



Mackenzie County

REGULAR COUNCIL MEETING AGENDA

JANUARY 24, 2018

10:00 A.M.

COUNCIL CHAMBERS
FORT VERMILION, AB

**MACKENZIE COUNTY
REGULAR COUNCIL MEETING**

**Wednesday, January 24, 2018
10:00 a.m.**

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

AGENDA

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CALL TO ORDER:	1.	a) Call to Order	
AGENDA:	2.	a) Adoption of Agenda	3
ADOPTION OF PREVIOUS MINUTES:	3.	a) Minutes of the January 9, 2018 Regular Council Meeting	7
		b) Business Arising out of the Minutes	
DELEGATIONS:	4.	a) S/Sgt. Bill Mooney, Fort Vermilion RCMP (11:45 a.m.)	21
		b)	
		c)	
COUNCIL COMMITTEE REPORTS:	5.	a) Council Committee Reports (verbal)	
		b) Fort Vermilion Community Streetscape Implementation Committee Meeting Minutes	45
		c) Municipal Planning Commission Meeting Minutes	51
GENERAL REPORTS:	6.	a) None	
TENDERS:		Tender Openings scheduled for 11:00 a.m.	
	7.	a) Zama City Fire Smart Program	63

PUBLIC HEARINGS: Public Hearings scheduled for 1:00 p.m.

- | | | | |
|----|----|---|----|
| 8. | a) | Bylaw 1088-18 Land Use Bylaw Amendment to Rezone Plan 872 2339, Block 17, Lot 3 and Part of Plan 872 2339, Block 17, Lot 2 from La Crete Heavy Industrial "LC-HI" to La Crete Highway Commercial "LC-HC" (La Crete) | 65 |
|----|----|---|----|

ADMINISTRATION:

- | | | | |
|----|----|--|----|
| 9. | a) | Bylaw 1087-18 Subdivision & Development Appeal Board | 75 |
| | b) | Meetings with Ministers – AAMDC Spring Convention | 85 |
| | c) | AAMDC Spring Resolutions | 87 |
| | d) | Strategic Planning Session Dates | 97 |
| | e) | Caribou Update (to be presented at the meeting) | |
| | f) | | |
| | g) | | |

AGRICULTURE SERVICES:

- | | | | |
|-----|----|---------------------------------------|----|
| 10. | a) | Buffalo Head Flood Mitigation Project | 99 |
| | b) | | |

COMMUNITY SERVICES:

- | | | | |
|-----|----|---|-----|
| 11. | a) | Fort Vermilion Walking Trail Budget Reallocation | 101 |
| | b) | Request for Proposal – Campground Caretaker for 2018 – 2019 Seasons | 103 |
| | c) | | |
| | d) | | |

FINANCE:

- | | | | |
|-----|----|--|-----|
| 12. | a) | Capital Projects Requiring Immediate Action | 195 |
| | b) | Financial Reports – January 1, 2017 to December 31, 2017 | 197 |

- c) 2013 Overland Flooding Invoice dated February 4, 2014 (H. Martens) 203
- d)
- e)
- OPERATIONS:** 13. a)
- b)
- PLANNING & DEVELOPMENT:** 14. a)
- b)
- UTILITIES:** 15. a)
- b)
- INFORMATION / CORRESPONDENCE:** 16. a) Information/Correspondence 215
- IN CAMERA SESSION:** *Freedom of Information and Protection of Privacy Act Division 2, Part 1 Exceptions to Disclosure*
- 17. a)
- b)
- NOTICE OF MOTION:** 18. a)
- NEXT MEETING DATES:** 19. a) Regular Council Meeting
February 13, 2018
10:00 a.m.
Fort Vermilion Council Chambers
- b) Regular Council Meeting
February 28, 2018
10:00 a.m.
Fort Vermilion Council Chambers

ADJOURNMENT: 20. a) Adjournment



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	January 24, 2018
Presented By:	Carol Gabriel, Director of Legislative & Support Services
Title:	Minutes of the January 9, 2018 Regular Council Meeting

BACKGROUND / PROPOSAL:

Minutes of the January 9, 2018, Regular Council Meeting are attached.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

SUSTAINABILITY PLAN:

COMMUNICATION:

Approved Council Meeting minutes are posted on the County website.

RECOMMENDED ACTION:

- Simple Majority
 Requires 2/3
 Requires Unanimous

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

Author: C. Gabriel Reviewed by: CG CAO: _____

**MACKENZIE COUNTY
REGULAR COUNCIL MEETING**

**January 9, 2018
10:00 a.m.**

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

PRESENT:

Peter F. Braun	Reeve
Lisa Wardley	Deputy Reeve
Jacque Bateman	Councillor
Cameron Cardinal	Councillor (arrived at 10:01 a.m.)
David Driedger	Councillor
Eric Jorgensen	Councillor (arrived at 10:05 a.m.)
Josh Knelsen	Councillor
Anthony Peters	Councillor
Ernest Peters	Councillor
Walter Sarapuk	Councillor

REGRETS:

ADMINISTRATION:

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

ALSO PRESENT: Members of the public and the media.

Minutes of the Regular Council meeting for Mackenzie County held on January 9, 2018 in the Council Chambers at the Fort Vermilion County Office.

CALL TO ORDER: 1. a) Call to Order

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

AGENDA: 2. a) Adoption of Agenda

MOTION 18-01-001 MOVED by Councillor Sarapuk

That the agenda be approved with the following additions:
17. b) In-Camera – Agricultural Societies

CARRIED

Councillor Cardinal arrived at 10:01 a.m.

**MINUTES FROM
PREVIOUS MEETING:**

3. a) Minutes of the December 12, 2017 Regular Council Meeting

MOTION 18-01-002

MOVED by Councillor Knelsen

That the minutes of the December 12, 2017 Regular Council Meeting be adopted as presented.

CARRIED

**MINUTES FROM
PREVIOUS MEETING:**

3. b) Business Arising out of the Minutes

MOTION 18-01-003

MOVED by Deputy Reeve Wardley

That Council move in-camera at 10:03 a.m. to discuss Motion 17-12-914 regarding the Bistcho Lake leases. *(FOIP, Div. 2, Part 1, s. 16)*

CARRIED

Councillor E. Peters declared himself in conflict and left the room.

Councillor Jorgensen arrived at 10:05 a.m.

MOTION 18-01-004

MOVED by Councillor Knelsen

That Council move out of camera at 10:07 a.m.

CARRIED

MOTION 18-01-005
Requires 2/3

MOVED by Councillor Bateman

That Motion 17-12-914 be reconsidered.

CARRIED

MOTION 18-01-006

MOVED by Councillor Sarapuk

That Motion 17-12-914 be RESCINDED.

CARRIED

Councillor E. Peters rejoined the meeting.

**COUNCIL COMMITTEE
REPORTS:**

5. a) Council Committee Reports (verbal)

MOTION 18-01-007

MOVED by Councillor E. Peters

That the Council committee reports be received for information.

CARRIED

**COUNCIL COMMITTEE
REPORTS:**

5. b) Tompkins Crossing Committee Meeting Minutes

MOTION 18-01-008

MOVED by Councillor Bateman

That the Tompkins Crossing Committee unapproved minutes of December 18, 2017 and January 4, 2018 be received for information.

CARRIED

**COUNCIL COMMITTEE
REPORTS:**

5. c) Finance Committee Meeting Minutes

MOTION 18-01-009

MOVED by Deputy Reeve Wardley

That the unapproved Finance Committee meeting minutes of December 13, 2017 be received for information.

CARRIED

**COUNCIL COMMITTEE
REPORTS:**

5. d) Community Services Committee Meeting Minutes

MOTION 18-01-010

MOVED by Councillor Knelsen

That the minutes of the October 24, 2017 Community Services Committee Meeting be received for information.

CARRIED

COUNCIL COMMITTEE

5. e) La Crete Community Streetscape Implementation

REPORTS: Committee Meeting Minutes

MOTION 18-01-011 **MOVED** by Councillor Driedger

That the La Crete Community Streetscape Implementation Committee unapproved minutes of December 6, 2017 be received for information.

CARRIED

DELEGATIONS: 4. a) Alberta Health Services – Air Ambulance Air Medical Crew Contract

Rob Barone, Associate Executive Director, EMS North Zone, and Steve Sutton, Manager, Provincial Air Ambulance Program, provided an update to Council via teleconference regarding the air ambulance air medical crew contract.

MOTION 18-01-012 **MOVED** by Councillor Jorgensen

That the Alberta Health Services – Air Ambulance Air Medical Crew Contract RFP update be received for information.

CARRIED

GENERAL REPORTS: 6. a) CAO Report

MOTION 18-01-013 **MOVED** by Deputy Reeve Wardley

That administration follow-up with Telus regarding the implementation of the municipal rural addressing program.

CARRIED

MOTION 18-01-014 **MOVED** by Deputy Reeve Wardley

That the CAO report for December 2017 be received for information.

CARRIED

Reeve Braun recessed the meeting at 11:02 a.m. and reconvened the meeting at 11:20 a.m.

TENDERS: 7. a) None

ADMINISTRATION: 9. a) Bylaw 1087-18 Subdivision & Development Appeal

Board

MOTION 18-01-015

MOVED by Deputy Reeve Wardley

That first reading be given to Bylaw 1087-18 being the Subdivision and Development Appeal Board for Mackenzie County.

CARRIED

MOTION 18-01-016

MOVED by Councillor Sarapuk

That second reading be given to Bylaw 1087-18 being the Subdivision and Development Appeal Board for Mackenzie County.

CARRIED

MOTION 18-01-017

Requires Unanimous

MOVED by Councillor Sarapuk

That consideration be given to go to third reading of Bylaw 1087-18 being the Subdivision and Development Appeal Board for Mackenzie County at this meeting.

DEFEATED

MOTION 18-01-018

Requires 2/3

MOVED by Deputy Reeve Wardley

That the three appellants of the hearing held for 01-SDAB-17 be refunded their appeal fees in the amount of \$250.00 each.

CARRIED

ADMINISTRATION:

9. b) Meeting with Minister of Agriculture & Forestry – Natural Gas Situation

MOTION 18-01-019

MOVED by Councillor Jorgensen

That the meeting with the Minister of Agriculture and Forestry regarding the natural gas situation be received for information.

CARRIED

Reeve Braun recessed the meeting at 12:15 p.m. and reconvened the meeting at 1:07 p.m.

PUBLIC HEARINGS:

8. a) Bylaw 1086-17 Land Use Bylaw Revision to Add

Dwelling – Emergency Services as a definition and as a Discretionary Use to the Airport “AP” District

Reeve Braun called the public hearing for Bylaw 1086-17 to order at 1:07 p.m.

Reeve Braun asked if the public hearing for proposed Bylaw 1086-17 was properly advertised. Byron Peters, Deputy CAO, answered that the bylaw was advertised in accordance with the Municipal Government Act.

Reeve Braun asked the Development Authority to outline the proposed land use bylaw amendment. Byron Peters, Deputy CAO, presented the Bylaw and indicated that first reading was given on November 29, 2017.

Reeve Braun asked if Council has any questions of the proposed Land Use Bylaw amendment. The following questions were asked:

- Were any other views presented at the Municipal Planning Commission? Everyone in attendance was in agreement.
- What happens with the cistern/field septic tank when the mobile home is no longer required? It would be a holding tank and it would simply be capped. The details regarding the sewer system would be addressed in the lease agreement.
- Are they able to sublease? Would have to double check the lease agreement.

Reeve Braun asked if any submissions were received in regards to proposed Bylaw 1086-17. No submissions were received.

Reeve Braun asked if there was anyone present who would like to speak in regards to the proposed Bylaw 1086-17. No one spoke to the proposed bylaw.

Reeve Braun closed the public hearing for Bylaw 1086-17 at 1:12 p.m.

MOTION 18-01-020

MOVED by Deputy Reeve Wardley

That second reading be given to Bylaw 1086-17 being a Land Use Bylaw Revision to add the definition of Dwelling – Emergency Services to the Land Use Bylaw and that Dwelling

– Emergency Services be added as a discretionary use in the Airport “AP” district.

CARRIED

MOTION 18-01-021

MOVED by Councillor Knelsen

That third reading be given to Bylaw 1086-17 being a Land Use Bylaw Revision to add the definition of Dwelling – Emergency Services to the Land Use Bylaw and that Dwelling – Emergency Services be added as a discretionary use in the Airport “AP” district.

CARRIED

ADMINISTRATION:

9. c) Alberta Association of Municipal Districts & Counties (AAMDC) Member Visit

MOTION 18-01-022

MOVED by Councillor Jorgensen

That administration notify the AAMDC of Council’s preference for the member visit.

CARRIED

ADMINISTRATION:

9. d) Tri-Council Meeting

MOTION 18-01-023

MOVED by Councillor Driedger

That the following agenda items be added to the Tri-Council meeting agenda for February 7, 2018:

- Diseased Bison
- Charity Golf Tournament
- Natural Gas Situation
- Seniors Lodge Update

CARRIED

ADMINISTRATION:

9. e) Provincial Capital Projects Request

MOTION 18-01-024

MOVED by Deputy Reeve Wardley

That MLA Debbie Jabbour be notified of the following provincial capital projects as requested:

- Increased Natural Gas & Electricity Supply
- Bridge across the Peace River at the Tompkins

- Crossing
- High Load Corridor – Highway 88
 - Rural Water Lines
 - Highway 697 Widening (La Crete to Highway 88 Intersection)
 - Zama Road
 - Rail Service (Fort McMurray to Alaska)
 - Rail Service Upgrade (High Level to Grimshaw)
 - Hospital (La Crete)
 - Economic Protection Plan from Species at Risk

CARRIED

MOTION 18-01-025

MOVED by Deputy Reeve Wardley

That administration forward the required information to Alberta Transportation regarding the request to include the Zama Access Road on the provincial priority list in order to apply for federal funding.

CARRIED

Reeve Braun recessed the meeting at 1:56 p.m. and reconvened the meeting at 2:09 p.m.

COMMUNITY SERVICES:

11. a) La Crete Recreation Board – 2017 Capital Projects Request

MOTION 18-01-026
Requires 2/3

MOVED by Councillor Bateman

That the budget be amended to transfer \$2,100 from the Curling Rink Lights Project (#6-71-38) to the Natural Gas, Hot water Tank, 4 New Baseboards Project (#6-71-36) as requested by the La Crete Recreation Board.

CARRIED

COMMUNITY SERVICES:

11. b) 2017 Campground Caretakers Bonus

MOTION 18-01-027
Requires 2/3

MOVED by Councillor Driedger

That the 2017 Campground Caretaker bonus be approved as recommended.

CARRIED

ADMINISTRATION:

9. f) Caribou Update

MOTION 18-01-028

MOVED by Councillor E. Peters

That the caribou update be received for information.

CARRIED

**AGRICULTURE
SERVICES:**

10. a) None

FINANCE:

**12. a) Rescind Policy FIN002 Accounts Receivable
Collection and Amend Policy FIN011 Utility
Collection**

MOTION 18-01-029

MOVED by Councillor A. Peters

That Policy FIN002 Accounts Receivable Collection be rescinded.

CARRIED

MOTION 18-01-030

MOVED by Councillor E. Peters

That Policy FIN011 Accounts Receivable/Utility Collection be approved as presented.

CARRIED

FINANCE:

12. b) 2018 Operating and Capital Budgets

MOTION 18-01-031
Requires 2/3

MOVED by Deputy Reeve Wardley

That administration bring back a list of capital projects that require immediate action to the next council meeting.

CARRIED

MOTION 18-01-032
Requires 2/3

MOVED by Councillor E. Peters

That a Budget Council meeting be scheduled for February 12, 2018 at 10:00 a.m. in the Fort Vermilion Council Chambers.

CARRIED

FINANCE:

12. c) Town of High Level – 2018 Capital Projects Request

MOTION 18-01-033
Requires 2/3

MOVED by Deputy Reeve Wardley

That the Town of High Level airport and community services capital project requests for 2018 be approved.

CARRIED

MOTION 18-01-034
Requires 2/3

MOVED by Councillor Knelsen

That the Town of High Level fire capital project request for 2018 be TABLED to the next council meeting.

CARRIED

FINANCE:

12. d) 2016 Insurance Coverage for Not for Profit Organizations– Unpaid Invoices

MOTION 18-01-035
Requires 2/3

MOVED by Deputy Reeve Wardley

That Insurance Coverage for the Northeast Community Adult Learning Society be cancelled as they have ceased operations and that the unpaid November 1, 2016 – November 1, 2017 and the November 1, 2017 - December 14, 2017 insurance invoices be written off in the amount of \$470.71.

CARRIED

FINANCE:

12. e) Finance Committee – Terms of Reference

MOTION 18-01-036

MOVED by Councillor A. Peters

That the Finance Committee Terms of Reference be approved as presented.

CARRIED

OPERATIONS:

13. a) None

IN-CAMERA SESSION:

17. In-Camera

Reeve Braun recessed the meeting at 3:05 p.m. and reconvened the meeting at 3:12 p.m.

MOTION 18-01-037

MOVED by Councillor Cardinal

That Council move in-camera at 3:12 p.m. to discuss the 2016

Tax Recovery Property. (FOIP, Div. 2, Part 1, s. 17)

CARRIED

The following individuals were present during the in-camera discussion (MGA Section 602.08(1)(6)):

- All Councillors Present
- Len Racher, Chief Administrative Officer
- Karen Huff, Director of Finance
- Carol Gabriel, Director of Legislative & Support Services
- Veronica Batt, previous property owner of the tax recovery property (left the meeting at 3:25 p.m.)

MOTION 18-01-038

MOVED by Councillor Jorgensen

That Council move out of camera at 3:35 p.m.

CARRIED

IN-CAMERA SESSION:

17. a) 2016 Tax Recovery Property (Delegation – 3:00 p.m.)

MOTION 18-01-039

MOVED by Councillor Cardinal

That administration be authorized to enter into a sale agreement with Veronica Batt for the tax recovery property as discussed.

CARRIED

Reeve Braun recessed the meeting at 3:37 p.m. and reconvened the meeting at 3:47 p.m.

**PLANNING &
DEVELOPMENT:**

14. a) Bylaw 1088-18 Land Use Bylaw Amendment to Rezone Plan 872 2339, Block 17, Lot 3 and Part of Plan 872 2339, Block 17, Lot 2 from La Crete Heavy Industrial “LC-HI” to La Crete Highway Commercial “LC-HC” (La Crete)

Councillor A. Peters declared himself in conflict and left the room.

MOTION 18-01-040

MOVED by Councillor Knelsen

That first reading be given to Bylaw 1088-18 being a Land Use Bylaw Amendment to rezone Plan 872 2339, Block 17, Lot 3 and Part of Plan 872 2339, Block 17, Lot 2 from La Crete

Heavy Industrial "LC-HI" to La Crete Highway Commercial "LC-HC" to accommodate the use of automotive sales and rental, subject to public hearing input.

CARRIED

Councillor A. Peters rejoined the meeting.

UTILITIES:

15. a) None

**INFORMATION/
CORRESPONDENCE:**

16. a) Information/Correspondence

MOTION 18-01-041

MOVED by Councillor Sarapuk

That CN be invited to attend a future Tri-Council meeting to discuss services and needs of the north.

CARRIED

MOTION 18-01-042

MOVED by Councillor Sarapuk

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

CARRIED

MOTION 18-01-043

MOVED by Councillor Bateman

That Council move in-camera at 3:54 p.m. to discuss agricultural societies. *(FOIP, Div. 2, Part 1, s. 16)*

CARRIED

All Councillors and administration were present during the in-camera discussion. *(MGA Section 602.08(1)(6))*

MOTION 18-01-044

MOVED by Councillor Knelsen

That Council move out of camera at 4:01 p.m.

CARRIED

IN-CAMERA SESSION:

17. b) Agricultural Societies

MOTION 18-01-045

MOVED by Councillor Bateman

That the agricultural societies discussion be received for information.

CARRIED

NOTICE OF MOTION: 18. a) None

NEXT MEETING DATE: 19. a) Next Meeting Date

Committee of the Whole Meeting
Tuesday January 23, 2018
10:00 a.m.
Fort Vermilion Council Chambers

Regular Council Meeting
Wednesday, January 24, 2018
10:00 a.m.
Fort Vermilion Council Chambers

ADJOURNMENT: 20. a) Adjournment

MOTION 18-01-046 MOVED by Councillor Jorgensen

That the Council meeting be adjourned at 4:01 p.m.

CARRIED

These minutes will be presented to Council for approval on January 24, 2018.

Peter F. Braun
Reeve

Len Racher
Chief Administrative Officer



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	January 24, 2018
Presented By:	Len Racher, Chief Administrative Officer
Title:	DELEGATION S/Sgt. Bill Mooney, Fort Vermilion RCMP

BACKGROUND / PROPOSAL:

Attached is the year end crime statistics report for 2017.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

SUSTAINABILITY PLAN:

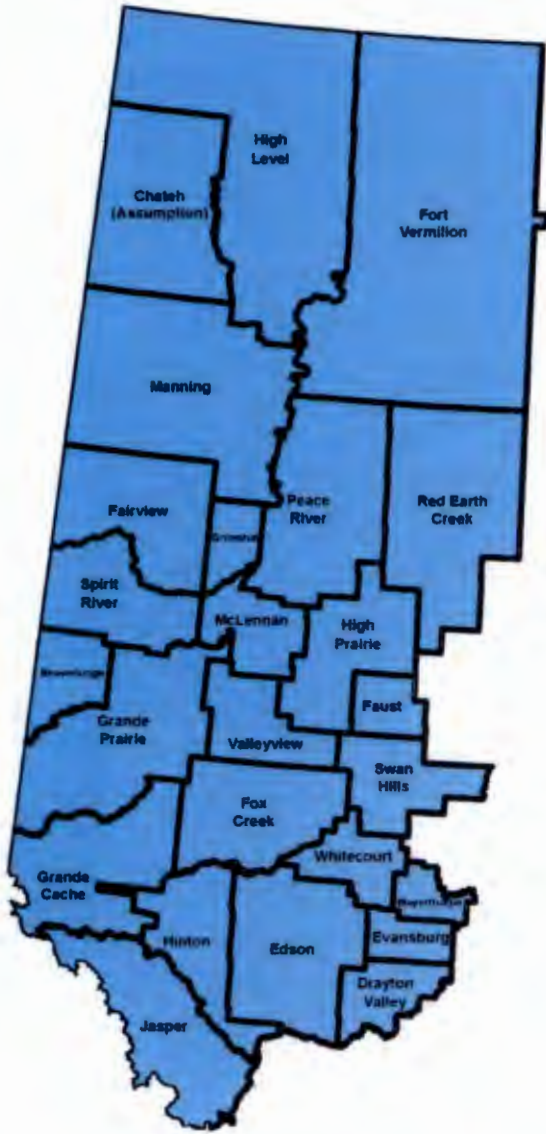
COMMUNICATION:

RECOMMENDED ACTION:

- Simple Majority
 Requires 2/3
 Requires Unanimous

That the RCMP crime statistics report be received for information.

Author: C. Gabriel Reviewed by: _____ CAO: _____



Western Alberta District

Mackenzie County
January – December
Crime Statistics
2014 - 2017

January 9, 2018

Prepared for: Mackenzie County





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Statistics have been compiled using data pulled from the RCMP Police Reporting and Occurrence System (PROS). The accuracy of the data is dependent upon the accuracy of data entry. As PROS is a live database, it is possible for the statistics to adjust slightly over time.

Boxes with a "N/A" indicate that files in this category have been "purged" from the PROS database and are not reliable for comparison purposes.



Mackenzie County - All Detachments
 Crime Statistics
 January - December, 2014 - 2017

January-09-18

CATEGORY	Trend	2014	2015	2016	2017
Homicides & Offences Related to Death		0	2	1	0
Robbery		2	0	0	1
Sexual Assaults		9	17	9	9
Other Sexual Offences		1	9	5	6
Assault		120	72	56	68
Kidnapping/Hostage/Abduction		4	0	1	1
Extortion		0	0	0	0
Criminal Harassment		8	13	14	6
Uttering Threats		28	19	24	19
Other Persons		0	0	0	0
TOTAL PERSONS		172	132	110	110
Break & Enter		35	38	25	22
Theft of Motor Vehicle		22	29	16	20
Theft Over \$5,000		9	1	2	3
Theft Under \$5,000		42	33	35	47
Possn Stn Goods		8	8	7	20
Fraud		19	41	21	18
Arson		4	4	4	3
Mischief To Property		113	114	95	86
TOTAL PROPERTY		252	268	205	219
Offensive Weapons		29	25	27	27
Public Order		0	0	0	0
Disturbing the peace		60	69	67	53
OTHER CRIMINAL CODE		186	181	174	196
TOTAL OTHER CRIMINAL CODE		275	275	268	276
TOTAL CRIMINAL CODE		699	675	583	605



Mackenzie County - All Detachments
 Crime Statistics
 January - December, 2014 - 2017

CATEGORY	Trend	2014	2015	2016	2017
Drug Enforcement - Production		0	2	0	1
Drug Enforcement - Possession		20	20	14	9
Drug Enforcement - Trafficking		12	14	7	1
Drug Enforcement - Other		0	1	0	0
Total Drugs		32	37	21	11
Federal - General		21	22	8	9
TOTAL FEDERAL		53	59	29	20
Liquor Act		84	119	137	88
Other Provincial Stats		117	73	90	60
Total Provincial Stats		201	192	227	148
Municipal By-laws Traffic		8	4	0	2
Municipal By-laws		23	16	13	16
Total Municipal		31	20	13	18
Fatals		2	2	2	5
Injury MVC		27	24	35	29
Property Damage MVC (Reportable)		204	239	257	213
Property Damage MVC (Non Reportable)		32	27	19	23
TOTAL MVC		265	292	313	270
Provincial Traffic		1,321	908	823	535
Other Traffic		37	27	12	17
Criminal Code Traffic		154	143	130	101
Common Police Activities					
False Alarms		81	83	135	103
False/Abandoned 911 Call and 911 Act		183	151	124	126
Suspicious Person/Vehicle/Property		38	29	17	28
Persons Reported Missing		4	4	13	14



Mackenzie County - Chateh Detachment
 Crime Statistics
 January - December, 2014 - 2017

January-09-18

CATEGORY	Trend	2014	2015	2016	2017
Homicides & Offences Related to Death		0	0	0	0
Robbery		0	0	0	0
Sexual Assaults		0	0	0	0
Other Sexual Offences		0	0	0	0
Assault		1	0	0	0
Kidnapping/Hostage/Abduction		0	0	0	0
Extortion		0	0	0	0
Criminal Harassment		0	0	0	0
Uttering Threats		2	0	0	0
Other Persons		0	0	0	0
TOTAL PERSONS		3	0	0	0
Break & Enter		3	5	0	9
Theft of Motor Vehicle		6	5	1	4
Theft Over \$5,000		1	0	0	0
Theft Under \$5,000		2	0	0	3
Possn Stn Goods		0	2	0	1
Fraud		0	0	0	0
Arson		1	0	0	1
Mischief To Property		6	3	0	1
TOTAL PROPERTY		19	15	1	19
Offensive Weapons		1	0	0	1
Public Order		0	0	0	0
Disturbing the peace		0	1	1	0
OTHER CRIMINAL CODE		3	2	1	2
TOTAL OTHER CRIMINAL CODE		4	3	2	3
TOTAL CRIMINAL CODE		26	18	3	22



**Mackenzie County - Chateh Detachment
Crime Statistics
January - December, 2014 - 2017**

CATEGORY	Trend	2014	2015	2016	2017
Drug Enforcement - Production		0	0	0	0
Drug Enforcement - Possession		2	0	0	0
Drug Enforcement - Trafficking		1	0	0	0
Drug Enforcement - Other		0	0	0	0
Total Drugs		3	0	0	0
Federal - General		0	0	0	0
TOTAL FEDERAL		3	0	0	0
Liquor Act		5	2	4	4
Other Provincial Stats		0	2	1	1
Total Provincial Stats		5	4	5	5
Municipal By-laws Traffic		0	0	0	0
Municipal By-laws		0	0	0	0
Total Municipal		0	0	0	0
Fatals		0	1	0	0
Injury MVC		1	1	0	0
Property Damage MVC (Reportable)		6	3	4	9
Property Damage MVC (Non Reportable)		3	1	1	1
TOTAL MVC		10	6	5	10
Provincial Traffic		32	18	32	49
Other Traffic		1	0	1	1
Criminal Code Traffic		15	15	7	5
Common Police Activities					
False Alarms		0	0	1	1
False/Abandoned 911 Call and 911 Act		5	4	8	3
Suspicious Person/Vehicle/Property		2	3	3	2
Persons Reported Missing		0	0	1	0



Mackenzie County - Fort Vermilion Detachment
 Crime Statistics
 January - December, 2014 - 2017

January-09-18

CATEGORY	Trend	2014	2015	2016	2017
Homicides & Offences Related to Death		0	2	1	0
Robbery		1	0	0	0
Sexual Assaults		8	15	9	8
Other Sexual Offences		1	9	5	6
Assault		97	60	44	44
Kidnapping/Hostage/Abduction		4	0	1	0
Extortion		0	0	0	0
Criminal Harassment		5	10	12	5
Uttering Threats		17	9	20	15
Other Persons		0	0	0	0
TOTAL PERSONS		133	105	92	78
Break & Enter		20	29	20	6
Theft of Motor Vehicle		9	15	4	12
Theft Over \$5,000		4	1	2	3
Theft Under \$5,000		33	21	23	39
Possn Stn Goods		6	2	1	14
Fraud		15	39	19	17
Arson		3	4	2	2
Mischief To Property		94	82	86	73
TOTAL PROPERTY		184	193	157	166
Offensive Weapons		24	23	16	21
Public Order		0	0	0	0
Disturbing the peace		56	62	58	45
OTHER CRIMINAL CODE		172	168	150	176
TOTAL OTHER CRIMINAL CODE		252	253	224	242
TOTAL CRIMINAL CODE		569	551	473	486



Mackenzie County - Fort Vermilion Detachment
 Crime Statistics
 January - December, 2014 - 2017

CATEGORY	Trend	2014	2015	2016	2017
Drug Enforcement - Production		0	2	0	1
Drug Enforcement - Possession		18	12	9	6
Drug Enforcement - Trafficking		9	11	5	1
Drug Enforcement - Other		0	1	0	0
Total Drugs		27	26	14	8
Federal - General		18	21	8	7
TOTAL FEDERAL		45	47	22	15
Liquor Act		42	60	63	41
Other Provincial Stats		103	46	75	55
Total Provincial Stats		145	106	138	96
Municipal By-laws Traffic		8	4	0	2
Municipal By-laws		23	15	10	15
Total Municipal		31	19	10	17
Fatals		2	0	2	1
Injury MVC		21	18	20	23
Property Damage MVC (Reportable)		134	166	173	139
Property Damage MVC (Non Reportable)		11	8	7	9
TOTAL MVC		168	192	202	172
Provincial Traffic		777	638	504	254
Other Traffic		31	26	11	14
Criminal Code Traffic		99	86	67	53
Common Police Activities					
False Alarms		73	68	123	94
False/Abandoned 911 Call and 911 Act		125	91	74	79
Suspicious Person/Vehicle/Property		30	17	8	18
Persons Reported Missing		2	4	9	11



Mackenzie County - High Level Detachment
 Crime Statistics
 January - December, 2014 - 2017

January-09-18

CATEGORY	Trend	2014	2015	2016	2017
Homicides & Offences Related to Death		0	0	0	0
Robbery		1	0	0	1
Sexual Assaults		1	2	0	1
Other Sexual Offences		0	0	0	0
Assault		22	12	12	24
Kidnapping/Hostage/Abduction		0	0	0	1
Extortion		0	0	0	0
Criminal Harassment		3	3	2	1
Uttering Threats		9	10	4	4
Other Persons		0	0	0	0
TOTAL PERSONS		36	27	18	32
Break & Enter		12	4	5	7
Theft of Motor Vehicle		7	9	11	4
Theft Over \$5,000		4	0	0	0
Theft Under \$5,000		7	12	12	5
Possn Stn Goods		2	4	6	5
Fraud		4	2	2	1
Arson		0	0	2	0
Mischief To Property		13	29	9	12
TOTAL PROPERTY		49	60	47	34
Offensive Weapons		4	2	11	5
Public Order		0	0	0	0
Disturbing the peace		4	6	8	8
OTHER CRIMINAL CODE		11	11	23	18
TOTAL OTHER CRIMINAL CODE		19	19	42	31
TOTAL CRIMINAL CODE		104	106	107	97



**Mackenzie County - High Level Detachment
Crime Statistics
January - December, 2014 - 2017**

CATEGORY	Trend	2014	2015	2016	2017
Drug Enforcement - Production		0	0	0	0
Drug Enforcement - Possession		0	8	5	3
Drug Enforcement - Trafficking		2	3	2	0
Drug Enforcement - Other		0	0	0	0
Total Drugs		2	11	7	3
Federal - General		3	1	0	2
TOTAL FEDERAL		5	12	7	5
Liquor Act		37	57	70	43
Other Provincial Stats		14	25	14	4
Total Provincial Stats		51	82	84	47
Municipal By-laws Traffic		0	0	0	0
Municipal By-laws		0	1	3	1
Total Municipal		0	1	3	1
Fatals		0	1	0	4
Injury MVC		5	5	15	6
Property Damage MVC (Reportable)		64	70	80	65
Property Damage MVC (Non Reportable)		18	18	11	13
TOTAL MVC		87	94	106	88
Provincial Traffic		512	252	287	232
Other Traffic		5	1	0	2
Criminal Code Traffic		40	42	56	43
Common Police Activities					
False Alarms		8	15	11	8
False/Abandoned 911 Call and 911 Act		53	56	42	44
Suspicious Person/Vehicle/Property		6	9	6	8
Persons Reported Missing		2	0	3	3

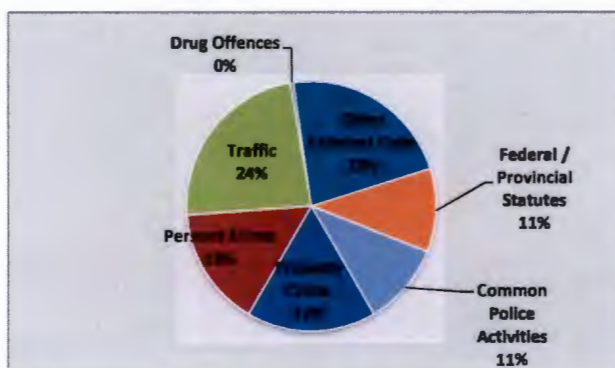
Fort Vermilion Detachment
Crime Data - January - December 2017

