


MACKENZIE COUNTY

# COMMITTEE OF THE WHOLE MEETING

**FEBRUARY 25, 2020  
10:00 AM**

FORT VERMILION COUNCIL  
CHAMBERS

 780.927.3718

 [www.mackenziecounty.com](http://www.mackenziecounty.com)

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**Mackenzie County**



**MACKENZIE COUNTY  
COMMITTEE OF THE WHOLE MEETING**

**Tuesday, February 25, 2020  
10:00 a.m.**

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

**AGENDA**

- |    |  |    |
|----|--|----|
| 1. | PaySimply.ca   | 5  |
| 2. | Chuckegg Wildfire – Operational Costs                  | 13 |
| 3. | La Crete Parks Maintenance Request for Proposal Review | 15 |
| 4. | Developer Incentives                                   | 41 |
| 5. | SE 8-106-15-W5M – Drainage Ditch                       | 55 |
| 6. | Mackenzie Ski Hill – Creek Crossing                    | 61 |
| 7. | Next Meeting – March 24, 2020                          |    |





Mackenzie County

# REQUEST FOR DIRECTION

<b>Meeting:</b>	<b>Committee of the Whole Meeting</b>
<b>Meeting Date:</b>	<b>February 25, 2020</b>
<b>Presented By:</b>	<b>Jennifer Batt, Director of Finance</b>
<b>Title:</b>	<b>PaySimply.ca</b>

## **BACKGROUND / PROPOSAL:**

Administration receives numerous request from ratepayers wishing to pay their taxes by way of credit card. Currently we accept Electronic Funds Transfers (EFT), Cheques, Cash, and Debit as forms of payment. As per Policy FIN031 Method of Payments Policy, Section 2.1, credit cards are not accepted by the County for property taxes. As there are transaction fees for all credit card transactions processed, accepting credit cards through our debit machines would be very costly to the municipality, and is generally not an accepted practice by other municipalities due to this fee.

Due to the numerous requests of ratepayers, and the request of the Finance Committee, administration investigated and contacted known service providers where the ratepayers had to go online and purchase their credit cards, and the County would then have to accept this new payment method. A user fee was charged, however a credit card was then issued making it a lengthier process for the ratepayer. As this was not what was requested, administration contacted our financial institution to investigate options that would be available to our ratepayers, but have no cost to the County.

Recently we were provided information regarding “PaySimply.ca”. This site is the most secure of all the sites that were investigated, and has been used in the past by some of our ratepayers.

The PaySimply.ca site is a secure site that accepts payments to Canada Revenue Agency, Municipalities, Colleges & Universities, along with Utility providers, at no cost to the recipients. Payments from PaySimply users is received by EFT (up to 3 business days later), which is an acceptable form of payment as per Policy.

Administration completed some personal transactions to investigate the ease of the site, length of time for payment, and were in support of promoting this site.

**Author:** J.Batt      **Reviewed by:** CG      **CAO:** \_\_\_\_\_

Administration believes that this is the best option to our ratepayers currently for credit card payments for taxes, and if Council chose to promote this site, administration is confident that it will assist in the payment of outstanding accounts, either Utility or Taxes, and reduce the requests for write offs.

**OPTIONS & BENEFITS:**

**Option #1**

That administration proceed with advertising the payment option of Paysimply.ca.

**Option #2**

That administration continue to investigate other providers.

**COSTS & SOURCE OF FUNDING:**

There is no cost to the County.

**SUSTAINABILITY PLAN:**

N/A

**COMMUNICATION / PUBLIC PARTICIPATION:**

Administration to advertise in the local newspaper, monthly mailouts, Utility invoices, and Taxation notices.

**POLICY REFERENCES:**

Policy FIN031 Method of Payments Policy  
Policy FIN009 Payment, Refund, Cancellation of Taxes

**RECOMMENDED ACTION:**

Simple Majority       Requires 2/3       Requires Unanimous

For discussion.

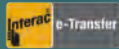
Author: J.Batt      Reviewed by: CG      CAO: \_\_\_\_\_

GIVE YOUR CITIZENS NEW WAYS TO PAY

# Accept credit cards and cash - at no cost to you.

- No set up costs or ongoing credit card processing fees
- Cash acceptance at all Canada Post outlets
- Secure - we don't store citizens' payment information

Accept all these methods of payment at no cost!



## The easiest and most cost effective way to process payments



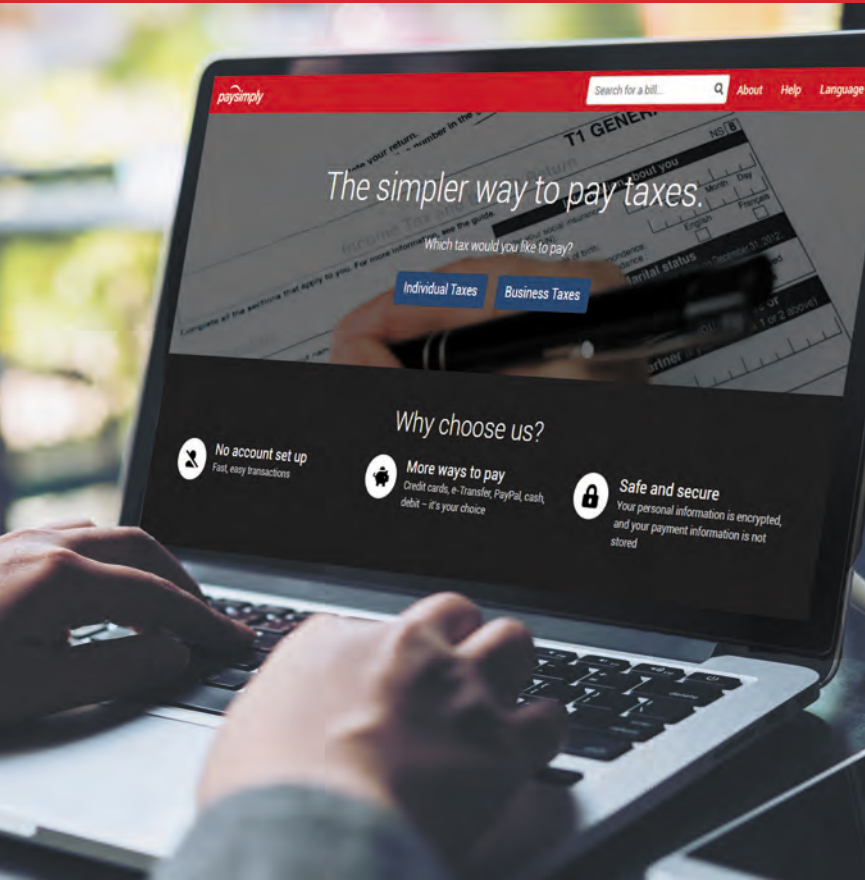
### MINIMAL SET UP REQUIRED

Just add a link to PaySimply on your municipal web page. PaySimply is already integrated with your bank's existing bill settlement process.



### A DIGITAL ALTERNATIVE TO CHEQUES

Reduce your cheque volumes and processing costs by incorporating PaySimply as a payment option.



## Spotlight: Canada Revenue Agency

The CRA approached Payment Source wanting to reduce their cheque processing costs while accommodating Canadians' demands for easier ways to pay their taxes both online and in-person.

Payment Source worked with the CRA to:



**DEVELOP PAYSIMPLY.CA** for those wanting to pay their taxes online or via smartphone using a credit card, PayPal or Interac e-Transfer.



**ENABLE IN-PERSON TAX PAYMENTS** via cash or debit card at over 6,000 Canada Post outlets across Canada using a QR code printed on all CRA remittance vouchers.

