

**MACKENZIE COUNTY
REGULAR COUNCIL MEETING**

**Tuesday, March 10, 2009
10:00 a.m.**

**Council Chambers
Fort Vermilion, Alberta**

AGENDA

			Page
CALL TO ORDER:	1.	✓a) Call to Order	
AGENDA:	2.	✓a) Adoption of Agenda	
ADOPTION OF PREVIOUS MINUTES:	3.	✓a) Minutes of the February 25, 2009 Regular Council Meeting	9
BUSINESS ARISING OUT OF THE MINUTES:	4.	✓a) Regional Service Sharing Agreement Between Mackenzie County and the Town of High Level	
		b)	
DELEGATIONS:	5.	a) RCMP – 1:10 p.m.	27
		b)	
GENERAL REPORTS:	6.	✓a) Agricultural Service Board Meeting Minutes – January 19, 2009	41
		✓b) Mackenzie Housing Management Board Meeting Minutes – January 26, 2009	47
		✓c) Parks and Recreation Committee Meeting Minutes – January 29, 2009	55
		✓d) Municipal Planning Commission Meeting Minutes – February 9, 2009	63
PUBLIC HEARINGS:		Public hearings scheduled for 1:00 p.m.	
	7.	✓a) Bylaw 701/09 Land Use Bylaw Amendment to	71

Vary Minimum Hamlet Country Residential Lot
 Sizes of SE 10-106-15-W5M (La Crete)

Bylaw 702/09 Land Use Bylaw Amendment to Rezone Part of NE 17-106-15-W5M, Plan 012 1021, Block 1, Lot 1 and Plan 042 0507, Block 1, Lots 3 through 9 from Rural Country Residential District 2 "RC2" to Rural Country Residential District 1 "RC1" (La Crete Rural) 81

TENDERS:

8. a) None

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g) Build Canada Fund

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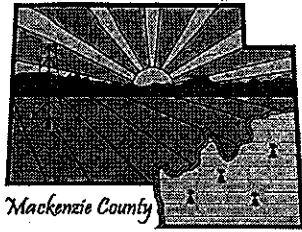
d)

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IN CAMERA SESSION:	14.	a)	Personnel	
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		e)	CO ₂ EOR Negotiations	
		f)	AUPE Negotiations	
		g)	Doctor Recruitment & Retention	
		h)	Municipal Accreditation - Contract	
		i)		
		j)		
NEXT MEETING DATE:	15.	a)	Regular Council Meeting Thursday, March 26, 2009 4:00 p.m. Council Chambers, Fort Vermilion, AB	
ADJOURNMENT:	16.	a)	Adjournment	



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 10, 2009
Presented By:	William Kostiw, Chief Administrative Officer
Title:	Minutes of the February 25, 2009 Regular Council Meeting

BACKGROUND / PROPOSAL:

Minutes of the February 25, 2009 Regular Council meeting are attached.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

RECOMMENDED ACTION:

That the minutes of the February 25, 2009 Regular Council meeting be adopted as presented.

Author: C. Gabriel Review by: _____ CAO 

**MACKENZIE COUNTY
REGULAR COUNCIL MEETING**

**Wednesday, February 25, 2009
4:00 p.m.**

**Council Chambers
Fort Vermilion, Alberta**

PRESENT: Walter Sarapuk Councillor (Chair)
Dicky Driedger Councillor
John W. Driedger Councillor
Ed Froese Councillor
Bill Neufeld Councillor
Ray Toews Councillor
Lisa Wardley Councillor
Stuart Watson Councillor

ABSENT: Greg Newman Reeve
Peter Braun Deputy Reeve

ADMINISTRATION: William (Bill) Kostiw Chief Administrative Officer
Joulia Whittleton Director of Corporate Services
Ryan Becker Director of Planning & Emergency Services
John Klassen Director of Operations (South)
Dave Crichton Director of Operations (North)
Carol Gabriel Executive Assistant

ALSO PRESENT: Susan McNeil, The Echo

Minutes of the Regular Council meeting for Mackenzie County held on February 25, 2009 at the Council Chambers in Fort Vermilion, Alberta.

CALL TO ORDER: 1. a) Call to Order

William Kostiw called the meeting to order at 4:00 p.m.

Councillor Neufeld nominated Councillor Sarapuk to chair the meeting. Councillor Froese moved that nominations cease. Councillor Sarapuk took over the chair of the meeting.

AGENDA: 2. a) Adoption of Agenda

MOTION 09-02-121 MOVED by Councillor J. Driedger

That the agenda be adopted with the addition of:

- 10. g) Northeast Community Adult Learning Council – Request for Support
- 10. h) Grants
- 11. b) Airports
- 11. c) Rural Waterline
- 11. d) Community Development Fund
- 14. f) CO₂ EOR Negotiations
- 14. g) Expropriation of Municipal Lands Owing on (NW 9-106-15-W5M)
- 14. h) Economy Enhancement Projects
- 14. i) Forestry

CARRIED

**ADOPTION OF
PREVIOUS MINUTES:**

- 3. a) **Minutes of the February 10, 2009 Regular Council Meeting**

MOTION 09-02-122

MOVED by Councillor Wardley

That the minutes of the February 10, 2009 Regular Council meeting be adopted as presented.

CARRIED

**BUSINESS ARISING
OUT OF THE MINUTES:**

- 4. a) **None**

DELEGATIONS:

- 5. a) **None**

PUBLIC HEARINGS:

- 7. a) **Bylaw 692/08 Land Use Bylaw Amendment to Rezone Plan 922 0928; Block 6; Lot 39 from Hamlet Commercial District 1 (HC1) to Direct Control District 2 (DC2) (Fort Vermilion)**

Councillor Toews declared himself in conflict and left the meeting at 4:03 p.m.

Councillor Sarapuk called the public hearing for Bylaw 692/08 to order at 4:04 p.m.

Councillor Sarapuk asked if the public hearing for proposed Bylaw 692/08 was properly advertised. Ryan Becker, Director of Planning & Emergency Services, answered that the bylaw was advertised in accordance with the Municipal Government Act.

Councillor Sarapuk asked the Development Authority to outline the proposed land use bylaw amendment. Ryan Becker, Director of Planning & Emergency Services, presented the Development Authority's submission and indicated that first reading was given on January 28, 2009.

Councillor Sarapuk asked if Council has any questions of the proposed land use bylaw amendment. Councillor D. Driedger commented that he felt it was a double standard between communities. Councillor Wardley commented that she was in favor as long as it stays as its initial purpose and not turn into a liquor store. Councillor Neufeld commented on the fact that the Learning Store is an educational facility and that the Land Use Bylaw states that this type of business shall not be located within 500 feet of an education institution.

Councillor Sarapuk asked if any submissions were received in regards to proposed Bylaw 692/08. No submissions were received.

Councillor Sarapuk asked if there was anyone present who would like to speak in regards to the proposed Bylaw 692/08. Al Hoggan, proprietor of the Trapper Shack, spoke in support of the bylaw. He stated that his intent is not to have a bar but to serve liquor with a meal as specified in his liquor license. He also noted that there is currently a bar 200 meters from the Learning Store.

Councillor Sarapuk closed the public hearing for Bylaw 692/08 at 4:10 p.m.

MOTION 09-02-123

MOVED by Councillor Wardley

That second reading be given to Bylaw 692/08 being a Land Use Bylaw Amendment to rezone Plan 992 0928, Block 6, Lot 39, from Hamlet Commercial District 1 "HC1" to Direct Control District 2 "DC2" to accommodate liquor sales in an established restaurant.

CARRIED

MOTION 09-02-124

MOVED by Councillor Watson

That third reading be given to Bylaw 692/08 being a Land Use Bylaw Amendment to rezone Plan 992 0928, Block 6, Lot 39, from Hamlet Commercial District 1 "HC1" to Direct Control District 2 "DC2" to accommodate liquor sales in an established restaurant.

CARRIED

Councillor Toews rejoined the meeting at 4:14 p.m.

7. b) Bylaw 695/08 Land Use Bylaw Amendment for the Cancellation of Plan 4978KS, Lot LH and Plan 4974KS, Lot LG for the Purpose of Consolidation (Fort Vermilion)

Councillor Sarapuk called the public hearing for Bylaw 695/08 to order at 4:14 p.m.

Councillor Sarapuk asked if the public hearing for proposed Bylaw 695/08 was properly advertised. Ryan Becker, Director of Planning & Emergency Services, answered that the bylaw was advertised in accordance with the Municipal Government Act.

Councillor Sarapuk asked the Development Authority to outline the proposed land use bylaw amendment. Ryan Becker, Director of Planning & Emergency Services, presented the Development Authority's submission and indicated that first reading was given on January 28, 2009.

Councillor Sarapuk asked if Council has any questions of the proposed land use bylaw amendment. There were no questions.

Councillor Sarapuk asked if any submissions were received in regards to proposed Bylaw 695/08. No submissions were received.

Councillor Sarapuk asked if there was anyone present who would like to speak in regards to the proposed Bylaw 695/08. No one was present to speak to the bylaw.

Councillor Sarapuk closed the public hearing for Bylaw 695/08 at 4:17 p.m.

MOTION 09-02-125

MOVED by Councillor Watson

That second reading be given to Bylaw 695/08 being a Land Use Bylaw Amendment for the cancellation of Plan 4978KS, Lot H and Plan 4974KS, Lot G for the purpose of consolidation.

CARRIED

MOTION 09-02-126

MOVED by Councillor Toews

That third reading be given to Bylaw 695/08 being a Land Use Bylaw Amendment for the cancellation of Plan 4978KS, Lot H and Plan 4974KS, Lot G for the purpose of consolidation.

CARRIED

7. c) Bylaw 698/09 Land Use Bylaw Amendment to Rezone Plan 042 0507, Block 1, Lot 2 from Rural Country Residential District 2 (RC2) to Public/Institutional District (HP) (La Crete Rural)

Councillor Sarapuk called the public hearing for Bylaw 698/09 to order at 4:18 p.m.

Councillor Sarapuk asked if the public hearing for proposed Bylaw 698/09 was properly advertised. Ryan Becker, Director of Planning & Emergency Services, answered that the bylaw was advertised in accordance with the Municipal Government Act.

Councillor Sarapuk asked the Development Authority to outline the proposed land use bylaw amendment. Ryan Becker, Director of Planning & Emergency Services, presented the Development Authority's submission and indicated that first reading was given on January 26, 2009.

Councillor Sarapuk asked if Council has any questions of the proposed land use bylaw amendment. There were no questions.

Councillor Sarapuk asked if any submissions were received in regards to proposed Bylaw 698/09. One submission was received indicating a concern regarding dust control.

Councillor Sarapuk asked if there was anyone present who would like to speak in regards to the proposed Bylaw 698/09. No one was present to speak to the bylaw.

Councillor Sarapuk closed the public hearing for Bylaw 698/09 at 4:21 p.m.

MOTION 09-02-127

MOVED by Councillor Neufeld

That second reading be given to Bylaw 698/09 being a Land Use Bylaw Amendment to rezone Plan 042 0507, Block 1, Lot 2 from Rural Country Residential District 2 "RC2" to Public/Institutional District "HP".

CARRIED

MOTION 09-02-128

MOVED by Councillor J. Driedger

That third reading be given to Bylaw 698/09 being a Land Use Bylaw Amendment to rezone Plan 042 0507, Block 1, Lot 2 from Rural Country Residential District 2 "RC2" to Public/Institutional District "HP".

CARRIED

- 7. d) Bylaw 699/09 Land Use Bylaw Amendment to Rezone Part of SW 15-106-15-W5M (C. of T. 062 018 224) from Hamlet Commercial District 2 (HC2) to Hamlet Residential – Commercial Transitional District (HRCT) (La Crete)**

Councillor Sarapuk called the public hearing for Bylaw 699/09 to order at 4:22 p.m.

Councillor Sarapuk asked if the public hearing for proposed Bylaw 699/09 was properly advertised. Ryan Becker, Director of Planning & Emergency Services, answered that the bylaw was advertised in accordance with the Municipal Government Act.

Councillor Sarapuk asked the Development Authority to outline the proposed land use bylaw amendment. Ryan Becker, Director of Planning & Emergency Services, presented the Development Authority's submission and indicated that first reading was given on January 28, 2009.

Councillor Sarapuk asked if Council has any questions of the proposed land use bylaw amendment. There were no questions.

Councillor Sarapuk asked if any submissions were received in regards to proposed Bylaw 699/09. No submissions were received.

Councillor Sarapuk asked if there was anyone present who would like to speak in regards to the proposed Bylaw 699/09. No one was present to speak to the bylaw.

Councillor Sarapuk closed the public hearing for Bylaw 699/09 at 4:24 p.m.

MOTION 09-02-129

MOVED by Councillor Toews

That second reading be given to Bylaw 699/09 being a Land Use Bylaw Amendment to rezone Part of SW 15-106-15-W5M (C. of T. 062 018 224) from Hamlet Commercial District 2 "HC2" to Hamlet Residential-Commercial District "HRCT".

CARRIED

MOTION 09-02-130

MOVED by Councillor J. Driedger

That third reading be given to Bylaw 699/09 being a Land Use Bylaw Amendment to rezone Part of SW 15-106-15-W5M (C. of T. 062 018 224) from Hamlet Commercial District 2 "HC2" to Hamlet Residential-Commercial District "HRCT".

CARRIED

GENERAL REPORTS:

6. a) **Parks & Recreation Committee Meeting Minutes – November 26, 2008**

MOTION 09-02-131

MOVED by Councillor Wardley

That the Parks and Recreation Committee meeting minutes of November 26, 2008 be received for information.

CARRIED

6. b) **Municipal Planning Commission Meeting Minutes – January 28, 2009**

MOTION 09-02-132

MOVED by Councillor Froese

That the Municipal Planning Commission meeting minutes of January 28, 2009 be received for information.

CARRIED

TENDERS:

8. a) **None**

**COUNCIL COMMITTEE,
CAO AND DIRECTORS
REPORTS:**

9. a) **None**

**CORPORATE
SERVICES:**

10. a) **Building Canada Fund**

MOTION 09-02-133
Requires 2/3

MOVED by Councillor Wardley

That the 2009 capital budget amendment for the La Crete 100th Avenue and 102nd Street Improvement project be tabled to the March 26, 2009 council meeting.

CARRIED

MOTION 09-02-134

MOVED by Councillor Toews

That Mackenzie County submit an application under the Building Canada Fund Program for the Fort Vermilion River Road Reconstruction project

CARRIED UNANIMOUSLY

MOTION 09-02-135

MOVED by Councillor Wardley

That Mackenzie County submit an application under the Building Canada Fund program for the library component of the Zama Multi-Use Corner Store Community Facility project.

CARRIED UNANIMOUSLY

10. b) Mackenzie Housing Management Board – Request for Funding

MOTION 09-02-136

MOVED by Councillor Neufeld

That the first quarter payment of the total 2009 senior lodge requisition in the amount of \$142,053 be issued to the Mackenzie Housing Management Board.

CARRIED

10. c) Town of High Level – Request for Letter of Support

MOTION 09-02-137

MOVED by Councillor Watson

That Mackenzie County send a letter of support to the Town of High Level for their application to the Rural Community Adaptation Grant.

CARRIED

10. d) La Crete Swimming Pool

MOTION 09-02-138

MOVED by Councillor Froese

That the La Crete swimming pool be received for information.

CARRIED

10. e) April 22, 2009 Regular Council Meeting

MOTION 09-02-139

MOVED by Councillor Wardley

That the April 22, 2009 Regular Council meeting be changed to April 20, 2009 at 4:00 p.m. in Fort Vermilion.

CARRIED

10. f) Subdivision & Development Appeal Board Workshops

MOTION 09-02-140

MOVED by Councillor Wardley

That the Subdivision & Development Appeal Board members be authorized to attend one of the SDAB workshops hosted by Municipal Affairs in Peace River, Slave Lake, or Edmonton.

CARRIED

**10. g) Northeast Community Adult Learning Council –
Request for Support (ADDITION)**

MOTION 09-02-141

MOVED by Councillor Toews

That the County send a letter of support to the Northeast Community Adult Learning Council for their Family Literacy Initiative Grant Proposal and advise them to submit an application including a budget to the County for the Grants to Non-Profit Organizations.

CARRIED

10. h) Grants (ADDITION)

MOTION 09-02-142

MOVED by Councillor D. Driedger

That administration be instructed to look into possible County initiatives under the Rural Community Adaptation Grant.

CARRIED

Councillor Sarapuk recessed the meeting at 4:52 p.m. and reconvened the meeting at 5:03 p.m.

**OPERATIONAL
SERVICES:**

11. a) Hutch Lake Recreational Lease

MOTION 09-02-143

MOVED by Councillor J. Driedger

That administration pursues a recreational lease with Sustainable Resource Development (SRD) for Hutch Lake as a campground and day use area.

CARRIED

11. b) Airports (ADDITION)

MOTION 09-02-144

MOVED by Councillor Neufeld

That the airport development group be invited to make a presentation at one of the council meetings in March.

CARRIED

11. c) Rural Waterline (ADDITION)

MOTION 09-02-145

MOVED by Councillor Wardley

That the rural waterline discussion be received for information and that administration set up a meeting with the Rural Water Committee.

CARRIED

11. d) Community Development Fund (ADDITION)

MOTION 09-02-146

MOVED by Councillor J. Driedger

That the Community Development Fund discussion be received for information.

CARRIED

**PLANNING,
EMERGENCY AND
ENFORCEMENT
SERVICES:**

**12. a) Bylaw 705/09 Land Use Bylaw Amendment to Vary
Minimum Hamlet Country Residential Lot Size for Plan
052 2048, Block 4, Lot 3 (Lake Side Estates) (La Crete)**

MOTION 09-02-147

MOVED by Councillor Neufeld

That first reading be given to Bylaw 705/09 being a Land Use Bylaw amendment to grant a variance of the minimum lot size for Plan 052 2048, Block 4, Lot 3 in order to subdivide the parcel into two lots, each being approximately 1.43 acres in size.

CARRIED

12. b) Bylaw 706/09 Land Use Bylaw Amendment to Rezone Multiple Properties (La Crete)

MOTION 09-02-148

MOVED by Councillor Wardley

That first reading be given to Bylaw 706/09 being a Land Use Bylaw amendment to rezone:

Plan 5232TR, Block 6, Lot 3 (being title number: 002 249 015 and 072 366 443), Plan 942 0787, Block 6, Lot 7, Plan 942 3391, Block 6, Lot 5, Plan 942 0787, Block 6, Lot 6, Plan 942 0787, Block 6, Lot 5, Plan 2504TR, Block 7, Lot 5, Plan 2504TR, Block 7, Lot 8, Plan 3969TR, Block 4, Lot 2, Plan 2504TR, Block 7, Lot 4, Plan 2504TR, Block 7, Lot 3, Plan 3969TR, Block 4, Lot 3, Plan 2504TR, Block 7, Lot 7, Plan 3969TR, Block 4, Lot 6, Plan 3939TR, Block 4, Lot 4, Plan 2504TR, Block 7, Lot 6, Plan 3969TR, Block 4, Lot 7, Plan 3969TR, Block 4, Lot 5, Plan 1160NY, Block 1, Lot 2 (being title number: 022 234 423 and 062 523 892), Plan 962 4008, Block 5, Lot 35, Plan 782 0147, Block 1, Lot 18, Plan 1878TR, Lot B, Plan 782 0147, Block 15, Lot 14, Plan 782 0147, Block 1, Lot 36, Plan 782 0147, Block 1, Lot 37, Plan 872 1101, Lot C, Plan 782 0147, Block 15, Lot 1, Plan 782 0147, Block 15, Lot 13, Part of NE 4-106-15-W5M, and Plan 782 0147, Block 15, Lot 2 from Hamlet Residential-Commercial Transitional District "HRCT" to Hamlet Residential District 1 "HR1", and Plan 922 3712, Block 1, Lot 1, Plan 982 6116, Lot 2 from Hamlet Residential-Commercial District "HRCT" to Urban Reserve District "UR".

CARRIED

**INFORMATION/
CORRESPONDENCE:**

13. a) Information/Correspondence

MOTION 09-02-149

MOVED by Councillor D. Driedger

That Councillor Neufeld, Councillor J. Driedger, and Councillor D.

Driedger be authorized to attend the meeting hosted by MP Chris Warkentin on March 7, 2009 in Grande Prairie.

CARRIED

MOTION 09-02-150

MOVED by Councillor Neufeld

That all Councillors be authorized to attend the meeting with Alberta Health Services on March 2, 2009 in Fort Vermilion.

CARRIED

MOTION 09-02-151

MOVED by Councillor Wardley

That the County Library Board members be authorized to attend the High Level Municipal Library open house on March 7, 2009.

CARRIED

MOTION 09-02-152

MOVED by Councillor Neufeld

That all Councillors be authorized to attend the Reynolds Mirth Richards & Farmer LLP municipal law seminar.

CARRIED

MOTION 09-02-153

MOVED by Councillor Watson

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

CARRIED

IN CAMERA SESSION:

MOTION 09-02-154

MOVED by Councillor Froese

That the Council move in-camera to discuss issues under the Freedom of Information and Protection of Privacy Regulations 18 (1) at 5:48 p.m.

- 14. a) Personnel
- 14. b) Special Projects
- 14. c) Legal
- 14. d) Inter-municipal Relations
- 14. e) Airports
- 14. f) CO₂ EOR Negotiations (ADDITION)
- 14. g) Expropriation of Municipal Reserve Lands

- Owing on (NW 9-106-15-W5M) (ADDITION)
14. h) Economy Enhancement Projects (ADDITION)
14. i) Forestry (ADDITION)

CARRIED

MOTION 09-02-155

MOVED by Councillor Watson

That Council move out of camera at 7:16 p.m.

CARRIED

14. a) Personnel

MOTION 09-02-156

MOVED by Councillor Toews

That the personnel update be received for information.

CARRIED

14. b) Special Projects

14. f) CO₂ EOR Negotiations (ADDITION)

MOTION 09-02-157

MOVED by Councillor Wardley

That the County continue to lobby the province for a more positive response in regards to the CO₂ EOR negotiations.

CARRIED

14. c) Legal

MOTION 09-02-158

MOVED by Councillor Neufeld

That the legal update be received for information.

CARRIED

14. d) Inter-municipal Relations

MOTION 09-02-159

MOVED by Councillor J. Driedger

That the inter-municipal relations update be received for information.

CARRIED

14. e) Airports

MOTION 09-02-160

MOVED by Councillor Toews

That a committee comprised of Councillor Neufeld, Councillor J. Driedger, and Councillor Toews meet with interested parties to negotiate with the proposed airport development group.

CARRIED

14. i) Forestry (ADDITION)

MOTION 09-02-161

MOVED by Councillor Watson

That the Reeve and Chief Administrative Officer meet with Tolko.

CARRIED

**14. g) Expropriation of Municipal Reserve Lands Owing on
(NW 9-106-15-W5M) (ADDITION)**

MOTION 09-02-162

MOVED by Councillor Froese

That administration bring forward a bylaw to update the Area Structure Plan for La Crete.

CARRIED

14. h) Economy Enhancement Projects (ADDITION)

MOTION 09-02-163

MOVED by Councillor D. Driedger

That administration set up a meeting in regards to economy enhancement projects.

CARRIED

NEXT MEETING DATE:

15. a) Regular Council Meeting

Regular Council Meeting
Tuesday, March 10, 2009
10:00 a.m.
Council Chambers, Fort Vermilion, AB

ADJOURNMENT:

16. a) Adjournment

MOTION 09-02-164

MOVED by Councillor J. Driedger

That the council meeting be adjourned at 7:32 p.m.

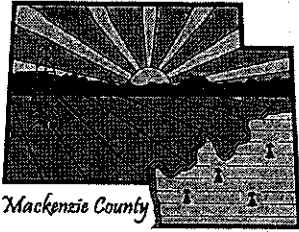
CARRIED

These minutes will be presented to Council for approval on March 10, 2009.

Greg Newman
Reeve

William Kostiw
Chief Administrative Officer

DRAFT



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 10, 2009
Presented By:	William Kostiw, Chief Administrative Officer
Title:	Regional Service Sharing Agreement Between Mackenzie County and the Town of High Level

BACKGROUND / PROPOSAL:

The County and the Town have determined there is a mutual benefit to our ratepayers to share services provided by the Town.

OPTIONS & BENEFITS:

This agreement provides equitable services to the County ratepayers and eliminates duplication.

COSTS & SOURCE OF FUNDING:

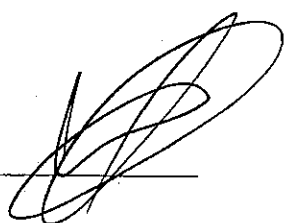
The estimated annual cost will be in the range of \$500,000 to \$800,000 and will come from the general operating funds as budgeted annually.

RECOMMENDED ACTION:

That Council approve the Regional Service Sharing Agreement between Mackenzie County and the Town of High Level and authorize the Reeve and the Chief Administrative Officer to sign this agreement as presented.

Author: W. Kostiw

Reviewed By: Negotiating
Committee

CAO 

March 6, 2009

DRAFT FOR DISCUSSION PURPOSES ONLY SOLICITOR CLIENT PRIVILEGED

THIS REGIONAL SERVICE SHARING AGREEMENT

MADE EFFECTIVE THE ___ST DAY OF _____, 2008

BETWEEN:

THE TOWN OF HIGH LEVEL,
a Municipal Corporation,
in the Province of Alberta,
("the Town")

- and -

MACKENZIE COUNTY
a Municipal Corporation,
in the Province of Alberta,
("the County")

RECITALS

WHEREAS

- The Town and the County recognize that intermunicipal cooperation will benefit the citizens of both municipalities and the region as a whole;
- The Town and the County wish to share certain services to the mutual benefit of both municipalities;
- The Town and the County recognize that ongoing sustainable development and economic growth may be facilitated by the sharing of services;
- The Town and the County agree that duplicate services do not benefit either municipality;
- The Town has sufficient current capacity in its water plant to provide municipal residential water services to certain residents of the County;
- The Town operates a Volunteer Fire Service and is prepared to make the services available to the Fire Service Area under certain terms and condition;
- The County wishes to have the Town supply fire services more specifically defined by this Agreement to the Fire Service Area;
- The Town and the County agree to enter a comprehensive Intermunicipal Development Plan to achieve orderly land use growth to the benefit of both municipalities;

March 6, 2009

DRAFT FOR DISCUSSION PURPOSES ONLY

SOLICITOR CLIENT PRIVILEGED

- The Town owns and operates water treatment facilities and pipelines and provides potable water to Town Residents;
- The County wishes to have the Town supply potable water to County Residents in the Service Area;
- The Town is agreeable to provide potable water on the conditions set out in this agreement;

THE PARTIES AGREE AS FOLLOWS

ARTICLE 1 DEFINITIONS AND INTERPRETATION

Definitions

1.1. In this Agreement:

- a. "Act" means the *Municipal Government Act*, R.S.A., 2000, c.M-26;
- b. "Airport Capital Expenditure" means any amounts budgeted by the Town for construction, maintenance or repairs to the Airport terminal building, the runway, the taxiway, the apron, water and sewer infrastructure that connects to the municipal infrastructure, new and existing buildings needed for operations and maintenance of the Airport Property;
- c. "Airport Property" means that parcel of land legally described as:

Plan 6018 NY

Located on Plan 6018 NY containing 255.42 acres more or less.

Excepting those portions of Block One (1) of Lot Two (2) lying to the south and west of a line drawn southeasterly from the southeasterly corner and Lot Three (3) to a point on the southeasterly boundary of Lot Two (2) distant five hundred (500) feet northeasterly measured along the said boundary from the most southerly corner of the said Lot Two (2).

Excepting all of Block Two (2) of Lot Two (2) and all of Block Three (3) of Lot Two (2).

Located in 8 -111-19-W5M

E ½ 5-111-19-W5M

W ½ 4-111-19-W5M

Lat 58° 37' 17" North, Long 117° 09' 53" West

and more particularly described in Title 772 249 839

- d. "Airport" means the Town of High Level Airport;

- e. "Ambulance Services" means the provision of life support, pre-hospital care and transportation to a receiving facility by ambulance;
- f. "Annexation Area" means that area of land proposed for annexation to the Town described in article 4 and Schedule "D";
- g. "Assessment" has the meaning attributed to it in section 284(1) of the Act;
- h. "Capital" means tangible capital assets as defined in the CICA Public Sector Accounting Board handbook, Section 3150;
- i. "Capital Expenditures" means tangible capital assets as defined in the CICA Public Sector Accounting Board handbook, Section 3150;
- j. "Chief Administrative Officer" has the meaning attributed to it in section 1(1) of the Act;
- k. "Chief Elected Official" has the meaning attributed to it in section 1(1) of the Act;
- l. "Confidential Information" means has the meaning attributed to it in article 15.2;
- m. "County" includes Mackenzie County, all County officers, employees, agents, servants, and authorized contractors; or the area within the boundaries of the County, as the context requires, but does not include the Towns or Villages which are located within the boundaries of the County;
- n. "County Recreational Facilities" means the arenas, County-run campgrounds, ball diamonds, playgrounds and parks located within the County;
- o. "County Recreational Services" means the recreation programs offered by the County as it, in its sole discretion, may make available from time to time;
- p. "County Resident" means any person whose normal place of residence is within the Country;
- q. "Development Authority" has the meaning attributed to it in section 616 of the Act;
- r. "Emergency" means a sudden unexpected happening or unexpected occasion for action; events or unexpected occasions requiring trained firefighters to use their skill and judgment in the application of firefighting and rescue equipment and techniques to manage or properly extinguish fires and to provide emergency rescue services;
- s. "Executive Committee" – means a committee comprising of the County's Reeve and CAO and the Town's Mayor and CAO;
- t. "Farm land" has the meaning attributed to it in the Tax Regulations;
- u. "Fire and Rescue Capital Equipment" means vehicles and equipment required to provide fire and rescue services and improvements or

- expansion to the existing Town fire hall and means tangible capital assets as defined in the CICA Public Sector Accounting Board handbook, Section 3150;
- v. "Fire Call" means each occasion on which the Town responds to a request within the Fire Service Area to provide Emergency, Fire Suppression or Rescue services;
 - w. "Fire Consumables" includes those items used by the Town in responding to a Fire Call in the Fire Service Area, including but not limited to foam, HazMat pads, fuel and the replacement of any items used in fire fighting which were damaged or destroyed by the fire;
 - x. "Fire Fighter" means a person employed or otherwise retained by the Town to provide or facilitate the provision of Emergency, Fire Suppression or Rescue services on behalf of the Town and includes a person performing the duties of a fire operator on a volunteer basis;
 - y. "Fire Service Area" has the meaning attributed thereto in article 3.2;
 - z. "Fire Suppression" means the attendance at a fire or dangerous goods incident located in the Service Area by the Town fire crew and equipment for the purpose of making a reasonable attempt to extinguish the fire;
 - aa. "High Level Resident" means any person whose normal place of residence is within the municipal boundaries of the Town;
 - bb. "Incident Report" means a written report setting out the particulars of a response to a request for assistance made within the Fire Service Area;
 - cc. "Inter-municipal Development Plan Area" is the area identified in Schedule "A";
 - dd. "Linear Property" has the meaning attributed to it in section 284(1) of the Act and in the Tax Regulations;
 - ee. "Machinery and Equipment" has the meaning attributed to it in the Tax Regulations;
 - ff. "Non-Residential Property" has the meaning attributed to it attributed to it in the Tax Regulations;
 - gg. "Party" means the Town or the County;
 - hh. "Property" has the meaning attributed to it in section 284(1) of the Act;
 - ii. "Provincial Water Agreement" means the agreement entered between the Town and Her Majesty the Queen in Right of the Province of Alberta as represented by the Minister of Public Works, Supply and Services on June 30, 1988 attached as Schedule "J";
 - jj. "Pumper" means a motorized vehicle designed to transport fire fighters to the scene of a fire and provide the necessary fire suppression equipment for extinguishment and equipped with a major pump, water tank, ground ladders and hose body;

- kk. "Renewal Term" is the term for which this Agreement is renewed in accordance with article 2.6;
- ll. "Rescue Service" means rescue extraction from motor vehicle accidents along Highways 35 and 58 in the Fire Service Area;
- mm. "Rescue Vehicle" means a vehicle to transport fire fighters and equipment for rescue purposes, typically motor vehicle accidents;
- nn. "Residential Property" has the meaning attributed to it attributed to it in the Tax Regulations;
- oo. "Substantial Breach" means an event in which the Town stops providing one or more of the services or the County is in arrears over 90 days;
- pp. "Service Area" has the meaning attributed thereto in article 3;
- qq. "Shared Payment Amount" means the amount paid by the County to the Town pursuant to article 11.1;
- rr. "Tanker Unit" means a vehicle to transport Fire Fighters and bulk water to a Fire Call or Emergency scene;
- ss. "Tax Regulations" means the regulations to the Act made in regard to the assessment and taxation and includes all of the Minister's Guidelines issued in regard to assessment and taxation including:
 - i. the "Alberta Farm Land Assessment Minister's Guidelines"; and
 - ii. the "Alberta Linear Property Assessment Minister's Guidelines";
 - iii. the "Alberta Machinery and Equipment Assessment Minister's Guidelines;"
- tt. "Term" has the meaning attributed thereto in article 2.1;
- uu. "Town Recreational Facilities" means the R.E. Walter Memorial Aquatic Center, High Level Sports Complex, and the ball diamonds, playgrounds and parks located within the Town or any future Town facility;
- vv. "Town Recreational Services" means the recreation programs offered by the Town as it, in its sole discretion, may make available from time to time;
- ww. "Town Water Infrastructure" means the water infrastructure identified in article 9.7 and Schedule "K";
- xx. "Town's Operating Costs" includes the Town's costs to provide or operate the Town Recreational Services, Family and Community Support Services, the Town Recreational Facilities, the Fire Department and the Airport;
- yy. "Town" includes all Town of High Level officers, employees, agents, servants, and authorized contractors or the area within the boundaries of the Town;
- zz. "Water Service" means the provision of potable water by the Town to the County within the Service Area as outlined in article 9;
- aaa. "Year" has the meaning attributed to it in section 284(1) of the Act;

Interpretation

1.2. Articles 1.2 through 1.11 apply to the interpretation of this Agreement.

Agreement not to be interpreted as fettering statutory duties

1.3. This Agreement is not to be interpreted as fettering any power granted to either Party by statute that the Party is required to exercise.

1.4. Both Parties warrant that they are authorized to enter into this Agreement and shall comply with the terms of this Agreement.

Headings

1.5. The captions and headings appearing in this Agreement are inserted merely to facilitate reference and shall have no bearing on the interpretation of its provisions.

Conflicts

1.6. If there is any conflict between the body of this Agreement and a Schedule forming part of this Agreement, the body of this Agreement shall govern over the Schedule.

Statute references

1.7. A reference to a statute or a regulation includes all amendments and substitutions made from time to time.

Inclusive terminology

1.8. "Including" and "includes" means "including without limitation" and "includes without limitation" respectively.

Number

1.9. Words in the singular include the plural and words in the plural include the singular, unless the context requires otherwise.

Gender

1.10. Words importing gender include both genders, and words importing persons include natural persons, firms, partnerships, corporations and other entities.

Contra Proferentum

March 6, 2009

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SOLICITOR CLIENT PRIVILEGED

1.11. The "contra proferentum" rule shall not apply to the interpretation of this Agreement.

Schedules

1.12. The following Schedules form part of this Agreement:

Schedule "A" – IDP Area

Schedule "B" – Service Area

Schedule "C" – Fire Service Area

Schedule "D" – Annexation Area

Schedule "H" – Emergency, Fire Suppression and Rescue Equipment owned by the Town as of date of this Agreement

Schedule "I" – High Level Airport

Schedule "J" – Provincial Water Agreement

Schedule "K" – Town Water Infrastructure

Schedule "L" – County Water Infrastructure

Schedule "M" – Dispute Resolution Provisions

Schedule "N" – Formal Review Process for the Regional Service Sharing Agreement

2.0 ARTICLE 2 TERM AND TERMINATION

Basic term

- 2.1. Subject to article 2.2, the term of this Agreement is from July 1, 2008 to December 31, 2020.

Early termination

- 2.2. This Agreement shall terminate before the Term if, on account of a Substantial Breach of the other Party, a Party terminates this Agreement in accordance with the terms of this Agreement.

Rights on Termination

- 2.3. If this Agreement terminates before the Term at the expiry of this Agreement, or by reason of a Substantial Breach by the County, the Town is not obligated to provide Water Service to the County.

Other rights on termination

- 2.4. No Party has any right to damages upon the expiry of the Term or Renewal Term of this Agreement.

Extension of Term

- 2.5. The Parties may extend this Agreement, or portion thereof, beyond the dates set out in article 2.1 by agreement in writing.

3.0 ARTICLE 3 AREA OF SERVICES

3.1. Subject to article 7, the Parties agree that the Service Area governed by this Agreement is the area in the 40 kilometer radius from the present intersection of Highways 35 and 58 West as identified in Schedule "C".

3.2. The Parties agree that the Fire Service Area includes the Service Area plus:

- a. the highway right-of-way of Highway 58 west of the Services Area to the Chinchaga River;
- b. the highway right-of-way of Highway 35 north of the Service Area to the border of the County with the Northwest Territory; and
- c. the highway right-of-way of Highway 35 south of the Service Area to the border of the County with the Paddle Prairie Metis Settlement,

as identified in Schedule "C"

3.3. Any call for Emergency or Fire Service outside the Fire Services Area shall be considered a mutual aid call and subject to the terms of the agreement between the Parties for mutual aid.

Changes in the boundaries of the Town

3.4. Unless otherwise expressly agreed in writing, the Service Area and the Fire Service Area shall not be expanded as a result of an annexation by the Town.

4.0 ARTICLE 4 ANNEXATION

- 4.1. The County agrees that it will consent to the Town annexing the area of land as shown on Schedule "D" (the "Annexation Area") and that it shall not seek, nor support any efforts to seek, to have any portion of the Annexation Area excluded from annexation to the Town.
- 4.2. The Parties agree that they will negotiate in good faith the specific terms of the annexation separate and apart from this Agreement.
- 4.3. The Parties agree that time is of the essence in completing the annexation agreement and will use their best efforts working diligently to complete an agreement regarding annexation as expeditiously as possible.
- 4.4. The Town agrees to assume all third party costs associated with the annexation.

5.0 ARTICLE 5 ACKNOWLEDGEMENTS AND EXCLUSIONS

Acknowledgements

5.1. The Parties acknowledge that:

- a. duplicate services do not benefit either the Town or the County;
- b. shared services provide a sustainable solution for the delivery of services to County Residents and Town Residents;
- c. the costs for the provision of shared services should be shared equitably between the Town and the County;
- d. a clear and concise Intermunicipal Development Plan benefits both the Town and the County by ensuring well planned areas for citizens, future economic growth and the planning of services to be provided to the area;
- e. working cooperatively benefits both Parties.

5.2. The Parties agree that this Agreement does not apply to Ambulance Services provided by the Town or the County and that each Party will remain responsible for the provision of Ambulance Services to their own residents.

5.3. The Parties shall provide all services governed by this Agreement in accordance with all applicable laws.

6.0 ARTICLE 6 FEES

6.1. All fees or charges charged to County Residents or Town Residents for:

- a. Town Recreation Services;
- b. Access to Town Recreation Facilities;
- c. County Recreation Services;
- d. Access to County Recreation Facilities;
- e. Airport Services
- f. Emergency,
- g. Fire Suppression; or
- h. Rescue Services

are exclusive of any taxes, including Goods and Services Taxes (G.S.T.) applicable to any fees or charges.

6.2. The Town's G.S.T. Registration Number is R108127093.

6.3. The County's G.S.T. Registration Number is R896736097.

6.4. All amounts payable by the County to the Town pursuant to this Agreement are inclusive of any G.S.T. payable.

6.5. Payments due under this Agreement are due and owing within thirty (30) days from the date of the invoice or notice of payment.

6.6. Interest shall accrue on any amounts unpaid after the thirty (30) days at the rate of prime plus 2% (two) per annum compounded annually.

7.0 ARTICLE 7 RECREATIONAL SERVICES

Access By County Residents

- 7.1. In recognition of the payments to be made by the County to the Town pursuant to this Agreement, during the Term and any Renewal Term, the Town shall permit County Residents to access Town Recreational Services and Town Recreational Facilities in the same frequency and in the same manner as if County Residents were Town Residents.
- 7.2. County Residents shall pay the same user fees, charges or levies which the Town charges Town Residents for access to Town Recreational Services and Town Recreational Facilities.
- 7.3. County Residents shall have access to the Town Recreational Services and Town Recreational Facilities on the same terms and conditions as for Town Residents and shall not have priority to the Town Recreational Services and Town Recreational Facilities.

Access by Town Residents

- 7.4. During the Term and any Renewal Term, the County shall permit Town Residents to access County Recreational Services and County Recreational Facilities in the same frequency and in the same manner as if Town Residents were County Residents.
- 7.5. Town Residents shall pay the same user fees or charges which the County charges County Residents for access to County Recreational Services and County Recreational Facilities.
- 7.6. Town Residents shall have access to the County Recreational Services and County Recreational Facilities on the same terms and conditions as for County Residents and shall not have priority to the County Recreational Services and County Recreational Facilities.
- 7.7. The Parties agree that:
 - a. nothing in this Agreement requires the Town to provide Town Recreational Services or Town Recreational Facilities to County Residents if such Town Recreational Services and Town Recreational Facilities are not provided to Town Residents;
 - b. access to Town Recreational Services and Town Recreational Facilities may be denied to both Town Residents and County Residents for periods as determined by the Town in its sole discretion for such purposes including but not limited to maintenance, repairs, statutory holidays; special events or staffing constraints;

- c. the Town shall be responsible for the ongoing evaluation, assessment and delivery of Town Recreational Services and the planning and development of new services in response to identified needs in the community;
- d. the Town shall be responsible for establishing the amount of any user fees or charges for Town Recreational Services or Town Recreational Facilities.

7.8. The Parties agree that:

- a. nothing in this Agreement requires the County to provide County Recreational Services or County Recreational Facilities to Town Residents if such County Recreational Services and County Recreational Facilities are not provided to County Residents;
- b. access to County Recreational Services and County Recreational Facilities may be denied to both County Residents and Town Residents for periods as determined by the County in its sole discretion for such purposes including but not limited to maintenance, repairs, statutory holidays; special events or staffing constraints;
- c. the County shall be responsible for the ongoing evaluation, assessment and delivery of County Recreational Services and the planning and development of new services in response to identified needs in the community;
- d. the County shall be responsible for establishing the amount of any user fees or charges for County Recreational Services or County Recreational Facilities.

Town Recreational Facilities Capital Expenditures

- 7.9. Subject to article 7.10, the County agrees to pay twenty percent (20%) of any Capital Expenditures required for Town Recreational Facilities during the Term or any renewal of this Agreement.
- 7.10. For the purposes of calculating the amount of any Capital Expenditure under this article, the Town shall first deduct the amount of any project specific grant received from another level of Government (the "Remainder Capital Expenditure"). The Town shall calculate the County's twenty percent (20%) share of the Remainder Capital Expenditure.
- 7.11. If the Town requires a Capital Expenditure for the replacement of Capital for which the County has paid its portion of a Capital Expenditure, the Town may sell the Capital being replaced.
- 7.12. If the Town sells the Capital,

- a. the Town shall pay the County twenty percent (20%) of the appraised value for the Capital that is being replaced; and
 - b. the County shall pay twenty percent (20%) of the Capital Expenditure for the replacement Capital pursuant to article 7.9.
- 7.13. The Town shall provide to the County:
- a. copies of the receipts for the sold Capital; and
 - b. documentation with respect to the appraised value of the Capital.
- 7.14. The Town shall notify the County in writing of the required Town Recreational Facilities proposed capital expenditure for a subsequent year by October 15 of a previous year.
- 7.15. The County shall notify the Town in writing by December 1st of the Town's notice indicating:
- a. the County's agreement to the proposed Town Recreational Facilities Capital Expenditure and its agreement to pay its portion of the Town Recreational Facilities Capital Expenditure pursuant to this article; or
 - b. the County's disagreement to the proposed Town Recreational Facilities Capital Expenditure and its disagreement to pay all or some portion of its portion of the Town Recreational Facilities Capital Expenditure pursuant to this article.
- 7.16. If the County does not notify the Town pursuant to Article 7.15 by December 1st, the Town may treat the lack of response by the County as the County's agreement.
- 7.17. The County agrees to pay its portion of the Town Recreational Facilities Capital Expenditure within 30 days from the date of receipt of an invoice from the Town.
- 7.18. Invoice
- a. The Town shall invoice the County using the actual costs of the Capital Expenditures when the amount of the Capital Expenditures is known.
 - b. The Town shall include
 - i. copies of all invoices paid by the Town for the Capital Expenditures with an invoice to the County; and
 - ii. all documentation with respect to the project specific grants received for the Capital Expenditures.
- 7.19. If the County does not agree to acquisition or to pay all or some portion of its portion of the Town Recreational Facilities Capital Expenditure, the matter shall

March 6, 2009

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be resolved in accordance with the dispute resolution provisions of this Agreement.

- 7.20. If the Town determines that there are emergency projects which require Capital Expenditures, it shall notify the County as soon as possible about the emergency project. The provisions of this Article with all necessary changes apply to the emergency projects.

8.0 ARTICLE 8 AIRPORT

- 8.1. The Airport is owned and operated by the Town and is on Airport Land.
- 8.2. The Town shall continue to operate and make all decision regarding the operation of the Airport in its sole discretion.
- 8.3. Subject to article 11, the County shall receive all property taxes derived from lands and buildings on the Airport property and grants in lieu received from any government or government department, authority or crown agent on any lands and buildings on the Airport property.
- 8.4. The County shall not have any claim or right to any revenue received from the operations of the Airport.
- 8.5. Pursuant to section 12 of the Act, the County consents to the Town:
- a. passing a bylaw for the governance of the Airport, including the issuance of parking tickets on Airport Property;
 - b. enforcing, including prosecution, of those tickets;
 - c. collecting and retaining any fines; and
 - d. towing any vehicles parked in contravention of the bylaw and
- agrees that any bylaw in respect of the above shall apply to the Airport.
- 8.6. In accordance with article 13, the County agrees that it will pass any necessary bylaws or bylaw amendments referred to in article 8.5, as they relate to the Airport and Airport Property.

County Residents' use of Airport

- 8.7. In recognition of the payments to be made by the County to the Town pursuant to this Agreement, during the Term and any Renewal Term, the Town shall permit County Residents to use the Airport as if County Residents were Town Residents.
- 8.8. County Residents:
- a. shall pay the same user fees, charges or levies which the Town charges Town Residents for access to the Airport; and
 - b. are subject to the same rules and regulations governing use of the Airport as apply to Town Residents.

- 8.9. The County and the Town acknowledge the Intermunicipal Planning Commission is the Subdivision Authority and Development Authority for the IDP Area, which includes the land around the Airport. The County and the Town agree to protect the land around the airport from land uses and developments that might interfere and conflict with the operation and future expansion of the Airport.
- 8.10. The Parties agree to work on an Airport Vicinity Protection Area Plan for the Airport area.

Airport Capital Expenditures

- 8.11. Subject to article 8.12, the County agrees to pay thirty percent (30%) of any Capital Expenditures required for the Airport during the Term or any renewal of this Agreement.
- 8.12. For the purposes of calculating the amount of any Capital Expenditure under this article, the Town shall first deduct the amount of any project specific grant received from another level of Government (the "Remainder Capital Expenditure"). The Town shall calculate the County's thirty percent (30%) share of the Remainder Capital Expenditure.
- 8.13. If the Town requires a Capital Expenditure for the replacement of Capital for which the County has paid its portion of a Capital Expenditure, the Town may sell the Capital being replaced.
- 8.14. If the Town sells the Capital,
 - a. the Town shall pay the County thirty percent (30%) of the appraised value for the Capital that is being replaced; and
 - b. the County shall pay thirty percent (30%) of the Capital Expenditure for the replacement Capital pursuant to article 8.11.
- 8.15. The Town shall provide to the County:
 - a. copies of the receipts for the sold Capital; and
 - b. documentation with respect to the appraised value of the Capital.
- 8.16. The Town shall notify the County in writing of the proposed Airport Capital Expenditure for a subsequent year by October 15 of a previous year.
- 8.17. The County shall notify the Town in writing by December 1st of the Town's notice indicating:
 - a. the County's agreement to the proposed Airport Capital Expenditure and its agreement to pay its portion of the Airport Capital Expenditure pursuant to this article; or

- b. the County's disagreement to the proposed Airport Capital Expenditure and its disagreement to pay all or some portion of its portion of the Airport Capital Expenditure pursuant to this article.
- 8.18. If the County does not notify the Town pursuant to article 8.17 by December 1st, the Town may treat the lack of response by the County as the County's agreement.
- 8.19. The County agrees to pay its portion of the Airport Capital Expenditure within 30 days from the date of receipt of an invoice from the Town.
- 8.20. Invoice
- a. The Town shall invoice the County using the actual costs of the Capital Expenditures when the amount of the Capital Expenditures is known.
 - b. The Town shall include
 - i. copies of all invoices paid by the Town for the Capital Expenditures with an invoice to the County; and
 - ii. all documentation with respect to the project specific grants received for the Capital Expenditures.
- 8.21. If the County does not agree to acquisition or to pay all or some portion of its portion of the Airport Capital Expenditure, the matter shall be resolved in accordance with the dispute resolution provisions of this Agreement.
- 8.22. If the Town determines that there are emergency projects which require Capital Expenditures, it shall notify the County as soon as possible about the emergency project. The provisions of this Article with all necessary changes apply to the emergency projects.
- 8.23. If the Town sells Airport to a third party, the Town will consult with the County and may enter a separate agreement in regard to the County's reimbursement for Airport Capital Expenditures.

9.0 ARTICLE 9 WATER SERVICES

Acknowledgements

- 9.1. The Parties acknowledge that the County wishes to have the Town provide potable water to the County so the County can provide potable water to County ratepayers in the Service Area.
- 9.2. The Parties acknowledge that the Town agrees to provide access to its potable water to the County for distribution in the Service Area.
- 9.3. The County acknowledges that the Town entered the Provincial Water Agreement. The Town agrees to assign the Provincial Water Agreement upon the consent of the Province and the County agrees to be bound by the terms of the Provincial Water Agreement and to indemnify the Town for any claim made by the Province pursuant to the Provincial Water Agreement.
- 9.4. The Parties acknowledge that Part 3, Division 3 of the *Municipal Government Act* applies to the provision of Water Service in the Service Area.
- 9.5. The Parties acknowledge that they will collaborate and assist in obtaining any necessary approvals for the provision of Water Service to the Service Area.
- 9.6. The Parties acknowledge that approval of the Alberta Utilities Commission pursuant to section 30 of the *Municipal Government Act* is a precondition to Water Service and may be a precondition to any rate changes for Water Service.
- 9.7. The Parties acknowledge that applications for connections to Water Service within the Service Area are to be made to and decided by the Inter-municipal Planning Commission, which shall consider the capacity of the Water Service as a condition of approval.

Ownership of Water Infrastructure

9.8. The Parties acknowledge that the Town owns, maintains and controls, in its sole discretion all the potable water lines, raw water lines, apertures, the treatment plant and reservoir within its boundaries and the raw water lines and other raw water infrastructure in the County as shown on Schedule "K" ("Town Water Infrastructure").

9.9. The Parties acknowledge that the County shall purchase the Town's potable water line and apertures for the provision of Water Services within the Service Area as identified in Schedule "L" at a price to be agreed between the Parties. The parties shall enter a separate agreement for the purchase of the County Water Infrastructure.

9.10. Upon the purchase of the County Water Infrastructure, the County shall maintain and control, in its sole discretion, the County Water Infrastructure, subject to the obligations under the Provincial Water Agreement and article 9.11.

9.9.
\$1.00

- 9.11. The County shall not extend the County Water Infrastructure into the County beyond the Service Area.

New Water Infrastructure Required within the Town Corporate Limits

- 9.12. The Parties acknowledge that there will be future water supply requests beyond the existing water infrastructure located within the Town corporate limits from both Town and County ratepayers. To provide for such requests, the Town and the County acknowledge the existing water lines would require extension.
- 9.13. The Parties agree that installing water lines to the south and west from existing or future locations within the Town corporate boundary to the County corporate boundaries will occur when there is sufficient demand and the Regional Service Sharing Agreement revenue reaches or exceeds \$800,000 in the year of request.
- 9.14. The Parties agree that sufficient demand will be established when there is a minimum of twenty residential requests, or twenty light industrial requests, or a combination of both, or a request from a major development. The requests shall be a combination of requests from both Town ratepayers and County ratepayers or solely from County ratepayers. The Inter-municipal Planning Commission shall receive and record all requests and advise the Town and County of each request.
- 9.15. The Town shall pay \$150.00 per linear meter and the County shall pay the balance of the new water line to the south and west up to the existing Town boundary as time and demand dictates. If the parties receive a project specific grant towards the water line, the Town's per meter charge will be adjusted accordingly on prorated basis. The Town shall provide the right-of-way on a mutually agreed alignment and retain the ownership of the new water line within its boundaries.
- 9.16. The Town's north water line will be upgraded as needed and the cost will be absorbed by the party that requires the upsizing/upgrading. The Town shall become the owner of the new water line within its boundaries.
- 9.17. The Parties agree that on the east boundary of the Town is the Bushe First Nations Reserve and that extension of the lines through the Reserve to the County will be subject to a separate agreement.

Supply of Potable Water and Invoicing

- 9.18. The Town shall install metering chambers at the County boundary connection point of the County Water Infrastructure to the Town Water Infrastructure. The Town shall pay the cost of installation of the metering chamber. The metering chamber shall become a part of the Town Water Infrastructure.
- 9.19. If the County questions the accuracy of the metering chamber, the Town shall ensure the metering chamber in question is tested in a timely manner. If the

metering chamber is accurate, the Town shall invoice the County for the cost of metering chamber testing. If the metering chamber is inaccurate, the Town shall pay for the costs of the metering chamber testing and repair.

- 9.20. The Town agrees to provide Water Service under the Town distribution pressure at the metering chamber.
- 9.21. The Town shall charge the County the same rate as it charges to its own ratepayers. The County agrees to charge its ratepayers for Water Service at the rate that the Town charges the County.
- 9.22. The Parties agree that the Town shall provide an invoice for each metering chamber showing monthly consumption and a monthly charge on monthly basis to the County at an agreed upon rate.
- 9.23. The Town shall provide the County with written notice of any changes to the rates for Water Services ninety (90) days prior to implementation. The notice shall provide a calculation and an explanation stating the reasons for rate increase.

Applications for Water Service and Standards

- 9.24. The Parties agree that all existing approved development within the Service Area may apply to the Inter-Municipal Planning Commission for Water Service.
- 9.25. The Parties agree that applicants for future development in the Service Area may apply to the Inter-Municipal Planning Commission for Water Service.
- 9.26. The Parties agree that the Inter-municipal Planning Commission shall determine all applications for Water Service within the Service Area.
- 9.27. Subject to capacity of the Town Water Infrastructure, the Inter-municipal Planning Commission shall approve applications for Water Service where the application complies with the provisions of the County's Land Use Bylaw, an area structure plan in place and the Intermunicipal Development Plan.
- 9.28. The County shall ensure that:
 - a. all developers in the Service Area meet the current provincial and municipal codes, regulations, standards and other requirements and conditions as may be placed by the Inter-municipal Planning Commission for any development requiring Water Service; and
 - b. all developers in the Service Area shall meet design, construction and inspection standards, and development agreement conditions.

Town Rights and Obligations

- 9.29. The Town shall be responsible for the Town Water Infrastructure operations and maintenance.
- 9.30. The Town shall not be responsible for any low water pressure nor any loss suffered as a result of any low water pressure experienced by the County or the users of the Water Service.
- 9.31. The Town shall not be responsible for any low water pressure experienced by the County or the users on the County Water Infrastructure arising from the construction, design or sizing of the existing Town Water Infrastructure.
- 9.32. The Town shall advise the County if there is a disruption of Water Service which is expected to last more than eight (8) hours.
- 9.33. In the event of an emergency relating to the Town Water Infrastructure, the Town may take all necessary steps, in its sole discretion, to remedy the emergency, including ceasing Water Service. If an emergency occurs, the Town shall notify the County as soon as possible about any impact on Water Services.
- 9.34. The Town shall provide an analysis of the water consumption, including the Town's consumption, versus the Town Water Infrastructure capacity to the County and to the Inter-municipal Planning Commission on an annual basis.
- 9.35. The Town shall provide notice to the County if there is an expected shortage of water.
- 9.36. The Town's responsibility for water quality shall end at the metering chamber. The water quality at the metering chamber shall meet the Alberta Environment drinking water standards.

County Rights and Obligations

- 9.37. The County shall be responsible for the County Water Infrastructure operations and maintenance.
- 9.38. The Parties agree that the County shall be the sole point of contact for County Residents for all aspects associated with Water Service provision within the Service Area.
- 9.39. The County shall provide the Town with all applications for Water Services.
- 9.40. The County shall provide a record at least once per month to the Town of all development and building permits issued in the Service Area where Water Service is needed.
- 9.41. The County shall not allow Water Service connections to legal entities that are not ratepayers of the County.

- 9.42. The County shall be responsible for the water quality inside the County.
- 9.43. The County shall undertake periodic testing as required by Alberta Environment at the water distribution points furthest away from the metering chamber.
- 9.44. The County shall be responsible for construction and maintenance of any re-chlorination stations, if and as required by Alberta Environment.
- 9.45. If the Town declares the need for water rationing, the County agrees to impose and to enforce water rationing on County Residents.

Term of the Water Services

- 9.46. The Term of the Water Service provision shall be December 31, 2020, unless mutually agreed otherwise.
- 9.47. If the Parties do not agree to extend this Agreement, the Town's obligation to provide Water Service to the County ends on December 31, 2020.
- 9.48. The Town acknowledges that the provision of potable water is an essential, continual service. The Town may discontinue Water Service only in the event of a Substantial Breach of this Agreement.

Sewer Service not Included

- 9.49. The Parties agree that sewer service is not part of this Agreement and the Town shall not provide sewer service to the Service Area, unless mutually agreed upon.

10.0 ARTICLE 10 FIRE

Fire Services inside the Fire Services Area

- 10.1. Provided that the County complies with the terms of this Agreement, upon receipt of a *bona fide* request by the County or a County Resident for Emergency, Rescue Services and Fire Suppression services, the Town shall provide, in the Fire Service Area, fire fighting personnel as available, while leaving the Town protected.
- 10.2. The County recognizes and agrees that the Town shall not be obligated to respond to a Fire Call from the Fire Service Area where, in the opinion of the Town's Fire Chief or his designate, the Town's capacity to respond to a Fire Call for Emergency, Rescue Services and Fire Suppression, is limited. For greater clarity, the Parties agree that a Fire Call from within the Town shall have priority over a Fire Call from the Fire Service Area or elsewhere in the County.

Conflicting Emergency Requirements

- 10.3. If at the time of a Fire Call from the Fire Service Area, the Town:
 - a. is occupied with a conflicting Emergency, Rescue Service or Fire Suppression; or
 - b. the Town's capacity to respond to an Emergency, Rescue Service or Fire Suppression is limited as determined by the Fire Chief or his designate pursuant to article 10.2,

the Town will respond to the Fire Call from the Fire Service Area as soon as, in the opinion of the Fire Chief or his designate, the Town's services are available.

Fire Services outside the Fire Services Area

- 10.4. If the Town receives a request for Emergency, Fire Suppression or Rescue Services in the County but outside the Fire Services Area, the call shall be considered a mutual aid call and shall be dealt with pursuant to the terms of the agreement between the Parties for mutual aid in force at the time of the call.

Town Obligations

- 10.5. The Town shall:
 - a. Makes its best efforts to provide Emergency, Fire Suppression and Rescue Services through a volunteer fire department within the Fire Service Area on a year round, 24 hours per day, seven days per week basis within the terms of this Agreement;

- b. Assign at its discretion on a per Fire Call basis, firefighting equipment and Fire Fighters to provide Emergency, Fire Suppression and Rescue Services occurring in the Town or the Fire Service Area;
- c. Subject to articles 10.2 and 10.3, respond to any Fire Call by the County, a County Resident, the RCMP or any person situated within the Fire Service Area;
- d. Take all reasonable steps to control or extinguish fires, handle or participate in the handling of any other Emergency to a level that the Town would provide respecting a fire within Town boundaries under the same or similar circumstances;
- e. Maintain adequate levels of skilled personnel to provide Emergency, Fire Suppression and Rescue services in accordance with the Town's standard operating procedures, which standard operating procedures will be provided to the County;
- f. Be responsible for all recruitment, remuneration and ongoing training and management of Fire Fighters;
- g. Assure that each fire apparatus attending an incident within the Fire Service Area is properly equipped and staffed with the appropriate number of Fire Fighters;
- h. Maintain coverage under the *Workers' Compensation Act*, R.S.A. 2000, c. W-15, for all Fire Fighters in accordance with that act;
- i. Submit to the County copies of all Incident Reports within thirty (30) days of the incident that is the subject of the Incident Report;
- j. Obtain and maintain in good standing at its own expense all necessary licenses, permits and other authorizations in order to permit it to carry out its obligations pursuant to this article 10;
- k. Perform all administrative, accounting and record-keeping functions relating to the proper discharge of its obligations pursuant to this article 10;
- l. At all times comply with all statutes, regulations and bylaws applicable to the operations of the Town and affecting its employees or volunteers engaged in carrying out its obligations pursuant to this Agreement;
- m. Subject to article 10.2, respond to and attend at the location which is the subject of a Fire Call as soon as reasonably possible giving proper consideration to road and weather conditions;

- n. Maintain in operation at its sole expense such dispatch and communication systems and equipment reasonably required to provide Emergency, Fire Suppression and Rescue Services;
- o. Provide at its sole expense and at all times maintain in good operating condition the fire equipment and vehicles;

No Obligation to construct fire halls

- 10.6. The Town shall not be obliged to construct any fire halls or locate fixed equipment outside the Town in the Fire Service Area.
- 10.7. Fire Suppression and Rescue Services in the Service Area shall proceed from existing fire halls within the Town.

No Obligation to provide inspections, investigations, presentations etc.

- 10.8. The Town shall not be obliged to provide the following services for the County:
 - a. fire inspections,
 - b. fire investigations,
 - c. public safety presentations,
 - d. tours of the fire hall, or
 - e. any public information programs.

Payment for Fire Services

- 10.9. The Town shall invoice the County for responding to Fire Calls within the Fire Service Area.
- 10.10. The Town shall invoice the County for Fire Consumables used by the Town during the Town's response to a Fire call in the Fire Service Area at replacement costs.

Fire Services Capital Expenditures

- 10.11. No later than December 31, 2009, the County shall pay the Town one hundred percent (100%) of a tanker unit with regular equipment as mutually agreed by the Executive Committee up to a maximum of \$300,000.00.
- 10.12. Subject to article 10.13, the County agrees to fifty percent (50%) of Capital Expenditures required for Fire Capital Expenditures during the Term or any renewal of this Agreement.
- 10.13. For the purposes of calculating the amount of any Capital Expenditure under this article, the Town shall first deduct the amount of any project specific grant received from another level of Government (the "Remainder Capital

Expenditure"). The Town shall calculate the County's fifty (50%) share of the Remainder Capital Expenditure.

10.14. If the Town requires a Capital Expenditure for the replacement of Capital for which the County has paid its portion of a Capital Expenditure, the Town may sell the Capital being replaced.