CATEGORY	Reported	Actual	ClrChg	ClrOth	Total Clr	% Clr
Homicides & Offences Related to Death	8	8	6	0	6	75.0%
Robbery	0	0	0	0	0	0.0%
Sexual Assaults	29	26	20	1	21	80.8%
Other Sexual Offences	11	9	9	0	9	100.0%
Assault	434	402	209	110	319	79.4%
Kidnapping/Hostage/Abduction	6	5	5	0	5	100.0%
Extortion	1	1	0	0	0	0.0%
Criminal Harassment	34	21	2	12	14	66.7%
Uttering Threats	82	64	38	18	56	87.5%
Other Persons	4	3	1	0	1	33.3%
TOTAL PERSONS	609	539	290	141	431	80.0%
Break & Enter	43	34	11	6	17	50.0%
Theft of Motor Vehicle	38	30	1	9	10	33.3%
Theft Over \$5,000	3	3	1	0	1	33.3%
Theft Under \$5,000	79	67	14	17	31	46.3%
Possn Stn Goods	14	14	13	0	13	92.9%
Fraud	24	22	4	2	6	27.3%
Arson	33	32	10	1	11	34.4%
Mischief To Property	400	380	62	163	225	59.2%
TOTAL PROPERTY	634	582	116	198	314	54.0%
Offensive Weapons	69	67	54	9	63	94.0%
Public Order	0	0	0	0	0	0.0%
Disturbing the Peace	124	118	13	61	74	62.7%
OTHER CRIMINAL CODE	617	595	487	28	515	86.6%
TOTAL OTHER CRIMINAL CODE	810	780	554	98	652	83.6%
TOTAL CRIMINAL CODE	2,053	1,901	960	437	1,397	73.5%
Drug Enforcement - Production	1	1	1	0	1	100.0%
Drug Enforcement - Possession	12	11	4	6	10	90.9%
Drug Enforcement - Trafficking	3	3	2	0	2	66.7%
Drug Enforcement - Other	0	0	0	0	0	0.0%
Total Drugs	16	15	7	6	13	86.7%
Federal - General	30	30	27	0	27	90.0%
TOTAL FEDERAL	46	45	34	6	40	88.9%
Liquor Act	106	106	46	35	81	76.4%
Other Provincial Stats	124	123	13	10	23	18.7%
Total Provincial Stats	230	229	59	45	104	45.4%
Municipal By-laws Traffic	2	2	0	0	0	0.0%
Municipal By-laws	15	15	0	3	3	20.0%
Total Municipal	17	17	0	3	3	17.6%
Fatals	2	2	0	1	1	50.0%
Injury MVAS	31	31	13	1	14	45.2%
Property Damage MVAS (Reportable)	158	158	14	11	25	15.8%
Property Damage MVAS (Non Reportable)	12	12	0	1	1	8.3%
TOTAL MVAS	203	203	27	14	41	20.2%
Provincial Traffic	368	366	242	20	262	71.6%
Other Traffic	42	41	40	0	40	97.6%
Criminal Code Traffic	218	209	85	8	93	44.5%
Common Police Activities						
False Alarms	117	Suspicious Person/Vehicle		37		
False/Abandoned 911 Call	141	VSU Accepted		88		
Persons Reported Missing	34	VSU Declined		679		
Request to Locate	27	VSU Offered - Not Available		1		
Abandoned Vehicles	15	VSU Proactive Referral		124		

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Fort Vermilion Detachment Crime Data - January - December 2017

Property Crime	Break & Enter	34	Federal / Provincial Statutes	Liquor Act	106
	Theft of Motor Vehicle	30		Mental Health Act	91
	Theft Over \$5,000	3		Coroner's Act - Sudden Death	13
	Theft Under \$5,000	67		Child Welfare Act	0
	Possn Stn Goods	14		Other Provincial Statute	123
	Fraud	22		Other Federal Statute	45
	Arson	32		Total	378
	Mischief To Property	380			
Total	582				
Persons Crime	Assault	402	Common Police Activities	False Alarms	117
	Robbery/Extortion/Harassment/Threats	89		False/Abandoned 911 Call	141
	Sexual Offences	35		Abandoned Vehicles	15
	Kidnapping/Hostage/Abduction	5		Persons Reported Missing	34
	Homicides & Offences Related to Death	8		Request to Locate	27
	Total	539		Suspicious Person/Vehicle/Property	37
		Total	371		
Traffic	Motor Vehicle Collisions	203			
	Impaired Related Offences	159			
	Provincial Traffic Offences	366			
	Other Traffic Related Offences	91			
	Total	819			
Drug Offences	Drug Enforcement - Production	1			
	Drug Enforcement - Possession	11			
	Drug Enforcement - Trafficking	3			
	Drug Enforcement - Other	0			
Total	15				
Other Criminal Code Offence	Breach of Peace	56			
	Disturbing the Peace	118			
	Fail to Comply	420			
	Offensive Weapons	67			
	Public Order	0			
	Other Offence	119			
Total	780				



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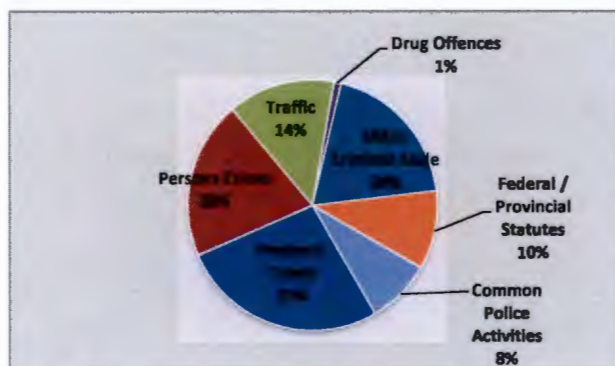
**Beaver First Nation - Fort Vermilion Detachment
Crime Data - January - December 2017**

CATEGORY	Reported	Actual	ClrChg	ClrOth	Total Clr	% Clr
Homicides & Offences Related to Death	1	1	0	0	0	0.0%
Robbery	0	0	0	0	0	0.0%
Sexual Assaults	1	1	3	0	3	300.0%
Other Sexual Offences	0	0	2	0	2	0.0%
Assault	13	11	7	3	10	90.9%
Kidnapping/Hostage/Abduction	0	0	0	0	0	0.0%
Extortion	0	0	0	0	0	0.0%
Criminal Harassment	4	2	1	0	1	50.0%
Uttering Threats	8	5	0	2	2	40.0%
Other Persons	2	2	0	0	0	0.0%
TOTAL PERSONS	29	22	13	5	18	81.8%
Break & Enter	1	1	0	1	1	100.0%
Theft of Motor Vehicle	3	1	0	0	0	0.0%
Theft Over \$5,000	0	0	0	0	0	0.0%
Theft Under \$5,000	4	2	1	0	1	50.0%
Possn Stn Goods	0	0	0	0	0	0.0%
Fraud	2	1	1	0	1	100.0%
Arson	0	0	0	0	0	0.0%
Mischief To Property	26	24	1	20	21	87.5%
TOTAL PROPERTY	36	29	3	21	24	82.8%
Offensive Weapons	3	2	0	1	1	50.0%
Public Order	0	0	0	0	0	0.0%
Disturbing the Peace	6	6	0	4	4	66.7%
OTHER CRIMINAL CODE	13	13	9	3	12	92.3%
TOTAL OTHER CRIMINAL CODE	22	21	9	8	17	81.0%
TOTAL CRIMINAL CODE	87	72	25	34	59	81.9%
Drug Enforcement - Production	0	0	0	0	0	0.0%
Drug Enforcement - Possession	0	0	0	0	0	0.0%
Drug Enforcement - Trafficking	1	1	0	0	0	0.0%
Drug Enforcement - Other	0	0	0	0	0	0.0%
Total Drugs	1	1	0	0	0	0.0%
Federal - General	2	2	2	0	2	100.0%
TOTAL FEDERAL	3	3	2	0	2	66.7%
Liquor Act	0	0	0	0	0	0.0%
Other Provincial Stats	4	4	0	1	1	25.0%
Total Provincial Stats	4	4	0	1	1	25.0%
Municipal By-laws Traffic	0	0	0	0	0	0.0%
Municipal By-laws	0	0	0	0	0	0.0%
Total Municipal	0	0	0	0	0	0.0%
Fatals	0	0	0	0	0	0.0%
Injury MVAS	1	1	2	0	2	200.0%
Property Damage MVAS (Reportable)	1	1	0	0	0	0.0%
Property Damage MVAS (Non Reportable)	0	0	0	0	0	0.0%
TOTAL MVAS	2	2	2	0	2	100.0%
Provincial Traffic	9	8	10	0	10	125.0%
Other Traffic	0	0	0	0	0	0.0%
Criminal Code Traffic	5	5	3	0	3	60.0%
Common Police Activities						
False Alarms	0	Suspicious Person/Vehicle		3		
False/Abandoned 911 Call	3	VSU Accepted		7		
Persons Reported Missing	2	VSU Declined		24		
Request to Locate	0	VSU Offered - Not Available		0		
Abandoned Vehicles	1	VSU Proactive Referral		11		

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Beaver First Nation - Fort Vermilion Detachment Crime Data - January - December 2017

Property Crime	Break & Enter	1	Federal / Provincial Statutes	Liquor Act	0
	Theft of Motor Vehicle	1		Mental Health Act	4
	Theft Over \$5,000	0		Coroner's Act - Sudden Death	0
	Theft Under \$5,000	2		Child Welfare Act	0
	Possn Stn Goods	0		Other Provincial Statute	4
	Fraud	1		Other Federal Statute	3
	Arson	0		Total	11
	Mischief To Property	24			
Total	29				
Persons Crime	Assault	11	Common Police Activities	False Alarms	0
	Robbery/Extortion/Harassment/Threats	9		False/Abandoned 911 Call	3
	Sexual Offences	1		Abandoned Vehicles	1
	Kidnapping/Hostage/Abduction	0		Persons Reported Missing	2
	Homicides & Offences Related to Death	1		Request to Locate	0
	Total	22		Suspicious Person/Vehicle/Property	3
		Total	9		
Traffic	Motor Vehicle Collisions	2			
	Impaired Related Offences	2			
	Provincial Traffic Offences	8			
	Other Traffic Related Offences	3			
	Total	15			
Drug Offences	Drug Enforcement - Production	0			
	Drug Enforcement - Possession	0			
	Drug Enforcement - Trafficking	1			
	Drug Enforcement - Other	0			
	Total	1			
Other Criminal Code Offence	Breach of Peace	0			
	Disturbing the Peace	6			
	Fail to Comply	8			
	Offensive Weapons	2			
	Public Order	0			
	Other Offence	5			
	Total	21			



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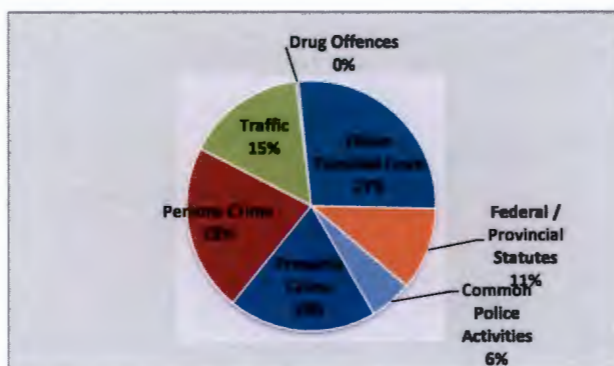
**Little Red River Cree Nation - Fort Vermilion Detachment
Crime Data - January - December 2017**

CATEGORY	Reported	Actual	ClrChg	ClrOth	Total Clr	% Clr
Homicides & Offences Related to Death	5	5	4	0	4	80.0%
Robbery	0	0	0	0	0	0.0%
Sexual Assaults	19	16	12	1	13	81.3%
Other Sexual Offences	5	3	1	0	1	33.3%
Assault	326	304	156	77	233	76.6%
Kidnapping/Hostage/Abduction	6	5	5	0	5	100.0%
Extortion	1	1	0	0	0	0.0%
Criminal Harassment	16	13	1	6	7	53.8%
Uttering Threats	45	35	23	8	31	88.6%
Other Persons	1	1	1	0	1	100.0%
TOTAL PERSONS	424	383	203	92	295	77.0%
Break & Enter	28	24	10	5	15	62.5%
Theft of Motor Vehicle	18	14	1	8	9	64.3%
Theft Over \$5,000	0	0	0	0	0	0.0%
Theft Under \$5,000	21	17	5	8	13	76.5%
Possn Stn Goods	0	0	0	0	0	0.0%
Fraud	3	3	0	0	0	0.0%
Arson	30	29	10	1	11	37.9%
Mischief To Property	263	251	41	95	136	54.2%
TOTAL PROPERTY	363	338	67	117	184	54.4%
Offensive Weapons	42	42	34	6	40	95.2%
Public Order	0	0	0	0	0	0.0%
Disturbing the Peace	60	56	3	22	25	44.6%
OTHER CRIMINAL CODE	386	378	289	19	308	81.5%
TOTAL OTHER CRIMINAL CODE	488	476	326	47	373	78.4%
TOTAL CRIMINAL CODE	1,275	1,197	596	256	852	71.2%
Drug Enforcement - Production	0	0	0	0	0	0.0%
Drug Enforcement - Possession	5	5	2	4	6	120.0%
Drug Enforcement - Trafficking	1	1	1	0	1	100.0%
Drug Enforcement - Other	0	0	0	0	0	0.0%
Total Drugs	6	6	3	4	7	116.7%
Federal - General	19	19	19	0	19	100.0%
TOTAL FEDERAL	25	25	22	4	26	104.0%
Liquor Act	63	63	9	32	41	65.1%
Other Provincial Stats	54	53	1	5	6	11.3%
Total Provincial Stats	117	116	10	37	47	40.5%
Municipal By-laws Traffic	0	0	0	0	0	0.0%
Municipal By-laws	0	0	0	0	0	0.0%
Total Municipal	0	0	0	0	0	0.0%
Fatals	0	0	0	0	0	0.0%
Injury MVAS	5	5	2	0	2	40.0%
Property Damage MVAS (Reportable)	11	11	1	0	1	9.1%
Property Damage MVAS (Non Reportable)	2	2	0	1	1	50.0%
TOTAL MVAS	18	18	3	1	4	22.2%
Provincial Traffic	93	93	68	3	71	76.3%
Other Traffic	25	25	24	0	24	96.0%
Criminal Code Traffic	138	137	47	8	55	40.1%
Common Police Activities						
False Alarms	2	Suspicious Person/Vehicle		14		
False/Abandoned 911 Call	54	VSU Accepted		44		
Persons Reported Missing	15	VSU Declined		465		
Request to Locate	11	VSU Offered - Not Available		0		
Abandoned Vehicles	1	VSU Proactive Referral		62		

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Little Red River Cree Nation - Fort Vermilion Detachment Crime Data - January - December 2017

Property Crime	Break & Enter	24	Federal / Provincial Statutes	Liquor Act	63
	Theft of Motor Vehicle	14		Mental Health Act	44
	Theft Over \$5,000	0		Coroner's Act - Sudden Death	5
	Theft Under \$5,000	17		Child Welfare Act	0
	Possn Strn Goods	0		Other Provincial Statute	53
	Fraud	3		Other Federal Statute	25
	Arson	29		Total	190
	Mischief To Property	251			
Total	338				
Persons Crime	Assault	304	Common Police Activities	False Alarms	2
	Robbery/Extortion/Harassment/Threats	50		False/Abandoned 911 Call	54
	Sexual Offences	19		Abandoned Vehicles	1
	Kidnapping/Hostage/Abduction	5		Persons Reported Missing	15
	Homicides & Offences Related to Death	5		Request to Locate	11
				Suspicious Person/Vehicle/Property	14
Total	383	Total	97		
Traffic	Motor Vehicle Collisions	18			
	Impaired Related Offences	109			
	Provincial Traffic Offences	93			
	Other Traffic Related Offences	53			
	Total	273			
Drug Offences	Drug Enforcement - Production	0			
	Drug Enforcement - Possession	5			
	Drug Enforcement - Trafficking	1			
	Drug Enforcement - Other	0			
	Total	6			
Other Criminal Code Offence	Breach of Peace	48			
	Disturbing the Peace	56			
	Fail to Comply	268			
	Offensive Weapons	42			
	Public Order	0			
	Other Offence	62			
	Total	476			



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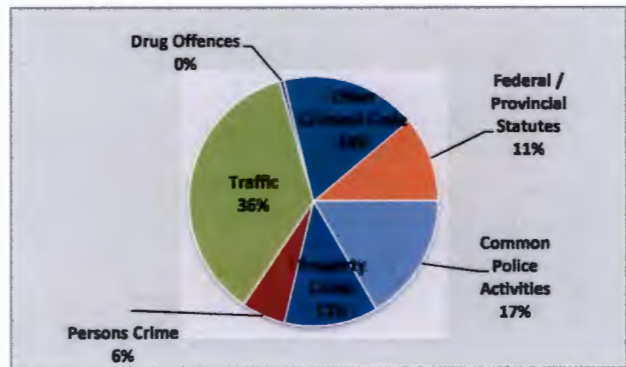
**Mackenzie County - Fort Vermilion Detachment
Crime Data - January - December 2017**

CATEGORY	Reported	Actual	ClrChg	ClrOth	Total Clr	% Clr
Homicides & Offences Related to Death	0	0	0	0	0	0.0%
Robbery	0	0	0	0	0	0.0%
Sexual Assaults	8	8	4	0	4	50.0%
Other Sexual Offences	6	6	6	0	6	100.0%
Assault	50	44	20	16	36	81.8%
Kidnapping/Hostage/Abduction	0	0	0	0	0	0.0%
Extortion	0	0	0	0	0	0.0%
Criminal Harassment	12	5	0	6	6	120.0%
Uttering Threats	19	15	6	8	14	93.3%
Other Persons	1	0	0	0	0	0.0%
TOTAL PERSONS	96	78	36	30	66	84.6%
Break & Enter	10	6	0	0	0	0.0%
Theft of Motor Vehicle	14	12	0	0	0	0.0%
Theft Over \$5,000	3	3	1	0	1	33.3%
Theft Under \$5,000	43	39	5	7	12	30.8%
Possn Stn Goods	14	14	13	0	13	92.9%
Fraud	18	17	0	2	2	11.8%
Arson	2	2	0	0	0	0.0%
Mischief To Property	76	73	15	31	46	63.0%
TOTAL PROPERTY	180	166	34	40	74	44.6%
Offensive Weapons	21	21	18	2	20	95.2%
Public Order	0	0	0	0	0	0.0%
Disturbing the Peace	47	45	10	28	38	84.4%
OTHER CRIMINAL CODE	187	176	165	3	168	95.5%
TOTAL OTHER CRIMINAL CODE	255	242	193	33	226	93.4%
TOTAL CRIMINAL CODE	531	486	263	103	366	75.3%
Drug Enforcement - Production	1	1	1	0	1	100.0%
Drug Enforcement - Possession	7	6	2	2	4	66.7%
Drug Enforcement - Trafficking	1	1	1	0	1	100.0%
Drug Enforcement - Other	0	0	0	0	0	0.0%
Total Drugs	9	8	4	2	6	75.0%
Federal - General	7	7	6	0	6	85.7%
TOTAL FEDERAL	16	15	10	2	12	80.0%
Liquor Act	41	41	37	3	40	97.6%
Other Provincial Stats	55	55	11	4	15	27.3%
Total Provincial Stats	96	96	48	7	55	57.3%
Municipal By-laws Traffic	2	2	0	0	0	0.0%
Municipal By-laws	15	15	0	3	3	20.0%
Total Municipal	17	17	0	3	3	17.6%
Fatals	1	1	0	0	0	0.0%
Injury MVAS	23	23	8	1	9	39.1%
Property Damage MVAS (Reportable)	139	139	13	9	22	15.8%
Property Damage MVAS (Non Reportable)	9	9	0	0	0	0.0%
TOTAL MVAS	172	172	21	10	31	18.0%
Provincial Traffic	254	254	158	17	175	68.9%
Other Traffic	15	14	14	0	14	100.0%
Criminal Code Traffic	59	53	25	0	25	47.2%
Common Police Activities						
False Alarms	94	Suspicious Person/Vehicle		18		
False/Abandoned 911 Call	79	VSU Accepted		28		
Persons Reported Missing	13	VSU Declined		140		
Request to Locate	13	VSU Offered - Not Available		0		
Abandoned Vehicles	11	VSU Proactive Referral		37		

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Mackenzie County - Fort Vermilion Detachment Crime Data - January - December 2017

Property Crime	Break & Enter	6	Federal / Provincial Statutes	Liquor Act	41
	Theft of Motor Vehicle	12		Mental Health Act	34
	Theft Over \$5,000	3		Coroner's Act - Sudden Death	7
	Theft Under \$5,000	39		Child Welfare Act	0
	Possn Stn Goods	14		Other Provincial Statute	55
	Fraud	17		Other Federal Statute	15
	Arson	2		Total	152
	Mischief To Property	73			
Total	166				
Persons Crime	Assault	44	Common Police Activities	False Alarms	94
	Robbery/Extortion/Harassment/Threats	20		False/Abandoned 911 Call	79
	Sexual Offences	14		Abandoned Vehicles	11
	Kidnapping/Hostage/Abduction	0		Persons Reported Missing	13
	Homicides & Offences Related to Death	0		Request to Locate	13
				Suspicious Person/Vehicle/Property	18
Total	78	Total	228		
Traffic	Motor Vehicle Collisions	172			
	Impaired Related Offences	40			
	Provincial Traffic Offences	254			
	Other Traffic Related Offences	27			
	Total	493			
Drug Offences	Drug Enforcement - Production	1			
	Drug Enforcement - Possession	6			
	Drug Enforcement - Trafficking	1			
	Drug Enforcement - Other	0			
	Total	8			
Other Criminal Code Offence	Breach of Peace	7			
	Disturbing the Peace	45			
	Fail to Comply	125			
	Offensive Weapons	21			
	Public Order	0			
	Other Offence	44			
	Total	242			



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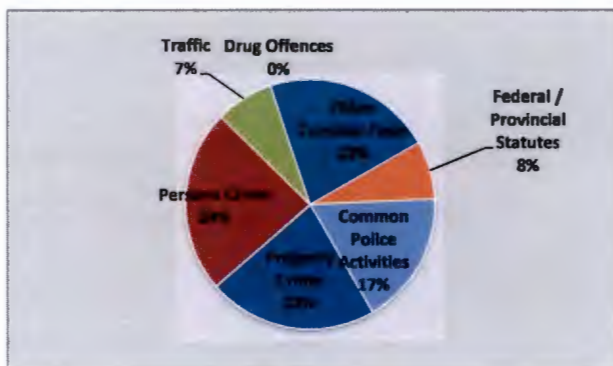
Tallcree First Nation - Fort Vermilion Detachment
Crime Data - January - December 2017

CATEGORY	Reported	Actual	ClrChg	ClrOth	Total Clr	% Clr
Homicides & Offences Related to Death	0	0	0	0	0	0.0%
Robbery	0	0	0	0	0	0.0%
Sexual Assaults	0	0	0	0	0	0.0%
Other Sexual Offences	0	0	0	0	0	0.0%
Assault	36	36	23	12	35	97.2%
Kidnapping/Hostage/Abduction	0	0	0	0	0	0.0%
Extortion	0	0	0	0	0	0.0%
Criminal Harassment	1	1	0	0	0	0.0%
Uttering Threats	5	4	4	0	4	100.0%
Other Persons	0	0	0	0	0	0.0%
TOTAL PERSONS	42	41	27	12	39	95.1%
Break & Enter	4	3	1	0	1	33.3%
Theft of Motor Vehicle	1	1	0	1	1	100.0%
Theft Over \$5,000	0	0	0	0	0	0.0%
Theft Under \$5,000	8	8	0	2	2	25.0%
Possn Stn Goods	0	0	0	0	0	0.0%
Fraud	0	0	0	0	0	0.0%
Arson	1	1	0	0	0	0.0%
Mischief To Property	27	25	5	15	20	80.0%
TOTAL PROPERTY	41	38	6	18	24	63.2%
Offensive Weapons	2	1	1	0	1	100.0%
Public Order	0	0	0	0	0	0.0%
Disturbing the Peace	9	9	0	7	7	77.8%
OTHER CRIMINAL CODE	30	28	24	3	27	96.4%
TOTAL OTHER CRIMINAL CODE	41	38	25	10	35	92.1%
TOTAL CRIMINAL CODE	124	117	58	40	98	83.8%
Drug Enforcement - Production	0	0	0	0	0	0.0%
Drug Enforcement - Possession	0	0	0	0	0	0.0%
Drug Enforcement - Trafficking	0	0	0	0	0	0.0%
Drug Enforcement - Other	0	0	0	0	0	0.0%
Total Drugs	0	0	0	0	0	0.0%
Federal - General	0	0	0	0	0	0.0%
TOTAL FEDERAL	0	0	0	0	0	0.0%
Liquor Act	0	0	0	0	0	0.0%
Other Provincial Stats	7	7	1	0	1	14.3%
Total Provincial Stats	7	7	1	0	1	14.3%
Municipal By-laws Traffic	0	0	0	0	0	0.0%
Municipal By-laws	0	0	0	0	0	0.0%
Total Municipal	0	0	0	0	0	0.0%
Fatals	1	1	0	1	1	100.0%
Injury MVAS	1	1	1	0	1	100.0%
Property Damage MVAS (Reportable)	1	1	0	1	1	100.0%
Property Damage MVAS (Non Reportable)	0	0	0	0	0	0.0%
TOTAL MVAS	3	3	1	2	3	100.0%
Provincial Traffic	4	3	1	0	1	33.3%
Other Traffic	0	0	0	0	0	0.0%
Criminal Code Traffic	8	7	4	0	4	57.1%
Common Police Activities						
False Alarms	19	Suspicious Person/Vehicle		2		
False/Abandoned 911 Call	4	VSU Accepted		7		
Persons Reported Missing	3	VSU Declined		32		
Request to Locate	2	VSU Offered - Not Available		1		
Abandoned Vehicles	0	VSU Proactive Referral		12		

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Tallcree First Nation - Fort Vermilion Detachment Crime Data - January - December 2017

Property Crime	Break & Enter	3	Federal / Provincial Statutes	Liquor Act	0
	Theft of Motor Vehicle	1		Mental Health Act	5
	Theft Over \$5,000	0		Coroner's Act - Sudden Death	1
	Theft Under \$5,000	8		Child Welfare Act	0
	Possn Stn Goods	0		Other Provincial Statute	7
	Fraud	0		Other Federal Statute	0
	Arson	1		Total	13
	Mischief To Property	25			
Total	38				
Persons Crime	Assault	36	Common Police Activities	False Alarms	19
	Robbery/Extortion/Harassment/Threats	5		False/Abandoned 911 Call	4
	Sexual Offences	0		Abandoned Vehicles	0
	Kidnapping/Hostage/Abduction	0		Persons Reported Missing	3
	Homicides & Offences Related to Death	0		Request to Locate	2
				Suspicious Person/Vehicle/Property	2
Total	41	Total	30		
Traffic	Motor Vehicle Collisions	3			
	Impaired Related Offences	2			
	Provincial Traffic Offences	3			
	Other Traffic Related Offences	5			
	Total	13			
Drug Offences	Drug Enforcement - Production	0			
	Drug Enforcement - Possession	0			
	Drug Enforcement - Trafficking	0			
	Drug Enforcement - Other	0			
	Total	0			
Other Criminal Code Offence	Breach of Peace	1			
	Disturbing the Peace	9			
	Fail to Comply	19			
	Offensive Weapons	1			
	Public Order	0			
	Other Offence	8			
	Total	38			

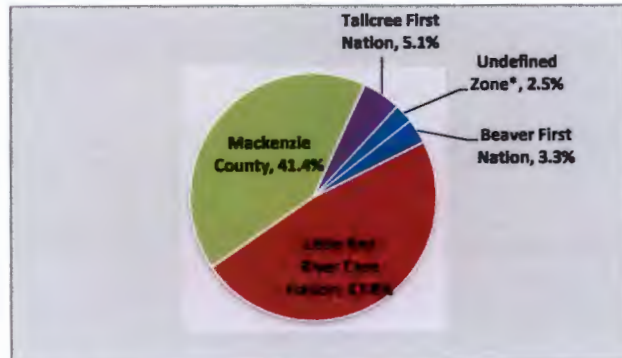


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Stakeholder Breakdowns as % of Total - Fort Vermilion Detachment Crime Data - January - December 2017

Property Crime	Beaver First Nation	5.0%	Federal / Provincial Statutes	Beaver First Nation	2.9%
	Little Red River Cree Nation	58.1%		Little Red River Cree Nation	50.3%
	Mackenzie County	28.5%		Mackenzie County	40.2%
	Tallcree First Nation	6.5%		Tallcree First Nation	3.4%
	Undefined Zone*	1.9%		Undefined Zone*	3.2%
Persons Crime	Beaver First Nation	4.1%	Common Police Activities	Beaver First Nation	2.4%
	Little Red River Cree Nation	71.1%		Little Red River Cree Nation	26.1%
	Mackenzie County	14.5%		Mackenzie County	61.5%
	Tallcree First Nation	7.6%		Tallcree First Nation	8.1%
	Undefined Zone*	2.8%		Undefined Zone*	1.9%
Traffic	Beaver First Nation	1.8%	TOTALS	Beaver First Nation	3.3%
	Little Red River Cree Nation	33.3%		Little Red River Cree Nation	47.8%
	Mackenzie County	60.2%		Mackenzie County	41.4%
	Tallcree First Nation	1.6%		Tallcree First Nation	5.1%
	Undefined Zone*	3.1%		Undefined Zone*	2.5%
Drug Offences	Beaver First Nation	6.7%			
	Little Red River Cree Nation	40.0%			
	Mackenzie County	53.3%			
	Tallcree First Nation	0.0%			
	Undefined Zone*	0.0%			
Other Criminal Code Offence	Beaver First Nation	4.2%			
	Little Red River Cree Nation	52.1%			
	Mackenzie County	37.0%			
	Tallcree First Nation	6.7%			
	Undefined Zone*	0.0%			

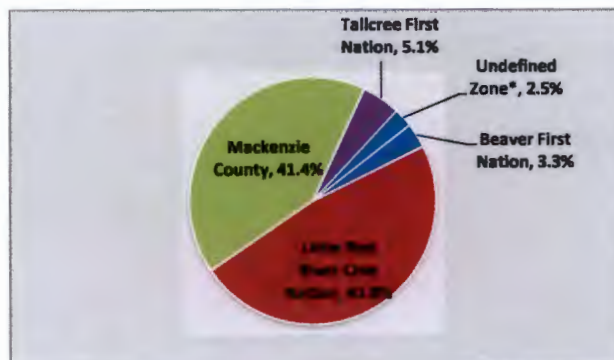
*Denotes where no zone was entered in PROS, just Fort Vermilion's location code (844)



JL

Stakeholder Breakdowns as % of Total - Fort Vermilion Detachment Crime Data - January - December 2017

Property Crime	Beaver First Nation	5.0%	Federal / Provincial Statutes	Beaver First Nation	2.9%
	Little Red River Cree Nation	58.1%		Little Red River Cree Nation	50.3%
	Mackenzie County	28.5%		Mackenzie County	40.2%
	Tallcree First Nation	6.5%		Tallcree First Nation	3.4%
	Undefined Zone*	1.9%		Undefined Zone*	3.2%
Persons Crime	Beaver First Nation	4.1%	Common Police Activities	Beaver First Nation	2.4%
	Little Red River Cree Nation	71.1%		Little Red River Cree Nation	26.1%
	Mackenzie County	14.5%		Mackenzie County	61.5%
	Tallcree First Nation	7.6%		Tallcree First Nation	8.1%
	Undefined Zone*	2.8%		Undefined Zone*	1.9%
Traffic	Beaver First Nation	1.8%	TOTALS	Beaver First Nation	3.3%
	Little Red River Cree Nation	33.3%		Little Red River Cree Nation	47.8%
	Mackenzie County	60.2%		Mackenzie County	41.4%
	Tallcree First Nation	1.6%		Tallcree First Nation	5.1%
	Undefined Zone*	3.1%		Undefined Zone*	2.5%
Drug Offences	Beaver First Nation	6.7%	Other Criminal Code Offence	Beaver First Nation	4.2%
	Little Red River Cree Nation	40.0%		Little Red River Cree Nation	52.1%
	Mackenzie County	53.3%		Mackenzie County	37.0%
	Tallcree First Nation	0.0%		Tallcree First Nation	6.7%
	Undefined Zone*	0.0%		Undefined Zone*	0.0%



*Denotes where no zone was entered in PROS, just Fort Vermilion's location code (844)

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Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	January 24, 2018
Presented By:	Byron Peters, Deputy Chief Administrative Officer
Title:	Fort Vermilion Community Streetscape Implementation Committee Meeting Minutes

BACKGROUND / PROPOSAL:

The unapproved minutes of the December 7, 2017 meeting are attached.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

SUSTAINABILITY PLAN:

COMMUNICATION:

RECOMMENDED ACTION:

- Simple Majority
 Requires 2/3
 Requires Unanimous

That the Fort Vermilion Community Streetscape Implementation Committee meeting minutes from December 7, 2017 be received for information.

Author: C Smith Reviewed by: _____ CAO: _____

MACKENZIE COUNTY
Fort Vermilion Streetscape Implementation Committee

Mackenzie County Office
Fort Vermilion, AB

Thursday, December 7, 2017 @ 6:00 p.m.

PRESENT:	Cameron Cardinal Erick Carter Danny Friesen Charles Laforge	Chair/Councillor/Committee Member Vice Chair/Committee Member Committee Member Committee Member
REGRETS:	Eric Jorgenson Lucille Labrecque Sara Schmidt	Councillor/Committee Member Committee Member Committee Member
ABSENT:	Dawn Moberly	Committee Member
ADMINISTRATION:	Andrew O'Rourke Caitlin Smith	Economic Development Officer Planner/Recording Secretary

MOTION

1. Call to Order

Cameron Cardinal called the meeting to order at 6:05 p.m.

