## Wednesday, May 23, 2007 1:00 p.m.

# Council Chambers, Fort Vermilion, Alberta

## AGENDA

CALL TO ORDER:	1.	a)	Call to Order	Page
AGENDA:	2.	a)	Adoption of Agenda	
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# ENFORCEMENT SERVICES:

**OPERATIONAL** 

**SERVICES:** 

10.

e)	44 <sup>th</sup> Avenue – Fort Vermilion (Addition)	
d)	Fort Vermilion Shop Upgrade (Addition)	
c)	2007 Roadside Mowing Contracts (Addition)	
b)	Roadside Spraying Contracting (Addition)	
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b)	Bylaw 631/07 Land Use Bylaw Amendment to Rezone Plan 2938RS, Block 7, Lots 10 & 14 and Plan 2938RS, Block 8, Lot 8 from Hamlet Residential District 1 (HR1) to Hamlet Residential District 2 (HR2) – Fort Vermilion	77
	District 1 (A1) to Rural Country Residential District 1 (RC1) and Rural Country Residential District 2 (RC2) – High Level Rural	

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CORPORATE SERVICES:	11.	a)	Zama Wastewater System Upgrade – Borrowing Bylaw 634/07			
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IN CAMERA	12.	a)	Town of High Level Negotiations			
SESSION:		b)	AUPE Negotiations			
		c)	Fitler Pit Negotiations			
		d)	Zama Accommodations			
		e)	Zama Fire-Rescue – Mutual Aid Request			
		f)	Mobile Communications Review 2007 (Glentel)			
		g)	Mobile Communications Review 2007 (TELUS vs. Bell)			
		h)	Ambulance Services Review			
		i)	Development Near Footner (Addition)			
NEXT MEETING DATE:	13.	a)	Regular Council Meeting Tuesday, June 12, 2007 10:00 a.m. Zama Community Hall, Zama City, AB			
ADJOURNMENT:	14.	a)	Adjournment			

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Meeting:

Regular Council Meeting

**Meeting Date:** 

May 8, 2007

Presented By:

William Kostiw, Chief Administrative Officer

Title:

Minutes of the May 8, 2007 Regular Council Meeting

# BACKGROUND / PROPOSAL:

Minutes of the May 8, 2007 Regular Council meeting are attached.

# **OPTIONS & BENEFITS:**

N/A

# **COSTS & SOURCE OF FUNDING:**

N/A

# RECOMMENDED ACTION:

That the minutes of the May 8, 2007 Regular Council meeting be adopted as presented.

Author:	C. Gabriel		_			
			Review Date:	_May 16, 2007	CAO	
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Tuesday, May 8, 2007 10:00 a.m. Council Chambers Fort Vermilion, AB

PRESENT:

Bill Neufeld

Reeve

Walter Sarapuk Peter Braun Deputy Reeve

John W. Driedger

Councillor Councillor

Greg Newman

Councillor (arrived at 12:56 p.m.)

Jim Thompson Lisa Wardley Councillor Councillor

Stuart Watson

Councillor

ABSENT:

Ed Froese

Councillor

ALSO

William (Bill) Kostiw

Chief Administrative Officer

PRESENT: Carol Gabriel

**Executive Assistant** 

Joulia Whittleton

**Director of Corporate Services** 

Paul Driedger

Director of Planning & Emergency Services

John Klassen

Manager of Utilities & Facilities

Mark Schonken

Finance Assistant

Minutes of the Regular Council meeting for Mackenzie County held on Tuesday, May 8, 2007 at the Council Chambers in Fort Vermilion, Alberta.

CALL TO ORDER:

1. a) Call to Order

Reeve Neufeld called the meeting to order at 10:06 a.m.

AGENDA:

2. a) Adoption of Agenda

**MOTION 07-405** 

**MOVED** by Councillor Thompson

That the agenda be adopted as amended with the addition of:

9. d) Bylaw Enforcement – Garbage & ATV Usage
 10. l) Lawn Tractor Replacement – Fort Vermilion

10. m) High Level Drainage

10. n) Zama Drainage 10. o) Farm Access

11. n) High Level Chamber of Commerce - Annual Spring

Clean Up Donation Request

12. f) AUPE Negotiations12. g) La Crete Library

**CARRIED** 

ADOPTION OF THE PREVIOUS MINUTES:

3. a) Minutes of the April 25, 2007 Regular Council

Meeting

**MOTION 07-406** 

**MOVED** by Councillor Braun

That the minutes of the April 25, 2007 Regular Council meeting

be adopted as presented.

**CARRIED** 

**BUSINESS ARISING** 

OUT OF THE MINUTES:

4. a) None

**GENERAL REPORTS:** 

6. a) Action List

**MOTION 07-407** 

**MOVED** by Councillor Watson

That the action list be received for information.

CARRIED

6. b) Municipal Planning Commission Meeting Minutes of March 14, March 27, and April 16, 2007

**MOTION 07-408** 

MOVED by Deputy Reeve Sarapuk

That the Municipal Planning Commission meeting minutes of March 14<sup>th</sup> & 27<sup>th</sup>, and April 16, 2007 be received for information.

**CARRIED** 

COUNCIL COMMITTEE, CAO AND DIRECTORS REPORTS: 8. a) Council Committee Reports

Deputy Reeve Sarapuk reported on the Subdivision &

Development Appeal Board hearing and the Northern Alberta

Mayors & Reeves meeting.

Councillor Driedger reported on the Mackenzie Housing and zone

meetings.

Councillor Watson reported on the Mackenzie Waste Management meeting and the PC annual general meeting.

Councillor Wardley had no items to report.

Councillor Thompson reported on the Fort Vermilion Recreation Board meeting, and the meeting and tour with ISL Engineering.

Councillor Braun reported on the Municipal Planning Commission, Mackenzie Waste Management and Mackenzie Housing meetings, and a meeting with EXH Engineering.

Reeve Neufeld reported on the meeting with EXH Engineering, the Northern Alberta Mayors & Reeves meeting, and the PC annual general meeting.

#### **MOTION 07-409**

**MOVED** by Councillor Driedger

That the Council Committee verbal reports be accepted as information.

#### **CARRIED**

#### **DELEGATIONS:**

#### 5. a) Auditors

Teleconference presentation by Alan Rudosky and Karen Fisher from Ernst & Young regarding the 2006 audit results.

Reeve Neufeld recessed the meeting at 11:24 a.m. and reconvened the meeting at 11:36 a.m.

#### 8. b) CAO & Director Reports

#### **MOTION 07-410**

**MOVED** by Deputy Reeve Sarapuk

That the Director of Corporate Services, Director of Planning & Emergency Services, Manager of Utilities & Facilities, and the Chief Administrative Officer reports be accepted for information.

#### **CARRIED**

Reeve Neufeld recessed the meeting at 12:04 p.m. and reconvened the meeting at 12:56 p.m.

Councillor Newman arrived at 12:56 p.m.

#### **PUBLIC HEARINGS:**

7 a) Bylaw 618/07 Land Use Bylaw Amendment for the Cancellation of a Portion of Plan 992-0062, Block 1, Lot 1 for the Purpose of Consolidation

Reeve Neufeld called the public hearing for Bylaw 618/07 to order at 1:00 p.m.

Reeve Neufeld asked if the public hearing for proposed Bylaw 618/07 was properly advertised. Paul Driedger, Director of Planning, answered that the bylaw was advertised in accordance with the Municipal Government Act.

Reeve Neufeld asked the Development Authority to outline the proposed Land Use Bylaw Amendment. Paul Driedger, Director of Planning presented the Development Authority's submission and indicated that first reading was given on April 11, 2007.

Reeve Neufeld asked if Council has any questions of the proposed Land Use Bylaw Amendment. There were no questions.

Reeve Neufeld asked if any submissions were received in regards to proposed Bylaw 618/07. No submissions were received.

Reeve Neufeld asked if there was anyone present who would like to speak in regards to the proposed Bylaw 618/07. There was no indication that anyone present wished to speak to the bylaw.

Reeve Neufeld closed the public hearing for Bylaw 618/07 at 1:02 p.m.

#### **MOTION 07-411**

## **MOVED** by Councillor Braun

That second reading be given to Bylaw 618/07 being a Land Use Bylaw Amendment for the cancellation of a portion of Plan 992-0062, Block 1, Lot 1 for the purpose of consolidation with NW 13-106-15-W5M.

#### **CARRIED**

#### **MOTION 07-412**

### **MOVED** by Councillor Thompson

That third reading be given to Bylaw 618/07 being a Land Use Bylaw Amendment for the cancellation of a portion of Plan 992-0062, Block 1, Lot 1 for the purpose of consolidation with NW 13-106-15-W5M.

#### **CARRIED**

PLANNING, EMERGENCY, AND ENFORCEMENT SERVICES: 9. a) Bylaw 624/07
Being a Land Use Bylaw Amendment to
Rezone Plan 762-1591, Block A, Lot 1 from Hamlet
Residential District 1 (HR1) to Hamlet Public District

(HP) - Fort Vermilion

**MOTION 07-413** 

MOVED by Deputy Reeve Sarapuk

That first reading be given to Bylaw 624/07 being a Land Use Bylaw amendment to rezone Plan 762-1591, Block A, Lot 1 from Hamlet Residential District 1 (HR1) to Hamlet Public District (HP).

#### **CARRIED**

9. b) Bylaw 625/07

Being a Land Use Bylaw Amendment for the Cancellation of Plan 052-3965, Block 23, Lot 13 and Plan 052-3965, Block 23, Lot 14 for the Purpose of Consolidation (La Crete)

**MOTION 07-414** 

**MOVED** by Councillor Wardley

That first reading be given to Bylaw 625/07 being a Land Use Bylaw Amendment for the cancellation of Plan 052-3965, Block 23, Lot 13 and Plan 052-3965, Block 23, Lot 14 for the purpose of consolidation.

#### **CARRIED**

9. c) Bylaw 628/07

Land Use Bylaw Amendment to Rezone Part of SW 12-106-16-W5M from Agricultural District 1 "A1" to Rural Country Residential District 3 "RC3" (La Crete)

**MOTION 07-415** 

MOVED by Councillor Driedger

That first reading be given to Bylaw 628/07 being a Land Use Amendment to rezone part of SW 12-106-16-W5M from Agricultural District 1 "A1" to Rural Country Residential District 3 "RC3".

#### CARRIED

9. d) Bylaw Enforcement – Garbage and ATV Usage

Discussion regarding enforcement of unsightly premises and ATV use within the Hamlets.

5. d) Pat Siliworsky
Mackenzie Regional Waste Management

**MOTION 07-416** 

**MOVED** by Councillor Newman

That the County participate in the household hazardous waste pickup program as presented by the Mackenzie Regional Waste Management Commission at an estimated cost of \$3,000.00 per year.

#### **CARRIED**

**DELEGATIONS:** 

5. b) Hubert & Cathy Lafleur Request to Reduce Water Invoice

Delegation did not arrive.

5. c) Ray Toews Inner Peace Power Hydro Project

**MOTION 07-417** 

MOVED by Councillor Newman

That the presentation by Ray Toews on the Inner Peace Power hydro project be received for information.

**CARRIED** 

Reeve Neufeld recessed the meeting at 2:04 p.m. and reconvened the meeting at 2:16 p.m.

OPERATIONAL SERVICES:

10. a) Hamlet Country Residential Speed Zone

**MOTION 07-418** 

MOVED by Councillor Wardley

That Mackenzie County post speed limit signs in the Hamlet Country Residential subdivisions as per Bylaw 491/04.

**CARRIED** 

10. b) Sale of Crusher Reject from Tompkins Pit

**MOTION 07-419** 

MOVED by Councillor Watson

That crusher reject gravel not be sold from County controlled gravel pits.

#### **MOTION 07-420**

#### **MOVED** by Councillor Newman

That the sale of crusher reject be tabled to the next meeting as further information on private and municipal gravel sources is required.

#### **CARRIED**

#### 10. c) Dust Control Rates

#### **MOTION 07-421**

Requires 2/3

#### **MOVED** by Councillor Newman

That Mackenzie County establish the dust control rates for County ratepayers as follows:

- DL 10-40 at \$1,000.00 for 200 meters at 2 liters per square meter application.
- Calcium at \$500.00 for 200 meters at 2 liters per square meter application.

#### DEFEATED

# 10. e) Amendment of Fee Schedule Bylaw 629/07 for Dust Control

#### **MOTION 07-422**

Requires 2/3

## MOVED by Councillor Driedger

That first reading be given to Bylaw 629/07 for the amendment of the fee schedule to include DL 10-40 as an optional dust control.

#### **CARRIED**

#### **MOTION 07-423**

Requires 2/3

## MOVED by Deputy Reeve Sarapuk

That second reading be given to Bylaw 629/07 for the amendment of the fee schedule to include DL 10-40 as an optional dust control.

#### **CARRIED**

#### **MOTION 07-424**

Requires Unanimous

### **MOVED** by Councillor Braun

That consideration be given to go to third reading of Bylaw

629/07 for the amendment of the fee schedule to include DL 10-40 as an optional dust control.

#### **CARRIED**

**MOTION 07-425** 

**MOVED** by Councillor Newman

Requires 2/3

That third reading be given to Bylaw 629/07 for the amendment of the fee schedule to include DL 10-40 as an optional dust control.

#### **CARRIED**

10. d) Dust Control Policy PW009

**MOTION 07-426** 

**MOVED** by Councillor Newman

That Mackenzie County adopt Dust Control Policy PW009 as amended.

**CARRIED** 

10. f) Rocky Lane Waste Transfer Station Contract

**MOTION 07-427** 

MOVED by Deputy Reeve Sarapuk

That Council approve the Rocky Lane Waste Transfer Station contract as amended.

**CARRIED** 

**MOTION 07-428** 

MOVED by Councillor Driedger

That administration be authorized to advertise the Rocky Lane Waste Transfer Station caretaking contract.

**CARRIED** 

**MOTION 07-429** 

**MOVED** by Councillor Braun

That the closing date for the Rocky Lane Waste Transfer Station Caretaking bids be set for June 25, 2007 at 12:00 noon and that bids be opened at 1:00 pm on June 25, 2007 at the regular council meeting.

**CARRIED** 

10. g) Equipment Purchase

Deputy Reeve Sarapuk took over the Chair at 3:16 p.m. as the Reeve stepped out of the meeting.

#### **MOTION 07-430**

**MOVED** by Councillor Wardley

That consideration of the purchase of a mowing/snowblowing unit be tabled for further information.

#### **CARRIED**

Reeve Neufeld rejoined the meeting at 3:19 p.m. and resumed the Chair.

#### 10. h) Grader Purchase

#### **MOTION 07-431**

Requires 2/3

**MOVED** by Deputy Reeve Sarapuk

That the County purchase a new grader for Ward 9 and eliminate the contract grader.

#### CARRIED UNANIMOUSLY

#### **MOTION 07-432**

Requires 2/3

MOVED by Councillor Braun

That the 2007 capital budget include the purchase of a 6-wheel drive John Deere grader at the cost of \$312,000.00 to be funded from the Public Works Reserve.

#### **CARRIED**

Reeve Neufeld recessed the meeting at 3:31 p.m. and reconvened the meeting at 3:44 p.m.

#### 10. i) Fuel

#### **MOTION 07-433**

**MOVED** by Councillor Wardley

That the Mackenzie County fuel purchase be split between Petro Canada, United Farmers of Alberta, and Co-op and that the County purchase storage tanks as necessary.

Councillor Driedger requested a recorded vote.

#### In Favor:

Councillor Wardley Councillor Thompson Opposed:

Councillor Driedger

> Councillor Watson Reeve Neufeld Deputy Reeve Sarapuk Councillor Braun Councillor Newman

#### **CARRIED**

#### 10. j) Tompkins Ferry

#### **MOTION 07-434**

**MOVED** by Councillor Braun

That the Tompkins Ferry update be received for information.

#### **CARRIED**

## 10. k) Agricultural Service Board 2006/2007 Grant Program

#### **MOTION 07-435**

**MOVED** by Councillor Newman

That the Agricultural Service Board 2006/07 grant program be received for information and be referred to the Agricultural Service Board.

#### **CARRIED**

## 10. l) Lawn Tractor Replacement - Fort Vermilion

#### **MOTION 07-436**

Requires 2/3

**MOVED** by Councillor Wardley

That the 2007 capital budget include replacement of the current lawn tractor with a John Deere Front Mount 60" mower at a net cost of \$8,500.00 with funding from the vehicle equipment reserve.

#### **CARRIED**

### 10. m) High Level Drainage

#### **MOTION 07-437**

**MOVED** by Councillor Watson

That administration and the Agriculture Service Board look into the High Level drainage project.

#### **CARRIED**

#### 10. n) Zama Drainage

Discussion was held regarding the drainage issues in Zama.

#### 10. o) Farm Access

#### **MOTION 07-438**

**MOVED** by Councillor Watson

That administration investigate the feasibility of a forced road between the east half and west half of 31-109-18-W5M and NE and NW 30-109-18-W5M or other options.

#### CARRIED

# CORPORATE SERVICES:

#### 11. a) 2006 Audit Results and Financial Statements

## **MOTION 07-439**

Requires 2/3

**MOVED** by Councillor Braun

That the 2006 Financial Statements be approved as amended.

#### **CARRIED**

#### 11. b) 2007 Operating & Capital Budget

Councillor Driedger left the meeting at 4:31 p.m.

#### **MOTION 07-440**

Requires 2/3

**MOVED** by Deputy Reeve Sarapuk

That the 2007 Operating and Capital Budgets be approved as amended with the following additions to be funded from the operating fund:

- La Crete South Access Turning Lane total cost \$133,000.00
- Zama Surface Water Drainage Management total cost \$120,000.00
- High Level Drainage Project total cost \$50,000.00
- Project Costing Software \$60,000.00

#### **CARRIED**

## **MOTION 07-441**

Requires 2/3

MOVED by Councillor Wardley

That the proceeds from the sale of the Mustus Lake Centre go to the general capital reserve.

#### CARRIED

#### 11. c) Bylaw 627/07 - 2007 Tax Rate Bylaw

**MOTION 07-442** 

Requires 2/3

**MOVED** by Deputy Reeve Sarapuk

That first reading be given to Bylaw 627/07 being a tax rate bylaw for the Mackenzie County.

CARRIED

**MOTION 07-443** 

Requires 2/3

**MOVED** by Councillor Thompson

That second reading be given to Bylaw 627/07 being a tax rate by-law for the Mackenzie County.

**CARRIED** 

**MOTION 07-444** 

Requires Unanimous

**MOVED** by Councillor Braun

That consideration be given go to third reading of Bylaw 627/07 being a tax rate by-law for the Mackenzie County.

CARRIED

**MOTION 07-445** 

Requires 2/3

MOVED by Deputy Reeve Sarapuk

That third reading be given to Bylaw 627/07 being a tax rate bylaw for the Mackenzie County.

**CARRIED** 

11. d) Notice to the County Residents – Unauthorized Connections to Utilities

**MOTION 07-446** 

MOVED by Councillor Wardley

That the unauthorized connections to utilities notice be mailed to the County residents.

**CARRIED** 

11. e) Municipal Sustainability Initiative Funding

**MOTION 07-447** 

**MOVED** by Councillor Thompson

That the Municipal Sustainability Initiative funding be received for information

#### **CARRIED**

# 11. f) CAANA Annual General Meeting – Commuter Air Service

#### **MOTION 07-448**

**MOVED** by Councillor Braun

That Councillor Watson or designate be authorized to attend the Commuter Air Access Network of Alberta (CAANA) Annual General Meeting on May 16, 2007 in Edmonton.

#### **CARRIED**

#### 11. g) RCMP

#### **MOTION 07-449**

MOVED by Deputy Reeve Sarapuk

That Mackenzie County lobby the federal government and Assistant RCMP Commissioner in regards to the member shortage.

#### **CARRIED**

#### 11. h) Ratepayers Meetings

#### **MOTION 07-450**

**MOVED** by Councillor Braun

That the following Ratepayers meetings be changed as follows:

- Fort Vermilion June 7, 2007
- La Crete June 8, 2007

#### **CARRIED**

#### 11. i) Mackenzie Region CD ROM

#### **MOTION 07-451**

Requires 2/3

**MOVED** by Councillor Thompson

That Mackenzie County participate in the Mackenzie Region CD ROM being created by Camary Consulting Ltd. at a cost of \$1,000.00 from the operating fund.

#### CARRIED

## 11. j) Alberta Employment, Immigration and Industry

#### **MOTION 07-452**

**MOVED** by Councillor Braun

That the letter from the Minister of Alberta Employment, Immigration and Industry regarding their 2007-2010 business plan be received for information.

#### **CARRIED**

# 11.k) Apache Canada Ltd. Well Proposal ACL 102 Zama 16-12-117-5-W5M

#### **MOTION 07-453**

**MOVED** by Councillor Wardley

That Mackenzie County approve Apache Canada's well proposal on LS 16-12-117-5-W6M in Zama, subject to meeting EUB regulations.

#### **CARRIED**

Councillor Driedger rejoined the meeting at 5:18 p.m.

#### 11. I) Northwest Mayors & Reeves

#### **MOTION 07-454**

MOVED by Deputy Reeve Sarapuk

That Mackenzie County continue to participate in the Northwest Mayors & Reeves meetings.

#### CARRIED

## 11. m)Information/Correspondence

#### **MOTION 07-455**

MOVED by Councillor Newman

That the information/correspondence items be accepted for information purposes.

#### CARRIED

# 11.n) High Level Chamber of Commerce – Annual Spring Clean Up Donation Request

## **MOTION 07-456**

Requires 2/3

MOVED by Councillor Wardley

That Mackenzie County sponsor one kilometer as requested by the High Level Chamber of Commerce for their annual spring clean up at a cost of \$150.00 from the operating fund.

#### CARRIED

Reeve Neufeld recessed the meeting at 5:26 p.m. and reconvened the meeting at 5:40 p.m.

#### IN CAMERA SESSION:

#### **MOTION 07-457**

**MOVED** by Councillor Thompson

That consideration be given to move in-camera to discuss issues under the Freedom of Information and Protection of Privacy Regulations 18 (1) at 5:41 p.m.

- 12. a) Town of High Level Negotiations
- 12. b) Communications
- 12. c) Fitler Pit Negotiations
- 12. d) Zama Trailer Offer to Purchase
- 12. e) Zama Accommodations
- 12. f) AUPE Negotiations
- 12. g) La Crete Library

#### **CARRIED**

#### **MOTION 07-458**

**MOVED** by Councillor Thompson

That Council move out of camera at 7:14 p.m.

#### **CARRIED**

#### 12. a) Town of High Level Negotiations

#### **MOTION 07-459**

**MOVED** by Councillor Watson

That the letter to the Town of High Level be sent as amended.

#### **CARRIED**

#### 12. c) Fitler Pit Negotiations

#### **MOTION 07-460**

**MOVED** by Councillor Newman

That the Chief Administrative Officer and Deputy Reeve Sarapuk continue to negotiate as discussed in-camera regarding the Fitler properties.

#### **CARRIED**

### 12. d) Zama Trailer Offer to Purchase

**MOTION 07-461** 

**MOVED** by Councillor Braun

That Mackenzie County accept the offer to purchase the County's

house trailer in Zama as discussed.

**CARRIED** 

**NEXT MEETING DATE:** 

13. a) Regular Council Meeting

**MOTION 07-462** 

**MOVED** by Councillor Braun

That the May 23, 2007 Regular Council meeting begin at 1:00

p.m.

**CARRIED** 

ADJOURNMENT:

14. a) Adjournment

**MOTION 07-463** 

**MOVED** by Councillor Newman

That the Regular Council meeting be adjourned at 7:18 p.m.

CARRIED

These minutes will be presented to Council for approval on Wednesday, May 23, 2007

Bill Neufeld, Reeve

Carol Gabriel, Executive Assistant



Meeting:

**Regular Council Meeting** 

**Meeting Date:** 

May 23, 2007

Presented By:

John Klassen, Manager of Utilities and Facilities

Title:

**Crusher Reject** 

# BACKGROUND / PROPOSAL:

Numerous ratepayers contacted the County for access to purchase crusher reject, administration contacted a local supplier and received no concerns if the County was to pursue the requests.

# **OPTIONS & BENEFITS:**

To offer County ratepayers access to crusher reject from County gravel pits.

# **COSTS & SOURCE OF FUNDING:**

NA

# RECOMMENDED ACTION:

That Mackenzie County sell crusher reject gravel from County controlled pits at a rate of \$4.00 per cubic meter in 2007.

Author:	_John Klassen	Pavious D. 4			* .	
* .		Review Date:		CAO		
				UAU		



Meeting:

**Regular Council Meeting** 

Meeting Date:

May 23, 2007

Presented By:

William Kostiw, Chief Administrative Officer

Title:

**Equipment Purchase** 

## BACKGROUND / PROPOSAL:

Administration is proposing the purchase of a 140+hp tractor with an 1820 offset sidearm and a 15 foot roadside mower in order to conduct some of the County mowing in house. This unit comes with a front PTO and sufficient horsepower and RPM to run the County snow blower, which will eliminate the need to replace the motor on the snow blower that blew this spring. County mechanics can convert the snow blower to PTO drive at minimal cost to the County.

## **OPTIONS & BENEFITS:**

The benefit to the County will be the opportunity to get a jump on mowing the road sides earlier when the ditches and shoulders of the roads are still wet and soft plus winter operation for snow removal.

# **COSTS & SOURCE OF FUNDING:**

Complete costs for, tractor, sidearm and mower is \$190,000.00

To be funded from reserves.

## RECOMMENDED ACTION:

That Mackenzie County purchase a tractor with sidearm and mower at a cost of \$190,000.00 to be funded from reserves.

Author:	John Klassen	Review Date:				
		Date,	•	 <del></del>	CAO	 <u> </u>



Meeting: Regular Council Meeting

Meeting Date: May 23, 2007

Presented By: William Kostiw, Chief Administrative Officer

**DELEGATION** 

Title: Dean Wheeler, Principal

St. Mary's Elementary School Playground

#### **BACKGROUND / PROPOSAL:**

See attached letter of concern from the principal of St. Mary's Elementary School.

#### **OPTIONS & BENEFITS:**

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

#### **RECOMMENDED ACTION:**

For discussion.

Author: C. Gabriel Review Date: May 16, 2007 CAO

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St. Mary's Elementary School 4611-River Road P.O. Bag 3000 Fort Vermilion AB T0H 1N0

Ph: (780) 927-3201 Fax: (780) 9273437

Dean Wheeler - Principal Keith Lambert - Trustee



Friday, May 11, 2007

Mackenzie County Council:

My concerns are with regards to the playground that is connected to St. Mary's Elementary School. This is a shared usage between the hamlet of Fort Vermilion and St. Mary's Elementary School.

On May 11, I came to the school and noticed very quickly that there was considerable damage done to the fence along River Road that encompasses the playground along the sidewalk. The damage occurred during the night of May 10. As a result of damage there are exposed metal areas, metal fence posts are twisted and bent, fence post that are taken completely from the fencing, wire is exposed all along the area and a large portion of the fence is destroyed. In total there were 9 lengths of fence that are damaged. At the same time there was a lot of broken glass in the area and I picked broken glass that was found under slides and swings. There have been numerous times that broken bottlenecks with sharp jagged edges are picked up in the covered sand areas.

I contacted the Mackenzie County and was quickly connected to Laverne Cardinal and he was extremely helpful and came by to inspect the area. I contacted Dan Dyck with the Fort Vermilion School Division and let him know about my concerns and the safety issues for my students, staff and the community at large. Dan Dyck and Laverne Cardinal were in contact with each other on this issue. As well, Const. Bedard with The Tribal Police was called and he came up to look at the situation. He would be talking to the RCMP with regards to setting up patrols in the area.

I contacted Jim Thompson with my concerns and he was very helpful in addressing the issue.

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I realize that there are many concerns within the Mackenzie County but I want the playground that the students of St. Mary's Elementary School use to be a safe place. Many parts of the playground have been destroyed over the years and this destruction is not caused by our students during the day; it occurs during the night time. I can supervise and monitor the playground during the daytime because it is my responsibility as the principal of the school but when this occurs after school hours there is nothing that I can do. This is a shared usage area but when it gets damaged the students at St. Mary's Elementary School and the community are limited with regards to recreational facilities.

It is my recommendation that the Mackenzie County would support the FVSD in the general maintenance, upkeep and replacement of playground equipment that services both the students and the community. This would be very much appreciated.

I thank you in advance for addressing my concerns.

Sincerely,

Dean Wheeler

Service .



# **MACKENZIE COUNTY** REQUEST FOR DECISION

Meeting:

**Regular Council Meeting** 

**Meeting Date:** 

May 23, 2007

Presented By:

William Kostiw, Chief Administrative Officer

Title:

**Municipal Planning Commission Meeting Minutes** 

April 26, 2007

# BACKGROUND / PROPOSAL:

Information item. The adopted minutes of the April 26, 2007 meeting is attached.

## **OPTIONS & BENEFITS:**

N/A

# **COSTS & SOURCE OF FUNDING:**

N/A

# **RECOMMENDED ACTION:**

That the Municipal Planning Commission meeting minutes of April 26, 2007 be received for information.

Author:	C. Gabriel	Review Determine	
	100	Review Date:May 16, 200	<u>07</u>

# Mackenzie County Municipal Planning Commission Meeting

Thursday, April 26, 2007 @ 6:00 p.m.

# Council Chambers Fort Vermilion, Alberta

#### **PRESENT**

Peter Braun

Chair, Councillor

Daryl Zielsdorf

Vice-Chair, MPC Member

Jack Eccles

MPC Member

Councillor Froese

Councillor

Manfred Gross
Paul Driedger

MPC Member

Eva Schmidt

Director of Planning Planning Supervisor

Vicky Krahn

Planning Administrative Support

#### 1. CALL TO ORDER

Peter Braun called the meeting to order at 6:05 p.m.

## 2. ADOPTION OF AGENDA

#### **MOTION 07-89**

**MOVED** by Jack Eccles

That the agenda be adopted with the following additions:

- 4f) Development Application 80-DP-07
  La Crete Long Term Care Auxiliary Society
  Ancillary Building (Gazebo) for Senior Citizen Home
  Plan 862 2277, Block 11, Lot 9; La Crete
- 5h) Subdivision Proposal Part of SW 5-106-15-W5M; La Crete Henry Giesbrecht
- 5i) Subdivision Proposal SE 07-109-19-W5M; High Level Rural Abe Wolfe
- 6b) Apache Canada Ltd Proposed Wellsite Hamlet of Zama
- 6c) Rural Subdivisions Private Sewage Disposal Systems

#### **CARRIED**

#### 3. ADOPTION OF MINUTES

#### MOTION 07-90 MOVED by Councillor Froese

That the minutes of the April 16, 2007 Municipal Planning Commission meeting be adopted with the following amendments:

#### 7. IN CAMERA

The Municipal Planning Commission did not go in camera.

#### **CARRIED**

#### 4. **DEVELOPMENT PERMIT APPLICATIONS**

Development Permit Applications to be discussed later on in the meeting.

#### 5. SUBDIVISION APPLICATIONS

Subdivision Applications 4a to 4g to be discussed later on in the meeting.

#### h) Subdivision Proposal Part of SW 5-106-15-W5M; High Level Rural Henry Giesbrecht

Henry Giesbrecht was present to discuss his proposed subdivision with the Municipal Planning Commission members.

At this time a subdivision application has not been received, this subdivision proposal is being presented to the Municipal Planning Commission for discussion only.

Henry Giesbrecht has discussed various options with Eva as to how he could subdivide a parcel of land from his father's quarter section. Mr. Herman Giesbecht, Henry's father, is willing to allow a subdivision off of this quarter but would prefer that this subdivision would not compromise his

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farming operation in terms of the shape of the balance of the quarter. The preference would be to have the subdivision extend to the quarter section boundary lines, therefore creating a subdivision that would exceed 10 acres.

Currently the quarter section contains two subdivisions, one portion has two, 80 acre parcels and the other portion contains a 10 acre parcel. The two, 80 acre parcels have a division line running west and east across the entire quarter section.

Administration stated that in order for another subdivision to be allowed on this quarter section the landowner would need to consolidate the portion of land that contains the two 80 acre parcels.

Administration stated that an option might be to move the west - east boundary line to run north - South thereby creating a subdivision on the east side of the quarter. This would create a panhandle on the west side of the 10 acre subdivision allowing access to the proposed subdivision.

#### MOTION 07-91 MOVED by Daryl Zielsdorf

That the subdivision proposal for Henry Giesbrecht on Part of SW 5-106-15-W5M be accepted as information.

#### **CARRIED**

#### 4. DEVELOPMENT PERMIT APPLICATIONS

a) Development Permit Application 50-DP-07 George Nickel; Garage with Variance Plan 992 0893, Block 1, Lot 2; La Crete

#### MOTION 07-92 MOVED by Manfred Gross

That Development Permit 50-DP-07 on Plan 992 0893, Block 1, Lot 2 in the name of George Nickel, be approved with the following conditions:

1. A variance of 16 square feet for the total area of the garage is hereby granted.

- 2. The maximum area of the garage shall be 720 square feet.
- 3. The highest point of the garage shall be no more than 15 feet in height.
- This garage is for residential purposes only and no commercial activity is permitted in this building or district.
- 5. Minimum building setbacks: 15.24 meters (50 feet) from the front property line; 4.6 meters (15 feet) side yard: 7.6 meters (25 feet) rear yard from the property lines.
- 6. The garage shall be constructed and finished with similar construction materials as the residence and shall compliment the natural features of the residence and site.
- 7. The architecture, construction materials and appearance of buildings and other structures shall be to accepted standards and shall compliment the natural features and character of the site and the aesthetics of the neighbouring houses to the satisfaction of the Development Authority.
- 8. No ancillary building erected/or moved onto the site shall be used as a dwelling.
- PRIOR to installation of a new access or changing location of existing access, complete a Request for Access form by contacting the Road/Maintenance Department for Mackenzie County at 928-3983. Access to be constructed to Mackenzie County standards and at the developer's expense.
- 10. The total site area (lot) shall have a positive surface drainage without adversely affecting the neighbouring properties.

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 b) Development Permit Application 63-DP-07 1092123 AB Ltd. (George Neudorf)
 6 RV Parking Stalls – Temporary
 Plan 3969 TR, Block 4, Lot 1; La Crete

#### MOTION 07-93 MOVED by Daryl Zielsdorf

That Development Permit 63-DP-07 on Plan 3969 TR, Block 4, Lot 1 in the name of 1092123 AB Ltd., be approved with the following conditions:

- 1. This permit is valid until October 31, 2007.
- Minimum RV stall setbacks: 9.1 meters (30 feet) from 101<sup>st</sup> Avenue and 101<sup>st</sup> Street; 3.0 meters (10 feet) rear yard; 1.5 meters (5 feet) side yard (west).
- 3. The thoroughfare and the RV stalls shall be adequately graveled for dust control purposes.
- A sign shall be posted, adjacent to the 101<sup>st</sup> Avenue sidewalk, clearly indicating that the RV stalls are for La Crete Motel.
- The appearance of the RV stalls shall be to accepted standards and shall compliment the natural features and character of the site to the satisfaction of the Development Authority.
- This permit may be revoked at any time if, in the opinion of the Development Authority, the proposed development has become detrimental or otherwise incompatible with the amenities of the neighbourhood.
- 7. The Municipality has assigned the following address to the noted property 10101 –101<sup>st</sup> Avenue. You are required to display the address (10101) to be clearly legible from the street and be on a contrasting background. The minimum size of the characters shall be four inches in height.
- 8. The developer must provide a secure water metering enclosure to the satisfaction of the County and the cost will be borne by the developer.

The total site area (lot) shall have a positive surface drainage without adversely affecting the neighboring properties.

#### **CARRIED**

Note: At the last MPC meeting the Developer was told that a draft of the conditions would be given to him for his opinion. Due to this procedure being forgotten, the Development Department will notify the Developer advising him that if he doesn't agree with the conditions on his Development permit, he will not need to appeal and that the application will be brought back to the Municipal Planning Commission for their consideration to revise conditions.

c) Development Permit Application 65-DP-07 John Fehr; Office Building (32 feet by 60 feet) for Commercial and Industrial Repair Shop Plan 962 1726, Block 18, Lot 10; La Crete

#### MOTION 07-94 MOVED by Councillor Froese

That Development Permit 65-DP-07 on Plan 962 1726, Block 18, Lot 10 in the name of John Fehr, be approved with the following conditions:

- Minimum building setbacks: 9.1 meters (30 feet) from 98<sup>th</sup> Avenue and 98<sup>th</sup> Street; 9.1 meters (30 feet) rear yard; 3.05 meters (10 feet) interior side yard; 9.1 meters (30 feet) exterior side yard, from the property lines.
- 2. No construction shall be on Right-of-Way Plan 802 3201.
- New construction only. The architecture, construction
  materials and appearance of buildings and other
  structures shall be to accepted standards and shall
  compliment the natural features and character of the
  site to the satisfaction of the Development Authority.
- Building to be connected to the Municipal water and sewer system and the cost of connection fees will be borne by the owner where applicable.

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- Prior to commencement of any construction, contact John Klassen, Utilities Supervisor at 928-3835 to identify water line size for service and fire protection.
- 6. The Municipality has assigned the following address to the noted property 9802-98<sup>th</sup> Avenue. You are required to display the address (9802) to be clearly legible from the street and be on a contrasting background. The minimum size of the characters shall be four inches in height.
- 7. Provide adequate off street parking as follows: The minimum parking standards are 1 space per 45 square meters of building area, which in this case is 4 public parking stalls, 1 space per each full time employee and 1 space for every 2 part time employees. "One parking space, including the driveway area, shall occupy 27.87 square meters (300 square feet)."
- 8. PRIOR to installation of a new access or changing location of existing access, complete a Request for Access form by contacting the Road/Maintenance Department for Mackenzie County at 928-3983. Access to be constructed to Mackenzie County standards and at the developer's expense.
- 9. The total site area (lot) shall have a positive surface drainage without adversely affecting the neighboring properties.

d) Development Permit Application 72-DP-07 Isaac Martens; Mobile Home Addition NW 5-106-15-W5M (Plan 042 3012, Block 1, Lot 36) River Drive Developments

#### MOTION 07-95 MOVED by Councillor Froese

That Development Permit 72-DP-07 on NW 5-106-15-W5M (Plan 042 3012, Block 1, Lot 36) in the name of Isaac Martens, be approved with the following conditions:

1. Minimum building setbacks: 38.1 meters (125 feet) front yard; 7.6 meters (25 feet) rear yard; 7.6 meters (25 feet) side yard except in the case of a corner lot, where the exterior side yard setback shall be

- increased to 15.2 meters (50 feet), from the property lines.
- 2. The undercarriage of the addition shall be screened from view by skirting or such other means satisfactory to the Development Authority.
- The architecture, construction materials and appearance of addition shall be to accepted standards and shall compliment the natural features and character of the site to the satisfaction of the Development Authority.
- The total site area (lot) shall have a positive surface drainage without adversely affecting the neighbouring properties.

e) Development Permit Application 75-DP-07 Henry S. and Sarah Krahn; Fence and Variance Plan 042 2979, Block 24, Lot 2; La Crete

#### **MOTION 07-96**

**MOVED** by Daryl Zielsdorf

That the Development Permit Application 75-DP-07 in the name of Henry S. and Sarah Krahn, be tabled until the next Municipal Planning Commission meeting so that the Director of Planning can view the subject property to ensure that vehicular visibility will not be an issue.

#### **CARRIED**

f) Development Application 80-DP-07
La Crete Long Term Care Auxiliary Society
Ancillary Building (Gazebo) for Senior Citizen Home
Plan 862 2277, Block 11, Lot 9; La Crete

#### MOTION 07-97 MOVED by Manfred Gross

That Development Permit 80-DP-07 on Plan 862 2277, Block 11, Lot 9 in the name of La Crete Long Term Care Auxiliary Society, be approved with the following conditions:

1. The Gazebo shall be constructed in the fenced area.

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- The architecture, construction materials and appearance of buildings and other structures shall be to accepted standards and shall compliment the natural features and character of the site and the aesthetics of the neighbouring houses to the satisfaction of the Development Authority.
- 3. No ancillary building erected/or moved onto the site shall be used as a dwelling.
- 4. The total site area (lot) shall have a positive surface drainage without adversely affecting the neighbouring properties.

#### 5. SUBDIVISION APPLICATIONS

a) Subdivision Application 38-SUB-05 NW 9-106-15-W5M; La Crete Vangard Realty Ltd.

#### MOTION 07-98 MOVED by Jack Eccles

That the one year time extension for 38-SUB-05 on NW 9-106-15-W5M in the name of Vangard Realty Ltd. be revised to exclude the 3 meter Public Utility Lane.

#### **CARRIED**

b) Subdivision Application 53-SUB-06 Plan 942 0168, Block 16, Lot 4 & Plan 952 3941, Block 16, Lot 5; Zama 1178387 Alberta Ltd. (Dusty Hill)

#### MOTION 07-99 MOVED by Manfred Gross

That the subdivision application 53-SUB-06 in the name of 1178387 Alberta Ltd (Dusty Hill) be tabled until the developer provides an engineers asbuilt of the existing utilities on this property.

#### **CARRIED**

#### c) Subdivision Application 01-SUB-07 Plan 982 0009, Block 24, Lot 1; La Crete Vangard Realty Ltd.

This subdivision creates four commercial lots on the west side of 101<sup>st</sup> street. Included in this subdivision is a portion of 107<sup>th</sup> avenue. According to Mackenzie County Urban Development Standards, the Developer must construct this portion of the street with curb, gutter, sidewalk and pavement.

Administration stated that it does not seem reasonable to construct an urban cross section on this portion of road at this time since 101<sup>st</sup> street doesn't have urban cross section so it would not tie into anything.

The property adjacent to this subdivision is owned by the same developer, Vangard Realty.

The Municipal Planning Commission questioned if this road could not be paved when future development to the West is pursued. The only issue was that the developer would still be held responsible for completing the urban cross section and if the balance of the property would be sold this would be completed by the new landowner.

Administration mentioned that a caveat could be put against the remainder of the parcel stating that if this parcel is developed that they would need to complete the small portion of urban cross section of 107<sup>th</sup> avenue to 101<sup>st</sup> street.

### MOTION 07-100 MOVED by Daryl Zielsdorf

That the construction of the portion of 107<sup>th</sup> Avenue within subdivision 01-SUB-07 be deferred by caveat against the remainder of 982 0009, Block 24, Lot 1.

#### CARRIED

d) Subdivision Application 14-SUB-07 SW 2-111-19-W5M (Plan 982 1131, Areas 3 and 4) High Level Airport Nor-Alta Aviation Inc.

#### MOTION 07-101 MOVED by Jack Eccles

That subdivision application 14-SUB-07 in the name of Nor-Alta Aviation Inc. on Plan 982 1131, Areas 3 and 4 be approved with the following conditions:

- 1. One Airport Industrial lot, totalling an area of 0.75 acres (0.30 hectares).
- 2. Any outstanding property taxes are to be paid on the land proposed to be subdivided or arrangements made which are satisfactory to the municipality.
- Applicant/developer shall enter into a Developer's Agreement with Mackenzie County which shall contain, but is not limited to:
  - a. Provision of access to the subdivision in accordance with Mackenzie County standards and at the developer's expense.
  - b. The developer shall obtain an access agreement through Area 3 providing legal access to the proposed subdivision from the Town of High Level prior to registration.
  - All sewage disposals shall conform to the Alberta Private Sewage Treatment and Disposal Regulations.
  - d. Prior to any development on the proposed subdivision, the developer shall obtain a development permit from the Municipality.
  - e. Utility right-of-way must remain on all lots as required by Northern Lights Gas Co-op. Any

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line relocation required as a result of the development shall be borne by the developer.

- f. Subdivision must meet ATCO Electric's conditions as follows:
  - Any existing power line easements and/or utility right of ways must remain in place.
  - No driveways or approaches may be installed under the power line without first obtaining a Crossing Agreement from ATCO Electric.
  - c. Costs associated with changes required to correct any line clearance problems as a result of the development shall be borne by the developer.
  - d. Any costs incurred for the relocation or repair of the existing electrical facilities will be the responsibility of the developer.
  - No work shall proceed under the power line without written permission from ATCO Electric.
  - f. There must be 9 meters clearance from all building, trees, and materials to the power line. The existing and any future power line route will require maintenance of a cleared right-of-way to ground level and to a minimum width of 7.0 meters on either side of the line route. The owner should be aware of the potential for brushing along the existing and possible future power line alignment.

#### **CARRIED**

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#### e) Subdivision Application 15-SUB-07 NW 15-105-15-W5M; La Crete Rural Jeff Fehr (Gerry Bernard Wieler)

#### MOTION 07-102 MOVED by Councillor Froese

That subdivision application 15-SUB-07 in the name of Jeff Fehr on NW 15-105-15-W5M be approved with the following conditions:

- 1. This approval is for a single lot subdivision, 4.05 hectares (10.0 acres) in size.
- 2. Any outstanding property taxes are to be paid on the land proposed to be subdivided or arrangements made which are satisfactory to the municipality.
- Applicant/developer shall enter into a Developer's Agreement with the Mackenzie County which shall contain, but is not limited to:
  - a. Provision of access to the subdivision and the balance of the quarter in accordance with Mackenzie County standards and at the developer's expense.
  - All sewage disposals shall conform to the Alberta Private Sewage Treatment and Disposal Regulations.
  - Prior to any development on the proposed subdivision, the developer shall obtain a development permit from the Municipality.
  - Dedication of the most southerly 5.18 metres of the proposed subdivision for future road widening.
  - e. Provision of utility right-of-way as required by Northern Lights Gas Co-op.

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- f. Subdivision must meet ATCO Electric's conditions as follows:
  - Any existing power line easements and/or utility right of ways must remain in place.
  - No driveways or approaches may be installed under the power line without first obtaining a Crossing Agreement from ATCO Electric.
  - c. Costs associated with changes required to correct any line clearance problems as a result of the development shall be borne by the developer.
  - d. Any costs incurred for the relocation or repair of the existing electrical facilities will be the responsibility of the developer.
  - e. No work shall proceed under the power line without written permission from ATCO Electric.
  - f. There must be 9 meters clearance from all building, trees, and materials to the power line. The existing and any future power line route will require maintenance of a cleared right-of-way to ground level and to a minimum width of 7.0 meters on either side of the line route. The owner should be aware of the potential for brushing along the existing and possible future power line alignment.

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f) Subdivision Application 16-SUB-07 SE 29-105-14-W5M; La Crete Rural George Martens and Lisa Unruh

#### MOTION 07-103 MOVED by Daryl Zielsdorf

That subdivision application 16-SUB-07 in the name of George Martens and Lisa Unruh on SE 29-105-14-W5M be approved with the following conditions:

- 1. This approval is for a single lot subdivision, 4.05 hectares (10.0 acres) in size.
- Any outstanding property taxes are to be paid on the land proposed to be subdivided or arrangements made which are satisfactory to the municipality.
- 3. Applicant/developer shall enter into a Developer's Agreement with the Mackenzie County which shall contain, but is not limited to:
  - a. Provision of access to the subdivision and the balance of the quarter in accordance with Mackenzie County standards and at the developer's expense.
  - All sewage disposals shall conform to the Alberta Private Sewage Treatment and Disposal Regulations.
  - c. Prior to any development on the proposed subdivision, the developer shall obtain a development permit from the Municipality.
  - d. Provision of utility right-of-way as required by Northern Lights Gas Co-op.
  - e. Subdivision must meet ATCO Electric's conditions as follows:

Municipal Planning Commission Minutes April 26, 2007 Page 16 of 22

- Any existing power line easements and/or utility right of ways must remain in place.
- No driveways or approaches may be installed under the power line without first obtaining a Crossing Agreement from ATCO Electric.
- c. Costs associated with changes required to correct any line clearance problems as a result of the development shall be borne by the developer.
- d. Any costs incurred for the relocation or repair of the existing electrical facilities will be the responsibility of the developer.
- e. No work shall proceed under the power line without written permission from ATCO Electric.
- f. There must be 9 meters clearance from all building, trees, and materials to the power line. The existing and any future power line route will require maintenance of a cleared right-of-way to ground level and to a minimum width of 7.0 meters on either side of the line route. The owner should be aware of the potential for brushing along the existing and possible future power line alignment.

#### **CARRIED**

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g) Subdivision Application 17-SUB-07 SE 16-110-19-W5M; High Level Rural High Level Golf and Country Club

#### MOTION 07-104 MOVED by Manfred Gross

That subdivision application 17-SUB-07 in the name of High Level Golf and Country Club on SE 16-110-19-W5M be approved with the following conditions:

- 1. Three Country Residential lots, totalling an area of 9.04 acres (3.66 hectares).
- 2. Any outstanding property taxes are to be paid on the land proposed to be subdivided or arrangements made which are satisfactory to the municipality.
- 3. Applicant/developer shall enter into a Developer's Agreement with the Mackenzie County which shall contain, but is not limited to:
  - a. Provision of access to the subdivision and the balance of the quarter in accordance with Mackenzie County standards and at the developer's expense.
  - All sewage disposals shall conform to the Alberta Private Sewage Treatment and Disposal Regulations.
  - c. Prior to any development on the proposed subdivision, the developer shall obtain a development permit from the Municipality.
  - d. Provision of utility right-of-way as required by Northern Lights Gas Co-op.
  - e. Provision of municipal reserve in the form of money in lieu of land. Specific amount is based on 10% of the subject land and on the current assessed value. The current municipal assessed value is \$82.64 per acre. Municipal reserve is charged at 10%, which is \$8.26 per

subdivided acre. 6.03 acres times \$8.26 equals \$49.80.

- f. Subdivision must meet ATCO Electric's conditions as follows:
  - Any existing power line easements and/or utility right of ways must remain in place.
  - No driveways or approaches may be installed under the power line without first obtaining a Crossing Agreement from ATCO Electric.
  - c. Costs associated with changes required to correct any line clearance problems as a result of the development shall be borne by the developer.
  - d. Any costs incurred for the relocation or repair of the existing electrical facilities will be the responsibility of the developer.
  - e. No work shall proceed under the power line without written permission from ATCO Electric.
  - f. There must be 9 meters clearance from all building, trees, and materials to the power line. The existing and any future power line route will require maintenance of a cleared right-of-way to ground level and to a minimum width of 7.0 meters on either side of the line route. The owner should be aware of the potential for brushing along the existing and possible future power line alignment.

**CARRIED** 

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#### i) Subdivision Proposal SE 07-109-19-W5M; High Level Rural Abe Wolfe

This subdivision proposal was presented to the Municipal Planning Commission for their comments on April 16, 2007. At this meeting, MPC requested that the Planning Department contact Footner Forest Products requesting their comments on this proposed subdivision. A letter was received from Footer Forest Products today, April 26, 2007. In this letter they indicate "FFP strongly recommends that Mackenzie County does not allow residential or Commercial Development in proximity to the mill facility".

The Municipal Planning Commission and Administration questioned what Footner Forest Products considers the proximity of the mill, would like to know exact distances.

This mill is about a mile away from this proposed subdivision. Possibly putting in buffer would be something to consider.

Administration should set up a meeting with Footner Forest Products to discuss what they considered proximity of the mill. A clearer definition is required.

#### MOTION 07-105 MOVED by Manfred Gross

That the subdivision proposal for Abe Wolfe on SE 7-109-19-W5M be tabled until the Director of Planning has met with Footner Forest Products to discuss what they consider proximity of the mill.

#### CARRIED

#### 6. <u>MISCELLANEOUS ITEMS</u>

Miscellaneous Item 6a to be discussed later on in the meeting.

#### b) Apache Canada Ltd Proposed Wellsite Hamlet of Zama

Apache Canada is proposing to drill a sour well site within the Hamlet of Zama. The proposed location of this well is on the east side of Tower Road as you enter Zama. This is undeveloped land owned by the County with developed lots near by.

The Municipal Planning Commission questioned if this development would require approval from the Energy and Utilities Board.

Administration mentioned that Apache Canada would need to contact all landowners within the Hamlet of Zama to see if everyone would be in favor of this development.

A concern with this development would be how the community members would exit the Hamlet should a major catastrophe occur. There would be no exit out of Zama due to the location of this property.

Applications like this one are unfamiliar territory for the Planning & Development Department, therefore, Administration suggested to contacting Legal Counsel to see how to deal with this development, as well as, determine what authority the County would have.

#### MOTION 07-106 MOVED by Councillor Froese

That the proposed proposed wellsite submitted by Apache Canada on NE 12-117-5-W6M within the Hamlet of Zama be received as information.

#### CARRIED

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#### c) Rural Subdivisions – Private Sewage Disposal System

For all subdivision applications, the Planning Department needs to take a look at existing Private Sewage System setbacks.

Various Planning and Development personnel have had conversations with Superior Safety Codes Officer. These conversations have revealed conflicting information in regards to setbacks for existing sewage systems.

The Planning Department needs to be consistent when it comes to telling clients what the requirements are for existing systems and what needs to be done in order to gain compliance.

If the Planning Department allows existing sewage systems, who would be held responsible if the system would present problems in the future. There is the possibility that the onus would fall on the county because it was approved by the County.

Administration mentioned that the conditions on the Developers Agreement would need to state very clearly what is to be done with the existing private sewage system and who would be held accountable if a problem should arise.

Administration should discuss these issues with Alf Durnie, Private Sewage Disposal System Chief Inspector, with Alberta Municipal Affairs. He is the authority on Private Sewage Systems.

#### a) Action List

The April 16, 2007 action list was reviewed by the Municipal Planning Commission.

Note: The Director of Planning is to contact John Bueckert in regards to Motion 07-76 on the action list.

#### 7. <u>IN CAMERA</u>

There are no In Camera items to discuss.

#### 8. <u>NEXT MEETING DATES</u>

Municipal Planning Commission meeting dates are scheduled as follows:

- Wednesday, May 9, 2007 in La Crete at 1:00 p.m.
- Thursday, May 24, 2007 in Fort Vermilion at 6:00 a.m.
- Wednesday, June 6, 2007 in La Crete at 1:00 p.m.
- Wednesday, June 20, 2007 in Fort Vermilion at 6:00 p.m.

#### 8. ADJOURNMENT

#### MOTION 07-107 MOVED by Jack Eccles

That the meeting be adjourned at 7:52 p.m.

#### **CARRIED**

These minutes were adopted this  $9^{\text{th}}$  day of May 2007.

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# MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:

**Regular Council Meeting** 

**Meeting Date:** 

May 23, 2007

Presented By:

William Kostiw, Chief Administrative Officer

Title:

**CAO** and Director Reports

# **BACKGROUND / PROPOSAL:**

Verbal reports will be provided on meeting day.

## **OPTIONS & BENEFITS:**

For information.

# **COSTS & SOURCE OF FUNDING:**

N/A

## RECOMMENDED ACTION:

That the Director of Corporate Services report be accepted for information.

That the Director of Planning & Emergency Services report be accepted for information.

That the Manager of Utilities & Facilities report be accepted for information.

That the CAO report be accepted for information.

Author:	C. Gabriel	Review Date:	May 40, 0007		
	-	ACTION Date.	May 16, 2007	CAO	

#### CAO REPORT TO COUNCIL May 23, 2007

This is a brief overview of Mackenzie County business affairs and projects. This is a very busy time with projects being prepared for tender and some smaller projects underway.

Engineering services have generally been settled:

- EXH will be working in the Hamlet of La Crete as well as rural projects and bridges.
- ISL Engineering will work in the Hamlet of Fort Vermilion and generally do water and sewer projects as well as the regional water project around High Level.
- DCL Siemens will do the engineering in Zama and area.
- Stewart Wier & Co. will do the gravel search and crushing.
- Focus is completing some carry over work and may do some private work.
- Urban Systems will do some planning work where required and complete the "LiDAR" Imaging project.

Other projects and events to discuss are listed below with background information attached (if available):

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In summary, the general business affairs of the County are in order and we are moving forward on most fronts. Thank you and I certainly look forward to a very busy and exciting year.

William Kostiw CAO



#### MINISTER OF MUNICIPAL AFFAIRS AND HOUSING

Office of the Minister MLA, Lac La Biche - St. Paul

May 18, 2007

Dear Mayor or Reeve:

I am pleased to provide you with this update regarding the recently announced Municipal Sustainability Initiative (MSI). As you are aware, the MSI will provide municipalities with an additional \$400 million in funding assistance this year, as the first step in fulfilling Premier Stelmach's commitment to provide predictable, sustainable funding for Alberta's municipal governments. Funding under the MSI will increase to \$500 million next year and \$600 million in 2009-10, and is intended to increase further to \$1.4 billion annually in 2010-11.

I know that you and your staff have a number of questions regarding this program, and I hope that this letter will be an important initial step in answering those questions.

Since the program announcement in late April, staff from Municipal Affairs and Housing and I have consulted with representatives of almost 100 municipalities from across the province as we work to develop the detailed MSi program guidelines. These consultations began in late April with representatives of the Alberta Rural Municipal Administrators Association (ARMAA), continued this month with sessions with representatives of ARMAA and the Alberta Association of Municipal Districts and Counties, the City of Edmonton, and concluded today with a session with representatives from the City of Calgary, the City of Edmonton, the Alberta Urban Municipalities Association and the Local Government Administration Association.

Our goal in these consultation efforts has been to gain a clearer understanding of municipal perspectives, so that the program guidelines we are designing provide municipalities with the flexibility they need while ensuring the necessary accountability. We will continue to consult with municipalities on the funding allocation model for future years. While we have heard a variety of opinions on the guidelines for this year's formula, broad consensus did develop on the following points:

- Capital elements of MSI should generally mirror those of the existing Alberta Municipal Infrastructure Program, and should be administered in a similar fashion;
- Application and reporting requirements for the conditional operating element of MSI should be streamlined to the greatest extent possible;
- For a project to meet the cooperative conditions under Core Capital and Community
  Capital elements of MSI, a municipality should need only to demonstrate that
  reasonable consultation (e.g. meetings, sharing of planning documents and project
  budgets, etc.) has occurred with one or more neighbouring municipalities with respect
  to the project(s) in question;

104 Legislature Building, Edmonton, Alberta Canada T5K 2B6 Telephone (780) 427 3744 Fax (780) 422 9550 4434 - 50th Avenue, St. Paul, Alberta, Canada T0A 3A2 Telephone (780) 645 6999 Fax (780) 645 5787 Toll Free From All Areas 1 866 674 6999

- For projects requiring joint funding under the Coordination Incentives component of MSI, minimum funding contributions for each municipality should be flexible enough to recognize the varying sizes and financial capacities of municipalities;
- Municipalities should have up to two years to apply for their MSI funding allocations;
- Municipalities should have at least five years to spend their annual MSI funding allocations on eligible projects;
- Municipalities should be allowed to use their own forces to carry out MSI-funded projects where they can demonstrate that this is the most cost-effective option;
- Municipalities should be allowed to stack MSI funding with funding from other grant programs where the other programs allow this;
- These funding conditions should apply only for the 2007-08 funding, and should be revisited through further consultations prior to allocation of 2008-09 MSI funding.