## Results:

In less than a year since inception, PaySimply has processed over \$100M in federal tax payments for the CRA both online and in-person.

### Rated 4.5/5 stars by customers

*"My experience was excellent. The site was very easy to use and everything was effortless!" - Rohina D.*

*"This was so helpful as I'm not close to a bank in my small Newfoundland village." - T. Stone*

*"Very simple and straightforward. Nice to be able to pay by credit card rather than drain my account" - Janna W.*

PaySimply is powered by **payment source**

Payment Source is an award winning Canadian alternative payment service provider. With offices in Ottawa, Toronto and Vancouver, Payment Source is focused solely on serving Canadians with solutions based in Canada.



ONE OF CANADA'S BEST MANAGED COMPANIES



GOLD MEDAL WINNER: BEST CASH INNOVATION





## Mackenzie County

<b>Title</b>	<b>PAYMENT, REFUND AND CANCELLATION OF TAXES</b>	<b>Policy No:</b>	<b>FIN009</b>
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<b>Legislation Reference</b>	<b>Municipal Government Act, Part 10</b>
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<b>Purpose</b>  To provide for the payment and the refund, cancellation, reduction or deferment of taxes and arrears on taxes.
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### **Policy Statement and Guidelines**

All tax notices are deemed to have been received 7 days after the tax notices were sent. (Section 337)

A tax payment that is sent by mail is deemed to have been received on the date post marked on the envelope. (Section 341)

All taxes and arrears of taxes are payable at the rates and times set out annually by bylaw. (Section 344)

Post dated cheques shall be accepted in payment of taxes and held by the municipality. On the date payable indicated on the cheque, the cheque shall be deposited and a receipt issued. Acceptance of a post dated cheque does not affect the due date for payment of taxes.

Payments received by Electronic Funds Transfer (EFT) shall be receipted for the day the funds were received by Mackenzie County.

Receipts shall be issued for all tax payments excepting the case of bulk payers, e.i. banks, in which case one (1) receipt shall be issued to the bulk payer for all tax payments covered by the same cheque.

The Chief Administrative Officer or designate shall authorize the cancellation, refund or reduction of taxes that have been determined and verified to have been levied and/or collected in error.

All other requests for refunds, cancellations, reductions or deferral of taxes shall be referred to Council for consideration and decision.

	<b>Date</b>	<b>Resolution Number</b>
<b>Approved</b>	1998-10-14	98-312
<b>Amended</b>	2018-04-10	18-04-291
<b>Amended</b>		
<b>Amended</b>		

## Mackenzie County

<b>Title</b>	<b>Methods of Payment Policy</b>	<b>Policy No:</b>	<b>FIN031</b>
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<b>Legislation Reference</b>	<b>Municipal Government Act</b>
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### **Purpose**

To define the methods of payments accepted by Mackenzie County.

### **Policy Statement:**

The Policy defines the methods of payments accepted by Mackenzie County.

### **Guidelines/Procedures:**

1. The following methods of payment shall be accepted by Mackenzie County:
  - 1.1 Cash or cheque in Canadian currency
  - 1.2 US currency cheques may be accepted and the exchange rate will be applied to the account
  - 1.3 Debit Cards
  - 1.4 On-line payments
  - 1.5 Pre-authorized payment plans
  - 1.6 Electronic Banking services including telephone and internet banking
  - 1.7 Payroll deduction for employees (a written authorization from an employee is required)
  - 1.8 Credit Cards (see Section 2)
2. Credit Card Payments
  - 2.1 Credit cards will be accepted, with the exception of Property Tax payments and Development Agreement fees.
3. NSF Cheques or NSF Preauthorized Payment Fees
  - 3.1 Thirty Five Dollars (\$35.00) fee shall be charged for each NSF cheque. The amount of the NSF cheque plus the \$35.00 NSF fee will be due immediately. NSF cheques not collected in a reasonable length of time (normally within 30 days) may be referred to a collection agency or taken to small claims court, or transferred to taxes if permitted under the Municipal Government Act.

4. Administrative Responsibilities

4.1 The Chief Administrative Officer or Designate shall be responsible for monitoring compliance with this policy.

	<b>Date</b>	<b>Resolution Number</b>
<b>Approved</b>	12-Jun-12	12-06-408
<b>Amended</b>	09-Oct-12	12-10-652
<b>Amended</b>		



Mackenzie County

# REQUEST FOR DIRECTION

<b>Meeting:</b>	<b>Committee of the Whole Meeting</b>
<b>Meeting Date:</b>	<b>February 25, 2020</b>
<b>Presented By:</b>	<b>Jennifer Batt, Director of Finance</b>
<b>Title:</b>	<b>Chuckegg Wildfire – Operational Costs</b>

## BACKGROUND / PROPOSAL:

Over the last six months, administration has been reporting Chuckegg wildfire costs incurred by Mackenzie County that were anticipated to be submitted to the Disaster Recovery Program and the Town of High Level for reimbursement of costs.

As the Disaster Recovery Program has clear guidelines on what costs will be approved for reimbursement, administration has reviewed all purchases during the disaster and has identified approximately \$80,000 in items purchased that would not be eligible, or would only be eligible for 50% recovery.

Some costs were coded to the disaster, but were incurred either before or were not eligible for reimbursement of approximately \$5,000. Administration has removed these costs from the claim.

The Disaster Recovery Program will only cover 50% of the cost of items that the County will still have use of following the disaster; items that have been retained and will be used by the County in its future operations. Administration identified approximately \$75,000 in operational costs.

Items include:

- Floor fans, traffic signs, water pump set ups, iPads, coveralls, headlamps, foam tanks and set up, chainsaws, tools.

Some items that will be retained by the County for future use are eligible for 100% reimbursement. If it is identified, and proven that it is most beneficial to the affected area(s), and is not likely available in outlying areas to rent, or request, and it is more cost effective and time saving to have within the municipality, then a specific case approval may be granted. Administration is including the 2 sprinkler trailers in this request at a total cost of \$372,000, however have only requested 50% of the additional

Author: J.Batt Reviewed by: CG CAO: \_\_\_\_\_

attachments that the fire department purchased to complete the outfitting of these trailers.

**OPTIONS & BENEFITS:**

N/A

**COSTS & SOURCE OF FUNDING:**

2019 Operating budget

**SUSTAINABILITY PLAN:**

N/A

**COMMUNICATION / PUBLIC PARTICIPATION:**

N/A

**POLICY REFERENCES:**

N/A

**RECOMMENDED ACTION:**

Simple Majority       Requires 2/3       Requires Unanimous

For discussion

Author: J.Batt      Reviewed by: CG      CAO: \_\_\_\_\_



Mackenzie County

# REQUEST FOR DIRECTION

<b>Meeting:</b>	<b>Committee of the Whole Meeting</b>
<b>Meeting Date:</b>	<b>February 25, 2020</b>
<b>Presented By:</b>	<b>Don Roberts, Director of Community Services</b>
<b>Title:</b>	<b>La Crete Parks Maintenance Request for Proposal Review</b>

## **BACKGROUND / PROPOSAL:**

Administration has drafted a Request for Proposal (RFP) for the La Crete Parks Maintenance and would like Council to review and provide feedback.

It is requested that special attention be given to the “COR” requirements and a review of a proposed extra document requirement within the RFP process.

### **The normal requirement for Tenders and RFP’ states;**

... Unless otherwise stated, Tenders will only be considered when the Tenderer, prior to Tender Closing, either full certification in the Alberta Labour approved Certificate of Recognition (“C.O.R.”) or Small Employers Certificate of Recognition (“SECOR”) Programs appropriate to their industry issued by the Alberta Construction Safety Association or other appropriate industry association. ....