10.15. If the Town sells the Capital,

- a. the Town shall pay the County fifty percent (50%) of the appraised value for the Capital that is being replaced; and
- b. the County shall pay fifty percent (50%) of the Capital Expenditure for the replacement Capital pursuant to article 10.12.

10.16. The Town shall provide to the County:

- a. copies of the receipts for the sold Capital; and
- b. documentation with respect to the appraised value of the Capital.

10.17. The Town shall notify the County in writing of the proposed Fire Capital Expenditure with the specifications of the capital to be acquired/replaced for a subsequent year by October 15 of a previous year.

10.18. The County shall notify the Town in writing by December 1st of the Town's notice indicating:

- a. the County's agreement to the proposed Fire Capital Expenditure and its agreement to pay its portion of the Fire Capital Expenditure pursuant to this article; or
- b. if there is a disagreement to the proposed Fire Capital Expenditures due to the nature of the specifications provided, the Executive Committee shall meet and the Fire Capital Expenditures shall be acquired as mutually agreed.

10.19. If the County does not notify the Town pursuant to Article 10.18 within by December 1st, the Town may treat the lack of response by the County as the County's agreement.

10.20. The County agrees to pay its portion of the Fire Capital Expenditure within 30 days from the date of receipt of an invoice from the Town.

10.21. Invoice

- a. The Town shall invoice the County using the actual costs of the Capital Expenditures when the amount of the Capital Expenditures is known.
- b. The Town shall include

- i. copies of all invoices paid by the Town for the Capital Expenditures with an invoice to the County; and
- ii. all documentation with respect to the project specific grants received for the Capital Expenditures.

10.22. If the County does not agree to acquisition or to pay all or some portion of its portion of the Fire Capital Expenditure, the matter shall be resolved in accordance with the dispute resolution provisions of this Agreement.

10.23. If the Town determines that there are emergency projects which require Capital Expenditures, it shall notify the County as soon as possible about the emergency project. The provisions of this Article with all necessary changes apply to the emergency projects.

Reserve Fund and Replacement Schedule

10.24. The Parties agree that upon the signing of this Agreement, the Town shall forward its Fire Capital replacement schedule to the County.

10.25. The Parties shall establish the terms of their respective reserve funds.

Rights on Termination or Basic term expiration

10.26. The Parties agree that the Town owns the firefighting equipment as set out in Schedule "H" as of the effective date of this Agreement.

10.27. If this agreement is terminated prior to the Term of this Agreement by either Party or is not renewed upon expiration of the Term, the Town shall reimburse the County proportionally for its contributions towards the Town Fire Capital Expenditures based on the market values for major vehicles, such as a pumper truck, a rescue vehicle, a tanker, and a hazmat unit.

10.28. Alternately to 10.27, the County may acquire the jointly funded Town Fire Capital for an amount that is proportional to the Town's contributions toward that capital based on market values if the Town wishes to dispose of the same.

10.29. If neither Party wishes to retain the ownership to these units, the units shall be sold and the proceeds shall be divided between the Parties proportionally to their contributions.

11.0 ARTICLE 11 SHARING OF COUNTY MUNICIPAL REVENUE FROM SERVICE AREA

Shared Payment Amount

- 11.1. Each Year of this Agreement, the County shall unconditionally pay the Town a Shared Payment Amount equal to twenty-five percent (25%) of the Property Taxes levied by the County against the Properties in the Service Area, or \$500,000.00, whichever is larger for any given Year.
- 11.2. The Shared Payment Amount shall include Property Taxes as a result of Assessment of:
 - a. Residential Property;
 - b. Non-Residential Property;
 - c. Farmland; and
 - d. Machinery and Equipment.
- 11.3. The County agrees that if it receives any grant in lieu of taxes from the Government of Alberta, whether pursuant to section 366 of the Act or otherwise, for Property in the Service Area, the County shall pay the Town twenty-five percent (25%) of the grant in lieu of taxes in addition to the Shared Payment Amount for each year of this Agreement.
- 11.4. Should the County issue any supplemental Tax Notices for Properties in the Service Area, the County shall include any increased amount of Taxes in the next year's payment to the Town.

Exclusions from Shared Payment Amount

- 11.5. The Town and the County agree that the Shared Payment Amount shall not include any Taxes received by the County for Linear Property in the Service Area.

Assessment

- 11.6. The County shall:
 - a. calculate the Assessment within the Service Area each Year in accordance with the Act; and
 - b. provide the Town with the Assessment as soon as possible each Year.
- 11.7. For the purpose of determining the Assessment within the Service Area, the County shall permit the Town, at the Town's request, to review such information

as the Town may reasonably require regarding the Assessment for the Service Area prepared in accordance with the Act.

Timing of Payment

- 11.8. The County shall pay the Town the Shared Payment Amount on July 31 of each Year of the Term.
- 11.9. For the period of July 1, 2008 to December 31, 2008, the County shall pay the Town fifty percent of the Shared Payment Amount or fifty percent of \$500,000.00, whichever is larger.
- 11.10. The Parties agree that the Shared Payment Amount represents the County's contribution to the Town's Operating Costs.
- 11.11. The County agrees that:
 - a. the Town retains exclusive control over how the Town wishes to use the Shared Payment Amount;
 - b. the County cannot direct the Town in how the Town uses the Shared Payment amount; and
 - c. the Town does not need to account to the County for the Town's use of the Shared Payment Amount.

12.0 ARTICLE 12 CREATION OF AN INTERMUNICIPAL DEVELOPMENT PLAN

- 12.1. The Town and the County agree a clear and concise Intermunicipal Development Plan benefits both municipalities by ensuring well planned areas for citizens, future economic growth and the planning of services to be provided to the region.
- 12.2. The Town and the County agree that the Intermunicipal Development Plan requires amendment and the amendments will address, among other things:
 - a. future land uses; and
 - b. servicing needs.
- 12.3. The Town and the County agree to create a joint Municipal Planning Commission for the Intermunicipal Development Plan Area. The make up of the joint Municipal Planning Commission and the detailed provisions for its operation will be negotiated as part of the Intermunicipal Development Plan.
- 12.4. The Parties agree that they will negotiate in good faith the specific terms of the Intermunicipal Development Plan separate and apart from this Agreement.
- 12.5. The Parties agree that time is of the essence in completing the amendments to the Intermunicipal Development Plan and will use their best efforts working diligently to complete an agreement regarding the Intermunicipal Development Plan as expeditiously as possible.

13.0 ARTICLE 13 AGREEMENT ADMINISTRATION

- 13.1. The Parties agree that they will formally review this Agreement every five (5) years, with the first review in 2013 and the second review in 2018.
- 13.2. The formal review will be conducted using the process in Schedule "N".
- 13.3. The Parties agree that either Party may notify the other Party in writing of issues of concern.

Amendments to this Agreement

- 13.4. An amendment to this Agreement:
 - a. requires the agreement of both Parties, and
 - b. shall be in writing.

Further assurances

- 13.5. The Parties shall with reasonable diligence hold all meetings, perform all acts, execute and deliver all documents and instruments, do all such things and provide all such reasonable assurances as may be reasonably necessary or desirable to give effect to the provisions of this Agreement. The Parties agree to pass any bylaws or amendments to bylaws which may be required to implement this Agreement within a reasonable time of the signing of this Agreement, but in any event, no later than three months after the signing of the Agreement.

Warranty of authority

- 13.6. Each Party to this Agreement represents and warrants to the other Party that it has the full authority, capacity and power to enter into this Agreement and that all necessary actions have been taken to enable it lawfully to enter into this Agreement.

14.0 ARTICLE 14 ARBITRATION

Scope of arbitrability

14.1. Subject to article 14.2, any matter or dispute arising out of or in relation to the interpretation or application of this Agreement that cannot be resolved by mediation is arbitrable.

14.2. The following issues are not arbitrable:

Article 11, Shared Payment

Referral to binding arbitration

14.3. In the event:

- a. any matter is required to be determined by binding arbitration under this Agreement,
- b. either Party requests binding arbitration where the matter or dispute is arbitrable under this Agreement, or
- c. the Parties collectively agree in writing to refer a matter or dispute, to arbitration,

the matter or dispute, as the case may be, shall be arbitrated in accordance with Schedule "M".

14.4. Before referring a matter to arbitration, the Parties shall attempt to amicably resolve the matter or dispute.

15.0 ARTICLE 15 PRIVACY LEGISLATION AND CONFIDENTIALITY

Recognition of duty to comply with privacy legislation

- 15.1. The Town and the County shall collect, use and disclose any personal information only in accordance with the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, c.F-25 and any other similar or related legislation.

Confidentiality

- 15.2. The Town and the County agree that any data or other information obtained by them in the course of providing the services under this Agreement are confidential (the "Confidential Information") and are to be used only for the purpose of providing the services under this Agreement.
- 15.3. The Town and the County shall ensure that any and all Confidential Information is not disclosed or made known to any other person by the Town or the County or anyone employed by or under them, except for the purpose of providing the services under this Agreement.

Injunctive relief available

- 15.4. The Parties each acknowledge that:
- a. in the event of an unauthorized disclosure of any Confidential Information by or through the other Party, the damage incurred by the Party whose Confidential Information is disclosed will be difficult, if not impossible to ascertain, will cause irreparable harm, and will not be compensable in damages, and
 - b. such Party may seek injunctive relief against the disclosing Party for breaching the obligations set out in this article.

16.0 ARTICLE 16 INSURANCE AND INDEMNITY

Town and County to carry insurance

16.1. Each Party shall, at its own cost and expense and without limiting its obligations in this Agreement, obtain and maintain policies of insurance, providing for coverage at least as extensive as the following:

- a. comprehensive general liability insurance in the amount of not less than \$5,000,000.00 (FIVE MILLION DOLLARS) inclusive per occurrence for bodily injury (including death) and property damage, including loss of use thereof. The insurance shall include coverage for all operations of the insured and shall include premises and operations liability, products and completed operations liability, blanket contractual liability, cross liability, contingent employer's liability, and owner's and contractor's liability. The insurance shall be in the name of the Party, and also include as unnamed insureds, all officers, directors, agents and employees of the Party,
- b. standard automobile insurance, covering bodily injury (including death) and property damage in the amount of not less than \$2,000,000.00 (TWO MILLION DOLLARS) per accident or occurrence,
- c. non-owned automobile insurance covering bodily injury (including death) and property damage in the amount of not less than \$2,000,000.00 (TWO MILLION DOLLARS) per occurrence,
- d. all risk insurance covering direct physical loss or damage to the insured Party's equipment, inventory and stock in trade in an amount that is reasonable having regard for the obligations of the Parties under this Agreement, and
- e. such other insurance in amounts and upon terms agreed by the Parties, each acting reasonably.

Insurers that may be used

16.2. All policies required under article 16.1 shall be through an insurer authorized to provide insurance in the Province of Alberta and in a form satisfactory to the other Party acting reasonably or may be through and in the form used by the collective plan of the Alberta Urban Municipalities Association (AUMA) or the Alberta Association of Municipal District and Counties (AAMD&C).

Evidence of insurance required

16.3. Each Party shall provide the other Party, on reasonable advance notice, with evidence of all or any of the insurance policies required under article 16.1 upon request.

Duty to notify of cancellation, change etc.

- 16.4. Each Party shall notify their respective insurers of the terms of this Agreement, particularly article 10 and obtain from their insurers confirmation that their insurers are aware of the terms of this Agreement and that insurance coverage applies to the County and the Town, particularly with respect to article 10.
- 16.5. Each Party shall provide the other Party with 30 days prior written notice of any cancellation, material change or intent to lapse of any policies of insurance required under article 16.1.

Indemnity by the County

16.6. The County shall:

- a. be liable to the Town for, and
- b. indemnify and hold harmless the Town, its officers, servants and employees and each of them from and against,

any and all liabilities, claims, suits or actions, costs, damages and expenses (and without limiting the generality of the foregoing, any direct or indirect losses, costs, damages and expenses of the Town or such individuals including costs as between solicitor and client) which may be brought or made against the Town or such individual or which the Town or such individuals may pay or incur as a result of or in connection with any breach, violation or non-performance of any covenant, condition or agreement of this Agreement required to be fulfilled, kept, observed or performed by the County or any negligent act or omission of the County, its agents, officers, servants or employees, its sub-contractors or suppliers in connection with or arising out this Agreement or the performance of this Agreement.

- 16.7. The County releases and indemnifies and saves harmless the Town, its officers, servants and agents from all actions, causes of action, claims, costs, demands or liabilities of any kind or nature whatsoever arising directly or indirectly from:
- a. A delay in providing Fire Suppression or Rescue Service;
 - b. A failure to provide Fire Suppression or Rescue Service;
 - c. The failure to control or extinguish any fire of any kind or nature;
 - d. The performance or provision of Fire Suppression or Rescue Service of any emergency service of any nature;
 - e. The lack of fire hydrants or of water;
 - f. The inability to locate a fire hydrant or other water source;

- g. The operation of a fire hydrant, Pumper or Fire Rescue Vehicle;
- h. Any other action or thing done in the performance of the obligations of the Town under the Agreement whether such obligations arise specifically or incidentally, and which shall apply whether resulting from any negligence or other actions on the part of the Town, its officers, employees, agents, servants, and authorized contractors.

Indemnity by the Town

16.8. Subject article 16.7, the Town shall:

- a. be liable to the County for, and
- b. indemnify and hold harmless the County, its officers, servants and employees and each of them from and against,

any and all liabilities, claims, suits or actions, costs, damages and expenses (and without limiting the generality of the foregoing, any direct or indirect losses, costs, damages and expenses of the County or such individuals including costs as between solicitor and client) which may be brought or made against the County or such individual or which the County or such individuals may pay or incur as a result of or in connection with any breach, violation or non-performance of any covenant, condition or agreement of this Agreement required to be fulfilled, kept, observed or performed by the Town or any negligent act or omission of the Town, its agents, officers, servants or employees, its sub-contractors or suppliers in connection with or arising out this Agreement or the performance of this Agreement.

16.9. Articles 16.6, 16.7 and 16.8 survive the termination or expiry of this Agreement.

17.0 ARTICLE 17 GENERAL DEFAULT PROVISIONS

A. Default

Notice of default

- 17.1. Except as otherwise expressly provided in this Agreement, if either Party fails to perform or observe any covenant contained in this Agreement that the Party is required to perform or observe, the Party not in default may give written notice to the defaulting Party describing in general terms the nature of the default and requiring the defaulting Party:
- a. to remedy the default within 30 days of the notice if the default is capable of being remedied within 30 days, or
 - b. to commence as soon as reasonably possible and diligently pursue the rectification of the default thereafter, if the default is not capable of being remedied within 30 days.

Written notice of termination

- 17.2. If the defaulting Party fails to remedy the default as required by a notice issued in accordance with article 17.1 and within the time allowed under article 17.1, the Party not in default is entitled thereafter to terminate the Term by giving the defaulting Party a further notice specifying the effective date of termination.

Right to remedy default

- 17.3. If the defaulting Party fails to remedy any default as contemplated in article 17.1 within the time allowed under article 17.1, the Party not in default may (but is not obligated to) do such things and incur such costs as it deems necessary to remedy the default and in that regard and despite any other provision of this Agreement to the contrary, the Party not in default may withhold any payments due to the defaulting Party under this Agreement to the extent necessary to set off against the payments, costs and expenses incurred by the Party not in default in remedying the default.

Termination not exclusive right

- 17.4. The right of termination under article 17.2 is in addition to any other rights the Party not in default may have as against the defaulting Party and any termination shall be without prejudice to any other rights or remedies of the Party not in default against the defaulting Party including a right to sue the defaulting Party for damages.

18.0 ARTICLE 18 GENERAL MATTERS

Parties to act honestly and reasonably

18.1. Each of the Parties agrees:

- a. to be open, honest and timely in all of their dealings and communications with each other;
- b. to act reasonably, fairly and in good faith in carrying out their roles and responsibilities under this Agreement, while being entitled to pursue and protect that Party's own interests,
- c. to act reasonably and not arbitrarily in exercising any discretion given under the terms of this Agreement, unless expressly permitted otherwise under this Agreement, and
- d. to strive to create a true "win-win" scenario where opportunity reasonably allows and without committing either Party to incur additional costs or make new investments and subject always to the overriding requirement that the Town Resident and County Residents receive quality services.

Severability

- 18.2. If any part of this Agreement is void, prohibited or unenforceable, this Agreement shall be construed as if such part had never been part of this Agreement.
- 18.3. Article 18.2 shall not be interpreted as preventing a Party from advancing that Party's rights to claim frustration, or other similar remedy, if the portion of this Agreement, which is determined to be void, prohibited or unenforceable, deprives that Party of substantially all of the benefit conferred to that Party under this Agreement.

Whole Agreement

- 18.4. This Agreement shall, when duly executed, supersede and replace all other existing agreements between the Parties with respect to the subject matter of this Agreement.
- 18.5. The Parties agree that there are no representations, warranties or agreements, either written or oral, relating to the subject matter of this Agreement which:
 - a. are binding on the Parties, and
 - b. are not contained in or referred to in this Agreement.

Availability of remedies

18.6. The duties and obligations imposed by this Agreement and the rights and remedies available under this Agreement shall be in addition to, and shall not operate in limitation of, any duties, obligations, rights and remedies otherwise imposed or available at law unless expressly stated to the contrary.

Waiver

18.7. To be effective, any waiver of a covenant under this Agreement shall be in writing signed by the Party waiving the rights under that covenant.

18.8. A failure by a Party to insist on the strict performance of any covenant in this Agreement in any one or more instances shall not be construed as a waiver or relinquishment of that covenant in a subsequent instance.

Governing law and attornment

18.9. The law of the Province of Alberta shall govern this Agreement and the interpretation of this Agreement and the Parties attorn solely to the jurisdiction of the courts in the Province of Alberta.

Time

18.10. Time is of the essence under this Agreement.

Juridical day

18.11. Where any time period limited by this Agreement expires on a Saturday, Sunday or legal holiday in Edmonton, the time period is extended to the next succeeding day that is not a Saturday, Sunday or legal holiday.

Survival

18.12. Any provisions of this Agreement which, expressly or by their nature, extend beyond the termination of this Agreement, shall survive any termination of this Agreement.

Legal costs

18.13. Each Party shall bear its own costs incurred in connection with the preparation and negotiation of this Agreement.

No partnership etc.

18.14. This Agreement shall not constitute, create, give effect to or imply a partnership, joint venture or formal business organization of any kind and no other

March 6, 2009

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relationship shall be created between the Parties by virtue of this Agreement or any acts of the Parties.

No agency

18.15. Except as expressly provided for in this Agreement, a Party shall not make commitments of any kind for or on behalf of the other Party without the prior written consent of the other Party, it being expressly agreed that one Party cannot act as agent for the other.

Public announcements

18.16. Neither Party will make any public announcements concerning this Agreement or the related negotiations, without the prior approval of the other Party, except as may be required by law, including applicable securities and other regulatory authorities, in which case disclosure may be made only after making all reasonable efforts to advise the other Party of such disclosure and to obtain the other Party's comments prior to making such disclosure.

18.17. The Parties agree that they will cooperate in the development and delivery of a joint public announcement, which announcement will follow promptly after the execution of this Agreement.

Notices

18.18. All notices under this Agreement must be in writing and must be delivered to:

a. the Town at:

Town of High Level
10511 – 103 Street
High Level, AB T0H 1Z0

Attention: Chief Administrative Officer
Phone: 780-926-2201
Facsimile: 780-926-2899

WITH A CONCURRENT COPY TO:

SHORES JARDINE LLP
1800, 10250 101 Street
Edmonton, AB T5J 3P4

Attention: Gwendolyn J. Stewart-Palmer
Phone: 780-448-9275
Fax: 780-423-0163

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b. the County at:

Mackenzie County
Box 640
Fort Vermillion, AB T0H 1N0

Attention Chief Administrative Officer

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

WITH A CONCURRENT COPY TO:

Miller Thomson LLP
2700 Commerce Place
10155 - 102 Street
Edmonton, AB T5J 4G8

Attention: Roberto Noce, Q.C.

Direct Line: 780.429.9728
Fax: 780.424.5866
Email: rnoce@millerthomson.com

18.19. To be effective, a notice under this Agreement must be:

- a. properly addressed, and
- b. delivered by hand, sent by courier, sent by registered mail or sent by facsimile transmission.

18.20. A properly addressed notice delivered or sent is deemed to be received as follows:

- a. if delivered by hand or sent by courier, it is deemed to be received by the other Party at the time of delivery to either:
 - i. the person referred to in article 18.18 or subsequently identified under article 18.21, or
 - ii. any person who reasonably appears to be authorized to receive post or other documents at the address referred to in article 18.18 or such other address identified under article 18.21,
- b. if sent by facsimile, it is deemed to be received by the other Party 24 hours after the time shown on the facsimile transmission sheet that confirms receipt, unless it is sent on a Saturday, Sunday or legal holiday in Alberta, in which case it is deemed to be received by the other Party

24 hours after the commencement of the next day that is not a Saturday, Sunday or legal holiday in Alberta, or

- c. if sent by registered mail, it is deemed to be received seven days after mailing, subject to the intended recipient demonstrating that it was not, despite diligent efforts of the intended recipient, received within that time, in which case it is effectively delivered on the actual date of receipt.

18.21. On five days notice in writing to the other Party, a Party may change:

- a. the address, facsimile number or contact person under article 18.18, or
- b. the address, facsimile number or contact person provided on a previous date under this article 18.21.

No restrictions on other business

18.22. Except as expressly provided for in this Agreement, this Agreement shall not restrict either Party in respect of the businesses or activities able to be carried on by either of them and the use of their respective facilities in the conduct of such businesses or activities.

Assignment

18.23. This Agreement is not assignable, in whole or in part, by either Party without the written consent of the other Party, which consent may not be unreasonably withheld.

Enurement

18.24. This Agreement is binding on the Parties and shall enure to the benefit of and be binding upon the approved assigns and successors of each of the Parties.

Access to information

18.25. Each Party shall, in addition to providing access to or copies of documentation or information as otherwise specifically required in this Agreement, to the extent not prohibited by law or restricted by contractual obligation, permit the other access to such of its information and documentation as is reasonable and required to permit the other to carry out its obligations under this Agreement.

Compliance with laws

18.26. Each Party shall:

- a. comply with applicable laws and regulations applicable to the performance of its obligations under this Agreement, and

- b. obtain and maintain in force all licenses, permits and certificates required in the performance and fulfillment of its obligations under this Agreement.

18.27. Each Party shall pay all rates, taxes and assessments that at any time during the Term may be lawfully imposed upon or in respect of its operations.

Force majeure

18.28. A Party shall not be considered in breach of this Agreement or under any liability to the other Party for non-performance, part performance, defective performance or delay in the performance of its obligations under this Agreement, as a result of an event of Force Majeure, which means an event which is directly or indirectly caused by or is a result of any circumstance beyond the Party's reasonable control, including but not limited to:

- a. acts of God,
- b. outbreak of hostilities, riots, civil disturbance, acts of terrorism,
- c. acts of a government or other authority (that is not caused by an error, omission or breach of law of the Party) and which are resisted by the Party using lawful and reasonable means,
- d. fire, explosion, flood, fog or bad weather,
- e. power failure or failure of communication lines,
- f. theft, malicious damage, strike, lock-out or industrial action of any kind,
- g. pandemic or unusual disease outbreak, or
- h. labour shortages in the Alberta market for personnel (if the Party seeking to invoke the benefit of this article offers reasonable compensation and terms to employees),

but in no event shall a lack of funds be an event of Force Majeure for a Party.

18.29. Despite the relief granted by article 18.28, the Party who invokes the benefit of that article shall nevertheless endeavour, acting reasonably, in any situation to perform its obligations to the extent possible and as soon as possible.

18.30. A Party shall not be entitled to relief under article 18.28 in any circumstances where it has caused or substantially contributed to any delay or failure in the performance of its obligations by any default on its part.

18.31. In the event a Party wishes to invoke the benefit of article 18.28, that Party shall promptly notify the other Party in writing of the reasons and the likely duration

of the period during which there will be non-performance, part performance, defective performance or delay in the performance of its obligations.

18.32. Immediately the circumstances giving rise to the event of Force Majeure cease, the Party who has invoked the benefit of Force Majeure must notify the other Party of the cessation.

Set-off restricted

18.33. Except as expressly provided in this Agreement, all payments under the Agreement must be made when due and a Party shall not set off any other amount claimed to be due to that Party.

Duty to direct officers, employees

18.34. Each Party shall provide such direction to its officers, employees, contractors and agents as is necessary and appropriate to ensure that each Party gives effect to this Agreement through the actions of its officers, employees, contractors and agents.

Counterparts

18.35. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed form and the parties shall adopt any signatures received by a receiving fax machine as original signatures of the parties.

Executed by the Parties on _____, but made effective _____,

MacKenzie County

Town of High Level

Per: _____
Reeve

Per: _____
Mayor

Per: _____

Per: _____

Schedule M
Dispute Resolution

1. Notwithstanding paragraph 2 and 3 hereof, nothing in this Agreement shall prevent the parties from utilizing such other methods of resolving the dispute as the parties may agree to (i.e. both Councils meet).
2. In accordance with the requirements of section 5(2) of the Arbitration Act, R.S.A. 2000, c.A-43, the parties have agreed to a dispute resolution mechanism as follows.
 - a. In the event of a dispute or disagreement between the parties about the interpretation of any term of this Agreement, prior to making application to a Court, either Party may request that the matter be referred to a single arbitrator.
 - b. The request to appoint an arbitrator must be in writing and made to the other Party.
 - c. If such a request is made, the other Party must respond in writing within five (5) business days of receipt of the request to arbitrate, naming three (3) persons that Party would accept to have act as single arbitrator.
 - d. If the Party requesting the arbitration finds one or more of the persons suggested as arbitrator acceptable, the parties shall proceed to arbitration in accordance with paragraph 3 hereof.
 - e. If the Party requesting the arbitration finds none of the arbitrators suggested by the other Party acceptable, then within five (5) business days of receiving the list of persons, the initiating Party will respond in writing naming three (3) alternative persons that it would accept to have act as a single arbitrator.
 - f. The other Party must respond within a further five (5) business days.
 - g. Both parties must act reasonably throughout.
 - h. If the Parties cannot agree to an arbitrator in accordance with the above procedure, either Party may proceed on application to the Court of Queen's Bench of Alberta to have the dispute or disagreement decided by a justice of the Court of Queen's Bench.,
3. If the parties have elected to have their dispute or disagreement settled by arbitration, then they shall appoint one of the arbitrators chosen in accordance with paragraph 2 within five (5) business days of receipt of the name or names of an acceptable arbitrator or arbitrators.
4. Once the arbitrator has been appointed and has accepted the appointment, each Party will provide the arbitrator and the other Party with a written submission outlining that Party's position within twenty (20) business days of the appointment of the arbitrator.
5. Each Party may, within fifteen (15) business days of receipt of the other Party submission, provide the arbitrator with a rebuttal in writing.

March 6, 2009

DRAFT FOR DISCUSSION PURPOSES ONLY

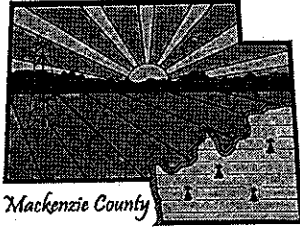
SOLICITOR CLIENT PRIVILEGED

6. Thereafter, if the Parties agree, the arbitrator may hear oral submissions. Within fifteen (15) business days of receipt of the rebuttals or, if oral submissions are provided, within fifteen (15) business days of the conclusion of such oral submissions, the arbitrator shall deliver his/her decision which shall be final and binding on the Parties.
7. Both Parties shall pay the cost of the arbitration equally unless the arbitrator determines that one Party should bear all of the costs of the arbitration and so indicates in his decision.

Schedule N

Formal Review Process for the Regional Service Sharing Agreement

1. Each Party shall identify the areas of the Agreement which it believes requires amendment or discussion.
2. By no later than June 30 of each year, the Chief Administrative Officers for the Parties shall:
 - a. send notice to the other Party regarding any areas of the Agreement which the Party wishes to discuss;
 - b. meet to discuss any items identified by either Party.
3. The Chief Administrative Officers will use their best efforts to resolve any issues which have arisen during the past twelve month period which do not require an amendment to the Agreement.
4. If they cannot resolve the issues identified and the matter requires an amendment to the Agreement, the Chief Administrative Officers will report back to their respective Councils regarding the items which require amendment.
5. If a matter requires an amendment to the Agreement, each Party shall create a Negotiating Committee comprised of the Chief Elected Official, the Chief Administrative Officer and one member of Council and an alternate member of Council to negotiate the amendment.
6. Every five years, the Councils of the Parties will meet to review the Agreement. No less than 30 days prior to that meeting, each Party shall provide to the other written notice of
 - a. any items which it wishes to discuss, including any suggested amendments and the text of any proposed changes to the Agreement; and
 - b. those items raised by its Chief Administrative Officer at the yearly meetings and the resolution of those items.
7. The first review by the Councils of the Parties shall occur no later than June 30, 2013.
8. The second review by the Councils of the Parties shall occur no later than June 30, 2018.



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 10, 2009
Presented By:	William Kostiw, Chief Administrative Officer
Title:	DELEGATION RCMP – 1:10 p.m.

BACKGROUND / PROPOSAL:

Sgt. Wade Trottier, NCO (Fort Vermilion) will be in attendance to discuss the attached crime statistics.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

RECOMMENDED ACTION:

That the RCMP report by Sgt. Wade Trottier be received for information.

Author: C. Gabriel

Reviewed By: _____

CAO



Royal Canadian Mounted Police
Gendarmerie royale du Canada

Security Classification/Designation
Classification/désignation sécuritaire

Unclassified

Wade Trottier
NCO i/c Fort Vermilion RCMP
Box 94
Fort Vermilion, Alberta T0H 1N0

Your File Votre référence

Reeve Newman
Mackenzie County
Box 640
Fort Vermilion, AB
T0H 1N0

Our File Notre référence

2009-03-03

Dear Sir,

Crime Statistics - Fort Vermilion Detachment and Mackenzie County

Please find attached the Fort Vermilion Detachment crime statistics for the months January and February 2009. Accompanying these is the Enhanced Position report, the crime statistics for the Mackenzie County area, and the statistics for the Fort Vermilion detachment area.

The Fort Vermilion detachment was busy during these months: There was a rash of business break-ins in La Crete which are still being investigated. Detachment members executed four search warrants. Seven impaired drivers were charged. 89 violation tickets were issued for various traffic offences and motor vehicle accidents.

In this period there were 337 calls for service from which 252 charges were laid.

Sincerely,

Wade Trottier (Sgt)

cc: Mackenzie County Council Members
Mackenzie County Administration

Canada

Royal Canadian Mounted Police

Fort Vermilion Detachment
Mackenzie Regional Enhanced Position

Month End Report for January 2009

The RCMP Mackenzie County Enhance Position member worked a total of 168 Hours this month dedicated to the La Crete area. Patrols included talks to two schools advising most of the department heads of the members role with respect to school liaison.

2 Break and Enters into businesses were report this month and are being investigated by members of the Fort Vermilion Detachment. Several hours have been dedicated to education of business owners with respect to making their businesses a hard target for potential criminal activity. Through this and increased late night patrols in the industrial area of La Crete, no further Break and Enters have been reported.

3 Check Stops were conducted through out the month by the Enhance Position Member both in the community of La Crete and in the outlying areas. A total of 77 vehicle were stopped through this method in efforts to educate and enforce with respect to alcohol related matters. No charges were laid as a result of these efforts.

17 calls for service were received and investigated by the Enhanced Position member from the La Crete area with a total of 24 calls for service answered by the noted member.

No areas of major concern were noted however the large volumes of traffic on La Crete's main street (100 Street) on the evening hours of the weekend poses a safety concern for any pedestrians in the area as drivers are more concerned with socializing rather than paying due care and attention to the operation of the motor vehicle. Offence are recorded and violation tickets are issued. By in large the bulk of the traffic is not involved in driving infractions however they assist in congesting the street for other users.

Royal Canadian Mounted Police

Fort Vermilion Detachment
Mackenzie Regional Enhanced Position

Month End Report for February 2009

The RCMP Mackenzie County Enhance Position member worked a total of 160 Hours this month dedicated to the La Crete area. Patrols included Moving Traffic Enforcement, visibility in the Community during peak hours, and 3 school visits.

2 Break and Enters were report this month one to a business and one to a residence and are being investigated by members of the Fort Vermilion Detachment.

2 Check Stops were conducted through out the month by the Enhance Position Member in the community of La Crete. A total of 32 vehicle were stopped through this method in efforts to educate and enforce with respect to alcohol related matters. No charges were laid as a result of these efforts.

13 calls for service were received and investigated by the Enhanced Position member from the La Crete area with a total of 30 calls for service received from the La Crete Area.

No areas of major concern were noted however the large volumes of traffic on La Crete's main street (100 Street) on the evening hours of the weekend continues to pose a safety concern for any pedestrians in the area as drivers are more concerned with socializing rather than paying due care and attention to the operation of the motor vehicle. Offence are recorded and violation tickets are issued. By in large the bulk of the traffic is not involved in driving infractions however they assist in congesting the street for other users.

19 Provincial Violation Tickets were issued this month for offences including Exceeding the posted speed limit, Exceeding posted speed limits in school zones, several seat belt violations, offences relating to careless operation of a motor vehicle, and improper document violations.

Submitted by CST. R.P. DROHOMERESKI

Occurrence Stats (All Violations)

: K : WESTERN ALBERTA : Fort Vermilion : MAC
All codes

Mayor's Report
From 2009/01/02 to 2009/03/01

Mackenzie County

Violation group - Traffic Offences - Traffic Accidents	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
9930 0020 Traffic Collision(s) - Non - Fatal Injury	3	0	3	3	0	100.0%
9930 0030 Traffic Collision(s) - Property Damage - Reportable	39	0	39	11	31	107.7%
	42	0	42	14	31	107.1%
Violation group - Traffic Offences - Provincial Traffic Offences	Reported	Unfounded	Actual	Clearance		
9510 0010 Fail to Stop or Remain at Accident Scene (Provincial/Te...	1	0	1	0	0	0.0%
9520 0020 Driving without Due Care or Attention (Provincial/Terri...	1	0	1	0	0	0.0%
9900 0010 Non-Moving Traffic - Occupant Restraint/Seatbelt Violat...	13	0	13	13	0	100.0%
9900 0020 Moving Traffic - Intersection Related Violations - Prov...	6	0	6	8	0	133.3%
9900 0030 Moving Traffic - Speeding Violations - Provincial/Terri...	19	0	19	18	2	105.3%
9900 0040 Other Moving Traffic Violations - Provincial/Territoria...	6	0	6	7	2	150.0%
9900 0050 Motor Vehicle Insurance Coverage Violations-Provincial/...	3	0	3	3	0	100.0%
9900 0070 Other Non-Moving Traffic - Provincial/Territorial	12	0	12	12	1	108.3%
9900 0080 Written Traffic Offence Warnings	6	0	6	3	3	100.0%
9910 0030 Drivers Licence Suspensions - By Police	3	0	3	3	0	100.0%
	70	0	70	67	8	107.1%
Violation group - Traffic Offences - Other Criminal Code Traffic Offences	Reported	Unfounded	Actual	Clearance		
9310 0030 Failure to stop or remain - property damaged	1	0	1	0	0	0.0%
	1	0	1	0	0	0.0%
Violation group - Traffic offences - Impaired Operation Related Offences	Reported	Unfounded	Actual	Clearance		
9230 0015 Impaired Operation of Motor Vehicle over 80mg.	3	0	3	3	0	100.0%
	3	0	3	3	0	100.0%
Violation group - Provincial Statutes {except traffic}	Reported	Unfounded	Actual	Clearance		
7100 0012 Liquor Act (Provincial/Territorial) - Offences Only	2	0	2	2	0	100.0%
7300 0120 Off-Road Vehicle Act - Offences Only	0	0	0	1	0	0.0%
7300 0900 Other Provincial/Territorial Statutes (not otherwise sp...	1	0	1	1	0	100.0%
8840 0291 Child Welfare Act - Other Activities	1	0	1	0	1	100.0%
8840 0297 Coroner's Act - Sudden Death	3	0	3	0	4	133.3%
8840 0311 Fire Prevention Act - Other Activities	0	0	0	0	1	0.0%
8840 0336 Mental Health Act - Other Activities	3	0	3	0	3	100.0%
8840 0341 911 Act - Other Activities	8	0	8	2	5	87.5%

Occurrence Stats (All Violations)

: K : WESTERN ALBERTA : Fort Vermilion : MAC

All codes

Mayor's Report
From 2009/01/02 to 2009/03/01

Violation group - Provincial Statutes {except traffic}				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
8840 0381 Other Provincial/Territorial Statutes (not otherwise sp...	1	0	1	0	1	100.0%
	19	0	19	6	15	110.5%
Violation group - Provincial Statutes - Municipal By-laws				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
9955 0010 Municipal Bylaws - Other	0	0	0	0	2	0.0%
	0	0	0	0	2	0.0%
Violation group - Other Criminal Code - Other Criminal Code				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
3410 0010 Failure to comply with condition of undertaking or reco...	1	0	1	1	0	100.0%
3410 0016 Fail to comply/appear - Appearance Notice/PTA/Recogniza...	5	0	5	5	0	100.0%
3410 0030 Breach of recognizance - other	2	1	1	0	1	100.0%
3430 0010 Disturbing the peace	6	1	5	0	6	120.0%
3470 0010 Resists/obstructs peace officer	1	0	1	0	1	100.0%
3510 0010 Fail to attend court	3	0	3	4	0	133.3%
3530 0020 Harassing phone calls	2	0	2	0	2	100.0%
0 0140 Breach of Peace	1	0	1	0	1	100.0%
	21	2	19	10	11	110.5%
Violation group - National Survey Codes				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
8999 3006 Request for Service of Legal Document - Warrant Other t...	4	1	3	4	0	133.3%
8999 3057 Prisoners Held	14	0	14	13	4	121.4%
8999 3062 Alcohol Abuse / Use Involved	6	0	6	4	6	166.7%
8999 3063 Drug Abuse / Use other than alcohol involved	2	0	2	1	1	100.0%
8999 3064 Written Traffic Offence Warnings - Provincial/Territori...	5	0	5	5	0	100.0%
	31	1	30	27	11	126.7%
Violation group - FES - Other FES Statutes				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
6450 0010 Youth Criminal Justice Act - Offences Only	2	0	2	2	0	100.0%
	2	0	2	2	0	100.0%
Violation group - Crimes Against the Person - Sexual Offences				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
1330 0010 Sexual Assault	0	0	0	1	1	0.0%
1340 0010 Sexual Interference	0	0	0	1	0	0.0%
	0	0	0	2	1	0.0%

Occurrence Stats (All Violations)

: K : WESTERN ALBERTA : Fort Vermillion : MAC
All codes

Mayor's Report
From 2009/01/02 to 2009/03/01

Violation group - Crimes Against the Person - Robbery/Extortion/Harassment/Threats	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
1627 0010 Uttering threats against a person	2	0	2	1	1	100.0%
	2	0	2	1	1	100.0%
Violation group - Crimes Against the Person - Assaults {excluding sexual assaults}	Reported	Unfounded	Actual	Clearance		
1410 0010 Aggravated Assault	0	0	0	0	1	0.0%
1420 0010 Assault With Weapon or Causing Bodily Harm	4	0	4	3	2	125.0%
1430 0010 Assault	7	1	6	4	2	100.0%
	11	1	10	7	5	120.0%
Violation group - Crimes Against Property - Theft under \$5000.00	Reported	Unfounded	Actual	Clearance		
2140 0011 Other theft under \$5000 334(b) CC	2	0	2	0	2	100.0%
2141 0091 Taking motor vehicle/vessel under or equal to \$5000 wit...	1	1	0	0	0	0.0%
	3	1	2	0	2	100.0%
Violation group - Crimes Against Property - Mischief	Reported	Unfounded	Actual	Clearance		
2174 0010 Mischief equal to or under \$5,000 - Damage to, or Obstr...	5	0	5	0	4	80.0%
	5	0	5	0	4	80.0%
Violation group - Crimes Against Property - Fraud	Reported	Unfounded	Actual	Clearance		
2160 0075 Fraud (money/property/security) less than or equal to \$...	3	0	3	0	1	33.3%
	3	0	3	0	1	33.3%
Violation group - Crimes Against Property - Break and Enter	Reported	Unfounded	Actual	Clearance		
2120 0010 Break and Enter - Business	5	0	5	0	0	0.0%
2120 0020 Break and Enter - Residence	1	0	1	0	1	100.0%
2120 0050 Being unlawfully in a dwelling house	1	0	1	0	0	0.0%
	7	0	7	0	1	14.3%
Violation group - Common Police Activities - Related Police Activities	Reported	Unfounded	Actual	Clearance		
8550 0010 Index Checks	45	0	45	0	44	97.8%
8550 0015 Fingerprints taken for the general public	1	0	1	0	1	100.0%
8550 0030 Suspicious Person/ Vehicle/ Property	1	0	1	0	1	100.0%
8550 0050 False Alarms	6	0	6	0	8	133.3%
8550 0060 Items Lost/Found - except passports	6	0	6	0	2	33.3%

Occurrence Stats (All Violations)

: K : WESTERN ALBERTA : Fort Vermilion : MAC

All codes

Mayor's Report
From 2009/01/02 to 2009/03/01

Violation group - Common Police Activities - Related Police Activities	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
8750 0020 Human Sources	1	1	0	0	0	0.0%
	60	1	59	0	56	94.9%
Violation group - Common Police Activities - Assistance to General Public	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
8550 0080 Person Reported Missing	0	0	0	0	1	0.0%
8550 0101 Request to locate individual	0	0	0	0	1	0.0%
	0	0	0	0	2	0.0%
Totals	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
	280	6	274	139	151	105.8%

Occurrence Stats (All Violations)

: K : WESTERN ALBERTA : Fort Vermilion

All codes

Mayor's Report
From 2009/01/02 to 2009/03/01

Fort Vermilion Detachment Area

Violation group - Traffic Offences - Traffic Accidents				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
9930 0020 Traffic Collision(s) - Non - Fatal Injury	3	0	3	3	1	133.3%
9930 0030 Traffic Collision(s) - Property Damage - Reportable	45	0	45	12	35	104.4%
9930 0040 Traffic Collision(s) - Property Damage - Non - Reportab...	1	0	1	0	1	100.0%
	49	0	49	15	37	106.1%

Violation group - Traffic Offences - Provincial Traffic Offences				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
9510 0010 Fail to Stop or Remain at Accident Scene (Provincial/Te...	1	0	1	0	0	0.0%
9520 0020 Driving without Due Care or Attention (Provincial/Terri...	2	0	2	0	0	0.0%
9530 0010 Driving While Disqualified or License Suspension (Provi...	1	0	1	1	0	100.0%
9900 0010 Non-Moving Traffic - Occupant Restraint/Seatbelt Violat...	19	0	19	15	4	100.0%
9900 0020 Moving Traffic - Intersection Related Violations - Prov...	13	0	13	13	2	115.4%
9900 0030 Moving Traffic - Speeding Violations - Provincial/Terri...	24	0	24	21	4	104.2%
9900 0040 Other Moving Traffic Violations - Provincial/Territoria...	11	0	11	8	6	127.3%
9900 0050 Motor Vehicle Insurance Coverage Violations-Provincial/...	6	0	6	4	3	116.7%
9900 0070 Other Non-Moving Traffic - Provincial/Territorial	29	0	29	20	10	103.4%
9900 0080 Written Traffic Offence Warnings	8	0	8	4	4	100.0%
9910 0030 Drivers Licence Suspensions - By Police	3	0	3	3	0	100.0%
	117	0	117	89	33	104.3%

Violation group - Traffic Offences - Other Criminal Code Traffic Offences				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
9310 0030 Failure to stop or remain - property damaged	1	0	1	0	0	0.0%
	1	0	1	0	0	0.0%

Violation group - Traffic offences - Impaired Operation Related Offences				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
9230 0010 Impaired Operation (by Alcohol) of Motor Vehicle	3	0	3	1	0	33.3%
9230 0015 Impaired Operation of Motor Vehicle over 80mg.	5	0	5	5	0	100.0%
9230 0030 Impaired Care & Control (by Alcohol) of Motor Vehicle	1	0	1	1	0	100.0%
	9	0	9	7	0	77.8%

Violation group - Provincial Statutes {except traffic}				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
7100 0012 Liquor Act (Provincial/Territorial) - Offences Only	3	0	3	2	2	133.3%
7300 0030 Dog Act - Offences Only	1	0	1	0	1	100.0%
7300 0120 Off-Road Vehicle Act - Offences Only	0	0	0	1	0	0.0%
7300 0900 Other Provincial/Territorial Statutes (not otherwise sp...	1	0	1	1	0	100.0%
8840 0281 Liquor Act (Provincial/Territorial) - Other Activities	3	0	3	0	2	66.7%
8840 0291 Child Welfare Act - Other Activities	4	0	4	1	3	100.0%

Occurrence Stats (All Violations)

: K : WESTERN ALBERTA : Fort Vermilion
All codes

Mayor's Report
From 2009/01/02 to 2009/03/01

Violation group - Provincial Statutes {except traffic}	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
8840 0297 Coroner's Act - Sudden Death	4	0	4	0	4	100.0%
8840 0301 Dog Act - Other Activities	2	0	2	0	2	100.0%
8840 0306 Family Relations Act - Other Activities	1	0	1	0	1	100.0%
8840 0311 Fire Prevention Act - Other Activities	0	0	0	0	2	0.0%
8840 0336 Mental Health Act - Other Activities	6	0	6	0	6	100.0%
8840 0341 911 Act - Other Activities	12	0	12	2	9	91.7%
8840 0381 Other Provincial/Territorial Statutes (not otherwise sp...	1	0	1	0	1	100.0%
	38	0	38	7	33	105.3%

Violation group - Provincial Statutes - Municipal By-laws	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
9955 0010 Municipal Bylaws - Other	0	0	0	0	2	0.0%
	0	0	0	0	2	0.0%

Violation group - Other Federal Statutes - Firearms Act	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
8840 0391 Firearms Act - Other Activities	1	0	1	1	0	100.0%
	1	0	1	1	0	100.0%

Violation group - Other Criminal Code - Other Criminal Code	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
3410 0010 Failure to comply with condition of undertaking or reco...	8	2	6	5	1	100.0%
3410 0016 Fail to comply/appear - Appearance Notice/PTA/Recogniza...	5	0	5	5	0	100.0%
3410 0017 Fail to Comply with an Undertaking	1	0	1	1	0	100.0%
3410 0030 Breach of recognizance - other	3	1	2	0	2	100.0%
3430 0010 Disturbing the peace	14	2	12	1	11	100.0%
3470 0010 Resists/obstructs peace officer	1	0	1	0	1	100.0%
3510 0010 Fail to attend court	3	0	3	4	0	133.3%
3520 0010 Fail to comply probation order	5	1	4	4	0	100.0%
3530 0020 Harassing phone calls	7	0	7	0	6	85.7%
8550 0140 Breach of Peace	7	0	7	0	8	114.3%
	54	6	48	20	29	102.1%

Violation group - Other Criminal Code - Offensive Weapons	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
3375 0050 Unauthorized possession of a firearm/prohibited weapon ...	0	0	0	1	0	0.0%
	0	0	0	1	0	0.0%

Occurrence Stats (All Violations)

: K : WESTERN ALBERTA : Fort Vermillion
All codes

Mayor's Report
From 2009/01/02 to 2009/03/01

Violation group - Other Criminal Code - Corruption				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
3730 0200 Public Mischief	2	0	2	0	2	100.0%
	2	0	2	0	2	100.0%
Violation group - National Survey Codes				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
8999 3006 Request for Service of Legal Document - Warrant Other t...	4	1	3	5	0	166.7%
8999 3012 Search warrant executed-Positive	1	0	1	1	0	100.0%
8999 3055 Checkstop	2	0	2	2	0	100.0%
8999 3057 Prisoners Held	47	0	47	30	23	112.8%
8999 3058 Prisoners Escorted	4	0	4	3	1	100.0%
8999 3062 Alcohol Abuse / Use Involved	63	4	59	21	43	108.5%
8999 3063 Drug Abuse / Use other than alcohol involved	4	0	4	1	3	100.0%
8999 3064 Written Traffic Offence Warnings - Provincial/Territori...	10	0	10	5	5	100.0%
	135	5	130	68	75	110.0%
Violation group - FES - Public Safety				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
8840 0021 Canada Health Act - Other Activities	1	0	1	1	0	100.0%
	1	0	1	1	0	100.0%
Violation group - FES - Other FES Statutes				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
6450 0010 Youth Criminal Justice Act - Offences Only	5	0	5	4	1	100.0%
8840 0141 DNA Identification Act - Other Activities	1	0	1	1	0	100.0%
	6	0	6	5	1	100.0%
Violation group - FES - Consumer Protection				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
6900 0520 Tobacco Act - Offences Only	1	0	1	1	0	100.0%
	1	0	1	1	0	100.0%
Violation group - Drug Enforcement - Trafficking				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
4240 0010 Schedule II Cannabis-Trafficking	1	0	1	0	0	0.0%
	1	0	1	0	0	0.0%
Violation group - Drug Enforcement - Possession				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
4140 0050 Possession Schedule VIII Cannabis Marihuana - 30 grams ...	1	0	1	0	0	0.0%
	1	0	1	0	0	0.0%

Occurrence Stats (All Violations)

: K : WESTERN ALBERTA : Fort Vermillion

All codes

Mayor's Report
From 2009/01/02 to 2009/03/01

Violation group - Crimes Against the Person - Sexual Offences				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
1330 0010 Sexual Assault	1	0	1	1	2	300.0%
1340 0010 Sexual Interference	0	0	0	1	1	0.0%
	1	0	1	2	3	500.0%

Violation group - Crimes Against the Person - Robbery/Extortion/Harassment/Threats				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
1625 0010 Criminal Harassment	1	0	1	0	1	100.0%
1627 0010 Uttering threats against a person	5	0	5	2	4	120.0%
	6	0	6	2	5	116.7%

Violation group - Crimes Against the Person - Assaults {excluding sexual assaults}				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
1410 0010 Aggravated Assault	3	0	3	3	1	133.3%
1420 0010 Assault With Weapon or Causing Bodily Harm	12	0	12	9	3	100.0%
1430 0010 Assault	24	4	20	11	11	110.0%
	39	4	35	23	15	108.6%

Violation group - Crimes Against Property - Theft under \$5000.00				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
2140 0011 Other theft under \$5000 334(b) CC	6	1	5	1	3	80.0%
2141 0091 Taking motor vehicle/vessel under or equal to \$5000 wit...	2	2	0	0	0	0.0%
	8	3	5	1	3	80.0%

Violation group - Crimes Against Property - Theft over \$5000.00				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
2131 0021 Theft of truck over \$5000	1	1	0	0	0	0.0%
	1	1	0	0	0	0.0%

Violation group - Crimes Against Property - Mischief				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
2172 0010 Mischief over \$5,000 - Damage to, or Obstruct enjoyment...	0	0	0	1	1	0.0%
2174 0010 Mischief equal to or under \$5,000 - Damage to, or Obstr...	30	1	29	2	27	100.0%
	30	1	29	3	28	106.9%

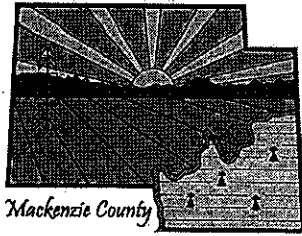
Violation group - Crimes Against Property - Fraud				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
2160 0070 Fraud (money/property/security) greater than \$5000	1	0	1	0	0	0.0%
2160 0075 Fraud (money/property/security) less than or equal to \$...	3	0	3	0	1	33.3%
	4	0	4	0	1	25.0%

Occurrence Stats (All Violations)

: K : WESTERN ALBERTA : Fort Vermilion
All codes

Mayor's Report
From 2009/01/02 to 2009/03/01

Violation group - Crimes Against Property - Break and Enter	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
2120 0010 Break and Enter - Business	7	0	7	1	1	28.6%
2120 0020 Break and Enter - Residence	5	0	5	4	1	100.0%
2120 0050 Being unlawfully in a dwelling house	3	0	3	0	2	66.7%
	15	0	15	5	4	60.0%
Violation group - Crimes Against Property - Arson (excluding offences related to death)	Reported	Unfounded	Actual	Clearance		
2110 0010 Arson - damage to property	0	0	0	1	0	0.0%
	0	0	0	1	0	0.0%
Violation group - Common Police Activities - Related Police Activities	Reported	Unfounded	Actual	Clearance		
8550 0010 Index Checks	45	0	45	0	44	97.8%
8550 0015 Fingerprints taken for the general public	1	0	1	0	1	100.0%
8550 0030 Suspicious Person/ Vehicle/ Property	5	1	4	0	3	75.0%
8550 0040 Animal Calls	1	0	1	0	1	100.0%
8550 0050 False Alarms	10	2	8	0	10	125.0%
8550 0060 Items Lost/Found - except passports	7	0	7	0	3	42.9%
8750 0020 Human Sources	1	1	0	0	0	0.0%
	70	4	66	0	62	93.9%
Violation group - Common Police Activities - Assistance to General Public	Reported	Unfounded	Actual	Clearance		
8550 0080 Person Reported Missing	1	0	1	0	2	200.0%
8550 0101 Request to locate individual	4	0	4	0	5	125.0%
	5	0	5	0	7	140.0%
Violation group - Common Police Activities - Assistance Files	Reported	Unfounded	Actual	Clearance		
8545 0020 Assistance to Canadian Provincial/Territorial Dept/Agen...	2	0	2	0	1	50.0%
	2	0	2	0	1	50.0%
Totals	Reported	Unfounded	Actual	Clearance		
	597	24	573	252	341	103.5%



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 10, 2009
Presented By:	William Kostiw, Chief Administrative Officer
Title:	Agricultural Service Board Meeting Minutes – January 19, 2009

BACKGROUND / PROPOSAL:

Information item. The adopted minutes of the January 19, 2009 meeting are attached.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

RECOMMENDED ACTION:

That the Agricultural Service Board meeting minutes for January 19, 2009 be received for information.

Author: C. Gabriel Reviewed By: _____ CAO 

**MACKENZIE COUNTY
AGRICULTURAL SERVICE BOARD MEETING**

**Wednesday, January 19, 2009
10:00 a.m.**

**Council Chambers
Fort Vermilion AB**

PRESENT:	Bill Neufeld Dicky Driedger Joe Peters	Chair Council Representative Member at Large
ABSENT:	Eric Jorgenson Richard Marshall	Member at Large Member at Large
ALSO PRESENT:	Grant Smith Colleen Nate Dave Crichton William Kostiw John Klassen	Agricultural Fieldman Admin Assistant, Recording Secretary Director of Operations (North) Chief Administrative Officer Director of Operations (South)

Minutes of the Agricultural Service Board meeting for Mackenzie County held on Monday, January 19, 2009 in the Fort Vermilion Council Chambers.

CALL TO ORDER: 1. a) Call to Order

Chair Neufeld called the meeting to order at 10:05 am.

AGENDA: 2. a) Adoption of Agenda

MOTION 09-001 MOVED by Dicky Driedger

That the agenda be adopted with the additions of m) Meeting with Ag Deputy; n) John Perverzif.

CARRIED

**ADOPTION OF THE
PREVIOUS MINUTES: 3. a) Minutes of the October 24, 2008 Agricultural Service
Board Meeting**

MOTION 09-002 MOVED by Joe Peters

That the minutes of the November 26, 2008 Agricultural Service Board meeting be adopted as presented.

5. a) Blue Hill's Erosion

MOTION 09-003

Moved by Joe Peters

That the Blue Hill's Erosion Project is to be constructed without engineering using day labor contractors.

Carried

5. b) Blue Hills Drainage

MOTION 09-004

Moved by Dicky Driedger

To extend survey from Range road 103-2 (Bill Unrau) west 1.5 miles.

Carried

5. c) Fort Vermilion South Drainage Update

MOTION 09-005

Moved by Joe Peters

That the Fort Vermilion South Drainage Update be accepted as information.

Carried

5. d) High Level North Drainage (Larry Wilde)

MOTION 09-006

Moved by Joe Peters

That the ASB accept the most qualified quote to remove brush and beaver dams.

Carried

5. e) Agricultural Events

MOTION 09-007

Moved by Joe Peters

That the ASB host a Farmers Appreciation Breakfast on April 16, 2008 at the La Crete Heritage Center.

Carried

5. f) 2009 Provincial Conference Resolutions

MOTION 09-008

Moved by Dicky Driedger

That the 2009 Provincial Conference Resolutions be accepted as information.

Carried

5.g) Extension Position

MOTION 09-009

Moved by Dicky Driedger

That Extension Position is accepted as information.

Carried

5.h) Alberta Egg Producers

MOTION 09-010

Moved by Joe Peters

That the letter from Alberta Egg Producers be accepted as information.

Carried

5.i) Alberta Emergency Carcass Pilot Program

MOTION 09-011

Moved by Joe Peters

That the Alberta Emergency Carcass Pilot Program be accepted as information.

Carried

5.j) Wild Boar Program Letter

MOTION 09-012

Moved by Joe Peters

That the Wild Boar Program Letter be accepted as information.

Carried

5.k) Alberta Livestock and Meat Strategy Letters

MOTION 09-013

Moved by Dicky Driedger

That the Alberta Livestock and Meat Strategy Letters be accepted as information.

Carried.

5.I) 2008 Financial Report

MOTION 09-014

Moved by Dicky Driedger

That the 2008 Financial Report be accepted as information.

Carried

NEXT MEETING DATE

February 27, 2009 10:00, am La Crete Heritage Center.

ADJOURNMENT

9. a) Adjournment

MOTION 09-015

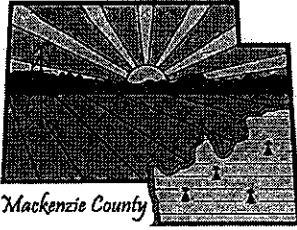
Moved by Dicky Driedger

That the Agricultural Service Board Meeting be adjourned at 11:40 am.

These minutes were approved on February 27, 2009

Bill Neufeld, Chair

Grant Smith, Agricultural Fieldman



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 10, 2009
Presented By:	William Kostiw, Chief Administrative Officer
Title:	Mackenzie Housing Management Board Meeting Minutes January 26, 2009

BACKGROUND / PROPOSAL:

Information item. The adopted minutes of the January 26, 2009 meeting are attached.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

RECOMMENDED ACTION:

That the Mackenzie Housing Management Board meeting minutes of January 26, 2009 be received for information.

Author: C. Gabriel

Review By: _____

CAO 

**MACKENZIE HOUSING MANAGEMENT BOARD
REGULAR BOARD MEETING
January 26, 2009 – 10:00 A.M.
Fireside Room – Heimstaed Lodge**

In Attendance:

Wally Schroeder, Chair
George Friesen, Vice-Chair
Abe Peters
Ellis Forest
Jim Thompson
John W. Driedger
Daryl Zielsdorf

Regrets:

Dave Neufeld
Norm Van Vliet
Brenda Chorney

Administration:

Barb Spurgeon, CAO
Joyce Grant, Health Care Manager
Dorothy Klassen, Lodge Manager
Lisa Unruh, Executive Assistant

Call to Order:

Chair Wally Schroeder called the Board meeting to order at 10:00 a.m.

Agenda:

Approval of Agenda

09-001

Moved by Jim Thompson

That the agenda be approved as presented.

Carried

Minutes: **November 24, 2008 Board Meeting**

09-002 Moved by Ellis Forest

That the minutes of the November 24, 2008 Board meeting be approved as presented.

Carried

Reports: **CAO Report**

09-003 Moved by John W. Driedger

That the CAO report be accepted for information.

Carried

CAO was asked to bring back more information on SHRI trailers.

Abe Peters entered meeting at 10:06 a.m.

Financial Reports **Housing Budget December 31, 2008**

09-004 Moved by Jim Thompson

That the December 31, 2008 Housing budget financial report be accepted for information.

Carried

Lodge Budget December 31, 2008

09-005 Moved by Daryl Zielsdorf

That the December 31, 2008 Lodge budget financial report be accepted for information.

Carried

Assisted Care Budget December 31, 2008

09-006 Moved by Jim Thompson

That the December 31, 2008 Assisted Care budget financial report be accepted for information.

Carried

New Business: Lodge Budget

09-007 Moved by Ellis Forest

That the 2009 Lodge budget be approved as presented.

Carried

Proposed Revenue Increases

09-008 Moved by John W. Driedger

That Personal Service Fees be mandatory for all residents and that \$25.00 a month be charged.

Carried

09-009 Moved by Jim Thompson

That all residents using our laundry service be charged \$30.00 per month effective March 1, 2009.

Carried

09-010 Moved by Ellis Forest

That residents using a parking space, for vehicles or scooters be charged \$10.00 a month effective March 1, 2009.

Carried

09-011 Moved by Daryl Zielsdorf
That the Hospitality Suite be rented out at \$50.00 per night.
Carried

09-012 Moved by John W. Driedger
That meals for guests be charged \$7.00 per meal and staff
be charged at \$4.50 per meal.
Carried

Assisted Living Budget

09-013 Moved by Jim Thompson
That the 2009 Assisted Living budget be approved as
presented.
Carried

2008 Lodge Deficit

09-014 Moved by Jim Thompson
That the 2007 Lodge surplus be applied to the 2008 Lodge
deficit.
Carried

Accommodation Standard Policies

09-015 Moved by Daryl Zielsdorf
That the following policies be approved:

- Fire Regulations
- Maintenance of Real Property
- Heat and Ventilation Systems
- Pleasant and Comfortable Environment
- Food Handling, Hygiene

- Food Preparation , Cleaning and Sanitation
- Control of Food Storage and Handling
- Food Permits
- Menu Planning and Review
- Meal Scheduling
- Meal Service
- Texture-Modified Diets
- Housekeeping Services
- Laundry and Linen Supplies
- Emergency Preparedness
- Personal Laundry
- Personal Choice Services
- Non-Emergency Transportation
- Social, Leisure and Spiritual Opportunities
- Assistance with Information
- Application, Orientation, Exit and Contract Management
- Employment and Workplace Health and Safety Standards
- Involvement in Resident's Personal Affairs
- Screening Employees, Volunteers and Service Providers
- Corporate Status
- Insurance
- Information Management
- Contract Administration

Carried

Administration Policies

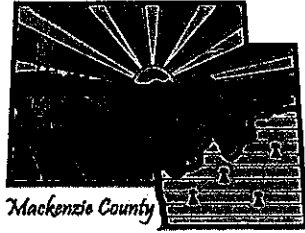
09-016

Moved by Ellis Forest

That the following policies be approved:

- Administrative Expectations
- Budgeting
- Communications
- Compensation and Benefits
- Financial Management
- Management of Staff

Carried



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 10, 2009
Presented By:	John Klassen, Director of Operations – South
Title:	Parks and Recreation Committee Meeting Minutes January 29, 2009

BACKGROUND / PROPOSAL:

The adopted minutes of the January 29, 2009 Parks and Recreation Committee meeting are attached.

OPTIONS & BENEFITS:

N/A

COSTS & SOURCE OF FUNDING:

N/A

RECOMMENDED ACTION:

That the Parks and Recreation Committee meeting minutes of January 29, 2009 be received for information.

