

MACKENZIE COUNTY

REGULAR COUNCIL MEETING

JUNE 27, 2012

10:00 A.M.

COUNCIL CHAMBERS
FORT VERMILION, AB

**MACKENZIE COUNTY
REGULAR COUNCIL MEETING**

**Wednesday, June 27, 2012
10:00 a.m.**

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

AGENDA

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CALL TO ORDER:	1.	a)	Call to Order	
AGENDA:	2.	a)	Adoption of Agenda	
ADOPTION OF PREVIOUS MINUTES:	3.	a)	Minutes of the June 12, 2012 Regular Council Meeting	7
		b)		
DELEGATIONS:	4.	a)	S/Sgt. Tom Love – Fort Vermilion RCMP	
		b)	Fort Vermilion Spray Park	
		c)		
GENERAL REPORTS:	5.	a)		
		b)		
TENDERS:	6.	a)	Collection of La Crete Residential Waste Request for Proposals (closes at 12:00 p.m.)	23
		b)	Fort Vermilion Solid Waste Transfer Station Caretaking Contract (closes at 1:00 p.m.)	
		c)	High Level Flood Control Project Phase II and III (closes at 2:00 p.m.)	25
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ENVIRONMENTAL SERVICES:	9.	a)		
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- e) ADOA Conference (to be handed out at the meeting)
 - f) July Council Meetings (discussion)
 - g) Council Priorities (to be handed out at the meeting)
 - h) Town of Peace River – Letter of Support 103
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 - j)
- INFORMATION / CORRESPONDENCE:** 13. a) Information /Correspondence 105
- IN CAMERA SESSION:** 14. a) Legal
 - Access to Plan 0023789, Block 1, Lot 1b) Labour
- c) Land
- NEXT MEETING DATE:** 15. a) Regular Council Meeting
Monday, July 9, 2012
10:00 a.m.
Fort Vermilion Council Chambers
- ADJOURNMENT:** 16. a) Adjournment



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	June 27, 2012
Presented By:	Joulia Whittleton, Chief Administrative Officer
Title:	Minutes of the June 12, 2012 Regular Council Meeting

BACKGROUND / PROPOSAL:

Minutes of the June 12, 2012 Regular Council meeting are attached.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

RECOMMENDED ACTION:

That the minutes of the June 12, 2012 Regular Council meeting be adopted as presented.

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

**MACKENZIE COUNTY
REGULAR COUNCIL MEETING**

**Tuesday, June 12, 2012
10:00 a.m.**

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

PRESENT:

Bill Neufeld	Reeve
Walter Sarapuk	Deputy Reeve
Jacque Bateman	Councillor
Peter F. Braun	Councillor
Elmer Derksen	Councillor
Dicky Driedger	Councillor
John W. Driedger	Councillor
Odell Flett	Councillor
Eric Jorgensen	Councillor
Lisa Wardley	Councillor

REGRETS:

ADMINISTRATION:

Joulia Whittleton	Chief Administrative Officer
William (Bill) Kostiw	Exec. Director of Infrastructure Development & Government Relations
John Klassen	Director of Operations
Carol Gabriel	Executive Assistant
Liane Lambert	Development Officer
Dallas Campbell	Development Officer

ALSO PRESENT: Members of the public and the media.

Minutes of the Regular Council meeting for Mackenzie County held on June 12, 2012 in the Fort Vermilion Council Chambers.

CALL TO ORDER: 1. a) Call to Order

Reeve Neufeld called the meeting to order at 10:21 a.m.

AGENDA: 2. a) Adoption of Agenda

MOTION 12-06-374 MOVED by Councillor Jorgensen

That the agenda be approved with the following additions:

11. f) Letter of Support - Tolko Burner

- 11. g) CO₂
- Remove item 10. b)
- 13. b) Organizational Chart
- 11. h) Aboriginal Days

CARRIED

**STRATEGY & POLICY
SESSION:**

- 3. a) **None**

**ADOPTION OF
PREVIOUS MINUTES:**

- 4. a) **Minutes of the May 23, 2012 Regular Council Meeting**

MOTION 12-06-375

MOVED by Councillor Wardley

That the minutes of the May 23, 2012 Regular Council meeting be adopted as presented.

CARRIED

DELEGATION:

- 5. c) **Helena Peters**

Delegation by Helena Peters regarding 80 acre parcels.

DELEGATION:

- 5. a) **S/Sgt. Tom Love, Fort Vermilion RCMP- 10:00 a.m.**

MOTION 12-06-376

MOVED by Councillor Wardley

That the RCMP report be received for information.

CARRIED

Reeve Neufeld recessed the meeting at 11:03 a.m. and reconvened the meeting at 11:17 a.m.

MOTION 12-06-377

MOVED by Councillor Bateman

That Council move in-camera at 11:17 a.m.

CARRIED

MOTION 12-06-378

MOVED by Councillor Jorgensen

That Council move out of camera at 11:31 a.m.

CARRIED

13. b) Labour – Organizational Chart

MOTION 12-06-379

MOVED by Councillor Flett

That the organizational chart be approved as amended.

CARRIED

GENERAL REPORTS:

6. a) CAO Report

MOTION 12-06-380

MOVED by Councillor Derksen

That the CAO report for June 2012 be received for information.

CARRIED

GENERAL REPORTS:

6. b) Agricultural Land Use Planning Committee Meeting Minutes

MOTION 12-06-381

MOVED by Councillor D. Driedger

That the Agricultural Land Use Planning Committee meeting minutes of March 2 and March 5, 2012 be received for information.

CARRIED

6. c) Municipal Planning Commission Meeting Minutes

MOTION 12-06-382

MOVED by Councillor J. Driedger

That the Municipal Planning Commission meeting minutes of May 10, 2012 be received for information.

CARRIED

6. d) Mackenzie Library Board Meeting Minutes

MOTION 12-06-383

MOVED by Councillor Wardley

That the Mackenzie Library Board meeting minutes of April 5, 2012 be received for information.

CARRIED

**COMMUNITY &
PROTECTIVE
SERVICES:**

7. a) Bylaw 866-12 Hamlet Residential Waste Collection

MOTION 12-06-384

MOVED by Councillor J. Driedger

That first reading be given to Bylaw 866-12 being a Hamlet Residential Waste Collection bylaw for Mackenzie County as amended.

CARRIED

MOTION 12-06-385

MOVED by Councillor Braun

That Part 7 of Bylaw 866-12 being a Hamlet Residential Waste Collection bylaw for Mackenzie County be amended to include the provision for the municipality supplying garbage bins to residents on a cost recovery basis.

CARRIED

MOTION 12-06-386

MOVED by Deputy Reeve Sarapuk

That second and third reading of Bylaw 866-12 being a Hamlet Residential Waste Collection bylaw for Mackenzie County be TABLED to the next meeting.

CARRIED

7. b) Surplus Fire Trucks

MOTION 12-06-387

MOVED by Councillor Jorgensen

That the sale of unit numbers 9103 (1977 Cab-over) and 9104 (1979 conventional) to the public through a closed bid system with no minimum reserve bid advertised be TABLED to the next meeting.

CARRIED

Reeve Neufeld recessed the meeting at 11:59 a.m. and reconvened the meeting at 12:57 p.m.

PUBLIC HEARING:

**10. a) Bylaw 857-12 Land Use Amendment Bylaw
(Equestrian Uses in Urban Fringe (UF) Land Use District)**

Reeve Neufeld called the public hearing for Bylaw 857-12 to order at 1:00 p.m.

Reeve Neufeld asked if the public hearing for proposed Bylaw 857-12 was properly advertised. Liane Lambert, Development Officer, answered that the bylaw was advertised in accordance with the Municipal Government Act.

Reeve Neufeld asked the Development Authority to outline the proposed Land Use Bylaw Amendment. Liane Lambert, Development Officer, presented the Development Authority's submission and indicated that first reading was given on March 28, 2012.

Reeve Neufeld asked if Council has any questions of the proposed Land Use Bylaw Amendment. Question regarding fencing setbacks and discretionary uses for stables (animal shelter). Animal shelters would require a development permit.

Reeve Neufeld asked if any submissions were received in regards to proposed Bylaw 857-12. No submissions were received.

Reeve Neufeld asked if there was anyone present who would like to speak in regards to the proposed Bylaw 857-12. No one was present to speak to the proposed bylaw.

Reeve Neufeld closed the public hearing for Bylaw 857-12 at 1:04 p.m.

MOTION 12-06-388 **MOVED** by Councillor Bateman

That second reading be given to Bylaw 857-12, being a Land Use Bylaw amendment to amend the County Land Use Bylaw (791-10).

CARRIED

MOTION 12-06-389 **MOVED** by Councillor J. Driedger

That third reading be given to Bylaw 857-12, being a Land use Bylaw amendment to amend the County Land Use Bylaw (791-10).

CARRIED

10. b) Bylaw 860-12 Land Use Bylaw Amendment to Rezone Plan 992 5332; Block 1; Lot 3 from Rural Country Residential 2 “RC2” to Agricultural “A” (Rural La Crete)

Item was removed from the agenda.

10. c) Bylaw 863-12 Plan Cancellation Plan 022 7583, Block 15, Lot 14 (La Crete)

Reeve Neufeld called the public hearing for Bylaw 863-12 to order at 1:06 p.m.

Reeve Neufeld asked if the public hearing for proposed Bylaw 863-12 was properly advertised. Liane Lambert, Development Officer, answered that the bylaw was advertised in accordance with the Municipal Government Act.

Reeve Neufeld asked the Development Authority to outline the proposed Land Use Bylaw Amendment. Liane Lambert, Development Officer, presented the Development Authority's submission and indicated that first reading was given on May 23, 2012.

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

Reeve Neufeld asked if any submissions were received in regards to proposed Bylaw 863-12. No submissions were received.

Reeve Neufeld asked if there was anyone present who would like to speak in regards to the proposed Bylaw 863-12. There was no one present to speak to the proposed bylaw.

Reeve Neufeld closed the public hearing for Bylaw 863-12 at 1:08 p.m.

MOTION 12-06-390

MOVED by Councillor Bateman

That second reading be given to Bylaw 863-12, being a Plan Cancellation Bylaw to cancel Plan 022 7583, Block 15, Lot 14 in the Hamlet of La Crete.

CARRIED

MOTION 12-06-391

MOVED by Councillor J. Driedger

That third reading be given to Bylaw 863-12, being a Plan Cancellation Bylaw to cancel Plan 022 7583, Block 15, Lot 14 in the Hamlet of La Crete.

CARRIED

5. b) Alvin Liknes (Winter Petroleum) – 1:30 p.m.

MOTION 12-06-392

MOVED by Councillor J. Driedger

That administration negotiate a payment plan for taxes with Winter Petroleum and bring it back to Council for information.

CARRIED

Reeve Neufeld recessed the meeting at 1:30 p.m. and reconvened the meeting at 1:41 p.m.

**PLANNING &
DEVELOPMENT:**

**9. a) Bylaw 865-12 Land Use Bylaw Amendment for the
Creation of an Airport Land Use District (AP)**

MOTION 12-06-393

MOVED by Councillor Bateman

That first reading be given to Bylaw 865-12, being a land use bylaw amendment to establish an Airport Land Use district as presented including provisions for parking requirements.

CARRIED

**9. b) Policy DEV004 Minimum Construction Value for
Safety Codes Permits Policy**

MOTION 12-06-394

MOVED by Councillor Bateman

That Policy DEV004 Minimum Construction Value for Safety Codes Permits be approved as amended.

CARRIED

**9. c) 119-DP-12 Development Permit – Restaurant Plan
922 0928, Block 6, Lot 39 (Fort Vermilion)**

MOTION 12-06-395

MOVED by Councillor Wardley

That Development Permit 119-DP-11 in the name of Jodie Toews and Travis Miller on Plan 922 0928, Block 6, Lot 39 be APPROVED with the following conditions:

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

1. This Development Permit is for the APPROVAL of a 24 Seat Restaurant located on the main floor of the Trapper Shack Building.
2. The architecture, construction materials and appearance of buildings and other structures shall be to accepted standards and shall compliment the natural features and character of the site to the satisfaction of the Development Authority.
3. Building must be brought up to All Safety Code requirements. This includes Building, Electrical, Gas and Plumbing. Failure to do so will result in this Development permit to be null and void.
4. Comply with applicable legislation under the Public Health Act and obtain the appropriate approvals prior to commencement of development. Contact the Health Inspector at 926-7000.
5. Refer the application to the Protection and Stewardship section of Alberta Community Development in order to ascertain whether a Historical Resources Impact Assessment is required.
6. Provide adequate off street parking as follows: The minimum parking standards are 1 customer parking stall per 3 seats and 1 parking stall per permanent employee. According to the Real Property Report supplied, there is enough space for 10 parking stalls; therefore you are allowed 24 seats with two stall for employees. "One parking space, including the driveway area, shall occupy 300 square feet."
7. The Municipality has assigned the following address to the noted property (5003-River Road). You are required to display the address (5003) to be clearly legible from the street and be on a contrasting background. The

minimum size of the characters shall be four inches in height.

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

CARRIED

9. d) Town of High Level Land Use Amendment Bylaw 922-12 Referral

MOTION 12-06-396

MOVED by Deputy Reeve Sarapuk

That a letter be sent to the Town of High Level advising that Mackenzie County has no issues or concerns with their proposed Land Use Bylaw Amendment Bylaw 922-12.

CARRIED

OPERATIONAL SERVICES:

8. a) Policy PW009 – Dust Control Policy

MOTION 12-06-397

MOVED by Councillor Wardley

That Policy PW009 Dust Control Policy be adopted as amended.

CARRIED

8. b) New Centerline Culvert - Highway 697 / AJA Road Intersection

MOTION 12-06-398

MOVED by Councillor Derksen

That administration be authorized to proceed with a request to Alberta Transportation to provide funding and install the culverts at the intersection of AJA Road and Highway 697 along the Seven Mile Road on Highway 58.

CARRIED UNANIMOUSLY

Reeve Neufeld recessed the meeting at 2:24 p.m. and reconvened the meeting at 2:40 p.m.

8. c) Tompkins Crossing Bridge Project

MOTION 12-06-399

MOVED by Councillor D. Driedger

That administration be authorized to proceed with requesting at least three firms to provide their engineering cost for an "A" estimate for the Tompkins Crossing Bridge Project and instruct the most suitable engineering firm to proceed if within budget.

CARRIED

8. d) Roads & Water Management for New Farm Lands

MOTION 12-06-400

MOVED by Councillor Wardley

That the roads and water management for new farm lands be received for information and that it be brought back to the next meeting for decision.

CARRIED

**CORPORATE
SERVICES:**

11. a) Bylaw 816-11 Local Improvement Tax for Curb, Gutter and Sidewalk on 100 Avenue for Plan 952 3854 Lots 3-9, Block 21 & Lot 11, Block 13, and Plan 785 1076, Lots 5-7, Block 13 and Lot 9, Block 11, Plan 862 2277 in the Hamlet of La Crete

MOTION 12-06-401
(requires 2/3)

MOVED by Councillor Bateman

That second reading be given to Bylaw 816-11 being a local improvement tax for curb, gutter and sidewalk on 100 Avenue for Plan 952 3854 Lots 3-9, Block 21 & Lot 11, Block 13, and Plan 785 1076, Lots 5-7, Block 13 and Lot 9, Block 11, Plan 862 2277 in the Hamlet of La Crete as amended.

CARRIED

MOTION 12-06-402
(requires 2/3)

MOVED by Councillor Wardley

That third and final reading be given to Bylaw 816-11 being a local improvement tax for curb, gutter and sidewalk on 100 Avenue for Plan 952 3854 Lots 3-9, Block 21 & Lot 11, Block 13, and Plan 785 1076, Lots 5-7, Block 13 and Lot 9, Block 11, Plan 862 2277 in the Hamlet of La Crete.

CARRIED

11. b) Bylaw 867-12 Fee Schedule Bylaw

MOTION 12-06-403
(requires 2/3)

MOVED by Councillor Bateman

That first reading be given to Bylaw 867-12 being the Fee Schedule Bylaw for Mackenzie County as amended.

CARRIED

MOTION 12-06-404
(requires 2/3)

MOVED by Councillor Wardley

That second reading be given to Bylaw 867-12 being the Fee Schedule Bylaw for Mackenzie County.

CARRIED

MOTION 12-06-405
(requires unanimous)

MOVED by Deputy Reeve Sarapuk

That consideration be given to proceed to third reading of Bylaw 867-12 being the Fee Schedule Bylaw for Mackenzie County.

CARRIED UNANIMOUSLY

MOTION 12-06-406
(requires 2/3)

MOVED by Councillor Derksen

That third reading be given to Bylaw 867-12 being the Fee Schedule Bylaw for Mackenzie County.

CARRIED

11. c) Policy ADM050 Facility Rental Policy

MOTION 12-06-407

MOVED by Councillor Bateman

That Policy ADM050 Facility Rental Policy be approved as amended.

CARRIED

11. d) Policy FIN031 Methods of Payments Policy

MOTION 12-06-408
(requires 2/3)

MOVED by Councillor Braun

That Policy FIN031 Methods of Payment Policy be approved as presented.

CARRIED

11. e) Request to Waive Penalty for Tax Roll 082975

MOTION 12-06-409
(requires 2/3)

MOVED by Councillor D. Driedger

That a penalty of \$35.07 for 2011 be written off and a penalty of \$74.35 for 2012 be voided for the roll 082975.