I have directed my staff in Municipal Affairs and Housing to develop detailed program guidelines to reflect the municipal input noted above. It is my hope that these guidelines will be available to you on or about the end of June 2007.

We recognize that each municipality is unique; therefore, I have directed Ministry staff to incorporate an additional feature within the guidelines to reflect the following commitment to each of you: If you are truly convinced that your municipality cannot meet some or all of the conditions laid out in the program guidelines, you may submit your preferred projects to my office along with a clear and detailed explanation of why the conditions cannot reasonably be met. I will give your submission fair consideration, if a legitimate case can be made for an exemption.

I am committed to ensuring that the Municipal Sustainability Initiative meets the needs of Alberta municipalities, and that it provides you with the flexibility you need while also ensuring appropriate accountability. For that reason, we have consulted extensively with municipal officials over the past several weeks, and I intend to continue consulting with municipalities in the coming months not only on MSI program conditions but also on the funding allocation model to be utilized within MSI for future years.

I welcome your comments on these issues, and look forward to further consultations with you in the coming weeks.

Sincerely,

Ray Danyluk, Minister

cc: Chief Administrative Officer

Room 301, Provincial Building Bag 900-29, 9621-96 Avenue Peace River, Alberta, Canada T85 1T4 Telephone (780) 624 6280 Fax (780) 624 2440

AR IKANPHUKIATION FK

May 14, 2007

p5/14/2007

Our File: 1560-WWP-MACK

Mr. William Kostiw Chief Administrative Officer Mackenzie County Box 640 Fort Vermilion, Alberta TOH INO

Dear Mr. Kostiw:

#### Re: Zama Water Treatment Plant

Thank you for your letter of May 9, 2007 regarding the Zama Water Treatment Plant.

Alberta Infrastructure and Transportation will authorize you or your agent, DCL Siemens Engineering Ltd., to enter into negotiations with Nason Contracting Group for construction of a water treatment plant to serve the community of Zama.

The contract is to be a unit price contract with individual item quantities and a total contract amount. The 'open book' model proposed by your consultant and the contractor are not acceptable to the department as there would be no incentive for the contractor to provide the best price on supplies and subcontractor work. Nor would the 'open book' model allow the department to determine if the prices are reasonable prior to approving the contract.

Once a proposed contract has been negotiated, please forward all details for my review and approval prior to award of any contract for construction.

Yours truly,

Koba Engleder, P.Eng. Regional Director

WF:mlb

cc: Wayne Franklin, Infrastructure Manager, Alberta Infrastructure and Transportation

# DGL SIEMENS

DCL Siemens Engineering Ltd. 101, 10630 - 172 Street Edmonton, Alberta T5S 1H8 Office: (780) 486-2000 Fax: (780) 486-9090

May 8, 2007

Nason Contracting Group 25 Corriveau Avenue ST. ALBERTA, Alberta T8N 5A3

Attention: Mr. Taylor Green

Dear Sir:

RE: MACKENZIE COUNTY - HAMLET OF ZAMA

NEW WATER TREATMENT PLANT AND RAW WATER SUPPLY WELLS PUMPING

TENTATIVE ACCEPTANCE REGARDING YOUR PRICING PROPOSAL

Thank you for your prequalification submission and your letter regarding previous experience with costplus projects and proposed strategy. It appears that your strategy is acceptable to all parties including the MD and Alberta Infrastructure and Transportation (AIT). There is the provision that total costs need to be presented before final approval can be given.

MACKENZIE GOUNTY FORT VER: 100 OFFICE

From our perspective, the following circumstances have to be met as soon as possible:

- Finalize electrical, and controls and instrumentation drawings (Jetech), 1)
- Complete overall drawings and tender package (DCL Siemens), 2)
- Pricing reflecting use of pre-selected Corix process equipment (Nason), 3)
- Meeting with County to agree on cost markup (County, Nason, DCL Siemens), 4)
- Preparation of detailed costs (Nason), 5)
- Completion of line items of conventional tender document (Nason) 6)
- Completion of alternative equipment/materials section of tender document (Nason), 7)
- Determine construction schedule (all), 8) Obtain AIT funding approval (County).
- 9) Obtain County authorization to proceed (County), 10)

At this time, there seems to be general agreement that the project should proceed once price is known. Hopefully, this substantially confirms that the Zama Water Treatment Plant Upgrade will be included in your 2007 workload. If you have questions, please call. We hope the above will be to your satisfaction.

Yours very truly,

DGL SIEMENS ENGINEERING LTD.

Dan McGuigan, P.Eng.

DM/ac

Bill Kostiw, Mackenzie County CC:

John Engleder, Alberta Infrastructure and Transportation Danny Jung, Alberta Infrastructure and Transportation

Jim Clark, DCL Siemens Engineering Ltd.

Civil and Municipal Engineers • Development Consultants • Planners

Our File: 23-04-48



MINISTER OF INFRASTRUCTURE
AND TRANSPORTATION

AR31610

April 23, 2007

Mr. Bill Neufeld Reeve Mackenzie County PO Box 640 Fort Vermilion, AB TOH 1N0

Dear Reeve Neufeld:

I am pleased to advise your council of the Alberta government cost-shared grant funding that will be provided under the Water for Life Strategy as part of the Alberta Municipal Water/Wastewater Partnership.

The grant funding for the Regio—nal Water Supply and Treatment Evaluation, as described in your letter and report of March 28, 2007, is approved for funding. The municipality will receive 100% of the eligible project cos ts or \$75,000. This grant funding percentage is in accordance with the terms of the Water for Life Strategy.

My colleague, Mr. Frank Oberle, M.L.A. for Peace River, and I are supportive of rural Alberta and grants that continue to keep. Alberta competitive.

Department staff will be contacting your administration to make the necessary arrangements for processing the financial assistance for this grant.

Sincerely,

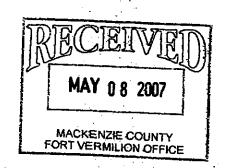
Luke Ouellette

Minister of Infrastructure and Transportation

M.L.A., Innisfail-Sylvan Lake

Mr. Frank Oberle, M.L.A., Peace River

Mr. John Engleder, Regieronal Director, Peace Region



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# Federation of Canadian Municipalities Alberta Rural Director

My name is Lorne Olsvik and I am Councillor for Division 1 in Lac Ste. Anne County. I am seeking your support as the Alberta Rural Director for the Federation of Canadian Municipalities.

Having participated in FCM in the past I recognize what a great organization this truly is. The advocacy that is done for the membership has brought very positive results and forward thinking projects.

Additionally I have been directly involved with both the Alberta Urban Municipalities Association, as their president, and the Alberta Association of Municipal Districts and Counties, and I continue to work with both organizations through various committees. I recognize the importance of both organizations in the provincial setting.

My involvement with both the Water for Life Strategy through Alberta Ingenuity and Alberta's Innovations and Sciences ICT Institute ensure that I am working on a continuous basis with a focus to preparing for the future.

The incredible growth pressures being experienced in Alberta means that the residents of Alberta require a qualified individual to bring the issues to the Federal level. I believe that I have those qualifications. In addition to working on the committees noted, I have had five terms as an elected official, representing the residents of my area.

I am asking for your support because I believe I have the experience and enthusiasm to bring the issues of all Alberta municipalities, rural and urban, to the Federal arena. I believe that the Alberta Rural Director's position would be complementary to the work that I am already involved with in the province. I believe I have the ability to carry and convey the rural message and concerns. I would appreciate the opportunity to represent Alberta as the Rural Director on the FCM Board.

Thank you for your consideration,

See you in Calgary!

If you wish to contact me, here is my contact information:

lolsvik@gov.lacsteanne.ab.ca Cell (780) 278-1544

#### FCM Elected Rural Alberta Director

My name is Tim Stone, Reeve of Saddle Hills County and I am putting my name forward for re-election to the FCM Board as the elected director for rural Alberta. I have served on a number of committees with FCM, as a member at large, previous to my election to the board and currently sit on four committees as a function of my role as director.

While we all share the common goal of providing optimum service to our residents, issues and responsibilities of municipalities vary considerably across the country. It is vitally important that the perspectives of all the varying municipalities be considered in formulating that voice.

I bring to the FCM board the background of living in and representing a rural, somewhat remote region of northwestern Alberta that continues to be challenged by the pressures of industry in its extraction of resources. I have served on a multi-stakeholder committee with industry and government to address some of the issues. As a current member of the Provincial Agricultural Service Board Committee, I have acted as a liaison in carrying their federal issues forward through the FCM.

While my background is rural, I believe I have a good understanding of the issues that face our villages, towns and cities as well. We all continue to be challenged to meet the pressures of a strong economy and the challenges of not only continuing the service that we provide, but also of addressing the wishes of our residents in bettering our communities. In addition, we face the challenge of meeting new regulated standards (specifically with regard to water by 2008), and all this within a framework of very limited financial resources.

FCM has leveraged the GST rebate and some gas tax revenue as additions to infrastructure funding, but we must continue to put forward the need for sustained funds for municipalities to meet their needs. I believe that these programs need to be flexible, simple to administrate and predictable. We need a level of assurance that time spend attempting to access these funds is not in vain.

I believe that we at the local level are best positioned to determine both the needs and the methodology of delivery of services. We have shown ourselves to be quite capable of utilizing models involving the private sector and municipal partnerships in addition to providing service in house. Each model has merit but is dependant on local conditions and application. I will continue to be a strong voice for the right of municipalities to choose which models to use as the issues may dictate.

I respectfully ask for your consideration for re-election to the FCM board of directors for the upcoming term.

Tim Stone, Saddle Hills County





Footner Forest Products Ltd.

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

May 16, 2007

#### RE: General Development Plan and Annual Operating Plan

Tolko Industries Ltd. High Level Lumber Division and Footner Forest Products Ltd. (the companies) would like to take the moment to invite you to review and comment on our annual joint General Development Plan/Annual Operating Plan (GDP/AOP) for FMA 0200040. The General Development Plan covers the five year period between 2007 – 2012. While the Annual Operating Plan covers the annual operating period from June 1, 2007 to April 30, 2008.

The companies submit the GDP document annually to Alberta Sustainable Resource Development so the government can review the following:

- integration of activities between tenure holders, First Nations and other stakeholders
- · where the companies will be harvesting over the next five years
- proposed access development
- reclamation activities

Enclosed with this letter is a DRAFT of the General Development Plan Map and Road Plan Map that you can use for reviewing and commenting. You may also wish to schedule an appointment with myself to further discuss the full version of the document and or any concerns or issues that you may have with this plan or any other activities of the companies. A copy of the DRAFT full version of the General Development Plan will be available for your review at one of our woodlands offices in High Level or by going online at <a href="https://www.highlevelwoodlands.com">www.highlevelwoodlands.com</a>.

Please note that the annual operating plan (AOP) will also be available on the companies website after July 1, 2007. However, a hard copy of the plan can be viewed at either of the woodlands offices in High.

Level after June 1, 2007. The annual operating plan includes such items as the harvest area listing, creek crossings, and potential roads to be utilized during the next year. As with the GDP, if there are any questions or concerns pertaining to the annual operating plan please feel free to contact me. My contact information is below.

Sincerely.

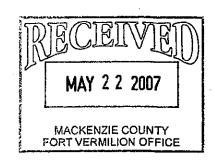
Scott McNeil Planning Forester

Footner Forest Products Ltd.

PO Box 1856, High Level, AB TOH 1Z0

Office: (780)841-3652 Cell: (780)926-7230 Fax: (780)841-3663

E-mail: scott.mcneil@footner.ca



Tourism Development and Services Branch

6th Floor, Commerce Place 10155 - 102 Street Edmonton, Alberta Canada T5J 4L6

Telephone (780) 427-6638 Fax (780) 427-0778

May 10, 2007

Dear Tourism Attraction Operator:

# Re: Good News - Funding for Tourism Highway Signs

The Honorable Hector Goudreau, Minister of Alberta Tourism, Parks, Recreation and Culture recently approved an initiative to facilitate tourism attraction operators' participation in the provincial Tourism Highway Signage Program. This special one-time initiative specifically relates to the TODS (tourist oriented directional sign) component of the program.

With funding made available through the four-percent Tourism Levy that is administered by the provincial government, the department will be providing an incentive of \$500 for each new sign, to a maximum of two new signs for each tourism attraction operator. Those that have already purchased signs will receive a rebate of up to \$500 for each sign, to a maximum of two signs. Rebate cheques will be mailed directly to applicants by Alberta Infrastructure and Transportation.

The government recognizes the important role your operation plays in making Alberta an exciting and high-quality tourism destination for visitors from within and outside Alberta. Tourism highway signage is that last piece of the puzzle that helps visitors find their way in our province. We hope this funding support will allow all operators to participate in the Tourism Highway Signage Program.

Additional information on this special, one-time initiative is attached, including the deadlines that new applicants to the TODS program must meet in order to qualify for an incentive. Applicants must meet all of the criteria and eligibility requirements that pertain to the TODS component of the tourism Highway Signage Program to take advantage of this incentive program.

For information on how you can take advantage of this one-time incentive, please contact the program administrator (Guide Sign Industries Inc.) at 1-866-560-SIGN (7446) or visit www.signupalberta.com.

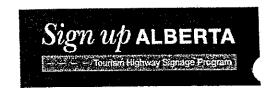
Sincerely,

Louise McGillivray

C. Laure M. Selluna

**Executive Director** 

MACKENZIE COUNTY FORT VERMILION OFFICE



# **Fact Sheet** Tourism Highway Signage Incentive and Rebate Program

Alberta Tourism, Parks, Recreation and Culture is providing a one-time incentive and rebate to tourism attraction operators to assist them with obtaining signage along Alberta's highways. This incentive and rebate program applies to Tourism Oriented Directional Signs (TODS). TODS are a component of Sign up Alberta, Alberta's tourism highway signage program.

# Tourism Oriented Directional Signs (TODS)

- To be eligible for TODS, tourism must be one of the core activities of a business. Tourism operators must:
  - o Provide a substantial experience for tourists in addition to, or as part of a business
  - O Have all relevant licenses and approvals to operate as a tourist attraction or facility
  - O Have appropriate directional signs off the highway to lead motorists to the facility
- Tourism operators are encouraged to contact program administrator Guide Sign Industries Ltd. for information about this program at 1-866-560-SIGN (7446) or visit www.signupalberta.com.
- This one-time incentive and rebate applies only to TODS (Type A, B and C) signs:



<b>←</b> 7	Green Acres Trailer Park	X
4	Lakeside Golf Course	<b>→</b> 8
S.	Sandy Cove Beach Resort	<b>→</b> 10



Type A - Major Attractions

For tourist operations that attract over 15,000 visitors per year, of which the majority of visitors reside 80 km or more from the attraction.

Type B - Regular Attractions

For attractions with fewer than 15,000 annual visitors.

Type C - Trailblazer

For any attraction type. Used only in low speed environments.

#### Rebates

- Operators are eligible for a rebate of up to \$500 for each Type A, B or C sign already purchased, to a maximum of two signs, or a maximum of \$1,000.
- If operators chose to pay for their signs in two installments, the rebate will automatically be applied towards any outstanding balance. Operators will be responsible for any balance remaining after the rebate has been applied to their account.
- Rebates will automatically be sent to tourism operators who have no outstanding balance on their account. Cheques will be mailed out in Spring 2007.

#### Incentives

• This one-time incentive is available to operators eligible for Type A, B and C signs.

• A \$500 incentive is available to operators for new signs. Operators can receive an incentive for a maximum of two signs, or a total incentive of \$1,000. Incentives only apply to the initial permit fee and do not apply to subsequent renewal fees.

• To take advantage of the full incentive, operators must apply for new signs by October 31, 2007.

• Applications received between November 1, 2007 and March 31, 2008 will be eligible for a reduced incentive of \$400 each for up to two signs, or a total incentive of \$800.

• No subsidies will be available after March 31, 2008.

• The program administrator must receive the applicant's permit fee within two weeks (14 days) after being advised of application approval.

• If the cost of new signs exceeds the incentive, operators will still have the option to pay the outstanding balance in two equal installments.

#### Sign up Alberta

• The Sign up Alberta program was launched in the spring of 2004 to improve Alberta's highway signage and to enhance the travel experience in our province.

• This program will replace outdated brown and white highway signs. New signs feature a blue and white

design that reflects current North American and European standards.

• The deadline for the removal of outdated brown and white highway signs has been extended from April 1, 2007 to March 31, 2009.

• Sign up Alberta is administered by Guide Signs Industries Ltd. on behalf of the Government of Alberta.

#### **Carol Gabriel**

From:

Sylvie King [sking@trafsigns.com]

Sent:

Wednesday, May 16, 2007 11:55 AM

To:

'Kostiw, William'

Subject: New Brunswick Sign Company

Dear William (Bill) Kostiw,

We are a sign manufacturing company from New Brunswick. We specialize in highway and regulatory signage. Our current client database extends across Canada. We have many clients in Alberta finding our prices affordable compared to local suppliers. We would love the opportunity to provide you with a quote for any of your signage needs. Here is a link to our catalogue showing common signs <a href="http://www.trafsigns.com/catalogue.pdf">http://www.trafsigns.com/catalogue.pdf</a>. If you require a copy by regular mail, please do not hesitate to contact us. Please take the time to look at our catalogue & send us a quote request (see last page of catalogue).

Thank you for your time.

Regards,

Monique Robichaud Traf Sign Systems Inc. Marketing & Sales 225 MacDougall Settlement 1-800-561-7211 ext 442 Fax: (506) 576-1117 mrobichaud@trafsigns.com www.trafsigns.com

Our intentions are to make sure you have access to fair pricing. If you'd like to be removed from our list, please reply with REMOVE in the subject line.

#### **Carol Gabriel**

Shavel Crushing

From: Sent:

To:

Maicolm Reynolds [malcolmis@shaw.ca]

Wednesday, May 16, 2007 5:01 PM

Bill Kostiw

Subject:

Developement of 3 gravel pits

Hello Bill, As per your request.

May 1/07 Pineridge moved a cat in and cleared and piled brush from North Vermillion pit.

May 7 - 11/07 Surveyors lay out the 3 pits

May 9/07 Pineridge started to excavate topsoil and overburden. They are using 3 rock trucks, two large hoes and a D6.

May 15/07 Pineridge started stripping West La Crete pit.

May 18/07 Completed stripping and overburden removal at North Vermillion.

May 21/07 Contractor doing clean up at Fort Vermillion. They also started stripping and overburden removal at West La Crete pit.

May 27 - 28/07 Contractor should finish overburden removal. They will then move on to Fitler pit and complete the 3rd pit.

June 15 ish/07 Crusher will move into North Vermillion pit and start crushing.

Regards,

Malcolm Reynolds

#### **Carol Gabriel**

From: Sent: John Szumlas [john.szumlas@aagi.ca]

Sunday, May 20, 2007 10:03 AM

To:

Anna Chandra; Mary-Anne Stanway; Eugene Wauters; Wayne Ayling; Julian Koziak; George deRappard; Shaun Miles; Lioyd Johnston; GaryFriedel; Paul Gervais; Gordon Hay; Jane Hettinger; Mike Mihaly; Sylvia Kennedy; John Brodrick; Don Grimble; Jenny Wallace; Radjko Dodic; Denis Shigematsu; Bernadette Hebert; Ray Danyluk; Randy Hodgkinson; Don Good; Michele Baldwin; Tim Stone; John Watt; Jim Spalding; Melissa Blake; Barry Robinson; Peter Kirylchuk; Paul Chalifoux; Roger Jackson; Allan Romeril; Diane Slater; Bob Miles; John Chadi; Neil Shelley; Graham Kedgley; Rene Bernier; Luc Mercier; Ralph Henderson; Dale Monaghan; Rob King; Bob Hall; Leanne Beaupre; Bill Neufeld; Bill Kostiw; Mr. Denis Ducharme; Bob

McEwen

Cc: Subject: Mike Rodzick

Peace Air Ceases Operation

Attachments:

Peace Air is no more May 18, 2007.pdf



Peace Air is no nore May 18, 2...

Attached is a Notice posted on Peace Air's Website last night. Now more then ever we need to mobilize!

John

John Szumlas

Activation Analysis Group Inc. (AAGI)

Suite 107, 4990 - 92 Ave Edmonton, Alberta T6B 2V4 Telephone: (780) 415-5163

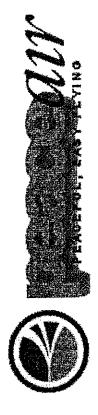
Fax: (780) 463-5280

www.aagi.ca

This communication is intended for the use of the recipient to which it is addressed, and may contain confidential, personal, and or privileged information. Please contact us immediately if you are not the intended recipient of this communication, and do not copy, distribute, or take action relying on it. Any communication received in error, or subsequent reply, should be deleted or destroyed.

eace Air nome rage

edmonton limousine



Peace Air regrets that as of the evening of May 18<sup>th</sup>, 2007, operations of the airline have ceased.

Peace Air apologizes greatly for this inconvenience and will provide updates on this website as they become available.

# Code of Conduct and Ethics for the Employees of Mackenzie County

#### **Preamble**

The people of Mackenzie County have a right to a public service which is conducted with impartiality and integrity. It is this special obligation to Mackenzie County Ratepayers that demands that there not be, nor seem to be, any conflict between the private interests of employees and their duty to the public.

At the same time, it is recognized that employees should enjoy the same rights in their private dealings as any other citizens unless it can be demonstrated that a restriction is essential to the public interest.

#### Part 1

#### **Definitions**

- 1 For purposes of this Code, unless the context otherwise requires,
  - (a) "Code" means this Code of Conduct and Ethics for the Employees of Mackenzie County, as amended from time to time;
  - (b) "employee" includes Senior Officials, wage staff and persons employed on a contractual basis;
  - (c) "minor child" refers to a child under the age of majority;
  - (d) the "private interest" of an employee does not include an interest;
    - (i) in a matter that is of general application, or
    - (ii) that affects a person as one of a broad class of the public, or
    - (iii) that affects the compensation or benefits of an employee, or
    - (iv) an interest that is trivial;
  - (e) "relative" includes spouse, children, step-children, legal dependents, parents, siblings, in-laws, grandparents, grandchildren, nieces, nephews, aunts, uncles and first cousins;

- (f) "Senior Official" means an individual who is regarded as forming part of the management of Mackenzie County;
- (g) "spouse" includes a party to a relationship between a man and a woman who are living together on a bona fide domestic basis but does not include a spouse who is living apart from the employee if the employee and spouse have separated pursuant to a written separation agreement or if their support obligations and family property have been dealt with by a court order; and
- (h) "supervise" means to directly supervise or exercise influence over the assignment of duties, performance evaluation or related responsibilities of an employee.

#### Part 2

### **Application**

#### 2 General

- (1) This Code applies to all employees. The Chief Administrative Officer has the authority in exceptional circumstances to exempt a personal services contract employee from application of the Code.
- (2) This Code is in addition to any statute pertaining to the actions of employees and to any instructions issued by Council or the Chief Administrative Officer.
- (3) Conflicts between the private interests of employees and their duty to the public not specially addressed in this Code must be dealt with according to the principles and intent of the Code.

#### Part 3

#### Administration of the Code

## 3 Department Responsibility

(1) The Chief Administrative Officer will administer the Code, and will issue instructions as necessary for implementation of the Code.

- (2) The Chief Administrative Officer may issue supplementary departmental instructions which modify but do not detract from matters dealt with in this Code, provided that the supplemental instructions are not more permissive than this Code.
- (3) The Chief Administrative Officer or Council will promote the Code and any supplemental Codes on a regular basis to ensure that employees are aware of their obligations.

#### 4 Council Responsibility

Council will administer this Code with respect to Chief Administrative Officer and Senior Officials.

#### 5 Personnel Administration Office Responsibility

Any questions regarding the interpretation or application of this Code are to be directed to the Chief Administrative Officer or Council as a whole.

#### Part 4

# **Employee Responsibilities Under The Code**

## **General Employee Responsibilities**

# 6 Impartiality

Employees are expected in all regards to conduct their duties with impartiality.

#### 7 Disclosure

Employees are required to disclose to the Chief Administrative Officer or Council any situation involving them which is a conflict or an apparent conflict of interest prior to any action.

# 8 Furthering Private Interests

(1) Employees are in conflict of interest and in violation of this Code and subject to dismissal for cause if they:

- (a) take part in a decision in the course of carrying out their duties, knowing that the decision might further a private interest of the employee, their spouse or minor child, or
- (b) use their public role to influence or seek to influence a Council decision which could further a private interest of the employee, their spouse or minor child, or
- (c) use or communicate information not available to the general public that was gained by the employee in the course of carrying out their duties, to further or seek to further a private interest of the employee, their spouse or minor child.

### Specific Employee Responsibilities

#### 9 Dealings with Others

(1) Employees who exercise regulatory, inspection or other discretionary authority over others shall disqualify themselves from dealing with anyone with whom the relationship between them may bring the employee's impartiality into question, with respect to those functions.

In situations where this would impair service delivery, employees must advise the Chief Administrative Officer or Council as a whole of the details before exercising their authority. Once the Chief Administrative Officer or Council has been notified the employee shall only exercise their authority in accordance with instructions received.

(2) Subject to prior approval by the Chief Administrative Officer or Council as a whole, relatives of an employee may work in the same Branch, Division, Institution or Department provided there is no opportunity to exercise favoritism and no conflict of interest exists for the employees involved.

An employee may not supervise a relative unless there are extenuating circumstances and the Chief Administrative Officer or Council as a whole approves an exemption from this section of the Code.

- (3) In the staffing process, selection panel members shall disqualify themselves from competitions where applicants include relatives or other individuals where the continued participation of the panel member could raise a question as to their impartiality.
  - When recruiting wage staff or persons to special employment programs, the selection shall also be done impartially in accordance with section 6 of the Code.
- (4) Employees shall, so far as it is known to them, disclose and discuss with the Chief Administrative Officer or Council situations which may be or may appear to be conflicts of interest under this section.

#### 10 Outside Employment

- (1) Employees may take supplementary employment including self employment unless such employment:
  - (a) causes an actual or apparent conflict of interest, or
  - (b) is performed in such a way as to appear to be an official act, or to represent a Mackenzie County opinion or policy, or
  - (c) interferes through telephone calls, or otherwise, with regular duties, or
  - (d) involves the use of Mackenzie County premises, equipment or supplies, unless such use is otherwise authorized.
- (2) Prior to accepting any supplementary employment where it appears or where they believe that a conflict of interest might arise, employees are required to notify the Chief Administrative Officer or Council in writing about the nature of such supplementary employment.
- (3) Employees shall not accept additional compensation for duties which they perform in the course of their employment.
- (4) Employees shall not allow the performance of their official duties to be influenced by offers of future employment or the anticipation of offers of employment.

#### 11 Teaching

Employees may with the consent of the Chief Administrative Officer or Council, teach courses at institutions for a fee during normal working hours provided that (a) acceptable arrangements can be made for the employee to perform all regular duties, and (b) course preparation and marking is done on the employee's own time, and (c) no other conflict arises.

Where the teaching duties infringe upon normal duties, the Chief Administrative Officer or Council may deny the request or may require that all or part of the fee received be paid to the Mackenzie County.

#### 12 Volunteer Activities

Employees are encouraged to participate in volunteer activities however the restrictions as listed in section 10(1) also apply to volunteer activity.

Employees who are actively associated on a volunteer basis with any organization shall disclose to the Chief Administrative Officer or Council their interest in such an organization where a conflict of interest may arise.

Such employees shall disqualify themselves from participating in any Mackenzie County decision which could impact the organization.

# 13 Investment and Management of Private Assets

- (1) Where an actual or proposed business or financial interest of an employee, or of the employee's spouse or minor children is affected, appears to be affected or may be affected by actions taken or decisions made in which the employee participates in the course of their employment, the employee shall disclose the business or financial interest to the Chief Administrative Officer or Council.
- (2) If an actual or apparent conflict of interest situation exists under this section, the Chief Administrative Officer or Council shall determine the method of resolution of the

situation.

Options for resolution include requiring the use of a blind trust, divestment of the asset, or employment action ranging from transferring the employee to termination of employment.

- (3) The Chief Administrative Officer or Council may require financial disclosure of employees in specific positions where, in the opinion of the Chief Administrative Officer or Council, conflict could likely occur.
- (4) Information which is disclosed to the Chief Administrative Officer or Council under this section shall be maintained on a confidential basis by the Chief Administrative Officer or Council.

#### 14 Acceptance of Gifts

- (1) Employees shall not accept fees, gifts or other benefits that are connected directly or indirectly with the performance of their duties, from any individual, organization or corporation, other than:
  - (a) the normal exchange of gifts between friends;
  - (b) the normal exchange of hospitality between persons doing business together;
  - (c) tokens exchanged as part of protocol;
  - (d) the normal presentation of gifts to persons participating in public functions.

# 15 Political Activity

- (1) There is no restriction upon participation in political activity by employees except that:
  - (a) They must not participate directly in soliciting contributions without Council approval.
  - (b) Senior Officials and those employees who occupy positions in the executive manager classes of the management compensation plan may not seek nomination as a candidate in a federal or provincial

election, nor hold office in a political party or constituency association unless approved by Council. They may become candidates in a municipal election with the prior approval of the Chief Administrative Officer or Council as appropriate, who will consider the general principles of the Code when reviewing such a request.

Furthermore, employees who will be available as candidates for municipal elections must resign on or prior to Nomination Day. Such employees may reapply for their positions held prior to resignation, which will be subject to acceptance and approval, at the sole discretion, of the Chief Administrative Officer or Council.

- (c) Employees who run as candidates in a provincial or federal election must take a leave of absence without pay commencing on the day after the writ for the election is issued or on the day that their candidacy is publicly announced, whichever is later. The restriction of soliciting contributions shall not apply to such employees once the leave of absence commences.
- (2) Employees who are elected to federal or provincial office shall resign their employment effective the day of the election.
- (3) Employees who seek election and are not elected, are entitled to return to the same or similar employment, effective the day after the election.

#### 16 Public Statements

- (1) Employees who speak or write publicly shall ensure that they do not release information in contravention of their employment.
- (2) The responsibility for maintaining the confidentiality of information or documents includes the responsibility for ensuring that such information or documents are not directly or indirectly made available to unauthorized persons.

(3) Employees must adhere to the requirements of the Freedom of Information and Protection of Privacy Act.

#### 17 Trade Knowledge and Intellectual Property

- (1) Any product or technology developed by employees in the course of their employment with the Mackenzie County is the property of the Mackenzie County.
- (2) An employee shall not sell, trade, market or distribute any such product or technology unless otherwise authorized by the Chief Administrative Officer or Council.

#### Part 5

## **Mackenzie County Land and Resources**

#### 18 Dealings in Mackenzie County Land

(1)

- (a) In all cases other than described in section 19, an employee is authorized to bid on or, provided Chief Administrative Officer approval is obtained under section 18(1)(b), to acquire an estate or interest in Mackenzie County land if:
  - (i) the employee has obtained the prior approval of the employee's Chief Administrative Officer or Council, and
  - (ii) the employee has disclosed that they are an employee and the details of their employment.
- (b) The Chief Administrative Officer or Council shall review and may approve the transaction only if:
  - (i) it is consistent with Mackenzie County objectives, and
  - (ii) the terms of the transaction are fair and reasonable, and
  - (iii) no conflict of interest exists.
- (2) If an employee has obtained an estate or interest in

Mackenzie County land in compliance with the Code, the employee may renew that estate or interest without obtaining approval from the Chief Administrative Officer or Council.

- (3) Where an employee owns or has an estate or interest in land being purchased by the Mackenzie County,
  - (a) the employee shall declare their employment status to the Chief Administrative Officer or Council of the involved in the transaction, and
  - (b) the Chief Administrative Officer or Council shall review and may approve the transaction.

# 19 Acquiring Permits or Licenses for Mackenzie County Resources

- (1) An employee is authorized to do one or more of the following:
  - (a) acquire a local timber permit or an interest in a local timber permit under the Forests Act, where the permit or interest is acquired for the employee's own use and not:
    - (i) for commercial purpose, or
    - (ii) for the purpose of re-selling timber;
  - (b) acquire a license to conduct placer mining under the Metallic and Industrial Minerals Regulation (Alta. Reg.66/93 as amended);
  - (c) acquire a permit or an estate or interest in a permit to recover exposed ammonite shell under the Ammonite Shell Regulation (Alta.Reg.59/89 as amended);
- (2) An employee is authorized to acquire a registered fur management license under the Wildlife Act, except that an employee under the administration of the Minister of Environmental Protection shall have the prior approval of their Chief Administrative Officer or Council, in order to acquire such a license.



#### Part 6

#### **Review Process**

#### 20 Review of Decision

(1) An employee may apply to Council as a whole for a review of a ruling of a conflict of interest by the Chief Administrative Officer, under this Code.

#### Part 7

# **Penalties and Consequences**

### 21 Penalties and Consequences

(1) Employees who do not comply with any provisions of this Code may be subject to disciplinary action, up to and including dismissal.



# **COUNCIL & MANAGEMENT WORKSHOP**

June 28 & 29, 2007 Chateau Louis Hotel & Conference Centre 11727 Kingsway, Edmonton, AB (Crown Suite)

Wednesday, June 27, 2007		
7:00 pm	Informal gathering and Appetizers (Crown Suite)	
Thursday, June	28, 2007	
7:30 am	Breakfast (on your own)	
8:30 am	General Overview of Workshop	
9:00 am	Complete CAO Evaluation (includes review of County operations)	
12:00 pm	Lunch (Crown Suite)	
1:00 pm	General Discussion on 'Councillor' Priorities	
2:00 pm	Work on Resource Inventory and Long Range Plan	
6:00 pm	Dinner (Crown Suite)	
7:30 pm	Social Time with Government, Lawyers, and Auditors (Crown Suite)	

Friday, June 29	2007
7:30 am	Breakfast (on your own)
8:30 am	Reconvene Workshop
9:00 am	Roberto Noce (Duncan & Craig LLP)  • Election 2007 Council Briefing  • New Legislation for Councillors
12:00 pm	Lunch (Crown Suite)
1:00 pm	Complete Long Range Plan
3:30 pm	Adjournment

#### Carol Gabriel

From:

Bill Gish [Bill.Gish@gov.ab.ca]

Sent:

Friday, May 11, 2007 2:34 PM

To:

Carol Gabriel

Cc:

John Engleder; neufelds@telusplanet.net

Subject:

FW: La Crete Ferry at Tompkins Landing - May 11, 2007

Attachments:

DSCN0315.JPG; DSCN0316.JPG; DSCN0321.JPG; DSCN0300.JPG; DSCN0302.JPG; DSCN0303.JPG; DSCN0304.JPG; DSCN0305.JPG; DSCN0309.JPG; DSCN0314.JPG



















DSCN0315.JPG DSCN0316.JPG DSCN0321.JPG DSCN0300.JPG DSCN0302.JPG DSCN0303.JPG DSCN0304.JPG DSCN0305.JPG DSCN0309.JPG (23 KB) (39 KB)

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DSCN0314.JPG (43 KB)

<<pre><<DSCN0315.JPG>> B <<DSCN0316.JPG>> il <<DSCN0321.JPG>> l <<DSCN0300.JPG>> Ko <<DSCN0302.JPG>> st <<DSCN0303.JPG>> iw <<DSCN0304.JPG>> <<DSCN0305.JPG>> <<DSCN0309.JPG>> Atta <<DSCN0314.JPG>> ched are some pictures of the LaCrete Ferry early this morning. I'm sorry but the pictures that were taken last night did not turn out due to it was raining at the time.

Rommel our MCI arranged for the ferry to try and dock on the west side this morning, but as I mentioned to you yesterday the ferry can not reach the dock due to the depth of water being too shallow at the docking point. In order for the ferry to dock the water level has to recede about a meter from the point it is at now. In monitoring the river level on the Alberta Environment website the river level has not dropped between midnight last night and 10:00am this morning. There are a number of tributaries to the Peace River which are flowing heavily into the Peace River at this time due to recent rains and snow melt which do not help our situation at the ferry.

The department and our maintenance contractor have been monitoring the situation closely and will pursue to put the LaCrete Ferry back in operation ASAP.

If you want to discuss further please give me a call.

Bill Gish

Operations Manager

Peace River District

Alberta Infrastructure and Transportation

----Original Message----

From: Rommel Directo

Sent: 11 May, 2007 1:45 PM

To: Bill Gish

Cc: Peter Van de Ligt; Jamshid Yazdani

Subject: La Crete Ferry at Tompkins Landing - May 11, 2007

Bill,

My apologies it took so long to send you the photos. It was raining heavily yesterday at Tompkins Landing at around 6:00 pm so I opted to meet up with the ferry this morning at around 9:30 am so we can get a better feel on where we're at in terms of the high water level. LGC Ferry Supervisor and MCI observations are as follows.

JSCN0315 - Photo of graduated stick (by the foot) that the operators of the ferry utilize. This is the dept of the water at the deepest point. Note the mark close to the water is approx. +/- 4.0 feet.

DSCN0316 - Left thumb of the La Crete Ferry Supervisor shows how deep the water is. Right finger shows the approx. location of the propeller.

DSCN0321 - Approximate location where the Ferry might be able to accommodate light traffic.

DSCN0300 - Water mark on the pontoon. Note the water line or mark when the Ferry is loaded. (Approx. 0.5 to 0.6 of a meter)

DSCN0302 - Water mark on the pontoon.

DSCN0303 - South side. Note the edge of grass. This is the normal location of the water edge and this is where the docks are normally lined up during normal operation. As you notice there is quite a bit of water (approx. 4 feet).

DSCN0304 - North side. Note the edge of grass. This is the normal location of the water edge and this is where the docks are normally lined up during normal operation. As you notice there is quite a bit of water (approx. 4 feet).

DSCN0305 - View of the ramp and apron. Note the height difference. The Ferry cannot get any closer anymore (risk of damage to the propeller and drive legs). If we move the docks further out to the water and the Ferry further back, the docks will be significantly lower than the Ferry and the apron.

DSCN0309 - View to the south. Better view of the edge of grass that I mentioned on DSCN0303.

DSCN0314 - Photo of propeller guard. The propeller is approx. 3.5 feet below.

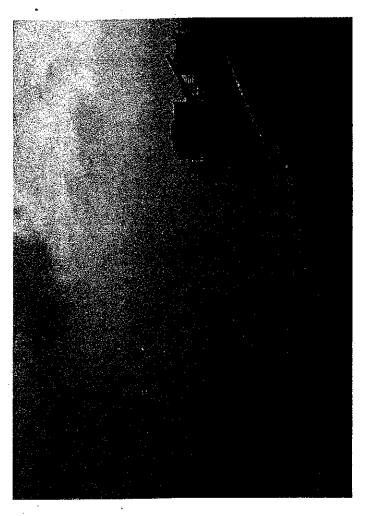
I Hope this helps to explain the situation.

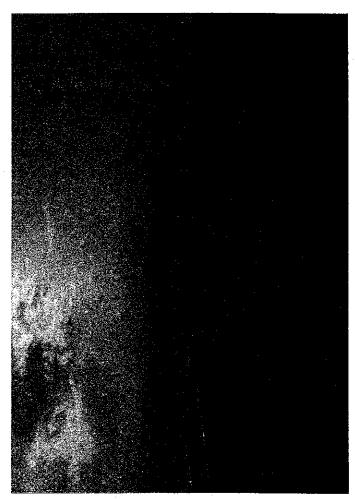
Rommel Directo
Maintenance Contract Inspector - High Level Alberta Infrastructure and Transportation
Tel# (780) 926-2241 Fax# (780) 926-2664
rommel.directo@gov.ab.ca

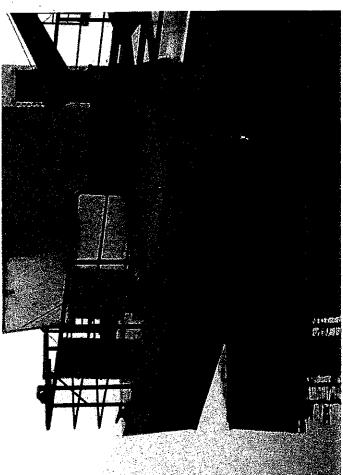
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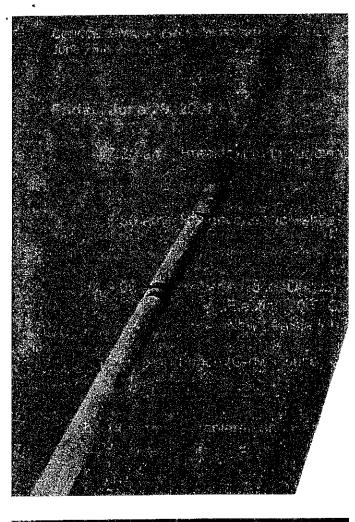
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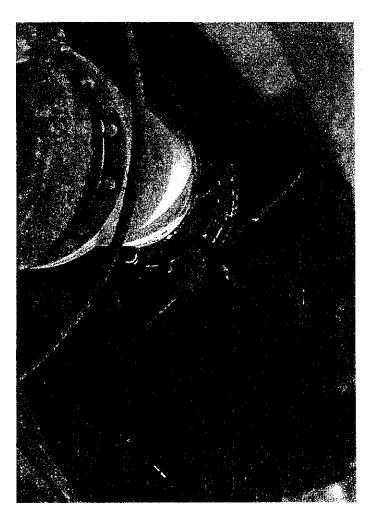




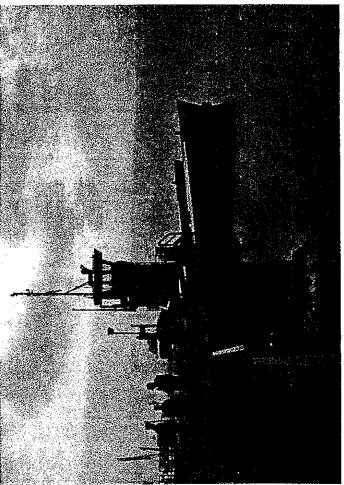




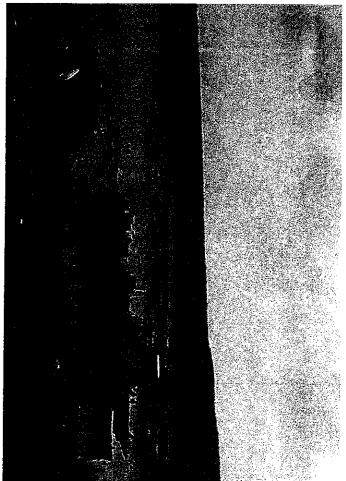




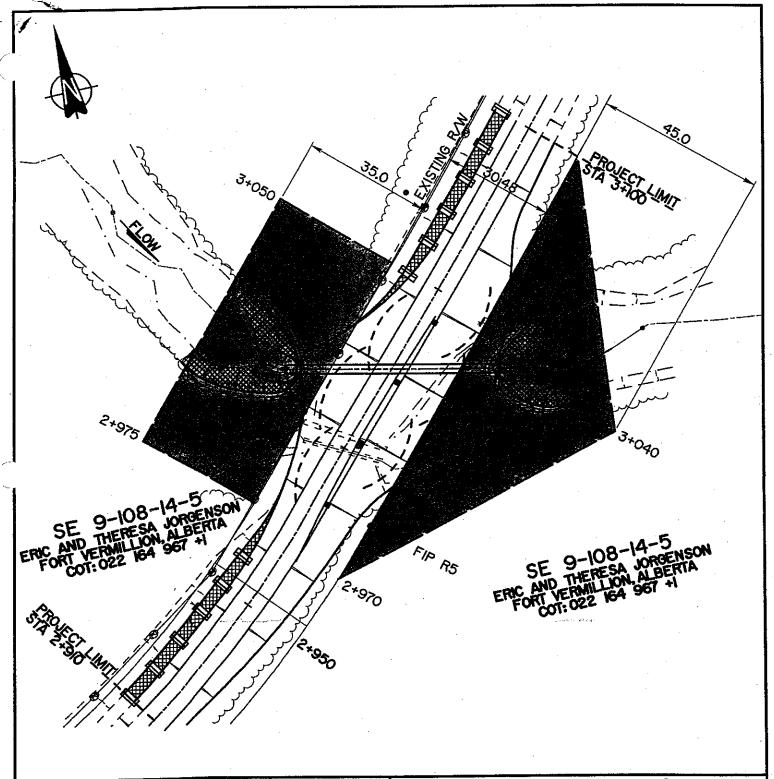








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ADDITIONAL RIGHT-OF-WAY REQUIRED SHOWN THUS . .



AREA OF ADDITIONAL RIGHT-OF-WAY

SE 9-108-14-5

0.56 ha I.4 Acres

PRELIMINARY





WATERCOURSE CULVERT
ON LOCAL RD, 20 km W OF FORT VERMILLION
RIGHT-OF-WAY REQUEST #1

DATE: SG 2007-05-03

SCALE: 1:1000 BRIDGE FILE: 86154

PLAN NO. **86154-RO** I From:

Henry Enns [h.enns@sasktel.net]

Sent:

Tuesday, May 15, 2007 8:01 PM

To:

**Bill Kostiw** 

Subject: servicing 4G

#### Dear Sir:

You expressed a concern yesterday regarding my servicing of the four lots in Phase 4G. I feel I should offer an explanation.

We always have engineering supervision when we do our developments but in this situation the mains were already in place. What remained to be done was the installation of the services.

This meant that most of the information for the as-built drawings is in place. The survey is complete so there was no question as to where the valves should be placed.

The valve boxes indicate the location of the ccs. We used a 10 ft. bury.

The 2X4s indicate the end of the sewer services. The 2X4s are also 10 ft long. We used 45 degree elbows at the sewer mains.

As for our "incident", I have filed a report with O, H, and S.

I trust that this information is of help.

Sincerely' Henry Jay Enns

Internal Virus Database is out-of-date. Checked by AVG Free Edition.

Version: 7.5.446 / Virus Database: 268.18.14/727 - Release Date: 3/19/2007 11:49 AM



#### INTERNATIONAL, INTERGOVERNMENTAL AND ABORIGINAL RELATIONS

Office of the Minister MLA, Fort-McMurray - Wood Buffalo

May 11, 2007

Mr. Bill Neufeld ·
Reeve
Mackenzie County
PO Box 640
Fort Vermilion, Alberta
TOH 1N0

Dear Mr. Neufeld:

Alberta and British Columbia signed the *Trade, Investment and Labour Mobility Agreement* (TILMA) on April 28, 2006. TILMA is a landmark agreement intended to ease the movement of goods, services and investments between the two provinces. The Agreement will create the second largest economy in Canada composed of 7.7 million people, which leads to more opportunity and choice for consumers, investors, workers and entrepreneurs.

TILMA came into effect on April 1, 2007, however, a two-year transitional period allows both provinces to properly identify and address areas that require additional consultations and negotiations. This includes expanding the agreement to municipalities, municipal organizations, school boards and publicly funded academic, health and social service entities commonly referred to as the MASH sector. Alberta and British Columbia have committed to extending the coverage of TILMA to the MASH sector by April 1, 2009. During the transitional period, the MASH sector will continue to operate under the existing national Agreement on Internal Trade.

In this regard, my Ministry is holding consultations with Alberta municipalities. The consultations will provide an overview of TILMA and an opportunity to provide input on the Agreement as it relates to the MASH sector. I invite you to send two representatives to one of the consultation sessions. We have also worked closely with the Alberta Urban Municipalities Association and the Alberta Association of Municipal Districts and Counties, and have invited their representatives to the sessions.

.../2

Mr. Bill Neufeld Page Two May 11, 2007

Enclosed are the locations and times of the consultation sessions and a discussion paper that provides background information to assist stakeholders in preparing for the consultation. You may also visit <a href="https://www.tilma.ca">www.tilma.ca</a> for a full copy of the TILMA.

Please RSVP the names of your representatives and the session they will be attending to Cynthia Tait, Administrative Assistant, Trade Policy Section, International, Intergovernmental and Aboriginal Relations, via e-mail: <a href="mailto:cynthia.tait@gov.ab.ca">cynthia.tait@gov.ab.ca</a> or phone: 780-422-1564 by May 22, 2007.

Your input is critical in shaping the final agreement as it relates to municipalities. I look forward to working with you to finalize an agreement that sets the "gold-standard" for interprovincial trade, investment and labour mobility within Canada.

Best personal regards,

**Guy Boutilier** 

Minister of International, Intergovernmental and Aboriginal Relations

Enclosures

cc: The Honourable Ray Danyluk

In South

Minister of Municipal Affairs and Housing



# MEMBER BULLETIN

Update: TILMA Consultations

Further to the AAMDC Member Bulletin "Fair Trade: Trade, Investment and Labour Mobility Agreement Position Paper" of May 9, 2007, the AAMDC would like to inform the members of the upcoming TILMA consultations.

The ministry of International, Intergovernmental and Aboriginal Relations will be holding nine consultation sessions to provide municipalities with an opportunity to express their concerns with the Agreement. Each municipality is invited to send two representatives to one of the following sessions:

- May 29 Lethbridge Lodge Hotel & Conference Centre, 320 Scenic Drive
- May 30 Medicine Hat Lodge, 1051 Ross Glen Drive S.E.
- June 4 Carriage House Inn Calgary, 9030 Macleod Trail South
- June 11 Red Deer Lodge, 4311 49 Avenue
- June 12 Ramada Hotel Edmonton, 11834 Kingsway
- June 14 Best Western Wayside Inn & Suites Lloydminster, 5411 44 Street
- June 19 The Sawridge Inn & Conference Centre Fort McMurray, 530 MacKenzie Boulevard
- June 20 Holiday Inn Hotel and Suites Grande Prairie, 9816-107 Street
- June 21 Best Western High Road Inn Edson, 300 52 Street

Each session will run from 10 a.m. to 2 p.m., and lunch will be provided. To RSVP, please contact Cynthia Tait, Administrative Assistant, Trade Policy Section, International, Intergovernmental and Aboriginal Relations, via e-mail: cynthia.tait@gov.ab.ca or phone: 780-422-1564 by **May 22, 2007**.

The Government of Alberta, in preparation for the consultations, has prepared a discussion paper (attached). For more information on the TILMA, please visit the Agreement's official website: www.tilma.ca.

Enquiries may be directed to:

Andre Tremblay, AAMDC
Director of Advocacy, Policy and Communications
(780) 955.4079

Karissa Potiuk, AAMDC Policy Analyst (780) 955.4094

т. At 191⊇8N5; Phone (780),955.3639; Eax. (780),955.3615. Web www.

**Attachment** 



## JEANES TEAL

THE BO - ALBERTA TRADENN VESTMENT AND LABOUR MOBILITY LORGEME.

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THE AUBERTAVASSOMETHOREOF MUNICIPAL DISTRICTED AND COUNTRIES

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## FREQUENTLY ASKED QUESTIONS:

# FAIR TRADE: THE BC - ALBERTA TRADE, INVESTMENT AND LABOUR MOBILITY AGREEMENT (TILMA) POSITION PAPER

Partners in Advocacy & Susiness

In 2006, the governments of Alberta and British Columbia signed the Trade, Investment and Labour Mobility Agreement (TILMA).

#### WHAT IS THE TILMA?

The TILMA consists of a set of general rules and special provisions that apply to all government measures such as legislation, regulations, standards, policies, procedures and guidelines that affect trade, investment and labour mobility. The TILMA eliminates overlap and duplication in provincial regulations, where appropriate, to facilitate trade, investment and labour mobility. The TILMA is designed to lower costs for workers, businesses and consumers in BC and Alberta. As a result, the Agreement aims to make BC and Alberta more attractive to workers, businesses and investors.

## WHEN DOES THE TILMA COME INTO EFFECT?

The TILMA came into effect on April 1, 2007. There is a two-year transitional phase for municipalities; however, during this time, municipalities may not enact or amend bylaws to be less consistent with the TILMA than currently existing local bylaws.

#### WHAT IS THE TRANSITION PHASE?

The TILMA transition phase began on April 1, 2007 and will run for two years. The transitional period is designed to give both provinces time to conduct further negotiations and consultations regarding the expansion of the TILMA to local governments, health authorities, Crown Corporations and other stakeholders. It also provides the governments time to work with the regulatory bodies for occupations that do not yet meet the TILMA requirements.

## HOW AND WHEN WILL THE GOVERNMENT CONSULT WITH MUNICIPALITIES?

The Government of Alberta will conduct a series of consultations for municipalities from the end of May to the end of June 2007. Tentatively, they are planned in the following nine communities:

- Calgary
- Edmonton
- Medicine Hat
- Lethbridge
- Lloydminster

- Red Deer
- Fort McMurray
- Grande Prairie
- Edson

Further background information on the TILMA and details for these one-day, facilitated discussions will be provided shortly by the Government of Alberta.

## HOW DOES THE TILMA AFFECT MUNICIPALITIES?

Should a municipal bylaw be found to restrict trade, investment and labour mobility, the municipality will have to change or amend that bylaw so as to be consistent with the TILMA.

According to the Government of Alberta, "TILMA is not intended to reduce the ability of local governments to establish or maintain bona fide, non-discriminatory measures, such as zoning bylaws, height restrictions or rules applying to signage." However, there are some provisions in the TILMA, such as the reduced procurement thresholds, that could significantly affect municipalities and the way they operate.

## DOES THE TILMA REPLACE THE AIT?

No, the TILMA applies only to the provinces of British Columbia and Alberta. The Agreement on Internal Trade (AIT) applies to all provincial and territorial governments, as well as to the federal government. The TILMA is established under Article 1800 of the AIT, which permits the parties to enter into additional arrangements to liberalize trade, investment and labour mobility beyond the level required by the AIT.

## WHAT ARE "PROCUREMENT THRESHOLDS"?

A procurement threshold is the minimum budgeted amount required for a project to be formally tendered.

Procurement refers to the process of acquiring goods, works and services, covering acquisition from third parties and from in-house providers. The process spans the whole life cycle from identification of needs, through to the end of a services contract or the end of the useful life of an asset.

#### WILL CONSULTATIONS EXTEND PAST THE TRANSITION PHASE?

The Government of Alberta has not committed to a formal consultation process after April 1, 2009; however, the AAMDC is recommending that the Minister establish an Advisory Committee whose mandate will extend past the end of the transition phase to advise the Minister of any subsequent issues.

#### WHAT IS THE AAMDC DOING REGARDING THE TILMA?

The Association has been in close contact with the Ministry of International, Intergovernmental and Aboriginal Relations to ensure that the membership is aware of the consultation dates and locations. In preparation for these consultations, the Association has prepared a position paper entitled *Fair Trade* that outlines a series of recommendations, as well as this FAQ document.

## WHAT DOES THE FAIR TRADE POSITION PAPER RECOMMEND?

Fair Trade recommends that the Government of Alberta:

- 1. Increase procurement thresholds for municipalities and include a provision that factors inflationary increases into the thresholds;
- 2. Include a section that allows municipalities to award contracts to local companies;
- 3. Clarify the dispute resolution process, roles and responsibilities and include a provision that protects against illegitimate or unreasonable claims;
- 4. Establish a framework for penalties and enforcement;
- 5. Reconsider the maximum penalty as it relates to the financial capacity of Alberta's rural municipalities;
- 6. Clarify the responsibilities of municipalities during the transition period;
- 7. Create a multi-stakeholder Advisory Committee that includes municipal representatives to advise the Minister during and following the transition period; and
- 8. Establish a committee at the political level comprising the Minister of International, Intergovernmental and Aboriginal Relations; the presidents of the AAMDC, the AUMA and the Union of British Columbia Municipalities (UBCM); and the BC Minister of Economic Development.

# WHAT CAN MY MUNICIPALITY DO TO BE INVOLVED IN THE CONSULTATION PROCESS?

The Government of Alberta will be inviting representatives from each of Alberta's municipalities to attend a facilitated consultation session. The AAMDC encourages its members to attend the consultation session and to take the time to adequately prepare beforehand. This includes being familiar with the Association's position paper and other opinions being expressed, in favour of and against, the TILMA.

## IS THE TILMA BEING CONSIDERED IN OTHER PROVINCES?

Various other provinces have expressed an interest in becoming part of the TILMA. Other municipal associations, such as the Saskatchewan Urban Municipalities Association (SUMA) (www.suma.org) have voiced concerns over joining the TILMA. As yet, only Alberta and British Columbia have signed the Agreement.

## WHERE CAN I GO FOR MORE INFORMATION?

There is an official TILMA website (www.tilma.ca) as well as a number of other papers, articles and opinions on the TILMA available online.

## INTRODUCTION

On April 1, 2007, the Trade, Investment and Labour Mobility Agreement (TILMA) between the governments of Alberta and British Columbia came into effect. The Government of Alberta has committed to a two-year transition phase, during which it will consult with municipalities. This agreement has the potential to have a significant impact on how municipalities operate, particularly in the areas of procurement and legislation. The AAMDC is committed to advocating on behalf of municipalities to ensure that its members are not negatively affected by the TILMA.

## TILMA

The TILMA is a trade agreement between the provinces of British Columbia and Alberta designed to decrease provincial barriers to trade, investment and labour mobility. The TILMA focuses on two key goals:

- No obstacles: Governmental measures (legislation, policy or other procedure) will not restrict or impair trade, investment or labour mobility between the two provinces; and
- Non-discrimination: There will be no preferential treatment of a province's people, investments and goods, except for justified actual cost-of-service differences.

The TILMA aims to build upon the provisions of the Canadian Agreement on Internal Trade (AIT) in dealings between Alberta and British Columbia. In the case of dealings with provinces outside of the TILMA, the AIT is still enforced. Further, according to Part II, Article 1.2, "In the event of an inconsistency between any provision in Parts II, V and VI of [the TILMA] and any provision of the AIT, the provision that is more conducive to liberalized trade, investment and labour mobility prevails between the Parties."

## **GUIDING PRINCIPLES**

In preparing this position paper, the AAMDC ensured that all of the recommendations contained within are guided by the principles of:

- Fair treatment and engagement of all stakeholders;
- Transparency of the consultation and legislative process;
- Consistency between the TILMA and other Government of Alberta legislation;
- Flexibility in amending the TILMA to better reflect municipal realities;
- Cooperation between the various stakeholders;
- Timeliness of consultations; and
- Clarity of information and the Agreement.

## **RECOMMENDATIONS AND RATIONALE**

1. Increase procurement thresholds for municipalities and include a provision that factors inflationary increases into the thresholds.

The TILMA significantly decreases the procurement thresholds (the minimum budget required to tender a project) as set by the Agreement on Internal Trade (AIT).

#### **Procurement Thresholds**

	TILMA	
Goods	\$10,000 \$1,000 \$100,000	
Services	\$75,000 \$ 1 \$100,000	
Construction	\$100,000 \$250,000	

By decreasing procurement thresholds, municipalities will be required to tender a greater number of projects - an expensive and time-consuming process. The administrative costs to municipalities incurred by increased tendering will most likely not be offset by the receipt of lower bids. The AAMDC insists that the thresholds be increased to no lower than the former AIT thresholds.