Author: C. Friesen Review Date: _____ CAO 

**MACKENZIE COUNTY
PARKS AND RECREATION COMMITTEE**

January 29, 2009
10:00 am

Council Chambers
Fort Vermilion, Alberta

MINUTES

PRESENT:	Lisa Wardley	Chair, Councilor
	Peter Braun	Vice Chair, Councilor
	John W Driedger	Councilor
	Ray Toews	Councilor
ALSO PRESENT:	John Klassen	Director of Operations, South
	Ryan Becker	Director of Planning & Emergency Services (arrived at 11:44 am and left at 12:08 pm)
	Henry Klassen	Leadhand of Parks, Playgrounds, Solid Waste & Facilities
	Connie Friesen	Public Works Administrative Officer
	Joulia Whittleton	Director of Finance (left at 11:35 am)
DELEGATIONS:	Karen Holditch	Assistant CAO, Town of High Level (arrived 10:00 am)
	Simone Wiley	Manager of Development & Planning, Town of High Level (arrived 10:00 am)
	John Krahn	La Crete Ferry Campground Committee Member (arrived 11:20 am)
	George Unrau	La Crete Ferry Campground Committee Member (arrived 11:20 am)
	John Wiebe	La Crete Ferry Campground Committee Member (arrived 11:20 am)
	George Zacharias	La Crete Ferry Campground Committee Member (arrived 11:20 am)

CALL TO ORDER: 1. a) Call to Order
Councilor Wardley called the meeting to order at 10:12 am

AGENDA: 2. a) Adoption of Agenda

MOTION 09-001 **MOVED** by Councilor Braun

That the agenda be adopted as amended with the addition of:
6. a) Sunset Park
6. b) Wadlin Lake Power

CARRIED

DELEGATIONS: 4. a) Town of High Level (Hutch Lake) – 10:00 am

Councilor Wardley welcomed Simone Wiley & Karen Holditch from Town of High Level to the meeting. Introductions were made.

NEW BUSINESS:

5. a) Hutch Lake

Karen Holditch's understanding is that the Town of High Level has no interest at this time to commit funding or undertake the lease for Hutch Lake; they think it would be better to have the County take over the recreational lease.

John Klassen mentioned that the Parks and Recreation Committee was under the impression that the Town of High Level was going to enter a three way monetary partnership with the County and Provincial Parks with a commitment of funding and support. Karen then stated that it is not that the County could not come back with a request for funding contribution but at this time the Town of High Level is not ready to contribute.

Karen Holditch and Simone Wiley from the Town of High Level left the meeting at 10:40 am.

John Klassen will follow through with requesting a letter of funding for Hutch Lake from Provincial Parks.

AGENDA: 2. a) Adoption of Agenda

MOTION 09-002 **MOVED** by Councilor Braun

That the agenda be adopted as amended with the addition of:
6. c) Recreation Board Facilities List

CARRIED

NEW BUSINESS:

5. b) La Crete Ferry Campground

John Klassen provided the Committee a brief overview of the recreational lease for The La Crete Ferry Campground.

At this point the campground group is not a registered society and Joulia suggested to the Parks & Recreation Committee if The La Crete Ferry Campground Committee wanted to pursue with the lease prior to the registration of the society they could join a recreation board or agricultural society.

The Parks and Recreation Committee suggested the term of the sublease to have the same time period as the head lease with a review of the sublease every five years.

The Parks and Recreation Committee suggested that administration amend the sublease as follows:

1. f) should read "Permitted Use" means the operation and maintenance of a public recreational campsite/park-day use/campground."

Include a proper termination clause as well as a clause pertaining to campground fees having to be established in a non-discriminatory and comparable manner.

Councilor Wardley recessed the meeting at 11:12 am.

Councilor Wardley reconvened the meeting at 11:24 am.

- DELEGATIONS:**
4. b) La Crete Ferry Campground Committee – 11:00 am
Mike Kozij, Alberta Public Lands & Forests

Councilor Wardley welcomed the La Crete Ferry Campground and Dave Brown from SRD to the meeting. Introductions were made.

- NEW BUSINESS:**
5. b) La Crete Ferry Campground

Councilor Wardley went through the recreation lease and sublease briefly with The La Crete Ferry Campground.

John Krahn mentioned that the name for the campground would be The La Crete Ferry Campground Society once the registration was finalized. The lawyer is in process of registering the papers.

Peter Braun pointed out to the La Crete Ferry Committee that the County Image is available to the committee for inclusion of their advertising of the campground.

John Klassen recommended that the sublease be amended to include a "Schedule C" to incorporate a copy of the La Crete Ferry Campground Society status.

Dave Brown pointed out to the La Crete Ferry Campground Committee that their development plan that they presented at the meeting would need to be more detailed and recommended that

they use the template that he would forward onto County administration for submission to SRD.

Councilor Wardley recessed the meeting for lunch at 12:03 pm.

Dave Brown with SRD and The La Crete Ferry Campground Committee left at 12:41 pm.

Councilor Wardley reconvened the meeting at 12:42 pm.

MOTION 09-003

MOVED by Councilor Toews

That administration review and possibly incorporate comments from all stakeholders into the sublease and send for legal review and once complete bring the sublease back to the next Parks and Recreation Committee meeting.

CARRIED

MINUTES:

3. a) Adoption of the November 26, 2008 minutes

MOTION 09-004

MOVED by Councilor Driedger

That the minutes of November 26, 2008 Parks and Recreation Committee meeting be adopted as presented.

CARRIED

**NEW
BUSINESS:**

5. c) Machesis Lake Multi-Year Plans

That the Committee set up a meeting for preparing the multi-year plans for all County parks and campgrounds.

- a. Letter of Request – Gary Paine/Bunnie Green

MOTION 09-005

MOVED by Councilor Driedger

That administration send a letter to Gary Paine/Bunnie Green notifying them of the Committee's support of a one year term for their request to provide a concession at Machesis Lake as long as the current contractor does not wish to, they obtain the correct permits and as long as there is no cost or liability to the County.

CARRIED

- d) Request for Improvement Letters to SRD and Provincial Parks

MOTION 09-006

MOVED by Councilor Toews

That the letters be received for information.

CARRIED

- e) 2009 Parks Inventory and Budgeted Items

Councilor Toews recommends putting two concrete picnic tables at DA Thomas Park.

MOTION 09-007

MOVED by Councilor Braun

That administration proceeds with obtaining quotes for a ramp at Atlas Landing and purchase floating dock material with the remaining dollar amount.

CARRIED

Councilor Wardley recessed the meeting at 1:49 pm.

Councilor Wardley reconvened the meeting at 1:59 pm.

**ADDITIONAL
ITEMS:**

- 6. a) Sunset Park

Councilor Toews brought the committee up to date on the creation of another park (Sunset Park) by the Board of Trade along River Road. He mentioned that the Board of Trade would appreciate the County providing the picnic tables and firepits for the park. The committee suggested that Councilor Toews mention to the Board of Trade that they should bring forth a request to the Parks and Recreation Committee for the new park to be included in the parks policy.

MOTION 09-008

MOVED by Councilor Driedger

That the Sunset Park be received for information.

CARRIED

- b) Wadlin Lake Power

MOTION 09-009

MOVED by Councilor Driedger

That Wadlin Lake Power be received for information.

CARRIED

c) Recreation Boards Facilities List

For information.

**NEXT MEETING
DATE:**

7. a) Parks and Recreation Committee Meeting

The next Parks and Recreation Committee meeting is scheduled for February 26, 2009 at 12:00 noon in Fort Vermilion Council Chambers.

The Parks Planning meeting is scheduled for March 27, 2009 at 10:00 am.

ADJOURNMENT:

8. a) Adjournment

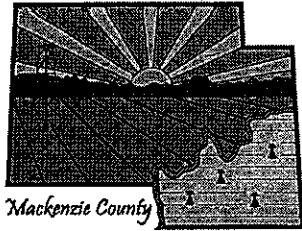
MOTION 09-010

MOVED by Councilor Braun

That the Parks and Recreation Committee meeting be adjourned at 2:41 pm.

CARRIED

These minutes were adopted this _____ day of _____, 2009.



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 10, 2009
Presented By:	William Kostiw, Chief Administrative Officer
Title:	Municipal Planning Commission Meeting Minutes February 9, 2009

BACKGROUND / PROPOSAL:

Information item. The adopted minutes of the February 9, 2009 meeting are attached.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

RECOMMENDED ACTION:

That the Municipal Planning Commission meeting minutes of February 9, 2009 be received for information.

Author: C. Gabriel

Review By: _____

CAO

**Mackenzie County
Municipal Planning Commission Meeting**

**Heritage Centre
La Crete, Alberta**

Monday, February 9, 2009 at 10:00 a.m.

PRESENT

Peter Braun	Chair, Deputy Reeve
Beth Kappelar	Vice Chair, MPC Member
Ed Froese	Councillor
Jack Eccles	MPC Member
Manfred Gross	MPC Member
Ryan Becker	Director of Planning and Emergency Services
Marion Krahn	Development Officer
Liane Lambert	Development Officer
Sarah Martens	Planning Administrative Support

1. CALL TO ORDER

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

2. ADOPTION OF AGENDA

MOTION 09-37 **MOVED** by Beth Kappelar

That the agenda be adopted as presented.

CARRIED

3. MINUTES

a) Adoption of Minutes

MOTION 09-38 **MOVED** by Jack Eccles

That the minutes of the January 28, 2009 Municipal Planning Commission meeting be adopted as amended.

6c) Bylaw 682/08

Steven Casault (Optimal Enterprises Ltd.)

Plan 992 6294, Lot 1 (NE 7-109-19-W5M), High Level Rural

CARRIED

b) Business Arising from Previous Minutes

The Municipal Planning Commission discussed bringing the Urban Development Standards (Policy No: DEV001) forward to Council to change the road requirements from cold mix to hot mix.

4. DEVELOPMENT

**a) Development Permit Application 11-DP-09
Fort Vermilion Community Complex; Addition (Change Rooms)
Plan 580KS, Lot N; Fort Vermilion**

MOTION 09-39 **MOVED** by Manfred Gross

That Development Permit 11-DP-09 on Plan 580KS, Lot N in the name of Fort Vermilion Community Complex 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. Minimum building setbacks: 41.15 meters (135 feet) from any road allowances and 15.24 meters (50 feet) from any property line.**
2. Comply with applicable legislation under the Public Health Act and obtain the appropriate approvals prior to commencement of development, if required. Contact the Health Inspector at 780-926-7000.
3. The total site area (lot) shall have a positive surface drainage without adversely affecting the neighbouring properties.

CARRIED

**b) Development Permit Application 12-DP-09
James Gardiner; Senior Citizen Home
(Emergency Heating Fuel Supply – 500 gallon Propane Tank)
Plan 862 2277, Block 11, Lot 9; La Crete**

MOTION 09-40 **MOVED** by Beth Kappelar

That Development Permit 12-DP-09 on Plan 862 2277, Block 11, Lot 9 in the name of James Gardiner 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 permit approval is for a 500 gallon propane tank.**
2. **The Developer must install steel Bollards around the perimeter of the propose propane tank. Bollards are required to be steel, 10 inches in diameter, a minimum of 3 feet above and below ground, and reinforced with concrete. A minimum of three Bollards shall be placed at each end of the tank and reinforced across the top with a steel cross member.**
3. The developer is required to notify Mackenzie County upon completion of the installation of the propane tank and a satisfactory inspection by Mackenzie County is required before the tank use.
4. Minimum setbacks: 10 feet (3.05 meters) from any combustible wall, 5 feet (1.5 meters) from the east side yard, 25 feet (7.62 meters) from the west side yard, 25 feet (7.62 meters) rear yard, 10 feet (3.05 meters) from any combustible wall and 15 feet (4.57 meters) from any parking lot **or the setbacks required by Safety Codes, whichever is greater.**
5. No construction or development is allowed on a right-of-way.
6. The total site area (lot) shall have a positive surface drainage without adversely affecting the neighbouring properties.

CARRIED

5. **SUBDIVISION**

- a) **Subdivision Application 10-SUB-05**
Part of NW 35-105-15-W5M and Part of SW 35-105-15-W5M
La Crete Rural
Abe and Susan Banman

MOTION 09-41 **MOVED** by Jack Eccles

That the Subdivision Application 10-SUB-05 in the name of Abe and Susan Banman of Part of NW 35-105-15-W5M and Part of SW-35-105-15-W5M be tabled for further information.

CARRIED

6. **MISCELLANEOUS ITEMS**

- a) **2009 Annual Community Planning Association of Alberta**
Conference “Open Space Planning and Community Design”

Ryan Becker and Peter Braun will be attending the Open Space Planning and Community Design Conference.

- b) **Proposed Area Structure Plan Revision**
SW 9-106-15-W5M; La Crete
Pine Ridge Logging Ltd.

MOTION 09-42 **MOVED** by Jack Eccles

That the development staff continue to negotiate with Pineridge Logging Ltd. on the proposed area structure plan revision for Part of SW 9-106-15-W5M.

CARRIED

- c) **Action List**

The Action List of January 28, 2009 was reviewed.

7. **IN CAMERA**

There were no In Camera items to discuss.

8. NEXT MEETING DATES

Municipal Planning Commission meeting dates are scheduled as follows:

- ❖ February 25, 2009 at 1:00 p.m. in Fort Vermilion
- ❖ March 16, 2009 at 10:00 a.m. in La Crete
- ❖ April 1, 2009 at 10:00 a.m. in La Crete

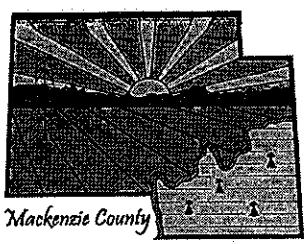
9. ADJOURNMENT

MOTION 09-43 **MOVED** by Ed Froese

That the Municipal Planning Commission meeting be adjourned at 10:37 a.m.

CARRIED

These minutes were adopted this 25 day of February, 2009.



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 10, 2009
Presented By:	Ryan Becker, Director of Planning and Emergency Services
Title:	PUBLIC HEARING Bylaw 701/09 Land Use Bylaw Amendment to Vary Minimum Hamlet Country Residential Lot Sizes of SE 10-106-15-W5M (La Crete)

BACKGROUND / PROPOSAL:

Bylaw 701/09, being a Land Use Bylaw amendment to vary the minimum 2 acre lot size for Part of SE 10-106-15-W5M, received first reading at the February 10th, 2009 Council meeting.

OPTIONS & BENEFITS:

The intent of this bylaw is to correct a previous Land Use Bylaw amendment that increased the minimum lot sizes for Hamlet Country Residential zoning districts without providing adequate notice to the affected landowners. This change increased the minimum lot sizes from no (0) minimum to 2 acres when connecting to municipal servicing. The developers felt that they had not been informed of the proposed change which greatly impacted the future development of their lands.

The current La Crete Area Structure Plan (ASP) shows a range of lot sizes for this area, from 1.47 to 2.47 acres, which is in conflict with the minimum requirements of the County Land Use Bylaw. Both the Municipal Planning Commission and the Planning Department feel that the issuance of a variance to allow the remaining lands to be subdivided as shown in the ASP would serve to resolve this matter. The landowner/developer supports the proposed variance.

This matter was reviewed by FOCUS Corporation who indicated that the water and sewer servicing for this area was designed to include the lot layout as shown in the ASP.

Author: Marion Krahn, Development Officer	Reviewed by: Ryan N. Becker, Director of Planning	CAO
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COSTS & SOURCE OF FUNDING:

N/A.

RECOMMENDED ACTION:

MOTION 1:

That second reading be given to Bylaw 701/09 being a Land Use Bylaw amendment granting a variance of the minimum lot sizes within SE 10-106-15-W5M in order to allow the subdivision of lots smaller than 2 acres (0.81 hectares) in size, as shown in the La Crete Area Structure Plan (Bylaw 508/05), with the understanding that the Municipal Planning Commission will make the decision on the subdivision application (s) after review of all pertinent subdivision information.

MOTION 2:

That third reading be given to Bylaw 701/09 being a Land Use Bylaw amendment granting a variance of the minimum lot sizes within SE 10-106-15-W5M in order to allow the subdivision of lots smaller than 2 acres (0.81 hectares) in size, as shown in the La Crete Area Structure Plan (Bylaw 508/05), with the understanding that the Municipal Planning Commission will make the decision on the subdivision application (s) after review of all pertinent subdivision information.

*Frank Goetzman (land owner)
spoke in support of variance*

*was an area structure plan
& minimum segment changed*

*has town water & sewer which was
designed using the ASP.*

questu re MR

Author: Marion Krahn,
Development Officer

Reviewed by: Ryan N. Becker,
Director of Planning

CAO

Mackenzie County

PUBLIC HEARING FOR LAND USE BYLAW AMENDMENT

BYLAW _____

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. 701/09

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

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

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

WHEREAS, Mackenzie County has a Municipal Development Plan adopted in 1995 and revised in 2003, 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 grant a variance of the minimum lot sizes within the following prescribed Rural Country Residential Subdivision.

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

1. That a variance of the minimum lot sizes within SE 10-106-15-W5M be granted to allow the subdivision of lots smaller than 2 acres (0.81 hectares) in size, as shown in the La Crete Area Structure Plan (Bylaw 508/05).

First Reading given on the _____ day of _____, 2009.

Second Reading given on the _____ day of _____, 2009.

Third Reading and Assent given on the _____ day of _____, 2009.

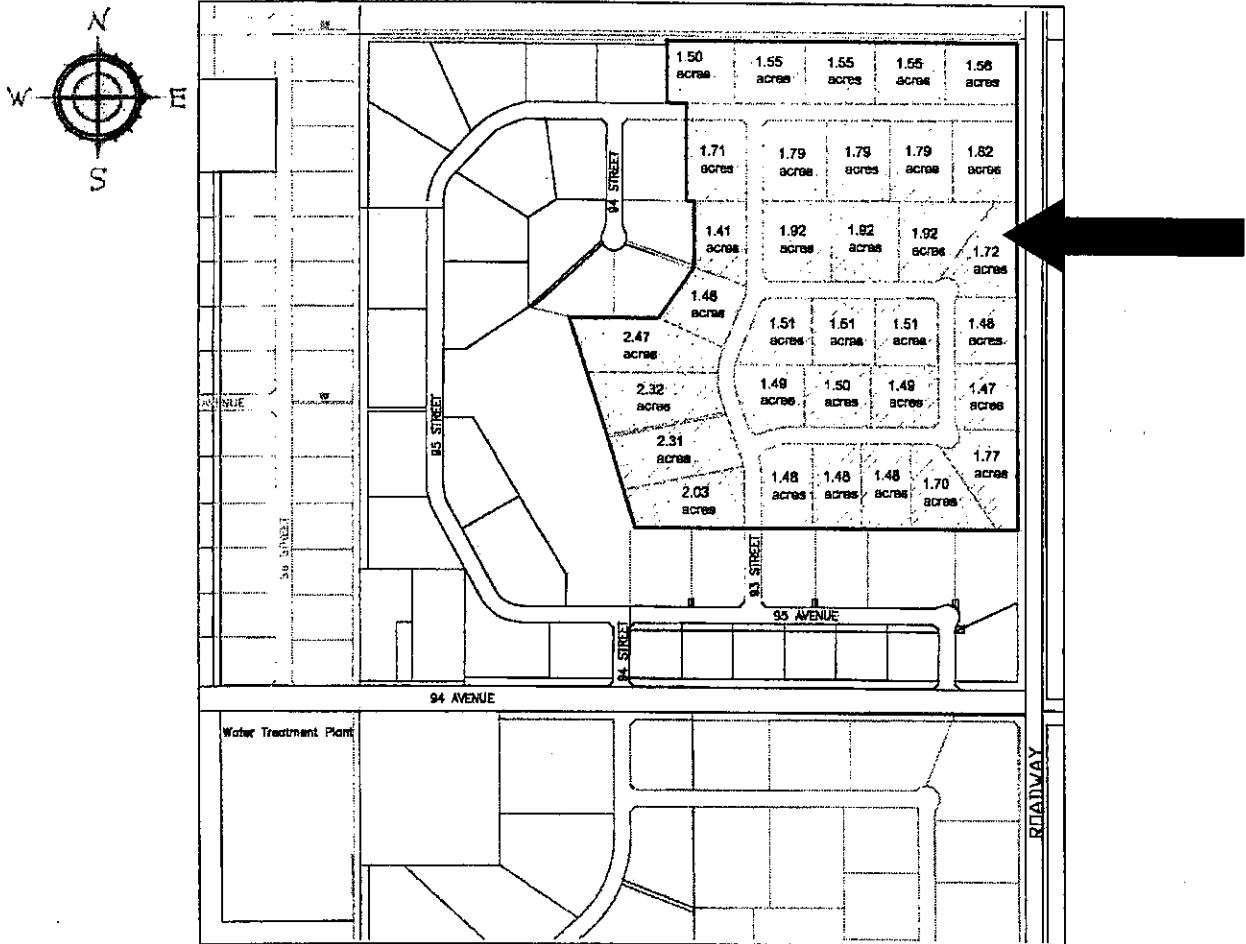
REEVE

CHIEF ADMINISTRATIVE OFFICER

BYLAW No. 701/09

SCHEDULE "A"

1. That a variance of the minimum 2 acre lot size be granted for the property known as Part of SE 10-106-15-W5M (North Country Acres), within the Hamlet of La Crete, as highlighted below, to allow subdivision of lots smaller than 2 acres in size.



Greg Newman, Reeve

William Kostiw, Chief Administrative Officer

EFFECTIVE THIS _____ DAY OF _____, 2009.

Candidates discuss issues at forum

Susan McNell

Six of the 11 candidates running for the position of councillor for Tallcree First Nation were at a forum in Fort Vermilion this week.

The election, the first since 51 per cent of Tallcree band members voted to adopt a custom election code last year, will be held on Monday, March 2.

Candidates were given a pre-selected list of questions to answer before the floor was opened to the public for comment at the Tuesday, February 24 forum.

The first question was the easiest as the candidates explained why they are running.

Graham Courtoreille explained that he would like to see people have a better quality of life on the reserves.

He also said the band needs to manage its finances better whether it is by paying bills on time or using the income earned from a trust fund wisely.

Stewart Auger said he sees housing and education as the two most serious issues. Children are entitled to a better quality education and the band should pursue getting money back from those who have acquired it wrongly.

The third candidate to speak, Dwayne Auger, said he is running because he is a good listener, heeds the advice of the elders, is honest and is good with paperwork and organization.

Michael Hamelin said changes are needed in leadership and administration at the band office. People should have their concerns responded to when they call.

Off-reserve members should receive more help since the band is getting funding for them.

Angus Moberly promised to work for the betterment of the people. He also said there should be paper trails for everything so that where money is spent can be tracked.

The last candidate, Dennis Meneen, said there needs to be a greater focus on children today, the different communities should be united and the financial crisis needs to be addressed.

The band is in jeopardy of losing \$1 million annually if the current council agrees to sign a one year FTA with Indian Affairs

rather than keeping the deal they had.

Asked what they would like to achieve if elected, answers ranged from unity to more open communication from the band office.

In Auger's opinion, the top two problems facing the band are the fact that elders are not being taken care of due to lack of funding and even transportation to where they need to go.

The second issue is students being transferred to the public school system and how they are affected. Dwayne Auger said when he started at Fort Vermilion Public School, he was bumped back a grade several times. Students in this situation should get help through tutoring.

Hamelin felt that council should address increasing employment chances on reserve for youth and adults.

For Moberly, the top two issues were education and finding a way to bring elders and youth together so that skills like hunting can be passed on.

Meneen agreed that education is a top priority. Tallcree students need to be at the curriculum level and staff should be kept longer.

Housing is also an issue, he said. Every reserve house has a maintenance issue of some description despite the fact that 17 people are employed in that department by the band.

Elders should not have to look at mice running in the crawl space under a home while they are in the bathroom. All tradespeople hired by the band need to be certified in their trade.

Courtoreille said his top two issues are why the band is spending so much money hiring consultants when the money would be better spent directly on the people. He also felt maintenance is an issue.

In Stewart Auger's opinion, education and learning at grade level are important as is making sure that federal funding is budgeted so that it lasts throughout the year.

Candidates were then asked, given the fact that Tallcree is entering into co-management with INAC, how would they make sure the budget is balanced.

For Hamelin, one solution would be to dismiss staff who are not earning

their wages.

Moberly agreed, saying that the deficit could be chipped away at by eliminating staff who are not doing their jobs.

Meneen said that whoever is elected chief and council will need to find the best way to spend money.

Courtoreille admitted that it will be hard to overcome a million dollar loss in funding, even if dollars like the \$350,000 earned annually from the trust fund is used in a better way.

Stopping spending in areas like consultant's fees at seven or eight thousand dollars per month would also help.

Stewart Auger's comment was to ask how much the band owes and to stated that it will be a challenge to balance a budget.

For Dwayne Auger, each staff member should have only one job title and not be receiving multiple pay cheques for multiple titles. The best people for the job should be hired, using education as a criteria with the council, chief and elders approving decisions.

As far as healing rifts that have formed between the various political fac-

tions, most candidates agreed the best way is through social events like tea dances.

One issue that will have to be dealt with first is to find a way to have Indian Affairs recognize them as chief and council rather than those elected last year.

Valerie Clarke, who has been the main push behind the adoption of the custom election code, said she received a letter from a deputy minister at Indian Affairs saying that they will recognize a new chief and council if the Federal Court makes the decision.

Returning officer Dylan Thomas said that INAC has the power to acknowledge the new council if it chooses to.

Issues in Tallcree first came to a head in 2008 after a general election. Some results were appealed but then returning officer Stephen Didzema could not find an appeal mechanism under the guidelines that were being used.

He recommended a new election but withdrew his recommendation which some, including those involved in the current effort to change the council, have said was under the threat of legal

action.

Discussion after the forum was over revolved over how to force the issue. Going through the court system will be expensive and, as one member of the public warned, will take years of effort and time for those who win.

She said candidates had better be prepared to do

what is needed or that shouldn't bother running. The other suggestion was to gather a group of supporters and take over the band office.

INAC will be more likely to recognize them, and the March 2 election results if, they apply political pressure was one comment.

NOTICE OF APPLICATION

ALBERTA SUSTAINABLE RESOURCE DEVELOPMENT

Forestry
Upper Hay Area

This is to inform all Contractors within the Upper Hay Area that the Fireline and Mobile Equipment Rental Agreement (with operator) are available for pick up at the Footner Lake Administration Building, which is located on Airport Road at Footner Lake (Approximately 10 km North of High Level). This Contract will be valid from April 1st, 2009 to March 31st, 2012.

The following documents are required to establish an agreement with the Department:

1. Worker's Compensation Board certificate (letter or a letter stating eligibility for account.
2. Certificate of Insurance - Must use the Schedule "B" attached to the Agreement.
3. Certificate of Recognition (COR) - if available
4. Equipment List - Must use the Equipment List form attached to Agreement.

Information sessions will be announced at a later date where we will discuss revisions to the contract, completion of time tickets, payment and address any concerns you may have.

For more information please contact:
Leah Patmore, Forestry Contract Clerk, Phone: 780-926-5444

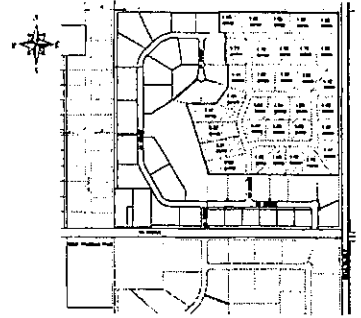
Alberta

MACKENZIE COUNTY

NOTICE OF PUBLIC HEARING
PROPOSED LAND-USE BYLAW NO 701/09

PURSUANT TO THE MUNICIPAL GOVERNMENT ACT, being Chapter M-26 of the Statutes of Alberta, notice is hereby given that the Council of Mackenzie County will hold a public hearing prior to the second reading of Bylaw No. 701/09 for an amendment to Land-Use Bylaw No. 462/04. The proposed amendment is:

That a variance of the minimum 2 acre lot size be granted for the property known as Part of SE 10-108-15-W5M (North Country Acres), within the Hamlet of La Crete, as highlighted below, to allow subdivision of lots smaller than 2 acres in size.



The Public Hearing is to be held at 1:00 p.m., Tuesday, March 10, 2009 in the Mackenzie County Council Chamber in Fort Vermilion. The proposed bylaw may be viewed at the Mackenzie County office in La Crete during regular office hours. Please submit written submissions to the Development Officer prior to 4:30 p.m., Friday, March 6, 2009. If you have any questions regarding the hearing, or the bylaw, please call Mackenzie County's Development Officer at 780-928-3983.

USED PRINTING PLATES FOR SALE

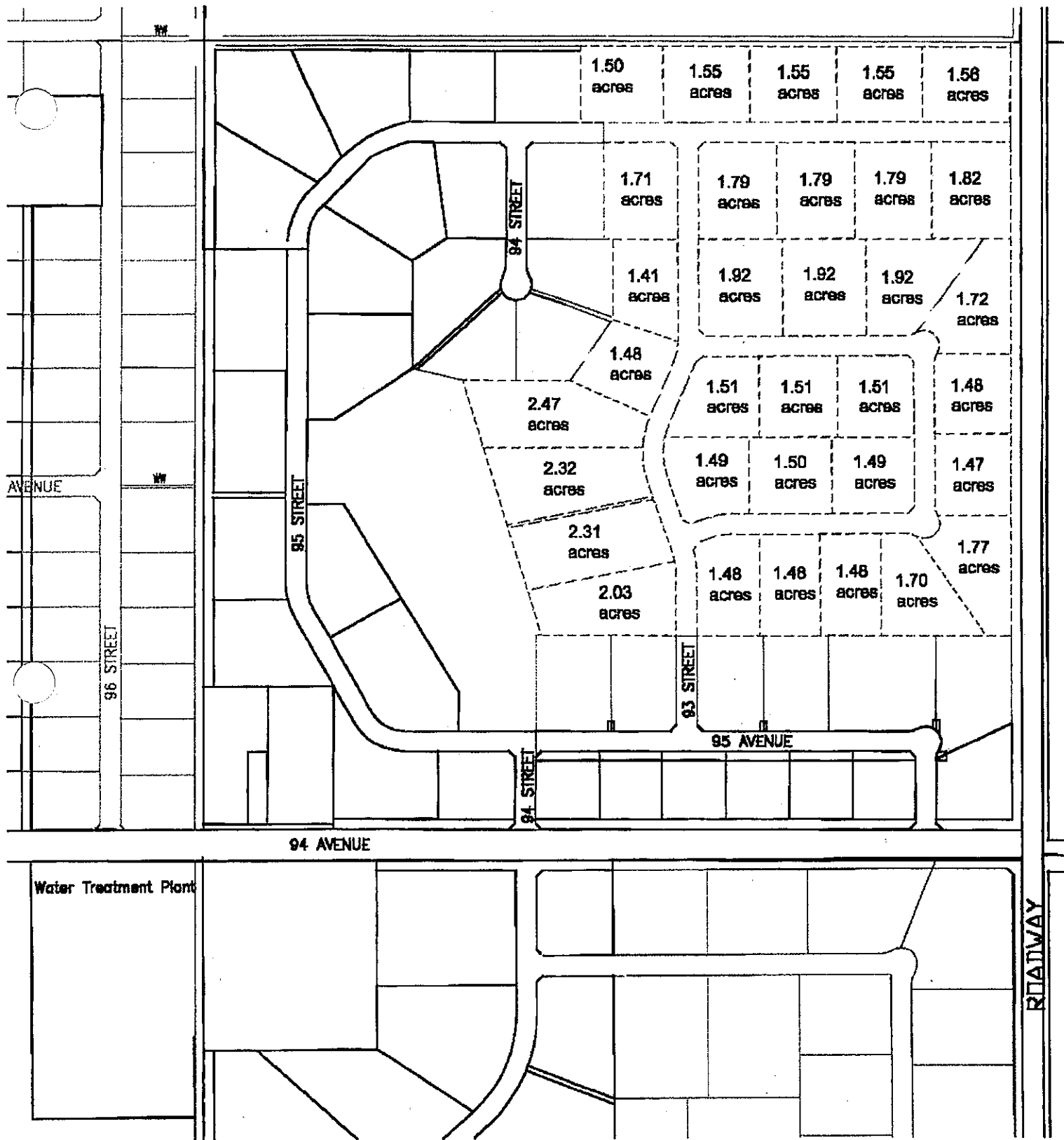
Aluminum Printing Plates available at The Echo.

Ideal for roofing, building repairs & many other applications for sheet metal.

Plate measures...
35" x 23" x .008" (thickness).

**.50 each or
100 for \$40.00!**

CALL THE ECHO
780-926-2000





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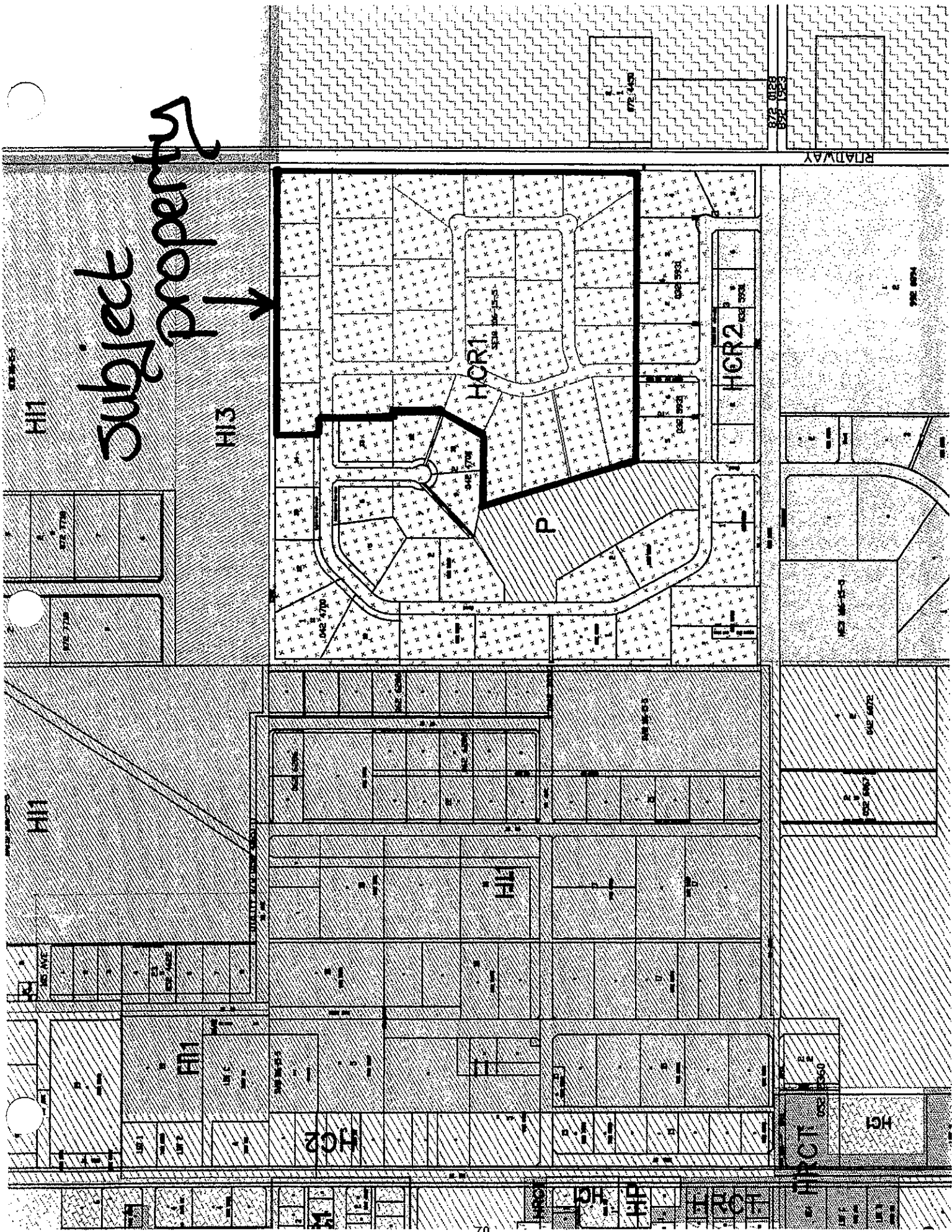
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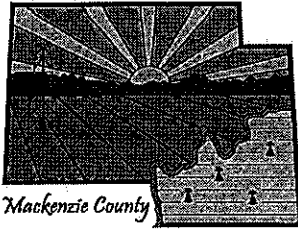
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05W10 106-45-6

Subject Property





MACKENZIE COUNTY REQUEST FOR DECISION

Meeting: Regular Council Meeting

Meeting Date: March 10, 2009

Presented By: Ryan Becker, Director of Planning and Emergency Services

Title: PUBLIC HEARING
Bylaw 702/09 Land Use Bylaw Amendment to Rezone
Part of NE 17-106-15-W5M, Plan 012 1021, Block 1, Lot 1 and
Plan 042 0507, Block 1, Lots 3 through 9 from
Rural Country Residential District 2 "RC2" to
Rural Country Residential District 1 "RC1"
(La Crete Rural)

BACKGROUND / PROPOSAL:

Bylaw 702/09, for the rezoning of Part of NE 17-106-15-W5M, Plan 012 1021, Block 1, Lot 1, and Plan 042 0507, Block 1, Lots 3 through 9 from Rural Country Residential District 2 "RC2" to Rural Country Residential District 1 "RC1", received first reading at the February 10th, 2009 Council meeting.

OPTIONS & BENEFITS:

The original bylaw (291/01), to rezone the lands from Agricultural District 1 (A1) to Rural Country Residential District (RC), was requested by the John Fehr who intended to develop country residential lots for houses. Several changes were completed after Bylaw 291/01, as outlined below:

- Bylaw 413/04, passed April 6, 2004, added Rural Country Residential District 4 (RC4) and deleted the RC zoning district,
- Bylaw 462/04 (current Land Use Bylaw), passed August 23, 2004, included the replacement of the RC zoning district with Rural Country Residential District 2 (RC2).

Advertisement and notification for Bylaw 413/04 and 462/04 were not completed correctly and therefore it stands to reason that the affected landowners were not aware

Author: Marion Krahn,
Development Officer

Reviewed by: Ryan N. Becker,
Director of Planning

CAO

of the changes. The intent of Bylaw 702/09 is to correct the un-notified changes made to the zoning of NW 17-106-15-W5M.

The following chart outlines the uses of both the original and current zoning districts:

Original RC zoning uses (Bylaw 291/01)	Current RC2 zoning uses (Bylaw 462/04)
<p>Permitted Uses</p> <p>(1) <i>Single detached dwelling</i></p>	<p>Permitted Uses</p> <p>(1) <i>Ancillary building or use</i> (2) <i>Mobile Home</i></p>
<p>Discretionary Uses</p> <p>(1) <i>Modular home</i> (2) <i>Mobile home</i> (3) <i>Ancillary building or use</i> (4) <i>Bed and breakfast</i> (5) <i>Home based business</i> (6) <i>Public use</i> (7) <i>Garden suite</i></p>	<p>Discretionary Uses</p> <p>(1) <i>Bed and breakfast</i> (2) <i>Garden suite</i> (3) <i>Home based business</i> (4) <i>Intensive recreation use</i> (5) <i>Modular Homes</i> (6) <i>Public use</i> (7) <i>Single Family Dwelling</i></p>

Both the MPC and the Planning Department believe that rezoning the lands to Rural Country Residential District 1 (RC1) would serve to correct this matter since this zoning district allows houses and is similar to the original RC zoning. The uses included in the RC1 zoning district are as follows:

<p>Permitted Uses</p> <p>(1) <i>Ancillary building or use</i> (2) <i>Dwelling - Single detached</i></p>
<p>Discretionary Uses</p> <p>(1) <i>Bed and breakfast</i> (2) <i>Garden suite</i> (3) <i>Home based business</i> (4) <i>Intensive recreation use</i> (5) <i>Modular home</i> (6) <i>Public use</i></p>

A rezoning application has been processed for Plan 042 0507, Block 1, Lot 2 and therefore it is not included in this bylaw.

Author: Marion Krahn,
 Development Officer

Reviewed by: Ryan N. Becker,
 Director of Planning

CAO

COSTS & SOURCE OF FUNDING:

All costs will be borne by Mackenzie County.

RECOMMENDED ACTION:

MOTION 1:

That second reading be given to Bylaw 702/09 being a Land Use Bylaw amendment to rezone Part of NE 17-106-15-W5M, Plan 012 1021, Block 1, Lot 1 and Plan 042 0507, Block 1, Lots 3 through 9 from Rural Country Residential District 2 "RC2" to Rural Country Residential District 1 "RC1".

MOTION 2:

That third reading be given to Bylaw 702/09 being a Land Use Bylaw amendment to rezone Part of NE 17-106-15-W5M, Plan 012 1021, Block 1, Lot 1 and Plan 042 0507, Block 1, Lots 3 through 9 from Rural Country Residential District 2 "RC2" to Rural Country Residential District 1 "RC1".

Author: Marion Krahn,
Development Officer

Reviewed by: Ryan N. Becker, CAO
Director of Planning

Mackenzie County

PUBLIC HEARING FOR LAND USE BYLAW AMENDMENT

BYLAW _____

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. 702/09

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

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

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

WHEREAS, Mackenzie County has a Municipal Development Plan adopted in 1995 and revised in 2003, 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 single family dwellings (houses).

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

1. That the land use designation of the subject parcels known as Part of NE 17-106-15-W5M, Plan 012 1021, Block 1, Lot 1 and Plan 042 0507, Block 1, Lots 3 through 9 be rezoned from Rural Country Residential District 2 "RC2" to Rural Country Residential District 1 "RC1", as outlined in Schedule "A".

First Reading given on the _____ day of _____, 2009.

Second Reading given on the _____ day of _____, 2009.

Third Reading and Assent given on the _____ day of _____, 2009.

REEVE

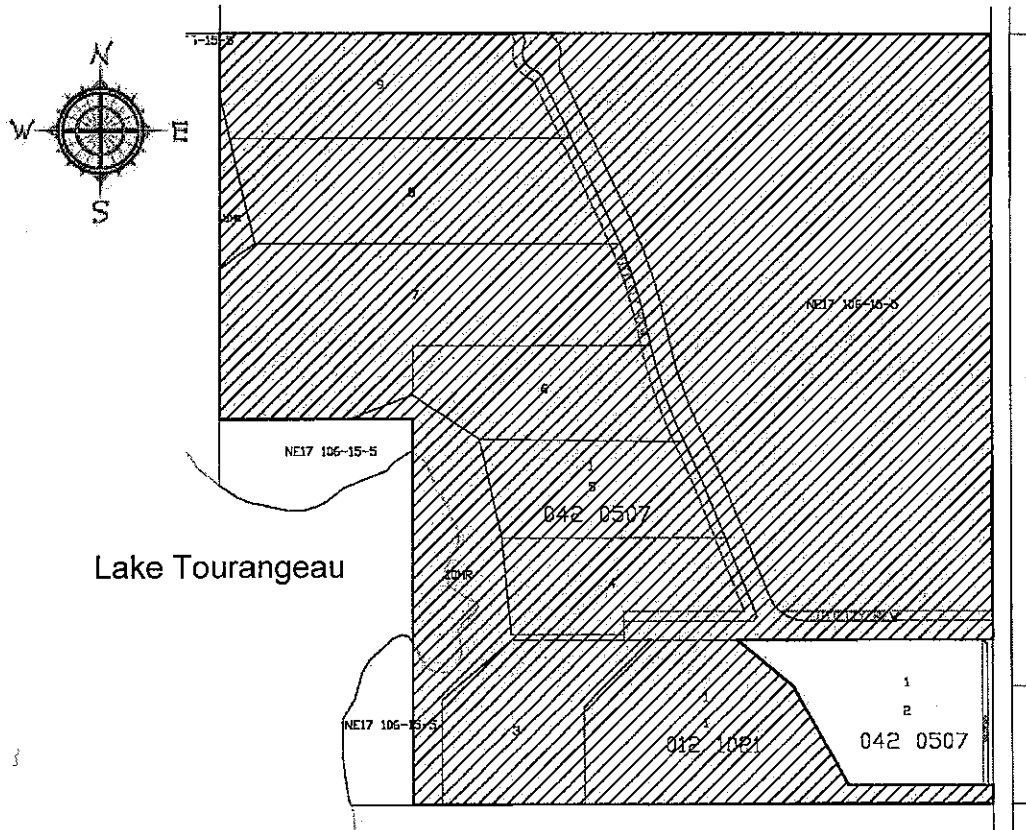
CHIEF ADMINISTRATIVE OFFICER

BYLAW No. 702/09

SCHEDULE "A"

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

Part of NE 17-106-15-W5M, Plan 012 1021, Block 1, Lot 1 and Plan 042 0507, Block 1, Lots 3 through 9, northwest of the Hamlet of La Crete, be rezoned from Rural Country Residential District 2 "RC2" to Rural Country Residential District 1 "RC1".



FROM: Rural Country Residential District 2 "RC2"

TO: Rural Country Residential District 1 "RC1"

Greg Newman
Reeve

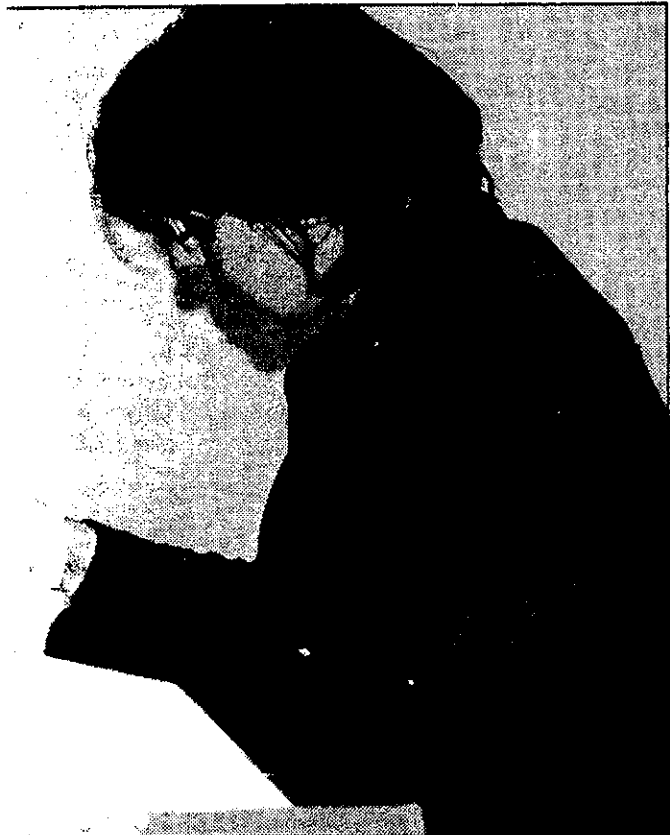
William Kostiw
Chief Administrative Officer

EFFECTIVE THIS _____ DAY OF _____, 2009.

health check

not having healthy heart. After filling out information on age, gender and heredity factors, physical activity and tobacco use questions were asked. Every person got weighed (in private) and had their height and waists measured. From there, a test was done on blood sugar levels, followed by blood pressure and cholesterol/triglycerides

tests. People with issues talked with a health care practitioner who advised them on what they should do next. Information was available on everything from getting into a weight goal to managing diabetes and healthy eating. Healthy snacks like fruit and cheese were available.



Using the finger poke method at a Health Fair in Fort Vermilion on

- Prose and poetry: We are a newspaper and not a literary magazine. There are places for short stories and poetry.
- The only time we will publish such material is if the item is, in itself, newsworthy. Winning a competition with a poem or story is a good reason.
- On occasion we will invite such material in special publications such as our annual Christmas edition.
- Anonymous letters: If the writer doesn't believe

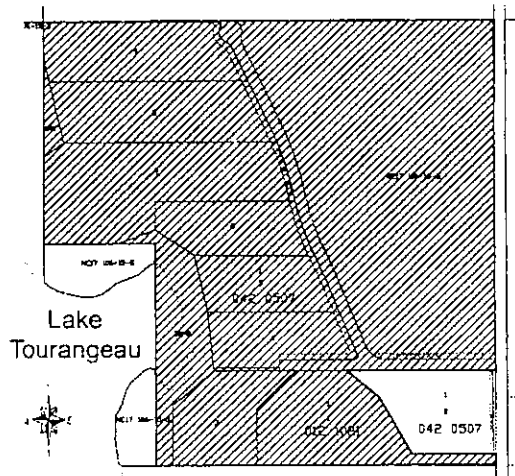


MACKENZIE COUNTY

NOTICE OF PUBLIC HEARING PROPOSED LAND-USE BYLAW NO 702/09

PURSUANT TO THE MUNICIPAL GOVERNMENT ACT, being Chapter M-26 of the Statutes of Alberta, notice is hereby given that the Council of Mackenzie County will hold a public hearing prior to the second reading of Bylaw No. 702/09 for an amendment to Land-Use Bylaw No. 462/04. The proposed amendment is:

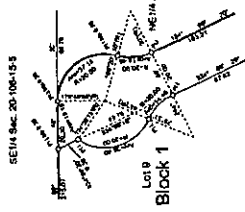
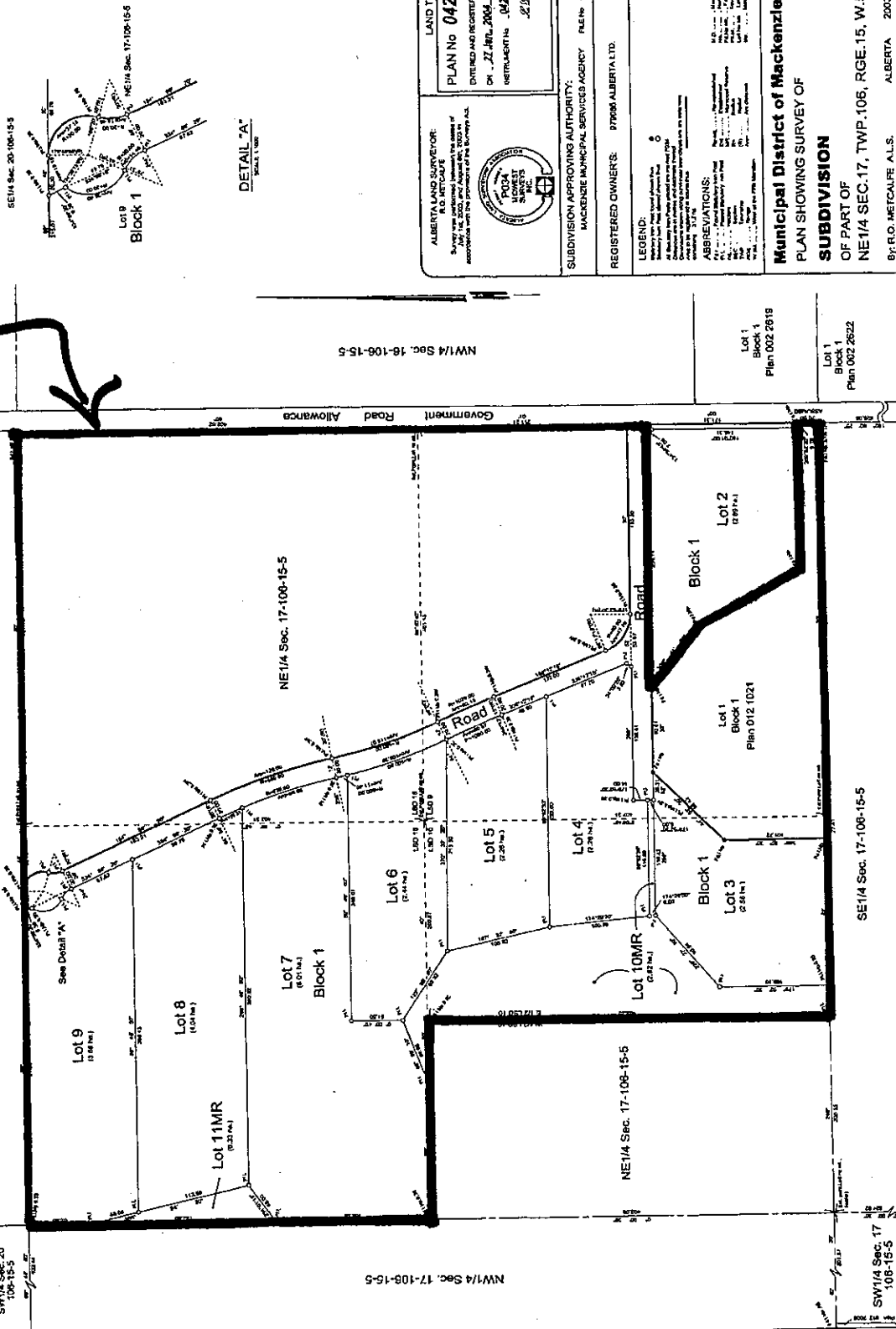
That the property known as Aspen Lake Estates (near Lake Tourangeau), northwest of the Hamlet of La Crete, consisting of Part of NE 17-106-15-W5M, Plan 012 1021, Block 1, Lot 1 and Plan 042 0507, Block 1, Lots 3 through 9, as highlighted below, be rezoned from Rural Country Residential District 2 "RC2" to Rural Country Residential District 1 "RC1". The intent of this Bylaw is to allow the construction of Single Family Dwellings (houses).



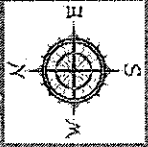
The Public Hearing is to be held at 1:00 p.m., Tuesday, March 10, 2009 in the Mackenzie County Council Chamber in Fort Vermilion. The proposed bylaw may be viewed at the Mackenzie County office in La Crete during regular office hours. Please submit written submissions to the Development Officer prior to 4:30 p.m., Friday, March 6, 2009. If you have any questions regarding the hearing, or the bylaw, please call Mackenzie County's Development Officer at 780-928-3983.

CLASSIFIED ADS

Subject Property



<p>ALBERTA LAND SURVEYOR: R.O. METCALFE Survey was conducted in accordance with the Survey Act and Regulations and is approved with the provisions of the Survey Act.</p> <p>LAND TITLES PLAN No 042 0507 ENTERED AND REGISTERED ON 21 APR 2004 BY REGISTRATION OFFICE OF THE REGISTRAR ALBERTA</p>	<p>ALBERTA LAND SURVEYOR: R.O. METCALFE Survey was conducted in accordance with the Survey Act and Regulations and is approved with the provisions of the Survey Act.</p> <p>REGISTERED OWNERS: PETER ALBERTA LTD.</p> <p>SUBDIVISION APPROVING AUTHORITY: MACKENZIE MUNICIPAL SERVICES AGENCY FILE No 042016</p> <p>LEGEND:</p> <p>ABBREVIATIONS:</p> <p>Municipal District of Mackenzie No. 23 SUBDIVISION PLAN SHOWING SURVEY OF NE 1/4 SEC. 17, TWP. 106, RGE. 15, W. 5M. BY R.O. METCALFE A.L.S. ALBERTA 2003</p> <p>Scale = 1:2000 Date: 17/04/04 Drawn by: DM Check by: PM/EDM</p>
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NE17-106-15-5

UTILITY RW (042 0509)

UTILITY RW (042 0508)

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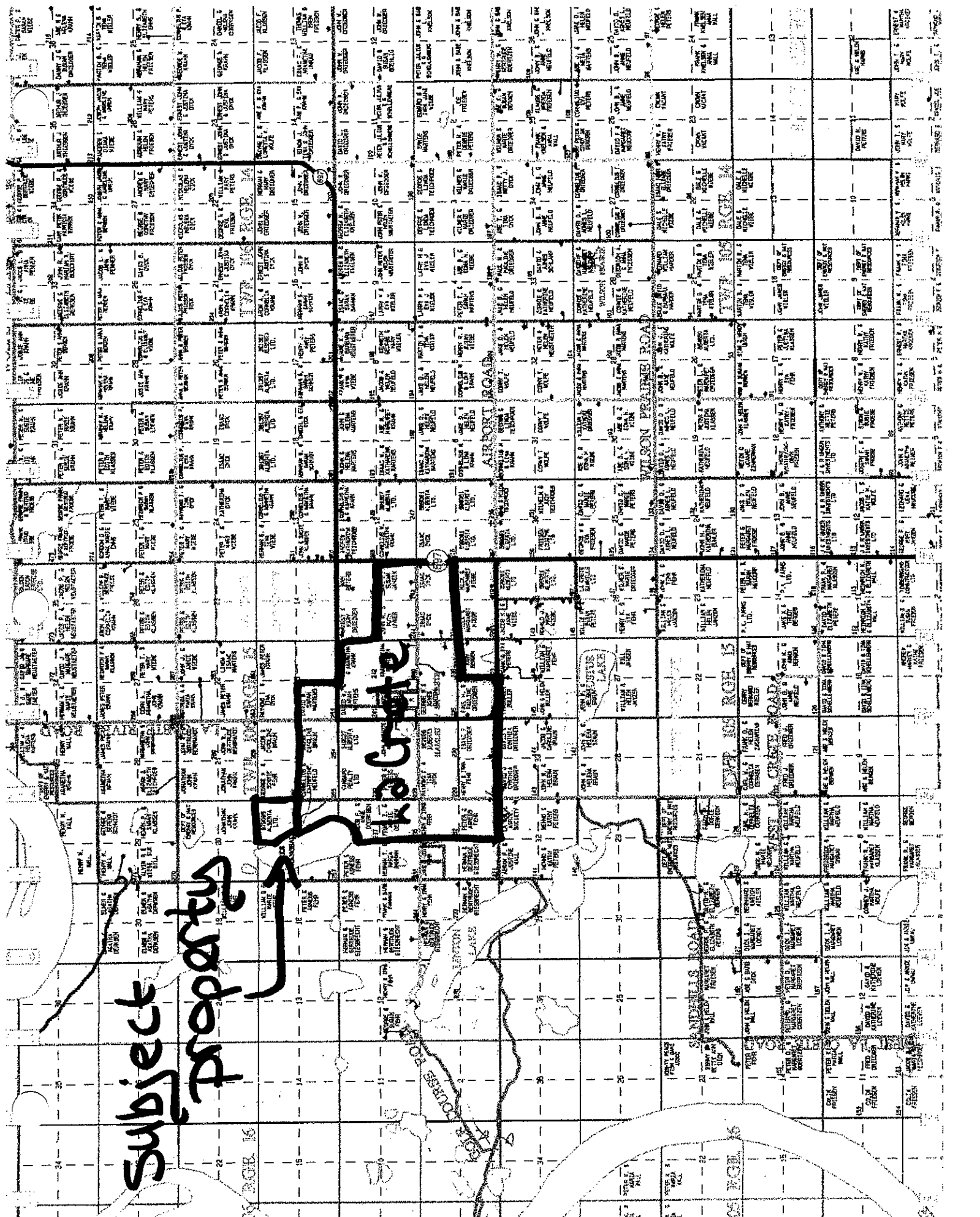
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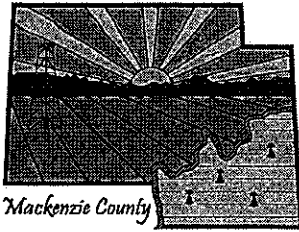
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Subject Property

LaGrange





MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 10, 2009
Presented By:	William Kostiw, Chief Administrative Officer
Title:	CAO & Director Reports

BACKGROUND / PROPOSAL:

See attached Director reports.

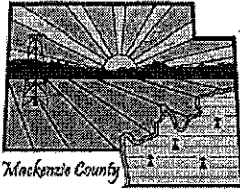
OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

RECOMMENDED ACTION:

That the Chief Administrative Officer and Director reports be received for information.

Author: C. Gabriel Reviewed By: _____ CAO



Planning & Emergency Services

Tel.: (780) 928-3983 Fax: (780) 928-3636 Cell.: (780) 841-7740

E-mail: rbecker@mackenziecounty.com

Director of Planning & Emergency Services Report – February 2009

Alberta Health Services continues to work on the transition of our ambulance staff to their system. The communications systems are being looked at and will be transitioned over to AHS as well. The dispatch will, for the interim, still be done through Aeromedical for EMS and Fire. Once the Province announces where the successful locations are for the regional dispatches the EMS only will be transitioned to this location. Aeromedical has advised that they will still be providing dispatch services for Fire and at present they will still be receiving all of the 911 calls.

The Municipal Emergency Plan (MEP) is being discussed today and any comments that Council has would be welcome. I have applied for a grant from AEMA to hold a course that will teach us how to design our own disasters to practice and validate the MEP.

First Aid and CPR Courses were held for staff in February, appx. 30 staff members had their skills updated and re certified. Further courses in this area as well as job specific training will be held later this spring and again in the fall.

I attended a 3 day course in Edmonton teaching the basics of GIS. This is a valuable tool that the County has and can provide some very valuable information. The negotiations for the land in Zama did not have any progress in February. The meeting dates that had been scheduled did not go ahead as the First Nations were unable to attend. A date of March 13th has been scheduled for a meeting in High Level.

Work on the Municipal Development Plan continues to move forward on time, and on budget. The outline plan for the subdivision in Zama is being presented to Council for their review and further direction.

R.N.BECKER
Director, Planning & Emergency Services

Director of Operations (North) Capital Projects Review

Regular Council Meeting

March 10th, 2009

Zama Water Treatment Plant

Construction at the water plant is almost complete, currently we are producing water through the new system. Training will be started at the water plant this week with the manufacture representatives in conjunction we will be video recording the segments and formatting a DVD collection for review at a later time, this will also be part of the operators ongoing training and future reference material.

Zama Administration Building

I have been in contact with Bennett Architects and reviewing the site lay out for the building. There have been some questions in regards to drainage issues and servicing the lots.

Fort Vermilion River Rd

We have received the engineering cost estimate and reviewed this. Currently I am waiting for their response.

Zama Access Rd Bridge

We had a preconstruction meeting Feb 25th at the county office in Fort Vermilion with the engineers (Genivar) and the contractor (Forrest Trotter). Construction will take approximately 3-4 weeks they mobilized and were on site this past Monday March 3rd giving the proposed completion date of March 31, 2009.

For Vermilion Water and Sewer 48ave West

I have met with Focus Engineering and presented them the information for this project. We have a plan view of the site from the engineers but are currently waiting for a cost estimate for this project.

David A. Crichton

To: William (Bill) Kostiw, Chief Administrative Officer
From: Joulia Whittleton, Director of Corporate Services

Page 1

Attended the following meetings:

February 3 – Managers meeting
February 3 – General staff meeting
February 3 – Town of High Level negotiations meeting
February 5 – TCA workshop in Grand Prairie (GFOA & Municipal Affairs)
February 9 – Records management and electronic filing meeting (internal)
February 10 – Council meeting
February 11 – Managers meeting
February 13 – Meeting in Edmonton with Building Canada Fund (Alberta) representatives
February 14 – Assessment Information Session (Municipal Affairs)
February 19 – La Crete Swimming Pool Open House
February 20 – La Crete Chamber of Commerce - Annual General Meeting
February 21 – Communities Futures
February 25 – Council meeting
February 26 – Managers meeting

Personnel update:

No changes

Administration, projects and activities:

⇒ AUPE negotiations

The Finance Committee has been working on the County's position. The County's lawyer is attending this meeting to discuss our position.

⇒ Benefits Program

We are in process of switching to the Manulife Financial; forms have been completed by all staff; in progress.

⇒ 2008 Grant Reporting

The department has been continually working on completing the 2008 grant reports. A report showing available (unallocated) carried forward funds will be presented to Council upon completion and during the final 2009 budget review.

⇒ 2008 Year End

The department started on the year-end working papers file preparation. The audit is scheduled during the March 23 – April 1, 2009 period.

⇒ Building Canada Fund

To: William (Bill) Kostiw, Chief Administrative Officer
From: Joulia Whittleton, Director of Corporate Services

Page 2

Preparing applications as approved by Council. Copies will be presented to Council upon completion.