2. Adoption of Agenda

FVSIC-17-12-008

MOVED by Charles Laforge

That the agenda be adopted with the following additions:

- 7.b) Light Poles
- 7.c) Painting Signs
- 7.d) Main Street Look Out and Clock Tower

CARRIED

3. Minutes

FVSIC-17-12-009

MOVED by Erick Carter

That the minutes of April 6, 2017 Fort Vermilion Streetscape Implementation Committee meeting be adopted as presented.

CARRIED

4. Elections

a.) Vice Chair

Cameron Cardinal called for nomination for the position of Vice Chair.

First Call: Charles Laforge nominated Erick Carter. Accepted.

Second Call: No further nominations.

Third Call: No further nominations.

FVSIC-17-12-010

MOVED by Danny Friesen

That the nominations cease for the position of Vice Chair.

CARRIED

Cameron Cardinal declared Erick Carter Vice Chair by acclamation.

5. Terms of Reference

FVSIC-17-12-011

MOVED by Charles Laforge

That the Terms of Reference be received for information.

CARRIED

6. 2017 Project Update

Caitlin Smith presented a project update and the current financial status. There should be approximately \$5000.00 to carry forward into 2018, depending on outstanding invoices. Council is expected to put \$25,000 towards the Fort Vermilion Streetscape Implementation budget.

The steel banners have been received and should be up before the new year. Public Works requires a 2 person bucket in order to put them up.

The existing look out deck railing will have inserts of the S.S. Peace River which has been designed by Larry Schartner,

ABCO. Once the inserts are designed the drawings will be sent to all committee members for comment. ABCO is willing to donate the finished product for the project.

7. 2018 Project Ideas

a.) Areas for Improvement

The committee discussed areas of improvement for the new year:

- Better communication between all committee members and administration
- Hold more meetings; at least 6
- Committee will make decisions as a whole
- Committee to apply for grant funding in the upcoming year

d.) Main Street Look-out Deck and Clock Tower

FVSIC-17-12-012

MOVED by Danny Friesen

That the Main Street Look-out Deck be constructed as shown in the Fort Vermilion Streetscape Design Plan and is the main priority of the committee and that the Old Bay House Look-out Deck be the second priority.

CARRIED

FVSIC-17-12-013

MOVED by Danny Friesen

That the Fort Vermilion Streetscape Implementation committee complete grant applications and that the committee commit to moving forward with the 2018 project plan with existing funds.

CARRIED

b.) Light Poles

Charles Laforge has purchased thirty (30) 16' light poles which can potentially be used to light the decks and walking trail.

The poles are \$30.00 and may be purchased for the use of the committee.

FVSIC-17-12-014

MOVED by Erick Carter

That the light pole discussion be received for information.

CARRIED

c.) Sign Painting

Danny Friesen would like to see that all the sign posts within the hamlet of Fort Vermilion be painted the same colour, preferably black.

Cameron Cardinal will follow up with Doug Munn, Director of Community Services to see if this can happen in the summer.

7. 2018 Project Ideas

The Fort Vermilion Streetscape Implementation committee is interested in potentially joining with the La Crete Streetscape Implementation committee in the purchase of some trees.

Andrew will do some research on the types of trees, maintenance and price.

FVSIC-17-12-015

MOVED by Erick Carter

That 10% of the Fort Vermilion Streetscape Implementation committee budget be allocated towards the purchase and planting of trees down Main Street (50th Street) in Fort Vermilion.

CARRIED

The Committee would also be interested in cleaning up the river bank through Fort Vermilion.

Andrew will look into the regulations of river bank maintenance and if there are any restrictions. Also, which government body is in charge of maintenance.

8. Meeting Dates

Thursday, January 18, 2018 @ 6:00 p.m.
Mackenzie County Office, Fort Vermilion, AB

9. Adjournment

FVSIC-17-12-016

MOVED by Danny Friesen

That the Fort Vermilion Streetscape Implementation Committee meeting be adjourned at 8:00 p.m.

CARRIED

These minutes were adopted this 18th day of January, 2018.

Cameron Cardinal, Chair

UNAPPROVED



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	January 24, 2018
Presented By:	Byron Peters, Acting Chief Administrative Officer
Title:	Municipal Planning Commission Meeting Minutes

BACKGROUND / PROPOSAL:

The minutes of the January 11, 2018 Municipal Planning Commission meeting are attached.

OPTIONS & BENEFITS:

N/A

COSTS & SOURCE OF FUNDING:

N/A

SUSTAINABILITY PLAN:

N/A

COMMUNICATION:

N/A

Author: B. Peters Reviewed by: _____ CAO: _____

RECOMMENDED ACTION:

- Simple Majority Requires 2/3 Requires Unanimous

That the Municipal Planning Commission meeting minutes of January 11, 2018 be received for information.

Author: B. Peters Reviewed by: _____ CAO: _____

**MACKENZIE COUNTY
Municipal Planning Commission Meeting**

**Mackenzie County Office
La Crete, AB**

Thursday, January 11, 2018 @ 10:00 a.m.

PRESENT: Erick Carter Chair, MPC Member
Jacquie Bateman Councillor, MPC Member (via teleconference)
David Driedger Councillor, MPC Member
Beth Kappelar MPC Member

REGRETS Jack Eccles Vice Chair, MPC Member

ADMINISTRATION: Byron Peters Deputy CAO
Caitlin Smith Planner
Lynda Washkevich Development Officer
Laura Braun Administrative Assistant/Recording Secretary

MEMBERS OF PUBLIC Barry Neufeld

MOTION 1. CALL TO ORDER

Erick Carter called the meeting to order at 9:58 a.m.

2. ADOPTION OF AGENDA

MPC-18-01-001 MOVED by Beth Kappelar

That the agenda be adopted as presented.

CARRIED

3. MINUTES

a) Adoption of Minutes

MPC-18-01-002 MOVED by Beth Kappelar

That the minutes of December 14, 2017 Municipal Planning Commission meeting be adopted as presented.

CARRIED

b) Business Arising from Previous Minutes

None

4. TERMS OF REFERENCE

For Information.

5. DEVELOPMENT

- a) 261-DP-17 A-1 Decking and Renovations
Home Based Business, Minor (Office)
Hamlet Residential 2 “H-R2”
Plan 072 0593, Block 19 (Unit 19 10706C-97th Avenue)**

MPC-18-01-003 MOVED by David Driedger

That Development Permit 261-DP-17 on Plan 072 0593, Block 19 in the name of A-1 Decking & Renovations be APPROVED with the following conditions:

Failure to comply with one or more of the attached conditions shall render this permit Null and Void

- 1. This development permit may be revoked at any time, if, in the opinion of the Development Authority, the Home Based Business Minor has become detrimental or otherwise incompatible with the amenities of the neighborhood.**
- 2. This development permit expires January 17, 2020. Should the Home Based Business Minor still be in operation, a new development permit will be required.**
- 3. At all times, the privacy of the adjacent dwellings shall be preserved and the Home Based Business shall not unduly offend the surrounding residents by way of excessive lighting, noise, traffic, congestion, late visitations by clients.**
- 4. The business shall be operated by the resident of the principal dwelling and may include one (1) non-resident employee.**
5. The Home Based Business shall not involve client and customer visits outside of the hours of 8:00 a.m. – 6:00 p.m.
6. The Municipality has assigned the following address to the noted property (**10706 – 97th Street Unit 19**). You are required to display the address (**10706-19**) 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. No construction or development is allowed on a right-of-way. It is the responsibility of the developer/owner/occupant to investigate the utility rights-of-way, if any, that exist on the property prior to commencement of any construction and to ensure that no construction or development is completed on any utility right-of-way.
8. Home Based Businesses are limited to one sign not exceeding 1.1 square meters (12 square feet) in area.
9. The sign shall not be placed within the Road Right of Way.
10. The site and sign shall be kept in a safe, clean, and tidy condition, or may be required to be renovated or removed.
11. The sign shall:
 - a. Not obstruct the orderly and safe flow of vehicular and pedestrian traffic,
 - b. Not unduly interfere with the amenities of the district,
 - c. Not materially interfere with or affect the use, enjoyment or value of neighbouring properties, and
 - d. Not create visual or aesthetic blight.
12. Illumination of any signs must not negatively affect, nor pose a safety hazard to, an adjacent site or street.
13. Wiring and conduits of any signs must be concealed from view.
14. The total site area (lot) shall have a positive surface drainage without adversely affecting the neighbouring properties.
15. The Developer shall at all times comply with all applicable Federal, Provincial and Municipal legislation and regulations and County Bylaws and resolutions relating to the development of the lands.

CARRIED

- b) **262-DP-17 La Crete Coop Ltd.
Bulk Fuel Storage & Distribution (Bulk Fuel Sales)
La Crete Main Street "LC-MS"
Plan 902 2145, Lot 21**

MPC-18-01-004 **MOVED** by Beth Kappelar

That Development Permit 262-DP-17 on Plan 902 2145,, Lot 21 in the name of La Crete Coop Ltd. be APPROVED with the following conditions:

Failure to comply with one or more of the attached conditions shall render this permit Null and Void.

1. **All conditions and regulation set out by Petroleum Tank Management of Alberta Association (PTMAA) are to be met to their specifications and standards. Copy of the approval from PTMAA must be submitted to Mackenzie County prior to operation. Failure to do so will render this permit Null and Void.**
2. **The developer must enter into a development agreement with Mackenzie County.**
3. **An Environmental Containment Plan shall be completed and a copy submitted to Mackenzie County prior to any construction. Failure to do so will render this permit Null and Void.**
4. Minimum building and Bulk Fuel station setbacks;
 - a. 9.1 meters (30 feet) from the front yard facing 100th Street, and
 - b. 3.1 meters (10 feet), from the rear (East) yard.
5. **This permit approval is subject to the access to the property being constructed to County standards.** PRIOR to installation of a new access or changing location of existing access, complete a Request for Access form by contacting the Operational Services Department for Mackenzie County at 780-928-3983. **Access to be constructed to Mackenzie County standards and paved at the developers' expense.**
6. **The developer must enter into a road use and/or road upgrade agreement with Mackenzie County, and all reasonable efforts shall be taken to ensure that all transporting/hauling traffic will access the site via the designated Mackenzie County truck route.**
7. The architecture, construction materials and appearance of buildings and other structures shall be to accepted standards.
8. **The exterior yards shall be landscaped to the satisfaction of the Development Authority. Landscaped strips are required between the fuel pumps or tanks and the right of way (100 Street & 101 Street). The landscaped strips shall be a minimum of 3.1 m in width and consist of a combination of grass, shrubs and trees.**
9. The property must at all times be kept in a neat and orderly fashion.
10. Provide adequate clear signage locating exits, entrance and parking, as required by the Development Authority.

11. The municipality has assigned the following address to the noted property **10502-100th Street**. You are required to display the address (**10502**) 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.
- 12. The Developer shall at all times comply with all applicable Federal, Provincial and Municipal legislation and regulations and County Bylaws and resolutions relating to the development of the lands.**
13. This permit may be revoked at any time if, in the opinion of the Development Officer, the proposed development has become detrimental, unsightly or otherwise incompatible with the amenities of the neighbourhood.
14. The developer shall provide the municipality with a site drainage and surface water management plan that outlines the following:
 - a. Erosion prevention systems, as required
 - b. Direction of site drainage
 - c. Petroleum spill containment and or separation system
15. All sewage disposal systems to be in conformance with the Alberta Private Sewage Systems Standard of Practice 2015.
16. No construction or development is allowed on or in a right-of-way. It is the responsibility of the developer/owner/occupant to investigate the utility rights-of-way, if any, that exist on the property prior to commencement of any construction and to ensure that no construction or development is completed on any utility right-of-way.
17. The sign shall be located a minimum of:
 - a. 20 meters from regulatory signs, and
 - b. Not less than 7 meters and not more than 10 meters from the curb/sidewalk.
18. The sign shall be a minimum of 2 meters in height from the bottom of the sign above the curb/sidewalk.
19. The sign and sign shall be kept in a safe, clean, and tidy condition, or may be required to be renovated or removed.
20. The sign shall:
 - a. Not obstruct the orderly and safe flow of vehicular and pedestrian traffic,
 - b. Not unduly interfere with the amenities of the district,
 - c. Not materially interfere with or affect the use, enjoyment or value of neighbouring properties, and

- d. Not create visual or aesthetic blight.

21. The total site area shall have a positive surface drainage without adversely affecting the neighbouring properties.

CARRIED

6. SUBDIVISION

- a) **11-SUB-17 Agatha Peters
Time Extension (Tompkins Area)
NW 18-104-18-W5M**

MPC-18-01-005 MOVED by David Driedger

That a one (1) year time extension for Subdivision Application 11-SUB-17 in the name of Agatha Peters on NW 18-104-18-W5M be GRANTED to expire on April 20, 2019.

CARRIED

- b) **15-SUB-16 Norwood Transport Ltd.
Time Extension (La Crete Rural)
Plan 962 1721, Block 18, Lots 8 & 9**

MPC-18-01-006 MOVED by Beth Kappelar

That a one (1) year time extension for boundary adjustment application 15-SUB-16 in the name of Norwood Transport Ltd. on Plan 962 1721, Block 18, Lot 8 & 9 be GRANTED to expire on January 11, 2019.

CARRIED

- c) **30-SUB-17 David and Susan Hiebert
10.06 acre Subdivision (Savage Prairie)
NE 35-104-14-W5M**

MPC-18-01-007 MOVED by Beth Kappelar

That Subdivision Application 30-SUB-17 in the name of David and Susan Hiebert on NE 35-104-14-W5M be APPROVED with the following conditions:

- 1. This approval is for a **TYPE B** subdivision, 10.06 acres (4.07 hectares) in size.

2. Applicant/developer shall enter into and abide by a Development Agreement with the Mackenzie County which shall contain, but is not limited to:
 - a) Prior to any development on the proposed subdivision, the developer shall obtain a development permit from the Municipality.
 - b) Provision of a road and access to both the subdivision and the balance of the lands in accordance with Mackenzie County standards at the developer's expense.
 - c) All sewage disposals shall conform to the Alberta Private Sewage Systems Standard of Practice 2015.
 - d) **Provision of a storm water management plan. Contact Planning and Development staff at 780-928-3983 to discuss the requirements for your subdivision.**
 - e) Any outstanding property taxes are to be paid on the land proposed to be subdivided prior to registration.
 - f) Provision of utility right-of-way as required by ATCO Electric, Telus and Northern Lights Gas and others.
 - g) Provision of and negotiations for utility rights-of-way and/or easements as required by utility companies. The Developer shall be responsible for any line relocation or correction costs that occur as a result of this development. Responses from utilities companies are shown in Schedule "C" hereto attached.
 - h) **Mackenzie County shall not be held liable for any concerns, issues or damages related to and/or resulting from the water tables and any other water problems as a result of any low land levels of the proposed development. It is the responsibility of the developer to ensure that adequate drainage and other precautions are taken to avoid water seepage into the dwellings/basement and/or flooding of the basement, and/or any ancillary buildings.**

CARRIED

MPC-18-01-008 **MOVED** by Jacquie Bateman

That administration has discussions with local utility companies in regards to the ability to continue servicing new development.

CARRIED

7. MISCELLANEOUS ITEMS

- a) **Bylaw 1088-18 Timberbound Construction Ltd.
Land Use Bylaw Amendment
Plan 872 2339, Block 17, Lot 3 and
Part of Plan 872 2339, Block 17, Lot 2**

MPC-18-01-009 MOVED by Beth Kappelar

That the Municipal Planning Commission recommend to Council to approve Bylaw 1088-18 being a Land Use Bylaw Amendment to rezone Plan 872 2339, Block 17, Lot 3 and part of Plan 872 2339, Block 17, Lot 2 from La Crete Heavy Industrial "LC-HI" to La Crete Highway Commercial "LC-HC" to accommodate the use of automotive sales and rental, subject to public hearing input.

CARRIED

- b) **SDAB RECOMMENDATION**

MPC-18-01-010 MOVED by Beth Kappelar

That the Municipal Planning Commission recommend that the Planning & Development Administration continue with the current notification process in regards to discretionary permits, as they meet the Municipal Government Act requirement.

CARRIED

8. IN CAMERA

None.

9. MEETING DATES

- ❖ Thursday, January 25, 2018 @ 10:00 a.m. in Fort Vermilion
- ❖ Thursday, February 8, 2018 @ 10:00 a.m. in La Crete
- ❖ Wednesday, February 28, 2018 @ 9:00 a.m. in Fort Vermilion
- ❖ Thursday, March 15, 2018 @ 10:00 a.m. in La Crete
- ❖ Thursday, March 29, 2018 @ 10:00 a.m. in Fort Vermilion

10. ADJOURNMENT

MPC-18-01-011 MOVED by David Driedger

That the Municipal Planning Commission Meeting be adjourned at 10:47

a.m.

CARRIED

These minutes were adopted this 25th day of January, 2018.

Chair, Erick Carter



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	January 24, 2018
Presented By:	Don Roberts, Zama Site Manager
Title:	TENDERS Zama City Fire Smart Program

BACKGROUND / PROPOSAL:

In 2017 Mackenzie County was approved for funding from Forest Resource Improvement Association of Alberta (FRIAA).

Administration is in the process of requesting quotes and awarding the contract for the Hutch Lake Mitigation Study as per the purchasing policy.

Administration has prepared and advertised a tender for the Zama City Firesmart Program. Due to the similarity of work being conducted, this tender included both Zama City Fire Guard Maintenance and Zama City Vegetation Management – Mulching but in three different schedules.

OPTIONS & BENEFITS:

Forestry and Mackenzie County has completed a considerable amount of vegetation management within the past 5 years in and around the hamlet and this would complement efforts and give a first line of defense from forest fires.

The awarding of the contract will be graded on the following:

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

Author: _____ **D. Roberts** _____ **Reviewed by:** _____ **CAO:** _____

COSTS & SOURCE OF FUNDING:

Project Name	FRIAA Ref. #	Approved Funding
Mitigation Study - Hutch Lake	FFP 17-26	\$14,000
Zama City Fire Guard Maintenance	FFP 17-27	\$186,000
Zama City Vegetation Management - Mulching	FFP 17-28	\$154,960

SUSTAINABILITY PLAN:

This item relates to the County’s Sustainability Plan under Environmental Sustainability G4. Zama City Development Plan

COMMUNICATION:

- ECHO Pioneer
- Social media
- Big Deal Bulletin

RECOMMENDED ACTION:

Motion 1

- Simple Majority Requires 2/3 Requires Unanimous

That the Zama City Fire Smart Program tenders be opened.

Motion 2

- Simple Majority Requires 2/3 Requires Unanimous

That Administration review all opened tenders for the Zama City Fire Smart Program, with respect to cost and qualification as per the tender matrix, and return with a recommendation to Council later in the meeting.

Motion 3

- Simple Majority Requires 2/3 Requires Unanimous

That the Zama City Fire Smart Program be awarded to the best qualified bidder.

Author: D. Roberts **Reviewed by:** _____ **CAO:** _____



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	January 24, 2018
Presented By:	Byron Peters, Deputy Chief Administrative Officer
Title:	PUBLIC HEARING Bylaw 1088-18 Land Use Bylaw Amendment to Rezone Plan 872 2339, Block 17, Lot 3 and Part of Plan 872 2339, Block 17, Lot 2 from La Crete Heavy Industrial “LC-HI” to La Crete Highway Commercial “LC-HC” (La Crete)

BACKGROUND / PROPOSAL:

Mackenzie County has received a request to rezone Plan 872 2339, Block 17, Lot 3 and the north half of Plan 872 2339, Block 17, Lot 2 from La Crete Heavy Industrial “LC-HI” to La Crete Highway Commercial “LC-HC” to accommodate the use of Automotive Sales and Rental.

AUTOMOTIVE SALES AND RENTAL means a development used for the retail sale, rental or lease of new or used automobiles, RECREATIONAL VEHICLES and motorcycles, together with incidental maintenance services and sale of parts.

The applicant will be selling their shop and lots to be used as a Recreational Vehicle Repair and Sales Dealership, if approved.

The location of this proposed rezoning is in the industrial area of La Crete at 9501 – 99th Street and 9601 – 99th Street. The subject lots are currently vacant with a shop on site. The lot was once used as Timberbound’s main office and equipment yard site.

The current zoning, “LC-HI” does not have Automotive Sales and Rental as a use considering that the intension of the district is for heavy industrial uses such as bulk fuel and manufacturing; therefore the applicant must rezone to the appropriate zoning district for the proposed commercial use.

This item was presented to the Municipal Planning Commission on January 11, 2018 and the following motion was made:

Author: C Smith **Reviewed by:** B Peters **CAO** _____

MPC-18-01-009 MOVED by Beth Kappelar

That the Municipal Planning Commission recommend to Council to approve Bylaw 1088-18 being a Land Use Bylaw Amendment to rezone Plan 872 2339, Block 17, Lot 3 and part of Plan 872 2339, Block 17, Lot 2 from La Crete Heavy Industrial “LC-HI” to La Crete Highway Commercial “LC-HC” to accommodate the use of automotive sales and rental, subject to public hearing input.

CARRIED

First reading of the Bylaw was given by Council on January 9, 2018.

OPTIONS & BENEFITS:

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

COSTS & SOURCE OF FUNDING:

All costs will be borne by the applicant.

SUSTAINABILITY PLAN:

The Sustainability Plan does not directly address re-zoning of districts within the County. As such, the proposed re-zoning neither supports nor contradicts the Sustainability Plan.

COMMUNICATION:

The bylaw amendment has been advertised as per MGA requirements, including all adjacent landowners. The applicant also displayed a rezoning notification sign on their property as per Mackenzie County Land Use Bylaw regulation.

RECOMMENDED ACTION:

Motion 1

Simple Majority Requires 2/3 Requires Unanimous

That second reading be given to Bylaw 1088-18 being a Land Use Bylaw Amendment to rezone Plan 872 2339, Block 17, Lot 3 and part of Plan 872 2339, Block 17, Lot 2

Author: C Smith **Reviewed by:** B Peters **CAO** _____

from La Crete Heavy Industrial "LC-HI" to La Crete Highway Commercial "LC-HC" to accommodate the use of automotive sales and rental.

Motion 2

Simple Majority Requires 2/3 Requires Unanimous

That third reading be given to Bylaw 1088-18 being a Land Use Bylaw Amendment to rezone Plan 872 2339, Block 17, Lot 3 and part of Plan 872 2339, Block 17, Lot 2 from La Crete Heavy Industrial "LC-HI" to La Crete Highway Commercial "LC-HC" to accommodate the use of automotive sales and rental.

Author: C Smith **Reviewed by:** B Peters **CAO** _____

Mackenzie County

PUBLIC HEARING FOR LAND USE BYLAW AMENDMENT

BYLAW 1088-18

Order of Presentation

_____ This Public Hearing will now come to order at _____.

_____ Was the Public Hearing properly advertised?

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

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

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

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

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

_____ This Hearing is now closed at _____.

REMARKS/COMMENTS:

BYLAW NO. 1088-18
BEING A BYLAW OF
MACKENZIE COUNTY
IN THE PROVINCE OF ALBERTA

TO AMEND THE
MACKENZIE COUNTY LAND USE BYLAW

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

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

WHEREAS, the Council of Mackenzie County, in the Province of Alberta, has deemed it desirable to amend the Mackenzie County Land Use Bylaw to accommodate the use of Automotive Sales and Rental.

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 872 2339, Block 17, Lot 3 and Part of Plan 872 2339, Block 17, Lot 2

within the hamlet of La Crete, be rezoned from La Crete Heavy Industrial "LC-HI" to La Crete Highway Commercial "LC-HC" as outlined in Schedule "A" hereto attached.

READ a first time this 9th day of January, 2018.

PUBLIC HEARING held this ___ day of _____, 2018.

READ a second time this ___ day of _____, 2018.

READ a third time and finally passed this ___ day of _____, 2018.

Peter F Braun
Reeve

Len Racher
Chief Administrative Officer

BYLAW No. 1088-18

SCHEDULE "A"

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

Plan 872 2339, Block 17, Lot 3 and Part of Plan 872 2339, Block 17, Lot 2 within the hamlet of La Crete, be rezoned from La Crete Heavy Industrial "LC-HI" to La Crete Highway Commercial "LC-HC" as outlined in Schedule "A" hereto attached.



FROM: La Crete Heavy Industrial "LC-HI"

TO: La Crete Highway Commercial "LC-HC"



LAND USE BYLAW AMENDMENT APPLICATION

APPLICATION NO. _____

NAME OF APPLICANT <i>Timberbound Construction LTD</i>		
ADDRESS <i>Box 610</i>		
TOWN <i>La Crete AB.</i>		
POSTAL CODE <i>T0N 2H0</i>	PHONE (RES.)	BUS. <i>780 926 6537</i>

COMPLETE IF DIFFERENT FROM APPLICANT

NAME OF REGISTER OWNER <i>Timberbound</i>		
ADDRESS		
TOWN		
POSTAL CODE	PHONE (RES.)	BUS.

LEGAL DESCRIPTION OF THE LAND AFFECTED BY THE PROPOSED AMENDMENT

QTR./LS.	SEC.	TWP.	RANGE	M.	OR	PLAN <i>8722339</i>	BLK <i>17</i>	LOT <i>3</i>
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LAND USE CLASSIFICATION AMENDMENT PROPOSED:

FROM: *La Crete Heavy Industrial* TO: *La Crete Highway Commercial*

REASONS SUPPORTING PROPOSED AMENDMENT:

We want to turn the shop and property into an R.V. Repair + Sales dealership

I/WE HAVE ENCLOSED THE REQUIRED APPLICATION FEE OF \$ *400.00* RECEIPT NO. *224224*

APPLICANT *[Signature]* DATE _____

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

REGISTERED OWNER *[Signature]* DATE *Dec 7 2017*

BYLAW AMENDMENT APPLICATION



NOT TO SCALE

File No. Bylaw 1088-18

Disclaimer

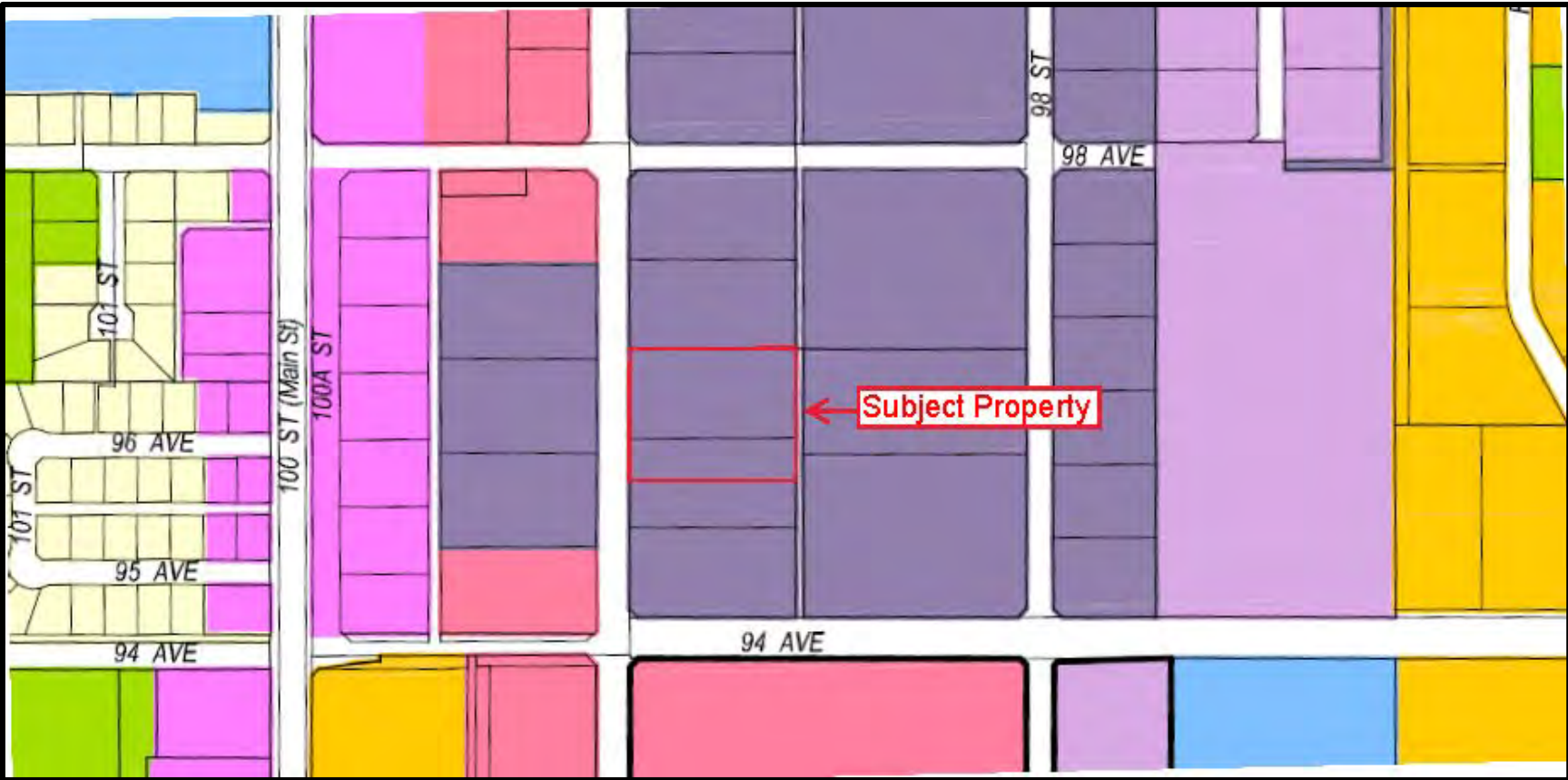
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Mackenzie County

BYLAW AMENDMENT APPLICATION



File No. Bylaw 1088-18

NOT TO SCALE

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Mackenzie County



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	January 24, 2018
Presented By:	Carol Gabriel, Director of Legislative & Support Services
Title:	Bylaw 1087-18 Subdivision & Development Appeal Board

BACKGROUND / PROPOSAL:

Following the hearing held on December 19, 2017, the Subdivision & Development Appeal Board provided a recommendation to the Development Authority that the fees from all appellants be recommended for refund due to them attending the hearing and that the Fee Schedule Bylaw be amended similar to the Assessment Review Board Bylaw.

The Assessment Review Board Bylaw allows for the following refund of fees:

REFUND OF FEES

15. If the Assessment Review Board decides in favour of the complainant, the fees paid by the complainant shall be refunded.
16. If the Complainant withdraws the complaint in writing and is received by the Clerk on or before the seventh (7th) day prior to the scheduled Assessment Review Board hearing, the fees paid by the Complainant shall be refunded.
17. If the Complainant attends the Assessment Review Board hearing at the time scheduled for the Board to hear the complaint, the fees paid by the Complainant shall be refunded regardless of the decision made by the Board.

Currently the County's Fee Schedule Bylaw allows for a refund of fees only when the applicant is successful in their appeal.

Subdivision and Development Appeal (refundable if appeal is successful)	\$250.00	N/A
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Author: _____ **Reviewed by:** _____ **CAO:** _____

The following changes to the Subdivision & Development Appeal Board Bylaw were recommended and subsequently first and second reading was given on January 9, 2018.

15. APPEAL FEES

- a) Appellants may be charged an appeal fee to cover the costs associated with a subdivision or development appeal. The appeal fee may be fixed from time to time by resolution of Council according to the Fee Schedule Bylaw.
- b) If the Subdivision & Development Appeal Board decides in favour of the appellant, the fees paid by the appellant shall be refunded.
- c) If the Appellant attends the Subdivision & Development Appeal Board hearing at the time scheduled for the Board to hear the appeal, the fees paid by the Appellant shall be refunded regardless of the decision made by the Board.

Administration is recommending third and final reading at this meeting.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

SUSTAINABILITY PLAN:

COMMUNICATION:

Mackenzie County Bylaws are available to the public through our website.

RECOMMENDED ACTION:

- Simple Majority Requires 2/3 Requires Unanimous

That third reading be given to Bylaw 1087-18 being the Subdivision and Development Appeal Board for Mackenzie County.

Author: C. Gabriel Reviewed by: _____ CAO: _____

BYLAW NO. 1087-18
BEING A BYLAW OF
MACKENZIE COUNTY
IN THE PROVINCE OF ALBERTA
TO ESTABLISH THE
SUBDIVISION AND DEVELOPMENT APPEAL BOARD

WHEREAS, pursuant to the provisions of the *Municipal Government Act*, Revised Statutes of Alberta, 2000, Chapter M-26 and amendments thereto, Section 624, Council may establish a Development Authority, and

WHEREAS, pursuant to the provisions of the *Municipal Government Act*, Revised Statutes of Alberta, 2000, Chapter M-26 and amendments thereto, Section 627, Council may establish a Subdivision and Development Appeal Board, and

WHEREAS the Council of Mackenzie County in the Province of Alberta, has deemed it necessary to define the function of a Subdivision and Development Appeal Board, as it relates to the appeal process.

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

1. TITLE

- a) This Bylaw shall be cited as the Subdivision and Appeal Board Bylaw.

2. DEFINITIONS

In the Bylaw:

- a) **“Act”** - means the *Municipal Government Act* Revised Statutes of Alberta, 2000, Chapter M-26 and amendments thereto.
- b) **“Appellant”** - means the person who has served written notice of an appeal to the Secretary of the Board from a decision, order or development permit issued by the Development Authority or a notice of decision issued by the subdivision approving authority.
- c) **“Board”** - means the Appeal Board established pursuant to this Bylaw.
- d) **“Chairman”** – means a Member of the Board who is appointed to preside over a hearing in accordance with this bylaw.

- e) **“Council”** - means the Mackenzie County Council.
- f) **“Members at Large”** - are Members of the Board who are not Councillors of the Municipality.
- g) **“Municipality”** - means the municipal corporation of Mackenzie County.
- h) **“Secretary”** - means the person appointed by Council to act as Secretary of the Board.
- i) **“Subdivision Approving Authority”** - is the authority appointed by Council to decide applications for subdivision.
- j) All other terms used in this Bylaw shall have the meaning assigned to them by the Act.