### **Policy FIN025 Page 9 of 10 Purchasing Authority Directive and Tendering Process**

f) A contractor shall be required to have a valid COR/SECOR certification for all municipal works whereby the contractor is considered “the prime contractor” as per the Occupational Health and Safety Act...

COR/SECOR may not be required:

- Services received from contractors/suppliers on their premises;

Author: D. Roberts Reviewed by: \_\_\_\_\_ CAO: \_\_\_\_\_

The COR/SECOR exemption may be granted to a contractor under the following conditions:

- The County is the sole employer of the contractor for the duration of the contract's term.
- Municipal Campground Caretakers
- Waste Transfer Station Operators

*Why do we specify these two and do we have to specify all others that fall into this category?*

## **OPTIONS & BENEFITS:**

### **Proposed Addition to RFP - La Crete Parks Maintenance RFP Review**

#### **WORKSITE SAFETY**

1. The Contractor shall,
  - a. Do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the Act and its regulations, as required to ensure the health and safety of all persons at the "work site".
  - b. Comply with Mackenzie County's Health and Safety Program.
  - c. Provide Mackenzie County with copies of safety reporting from work performed under this contract including but not limited to:
    - i. Hazard Assessment/Safety meeting minutes.
    - ii. Incident reports.
  - d. In the event of personal injury while performing work under this contract, report Mackenzie County representative in writing within 24 hours' after the incident.
2. Protection of Persons, Work and Property
  - a. The Contractor shall be solely responsible for initiating and supervising all safety programs in connection with the performance of the Work.
  - b. The Contractor shall take reasonable precautions for the safety of and shall provide reasonable protection to prevent damage, injury, or loss to:
    - i. All persons on the site.
    - ii. The work and materials and equipment to be incorporated into the Work.
    - iii. Other property at the site or adjacent to it.

Contractors will have to complete the Safety Evaluation attached. (FVSD Doc.)

*Other additions to the evaluation may be required in order to comply with new OH&S regulations.*

Author: D. Roberts Reviewed by: \_\_\_\_\_ CAO: \_\_\_\_\_



**COSTS & SOURCE OF FUNDING:**

2020 Operating budget

**SUSTAINABILITY PLAN:**

N/A

**COMMUNICATION / PUBLIC PARTICIPATION:**

N/A

**POLICY REFERENCES:**

Policy FIN025 Purchasing Authority Directive and Tendering Process

**RECOMMENDED ACTION:**

Simple Majority       Requires 2/3       Requires Unanimous

For discussion

Author: D. Roberts      Reviewed by: \_\_\_\_\_      CAO: \_\_\_\_\_





# Request for Proposals

La Crete Parks  
Grounds Maintenance

Closing date: March 24<sup>th</sup>, 2020  
04:30pm

**MACKENZIE COUNTY**



**REQUEST FOR PROPOSALS (“RFP”) WITH RESPECT TO THE:  
GROUNDS MAINTENANCE OF LA CRETE PARKS  
INSTRUCTIONS TO PROPONENTS**

**1.0 INTRODUCTION**

**1.1 Purpose of RFP**

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

**GROUNDS MAINTENANCE OF THE FOLLOWING LA CRETE PARKS.**

- 1) Reinland Park .....0.91ha
- 2) Jubilee Park .....4.27ha
- 3) The Big Back Yard Park.....0.22ha
- 4) Knelson Park.....1.18ha
- 5) Arena Park.....3.43ha ??????
- Total.....10.01ha**

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 “**La Crete Parks – Grounds Maintenance**” on or before 4:30 p.m. (Mountain Standard Time) on March 24<sup>th</sup>, 2020 (the “RFP Closing Time”) to:

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

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

- 1.2.2 Proposals will be opened the following day at 11:00 pm. No Proposal(s) submitted after the RFP Closing Time will be accepted.
- 1.2.3 Each Proponent shall not submit more than one proposal.
- 1.2.4 Any inquiries respecting this RFP should be directed to:

Don Roberts  
Director of Community Services  
[droberts@mackenziecounty.com](mailto:droberts@mackenziecounty.com)  
(780) 927-3718
- 1.2.5 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.
- 1.2.6 The County is under no obligation to respond to any inquiry submitted to it in respect of this RFP.
- 1.2.7 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.
- 1.2.8 No inquiry submitted to the County will be responded to after 4:00 p.m. **March 20<sup>th</sup>, 2020.**

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

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

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

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

By submitting a Proposal, a Proponent agrees:

- 1.3.2.1 to be responsible for conducting its own due diligence on data and information upon which its Proposal is based;
- 1.3.2.2 that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;
- 1.3.2.3 that it has gathered all information necessary to perform all of its obligations under its Proposal;

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

**1.3.3 No Tender and no Contractual Relationship**

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

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

## **1.4 Discretion of the County**

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

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

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

## **1.5 Selection**

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

## **1.6 Disqualification**

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

Proposal reinstated.

## **1.7 Representations and Warranties**

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



## 2.0 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 contractor(s) 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 Grounds Maintenance services shall be inserted by the Proponent in the form attached hereto as **Schedule “B”** and the form shall be submitted by the Proponent at the time of the submission of its Proposal.

### 3.2 Execution of the Proposal

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

- 3.2.1 proposals and the pricing form attached as **Schedule “B”**, must be signed by the representative for the Proponent;

## 4.0 MANDATORY SUBMISSION REQUIREMENTS

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

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

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

- 4.0.1 Letter from Insurance Company stating that Insurance can be provided should they be the successful applicant.
- 4.0.2 detailed experience

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

- 4.0.3 Completed Schedule "B" Pricing Form

**4.1 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.

- 4.1.1 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 5.3, and the County will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed below. By submitting a Proposal, the Proponent acknowledges and agrees that the County has, and is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.
- 5.3 By submitting a Proposal, each Proponent acknowledges and agrees that it waives any right to contest in any legal proceedings the decision of the County to award points in respect of the criteria noted below (the "Evaluation Criteria"). Proposals will be evaluated based on the following criteria:

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

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

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

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

5.4 The County also reserves the right to accept conditions to be offered by and/or negotiated with the successful Proponent which are not specifically contained in this RFP. Such options and/or alternatives shall be included in the Proposal review process as part of the evaluation.

5.5 At all times, the County reserves the right to seek written clarification regarding a Proposal from a Proponent. Such clarification shall be deemed an amendment to such Proponent's Proposal.

## 6 OTHER

### 6.1 Period Open for Consideration

The Proposals received shall remain irrevocable for a period of sixty (60) days

following the RFP Closing Date in order to allow for the County to undertake the evaluation of the Proposals received and to undertake the negotiations as provided for herein.

## **6.2 Information Disclosure and Confidentiality**

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

## **6.3 Independent Determination**

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

## **6.4 Documents**

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

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

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

## **6.6 Other Conditions**

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

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

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



Schedule "A"

**La Crete Parks  
Grounds Maintenance**

**PROJECT OVERVIEW  
&  
DESCRIPTION OF WORK**

## SCHEDULE "A"

### La Crete Parks – Grounds Maintenance

#### 1. Overview

To maintain all grass areas in accordance with standard horticultural practice with a finish cut which is neat and evenly graduated to the prescribed length for the following parks located in the Hamlet of La Crete.

