

**MUNICIPAL DISTRICT OF MACKENZIE NO. 23  
COMMITTEE OF THE WHOLE MEETING**

**Tuesday, March 6, 2001  
10:00 a.m.**

**Seminar Room  
Fort Vermilion School Division Central Office  
Fort Vermilion, Alberta**

**AGENDA**

**CALL TO ORDER:** 1. a) Call to Order  
10:00 a.m.

**ADOPTION OF  
AGENDA:** 2. a) Adoption of Agenda **Page 1**

**DELEGATIONS:** 3. a) Footner Forest Products **Page 5**  
Detailed Forest Management Plan  
Richard Chemago – Divisional Forester

b) Mike Mihaly, Mayor, Town of High Level **Page 7**

**ADMINISTRATIVE,  
COUNCIL,  
PERSONNEL:** 4. a) AUMA Convention – Request for Resolutions **Page 31**  
(Councillor Kulscar)

b) Alberta School Boards Association **Page 37**  
Request Input Regarding Students and  
Citizenship Issues

c) **Page**

d) **Page**

e) **Page**



**PROTECTIVE**

<b><u>SERVICES:</u></b>	5.	a)		<i>Page</i>
(Councillor Bateman)		b)		<i>Page</i>
		c)		<i>Page</i>

**TRANSPORTATION**

<b><u>SERVICES:</u></b>	6.	a)	Highway 88 Connector Road Project Resource Road/New Industry Program	<i>Page 41</i>
(Councillor Newman)		b)	Request for Construction and Rehabilitation Program – Priorities for the Provincial Highway System	<i>Page 57</i>
		c)	Policy on Axle Loading Restrictions	<i>Page 63</i>
		d)	Policy Regarding Road Protection Agreements	<i>Page 69</i>
		e)		<i>Page</i>
		f)		<i>Page</i>

**UTILITY**

<b><u>SERVICES:</u></b>	7.	a)		<i>Page</i>
(Councillor Rosenberger)		b)		<i>Page</i>

**RECREATION AND**

<b><u>TOURISM:</u></b>	8.	a)		<i>Page</i>
(Councillor Sarapuk)		b)		<i>Page</i>

**COMMUNITY  
SUPPORT**

<b><u>SERVICES:</u></b>	9.	a)		<i>Page</i>
(Councillor Sarapuk)		b)		<i>Page</i>



**PLANNING AND  
DEVELOPMENT:**  
(Councillor Wieler)

- 10. a) Permit Statistics Report *Page 77*
- b) Subdivision Application 01MK003  
Recommendations to MMSA *Page 81*
- c) *Page*
- d) *Page*
- e) *Page*

**AGRICULTURE  
SERVICES:**  
(Councillor Thiessen)

- 11. a) *Page*
- b) *Page*
- c) *Page*

**ADJOURNMENT:** 12. a) Adjourn Committee of the Whole Meeting



# M.D. of Mackenzie No. 23



## Request For Decision

Meeting:	<b>Committee of the Whole</b>
Meeting Date:	March 6, 2001
Originated By:	Harvey Prockiw, CAO
Title:	<b>Footner Forest Products Detailed Management Planning Delegation</b>
Agenda Item No:	3a)

### BACKGROUND / PROPOSAL:

Richard Chemago, Divisional Forester for Footner Forest Products, will present the detailed Forest Management Plan to Council.

### DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

Discuss the detailed Forest Management Plan with Mr. Chemago.

### COSTS / SOURCE OF FUNDING:

Not applicable.

### RECOMMENDED ACTION (by originator):

Review:	Dept.	C.A.O.	
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# M.D. of Mackenzie No. 23



## Request For Decision

Meeting:	<b>Committee of the Whole</b>
Meeting Date:	March 6, 2001
Originated By:	Harvey Prockiw, CAO
Title:	<b>Mike Mihaly, Mayor, Town of High Level Delegation</b>
Agenda Item No:	3b)

### BACKGROUND / PROPOSAL:

Mike Mihaly, Mayor for the Town of High Level has requested to speak to Council regarding the Fire and Cost Sharing Agreements.

### DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

Discuss the Fire and Cost Sharing Agreements with Mr. Mihaly.

### COSTS / SOURCE OF FUNDING:

Not applicable.

### RECOMMENDED ACTION (by originator):

Review:	Dept.	C.A.O. 
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**FILE COPY**

This Agreement is made effective this \_\_\_\_ day of \_\_\_\_\_, 2001

**BETWEEN:**

The Municipal District of Mackenzie No. 23  
(hereinafter "Mackenzie")

of the first part

**AND**

Town of High Level  
(hereinafter High Level")

of the second part

**RECITALS:**

**WHEREAS:**

1. Mackenzie is a Municipal District within the Province of Alberta and High Level is a town located within Mackenzie.
2. High Level provides various municipal services to the residents of High Level and Mackenzie wishes to enable residents of Mackenzie to obtain some of the municipal services from High Level notwithstanding that they are not residents of High Level.
3. High Level has agreed to provide those services to residents of Mackenzie on certain terms and conditions.

**NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. Definitions:**

In this Agreement, the following words shall have the meanings outlined below:

- (a) "Covered Municipal Services" means those protective, family support, recreational, tourism, cemetery, and other municipal services provided by High Level to the residents of High Level and which are more particularly outlined and described in Schedule "A" to this Agreement, but shall not include airport services which are covered under a separate agreement between the parties, namely the Airport Operation Agreement dated for reference January 30, 1997;

- (b) "Eligible Mackenzie Residents" except in the case of provision of fire protection services means any person whose normal place of residence is within Mackenzie. For provision of fire protection services only, Eligible Mackenzie Residents means any person whose normal place of residence is within forty (40) kilometres in any direction of the municipal boundaries of High Level;
- (c) "High Level Resident" means any person whose normal place of residence is within the municipal boundaries of High Level;
- (d) "Term" means the period of time commencing on the Commencement Date set out in paragraph 2 hereof and terminating at 12:00 noon on the fifth anniversary of the Commencement Date.

**2. Term:**

The Term shall commence on January 1, 2001("Commencement Date") and shall end on December 31, 2005.

**3. Provision of Covered Municipal Services:**

During the Term, High Level shall provide Covered Municipal Services to all Eligible Mackenzie Residents, to the same standard, in the same frequency, and in the same manner in all respects as if the Eligible Mackenzie Residents were High Level Residents.

**4. No Non-Resident Charges:**

High Level may charge Eligible Mackenzie Residents such fees, costs, and levies for the Covered Municipal Services as High Level charges High Level Residents for such services but shall not charge any Eligible Mackenzie Resident any non-resident, fee, surcharge, or other fee, charge, or levy for any Covered Municipal Services which it does not charge or is not chargeable to High Level Residents. Notwithstanding the generality of the foregoing, nothing in this Agreement shall be interpreted so as to require Mackenzie or any Eligible Mackenzie Resident to pay to High Level any property tax, business tax, special tax, local improvement tax or requisition, or any other tax as provided for pursuant to Part 10 of the *Municipal Government Act*, SA 1984, c. M26.1 as *am*

**5. When No Requirement to Provide Services**

Nothing in this Agreement shall require High Level to provide any Covered Municipal Service to an Eligible Mackenzie Resident if any such Covered Municipal Service is not provided to High Level Residents.

**6. Grant of Funds**

- 6.1 In consideration of High Level providing Covered Municipal Services to Eligible Mackenzie Residents, Mackenzie shall grant to High Level the sum of \$207,622.00 per annum in each year during the Term, payable as follows:

One half (1/2) of the total grant or, \$103,811.00 shall become due and be paid on March 31 of each year of the Term;

One half (1/2) of the total grant or, \$103,811.00 shall become due and be paid on July 31 of each year of the Term.

Without limiting the generality of the foregoing and for clarity, the amount of the grant payable as aforesaid, has been calculated to exclude any capital contribution from Mackenzie for the capital costs to High Level of the High Level Protective Services Department and to exclude any payment for airport services as provided for in the Airport Operation Agreement.

**7. Insurance and Indemnity**

- 7.1 High Level shall during the Term, at its sole cost and expense, take out and keep in full force and effect general liability insurance in an amount not less than \$1,000,000.00 for any one claim against claims for personal injury, death or property damage or less in respect to provision of Covered Municipal Services;
- 7.2 High level shall indemnify and save harmless Mackenzie, its successors and permitted assigns, from and against all losses, liabilities, damages, costs (on a solicitor and his own client basis) and expenses of any kind whatsoever including, without limitation:

- (a) the cost of defending, counterclaiming, or claiming over and against third parties in respect of any action or matter including legal fees, costs and disbursements (on a solicitor and his own client basis) and at all court levels;
- (b) any costs, liability or damage arising out of settlement of any action entered into by Mackenzie with or without the consent of High Level; and
- (c) the costs of any fines levied against Mackenzie;

which at any time or from time to time may be paid, incurred, or asserted against Mackenzie whatsoever arising from or out of, directly or indirectly, or occasioned in whole or in part by any action or omission of High Level, its agents, contractors, employees, subtenants, or licensees, in relation to the provision of Covered Municipal Services by High Level to Mackenzie and Eligible Mackenzie residents pursuant or purportedly pursuant to this Agreement.

**8. Entire Agreement**

It is understood and agreed between the parties that the terms and conditions set forth herein, together with any schedules annexed hereto, are all of the terms and conditions of this Agreement entered into between Mackenzie and High Level and supercede and take the place of any and all agreements or representations of any kind, written, oral or implied, heretofore made by anyone in reference to the provision of or payment for Covered Municipal Services. If any provision of this Agreement is illegal or unenforceable it shall be considered separate and severable from the conditions of this Agreement and the remaining provisions shall remain in force and be binding as though the said illegal or unenforceable provision had never been included.

**9. General Clauses**

- 9.1 This Agreement is only assignable by either party with the written agreement of the other party.
- 9.2 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- 9.3 Any notice given under this Agreement shall be duly and properly given if delivered addressed as follows:

(a) To Mackenzie:

PO Box 640  
Fort Vermilion, AB T0H 1N0

Facsimile Number (780) 927-4266

Attention: Chief Administrative Officer

(b) To High Level:

Box 485  
High Level, AB T0H 1Z0

Facsimile Number (780) 926-2899

Attention: Chief Administrative Officer

Or such other address or facsimile number as a party may in writing notify the other side. Any such notice shall be deemed to have been received if delivered,

on the date of delivery, or if telecopied, on the date of transmission of the facsimile.

9.4 Time shall be of the essence of this Agreement.

9.5 This Agreement shall be construed and governed by the laws of the Province of Alberta.

**10. Amendment or Termination Only by Written Agreement**

This Agreement may be modified, amended, assigned or terminated during the Term only in a written instrument, duly executed by the parties. Nothing in this Agreement precludes either party from providing the services referred to under this Agreement to other parties.

**11. No Waiver**

The failure of any party hereto to insist upon strict performance of any covenant or condition on the part of the other party contained in this Agreement or to exercise any right or option hereunder shall not be construed as a waiver or relinquishment of such covenant or condition or any other subsequent or default hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date specified on page 1 hereto.

**Municipal District of Mackenzie No. 23**

**Town of High Level**

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

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

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

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

Schedule "A"

High Level Agreement

Recreation	82,342
Additional Recreation -Pool	<u>17,562</u>
	99,904
Fire	60,647
Tourism/Museum	754
Library	7,165
Cemetery	500
FCSS	21,652
RCMP	<u>17,000</u>
	<u>207,622</u>

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**FIRE SERVICES AGREEMENT**

**THIS AGREEMENT** made effective this 1st day of January, 2001.

**BETWEEN:**

**THE MUNICIPAL DISTRICT OF MACKENZIE NO. 23**  
(the "Customer")

**AND:**

**THE TOWN OF HIGH LEVEL**  
(the "Operator")

**WHEREAS** the Customer is desirous to have the Operator provide such fire suppression as is possible in a certain designated area within Municipal District of Mackenzie No. 23;

**AND WHEREAS** the Operator is willing to provide the Customer with such fire suppression in such area under the terms and conditions contained herein;

**AND WHEREAS** the Operator is to receive the Capital Contribution (as that term is defined hereinafter) and the parties each desire that the Capital Contribution be made subject to the terms and conditions set forth herein;

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

**ARTICLE 1**

**1.1**            Definitions

In this Agreement the following words and expressions shall have the meanings herein set forth unless inconsistent with the subject matter or context:

- (a) "Fire Call" means each occasion on which the Operator responds to a request within the Service Area to provide fire suppression and associated loss mitigation;

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- (b) "Fire Fighter" means a person employed or otherwise retained by the Operator to provide or facilitate the provision of fire suppression and associated loss mitigation on behalf of the Operator and includes a person performing the duties of a fire fighter for the Operator on a volunteer basis;
- (c) "Incident Report" means a written report setting out the particulars of response to a request for assistance made within the Service Area;
- (d) "Service Area" means the area contained within the following boundaries namely that area being approximately forty (40) kilometers in radius from the boundaries of the Operator which, for further clarity, is illustrated in Schedule "B" – Map of Service Area, hereto;
- (e) "Service Fee" means that amount set forth in Schedule "A" hereto; and
- (f) "Services" means those activities reasonably related to fire suppression and associated loss mitigation;

**ARTICLE 2****2.1 Schedules**

Schedules to this Agreement are the following:

- (a) Schedule "A" – Service Fee
- (b) Schedule "B" – Map of Service Area
- (c) Schedule "C" – Minimum Fire Fighting Equipment

**ARTICLE 3****3.1 Engagement**

The Customer hereby engages the Operator to provide the Customer with the Services and the Operator hereby agrees to provide the Customer with the Services.

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### 3.2 Term of Agreement

This Agreement shall continue in full force and effect from January 1, 2001, until terminated as set forth herein (the "Term"). The Agreement entered into on January 13, 1987 between the Minister of Municipal Affairs as Counsel for the Improvement District No. 23 and the Town of High Level is terminated as of December 31, 2000.

## ARTICLE 4

### 4.1 Covenants of the Operator

The Operator will:

- (a) provide the Services through a Volunteer Fire Department within the Service Area on a year round, 24 hours per day, seven (7) days per week basis;
- (b) respond to any Fire Call by the Customer, the RCMP or any person situated within the Service Area;
- (c) take all reasonable steps to control or extinguish fires, handle or participate in the handling of any other hazard or emergency of a type normally handled by a fire department or requiring its participation in such handling to a level that the Operator would provide respecting a fire within its own boundaries;
- (d) maintain adequate levels of skilled personnel to provide the Services in accordance with the standard operating procedures of the Operator, as they may exist from time to time;
- (e) assure that each fire fighting vehicle attending an incident within the Service Area is properly equipped and staffed with the appropriate number of fire fighters;
- (f) maintain coverage under the *Workers' Compensation Act* for all Fire Fighters in accordance with that Act;
- (g) submit to the Customer copies of all Incident Reports within thirty (30) days of the incident that is the subject of such Incident Report;
- (h) obtain and maintain in good standing at its own expense all necessary licenses, permits and other authorizations in order to permit it to carry out its obligations pursuant to this Agreement;

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- (i) perform all administrative, accounting and record-keeping functions relating to the proper discharge of its obligations pursuant to this Agreement;
- (j) at all times comply with all statutes, regulations and by-laws applicable to the operations of the Operator and affecting its employees or volunteers engaged in carrying out its obligations pursuant to this Agreement;
- (k) at all times respond to and attend at the location which is the subject of a Fire Call as soon as reasonably possible giving proper consideration to road and weather conditions;
- (l) maintain in operation at its sole expense, such dispatch and communication systems and equipment reasonably required to provide the Services;
- (m) endeavour to obtain the consent of the Customer's Director of Emergency Services (or designate) prior to purchasing or otherwise obtaining assistance from third parties to assist the Operator to perform its obligations;
- (n) provide at its sole expense, and at all times maintain in good operating condition, the minimum equipment itemized in Schedule "C" hereto; where the Operator has more than one of a particular type of unit available to respond with the newest unit available.

**ARTICLE 5****5.1 Conflicting Emergency Requirements**

If at the time of a Fire Call, the Operator is occupied with a conflicting emergency incident, the Operator will respond to the Customer's Fire Call as soon as its services are available.

ARTICLE 6

6.1 Payment of GST

All amounts payable by the Customer to the Operator hereunder shall be inclusive of any Goods and Services Tax ("GST") payable thereon. The Operator's GST Registration Number is R108127093.

ARTICLE 7

7.1 Insurance

Without in any way limiting the liability of the Operator under this Agreement, the Operator shall, at its sole cost, obtain and maintain in force during the Term:

- (a) Comprehensive General Liability Insurance in the amount of not less than Five Million (\$5,000,000.00) Dollars inclusive per occurrence, against bodily injury, death and property damage, including loss of use thereof;
- (b) auto liability insurance for all motor vehicles used by the Operator hereunder with limits of not less than Two Million (\$2,000,000.00) Dollars for accidental injury or death to one or more persons, or damage to or destruction of property as a result of any one (1) accident or occurrence; and
- (c) errors and omissions coverage for professional services liability with an aggregate limit of not less than Two Million (\$2,000,000.00) Dollars.

All insurance required to be maintained by the Operator hereunder shall be on terms and conditions and with insurers reasonably acceptable to the Customer and shall provide that such insurer shall provide to the Customer thirty (30) days prior written notice of cancellation or alteration of such policies.

Each policy for general and comprehensive liability and for errors and omissions coverage shall name the Customer as an additional named insured except for coverage for the Operator's own personal property and equipment.

The Operator's comprehensive general liability policy shall contain a cross-liability clause.

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The Operator's property policy shall contain a waiver of the insurer's rights of subrogation against the Customer, its servants, agents and employees.

From time to time throughout the Term, the Operator shall furnish to the Customer certificates, or, if required by the Customer, certified copies of the policies (signed by the insurers) of insurance from time to time required hereunder and evidence reasonably acceptable to the Customer of their continuation in force.

If the Operator fails to satisfy the requirements of Article 7, the Customer may obtain any such insurance for the benefit of the Operator and/or the Customer and any premiums paid by the Customer for such insurance shall be a debt due from the Operator to the Customer and shall be immediately payable to the Customer on demand. Without restricting the generality of the foregoing, the Customer may set off and deduct the cost of any such premium against any amount payable by the Customer to the Operator from time to time.

#### ARTICLE 8

##### 8.1 Service Fees

- (a) The Customer will pay to the Operator the Service Fees as set out in the Cost Sharing Agreement entered into from time to time between the Customer and the Operator, as well as the third party costs referred to in Article 4.1 (m).
- (b) The Customer may impose charges on recipients of Fire Services. If the Customer imposes such charges, any collection will be the responsibility of the Customer and not the Operator.

#### ARTICLE 9

##### 9.1 Capital Contribution

The Customer will on or before <sup>(\*)</sup> provide to the Operator, a contribution towards the Operators purchase of capital equipment for fire fighting purposes in the amount of One Hundred Thousand (\$100,000.00) Dollars. The Operator agrees that if the parties terminate this Agreement on or before December 31, 2005, then a proportionate amount of the capital contribution provided to the Operator hereunder shall be unconditionally due and payable back to the Customer upon demand from the Customer. The proportionate amount of the refund shall be Twenty Thousand (\$20,000.00) Dollars for each full year remaining prior to 2005, and if any portion of a

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calendar year, the refund for that year shall be in proportion to the number of days remaining for the calendar year. No interest shall be payable on this amount.

**ARTICLE 10****10.1 Cure**

In the event that one party fails to properly discharge all of its obligations pursuant to this Agreement (the "Defaulting Party"), the party not in default of its obligations (the "Non-Defaulting Party") may terminate this Agreement by delivering notice to that effect to the Defaulting Party. Such termination shall be subject to a sixty (60) day cure period during which the Defaulting Party will be given a reasonable opportunity to cure the default or to provide evidence reasonable satisfactory to the Non-Defaulting Party that all reasonable steps have been taken to cure the default. If the default continues or remains in existence upon the expiry of the cure period, the Non-Defaulting Party may terminate the Agreement in writing effective upon delivery of written notice to the Defaulting party.

**ARTICLE 11****11.1 Termination upon Notice**

This Agreement may be terminated by either party giving Ninety (90) Days notice in writing to the other of the intention to terminate the Agreement. The Agreement will terminate Ninety (90) Days after the giving of the notice of the intention to terminate and the responsibility of the Customer for payment under this Agreement shall be limited to those services provided prior to the date of termination.

**ARTICLE 12****12.1 Indemnity**

Each of the parties hereto shall be responsible for and indemnify and save harmless the other party, for any damages or losses (including legal fees on a solicitor and his own client full indemnity basis), injuries or loss of life, resulting from the acts or omissions of their respective employees, servants, agents or contractors which may occur in the performance, purported performance, or non-performance of their respective obligations under this Agreement; provided that, such indemnity shall be limited to an amount in proportion to the degree to which the indemnifying party, its employees, servants, agents or contractors are at fault or otherwise held responsible in law.

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The indemnifications set forth above, hereof, will survive the expiration of the Term or the termination of this Agreement for whatever cause and any renewal or extension of the Term, as the case may be.

**ARTICLE 13****13.1 Arbitration**

If any dispute arises between the parties with respect to any of the provisions of this Agreement that cannot be resolved by mutual agreement between the parties, such dispute shall be determined by arbitration in accordance with the following terms and conditions:

- (a) the party desiring to refer a dispute to arbitration shall notify the other party in writing of the details of the nature and extent of the dispute;
- (b) within five (5) days of receipt of notice contemplated in Section 13.1(a), the parties shall agree upon a single arbitrator (the "Arbitrator") and in the event that the parties are unable to agree upon the Arbitrator, the matter shall be referred to the Court of Queen's Bench of Alberta for the appointment of the Arbitrator;
- (c) the decision of the Arbitrator shall be binding upon the parties hereto;
- (d) the cost of each arbitration shall be borne by the party against which the award is made by the Arbitrator, unless the Arbitrator decides otherwise;
- (e) the Arbitrator shall not alter, amend or otherwise change the terms and conditions of this Agreement;
- (f) except as modified herein, the provisions of the *Arbitration Act*, RSA 1980, c. A-43, as amended from time to time, shall apply to any arbitration conducted pursuant to this Agreement; and
- (g) notwithstanding any provision contained herein to the contrary, if any dispute which has been submitted to the Arbitrator has not been determined by the Arbitrator within forty-five (45) days of receipt of the notice to arbitrate, either party at any time thereafter, but prior to a determination being made by the Arbitrator shall have the right of recourse to the Court of Alberta having jurisdiction for the determination of the dispute and upon the commencement of any

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action for such purpose, the jurisdiction of the Arbitrator with respect of such dispute shall cease.

## ARTICLE 14

### 14.1 Force Majeure

The Operator shall not be liable to the Customer for any failure of or delay in the performance of its obligations hereunder nor be deemed to be in breach of this Agreement, if such failure or delay has arisen from "Force Majeure". For the purposes of this Agreement, "Force Majeure" means any cause not within the control of the Operator including, without limitation, interruption of telecommunications, gas, electric or other utility service, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, lightning, storms, floods, high water, washouts, inclement weather, orders or acts of military authorities, civil disturbances and explosions.

Where the Operator is prevented from carrying out its obligations hereunder due to Force Majeure, the Operator shall, as soon as possible, give notice of the occurrence of such Force Majeure to the Customer and the Operator shall thereupon be excused from the performance of such obligations for the period of time directly attributable to the effect of the Force Majeure.

### 14.2 Waiver

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

### 14.3 Unenforceability

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

#### 14.4 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no general or specific warranties, representations or other agreements by or among the parties in connection with the entering into of this Agreement or the subject matter hereof except as specifically set forth herein.

#### 14.5 Amendments

This Agreement may be altered or amended in any of its provisions when any such changes are reduced to writing and signed by the parties hereto but not otherwise.

#### 14.6 Further Assurances

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

#### 14.7 Notices

Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:

- (a) personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid; or
- (b) by telecopier or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
  - (i) upon transmission with answer back confirmation if received within the normal working hours of the business day; or

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- (ii) at the commencement of the next ensuing business day following transmission with answer back confirmation thereof;  
or
- (c) by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received seventy-two (72) hours after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.
- (d) Except as herein otherwise provided, Notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, or five (5) days after the same has been mailed in a prepaid envelope by single registered mail to:

- (i) the Customer:

Municipal District of Mackenzie  
PO Box 640  
Fort Vermilion, AB  
T0H 1N0

Phone: 780-927-3718  
Fax: 780-927-4266

Attention: Chief Administrative Officer

(i) the Operator:

Town of High Level  
9813 – 102 Street  
High Level, AB  
T0H 1Z0

Phone: 780-926-2201  
Fax: 780-926-2891

Attention: Manager

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

14.8 Headings

The headings in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision hereof.

14.9 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof and all covenants herein shall be construed to be joint and several when applicable to more than one party.

14.10 Assignment

This Agreement shall not be assignable by the Operator to any other person, firm or corporation without the prior written consent of the Customer, which consent will not be unreasonably withheld.

14.11 Enurement

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

14.12 Governing Law and Submission to Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the parties hereto hereby submit to the jurisdiction of the Courts in the Province of Alberta.

14.13 Survival

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

**IN WITNESS WHEREOF** the parties have set their seals and hands of their proper officers in that behalf on the day and year first above written.

**MUNICIPAL DISTRICT OF MACKENZIE NO. 23**

Per:

\_\_\_\_\_

Per:

\_\_\_\_\_

**THE TOWN OF HIGH LEVEL**

Per:

\_\_\_\_\_

Per:

\_\_\_\_\_

**SCHEDULE "A"**

**SERVICE FEE**

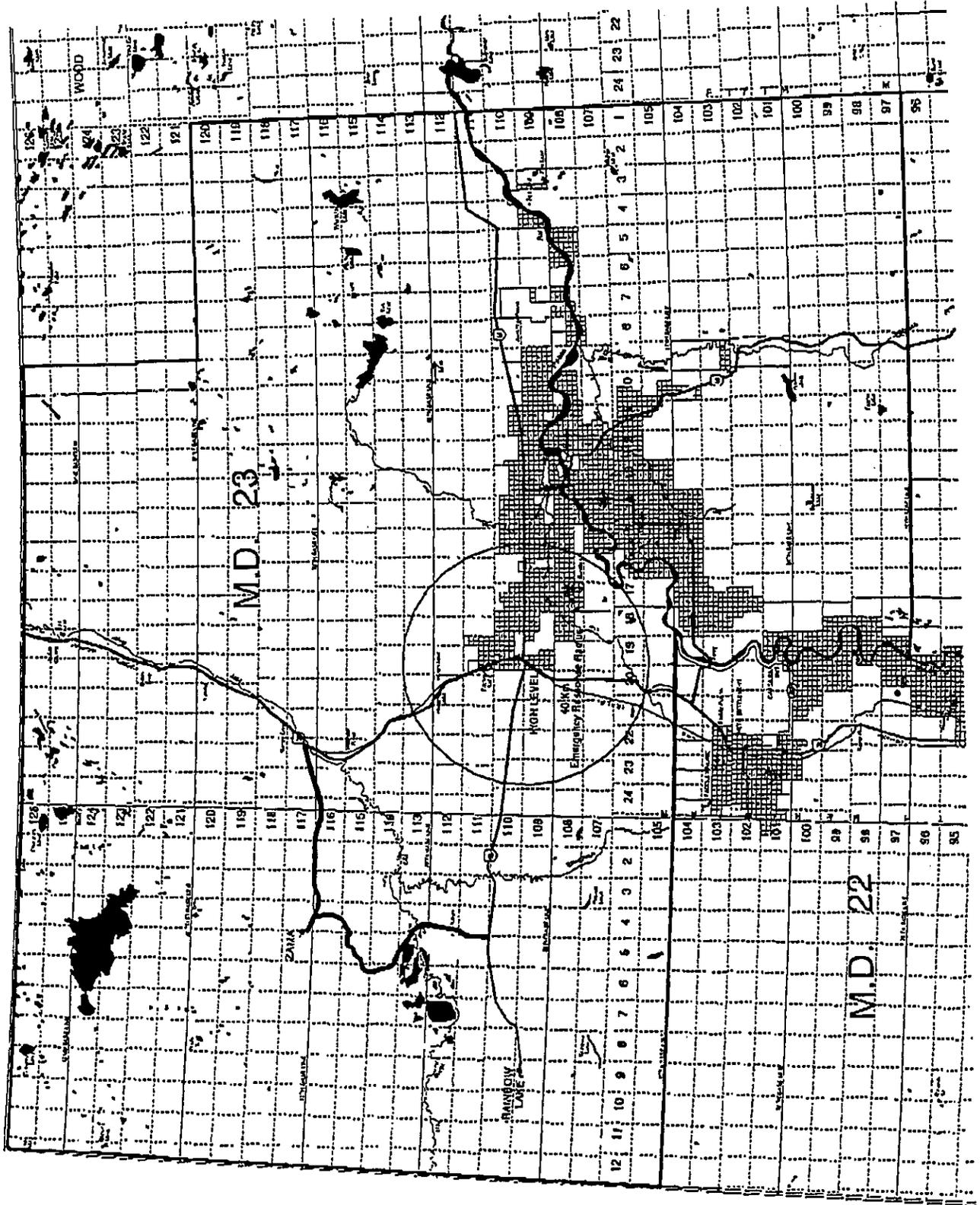
The Customer will pay to the Operator the annual Service Fee set out in the Cost Sharing Agreement entered into from time to time between the Customer and the Operator.