CARRIED

11. f) Tolko Burner (ADDITION)

MOTION 12-06-410
Requires Unanimous

MOVED by Deputy Reeve Sarapuk

That a letter be sent to the Minister of Sustainable Resource Development/Environment in support of extending the timeline for the replacement of the Tolko burner.

DEFEATED

MOTION 12-06-411
Requires Unanimous

MOVED by Councillor Bateman

That a letter be sent to the Minister of Sustainable Resource Development/Environment in support of extending the timeline for the replacement of the Tolko burner, and that administration obtain confirmation of Tolko receiving grant funding for this project.

CARRIED UNANIMOUSLY

11. g) CO₂ (ADDITION)

MOTION 12-06-412
Requires Unanimous

MOVED by Councillor Wardley

That administration submit information on the CO₂ EOR project to the AAMDC Zone 4 for discussion at the next zone meeting.

CARRIED UNANIMOUSLY

11. h) Aboriginal Day (ADDITION)

MOTION 12-06-413

MOVED by Councillor Wardley

That the Aboriginal Day celebration in Fort Vermilion on June

21, 2012 be received for information.

CARRIED

**INFORMATION/
CORRESPONDENCE:**

12. a) Information/Correspondence

MOTION 12-06-414

MOVED by Councillor Flett

That the information/correspondence items be received for information.

CARRIED

IN CAMERA SESSION:

MOTION 12-06-415

MOVED by Councillor Flett

That Council move in-camera to discuss issues under the Freedom of Information and Protection of Privacy Regulations 18 (1) at 3:32 p.m.

13. a) Legal

13. b) Labour

13. c) Land

CARRIED

MOTION 12-06-416

MOVED by Deputy Reeve Sarapuk

That Council move out of camera at 4:27 p.m.

CARRIED

13. a) Legal – Access to Plan 0023789, Block 1, Lot 1

MOTION 12-06-417

MOVED by Councillor Bateman

That the access plan for Plan 0023789, Block 1, Lot 1 be accepted for information.

CARRIED

13. c) Land – Subdivisions and Municipal Reserve

MOTION 12-06-418

MOVED by Councillor Bateman

That administration brings back the Municipal Reserve policy for review.

CARRIED

MOTION 12-06-419

MOVED by Councillor Bateman

That the High Level Flood control Project Phase III be added to the Phase II tender.

CARRIED

**NEXT MEETING
DATE:**

14. a) Regular Council Meeting
Wednesday, June 27, 2012
10:00 a.m.
Fort Vermilion Council Chambers

ADJOURNMENT:

15. a) Adjournment

MOTION 12-06-420

MOVED by Councillor Jorgensen

That the meeting be adjourned at 4:29 p.m.

CARRIED

These minutes will be presented to Council for approval on June 27, 2012

Bill Neufeld
Reeve

Joulia Whittleton
Chief Administrative Officer



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	June 27, 2012
Presented By:	Joulia Whittleton, Chief Administrative Officer
Title:	TENDER Collection of La Crete Residential Waste Request for Proposals

BACKGROUND / PROPOSAL:

Council made a motion to advertise the Residential Garbage Pickup in the Hamlet of La Crete and had approved the draft request for proposal.

OPTIONS & BENEFITS:

In order to reduce substantial accumulation of traffic and garbage to the La Crete Waste Transfer Station, a decision was made to introduce the residential garbage pickup in the Hamlet of La Crete on a cost recovery basis.

COSTS & SOURCE OF FUNDING:

There is no funding in the 2012 budget as the program is expected to be self sustainable.

A budget amendment will be required to show Revenue and Expenses associated with this program.

RECOMMENDED ACTION:

Motion 1:

That the requests for proposals for the residential waste pickup in the Hamlet of La Crete be opened.

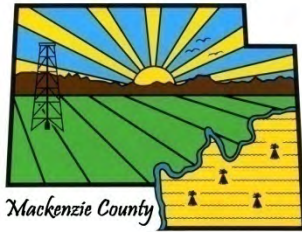
Motion 2:

That the contract for the residential waste pickup in the Hamlet of La Crete be awarded to the lowest qualifying tender, subject to budget amendment.

Author: J. Whittleton **Reviewed by** _____ **CAO** Joulia Whittleton

Contractor	Price

Author: _____ Review Date: _____ CAO _____



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	June 27, 2012
Presented By:	William (Bill) Kostiw, Executive Director of Infrastructure Development & Government Relations
Title:	TENDERS High Level Flood Control Phase II & III

BACKGROUND / PROPOSAL:

A motion was made at the June 12, 2012 council meeting to add High Level Flood Control Project Phase III to the Phase II tender.

The High Level Flood Control Phase II and III tenders will be received until 2:00 p.m. on June 27, 2012.

OPTIONS & BENEFITS:

As previously discussed by Council.

COSTS & SOURCE OF FUNDING:

2012 Capital Budget.
Budgeted amount \$841,000.

RECOMMENDED ACTION:

Motion 1:

That the tenders for the High Level Phase II & III Flood Control Project be opened.

Motion 2:

That the tender for the High Level Phase II & III Flood Control Project be awarded to the lowest qualifying tender, subject to budget.

Author: Colleen Nate **Reviewed by** Grant Smith **CAO** Joulia Whittleton

the receptacle and a reimbursement may be granted as permitted in the Fee Schedule Bylaw.

- 7.2 Except as otherwise provided, no person shall place refuse from a building or premises elsewhere than in refuse containers supplied by the County.
- 7.3 Occupants of residential dwelling units shall ensure refuse is stored in an approved storage location at all times other than when the waste is being transferred to a Collection container.
- 7.4 Where the owner or occupant of the premises places refuse in a receptacle other than one provided by the County, the collectors are entitled to consider such receptacles as refuse and to remove them with the refuse.
- 7.5 The collector at his/her discretion shall have the right to refuse to remove materials where the container does not meet the necessary requirements or is in a dilapidated, unsafe, or unsanitary condition.
- 7.6 A collector shall not be required to remove any refuse receptacle which, together with its contents, exceeds thirty-four (34) kilograms or seventy (75) pounds.
- 7.7 Except as otherwise provided herein, no person shall place or keep refuse receptacles upon any travelling surface of any street or lane. Any refuse receptacles improperly left in the street or lane may be removed and disposed of by Mackenzie County.
- 7.9 The occupant of residential premises shall place and keep refuse for collection in such a place that the collectors shall have convenient access thereto without the necessity of entering upon private property.
- 7.9 Where premises from which refuse is to be collected do not abut a lane or where special conditions make it impracticable to keep and place such receptacles at the rear of the premises the occupant of such premises shall place the refuse receptacles immediately inside the property line at the front of the premises.
- 7.10 The occupant of premises from which refuse is to be collected
 - a) Shall place or locate the refuse receptacle for collection in such a manner that they will not overturn or be likely to be overturned;

COSTS & SOURCE OF FUNDING:

N/A

Author: J. Whittleton Review by: _____ CAO _____

RECOMMENDED ACTION:

Motion 1:

That second reading be given to Bylaw 866-12 being a Hamlet Residential Waste Collection bylaw for Mackenzie County.

Motion 2:

That third and final reading be given to Bylaw 866-12 being a Hamlet Residential Waste Collection bylaw for Mackenzie County.

Author: J. Whittleton Review by: _____ CAO _____

BYLAW NO. 866-12

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

**FOR THE PURPOSE OF REGULATING AND CONTROLLING THE HANDLING,
COLLECTION AND DISPOSAL OF ASHES, GARBAGE, REFUSE, AND OTHER
WASTE IN THE MUNICIPALITY OF MACKENZIE COUNTY**

WHEREAS, under the authority of the Municipal Government Act being Chapter M-26, RSA 2000 and any amendments thereto, a Municipal Council may pass By-laws establishing and maintaining a system for collection, removal and disposal of garbage, ashes and waste throughout the municipality;

AND WHEREAS, the Municipal Council of the Municipality of Mackenzie County in the Province of Alberta recognizes the importance of and encourages an animal proof waste handling system, waste reduction and recycling while also supporting the user-pay system for waste collection;

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

PART 1 TITLE AND APPLICATION

- 1.1 This By-law may be cited as the “Hamlet Residential Waste Collection Bylaw”.
- 1.2 This By-law applies to all waste produced, accumulated, stored, collected delivered or disposed of within the Municipality.

PART 2 DEFINITIONS

In this By-law, unless the context otherwise requires, the term:

- 2.1 **“Animal Attractant”** means foodstuff or bait of any kind excluding Birdseed, but including suet balls for purposes of feeding any and all species of animal.
- 2.2 **“Animal Proof Waste Container”** means a receptacle for disposing of Residential Waste or Commercial Waste which meets the specification for an animal proof waste container.
- 2.3 **“Approved Storage Location”** means a location within a Residential Unit, or a Multi-Residential Dwelling Unit, or a Commercial Premise, or any accessory

structure that is deemed to be animal proof by the Chief Administrative Officer or designate.

2.4 **“Apartment House”** means a residential building which is occupied or intended to be occupied by more than four families living independently of each other and includes, but is not limited to:

- a) Structures known as townhouses or row-houses;
- b) Senior citizens self contained units in a complex of more than four units;
- c) Licensed boarding houses, lodging houses and rooming houses, terraces of dwellings and any other type of residential premises where more than four families reside or dwell, and;

which is neither a dwelling house nor a condominium as defined in this By-law.

2.5 **“Ashes”** means cold residue from burning of wood, coal and other like material.

2.6 **“Billing Period”** shall be the same as the monthly period for which the consumer is charged for services.

2.7 **“Birdseed”** means a mixture of seeds for the purpose of attracting and feeding birds.

2.8 **“Biological Waste”** means waste that is created in a hospital, necropsy facility or biological research laboratory and contains or may contain pathogenic agents that may cause disease in persons exposed to the waste.

2.9 **“Building Waste”** means all refuse produced in the process of constructing, demolishing, altering or repairing a building and shall include, but not be limited to: earth, vegetation and rock displaced during the process of building.

2.10 **“By-Law Enforcement Officer”** means person appointed by the Municipal Council to enforce offenses of this By-law.

2.11 **“Collection”** includes acquisition of refuse by the Municipality, or where the context implies by a private hauler, by picking up, collecting or gathering together, and includes the removal and transportation of the same to a disposal site and “collect” shall have comparable meaning.

2.12 **“Collector”** means a person who collects refuse within the Municipality as an agent, contractor or employee of the Municipality.

- 2.13 **“Collection Area”** means the location within the corporate limits of the Municipality of Mackenzie County.
- 2.14 **“Commercial Premises”** means a building, structure or premises used for the conduct of some profession, business, manufacturing process or other undertaking, and which includes: any institutional, industrial, commercial, restaurant and retail premises, a Residential Dwelling Unit or units if attached and includes areas designated as a Mobile Home Park in accordance with the Land Use By-law.
- 2.15 **“Commercial Unit”** means one self-contained working space having any or all of the following amenities: a separate entrance, office space, bay/work area, receiving and shipping area, washroom, kitchen and common area in a Commercial Premise or complex.
- 2.16 **“Condominium”** means a residential property divided into individually owned units as described in the Condominium Property Act, Revised Statutes of Alberta, 2000, and amendments thereto, and for the purpose of this By-law only each unit shall be deemed to be a dwelling house.
- 2.17 **“Dangerous Goods”** mean dangerous goods as defined in the Transportation of Dangerous Goods Act and Regulations.
- 2.18 **“Dwelling House”** means any premises which:
- a) are actually used as a residence;
 - b) consist of four (4) or less self-contained units;
 - c) collectively produce less than 0.75 cubic meters of refuse per week;
 - d) has one storage location for all refuse disposed of from the premises, and;
 - e) is constructed to permit refuse collection to be made directly from a street.
- 2.19 **“Executive Officer of the Local Board of Health”** is a member designated by Alberta Health Services for the purpose of carrying out the Public Health Act and Regulations and may include a Health Inspector.
- 2.20 **“Fire Chief”** means the authorized and appointed Fire Chief or Fire Chiefs of the Municipality of Mackenzie County.

- 2.21 **“Garbage”** means refuse composed of animal or vegetable matter. It is refuse produced as a by-product of the preparation, consumption, or storage of food.
- 2.22 **“Industrial Properties”** means places that carry on one or more of the following activities; the manufacturing, processing, assembling, cleaning, repairing, servicing, testing, storage, warehousing, distribution or trans shipment of materials, goods, products and/or equipment.
- 2.23 **“Litter”** means:
- a) Rubbish, waste materials, paper, packages, containers, bottles, cans or parts thereof; or
 - b) Any article, product, machinery, motor vehicle or other manufactured goods which is dumped, discarded, abandoned or otherwise disposed of.
- 2.25 **“Municipality”** means the corporation of Mackenzie County or the area contained within the boundaries thereof, as the context requires.
- 2.26 **“Occupant”** means any Person occupying a Residential Unit, Multi-Residential Dwelling Unit or Commercial Unit whether they are in fact the Owner, renter, tenant or lessee of the dwelling unit.
- 2.27 **“Owner”** has the same meaning as in the Municipal Government Act”.
- 2.28 **“Peace Officer”** means a member of the Royal Canadian Mounted Police, a By-Law Enforcement Officer or Special Constable appointed pursuant to the provisions of the Police Act, Chapter P-17 of the Revised Statutes of Alberta, 2000 and amendments or successor legislation thereto.
- 2.29 **“Premises”** means land, including any buildings erected thereon.
- 2.30 **“Private Hauler”** means any person who transports or causes to be transported any refuse within the Municipality other than those persons employed or contracted by the Municipality.
- 2.31 **“Recycling Depot”** means a waste sorting station approved under the Public Health Act where designated waste is compacted, shredded, ground, processed or sorted.
- 2.32 **“Recyclable Material”** means materials that are acceptable for recycling in this Municipality as set out in Schedule “C” hereto.

- 2.33 **“Refuse”** means any discarded or abandoned organic or inorganic material and without restricting the generality of the foregoing, includes garbage, ashes and all forms of grass, tree and hedge cuttings and clippings, broken household dishes and utensils, empty or partly empty tins, boxes, cartons, bottles and containers, discarded paper and fabric and other materials.
- 2.34 **“Refuse Receptacle”** means a container designed for containing refuse awaiting collection and disposal and is deemed animal proof.
- 2.35 **“Residential Property”** means land with improvements designated, intended or used for residential occupancy including condominiums, but excluding apartment houses.
- 2.36 **“Street”** means public thoroughfares within the Municipality and includes sidewalks and borders of the street and all portions thereof appearing in any registered plan pursuant to the Land Titles Act, or any private roadway on any bare-land condominium site.
- 2.37 **“Waste or Waste Material”** means ashes, garbage, refuse or trade refuse as herein defined and includes any other matter or material suitable for disposal by the Municipality waste disposal system.
- 2.38 **“Waste Receptacle”** means a container which is not a commercial container and which is designed to facilitate the disposal of refuse and which is approved pursuant to the provisions of this Bylaw for the disposal of refuse or any particular type of refuse.
- 2.39 **“Wet Garbage”** means the kitchen garbage containing liquids originating from hotels, boarding houses and restaurants but excludes drained kitchen garbage which has been properly packaged.
- 2.40 **“White Metals”** means any household appliance such as stove, dishwasher, refrigerator, and deep freezes.
- 2.41 **“Yard Waste”** means refuse that is organic matter formed as a result of gardening or horticultural pursuits and includes grass, leaves, tree and hedge clippings and cuttings.

PART 3 INTERPRETATIONS

- 3.1 Schedules “A”, attached hereto, form part of this Bylaw.
- 3.2 The captions and headings in this Bylaw are for convenience of reference use only, and shall not affect the interpretation of any provision of this Bylaw.

- 3.3 Nothing in this Bylaw shall operate to relieve any person from complying with any Federal, Provincial or other Municipal Law, Order, regulation or Bylaw and such person shall comply with all conditions or obtain any necessary consents at his/her own expense.
- 3.4 Except as provided herein to the contrary no person shall:
- a) Store or deposit any refuse on any premises owned or occupied by the Municipality or on any street; or
 - b) Store or place any waste receptacle or commercial container on any street.
- 3.5 Section 3.4 shall not apply:
- a) In respect of any refuse stored or deposited at any disposal site designated pursuant to this Bylaw;
 - b) In respect of any waste receptacle placed or stored on a street for use by the public by or with the consent in writing of the Chief Administrative Officer or designate; or
 - c) To a person who is actively engaged in loading or unloading any waste receptacle or commercial container.
- 3.6 Any person who deposits any refuse on a street shall forthwith remove such refuse from the street at his/her own expense.

PART 4 AUTHORITY

- 4.1 The Municipality shall;
- a) Supervise the collection, removal and disposal of refuse, and;
 - b) Direct the days and times that collections shall be made from different portions of the municipality, and;
 - c) Decide as to the quantities and classes of refuse to be removed from any premises or as accepted by the Municipality for disposal.
- 4.2 Subject to the provisions of this Bylaw, the decision of the Municipality as to:
- a) The amount of refuse which has been removed from any premises, and;
 - b) The amount and types of refuse which the Municipality is obliged to remove from any premises or class of premises shall be final and conclusive subject only to the superior statutory authority of another entity.