1) Reinland Park .....	0.91ha
2) Jubilee Park .....	4.27ha
3) The Big Back Yard Park.....	0.22ha
4) Knelson Park.....	1.18ha
5) <u>Arena Park.....</u>	<u>3.43ha</u>
<b>Total.....</b>	<b>10.01ha</b>

#### 2. Description of Work

- 1) After each cutting, grass length shall be between 5 and 8 cm; 1 ½" - 2 ½".
- 2) If grass clippings pose harm to underlying turf, clippings shall be removed. The removal of such grass clumps or swaths shall be removed immediately after any mowing operation.
- 3) The Contractor must exercise care to avoid damage to trees and shrubs during mowing and trimming operation;
- 4) The use of chemicals is prohibited within this contract unless approved by a Mackenzie County Representative and application must be conducted by a licensed applicator.
- 5) Trimming around equipment, buildings, lamp posts etc., shall be trimmed so that grass length is between 5 and 8 cm. 1 ½" – 2 ½"
- 6) The Contractor will cease cutting when grounds are occupied by groups with permits, or by groups participating in other sponsored activities. Rescheduling will be at the Contractor's expense.
- 7) Prior to performing any mowing operation, the Contractor is required to pick up all debris: paper, bottles, cans, large rocks, sticks or any such other refuse. The Contractor may dispose of such refuse into the waste dumpster on site. This does not include grass clippings.
- 8) Weed trimming includes fence lines, drainage swales, around play equipment, grass growth in cracks of sidewalks and where asphalt meets concrete sidewalks. If adjoining property is of private nature, trimming shall take place only on Park side. Cutting of sapling or small tree growth included.

### **3. Materials and Equipment**

- i. Unless otherwise specified, the Contractor shall provide, maintain, and pay for all materials, tools, machinery, equipment, temporary facilities, controls, and conveniences necessary for the performance of the Contract.

### **4. Change Orders**

- i. Mackenzie County, without invalidating the Contract, may at any time or from time to time, order changes in the Services being rendered under the Contract, consisting of additions, deletions, or other modifications. If required on account of such changes ordered by Mackenzie County, equitable adjustments shall be made to the Contract Price.
- ii. Upon Owner's approval and acceptance of Contractor Proposal, a "Change Order" will be issued to Contractor.

### **5. Occupational Health and Safety**

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

### **6. Contract**

- ii. The Contractor will enter into the Service Agreement Contract (Schedule C) with Mackenzie County.

### **7. Indemnity**

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

### **8. Liability Insurance**

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



against bodily injury, death and property damage. Such insurance shall include the following endorsements: premises, property, and operations; Contractor's protective; blanket contractual; non-owned auto; employees as additional insured; broad from property damage; cross liability; 30 days advance notice to the County of cancellation or material change.

- ii. Automobile Liability Insurance on all vehicles owned, operated or licensed in the name of the Contractor with limits of not less than \$1,000,000.00.
- b. The Contractor shall provide the County with proof that comprehensive or commercial liability insurance coverage is in effect and meets specified conditions. Such proof shall be in the form of a certificate of insurance submitted prior to commencement of activities under the contract.

## **9. Workers Compensation**

- i. The Contractor shall comply with the **Workers' Compensation Act** of Alberta and all regulations thereto, when the Act applies to the operations of the Contractor, and shall upon demand by Mackenzie County deliver to the County's representative a certificate from the Workers' Compensation Board showing that the Contractor is registered and in good standing with the Workers' Compensation Board. Failure to provide a certificate of good standing upon request may result in termination of the contract.
- ii. The Successful proponent must submit a copy of their WCB prior to signing the contract.

## **10. Right to Terminate Contract**

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

## **11. Payment**

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

## **12. Term of the Contract**

- i. The Term of the Contract is seasonal and shall be for 4 months from the second week in **May, 2020** to the second week in **September, 2020**.
- ii. At the sole discretion of Mackenzie County, extensions to the contract term may be offered for the following season and must be accepted by both parties.

## **13. Special Conditions**

- i. A responsible individual of at least eighteen (18) years of age must be present on all work sites during operations. The Contractor shall provide a list of all people they will employ. Each such person is required to complete training in operating all aspects of Equipment and Machinery and be registered with Mackenzie County prior to working.
- ii. The Contractor is responsible to provide a cellular phone at his own expense and to provide the County with the phone number.

**SCHEDULE "B"**

**La Crete Parks**  
**Grounds**  
**Maintenance**  
**BIDDING FORM**

**SCHEDULE "B"**

**La Crete Parks – Grounds Maintenance**  
**Mackenzie County**  
**P.O. Box 640**  
**4511-46 Avenue**  
**Fort Vermilion, AB T0H 1N0**

Schedule	Location	Unit Price
1	1). Reinland Park .....0.91ha 2). Jubilee Park .....4.27ha 3). The Big Back Yard Park.....0.22ha 4). Knelson Park.....1.18ha <u>5). Arena Park.....3.43ha</u> Total.....10.01ha	\$ /2020 Season

TOTAL BID PRICE In Writing \_\_\_\_\_

# Declarations:

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

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

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

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

**Envelope # 1**

- 4.0.1 Letter from Insurance Company stating that Insurance can be provided should they be the successful applicant.
- 4.0.3 a letter detailing experience related to the proposal

**Envelope # 2**

- 4.0.3 Completed Schedule "B" Pricing Form

Signatures:

Signed, sealed and submitted for and on behalf of:

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

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

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

(Apply SEAL above)

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

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

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

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

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

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

**SCHEDULE "C"**



**CONTRACT AND SPECIFICATIONS**

**MACKENZIE COUNTY**

**for**

---

**Contractor**

**For the La Crete's Ground Maintenance within  
Mackenzie County.**

Prepared by:  
Mackenzie County  
February 14, 2020

**A) THE CONTRACT**

The Contract is for the Parks Ground Maintenance within the Hamlet of La Crete.

**B) SCOPE OF WORK**

**GROUNDS MAINTENANCE OF THE FOLLOWING LA CRETE PARKS.**

- 6) Reinland Park .....0.91ha
- 7) Jubilee Park .....4.27ha
- 8) The Big Back Yard Park.....0.22ha
- 9) Knelson Park.....1.18ha
- 10) Arena Park.....3.43ha
- Total.....10.01ha**

This contract will begin the second week in May 2020 until the second week in September 2020.

The Contractor agrees with Mackenzie County for the faithful performance of the works outlined in the “Request for Proposal – La Crete Parks Grounds Maintenance” including Schedule “A” Project Overview and Description of Work and Schedule “B” Bidding Form.

The Contractor agrees to hold the County harmless for any incidents or events on the job.

The Parties by their signatures agree to these terms and conditions.

**DATE :** \_\_\_\_\_

\_\_\_\_\_  
**Mackenzie County**  
**(print name)**

\_\_\_\_\_  
**Contractor –** \_\_\_\_\_  
**(print name)**

\_\_\_\_\_  
**Mackenzie County**

\_\_\_\_\_  
**Contractor –** \_\_\_\_\_

**Safety Evaluation**

Please complete the following questionnaire if one or both of the following apply:

1. My company does not have a health and safety program, or
2. My company has a health and safety program but does not have a Certificate of Recognition.