The Customer will not pay for any charges for each separate incident that the Operator responds to, except for those third party charges referred to in Article 4.1(n).

(11/29/2000,E0105843,DOC:1)

**SCHEDULE "B"**

**Map of Service Area**



**SCHEDULE "C"**

**Minimum Equipment**

- One (1) pumper truck
- One (1) tanker unit
- One (1) rescue unit

# M.D. of Mackenzie No. 23



## Request For Decision

Meeting:	<b>Committee of the Whole</b>
Meeting Date:	March 6, 2001
Originated By:	Harvey Prockiw, Chief Administrative Officer
Title:	<b>AUMA Annual Convention – Request for Resolutions</b>
Agenda Item No:	4a)

### BACKGROUND / PROPOSAL:

AUMA has invited resolutions for debate at the Annual AUMA Convention November 14 – 17, 2001.

### DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

Council discuss possible resolutions to be brought to the AUMA Convention.

### COSTS / SOURCE OF FUNDING:

Not applicable.

### RECOMMENDED ACTION (by originator):

For discussion.

Review:

Dept.

C.A.O.



January 29, 2001

Dear Mayor and Council:

RE: Request for Resolutions for the 2001 AUMA Annual Convention  
November 14-November 17, 2001, Shaw Conference Centre

This is your invitation to submit resolutions for debate at the Annual AUMA Convention. On behalf of the Association, I ask municipalities to bring forth concerns of province-wide interest for consideration by member municipalities.

Enclosed is a guideline for drafting resolutions, which I trust will be useful. Please take note that there is a need for supporting background information for each resolution being submitted for the convention. This material will assist the Convention Resolutions Committee, and later convention delegates, in understanding the issues. Resolutions without sufficient justification may be returned to the sponsors for additional information.

The deadline to receive resolutions is July 01, 2001 and after this date resolutions will be returned to the sponsor in accordance with the procedure for late resolutions.

Thank you for your contribution

Sincerely,

Lorne Olsvik  
President

## GUIDE TO WRITING RESOLUTIONS

Many issues confronting local councils require action by levels of government other than the municipal level. And sometimes these issues are, or have the potential to be, common to many municipalities. Resolutions forwarded to AUMA are an effective vehicle for dealing with these types of issues.

Keep in mind that a resolution forwarded to AUMA is more than a directive to local municipal staff or a policy guideline for future council meetings. A resolution passed by local council and forwarded to AUMA is one in which you and your council are hoping ultimately to have endorsed by a majority of Alberta's municipalities.

It follows that the resolution should be as clear as possible to as many people as possible. The resolution must address a topic of concern to municipalities throughout the province.

### Construction of the Resolution

All AUMA resolutions take the form of a preamble followed by an operative clause.

The preamble is composed of a number of clauses. How many depends on the complexity of the problem with which the resolution is dealing. Generally, however, there should be no more than five clauses to the preamble.

The operative clause contains the actual call to action which the resolution is putting forward. Because it is best to have only one request per resolution, there is generally only one operative clause.

### The Preamble

The purpose of the preamble is to lead up to the operative clause. That is, the preamble familiarizes the reader with the subject under discussion and alerts the reader to the problem at hand. The reader is then prepared to consider the solution/call to action offered in the operative clause.

All preamble clauses begin with "WHEREAS" and, where appropriate, should start out by referring to the applicable legislation. Always use the proper title of the Act or number of the Bill in question. If possible, list the particular sections of the Bill or Act to which the resolution is addressed.

The preamble should then go on to explain the exact problem. This is best explained by using examples of the actual incident(s) precipitating the resolution. However, care must be taken to ensure that this does not localize the resolution and place it in jeopardy of being seen as a single municipality's issue.

## The Operative Clause

All operative clauses begin with "THEREFORE BE IT RESOLVED that the Alberta Urban Municipalities Association...". This is usually followed with either "requests" or "is opposed to".

Operative clauses should specifically indicate the organization or level of government to which the resolution is directed; For example, the Government of Alberta, the Federal Government, FCM.

The operative clause is the call to action, the very reason the resolution was drafted in the first place. This is the most important part of the resolution and should be written very clearly. There should be no doubt as to what specific action is being requested.

Also, the called-for action must be appropriate to the problem outlined in the preamble.

## The Wording of a Resolution

**KEEP IT SIMPLE. KEEP IT ACTION ORIENTED. KEEP IT FREE OF AMBIGUOUS TERMS.**

## Background Information

No preamble can be comprehensive enough to give a full account of the situation that gave rise to the resolution. In all cases, supplementary or background information (1 to 2 pages max.) is necessary. This additional material will assist the Convention Resolutions Committee, and later convention delegates, in understanding the issue at hand. Often, a resolution passed by local council is based upon a report received from municipal staff. If this is the case, an executive summary of this report should be included with the resolution.

For more information contact James Robertson, Senior Policy Analyst, at the AUMA office, by calling (780) 433-4431 or toll-free at 1-800-661-2862.



# M.D. of Mackenzie No. 23



## Request For Decision

Meeting:	<b>Committee of the Whole</b>
Meeting Date:	March 6, 2001
Originated By:	Harvey Prockiw, Chief Administrative Officer
Title:	<b>Alberta School Boards Association Request Input Regarding Students and Citizenship Issues</b>
Agenda Item No:	4 b)

### BACKGROUND / PROPOSAL:

The Alberta School Boards Association is reviewing whether the efforts of school boards to shape young people into good citizens, is meeting society's expectations.

### DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

Council is asked to provide input and offer suggestions to the Association.

### COSTS / SOURCE OF FUNDING:

Not applicable.

### RECOMMENDED ACTION (by originator):

For Council discussion and suggestions.

Review:

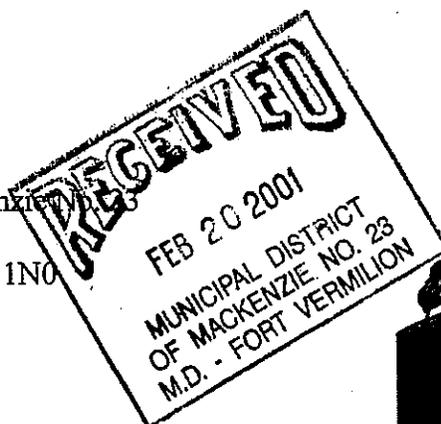
Dept.

C.A.O.



February 9, 2001

Mr. William Neufeld  
Reeve of M.D. of Mackenzie  
PO Box 640  
Fort Vermilion AB T0H 1N0



Dear Reeve Neufeld,

Outside of their homes, children aged five to 18 spend more time in school than anywhere else. As a result, school boards understand they have a responsibility to help students learn life skills, to understand proper behaviour in a social context, and to encourage quality character traits. However, it is not known if today's school standards or expectations of students are consistent with society's expectations.

*Shaping our communities  
through vision and action*

That's why the Alberta School Boards Association has launched a two-month public consultation on the question: *Are the efforts of school boards to shape young people into good citizens meeting society's expectations?* Are the current standards too strict? Not strict enough? What else can schools do to shape young people into good citizens?

This public consultation is an opportunity for Albertans to tell school boards what they think and to offer suggestions for improvement. The input will help school boards set policies and enforce standards that match their local community's needs and expectations.

As leaders of municipal governments throughout Alberta, your opinions and perceptions on various issues reflect community attitudes. That's why we are inviting you and your council to provide input regarding the issue of students and citizenship. The following questions are offered as a response guide. However, please feel free to respond in any manner you choose.

1. What are the characteristics of a "good citizen"?
2. What aspects of citizenship are the most important for young people to learn?
3. How well are schools doing in shaping young people into "good citizens"?
4. Do the standards of behaviour and community values promoted in public schools match society's expectations?
5. Are these standards of behaviour and community values helpful in shaping good citizens? Where can improvements be made?
6. Are there citizenship activities that should be mandatory in public schools?
7. How should school boards measure its success in producing good citizens?

Please submit any comments, thoughts and suggestions you wish to make by the end of March. Input can be provided in one of the following ways:

- By filling out an on-line survey at [www.asba.ab.ca](http://www.asba.ab.ca)
- Commenting by e-mail to [slundrigan@asba.ab.ca](mailto:slundrigan@asba.ab.ca)
- Participating in an on-line open forum at [www.asba.ab.ca](http://www.asba.ab.ca)
- Sending written comments to the ASBA at  
Suite 1200, 9925-109 St. Edmonton, AB T5K 2J8
- Fax comments to 1-780-482-5659
- Call toll free 1-877-838-2722

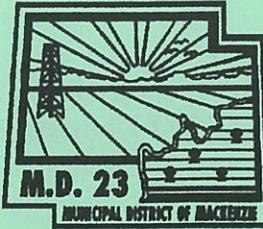
The input will be summarized and published in a special report in May. The information will provide valuable guidance to school boards and other stakeholders concerning future policy and governance decisions.

Please contact Suzanne Lundrigan, ASBA Manager of Communications at 1-780-451-7122 if you require more information.

Sincerely,



Lois Byers  
President, ASBA



## M.D. of Mackenzie No. 23

### Request For Decision

Meeting:	Committee of the Whole
Meeting Date:	March 6, 2000
Originated By:	Ivan Perich, Director of Operational Services
Title:	Highway 88 Connector Road Project, Resource Road/New Industry Program
Agenda Item No:	6 a)

#### BACKGROUND / PROPOSAL:

In November, 2000 the Municipal District of Mackenzie No. 23 applied for two resource road projects on the Highway 88 Connector. The easterly 11 kilometres was indicated as the first preferred project and the westerly 11 kilometres was indicated as the second project to be done in a subsequent year or as a subsequent project. Alberta Infrastructure approved the construction of the 11 westerly kilometres in 2001 at a total cost of \$1,700,000. I have spoken with Alberta Infrastructure to inquire about doing the most westerly project first. The westerly project ranked higher and was thus approved before our first choice project. The higher traffic volumes on the westerly section gave it the higher ranking. Alberta Infrastructure is reluctant to interchange the projects because the westerly project would still continue at it's higher ranking while the lower ranking easterly project jumped ahead in the que of projects on a provincial basis.

#### DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

Putting in a formal request to Alberta Infrastructure to change the order of construction of the two projects is not recommended. They have devised an elaborate system to rank projects on a province wide basis. Changing funding to a lower ranked project would appear, to them, to be a process to get both projects done ahead of some other projects elsewhere in the province that might need construction before one of ours did.

#### COSTS / SOURCE OF FUNDING:

Total project costs are \$1,700,000. The 25% share to be paid by the Municipal District of Mackenzie No. 23 comes to \$425,000. This money is available in Capital Roads Reserves.

Review:

Dept.

C.A.O.

RECOMMENDED ACTION (by originator):

Council approve the signing of the Memorandum of Agreement with Alberta Infrastructure regarding construction of the Highway 88 Connector from the Junction of Secondary Highway 697 east towards Junction Highway 88, a distance of 11 kilometres As well the 2001 Capital Budget be amended to include an expenditure of \$425,000 from Capital Roads Reserves for the construction of this project.

Review:

Dept.

C.A.O.

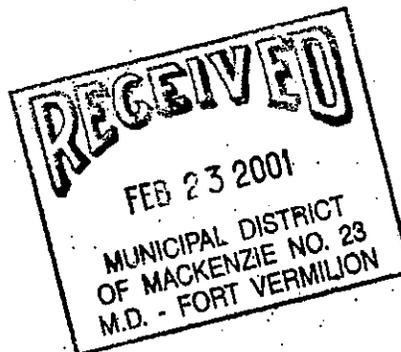
PEACE REGION

Room 301, Provincial Building  
Bag 900-29  
Peace River, AB T8S 1T4

Telephone 780/624-6280  
Fax 780/624-2440

File No: 715-RRNI-23  
(Hwy 88 Connector – Phase II)

February 20, 2001



Mr. Harvey Prockiw  
Chief Administrative Officer  
Municipal District of Mackenzie No. 23  
Box 640  
Ft. Vermilion, Alberta  
T0H 1N0

Dear Mr. Prockiw:

**Re: Resource Road/New Industry Program  
Highway 88 Connector Road Project – Phase II**

Enclosed are two copies of the Memorandum of Agreement for this project. Please have them signed by the Reeve and witnessed. They will be dated upon return to the Department.

A copy of the finalized agreement will be forwarded to you. If you have any questions, please call me at 780/624-6280.

Yours truly,



Danny Jung, P.Eng.  
Infrastructure Engineer

/lw  
Enclosure



**MEMORANDUM OF AGREEMENT  
BETWEEN  
ALBERTA INFRASTRUCTURE  
AND  
THE MUNICIPAL DISTRICT OF MACKENZIE NO. 23  
FOR THE  
HIGHWAY 88 CONNECTOR – GRADING PROJECT – PHASE II**



MEMORANDUM OF AGREEMENT signed this

day of

2001 A.D.

BETWEEN:

HER MAJESTY THE QUEEN in right of the Province of Alberta,  
in this document represented by the Minister of Infrastructure  
(in this document referred to as the "Minister")

**OF THE FIRST PART**

- and -

**THE MUNICIPAL DISTRICT MACKENZIE NO. 23**  
in the Province of Alberta  
(in this document referred to as the "Municipality")

**OF THE SECOND PART**

The Municipality has proposed grading of the Highway 88 Connector from the Junction of Secondary Highway 697 east towards Junction Highway 88, a distance of 11.0 kilometres; in this document referred to as the "Project"); and

Ownership of the said Highway 88 Connector is vested in the Crown in right of Alberta; and

Under Section 21 of the Public Highways Development Act, the Minister may enter into an agreement with an urban or rural municipality for the construction of any street or road, other than a highway, within the boundaries of an urban or rural municipality; and

The Minister, as a condition to the use of Provincial funds for the construction of the said Highway 88 Connector, under the Resource Road/New Industry Program, deems it necessary to enter into an agreement with the Municipality to ensure the preservation and protection of the Highway 88 Connector as an efficient means of transportation.

In consideration of the terms and conditions specified in this document, the parties agree as follows:

1. The Municipality shall undertake the construction of Highway 88 Connector as shown in the plans of Exhibit "A" attached to this document and forming part of this Agreement and in accordance with the detailed plans and specifications as approved by the Minister.

2. The maximum contribution by the Minister will be limited to ONE MILLION TWO HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$1,275,000.00) or SEVENTY FIVE PERCENT (75%) of the actual shareable costs, whichever is less, as shown in the Schedule of Costs, in this document referred to as the "Schedule 1", attached to this document and forming part of this Agreement.
3. The Minister may advance a portion or all of the funds specified in Clause 2 in trust or provide payments upon submission of invoices submitted by the municipality based on actual expenditures incurred on the project.
4. Nothing in this Agreement will preclude the Municipality from using other sources of funding to complete the work agreed upon, except that other government grants may not be used to offset the Municipality's portion of the eligible costs.
5. The Municipality will accept the funds granted conditionally by the Minister on the following terms and conditions:
  - (a) The Municipality shall maintain a separate accounting for costs incurred on the project and all funds granted conditionally by the Minister;
  - (b) The Municipality will ensure expenditures accounted for against the principal amount of any advance and the interest earned are only for the work accepted by the Minister under this Agreement;
  - (c) Any interest earned on the provincial funds held by the Municipality will only be applied to the total eligible project expenditures so as to reduce the total sharable cost, and
  - (d) "Interest Earned" shall be calculated based on the actual interest earned by the municipality so as to maximize the interest on such money, subject to provisions of the 1995 Municipal Government Act or a method agreeable to the Minister

- (e) All funds advanced conditionally and accumulated interest not expended prior to December 31st in any year, will be retained conditionally by the Municipality and expended on the Project in the following years. The Municipality agrees that any funds and accrued interest unexpended on completion or termination of the Project, will be treated as an advance on the following year's Resource Road/New Industry Program or other transportation program as may be specified by the Minister.
6. The Municipality agrees that the Minister shall have the right at all times to inspect the cost records of the Municipality, the work specified in this document, and any and all materials supplied or used in connection with this work, and shall have the right to require any modification or alteration in the work to ensure its completion in accordance with the specifications forming part of this Agreement.
7. The Municipality agrees that:
- (a) It will utilize competent engineering consultants registered and licensed to practice in the Province of Alberta, in this document referred to as the "Engineer", for the design including preparation of the plans and specifications and for the quality control activities and supervision of the contract during construction; and
  - (b) It will ensure that the accepted work is carried out in accordance with the rules, regulations and laws governing such works and in accordance with the best general practice, and in a manner agreeable to the Minister; and
  - (c) It will satisfy itself that the costs proposed and submitted by the Engineer for their services are considered fair and reasonable; and
  - (d) It will provide the Minister with contract final details on completion of construction; and a certified financial statement of all costs incurred; and
  - (e) It will schedule the work to be completed by October 31, 2001.
8. Upon completion of the work, the Municipality shall allow free and complete use of the said Highway 88 Connector to and by any lawfully licensed vehicle operated in accordance with the Motor Vehicle Administration Act and the Motor Transport Act.

- 9. The Municipality agrees that it will at its own expense perform subsequent maintenance on the Highway 88 Connector including upkeep of signage and pavement markings as required.
- 10. The Municipality shall indemnify and hold harmless the Minister, his employees and agents from any and all claims, demands, actions and costs or what ever may arise, directly or indirectly, out of any act or omission of the Municipality, its employees or agents, in the performance by the Municipality of this Agreement. Such indemnification shall survive termination of this Agreement.
- 11. The parties agree to give this Agreement a fair and liberal interpretation and to negotiate with fairness and candor, any modification or alteration that may be rendered necessary by changing conditions.

**IN WITNESS WHERE** this Agreement has been duly signed by the parties here as of the date first written above.

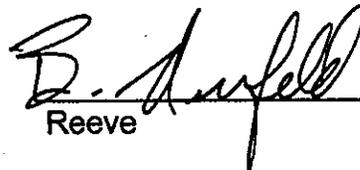
**SIGNED ON BEHALF OF THE MINISTER by:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Regional Director  
Alberta Infrastructure

**SIGNED ON BEHALF OF THE MUNICIPALITY by:**

\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Reeve

**SCHEDULE "1"**  
**SCHEDULE OF COSTS**

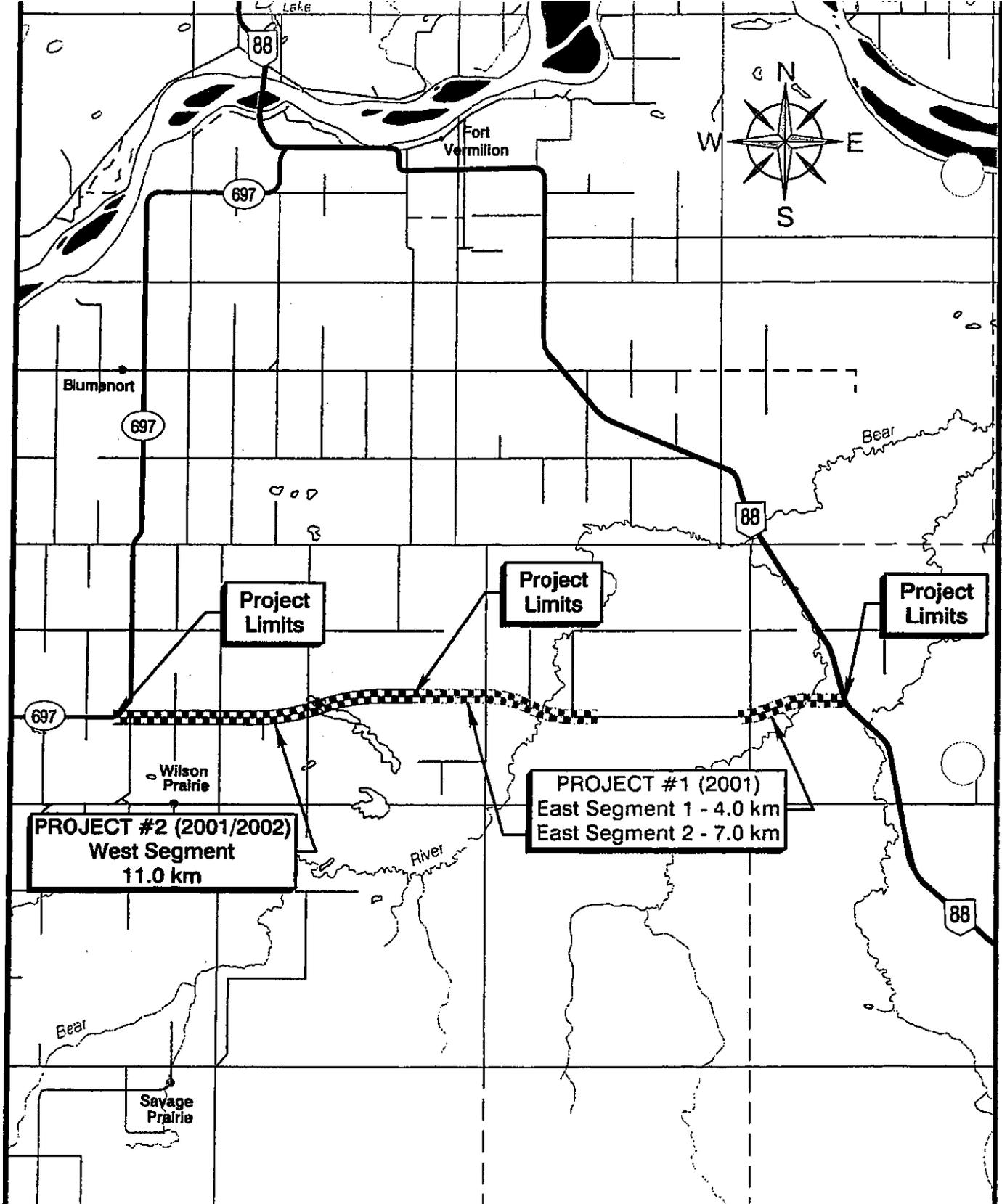
**SCHEDULE "1"**

**"SCHEDULE OF COSTS"**

**AGENCY:** Municipality of Mackenzie No. 23  
**PROJECT:** Grading of Highway 88 Connector Project – Phase II  
**LOCATION:** From the Junction of Secondary Highway 697  
East towards Junction Highway 88  
**DISTANCE:** 11.00 kilometres  
**CONTRACTOR:**  
**CONSULTANT:** EXH Engineering Services Ltd.

<b>Project Costs:</b>	<b>Total:</b>
<b>Total Estimated Costs:</b>	<b>\$1,700,000.00</b>

**EXHIBIT "A"**  
**DESCRIPTION OF PROJECT**



**EXH** Engineering Services Ltd.

Municipal District of Mackenzie

**LOCATION PLAN  
HIGHWAY 88 CONNECTOR**

Date: NOVEMBER 23, 2000	Drawn By: MRM	Checked By: GM	Drawing No. H88C-01
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**PEACE REGION**  
Office of the Regional Director

Room 301, Provincial Building  
Bag 900-29  
Peace River, AB T8S 1T4

Telephone 780/624-6280  
Fax 780/624-2440

February 7, 2001

Our File: 715-RRNI-23  
(Hwy 88 Connector – Project 2)

Mr. Bill Neufeld, Reeve  
Municipal District of Mackenzie No. 23  
Box 640  
Ft. Vermilion, Alberta  
T0H 1N0

Dear Reeve Neufeld:

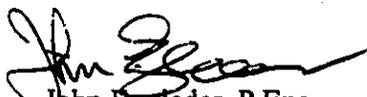
I wish to advise, on behalf of the Government of Alberta, that grant funding will be provided under the Resource Road/New Industry Program for 75 percent of the eligible project costs of the Highway 88 Connector - Grading Project 2. Your MLA's, the Honourable Pearl Calahasen, Mr. Mike Cardinal, and Mr. Gary Friedel are supportive of this project.

The Municipal District of Mackenzie No. 23 will be responsible for any applicable Goods and Services Tax associated with the project.

Please contact me to discuss the project design, tender and payment processes which must be followed.

If there are any questions or concerns, please give Helen Tetteh-Wayoe, Infrastructure Manager, or myself a call at 780/624-6280.

Yours truly,

  
John Engleder, P.Eng.  
Regional Director

DJ/lw

cc: The Honourable Pearl Calahasen, MLA  
Lesser Slave Lake Constituency

Mr. Mike Cardinal, MLA  
Athabasca - Wabasca Constituency

Mr. Gary Friedel, MLA  
Peace River Constituency

Helen Tetteh-Wayoe





## M.D. of Mackenzie No. 23

### Request For Decision

Meeting:	Committee of the Whole
Meeting Date:	March 6, 2000
Originated By:	Ivan Perich, Director of Operational Services
Title:	Request for Construction and Rehabilitation Program Priorities for the Provincial Highway System
Agenda Item No:	6 b)

#### BACKGROUND / PROPOSAL:

Each year Alberta Infrastructure requests our Council's list of priorities for the annual and three year construction and rehabilitation programs for the provincial highway system including provincial highway bridges.

#### DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

The province does pay some attention to our priority requests. It is a useful exercise as it is one of the ways that the Municipal District of Mackenzie No. 23 can formally advise Alberta Infrastructure of its priorities regarding these roads. A copy of last year's priority list is attached for reference purposes. No recommendations will be made as that is an area more suited for Council to discuss and decide on.

#### COSTS / SOURCE OF FUNDING:

Nil

#### RECOMMENDED ACTION (by originator):

Council approve the priority lists discussed and assembled during Council discussions with Administration to forward them to John Engleder, Regional Director, Alberta Infrastructure, Peace River.

Review:	Dept.	C.A.O. 
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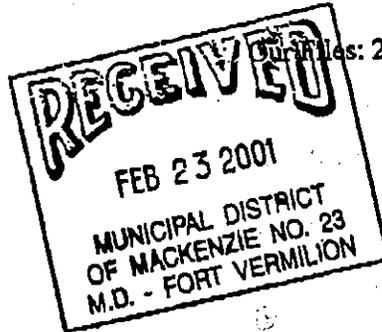


**PEACE REGION**  
Office of the Regional Director

Room 301, Provincial Building  
Bag 900-29  
Peace River, AB T8S 1T4

Telephone 780/624-6280  
Fax 780/624-2440

February 16, 2001



Files: 2180-23

Mr. Bill Neufeld, Reeve  
Municipal District of Mackenzie No. 23  
Box 640  
Fort Vermilion, Alberta  
T0H 1N0

Dear Reeve Neufeld:

**Re: Request for Construction and Rehabilitation Program Priorities for the Provincial Highway System**

As outlined by the Premier's Task Force on Infrastructure's Implementation Guidelines for Rural Municipalities, municipalities wish to be involved in the identification of future "Construction and Rehabilitation Priorities" for the Provincial Highway System (secondary and primary highways including bridges).