PART 5 MUNICIPAL COLLECTION AND REMOVAL OF REFUSE

- 5.1 Subject to the provisions of the Bylaw the Municipality:
- a) Shall cause refuse to be collected from each dwelling house each week in accordance with the rates and fees specified in the “Fee Schedule By-law “, and
 - b) May cause refuse to be collected from premises other than a dwelling house each week in accordance with the rates and fees specified in the “Fee Schedule By-law “.
- 5.2 Unless special arrangements are authorized by the Municipal Council, the Municipality shall not remove from premises on which a dwelling house is located;
- a) Discarded furniture, discarded automobile parts including tires, and other private vehicles, white metals, and household equipment;
 - b) Tree trunks, tree limbs, whole shrubs or bushes or portion of hedges;
 - c) Fences, gates and other permanent and semi-permanent fixtures on the premises;
 - d) Without limiting the foregoing, any discarded household chattel, material or equipment which has an overall weight of more than 34 kilograms or an overall length of more than 1.25 metres.
- 5.3 Unless other arrangements are authorized by the Municipal Council, except as otherwise provided in this Bylaw, the Municipality shall not remove from any premises;
- a) Building materials and building waste
 - b) Dead animals
 - c) Sod
 - d) Liquid waste
 - e) By-products of manufacturing
 - f) Dangerous goods
 - g) White metals
- 5.4 The Municipality shall ensure that the equipment used for waste collection and the manner in which waste is collected and disposed of by Mackenzie County shall comply with the regulations of the Health Authority.
- 5.5 The Municipality may enter into a contract or contracts with any person or organization for the collection of the whole or a portion of the refuse accumulated within the Municipal limits.

PART 6 CLEAN – UP CAMPAIGN

- 6.1 The Municipal Council of Mackenzie County may authorize a clean-up campaign in the spring and/or fall of each year at which time all refuse will be picked up to a maximum of one half ton truck load. Additional loads, car bodies will not be accepted as part of these clean-up campaigns.

PART 7 REFUSE RECEPTACLES, WEIGHT OF, LOCATION AND REFUSE ENCLOSURES

- 7.1 Occupants of residential dwelling units in Mackenzie County, in areas prescribed for residential waste collection, shall provide and maintain in good condition a number of refuse receptacles conforming to the specifications prescribed in this By-law sufficient to hold a minimum of one week's accumulation of refuse from the premises.
- 7.2 Except as otherwise provided no person shall place refuse from a building or premises elsewhere than in refuse containers which comply with the requirement of the By-law.
- 7.3 Refuse receptacles required to be supplied by the Occupant shall either:
- a) Be made of galvanized metal or rigid plastic waste receptacles with a watertight cap cover, with rigid fixed handles, a smooth rim at the top and circular design; and
 - b) Not greater than 0.7 metres in diameter at the top, tapered to a lesser diameter at the bottom with a maximum height of 0.8 metres; and
 - c) Not less than 0.4 metres at the top, tapered to lesser diameter at the bottom with a maximum height of 0.5 metres; and
 - d) Not greater than 6.0 kilograms weight when empty.
 - e) Not hold volume of greater than 84 litres.
 - f) Shall be an approximate size of 30" x 37"
- 7.4 Occupants of residential dwelling units shall ensure refuse is stored in an approved storage location at all times other than when the waste is being transferred to a Collection container.
- 7.5 Where the owner or occupant of the premises places refuse in a receptacle other than one which meets the specifications set out in this By-law, the collectors are entitled to consider such receptacles as refuse and to remove them with the refuse.

- 7.6 The collector at his/her discretion shall have the right to refuse to remove materials where the container does not meet the necessary requirements or is in a dilapidated, unsafe, or unsanitary condition.
- 7.7 A collector shall not be required to remove any refuse receptacle which, together with its contents, exceeds thirty-four (34) kilograms.
- 7.8 Except as otherwise provided herein, no person shall place or keep refuse receptacles upon any travelling surface of any street or lane. Any refuse receptacles improperly left in the street or lane may be removed and disposed of by Mackenzie County.
- 7.9 The occupant of residential premises shall place and keep refuse for collection in such a place that the collectors shall have convenient access thereto without the necessity of entering upon private property.
- 7.10 Where premises from which refuse is to be collected do not abut a lane or where special conditions make it impracticable to keep and place such receptacles at the rear of the premises the occupant of such premises shall place the refuse receptacles immediately inside the property line at the front of the premises.
- 7.11 The occupant of premises from which refuse is to be collected
- a) Shall place or locate the refuse receptacle for collection in such a manner that they will not overturn or be likely to be overturned;
- 7.12 The occupant of premises from which refuse is to be collected shall not place more than two (2) refuse receptacles out for collection. The collector shall have the right to refuse to collect more than two (2) refuse receptacles from any premises.

PART 8 PREPARATION OF WASTE FOR COLLECTION

- 8.1 An owner or occupant of premises from which refuse is to be collected shall:
- a) Thoroughly drain all household garbage and place it in either plastic garbage bags or securely tie the parcel before disposing of it in the waste receptacle;
 - b) Place all quenched ashes, sawdust and other powdery or fine material in either securely tied plastic bags or parcels before disposing of it in the waste receptacle

8.2 No occupant shall:

- a) Mix combustible and non-combustible matter in the refuse receptacles or containers, or
- b) Place any explosives, dangerous goods or highly flammable materials in any receptacle for collection, or
- c) Place for collection, ashes which are not properly quenched.

PART 9 DUTIES OF COLLECTORS

9.1 Collectors shall:

- a) Be as careful as is reasonably possible not to damage or misuse any waste receptacle;
- b) Replace emptied receptacles and the lids in approximately the same location where it was picked up;
- c) Not leave refuse on the ground which has spilled from the receptacle or the collection vehicle; and
- d) No person employed in the collection of waste materials shall pick, or sort any ashes, garbage, refuse or discarded material from the collection vehicle or the owner's or occupant's premises

PART 10 CONSTRUCTION REFUSE, COVERING OF REFUSE AND PLACEMENT ON STREETS

- 10.1 Any person(s) carrying out the construction, demolition or alteration of buildings or other building operations on any property shall do so in a manner as to not permit building materials or building refuse to remain loose, free or uncontrolled on the property.
- 10.2 The owner of the building site shall be responsible for the actions of any contractor, subcontractor or tradesman who fail to comply with subsection 10.1.
- 10.3 Any building material or building refuse material which blows free from the building site shall be re-captured, returned to the building site and deposited in a refuse receptacle.
- 10.4 The owner of a building site shall be responsible for the term of construction in providing a suitable refuse receptacle capable of receiving all building refuse material and maintaining the same in a safe condition.

- 10.5 The Chief Administrative Officer or designate may direct the person carrying out construction or alteration of a building to provide a fence of a type that will trap any building material in such a manner as to prevent it from escaping from the building site.
- 10.6 No person shall convey through any street in Mackenzie County any refuse of whatever nature except in the properly covered metal receptacle or in a vehicle which is covered with canvas or tarpaulin, or other covering as approved by the Municipality, so constructed and arranged as to prevent the contents thereof or any portion thereof from being wind borne or falling on the streets, to protect the content from flies and to minimize as much as practicable the escape of any offensive odours. It shall not be necessary that a vehicle carrying solely soil, sand, gravel or concrete be covered with a canvas or a tarpaulin other than required by other legislation or regulation.
- 10.7 Except for sand, cinder or other similar materials in reasonable quantities placed on any slippery streets or sidewalks, no person shall place refuse of any type or direct or allow it to be placed upon any portion of a street.

PART 11 CHARGES FOR COLLECTION AND DISPOSAL, NO OPTION FOR USE AND EXEMPTIONS

- 11.1 The occupant of any premises in Mackenzie County within such an area and pick-up frequency as may be designated by the Chief Administrative Officer or designate for the provision of garbage collection services, shall pay to Mackenzie County a monthly charge as set out in the "Fee Schedule By-law", and the Municipality shall collect refuse from only one pick-up point from each premises.
- 11.2 Accounts for refuse collection service shall be forwarded monthly to the occupier of the premises and shall be payable to Mackenzie County. The payment of any charges provided by this By-law may be enforced by action in any court of competent jurisdiction.
- 11.3 The rates or charges levied pursuant to this By-law shall be applied to each dwelling unit within the specified areas of the Municipality with no option for use of this service, except where specific property has been exempted from the provisions of this By-law as designated in Schedule "A"
- 11.4 Non-receipt of a utility bill will not exempt the owner or occupant from payment for the service received.

PART 12 NOTICES AND PENALTIES

- 12.1 In any case where Mackenzie County is required to give notice to owner or occupant pursuant to this By-law, notice shall be effected by service either;
- a) By causing a written copy of the notice to be delivered to and left in a conspicuous place at or about the effected property, or
 - b) By causing a written notice to be mailed by mail or delivered to the last known address of the owner.
- 12.2 Where a Peace Officer or By-law Enforcement Officer who has reasonable grounds to believe that an owner or occupant has contravened any provision of this By-law, the Peace Officer or By-law Enforcement Officer may serve upon such person, a summons as outlined in this By-law.
- 12.3 An owner or occupant who contravened any provision of this By-law by:
- a) Doing something that is prohibited in this By-law;
 - b) Failing to do something that is required in this By-law; or
 - c) Doing something in a manner different from that which is required or permitted in this By-law.
- is guilty of an offense and liable upon summary conviction to a fine of not less than One Hundred Dollars (\$100.00) or not more than Two Thousand Five Hundred Dollars (\$2,500.00) or as otherwise stated in the "Fee Schedule By-law" whichever is less.
- 12.4 Any owner or occupant served with a summons pursuant to Section 12.3 of this By-law may, where a specified penalty is indicated on the summons, avoid prosecution by remitting payment of the specified penalty as noted on the summons on or before the appearance date noted on the summons. The specified penalty shall be the amount the Municipality will accept in lieu of prosecution.
- 12.5 Any owner or occupant who does not pay the specified penalty on or before the appearance date noted on the summons is liable to a fine as set out in the "Fee Schedule By-law".
- 12.6 Where a specified penalty is not noted in the summons, the person served with the summons is liable to a fine as set out in the "Fee Schedule By-law".
- 12.7 Where a contravention of this By-law is of a continuing nature, further summons, with the appropriate specified penalties, may be issued provided that no more

than one summons shall be issued for each calendar day that the contravention continues.

- 12.8 Nothing in this By-law shall prevent a Peace Officer or By-law Enforcement Officer from issuing a summons for the mandatory court appearance of any person who contravenes any provision of this By-law.

PART 13 GENERAL

- 13.1 A Peace Officer or By-law Enforcement Officer, witnessing a contravention of this By-law, may cause the contravention to be remedied.
- 13.2 When expenses are incurred by the Municipality for any work performed as a result of a direction of a Peace Officer or By-law Enforcement Officer under Section 13.1, Mackenzie County may serve a statement of expenses, together with a demand for payment to the person or persons responsible for the contravention, including all legal costs on a solicitor and their own client basis.
- 13.3 Whenever, in this By-law, it is directed that an owner or occupant of any building or premises shall do any matter of thing, then in default of its being done, either the owner or occupant, or both, or if there are several owners or occupants, any or all such owners or occupants shall be liable to prosecution; and it shall be no defense for any owner or occupant so prosecuted to allege that any other person is responsible for such default.
- 13.4 If any term, clause, or condition of this By-law or application thereof, to any thing or circumstance shall to any extent be invalid or unenforceable, the remainder of this By-law or application of such term, clause or condition to any thing or circumstance, other than those to which it is held as invalid or unenforceable, shall not be affected thereby and each other term, clause or condition of this By-law shall be enforced to the fullest extent permitted.
- 13.5 This Bylaw hereby rescinds Bylaw 864-12 and shall come into full force and effect on the day of its final passing.

READ a first time this 12th day of June, 2012.

READ a second time this _____ day of _____, 2012.

READ a third time and finally passed this _____ day of _____, 2012.

Bill Neufeld
Reeve

Joulia Whittleton
Chief Administrative Officer

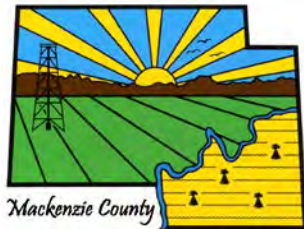
**Schedule “A”
 Businesses and Properties Exempt from the Hamlet
 Residential Waste Pick Up & Associated Fees**

1. Hamlet of La Crete

94-AVENUE	98-AVENUE	99-AVENUE	100-AVENUE	101-AVENUE	102-AVENUE	104-AVENUE
NW 4-106-15-5	9809-9801	10001	10001	10013-10009	9501	10402
092-2495-3,3	10101	10201	10011	10101		
962-413	10002	10305	10015 A	10106		
10602		10010	10017	10102		
10402		10014	10101	10101-10102		
10302		9905	10105	10005		
10202		10102	10601	9809		
9210 4		10002	10018	10010		
10001-10005		10004	10010	9705		
10003		10006	10006	9701		
10105			10102			
9107			10106			
9507						
9401						
9402						
KNELSEN SAND & GRAVEL STOCKYARD						

111-STREET	108-STREET	105-STREET	104-STREET	101-STREET	100-STREET	99-STREET	97-STREET	95-STREET
9704	9912	9802	9810	10608	11102	10704	9802	10804
	9908	9801	9806	10502	10902	10604	9806	10604
	9904		9801	10506	10402	10502	9810	10511
				10510	10302	9902	9805	10507
				10510	10202	9806	9905	10503
				10514	10106	9802		10304
				10202	9702	9706		10203
				10106	9606	9905		
				10105	9602	9702		
				10102	10703	9602		
				10205	10603	9502		
				10502	10105	9402		
				10604	10209	9401		
				10518	10201	9501		
				10306	10101	9601		
					10009	9705		
					10005	9701		
					10003	9801		
					10001	9805		
					9905	9804		
					9901	9901		
					9913	9905		
					9801	10005		
					9705	10101		
					9701	10105		
					9505	10201		
					9501	10205		
					9401	10209		
					10508	10301		
					10507	20305		
					10503	10401		
						10501		
						10511		
						10515		
						10519		
						10601		
						10605		
						10701		
						10705		

2. Hamlet of Fort Vermilion
3. Hamlet of Zama City
4. Hamlet Country Residential (HCR) Zoning 1, 2, and 3



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	June 27, 2012
Presented By:	Joulia Whittleton, Chief Administrative Officer
Title:	Bylaw 869-12 Fee Schedule Bylaw

BACKGROUND / PROPOSAL:

Council establishes various fees for services in the County's Fees Schedule Bylaw.

OPTIONS & BENEFITS:

Council is considering introducing the residential waste collection program for the Hamlet of La Crete. This is proposed to be on a cost recovery basis.

The following schedule will have to be added to the existing Solid Waste section:

Residential Collection	Fees
Monthly collection fee	<i>To be determined</i>
Waste receptacle fee	<i>To be determined</i>
Replacement of waste receptacle fee	<i>To be determined</i>

- An occupant that is moving from the Hamlet may be entitled to the waste receptacle fee reimbursement upon return of the receptacle. The receptacle must be in good condition as to be determined by the County's authorized personnel.

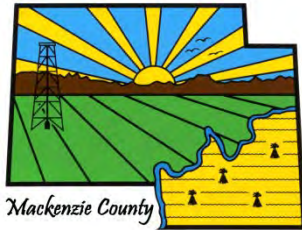
COSTS & SOURCE OF FUNDING:

2012 Budget does not include funding for the Residential Waste Collections as the program is proposed to be self-sustainable and there were unknowns (such as monthly fee – will be based on the contract; receptacle fees).

Author: J.Whittleton Reviewed by: _____ CAO _____

RECOMMENDED ACTION:

If Council proceeds with the Residential Waste Collection program, the fee schedule bylaw will have to include the residential fees and these will be in effect after the bylaw receives three readings.



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	June 27, 2012
Presented By:	John Klassen, Director of Environmental Services and Operations
Title:	Accesses

BACKGROUND / PROPOSAL:

Several ratepayers have applied for accesses to be built to their land off of Alberta Transportation (AT) highways (both Highway 697 & Highway 88). AT has denied their applications and AT informed the ratepayers that the accesses need to be constructed where a County road allowance intersects the highway. These ratepayers are now coming to the County requesting that the County build accesses from their road allowance onto the highway so that they can access their land.

Ratepayers are reluctant to build an access on the County road allowance because it can then be used by everyone and the costs are quite prohibitive. It seems certain ratepayers would rather go through the ditch than spend the money building a public access.

Also, with the impending paving of the 88 Connector Road, does the County create a policy similar to AT, which restricts where new accesses can be constructed? Creating an access restriction policy for major County roads, such as an upgraded 88 Connector Road and the La Crete North and South Access Roads may be inconvenient for certain landowners, but it ensures the long term viability of the entire community because traffic can move more efficiently and safely. An access restriction policy would ensure that there would be efficient traffic movement not only now but well into the future.

OPTIONS & BENEFITS:

There are three options for dealing with the accesses to AT highways.

Author: B. Peters **Review Date:** _____ **CAO** _____

Option 1:

Build the accesses that the ratepayers are requesting, since the County would potentially need to build these accesses in the future anyways when building rural roads. Building the accesses would eliminate the safety hazard of equipment entering and leaving the highway through the ditch; there is a potential for cost savings, due to inflation, by installing the accesses now; it would demonstrate to the ratepayers that the County is working with them to provide access to their lands.

Option 2:

Provide a letter stating that the County has no concerns with ratepayers building an access to AT standards within the County road allowance, but that the County will not construct the access or provide any funding or supplies. The benefit to this is simply that the County does not have to build and/or pay for several accesses for which there is currently no budget.