3. ESTABLISHMENT

- a) The Board is hereby established.
- b) The Members of the Board are hereby considered “authorized persons.”

4. DUTIES

The Board shall:

- a) Decide upon all appeals referred to it by the Secretary of the Board, including an:
 - i) appeal of a development permit decision issued by the development authority;
 - ii) appeal of a stop order issued by the development authority; and
 - iii) appeal of a notice of decision for subdivision issued by the development authority.
- b) Perform other such duties as described or implied in this Bylaw or as may be assigned to it by Council.

5. MEMBERSHIP

- a) The Membership of the Board shall consist of:
 - i) two (2) Members of Council, of which one (1) will sit on the Board at any one hearing;

- ii) five (5) Members at Large, of which two (2) will sit on the Board at any one hearing.
- b) Members of the Board shall be appointed annually by resolution of Council at the Organizational Meeting held in October.
- c) All members of the Board will hold office for a one year term.
- d) Notwithstanding, Clause 5. c), a person may be reappointed upon expiration of their term.
- e) No person who is an employee of Mackenzie County or a member of the Municipal Planning Commission shall be appointed to the Board by Council, subject to the provisions of this Bylaw.
- f) A Member of Council's appointment to the Board terminates upon that person ceasing to be a Member of Council or otherwise ineligible to serve as a Member of the Board, subject to the provisions of this Bylaw.
- g) Where a Board position is left vacant for any reason, Council may appoint a replacement for the remainder of that term.
- h) If a Member has any pecuniary interest, whether direct or indirect, in any matter before the Board, the Member shall declare such interest to the Board before discussion of the matter, and shall not participate in the hearing, or discuss or vote upon the matter, and such abstention shall be recorded in the minutes.
- i) Members may not participate in a hearing of the Board unless the member has successfully completed a training program set or approved by the Minister.

6. QUORUM

- a) Three (3) Members of the Board where Members of Council do not form the majority constitute a quorum.

7. CHAIRMAN

- a) The Members of the Board shall elect one of themselves as Chairman and one of themselves as Vice-Chairman at the commencement of each Hearing.

8. ABSENT BOARD MEMBERS

- a) A Member of the Board who is for any reason unable to attend the whole or part of an appeal, shall not participate in the deliberations or decision by the Board upon that appeal.

- b) In the event of the absence or inability of the Chairman of the Board to act as Chairman, the Vice-Chairman of the Board shall act as Chairman. In the event of the Chairman and Vice-Chairman being absent or unable to act as Chairman, the remaining Members will elect a Chairman from amongst themselves.

9. SIGNING AUTHORITY

- a) An order, decision, approval, notice or other things made, given or issued by the Board may be signed on its behalf by its Chairman, Vice-Chairman or a Member elected to act as Chairman.
- b) An officer appointed by Council may sign on behalf of the Board.

10. SECRETARY OF THE BOARD

- a) The Council shall appoint a Secretary to the Board who may be an employee of the municipality.

The Secretary shall:

- b) attend all meetings and hearings of the Board, but shall not vote on any matters before the Board.
- c) perform such functions as may be necessary to ensure that the Board is in full compliance with its duties under the Act and this Bylaw.
- d) attend all meetings of the Board and shall keep the following records with respect thereto:
 - i) the minutes of all meetings and hearings;
 - ii) all applications;
 - iii) records of all notices of hearings and of persons to whom they were sent;
 - iv) copies of all written representations to the Board;
 - v) notes as to each representation;
 - vi) the names and addresses of those making representations at the hearing;
 - vii) the decision of the Board;
 - viii) the reasons for the decision of the Board;
 - ix) the vote of the Members of the Board on the decision;
 - x) records of all notices of decision and of persons to whom they were sent;
 - xi) all notices, decisions and orders made on appeal from the decisions of the

Board, and

- xii) such other matters as the Board may direct or the Secretary may determine.
- e) notify all Members of the Board of the arrangements for the holding of each hearing and other meetings of the Board.
- f) make available for public inspection before the commencement of the public hearing, all relevant documents and materials respecting the appeal including:
 - i) all applications, notices, stop orders, and decisions related to the appeal, and
 - ii) written notice of appeal from individuals who believe that they are affected by the decision, order, or notice.

11. PUBLIC HEARING

- a) The hearing of the appeal pursuant to the Act shall be held in public and all persons who wish to attend shall be entitled to do so.
- b) The Board shall meet for the hearing of appeals as frequently as is necessary, and in any event within thirty (30) days of receipt of a notice of appeal duly filed pursuant to the Act.

12. SPECIAL MEETING

- a) Upon receipt of a notice of appeal duly filed pursuant to the provisions of the Act, and of this Bylaw, the Secretary may convene a special meeting of the Board to consider what persons are affected by the appeal and should be notified thereof. Such a meeting shall be called not less than six days prior to the date of the public hearing by the Secretary of the Board. The Board is allowed to hold a special meeting to:
 - i) Determine who should be notified of the Board hearing, and
 - ii) Determine if any Members of the Board are unable to attend the hearing due to absence or pecuniary interest.

13. DECISIONS

- a) The Board shall issue its decision upon an appeal in writing together with reasons for the decision pursuant to the provisions of the Act.
- b) The decision of the majority of the Members of the Board present at a meeting duly convened is deemed to be the decision of the whole Board.

- c) In the event of a tie vote, the appeal is defeated.
- d) The decision is not final and binding until the decision has been signed and given in writing in accordance with the Act.

14. PROVINCE OF ALBERTA APPEAL PROCEDURE

- a) The Secretary shall keep on file all notices of applications made for leave to appeal to the Court of Appeal from decisions of the Board issued pursuant to the Act.

15. APPEAL FEES

- a) Appellants may be charged an appeal fee to cover the costs associated with a subdivision or development appeal. The appeal fee may be fixed from time to time by resolution of Council according to the Fee Schedule Bylaw.
- b) If the Subdivision & Development Appeal Board decides in favour of the appellant, the fees paid by the appellant shall be refunded.
- c) If the Appellant attends the Subdivision & Development Appeal Board hearing at the time scheduled for the Board to hear the appeal, the fees paid by the Appellant shall be refunded regardless of the decision made by the Board.

16. REMUNERATION & TRAVEL EXPENSES

- a) Members shall be compensated according to the Honorariums and Expense Reimbursement Bylaw in effect for Mackenzie County.

17. EFFECTIVE DATE AND REPEAL OF BYLAW

- a) That Bylaw 1034-16 and all amendments thereto are hereby repealed.
- b) The adoption of this bylaw is effective upon the date of the passing of the third and final reading thereof.

READ a first time this 9th day of January, 2018.

READ a second time this 9th day of January, 2018.

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

Peter F. Braun
Reeve

Len Racher
Chief Administrative Officer



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	January 24, 2018
Presented By:	Len Racher, Chief Administrative Officer
Title:	Meetings with Ministers – AAMDC Spring Convention

BACKGROUND / PROPOSAL:

The Alberta Association of Municipal Districts & Counties (AAMDC) spring convention is coming up in March. Discussion is required regarding which Minister meetings should be set up and the topics for discussion at each meeting.

The following topics were recommended for the fall 2017 meetings. Meetings were held with Alberta Transportation staff, Minister of Health, Minister of Agriculture & Forestry, and the Minister of Municipal Affairs.

Minister of Transportation

- P3 Road Project
- High Load Corridor (Highway 88)
- La Crete Ferry
- Bridge File/Roads to New Lands
- Update on Highway 697 Widening
- Update on Turning Lane at Ponton River (west side)/Highway 58 East Overlay
- Update on Highway 58 West – BC Connector
- Update on G7G Railway

Minister of Health

- Dialysis
- Maternity Services
- Chemotherapy
- Emergency Medical Services
- High Level Seniors Lodge
- Workers Compensation Referral Locations

Minister of Agriculture & Forestry

- Farmland Expansion – Green Zone-White Zone
- Bovine Tuberculosis
- Grazing Leases
- Roads to New Lands
- G7G Railway

Alberta Environment & Parks

- Commercial Fishing
- Recreation and Campgrounds
- Grazing Leases
- Land Use Framework Update

Minister of Municipal Affairs

- Municipal Census
- Rural Water
- Natural Gas and Power Shortages

Minister of Economic Development and Trade

- Natural Gas and Power Shortages
- G7G Railway
- Farmland Expansion
- Assessment Decline

Author: C. Gabriel **Reviewed by:** CG **CAO:** _____

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

SUSTAINABILITY PLAN:

COMMUNICATION:

RECOMMENDED ACTION:

- Simple Majority Requires 2/3 Requires Unanimous

That administration setup meetings with the following Ministers during the Alberta Association of Municipal Districts & Counties (AAMDC) spring convention in March 2018 in Edmonton.

Author: _____ Reviewed by: _____ CAO: _____



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	January 24, 2018
Presented By:	Len Racher, Chief Administrative Officer
Title:	AAMDC Spring Resolutions

BACKGROUND / PROPOSAL:

The Alberta Association of Municipal Districts & Counties (AAMDC) spring convention is coming up in March. The deadline for the submission of Resolutions is February 5th in order for it to be reviewed at the District 4 meeting which is being held on February 9th.

Resolutions must be endorsed by Council.

Discussion is required regarding any potential issues that Council would like to bring forward in the form of a Resolution that would not be a duplicate resolution already on file. See attached for the AAMDC Resolution Process.

The Resolutions Database contains all current and past resolutions as well as emergent issues. The database is found at www.aamdc.com/advocacy/resolutions-resources/resolutions

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

SUSTAINABILITY PLAN:

Author: C. Gabriel Reviewed by: _____ CAO: _____

COMMUNICATION:

RECOMMENDED ACTION:

Simple Majority

Requires 2/3

Requires Unanimous

For discussion.

Author: C. Gabriel Reviewed by: _____ CAO: _____

District-Endorsed Resolutions Update – Districts 3 and 5

As part of the AAMDC's [resolution process](#), municipalities are encouraged to submit resolutions to their districts for discussion and endorsement prior to forwarding them to the AAMDC for inclusion on the resolution agenda at each convention. To assist municipalities in avoiding resolutions that duplicate those endorsed in other districts, the AAMDC will provide the name and sponsoring municipality of resolutions endorsed at district meetings on a weekly basis as district meetings occur. Over the past week, District 3 (Pembina River) and District 5 (Edmonton East) held district meetings. The following resolutions were endorsed:

District 3

- Support for Continuation of Provincial Grant Funding from Alberta Agriculture and Forestry to Alberta Agricultural Societies – Sponsored by Lac Ste. Anne County
- Standards for Buildings Contaminated by Fentanyl and Carfentanil – Sponsored by Sturgeon County

District 5

- Increase Crown Prosecutor Staffing Levels for Rural Municipalities – Sponsored by County of St. Paul

Members are also encouraged to search the AAMDC's [Resolutions Database](#) for active resolutions prior to submitting a new resolution.

Enquiries may be directed to:

Wyatt Skovron
Policy Analyst
780.955.4096

Tasha Blumenthal
Director, Advocacy & Communications
780.955.4094

BRD-2017-06-3: AAMDC Resolution Process
Date Approved: June 15, 2017

Next Review Date: June 2019

Purpose: The purpose of this policy is to formalize the parameters involved for the resolution process used by the AAMDC. It includes aspects of the resolution process including oversight, guidelines, resolution types, writing and submission guidelines, the resolution session and the handling of endorsed resolutions.

Policy Statement: As a method of deriving member direction, the resolution process is fundamental to informing the AAMDC's advocacy priorities. As such, this policy formalizes all aspects of the resolution process to provide clarity and consistency.

A. Resolution Oversight

1. The board shall establish a Resolutions Committee that comprises the five district chairs, or appointed designates, and is chaired by a board representative. The AAMDC Vice President shall be offered first right of refusal to chair the Resolutions Committee. Should the Vice President choose not to chair the resolution committee, another board member will be appointed by the President. The board representative is determined at the AAMDC board organizational meeting.
2. Each district shall appoint a committee member and an alternate and notify the AAMDC of appointments on an annual basis. Districts may amend committee members as needed when extraordinary circumstances arise.
3. The AAMDC will provide annual training on the resolutions policy for all committee members.
4. A parliamentarian shall be engaged to support the chair during the Resolutions Session. The parliamentarian shall be appointed by the AAMDC Board of Directors or the Resolutions Committee on an annual basis.
5. The Resolutions Committee shall have power to rank the resolutions per their relative importance thus determining the order paper.
6. The AAMDC and/or Resolutions Committee may, in consultation with the sponsoring municipality(ies):
 - a. Amend the grammar, wording or format of the resolution provided it does not change the intent,
 - b. Provide comments on each resolution with regards to its background,
 - c. Consolidate resolutions of similar intent or subject matter and notify sponsoring municipalities of the consolidation,
 - d. Inform the sponsoring municipality(ies) where the resolution will materially change or contradict a current AAMDC position,

- e. Notify the sponsoring municipality(ies) of any deficiencies in meeting the guidelines of resolutions as outlined in this policy, and
- f. Refer district-endorsed or individual resolutions that duplicate the requests made in an active resolution(s) either directly or indirectly back to the resolution sponsor.

B. Resolution Writing Guidelines

1. Resolutions must include a title, preamble (whereas), operative clause (therefore be it resolved) and member background and shall be in the form:

WHEREAS ...; and
 WHEREAS ...;
 THEREFORE, BE IT RESOLVED that the Alberta Association of Municipal Districts and Counties...
 Member Background

2. Resolutions must address a topic of concern that is relevant to municipalities on a provincial or federal basis.
3. The title must provide a clear indication of the resolution’s intent.
4. The preamble must provide clear, brief, factual context for the operative clause.
5. The operative clause must clearly set out what the resolution is meant to achieve and indicate a proposal for action. The wording should be straightforward and brief so that the intent of the resolution is clear. Resolutions requesting legislative changes must clearly identify the legislation that the resolution is directing changes to.
6. Resolutions must be accompanied by background information outlining the following where appropriate:
 - a. The history of the issue,
 - b. Issue impacts, noting the provincial and/or federal impacts of the issue, where applicable,
 - c. Past or current advocacy efforts by the AAMDC or other organizations,
 - d. Recent incidents or developments,
 - e. Specific legislation linkages, and
 - f. Other stakeholders with a vested interest.

C. Resolution Submission Guidelines

1. Resolutions may be submitted for consideration at the convention by:
 - a. A group of full members (AAMDC districts, see section D.1)
 - b. A full member (individual municipality, see section D.2)
 - c. The Board of Directors (see section D.3)
2. Resolutions must be approved by a motion of the council(s) of the sponsoring municipality(ies) or by the AAMDC Board of Directors, in the event of board-endorsed resolutions.

3. Resolutions must be received by the AAMDC at least four (4) weeks prior to each convention.
4. Resolutions and supporting member background must be submitted electronically in Microsoft Word by the resolutions deadline.

D. Resolution Types

1. District-endorsed resolutions are those submitted by a full member or group of full members through their respective district-approved process, provided it receives endorsement at a duly constituted district meeting.
2. Individual resolutions are those submitted by a full member or group of full members directly to the AAMDC.
3. Board-endorsed resolutions are those submitted by the AAMDC Board of Directors. These resolutions may be brought forward to allow membership endorsement on a formal plan or report, or to address an issue the board deems pertinent. Board-endorsed resolutions shall follow the same timelines and process as district-endorsed or individual resolutions.

E. Emergent Resolutions

1. Resolutions submitted after the resolution deadline assigned for each AAMDC convention will be forwarded to the Resolutions Committee for consideration as emergent resolutions.
2. An emergent resolution is defined as one submitted to the AAMDC after the resolution deadline that deals with an issue, legislative, or policy change that has arisen after the resolution deadline, and needs to be addressed prior to the next AAMDC convention. Justification explaining why a resolution is emergent must be clearly stated upon submission.
3. Any resolution not meeting the definition of being an emergent resolution will not be accepted by the Resolutions Committee. The Resolutions Committee Chair or designate will inform the resolution sponsor(s) of the decision of the Resolutions Committee.
4. Resolutions accepted by the Resolutions Committee as emergent in nature will be added to the order paper at the start of the resolutions session. Acceptance of the order paper, including the additions of emergent resolutions, will be voted on using a simple majority.
5. The sponsoring municipality(ies) must provide and distribute adequate copies of the emergent resolution to all full members in attendance at convention prior to the start of the resolutions session. Convention registration numbers will be shared with the resolution sponsor to advise of the number of emergent resolution copies required.

F. Resolutions Session

1. For the purposes of the resolutions session only, quorum shall be defined as representation of 50% plus one of the AAMDC full member municipalities who are eligible to vote. Quorum will be counted at the start of each resolutions session.

2. Only elected officials of full members are eligible to vote on resolutions and can only cast their individual vote on each resolution. Elected officials will be issued one voting device, and shall only use one voting device during the resolutions session.
3. Voting may be by electronic means or by show of voting credentials as determined by the AAMDC.
4. Only elected officials of full members shall be allowed to speak during the resolutions session. Associate members, member administrative staff and guests may be permitted to speak upon recognition by the chair and consent of majority of the voting members. They may not move or second a resolution, or vote. Those speaking during the resolutions session must clearly state their name, position and jurisdiction.
5. The resolution session shall be carried out per Robert's Rules of Order, except where those rules may be in conflict with the bylaws and policies of the AAMDC.
6. The resolution session shall include the acceptance of the order paper and the consideration of resolutions.
7. If any emergent resolutions are to be presented, they will be incorporated into the order paper, which will be voted on at the start of the resolutions session.
8. Voting requirements to pass resolutions are as follows:
 - a. Where legislative changes are requested, a three-fifths (3/5) majority shall be required. Resolutions requesting legislative changes must clearly state what legislative amendments are being requested.
 - b. Where no legislative changes are being requested, a simple majority vote shall be required.
 - c. Motion to accept the Order Paper identifies the majority status required for the vote for each resolution.
9. If the voting requirement assigned to a resolution is to be disputed, an elected official from an AAMDC full member municipality is to notify the Resolutions Chair or a Resolutions Committee member in advance of the resolutions session. Voting requirement amendments may be presented at the introduction of the order paper by the Resolutions Chair prior to the introduction of resolutions.
10. A sponsoring municipality may declare its intent to withdraw a proposed resolution when the resolution is introduced. Before making a motion, the sponsor shall request to withdraw the resolution. Pending no opposition from the floor, the session chair shall declare the resolution withdrawn and no further debate or comments will be allowed.
11. The title, sponsor(s), resolution type and operative clause shall be read aloud by a resolutions committee members to introduce the resolution at the during the session.
12. Each resolution requires a mover and a seconder and will be allowed up to five (5) minutes combined to present the resolution.
13. A member of the AAMDC Board of Directors shall be permitted to speak, to provide clarity on a resolution intent as presented, that may be impacted by AAMDC advocacy efforts.

14. Following the initial speaker(s), the chair will then call for members requesting clarification, amendments or speaking in opposition to the resolution. The speaker will have a two (2) minute time limit. If no one rises to speak in opposition to a proposed resolution, the question will be immediately called.
15. Once a member has spoken in opposition of the resolution, debate will continue with each speaker having a two (2) minute time limit. When debate ends, the chair will allow the mover and seconder two (2) minutes total to present final comments.
16. Deferral of resolutions back to the sponsor, or tabling a resolution until a future convention will not be permitted. All resolutions included in the order paper will be voted on during the resolutions session in which they are introduced.
17. If the resolutions session runs short of time, the Chair has the authority to recess the session until a later time within the same convention to accommodate the presentation, debate and voting on remaining resolutions.

G. Amendments

1. Friendly amendments are those that are so simple or uniformly acceptable that they can be adopted by unanimous consent during debate. This eliminates the necessity for formal amendment including seconding, debate, voting and incorporation back into the main motion.
2. Friendly amendments must be agreed to by the mover of the main motion and there must be no objection from voting delegates to the amendment being made on a friendly basis.
3. Each amendment (except friendly amendments) requires a mover and a seconder. The spokesperson(s) for the amendment will be allowed two (2) minutes combined to present the amendment.
4. Amendments (except friendly amendments) will be accepted when duly moved and seconded. Submission of amendments to the chair or AAMDC designated staff in writing in advance of the start of the resolutions session is encouraged, unless an amendment to the amendment has been brought to the floor as outlined in section G.4 of this Policy.
5. Discussion of amendments follows the same guidelines and timeframes as outlined for resolution debate.
6. Only one amendment will be accepted at a time, and only one amendment to the amendment is permitted at a time.
7. A simple majority vote is required to pass all amendments.

H. Endorsed Resolutions

1. Resolutions passed by the voting delegates shall not be amended or modified.

2. Endorsed resolutions informs the advocacy efforts of the AAMDC. As such, relevant government ministries and other organizations are sent the relevant resolutions and asked to provide responses.
3. Concurrently, the AAMDC incorporates the positions outlined in the endorsed resolutions into the organization's advocacy strategy.
4. Resolutions that receive the endorsement of the voting delegates shall be effective for three (3) years.
5. The AAMDC disseminates advocacy responses and updates on a regular basis formally through the Advocacy Report biannually, and in various meetings and speaking opportunities directly with AAMDC members. The AAMDC's resolution database is publicly accessible on the AAMDC website.
6. Twice yearly, typically following each convention, the AAMDC will advise members of what resolutions are expiring.
7. Expired resolutions may be renewed by following the regular resolution procedure of bringing resolutions forward as outlined in section C.



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	January 24, 2018
Presented By:	Len Racher, Chief Administrative Officer
Title:	Strategic Planning Session Dates

BACKGROUND / PROPOSAL:

A Strategic Planning Session is held annually to set direction in terms of priorities for the municipality.

Policy ADM050 Council/Administration Protocol states:

8. Organizational Tools:

The following organizational tools will be utilized to contribute to a successful working relationship between Council and Administration:

- i) An annual business planning process which outlines the strategic direction set by Council.

Administration is recommending that the Strategic Planning Session be held March 13 – 15, 2018. Starting with an evening session on the 13th following the Council meeting. The session will be led by a facilitator.

Participants in the planning session include Council and Administration.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

2018 Operating Budget – Professional Fees

Author: C. Gabriel Reviewed by: _____ CAO: _____

SUSTAINABILITY PLAN:

COMMUNICATION:

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the 2018 Strategic Planning Session be held on March 13 – 15, 2018.

Author: C. Gabriel Reviewed by: _____ CAO: _____



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	January 24, 2018
Presented By:	Len Racher, Chief Administrative Officer
Title:	Buffalo Head Flood Mitigation Project

BACKGROUND / PROPOSAL:

Deputy Reeve Wardley requested that this item be placed on the agenda with the intent of making a motion requesting the following detailed information:

- Steps and full timeline of project to date
- Cost to the Municipality – delays, contract changes for timeline, legal, travel, and every other related costs
- Listing of who is being investigated and any legal to date
- Anything else related to the project and the investigation

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

SUSTAINABILITY PLAN:

COMMUNICATION:

Author: _____ Reviewed by: _____ CAO: _____

RECOMMENDED ACTION:

Simple Majority

Requires 2/3

Requires Unanimous

For discussion.

Author: _____ Reviewed by: _____ CAO: _____



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	January 24, 2018
Presented By:	Doug Munn, Director of Community Services
Title:	Fort Vermilion Walking Trail Budget Reallocation

BACKGROUND / PROPOSAL:

The 2017 budget included \$25,394 from the Grounds Improvement Project for the 2014 Fort Vermilion Walking Trails development. To date no additional work has been done on the Fort Vermilion Walking Trails.

Administration asked the Community Services Committee for a recommendation as to what they would like done with these remaining funds.

On December 18, 2017 the Community Services Committee made the following motion:

CS-17-12-107 MOVED by Reeve Braun

That the \$25,394.00 remaining from the Fort Vermilion Walking Trail be reallocated to the 2018 Fort Vermilion Street Scape project for the construction of a second dock.

OPTIONS & BENEFITS:

Option #1

Approve the budget reallocation requested by the Community Services Committee

Option #2

Not approve the budget reallocation

Author: D Munn Reviewed by: _____ CAO: _____

Option #3

Approve the budget reallocation requested by the Community Services Committee with amendments.

COSTS & SOURCE OF FUNDING:

Granting this request would not add an additional cost to the County as it is a reallocated budget from one project to another.

COMMUNICATION:

N/A

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the budget be amended to reallocate the remaining \$25,394.00 from the Fort Vermilion Walking Trail budget to the 2018 Fort Vermilion Streetscape project for the construction of a second dock.

Author: D Munn Reviewed by: _____ CAO: _____



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	January 24, 2018
Presented By:	Doug Munn, Director of Community Services
Title:	Request for Proposal – Campground Caretaker for 2018 – 2019 Seasons

BACKGROUND / PROPOSAL:

Mackenzie County’s contracts for the caretaking services at the Hutch Lake, Machesis Lake and Wadlin Lake campgrounds expired on September 30th, 2017.

Administration has prepared Request for Proposal’s and has attached a copy of a Request for Proposal with both Hutch Lake and Machesis Lake as the caretaking requirements for both of these campgrounds are the same. And a separate RFP for Wadlin as it had extra additional services required. Also attached is copy of the advertisement for review.

The proposed timeline for the RFP’s is as follows:

- January 24, 2018 - Present RFP’s to Council for review/decision/amendments for the Campground Caretakers
- January 31, 2018 - Campground Caretakers Ad to be submitted and RFP’s available for distribution
- February 27, 2018 - Proposal Closes at 4:30 p.m.
- February 28, 2018 - Proposal Opening at Council Meeting
- March 1-6, 2018 - Administration reviews proposals and prepares recommendation for Council.
- March 13, 2018 - Council awards contract to proponent.

Author: L. L **Reviewed by:** D Munn **CAO:** _____

The awarding of the individual contracts will be graded on the following system:

Evaluation Criteria	Weight	Score
Equipment	15%	
Experience	25%	
Additional services offered to the public	10%	
WCB (2.5%) and COR/SECOR Certified (2.5%)	5%	
Proposal Cost	45%	
TOTAL	100%	

OPTIONS & BENEFITS:

N/A

COSTS & SOURCE OF FUNDING:

The awarding of the contract will be funded from the 2018 operating budget.

SUSTAINABILITY PLAN:

N/A

COMMUNICATION:

Administration to advertise for Request for Proposals.

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the request for proposals for Hutch Lake, Machesis Lake and Wadlin Lake campground caretakers be accepted as presented.

Author: L. L Reviewed by: _____ CAO: _____



Request for Proposals

Hutch Lake & Machesis
Lake Campground
Caretaker

Closing date: February 27, 2018

MACKENZIE COUNTY



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

1.0 INTRODUCTION

1.1 Purpose of RFP

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

**CARETAKING OF HUTCH LAKE CAMPGROUND 2018 & 2019 SEASONS &
CARETAKING OF MACHESIS LAKE CAMPGROUND 2018 & 2019 SEASONS**

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

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

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

1.2 Submission of RFP

1.2.1 Proponents shall submit their Proposal in a sealed envelope marked **“Caretaking - Hutch Lake Campground” or “Caretaking - Machesis Lake Campground”** on or before 4:30 p.m. (Mountain Standard Time) on February 27th, 2018 (the “RFP Closing Time”) to:

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

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

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

1.2.3 Each Proponent shall not submit more than one proposal per campground.

1.2.4 The proponent may submit one proposal for each campground, and if only one campground desired, identify preferred campground within the proposal.

1.2.5 Any inquiries respecting this RFP should be directed to:

Doug Munn
 Director Community Services & Operations_
dmunn@mackenziecounty.com
 (780) 927-3718

- 1.2.6 Each Proponent shall designate a person to whom any additional information may be obtained. The name and contact information is to be communicated to the County's designated contact person indicated in paragraph 1.2.4 above noted.
- 1.2.7 The County is under no obligation to respond to any inquiry submitted to it in respect of this RFP.
- 1.2.8 If the County, in its sole and unfettered discretion, determines that a written response to an inquiry is warranted, a written response will be prepared and distributed to all Proponents who have requested a copy of this RFP and completed the acknowledgment form. Such written response(s) will be issued in the form of an addendum to this RFP, and will be deemed to be part of this RFP.
- 1.2.9 No inquiry submitted to the County will be responded to after 4:00 p.m. **February 27th, 2018.**

1.3 General Conditions Applicable to this RFP

1.3.1 Appendices and Addenda

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

1.3.2 Disclaimer of Liability and Indemnity

By submitting a Proposal, a Proponent agrees:

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

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

1.3.3 **No Tender and no Contractual Relationship**

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

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

1.4 **Discretion of the County**

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

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

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

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

1.5 Selection

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

1.6 Disqualification

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

1.7 Representations and Warranties

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

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

2.0 PROJECT OVERVIEW & DESCRIPTION OF WORK

Please refer to Schedule “A”.

3.0 PROPOSAL REQUIREMENTS

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

3.1 Description of the Proposal

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

3.2 Execution of the Proposal

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

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

4.0 MANDATORY SUBMISSION REQUIREMENTS

4.1 Documents to be Submitted with the Proposal

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

- 4.1.1 Schedule “B” - Proponent to provide a summary of living accommodations, a list of the equipment, summary of experience, and a list of contractors with their experience if applicable.
- 4.1.2 Schedule “C” - Proponent to provide a list of additional services offered to the public example: boat rental, bicycle rental
- 4.1.3 If available, Proof of Proponent's Workers Compensation account in good standing at the time of Proposal submission. If you are unable to obtain WCB coverage as a sole individual, this must be stated in the proposal.
- 4.1.4 If available, Proof of Proponent's COR/SECOR.
- 4.1.5 Completed Schedule “D” Pricing Form

4.2 Insurance to be carried by Successful Proponent

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

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

The Proponent shall cause all insurance coverage maintained by the Proponent in accordance with this RFP, except for errors and omissions coverage (if required), to name the County and any other party designated by the County as an additional insured and to contain a severability of interests or cross liability clause. The Proponent shall cause all insurance coverage to provide that no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days' written notice of such cancellation to the County. The Proponent shall, upon the request of the County, furnish written documentation, satisfactory to the County, evidencing the required insurance coverage. The cost of all of the insurance required to be held by the Proponent as set forth herein shall be borne by the Proponent.

5 EVALUATION

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

Evaluation Criteria	Weight	Score
Equipment	15%	
Experience	25%	
Additional services offered to the public	10%	
WCB (2.5%) and COR/SECOR Certified (2.5%)	5%	
Proposal Cost	45%	
TOTAL	100%	

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

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

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

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

6 OTHER

6.1 Period Open for Consideration

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

6.2 Information Disclosure and Confidentiality

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

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

6.3 **Independent Determination**

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

6.4 **Documents**

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

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

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

6.6 **Other Conditions**

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

6.7 **Law and Forum of Proposal**

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

Schedule “A”

**CARETAKING OF
CAMPGROUND**

**PROJECT OVERVIEW
&
DESCRIPTION OF WORK**

Schedule "A"**Hutch Lake & Machesis Lake Campground Caretaker****1. Overview**

Mackenzie County has leases with Alberta Agriculture and Forestry, and Alberta Parks respectively for the operations of the Hutch Lake & Machesis Lake campgrounds.

Hutch Lake campgrounds located at NE ¼ 29-112-20-W5 has approximately 20 overnight camping stalls, along with an overflow area, day use area, and boat docks. The caretaker is responsible for the maintenance and overseeing of the campground for the "Season" being from mid May 2018 through September 30th, 2018 and mid May 2019 through September 30th, 2019.

Machesis Lake campground located at NE 27-107-16-W5 has approximately 19 overnight camping stalls, day use area, swimming docks, with a new addition of 8 stalls at the equine camping area. The caretaker is responsible for the maintenance and overseeing of the campground for the "Season" being from mid May 2018 through August 31st, 2018 and mid May 2019 through August 31st, 2019.

2. Purpose of the Campground Caretaker

Mackenzie County is requesting proposals for the contract position of a campground caretaker to maintain, provide security and oversee the campgrounds during the season as per the description of work.

3. Description of Work

- a) Provide personal contact with campers to promote responsible camping. This may include providing directions and brochures to campers and answering any questions they may have pertaining to the area.
- b) Ensure all campers are registered, and fees collected while keeping all records of park activities (including day use).
- c) Submit all revenues and attendance records biweekly to the Mackenzie County office in either High Level or Fort Vermilion.
- d) Check washrooms daily, and ensure washrooms are stocked with an adequate supply of toilet tissue, hand sanitizer, etc. at all times. All janitorial cleaning supplies, paper towel and garbage bags are to be provided by the Contractor. Mackenzie County to provide toilet paper, and hand sanitizer.

- e) Check sanitary effluent levels in toilet reservoirs and contact Mackenzie County to advise when sewage removal is required. Sewage removal costs will be borne by Mackenzie County.
- f) Ensure open accessibility to the sanitary dumping station for RV's. Check efficient levels, and contact Mackenzie County to advise when sewage removal is required.
- g) On a daily basis, pick up all litter within campground area, empty garbage receptacles and place in 6yd bin located on site. Mackenzie County will supply, and empty a 6 yd bin at the County's' cost.
- h) Ensure grass is mowed and trimmed regularly, at campsites, roads, day areas and all open green spaces including entrance access.
- i) Inspect campsites, and docks on a daily basis, and repair minor deficiencies. Report all other deficiencies to Mackenzie County.
- j) Maintain and paint picnic tables when required. Mackenzie County to supply paint and supplies.
- k) Clean fish cleaning stations daily.
- l) Clean signage and information booth as necessary.
- m) Clean firewood storage area.
- n) Clean shelter on a daily basis.
- o) Clean up drift wood along the dock and boat launch.
- p) Remove all deadfall in campsites, and along access road.
- q) Maintain the volleyball court (if provided). Daily checks, rake sand, clean up debris.
- r) Maintain playground area. Daily checks, rake sand, clean up debris.
- s) Maintain campsites, clean debris, emptying the fire pits and rake site if required.
- t) Ensure the campground/park is kept in a clean, well groomed, organized and in an esthetically pleasing state.
- u) Ensure the well pumps kept clean, and non-potable water sign is attached and visible. Report any repairs required to Mackenzie County.