The following are some of the upcoming projects/activities (as per the Financial Management Plan presented to Council during the 2008 budget deliberations):

- 2009 Budget – prepare the budget documents for Council's final review and approval when school requisition is received; review final assessment and prepare draft tax bylaw for Council approval;
- Offsite levy review (working together with other departments and an engineering firm) – this project requires clearer direction from Council and deserves an in-depth discussion at one of our managers meeting.
- Tangible Capital Assets project – ongoing.
- The department's priority project is to review the 2008 Finance Management Plan, and in conjunction with the approved 2009 budget, prepare the new 2009 Finance Management Plan.

Respectfully submitted,

Joulia Whittleton

Summary

2008 information sessions on Alberta's property assessment and tax system

In July 2008, information sessions were held in five locations across the province on topics related to Alberta's property assessment and tax system. The sessions were hosted by the Assessment Services Branch of Alberta Municipal Affairs to ask for the views of municipal officials and property assessors on property assessment and tax-related issues, and to provide an overview of the branch's assessment audit processes.

More than 100 people took part in the sessions held in Grande Prairie, Edmonton, Red Deer, Calgary and Lethbridge. These types of discussions are an important source of feedback for the branch, and staff members extend their appreciation to participants.

This paper presents a brief summary of the discussions. The sessions focused on:

- the Community Organization Property Tax Exemption Regulation (COPTER);
- the equalized assessment process;
- assessor development initiatives;
- the annual education property tax requisitions; and
- assessment audit processes.

Community Organization Property Tax Exemption Regulation

The municipal officials and assessors who attended the sessions were asked for their views as part of a consultation by the ministry on COPTER. This regulation, when read with section 362(1)(n) of the *Municipal Government Act*, sets out conditions to be met before a property tax exemption is approved for a non-profit organization. Participants were asked to respond to a questionnaire and discuss their experiences in applying COPTER.

The issues identified at the sessions included a need for clarification of some terms in the regulation, difficulties for non-profit groups in receiving the property tax exemption, concerns related to the authority of the Municipal Government Board to override local decisions on appeal, and inefficiencies for the municipal budgeting process as a result of the current dates by which organizations need to submit their documents in applying for the exemption.

Two adjustments were made to COPTER in the fall of 2008: the term "subsidized accommodation" was defined, and references to "community" were replaced with "municipality" in sections 10 and 15 of the regulation. As well, the feedback gained from these sessions will be used by Municipal Affairs in considering further changes

or clarifications that may be needed to COPTER, or to the ministry's guide to interpreting the regulation (entitled *Property Tax Exemptions in Alberta – A Guide*).

Equalized assessment process

Participants were asked to comment on whether two of the recommendations made in 2000 by the municipal-provincial Equalized Assessment Panel (EAP) continue to be relevant and practical.

Most of the panel's proposals have been put into effect through joint initiatives of the ministry, assessors and municipalities. These have included, for example, tighter standards for assessment quality and the implementation of the Assessment Shared Services Environment (ASSET) system. ASSET is used by municipalities to submit their annual assessment information to the ministry, and this electronic reporting process has led to greater openness and transparency in the assessment system.

Discussions focused on two recommendations that have not yet been implemented. One proposal called for the ministry to use each municipality's "current-year" assessment figures in calculating its equalized assessment. The existing process is based on the previous year's assessments (i.e., the 2008 equalized assessments which were used for the education requisitioning in 2008 were prepared in the fall of 2007 and were based on each municipality's 2007 taxable assessments).

The panel also put forward a proposal known as "direct equalization." Under this proposal, there would be no need for the province to prepare equalized assessments for the purpose of levying the education property tax. Rather, each municipality would be required to achieve a precise standard of assessment quality (an assessment level of 1.00), so that its actual assessment could be used for processes involved in determining the provincial education tax rates and the municipal requisitions.

A majority of participants indicated that the two recommendations are no longer relevant or practical.¹ Participants said the compressed timelines that would be involved in applying the new practices at the municipal and provincial levels would be too short and unrealistic — especially in view of recent workload increases for assessors in high-growth municipalities, and challenges in recruiting assessment staff. It was also noted that current-year or direct equalization is not feasible while a

¹ Current-year equalized assessments: Questionnaire results showed that, overall, 61 per cent of session attendees believed this concept is no longer relevant or practical. Thirty-nine per cent said the concept still has merit. (Of this group, 45 per cent said it could be done but they didn't know by when, 39 per cent said it is impossible to achieve under the present circumstances, and 16 per cent just didn't know yet how it could be done.)

Direct equalization: Seventy-six per cent of session attendees believed this concept is no longer relevant or practical. Twenty-four per cent held the view that the concept has merit. (Of this group, 44 per cent said it is impossible to achieve under the present circumstances, 39 per cent said it can be done but they didn't know by when, and 17 per cent didn't know yet how it could be done.)

formula is in place to mitigate major increases in education taxes for high-growth municipalities.

ASB representatives have conveyed the detailed feedback from the sessions to the EAP Technical Committee, which will follow up with recommendations on these matters. The committee is made up of representatives of the Alberta Association of Municipal Districts and Counties, Alberta Urban Municipalities Association, Alberta Assessors' Association, cities of Calgary and Edmonton, and Municipal Affairs.

Assessor development initiatives

This topic was discussed in view of growing concerns among municipalities about the future availability of qualified assessors, and difficulties in attracting students to this field of study. ASB representatives noted that some municipalities have set up in-house training or "earn while you learn" incentives, and that the ministry partnered with Saddle Hills County in 2005 on an internship pilot project. The Assessment Services Branch and the Alberta Assessors' Association have agreed that municipalities would benefit from an assessor development program in the province.

Participants supported the idea of establishing a program to attract and keep assessors, and noted that the program should be equally available to municipal assessors and to private assessment contractors. Many municipal officials indicated that they are unable even now to find qualified assessors — for them such a program could not come soon enough.

A few municipal officials suggested that web-based training or video training may offer possibilities for long-distance learning. Some participants asked if courses could be provided at educational institutions that are more centrally located than Lakeland College. (Given the low number of people entering the field, it is not feasible at this time for other educational institutions to offer an assessment-related curriculum.) Comments were also made that perhaps the ministry should, as in years past, be responsible for developing and training assessors, and/or funding municipalities for this purpose.

The provincial government is investigating the possibility of participating in an assessor development program. The objective of the program would be to work with professional organization partners to assist in ensuring an adequate number of well trained assessors are available to Alberta municipalities.

Education property tax requisitions

Municipal officials were asked for their views on how they would like to receive the annual education tax requisition reports.

Each year, the branch calculates the amount that each municipality needs to collect from property taxpayers for education tax purposes. This occurs, branch staff explained, after the Alberta government determines the total amount of education

property tax that is required for the upcoming tax year, and the uniform education tax rates to be applied to the property classes. This process draws upon the most recent equalized assessment information and growth information provided by municipalities.

The branch then applies the formula set out under the authority of the Equalized Assessment Variance Regulation to calculate the education tax requisitions. A hard-copy report is sent to each municipality, which shows the results of applying the formula, the municipality's equalized assessment information, and the amount of education tax the municipality is required to remit.

Municipal officials said they would prefer to access this report over the Internet (for example, through the secure *milenet* portal), rather than in hard-copy form. It was suggested that the branch notify municipalities by email when the information has been posted online. Several participants said they would not want to receive the report on a compact disc (CD).

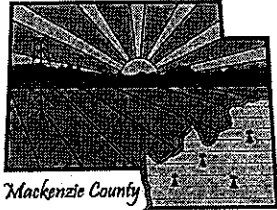
In response, Municipal Affairs is developing a *milenet* application that will enable the electronic delivery of the 2009 education requisitions to municipalities.

Assessment audit processes

During the sessions, ASB representatives also made presentations on the assessment audit processes for the information of participants. Branch staff outlined the steps involved in the:

- annual assessment audit — this process is intended to ensure that the assessment-related data that is reported by each municipality is acceptable to use in calculating its equalized assessment and education tax requisition; and
- detailed assessment audit — each municipality's assessment procedures are reviewed once in every five-year cycle to see that they are consistent with the assessment legislation (in the two largest cities, reviews are carried out each year for specific property types or areas within the cities). The branch has adopted a number of process improvements that were identified in a recent review of the program.

ASB representatives were pleased that municipal administrators and assessors took time out of their schedules to attend the information sessions. Branch staff find that these discussions are a good way to communicate progress on ASB activities, and to receive advice on potential ways to improve processes or address assessment-related issues.



Mackenzie County

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CAO REPORT TO COUNCIL March 10, 2009

The business affairs for the year 2008 are being wrapped up and the auditors will be here in a few days to complete the 2008 audit. The 2009 grant applications are being worked on and we are preparing for the seasonal construction operations. The year 2008 was extremely busy with the largest project budget and volume of work ever undertaken by the County. Despite this large volume and engineering troubles, the year ended very well with all projects under control and a slight 2008 budget overall surplus. Projects that are over or under will be addressed in the agenda. We will always have project discrepancy as we cannot foresee all the onsite issues and especially if it involves underground. Projects are also largely bid on unit price and depending on site circumstances this can cause significant variances. Most problems are fixed in the scope of the project during construction; however, some may need to be dealt with separately by resolution of Council.

1. Government Stuff

a. Inter-municipal Agreements

- The County/Town of High Level agreement, if ratified by Council, will proceed to the next phase of completing the schedules and determining the actual payments.
- The County/Town of Rainbow Lake agreement ends in 2010 and we should start reviewing the options this summer.

b. We were very fortunate in the last few years to get the provincial funding for several resource roads and utility projects and we need to be thankful for this money.

c. Provincial budgets and programs for 2009 seem to indicate copious amounts of special money for municipalities but we find it's a lot of "smoke & mirrors" (ie. Community Development Fund & highways funding).

d. The joint federal/provincial funding program dollars are being applied for and will require a strong lobby by Council to be successful.

2. Construction Projects

a. We have a significant amount of carry forward projects to complete such as 98th Avenue in La Crete, Zama water plant and waste water lagoon, A.J.A. Friesen Road, La Crete north, Mackenzie Housing streets and several water management projects.

- b. For 2009 several large building projects are contemplated and the normal road construction and gravelling projects will be undertaken.
- c. Project management and budget control is always challenging and 2008 was exceptionally challenging, but I have a better plan for project control in 2009 which I will relate to Council for approval during final budget deliberations.

3. Economy & Related Issues

- a. The economic situation in forestry is of great concern to us and is really having a financial impact on all our communities. The major problem seems to be that the U.S. economy is still very depressed causing forestry products to have extremely low value. There does not seem to be much, if anything, the County can do except try to develop some sort of temporary relief work plan. To date we have not come up with anything substantial.
- b. The oil and gas industry in northwest Alberta is still operating but certainly at reduced capacity. The major problem we are trying to resolve is the provincial roadblock for CO₂ EOR development in the Zama area. There seems to be some minor moves by the province but it is probably too little too late. However, we need to keep actively pursuing the province to provide a cure for the royalty and interprovincial political problem.
- c. Special Projects
 - We have several large capital projects that need council's resolve or directives to develop a plan. Some of these are airports, swimming pools, libraries and general community wish lists. We also have several large highway projects we are lobbying for and should continue to do so. The larger issues like rail road enhancement and provincial parks are also on our horizon.

4. Other

- a. Assessment reviews will get underway this spring and we will be working with Alberta Municipal Affairs to review their areas of control.
- b. AAMD&C
 - It seems to me that the AAMD&C is struggling with developing or understanding their mandate which is to serve all rural municipalities. I think our association needs to focus on a few core matters like lobbying the provincial government to allocate more funding directly to rural municipalities and clean up health care.

In summary, 2008 was very busy and very productive. I certainly expect 2009 to be the same although we will probably be shifting direction and focusing more on municipal buildings than roads. I anticipate a challenging economic year but if we continue to work as a team we will persevere and "win".

William Kostiw,
Chief Administrative Officer

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February 5, 2009

Address to the Calgary Chamber of Commerce

Delivered on Thursday, February 5, 2009

Calgary, Alberta

Check Against Delivery

Thank you, Hal (Kvisle) and good afternoon, ladies and gentlemen. My thanks to the Calgary Chamber of Commerce for inviting me to speak to you today.

First, let me take this opportunity to congratulate Lois Mitchell on taking the helm as Chamber chair.

I'm sure that's a challenging job during good times, and it will be even more of a handful this year.

But I have no doubt that Lois is the right person for the job. Like her predecessor, Brian Hahn, she has a lot of energy.

She'll be a firm hand at the wheel at a time when the Calgary business community needs one.

Clearly we're in an economic environment that's undergoing some dramatic adjustments.

As leaders in the business community, you know that better than anyone. You know that an export economy like ours will suffer when recession hits our biggest market.

The world Albertans - and all Canadians - knew only a year ago is not the world in which we live today.

So I want to share with you some thoughts about our situation; how we can help sustain Alberta during these difficult times and position our province for a strong recovery.

Certainty is perhaps the rarest commodity of all right now. Just about every economic prediction over the past couple of years has been wide of the mark.

But we know two things for certain.

First, it's clear we are facing a serious global financial and economic downturn that will significantly impact our country and our province.

And the second thing we can be sure of is that Albertans will continue to look to the future with confidence in our ability to find opportunity in these difficult times, and position our province to make the most of the inevitable return to economic growth.

That combination of realism and confidence - and maintaining our commitment to the future - will form the

basis of your government's economic plan for supporting a strong and sustained recovery.

Let me also say this. These are not the 1980s.

Going into this downturn, government balance sheets are in much better shape than they were a quarter century ago.

Instead of the high interest rates of the 80s we have historically low rates.

With the growth of vibrant new economies such as China and India, global wealth and international markets rest on much broader foundations than at any time in human history.

And those economies are still expected to grow by about 5 percent over the coming year.

We have stronger international trade rules, and in particular a solid free trade agreement with our largest trading partner.

As a result, I'm optimistic that governments will resist the urge to protectionism, which made previous downturns deeper than they needed to be.

There's also a strong consensus among governments across Canada and around the world that this is the time to get good value for the taxpayer's dollar, to keep people working, to build the public infrastructure we will need for a strong recovery - and emerge from this downturn with improved productivity.

And there should be no doubt that Alberta's resources will be an important part of any recovery.

We have the world's second largest proven oil reserves - a fact now widely acknowledged around the world. And we are prepared to work with industry to develop those resources in a responsible manner.

Perhaps most importantly, we are one of the very few places in the world in a position to substantially increase energy production. Energy the world will need if we're going to make a strong recovery.

The massive international investment in Alberta's strategic resources that we've seen in recent years was recognition of our province's importance to continental energy security.

That importance has not changed, and I believe we can be confident that investment will return.

When I became your Premier in 2006, Alberta faced some difficult challenges as a result of unprecedented growth. In many ways it was the perfect storm.

We had fallen behind in providing the necessary infrastructure and services for a rapidly growing population.

We didn't have the complete public policy framework to deal with the increasing pressures on our land, water and air.

And perhaps most difficult of all, we faced a chronic shortage of skilled labour - everything from doctors and nurses, to teachers and trades people.

Since then, we've made significant strides in meeting all these challenges.

We've developed a 20-year capital plan to put us ahead of the curve in meeting the demands of a growing

province.

We've focused on workforce training and development - including aggressive recruitment efforts and substantial investments in post-secondary education.

We've built a public policy framework that supports our plan for a growing and greener economy. Including a land-use framework that will better protect Alberta's air, water, and land.

And we've taken a more co-coordinated approach to development and urban growth: Built around a plan that will deliver safe and livable communities for families, and clear and realistic regulations for industry.

Most importantly, we've done all of this against a background of sound financial planning. We've taken the difficult but necessary steps to put our province on a solid financial footing.

We're debt-free. We have the lowest overall taxes in Canada, and we're continuing to improve Alberta's competitive position.

Most recently with the elimination of health care premiums and other tax changes that will save Albertans and Alberta businesses over \$1 billion this year.

We've also saved almost 8 billion dollars in the Sustainability Fund, for exactly the situation we now find ourselves in.

So that we can cushion the impact of a dramatic reduction in our resource revenues.

There's also more than \$6 billion in the government's Capital Account. So that we can continue to invest in the public infrastructure necessary for a sustained recovery.

There are some who say we haven't saved enough.

But we have saved - \$21 billion since 2005! Including the \$14 billion in the two savings accounts I mentioned. And we can access those accounts now, when we need them.

We don't have to raid Alberta's long-term savings - the Heritage Trust Fund - in a depressed market - potentially losing billions of dollars that are the rightful inheritance of future generations of Albertans.

What all of this means is that in these difficult times we are able to continue making the necessary investments in Alberta's future.

Like providing our municipalities with a level of financial support to be found nowhere else in this country.

We will continue recruiting and training the skilled workers a growing province requires. And investing in the health care, education and public infrastructure our province will need to make a strong recovery.

We will continue to implement a technology commercialization strategy, and carry through our plan for maintaining safe communities that has put hundreds of new police officers on our streets, provided new tools to combat gangs, and strengthened partnerships with social agencies.

Because together these actions form a thoughtful, comprehensive vision for Alberta's future that balances the competing interests in society, and addresses the issues Albertans have told us are most important.

We will continue to take that confident, balanced approach. We will stay the course. We will not be derailed.

So government has a role to play in cushioning the impact of this downturn, and in encouraging a return to growth. But we still need to watch our spending. Because we'll need more than government deficits - however temporary - to return to economic health.

Albertans know what it means to bring debt and deficits under control. And I don't want to hand the next generation the bill for the decisions we make today.

So we will continue to be prudent and realistic with taxpayers' money. We'll continue to review our programs and services to make sure they're efficient and effective.

This isn't a new thing, but obviously it's even more important in these circumstances.

We will not jeopardize the core programs and services we need now - and will surely need in the future.

We will continue to take positive steps to position Alberta to lead all others coming out of the recession. We will continue to adopt policies that allow science and technology to flourish here in Alberta.

Policies that encourage our entrepreneurs to take calculated risks, and receive the rewards that come with success. Because that's the Alberta way.

In particular, the future of the energy sector is of critical importance to this city, and to our province. And I believe that future remains bright.

While energy demand may slow down due to the recession in the U.S, I believe we can expect to see some rebound in energy prices as reserves shrink, likely in the next year or two.

And with new leadership in our largest export market, I believe we have an opportunity to strengthen Alberta's position as a North American energy provider.

The massive investments in public infrastructure which form part of the new U.S. administration's recovery plan will require a stable supply of energy: Secure energy, produced responsibly.

And our province can provide that - to our mutual benefit.

We will work with the federal government to extend the hand of friendship and partnership to the new administration in Washington.

Last week, President Obama spoke about eliminating oil imports from the Middle East and Venezuela as part of his New Energy for America plan.

Is there room in that plan for a partner such as Alberta, which shares his view about integrating energy, the economy and the environment? I think there must be.

What the new administration needs to know is that Alberta is committed to showing environmental leadership in energy production.

We've done a lot already, and we're moving forward with policies soundly based on science and innovation.

That's the message I took to Texas this week, and that's the message we'll take to Washington and beyond.

Because we will continue to market our products aggressively, both nationally and internationally, to protect Alberta's income, jobs and opportunities.

And we'll continue to protect Alberta's reputation and promote a positive, accurate view of our province at home and abroad.

One of the biggest priorities in dealing with the new administration is coming to an agreement on climate change.

By all accounts that will be the number one issue for discussion when the President meets Prime Minister Harper later this month.

I welcome that. Industry needs certainty with regard to government regulation. And a good agreement that offers consistency across the North American economy can provide it.

Albertans will be part of that discussion. Not sitting at the negotiating table - that's the federal government's job.

But we need to be consulted - before the fact - as resource owners.

And from our discussions at the recent First Ministers' Meeting in Ottawa, I believe the Prime Minister shares that understanding.

I know many of you are concerned about the challenges facing the energy industry. And I share those concerns.

These are not normal times. The chill in global financial systems is impacting Alberta families and businesses.

As a government, we can't control global financial markets or the price of commodities. But there are things we can do.

So I have asked Energy Minister Mel Knight to look at the cash-flow situation facing our junior energy companies.

I know those companies are finding it particularly difficult to access the capital they need for operations - and that means idle rigs and Albertans out of work.

So we will provide an incentive program, providing short-term, targeted assistance for junior and mid-cap companies.

One that encourages the banks to do their part, and could also address abandoned well reclamation.

Minister Knight will consult with industry and will be announcing more details.

We can dwell on how bad the recession might be. But that takes our attention away from where Alberta needs to be.

Using our hard-won advantages to ensure that our province emerges from these difficult days ahead of the pack. With our skilled workforce intact, our infrastructure ready, and our economy strong and competitive to make the most of the inevitable recovery.

I believe we can face these new challenges with the same confidence and determination we had in meeting the challenges of unprecedented growth.

Our path may be different, but our goal for Alberta must be the same: A prosperous future, and a world class quality of life.

I believe that's the forward-looking approach Albertans want us to take.

So this is our 3-year economic plan to help Alberta weather these difficult times.

A plan to protect Albertans from the worst effects of the economic downturn - while using this opportunity to position our province for a return to long-term stability and prosperity.

- First, we'll keep a close eye on spending, and making sure we get the best return on the taxpayers' dollars.
- Second, we'll draw down our emergency savings - to protect the programs and services Albertans rely on and support the most vulnerable in our society.
- Third, we'll continue building our province and investing in our future.
- And fourth, we'll maintain a strong presence on the world stage, promoting our province and its products to a global market.

It's a plan that draws on the many strengths our province enjoys. It builds on the ingenuity of our business community, and relies on the hard work and innovation of Albertans themselves.

Our province is, and has always been, a wide-open place: An invitation to people of courage and determination to dream.

And I'm confident that our path from the past to the future can be made wide enough to carry the dreams of all Albertans. In a province that embraces the freedom to create, and the spirit to achieve great things.

That vision has united us over the past century, and will continue to unite us over the century unfolding before us.

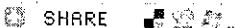
Thank you, ladies and gentlemen, for your kind attention this afternoon.

-30-

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 SHARE

Bill *March Report*

Carol Gabriel

From: ACNMail@gov.ab.ca
Sent: Friday, February 06, 2009 9:32 AM
To: Carol Gabriel
Subject: News Release - Government outlines legislative agenda for 2009 spring session ~25244~

News Release

ALBERTA
Creating Opportunity

February 6, 2009

Government outlines legislative agenda for 2009 spring session

Edmonton... Legislation establishing a new land-use framework and a leading-edge system for carbon capture and storage will highlight the spring sitting of the Alberta Legislature, which begins on February 10 at 3 p.m. when the Lieutenant Governor delivers the Speech from the Throne.

“It’s going to be a very active session for Members of the Legislative Assembly, who will be considering some complex legislation,” said Dave Hancock, Government House Leader. “We’re putting in place the legislative building blocks that will make a real difference to Albertans and to our communities, ensuring we continue to focus on sustaining our province’s growth and high quality of life in these difficult economic times.”

The spring session will see new sitting hours with Members sitting on Mondays, Tuesdays and Wednesdays from 1:30 p.m. to 6 p.m., and on Thursdays from 1:30 p.m. to 4:30 p.m. On Monday, Tuesday, and Wednesday evenings, MLAs will be engaged in committee work. Constituency weeks are scheduled for the weeks of February 23-27, March 23-April 3, and May 19-22.

Government may potentially bring forward approximately 50 bills in 2009, pending the approval of caucus.

-30-

Backgrounder: Government’s spring 2009 legislation list is attached.

Media inquiries may be directed to:

George Samoil
Executive Director, House Procedures and
Legislative Affairs
(780) 427-2251

Honourable Dave Hancock
Government House Leader
780-427-5010

To call toll free within Alberta dial 310-0000.

The following document has been posted to the Government of Alberta website to view this document online and/or additional information/backgrounder <http://www.alberta.ca/acn/200902/252444C2D410C-DF3B-C495-9684AE39E06FA882.html>

Visit the Government of Alberta newsroom newsroom.alberta.ca.

2/6/2009

-11-

Carol Gabriel

From: Shahid Gill [Shahid.Gill@gov.ab.ca]
Sent: Wednesday, February 11, 2009 1:16 PM
To: Bill Kostiw; Carol Gabriel
Cc: samuel.tekle@genivar.com
Subject: BF 72702 Repairs

Hi Bill,

The revised engineering proposal (basically reducing the mileage rate from \$0.84 to \$0.505 and adjusting number of hours for design) submitted by Genivar is acceptable to the Department. Please proceed with the design.

Thanks,

Shahid Gill, M.E.Sc., P.Eng.
Bridge Engineer
Peace Region
Alberta Transportation
Phone: (780) 618 4380
Fax: (780) 624 2440

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Carol Gabriel

Bill Report ment.

From: Joulia Whittleton
Sent: Wednesday, February 11, 2009 2:03 PM
To: Bill Kostiw
Subject: FW: Field Inspections

FYI

Joulia Whittleton
Director of Corporate Services

Mackenzie County
P.O. Box 640, Fort Vermilion, AB, T0H 1N0, Canada
Tel.: (780)-927-3718, Fax: (780)-927-4266
Toll Free: (877)-927-0677
Cell: (780)-841-8343 Email: jwhittleton@mackenziecounty.com

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From: Rand Affolder [mailto:randy.affolder@telus.net]
Sent: Wednesday, February 11, 2009 10:47 AM
To: doug.scott@can.apachecorp.com
Cc: Joulia Whittleton; Darrell Johnson
Subject: Re: Field Inspections

Doug,

I haven't heard from you we will be up in two weeks?

Please advise,

Randy

----- Original Message -----

From: Rand Affolder
To: doug.scott@can.apachecorp.com
Cc: Joulia Whittleton ; Darrell Johnson
Sent: Thursday, January 15, 2009 5:38 PM
Subject: Field Inspections

Doug,

I am the tax assessor for Mackenzie County, it has been over 3 years since we conducted detailed site inspections of your properties located within the County.

This year, and hopefully starting mid February, we would like to conduct site by site inspections of Apache properties.

This may seem like a major task but we only need to get into locations that have either a separator, tankage, compression etc and not locations with only a wellhead or pumpjack or simple bldg with metering,

I have also recieved a detailed plot plan from your Calgary office of the main plant site and would like to spend a day or two inspecting and comparing on site equipment records with what we have assessed on our assessment detail sheets.

Depending on Apache safty issues and rules, please advise if you would like your operators to accompany us during these inspections or sign daily permits with you and we can enter sites and inspect as required.

I would like to send you the details of our assessment sheets in advance to show you and your operators what we have and what we are looking for, and what we are up against to improve our assessments and inventory.

I thank you in advance for your cooperation,

Please advise,

Regards,

Randy Affolder, A.M.A.A.

Carol Gabriel

*Bob's Report
Mar 10.*

From: Bob Winship [Bob.Winship@swg.ca]
Sent: Wednesday, February 11, 2009 1:45 PM
To: Bill Kostiw
Subject: FW:
Attachments: tender results.xls

Bill

you can see from the bids that prices are down significantly and this year will be a good time to do stabilization in the County.

Bob Winship

From: Cory Taylor
Sent: Wednesday, February 11, 2009 11:48 AM
To: Bob Winship
Subject:

Three bidders shown are the only bids submitted.

Our estimate was based on westcans prices for the similar Dandoe road project.

Cory Taylor - Project Director | **Stewart, Weir & Co. Ltd.**
#99, 11039 - 78 Ave, Grande Prairie, Alberta T8W 2J7 | T.780.814.5880 • F.780.814.5973 • www.swg.ca

TENDER RESULTS BREAKDOWN



MD of Northern Lights

File : 33097

Lovelin Flats Road

West of MD Office on Twp Rd 915

6.350 km

Subgrade Stabilization and Seal Coat

ITEM Description	UNIT	ESTIMATE QUANTITY	UNIT PRICE	ESTIMATED COST
Supply of Aggregate	t	2,300	\$10.00	\$23,000.00
Supply of Stabilizer	t	1,530	\$350.00	\$535,500.00
Subgrade Stabilization	m ²	56,000	\$15.00	\$840,000.00
Seal Coat	m ²	112,000	\$5.00	\$560,000.00
Other Work	km	6.4	\$10,000.00	\$64,000.00
Mobilization	lump sum			\$202,500.00
Contract Cost				\$2,225,000.00
Contingencies 0%				\$0.00
Engineering				\$164,000.00
TOTAL ESTIMATE				\$2,389,000.00

Westcan 18 S.O. Days	Kowal 21 S.O. Days	Carmacks 20 S.O. Days
\$28.49	\$38.00	\$0.01
\$265.00	\$295.90	\$361.00
\$6.00	\$3.68	\$5.85
\$1.87	\$3.66	\$5.30
\$115,700.00	\$125,000.00	\$165,000.00

Remarks

Contractors Site Occupancy costs are not included in this breakdown as they are expected to balace at \$0.
Engineering costs reflect the expected change in Site Occupancy time required, based on each Contractors bid.

\$128,000.00	\$142,000.00	\$137,000.00
\$1,260,117.00	\$1,423,127.00	\$1,775,553.00

Carol Gabriel

From: Stephenson, Jim [Jim.Stephenson@canfor.com]
Sent: Thursday, February 12, 2009 1:34 PM
To: Bill Kostiw
Subject: STARS

Good chatting with you today Bill. Here's my pitch to you to support whatever resolution the municipal associations propose in support of Alberta government funding for the STARS program, in particular for the Grande Prairie STARS base. As I mentioned on the phone, the GP base operates on funds provided through corporate and municipal donations and STARS lotteries, calendar sales and fundraising events. Without government funding for the Grande Prairie base, they will have to close the doors before the end of 2009.

I'm aware that the rural municipalities have a lot of influence with the government so I'm hoping that interest from people like you in maintaining the STARS program will help get their attention.

*Jim Stephenson, RPF
Woodlands Manager
Canadian Forest Products Ltd.
Grande Prairie Division*

*Phone: 780-538-7790
Fax: 780-538-7800*

*Email Jim.
renewed@Council*

*Write to mtg
w/ Tom Burton (same)*

Carol Gabriel

From: Joulia Whittleton
Sent: Tuesday, February 17, 2009 9:21 AM
To: Greg Newman
Cc: Bill Kostiw
Subject: Rainbow Lake

Hi Greg,

Terry Broom of Rainbow Lake called today and he is asking if we have some suggested dates for a meeting to start our Revenue Sharing negotiations with the Town of RL.

Do you have some dates in mind? Should I do RFD to set up a negotiation committee?

Joulia Whittleton

Director of Corporate Services

Mackenzie County
P.O. Box 640, Fort Vermilion, AB, T0H 1N0, Canada
Tel.: (780)-927-3718, Fax: (780)-927-4266
Toll Free: (877)-927-0677
Cell: (780)-841-8343 Email: jwhittleton@mackenziecounty.com

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*admin/revenue agent
bring back some dates.*



ALBERTA
TRANSPORTATION

Office of the Minister

AR38910

February 17, 2009

Mr. Greg Newman
Reeve
Mackenzie County
PO Box 640
Fort Vermilion, AB T0H 1N0

Dear Reeve Newman:

I am pleased to advise your council that funding has been approved to cover eligible costs for the following local road bridge project:

BRIDGE FILE	LOCATION	TYPE OF WORK	LEGAL DESCRIPTION	AMOUNT
Boyer River (BF 75877)	High Level	Repairs	NW 12-109-17-05	\$310,500.00

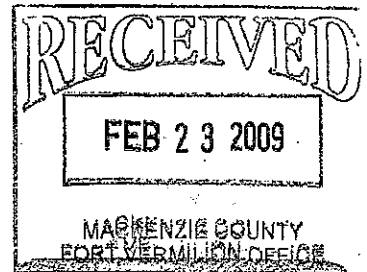
My colleague, Mr. Frank Oberle, M.L.A. for Peace River, and I are very supportive of your request for funding.

Alberta Transportation's regional bridge staff will be contacting your municipality to complete the administrative details for this project.

I wish you success with your bridge project.

Sincerely,

Luke Ouellette
Minister of Transportation
M.L.A., Innisfail-Sylvan Lake



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

320 Legislature Building, Edmonton, Alberta Canada T5K 2B6 Telephone 780-427-2080 Fax 780-422-2722

February 19, 2009

Our File: 1560-RRP-MACK-5

Mr. Gregory Alan Newman, Reeve
Mackenzie County
Box 640
Fort Vermilion, Alberta
T0H 1N0

Dear Reeve Newman:

Re: Resource Road Program
Zama City Access Road Phase 1 Base/Pave


Thank you for providing us with the final expenditures for the above captioned project. We have reviewed the project costs and can confirm the final expenditures as follows:

Total Eligible Project Costs:	\$3,161,776.00
Grant @ 50 %:	\$1,580,888.00
Maximum Grant Approved:	\$1,500,000.00
Previously Advanced:	<u>\$1,200,000.00</u>
Final Payment Due:	<u>\$ 300,000.00</u>

On behalf of the Government of Alberta, \$300,000.00 is currently being processed for Mackenzie County for the Zama City Access Road Phase 1 Base/Pave project as a final payment under the Resource Road Program.

Should you have any questions, please contact Craig Bindner, Grant Technologist, at (780) 624-6280. We are pleased to have assisted you in this worthwhile endeavour.

Yours truly,



Wayne Franklin, P.Eng.
Regional Director

CB:mlb

cc: Mr. Frank Oberle, M.L.A., Peace River
Mr. David Kelly, Infrastructure Manager, Alberta Transportation
Mr. Barry Pape, Rural Transportation Specialist, Alberta Transportation

Room 301, Provincial Building
Bag 900-29, 9621-96 Avenue
Peace River, Alberta, Canada T8S 1T4
Telephone 780-624-6280 Fax 780-624-2440

February 19, 2009

Our File: 1560-RRP-LACR-1

Mr. Gregory Alan Newman, Reeve
Mackenzie County
Box 640
Fort Vermilion, Alberta
T0H 1N0

Dear Reeve Newman:

Re: Resource Road Program
La Crete 99 Street Grade/Pave Project

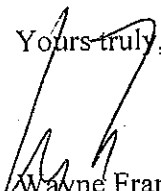
Thank you for providing us with the final expenditures for the above captioned project. We have reviewed the project costs and can confirm the final expenditures as follows:

Total Eligible Project Costs:	\$3,083,709.31
Grant @ 50 %:	\$1,541,854.66
Maximum Grant Approved:	\$1,500,000.00
Previously Advanced:	\$1,200,000.00
Final Payment Due:	<u>\$ 300,000.00</u>

On behalf of the Government of Alberta, \$300,000.00 is currently being processed for Mackenzie County for the La Crete 99 Street Grade/Pave project as a final payment under the Resource Road Program.

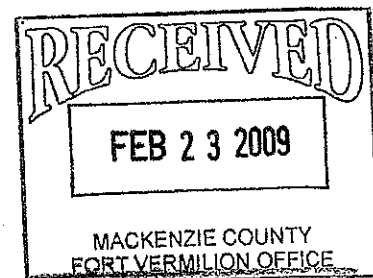
Should you have any questions, please contact Craig Bindner, Grant Technologist, at (780) 624-6280. We are pleased to have assisted you in this worthwhile endeavour.

Yours truly,


Wayne Franklin, P.Eng.
Regional Director

CB:mlb

cc: Mr. Frank Oberle, M.L.A., Peace River
Mr. David Kelly, Infrastructure Manager, Alberta Transportation
Mr. Barry Pape, Rural Transportation Specialist, Alberta Transportation



Tallcree First Nation members attempt to turf council and chief

BY ELISE STOLTE, EDMONTONJOURNAL.COM MARCH 2, 2009

EDMONTON — Members of Alberta's Tallcree First Nation are voting to try to overthrow their council.

Like many First Nations communities, elections in Tallcree are run according to custom.

The current chief and council calls a public meeting before each election to discuss how the election should be run.

But that leaves the election process open to abuse without easy channels to appeal, say members of the band, located about 800 kilometres northwest of Edmonton.

At least 400 of the 700 voting members signed a petition to redo last year's election but the current chief and council won't agree, said band member Valerie Clarke, appointed during a community meeting to head a committee to write an official election code.

Renegade members of the band wrote an election code and are holding a new election Monday to pick a new council.

"We'll know tonight who the elected chief and council is," Clarke said Monday afternoon. Then the fight will begin in earnest, she said.

The current council is recognized by the federal and provincial governments, as well as businesses in the area and banks.

A decision to remove them would have to come from the courts, said Ray Dupres, a co-manager of the band appointed under federal direction to help rescue the band's troubled finances.

Last summer, 60 Tallcree students were banned from Fort Vermilion schools until the band could resolve the more than \$1 million they owed the school board.

Chief and council declined to comment Monday, however, Chief Rupert Meneen released a statement to the community.

"Energy is wasted that hurts the image of all Tallcree people," it reads in part. "We, as chief and council, face enough difficulties in our efforts to address the needs of all of the members without constant dissent that is made public and attempts to undermine our credibility."

estolte@thejournal.canwest.com

Tallcree group revolts against leadership

THE EDMONTON JOURNAL MARCH 3, 2009

Members of Alberta's Tallcree First Nation voted Monday to try to overthrow their government.

Like many First Nations communities, elections in Tallcree are run according to custom. The current chief and council call a meeting before each election to discuss how the vote should be run. But that leaves the election process open to abuse without easy channels to appeal, say members of the band, located about 800 kilometres northwest of Edmonton.

At least 400 of the 700 voting members signed a petition to redo last year's election but the current chief and council won't agree, said band member Valerie Clarke.

Members of the band wrote an election code and held a new election on Monday to pick a new council. The current council is recognized by the federal and provincial governments, as well as businesses and banks in the area. A decision to remove them would have to come from the courts, said Ray Dupres, a co-manager of the band.

Dupres was appointed last year under federal direction to help rescue the band's troubled finances. Last summer, the finances got so bad that 60 Tallcree students were banned from Fort Vermilion schools until the band could resolve the more than \$1 million it owed the school board.

"This sort of thing doesn't help, of course," Dupres said.

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Carol Gabriel

From: ACNMail@gov.ab.ca
Sent: Tuesday, March 03, 2009 9:02 AM
To: Carol Gabriel
Subject: News Release - MLAs Webber and Oberle to represent Alberta at energy conference ~25399~

News Release

ALBERTA
Resourceful. Responsible.

March 3, 2009

MLAs Webber and Oberle to represent Alberta at energy conference

Webber to also promote Alberta at reception in Springfield, Illinois

Edmonton... Alberta's role in securing North American energy cooperation will be a key topic explored at the *2009 Federal Energy and Environmental Matters Conference* in Washington, D.C., March 5-8. The province will be represented by MLA Len Webber, Parliamentary Assistant for Energy, and MLA Frank Oberle, who will join more than 100 delegates from across Canada and the United States.

"As leaders in energy development, we have a responsibility to set the stage for clean energy production and wise energy use," Webber said. "This conference is an incredible opportunity to discuss our Provincial Energy Strategy and to work with jurisdictions across North America in order to build sustained economic prosperity."

Conference topics include regulation of energy production and transmission, renewable energy portfolio standards, and clean air regulations. The conference is being held jointly by the Energy Council, members of the Interstate Oil and Gas Compact Commission (IOGCC), energy regulators at the state and provincial level, and the Pacific North West Economic Region (PNWER). The Energy Council is a legislative organization of 11 energy-producing states and five Canadian provinces, including Alberta.

In addition to attending the conference, Webber will also be sharing Alberta's commitment to clean energy production with state legislators at a reception in Springfield, Illinois.

The estimated cost of the trip is approximately \$8500.

-30-

Attachment: Itinerary

Media inquiries may be directed to:
Bob McManus
Assistant Director of Communications
Alberta Energy
Phone: 780-422-0068 / Cell: 780-965-0352

Carol Gabriel

From: Phillip Kosheluk [pkosheluk@fgft.ca]
Sent: Wednesday, March 04, 2009 9:48 AM
To: Bill Kostiw
Subject: Fw: Emailing: 090303135405.PDF
Attachments: 090303135405.PDF

*Note
Water Truck for
High level ?*

Hello Bill

Hope all is well.

Are you ok with the information I had sent you?

When do you plan to be in Winnipeg? I would like to meet you at the plant?

Another quick question. If I were to come up and see you is there air service close to you from Edmonton?

Thanks Phillip

----- Original Message -----

From: Phillip Kosheluk
To: bkostiw@mackenziecounty.com
Sent: Tuesday, March 03, 2009 1:16 PM
Subject: Emailing: 090303135405.PDF

Hello Bill

Hope all is well.

Please note a drawing for a 2500 Imperial gallon tanker.

The chassis would be a 4 door crew cab Freightliner M-112 tandem axle

18,000 Lb front axle
46,000 Lb rear axles
410 Hp Diesel MBE engine 1450 Lb/FT. torque
270 amp Alternator
Compression brake
1500 watt block heater
Allison automatic transmission 4500 EVS
46,000 Lb air ride rear suspension
chrome bumper
50 gallon fuel tank
385/65R22.5 18 ply front tires
11R22.5 rear tires
Aluminium wheels
heated lighted mirrors
air conditioning
air ride driver seat
SCBA officer seat and three SCBA crew cab seats
tilt telescoping steering wheel
single colour red

2500 Imperial gallon tanker ULC tested
100 us gallon per minute fire pump Darley HM 500
one (1) 4" main suction inlet
two (2) 2.5" side discharges
One (1) 2.5" pony suction inlet
two (2) speedlays with trays. c/w tarp at the ends

3/4/2009

-25-

4" rear tank fill
Foam Pro 1600 Class "A" foam system with 20 gall foam cell
Water tank level gauge at pump panel
Pump installation with pump panel in left side front lower compartment.
Heater and heat pan for the pump
3-way dump valve
All aluminium extruded body with all aluminum compartments with roll up doors.
2500 Imperial gallon water tank poly in construction with a life time warranty.
Main hose bed with single hose bed divider and hose bed tarp
All LED emergency lighting on the chassis and body as per ULC
Electronic siren and 100 watt speaker at the front bumper.
4" reflective on the cab and body as per ULC
supply a 14 ft. roof ladder, 24 ft. 2 section fire ladder mounted right side of the body
supply two lengths of 4" hard suction hose and strainer mounted.
supply 2500 gallon porta tank with aluminium frame mounted in a bracket at the left side of the tanker body

Bill the selling price for this truck FOB Winnipeg at the factory is \$277,967.00 Plus GST. Pricing subject to change as the US dollar changes. These price should be valid for 30 days.

I have included a small Class "A" foam system if you wish to remove deduct \$6300.00

Bill the information that I have sent would this work for now or do you need something more formal?

Please give me a call with any questions.

Phillip Kosheluk Cell 403-348-3768

Thanks Phillip

The message is ready to be sent with the following file or link attachments:
090303135405.PDF

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.



Corporate Office - Vernon

Tolko Industries Ltd - Corporate Office

Civic Address: 3000 - 28th Street, Vernon, BC Canada
Mailing Address: PO Box 39, Vernon, BC V1T 6M1 Canada
Phone: 250-545-4411 **Fax:** 250-549-5353

President & C.E.O.

Allan Thorlakson

Executive Vice-President

~~John Thorlakson~~

Vice President Finance & Chief Financial Officer

* Trevor Jahnig

Corporate Privacy Officer

Vyvian Burton

Vice President & General Manager, Solid Wood & Kraft Papers

* Mike Harkies

President, Tolko Marketing and Sales Ltd.

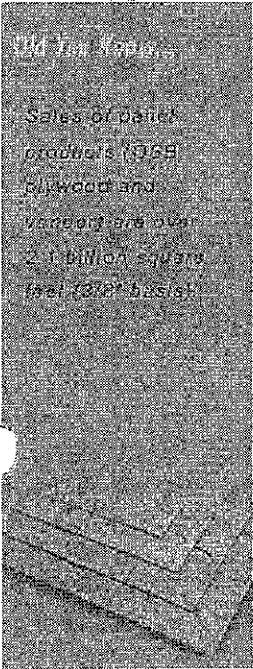
Brad Thorlakson

Vice-President & General Manager Environment and Forestry

Randy Chan

Manager, Forestry and Sustainability

John Dunford



WOOD PRODUCTS

*Review + CAO
 Meet Tolko
 Feb 27/09*

250-768-2816

Joulia Whittleton

From: Andy Cathcart [Andy.Cathcart@gov.ab.ca]
Sent: Friday, February 27, 2009 2:55 PM
To: Bill Kostiw
Subject: Zama City Access Road

Bill

My boss wanted to make sure you were aware that this or a portion of this road is eligible under Local Roads of the Building Canada Fund Communities Component.

I know you know.

Andrew Cathcart, Director Joint Secretariat
Canada-Alberta Building Canada Fund Communities Component
Canada-Alberta Municipal Rural Infrastructure Fund
Infrastructure Canada-Alberta Program
(780) 422 1152

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Carol Gabriel

From: Margaret Bell [mbell@hsf.ab.ca]
Sent: Wednesday, February 25, 2009 12:27 PM
To: Bill Kostiw
Subject: FW: Canadian Heart-Health Strategy and Action Plan release
Attachments: chhs-news-release-eng-final-2.pdf

Hi Bill

Thank you so very much for the phone call this morning. I have forwarded to you the news release from the Canadian Heart Health Strategy.
Either May 21 or June 25 can work for me. After you get back from your holiday, please give me a call or email and we can discuss how I can be of help to you.

Have a fantastic day!
Margaret Bell
Area Manager, Grande Prairie
Heart and Stroke Foundation of Alberta, NWT & Nunavut
109-10126 120 Avenue, Grande Prairie, AB
P: 780.513.0439 F: 780.513.0941 E: mbell@hsf.ab.ca

Thank you to the 19,000 volunteers who are putting their hearts into our 2009 February Is Heart Month door-to-door campaign! We hope you will welcome our volunteer canvasser - your friends, family and neighbours – and give generously when they knock at your door. To learn more about Heart Month and how you can get involved, [visit our website](#) or call 1.888.HSF.INFO.

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For Immediate Release

Attention: News editors, assignment editors, health reporters

NEWS RELEASE

CANADA IS HEART SICK AND MUST ACT NOW: CANADIAN HEART HEALTH STRATEGY AND ACTION PLAN UNVEILED

Cardiovascular disease (heart disease and stroke) is Canada's #1 killer and public health threat, costing the economy more than \$22 billion annually: Strategy and Action Plan is road map to Building a Heart Healthy Canada

February 24, 2009 Ottawa, Ontario – Canada now has its first comprehensive Heart Health Strategy and Action Plan to help Canadians prevent and care for cardiovascular diseases, Canada's #1 public health threat. The Canadian Heart Health Strategy and Action Plan (CHHS-AP): *Building a Heart Healthy Canada* and *Realizing our Vision*, were released today by Dr. Eldon R. Smith, Chair of the CHHS-AP Steering Committee. Also participating in the release were the Honourable Leona Aglukkaq, Federal Minister of Health, Dr. David Butler-Jones, Chief Public Health Officer of Canada and representatives of the lead organizations in the Strategy development.

"Canada is heart sick – and we urgently need to do something about it. As a nation we already have a strategy for cancer, diabetes, and lung disease, but until now, did not have a comprehensive strategy for the number one killer and public health threat in the country - heart disease and stroke," said Dr. Eldon R. Smith. "The Canadian Heart Health Strategy and Action Plan is a road map for improving the heart health of Canadians from prevention to patient care. Our recommendations are relevant to all sectors of society, individuals, governments and the private sector. We have developed a whole-of-Canada approach to engage Canadians where they learn, live, work, and play. It's time to act."

Nine out of 10 Canadians over the age of 20 have at least one risk factor for cardiovascular disease - and the likelihood that members of our Aboriginal and indigenous communities will develop heart disease or stroke is nearly double that of other Canadians. The CHHS-AP outlines six key recommendations:

- Creating heart-healthy environments
- Helping Canadians lead healthier lives
- Ending the cardiovascular disease crisis within aboriginal communities
- Continuing to reform health care with improved delivery of patient-centred services
- Building the knowledge infrastructure – such as improved surveillance, electronic medical records - to enhance prevention and care and more research into vascular diseases.
- Developing the right number of health care service providers with the right education and skills.

Building a Heart Healthy Canada and *Realizing our Vision* include achievable benchmarks that will lead to significant benefits to the overall health of Canadians and to the economy. Benchmarks and expected results include the following:

By 2020:

- Decrease annual cardiovascular disease deaths by 25%
- Bring cardiovascular diseases burden among Aboriginal and indigenous peoples in line with other Canadians
- Decrease hypertension in adults by 32%
- Decrease hospitalizations for treatment of both heart failure and acute stroke by 25%
- Decrease in-hospital mortality rate from heart attacks by 32% and from stroke by 25%
- Decrease the smoking rate by 25%

By 2015 (in partnership with other strategies and initiatives):

- 20% more Canadians eating at least five servings of vegetables and fruit per day
- 20% more physically-active Canadians
- 20% fewer obese or overweight adults
- 35% fewer obese children

The estimated cost of implementing the Strategy is approximately \$100 million per year for seven years. CHHS-AP financial forecasting identifies significant long term savings to the economy: a decrease of approximately \$7.6 billion in direct costs of cardiovascular care and \$14.6 billion in indirect costs by 2020.

"We now know that up to 80 per cent of premature heart disease and stroke are preventable," said Sally Brown, CEO of the Heart and Stroke Foundation of Canada, one of the three lead organizations participating in the development and release of the Strategy. "The CHHS-AP will allow us to focus more on prevention, among other key areas, and tackle this health challenge head-on."

"The practical recommendations in the CHHS-AP for health system reform with development and enhancement of chronic disease management models will lead to more effective and timely care for patients where and when it is needed," added Dr. Charles Kerr, President of the Canadian Cardiovascular Society, a lead organization involved in developing the Strategy.

"CIHR applauds the release of Canada's first comprehensive Heart Health Strategy and Action Plan," said Dr. Peter Liu, Scientific Director of the Institute of Circulatory and Respiratory Health at the Canadian Institutes of Health Research (CIHR). "The creation and sharing of new knowledge is critical to a better understanding of cardiovascular disease, allowing earlier diagnosis, and also treating and preventing it more effectively. It creates opportunities for Canadians not only as research leaders, but also innovators who can transform new discoveries into tools and products that create jobs and strengthen our economy."

"Preventable cardiovascular diseases are robbing families of their loved ones and is costing our society and our economy billions," concluded Dr. Eldon Smith. "It's up to everyone, from policy makers to individual Canadians to make the changes we need to build a heart healthy Canada."

The Canadian Heart Health Strategy and Action Plan grew out of a 2005 Private Member's Bill in the House of Commons proposed by Member of Parliament Steven Fletcher. In 2006, the Government of Canada announced \$2.5 million in funding for the Strategy, which led to the appointment of the 29-member Steering Committee to develop the plan. The CHHS-AP Steering Committee developed its recommendations after a two-year process of review and analysis of existing research, as well as consultations with more than 1500 stakeholders and experts from across Canada and internationally including citizens, health care providers, aboriginal leaders, and the business community. Six theme working groups of experts reviewed the available evidence and contributed to forming the final recommendations.

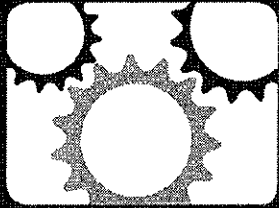
For further information and a link to *Building a Heart Healthy Canada and Realizing our Vision*, visit the CHHS-AP website at www.chhs-scsc.ca.

-30-

For more information, please contact:

Marie-France MacKinnon
Bluesky Strategy Group
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Bluesky Strategy Group
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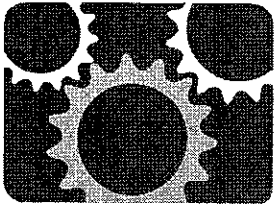
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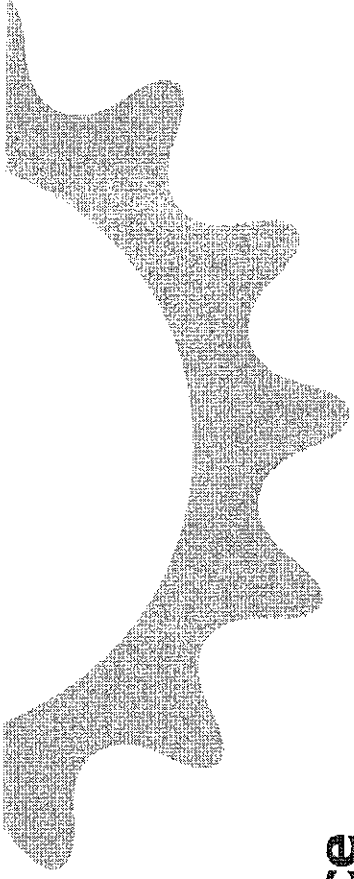
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Carol Gabriel

From: Stewart, Marianne [Marianne.Stewart@capitalhealth.ca]

Sent: Wednesday, March 04, 2009 1:16 PM

To: Bill Kostiw

Bill,

Thanks for your time and attention as we toured your site in La Crete. As promised I will be following up with Shelly Pusch once she is back from vacation next week. She will contact you shortly after she returns. We look forward to our relationship with you as we work out next steps for service delivery in your community.

Marianne Stewart


Senior Vice President, Community and Rural Operations

Alberta Health Services

Phone: 780-735-3680

Fax: 780-735-3550

marianne.stewart@capitalhealth.ca

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Alberta Health Services

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pam.whitnack@albertahealthservices.ca



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Carol Gabriel

From: Stacey Leighton [Stacey.Leighton@gov.ab.ca] on behalf of Minister of Energy [Minister.Energy@gov.ab.ca]
Sent: Friday, March 06, 2009 10:48 AM
To: Carol Gabriel
Subject: RE: Meeting Request

Thank you for your e-mail; I will be speaking to the Minister next week and will be in touch to discuss availability.

Stacey Leighton
Secretary to the Minister
Phone: (780) 427-3740

From: Carol Gabriel [mailto:cgabriel@mackenziecounty.com]
Sent: March 5, 2009 9:30 AM
To: Minister of Energy
Cc: premier@gov.ab.ca; Frank Oberle
Subject: Meeting Request

Please see attached meeting request by Mackenzie County.

Thank you.

carol gabriel
executive assistant
mackenzie county
/80.927.3718

*Note mtg Hon Rob Renner
April _____ in Edmonton
whom should attend? ✓*



A convenient untruth

If shooting carbon dioxide emissions back underground is such a great idea, why is no one doing it?

The convenient lie about coal is that it can be “clean.” True, there are varieties of coal that, when burned to make electricity, emit somewhat less sulphur, nitric oxides and other nasties than “dirty” coal does. There are also technologies that improve combustion efficiency. But there’s no technology that allows coal to be burned without producing carbon dioxide, the main greenhouse gas.

Fear not, say the propeller heads, because we bring you CCS—carbon capture and storage. The carbon dioxide is stripped from a coal-fired power plant’s inlet or outlet stream, compressed and injected into leak-proof geological formations in the bowels of the Earth. The technology exists.

CCS sounds like a wonderful, planet-cooling idea except for one thing: It’s unaffordable. As a rule of thumb, a power plant with a CCS system would cost about 50% more to build than one without. The suggested total price tag for a CCS-equipped plant is \$1 billion plus (all currency in U.S. dollars). The electricity generated by the plant would cost consumers about 50% more, too.

The reason is that it takes huge amounts of energy to capture and compress the carbon dioxide. In a 2005 report, the Intergovernmental Panel on Climate Change estimated that a CCS plant requires 10% to 40% more energy than a conventional plant. Greenpeace says a coal plant with CCS actually consumes 30% more coal.

But the enormous cost of CCS hasn’t stopped coal producers, power utilities and, to a lesser extent, oil and gas companies, from using it to pump up their environmental propaganda. The American Council for Clean Coal Electricity, whose 48 coal companies and power suppliers say they’re spending \$3.5 billion on CCS

projects, runs TV ads that say CCS is part of a clean coal strategy to preserve “the American way of life we all know and love.” The International Energy Agency has called for governments to invest \$20 billion in CCS development. Dozens of CCS projects, from Alberta (TransAlta’s Project Pioneer) to Germany, are under way. Within years, the carbon dioxide problem should be buried, literally.

But just as several CCS projects are being launched with green-soaked fanfare, more than a few are being quietly dropped. About a year ago, Norway’s StatoilHydro and Shell scrapped plans to build a gas-fired power plant that would have stuffed stripped-out carbon dioxide in two offshore oil wells.

About the same time, BP (the former British Petroleum) pulled out of two CCS developments—one in Scotland and one in Australia. Last year, the U.S. Department of Energy killed the much-hyped, \$1.8-billion FutureGen project, which would have buried the carbon dioxide produced by Illinois coal plants. The

withdrawn and injected into ailing fields to “sweep” stubborn oil to the pumping wells. The technique is also used in some fields in the Middle East.

What is new is the idea of burying the carbon dioxide produced by coal-fired power plants (coal generates about half of the electricity in the U.S. and 20% of Canada’s). The goal is to store it permanently in, say, deep saline aquifers, or in reservoirs that the oil companies can use later. It’s a shame about the price, though.

True, some CCS projects will work. If cap-and-trade programs for greenhouse gas emitters become the global norm, the high carbon values would make some CCS projects economical. Distance is the other key variable. A coal-fired power plant that is close to both a coal reserve (shorter rail journeys) and an oil reserve (shorter pipelines) might make economic sense. But that geological convenience is elusive, although bits of Western Canada might make the short list.

If CCS were cheaper, it would become ubiquitous, and carbon levels in the

CLIMATE CHANGE CAPITAL CAN’T FIND A CARBON CAPTURE PROJECT WITH ANY COMMERCIAL POTENTIAL

inconvenient truth is that not a single industrial-scale, power-related CCS project is up and running anywhere on the planet. Climate Change Capital, a London firm that invests in clean energy projects, has tried without success to find a CCS project with any commercial potential.

Sheer expense, not technology, is the barrier. The technology, in fact, has been used for decades by the oil and gas industry. Producers in Texas use a vast underground carbon dioxide storage reservoir as a sort of gas bank. Carbon dioxide is

atmosphere would stabilize. CCS projects could, of course, go ahead with huge subsidies. But subsidies often disappear, potentially leading to a double tragedy: white-elephant CCS projects and no reduction of carbon dioxide emissions from coal-fired plants. It might be time to take another look at energy conservation and nuclear generating plants instead.

Eric Reguly is an award-winning columnist with *The Globe and Mail*. He is now based in Rome, and can be reached at ereguly@globeandmail.com

Joulia Whittleton

From: CAMACAM Administration [admin@camacam.ca]

Sent: Saturday, February 28, 2009 8:42 AM

To: Goodine, Jennifer

Subject: Invitation to the 2009 CAMA Conference - Whistler, British Columbia



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rou.

3/2/2009

CAO REPORT TO COUNCIL
September 9, 2008

*update
Mon/09*

This report is a brief overview of the County business affairs and major projects. During the past month I have held "meetings" with senior personnel from Alberta Infrastructure, Municipal Affairs, Alberta Health, and engineers.

With Alberta Infrastructure we discussed 2008 projects and briefly touched on 2009 requests (ie. resource roads, Secondary Highway 697 culverts, rural water, etc.)

With Alberta Municipal Affairs we discussed both assessment structures/processes. We have a tentative plan to be able to review past assessment practices and hopefully establish a better assessment procedure. The intent is to beef up both the linear and machinery & equipment assessment procedure. We will be conducting some test sites later this year.

Our discussions with Alberta Health are at three levels, the Northern Lights staff, the department staff and the new super board staff. The intent is to obtain accurate information on the new Alberta plan for doctors, facilities, and ambulances.

Our meetings with engineers, consultants, and contractors is to ensure we're getting quality projects and value. This is certainly a continuous challenge.

The highlight of the year was having the Premier and our MLA attend a meeting with Council and visit some of our communities.

Project Status

1. Zama Water Treatment Plan, Wells & Water Line

*Still on Budget
official opening June 09⁷*

Proceeding well at this time and estimated completion is December 2008 with final commissioning in January 2009. The project is about two months behind schedule; however, is on budget.

2. Zama Waste Water Lagoon & Transfer Station

Proceeding fairly well; however some rain has caused some delays. Project is estimated to be complete in October 2008 and on budget.

aug/09

3. Zama Paving

The Tower Road and residential area paving is substantially complete with final cleanup happening now and final inspection in late September 2008. Projects are on or close to budget. The second phase of Zama Access base paving will start this week.

all complete on warranty

4. Zama Building Project

This project is still in the financial and design stage. The committee met September 5th to discuss site options and building design.

Scheduled for tender opening April/09.

5. La Crete Building Project

The project design and final drafting is near completion and the consultants are working on the tender package. The building committee met on September 5th to discuss details.

Scheduled for tender opening Mar 09

6. La Crete 102nd Street Paving

Project is well under way and the cement crew should be starting September 15, 2008. Project completion is estimated for October 15, 2008.

Final Cleanup 09

7. River Road (La Crete)

The project has been awarded and the contractor is supposed to start this week. The contractor seems to have a full work load and may be delayed; however we are pushing them. The project will be increased to include shoulder pulling for the last 800 meters. The project is estimated to be on budget.

and completed by July 09.

8. 98th Avenue La Crete

Project has been tendered and will close on September 16th at 1:00 p.m. and awarded at Council on September 24, 2008. Subject to a successful tender the underground portion should be completed this year. The balance of the project will be completed in 2009.

on schedule.

9. A.J.A. Friesen Road

The project has been posted for construction proposals according to the survey and design by Barlow. The proposed call closes in September and construction should start in late September 2008. Project is estimated to be complete late this fall.

Summer of 2009.

10. Buffalo Head Water Management

This project is being designed and will be tendered in September for completion this fall.

fall of 09.

spring of 09.

11. Blue Hills Water Management

The Agriculture Service Board is requesting engineering proposals and should complete design this fall. Some construction should happen late this year subject to final design and tender. *See ASB.*

12. Golf Course Road (La Crete)

This project is complete and on budget. ✓

13. La Crete South Access

Project is complete except for some minor water management which should be complete this fall. ✓

14. La Crete Water Plan

The project is being completed this fall and should be wrapped up by November 2008. *Summer 09.*

15. Rural Water

Needs Discussion.

I have met with Alberta Transportation and federal agencies to discuss funding. Some funding is available subject to submission of a successful proposal.

16. Fort Vermilion South Water Management

Complete except for Cleanup.

The final design of this project has been submitted to Alberta Environment for approval which is pending. Construction should start in September and be completed this fall.

17. Blumenort Intersection

Complete except for Seal Coat.

Project is substantially complete and we are submitting additional claims to Alberta Transportation for the power line upgrade.

18. Blumenort Road Upgrading & Storm Water Control

Complete except Cleanup

This project is substantially complete with final cleanup underway. Project is on or close to budget and will be completed by September 30, 2008.

19. Mackenzie Housing & 45th Street Paving (Fort Vermilion)

Complete except Cleanup

The project is underway and the cement crew is scheduled for September 18, 2008. The project had serious delays due to engineering and contractor problems getting the cement work complete. The project will get going full steam *+ some Landscaping*

once the curb crew is complete. Project is estimated to be complete by late October 2008.

20. Fort Vermilion 50th Street Overlay

Project is complete except for line painting. *Done*

21. Fort Vermilion 47th Street Paving

Project design is complete and tender will be out this week. Underground construction should be completed this fall and paving will be subject to weather conditions but likely next year. *tendered for 2009 const.*

22. Fort Vermilion West Water & Sewer

This project is being designed and proposal calls will be made this fall. Some construction could start this fall subject to weather and land agreements. *needs final Design.*

23. Regravelling Program

ongoing
Project is complete except for some patching in various locations.