The Department is requesting your Council's list of priorities for the annual and three year construction and rehabilitation programs for the provincial highway system including provincial highway bridges. Your list will be considered for the 2002 - 2005 business planning cycle and annual updates of priorities will be requested as was the practice in previous years.

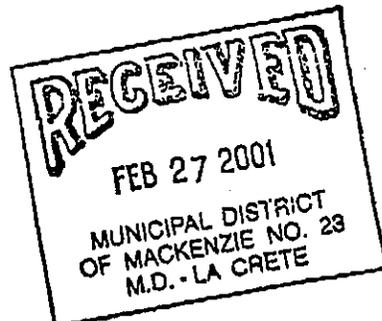
It would be appreciated if your Council's priority list could be forwarded to the Regional Office in Peace River no later than April 20, 2001. If you require further information on this request, please contact Ms. Helen Tetteh-Wayoe, Infrastructure Manager, at (780) 624-6280. Thank you for your assistance in this matter.

Yours truly,

John Engleder, P.Eng.  
Regional Director

DJ/lw

cc: Helen Tetteh-Wayoe



MOVED by Councillor Wieler

That Council authorize administration to write a letter to Alberta Infrastructure listing the priorities as amended:

- ✓1) Upgrading of Primary Highway 88, including bridge structures and pavement.
- ✓ 2) Pavement overlay – Secondary Highway 697 *are required*  
Seal Coating – Secondary Highway 697
- 2001 { Spruce Road to Highway 88 (SH697: 04, km 50.69 to km 65.85) including the La Crete Access Loop.
- { North La Crete Access to Buffalo Head Prairie (SH697: 04, km 13.27 to km 32.29)
- { Buffalo Head to Steephill Creek (SH697: 04, km 0 to km 13.27)
- { Steephill Creek to Blue Creek (SH697: 02, km 39.07 to km 53.03)
- ✓3) Extension of Primary Highway 58 to Wood Buffalo National Park
- remove → 4) Upgrade from Primary Highway 58 north to Zama (Assumption By-pass)
- 5) Extension of Primary Highway 58 to BC Border
- 6) Upgrade of bridges located within the MD, as listed in the March 10<sup>th</sup> letter from Clint Thompson, AGRA Torchinsky to Dave Kohut, Alberta Infrastructure. This would include bridge No. 13400, located within Boyer Indian Reserve.
- 7) Bridge over the Peace River at Tompkins Landing

**CARRIED**

- Maintenance of Hwy 697:*
- 2. a) pave Tompkins west hill
- b) overlay.

## Summarization of Bridge Work Outlined In Clint Thompson's Letter of March 10, 2000

compiled March 1, 2001  
page 1 of 2

Bridge File No.	Land Location	Stream	Location	Work Required	Comments
75080	WSW 11-109-15-W5M	Boyer River	8 km WSW of Rocky Lane	9 members require replacement	Work currently underway in March 2001
72702	INW 15-109-14-W5M	Ponton River	1.2 km NE of Rocky lane	Anchor bolts, bearings, abutments and anchor piles need work	Work currently underway in March 2001
74913	SSE 13-109-15-W5M	unnamed watercourse	5.5 km W of Rocky Lane	abutment piles split, caps rotting, wingwalls may need work	Engineering assessment needed.
76728	SSW 21-108-15-W5M	unnamed watercourse	8 km N of Fort Vermilion	repair of pop outs on girders	Engineering assessment needed
80839	ISW 17-106-12-W5M	Bear River		diagonal cracking on girders	Engineering assessment needed
81336	WSW 13-109-14-W5M	Teepee Creek		hole in stringer, diaphragms broken out	Engineering assessment needed
75117	WNW 13-109-15-W5M	unnamed watercourse		struts in poor shape, roof deflecting	Bridge was repaired in January 1999 so AI could detour traffic on this road while repairing Bridge in Beaver First Nation.
75877	INW 12-109-17-W5M	Boyer River	on 15 mile road	pier stability rated as 4, pier leaning	Engineering assessment needed

## Summarization of Bridge Work Outlined In Clint Thompson's Letter of March 10, 2000

compiled March'1, 2001

Page 2 of 2

Bridge File No.	Land Location	Stream	Location	Work Required	Comments
76507	SSE 28-105-14-W5M	unnamed watercourse		Girders rated as 4, girders cracking and spalling	Engineering assessment needed
76738	WNW 21-105-14-W5M	watercourse		Girders rated a 4, girders cracking and spalling	Engineering assessment needed
78185	WNW 5-109-17-W5M	Boyer River	on 11 mile road	Bearing rated as 4, caps rolling, corbels splitting	Engineering inspection needed
79359	INW 34-111-01-W5M	Wentzel River	on Highway 58 extension	Superstructure wingwalls and abutment stability rated as 3, road alignment poor	Should be part of the construction when Highway 58 is extended to Wood Buffalo National Park
80678	WNW 27-109-13-W5M	unnamed watercourse		girders rated as 4, cracked legs and exposed rebar	Engineering assessment needed.

MAR 01 2001 10:10



## M.D. of Mackenzie No. 23

### Request For Decision

Meeting:	<b>Committee of the Whole</b>
Meeting Date:	March 6, 2001
Originated By:	Ivan Perich, Director of Operational Services
Title:	<b>Policy on Axle Loading Restrictions</b>
Agenda Item No:	6c)

#### BACKGROUND / PROPOSAL:

The subject of axle loading restrictions brings up many different thoughts in people over the same issue. In other words many people do not agree on the subject. The recommended purpose of a policy on axle loading restrictions in the Municipal District of Mackenzie No. 23 is to ensure that business can continue to operate as free of unnecessary rules and regulations as possible but to still ensure that the Municipal District of Mackenzie No. 23 does not spend unnecessary amounts of money repairing the roads used by business. The key to success in this matter, as it is in many situations is to ensure that there is open communication amongst all parties. As well, policies developed must be flexible enough to meet the needs of all affected parties.

#### DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

Spring is coming soon. A policy that is better than the one that is currently in place is required. The proposed policy (as well as the Road Protection Agreement Policy) are part of a process to eliminate as much regulation and paperwork as possible but to still know where hauls are occurring so that road damage can be monitored and repaired. It is recommended that the authority to institute axle loading restrictions be vested with the Director of Operational Services. His duties include liaising with the public, industry, staff and Council to ensure that the best interests of the Municipal District of Mackenzie No. 23 are looked after. As well, it is important that the Director of Operational Services understands and remembers that industry (including farmers) is who the roads were primarily constructed for. The important part is to ensure they are used to the maximum amount with the minimum amount of damage. Minor damage can be repaired with a grader.

#### COSTS / SOURCE OF FUNDING:

Already budgeted as part of the roads operations costs.

#### RECOMMENDED ACTION (by originator):

Council review, modify, as deemed necessary, and adopt the Axle Loading Policy.

Review

Dept

C.A.O.



Municipal District of Mackenzie No. 23

Title	Axle Loading Policy	Policy No:	PW008
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Legislation Reference	Motor Transport Act
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**Purpose**

To provide for implementation of axle loading restrictions on roads under the control and management of the Municipal District of Mackenzie No. 23.

**Policy Statement and Guidelines**

The Director of Operational Services, or designate, has full power and authority to implement axle loading and other restrictions pursuant to the provisions of the Motor Transport Act, the guidelines included in this policy and in the Road Protection Agreement Policy.

**Guidelines:**

1. Roads will be inspected on a frequent basis to determine when axle loading restrictions should be placed in a particular area.
2. In general, axle loading restrictions will not be issued on a municipality wide basis. The Municipal District of Mackenzie No. 23 is about 180 miles from north to south and over 200 miles from east to west. Conditions will not be uniform across this large geographic area.
3. Road bans will not be placed until absolutely necessary. Soft shoulders, rutting or other road damage should be imminent, or evident, before axle loading restrictions are put in effect.
4. Usually the axle loading restrictions will be removed when the frost is out and the water has drained away from the road side.
5. Should it be absolutely necessary to haul materials, a Road Protection Agreement may be entered into with the hauler.
6. Persons, or firms, who have entered into a Road Protection Agreement may be allowed to self-issue an authorization to haul the next higher level of axle loading restriction ( i.e. if the axle loading restriction is 75%, they may self issue an authorization to 90% axle loading under the terms and conditions of the Road Protection Agreement by leaving a recorded telephone message.) During the worst period of spring break-up this option would not be available as the probability of damage to the road is too great.
7. A recorded announcement will be kept on a dedicated telephone line so that road users may easily find out what restrictions are in effect and where.
8. There will be no charge for the issuance of Road Protection Agreements.

By entering into a Road Protection Agreement a hauler with a tridem axle validates that tridem axle for maximum allowable axle loading for the tridem within the Municipal District of Mackenzie No. 23 subject to any axle loading restrictions that may be issued. (Currently section 9(1),(f),(ii) of the Public Vehicle Dimension and Weight Regulation of the Motor Transport Act, states that "...no person shall operate a public vehicle on a highway when; in the case of a vehicle having a tridem axle group; on a local road, the gross weight on the axle group exceeds 17000 kilograms).

	Date	Resolution Number
Approved		
Amended		
Amended		

## Municipal District of Mackenzie No. 23

<b>Title</b>	ROAD BANS	<b>Policy No:</b>	PW001
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<b>Legislation Reference</b>	Motor Transport Act
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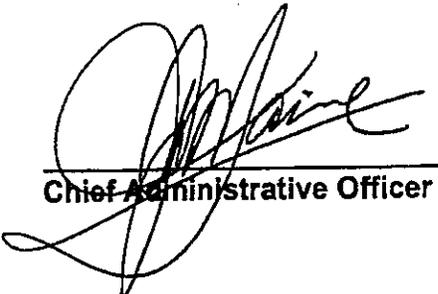
**Purpose**

To provide for implementing road bans on roads under the control and management of the municipality.

**Policy Statement and Guidelines**

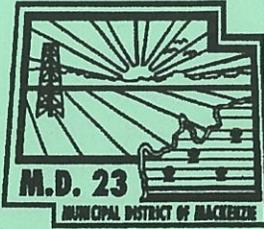
The Superintendent of Road Operations or designate has full power and authority to implement road bans and other restrictions pursuant to the provisions of the Motor Transport Act.

	Date	Resolution Number
Approved	Oct. 14/98	98-312
Amended		
Amended		

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

  
 \_\_\_\_\_  
 Chief Elected Official





## M.D. of Mackenzie No. 23

### Request For Decision

Meeting:	<b>Committee of the Whole</b>
Meeting Date:	March 6, 2000
Originated By:	Ivan Perich, Director of Operational Services
Title:	<b>Policy Regarding Road Protection Agreements</b>
Agenda Item No:	6d)

#### BACKGROUND / PROPOSAL:

Issuance of axle loading restrictions (road bans) often means that a municipality must be prepared to allow some tolerance for situations when the road ban may be waived for a single load or for a short time period for a number of loads. Normally these waivers have been called permits. This is a term that the Province of Alberta jealously guards. I recommend that we refer to it as a Road Protection Agreement. This term helps the agreement holder to remember some of the reason why he is being authorized to haul larger loads over a segment of road.

The Road Protection Agreement being presented, or ones similar to it, have been used in other jurisdictions with reasonable success. One of the reasons for it's success is that it helps to "legitimize" the tridem axle groupings being used on local roads without appropriate authorization. An unauthorized tridem may only haul 17,000 kilograms, the same as a tandem axle grouping. An authorized tridem grouping can haul about 23,000 kilograms. With a Road Protection Agreement in place which includes authorization for the tridem the vehicle owner may legally haul an additional 6,000 kilograms depending on axle configuration.

When used in other jurisdictions the amount of administrative work associated with "permits" has decreased substantially. This is especially true if the self issuing permit is used. The self issuing aspect would be applicable in those situations where a small amount of material had to be moved ( ie one or two loads). The holder of the agreement leaves a recorded message on our phone providing the information needed. The road can be inspected after the haul is done. In all cases the hauler must understand that the haul must stop if the road is being damaged.

Review:

Dept.

C.A.O.

DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

By instituting this system our ratepayers would obtain better service. They could conduct their hauling operations when it was most appropriate rather than wait for our office to open, or to hunt someone down, to obtain a permit. Because the haul may be done at night, or on a weekend when it cooled off there would be less, or no, damage to the road. By self registering we would know who did the haul in the area if there was damage.

COSTS / SOURCE OF FUNDING:

Less than \$1,000 per year for a dedicated telephone line. This would come from the existing operations budget.

RECOMMENDED ACTION (by originator):

Council review, modify, as necessary, and approve the proposed Policy on the Road Protection Agreement.

Review:	Dept.	C.A.O.
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## Municipal District of Mackenzie No. 23

Title	Road Protection Agreement Policy	Policy No:	PW 010
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Legislation Reference	Municipal Government Act Section 5
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### Purpose

To establish a Policy where firms and vehicle owners who wish to use roads within the Municipal District of Mackenzie No. 23 to haul overweight or over dimensional loads may do so with a minimum amount of regulation while ensuring that a minimum amount of damage is caused to municipal roads.

### Policy Statement and Guidelines

The Municipal District of Mackenzie No. 23 recognizes that from time to time, the use of the local road infrastructure may be outside what can be considered as normal wear and tear. As a result, and to enable the continued movement of products in and out of the Municipal District of Mackenzie No. 23, while maintaining the integrity of the infrastructure, Council has established Road Protection Agreements.

### Definitions:

- a) Extensive Hauling means the movement of products or equipment over MD Roads for extended periods of time.
- b) Intensive Hauling means the movement of products or equipment of a significant nature for a brief period of time, such as can be reasonably assumed to potentially cause excessive wear and tear on MD roads.
- c) Market Roads are main connector gravel roads, as designated by Council, providing access to provincial highways or to communities from local roads.
- d) Local Roads are roads designed and constructed to a lower standard than Market Roads and are not designated or generally intended for use by heavy traffic and include farmland access roads.
- e) Hauler, for the purposes of this agreement, means the primary company for which the product or equipment is being moved and does not refer to sub-contractors or the trucking company unless they are the same as the primary company.

### Policy

1. The requirement for Road Protection Agreements, including the terms and conditions contained therein shall be at the discretion of the Director of Operational Services.

2. As a condition of a Road Protection Agreement, security in the form of an irrevocable letter of credit, a certified check, or cash, may be required. Normally the requirement for this security will be waived. Should the Hauler damage the road and not immediately arrange for and start repairs the Hauler may be required to provide a security deposit on future hauls. The need for a security deposit shall be at the discretion of the Director of Operational Services.
3. The terms and conditions of the Road Protection Agreements shall take into consideration factors such as weather, road conditions, types or product, equipment being hauled, etc.
4. Road Protection Agreements may be required for both extensive and intensive uses.
5. All haul routes to be utilized must be approved by the Municipal District of Mackenzie No. 23 prior to being used by industrial or commercial road users.
6. Road Protection Agreements, when required, must be with the primary company, not the trucking company if the trucking company is different from the primary company.
7. Staff from the Municipal District of Mackenzie No. 23 will inspect the roads to ensure that road conditions continue at an acceptable standard.
8. Haulers should try to provide a minimum of 48 hours notice to the Municipal District of Mackenzie No. 23 prior to starting a haul to enable MD staff to inspect the proposed route. Should this notice not be provided the Hauler may be held responsible for the condition of the road during his haul.
9. Any Hauler in violation of the terms of the Road Protection Agreement may have their permission to utilize the road suspended until such time as they comply with the conditions of the Agreement to the satisfaction of the Municipal District of Mackenzie No. 23.
10. Haulers who may wish to move one, or two, loads may do so providing they have obtained verbal approval to do so from the Director of Operational Services or his designate.
11. All haulers shall abide by the speed limits set out by the MD when the approval to haul is issued or when conditions so dictate. Failure to abide by the lowered speed limits may result in suspension of the Road Protection Agreement until such time as the matter is resolved.
12. The Municipal District of Mackenzie No. 23 will maintain a toll free number for users to check on general road conditions and specific restrictions on certain areas of the municipality.
13. Conditions of the haul may include, but are not limited to speed, time of haul, axle loading, suspension of haul when road damage is evident, provision of special signing, provision of traffic control persons and accommodation of other road users
14. The Hauler is responsible for obtaining any applicable permits or authorizations from Alberta Infrastructure.
15. The Hauler shall not use tire chains on any paved or oiled roadways at any time.
16. The Hauler shall not perform any work outside of normal hauling activities or while their units are on any road. As well they shall not park, or operate, any vehicles on

public roadways such that they create an unsafe situation or cause a nuisance to other road users.

17. The Hauler may be held responsible for any additional maintenance and ice control on MD roadways which may be required over and above that normally provided by the MD.
18. The Hauler agrees to cease hauling during adverse weather conditions, including excessive rain, or at the request of the Municipal District of Mackenzie No. 23.
19. The Hauler agrees to notify the Municipal District of Mackenzie No. 23 at 780-928-3983 immediately upon completion of the haul.
20. The Hauler shall, upon direction from the Municipal District of Mackenzie No. 23, provide dust control for a length of 200 metres at any residence along the designated haul route being used.
21. The Hauler shall clean all mud and/or debris tracked onto the road surface by blading, sweeping or washing of all paved and oil surfaced roads and grading of gravel surfaced roads immediately after the mud or debris is deposited on the road.
22. The Hauler agrees to indemnify and save harmless the Municipal District of Mackenzie No. 23 against any claims and/or proceedings from third parties as a result of approval being granted for the use of municipal roadways in the Municipal District of Mackenzie No. 23.

	<b>Date</b>	<b>Resolution Number</b>
<b>Approved</b>		
<b>Amended</b>		
<b>Amended</b>		



**Municipal District of Mackenzie No. 23  
MASTER ROAD PROTECTION AGREEMENT**

**A COPY OF THIS AGREEMENT MUST BE CARRIED IN THE VEHICLE AT ALL TIMES AND PRODUCED FORTHWITH TO A PEACE OFFICER ON DEMAND. THE AGREEMENT IS NOT TRANSFERABLE.**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2001.

**Municipal District of Mackenzie No. 23 (Party of the First Part)  
and-**

\_\_\_\_\_  
(Party of the Second Part to include Name and Address)

**WHEREAS** the Party of the Second Part desires to transport goods and materials over/on certain roads within the jurisdiction of the Municipal District of Mackenzie No. 23.

**AND WHEREAS** the Party of the First Part has agreed to such activity in consideration of, and subject to the terms and conditions hereinafter set forth:

1. Haul must cease if road damage is evident.
2. If there is more than 1 or 2 loads per day the party of the Second Part may be required to provide a grader and water truck to keep the road in good condition and provide dust control as needed.
3. If necessary, at the sole discretion of the Municipal District of Mackenzie No. 23, the Party of the second  Part may be required to provide gravel to restore the road surface.
4. Maximum axle loading allowed will be as specified on the Specific Haul Agreement
5. If a permit is needed outside of the normal business hours of the Municipal District of Mackenzie No. 23 Public Works office the Party of the Second part may obtain a Self-Issuing permit by telephoning the Municipal District of Mackenzie No. 23 Public Works office at 780-928-XXXX and provide the following information on the voice recording:

- a) Master Road Protection Agreement Number \_\_\_\_\_
- b) Firm doing the hauling \_\_\_\_\_
- c) Firm for which the haul is being done \_\_\_\_\_
- d) Contact Person for firm doing the haul \_\_\_\_\_
- e) Telephone number of the firm doing the haul \_\_\_\_\_
- f) Haul Route: (Provincial Highway numbers and local road description or numbers) \_\_\_\_\_
- g) Provincial Permit number ( if applicable) including date of issue and expiry \_\_\_\_\_
- h) Origin of trip, including legal land description \_\_\_\_\_
- i) Destination of Trip, including legal land description \_\_\_\_\_
- j) Maximum, or gross, weight of vehicle hauling the equipment \_\_\_\_\_
- k) Item being hauled including total weight in kilograms (or gross weight of loaded truck) \_\_\_\_\_

6. In consideration of the permission hereby granted to it by the Party of the first Part, the Party of the Second Part covenants and agrees to arrange for the repair of, and to pay for and discharge, any and all damages which may result to roads, bridges or other property during such activity and any expenses or out-of-pocket disbursements which may be incurred by the Party of the First Part in connection therewith whether they be for inspection, escort, supervision or howsoever; and shall indemnify and save harmless the Party of the First Part.

7. The Party of the Second Part shall notify the party of the First Part when they will be finished using the roads in question for each haul project.
8. This agreement shall cease and terminate on the **15 day of April, A.D. 2002** and thereafter no such activities may continue save such as may be authorized under a new and further agreement between the parties.
9. This agreement is non-transferable. The Party of the Second Part agrees to assume all damages resulting from the use of subcontractors.
10. This agreement is valid for overloads, which have been authorized by a Provincial Permit if the Specific Haul Agreement is obtained.
11. During the summer months, oiled and paved roads in Municipal District of Mackenzie No. 23 may have an axle loading restriction, or road ban, of 90%. The Party of the Second Part may self- issue a permit for up to 100% of axle loading during this period.
12. Provision of inaccurate information can result in cancellation of the Master Road Protection Agreement and/or prosecution.
13. Other conditions \_\_\_\_\_

**IN WITNESS WHEREOF** the parties have hereunto caused their respective signatures to be affixed through their respective agents in that regard.

**MUNICIPAL DISTRICT OF MACKENZIE NO. 23**  
**For: Ivan Perich, P. Eng.**  
**Director of Operational Services**

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

**PARTY OF THE SECOND PART**

Per: \_\_\_\_\_  
 (Signature of Authorized Representative)  
 Contact Person \_\_\_\_\_  
 (Please Print)

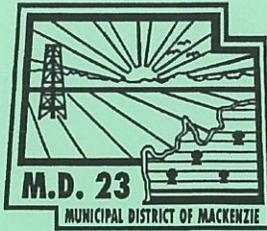
Telephone # \_\_\_\_\_

Fax # \_\_\_\_\_

Cellular # \_\_\_\_\_

**NOTE:**

- (1) IT IS THE PERMIT HOLDER'S RESPONSIBILITY TO READ AND UNDERSTAND THIS AGREEMENT.
- (2) THIS AGREEMENT IS SUBJECTED TO THE PARTY OF THE SECOND PART OBTAINING ANY NECESSARY PERMITS FROM ALBERTA INFRASTRUCTURE.
- (3) IT IS THE PERMIT HOLDER'S RESPONSIBILITY TO ADVISE MUNICIPAL DISTRICT OF MACKENZIE NO. 23 IF AND WHEN A HAUL IS SUSPENDED OR COMPLETED.
- (4) This information is being collected in accordance with Part 2 of the Freedom of Information and Protection of Privacy Act and is being collected for the purpose of issuance of Road Protection Agreements for roads within the boundaries of the Municipal District of Mackenzie No. 23. Our Freedom of Information and Protection of Privacy Act Co-ordinator, Eva Schmidt is available to answer any questions you may have pertaining to the collection and use of the information and may be contacted at 780-927-3718. This information may be used for any municipal purpose.



## M.D. of Mackenzie No. 23

### Request For Decision

Meeting:	<b>Committee of The Whole Meeting</b>
Meeting Date:	March 06, 2001
Originated By:	Paul Driedger Planning and Emergency Services
Title:	<b>Planning &amp; Development Permit Statistics Report</b>
Agenda Item No:	10 a)

#### BACKGROUND / PROPOSAL:

Following are the development statistics for the year 2000:

- Subdivision Applications 33 applications
- Development Permits 282 permits (*see attached breakdown*)
- Building Permits 154 permits
- Electrical Permits 216 permits
- Gas Permits 169 permits
- Plumbing Permits 75 permits
- Sewage Permits 62 permits
- Fire Permits 0 permits (does not include fire pits)

#### DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

Not applicable

#### COSTS / SOURCE OF FUNDING:

Not applicable

#### RECOMMENDED ACTION (by originator):

Council receive the report as information.

Review: 	Dept.	C.A.O. 
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*for Paul Driedger*



**Municipal District of Mackenzie No. 23**  
**Year to Date Development Summary**  
**January 01 to December 31, 2000**

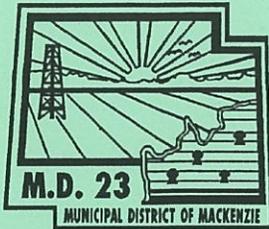
Development	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	Ward 9	Ward 10
Industrial		1	2	1			1	2	13	15
Farm					2	2			1	
Commercial		3	30	6	1	3	1	1	2	4
Home Based Business			1						1	
Residential	16	13	56	17	19	7	11	5	23	2
Other	1		6	5	1		1	2	4	
<b>TOTALS</b>	<b>17</b>	<b>17</b>	<b>95</b>	<b>29</b>	<b>23</b>	<b>12</b>	<b>14</b>	<b>10</b>	<b>44</b>	<b>21</b>

Development	2000	Construction Cost
Industrial	34	\$27,165,067.50
Farm	5	\$427,337.50
Commercial	51	\$7,346,235.50
Home Based Business	2	\$4,000.00
Residential	169	\$7,927,153.00
Other	21	\$604,500.00
<b>TOTALS</b>	<b>282</b>	<b>\$43,474,293.50</b>

Wards	Total Construction Cost
Ward 1	\$361,700.00
Ward 2	\$3,291,062.50
Ward 3	\$6,705,150.00
Ward 4	\$830,813.50
Ward 5	\$1,091,500.00
Ward 6	\$301,300.00
Ward 7	\$728,100.00
Ward 8	\$230,000.00
Ward 9	\$6,190,605.00
Ward 10	\$23,204,000.00
<b>TOTAL</b>	<b>\$43,474,293.50</b>



# M.D. of Mackenzie No. 23



## Request For Decision

Meeting:	<b>Committee of the Whole</b>
Meeting Date:	February 20, 2001
Originated By:	Paul Driedger Planning and Emergency Services
Title:	<b>SUBDIVISION APPLICATION 01MK003 J.Friesen (Maltais – agent) Recommendations to MMSA</b>
Agenda Item No:	10 b)

### BACKGROUND / PROPOSAL:

- The proposal is to subdivide a 13.6-acre parcel from the quarter section to accommodate an existing farmstead.
- 
- Attached is the subdivision application recommendations submitted to MMSA on subdivision application 01MK003.
- This is the first parcel out of the quarter section.

### *DOCUMENTATION ATTACHED*

### DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

We will be providing Council with information on Subdivision Applications that we are processing.

### COSTS / SOURCE OF FUNDING:

Not applicable

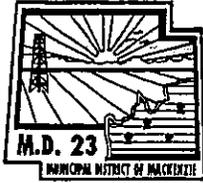
### RECOMMENDED ACTION (by originator):

Council Receive as Information.

Review:		Dept.	PLANNING	C.A.O.	
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**FAXED**  
Feb 26/01



**MUNICIPAL DISTRICT OF MACKENZIE NO. 23**

**TOPIC: SUBDIVISION APPLICATION 01MK003**  
(NW 28-105-14-W5M), Jake Friesen

**ORIGINATED BY:** Scott Skinner

**TITLE:** Development Officer

**TO:** Mackenzie Municipal Services Agency

\*\*\*\*\*

**BACKGROUND:**

**File No.:** 01MK003

The proposal is to subdivide from the quarter section, a 13.6-acre parcel for Country Residential use. This proposed subdivision is the first parcel out of this quarter section and does conform to Land Use Bylaw.