Further, the procurement threshold amounts are fixed, which does not account for inflation and the decrease in real dollar purchasing power. Construction costs in particular have increased dramatically; for example, capital expenditure on capital equipment and machinery in Alberta has leapt 111 per cent since 2001. Fixed dollar amounts will quickly become obsolete and must be supplemented with provisions for inflation.

#### 2. Include a section that allows municipalities to award contracts to local companies.

In its current form, the TILMA will negatively affect local companies. Under the TILMA, as with the AIT, local preference policies are prohibited; however, under the common law, local preferences are allowed, so long as they are expressly set out in the bidding documents. Confusion arising from this discord could be mitigated by including a provision in the TILMA that allows municipalities to employ local preference policies. This would ensure that the TILMA is in line with the aims of the *Rural Development Strategy*, which advocates increasing the viability of rural business opportunities.<sup>2</sup>

## 3. Clarify the dispute resolution process, roles and responsibilities and include a provision that protects against illegitimate or unreasonable claims.

In its current form, the TILMA does not clearly identify the roles and responsibilities of the provincial and municipal governments in the case of a dispute. In particular, it is unclear whether the provincial government or the municipality will defend a municipal policy or bylaw that has been accused of being inconsistent with the Agreement. Municipalities are concerned that, without clarification, they will not be aware of their role in the dispute resolution process and therefore not able to adequately defend their policies and bylaws.

Further, there is concern that, under the Agreement, a complainant may be able to circumvent its own provincial government and appeal directly to the provincial government of the defendant municipality. There is the potential for unreasonable or illegitimate claims being lodged, which would create a situation that would be overly burdensome for the defending municipality and provincial government.

#### 4. a. Establish a framework for penalties and enforcement.

The TILMA does not explicitly state who is liable for financial penalties. The TILMA states that penalties of up to \$5 million may be imposed according to the level of the infraction. The Agreement, however, does not explicitly state who will be liable for these penalties. Municipalities are concerned that they may be held liable. On the other hand if, as is the case with the AIT, only the Government of Alberta is liable, municipalities are concerned that the government may introduce legislation to ensure municipal compliance and thereby limit a municipality's ability to serve the specific needs of its citizens.

## b. Reconsider the maximum penalty as it relates to the financial capacity of Alberta's rural municipalities.

If municipalities are found to be liable for financial penalties under the Agreement, the current maximum amount of \$5 million must be decreased. This amount, if awarded, has the potential to significantly reduce a rural municipality's ability to provide services to its ratepayers.

AAMDC, Rural Constructions Options Report, April, 2007.

<sup>&</sup>lt;sup>2</sup> Various elements of the *Rural Development Strategy* propose measures, actions and goals that may run counter to the TILMA. For example, "Adapt and adjust programs and measures to take into account the unique aspects of rural communities" (page i); "The Government of Alberta's role is to create a positive environment for rural development and to work with rural communities to support locally developed initiatives, plans and projects." (page 5); "Work directly with rural communities that need assistance in... small business development." (page 8); and "Expand tourism opportunities in rural communities by... providing targeted funds to establish, expand and market tourism opportunities in rural Alberta, including plans for developing, packaging and marketing ecotourism and ag-tourism." (page 12).

- 5. Clarify the responsibilities of municipalities during the transition period.
  - In spite of the transition phase, it is unclear whether municipalities are already required to comply with the TILMA. Article 9 of the Agreement states that municipal "measures" (policies, bylaws, etc.) may not be introduced, renewed or amended in any way that will decrease their consistency with the TILMA during the transition phase. The government will be consulting with municipalities during this time, which may result in amendments to the TILMA as it relates to municipalities. It is then unclear whether municipalities should be ensuring compliance with the TILMA as it stands, or as it may look at the end of the transition phase. Further, it is also unclear whether, at the end of the transition phase, municipalities will be required to be fully compliant.
- 6. Create a multi-stakeholder Advisory Committee that includes municipal representatives to advise the Minister during and following the transition period.
  - Municipalities were not consulted prior to the signing of the Agreement, nor was the Agreement subjected to legislative debate. The Association recognizes the government's commitment to consult during the transition phase. The AAMDC, however, maintains that this consultation must extend past the transition phase to ensure that any issues will be addressed in a timely manner.
- 7. Establish a committee at the political level comprising the Minister of International, Intergovernmental and Aboriginal Relations, the presidents of the AAMDC, the AUMA and the Union of British Columbia Municipalities (UBCM), and the BC Minister of Economic Development.
  - The effect of the TILMA on municipalities has the potential to be significant. A cross-jurisdictional policy committee will ensure that all political bodies involved can share information and experience. Further, a high-profile committee will demonstrate to municipal stakeholders that the Minister is committed to ensuring that the Agreement does not unnecessarily burden any stakeholders.



# TILMA Consultations

## Background

The British Columbia-Alberta Trade, Investment and Labour Mobility Agreement (TILMA) came into effect on April 1, 2007 for the Government of Alberta. Since 1995, trade between Alberta and other provinces has been guided by the Agreement on Internal Trade (AIT). In 1999, the AIT was extended to cover the MASH sector across Canada. TILMA is similar to AIT, yet it is more comprehensive, expanding the liberalization of trade between B.C. and Alberta to all sectors unless otherwise stated.

The TILMA will apply to municipal governments and municipal organizations on April 1, 2009. However, under the agreement, the Government of Alberta is committed to consulting with municipalities and municipal organizations during the two-year transition period, to negotiate any required special provisions, exclusions or transitional provisions. These consultations and subsequent negotiations with B.C. will determine how the TILMA will apply to the municipal sector. To do this we require municipalities and municipal organizations to consider the questions as they relate to the TILMA obligations outlined below and provide us with feedback.

## How could the municipal sector be affected by the Agreement?

The TILMA contains five general rules which will govern trade between Alberta and British Columbia. The agreement then outlines special provisions including investment, subsidies, procurement and labour mobility. There may be instances where municipal measures (policies, practices, programs, by-laws, etc.) are inconsistent with the agreement, but are still permissible if they are intended to achieve a legitimate objective.

All municipal officials are encouraged to read TILMA in its entirety and to provide feedback to the Ministry of International, Intergovernmental and Aboriginal Relations regarding the agreement's application to their organization. The articles that may affect the municipal sector are outlined below.

## General Rules of TILMA:

#### Article 3: No obstacles

This rule would ensure that the measures of a municipal government or its entities do not restrict or impair trade between or through the two provinces, or investment or labour mobility between the two provinces.

#### Article 4: Non-discrimination

The general rule to refrain from discrimination embodies the agreement's central idea of equal treatment. This rule prohibits governments from imposing measures which favour their own goods,

persons, services and investors or investments over those of the other province. Measures or charges must be applicable to goods, services, investors or investments from both provinces. Differences in the amounts charged are allowed to cover actual cost-of-service differentials.

## Article 5: Standards and Regulations

The provinces must reconcile existing standards and regulations that restrict or impair trade, investment or labour mobility. The provinces shall cooperate to minimize differences in standards or regulations that achieve legitimate objectives.

## Article 6: Legitimate objectives

A province may adopt or maintain a measure that is inconsistent with Articles 3, 4 or 5 or the special provisions of TILMA if it can show that the measure:

- is intended to achieve a legitimate objective;
- is not more restrictive to trade, investment or labour mobility than necessary to achieve that objective; and
- the measure is not a disguised restriction to trade, investment or labour mobility.

Exceptions to TILMA may be made for legitimate objectives such as: public safety, security and order; environmental and consumer protection; provision of health and social services; protection of workers; affirmative action programs; prevention or relief of critical shortages of goods and services; and conservation on non-renewable, exhaustible or other essential resources.

## Article 7: Transparency

All measures (policies, practices, programs, laws, etc.) covered by the agreement must be readily accessible to persons and parties affected by them. If one province proposes a measure that may materially affect the agreement, it must notify the other province, provide an opportunity for the other province to comment, and consider those comments.

## Special Provisions of TILMA:

#### Article 11: Investment

## 1) Local presence

- Q) Does your municipality have measures that require a service provider from outside of the municipality or province to:
- establish a local presence
- be a resident of Alberta or your municipality;
- establish or maintain a commercial presence, such as a head or branch office, in Alberta or your municipality; or
- incorporate (or specially register) in Alberta or your municipality?

- 2) Quantitative restrictions
- Q) Does your municipality have measures that limit the number of service providers or the operations of a service provider? The limitation might be in the form of:
- numbers or quotas;
- restrictions on the type of services that may be provided;
- monopolies or exclusive rights for government services or procurement;
- · economic needs or other quantitative means;
- "Alberta only" licensing or qualification requirements; or
- · any other criteria.
- 3) Licensing and certification
- Q) Does your municipality have measures that:
- restrict licensing or certification to Alberta residents or Alberta-trained individuals;
- require that any prerequisites be obtained, or a qualification period be served, within your municipality; or
- require a unique license or permit specific to your municipality, such as a business license?
- Q) If the TILMA investment provisions are extended to the municipal sector, would they impact the measures of municipalities and municipal organizations?

## Article 12: Business Subsidies

This provision prevents parties from providing business subsidies that may entice or assist the relocation of an enterprise from the other province. Additionally it prohibits the parties from providing a subsidy to a company and in effect harming the economic interests of a competitor from the other province.

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- Q) Does your municipality have measures that:
- entice an enterprise to your municipality;
- help an enterprise move to your municipality;
- provide a financial contribution that confers a benefit on a specific enterprise; or
- otherwise distort investment decisions?
- Q) If the TILMA subsidy provisions are extended to the municipal sector, would they impact the measures of municipalities and municipal organizations?

## Article 13: Labour Mobility

Under the Labour Mobility Provisions of TILMA (like the existing Agreement on Internal Trade):

- municipalities could not require a worker to be a resident in its territory as a condition of employment;
- any measures relating to licensing, certification or registration must relate principally to competency; and
- provinces will be required to mutually recognize the occupational qualifications issued to workers by the other province.

Q) If the TILMA Labour mobility provisions are extended to the municipal sector, would they impact municipal and municipal organization measures

#### Article 14: Procurement

This article of the agreement required open and non-discriminatory access to procurement (like the existing Agreement on Internal Trade) by government entities where the procurement value is:

- a) \$10,000 or greater for goods;
- b) \$75,000 or greater for services; and
- c) \$100,000 or greater for construction.

Part V of the agreement exempts some procurement from the TILMA, including the procurement of health services and social services, single supplier and emergency situations but only if procurement procedures are not used to avoid competition, discriminate between suppliers or protect local suppliers. AIT provisions continue to apply that allow for prequalification and evaluation criteria including but not limited to only price.

Q) If the TILMA procurement provisions are extended to the municipal sector, would they impact municipal and municipal organization measures?

## Article 16: Transportation

TILMA allows commercial vehicles under 11,794kg registered in either jurisdiction will be allowed to operate on both a intra- and inter-provincial basis for 90-days in a calendar year.

Q) If the TILMA transportation provisions are extended to the municipal sector, would they impact municipal and municipal organization measures?

## Part IV: Dispute Resolution

TILMA includes a dispute resolution process. However, it requires the person making the complaint to exhaust all reasonable means of resolving the dispute, including the dispute resolution mechanisms established by professional regulatory bodies, before accessing the agreement's dispute resolution provisions. If consultations and other dispute avoidance provisions fail to resolve the complaint, it may then proceed to be heard by an impartial panel. The decision of the panel is binding. Should a government fail to implement the decision of the panel, it could face monetary penalties of up to \$5 million for non-compliance. Monetary penalties can only be imposed upon provincial governments.









# TILMA Consultation Schedule

	Date	Venue	Time 4.
Lethbridge Region	May 29	Lethbridge Lodge Hotel & Conference Centre 320 Scenic Drive Free parking Lunch provided	10am-2pm
Medicine Hat Region	May 30	Medicine Hat Lodge 1051 Ross Glen Drive S.E. Free parking Lunch provided	10am-2pm
Calgary Region	June 4	Carriage House Inn — Calgary 9030 Macleod Trail South Free parking Lunch provided	10am-2pm
Red Deer Region	June 11	Red Deer Lodge 4311 - 49 Avenue Free parking Lunch provided	10am-2pm
Edmonton Region	June 12	Ramada Hotel 11834 Kingsway Free parking Lunch provided	10am-2pm
Lloydminster Region	June 14	Best Western Wayside Inn & Suites – Lloydminster 5411 44 Street Free parking Lunch provided	10am-2pm
Fort McMurray Region	June 19	The Sawridge Inn & Conference Centre – Fort McMurray 530 MacKenzie Boulevard Free parking Lunch provided	10am-2pm
Grande Prairie Region	June 20	Holiday Inn Hotel and Suites - Grande Prairie 9816-107 Street Free parking Lunch provided	10am-2pm
Edson Region	June 21	Best Western High Road Inn – Edson 300 52 Street Free parking Lunch provided	10am-2pm

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# **MACKENZIE COUNTY** REQUEST FOR DECISION

Meeting:

**Regular Council Meeting** 

**Meeting Date:** 

May 23, 2007

Presented By:

Paul Driedger, Director of Planning and Emergency Services

Title:

Bylaw 630/07 - Land Use Bylaw Amendment to

Rezone SW 15-110-19-W5M from Agricultural District 1 (A1) to

Rural Country Residential District 1 (RC1) and

Rural Country Residential District 2 (RC2) - High Level Rural

## BACKGROUND / PROPOSAL:

Mackenzie County has received a request to rezone SW 15-110-19-W5M from Agricultural District 1 (A1) to Rural Country Residential District 1 (RC1) and Rural Country Residential District 2 (RC2) to allow for a multi-lot country residential

## **OPTIONS & BENEFITS:**

The location that the applicant has chosen for this multi-lot subdivision is located directly east of the Fox Haven Golf Course in an area that has few residential dwellings. The proposed land is surrounded by four quarters owned by Bill Jenkins, two quarters by Harvey Hilhorst and one quarter by Fox Haven Golf Course. The Bushe River Indian Reserve touches the proposed rezoning quarter on one corner. Within these adjacent lands there are only two residential dwellings.

The applicant wishes to provide affordable lots for everyone and feels that this location is appropriate for a country residential subdivision as it is in close proximity to the Town of High Level and it is compatible with the new country residential subdivision being developed by Fox Haven Golf Course. The applicant's tentative plans is to subdivide in phases, phase one would be located along range road 19-3 and consist of only single family dwellings. The type of zoning and dwellings allowed will be consistent with the Fox Haven Golf Course's subdivision. As the subdivision develops to the east, the next phases would merge into allowing modular homes and then finally mobile homes along the outer east edge. The applicant is in favor of a subdivision design similar to John and

Author:

Eva Schmidt

Planning Supervisor

Reviewed By:

CAO

Sadie Klassen's that was registered in 2006 close to La Crete (see attached) with the lots along the west side being smaller.

The applicant will provide an Area Structure Plan prior to second reading.

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

To be borne by the developer.

## **RECOMMENDED ACTION:**

## **MOTION**

That first reading be given to Bylaw 630/07 being a Land Use Bylaw amendment to rezone SW 15-110-19-W5M from Agricultural District 1 (A1) to Rural Country Residential District 1 (RC1) and Rural Country Residential District 2 (RC2).

Author:	Eva Schmidt	Reviewed By:	(M)	CAO
	DIAGRIDA SUBER/ISOF		1.1	

## 7.30 RURAL COUNTRY RESIDENTIAL DISTRICT 1 "RC1".

The general purpose of this district is to provide for the development of multi-lot country residences.

#### A. PERMITTED USES

- (1) Ancillary building or use.
- (2) Dwelling Single detached.

#### **B. DISCRETIONARY USES**

- (1) Bed and breakfast.
- (2) Garden suite.
- (3) Home based business.
- (4) Intensive recreation use.
- (5) Modular home
- (6) Public use.

#### C. LOT AREA

Country Residential Uses:

- (a) Minimum Lot Area: 1.2 hectares (3.0 acres).
- (b) Maximum Lot Area: up to 2.02 hectares (5 acres).

#### D. MINIMUM FRONT YARD SETBACK

Lot fronting onto a provincial highway or local road:

41.1 metres (135 feet) from right of way.

Lot fronting onto an internal subdivision road:

15.24 metres (50 feet) from right of way.

#### E. MINIMUM SIDE YARD SETBACK

7.6 metres (25 feet) from property line, or

in the case of a corner site the width of the side yard adjoining the side street shall not be less than 15.24 metres (50 feet), or

15.2 metres (50 feet) from property line adjacent to "Agricultural" or "Forestry" districts.

## F. MINIMUM REAR YARD SETBACK

7.6 metres (25 feet), or

15.2 metres (50 feet) from property line adjacent to "Agricultural" or "Forestry" districts.

### G. APPEARANCE

Buildings shall be either of new construction or moved in unless otherwise require by the Development Officer. Exterior finish to be wood, metal, or similar siding, brick or stucco to the satisfaction of the Development Officer. The finish and appearance of buildings should complement other structures and natural site features.

## H. THE KEEPING OF ANIMALS

A maximum of one non-domestic animal per 3-acres or 2 non-domestic animals per 5 acres.

## I. REZONING REQUIREMENTS

- (1) In order to ensure a firm commitment for development has been received the following are requirements for the rezoning application:
  - a) An Area Structure Plan for the parcel.
  - b) A minimum of 10 parcels per rezoning application, or where the total area to be rezoned is less than 20.2 hectares (50 acres), the total developable area must be subdivided.
  - c) The subdivision must have legal access that meets Municipal District of Mackenzie standards.
  - d) Where the existing municipal road is not up to the standard required for the parcel, a road request or upgrade must be part of the subdivision application.
- Once approval has been granted, the developer shall have a period of one (1) year, or as required by the Development Authority, to develop the subdivision including, but not limited to, the installation of utilities, roads and plan registration.

## J. SUBDIVISION REQUIREMENTS

- 1. The Developer shall enter into a Developer's Agreement with the Municipality for payment of off-site levies, if required, for rural multi-lot subdivisions.
- 2. No subdivision shall be approved unless utility services, including water supply and sewage disposal, can be provided with sufficient capacity to accommodate development of the proposed parcel(s).

- 3. The Developer shall submit, along with his subdivision application, a Water Management Plan as required by the Water Act RSA 2000 Chapter W-3.
- 4. The Subdivision Authority may require a sewage collection report from a qualified plumbing inspector to ensure sewage disposal will not have a negative impact on the parcel and/or adjacent land or water resources.
- 5. Municipal Reserve money in the amount of 10% of market value of the proposed subdivision land or 10% land if required for parks or schools.
- 6. A Traffic Impact Assessment may be required to identify the traffic impact onto the existing infrastructure.

#### K. ON-SITE PARKING

In accordance to Section 4.28 of this Bylaw.

#### L. LANDSCAPING

In accordance to Section 4.23 of this Bylaw.

## 7.31 RURAL COUNTRY RESIDENTIAL DISTRICT 2 "RC2".

## Replaces Rural Country Residential District (RC)

The general purpose of this district is to provide for the development of multi-lot country residences.

#### A. PERMITTED USES

- (1) Ancillary building or use.
- (2) Mobile Home.

#### B. DISCRETIONARY USES

- (1) Bed and breakfast.
- (2) Garden suite.
- (3) Home based business.
- (4) Intensive recreation use.
- (5) Modular Homes.
- (6) Public use.
- (7) Single Family Dwelling.

#### C. LOT AREA

- (1) Country Residential Uses:
  - a) Minimum Lot Area: 1.2 hectares (3.0 acres).
  - b) Maximum Lot Area: up to 2.02 hectares (5 acres) unless otherwise approved by the Subdivision Authority.

#### D. MINIMUM FRONT YARD SETBACK

Lot fronting onto a provincial highway or local road:

41.1 metres (135 feet) from right of way.

Lot fronting onto an internal subdivision road:

15.24 metres (50 feet) from right of way.

## E. MINIMUM SIDE YARD SETBACK

7.6 metres (25 feet) from property line, or

in the case of a corner site the width of the side yard adjoining the side street shall not be less than 15.24 metres (50 feet), or

15.2 metres (50 feet) from property line adjacent to "Agricultural" or "Forestry" districts.

#### F. MINIMUM REAR YARD SETBACK

7.6 metres (25 feet), or

15.2 metres (50 feet) from property line adjacent to "Agricultural" or "Forestry" districts.

### G. ADDITIONAL REQUIREMENTS

- (1) Buildings shall be either of new construction or moved in unless otherwise require by the Development Officer. Exterior finish to be wood, metal, or similar siding, brick or stucco to the satisfaction of the Development Officer. The finish and appearance of buildings should complement other structures and natural site features.
- (2) All mobile homes to be factory built with walls of pre-finished baked enamel aluminum siding, vinyl siding or the equivalent and peaked shingled roof, to the satisfaction of the Development Officer.
- (3) If mobile homes are placed upon a basement, solid footings and concrete or wood block foundation wall or skirting should be required so that the appearance, design and construction will compliment the mobile home. The undercarriage of the mobile home shall be screened from view.
- (4) All ancillary structures to mobile homes, such as patios, porches, additions, etc., shall be factory prefabricated units, or of a quality equivalent thereto, so that the appearance, design and construction will compliment the mobile home.

#### H. THE KEEPING OF ANIMALS

A maximum of one non-domestic animal per 3-acres or 2 non-domestic animals per 5 acres.

#### I. REZONING REQUIREMENTS

- (1) In order to ensure a firm commitment for development has been received the following are requirements for the rezoning application:
  - (a) An Area Structure Plan for the parcel.
  - (b) A minimum of 10 parcels per rezoning application, or where the total area to be rezoned is less than 20.2 hectares (50 acres), the total developable area must be subdivided.
  - (c) The subdivision must have legal access that meets Municipal District of Mackenzie standards.
  - (d) Where the existing municipal road is not up to the standard required for the parcel, a road request or upgrade must be part of the subdivision application.

(2) Once approval has been granted, the developer shall have a period of one (1) year, or as required by the Development Authority, to develop the subdivision including, but not limited to, the installation of utilities, roads and plan registration.

## J. SUBDIVISION REQUIREMENTS

- The Developer shall enter into a Developer's Agreement with the Municipality for payment of off-site levies, if required, for rural multilot subdivisions.
- No subdivision shall be approved unless utility services, including water supply and sewage disposal, can be provided with sufficient capacity to accommodate development of the proposed parcel(s).
- 3. The Developer shall submit, along with his subdivision application, a Water Management Plan as required by the Water Act RSA 2000 Chapter W-3.
- 4. The Subdivision Authority may require a sewage collection report from a qualified plumbing inspector to ensure sewage disposal will not have a negative impact on the parcel and/or adjacent land or water resources.
- 5. Municipal Reserve money in the amount of 10% of market value of the proposed subdivision land or 10% land if required for parks or schools.
- 6. A Traffic Impact Assessment may be required to identify the traffic impact onto the existing infrastructure.

## K. ON-SITE PARKING

In accordance to Section 4.28 of this Bylaw.

## L. LANDSCAPING

In accordance to Section 4.23 of this Bylaw.

### **BYLAW NO. 630/07**

# BEING A BYLAW OF MACKENZIE COUNTY IN THE PROVINCE OF ALBERTA

# TO AMEND THE MACKENZIE COUNTY LAND USE BYLAW

WHEREAS, Mackenzie County has adopted the Mackenzie County Land Use Bylaw, and

WHEREAS, Mackenzie County has a General Municipal Plan adopted in 1995, and

WHEREAS, the Council of Mackenzie County, in the Province of Alberta, has deemed it desirable to amend the Mackenzie County Land Use Bylaw to accommodate a rural country residential subdivision.

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

 That the land use designation of the subject parcel known as SW 15-110-19-W5M be rezoned from Agricultural District 1 "A1" to Rural Country Residential District 1 "RC1" and Rural Country Residential District 2 "RC2" as shown in attached Schedule A.

First Reading given on the	day of	, 2007.
Bill Neufeld, Reeve	Carol Gabriel, Exe	ecutive Assistant
Second Reading given on the	day of	, 2007.
Bill Neufeld, Reeve	Carol Gabriel, Exe	ecutive Assistant

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Bill Neufeld, Reeve

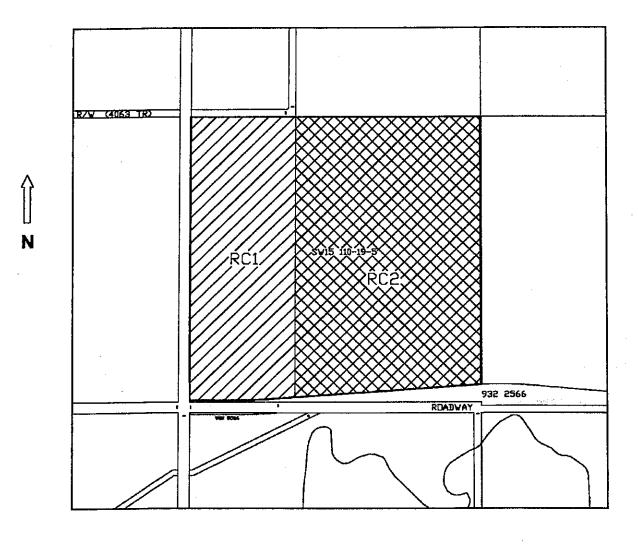
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## **BYLAW No. 630/07**

## **SCHEDULE "A"**

1. That the subdivision of the following property known as:

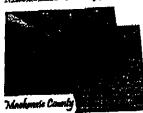
SW 15-110-19-W5M be rezoned from Agricultural District 1 "A1" to Rural Country Residential District 1 "RC1" and Rural Country Residential District 2 "RC2" in Rural High Level.



Bill Neufeld, Reeve	Carol Gabriel, Exec	Carol Gabriel, Executive Assistant		
		•		
EFFECTIVE THIS	DAY OF	, 2007.		

Mackenzis County, P.O. Box 640 Fort Vermilion AB TOH 1NO

Attn: Liane Lambert, Development Officer

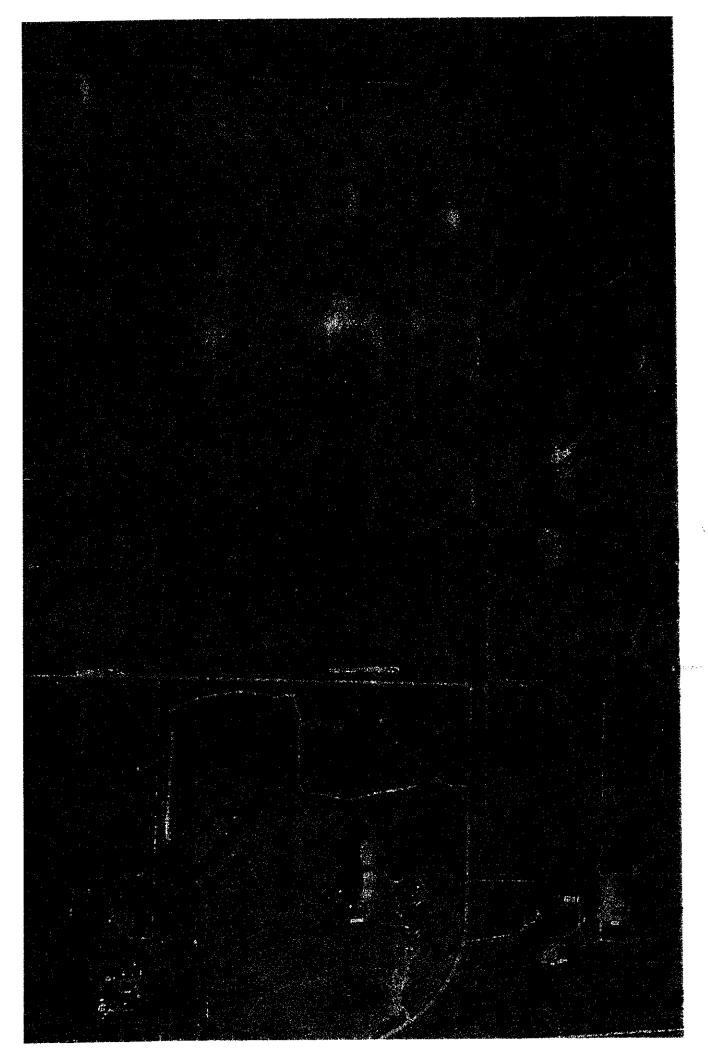


RECIPIERED OWNER

# LAND USE BYLAW AMENDMENT APPLICATION

COMPLETE IF DIFFERENT FROM APPLICANT NAME OF REGISTER OWNER NAME OF APPLICANT WILLIAM & LAURETTA JENKINS SAMLAN ENTERPRIZES INC. ADDRESS ADDRESS **BOX 1410 BOX 1477** TOWN HIGH LEVEL TOWN BUS. HIGH LEVEL AB PHONE (RES.) POSTAL CODE BUS. 926-3999 PHONE (RES. POSTAL CODE 926-4064 TOH 1Z0 926-3888 TOH 1Z0 LEGAL DESCRIPTION OF THE LAND AFFECTED BY THE PROPOSED AMENDMENT BLK LOT RANGE TWI. SEC. OTR/LS. 5 19 110 15 SW LAND USE CLASSIFICATION AMENI MENT PROPOSED: FROM: AGRICULTURAL DISTRICT 1 "A1" TO: RURAL COUNTRY RESIDENTIAL DISTRICT 2 "RC2" REASONS SUPPORTING PROPOSED , LMENDMENT: The purpose of this rezoning is to develop a multi-lot country residential subdivision. The proposed quarter for this development is of low quality soil with severe soil limitation for any annual cereal crops. The quarter is in an area better suited for residential purposes as it is close to the Town of High Level and adjacent to the High Level Golf Course. RECEIPT NO. APPLICATION FEE OF \$150.00 APPLICANT NOTE: RECESTERED OWNER'S SIGNATURE REQUIRED IF DIFFERENT FROM APPLICANT.

Phose! RC2 3 Course (RCI) L UnDeveloped Road 71 5W 15-110-19-W5M



## LEVEL BUSHE. FOOTFER SMIE P & ENGE P & SUBM SERMI DERKEN CERCEN - CHINN CROWN SPECIAL VACANT POCHES STEPFANSON STEFFANSON STEFFANSON PERFORMS CROWN 25 CHOMP PAUL KIFK FORE BLADE R. 4 DOMED C. 4 DOMED C. C. DOMED C. LATERN D. BEST OF LUNE K. I BEN 42. TIMER & HANDER | SAGAN L TWP. 110 **RGE.** 18 WILLIAM & 16 MY LOW E DENTHS SANGER L. SHETILA BRICE MALTH MUZ IN TE JAY LON'S JAY LON 1 JANUEL L. JANEEL L. PLOS MANUEL SEEDS TO ME SHOT ME A SAVISIO HIGH BUSHE RIVER UN LOW & DOMESTS ... STAFFER HATER JANTEL KAY N 774908 PCD E PERMY MERCHA STOTEM INDIAN RESERVE 77-4004 PRO 6 PROST ALBERTA | BRETTEN ALBERTA BERN & SAT MY LON C No. 207 HOTOLOGYAL LINCA A MANETRA ALBERTA KLANETNA ALBERTA KLANETNA LTD **石架** DOM: CLIMATIN LIZABITH ALMERTA CHRISTINE TWP. 109 RGE. 109 RGE. BETWEEN BETWEEN THE DELTON & DELTON & E34005 GERMAD I. 6 10 100



# MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:

**Regular Council Meeting** 

**Meeting Date:** 

May 23, 2007

Presented By:

Paul Driedger, Director of Planning and Emergency Services

Title:

Bylaw 631/07

Being a Land Use Bylaw Amendment to REZONE

Plan 2938RS, Block 7, Lots 10 & 14 and

Plan 2938RS, Block 8, Lot 8 from

Hamlet Residential District 1 (HR1) to

Hamlet Residential District 2 (HR2) - Fort Vermilion

## BACKGROUND / PROPOSAL:

The development department received an inquiry to construct a three plex dwelling in a Hamlet Residential District 1 (HR1) in Fort Vermillion. This location is close to two existing four plex buildings also zoned as Hamlet Residential District 1 "HR1". Hamlet Residential District 1 "HR1" zoning only allows for duplex buildings but not three plexes.

## **OPTIONS & BENEFITS:**

A developer is considering purchasing a lot zoned as Hamlet Residential District 1 "HR1" in Fort Vermillion with the intention of building rental property, this property is owned by Mackenzie County as a result of a tax forfeiture. The developer's initial intention was to build a three plex dwelling, however a three plex is not allowed under Hamlet Residential District 1. The developer was willing to settle for a duplex since the zoning does not allow for three plexes. This request was reviewed by the Municipal Planning Commission at their May 9th meeting.

After reviewing the proposal, the Municipal Planning Commission felt that since the area already has two four plex dwellings, and rental property is in demand in Fort Vermilion, they would rather see the developer construct a three plex. To speed the development permit process, the Municipal Planning Commission would grant a variance to allow for a three plex dwelling in a Hamlet Residential District 1 "HR1" while administration starts

Author:

**Eva Schmidt** 

Planning Supervisor

Reviewed By:

the process to rezone all three lots containing row dwellings so that they all comply with the land use bylaw.

The offer to purchase for this lot is being considered by Council at this meeting.

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

To be borne by the developer.

## **RECOMMENDED ACTION:**

## MOTION

That first reading be given to Bylaw 631/07 being a Land Use Bylaw amendment to rezone Plan 2938RS, Block 7, Lots 10 and 14 (5103-49<sup>th</sup> Ave and 5106-48<sup>th</sup> Ave) and Plan 2938RS, Block 8, Lot 8 (5003-48<sup>th</sup> Ave) from Hamlet Residential District 1 (HR1) to Hamlet Residential District 2 (HR2).

Author: Review Date:	mr-	CAO	
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Constitution ...

## 7.16 HAMLET RESIDENTIAL DISTRICT 1 "HR1"

The general purpose of this district is to permit residential uses in hamlets.

## A. PERMITTED USES

- (1) Ancillary buildings or use.
- (2) Dwelling Single detached.
- (3) Park
- (4) Public use

#### B. DISCRETIONARY USES

- (1) Bed and breakfast.
- (2) Dwelling Duplex.
- (3) Home based business.
- (4) Mobile home.
- (5) Modular home.

### D. MINIMUM LOT WIDTH

22 metres (72 feet)

#### E. MINIMUM LOT DEPTH

33.5 metres (110 feet)

## F. FRONT YARD SETBACK

7.6 metres (25 feet) or as required by the Development Authority.

## G. MINIMUM SIDE YARD SETBACK

Side yards shall not be less than 1.2 metres (5 feet). In the case of a corner site the exterior side yard shall not be less than 3.0 metres (15 feet).

#### H. MINIMUM REAR YARD SETBACK

2.4 metres (8 feet). Setbacks may be reduced to 1.52 metres (5 feet) when using sub-surface utilities.

## 1. THE DESIGN, CHARACTER AND APPEARANCE OF BUILDINGS

(1) The architecture, construction materials and appearance of buildings and other structures shall be to accepted standards and shall compliment the natural features and character of the site to the satisfaction of the Development Officer.

## J. ON-SITE PARKING

In accordance to Section 4.28 of this Bylaw.

## K. LANDSCAPING

In accordance to Section 4.23 of this Bylaw.

## 7.19 HAMLET RESIDENTIAL DISTRICT 2 "HR2"

The general purpose of this district is to restrict development to large lot residential and other compatible uses in urban areas.

#### A. PERMITTED USES

- (1) Ancillary building or use.
- (2) Dwelling Single detached.

#### B. DISCRETIONARY USES

- (1) Dwelling Duplex.
- (2) Dwelling Row.
- (3) Home based business
- (4) Modular home.
- (5) Park.
- (6) Playground.
- (7) Public use.

## C. MINIMUM LOT WIDTH

22 metres (72 feet).

#### D. MINIMUM LOT DEPTH

33.5 metres (110 feet).

## E. FRONT YARD SETBACK

7.6 metres (25 feet) or as required by the Development Officer.

## F. MINIMUM SIDE YARD SETBACK

Side yards shall not be less than 1.2 metres (5 feet). In case of a corner site the exterior side yard shall not be less than 3.0 metres (10 feet).

#### G. MINIMUM REAR YARD SETBACK

2.4 metres (8 feet).

## H. THE DESIGN, CHARACTER AND APPEARANCE OF BUILDINGS

Buildings may be either of new construction only. The architecture, construction materials and appearance of buildings and other structures shall be to accepted standards and shall compliment the natural features and character of the site to the satisfaction of the Development Officer.

## I. ON-SITE PARKING

In accordance to Section 4.28 of this Bylaw.

## J. LANDSCAPING

In accordance to Section 4.23 of this Bylaw.

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### **BYLAW NO. 631/07**

# BEING A BYLAW OF MACKENZIE COUNTY IN THE PROVINCE OF ALBERTA

# TO AMEND THE MACKENZIE COUNTY LAND USE BYLAW

WHEREAS, Mackenzie County has adopted the Mackenzie County Land Use Bylaw, and

WHEREAS, Mackenzie County has a General Municipal Plan adopted in 1995, and

WHEREAS, the Council of Mackenzie County, in the Province of Alberta, has deemed it desirable to amend the Mackenzie County Land Use Bylaw to accommodate medium density residential dwellings.

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

1. That the land use designation of the subject parcels known as Plan 2938RS, Block 7, Lots 10 and 14 (5103–49<sup>th</sup> Ave and 5106–48<sup>th</sup> Ave) and Plan 2938RS, Block 8, Lot 8 (5003–48<sup>th</sup> Ave) be rezoned from Hamlet Residential District 1 "HR1" to Hamlet Residential District 2 "HR2".

First Reading given on the	day of	, 2007.
Bill Neufeld, Reeve	Carol Gabriel, Exec	utive Assistant
Second Reading given on the	day of	, 2007.

Bill Neufeld, Reeve Carol Gabriel, Executive Assistant

Third Reading and Assent given on the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

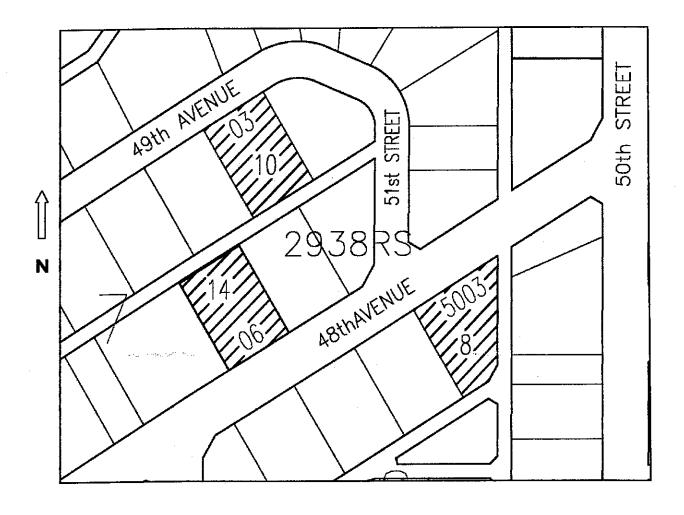
Bill Neufeld, Reeve Carol Gabriel, Executive Assistant

#### **BYLAW No. 631/07**

#### **SCHEDULE "A"**

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

Plan 2938RS, Block 7, Lots 10 and 14 (5103-49<sup>th</sup> Ave and 5106-48<sup>th</sup> Ave) and Plan 2938RS, Block 8, Lot 8 (5003-48<sup>th</sup> Ave) be rezoned from Hamlet Residential District 1 "HR1" to Hamlet Residential District 2 "HR2" in Fort Vermilion.



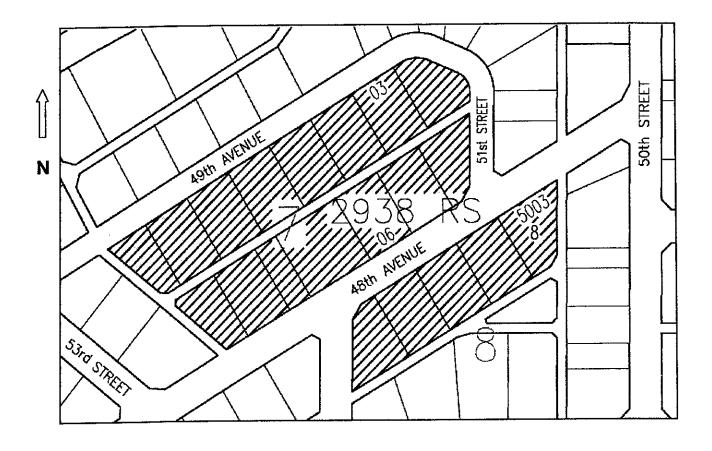
Bill Neufeld, Reeve	Carol Gabriel, Executive Assistant		
EFFECTIVE THIS	DAY OF	, 2007.	

#### **BYLAW No. 631/07**

#### **SCHEDULE "A"**

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

Plan 2938RS, Block 7, Lots 4 and 18 and Plan 2938RS, Block 8, Lot 8 to be rezoned from Hamlet Residential District 1 "HR1" to Hamlet Residential District 2 "HR2" in Fort Vermilion.



Bill Neufeld, Reeve	Carol Gabriel, Executive Assistant			
FFFCTIVE THIS	DAY OF	, 2007.		



# MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:

**Regular Council Meeting** 

**Meeting Date:** 

May 23, 2007

Presented By:

Paul Driedger, Director of Planning and Emergency Services

Bylaw 632/07 Being a Land Use Bylaw Amendment to

Rezone Part of NW 3-106-15-W5M; (La Crete)

Title:

Plan 052 2360, Block 2, Lot 1; Plan 982 6116, Lots 1 and 2;

and Plan 922 3712, Block 1, Lot 1; from

Hamlet Residential Commercial Transitional District "HRCT" to Hamlet Residential District 1B "HR1B"

# BACKGROUND / PROPOSAL:

Mackenzie County has received a request to rezone Part of NW 3-106-15-W5M, Plan 922 3712, Block 1, Lot 1; from Hamlet Residential Commercial Transitional District (HRCT) to Hamlet Residential District 1B (HR1B). The applicants requested the rezoning of their property to allow them to construct a single family dwelling with attached garage on their 5.51 acre subdivision.

## **OPTIONS & BENEFITS:**

A total of four properties within this quarter section are zoned as Hamlet Residential Commercial Transitional District. While the applicant only applied to rezone their own lot, the planning department has included the full length of the quarter section lying adjacent to the east side of 100<sup>th</sup> Street as this rezoning would impact the other landowners as well. If all the HRCT lots along the east side of 100th Street are rezoned to Hamlet Residential District 1B (HR1B) then properties between those lots should be rezoned to commercial as well to keep it uniform.

The subject properties were rezoned to Hamlet Residential Commercial Transitional District in 2004, together with the adoption of the amended Land Use Bylaw and the La

Author:

Eva Schmidt,

Planning Supervisor

Reviewed by:

CAO

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Crete Area Structure Plan, for the purpose of providing more commercial lots along the 100th Street corridor. At the time all existing residential lots along 100th Street were rezoned to Hamlet Residential Commercial Transitional District to allow for commercial development along Main Street and to direct residential properties away from Main Street. The remainder of NW 3-106-15-W5M is zoned Hamlet Commercial District 2 (HC2) and several lots have been developed for commercial purposes.

The La Crete Area Structure Plan future land use plan indicates that the subject properties and the balance of the quarter section are intended for future commercial use.

Open Houses were held in La Crete and public hearings were held prior to adopting the amended Land Use Bylaw as well as prior to adopting the La Crete Area Structure Plan. However, the applicants say they were unaware of the rezoning and only became aware when they came into the office to inquire about the procedure for building a new house a couple of weeks ago. This rezoning request was discussed at the May 9th MPC meeting where the applicants were directed to make their request to Council.

#### **OPTIONS:**

Attached Bylaw 632/07 is being presented to Council in two different formats:

Option 1

To rezone all of the east side of 100<sup>th</sup> Street in La Crete from 94<sup>th</sup> Avenue south to the quarter line of NW 3-106-15-W5M.

To rezone only Plan 922-3712, Block 1, Lot 1 as requested by the applicant (option 2).

If Council determines that 100<sup>th</sup> Street in La Crete is better suited to be zoned for future commercial use, Council must defeat first reading of Bylaw 632/07.

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

All costs will be borne by the applicant.

#### RECOMMENDED ACTION:

Motion (Option 1)

That first reading be given to Bylaw 632/07 being a Land Use Bylaw Amendment to rezone part of NW 3-106-15-W5M; Plan 052 2360, Block 2, Lot 1; Plan 982 6116, Lots 1 and 2; and Plan 922 3712, Block 1, Lot 1; as outlined in Schedule "A", from Hamlet Residential Commercial Transitional District "HRCT" to Hamlet Residential District 1B "HR1B".

Author:	Eva Schmidt, Planning Supervisor	Reviewed by:	- P	10-	CAO			
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Option A

#### **BYLAW NO. 632/07**

#### BEING A BYLAW OF MACKENZIE COUNTY IN THE PROVINCE OF ALBERTA

# TO AMEND THE MACKENZIE COUNTY LAND USE BYLAW

WHEREAS, Mackenzie County has adopted the Mackenzie County Land Use Bylaw, and

WHEREAS, Mackenzie County has a General Municipal Plan adopted in 1995, and

WHEREAS, the Council of Mackenzie County, in the Province of Alberta, has deemed it desirable to amend the Mackenzie County Land Use Bylaw to accommodate a rural country residential subdivision.

**NOW THEREFORE,** the Council of Mackenzie County, in the Province of Alberta, duly assembled, hereby enacts as follows:

1. That the land use designation of the subject parcel known as Part of NW 3-106-15-W5M, Plan 052 2360, Block 2, Lot 1; Plan 982 6116, Lots 1 and 2; and Plan 922 3712, Block 1, Lot 1; be rezoned from Hamlet Residential Commercial Transitional District "HRCT" to Hamlet Residential District 1B "HR1B" in the Hamlet of La Crete as outlined in attached Schedule A.

First Reading given on the	day of	, 2007.
Bill Neufeld, Reeve	Carol Gabriel, Exec	cutive Assistant
Second Reading given on the	day of	, 2007.
Bill Neufeld, Reeve	Carol Gabriel, Exec	utive Assistant

Mackenzie County - Bylaw No.632/07	Page 2 of 2	<u> </u>
Third Reading and Assent given or	n the day of, 200	7.
Bill Neufeld, Reeve	Carol Gabriel, Executive Assistan	<b>4</b>
Bill Neuleid, Neeve	Carol Gabriel, Executive Assistant	ι

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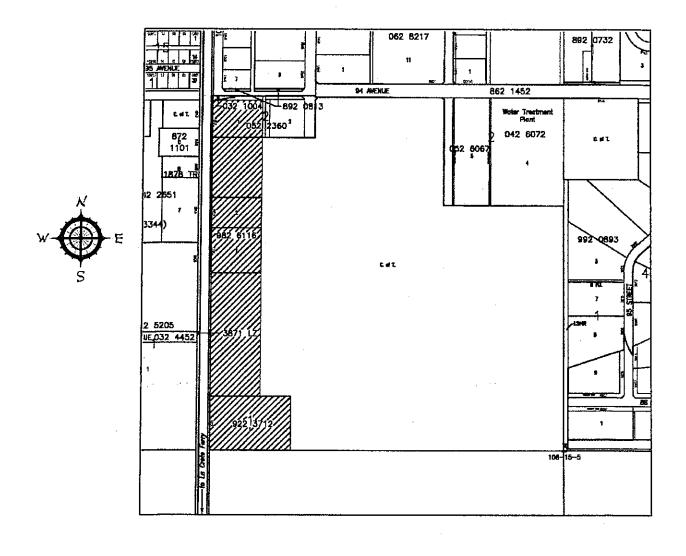
Adda Park Militar

#### **BYLAW No. 632/07**

#### **SCHEDULE "A"**

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

Part of NW 3-106-15-W5M, Plan 052 2360, Block 2, Lot 1; Plan 982 6116, Lots 1 and 2; and Plan 922 3712, Block 1, Lot 1; be rezoned from Hamlet Residential Commercial Transitional District "HRCT" to Hamlet Residential District 1B "HR1B" in the Hamlet of La Crete.



Carol Gabriel, Executive Assistant			
DAY OF	, 2007.		
	Carol Gabriel, Exec		

Option B

#### **BYLAW NO. 632/07**

# BEING A BYLAW OF MACKENZIE COUNTY IN THE PROVINCE OF ALBERTA

# TO AMEND THE MACKENZIE COUNTY LAND USE BYLAW

WHEREAS, Mackenzie County has adopted the Mackenzie County Land Use Bylaw, and

WHEREAS, Mackenzie County has a General Municipal Plan adopted in 1995, and

WHEREAS, the Council of Mackenzie County, in the Province of Alberta, has deemed it desirable to amend the Mackenzie County Land Use Bylaw to accommodate a rural country residential subdivision.

**NOW THEREFORE,** the Council of Mackenzie County, in the Province of Alberta, duly assembled, hereby enacts as follows:

1. That the land use designation of the subject parcel known as Plan 922 3712, Block 1, Lot 1 be rezoned from Hamlet Residential Commercial Transitional District "HRCT" to Hamlet Residential District 1B "HR1B" in the Hamlet of La Crete as outlined in attached Schedule A.

First Reading given on the	day of	, 2007.
Bill Neufeld, Reeve	Carol Gabriel, Execu	tive Assistant
Second Reading given on the	day of	, 2007
Bill Neufeld, Reeve	Carol Gabriel, Execu	tive Assistant

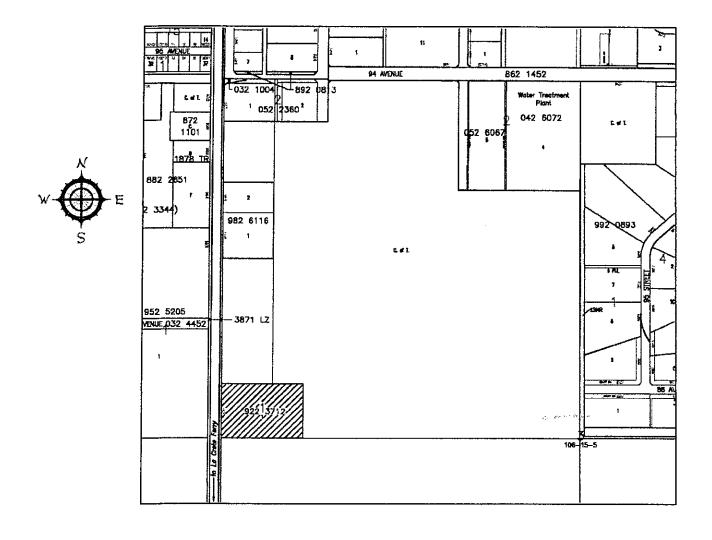
Mackenzie County	- Bylaw No.632/07	Page 2 of 2	? <u></u>		· · · · · · · · · · · · · · · · · · ·	
	·					
Third Reading a	nd Assent given o	on the	_ day of	, 20	07.	

#### **BYLAW No. 632/07**

#### **SCHEDULE "A"**

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

Plan 922 3712, Block 1, Lot 1 be rezoned from Hamlet Residential Commercial Transitional District "HRCT" to Hamlet Residential District 1B "HR1B" in the Hamlet of La Crete.



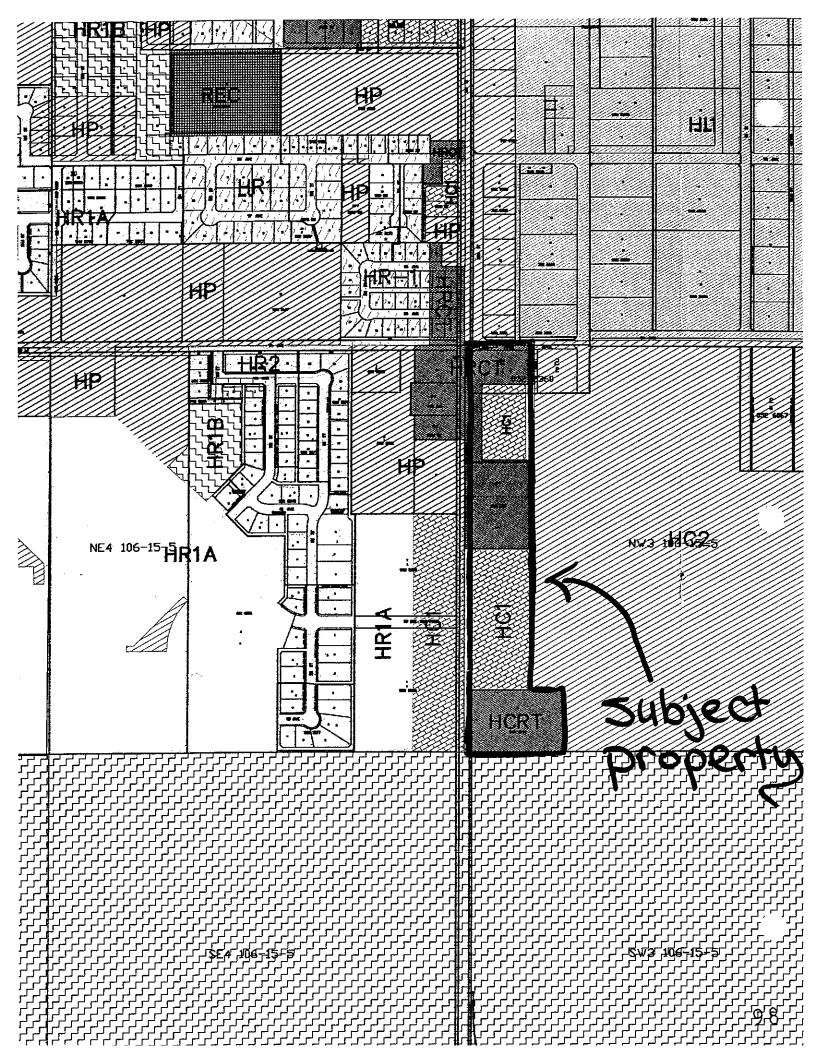
Bill Neufeld, Reeve	Carol Gabriel, Execu	tive Assistant
EFFECTIVE THIS	DAY OF	, 2007.

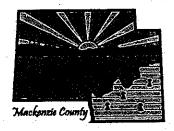


# LAND USE BYLAW AMENDMENT APPLICATION

APPLICATION NO.

	COMPLETE IF DIFFERENT FROM APPLICANT
NAME OF APPLICANT	NAME OF REGISTER OWNER
Peter + Justine Rempel	
ADDRESS	ADDRESS
Box 1313	TOWN.
TOWN	TOWN
POSTAL CODE PHONE (RES.) BUS.	POSTAL CODE PHONE (RES.) BUS.
TOH 240 928-2982 928-3406	I MONE (NESS)
LEGAL DESCRIPTION OF THE LAND AFFECTED BY THE PROPOSED	AMENDMENT
QTR.A.S. SEC. TWP. RANGE M.	
NW 3 106 15 5	or PLAN 922-3712 BLK LOT
LAND USE CLASSIFICATION AMENDMENT PROPOSED:	
FROM:_HRCT	TO:HRIB
REASONS SUPPORTING PROPOSED AMENDMENT:	
- Want to build a hous	se on the existing
acreage which is not	allowed in a HRCT
Zone	
	ing residences within
	O Street, some that are
only a tew years old	
	_
I/WE HAVE ENCLOSED THE REQUIRED APPLICATION FEE OF S	5000 RECEIPT NO
$0 + \cdot P = 0$	Ja /
APPLICANTE Gustine Jampel	
APPLICANT OF THE PROVIDENCE OF	
NOTE: REGISTERED OWNER'S SIGNATURE REQUIRED IF DIFFERE	NI FROM APPLICANT.
	7.477
REGISTERED OWNER	DATE





# MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:

Regular Council Meeting

Meeting Date:

May 23, 2007

Presented By:

Paul Driedger, Director of Planning and Emergency Services

Bylaw 633/07 Road Closure

Title:

West Boundary of NW 25-104-14-W5M and

West Boundary of SW 36-104-14-W5M

(Savage Prairie)

#### **BACKGROUND / PROPOSAL:**

Mackenzie County has received a request to close a portion of government road allowance lying west of NW 25-104-14-W5M. This road closure was submitted in conjunction with two subdivision applications for the lands lying west and northwest of the subject road allowance.

#### **OPTIONS & BENEFITS:**

Two subdivision applications have been submitted to the development department for the subdivision of the fragmented parcels of land lying to the east of Bear Creek, immediately west of the subject government road allowance. Without a developed road the proposed subdivisions do not have legal and physical access. By closing both road allowances the developer would be able to consolidate the subdivisions and the road allowance with his adjacent quarter sections and thereby remove the need for access to each individual parcel.

While the developer only requested the closure of that portion of road allowance lying west of NW 25-104-14-W5M, it would be better suited to also close that portion lying west of SW 36-104-14-W5M in order to remove the need for a road to be built to access the subdivision off of the SE 35-104-14-W5M.

Author:

Eva Schmidt,

Planning Supervisor

Reviewed by:

CAO

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

All costs will be borne by the applicant.

### **RECOMMENDED ACTION:**

That first reading be given to Bylaw 633/07 being a Road Closure Bylaw for the closure of that portion of government road allowance lying west of the west boundary of NW 25-104-14-W5M and west of the west boundary of SW 36-104-14-W5M for the purpose of consolidating a portion of SE 35-104-14-W5M with SW 36-104-14-W5M and a portion of NE 26-104-14-W5M with NW 25-104-14-W5M. Further, the applicant shall be responsible for all costs associated with the road closure, land purchase, and consolidation of the parcels.

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Eva Schmidt,

Planning Supervisor

Reviewed by:

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CAO

#### **BYLAW NO. 633/07**

#### BEING A BYLAW OF MACKENZIE COUNTY IN THE PROVINCE OF ALBERTA

FOR THE PURPOSE OF CLOSING A PORTION OF A PUBLIC ROAD ALLOWANCE IN ACCORDANCE WITH SECTIONS 22, 24 AND 606 OF THE MUNICIPAL GOVERNMENT ACT, CHAPTER M-26, REVISED STATUTES OF ALBERTA 2000.