<b>Commitment to Safety</b>	
1. Do you have a written health and safety policy statement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Do you have clearly defined safety roles and responsibilities for your managers, supervisors and workers?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Do Managers/Supervisors visit the worksite regularly?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Do you evaluate your safety practices to ensure they are effective and that all areas for improvement are identified? If yes, how often?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Hazard Assessment &amp; Control</b>	
5. Do you conduct worksite hazard assessments? If yes, how often?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Are workers informed of job specific hazards?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Are you able to provide the necessary hazard controls to prevent incidents?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Are workers provided the necessary Personal Protective Equipment (PPE) based on the hazard assessment process?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Orientation and Training</b>	
9. Do you provide general safety orientations for new employees?	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. Do you hold regular safety meetings including all staff?	<input type="checkbox"/> Yes <input type="checkbox"/> No
11. Do you provide specific safety training to supervisors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
12. Do you provide on-the-job training for new staff?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Worksite Inspections</b>	
13. Do you conduct regular inspections of the worksite?	<input type="checkbox"/> Yes <input type="checkbox"/> No
14. Do you have a system in place to ensure proper corrective action is taken to remedy identified safety concerns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Incident Reporting &amp; Investigations</b>	
15. Do you require all work-related incidents to be reported to a supervisor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Do you have a system in place to track incidents and to ensure corrective action is taken to prevent similar incidents from reoccurring?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Emergency Preparedness</b>	
17. Do you have an emergency response plan in place at your worksite(s)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
18. Do you have first aid trained staff available at all worksites?	<input type="checkbox"/> Yes <input type="checkbox"/> No
19. Do you have first aid kit(s) and eye wash station(s) at all worksites?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**INTERNAL USE ONLY**

<p><b>Contractor Approval Status</b></p> <p><input type="checkbox"/> Acceptable – meets current criteria.</p> <p><input type="checkbox"/> Conditional Acceptance – following conditions must be met prior to performing work.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> All workers are required to attend the Project Start-Up Meeting.</li> <li><input type="checkbox"/> Hazards must be assessed weekly using the FVSD Field-Level Hazard Assessment form.</li> <li><input type="checkbox"/> Monthly safety meetings must be held with all workers at the site.</li> <li><input type="checkbox"/> Monthly site inspections must be conducted using the FVSD Inspection form.</li> <li><input type="checkbox"/> All incidents must be recorded using the FVSD Incident Report &amp; Investigation form.</li> <li><input type="checkbox"/> Compliance with all emergency response requirements specified in the OH&amp;S legislation.</li> <li><input type="checkbox"/> The following PPE must be used by all workers at the site:</li> </ul> <ul style="list-style-type: none"> <li>-</li> <li>-</li> <li>-</li> <li>-</li> </ul> <p><input type="checkbox"/> Rejected – contractor does not meet current criteria and must meet the following conditions before being considered for work.</p>	
Evaluated by:	Date:





Mackenzie County

# REQUEST FOR DIRECTION

<b>Meeting:</b>	<b>Committee of the Whole Meeting</b>
<b>Meeting Date:</b>	<b>February 25, 2020</b>
<b>Presented By:</b>	<b>Byron Peters, Director of Planning and Development</b>
<b>Title:</b>	<b>Developer Incentives</b>

## **BACKGROUND / PROPOSAL:**

Administration has received conflicting direction regarding developer incentives and is unsure how to proceed. We have been asked to further explore developer incentives however have also been asked to bring back the Fee Schedule Bylaw to put more cost on developers.

The conversation regarding developer incentives came from a request from the local residential developers to reduce taxes on vacant residential lots. Annual residential taxes on vacant lots are in the \$800/lot range. This can become a costly burden on the developers that are unable to move lots. In turn, Council made the following motion:

**MOTION 18-05-379**  
*Requires Unanimous*

**MOVED** by Councillor Knelsen

*That administration research different taxation/assessment options/incentives for developers and bring back to Committee of the Whole for review and discussion.*

**CARRIED**

Administration had since researched the Municipal Government Act (MGA) for a mechanism to reduce residential taxes. The MGA only offers a tax exemption or deferral as a development incentive for non-residential lands.

The conversation about requiring developers to cover more costs came primarily through the expenses that the County incurs for engineering and inspection fees when developers do a poor job, or become dependent on the County to ensure everything is completed.

Author: B Peters Reviewed by: \_\_\_\_\_ CAO: \_\_\_\_\_

Therefore the following motion was made:

**MOTION 19-09-492**      **MOVED** by Councillor Bateman

*That administration bring back planning policies and the Fee Schedule Bylaw relating to subdivision completion and deficiencies.*

**CARRIED**

**OPTIONS & BENEFITS:**

There are several reasons for considering incentives. The stereotypical benefit is to attempt to attract new industry, or for existing industry to expand. In the case of what has been requested, an incentive would help ensure that a variety of residential uses have developed lots and are ready for development. The only feasible option to reduce residential developer fees would be eliminating all administrative fees or municipally funding a grant incentive program.

The reasoning for placing more of the development costs onto the developer is primarily that the developer is the only one set to gain financially from the development; therefore, he should cover as many of the development costs as possible. The developer currently pays an administrative fee, the cost of construction, Municipal Reserve, off-site levy fees, and security. Security is returned upon final acceptance of construction.

**COSTS & SOURCE OF FUNDING:**

To be determined, depending on the direction provided.

**SUSTAINABILITY PLAN:**

Identifying and then taking the steps required in order to encourage sustainable growth of our communities is essential if we want our needs met today and also for generations to come.

**Goal E26** That Mackenzie County is prepared with infrastructure and services for a continually growing population

**Strategy E26.1** Infrastructure is adequate and there are plans in place to manage additional growth

**Strategy E26.2** Provide exceptional services that enhance the quality of life in County hamlets and existing rural areas as a means to dissuade residents and newcomers from moving to undeveloped areas to establish small lots or acreages.

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

**Strategy E26.3** Take proactive measures to anticipate growth by preparing evidence-based plans for it

**Strategy E28.2** The County will support efforts to diversify its economic base.

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

**COMMUNICATION / PUBLIC PARTICIPATION:**

No public participation is required.

**POLICY REFERENCES:**

DEV001 Urban Development Standards  
PW025 Infrastructure for New Development

**RECOMMENDED ACTION:**

Simple Majority       Requires 2/3       Requires Unanimous

For discussion.

Author: B Peters      Reviewed by: \_\_\_\_\_      CAO: \_\_\_\_\_





Mackenzie County

# REQUEST FOR DIRECTION

<b>Meeting:</b>	<b>Committee of the Whole Meeting</b>
<b>Meeting Date:</b>	<b>August 28, 2018</b>
<b>Presented By:</b>	<b>Byron Peters, Deputy Chief Administrative Officer</b>
<b>Title:</b>	<b>Developer Incentives</b>

## BACKGROUND / PROPOSAL:

### Why we need incentives?

Currently, the hamlets of Fort Vermilion, La Crete and Zama, have areas that may be developed and improved upon if an applicable incentive was available. These incentives would guide and encourage specific development according to a hamlet's needs. As a result of developers' perceptions of each hamlet, it is critical for incentives to be applied to specific locations in order to alleviate the perceived economic deterrents that exist in the site selection process.

The most effective way for a municipality to meet these existing development challenges is to create a pro-business environment that improves the conditions of profitability and thereby, attract developers. In doing so, developer incentives may be used to tackle the current economic climate and should be limited to strategic uses that encapsulate a hamlet's specific objectives as outlined in the Municipal Development Plan and Area Structure Plan.

There are several important design features of incentives:

- Developing incentives based on strategic economic development goals
- Targeting incentives towards high-value economic activity
- Exploring alternative ways of structuring incentives to reduce downside risk
- Including enforceable conditions on any investments
- Collaborating with regional partners on economic development

### 1) Fort Vermilion

The hamlet of Fort Vermilion has a critical undersupply of housing and rental options, and with limited commercial development, the ability to attract developers will rely partly on incentives, grants and/or tax exemptions. Diversifying economic development and

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

providing residential options such as multi-family housing, will not only address the changing needs of the hamlet but contribute to long-term growth and vibrancy. Key policies in the MDP that outline a long term growth strategy for Fort Vermilion include:

- Guide interim and long-term growth in a deliberate manner that coordinates with infrastructure provision and facilitates a complementary land use mix;
- Promote development of 50th Street and nearby areas of River Road as the commercial centre of Fort Vermilion, with consideration to the community's history;
- Encourage the identification and preservation of historic buildings and sites;
- Recognize the changing needs of the community by allowing a range of housing choices, including multi-family;
- Protect significant natural areas, including the Peace River waterfront; and,
- Support economic development and diversification.
- New development should reflect the historic character and northern climate.

