 25, 2018 Council Meeting			
18-04-314	That administration be authorized to proceed with a Department License of Occupation (DLO) for existing and future walking trail expansion on SE 14-106-15-W5 once the title transfer has been completed for SE 15-106-15-W5.	Doug	Application submitted.
18-04-315	That administration move forward in purchasing more land north of the existing Hutch Lake Cabins and that final costs be brought back to Council for decision.	Doug	Survey in progress.
18-04-330	That the application to purchase Wadlin Lake leased land be suspended and that an application be made for a 25 year lease on the land.	Doug	Completed. Application submitted.
May 8, 2018 Council Meeting			
18-05-357	That administration forward an information package to the Little Red River Cree Nation regarding the County's lobbying efforts for Fox Lake court services.	Carol Len	In progress.
May 23, 2018 Council Meeting			
18-05-378	That Tax Roll 084425 (Rainbow Lake Campground Association) be waived for 2017 and 2018 taxes and penalties and that administration bring forward options for tax exemption.	Bill	Completed w/ exception of tax exemption options
18-05-399	That the County apply for funding under the Green Infrastructure Projects Grant and the Alberta Municipal Water and Wastewater Partnership Grant for the Zama Sewage Forcemain project.	Fred	Application submitted for GIPG. Deadline for AMWWP is November 2018.
June 12, 2018 Council Meeting			
18-06-412	That administration bring forward a list of exempted properties, including grants in lieu, annually.	Bill	November 7, 2018 Budget Meeting
18-06-432	That the County apply to Alberta Environment & Parks for a bank stabilization and clean-up along the Peace River in the Hamlet of Fort Vermilion as a result of the ice jam flooding event.	Dave	TFA Received
June 27, 2018 Council Meeting			
18-06-471	That the operating costs for the proposed La Crete Wellness Centre be brought back for review prior to passing the Borrowing Bylaw.	Doug	In progress
18-06-476	That administration bring back the Purchasing Authority Directive and Tendering Process Policy to a future council meeting with recommendations to change the COR/SECOR requirements.	Bill	In progress 2018-11-28 Council Meeting

Motion	Action Required	Action By	Status
<b>July 25, 2018 Council Meeting</b>			
18-07-530	That the County fire departments consider donating old bunker gear and equipment to the Highway to Mexico Program.	Doug	In progress
18-07-538	That administration brings back recommendations to Council for amendments to all Bylaws/Policies pertaining to tax payments.	Bill	Fall 2018
18-07-540	That the chip seal project be carried forward to 2019.	Dave	2019 Budget
18-07-542	That the Road Closure Bylaw Application Fee be refunded to the applicant of Bylaw 1107-18.	Byron	In progress
<b>August 14, 2018 Council Meeting</b>			
18-08-564	That the Agricultural Service Board create a follow-up procedure for weed notices and Agricultural Appeal Board decisions.	Grant	2018-10-24 Council Meeting
18-08-588	That road allowance policies be referred to the Land Stewardship Committee for review and bring back recommendations to council.	Byron Dave	In progress.
18-08-591	That administration review options for the La Crete Boat Launch and bring it back for the next meeting.	Dave	In progress Review with AEP
<b>August 29, 2018 Council Meeting</b>			
18-08-610	That the relevant information relating to the extension of Highway 58 from Garden River through to Peace Point be made available to Council electronically.	Carol	In progress. Consideration must be given to FOIP in regards to release of information to other organizations, etc.
18-08-623	That administration prepare and submit a river search and rescue access plan to the Department of Fisheries and Oceans for the Peace River between the La Crete Ferry Campground and the D.A. Thomas Park.	Doug	In progress
<b>September 11, 2018 Council Meeting</b>			
18-09-650	That administration draft a letter regarding the Disaster Recovery Program response and forward it to the Northern Alberta Elected Leaders and Rural Municipalities of Alberta (RMA) Northern Zone.	Doug Byron	In progress
18-09-663	That administration bring back additional options for the La Crete RCMP Clerical Support duties.	Doug	Budget deliberations
18-09-673	That administration submit an application for the FRIAA (Forest Resource Improvement Association of Alberta) FireSmart Grant for the purpose of addressing the recommended actions (Option 1 – 3) outlined in the Mitigation Study of the Hutch Lake and Area.	Don	Expression of Interest Submitted

Motion	Action Required	Action By	Status
<b>September 24, 2018 Council Meeting</b>			
18-09-700	That the Blumenort Waste Transfer Station – Build Up Berm Project be postponed for 2018 and that the project be reconsidered during the 2019 budget deliberations.	Doug	
18-09-701	That administration notify the Fort Vermilion Recreation Board to include their request for Community Facility Enhancement Program grant application support, for the arena board's replacement project, in their 2019 Mackenzie County Grant Application.	Doug	
18-09-705	That the review of dispositions be TABLED to a Committee of the Whole meeting.	Dave	2018-11-27 COW Meeting
18-09-709	That Bylaw 1115-18, being a Municipal Reserve Closure Bylaw to cancel the municipal reserve lot, Plan 052 2360, Block 2, Lot 3MR, be TABLED to the next meeting for more information.	Byron	
18-09-710	That Bylaw 1116-18 being a Road Closure Bylaw to close a portion of lane between Lots 1 & 3MR, Block 2, Plan 052 2360 for the purpose of consolidation, be TABLED to the next meeting for more information.	Byron	
18-09-712	That Mackenzie County apply for the Investing Canada – Community Initiatives Grant, as the grant sponsor, and work with the Regional Economic Development Initiative (REDI) for all aspects of the grant application, administration and project deliverables.	Byron	In progress
<b>October 9, 2018 Council Meeting</b>			
18-10-725	That administration research options for the disposal of dead animals.	Grant	2018-11-13 Council Meeting
18-10-726	That the 500 tonne of gravel remaining from the Zama gravel supply be used between the end of the Assumption high grade to the 7-34 Battery.	Don	
18-10-729	That administration contact the Rural Municipalities of Alberta (RMA) regarding an update to the La Crete Ferry campground insurance claim.	Doug	
18-10-731	That Policy PW018 Hiring of Private Equipment be amended to include the requirement of a Mackenzie County Business License.	Carol	Completed
18-10-732	That the draft drug and alcohol policies be amended as discussed and forwarded to the AUPE Local 118/008 for review and comment.	Carol	In progress
18-10-743	That administration investigate and negotiate with the airport lease holders regarding airport fees.	Byron	
18-10-763	That administration proceeds with the water diversion licences as discussed.	Fred	