Option 3:

Provide a letter stating that the County has no concerns with ratepayers building an access to AT standards within the County road allowance, and that the County will supply culverts and gravel for the access if the ratepayers take care of the dirt works and paving.

COSTS & SOURCE OF FUNDING:

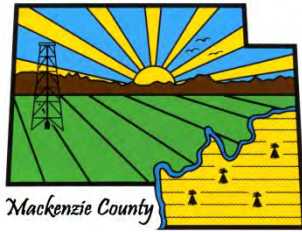
The estimated cost to construct an access to AT standards is \$20,000 to \$30,000.

The County currently has no budget to construct these accesses.

RECOMMENDED ACTION:

For discussion

Author: _____ Review Date: _____ CAO _____



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	June 27, 2012
Presented By:	John Klassen, Director of Environmental Services and Operations
Title:	Roads to New Lands

BACKGROUND / PROPOSAL:

It is administrations understanding that statements were made at the land auctions that the County will not commit to building roads to new lands for 5 years, unless provincial funding is received. While this may be true and while there is currently no budget to construct roads to new lands, the demand is very strong for these roads to be constructed.

Several ratepayers have requested that the county cost share the construction costs for building roads to their new lands. These ratepayers are proposing to complete the dirt work to construct a road in order to access their land, if the County will provide the culverts and gravel.

OPTIONS & BENEFITS:

Option 1: That the County agree to cost share these projects, and potentially many more as they are brought forward, in order to help ratepayers access their new land. Although the County contribution is unbudgeted, it provides significant cost savings to the County to allow roads to be built on a cost shared basis. It also better serves the residents by allowing them to access their new land much earlier than if the County built roads under the traditional delivery model.

Option 2: That the County does not cost share these projects because our contribution is currently unbudgeted and puts extra strain on the County's finances, especially if more cost sharing requests come in.

Author: B. Peters **Review Date:** _____ **CAO** _____

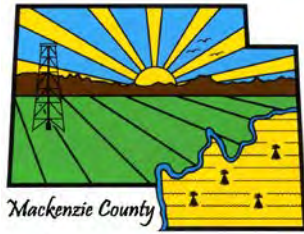
COSTS & SOURCE OF FUNDING:

The County costs would consist of surveying, culverts (which could potentially be bridge file size) and gravel, which the County does have some in reserve inventory, with that said the reserve inventory would be more rapidly depleted if these resources are used to cost share the road building projects.

RECOMMENDED ACTION:

That consideration of the cost sharing of the roads to new lands projects be deferred until the negotiations with the Province are finalized.

Author: _____ Review Date: _____ CAO _____



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	June 27, 2012
Presented By:	Joulia Whittleton, Chief Administrative Officer
Title:	Policy RESV10 Municipal Reserve

BACKGROUND / PROPOSAL:

Under Section 666(1) of the Municipal Government Act the Council may require the owner of a parcel of land that is subject to a subdivision proposal, to provide land for municipal reserve or provide money in place of the municipal reserve.

Section 671(2) states that Municipal reserve, school reserve or municipal and school reserve may be used by a municipality or school authority or by them jointly only for any or all of the following purposes:

1. a public park;
2. a public recreation area;
3. school authority purposes;
4. to separate areas of land that are used for different purposes.

Subject to the exceptions as set out in Section 663, a Subdivision Approving Authority is empowered to require an owner of land being subdivided to dedicate, without compensation, a portion of the land for park, school or park and school purposes, or to pay money in lieu of all or part of the land.

Section 663 of the MGA states that the owner of a parcel of land that is the subject of proposed subdivision may not be required to provide reserve if:

- a. one lot is to be created from a quarter section;
- b. land is to be subdivided into lots of 16 hectares (39.5 acres) or more and is to be used only for agricultural purposes;
- c. the land to be subdivided is .8 hectares (1.98 acres) or less; or
- d. reserves have already been provided for the title.

Author: J. Whittleton **Review Date:** _____ **CAO** _____

OPTIONS & BENEFITS:

The Municipal Government Act states that a market value appraisal must be provided or, if the subdivision approving authority and applicant agree, a land value given based on recent sales within the particular area of the subdivision will be required. A developer has the right to submit a certified appraisal with his/her application for subdivision.

MGA, s. 671:

(1) If money is required to be provided in place of municipal reserve, school reserve, or municipal and school reserve, the applicant must provide

a. A market value appraisal of the existing parcel of land as of a specified date occurring within the 35-day period on which the application for subdivision approval is made

i. as if the use of propose for the land that is the subject of the proposed subdivision confirms with any use prescribed in a statutory plan or land use bylaw for that land, and

ii. on the basis of what might be expected to be realized if the land were in an unsubdivided state and sold in the open market by a willing seller to a willing buyer on the date on which the appraisal is made,

or

b. if the applicant and the subdivision authority agree, a land value based on a method other than that described in clause (a).

The amount of land or cash-in-lieu of land to be provided for municipal reserve will be equal to 10% of the titled parcel(s).

The County’s practice has been to obtain the value for calculating a municipal reserve for a parcel proposed for subdivision from the County’s assessor.

When a development is undertaken in phases, the calculation will be affected by infrastructure installed in completed (prior) phases. Based on consultation with the County’s lawyer, that is the appropriate way of calculating the value.

Some developers (developing in phases) in the County object to the amount calculated of MR because the substantial difference in MR on their first and subsequent phases. Administration advised that the developers that they have an option to provide land instead of money.

As there is a specific section in MGA deals with MR calculation, administration feels no specific changes to the County’s policy is required, other than a small correction in the “Purpose” section.

Author: J. Whittleton Review Date: _____ CAO _____

COSTS & SOURCE OF FUNDING:

Funds collected in lieu of municipal reserve are being placed into the Municipal Reserve (Policy RESV10). This is a restricted reserve meaning that the use of funds must be approved by Council resolution and within MGA permitted use.

RECOMMENDED ACTION:

That Policy RESV10 Municipal Reserve be amended as presented.

Mackenzie County

Title	Municipal Reserve	Policy No.	RESV 10
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Account Code	72-714
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Purpose

To establish a municipal reserve. Pursuant to section 671 of the MGA, the municipality may ~~be used~~ use the municipal reserve funds for any of the following purposes — public park and/or public recreation area.

Targeted Minimum	\$N/A
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Targeted Maximum	\$N/A
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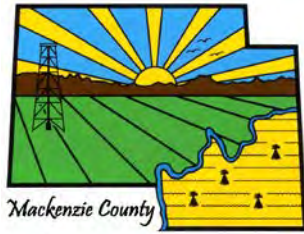
Funding

Pursuant to sections 661 to 670 of the MGA. The owner can provide money for all the reserves or a combination of money and land reserve.

Policy Statement and Guidelines

1. The Chief Administrative Officer will ensure the overall effective administration of dedicated reserves in accordance with this policy; recommending changes in policy or guidelines to Council to ensure they are employed to the benefit of the County.
2. Annually, in conjunction with the budget process and the presentation of the audited financial statements to Mackenzie County council, a list indicating the current and previous year-end balances for this reserve will be provided.
3. Calculation of land values shall be based on current market value specific to the location of the parcel of land being developed and the intended use of the parcel of land.
4. The location of Municipal Reserve taken in the form of lands shall be in an appropriate area to allow for the uses specified by the MGA.
5. The use of this reserve to fund any expenditure must be by way of a Council resolution or motion.

	Date	Resolution Number
Approved	June 6, 2001	01-320
Amended	May 22, 2008	08-05-385
Amended	26-Aug-09	09-08-677



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	June 27, 2012
Presented By:	Liane Lambert, Development Officer
Title:	Development Permit Application 155-DP-12 Flight Training School at the La Crete Airport (La Crete Rural)

BACKGROUND / PROPOSAL:

The Development Department received a Development Permit application for permission from the Wetaskiwin Air Services to operate a Flight Training Unit out an existing hanger located at the La Crete Airport.

This Development Permit is presented to Council in accordance with Motion 10-02-127 which states:

That any development in the airport areas within the municipality be brought to Council to control development within one mile to protect the flight paths until the AVPA takes over development.

The applicant has provided authorization for the operation of a Flight Training Unit from Jake Fehr the owner of the existing hanger.

OPTIONS & BENEFITS:

Currently there is a new bylaw being drafted to handle development at the airports with Mackenzie County, however, Bylaw 865-12, the creation of an Airport District is still in progress and will be presented to the Inter-municipal Planning Commission (IMPC) on June 28, 2012 for review and comments. Any comments received by the Town of High Level and the IMPC will then be presented to Council for Public Hearing and 2nd and 3rd reading. The finalization of this Bylaw could still take some time to complete.

This Development Permit is being brought forth to Council at this time, as all completed Development Permit applications received must have a decision made within 40 days of

Author: L. Lambert **Reviewed by:** _____ **CAO** J. Whittleton

acceptance. (Section 5.5.9 of the LUB). Otherwise the applicant can make an appeal to the Subdivision and Development Appeal Board deeming the application as being refused.

The Planning Department does not foresee any concerns regarding the proposed development, as the proposed operation is located out of an existing hanger and it is an operation that is directly linked with the purpose of an Airport.

COSTS & SOURCE OF FUNDING:

All costs will be borne by the applicant.

RECOMMENDED ACTION:

That Development Permit Application 115-DP-12, in the name of Wetaskiwin Air Services, on Part of Plan 122 2189, Area A (Part of SE 1-106-15-W5M), be APPROVED as presented.

Author: L. Lambert Reviewed by: _____ CAO J. Whittleton



Mackenzie County
P.O Box 1690, La Crete, AB T0H 2H0
Phone (780) 928-3983 Fax (780) 928-3636

Development Approving Authority

155-DP-12

CONDITIONS OF APPROVAL

FAILURE TO COMPLY WITH ONE OR MORE OF THE ATTACHED CONDITIONS SHALL RENDER THIS PERMIT NULL AND VOID

1. This permit is for the **APPROVAL** of a Flight Training Unit within the existing Hanger located on the subject property. No new Development is permitted.
2. **Should a sign be erected, it shall be located a minimum of:**
 - a. 20 meters from regulatory signs, and
 - b. Not less than 1.5 meters from the curb/sidewalk.
3. **The sign shall be placed on site and is not permitted to be placed on any road rights-of-way. Any sign located adjacent to Highway 697 shall be at the decision of Alberta Transportation.**
4. The sign shall be a minimum of 2 meters in height from the bottom of the sign above the curb/sidewalk.
5. The site and sign shall be kept in a safe, clean, and tidy condition, or may be required to be renovated or removed.
6. The sign shall:
 - a. Not obstruct the orderly and safe flow of vehicular and pedestrian traffic,
 - b. Not unduly interfere with the amenities of the district,
 - c. Not materially interfere with or affect the use, enjoyment or value of neighbouring properties, and
 - d. Not create visual or aesthetic blight.
7. Illumination of the sign must not negatively affect, nor pose a safety hazard to, an adjacent site or street.
8. Wiring and conduits of the sign must be concealed from view.
9. The total site area (lot) shall have a positive surface drainage without adversely affecting the neighbouring properties.
10. No construction or development is allowed on a right-of-way. It is the responsibility of the developer/owner/occupant to investigate the utility rights-of-way, if any, that exist on the property prior to commencement of any construction and to ensure that no construction or development is completed on any utility right-of-way.

11. The Developer shall at all times comply with all applicable Federal, Provincial and Municipal legislation and regulations and County Bylaws and resolutions relating to the development of the lands.

Please note

1. Mackenzie County does not conduct independent environmental or land suitability checks. If the applicant is concerned about the suitability of the property for any purpose, the owner/applicant should conduct the proper tests. Mackenzie County, when issuing a development permit, makes no representation in regards to the suitability of the property for any purpose or as to the presence or absence of environmental contaminants of the property.
2. Obtain all the required Safety Codes Permits pertaining to your development. These permits consist of Building, Gas (Propane), Electrical, Plumbing and Private Sewage Disposal Systems.
3. Call 'Alberta-One-Call' before you dig. (1-800-242-3447).

It is the responsibility of the developer to ensure that the proposed development meets the requirements of the provincial Safety Codes Act. For more information on the necessary Safety Codes Permits, contact Mackenzie County's Permit Clerk at 780-928-3983.

June 27, 2012
Date of Issue of Notice of Decision

Bill Neufeld, Reeve

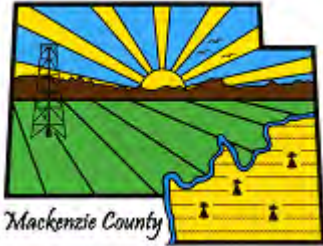
Important Notices

1. You may wish to appeal the decision of the Development Authority to the Subdivision and Development Appeal Board. Such an appeal shall be made in writing and shall be delivered either in person or by mail so as to reach the Secretary of Subdivision and Development Appeal Board at the Mackenzie County office not later than fourteen (14) days after the date of Issue of Notice of Decision.
2. The Land Use Bylaw 791-10 provides that any person claiming to be affected by a decision of the Development Authority may appeal to the Secretary of the Subdivision and Development Appeal Board within fourteen days after the Notice of Decision is published in the local newspaper.
3. A decision of the Subdivision and Development Appeal Board is final and binding on all parties and persons subject to an appeal upon a question of law or jurisdiction pursuant to section 688 of The Municipal Government Act. An application for leave to appeal to the Court of Appeal must be made:
 - (a) to judge of the Court of Appeal; and
 - (b) within thirty (30) days after the issue of the decision sought to be appealed.

Right of Appeal

Sections 683, 684, 685, and 686 of the Municipal Government Act, 2008, states:

- 683 Except as otherwise provided in a land use bylaw, a person may not commence any development unless the person has been issued a development permit in respect of it pursuant to the land use bylaw.
- 684 An application for a development permit is, at the option of the applicant, deemed to be refused if the decision of a development authority is not made within 40 days after receipt of the application unless the applicant has entered into an agreement with the development authority to extend the 40-day period.
- 685 (1) If a development authority
- (a) Fails or refuses to issue a development permit to a person,
 - (b) issues a development permit subject to conditions, or
 - (c) issues an order under section 645,
- the person applying for the permit or affected by the order under section 645 may appeal to the subdivision and development appeal board.
- (2) In addition to an applicant under subsection (1), any person affected by an order, decision or development permit made or issued by a development authority may appeal to the subdivision and development appeal board.
 - (3) Despite subsections (1) and (2), no appeal lies in respect of the issuance of a development permit for a permitted use unless the provisions of the land use bylaw were relaxed, varied or misinterpreted.
- 686 (1) A development appeal to a subdivision and development appeal board is commenced by filing a notice of the appeal, containing reasons, with the board within 14 days,
- (a) in the case of an appeal made by a person referred to in section 685 (1), after
 - (i) the date on which the person is notified of the order or decision or the issuance of the development permit, or
 - (ii) if no decision is made with respect to the application within the 40-day period or within any extension under section 684, the date the period or extension expires,
 - (b) in the case of an appeal made by a person referred to in section 685 (2), after the date on which the notice of the issuance of the permit was given in accordance with the land use bylaw.
- (2) The subdivision and development appeal board must hold an appeal hearing within 30 days of receipt of a notice of appeal.
 - (3) The subdivision and development appeal board must give at least 5 days notice in writing of the hearing
 - (a) to the applicant,
 - (b) to the development authority whose order, decision or development permit is the subject of the appeal, and
 - (c) to those owners required to be notified under the land use bylaw and any other person that the subdivision and development appeal board considers to be affected by the appeal and should be notified.
 - (4) The subdivision and development appeal board must make available for public inspection before the commencement of the hearing all relevant documents and materials respecting the appeal, including
 - (a) the application for the development permit, the decision and the notice of appeal, or
 - (b) the order under section 645.
 - (5) In subsection (3), "owner" means the person shown as the owner of land on the assessment roll prepared under Part 9.



Mackenzie County
P.O Box 1690, La Crete, AB T0H 2H0
Phone (780) 928-3983 Fax (780) 928-3636

Development Approving Authority

Application No.: **155-DP-12**

Legal Description: Plan 1222189, Area A (Proposed Lease Lot 11)
(Pt. of SE 1-106-15-W5M)

Applicant: Ronald Vanden Dungen
Wetaskiwin Air Services

Address: Terminal Building
P.O. Box 6444
Wetaskiwin AB T9A 2G2

Development: **Flight Training Unit - Business License**

DECISION: **APPROVED (See Attached Conditions)**

Development Permit

This permit is issued subject to the following conditions:

- (a) That the development or construction of the said land (s) will not begin until July 12, 2012.
- (b) That the development or construction shall comply with the conditions of the decision herein contained or attached.
- (c) That the development or construction will be carried out in accordance with the approved plans and application.
- (d) That this permit shall be invalid should an appeal be made against the decision. Should the Subdivision and Development Appeal Board approve the issuance of this permit, this permit shall be valid from the date of decision, and in accordance with the conditions, of the Subdivision and Development Appeal Board.
- (e) This permit is valid for a period of 12 months from the date of issue or the date of an approved decision of the Subdivision and Development Appeal Board. If at the expiry of this period the development or construction has not been commenced or carried out with reasonable diligence this permit shall be invalid.