**Section 5.2.A Agricultural District:**

- C. Parcel Density (1) Residential Uses: Two parcels per quarter section or river lot, with the balance of the quarter section or river lot being one of these parcels.
- F. Lot Area (1) Country Residential Uses: Maximum lot area: up to 4.05 hectares (10.0 acres) or as required by the Development Officer.

The proposed subdivision is located 7 miles southeast of the Hamlet of La Crete in the Wilson Prairie area. Most the quarter section is currently under cultivation with the exception of the area where the proposed subdivision is located, which is covered by trees. The proposed subdivision is located along the west boundary of the section. Access available from the road allowance that runs along the western edge of the property.

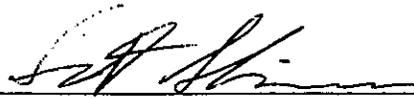
**RECOMMENDED ACTION:**

That subdivision application 01MK003, Part of NW 28-105-14-W5M, be APPROVED subject to the following but not be limited to:

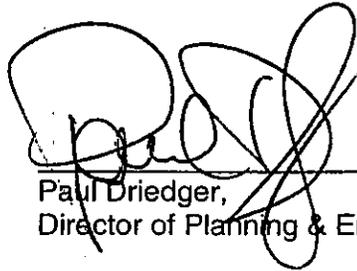
- 1) Enter into a Developer's Agreement with Municipal District of Mackenzie No. 23 with the following conditions:
  - a) Provision of access to the subdivision and to the balance of the quarter shall be provided at the Developer's expense and to Municipal District of Mackenzie No. 23 standards. The Developer shall apply to the Municipality

for a "Request to Construct Access" and comply with all conditions contained therein.

- b) All sewage disposals shall conform to the Alberta Private Sewage Treatment and Disposal Regulations
  - c) Prior to any further development on the proposed subdivision, the Developer shall obtain a development permit from the Municipality.
  - d) The Developer agrees to meet all conditions of the Subdivision Approving Authority imposed on this proposed subdivision.
- 2) Dedication of the most Westerly 5.18 meters of the proposed subdivision, designating for future road widening will be required. Compensation for the parcel to be negotiated, at the time the road widening is required, at fair market value or less.
- 3) All outstanding taxes shall be paid in full prior to registration of title.



\_\_\_\_\_  
Scott Skinner,  
Development Officer



\_\_\_\_\_  
Paul Driedger,  
Director of Planning & Emergency Services



**Mackenzie Municipal Services Agency**

**FAXED**  
FEB 15 2001

P.O. Box 450, Berwyn AB T0H 0E0

DATE: February 15, 2001  
FILE: 01MK003

MUNICIPALITY: M.D. #23

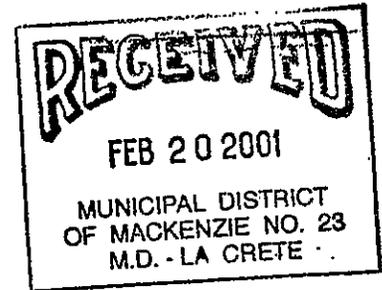
LEGAL: NW 28.105.14.W5M

OWNER: Jake Friesen

PROPOSED LAND USE: Farmstead Separation

DEVELOPER/AGENT/SURVEYOR: Maltais

\*\*\*\*\*  
MAY WE HAVE YOUR COMMENTS ASAP INAS FAR AS YOUR AGENCY IS CONCERNED.  
PLEASE ATTACH ANY ADDITIONAL COMMENTS.



SIGNATURE \_\_\_\_\_

Comments received may be deemed public information

\*\*\*\*\*

- Area Planner: Michael Otis/Andrew Chan
- TELUS - D. Breadner, Access Planning, Edmonton
- TELUS - J. Gryluk, Network Forecasting, Calgary
- Atco Electric: Fort Vermilion
- Gas Co op: Northern Lights
- Municipality: M.D. of Mackenzie No. 23

MACKENZIE MUNICIPAL SERVICES AGENCY  
Box 450, Herwyn, AB T0H 0E0 Phone (780) 338-3862 Fax (780) 338-3811

SCHEDULE  
FORM 1  
APPLICATION FOR SUBDIVISION

FOR OFFICIAL USE ONLY

Date of Receipt of Completed Form FEB 9/01 File No. 01MK003 Fee Submitted: \$625.00

THIS FORM IS TO BE COMPLETED IN FULL WHEREVER APPLICABLE BY THE REGISTERED OWNER OF THE LAND THAT IS THE SUBJECT OF THE APPLICATION OR BY A PERSON AUTHORIZED TO ACT ON THE REGISTERED OWNER'S BEHALF.

1. Name of registered owner of land to be subdivided  
JAKE FRIESEN Address and Phone No. (780) 928-3276  
BOX 308  
La Crete, Alberta, T0H 2H0 928-2464

2. Name of agent (person authorized to act on behalf of registered owner), if any  
M. KENT CROUCHER Address and Phone No.  
MALTAIS ASSOCIATES SURVEYORS LTD.  
BOX 89 HIGH LEVEL, ALBERTA 1-780-926-4123

3. LEGAL DESCRIPTION OF LAND AND AREA OF LAND TO BE SUBDIVIDED

All/part of the NW 1/4 Sec. 28 Twp. 105 Rge. 14 West of 5 Meridian  
Being all/part of Lot \_\_\_\_\_ Block \_\_\_\_\_ Reg. Plan No. \_\_\_\_\_ C.O.T. No. 572245  
Area of the above parcel of land to be subdivided 7.0 Hectares 17.3 (acres)  
Municipal Address if applicable Municipal District of Mackenzie No. 23

4. LOCATION OF LAND TO BE SUBDIVIDED

- a. The land situated in the Municipality of Municipal District of Mackenzie No. 23
- b. Is the land situated immediately adjacent to the municipal boundary? Yes \_\_\_\_\_ No X  
If "yes", the adjoining municipality is \_\_\_\_\_
- c. Is the land situated within 0.8 kilometers (0.5 miles) of the right of way of highway? Yes \_\_\_\_\_ No X  
If "yes", the highway is No. \_\_\_\_\_, the Secondary Road is No. \_\_\_\_\_
- d. Does the proposed parcel contain or is it bounded by a river, stream, lake or other body of water or by a drainage ditch or canal?  
Yes \_\_\_\_\_ No X If "yes", state its name \_\_\_\_\_
- e. Is the proposed parcel within 1.5 kilometers (0.932 miles) of a sour gas facility? Yes \_\_\_\_\_ No X

5. EXISTING AND PROPOSED USE OF LAND TO BE SUBDIVIDED

Describe:

- a. Existing use of the land Residential
- b. Proposed use of land Residential
- c. The designated use of land as classified under a land use bylaw A1

6. PHYSICAL CHARACTERISTICS OF LAND TO BE SUBDIVIDED (WHERE APPROPRIATE)

- a. Describe the nature of the topography of the land (flat, rolling, steep, mixed) Flat
- b. Describe the nature of vegetation and water on the land (brush, shrubs, tree stands, woodlots, etc - sloughs, creeks, etc) Trees stands
- c. Describe the kind of soil on the land (sandy, loam, clay, etc) Sandy / Clay

7. EXISTING BUILDINGS ON THE LAND TO BE SUBDIVIDED

Describe any buildings and any structures on the land and whether they are to be demolished or moved HOUSE & SHEDS TO REMAIN

8. WATER AND SEWER SERVICES

If the proposed subdivision is to be served by other than a water distribution system and a wastewater collection system, describe the manner of providing water and sewage disposal Well / Septic Tank with pumpout

9. REGISTERED OWNER OR PERSON ACTING ON THE REGISTERED OWNER'S BEHALF

I, M. KENT CROUCHER OF MALTAIS ASSOCIATES SURVEYORS LTD. hereby certify that  
FULL NAME IN BLOCK CAPITALS

- I am the registered owner, or  
 I am the agent authorized to act on behalf of the registered owner

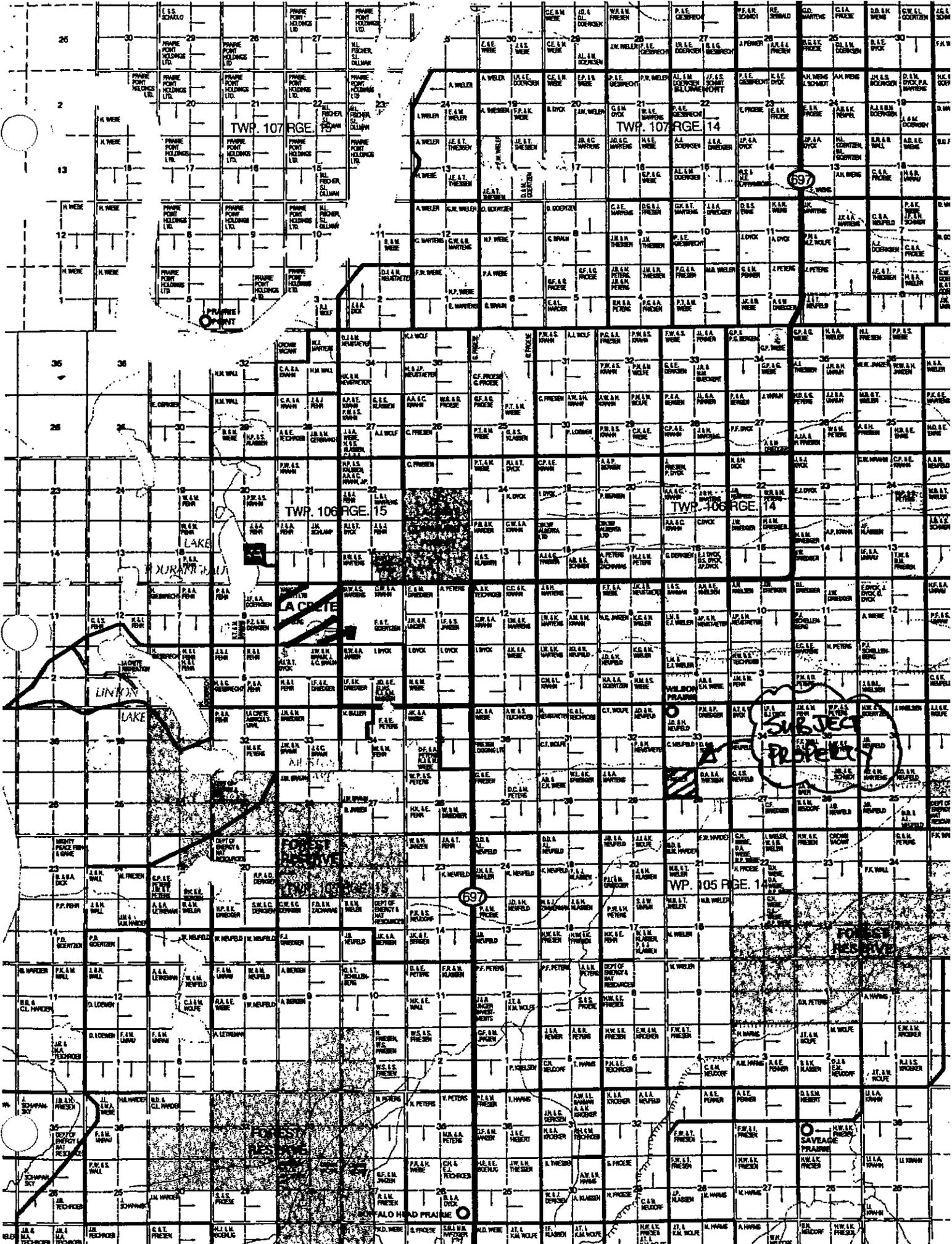
and that the information given on this form is full and complete and is, to the best of my knowledge, a true statement of the facts relating to this application for subdivision.

Address 9802 - 100<sup>th</sup> Street High Level, Alberta T0H 1Z0

Signed 

Phone No. 1-780-926-4123

Date February 6, 2001



TWP. 107 RGE. 14

TWP. 107 RGE. 14

TWP. 106 RGE. 15

TWP. 106 RGE. 14

TWP. 105 RGE. 14

SUBJECT PROPERTY

697

SAVAGE PRAIRIE

LAKE DURAND

LAKE LINCOLN

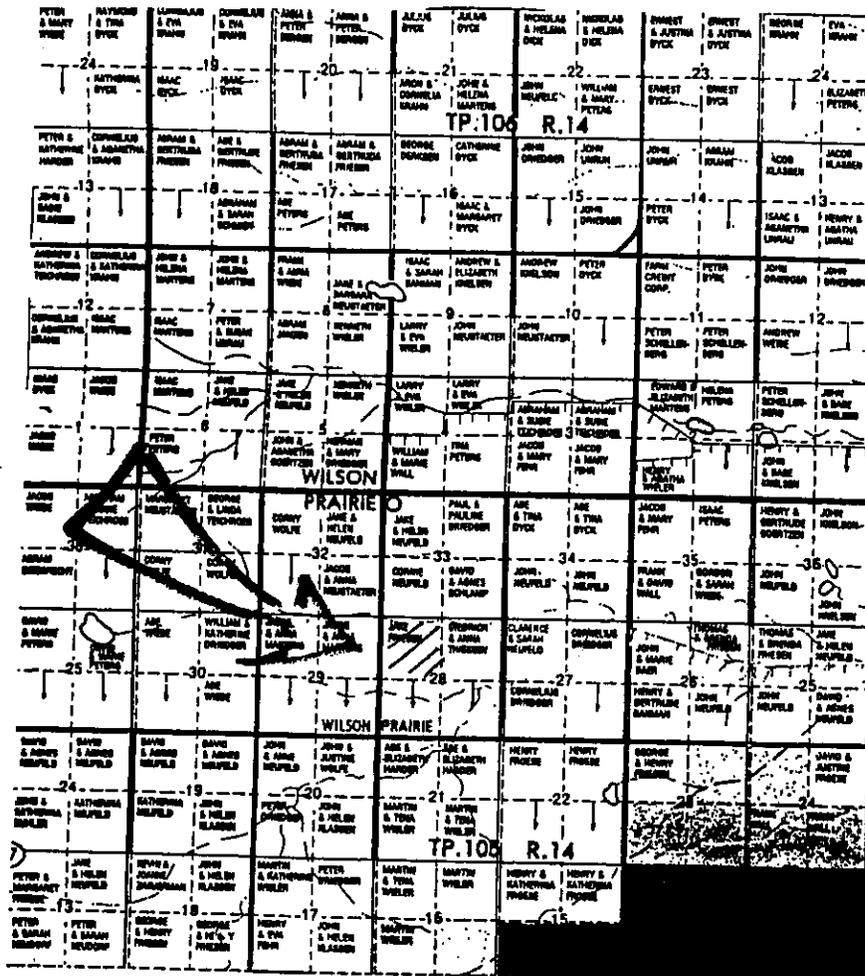
LA CRETE

FOREST RESERVE

SAVAGE PRAIRIE

SAVAGE PRAIRIE

01MK003



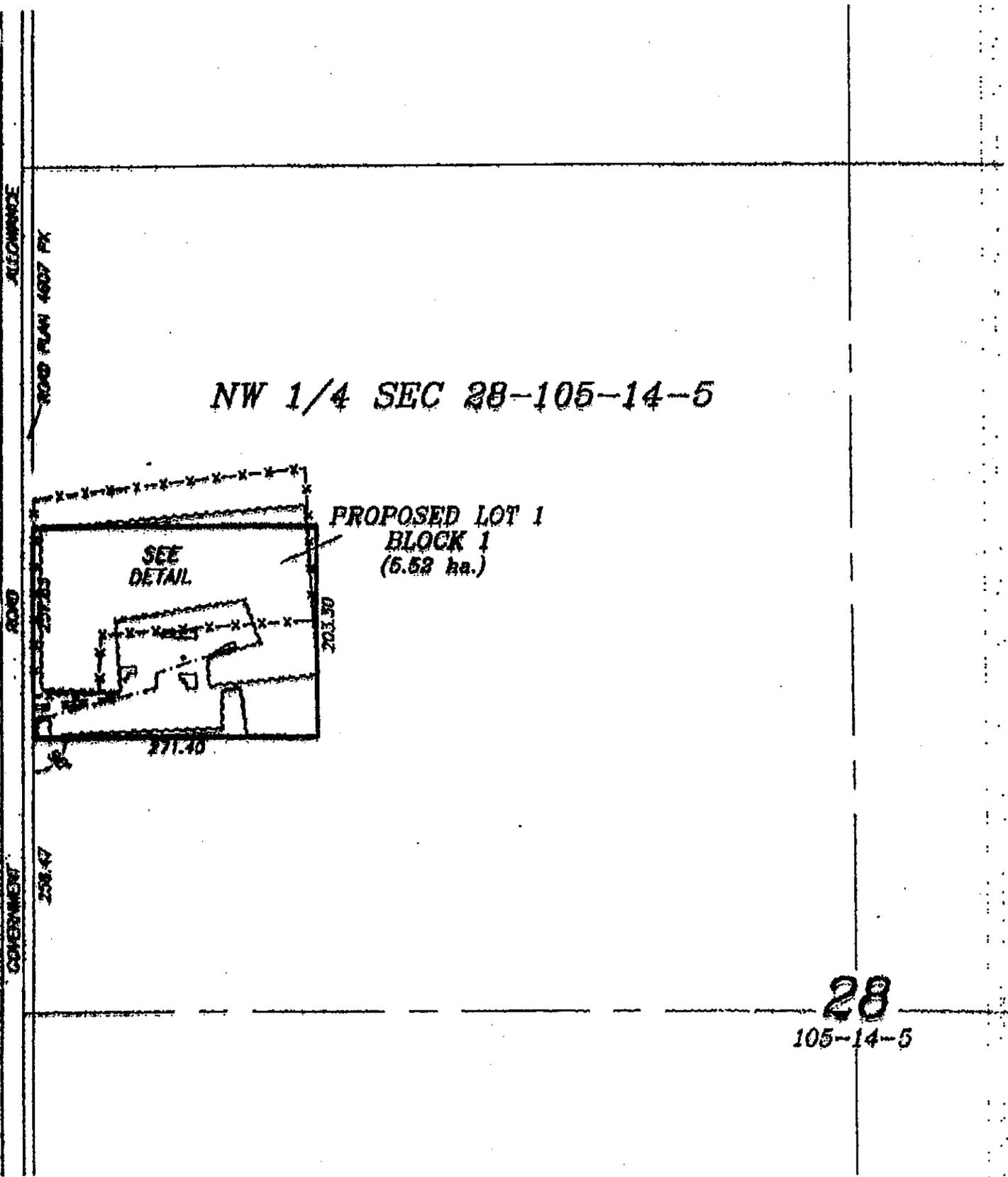
### KEY PLAN

PROPOSED SUBDIVISION  
 OF PART OF  
 NW 1/4 SEC 28-105-14-5  
 MUNICIPAL DISTRICT OF NO. 23

**MALTAIS**  
 SURVEYORS

SCALE 1:117,000

JOB NO. H00801



28

105-14-5

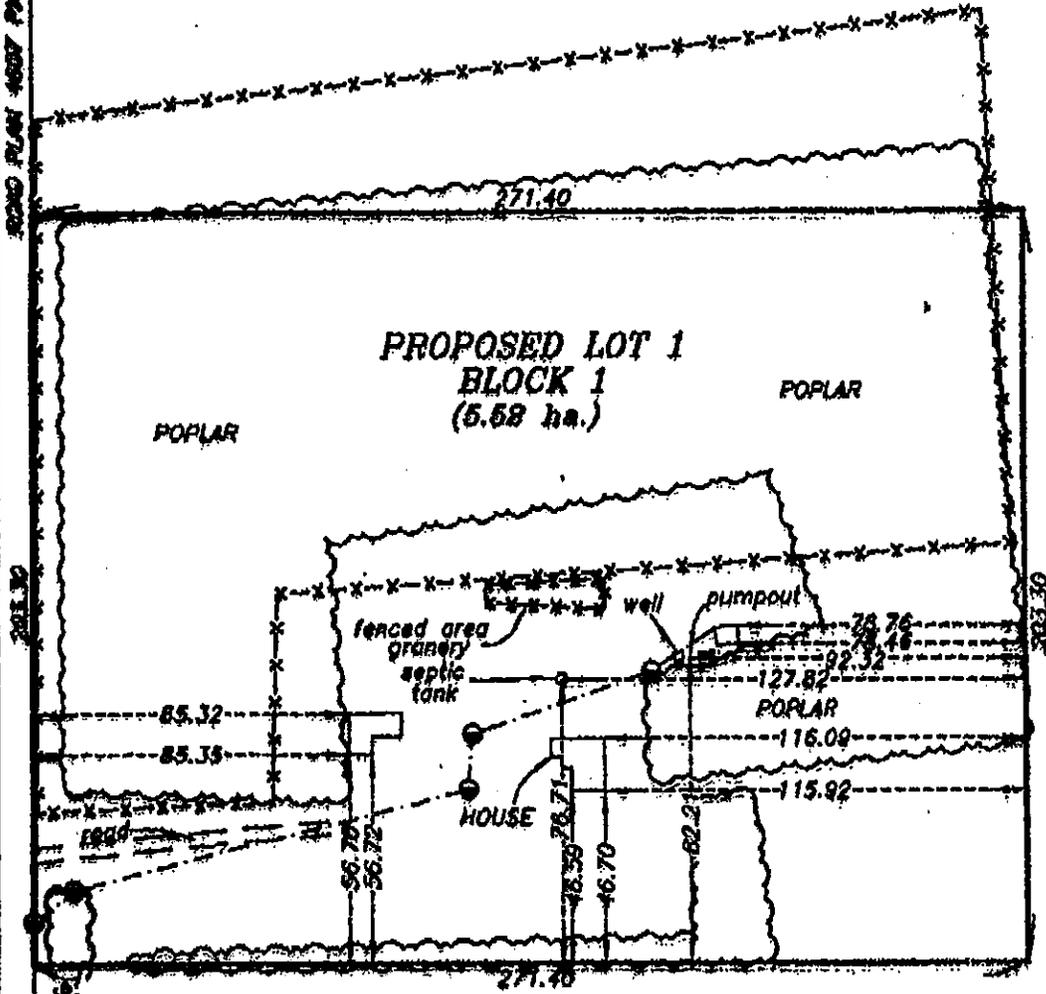
DRAWN : BPC  
 CHECKED : MKC  
 February 19, 2001

ALLOWANCE

ROAD PLAN 4887 PK

ROAD

GOVERNMENT



LOT 1  
BLOCK  
PLAN  
802 77

DETAIL  
SCALE 1:2000

MACKENZIE MUNICIPAL SERVICES AGENCY  
SUBDIVISION COMMENTS

MUNICIPALITY: M.D. #23 DATE RECEIVED: February 9, 2001  
FILE: 01MK003 EXPIRY DATE: April 9, 2001  
LEGAL: NW 28.105.14.W5M TIME EXTENSION \_\_\_\_\_  
APPLICANT/AGENT: Jake Friesen (Maltais - agent)

PROPOSAL: The proposal is to subdivide from the quarter section, a <sup>13.6</sup>~~17.5~~ acre parcel to accommodate an existing farmstead.  
ACREAGE IN TITLE; 160 acres  
RESERVE REQUIREMENTS: Reserve is not required.  
PROXIMITY TO URBAN MUNIC: Approx. 4 miles south east of La Crete.  
PREVIOUS APPLICATIONS: n/a

SITE CHARACTERISTICS

C.L.I.: 100% 4d4w

TOPOGRAPHY: The subject land is described as flat.

EXISTING USE/DEVELOPMENT: There is an existing farmstead located on site. The north portion of the proposed subdivision is bush covered.

ROAD ACCESS: Access is available via the adjoining road allowance to the west. Access to the balance of the quarter may be required.

SERVICING: The existing development is served by a well for water supply and an open discharge sewage disposal system. Either the water supply or the sewage disposal will have to be relocated. The current regulations require a separation distance of 150 feet between an open discharge system and a water source.

★ PARCEL SIZE: The parcel size is larger than what is usually approved for this type of use. It can be noted that the area within the proposed subdivision is mainly bush and is fenced off from the balance.

OTHER COMMENTS:

LEGISLATION

LAND USE BYLAW: A-1, Section 5.2.A.F.(1) indicates the maximum parcel size is 10 acres unless an existing residence requires the approval of a larger parcel to meet setback requirements.

MUNICIPAL DEVELOPMENT PLAN: No conflicts

INTER MUNICIPAL DEV. PLAN:

SUBDIVISION REGULATIONS: Section 7(g) regarding separation distances for water source/sewage disposal.

MUNICIPAL GOVERNMENT ACT: No conflicts



**MUNICIPAL DISTRICT OF MACKENZIE NO. 23  
COUNCIL MEETING**

**Tuesday, March 6, 2001  
1:00 p.m.**

**Seminar Room, Fort Vermilion School Division Central Office  
Fort Vermilion, Alberta**

**AGENDA**

**CALL TO ORDER:** 1. a) Call to Order  
1:00 p.m.

**AGENDA:** 2. a) Items to Add or Delete from the Agenda **Page 1**  
1:00 to 1:03 p.m.

b) Adoption of the Agenda **Page 1**  
1:03 to 1:05 p.m.

**ADOPTION OF  
THE PREVIOUS  
MINUTES:**

3. a) Minutes of the February 16, 2001 **Page 9**  
Special Council Meeting – Road Priorities  
1:05 to 1:08 p.m.

b) Minutes of the February 20, 2001 **Page 19**  
Committee of the Whole Meeting  
1:08 to 1:10 p.m.

c) Minutes of the February 20, 2001 **Page 29**  
Regular Council Meeting  
1:10 to 1:15 p.m.

**BUSINESS ARISING  
OUT OF THE  
MINUTES:**

4. a) **Page**

b) **Page**



		c)		<i>Page</i>
<b><u>PUBLIC HEARINGS:</u></b>	5.	a)		<i>Page</i>
		b)		<i>Page</i>
		c)		<i>Page</i>
<b><u>DELEGATIONS:</u></b>	6.	a)	Gary Friedel, MLA – Peace River 1:15 – 1:45 p.m.	<i>Page 51</i>
		b)		<i>Page</i>
		c)		<i>Page</i>
<b><u>COUNCIL COMMITTEE AND CAO REPORTS:</u></b>	7.	a)	Council Committee Reports 1:45 to 1:55 p.m.	<i>Page</i>
		b)	CAO Report 1:55 to 2:00 p.m.	<i>Page 53</i>
		c)		<i>Page</i>
		d)		<i>Page</i>
		e)		<i>Page</i>
<b><u>PLANNING AND EMERGENCY SERVICES:</u></b>	8.	a)	Regional Emergency Medical Services (EMS) 2:00 to 2:05 p.m.	<i>Page 55</i>
		b)	Bylaw 243/01 – Land Use Bylaw Amendment Agricultural District 1 “A-1” to Rural Country Residential District “RC” Pt. SW 3-110-18-W5M	<i>Page 57</i>



2:05 to 2:10 p.m.

- c) Bylaw 244/01 – Land Use Bylaw Amendment  
Agricultural District 1 to  
Rural Country Residential District  
SE & SW 24-104-16-W5M  
2:10 to 2:15 p.m. **Page 71**

- d) *H.L. Cost Sharing Agreement* **Page**

- e) **Page**

- f) **Page**

**PROTECTIVE SERVICES:**

- 9. a) **Page**

- b) **Page**

- c) **Page**

**AGRICULTURAL SERVICES:**

- 10. a) **Page**

- b) **Page**

- c) **Page**

**CORPORATE SERVICES:**

- 11. a) Policy FIN017 - Reserve Bid and Conditions of Sale **Page 81**  
2:15 to 2:20 p.m.

- b) Alberta Infrastructure – AAMD&C Spring Convention **Page 85**  
2:20 to 2:25 p.m.

- c) AUMA 2001 Regional Seminars **Page 89**  
2:25 to 2:30 p.m.