- v) On a daily basis, check to ensure an adequate supply of firewood is available for the campers. Advise Mackenzie County when firewood is needed. The firewood will be supplied by Mackenzie County.
- w) Report all potential hazards to Mackenzie County.
- x) Enforce rules at the campground to ensure campers and recreation users are advised to follow the current Mackenzie County Parks and Campground bylaws. Those that do not adhere to the bylaw should be requested to provide their name, phone number, and license plate number (when possible). This information is to be provided to the Mackenzie County Bylaw Officer or Peace Officer for enforcement. If there are any safety concerns at the park i.e. violence, threats, or personal safety concerns, you are to report them immediately to the RCMP or Peace Officer.
- y) Supply and maintain own vehicle and Equipment to perform the works prescribed in this Agreement.
- z) Supply own living accommodations, including water. The County will designate a caretaker site and provide sewage tank and removal services for caretaker site.
- aa) Upon a successful yearend evaluation by the Director of Community Services and Operations, and a positive recommendation by the Community Services Committee, a 25% bonus of the total revenue will be paid to the Contractor (Bonus maximum \$8,000). A successful yearend will be determined on the basis of customer and County satisfaction as well as meeting and/or exceeding the terms of this contract. (Refer to Mackenzie Country Policy COM001).
- bb) Provide monthly reports to Director of Community Services as required. These shall include monthly statistics of campers, revenue, day uses, repairs, issues & other info as requested by the Director of Community Services.

4. MACKENZIE COUNTY SHALL:

1. Install well pumps at beginning of season and remove such at end of season (if provided).
2. Remove sewage from the toilet reservoirs, sanitary dump station and fish cleaning stations; when deemed necessary by the Contractor.
3. Supply and place firewood in designated firewood storage area.
4. Remove garbage from 6yd bins **only**; when deemed necessary by the Contractor.

5. Provide toilet paper, and hand sanitizer solution for washroom facilities.
6. Pay to the Contractor the fee as agreed upon over the contract period in proportionate payments on a monthly basis.

Schedule “B”

**PROPONENTS
EXPERIENCE &
EQUIPMENT LIST**

Schedule “C”

**PROPOSERS ADDITIONAL
SERVICES OFFERED**

Schedule “D”

PRICING FORM

Caretaking of Mackenzie County Campground

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

Caretaking Services - Mackenzie County Campground

SCHEDULE	CAMPGROUND	BID PRICE / MONTH
A	Hutch Lake <small>(Open mid May through September)</small>	\$
OR		
B	Machesis Lake <small>(Open mid May through August)</small>	\$

The Contractor may receive up to a 25% bonus of the total revenue to a maximum of \$8,000. In order to receive the bonus, a successful yearend will be determined on the basis of customer and County satisfaction as well as meeting and/or exceeding the terms of this contract. *(Refer to Mackenzie Country Policy COM001).*

Executed this _____ day of _____ 201_

PROPONENT: _____

Name

Address

Town

Postal Code

Phone #

Cell #

email address

Signature of Proponents Authorized Representative

Signature of Witness

Print Name of Authorized Representative

Print Name of Witness

Schedule “E”

SAMPLE CONTRACT

SERVICES AGREEMENT

BETWEEN:

MACKENZIE COUNTY

AND:

SAMPLE

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SERVICES AGREEMENT

THIS AGREEMENT dated the _____ day of _____, 20____

BETWEEN:

MACKENZIE COUNTY

(hereinafter called the "County")

OF THE FIRST PART

AND:

(hereinafter called the "Proponent")

OF THE SECOND PART

WHEREAS:

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

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

ARTICLE 1 - DEFINITIONS

1.1 Definitions

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

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

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

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

1.2 **Number and Gender**

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

1.3 **Headings and Division**

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

ARTICLE 2 - SERVICES

2.1 **Services**

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

2.2 **Commencement and Completion of Services**

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

2.3 **Performance of Work**

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

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

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

2.4 **Warranty of Proponent**

The Proponent represents and warrants to the County:

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

2.5 **Progress Reports**

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

2.6 **Compliance with Legislation**

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

2.7 **Permits and Licenses**

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

ARTICLE 3 - PERSONNEL

3.1 **No Substitution**

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

3.2 **No Subcontractors**

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

3.3 **Removal of Personnel**

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

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

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

3.4 **Compliance with Policies**

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

3.5 **Safety**

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

ARTICLE 4 - PAYMENT

4.1 **Payment**

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

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

4.2 **Excess Payments, Taxes**

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

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

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

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

4.4 **Performance upon Failure of Proponent**

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

4.5 **Records**

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

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

4.6 **Audit**

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

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

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

4.7 **Acceptance is Not Waiver**

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

ARTICLE 5 - INFORMATION AND PROPERTY RIGHTS

5.1 **Confidential Information**

The Proponent agrees that:

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

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

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

5.2 **No Obligation to Disclose**

The County shall have no obligation to disclose to the Proponent any particular data, information or material which is considered by the County to be sensitive or confidential. All data, information or material which is provided to the Proponent by the County shall be and remain the sole property of the Municipality, and shall be returned to the County immediately upon termination or expiration of this Agreement or at any earlier time upon the County's request.

5.3 **Injunctive Relief**

The parties agree that improper disclosure or use of the Confidential Information will cause irreparable harm to the County, which harm may not be adequately compensated by damages. As a result, the parties agree that, in addition to all other remedies the County may have and not in derogation thereof, the County may seek and obtain from any court of competent jurisdiction injunctive relief in respect of any actual or threatened disclosure or use contrary to the provisions of this Agreement.

5.4 **Ownership of Service Results**

The Proponent agrees that all discoveries, designs, inventions, works of authorship, improvements in any apparatus, device, process, technology or thing, know-how, base materials, research results, data, surveys, maps, plans, schematics, reports (including progress reports referred to in Section 2.5), charges, tabulations, compilations, diagrams, flow-charts, processes, formulae, computer programs, specifications, screen or program layouts, drawings, documents, and notes or materials of any type whatsoever developed, created, conceived of, first reduced to practice or prepared by or on behalf of the Proponent or any officer, employee, agent or subcontractor in performance of the Services either alone or jointly with others (hereinafter collectively called the "Services Results") shall be fully and promptly disclosed to the County and shall be the absolute and exclusive property of the County, including any patent, copyright, other intellectual property or other rights of any kind in relation thereto. The Proponent hereby assigns, transfers and conveys to the County all of its right, title and interest in and to the Service Results and the Proponent shall promptly execute and do or cause to be executed and done any and all documents and things necessary or desirable to give effect to the provisions of this Section 5.4, including the execution of a written assignment of all right, title and interest, whether in law or in equity, to the County for any or all of the Services Results, in form acceptable to the County. Upon completion of the Services or expiration or termination of this Agreement, whichever is sooner (and from time to time upon request by the County), the Service Results and all copies thereof shall be delivered by the Proponent to the County without demand by the County without demand by the County, together with all supporting materials, explanatory notes and know-how required or reasonably necessary for full and complete disclosure of such Service Results and to enable the County to understand, use and modify the Service Results without assistance. No use may be made of the Service Results by the Proponent other than in connection with the performance of the Services hereunder. The Proponent hereby waives absolutely (and shall cause any other persons to waive absolutely) in favour of the County, its successors and assigns, any moral rights the Proponent or such other persons have or may at any time hereafter have in the Service Results.

5.5 **Protection of Rights**

The Proponent shall, at the request and expense of the County, execute or cause to be executed any documents and do or cause to be done all things which may be necessary or desirable to enable the County to file of and prosecute applications for patents, file for and obtain copyright registrations or otherwise protect any of the County's interest in and to the Service Results or any part thereof, in Canada or any other country. The County shall have complete control of and responsibility for the filings and prosecution of applications for patents, copyrights or other registrations in Canada and in foreign countries. The County shall assume all expenditures necessary to prepare and prosecute such applications and maintain or renew any resulting registrations.

5.6 **Records of Proponent**

The Proponent shall make and maintain during the Term of this Agreement, adequate and current written records of all Service Results, which records shall be made available to and remain the property of the County at all times, both during and after the Term of this Agreement.

5.7 Warranty of Original Work

The Proponent warrants that all Service Results will be original development by the Proponent, will not infringe any rights of any third parties and will otherwise be free of any claims of third parties, and will be specifically developed for the fulfilment of this Agreement.

5.8 No Challenge

The Proponent shall not challenge or deny nor assist any third party in challenging or denying any of the County's rights in and to the Service Results.

ARTICLE 6 - TERMINATION**6.1 Termination for Convenience**

This Agreement may be terminated at any time, with or without cause, by the County providing written notice to the Proponent at least seven (7) days prior to the termination date specified in the notice.

6.2 Termination for Default

The County may forthwith terminate this Agreement by providing written notice of termination to the Proponent, without prejudice to any other right or remedy the County may have, if the Proponent at any time:

- (a) fails to comply with any of the terms or conditions of this Agreement; or
- (b) is adjudged or otherwise becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, if a receiver is appointed for the property of the Proponent, or if the Proponent ceases to carry on business in the normal course;

such termination to be effective on the date such notice of termination is received.

6.3 Payment upon Termination

The County shall, in the event of termination of this Agreement, other than pursuant to Section 6.2(a), pay to the Proponent all amounts for completed work due to the Proponent in accordance with this Agreement, less any amounts which may be owing by the Proponent to the County as provided for hereunder. The County shall have no further liability of any nature whatsoever to the Proponent for any losses or damages suffered or sustained, either directly or indirectly, by the Proponent including, without limitation, loss of profit, as a result of the termination of this Agreement.

6.4 Effect of Termination

Upon termination or expiration of this Agreement:

- (a) the Proponent shall forthwith return to the County all Confidential Information in written form within its possession or control, together with all copies thereof or, at the County's written direction, destroy all such Confidential Information and provide the County with a certificate confirming such destruction; and
- (b) no further use may be made by the Proponent of the Service Results or any portion thereof, for any purpose whatsoever.

6.5 Survival of Obligations

Notwithstanding the expiration or termination of this Agreement for any cause, the provisions of this Agreement regarding payment obligations, indemnities, confidentiality obligations and proprietary rights, and those provisions which are expressly or impliedly intended to survive, shall survive any such expiration or termination and shall remain in force and shall include, without limitation, the provisions of Section 3.3, Section 3.6, Article 4, Article 5, Section 6.3, Section 6.4, Section 6.5, Article 7 and Section 8.8.

ARTICLE 7 - INDEMNITY AND INSURANCE**7.1 Indemnity**

Notwithstanding any other provision of this Agreement to the contrary, the Proponent shall:

- (a) be liable to the County, its officials, representatives, agents and employees for any and all losses, costs, damages and expenses (and without limiting the generality of the foregoing, any direct losses, costs, damages and expenses of the County or such persons, including costs as between a solicitor and his own client full indemnity basis) which the County or such persons may pay or incur;
- (b) indemnify and hold harmless the County, its officials, representatives, agents and employees from and against any and all liabilities, claims, suits or actions which may be brought or made against the County or such persons;

as a result of or in connection with:

- (c) the performance of the Services; or
- (d) any breach, violation or non-performance of any covenant, condition or agreement in this Agreement set forth and contained on the part of the Proponent to be fulfilled, kept, observed or performed; or
- (e) any breach of confidentiality on the part of the Proponent or any agent or subcontractor, or employee of the Proponent or any agent or subcontractor; or

- (f) any damage to property (including loss of use thereof) or injury to person or persons, including death resulting at any time therefrom, arising out of or in consequence of the performance of the Services; or
- (g) the failure of the County to withhold any taxes or other amounts in respect of payments made to the Proponent under this Agreement; or
- (h) any suit or proceeding based on a claim that the Service Results or any portion thereof infringes or constitutes wrongful use of any copyright, patent, trademark, trade secret or any other right of any third party;

and the County shall be deemed to be the agent of its officials, representatives, agents and employees in regard thereto.

7.2 **Insurance**

The Proponent shall maintain, in full force and effect with insurers licensed in the Province of Alberta, the following insurance:

- (a) standard automobile insurance providing coverage of at least Two Million (\$2,000,000.00) Dollars inclusive for bodily injury and property damage (if the Proponent is required to use a vehicle in the performance of the Services); and
- (b) any other insurance of such type and amount as may reasonably be required by the County.

7.3 **Placement of Insurance**

The aforementioned insurance shall be in a form and with insurers acceptable to the County. Certified copies of the policies shall be provided to the County by the Proponent upon request and evidence of renewal shall be provided to the County prior to the expiry dates of the policies.

7.4 **Deductibles and Duration**

The Proponent shall be responsible for the payment of all premium and deductible amounts relating to the said insurance policies and the Proponent shall maintain the aforementioned insurance until the Services are completed or the Agreement is terminated, whichever is last to occur (or, in the case of Section 7.2(d), for so long as may reasonably be required by the County).

ARTICLE 8 – PROPOSAL

8.1 **Conflict**

In the event that there is a conflict between the terms of this Agreement and the Proposal, the conflicting terms of this Agreement shall prevail over the conflicting terms of the Proposal.

ARTICLE 9 - GENERAL**9.1 Schedules**

The following Schedules attached hereto shall form part of this Agreement and are incorporated herein by reference:

Schedule "A" - Proposal
Schedule "B" - Terms of Payment
Schedule "C" - Special Terms and Conditions

9.2 Notices

Any notice provided for or permitted to be given pursuant to this Agreement shall be in writing and shall, except in the event of an interruption in postal service during which time all notices must be personally delivered, be sufficiently given if personally delivered or sent by prepaid registered mail addressed to the party for whom the same is intended to the address for notice for such party as set out in Schedule "C".

Any notice delivered personally shall be deemed to be received when left during normal business hours at the office set forth above and any notice sent by prepaid registered mail shall be deemed to have been received on the third normal delivery day following the posting thereof. Either party shall be entitled to change its address for notice to another existing address by notice in writing to the other. The word "notice" in this Section 8.2 includes any request, statement, report, demand, order or other writing in this Agreement provided or permitted to be given by the County to the Proponent or by the Proponent to the County.

9.3 Assignment

The Proponent shall not assign this Agreement or any portion thereof without the prior written consent of the County, which consent may be arbitrarily withheld. Upon any transfer or assignment by the County of this Agreement, the County shall be released from its obligations hereunder. The County may assign this Agreement in whole or in part to any person in the County's sole discretion without notice to the Proponent.

9.4 Waiver

The failure of a party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option and no waiver by the County of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the County.

9.5 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, assigns or approved assigns, as the case may be.

9.6 No Agency

Nothing in this Agreement, nor in any acts of the County and the Proponent pursuant to this Agreement, shall be construed, implied or deemed to create an agency, partnership, joint venture or employer and employee relationship between the County and the Proponent, and neither party has the authority to bind the other to any obligation of any kind.

9.7 Whole Agreement

The provisions of this Agreement constitutes the entire agreement between the parties and supersedes any prior agreements, letters of intent or understanding, whether written or oral, between the parties with respect to the matters contemplated herein. No terms, conditions, warranties, promises or undertakings of any nature whatsoever, express or implied, exist between the parties with respect to this Agreement except as herein set forth. This Agreement may be amended, changed or modified only by further written agreement between the parties.

9.8 Partial Invalidity

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

9.9 Time of Essence

Time shall be of the essence of this Agreement.

9.10 Expiration of Time

In any case where the time limited by this Agreement expires on a Saturday, Sunday or legal holiday in the Province of Alberta, the time limited shall be extended to and shall include the next succeeding day which is not a Saturday, Sunday or legal holiday in the Province of Alberta.

9.11 Further Assurances

Each of the parties to this Agreement shall at the request of the other party hereto, execute and deliver any further documents and do all acts and things as that party may reasonably require to carry out the full intent and meaning of this Agreement.

9.12 **Governing Law**

This Agreement shall be governed by the laws in force in the Province of Alberta and the courts of Province of Alberta shall have exclusive jurisdiction with respect to any dispute, matter or thing arising herefrom.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals by the hands of their proper officers.

[NAME OF PROPONENT]

MACKENZIE COUNTY

Per:

Per:

Signature of Authorized Signing Officer

Signature of Authorized Signing Officer

Printed Name of Authorized Signing Officer

Printed Name of Authorized Signing Officer

Position of Authorized Signing Officer

Position of Authorized Signing Officer



SCHEDULE "A"

PROPOSAL

SAMPLE

SCHEDULE "B"

TERMS OF PAYMENT

Subject to all other terms and conditions of this Agreement, the Purchaser shall pay to the Proponent, those amounts not to exceed in the aggregate the Agreement Amount, in the following manner:

1. At the beginning of each calendar month an invoice shall be submitted to the County by the Proponent in respect of Services provided during the immediately preceding month. Each invoice shall, in respect of such month:
 - (a) refer to the purchase order number,
 - (b) where applicable, separately identify work performed in Canada and elsewhere and the proportionate allocation of the invoice amount in that regard;
 - (c) identify as separate items any travel and living expenses, and/or any tax, duty or charge separately chargeable to the County (in addition to the Agreement Amount) but only as specified and provided for in Schedule "C"; and
 - (d) identify the number of man-days or hours expended in providing the Services, the applicable rates and charges for the time expended, and a description of the Services performed in that regard.

The Proponent may elect, at its option, to provide the County with one invoice for the whole of the Services to be provided hereunder in place of monthly invoices, provided that all the required information is included in such invoice.

2. Subject to the verification of each invoice by the County and all other terms and conditions of the Agreement (including, without limitation, the Services being satisfactory to the County, the County shall pay the Proponent the amount of each invoice within thirty (30) days of receipt of same.

SCHEDULE "C"

SPECIAL CONDITIONS

SAMPLE



Request for Proposals

Wadlin Lake Campground
Caretaker

Closing date: February 27th, 2018

MACKENZIE COUNTY



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

1.0 INTRODUCTION

1.1 Purpose of RFP

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

CARETAKING OF WADLIN LAKE CAMPGROUND 2018 & 2019 SEASONS

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

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

1.2 Submission of RFP

- 1.2.1 Proponents shall submit their Proposal in a sealed envelope marked “**Caretaking - WADLIN Lake Campground**” on or before 4:30 p.m. (Mountain Standard Time) on February 27th, 2018 (the “RFP Closing Time”) to:

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

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

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

Doug Munn
 Director Community Services
[dmunn@mackenziecounty.com](mailto:dmun@mackenziecounty.com)
 (780) 927-3718

- 1.2.6 Each Proponent shall designate a person to whom any additional information may be obtained. The name and contact information is to be communicated to the County's designated contact person indicated in paragraph 1.2.4 above noted.
- 1.2.7 The County is under no obligation to respond to any inquiry submitted to it in respect of this RFP.
- 1.2.8 If the County, in its sole and unfettered discretion, determines that a written response to an inquiry is warranted, a written response will be prepared and distributed to all Proponents who have requested a copy of this RFP and completed the acknowledgment form. Such written response(s) will be issued in the form of an addendum to this RFP, and will be deemed to be part of this RFP.
- 1.2.9 No inquiry submitted to the County will be responded to after 4:00 p.m. **February 27th, 2018.**

1.3 General Conditions Applicable to this RFP

1.3.1 Appendices and Addenda

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

1.3.2 Disclaimer of Liability and Indemnity

By submitting a Proposal, a Proponent agrees:

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

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

1.3.3 **No Tender and no Contractual Relationship**

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

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

1.4 **Discretion of the County**

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

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

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

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

1.5 Selection

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

1.6 Disqualification

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

1.7 Representations and Warranties

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

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

2.0 PROJECT OVERVIEW & DESCRIPTION OF WORK

Please refer to Schedule “A”.

3.0 PROPOSAL REQUIREMENTS

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

3.1 Description of the Proposal

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

3.2 Execution of the Proposal

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

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

4.0 MANDATORY SUBMISSION REQUIREMENTS

4.1 Documents to be Submitted with the Proposal

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

- 4.1.1 Schedule “B” - Proponent to provide a summary of living accommodations, a list of the equipment, summary of experience, and a list of contractors with their experience if applicable. .
- 4.1.2 Schedule “C” - Proponent to provide a list of additional services offered to the public example: boat rental, bicycle rental
- 4.1.3 If available, Proof of Proponent's Workers Compensation account in good standing at the time of Proposal submission. If you are unable to obtain WCB coverage as a sole individual, this must be stated in the proposal.
- 4.1.4 If available, Proof of Proponent's COR/SECOR.
- 4.1.5 Completed Schedule “D” Pricing Form

4.2 Insurance to be carried by Successful Proponent

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

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

The Proponent shall cause all insurance coverage maintained by the Proponent in accordance with this RFP, except for errors and omissions coverage (if required), to name the County and any other party designated by the County as an additional insured and to contain a severability of interests or cross liability clause. The Proponent shall cause all insurance coverage to provide that no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days' written notice of such cancellation to the County. The Proponent shall, upon the request of the County, furnish written documentation, satisfactory to the County, evidencing the required insurance coverage. The cost of all of the insurance required to be held by the Proponent as set forth herein shall be borne by the Proponent.

5 EVALUATION

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

Evaluation Criteria	Weight	Score
Equipment	15%	
Experience	25%	
Additional services offered to the public	10%	
WCB (2.5%) and COR/SECOR Certified (2.5%)	5%	
Proposal Cost	45%	
TOTAL	100%	

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

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

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

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

6 OTHER

6.1 Period Open for Consideration

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

6.2 Information Disclosure and Confidentiality

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

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

6.3 Independent Determination

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

6.4 Documents

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

6.5 Agreement on Internal Trade and New West Partnership Trade Agreement

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

6.6 Other Conditions

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

6.7 Law and Forum of Proposal

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

Schedule “A”

**CARETAKING OF
CAMPGROUND**

**PROJECT OVERVIEW
&
DESCRIPTION OF WORK**

Schedule "A"**Wadlin Lake Campground Caretaker****1. Overview**

Mackenzie County has leases with Alberta Agriculture and Forestry, for the operations of the Wadlin Lake campground.

Wadlin Lake campground located at NE 9. NW10 & NE 10-101-10-W5 has approximately 47 overnight camping stalls, day use area, swimming docks. Boat Launch, Mariana, Fish Cleaning Station, Playground, Beach Volley ball & RV Dump. The caretaker is responsible for the maintenance and overseeing of the campground for the "Season" being from mid May 2018 through September 30th, 2018 and mid May 2019 through September 30th, 2019.

Note last 2 weeks of September caretaker on site can be reduced to weekends.*

2. Purpose of the Campground Caretaker

Mackenzie County is requesting proposals for the contract position of a campground caretaker to maintain provide security and oversee the campgrounds during the season as per the description of work.

3. Description of Work

- a) Provide personal contact with campers to promote responsible camping. This may include providing directions and brochures to campers and answering any questions they may have pertaining to the area.
- b) Ensure all campers are registered, and fees collected while keeping all records of park activities (including day use).
- c) Submit all revenues and attendance records biweekly to the Mackenzie County office in either High Level or Fort Vermilion.
- d) Check and clean washrooms daily, and ensure washrooms are stocked with an adequate supply of toilet tissue, hand sanitizer, etc. at all times. All janitorial cleaning supplies, paper towel and garbage bags are to be provided by the Contractor. Mackenzie County to provide toilet paper, and hand sanitizer.

- e) Check sanitary effluent levels in toilet reservoirs and contact Mackenzie County to advise when sewage removal is required. Sewage removal costs will be borne by Mackenzie County. Invoices shall be submitted directly to Mackenzie County.
- f) Ensure open accessibility to the sanitary dumping station for RV's. Check efficient levels, and contact Mackenzie County to advise when sewage removal is required.
- g) On a daily basis, pick up all litter within campground area, empty garbage receptacles and place in 6yd bin located on site. Mackenzie County will supply, and empty a 6 yd bin at the County's' cost.
- h) Ensure grass is mowed and trimmed regularly, at all campsites, roads, day areas and all open green spaces within the campground and entrance area.
- i) Inspect campsites, and docks on a daily basis, and repair minor deficiencies. Report all other deficiencies to Mackenzie County.
- j) Maintain and paint picnic tables when required. Mackenzie County to supply paint and supplies.
- k) Clean fish cleaning stations daily and report to Mackenzie County when the tank needs to be emptied.
- l) Clean signage and information booth as necessary.
- m) Clean firewood storage area.
- n) Clean shelter on a daily basis.
- o) Clean up drift wood along the dock, beach and boat launch.
- p) Remove all deadfall in campsites, and along access road.
- q) Maintain the volleyball court (if provided). Daily checks, rake sand, clean up debris.
- r) Maintain playground area. Daily checks, rake sand, clean up debris.
- s) Maintain campsites, clean debris, emptying the fire pits and rake site if required.
- t) Ensure the campground/park is kept in a clean, well groomed, organized and in an esthetically pleasing state.
- u) Ensure the well pumps kept clean. Report any repairs required to Mackenzie County.

- v) On a daily basis, check to ensure an adequate supply of firewood is available for the campers. Advise Mackenzie County when firewood is needed. The firewood will be supplied by Mackenzie County.
- w) Report all potential hazards to Mackenzie County.
- x) Enforce rules at the campground to ensure campers and recreation users are advised to follow the current Mackenzie County Parks and Campground bylaws. Those that do not adhere to the bylaw should be requested to provide their name, phone number, and license plate number (when possible). This information is to be provided to the Mackenzie County Bylaw Officer or Peace Officer for enforcement. If there are any safety concerns at the park i.e. violence, threats, or personal safety concerns, you are to report them immediately to the RCMP or Peace Officer.
- y) Contractors will provide own equipment for maintenance of the grounds. The Contractor will be responsible to provide maintenance of the necessary equipment. **A list of all maintenance equipment must be provided to Mackenzie County prior to the start of each season.**
- z) Supply and maintain own vehicle and Equipment to perform the works prescribed in this Agreement.
- aa) Supply own living accommodations on site to be located in the designated caretakers site. **A description of the living accommodations must be provided to Mackenzie County prior to the start of each season, indicating the make, year and model of the accommodations.**
- bb) At all times remain an independent Contractor and shall not be an Employee for Mackenzie County.
- cc) Be responsible for the deduction and payment of any monies owing to any level of government or government agency, including Unemployment Insurance Payments, Workers' Compensation Commission Payments and Income Tax Deductions, and Mackenzie County shall have no responsibility for the deduction, collection or payment of the same, on behalf of the Contractor.
- dd) Indemnify and save harmless the Council, employees and agents from all claims, damages, costs, actions and suits caused by or arising either directly or indirectly out of the performance of this Agreement or by reason of any matter or things done, permitted or omitted to be done, by the Contractor.
- ee) If required by Provincial or Federal regulation provide proof of WCB Coverage and liability insurance.
- ff) Upon a successful yearend evaluation by the Director of Community

Services, and a recommendation by the Community Services Committee a 25% bonus of the total revenue will be paid to the Contractor (Bonus maximum \$8,000). A successful yearend will be determined on the basis of customer and County satisfaction as well as meeting and/or exceeding the terms of this contract. (Refer to Mackenzie County Policy COM001).

- gg) This Agreement may be terminated by either party giving to the other party 60 days notice in writing. If, upon breach of contract, the Contractor does not correct his actions with 48 hours of being notified in writing, the contract may be terminated.
- hh) Mackenzie County may, prior to the expiry of the contract time, extend the contract time for two one-year periods subject to conditions mutually agreed to in writing by Mackenzie County and the Contractor.
- ii) In the event that the Agreement is terminated prior to the expiration date, the Contractor is entitled to receive payment proportionate to past services performed. If terminated all equipment and property belonging to the Contractor must be removed from the park premises within seven (7) days.
- jj) Provide monthly reports to Director of Community Services as required. These shall include monthly statistics of campers, revenue, day uses, repairs, issues & other info as requested by the Director of Community Services.

4. MACKENZIE COUNTY SHALL:

1. Install well pumps at beginning of season and remove such at end of season (if provided).
2. Remove sewage from the toilet reservoirs, sanitary dump station and fish cleaning station; when deemed necessary by the Contractor.
3. Supply and place firewood in designated firewood storage area.
4. Remove garbage from 6yd bin **only** (located at caretaker's site); when deemed necessary by the Contractor.
5. Provide toilet paper, and hand sanitizer solution for washroom facilities.
6. Pay to the Contractor the fee as agreed upon over the contract period in proportionate payments on a monthly basis.
7. Allow the Contractor to operate a concession and any other applicable campground revenue generating activities for his/her own profit pending approval of a list submitted to Mackenzie County prior to the start of each season. The Contractor must receive approval from the Health Inspector prior

to commencing operation of the concession.

Schedule “B”

**PROPONENTS
EXPERIENCE &
EQUIPMENT LIST**

Schedule “C”

**PROPONENTS ADDITIONAL
SERVICES OFFERED**

Schedule “D”

PRICING FORM

Schedule "D"

Caretaking of Mackenzie County Campground

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

Caretaking Services - Mackenzie County Campground

SCHEDULE	CAMPGROUND	BID PRICE / MONTH
A	Wadlin Lake (Open mid May through September)	\$

The Contractor may receive up to a 25% bonus of the total revenue to a maximum of \$8,000. In order to receive the bonus, a successful yearend will be determined on the basis of customer and County satisfaction as well as meeting and/or exceeding the terms of this contract. *(Refer to Mackenzie Country Policy COM001).*

Executed this _____ day of _____ 201_

PROPONENT: _____

Name

Address

Town

Postal Code

Phone #

Cell #

email address

Signature of Proponents Authorized Representative

Signature of Witness

Print Name of Authorized Representative

Print Name of Witness

Schedule “E”

SAMPLE CONTRACT

SERVICES AGREEMENT

BETWEEN:

MACKENZIE COUNTY

AND:

SAMPLE

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SERVICES AGREEMENT

THIS AGREEMENT dated the _____ day of _____, 20____

BETWEEN:

MACKENZIE COUNTY

(hereinafter called the "County")

OF THE FIRST PART

AND:

(hereinafter called the "Proponent")

OF THE SECOND PART

WHEREAS:

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

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

ARTICLE 1 - DEFINITIONS

1.1 Definitions

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

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

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

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

1.2 Number and Gender

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

1.3 Headings and Division

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

ARTICLE 2 - SERVICES

2.1 Services

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

2.2 Commencement and Completion of Services

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

2.3 **Performance of Work**

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

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

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

2.4 **Warranty of Proponent**

The Proponent represents and warrants to the County:

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

2.5 **Progress Reports**

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

2.6 **Compliance with Legislation**

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

2.7 **Permits and Licenses**

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

ARTICLE 3 - PERSONNEL

3.1 **No Substitution**

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

3.2 **No Subcontractors**

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

3.3 **Removal of Personnel**

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

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

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

3.4 **Compliance with Policies**

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

3.5 **Safety**

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

ARTICLE 4 - PAYMENT

4.1 **Payment**

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

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

4.2 **Excess Payments, Taxes**

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

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

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

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

4.4 **Performance upon Failure of Proponent**

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

4.5 **Records**

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

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

4.6 **Audit**

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

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

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

4.7 **Acceptance is Not Waiver**

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

ARTICLE 5 - INFORMATION AND PROPERTY RIGHTS

5.1 **Confidential Information**

The Proponent agrees that:

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

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

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

5.2 **No Obligation to Disclose**

The County shall have no obligation to disclose to the Proponent any particular data, information or material which is considered by the County to be sensitive or confidential. All data, information or material which is provided to the Proponent by the County shall be and remain the sole property of the Municipality, and shall be returned to the County immediately upon termination or expiration of this Agreement or at any earlier time upon the County's request.

5.3 **Injunctive Relief**

The parties agree that improper disclosure or use of the Confidential Information will cause irreparable harm to the County, which harm may not be adequately compensated by damages. As a result, the parties agree that, in addition to all other remedies the County may have and not in derogation thereof, the County may seek and obtain from any court of competent jurisdiction injunctive relief in respect of any actual or threatened disclosure or use contrary to the provisions of this Agreement.

5.4 **Ownership of Service Results**

The Proponent agrees that all discoveries, designs, inventions, works of authorship, improvements in any apparatus, device, process, technology or thing, know-how, base materials, research results, data, surveys, maps, plans, schematics, reports (including progress reports referred to in Section 2.5), charges, tabulations, compilations, diagrams, flow-charts, processes, formulae, computer programs, specifications, screen or program layouts, drawings, documents, and notes or materials of any type whatsoever developed, created, conceived of, first reduced to practice or prepared by or on behalf of the Proponent or any officer, employee, agent or subcontractor in performance of the Services either alone or jointly with others (hereinafter collectively called the "Services Results") shall be fully and promptly disclosed to the County and shall be the absolute and exclusive property of the County, including any patent, copyright, other intellectual property or other rights of any kind in relation thereto. The Proponent hereby assigns, transfers and conveys to the County all of its right, title and interest in and to the Service Results and the Proponent shall promptly execute and do or cause to be executed and done any and all documents and things necessary or desirable to give effect to the provisions of this Section 5.4, including the execution of a written assignment of all right, title and interest, whether in law or in equity, to the County for any or all of the Services Results, in form acceptable to the County. Upon completion of the Services or expiration or termination of this Agreement, whichever is sooner (and from time to time upon request by the County), the Service Results and all copies thereof shall be delivered by the Proponent to the County without demand by the County without demand by the County, together with all supporting materials, explanatory notes and know-how required or reasonably necessary for full and complete disclosure of such Service Results and to enable the County to understand, use and modify the Service Results without assistance. No use may be made of the Service Results by the Proponent other than in connection with the performance of the Services hereunder. The Proponent hereby waives absolutely (and shall cause any other persons to waive absolutely) in favour of the County, its successors and assigns, any moral rights the Proponent or such other persons have or may at any time hereafter have in the Service Results.

5.5 **Protection of Rights**

The Proponent shall, at the request and expense of the County, execute or cause to be executed any documents and do or cause to be done all things which may be necessary or desirable to enable the County to file of and prosecute applications for patents, file for and obtain copyright registrations or otherwise protect any of the County's interest in and to the Service Results or any part thereof, in Canada or any other country. The County shall have complete control of and responsibility for the filings and prosecution of applications for patents, copyrights or other registrations in Canada and in foreign countries. The County shall assume all expenditures necessary to prepare and prosecute such applications and maintain or renew any resulting registrations.

5.6 **Records of Proponent**

The Proponent shall make and maintain during the Term of this Agreement, adequate and current written records of all Service Results, which records shall be made available to and remain the property of the County at all times, both during and after the Term of this Agreement.