Dated June 27, 2012

Bill Neufeld, Reeve



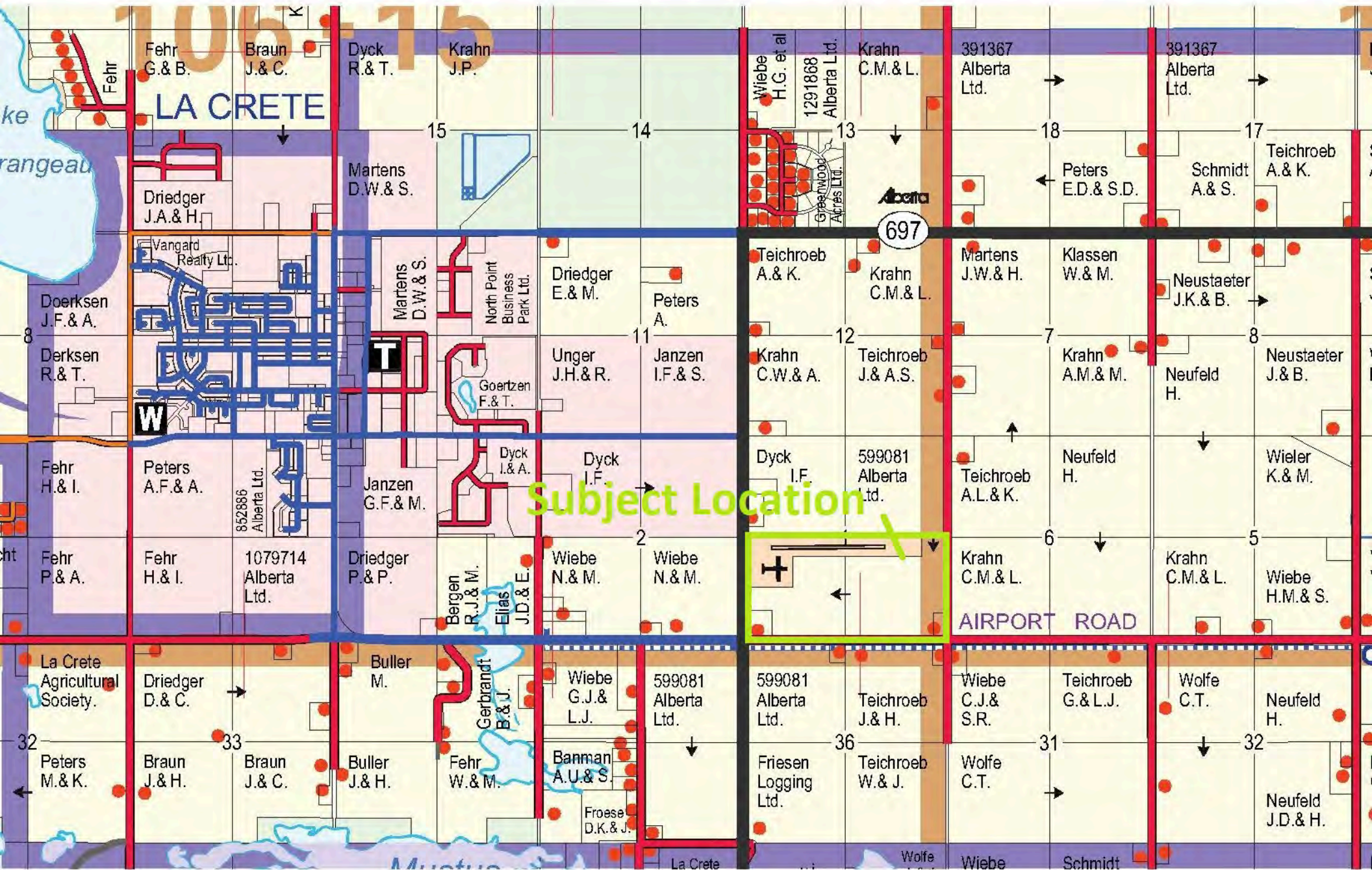
AIRPORT
852 12 66



SE1 106-15-5

SW1 106-15-5





Subject Location

LEASE

This lease made as of the 15 day of July, 2010.

BETWEEN:

MACKENZIE COUNTY
(hereinafter called "the landlord")

- and -

Jake Fehr
(hereinafter called the "tenant")

WHEREAS the landlord is the registered owner of the lands described as:

PROPOSED LOT 11
PLAN 852 1266, BLOCK OT
(MERIDIAN 5 RANGE 15 TOWNSHIP 106
SECTION 01 SOUTH HALF)
EXCEPTING THEREOUT ALL MINES AND MINERALS

and, the tenant is now and wants to continue leasing a portion of these lands from the landlord.

IN CONSIDERATION of the mutual covenants and agreements herein, the parties agree as follows:

1. Grant of Lease

The landlord hereby leases to the tenant a portion of the lands, consisting of an area being a total of **3'600 square metres** more or less, as outlined in red on Schedule "A" attached hereto and made a part of this lease (herein called "the leased premises"). **The Tenant is responsible to have the subject property surveyed to determine the location prior to commencement of Approved Development.**

2. Term of Rental

The term of this lease is a period of Ten (10) years commencing July 15, 2010 (lease commencement date) to July 15, 2020. Notwithstanding the date above, the term shall commence on the lease commencement date.

3. Payment of Rent

During the currency of the lease, the tenant shall pay to the landlord the following amounts, until changed, as allowed by this lease:

- a) For land rent the sum of **one thousand eight hundred dollars and zero cents (\$1,800.00)** Dollars, per annum, payable in advance on or before January 1st of each and every year of the term. Land rent established by Bylaw which may be amended by the landowner.

The tenant shall, during the term of this lease, pay to the landlord the rent reserved at the times and in the manner provided herein without any deduction or abatement whatsoever.

Rent shall be considered as accruing from day to day hereunder and where it is necessary to calculate such rent for an irregular period of less than one year or less than one calendar month, an appropriate apportionment and adjustment shall be made.

Where the calculation of rent cannot be made until after the termination of this lease, the obligation of the tenant to pay this rent shall survive the termination hereof and such amount shall be payable by the tenant upon demand by the landlord.

4. Use of Premises

The tenant shall use the leased premises exclusively as a hangar and purposes incidental, and for no other use.

The tenant will not permit to be committed any waste or any nuisance thereon or permit any part of the demised premises to be used for any dangerous, noxious or offensive trade, occupation or business, nor permit anything to be done nor do anything that may obstruct or interfere with the rights of the adjoining landowners and tenants. Notwithstanding the above, the tenant shall have the non-exclusive right to store, dispense and sell aviation fuel on the leased premises.

5. Repair and Maintenance

The tenant shall continue to be responsible for the upkeep and maintenance of the leased premises and for the provision and maintenance of its buildings and equipment thereon.

The tenant shall provide its own janitorial service and acknowledges that the landlord is not responsible for providing fire protection, or policing and security services.

With respect to snowplowing, the landlord will be responsible for snowplowing from the main road to the Leased premises. The tenant will be responsible for all snowplowing from the Leased Premises to and around the hangar and any other access or clearing it requires on the leased premises.

6. Utilities

The tenant shall, at its cost, be responsible for the installation and supply of electricity and all other utilities to the leased premises. Such utilities supplied to the leased premises shall be separately metered and directly billed to the tenant and all payments of such utility costs shall be made directly to the supplier of such electricity and utilities.

7. Signs

The tenant shall not install, display or affix any sign, lettering or advertising medium to the exterior of the hangar or elsewhere on the leased premises without, in each instance, securing the prior written approval of the landlord. Should the tenant install, display or affix any sign, lettering or advertising matter upon the landlord's land or the leased premises without the prior written approval of the landlord, and should such sign, lettering or advertising matter be objectionable to the landlord, it shall be removed forthwith by the tenant upon request by the landlord.

8. Antennae

The tenant shall not install radio or television antennae or any mechanical, electrical or other means of sound production or similar devices without the prior written consent of the landlord. The tenant shall indemnify and save harmless the landlord against all claims, demands, loss or damage to any person or property arising out of the erection, maintenance or removal of any sign, aerial or other installation.

9. Improvements

The tenant shall have the right from time to time during the term of this lease to make such changes, alterations, additions or extensions, or effect any rebuilding, whether of a structural nature or otherwise (herein collectively called "improvements") in and to the leased premises as the tenant may think necessary, but subject to the following conditions:

- a) The improvements shall be such as will not, in the landlord's opinion, when completed, diminish the value or utility of the leased premises or change its character.
- b) Improvements shall not be commenced until the tenant shall have obtained all building and other permits required by lawful authority.
- c) Improvements which involve structural or substantial changes, or changes to the services of the premises, alterations, additions or extensions or rebuilding of the premises shall not be commenced until detailed plans and specifications have first been submitted to and approved by the landlord in writing, such approval not to be unreasonably withheld.
- d) Every improvement shall be constructed expeditiously, in good and workman like manner, in compliance with the detailed plans and specifications approved by the landlord, and any laws, regulations or other requirements of all authorities having jurisdiction.

e) The tenant shall maintain reasonable fire and liability insurance during the construction of every improvement whenever and to the extent that the landlord may reasonably require.

10. **Repair**

To maintain, decorate and keep in good and substantial repair and condition the leased premises and all fixtures and improvements now or at any time hereafter forming part of the leased premises and used in connection therewith, including landscaping and including, without restricting and generality of the foregoing, all repairs of whatever nature and kind required to be made to the buildings constructed upon the leased premises. The landlord shall have no obligation to maintain and repair the leased premises whether structural or otherwise.

11. **Inspections and Notice to Repair**

The tenant shall permit the landlord to enter the leased premises and view the state of repair and cleanliness thereof. The landlord may give the tenant written notice requiring the tenant to repair, maintain or clean, with which the tenant must comply within 15 days.

If the tenant shall at any time fail to make any such repairs or replacements as required by the written notice of the landlord, the landlord may make them or cause them to be made and the cost thereof, together with interest thereon computed at the rate of 15% per annum from the date of payment by the landlord, shall be charged to and paid by the tenant as additional rent due 30 days from the date of invoice by the landlord.

12. **Tenant's Property**

All structures, erections, materials, supplies and things at any time constructed, erected, laid, brought or placed upon the leased premises for the purposes of constructing, installing, maintaining and operating the premises shall be entirely at the risk of the tenant in respect of loss, damage, injury, destruction or accident from whatsoever causes arising, unless such damage, injury, destruction or accident is due to the willful act or negligence of the landlord or any employee, agent, or contractor of the landlord.

13. **Taxes**

The tenant shall promptly pay when due all taxes, rates, duties, assessments, grants in lieu and other like charges, whether municipal, provincial or federal or otherwise charged upon the leased premises or upon the landlord on account thereof, during the term of this lease.

14. **Inflammable or Dangerous Substances**

The tenant represents, covenants and warrants to and in favour of the landlord that:

- (a) it shall not allow any Hazardous Substance to be placed, held, located or disposed of on, under or at the leased premises without prior written consent of the landlord which consent may be arbitrarily or unreasonably withheld;
- (b) it shall not allow the leased premises to be utilized in any manner in contravention of any applicable laws intended to protect the environment, including without limitation, laws respecting the disposal and emission of Hazardous Substances;
- (c) to the extent that Hazardous Substances are permitted, placed, held, located or disposed of on, under or at the leased premises pursuant to the permitted use of the leased premises and in accordance with the terms hereof, the tenant shall:
 - (i) comply with, or cause to be compiled with, all applicable laws and regulations relating to the use, storage and disposal of the Hazardous Substances,
 - (ii) it shall take all reasonable measures not to cause or permit any of its business, undertaking, activity or use of or on the leased premises to create any condition which violates any provision of the Environmental Protection and Enhancement Act, (Alberta) or any applicable federal or municipal code, by-law, regulation or statute,
 - (iii) it shall immediately notify the landlord, Alberta Environment or Environment Canada of any improper storage or release of Hazardous Substances,

- (iv) at the request of the landlord, provide evidence of compliance with all applicable laws and regulations, such evidence to include inspection reports and such tests as the landlord may reasonably require, all at the expense of the tenant,
 - (v) it shall promptly perform and work, or cease any activity to remedy and repair any adverse condition created by improper storage or release of Hazardous Substances, so as to achieve conformity and compliance with all laws, by-laws, regulations and codes, and
 - (vi) it shall promptly cease any activity which causes or results in any Hazardous Substances being released in or onto the leased premises or any adjacent property.
 - (d) without restricting the generality of the foregoing, in the event that gasoline, aviation fuel or other storage tanks form a part of the leased premises or are placed in or upon the leased premises, the tenant shall:
 - (i) maintain and repair such storage tanks in a compliance with the applicable fire code and Alberta Environmental Protection standards, and
 - (ii) at the request of the landlord, assign any warranties or guarantees received from the manufacturer or installer or such storage tanks in favour of the landlord as additional security.
 - (e) "Hazardous Substances" means any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:
 - (i) radioactive materials,
 - (ii) explosives,
 - (iii) any substance that, if added to water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant,
 - (iv) any solid, liquid, gas or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition in the air that:
 - A. endangers the health, safety or welfare of persons or the health of animal life,
 - B. interferes with normal enjoyment of life or property, or
 - C. causes damage to plant life or to property,
 - (v) toxic substances including, without restriction, urea formaldehyde foam insulation, asbestos and poly-chlorinated biphenyls, and
 - (vi) substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by an government authority having jurisdiction over the landlord's lands.
- It is understood that notwithstanding the above, the tenant may bring into and store on the leased premises aviation fuel and gasoline, and refuel its own planes and sell and dispense same to third parties.
- (f) The tenant hereby authorizes the landlord to make enquiries from time to time of any government or governmental agency with respect to the tenant's compliance with any environmental laws, by-laws, regulations and codes pertaining to the tenant, the leased premises and any business or activity conducted on or from the leased premises.
 - (g) In the event the tenant fails to promptly commence and diligently complete any work it is required to perform pursuant to this clause, the landlord may enter onto the leased premises and perform any such work. No such entry shall be deemed to be a re-entry or a breach of the covenant for quiet enjoyment in this lease or implied by law.
 - (h) If the tenant brings, permits, creates or uses in the leased premises any Hazardous Substances or if the conduct of any business or undertaking on the leased premises or their use causes there to be any Hazardous Substances upon the leased premises, then, such Hazardous Substances shall be and remain the sole and exclusive property of the tenant and shall not become the property of the landlord, notwithstanding the degree of affixation of the Hazardous Substances or the goods containing the Hazardous Substances to the leased premises and notwithstanding the expiry, surrender or early termination of this lease.

(i) The tenant hereby indemnifies and saves harmless the landlord and its successors and assigns from and against any and all losses, liabilities, damages, costs and expense of any kind whatsoever including, without limitation:

- (i) the costs of defending, counter-claiming or claiming over against third parties in respect to any action or matter including legal fees, costs and disbursements on a solicitor and his own client basis and at all court levels;
 - (ii) any costs, liability or damage arising out of a settlement of any action entered into by the landlord with or without the consent of the tenant; and
 - (iii) the cost of repair, clean-up or restoration paid by the landlord and any fines levied against the tenant,
- which at any time or from time to time may be paid, incurred or asserted against the landlord, as to a direct or indirect result of the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release, of Hazardous Substances from the leased premises either onto any lands, into the atmosphere or into any water. This indemnification shall survive the expiration of the term of the lease and the termination of the lease for whatever cause or any renewal of the lease.

15. Indemnification and Insurance

- a) The tenant agrees to indemnify and hold harmless the landlord from any and all claims, demands or actions for which the tenant is legally responsible, including those arising out of negligence, willful harm or crimes by the tenant or the tenant's employees, agents, contractors and invitees. This hold harmless shall survive this lease.
- b) The tenant shall be responsible for maintaining general liability insurance in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence. During the term thereof, at the landlord's request, the tenant shall provide to the landlord from time to time, a certificate of insurance, as evidence that such coverage is in full force.
- c) The tenant shall be responsible for insuring, during the whole of the term hereof, all the tenant's buildings and improvements, from time to time forming part of the demised premises, on a replacement cost basis for the full insurable value thereof with loss payable jointly to the tenant and the landlord. The tenant shall immediately notify the landlord upon the occurrence of any loss. The tenant shall also provide a copy of the policy or a certificate of insurance or renewal to the landlord.
- d) The tenant shall obtain from its insurer an acknowledgment to notify the landlord of any lapse or change in coverage, for any reason whatsoever. The acknowledgment shall be provided to the landlord at the time of execution of this lease, and upon any change in insurer.

16. Landlord's Right to Insure – If

- a) The insurer cancels or threatens to cancel any insurance policy, or if the insurer refuses to renew any insurance policy or reduces the coverage thereunder in any way by reason of the use, occupation, operation or maintenance of the leased premises by the tenant or anyone permitted by the tenant to be upon the leased premises, and if the tenant fails to remedy the condition giving rise to cancellation, threatened cancellation, failure to renew or reduction in coverage within seventy-two (72) hours after notice thereof from the insurer, or
- b) The tenant is unable or unwilling to provide and maintain any insurance it is required to maintain in amounts, form, terms, and with an insurer approved by the landlord pursuant to Clause 15, then the landlord, in addition to any other remedy, may, at its option,
 - (i) Enter upon the leased premises and remedy the condition giving rise to such cancellation, threatened cancellation, failure to renew or reduction in coverage, and the tenant shall forthwith pay the costs thereof to the landlord, or
 - (ii) In either case, without assuming any obligation in connection therewith and without prejudice to any other rights and remedies of the landlord, effect such of the insurance at the sole cost of the tenant, and all outlays

and expenses incurred by the landlord shall be immediately paid by the tenant to the landlord.