Motion	Action Required	Action By	Status
18-10-764	That the Agricultural Service Board be authorized to enter into a one-year agreement with Frontier Veterinary Services Ltd. as presented.	Grant	In progress
<b>October 24, 2018 Council Meeting</b>			
18-10-845	That a letter be sent to the Minister of Municipal Affairs, Minister of Indigenous Relations, and MLA Debbie Jabbour expressing our appreciation for moving forward the Disaster Recovery Program (DRP) application for the ice jam event and requesting that consideration be given to the remaining four applications.	Len	Completed
18-10-847	That the Proposals for Farm Land Development be readvertised.	Grant	
18-10-849	That the operation of the Handi-Van program be passed on to a non-profit community organization and that administration be directed to request Expressions of Interest from the community.	Doug	
18-10-850	That the 2018 Campground Caretaker bonuses be approved as presented and that the updated chart for campground use be provided for information at the next council meeting.	Doug	
18-10-851	That the Town of High Level Invoice # IVC20689 (Wildland Fire Callout) in the amount of \$21,588.70 be approved for payment with funds coming from the 2018 operating budget and that appreciation be extended to the High Level Fire Department for responding.	Doug	
18-10-857	That the road closure application fees be refunded to the applicants of Bylaw 1101-18, Bylaw 1102-18, and Bylaw 1103-18.	Byron	
18-10-859	That a letter be provided to the Alberta Biodiversity Monitoring Institute in support of the Pilot Wildlife Monitoring Program Using Remote Cameras, in principle.	Grant	
18-10-860	That administration research the cemetery grant for the High Level cemetery and bring back to Council.	Bill	RFD 2018-11-13
18-10-863	That administration explores options and legalities for leasing the south end of the Zama airstrip to private parties and bring back the options to Council.	Don	
18-10-864	That the appraisal report for non-profit buildings be presented to the Community Services Committee for review.	Doug	
18-10-867	That the Zama Lift Station Upgrade Project be TABLED to the next meeting for more information.	Fred	2018-11-13 Council Meeting

<b>Motion</b>	<b>Action Required</b>	<b>Action By</b>	<b>Status</b>
18-10-868	That the Zama Water Treatment Improvements Project be TABLED to the next meeting.	Fred	2018-11-13 Council Meeting
18-10-871	That the Tax Roll accounts as detailed in Appendix I (attached) be deemed as uncollectable, reflected as bad debt, and written off.	Bill	
18-10-872	That administration apply for reimbursement under the Provincial Education Requisition Credit Program for educational taxes being written off.	Bill	
<b>November 6, 2018 Budget Council Meeting</b>			
18-11-881	That a letter of appreciation be sent to the local members of the Canadian Forces.	Len	Completed
18-11-885	That the budget be amended to include an additional \$2,540,000 for the Buffalo Head Prairie Flood Mitigation Project with funding coming from the Drainage Reserve (\$1,000,000) and the General Capital Reserve (\$1,540,000).	Bill	
18-11-887	That the Draft 2019 Budget be TABLED to the next Budget Council meeting.	Bill	2018-11-27
18-11-888	That the organizational chart recommendations be TABLED to the budget deliberations.	Len	



October 22, 2018

McKenzie County  
Box 640  
Fort Vermillion, AB T0H 1N0

Dear Sir/Madam,

Re: North West Regional Skills Canada Competition 2019

This year we are excited to host the 15<sup>th</sup> Annual North West Regional Skills Canada Competition here in Fairview in the Heart of the Peace Country. This excellent event showcases the talents of today's youth in trades and technology. Be ready on April 25 & 26 to watch the industry leaders of tomorrow compete in 16 regional competitions, with the winners going on to compete in the Provincial Competition.

We would like to invite you to join us in celebrating the achievements of these students. With your sponsorship, in your choice of level, we can continue to offer them the high quality of competition they deserve. We have enclosed a sponsorship package, as we are in partnership with the Grande Prairie Fairview Campus please make cheques out to GPRC Fairview.

Please advise us of your decision by January 15, 2019. We will be following up with your organization after this date if we have had no response.

For more information, or further exploration of the sponsorship opportunities available, please call Maureen Martin at 780-772-0607 or email [skillsassistant@gprc.ab.ca](mailto:skillsassistant@gprc.ab.ca). We look forward to seeing you at the North West Regional Skills Canada Competition.

Sincerely,

A handwritten signature in blue ink that reads "Maureen Martin".

Maureen Martin

North West Skills Coordinator Asst.

North West Regional Skills Canada Competition  
Grande Prairie Regional College  
Box 3000, Fairview, AB, T0H1L0

Phone: 780.772.0607, Fax: 780.835.6670

Email: [MMartin@GPRC.ab.ca](mailto:MMartin@GPRC.ab.ca)

[www.skillsalberta.com](http://www.skillsalberta.com)



The logo for Grande Prairie Regional College (GPRC), consisting of the letters "GPRC" in a bold, sans-serif font with a stylized "G" that has a horizontal bar.