5.7 Warranty of Original Work

The Proponent warrants that all Service Results will be original development by the Proponent, will not infringe any rights of any third parties and will otherwise be free of any claims of third parties, and will be specifically developed for the fulfilment of this Agreement.

5.8 No Challenge

The Proponent shall not challenge or deny nor assist any third party in challenging or denying any of the County's rights in and to the Service Results.

ARTICLE 6 - TERMINATION**6.1 Termination for Convenience**

This Agreement may be terminated at any time, with or without cause, by the County providing written notice to the Proponent at least seven (7) days prior to the termination date specified in the notice.

6.2 Termination for Default

The County may forthwith terminate this Agreement by providing written notice of termination to the Proponent, without prejudice to any other right or remedy the County may have, if the Proponent at any time:

- (a) fails to comply with any of the terms or conditions of this Agreement; or
- (b) is adjudged or otherwise becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, if a receiver is appointed for the property of the Proponent, or if the Proponent ceases to carry on business in the normal course;

such termination to be effective on the date such notice of termination is received.

6.3 Payment upon Termination

The County shall, in the event of termination of this Agreement, other than pursuant to Section 6.2(a), pay to the Proponent all amounts for completed work due to the Proponent in accordance with this Agreement, less any amounts which may be owing by the Proponent to the County as provided for hereunder. The County shall have no further liability of any nature whatsoever to the Proponent for any losses or damages suffered or sustained, either directly or indirectly, by the Proponent including, without limitation, loss of profit, as a result of the termination of this Agreement.

6.4 Effect of Termination

Upon termination or expiration of this Agreement:

- (a) the Proponent shall forthwith return to the County all Confidential Information in written form within its possession or control, together with all copies thereof or, at the County's written direction, destroy all such Confidential Information and provide the County with a certificate confirming such destruction; and
- (b) no further use may be made by the Proponent of the Service Results or any portion thereof, for any purpose whatsoever.

6.5 Survival of Obligations

Notwithstanding the expiration or termination of this Agreement for any cause, the provisions of this Agreement regarding payment obligations, indemnities, confidentiality obligations and proprietary rights, and those provisions which are expressly or impliedly intended to survive, shall survive any such expiration or termination and shall remain in force and shall include, without limitation, the provisions of Section 3.3, Section 3.6, Article 4, Article 5, Section 6.3, Section 6.4, Section 6.5, Article 7 and Section 8.8.

ARTICLE 7 - INDEMNITY AND INSURANCE**7.1 Indemnity**

Notwithstanding any other provision of this Agreement to the contrary, the Proponent shall:

- (a) be liable to the County, its officials, representatives, agents and employees for any and all losses, costs, damages and expenses (and without limiting the generality of the foregoing, any direct losses, costs, damages and expenses of the County or such persons, including costs as between a solicitor and his own client full indemnity basis) which the County or such persons may pay or incur;
- (b) indemnify and hold harmless the County, its officials, representatives, agents and employees from and against any and all liabilities, claims, suits or actions which may be brought or made against the County or such persons;

as a result of or in connection with:

- (c) the performance of the Services; or
- (d) any breach, violation or non-performance of any covenant, condition or agreement in this Agreement set forth and contained on the part of the Proponent to be fulfilled, kept, observed or performed; or
- (e) any breach of confidentiality on the part of the Proponent or any agent or subcontractor, or employee of the Proponent or any agent or subcontractor; or

- (f) any damage to property (including loss of use thereof) or injury to person or persons, including death resulting at any time therefrom, arising out of or in consequence of the performance of the Services; or
- (g) the failure of the County to withhold any taxes or other amounts in respect of payments made to the Proponent under this Agreement; or
- (h) any suit or proceeding based on a claim that the Service Results or any portion thereof infringes or constitutes wrongful use of any copyright, patent, trademark, trade secret or any other right of any third party;

and the County shall be deemed to be the agent of its officials, representatives, agents and employees in regard thereto.

7.2 **Insurance**

The Proponent shall maintain, in full force and effect with insurers licensed in the Province of Alberta, the following insurance:

- (a) standard automobile insurance providing coverage of at least Two Million (\$2,000,000.00) Dollars inclusive for bodily injury and property damage (if the Proponent is required to use a vehicle in the performance of the Services); and
- (b) any other insurance of such type and amount as may reasonably be required by the County.

7.3 **Placement of Insurance**

The aforementioned insurance shall be in a form and with insurers acceptable to the County. Certified copies of the policies shall be provided to the County by the Proponent upon request and evidence of renewal shall be provided to the County prior to the expiry dates of the policies.

7.4 **Deductibles and Duration**

The Proponent shall be responsible for the payment of all premium and deductible amounts relating to the said insurance policies and the Proponent shall maintain the aforementioned insurance until the Services are completed or the Agreement is terminated, whichever is last to occur (or, in the case of Section 7.2(d), for so long as may reasonably be required by the County).

ARTICLE 8 – PROPOSAL

8.1 **Conflict**

In the event that there is a conflict between the terms of this Agreement and the Proposal, the conflicting terms of this Agreement shall prevail over the conflicting terms of the Proposal.

ARTICLE 9 - GENERAL**9.1 Schedules**

The following Schedules attached hereto shall form part of this Agreement and are incorporated herein by reference:

Schedule "A" - Proposal
Schedule "B" - Terms of Payment
Schedule "C" - Special Terms and Conditions

9.2 Notices

Any notice provided for or permitted to be given pursuant to this Agreement shall be in writing and shall, except in the event of an interruption in postal service during which time all notices must be personally delivered, be sufficiently given if personally delivered or sent by prepaid registered mail addressed to the party for whom the same is intended to the address for notice for such party as set out in Schedule "C".

Any notice delivered personally shall be deemed to be received when left during normal business hours at the office set forth above and any notice sent by prepaid registered mail shall be deemed to have been received on the third normal delivery day following the posting thereof. Either party shall be entitled to change its address for notice to another existing address by notice in writing to the other. The word "notice" in this Section 8.2 includes any request, statement, report, demand, order or other writing in this Agreement provided or permitted to be given by the County to the Proponent or by the Proponent to the County.

9.3 Assignment

The Proponent shall not assign this Agreement or any portion thereof without the prior written consent of the County, which consent may be arbitrarily withheld. Upon any transfer or assignment by the County of this Agreement, the County shall be released from its obligations hereunder. The County may assign this Agreement in whole or in part to any person in the County's sole discretion without notice to the Proponent.

9.4 Waiver

The failure of a party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option and no waiver by the County of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the County.

9.5 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, assigns or approved assigns, as the case may be.

9.6 No Agency

Nothing in this Agreement, nor in any acts of the County and the Proponent pursuant to this Agreement, shall be construed, implied or deemed to create an agency, partnership, joint venture or employer and employee relationship between the County and the Proponent, and neither party has the authority to bind the other to any obligation of any kind.

9.7 Whole Agreement

The provisions of this Agreement constitutes the entire agreement between the parties and supersedes any prior agreements, letters of intent or understanding, whether written or oral, between the parties with respect to the matters contemplated herein. No terms, conditions, warranties, promises or undertakings of any nature whatsoever, express or implied, exist between the parties with respect to this Agreement except as herein set forth. This Agreement may be amended, changed or modified only by further written agreement between the parties.

9.8 Partial Invalidity

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

9.9 Time of Essence

Time shall be of the essence of this Agreement.

9.10 Expiration of Time

In any case where the time limited by this Agreement expires on a Saturday, Sunday or legal holiday in the Province of Alberta, the time limited shall be extended to and shall include the next succeeding day which is not a Saturday, Sunday or legal holiday in the Province of Alberta.

9.11 Further Assurances

Each of the parties to this Agreement shall at the request of the other party hereto, execute and deliver any further documents and do all acts and things as that party may reasonably require to carry out the full intent and meaning of this Agreement.

9.12 **Governing Law**

This Agreement shall be governed by the laws in force in the Province of Alberta and the courts of Province of Alberta shall have exclusive jurisdiction with respect to any dispute, matter or thing arising herefrom.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals by the hands of their proper officers.

[NAME OF PROPONENT]

MACKENZIE COUNTY

Per:

Per:

Signature of Authorized Signing Officer

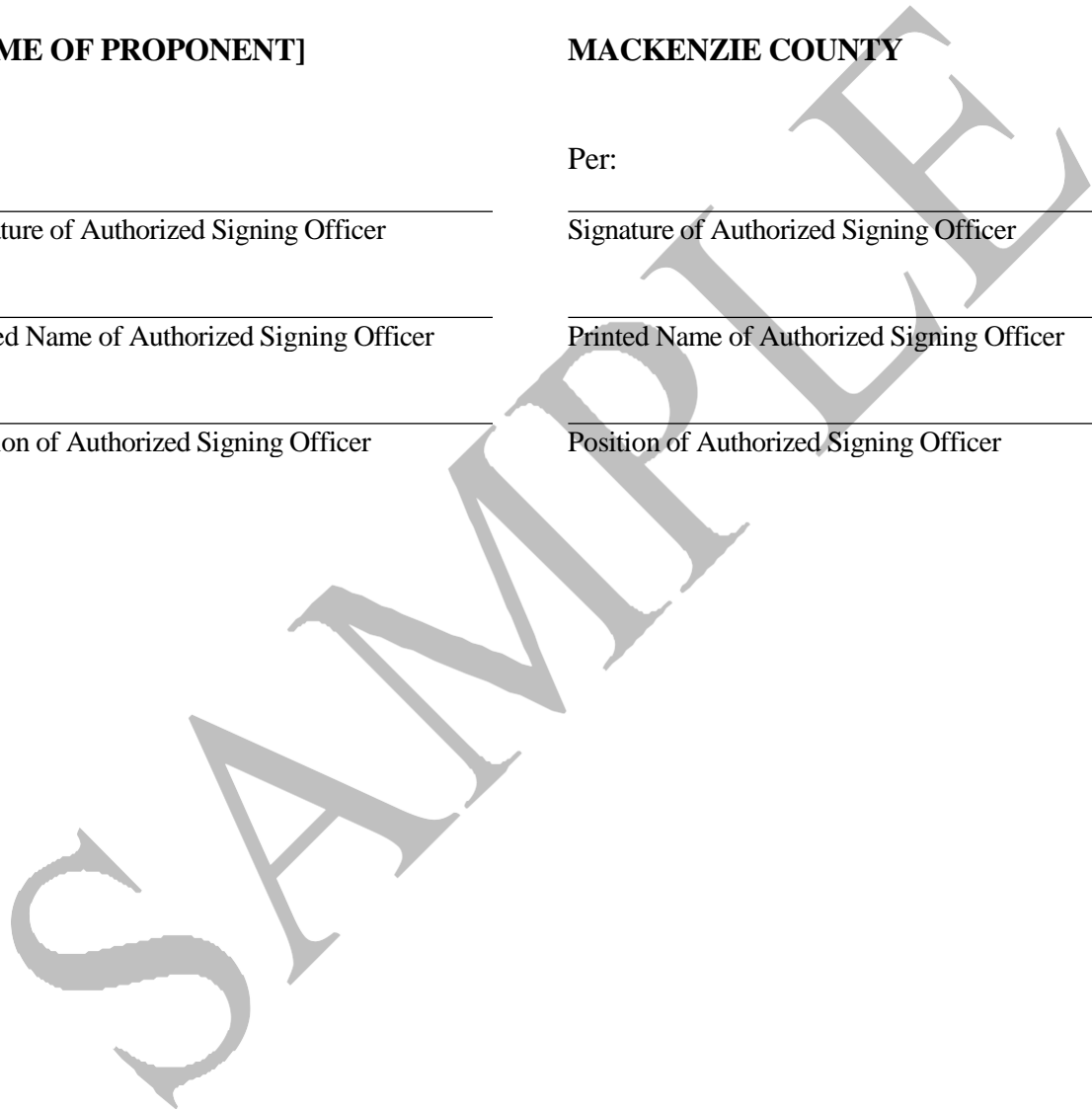
Signature of Authorized Signing Officer

Printed Name of Authorized Signing Officer

Printed Name of Authorized Signing Officer

Position of Authorized Signing Officer

Position of Authorized Signing Officer



SCHEDULE "A"

PROPOSAL

SAMPLE

SCHEDULE "B"

TERMS OF PAYMENT

Subject to all other terms and conditions of this Agreement, the Purchaser shall pay to the Proponent, those amounts not to exceed in the aggregate the Agreement Amount, in the following manner:

1. At the beginning of each calendar month an invoice shall be submitted to the County by the Proponent in respect of Services provided during the immediately preceding month. Each invoice shall, in respect of such month:
 - (a) refer to the purchase order number,
 - (b) where applicable, separately identify work performed in Canada and elsewhere and the proportionate allocation of the invoice amount in that regard;
 - (c) identify as separate items any travel and living expenses, and/or any tax, duty or charge separately chargeable to the County (in addition to the Agreement Amount) but only as specified and provided for in Schedule "C"; and
 - (d) identify the number of man-days or hours expended in providing the Services, the applicable rates and charges for the time expended, and a description of the Services performed in that regard.

The Proponent may elect, at its option, to provide the County with one invoice for the whole of the Services to be provided hereunder in place of monthly invoices, provided that all the required information is included in such invoice.

2. Subject to the verification of each invoice by the County and all other terms and conditions of the Agreement (including, without limitation, the Services being satisfactory to the County, the County shall pay the Proponent the amount of each invoice within thirty (30) days of receipt of same.

SCHEDULE "C"

SPECIAL CONDITIONS

SAMPLE

Mackenzie County REQUEST FOR PROPOSAL

CARETAKING OF Hutch Lake, Machesis Lake and Wadlin Lake Campgrounds

Mackenzie County invites proposals for the caretaking services at Hutch Lake, Machesis Lake and Wadlin Lake Campgrounds.

Request for proposal packages are available starting January 31, 2018 at the County offices in *High Level, Fort Vermilion, and La Crete.*

Sealed proposals will be received at the Fort Vermilion Office, located at 4511-46th Avenue or by registered mail to the address shown below by 4:30 p.m. local time on Tuesday, February 27, 2018.

For more information please contact:



Mackenzie County

Doug Munn
Director of Community Services
Mackenzie County
4511 – 46 Avenue
Box 640, Fort Vermilion, AB T0H 1N0
Phone: 780.927.3718
Fax: 780.927.4266
Email: dmunn@mackenziecounty.com



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	January 24, 2018
Presented By:	Karen Huff, Director of Finance
Title:	Capital Projects Requiring Immediate Action

BACKGROUND / PROPOSAL:

On January 9, 2018 council made the following motion:

MOTION 18-01-031 **MOVED** by Deputy Reeve Wardley
Requires 2/3

That administration bring back a list of capital projects that require immediate action to the next council meeting.

CARRIED

Administration has identified specific capital projects that require immediate action (such as special ordering or tight timelines for tendering):

Department 23:

LC Deck Gun (Tompkins)	
LC Piston Intake Valve and Booster Reel	\$15,000
	8,600

Department 32:

AWD Grader x3	\$910,161
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Department 41:

Rural Water Supply North of the Peace River	\$400,000
---	-----------

Author: Karen Huff **Reviewed by:** _____ **CAO:** _____

Other projects requested:

Department 32:

Gravel \$1,500,000

Department 41:

Waterline Bluehills \$200,000

Department 42:

Sanitary Sewer Expansion (Phase 2 Design) \$48,000

OPTIONS & BENEFITS:

If Council approves this request Administration would have a more favorable timeline to purchase needed supplies, and/or prepare tenders quicker so these projects can started on time

COSTS & SOURCE OF FUNDING:

2018 Operating & Capital Budget

SUSTAINABILITY PLAN:

COMMUNICATION:

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the following 2018 Capital Projects, that require immediate action, be approved.

Author: Karen Huff Reviewed by: _____ CAO: _____



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	January 24, 2018
Presented By:	Karen Huff, Director of Finance
Title:	Financial Reports – January 1, 2017 to December 31, 2017

BACKGROUND / PROPOSAL:

The Finance Department provides financial reports to Council as per policy.

OPTIONS & BENEFITS:

Please review the following financial reports for the period January 1, 2017 to December 31, 2017:

- Investment Report
- Statements of Operations by Object and Department

COSTS & SOURCE OF FUNDING:

N/A

SUSTAINABILITY PLAN:

N/A

COMMUNICATION:

N/A

Author: J Batt **Reviewed by:** Karen Huff **CAO:** _____

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the financial reports for the period of January 1, 2017 to December 31, 2017 be received for information.

Author: J Batt Reviewed by: _____ CAO: _____

Investment Report at the period ending December 31, 2017

Reconciled Bank Balance on December 31, 2017	
Reconciled Bank Balance	2,957,254
Investment Values on December 31, 2017	
Short term investments (EM0-0377-A)	7,182,193
Short term T-Bill (1044265-26)	238,789
Long term investments (EM0-0374-A)	8,326,031
Short term notice on amount 31 days	6,113,984
Short term notice on amount 60 days	15,183
Short term notice on amount 90 days	24,403
Vision Credit Union - 30 to 59 Days	3,002,219
Vision Credit Union - 2 year	2,034,000
Total Investments	26,936,802
Total Bank Balance and Investments	29,894,056

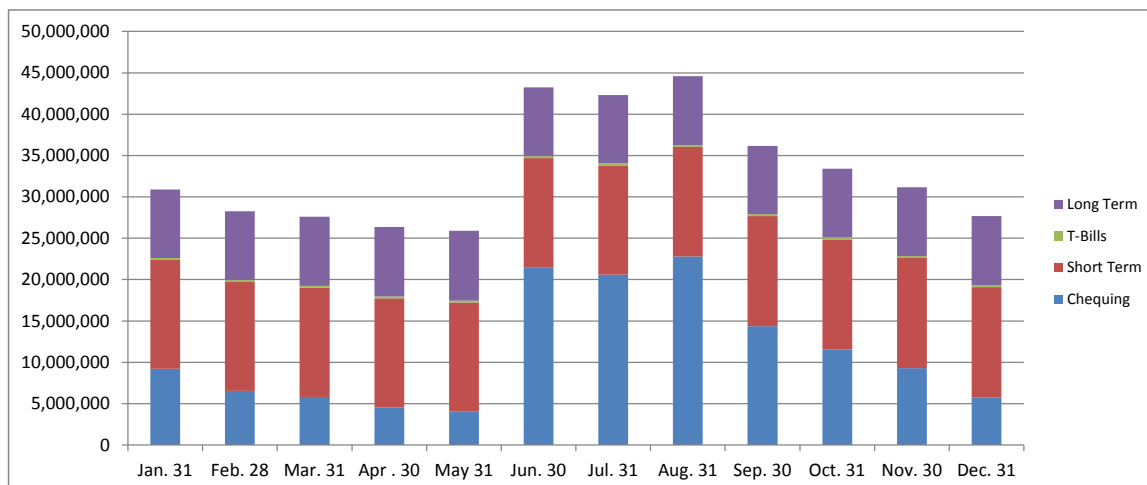
These balances include 'market value changes'.

Restricted Funds	
Restricted Operating	810,963
Restricted Capital	12,615,353
Reserves	21,628,964
Restricted Total	35,055,280
Unrestricted Funds Available	-5,161,224
Total Funds	29,894,056

Revenues

	<i>Total</i>	<i>Short Term</i>	<i>Long Term</i>
Interest received	409,647	191,688	217,959
Interest accrued	85,083	38,816	46,268
	494,730	230,504	264,227
Market value changes	(-186,799)		(-148,017)
Interest received, chequing account	157,026	157,026	
Grand total revenues before investment manager fees	464,957	387,529	116,209
Deduct: investment manager fees for investments	(-26,454)	(-3,905)	(-22,549)
Grand total revenues after investment manager fees	438,504	383,625	93,660

Balances in the Various Accounts - Last 12 Months



**MACKENZIE COUNTY
STATEMENT OF OPERATIONS**

	December-31-17			
	2015 Actual	2016 Actual	2017 Actual	2017
	Total	Total	Total	Budget
OPERATIONAL REVENUES				
Property taxes	\$35,167,010	\$33,778,553	\$30,543,104	\$30,691,385
User fees and sales of goods	\$4,619,126	\$4,454,752	\$4,537,835	\$4,628,114
Government transfers	\$1,501,319	\$1,390,555	\$639,797	\$1,214,214
Investment income (operating)	\$500,870	\$525,474	\$418,364	\$350,000
Penalties and costs on taxes	\$1,057,962	\$1,453,394	\$1,030,335	\$1,390,000
Licenses, permits and fines	\$539,489	\$456,914	\$350,956	\$353,000
Rentals	\$140,117	\$114,094	\$127,969	\$108,741
Insurance proceeds	\$329,409	\$36,663	\$3,234	\$0
Development levies	\$47,870	\$0	\$21,851	\$0
Municipal reserve revenue	\$92,428	\$81,789	\$70,980	\$30,000
Sale of non-TCA equipment	\$8,061	\$0	\$5,120	\$87,500
Other	\$501,684	\$491,062	\$319,361	\$314,600
Total operating revenues	\$44,505,345	\$42,783,250	\$38,068,906	\$39,167,554
OPERATIONAL EXPENSES				
Legislative	\$543,500	\$647,301	\$705,331	\$795,451
Administration	\$6,882,710	\$5,321,052	\$5,009,157	\$8,119,356
Fire/Ambulance	\$830,509	\$821,231	\$755,395	\$1,053,016
Enforcement	\$576,481	\$473,157	\$435,461	\$813,108
Transportation	\$15,769,625	\$15,225,791	\$9,086,022	\$19,441,465
Airport	\$358,625	\$365,257	\$163,989	\$412,364
Water, sewer, solid waste disposal	\$2,956,868	\$2,954,764	\$1,499,079	\$3,151,985
Sewer Services	\$1,121,435	\$899,855	\$470,310	\$1,152,312
Waste Disposal	\$714,865	\$748,030	\$669,924	\$801,497
Family & Community Support Services	\$639,256	\$783,038	\$751,654	\$803,744
Planning, development	\$933,468	\$1,022,963	\$869,891	\$922,791
Agriculture	\$1,397,583	\$1,161,289	\$1,290,786	\$1,578,160
Subdivision	\$139,085	\$127,289	\$144,818	\$257,772
Recreation and culture	\$1,332,485	\$1,085,520	\$931,870	\$1,347,732
Parks & Playgrounds	\$645,930	\$637,402	\$507,708	\$707,887
Tourism	\$51,139	\$28,472	\$34,680	\$47,550
Library	\$239,393	\$237,450	\$239,491	\$230,500
School requisitions	\$6,635,781	\$6,838,317	\$6,512,618	\$6,520,119
Lodge requisitions	\$788,108	\$852,083	\$461,788	\$459,579
Non-TCA projects	\$1,092,265	\$1,059,745	\$1,278,176	\$2,359,139
Operating expenses	\$43,649,111	\$41,290,006	\$31,818,148	\$50,975,527
Long term debt - Principle	\$1,669,369	\$1,578,512	\$1,691,602	\$1,575,519
Total Operating Expnses	\$45,318,480	\$42,868,518	\$33,509,750	\$52,551,046
Excess (deficiency) before other	(\$813,135)	(\$85,268)	\$4,559,156	(\$13,383,492)

Mackenzie County
Summary of All Units
Sunday, December 31, 2017

	2016 Actual	2017 Actual	2017	\$ Variance	% Variance
	Total	Total	Budget	(Remaining)	(Remaining)
OPERATING REVENUES					
100-Municipal Taxes	\$25,965,966	\$23,462,202	\$23,608,520	\$146,318	1%
101-Lodge Requisition	\$852,724	\$455,825	\$459,580	\$3,755	1%
102-School Requisition	\$6,839,278	\$6,521,520	\$6,520,118	(\$1,402)	0%
124-Frontage	\$120,584	\$103,557	\$103,167	(\$390)	0%
261-Ice Bridge	\$139,640	\$130,000		(\$130,000)	0%
420-Sales of goods and services	\$561,317	\$463,435	\$614,685	\$151,250	25%
421-Sale of water - metered	\$2,973,367	\$3,075,611	\$3,090,054	\$14,444	0%
422-Sale of water - bulk	\$920,067	\$998,789	\$923,375	(\$75,414)	-8%
424-Sale of land	\$52,900	\$8,000		(\$8,000)	0%
510-Penalties on taxes	\$1,453,394	\$1,030,335	\$1,390,000	\$359,665	26%
511-Penalties of AR and utilities	\$53,944	\$59,519	\$45,000	(\$14,519)	-32%
520-Licenses and permits	\$41,246	\$46,704	\$34,000	(\$12,704)	-37%
521-Offsite levy		\$21,851		(\$21,851)	0%
522-Municipal reserve revenue	\$81,789	\$70,980	\$30,000	(\$40,980)	-137%
526-Safety code permits	\$249,016	\$241,453	\$225,000	(\$16,453)	-7%
525-Subdivision fees	\$122,477	\$30,350	\$35,000	\$4,650	13%
530-Fines	\$34,589	\$22,685	\$50,000	\$27,315	55%
531-Safety code fees	\$9,587	\$9,764	\$9,000	(\$764)	-8%
550-Interest revenue	\$525,474	\$501,670	\$350,000	(\$151,670)	-43%
551-Market value changes		(\$83,306)		\$83,306	0%
560-Rental and lease revenue	\$114,094	\$127,969	\$108,741	(\$19,228)	-18%
570-Insurance proceeds	\$36,663	\$3,234		(\$3,234)	0%
592-Well drilling revenue	\$34,848		\$15,000	\$15,000	100%
597-Other revenue	\$127,358	\$98,593	\$149,000	\$50,407	34%
598-Community aggregate levy	\$45,801		\$80,000	\$80,000	100%
630-Sale of non-TCA equipment		\$5,120	\$87,500	\$82,380	94%
790-Tradeshows Revenues	\$36,404	\$23,248	\$25,600	\$2,352	9%
840-Provincial grants	\$1,390,555	\$639,797	\$1,214,214	\$574,417	47%
890-Gain (Loss) Penny Rounding	\$168	\$0		(\$0)	0%
TOTAL REVENUE	\$42,783,249	\$38,068,907	\$39,167,554	\$1,098,647	3%
OPERATING EXPENSES					
110-Wages and salaries	\$6,668,232	\$6,656,236	\$7,317,792	\$661,556	9%
132-Benefits	\$1,298,355	\$1,396,736	\$1,551,289	\$154,553	10%
136-WCB contributions	\$48,038	\$51,509	\$57,363	\$5,854	10%
142-Recruiting	\$16,839	\$19,227	\$15,000	(\$4,227)	-28%
150-Isolation cost	\$73,210	\$92,295	\$86,400	(\$5,895)	-7%
151-Honoraria	\$535,071	\$566,573	\$653,600	\$87,027	13%
211-Travel and subsistence	\$314,206	\$337,660	\$393,754	\$56,094	14%
212-Promotional expense	\$63,370	\$65,342	\$82,500	\$17,158	21%
214-Memberships & conference fees	\$105,598	\$111,228	\$152,636	\$41,408	27%
215-Freight	\$94,576	\$84,145	\$121,266	\$37,121	31%
216-Postage	\$46,830	\$53,504	\$43,150	(\$10,354)	-24%
217-Telephone	\$114,524	\$122,472	\$135,000	\$12,528	9%
221-Advertising	\$30,471	\$72,312	\$69,270	(\$3,042)	-4%
223-Subscriptions and publications	\$5,904	\$7,630	\$11,984	\$4,354	36%
231-Audit fee	\$90,300	\$75,600	\$81,800	\$6,200	8%
232-Legal fee	\$114,060	\$107,827	\$70,000	(\$37,827)	-54%
233-Engineering consulting	\$75,499	\$43,751	\$133,228	\$89,477	67%
235-Professional fee	\$1,614,325	\$1,494,761	\$1,760,554	\$265,793	15%
236-Enhanced policing fee	\$115,450	\$150,067	\$300,520	\$150,453	50%
239-Training and education	\$112,720	\$69,489	\$169,439	\$99,950	59%
242-Computer programming	\$92,126	\$56,716	\$106,450	\$49,734	47%
251-Repair & maintenance - bridges	\$37,194	\$74,352	\$590,500	\$516,148	87%
252-Repair & maintenance - buildings	\$165,527	\$128,949	\$170,700	\$41,751	24%
253-Repair & maintenance - equipment	\$425,609	\$315,918	\$377,850	\$61,932	16%
255-Repair & maintenance - vehicles	\$93,909	\$101,873	\$87,940	(\$13,933)	-16%
258-Contract graders	\$93,830	\$100,005	\$155,840	\$55,835	36%
259-Repair & maintenance - structural	\$1,350,249	\$1,561,334	\$2,178,959	\$617,625	28%
261-Ice bridge construction	\$93,006	\$116,516	\$120,000	\$3,484	3%
262-Rental - building and land	\$38,947	\$28,346	\$35,050	\$6,704	19%

Mackenzie County
Summary of All Units
Sunday, December 31, 2017

263-Rental - vehicle and equipment	\$66,882	\$65,760	\$74,902	\$9,142	12%
266-Communications	\$79,151	\$103,573	\$109,912	\$6,339	6%
271-Licenses and permits	\$2,441	\$9,594	\$9,518	(\$76)	-1%
272-Damage claims	\$1,565	\$3,560	\$5,000	\$1,440	29%
274-Insurance	\$355,556	\$275,150	\$322,770	\$47,620	15%
342-Assessor fees	\$250,768	\$178,215	\$263,000	\$84,785	32%
290-Election cost	\$3,055	\$12,372	\$15,000	\$2,628	18%
511-Goods and supplies	\$889,141	\$877,634	\$895,359	\$17,725	2%
521-Fuel and oil	\$696,439	\$751,938	\$1,038,320	\$286,382	28%
531-Chemicals and salt	\$276,742	\$292,761	\$328,200	\$35,439	11%
532-Dust control	\$667,977	\$545,077	\$660,000	\$114,923	17%
533-Grader blades	\$160,606	\$72,460	\$139,000	\$66,540	48%
534-Gravel (apply; supply and apply)	\$1,325,735	\$1,561,023	\$3,430,091	\$1,869,068	54%
535-Gravel reclamation cost	\$42,041			\$0	0%
543-Natural gas	\$79,024	\$88,256	\$96,838	\$8,582	9%
544-Electrical power	\$564,510	\$668,089	\$708,208	\$40,119	6%
550-Carbon Tax		\$70,605		(\$70,605)	0%
710-Grants to local governments	\$1,408,661	\$1,336,499	\$2,474,900	\$1,138,401	46%
735-Grants to other organizations	\$1,927,694	\$2,022,718	\$2,145,088	\$122,370	6%
747-School requisition	\$6,838,317	\$6,512,618	\$6,520,119	\$7,501	0%
750-Lodge requisition	\$852,083	\$461,788	\$459,579	(\$2,209)	0%
810-Interest and service charges	\$32,576	\$23,904	\$15,000	(\$8,904)	-59%
831-Interest - long term debt	\$555,057	\$514,016	\$505,190	(\$8,826)	-2%
832-Principle - Long term debt	\$1,578,512	\$1,691,602	\$1,575,519	(\$116,083)	-7%
TOTAL	\$32,582,507	\$32,201,586	\$38,821,347	\$6,619,761	17%
Non-TCA projects	\$1,059,745	\$1,278,176	\$2,359,139	\$1,080,963	46%
762 - Contributed to Capital	(\$200,000)			\$0	0%
763-Contributed to Capital Reserve	\$246,958			\$0	0%
764-Contributed to Capital Reserve	(\$655,816)			\$0	0%
921-Bad Debt	\$956,762		\$4,100	\$4,100	100%
922-Tax Cancellation/Writeoff	\$4,049		\$1,256,541	\$1,256,541	100%
993-NBV of Disposed TCAAssets	\$322,261		\$173,176	\$173,176	100%
994-Change in Inventory	\$559,623		\$429,265	\$429,265	100%
995-Amortization of TCA	\$8,345,075		\$9,507,478	\$9,507,478	100%
TOTAL EXPENSES	\$43,221,165	\$33,479,762	\$52,551,046	\$19,071,284	36%
EXCESS (DEFICIENCY)	(\$437,916)	\$4,589,144	(\$13,383,492)	(\$17,972,636)	134%



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	January 24, 2018
Presented By:	Karen Huff, Director of Finance
Title:	2013 Overland Flooding Invoice dated February 4, 2014 (H. Martens)

BACKGROUND / PROPOSAL:

On May 3 – 5, 2013 Mackenzie County experienced an overland flood where Mackenzie County claimed disaster recovery for damages sustained to County roads and infrastructure.

During the flood, Mr. Henry Martens dug up a portion of a road and removed the culvert.

On August 15, 2013 Administration invoiced Mr. H Martens for the repair of the road and to replace the culvert (Invoice #13947 - \$5,836.39).

October 24, 2013 Mr. H Martens contacted Administration and refused to pay the invoice. Mr. H Martens indicated at that time that he would take it up with the previous CAO.

The unpaid invoice was brought to the previous CAO’s attention on November 18, 2013. The previous CAO indicated that she would call Mr. H Martens and discuss.

In February 2014, Administration received an invoice from Mr. H Martens for \$19,888.53. The invoice was for the equipment that Mr. H Martens rented to trench, and open, the road and driveway as well as damages to the home. This was brought to the previous CAO for discussion with Mr. H Martens.

Mackenzie County applied for disaster recovery and was approved. Businesses and homeowners were also able to submit their own claims for damages to their property. The ratepayers were advised of the disaster recovery program through local media, Mackenzie County’s Facebook page and Mackenzie County’s website.

Author: Jennifer Batt/Karen Huff **Reviewed by:** _____ **CAO:** _____

On June 23, 2014 Administration was contacted by Disaster Recovery asking for a copy of Mackenzie County's invoice to Mr. H Martens.

In February, 2015 Administration received a Statement from Mr. H Martens stamped "PAST DUE".

March 2015 Administration received a copy of Mr. H Martens' original invoice attached to a letter where Mr. H Martens provides a summary of the events along with a copy of Mackenzie County Invoice #13947

January, 2018 Administration received another copy of Mr. H Martens' original invoice attached to a letter where the ratepayer summarizes the events – this letter is not a copy of the letter received in 2015.