WHEREAS, Council of Mackenzie County has determined that the road allowance as outlined on Schedule A attached hereto, be subject to a road closure, and

WHEREAS, notice of intention of the Council to pass a bylaw will be published in a locally circulated newspaper in accordance with the Municipal Government Act, and

**NOW THEREFORE**, be it resolved that the Council of Mackenzie County does hereby close and sell the road allowance described as follows, subject to the rights of access granted by other legislation or regulations:

1.	All that portion of Gover Adjacent to the west bor Lying within the limits o containing hecta Excepting thereout all markets.	rnment Ro undary of of Plan 072 ares (	ad Allowand the Northwe acres) mo	st of Section	on 25
2. <sub>.</sub>	Meridian 5 Range 14 To All that portion of Govern Adjacent to the west bou Lying within the limits of containing hecta Excepting thereout all m	nment Ro undary of Plan 072 ares (	ad Allowance the Southweacres) more	est of Section	on 36
First reading	given on the	day of	····		, 2007.
Bill Neufeld,	Reeve	Carol	Gabriel, Ex	ecutive Ass	sistant

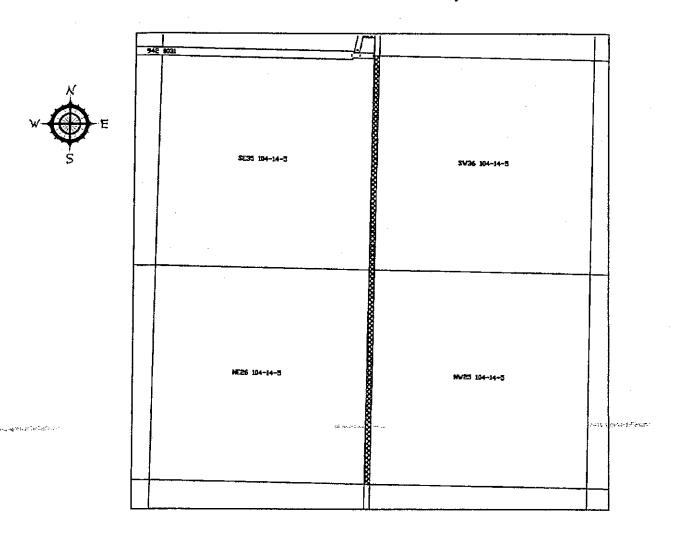
Approved this	day of, 2007.	
Minister of Alberta	Infrastructure and Transportation	
Second Reading given on the	day of,	2007.
Bill Neufeld, Reeve	Carol Gabriel, Executive Assistant	<u> </u>
Third Reading and Assent given on the	day of	_, 2007.
Bill Neufeld, Reeve	Carol Gabriel, Executive Assistant	

#### **BYLAW No. 633/07**

#### **SCHEDULE "A"**

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

All of the original government road allowance adjacent to the west boundary of NW 25-104-14-W5M and SW 36-104-14-W5M be subject to a road closure.



Bill Neufeld, Reeve	Carol Gabriel, Execut	Carol Gabriel, Executive Assistant		
EFFECTIVE THIS	DAY OF	, 2007.		

#### **Eva Schmidt**

From:

bilineufeld [neufelds@telusplanet.net]

Sent:

Monday, May 14, 2007 7:48 PM

To:

'Eva Schmidt'

Subject: FW: road closure

Eva, can you start the process?

Bill N

From: richard jack [mailto:ricfarm@telusplanet.net]

Sent: May 11, 2007 9:20 PM To: neufelds@telusplanet.net

Subject: road closure

Richard & Lorraine

May 11/2007

Box 2174

La Crete, AB

T0H-2H0

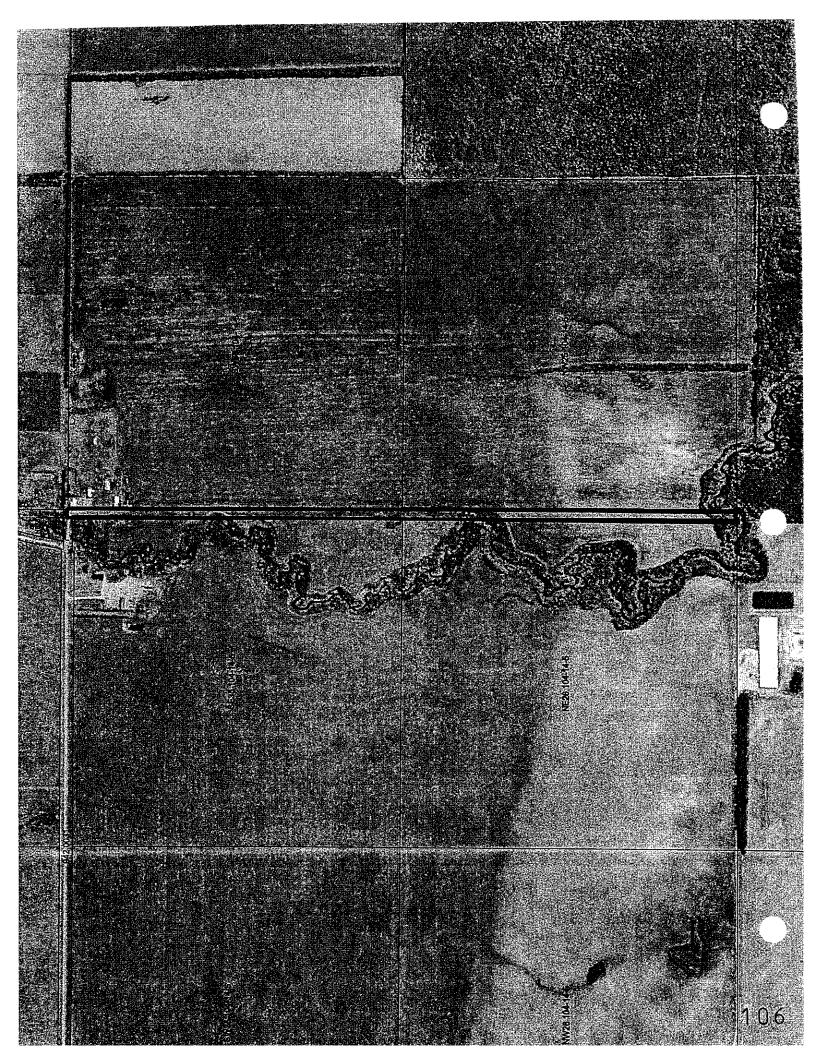
(780)928-4222

ricfarm@telusplanet.net

To Whom it may concern:

We request Mackenzie County consider closing the road allowance. Located on west side of this quarter NW 25 104 14 W5.

Richard & Lorraine Jack





# MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:

**Regular Council Meeting** 

Meeting Date:

May 23, 2007

Presented By:

Paul Driedger, Director of Planning and Emergency Services

Title:

Drainage Right-of-Way within N ½ 3-106-15-W5M,

Plan 992 0893, Block 1, Lot 13 MR and

Plan 992 0894, Block 2, Lot 1

(La Crete)

## BACKGROUND / PROPOSAL:

Mackenzie County has received a letter from Maltais Geomatics with regard to the registration of a drainage right-of-way that was started in 2002 and requires completion. The subject right-of-way is for the drainage ditch within the North ½ 3-106-15-W5M, Plan 992 0893, Block 1, Lot 13 MR and Plan 992 0894, Block 2, Lot 1. The ditch was constructed to provide drainage for the residential subdivisions located within NE 4-106-15-W5M, Plan 012 4176, Block 4, Lot A.

#### **OPTIONS & BENEFITS:**

The subject drainage ditch was constructed by Mackenzie County however, due to staffing changes the project was never registered. Maltais Geomatics has now provided two options with regard to the completion of this drainage ditch as follows:

Option 1

Maltais will submit an "Easement of Monuments Plan" at land titles and invoice Mackenzie County for approximately \$1,200. This would provide Mackenzie County no rights to the constructed drainage ditch through the N ½ 3-106-15-W5M, however it would complete Maltias' legal obligations for the project.

Author:

Eva Schmidt,

Planning Supervisor

Reviewed by:

CAO

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Option 2

والمحاضية تبؤي الابيد

Maltais will proceed with the assistance of Mackenzie County to complete the easement documents, update the drainage right-of-way plan and register it with land titles. Mackenzie County would be invoiced approximately \$4,300 plus GST and fees.

The planning and development department will undertake to complete this project. The drainage ditch should be registered as a drainage right-of-way in the name of Mackenzie County to ensure that full rights for it remain with the County.

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

General Operating Reserves.

#### **RECOMMENDED ACTION:**

That Maltais Geomatics be requested to proceed with the registration of the drainage right-of-way plan on North ½ 3-106-15-W5M, Plan 992 0893, Block 1, Lot 13 MR and Plan 992 0894, Block 2, Lot, for an approximate cost of \$4,300.00 plus GST to be funded from General Operating Reserves.

Author: Eva Schmidt, Reviewed by: CAO

CARRETTE STATE



Box 89, 9802-100 Street, High Level, Alberta T0H 1Z0 • Phone (780) 926-4123 • Fax (780) 926-4550 highlevel@maltaisgeomatics.com • www.maltaisgeomatics.com

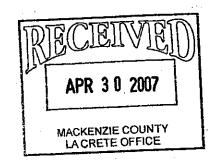
April 19, 2007

Our File: H16702

Mackenzie County
Box 640, 4601 – 46<sup>th</sup> Avenue
Fort Vermillion, AB
T0H 1N0

Attention: Paul Driedger

**Director of Planning** 



Dear Mr. Driedger;

Re: Plan Showing Survey of Drainage Right-of-Way within

N 1/2 Sec 3, Twp 106, Rge 15, W5M, Lot 13 MR, Block 1, Plan 992 0893 &

Lot 1, Block 2, Plan 992 0894, Mackenzie County, Alberta

As you may be aware, we have an unregistered Drainage R/W plan within the noted land locations and we are seeking your assistance in resolving this loose end. I will summarize the history of this file so that you have a full understanding of the situation and can provide our office with clear direction on how to proceed.

We received a request for proposal from GPEC Consulting Ltd (Peace River) in May 2002 and we responded with a letter with our estimated costs. Our proposal was accepted and the field work took place in the fall of 2002 as an as-built legal survey. GPEC's file number is 5353-022-01-40. Survey posts were planted establishing the boundaries of the R/W and a plan was drafted (copy attached). We sent the plan and a letter to Alan Cronkhite in La Crete on November 29, 2002. The letter requested a dollar figure that we could use as consideration to the landowners on the easement documents. The letter had an attachment noting the area of land affected and copies of each of the affected titles.

Our records show no response was received from Mr. Cronkhite and this file has been inactive since that correspondence. Kent Croucher, the Maltais Geomatics Inc. branch manager at the time, maintained contact with the MD and GPEC, in an attempt to keep the file moving towards plan registration. There was some discussion (not documented) that the MD was considering purchasing the land for the drainage R/W as opposed to taking easement. This debate held up the file for several more months.

In December 2002 we interim invoiced GPEC Consulting Ltd., the invoice was forwarded to the Municipal District of Mackenzie No. 23 in January 2003 and was paid the same

**Engineers** 

month (your cheque number 151929, dated January 15, 2003).

In March of 2004 we made another attempt to revive this file by contacting Steve Rozee who at the time was with the water and sewage department in the La Crete MD office. We requested from Mr. Rozee the provision of signed easement documents to accompany our drainage R/W plan to Land Titles for registration. We have received no further correspondence from the MD with respect to this file.

Our efforts since the issue and payment of our invoice H16702-1 has resulted in some additional costs and in order to finalize this file there will be more costs. The costs will vary depending on how we are to proceed. We have at least two options to close off this file.

1. We will submit an "Establishment of Monuments Plan" at the land titles office and send you an invoice for approximately \$1,200.00. This will give you no rights to the constructed drainage ditch through the north ½ section 3-106-15-5, but will complete our legal obligations for this project.

2. We can proceed with the assistance of Mackenzie County, to revive this file, complete the easement documents, update the drainage R/W plan and register the plan and documents at the Land Titles office. The approximate costs will be \$4,300.00 (Plus GST and Fees).

Please get back to our office at your earliest convenience with your comments.

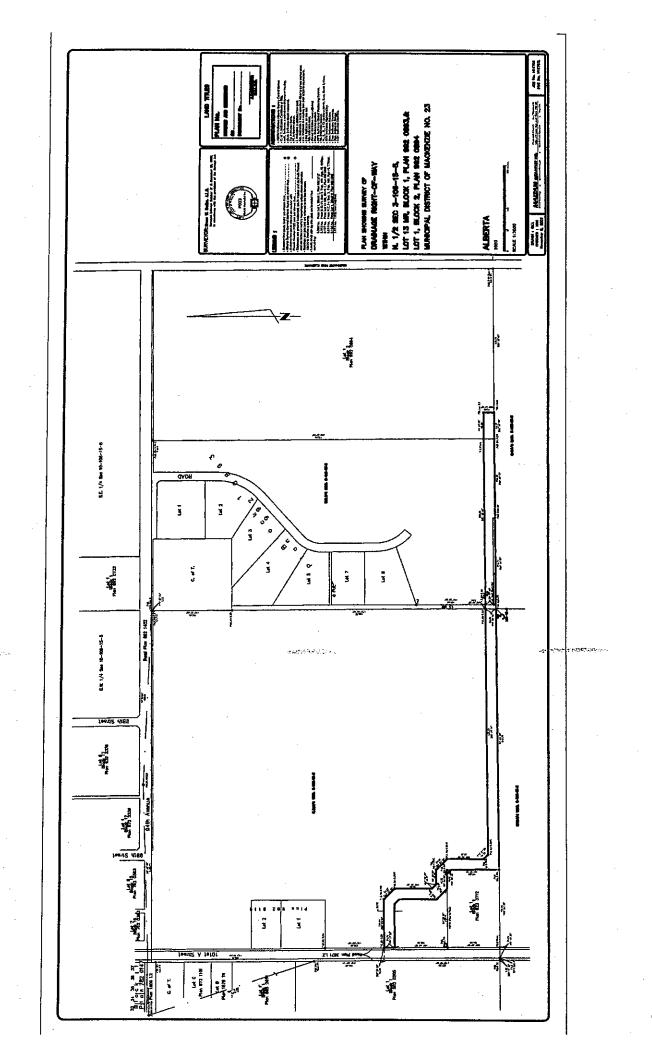
Yours very truly,

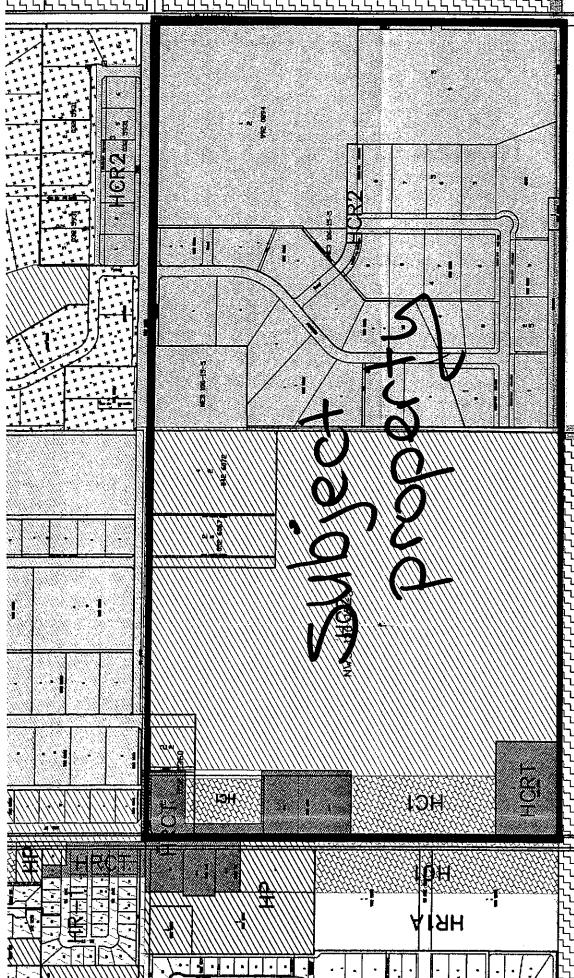
Maltais Geomatics Inc.

Dave Arsenault Branch Manager

DAA/mjd

pc MGI - Edmonton







# MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:

**Regular Council Meeting** 

Meeting Date:

May 23, 2007

Presented By:

Paul Driedger, Director

Planning and Emergency Services

Title:

Fire Invoice Review

# BACKGROUND / PROPOSAL:

A letter was received from Herman and Trudy Banman regarding fire Invoice # IVC05375. The Banman's are formally requesting that the invoice be waived due to financial reasons (Letter attached).

As a point for consideration; this fire call was initially dispatched to Fort Vermilion Fire-Rescue due to the close proximity to the Hamlet, but a delayed response from members caused La Crete Fire-Rescue to attend. La Crete Fire-Rescue was first to arrive at the residence on Hwy 88 south of Fort Vermilion, but the structure was beyond salvaging.

## **OPTIONS & BENEFITS:**

Option 1: That the property owner pay the full amount of the invoice.

Option 2: That the property owner pay a partial amount of the invoice.

Option 3: That the property owner's invoice be waived.

# **COSTS & SOURCE OF FUNDING:**

N/A

## **RECOMMENDED ACTION:**

For discussion

			/)
Author:	J. Gabriel	Review by: CAO CAO	<b>2</b>
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4			<b>~</b>

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Dear M.D. of Mackenzie,

In December our shed with a
generator in it burnt down we did
not have insurance his have to
replace the shed and generator,
We can't afford to pay this bill.
We request that you review our
file Thank you very much,
Sincerely,
Herman J Trucky
Banman

#### \*\*\*HISTORICAL\*\*\*

INVOICE#: IVC0000000005375

# INVOICE

Customer

BANMAN, HERMAN & TRUDY

**BOX 872** 

LA CRETE AB

T0H 2H0

Date:

1/11/2007

ID:

240406

Due Date: 2/10/2007

#### \*PLEASE RETURN THIS PORTION WITH YOUR PAYMENT\*

Quantity	Description	Unit Price	Total
1.00	NW 22-106-11-W5, LA CRETE FIRE RESPONSE INCIDENT NO. 50-LCFR-06	\$660.00	\$660.00
1.00	PUMPER UNIT - 1 @ 1.65HRS @ \$400.00/HR AMBULANCE STANDBY, DEC 18/06 1 @ FLAT RATE @ \$144.00	\$144.00	\$144.00

FÈES ACCORDING TO MUNICIPAL BYLAW NO. 580/06

Subtotal Tax

\$804.00 \$0.00

Total

\$804.00

116

general spile is a man

on the AME Sale ...



# MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:

Regular Council Meeting

Meeting Date:

May 23, 2007

Presented By:

Paul Driedger

Director of Planning and Emergency Services

Title:

Fire Apparatus Utilization

# BACKGROUND / PROPOSAL:

Administration has reviewed the utilization of our emergency services vehicles and one item that was brought forward by Zama Fire Rescue was the current Pumper Truck (Unit 9106) has a standard transmission which is difficult to use for a number of the members on the department.

# **OPTIONS & BENEFITS:**

Following is the current Fire Apparatus Location.

La Cr	ete Fire-Res	cue		
9122			Dummara	
9105	LCFR P2	1988 Ford	Pumper Truck (enclosed pump control)	
9103	LCFR P3		Pumper Truck	
9107	LCFR T1	1991 GMC	Pumper Truck	Tompkins District
9128	LCFR R1	2006 Peterbuilt	Water Tanker Rescue Unit	
Fort V	ermilion Fire	-Rescue	Trescue Unit	
9129	FVFR P1	2006 Peterbuilt	Pumper Trust (	
9109	FVFR P2	1994 GMC	Pumper Truck (enclosed pump control)	
9104	FVFR P3	1979 GMC	Pumper Truck (enclosed pump control) Pumper Truck	
9108	FVFR T1	1991 GMC	Water Tanker	Tendering for Sale
9121	FVFR R1	2003 Freightliner	Rescue Unit	
	ire-Rescue		reduce Offit	
9106	ZFR P1	1991 GMC	Pumper Truck	
9118	ZFR R1	2001 Ford E350	Rescue Unit	

Andt	
Author: P. Driedger Reviewed by	
Reviewed by:	
	CAO

It would make operational sense to switch the FVFR P2 with ZFR P1.

We reviewed options for best utilization of our units and it would be beneficial to move FVFR P2 (1994 GMC pumper) which has an automatic transmission and has an enclosed pump control panel which would then have all 3 of our main Fire Stations with apparatus having enclosed pump controls.

This has been discussed with all three Fire Chiefs to discuss apparatus utilization and determine any concerns with switching some of the apparatus to ensure most efficient utilization of the units and they all agreed with the switch.

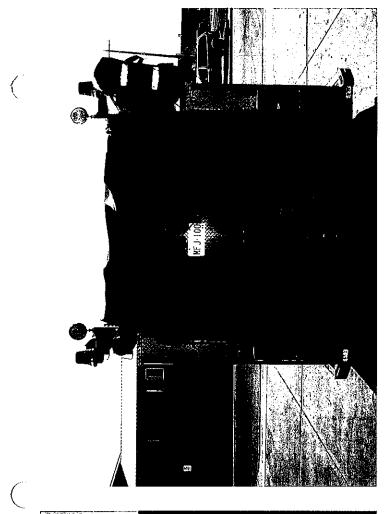
#### **COSTS & SOURCE OF FUNDING:**

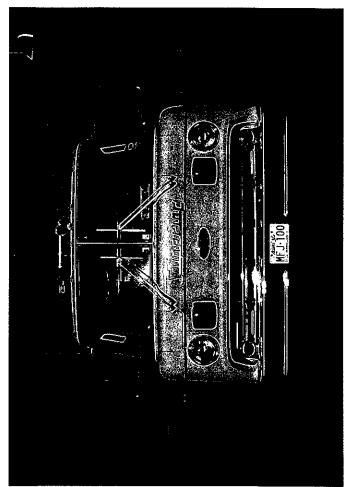
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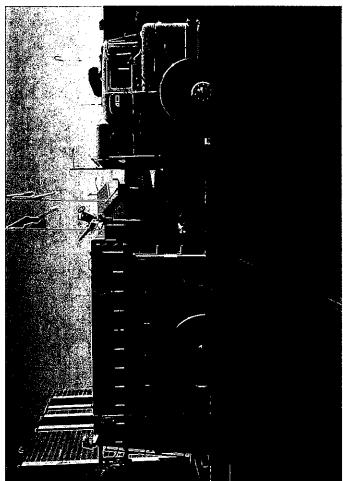
N/A

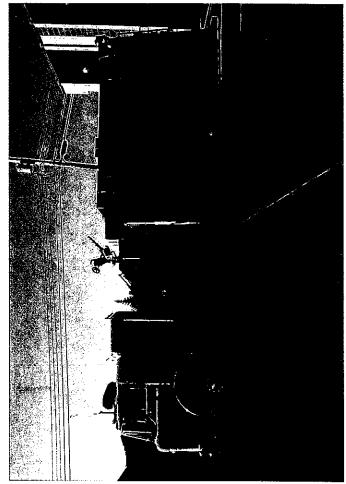
#### **RECOMMENDED ACTION:**

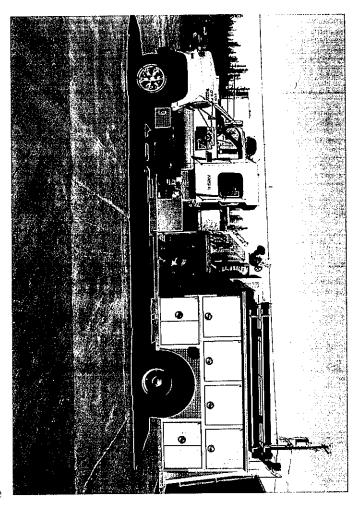
That Fire Apparatus Unit 9106 be moved to Zama Fire-Rescue Station and Unit 9104 be moved to Fort Vermilion Fire-Rescue Station.

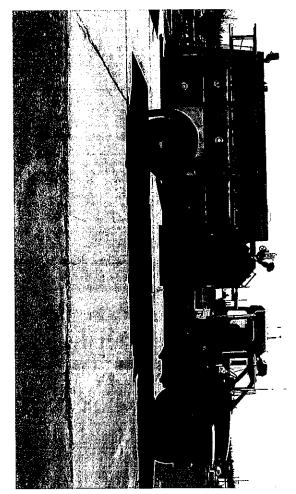


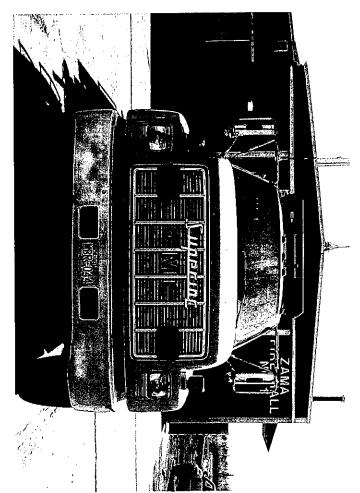


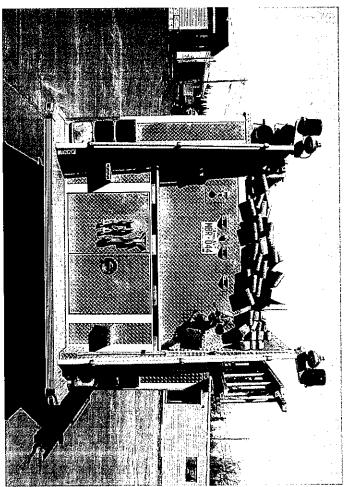


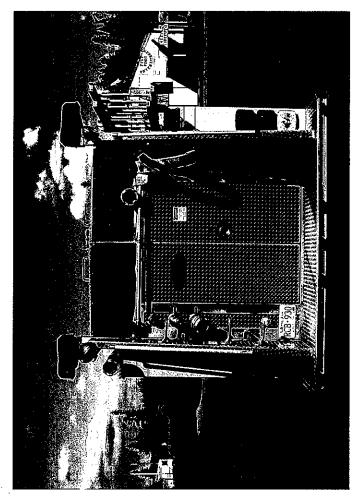


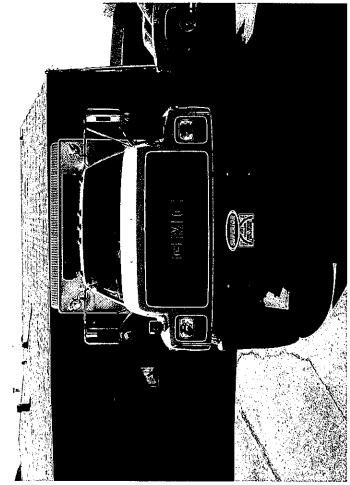


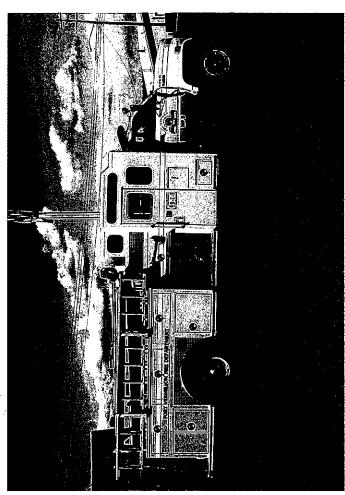


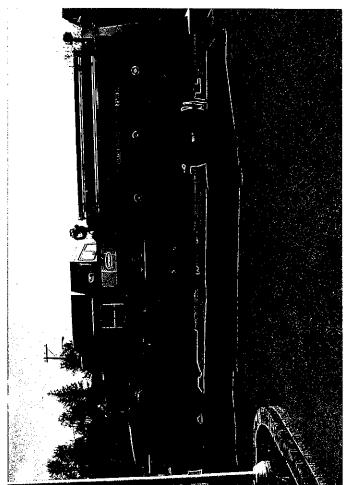
















# MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:

Regular Council Meeting

Meeting Date:

May 23, 2007

Presented By:

Paul Driedger

Director of Planning and Emergency Services

Title:

**County Building Construction Task Force** 

Recommendations

## BACKGROUND / PROPOSAL:

The County Building Construction Task Force met on May 9, 2007 to discuss county building needs for each community. Attached are the minutes from the Task Force

## **OPTIONS & BENEFITS:**

The Task Force made a number of recommendations as follows.

MOTION 07-004

MOVED by Councillor Driedger

The Task Force recommends investigating three potential sites being the Water Treatment Plant property, Hill Park property and La Crete Co-op property, for a County Office facility

CARRIED

**MOTION 07-005** 

**MOVED** by Councillor Newman

That the Task Force recommends proceeding with Request For Proposals for architectural and engineering of the new La Crete

County Office facility.

**CARRIED** 

Author: P.	Driedger	— T————		the state of the s
	Direagei	Reviewed by:	·	<u> </u>
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**MOTION 07-006** 

**MOVED** by Councillor Driedger

That the Task Force recommends inviting the La Crete Library Board and Fort Vermilion School Division to the next Task

Force meeting to discuss Library needs.

CARRIED

**MOTION 07-007** 

**MOVED** by Councillor Newman

The Task Force recommends subdivision and appraisal of the

La Crete County shop and yard.

**CARRIED** 

**MOTION 07-008** 

**MOVED** by Councillor Driedger

The Task Force recommends getting a cost proposal for a new

EMS facility in Fort Vermilion.

**CARRIED** 

**MOTION 07-009** 

**MOVED** by Councillor Newman

The Task Force recommend contracting a building consultant to

provide conditions and costs for the repair of the Fort Vermilion

Airport shop.

**CARRIED** 

**MOTION 07-010** 

MOVED by Councillor Driedger

The Task Force recommends establishing a replacement

schedule for all County facilities.

**CARRIED** 

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

N/A

## **RECOMMENDED ACTION:**

		CAO
Author:   P. Driedger	Reviewed by:	( CAU )
l Author:   P. Driedger	Medicinea na	

## **MOTION 1**

That the Task Force investigate three potential sites being the Water Treatment Plant property, Hill Park property and La Crete Co-op property, for a County Office facility location.

## **MOTION 2**

That the Task Force proceed with Request For Proposals for architectural and engineering of the new La Crete County Office facility.

## MOTION 3

That the Task Force invite the La Crete Library Board and Fort Vermilion School Division to the next Task Force meeting to discuss Library needs.

## MOTION 4

The Task Force proceed with the subdivision and appraisal of the La Crete County shop and yard.

## **MOTION 5**

That the Task Force get a cost proposal for a new EMS facility in Fort Vermilion.

## **MOTION 6**

That the Task Force contract a building consultant to provide conditions and costs for the repair of the Fort Vermilion Airport shop.

#### **MOTION 7**

That the Task Force establish a replacement schedule for all County facilities.

# Mackenzie County County Building Construction Task Force

Wednesday, May 9, 2007 7:30 p.m. Council Chambers Fort Vermilion, AB

PRESENT:

Peter Braun

Councillor

Greg Newman

Councillor Councillor

John W. Driedger William (Bill) Kostiw

Chief Administrative Officer

John Klassen

Manager of Utilities & Facilities

Paul Driedger

Director of Planning & Emergency Services

Minutes of the County Building Construction Task Force meeting for Mackenzie County held on Wednesday, May 9, 2007 at the Council Chambers in Fort Vermilion, Alberta.

**CALL TO ORDER:** 

1. a) Call to Order

Bill Kostiw called the meeting to order at 7:45 p.m.

AGENDA:

2. a) Adoption of Agenda

**MOTION 07-001** 

**MOVED** by Councillor Newman

That the agenda be adopted as presented.

**CARRIED** 

**ELECTION OF CHAIR:** 

3. a) Nominations for Chairman

Mr. Kostiw called for nominations for the position of Chairman for the Mackenzie County Building Construction Task Force.

First Call: Councillor Braun nominated by Councillor Newman

Second Call: No nominations

Third Call: No nominations

**MOTION 07-002** 

**MOVED** by Councillor Driedger that nominations cease.

CARRIED

#### **MOTION 07-003**

## **MOVED** by Councillor Newman

That Councillor Braun be appointed as Chairman for the Mackenzie County Building Construction Task Force.

#### **CARRIED**

# TERMS OF REFERENCE:

## 4. a) County Building Construction Task Force Terms of Reference

The Terms of Reference for the County Building Construction Task Force were reviewed by the Task Force.

# LA CRETE COUNTY OFFICE BUILDING:

## 5. a) Proposed Building Location

Discussion of possible locations for the La Crete office building: Water Treatment Plant, Hill Park and La Crete Co-op.

## **MOTION 07-004**

## **MOVED** by Councillor Driedger

The Task Force recommends investigating three potential sites being the Water Treatment Plant property, Hill Park property and La Crete Co-op property, for a County Office facility location.

#### CARRIED

#### 5. b) Building Design

This would be in conjunction with "Engineering and Architectural".

## 5. c) Engineering and Architectural

#### **MOTION 07-005**

#### **MOVED** by Councillor Newman

That the Task Force recommends proceeding with Request For Proposals for architectural and engineering of the new La Crete County Office facility.

#### **CARRIED**

That a Request for Proposal be requested.

## 5. d) Utilities and Access

The Utilities and Access for the County Building was discussed among the Task Force members.

# 5. e) Tendering versus Project Management versus Building Design

The Tendering, Project Management, and Building Design was discussed among the Task Force members.

# 5. f) Multi Use Building; EMS, RCMP, Library and La Crete Chamber of Commerce

- It was discussed that the Library Board and FVSD be invited to come to the next scheduled meeting.
- The La Crete Chamber of Commerce purchased their own building.
- Determine if the RCMP would consider securing the current MRES office or provide one office in the new County office.
- That the County building be designed with the ability to add an EMS station to the building.

#### **MOTION 07-006**

## **MOVED** by Councillor Driedger

That the Task Force recommends inviting the La Crete Library Board and Fort Vermilion School Division to the next Task Force meeting to discuss Library needs.

#### CARRIED

# LA CRETE COUNTY SHOP:

#### 6. a) Subdivision

Discussed selling the La Crete County Shop property and building a new County Shop on the Water Treatment Plant property.

## 6. b) Appraisal and Sale

Discussed that the County start the process of subdividing and appraising the property to determine of it is feasible to sell and rebuild.

## 6. b) Proposed Location

The Proposed Location of the County Building verses being on the water treatment plant property was discussed.

#### **MOTION 07-007**

## **MOVED** by Councillor Newman

The Task Force recommends subdivision and appraisal of the La Crete County shop and yard.

#### **CARRIED**

# FORT VERMILION FACILITIES:

## 7. a) EMS

The Task Force discussed the Fort Vermilion EMS facility.

#### **MOTION 07-008**

## MOVED by Councillor Driedger

The Task Force recommends getting a cost proposal for a new EMS facility in Fort Vermilion.

#### **CARRIED**

## 7. b) Fire Hall

The Task Force discussed the Fort Vermilion Fire Hall facility. Should be reviewed at a future meeting with the local Councilor present.

## 7. c) County Office

The Task Force discussed the Fort Vermilion County Office facility. Should be reviewed at a future meeting with the local Councilor present.

## 7. d) Airport Shop

The Task Force discussed the Fort Vermilion Airport Shop. Should be reviewed at a future meeting with the local Councilor present and a site tour be done by the Task Force.

#### MOTION 07-009

## **MOVED** by Councillor Newman

The Task Force recommended contracting a building consultant to provide conditions and costs for the repair of the Fort Vermilion Airport shop.

#### **CARRIED**

## 7. e) Public Works Shop

The Task Force discussed the Fort Vermilion Public Works Shop. Should be reviewed at a future meeting with the local Councilor present.

#### ZAMA FACILITIES:

## 8. a) Fire Hall

The Task Force discussed the Zama Fire Hall facility. Should be reviewed at a future meeting with the local Councilor present.

## 8. b) EMS

The Task Force discussed the Zama EMS facility. Should be reviewed at a future meeting with the local Councilor present.

## 8. c) County Office

The Task Force discussed the Zama County office facility. Should be reviewed at a future meeting with the local Councilor present.

#### 8. d) Library

The Task Force discussed the Zama Library facility. Should be reviewed at a future meeting with the local Councilor present.

#### **MOTION 07-010**

**MOVED** by Councillor Driedger

The Task Force recommends establishing a replacement schedule for all County facilities.

#### **CARRIED**

#### **NEXT MEETING DATE:**

## 13. a) To Be Determined.

ADJOURNMEN1	14. a) Adjournment		
MOTION 07-011	MOVED by Councillor Newman		
	That the County Building Construction Task Force meeting be adjourned at 9:25 p.m.		
	CARRIED		
These minutes were appro-	ved on,, 2007.		
Peter Braun, Chair			



# MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:

**Regular Council Meeting** 

Meeting Date:

May 23, 2007

Presented By:

Paul Driedger, Director of Planning and Emergency Services

Title:

Offer to Purchase for Plan 882 1687, Block 1, Lot 1

# BACKGROUND / PROPOSAL:

Superior Propane has made an offer to purchase for Plan 882 1687, Block 1, Lot 1 in the Hamlet of Zama which they have been leasing since 1993 from Mackenzie County.

## **OPTIONS & BENEFITS:**

The subject property is a corner lot in the Hamlet of Zama located on Industrial Drive and Oilmen Road. Superior Propane has been leasing Plan 882 1687, Block 1, Lot 1 from Mackenzie County since 1993 for the storage of propane tanks. In 2003 a report was done by administration recording all county owned lands. During the researching for the report it was noted that this particular lease had expired in 1998 and was never

A letter was sent to Superior Propane on March 18, 2003 informing them that the lease had expired and offered them the option of entering into a new lease or to purchase the

A year later on April 20, 2004, Superior Propane responded with payment for the rental arrears and informing the County that they were reviewing the two options and would respond shortly. No decision was ever received by Mackenzie County.

Administration sent another letter on January 12, 2007 requesting a response from

Superior Propane responded on March 5, 2007 with a revised lease agreement.

Author:

Paul Driedger. Director of Planning

Reviewed By:

CAO

Mackenzie County responded April 5, 2007, advising Superior Propane that the changes to the lease were not acceptable that condition 20 of the lease was to remain. Once again they were given the option to enter into the new lease agreement for two years plus rental arrears from 2001 to 2006 or to purchase the lot for \$16,850.00 and the rental arrears.

On May 11, 2007 administration received an offer from Superior Propane to purchase Plan 882 1687, Block 1, Lot 1 for the amount of \$16,850.00. With no mention of payment for the rental arrears.

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

To be borne by the developer.

## **RECOMMENDED ACTION:**

#### **MOTION**

That Mackenzie County accepts the offer from Superior Propane Inc. to purchase Lot 1, Block 1, Plan 882 1687 in the Hamlet of Zama for the amount of \$16,850.00 subject to the payment of the outstanding rental arrears invoice.

Author:	 Review Date:	CAO	



**Mackenzie County** P.O Box 640, Fort Vermilion AB T0H 1N0 Phone (780) 927-3718 Fax (780) 927-4266

April 5, 2007

Superior Propane 1111 -49<sup>th</sup> Avenue NE Calgary AB T2E 8V2

Attention: Duane Ellingson, General Council

Dear Mr. Ellingson:

#### Lease Agreement Plan 882 1687, Block 01, Lot 01

Thank you for your response of February 2, 2007. Mackenzie County is willing to enter into a two year lease agreement with Superior Propane commencing on May 1, 2007. Providing the following conditions are met:

- 1. Condition 20, Landlord's Right of First Refusal must remain in the lease agreement.
- The outstanding rent for 2001 to 2006 must be paid prior to in conjunction with signing the new lease agreement.

On March 18, 2003 a letter was sent to Superior Propane advising that the lease agreement expired December 31, 1998. Two options were given, one to purchase the lot for \$16,850.00 or enter into a new lease agreement and pay the rent from 2001 to date at the market value of \$1,685.00 per annum.

Superior Propane responded a year later on April 20, 2004 with a cheque for rent for 2001 to 2004 at a rate that does not correspond with any of our previous rates.

Please find enclosed a revised lease agreement and the rental invoice for 2001 till 2006, minus the \$1,284 paid on April 20, 2004.

If we do not receive a response by May 5, 2007 we will consider you as not being in agreement with our lease conditions and will request the County Council for disposal of this property through public process.

Please contact myself at 928-4993, if you have any questions.

Yours truly,

Paul Driedger, Director of Planning

**Enclosures** 

INVOICE #: IVC00000000005702

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#### Customer

SUPERIOR PROPANE INC ATTN: PROPERTIES DEPARTMENT 1111 - 49TH AVENUE SW CALGARY AB T2E 8V2 Date: 4/18/2007 Customer# 238304 Due Date: 5/18/2007

\*PLEASE RETURN THIS PORTION WITH YOUR PAYMENT\*

Quantity	Description	Unit Price	Total
1.00	LEASE L-1 B-1 PLAN-882 1687	\$7,141.00	\$7,141.00

LEASE L-1 B-1 PLAN-882 1687 LEASE FOR JAN 1, 2001 TO DEC 31, 2006 2001 TO 2006 @ \$1685.00/YEAR = \$8425.00 MINUS PMT OF \$1284.00 REC'D APRIL 20, 2004 \$7141.00 OUTSTANDING- SEE ATTACHED LETTER

Subtotal Tax	\$7,141.00 \$0.00
Total	\$7,141.00

PAYMENT DUE UPON RECEIPT - PAYABLE TO THE MD of Mackenzie PLEASE INCLUDE TOP PORTION WITH PAYMENT



Marcie Yont
Properties Analyst
Direct Telephone: (403) 730 - 5831
Direct Facsimile: (403) 730 - 7523
E-mail: yontm@superiorpropane.com

April 26, 2004

Attention: Liane Lambert, Development Officer

Municipal District of Mackenzie No. 23 P.O. Box 640 Fort Vermilion, AB T0H 1N0

Dear Ms. Lambert:

Re:

Lease agreement 882 1687, BL 01, L01 1030 Industrial Drive Zama City, AB APR 2 6 2004

MUNICIPAL DISTRICT
OF MACKENZIE NO. 23

M.D. - FORT VERMILION

I apologize for the delay in responding to your letter of March 18, 2004. While we have not yet completed our review of the variables and the business plan for this location, we are enclosing a cheque in the amount of \$1,284 representing rent for the period of July 19, 2001 up to and including July 18, 2004, plus GST, as per the lease currently governing this property. This brings our account current.

We will continue to review the lease and purchase options outlined in your letter and hope to be in a position to respond shortly.

Yours truly,

Marcie Yont Properties Analyst

cc: Jordan Matychuk, Peace River Market Manager

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1111-49 AVENUE NE CALGARY, AB T2E 8V2

www.superiorpropane.com

General Telephone: (403) 730-7500 General Facsimile: (403) 730-7512



Customer & Comments: Superior Propane 1111-49 Avenue NE Calgary AB T2E 8V2

## MD of Mackenzie No.23

P.O. Box 640 Fort Vermilion, Alberta Phone: (780) 927-3718 Fax: (780) 927-4266 E-Mail: fvo@md23.ab.ca

OFFICIAL RECEIPT

30621

Date: Jun 1, 2004 Initials: CK

Receipt Type	Roll/Account	Description	Outstanding Amount	Quantity	Receipt Amount	Still Owing
General	LNDR	Land Rental	31,284.00	I	\$1,284.00	\$0.00

Cheque Number: 2135537

----- PAYMENT SUMMARY ------

 Tax Amount:
 \$0.00

 Receipt Total:
 \$1,284.00

 Cash Received:
 \$0.00

 Cheque Received:
 \$1,284.00

 Other Received:
 \$0.00

\$1,284.00



Municipal District of Mackenzie No. 23 P.O. Box 640, Fort Vermilion, AB. T0H 1N0 Phone: (780) 927-3718 Fax: (780) 927-4266

March 18, 2003

Superior Propane Inc. 1111-49<sup>th</sup> Ave "SW Calgary, AB T2E 8V2

ATT: Land Consultant

Lane Lambert Development Officer

#### RE: Lease Agreement for 882 1687, BL 01, L 01

On July 19, 1993 ICG Propane Inc. (now Superior Propane Inc.) entered a five year lease agreement with the option to purchase, with the Municipal District of Mackenzie No 23 for a lot in Zama, AB Plan 882 1687, Bl 01, Lot 01. This agreement expired on July 19, 1998.

The Municipal District of Mackenzie No 23 is offering 2 proposals to Superior Propane Inc.

- 1. Enter into a new lease agreement drafted at current market value of \$1,685.00 plus two years rent from 2001 or,
- 2. Purchase Lot 01, BL 01, Plan 882 1687 for the assed value of 16,850.00 plus two years rent at \$1,685.00/year.

Please call should you have any question or need further assistance at (780) 927-3718

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#### LEASE

This lease made as of the	day of	, 2007.
BETWEEN:		

## MACKENZIE COUNTY (hereinafter called "the landlord")

- and -

## SUPERIOR PROPANE, A DIVISION OF SUPERIOR PLUS LP.

(hereinafter called the "tenant")

WHEREAS the landlord is the registered owner of the lands described as:

LOT 01, BLOCK 01, PLAN 882 1687

## EXCEPTING THEREOUT ALL MINES AND MINERALS

and, the tenant is now and wants to continue leasing a portion of these lands from the landlord.

IN CONSIDERATION of the mutual covenants and agreements herein, the parties agree as follows:

## 1. Grant of Lease

The landlord hereby leases to the tenant a portion of the lands, consisting of an area being a total of 2.21 acres more or less, as outlined in red on Schedule "A" attached hereto and made a part of this lease (herein called "the leased premises").

## 2. Term of Rental

The term of this lease is a period of Two (2) years commencing May 1, 2007 (lease commencement date) to April 30, 2009. Notwithstanding the date above, the term shall commence on the lease commencement date.

## 3. Payment of Rent

During the currency of the lease, the tenant shall pay to the landlord the following amounts, until changed, as allowed by this lease:

a) For land rent the sum of Sixteen hundred and eighty five (\$1,685.00) Dollars, per annum, payable in advance on or before May 1<sup>st</sup> of each and every year of the term.

The tenant shall, during the term of this lease, pay to the landlord the rent reserved at the times and in the manner provided herein without any deduction or abatement whatsoever.

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Rent shall be considered as accruing from day to day hereunder and where it is necessary to calculate such rent for an irregular period of less than one year or less than one calendar month, an appropriate apportionment and adjustment shall be made.

Where the calculation of rent cannot be made until after the termination of this lease, the obligation of the tenant to pay this rent shall survive the termination hereof and such amount shall be payable by the tenant upon demand by the landlord.

#### 4. Use of Premises

The tenant shall use the leased premises exclusively for Liquid propane storage with operator/caretaker residence and purposes incidental, and for no other use.

The tenant will not permit to be committed any waste or any nuisance thereon or permit any part of the demised premises to be used for any dangerous, noxious or offensive trade, occupation or business, nor permit anything to be done nor do anything that may obstruct or interfere with the rights of the adjoining landowners and tenants. Notwithstanding the above, the tenant shall have the non-exclusive right to store, dispense and sell liquid propane on the leased premises.

## 5. Repair and Maintenance

The tenant shall continue to be responsible for the upkeep and maintenance of the leased premises and for the provision and maintenance of its buildings and equipment thereon.

The tenant shall provide its own janitorial service and acknowledges that the landlord is not responsible for providing fire protection, or policing and security services.

With respect to snowplowing, the landlord will be responsible for snowplowing from the main road to the Leased premises.

#### 6. Utilities

The tenant shall, at its cost, be responsible for the installation and supply of electricity and all other utilities to the leased premises. Such utilities supplied to the leased premises shall be separately metered and directly billed to the tenant and all payments of such utility costs shall be made directly to the supplier of such electricity and utilities.

#### 7. Signs

The tenant shall not install, display or affix any sign, lettering or advertising medium to the exterior of the hangar or elsewhere on the leased premises without, in each instance, securing the prior written approval of the landlord. Should the tenant install, display or affix any sign, lettering or advertising matter upon the landlord's land or the leased premises without the prior written approval of the landlord, and should such sign, lettering or advertising matter be objectionable to the landlord, it shall be removed forthwith by the tenant upon request by the landlord.

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#### 8. Antennae

The tenant shall not install radio or television antennae or any mechanical, electrical or other means of sound production or similar devices without the prior written consent of the landlord. The tenant shall indemnify and save harmless the landlord against all claims, demands, loss or damage to any person or property arising out of the erection, maintenance or removal of any sign, aerial or other installation.

## 9. Improvements

The tenant shall have the right from time to time during the term of this lease to make such changes, alterations, additions or extensions, or effect any rebuilding, whether of a structural nature or otherwise (herein collectively called "improvements") in and to the leased premises as the tenant may think necessary, but subject to the following conditions:

- a) The improvements shall be such as will not, in the landlord's opinion, when completed, diminish the value or utility of the leased premises or change its character.
- b) Improvements shall not be commenced until the tenant shall have obtained all building and other permits required by lawful authority.
- c) Improvements which involve structural or substantial changes, or changes to the services of the premises, alterations, additions or extensions or rebuilding of the premises shall not be commenced until detailed plans and specifications have first been submitted to and approved by the landlord in writing, such approval not to be unreasonably withheld.
- d) Every improvement shall be constructed expeditiously, in good and workman like manner, in compliance with the detailed plans and specifications approved by the landlord, and any laws, regulations or other requirements of all authorities having jurisdiction.
- e) The tenant shall maintain reasonable fire and liability insurance during the construction of every improvement whenever and to the extent that the landlord may reasonably require.

## 10. Repair

To maintain, decorate and keep in good and substantial repair and condition the leased premises and all fixtures and improvements now or at any time hereafter forming part of the leased premises and used in connection therewith, including landscaping and including, without restricting and generality of the foregoing, all repairs of whatever nature and kind required to be made to the buildings constructed upon the leased premises. The landlord shall have no obligation to maintain and repair the leased premises whether structural or otherwise.

## 11. Inspections and Notice to Repair

The tenant shall permit the landlord to enter the leased premises and view the state of repair and cleanliness thereof. The landlord may give the tenant written notice requiring the tenant to repair, maintain or clean, with which the tenant must comply within 15 days.

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If the tenant shall at any time fail to make any such repairs or replacements as required by the written notice of the landlord, the landlord may make them or cause them to be made and the cost thereof, together with interest thereon computed at the rate of 15% per annum from the date of payment by the landlord, shall be charged to and paid by the tenant as additional rent due 30 days from the date of invoice by the landlord.

## 12. Tenant's Property

All structures, erections, materials, supplies and things at any time constructed, erected, laid, brought or placed upon the leased premises for the purposes of constructing, installing, maintaining and operating the premises shall be entirely at the risk of the tenant in respect of loss, damage, injury, destruction or accident from whatsoever causes arising, unless such damage, injury, destruction or accident is due to the willful act or negligence of the landlord or any employee, agent, or contractor of the landlord.

#### 13. Taxes

The tenant shall promptly pay when due all taxes, rates, duties, assessments, grants in lieu and other like charges, whether municipal, provincial or federal or otherwise charged upon the leased premises or upon the landlord on account thereof, during the term of this lease.

## 14. Inflammable or Dangerous Substances

The tenant represents, covenants and warrants to and in favour of the landlord that:

- (a) it shall not allow any Hazardous Substance to be placed, held, located or disposed of on, under or at the leased premises without prior written consent of the landlord which consent may be arbitrarily or unreasonably withheld;
- (b) it shall not allow the leased premises to be utilized in any manner in contravention of any applicable laws intended to protect the environment, including without limitation, laws respecting the disposal and emission of Hazardous Substances;
- (c) to the extent that Hazardous Substances are permitted, placed, held, located or disposed of on, under or at the leased premises pursuant to the permitted use of the leased premises and in accordance with the terms hereof, the tenant shall:
  - (i) comply with, or cause to be complied with, all applicable laws and regulations relating to the use, storage and disposal of the Hazardous Substances,
  - (ii) it shall take all reasonable measures not to cause or permit any of its business, undertaking, activity or use of or on the leased premises to create any condition which violates any provision of the Environmental Protection and Enhancement Act, (Alberta) or any applicable federal or municipal code, by-law, regulation or statute,
  - (iii) it shall immediately notify the landlord, Alberta Environment or Environment Canada of any improper storage or release of Hazardous Substances,
  - (iv) at the request of the landlord, provide evidence of compliance with all applicable laws and regulations, such evidence to include inspection

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- reports and such tests as the landlord may reasonably require, all at the expense of the tenant,
- (v) it shall promptly perform and work, or cease any activity to remedy and repair any adverse condition created by improper storage or release of Hazardous Substances, so as to achieve conformity and compliance with all laws, by-laws, regulations and codes, and
- (vi) it shall promptly cease any activity which causes or results in any Hazardous Substances being released in or onto the leased premises or any adjacent property.
- (d) without restricting the generality of the foregoing, in the event that gasoline, aviation fuel or other storage tanks form a part of the leased premises or are placed in or upon the leased premises, the tenant shall:
  - (i) maintain and repair such storage tanks in a compliance with the applicable fire code and Alberta Environmental Protection standards, and
  - (ii) at the request of the landlord, assign any warranties or guarantees received from the manufacturer or installer or such storage tanks in favour of the landlord as additional security.
- (e) "Hazardous Substances" means any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:
  - (i) radioactive materials,
  - (ii) explosives,
  - (iii) any substance that, if added to water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant,
  - (iv) any solid, liquid, gas or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition in the air that:
    - A. endangers the health, safety or welfare of persons or the health of animal life,
    - B. interferes with normal enjoyment of life or property, or
    - C. causes damage to plant life or to property,
  - (v) toxic substances including, without restriction, urea formaldehyde foam insulation, asbestos and poly-chlorinated biphenyls, and
  - (vi) substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by an government authority having jurisdiction over the landlord's lands.
- (f) The tenant hereby authorizes the landlord to make enquiries from time to time of any government or governmental agency with respect to the tenant's compliance with any environmental laws, by-laws, regulations and codes pertaining to the tenant, the leased premises and any business or activity conducted on or from the leased premises.
- (g) In the event the tenant fails to promptly commence and diligently complete any work it is required to perform pursuant to this clause, the landlord may enter onto the leased premises and perform any such work. No such entry shall be deemed to be a re-entry or a breach of the covenant for quiet enjoyment in this lease or implied by law.

- (h) If the tenant brings, permits, creates or uses in the leased premises any Hazardous Substances or if the conduct of any business or undertaking on the leased premises or their use causes there to be any Hazardous Substances upon the leased premises, then, such Hazardous Substances shall be and remain the sole and exclusive property of the tenant and shall not become the property of the landlord, notwithstanding the degree of affixation of the Hazardous Substances or the goods containing the Hazardous Substances to the leased premises and notwithstanding the expiry, surrender or early termination of this lease.
- (i) The tenant hereby indemnifies and saves harmless the landlord and its successors and assigns from and against any and all losses, liabilities, damages, costs and expense of any kind whatsoever including, without limitation:
  - (i) the costs of defending, counter-claiming or claiming over against third parties in respect to any action or matter including legal fees, costs and disbursements on a solicitor and his own client basis and at all court levels;
  - (ii) any costs, liability or damage arising out of a settlement of any action entered into by the landlord with or without the consent of the tenant; and
  - (iii) the cost of repair, clean-up or restoration paid by the landlord and any fines levied against the tenant,

which at any time or from time to time may be paid, incurred or asserted against the landlord, as to a direct or indirect result of the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release, of Hazardous Substances from the leased premises either onto any lands, into the atmosphere or into any water. This indemnification shall survive the expiration of the term of the lease and the termination of the lease for whatever cause or any renewal of the lease.

## 15. Indemnification and Insurance

- a) The tenant agrees to indemnify and hold harmless the landlord from any and all claims, demands or actions for which the tenant is legally responsible, including those arising out of negligence, willful harm or crimes by the tenant or the tenant's employees, agents, contractors and invitees. This hold harmless shall survive this lease.
- b) The tenant shall be responsible for maintaining general liability insurance in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence. During the term thereof, at the landlord's request, the tenant shall provide to the landlord from time to time, a certificate of insurance, as evidence that such coverage is in full force.
- The tenant shall be responsible for insuring, during the whole of the term hereof, all the tenant's buildings and improvements, from time to time forming part of the demised premises, on a replacement cost basis for the full insurable value thereof with loss payable jointly to the tenant and the landlord. The tenant shall immediately notify the landlord upon the occurrence of any loss. The tenant shall also provide a copy of the policy or a certificate of insurance or renewal to the landlord.

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d) The tenant shall obtain from its insurer an acknowledgment to notify the landlord of any lapse or change in coverage, for any reason whatsoever. The acknowledgment shall be provided to the landlord at the time of execution of this lease, and upon any change in insurer.

## 16. Landlord's Right to Insure - If

- The insurer cancels or threatens to cancel any insurance policy, or if the insurer refuses to renew any insurance policy or reduces the coverage thereunder in any way by reason of the use, occupation, operation or maintenance of the leased premises by the tenant or anyone permitted by the tenant to be upon the leased premises, and if the tenant fails to remedy the condition giving rise to cancellation, threatened cancellation, failure to renew or reduction in coverage within seventy-two (72) hours after notice thereof from the insurer, or
- b) The tenant is unable or unwilling to provide and maintain any insurance it is required to maintain in amounts, form, terms, and with an insurer approved by the landlord pursuant to Clause 15, then the landlord, in addition to any other remedy, may, at its option,
  - (i) Enter upon the leased premises and remedy the condition giving rise to such cancellation, threatened cancellation, failure to renew or reduction in coverage, and the tenant shall forthwith pay the costs thereof to the landlord, or
  - (ii) In either case, without assuming any obligation in connection therewith and without prejudice to any other rights and remedies of the landlord, effect such of the insurance at the sole cost of the tenant, and all outlays and expenses incurred by the landlord shall be immediately paid by the tenant to the landlord.

## 17. Peaceful Enjoyment

Upon the tenant paying the rent and performing the tenant's covenants, it shall peaceably hold the leased premises during the term or any renewal without any interference by the landlord or any person acting for him.

#### 18. Overholding

If at the expiration of the term of this lease, or sooner determination as herein provided, the tenant shall hold over for any reason, the tenant shall be deemed to be occupying the premises as a tenant from month to month only, and shall, in the absence of a written agreement to the contrary, be subject to all the terms and conditions of this lease, except as to duration and except any provisions herein requiring the tenant to erect or remove buildings and improvements on the leased premises.

## 19. Ownership of Building and Fixtures

The tenant and landlord agree that upon termination of this lease, the tenant shall have 60 days to remove its hangar, other buildings and improvements from the leased premises.

In the event, the tenant fails to remove same within that period, then the hangar, other buildings and improvements or any of them not removed, shall be fixtures of the lands and become the absolute property of the landlord.

Nothing in this clause, shall derogate from the tenant's covenants in Clauses 4, 5, 9, 10 and 14 to leave the buildings and leased premises in good repair and in a neat, clean and tidy condition.

It is understood, the tenant's right to remove its Storage tank, other buildings and improvements under this clause, shall not apply during any default by the tenant, especially with respect to any default in payment of rental and, other charges specified in this lease and interest thereon.

## 20. Landlord's Right of First Refusal

If during the term or any extended term or within the sixty days following termination of the lease, the tenant receives a bona fide offer to purchase the Caretakers residence, liquid storage tank, other buildings and improvements or any part of them from a party other than the landlord at a price and upon terms which the tenant desires to accept, the tenant shall send to the landlord a copy of the offer, in accordance with the Notices provision of this lease. The landlord has the option for a period of thirty days after the receipt of the offer, to purchase at the price specified therein. If the landlord elects to exercise the option, it shall give written notice thereof to the tenant within the thirty-day period, and within sixty days thereafter the tenant shall convey and assign the property purchased to the landlord. If the landlord does not elect to exercise the option within the thirty-day period, the tenant may thereafter convey the property to the other party, at the price and upon the terms set out in the offer. If, however, a sale is not completed to the other party, this right of first refusal continues in force.