April 25 & 26 2019

**Sponsorship Registration Form**  
Page 1 of 2

Sponsor Information			
Company			
Contact Name		Title	
Mailing Address		City	
Postal Code		Phone No.	
Email		Fax	

Sponsorship Level	Package	Commitment	Please Check <input type="checkbox"/>
TITLE	Title Sponsor	\$15,000	
GOLD	Gold Sponsor	\$5,000	
SILVER	Luncheon Sponsor	\$3,000	
	Opening Night Competitor Entertainment Sponsor	\$3,000	
	Opening	\$3,000	
	NW Team Transportation Sponsor (Provincial Contenders)	\$3,000	
	Closing Night Reception	\$3000	
BRONZE*	Competitor Travel Subsidy	\$2,000	
	Try a Trade Prize Sponsor	\$2,000	
FRIENDS	Any Donation <\$2000	<\$2000	

<b>SUPPORTING SPONSOR</b>	Gift-In-Kind, Prize or Auction Items	
	Item Description:	
	Sponsorship Value:	

*Contact Maureen for any sponsorship inquires or to set up your gift-in-kind contribution!*





## NW Skills Regionals



April 25 & 26 2019

### Sponsorship Registration Form Page 2 of 2

**Payment Information (Payable to GPRC, Fairview Campus)**

Cash     
  Cheque     
  Visa     
  MasterCard     
  Please Invoice Us

Card #		Expiry	
Cardholder Name		CVS	
Signature:			
Payment Note:			



## Mackenzie County

P.O. Box 640, Fort Vermilion, AB T0H 1N0  
Phone (780) 927-3718 Fax (780) 927-4266  
www.mackenziecounty.com

October 25, 2018

The Honourable Shaye Anderson  
Minister of Municipal Affairs  
132 Legislature Building  
10800-97 Avenue  
Edmonton, AB T5K 2B6

Dear Minister:

**RE: DRP APPLICATION APPROVAL**

Mackenzie County would like to express their immense appreciation in the approval of our Disaster Recovery Program Application for the Peace River Flood / Ice Jam disaster we experienced this past spring. Our affected residents are now well on their way to rebuilding their homes and other assets that were damaged in the disaster. These elderly citizens will have warm and secure homes for the winter to come.

We are anxiously waiting to hear back regarding the additional four DRP applications we submitted this year. We hope these can be expedited in order to relieve the burden our County has financially endured for infrastructure reparation.

We are looking forward to meeting with you at the Rural Municipalities of Alberta Fall Convention in November to further discuss our situation. We thank you again for approving our application.

Yours truly,

Joshua Knelsen  
Reeve

c: Hon. Richard Feehan, Minister of Indigenous Relations  
Debbie Jabbour, MLA Peace River  
Mackenzie County Council

**From:** [Cindy Simigan](#)  
**To:** [Carol Gabriel](#)  
**Subject:** Growing the North 2019 Sponsorship  
**Date:** October 29, 2018 11:15:45 AM  
**Attachments:** [ATT00001.htm](#)  
[GTN Sponsorship package word 2019.docx](#)  
[ATT00002.htm](#)

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Dear Carol

The Growing the North Conference will be held on February 20th-21st, 2019 and the Grande Prairie & District Chamber of Commerce & the GTN Committee would like to take a moment to thank you for your past participation in our event as a sponsor.

Last year's Conference was another successful event and the continued success is partially due to the generosity of sponsors like you.

Many compliments were received on the event last year and included favorably the speakers, the venue and the expansion of information provided to our attendees. Your backing has helped make the Growing the North Conference event the success that it is.

As an expression of our gratitude for your continued support, we would like to offer your company first right of refusal on renewing your current level of sponsorship for the 2019 conference. There have been some minor adjustments to the sponsorship levels, refer to the attached sheet for the updated details.

Sponsorships will be made available to other interested parties on November 15th, 2018. Please let us know before that date if you would like to take advantage of this offer. Please see the attached for additional information.

Thank you for your continued support of our endeavors and we look forward to working with you and your team at future events.

Sincerely,

*Cindy Simigan*

**Events Manager**

Grande Prairie & District  
Chamber of Commerce

P 780.532.5340 F 780.532.2926

[cindy@gpchamber.com](mailto:cindy@gpchamber.com)

[www.grandeprairiechamber.com](http://www.grandeprairiechamber.com)



# SPONSORSHIP PACKAGE DETAILS

**NEXT CONFERENCE FEBRUARY 20<sup>th</sup>-21<sup>st</sup>, 2019 EVERGREEN PARK**  
**[www.growingthenorth.com](http://www.growingthenorth.com)**

<p><b>Platinum Sponsorship: \$10,000</b></p> <ul style="list-style-type: none"> <li>• 8 complimentary registrations</li> <li>• Opportunity to introduce your company to the delegates (up to 5 minutes)</li> <li>• Showcase display space in Grand Hallway</li> <li>• Acknowledgement in delegate package</li> <li>• Acknowledgement on web site Example: Sponsored Speaker, Delegate Gift Sponsor</li> </ul>
<p><b>Gold Sponsorship: \$5,000</b></p> <ul style="list-style-type: none"> <li>• 4 complimentary registrations</li> <li>• Showcase display space in Grand Hallway</li> <li>• Acknowledgement in delegate package</li> <li>• Acknowledgement on web site</li> </ul>
<p><b>Silver Sponsorship: \$2,500</b></p> <ul style="list-style-type: none"> <li>• 2 complimentary registrations</li> <li>• Showcase display space in Grand Hallway</li> <li>• Acknowledgement in delegate package</li> <li>• Acknowledgement on web site</li> </ul>
<p><b>Bronze Sponsorship: \$1,500</b></p> <ul style="list-style-type: none"> <li>• 1 complimentary registration</li> <li>• Showcase display space in Grand Hallway</li> <li>• Acknowledgement in delegate package Example: Networking draw item i.e. iPad as determined by host committee, Youth Sponsor (3 youth attendees to attend conference)</li> </ul>
<p><b>Other Sponsorship Opportunities</b></p> <p><b>Valued Contributor In-Kind Donations (Door prize)</b></p> <ul style="list-style-type: none"> <li>• Acknowledgement in delegate package</li> </ul>

**For more information, please contact Cindy Simigan  
 by phone 780-532-5340 or email [cindy@gpchamber.com](mailto:cindy@gpchamber.com)**



## Mackenzie County

P.O. Box 640, 4511-46 Avenue, Fort Vermilion, AB T0H 1N0  
P: (780) 927-3718 Toll Free: 1-877-927-0677 F: (780) 927-4266  
www.mackenziecounty.com  
office@mackenziecounty.com

October 29, 2017

Rodney Schmidt  
Town of High Level  
10511 103 St  
High Level, Alberta  
T0H 1N0

Dear Rodney:

Please accept our thanks for the work that you did on extinguishing the fire at the Ponton River this spring. We know that this can be a thankless job at times and we appreciate your dedication and commitment to the field. This particular fire was even more difficult when we had to deal with all of the other fires that day and WE needed the backup.