OPTIONS & BENEFITS:

1. Regarding Mr. H Martens' invoice to Mackenzie County:
Mackenzie County not pay the invoice from Mr. H Martens (\$19,888.53) as he had the option of applying for disaster recovery from the Province of Alberta and part of the invoice was to cover the cost to dig up a county road.
2. Regarding Mackenzie County invoice to Mr. Martens:
Mackenzie County reverse the invoice to Mr. Martens (Invoice #13947) due to possible miscommunication and concerns between the ratepayer and the Public Works Supervisor.

Or

Mackenzie County continue to try and collect payment for Invoice #13947.

COSTS & SOURCE OF FUNDING:

2018 Operating Budget

SUSTAINABILITY PLAN:

N/A

COMMUNICATION:

Administration communicate Council's decision to Mr. Henry Martens

Author: Jennifer Batt/Karen Huff **Reviewed by:** _____ **CAO:** _____

RECOMMENDED ACTION:

Motion 1

Simple Majority Requires 2/3 Requires Unanimous

That Mr. Henry Martens be advised that Mackenzie County will not be paying the invoice received from him as a result of the 2013 overland flooding.

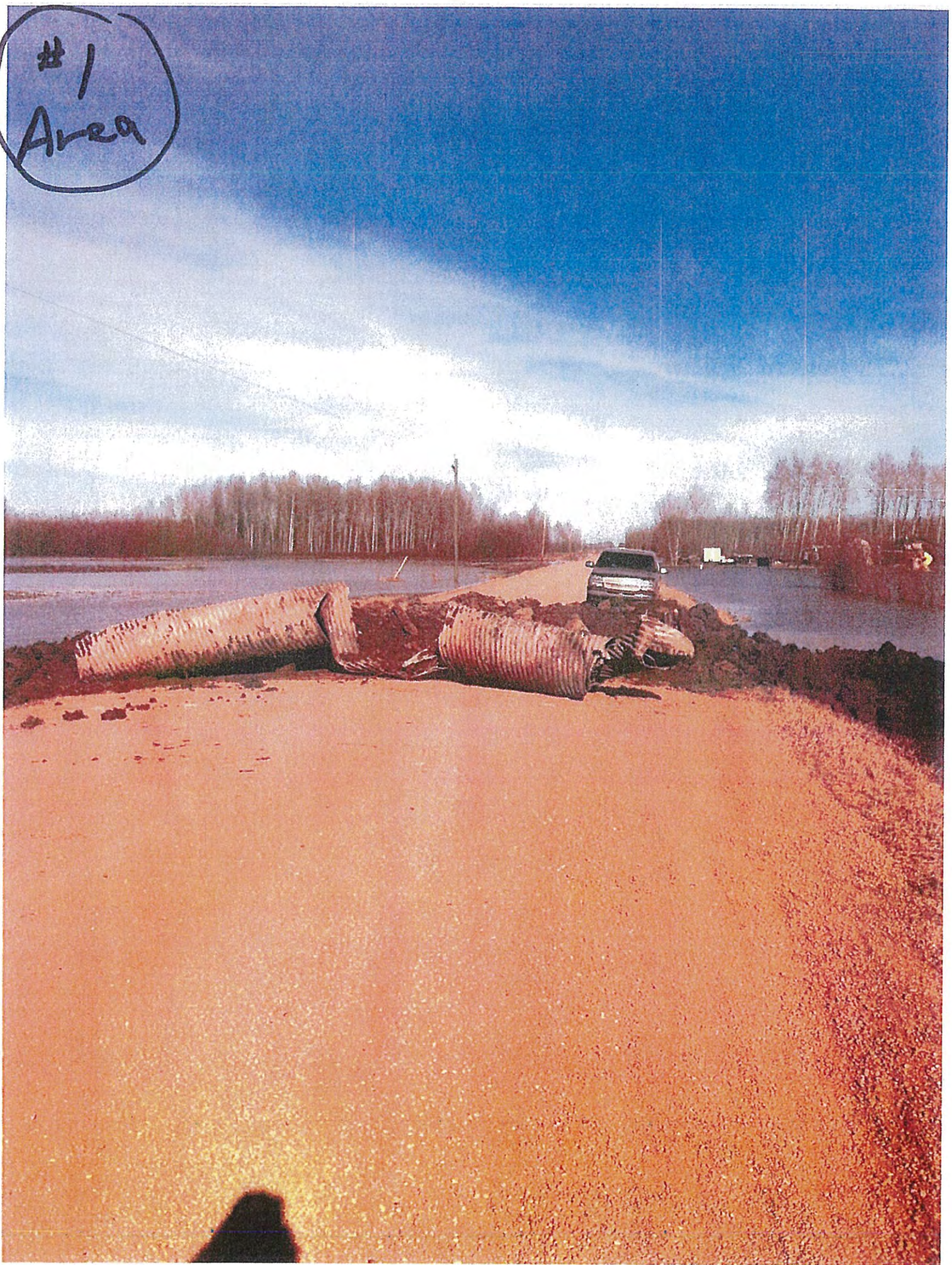
Motion 2

Simple Majority Requires 2/3 Requires Unanimous

That Mackenzie County's Invoice #13947 to Mr. Henry Martens be reversed.


Author: Jennifer Batt/Karen Huff **Reviewed by:** _____ **CAO:** _____

#1
Area



INVOICE

Customer

MARTENS, HENRY & TINA


LA CRETE AB

T0H 2H0

Date: 8/15/2013

Customer# 230002

Due Date: 9/14/2013

^PLEASE RETURN THIS PORTION WITH YOUR PAYMENT^

Quantity	Description	Unit Price	Total
1.00	CULVERTS X 2 900 MM X 7 M	\$1,208.20	\$1,208.20
1.00	COUPLER 1 X 900 MM	\$35.55	\$35.55
1.00	GRAVEL 51.5 TON (\$12.94 X 145.8 M3)	\$1,886.65	\$1,886.65
1.00	LABOUR 14 HRS @ \$25.00 / HR	\$350.00	\$350.00
1.00	BACKHOE RENTAL (2013 RATES) 8 HRS @ \$130 / HR + 6%	\$1,102.40	\$1,102.40
1.00	TRUCK & TRAILER RENTAL TRUCK & TRAILER @ 8 HOURS	\$366.40	\$366.40
1.00	TANDEM AXLE TRUCK / AXLE PUP UNIT 2007/ 5 HRS @ \$165 / HR	\$825.00	\$825.00

	Subtotal	\$5,774.20
TRUCK - 8 HRS @ \$32 / HR + 15%	Tax	\$62.19
TRAILER - 8 HRS @ \$9 / HR	Total	\$5,836.39

**PAYMENT DUE UPON RECEIPT - PAYABLE TO MACKENZIE COUNTY
 PLEASE INCLUDE TOP PORTION WITH PAYMENT**

Feb. 4 - 2014

①

On May 5 - 2013 at 7:30 AM when we woke up the water was up to the right side of the driveway. up to the trees by 8:30 AM it was running over our driveway. 9:30 AM our front lawn was almost half under water the water was rising very rapidly. I called John Martens told him we had trouble. water was rising very rapidly and something would have to be done to save our house. I told him the road might have to be dug open because the culvert was too high water couldn't get away. Culvert was only running about $\frac{1}{3}$ and John Martens told me digging open the road was our last option, and John Martens said he would come and see what we could do. I stayed home from church and started trenching on my yard, I pulled open my driveway to try to get the water level to drop, it slowed it down somewhat but it still kept on rising. This is 12:00 and John Martens still hadn't made an effort to come and look or even call me to see how it was doing.

It was my birthday. We got company which we had to bring to the house with a vehicle that was parked on this side of our driveway ~~to~~ because our house was on an island by now we were ~~surrounded~~ surrounded by water.

2:45 PM We could still see water rising quite rapidly and we still never seen or heard anything from John Martens

(2)

and water was now about 8 inches from running into our basement my wife and our company (witnesses) said Henry I think it is time you do something right away since I had pulled open the driveway already and trenched I was up to only 1 option left pulling open the road and I knew I didn't have too much time left to waste. So I got a backhoe and started pulling open the road shortly after that finally John Martens did show up and asked me kinda snarkish "Who gave you permission to open the road" I told him my house, and he left.

Once the road was opened lots of water moved really fast but water levels didn't drop till about 7:30 PM that evening so we assume the same amount of water kept coming that rose water levels as what was draining, so had I not pulled open the road there would not have been a chance to save the house the rest of the property was covered in water which has given us quite a bit of damage, sewer problems etc.

John Neufeld ⁽⁹²⁸⁻²⁹⁰⁸⁾ my neighbour had asked the MD several times previously to lower that culvert so it would do it's purpose.

Feb. 4/13

(3)

Backhoe Rent 8 HRS Weekend rate \$200/hr + 6%	\$1696.00
Truck 8 HRS Weekend rate \$64/hr + 15%	\$ 588.80
Trailer 8 HRS Weekend rate \$18/hr	\$ 144.00
24 HRS @ \$65/hr (3 guys)	\$ 1560.00
Trenching & opening drive way.	
Bobcat 4 hrs weekend rate \$130/hr + 6%	\$ 551.20
4 hrs closing driveway & trenches \$65/hr	\$ 275.60
Gravel 10 yards @ \$20/yard	\$ 200.00
<u>Damage</u>	
12 windows	\$ 6500.00
39 sheets (1/2 lift) O.S.B. Plywood 7/16	\$ 409.11
37 sheets 8' tin Masa Panel 296 lineo ft. @ \$3.72	\$ 1101.12
294 lineo. FT Rainbow Rib tin @ \$2.80	\$ 832.20
250 lineo. FT. Birch Wood @ \$3.49	\$ 872.50
2 Sewer pumps @ \$579.00	\$ 1158.00
Field system collapsed have not replaced yet	\$ 4000.00
Henry Martens	<u>19,888.53</u>

On May 5 - 2013 Water started running (Spring run off)

Phoned John Martens told him some thing would have to be done to get water moving As it was about to run into our Basement He said he would come and have a look this was at 7:30 AM.

meantime Henry started to do some trenching dug open our driveway. The culvert in the road was to high it was only running about $\frac{1}{3}$, Around 2:45 PM water was about 8 inches from the house whole property was covered in water we were on an island. Still nobody from MD had showed up to have a look to see what to do Our only option left was to pull road open where the high culvert was so we ended up hiring a backhoe, to come and pull open the road.

Because of the delay, the whole property was covered under water we had lots of damage Our Sewer field system gave up, blew out 2 Sewer pumps, being a carpenter Lots of my new Material was damaged which could have been prevented if they would have come out and acted sooner. MD is still billing us for closing up the road so once they pay us our bill we will pay their bills as well. The Dr

Feb. 4, 2014

(3)

Backhoe Rent 8 HRS Weekend rate \$200/hr + 6%	\$1696.00
Truck 8 HRS Weekend rate \$64/hr + 15%	\$ 588.80
Trailer 8 HRS Weekend rate \$18/hr	\$ 144.00
24 HRS @ \$65/hr (3 guys)	\$ 1560.00
Trenching & opening drive way.	
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4 hrs closing driveway & trenches \$65/hr	\$ 275.60
Gravel 10 yards @ \$20/yard	\$ 200.00
<u>Damage</u>	
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2 Sewer pumps @ \$579.00	
Field system collapsed have not replaced yet	\$ 4000.00
Henry Martens	<u>19,888.53</u>

STATEMENT

01/31/15

HENRY, TINA MARTENS
LACRETE AB TOH 2HO

TO: MACKENZIE COUNTY
P.O. BOX 640
FORT VERMILION AB
TOH INO

invoice # 37

19,888.53

PAST DUE
PLEASE SEND PAYMENT

Amount Due: 19,888.53

Current	31 - 60 Days	61 - 90 Days	91 and Over
\$0.00	\$0.00	\$0.00	\$19,888.53

MARTENS, HENRY & TINA
LA CRETE AB TOH 2HO

RECEIVED
FEB 6 2015

MACKENZIE COUNTY
FORT VERMILION OFFICE



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	January 24, 2018
Presented By:	Len Racher, Chief Administrative Officer
Title:	Information/Correspondence

BACKGROUND / PROPOSAL:

The following items are attached for your information, review, and action if required.

- Action List
- Correspondence – MLA Debbie Jabbour (Invitation to Council Meeting)
- Correspondence – Alberta Transportation (Intersection Safety Issue Upgrade)
- Correspondence – Alberta Transportation (Project Priorities to Provincial and Federal Funding)
- Correspondence – Alberta Transportation (Intersection Upgrade at TWP 1070 East from Hwy 697)
- Correspondence – MLA Debbie Jabbour (April 24, 2017 Meeting Follow-up)
- Correspondence (Tri-Council) – Alberta Health Services (Northern Alberta Renal Program)
- Correspondence – Alberta Environment & Parks (Meeting Follow-up on County Projects)
- Correspondence – Alberta Agriculture & Forestry (Natural Gas Meeting Follow-up)
- Correspondence – Alberta Transportation (Provincial Priority Projects List Follow-up)
- La Crete Recreation Society Meeting Minutes
- Mackenzie Library Board Meeting Minutes
- CETC Governance Workshop (George Cuff)
- Farm and Ranch Safety Rules Feedback
- Mighty Peace Watershed Alliance Newsletter
-
-

Author: C. Gabriel **Reviewed by:** _____ **CAO:** _____

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

SUSTAINABILITY PLAN:

COMMUNICATION:

RECOMMENDED ACTION:

- Simple Majority Requires 2/3 Requires Unanimous

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

Author: C. Gabriel Reviewed by: _____ CAO: _____

Mackenzie County Action List as of January 9, 2018

Council Meeting Motions Requiring Action

Motion	Action Required	Action By	Status
May 28, 2013 Council Meeting			
13-05-375	That the Zama Access paving be the first capital priority for paving a road outside a hamlet boundary and that administration continue reviewing options and applying for provincial and/or federal grants as these may become available with intent to complete the paving of this road.	CAO	Debbie Jabbour has not brought forward any suggestions on how to get this accomplished.
March 10, 2015 Council Meeting			
15-03-191	To ensure, assist and stimulate the continued financial and economic growth and well-being of our oil and gas industry, that Mackenzie County explore transferring the following LOC roads to Mackenzie County: Zama Plant Road approximately 47 kilometers (connecting Zama Access with the Assumption High Grade) and the first approximately 60 kilometers of the Shekilie Road.	CAO	Met with new owners (Paramount) in Calgary, and followed up with a letter requesting fair treatment of all users of Road. Paramount assured that they need private industries to fill pipeline to the plant.
February 22, 2016 Council Meeting			
16-02-135	That the County covers the additional cost of the survey on Plan 5999CL, Lot E to date and have administration release a copy of the report to the landowner informing them that the initial investigation survey has been completed.	Byron	Initial report received, still awaiting final report Investigated by Director of Surveys. Anticipating a couple year deadline.
March 8, 2016 Regular Council Meeting			
16-03-178	That administration pursues taking possession of the southerly gravel pit lease DRS 834, and delays pursuing possession of the northerly gravel pit lease DRS 780149.	Dave	Have received SML. Starting the CORP
May 10, 2016 Regular Council Meeting			
16-05-354	That administration be authorized to proceed as follows in regards to the Zama Crown Land Procurement: <ul style="list-style-type: none"> • cancel PLS 080023; • pursue acquisition of land parcels as identified on the map presented in red; • identify a parcel of land to be subdivided from Title Number 102 145 574 +1 (Short Legal 0923884; 21; 1) and offered for trade or sale to Alberta Environment and Parks due to its unsuitability for a hamlet development , specifically the land use restrictions per Alberta Energy Regulator. 	Don	PLS Cancelled Need to submit 2 different applications. Asset list with all leases, caveats, dispositions, easements, etc Response Received from AEP 2017-11-27 RFD to Council
July 12, 2016 Regular Council Meeting			
16-07-526	That the County pursue purchasing the leased lands at the Wadlin Lake and Hutch Lake campgrounds.	Doug Len	Wadlin-waiting for survey to be accepted by Director of Surveys.

Motion	Action Required	Action By	Status
			Next step – First Nation Consultation
August 9, 2016 Regular Council Meeting			
16-08-599	That administration proceed with registering the utility right of way on NE 3-106-15-W5M and NW 3-106-15-W5M. (La Crete SE Drainage Ditch)	Byron	Re-negotiating with landowners.
August 24, 2016 Regular Council Meeting			
16-08-656	That administration draft an endeavor to assist policy for lateral water lines.	Fred	Finance Committee 2018-01-22
November 23, 2016 Regular Council Meeting			
16-11-868	That Mackenzie County initiate discussions with First Nations with the intention of creating a Memorandum of Understanding for a communication protocol between Mackenzie County and our First Nation neighbours.	Doug	Working on establishing relationships that will inform the communication protocol
December 13, 2016 Regular Council Meeting			
16-12-913	That administration change equipment values as determined and to engage in an appraisal for buildings over \$100,000 as per amended list in 2017.	Doug	2018 Budget
January 9, 2017 Regular Council Meeting			
17-01-011	That the request to alter fire invoicing process with the Town of High Level be discussed at the 2018 review of the Regional Service Sharing Agreement.	Len	RRSA Review in 2018
February 14, 2017 Regular Council Meeting			
17-02-113	That third reading of Bylaw 1050-16 being a Land Use Bylaw Amendment to rezone part of SE 16-106-15-W5M from La Crete General Commercial District "GC1" to Manufactured Home Subdivision 1 "MHS1" to accommodate the development of residential lots be TABLED until the area structure plan and servicing requirements have been reviewed for the area.	Byron	Developers are not actively pursuing, however they have not withdrawn their application.
March 14, 2017 Regular Council Meeting			
17-03-192	That administration apply for federal grant funding for the following projects: <ul style="list-style-type: none"> • Blue Hills Waterline • Waterline north of the Peace River 	Fred	Waiting for program announcement and opening for applications
March 29, 2017 Regular Council Meeting			
17-03-222	That the budget be amended to include \$15,000 for the Wadlin Lake Land Purchase project, for the purpose of completing the land survey, with funding coming from the Parks & Recreation Reserve and that administration move forward with completing the survey and that administration bring back costs relating to First Nations Consultation prior to initiating the consultation process.	Karen Doug	We are waiting for an approval of the survey by the Director of Surveying before process can move forward
April 11, 2017 Regular Council Meeting			

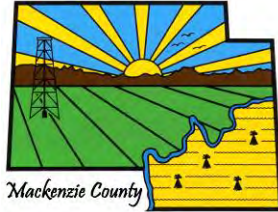
Motion	Action Required	Action By	Status
17-04-254	That administration bring back options for an additional sub-class under residential for lots too small to legally develop.	Karen Byron	Discussion to take place with new assessor.
June 13, 2017 Regular Council Meeting			
17-06-425	That a letter be sent to all cell service providers requesting that they provide cell service along all major Highway (Highway 35, 58, 88 & 697) corridors and with a copy going to our Members of Parliament, Member of Legislative Assembly, Regional Economic Development Initiative, Northern Transportation Advocacy Bureau, Northern Alberta Development Council, Alberta Urban Municipalities Association, and the Alberta Association of Municipal Districts and Counties.	Len	Drafting Process
17-06-426	That administration prepare a cost estimate to complete the preliminary work for the development of additional lots at Hutch Lake Cabins and bring back to Council for review.	Doug	2018 Budget Deliberations
17-06-439	That administration look at options for a future fire hall in the Hamlet of Fort Vermilion, outside of the downtown core.	Byron Doug	Long term discussion for 5 year plan. Proposed locations being assessed.
June 28, 2017 Council Meeting			
17-06-445	That administration be directed to enter into an agreement with CanWest Air for the lease of a new terminal at the Fort Vermilion airport, with the terms and conditions as discussed.	Byron	Developing an agreement with CanWest
17-06-493	That tax rolls 077026, 077027 & 077030 be classified under the Limited Access Seasonal Residential for the 2018 tax year.	Karen	2018 Tax Rate Bylaw
17-06-495	That tax rolls 118524-118528 & 118535-118539 be classified under the Limited Access Seasonal Residential for the 2018 tax year.	Karen	2018 Tax Rate Bylaw
17-06-497	That tax roll 074356 be classified under the Limited Access Seasonal Residential for the 2018 tax year.	Karen	2018 Tax Rate Bylaw
17-06-502	That administration proceed with acquiring proper permitting for Fidler Pit, and begin a Request for Proposal for the removal of overburden from Fidler Pit in the 2017 year, and move the crushing Request for Proposal to the 2018 budget year.	Dave	In Progress
July 26, 2017 Council Meeting			
17-07-541	That Mackenzie County proceeds with acquiring Recreation Lease REC820035 for future road improvements and to continue operating the recreational area of Tourangeau Lake.	Doug	Application in Progress
August 23, 2017 Council Meeting			

Motion	Action Required	Action By	Status
17-08-593	That administration proceed with meeting with the developers and draft an off-site levy bylaw for the La Crete Sanitary Sewer Expansion project.	Fred	Engineers still working on report. Open House 2017-09-21 To Council 2017-10-10
17-08-605	That Mackenzie County send a letter to D. Gilles Seutin, Chief Ecosystem Scientist, with a copy to The Honourable Catherine McKenna and The Honorable Shannon Phillips regarding the diseased wood bison.	Len	In Progress
September 25, 2017 Council Meeting			
17-09-643	That the \$2,000,000.00 Mackenzie County receives from the Province for the Fox Lake Access Road Project be released to Little Red River.	Karen	Funds have not yet been received
17-09-646	That a letter be sent to our Members of Parliament expressing our objection to the privatization of national airports.	Dave	Letter is written.
17-09-650	That administration work with the Mackenzie Ski Hill Society to obtain a Registered Road Disposition (RRD) disposition for the road, and that the County commits to an endeavor to assist, as per current policy, to cover a portion of road construction costs to the proposed ski hill in the Buffalo Head Hills.	Dave	Ongoing.
17-09-653	That administration negotiate an agreement with the Fort Vermilion Board of Trade for the transfer of the Fort Vermilion Airport Terminal Building.	Doug	Negotiations are in progress.
17-09-660	That administration bring back Policy FIN013 - Community Organization funding with amendments to include the process for flow through grant funding and issuing of charitable receipts.	Karen	Complete
17-09-668	That administration look into Alberta Transportation's inquiry regarding the intersection on Range Road 172.	Dave	Will bring to Council in early 2018.
October 24, 2017 Council Meeting			
17-10-809	That MLA Debbie Jabbour be invited to an upcoming council meeting.	Carol	In Progress
17-10-811	That a letter be sent to the Government of Alberta requesting that they reconsider the withdrawal of the \$8M support for the Western College of Veterinary Medicine.	Len	In Progress
October 30, 2017 Council Meeting			
17-10-824	That weed notices be issued on public lands starting in the 2018 year.	Grant	Letter has been drafted to the Minister
November 7, 2017 Council Meeting			
17-11-828	That Bylaw 1083-17 being the organizational and procedural bylaw for Mackenzie County be brought back to include additional information on delegations and public hearings.	Carol	2018-02-28

Motion	Action Required	Action By	Status
17-11-829	That administration investigate options for live/recorded broadcasting of council meetings.	Carol	In progress
17-11-839	That the surveillance camera estimate be TABLED for more information.	Doug	2018-01-23 COW Meeting
17-11-847	That the County sell 0.102 acres (Part of Plan 882 2651, Block 01, Lot E) to the developer for the purpose of consolidation at market value and a \$3,500 donation to the Jubilee Park in La Crete.	Byron	Property Sale In Progress.
17-11-851	That the County proceed with negotiations for a new post office facility in La Crete as discussed.	Len Byron	In Progress
November 29, 2017 Council Meeting			
17-11-872	That administration investigate the status of the companies with uncollectable Education Property Taxes on oil and gas properties and verify the write-offs versus allowances.	Karen	In Progress
17-11-873	That first reading be given to Bylaw 1086-17 being a Land Use Bylaw Revision to add the definition of Dwelling – Emergency Services to the Land Use Bylaw and that Dwelling – Emergency Services be added as a discretionary use in the Airport “AP” district, subject to public hearing input.	Byron	Public Hearing on 2018-01-09
17-11-874	That administration be authorized to negotiate and enter into a lease agreement with Arrow Technology Group for the purpose of a communication tower to increase internet service in Zama.	Byron	Project Completion of December 2017. January Installation.
December 11, 2017 Budget Council Meeting			
17-12-897	That administration review the need for the changes/additions to the Fort Vermilion Shop and consider the need for a new fire hall in Fort Vermilion and investigate other building options.	Doug	In Progress
17-12-899	That the 2018 non-profit capital and operating funding be approved and that fifty percent (50%) of the operating funding be released.	Karen	January 2018
December 12, 2017 Council Meeting			
17-12-905	That the Northern Alberta Development Council (NADC) be invited to attend a council meeting to provide an update on the Rural Broadband project.	Carol	
17-12-914	That Mackenzie County proceed with the purchase of the Bistcho Lake leases connected to commercial fishing.	Doug	Motion Rescinded
17-12-919	That the following properties be removed from the 2017 Tax Recovery Auction List and that Administration apply for Ministerial Orders to extend the tax notification period as per section 417(2)(a) and 418(2) of the Municipal Government Act and that the properties be added to the	Karen	

Motion	Action Required	Action By	Status
	next tax recovery auction list following receipt of the Ministerial Orders. <ul style="list-style-type: none"> • Tax Roll 076073 • Tax Roll 296347 • Tax Roll 300574 		
17-12-920	That the following property be removed to investigate amounts transferred to the tax roll for spill clean-up. <ul style="list-style-type: none"> • Tax Roll 077071 	Karen	
17-12-922	That the Mackenzie Housing Park Project over-expenditure be funded from the Municipal Reserve in the amount of \$5,095.	Karen	
17-12-927	That Mackenzie County extend the current contract with Superior Safety Codes for a three year term, subject to final negotiations and ratification by Council.	Byron	
January 09, 2018 Council Meeting			
18-01-013	That administration follow-up with Telus regarding the implementation of the municipal rural addressing program.	Byron	
18-01-018	That the three appellants of the hearing held for 01-SDAB-17 be refunded their appeal fees in the amount of \$250.00 each.	Carol	
18-01-022	That administration notify the AAMDC of Council's preference for the member visit.	Carol	
18-01-023	That the following agenda items be added to the Tri-Council meeting agenda for February 7, 2018: <ul style="list-style-type: none"> • Diseased Bison • Charity Golf Tournament • Natural Gas Situation • Seniors Lodge Update 	Len	Completed
18-01-024	That MLA Debbie Jabbour be notified of the following provincial capital projects as requested: <ul style="list-style-type: none"> • Increased Natural Gas & Electricity Supply • Bridge across the Peace River at the Tompkins Crossing • High Load Corridor – Highway 88 • Rural Water Lines • Highway 697 Widening (La Crete to Highway 88 Intersection) • Zama Road • Rail Service (Fort McMurray to Alaska) • Rail Service Upgrade (High Level to Grimshaw) • Hospital (La Crete) • Economic Protection Plan from Species at Risk 	Carol	Completed
18-01-025	That administration forward the required information to Alberta Transportation regarding the request to include the Zama Access Road on the provincial priority list in	Len	Letter sent April 20, 2017 and a follow up letter will be sent.

Motion	Action Required	Action By	Status
	order to apply for federal funding.		
18-01-026	That the budget be amended to transfer \$2,100 from the Curling Rink Lights Project (#6-71-38) to the Natural Gas, Hot water Tank, 4 New Baseboards Project (#6-71-36) as requested by the La Crete Recreation Board.	Karen	
18-01-027	That the 2017 Campground Caretaker bonus be approved as recommended.	Doug	Bonuses have been distributed. Completed
18-01-029	That Policy FIN002 Accounts Receivable Collection be rescinded.	Carol	
18-01-030	That Policy FIN011 Accounts Receivable/Utility Collection be approved as presented.	Carol	
18-01-031	That administration bring back a list of capital projects that require immediate action to the next council meeting.	Karen	2018-01-24
18-01-035	That Insurance Coverage for the Northeast Community Adult Learning Society be cancelled as they have ceased operations and that the unpaid November 1, 2016 – November 1, 2017 and the November 1, 2017 - December 14, 2017 insurance invoices be written off in the amount of \$470.71.	Karen	
18-01-039	That administration be authorized to enter into a sale agreement with Veronica Batt for the tax recovery property as discussed.	Karen	
18-01-041	That CN be invited to attend a future Tri-Council meeting to discuss services and needs of the north.	Len	



Mackenzie County

P.O. Box 640, Fort Vermilion, AB T0H 1N0
Phone (780) 927-3718 Fax (780) 927-4266
www.mackenziecounty.com

February 28, 2017

Ms. Debbie Jabbour
MLA – Peace River
Legislature Office
502 Legislature Building
10800 – 97 Avenue
Edmonton Alberta T5K 2B6

Dear Ms. Jabbour:

RE: INVITATION TO COUNCIL MEETING

The Mackenzie County Council would like to formally request your presence at the next council meeting to discuss the Bistcho Lake Cabin notices issued to our ratepayers from the province.

In the fall of 2016, the owners of the cabins have received notice to remove their cabins from their current locations at Bistcho Lake. Attached is the letter to one of the ratepayers for your reference. We feel that this decision is a very heavy handed decision that negatively affects our ratepayers who have been there for so many years.

Should you have any further questions or discussion, please call me at (780) 841-1806. Our next council dates are March 14 and March 29, 2017. To set up which dates works best for your schedule, please call Carol Gabriel at (780) 927-3718, or email her at cgabriel@mackenziecounty.com. Thank you for your consideration.

Regards,

Bill Neufeld
Reeve
Mackenzie County

Ms. Debbie Jabbour
Page 2
February 28, 2017

Encl.

c. Mackenzie County Council

December 9, 2016

File No. MLP 840034



As you are aware commercial fishing within the province of Alberta has been closed as of August 01, 2014. As per Schedule A, Condition 1 (g) for your disposition authorization, this authority is granted only for the purpose indicated. With the cancellation of your commercial fishing licence, there is no further need of this associated structure and therefore, your miscellaneous permit has now been cancelled. Please be advised that you are required to remove and/or dispose of all structures, buildings and associated garbage or debris resulting from the operations of the above disposition and ensure the area is reclaimed. Failure to do so is a contravention of the Public Lands Act Section - PLA 047 (1) Unauthorized Use.

The department holds \$500.00 as security deposit. This is being retained until a reclamation certificate is issued. Once reclamation is complete the attached request form must be completed and forwarded to the address indicated. You may contact the departmental officer in Fort Vermilion, Alberta, Telephone: (780) 927-3712 for reclamation requirements.

Alberta Environment and Parks is requesting that you submit a plan that will address the removal of existing structures and any required remediation of the site along with timelines for implementation identified. Please submit this plan **within 30 days** of this letter to Michael Kozij in Fort Vermilion.

If you have any further questions regarding this matter, please contact P. McNeil at 780-415-4680 in Edmonton.

Yours truly,

Shelly Currie
Provincial Approvals Section
SC/pm

cc: Peace Region-Upper Hay District



Mackenzie County

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March 24, 2017

Ryan Konowalyk, Regional Director
Alberta Transportation
Bag 900, Box 29
Peace River, AB. T8S 1T4

Dear Mr. Konowalyk:

RE: INTERSECTION SAFETY ISSUE UPGRADE

This letter is to request your assistance with intersections that provide a safety concern in our community. The County office and our councillors have received many complaints about the visibility of the intersection and the truck traffic that are merging or turning. This particular intersection is located just outside the northwest corner of the Hamlet of La Crete. Highway 697 runs east/west, and at this intersection you may choose to continue west into the hamlet on 101 Ave, or turn south to continue on highway 697.

This intersection is a major route for many ratepayers and businesses. Local sawmills run their trucks over this route, school busses utilize this intersection as a part of multiple bus routes to get children to and from school, and the highway feeds the main traffic outlets from the Hamlet of La Crete. This excess of traffic on a highway intersection route adds to the safety concern of our ratepayers. It can be very difficult to turn off the highway or to get onto the highway with the lack of deceleration or acceleration space offered on the east/west stretch. During the winter months our daylight hours are very short and snowfall can be overwhelming, leading to reduced visibility at our intersections. The sun remains low enough to impair a driver's vision without any distinguishing markers of an intersection ahead. With no lighting at this major intersection, merging onto the highway becomes increasingly difficult.

The second intersection that poses a visibility issue is the turn off of highway 58 onto range road 151. This intersection services the area Rocky Lane, where the Rocky Lane Recreational Facility and the Rocky Lane School can be found. Not only does this intersection service the ratepayers of Rocky Lane, but also the residents of the Boyer First Nation Reserve. The visibility issues of this intersection stem from the adjacent gully where the incline does not give drivers

Ryan Konowalyk


Page 2

March 24, 2017

any indication of an upcoming range road. Illumination of this area would help ratepayers to locate the turn much easier, alleviating the hazard for other drivers and our large trucks from industry that use this highway as a main trucking route.

Your assistance in upgrading the attributes of these two intersections that make them a liability would be greatly appreciated. If you have any questions on either of these intersections our ratepayers struggle with please contact myself at (780) 841-9166, or email at lracher@mackenziecounty.com. I look forward to hearing from you.

Respectfully,



Len Racher
Chief Administrative Officer
Mackenzie County

c. Mackenzie County Council



Mackenzie County

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April 20, 2017

Ryan Konowalyk, Regional Director
Alberta Transportation
Bag 900, Box 29
Peace River, AB. T8S 1T4

Dear Mr. Konowalyk:

RE: PROJECT PRIORITIES TO PROVINCIAL AND FEDERAL FUNDING

It is our understanding there is federal funding available to projects that are listed on a provincial priority projects list. Mackenzie County has two roads and one bridge on our priorities schedule that we would like to have on the radar for these funding opportunities.

Zama City Access Road remains as the priority on our paving list, followed by the La Crete Ring Road. The Zama City Access Road will be the main service road into the community for the residents, for the pipelines coming in from the Northwest Territories, for forestry, and other natural resources essential to our county. Emergency response teams will have reliable year round access to these wildfire zones and manage them more efficiently. As the only potential paved road into the area, it would eliminate the need for constructing additional side roads, restricting the development footprint through the forest. Not only will it benefit industry, it allows the access and monitoring of significant wildlife such as caribou, grizzly bears, wood bison and waterfowl. The La Crete Ring Road is designed to accommodate the increase in industrial traffic in the La Crete area. Its addition will help circulate this heavy traffic around and away from the residential areas of the hamlet. This alternate route will add to the safety of the residents by changing the traffic patterns of heavy equipment and vehicles away from houses and recreational areas.