## 2) Zama

Zama's economy is centred on the oil and gas industry, which has resulted in a high transient population. The ability to retain and attract residents is a key priority when permanent residency is relatively low. Incentivizing development in these areas may help improve and diversify local services/amenities while also addressing hamlet development needs.

Key policies in the MDP that outline a long term growth strategy for Zama include:

- Guide interim and long-term growth in a deliberate manner that coordinates with infrastructure provision and facilitates a complementary land use mix;
- Promote the separation of residential and industrial uses to ensure a high quality of life is available for residents, while allowing an opportunity for business owners to live on site in specific areas;
- Expand residential development primarily to the northeast and ensure heavy industrial uses are located west of Tower Road;
- Protect natural areas that contribute to the rural character of Zama City;
- Expand community facilities and services to meet changing demands;
- Support economic development and diversification;
- Address emergency planning in new developments.

## 3) La Crete

La Crete's population has been surpassing population projections and has been the only hamlet in Mackenzie County that not only has been readily increasing in size but also has a high demographic of children aged 0-9 years old. With a growing population, there is a demand for increased services/amenities. Main Street has many avenues for improvement that not only involve more commercial areas but a more established and lucrative downtown. It is recommended that Main Street encourage mixed-use development that will blend residential, commercial, cultural, and institutional and/or

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

entertainment uses. Mixed-use development that promotes a walkable built environment can help revitalize La Crete's downtown, increase private investment, lead to higher property values, promotes tourism and support the development of a good business climate.

Key policies in the MDP that outline a long term growth strategy for La Crete include:

- Guide interim and long-term growth in a deliberate manner that coordinates with infrastructure provision and facilitates a complementary land use mix.
- Promote development of a town centre as a walkable and mixed use precinct that can help strengthen community identity.
- Expand residential development primarily to the west and south, integrating with existing recreational opportunities and providing key connections to commercial areas of town.
- Recognize the changing needs of the community by allowing a range of housing choices, including multi-family buildings.
- Expand business land supply in order to support economic development and encourage well-designed developments in high profile areas such as 100 Street and the town centre.
- Protect natural areas that contribute to the rural character of La Crete.
- Expand community facilities and services to meet increasing demands, including space for two new schools, the trail network and the Lake Tourangeau recreational area.
- New development designs should reflect the northern climate.

**The next section outlines the Residential and Commercial objectives of the MDP with recommended incentive examples:**

### **1) RESIDENTIAL OBJECTIVES**

- ➔ To provide for orderly and staged residential growth
- ➔ To allow a full range of housing types in order to meet the demands of various income groups and lifestyles
- ➔ To promote high standards of design, safety, convenience and amenity in all residential areas

**\*All the grant/incentive/tax exemption programs as described below are 100% funded by the Municipality\***

#### ***Examples: Residential***

##### **A) Land Development Grant program:**

- Available for developers planning on subdividing, servicing and installing local improvements on raw/vacant lands that would result in a minimum of 5 serviced lots, ready to be sold on the open market.
- The grant is a one-time payment, being 100% of the total increase in property tax as result of all servicing & improvements made to the raw/vacant land

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- Grant will be paid in the same tax year as when the completed development is fully assessed

**B) Multi-Family Housing Incentives**

- Offers development incentives for multi-family residential developments located in designated areas
- A “\_\_\_\_\_ %” year municipal tax exemption
- Waiver of development charges

**Examples: Subdivision**

**C) Free Services for the Development of Subdivisions**

- Road Access/Approach (Value-\$2,500)
- Water/Sewer Tank Services (Value- \$15,000)
- Water/Sewer Tie in Services (Value-\$8,000) Subdivision Application fees
- Endorsement fees
- Legal Survey costs
- Utility Services Right of Way Easements if required

**D) Subsidized Subdivision Grant program**

- Under a subdivision grant agreement, the proponent will contribute \$5,000 which will be refunded to them subject to a second residence being placed, with a minimum assessed value of \$50,000 (including a permanent foundation), on the newly created parcel within two (2) years of its registration

**2) COMMERCIAL OBJECTIVES:**

- ➔ Provide suitable and appropriately located areas for urban and rural commercial activities
- ➔ Emphasize each Hamlet as principal retail and service centres in Mackenzie County
- ➔ Minimize conflict between rural and urban commercial operations
- ➔ Accommodate the growth and development of home-based businesses
- ➔ Broaden the County’s economic base by taking advantage of retail opportunities
- ➔ Ensure that Mackenzie County’s commercial areas are attractive to tourist, regional and local customers

**Examples: Commercial**

**A) Commercial Development Incentive**

- To stimulate commercial expansion and new commercial development Mackenzie County encourages property owners to apply for a three year development incentive for new business construction generally as follows:

First year: 100% reduction in municipal property taxes

Second year: 100% reduction in municipal property taxes

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



Third year: 50% reduction in municipal property taxes

**B) Economic Development Incentive Program**

- The program aims to encourage development by offering a 50% rebate on the municipal portion of your tax bill
- The Development, which can be new buildings or upgrades to existing ones, must have an assessed value over \$100,000. The rebate applies to the first full year of development, and all taxes must be paid in full before applying to the program.

**C) Community Improvement Program**

- Offers grants to help property owners along commercial cores with consideration to the community's history make improvements to their buildings. Grants up to \$50,000 are available for eligible properties for the following six items:
  - ✓ To cover the cost of building permit applications
  - ✓ To cover the cost for site plan applications
  - ✓ To make improvements to historical building facades
  - ✓ To reconstruct buildings damaged by fire or natural disaster
  - ✓ To install signs that match the image of traditional downtown

**D) Business Improvement Façade Program**

- To encourage businesses along commercial cores to make improvements to their building or business frontage
- To be eligible for the one-time grant, buildings must be in the designated areas
- Businesses can receive a 25% reimbursement grant (up to a maximum of \$5,000) per building/project. Projects must not exceed \$200,000

**E) Business Renovation Incentive**

- Any owner of commercial property, or renter carrying out renovations with the written approval of the property owner, may apply for a business renovation incentive
- Mackenzie County will consider a rebate to a business completing a minimum of \$5000 in external renovation of their commercial improvements. The rebate will generally be based on the cost of the renovations calculated at a rate of 10% of the costs to a maximum rebate of \$1000.

**F) Development Incentive Program**

- Encourages property owners in Business Improvement Areas to invest in higher density residential and/or commercial development. The program provides grants to cover a portion of building or renovation costs
- Grants may be provided to property owners who invest in new development, redevelopment, and/or conversion of their properties for mixed-use, multi-unit residential, and/or eligible storefront retail and commercial uses

**G) New Commercial Business Interior Improvement**

- A reimbursement grant of 50% of construction costs for building interior improvements to a maximum amount of \$50,000 per new retail and commercial

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

use building that has a minimum construction value of \$250,000, is a minimum of two storeys, and has eligible ground and above ground floor retail and commercial use property

**H) New Retail and Commercial Building Development**

- A reimbursement grant equal to 10% of the total construction value to a maximum amount of \$50,000 per new retail and commercial use building that has a minimum construction value of \$250,000, is a minimum of two storeys, and has eligible ground and above ground floor retail and commercial use occupancy

**I) Hamlet Revitalization Tax Exemption Bylaw**

- These incentives are in place to encourage new investment as part of our overall strategy to build vibrant urban centres
- This policy involves the identification of tax incentive areas (areas that are in need of development) in which a 100% municipal tax exemption would apply.
- Tax Exempt areas are identified, which allows for a 100% municipal tax exemptions on the revitalization amount on the parcel for any residential or commercial project within the area specified

**J) General Incentives:**

- Infrastructure improvements
- No/reduced development charges
- Short-term tax concessions
- Permit fee waivers
- Waived parking requirements for new developments

A combination of the above grants, incentives and/or tax exemptions can provide a foundation for growth in each hamlet, and start the building blocks for long-term objectives that are expressed in the MDP, which include: planning for a positive growth rate, promoting orderly and economic growth and strengthening the long term viability of the hamlet.