Council appreciated you coming in and explaining some of the details around this fire as well and I believe that it helped to make everyone understand the difficulties that are encountered occasionally when dealing with such an event.

Thank again for all that you and your crew do.

Sincerely,

Len Racher  
CAO, Mackenzie County





ALBERTA  
ENVIRONMENT AND PARKS

*Office of the Minister  
Minister Responsible for the Climate Change Office  
MLA, Lethbridge-West*

NOV 05 2018

Chief Rupert Meneen  
Tallcree First Nation  
PO Box 100  
Fort Vermilion AB T0H 1N0  
[rupertm1@telus.net](mailto:rupertm1@telus.net)

Dear Chief Meneen:

Thank you for your letter regarding the Tallcree First Nation's natural gas pipeline project. I welcome the opportunity to provide the following information.

The Government of Alberta recognizes that keeping homes heated in remote northern communities during the winter is a significant undertaking, both logistically and financially. It is my understanding that interim measures will be taken this fall, with the installation of a pair of compressors.

As the various parties continue to discuss longer-term solutions, including the exploration of additional funding opportunities, I recommend you meet with Environment and Parks staff. I have asked Okey Obiajulu, Approvals Manager, *Environmental Protection and Enhancement Act/Water Act*, in our Grande Prairie office, to meet with you to discuss the project in further detail. Okey Obiajulu can be reached at 780-833-4375 (dial 310-0000 for a toll-free connection), or at [okey.obiajulu@gov.ab.ca](mailto:okey.obiajulu@gov.ab.ca). He can provide information specific to regulations, requirements, and processes for approval.

Thank you again for providing an update on this important project. I trust Okey Obiajulu will prove to be an excellent resource on this front.

Sincerely,

Shannon Phillips  
Minister

cc: Honourable Oneil Carlier, Minister of Agriculture and Forestry  
Honourable Margaret McCuaig-Boyd, Minister of Energy  
Honourable Richard Feehan, Minister of Indigenous Relations  
Okey Obiajulu, Environment and Parks



ALBERTA  
MUNICIPAL AFFAIRS

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*Office of the Minister  
MLA, Leduc-Beaumont*

AR95618

Reeve Joshua Knelsen  
Mackenzie County  
josh@mackenziecounty.com

Dear Reeve Knelsen,

Thank you for your request for a meeting during the 2018 Rural Municipalities of Alberta Fall Convention.

Unfortunately, due to the large number of meeting requests received, I am unable to accommodate a meeting with your council during the convention. I encourage you to contact my Scheduling Coordinator, Ms. Lisa Gentles, at 780-427-3744 or [lisa.gentles@gov.ab.ca](mailto:lisa.gentles@gov.ab.ca) to enquire about an alternate opportunity to meet during the year.

Sincerely,

Hon. Shaye Anderson  
Minister of Municipal Affairs

cc: Mr. Lenard Racher, Chief Administrative Officer, Mackenzie County



ALBERTA  
INDIGENOUS RELATIONS

*Office of the Minister*

42806

November 8, 2018

Dear Municipal Stakeholder:

I would like to sincerely thank you and your technicians for your time, effort, and for sharing your knowledge with us during the First Nations and Metis Settlements Consultation Policies Renewal.

For the past two years, representatives from Indigenous Relations have worked closely with First Nations, Metis Settlements, industry, municipalities, and other government ministries and agencies to discuss and formulate options to enhance consultation policy. Following these engagements, I am more convinced than ever that Alberta must make changes to its consultation policies that increase the meaningfulness, effectiveness, and efficiency of the consultation process.

Consultation provides Indigenous people a voice in decisions that affect them and opportunities to work with proponents to build relationships and resolve issues related to natural resource development. Without meaningful respect for Treaty rights, harvesting and traditional uses, the costs of resource development – whether they are monetary, cultural or spiritual – can outweigh the benefits for Indigenous communities. This is not a burden any community should be asked to bear.

I have heard many views on what needs to be done in order to improve the consultation process in Alberta. Indeed, while there appears to be support for some potential changes, on other issues, there is a great distance between the views of proponents on what can be done and the views of First Nations and Metis Settlements on what must be done. There is one issue, however, that most everyone agrees on – communities need more capacity. We agree.

As a significant step toward achieving this commitment, I am very pleased to advise you that Alberta has **approved an increase of \$20 million per year** to consultation capacity funding for Indigenous communities that participate in Alberta's consultation process. This includes an additional \$6.7 million for the remainder of 2018 – 19.

This funding should help communities meet immediate needs. It should also allow some flexibility to evaluate what is working well and what is not. Additional details on how to access this increased funding will be provided as soon as they are available. This increase brings Alberta's contribution to Indigenous consultation capacity to more than \$27 million per year, making the province a leader across Canada in funding base consultation capacity.



## **Discussion Guide**

After careful review and consideration of the input received through the Policies Renewal to date, I strongly feel that additional discussion is needed before renewed Policies can be drafted. We have heard many different views regarding the changes that are needed to improve the consultation process, and want to ensure that we get it right. Indeed, many of you felt that the various ideas and proposals we talked about in spring 2018 lacked the level of detail necessary for fulsome discussion and consideration. My staff have dedicated their time toward developing many of the ideas into potential policy amendments that I would like to present to you now.

The attached Discussion Guide outlines a set of 17 potential amendments to the current consultation Policies and Guidelines. The potential amendments were developed based on input received during the Policies Renewal process to date. Four of these potential amendments, which represent foundational changes in the way consultation occurs and which have received broad support, could potentially be implemented in the short-term after further brief engagement. The 13 others reflect major shifts to the existing Consultation Policies and Guidelines, and require additional collaborative discussion and analysis.