- d) Northwest Regional Fetal Alcohol Syndrome  
Alcohol Related Effects Committee **Page 93**  
2:30 to 2:35 p.m.

Handwritten text, possibly a signature or name, located in the upper middle section of the page.

- e) Forum for Young Canadians – Funding Request  
2:35 to 2:40 p.m. **Page 99**
- f) National Kids' Day  
2:40 to 2:45 p.m. **Page 103**
- g) **Page**
- h) **Page**
- i) **Page**

**OPERATIONAL SERVICES:**

- 12. a) Highway + Bridge Priorities **Page**
- b) **Page**
- c) **Page**
- d) **Page**
- e) **Page**

**IN CAMERA SESSION:**

- 13. a) **Page**
- b) **Page**

**ADJOURNMENT:**

- 14. a) Adjournment  
2:45 p.m.



# M.D. of Mackenzie No. 23



## Request For Decision

Meeting:	<b>Regular Council</b>
Meeting Date:	March 6, 2001
Originated By:	Eva Schmidt, Executive Assistant
Title:	<b>Minutes of the February 16, 2001 Special Council Meeting</b>
Agenda Item No:	3 a)

### BACKGROUND / PROPOSAL:

Not applicable.

### DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

Attached are the minutes of the Friday, February 16, 2001 special Council meeting on road priorities.

### COSTS / SOURCE OF FUNDING:

Not applicable.

### RECOMMENDED ACTION (by originator):

That the minutes of February 16, 2001 special Council meeting on road priorities be adopted as presented.

Review:

Dept.

C.A.O.





**MUNICIPAL DISTRICT OF MACKENZIE NO. 23  
SPECIAL COUNCIL MEETING**

**ROAD PRIORITIES**

**Fort Vermilion School Division Central Office  
Fort Vermilion, Alberta**

**February 16, 2001**

**MINUTES**

**PRESENT:**

Bill Neufeld	Reeve
Frank Rosenberger	Deputy Reeve
John W. Driedger	Councillor
Pat Kulscar	Councillor
Greg Newman	Councillor
Walter Sarapuk	Councillor
Wayne Thiessen	Councillor (arrived at 11:00 a.m.)
Willie Wieler	Councillor

**ABSENT:**

Betty Bateman	Councillor
Joe Peters	Councillor

**ALSO PRESENT:**

Harvey Prockiw	Chief Administrative Officer
Ivan Perich	Director of Operational Services
Bill Landiuk	Director of Corporate Services
Floyd Lafferty	Lead Hand Special Projects
Rob Lindsay	Project Services Technologist
Dianne Pawlik	Administrative Assistant

**CALL TO  
ORDER:**

**1. Call to Order**

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

**SELECTION OF  
CHAIRPERSON:**

**2. Selection of Chairperson**

Reeve Neufeld asked Harvey Prockiw, CAO to Chair the meeting.

**ADOPTION OF  
AGENDA**

**3. Adoption of Agenda**

The following additions were made to the agenda:

- 10. Highway 58
- 11. Road Bans

**MOTION 01-082**

**MOVED** by Frank Rosenberger

That the agenda be adopted with additions.

**CARRIED**

Harvey Prockiwi provided Council with a M.D. of Mackenzie map, colour coded to indicate road reconstruction, new construction and shoulder pulls.

**CONSTRUCTION  
OF FARM  
ACCESS:**

**4. Construction of Farm Access**

The listing of 2001 proposed projects for field access road construction was discussed.

**RECONSTRUCTION  
OF EXISTING  
ROADS:**

**6. Reconstruction of Existing Roads**

**MOTION 01-083**

**MOVED** by Councillor Newman

That one-third of Township Road 1094 along the north boundary of NE 20-109-19-W5M be constructed to M.D. of Mackenzie standards as the road was initially built under municipal authority.

**CARRIED**

**CONSTRUCTION OF  
NEW ROADS:**

**6. Construction of New Roads**

Councillor Thiessen arrived at 11:00 a.m.

Councillor Newman requested that standards be established for road upgrades to residences.

The Chairperson called a recess at 11:30 a.m.

The meeting was reconvened at 11:35 a.m.

**MOTION 01-084**

**MOVED** by Councillor Newman

That the road request on Range Road 185 be denied, as it does not meet comply with the policy PW002-95 requiring a minimum of 80 acres cleared and the land is not serviced by any utilities.

**CARRIED**

Harvey Prockiw suggested that the Director of Operational Services look into the cost of upgrading the road so that the Fort Vermilion Board of Trade can consider the construction of a camp ground at the confluence of the Wabasca and Peace rivers.

The Chairman called a recess at 12:10 p.m.

The meeting was reconvened at 1:00 p.m.

**MOTION 01-085**

**MOVED** by Councillor Driedger

That the M.D. of Mackenzie construct one-half mile of road west along the south boundary of SE 14-102-18-W5M, being Township Road 1022 from Range Road 181.

**MOTION 01-086**

**MOVED** by Councillor Rosenberger

That motion 01-085 be tabled.

**DEFEATED**

**MOTION 01-085**

**MOVED** by Councillor Driedger

That the M.D. of Mackenzie construct one-half mile of road west along the south boundary of SE 14-102-18-W5M, being Township Road 1022 from Range Road 181.

**CARRIED**

**SHOULDER  
PULLS:**

**7. Shoulder Pulls**

The Director of Operational Services will check what the difference in cost is between a 3:1 and 4:1 slope on rural roads.

**MOTION 01-087**

**MOVED** by Councillor Newman

That the \$385,000 surplus from road construction and road reconstruction be placed into the Shoulder Pulls budget.

**CARRIED**

**MOTION 01-088**

**MOVED** by Councillor Newman

That \$825,000 be spent on shoulder pulls and that roads that were recently regravelled be deleted from the list for the year 2001.

**CARRIED**

**HIGHWAY 88  
CONNECTOR:**

**8. Highway 88 Connector**

**MOTION 01-089**

**MOVED** by Councillor Wieler

That Administration be authorized to prioritize the 11 kilometers of road reconstruction on the Highway 88 Connector.

**CARRIED**

**REGRAVELLING  
PROGRAM:**

**9. Regravelling Program**

There was some discussion regarding how often re-gravelling is required on roads.

**HIGHWAY 58  
EAST**

**10. Highway 58 East**

Harvey Prockiwi informed Council that Gary Friedel, MLA, has requested that the meeting between Gary Friedel, MLA, the Minister of Transportation and other concerned parties regarding Highway 58 east and its extension through Wood Buffalo Park to Fort Smith, NWT, be placed on hold until after the provincial election.

Ivan Perich advised that he has received a copy of a report that was adopted between the Western Premiers showing Highway 58 East extended through Wood Buffalo Park to Fort Smith.

**ROAD BANS:**

**11. Road Bans**

Council discussed the merits of issuing road bans for the entire M.D. since there are many different climate zones within the municipality. Administration will draft a policy regarding Road Bans for Council's consideration at the first meeting in March.

M.D. Administration and Alberta Infrastructure are negotiating funding for the widening of Highway 697 at the Blumenort corner.

**ADJOURN  
MEETING**

**14. Adjourn Meeting**

**MOTION 01-090**

**MOVED** by Councillor Sarapuk

That the meeting be adjourned at 2:45 p.m.

**CARRIED**

These minutes were adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Bill Neufeld, Reeve

\_\_\_\_\_  
Harvey Prockiw, CAO

## Projects Approved by Council on February 16, 2001 for Construction in 2001

Proposed Priority	Project Description	From	To	Length	Miles	Approved Funding, \$	Running Total, \$	Comments	
<b>Requested Reconstruction (Orange Dots) (Allocations: Local Road reconstruction: 6 miles/yr @ \$65,000/mi = \$390,000)</b>									
<b>(Assumed that average costs will be \$65,000 per mile; clearing, 8 m top, 0.6 m fill, standard culverts)</b>									
1	13 Mile Road ( Rg Rd 175)	Hwy 58	South 1 mile	1 mile - Clay cap & shoulder pull	1.00	\$30,000	\$30,000		
2	La Crete 94 Ave East Extension	Main Street	SH 697	1 mile	1.00	\$80,000	\$80,000		
3	Twp Rd 1094 (Kenton Kamieniecki)	Rg Rd 194	1/2 mile west	1/2 mile	0.50	\$25,000	\$25,000	Subdivision currently being requested by landowne	
4	Lambert Point Road 'S' curves (P. Mroczkowski)	500m East of F.V. Airport	end of curves	1/2 mile	0.50	\$35,000	\$35,000		
7	Filter Pit Road (W Bdy 4-110-15-W5M)	Hwy 58	Filter Pit	1 mile	1.00	\$45,000	\$45,000		
					<b>Totals</b>	<b>4.00</b>	<b>\$215,000</b>	<b>\$215,000</b>	
<b>Requested New Construction (Purple Dots) (Allocation: 4 miles/yr @ \$90,000/mi = \$360,000)</b>									
<b>(Assumed that average costs are \$90,000 / mile; Clearing where needed, Strip top soil from shoulder &amp; ditches, revise ditch grades if needed, replace topsoil, seed and then gravel road top. Do just before regravelling is needed if possible)</b>									
1	Buffalo Head School Access Road	B H School	Twp Rd 1044	1100m	0.69	\$65,000	\$65,000	look at using graders to remove topsoil and place fill	
2	Twp Rd 1082 (William Bundy)	Prairie Point Road	S of SE 16-108-14-5	650m	0.41	\$40,000	\$40,000	Field access (clearing is also required) to corner of quarter only, do not do creek crossing	
3	Twp Rd 1022 (Ronny Friesen)	Rg Rd 181	1/2 mile west	1/2 mile	0.50	\$45,000	\$45,000	Clear, Grade and gravel to residence, No development permit has been issued as of yet. Put on hold until more information can be presented to Council (ie taxes or development permit)	
					<b>Totals</b>	<b>1.59</b>	<b>\$150,000</b>	<b>\$150,000</b>	
<b>Proposed Shoulder Pulls (Blue Dots) (Allocation: 20 miles/yr @ \$22,000 year = \$440,000 + \$385,000 (from unexpended funds in Road Construction and Road Reconstruction) = \$825,000)</b>									
<b>(Do just before regravelling is needed; strip sideslopes, and ditches if needed, move dirt to make road top narrower, revise ditches if needed, replace topsoil, seed and regrav)</b>									
<b>Council's direction was to refrain from doing a shoulder pull if a road had</b>									
1	Twp Rd 1104 (Heliport Rd)	NW 21-110-19-W5M	NE 24-110-19-W5M	4 miles	4.00	\$88,000	\$88,000		
2	Twp Rd 1092 (Edward Lizotte Rd)	NW 17-109-13-W5M	NE 14-109-13-W5M	4 miles	4.00	\$88,000	\$176,000		
3	Twp Rd 1050 (27th Baseline Road)	SH 697	Rg Rd 145	2 miles	2.00	\$44,000	\$220,000		
4	Twp Rd 1090 (Rocky Lane River Road)	Rg Rd 163	Rg Rd 170	3 Miles	3.00	\$66,000	\$286,000		
6	Twp Rd 1050 (27th Baseline Road)	Rg Rd 143	Rg Rd 142	1 mile	1.00	\$22,000	\$22,000		
7	Rg Rd 190	Twp Rd 1102	Twp Rd 1104	2 miles	2.00	\$44,000	\$66,000		
8	Twp Rd 1042(J.T. Wiebe Road by Joe Peters)	Rg Rd 151	Rg Rd 153	2 miles	2.00	\$44,000	\$110,000		
9	Twp Rd 1102	Rg Rd 183	Rg Rd 185	2 miles	2.00	\$44,000	\$154,000		
10	Twp Rd 1060 (Airport Road)	SH 697	Rg Rd 144	3 Miles	3.00	\$66,000	\$220,000		
11	Wolf Lake Road (George Braun)	Rg Rd 153 (River Road)	Rg Rd 134	11 miles; 5 miles + 6 miles	11.00	\$170,000	\$390,000		
12	Twp Rd 1072 (Spruce Road)	SH 697	Rg Rd 133	4 miles	4.00	\$88,000	\$478,000		
13	Rg Rd 142	1/2 mile N of Twp Rd 1044	Twp Rd 1050 (27th Baseline Road)	1.5 miles	1.50	\$33,000	\$511,000		
14	Rg Rd 150	Twp Rd 1044 (Savage Prairie)	Twp Rd 1050 (27th Baseline Road)	2 miles	2.00	\$44,000	\$555,000		
15	Twp Rd 1052A (West La Crete Road)	Rg Rd 154 (Sandhills Road)	Rg Rd 161	3 miles	3.00	\$66,000	\$621,000		
16	Twp Rd 1064 (Peter J Friesen Road)	Rg Rd 150	Rg Rd 40	6 miles	6.00	\$110,000	\$731,000		
17	Twp Rd 1091A	Rg Rd 130A	Rg Rd 132	1.75 miles	1.75	\$39,000	\$770,000		
18	West La Crete Road	1/2 mile N of Twp Rd 1051	SH 697 (Twp Rd 1042)	6 miles	6.00	\$88,000	\$858,000	Projects 18 to 27 will only be worked on if one of the projects between 1 and 17 is not done because it was recently gravelled.	
19	Twp Rd 1081 (Fox Lake Road)	Rg Rd 113	Rg Rd 122	5 Miles	5.00	\$110,000	\$968,000		
20	Rg Rd 154 (Sandhills Road)	94th Ave La Crete	Twp Rd 1055 (Old Sandhills Road)	2 miles	2.00	\$44,000	\$1,012,000		
21	Rg Rd 170	Twp Rd 1081	Twp Rd 1090	5 Miles	5.00	\$110,000	\$1,122,000		
22	Rg Rd 140	Twp Rd 1074	Twp Rd 1080	2 miles	2.00	\$44,000	\$1,166,000		
23	Rg Rd 153 (River Road)	North boundary La Crete	Twp Rd 1064 (Peter J Road)	2 miles	2.00	\$44,000	\$1,210,000		
24	Twp Rd 1085 (Martine Road)	Rg Rd 121	Rg Rd 122	1 mile	1.00	\$22,000	\$1,232,000		
25	Twp Rd 1090 (S 5-109-13-5)	Hwy 88	Rg Rd 134	1/4 mile	0.25	\$7,000	\$1,239,000		
26	Rg Rd 142A (Thru 22,15-109-14-5)	Twp Rd 1092	Twp Rd 1094	2 miles	2.00	\$22,000	\$1,261,000		
27	Twp Rd 1090 (S 1-109-13-5)	Rg Rd 130	Rg Rd 131	1 mile	1.00	\$22,000	\$1,283,000		
					<b>Totals</b>	<b>78.50</b>	<b>\$1,569,000.00</b>		

9

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# M.D. of Mackenzie No. 23



## Request For Decision

Meeting:	<b>Regular Council</b>
Meeting Date:	March 6, 2001
Originated By:	Eva Schmidt, Executive Assistant
Title:	<b>Minutes of the February 20, 2001 Committee of the Whole Meeting</b>
Agenda Item No:	36)

### BACKGROUND / PROPOSAL:

Not applicable.

### DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

Attached are the minutes of the Tuesday, February 20, 2001 Committee of the Whole meeting.

### COSTS / SOURCE OF FUNDING:

Not applicable.

### RECOMMENDED ACTION (by originator):

That Council adopt the minutes of the February 20, 2001 Committee of the Whole meeting, as presented.

Review: <i>ES</i>	Dept.	C.A.O. 
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**MUNICIPAL DISTRICT OF MACKENZIE NO. 23  
COMMITTEE OF THE WHOLE**

**Seminar Room, Fort Vermilion School Division Central Office  
Fort Vermilion, Alberta**

**Tuesday, February 20, 2001**

**PRESENT:**

Bill Neufeld	Reeve
Frank Rosenberger	Deputy Reeve
John W. Driedger	Councillor (arrived at 4:09 p.m.)
Pat Kulscar	Councillor
Greg Newman	Councillor
Joe Peters	Councillor
Wayne Thiessen	Councillor
Willie Wieler	Councillor

**ABSENT:**

Betty Bateman	Councillor
Walter Sarapuk	Councillor

**ALSO PRESENT:**

Harvey Prockiw	Chief Administrative Officer
Eva Schmidt	Executive Assistant
Bill Landiuk	Director of Corporate Services
Ivan Perich	Director of Operational Services
Paul Driedger	Director of Planning & Emergency Services
Sheldon Robb	Chief Constable, Mackenzie Regional Patrol

Minutes of the Committee of the Whole meeting for the Municipal District of Mackenzie No. 23, held on Tuesday, February 20, 2001, in the Seminar Room of the Fort Vermilion School Division Central Office, Fort Vermilion, Alberta.

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

Reeve Neufeld called the Committee of the Whole meeting to order at 4:02 p.m.

**ADOPTION OF  
AGENDA:**

**2. a) Adoption of Agenda**

The following items were added to the agenda:

- 8a) Fish and Wildlife Committee
- 10b) Subdivision Application 01MK003

**MOTION 01-091**

**MOVED** by Councillor Rosenberger

That the agenda be adopted with additions.

**CARRIED**

**DELEGATIONS:**

**3. a) Regional Economic Development Initiative**

Reeve Neufeld welcomed the delegation representing the Regional Economic Development Initiative, Dave Martens from the La Crete and Area Chamber of Commerce and Mike Osborne from the Mackenzie Economic Development Corporation (MEDC), to the meeting at 4:03 p.m.

Mike Osborne extended regrets for Clark McAskile and Maarten Braat who were both unable to attend. Dave Martens circulated the Terms of Reference for the Regional Economic Development Initiative (REDI) and Mike Osborne reviewed the highlights.

Councillor Driedger entered the meeting at 4:09 p.m.

Reeve Neufeld asked if a cap on membership fees has been considered. Mr. Osborne answered no but that it is a good idea. Mr. Osborne stated that REDI has a better economic function than MEDC does. Council and administration expressed concern that there is duplication in the different organizations such as Regional Economic Development Initiative, Mackenzie Economic Development Corporation, Peace Region Economic Development Association and Northern Alberta Development Corporation. The REDI fee structure was discussed. Mr. Osborne confirmed that no budget has been established at this time. Membership fees are being waived for this year.

Mr. Osborne asked for Council to consider appointing a Council member to REDI.

Reeve Neufeld thanked the delegation who then left the Council table at 4:26 p.m.

3. b) GPEC Engineering

Reeve Neufeld welcomed Blake Gemmill and Garry Stone, the delegation from GPEC Consulting Ltd., to the meeting at 4:27 p.m.

Blake Gemmill presented the GPEC Consulting Ltd. proposal for the provision of engineering services to the M.D. of Mackenzie. GPEC has an office in Peace River as well as other parts of the province.

Council asked if GPEC has the expertise to construct all projects that will be required, including bridges. Mr. Gemmill stated that GPEC would use other firms for such projects as bridges however there would be no mark up on work done by other firms.

Reeve Neufeld thanked the delegation who then left the Council table at 4:46 p.m.

Reeve Neufeld recessed the meeting at 4:46 p.m.

Reeve Neufeld reconvened the meeting at 4:56 p.m.

Reeve Neufeld turned the Chair over to Councillor Kulscar.

ADMINISTRATIVE.

COUNCIL.

PERSONNEL:

(Councillor Kulscar)

4. a) Director of Corporate Services Report

The Director of Corporate Services report was presented by Bill Landiuk.

4. b) **Natural Gas Rebate**

The provincial government is providing a natural gas rebate program to businesses, municipal buildings, schools, hospitals, non-profit agencies, and community facilities. The rebate will be \$6 per gigajoule, up to a maximum of \$30,000 per month from January 1 to April 30, 2001.

4. c) **Co-operation Among all Alberta Communities**

Council discussed the letter from the Town of Peace River regarding the need for cooperation between urban and rural municipalities.

4. d) **Alberta Chamber of Commerce**

Documentation from the Alberta Chamber of Commerce regarding the tenth annual Alberta business Awards of Distinction, was discussed.

4. e) **Education Property Tax**

Gary Friedel, MLA, had responded regarding to the Reeve's letter on education property tax.

4. f) **Northwest Alberta Resource Society**

Northwest Alberta Resource Society sent a letter thanking the MD for the \$7,000 grant.

4. g) **Policy ADM 031 – PC Purchase for Council Members**

Bill Landiuk addressed Policy ADM031, Personal Computers Purchase for Council Members. Policy ADM031 was referred to the regular Council meeting agenda for decision.

Councillor Kulscar turned the Chair back to Reeve Neufeld.

Reeve Neufeld retained the Chair in the absence of Councillor Bateman.

**PROTECTIVE SERVICES:**

5. a) **Mackenzie Regional Patrol Report**

The Mackenzie Regional Patrol report was presented by Sheldon Robb.

Reeve Neufeld turned the Chair over to Councillor Newman.

**TRANSPORTATION SERVICES:**  
(Councillor Newman)

6. a) **Traffic Lights at 100 St. and 99 Avenue in La Crete**

The installation of traffic lights at 100 Street and 99 Avenue in La Crete was discussed and referred to the regular Council meeting for decision.

6. b) **Purchase of One Ton Flat Deck 4x4 Replacement Unit**

The purchasing of a one ton flat deck 4x4 replacement unit was discussed and referred to the regular Council meeting for decision.

6. c) **Fish and Wildlife Committee**

Councillor Newman distributed a proposal from the Fish and Wildlife Committee to have a councillor and two public members from each town as well as a councillor and four public members from the M.D., sit on the committee. This item was moved to the regular Council meeting.

Councillor Newman turned the Chair back to Reeve Neufeld.

**UTILITY SERVICES:**  
(Councillor Rosenberger)

7. a)

There were no items under this heading.

**RECREATION AND**

**TOURISM:**

(Councillor Sarapuk)

8. a)

There were no items under this heading.

**COMMUNITY**

**SUPPORT**

**SERVICES:**

(Councillor Sarapuk)

9. a)

There were no items under this heading.

Reeve Neufeld turned the Chair over to Councillor Wieler.

**PLANNING AND**

**DEVELOPMENT:**

(Councillor Wieler)

10. a) **Subdivisions, What Size is it?**

Council discussed the merits of allowing various size subdivisions within the M.D. Motion 00-406, passed on August 1, 2000, "that the subdivision sizes be left as they currently are in the Land Use Bylaw" was discussed but no changes were made.

10. b) **Subdivision Application 01MK003**

Paul Driedger reviewed conditions placed on subdivision applications in general as well as the conditions placed on subdivision application 01MK003. Administration was advised to bring this item back to the next Council meeting.

Councillor Wieler turned the Chair back to Reeve Neufeld.

Reeve Neufeld turned the Chair over to Councillor Thiessen.

**AGRICULTURAL**

**SERVICES:**

(Councillor Thiessen)

11. a) **Report from Agricultural Fieldman**

The report from the Agricultural Fieldman was discussed.

11. b) Alberta Municipal Affairs/Alberta Agriculture

Council discussed the Alberta Municipal Affairs/Alberta Agriculture workshop, but no action was taken.

ADJOURNMENT: 12. a) Adjourn Committee of the Whole Meeting

**MOTION 01-092** **MOVED** by Councillor Peters

That the Committee of the Whole meeting adjourn at 6:19 p.m.

**CARRIED**

These minutes were adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Bill Neufeld, Reeve

\_\_\_\_\_  
Eva Schmidt, Executive Assistant



# M.D. of Mackenzie No. 23



## Request For Decision

Meeting:	<b>Regular Council</b>
Meeting Date:	March 6, 2001
Originated By:	Eva Schmidt, Executive Assistant
Title:	<b>Minutes of the February 20, 2001 Regular Council Meeting</b>
Agenda Item No:	3c)

### BACKGROUND / PROPOSAL:

Not applicable.

### DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

Attached are the minutes of the Tuesday, February 20, 2001 regular Council meeting.

### COSTS / SOURCE OF FUNDING:

Not applicable.

### RECOMMENDED ACTION (by originator):

That the minutes of the February 20, 2001 regular Council meeting be adopted as presented.

Review: *ES*

Dept.

C.A.O.



**MUNICIPAL DISTRICT OF MACKENZIE NO. 23  
COUNCIL MEETING**

**Tuesday, February 20, 2001**

**Fort Vermilion School Division  
Fort Vermilion, Alberta**

**PRESENT:**

Bill Neufeld	Reeve
Frank Rosenberger	Deputy Reeve
John W. Driedger	Councillor
Pat Kulscar	Councillor
Greg Newman	Councillor
Joe Peters	Councillor
Wayne Thiessen	Councillor
Willie Wieler	Councillor

**ABSENT:**

Betty Bateman	Councillor
Walter Sarapuk	Councillor

**ALSO PRESENT:**

Harvey Prockiw	Chief Administrative Officer
Eva Schmidt	Executive Assistant
Paul Driedger	Director of Planning and Emergency Services
Bill Landiuk	Director of Corporate Services
Ivan Perich	Director of Operational Services
Marco Braat	Superintendent of Utilities

Minutes of the regular Council meeting for the Municipal District of Mackenzie No. 23, held on Tuesday, February 20, 2001, in the Seminar Room of the Fort Vermilion School Division Central Office, Fort Vermilion, Alberta.

**CALL TO ORDER:**

1. a) Call to Order

Reeve Neufeld called the meeting to order at 7:09 p.m.

**AGENDA:**

2. a) Items to Add or Delete from the Agenda

The following items were added to the agenda:

- 11c) Regional Economic Development Initiative Appointment
- 11d) Policy ADM031 – Personal Computers for Council Members
- 11e) Fish and Wildlife Committee
- 12c) Traffic Lights at 100 St. and 99 Ave. in La Crete
- 12d) Purchase of One Ton Flat Deck 4x4 Replacement Unit
- 11f) Mackenzie Forest Education Society

The following items were deleted from the agenda:

- 12a) Resource Road/New Industry Program

2. b) Adoption of Agenda

**MOTION 01-093**

**MOVED** by Councillor Wieler

That the agenda be adopted as amended.

**CARRIED**

**ADOPTION OF  
THE PREVIOUS  
MINUTES:**

3. a) Minutes of the February 6, 2001  
Committee of the Whole Meeting

**MOTION 01-094**

**MOVED** by Councillor Wieler

That the minutes of the February 6, 2001 Committee of the Whole meeting be adopted as amended by adding "and the land exchange" to the end of the first paragraph in section 3d).

**CARRIED**

3. b) **Minutes of the February 6, 2001  
Regular Council Meeting**

**MOTION 01-095**

**MOVED** by Councillor Kulscar

That the minutes of the February 6, 2001 Regular Council meeting be adopted as presented.

**CARRIED**

**BUSINESS ARISING  
OUT OF THE  
MINUTES**

4. a)

There were no items under this heading.

**PUBLIC  
HEARINGS:**

5. a)

There were no public hearings.

**COUNCIL  
COMMITTEE AND  
CAO REPORTS:**

6. a) **Council Committee Reports**

Councillors reported on Committees as follows:

Councillor Thiessen reported no meetings.

Councillor Kulscar reported on the Mackenzie Economic Development Corporation's planning session stating that MEDC will continue working the same as in the past. Councillor Kulscar also reported on the Growing Rural Tourism Conference stating that the north has a lot of potential; we need to attract tourists by making our communities attractive and we need to know who we want to attract.

Councillor Wieler reported on the La Crete Recreation Society where there was more discussion on grants, they want to add to the arena dressing rooms. Councillor Wieler also attended the La Crete Recreation Society's Annual meeting, which was not well attended.

Councillor Newman reported on the Fort Vermilion Recreation Board regular meeting and annual meeting, which was not well attended.

The Board wants to do their own S.T.E.P. program and are happy with the matching grants offered by the M.D.

Councillor Peters reported no meetings.

Councillor Driedger reported no meetings.

Councillor Rosenberger reported on the Growing Rural Tourism Conference, stating that we have to know what we want, work with stakeholders, businesses and industry, advertise and focus on the big picture.