17. **Peaceful Enjoyment**

Upon the tenant paying the rent and performing the tenant's covenants, it shall peaceably hold the leased premises during the term or any renewal without any interference by the landlord or any person acting for him.

18.

Overholding

If at the expiration of the term of this lease, or sooner determination as herein provided, the tenant shall hold over for any reason, the tenant shall be deemed to be occupying the premises as a tenant from month to month only, and shall, in the absence of a written agreement to the contrary, be subject to all the terms and conditions of this lease, except as to duration and except any provisions herein requiring the tenant to erect or remove buildings and improvements on the leased premises.

19.

Ownership of Building and Fixtures

The tenant and landlord agree that upon termination of this lease, the tenant shall have 60 days to remove its hangar, other buildings and improvements from the leased premises. In the event, the tenant fails to remove same within that period, then the hangar, other buildings and improvements or any of them not removed, shall be fixtures of the lands and become the absolute property of the landlord.

Nothing in this clause, shall derogate from the tenant's covenants in Clauses 4, 5, 9, 10 and 14 to leave the buildings and leased premises in good repair and in a neat, clean and tidy condition.

It is understood, the tenant's right to remove its hangar, other buildings and improvements under this clause, shall not apply during any default by the tenant, especially with respect to any default in payment of rental and, other charges specified in this lease and interest thereon.

20.

Landlord's Right of First Refusal

If during the term or any extended term or within the sixty days following termination of the lease, the tenant receives a *bona fide* offer to purchase the hangar, other buildings and improvements or any part of them from a party other than the landlord at a price and upon terms which the tenant desires to accept, the tenant shall send to the landlord a copy of the offer, in accordance with the Notices provision of this lease. The landlord has the option for a period of thirty days after the receipt of the offer, to purchase at the price specified therein. If the landlord elects to exercise the option, it shall give written notice thereof to the tenant within the thirty-day period, and within sixty days thereafter the tenant shall convey and assign the property purchased to the landlord. If the landlord does not elect to exercise the option within the thirty-day period, the tenant may thereafter convey the property to the other party, at the price and upon the terms set out in the offer. If, however, a sale is not completed to the other party, this right of first refusal continues in force.

21.

Destruction or Damage of Premises

If during the term the leased premises shall be damaged by fire, lightning, tempest, impact of aircraft, acts of God or the Queen's enemies, noise, insurrections or explosion, then:

- a) If the leased premises shall be incapable of being repaired or restored with reasonable diligence within One Hundred Twenty (120) days of the happening of the damage, then the landlord may at its sole option terminate this lease by notice in writing to the tenant given within Thirty (30) days of the date of the happening of the damage, and if such notice is given this lease shall cease and become null and void from the date of the happening of the damage and the tenant shall immediately surrender the leased premises and all its interests therein to the landlord and the landlord may re-enter and repossess the leased premises discharged of this lease, but if within the said period of Thirty (30) days the landlord shall not give notice terminating this lease as aforesaid, then upon the expiration of the said period (or at such earlier time as the landlord desires) the

- tenant shall proceed with reasonable promptitude to repair or restore the leased premises.
- b) If the leased premises are capable with reasonable diligence of being repaired or restored within One Hundred Twenty (120) days of the happening of such damage, then the tenant shall restore or repair the leased premises with reasonable promptitude after the happening of the damage.

22.

Compliance with Laws

The tenant shall promptly comply with and conform to the requirements of every applicable law, by-law, regulation, ordinance and order at any time or from time to time in force during the term affecting the leased premises or the machinery, equipment and other facilities located in the leased premises. This provision shall apply to the tenant's re-fueling operations. The tenant shall not use the leased premises in any way, whether within the use hereinbefore permitted or not, which would or may impose upon the landlord any obligation to modify, extend, alter or replace any part of the leased premises nor any of the machinery, equipment or other facilities located in the leased premises, except where previously agreed to by the landlord in writing.

The tenant shall abide by and comply with all by-laws, rules, regulations and directives of general application whether issued by the landlord or any other authority having jurisdiction regarding traffic control, airport security, sanitation, aviation fueling and associated activities, and all other regulations and directives relative to the management and operation of the La Crete Airport. The tenant shall also comply with CSA Guideline B836 regarding the sales of fuel at airports.

23.

Mortgage or Encumbrance

No mortgage or encumbrance (by way of assignment, sublease or otherwise) of this lease of the tenant's interest hereunder or in the lands or the building shall be made by the tenant unless the following conditions have been complied with:

- a) The mortgagee or encumbrancer shall covenant with the landlord to be bound by all the covenants and obligations of the tenant hereunder as soon as such mortgagee or encumbrancer enters into possession of the tenant's interest, or otherwise takes steps to enforce its security which have the effect of depriving the tenant of the ability fully to perform those covenants and obligations, and upon any exercise of any power of sale, the assignee of the mortgaged rights shall covenant with the landlord to perform the tenant's obligations under this lease but so soon as the assignee becomes bound by the tenant's obligations, the mortgagee or encumbrancer shall be relieved from its covenant.
- b) Every mortgage or encumbrance of the building shall be made expressly subject to the rights of the landlord under this lease, and in particular to the right of the landlord to acquire title thereto upon expiration or termination of this lease, as provided in Clause 18.
- c) The mortgage or encumbrance upon the tenant's leasehold interest and the lands and the building shall not include any property except the tenant's interest in the leased premises.
- d) The tenant shall observe and perform all its obligations incurred in respect of assignments, mortgages and encumbrances of its leasehold interest and its interest in the building, and shall not suffer or allow any such obligations to be in default, and if any such default shall occur the landlord may but shall not be obliged to, rectify such default for the account of the tenant. Any amount paid by the landlord in so doing, together with all reasonable costs and expenses shall be reimbursed to the landlord on demand together with interest at the rate of 15% per annum from the date incurred until paid, and may be recovered as if it were rent in arrears.
- e) The tenant shall promptly, whenever requested by the landlord, execute an acknowledgement or certificate in favour of any actual or prospective assignee, mortgagee or encumbrancer of the landlord's interest, acknowledging or certifying the status of this lease, any modifications of the lease, any breaches of covenant known to the landlord with the intent that any such acknowledgement or certificate may be relied upon by any person to whom it is addressed.

24.

Assignment or Sublease

The tenant may not assign this lease or sublet the premises without prior written consent of the landlord first being obtained, such consent to be at the sole discretion of the landlord, provided, however, that no such assignment or subletting shall in any way affect or release the liability of the tenant hereunder, which shall continue throughout the full term of this lease.

In the event of any assignment or transfer with the consent of the landlord as aforesaid, notwithstanding any act or rule of law or regulation to the contrary, unless otherwise agreed to by the landlord, the tenant shall nevertheless remain liable to the landlord for the payment of all rent, additional rent, and for the full observance and performance of the covenants and provisions herein contained, and the tenant shall indemnify the landlord against all acts of default or neglect in respect of the leased premises by any assignee, transferor or sub lessee.

25.

Default

The landlord shall be entitled to re-enter the leased premises on the non-payment of rent whether or not the landlord has made a formal demand for the payment thereof, the failure by the tenant to perform any other term or condition of this lease required to be performed by the tenant and such default is not remedied by the tenant within 15 days of receipt of written notice of such default from the landlord, or if the tenant (or its agents) falsified any report or information required to be furnished to the landlord pursuant to this lease.

In the event rent and any other charges are not paid to the landlord when due and payable as stipulated herein, the landlord in addition to its other remedies hereunder, shall be entitled to collect interest computed on such arrears at the rate of 15% per annum preceding the date that the payment is received and this interest shall be considered as rent.

In the event the tenant defaults under any term of this lease, the tenant shall reimburse the landlord forthwith for all legal fees and disbursements on a solicitor and his client basis and for all bailiff's fees and disbursements that the landlord may incur as a result of such default, such fees and disbursements being payable by the tenant on demand as rent.

26.

Objectionable Conduct

Nothing shall be done or permitted on the leased premises either by the tenant or by an agent, employee or invitee of the tenant, which, in the opinion of the landlord, is deemed objectionable, this includes, but is not limited to, anything constituting a nuisance in respect of users and owners of adjacent lands and the landlord's lands or causes the premiums for any insurance carried by the landlord to be increased or the policy cancelled. In such event, upon the landlord's giving to the tenant 15 days notice and if the tenant does not cease such objectionable conduct within that period, this lease shall cease and determine in accordance with such notice.

27.

Return of Premises

The tenant shall upon the termination or surrender of this lease, leave the leased premises neat, clean, level, and free and clear of all waste material, debris and rubbish, all such work to be done to the satisfaction of the landlord, and the tenant shall make good all damages caused to the property. If the land is not left neat, clean, level, free and clear of all waste material, debris and rubbish then the landlord may have the leased premises restored to a satisfactory condition and tenant agrees to bear the full expense of all work commissioned by the landlord, together with interest thereon at the rate of 15% per annum from the date of payment by the landlord until paid to the landlord.

28.

Termination

If the leased premises or any part thereof is used by the tenant during the term of this lease for a purpose other than as stated in Clause 4, the landlord shall be entitled, at its option, forthwith to terminate this lease by giving 30 days notice in writing to the tenant. Thereupon rent and all other payments payable by the tenant hereunder shall be

apportioned and paid to the date of termination and the tenant shall surrender and yield up possession of the leased premises to the landlord.

29. **Renewal**

This lease may be renewed by the tenant for a maximum of Three (3) further terms of Five (5) years each by giving 60 days notice in writing to the landlord, prior to the expiration of the lease for the first renewal and, thereafter, Sixty (60) days prior to the expiration of the successive renewal.

The landlord may change the annual rental at the commencement of each Five (5) year renewal, according to changes in land values and administration costs.

30. **Subdivision**

The landlord reserves the option to subdivide and sell the lands contained within this agreement and the tenant will be given the first right to purchase at a price to be determined. The tenant shall receive notice of any proposed subdivision of the subject lands.

31. **Waiver**

No waiver by the landlord of any breach by the tenant of any of its obligations hereunder shall be a waiver of any subsequent breach or of any other obligation, nor shall any forbearance by the landlord to seek a remedy for any breach by the tenant be a waiver by the landlord of its rights and remedies with respect to such or any subsequent breach.

32. **Notices**

All notices, demands and requests which may be or are required to be given by either party hereto to the other shall be in writing. All notices, demands and requests by the landlord to the tenants shall be served personally or sent by registered mail addressed to the tenant at:

Jake Fehr
P.O. Box 652
La Crete, Alberta T0H 2H0
Phone Number: (780) 841-1508

or at such place as the tenant may from time to time designate by a written notice to the landlord, and all notices by the tenant to the landlord shall be served personally or sent by registered mail addressed to the landlord at:

Chief Administrative Officer
Mackenzie County
4511-46th Ave
P.O. Box 640
Fort Vermilion, Alberta T0H 1N0
Fax Number: (780) 927-4266

or at such other place as the landlord may from time to time designate by written notice to the tenant. Notices which are served in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereof, in the case of those given by registered mail, on the third business day following the date of mailing.

Notices may also be given directed as above by electronic facsimile transmission to the numbers stated under the mailing addresses.

33. **General**

- 1) Words importing the singular number only shall include the plural and vice versa; words importing the masculine gender shall include the feminine gender and shall include firms and corporations.
- 2) This lease and everything herein contained shall extend to, bind and ensure to the benefit of the heirs, executors, administrators, successors and assigns (as the case may

be) of each of the parties. All covenants herein contained shall be deemed joint and several.


- 3) The tenant may register a caveat in the Land Titles Office in respect of its interest hereunder, but shall not register the lease and shall not cause to be registered any other charge, caveat or encumbrance without first obtaining the landlord's written consent. Any such caveat filed shall, at the request of the landlord, be postponed to any security granted by the landlord and registered against title to its lands.
- 4) The tenant shall not permit any builders' lien or any other lien or charge to be filed or remain filed against the leased. The tenant shall cause any such liens or other charges filed to be removed at the tenant's sole expense, forthwith upon receiving written notice to do so from the landlord.
- 5) If any covenant, obligation, agreement, term or condition of this lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this lease or the application of such covenant, to persons or circumstances other than those in respect of which it is held invalid or unenforceable, shall not be affected and each covenant shall be separately valid and enforceable to the fullest extent permitted by law.

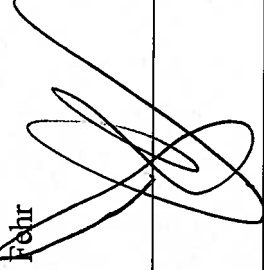
SIGNED by the parties as of the date first written above.


WITNESS

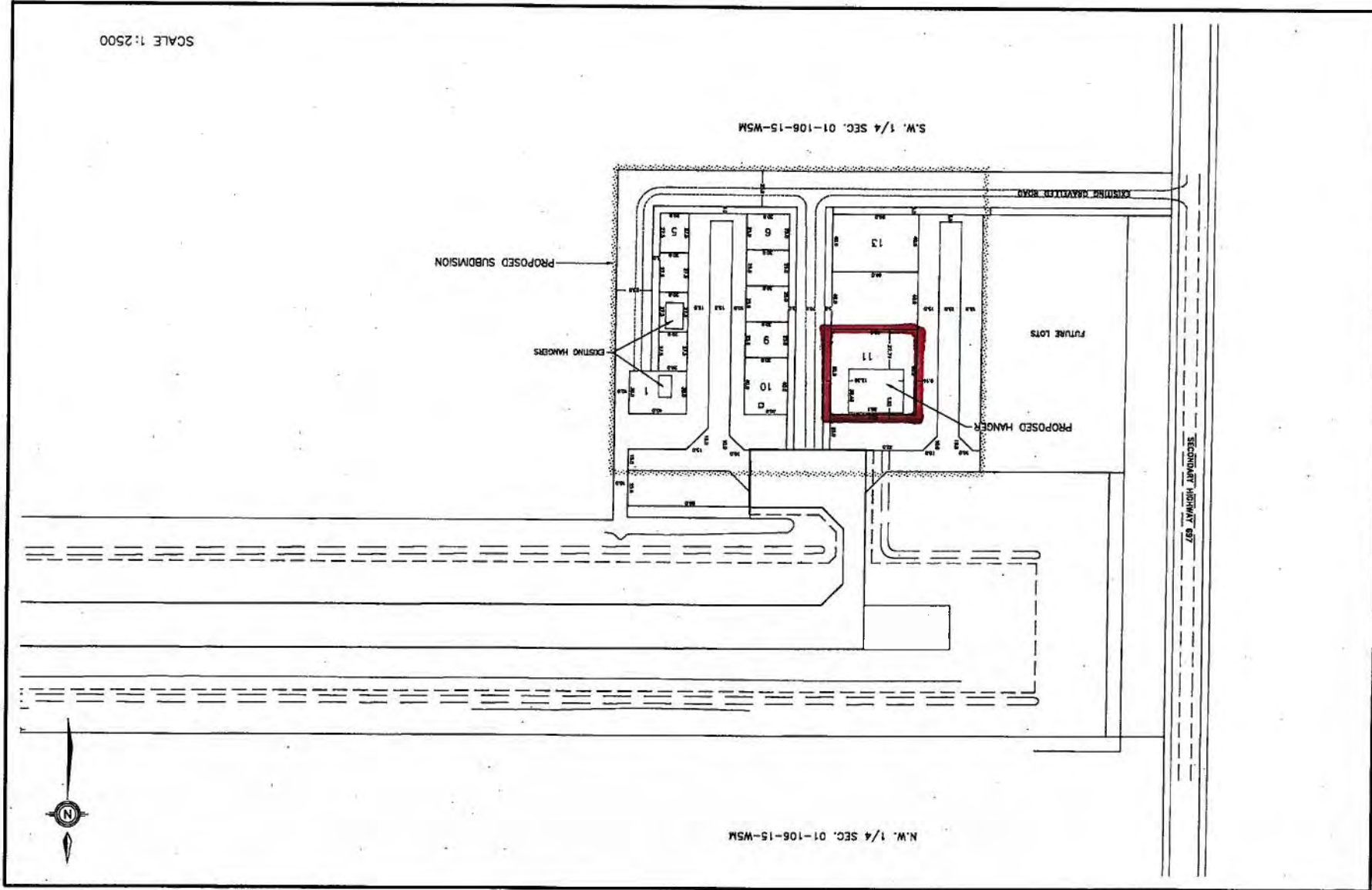
Mackenzie County

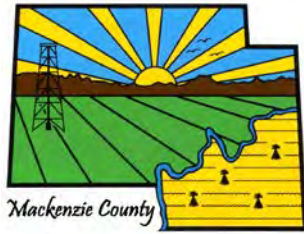
Per: 
Chief Administrative Officer


WITNESS

Jake Fehr
Per: 
Per: _____

Schedule "A"





MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	June 27, 2012
Presented By:	Liane Lambert, Development Officer
Title:	Development Permit Application 163-DP-12 Hanger at the Fort Vermilion Airport (Plan 122 3958, Area A, Lease Lot 4) (Fort Vermilion Airport)

BACKGROUND / PROPOSAL:

The Planning and Development Department has received a Development Permit application for a 48' by 48' Aircraft Hanger at the Fort Vermilion Airport. The subject development is being presented to Council in accordance with Motion 10-02-127 which states:

That any development in the airport areas within the municipality be brought to Council to control development within one mile to protect the flight paths until the AVPA take over development.