## 21. Destruction or Damage of Premises

If during the term the leased premises shall be damaged by fire, lightning, tempest, impact of aircraft, acts of God or the Queen's enemies, noise, insurrections or explosion, then:

If the leased premises shall be incapable of being repaired or restored with reasonable diligence within One Hundred Twenty (120) days of the happening of the damage, then the landlord may at its sole option terminate this lease by notice in writing to the tenant given within Thirty (30) days of the date of the happening of the damage, and if such notice is given this lease shall cease and become null and void from the date of the happening of the damage and the tenant shall immediately surrender the leased premises and all its interests therein to the landlord and the landlord may re-enter and repossess the leased premises discharged of this lease, but if within the said period of Thirty (30) days the landlord shall not give notice terminating this lease as aforesaid, then upon the expiration of the said period (or at such earlier time as the landlord desires) the tenant shall proceed with reasonable promptitude to repair or restore the leased premises.

b) If the leased premises are capable with reasonable diligence of being repaired or restored within One Hundred Twenty (120) days of the happening of such damage, then the tenant shall restore or repair the leased premises with reasonable promptitude after the happening of the damage.

## 22. Compliance with Laws

The tenant shall promptly comply with and conform to the requirements of every applicable law, by-law, regulation, ordinance and order at any time or from time to time in force during the term affecting the leased premises or the machinery, equipment and other facilities located in the leased premises. This provision shall apply to the tenant's re-fueling operations. The tenant shall not use the leased premises in any way, whether within the use hereinbefore permitted or not, which would or may impose upon the landlord any obligation to modify, extend, alter or replace any part of the leased premises nor any of the machinery, equipment or other facilities located in the leased premises, except where previously agreed to by the landlord in writing.

## 23. Mortgage or Encumbrance

No mortgage or encumbrance (by way of assignment, sublease or otherwise) of this lease of the tenant's interest hereunder or in the lands or the building shall be made by the tenant unless the following conditions have been complied with:

- a) The mortgagee or encumbrancer shall covenant with the landlord to be bound by all the covenants and obligations of the tenant hereunder as soon as such mortgagee or encumbrancer enters into possession of the tenant's interest, or otherwise takes steps to enforce its security which have the effect of depriving the tenant of the ability fully to perform those covenants and obligations, and upon any exercise of any power of sale, the assignee of the mortgaged rights shall covenant with the landlord to perform the tenant's obligations under this lease but so soon as the assignee becomes bound by the tenant's obligations, the mortgagee or encumbrancer shall be relieved from its covenant.
- b) Every mortgage or encumbrance of the building shall be made expressly subject to the rights of the landlord under this lease, and in particular to the right of the landlord to acquire title thereto upon expiration or termination of this lease, as provided in Clause 18.
- c) The mortgage or encumbrance upon the tenant's leasehold interest and the lands and the building shall not include any property except the tenant's interest in the leased premises.
- d) The tenant shall observe and perform all its obligations incurred in respect of assignments, mortgages and encumbrances of its leasehold interest and its interest in the building, and shall not suffer or allow any such obligations to be in default, and if any such default shall occur the landlord may but shall not be obliged to, rectify such default for the account of the tenant. Any amount paid by the landlord in so doing, together with all reasonable costs and expenses shall be reimbursed to the landlord on demand together with interest at the rate of 15% per annum from the date incurred until paid, and may be recovered as if it were rent in arrears.

e) The tenant shall promptly, whenever requested by the landlord, execute an acknowledgement or certificate in favour of any actual or prospective assignee, mortgagee or encumbrancer of the landlord's interest, acknowledging or certifying the status of this lease, any modifications of the lease, any breaches of covenant known to the landlord with the intent that any such acknowledgement or certificate may be relied upon by any person to whom it is addressed.

## 24. Assignment or Sublease

The tenant may not assign this lease or sublet the premises without prior written consent of the landlord first being obtained, such consent to be at the sole discretion of the landlord, provided, however, that no such assignment or subletting shall in any way affect or release the liability of the tenant hereunder, which shall continue throughout the full term of this lease.

In the event of any assignment or transfer with the consent of the landlord as aforesaid, notwithstanding any act or rule of law or regulation to the contrary, unless otherwise agreed to by the landlord, the tenant shall nevertheless remain liable to the landlord for the payment of all rent, additional rent, and for the full observance and performance of the covenants and provisions herein contained, and the tenant shall indemnify the landlord against all acts of default or neglect in respect of the leased premises by any assignee, transferor or sub lessee.

#### 25. Default

The landlord shall be entitled to re-enter the leased premises on the non-payment of rent whether or not the landlord has made a formal demand for the payment thereof, the failure by the tenant to perform any other term or condition of this lease required to be performed by the tenant and such default is not remedied by the tenant within 15 days of receipt of written notice of such default from the landlord, or if the tenant (or its agents) falsified any report or information required to be furnished to the landlord pursuant to this lease.

In the event rent and any other charges are not paid to the landlord when due and payable as stipulated herein, the landlord in addition to its other remedies hereunder, shall be entitled to collect interest computed on such arrears at the rate of 15% per annum preceding the date that the payment is received and this interest shall be considered as rent.

In the event the tenant defaults under any term of this lease, the tenant shall reimburse the landlord forthwith for all legal fees and disbursements on a solicitor and his client basis and for all bailiff's fees and disbursements that the landlord may incur as a result of such default, such fees and disbursements being payable by the tenant on demand as rent.

## 26. Objectionable Conduct

Nothing shall be done or permitted on the leased premises either by the tenant or by an agent, employee or invitee of the tenant, which, in the opinion of the landlord, is deemed

objectionable, this includes, but is not limited to, anything constituting a nuisance in respect of users and owners of adjacent lands and the landlord's lands or causes the premiums for any insurance carried by the landlord to be increased or the policy cancelled. In such event, upon the landlord's giving to the tenant 15 days notice and if the tenant does not cease such objectionable conduct within that period, this lease shall cease and determine in accordance with such notice.

## 27. Return of Premises

The tenant shall upon the termination or surrender of this lease, leave the leased premises neat, clean, level, and free and clear of all waste material, debris and rubbish, all such work to be done to the satisfaction of the landlord, and the tenant shall make good all damages caused to the property. If the land is not left neat, clean, level, free and clear of all waste material, debris and rubbish then the landlord may have the leased premises restored to a satisfactory condition and tenant agrees to bear the full expense of all work commissioned by the landlord, together with interest thereon at the rate of 15% per annum from the date of payment by the landlord until paid to the landlord.

## 28. Termination

If the leased premises or any part thereof is used by the tenant during the term of this lease for a purpose other than as stated in Clause 4, the landlord shall be entitled, at its option, forthwith to terminate this lease by giving 60 days notice in writing to the tenant. Thereupon rent and all other payments payable by the tenant hereunder shall be apportioned and paid to the date of termination and the tenant shall surrender and yield up possession of the leased premises to the landlord.

#### 29. Renewal

This lease may be renewed by the tenant for a maximum of Two (2) further terms of Five (5) years each by giving 60 days notice in writing to the landlord, prior to the expiration of the lease for the first renewal and, thereafter, Sixty (60) days prior to the expiration of the successive renewal.

The landlord may change the annual rental at the commencement of each Five (5) year renewal, according to changes in land values and administration costs.

#### 30. Waiver

No waiver by the landlord of any breach by the tenant of any of its obligations hereunder shall be a waiver of any subsequent breach or of any other obligation, nor shall any forbearance by the landlord to seek a remedy for any breach by the tenant be a waiver by the landlord of its rights and remedies with respect to such or any subsequent breach.

#### 31. Notices

All notices, demands and requests which may be or are required to be given by either party hereto to the other shall be in writing. All notices, demands and requests by the landlord to the tenants shall be served personally or sent by registered mail addressed to the tenant at:

Attention: Superior Propane, Properties Department

1111-49<sup>th</sup> Ave SW

Calgary, Alberta T2E 8V2

Phone Number: (800) 424-8807

or at such place as the tenant may from time to time designate by a written notice to the landlord, and all notices by the tenant to the landlord shall be served personally or sent by registered mail addressed to the landlord at:

Chief Administrative Officer Mackenzie County P.O. Box 640 Fort Vermilion, Alberta T0H 1N0 Fax Number: (780) 927-4266

or at such other place as the landlord may from time to time designate by written notice to the tenant. Notices which are served in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereof, in the case of those given by registered mail, on the third business day following the date of mailing.

Notices may also be given directed as above by electronic facsimile transmission to the numbers stated under the mailing addresses.

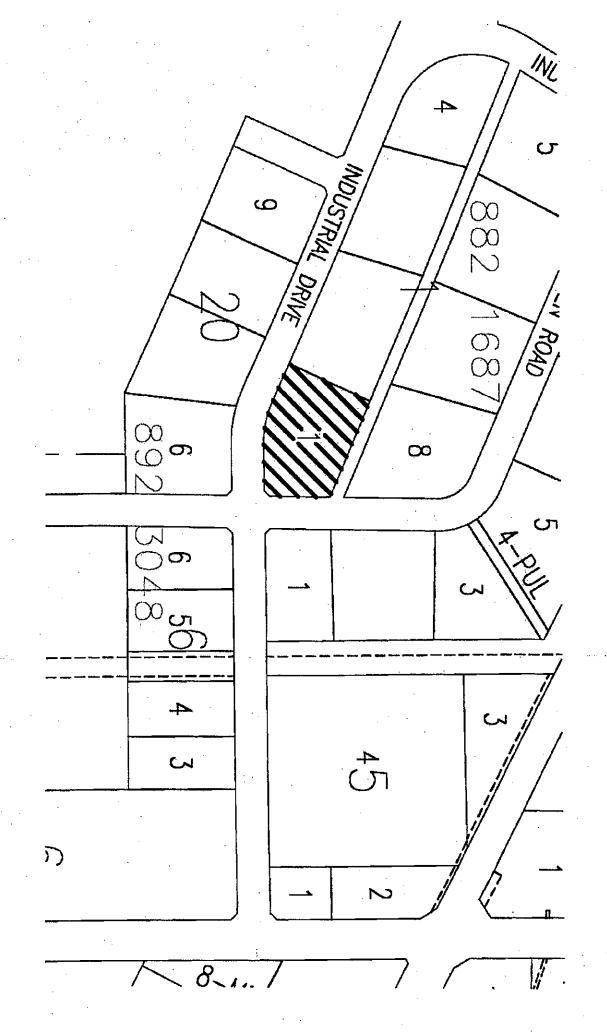
#### General

- 1) Words importing the singular number only shall include the plural and vice versa; words importing the masculine gender shall include the feminine gender and shall include firms and corporations.
- 2) This lease and everything herein contained shall extend to, bind and enure to the benefit of the heirs, executors, administrators, successors and assigns (as the case may be) of each of the parties. All covenants herein contained shall be deemed joint and several.
- 3) The tenant may register a caveat in the Land Titles Office in respect of its interest hereunder, but shall not register the lease and shall not cause to be registered any other charge, caveat or encumbrance without first obtaining the landlord's written consent. Any such caveat filed shall, at the request of the landlord, be postponed to any security granted by the landlord and registered against title to its lands.
- 4) The tenant shall not permit any builders' lien or any other lien or charge to be filed or remain filed against the leased. The tenant shall cause any such liens or other charges filed to be removed at the tenant's sole expense, forthwith upon receiving written notice to do so from the landlord.
- 5) If any covenant, obligation, agreement, term or condition of this lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this lease or the application of such covenant, to persons or circumstances other than those in respect of which it is held invalid or

unenforceable, shall not be affected and each covenant shall be separately valid and enforceable to the fullest extent permitted by law.

SIGNED by the parties as of the	date first written above.
	Municipal County
	Per: Chief Administrative Officer
WITNESS	Chief Administrative Officer
	Superior Propane a division of Superior Plus LP, by its General Partner Superior Plus Inc.
WITNESS	Per:
	Per:

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and a con-



# MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:

Regular Council Meeting

Meeting Date:

May 23, 2007

Presented By:

John Klassen, Manager of Utilities and Facilities

Title:

Service Levels of County Campgrounds and Playgrounds

# BACKGROUND / PROPOSAL:

Administration revised policy ADM040 as per Council Motion 07-021 to include all County parks, with the exception of any privately owned parks.

# **OPTIONS & BENEFITS:**

See attached policy for review.

# **COSTS & SOURCE OF FUNDING:**

N/A

# RECOMMENDED ACTION:

That policy ADM040 be adopted as amended.

luthor:	C. Friesen	Review Date:		
-			CAO	100

# **Mackenzie County**

Title	Service Levels of Mackenzie County	Policy No:	ADM040
	Campgrounds and Playgrounds		

#### **Purpose**

To identify classifications and service levels of county campgrounds and playgrounds.

### **Policy Statement**

Service will be provided to Mackenzie County campgrounds and playgrounds according to their designated classification. Classifications for playgrounds and campgrounds may be combined.

# 1. Classifications of Campgrounds and Playgrounds

- 1. Green Space
- 2. Playground
- 3. Urban Park
- 4. Day Use Campground
- 5. Overnight Campground

Council has determined the classification of existing county parks are as follows:

Recreation Area	Classification	Operational Authority
Mackenzie Housing Park	Playground and Urban Park	County
Fort Vermilion Pioneer Park	Playground and Day Use Campground	County
La Crete Hill Park	Playground and Day Use Campground-	
Reinland Park	Playground and Day Use Campground	
108 <sup>th</sup> St Park	Playground	County
FV Arena Park	Playground	FV Rec Board
Buffalo Head Tower	Day use Campground	County
Tompkins Landing	Day use campground	County
Tourangeau Lake	Day use campground	County
D.A. Thomas Park	Day use campground	County
Hutch Lake Park	Day use and overnight campground	Town of HL
Bridge Campground	Day use and overnight campground	FV Rec Board
Machesis Lake	Day use and overnight campground	County
Wadlin Lake	Day use and overnight campground and playground	County
Zama Park	Urban Park, day use and overnight campground and playground	Zama Rec Board

#### 2. Service Levels

Parks will be upgraded and maintained to provide the minimum level of services as dictated by their classification.

#### 1. Green Space

- Maintenance (grass cutting as required)
- Picnic tables (as required)

### 2. Playground

- Good Repair and maintenance of property
- · Playground Equipment that is CSA Compliant
- Basic Equipment is supplied and installed (ex. Swings, sandbox, slides etc.)
- Garbage Bins
- · Washrooms where required

### 3. Urban Park

- · Good repair and maintenance of property
- Garbage bins
- Picnic area
- Washrooms where required
- Fencing if required

## 4. Day Use Campground

- Picnic tables
- Fire pits
- Washroom facilities
- Garbage bins
- Shelters (as required)
- Dock or boat launch (as required)
- Parking area

#### Overnight Campground

- Picnic tables
- · Fire pits and firewood
- Washroom facilities
- Shelters (as needed)
- Dock or boat launch (as required)
- Parking area

- Not-potable water facilities (as required according to use)
- Garbage bins
- Camping stalls

#### <u>Signage</u>

- All rural parks should have proper signage with "County" placed before all classification names. (i.e. County Day Use)
- Green space classifications should read as "Rest Area". (i.e. County Rest Area")

### **Inspections**

 All playground equipment shall be inspected pursuant to the Playground Inspection Policy ADM020.

## **Operating Authority**

- Campgrounds and Playgrounds may be placed under the control of a local recreation board when it is mutually agreed upon by both parties.
- Operating authorities are responsible for maintenance and inspections of facilities pursuant to this and other applicable county policies.

	Date	Resolution Number
Approved	January 7, 2003	03-947
Amended	September 30, 2003	03-538
Amended	February 24, 2004	04-101
<del> </del>		

\_ 160

Required Tompkins La    Required Tompkins La
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\$21,500       \$17,550       \$0       \$500       \$7,500       \$45,500       \$41,500       \$41,500       \$41,500       \$41,500       \$41,500       \$41,500       \$41,500       \$41,500       \$41,500       \$41,11
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\$31,500 \$17,550 \$0 \$500 \$500 \$7,500 \$45,500

# Municipal District of Mackenzie No. 23 Municipal Parks and Playgrounds Levels of Service Review August 2005

# La Crete and Area

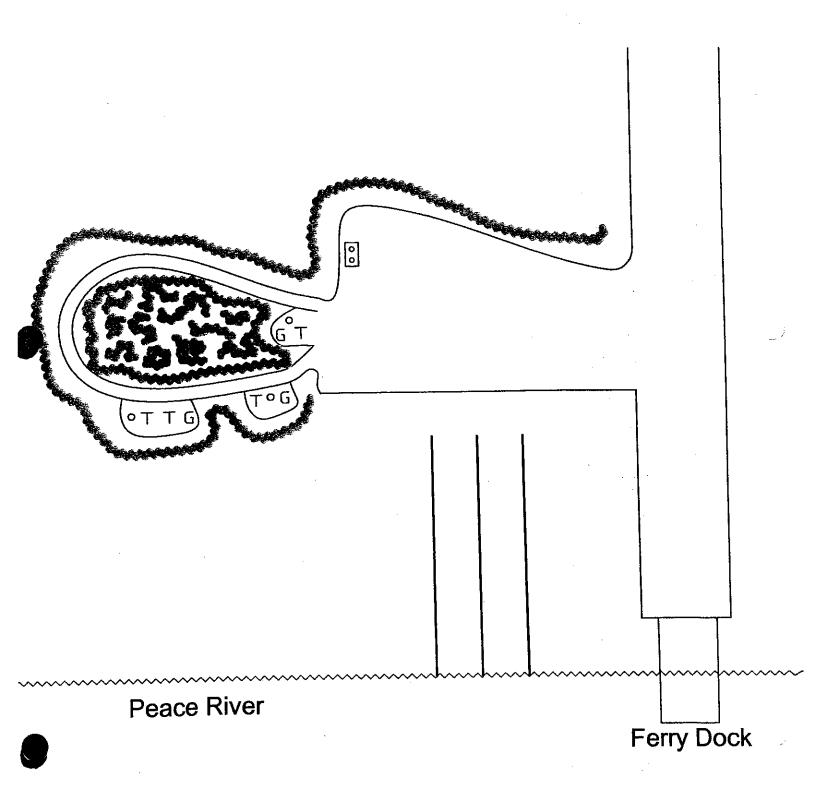
## Tompkins Landing Day Use Area:

Tompkins Landing Day Use Campground is located approximately 60 kilometers southwest of La Crete along Highway 697, and situated along side of the Tompkins Landing Ferry crossing on the Peace River. This day use area has the following amenities:

- 3 Day use sites equipped with fire pits and movable wooden picnic tables
- Public outhouses
- Garbage receptacles
- Large parking area

- Clean out previous sites that are now not visible
- New outhouse facilities
- Shelter area
- Well water
- Upgraded picnic tables and fire pits
- Clearing of underbrush and deadfall
- Regular road maintenance with a light regravelling of road
- Fish cleaning station
- Boat launch
- Fire wood station
- Replace existing signage

# Tomkins Landing Day Use Area



# **Buffalo Head Tower Day Use Area:**

The Buffalo Head Tower Day Use Campground is located approximately 35 kilometers south of La Crete on top of the Buffalo Head Hills and is situated along side of the Buffalo Head fire look out tower. This day use area has the following amenities:

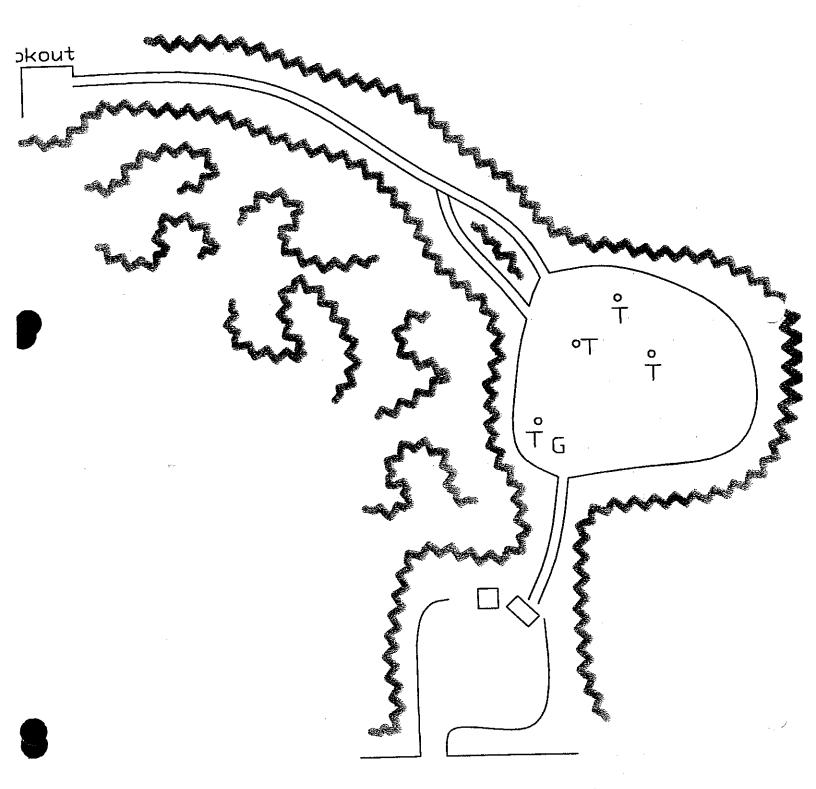
- 4 Day use sites equipped with fire pits and movable wooden picnic tables
- Large open green space area
- Walking trails
- Wooden look out area
- Public outhouses
- Garbage receptacles
- Large parking area

# Upgrades to this site could include:

- Upgrade to stationary picnic tables and additional fire pits
- Repair existing look out structure
- Install wooden walkway with railing along cliff edge trail to look out (eroding under edge)\*
- Clearing of some underbrush along walking trail
- Shelter area
- Well water
- Fire wood station
- Repair out house building (structural damage on east wall)
- Clear brush along road to tower
- Signage identifying ownership
- Signage shelter structural repair
- Repair holes in walking trail
- Remove exposed rebar in steps along trail

This is a safety/liability issue as collapse of walking trail could happen at any time.

# Buffalo Head Tower Day Use Area



# <u> Tourangeau Lake Day Use Area:</u>

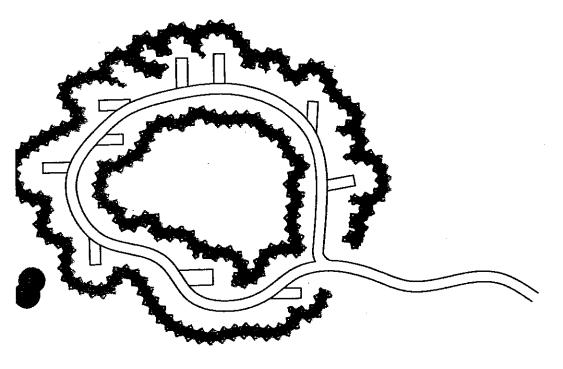
The Tourangeau Lake Day Use Campground is located approximately 2 kilometers northwest of La Crete and situated on the east side of Tourangeau Lake. This day use area has the following amenities:

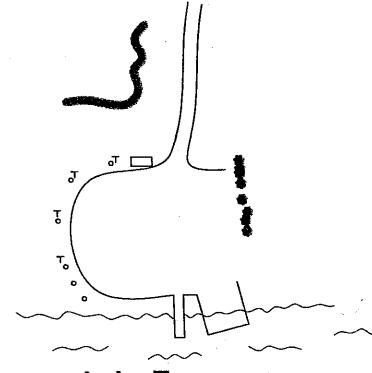
- 6 Day use sites equipped with fire pits and 4 with concrete picnic tables
- 10 overnight camping sites (Closed with no services)
- Open green space area
- Public outhouses
- Garbage receptacles
- Large parking area
- Boat dock and launch

- Re-open overnight camping area installing 10 picnic tables and fire pits and clearing of some underbrush
- Install outhouse at overnight area
- 2 new concrete tables at day use area
- Maintenance and light regravelling of road
- Renovate existing outhouse at Day use area
- Shelter area
- Fire wood station at day use and overnight area
- Lighting
- Reclamation of beach area
- Well or Municipal water

# Tourangeau Lake Day Use Area

(Closed overnight camping area shown)





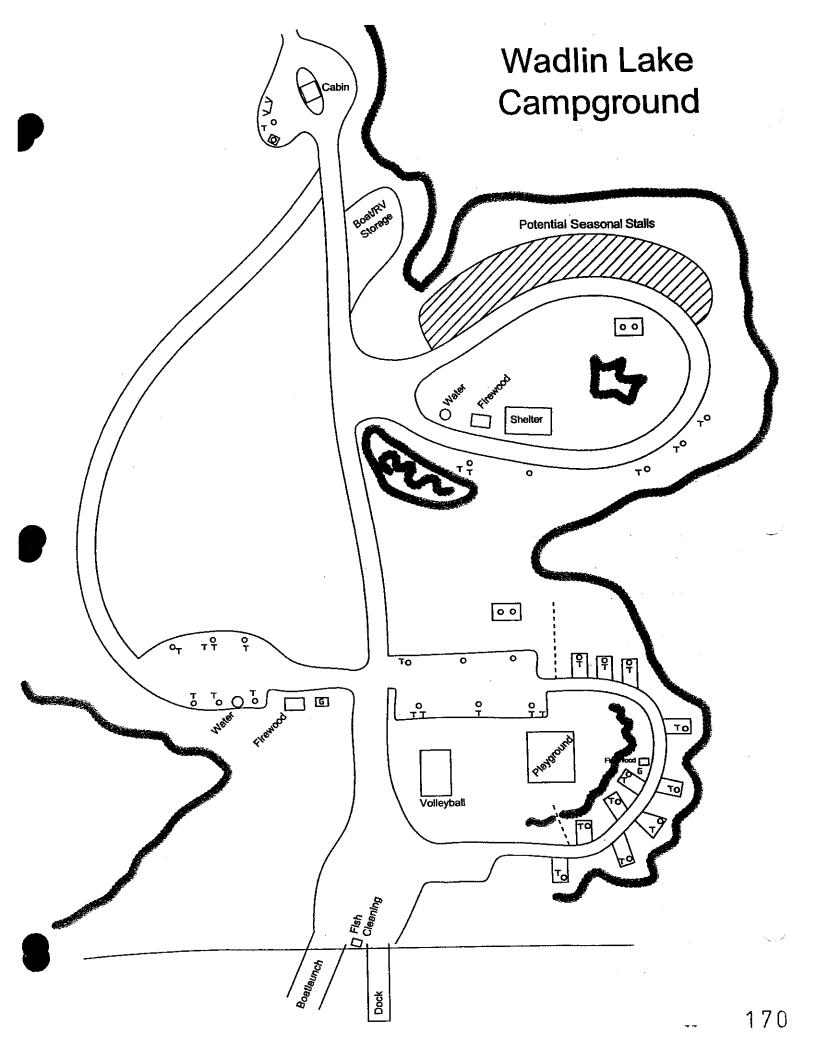
Lake Tourangeau 168

# Wadlin Lake Campground:

Wadlin Lake Campground is located approximately 100 kilometers southeast of La Crete and approximately 85 kilometers south of Fort Vermilion and is situated on the northeast of Wadlin Lake. This Overnight campground area has the following amenities:

- 28 Overnight and day use sites equipped with fire pits and wooden picnic tables
- Seasonal caretaker with registration cabin
- Large group camping area
- Open green area space
- Public outhouses
- Garbage receptacles
- Large parking area
- Boat dock and launch
- Shelter area
- Well water
- Fire wood stations
- Composite Children's playground equipment and swings
- Fish cleaning stations
- Beach volley ball area

- Upgraded washrooms with showers
- Beach area
- Walking trail maintenance
- Boat marina
- Lighting at Playground area
- Cell phone booster at registration cabin
- Public R.V. Dump



# La Crete Hill Park:

The La Crete Hill Park is located along 94<sup>th</sup> avenue La Crete, behind the Mustus Lake Centre. This Urban Park and Playground has the following amenities:

- 4 day use sites equipped with fire pits and concrete picnic tables
- Open green area space
- Park benches
- Skate board park
- Paved walking trails
- Large tobogganing hill
- Public washrooms with municipal water
- Garbage receptacles
- Large parking area.
- Shelter area
- Composite Children's slide and swings
- Beach volley ball area
- Lighting
- Fenced park

- Increased grass seeding
- A new name possibly with public input
- Fire wood station
- Composite children playground equipment for age 3 years to 10 years old
- Pay phone
- Staining of shelter and washroom
- Closed circuit surveillance security system

# Reinland Park:

Reinland Park is located on 101<sup>st</sup> avenue and 101<sup>st</sup> street La Crete. This Urban Park and Playground has the following amenities:

- 4 day use sites equipped with fire pits and concrete picnic tables
- Open green area space
- Park benches
- Public washrooms with municipal water
- Garbage receptacles
- Parking area
- Composite Children's playground equipment and swings
- Lighting
- Fenced park

- Shelter area
- Additional day use sites with picnic tables and fire pits

# 108th Street Park:

The 108<sup>th</sup> street park is located between 108<sup>th</sup> and 109<sup>th</sup> street La Crete. This park currently has no services, however, has been landscaped and seeded.

- Park benches
- Garbage receptacles
  - Parking area
- Composite Children's playground equipment and swings
  - Lighting
  - Fenced park

# Fort Vermilion and Area

# Machesis Lake Campground:

Machesis Lake Campground is located approximately 55 kilometers west of Fort Vermilion and situated on the north side of Machesis Lake. This Overnight campground area has the following amenities:

- 19 Overnight and day use sites equipped with fire pits and stationary wooden picnic tables
- Seasonal caretaker with registration cabin
- 2 Public outhouses
- Garbage receptacles
- Fire wood stations
- Parking area
- Boat dock with shore launch
- · Fish cleaning stations
- Walking Trails

- Upgraded washrooms with showers
- Beach area
- Group campsite area
- Lighting
- Holding tank for caretaker residence
- Beach volley ball area
- Well water
- Open green area space
- Shelter area
- Composite Children's playground equipment and swings
- Expanded camping area linked to day use area
- . M.D. signage with rules and regulations
- Park benches

Machesis Lake Campground Machesis Lake

# **Bridge Campground:**

The Bridge Campground is located approximately 10 kilometers northwest of Fort Vermilion and is situated north east of the Fort Vermilion Bridge. This Overnight campground area is run by the Fort Vermilion Recreation Board and has the following amenities:

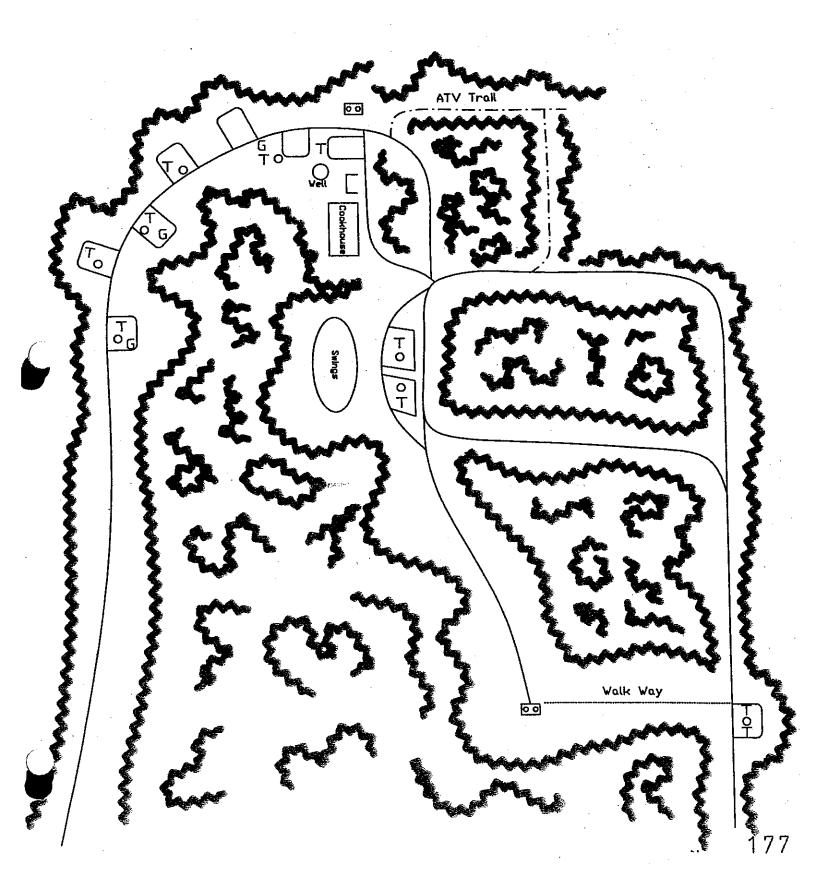
- 10 Overnight and day use sites equipped with fire pits and wooden picnic tables
- Public outhouses
- Garbage receptacles
- Parking area
- Large shelter area with cook stove
- Children and baby swings
- Fire wood station
- Well water
- ATV trails

Recommendations to the Fort Vermilion Recreation Board for upgrades could include:

- Park benches
- Recreation Board signage with rules and regulations
- Deadfall at walking trails should be removed
- Under brush and deadfall should be cleared
- Group campsite area
- Beach volley ball area
- Composite Children's playground equipment
- Stocked fire wood
- Replace missing and broken fire pits
- Boat Launch at river
- Stationary picnic tables

Obvious CSA compliance violations exist with the playground surfacing. These violations should be identified and rectified due to safety and liability issues.

# Bridge Campground



# Fort Vermilion Urban Park (Pioneer Park):

The Fort Vermilion Urban Park is commonly know as Pioneer Park, and located directly behind Fort Vermilion Fire Hall. This Urban Park and Playground has the following -or Public Library amenities:

- 2 day use sites equipped with raised cooking grills and 2 wooded picnic tables
- Open green area space
- Garbage receptacles
- Parking area only along road edge
- Composite Children's playground equipment
- Fenced park play area has a vaised platform with pinic table

- Picnic Tables and Fire Pits (has 2 vaise & five recepticals)
  - Park Benches
  - **Swings**
  - Washrooms with municipal water
  - Lighting at playground
  - Fire wood station

# Fort Vermilion Arena Park:

The Fort Vermilion Arena Park is located at the front side of the Community & Cultural Complex. This playground is operated by the Fort Vermilion Recreation Board and includes the following amenities:

- Swings
- Climbing Bars (Monkey Bars)
- 2 picnic tables
- Garbage receptacles
- Parking area
- Open green area space

Recommendations to the Fort Vermilion Recreation Board for upgrades could include:

- Park benches
- Lighting
- Composite Children's playground equipment
- Proper signage identifying ownership

Obvious CSA compliance violations exist with the swings. These violations should be identified and rectified due to safety and liability issues.

## D.A. Thomas Park:

The D.A. Thomas Park is located directly across from the Fort Vermilion water treatment facility along River Road. This day use campground has the following amenities:

- Several day use sites equipped with some fire pits, and wooded picnic tables
- Open green area space
- Public outhouses his + hers / unit
- Garbage receptacles
- Parking area /
- Shelter area ]
- Park Benches 4
- Boat launch /
- Boat dock 1

Upgrades to this site could include:

- Picnic tables and fire pits- 5 sites have fire pits, 2 do not have fire pit
- Washrooms with municipal water
- Lighting
- Fire pits at all sites -2 missia a
- Stocked fire wood station
- Repair existing post and cable fence
- Install post and cable fence along perimeter of park
- Signage identifying ownership with history of the D.A. Thomas ship

Done

## Mackenzie Housing Park

Mackenzie Housing Park is located at 52<sup>nd</sup> avenue in Fort Vermilion. This playground is operated by the Fort Vermilion Recreation Board and has the following amenities:

- Day use sites equipped Picnic tables and garbage receptacles
- Open green area space
- Park benches
- Parking area
- Composite Children's playground equipment and swings
- Out door skating rink
- Basketball nets
- Fenced park

Recommendations to the Fort Vermilion Recreation Board for upgrades could include:

- Shelter area
- Public washrooms with municipal water
- Proper maintenance of facility
- Lighting at Playground
- · Hardened surface at basketball nets
- Signage identifying ownership with guidelines
- Beach volleyball area
- · Cut down and shape hill to accommodate for tobogganing

A safety concern exists at the area of the slide hill with the placement of a table and garbage receptacle at the base of the slide / trail area. This is a safety and liability issue.

# High Level Area

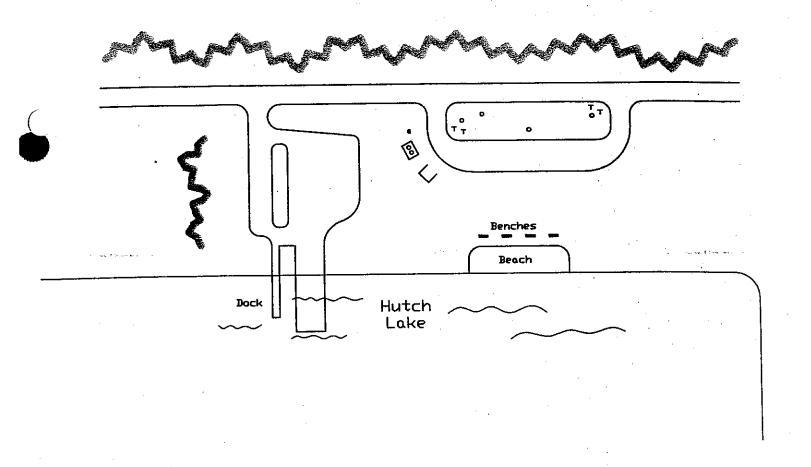
# **Hutch Lake Campground:**

Hutch Lake Campground is located approximately 35 kilometers north of High Level and is situated on the west side of Hutch Lake. This Overnight and Day Use Campground area is a Municipal Campground, however is currently operated by the Town Of High Level due to a council agreement. This facility has the following amenities:

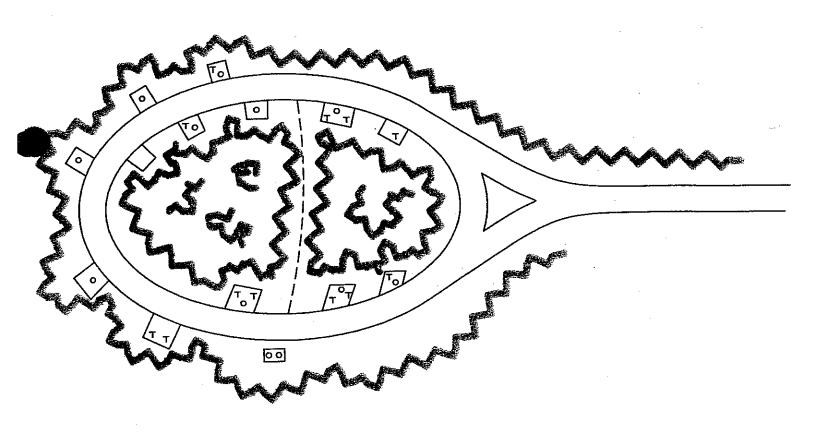
- 13 Overnight and 4 day use sites, some equipped with fire pits and wooden picnic tables
- Public outhouses
- Garbage receptacles
- Parking area
- Boat dock
- Boat launch
- Fish cleaning stations
- Beach area
- Walking trails
- Well water

- Seasonal caretaker with registration centre
- Upgraded washrooms with showers
- Group campsite area
- Regular maintenance of road
- Lighting
- Beach volley ball area
- Shelter area
- Composite Children's playground equipment and swings
- Signage with rules and regulations
- Park benches
- Stationary wooden picnic tables
- Fire pits through out
- Stocked fire wood in stations

# Hutch Lake Day Use Area



# Hutch Lake Campground



# Zama and Area

# Zama Community Park:

Zama Community Park is located along Aspen Drive This Overnight and Day Use Campground is operated by the Zama Recreation Board and has the following amenities:

- 14 Overnight and day use sites equipped with fire pits and wooden picnic tables
- Trout pond
- Large picnic day use area
- Composite playground equipment
- Swings
- Public outhouses
- Garbage receptacles
- Parking area
- Beach volley ball area

#### Upgrades to this site could include:

- Group campsite area
- Public washrooms and showers with municipal water
- · Clear underbrush and deadfall
- Lighting
- Perimeter fencing
- Shelter area
- Signage with rules and regulations
- Park benches
- Proper signage advising ownership with rules and regulations

An emphasis should be placed on ensuring all playground equipment is CSA compliant.



# MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:

**Regular Council Meeting** 

**Meeting Date:** 

May 23, 2007

Presented By:

**Grant Smith** 

Title:

**ADDITION** 

**Roadside Spraying Contracting** 

#### **BACKGROUND / PROPOSAL:**

Mackenzie County is experiencing difficulty attracting individuals to apply for the seasonal "Sprayer Operator" position. As a result there was no Roadside Spraying done in 2006. The Municipality advertised for Sprayer Proposals in the fall of 2006 and received three from local contractors. However the ASB had concerns such as cost effectiveness and quality control and decided to advertise the seasonal position once more. The ASB also considered funding a Pesticide Applicator course within the municipality to generate interest in the position. Due to Provincial legislation and restrictions it was decided this wouldn't be an effective solution.

There are approximately 900 kilometers of road ditch to be sprayed. The areas scheduled to be sprayed are High Level and Rocky Lane west.

# **OPTIONS & BENEFITS:**

La Prairie Group Contractors has recently submitted a proposal to contract spray for the 2007 season. The estimated time of completion is one month, completion date would be around July 15<sup>th</sup>.

La Prairie Group employs licensed applicators and has the necessary equipment.

The Municipality is to supply the chemical.

# **COSTS & SOURCE OF FUNDING:**

Estimated cost is \$20,000

Mackenzie County has complete 2006 chemical inventory in storage.

Author:	G. Smith	Review Date:	May 22, 2007	CAO		

# **RECOMMENDED ACTION:**

That Council award the spraying contract to La Prairie Group Contractors at a cost not exceeding \$20,000, with the transfer of funds from Chemical (531) to Professional Services (233).

		•			
Author:	G. Smith	Review Date:	May 22, 2007	CAO	



# MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:

**Regular Council Meeting** 

**Meeting Date:** 

May 23, 2007

Presented By:

**Agricultural Service Board** 

Title:

**ADDITION** 

2007 Roadside Mowing Contracts

#### **BACKGROUND / PROPOSAL:**

Mackenzie County awards Roadside Mowing contracts in 10 Geographical areas within the County. All roads within the County are mowed once per year. Areas north of the Peace River are to receive a full width mow, areas south of the Peace River will receive one pass (approx. 3 meters). Mackenzie County does not mow Provincial Highways.

Mowing is to commence July 2<sup>nd</sup> and is to be completed by August 1<sup>st</sup>.

#### **OPTIONS & BENEFITS:**

Good maintenance practice for safety, brush/weed control and aesthetics.

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

Attached are the lowest bids for each area. Total cost including GST is \$157,205.29.

Total budget amount is \$165,000.00.

### **RECOMMENDED ACTION** Requires Unanimous

That Council award roadside mowing contracts to the lowest bidder of each geographical area listed.

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Author:	G. Smith	. R	eview Date:	May 22, 2007	CAO	 -

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# 2007 MACKENZIE COUNTY ROADSIDE MOWING TENDERS Tuesday, May 22, 2007 Tender Opening 1:30 p.m.

### Council Chambers, Fort Vermilion, AB

Assumption Bypass		
Peace Country Mowers Ltd.	\$ 41,340.00	·
Herman W. Friesen	\$ 9,494.99	John D. Krahn
John D. Krahn	\$ 9,010.00	\$ 9,010.00
John J. Peters	\$ 14,935.82	
Zama Access		<b>斯特拉尔巴克德尔哈特斯森 克罗斯斯斯</b> 斯克
Peace Country Mowers Ltd.	\$ 55,120.00	
Herman W. Friesen	\$ 13,450.00	Herman W. Friesen
John D. Krahn	\$ 13,780.00	\$ 13,450.00
John J. Peters	\$ 21,131.00	
Wadlin Lake Road		
Peace Country Mowers Ltd.	\$ 1,589.79	
Herman W. Friesen	\$ 2,549.99	Peace Country Mowers Ltd.
John D. Krahn	\$ 4,240.00	\$ 1,589.79
John J. Peters	\$ 4,216.15	
High Level		
Peace Country Mowers Ltd.	\$ 34,725.23	
Herman W. Friesen	\$ 28,090.00	John D. Krahn
John D. Krahn	\$ 26,500.00	\$ 26,500.00
John J. Peters	\$ 28,068.27	
Rocky Lane West		
Peace Country Mowers Ltd.	\$ 33,748.70	
Herman W. Friesen	\$ 37,630.00	Peace Country Mowers Ltd.
John D. Krahn	\$ 40,280.00	\$ 33,748.79
John J. Peters	\$ 42,846.05	
Rocky Lane East		
Peace Country Mowers Ltd.	\$ 42,381.18	
Herman W. Friesen	\$ 39,193.50	John J. Peters
John D. Krahn	\$ 40,280.00	\$ 35,587.38
John J. Peters	\$ 35,587.38	
La Crete/Blumenort West		
Peace Country Mowers Ltd.	\$ 15,233.79	
Herman W. Friesen	\$ 13,352.82	Herman W. Friesen
John D. Krahn	\$ 17,569.50	\$ 13,352.82
John J. Peters	\$ 16,029.59	
Tompkins/Bluehills		
Peace Country Mowers Ltd.	\$ 8,593.42	
Herman W. Friesen	\$ 6,847.60	Herman W. Friesen
John D. Krahn	\$ 14,840.00	\$ 6,847.60
John J. Peters	\$ 8,220.30	
88 Connector/Blumenort		

			ł.

## 2007 MACKENZIE COUNTY ROADSIDE MOWING TENDERS Tuesday, May 22, 2007

Peace Country Mowers Ltd.	\$ 12,499.52	
Herman W. Friesen	\$ 10,956.16	Herman W. Friesen
John D. Krahn	\$ 12,720.00	\$ 10,956.16
John J. Peters	\$ 13,152.48	· .
Fort Vermilion		
Peace Country Mowers Ltd.	\$ 7,030.98	
Herman W. Friesen	\$ 6,162.84	Herman W. Friesen
John D. Krahn	\$ 7,950.00	\$ 6,162.84
John J. Peters	\$ 8,419.05	

Grand Total \$ 157,205.29



## MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:

**Regular Council Meeting** 

**Meeting Date:** 

May 23, 2007

Presented By:

William Kostiw, Chief Administrative Officer

Title:

**ADDITION** 

Fort Vermilion Shop Upgrade

#### **BACKGROUND / PROPOSAL:**

Attached is a copy of the General Construction, Materials & Labour Contract with United Farmers of Alberta Co-operative Ltd. (UFA) for the construction of a wash bay onto the Fort Vermilion shop.

Construction is scheduled to begin on June 1, 2007 with an estimated completion date of August 30, 2007.

#### **OPTIONS & BENEFITS:**

The 2007 capital budget currently includes \$75,000 for this project, therefore, an additional \$58,429.00 is required from other budgeted items.

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

\$124,700.00 plus GST = \$133,429.00 from 2007 budget

#### RECOMMENDED ACTION: Requires Unanimous

That Council approve the contract between Mackenzie County and United Farmers of Alberta Co-operative Limited for the construction of a wash bay to the Fort Vermilion shop at a total cost of \$133,429.00 with the additional funding to come from other budgeted items.

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Author:	W. Kostiw	Review Date:	May 22, 2007	CAO	

· 03.1 0.8 0 0.9 LT1 0. C vash bay 75,000.00 + hered gate -4,600.00 + lerk -doops-6,500.00 + His clesh -600.00 + tople -600.00 + BBQ 87,700.00 \*

		;

#### GENERAL CONSTRUCTION, MATERIALS & LABOUR CONTRACT WITH OWNER

-	,			DATE:May	22, 2007	
			PART O	NE		
		nited Farmers of Albe astruction service		kenzie County(		ě
÷	particularily de	escribed herein	·		of which is acknowledged,	
	OFA and Own	CI agree as follows.				
	FA		·	B. OWNER DE		4
Store:		La Crete		Name:	Mackenzie County	4
Addres	s:	Box 130 La Crete		Address:	Box	$\dashv$
Telepho	one:	780-928-3088		Telephone:	780-928-3118	4
Fax:		780-928-3096		Fax:		_
E-Mail		Jake.doerksen@ufa.	com	E-Mail:		_
Represe	ntative:	Jake Doerksen		Representative:	Bill	
В,	THE WORK The followin material to a building. Ie. engineered tr Any unfores be made awa The owner i completion.	g is a description of the dd 28' x 48' addition 4' Concrete foundateuss Galvanized roof. Placen problems with the re in writing of any adds responsible for any	ne Work to be performed to east end of exiting by ion,2x6 wall construction numbing and electrical is existing structure will be litional cost.	uilding. All construction, 29gage steel interioralso included.  brought to the owners that may be required	rill provide all equipment and on will be similar to existing or and exterior, roof 4/12 press attention, and the owner will during construction or upon	
·		<u>,                                    </u>	·			
C.	TERM					
COMN	ÆNCEMENT	DATE:	June 1, 2007			
ANTIC	CIPATED COM	APLETION DATE:	August 30, 2007	· · · · · · · · · · · · · · · · · · ·		

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D.	PRICING
	The total contract price for performing the Work shall be:
	\$ <u>124700.00</u>
G.S.T	r. WILL BE ADDED TO THE ABOVE AMOUNT.
E.	PAYMENT TERMS
The (	Set out the agreed upon payment schedule, and the dates or stages at which progress invoicing will occur  Owner agrees to pay interest on any overdue invoiced amounts at the rate of 1.50% per month compounded
The (per ar	
per a	Owner agrees to pay interest on any overdue invoiced amounts at the rate of 1.50% per month compounded nnum), with interest being charged on the 30 <sup>th</sup> day of month.
per a	Owner agrees to pay interest on any overdue invoiced amounts at the rate of 1.50% per month compounded nnum), with interest being charged on the 30 <sup>th</sup> day of month.  EXECUTION  The parties acknowledge having read this Agreement and hereby agree to the terms and conditions set out in this Part One and set out in Part Two attached hereto, and the Contract Documents. The parties have executed this
per a	Owner agrees to pay interest on any overdue invoiced amounts at the rate of 1.50% per month compounded mnum), with interest being charged on the 30 <sup>th</sup> day of month.  EXECUTION  The parties acknowledge having read this Agreement and hereby agree to the terms and conditions set out in this Part One and set out in Part Two attached hereto, and the Contract Documents. The parties have executed this Agreement to be effective the day and year first written above.  UFA CO-OPERATIVE LIMITED  [Full legal name of

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#### PART TWO - GENERAL TERMS AND CONDITIONS

#### **ARTICLE 1 - AGREEMENTS**

- 1.01 In consideration of the payment of the Contract Price as later defined in this Contract, UFA will:
- (1) perform the work ("Work") required by the Contract Documents as later defined in this Contract for the construction and/or supply of materials and labour in connection with the Project;
- (2) do and fulfill everything indicated by this Contract; and
- (3) attain Substantial Performance of the Work.

For the purposes of this Contract, Substantial Performance of the Work will be considered to have been attained on that date when all required approvals of public authorities having jurisdiction over the Work have been obtained and the Work is ready or is being used for its intended purpose.

- 1.02 Part One of this Contract contains an exact list of the contract documents ("Contract Documents"). Such list is subject to subsequent amendments made in accordance with the terms of this Contract. The Contract Documents are incorporated and made a part of this Contract.
- 1.03 This Contract and the Contract Documents constitute the entire agreement between UFA and the Owner. There are no representations, warranties or conditions, express or implied, statutory or otherwise, other than as contained in this Contract.
- 1.04 The contract price ("Contract Price") is the price in Canadian Funds, plus goods and services tax as calculated in accordance with the Excise Tax Act, as specified in Part One of this Contract. The Contract Price will be subject to adjustments as may be required in accordance with the terms of this Contract.

#### ARTICLE 2 - PAYMENT AND INVOICING

2.01 UFA will submit invoices to the Owner progressively over the course of the Work at such times and in such form so as to conform with Part One of this Contract.

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Each invoice is subject to a holdback of 10% until the expiration of 45 days after the date of Substantial Performance of the Work under the *Builder's Lien Act*. The Owner will pay such invoices, less 10%, to UFA and will pay the holdback upon the expiration of 45 days after the date of Substantial Performance of the Work provided that no liens are filed with respect to the Work.

If the Owner is obtaining financing from Farm Credit Corporation "major buildings" finance program, or any other financing program, then Owner authorizes UFA to request

funds on Owner's behalf in accordance with payment being made jointly to Owner and UFA.

#### ARTICLE 3 - CHANGE ORDERS

- 3.01 A "change order" is a written amendment to the Contract prepared by UFA and signed by owner stating their mutual agreement that:
- (1) a change in the Work;
- (2) the amount of adjustment in the Contract Price, if any; and
- (3) the extent of the adjustment in Contract Time, if any.
- 3.02 The Owner and UFA may make changes in the Work consisting of additions, deletions or other revisions in the Work by Change Order.
- 3.03 When a change order is agreed to it shall be effective immediately and shall be recorded in a Change Order. The value of the work performed as a result of a change order shall be included in applications for progress payments.
- 3.04 UFA shall not perform a change in the Work without a Change Order.

#### **ARTICLE 4 - DELAYS**

4.01 If UFA is delayed in the performance of the Work by an act or omission of the Owner, the Owner's consultants or any other contractor, or anyone employed or engaged by Owner, directly or indirectly, or by a Stop Work Order issued by a Court or other public authority (providing that such Order was not issued as the result of an act or omission of UFA or anyone employed or engaged by it, directly or indirectly) then the date for Substantial Performance of the Work set out in Part One will be extended by the length of such delay and UFA will be reimbursed by the Owner for all reasonable costs incurred by it as the result of such delay.

If UFA is delayed in the performance of the Work by labour disputes, strikes, lockouts fire, unusual delay by common carriers, or some Act of God beyond the UFA's control, the date for Substantial Performance of the Work set out in Part One will be extended by the length of such delay provided that UFA will not be entitled to payment for any costs incurred as a result of such delay unless such delay is as the result of an act or omission of the Owner, the Owner's consultants or any other contractor, or anyone employed or engaged by Owner, directly or indirectly.

Under no circumstances shall UFA be held liable to Owner for lost income, lost production, incidental or consequential loss or cost incurred or suffered by Owner as a result of delay. The Owner hereby waives any right to advance such claims against UFA.

4.02 No extension of the date for Substantial Performance shall be made for delay unless notice in writing of delay claim is given to Owner not later than 5 working days after commencement of delay.

## ARTICLE 5 - UFA'S RIGHT TO STOP THE WORK OR TERMINATE THE CONTRACT

- 5.01 If the Owner should be adjudged bankrupt or makes a general assignment for the benefit of creditors or if a receiver is appointed in respect of the Owner or if the Work should be stopped or otherwise delayed for a period of 15 days or more under an Order of a Court or other public authority and providing that such Order was not issued as the result of an act or omission of UFA or anyone employed or engaged by it, directly or indirectly, UFA may, without prejudice to any other right or remedy it may have, by giving the Owner written notice, forthwith terminate this Contract. UFA shall forthwith upon the date of termination provide an invoice to the date of termination for the entire and then remaining balance of the Contract Price, which amount shall become immediately due and payable.
- 5.02 If the Owner fails to pay UFA when due the amount outstanding under any of its invoices or if the Owner is otherwise in default under the terms of this Contract, UFA may give written notice to the Owner to correct such default within 10 working days immediately following receipt of such written notice failing which UFA may, without prejudice to any other right or remedy it may have, suspend the Work in which case the date for Substantial Performance of the Work as set out in Part One will be extended by the length of such suspension or UFA may elect to terminate this Contract.
- 5.03 If UFA terminates this Contract under any of the conditions above, or in any other manner contemplated under this Contract, UFA will be entitled to be paid for all Work performed including reasonable profit and for loss sustained upon construction machinery and equipment, costs of terminating subcontracts and such other damages as UFA may have sustained as a result of the termination of the Contract.

#### ARTICLE 6 - CONTROL OF THE WORK

- 6.01 UFA shall have total control of the work and shall effectively direct and supervise the work so as to ensure conformity with the Contract Documents.
- 6.02 UFA shall, unless Part One and/or the Contract Documents indicate otherwise, be solely responsible for construction means, methods, techniques, sequences and procedures for coordinating the various parts of the work under this Contract.

#### ARTICLE 7 - SUBCONTRACTORS AND SUPPLIERS

#### 7.01 UFA may:

- (1) enter into contracts with Subcontractors or Suppliers to require them to perform their work as provided in the Contract Documents;
- (2) ensure that any person who enters the property are authorized and must have a worker's compensation clearance letter and evidence of valid liability insurance policy of at least \$2 Million Dollars;

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(3) incorporate the terms and conditions of the Contract Documents into all contracts with Subcontractors and Supplies.

#### ARTICLE 8 - CONSTRUCTION SAFETY

- 8.01 UFA shall have responsibility for construction safety at the place of Work and for compliance with the occupational health and safety legislation, regulations and codes of the Province in which the Work is to be performed.
- 8.02 UFA shall have the right to stop the Work and terminate the Contract in accordance with Article 5 in the event that the Owner, in any manner, impedes or threatens to impede UFA's governance of the place of Work and/or UFA's compliance with the occupational health and safety legislation, regulations and codes of the Province in which the Work is to be performed.

#### ARTICLE 9 - REVIEW AND INSPECTION

9.01 Owner shall, subject to Articles 7 and 8, have access to the Work if Work is designated for tests, inspections or approvals as stipulated in the Contract Documents or as required by the laws, regulations, ordinances and codes of the Province in which the Work is located. UFA shall provide Owner, if practicable, with notice of when the Work is designated for tests, inspections or approvals.

#### ARTICLE 10 - WARRANTY

- 10.01 Unless otherwise stipulated in the Contract Documents, and specifically with respect to goods provided under this Contract the sole liability of UFA for breach of any warranty shall be to replace or repair, free of charge including installation, within the warranty period offered by the manufacturer of the goods. Goods, or any part thereof, will only be determined defective provided operating conditions were reasonable, the goods were properly used, and made subject to proper care and maintenance, and provided that the defective goods or any parts thereof are returned to UFA within 30 days of the goods being found to be defective.
- 10.02 Unless otherwise stipulated in the Contract Documents, UFA shall be responsible for the proper performance of the Work to the extent that the Contract Documents permit such performance.
- 10.03 Subject to article 10.2 UFA shall correct promptly, at its own expense, defects or deficiencies in the Work which appear prior to and during the warranty periods specified in the Contract Documents.
- 10.04 In no event shall UFA be responsible for or held liable for lost income, lost production, incidental or consequential loss or cost incurred or suffered by Owner as a result of defective goods or any part thereof. Owner hereby waives any right to advance such claims against UFA.
- 10.05 Unless otherwise stipulated in the Contract Documents, and excepting articles 10.1 and 10.2 UFA offers no warranties in regard to this Contract.