Reeve Neufeld reported no meetings.

**MOTION 01-096**

**MOVED** by Councillor Thiessen

That the Council Committee reports be accepted as presented.

**CARRIED**

**6. b) CAO Report**

Harvey Prockiw gave an oral report, stating that the M.D. cannot share employees through the S.T.E.P. program as previously thought.

**MOTION 01-097**

**MOVED** by Councillor Driedger

That the Chief Administrative Officer's report be accepted as presented.

**CARRIED**

**PLANNING AND  
EMERGENCY  
SERVICES:**

**7. a) Bylaw 238/00 – Land Use Bylaw Amendment  
Agricultural District 1 to Highway  
Development District**

**MOTION 01-098  
Bylaw 238/00  
First Reading**

**MOVED** by Councillor Wieler

That first reading be given to Bylaw 238/00 being a Land Use Bylaw amendment to rezone NW 19-110-19-W5M from Agricultural District 1 to Highway Development District.

**CARRIED**

7. b) **Fire Chief Expenditure Amount  
Policy FIN012 - Amendment**

**MOTION 01-099**

**MOVED** by Councillor Wieler

That Policy FIN012 be amended as attached (Schedule A).

**CARRIED**

**PROTECTIVE  
SERVICES:**

8. a)

There were no items under this heading.

**UTILITY  
SERVICES:**

9. a) **Request from Vangard Realty**

**MOTION 01-100**

**MOVED** by Councillor Wieler

That Administration continue to pursue grant funding to reduce the cost to the developer for the sewer main line services.

**CARRIED**

**AGRICULTURAL  
SERVICES:**

10. a)

There were no items under this heading.

**CORPORATE  
SERVICES:**

11. a) **Assessment Review Board**

**MOTION 01-101**

**MOVED** by Councillor Newman

That Wally Schroeder be appointed as a member and Pat Heglund as an alternate member of the Assessment Review Board.

**CARRIED**

11. b) AAMD&C Spring Convention

**MOTION 01-102** **MOVED** by Councillor Kulscar

That all Councillors be authorized to attend the AAMD&C Spring Convention in Edmonton.

**CARRIED UNANIMOUS**

11. c) REDI Appointment

**MOTION 01-103** **MOVED** by Councillor Peters

That Councillor Rosenberger be appointed as Council representative to the Regional Economic Development Initiative.

**CARRIED**

11. d) Policy ADM031 – Personal Computers for Councillors

**MOTION 01-104** **MOVED** by Councillor Thiessen

That Policy ADM031 – Personal Computers for Councillors, be adopted as attached (Schedule B).

**CARRIED UNANIMOUS**

11. e) Fish and Wildlife Committee

**MOTION 01-105** **MOVED** by Councillor Kulscar

That the M.D. of Mackenzie support the Fish and Wildlife Committee's proposal to have a councillor and two public members from each town as well as a councillor and four public members from the M.D. sit on the committee, and that administration advertise for members at large.

**CARRIED**

11. f) Mackenzie Forest Education Society

Councillor Thiessen and Reeve Neufeld will attend the Mackenzie Forest Education Society lunch on Monday, February 26, 2001.

OPERATIONAL SERVICES:

12. a) Resource Road/New Industry Program (Highway 88 Connector)

This item was deleted.

12. b) Proposal for the Provision of Engineering Services

**MOTION 01-106**

**MOVED** by Councillor Kulscar

That consideration be given to go in camera at 8:18 p.m. to discuss issues under section 23(b) and (c) of the Freedom of Information and Protection of Privacy Act.

**CARRIED**

**MOTION 01-107**

**MOVED** by Councillor Wieler

That Council come out of camera at 8:41 p.m.

**CARRIED**

**MOTION 01-108**

**MOVED** by Councillor Wieler

That GPEC Consulting Ltd. be hired for engineering projects within the Hamlets and EXH Engineering Services Ltd. be hired for engineering projects in the rural areas of the M.D. of Mackenzie; that a three year commitment be entered into with both firms, to be reviewed annually.

**CARRIED**

Reeve Neufeld recessed the meeting at 8:45 p.m.

Reeve Neufeld reconvened the meeting at 8:56 p.m.

12. c) Traffic Lights at 100 St. and 99 Ave. in La Crete

**MOTION 01-109** **MOVED** by Councillor Kulscar

That the traffic light issue at 100 Street and 99 Avenue in La Crete be tabled for further information.

**CARRIED**

12. d) Purchase of One Ton Flat Deck 4x4 Replacement Unit

**MOTION 01-110** **MOVED** by Councillor Wieler

That the 2001 Capital Budget be amended by adding a one ton flat deck 4WD to a maximum of \$37,000 to be funded from the Vehicle Replacement Reserve. (Schedule C)

**CARRIED UNANIMOUS**

**IN CAMERA SESSIONS:**

13. a)

There were no items under this heading.

**ADJOURNMENT:**

14. a) Adjournment

**MOTION 01-111** **MOVED** by Councillor Newman

That the meeting be adjourned at 9:13 p.m.

**CARRIED**

MUNICIPAL DISTRICT OF MACKENZIE NO. 23  
REGULAR MEETING AGENDA  
TUESDAY, FEBRUARY 20, 2001  
PAGE 9

These minutes were adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Bill Neufeld, Reeve

\_\_\_\_\_  
Eva Schmidt, Executive Assistant



Schedule A  
 February 20, 2001  
 Council Meeting

**Municipal District of Mackenzie No. 23 Motion 01-099**

<b>Title</b>	<b>Purchasing Authority Directive</b>	<b>Policy No:</b>	<b>FIN012</b>
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<b>Legislation Reference</b>	<b>Municipal Government Act, Section 209 and 248 (1)</b>
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**Purpose**

To provide MD employees with a clear understanding of purchasing authority, what that purchasing authority is and the process in which the MD is committed to an expense, and approval for payment of such expense.

**Policy Statement and Guidelines**

The following is a list of positions authorized to commit expenditures on behalf of the MD of Mackenzie with the maximum amounts those positions are authorized to commit.

Chief Administrative Officer	- As approved by budget
Director of Corporate Services	- \$ 20,000.00 (in the absence of the CAO as approved by budget)
Executive Assistant	- \$ 1,000.00
Director of Planning and Emergency Services	- \$ 10,000.00
Director of Operational Services	- \$ 10,000.00
Superintendent of Utilities	- \$ 10,000.00
Shop Foreman	- \$ 5,000.00
Agricultural Fieldman	- \$ 5,000.00
Public Works Administrative Officer	- \$ 5,000.00
Leadhand North	- \$ 5,000.00
Leadhand South	- \$ 5,000.00
Senior Utilities Officers	- \$ 2,500.00
District Fire Chiefs	- \$ 5,000.00

Where expenditures are "Non Controllable" the Director of Corporate Services shall review and approve such expenditures for payment. Should a Director request that "Non Controllable" expenditures are required and approved by him/her prior to payment, that Director shall advise the Director of Corporate Services in writing of such request identifying what "Non Controllable" expenditures he/she wishes to review. The Director of Corporate Services shall not approve any "Non Controllable" expenditures forwarded by the Directors without the approval for payment by the respective Directors.

For the purpose of this directive, "Non Controllable" expenditures shall include items such as utilities, telephone, lease payments, contract payments, payroll, etc. or items as identified by the Chief Administrative Officer.

Notwithstanding the above authorizations, the following regulations shall apply:

1. No expenditure or total of such expenditures shall exceed the approved budget amount of each G/L code line without prior authorization of the Chief Administrative Officer or designate.
2. No purchase or commitment of expenditure on behalf of the MD No. 23 shall be made without issuing a purchase order *prior* to such commitment. Purchase orders shall be issued in accordance with the "Purchasing Procedure" attached as Schedule "A".
3. Where a required purchase exceeds the authority noted above, approval of such purchase shall be obtained from the C.A.O. or designate prior to the commitment of the purchase. Approval is deemed to be given when the C.A.O. initials and dates the purchase order requiring approval.

NOTE: Approval by the CAO or designate must be obtained *prior* to issuing of P.O.

4. It shall be the responsibility of each individual issuing a purchase order to know the approximate amount (at least within 10%) and not to exceed his/her limit or budget.
5. Where a required expenditure exceeds the approved budget of a specific GL code the individual requesting approval must identify available funds for the required expenditure.

**Note: At no time is an expenditure to be coded to another function to which it does not belong.**

6. The CAO or designate reserves the right to remove or amend the purchasing authority for any position of the Municipal District of Mackenzie No. 23.

	Date	Resolution Number
Approved	Oct. 14, 1998	98-312
Amended	Feb. 20, 2001	01-099
Amended		

## SCHEDULE "A"

### PURCHASING PROCEDURE

The following outlines the required procedure to commit the Municipal District of Mackenzie No. 23 to expenditures other than "Non Controllable" expenditures.

1. Finance Department shall issue a block of purchase orders to each of the following departments and record the purchase order numbers as issued:
  - i) Public Works (Roads) Department
  - ii) Planning & Emergency Services Department
  - iii) Utilities Department
  - iv) Finance Department
2. Finance department shall maintain a block of purchase orders for the use of the Chief Administrative Officer, Director of Corporate Services, and Executive Assistant.
3. Each department noted in Item 1 above shall maintain a record of all P.O.'s to ensure each number is accounted for and to identify such commitment as invoiced.
4. All expenditures committed by purchase order shall be approved in accordance to the Purchasing Authority Directive dated February 20, 1998 or as amended from time to time.
5. Copies of all Purchase Orders shall be distributed as follows:
  - White Copy – to supplier, if not required by supplier, to garbage
  - Yellow Copy – to Finance Department
  - Pink Copy – to Finance Department
6. The Yellow copy of all Purchase Orders (issued or void) must be forwarded to the Finance department immediately after being issued or voided. Once a PO book is filled return to Finance Department with PO listing.
7. The Finance Department shall match incoming invoices with the purchase order identified on such invoice and attach the P.O. yellow copy to the invoice.
8. The Finance Department shall identify and record all invoices that requires but does not identify a P.O. number.
9. Finance Department shall forward copies of invoices not identifying a P.O. number to the Director of Corporate Services for further direction.
10. Finance Department shall check all invoices to ensure billed services and/or materials match purchase order.
11. Finance department shall check all purchase orders to ensure authorization of such purchase is in accordance with the Purchasing Authority Directive.

**Schedule "A" cont'd**

12. Finance Department shall maintain a file for each Director which shall contain the following:

- 1) Unsigned Invoices waiting for Director approval;
- 2) Invoices with no corresponding PO numbers.

No invoice that does not match to a purchase order shall be paid without prior approval of the Director of Corporate Services.

13. Finance department shall forward all invoices and matched PO's to the Director of Corporate Services when the aforementioned are not authorized as per the Purchasing Authority Directive.

14. All items mentioned in item 13 shall not be paid without the approval of the Director of Corporate Services.

15. Each Director shall review all invoices received on a timely basis (preferably once per week), initial where indicated and forward to the Finance Department.

**Note: It is the responsibility of the Directors to ensure proper coding of all PO's and verification that all invoices are properly coded. At no time shall original invoices be allowed to leave the Finance Department.**

16. Where a Director is not prepared to approve an invoice, he/she shall return the unapproved invoice to the Finance Department with appropriate direction.

**Note: At no time shall the Director retain the original invoice.**

17. The Finance Department shall process all invoices within a 30-day period unless prior arrangements have been made with the Director of Corporate Services for earlier payment.

Schedule B  
 February 20, 2001  
 Council Meeting  
 01-102

**Municipal District of Mackenzie No. 23**

<b>Title</b>	<b>PC Purchase for Council Members</b>	<b>Policy No:</b>	<b>ADM 031</b>
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<b>Legislation Reference</b>	<b>Municipal Government Act, Section 5</b>
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**Purpose**

To provide each Council member during their term of office the use of a personal computer, printer and software.

**Policy Statement and Guidelines**

1. The MD of Mackenzie wishes to acknowledge that a PC is a "productivity tool" which can be used by the members of Council to carry out their duties in a more efficient and effective manner.
2. This equipment will allow administration to provide information to Council electronically through the use of e-mail.
3. Ratepayers will have another method of contacting a member or members of Council. Conversely, Council will also have another method of contacting the public, administration, committee members or other parties that they may deal with.
4. Each member will be provided with a portable personal computer, printer and software. As part of the process, each member of Council will be set up with internet access and e-mail account and provided with the necessary training to operate their PC and the software. Council will determine the appropriate amount for the computer purchase during the budget deliberations.
5. Council can use the fax phone line that is currently provided to accommodate the PC when they go on-line.
6. In cases where a Council member wishes to provide their own PC and printer, the MD will reimburse that member \$50 per month.
7. Each member will be allowed to purchase their PC at the end of the term at current fair market value.

	<b>Date</b>	<b>Resolution Number</b>
<b>Approved</b>	Feb. 20, 2001	01-104
<b>Amended</b>		
<b>Amended</b>		



**VEHICLE/EQUIPMENT 5 YEAR CAPITAL  
2001 Budget**

<b>Project Description</b>	<b>Total Project</b>	<b>Other Funding</b>	<b>2001</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>
Vehicle	\$ 70,000	\$ -	\$45,000				\$ 25,000
Patrol Vehicle	100,000	0			50,000	50,000	
Grader Replacement Program	900,000	0	300,000	150,000	300,000	150,000	
One Ton Flat Deck 4X4 with plow	55,000	0					55,000
One Ton Flat Deck 4X4	37,000		37,000				
Loader	85,000	0		85,000			
4 Trucks @30,000 ea	665,000	0	120,000	126,000	132,000	140,000	147,000
Pull Type Pad Foot Packer	30,000	0	30,000				
Minor small equipment	120,000	0		30,000	30,000	30,000	30,000
Flail Mower on Boom for 75 hp Tract	12,000	0	12,000				
Trash Pump - La Crete	6,500	0	6,500				
Tractors & Mowers	250,000	0		100,000	50,000		100,000
Hydrovac Unit for Utilities/Roads	80,000	0			80,000		
	<b>\$2,410,500</b>	<b>\$0</b>	<b>\$550,500</b>	<b>\$491,000</b>	<b>\$642,000</b>	<b>\$370,000</b>	<b>\$357,000</b>
Opening Balance Reserve			754,595	689,595	684,095	527,595	643,095
Annual Contribution to Reserve			485,500	485,500	485,500	485,500	485,500
Less Annual Expenditures			550,500	491,000	642,000	370,000	357,000
Closing Balance Reserves			<b>\$689,595</b>	<b>\$684,095</b>	<b>\$527,595</b>	<b>\$643,095</b>	<b>\$771,595</b>

Revised for:  
One ton flat deck 4x4

Schedule C  
February 20, 2001  
Council Meeting  
Motion 01-110

2001 Capital Projects

2001 Capital Projects (Excludes 2000 Carry Forward Projects)

Department	Total Project	Cost to MD	Operation	Grants	Reserves	Other	Details
<b>Administration</b>							
PC's and Peripherals	\$31,000	\$31,000	\$31,000				
Portable PC	30,000	30,000	30,000				
FIS Software/Implementation	110,000	110,000	110,000				
New Server for FIS	25,000	25,000	25,000				
Furniture	4,500	4,500	4,500				
<b>Total</b>	<b>\$200,500</b>	<b>\$200,500</b>	<b>\$200,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Fire Services</b>							
La Crete Fire Rescue Boat	\$18,500	\$18,500	\$18,500				
Hydraulic Combi-Tool - La Crete	13,000	13,000	13,000				
Hazmat Protective Suits	13,000	13,000	13,000				
Breathing Apparatus - La Crete	28,700	18,700	18,700	10,000			
Regional Dispatching Equipment MRES	45,000	45,000	45,000				
Concrete Pad - Firehall	25,000	25,000	25,000				
Annual Reserve Addition	150,000	150,000	150,000				
<b>Total</b>	<b>\$293,200</b>	<b>\$283,200</b>	<b>\$283,200</b>	<b>\$10,000</b>	<b>\$0</b>	<b>\$0</b>	
<b>Ambulance Services</b>							
Ambulance LC	\$110,000	\$110,000			\$110,000		
Communication Equipment	13,500	13,500	0		13,500		
<b>Total</b>	<b>\$123,500</b>	<b>\$123,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$123,500</b>	<b>\$0</b>	<b>\$0</b>
<b>Transportation</b>							
Fort Vermillion Shop	\$150,000	\$150,000	\$150,000				
Fort Vermillion Cold Storage	50,000	50,000	50,000				
La Crete Salt Shed Roof	15,000	15,000	15,000				
GIS hardware/Software	60,000	30,000	30,000	30,000			
Gravel Exploration	50,000	50,000	50,000				
Parks & Playground Benches	10,000	10,000	10,000				
Hotsy Washers (2)	14,000	14,000	14,000				

48

2001 Capital Projects

Department	Total Project	Cost to MD	Operation	Grants	Reserves	Other	Details
<b>Total</b>	<b>\$95,500</b>	<b>\$95,500</b>	<b>\$95,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<i>Sewer Services</i>							
110 Volt Sewer Snake System - Zama	\$5,500	\$5,500	\$5,500				
Miltronics System - Fort Vermilion	7,500	7,500	7,500				
Portable Breathing Apparatus - Zama	7,500	7,500	7,500				
Screenings Collection System - FV	4,500	4,500	4,500				
Piping Changeout - FV Lift Stn	28,000	28,000	28,000				
Zama Lift Station 2001 Addition	50,000	12,500	12,500	37,500			
<b>Total</b>	<b>\$103,000</b>	<b>\$65,500</b>	<b>\$65,500</b>	<b>\$37,500</b>	<b>\$0</b>	<b>\$0</b>	
<i>Garbage Services</i>							
Electrical Power for Buffalo Head Prairie	\$3,500	\$3,500	\$3,500				
Upgrade La Crete Waste Transfer Stn	18,000	18,000	18,000				
<b>Total</b>	<b>\$21,500</b>	<b>\$21,500</b>	<b>\$21,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<i>Agricultural Services</i>							
Flood /Erosion Control Projects	\$100,000	\$100,000	\$100,000				
<b>Total</b>	<b>\$100,000</b>	<b>\$100,000</b>	<b>\$100,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>Grand Total</b>	<b>\$6,607,104</b>	<b>\$5,024,604</b>	<b>\$2,492,304</b>	<b>\$1,582,500</b>	<b>\$2,107,300</b>	<b>\$0</b>	

Revised for:  
 Highway 88 Connector  
 One Ton Flat Deck 4x4



# M.D. of Mackenzie No. 23



## Request For Decision

Meeting:	<b>Regular Council</b>
Meeting Date:	March 6, 2001
Originated By:	Harvey Prockiw, CAO
Title:	<b>Gary Friedel, MLA Peace River Delegation</b>
Agenda Item No:	6a)

### BACKGROUND / PROPOSAL:

At the December 5, 2000 Council meeting, Council requested that Gary Friedel, MLA, be invited to attend a Council meeting.

### DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

Mr. Gary Friedel has accepted our invitation and will be attending the Council meeting on March 6, 2001.

### COSTS / SOURCE OF FUNDING:

Not applicable.

### RECOMMENDED ACTION (by originator):

Review:	Dept.	C.A.O. 
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**Municipal District of Mackenzie No. 23  
Manager's Report  
February 28, 2001**

**Fire and Ambulance service in Zama**

The local community has not responded as expected in provided the fire fighters and EMRs in Zama. Therefore another public meeting, similar to the one held in December, is scheduled to be held on Thursday, March 1, 2001 in Zama. I will update Council on the progress of this at the council meeting. Paul Dreidger and I did spend Wednesday, February 21 in Zama and met with the Fire Department that evening.

**MOU – Province and Tall Cree and Little Red River First Nation**

Ken Boutillier, MOU committee member and an employee of Inter-Governmental and Aboriginal Affairs has left me a message that he is unable to attend the Special Council meeting we had scheduled on March 7. His message did indicate he would be able to come up in the first week of April, in conjunction with a MOU Board meeting. I will update Council on this when I have some possible meeting dates.

**Revenue and Cost Sharing Agreements**

Both of these agreements have been forwarded to the towns for signatures. Rainbow Lake had one minor change and I expect that it will be executed soon, however Mayor Mike Mihaly will be attending the Council meeting to discuss this and the Fire Services agreement previously sent to them for signing.

**Risk Management**

A Risk Management seminar was held on Tuesday, February 28 that was attended by staff, a couple councillors and only the Fort Vermilion Recreation Board. As a result of this session we will be bringing forward some recommended policy changes in the near future.

**Zama Rec Board**

Bill Landiuk and I participated in a Zama Rec Board meeting via conference call and worked on numerous outstanding issues such as the insurance claim for the pool cover that was crushed from the weight of snow.

**AAMD&C Spring Zone Meeting**

I attended the Spring Zone meeting on Friday, February 23 in St. Isadore. While our resolution on First Nation issues was passed, the Lodge Requisition motion was again defeated. Therefore, I have asked that it be withdrawn from the AAMD&C Spring Convention resolution session.

**Ambulance**

**Paul Dreidger and I attended a meeting with NWHSR to discuss details of bidding out a regional RFP for ambulance service. There is an agenda item on this.**

Respectfully Submitted,



Harvey Prockiw, CAO





## M.D. of Mackenzie No. 23

### Request For Decision

Meeting:	<b>Regular Council Meeting</b>
Meeting Date:	March 06, 2001
Originated By:	Paul Driedger Planning and Emergency Services
Title:	<b>Regional Emergency Medical Services (EMS)</b>
Agenda Item No:	8 a)

#### BACKGROUND / PROPOSAL:

Council PASSED a resolution on December 5, 2000 for administration to bring back options for long-term emergency medical services for the community of Zama. Upon reviewing our options and in subsequent discussion with North Western Health Services Region (NWHSR) and North Peace Tribal Council (NPTC) we were informed that there were no formal agreements in place between NWHSR and Aeromedical Emergency Services for the provision of inter-hospital transfers and between NPTC and Aeromedical Emergency Services for the provision of ground ambulance services for the Reserves.

#### DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

A meeting was established between NWHSR, NPTC, Town of High Level, Town of Rainbow Lake, and MD 23 to look at the option of preparing a "Request For Proposal" for the provision of ground ambulance services for the region. It was agreed that a regional proposal could be a benefit to most of the parties involved including the ambulance service provider.

We have requested the services of a consultant to review the EMS

Review:	Dept.	C.A.O. 
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COSTS / SOURCE OF FUNDING:

Our 2001 approved budget is:

*La Crete Ambulance Society (LCAS):*

operating grant	\$128,500
capital grant	\$110,000 (ambulance)
comm. equip/training/M.D./dispatch	\$28,350
facility renovations/utilities	\$11,100
<i>Total expenditure for MD23 to LCAS</i>	<i>\$277,950</i>

*Aeromedical Emergency Services:*

Fort Vermilion

operating grant	\$43,000
facility – charging rent @ \$600/month	

High Level rural

operating grant	\$43,000
-----------------	----------

Zama

operating grant	\$157,700
providing Firehall for parking ambulance	
providing residence for EMT	
providing vehicle & gas for EMT to travel from residence to Firehall	

<i>Total expenditure for MD23 to AES</i>	<i>\$243,700</i>
--	------------------

**MD23 TOTAL EMS EXPENDITURE \$521,650**

We also budgeted for the services of a consultant to review our EMS requirements. The other parties interested in a joint ambulance contract were also in agreement with sharing a consultant to review their requirements.

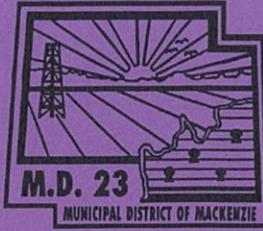
By having a joint ambulance contract there should be a cost saving to NWHSR, NPTC, and MD23 rather than having each organization contract out for services and possibly not having one ambulance service provider for all of it. This would also be a benefit to the ambulance service provider by entering into a formal contract with NWHSR, NPTC, and MD23 for the provision of ambulance services that would be the majority of the EMS in the region.

RECOMMENDED ACTION (by originator):

That Administration be authorized to prepare and negotiate a "Request For Proposal" jointly with North Western Health Services Region and North Peace Tribal Council for the provision of ambulance services.

Review:	Dept.	C.A.O.
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# M.D. of Mackenzie No. 23



## Request For Decision

Meeting:	<b>Regular Council Meeting</b>
Meeting Date:	March 6, 2001
Originated By:	Planning and Emergency Services
Title:	<b>Bylaw 243/01 - Land Use Bylaw Amendment Agricultural District 1 "A-1" to Rural Country Residential District "RC"</b>
Agenda Item No:	8 b)

### BACKGROUND / PROPOSAL:

Robert Van Hook is requesting to re-zone Part of SW 3-110-18-W5 from an Agricultural District 1 "A1" to Country Residential District "RC" to enable the subdivision of a second parcel from the original Quarter section.

### DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

This Quarter of land is located approximately 8.85 km east of the Town of High Level and currently the subject site is being used for residential purposes and approximately 14 acres in size.

### COSTS / SOURCE OF FUNDING

Not applicable

### RECOMMENDED ACTION (by originator):

That Council pass first reading for Bylaw 243/01.

Review: *for Paul Driedger* Dept.

C.A.O. *[Signature]*



LAND USE BYLAW AMENDMENT APPLICATION  
MUNICIPAL DISTRICT OF MACKENZIE NO. 23

APPLICATION NO. 243/01

NAME OF APPLICANT:  
Maltas Associates Surveyors Ltd.  
Box 89  
High Level, AB  
T0H 1Z0  
Phone: 926-4123  
Fax: 926-4550

NAME OF REGISTERED OWNER:  
Robert Van Hook

LEGAL DESCRIPTION OF THE LAND AFFECTED BY THE PROPOSED AMENDMENT:

Portion of SW 1/4 Sec. 3-110-18-5

LAND USE CLASSIFICATION AMENDMENT PROPOSED:

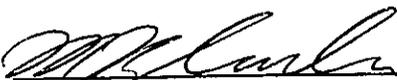
FROM: A1 TO: RC

REASONS SUPPORTING PROPOSED AMENDMENT:

The land that is the subject of this application is covered in large spruce trees. There is an existing subdivision by Descriptive Plan in the south west corner of the quarter section. The existing subdivision by descriptive plan is situated on land that is tree covered, partially flooded, and is unsuitable for farming. The new subdivision is not suitable for agricultural purposes because of the position of the water dugout with respect to the house. The dugout being far removed from the dwelling, clearing of the land and use of agricultural products would likely contaminate the water supply. The land is currently being used as a residential property and the owner has no intention of using it for agricultural purposes. As this area is not easily farmed, due to the trees, the owner wishes to have the parcel to Rural Country Residential. It should be noted that this quarter section is within six (6) miles of the Town of High Level and larger residential properties are in high demand in this area.

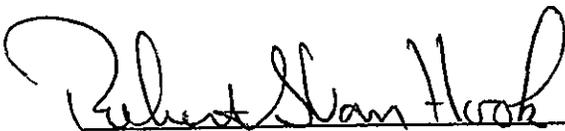
I HAVE ENCLOSED THE REQUIRED APPLICATION FEE OF \$150.00

RECEIPT NO. \_\_\_\_\_

  
\_\_\_\_\_  
APPLICANT

January 20/2001  
\_\_\_\_\_  
DATE

NOTE: REGISTERED OWNER'S SIGNATURE REQUIRED IF DIFFERENT FROM APPLICANT.

  
\_\_\_\_\_  
REGISTERED OWNER

\_\_\_\_\_  
DATE



February 28, 2001  
File: LUB-6D-MD23

Municipal District of Mackenzie No. 23  
Box 1690  
La Crete AB T0H 2H0

**ATTENTION:** Paul Driedger,  
Director of Planning, Development,  
Protective and Community Services

Dear Reeve Neufeld and Council:

**RE: PROPOSED LAND USE BYLAW AMENDMENT - BYLAW NO. 243/01**

---

The purpose of this report is to provide the Municipal District of Mackenzie No. 23 with Planning comments on the proposed amendment to the Municipal District of Mackenzie No. 23 Land Use Bylaw regarding Pt. SW 3-110-18-W5M.