At present, all tenants are required to enter into a lease agreement with the County and provide surveyed drawings prior to commencing approved development. This is due to the lands being under one title without a legal subdivision plan separating all of the leased lots. The subject lease lot is currently being surveyed as part of the upgrade to the airport.

In accordance with the Height Limitations Map of the draft AVPA, the maximum allowable height of the proposed Aircraft Hanger is 15 meters (49 feet). The height of the proposed building is 6.09 meters (20 feet).

A lease agreement for the subject parcel Lot 4 was signed_____.

OPTIONS & BENEFITS:

Author: L. Lambert **Reviewed by:** _____ **CAO** J. Whittleton

Currently there is a new bylaw being drafted to handle development at the airports with Mackenzie County, however, Bylaw 865-12, the creation of an Airport District is still in progress and will be presented to the Inter-municipal Planning Commission (IMPC) on June 28, 2012 for review and comments. Any comments received by the Town of High Level and the IMPC will then be presented to Council for Public Hearing and 2nd and 3rd reading. The finalization of this Bylaw could still take some time to complete.

This Development Permit is being brought forth to Council at this time, as all completed Development Permit applications received must have a decision made within 40 days of acceptance. (Section 5.5.9 of the LUB). Otherwise the applicant can make an appeal to the Subdivision and Development Appeal Board deeming the application as being refused. This application was received on May 29, 2012.

The Planning Department does not foresee any concerns regarding the proposed development, as the proposed development is a permitted use within the proposed new airport district and it meets and exceeds the proposed building setbacks.

(a) Minimum Setbacks:

From a HIGHWAY, ROAD or undeveloped ROAD allowance:

41.2 m (135 feet) from right-of-way, or

64 m (210 feet) from centre line

Or as specified by Alberta Transportation, whichever is greater

From an INTERNAL SUBDIVISION ROAD:

6.1 m (20 feet)

All other property lines: 1.52 m (5 feet)

The Development Authority may require greater setbacks than the minimum as decided on a case-by-case basis.

- (c)** The maximum height for any use and development including all appurtenances and temporary construction equipment shall not penetrate the Approach/Departure Surfaces for each runway.

OPTIONS

Option 1

Approve Development Permit 163-DP-12 as presented.

Author: L. Lambert Reviewed by: _____ CAO J. Whittleton

Option 2

Approve Development Permit 163-DP-12 with other condition.

Option 3

TABLE Development Permit 163-DP-12 until a decision is made on Bylaw 865-12 being the creation of an Airport District. Administration asks the applicant to grant the municipality an extension of an additional 40 days (Section 5.5.8(h) of the LUB) for Development Permit 163-DP-12.

Option 4

Refuse Development Permit 163-DP-12.

COSTS & SOURCE OF FUNDING:

All costs will be borne by the applicant.

RECOMMENDED ACTION:

Option 3

That Development Permit 163-DP-12 be TABLED until a decision is made on Bylaw 865-12 being the creation of an Airport District and that administration ask the applicant to grant the municipality an extension of an additional 40 days (Section 5.5.8(h) of the LUB) for Development Permit 163-DP-12.

PROPOSED BYLAW

BYLAW No. 865-12

SCHEDULE "A"

3.3 Definitions

“**HANGARS AND TERMINAL FACILITIES**” means a development, which provides services to aircraft, aircraft passengers and air freight usually located adjacent to the runway. Services provided within these facilities may include but not be limited to airport operations and administration, food and personal services, freight and baggage handling, as well as aircraft maintenance and repair.

7.31 Parking

Table B – Minimum Parking Standards

Use	Minimum Parking Requirements
HANGARS AND TERMINAL FACILITIES	1 stall per 162.6 sq m (1,750 sq ft) of gross FLOOR AREA plus 1 parking stall per full time employee and 1 parking stall per 2 part time employees.

8.28 Airport District - AP

The general purpose of this LAND USE DISTRICT is to regulate DEVELOPMENT and to provide for the orderly operation and development of Mackenzie County’s MUNICIPAL AIRPORTS.

A. PERMITTED USES	B. DISCRETIONARY USES
a) ACCESSORY BUILDING b) COMMUNICATION TOWER c) ENVIRO - TANK d) HANGARS AND TERMINAL FACILITIES	a) AUTOMOTIVE EQUIPMENT AND VEHICLE SERVICES b) BULK FUEL/PROPANE SALES c) BUS DEPOT d) CONVENIENCE STORE e) PUBLIC USE f) RESTAURANT g) RETAIL STORE h) SERVICE STATION i) TOURIST INFORMATION FACILITY

Author: L. Lambert Reviewed by: _____ CAO J. Whittleton

C. DISTRICT REGULATIONS

In addition to the Regulations contained in Section 7, the following standards shall apply to every DEVELOPMENT in this LAND USE DISTRICT.

(b) LOT Area:

At the discretion of the Development Authority.

(c) Minimum Setbacks:

From a HIGHWAY, ROAD or undeveloped ROAD allowance:

41.2 m (135 feet) from right-of-way, or

64 m (210 feet) from centre line

Or as specified by Alberta Transportation, whichever is greater

From an INTERNAL SUBDIVISION ROAD:

6.1 m (20 feet)

All other property lines: 1.52 m (5 feet)

The Development Authority may require greater setbacks than the minimum as decided on a case-by-case basis.

- (c)** The maximum height for any use and development including all appurtenances and temporary construction equipment shall not penetrate the Approach/Departure Surfaces for each runway.

D. ADDITIONAL REQUIRMENTS

- (a)** In addition to Section 7.28 of this BYLAW. The Development Authority may require any DISCRITIONARY USE to be screened from view with a vegetated buffer strip and/or other screening of a visually pleasing nature, satisfactory to the Development Authority;

- (b)** Uses and developments on airport property must comply with the respective airport plans as amended from time to time and the requirements of all other authorities, either Federal or Provincial, having jurisdiction;

- (c)** Uses, which would cause excessive discharge of toxic, noxious or other particulate matter into the atmosphere; radiation or interference by the use of electric or electronic equipment; fire and explosive hazards; lighting

Author: L. Lambert Reviewed by: _____ CAO J. Whittleton

, and accumulation of any material or waste edible by, or attractive to birds, shall not be approved;

- (d) Approval of development shall be at the discretion of the Development Authority. The impact of the proposed development on the operations of the airport, and the impact of the airport operations on the proposed development shall be the primary considerations of the Development Authority.

E. OTHER REQUIRMENTS

The Development Authority may decide on such other requirements as are necessary having due regard to the nature of the proposed DEVELOPMENT and the purpose of this LAND USE DISTRICT.

Author: L. Lambert Reviewed by: _____ CAO J. Whittleton



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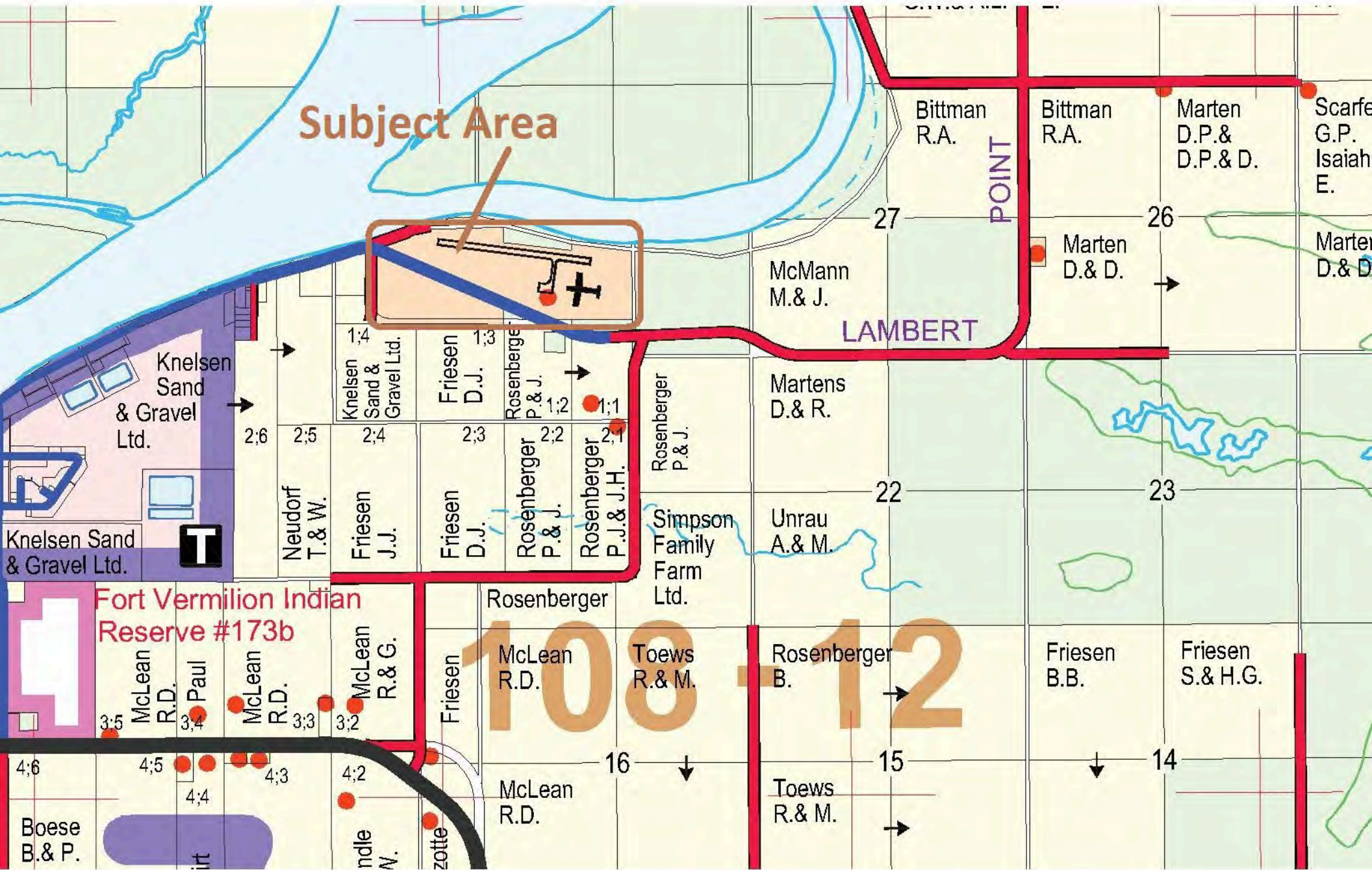
FORT VERMILION SETTLEMENT

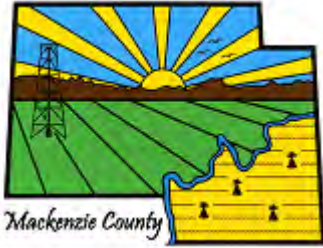
FORT VERMILION SETTLEMENT





LOT 1
DLK 1





Mackenzie County
P.O Box 1690, La Crete, AB T0H 2H0
Phone (780) 928-3983 Fax (780) 928-3636

Development Approving Authority

163-DP-12

CONDITIONS OF APPROVAL

FAILURE TO COMPLY WITH ONE OR MORE OF THE ATTACHED CONDITIONS SHALL RENDER THIS PERMIT NULL AND VOID

1. Minimum aircraft hanger setbacks shall be:

Side Yards:

1.52 meters (5 feet) from the side property lines

Front Yard:

6.09 meters (20 feet) from the front property line facing the taxiway

or setbacks required by Alberta Safety Codes and Alberta Transportation, whichever is greater. It is the responsibility of the developer to find out the Alberta Safety Codes and Alberta Transportation setbacks.

2. Submit written approval by NAV Canada to the Mackenzie County office by August 30, 2012.
3. All the conditions and requirements set forth by NAV Canada, Transport Canada and/or other Government Agencies shall be adhered to.
4. At the time of availability, Building shall be connected to the municipal water and sewer system and the cost of connection fees and or infrastructure will be borne by the owner where applicable.
5. The architecture, construction materials and appearance of buildings and other structures shall be to accepted standards and shall compliment the natural features and character of the site to the satisfaction of the Development Authority.
6. Provide adequate off street parking as follows: The minimum parking standards are 1 stall per 162.6 sq m (1,750 sq ft) of gross FLOOR AREA plus 1 parking stall per full time employee and 1 parking stall per 2 part time employees. *“One parking space, including the driveway area, shall occupy 28 square meters (300 square feet).”*
7. **The Aircraft Hanger shall meet all applicable Alberta Safety Code requirements and any other requirements specified by Superior Safety Codes. Failure to do so shall render this permit Null and Void.**
8. **PRIOR to installation of a new access or changing location of existing access contact Alberta Transportation at 780-624-6280. Access to be constructed to Alberta Transportation standards at the developer’s expense.**

9. All sewage disposals shall conform to the Alberta Private Sewage Systems Standard of Practice 2009.
10. No construction or development is allowed on or in a right-of-way. It is the responsibility of the developer/owner/occupant to investigate the utility rights-of-way, if any, that exist on the property prior to commencement of any construction and to ensure that no construction or development is completed on any utility right-of-way.
11. The total site area shall have a positive surface drainage without adversely affecting the neighbouring properties.
12. The Developer shall at all times comply with all applicable Federal, Provincial and Municipal legislation and regulations and County Bylaws and resolutions relating to the development of the lands.

Please note

1. Mackenzie County does not conduct independent environmental or land suitability checks. If the applicant is concerned about the suitability of the property for any purpose, the owner/applicant should conduct the proper tests. Mackenzie County, when issuing a development permit, makes no representation in regards to the suitability of the property for any purpose or as to the presence or absence of environmental contaminants of the property.
2. Obtain all the required Safety Codes Permits pertaining to your development. These permits consist of Building, Gas (Propane), Electrical, Plumbing and Private Sewage Disposal Systems.
3. Call 'Alberta-One-Call' before you dig. (1-800-242-3447).

It is the responsibility of the developer to ensure that the proposed development meets the requirements of the provincial Safety Codes Act. For more information on the necessary Safety Codes Permits, contact Mackenzie County's Permit Clerk at 780-928-3983.

June 27, 2012
Date of Issue of Notice of Decision

Bill Neufeld, Reeve

Important Notices

1. You may wish to appeal the decision of the Development Authority to the Subdivision and Development Appeal Board. Such an appeal shall be made in writing and shall be delivered either in person or by mail so as to reach the Secretary of Subdivision and Development Appeal Board at the Mackenzie County office not later than fourteen (14) days after the date of Issue of Notice of Decision.
2. The Land Use Bylaw 791-10 provides that any person claiming to be affected by a decision of the Development Authority may appeal to the Secretary of the Subdivision and Development Appeal Board within fourteen days after the Notice of Decision is published in the local newspaper.
3. A decision of the Subdivision and Development Appeal Board is final and binding on all parties and persons subject to an appeal upon a question of law or jurisdiction pursuant to section 688 of The Municipal Government Act. An application for leave to appeal to the Court of Appeal must be made:
 - (a) to judge of the Court of Appeal; and
 - (b) within thirty (30) days after the issue of the decision sought to be appealed.

Right of Appeal

Sections 683, 684, 685, and 686 of the Municipal Government Act, 2008, states:

- 683 Except as otherwise provided in a land use bylaw, a person may not commence any development unless the person has been issued a development permit in respect of it pursuant to the land use bylaw.
- 684 An application for a development permit is, at the option of the applicant, deemed to be refused if the decision of a development authority is not made within 40 days after receipt of the application unless the applicant has entered into an agreement with the development authority to extend the 40-day period.
- 685 (1) If a development authority
- (a) Fails or refuses to issue a development permit to a person,
 - (b) issues a development permit subject to conditions, or
 - (c) issues an order under section 645,
- the person applying for the permit or affected by the order under section 645 may appeal to the subdivision and development appeal board.
- (2) In addition to an applicant under subsection (1), any person affected by an order, decision or development permit made or issued by a development authority may appeal to the subdivision and development appeal board.
 - (3) Despite subsections (1) and (2), no appeal lies in respect of the issuance of a development permit for a permitted use unless the provisions of the land use bylaw were relaxed, varied or misinterpreted.
- 686 (1) A development appeal to a subdivision and development appeal board is commenced by filing a notice of the appeal, containing reasons, with the board within 14 days,
- (a) in the case of an appeal made by a person referred to in section 685 (1), after
 - (i) the date on which the person is notified of the order or decision or the issuance of the development permit, or
 - (ii) if no decision is made with respect to the application within the 40-day period or within any extension under section 684, the date the period or extension expires,
 - (b) in the case of an appeal made by a person referred to in section 685 (2), after the date on which the notice of the issuance of the permit was given in accordance with the land use bylaw.
- (2) The subdivision and development appeal board must hold an appeal hearing within 30 days of receipt of a notice of appeal.
 - (3) The subdivision and development appeal board must give at least 5 days notice in writing of the hearing
 - (a) to the applicant,
 - (b) to the development authority whose order, decision or development permit is the subject of the appeal, and
 - (c) to those owners required to be notified under the land use bylaw and any other person that the subdivision and development appeal board considers to be affected by the appeal and should be notified.
 - (4) The subdivision and development appeal board must make available for public inspection before the commencement of the hearing all relevant documents and materials respecting the appeal, including
 - (a) the application for the development permit, the decision and the notice of appeal, or
 - (b) the order under section 645.
 - (5) In subsection (3), "owner" means the person shown as the owner of land on the assessment roll prepared under Part 9.