**Brownfields**

Municipalities make annual decisions through a property tax bylaw to cancel, defer or reduce the municipal taxes on a brownfield. A brownfield is a piece of property that has been abandoned, vacant, derelict or unused because of actual or perceived contamination. Some examples of brownfields include the former location of a gas station or facility contaminated by asbestos.

The MGA has been amended to enable municipalities to grant multi-year tax cancellations, reductions, or deferrals on brownfield properties. This tool applies to properties suitable for redevelopment that councils deem contaminated, possibly contaminated, vacant, derelict, or underutilized.

Previously, cancellations, reductions, and deferrals were limited to one year.

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One of the issues with the previous one-year limit on brownfield tax incentives was unpredictability for developers. As municipalities had to re-pass the incentive every year, developers were less willing to invest in properties that take multiple years to remediate and redevelop.

The new tax incentive tools will allow municipalities to grant incentives that last the length of the redevelopment process, attracting investment in brownfield sites.

### **MGA Update- What does the MGA allow?**

#### **Splitting of Non-Residential Property Tax Rates**

- The MGA is amended to enable splitting of the municipal non-residential class into subclasses
- Municipalities will be better able to set tax rates in a manner that reflects local circumstances

The regulations to accompany this change will be created with input from municipalities, assessors, and non-residential property owners to determine how splitting should be implemented to best enable a fair distribution of municipal non-residential property taxes. Any subclasses established under these provisions will be subject to the new limits on the ratio of non-residential tax rates as compared to residential tax rates.

#### **Financial Incentives**

The MGA allows municipalities in Alberta to potentially offer a number of types of financial incentives to promote the redevelopment of brownfield and underutilized sites, including:

- a) Property tax cancellation, reduction, refund or deferral (collectively known as tax assistance) (Part 10, S. 347/353);
- b) Community Revitalization Levy (CRL) (Part 10, S. 381.1-381.5);
- c) Loans and Guarantees (Part 8, S. 264-268);
- d) Grants (Part 8, S. 242-247); and,
- e) Planning Fee Waivers (Part 17, S. 630.1).

#### **Grants**

While the MGA does not expressly include the authority to make grants, Part 8, S. 242-247 allows a municipality to make expenditures that are included in an operating budget, and Section 243 (2)(g) of the Act specifies that an operating budget must include the estimated amount of “grants”. Therefore, municipalities in Alberta can use their operating budgets as a source to fund grants to promote the development of underutilized sites, including brownfield and greyfield sites. In fact, a number of municipalities in Alberta have utilized this approach.

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## **Planning Fee Waivers**

Finally, Part 17, S. 630.1 of the MGA allows a municipality to waive planning and development related fees. The authority to waive fees related to planning and development must be ensconced in a municipality's bylaws. While not a significant incentive by itself, municipalities can consider using fee waivers as an additional, albeit secondary tool, in conjunction with other incentive programs such as grants to promote the development of underutilized sites.

## **COSTS & BENEFITS**

The fundamental dilemma of development incentives is that, although they can be perceived to be not the best form of development policy (due to cost, risk, questions of effectiveness, etc.) there seems to be no doubt that incentives can make a difference in the site selection process. Furthermore, incentives/grants are not the magical solution to development needs, for that reason, the idea would be to create an improved business climate that will change the perceptions developers may have to specific areas. The proposed incentives, grants, tax exemptions and/or a combination of, can help mitigate some of the existing economic deterrents that exist for developers when choosing a location. Since the incentives will be guided by the MDP/ASP of each hamlet, the incentives will be strategically used and applied to tackle the inherent issues that are present in each hamlet's unique economic climate.

## **Community and Regional Economic Support Program (CARES)**

The CARES program will be applicable for developing some types of development incentives. Funding would be at a 1:1 matching ratio, or 50% of the project cost.

## **Project Summaries of Successful CARE Applicants**

- Promotion of a rural small business expansion accelerator program to motivate small rural businesses (Oyen; \$32,800)
- Downtown residential attraction study to encourage higher-density residential development opportunities (Red Deer; \$10,250)

## **SUSTAINABILITY PLAN**

Incentives, grants and tax exemptions are options to help achieve economic sustainability, improved business climate and community growth as described below in the Sustainability Plan:

### **Economic Sustainability**

A consistently thriving, local economy:

- Makes new and diverse jobs and training opportunities available.
- Attracts and maintains an adequate and stable workforce to meet the needs of the commercial and institutional sectors.

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

- Makes quality land and buildings available to support healthy economic activity and change.
- Provides for the creation and diversification of businesses and industries.
- Builds a strong business community that is well-connected with the wider economy.

**Business Climate and Growth**

- ✚ **Strategy E23.1** Consult with the County’s business community to identify strategies that would strengthen the municipality’s “open-for-business” attitude.
- ✚ **Strategy E23.2** Undertake an assessment to determine if and how the County may be of assistance or can provide support to businesses operating under County business licenses.
- ✚ **Strategy E23.3** Develop strategies to attract small and medium-sized enterprises that provide support to the County’s existing businesses and industries.
- ✚ **Goal E24** Mackenzie County is an attractive destination for non-residents to visit or to decide to relocate, and remains an attractive home for County residents at all stages their lives.

**COMMUNICATION:**

N/A

**RECOMMENDED ACTION:**

- Simple Majority       Requires 2/3       Requires Unanimous

For discussion.

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





Mackenzie County

# REQUEST FOR DIRECTION

<b>Meeting:</b>	<b>Committee of the Whole Meeting</b>
<b>Meeting Date:</b>	<b>February 25, 2020</b>
<b>Presented By:</b>	<b>Byron Peters, Director of Planning and Development</b>
<b>Title:</b>	<b>SE 8-106-15-W5M – Drainage Ditch</b>

**BACKGROUND / PROPOSAL:**

Mackenzie County has a Utility Right of Way (URW) along the northeast corner of SE 8-106-15-W5M (west side of La Crete). The URW is 330m long and 15m wide that serves as a storm water drainage main. The drainage ditch extends approximately 220m past the URW.

The current landowner believes that this drainage ditch is encroaching on his property and would like this issue dealt with in a timely manner. The landowner had brought the concern to Council at the October 8, 2020 Regular Council meeting. In turn administration reviewed the land and subdivision files and found agreements signed by previous owners of the quarter section for both a right-of-way and an easement. The 330m portion has a signed easement agreement, and the 220m portion has a signed right-of-way agreement. Additionally, the portion heading north on the adjacent property also has a signed easement agreement.

The 330m portion can be found on Alberta Registries and is registered as a utility right-of-way, however, the 220m portion and the neighbour’s portion are not found on Alberta Registries. Administration has not yet determined the reason for these gaps, and if it was possibly an error by Alberta Registries.

Administration was directed by Council to submit the existing documents to Alberta Land Titles for registration at the October 23, 2020 Council meeting.

**MOTION 19-10-636**      **MOVED** by Councillor Braun

*That administration submit the existing signed right-of-way agreement on SE 8-106-15-W5M to Alberta Registries for registration on the property.*

Author: \_\_\_\_\_ Reviewed by: B Peters CAO: \_\_\_\_\_

## **CARRIED**

Administration submitted the paperwork for registration where it was rejected. In order to move forward, administration needs direction from one of the following options.