The application is to amend the zoning of the site from Agricultural District 1 "A1" to Rural Country Residential District "RC" in order to enable the subdivision of a second parcel from the Quarter section. The subject site is currently used for residential purposes and is 5.7 hectares (14 acres) in size. The site is located approximately 8.85 km (5.5 miles) east of the Town of High Level and would have access from a road allowance which intersects onto Highway 58 (which forms the southern boundary of the Quarter section).

A previous single parcel subdivision of 10 acres, in the southwest part of the Quarter, was approved in 1992. This represented severance of an existing farmstead, which is allowed in accordance with the General Municipal Plan, if part of a previously unsubdivided quarter section.

## **RECOMMENDATIONS**

1. That the application to rezone the subject parcel located in a Portion of the SW ¼ Sec. 3 -110 -18 - W5M from Agricultural District 1 "A1" to Rural Country Residential District "RC" be **APPROVED** subject to:
  - a. The Municipality receiving confirmation from Alberta Infrastructure that the proposed rezoning application would not present a problem with respect to site access or impact upon Highway 58.

## COMMENTS

Agency Staff comments as follows:

1. According to the Canada Land Inventory (CLI) rating, the subject site (and general area) is predominantly Class 3 Agricultural lands. The specific site classification is 3<sup>8</sup>c 4<sup>2</sup>w, which indicates that the site is about 80% Class 3 lands and 20% Class 4 (as a result of soil wetness). Both CLI Classes 3 and 4 are generally considered as better agricultural lands.

The site is not fragmented by major man-made facilities (roads, railway lines) or by natural features.

2. The MD's General Municipal Plan (GMP) is based largely upon the principle of Supremacy of Agriculture, which places a high priority on the protection of better agricultural lands. Policy 3.1 of the General Municipal Plan provides:

**"Better agricultural land is considered to possess a Canada Land Inventory (CLI) rating of class one (1), two (2), three (3) and four (4), or at the discretion of the municipality, may include other classifications as determined on a site specific basis other than:**

- a. cut-off parcels which have been determined to be of an insufficient size to farm as determined by the Municipal District; or
- b. land which is so badly fragmented by existing use or ownership that the land has a low agricultural productivity or cannot logically be used for agricultural purposes."

The applicant's argument is that the land is not suitable for farming by virtue of the existing residential use, the treed nature of the site and the location/potential contamination of dugout water by future agricultural uses on the site.

Agency Staff agrees that recognition should be made of the existing residential use and that the proposed site constitutes a logical residential unit if the dugout, which is relatively far removed from the residential buildings, is included. The fact that the site is well treed is not a strong argument as thousands of acres of treed land are cleared every year in the Peace Country for farming purposes. The dugout is already part of a site that is currently zoned for agricultural uses and potential contamination could occur regardless whether the subdivision proceeds or not.

The subject site is not currently used for agriculture and to remove existing residential buildings and relocate the dugout, could present some financial hardship to the owner. If this proposed rezoning is approved, approximately 25 acres of land would have been removed from the Quarter section for potential agricultural use, if the previous subdivision in the south of the Quarter is also included. The bulk of the land in the Quarter section would still be reserved for agricultural purposes.

The existing subdivision site in the southwest of the Quarter and the proposed rezoning site are considered unique in that they both were used for residential uses at the time of application and not farming. Approval of these sites for Country Residential uses are, therefore, felt to be justified even though the general area is predominantly Class 3 CLI lands.

In the future, Council may wish to restrict further single parcel country residential subdivisions of the Quarter, unless the entire Quarter section is deemed suitable for country residential development.

3. The proposed rezoning would appear to meet the requirements of the Rural Country Residential District "RC" in that:
  - a. the site is 5.7 hectares (14.08 acres) in size and is, therefore, within the minimum and maximum lot area of 2.02 hectares (5.0 acres) and 8.10 hectares (20 acres), respectively.
  - b. The site is located more than 3.2 kilometres from the boundaries of the Town of High Level.
4. Access to the site would be from the Road Allowance and given the location of the property, should not have any adverse impact upon Highway 58.

However, since this is a second subdivision from the Quarter, and as the site is within 0.8 kilometres (approximately ½ mile) from a Highway, the Alberta Subdivision and Development Regulations require any subdivision application to be referred to Alberta Infrastructure for comments and approval. Although this does not have to occur at the rezoning stage, it would be prudent for the applicant or municipality to confirm with Alberta Infrastructure that there will not be any problem if the rezoning is approved and the application proceeds to the subdivision stage. This should actually serve to facilitate approval of any subdivision application. The applicant should be informed of this as soon as possible.

Given the forgoing comments, Agency staff recommends approval of the subject rezoning application subject to confirmation from Alberta Infrastructure that the proposed development will present no problem with respect to site access or impact upon Highway 58.

Respectfully submitted,

Michael Otis, MES, MCIP, ACP  
Director of Planning,  
MACKENZIE MUNICIPAL SERVICES AGENCY

MO/mc

Attachments



**BYLAW NO. 243/01**

**BEING A BYLAW OF  
THE MUNICIPAL DISTRICT OF MACKENZIE NO. 23  
IN THE PROVINCE OF ALBERTA  
TO AMEND THE EXISTING LAND-USE BYLAW NO.093/97 OF  
THE MUNICIPAL DISTRICT OF MACKENZIE NO. 23**

**WHEREAS**, Council of the Municipal District of Mackenzie No. 23, in the Province of Alberta, has adopted Land-Use Bylaw No. 093/97 of the Municipal District of Mackenzie No. 23,

**WHEREAS**, the Municipal District of Mackenzie No. 23 has a General Municipal Plan adopted in 1995,

**WHEREAS**, Council of the Municipal District of Mackenzie No. 23 has deemed it desirable to amend the said Land-Use Bylaw in order to allow for a single lot Country Residential subdivision, and

**NOW THEREFORE**, THE COUNCIL OF THE MUNICIPAL DISTRICT OF MACKENZIE NO. 23, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, HEREBY ENACTS AS FOLLOWS:

1. That the subject land, known as a Portion of the SW 1/4 Sec. 3-110-18-W5M and situated within the Municipal District of Mackenzie No. 23, be amended from Agricultural District 1 "A1" to Rural Country Residential District "RC" as shown on Schedule "A", and
2. That this bylaw shall come into effect upon the passing of the third and final reading of this resolution.

First reading given on the \_\_\_\_\_ day of \_\_\_\_\_ 2001.

\_\_\_\_\_  
Bill Neufeld, Reeve

\_\_\_\_\_  
Eva Schmidt, Executive Assistant

Second Reading given on the \_\_\_\_\_ day of \_\_\_\_\_ 2001.

\_\_\_\_\_  
Bill Neufeld, Reeve

\_\_\_\_\_  
Eva Schmidt, Executive Assistant

Third Reading and Assent given on the \_\_\_\_\_ day of \_\_\_\_\_, 2001.



\_\_\_\_\_  
Bill Neufeld, Reeve

\_\_\_\_\_  
Eva Schmidt, Executive Assistant



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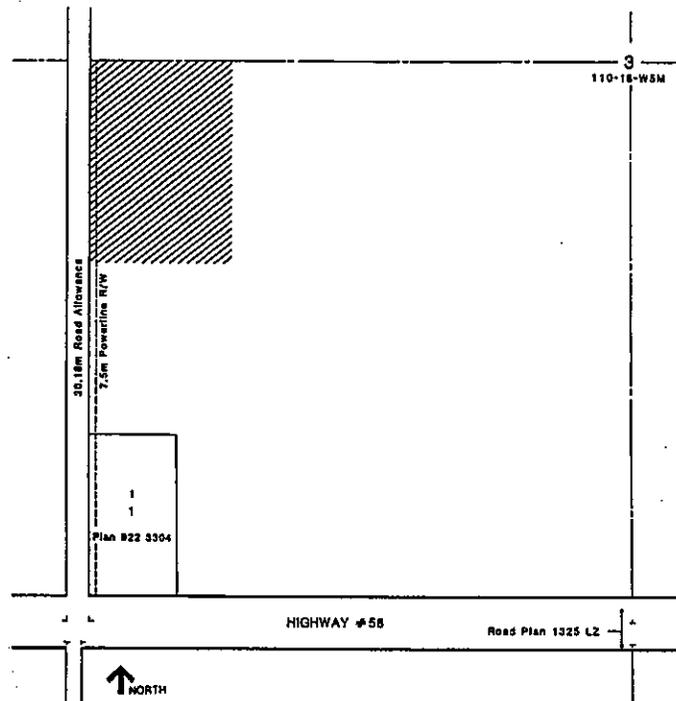
**SCHEDULE "A"**

**Bylaw No. 243/01**

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1. That the following property:

Portion of SW ¼ Sec. 3-110-18-W5M be rezoned from Agricultural District 1 "A1" to Rural Country Residential District "RC", as described below:



FROM: Agricultural District 1 "A1"

TO: Rural Country Residential District "RC"

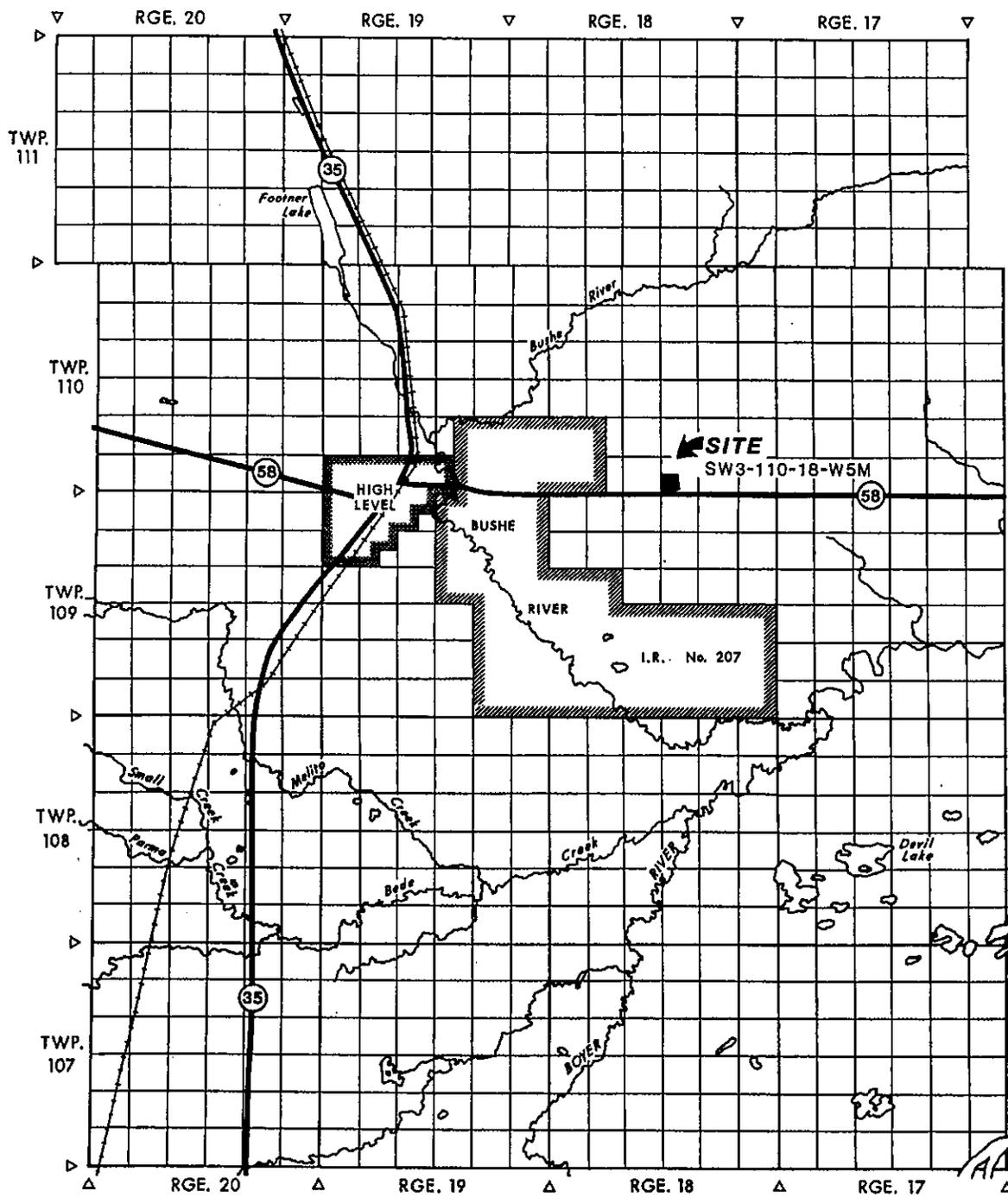
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Bill Neufeld, Reeve

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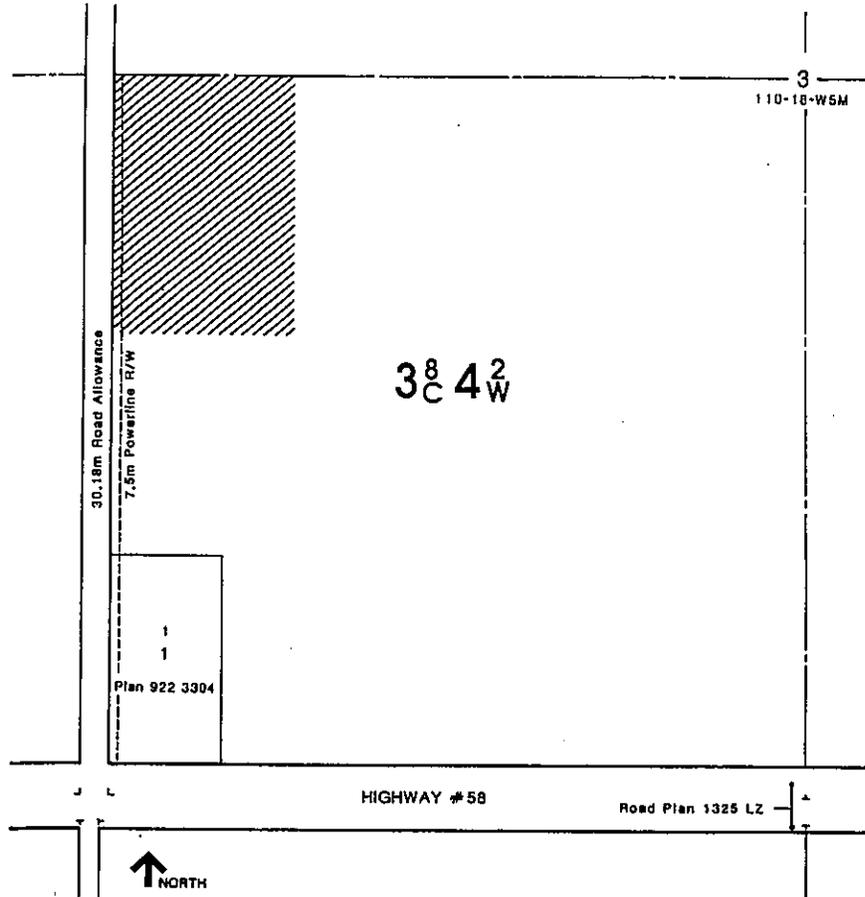
Eva Schmidt, Executive Assistant

EFFECTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001



LOCATION MAP

**Bylaw 243/00**  
**Land Location: SW-3-110-18-W5M**



**CLI – SOIL CAPABILITY FOR AGRICULTURE**

**Soil Class:**

**Sub Classes:**

**3** Soils in this class have moderately severe limitations that restrict the range of crops or require special conservation practices.

**C:** adverse climate – The main limitation is low temperature or low or poor distribution of rainfall during the cropping season, or a combination of these.

**4** Soils in this class have severe limitations that restrict the range of crops or require special conservation practices, or both.

**W:** excess water  
**8:2** proportion of soil makeup

**Source:** CLI Mount Watt Map Sheet, Area 84 K



# M.D. of Mackenzie No. 23



## Request For Decision

Meeting:	<b>Regular Council Meeting</b>
Meeting Date:	March 6, 2001
Originated By:	Planning & Development
Title:	<b>Land Use Bylaw Amendment (Bylaw 244/01) SE &amp; SW 24-104-16-W5M Agricultural District 1 to Rural Country Residential District</b>
Agenda Item No:	8c)

### BACKGROUND / PROPOSAL:

Mr. Dan Harms is requesting a Land Use Bylaw Amendment to accommodate multiple Rural Country Residential Subdivisions. The property is currently Zoned Agricultural District 1.

### DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

The parcel is located 11 miles southwest of the Hamlet of La Crete in the West La Crete area. The applicant has requested to rezone the subject property to allow for the development of multi-country residential acreage's. The applicant would start by developing 4 rural country residential subdivisions, then determine if there is a demand for these types of lots to be developed. The majority of the subject property is covered in brush and slough. There is no access to the noted property.

### COSTS / SOURCE OF FUNDING:

Not applicable

### RECOMMENDED ACTION (by originator):

That Council give First Reading to Bylaw 244/01.

Review: 	Dept. <u>PLANNING</u>	C.A.O. 
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Po Box 1690  
LA CRETE, AB T0H 2H0

Att. Scott Skinner

# LAND USE BYLAW AMENDMENT APPLICATION

APPLICATION NO. 244/01

NAME OF APPLICANT <u>Dan Harms</u>		
ADDRESS		
TOWN		
POSTAL CODE	PHONE (RES.)	BUS.

COMPLETE IF DIFFERENT FROM APPLICANT

NAME OF REGISTER OWNER <u>Peter &amp; Mary Harms</u>		
ADDRESS		
TOWN		
POSTAL CODE	PHONE (RES.)	BUS.

### LEGAL DESCRIPTION OF THE LAND AFFECTED BY THE PROPOSED AMENDMENT

QTR./S. <u>SE/SW</u>	SEC. <u>24</u>	TWP. <u>104</u>	RANGE <u>16</u>	M. <u>5</u>	OR	PLAN	BLK	LOT
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### LAND USE CLASSIFICATION AMENDMENT PROPOSED:

FROM: Agricultural TO: Country residential (multiple residence)

### REASONS SUPPORTING PROPOSED AMENDMENT:

- Future subdivision development

I/WE HAVE ENCLOSED THE REQUIRED APPLICATION FEE OF \$ 150.00 RECEIPT NO. \_\_\_\_\_

Dan Harms  
APPLICANT Jan 22 / 2001  
DATE

NOTE: REGISTERED OWNER'S SIGNATURE REQUIRED IF DIFFERENT FROM APPLICANT.

Peter Harms & Mary Harms  
REGISTERED OWNER Jan 22 - 01  
DATE



**BYLAW NO. 244/00**

**BEING A BYLAW OF  
THE MUNICIPAL DISTRICT OF MACKENZIE NO. 23  
IN THE PROVINCE OF ALBERTA  
TO AMEND THE EXISTING LAND-USE BYLAW NO. 093/97 OF  
THE MUNICIPAL DISTRICT OF MACKENZIE NO. 23**

**WHEREAS**, Council of the Municipal District of Mackenzie No. 23, in the Province of Alberta, has adopted Land-Use Bylaw No. 093/97 of the Municipal District of Mackenzie No. 23,

**WHEREAS**, the Municipal District of Mackenzie No. 23 has the General Municipal Plan adopted in 1995,

**WHEREAS**, Council of the Municipal District of Mackenzie No. 23 has deemed it desirable to amend the said Land-Use Bylaw in order to allow for a proposed development of the subject property for several Rural Country Residential lots, and

**NOW THEREFORE**, THE COUNCIL OF THE MUNICIPAL DISTRICT OF MACKENZIE NO. 23, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, HEREBY ENACTS AS FOLLOWS:

1. That the land-use designation of the subject land, known as Lot SE & SW 24-104-16-W5M and situated within the Municipal District of Mackenzie No. 23, be changed from Agricultural District 1 (A1) to Rural Country Residential District (RC) as shown on Schedule "A", and
2. That this bylaw shall come into effect upon the passing of the third and final reading of this resolution.

First reading given on the \_\_\_\_\_ day of \_\_\_\_\_ 2001.

\_\_\_\_\_  
Bill Neufeld, Reeve

\_\_\_\_\_  
Eva Schmidt, Executive Assistant

Second Reading given on the \_\_\_\_\_ day of \_\_\_\_\_ 2001.

\_\_\_\_\_  
Bill Neufeld, Reeve

\_\_\_\_\_  
Eva Schmidt, Executive Assistant

Third Reading and Assent given on the \_\_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Bill Neufeld, Reeve

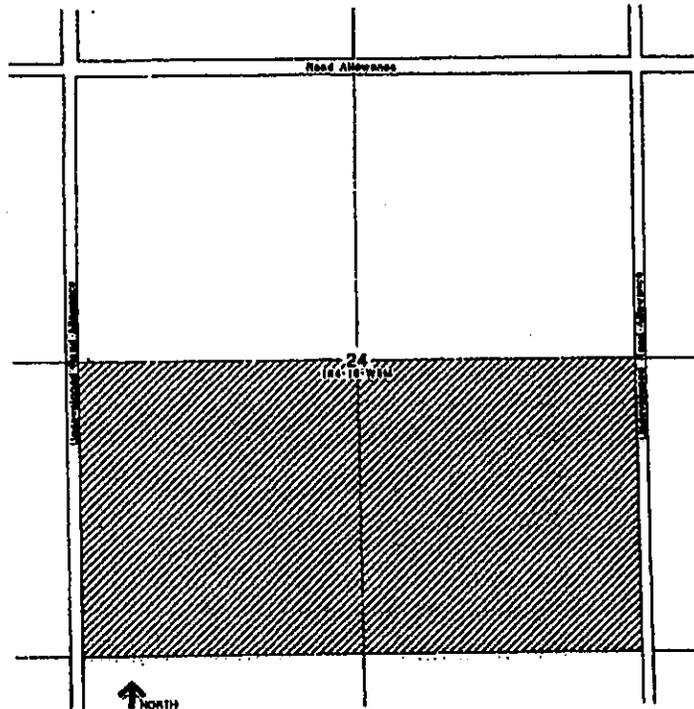
\_\_\_\_\_  
Eva Schmidt, Executive Assistant

**SCHEDULE "A"**

**Bylaw No. 244/01**

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

SE & SW 24-104-16-W5M and situated within the Municipal District of Mackenzie No. 23 be amended from Agricultural District "A-1" to Rural Country Residential District "RC", as shown below:



From: Agricultural District "A-1"

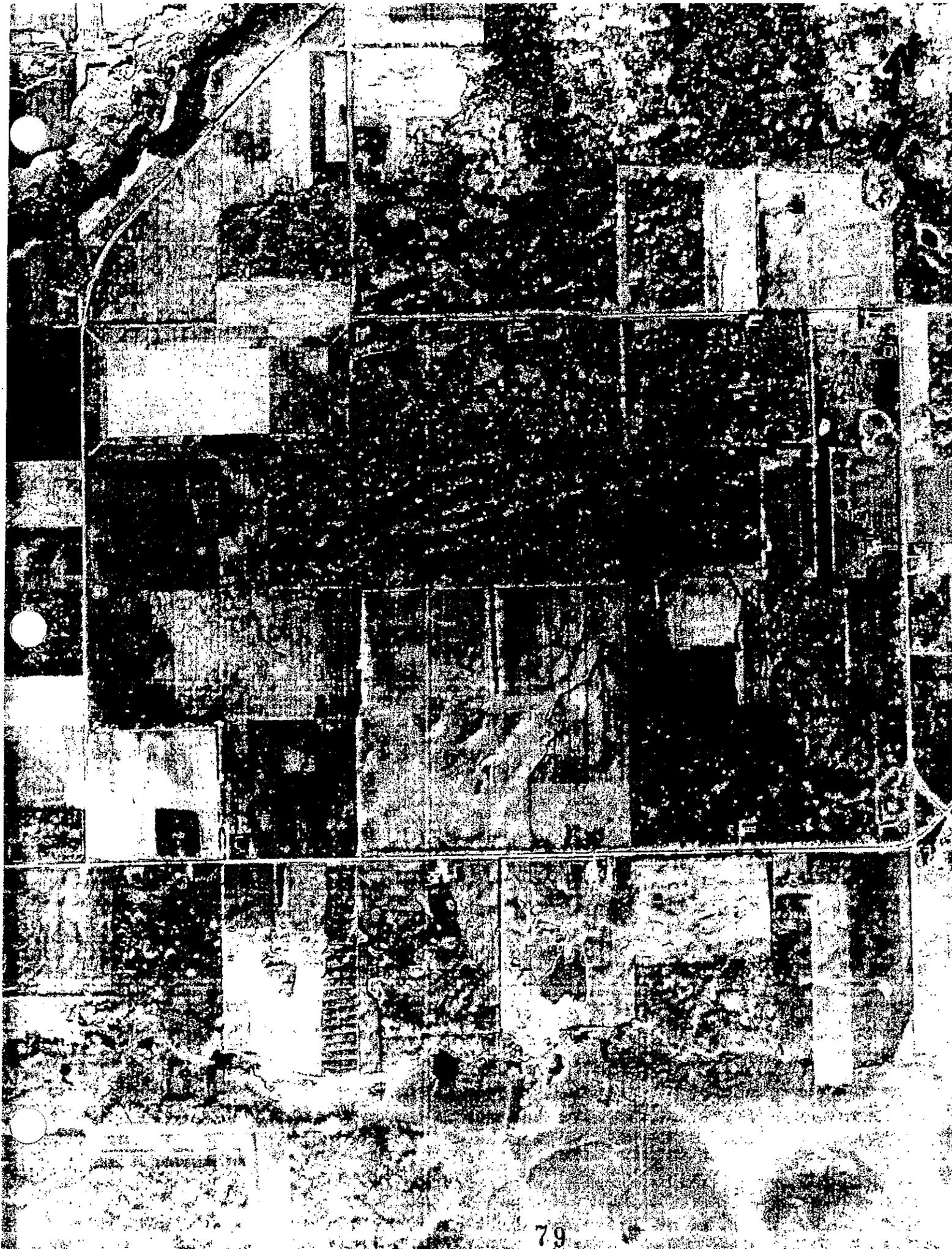
To: Rural Country Residential District "RC"

\_\_\_\_\_  
Bill Neufeld, Reeve

\_\_\_\_\_  
Eva Schmidt, Executive Assistant

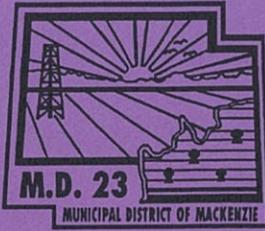
EFFECTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.







# M.D. of Mackenzie No. 23



## Request For Decision

Meeting:	<b>Regular Council</b>
Meeting Date:	March 06, 2001
Originated By:	Kevin Smith
	<b>Assessment, Taxes &amp; Systems Support</b>
Title:	Policy No. FIN017- Reserve Bid + Conditions of Sale
Agenda Item No:	11a)

### BACKGROUND / PROPOSAL:

Each Municipality must offer for sale at a public auction any parcel of land shown on its tax arrears list if the tax arrears are not paid, per sec. 418 of the M.G.A.

Council must set the reserve bid and conditions of sale per sec. 419 of the M.G.A.

### DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

These conditions and reserve bid must be set for each auction. This policy will allow administration to set the reserve bid and conditions per the policy. The setting of the reserve bid and conditions of sale will not have to be brought back to council for every auction.

### COSTS / SOURCE OF FUNDING:

### RECOMMENDED ACTION (by originator):

Council accept the policy as presented.