We believe the increased capacity funding, together with the four foundational short-term policy changes, will provide a strong basis to move forward with a more meaningful, effective and efficient consultation process.

It is very important to me that we fully understand your municipal perspectives on the potential amendments.

## **Invitation to submit written feedback**

I invite you to review and provide detailed feedback on all the potential amendments in the Discussion Guide. Any input provided by your municipality will assist GoA staff in accurately understanding the benefits and challenges of implementing the potential amendments. The potential amendments will then be further refined prior to the development of draft renewed First Nations and Metis Settlements Consultation Policies and Guidelines.

**Written feedback on the four short-term potential amendments is requested by November 23, 2018 and** can be sent directly to the First Nations Consultation Policy Renewal at: [fncprenewal@gov.ab.ca](mailto:fncprenewal@gov.ab.ca). Written feedback on the long-term potential amendments will be accepted through 2019.

## **Invitation engagements on the four short-term potential amendments**

In addition to providing written feedback, there will be a technical engagement with municipal stakeholders. This engagement session is intended to focus on the four short-term potential amendments. Full details on this engagement session are provided in the table below.

**Indigenous Relations would like to invite you to an upcoming engagement:**

- **Municipal Technical Engagement Session: November 15, 2018, from 1:00 p.m. to 4:30 p.m., in Edmonton.**

**FIRST NATIONS AND METIS SETTLEMENTS CONSULTATION POLICIES RENEWAL:  
ENGAGEMENT ON THE 4 SHORT-TERM POTENTIAL AMENDMENTS FOR MUNICIPAL  
STAKEHOLDERS**

Date and Time	Engagement Session	Invitation extended to	Location
<p>Thursday, November 15, 2018</p> <p>1:00 p.m. to 4:30 p.m.</p>	<p><i>Technical Engagement Session with Municipalities (North and South)</i></p> <p><b>Purpose is to:</b> discuss the short-term potential amendments.</p> <p><b>Meeting will be hosted by:</b> Lisa Tchir, Assistant Deputy Minister, Indigenous Relations</p>	<p>Municipal Consultation Technicians</p>	<p>Edmonton</p> <p>Chateau Louis and Conference Centre</p> <p>11727 Kingsway NW</p>

Please RSVP through email to the First Nations Consultation Policy Renewal inbox at: [fncprenewal@gov.ab.ca](mailto:fncprenewal@gov.ab.ca) by **November 13, 2018, at the latest**, to confirm if you and/or your technicians are available to attend the engagement session. Light refreshments will be provided.

Thank you for your continued commitment toward the First Nations and Metis Settlements Consultation Policy Renewals. Please contact Mr. Godlove Suh, Manager of Consultation Policy and Program Evaluation, at 780-643-3889 or [godlove.suh@gov.ab.ca](mailto:godlove.suh@gov.ab.ca) if you have any questions on the Policies Renewal.

Sincerely,



Richard Feehan  
Minister of Indigenous Relations

Attachment

- First Nations and Metis Settlements Consultation Policies Renewal Discussion Guide

# Renewing Local Democracy in Alberta

Updating laws for local elections to create more transparency and accountability.

## Introduction

Bill 23, *An Act to Renew Local Democracy in Alberta* would make it easier for municipalities and school boards to get big money out of elections, enforce election-related laws, and find out who is behind third-party advertising.

Albertans, municipal associations, school boards, Métis Settlements, Alberta's election commissioner and municipalities have all contributed to this proposed legislation.



- Potential candidates may accept up to \$2,000 in donations before the campaign period to cover low-cost pre-campaigning like door knocking and brochures.
- Candidate spending limits would be determined by regulation after consulting with stakeholders.
- Candidate spending limits would be based on the size of the municipality and school board.

### If you're thinking of running

Potential candidates can check [municipalaffairs.alberta.ca](http://municipalaffairs.alberta.ca) for more information on proposed new rules.

## Getting big money out

Elections should be decided by Albertans and not by those with the deepest pockets.

Under the proposed legislation:

- Contributors can donate up to \$4,000 province-wide for municipal campaigns, as well as up to \$4,000 for school board campaigns.
- Corporate and union donations have been banned so that only individual Albertans would be able to make campaign contributions in municipal elections.
- Campaign periods would be reduced to one year, from Jan. 1 to Dec. 31 in the year of the election.
- Campaign fundraising and contributions would also be limited to only that period.

## Enforcing laws



Laws must be enforceable to be effective. New powers would be given to the provincial elections commissioner to investigate complaints.

Under the proposed legislation:

- The Alberta elections commissioner will be empowered to investigate, prosecute, and enforce rules related to campaign finance and third-party advertising.
- General administration of local elections would remain the responsibility of each local jurisdiction.

## Know who is behind ads

Albertans should know who is behind third-party election advertising.

Under the proposed legislation:

- Government would require transparency from third parties that receive contributions and advertise to promote or oppose a candidate.
- Third parties would be required to register with each local jurisdiction in which they intend to advertise.

### Third-party advertising

A third party advertisement is an advertisement in any broadcast, print, electronic or other medium that has the purpose of promoting, supporting or opposing a candidate in the election.

## Accountability and transparency

Albertans should know more about who they are voting for.

Under the proposed legislation:

- Campaign disclosure statements would be required from all candidates, including self-funded candidates.
- The fundraising function loophole that allows candidates to raise funds without disclosing their donors would be closed.
- Candidates would be required to disclose names and addresses of those who contribute more than \$50, down from \$100 under current legislation.
- The definition of what qualifies as an expense under disclosure rules would be clarified.
- Campaign activities at voting stations would be restricted.

## New rules for school authorities

Campaign finance and disclosure rules would now apply to candidates for school boards.

Under the proposed legislation:

- Province-wide contribution limits of \$4,000 and disclosure rules would apply to school boards.
- Candidate spending limits would be determined after consulting with stakeholders. Limits would be based partially on the size of the school board.