#### **ARTICLE 11 - LABOUR AND PRODUCTS**

11.01 Unless otherwise stipulated in the Contract Documents, UFA will provide and pay for all labour, products, tools, construction machinery and equipment, water, heat, light, power, transportation and other facilities and services necessary for the performance of the Work in accordance with this Contract.

#### **ARTICLE 12 - PERMITS AND LAWS**

- 12.01 Unless otherwise stipulated in the Contract Documents, the Owner will obtain all permits, licences and certificates and pay all fees required for the performance of the Work which are applicable on the date of this Contract, including the obtaining of permanent easements or rights of servitude.
- 12.02 Unless otherwise stipulated in the Contract Documents, UFA will not be responsible for verifying that the Contract Documents are in compliance with the applicable laws, ordinances, rules, regulations and codes relating to the Work and any required change in the Work to comply with the applicable laws, ordinances, rules, regulations and codes relating to the Work will be at the cost of Owner.
- 12.03 Owner shall be responsible for all costs, expenses and damages incurred or suffered by UFA and attributable to Owner's failure to satisfy its obligations as set out in articles 13.1 and 13.2.

#### **ARTICLE 13 - WORKER'S COMPENSATION**

13.01 UFA will abide by and comply with all provisions of the *Workers' Compensation Act* with respect to the performance of the Work and will make all payments, contributions and other remittances and all reports, returns and statements required of employers under that Act.

#### ARTICLE 14 - CLEAN-UP AND FINAL CLEANING OF THE WORK SITE

14.01 UFA will maintain the Work in a tidy condition and free from the accumulation of waste products and debris other than that caused by the Owner and any other contractors or anyone employed or engaged by Owner, directly or indirectly. Upon attaining Substantial Performance of the Work, UFA will remove its products, tools and construction machinery and equipment not required for the performance of any remaining Work and will remove all waste products and debris other than that caused by the Owner or any other contractors or anyone employed or engaged by Owner, directly or indirectly, and will leave the Work in a clean state and suitable for use by the Owner.

#### **ARTICLE 15 - FINAL PAYMENT**

- 15.01 Upon UFA considering the Work to be complete it shall submit an invoice for final payment to Owner.
- 15.02 Upon receipt of the invoice for final payment, and no later than 10 days following its receipt, Owner shall accept the invoice for final payment and pay same in accordance with this

Contract. Alternatively, the Owner may, acting reasonably, notify UFA of the reasons why the Work is not complete, and identify such aspects of the Work remaining to be done.

15.03 Upon receipt of Owner's reasons, UFA and Owner shall agree to a completion date by which any remaining Work is to be completed, and shall agree to the nature and extent of remaining Work. Upon completion of such Work Owner shall pay the invoice for final payment in accordance with this Contract

#### **ARTICLE 16 - NOTICE**

16.01 Any reference in this Contract to notices, requests, demands or other communications required or permitted to be given by either party to another shall be given in writing and delivered by personal service, pre-paid registered mail or facsimile or other method of electronic communication addressed to each of the parties at the addresses listed below:

(1)	If to UFA at:
•	
(2)	If to the Owner at:
•	

Any notice shall be deemed to have been given and received if personally delivered, on the day of personal service to the recipient party, provided that if such date is a day other than a business day, such notice shall be deemed to have been given and received on the first business day following the date of personal service; if by pre-paid registered mail, the first business day after the expiration of 5 days from the date of posting; or if sent by facsimile or other electronic transmission, on the first business day in the recipient state or province following the date of transmission.

#### ARTICLE 17 - LAW OF THE CONTRACT

17.01 This Contract will be construed and governed by the laws of the Province in which the Work is to be performed.

#### **ARTICLE 18 - TIME**

18.01 Time will be of the essence of this Contract.

#### ARTICLE 19 - RIGHTS AND REMEDIES

19.01 The duties and obligations imposed by this Contract and the rights and remedies available hereunder will be in addition to and not in limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner or UFA will constitute a waiver of any right or duty afforded to either of them under this Contract nor will any such action or failure to act constitute an approval of or acquiescence in any breach hereunder except as may be specifically agreed in writing by the Owner and UFA.

#### ARTICLE 20 - DISPUTE RESOLUTION

- 20.01 If any dispute between the Owner and UFA arises while this Contract is in force, either party may give to the other party written notice of such dispute and the matter will be referred to a single arbitrator for determination in accordance with the *Arbitration Act*.of the Province in which the Work is to be performed.
- 20.02 The decision of the single arbitrator will be final and binding upon the parties.
- 20.03 Upon any dispute between the parties arising, and prior to referral of the dispute to a single arbitrator, the parties shall make all reasonable efforts to resolve the dispute by amicable negotiations and each of UFA and the Owner agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information, documents and records to facilitate their negotiations.

#### **ARTICLE 21 - ASSIGNMENT**

21.01 Neither party to this Contract will assign this Contract or any portion thereof without the written consent of the other, such consent not to be unreasonably withheld.

#### ARTICLE 22 - SINGULAR OR MASCULINE, SUCCESSORS OR ASSIGNS

22.01 Singular or Masculine, Successors or Assigns. Where required by the context hereof, the singular will include the plural and the masculine will include the feminine or neuter as the case may be and visa versa. This Contract will enure to the benefit of and be binding upon the parties to this Contract and their respective successors and assigns.



#### **United Farmers of Alberta** Box 130 LaCrete AB T0H 2H0

Tel. (780) 928-3088

Fax. (780) 928-3096 Toll Free (888) 928-3088

jake.doerksen@ufa.com

**Estimate Supplied For:** 

**Brent Dachuk** 

Box 640 Fort Vermilion AB T0H 1N0

Res.(780) 927-3718

Md 23

Fax.(780) 927-3450

Estimator:

Jake Doerksen

Salesperson: Jake Doerksen

Estimate Date: May 22, 2007

Valid To: May 23, 2007 (3)

Reference:

Estimate #	49350	Page: 1	of 4	4

Component	Description	Quantity	Unit	•	
	STUDWALL ESTIMATE - 28'X48'X16'			•	
	987 FOOTING, FOUNDATION AND FLOOR				
FOOTING FORMS	2x6 - 16' Spr #2 & Btr	20	Ea.		
COTNG STAKES	STAKES 2 X 2 X 24	8	EA		
TNG REBAR	REBAR 15MM X 6M	19	EA		
FOOTNG FORM TIE	1x4 - 12' Spruce	5	Ea.	•	
WALL REBAR	REBAR 10MM X 6M	18	EA		
WALL REBAR STIR	Rebar Stirrup	60			
WALL FORM TIE	FORM:TIES 8" (200MM) Box of 250 pcs.	750	EA		
WALL BRACING	2x4 - 08' Spr #2 & Btr	19	Ea.		
SILL PLATE	PWF 2 X 8-16	10	Ea.		
FD.PLATE GASKET	SILL GASKET 6"	3	RL	All the second sections and the second section is a second section of the second section is a second section of the second section is a second section of the section of the second section of the section of the second section of the sect	
SLAB FORM	PWF 2 X 6-16	10	Ea.		
SLAB REBAR	REBAR 10MM X 6M	80	EA		
SLAB POLY	POLY CGSB 240"X2000 100'	1	RL		
REBAR TIE WIRE	REBAR TWIST TIE WIRE 5"	1	EΑ		
ANCHOR BOLTS	BOLT ANCHOR 1/2" X 6"	38	EA		
	041 WALL SYSTEM				
2X6 BOT PLATES	PWF 2 X 6-12	4	Ea.		
2X6 BOT PLATES	PWF 2 X 6-16	6	Ea.		
2X6 TOP PLATES	2x6 - 16' Spr #2 & Btr	19	Ea.		
STUDS@ "O/C	2x6 - 16' Spr #2 & Btr	121	Ea.		
GASKET	SILL GASKET 6"	2	RL		
SMALL HEADER	2x10 - 08' Spr #2 & Btr	1	Ea.		
PO DR. HEADER	2x12 - 20' Spr #2 & Btr	3	Ea.		
L PURLINS	1x4 - 16' Spruce	90	Ea.		

Thank You for the oportunity to offer our services in buildings to you.

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TRUSS   28	Estimate # 49350					Page: 2	<u> </u>	f 4	
TRUSS         28' Truss 24' oc 4/12 1.0         25         Ea.           TRUSS TIE DOWN         SST TIE HURRICANE HI         46         EA           TRUSS BLOCKING         26- 61' 0' 5' #2 & Bir         10         Ea.           WEB BRACE         24- 16' 5' 5' #2 & Bir         9         Ea.           XTRUSS BRACE         24- 16' 5' 5' #2 & Bir         8         Ea.           DIAGONAL BRACE         24- 16' 5' 5' #2 & Bir         5         Ea.           ROOF FURLINS         24- 16' 5' #2 & Bir         5         Ea.           ROOF FURLINS         24- 16' 5' #2 & Bir         55         Ea.           ROOF FURLINS         24- 16' 5' #2 & Bir         55         Ea.           ROOF FURLINS         24- 16' 5' #2 & Bir         55         Ea.           ROOF FURLING         24- 16' 5' #2 & Bir         55         Ea.           ROOF SURTOMATOUGHRIB SML         5         Ea.         Ea.           RIBGE COURT         TAB CLOSURE DURATOUGHRIB LRG         35         EA           EAVE EDGE         ROOFDRIPEDGE WT10'(USE 168554)         7         Ea.           DRIP EDGE         ROOFDRIPEDGE WT10'(USE 168554)         7         Ea.           ROOF SCREWS         3CREWS 4' 16' 5' #2' & Bir         7	umponent	Description	Quantity	Unit					
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TRUSS TIE DOWN         SST TIE HURRICANE H1         46         EA           TRUSS BLOCKING         2x6 - 10° Spr #2 & Btr         10         Ea           WEB BRACE         2x4 - 16° Spr #2 & Btr         8         Ea.           XTRUSS BRACE         2x4 - 16° Spr #2 & Btr         8         Ea.           BOT-CHORD BRACE         2x4 - 16° Spr #2 & Btr         12         Ea.           DIAGONAL BRACE         2x4 - 16° Spr #2 & Btr         5         Ea.           ROOF PURLINS         2x4 - 16° Spr #2 & Btr         65         Ea.           ROOF SHT'G.METAL         36° Duracilad Galv 26 Gage         555         FR.           RIDGE ROLL         180g Cap Galv 10° UFA #2         6         Ea.           SML TAB CLOSURE         TAB CLOSURE DURA/TOUGHRIB LRG         35         EA           EAVE EDGE         ROOFDRIPEDGE WT10° (USE 166554)         7         Ea.           PUPEDGE         ROOFDRIPEDGE WT10° (USE 166554)         7         Ea.           RAS SUB FASCIA         2x6 - 16° Spr #2 & Btr         7         Ea.           ROOF SCREWA         2x6 - 16° Spr #2 & Btr         4         Ea.           OH DOOR WINDOWS         34° x 16° Spr #2 & Btr         4         Ea.           CARDBOARD WING         Carboard Wrap <td>TRUSS</td> <td>28' Truss 24" oc 4/12 1.0</td> <td>25</td> <td>Ea.</td> <td></td> <td></td> <td></td> <td></td> <td></td>	TRUSS	28' Truss 24" oc 4/12 1.0	25	Ea.					
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ROOF PURLINS         2x4 - 16' Spr #2 & Bir         65         Ea.           ROOF SHTG.METAL         36" Duracilad Galv 26 Gage         595           RIDGE ROLL         Ridge Cap Galv 10' UFA #2         6         Ea.           SML TAB CLOSURE         TAB CLOSURE DURANTOUGHRIB SML         35         EA           LRG TAB CLOSURE         TAB CLOSURE DURANTOUGHRIB LRG         35         EA           EAVE EDGE         ROOFDRIPEDGE WT10'(USE 166554)         11         Ea.           PORIPEDGE         ROOFDRIPEDGE WT10'(USE 166554)         7         Ea.           GAB. SUB FASCIA         2x6 - 16' Spr #2 & Bir         7         Ea.           EAVE SUB FASCIA         2x6 - 16' Spr #2 & Bir         7         Ea.           ROOF SCREWS         SCREWS #14 GALV 1-1/4" 2 PC         1,754         EA           AGE DOORS         18x14 TD134 3" Hdwre         2         Ea.           OH DOOR WINDOWS         34" x 16" Sealed Glass Black Frame TD134         4         Ea.           CARDBOARD WRAP         Cardboard Wrap         TD134         252         SFT           OH DOOR INSTALL         Labour Overhead Door Install         252         SFT           OPERATOR         3/4hp 115v 1ph Jackshaft H7511         2         Ea.           PUSH	BOT.CHORD BRACE	2x4 - 16' Spr #2 & Btr	12	Ea.					
ROOF PURLINS         2x4 - 16' Spr #2 & Btr         65         Ea.           ROOF SHTG.METAL         36' Duracillad Galv 26 Gage         595           RIDGE ROLL         Ridge Cap Galv 10' UFA #2         6         Ea.           SML TAB CLOSURE         TAB CLOSURE DURA/TOUGHRIB SML         35         EA           LRG TAB CLOSURE         TAB CLOSURE DURA/TOUGHRIB LRG         35         EA           EAVE EDGE         ROOFDRIPEDGE WT10'(USE 166554)         11         Ea.           DRIP EDGE         ROOFDRIPEDGE WT10'(USE 166554)         7         Ea.           GAB. SUB FASCIA         2x6 - 16' Spr #2 & Btr         5         Ea.           EAVE SUB FASCIA         2x6 - 16' Spr #2 & Btr         7         Ea.           ROOF SCREWS         SCREWS #14 GALV 1-1/4" 2 PC         1,754         EA           201 DOORS AND WINDOWS         34" x 16" Sealed Glass Black Frame TD134         4         Ea.           OH DOOR WINDOWS         34" x 16" Sealed Glass Black Frame TD134         4         Ea.           OH DOOR INSTALL         Labour Overhead Door Install         252         SFT           OPERATOR         J4hip 115' 1ph Jackshaft H7511         2         Ea.           PUSHER SPRIINGS         Spreader Bars         2         Ea.	DIAGONAL BRACE	2x4 - 18' Spr #2 & Btr	5	Ea.			٠		
ROOF SHTG.METAL   Ridge Cap Galv 10" UFA #2	ROOF PURLINS		65	Ea.					
SML TAB CLOSURE         TAB CLOSURE DURA/TOUGHRIB SML         35         EA           LRG TAB CLOSURE         TAB CLOSURE DURA/TOUGHRIB LRG         35         EA           EAVE EDGE         ROOFDRIPEDGE WT10'(USE 166554)         11         Ea.           DRIP EDGE         ROOFDRIPEDGE WT10'(USE 166554)         7         Ea.           2A6 - 16' Spr #2 & Btr         5         Ea.           EAVE SUB FASCIA         2A6 - 16' Spr #2 & Btr         7         Ea.           ROOF SCREWS         SCREWS #14 GALV 1-1/4" 2 PC         1,754         EA           201 DOORS AND WINDOWS         38" x 16" Sealed Glass Black Frame TD134         4         Ea.           CARDBOARD WRAP OH DOOR INSTALL         Cardboard Wrap TD134         252         Sf.           OH DOOR INSTALL         Labour Overhead Door Install         252         Sf.           OPERATOR         3/4pp 115v 1ph Jackshaft H7511         2         Ea.           Labour O'H Commercial Operator         2         Ea.           PUSHER SPRINGS         Spreader Bars         2         Ea.           SPREADER BAR         Punched Angle 14ga. 8'Length         12         Ea.           HANGING ANGLE         Punched Angle 14ga. 8'Length         12         Ea.           INNER DOOR TRIM <t< td=""><td></td><td></td><td>595</td><td></td><td></td><td></td><td></td><td></td><td></td></t<>			595						
LRG TAB CLOSURE         TAB CLOSURE DURA/TOUGHRIB LRG         35         EA           EAVE EDGE         ROOFDRIPEDGE WT10'(USE 168554)         11         Ea.           DRIP EDGE         ROOFDRIPEDGE WT10'(USE 168554)         7         Ea.           GAB. SUB FASCIA         2x6 - 16' Spr #2 & Btr         5         Ea.           EAVE SUB FASCIA         2x6 - 16' Spr #2 & Btr         7         Ea.           ROOF SCREWS         SCREWS #14 GALV 1-1/4" 2 PC         1,754         EA           201 DOORS AND WINDOWS         34" x 16" Sealed Glass Black Frame TD134         4         Ea.           OH DOOR WINDOWS         34" x 16" Sealed Glass Black Frame TD134         4         Ea.           CARDBOARD WRAP         Cardboard Wrap         TD134         252         Sf.           OH DOOR INSTALL         Labour Overhead Door Install         252         SFT           OPERATOR         3/4hp 115v 1ph Jackshaft H7511         2         Ea.           Labour O/H Commercial Operator         2         Ea.           PUSHER SPRINGS         Pusher Springs         2         Ea.           SPREADER BAR         Spreader Bars         2         Ea.           HANGING ANGLE         Transmitter 2 Channel 82LMC         2         Ea.           INN	RIDGE ROLL	Ridge Cap Galv 10' UFA #2	6	Ea.					
EAVE EDGE ROOFDRIPEDGE WT10'(USE 166554) 11 Ea.  DRIP EDGE ROOFDRIPEDGE WT10'(USE 166554) 7 Ea.  GAB. SUB FASCIA 2x6 - 16' Spr #2 & Btr 5 Ea.  EAVE SUB FASCIA SCREWS #14 GALV 1-1/4" 2 PC 1,754 EA  201 DOORS AND WINDOWS  .*GE DOORS 18x14 TD134 3" Hdwre 2 Ea.  CARDBOARD WRAP Cardboard Wrap TD134 252 Sf.  OH DOOR INSTALL Labour Overhead Door Install 252 SFT  OPERATOR 3/4hp 115v 1ph Jackshaft H7511 2 Ea.  PUSHER SPRINGS SPREADER BAR Pusher Springs 2 Ea.  PUSHER SPRINGS SPREADER BAR Pusher Springs 2 Ea.  HANGING ANGLE Punched Angle 14ga. 8"Length 12 Ea.  TRANSMITTER Transmitter 2 Channel 82LMC 2 Ea.  INNER DOOR TRIM 2x8 - 18' Spr #2 & Btr 1 Ea.  INNER DOOR TRIM 2x8 - 14' Spr #2 & Btr 2 Ea.  EAR DOOR FASCIA O/H Door Jamb Color 10' UFA #22 Ea.  ENTRY DOORS Com 3/0x 6/8 Steel Door/Frame 1 Ea.  DOOR KNOB WEISER HUNTINTON KEYED ST NI EA.  TRANING NLS BOST STICK NAILS 3-1/4CTD S12D 12 BX  WALL PURLIN NLS UFA NAILS PHOSE COATED 3 1/2" 150 LB  TRUSS HGR NAILS NAILS SOLICET 1-1/2"X9 GA 5 LB	SML TAB CLOSURE	TAB CLOSURE DURA/TOUGHRIB SML	35	EA					
EAVE EDGE   ROOFDRIPEDGE WT10'(USE 166554)   11   Ea.	LRG TAB CLOSURE	TAB CLOSURE DURA/TOUGHRIB LRG	35	EΑ					
DRIP EDGE			11	Ea.					
GAB. SUB FASCIA       2x6 - 16' Spr #2 & Btr       5       Ea.         EAVE SUB FASCIA       2x6 - 16' Spr #2 & Btr       7       Ea.         ROOF SCREWS       SCREWS #14 GALV 1-1/4" 2 PC       1,754       EA         201 DOORS AND WINDOWS         .3GE DOORS       18x14 TD134 3" Hdwre       2       Ea.         OH DOOR WINDOWS       34" x 16" Sealed Glass Black Frame TD134       4       Ea.         CARDBOARD WRAP       Cardboard Wrap       TD134       252       Sf.         OH DOOR INSTALL       Labour Overhead Door Install       252       SFT         OH DOOR INSTALL       Labour Overhead Door Install       252       SFT         OH DOOR INSTALL       Labour Overhead Door Install       252       SFT         OH DOOR INSTALL       Labour Overhead Door Install       252       SFT         OH DOOR INSTALL       Labour Overhead Door Install       252       SFT         OH DOOR INSTALL       Labour Overhead Door Install       252       SFT         PUSHER SPRINGS       Pusher Springs       2       Ea.         SPREADER BAR       Spreader Bars       2       Ea.         HANGING ANGLE       Punched Angle 14ga. 8"Length       12       Ea.         INNER DOOR TRIM	1	•	7	Ea.					
EAVE SUB FASCIA ROOF SCREWS SCREWS #14 GALV 1-1/4" 2 PC 201 DOORS AND WINDOWS  RGE DOORS RATION TO THE PROPERTY OF THE PROPERY		· · · · · · · · · · · · · · · · · · ·	5	Ea.					
ROOF SCREWS         SCREWS #14 GALV 1-1/4" 2 PC         1,754         EA           201 DOORS AND WINDOWS           RGE DOORS         18x14 TD134 3" Hdwre         2         Ea.           OH DOOR WINDOWS         34" x 16" Sealed Glass Black Frame TD134         4         Ea.           CARDBOARD WRAP         Cardboard Wrap         TD134         252         Sf.           OH DOOR INSTALL         Labour Overhead Door Install         252         SFT           OPERATOR         3/4hp 115v 1ph Jackshaft H7511         2         Ea.           Labour O/H Commercial Operator         2         Ea.           PUSHER SPRINGS         Pusher Springs         2         Ea.           SPREADER BAR         Spreader Bars         2         Ea.           SPREADER BAR         Spreader Bars         2         Ea.           HANGING ANGLE         Punched Angle 14ga. 8"Length         12         Ea.           TRANSMITTER         Transmitter 2 Channel 82LMC         2         Ea.           INNER DOOR TRIM         2x8 - 18' Spr #2 & Btr         1         Ea.           INSTER DOOR TRIM         2x8 - 14' Spr #2 & Btr         2         Ea.           IG.DR. JB. TRIM         O/H Header Trim Color 10' UFA #22         5         Ea.     <		•	7	Ea.					
201 DOORS AND WINDOWS	ROOF SCREWS	•	1,754	EA					
OH DOOR WINDOWS       34" x 16" Sealed Glass Black Frame TD134       4       Ea.         CARDBOARD WRAP       Cardboard Wrap       TD134       252       Sf.         OH DOOR INSTALL       Labour Overhead Door Install       252       SFT         OPERATOR       3/4hp 115v 1ph Jackshaft H7511       2       Ea.         PUSHER SPRINGS       Pusher Springs       2       Ea.         PUSHER SPRINGS       Pusher Springs       2       Ea.         SPREADER BAR       Spreader Bars       2       Ea.         HANGING ANGLE       Punched Angle 14ga. 8'Length       12       Ea.         TRANSMITTER       Transmiter 2 Channell 82LMC       2       Ea.         INNER DOOR TRIM       2x8 - 18' Spr #2 & Btr       1       Ea.         INNER DOOR TRIM       2x8 - 14' Spr #2 & Btr       2       Ea.         LG.DR. JB. TRIM       O/H Header Trim Color 10' UFA #22       5       Ea.         LG.DR. JB. TRIM       O/H Boor Jamb Color 10' UFA #9       5       Ea.         DOOR FASCIA       O/H Door Jamb Color 10' UFA #9       5       Ea.         ENTRY DOORS       Com 3/0x 6/8 Steel Door/Frame       1       Ea.         DOOR KNOB       WEISER HUNTINTON KEYED ST NI       1       EA	· ·	201 DOORS AND WINDOWS	•						
CARDBOARD WRAP       Cardboard Wrap       TD134       252       Sf.         OH DOOR INSTALL       Labour Overhead Door Install       252       SFT         OPERATOR       3/4hp 115v 1ph Jackshaft H7511       2       Ea.         PUSHER SPRINGS       Pusher Springs       2       Ea.         SPREADER BAR       Spreader Bars       2       Ea.         HANGING ANGLE       Punched Angle 14ga. 8'Length       12       Ea.         INNER DOOR TRIM       2x8 - 18' Spr #2 & Bir       1       Ea.         INNER DOOR TRIM       2x8 - 18' Spr #2 & Bir       2       Ea.         INNER DOOR TRIM       2x8 - 14' Spr #2 & Bir       2       Ea.         IG.DR. JB. TRIM       O/H Header Trim Color 10' UFA #22       5       Ea.         DOOR FASCIA       O/H Door Jamb Color 10' UFA #9       5       Ea.         DOOR KNOB       WEISER HUNTINTON KEYED ST NI       1       EA         DOOR KNOB       WEISER HUNTINTON KEYED ST NI       1       EA         WALL PURLIN NLS       BOST STICK NAILS 3-1/4CTD S12D       12       BX         WALL PURLIN NLS       NAILS JOIST HANGER 1-1/2"X9 GA       5       LB	RGE DOORS	18x14 TD134 3" Hdwre	2	Ea.					
OH DOOR INSTALL       Labour Overhead Door Install       252       SFT         OPERATOR       3/4hp 115v 1ph Jackshaft H7511       2       Ea.         PUSHER SPRINGS       Pusher Springs       2       Ea.         SPREADER BAR       Spreader Bars       2       Ea.         HANGING ANGLE       Punched Angle 14ga. 8'Length       12       Ea.         TRANSMITTER       Transmitter 2 Channel 82LMC       2       Ea.         INNER DOOR TRIM       2x8 - 18' Spr #2 & Btr       1       Ea.         INNER DOOR TRIM       2x8 - 14' Spr #2 & Btr       2       Ea.         TRACK BACKING       2x6 - 16' Spr #2 & Btr       2       Ea.         LG.DR. JB. TRIM       O/H Header Trim Color 10' UFA #22       5       Ea.         DOOR FASCIA       O/H Door Jamb Color 10' UFA #9       5       Ea.         ENTRY DOORS       Com 3/0x 6/8 Steel Door/Frame       1       Ea.         DOOR KNOB       WEISER HUNTINTON KEYED ST NI       1       EA         261 NAILS AND HARDWARE       FRAMING NLS       BOST STICK NAILS 3-1/4CTD S12D       12       BX         WALL PURLIN NLS       UFA NAILS PHOS COATED 3 1/2"       150       LB         TRUSS HGR NAILS       NAILS JOIST HANGER 1-1/2"X9 GA       5       LB<	OH DOOR WINDOWS	34" x 16" Sealed Glass Black Frame TD134	4	Ea.					
OPERATOR       3/4hp 115v 1ph Jackshaft H7511       2       Ea.         Labour O/H Commercial Operator       2       Ea.         PUSHER SPRINGS       Pusher Springs       2       Ea.         SPREADER BAR       Spreader Bars       2       Ea.         HANGING ANGLE       Punched Angle 14ga. 8'Length       12       Ea.         TRANSMITTER       Transmitter 2 Channel 82LMC       2       Ea.         INNER DOOR TRIM       2x8 - 18' Spr #2 & Btr       1       Ea.         INNER DOOR TRIM       2x8 - 14' Spr #2 & Btr       2       Ea.         TRACK BACKING       2x6 - 16' Spr #2 & Btr       2       Ea.         LG.DR. JB. TRIM       O/H Header Trim Color 10' UFA #22       5       Ea.         DOOR FASCIA       O/H Door Jamb Color 10' UFA #9       5       Ea.         ENTRY DOORS       Com 3/0x 6/8 Steel Door/Frame       1       Ea.         DOOR KNOB       WEISER HUNTINTON KEYED ST NI       1       EA         261 NAILS AND HARDWARE       12       BX         FRAMING NLS       BOST STICK NAILS 3-1/4CTD S12D       12       BX         WALL PURLIN NLS       UFA NAILS PHOS COATED 3 1/2"       150       LB         TRUSS HGR NAILS       NAILS JOIST HANGER 1-1/2"X9 GA	CARDBOARD WRAP	Cardboard Wrap TD134	252	Sf.					
OPERATOR       3/4hp 115v 1ph Jackshaft H7511       2       Ea.         Labour O/H Commercial Operator       2       Ea.         PUSHER SPRINGS       Pusher Springs       2       Ea.         SPREADER BAR       Spreader Bars       2       Ea.         HANGING ANGLE       Punched Angle 14ga. 8'Length       12       Ea.         TRANSMITTER       Transmitter 2 Channel 82LMC       2       Ea.         INNER DOOR TRIM       2x8 - 18' Spr #2 & Btr       1       Ea.         INNER DOOR TRIM       2x8 - 14' Spr #2 & Btr       2       Ea.         TRACK BACKING       2x6 - 16' Spr #2 & Btr       2       Ea.         LG.DR. JB. TRIM       O/H Header Trim Color 10' UFA #22       5       Ea.         DOOR FASCIA       O/H Door Jamb Color 10' UFA #9       5       Ea.         ENTRY DOORS       Com 3/0x 6/8 Steel Door/Frame       1       Ea.         DOOR KNOB       WEISER HUNTINTON KEYED ST NI       1       EA         261 NAILS AND HARDWARE       12       BX         FRAMING NLS       BOST STICK NAILS 3-1/4CTD S12D       12       BX         WALL PURLIN NLS       UFA NAILS PHOS COATED 3 1/2"       150       LB         TRUSS HGR NAILS       NAILS JOIST HANGER 1-1/2"X9 GA	OH DOOR INSTALL	Labour Overhead Door Install	252	SFT					
Labour O/H Commercial Operator       2       Ea.         PUSHER SPRINGS       Pusher Springs       2       Ea.         SPREADER BAR       Spreader Bars       2       Ea.         HANGING ANGLE       Punched Angle 14ga. 8'Length       12       Ea.         TRANSMITTER       Transmitter 2 Channel 82LMC       2       Ea.         INNER DOOR TRIM       2x8 - 18' Spr #2 & Btr       1       Ea.         INNER DOOR TRIM       2x8 - 14' Spr #2 & Btr       2       Ea.         TRACK BACKING       2x6 - 16' Spr #2 & Btr       2       Ea.         LG.DR. JB. TRIM       O/H Header Trim Color 10' UFA #22       5       Ea.         DOOR FASCIA       O/H Door Jamb Color 10' UFA #9       5       Ea.         ENTRY DOORS       Com 3/0x 6/8 Steel Door/Frame       1       Ea.         DOOR KNOB       WEISER HUNTINTON KEYED ST NI       1       EA         261 NAILS AND HARDWARE       FRAMING NLS       BOST STICK NAILS 3-1/4CTD S12D       12       BX         WALL PURLIN NLS       UFA NAILS PHOS COATED 3 1/2"       150       LB         TRUSS HGR NAILS       NAILS JOIST HANGER 1-1/2"X9 GA       5       LB	OPERATOR	3/4hp 115v 1ph Jackshaft H7511	2	Ea.					
SPREADER BAR         Spreader Bars         2         Ea.           HANGING ANGLE         Punched Angle 14ga. 8'Length         12         Ea.           TRANSMITTER         Transmitter 2 Channel 82LMC         2         Ea.           INNER DOOR TRIM         2x8 - 18' Spr #2 & Btr         1         Ea.           INNER DOOR TRIM         2x8 - 14' Spr #2 & Btr         2         Ea.           TRACK BACKING         2x6 - 16' Spr #2 & Btr         2         Ea.           LG.DR. JB. TRIM         O/H Header Trim Color 10' UFA #22         5         Ea.           DOOR FASCIA         O/H Door Jamb Color 10' UFA #9         5         Ea.           ENTRY DOORS         Com 3/0x 6/8 Steel Door/Frame         1         Ea.           DOOR KNOB         WEISER HUNTINTON KEYED ST NI         1         EA           261 NAILS AND HARDWARE         5         EA           FRAMING NLS         BOST STICK NAILS 3-1/4CTD S12D         12         BX           WALL PURLIN NLS         UFA NAILS PHOS COATED 3 1/2"         150         LB           TRUSS HGR NAILS         NAILS JOIST HANGER 1-1/2"X9 GA         5         LB		Labour O/H Commercial Operator	2	Ea.					
HANGING ANGLE       Punched Angle 14ga. 8'Length       12       Ea.         TRANSMITTER       Transmitter 2 Channel 82LMC       2       Ea.         INNER DOOR TRIM       2x8 - 18' Spr #2 & Btr       1       Ea.         INNER DOOR TRIM       2x8 - 14' Spr #2 & Btr       2       Ea.         TRACK BACKING       2x6 - 16' Spr #2 & Btr       2       Ea.         LG.DR. JB. TRIM       O/H Header Trim Color 10' UFA #22       5       Ea.         DOOR FASCIA       O/H Door Jamb Color 10' UFA #9       5       Ea.         ENTRY DOORS       Com 3/0x 6/8 Steel Door/Frame       1       Ea.         DOOR KNOB       WEISER HUNTINTON KEYED ST NI       1       EA         261 NAILS AND HARDWARE       1       EA         FRAMING NLS       BOST STICK NAILS 3-1/4CTD S12D       12       BX         WALL PURLIN NLS       UFA NAILS PHOS COATED 3 1/2"       150       LB         TRUSS HGR NAILS       NAILS JOIST HANGER 1-1/2"X9 GA       5       LB	PUSHER SPRINGS	•	2	Ea.					
TRANSMITTER         Transmitter 2 Channel 82LMC         2         Ea.           INNER DOOR TRIM         2x8 - 18' Spr #2 & Btr         1         Ea.           INNER DOOR TRIM         2x8 - 14' Spr #2 & Btr         2         Ea.           TRACK BACKING         2x6 - 16' Spr #2 & Btr         2         Ea.           LG.DR. JB. TRIM         O/H Header Trim Color 10' UFA #22         5         Ea.           DOOR FASCIA         O/H Door Jamb Color 10' UFA #9         5         Ea.           ENTRY DOORS         Com 3/0x 6/8 Steel Door/Frame         1         Ea.           DOOR KNOB         WEISER HUNTINTON KEYED ST NI         1         EA           261 NAILS AND HARDWARE         5         EX           FRAMING NLS         BOST STICK NAILS 3-1/4CTD S12D         12         BX           WALL PURLIN NLS         UFA NAILS PHOS COATED 3 1/2"         150         LB           TRUSS HGR NAILS         NAILS JOIST HANGER 1-1/2"X9 GA         5         LB	SPREADER BAR	Spreader Bars	2	Ea.					
INNER DOOR TRIM       2x8 - 18' Spr #2 & Btr       1       Ea.         INNER DOOR TRIM       2x8 - 14' Spr #2 & Btr       2       Ea.         TRACK BACKING       2x6 - 16' Spr #2 & Btr       2       Ea.         LG.DR. JB. TRIM       O/H Header Trim Color 10' UFA #22       5       Ea.         DOOR FASCIA       O/H Door Jamb Color 10' UFA #9       5       Ea.         ENTRY DOORS       Com 3/0x 6/8 Steel Door/Frame       1       Ea.         DOOR KNOB       WEISER HUNTINTON KEYED ST NI       1       EA         261 NAILS AND HARDWARE       5       EA         FRAMING NLS       BOST STICK NAILS 3-1/4CTD S12D       12       BX         WALL PURLIN NLS       UFA NAILS PHOS COATED 3 1/2"       150       LB         TRUSS HGR NAILS       NAILS JOIST HANGER 1-1/2"X9 GA       5       LB	HANGING ANGLE	Punched Angle 14ga. 8'Length	12	Ea.					
INNER DOOR TRIM       2x8 - 14' Spr #2 & Btr       2 Ea.         TRACK BACKING       2x6 - 16' Spr #2 & Btr       2 Ea.         LG.DR. JB. TRIM       O/H Header Trim Color 10' UFA #22       5 Ea.         DOOR FASCIA       O/H Door Jamb Color 10' UFA #9       5 Ea.         ENTRY DOORS       Com 3/0x 6/8 Steel Door/Frame       1 Ea.         DOOR KNOB       WEISER HUNTINTON KEYED ST NI       1 EA         261 NAILS AND HARDWARE       5 BOST STICK NAILS 3-1/4CTD S12D       12 BX         WALL PURLIN NLS       UFA NAILS PHOS COATED 3 1/2"       150 LB         TRUSS HGR NAILS       NAILS JOIST HANGER 1-1/2"X9 GA       5 LB	TRANSMITTER	Transmitter 2 Channel 82LMC	2	Ea.					
TRACK BACKING 2x6 - 16' Spr #2 & Btr 2 Ea.  LG.DR. JB. TRIM O/H Header Trim Color 10' UFA #22 5 Ea.  DOOR FASCIA O/H Door Jamb Color 10' UFA #9 5 Ea.  ENTRY DOORS Com 3/0x 6/8 Steel Door/Frame 1 Ea.  DOOR KNOB WEISER HUNTINTON KEYED ST NI 1 EA  261 NAILS AND HARDWARE  FRAMING NLS BOST STICK NAILS 3-1/4CTD S12D 12 BX  WALL PURLIN NLS UFA NAILS PHOS COATED 3 1/2" 150 LB  TRUSS HGR NAILS NAILS JOIST HANGER 1-1/2"X9 GA 5 LB	INNER DOOR TRIM	2x8 - 18' Spr #2 & Btr	1	Ea.					
LG.DR. JB. TRIM O/H Header Trim Color 10' UFA #22 5 Ea.  DOOR FASCIA O/H Door Jamb Color 10' UFA #9 5 Ea.  ENTRY DOORS Com 3/0x 6/8 Steel Door/Frame 1 Ea.  DOOR KNOB WEISER HUNTINTON KEYED ST NI 1 EA  261 NAILS AND HARDWARE  FRAMING NLS BOST STICK NAILS 3-1/4CTD S12D 12 BX  WALL PURLIN NLS UFA NAILS PHOS COATED 3 1/2" 150 LB  TRUSS HGR NAILS NAILS JOIST HANGER 1-1/2"X9 GA 5 LB	INNER DOOR TRIM	2x8 - 14' Spr #2 & Btr	2	Ea.		•			
DOOR FASCIA O/H Door Jamb Color 10' UFA #9 5 Ea.  ENTRY DOORS Com 3/0x 6/8 Steel Door/Frame 1 Ea.  DOOR KNOB WEISER HUNTINTON KEYED ST NI 261 NAILS AND HARDWARE  FRAMING NLS BOST STICK NAILS 3-1/4CTD S12D 12 BX WALL PURLIN NLS UFA NAILS PHOS COATED 3 1/2" 150 LB TRUSS HGR NAILS NAILS JOIST HANGER 1-1/2"X9 GA 5 LB	TRACK BACKING	•	. 2	Ea.					
ENTRY DOORS Com 3/0x 6/8 Steel Door/Frame 1 Ea.  DOOR KNOB WEISER HUNTINTON KEYED ST NI 1 EA  261 NAILS AND HARDWARE  FRAMING NLS BOST STICK NAILS 3-1/4CTD S12D 12 BX  WALL PURLIN NLS UFA NAILS PHOS COATED 3 1/2" 150 LB  TRUSS HGR NAILS NAILS JOIST HANGER 1-1/2"X9 GA 5 LB	LG.DR. JB. TRIM	O/H Header Trim Color 10' UFA #22	5	Ea.					
DOOR KNOB WEISER HUNTINTON KEYED ST NI 1 EA  261 NAILS AND HARDWARE  FRAMING NLS BOST STICK NAILS 3-1/4CTD S12D 12 BX  WALL PURLIN NLS UFA NAILS PHOS COATED 3 1/2" 150 LB  TRUSS HGR NAILS NAILS JOIST HANGER 1-1/2"X9 GA 5 LB	DOOR FASCIA	O/H Door Jamb Color 10' UFA #9	5	Ea.	_				
261 NAILS AND HARDWARE  FRAMING NLS BOST STICK NAILS 3-1/4CTD S12D 12 BX WALL PURLIN NLS UFA NAILS PHOS COATED 3 1/2" 150 LB TRUSS HGR NAILS NAILS JOIST HANGER 1-1/2"X9 GA 5 LB	ENTRY DOORS	Com 3/0x 6/8 Steel Door/Frame	1	Ea.					
FRAMING NLS BOST STICK NAILS 3-1/4CTD S12D 12 BX WALL PURLIN NLS UFA NAILS PHOS COATED 3 1/2" 150 LB TRUSS HGR NAILS NAILS JOIST HANGER 1-1/2"X9 GA 5 LB	DOOR KNOB	WEISER HUNTINTON KEYED ST NI	1	EΑ					
WALL PURLIN NLS UFA NAILS PHOS COATED 3 1/2"  TRUSS HGR NAILS NAILS JOIST HANGER 1-1/2"X9 GA  5 LB		261 NAILS AND HARDWARE							
WALL PURLIN NLS UFA NAILS PHOS COATED 3 1/2"  TRUSS HGR NAILS NAILS JOIST HANGER 1-1/2"X9 GA  5 LB	FRAMING NLS	BOST STICK NAILS 3-1/4CTD S12D	12	вх					
TRUSS HGR NAILS NAILS JOIST HANGER 1-1/2"X9 GA 5 LB		UFA NAILS PHOS COATED 3 1/2"	150	LB					
/ ISHING NLS UFA NAILS ROOFING E.G. 1-1/2" 2 LB		NAILS JOIST HANGER 1-1/2"X9 GA	5	LB					
· ·	( 'ISHING NLS	UFA NAILS ROOFING E.G. 1-1/2"	2	LB					

Thank You for the oportunity to offer our services in buildings to you.

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Estimate # 49350				Page: 3 of 4
Component	Description	Quantity	Unit	
	196 METAL SOFFITS & FASCIA			
CHNL RUNNER	UFA J-TRIM WHITE 3/8" 12'	15	EΑ	
GABLE FASCIA	UFA FASCIA WHITE 6"X9'10 ALUM	7	EA	
EAVE FASÇIA	UFA FASCIA WHITE 6"X9'10 ALUM	11	EĄ	
SOFFIT	SOFFIT 2PAN VENT WHITE 16"X12"	21	ĒΑ	
SOFFIT NLS	SOFFIT NAILS WHITE 80Z 1-1/4"	1	Box	
	171 SIDING			
WALL SHTG.METAL	36" duracald 26gage	805		•
WALL SCREWS	SCREWS #14 WHITE/WHITE 1-1/4"	2,339	EA	
O.S. CORNER	Corner Trim Color 10' UFA #1	7	Ea.	
J-CHNL	J-Trim Color 10' UFA #4	7	Ea.	
DRIP CAP	Drip Trim Color 10' UFA #17	3	Ea.	
	221 TRIM PACKAGE		*	
BASE FLASH(T)	Drip Trim Color 10' UFA #17	14	Ea.	
EAVE FLASH(T)	Eave Trim Color 10' UFA #3	11	Ea.	
GABLE FLASH(T)	Gable Trim Color 10' UFA #16	7	Ea.	
CORNER BLOCK	1x4 - 16' Spruce	4	Ea.	
	256 INTERIOR FINISH			
( LL INSUL.	INSUL JM R20 X 15 ( 49 SQ FT)	45	BG	
LING INSUL.	INSUL WEATHERSHIELD 16.4 CU FT	90	BG	
INSUL. STOPS	INSULATION STOP 24"	48	EA	
AIR VENTS	LOUVRE 12"X24"	1	EA	
WALL POLY	POLY CGSB 240"X2000 100"	. 2	RL	
CEILING POLY	POLY CGSB 240"X2000 100'	1	RL	
ACOUST.CAULKING	ACCOUSTICAL SEAL 825ML	12	EA	
V.B. STAPLES	STAPLES SHARPSHOT 1/4" TRA704	3	EA	
CEILING STRAPNG	2x4 - 16' Spr #2 & Btr	46	Ea.	·
WALL LINER	36" Color 29ga Liner Panel Wht	912	Lft	ه مندهای بیست در در در باید
CEILING LINER	36" Color 29ga Liner Panel Wht	384	Lft	
INSIDE TRIM	J TRIM 10' WHITE (JM2)	08	EA	
INTERIOR SCREWS	SCREWS #14 BRIGHT WHITE 1-1/4"	4,000	EA	•
	300 Additional Products			
	Labour for concrete footing and gradbeam	1		
	Labour to prep and finish floor	1,344		
	Labour Building Construction	1	Ea.	
•	Plumbing Budget	18,000	SFT	
	Electrical Budget	9,000	SFT	•
	CONCRETE FOR FOOTING	6		
	Concrete for grade beam	9		
,	Concrete for floor 6"	22	/M	•
	SUMP DOUBLE	2		



Estimate # 493	50			Page: 4 of 4
Component	Description	Quantity	Unit	
	Back hoe to dig in sumps	2	HR	
•	Excavation for grade beam	10		
•	Gravel 20mm Road Crush	40	Yd	
	Bobcat Rental	2		
	CONCRETE FOR EXTERIOR PADS	1		
	LaBour to place and broom finish pad	1		
		Studwall Subtotal:		\$37,287.14
		Additional Subtotal:		\$87,412.86
		Subtotal:		\$124,700.00
	•	GST:		\$7,482.00
		Total:		\$132,182.00

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v.



# MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:

Regular Council Meeting

Meeting Date:

May 23, 2007

Presented By:

Joulia Whittleton, Director of Corporate Services

Title:

Zama Wastewater System Upgrade – Borrowing Bylaw 634/07

### BACKGROUND / PROPOSAL:

Council approved \$4,000,000 in the 2006 Capital Budget for the Zama Wastewater System Upgrade project. \$3,000,000 was be funded by grant under the AB Water and Wastewater Program. \$1,000,000 is to be borrowed. Borrowing Bylaw 541/05 – Zama Wastewater System Upgrade was approved. This project is being carried forward to 2007.

## DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:

We received the new estimate for this project is \$7,772,982. The municipal portion is estimated at 25% of the total cost or 1,943,245.

Please review Bylaw 634/07.

## **COSTS / SOURCE OF FUNDING:**

A budget for annual interest and principle payments will be included in the MD's annual operating budget once the borrowing is made.

### RECOMMENDED ACTION:

Motion 1: Requires 2/3

That first reading be given to Bylaw 634/007, being a bylaw authorizing a debenture borrowing in the amount of \$1,943,245 for the Zama Wastewater Upgrade project.

Author:	- Al	Review Date:		
		Date.	 CAO	

#### BYLAW NO. 634/07 BEING A BYLAW OF THE

#### **MACKENZIE COUNTY**

(hereinafter referred to as "the County")

#### IN THE PROVINCE OF ALBERTA

This bylaw authorizes the Council of the County to incur indebtedness by the issuance of debenture(s) up to a maximum of \$1,943,245, for the purpose of financing the upgrade of the Zama Wastewater System.

WHEREAS, the Council of the County has decided to issue a by-law pursuant to Section 258 of the *Municipal Government Act* to authorize the financing, undertaking and completion of the upgrade of the Zama Wastewater System as approved by Council in capital expenditures; and

WHEREAS, plans and specifications have been prepared and the total cost of the project is estimated to be \$7,772,982; and

WHEREAS, in order to complete the project it will by necessary for the County to borrow the sum of \$1,943,245 for a period not to exceed 10 years, from the Alberta Capital Finance Authority or another authorized financial institution, by the issuance of debentures and on the terms and conditions referred to in this bylaw; and

WHEREAS, The estimated lifetime of the project financed under this by-law is equal to, or in excess of 10 years; and

WHEREAS, the principal amount of the outstanding debt of the County at December 31, 2006 is \$7,203,745 and no part of the principal or interest is in arrears; and

**WHEREAS**, all required approvals for the project have been obtained and the project is in compliance with all *Acts* and *Regulations* of the Province of Alberta.

## NOW, THEREFORE, THE COUNCIL OF THE COUNTY DULY ASSEMBLED, ENACTS AS FOLLOWS:

- That for the purpose of completing the upgrade of the Zama Wastewater System the sum of One Million Nine Hundred Forty Three Thousand and Two Hundred Forty Five Dollars (\$1,943,245) be borrowed from the Alberta Capital Finance Authority or another authorized financial institution by way of debenture on the credit and security of the County at large.
- The proper officers of the County are hereby authorized to issue debenture(s) on behalf of the County for the amount and purpose as authorized by this by-law, namely the upgrade of the Zama Wastewater System.
- 3. The County shall repay the indebtedness according to the repayment structure in effect, namely annual or semi-annual equal payments of combined principal and interest instalments not to exceed TEN (10) years calculated at a rate not exceeding the interest rate fixed by the Alberta Capital Finance Authority or another authorized financial institution on the date of the borrowing, and not to exceed TEN (10) percent.
- 4. The County shall levy and raise in each year municipal taxes sufficient to pay the indebtedness.
- The indebtedness shall be contracted on the credit and security of the County.
- 6. The net amount borrowed under the by-law shall be applied only to the project specified by this by-law.
- 7. This by-law comes into force on the date it is passed.

First Reading given on the 23rd day of May, 2007.

Bill Neufeld, Reeve Carol Gabriel, Executive Assistant
Second Reading given on the day of , 2007.

Bill Neufeld, Reeve Carol Gabriel, Executive Assistant
Third Reading and Assent given on the day of , 2007.

Bill Neufeld, Reeve Carol Gabriel, Executive Assistant
Carol Gabriel, Executive Assistant



# MACKENZIE COUNTY REQUEST FOR DECISION

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Regular Council Meeting

Meeting Date:

May 23, 2007

Presented By:

Joulia Whittleton, Director of Corporate Services

Title:

April 30, 2007 Income Statement and Term Deposits report

## BACKGROUND / PROPOSAL:

Operating revenues and expenditures figures for the period ended April 30, 2007.

## **OPTIONS & BENEFITS:**

For information.

Term Deposits as of May 23, 2007:

Deposit amount	Term		
\$1,500,000	30 days	Maturity Date	Interest Rate
\$2,000,000	60 days	May 26, 2007	4.23%
\$3,000,000	60 days	May 30, 2007	4.23%
	oo days	June 26, 2007	4.23%

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

NA

## RECOMMENDED ACTION:

That operating revenues and expenditures, term deposits and capital projects progress report for the period ended April 30, 2007 be received for information.

Author:	- Su	Review Date:		
		realen Date:	_ CAO	

#### **Mackenzie County**

2007 Operating Income Statement for the period ending: Variance Report

30-Apr-07

Note _	Date of note addition	
1	30-Apr	Code 1-**-**-560: Airport department - received \$500 for hay lease.
2	30-Арг	Code 1-**-**-597: Transportation department - we invoiced \$100,000 for the ice bridge to AIT.
3	30-Apr	Code 2-**-**-253: Administration department - paid \$1,104.25 to Peak Technologies for repairing the envelopes sealing unit.