### **OPTIONS & BENEFITS:**

#### Option 1:

Since a signed agreement is in place, formalize access and ownership of the required property at the time of future subdivision. It is a routine practice to obtain various parcels of land for municipal purposes at time of subdivision, with this authority specifically provided for with the Municipal Government Act (eg. Road rights-of-way, road widening, Public Utility Lots, Municipal Reserve, Environmental Reserve).

#### Option 2:

Renegotiate a new agreement with the current landowner and register the new agreement with Alberta Registries. It is anticipated that the current landowner would request compensation if this route is pursued.

An easement agreement can be registered via caveat which would remain on title until time of discharge.

To register a Utility Right of Way, a survey would have to be registered.

If a landowner refuses to grant consent, an easement or right-of-way may still be obtained and registered if it is based upon a decision of the Surface Rights Board, expropriation, or a judge's order if it is determined that registration would be in the greater public good.

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

Costs will vary depending on the option that Council pursues.

Option 1 has a negligible municipal cost. Option 2 requires the following considerations:

Currently the County values the land within the hamlet at \$15,000 per acre when calculating items such as Municipal Reserve. The land that the County would acquire would be at less than 1 acre.

The County would also be required to hire a surveyor to do a boundary adjustment on the Utility Right of Way.

Author: \_\_\_\_\_ Reviewed by: B Peters CAO: \_\_\_\_\_



**SUSTAINABILITY PLAN:**

There are no items within the sustainability plan that address this topic.

**COMMUNICATION / PUBLIC PARTICIPATION:**

No public participation is required. Should council choose Option 3, administration will enter negotiations with the landowner.

**POLICY REFERENCES:**

No references applicable.

**RECOMMENDED ACTION:**

Simple Majority       Requires 2/3       Requires Unanimous

For discussion.

Author: \_\_\_\_\_ Reviewed by: B Peters CAO: \_\_\_\_\_





Scale 1: 5,000



100 yd   
 100 m 

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Mackenzie County

# REQUEST FOR DIRECTION

<b>Meeting:</b>	<b>Committee of the Whole Meeting</b>
<b>Meeting Date:</b>	<b>February 25, 2020</b>
<b>Presented By:</b>	<b>David Fehr, Director of Operations</b>
<b>Title:</b>	<b>Mackenzie Ski Hill – Creek Crossing</b>

## BACKGROUND / PROPOSAL:

In October 2019, the Mackenzie Ski Hill Society requested a letter of support, including the County’s funding commitment for their Community Facility Enhancement Program Grant in order to continue development of the ski hill.

Council was presented with the following estimated cost for assistance:

	Estimated Cost
Provision of survey to delineate the property boundaries	\$12,000.00
Review and recommendation of surface water	\$5,000.00
Supply and application of surfacing gravel	\$150,000.00
Supply of culvert materials (including bridge)	\$95,000.00
Installation of culverts that exceed 600 mm in diameter or where the twinning of any 600 mm culvert or greater is required	\$35,000.00
	<b>\$297,000.00</b>
Contingency (10%)	\$29,700.00
<b>Endeavour to Assist – Total Cost</b>	<b>\$326,700.00</b>

With the information presented, the following motion was made for funding through the 2020 Capital Budget, Endeavour to Assist:

**MOTION 19-10-547**      **MOVED** by Councillor Jorgensen  
Requires 2/3

That the letter of support provided to the Mackenzie Ski Hill Society for their Community Facility Enhancement Program Grant for continued ski hill development with a municipal in-kind funding contribution of \$326,700.00 be approved for funding.

**CARRIED**

Author: S Wheeler      Reviewed by: D Fehr      CAO: \_\_\_\_\_

Since this motion was made, Administration received a Preliminary Engineering Report concerning the Ski Hill. Please see attached page 9 of the report titled Executive Summary. Correction to summary – Mackenzie County does not currently own a bridge for this location.

To legally cross the creek, notification must be made to the Department of Fisheries and Oceans (DFO). This requires engineering that was not identified in the previous cost estimate.

**OPTIONS & BENEFITS:**

See attached Executive Summary from WSP.

**COSTS & SOURCE OF FUNDING:**

**SUSTAINABILITY PLAN:**

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

**COMMUNICATION / PUBLIC PARTICIPATION:**

**POLICY REFERENCES:**

PW039 Rural Road Access Construction and Surface Water Management

**RECOMMENDED ACTION:**

Simple Majority       Requires 2/3       Requires Unanimous

For discussion.

**Author:** S Wheeler      **Reviewed by:** D Fehr      **CAO:** \_\_\_\_\_



# EXECUTIVE SUMMARY

Mackenzie County retained WSP to provide engineering services for the preliminary design of a new crossing on a new road located at the south end of Range Road 181, in the Blue Hills area. The crossing is located in NE 36-103-15-W5M. The scope of work for the crossing included a preliminary engineering phase, environmental investigation and environmental permitting from the Department of Fisheries and Oceans (DFO) permit and Alberta Environment and Parks (AEP) Water Act Code of Practice (COP) Notification.

We have investigated several structure options including an oilfield type bridge structure, single steel culvert, twin steel culverts, precast concrete box culvert and an open bottom arch culvert. The costs for each option, along with Net Present Value is provided in the table below:

OPTION	STRUCTURE	COST	TOTAL CONCEPTUAL COST	NET PRESENT VALUE
Bridge	Steel Girder Oilfield Bridge, 18.29 m long Steel H-pile Substructure	\$600,000	\$680,000	\$630,000
Single Steel Culvert	2700 mm dia. CSP	\$180,000	\$220,000	\$200,000
Twin Steel Culverts	2 x 2200 mm dia. CSP	\$200,000	\$240,000	\$220,000
Precast Box Concrete Culvert	2438 x 3058 mm dia. Box	\$390,000	\$450,000	\$410,000
Open Bottom Arch Culvert	2210 x 4270 mm dia. Arch	\$500,000	\$580,000	\$520,000

The bridge option is the preferred option in terms of drift passage, freeboard, and construction simplicity, and environmental permitting perspective. There is also a benefit as the County has the bridge already. Geotechnical input may be required pending substructure design considerations such as steel h-piles or spread footing substructure considerations.

The bridge option assumes a steel h-pile substructure is required. A temporary spread footing substructure was used for Bridge File 81125 in Mackenzie County in circa 2014. The cost for this option was approximately \$230,000 (using Contactor forces, not including cost of oilfield bridge structure). For a similar option at this site, geotechnical input would be required, and the bridge would need to be raised as a minimum. In the cost estimate and net present value analysis, we assumed a steel h-pile structure would be used, which is preferred from a hydrotechnical and structural perspective. For a spread footing option (pending geotechnical recommendations), the overall cost may be similar to the culverts, but with a longer anticipated structure life, and therefore a lower NPV. If the County would like to proceed with the recommended h-pile substructure design, there may be optimization possible to simplify typical h-pile installation requirements in the design phase after receiving input from both geotechnical and structural engineers.

The recommended next steps include a detailed design phase, environmental permitting, construction supervision and post construction reporting.

For environmental permitting, the final fisheries habitat assessment report required. This can be completed after the County determines the structure to be installed and the estimated project footprint is known. Since the original proposal for this project was written (January 2019), the DFO legislation changed in August 2019. Historically, for a single span bridge option, a biologist self-review process would be used in place of a Request for Review submission to DFO. This process is no longer applicable with the change in legislation. The fisheries habitat assessment and drawings are required to submit a DFO Request for Review. The AEP COP Notification can be sent 14 days before construction takes place.