## Easier to vote

It would be easier for eligible Albertans to vote.

Under the proposed legislation:

- Communities of more than 5,000 would be required to hold advanced votes to provide more opportunities for residents to cast ballots.
- Voting would be allowed in more locations, for people who can't get to traditional polling places.



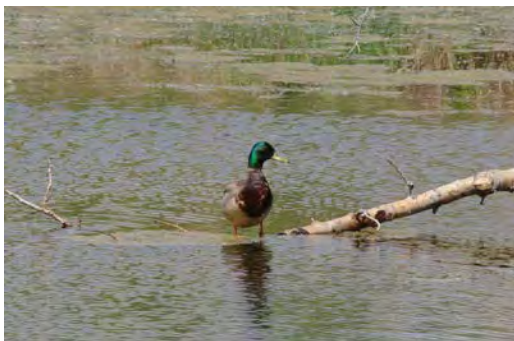
### What did Albertans say?

Over 1500 Albertans participated in consultation on Bill 23 – *An Act to Renew Local Democracy in Alberta*.

90 per cent of survey respondents agreed corporate and union donations should be banned in local elections.

85 per cent of survey respondents agreed individual contribution limits should be lowered to \$4,000.

94 per cent of survey respondents agreed there should be rules and transparency around third-party advertisers.



**For Information Contact the  
Chair or the Secretariat:**

**Bob Marshall, Chair**

**County of Grande Prairie**

**[waternorthcoalition@gmail.com](mailto:waternorthcoalition@gmail.com)**

## Who We Are

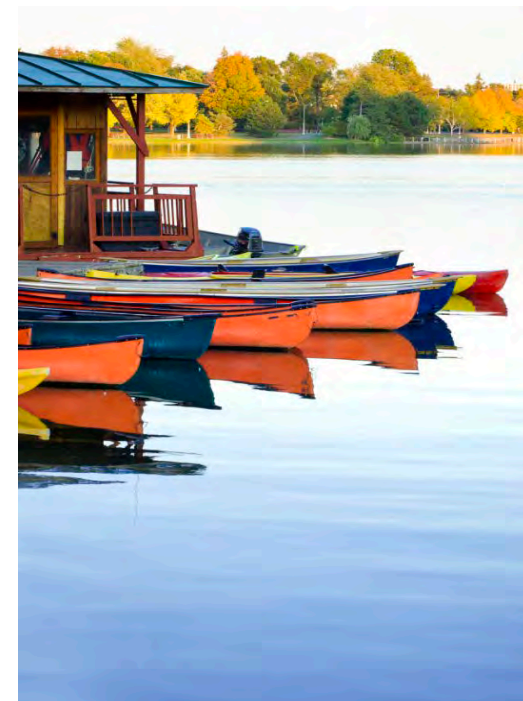
Water North Coalition seeks to ensure that sustainable water systems are available to every community in northern Alberta.

The coalition works to find and implement northern solutions to water sourcing and water challenges through advocacy, education and awareness, and recruitment, training, and retention of water and wastewater operators.



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**Northern Alberta Development  
Council**  
**206 Provincial Building**  
**9621-96 Avenue**  
**Bag 900-14**  
**Peace River, AB T8S 1T4**  
**780-624-6274**  
**[nadc.council@gov.ab.ca](mailto:nadc.council@gov.ab.ca)**  
**nadc.ca**



Water and  
Wastewater  
Funding  
Opportunities

*Produced by*





The WNC Advocacy subcommittee created this document to identify and share funding opportunities for water and wastewater professionals and organizations. Visit the links for eligibility requirements and program details.

## Provincial Funding Opportunities

### Alberta Ecotrust Grants

<http://albertaecotrust.com/current-grants/>

*Purpose:* Various

*Supports:* watershed health organizations, to renewable energy projects, to educational programs for schools.

### Alberta Water Management and Erosion Control Program

<http://aep.alberta.ca/water/programs-and-services/2013-flood-recovery-programs/flood-recovery-erosion-control-program.aspx>

*Purpose:* Surface Water

*Supports:* erosion control, flow regulation, water based recreation, fish, waterfowl, wildlife habitat enhancement, surface raw water supply and special surface water management projects.

### Alberta Municipal Water/Wastewater Partnership (AMWWP)

<https://www.transportation.alberta.ca/5400.htm>

*Purpose:* Infrastructure

*Supports:* construction of high-priority water supply and treatment, and wastewater treatment and disposal facilities.

### Water for Life

<https://www.transportation.alberta.ca/5400.htm>

*Purpose:* Infrastructure

*Supports:* the development of new regional water and wastewater systems.

### Operator Training Subsidy for Classroom Courses for Small Municipalities

<https://awwoa.ca/training>

*Purpose:* Operators

*Supports:* registration fee reduction for operators.

## Federal Funding Opportunities

### EcoAction Community Funding Program

<http://www.ec.gc.ca/ecoaction/>

*Purpose:* Community Groups

*Supports:* clean water projects to divert and reduce substances that negatively affect water quality or to focus on water conservation and efficiency.

### Green Municipal Fund

<http://www.fcm.ca/home/programs/green-municipal-fund/about-gmf.htm>

*Purpose:* Municipal Environmental Initiatives

*Supports:* Water management plans, stormwater management and quality (e.g. rainwater collection programs, green roof programs, rain gardens for bio-retention, low impact development projects) wastewater systems and septic systems.

### Federal Gas Tax Fund

<http://www.municipalaffairs.alberta.ca/federal-gas-tax-fund>

*Purpose:* Infrastructure

*Supports:* water and wastewater systems, solid waste management, and disaster mitigation infrastructure.



## Other Funding Opportunities

### Watershed Stewardship Grants

<http://www.landstewardship.org/watershed-stewardship-grant-program/>

*Purpose:* Community Groups

*Supports:* raising awareness of local watershed issues or to improve the condition of their local watershed.

### RBC Blue Water Project

<http://www.rbc.com/community-sustainability/environment/rbc-blue-water/about/index.html>

*Purpose:* Community Groups

*Supports:* improving control and management of urban storm or rain water, efficient and innovative use or reuse of water, protection and restoration of urban waterways, or improved urban water quality.