24. Gravel Crushing

Complete until 2011/2012.
Crushing is near completion at the North Vermilion pit and we will be moving to West La Crete by September 15, 2008. Further crushing may happen at Tompkins and Fidler depending on budgets and weather.

25. High Level East Water Management

This project will be completed by late September 2008. ✓

26.4 Mile Road (1.5 miles of construction)

✓
This project is tendered and construction should start in mid September 2008 and be completed this fall.

27. Heliport Road Base Paving

complete except Culvert + Cleanup.
Project is tendered and awarded with construction to start mid September 2008. Completion should be mid October 2008.

28. Charlios Hill Storm Water Project

complete
Project will start soon and be completed in September 2008.

29. Inter-Municipal Negotiations

To be reported on by the Committee.

(today) Mar 10/09

30. Other Building Projects

For discussion.

Shops

31. Municipal Development Plan & Land Use Bylaw

These projects are underway and should be completed over the next few months.

same.

32. Airports

Tender documents are being worked on and will be presented to Council for review prior to tender call.

still needs definition + Budget.

33. General Maintenance

We have had an extensive culvert replacement and restoration program which should correct a lot of problems with storm water.

slightly less for 2009.

34. MK Strategy Group Study

This project is under way some local meetings are being planned.

?

In summary, September and October will be very busy with completion of several projects and getting applications in for 2009 funding. I would be pleased to answer any questions or discuss any projects Council wishes. Thank you and I look forward to a very productive September.

William Kostiw
CAO

*Note Mar 9/09
new projects list will
be provided once tenders are
awarded and funding approved.*



Attachments:

NA

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a. Municipal Bridge Funding Request Review	7
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d. Premier Stelmach Names New Deputy Minister of Executive Council	15
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CHALLENGE

NORTHERN 2009

Lead the Way



The Northern Alberta Development Council invites you to join us, April 22-24, 2009 in Cold Lake, for our tri-annual conference.

We are pleased to announce that the Hon. Ed Stelmach, Premier of Alberta, will be joining us on Thursday, April 23, as the keynote luncheon speaker.

This year's conference features several other prominent speakers:

Dr. Michael Mehta, Founding Principal, Richardson College of the Environment

Mr. Todd Hirsch, Senior Economist, ATB Financial

Dr. Avi Friedman, Director, Affordable Home Program, McGill School of Architecture

Ms. Heather Kennedy, Assistant Deputy Minister, Alberta-Oil Sands Sustainable Development Secretariat

Mr. Bruce Carson, Executive Director, Canada School of Energy and Environment

During the conference, you will also have the opportunity to explore different scenarios, which will be used to develop strategies for the future of northern Alberta.

Please join us for this unique opportunity to inspire leadership and commitment in Alberta's north.

The deadline for early registration is March 21, 2009.

To register or for more information visit

www.nadc.gov.ab.ca

Carol Gabriel

From: Anna Chandra [anna.chandra@aagi.ca]
Sent: Monday, March 09, 2009 11:07 AM
To: John Szumlas; Mary-Anne Stanway; Ed Rondeau; Julian Koziak; George deRappard; Shaun Miles; Gary Friedel; Paul Gervais; Gordon Hay; Jane Hettinger; Sylvia Kennedy; John Brodrick; Bob McEwen; Jenny Wallace; Radjko Dodic; Denis Shigematsu; Randy Hodgkinson; Don Good; Tim Stone; John Watt; Jim Spalding; David Blair; Barry Robinson; Village of Nampa; Paul Chalifoux; Roger Jackson; Allan Romeril; Diane Slater; Bob Miles; ray; Louis Grimble; Graham Kedgley; Roger Holland; Mike Rodzick; Luc Mercier; Ralph Henderson; Dale Monaghan; Rob King; Bob Hall; Kerry Pawluski; Bill Neufeld; Bill Kostiw; Lorne Hickey; Don Grimble; Karon Kosof; Dan Dibbelt; Allen Geary; Wayne Ayling; eclements; Doreen Lloyd; Jim Rennie; Dean Krause - Town of High Level; Jake Fehr; Morley K. Workun; Glenn Taylor; Trevor Thain /Mayor of Town of Whitecourt; Don Douglas; Caroline Grover; John Brodrick; Colette Borgun; Don Peterson; Michael Ouellette; Ernest Pawluski; Ernie Isley - Town of Bonnyville; APRIL- EVE WIBERG; Renée LaBoucane; Adrian Met; Leanne Beaupre;
Subject: municipalsecretary; Provost Economic Development
CAANA AGM and KBA Luncheon - Reminder

Dear CAANA Members:

CAANA Annual General Meeting will be held on March 18, 2009 at 9:30 AM - 11:30AM in the Ballroom B (Courtyard B), Ramada Hotel and Conference Centre, 11834 Kingway Avenue, Edmonton, AB.

The Annual General Meeting will be followed by a Kingsway Business Association luncheon discussing Downtown Airports and the Real Opportunities that they bring.

The special speaker will be Coleen Baker Former Director of General Aviation Page Field General Aviation Airport (a Downtown Airport) Ft. Meyers, Florida

MC: Patrick LaForge

Date: March 18, 2009
Time: 11:30am - 1:30pm
Location: Ramada Hotel & Conference Centre
11834 Kingsway (Wildrose Ballroom 1 & 2)
Edmonton, AB

Tickets: Table of Eight \$300.00
Individual \$ 45.00

**Please register yourself for Kingsway Business Association Luncheon by clicking here: **
<https://kba.gobigevent.com/prothos/onware.x/conference/web/index.p?!=public=12343728804694=1=28247153&Conference=283>

Deadline to reserve is March 13, 2009 (providing there is still space)

Agenda of the items of business will be sent shortly.

Please contact me via email to let me know if you will or will not be attending the March 18, 2009 meeting, my email address is anna.chandra@aagi.ca

We need your support and attendance.

Regards,

Anna

Carol Gabriel

From: Joulia Whittleton
Sent: Thursday, March 05, 2009 4:13 PM
To: Council
Cc: Bill Kostiw
Subject: FW: Your Alberta (March 2009)

Joulia Whittleton

Director of Corporate Services

Mackenzie County
P.O. Box 640, Fort Vermilion, AB, T0H 1N0, Canada
Tel.: (780)-927-3718, Fax: (780)-927-4266
Toll Free: (877)-927-0677
Cell: (780)-841-8343 Email: jwhittleton@mackenziecounty.com

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From: Mail Manager [<mailto:mail@senderauthenticated.com>] **On Behalf Of** Government of Alberta
Sent: Thursday, March 05, 2009 3:09 PM
To: Joulia Whittleton
Subject: Your Alberta (March 2009)



Connecting you to provincial news and information

March 2009

Alberta

Alberta's plan for economic recovery

A Message from Premier Ed Stelmach

The effects of the global financial crisis are being felt around the world.

Alberta is better positioned than other jurisdictions in North America going into this downturn. Our focus is on making good, rational decisions that ensure Alberta is best positioned coming out of recession.



We have a three-year plan to keep Albertans working, and to keep money flowing through our economy. First, we're going to watch our spending. Second, we're going to draw on our emergency savings to protect the programs and services that Albertans rely on. Third, we'll continue to invest in our people and our infrastructure to support our quality of life, and the creation of new jobs and a competitive economy. And fourth we're going to promote Alberta in the global marketplace to preserve our export markets and our future prosperity.

Elements of this plan have already been implemented including a

IN THIS ISSUE

- [Alberta's plan for economic recovery](#)
- [Three-point incentive program for energy sector](#)
- [New research program takes classroom anywhere, anytime](#)
- [Extending the use of Olympic legacy facilities](#)
- [New licence plate design put on hold](#)

EDMONTON TO HOST 2010 GREY CUP

Edmonton has been chosen as the host city for the 2010 Canadian Football League Grey Cup. Alberta has the privilege of holding the event two years in a row as Calgary is the

three-year capital plan to invest in necessary public infrastructure. Because we know how important it is to stay confident and keep building our province to position Alberta for continued economic leadership in the future.

We need to be flexible enough to meet challenging times. Our economic plan will give us the flexibility to see Alberta through the next several years. More details on priorities for the upcoming year will be released in the provincial budget on April 7.

ree-point incentive program for energy sector

The Government of Alberta has announced a new three-point incentive program designed to help keep Albertans working in the province's energy sector during the current global economic slowdown.

This program will encourage new investment and help keep Albertans at work. It will benefit families and local businesses, while generating provincial revenues the government can invest in programs that are important to Albertans.

READ THE THREE POINTS OF THE PLAN

Research program takes classroom anywhere, anytime

Research focusing on ways to use small, portable devices such as cell phones and PDAs to deliver courses and instructional material to Albertans could revolutionize education worldwide.

The research conducted by Dr. Kinshuk, the newly appointed iCORE/Xerox/Markin Industry Research Chair at Athabasca University, will take mobile technology like commonly available cell phones and use it to free students to work at their own pace and from the location of their choice.

Dr. Kinshuk's work supports two key government priorities - enhancing research capacity in growth sectors and increasing student access to Campus Alberta.

READ ABOUT AN EXAMPLE OF THIS TECHNOLOGY

Agreement extending the use of Olympic legacy facilities

The governments of Alberta and British Columbia have agreed to work together to promote continuing use of Winter Olympic legacy venues in both provinces.



With this agreement, the provinces formalize their goal of ensuring that these venues continue to support high performance athletes in training and competitions, as well as recreational users of all levels.

LEARN MORE ABOUT HOW THIS WILL BE DONE

Current licence plate design put on hold

The introduction of a new licence plate design for the province has been postponed, and instead a lower cost approach will be taken by adding a fourth number to the existing plate once the available plate configurations run out later this year.

The current plate design has been in place since 1983 and the number of available configurations on the passenger class plate will run out this summer. At that time, any new plates that are issued will include a fourth number, creating seven-digit plates with an ABC-1234 configuration.

VISIT THE WEBSITE FOR MORE INFORMATION

proud host of the Grey Cup in 2009.

SERVICE DOGS ACT NOW IN EFFECT

Albertans with disabilities who use qualified service dogs now have access to all public places in the province. These are the same rights as blind and/or visually impaired persons who use a guide dog.

Read more about service dogs for people with disabilities

PLANNING TO GET AWAY?

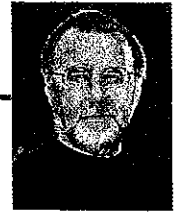
Alberta's provincial parks and protected areas provide access to some of the best destinations in North America for nature-based outdoor recreation and natural heritage appreciation. Plan ahead and find out about site closures or activities that may impact your trip.

Visit the parks website

SIMPLE ACTS TO REDUCE WASTE

You can take a couple of simple steps to reduce waste. Print and copy on both sides of paper. Use discarded paper for scrap paper. Recycle printer cartridges.

For more tips, visit the One Simple Act website



by George B. Cuff

LEADERS UNDERSTAND POWER

Leadership is often associated with power. While such power may not be easily discerned, it is nonetheless real. It is felt in the capacity and ability of someone to move others to action, both that which they may support, and that which might be required of them.

Such authority is held both by a council and the chief administrative officer. The power of a council is likely best understood in the context of its authority to control the direction of the community through its policies. The latter's power (i.e. that of the administration) is vested behind the scenes and is expressed through the ability of a CAO to compel action based on the power that comes through his or her position and moral authority in the organizational structure.

The power of a council derives from a fabric of interdependent sources, all of which are clearly attributed to legislation and public acceptance of the principle of democracy. These include the following broad areas of over-arching authority.

Legislative authority – Municipalities are accorded authority by virtue of the legislation that governs their actions and decisions. These spheres of authority are accorded to the council and cannot, except in limited instances, be dele-

gated to others. The power of a council to govern by by-laws and policies commits the administration to actions to be carried out by the organization.

Power of the people – At the core of a council's powers is its representation of the public interest. This source of power is not exceeded by anything brought to the table by the administration or by any community group. In effect, the public conveys its support and goodwill to those elected and commits to standing behind them in their exercise of legitimate authority. While such support is tenuous, and the public opinion often volatile, the continuation of a council in office is almost certain.

Strategic vision – While council may seek the input of the administration and the public in the development of its strategic plan, at the end of the process, council should "own" the vision, goals, and priorities. This process is important to the accomplishments of any council as the outcomes should be clearly defined goal statements and prioritized objectives. When combined with a process of measurement and reporting, the strategic plan "comes alive" as the community becomes aware of its council's plans and results. If this process is con-

ducted in a planned, thoughtful manner, the council will control the key outcomes, projects, and/or issues.

Financing and taxation – Each council is responsible for the approval of the operational and capital budgets (and generally the degree of movement of funds between accounts). While the strategic plan sets the framework, the budget puts the meat on the bones and determines actual projects (and often their timing). Not much happens in any community, large or small, without council's approval of the municipal budget and tax rate.

Decision making – Whereas the administration can establish administrative policy within the broader policy framework approved by council, the policies of a community are those which are controlled by the elected officials. Not only is the council responsible for setting direction through policies, it also directs much of what a municipality does through by-laws. Again, while these are generally drafted by the administration and may be commonplace in some instances, by-law approval is generally limited to elected officials.

Organization structure – A council ought to be that body that approves the organization structure at the very senior levels (i.e. CAO and department heads). This provides a council with control over the number of departments, which drives much of the costs of any budget. Further, council will control the number of full-time personnel through budget

George B. Cuff, CMC, our *governance zone* expert, has been involved in local government in one way or another since 1970. He has been a recreation and youth specialist, a department head, a mayor for 12 years and a consultant/advisor to municipalities since 1976. He is the author of the new book *Off the Cuff: A Collection of Writings by George B. Cuff*; and *Making a Difference: Cuff's Guide for Municipal Leaders, Volumes 1 and 2*, published by Municipal World, as well as dozens of magazine articles and columns in *Municipal World* since 1984.

approval (i.e. total personnel costs), as well as the compensation policy as it affects the position of CAO.

Organizational management – In conducting ongoing reviews of the performance of the CAO, the council can direct the performance of the organization as a whole. It is during the review of the CAO that a council will discuss the overall performance of the administration, and the capacity and competence of the CAO to direct the administration.

Governance processes – A council is also the body that has the authority to

control much of its governance processes. Council can determine what issues will be discussed on an agenda and in what order; what governance model (i.e. standing committees, committee of the whole, no committees, public advisory committees, etc.) it will adopt as its preferred approach to decision making; to which advisory committees it will appoint council members, for how long, and with what authority; whether or not certain committees will have the authority to direct action or simply recommend action to council; and so on.

In summary, while it may seem to

some that considerable powers are conferred on the CAO and other members of the staff, it may not always be as readily apparent just how much power a council really exerts (or has the potential to exert). An effective governing body both understands and appreciates its moral authority to lead and its legislated right to exercise considerable power over the decisions and direction of the organization. A mature council not only understands such authority and power, it exercises these with respect and thoughtful, compassionate attention. MW

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January 2009

"Off The Shelf" HR

In a couple of our recent newsletters we have talked about the prevalent misconceptions about what the Human Resources (HR) Management function actually is and what HR should be if it is to add value and be a respected component of any organization. In this issue we talk about another misconception – the idea that “off the shelf” or “paint by numbers” HR packages and software programs will provide you with the required HR expertise and solve your HR issues. Such programs are increasing and many are succumbing to their highly misleading claims.

The growth of these programs is primarily due to the increasingly popular notion that a software program or hard copy “how to” package can be written to solve virtually every management problem. These so-called solutions are easily found on the web and many programs can be purchased and downloaded right there and then. Many fall prey to these programs and packages as they are looking for the illusive “silver bullet” that cures all with minimum effort. Silver bullets, however, don’t work and are not a viable alternative to sound people management practices which demand time, knowledge, and personal attention and decision making.

Another major reason for the increasing use of such programs is the insistence of our business schools at all levels to teach that everything can and should be quantified and measured and that such statistical analysis will resolve most issues. This will assist in identifying “business” issues such as quantity of sales, number of manufacturing defects, and amount of raw material wasted. It does not address the underlying “management” issues, however, such as how do we motivate our staff to increase sales, how do we get our staff to produce less defects, and how do we address performance issues such as overall accountability for continuous improvement and quality products. Recent studies of business schools have stated that, “quantitatively based analytical techniques received too much attention, while there was little attention given to developing leadership and interpersonal skills.”

Another study noted that, “contemporary business education focuses on the functions of business more than the practice of managing.”

What is missing is the understanding that organizations consist of people and it is their behavior that drives the organization for better or for worse. Statistical analyses, software programs, and other “paint by the numbers” packages cannot and will not, in themselves, change behavior. It is good management and the right overall organizational culture that determines staff behavior. Tools are not a substitute for face to face management.

Many of the websites in question make it quite clear that they are offering human resource management information systems (HRMIS) or tools for HR “record keeping and government reporting” or primarily for payroll and benefits. Other websites, however, imply that they are offering more than just tools. One has to read the offer carefully as well as be knowledgeable about HR in the first place in order to truly determine and understand what is being offered.

Please Circulate

<input type="checkbox"/>	_____	<input type="checkbox"/>	_____
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<input type="checkbox"/>	_____	<input type="checkbox"/>	_____
<input type="checkbox"/>	_____	<input type="checkbox"/>	_____

> Something to think about.

> . An Obituary Worth Reading contributed by Mr. Robert Hennsler of Las Vegas, NV. An Obituary printed in the London Times - Interesting and sadly rather true.

> Today we mourn the passing of a beloved old friend, Common Sense, who has been with us for many years. No one knows for sure how old he was, since his birth records were long ago lost in bureaucratic red tape. He will be remembered as having cultivated such valuable lessons as:

- > - Knowing when to come in out of the rain;
- > - Why the early bird gets the worm;
- > - Life isn't always fair;
- > - and maybe it was my fault.

> Common Sense lived by simple, sound financial policies (don't spend more than you can earn) and reliable strategies (adults, not children, are in charge). His health began to deteriorate rapidly when well-intentioned but overbearing regulations were set in place. Reports of a 6-year-old boy charged with sexual harassment for kissing a classmate; teens suspended from school for using mouthwash after lunch; and a teacher fired for reprimanding an unruly student, only worsened his condition.

> Common Sense lost ground when parents attacked teachers for doing the job that they themselves had failed to do in disciplining their unruly children. It declined even further when schools were required to get parental consent to administer sun lotion or an aspirin to a student; but could not inform parents when a student became pregnant and wanted to have an abortion.

> Common Sense lost the will to live as the churches became businesses; and criminals received better treatment than their victims.

> Common Sense took a beating when you couldn't defend yourself from a burglar in your own home and the burglar could sue you for assault.

> Common Sense finally gave up the will to live, after a woman failed to realize that a steaming cup of coffee was hot. She spilled a little in her lap, and was promptly awarded a huge settlement.

> Common Sense was preceded in death, by his parents, Truth and Trust, by his wife, Discretion, by his daughter, Responsibility, and by his son, Reason.

- > He is survived by his 4 stepbrothers;
- > I Know My Rights
- > I Want It Now
- > Someone Else Is To Blame
- > I'm A Victim

> Not many attended his funeral because so few realized he was gone. If you still remember him, pass this on. If not, join the majority and do nothing.

> Sad but very, very true

NEUROPSYCHOLOGICAL SYMPTOM CHECKLIST (NSC)

Name: _____

Please list your current medications:

1. _____

2. _____

3. _____

4. _____

5. _____

Below is a list of questions about your health and health habits. Please think very carefully and check every problem that applies. If you are not sure what the question means or not sure of your answer just draw a circle around the question and the doctor will help you with it later. Just be sure to answer every question.

Have you had...

1. lost of sense of smell

2. change in sense of smell

3. smell of bad odours

4. loss of sense of taste

5. change in sense of taste

6. bad taste

Are you...

7. blind in left eye

8. blind in right eye

9. blind in both eyes

10. colour blind

Do you...

11. wear glasses

12. wear contact lenses

Have you had...

13. blurred vision

14. double vision

15. loss of vision

16. blank spots in vision

17. flashing lights in vision

Are you...

18. deaf in the left ear

19. deaf in the right ear

20. deaf in both ears

Do you...

21. wear a hearing aid

Have you had...

22. loss of hearing

23. ringing in the ears

24. strange sounds in the ears

Have you had...

25. any paralysis

26. muscle weakness

27. muscle twitching

28. muscle spasms

29. trouble walking

30. coordination problems

31. balance problems

32. tremors or shakiness

33. problems with dropping things

Have you had...

34. numbness

35. "tingling skin"

36. "pins and needles"

37. loss of feeling

38. loss of telling hot from cold

39. change in skin

40. burning skin

Do you have...

41. pain

42. headaches

Have you had...

43. blackout spells

44. seizures or fits

45. fainting spells

46. periods where you "lose" time

Do you...

47. get lost often

48. forget where you are

49. forget time and day

50. forget meetings

51. have memory problems

Do you...

52. hear unusual sounds

53. see unusual things

54. have strange feelings

Does it seem that you...

55. can't think as quickly as before

56. are more easily distracted

57. can't concentrate

58. have trouble with "common sense"

59. find it hard to think clearly

Have you had trouble with...

60. using tools

61. telling right from left

62. getting dressed

63. remembering the right word when talking

64. understanding others

65. following conversation

66. your speech

67. with reading

68. with writing

Have you had problems with...

69. sadness or depression

70. anger or keeping your temper

71. stress, tension or anxiety

72. worry or guilt

73. change in your attitudes

74. loss of interest

Have you had...

75. childhood diseases or injuries

76. head injuries

77. problems with nerves

78. high fevers

79. serious infections

80. diabetes

81. kidney problems

82. problems with arthritis

83. liver problems

84. a stroke

85. heart problems

86. blood problems

87. cancer

88. hypertension

Have you had...

89. surgery. If yes - for what _____

Do you...

90. drink alcohol. If yes - how much _____

91. smoke tobacco. If yes - how much _____

92. take prescribed or over the counter medications. If yes - which ones _____

93. work with chemicals. If yes - which ones _____

Are there...

94. any family members with illness. If yes describe: _____

95. If there are any symptoms or medical problems that you have which have not been asked about on this form, please describe below: _____

Thank you for your cooperation. The doctor will go over all of your answers with you to fill in all the details.

Note Fair Market Value should apply to Counties Buying from Gov also quick access.

New legislation enhances process to assemble land for large-scale infrastructure projects

Province will be required to consult with affected landowners

Enhanced accountability, structure projects and to regulate future development within an approved project area, with the understanding that the land will ultimately be purchased by the Province.

"The success of the Transportation and Utility Corridor program, which includes the Edmonton and Calgary ring roads, is due in large part to government's foresight 35 years ago to start identifying and setting aside land for these important projects," said

Jack Hayden, Minister of Infrastructure. "This new legislation will facilitate similar types of projects that often require years of preparation, while ensuring affected Albertans are treated fairly and have the opportunity to provide input."

The legislation requires government to notify and consult with affected landowners before a proposed project area can be considered for approval. As part of the process, a project

designated project area will be fairly compensated for the acquisition of their value.

lands. The government's policy is to pay fair market value.



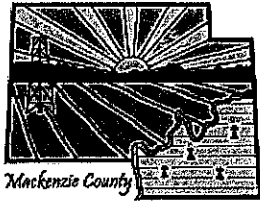
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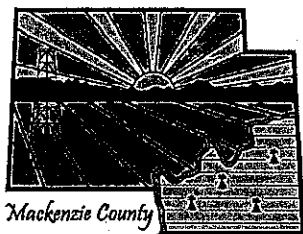
For more information please contact:

Mackenzie County Office 780-927-3718

Northern Lights Health Region 780-841-3221

La Crete Nursing Association 780-928-3750

www.mackenziecounty.com



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 10, 2009
Presented By:	Joulia Whittleton, Director of Corporate Services
Title:	2008 Capital Projects

BACKGROUND / PROPOSAL:

Council approves annual operating and capital budgets.

OPTIONS & BENEFITS:

Administration is in the process of reviewing the final costs of the 2008 projects, some of which came over budget and for which administration requests a decision of Council. Please see the attached document.

Although administration tries to obtain the most accurate figures for the budget purposes, historically, most projects' actual costs are usually some percentage over or under the budget figures.

Also attached are reconciliations of funds remaining in the Alberta Municipal Infrastructure Program, the Street Improvement Program and the New Deal for Cities and Communities Program.

COSTS & SOURCE OF FUNDING:

As proposed in the attached document

Please note that the 2008 operating surplus is currently estimated at \$940,000. This is due to lower actual cost for wages & salaries, salt & chemicals, travel and subsistence, building repair & maintenance, grants to other government codes, and higher return on investment, additional tax revenue due to assessment changes. **Please be advised that this figure will be finalized upon the 2008 audit completion and is subject to change.**

Author: _____ Review Date: _____ CAO _____

RECOMMENDED ACTION:

Motion 1: (requires 2/3)

That administration be authorized to fund the \$197,947 overage for the Fort Vermillion 45th Street and Mackenzie Housing project from the 2008 AMIP grant.

Motion 2: (requires 2/3)

That administration be authorized to fund the \$49,426 overage for the La Crete 109 Avenue Storm Sewer project from the 2008 SIP (\$35,148) and the Road Reserve (\$11,778).

Motion 3: (requires 2/3)

That administration be authorized to fund the \$157,378 overage for the Zama Access Road project from the Road Reserve.

Author: _____ Review Date: _____ CAO _____

La Crete 109 Avenue from 100 to 101 Street

	Budget	Actual cost	Total funding required to fund the project	Proposed source to fund coverage
Grant (SIP)	73,744		108,892	35,148 SIP grant
Reserve (ICR-PW)	24,581		36,359	11,778 ICR reserve
Total	98,325	145,251	145,251	46,926
Percent over budget		48%		

Fort Vermillion 45th Street and Mackenzie Housing Project

	Budget	Actual cost	Total funding required to fund the project	Proposed source to fund coverage
Grant (AMIP, approved @ 40%)	829,588		1,087,450	257,862 AMIP grant
Reserve (ICR-PW and GCR))	1,884,759		1,824,844	(59,915) to remain in reserve
Total	2,714,347	2,912,294	2,912,294	197,947
Percent over budget		7%		

Zama Access Paving

	Budget	Actual cost	Total funding required to fund the project	Proposed source to fund coverage
Grant (Resource Road Program)	1,087,322		1,087,322	-
Reserve (ICR-PW)	1,079,122		1,236,500	157,378 ICR reserve
Total	2,166,444	2,323,822	2,323,822	157,378
Percent over budget		7%		

Net effect on reserve 109,241

Mackenzie County Alberta Municipal Infrastructure Program

Projects:	Project status	2008 Budget	Municipal funding	AMIP	Other	% over/under for completed projects	2008 Actual Cost	AMIP applied	AMIP to be applied in 2009 to CF projects	Funding carried forward from 2007	2008 funding	Total funds available in fiscal year 2008	
FV 47th & 48th Ave	CF	\$1,175,659	\$555,165	\$500,000	\$120,494	-12%	\$331,375	\$276,148	\$168,625			\$2,218,528	
FV 50th Street Overlay	Complete	\$110,000	\$10,000	\$100,000		7%	\$97,252	\$97,252				\$1,651,171	
Four grader replacement	Complete	\$1,195,000	\$915,000	\$280,000		-46%	\$1,273,419	\$350,190				\$3,869,699	
Zama Bears paw Crescent	Complete	\$710,393	\$0	\$653,562	\$56,831		\$382,287	\$351,704					
FV 45th & Mackenzie Housing Subdivisor	CF?	\$2,714,347	\$1,884,759	\$829,588			\$2,912,294	\$1,087,455	\$405,874				
La Crete 98th Street Reconstruction	CF	\$500,000		\$500,000			\$94,126	\$94,126	\$90,803				
AJA Friesen Road	CF	\$700,000	\$350,000	\$350,000			\$259,197	\$259,197					
Regional SCADA (AMIP & AB WWTP)	CF	\$707,831		\$176,958	\$530,873		\$509,539	\$141,299					
Zama Wastewater System Repair	Complete	\$77,276		\$77,276		22%	\$94,365	\$94,365					
LA Crete - repair sewer along 100th street	Complete	\$50,000		\$50,000		-37%	\$31,434	\$31,434					
TOTAL							\$2,783,170	\$700,961		\$3,484,131			
							BALANCE REMAINING						\$385,568

Street Improvement Program

Projects:	Project status	2008 Budget	Municipal funding	SIP	Other	% over/under for completed projects	2008 Project Cost	SIP applied	SIP to be applied in 2009 to CF projects	Funding carried forward from 2007	2008 funding	Total funds available in fiscal year 2008	
La Crete - 98th, 105th and 104th	Complete	\$76,841		\$57,631		0%	\$76,841	\$54,701				\$134,515	
FV 47th & 48th Ave	CF	\$1,175,659	\$555,165	\$120,494	\$500,000	-46%	\$382,287	\$30,583	\$120,494			\$184,980	
Zama Bears paw Crescent	Complete	\$710,393	\$0	\$653,562		48%	\$145,251	\$108,892				\$319,495	
La Crete 109 Ave Storm Sewer	Complete	\$98,325	\$24,581	\$73,744									
TOTAL							\$194,176	\$120,494		\$314,670			
							BALANCE REMAINING						\$4,825

New Deal for Cities and Communities

Projects:	Project status	2008 Budget	Municipal funding	NDCC	Other	% over/under for completed projects	2008 Project Cost	NDCC applied	NDCC to be applied in 2009 to CF projects	Funding carried forward from 2007	2008 funding	Total funds available in fiscal year 2008	
Zama Valve & Hydrant Repair	Complete	\$293,000		\$293,000		-20%	\$234,018	\$230,342				\$92,355	
TOTAL							\$230,342	\$230,342	\$0			\$273,592	
							BALANCE REMAINING						\$355,947

10. a)

Mackenzie County
Capital Projects Summary
For the Twelve Months Ending December 31, 2008

FINANCES APPLIED	ACTUAL	BUDGET	\$ variance	% variance	GRANT	MUNICIPAL SOURCE
PROJECTS PROPOSED TO BE CF TO 2009						
Dpt 12: Administration						
New Assets Additions						
Contributed to Reserves						
(01) Java Investments - land purchase (CF from 2007)	\$240,416	\$250,000	\$9,584	-4%		
(02) Internet security server	\$14,091	\$13,804	(\$287)	2%		
(03) La Crete office building	\$404,194	\$2,210,000	\$1,805,806	-82%	\$902,903	\$902,903 borrow
(04) Zama multi-use facility	\$0	\$7,000,000	\$7,000,000	-100%	?	\$1,500,000 borrow
(05) La Crete office: Xerox replacement (currently leased)	\$36,027	\$36,000	(\$27)	0%		
(06) For FV Hospital - Ford 9 passenger handivan	\$0	\$80,000	\$80,000	-100%	\$40,000	\$40,000 reserve
(07) Fort Vermilion - corporate office upgrade	\$0	\$750,000	\$750,000	-100%		\$750,000 borrow
New Assets Additions	\$694,728	\$10,339,804	\$9,645,076	-93%		
Non-Asset Increasing						
(50) Furniture & equipment (CF from 2007)	\$1,552	\$1,558	\$6	0%		
(51) Municipal Heritage program (CF from 2007)	\$22,733	\$25,259	\$2,526	-10%		
(52) PC hardware, software, licenses	\$19,822	\$23,000	\$3,178	-14%		
(53) Replacement PCs for staff	\$24,001	\$26,500	\$2,499	-9%		
(54) GIS - utilities, rural addressing, transportation (CF from 2007)	\$115,189	\$142,605	\$27,416	-19%		\$27,416 reserve
(55) Zama Office (renov. and engineering of new) (CF from 2007)	\$4,995	\$11,335	\$6,340	-56%		
(57) Project Costing Software (CF from 2007)	\$0	\$60,000	\$60,000	-100%		
(59) Tables and chairs for Council Chamber	\$0	\$25,000	\$25,000	-100%		\$25,000 reserve
(60) Municipal Heritage Program - Stage 2 - Inventory	\$0	\$60,000	\$60,000	-100%	\$30,000	\$30,000 reserve
(61) MK Strategy - Seniors Lodge Study	\$44,298	\$50,000	\$5,702	-11%		\$5,702 reserve
Non-Asset Increasing	\$232,588	\$425,257	\$192,669	-45%		
Total Administration	\$927,317	\$10,765,061	\$9,837,744	-91%		

Dpt 23: Fire Department						
New Assets Additions						
Contributed to Reserve						
Non-Asset Increasing						
(51) Zama fuel break (CF from 2007)	\$135,000	\$135,000	\$0	0%		
(52) Zama Fire Rescue hall repairs	\$5,085	\$34,500	(\$29,415)	-100%		\$34,500 reserve
(53) FV Fire Rescue: additional SCBA tanks	\$5,085	\$3,992	(\$1,093)	27%		
Non-Asset Increasing	\$140,085	\$173,492	\$33,407	-19%		
Total Fire Department	\$140,085	\$173,492	\$33,407	-19%		

Dpt 25: Ambulance						
New Assets Additions						
(01) La Crete: modular ambulance unit	\$0	\$134,375	\$134,375	-100%		
(06) two way communications upgrade (CF from 2007)	\$0	\$150,000	\$150,000	-100%		\$75,000 reserve
(50) High Level: automatic transport ventilators	\$0	\$6,440	\$6,440	-100%		
(52) High Level: fluid/medic. infusion pumps	\$0	\$7,300	\$7,300	-100%		
New Assets Additions	\$0	\$298,115	\$298,115	-100%		
Non-Asset Increasing						
(51) Ambulance Shop - FV (CF from 2007)	\$0	\$99,962	\$99,962	-100%		
Non-Asset Increasing	\$0	\$99,962	\$99,962	-100%		
Total Ambulance	\$0	\$398,077	\$398,077	-100%		

FINANCES APPLIED	ACTUAL	BUDGET	\$ variance	% variance	GRANT	MUNICIPAL SOURCE
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PROJECTS PROPOSED TO BE CF TO 2009

Dpt 32: Transportation / Public Works

New Assets Additions

Contributed to Reserves

(02) 3 Solar LED crosswalk beacons: 2 hamlets, 1 LC	\$13,332	\$12,000	(\$1,332)	11%		
(03) FV: 47th & 49th Ave (50m), drainage, pavement	\$331,376	\$1,175,659	\$844,283	-72%	\$289,118	\$555,165 reserve
(04) FV: 50 Street, overlay	\$97,252	\$110,000	\$12,748	-12%		
(05) FV: equipment & vehicles	\$71,019	\$99,000	\$27,981	-28%		
(07) Four graders replacement (CF from 2007)	\$1,273,419	\$800,000	(\$473,419)	59%		budget is net of trade-in, actual is at gross
(08) FV: major shop tools (plasma cutter, welder etc.)	\$5,328	\$12,500	\$7,172	-57%		
(10) La crete equipment & vehicles (CF from 2007)	\$18,455	\$18,548	\$93	-1%		
(11) Zama access paving (CF from 2007)	\$2,323,822	\$2,166,444	(\$157,378)	7%		
(12) La Crete South access turning lane (CF from 2007)	\$1,672	\$55,118	\$53,446	-97%		\$53,446 reserve
(13) FV & LC: paving of small sections in town	\$76,841	\$76,841	\$0	0%		
(14) LC 100th Street crosswalk traffic lights (CF from 2007)	\$0	\$19,117	\$19,117	-100%		
(16) LC 102 Str & 92 Ave curb, gutter & sidewalk (CF from 2007)	\$1,586,545	\$1,813,231	\$226,686	-13%		\$226,686 reserve
(17) LC: 105 Ave and 98 Ave hot mix	\$58,240	\$80,000	\$21,760	-27%		
(18) Zama Bears paw Crescent (CF from 2007)	\$382,287	\$710,393	\$328,106	-46%	\$50,000	
(20) LC: 2 attachments for the plowtrucks	\$121,585	\$110,000	(\$11,585)	11%		
(21) LC: 98th Ave pavement, curb, sewer	\$94,126	\$3,700,000	\$3,605,874	-97%	\$2,005,874	\$1,600,000 reserve
(22) LC: equipment & vehicles	\$58,132	\$101,000	\$42,868	-42%		
(23) LC 99th Street reconstruction (CF from 2007)	\$1,189,540	\$1,373,540	\$184,000	-13%		
(24) LC: major shop tools (incl. hydraulic press)	\$12,366	\$12,500	\$134	-1%		
(25) LC: repair storm sewers along 100th Street	\$31,434	\$50,000	\$18,566	-37%		
(26) LC: shop construction (relocate shop)	\$3,009	\$10,000	\$6,991	-70%		
(27) Road reconstruction	\$253,080	\$260,943	\$7,863	-3%		
(28) Road reconstruction (farm access)	\$203,410	\$208,942	\$5,532	-3%		
(29) Specials: Apache Road	\$0	\$50,000	\$50,000	-100%		\$50,000 reserve
(30) Specials: Assumption	\$0	\$20,000	\$20,000	-100%		
(31) Specials: Highway 88	\$3,400	\$30,000	\$26,600	-89%		
(33) Street lighting for dark spots in hamlets	\$79,006	\$80,000	\$994	-1%		there is nothing to CF
(34) Resource Rd project (Hwy 88 conn. or Zama access rd)	\$3,015,703	\$3,000,000	(\$15,703)	1%		
(36) Zama: tow behind mower for ditches	\$7,550	\$6,000	(\$1,550)	26%		
(37) FV: reconstruction of 53rd Street	\$0	\$689,000	\$689,000	-100%		
(39) Zama: Aspen Drive improvement (Tower Rd to school)	\$1,196,692	\$1,276,800	\$80,108	-6%		
(40) One truck scale (gravel projects)	\$0	\$50,000	\$50,000	-100%		\$50,000 reserve
(42) Loader	\$171,000	\$190,000	\$19,000	-10%		
(53) Gravel exploration	\$12,585	\$62,300	\$49,715	-80%		\$49,715 reserve
(56) Non-conforming roads (CF from 2007)	\$0	\$50,000	\$50,000	-100%		
(57) Heliport Road - 2 miles road reconstruction	\$793,784	\$705,000	(\$88,784)	13%		
(60) Blumenort Road	\$279,552	\$250,000	(\$29,552)	12%		there is nothing to CF
(61) Hwy 897 drainage (Buffalo Head)	\$15,176	\$100,000	\$84,824	-85%		\$84,824 reserve
(62) LC 109 Avenue from 100 to 101 Str storm sewer mains (CF from 2007)	\$145,251	\$98,325	(\$46,926)	48%		
(64) FV 45th Str from River Rd to 46 Ave incl. Mack. H. storm water (CF)	\$2,912,294	\$2,714,347	(\$197,947)	7%		there is nothing to CF
(66) Road construction - SE 12 104 16 W5	\$44,350	\$50,000	\$5,650	-11%		\$5,650 reserve
(67) LC North (100th Str) - 2 miles road reconstruction	\$340,383	\$800,000	\$259,617	-43%	\$259,617	
(68) LC 101 Ave accesses from 102 - 107 Street (CF from 2007)	\$0	\$12,534	\$12,534	-100%		
(69) Blumenort Rd / intersection project (CF from 2007)	\$632,787	\$657,980	\$25,193	-4%		
(70) Golf Course Road (NE La Crete) - 1km	\$80,000	\$80,000	\$0	0%		
(71) Rocky Lane West & North - 2 miles road reconstr.	\$0	\$200,000	\$200,000	-100%	\$200,000	
(73) Zama Rubber Tire Backhoe	\$106,092	\$106,092	(\$0)	0%		
(75) AJA Friesen Road Reconstruction	\$259,197	\$700,000	\$440,803	-63%	\$90,803	\$350,000 reserve
(76) Boyer River Bridge BF75877	\$32,191	\$100,000	\$67,810	-68%		\$67,810 reserve
(77) Adair Creek (Zama) BF86211	\$14,814	\$300,000	\$285,186	-95%		\$285,186 reserve
New Asset Additions	\$18,348,076	\$25,154,154	\$6,806,078	-27%		
Non - Asset Increasing						
(52) FV: small equipment for shop	\$5,208	\$7,500	\$2,292	-31%		
(54) LC: minor small equipment for shop	\$4,848	\$7,500	\$2,652	-35%		
(59) Ditch cleanout	\$0	\$20,000	\$20,000	-100%		\$20,000 reserve
(74) Zama Salt Shed Repair	\$16,943	\$17,000	\$57	0%		
Non - Asset Increasing	\$26,999	\$52,000	\$25,001	-48%		
Total Transportation	\$18,375,075	\$25,206,154	\$6,831,079	-27%		

FINANCES APPLIED	ACTUAL	BUDGET	\$ variance	% variance	GRANT	MUNICIPAL SOURCE
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PROJECTS PROPOSED TO BE CF TO 2009

Dpt 33: Airport

New Assets Additions

Non-Asset Increasing

(51) Airports planning (CF from 2007)	\$25,150	\$100,000	\$74,851	-75%		\$74,851 reserve
(52) REDI (CF from 2007)	\$109,015	\$87,799	(\$21,216)	24%		verage is offset with THL & REDI payments and interest
(53) Airport vicinity protection area (AVPA)	\$0	\$20,000	\$20,000	-100%		\$20,000 reserve
Non-Asset Increasing	\$134,165	\$207,799	\$73,634	-35%		
Total Airport	\$134,165	\$207,799	\$73,634	-35%		

Dpt 41: Water Treatment & Distribution

New Assets Additions

(01) Regional SCADA (CF from 2007)	\$509,539	\$707,831	\$198,292	-28%	\$198,292	
(02) Zama water treatment system (CF from 2007)	\$7,639,482	\$9,626,514	\$1,987,032	-21%		
(03) One truck: 3/4 ton quad cab (Zama)	\$0	\$37,000	\$37,000	-100%		
(04) La Creta water treatment system (CF from 2007)	\$3,813	\$79,714	\$72,901	-91%	\$72,901	
(05) FV lift station & WTP structure upgrade (CF from 2007)	\$407,833	\$600,000	\$192,112	-32%		\$192,112 reserve
(06) Remote meter reader (CF from 2007)	\$5,187	\$4,765	(\$422)	9%		
(07) 2 year hydrant & valve repair program: year 2	\$234,018	\$293,000	\$58,982	-20%		
(08) FV water line extensions (along River Rd & 50th Str)	\$3,231	\$500,000	\$496,739	-99%		\$496,739 reserve
New Assets Additions	\$8,806,187	\$11,848,824	\$3,042,637	-26%		

Non-Asset Increasing

(50) Buffalo head water point upgrade Phase 2 (CF from 2007)	\$12,518	\$14,971	\$2,453	-16%		
(51) FV water line - 50th Street & 43 Ave review & planning	\$0	\$68,211	\$68,211	-100%		
(53) Rural water review	\$12,431	\$50,000	\$37,539	-75%		\$37,539 reserve
(54) Regional Water Study	\$58,737	\$75,000	\$16,203	-22%	\$16,203	
Non-Asset Increasing	\$83,775	\$208,182	\$124,407	-80%		

Contributions to Reserves

Total Water Treatment

Total Water Treatment	\$8,889,963	\$12,057,006	\$3,167,043	-26%		
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Dpt 42: Sewer Disposal

New Assets Additions

(01) Zama Waste Water upgrade - phase 2 (CF from 2007)	\$3,155,544	\$7,010,433	\$3,854,942	-55%	???	
(02) Sewer lift station for northeast LG	\$0	\$600,000	\$600,000	-100%		\$600,000 borrow
(50) FV Main lift station upgrade (CF from 2007)	\$374,805	\$342,621	(\$32,184)	9%		
New Assets Additions	\$3,530,349	\$7,953,107	\$4,422,758	-56%		

Non-Asset Increasing

(52) La Creta Lagoon Study (CF from 2007)	\$0	\$22,225	\$22,225	-100%		\$22,225 reserve
(53) Zama wastewater system repair (CF from 2007)	\$94,365	\$77,276	(\$17,089)	22%		
Non-Asset Increasing	\$94,365	\$99,501	\$5,136	-5%		

Addition to Reserves

Total Sewer

Total Sewer	\$3,624,714	\$8,052,608	\$4,427,894	-55%		
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FINANCES APPLIED	ACTUAL	BUDGET	\$ variance	% variance	GRANT	MUNICIPAL SOURCE
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PROJECTS PROPOSED TO BE CF TO 2009

Dpt 43: Solid Waste

New Assets Additions						
(01) Tire bunkers (CF from 2007)	\$20,595	\$20,000	(\$595)	3%		
(02) Bin replacement	\$57,305	\$56,500	(\$805)	1%		
(03) Waste transfer station upgrades	\$45,731	\$42,000	(\$3,731)	9%		
New Assets Additions	\$123,632	\$118,500	(\$5,132)	4%		
Total Solid Waste	\$123,632	\$118,500	(\$5,132)	4%		

Dpt 61: Planning & Development

New Assets Additions

Non-Asset Increasing

Payments for Oversizing

(01) Subdivision in Zama	\$27,990	\$73,885	\$45,895	-62%		\$2,010 reserve
(02) Waterfront cottage dev. (Wadlin/Machesis)		\$10,000	\$10,000	-100%		\$10,000 reserve
(51) Country Residential Study (CF from 2007)	\$0	\$20,700	\$20,700	-100%		
(55) LiDar Imaging (CF from 2007)	\$0	\$100,000	\$100,000	-100%		
(56) Municipal dev. plan & land use bylaw update	\$64,137	\$119,000	\$54,863	-46%	March 10, 2009 RFD to Council	
(57) GIS Aerial photography	\$95,598	\$100,000	\$4,402	-4%		
Non-Asset Increasing	\$187,725	\$423,585	\$235,860	-56%		
Total Planning & Development	\$187,725	\$423,585	\$235,860	-56%		

Dpt 63: Agriculture

New Assets Additions

Contributed to Reserve

(01) Rosenberger drainage - lines 3 & 7 (CF from 2007)	\$0	\$27,439	\$27,439	-100%		
(51) Fort Vermilion south drainage phase 2 (West of 88) (CF from 2007)	\$245,655	\$348,850	\$103,195	-30%		\$103,195 reserve
(55) Hugh Flett drainage (88, culvert)	\$0	\$40,000	\$40,000	-100%		
(57) High Level drainage project (CF from 2007)	\$37,980	\$44,630	\$6,650	-15%		\$6,650 reserve
(58) Blue Hills drainage (CF)	\$59,954	\$159,203	\$99,249	-62%		\$99,249 reserve
New Assets Additions	\$343,589	\$620,122	\$276,533	-45%		
Non-Asset Increasing						
(52) Blue Hills drainage study (CF from 2007)	\$0	\$10,105	\$10,105	-100%		\$10,105 reserve
(56) Zama surface water drainage management study (CF from 2007)	\$0	\$11,625	\$11,625	-100%		\$11,625 reserve
Non-Asset Increasing	\$0	\$21,730	\$21,730	-100%		
Total Agriculture	\$343,589	\$641,852	\$298,263	-46%		

FINANCES APPLIED ACTUAL BUDGET \$ variance % variance GRANT MUNICIPAL SOURCE

PROJECTS PROPOSED TO BE CF TO 2009

Dpt: 72: Parks & Playgrounds

New Assets Additions

Contributed to Reserve

(02) Shelter areas (CF from 2007)	\$41,000	\$17,755	(\$23,245)	131%	
(03) Parks improvements (CF from 2007)	\$0	\$18,453	\$18,453	-100%	
(04) Campgrounds improvements	\$34,414	\$104,200	\$69,786	-67%	\$69,786
(05) Machesis & Wadlin: washrooms, benches, tables	\$22,071	\$26,676	\$4,605	-17%	\$4,605
(50) Washrooms at FV Parks (CF from 2007)	\$0	\$38,267	\$38,267	-100%	
(52) Bear bins	\$7,737	\$7,200	(\$537)	7%	

New Assets Additions	\$105,222	\$212,551	\$107,329	-50%	
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Non-Asset Increasing

(51) Zama Beautification Program (CF from 2007)	\$14,500	\$20,884	\$6,384	-31%	\$6,384 reserve
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Non-Asset-Increasing	\$14,500	\$20,884	\$6,384	-31%	
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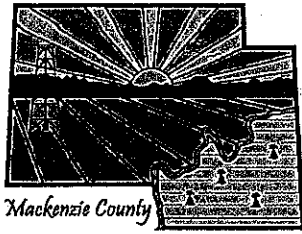
Total Parks & Playgrounds	\$119,722	\$233,435	\$113,713	-49%	
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TOTAL FINANCES APLIED	\$32,865,987	\$58,277,569	\$25,411,582	-44%	\$4,200,103 \$4,728,783
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To be taken from reserve

\$3,752,903

To be borrowed



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 10, 2009
Presented By:	Joulia Whittleton, Director of Corporate Services
Title:	La Crete Community Library

BACKGROUND / PROPOSAL:

Mackenzie County Council provides various support to the local non-profit organizations.

In the past, the La Crete Community Library approached the County with respect to obtaining \$265,000 grant towards a property purchase (a building and a lot). The total project cost was estimated at \$874,500 and included cost of renovations.

The County passed the following motion and a letter was sent:

That the County offer to the La Crete Community Library cost sharing at a value to be determined in the budget to the library expansion be in conjunction with the school.

OPTIONS & BENEFITS:

The La Crete Community Library submitted an application under the Major Community Facilities Program sometime ago. They have been contacted recently by a representative from the MCFP.

Please see the attached correspondence.

COSTS & SOURCE OF FUNDING:

There is no funding for the La Crete Community Library identified in the current County budget at this time.

RECOMMENDED ACTION:

For discussion

Author: _____ Review Date: _____ CAO 

Carol Gabriel

From: Carol Gabriel
Sent: Friday, February 27, 2009 1:57 PM
To: Joulia Whittleton
Subject: FW: urgent re MCFP application

FYI – we still don't have the report back from the architect and he is on holidays until March 9th.

carol gabriel
executive assistant
mackenzie county
780.927.3718

From: Joyce Wieler [mailto:joycewieler@hotmail.com]
Sent: Friday, February 27, 2009 1:28 PM
To: Bill Kostiw
Subject: urgent re MCFP application

Hello Bill.

Back in October 2007 the La Crete Community Library applied to the Major Community Enhancement Program (MCEP) for funding to purchase the Super J building to renovate for the library. Last year we were to forward to them a letter of support from the County in regards to renovation funding from the County. The County did not approve our grant request and the MCEP application was shelved from the library's point. I received a call from Sharon Hurst from AB Lottery yesterday. She mentioned that the funding we had initially applied for was a 2 year program and if we still wanted to move forward with the application we could do so even if our option of a building had changed. Following is the information that MCEP would need to continue with this application. I know the architect was to get the information to us by Feb. 21 but in contacting Carol, nothing has been sent. I understand he will be out of his office until March 9. Sharon from MCEP also stated that since the AB Provincial Government has not yet set out the budget that there is no guarantee that funding will be available for the MCEP in the future. If we want to try for funding for the addition to the school we need to act fast and forward the information needed to the AB Lottery Fund by **March 31**. This is short notice, however, I think we can manage to meet that deadline if the County can make a decision as soon as the draft cost from the architect is in for the addition to LCPS. Would it be possible? It would be in the County's best interest to receive a substantial grant for this project.

Below is the email received from Sharon at MCEP.

Thanks.

Joyce
Chairperson LCCL

Joyce

Thank you for discussing the La Crete Community Library Committee's MCFP Application for the La Crete Community Library. Your application number is 9001140-70.

You have indicated MacKenzie County does not support your application as initially submitted. You have indicated they requested you investigate the possibility of adding the library on to the school rather than purchasing and renovating a building. You have indicated you are waiting for cost figures from the architect and will then consult with the County regarding this project.

If you revise your project, we will require the following information for your file:

1. Facility address including legal land description. We will need documentation pertaining to who the property owner is as well as who the building owner will be and the type of agreements there will be between the owner(s) and your organization. You will need to show care and control of this facility for a 5 year period.
2. An updated executive list as the list submitted with the application is from 2007.
3. A revised project description and statement on public access including hours of operation. The library will require

- an entrance designed for after school-hours use.
4. A new budget with updated costs and funding shown. Please ensure the costs in the budget are supported by quotes and/or estimates. Please provide confirmation of all funding for this project. If any of the funding is from a provincial source, please indicate. If not all funds are committed, please provide a plan addressing how you will raise the additional funds necessary to complete this project. There must be enough funding in place and committed to ensure this project is viable.
 5. Support for this project from MacKenzie County and confirmation of the amount of funding they are contributing to this project.
 6. Support for this project from the Fort Vermilion School Division #52 if the library is to be built attached to the school on land owned by the division.
 7. Updated financial statement. As your financial statement is unaudited, it must be accepted and signed by two directors.
 8. Plans/drawing for the new library and school.
 9. An annual operating budget including revenues and expenses projected for a 5 year period. Please indicate how any potential operating expenses would be addressed.

As discussed, MCFP is scheduled to end March 31, 2009. All updated information would need to be received in time to conclude processing of your application before that date.

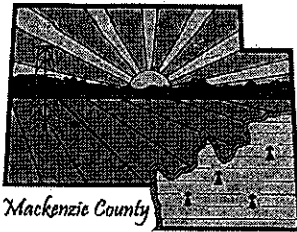
If there are any errors or omissions in my information, please let me know. You can send information to me by fax, email or mail at the addresses indicated below. If you require additional information or have questions, please contact me.

Thank you.
Sharon Hurst
MCFP Grants Consultant
sharon.hurst@gov.ab.ca
Phone: (780) 447-7540
Toll Free: 1-800-642-3855
Fax: (780) 447-8903
Lottery Funding Programs
50 Corriveau Avenue
St. Albert, Alberta
T8N 3T5

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MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 10, 2009
Presented By:	William Kostiw, Chief Administrative Officer
Title:	March 26, 2009 Regular Council Meeting

BACKGROUND / PROPOSAL:

March 26, 2009 is a regularly scheduled council meeting date. Due to the AAMD&C convention in Edmonton and the scheduling of government meetings during this time, administration recommends changing this meeting date.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

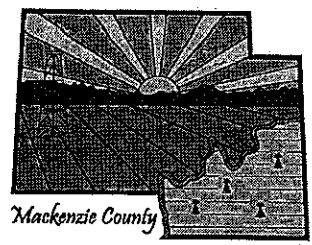
RECOMMENDED ACTION:

That the March 26, 2009 Council meeting be changed to Tuesday, March 31, 2009 at 4:00 pm in Fort Vermilion.

Author: C. Gabriel

Reviewed By: _____

CAO



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 10, 2009
Presented By:	William Kostiw, Chief Administrative Officer
Title:	Ratepayer Meetings

BACKGROUND / PROPOSAL:

The County holds ratepayer meetings annually in La Crete, Fort Vermilion, High Level Rural, and Zama.

OPTIONS & BENEFITS:

Option 1

Hold ratepayer meetings annually in La Crete, Fort Vermilion, High Level Rural, and Zama.

Option 2

Reduce the number of ratepayer meetings to two per year alternating between the communities.

Option 3

Reduce the number of ratepayer meetings to three per year in La Crete, Rocky Lane (Fort Vermilion/High Level Rural), and Zama.

COSTS & SOURCE OF FUNDING:

2009 Operating Budget

Author: C. Gabriel

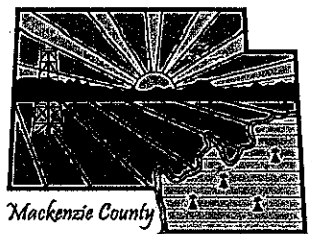
Reviewed By: _____ CAO

RECOMMENDED ACTION:

That the 2009 annual ratepayer meetings and barbeque be held as follows:

- June 9, 2009 – Fort Vermilion
- June 16, 2009 – Zama
- June 17, 2009 – High Level Rural
- June 18, 2009 – La Crete

Author: C. Gabriel Reviewed By: CAO



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 10, 2009
Presented By:	Joulia Whittleton, Director of Corporate Services
Title:	La Crete Agricultural Society – Letter of Support Request

BACKGROUND / PROPOSAL:

Mackenzie County Council provides various support to the local non-profit organizations.

OPTIONS & BENEFITS:

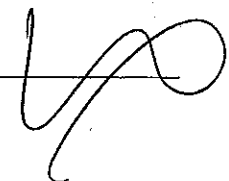
Please see the attached request for letter of support from the La Crete Agricultural Society.

COSTS & SOURCE OF FUNDING:

NA

RECOMMENDED ACTION:

That a letter of support be provided to the La Crete Agricultural Society in order to assist in obtaining provincial financial assistance for reducing the Society's debt.

Author: _____ Review Date: _____ CAO 

Joulia Whittleton

From: La Crete Agricultural Society [lcagric@telus.net]

Sent: Tuesday, March 03, 2009 3:03 PM

Joulia Whittleton

Subject: RE: Municipal support letter

Hi Julia:

Certainly, cfep (Community Facility Enhancement Program) You can check them out online. We're applying for what they call the "Special Need Consideration", #8 in their guidelines, (8.0.1)page 12. We hope this is good news for the Ag. Society.

Susan Siemens

From: Joulia Whittleton [mailto:jwhittleton@mackenziecounty.com]

Sent: March-03-09 3:28 PM

To: La Crete Agricultural Society

Subject: FW: Municipal support letter

Hi Susan,

Could you please clarify under what program are you applying for a grant?

Joulia Whittleton

Director of Corporate Services

Mackenzie County

P.O. Box 640, Fort Vermilion, AB, T0H 1N0, Canada

Tel.: (780)-927-3718, Fax: (780)-927-4266

Toll-Free: (877)-927-0677

C: (780)-841-8343 Email: jwhittleton@mackenziecounty.com

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From: Carol Gabriel

Sent: Tuesday, March 03, 2009 2:27 PM

To: Joulia Whittleton

Subject: FW: Municipal support letter

carol gabriel

executive assistant

mackenzie county

780.927.3718

From: La Crete Agricultural Society [mailto:lcagric@telus.net]

Sent: Tuesday, March 03, 2009 2:03 PM

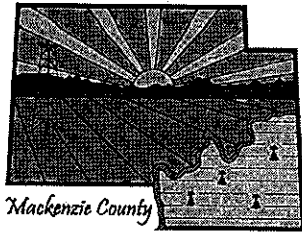
To: Carol Gabriel

Subject: Municipal support letter

Hi Carol:

I have discovered another source for a possible grant to reduce our existing capital debt. We wish to apply ASAP. We v greatly appreciate another letter of support for this cause. We would so like to reduce our debt, as it hangs heavily over our heads. We also have four personal lenders besides the bank, and they are getting very impatient. It would give the membership a huge boost. Thank you for bringing the matter to the Council for us.

Susan Siemens



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 10, 2009
Presented By:	William Kostiw, Chief Administrative Officer
Title:	County's Infrastructure Plan

BACKGROUND / PROPOSAL:

Annually administration prepares an infrastructure plan which is based on short term and long term goals. The process that is generally followed is based on the assessment of the current condition of infrastructure, including current capacities and future needs. The purpose of the plan is not to predetermine the future funding options although, some funding possibilities were kept in mind during this planning process.

OPTIONS & BENEFITS

N/A

COSTS & SOURCE OF FUNDING:

N/A

RECOMMENDED ACTION:

That management proceeds with the infrastructure planning activities in respect to the plan as presented/amended.