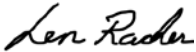
The proposed Tompkins Landing Bridge over the Peace River remains a priority as a critical link for farming, industry, residents, and surrounding first nation's communities (Little Red, Beaver, and Tall Cree First Nation and Paddle Prairie

Ryan Konowalyk
Page 2
April 20, 2017

Metis Settlement). The construction of an all-weather bridge to span the Peace River at Tompkins Landing would eliminate the struggle to maintain a seasonal crossing whether a summer ferry or a winter ice bridge is in session. With the already prevalent issues to address, we are left with another question; will the new dams being built upstream of our crossing change water temperatures and flow to limit these seasonal options even more? With the growth of the communities the Tompkins Crossing services, it is essential to provide a consistent reliable crossing for both residents and industry to access other regions. The construction of a bridge to span the Peace River at Tompkins Landing will provide this essential need that so many people depend on.

We would like the support of the province if federal money becomes available by placing these projects on the provincial priorities list. They are substantial projects for our county as they provide another level of access and service to our residents. If you have any questions on any of our county priority projects or have a suggestion on how to have these projects recognized, please contact myself at (780) 841-9166, or email at lracher@mackenziecounty.com. I look forward to hearing back from you.

Respectfully,



Len Racher
Chief Administrative Officer
Mackenzie County

- c. Debbie Jabbour, MLA Peace River
Bill Neufeld, Reeve Mackenzie County



Mackenzie County

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April 27, 2017

Ryan Konowalyk, Regional Director
Alberta Transportation
Bag 900, Box 29
Peace River, AB. T8S 1T4

Dear Mr. Konowalyk:

RE: INTERSECTION UPGRADE AT TWP 1070 EAST FROM HWY 697

At yesterday's council meeting, it was identified the approach of Twp.1070 (aka. Wolfe Lake East Road) onto Secondary Highway 697 is too tight of a corner when turning off the highway towards the east, or when trying to get onto the highway from the east. Not only is the approach turn tight, it lies within a bend in the highway, increasing issues it proposes.

With the problems in the scale of the Twp.1070 approach and its placement onto the highway, combined with the increase in the traffic along Highway 697, ratepayers constantly struggle with this intersection. It makes it especially difficult for farmers maneuvering large pieces of equipment and super B's hauling grain and fertilizer to make safe moves onto and off of the highway, putting regular traffic at risk.

Should this intersection qualify for an upgrade, the county would like to piggyback onto the contract with Alberta Transportation to upgrade our portion of the road at that intersection for an additional 400 meters. Could this intersection please be added to the long term upgrade plans for our area? If you have any questions or concerns about this request, please give me a call at (780) 841-9166 or send me an email at lracher@mackenziecounty.com.

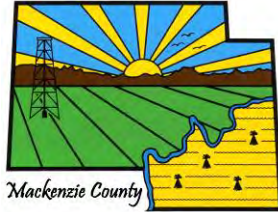
Respectfully,

Len Racher

Ryan Konowalyk
Page 2
April 27, 2017

Chief Administrative Officer
Mackenzie County

c. Dave Fehr, Director of Operations, Mackenzie County



Mackenzie County

P.O. Box 640, Fort Vermilion, AB T0H 1N0
Phone (780) 927-3718 Fax (780) 927-4266
www.mackenziecounty.com

May 3, 2017

Ms. Debbie Jabbour
MLA – Peace River
Legislature Office
502 Legislature Building
10800 – 97 Avenue
Edmonton Alberta T5K 2B6

Dear Ms. Jabbour:

RE: APRIL 24, 2017 MEETING FOLLOW UP

We appreciate your time taken to meet with us on April 24th discussing the Zama Access Road, La Crete Ring Road, and the Tompkins Landing Bridge spanning the Peace River. Mackenzie County feels these projects are critical to our region as links for our emergency services, farming, industry, residents, and the surrounding first nation's communities (Little Red, Beaver, Dene Tha' and Tall Cree First Nations and Paddle Prairie Metis Settlement).

Your idea of connecting the Assumption Hill upgrade with paving the complete route around to Zama we feel is an excellent opportunity for our county hamlet of Zama as well as the residents of the nearby Dene Tha' First Nation community. This project would have to include the LOC Apache currently holds to link these two roads together. At this time Mackenzie County is exploring taking over that LOC so we may move forward with this project. If there is anything we can do to expedite this process please give Len Racher, Chief Administrative Officer a call at (780) 841-9166 or email at lracher@mackenziecounty.com. Thank you again for taking the time to represent the essential needs of Alberta's northern region.

It is our understanding there is potential federal funding reserved for projects that are noted on a provincial priority projects list. We have also been in discussion with Ryan Konowalyk, Regional Director for Alberta Transportation about these projects making the priority list, and we thank you for bringing these projects forward on our behalf.

Ms. Debbie Jabbour
Page 2
May 3, 2017

Regards,

A handwritten signature in black ink, appearing to read "B. Neufeld".

Bill Neufeld
Reeve
Mackenzie County

- c. Mackenzie County Council
Len Racher Chief Administrative Officer, Mackenzie County



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4511-46 AVENUE, BOX 640
FORT VERMILION, AB T0H 1N0

January 12, 2018

Dr. Verna Yiu
President & CEO
Alberta Health Services
Seventh Street Plaza
14th Floor, North Tower
10030-107 Street NW
Edmonton, AB
T5J 3E4

Dear Dr. Yiu:

RE: NORTHERN ALBERTA RENAL PROGRAM

The towns of High Level and Rainbow Lake, as well as Mackenzie County and nine First Nations reserves have many residents which require renal dialysis. They are required to travel far distances in order to receive treatment, including overnight accommodations in many cases.

From our understanding dialysis is a Capital Health Program and that the services are not delivered locally through Alberta Health Services. We are also of the understanding that there was a time when staff were being flown into our region to offer the services, however the program was pulled. The High Level Health Centre has the space available to offer the program and staff are willing to be trained.

We respectfully request that Alberta Health Services consider the reinstatement of these services to our residents given our remote northern location.

The Tri-Council Committee meets four times a year and we would be pleased to have someone attend a meeting to discuss this matter. Our upcoming meetings are February 7, 2018 and May 2, 2018. Please contact Carol Gabriel, Director of Legislative & Support Services, at (780) 927-3718 or by email to cgabriel@mackenziecounty.com to make arrangements to attend.





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FORT VERMILION, AB T0H 1N0

Thank you for your attention to this matter and we look forward to hearing from you.

Yours sincerely,
ON BEHALF OF THE TRI-COUNCIL COMMITTEE

A handwritten signature in black ink, appearing to read "Peter F. Braun". The signature is fluid and cursive, with a large initial "P" and "B".

Peter F. Braun, Reeve
Mackenzie County

Crystal McAteer, Mayor
Town of High Level

Michelle Farris, Mayor
Town of Rainbow Lake

c: Hon. Sarah Hoffman, Minister of Health
Debbie Jabbour, MLA – Peace River
Town of High Level Council
Mackenzie County Council
Town of Rainbow Lake Council





Mackenzie County

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office@mackenziecounty.com

January 17, 2018

Mr. John Conrad
A/Assistant Deputy Minister
Environment and Parks, Operations
10th Floor, South Petroleum Plaza
9915-108 St.
Edmonton, AB
T5K 2G8

Dear Mr. Conrad:

Thank you for taking the time to meet with Mackenzie County representatives to discuss our concerns in regard to our current project files. We provide the following comments in follow-up to our discussion.

Blue Hills Crossing (RRD 170008)

Further to our discussion, is there a possibility to obtain a permit to work as a result of the timing restrictions relating to ungulates? This permit would enable us to proceed with the required works during this winter season as all other permitting is in place for this project to proceed.

Fitler Pit SIR #2

Further to our discussion, is there an opportunity for the County to proceed concurrently with the stripping required for this project while collecting the information requested for the direction of ground water flows? All approvals have been received for this project and the contract has been awarded and the contractor is waiting to proceed.

Buffalo Head Flood Mitigation

Further to our discussion, please advise if the required works could fall under the Code of Practice for Stormwater Outfall Structure. Timing is of the essence in order to complete this project during the winter months and avoid overland flooding again this spring.

Provincial Parks in Mackenzie County

Information to follow in regards to the request to purchase Wadlin Lake.

Mr. John Conrad, A/ADM

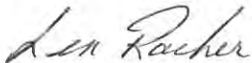
Page 2

January 17, 2018

Again, thank you for taking the time to meet with us to discuss our concerns and potential solutions. We welcome you to our area anytime and we would be pleased to give you a tour of our municipality. If you require any additional information please feel free to contact me at the office at (780) 927-3718, on my cell at (780) 841-9166 or by email to lracher@mackenziecounty.com.

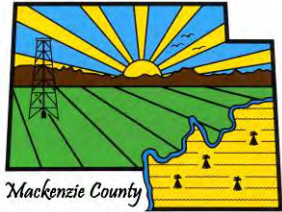
We look forward to hearing from you.

Yours sincerely,



Len Racher
Chief Administrative Officer

c: Mackenzie County Council



Mackenzie County

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January 17, 2018

The Honourable Oneil Carlier
Minister of Agriculture & Forestry
229 Legislature Building
10800-97 Avenue
Edmonton, AB
T5K 2B6

Dear Minister:

Thank you for meeting with representatives from Mackenzie County, the Federation of Alberta Gas Co-ops Ltd., Gas Alberta Inc., Northern Lights Gas Co-op, and AltaGas to discuss the natural gas shortage in northwestern Alberta on January 16, 2018.

We look forward to our continued conversations regarding our next steps and potential solutions. As mentioned in the meeting we are interested in exploring the option of how the carbon levy program could be of assistance to the gas provider as well as any other lending options you may have available in order to provide a long term solution to increase natural gas supply to our region.

Again, thank you for taking the time to meet with us and we look forward to hearing from your department. If you require any further information please feel free to contact me at (780) 926-6238 or our Chief Administrative Officer, Len Racher, at (780) 927-3718 or by email to lracher@mackenziecounty.com.

Yours sincerely,

Peter F. Braun
Reeve

c: Debbie Jabbour, MLA – Peace River
Mackenzie County Council



Mackenzie County

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January 18, 2018

Mr. Ryan Konowalyk
Regional Director
Alberta Transportation
Bag 900, Box 29
Peace River, AB.
T8S 1T4

Dear Mr. Konowalyk:

RE: PROVINCIAL PRIORITY PROJECTS LIST

Further to our letter dated April 20, 2017, please provide us with an update regarding the inclusion of our priority projects on the provincial priority projects list. As stated in the letter these projects include the Zama City Access Road, La Crete Ring Road and the bridge at the Tompkins Crossing.

As previously discussed, having these projects on the provincial priorities list would allow us access to provincial and federal funding opportunities.

We look forward to hearing from you. If you have any questions please feel free to contact me at (780) 927-3718 or by email to lracher@mackenziecounty.com.

Respectfully,

Len Racher
Chief Administrative Officer
Mackenzie County

- c. Debbie Jabbour, MLA Peace River
Mackenzie County Council

LA CRETE RECREATION SOCIETY
REGULAR MEETING
NOVEMBER 16, 2017

Northern Lights Recreation Centre
La Crete, Alberta

Present: Shawn Wieler, President
Simon Wiebe, Vice President
Wendy Morris, Secretary-Treasurer
George Derksen, Director
Ken Derksen, Director
Dave Schellenberg, Director
Peter Wiebe, Director
John Zacharias, Director
Abe Fehr, Book keeper
Philip Doerksen, Arena Manager

Absent: Duffy Driedger, Director
Peter F. Braun, County Rep

Call to Order: President Shawn Wieler called the meeting to order at 5:54 p.m.

Approval of Agenda

1. Add 8.11 Challenge Cup Date
Dave Schellenberg moved to approve the agenda as amended.

CARRIED

Financial Report

1. Reviewed financials
2. Abe would like to get together with Philip and Doug Munn to figure out capital expenses.
3. Abe suggested updating the computer in the upstairs office. It is very slow.

Ken Wiebe moved to approve the financial report as presented.

Approval of Previous Meeting's Minutes

Simon Wiebe moved to accept the October 12, 2017 Regular Meeting Minutes as presented.

CARRIED

Business from Minutes

1. Pool committee has begun the process to form their own society.

Review of Action Sheet

1. Reviewed items.
2. Removed budget as this is complete.

Manager's Report – Philip Doerksen

1. Philip presented the Manager's Report.
2. Minor Hockey purchased 4 mini-nets. Philip would like the Rec Society to pay for them once the budget is approved.
3. A meeting with the caretakers of outdoor rinks and arena staff was successful. Caretakers are David Schmidt at Blumenort, Larry Goertzen at Buffalo Head, Jake Martens at Bluehills.
4. Philip, Shawn and Simon met with the new councilors.
5. Permits for entrance addition and lobby renovations were already received.

Peter Wiebe moved to accept the Manager's Report as presented.

CARRIED

New Business

8.1 Sunday morning ice time for figure skating – It was discussed that there are available ice slots that could be given to figure skating as an alternative to Sunday morning ice. Philip suggested giving slots that are rented to private groups to figure skating. It was also suggested that they be given an hour and a half after public skating on Sunday evening. Peter was going to take this back to the figure skating club.

8.2 Swimming Pool Authorization Letter from July 7 – The Board felt that this should not have been authorized without board approval. If something that is sent out and needs a board decision, Shawn (president) will send it out. If it comes from Philip, it's for informational purposes.

8.3 Benefits – Philip looked into benefits for himself, Shane and John Acreman. Philip showed the board the Chambers of Commerce Group Insurance Plan. They would also like glasses coverage.

Ken Derksen moved to accept the Chambers of Commerce benefit plan, along with \$300 per year per employee and each dependent every two years for eye wear.

CARRIED

8.4 Shuffle board

Simon Wiebe made a motion that the Rec Board buy Shuffleboard matting for the curling rinks for the senior's in the community.

CARRIED

8.5 Referee Gate – The referee gate is in a bad spot. There have been injuries as a result of its location. Philip suggested to install a gate at the far end of the arena on the east side for \$3921.00.

Peter Wiebe made a motion that the referee gate is purchased.

CARRIED

8.6 Condenser motor and VFD – The condenser motor needs to be replaced. Money will be re-routed from other capital projects.

8.7 Lobby renovation, entrance and old dressing room repainting – a subcommittee of Shawn Wieler, Simon Wiebe, Ken Derksen, Abe Fehr and Philip Doerksen will meet to prepare the tender package. Philip will send an email to determine a date for a subcommittee meeting.

8.8 Budget info sheet from County – This was sent in by Philip.

8.9 Mackenzie County Grant Application – Philip and possibly Shawn will attend the December 5th meeting.

8.10 Shiny Hockey – 25 – 37 skaters are on the ice per group. The number of players has continued to increase this year. Dave requested an hour more ice in a scheduled time slot. Philip said that an hour probably wasn't possible, but he would see what he could do.

8.11 Challenge Cup Date – Challenge Cup date will be the April 6 weekend. Loggers and Truckers will be held on the April 14-15 weekend.

George Derksen moved to go in camera at 7:18 p.m.

Wendy Morris moved to go out of camera at 7:22 p.m.

John Zacharias moved that the meeting be adjourned at 7:24 p.m.

Next Meeting: December 14, 2017

LA CRETE RECREATION SOCIETY
REGULAR MEETING
DECEMBER 14, 2017

Northern Lights Recreation Centre
La Crete, Alberta

Present: Shawn Wieler, President
Simon Wiebe, Vice President
George Derksen, Director
Duffy Driedger, Director
Dave Schellenberg, Director
Peter Wiebe, Director
Peter F. Braun, County Rep
Philip Doerksen, Arena Manager
Shane Krahn, Assistant Arena Manager

Absent: Wendy Morris, Secretary-Treasurer
Ken Derksen, Director
John Zacharias, Director

Call to Order: President Shawn Wieler called the meeting to order at 5:53 p.m.

Approval of Agenda

Peter Wiebe moved to accept the agenda as amended.

CARRIED

Financial Report

1. Reviewed financials as presented by Abe Fehr.
Peter Braun moved to accept financials as presented.

CARRIED

Approval of Previous Meeting's Minutes

Duffy Driedger moved to accept the November 16, 2017 regular Meeting Minutes as presented.

CARRIED

Business from the Minutes

Sunday morning ice time, benefit plan and reallocation of condenser motor money were discussed.

Action Sheet

1. Reviewed items

Manager's Report – Philip Doerksen

Reviewed Manager's Report

Simon Wiebe moved to accept Manager's report.

CARRIED

New Business

8.1 Skate Sharpener for outdoor Rinks

Cost is \$2600. Discussion as to if one or two sharpeners would be purchase.

Dave Schellenberg moved to purchase one skate sharpener to be moved on rotation to the outdoor rinks.

CARRIED

8.2 Outdoor Rink Caretaker Rates

Peter Wiebe moved to increase the outdoor rink caretaker salary to \$1800 per month.

CARRIED

8.3 Water Rate Outdoor Rinks

There will be a cut off. Ice making practice needs some improvements. This will be looked into for next year. Tenders for ice rinks will go out for water hauling next season.

8.4 Summer Staff

Philip would like to keep Kelly on for the summer. He is currently looking at projects and tenders and for some projects that Kelly can be involved with to help supplement his wages.

8.5 Occupational Health and Safety

1. A hazard assents has been done. Philip will email the report to the board.

8.6 Book keeping

Philip is going to look for help for Abe to keep up with the books. There are some things that need to be caught up on.

George Derksen moved to go in camera at 7:24 p.m.

Duffy moved to go out of camera at 7:32 p.m.

CARRIED

It was discussed with Philip that there have been concerns from the public that arena staff has been on the phone or unavailable when help was needed by the public. Also that there is only one staff working during the weekend.

Peter Braun moved that the meeting be adjourned at 7:40 p.m.

Next Meeting: January 11, 2017

**Mackenzie County Library Board
November 29, 2017 meeting minutes
Mackenzie County Office, Fort Vermilion, AB**

Present: LaDawn Dachuk, Irene van der Kloet, Cameron Cardinal, Kayla Wardley, Beth Kappelar, Lucille Labrecque, Lisa Wardley, Lorraine Peters
Regrets: Lorna Joch
Guests: Odell Flett (FVCLS), Sabrina Westra (FVCLS)

- 1.0 Meeting called to order at 7.09 pm. Introductions are made.
- 2.0 Elections:
 Lucille nominates Beth Kappelar as chair. Beth accepts. **MOTION #2017-10-01** Irene moves that nominations cease. **CARRIED**
 Irene nominates Lorraine as Treasurer. **MOTION #2017-10-02** Kayla moves that nominations cease. **CARRIED.**
 LaDawn nominates Irene as Secretary. Irene accepts. **MOTION #2017-10-03** Lorraine moves that nominations cease. **CARRIED.**
- 4.0 **MOTION #2017-10-04** Lorraine moves to approve the agenda with additions. **CARRIED**
- 5.0 **MOTION #2017-10-05** Lucille moves to approve the October 17, 2017 meeting minutes with amendments. **CARRIED**
- 6.0 The action items are reviewed. **MOTION #2017-10-06.** Lisa moves to accept the action items.. **CARRIED.**
- 7.0 Financial report November 27, 2017
- | | |
|--------------------------|------------|
| Balance brought forward: | 76,042 |
| Total Revenue: | 295,772.23 |
| Total Expenses: | 296,298.53 |
| Ending balance: | 75,515.70 |
- MOTION #2017-10-07** LaDawn moves to accept the financial report as presented. **CARRIED**
- 8.0 Library/Committee reports
- 8.1 La Crete:
 Salmon Grill proceeds were a little over \$28,000. 60 volunteers came out to help. The next Salmon Grill will be October 27, 2018.
 The cracked window is replaced.
 The story time partnership with the Parent Link Centre is going very well (mystery reader).
 Cake pans were donated by Carol Gabriel.
 Next time there is an author visit, the recommendation is to do it during the week, that way mums can attend while kids are in school.
 Their next meeting is Dec 4, followed by the staff Christmas party.

- 8.2** Fort Vermilion:
 They had a meeting on Nov 27.
 They have received bids for the renovations, they try to get started in a slow time of the year, maybe January. They prioritized what should be done right away and will apply for grant money. They need \$40,000 for equipment such as bookshelves, furniture, paint and computers, and \$15,000 for building maintenance.
 They haven't received a renewal notice for their insurance.
 They have a new bookkeeper (Krista Thorville), she is located in Fort Vermilion.
 They received 70 surveys and hope to receive more (the survey is ongoing).
- 8.3** Zama:
 Their junior librarian works out well. Inter library loans are going well. They want to make a monthly schedule with all Zama staff.
 There is an auction on Dec 9, there will be gift certificates for the massage chair.
- 8.4** High Level.
 Beth Gilles is now the council representative on the High Level library. They are aware of some staffing issues and want time until February.
 Kayla can set up a training with several people at the High Level library.
 At this point the MCLB will wait and see what the High Level library's actions are.
- 8.5** MCLC
 There is an Insignia update on Dec 3.
 They are working on magazines and audio books.
- 9.0** No in Camera.
- 10.0** **10.1**
 Local author coordinator:
 There is a discussion on the project and the deliveries. Lucille and Irene to check the original agreement and invoices submitted as well as cost up until now.
- 10.2**
 Blue Hills: Discussed in La Crete library report.
- 11.0** **11.1**
 Richard van Camp: The FVSD may bring him into the area around May 2018. An idea was brought forward to tour with him the first weekend of May. Partnerships would be helpful.
MOTION #2017-10-08 LaDawn moves to explore the possibilities of partnerships. **CARRIED**
- 11.2**
 Lisa will submit an approved copy of policies.
- 11.3**
 PLSB symposium on February 23-24. Whoever wants to go can attend.
MOTION #2017-10-09 Lisa moves this item for information. **CARRIED**
- 11.4**
 The budget is discussed. **MOTION #2017-10-10** Lorraine moves to accept the budget as presented. **CARRIED**
- 11.5**
 All non-profits present before Council on December 5th. Lisa will present on the MCLB service delivery, but most likely in January-February.
- 12.0** Correspondence is presented.

13.0 MOTION #2017-10-11 Kayla moves to adjourn at 8:35 pm.

CARRIED

Next meeting January 8, 2018 AT 7:00pm, Mackenzie County office Fort Vermilion.

These minutes were adopted this 8th day of January, 2018

Beth Kappelar, Chair

A handwritten signature in black ink, appearing to read "Beth Kappelar", with a stylized flourish at the end.



Those involved in all aspects of government need to be continually at the forefront of their game. In today's world, government priorities can quickly change. In the age of social media, declining faith in government, voter apathy, pecuniary interests, doing more with less; it becomes imperative for elected officials to build a culture of collaboration, innovation, continuous learning, community engagement, and transparency. This seminar ensures that you will hear from each other and one of Canada's foremost experts on what principles and practices underlie "good governance". Be prepared to hear and discuss George's approach to declining faith in government.

2-Day Governance Workshop with George B. Cuff, FCMC

Wed, February 7, 2018

1:00pm to 5:00pm

Networking from 5pm to 7pm

Thurs, February 8, 2018

8:00am to 3:00pm

(Lunch Provided)

Topics will include:

Principles Supporting Leadership	Effective Decision Making	Distinctions Between Protocols and Policies
Relationship Faults and Fractures	How Can a Mayor Lead	Council's Involvement in the Organization
Managing the Manager	Maximizing the Public's Involvement	Principles at the Core of a Council-CAO Relationship
Inter-Municipal Agreements	A Healthy Council Has...	Effective Meetings: How Many; What Agenda

George Cuff is a well-known advisor to councils and boards across Canada and internationally. He has been extensively involved in various aspects of government for the past four decades. He began consulting in 1976, management consulting in 1979 and established his own firm of George B Cuff & Associates Ltd. in 1984. His firm has conducted well over 500+ corporate, governance, and special reviews. In addition, George has conducted another 500+ seminars for various organizations principally in Canada and the US. In addition, and in his spare time, George has published over 400 articles (many for Municipal World) as well as 7 books on local government and governance.

Clean Energy Technology Centre
5400 - 24 Ave, (turn west on 22 Ave) Drayton Valley

Registration available at Eventbrite.ca

Cost: \$225 + GST

From: LBR Farm and Ranch
Subject: More time to have your say on farm and ranch safety rules
Date: January 18, 2018 8:57:12 AM

Albertans have more time to provide their input on recommendations to apply occupational health and safety (OHS) rules to the province's farms and ranches.

The deadline for feedback to the technical working group recommendations is being extended to Feb. 26, 2018, from Jan. 15, 2018, to ensure Albertans have the opportunity to review the recommendations and provide their input.

Four technical working groups reviewed OHS rules as they apply to farms and ranches and submitted their recommendations to government. You have the opportunity to look at those recommendations and let government know what you think about them. Government will take your feedback into consideration before making changes to OHS laws.

Visit www.alberta.ca/farmandranch to view the technical working group reports. You may submit your feedback by Feb. 26 to farmandranch@gov.ab.ca or via mail to:
Farm and Ranch TWG Feedback, c/o Alberta Labour
Workplace Policy and Legislation
10808 - 99 Avenue, Edmonton T5K 0G5.

Thank you for contributing to healthy and safe workplaces on Alberta's farms and ranches.
This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail.



January 2018

Diverse, Responsible & Connected

Issue #14



Happy New Year From MPWA!

Save the Date Jan 11, 2018

 **Mighty Peace Watershed Alliance**
Diverse, Responsible, Connected & Grimshaw Gravels & Aquifer Management Advisory Association

Grimshaw Gravels Aquifer Groundwater Forum

January 11, 2018
Grimshaw Legion
7PM - 9:30PM

Topics to be Covered:

- Groundwater Monitoring in the Grimshaw Gravels Aquifer
- Water Licencing within the Aquifer
- Subsurface architecture and groundwater age dating

Forum Goal 1: To provide decision makers & the public with information & understanding about the aquifer.
Forum Goal 2: To prepare for conversations around aquifer management actions & options.

For more information please contact Adam Norris at mpwa.coordinator@telus.net

Guest Speakers from the Alberta Geological Survey and Alberta Environment & Parks

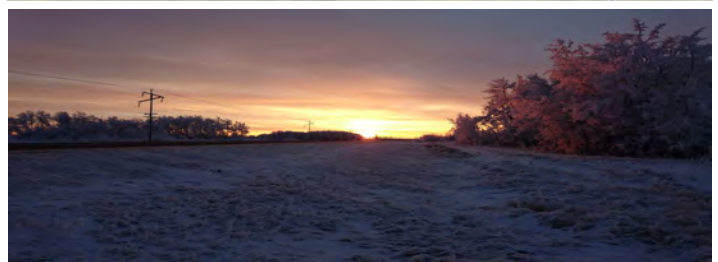


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Check out our DRAFT Integrated Watershed Management Plan! For copies please email Megan Graham at mpwa.admin@telus.net




Education Opportunities: If you are wanting a school visit from the Mighty Peace Watershed Alliance about our organization, wetlands or stewardship please contact Megan at mpwa.admin@telus.net



From the Executive Director 's Desk By Rhonda Clarke-Gauthier

HAPPY NEW YEAR!

As we enter into 2018, it is a good time to reflect on the planning activities of the Mighty Peace Watershed Alliance.



In 2011 the MPWA was designated by Alberta Environment as the **Watershed Planning and Advisory Council (WPAC)** for the Alberta portions of the Peace River and Slave River basins under *Water for Life: Alberta's Strategy for Sustainability*. The MPWA has made good progress under this mandate. By preparing and producing a State of the Watershed Report (March 2015) and in 2017 released a DRAFT *Integrated Watershed Management Plan (IWMP)* for the Peace & Slave basins. This major undertaking provides advice and direction to protect the long-term supply and quality of water resources for future generations. Our goal is to release the IWMP this spring as a consensus accepted plan. As some of the direction and planning initiatives within the IWMP have been long anticipated work, the MPWA has begun some IWMP implementation through strategic watershed partnerships with municipalities and stewardship groups. Through these partnerships the MPWA works towards achieving the Water for Life goals by providing opportunity for stakeholder planning initiatives, public engagement, education and water literacy, and collaborative work. Some current projects that address issues identified in the SOW and IWMP include: Source Water Protection Planning for the Grimshaw Gravels Aquifer, Improved Livestock Crossings, Riparian Restoration Planning, Water Management Planning, participation on the AER Area Based Regulatory committee, Wetlands identification and Wetlands Policy Education. Through much of our work we strive to educate and increase the public's understanding of watershed protection and its importance by developing and providing programs on the protection and improvement of water quality, water quantity, and the health of the Peace Watershed.

The MPWA has developed significant watershed planning knowledge, and is positioned to support collaboration on local watershed planning. As we identify and prioritize subwatersheds in the Peace River basin for future planning initiatives, we would be pleased to work with municipalities and groups to help shape those priorities.

MPWA would be pleased to discuss watershed issues of concern and help find appropriate options for successful outcomes. If you have thoughts or suggestions for upcoming forums or evening events, please connect with us.

For further information about the organization, our projects, or reports; please visit our website at www.mightypeacewatershedalliance.org



VISION

The Peace is a healthy, sustainable watershed that supports our social, environmental and economic objectives.

MISSION

To promote watershed excellence, the Mighty Peace Watershed Alliance will monitor cumulative effects from land use practices, industry and other activities in the watershed and work to address issues through science, education, communication, policy and by supporting watershed stewardship



Diverse, Responsible & Connected!

- *Diverse group of people representing diverse interests.
- *Responsible for bringing those interests together.
- *Connected to all stakeholders across the watershed area.



Watershed Coordinator Adam Norris

The Peace Country is a unique part of Alberta and the issues here in the Peace and Slave Watersheds, although generally common to elsewhere, have a specific context. A need has been identified to improve the way farmers are able to move livestock across waterbodies for two reasons. First, the effort required by farmers to move livestock around a water body instead of across or through it can be substantial and going through the water body poses problems of its own. Second, there is a negative impact on the riparian zone and water body when livestock go through it instead of around or over it. In order to improve the function of water bodies and allow them to provide services such as water filtration, flood mitigation and drought mitigation.



So here is our first crack at a made in the Peace Watershed livestock crossing solution. It involved the following: Brain power – our valued partners Agroforestry Woodlot Extension Society, Alberta Conservation Association, County of Grande Prairie, Cows and Fish, West County Watershed Society and plucky landowners. Materials – that which is lying around the farm, lying around the neighbour’s farm, lying about the oil patch. Braun – landowners. Benefactors –

farmers, livestock and those downstream. Money: thanks to the Watershed Restoration and Resiliency Program for funding this project.

This is an experiment stay tuned to find out how it works and what we will do going forward. Collaboration is helping us find innovative ways to deal with complex issues.



MPWA Staff



Rhonda Clarke—Gauthier, P.Ag.—Executive Director



Adam Norris, M.Sc., B.i.T.—Watershed Coordinator

Focuses on planning & technical project work



Megan Graham— Education & Outreach Coordinator

Focuses on various educational programs, resources & opportunities

Mighty Peace Watershed Alliance
 c/o Rhonda Clarke-Gauthier, Executive Director
 P.O. Box 217 McLennan, Alberta T0H 2L0
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 E-mail: info@mightypeacewatershedalliance.org
www.mightypeacewatershedalliance.org

Newsletter produced with support from AEP, Alberta Government

Watershed Stewardship Grant Update

The Watershed Stewardship Grant (WSG) Program provides funding to support collaborative, community-based stewardship efforts consistent with the principles, goals and outcomes of Alberta's Water for Life strategy. Grants are generally issued once per year to eligible groups on a per-project basis.

The Land Stewardship Centre hopes to announce the next call for applications for this important stewardship grant program in January 2018.

For further information or updates on the 2018 WSG program please visit their website at:

<http://www.landstewardship.org/apply-grant/>

Woodland Caribou Range Planning Engagement

Alberta is taking leadership when it comes to recovering caribou herds, while also protecting Indigenous rights and respecting the livelihood of the many individuals and communities reliant upon resource industries within caribou ranges. We want to ensure caribou remain a part of our landscapes, and that we maintain strong, vibrant communities well into the future.

Government of Alberta staff will be coming to communities that have an interest in caribou range planning in early 2018. Discussion will be focused on the Draft Provincial Woodland Caribou Range Plan with feedback helping to inform developing the range specific details. Sessions are being arranged in the following communities:

- **Whitecourt:** February 20, 2018
- **Edmonton:** February 22, 2018
- **Cold Lake:** February 27, 2018
- **Fort McMurray:** March 1, 2018
- **High Level:** March 6, 2018

For Further information please visit their website at: <https://talkaep.alberta.ca/caribou-range-planning>

2018 Alberta Wetland Course

The Alberta Wetland Assessment and Impact Report Directive and Alberta Wetland Mitigation Directive were updated in 2017. In addition to these changes, the Alberta Wetland Assessment & Impact Form was created for projects with low risk & temporary impacts to the aquatic environment. If you don't know the difference between a WAIF and WAIR, it may be time to update your knowledge of the Alberta Wetland Policy in 2018.

Whether you are new to understanding wetlands in Alberta or a practicing professional, Aquality Environmental Ltd offers a classroom based wetland course to inspire and prepare you for the upcoming season.

The next Aquality Wetlands: From Classification to Policy Course will be offered:

Edmonton - February 1st & 2nd, Venue: Beaumont Community Center

Calgary - February 15th & 16th, Venue: Glamorgan Community Center

For Further information please visit their website at: <http://www.wetlandpolicy.ca/wetland-courses-with-aquality/>

Riparian Management Course

On October 27 & 28 the Mighty Peace Watershed Alliance co-hosted a 2 day Riparian Management Course in Beaverlodge. The course was in partnership with the Alberta Conservation Association, Agroforest Woodlot Extension Society, County of Grande Prairie, and Cows & Fish.

The workshop had in class components as well as two field visits to Riparian sites within the area. Throughout the two days land owners learned how to maximize their riparian areas to provide benefits to their own area as well as the surrounding watershed, benefits to riparian restoration, conducting site assessments for determining the health of a riparian area. At the end of the workshop everyone had the opportunity to start creating a plan for a management plan for their own riparian area.



For further information on the workshop please contact Megan Graham at mpwa.admin@telus.net