**This list is not exhaustive and items will be updated as needed. Please email the Water North Coalition at [waternorthcoalition@gmail.com](mailto:waternorthcoalition@gmail.com) with any recommended changes to this document.**



Managing TB and Brucellosis Disease Risk in WBNP Working & Stakeholder Groups			
<b>Date:</b> Oct 24, 2018		<b>Time:</b> 11:00 am - 12:00 pm	
<b>Meeting called by:</b> Gerald Hauer		<b>Type of meeting:</b> Update	
<b>Teleconference:</b> Toll Free Dial In: 1-866-210-4704; Conf ID # 7804276159			
<p><b>Invited</b> (<i>attended in italics</i>): <b>EP:</b> <i>Ashley Tkachyk, Calvin McLeod, Curtis Stambaugh, Craig Dockrill, Dave Kay, Jason Airst, Joann Skilnick, KayeDon Wilcox, Luc Nowicki, Luke Vander Vennen, Lyle Fullerton, Margo Pybus, Mark Ball, Matt Besko, Nataalka Melnycky, Paul MacMahon;</i></p> <p><b>AF:</b> <i>Gerald Hauer, Jagdish Patel, Keith Lehman, Kelly Corbett;</i></p> <p><b>CFIA:</b> <i>Natalie Bragg;</i></p> <p><b>PC:</b> <i>Todd Shury;</i></p> <p><b>CBA/BPA:</b> <i>Glenn Kjemhus, Terry Kremeniuk;</i></p> <p><b>CCA/ABP:</b> <i>David Moss, Karin Schmid, Rich Smith;</i></p> <p><b>Mackenzie County:</b> <i>Eric Jorgensen, Grant Smith, Len Racher;</i></p> <p><b>Independent:</b> <i>Maarten Braat;</i></p>			
Time	--- Agenda Topics ---	Requirement / Notes / Decisions	
11:00	Welcome	Gerald Hauer is moderator	
	CBA funds and activities to pursue	<ul style="list-style-type: none"> <li>• Decision at last meeting to fund purchase and install of signage on area highways <ul style="list-style-type: none"> <li>○ Update: signs have been ordered and will ship soon. Nataalka and Terry are working on financials. Will be around \$32,000.</li> </ul> </li> <li>• Additional ideas <ul style="list-style-type: none"> <li>○ TB vaccine testing on live bison in laboratory <ul style="list-style-type: none"> <li>• Gerald spoke with Todd Shury regarding field testing (which was original idea proposed) and he felt like field testing wouldn't work.</li> <li>• There are a few TB tests out there but they haven't been validated.</li> <li>• Infect bison with TB in the VIDO lab (Vaccine and Infectious Disease Organization) in Saskatoon and test vaccine.</li> <li>• Validation testing of the vaccine and testing of TB</li> <li>• VIDO has the capability to safely house lives large animals in a laboratory setting.</li> <li>• Cost: would cost a couple hundred grand so grant couldn't cover it all.</li> <li>• Comments: CCA has done work in testing strategies of European vaccines and they ran into issues. Would same issue occur?</li> <li>• Comments: Marker system to differentiate vaccinated and non-vaccinated – Does European vaccine do that?</li> </ul> </li> </ul> </li> </ul> <p><b>Action:</b> Kelly will follow-up with Todd to get more information.</p>	

		<ul style="list-style-type: none"> <li>○ Collaring Wentzel bison <ul style="list-style-type: none"> <li>● Estimate cost for wentzel bison: Netgunning: 80k for 10 collars. Would most likely netgun, especially if only collaring females.</li> <li>● Benefits: seeing where they are travelling (mainly in the summer), what kind of habitat, can get to the animals quickly.</li> <li>● Not a priority for AEP because they are already diseased and know where they are.</li> </ul> </li>   <li>○ Collaring Wabasca bison <ul style="list-style-type: none"> <li>● Doesn't seem to be movement between Wabasca and WBNP bison-is there a physical barrier? We don't know why they aren't mixing.</li> <li>● Surveillance flights will determine how many Wabasca bison. Would be looking at approx. 20 collars.-\$6000-\$10000 for each female bison by netgunning.</li> <li>● Could look at putting ear tags on males so they don't get broken.-have to be manually read by flights.</li> <li>● Would need to be piggyback on consultation work already being done so that it could be done quickly. <b>Action:</b> Nataalka will share rationale with group.</li> </ul> </li>   <li>○ Surveillance flights. <ul style="list-style-type: none"> <li>● 4 flights. Fort Vermillion into ag zone.</li> <li>● Cost: \$11.5k</li> <li>● Quick and easy way to spend money but Nataalka identified that due to travel needed, it would be a time and staff commitment.</li> </ul> </li>   <li>○ Bison video <ul style="list-style-type: none"> <li>● Michael Short looking for funding for a bison success story video (series of vignettes).</li> <li>● Focus on history of bison in WBNP, disease management work conducted to date, Hay-Zama herd and future risks/potentials.</li> <li>● Michael did a video on the NW industry task team's work on grizzly bears.</li> <li>● Cost: 80k for full funding, or could partially fund the project.</li> <li>● Could be done within fiscal year.</li> </ul> </li>   <li>○ ABMI proposal <ul style="list-style-type: none"> <li>● Maarten created a proposal with ABMI and came back with Mackenzie county</li> <li>● Action: Kelly will share proposal with group.</li> <li>● Cameras would be set up in winter grazing area to monitor where and when bison and caribou use different habitats, amount of relative habitat use by different</li> </ul> </li> </ul>
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		<p>wildlife, etc.</p> <ul style="list-style-type: none"> <li>• Number of cameras would affect the price but would need enough cameras to influence policy and to understand what's really happening.</li> <li>• Mackenzie County and ASBs looking into CAP funding for this also.</li> </ul> <ul style="list-style-type: none"> <li>• There would need to be another process to ensure these funds are used properly according to the parameters of the grant. (Terry as grant holder and Gerald as grant provider)</li> <li>• Will summarize options and ask you to choose how you'd like to see the funds used. <ul style="list-style-type: none"> <li>○ The top choices will then require more research and consideration.</li> </ul> </li> <li>• Group requested that this be done quickly while it is still fresh in their minds and to only give a week to provide their choices.</li> </ul> <p><b>Action:</b> Kelly will create a spreadsheet of options and send it out by Monday Oct 29 and have it close on Friday Nov. 2</p>
	Update on Bison Watch initiatives	<ul style="list-style-type: none"> <li>• Getting new install quote for signs since it is a simple replacement so may save some money. Hopefully hear back by end of next week.</li> <li>• Do ad and social media campaign at the same time</li> <li>• If they can't get signs done before winter, will go ahead with other pieces of the campaign.</li> </ul>
	Additional activities to pursue this year	<ul style="list-style-type: none"> <li>• No ideas</li> </ul>
	Long term solution	<ul style="list-style-type: none"> <li>• Continuing talks between jurisdictions on how to move this forward.</li> <li>• Issue is getting attention at higher levels (AB and federal govt).</li> <li>• ADM/DM level discussions occurring to get this to the next step.</li> </ul>
	CPAS and Ronald Lake Herd	<ul style="list-style-type: none"> <li>• New mines may push Ronald Lake herd towards WBNP diseased bison so they are aware.</li> </ul>
	Gerald's assignment	<ul style="list-style-type: none"> <li>• Gerald on a new assignment in Livestock and Crop Research.</li> <li>• Will need to determine who will chair the meetings going forward.</li> </ul>
12:00	Adjourn - Next meeting:	<ul style="list-style-type: none"> <li>• Possibly in 2 weeks (if poll results re: CBA grant require further discussion) or in about a month.</li> </ul>