Author: M. Schonken

Reviewed By: _____

CAO

Planned road projects for rural areas

Ward	Projects for 2010	Estimated Cost
1	Bluehills connector road - Base pave. At a cost of \$1,072,000 per mile for about 2.5 miles	\$2,680,000
2	La Crete South road – Regrade, gravel and dust control. At a cost of \$300,000 per mile. Total length of project will be 3.5 miles of which 1.5 miles will be in Ward 2.	\$450,000
4	La Crete South road – Regrade, gravel and dust control. At a cost of \$300,000 per mile. Total length of project will be 3.5 miles of which 2 miles will be in Ward 4.	\$600,000
5	Correction line – Regrade, gravel, dust control and repair drainage. This will be done at a cost of \$250,000 per mile. The total length of the project is anticipated to be 6 miles of which half would be completed in 2009.	\$750,000
6	General ditch treatment and drainage repairs, including culvert replacements.	\$300,000
8	Rocky Lane road from Hwy 58 to Rocky Lane School – Regrade, gravel and dust control. This will be done at an estimated cost of \$250,000 per mile. The total length of the project is estimated to be 8 miles of which the first 4 miles will be done in 2010 and the remainder in 2011.	\$1,000,000
9	High Level East road – Rebuild, regrade, gravel and dust control. This will be done at an estimated cost of \$280,000 per mile. The total length of the project is estimated to be 4 miles.	\$1,120,000

Other infrastructure projects planned for the County

Number	Projects	Estimated Cost
1	<p>Rural water line.</p> <p>It envisaged that a regional water strategy and plan will be completed by 2010 with action being taken on this plan by then. As part of this plan it will also be to have rural water services to the out laying communities, however details of these will also be finalized by 2010.</p>	Unknown
2	<p>Regional water.</p> <p>The County is currently working in conjunction with the Town of High Level on options regarding a regional water strategy for the County.</p>	Unknown
3	<p>Swimming pool.</p> <p>The La Crete community is currently reviewing options to have a swimming pool build in the hamlet.</p>	Unknown

Airports

Location	Status	Current Status	2010
High Level	Main regional	Paved 1,524 meters	Inter-municipal agreement
Rainbow Lake	West region	Paved 1,383 meters	Inter-municipal agreement
Fort Vermilion	East region	Paved 970 meters	Recap surface Extend with 330 meters
La Crete	Local	Grass surface Communication tower may limit future expansion	1,300 meters Paved surface Relocate tower at airport
Zama City	Local Private	Not functional grass strip Apache	Grass strip and helipad or Apache

Buildings

Function	Location	Size	Condition	Age	Plan	Cost
Administration	Fort Vermilion					
	- Main	779 m ²	Good	5 years	Expand	\$750,000
	- Rented	160 m ²	Fair	35 years	Temporary	
	La Crete					
	- Proposed	995 m ²	N/A	N/A	New building	\$2,210,000
	- Rented	310 m ²	Good		Temporary	
Public Works	Zama City					
	- Proposed	900 m ²	N/A	N/A	New building	\$3,000,000
	- Current	113 m ²	Fair	+ 20 years	Repair	
Public Works	Fort Vermilion	m2	Good	+20 years	Maintain	
	La Crete	445 m ² NA	Good -	10 years -	Replace New Building	\$700,000
	Zama City	N/A	-	-	New 2009	\$575,000
Fire Hall	Fort Vermilion	418 m ²	Fair	25 years	Maintain	
	La Crete	437 m ²	Good		Maintain	
	Zama City	268 m ²	Poor		Replace	\$575,000
	Tompkins	? m ²	Fair	N/A	Replace	\$150,000
Airport	Fort Vermilion	182 m ²	Fair	40 years	Maintain	
	La Crete	N/A				
	Zama	N/A				

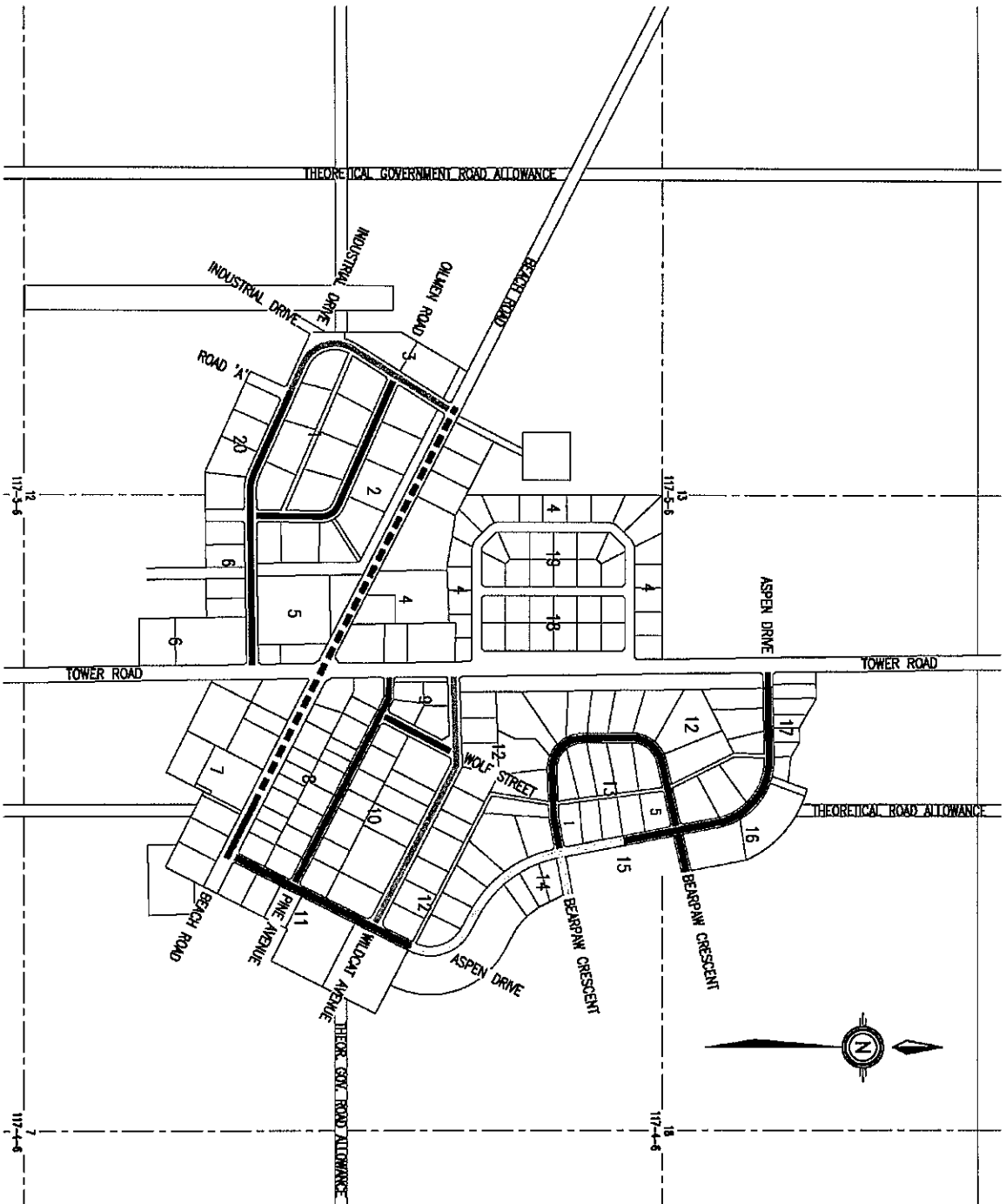
Utilities

	Fort Vermilion	La Crete	Zama City
Water Plant			
Plant condition	Good	Good	Good
Wells and well pumps condition	Good	Fair	Good
Distribution pumps condition	Good	Good	Poor
Capacity per day	1,876 m ³	3,187 m ³	735 m ³
Avg. use per day	850 m ³	1,013 m ³	350 m ³
Highest point of consumption	1,200 m ³	1,997 m ³	735 m ³
Water Mains			
Condition of Water Mains	Good	Good	Good
Length	10,550 m	37,594 m	8,800 m
% of Capacity	90%	80%	70%
Rural	–	6,100 m	–
Sewer Mains			
Condition of Sewer Mains	Good	Good	Good
Condition of Sewage Lagoon	Good	Fair	Good
Length	9,011 m	26,049 m	7,610 m
% of Capacity	90%	90%	65%

Water users

Hamlet Users			
Connected users	331	973	131
Users not connected	15	13	39
Rural Users			
Connected users	-	61	-
Users not connected	-	3	-

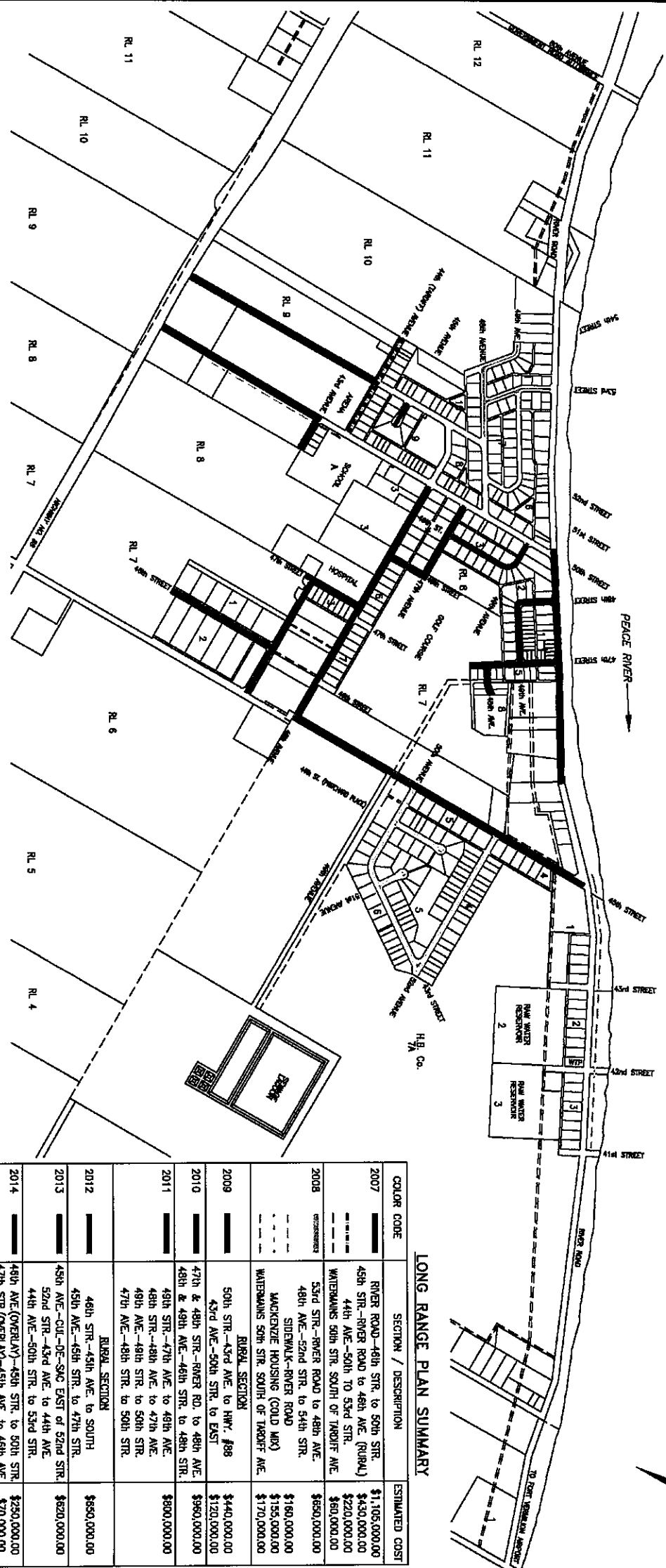
MACKENZIE COUNTY
 HAMLET OF ZAMA
 FUTURE ROAD IMPROVEMENTS



LONG RANGE YEAR PLAN SUMMARY

COLOR CODE	LOCATION	COST ROAD BASE	COST COLD-MIX	COST HOT-MIX
2007	BEARPAW CRESCENT WEST OF ASPEN DRIVE	\$690,000.00	\$145,000.00	\$370,000.00
2008	BEACH ROAD from ASPEN DRIVE to 170M WEST OF ASPEN DRIVE BEACH ROAD	\$175,000.00	\$45,000.00	\$735,000.00
2009	ASPEN DRIVE from BEACH ROAD to LAKE BLK. 12	\$460,000.00	\$110,000.00	\$320,000.00
2010	ASPEN DRIVE from LAKE BLK. 12 to N. LOT LINE OF LOT 3, BLK. 13 BEARPAW CRESCENT - ASPEN DRIVE TO EAST	\$790,000.00	\$150,000.00	\$420,000.00
2011	WILDCAT AVENUE from ASPEN DRIVE to TOWER ROAD	\$630,000.00	\$150,000.00	\$420,000.00
2012	PINE AVENUE from ASPEN DRIVE to TOWER ROAD WOLF STREET - PINE AVE. TO WILDCAT AVE.	\$710,000.00	\$170,000.00	\$490,000.00
2013	ASPEN DRIVE from NORTH LOT LINE OF LOT 3 to TOWER ROAD BEARPAW CRESCENT from ASPEN DRIVE TO EAST	\$835,000.00	\$160,000.00	\$450,000.00
2014	INDUSTRIAL DRIVE from TOWER ROAD to ROAD 'A'	\$670,000.00	\$160,000.00	\$450,000.00
2015	INDUSTRIAL DRIVE from BEACH ROAD to ROAD 'A'	\$470,000.00	\$150,000.00	\$420,000.00
2016	OULMEN ROAD from INDUSTRIAL DRIVE (NS) to INDUSTRIAL DRIVE (EW)	\$530,000.00	\$125,000.00	\$380,000.00
	TOTAL	\$5,945,000.00	\$1,595,000.00	\$4,435,000.00

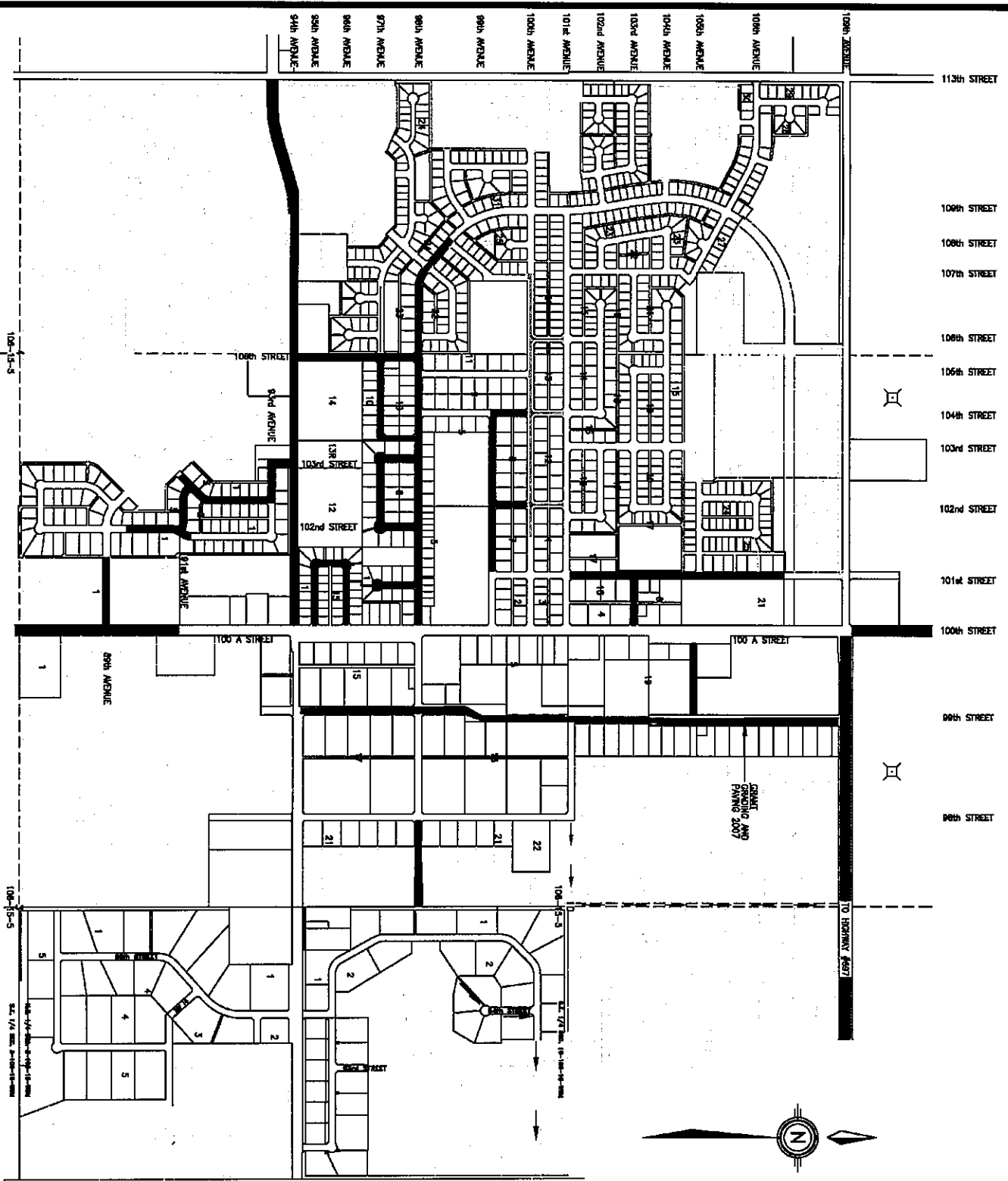
MACKENZIE COUNTY
 HAMLET OF FORT VERMILION
 FUTURE ROAD IMPROVEMENTS



LONG RANGE PLAN SUMMARY

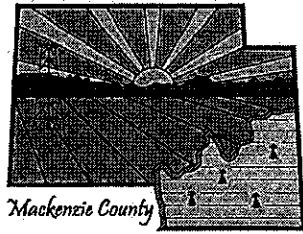
COLOR CODE	SECTION / DESCRIPTION	ESTIMATED COST
2007	RIVER ROAD-46th STR. to 50th STR. 45th STR.-RIVER ROAD to 48th AVE. (RURAL) 44th AVE.-50th to 53rd STR. WATERMANS 50th STR. SOUTH OF TROUFF AVE.	\$1,105,000.00 \$330,000.00 \$220,000.00 \$60,000.00
2008	53rd STR.-RIVER ROAD to 48th AVE. 48th AVE.-52nd STR. to 54th STR. SIDEWALK-RIVER ROAD MACKENZIE HOUSING (COLD MK) WATERMANS 50th STR. SOUTH OF TROUFF AVE.	\$650,000.00 \$180,000.00 \$155,000.00 \$170,000.00
2009	RURAL SECTION 50th STR.-43rd AVE. to HWY. #88 43rd AVE.-50th STR. to EAST	\$440,000.00 \$120,000.00
2010	47th & 48th STR.-RIVER RD. to 48th AVE. 48th & 49th AVE.-46th STR. to 48th STR.	\$390,000.00
2011	49th STR.-47th AVE. to 49th AVE. 49th STR.-48th AVE. to 47th AVE. 49th AVE.-48th STR. to 50th STR. 47th AVE.-48th STR. to 50th STR.	\$800,000.00
2012	RURAL SECTION 46th STR.-45th AVE. to SOUTH 45th AVE.-45th STR. to 47th STR.	\$650,000.00
2013	45th AVE.-CUL-DE-SAC EAST of 52nd STR. 52nd STR.-43rd AVE. to 44th AVE. 44th AVE.-50th STR. to 53rd STR.	\$620,000.00
2014	48th AVE.(OVERLAY)-45th STR. to 50th STR. 47th STR.(OVERLAY)-45th AVE. to 48th AVE. RIVER ROAD-AIRPORT to EAST	\$250,000.00 \$70,000.00 \$100,000.00
2015	MACKENZIE HOUSING (URBAN STANDAR) SIDEWALK-MACKENZIE HOUSING	\$1,060,000.00 \$230,000.00
2016	52nd STR. - 44th to HWY 88	\$500,000.00
	TOTAL	\$8,750,000.00

MACKENZIE COUNTY
 HAMLET OF LA CRETE
 FUTURE ROAD IMPROVEMENTS
 LONG RANGE PLAN SUMMARY



COLOR CODE	LOCATION	COST
2007 ■■■	99th Street Base & Asphalt Paving North & South Accesses Asphalt Paving 94th Avenue Widening, Base & Asphalt Paving South Access Turning Lane	\$3,116,000 \$390,000
2008 ■■■	102nd - 103rd Street Paving to Urban Standard 100th Street North of 697 Road Rebuild	\$1,813,231 \$800,000
2009 ■■■	98th Avenue Paving to Urban Standard	\$3,465,353
2010 ■■■	100th Avenue Paving to Urban Standard	\$1,950,000
2011 ■■■	99th Avenue Paving to Urban Standard	\$1,140,000
2012 ■■■	102nd Street Pave to Urban Standard 103rd Avenue Pave to Urban Standard 105th Avenue Base & Asphalt Paving 94th Avenue Recorp 104th & 105th Street Pave to Urban Standard	\$1,500,000
■■■	106th Street Pave to Urban Standard 97th Avenue Pave to Urban Standard	
■■■	95th & 96th Avenue Pave to Urban Standard	

SCALE 1:12,500



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 10, 2009
Presented By:	William Kostiw, Chief Administrative Officer
Title:	County's Regravelling Program for 2009

BACKGROUND / PROPOSAL:

The re-gravelling program with the 2008 contractor has formally expired. As a result, management reviewed the options available for the 2009 regravelling program.

OPTIONS & BENEFITS

The tender document has been prepared to address the Council's goal of improving the economic benefits to the County ratepayers, without limiting the County's ability to act in a cost effective manner.

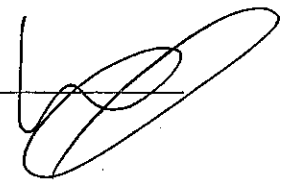
The goal is therefore, to encourage the use of local truck owner operators as part of the regravelling programme and as part of the County's spot gravelling programme.

COSTS & SOURCE OF FUNDING:

Total budget for re-gravelling, crushing and other gravel costs for 2009 is \$2,432,900 (including spot gravelling) which is funded out of the operating budget.

RECOMMENDED ACTION:

That management proceeds with the regravelling tender process and that the tender document be accepted as presented/amended.

Author: M. Schonken **Reviewed By:** _____ **CAO** 

Mackenzie County

CONTRACT AND SPECIFICATIONS

For

2009 Regravelling Program

Loading, Hauling, Application and Other Work

March 2009



NOTICE TO BIDDERS

For information regarding this project, you may contact either William Kostiw at (780) 927-3718, John Klassen at (780) 928-3983 or Dave Crichton at (780) 927-3718. Please use the pre-addressed tender envelope provided that is marked as follows:

Do Not Open – Tender Documents

Tender for the 2009 Mackenzie County Regravelling Program

**Mackenzie County
P.O. Box 640, 4511-46th Avenue
Fort Vermilion, AB T0H 1N0
Attention: William Kostiw, CAO**

Tenders **must** be received no later than **May 12, 2009, 1:00 p.m.** local time at the Mackenzie County office in Fort Vermilion.

Tenders will be opened on **May 12, 2009, 1:00 p.m.** local time at the Mackenzie County office in Fort Vermilion; public may be present.

Mackenzie County reserves the right to accept or reject any or all tenders and to waive irregularities and informalities at its discretion. By the act of submitting its bid, the Bidder waives any right to contest in any legal proceeding or action the right of Mackenzie County to award the work to whomever it chooses, in its sole and unfettered discretion, and for whatever reasons Mackenzie County deems appropriate. Without limiting the generality of the foregoing, Mackenzie County may consider any other factor besides price and capability to perform the work that it deems in its sole discretion to be relevant to its decision.

Mackenzie County may extend the contract for one more year by mutual agreement with the contractor and at the same unit price.

Mackenzie County reserves the right to award the contract to a single contractor, but encourages the Prime Contractor to use other owner operator trucks.

Mackenzie County reserves the right to do spot gravelling when and where it so desires and shall not be limited by this agreement in anyway, including the use of private contractors which might not be part of the 2009 tender contract. It is anticipated that the County will do approximately 30% spot gravelling of the total amount of regravelling done within the County.

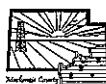


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Mackenzie County**

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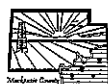


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INSTRUCTION TO BIDDERS

1. INSTRUCTION TO BIDDERS – COMPLETING TENDER FORMS**1.1 Conditions for Tender Submissions**

Bidders must submit tenders at the following location only:

Mackenzie County
P.O. Box 640, 4511-46th Avenue
Fort Vermilion, AB T0H 1N0
Phone: (780) 927-3718

Bidders may submit Tenders only up to the **12th day of May, 2009, at 1:00 p.m.** local time. Bidders must submit Tenders on the forms issued with this Tender Document.

When Submitting a Tender all pages entitled "Tender Forms" and all addenda issued by Mackenzie County must be submitted, sealed in the envelope provided, to the **CAO, Fort Vermilion** of Mackenzie County at the above noted address. It shall be marked "**Tender for the 2009 Mackenzie County Regravelling Program**", time and date of tender opening clearly marked on the lower right hand corner of the envelope. A Bidder must indicate its name and address clearly in the upper left hand corner of the envelope so that the tender can be identified.

1.2 Completing Tender Forms

The "Unit Price Schedule" must be completed by:

Showing the Unit Price (where applicable), and the total for each item in the "Total Bid" column; (in case of discrepancy, the unit price figure will take precedence), and showing the sum of all tender item totals in the space marked "Total Tender".

The tender must be signed by an authorized representative of the Bidder; and

- i) the official title of the Bidder must be shown; and
- ii) the official seal of the Bidder must be affixed, OR the signature must be witnessed and the Affidavit of Execution of the Witness must be completed.

Bidder and Contractors are advised that Insurance (other than automobile insurance), Performance Bonds and Labour and Material Payment Bonds provided by the Saskatchewan Government Insurance Office, the Insurance Corporation of British Columbia or the Manitoba Insurance Corporation will not be accepted for this Contract.

INSTRUCTION TO BIDDERS

1.3 Addenda

When an addendum is issued by Mackenzie County, the covering letter containing instruction regarding **the addendum shall be attached** to the inside front cover of the "Contract and Specifications" book. The individual items included in the addendum shall be inserted in accordance with the covering letter. Addenda, when issued, form part of these Contract Documents. The Bidder shall acknowledge receipt of each addendum in the space provided on the tender forms.

1.4 Changes and Withdrawals of Tender Submissions

If a bidder wished to change his tender before the closing time of the tender, he may retrieve his tender by presenting his receipt to the tender opening counter, modify his tender and return the sealed envelope to the tender counter before the tender opening time.

Alternatively, if this change is to the unit price schedule only, the Bidder may do so VIA Facsimile (FAX) message, on the Tender Amendment Form provided herein, faxed (780) 927-4266, marked "ATTENTION: MR. **WILLIAM KOSTIW** – CONTRACT OPENING". To be acceptable, the change must be received no later than 30 minutes prior to the time and date shown for receiving Tenders. Mackenzie County accepts no responsibility for faxed changes. It is the Bidder's responsibility to confirm receipt of any faxed changes.

1.5 All Contractors will require Certificate of Recognition (COR) and proof of full insurance**1.6 Project Inquiries**

For further information regarding this Tender, you may contact:

William Kostiw
CAO
MACKENZIE COUNTY
P.O. Box 640, 4511-46th Avenue
Fort Vermilion AB T0H 1N0
Phone: (780) 927-3718
Fax: (780) 927-4266
Email: bkostiw@mackenziecounty.com



TENDER FORMS

2. TENDER FORMS

2.1 Bidder's Schedule for Work

Bidders are required to submit, along with their tender, this schedule sheet showing their proposed starting date and completion date of this project.

Proposed Dates for Project

Project	Starting Date	*Completion Date

* **N.B. Completion dates that exceed the Contract Completion Date will be considered a qualified bid and may be rejected.**

Construction Supervisor

Telephone Number

Contractor's Signature

Date

TENDER FORMS

2.2 Tender for Provision of Services

To Mackenzie County of the Province of Alberta:

(Name of Contractor)

the undersigned, hereby Tenders and agrees to execute all the work of every description required in the (loading), hauling and application of gravel and other work for the following:

2009 Mackenzie County Regravelling Program

Loading, Hauling, Application and Other Work

in strict accordance with the conditions and specifications, for the unit prices in the unit price schedule enclosed.

The undersigned acknowledges receipt of the following addenda,

- _____
- _____
- _____
- _____

which shall form part of the Tender document.



TENDER FORMS

2.3 Unit Prices Schedule

The Mackenzie County reserves the right to accept or reject any of the schedules A to F, including accepting them on an individual basis or in combination, which ever might be regarded as being the most beneficial to the County as interpreted by the County.

2.3.1 Unit Price Schedule A – Deletable

Bid Item	Area	Estimated Quantities		Unit Price County Supply		Total Bid
		average haul in kilometers	tonnes		per tonne kilometer	
1	Fittler Pit	27	16,000	\$ _____		\$ _____

2.3.2 Unit Price Schedule B – Deletable

Bid Item	Area	Estimated Quantities		Unit Price County Supply		Total Bid
		average haul in kilometers	tonnes		per tonne kilometer	
2	North Vermilion Pit	24	26,000	\$ _____		\$ _____

2.3.3 Unit Price Schedule C – Deletable

Bid Item	Area	Estimated Quantities		Unit Price County Supply		Total Bid
		average haul in kilometers	tonnes		per tonne kilometer	
3	West La Crete Pit	29.6	16,000	\$ _____		\$ _____

2.3.4 Unit Price Schedule D – Deletable

Bid Item	Area	Estimated Quantities		Unit Price County Supply		Total Bid
		average haul in kilometers	tonnes		per tonne kilometer	
4	Tompkins Pit	24	13,000	\$ _____		\$ _____

2.3.5 Unit Price Schedule E – Deletable

Bid Item	Area	Estimated Quantities		Unit Price Contractor Supply Des 4 Cls 20		Total Bid
		average haul in kilometers	tonnes		per tonne kilometer	
5	Zama Access		10,000	\$ _____		\$ _____



TENDER FORMS

2.3.6 Unit Price Schedule F – Deletable

Bid Item	Area	Estimated Quantities		Unit Price Contractor Supply Des 4 Cls 20		Total Bid
		average haul in kilometers	tonnes		per tonne kilometer	
6	Assumption Area		4,400	\$ _____		\$ _____

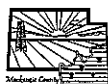
2.3.7 Unit Price Schedule G – Deletable

Bid Item	Area	Estimated Quantities		Unit Price Contractor Supply Des 4 Cls 20		Total Bid
		average haul in kilometers	tonnes		per tonne kilometer	
7	South Tall Cree Area	10	1,500	\$ _____		\$ _____

2.3.8 Total amount for bid items 1 to 7 is \$ _____ .

NOTE:

1. The unit price for the County Supply of road crush gravel shall include any basic loading factor and the cost of supplying: a loader to load the material, hauling the material anywhere in the Contract area, the necessary sign package, **a platform scale**, the cost of providing a project supervisor, dust control, **maintenance of the haul route** and all other costs associated with the loading, hauling, and placement of gravel for road purposes.
2. The unit price for the Contractor Supply of road crush gravel shall include all costs related to the supply of gravel, including, but not limited to, costs of stripping, clearing, crushing, and reclamation and shall include any basic loading factor and the cost of supplying: a loader to load the material, hauling the material anywhere in the Contract area, a grader to spread the gravel, for the necessary sign package, the cost of providing a project supervisor, dust control, maintenance of the haul route and all other costs associated with the loading, hauling, and placement of gravel for road purposes.
3. The quantities, which include the average haul in kilometers and the tonnes, supplied in section 2.3 are only estimated quantities only supplied as an aid in calculating the unit prices and total bid prices. The County shall not be held liable for any losses, which may have resulted from variations between the estimated quantities supplied and the actual quantities hauled to the roads.



TENDER FORMS

2.4 Tender Withdrawal

The undersigned hereby agrees that he will not withdraw this tender after the time fixed for receiving tenders:

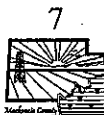
- (a) until some other person has entered into a Contract with Mackenzie County for the performance of the work and/or the supplying of the materials specified in the notice inviting tenders, or
- (b) until (35) thirty-five days after the time fixed for receiving this tender, whichever occurs first.

2.5 Agreement

Should this tender be accepted, the undersigned agrees to enter into written agreement with Mackenzie County for the faithful performance of the works covered by this tender, in accordance with the said conditions, specifications, and provisions and complete the majority of works on or before **August 28, 2009**.

2.6 Tender Signing and Sealing

An authorized signing officer shall affix his signature to this Tender. The Tender shall be either sealed with the Company Seal, or the Affidavit of Execution of the Witness shall be completed. Failure to comply may result in the tender being rejected.



TENDER FORMS

**AFFADAVIT OF EXECUTION
CANADA
PROVINCE OF ALBERTA
TO WIT:**

I, _____ of
 _____ of
 _____ in
 the province of **Alberta** make oath and say:
 (1) That I was personally present and did see _____
 named in the annexed instrument, and who is known to me to be the person named therein, duly sign and execute the same for the purposes named therein; that the same was executed at the _____
 in _____ in the said Province, and that I am the subscribing witness thereto;
 (2) That I personally know the said _____ and he is in my belief of the full age of eighteen years.
 AFFIRMED before me at _____
 in the province of Alberta, this the _____ day _____, 2009

 A Commissioner for Oaths in and for the Province of Alberta

(Seal)

Name of Company

Authorized Signature

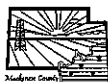
Address

Postal Code

Contractor's Telephone Number

Witness

Date



TENDER FORMS

Certificate(s) of Insurance
(Inserted Here)



CONTRACT FORMS

3.0 CONTRACT FORMS

MACKENZIE COUNTY CONTRACT (Page 1)

THIS Agreement made and concluded in triplicate as of this _____ day of _____, 2009 between Mackenzie County (hereinafter called "Mackenzie County") of the first part and _____ of the _____ in the Province of _____ (hereinafter called "the Contractor") of the second part.

WITNESSETH, that for and in consideration of the covenants and agreements on the part of Mackenzie County, hereinafter contained and the prices hereinafter mentioned, the Contractor for himself, his executors, administrators and assigns, covenants and agrees with Mackenzie County to do, furnish and perform the works, materials, matters, and things required to be done, furnished and performed, in the manner hereinafter described, in connection with the following work or works, namely:

Loading, Hauling, Application and Other Work

in strict accordance with the plans and specification of said work hereto attached, and to deliver the same over, complete and finished to Mackenzie County on or before **August 28, 2009**.



CONTRACT FORMS

MACKENZIE COUNTY CONTRACT (Page 2)

IT is mutually agreed that the attached tender or proposal and bond of the Contractor, together with the plans, specifications and any special provisions herein designated and referred to are hereby made and shall be considered part of this Agreement the same as if herein fully set forth.

IN CONSIDERATION WHEREOF, and upon the Contractor fully completing and executing in every particular the work herein contracted for within the time hereinbefore set out, and upon the said Contractor satisfying the said County that all just claims for labour and materials and for damages in connection with the work have been paid, the said County covenants, promises and agrees to pay unto and to the said Contractor for the actual amount of work done and materials in place at the unit prices stated in the Contractor's attached proposal or tender.

IN WITNESS WHEREOF, the Contractor has hereunto set his hand and seal as of the day and year herein mentioned, and these presents have been signed and sealed by the representatives of Mackenzie County.

SIGNED, SEALED AND DELIVERED BY
THE CONTRACTOR IN THE PRESENCE
OF:

(witness)

Contractors
Seal

SIGNED AND SEALED ON BEHALF OF
MACKENZIE COUNTY

(witness)

Chief Administrative Officer
Seal



TENDER AMENDMENT FORMS

4.0 TENDER AMENDMENT FORMS

We, _____
 (Name of Contractor)

the undersigned, modify the unit price schedule for our tender as shown in the following table.

UNIT PRICE SCHEDULE CHANGES				
Replacing ALL previous Unit Price Schedule Changes				
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE CHANGE + OR -	TOTAL CHANGE FOR THIS ITEM + OR -
+ or - Change in Total Tender				

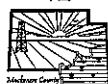
We also acknowledge and agree that:

1. This change supersedes all previous changes including those to other bid items. Previously submitted changes are all null and void.
2. We accept full responsibility for any lack of confidentiality arising from the use of this process.
3. Failure of these revisions to arrive on time, accurately or completely for any reason will render these revisions null and void.

4. _____ being _____
 Signature Position in Company

of _____ dated _____
 Company Name Date

Mackenzie County is NOT responsible for faxed amendments not being received.



GENERAL CONDITIONS

5. GENERAL CONDITIONS**5.1 Contract Documents**

The "Contract Documents" consist of the letter of acceptance of Contractor's completed tender, the executed Contract Forms, the Special Provisions, Conditions and Specifications when used, those parts of the Bidding Requirements documents having application during performance of the Contract.

Mackenzie County shall solely decide on questions arising under the Contract Documents, interpret requirements therein, and judge performance thereof.

The Contractor shall at all times have a copy of the Contract Documents at the work location, as well as in their office.

5.2 Assignments

The Contractor shall not assign the Contract services, nor shall they subcontract the performance of all or any portion of the work to be performed pursuant to this Contract without the written consent of the Chief Administrative Officer or designate.

5.3 Subcontracts

Mackenzie County will recognize the Contractor only. Nothing contained in the Contract Documents shall create any contractual relationship between Mackenzie County and any of the Contractor's subcontractor's.

Contractor agrees to bind every subcontractor by the terms of the Contract Documents, as far as applicable to the performance of the Contract.

5.4 Federal Goods and Services Tax

Bid prices shall exclude any allowance for the Federal Goods and Services Tax.

Mackenzie County will include applicable Goods and Services Tax on the monthly and final progress payments.

5.5 Indemnification

The Contractor shall indemnify and hold harmless Mackenzie County, its employees and agents, from all claims, demands, actions and costs. This is including, without restriction, all legal cost on a solicitor and his own client full indemnity basis whatsoever that may arise, directly or indirectly out of any act or omission of the Contractor, his employees or agents, in the performance or non-performance of the Contract by the Contractor including, without restriction, the enforcement of the terms of this Contract. Such indemnity shall survive completion or termination of the Contract.



GENERAL CONDITIONS

Mackenzie County shall not be liable nor responsible for any bodily or personal injury or property damage of any nature that may be suffered or sustained by the Contractor, his employees or agents in the performance of the Contract.

5.6 Liability Insurance

The Contractor shall provide and maintain the following insurance coverage for the duration of the term stated herein.

Commercial General Liability Insurance, with an insurer licensed in Alberta, with limits of not less than **\$5,000,000** per occurrence with no aggregate limit 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 form property damage, cross liability, 30 days advance notice to the County of cancellation or material change.

Automobile Liability insurance on all vehicles owned, operated or licensed in the name of the Contractor with limits of not less than **\$2,000,000**. This insurance shall include a non-owned automobile (SPF-96) endorsement.

Contractor shall provide Mackenzie County with proof that commercial liability insurance coverage are in effect and meet specified conditions. Such proof shall be in form of a certificate of insurance submitted with the Tender Documents.

5.7 Regulatory Requirements

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

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

5.8 Labour

The Contractor shall provide all labour necessary for the performance of the Contract. The Contractor's employees shall be skilled in and competent to properly perform the tasks assigned to them and, when required by laws, rules and regulations or the Contract Documents.

5.9 Modification of Contract Work

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



GENERAL CONDITIONS

5.10 Payment

Unless otherwise agreed, payment will be made monthly, based on services rendered during the preceding payment period. Amounts to be paid shall be based on the Contract unit price and according to the scale tickets. The Contractor shall be responsible for all record keeping and shall supply the Mackenzie County with the required supporting documentation when invoices are submitted for payment. Mackenzie County will review invoices with the supporting documentation and may adjust amounts claimed when necessary.

Invoices shall be submitted for the work in this Contract separate from all other contracts and work the contractor may be doing for Mackenzie County. Failure to separate the work being invoiced for will result in the invoice being returned to the Contractor unpaid and a delay in payment.

Mackenzie County may withhold all or part of any amount payable to Contractor in order to protect Mackenzie County or third parties from loss due to Contractors.

Contractor's invoice for final payment under the Contract shall include a letter of Clearance from Worker's Compensation Board.

5.11 Safety**Occupational Health and Safety Act**

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

Copies of current legislation can be obtained from the following:

Publications Services	or	Queen's Printer Bookstore
Government of Alberta		Main Floor, McDougall Centre
11510 Kingsway Avenue		455-6 th Street, S.W.
Edmonton, Alberta		Calgary, Alberta
T5G 2Y5		T2P 4E8

Or at www.qp.gov.ab.ca

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



GENERAL CONDITIONS

5.12 Omissions or Errors

The Contractor shall not take advantage of any apparent error or omission in the Contract, but shall immediately bring such apparent error or omission to the attention of Mackenzie County. Mackenzie County shall make corrections or modifications as may be necessary for the fulfillment of the work described herein.

5.13 Quantities

Payment to the Contractor will be made only for the actual performance of the services in accordance with the terms and conditions as described herein. It is understood that the **quantities supplied in section 2.3 are estimated quantities**, which are based on approximate quantities, derived from the most recent information available to Mackenzie County at the time the Contract was executed. The **estimated quantities are not guaranteed** and are only provided to aid in the derivation of unit prices.

5.14 Examination of Work

It is agreed that execution of the agreement by the contractor shall be conclusive evidence that the bidder has investigated all areas and aspects of the Contract Work and does assume all risk regarding the performance of the services.

5.15 Extra Work

Any extra work performed by the Contractor must receive prior approval from the Chief Administrative Officer or designate and that an agreed value or cost be determined and agreed upon. The Contractor shall present his claim for extra work, supported by proper vouchers giving details as to dates, quantities, rates, third party invoices and such other supporting documentation that Mackenzie County requires.

5.16 Set off Provisions

Mackenzie County may, at any time, set off any and all amounts which may become owed by the Contractor to Mackenzie County pursuant to the terms of this Contract against any payments which may become due and owing to the Contractor pursuant to the terms of this Contract until all amounts which may be owed to Mackenzie County are paid in full.

5.17 Right of Rejection or Acceptance

Mackenzie County reserves the right to accept or reject any or all tenders and to waive irregularities and informalities at its discretion. The Owner reserves the right to accept a tender other than the lowest tender without stating reasons. By the act of submitting its bid, the Bidder waives any right to contest in any legal proceeding or action the right of the Owner to award the work to whomever reasons Mackenzie County deems appropriate. Without limiting the generality of the foregoing, the Owner may consider any other factor besides price and capability to perform the work that it deems in its sole discretion to be relevant to its decision.



TENDER FORMS

5.18 Environmental Control

If the Contractor or one of his sub-contractors uses water for dust control, than it is the Contractors responsibility to have a Temporary Diversion License in place prior to removing any water. The Contractor is responsible for all other environmental impacts that may result from his actions or those of his subcontractors.

Environmental Protection and Enhancement Act

The Contractor shall carry out his operations so as to adhere to and meet all guidelines as set out in the Environmental Protection and Enhancement Act.

Alberta Environmental Protection can be reached in Peace River, AB. (780) 624-6175. The Central office for the Land Reclamation Division and Environmental Protection is located on the 3rd Floor, Oxbridge Place, 9820-106 Street, Edmonton, Alberta, T5K 2J6 (780) 427-6202.



SPECIAL PROVISIONS

6. SPECIAL PROVISIONS**6.1 Contract Completion Date**

The Contract Completion Date for this Contract shall be the 28th day of August, 2009. If the Contractor fails to complete all of the work for this Contract by the Construction Completion Date then section 6.10.1 will be in effect.

6.2 Materials and Equipment

Unless otherwise specified, the Contractor shall provide, maintain, and pay for the loading factor the Contractor pays to the trucking sub-contractor, and the cost of supplying: a loader to load the material, hauling of the material anywhere in the Contract area, a grader to spread the gravel, for the necessary sign package, the cost of providing a project supervisor, dust control, maintenance of the haul route and all other costs associated with the loading, hauling, and placement of gravel for road purposes and conveniences, necessary for the performance of the Contract. If the Contractor's bid for private supply is selected then the unit price is inclusive of supplying Designation 4 – Class 20 gravel and its application.

All truck units will be issued a number, which must be plainly displayed on both sides and the front of the unit. A loading rotation may be strictly enforced throughout the duration of this Contract.

6.3 Contractor Supply of Gravel

Contractor Supply of aggregate for the Contractor's operations in accordance with the Contract shall be as follows: all Designation 4 Class 20 materials shall have a maximum of 25% passing the 1250 µm sieve. The most recent edition of Alberta Transportation Specification Book shall be used further define specifications for private supply of aggregates. At Mackenzie County's request the Contractor shall provide sieves for the material being supplied. Mackenzie County reserves the right to reject the Contractor supplied gravel if it is deemed unacceptable.

6.4 Contract Work

The Contractor shall:

Load, haul and apply road crush gravel.

Furnish equipment and labour, perform all work and fulfill all requirements described in the Contract Documents for the purpose of hauling and placing gravel, in the amounts and at the locations determined by the County A map showing roads that are proposed for gravelling is attached as "**Schedule 1 – Location.**"



SPECIAL PROVISIONS

Complete the hauling of gravel and spreading under the terms of this Contract on or before the completion dated stated in the provisions attached hereto.

6.5 Hauling and Application

The Contractor will supply and operate trucks capable of performing the work required, hauling and uniform spreading to the satisfaction of Mackenzie County. Mackenzie County reserves the right to prevent the use of any truck or equipment at any time if its performance or the work is deemed unsatisfactory. This includes proper speed of spreading and spreading ability.

6.6 Spreading and Grading of Gravel

The following is the minimum requirement to be followed when spreading and grading the gravel:

- I) The gravel must be uniformly spread as per the instruction of the County Gravel Checker person; and
- II) The County's grader and operator will be responsible for spreading the gravel subsequent to the initial spreading by the gravel trucks.

6.7 Safety Meetings

Public and worker safety is of primary importance to Mackenzie County and as such it is the Contractors responsibility to ensure that all reasonable precautions are taken to ensure safe conditions during the work. The Contractor shall hold a pre-construction safety meeting and provide the Chief Administrative Officer or designate and Mackenzie County Gravel Checker the opportunity to attend. It is also understood and agreed that the Contractor will hold tailgate safety meetings to discuss arising safety issues. Minutes from the pre-construction safety meetings and the tailgate safety meetings will be taken by the Contractor and distributed to Mackenzie County.

Mackenzie County reserves the right to stop work at anytime and for any reason if it is deemed necessary by the Chief Administrative Officer or designate. Excessive dust anywhere the Contractors operations work is taking place shall be deemed an acceptable reason for work to be stopped until the situation can be rectified.

6.8 County's Right to Terminate

Mackenzie County may terminate this Contract at any time for any of the following reasons:

- I) the Contractor refuses to comply with instructions from Mackenzie County staff in accordance with any of the terms in this Agreement,
- II) the Contractor refuses to abide by the Terms, Specifications, General Conditions and Special Provisions of this Contract,
- III) the Contractor regularly contravenes any laws of the Province or of Mackenzie County, with respect to highway traffic load restrictions, speed control and/or traffic control device.



TENDER FORMS

6.9 Work Days

Work may take place from 6:00 am to 9:00 pm. No work shall be permitted on Sundays or recognized holidays.

6.10 Failure to Complete on Time

If any of the Work remains incomplete after the specified Contract Completion Date, there will be deducted from the money due to the Contractor, the cost to Mackenzie County of any work and material reasonably expended by the municipality which has been necessary by reason of the Contractor's failure to complete the Work by the Contract Completion Date specified in the Contract, without limiting the generality of the foregoing shall include:

I) **Liquidated Damages**

The Contractor agrees to pay Mackenzie County, an amount for each Calendar Day beyond the specified Completion Dated in accordance with the following; \$1,500 per day for each Calendar day until the Contract is complete, liquidated damages shall not be assessed for days lost due to inclement weather.

II) the additional costs of maintenance and repair as necessary, and

III) the cost of accommodating traffic over, through or around portions of the work.

6.11 Construction Signage

The Contractor shall be responsible to supply the necessary sign package. The Contractor shall provide a Traffic Accommodation Strategy (TAS) complete with the proposed signing to be used to the County for review and acceptance prior to work commencing. At all times throughout the work the Contractor shall assign an individual to ensure the proper placement of construction signage. At all times during the work the aforementioned person shall be on location where the gravel is being applied and available to carry out Mackenzie County's Gravel Checker's instructions. The Contractor's failure to supply adequate temporary signage will result in Mackenzie County stopping work until adequate signage is in place.



TENDER FORMS

6.12 Dust Control

The Contractor shall be responsible for the application of water or any acceptable product as dust suppressant. This includes but is not limited to the application of dust control at any point where excessive dust is a safety concern, at least to these minimum standards:

- I) 500 meters in all direction at intersections,
- II) 200 meters in both directions at hill crests and corners,
- III) 400 meters sections in front of all residences,
- IV) 200 meters in both directions from the current location of gravel application,
- V) 1 kilometer out of every ten kilometers on the Zama Access, Assumption Access, and Highway 88 Connector.

The minimum application of dust control as is outlined herein may be added to at any time at the discretion of County staff. The Contractor's failure to meet the minimum standards and/or comply with directions from Mackenzie County's agents will result in work stoppage until the Contractor comes into compliance. The minimum standards shall apply to all areas the Contractor's equipment is operating from the point of loading to the point of unloading and spreading.

Pursuant to **General Conditions 5.18** it is the Contractor's responsibility to ensure that the necessary Temporary Diversion Permits are in place.

6.13 Haul Route

During the Contract Work the Contractor shall be responsible to maintain the haul route, including the application of dust suppressant and grading. The haul route shall be defined as the route that the Contractor's equipment takes to transport the gravel from the point of loading (the pit) to the point of application and spreading.

The haul route may be designated by the Chief Administrative Officer, or designate, and may be changed from time to time at his/her discretion.

6.14 Quantities

Scale measurements will be used as the method of measuring the quantity hauled, it will be the contractor's responsibility to supply and maintain a certified truck platform scale with proper scale tickets, no exceptions will be accepted.

The contractor shall be responsible to ensure that each truck driver keep record of the quantities hauled and the location of loads they hauled. It will also be the contractor's responsibility to obtain the designated County representative's signature on scale tickets before the trucks leave the pit or loading area. The contractor will also obtain the designated County gravel checker's signature on the scale tickets when the gravel is placed.

These will be verified by County staff before any invoices are paid.

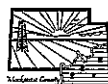


TENDER FORMS

6.15 Construction Supervisor

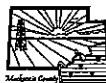
The Contractor shall assign a Construction Supervisor for the duration of the Contract. The Construction Supervisor's name and contact information shall be included in the space provided in the tender forms. The Construction Supervisor shall be responsible to ensure that the Conditions, Specifications, Regulations, and Provisions that make up the Contract are met. The Construction Supervisor will at all times be available to Mackenzie County's Gravel Checker to carry out his/her instructions. The Construction Supervisor shall insure that any instruction given in these documents and by County staff is promptly followed.

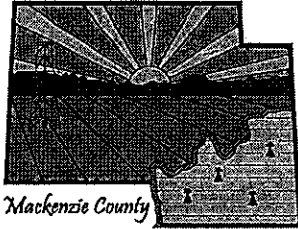
The Construction Supervisor shall be held responsible for any work stoppage directed by Mackenzie County due to non-compliance with instructions.



SPECIAL PROVISIONS

SCHEDULE 1 - LOCATION





MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 10, 2009
Presented By:	Ryan Becker, Director of Planning and Emergency Services
Title:	Urban Development Standards Policy (DEV001)

BACKGROUND / PROPOSAL:

The Municipal Planning Commission reviewed the Urban Development Standards Policy at their February 9th, 2009 meeting and suggested that the road requirements for all Hamlet Country Residential Districts be amended from cold mix to hot mix pavement.

OPTIONS & BENEFITS:

Knelsen's Sand and Gravel, a local supplier of both the hot and cold mix asphalt, indicated that in standard construction applications hot mix pavement will last approximately 15 years before requiring maintenance. A benefit of cold mix is that it can be mass produced, stored and then applied with a grader whereas hot mix must be applied shortly after being produced.

In the past, cold mix was significantly less expensive than hot mix and therefore used in various applications. The reduced cost compensated for the shorter life span of the cold mix. At present, little or no cost difference exists between the hot and cold mix asphalt and therefore, cold mix is no longer seen as being viable for municipal roads.

COSTS & SOURCE OF FUNDING:

N/A.

RECOMMENDED ACTION:

That Policy DEV001 Urban Development Standards be adopted as amended and attached.

Author: Marion Krahn,
Development Officer

Reviewed by: Ryan N. Becker,
Director of Planning

CAO

Mackenzie County

Title	Urban Development Standards	Policy No:	DEV001
-------	-----------------------------	------------	--------

Legislation Reference	Municipal Government Act, Section 5
-----------------------	-------------------------------------

Purpose

Establish urban development standards to ensure consistent development is maintained within the hamlets of Mackenzie County.

Policy Statement

Mackenzie County and developers have a shared responsibility for defining and addressing the existing and future needs of the community by creating development policies consistent with community objectives. These policies should be applied equitably and fairly to all within that community. All beneficiaries of development should participate in the cost of providing and installing infrastructure in the community on an equitable basis that relates to the degree of benefit. Municipal funded projects tend to encourage development while maintaining affordable lot prices.

Guidelines

- 1 Mackenzie County will:
 - a) adopt development standard requirements for individual urban zoning as indicated in this policy.
 - b) determine who is responsible for installation of the infrastructure as indicated in this policy.
 - c) determine who is responsible for the cost of installing the infrastructure as indicated in this policy.
 - d) pay for the difference in costs when requiring the Developer to oversize the water or sewer mains.
 - e) pay for the difference in costs when requiring the Developer to construct main arterial roads (proportionate to a standard road).
 - f) at the request of the developer, pay for selected improvements via a 100% local improvement levied against the property owner over a 10 year period.
 - g) pay for the storm sewer trunk main.
- 2 The developer will be responsible for all costs except where otherwise indicated in this policy.

Funding

- 1 Costs under \$100,000 accumulated throughout the year will be funded out of the General Capital Reserve, provided there are adequate funds in the reserve.
- 3 Costs exceeding \$100,000 accumulated throughout the year will be either out of the General Capital Reserve or funded through debentures at year-end and amortized over a 10 year period, provided that the County has the ability to borrow these funds pursuant to the MGA.
- 4 Costs of all storm sewer collection facilities within subdivisions.
- 5 Developer's shall notify Mackenzie County by October 31 annually of any subdivisions that will require local improvement plans in the following year. The developer shall be responsible for all local improvement charges unless a local improvement bylaw has been passed.

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Urban Development Standards

The following chart indicates the minimum standards on new development.

ZONING	Curb & Gutter	Sidewalk	Under Ground Power	St. Lights (under ground pwr)	Cold mix Roads	St. Lights (OH pwr)	Paved Roads	Storm Sewer Internal	Storm Sewer Trunk Main
MHP				√			√	√	County
MHS	√*	√*		√			√	√	County
HCR						√	√	√	County
All other Residential	√*	√*	√	√			√	√	County
Commercial	√*	√*	√	√			√	√	County
Industrial						√			County

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Definitions

(√) – means the requirement.

(*) – means Local Improvement.

(County) – means Mackenzie County

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Zoning – As per the Land Use Bylaw

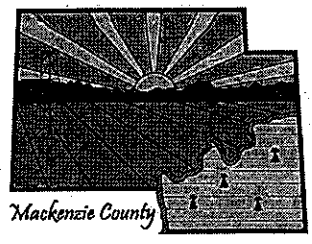
Storm Sewer Trunk Main – means storm sewer that benefits either present or future development areas as determined by the County.

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Storm Sewer Internal – means storm sewer that only benefits the subdivision within the development agreement.

Storm Sewer Collection System – can include ditches, ponds and underground piping.

	Date	Resolution Number
Approved	June 18, 2002	02-460
Amended	Jan 13, 2004	04-009
Amended	June 23, 2004	
Amended	May 10, 2005	05-255
Amended	Dec 13, 2005	05-674



MACKENZIE COUNTY

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 10, 2009
Presented By:	Ryan Becker, Director of Planning and Emergency Services
Title:	10-SUB-05 Abe U. and Susan Banman (Buffalo Lake Estates)

BACKGROUND / PROPOSAL:

The subject subdivision was approved on March 18th, 2005. The proposed subdivision encompasses the only access to the lands and therefore, the developers were required to build a portion of Range Road 15-2 to provide access to the balance of the quarter. This portion of road would be built through a slough and due to the costs associated with the construction the road has not been built to date. The developers are now looking to revise their subdivision plan to incorporate an alternate, less costly, access to the balance of the quarter.

This matter was presented to the Municipal Planning Commission (MPC) at their February 25th, 2009 meeting where the following motion was made:

That the Municipal Planning Commission recommendation to Council be for the approval of the construction of a road, to County standards, within the southerly 20 meters of the proposed yard site subdivision in the name of Abe U. and Susan Banman on Part of NW 35-105-15-W5M and Part of SW 35-105-15-W5M.

OPTIONS & BENEFITS:

Several extensions of the subdivision registration deadline have been issued since the original approval. The last extension was granted as a final extension to expire June 16th, 2009.

The developers have requested an amendment to their subdivision plan to include a road along the south side of their yard to serve as access to the balance of the quarter section. This road is seen as being less costly. The proposed road would

Author: Marion Krahn,
Development Officer

Reviewed by: Ryan N. Becker,
Director of Planning

CAO

become the property of the County upon final acceptance, and is therefore presented to Council for a decision.

In accordance with the Subdivision and Development Regulations, access must be provided to each parcel created by a subdivision.

COSTS & SOURCE OF FUNDING:

N/A.

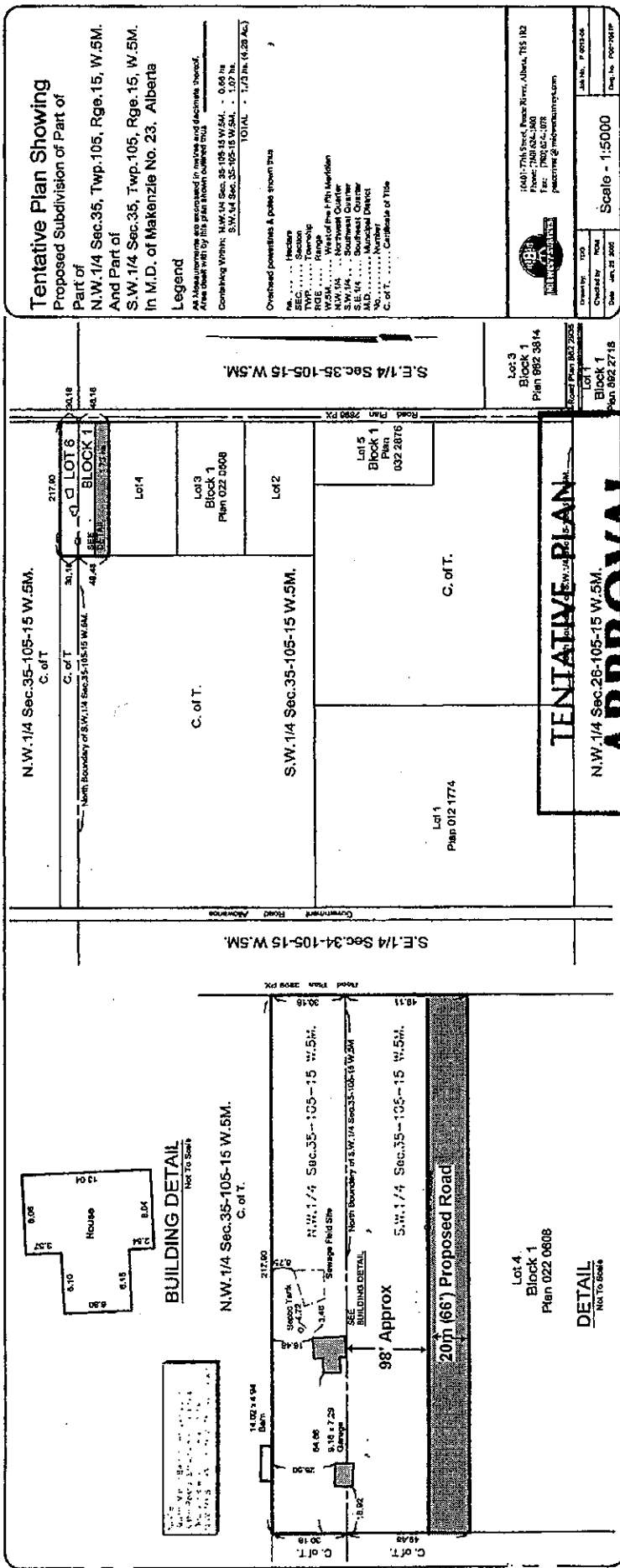
RECOMMENDED ACTION:

That the construction of a road to County standards, within the southerly 20 meters of the proposed yard site subdivision in the name of Abe U. and Susan Banman on Part of NW 35-105-15-W5M and Part of SW 35-105-105-15-W5M be approved and that the construction of the road be required to be completed prior to registration of the subdivision.

Author: Marion Krahn,
Development Officer

Reviewed by: Ryan N. Becker,
Director of Planning

CAO



Tentative Plan Showing
 Proposed Subdivision of Part of
 N.W. 1/4 Sec. 35, Twp. 105, Rge. 15, W.5M.
 And Part of
 S.W. 1/4 Sec. 35, Twp. 105, Rge. 15, W.5M.
 In M.D. of Makenzie No. 23, Alberta

Legend
 All Measurements are expressed in metres and decimals thereof.
 Area shall not be less than outlined area.
 Containing Within: N.W. 1/4 Sec. 35-105-15 W.5M. = 0.69 ha
 S.W. 1/4 Sec. 35-105-15 W.5M. = 1.07 ha
 TOTAL = 1.73 ha (4.28 Ac.)

Overhead powerlines & poles shown this
 M. Metres
 SEC. Section
 TWP. Township
 RGE. Range
 W.5M. West of the P.P.M. Meridian
 N.W. 1/4 Northwest Quarter
 S.W. 1/4 Southwest Quarter
 S.E. 1/4 Southeast Quarter
 M.D. Municipal District
 No. Number
 C. of T. Candidate of Title

1040-77th Street, Peace River, Alberta, T5S 1R2
 Tel: (780) 624-0778
 Fax: (780) 624-0778
 pacificwest@subdivisionsystems.com

Scale = 1:5000

TENTATIVE PLAN
 N.W. 1/4 Sec. 26-105-15 W.5M.

APPROVAL

**SUBJECT TO THE
 CONDITIONS SET
 OUT ON THE ATTACHED
 DECISION FORM**

FILE: 10-SUB-05
 DATE: June 21/05

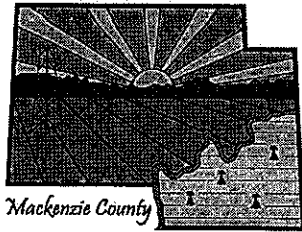


Required Road for Access | Range Road 15-2

Slough

Proposed Subdivision

Requested Alternate Access



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 10, 2009
Presented By:	Ryan Becker, Director of Planning and Emergency Services
Title:	Zama Residential Subdivision Development

BACKGROUND / PROPOSAL:

Attached is the final copy of the Zama City outline plan which deals specifically with the development of a new residential subdivision.

A Phase I Environmental Site Assessment (ESA), prepared by Parkland Geo was completed in October, 2008. The ESA identified that there are no significant concerns associated with the Plan Area and that no further environmental investigation is required. The presence of a pipeline carrying oil well effluent, located approximately 150 m southeast of the Plan Area, necessitates a setback distance to the mutual satisfaction of the Energy Resources Conservation Board (ERCB) and Mackenzie County. The ERCB was contacted in October and November 2008, however we have yet to receive a response regarding this development concept. As per Part 2, Section 10 of the *Subdivision and Development Regulations*, Mackenzie County will send a copy of the subdivision application and a development application to the ERCB once this project is moved forward.

Parkland Geotechnical Ltd. conducted a geotechnical investigation of the area consisting of 16 test holes to assess soil and groundwater conditions and conditions for site development, site grading, residential construction, the construction of roadways, the installation of sewer and water systems and the construction of storm water management facilities. The report concluded that the general soil consists of topsoil or peat overlying lacustrine clays and clay till, underlain by bedrock. The report concludes that these soil conditions are generally suitable for the proposed development.

Alberta Historic Resources Management conducted a review of the Plan Area and concluded that a historic resources impact assessment is not required for the Plan Area.

Author: Ryan Becker,
Director

Reviewed by: Ryan Becker,
Director

CAO

Pages 5 through 8 detail the future land use concept and describe how it is anticipated that approximately 67 single family and 137 multi-family units may be accommodated in the Plan Area. This will generate 592 residents, of which an estimated 98 will be of school age.

The Future Land Use Plan for the East Zama City OP places significant emphasis on the creation of a community focal point by locating a community park within the west-central portion of the Plan Area, and providing pedestrian connectivity via trail corridors to natural areas, open space, and storm water management facilities (SWMF).

Municipal Reserve has been provided at 7.0 ha and will be allocated to a park site, lands adjacent to environmental reserve parcels, lands adjacent to a storm water management facility, and a neighborhood trail system that includes a comprehensive trail network that links the major park, community centre, natural areas, open space, and SWMF to one another. The trail system is also linked to the hamlet's trail system via connections to the north and south.

One major park is located in the west portion of the East Zama City OP. The park, at 5.32 ha, is sized to accommodate a community centre, parking, playing fields, and open space and will be programmed in accordance with the County's design guidelines. The park has been located to maximize opportunities for pedestrian access.

9.38 ha of Public Utility lots will be provided for utility purposes, including a large storm water management facility (SWMF) which is located in the southeast portion of the Plan Area. This complex has been configured to serve as a visual and passive amenity space that offers easy access to surrounding residents.

The Transportation, Water and Sanitary servicing has also been addressed as per the attached report.

Once the East Zama City OP has been approved by resolution of Council, rezoning and Subdivision Applications will be submitted to the City for the first phase of development. Additional Rezoning and Subdivision Applications will be submitted in advance of each subsequent stage. Rezoning and Subdivision will occur in accordance with Districts available within the Land Use Bylaw; however, Direct Control Districts may need to be established for comprehensive sites such as the multiple family sites.

Should Council wish to adopt the plan by resolution, it will be incorporated into the Zama Area Structure plan amendment after the Municipal Development Plan is completed.

Author: Ryan Becker,
Director

Reviewed by: Ryan Becker,
Director

CAO

OPTIONS & BENEFITS:

Council will need to debate the options on moving this development forward. A request for proposals from interested developers could be advertised to determine the private interest in this project. The County could also be involved at different levels in working with private developers to move this project forward, to what degree if any would be at Councils discretion and direction.

COSTS & SOURCE OF FUNDING:

Current approved funding.

RECOMMENDED ACTION:

That Council adopts the East Zama City Outline Plan as presented.

Author: Ryan Becker,
Director

Reviewed by: Ryan Becker,
Director

CAO



TRANSPORTATION MUNICIPAL/ENVIRONMENTAL STRUCTURAL
LAND DEVELOPMENT LANDSCAPE/ARCHITECTURE
PLANNING/COMMUNICATIONS GIS/MAPPING

Mackenzie County

Final Report

East Zama City Outline Plan

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1.0 Introduction

1.1 Purpose of Plan

The purpose of the East Zama City Outline Plan (OP) is to prepare a plan that accommodates low and medium density residential uses, and a recreation site containing a community centre and active and passive recreation areas.

The Plan is also designed to:

- be consistent with other Mackenzie County statutory plans;
- provide guidelines to facilitate orderly, efficient and contiguous development;
- describe the proposed land uses, density and population projections;
- describe a servicing concept and the location of roads and public utilities; and
- provide a framework for the subsequent preparation of more detailed planning and design at the zoning, subdivision and development application stage.