Review:	<i>BH</i>	Dept.	C.A.O.	<i>[Signature]</i>
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## Municipal District of Mackenzie No. 23

Title	RESERVE BID & CONDITIONS OF SALE	Policy No:	FIN017
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Legislation Reference	Municipal Government Act, Section 419
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### Purpose

To establish a policy for the setting of reserve bids and conditions of sale for parcels of land to be offered for sale at a public auction.

### Policy Statement and Guidelines

For each parcel of land to be offered for sale at a public auction, the reserve bid must be set as close as reasonably possible to the market value of the parcel.

Administration may authorize the assessor appointed by the municipality to assess the parcel at fair market value and adopt that assessment figure as the reserve bid for that parcel.

Administration may authorize an appraiser to appraise the parcel and adopt that appraisal figure as the reserve bid for that parcel.

All non-residential and non-vacant agricultural parcels shall be appraised.

The following conditions shall apply to the sale:

Each Parcel will be offered for sale, subject to a reserve bid and to the reservations and conditions contained in the certificate of title.

Terms: Cash, Certified Cheque or Money Order

Deposit: \$<sup>5</sup>100.00 (non-refundable) at time of the sale

Balance: To be paid to the M.D. within 7 days of the date of the auction.

The Municipal District of Mackenzie No. 23 may become owner of any parcel of land that is not sold at the public auction, immediately after the public auction.

Redemption may be effected by payment of all arrears of taxes and costs at any time prior to the date of sale.

	<b>Date</b>	<b>Resolution Number</b>
<b>Approved</b>		
<b>Amended</b>		
<b>Amended</b>		

# M.D. of Mackenzie No. 23



## Request For Decision

Meeting:	<b>Regular Council</b>
Meeting Date:	March 6, 2001
Originated By:	Harvey Prockiw, Chief Administrative Officer
Title:	<b>Alberta Infrastructure AAMD&amp;C Spring Convention</b>
Agenda Item No:	11b)

### BACKGROUND / PROPOSAL:

Alberta Infrastructure has invited Council to meet with them during the AAMD&C Spring Convention to discuss infrastructure related issues.

### DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

Council list issues to be discussed at the meeting with Alberta Infrastructure.

### COSTS / SOURCE OF FUNDING:

Not applicable.

### RECOMMENDED ACTION (by originator):

That Administration book an appointment for Councillors to meet with Alberta Infrastructure on March \_\_\_\_\_ at the AAMD&C Spring Convention to discuss the following issues: \_\_\_\_\_.

Review:

Dept.

C.A.O.



**PEACE REGION**  
Office of the Regional Director

Room 301, Provincial Building  
Bag 900-29  
Peace River, AB T8S 1T4

Telephone 780/624-6280  
Fax 780/624-2440

File No. 155-AAMDC

February 21, 2001

Mr. Bill Neufeld, Reeve  
Municipal District of Mackenzie No. 23  
Box 640  
Fort Vermilion, Alberta  
T0H 1N0



Dear Reeve Neufeld:

**Re: Upcoming AAMD & C Spring Convention – March 26<sup>th</sup> to 28<sup>th</sup>, 2001**

Preparations are now underway for the Alberta Association of Municipalities and Counties (AAMD & C) Spring Convention in Edmonton.

The Peace Region of Alberta Infrastructure cordially invites you and your municipal representatives to meet with us during the convention and discuss any infrastructure related issues. Please contact Lorraine Williams in Peace River at 624-6522 before March 16, 2001 to book an appointment and to provide us with a list of issues you wish to discuss.

We look forward to meeting with you.

Yours truly,

John Engleder, P.Eng.  
Regional Director

HTW/lw



# M.D. of Mackenzie No. 23



## Request For Decision

Meeting:	<b>Regular Council</b>
Meeting Date:	March 6, 2001
Originated By:	Harvey Prockiw, Chief Administrative Officer
Title:	<b>AUMA 2001 Regional Seminars</b>
Agenda Item No:	11c)

### BACKGROUND / PROPOSAL:

AUMA is conducting regional seminars in Lethbridge, Airdrie, Slave Lake and St. Albert in late March and early April.

### DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

AUMA has invited Council to attend the regional seminars.

### COSTS / SOURCE OF FUNDING:

Honorariums and expenses.

### RECOMMENDED ACTION (by originator):

Option 1:

That Councillor \_\_\_\_\_ be authorized to attend the AUMA 2001 Regional Seminar in Slave Lake on April 5<sup>th</sup>, 2001.

Option 2:

That all Councillors be authorized to attend the AUMA 2001 Regional Seminar in Slave Lake on April 5<sup>th</sup>, 2001.

Option 3:

That the invitation to attend the AUMA 2001 Regional Seminar in Slave Lake on April 5<sup>th</sup>, 2001, be received as information.

Review:

Dept.

C.A.O.



**AUMA  
2001 REGIONAL SEMINARS  
REGISTRATION FORM**

Please indicate the seminar you wish to attend:

\_\_\_\_\_ March 29th Lethbridge, Lethbridge Lodge, 320 Scenic Drive  
1-800-661-1232

\_\_\_\_\_ March 30th Airdrie, Town & Country Centre Hall 275 Jensen  
Drive, 1-403-819-2134

\_\_\_\_\_ April 5th Slave Lake, Northwest Inn, 801 Main Street  
SE 1-780-849-330

\_\_\_\_\_ April 6th St. Albert Inn, 156 St. Albert Trail  
1-800-450-8612

Municipality:

\_\_\_\_\_

Attendee(s):

1. \_\_\_\_\_

2.

\_\_\_\_\_

3. \_\_\_\_\_

\$50 per person (GST included)  
AUMA will invoice your municipality

Register by: Fax (780) 433-4454 or E-Mail [main@suma.ab.ca](mailto:main@suma.ab.ca)

Registration is at 8:30 a.m. Session starts at 9:00 a.m. and will end at  
4:00 p.m.

Lunch and refreshments will be provided

Full agenda will be out soon!

"Written cancellation must be forwarded to the AUMA office 48 hours prior to  
the seminar date"



# M.D. of Mackenzie No. 23



## Request For Decision

Meeting:	<b>Regular Council</b>
Meeting Date:	March 6, 2001
Originated By:	Harvey Prockiw, Chief Administrative Officer
Title:	<b>Northwest Regional Fetal Alcohol Syndrome Alcohol Related Effects Committee</b>
Agenda Item No:	11d)

### BACKGROUND / PROPOSAL:

The Northwestern Regional FAS/FAE committee has invited the CAO to attend their conference on FAS/FAE at the High Level Public School on March 29<sup>th</sup>, 30<sup>th</sup> and 31<sup>st</sup>.

### DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

Since Harvey is unable to attend this conference maybe a Councillor wishes to attend.

### COSTS / SOURCE OF FUNDING:

Honorarium and expenses.

### RECOMMENDED ACTION (by originator):

Option 1:

That Councillor \_\_\_\_\_ be authorized to attend the Northwestern Regional Fetal Alcohol Syndrome / Fetal Alcohol Related Effects conference at the High Level Public School on March 29<sup>th</sup>, 30<sup>th</sup>, and 31<sup>st</sup>.

Option 2:

That the invitation to attend the Northwestern Regional Fetal Alcohol Syndrome / Fetal Alcohol Related Effects conference at the High Level Public School on March 29<sup>th</sup>, 30<sup>th</sup>, and 31<sup>st</sup>, be received as information.

Review:

Dept.

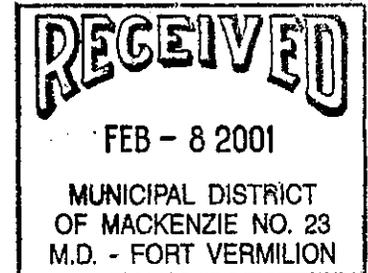
C.A.O.





## NORTHWEST REGIONAL FETAL ALCOHOL SYNDROME ALCOHOL RELATED EFFECTS COMMITTEE

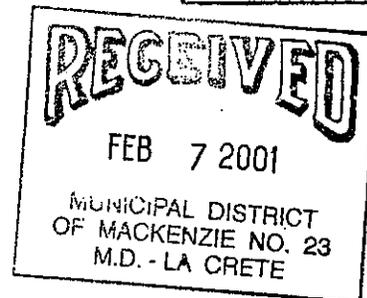
Box 632, High Level, AB T0H 1Z0  
Phone: 780-926-2265 Fax: 780-926-2256



Crystal McAteer  
Box 372  
High Level, Alberta  
T0H 1Z0

February 2, 2001

Mr. Harvey Prockiw  
Box 1690  
CEO MD# 23  
La Crete, Alberta  
T0H 2H0



Dear Mr. Prockiw:

Re: "COMMUNITIES BUILDING HOPE"

On March 29<sup>th</sup>, 30<sup>th</sup> and 31<sup>st</sup>, the Northwestern Regional FAS/FAE committee is hosting an exciting and thought provoking, conference on FAS/FAE. The conference will be held at High Level Public School, 9701 - 105<sup>th</sup> Avenue.

We are personally inviting you to join us at this conference and are pleased to provide you with a complementary registration. The purpose of this conference is to educate and provide strategies and interventions.

We are very pleased to offer five workshops that will feature the following topics:

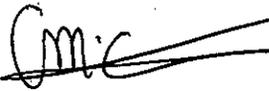
- What is FAS - symptoms and myths?
- A School Intervention Plan

- **Community Healing and Intervention Program**
- **"Redefining Success" - A Parent's Perspective**
- **"Head, Heart and Hands"- Justice Perspective**
- **Empowering the Parent**

**We are confident that you will leave this conference favorably impressed. Being a vital part of our community, we hope that you will be present to represent your organization.**

**Please RSVP to the above address by March 2<sup>nd</sup>. If you have any further questions please call Crystal McAteer (926-3370)**

**Yours truly,**

A handwritten signature in black ink, appearing to read 'Cm: c', with a long horizontal line extending to the right.

**Crystal McAteer**

## ○ *Conference Objectives*

- TO EXCHANGE: Current information about FAS/FAE.
- TO PROFILE: Practical strategies and intervention.
- TO ENHANCE: Skills, knowledge and self-confidence.
- TO PROVIDE: A forum for networking amongst caregivers, professionals and those affected by FAS/FAE.

### *Special Thanks To:*

*Alberta Partnership on Fetal Alcohol Syndrome  
Canadian Regional Airlines  
Fort Vermilion School Division # 52  
High Level Native Friendship Centre Society  
High Level Public School  
Ministry of Children's Services  
Northwestern Regional Health Authority  
Silver Birch Child & Family Authority*

## ○ *Weekend At A Glance* ○

Thursday, March 29

- 8:00 Registration  
8:30 Welcome  
Orientation  
9:00 Adjournment

Friday, March 30

- 8:00 Late Registration  
8:30 Opening Remarks  
9:00 FAS/E Overview & Awareness  
10:15 Break  
10:30 FAS/E Overview & Awareness continued  
12:00 Lunch  
1:00 Session 1  
3:00 Break  
3:15 Session 2  
5:00 Adjournment

Saturday, March 31

- 8:30 Opening Remarks  
8:45 Session 3  
10:15 Break  
10:30 Session 4  
12:00 Lunch  
1:30 Session 5  
3:00 Break  
3:15 Panel Discussion  
4:00 Adjournment

***Finding a Solution***

***Today Tomorrow FOREVER!***



# M.D. of Mackenzie No. 23



## Request For Decision

Meeting:	<b>Regular Council</b>
Meeting Date:	March 6, 2001
Originated By:	Harvey Prockiw, Chief Administrative Officer
Title:	<b>Forum for Young Canadians Funding Request</b>
Agenda Item No:	11e)

### BACKGROUND / PROPOSAL:

Two students from the Fort Vermilion Public School have been selected to attend the Forum for Young Canadians in Ottawa.

### DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

The students have requested funding for their trip to Ottawa. Tuition cost is \$690, which includes room and board and the academic program and materials, and \$195 for travel costs per student.

We do not have a policy regarding funding student programs however, we do receive requests periodically.

### COSTS / SOURCE OF FUNDING:

Grants.

### RECOMMENDED ACTION (by originator):

That \$100 each be granted to Daniel Friebel and Brenda Doerksen towards funding their trip to Ottawa to participate in the Forum for Young Canadians program and that the funding be taken from Grants.

Review:

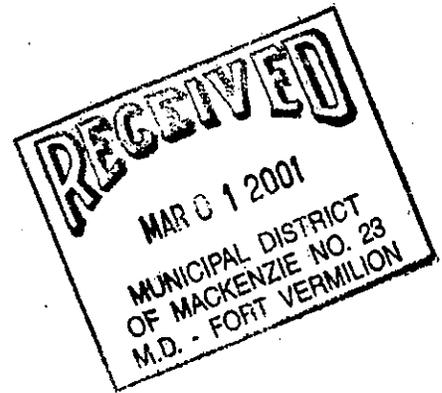
Dept.

C.A.O.



Brenda Doerksen & Daniel Friebe  
C/o Fort Vermilion Public School  
P.O. Bag 8000  
Fort Vermilion, AB  
T0H-1N0

Municipal District of Mackenzie #23  
C/o Harvey Prockeiw  
P.O. Box 640  
Fort Vermilion, AB  
T0H-1N0



Dear: Mr. Harvey Prockeiw,

We have been selected as the two of students from the community to attend a program called *Forum for Young Canadians*. This non-profit organization provides students with a weeklong intensive study of the processes of government in Canada. As participants we will attend Question Period at the House of Commons, as well we will meet with and discuss vital national issues with leading policy-makers. *Forum for Young Canadians* has been educating young people since March 1976. We are honoured to have been chosen by our school and selected by the Forum provincial selection committee to attend one of the sessions of the Forum.

The tuition fee for attending this conference is \$690; this includes room and board and the academic program and materials. In addition each of us will need \$195 to cover our share of the travel to and from Ottawa. The Department of Canadian Heritage, through the Exchanges Canada program, provides a travel grant to assist the Forum in covering the students' travel costs in excess of that amount.

I am writing to you today to ask that you (or your civic organization), in keeping with the interest you have shown in the youth of our community, please consider assisting us with the tuition costs. Cheques should be made payable in Brenda's or my name. Unfortunately Brenda and I are not able to attend at the same time. Brenda is going over the week of April 21-28, whereas I will be attending the week of March 10-17. I had not made the decision to go until just a few weeks ago. I appreciate the speed in which you will attend to this matter. If you have any questions, please feel free to call me at 927-3134 and Brenda at 927-3780. You may also contact the school coordinator, Mr. Wilbur at 927-3705. We would be pleased to make a brief presentation to your organization after the course.

I look forward to hearing from you and truly appreciate your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Daniel Friebe".

Daniel Friebe

A handwritten signature in cursive script that reads "Brenda Doerksen".

Brenda Doerksen



# M.D. of Mackenzie No. 23



## Request For Decision

Meeting:	<b>Regular Council</b>
Meeting Date:	March 6, 2001
Originated By:	Harvey Prockiw, CAO
Title:	<b>National Kids' Day</b>
Agenda Item No:	11 f)

### BACKGROUND / PROPOSAL:

We received a letter from National Kids' Day in informing us that the fourth annual National Kids' Day is being celebrated on Saturday June 9, 2001.

### DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

The National Kids' Day asks that the M.D. of Mackenzie proclaim June 9, 2001 as National Kids' Day within the M.D. The M.D. is also encouraged to hold a celebration on that day to raise funds to support Kids Help Phone which is the only anonymous phone counselling and referral service for children and youth in Canada.

### COSTS / SOURCE OF FUNDING:

Not applicable.

### RECOMMENDED ACTION (by originator):

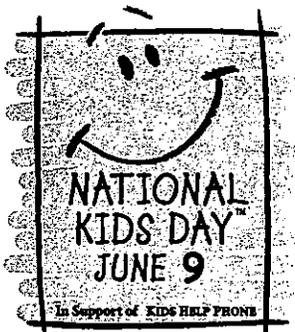
That Saturday, June 9, 2001 be proclaimed National Kids' Day in the M.D. of Mackenzie.

Review:

Dept.

C.A.O.





National Kids Day in support of Kids Help Phone  
439 University Avenue, Suite 300  
Toronto, Ontario M5G 1Y8  
Tel: 416-581-8960 Fax: 416-586-0651  
E-mail: [ramona.kaptyn@kidshelp.sympatico.ca](mailto:ramona.kaptyn@kidshelp.sympatico.ca)  
Website: [www.nationalkidsday.com](http://www.nationalkidsday.com)

Municipal District of Mackenzie No. 23  
Box 640  
Fort Vermilion, Alberta T0H 1N0

February 23, 2001

Dear Reeve Neufeld,



Once again, MAYORS across Canada are playing a key role in the ever-increasing success of National Kids Day. Municipal involvement encourages Canadians to celebrate the special place children hold in our hearts and in our society and to help Canadian kids in need.

Please join us in celebrating the 4th Annual National Kids Day in support of Kids Help Phone on Saturday, June 9, 2001 by issuing a proclamation.

As well as issuing a proclamation, we invite you to celebrate National Kids Day in your town or city by hosting an event in your square, fair grounds, community centre or at a school. Each year, many municipalities hold successful celebrations and fundraisers. We have enclosed a list of last year's participants and some "ideas" for you.

Last year, **208 MAYORS ACROSS CANADA** proclaimed the day. Not all of them celebrated and raised funds, but those who did raised money for 30 Canadian children's charities and helped countless children living on the streets, coping with illness, feeling lonely and depressed - the list goes on and on.

This year, we discovered a charity that helps Canadian kids cope with these issues and many more. The 2001 National Kids Day will support Kids Help Phone, Canada's only 24-hour, toll-free, national, bilingual and anonymous phone counselling and referral service for children and youth. Professional counsellors answer an average of 1,000 calls every day. Kids call about a range of issues, including relationships, homelessness, poverty, substance abuse and suicide. Last year, almost 26,000 calls were received from over 300 communities in Alberta.

Through our school teaching program and other endeavours, children are being asked to seek out change to bring about change that will benefit kids. Corporations and other supporters of National Kids Day are also joining in this fundraiser. Contributions can be dropped off across Canada at various locations including participating Town/City Halls. **Will your Town/City Hall participate in our Fundraising Campaign?**

By officially proclaiming National Kids Day, you contribute so much. Your proclamation will help raise awareness of Kids Help Phone among the children in your community. If you celebrate and participate in the fundraising campaign, it will help Kids Help Phone continue to be there for the 1,000 kids who call every day.

Included in this package is a sample proclamation, a National Kids Day in support of Kids Help Phone FACT SHEET, and a response form. A release highlighting your participation in National Kids Day in support of Kids Help Phone for distribution to the media in your community will be sent to you when we receive your response, so please reply early.

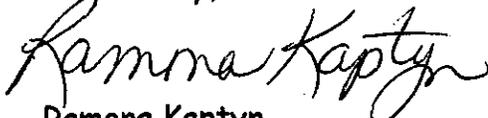
Should you have questions or require additional information, please call me at:

Tel: (416) 581-8960 or Fax: 416-586-0651

or E-mail: [ramona.kaptyn@kidshelp.sympatico.ca](mailto:ramona.kaptyn@kidshelp.sympatico.ca)

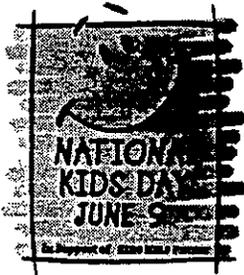
**Many thanks for your support!**

Yours truly,



Ramona Kaptyn

Ramona Kaptyn



## National Kids Day in support of Kids Help Phone Saturday, June 9, 2001 Fact Sheet

National Kids Day in support of Kids Help Phone is a day to promote volunteerism and philanthropy among Canadian children and youth by celebrating the special place they hold in our hearts and in our society while raising money for Kids Help Phone.

Kids Help Phone is Canada's only 24-hour, bilingual, toll-free, anonymous phone counselling and referral service for children and youth. Professionally-trained counsellors answer an average of 1,000 calls every day. Kids call about a whole range of issues, including relationships, substance abuse, homelessness, suicide - the list goes on and on. In 2000, Kids Help Phone counsellors answered more than 363,000 calls from almost 3,000 communities across the country.

Since the first National Kids Day in 1998, Canadian cities and towns have raised money and celebrated in innovative and festive ways:

### Mayoral proclamations

- In 2000, more than 200 Canadian mayors recognized National Kids Day by proclaiming it an official day of celebration in their city or town.

### Celebrations & Fundraisers

- Big or small, cities and towns across the country hold events to recognize National Kids Day. Festivities include entertainment, face painting, bicycle safety checks - even helicopter rides. Since 1998, Canadians have embraced National Kids Day as a day to celebrate children in our communities and raise funds for our kids in need.
- Shopping malls also join in the fun. Every year, malls across the country set up arts and crafts activity centres featuring product and prizes donated by our sponsors. For a contribution, kids of all ages can draw, colour, create and have fun. They can also enter our "Help Spread A Smile" contest by illustrating themselves smiling (either through original

artwork or a photo) and explaining how they can spread their smile to cheer up or help another.

- "Help Spread A Smile" is also a component of the National Kids Day in support of Kids Help Phone school study program. Many schools across Canada participate in the program that teaches the value of volunteerism and philanthropy.
- The fundraiser held in conjunction with National Kids Day encourages children and adults alike to make a donation to help Canadian kids. Drop-off points can be found at all participating shopping malls, retail stores, municipal offices, at events, and at other locations which will be announced.
- Supporters of National Kids Day in support of Kids Help Phone can also purchase **Smile Songs**, a compilation of 21 songs by popular children's artists. The CD/cassette is available at Indigo Books, Music & more, at [www.indigo.ca](http://www.indigo.ca) or by calling 1-877-474-4672.

Visit [nationalkidsday.com](http://nationalkidsday.com) for more National Kids Day information.

Want to know more about Kids Help Phone? Visit [kidshelp.sympatico.ca](http://kidshelp.sympatico.ca).

**National Kids Day in support of Kids Help Phone**

**439 University Avenue, Suite 300**

**Toronto, Ontario M5G 1Y8**

**Tel: 416-581-8960**

**Fax: 416-586-0651**

**E-mail: [ramona.kaptyn@kidshelp.sympatico.ca](mailto:ramona.kaptyn@kidshelp.sympatico.ca)**



**IDEAS**  
**How Towns/Cities Can Celebrate**  
***National Kids' Day - June 9, 2001***

- Every town/city has a multitude of talent. Invite local entertainers -singers, magicians, clowns, comics, etc. to perform at the Town/City Square or other venue. Brings everyone together providing fun/ entertainment.
- Have an awards ceremony recognizing children heroes or other special kids in the community.
- Invite children to bring their animals to a pet show/competition.
- Have a kite making/flying contest.  
Recognition for the most original kite, kite in the air the longest.
- Have a mask making day or a puppet making/performance day.
- Participate in our "HOW CAN I SPREAD A SMILE" Contest. Invite kids to draw a picture of themselves (or bring a photo from home) with a written line or two on the picture telling how they can "spread their smile" to cheer up or help another. Send the top three pictures to us for judging. Prizes will be awarded to winners across Canada.
- Ask your Police Department to participate by having bicycle safety checks and other kid-related activities.
- Have a sidewalk chalk art contest.
- Introduce your own original ideas that will display and celebrate your community and children's talents.
- Or invite kids to paint a mural representing  
National Kids Day in support of Kids Help Phone.  
~Ask a local construction site contractor with blank hoarding/fencing to donate paint and garbage bags for aprons.  
~Contact your local newspaper and ask for the paper spool/spindle ends to pin up and paint.

**ASK EVERYONE TO CONTRIBUTE TO  
THE NATIONAL KIDS DAY IN SUPPORT OF KIDS HELP PHONE  
FUNDRAISING CAMPAIGN**

**Proclamation**  
***National Kids Day***  
**June 9, 2001**

**WHEREAS:**

National Kids Day has been established to celebrate and help Canada's children. It is a day for the Canadian public, corporations, governments and associations to recognize the special place children hold in our hearts and in our society and to raise funds for our children in need.

**WHEREAS:**

The goal of National Kids Day is to provide funds for the financial support of Kids Help Phone and to develop a link with schools through websites, study programs and other means to educate children about the need to give back to the community, volunteer and support charities.

**WHEREAS:**

Members of National Kids Day include concerned associations, corporations and organizations who are leaders in their fields.

**WHEREAS:**

On Saturday, June 9, 2001, the 4th Annual National Kids Day will be celebrated across Canada to recognize and help Canada's children.

**NOW THEREFORE:**

I, \_\_\_\_\_, Mayor of \_\_\_\_\_ in

the Province of \_\_\_\_\_ do hereby proclaim June 9, 2001 to be National Kids Day and urge all residents to join in celebrating children on this day.

Signed: \_\_\_\_\_

## Mayors Who Held Events OR Fundraisers on June 10, 2000

### Alberta

1. Bentley (Village of)
2. Black Diamond (Town of)
3. Bruderheim (Town of)
4. Devon (Town of)
5. Millet (Town of)
6. Olds (Town of)
7. St. Albert (City of)
8. Opportunity No. 17  
(Municipal District of)

### British Columbia

9. Courtenay (City of)
10. Parks Alive! in Kelowna (City of)
11. Kimberley (City of)
12. Ladysmith (Town of)
13. Powell River (District of)
14. Qualicum Beach (Town of)
15. Squamish (District of)

### New Brunswick

16. Quispamsis (Town of)

### Newfoundland

17. Clarenville (Town of)
18. Deer Lake (Town of)
19. Channel Port-Aux-Basques (Town of)

### North West Territories

20. Hay River (Town of)
21. Yellowknife (City of)  
(c/o Block Parent Program)

### Nova Scotia

22. Richmond (County of)

### Ontario

23. Bracebridge (Town of)  
(on June 28)
24. Dufferin (County of)  
(Hosted events in Orangeville,  
Grand Valley, Shelburne, Honeywood)
25. Hanover (Town of)  
(Fundraiser at Town Hall and Public  
Library)
26. Iroquois Falls (Town of)  
(at Porcupine Health Unit on June 3)
27. Kapuskasing (Town of)
28. Lindsay (Town of)
29. Newmarket (Town of)
30. Niagara Falls (City of)
31. North Grenville (Township of)
32. Orillia (City of)
33. Pelham (Town of)
34. St. Charles (Municipality of)

### Prince Edward Island

35. Charlottetown (City of)

### Quebec

36. L'Assomption (Ville de)
37. Loretteville (Ville de)
38. Rock Forest (Ville de)
39. Saint-Jean-Chrysostome (Ville de)
40. Sainte-Julie (Ville de)
41. Saint-Felicien (Ville de)
42. Saint-Laurent (Ville de)
43. Varennes (Ville de)

### Saskatchewan

44. Humboldt (Town of)
45. Prince Albert (City of)  
(at Prodigy Human Resources)

*National Kids Day in support of Kids Help Phone*  
**Saturday, June 9, 2001**

**RESPONSE FORM**

Contact Name: \_\_\_\_\_

Mayor's Name: \_\_\_\_\_

City/Town: \_\_\_\_\_ Province: \_\_\_\_\_

Address: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

- Yes - will proclaim                       No - will not proclaim  
 Proclamation enclosed  
 Proclamation will follow

- Yes - will hold an event/fundraiser                       No - will not hold an event/fundraiser  
(Posters and stickers will be supplied if you are holding an event/fundraiser.)

City/Town Hall will post National Kids Day in support of Kids Help Phone Poster and participate in the Fundraising Campaign from June 1<sup>st</sup> through to June 12<sup>th</sup>\*

- Yes                                       No

\*Please make cheque payable to Kids Help Phone and mail to the address below at end of the campaign.  
OR deposit donated change/monies. You will be advised of the deposit location.

---

Please return this form by Fax or Mail at your earliest convenience to:  
Ramona Kaptyn, Manager  
National Kids Day in support of Kids Help Phone  
439 University Ave., Suite 300  
Toronto, Ontario M5G 1Y8  
Phone: 416-581-8960 Fax: 416-586-0651