#### MD of Mackenzie Summary of All Units April 30, 2007

		2006 Actual Total	2007 Actual Total	2007 Budget	\$ Budget Remaining	% Budget Remaining
	REVENUE					
	100-TAXATION	\$26,283,796	\$0	\$30,295,779	(\$30,295,779.00)	-100%
	124-FRONTAGE	\$242,967	\$16,198	\$296,070	(\$279,871,84)	-95% -62%
	420-SALES OF GOODS & SERVICES 421-SALE OF WATER -METERED	\$418,563 \$1,223,528	\$175,910 \$445,823	\$457,265 \$1,250,594	(\$281,355.06) (\$804,770.90)	-64%
	422-SALE OF WATER-BULK	\$381,937	\$108,559	\$409,335	(\$300,775.65)	-73%
	424-SALE OF LAND	\$66,880	\$189 \$41,317	\$19,100 \$100,000	(\$18,911.32) (\$58,683.27)	-99% -59%
	510-PENALTIES & COSTS ON TAXES 511-PENALTIES ON AR & UTILITIES	\$110,565 \$36,330	\$12,842	\$25,000	(\$12,158.40)	-49%
	520-LICENSES & PERMITS	\$10,720	\$3,705	\$10,500	(\$6,795.00)	-65%
	522-MUNICIPAL RESERVE REVENUE 526-SAFETY CODE PERMITS	\$28,702 \$73,338	\$3,438 \$9,278	\$0 \$30,000	\$3,437.81 (\$20,722.33)	0% -69%
	526-SAFELY CODE PERMITS 525-SUBDIVISION FEES	\$52,097	\$24,675	\$60,000	(\$35,325.00)	-59%
	530-FINES	\$30,119	\$4,257	\$10,000	(\$5,743,00)	-57% 0%
	531-SAFETY CODE COUNCIL 550-INTEREST REVENUE	\$412 \$588,519	\$0 \$179,157	\$0 \$200,000	\$0.00 (\$20,842.53)	-10%
$\mathcal{O}$	- 560-RENTAL & LEASE REVENUE	\$42,990	\$13,641	\$39,000	(\$25,359.00)	-65%
•	570-INSURANCE PROCEEDS	\$12,350	\$0 \$1,693	\$0 \$75,000	\$0,00 (\$73,307.05)	0% -98%
2	592-OIL WELL DRILLING - 597-OTHER REVENUE	\$60,282 \$204,566	\$112,472	\$115,000	(\$2,528.31)	-2%
	840-PROVINCIAL GRANTS	\$1,044,449	\$138,885	\$961,004	(\$822,118.61)	-86%
	920-CONTRIBUTED FROM CAPITAL RESERVE 930-CONTRIBUTION FROM OPERATING RESE	\$32,221 \$0	\$0 \$0	\$0 \$797,886	\$0,00 (\$797,886.00)	0% -100%
	990-OVER/UNDER TAX COLLECTIONS	(\$48,990)	\$0	\$86,068	(\$86,068.00)	-100%
	TOTAL REVENUE	\$30,896,339	\$1,292,039	\$35,237,601	(\$33,945,562.46)	-96%
	EXPENDITURE					
	110-WAGES & SALARIES	\$4,168,035	\$1,054,421 \$253,146	\$4,482,561 \$747,045	\$3,428,139.55 \$493,899.16	76% 66%
	132-BENEFITS 136-WCB CONTRIBUTIONS	\$623,863 \$76,846	\$233,140	\$82,927	\$82,927,00	100%
	142-RECRUITING	\$28,614	\$2,095	\$20,000	\$17,905.00	90%
	150-ISOLATION COSTS 151-HONORARIA	\$27,764 \$357,675	\$21,607 \$77,100	\$21,600 \$383,425	(\$6.96) \$306,325,00	0% 80%
	211-TRAVEL & SUBSISTENCE	\$239,880	\$77,869	\$266,820	\$188,951.20	71%
	212-PROMOTIONAL EXPENDITURE	\$33,847 \$62,833	\$388 \$45,894	\$30,500 \$78,620	\$30,111.74 \$32,725.56	99% 42%
	214-MEMBERSHIP/CONFERENCE FEES 215-FREIGHT	\$64,462	\$11,508	\$72,375	\$60,867.33	84%
	216-POSTAGE	\$33,000	\$6,678	\$29,000	\$22,322.49	77%
	217-TELEPHONE 221-ADVERTISING	\$196,631 \$44,523	\$40,027 \$8,554	\$159,527 \$50,325	\$119,500.39 \$41,771.49	75% 83%
	223-SUBSCRIPTIONS & PUBLICATIONS	\$3,375	\$921	\$3,950	\$3,029.10	77%
	231-AUDIT/ACCOUNTING	\$44,000	\$0 \$9,665	\$47,000 \$35,000	\$47,000.00 \$25,334.81	100% 72%
	232-LEGAL 233-ENGINEERING CONSULTING	\$56,500 \$100,867	\$38,939	\$116,500	\$77,560.73	67%
	235-PROFESSIONAL FEES	\$1,368,436	\$324,226	\$1,189,360	\$865,134.28	73%
	236-ENHANCED POLICING 239-TRAINING & EDUCATION	\$115,040 \$82,565	\$19,324 \$22,862	\$125,500 \$143,215	\$106,175,53 \$120,353,30	85% 84%
	242-COMPUTER PROG/DATA PROCESSING	\$34,666	\$3,052	\$43,000	\$39,948.17	93%
	251-BRIDGE REPAIR & MAINTENANCE	\$6,832	\$0 \$21,873	\$9,000	\$9,000.00 \$113,326.75	100% 84%
<b>(2)</b>	252-BUILDING REPAIRS & MAINTENANCE - 253-EQUIPMENT REPAIR	\$120,486 \$147,186	\$23,976	\$135,200 \$160,750	\$136,774.42	85%
3	255-VEHICLE REPAIR	\$93,135	\$22,196	\$96,6\$0	\$74,454.01	77%
	259-STRUCTURAL R&M (ROADS, SEWERS, WA	\$917,173 \$31,189	\$23,891 <b>\$</b> 9,744	\$996,750 \$43,400	\$972,858.94 \$33,656.00	98% 78%
	262-BUILDING & LAND RENTAL 263-VEHICLE & EQUIPMENT LEASE OR RENTA	\$75,503	\$37,985	\$87,990	\$50,004.51	57%
	266-COMMUNICATIONS	\$92,408	\$36,699	\$114,860	\$78,160.55	68% 89%
	267-AVL MAINTENANCE 271-LICENSES & PERMITS	\$95,722 \$4,467	<b>\$</b> 9,794 <b>\$</b> 59	\$89,050 \$4,380	\$79,255.90 \$4,321.00	99%
	272-DAMAGE CLAIMS	\$1,000	\$500	\$15,000	\$14,500.00	97%
	273-TAXES	\$8,823	\$0 \$165,450	\$8,900 \$281,345	\$8,900.00 \$115,894.90	100% 41%
	274-INSURANCE 342-ASSESSOR FEES	\$210,037 \$197,331	\$53,000	\$216,500	\$163,500.00	76%
	290-ELECTION COSTS	\$0	\$0	\$7,500	\$7,500.00	100%
	511-GOODS AND SUPPLIES	\$446,601 \$34,975	\$83,735 \$7,727	\$471,095 \$20,000	\$387,360.48 \$12,273.43	82% 61%
	512-MEDICAL SUPPLIES 521-FUEL & OIL	\$415,361	\$126,258	\$437,900	\$311,642.32	71%
	531-CHEMICALS/SALT	\$187,046	\$78,159	\$252,500	\$174,341.08 \$202,680,00	69% 100%
	532-DUST CONTROL 533-GRADER BLADES	\$192,064 \$105,544	\$0 \$13,584	\$202,680 \$105,000	\$202,880,00	87%
	534-GRAVEL	\$1,004,929	\$89,001	\$2,687,886	\$2,598,885.13	97%
	535-GRAVEL RECLAMATION COST	\$15,279 \$111,070	\$0	\$50,000 \$118,690	\$50,000.00 \$85,843,60	100% 72%
	543-NATURAL GAS 544-ELECTRICAL POWER	\$111,079 \$293,075	\$32,846 \$83,806	\$296,760	\$212,954.13	72%
	710-GRANTS TO LOCAL GOVERNMENTS	\$1,265,299	\$293,000	\$708,859	\$415,859.00	59%
	735-GRANTS TO OTHER ORGANIZATIONS 747-SCHOOL FOUNDATION PROGRAMS	\$1,173,636 \$6,776,568	\$947,188 \$1,654,483	\$1,221,298 \$7,008,894	\$274,109.71 \$5,354,410.57	22% 76%
	750-SENIORS FOUNDATION	\$436,896	\$218,448	\$612,105	\$393,657.00	64%
	762-CONTRIBUTED TO CAPITAL	\$1,023,647	\$0	\$1,951,388 \$5,971,444	\$1,951,388.00	100% 100%
	763-CONTRIBUTED TO CAPITAL RESERVE 764-CONTRIBUTED TO OPERATING RESERVE	\$4,751,160 \$1,535,934	\$0 \$0	\$5,971,444 \$1,300,350	\$5,971,444.00 \$1,300,350.00	100%
	765-CONTRIBUTED TO OPERATING ALLOWAN	\$10,000	\$0	\$0	\$0.00	0%

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#### MD of Mackenzie Summary of All Units April 30, 2007

	2006 Actual Total	2007 Actual Total	2007 Budget	\$ Budget Remaining	% Budget Remaining
	Total	TUIAI	Budget	Remaining	Remaining
810-INTEREST & SERVICE CHARGES	\$4,573	\$1,305	\$4,500	\$3,194.54	71%
831-INTEREST-LONG TERM DEBT	\$368,130	\$37,829	\$349,806	\$311,977.43	89%
832-PRINCIPAL - LONG TERM DEBT	\$886,343	\$98,307	\$958,221	\$859,913.59	90%
921-BAD DEBT EXPENSE	\$9,029	(\$327)	\$40,700	\$41,027.01	101%
922-TAX CANCELLATION/WRITE OFFS	\$17,202	\$3,231	\$60,000	\$56,768.84	95%
992-COST OF LAND SOLD	\$17,257	\$0	\$12,000	\$12,000.00	100%
TOTAL EXPENDITURES	\$30,846,339	\$6,192,023	\$35,237,601	\$29,045,577.52	82%
SURPLUS	\$50,000	(\$4,899,985)	\$0	(\$4,899,984,94)	0%

#### MD of Mackenzie 00-Taxes April 30, 2007

	2006 Actual Total	2007 Actual Total	2007 Budget	\$ Budget Remaining	% Budget Remaining
REVENUE 100-TAXATION 990-OVER/UNDER TAX COLLECTIONS	\$26,283,796 (\$48,990)	\$0 \$0	\$30,295,779 \$86,068	(\$30,295,779.00) (\$86,068.00)	
TOTAL REVENUE	\$26,234,805	\$0	\$30,381,847	(\$30,381,847.00)	-100%
EXPENDITURE					
SURPLUS	\$26,234,805	\$0	\$30,381,847	(\$30,381,847.00)	-100%

#### MD of Mackenzie 11-Council April 30, 2007

	2006 Actual Total	2007 Actual Total	2007 Budget	\$ Budget Remaining	% Budget Remaining
REVENUE		<del></del>			*****
EXPENDITURE				· · · · · · · · · · · · · · · · · · ·	
132-BENEFITS 151-HONORARIA 211-TRAVEL & SUBSISTENCE 214-MEMBERSHIP/CONFERENCE FEES 217-TELEPHONE 290-ELECTION COSTS 511-GOODS AND SUPPLIES	\$4,837 \$253,125 \$87,543 \$11,711 \$13,981 \$0 \$13,074	\$1,397 \$73,900 \$29,439 \$3,459 \$3,406 \$0	\$7,560 \$257,500 \$96,750 \$12,000 \$14,100 \$7,500 \$15,325	\$6,163.03 \$183,600.00 \$67,310.61 \$8,541.42 \$10,693.84 \$7,500.00 \$9,895,79	82% 71% 70% 71% 76% 100% 65%
TOTAL EXPENDITURES	\$384,271	\$117,030	\$410,735	\$293,704.69	72%
SURPLUS	(\$384,271)	(\$117,030)	(\$410,735)	\$293,704.69	-72%

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## MD of Mackenzie 12-Administration April 30, 2007

-	2006 Actual	2007 Actual	2007 Budget	\$ Budget Remaining	% Budget Remaining
-	Total	Total	Buogei	Kemaung .	Remaining
REVENUE					
420-SALES OF GOODS & SERVICES	\$19,772	\$12,508	\$20,000	(\$7,492.01)	
510-PENALTIES & COSTS ON TAXES	\$110,565	\$41,317	\$100,000	(\$58,683.27)	
550-INTEREST REVENUE	\$588,519	\$179,157	\$200,000	(\$20,842.53)	
592-OIL WELL DRILLING	\$60,282	\$1,693	\$75,000	(\$73,307.05)	
597-OTHER REVENUE	\$53,153	\$10,709	\$15,000	(\$4,290.81)	
840-PROVINCIAL GRANTS	\$32,555	\$0	\$32,378	(\$32,378.00)	
930-CONTRIBUTION FROM OPERATING RESE	<u>\$0</u>		\$10,000	(\$10,000,00)	-100%
TOTAL REVENUE	\$864,846	\$245,384	\$452,378	(\$206,993.67)	-46%
EXPENDITURE					
110-WAGES & SALARIES	\$778,778	\$209,950	\$902,796	\$692,845.97	77%
132-BENEFITS	\$124,730	\$55,892	\$142,964	\$87,072.00	61% 100%
136-WCB CONTRIBUTIONS	\$14,412	\$0 \$2,095	\$16,701 \$20,000	\$16,701.00 \$17,905.00	90%
142-RECRUITING	\$28,614	\$2,093 \$3,341	\$20,000	(\$3,341.48)	
150-ISOLATION COSTS	\$6,133 \$58,810	\$20,200	\$60,000	\$39,799.67	66%
211-TRAVEL & SUBSISTENCE 212-PROMOTIONAL EXPENDITURE	\$33,847	\$388	\$30,500	\$30,111.74	99%
214-MEMBERSHIP/CONFERENCE FEES	\$24,803	\$20,365	\$28,900	\$8,534.86	30%
215-FREIGHT	\$8,882	\$492	\$6,500	\$6,008,19	92%
216-POSTAGE	\$33,000	\$6,678	\$29,000	\$22,322.49	77%
217-TELEPHONE	\$56,704	\$10,859	\$59,760	\$48,901,27	82%
221-ADVERTISING	\$10,621	\$380	\$10,000	\$9,619.53	96%
223-SUBSCRIPTIONS & PUBLICATIONS	\$3,021	\$851	\$3,000	\$2,149.10	72%
231-AUDIT/ACCOUNTING	\$44,000	\$0	\$47,000	\$47,000.00	100%
232-LEGAL	\$26,769	\$4,306	\$17,000	\$12,694.07	75%
235-PROFESSIONAL FEES	\$54,759	\$14,000	\$75,000	\$61,000.00	81% 91%
239-TRAINING & EDUCATION	\$16,398	\$1,944	\$22,300 \$43,000	\$20,356.50 \$39,948.17	93%
242-COMPUTER PROG/DATA PROCESSING	\$34,666 \$42,155	\$3,052 \$10,585	\$43,000 \$48,000	\$37,414,53	78%
252-BUILDING REPAIRS & MAINTENANCE	\$42,133 \$881	\$1,599	\$3,000	\$1,400.75	47%
~ 253-EQUIPMENT REPAIR 255-VEHICLE REPAIR	\$4,401	\$3,131	\$2,000	(\$1,130.64)	
263-VEHICLE & EQUIPMENT LEASE OR RENTA	\$58,238	\$20,989	\$68,000	\$47,010.71	69%
266-COMMUNICATIONS	\$17,872	\$6,409	\$15,000	\$8,590.86	57%
272-DAMAGE CLAIMS	\$0	\$500	\$5,000	\$4,500.00	90%
273-TAXES	\$8,823	02	\$8,900	\$8,900.00	100%
274-INSURANCE	\$39,691	\$30,641	\$47,450	\$16,808.96	35%
342-ASSESSOR FEES	\$197,331	\$53,000	\$216,500	\$163,500.00	
511-GOODS AND SUPPLIES	\$62,778	\$14,868	\$64,000	\$49,132.40	
521-FUEL & OIL	\$11,817	\$4,064	\$9,500	\$5,435.51	57% 92%
543-NATURAL GAS	\$9,353	\$770	\$9,200	\$8,429.60 \$14,385.35	71%
544-ELECTRICAL POWER	\$19,130 \$1,013,847	\$5,915 \$277,500	\$20,300 \$612,712	\$335,212.00	55%
710-GRANTS TO LOCAL GOVERNMENTS	\$1,013,647	\$277,500	\$334,495	\$334,495.00	
762-CONTRIBUTED TO CAPITAL 764-CONTRIBUTED TO OPERATING RESERVE	\$0	\$0	\$1,200,000	\$1,200,000,00	
810-INTEREST & SERVICE CHARGES	\$4,573	\$1,305	\$4,500	\$3,194.54	
921-BAD DEBT EXPENSE	\$0	\$0	\$5,000	\$5,000.00	
922-TAX CANCELLATION/WRITE OFFS	\$17,202	\$3,231	\$60,000	\$56,768.84	95%
TOTAL EXPENDITURES	\$3,008,794	\$789,302	\$4,247,978	\$3,458,676.49	81%
SURPLUS	(\$2,143,949)	(\$543,917)	(\$3,795,600)	\$3,251,682,82	-86%

#### MD of Mackenzie 23-Fire Department April 30, 2007

	2006 Actual	2007 Actual	2007 Budget	\$ Budget Remaining	% Budget Remaining
	10(8)	1000	Duoger	rvernearing	rtementary
REVENUE 420-SALES OF GOODS & SERVICES	\$96,669	\$36,239	\$100,000	(\$63,761,50)	-64%
597-OTHER REVENUE	\$150	\$150	\$0	\$150.00	0%
840-PROVINCIAL GRANTS	\$12,230	\$0	\$0	\$0.00	0%
640-LVOALICIVE CROSSIE					<u></u>
TOTAL REVENUE	\$109,049	\$36,389	\$100,000	(\$63,611.50)	-64%
EXPENDITURE					-
110-WAGES & SALARIES	\$69,832	\$7,527	\$69,990	\$62,462.58	89%
132-BENEFITS	\$12,933	\$4,698	\$11,306	\$6,607.53	58%
136-WCB CONTRIBUTIONS	\$1,159	\$0	\$1,295	\$1,295.00	100%
151-HONORARIA	\$92,150	\$500	\$102,000	\$101,500.00	100%
211-TRAVEL & SUBSISTENCE	\$14,496	\$2,472	\$18,000	\$15,527.63	86%
214-MEMBERSHIP/CONFERENCE FEES	\$3,444	\$610	\$4,150	\$3,540.00	85%
215-FREIGHT	\$1,062	\$0	\$1,500	\$1,500.00	100%
217-TELEPHONE	\$28,602	\$3,367	\$15,000	\$11,633.41	78%
221-ADVERTISING	\$1,481	\$189	000,12	\$811,00	81%
223-SUBSCRIPTIONS & PUBLICATIONS	\$0	\$0	\$500	\$500.00	100%
232-LEGAL	\$1,125	\$0	\$1,000	\$1,000,00	100% 88%
235-PROFESSIONAL FEES	\$48,821	\$4,883	\$40,500 \$47,750	\$35,617.50 \$47,439,99	99%
239-TRAINING & EDUCATION	\$25,678 \$15.488	\$310 \$359	\$22,500	\$47,439.99 \$22,140,82	98%
252-BUILDING REPAIRS & MAINTENANCE	\$15,488 \$7,735	\$339 \$1,479	\$22,500 \$22,500	\$22,140.62	93%
253-EQUIPMENT REPAIR	\$13,583	\$2,442	\$18,000	\$15,558.01	86%
255-VEHICLE REPAIR 262-BUILDING & LAND RENTAL	\$13,980	\$3,248	\$17,200	\$13,952.02	81%
263-VEHICLE & EQUIPMENT LEASE OR RENTA	\$10,303	\$10,536	\$11,000	\$463.61	4%
266-COMMUNICATIONS	\$37,628	\$11,264	\$45,420	\$34,155.54	75%
267-AVL MAINTENANCE	\$41,032	\$2,616	\$34,675	\$32,059.24	92%
274-INSURANCE	\$23,758	\$20,627	\$29,700	\$9,073.02	31%
511-GOODS AND SUPPLIES	\$65,996	\$8,211	\$43,000	\$34,788.83	81%
521-FUEL & OIL	\$5,626	\$339	\$8,200	\$7,861.23	96%
531-CHEMICALS/SALT	\$4,244	\$0	\$5,500	\$5,500.00	100%
543-NATURAL GAS	\$10,191	\$3,353	\$11,180	\$7,826.53	70%
544-ELECTRICAL POWER	\$12,055	\$3,516	\$14,580	\$11,064.40	76%
710-GRANTS TO LOCAL GOVERNMENTS	\$80,647	\$0	\$80,647	\$80,647.00	100%
762-CONTRIBUTED TO CAPITAL	\$65,057	\$0	\$15,080	\$15,080.00	100%
763-CONTRIBUTED TO CAPITAL RESERVE	\$150,000	\$0	\$200,000	\$200,000.00	100%
765-CONTRIBUTED TO OPERATING ALLOWAN	\$10,000	\$0	\$0	\$0,00	0%
921-BAD DEBT EXPENSE	(\$2,526)		\$20,000	\$20,000.00	100%
TOTAL EXPENDITURES	\$865,579	\$92,547	\$913,173	\$820,626.08	90%
SURPLUS	(\$756,530)	(\$56,158)	(\$813,173)	\$757,014.58	-93%

#### MD of Mackenzie 25-Ambulance / Municipal Emergency April 30, 2007

	2006 Actual Total	2007 Actual Total	2007 Budget	\$ Budget Remaining	% Budget Remaining
REVENUE 420-SALES OF GOODS & SERVICES	\$143,277	\$100,276	\$200,000	(\$99,724.20)	-50%
597-OTHER REVENUE	\$8,266	\$0	\$0	\$0.00	0%
840-PROVINCIAL GRANTS	\$231,720	<u>\$0</u>	\$226,672	(\$226,672.00)	-100%
TOTAL REVENUE	\$383,262	\$100,276	\$426,672	(\$326,396.20)	-76%
EXPENDITURE					
110-WAGES & SALARIES	\$1,092,189	\$257,694	\$1,147,058	\$889,363.68	78%
132-BENEFITS	\$104,602	\$52,738	\$193,018	\$140,279,92	73%
136-WCB CONTRIBUTIONS	\$19,867	\$0	\$21,221	\$21,221.00	100%
211-TRAVEL & SUBSISTENCE	\$12,613	\$1,175	\$10,000	\$8,825,22	88%
214-MEMBERSHIP/CONFERENCE FEES	\$2,422	\$4,135	\$8,300	\$4,164.99	50%
215-FREIGHT	\$2,628	\$514	\$2,500	\$1,985.59	79%
217-TELEPHONE	\$27,704	\$3,230	\$12,500	\$9,270.16	74%
221-ADVERTISING	\$2,484	\$364	\$1,500	\$1,136.00	76%
223-SUBSCRIPTIONS & PUBLICATIONS	\$27	\$70	\$250	\$180.00	72%
232-LEGAL	\$7,578	\$0	\$1,000	\$1,000.00	100%
235-PROFESSIONAL FEES	\$25,257	\$7,821	\$37,000	\$29,178.65	79%
239-TRAINING & EDUCATION	<b>\$14,19</b> 5	\$16,902	\$42,000	\$25,097.56	60%
252-BUILDING REPAIRS & MAINTENANCE	\$30,377	\$5,088	\$25,000	\$19,912.14 \$1,874.69	80% 94%
253-EQUIPMENT REPAIR	\$3,067	\$125	\$2,000	\$11,912.00	77%
255-VEHICLE REPAIR	\$11,851	\$3,588	\$15,500	\$13,951.99	81%
262-BUILDING & LAND RENTAL	\$14,548	\$3,248	\$17,200 \$36,000	\$23,020.44	64%
266-COMMUNICATIONS	\$16,687	\$12,980 \$730	\$9,125	\$8,395.03	92%
267-AVL MAINTENANCE	\$6,478	\$730 \$11.163	\$9,123 \$17,600	\$6,437.01	37%
274-INSURANCE	\$15,952	\$11,163 \$5,869	\$24,500	\$18,630.74	76%
511-GOODS AND SUPPLIES	\$34,959 \$34,975	\$7,727	\$20,000	\$12,273,43	61%
512-MEDICAL SUPPLIES	\$34,975 \$30,761	\$7,727 \$9,161	\$30,000	\$20,838.67	69%
521-FUEL & OIL	\$5,749	\$1,878	\$10,100	\$8,222.41	81%
543-NATURAL GAS	\$7,476	\$2,756	\$9,180	\$6,423.99	70%
544-ELECTRICAL POWER	\$364,091	\$2,750	\$112,480	\$112,480.00	100%
762-CONTRIBUTED TO CAPITAL	\$75,000	\$0	\$75,000	\$75,000.00	100%
763-CONTRIBUTED TO CAPITAL RESERVE	\$9,941	(\$1,090)	\$13,200	\$14,290.11	108%
921-BAD DEBT EXPENSE	35,541	(\$1,050)	313,200	<b>4</b> 7 1,2 2 <b>6</b> 1 1	
TOTAL EXPENDITURES	\$1,972,877	\$407,867	\$1,893,232	\$1,485,365.42	78%
SURPLUS	(\$1,589,614)	(\$307,591)	(\$1,466,560)	\$1,158,969.22	-79%

#### MD of Mackenzie 26-Enforcement Services April 30, 2007

	2006 Actual Total	2007 Actual Total	2007 Budget	\$ Budget Remaining	% Budget Remaining
REVENUE					
520-LICENSES & PERMITS	\$680	\$265	\$500	(\$235.00)	
530-FINES	\$30,119	\$4,257	\$10,000	(\$5,743.00)	
560-RENTAL & LEASE REVENUE	\$18,500	\$6,000	\$18,000 \$0	(\$12,000,00) \$0,00	-67% 0%
597-OTHER REVENUE	\$142,097	\$0		30,00	0%
TOTAL REVENUE	\$191,396	\$10,522	\$28,500	(\$17,978.00)	-63%
EXPENDITURE					
110-WAGES & SALARIES	\$215,363	\$27,240	\$75,375	\$48,135,10	64%
132-BENEFITS	\$34,736	\$9,077	\$12,277	\$3,199.80	26%
136-WCB CONTRIBUTIONS	\$4,549	\$0	\$1,395	\$1,395,00	100%
211-TRAVEL & SUBSISTENCE	\$3,466	\$1,140	\$4,500	\$3,359.56	75%
214-MEMBERSHIP/CONFERENCE FEES	\$1,540	\$467	\$1,000	\$533.05	53%
217-TELEPHONE	\$13,859	\$2,053	\$1,900	(\$152,89)	
221-ADVERTISING	\$1,745	\$0	\$500	\$500,00	100%
223-SUBSCRIPTIONS & PUBLICATIONS	\$327	\$0	\$200	\$200,00	100%
232-LEGAL	\$306	\$0	\$1,000	\$1,000.00	100%
235-PROFESSIONAL FEES	\$18,894	\$1,670	\$4,000	\$2,330.00	58%
236-ENHANCED POLICING	\$115,040	\$19,324	\$125,500	\$106,175,53	85%
239-TRAINING & EDUCATION	\$5,662	\$0	\$5,000	\$5,000.00	100%
252-BUILDING REPAIRS & MAINTENANCE	\$735	\$0	\$500	\$500,00	100%
253-EQUIPMENT REPAIR	\$583	\$20	\$1,000	\$980,01	98%
255-VEHICLE REPAIR	\$5,441	\$418	\$2,500	\$2,082.24	83%
262-BUILDING & LAND RENTAL	\$2,436	\$3,248	\$8,500	\$5,251,99	62%
266-COMMUNICATIONS	\$6,554	\$1,740	\$2,840	\$1,100.23	39%
267-AVL MAINTENANCE	\$4,315	\$243	\$1,825	\$1,581.63	87%
274-INSURANCE	\$3,375	\$2,503	\$5,690	\$3,187.34	56%
511-GOODS AND SUPPLIES	\$14,291	\$684	\$3,000	\$2,316.21	77%
521-FUEL & OIL	\$11,581	\$1,250	\$5,000	\$3,750,40	75%
543-NATURAL GAS	\$1,946	\$91	2910	\$818.56	90%
544-ELECTRICAL POWER	\$4,341	\$515	\$3,960	\$3,445.49	87%
TOTAL EXPENDITURES	\$471,083	\$71,683	\$268,372	\$196,689.25	73%
SURPLUS	(\$279,687)	(\$61,161)	(\$239,872)	\$178,711.25	-75%

#### MD of Mackenzie 32-Transportation April 30, 2007

	2006 Actual	2007 Actual	2007	\$ Budget	% Budget
	Total	Total	Budget	Remaining	Remaining
REVENUE	\$53,808	\$11,319	\$80,070	(\$68,951.10)	-86%
124-FRONTAGE	\$55,427	\$10,950	\$60,000	(\$49,050,39)	-82%
420-SALES OF GOODS & SERVICES 570-INSURANCE PROCEEDS	\$12,350	\$0	\$0	\$0,00	0%
	\$36	\$101,613	\$100,000	\$1,612.50	2%
2) _ 597-OTHER REVENUE 840-PROVINCIAL GRANTS	\$423,714	\$0	\$423,714	(\$423,714.00)	-100%
930-CONTRIBUTION FROM OPERATING RESE			\$787,886	(\$787,886.00)	-100%
TOTAL REVENUE	\$545,335	\$123,681	\$1,451,670	(\$1,327,988.99)	-91%
EXPENDITURE					•
110-WAGES & SALARIES	\$1,136,366	\$337,205	\$1,316,003	\$978,798.11	74%
132-BENEFITS	\$193,942	\$74,886	\$227,836	\$152,949.76	67%
136-WCB CONTRIBUTIONS	\$20,604	\$0	\$24,346	\$24,346.00	100%
150-ISOLATION COSTS	\$21,631	\$18,092	\$16,800	(\$1,292.32)	
211-TRAVEL & SUBSISTENCE	\$18,111	\$4,037	\$16,600	\$12,563.00	76%
214-MEMBERSHIP/CONFERENCE FEES	\$635	\$504	\$1,700	\$1,196.50	70%
215-FREIGHT	\$9,750	\$782	\$18,375	\$17,592.76	96% 75%
217-TELEPHONE	\$28,669	\$8,092 \$386	\$32,172 \$8,500	\$24,080.40 \$8,114.48	95%
221-ADVERTISING	\$9,250	\$400	\$5,000	\$4,599.97	929
232-LEGAL	\$5,403 \$54,955	\$36,582	\$50,000	\$13,418.23	279
233-ENGINEERING CONSULTING	\$732,933	\$193,835	\$575,000	\$381,165.49	669
235-PROFESSIONAL FEES	\$6,742	\$1,179	\$6,560	\$5,381.50	829
239-TRAINING & EDUCATION 251-BRIDGE REPAIR & MAINTENANCE	\$6,832	\$0	\$9,000	\$9,000.00	100%
251-BRIDGE REPAIR & MAINTENANCE 252-BUILDING REPAIRS & MAINTENANCE	\$15,623	\$3,812	\$11,950	\$8,137.69	689
253-EQUIPMENT REPAIR	\$104,394	\$15,668	\$86,000	\$70,331.96	829
255-VEHICLE REPAIR	\$39,269	\$8,214	\$29,900	\$21,685.80	739
259-STRUCTURAL R&M (ROADS, SEWERS, WA	\$232,758	\$14,855	\$429,500	\$414,645.40	979
263-VEHICLE & EQUIPMENT LEASE OR RENTA	\$2,271	\$6,460	\$3,000	(\$3,459.81)	
266-COMMUNICATIONS	\$8,718	\$2,933	\$10,700	\$7,766.96	73
267-AVL MAINTENANCE	\$37,413	\$6,205	\$43,425	\$37,220.00	869 999
271-LICENSES & PERMITS	\$4,467	\$59	\$4,180	\$4,121.00	1009
272-DAMAGE CLAIMS	\$1,000	\$0	\$5,000	\$5,000.00 \$55,539.18	519
274-INSURANCE	\$70,169	\$54,216 \$30,875	\$109,755 \$197,000	\$166,125.50	84
511-GOODS AND SUPPLIES	\$143,084 \$308,948	\$100,622	\$320,000	\$219,377.62	69'
521-FUEL & OIL	\$65,071	\$38,484	\$83,500	\$45,015.93	54
531-CHEMICALS/SALT	\$192,064	\$0	\$202,680	\$202,680.00	100
532-DUST CONTROL 533-GRADER BLADES	\$105,544	\$13,584	\$105,000	\$91,415.81	87
534-GRAVEL	\$1,004,929	\$89,001	\$2,687,886	\$2,598,885.13	97
535-GRAVEL RECLAMATION COST	\$15,279	\$0	\$50,000	\$50,000.00	1009
543-NATURAL GAS	\$14,017	\$5,334	\$13,680	\$8,346.19	
544-ELECTRICAL POWER	\$105,750	\$27,304	\$100,200	\$72,896.20	
762-CONTRIBUTED TO CAPITAL	588,554	\$0	\$445,900	\$445,900.00	100
763-CONTRIBUTED TO CAPITAL RESERVE	\$3,410,988	\$0	\$5,446,444	\$5,446,444.00	
764-CONTRIBUTED TO OPERATING RESERVE	\$536,071	\$0	\$0	\$0.00	
831-INTEREST-LONG TERM DEBT	\$139,700	\$0	\$123,353	\$123,353.00 \$334,225.00	
832-PRINCIPAL - LONG TERM DEBT	\$317,176	\$0	\$334,225	3334,223.00	100
TOTAL EXPENDITURES	\$9,209,078	\$1,093,604	\$13,151,170	\$12,057,566.44	929

#### MD of Mackenzie 33-Airport April 30, 2007

:	2006 Actual Total	2007 Actual Total	2007 Budget	\$ Budget Remaining	% Budget Remaining
REVENUE 420-SALES OF GOODS & SERVICES	\$37,505	\$4,478	\$28,130	(\$23,652.09)	-84%
- 560-RENTAL & LEASE REVENUE	\$1,325	\$500	<u>\$0</u>	\$500.00	0%
TOTAL REVENUE	\$38,830	\$4,978	\$28,130	(\$23,152.09)	-82%
EXPENDITURE	-		•		
211-TRAVEL & SUBSISTENCE	\$62	\$0	\$1,000	\$1,000.00	100%
214-MEMBERSHIP/CONFERENCE FEES	\$0	\$1,000	\$1,400	\$400,00	29%
217-TELEPHONE	\$63	\$0	\$0	\$0.00	0%
239-TRAINING & EDUCATION	\$0	\$0	\$500	\$500.00	100%
252-BUILDING REPAIRS & MAINTENANCE	\$0	\$0	\$1,000	\$1,000.00	100%
253-EQUIPMENT REPAIR	\$3,727	\$1,700	\$4,000	\$2,300.35	58%
259-STRUCTURAL R&M (ROADS, SEWERS, WA	\$8,161	\$0	<b>\$7,10</b> 0	\$7,100,00	100%
263-VEHICLE & EQUIPMENT LEASE OR RENTA	\$2,429	\$0	\$3,240	\$3,240.00	100%
274-INSURANCE	\$14,744	\$13,730	\$15,750	\$2,020.10	13%
511-GOODS AND SUPPLIES	\$2,954	\$190	\$1,000	\$809.77	81%
531-CHEMICALS/SALT	\$0	\$0	\$3,000	\$3,000.00	100%
543-NATURAL GAS	\$3,657	\$1,202	\$4,600	\$3,398.06	74%
544-ELECTRICAL POWER	\$3,758	\$1,209	\$4,260	\$3,051.22	72%
710-GRANTS TO LOCAL GOVERNMENTS	\$33,000	\$0	\$0	\$0.00	0%
762-CONTRIBUTED TO CAPITAL	<u>\$0</u>	\$0	\$202,000	\$202,000.00	100%
TOTAL EXPENDITURES	\$72,555	\$19,031	\$248,850	\$229,819.50	92%
SURPLUS	(\$33,725)	(\$14,053)	(\$220,720)	\$206,667.41	-94%

#### MD of Mackenzie 41-Water Services April 30, 2007

	2006 Actual	2007 Actual 2007		\$ Budget	% Budget
	Total	Total	Budget	Remaining	Remaining
•					
REVENUE					
124-FRONTAGE	\$141,983	\$5,079	\$153,000	(\$147,920.74)	
420-SALES OF GOODS & SERVICES	\$35,885	\$8,420	\$24,935	(\$16,514.87)	
421-SALE OF WATER -METERED	\$930,451	\$338,293	\$952,496	(\$614,203.24)	-64%
422-SALE OF WATER-BULK	\$381,937	\$108,559	\$409,335	(\$300,775.65)	-73%
511-PENALTIES ON AR & UTILITIES	\$36,330	\$12,842	\$25,000	(\$12,158.40)	-49%
		****	*********	(C) 001 CTO 000	****
TOTAL REVENUE	\$1,526,587	<b>\$</b> 473,193	\$1,564,766	(\$1,091,572.90)	-70%
EXPENDITURE					
110-WAGES & SALARIES	\$296,244	\$92,475	\$288,811	\$196,335.64	68%
132-BENEFITS	\$48,308	\$18,620	\$47,189	\$28,569.19	61%
136-WCB CONTRIBUTIONS	\$5.095	\$0	\$5,343	\$5,343.00	100%
150-ISOLATION COSTS	\$0	\$173	\$4,800	\$4,626.84	96%
211-TRAVEL & SUBSISTENCE	\$25,113	\$15,346	\$30,370	\$15,023.94	49%
214-MEMBERSHIP/CONFERENCE FEES	\$423	\$432	\$1,750	\$1,317,83	75%
215-FREIGHT	\$42,142	\$9.719	\$43,500	\$33,780.79	78%
217-TELEPHONE	\$22,773	\$6,864	\$19,520	\$12,656.03	65%
221-ADVERTISING	\$1,756	\$0	\$1,800	\$1,800.00	100%
232-LEGAL	\$4,006	\$771	\$1,000	\$229,32	23%
233-ENGINEERING CONSULTING	\$1,966	\$2,358	\$6,500	\$4,142,50	64%
235-PROFESSIONAL FEES	\$23,277	\$1,643	\$39,360	\$37,716,57	96%
239-TRAINING & EDUCATION	\$5,518	\$1,070	\$8,105	\$7,035.00	87%
252-BUILDING REPAIRS & MAINTENANCE	\$13,004	\$1,998	\$14,750	\$12,751,56	86%
252-BOILDING REPAIRS & MAINTENANCE 253-EQUIPMENT REPAIR	\$21,947	\$3,345	\$31,250	\$27,905,47	89%
255-VEHICLE REPAIR	\$10,246	\$2,273	\$7,500	\$5,227,38	70%
259-STRUCTURAL R&M (ROADS, SEWERS, WA	\$112,931	\$6,036	\$59,000	\$52,963,54	90%
266-COMMUNICATIONS	\$3,982	\$1,153	\$3,900	\$2,747.44	70%
271-LICENSES & PERMITS	\$0	\$0	\$200	\$200,00	100%
271-DAMAGE CLAIMS	20	\$0	\$5,000	\$5,000.00	100%
272-DAMAGE CLAIMS 274-INSURANCE	\$23,773	\$17,219	\$30,990	\$13,771.02	44%
511-GOODS AND SUPPLIES	\$72,744	\$16,239	\$72,150	\$55,911.27	77%
	\$28,704	\$8,580	\$34,700	\$26,119.85	75%
521-FUEL & OIL	\$112,702	\$34,653	\$96,500	\$61,847.33	64%
531-CHEMICALS/SALT 543-NATURAL GAS	\$62,879	\$18,730	\$64,360	\$45,630.37	71%
544-ELECTRICAL POWER	\$119,173	\$36,925	\$123,000	\$86,075.22	70%
762-CONTRIBUTED TO CAPITAL	\$190,691	\$0,525	\$571,333	\$571,333.00	100%
76Z-CONTRIBUTED TO CAPITAL	\$197,340	\$29,591	\$188,950	\$159,359.48	84%
831-INTEREST-LONG TERM DEBT 832-PRINCIPAL - LONG TERM DEBT	\$485,003	\$83,420	\$502,178	\$418,758,13	83%
921-BAD DEBT EXPENSE	\$1,614	\$763	\$2,500	\$1,736.90	69%
	\$1,933,352	\$410,394	\$2,306,309	\$1,895,914.61	82%
TOTAL EXPENDITURES	\$1,700,092			01,020,7 (1.0)	
SURPLUS	(\$406,765)	\$62,799	(\$741,543)	\$804,341.71	-108%

#### MD of Mackenzie 42-Sewer Services April 30, 2007

	2006 Actual Total	2007 Actual Total	2007 Budget	\$ Budget Remaining	% Budget Remaining
REVENUE 124-FRONTAGE 421-SALE OF WATER -METERED	\$47,175 \$293,077	\$0 \$107,530	\$63,000 \$298,098	(\$63,000.00) (\$190,567.66)	-100% 64%
TOTAL REVENUE	\$340,252	\$107,530	\$361,098	(\$253,567,66)	-70%
EXPENDITURE					
110-WAGES & SALARIES 132-BENEFITS 136-WCB CONTRIBUTIONS 217-TELEPHONE 232-LEGAL 233-ENGINEERING CONSULTING 235-PROFESSIONAL FEES 252-BUILDING REPAIRS & MAINTENANCE 253-EQUIPMENT REPAIR 259-STRUCTURAL R&M (ROADS, SEWERS, WA 274-INSURANCE 511-GOODS AND SUPPLIES 531-CHEMICALS/SALT 434-NATURAL GAS 544-ELECTRICAL POWER 762-CONTRIBUTED TO CAPITAL 831-INTEREST-LONG TERM DEBT 832-PRINCIPAL - LONG TERM DEBT	\$167,163 \$30,069 \$3,212 \$1,512 \$0 \$2,833 \$3,060 \$2,048 \$2,063 \$186,347 \$5,469 \$4,882 \$4,876 \$3,887 \$16,153 \$173,500 \$31,090 \$84,163	\$46,435 \$11,615 \$0 \$349 \$0 \$0 \$0 \$0 \$40 \$1,400 \$4,359 \$0 \$5,022 \$1,488 \$3,865 \$0 \$8,238 \$14,888	\$188,193 \$31,447 \$3,482 \$1,495 \$1,500 \$5,000 \$3,500 \$7,000 \$53,500 \$6,325 \$10,370 \$29,000 \$4,660 \$15,480 \$50,000 \$37,503 \$121,818	\$141,758.40 \$19,831.61 \$3,482.00 \$1,146.07 \$1,500.00 \$3,500.00 \$3,500.00 \$3,500.00 \$1,600.00 \$1,966.02 \$10,370.00 \$23,977.82 \$3,171.88 \$11,615.04 \$50,000.00 \$29,264.95 \$106,930.46	75% 63% 100% 77% 100% 100% 100% 100% 100% 95% 31% 100% 83% 68% 75% 100%
TOTAL EXPENDITURES	\$722,330	\$97,699	\$570,073	<b>\$</b> 472,374.25	83%
SURPLUS	(\$382,079)	\$9,832	(\$208,975)	\$218,806,59	-105%

#### MD of Mackenzie 43-Solid Waste Disposal April 30, 2007

=	2006 Actual Total	2007 Actual Total	2007 Budget	\$ Budget Remaining	% Budget Remaining
REVENUE 420-SALES OF GOODS & SERVICES	\$12,404	\$1,955	\$9,600	(\$7,645.00)	-80%
TOTAL REVENUE	\$12,404	\$1,955	\$9,600	(\$7,645.00)	-80%
EXPENDITURE					
110-WAGES & SALARIES 132-BENEFITS 136-WCB CONTRIBUTIONS 221-ADVERTISING 232-LEGAL 235-PROFESSIONAL FEES 239-TRAINING & EDUCATION 222-BUILDING REPAIRS & MAINTENANCE 253-EQUIPMENT REPAIR 259-STRUCTURAL R&M (ROADS, SEWERS, WA 511-GOODS AND SUPPLIES 544-ELECTRICAL POWER	\$1,005 \$238 \$25 \$0 \$0 \$256,197 \$0 \$219 \$545 \$4,228 \$1,642 \$5,238	\$0 \$0 \$0 \$0 \$0 \$29 \$1,803	\$0 \$0 \$0 \$600 \$500 \$230,700 \$500 \$1,500 \$1,600 \$1,700 \$5,800	\$0.00 \$0.00 \$0.00 \$500.00 \$500.00 \$193,529.26 \$500.00 \$1,970.01 \$1,500.00 \$16,000.00 \$1,401.43	0% 0% 0% 100% 100% 100% 99% 100% 100% 82% 69%
TOTAL EXPENDITURES	\$269,337	\$39,302	\$259,300	\$219,997.92	85%
SURPLUS	(\$256,933)	(\$37,347)	(\$249,700)	\$212,352.92	-85%

#### MD of Mackenzie 51-Familiy & Community Services April 30, 2007

	2006 Actual Total	2007 Actual Total	2007 Budget	\$ Budget Remaining	% Budget Remaining
REVENUE 840-PROVINCIAL GRANTS	\$218,240	\$109,119	\$218,240	(\$109,121.00)	-50%
TOTAL REVENUE	\$218,240	\$109,119	\$218,240	(\$109,121.00)	-50%
EXPENDITURE		<del></del>			
255-VEHICLE REPAIR 274-INSURANCE 710-GRANTS TO LOCAL GOVERNMENTS 735-GRANTS TO OTHER ORGANIZATIONS 763-CONTRIBUTED TO CAPITAL RESERVE 764-CONTRIBUTED TO OPERATING RESERVE	\$114 \$1,251 \$22,901 \$406,555 \$20,000 \$58,545	\$1,130 \$2,084 \$0 \$391,787 \$0 \$0	\$750 \$1,150 \$0 \$439,550 \$0 \$46,750	(\$379.97) (\$933.86) \$0.00 \$47,763.28 \$0.00 \$46,750,00	
TOTAL EXPENDITURES	\$509,366	\$395,001	\$488,200	\$93,199.45	19%
SURPLUS	(\$291,126)	(\$285,882)	(\$269,960)	(\$15,921.55)	6%

#### MD of Mackenzie 61-Planning & Development April 30, 2007

	2006 Actual Total	2007 Actual	2007 Budget	\$ Budget Remaining	% Budget Remaining
	100				
REVENUE	21.050	<b>*</b> 1 005	\$2,000	(\$915,00)	-46%
420-SALES OF GOODS & SERVICES	\$1,870 \$10,040	\$1,085 \$3,440	\$10,000	(\$6,560,00)	
520-LICENSES & PERMITS	\$10,040 \$28,702	\$3,438	\$0	\$3,437.81	0%
522-MUNICIPAL RESERVE REVENUE	\$26,702 \$73,338	\$9,278	\$30,000	(\$20,722.33)	
526-SAFETY CODE PERMITS	\$52,097	\$24,675	\$60,000	(\$35,325.00)	
525-SUBDIVISION FEES	5412	\$24,075	\$0	\$0.00	0%
531-SAFETY CODE COUNCIL	\$19,527	\$7,141	\$16,500	(\$9,359.00)	-57%
560-RENTAL & LEASE REVENUE		\$1,141			
TOTAL REVENUE	\$185,986	\$49,056	\$118,500	(\$69,443.52)	-59%
EXPENDITURE					
DAI EL DITOTE			4010 (40	CO 67 000 00	81%
110-WAGES & SALARIES	\$273,968	\$61,750	\$319,642	\$257,892,09 \$33,372.00	62%
132-BENEFITS	\$52,727	\$20,045	\$53,417	\$5,913.00	100%
136-WCB CONTRIBUTIONS	\$5,014	\$0	\$5,913	\$14,700,00	92%
151-HONORARIA	\$6,725	\$1,350	\$16,050	\$18,225.69	92% 91%
211-TRAVEL & SUBSISTENCE	\$12,252	\$1,774	\$20,000	\$1,780.00	71%
214-MEMBERSHIP/CONFERENCE FEES	\$1,940	\$720	\$2,500	\$1,780.00	25%
217-TELEPHONE	\$1,661	\$1,504	\$2,000 \$20,000	\$16,547.11	83%
221-ADVERTISING	\$12,924	\$3,453		\$2,811,45	40%
232-LEGAL	\$11,314	\$4,189	\$7,000 \$60,000	\$59,434.31	99%
235-PROFESSIONAL FEES	\$119,205	\$566	\$6,500	\$5,042.75	78%
239-TRAINING & EDUCATION	\$8,371	\$1,457 \$78	\$2,000	\$1,922.03	96%
255-VEHICLE REPAIR	\$2,554	\$78 \$0	\$2,000	\$0.00	0%
267-AVL MAINTENANCE	\$6,484	\$2,320	\$5,550	\$3,229.60	58%
274-INSURANCE	\$3,313	\$2,320 \$703	\$7,500	\$6,797.44	91%
511-GOODS AND SUPPLIES	\$8,024	\$703 \$828	\$10,000	\$9,172.49	92%
521-FUEL & OIL	\$5,656	\$828 \$0	\$145,100	\$145,100.00	100%
762-CONTRIBUTED TO CAPITAL	\$0 \$28,702	30 20	\$145,100	\$0.00	0%
764-CONTRIBUTED TO OPERATING RESERVE	\$28,702	30		30.00	- 074
TOTAL EXPENDITURES	\$560,835	\$100,736	\$683,172	\$582,436.14	85%
SURPLUS	(\$374,849)	(\$51,679)	(\$564,672)	\$512,992.62	-91%

#### MD of Mackenzie 63-Agriculture April 30, 2007

. =	2006 Actual Total	2007 Actual Total	2007 Budget	\$ Budget Remaining	% Budget Remaining
REVENUE 420-SALES OF GOODS & SERVICES 560-RENTAL & LEASE REVENUE 840-PROVINCIAL GRANTS	\$5,435 \$3,638 \$125,990	\$0 \$0 \$29,766	\$2,600 \$4,500 \$60,000	(\$2,600.00) (\$4,500.00) (\$30,233.61)	-100% -100% -50%
TOTAL REVENUE	\$135,063	\$29,766	\$67,100	(\$37,333.61)	-56%
EXPENDITURE	-				
110-WAGES & SALARIES 132-BENEFITS 136-WCB CONTRIBUTIONS 151-HONORARIA 211-TRAVEL & SUBSISTENCE 214-MEMBERSHIP/CONFERENCE FEES 217-TELEPHONE 221-ADVERTISING 223-ENGINEERING CONSULTING 223-ENGINEERING CONSULTING 239-TRAINING & EDUCATION 253-EQUIPMENT REPAIR 255-VEHICLE REPAIR 259-STRUCTURAL R&M (ROADS, SEWERS, WA 262-BUILDING & LAND RENTAL 263-VEHICLE & EQUIPMENT LEASE OR RENTA 266-COMMUNICATIONS 274-INSURANCE 511-GOODS AND SUPPLIES 521-FUEL & OIL 531-CHEMICALS/SALT 735-GRANTS TO OTHER ORGANIZATIONS 763-CONTRIBUTED TO CAPITAL RESERVE	\$77,065 \$12,733 \$1,468 \$5,675 \$6,843 \$3,057 \$1,103 \$2,060 \$41,113 \$0 \$2,245 \$5,677 \$354,231 \$225 \$2,262 \$967 \$8,541 \$2,986 \$11,206 \$153 \$30,000 \$250,000	\$14,145 \$4,177 \$0 \$1,350 \$2,284 \$2,094 \$330 \$0 \$0 \$0 \$9 \$923 \$1,600 \$0 \$0 \$221 \$6,588 \$1,52 \$1,413 \$0 \$35,000	\$103,156 \$15,070 \$1,908 \$7,125 \$9,300 \$3,170 \$1,080 \$2,000 \$4,000 \$2,500 \$18,500 \$395,000 \$55,000 \$11,385 \$8,000 \$11,385 \$8,000 \$15,500 \$35,000 \$35,000 \$35,000 \$35,000 \$35,000 \$35,000	\$89,010.98 \$10,893.32 \$1,908.00 \$5,775.00 \$7,015.88 \$1,075.66 \$775.92 \$1,619.52 \$55,000.00 \$2,550.00 \$17,577.16 \$393,400.00 \$2,750.00 \$7,750.00 \$7,790.80 \$4,796.51 \$7,847.54 \$14,086.55 \$35,000.00 \$2550,000.00	86% 72% 81% 75% 34% 72% 81% 100% 100% 100% 100% 100% 100% 100%
TOTAL EXPENDITURES	\$819,608	\$70,633	\$976,944	\$906,311.12	93%
SURPLUS	(\$684,545)	(\$40,866)	(\$909,844)	\$868,977.51	-96%

#### MD of Mackenzie 64-Veterinary Service April 30, 2007

	2006 Actual Total	2007 Actual Total	2007 Budget	\$ Budget Remaining	% Budget Remaining
REVENUE					<del> </del>
EXPENDITURE		<del>11.</del>			
151-HONORARIA 211-TRAVEL & SUBSISTENCE 235-PROFESSIONAL FEES	\$0 \$572 \$45,819	\$0 \$0 \$58,500	\$750 \$300 \$75,000	\$750.00 \$300.00 \$16,500.00	100%
TOTAL EXPENDITURES	\$46,391	\$58,500	\$76,050	\$17,550.00	23%
SURPLUS	(\$46,391)	(\$58,500)	(\$76,050)	\$17,550.00	-23%

#### MD of Mackenzie 66-Subdivision April 30, 2007

	2006 Actual Total	2007 Actual Total	2007 Budget	\$ Budget Remaining	% Budget Remaining
REVENUE 424-SALE OF LAND 597-OTHER REVENUE	\$66,880 \$864	\$189 	\$19,100 \$0	(\$18,911.32) \$0.00	-99% 0%
TOTAL REVENUE	\$67,744	\$189	\$19,100	(\$18,911.32)	-99%
EXPENDITURE					
221-ADVERTISING 235-PROFESSIONAL FEES 764-CONTRIBUTED TO OPERATING RESERVE 992-COST OF LAND SOLD	\$0 \$0 \$50,488 \$17,257	\$0 \$4,138 \$0 \$0	\$1,000 \$2,500 \$3,600 \$12,000	\$1,000.00 (\$1,637.50) \$3,600.00 \$12,000.00	100% -66% 100% 100%
TOTAL EXPENDITURES	\$67,745	\$4,138	\$19,100	\$14,962.50	78%
SURPLUS	(\$1)	(\$3,949)	\$0	(\$3,948.82)	0%

#### MD of Mackenzie 71-Recreation Boards April 30, 2007

	2006 Actual Total	2007 Actual Total	2007 Budget	\$ Budget Remaining	% Budget Remaining
REVENUE 920-CONTRIBUTED FROM CAPITAL RESERVE	\$32,221	\$0 .	\$0	\$0.00	0%
TOTAL REVENUE	\$32,221	\$0	\$0	\$0.00	0%
EXPENDITURE		<del></del>			
710-GRANTS TO LOCAL GOVERNMENTS 735-GRANTS TO OTHER ORGANIZATIONS 763-CONTRIBUTED TO CAPITAL RESERVE	\$99,904 \$606,786 \$33,044	\$0 \$386,198 \$0	\$0 \$612,544 \$0	\$0.00 \$226,346.43 \$0.00	37%
TOTAL EXPENDITURES	\$739,734	\$386,198	\$612,544	\$226,346.43	37%
SURPLUS	(\$707,513)	(\$386,198)	(\$612,544)	\$226,346,43	-37%

#### MD of Mackenzie 72-Parks & Playgrounds April 30, 2007

	2006 Actual Total	2007 Actual Total	2007 Budget	\$ Budget Remaining	% Budget Remaining
REVENUE 420-SALES OF GOODS & SERVICES	\$10,32 <u>0</u>	<b>\$</b> 0	\$10,000	(\$10,000.00)	-100%
TOTAL REVENUE	\$10,320	\$0	\$10,000	(\$10,000,00)	-100%
EXPENDITURE					
110-WAGES & SALARIES 132-BENEFITS 136-WCB CONTRIBUTIONS 214-MEMBERSHIP/CONFERENCE FEES 221-ADVERTISING 235-PROFESSIONAL FEES 252-BUILDING REPAIRS & MAINTENANCE 259-STRUCTURAL R&M (ROADS, SEWERS, WA 511-GOODS AND SUPPLIES 521-FUEL & OIL 762-CONTRIBUTED TO CAPITAL 764-CONTRIBUTED TO OPERATING RESERVE	\$60,061 \$4,007 \$1,442 \$0 \$597 \$40,215 \$836 \$18,515 \$12,215 \$1,061 \$0 \$50,000	\$0 \$0 \$0 \$651 \$0 \$0 \$0 \$0 \$216 \$0 \$0	\$71,537 \$4,961 \$1,323 \$500 \$1,300 \$50,000 \$6,000 \$37,150 \$16,450 \$5,000 \$75,000	\$71,537.00 \$4,961.00 \$1,323.00 \$500.00 \$648.85 \$50,000.00 \$6,000.00 \$16,233.56 \$5,000.00 \$75,000.00	100% 100% 100% 100% 50% 100% 100% 100% 99% 100% 100%
TOTAL EXPENDITURES	\$188,950	\$868	\$319,221	\$318,353.41	100%
SURPLUS	(\$178,630)	(\$868)	(\$309,221)	\$308,353.41	-100%

#### MD of Mackenzie 73-Tourism April 30, 2007

	2006 Actual Total	2007 Actual Total	2007 Budget	\$ Budget Remaining	% Budget Remaining
REVENUE	· · · · · · · · · · · · · · · · · · ·				
EXPENDITURE		<u> </u>			
214-MEMBERSHIP/CONFERENCE FEES 221-ADVERTISING 511-GOODS AND SUPPLIES	\$12,859 \$1,605 \$6,975	\$12,109 \$2,750 \$0	\$13,250 \$2,125 \$7,100	\$1,14i.25 (\$625.00) \$7,100.00	9% -29% 100%
TOTAL EXPENDITURES	\$21,439	\$14,859	\$22,475	\$7,616.25	34%
SURPLUS	(\$21,439)	(\$14,859)	(\$22,475)	\$7,616.25	-34%

#### MD of Mackenzie 74-Library Service April 30, 2007

	2006 Actual Total	2007 Actual Total	2007 Budget	\$ Budget Remaining	% Budget Remaining
REVENUE	••••••••••••••••••••••••••••••••••••••	·			
EXPENDITURE	<b>CIS 000</b>	£15 500	£16.600		
710-GRANTS TO LOCAL GOVERNMENTS 735-GRANTS TO OTHER ORGANIZATIONS	\$15,000 \$130,295	\$15,500 \$134,204	\$15,500 \$134,204	00.00 00.00	0% 0%
TOTAL EXPENDITURES	\$145,295	\$149,704	\$149,704	\$0,00	0%
SURPLUS	(\$145,295)	(\$149,704)	(\$149,704)	\$0.00	0%

#### MD of Mackenzie 85-Requisitions April 30, 2007

	2006 Actual Total	2007 Actual Total	2007 Budget	\$ Budget Remaining	% Budget Remaining
REVENUE					
EXPENDITURE	<u> </u>				
747-SCHOOL FOUNDATION PROGRAMS 750-SENIORS FOUNDATION	\$6,776,568 \$436,896	\$1,654,483 \$218,448	\$7,008,894 \$612,105	\$5,354,410.57 \$393,657.00	76% 64%
TOTAL EXPENDITURES	\$7,213,464	\$1,872,931	\$7,620,999	\$5,748,067.57	75%
SURPLUS	(\$7,213,464)	(\$1,872,931)	(\$7,620,999)	\$5,748,067.57	-75%

#### MD of Mackenzie 97-Other Transfers April 30, 2007

	2006 Actual Total	2007 Actual Total	2007 Budget	\$ Budget Remaining	% Budget Remaining
REVENUE		<u></u>			
EXPENDITURE	***				
763-CONTRIBUTED TO CAPITAL RESERVE 764-CONTRIBUTED TO OPERATING RESERVE	\$812,128 \$812,128	\$0 \$0	\$0 \$0	\$0.00 \$0.00	0% 0%
TOTAL EXPENDITURES	\$1,624,255	\$0	: \$0	\$0.00	0%
SURPLUS	(\$1,624,255)	\$0	\$0	\$0.00	0%

Mackenzie County MONTHLY CAPITAL PROJECT REPORT

MONTHLY CAPITAL PROJECT REPORT						May 17, 2007		
Department	Grant eligible amount	Total budget	Actual cost-to- date	Variance \$	Variance %	Estimated % of completion	Estimated completion date	Comment
Administration								
Fumiture & Equipment		3,450	323	3,127	91%	80%		31-Jul-07 Executive Secretary desk was purchased and installed.
NT Servers		9,700	868'8	802	8%	%06		Server purchased and installed in La Crete EMS office.
Computer hardware and software		15,000	1,079	13,921	93%		31-Dec-07	31-Dec-07 in progress
Records Storage System		26,000		26,000	100%		15-Jun-07	15-Jun-07 Installation of the new equipment to commence May 28th
La Crete Office Building		1,500,000		1,500,000	100%			Building committee
FV Office Expansion (engineering)		50,000		50,000	100%			Building committee
PC's, Peripherals & Equip.		31,000	2,729	28,271	91%			in progress
Municipal Heritage Program	30,000	60,000	361	59,639	%66			Waiting for grant approval
Fixed Asset and Human Resource Modules	-	21,345	10,704	10,641	20%			Fixed Assets module was installed, HK module installation will be done remotely and on-site training is scheduled to begin June 25th
GIS - Land ownership Map/Land Parcel		38,000		38,000	100%	:		In progress
GIS - Utilities, Rural Addressing, Transportation	104,668	104,568		104,668	100%			Will be meeting with ISL to discuss details
Zama Office (renovation and engineering of new)		60,000		90,000	100%			Building committee
La Crete Office Building Study		46,946		46,946	100%			Building committee
Project Costing Software		60,000		60,000	100%			Added May 8, 2007 by motion # 07-440 - in review
Tota!	\$134,668	\$2,016,109	\$24,093	\$1,992,017	%66			
Fire Services								
Vehicle Extraction Ram - Zama		3,080		3,080	100%			
FV Fire Hall Mezzanine		29,943	606'9	23,034	77%			
Roof Repairs & Painting - Zama		12,000		12,000	100%			Building committee
Zama Fuel Break		60,000		60,000	100%			
LCFD Paint MCI Unit		1,864	1,864	•	0%			
Total	\$0	\$106,887	\$8,773	\$98,114	92%			
Ambulance Services								
Ambulance Station Drive-way Paving - HL		10,800		10,800	100%			
Emergency Generators		12,300		12,300	100%			
One FluidMedication Infusion Pump - LC		7,300		7,300	100%			
One Automatic Transport Ventilator - LC		6,440		6,440	100%			
Disaster Services Radio Broadcasting		23,859		23,859	100%			
Air conditioning units (4 - 12,000 BTU)		1,680		1,680	100%			
Ambulance Shop - FV		100,000		100,000	100%			Building committee
Total	80	\$162,379	0\$	\$162,379	100%			
Enforcement								
	-							
Total		0\$	92	0\$				

CAMRIF approved, met with EXH, the local improversion bylaw received its first reading, open house is scheduled for June 19th in La Crete Funding amended May 8, 2007 by motion 07-440; met with EXH, planning and design is in progress EXH will bring bridges raview to our next meeting EXH will bring bridges raview to our next meeting Knelsen to complete paving driveway accesses Mat with ISL, plans are being reviewed Met with DCL, plans are being reviewed 2006 CF - one road was not completed in 2006 Met with DCL engineers, design is in progress Comment Five requests were approved by Council added May 8, 2007 by motion 07-432 added May 8, 2007 by motion 07-436 EXH is working on plans Obtaining prices Met with EXH Met with EXH Met with ISL Met with ISL Completed completion Estimated date 100% of completion Estimated % May 17, 2007 100% 98 100% 100% 100% 100% -5% 46% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 18% 2001 <del>1</del>00% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 83% 100% 100% 100% 100,000 430,000 25,000 250,000 35,000 (2,294) 59,800 49,992 60,000 16,138 312,000 9,985 83,196 15,000 150,000 270,000 140,000 10,000 \$11,640,888 30,000 87,700 28,400 22,000 133,000 50,000 450,000 8,500 15,000 50,000 7,800 000'09 ,105,000 35,000 800,000 \$96,942 16,804 44,794 35,328 Actual cost-to 65,000 49,992 000'09 16,138 312,000 8,500 100,000 15,000 150,000 125,000 50,000 270,000 140,000 10,000 36,000 100,000 430,000 200,000 25,000 35,000 \$11,737,830 22,000 42,600 133,000 250,000 100,000 60,000 450,000 87,700 28,400 60,000 800,000 1,105,000 7,800 3,000,000 **Total budget** 170,000 ort Vermilion 45th Street from River Road to 46 Ave including Mackenz 15,000 220,000 35,000 52,260 100,000 5,554,080 716,480 778,000 150,000 22,340 100,000 1,500,000 315,000 000,000 280,000 C 98th Ave - 100th to 108th Street Sidewalk - to do engineering study Grant eligible amount a Crete 109 Avenue from 100 to 101 Street Storm St La Crete 102 Street and 92 Avenue curb, gutter and s FV River Road - 50st to Calholic Church (46th to 50th Ditch Clean out La Crete 89th Avenue from 101 to 100 Street Cold Bridge - BF 813368 LC 101 Avenue Accesses from 102 - 107 Street La Crete 100th Street Crosswafk (traffic lights) a Crete Public Works Yard Sand/Asphalt Pad MONTHLY CAPITAL PROJECT REPORT aved Accesses on Access Roads (new) ort Vermition Sand Shed (was \$35,000) SW 15-104-17-W5M Road Construction ort Vermillion Minor Small Equipment a Crete South Access Turning Lane ort Vermilion Equipment & Vehicles a Crete 99th Street Reconstruction rairie Point Culvert Replacement ort Vermilion 44 Avenue Hot Mix John Deere Front Mount Mower a Crete Minor Small Equipment Department a Crete Equipment & Vehicles Fort Vermilion Shop major tools John Deere Grader Purchase Total Road Construction Requests Road Construction Requests Zama Equipment & Vehicles TWP 106-4 Reconstruction our Graders Replacement Zama Bearspaw Crescent 31S Hardware/Software FV Shop Upgrade La Crete Shop Upgrade Von-Conforming Roads Zama Access Paving Reconstruction **Sravel Exploration** 3ridge - BF 76738 Bridge - BF 72702 Shoulders Pulls **Fransportation** Street lighting

County

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Mackenzie County MONTHLY CAPITAL PROJECT REPORT

Department	Grant eligible amount	Total budget	Actual cost-to- date	Variance \$	Variance Es % of	Estimated % Coording Coordinated %	Estimated completion date	Comment
Airport Transportation								
Fort Vermilion and La Crete Airport fights and landing counter	ig counter	72,000		72,000	100%	***	Airport lights are being purchased	chased
FV Airport Terminal Building and site improvements		30,000	15,000	15,000	20%			
Airports Planning		100,000		100,000	100%			
RED	99,032	\$99,032		99,032	100%			
Total	99,032	\$301,032	\$15,000	\$286,032	%56			!
Water Services								
Remote Meter Reader		12,500		12,500	100%	-		
Regional SCADA (was \$562,000 in 2006)	737,000	737,000		737,000	100%			
Zama Water Treatment System	7,415,870	10,594,100	190,366	10,403,734	%86		Project is being tendered	
Le Crete Water Treatment System	172,283	172,283		172,283	100%			
Buffalo Head Water point Upgrade phase 2		27,500		27,500	100%			
Fort Vermilion Water line - 50 Street & 43 Avenue - Review and Planni	- Review and Plannir	000'09		000'09	100%			
Fort Vermilion WTP Upgrade		46,000		46,000	100%			
Hydrant & Valve Repair Program		195,333		195,333	100%			
Zama Surface Water Drainage Management Study		120,000		120.000	100%		amended May 8, 2007 by motion 07-440	motion 07-440
High Level Water Well Drilling		140,000	109,597	30,403	22%			
High Level Drainage Project		000'09		90,000	100%		added May 8, 2007 by motion 07-440	tion 07-440
Total	8,325,153	\$12,154,716	\$299,963	\$11,804,753	91%			
Sewer Services								
Camera & Video Wastewater Collection System		90,000		50,000	100%			
Zama Wastewater Upgrade - Phase II	3,000,000	4,000,000	9,630	3,990,370	100%			
Zama Wastewater System Repair	85,000	85,000		95,000	100%			
FV Main Lift Station Upgrade		178,627		178,627	100%			
La Crete Lagoon Study		22,226	6,555	15,670	71%			
Total	3,085,000	\$4,335,852	\$16,185	\$4,319,667	100%			
Waste Disposal Services								
Tire Bunkers	20,000	20,000		20,000	100%			
Total	20,000	\$20,000	0\$	\$20,000	100%			
Planning & Development					_			
Country Residential Study		20,700		20,700	100%			
IDP Plan - High Level area		60,000		000'09	100%			
Municipal Development Plan Update		44,400		44,400	100%			
Zama Subdivision Development		60,000		50,000	100%			
LiDar Imaging		100,000		100,000				
Total	\$0	\$275,100	\$0	\$275,100	100%			
Agricultural Services								
Rosenburger Drainage Lines 3 & 7	27,439	27,439		27,439	100%			
Blue Hills West - Phase 2		100,000		100,000				
Fort Vermilion South Drainage Phase 2		140,000		140,000				
Rite Hills Drainage Study		20,000		20,000				
EV South Drainage		141,878	7,673	134,206				
Describition Districts I in 8 4 & 8		22,862		22,862				
Huch Flett Drainage		40,000						
Total	27,439	\$492,179	\$7,673	\$484,506	%86			
					İ			

Macke. County
MONTHLY CAPITAL PROJECT REPORT

Grant eligible Total budget Actual cost-to- Variance amount date \$	Variance V \$	Variance Estimated % of completion	Estimated % completion of completion date	Comment
21,000	21,000	100%		
45,000 495	44,505	%66		
50,000	50,000	100%		
6,335	5,335	100%		
38,267	38,267	100%		
49,502	49,502	100%		Met with Zama Rec. Board - in progress
\$209,104 \$496	\$208,610	400%		
\$17,245,372 \$31,811,188 \$469,124	\$31,292,064	7,86		
\$3	\$496 \$469,124	\$496 \$208,610 \$469,124 \$31,292,064		



# MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:

**Regular Council Meeting** 

Meeting Date:

May 23, 2007

Presented By:

Joulia Whittleton, Director of Corporate Services

Title:

Municipal Sustainability Initiative

### BACKGROUND / PROPOSAL:

Municipal Sustainability Initiative funding was announced in late April/07.