# Boreal Housing Foundation

Regular Board Meeting  
September 20, 2018 at 10:00 am  
Hiemstaed Lodge – Fireside Room

**In Attendance:** George Friesen  
Paul Driedger  
Bill Neufeld  
Wally Olorenshaw – via teleconference  
Michelle Farris  
Josh Knelsen  
Daphne Lizotte – joined at 10:05 am  
Clark McAskile  
Crystal McAteer  
Cameron Cardinal

**Missing:** Wanda Beland

**Administration:** Mary Mercredi, Chief Administrative Officer  
Evelyn Peters, Executive Assistant

**Call to Order:** Chair George Friesen called the meeting to order at 10:00 am.

**Agenda:**  
**Approval of Agenda**

18-72 Moved by Bill Neufeld

That the agenda be approved as amended

- Add - 7.2 Meeting with Henry Goertzen by Chairman George Friesen
- 7.3 Communication by Josh Knelsen

Carried

**Minutes: June 28, 2018 Regular Meeting Minutes**

- 18-73 Moved by Michell Farris
- That the Regular Meeting Minutes from June 28, 2018 be approved as distributed.
- Carried

**New Business**

**Handi Van presented by Josh Knelsen**

- 18-74 Moved by Josh Knelsen
- That administration contacts the County Office to get clarification on the status of the Handi Van
- Carried

**Organizational Chart**

- 18-75 Moved by Michelle Farris
- That the organizational chart be approved as presented.
- Carried
- Item 4.4 be moved to an in-camera item.

**Reports:**

**Financial Reports**

**CAO Report**

- 18-76 Moved by Cameron Cardinal
- That the CAO report be accepted as presented.
- Carried

**Heimstaed Lodge Financial Reports – August 31, 2018**

18-77 Moved by Paul Driedger

That the August 31, 2018 Lodge financial report be received for information.

Carried

**Information item re: Mackenzie House maintenance by Michelle Morissette from WSP via teleconference 10:42 am-10:54 am**

18-78 Moved by Wally Olorenshaw

That the information be accepted as presented and Service Contract be signed by Administration.

Carried

**High Level Lodge – August 31, 2018**

18-79 Moved by Josh Knelsen

That the August 31, 2018 High Level Lodge financial report be received for information.

Carried

**Supportive Living Financial Reports – August 31, 2018**

18-80 Moved by Crystal McAteer

That the August 31, 2018 Supportive Living financial report be received for information.

Carried

**Housing Financial Reports – August 31, 2018**

18-81 Moved by Wally Olorenshaw

That the August 31, 2018 Housing financial report be received for information.

Carried

**Grants & Reserves – August 31, 2018**

18-82

Moved by Bill Neufeld

That the August 31, 2018 Grants & Reserves report be received for information

Carried

**Information items**

18-83

Moved by Clark McAskile

That the following information items be received as information.

6.1 AHESP Application

6.2 AB Seniors and Housing Letter

6.3 Letter from Mackenzie County re: sod turning

6.4 Letter to minister Hoffman

6.5 Letter from Minister Hoffman

6.6 Quality in Action from AB Health Services

6.7 Letter from Mackenzie County re: Cannabis Retailer Application

6.8 Mackenzie House updated pictures

6.9 Government letter re: Audit

Carried

**In Camera:**

**Legal / Land / or Labor**

18-84

Moved by Clark McAskile

That the meeting moves to in camera at 11:23 am

Carried

18-85

Moved by Crystal McAteer

That meeting moves out of in camera at 13:12 pm

Carried

18-86 Moved by Clark McAskile

That the Board approves the resolution of the HR issue as discussed in Camera.

Carried

18-87 Moved by Clark McAskile

That administration redirects the vehicle allowance towards purchasing a vehicle.

Carried

18-88 Moved by Michelle Farris

That the board approves the writing off the bad debt as presented.

Carried

**Next Meeting Date:**

That the next Regular Board Meeting be changed to October 25, 2018 at 10:00 am Fireside Room – Phase I Heimstaed Lodge.

**Adjournment:**

18-89 Moved by Cameron Cardinal

That the meeting of September 20, 2018 be adjourned at 13:15 pm.

Carried

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Chair George Friesen

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Evelyn Peters, Executive Assistant