Prior to any development of these lands it is recommended that a topographic survey and a biophysical assessment is completed. The results of these studies/reports may require adjustments to the proposed land use and servicing concepts.

1.2 Area of Application

The East Zama City OP applies to land in the northwest portion of Mackenzie County and the east portion of the Hamlet of Zama City, as shown in Figure 1.1 – Location Plan. The Plan Area is generally defined by the following boundaries:

- North - Hamlet boundary;
- East - Hamlet boundary;
- West – Community Park and Fish Pond; and
- South - Hamlet boundary.

1.3 Property Ownership

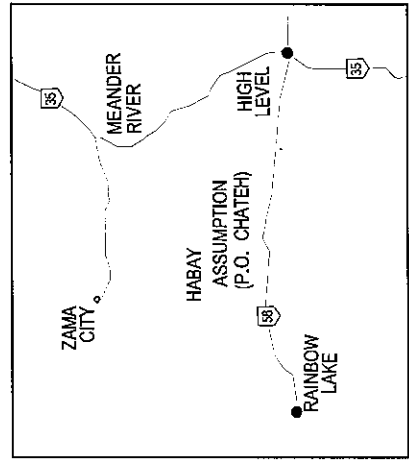
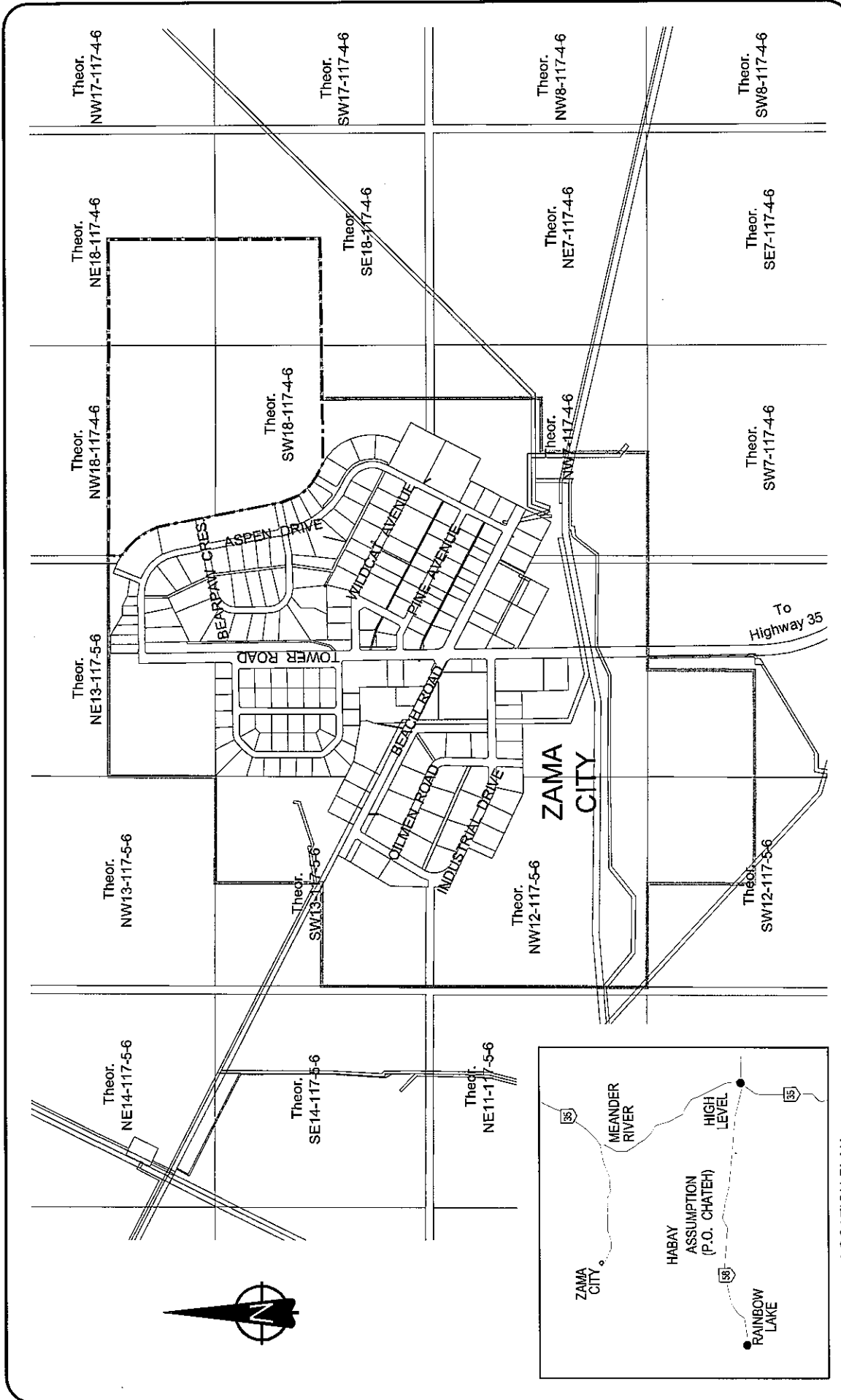
The Plan Area comprises 84.18 hectares (ha) on two parcels of land described as Certificate of Title 962 236 229 +4 (35.79 ha) and Certificate of Title 972 044 189 (48.39 ha), as shown on Figure 1.2 – Property Ownership Plan. As illustrated in Table 1: Land Ownership, there is one land owner in the Plan Area.

Table 1: Land Ownership

Description	Owner	Area (ha)	% of Total
Certificate of Title 962 236 229 +4	Mackenzie County	35.79	43
Certificate of Title 972 044 189	Mackenzie County	48.39	57
Total		84.18	100%

There are four encumbrances on title for utility rights-of-way that will affect the future development of the subject lands. As described in Section 2.5, there are three caveats in the name of Alberta Power Limited (APL) affecting Certificate of Title 962 236 229+4 and an existing powerline easement located in the southwest portion of the Plan Area. The caveats will be reviewed by APL at the time of subdivision. The easement has been integrated into the land use concept and is designated as a Public Utility Lot.

FIGURE 1.1

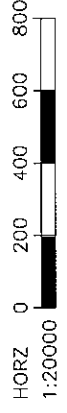


LOCATION PLAN
N.T.S.

LEGEND

- STUDY AREA = 84.18ha (208.02ac)
- ZAMA CITY HAMLET BOUNDARY

CONCEPT ONLY.
SUBJECT TO
DETAILED DESIGN.



NOVEMBER 2008

EAST ZAMA CITY
OUTLINE PLAN
LOCATION PLAN



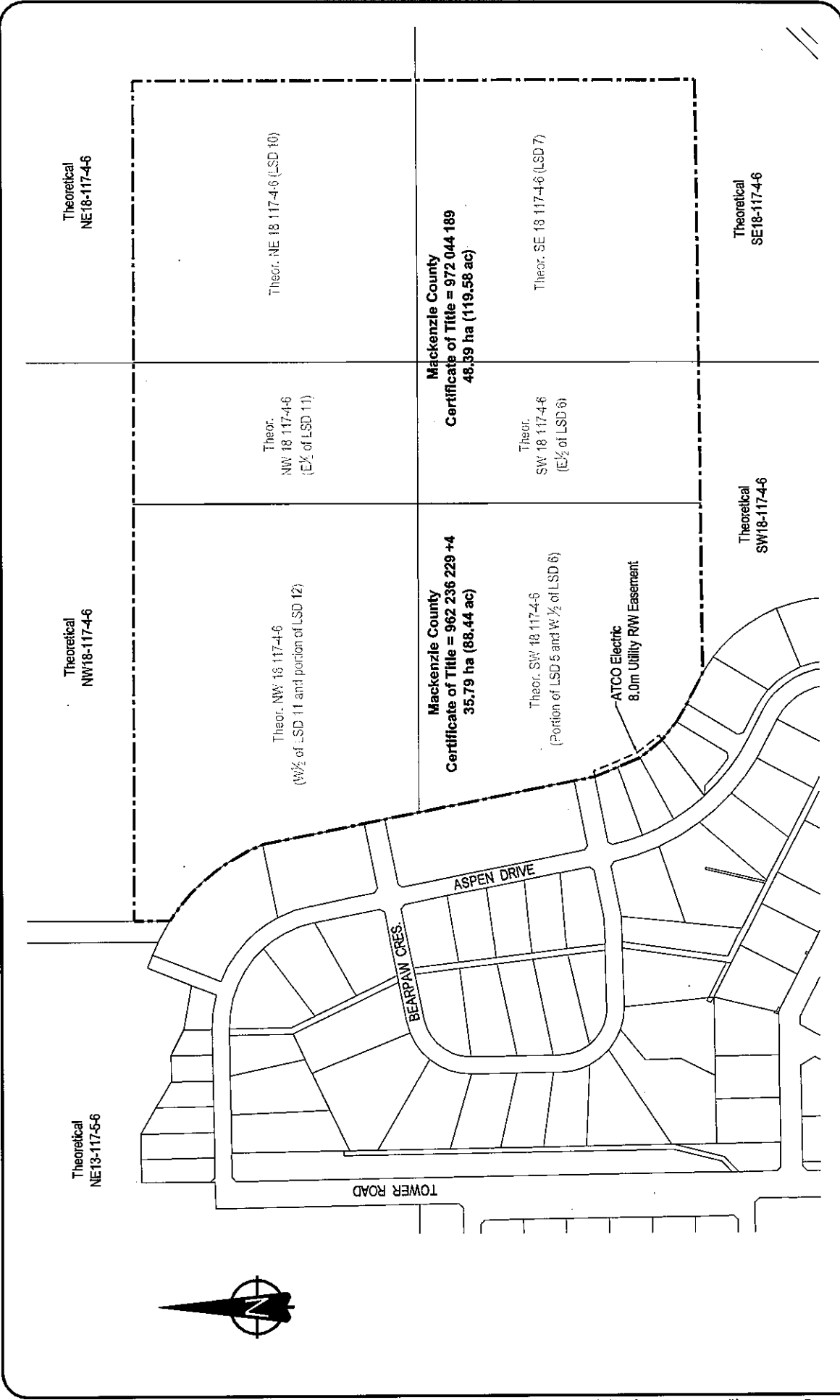


FIGURE 1.2

CONCEPT ONLY.
SUBJECT TO
DETAILED DESIGN.



NOVEMBER 2008

**EAST ZAMA CITY
OUTLINE PLAN
PROPERTY OWNERSHIP PLAN**



LEGEND

--- STUDY AREA BOUNDARY
PLAN AREA = 84.18ha (208.02ac)

1.4 Policy Context

The East Zama City OP has been prepared within the context of Mackenzie County's Municipal Development Plan and the Zama City Area Structure Plan, which provide guidance for the future land use and development of the East Zama City OP.

1.4.1 Mackenzie County Municipal Development Plan

Mackenzie County's Municipal Development Plan (MDP) was adopted by Council in January 1994 and is the County's primary land use policy document. The MDP has a number of policies which guides hamlet development, namely that the County will:

- Promote orderly economic growth;
- Plan for the future subdivision and development of residential areas; and
- Provide a variety of institutional/recreational/cultural opportunities.

1.4.2 Existing Area Structure Plan

The proposed East Zama City OP is located within the Hamlet of Zama Area Structure Plan (ASP). The ASP designates the subject lands for residential development. The Plan generally complies with the ASP; however Schedule B through Schedule I must be amended to reflect Zama City's municipal boundaries and the location of the public/institutional areas proposed within this Plan.

1.4.3 Hamlet Land Use Bylaw

The County's Land Use Bylaw, Bylaw #462/04 as amended, regulates land use and development of the lands within Zama City. Currently, the western portion of the lands within the Plan Area are designated as HR2 (Hamlet Residential 2) District and the balance of the lands within the Plan Area are designated as F (Forestry) District.

The HR2 District allows large lot residential and other compatible uses in urban areas, and the F District regulates land use within the Green Area of the County.

The Plan Area will be redistricted to the appropriate Land Use Districts concurrent with subsequent development stages.

2.0 Plan Area

2.1 Existing Land Uses

The Plan Area is currently undeveloped, contains numerous cut lines, an overhead power transmission line along the west boundary of the site, and is heavily forested.

The lands to the north, south and east of the Plan Area are undeveloped and heavily forested. The Community Park and Fish Pond and campground are located immediately to the west of the Plan Area, as shown in Figure 2.1 - Existing and Surrounding Land Uses.

2.2 Topography and Natural Features

The Plan Area slopes gradually from northwest to southeast, with the highest elevations located in the northern portion of the Plan Area. Grade elevations ranging from 394 metres (m) near the corner of Aspen Drive and Bearpaw Crescent Street to 389m at the southeast edge of the Plan Area, as illustrated on Figure 2.2 – Topography Plan.

The most significant natural features in the Plan Area are a poplar dominated forest that covers the entire site, low muskeg areas in the central portion of the Plan Area, and a low, wet area in the extreme southeast corner of the site.

2.3 Environmental Site Assessment (ESA)

A Phase I Environmental Site Assessment (ESA), prepared by Parkland Geo was completed in October, 2008. The ESA identified that there are no significant concerns associated with the Plan Area and that no further environmental investigation is required. The presence of a pipeline carrying oil well effluent, located approximately 150 m southeast of the Plan Area, necessitates a setback distance to the mutual satisfaction of the Energy Resources Conservation Board (ERCB) and Mackenzie County. The ERCB was contacted in October and November 2008, however we have yet to receive a response regarding this development concept. As per Part 2, Section 10 of the Subdivision and Development Regulations, Mackenzie County will send a copy of a subdivision application and a development application to the ERCB.

2.4 Geotechnical Assessment

Parkland Geotechnical Ltd. conducted a geotechnical investigation of the Plan Area in the winter of 2009. 16 test holes were drilled to assess soil and groundwater conditions and conditions for site development, site grading, residential construction, the construction of roadways, the installation of sewer and water systems and the construction of stormwater management facilities. The report concluded that the general soil stratigraphy consists of topsoil or peat overlying lacustrine clays and clay till, underlain by bedrock. The report concludes that these soil conditions are generally suitable for the proposed development.

2.5 Heritage Resources

Alberta Historic Resources Management conducted a review of the Plan Area and concluded that a historic resources impact assessment is not required for the Plan Area.



FIGURE 2.1

CONCEPT ONLY.
SUBJECT TO
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NOVEMBER 2008

**EAST ZAMA CITY
OUTLINE PLAN
EXISTING AND SURROUNDING
LAND USES**



**Engineering
and Land Services**

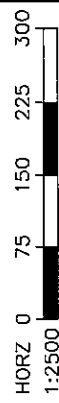
LEGEND

STUDY AREA BOUNDARY
PLAN AREA = 84.18ha (208.02ac)



FIGURE 2.2

CONCEPT ONLY.
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DETAILED DESIGN.



NOVEMBER 2008

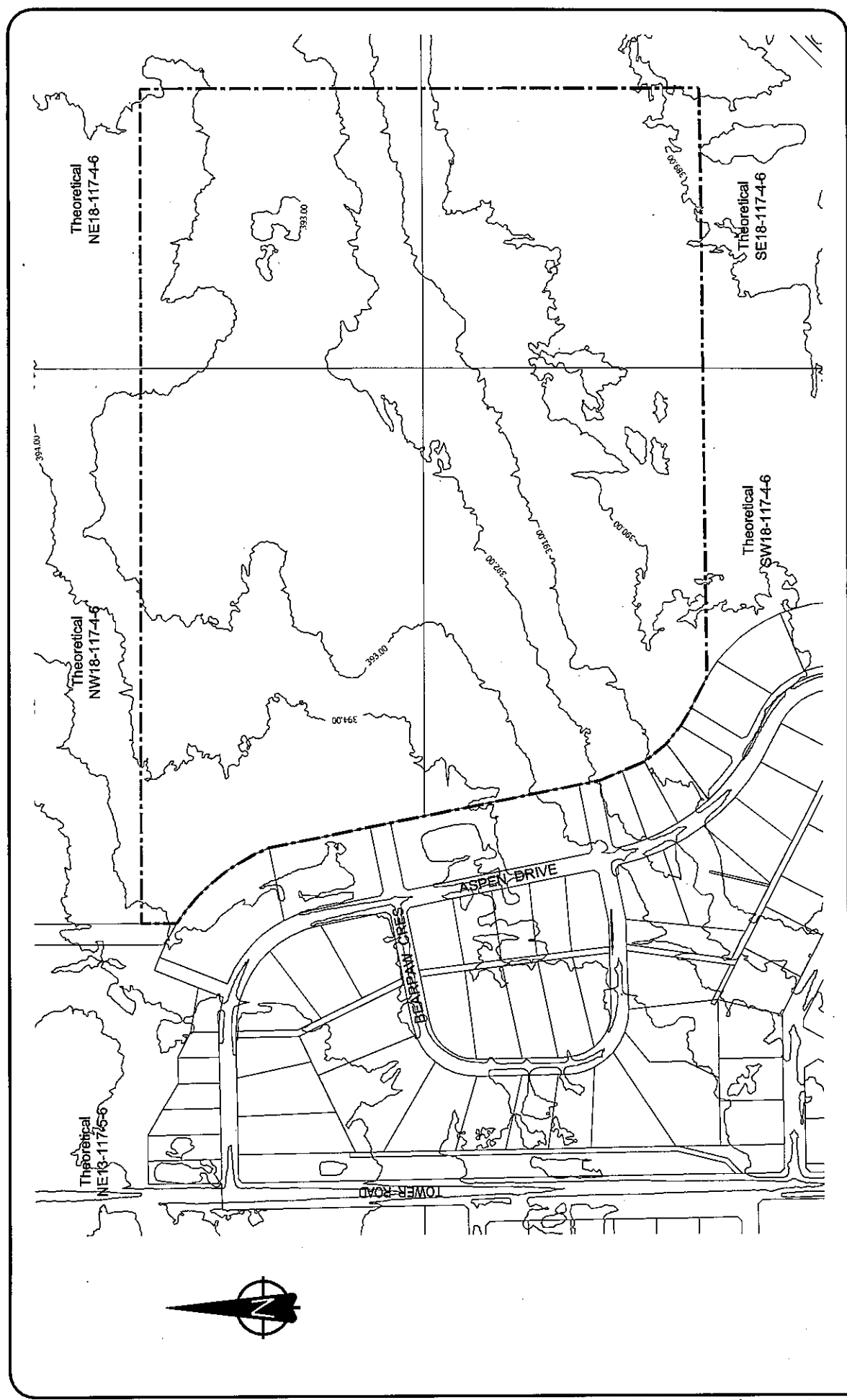
EAST ZAMA CITY OUTLINE PLAN TOPOGRAPHY PLAN



Engineering
and Land Services

LEGEND

STUDY AREA BOUNDARY
PLAN AREA = 84.181a (208.02ac)



2.6 Utility Rights-of-Way

There is one utility easement and three utility caveats affecting the Plan Area.

1. An overhead power transmission line owned by ATCO Electric Ltd. is located in the southwest portion of the Plan Area. The transmission line and its 8.0m easement has been integrated into the land use concept with its designation as a Public Utility Lot.
2. Three caveats in the name of APL affect the Plan Area. APL has reviewed the contents of this Outline Plan and will provide comments prior to subdivision to determine how their interests will be integrated into the development.
3. An existing utility right-of-way (ROW) is located approximately 150m from the southeast corner through the Plan Area. The ROW is a sour gas pipeline that trends northeast-southwest through the southern portion of East Zama City. Any setback issues or other limitations associated with this line will be addressed to the satisfaction of the ERCB prior to subdivision and development of the Plan Area.

3.0 Future Land Use Concept

3.1 Objectives

The East Zama City Outline Plan is based on the vision and policies of the Mackenzie County MDP and the policies of the Hamlet of Zama ASP. Accordingly, the land use concept is intended to achieve the following objectives:

1. provide an overall framework for the future development of the Plan Area;
2. protect major natural features in the Plan Area and provide opportunities to sensitively integrate these features into future development;
3. integrate future development with existing development;
4. provide a range of housing forms to respond to current market and demographic conditions;
5. locate public/institutional uses in a prominent location within the Plan Area;
6. create a satisfactory interface between public/institutional uses and residential areas;
7. develop a safe and efficient transportation network;
8. develop direct pedestrian circulation routes linking residential areas to schools, parks and open space;
9. provide a servicing system based on the economical and efficient extension of municipal infrastructure and utilities; and
10. utilize stormwater management facilities, where possible, as an amenity feature.

3.2 Map

The development concept proposed for East Zama City is illustrated in Figure 3.1 –Land Use Concept Plan. The Figure consists of land use areas and symbols that graphically define land use and roadway patterns for the Plan Area. To maintain the relevance of the Outline Plan, the Plan may be amended from time to time to reflect changing circumstances.

3.3 Land Use Concept

The primary objective of the land use concept is to integrate a mixture of residential and public/institutional uses within a design that provides an abundance of trail corridors and open space and is complementary to surrounding area development.

1. A detailed summary of land uses is provided in Table 2 – Land Use Summary. It is anticipated that 65% of the land area will be developed for residential uses, 23% for open space and 12% for roads. Specific areas and percentages will be confirmed by way of plan of survey at the time of subdivision.

2. It is anticipated that approximately 67 single family and 137 multi-family units may be accommodated in the Plan Area. This will generate 592 residents, of which an estimated 98 will be of school age, as illustrated in Table 3 – Residential Land Use, Population and Student Generation.

Table 2: Land Use Summary

	Area (ha.)	Area (acre)	% of GDA
Titled Area	84.18	208.01	
Less Environmental Reserve	14.20	35.09	
Gross Developable Area (GDA)	69.98	172.92	100%
Municipal Reserve	7.00	17.30	10%
Public Utility Lots/Stormwater Management Facilities	9.38	23.18	13%
Open Space	16.38	40.48	23%
Roads	8.68	21.45	12%
Low Density	41.01	101.34	59%
Medium Density	3.91	9.66	6%
Residential Area	44.92	111.00	65%

Table 3: Residential Land Use, Population and Student Generation

Land Use	Area (ha.)	Area (acre)	Units/ha.	Units/Acre	Units	Pop/Unit	Population
Low Density	41.01	101.34	1.63	0.66	67	3.33	223
Medium Density	3.91	9.66	35	14.16	137	2.7	369
Total	44.92	111.00			204		592

Density: 2.91 units per gross developable hectare

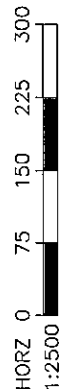
Student population = 98 students (based on 16.6% of total resident population).

3.4 Residential Development

1. Residential development within the East Zama City OP will transition from low density residential development in the east portion of the Plan Area to higher, more compact building forms near the community centre in the western portion of the Plan Area.
2. 59% of the East Zama City OP is designated for low density residential development. This form of housing has been located to take advantage of the amenity offered by stormwater management facilities and open space. These sites will be developed in accordance with the low density residential districts of the Mackenzie County Land Use Bylaw.
3. Medium density residential development will occupy three sites, or 6% of the gross developable area. A variety of medium density housing forms and densities including townhouses and low rise apartment buildings will be accommodated and located in the northeast portion of the Plan Area.

FIGURE 3.1

CONCEPT ONLY,
SUBJECT TO
DETAILED DESIGN.



NOVEMBER 2008

EAST ZAMA CITY OUTLINE PLAN LAND USE CONCEPT PLAN



**Engineering
and Land Services**

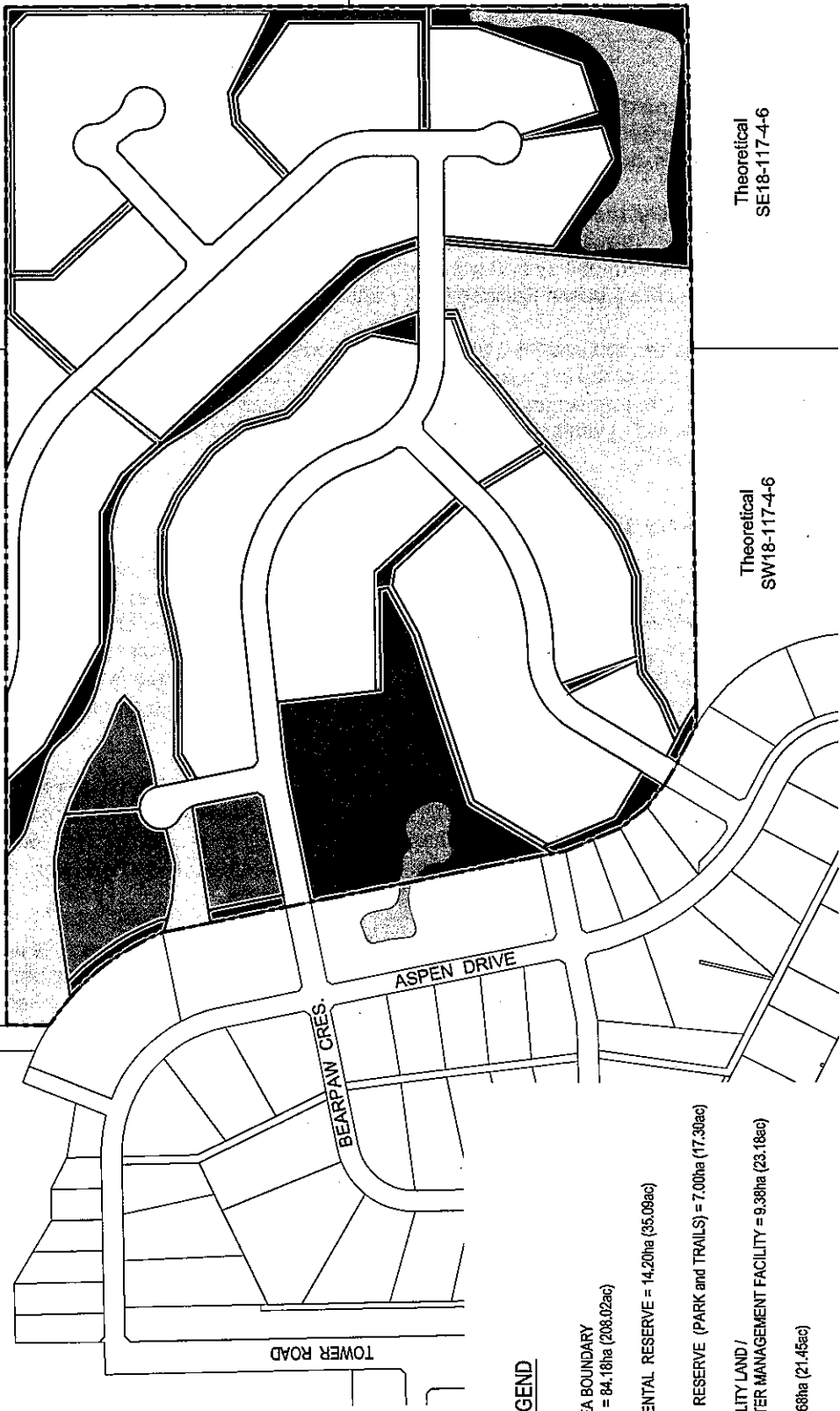
Theoretical
NE18-117-4-6

Theoretical
SE18-117-4-6

Theoretical
NW18-117-4-6

Theoretical
SW18-117-4-6

Theoretical
NE13-117-5-6



LEGEND

- STUDY AREA BOUNDARY
- PLAN AREA = 84.18ha (208.02ac)
- ENVIRONMENTAL RESERVE = 14.20ha (35.09ac)
- MUNICIPAL RESERVE (PARK and TRAILS) = 7.00ha (17.30ac)
- PUBLIC UTILITY LAND / STORMWATER MANAGEMENT FACILITY = 9.38ha (23.18ac)
- ROADS = 8.68ha (21.45ac)
- LOW DENSITY RESIDENTIAL = 41.01ha (101.34ac)
- MEDIUM DENSITY RESIDENTIAL = 3.91ha (9.66ac)

4. The medium density housing forms will establish a strong presence at community focal points and will be located within easy access of collector roads, the public/institutional site and open space.
5. The first medium density site is located in the north-east portion of the Plan Area. This site is located adjacent to an environmental reserve parcel and a utility right-of-way and will be developed with an apartment in accordance with the HR3 (Hamlet Residential 3) District.
6. The second and third medium density sites are located in the north-east portion of the Plan Area. These sites are located adjacent to environmental reserve parcels and will be developed with townhousing, in accordance with the HR2 (Hamlet Residential 2) District or the HR3 (Hamlet Residential 3) District.

3.5 Public/Institutional

1. The Future Land Use Plan for the East Zama City OP places significant emphasis on the creation of a community focal point by locating a community park within the west-central portion of the Plan Area, and providing pedestrian connectivity via trail corridors to natural areas, open space, and stormwater management facilities (SWMF). 30.58 ha of the Plan Area is designated for open space (Environmental Reserve, Municipal Reserve and Public Utility Lots).
2. Based on Schedule F of the Hamlet of Zama ASP, the Plan Area designates lands located within the central portion of the Plan Area for Environmental Reserve (ER) purposes. These lands, totalling an area of 14.2 ha, will be left in a natural state, carefully integrated into the neighbourhood's design, and will be linked to the park system via the trail network.
3. The ER designation protects an intermittent drainage course and its adjacent vegetation. Further delineation of the ER area shall be conducted prior to subdivision approval, to the satisfaction of the Alberta Sustainable Resource Development.
4. Municipal Reserve has been provided at 7.0 ha in accordance with the Municipal Government Act and will be allocated to a park site, lands adjacent to environmental reserve parcels, lands adjacent to a storm water management facility, and a neighbourhood trail system.
5. One major park is located in the west portion of the East Zama City OP. The park, at 5.32 ha, is sized to accommodate a community centre, parking, playing fields, and open space and will be programmed in accordance with the County's design guidelines. The park has been located to maximize opportunities for pedestrian access. The park will be zoned P (Public/Institutional) District in accordance with the Land Use Bylaw.
6. The East Zama City OP future land use concept includes a comprehensive trail network that links the major park, community centre, natural areas, open space, and SWMF to one another. The trail system is also linked to the hamlet's trail system via connections to the north and south.

7. 9.38 ha of Public Utility lots will be provided for utility purposes, including a large stormwater management facility (SWMF) which is located in the south-east portion of the Plan Area. This complex has been configured to serve as a visual and passive amenity space that offers easy access to surrounding residents.
8. The Community Fish Pond will be extended to the south and east. The existing structure, located adjacent to the Fish Pond, will be maintained for future use.

4.0 Proposed Engineering Concept

4.1 Transportation Network

The Hamlet of Zama City consists of varying road widths but maintains a rural road section with ditches throughout. The proposed development will be a 30.0m right-of-way (ROW) constructed to the most current standard rural section. Connections to existing roads will be made at the extension of the north intersection of Bearpaw Crescent and Aspen Drive, as well as a connection further south along Aspen Drive. An allowance for a future road connection to the north to serve possible growth areas has also been provided.

In order to facilitate movement of pedestrian traffic and reduce the pedestrian/vehicle/recreational vehicle conflict, rear lot ROW's have been provided. These ROW's are multi-functional as trails, drainage routes and franchise utility servicing. Figure 4.1 shows the proposed circulation concept.

4.2 Water Servicing

Due to limitations on the existing water distribution system within the Hamlet, there may be insufficient capacity within the system to support additional domestic and/or fire flows. Further analysis of the existing distribution system is required in order to identify any possible off-site improvements which may be required to support further development within the Hamlet.

It is proposed that the distribution system would be extended from the existing system on Aspen Drive. Internal looping will be required to reinforce the supply in the event there is a disruption in the service. Specific pipe sizes and alignments are subject to confirmation at the time of detailed engineering analysis. A service connection to the north for future development should be incorporated.

Based on the current layout for the proposed development and existing servicing, the proposed watermain distribution system is illustrated on Figure 4.2.

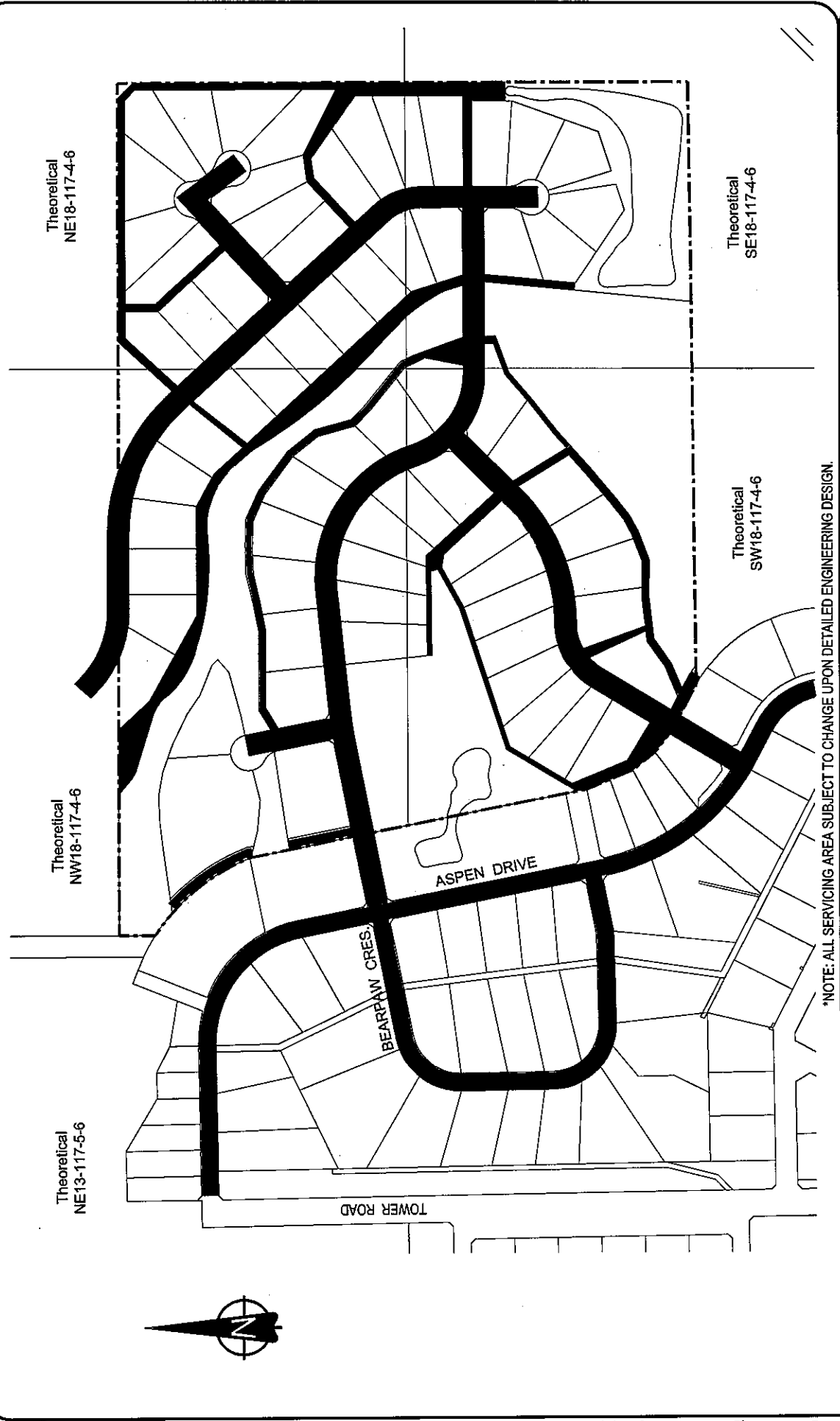
4.3 Sanitary Servicing

The Plan Area has no current feasible points of service and will require the construction of a sanitary lift station. The sanitary servicing for this development can occur with a system of gravity pipes which will be directed to a lift station located in the south portion of the development. A forcemain will direct the flows back through the development within the road ROW and discharge into an existing 200mm sanitary sewer along Aspen Drive. (Figure 4.3)

The lift station for this development should be designed and sized to service potential growth areas to the north of Zama City. Further review will need to be completed at the time of detailed design to confirm this catchment for the lift station.

Although there have been recent expansions to the Hamlet's sewage lagoons, a detailed analysis of the existing collection system will need to be completed to confirm there is sufficient capacity available to handle the additional flows generated from the development.

FIGURE 4.1



*NOTE: ALL SERVICING AREA SUBJECT TO CHANGE UPON DETAILED ENGINEERING DESIGN.

CONCEPT ONLY.
SUBJECT TO
DETAILED DESIGN.

HORZ 0 75 150 225 300
1:2500

NOVEMBER 2008

EAST ZAMA CITY OUTLINE PLAN CIRCULATION CONCEPT PLAN



Engineering
and Land Services

LEGEND

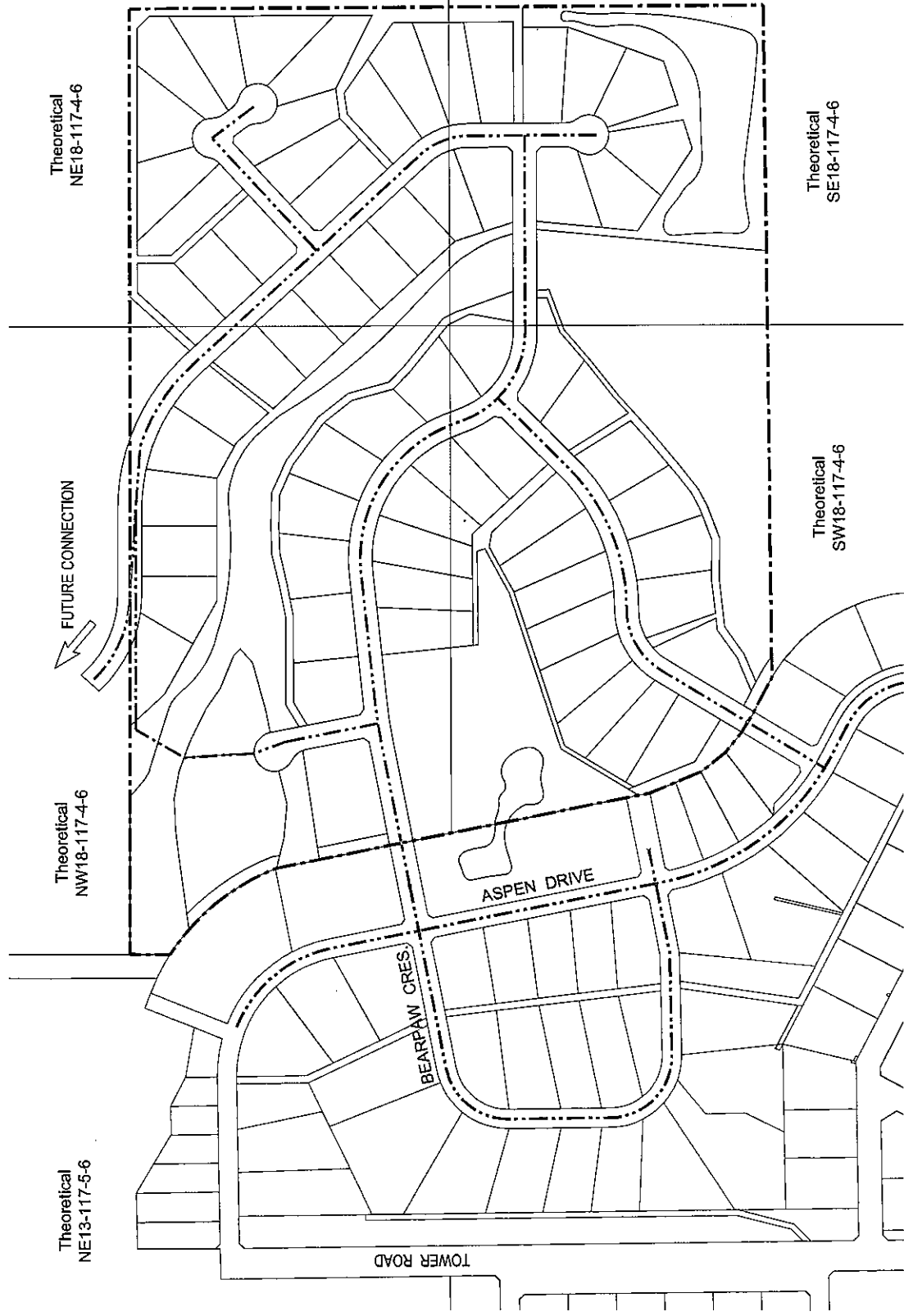
--- STUDY AREA BOUNDARY
PLAN AREA = 64.18ha (2008.02ac)

--- MULTI-USE R/W

--- PROPOSED ROAD

--- EXISTING ROAD

FIGURE 4.2



CONCEPT ONLY,
SUBJECT TO
DETAILED DESIGN.

Metres 0 50 100 150 200
1:7500

NOVEMBER 2008

**EAST ZAMA CITY
OUTLINE PLAN
WATER SERVICING PLAN**

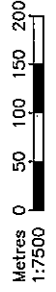


LEGEND

- STUDY AREA BOUNDARY
- PLAN AREA = 84.18ha (208.02ac)
- PROPOSED WATERMAIN
- EXISTING 150mm WATERMAIN

FIGURE 4.3

CONCEPT ONLY.
SUBJECT TO
DETAILED DESIGN.



NOVEMBER 2008

**EAST ZAMA CITY
OUTLINE PLAN
SANITARY SERVICING PLAN**



*NOTE: ALL SERVICING AREA SUBJECT TO CHANGE UPON DETAILED ENGINEERING DESIGN.

LEGEND

- STUDY AREA BOUNDARY
PLAN AREA = 84.18ha (208.02ac)
- PROPOSED SANITARY SEWER
- PROPOSED FORCEMAIN
- EXISTING SANITARY

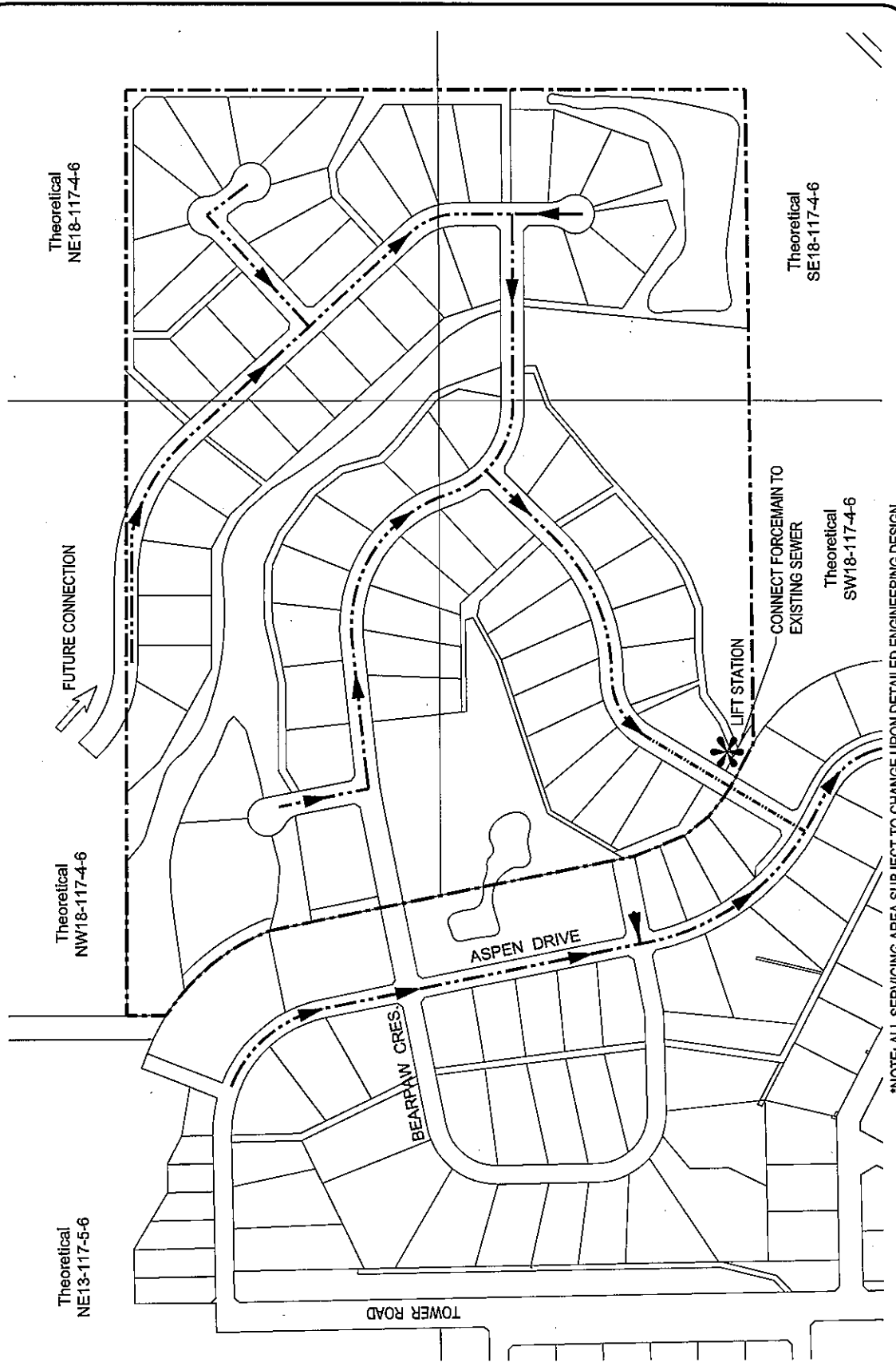


FIGURE 4.4

CONCEPT ONLY,
SUBJECT TO
DETAILED DESIGN.

Metres 0 50 100 150 200
1:7500

NOVEMBER 2008

EAST ZAMA CITY OUTLINE PLAN STORM SERVICING PLAN



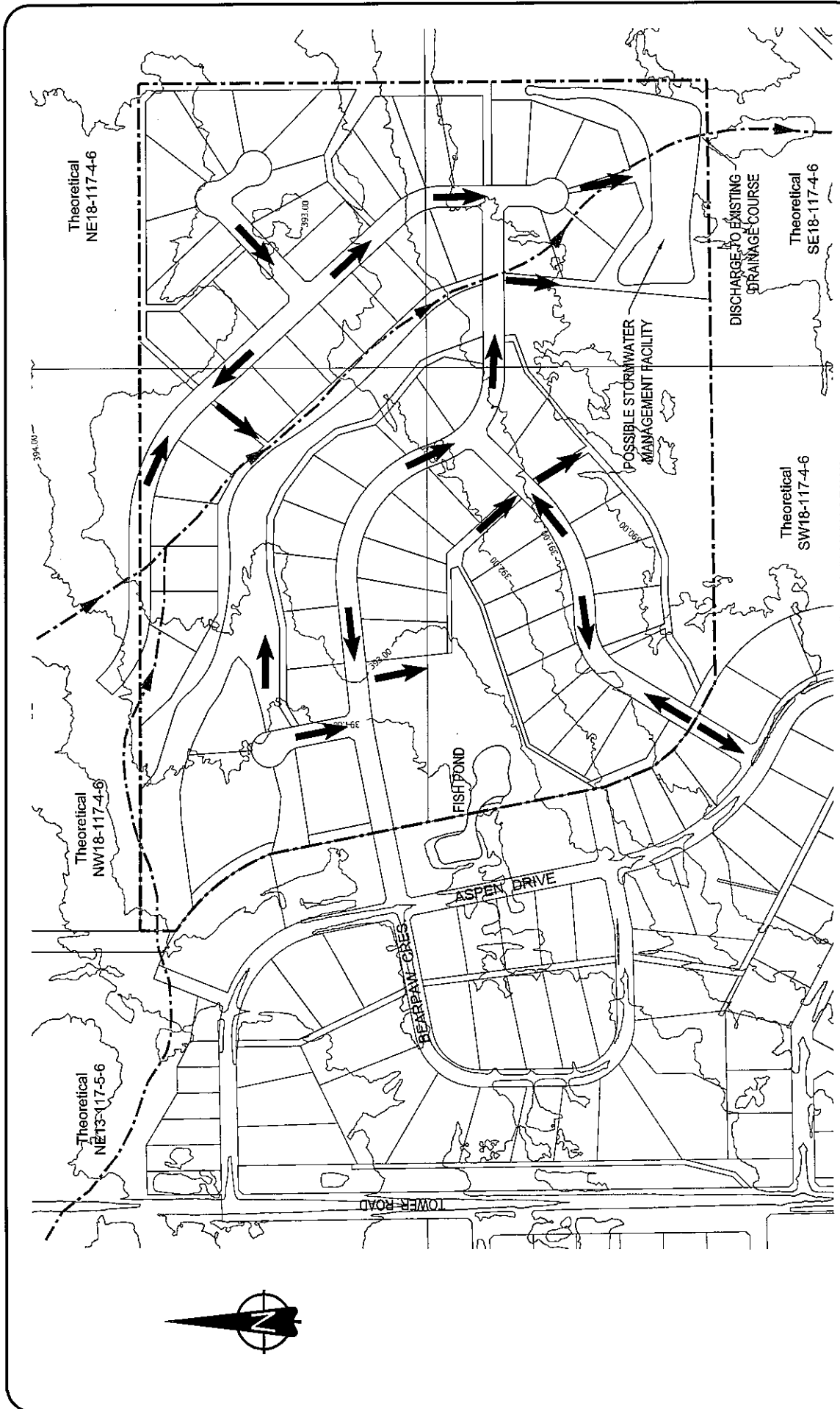
*NOTE: ALL SERVICING AREA SUBJECT TO CHANGE UPON DETAILED ENGINEERING DESIGN.

STUDY AREA BOUNDARY
PLAN AREA = 64,181sq (208.02ac)

MAJOR FLOW DIRECTION

EXISTING DRAINAGE COURSE
(ALIGNMENT PROVIDED BY MALTAIS
GEOMATICS AND INTERPOLATED FROM
GOVERNMENT OF ALBERTA DATA, 1982)

LEGEND



4.4 Stormwater Management

The proposed development slopes gently from the northwest to the southeast. An intermittent drainage course runs through the property. With the proposed layout, this drainage course will require minor realignments in order to maintain current drainage patterns.

The proposed overland drainage scheme for the site directs run-off into road side ditches, which will discharge into the existing drainage course at various locations. This drainage course discharges into a large existing slough like area at the south end of the property which further drains into a series of wetland or bog areas and finally into the Hay River. Future detailed analysis of the stormwater system will need to be conducted to verify this option. If deemed necessary, land for a stormwater management facility (SWMF) has been allocated in the south east corner of the site.

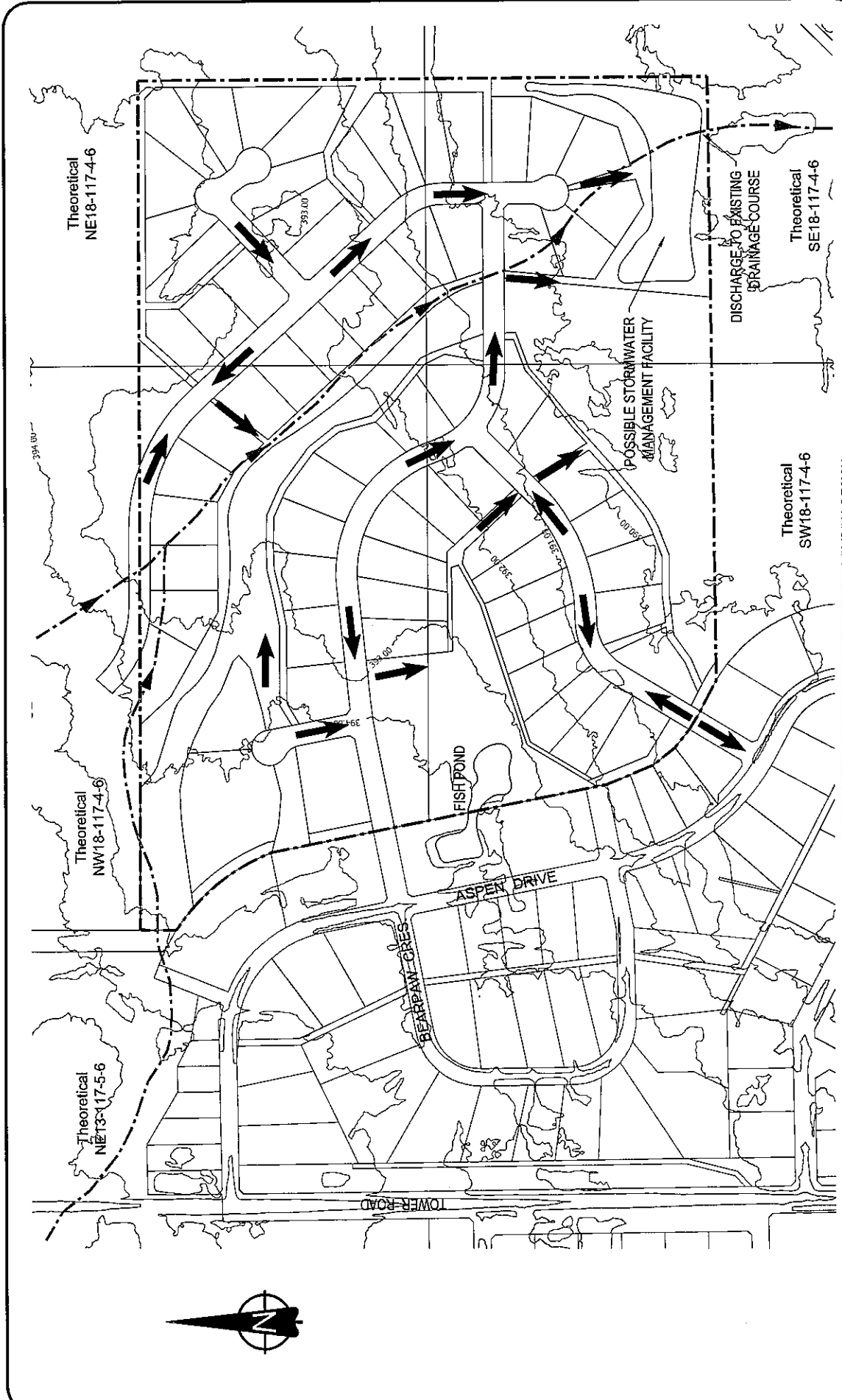
The proposed Stormwater Management System is illustrated in Figure 4.4.

4.5 Shallow Utilities

All shallow utilities (natural gas, power, cable, telephone) will be extended into the Plan Area by the individual franchise holders as required to service new development. It is anticipated that the services will be aligned within a public utility lot at the rear of each lot.

It is unknown at the time of this report, if all franchise utilities have the capacity to service full build out of this development. Further review will need to be done at a subsequent detailed design stage.

FIGURE 4.4



*NOTE: ALL SERVICING AREA SUBJECT TO CHANGE UPON DETAILED ENGINEERING DESIGN.

CONCEPT ONLY.
SUBJECT TO
DETAILED DESIGN.

Metres 0 50 100 150 200
1:7500

NOVEMBER 2008

**EAST ZAMA CITY
OUTLINE PLAN
STORM SERVICING PLAN**



LEGEND

STUDY AREA BOUNDARY
PLAN AREA = 64.18ha (2018.02ac)

MAJOR FLOW DIRECTION

EXISTING DRAINAGE COURSE
(ALIGNMENT PROVIDED BY MALTAIS
GEOMATICS AND INTERPOLATED FROM
GOVERNMENT OF ALBERTA DATA, 1982)



5.0 Implementation

5.1 Development Staging

The tentative development staging for East Zama City OP is shown on Figure 5.1, and is sequenced in accordance with contiguous access to utility services and road systems, and as market conditions warrant. Development in the Plan Area will commence in the south west portion of site. It is then anticipated that subdivision and development will proceed to the central portion of the Plan Area for Stage 2 and Stage 3, which includes medium density residential development and the major park site. Stage 4 and Stage 5 of development would consist of the eastern portion of the Plan Area.

The timing and manner of construction within East Zama City OP will be done with sensitivity to living nature by maintaining the poplar dominated forest and low muskeg areas in the central portion of the Plan Area.

5.2 Rezoning, Subdivision and Development

Once the East Zama City OP has been approved by resolution by Council Rezoning and Subdivision Applications will be submitted to the County for the first phase of development. Additional Rezoning and Subdivision Applications will be submitted in advance of each subsequent stage.

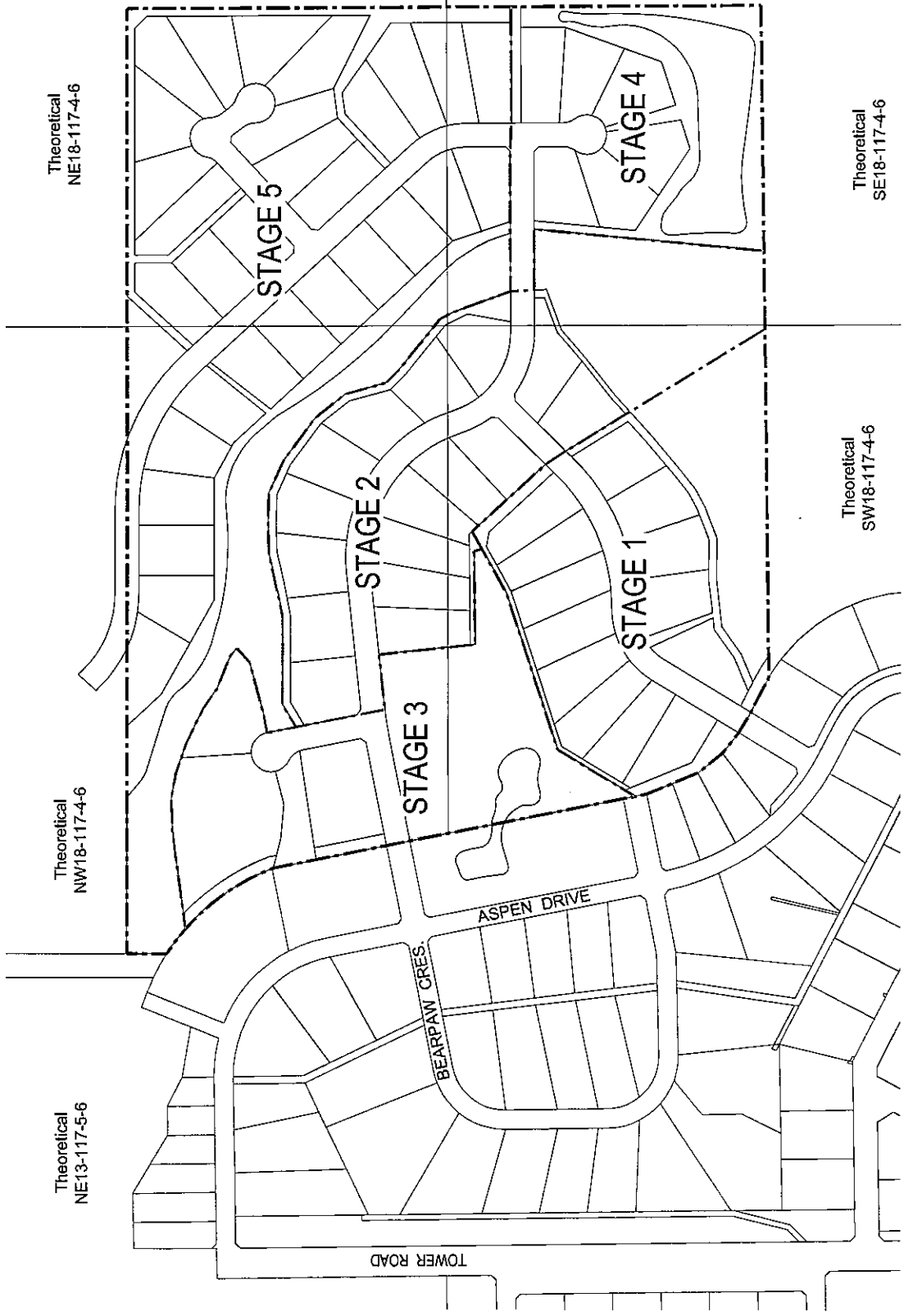
Rezoning and Subdivision will occur in accordance with Districts available within the Land Use Bylaw; however, Direct Control Districts may need to be established for comprehensive sites such as the multiple family sites.

5.3 Plan Amendments

An amendment to this OP shall be required if, in the opinion of the Approving Authority, a proposed development results in one or more of the following changes to the Plan:

1. a change in the general land use pattern of an area;
2. the elimination, reclassification, or significant realignment of proposed collector roads; and
3. significant changes to the location of utility networks or the SWMF.

FIGURE 5.1



*NOTE: ALL SERVICING AREA SUBJECT TO CHANGE UPON DETAILED ENGINEERING DESIGN.

CONCEPT ONLY,
SUBJECT TO
DETAILED DESIGN.



NOVEMBER 2008

**EAST ZAMA CITY
OUTLINE PLAN
STAGING PLAN**

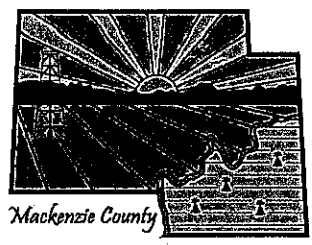


LEGEND

STUDY AREA BOUNDARY
PLAN AREA = 84.16ha (208.02ac)

STAGING BOUNDARY





MACKENZIE COUNTY
REQUEST FOR DECISION

Meeting: Regular Council Meeting

Meeting Date: March 10, 2009

Presented By: Ryan Becker, Director of Planning and Emergency Services

Title: Municipal Development Plan and Land Use Bylaw Project

BACKGROUND / PROPOSAL:

Council approved the Municipal Development Plan and Land Use Bylaw Project.

Due to change in Administration, some confusion over the carry forward capital projects and new capital projects occurred. As such, the MDP and LUB project costs have not been accurately captured in the 2008 budget (now carried forward to 2009).

OPTIONS & BENEFITS:

Please see the attached worksheet that outlines the proposed funding sources to address shortage in the budget for the MDP and LUB project.

COSTS & SOURCE OF FUNDING:

As per attached

RECOMMENDED ACTION: (requires 2/3)

That the MDP and LUB 2008 carried forward project funding be amended as follows:

CURRENT (already in the budget):		
Municipal Sponsorship Grant	52,900	
Reserves	44,400	
Municipal Sustainability Initiative (MSI)	47,100	
ADDITIONAL PROPOSED (add to the budget):		
Apply unused 2008 MSI funds	29,877	
Transfer from: Country Residential Study (reserves)	20,700	(2008 code 6-61-30-51-***)
Transfer from: Zama Subdivision project (reserves)	26,758	(2008 code 6-61-30-01-***)
Total new budget	221,735	

Author: Ryan Becker	Reviewed by: Ryan Becker	CAO
----------------------------	---------------------------------	------------

Paid in 2007 & 2008	Contract	Budget	Variance
89,537	221,735	144,400	(77,335)

Mackenzie MDP & LUB (includes 2007 and 2008 costs)

Sources of funding			
CURRENT (already in the budget):			
Municipal Sponsorship Grant	52,900		
Reserves	44,400		
Municipal Sustainability Initiative (MSI)	47,100 *		
ADDITIONAL PROPOSED (add to the budget):			
Apply unused 2008 MSI funds	29,877		
Transfer from: Country Residential Study (reserves)	20,700	(2008 code 6-61-30-51-****)	
Transfer from: Zama Subdivision project (reserves)	26,758	(2008 code 6-61-30-01-****)	
Total new budget	221,735		

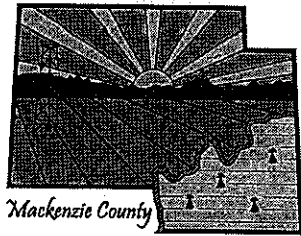
Variance between funds required and set out budget

0

Total MSI funding carried over from 2008
 Apply to MDP & LUB project
 2008 MSI funds remaining

76,977
 76,977
 0

* Please note that a Project Profile was submitted for the offsite levy component of the project in 2008. The offsite levy review is being delayed at this point, and in order to use the MSI funds for the MDP and LUB project, we will have to submit a new Project Profile.