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

The County is eligible to receive \$1,282,748 in 2007-08. Although we still have not received the program and administrative details, the administration suggests the following for discussion and consideration:

For local projects:	Projects/activities to consider for funding:
\$439,272 - CORE CAPITAL PROJECTS: for municipal roads, water and wastewater facilities, storm drainage systems, and solid waste management facilities	has been a server to the first area
	2. Zama Hamlet has numerous drainage issues;
	3. La Crete and Zama Hamlets – solid waste transfer stations are located within hamlets boundaries and may create some problems for future development
\$164,727 - COMMUNITY CAPITAL PROJECTS: libraries, cultural facilities, community halls, recreational facilities, municipal administrative and PW buildings, community energy systems	<ol> <li>support local groups with new capital projects (Fort Vermilion - an addition of change rooms, La Crete and Zama – assist with communities libraries);</li> </ol>
Author: Review Date:	CAO

	allocate this funding to construction or renovation of the existing municipal administrative or public works buildings (numerous projects included in our 2007 capital budget that are in planning stages)
\$36,914 - CONDITIONAL OPERATING GRANT: support the operation and maintenance of community facilities being operated by non-profits	allocate this funding proportionally to the local recreation boards that currently operate municipal recreation facilities;
	allocate this funding to non-profit groups that operate non-municipality owned community facilities (Agricultural Societies)

For jointly planned projects with one or more neighbouring municipalities:	Projects to consider:
\$109,818 - CORE CAPITAL PROJECTS (roads, water facilities, etc)	To be discussed at Tri-council meeting
\$164,727 - COMMUNITY CAPITAL PROJECTS (libraries, arenas, etc)	To be discussed at Tri-council meeting
\$219,636 – CO-ORDINATION INCENTIVE FUNDING jointly planned and jointly funded by more than one municipality	To be discussed at Tri-council meeting
\$147,654 - CONDITIONAL OPERATIONAL FUNDING - land use planning projects, projects to plan and deliver services jointly, for projects to have one administrative team provide services to two or more municipalities	Inter-municipal Development Plan with the Town of High Level;     To be discussed at Tri-council meeting

## COSTS / SOURCE OF FUNDING:

2007 MSI funds

### RECOMMENDED ACTION:

For discu	ussion		
Author:	- SW	Review Date:	CAO



# MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:

**Regular Council Meeting** 

**Meeting Date:** 

May 23, 2007

Presented By:

William Kostiw, Chief Administrative Officer

Title:

**Town of High Level Brochure** 

### **BACKGROUND / PROPOSAL:**

The High Level & District Chamber of Commerce is developing a brochure for the Town of High Level (similar to the one attached). Included in this brochure will be a map of the Town.

#### **OPTIONS & BENEFITS:**

The Chamber will include our business name and contact information in their brochure which will link to our office location on the Town map.

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

\$132.50

### **RECOMMENDED ACTION:**

That Mackenzie County participate in the Town of High Level brochure at a cost of \$132.50.

Author:	C. Gabriel	Review Date:	May 17, 2007	CAO	

### PUT US ON THE MAP

ORDERED BY	
Company:	
Authorized by:	
Address:	Telephone:
PAYMENT	
Option Selected: ☐ Cheque Payable to ☐ Credit Card ☐ Visa ☐ Invoice Requested (Mail to:	Option 1 Option 2 The High Level & District Chamber of Commerce MasterCard
Option 1 - \$132.50 (\$125.00 + 5	· · · · · · · · · · · · · · · · · · ·
	tact Information Should Space Allow
Contact Information: (If Different I	
Phone: Fax	<b>:</b>
0.4:2 610(.00 (6100.00 )	#C 00 C C T N
Option 2 - \$106.00 (\$100.00 + \$	56.00 G.S.1.)
Include Just the Business Name:	



Thank you!
The High Level & District Chamber of Commerce
10803 – 96 Street,
High Level, Alberta TOH 1Z0
Telephone: (780) # 926 – 2470

Nestled in the mixed boreal Forest of the northwest corner of the province, High Level, Alberta may appear to be a little off the 'beaten path'.

# THE TOWN OF THE THE TOWN OF T

Don't be fooled by our location on the map at longitude 117 degrees W and latitude 58 degrees N. Bustling with construction and one of the highest growth rates in the province, High Level offers abundant opportunity for business, industry, investment, employment and quality of family life. With a population of 4,199 (2004 census) and a service area population of over 22,000 the Town of High Level is **Open for Business**.

Photo courtesy of Anna Butler

Fact Sheet

## Welcome to High Level gateway to the south

Message from the Mayor

It is indeed a privilege for me to live in, and be working for, the most vibrant community in Canada. High Level is a young community, which has already seen a multitude of accomplishments, celebrating its fortieth anniversary in 2005.

High Level is the regional centre of Alberta's last major economic frontier, the North. In only a few decades the community has grown from 12<sup>th</sup> largest to the 3<sup>rd</sup> largest community in the Peace Country.

High Level is often compared to Grande Prairie as it was in the 1960's. Only a shortage of housing and skilled labour curtails our inevitable growth to a city.

Our economy is well diversified and the future is bright. Our property tax rate is below the Alberta average, as is the differential between the residential and commercial tax rates.

We welcome you to come and visit us, whether for pleasure, as an investor, or for employment. There are jobs for the whole family in High Level. We challenge you to find a friendlier community!



Mayor Michael T. Mihaly 780-926-2009 mtmihaly@telusplanet.net

### MIGH LEVEL STATISTICS HIGH LEVEL STATISTICS RIGH LEVEL STATISTIC

### General Land Area ...... 21.37m² Population 2004 census .......4199 Average Household Income .....\$53,374 Construction Value 2004 ...... \$16,685,300 Housing Starts (single family) ......92 Resources Area Natural Resources / Natural Gas / Oil / Timber Livestock / Grains / Water Electricity ...... ATCO Electric Natural gas ...... Alta Gas Medical Centres ...... 1 Chiropractic Clinic ...... 1 Hospitals ......1 Transportation Highways ...... #58, 35 Rail Service ...... Rail Link High Level Regional Airport Scheduled Air Service ......... Peace Air, Central Mountain Air Bus Service ...... Greyhound

Communications
News Paper Echo
Local radio stations CKYL FM Radio / KIX-106-FM
Education
Post Secondary Schools 1
Elementary Schools
High Schools1
Job Skills TrainingYes
Local Business Assistance ProgramsYes
Lifestyle
Recreational Parks4
Golf Courses (9 hole par 36. 18 hole in 2007) 1
Skate Board Park1
Grocery stores2
Gas Stations6
Churches 8
Apartment Buildings 6
Motel/Hotel

# Business Directory



### services

The Alberta Transportation sign on the highway says "HIGH LEVEL ALL SERVICES". To us, this means Hospital, Fire Department, 911 emergency response, Ambulance, Dental Clinic, Chiropractic Clinic, Airport, Schools, Library, Churches, Hotel/Motels, Grocery stores, Gas Stations, Retail Businesses, Fast Food outlets and more.

### High Level offers abundant opportunity for business, industry, investment, employment and quality of family life

Northern Lights Health Region boasts a \$36,000,000.00 hospital in High Level; Northwest Health Centre will be the birthplace of close to 400



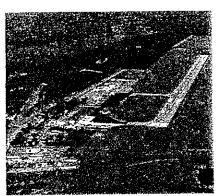
babies per year if the trend of recent years continues.

Thirty-five (35) volunteers serve the High Level Fire Department, responding to an average of 160 calls per year. A 15 member R.C.M.P detachment provides policing services to the community and surrounding areas. A local Ambulance contractor, based in High Level, Aeromedical Emergency Services, has a fleet of 5 ambulances, providing air, ground and industrial ambulance service.

Three Fort Vermillion School

Division #52 schools (High Level Public High School, Florence MacDougall Elementary, Spirit of the North Elementary) and High Level Christian Academy educate over 1,200 students.

The High Level Airport, 12 kilometers north of town, is a modern facility that handles regional traffic and passengers with two scheduled airlines operating 6 days a week. The Airport is also home to one of the larger Air Tanker bases operated by Alberta Sustainable Resources Development



and several charter helicopter companies.

Our \$10,000,000.00 state-of-the art Water Treatment Plant opened in 2004 to treat 6,000 m3 (cubic metres) of water per day, servicing over 2400 homes and businesses through 34km of water and sewer lines.

The Town of High Level Public Works department is responsible for the maintenance and repair of 34km of paved roads, as well as the water and sewer systems.

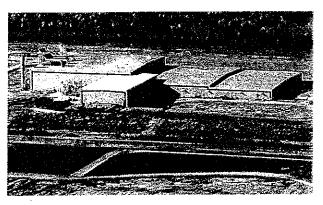




## forestry/agriculture oil & gas

DIVERSITY is the name of the game in northern Alberta.

Forestry employs 700 people year-round in the region, 1,200 during the logging season. High Level is home to the largest dimensional lumber mill in Alberta (Tolko Industries). The largest OSB (oriented strand board) plant in the world (Footner Forest Products) is situated outside the town limits within the Municiple District of Mackenzie #23. Numerous small operations and family owned businesses also thrive in this vital industry. The scope of Agriculture



in the surrounding area may surprise you, no polar bears, but over 500,000 acres of farmland soak up over 2,000 hours of sunshine every year. The growing season may be shortened but the daylight hours are intense, and over 800 farm operators take advantage of the bounty. Canada's most northerly grain elevator is located in High Level, and one of the most

northerly agricultural research stations in the world is in nearby Fort Vermillion. The spin-off and service industries generated by the Oil & Gas industry combine to be one of the major employers in High Level. Oilfields were discovered in the area in the 1960's, and activity in the nearby Rainbow Lake & Zama brings considerable economic



High Level is home to the largest dimensional lumber mill in Alberta (Tolko Industries).

activity. Overall, it is the number one industry in the district. Several major oil and gas companies are at work in the area, drilling, exploring or consolidating their operations. This has prompted several companies to relocate to High Level.



### lifestyle & recreation



Several thousand visitors make the trip to High Level every year, either to enjoy the tourism opportunities or as a stopping place on a trek further north. Wilderness experiences of all kinds include hiking, fishing, hunting, ATV's, cross-country skiing and snowmobiling. Motels, motor inns, campgrounds and RV sites provide

Recreation facilities in High Level offer something for just about everyone

lodging for up to 1,000 visitors.

Well-developed hiking trails take you through the scenic areas around Hutch and Footner Lakes.

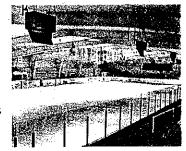
Birdwatchers may spot one of over 150 species that breed in the area, and camping is considered a year-round activity. Just north of town is the Fox Haven Golf & Country Club,



with a nine-hole par 36 course with a current expansion of an additional nine holes. Visit the Mackenzie Crossroads Museum & Visitors Centre, open year-round. This unique log building was designed to accommodate a regional human history museum, visitor information,

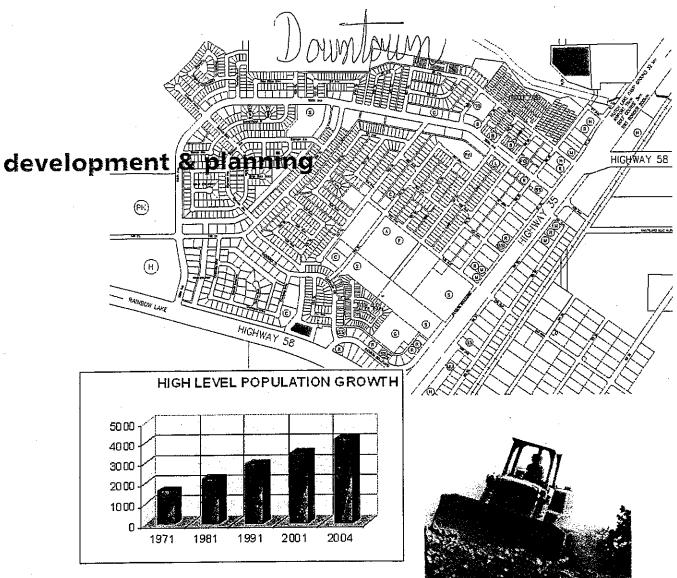
exhibit gallery, souvenir and gift shop, and an adjacent outdoor picnic area.

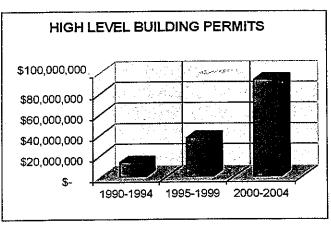
Recreation facilities in High Level offer something for just about everyone. In addition to the glorious wilderness surrounding them, the people of High Level can enjoy sports using the recreation complex's three-sheet indoor curling rink, indoor swimming pool, indoor ice rink, playground, parks, ball

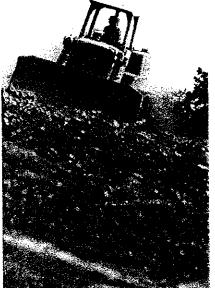




diamonds, tennis, and basketball courts. Outstanding annual events include the Spring Fling a fundraising dinner and dance with entertainment; the local summer rodeo presented by the High Level and District Agricultural Society; Canada Day celebrations; Heritage day (August) and Christmas Open House (December) at the Museum. The High Level Municipal Library is a member of the Peace Library System and TAL (The Alberta Library) providing services to 30,000 patrons a year. Reference, internet, wireless, interlibrary loans and books (audio and Print) are available.







Commercial and industrial development has grown with the residential sector with land currently being developed by the

### For the past three years the Town of High Level has maintained a consistant tax rate

private sector. While much of this growth is for service providers to industry in the area, new industries are being established creating a solid economic base.



don'to the Future

### development & planning

High Level has seen strong and continued growth both in population and development throughout its history. On average, the past decade has seen a minimum of fifty new residential lots created per year along with several commercial and industrial lots. Residential construction continues to be strong with West Area Structure Plan of 355 residential lots almost complete. A new area structure plan containing over 250 lots is being drafted ready for development in 2006. In addition to these plans, the Town's Municipal Development Plan identifies an additional 80 acres in the northwest sector for residential.

Commercial and industrial developments have grown with the residential sector and over seventy acres of industrial and commercial land is currently being developed by the private sector. An additional 80 acres have been identified in the Municipal Development Plan for future industrial. While much of the industrial and commercial growth is for service providers to the major industries in the area, new industries are being established creating a solid economic base.

This economic base is shown by the number of businesses operating within the Town. In 2005, the Town issued more than 360 business licenses for companies within the community. This figure has continually grown in the past decade and the residents of the Town and area are benefiting from the ever-increasing services provided locally.

With the above growth; the Town is also planning to ensure High Level is a desirable place to live with recreational and social opportunities. The Town currently has several facilities for recreation including an indoor pool, arena, curling rink, parks and sports fields. To ensure these opportunities grow with the community, the Town has started development on a 32-acre community park, a pedestrian plan for sidewalks and trails and smaller parks nestled within the residential areas. An overall recreational plan is being drafted in 2005 to ensure the existing facilities are enhanced and planned recreational areas are developed. After being a Town for only forty years, High Level is becoming the desirable place to live in northern Alberta.

### tax base:

The 2004 Municipal Census recorded a population of 4,199 for the Town of High Level. This represents a growth of 44% over the past ten years with 41% of the population under 24 years old, and 65% under 35 years old.

For the past 3 years the Town of High Level has maintained a consistent tax rate; the nonresidential tax rate is 1.25 times the residential tax rate. For the 2005 tax year the Town has a taxable assessment value of \$291,069,580, which is expected to grow with over \$10 million of new development occurring within the town.

In 2005 a total of 360 businesses were established in High Level, providing a wide array of supplies and services to residents and the surrounding area population of close to 22,000 as well as a large number of NWT residents.

Alberta Transportation estimates that an average of 3,600 vehicles per day travel through the intersection of Highways 35 and 58 otherwise known as the Town of High Level. A majority of these vehicles may be on their way either north, as far as Yellowknife NWT (800km), or south to Edmonton AB (800km) and beyond. Goods being transported from or through Alberta to the NWT or by road or rail also pass through High Level on a daily basis.

For passenger travel, High Level is either the last full service community on your trip to the NWT or the first full service stop as you enter the province; we are the Gateway to the South.



www.highlevel.ca

Town Office: phone: 780-926-2201 / fax: 780-926-2899
Dianne Hunter, CAO Michael T. Mihaly, Mayor
Development Office: phone: 780-926-8825 / fax: 780-926-8847

www.albertafirst.com/profiles

Govt. of Alberta community profile for High Level

www.highlevelchamber.com High Level & District Chamber of Commerce phone: 780-926-2470 / fax: 780-926-4017

www.rediregion.ca

Regional Economic Development Initiative phone: 780-926-4233 / fax: 780-926-2162

THE ECHO newspaper phone: 780-926-2001 / fax: 780-926-2001





# ROADKING Travel Centre





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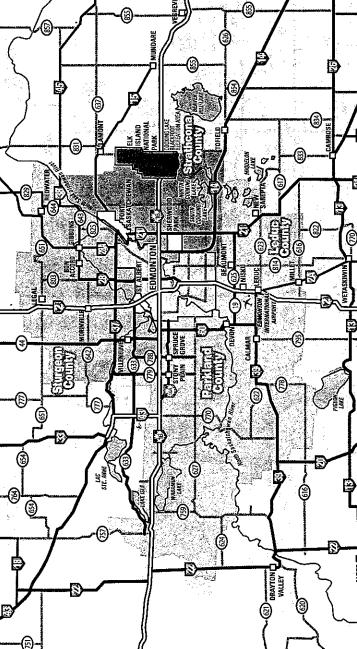
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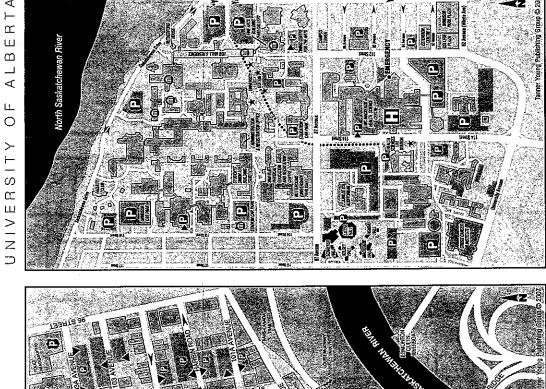
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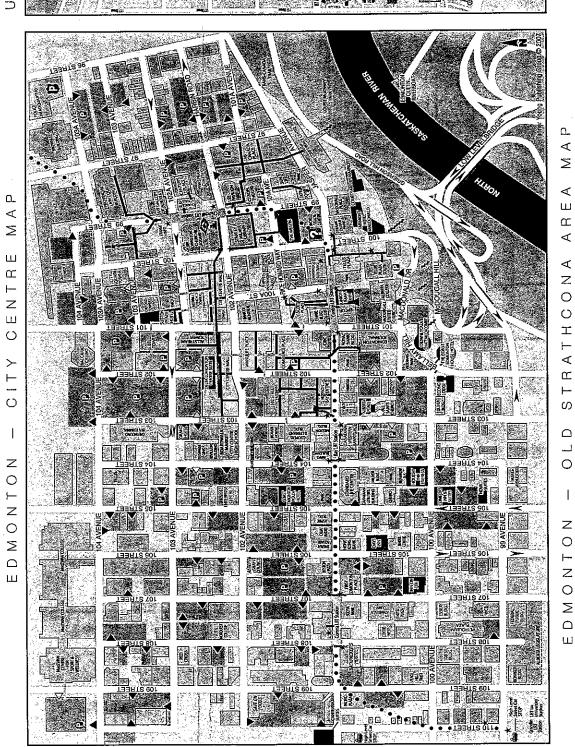
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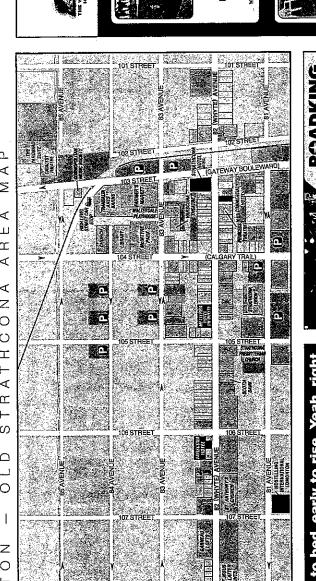
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ENJOY THE WORLD'S
--- LARGEST HOTEL
CHAIN ONE AT A TIME





TANNER YOUNG

early to rise. Yeah, right. with breakfast at McDonald's".





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# ROADKING Travel Centre







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For more information contact: Edmonton Tourism, World Trade Centre Edmonton 9990 Jasper Avenue — Suite 500, Edmonton, AB, Canada T5J 1P7 Visitor Information: (780) 496-8400 or 1-800-463-4667 (Canada/USA) www.edmonton.com



# MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:

**Regular Council Meeting** 

**Meeting Date:** 

May 23, 2007

Presented By:

William Kostiw, Chief Administrative Officer

Title:

Information/Correspondence

### BACKGROUND / PROPOSAL:

The following items are attached for information purposes:

	· · · · · · · · · · · · · · · · · · ·		
Council Calendar (May	– August 2007)		Page
<ul> <li>Mackenzie Housing Ma</li> </ul>	nagement Board Meeting Min		ÀYI :
2007	Min	utes – March 26,	A STATE OF THE PARTY OF THE PAR
<ul> <li>Rural Transportation Gr.</li> </ul>	ant		245
	IF NIOPOHO BALL.		251
INAUU Annual Report fo	range anno		253
2007 Intrastructure & Tra	anenodation O		257
	mminition Cross D		259
<ul> <li>2007/08 Unconditional M</li> </ul>	lunicinal Grants		261
	Similar Oranis	West with the first of the second	263

### **OPTIONS & BENEFITS:**

For information.

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

N/A

### RECOMMENDED ACTION:

That the information/correspondence items be accepted for information purposes.

Author:	W. Kostiw	Review Date:	May 16, 2007	CAO	
1.4.1	4		· ·		

### May 2007

### Mackenzie County

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		I	2 EXH Engineering	3 Zama Rec Board	4 FYSD Long	5
			9 am (FV) Managers Meeting 1:00 pm (FV)	Wardley	Service & Retirement Awards 6 pm (FV) D. Reeve	
		Disas	ster Forum (Banff) - Pa	PC Annua	al General Meeting (	Edmonton)
6	ISL Engineering 11:30 am (FV)	Council Meeting 10 am (FV)  Fort Vermilion Recreation Board 7:30 pm Thompson	9 Managers Meeting 10 am (FV) MPC Meeting 1 pm (LC) Braun, Froese, Paul REDI 5 pm (HL) Sarapuk, Braun Bldg Committee 7:30 pm (FV)	Focus Engineering 9 am (FV)  La Crete Rec. Board 6 pm—Braun	Union Negotiations 10 am (HL) Wardley, Driedger CAO	12
<b>3</b>	DCL Siemens Engineering 5:30 pm (HL)	DCL Siemens Engineering Wardley, CAO, John	Managers Meeting 10 am (FV) CAO & Directors CAANA AGM (Edmonton) Watson	Ascension  HPRC 7 pm Driedger, Watson	18	19
20	21 Victoria Day	REDI 12 pm (HL) Sarapuk, Braun	AB Infrastructure & Transportation 9 am (LC)  Council Meeting 1 pm (FV)	MPC Meeting 6 pm (FV) Braun, Froese, Paul	Finance Committee 9 am (FV) Reeve, Sarapuk, Braun, Watson, CAO, Joulia	26  Mighty Peace Tourism AGM 12 pm (Dunvegan) Braun
27	28	29	30 Ag. Service Board 9 am (FV) D. Reeve, Newman CAO Assessment Review Board Training 9 am (High Prairie) Braun	31		
	Pentecost		Braun			

### June 2007

### Mackenzie County

Sun	Mon	Tue	Wed	Thu	Fri	Sat
M-917-10					1	2
						nference—Calgary raun, CAO
	4  Ital Conference—Calgary eve, Braun, CAO	Ag Land Task Force 10 am (HL) Reeve, Sarapuk, Neudorf, Froese, Paul	Managers Meeting 10:00 am (FV) CAO & Directors  MPC Meeting I pm (LC) Braun, Froese, Paul	Open House/ Ratepayers Meeting 4:30 pm (FV)	Mackenzie Regional Governance Forum 10 am (FV) Open House/ Ratepayers Meeting 4:30 pm (LC)	Mackenzie Waste Management Meeting 8:30 am (HL) Braun, Watson John
10	Open House/ Ratepayers Meeting 4:30 pm (Zama)	Council Meeting 10 am (Zama)	REDI Meeting 5 pm (HL) Sarapuk, Braun	Open House/ Ratepayers Meeting 4:30 pm (HL)  La Crete Rec. Board 6 pm—Braun  Volunteer Appreciation Supper (La Crete)	Northwest Mayors & Reeves (High Prairie)	Farmer's Day (La Crete)
17	18	9 EXH 2pm (PV) Managers Meeting 10 am (FV) CAO & Directors  CAMRIF Open House 7 pm (LC)	MPC Meeting 6 pm (FV) Braun, Froese, Paul	21	22	23
24	Council Meeting 10 am (FV)	REDI Annual General Meeting 7:30 pm (HL) Sarapuk, Braun	27		29 shop (Edmonton) O, Directors	30

### **July 2007**

Mackenzie County

Sun	Mon	Tue	Wed	Thu	Fri	Sat
   Canada Day	2 County Offic Closed	3 .es	Managers Meeting 10:00 am (FV) CAO & Directors	5	6	7
8	9	Council Meeting	REOT MEMIN	12	13	14
15	16	17	7:50 (H)  18  Managers Meeting 10 am (FV)	LC for goard	20	21
22	23	24	CAO & Directors  25  Council Meeting	26	27	28
29	30	31	6 pm (FV)			

### August 2007



Council Calendar

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				2	3	4
5	Civic Holiday County Offices Closed	7	Managers Meeting 10 am (FV) CAO, Directors	9	10	
12	13	Council Meeting 10 am (FV)	15	16	17	18
19	20	21	Managers Meeting 10 am (FV) CAO, Directors	23	24	25
26	27	28	Council Meeting 6 pm (FV)	30	31	

### Mackenzie Housing Management Board Board Meeting Minutes March 26, 2007 Heimstaed Lodge

Present:

Wally Schroeder

George Friesen John W. Driedger Ray Toews

Daryl Zielsdorf Abe Peters Brenda Chorney Mike Mihaly

Guests:

Bill Kostiw Bill Neufeld Peter Braun

Staff:

Helen Braun

Dorothy Klassen

- 1. Called to order at 10:02am
- 2. Agenda

Motion to adopt agenda with recommendations

Moved by John W. Driedger Recommendations being:

Carried

Move 6.5 & 6.6 to 6.11 & 6.12

- 3. Minutes
- 3.1 Motion to approve the February 28, 2007 Board meeting minutes as presented with one correction

Moved by Mike Mihaly

Carried

Correction: Wally Schroeder's name was missed in 6.2

4. CAO Report

### Motion to approve the CAO Report as presented

Moved by Ray Toews

Carried

Discussion to plan an evacuation for Pioneer Homes

Question as to who does the audit, it is done by Meyers Norris & Penny

Abe Peters joined the meeting @ 10:14

- 5. Financial Reports
- 5.1 Motion to approve February 28, 2007 Housing Budget Report

Moved Daryl Zielsdorf

Carried

5.2 Motion to approve February 28, 2007 Lodge Budget Report as Presented Moved by Ray Toews Carried

Suggestions by some of the Board Members to have an energy audit done, to average the heating costs over a 12 moth period

Board took a break @ 10:55am. Back to order @ 11:05pm.

- 6. New Business
- 6.1 2006Audit

Will review when Henry gets in

6.2Lodge Budget Reserve

Motion to set reserve aside in the budget as a seperate line

Moved by Mike Mihaley

Carried

6.3 Sustainable Remote housing Initiative, schedule of final capital costs

Motion to approve expenditures Sustainable Remote Housing Initiative Moved by John W. Driedger Carried

Henry in @ 11:20 to discuss 6.1 2006Audit **Motion to approve 2006 Audit Statements** Moved by Ray Toews

Carried

6.4 2007 Lodge Budget

Discussion regarding Lodge requisition process, guests from Mackenzie County gave input as to possible process.

Madge Applin in by tele conference @ 12.00pm. Spoke towards Contract will e-mail the contact as soon as she is done with this tele conference.

- 6.5 Operational Review with Barb Monita moved to 6.11
- 6.6 Housing Trust Account moved to 6.12
- 6.7 Draft Policy Manual

Information was handed to the Board Members

6.8 Letter from of High Level

Mike stated that the Town of High Level is asking Mackenzie Housing Management undergo a forensic audit

Motion that the discussion regarding Town of High Level's request for the audit be tabled until next meeting.

Moved by John W. Driedger

Carried

Recorded vote:

In favor: Wally Schroeder, George Friesen, John W. Driedger, Ray Toews,

Daryl Zielsdorf, Abe Peters

Opposed: Mike Mihaly, Brenda Chorney

Motion to go in camera @ 1:29pm

Moved by Ray Toews

Carried

Motion to come out of camera @ 1:45pm

Moved by John W. Driedger

Carried

Board directed Administration that communication with the contributing Municipalities be in writing.

Mike Mihaly and Brenda Chorney left the meeting @ 1:50pm

Barb Monita joined the Board meeting @ 1:50pm

6.11 Operational Review

Discussion regarding the Operational review results

6.12 Housing Trust Account

Motion that a trust account be set up for the Housing deposits

Moved by John W. Driedger

Carried

Motion to go in camera @ 2:15pm

Moved by John W. Driedger

Carried

Motion to come out of camera @ 2:19pm

Moved by John W. Driedger

Carried

Client issues were discussed John left the meeting @ 2:20pm

Motion to go in camera @ 3:30pm

Moved by Daryl Zielsdorf

Carried

Motion to come out of camera @ 3:50

Moved by Ray Toews

Carried

Continuing Care Service Expectation And Funding Agreement
Board had a preliminary look at the contract, Helen will do final review and contact
Board members before signing

- 6.9 Lodge Family resident meeting, report from attending Board Members
- 6.10Accommodation Standards and Lodge reviews Handed out to the Board Members for review

7. Information Items  Motion to approve 7.1 as information item  Moved by Ray Toews		Carried
Next meeting to approve the requisition set for April Next meeting date set for April 30, 07 @ 10:00am	11,07	
Motion to adjourn at 4:15 Moved by Daryl Zielsdorf  The March 26, 2007 Minutes were adopted this	day of	Carried _2007.
Chairman of the Board	CAO	
Wally Schroeder	Helen Braun	

# Special Board meeting minutes April 23, 2007 Heimstaed Lodge

Present:	Wally Schroeder Brenda Chorney					
Staff:	Helen Braun					
Guest:	Bill Neufeld Pe	ter Braun				
Agenda 2007 Lo	Item: odge Requisition					
Call to o	order @ 3:33pm					
\$602,00 Moved Recorded In favor	0.00, this is based by Mike Mihaly ed vote ; Mike Mihaly, Da d; George Friesen,	l on the 2006 y aryl Zielsdorf	ear deficit a John W. Dr	s per the H	da Chorney, Abe Peters	
\$744,20 Moved I Recorde In favor Schroed	<b>0.00.</b> by Dave Neufeld ed vote ; George Friesen, l	Dave Neufeld, .			requisition be for the	
	to adjourn at 4:0 by George Friesen					
Chairma	an		<u> </u>	CAO	, , , , , , , , , , , , , , , , , , ,	-

Helen Braun

Wally Schroeder



Biels Leport into

Room 301, Provincial Building Bag 900-29, 9621-96 Avenue Peace River, Alberta, Canada T85 1T4 Telephone (780) 624 6280 Fax (780) 624 2440

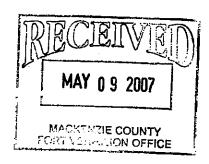
April 27, 2007

Our File: 1560-RTG-MACK

### COPY

Mr. Bill Neufeld, Reeve Mackenzie County Box 640 Fort Vermilion, Alberta T0H 1N0

Dear Reeve Neufeld:



ammilitario del MASSICTO III -

### Re: Rural Transportation Grant

I wish to advise on behalf of the Government of Alberta that a grant amount of \$423,714 is currently being processed for Mackenzie County. This amount represents the total grant payment for the 2007 Rural Transportation Grant.

We look forward to working with the municipality in continuing to meet your transportation needs.

Yours truly,

John Engleder, P.Eng. Regional Director

GG:mlb

cc: Mr. Frank Oberle, MLA, Peace River

Ms. Pearl Calahasen, MLA, Lesser Slave Lake

Mr. Wayne Franklin, Infrastructure Manager, Alberta Infrastructure and Transportation

Mr. Barry Pape, Rural Transportation Engineer, Alberta Infrastructure and Transportation





Room 301, Provincial Building Bag 900-29, 9621-96 Avenue Peace River, Alberta, Canada T8S 1T4 Telephone (780) 624 6280 Fax (780) 624 2440

May 10, 2007

Our File: 2512 (6-09-109-35 SW)

Mr. Barry Tomalty Noralta Motor Inn Inc. Box 5 Zama, Alberta T0H 4E0

Dear Mr. Tomalty,

Re:

Amendment to Permit For Noralta Motor Inn TO Include Dining Facilities;

North of Highway 58; SW 35-109-09-W6M;

Mackenzie County

Thank you for your May 8, 2007 facsimile which requests that the department include authorization for dining facilities in permit No. 2007-14-053.

This letter amends permit No. 2007-14-053, to include authorization for dining facilities.

All other conditions of the permit remain unchanged.

Yours truly,

Brian Hensman

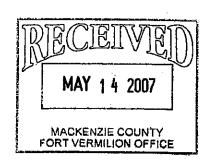
Assistant Development & Planning Technologist

BH/sc

Attachments

cc: Bill Kostiw, CAO, Mackenzie County, Fort Vermilion

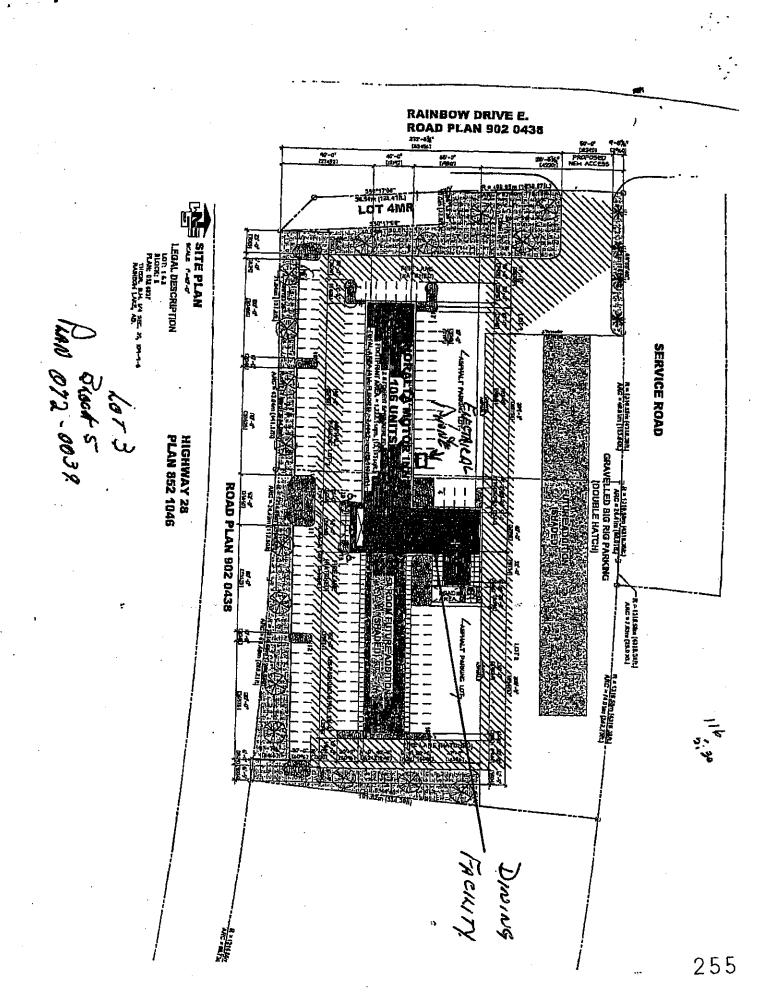
Rommel Directo, Alberta Infrastructure and Transportation, High Level Glen Tjostheim, Alberta Infrastructure and Transportation, Edmonton



S-PURLICOOperation USERN/Robert/2007/Development/2512, per/Hwy 58°60910935SW Amended letter Noralta Motor INN. doc



FAX	
To: Now Lines of From: Es Brown	_
Company:	_
Date: MAY 08/07	
Fax: 780-624-2440	
Pages: (including cover sheet)	٠
Re: PAROSED NORALTA MOTOR INN - PAINTOW LAND PERMIT No. 2007-14-053	<u>E</u>
Remarks:UrgentFor Your ReviewReply ASAPPlease	
Comments THE DINING FACILITY DID NOT SHOW 4  ON FAXED CORY.	iD
COULD THE EXISTING PERMIT BE AMENDED TO INCLUDE A DINING FACILITY.	
TIE DINING FACILITY IS MAINLY FOR GU	ests
FORWARDING PLAN IN MAIL.	
THANKS POR	
PHONE 780-683-2500 FAX 780-683-2501 BOX 5, ZAMA CITY, AB., T0H 4E0	





2005-2006 Annual Report

Northern Development Branch 206, Provincial Building 9621 - 96 Avenue Postal Bag 900-14 Peace River, Alberta Canada T8S 1T4

Telephone 780/624-6274 Fax 780/624-6184 Lac La Biche Office PO Box 1650 Lac La Biche, Alberta Canada T0A 2C0

Telephone 780/623-6982 Fax 780/623-6984 nadc.council@gov.ab.ca www3.gov.ab.ca/nadc/

Message from the Chair

On behalf of the Northern Alberta Development Council (NADC), I am very pleased to present our Annual Report for 2005-2006 highlighting Council's achievements that contribute to the development of the North.

Over the past year, communication with Northern Albertans remained a priority for the Council. In addition to key stakeholder meetings, leaders' roundtables, and seminars, at the Premier's request the NADC undertook a comprehensive survey of local and northern priorities. The NADC Communiqué was introduced to share key discussions, directions and events following Council meetings. Northern stakeholders will also have the opportunity to provide input on strategic directions to advance development in the North at the triennial Challenge North conference scheduled for April 5-7, 2006.

The NADC discussed northern opportunities and addressed common challenges through partnerships with northern jurisdictions, communities, business and industry, such as the Northern Development Ministers' Forum and as secretariat for the Alberta-Northwest Territories Memorandum of Understanding for Cooperation and Development.

The Northwest Corridor, northern highways, and containerization were identified as northern transportation infrastructure priorities and received significant attention from Council. Progress was made on other transportation initiatives including the retention of air services at the Edmonton City Centre Airport with the continuation of connections for northern airlines.

Increasing northern skill levels remained an NADC priority with another successful year for the NADC Bursary Programs and Northern *LINKS*, a program to encourage students to complete high school and pursue post-secondary education.

The Northern Alberta Development Council remains firmly committed to advancing northern development. Together, with our partners, we will continue to work toward a strong, progressive and prosperous North.

Ray Danyluk, Chair

MLA Lac La Biche-St. Paul

Room 301, Provincial Building Bag 900-29, 9621-96 Avenue Peace River, Alberta, Canada T85 1T4 Telephone (780) 624 6280 Fax (780) 624 2440

May 8, 2007

Mr. Bill Kostiw, Chief Administrative Officer Mackenzie County PO Box 640 Fort Vermilion, AB T0H 1N0

Dear Mr. Kostiw:

As follow-up to Honourable Luke Ouellette's letter of April 19, 2007 to Reeve Bill Neufeld, I am pleased to advise that the following 2007 Infrastructure and Transportation grant programs allocations have been approved for funding:

- The Alberta Municipal Infrastructure Program grant in the amount of \$1,857,336.
- The New Deal for Cities and Communities grant in the amount of \$236,193.
- The Streets Improvement Program grant in the amount of \$184,980 based on the current population of 3,083 in the eligible hamlets in the county.
- The Rural Transportation Grant in the amount of \$423,714.

The grant allocation for each of the above noted programs will be transferred electronically to Mackenzie County following receipt and acceptance by the department of your accounting for last year's grant allocations and your project proposals for the current year.

Complete administrative procedures and guidelines for each program as well as program application and reporting templates can be found at the following internet address:

http://www.infratrans.gov.ab.ca/Capital Plan %26 Grants/Municipal Grants/index.htm

Should you require any clarification or assistance regarding the grant application and reporting process, or specific project eligibility under one or more of the programs, please feel free to contact Gerard Gravel at (780) 624-6280 or by e-mail at gerard.gravel@gov.ab.ca.

We look forward to continuing to work with your municipality in the development of safe, efficient, and sustainable capital municipal infrastructure.

Yours truly,

cc:

Wayne/Franklin, P.Eng. Infrastructure Manager

Gerard Gravel, Infrastructure Grants Technologist, Alberta Infrastructure and Transportation

HORT VERMILION OFFICE MACKENZIE COUNTY



AR31490

May 9, 2007

Mr. Bill Neufeld Reeve Mackenzie County PO Box 640 Fort Vermillion, AB T0H 1N0

Dear Reeve Neufeld:

On behalf of the Governments of Canada and Alberta, I appreciate receiving your municipality's March 29, 2007 submission of the 2007 Application for Program Acceptance (APA) under the New Deal for Cities and Communities program (NDCC). The information provided has been reviewed and I am pleased to advise that the projects listed on the attached summary list are accepted under the terms of the NDCC.

A grant payment in the amount of \$236,193 is being electronically transferred to Mackenzie County. This amount represents the full amount of the 2007 installment payment under this program.

This program funding assists Alberta municipalities in addressing their infrastructure needs, and lays the foundation for future environmentally sustainable economic growth across the province.

In the event that any further new projects are proposed for funding under the NDCC, please ensure that a supplementary APA is submitted to the department's regional office.

Government is pleased to partner with you as we work together to address your capital infrastructure needs. Best wishes for success with your projects.

Sincerely.

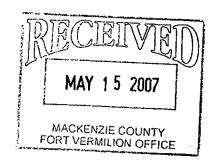
Luke Ouellette

Minister of Infrastructure and Transportation

M.L.A., Innisfail-Sylvan Lake

Attachment

cc: Mr. Frank Oberle, M.L.A., Peace River



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# New Deal for Cities and Communities

AR 31490 Date: 5/1/07

9	الم	la.	
Total	\$585,999	\$585,999	ct Costs
2009 2009 2006 2006 2006 2009 2009 2009	\$195,333	\$195,333	ctual Proje
2008 (Fig. 197) \$195,333	\$195,333	\$195,333	l to Reflect A
\$195,333	\$195,333	\$195,333	nd Reporting
Phase Name or Limits Details and Comments 2006  Repair Hydrant and To replace 16 valves and 14 hydrant valves in the first year of the program. This is a three year program.	Total Accepted For Cost-Sharing	Total This Application	Preliminary Estimated Project Cost by Year - Subject to Year-End Reporting to Reflect Actual Project Costs
Project Location Projec		ИĖ	<b>a</b>



# ALBERTA MINISTER OF MUNICIPAL AFFAIRS AND HOUSING

Office of the Minister MLA, Lac La Biche - St. Paul

May 11, 2007

Reeve Bill Neufeld Mackenzie County PO Box 640 Fort Vermilion, Alberta TOH 1N0

Dear Reeve Neufeld:

I am pleased to advise that I have recently approved Ministerial Orders No. L:016/07 and No. L:017/07 authorizing the payment of 2007/2008 unconditional municipal grants to municipalities and Métis settlements.

My Ministry is now processing an unconditional municipal grant in the amount of \$23,178 for Mackenzie County. The funds will be sent to your municipality within the next two weeks.

I would like to extend to you and your municipality my best wishes for the rest of the year.

Sincerely,

Ray Danyluk Minister

cc: Pearl Calahasen, MLA, Lesser Slave Lake

Frank Oberle, MLA, Peace River

William (Bill) Kostiw, Chief Administrative Officer, Mackenzie County





# MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:

**Regular Council Meeting** 

**Meeting Date:** 

May 23, 2007

Presented By:

William Kostiw, Chief Administrative Officer

Title:

**ADDITION** 

**Mackenzie Library Board Appointment** 

# **BACKGROUND / PROPOSAL:**

There has been an opening on the Mackenzie Library Board since February 2007. This position was advertised in the March/April 2007 edition of the County Image.

One application has been received to date. See attached application letter from David C. Peters.

# **OPTIONS & BENEFITS:**

# **COSTS & SOURCE OF FUNDING:**

# **RECOMMENDED ACTION:**

That David C. Peters be appointed to the Mackenzie Library Board for the period of May 23 to October 2007.

Author:	C. Gabriel	Review Date:	May 22, 2007	CAO	

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P. O. Box 126 La Crete, AB T0H 2H0

May 16, 2007

Carol Gabriel, Executive Assistant Mackenzie County P. O. Box 640 Fort Vermilion, AB. T0H 1N0

Dear Ms. Gabriel

I would like to submit an application to the <u>Mackenzie County</u> for the vacant position in the Mackenzie County Library Board, as advertised in the <u>Image</u>.

My background is as follows: I am a retired school teacher, 64 years of age. I worked in the Fort Vermilion Sch. Div. For 31 years, and I retired in 1998. I have served as the treasurer for the Fort Vermilion Local Teachers Ass'n. for 16 years. I was the treasurer for the La Crete Bergthaler Mennonite Church for at least 12 years. I would be happy to help in that area with the library board as well.

Please call me at 928-2522 at any time for further information, or email teachdp@telus.net.

Sincerely, David C Petus

David C. Peters

MAY 2 2 2007

MACKENZIE COUNTY
FORT VERMILION OFFICE

			;

# **TELL 'YOUR' STORY CONTEST WINNERS**

The Mackenzie Library Board held a story contest on how a public library has impacted your life. Submissions were reviewed by the Library Board members and three winners were selected. Each winner received a \$100 gift certificate to Chapters. \*All stories have been printed exactly as written.

### Winner 1

The Best Library in La Crete By Nancy Peters grade 10

The La Crete Public Library is the largest library in La Crete, with the largest variety. It has the of community on mind, because of the selection of booka, magazines, tapes, movies and internet access. The good, friendly service, great hours and free entry, everyone always feels welcome there. Clean and organized, it gives off a quiet atmosphere, where you can spend an entire peaceful evening or afternoon.

I have a lot of memories from the La Crete Public Community Library. Before starting school the highlight of the week was every Thursday evening, when my mom would take me and my two brothers to sign out some things that that would hopefully last the week. Back then, my favorite part was looking at all the packages of books with matching tapes. I would sign out as many as would fit under my library number, usually Berestine Bears, Franklin and Cliffard. At home, we would put the tape into our tape player, and follow along with the book. I loved all the bright pictures and this allowed me to become familiar to reading words.

I signed these out until grade one came along. Now I was starting to read on my own, learning new words every day an ready to take my teachers challenge of signing out primary level books. My favorite was "The Wacky Penguin" which I even read out loud to my grade one class for show and tell. Even though I had my own schools library during my Sandhills and Ridgeview years, I still found more selection at La Crete Publics Library. In grade four I was finally allowed to have my own library number, instead of always putting it on my moms number. I still remember that day when I got that card from the librarian, which I always kept in my "big girl" purse, giving me a sense of pride. When I discovered their reserving policy, I was very excited, because when I started a series and a new book comes out I didn't have to constantly come back to check to see if it was in. The librarians would just call me and I was satisfied.

When I started grade 8. I was officially part of this school and library. Many things I had not known about this library become known to me at this time. I fell in love with Karen Kingsbury books, the 911 series and anything having to deal with teenage girls. The monthly draws were also exciting. I was always hoping to win one of the draws, but I guess I'll still have to keep trying and maybe one day I'll get it. Then I discovered the magazines, a girls dream. These were the same magazines that I used to buy for \$5.00 each in grocery stores. This has saved me tons of money already. Also I know have internet access at the library for after schools, because our computer at home

does not have internet. Through this, I am soon helping to cure a child from Lepracy, a terrible disease.

Therefore, this library is good for people of all ages. Class assignments are made easier by the encyclopedia access and non-fiction books. A cozy evening is made from the large selection of books, magazines and internet access. It's changed my life and the life of others, as it keeps improving. Finally, it's a place to think, relax and enjoy yourself.



# Mackenzie County Library Board

# ~Vacant Position~

Mackenzie County is seeking applications to fill a vacant position on the Mackenzie County Library Board effective immediately

The successful candidate must have some financial background and be prepared to fill the role of Treasurer. This position will expire in October 2007 as it is the remainder of a three year term. Appointments to the Board are made by the County Council.

The Board meets on a monthly basis and oversees the operation and funding requirements for all County libraries.

To apply, please submit a letter of application outlining relevant experience and background information to:

Carol Gabriel, Executive Assistant
Mackenzie County
Box 640, Fort Vermilion, Alberta, TOH IND
cgabriel@mackenziecounty.com

Applicants must be a taxpayer of the County and be at least 18 years of age.

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10511 - 103 Street High Level, Alberta T0H 1Z0 Tel (780) 926-2201 Cell (780) 926-0209 Fax (780) 926-2899 www.highlevel.ca

# OFFICE OF THE MAYOR

May 15, 2007

Reeve Bill Neufeld Mackenzie County P.O. Box 640 Fort Vermilion AB TOH 1N0 CONFIDENTIAL

Dear Reeve:

Re: Shared Service Negotiations

The Town of High Level has received your offer of May 9<sup>th</sup> in response to the Town's proposal of February 15<sup>th</sup>. In the opinion of the Town, the offer did not address the Town's proposal in its entirety such as the Inter-municipal Development Plan.

The Town desires to move these negotiations forward and to reach a framework for the actual agreements. As such, the Town has prepared a Memorandum of Understanding for the County's consideration and endorsement.

As the discussions have been going on since 2005 on these agreements, the Town believes that it is time to enter an agreement or move on. The Town is requesting that the attached Memorandum of Understanding be signed by June 8, 2007. If the Town does not receive the memorandum by this date, the Town will proceed with the elimination of providing services to the County effective July 1, 2007 as per the existing extension agreement.

Sincerely,

Mike Mihaly, Mayor

cc Honorable Ray Danyluk, Minister of Municipal Affairs and Housing Town of High Level Council

Encl. Memorandum of Understanding Service Sharing Proposal of February 15, 2007



THIS MEMORANDUM OF UNDERSTANDING made this day of \_\_\_\_ June, A.D. 2007.

BETWEEN:

## **MACKENZIE COUNTY**

in the Province of Alberta hereinafter referred to as the "County"

OF THE FIRST PART

-and-

### THE TOWN OF HIGH LEVEL

in the Province of Alberta hereinafter referred to as the "Town"

OF THE SECOND PART

WHEREAS the County and the Town agree that inter-municipal cooperation will benefit the citizens of both municipalities and the region as a whole; and

WHEREAS the County and the Town agree that shared services provide a viable and sustainable solution for service delivery; and

WHEREAS the County and the Town agree that a comprehensive Inter-municipal Development Plan will achieve orderly land use growth to the benefit of both municipalities; and

WHEREAS the County and the Town agree that a regional water system is desirable for the benefit of farmland, rural residents and rural industry; a when residents

**NOW THEREFORE** the County and the Town agree that they will endeavor to proceed on the following basis:

- 1. The County and the Town will enter into a revenue sharing agreement for the services provided by the Town to the County.
- 2. The Town agrees, as part of the revenue sharing agreement, to provide the following services or facilities to the County at the same level of service or costs it provides the services to High Level residents,:

.

- a) R.E. Walter Memorial Aquatic Centre;
- b) High Level Sports Complex;
- c) Skateboard Park;
- d) Ball Diamonds;
- e) FCSS program and services;
- f) Recreation programs and services;
- g) Museum;
- h) Cemetery; and
- i) Airport services.
- 3. The Town also agrees to provide fire and rescue services within a 40 kilometre radius of the Town as part of the revenue sharing agreement. The Town will be allowed to charge for any service rendered in the County based on an agreed upon fee schedule.
- 4. The County agrees that in exchange for the facilities and services being provided by the Town, the County will share a portion of the property tax revenue in the service area.
- The County agrees that the portion of property tax to be paid to the Town will be 35% of non-residential revenue in the current Economic Development Incentive Area (as shown in Appendix A) and 10% of any non-farm related residential revenue in the service area (as shown in Appendix B).
- 6. The County and the Town both acknowledge that the service sharing agreement benefits current citizens and future citizens. This requires a long-term Syr.//Oy. commitment in infrastructure and resources and in its nature is perpetual. As such, the agreement will not have a termination date but will contain negotiation, mediation and arbitration clauses to address future changes or disputes.
- 7. The County and the Town agree that a clear and concise Inter-municipal Development Plan benefits both municipalities by ensuring well planned areas for citizens, future economic growth, and the planning of services to be provided to the area. As such, the County and the Town agree to amend the Inter-municipal Development Plan to clearly identify future land uses and servicing needs.
- 8. The County and the Town also agree that the Inter-municipal Development Plan is a tool to ensure the economic viability of both municipalities and will be amended to contain non-competitive clauses to enable this.
- The County and the Town will enter into a regional water agreement to increase the service levels and enhance the rural residential, industrial and farm lands. The County and the Town agree that this will be done after the revision of the Intermunicipal Development Plan so that the agreement reflects the Plan and more accurate anticipated volumes.

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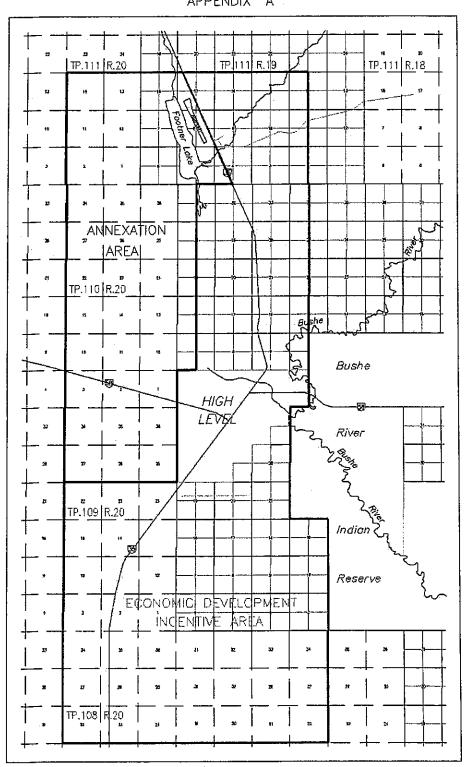
- 10. The County and the Town agree that the High Level Airport is a vital service for both municipalities and its viability and sustainability is crucial. To best achieve the Airport's viability, the County and Town agree that it would beneficial for the Airport to be within the corporate limits of High Level. As the Municipal Government Act requires all lands to be annexed to be contiguous within municipal boundaries, the County and the Town will collectively work towards the annexation of the Airport into the Town as shown in Appendix A. This will allow the Town to create an "airport economic zone" to ensure economic viability and lessen any burden on the region's taxpayers.
- 11. The County and the Town agree that the above agreements will reflect that the municipalities will work cooperatively on common capital projects, grants or increased services.
- The County and the Town agree that time is of the essence in reaching the above agreements and will work diligently to have them completed by December 31, 2007.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals in the presence of their proper officers and the individual parties have hereunto set their hands and seals as of the day and year first above written.

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Per:	
Per:	
TOWN OF HIGH LEVEL	
Per:	
Per:	

MACKENZIE COUNTY

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