MACKENZIE COUNTY

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 10, 2009
Presented By:	William Kostiw, Chief Administrative Officer
Title:	Information/Correspondence

BACKGROUND / PROPOSAL:

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

	Page
• Action List	207
• PC Notes – February 10, 2009	211
• AB Treasury Board – A Plan for Alberta's Oil Sands	221
• NADC Communique (February 17, 2009)	223
• AB Transportation – Edmonton City Centre Airport (February 19, 2009)	225
• AB Energy – TransCanada Pipelines (February 19, 2009)	227
• AAMDC Member Bulletin – Proposed 2009/10 Membership Fee Formula (February 23, 2009)	229
• REDI – Welcoming Communities Project (February 24, 2009)	233
• Horizon Credit Union – AGM (February 24, 2009)	235
• AB Public Service	236
• High Level Library Grand Opening	237
• AAMDC Member Visit	238
• AB Gov't News Release – Province announces three-point incentive program for energy sector (March 3, 2009)	239
• REDI Review (Winter 2008/09)	241
• Stewart, Weir & Co. Ltd. Client Appreciation Dinner	245

RECOMMENDED ACTION:

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

Author: C. Gabriel **Review by:** CAO

**Mackenzie County
Action List as of February 25, 2009**

Council Meeting Motions Requiring Action

Motion	Action Required	Action By	Status
October 10, 2007 Council Meeting			
07-10-876	That administration work on the three and seven year infrastructure plans and consult with engineers as required.	Bill K.	In progress Mar. 10/09
November 13, 2007 Council Meeting			
07-11-1050	That administration negotiate the purchase of Public Land with Alberta Sustainable Resource Development for the future urban expansion for the Hamlet of Zama.	Ryan Lisa Bill K.	In progress
March 11, 2008 Council Meeting			
08-03-187.	That administration research options and costs of auditing the local non-profit organizations that operate the County owned facilities or grounds.	Joulia	In progress In conjunction w/ 2009 audit services RFP
July 10, 2008 Council Meeting			
08-07-494	That administration investigate the cost of creating a professional quality promotional package for the County.	Carol Joulia Peter B.	In progress
September 9, 2008 Council Meeting			
08-09-633	That the Parks & Recreation Committee explore other regional locations for a provincial campground.	Parks & Rec	In progress
October 14, 2008 Council Meeting			
08-10-721	That administration investigate options for incentives for permanent housing in Zama.	Joulia Lisa Don	In progress In conjunction w/ sustainability plan.
December 9, 2008 Council Meeting			
08-12-997	That second reading of Bylaw 693/08, being a bylaw for the water and sewer system, be tabled for further information.	John K. Dave C. Joulia	In progress
December 22, 2008 Special Council Meeting			
08-12-1018	That the County negotiate getting the Zama oilfield connector road paved as discussed.	Bill K. Council	Under review

Motion	Action Required	Action By	Status
January 28, 2009 Council Meeting			
09-01-051	That Mackenzie County request a presentation on the Rural Co-operative Development project.	Joulia	March 17 th
February 10, 2009 Council Meeting			
09-02-100	That administration set up appropriate meetings with the Ministers of Sustainable Resource Development and Environment.	Bill K. Carol	In progress
09-02-106	That Council instruct administration to proceed with the charity golf tournament.	Bill K. Carol	In progress
09-02-112	That the Fort Vermillion School Division road project requests be brought forward to the 2010 budget deliberations.		2010 Budget
09-02-113	That administration look into the possibilities of utilizing more manual and day labour in projects.	Mgmt Committee	Under review
February 25, 2009 Council Meeting			
09-02-133	That the 2009 capital budget amendment for the La Crete 100 th Avenue and 102 nd Street Improvement project be tabled to the March 26, 2009 council meeting.	Bill K. Joulia	Mar. 26/09
09-02-135	That Mackenzie County submit an application under the Building Canada Fund program for the library component of the Zama Multi-Use Corner Stone Community Facility project.	Joulia	In progress
09-02-137	That Mackenzie County send a letter of support to the Town of High Level for their application to the Rural Community Adaptation Grant.	Joulia Bill K.	
09-02-142	That administration be instructed to look into possible County initiatives under the Rural Community Adaptation Grant.	Mgmt Team	Under review
09-02-143	That administration pursues a recreational lease with Sustainable Resource Development (SRD) for Hutch Lake as a campground and day use area.	John K.	In progress
09-02-145	That the rural waterline discussion be received for information and that administration set up a meeting with the Rural Water Committee.	Bill K.	
09-02-157	That the County continue to lobby the province for a more positive response in regards to the CO ₂ EOR negotiations.	Bill K. Council	Under review

Motion	Action Required	Action By	Status
09-02-160	That a committee comprised of Councillor Neufeld, Councillor J. Driedger, and Councillor Toews meet with interested parties to negotiate with the proposed airport development group.	Bill K.	In progress
09-02-162	That administration bring forward a bylaw to update the Area Structure Plan for La Crete.	Ryan	Apr. 7/09
09-02-163	That administration set up a meeting in regards to economy enhancement projects.	Bill K.	



February 9, 2009

To: **Constituency Association Presidents**
 Ministers & MLAs
 Executive Committee
 Finance Committee

From: **Jim Campbell, Executive Director**
 PCAA

CC: **PCAA members with e-mail**

PC Notes is now being sent to all PCAA members who have provided their e-mail address. Please feel free to forward this to anyone interested in upcoming PCAA activities.

2009 Annual General Meeting and Convention Announcement

The 2009 Annual General Meeting and Convention will be held November 6-8 in Red Deer at the Capri Hotel and Convention Centre. Mr. Chris Warren, a former President of PCAA, will chair the AGM Committee.

Executive Committee Meeting Highlights – Marg Mrazek, President PCAA

The PCAA Executive met in Calgary on Saturday, January 24, 2009. Many of you will hear more about the Executive Committee Meetings from your Regional Directors at your local constituency association meetings, but here are some highlights.

Policy Conference

Vice President Policy Shayne Saskiw reminded members that the Policy Conference will take place at the Radisson Calgary Airport Hotel and Conference Centre, 2120-16 Avenue, N.E., Calgary, on May 29 and 30, 2009. Shayne is working with his advisory

group of policy Vice Presidents from constituency associations around the province to put together a program that will build on the success of the October 2007 Policy Conference. Notice of the conference and registration information was sent to Presidents on February 6, 2009. Please note that each constituency is limited to five registrants, one of whom must be a youth (this number does not include the MLA). The registration forms must be submitted by the constituency President.

Policy Steering Committee

Shayne Saskiw also reported on the membership of the Policy Steering Committee created after passage of a resolution at the Annual General Meeting in 2008, which modified the Explanatory Notes to the Constitution, defining and creating a Policy Steering Committee. The members of the committee are:

Bill Smith – Calgary Vice-President
Udo Adam – Southern Vice-President
Dianne Balon – Elk Point Regional Director
Iris Kirschner – President Fort McMurray – Wood Buffalo Constituency Association
Neil Pierce – President Spruce Grove-Sturgeon-St. Albert Constituency Association
Dennis Hassel – VP Policy Calgary-Bow Constituency Association
Dev Chankasingh – VP Policy Edmonton-McClung Constituency Association
Courtney Luimes – PCYA President
Leslie Stitt – PCYA Vice-President Policy
Matthew Bissett – PCYA Director of Policy Process
Diana McQueen – MLA, Drayton Valley - Calmar
Rob Anderson – MLA, Airdrie-Chestermere
Fred Horne – MLA, Edmonton-Rutherford
Ex-Officio Members
Margaret Mrazek - President
Gloria Wilkinson – Former Vice-President of Policy & Resolutions

New Regional Director

The Executive Committee was pleased to appoint a new Regional Director to replace Mr. Elmer Harke, who resigned and who served the Executive and the Party so well for so many years. Mr. Greg Pasychny, Mayor of Edson, is the new Regional Director for West Yellowhead. Welcome Greg!

ABCD

Currently, 51 of 83 constituencies are using ABCD. The server was moved from Ontario to Alberta over the holiday season and is now installed and operational in Calgary. Eight training sessions have been delivered in every region of the province and further training sessions will be scheduled soon. The office is examining other possibilities for training, such as video sessions posted online.

Progressive Conservative Youth of Alberta (PCYA)

PCYA President Courtney Luimes reported on the progress of the youth mentorship program. The PCYA want to focus the program on the transition of youth members out of

the PCYA into broader areas of the Party. Ideally they want to see members of the PCYA take on roles as Constituency Presidents or Regional Directors. Their idea is to “cross reference” PCYA with the Presidents and Regional Directors to get the youth more involved in their constituencies. Their pilot program involves about 10-15 youth.

The PCYA has launched a membership drive, with prizes for youth who sell memberships. For more details, please visit <http://www.pcyouthofalberta.com>

Budget Director Rick LeLacheur

Rick reviewed the 2008 actual budget and the proposed 2009 Budget for PCAA which was subsequently approved by Executive Committee.

Vice President of Communications Cynthia Williams

Cynthia presented a report detailing the thoughts of the Communications Committee on how PCAA can leverage the power of “Web 2.0” technologies to improve the way we communicate with our members and with the public at large. The PCAA will examine the use of social media tools, text messaging, more online fundraising, etc. The power of social media was demonstrated by the Obama campaign and PCAA needs to ensure that we are communicating in ways that resonate with people who rely on Web 2.0 for their information. A specific plan of action will be presented at a future meeting of the Executive Committee.

Vice President Outreach Gloria Wilkinson

Gloria circulated a draft copy of the revised Leadership Manual for Constituency Associations. She asked for feedback regarding content of the Manual prior to the next Executive Committee meeting February 21, 2009. The draft Leadership Manual was forwarded to Constituency Presidents on February 3, 2009. Any feedback regarding the revised Leadership Manual should be forwarded to Gloria Wilkinson or Gail Kelly, North Field Director.

Meeting of Western Canadian “Conservative” Parties

We (President Marg Mrazek, Jim Campbell and Pat Godkin) met with the Executive Directors and some staff and elected members of the other three conservative-leaning parties in Western Canada on December 3 and 4 in Regina. The discussions were wide-ranging. We discussed issues such as party financing and election financing practices and legislation, use of technology, memberships, party structure and management, nomination procedures and policy development, among other topics. We learned some very interesting things, and we plan to continue these types of meetings in future and will examine adding other parties from central and eastern Canada. Your Regional Director has further details if you are interested.

Planning a fundraiser, event or meeting?

Please remember to send the PC Alberta office in either Calgary or Edmonton notice of any constituency event or meeting so that it can be included in the Calendar of Events. The Calendar is updated often and posted on our website at www.albertapc.ab.ca. Please send your event information to Alexis Antonakis at aantonakis@albertapc.ab.ca.

If you are seeking sponsorships for your event, please make sure that you are aware of the limits on contributions for constituency associations, as outlined in *The Election Finances and Contributions Disclosure Act*. Please also be aware that accepting sponsorships or ticket purchases from organizations that are funded by government is not acceptable.

Help Us Rebuild our Election Fund!

Our election victory took a substantial amount of money and now, we're appealing to friends like you for your help. What is essential now is that the Party rebuilds its coffers for the next campaign. The next three years will pass quickly and we need to be ready for the next challenge. Our responsibility now, as a Party, is to work for the next three years to ensure our Party's re-election so that we can continue to build our great province.

Ensuring our Party remains an effective political organization requires many things: good ideas; wise leadership; sound judgment; enthusiastic volunteers; and funds to support the Party's activities and promote our Progressive Conservative ideas. And, as the leadership of Premier Stelmach comes with the strength to listen as well as the courage to act, please stay involved and share your thoughts, ideas and suggestions for keeping Alberta's future bright with the Party (www.albertapc.ab.ca), our MLAs and Ministers.

Your support, confidence and generous financial assistance are greatly appreciated. Please make cheques payable to "**PC Association of Alberta**" and forward to: PC Alberta, 9919 - 106th Street NW, Edmonton, Alberta T5K 1E2. And, if you have recently made a contribution, please accept our heartfelt thanks.

CONTRIBUTION TAX SCHEDULE

Revised as of August 30, 2004

Retroactive to January 1, 2004

Contribution	Tax Credit	Actual Cost
\$150	\$112.50	\$37.50
\$500	\$300.00	\$200.00
\$1,000	\$550.00	\$450.00
\$1,500	\$733.32	\$766.68
\$2,000	\$900.00	\$1,100.00
\$2,300 Maximum Tax Benefit	\$1,000.00	\$1,300.00
\$2,500	\$1,000.00	\$1,500.00
\$3,000	\$1,000.00	\$2,000.00
\$4,000	\$1,000.00	\$3,000.00
\$5,000	\$1,000.00	\$4,000.00
\$10,000	\$1,000.00	\$9,000.00
\$15,000 Maximum to Party Annually	\$1,000.00	\$14,000.00

Eligible Contributor is defined as:

A resident of Alberta

A Corporation registered to carry on business in Alberta

Trade Unions

Employee Organizations

Note: Un-incorporated groups must have receipts issued in the names of individuals or partners (i.e. Lawyers, Accountants).

Summary of Maximum Contributions – Annually

\$15,000 to the Party.

\$1,000 to a Constituency, but not more than \$5,000 in total to all Constituencies.

In a Campaign Period*

\$30,000 to the Party less any amount previously contributed in that calendar year.

\$2,000 to a Candidate, but not more than \$10,000 in total to all Candidates.

*commences upon the issue of the election writ and ends two months after the polling date.

Note: Contributions over \$375.00 are made public by the Chief Electoral Officer.

EXECUTIVE COMMITTEE 2008-2009 (updated January 24, 2009)

Leader	Ed Stelmach
President	Marg Mrazek
Past President	Doug Graham
Calgary Vice President	Bill Smith
Central Vice President	Linda Yargeau
Edmonton Vice President	Joe Yurkovich
Northern Vice President	Jason Zwarg
Southern Vice President	Udo Adam
Vice President Finance South	Doug Black
Vice President Finance North	Doug Goss
Vice President Policy & Resolutions	Shayne Saskiw
Vice President Organization	Jim Campbell
Vice President Communications	Cynthia Williams
Vice President Outreach	Gloria Wilkinson
Budget Director	Rick LeLacheur
Treasurer	Ron Renaud
Secretary	Courtney Day
PCYA President	Courtney Luimes
Caucus Representatives	Jeff Johnson Alana Delong

Northern Regional Directors

North East Athabasca-Redwater Fort McMurray-Wood Buffalo	Jim Moore
Beaver River Lac La Biche-St. Paul Bonnyville-Cold Lake	Ajaz Quraishi
Edmonton East Edmonton Beverly-Clareview Edmonton Centre Edmonton Highlands-Norwood	Charles Rees
Edmonton North Edmonton Castle Downs Edmonton Decore Edmonton Calder	David Despins
Edmonton Northwest Edmonton Glenora Edmonton McClung	Ralph Henderson

PC Notes
February 10, 2009

Edmonton Meadowlark

Edmonton Southeast

Edmonton Ellerslie
Edmonton Gold Bar
Edmonton Mill Creek
Edmonton Mill Woods

Peggy Louis

Edmonton Southwest

Edmonton Riverview
Edmonton Rutherford
Edmonton Strathcona
Edmonton Whitemud

Steve Smart

Elk Island

Edmonton Manning
Sherwood Park
Strathcona

Dianne Balon

Peace Country

Peace River
Dunvegan-Central Peace

Ken Landry

North Central

Grande Prairie Smoky
Grande Prairie Wapiti
Lesser Slave Lake

Vi Sunohara

St. Albert

Barrhead-Morinville-Westlock
Stony Plain
Spruce Grove-Sturgeon-St. Albert
St. Albert

Mike Kowalski

Central North East

Fort Saskatchewan-Vegreville
Vermilion-Lloydminster
Battle River-Wainwright

Rod Krips

Central North

Drayton Valley-Calmar
Leduc-Beaumont-Devon
Wetaskiwin-Camrose

Warna Moore

Yellowhead

West Yellowhead

Greg Pasychny

Whitecourt-Ste. Anne

Southern Regional Directors

Calgary North Calgary Bow Calgary Foothills Calgary MacKay Calgary North West Calgary Varsity	John Huang
Calgary Northeast Calgary Cross Calgary East Calgary McCall Calgary Montrose	Tarjinder Bhullar
Calgary Southeast/Southwest Calgary Egmont Calgary Fish Creek Calgary Fort Calgary Hays Calgary Shaw	Diane Leinweber
Calgary Southwest Calgary Currie Calgary Elbow Calgary Glenmore Calgary Lougheed	Dianne Cooper-Ponte
Calgary West/Centre Calgary Buffalo Calgary Mountain View Calgary North Hill Calgary Nose Hill Calgary West	Jim McCormick
Crowfoot Drumheller-Stettler Lacombe-Ponoka	Doug Jones
Lethbridge Cardston-Taber-Warner Lethbridge East Lethbridge West	Bill Chapman

PC Notes
February 10, 2009

Macleod

Highwood
Little Bow
Livingstone-Macleod

Dick Burnham

Medicine Hat

Cypress-Medicine Hat
Medicine Hat
Strathmore-Brooks

Jordan Lien

Red Deer

Innisfail-Sylvan Lake
Red Deer North
Red Deer South
Rocky Mountain House

Garret Cupples

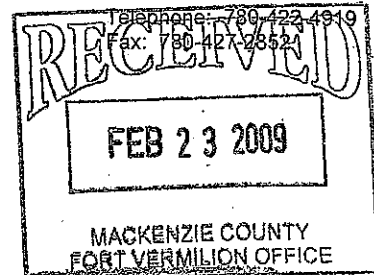
Wildrose

Airdrie-Chestermere
Banff-Cochrane
Foothills Rocky View
Olds-Didsbury-Three Hills

Bob Anderson

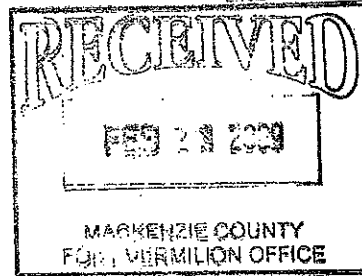
Heather Kennedy
Assistant Deputy Minister
Oil Sands Sustainable Development Secretariat

Suite 2001 Scotia Place 2
10060 Jasper Avenue
Edmonton, Alberta, T5J 3R8



February 17, 2009

Reeve Greg Newman
McKenzie County
4511-46 Avenue
Box 640
Fort Vermilion, AB T0H 1N0



Dear Reeve Newman:

I am pleased to provide you with a copy of *Responsible Actions: A Plan for Alberta's Oil Sands* released February 12, 2009 by the Honourable Lloyd Snelgrove, President of Treasury Board.

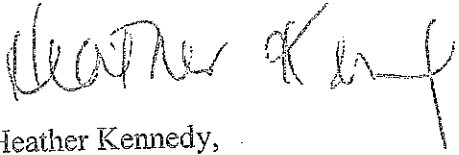
This strategy guides the future development of our province's oil sands regions. It recognizes that we need to manage our valuable resource in a way that protects the environment, optimizes economic growth and future development, and enhances the lives of Albertans now and in the future. *Responsible Actions* builds on the vision outlined in the *Provincial Energy Strategy* and reinforces the direction of the *Land-use Framework*.

The plan outlines Alberta's long-term vision for the oil sands and an integrated approach for all levels of government, for industry, and for communities to manage the challenges and opportunities presented by oil sands development. In the near term, it identifies priority actions and also looks to the future to guide long-term investment in social and physical infrastructure and innovative technology, and to reduce the associated environmental footprint.

Responsible Actions was based on stakeholder consultations outlined in *Investing in our Future: Responding to the Rapid Growth of Oil Sands Development*, the *Multistakeholder Committee Final Report*, and the *Aboriginal Consultation Final Report*. As implementation of the plan unfolds, we will re-engage our stakeholders to ensure the principles of collaboration and innovation continue in the long-term management of our oil sands.

Should you have any questions about the plan or would like to book a follow-up meeting to discuss the plan in further detail, please contact the Oil Sands Sustainable Development Secretariat by phone at (780) 644-1473 or by email at oilsands.secretariat@gov.ab.ca.

Sincerely,

A handwritten signature in black ink that reads "Heather Kennedy". The signature is written in a cursive, flowing style.

Heather Kennedy,
Assistant Deputy Minister
Oil Sands Sustainable Development Secretariat
Treasury Board

Enclosure



The Northern Alberta Development Council (NADC) met in Whitecourt, AB, February 5 and 6, 2009 for its regular administration meeting and Regional Stakeholders Forum.

Tour and Dinner Meeting

Council was given a guided bus tour of the Town of Whitecourt and viewed several new and ongoing infrastructure developments. Among these were the Rotary Club Park, new housing developments and the Allan and Jean Millar Center, Whitecourt's new recreational facility.

Whitecourt Mayor Trevor Thain and Woodlands County's Deputy-Mayor Daniel Pritchard warmly welcomed the Council to a dinner meeting hosted by the town, and spoke briefly on co-operative initiatives within the region.

George VanderBurg, MLA for Whitecourt-Ste. Anne attended the Regional Stakeholders forum and welcomed the Council and guests to his constituency. As Chair of the Seniors Advisory Council, Mr. VanderBurg spoke about the value of Alberta's seniors and the need to plan for their future. New facilities are needed and Mr. VanderBurg praised the efforts of his constituents in raising funds for local projects and the Province's efforts to match those funds.

Regional stakeholders presented on a variety of topics: (Tourism, Forestry, Rural Dev't. & Education)

Tourism and Recreation: Council heard about the many opportunities for northern tourism. The Whitecourt area is capitalizing on their geographic location and developing local snowmobiling and quad trails. Regional economic benefits brought in by local tourism initiatives such as *Sled Invasion*, an annual snowmobiling event, are in the millions. Support for a proposal from the Alberta Recreation Corridors Coordinating Committee was also discussed. The proposal suggests that a portion of registration fees of all-terrain vehicles be returned to local organizations for trail maintenance and safety initiatives. The proposal will be brought to Caucus this spring for discussion.

Forestry: Local industry brought several issues to the table. Among them were concerns with transportation costs, road maintenance, access to credit, mountain pine beetle suppression, and industry diversification and greening through governmental incentives. Changes to Provincial regulations are required as current red tape surrounding approvals and regulations are making it difficult to do business in the north.

Rural Development: GROWTH Alberta, a central Alberta Regional Economic Development Alliance (REDA) operating in part within the NADC's boundary, discussed potential areas for partnerships. The group is currently focusing on youth engagement, tourism and training for agricultural diversification. Limited access to internet in rural areas continues to be a challenge. The NADC will be investigating rural access to the internet this spring.

Education: Council heard about the struggles of rural schools facing sharply declining enrollments. Council suggested that a focus on development of more employment opportunities and youth programs is needed to help keep families in rural areas. Local and regional partnerships between post-secondary institutions continue to positively enhance the delivery of training programs and services to local adults in rural areas in the wake of industry diversification.

NADC Updates/ Upcoming Events

- The LINKS Selection Committee has reviewed 09/10 project proposals. Applicants will be notified regarding the status of their application in a few weeks. Funded programs must show direct benefit to Jr./ Sr. High students with measurable results.
- The NADC Bursary application deadline is May 15th. Visit benorth.ca for more information on bursaries.
- NADC and the Cold Lake Affordable Housing Society (CLAHS) to host an *Affordable Housing Workshop*, March 24, 2009 in Cold Lake. Share ideas, best practices and network with other communities. For more information contact Michelle Bourdon at 780-812-4403.
- *Provincial Physician Recruitment and Retention Workshop*, May 6 & 7, Nisku, AB. To receive information on this workshop, please forward your e-mail address to Rebakah Seidel, Rural Physician Action Plan (rebakah.seidel@rpap.ab.ca).
- The NADC welcomes Research Officer, Natalie Butler to the Peace River office. Natalie comes to us from ASRD and has an extensive background in natural resource management and research.

NADC contact information:

Phone: (780) 624-6274 Peace River Office or (780) 623-6982
Lac La Biche Office (dial 310-0000 first for toll free access)
Email: nadc.council@gov.ab.ca



ALBERTA
TRANSPORTATION

Office of the Minister

AR38876

February 19, 2009

Mr. Greg Newman
Reeve
Mackenzie County
P.O. Box 640
Fort Vermilion, AB T0H 1N0

Dear Reeve Newman:

Premier Ed Stelmach forwarded a copy of your January 9, 2009 letter regarding the Edmonton City Centre Airport. As Minister of Transportation, I am pleased to respond on behalf of the Alberta government.

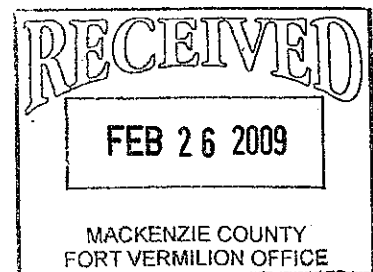
I appreciate your interest in the Edmonton City Centre Airport. The City of Edmonton owns the Edmonton City Centre Airport and has decided to lease it through a 56-year agreement with the Edmonton Regional Airports Authority. The Edmonton Regional Airports Authority is responsible for managing the airport in accordance with its lease agreement.

Although matters concerning the Edmonton City Centre Airport are ultimately an issue for local stakeholders to determine and resolve, Alberta Transportation will monitor developments and keep Premier Stelmach informed of any new developments impacting air travel in Alberta.

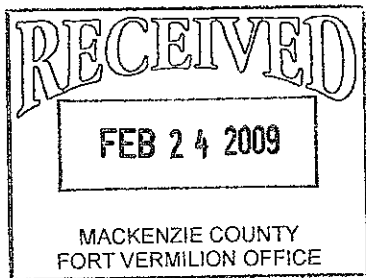
Thank you for writing to share your concerns.

Sincerely,

Luke Ouellette
Minister of Transportation
M.L.A., Innisfail-Sylvan Lake



cc: Honourable Ed Stelmach, Premier
Mr. Frank Oberle, M.L.A., Peace River



ALBERTA
ENERGY

*Office of the Minister
MLA, Grande Prairie - Smoky*

February 19, 2009

09-00098-06 RRO

Mr. Bill Neufeld
ASB Chairman
Mackenzie County
Box 640
Fort Vermilion, Alberta T0H 1N0

Dear Mr. Neufeld:

As you may be aware, TransCanada Pipelines Ltd. has filed an application with the National Energy Board (NEB) to have its NOVA Gas Transmission system regulated under federal jurisdiction. As Minister of Energy, I am pleased to have this opportunity to provide you with information about the application, and the impact such a move may have on landowners in Alberta.

There are already thousands of kilometres of federally regulated pipeline crossing under Alberta farms. In this particular case, we are talking about a pipeline system that at one time was entirely contained within Alberta's borders, but which is now being connected more extensively across provincial boundaries.

As a result, the pipeline operator asked the NEB to take sole regulatory authority, which could result in some changes to the way the company interacts with landowners along its rights-of-way. The NEB held a hearing regarding the application, but has not yet rendered its decision. We cannot speculate on what conditions the board may or may not include in its decision to address landowner concerns.

I certainly appreciate the concerns of landowners who will be affected by this decision, particularly respecting rights-of-way, potential abandonment liabilities and easement payments. I have enclosed a fact sheet that indicates provincial and federal positions on various subjects of concern to landowners. However, in most instances there is very little difference in how landowners are impacted under provincial or federal jurisdiction.

One of the issues landowners have expressed concern about is how the change in jurisdiction would affect restrictions on crossing and cultivating pipeline rights-of-way. Alberta currently has no legislation or regulations in place restricting the use of equipment or vehicles across pipeline rights-of-way. Federal rules state that the permission of the pipeline company is required to operate a vehicle or equipment across a pipeline right-of-way. However, during the NEB hearing, TransCanada provided oral evidence that it is not their company's practice to require landowners to seek permission before driving equipment across a right-of-way.

.../2

In regard to cultivation within a right-of-way, there are restrictions and requirements for notification under both provincial and federal regulations. These are in place to ensure the safety of the landowner and to protect the environment from a spill due to a pipeline breach.

Regarding pipeline liability, the NEB has firmly expressed in its on-going Land Management Consultation Initiative that landowners must not be liable for any damage resulting from abandoned pipelines. During this consultation, the province joined pipeline operators in support of this principle by urging that shippers be charged a toll. This toll would be dedicated to a fund to be used strictly for remediation of lands affected by abandoned pipelines. Simply put, all parties are in agreement that landowners should not be liable for the costs of pipeline abandonment.

There has also been a lot of discussion surrounding compensation for easements. Should TransCanada find itself under federal regulation, its requirement to negotiate compensation fairly with landowners is subject to Section 86 of the *National Energy Program Act*. Section 86 states that compensation will be paid at the option of the owner of the lands, by one lump sum payment or by annual or periodic payments of equal or different amounts over a period of time. Section 86 also states that compensation shall be reviewed every five years both in terms of amount and method of payment. This is very similar to current Alberta requirements and there is little or no difference in the total value of these payments.

Government supports the right of landowners to be treated fairly and, as much as is possible, to gain certainty where there is a question of jurisdiction. Given the facts that are available, I believe that both can be achieved. To that end, senior representatives from the Department of Energy have offered to meet with the president of the Alberta Association of Pipeline Landowners to address his concerns and work with industry to provide for continuity of landowner rights and farming practices.

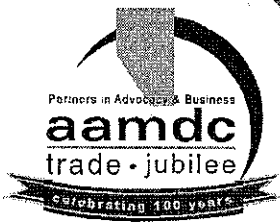
Government looks forward to moving forward in the best interests of all Albertans.

Sincerely yours,



Mel R. Knight
Minister

Enclosure



MEMBER BULLETIN

February 23, 2009

Proposed 2009/10 Membership Fee Formula

Pursuant to AAMDC Bylaw No. 2, the Association Executive is charged with the responsibility of developing a proposed fee schedule for member consideration at each annual Spring Convention.

For the 2009/2010 fiscal year, the AAMDC Board of Directors is proposing to maintain the funding formula used in previous years, except to reduce the variable rate in the formula.

Many of our member municipalities experienced substantial increases in their most recent equalized assessments. The membership fee formula is based to a large degree on the respective equalized assessments, and in order to minimize any additional financial burden on individual member municipalities, it is proposed to lower the variable rate from \$5.86 to \$5.78 per million of equalized assessment up to \$2 billion. The Board believes that this proposal will still allow the Association to continue the important work we are doing on members' behalf.

Therefore, the Board is proposing a membership formula for the upcoming year as follows:

- \$2000 + \$5.78 per million of equalized assessment up to \$2 billion
- + \$0.56 per million of equalized assessment in excess of \$2 billion

Changes in fees for individual member municipalities from the current year to 2009-2010 are strictly the result of changes in the respective equalized assessments from year-to-year less the lower rate.

For your further information, please review the attached listing indicating the membership fees paid in 2008/2009 by each member, as well as the projected fees payable under the new proposal.

The listing also includes the dividends that each member received in 2008 from participation in the AAMDC Trade and Jubilee Insurance operations. In many cases, the dividends exceed the cost of membership fees, ultimately meaning that participation in the AAMDC Trade and Jubilee operations can result in positive net revenue.

This proposal will be put before delegates during the 2009 Spring Convention for endorsement or amendment. If there are any questions or concerns, please contact the AAMDC office at the numbers below.

Enquiries may be directed to:

Frank Johnson, AAMDC
Director of Corporate Services
(780) 955.4082

Gerald Rhodes, AAMDC
Executive Director
(780) 955.4077

SCHEDULE 5

2009-2010 AAMDC (PROPOSED) MEMBERSHIP FEES

MEMBER	2008-2009 Fees	2009	2009-2010 Fees-Proposed	2009-2010 Fees	2008
	(Not including GST) Formula \$2000+\$5.86 per million\$ of E.A. (\$56 per \$million above \$2 billion)	Equalized Assessment	(Not including GST) Formula \$2000 + \$5.78 per million\$ of E.A. (\$56 per \$million above \$2 billion)	Less 2008 Dividends	Trade/Jubilee Dividends
Acadia	2,473.47	87,223,498	2,504.15	1,519	985
Athabasca	1,681.06	1,536,134,380	10,878.86	3,836	7,043
Barrhead	4,978.21	646,084,393	5,734.37	104	5,630
Beaver	6,625.29	981,909,772	7,675.44	1,958	5,718
Big Lakes	10,849.64	1,594,710,404	11,217.43	860	10,358
Big Horn	6,402.25	912,170,472	7,272.35	5,788	1,484
Birch Hills	3,966.52	374,368,793	4,163.85	-1,271	5,435
Bonnyville	14,211.71	3,686,146,200	14,369.35	3,110	11,259
Brazeau	13,929.13	2,889,570,585	13,986.99	6,564	7,423
Camrose	7,829.84	1,292,471,615	9,470.49	2,563	6,907
Cardston	4,315.46	467,623,010	4,702.86	1,403	3,300
Clear Hills	7,301.43	1,025,189,826	7,925.60	4,927	2,999
Clearwater	15,189.51	5,635,249,216	15,304.92	6,248	9,057
Crowsnest Pass	5,825.42	924,769,940	7,345.17	5,105	2,240
Cypress	14,841.50	4,710,761,273	14,861.17	7,475	7,387
Fairview	3,623.50	314,981,396	3,820.59	229	3,592
Flagstaff	8,166.81	1,176,564,836	8,800.54	3,361	5,440
Foothills	15,285.63	6,522,136,319	15,730.63	2,729	13,002
Forty Mile	5,596.80	674,519,290	5,898.72	-1,859	7,757
Grand Prairie	15,188.46	5,816,713,393	15,392.02	-1,679	17,071
Greenview	15,374.97	5,944,816,078	15,453.51	7,686	7,767
Kneehill	10,606.42	1,909,310,738	13,035.82	6,768	6,267
Lac Ste. Anne	7,991.74	1,551,544,793	10,967.93	896	10,072
Lacombe	15,405.96	6,052,280,395	15,505.09	6,134	9,371
Lac La Biche	13,306.67	2,790,398,884	13,939.39	4,753	9,186
Lamont	5,490.88	723,880,868	6,184.03	1,553	4,631
Leduc	14,816.26	5,424,260,981	15,203.65	4,196	11,007
Lesser Slave River	8,737.29	1,335,393,599	9,718.58	4,938	4,780
Lethbridge	8,863.93	1,424,198,100	10,231.87	675	9,556
Mackenzie	13,820.16	2,291,119,548	13,699.74	4,767	8,932
Minburn	5,394.15	668,687,251	5,865.01	-3,460	9,325
Mountain View	14,171.37	3,525,232,893	14,292.11	5,719	8,573

Newell	14,439.41	3,816,909,825	14,432.12	8,201	6,231
Northern Lights	8,673.51	1,292,949,105	9,473.25	4,705	4,769

SCHEDULE 5

2009-2010 AAMD&C (PROPOSED) MEMBERSHIP FEES

MEMBER	2008-2009 Fees	2009	2009-2010 Fees-Proposed	2009-2010 Fees	2008
	(Not including GST) Formula was \$2000+\$5.86 per million\$ of E.A. (\$.56 per \$million above \$2 billion)	Equalized Assessment	(Not including GST) Formula \$2000 + \$5.76 per million\$ of E.A. (\$.56 per \$million above \$2 billion)	Less 2008 Dividends	Trade/Jubilee Dividends
Northern Sunrise	9,059.41	1,483,031,834	10,571.92	6,246	4,326
Opportunity	11,681.52	2,332,871,127	13,719.78	3,521	10,199
Paintearth	6,830.93	907,014,576	7,242.54	1,156	6,087
Parkland	15,186.89	6,729,288,892	15,830.06	705	15,125
Peace	2,969.60	204,359,397	3,181.20	1,626	1,555
Pincher Creek	7,101.81	1,112,127,550	8,428.10	4,482	3,946
Ponoka	11,654.60	2,175,795,472	13,644.38	8,533	5,112
Provost	10,233.04	1,572,611,630	11,089.70	7,091	3,998
Ranchland	3,157.66	230,365,300	3,331.51	2,925	407
Red Deer	14,718.61	5,112,987,325	15,054.23	7,940	7,114
Rockyview	18,265.25	12,799,585,577	18,743.80	5,026	13,718
Saddle Hills	10,390.91	1,767,035,826	12,213.47	7,917	4,297
Smoky Lake	4,725.07	606,352,174	5,504.72	-1,714	7,219
Smoky River	3,589.10	317,351,511	3,834.29	-150	3,985
Special Areas	14,775.28	4,372,770,983	14,698.93	12,448	2,251
Spirit River	2,962.57	180,040,004	3,040.63	152	2,889
St. Paul	7,156.69	1,111,285,787	8,423.23	-1,298	9,722
Starland	5,548.28	735,533,066	6,251.38	-1,693	7,944
Stettler	8,404.08	1,417,299,702	10,191.99	1,859	8,333
Strathcona Co	22,147.39	23,799,786,917	24,023.90	-21,081	45,104
Sturgeon	14,328.67	4,543,040,922	14,780.66	-382	15,163
Taber	10,355.78	1,734,666,159	12,026.37	5,395	6,632
Thorhild	3,987.19	450,781,382	4,605.52	1,384	3,222
Two Hills	4,364.42	496,107,521	4,867.50	-814	5,682
Vermilion River	10,876.49	1,848,290,112	12,683.12	-3,229	15,912
Vulcan	8,138.02	1,165,766,608	8,738.13	-681	9,419
Wainwright	10,768.90	1,732,708,035	12,015.05	5,666	6,349

Warner	4,915.16	546,372,369	5,158.03	363	4,795
Westlock	5,399.47	791,217,026	6,573.23	-1,424	7,997
Wetaskiwin	12,445.17	2,212,925,287	13,662.20	4,872	8,790
Wheatland	14,186.95	3,593,354,204	14,324.81	5,036	9,289
Willowcreek	6,924.72	1,027,739,245	7,940.33	2,716	5,225
Woodbuffalo	23,590.99	25,710,477,174	24,941.03	24,941	0

SCHEDULE 5

2009-2010 AAMD&C (PROPOSED) MEMBERSHIP FEES

MEMBER	2008-2009 Fees (Not including GST) Formula \$2000+\$5.86 per million\$of E.A. (\$.56 per \$million above \$2 billion)	2009 Equalized Assessment	2009-2010 Fees-Proposed (Not including GST) Formula \$2000 + \$5.78 per million\$of E.A. (\$.56 per \$million above \$2 billion)	2009-2010 Fees Less 2008 Dividends	2008 Trade/Jubilee Dividends
Woodlands	13,265.48	2,227,202,551	13,669.06	8,562	5,107
Yellowhead	15,710.23	6,697,189,488	15,814.65	7,694	8,120
	683,190.70	203,765,614,402	735,877.03	216,290	519,587

Equalized Assessment Report:

Specialized Muni's	51,801,383,639
Counties/MD's	146,666,689,840
Crowsnest Pass (under Towns)	924,769,940
Special Areas	4,372,770,983
	<u>203,765,614,402</u>

Carol Gabriel

Mar 10

From: Crystal Draper [cdraper@rediregion.ca]
Sent: Tuesday, February 24, 2009 10:44 AM
To: 'Dean Krause'; Carol Gabriel; Bill Kostiw; tbroome@rainbowlake.ca; admin@rainbowlake.ca; darlawanuch@canada.com; veronica@travelmasters.ca; sylvia.kennedy@c21prime.com; office@lacretechamber.com; Peter F. Braun
Cc: jchomiak@highlevel.ca
Subject: Welcoming Communities project-please respond.
Importance: High

As REDI is part of the Regional Economic Development Alliances (REDAs), this letter applies to all REDI Partners. Please discuss with your council/boards and contact REDI's Economic Development Officer-Crystal Draper as soon as possible if interested in getting started on this exciting regional project.

February 13, 2009

Dear REDAs:

Alberta Employment and Immigration has led a number of activities around developing welcoming and inclusive communities across the province.

Through a coordinated approach by the Immigration Division, together with the ministry's Delivery Services Division, AE&I has provided information and support to municipalities interested in becoming more welcoming and inclusive of newcomers.

One of the key tools being utilized is a nationally based guidebook called "Attracting and Retaining Immigrants: A Toolbox of Ideas for Smaller Centres," also known as the "Toolbox." The Toolbox was developed to help spread the benefits of immigration to all areas of Canada, and is primarily intended for smaller communities. It includes practical ideas on how to attract and retain immigrants, as well as information on the immigration process. The Toolbox is available on-line at www.icavictoria.org

In August 2008, under the direction of the AE&I Minister, the Honorable Hector Goudreau, letters were sent out to over 290 Alberta municipalities' mayors, reeves, and MLAs, introducing the Toolbox and offering assistance from AE&I staff. Over the past year, a number of communities have responded to the department's offer and have received information on the Toolbox.

The Alberta Urban Municipalities Association is a collaborative partner in this work, as well as Alberta Culture and Community Spirit.

Coordination of welcoming communities' activities has been occurring with several of the REDAs. The following are some examples of REDA involvement:

- CAEP has taken the Toolbox and developed a tailored version to pilot in Innisfail.
- GAER and GROWTH have been active participants in local initiatives.
- PREDA has participated in discussions around creating welcoming environments within its member municipalities.
- BRAED has indicated an interest in engaging in such discussions.

AE&I would like to better coordinate efforts with interested REDAs and is available to meet with you and your Board to discuss future collaborative opportunities.

Please contact the REDI office if you would like to attend a presentation from AEI regarding Welcoming Communities.

Thank-you,

Crystal Draper on behalf of Jerry Chomiak-REDI Chair.



Crystal Draper
Regional Economic Development Officer
Regional Economic Development Initiative for Northwest Alberta
Ph: 780-926-7314
C: 780-926-7235
Fax: 780-926-2162
cdraper@rediregion.ca

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February 24, 2009

Reeve Greg Newman
MacKenzie County
P.O. Box 640
Fort Vermilion, Alberta T0H 1N0

Dear Greg:

The Annual General Meeting of Horizon Credit Union Ltd. will be held on:

**Saturday, March 14, 2009
Belle Petroleum Centre
9403 - 94 Street
Peace River, Alberta
Petroleum Room**

Horizon Credit Union has achieved another successful year and we would like to invite you and a guest to attend our celebration and meeting:

- * Registration: 6:00 p.m.
- * Meeting: 7:00 p.m.

Refreshments and appetizers will be served.

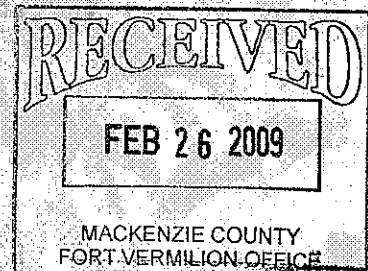
Please RSVP to Laurie Hand by Monday, March 2, 2009 at 780.618.4178 or e-mail: lhand@powerofmembers.ca .

We look forward to hearing from you.

Sincerely,

**Bob Carpenter,
General Manager/CEO
Horizon Credit Union**

BC/leh



1-866-758-6466 www.powerofmembers.ca

**Falher • Girouxville • High Prairie • La Crete • Manning • Peace River • La Glace
A Division of Caisse Horizon Credit Union Ltd.**

Peace River Branch

P.O. Box 7440, Peace River, Alberta T8S 1T1

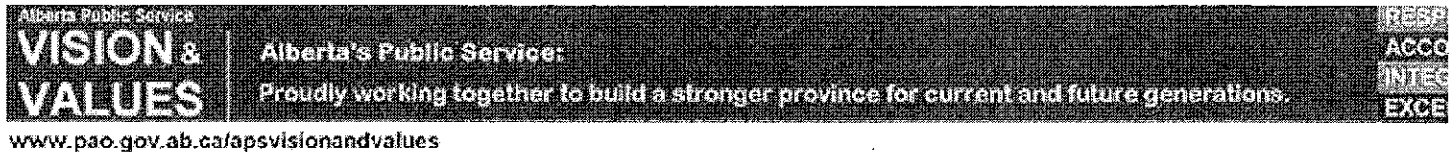
Phone: 780.624.5850 Fax: 780.624.4930

Carol Gabriel

From: Ken Jardine [Ken.Jardine@gov.ab.ca]
Sent: Wednesday, February 25, 2009 1:44 PM
To: Bill Kostiw
Cc: Linda McCann; Barb Hendry
Subject: CONTACT INFORMATION

*Bill it was very nice of you to meet with me on such short notice, below is my contact information. The best way to contact me is either on my cell or my email: ken.jardine@gov.ab.ca
I'm hopeful between me and the High Level staff that we will be able to help in some way.*

*K.R. JARDINE - MANAGER
SPECIAL PROJECTS NW REGION
PHONE : 780-324-3232 - McLENNAN
CELL: 780-849-0131*



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Carol Gabriel

From: Monica Longard [mondoemb@telus.net]

Sent: Friday, February 27, 2009 4:48 PM

To: Carol Gabriel

Subject: High Level Library Grand Opening

As per our conversation the other day, we are changing our date for our Grand opening of the new High Level Municipal Library to March 21st. All the other particulars are the same (12:00 noon until 4:00 pm). We are hoping that the Reeve, along with any of your Library Board representatives, will be able to attend. We hope to have a few speeches and such from the dignitaries, and then a ribbon cutting, followed by a mix and mingle and some snacks.

Please let me know if you need any other information.

Monica Longard
Board Member - High Level Municipal Library Board

Carol Gabriel

From: Susan Valentine [susan@aamdc.com]
Sent: Monday, March 02, 2009 1:35 PM
To: Bill Kostiw
Subject: AAMDC Member Visit, Big lakes, N.Sunrise and Mackenzie

Subject: AAMDC Member Visit, Big lakes, N.Sunrise and Mackenzie

Good afternoon Jeff, Bob and Bill.

The AAMDC recognizes the value of direct contact with member municipalities, and attempts to schedule visits to member Councils on a 3-year rotation. To ensure the cost effective use of travel dollars, I try to schedule more than one member visit within an area on any given date. Each meeting will be scheduled for approximately one (1) hour.

As this is an informal 'round-table' meeting with your council, there will be no formal agenda. If your council wishes the AAMDC to speak on a specific issue, please contact us prior to the scheduled visit so that we may arrive adequately prepared with the information that you require.

I would like to propose 2 dates. I understand that your council would have to travel to your municipal office on a date other than a regular council day. I would charter a plane for the delegates so that all 3 of your councils could be visited on the same day.

Dates are Wednesday, May 27 or Thursday, May 28

Attendees: Don Johnson, President
Gerald Rhodes, Executive Director
Tom Burton, Director District 4

Suggestion:

Big Lakes 9:30 am
N Sunrise 11:00 am (with lunch)
Mackenzie 2:30 pm

Can you please let me know if your council would be willing to meet on one of these dates? also, if the times proposed would be suitable?

Thanks very much for your help with this. I greatly appreciate it

Best regards,

Susan Valentine
Executive Administration Coordinator

AAMDC~Alberta Association of Municipal Districts and Counties
780.955.4076 Direct
780.955.3615 FAX
susan@aamdc.com
www.aamdc.com

AAMDC - Celebrating 100 Years

*May 27 would work since
we have a council meeting
@ 4pm that day.*

Carol Gabriel

From: ACNMail@gov.ab.ca

Sent: Tuesday, March 03, 2009 3:02 PM

To: Carol Gabriel

Subject: News Release - Province announces three-point incentive program for energy sector ~25402~

News Release

ALBERTA
Resourceful. Responsible.

March 3, 2009

Province announces three-point incentive program for energy sector

Short-term initiative to stimulate new and continued economic activity

Edmonton... The Government of Alberta has announced a new three-point incentive program designed to help keep Albertans working in the province's energy sector during the current global economic slowdown.

"The oil and gas industry remains the lifeblood of Alberta's economy and communities throughout the province," said Premier Ed Stelmach. "We cannot directly influence the global economic climate. However, we can introduce measures to encourage new investment and help keep Albertans at work. This will benefit families and local businesses, while generating provincial revenues we can invest in programs that are important to Albertans."

The highlights of the province's three-point plan include the following.

- **A drilling royalty credit for new conventional oil and natural gas wells.** This one-year program will provide a \$200-per-metre-drilled royalty credit to companies on a sliding scale based on their production levels from last year. This will ensure that the maximum benefits will be available for small and mid-sized producers, while freeing up available capital for all companies.
- **A new well incentive program, which offers a maximum five-per-cent royalty rate for the first year of production from new oil or gas wells.** This one-year program is intended to help free up cash flow, and in turn, help provide access to the capital necessary for reinvestment by Alberta's oil and gas industry.
- **To encourage the clean-up of inactive oil and gas wells, the province will invest \$30 million in a fund committed to abandoning and reclaiming old well sites.** This will reduce the environmental footprint of the energy sector by returning well sites to their former states, while also helping to keep industry service crews at work.

"While we cannot make up for the impact that global financial markets are having on Alberta, we are doing what we can," said Energy Minister Mel Knight. "This short-term incentive program introduces innovative ways to help spur activity in our energy drilling and service sector during this economic downturn."

The introduction of the package follows consultation with representatives from the energy industry and the financial community about the current challenges facing investment and oil and gas activity in Alberta. The

province will monitor the impact of the incentive program, and at the end of the year, assess whether it is necessary or appropriate for it to be continued.

-30-

Backgrounder: Additional details on the three-point stimulus plan and drilling activity in Alberta

Media inquiries may be directed to:

Jason Chance

Director of Communications

Alberta Energy

780-422-3667

To call toll free within Alberta dial 310-0000.

NOTE: Technical questions from industry or the financial community regarding these programs can be emailed to response.energy@gov.ab.ca

The following document has been posted to the Government of Alberta website to view this document online and/or additional information/backgrounder <http://www.alberta.ca//acn/200903/25402CDEF818-F1BC-5D66-DF309066E457F2A4.html>

Visit the Government of Alberta newsroom newsroom.alberta.ca.

To remove yourself from this subscription, please visit the following link:

<http://alberta.ca/home/newsSubscriptions.cfm?xID=17667&strEmail=cgabriel@mackenziecounty.com>

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THE REDI REVIEW

Regional Economic Development Initiative for Northwest Alberta

Winter 2008/09

Who receives our Newsletter?

- Project partners
- Other REDA's.
- REDI Members
- Industry Partners

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Regional Investment Opportunities Profile

Opportunities are abundant in Northwest Alberta and REDI is determined to showcase what the region has to offer. "Our region is very diverse" notes REDI Chair Jerry Chomiak, "The region's high quality of life combined with a diverse cache of natural resources offers limitless possibilities to start up and mature businesses alike, adds REDI's Regional Economic Development Officer Crystal Draper. "The region has just scratched the surface of its potential, the next five to ten years promise to be exciting times."

Promoting a region's opportunities and advantages takes time and coordination, emphasises Ms. Draper. "One of REDI's top priorities during 2008-2009 has been the development of a Regional Investment and Opportunities Profile." As Ms. Draper explains "The implementation of this initiative required a high degree of planning, and REDI is fortunate to be able to call upon a

nate to be able to call upon a core group of knowledgeable and tireless committee volunteers. The efforts of Mr. Chomiak, Mr. Driedger, Mr. Lacey, and Mr. Lambert were instrumental in completing this initiative, without their involvement this project would have been unrealizable." Ms. Draper adds "Projects of this scale require the services of talented and progressive consultants, and REDI was fortunate to work with the talented and energetic staff of Schollie Research and Consulting."

REDI envisions the new profile complementing existing resources and contributing to a heightened awareness of what Northwest Alberta has to offer. "This project will enable REDI to showcase our region to both investors and residents alike" adds REDI Board Member Dickey Driedger. As Mr. Chomiak explains, "The profile was developed to assist Northwest Alberta in targeting and

attracting investors. Our aim was to showcase the region's business advantages hand-in-hand with its high quality of life. This has been



accomplished with two distinct project components. The finished project consists of a Regional Investment Profile, accompanied by a series of Opportunity Snapshots."

The profile offers its readers a targeted review of the region's requisite business infrastructure, whereas, the opportunity snapshots showcase specific tourism, energy, forestry and value added investment opportunities. "Our goal was to pique investor's curiosity, while also providing substantive value, adds Ms. Draper. We envision both materials contributing to increased economic inquiries and enhanced communication between potential investors and regional representatives."

Our Mission:

To promote, support and enhance economic growth and diversification in Northwest Alberta through regional cooperation and partnerships

Our Members:

Town of High Level, Town of Rainbow Lake, Mackenzie County, Paddle Prairie Métis Settlement, La Crete Chamber of Commerce, Fort Vermillion & Area Board of Trade, High Level and District Chamber of Commerce, Community Futures Northwest Alberta, NAIT, and Northern Lakes College.

Tourism Investment Symposium-Edmonton



REDI Member Mike Osborn

Tourism represents a tremendous growth opportunity, and REDI wants everyone to know that's especially true for Northwest Alberta. We have a lot to offer to tourists and tourism operators alike affirms Crystal Draper. This region is home to a number of unique attractions and blessed with a variety of landscapes and wildlife.

As competition for the tourist dollar increases, it is imperative that we will REDI's tourism promotion strategy. In order to encourage growth and development in the tourism sector, we need to educate people about the region, notes REDI vice Chair Walter Sarapuk. Communication and awareness are critical components.

During the past year, REDI has begun to increase its tourism promotion efforts. This heightened approach to regional promotion included an appearance at the September, 2008 Edmonton Tourism Investment Symposium. This was a major coup for REDI as this was the first time that a Regional Economic Development and Alliance (REDA) participated in the

event, notes Ms. Draper.

The symposium offered a series of benefits to participants and presenters alike, adds Ms. Draper. This event provided the perfect opportunity to network with other regional teams of projects, some in progress throughout Alberta, and to promote our region's tremendous potential. The symposium provided a perfect venue to meet potential investors and municipal representatives. This event was the perfect showcase for REDI's Northwest Alberta Downhill Ski Facility Site Selection Study.

The combination of these two

events, a list of over two hundred potential investors, was an opportunity REDI could not pass on. This event provided a immense opportunity for us, adds REDI Board Member Mike Osborn. The feedback received from our presentation was amazing, with attendees requesting additional information and complimenting our presentation. It's great to

have a dynamic R E D O



REDI Crystal Draper shown above with Bill Hodgins-Alberta Tourism, Parks and Recreation

REDI Board Members: Past and Present



Peace River MLA Frank Oberle shown with REDI Member Dicky Driedger

professionals with a wealth of experience.

The unveiling of a new year has brought with it a point of change for the REDI Organization. REDI welcomes four new ambassadors to our organization, and three esteemed Board members. As REDI Chair Jerry Chemish explains, "REDI's success is owed to the drive and commitment of its membership. Without the continued support of talented and motivated volunteers, our organization would cease to be. On behalf of REDI I would like to thank Boyd Langford, Tina Law and Fred Dietrich for their time, commitment and efforts in making REDI possible.

Each of our outgoing Board members has been a tremendous ambassador for REDI and the Macleod region, notes Crystal Draper. Our volunteers remain the strength of our

organization and we are proud to

The following individuals have joined our organization, and we would like to thank them for their time and commitment in joining the REDI organization. The following individuals have joined our organization: Dicky Driedger, Town of Rainbow Lake; Ryan Lacey, Town of Rainbow Lake; Barry Gladders, Town of High Level; and Kevin Delaney and Candace Parsons, Northern Lakes College. These individuals are motivated and passionate volunteers, and their participation in REDI will help us to promote the area as a region of choice for current and future

business and industry. REDI Board Members and Chair agree that REDI's outgoing members will continue the development of new cooperative partnerships and an enhanced regional presence.

2009/10 REDI Board Members

- Chair: Jerry Chemish
- Vice Chair: Walter Sarapuk
- Secretary-Treasurer: Ryan Lacey
- Barry Gladders
- Dicky Driedger
- Tina Olson
- Peter F. Brown
- Mike Osborn
- Member: Boyd Kelly Driedger
- John Goldhawk
- Kevin Delaney (designate Candace Parsons)

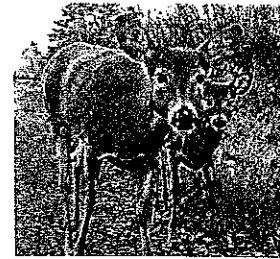


incredible!

REDI to Develop Tourism Strategy

REDI recently became a partner in the Community Futures-Smokey Lake led Destination Marketing Fund Project. This project will aim to develop a framework for establishing a Destination Marketing Fund. When this project is completed, the consulting firm, Ledger Marketing, will be making recommendations as to how a destination marketing fund could be set up in this region. The fund would be in the form of a levy that is collected by participating hotels, bed and breakfasts, and campgrounds which would be used to market this region. REDI Board Member Peter Braun explains "We have huge potential for tourism in this region- it is all about communities working together to build our tourism industry". This study will also determine the governance of the funds and marketing objectives.

While this study is underway, the REDI REDO Crystal Draper will be working on a 2-year Regional Tourism and Travel Strategic Development Plan. This plan will examine destination characteristics, classification, image, impacts, potential markets, and tourism image/theme for the region. Strategy meetings will be held with local stakeholders and the REDI Tourism Committee through January 20th-22nd. This strategy will expand upon the findings of the 2007 REDI SWOT Analysis, which was completed with the help of many regional volunteers who attended a workshop to share their knowledge on the strengths, weaknesses, opportunities, and threats in this region.



We have huge potential for tourism in this region- it is all about communities working together to build our tourism industry.
-REDI Board Member Peter Braun.

Labour Force Development

Alberta Employment and Immigration has hired Twist Marketing to undertake the REDA Immigration Web Content Strategies Initiative. The goal for this project is to provide each REDA with its own useful and executable immigration website plan. This initiative is funded by Alberta Employment and Immigration, and will aim to develop a comprehensive immigration web presence that meets the needs of REDI in terms of promoting the region

as an attractive immigration option for newcomers. Meetings will be scheduled between January-February 2009 to discuss research conclusions (situational analysis) and communicate a resulting web content strategy. The last phase of this project will be involve a document being produced for each REDA that can be used by each REDA's web personnel/contractors for purposes of

incorporation of immigration architecture, strategy, and messaging into existing websites. This initiative will also include global recommendations for alignment of immigration-related content between REDA sites and the 12A web portal.

This initiative focuses on promoting the region as an attractive immigration option for newcomers.

Date of February 26th is scheduled for this initiative at the Town of High Level, Rm 110, 12:00 p.m.

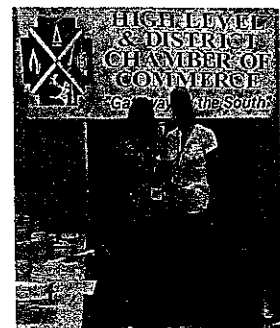
All Welcome to Attend

Trade Show Report

REDI participated in the High Level Trade show September 19th-20th. Attending the REDI Booth were Walter Sarapuk, Jerry Chomiak, Maarten Braat, Crystal Draper, and Maggie Hanson. REDI presented the Northwest Alberta Downhill Ski Study, as well as the Mackenzie Region Ambassador Program. Tania Olson-REDI Board Member and High Level Chamber President says "This

years' trade show was sold out, with businesses attending from all over Northern Alberta-we had very positive feedback". For REDI, this event helped to educate the public on the goals of REDI, as well as promote the economic growth opportunities for the region. Many people are unaware of what REDI does, and in many cases unaware that REDI even exists. "I think attending trade shows

such as this allows REDI a chance to introduce the concept of Regional Economic Development to people, as well as familiarize themselves with the members involved with REDI. Many people are unsure where the office even is, so I think this was a very successful trade show for REDI in being able to speak with many individuals, businesses, and organizations."-Crystal Draper, REDI



REDI Member and High Level Chamber President Tania Olson, and Past President of South



REDI Annual General Meeting

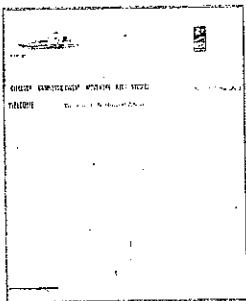
REDI

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On our Website:
 "Move Here"

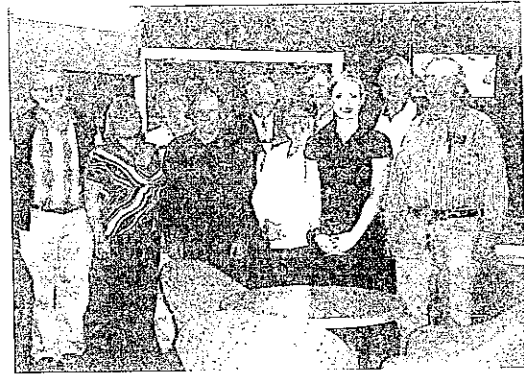
- Our Facts
- Business & Investment
- Maps
- Newsletters
- REDI Studies
- Ambassador Program
- And much more!



incor. in Alberta



REDI Chair- Jerry Chomiak shown with Peace River MP-Chris Warkentin.



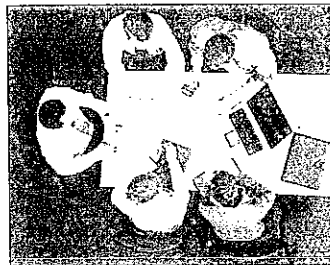
The REDI Board 2008/09

The REDI Board hosted their 6th Annual General Meeting at the Flamingo Lounge in High Level. Attending this event was Karne Laine-Royal, Alberta's Development Fund, Steve McAlpine, Dean, Faculty of Arts, and the Mayor of PR, Doug Anderson.

New Harvest Media, who gave presentations and discussed REDI Projects. Also in attendance were Peace River Members of Environment Canada, Workforce, and Peace River PILA-Pratt Oberle.

This AGM presented projects REDI was involved with in 2007-2008 and discussed the projects being developed for 2008-09. The REDI Board would endorse the projects that were presented as well as the financing for funding projects. Presentations were given by:

2009-2010 Annual Operations Plan



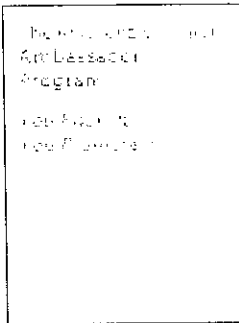
The REDI Board will be attending a 2 day planning workshop in Grande Prairie in February to plan for the 2009/10 Annual Operations Plan. Board members will be developing projects that fall into the Core Businesses listed below:

- Investment Attraction
- Human Resources & Training Partnership
- Economic Development & Opportunity Identification

Having a clear vision for the REDI Region is the first step in meeting the needs of the region. Our mission statement will be reviewed in order to ensure that the meeting leading to our goals and objectives.

Our vision states that REDI will be the region of choice for current and future generations that will create prosperity and opportunity for all residents therefore we encourage community feedback to inform REDI Chair, Chomiak.

Suggestions can be made by calling or emailing the REDI Office (see contact information at top of page).



SIGN UP NOW!

REDI has been working hard on promoting this beautiful region. Our Ambassador Program was launched in September 2008. If you are interested in becoming an Ambassador, please visit www.rediregion.ca/ambassadors.

Help us celebrate you . . . our valued clients!

Stewart, Weir & Co. Ltd. invites all
AAMD&C Convention attendees and a guest
to our . . .

Client Appreciation Dinner

Tuesday March 24th

5:00 Cocktails 6:30 Dinner

THE
Fairmont

HOTEL MACDONALD

10065 - 100 Street, Edmonton, AB

Empire Ballroom

Enter to Win our Client Appreciation Draw!

Space is limited so RSVP early to Leah
at 780-410-2580 or email: leah.schleiter@swg.ca

(RSVP before March 16th)