Mackenzie County
P.O Box 1690, La Crete, AB T0H 2H0
Phone (780) 928-3983 Fax (780) 928-3636

Development Approving Authority

Application No.: **163-DP-12**
Legal Description: Plan 112 3958;Area A Lease Lot 4
Applicant: Ray Toews
Address: Box 549
Fort Vermilion AB T0H 1N0
Development: **Aircraft Hangar**
DECISION: **APPROVED (See Attached Conditions)**

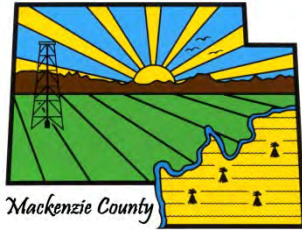
Development Permit

This permit is issued subject to the following conditions:

- (a) That the development or construction of the said land (s) will not begin until July 12, 2012..
- (b) That the development or construction shall comply with the conditions of the decision herein contained or attached.
- (c) That the development or construction will be carried out in accordance with the approved plans and application.
- (d) That this permit shall be invalid should an appeal be made against the decision. Should the Subdivision and Development Appeal Board approve the issuance of this permit, this permit shall be valid from the date of decision, and in accordance with the conditions, of the Subdivision and Development Appeal Board.
- (e) This permit is valid for a period of 12 months from the date of issue or the date of an approved decision of the Subdivision and Development Appeal Board. If at the expiry of this period the development or construction has not been commenced or carried out with reasonable diligence this permit shall be invalid.

Dated June 27, 2012

Bill Neufeld, Reeve



MACKENZIE COUNTY

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	June 27, 2012
Presented By:	William (Bill) Kostiw – Executive Director of Infrastructure Development & Government Relations
Title:	Water Management for Development of New Lands

BACKGROUND / PROPOSAL:

Mackenzie County administration has been working with a provincial team to develop a water management strategy to manage surface water in an organized fashion.

OPTIONS & BENEFITS:

The benefits are many fold including keeping peace amongst the farmers, preventing erosion and establishing a drainage plan acceptable to Alberta Environment. We intend to seek proposals from professional firms that can meet our criteria in completing a broad based study.

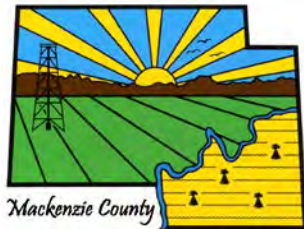
COSTS & SOURCE OF FUNDING:

The estimated cost is \$150,000.00 and would take about six months from the date of awarding. This would cover the cost of a preliminary site inspection and detailed office review. The final report would be presented to council for review and further decision. As a note the detailed construction engineering cost would be above this amount. For this year we would likely have to amend the budget.

RECOMMENDED ACTION:

That administration be instructed to proceed with a Request for Proposals for the water management for development of new lands project and review with Council to determine next steps.

Author: W. Kostiw **Review Date:** _____ **CAO** _____



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	June 27, 2012
Presented By:	Joulia Whittleton, Chief Administrative Officer
Title:	Mighty Peace Watershed Alliance – County Representative

BACKGROUND / PROPOSAL:

On June 12, 2012 council met with the Board of the Mighty Peace Watershed Alliance. They have requested that a representative from our area participate in this initiative.

The Mighty Peace Watershed Alliance (MPWA) was formed in 2011 and has been designated by the Government of Alberta (GoA) as the official Watershed Planning and Advisory Council (WPAC) for the Peace/Slave River Basin under Alberta's Water for Life Strategy.

The Mighty Peace Watershed Alliance is a multi-sector, not-for-profit society committed to planning for an ecologically healthy watershed while ensuring environmental, economic and social sustainability.

The Mighty Peace Watershed Alliance is a group of active stakeholders and communities that use consensus, adaptive management, and innovation to understand and promote living within the watershed. The Board will report on the state of the watershed, lead watershed planning activities, promote best management practices and develop educational programs.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

Travel/Subsistence/Per Diem Costs

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

RECOMMENDED ACTION:

That Councillor Flett be appointed as the County's representative on the Mighty Peace Watershed Alliance.

Author: _____ Reviewed by: _____ CAO _____



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	June 27, 2012
Presented By:	Joulia Whittleton, Chief Administrative Officer
Title:	FCSS Association Conference 2012

BACKGROUND / PROPOSAL:

Councillor Braun and Councillor Flett have expressed interest in attending the FCSS Association Conference being held in Edmonton on November 21 – 23, 2012.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

Registration Fee - \$375.00
Travel Costs – \$1,711.00
Per Diems - \$800.00

Total Cost Per Person - \$2,886.00

This conference has not been included in the 2012 budget.

RECOMMENDED ACTION:

For discussion.

Author: C. Gabriel Reviewed by: _____ CAO _____

FCSSAA 2012

Power of Prevention Conference

“ MAKING THE CONNECTION ”

November 21 – 23, 2012

Radisson Hotel // Edmonton South

Making the Connection

kə-nĕk'shən

noun.

- The act of connecting.
- The state of being connected.
- A logical link: a linking association between people, things, or events.

Be sure to mark your calendars
for this must attend conference!

Join us as the FCSS community gathers to discover and celebrate, through presentations, keynote speakers, and thoughtful discussion, how we are, and will continue to be “*Making the Connection*” in Alberta.

The presentations and sessions of this year’s conference will follow three conceptual streams:

- **Trends** - learn about emerging research and issues;
- **Tales** - hear the stories of how individuals and organizations are *Making the Connection* in their communities and beyond; and
- **Tips and tools** - practical ways to implement emerging and best practices.

Radisson Hotel Edmonton South:

A block of rooms has been reserved at the FCSSAA conference rate of \$125.00 for a Signature Room or \$175.00 for a Deluxe Room. Rooms are booked on a first come first serve basis. (Please note: if guests book Deluxe Rooms their rates will not be changed to match the Signature Room rates) Call the Radisson at 780.437.6010 or Toll Free at 800.333.3333 or book via fax at 780.431.5804. Reference the “FCSS 2012 Conference Group” to get the special rate.

An additional block of rooms has been reserved at the Delta Edmonton South Hotel and Conference Centre:

Phone during the day Monday to Friday at 780.434.6415 and ask for in-house reservations or call the global reservations line at 1.800.661.1122. To book in the block and get the special group rate, guests must identify themselves as being with the “FCSSAA 2012 Power of Prevention”. Guest rate is available based upon availability of rooms until October 22, 2012. The rate is \$129 plus tax for a Premier guestroom and additional upgraded rooms are available at an additional cost.

Hosted by the FCSS Association and the FCSS Edmonton Evergreen Region



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	June 27, 2012
Presented By:	Joulia Whittleton, Chief Administrative Officer
Title:	Alberta Forest Products Annual General Meeting and Conference

BACKGROUND / PROPOSAL:

The Alberta Forest Products Annual General Meeting and Conference is being held in Jasper from September 26-28, 2012. Mackenzie County has had representation at this conference in the past.

OPTIONS & BENEFITS:

To gain a better understanding and knowledge of the forest industry seeing as it is one of the County's major industry partners and is essential to our region.

COSTS & SOURCE OF FUNDING:

\$1,050.00 Registration Fee (before June 30, 2012) plus travel and subsistence.

The 2012 budget includes two members of Council attending this conference.

RECOMMENDED ACTION:

That the following Councillors be authorized to attend the Alberta Forest Products Annual General Meeting and Conference from September 26-28, 2012 in Jasper, Alberta.

-
-

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

Welcome to the AFPA AGM and Conference registration.

[Information](#)
[Accommodation](#)
[Agenda](#)
[Sponsorship](#)

The Alberta Forest Products Association is excited to announce its **70th Annual General Meeting and Conference on September 26 - 28, 2012**. Join forest industry leaders as they discuss the future, at the picturesque Fairmont Jasper Park Lodge.

Register by June 30, 2012 to be entered into our Early Bird draw. The Early Bird Prize will be a gift certificate redeemable at the Fairmont Jasper Park Lodge.

AFPA Conference Registration Rates	EARLY BIRD (by June 30/12)	REGULAR (after June 30/12)
AFPA Member	\$700.00	\$850.00
AFPA Member Spouse	\$575.00	\$700.00
AFPA Member or Spouse - 1 day only	\$400.00	\$475.00
Non-Member	\$1,050.00	\$1,275.00
Non-Member Spouse	\$900.00	\$1,075.00
Non-Member or Spouse - 1 day only	\$550.00	\$650.00
Golf Tournament	\$150.00	\$150.00

On-line registration deadline for the 2012 AFPA AGM and Conference is September 21, 2012.

This form will help you to:

- Register for the Conference
- Register a guest for the Conference
- Sign up for the Annual Golf Tournament

Once you are registered you will need to:

- [Reserve a hotel room at Jasper Park Lodge](#) (hotel rooms are not included in the conference rate)

Please have one of the following payment options ready:



Sign Up



70th Annual General Meeting & Conference
Fairmont Jasper Park Lodge - Jasper, Alberta

Schedule of Events
(Subject to Revision)



Wednesday September 26, 2012

(Dress: Business Casual)

- | | |
|---------|----------------------------------|
| 1:00 pm | Conference Registration |
| 5:00 pm | Reception |
| 6:00 pm | Welcome Dinner and Awards |

Thursday September 27, 2012

(Dress – Business Casual)

- | | |
|-------------------|---|
| 7:00 - 9:00 am | Breakfast |
| 8:00 - 12:00 noon | Conference Registration |
| 8:30 – 9:45 am | AFPA Annual General Meeting – AFPA Members Only
The Annual General Meeting is open to AFPA member company delegates only. |
| 10:00 - 11:15 am | Panel Session |
| 11:45 – 1:30 pm | Luncheon with Guest Speaker
◆ Awards Presentation |
| 1:45 – 3:00 pm | Panel Session |
| 3:15 – 4:30 pm | Panel Session |
| 5:00 – 6:00 pm | Sponsor Reception |
| 6:00 - 8:30 pm | Dinner (<i>Dress – Business</i>)
◆ Keynote Speaker: Premier Alison Redford has been invited |

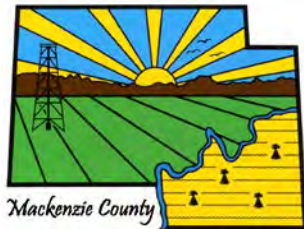
Friday September 28, 2012

(Dress: Golf)

7:00 - 9:00 am	Breakfast
8:30 – 9:30 am	Panel Session
9:45 - 11:15 am	Panel Session
11:30 – 12:45 pm	Luncheon with Guest Speaker
1:00 – 6:00 pm	24th Annual Arden Rytz Golf Tournament – Shotgun start
6:00 - 9:30 pm	Dinner and Golf Prizes

❖ *All Meals and Receptions are held in the Beauvert Dining Room*

❖ *Registration, Meetings and Panel Sessions are all held in the Mary Schaffer Ballroom unless otherwise specified*



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	June 27, 2012
Presented By:	Joulia Whittleton, Chief Administrative Officer
Title:	Town of Peace River – Letter of Support

BACKGROUND / PROPOSAL:

The Town of Peace River has been invited to meet with WestJet on June 28, 2012 with the hope of attracting them to the Peace River airport. A third-party industry-specific consultant will be leading this presentation. They have requested Mackenzie County's official support in this initiative.

OPTIONS & BENEFITS:

To increase air service options to the northern region.

COSTS & SOURCE OF FUNDING:

N/A

RECOMMENDED ACTION:

That a letter be sent to the Town of Peace River indicating Council's support of their initiative to bring WestJet air service to the region.

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



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	June 27, 2012
Presented By:	Joulia Whittleton, Chief Administrative Officer
Title:	Information/Correspondence

BACKGROUND / PROPOSAL:

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

- La Crete Recreation Board Meeting Minutes – May 24, 2012
- High Level Forests Public Advisory Group Meeting Minutes – June 5, 2012
-
-
-
-
-
-
-
-
-
-
-
-

RECOMMENDED ACTION:

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

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

**LA CRETE RECREATION SOCIETY
REGULAR MEETING
MAY 24, 2012**

**Northern Lights Recreation Centre
La Crete, Alberta**

Present: Abe Fehr, President
Terry Tosh, Vice-President
Darlene Bergen, Secretary-Treasurer
George Fehr, Director
Wendy Morris, Director
George Derksen, Director
John Zacharias, Director
Peter F. Braun, MD Rep
Philip Doerksen, Arena Manager
Lori Bergen, Bookkeeper/Administrative Assistant

Absent: Simon Wiebe, Director

Call to Order: Chair Fehr called the meeting to order at 6:09 p.m.

Approval of Agenda

1. George Fehr moved to accept the Agenda as amended.
8.6 Review Capital Grant Funding CARRIED

Approval of Previous Meeting's Minutes

1. George Fehr moved to accept the April 12, 2012 Regular Meeting Minutes as presented. CARRIED

Business from the Minutes

1. Philip and George attended the ATCO Community Symposium in Peace River.
2. Philip contacted the golf course to let them know we are not operating the driving range this year.
3. Discussed the Rec Director Position and vision. Could discuss this with the Chamber of Commerce.

Review of Action Sheet

1. Reviewed items for information only.

Financial Report

1. Reviewed financial reports.
2. Discussed set up of comparative income statement.
3. Reviewed the loggers and truckers tournament income and expenses.

4. Abe Fehr moved to accept the Financials as presented.

CARRIED

Manager's Report – Philip Doerksen

1. Manager's Report was reviewed for information.
2. The arena parking lot is a muddy mess. Sloping is an issue for water draining. Philip will contact the County about this issue.
3. Philip met with Abe regarding his relationship with the Board.
4. Water softener and heaters by the player's bench have been installed.

CARRIED

New Business

- 8.1 Bill Martens Bursary – Wendy will present this to Lena Martens and advertise at LCPS and in the Big Deal Bulletin.
- 8.2 Clean-up of old Financials – Will have Lori call Revenue Canada regarding guidelines for non-profits about rules on keeping old financials.
- 8.3 Shaw TV – Discussed getting receivers for TV under YAC first. If not, purchase SportsNet and TSN and install Shaw TV.
- 8.4 La Crete Outdoor Rink Boards – The boards are rising each year and have been temporarily fixed a few times. Philip will research options for fixing this.
- 8.5 Board Cleaning by Big Hill Services – Will have Big Hill Services clean the boards this year.
- 8.6 Review Capital Grant Funding – reviewed County approved capital grant projects.

Darlene Bergen moved to go in camera at 8:17 p.m.

Abe Fehr moved to go out of camera at 8:27 p.m.

George Derksen moved that the meeting be adjourned at 8:27 p.m.

Next Meeting: June 14, 2012



HIGH LEVEL FORESTS PUBLIC ADVISORY GROUP

MINUTES

Tuesday, June 5, 2012

5:00 pm – Town of High Level office, Room 110
High Level, Alberta

ATTENDANCE:

Jeremy Beal (CSA Coordinator)	Boyd Langford (TRL)
Pat Cabezas (N'Deh)	Marilee Cranna Toews
George Friesen (Friesen Industries)	Melanie Plantinga (Tolko HLLD)

REGRETS:

John Thurston (Member of the public)	Joy Friesen (HBSWS)
Don Warman (High Level Chamber)	Paul Catt (WMWS)
Randy Hellwig (Beaver First Nation)	Veronica Tallcree (LRR)
Mark Andrews (Cenovus)	Aaron Doepel (LCSM)
Darren Carnell (LRRF)	Steve Beson
Teresa Griffiths (Flow North Paddling Co.)	Steven Butler (WMWS)
Walter Sarapuk (MacKenzie County)	Richard Martens (Taqa North)
Lindee Dumas (LRRCN)	

Recording Secretary: Melanie Plantinga

1. CALL TO ORDER

Meeting called to order at 5:21 pm.

2. ADOPTION OF THE AGENDA

Moved by Boyd Langford
Seconded by Pat Cabezas
Carried

3. APPROVAL OF MINUTES (April 10, 2012)

Moved by Boyd Langford
Seconded by George Friesen
Carried

3.1 Action Items

- Clipping service – Jeremy will show Melanie how to gather news clippings and the Clipping service will resume next meeting
- Audit Report – Summary was reviewed the full copy is available on request. George, Pat and Marilee, request copies of the Complete Audit Report. Melanie to send the report.

(Break for meal)

4. NEW BUSINESS

4.1 Review PAG Terms of Reference to meet 2008 CSA Standard Recommendations from consultant.

- See List of Changes to HLFPA TOR and High Level Public Advisory Group (PAG)
 - Second Note: “The scope of the Defined Forest Area (DFA) referred to in this Terms of Reference is defined in the most current version of the Sustainable Forest Management Plan of the High Level Lumber Division.” Added
- Operating Guidelines: “Participation in the Public Advisory Group is open to all interested members of the public. New members will be accepted providing there is balance in the interests represented and the size of the group is not becoming too large.” Pat asks how the PAG insures that there is balance in the represented interest. Jeremy explains that participants from different sectors are invited and encouraged to attend. This has traditionally been the Job of the facilitator. Tolko etc. also attempt to minimize staff attendance to people performing advisory and administrative duties only.
 - Should remove “the size of the group is not becoming too large.” Since the PAG is not at risk of becoming too large at present this statement should be removed.
- Pg. 4 Under “Timelines” in the sentence “Providing input to Tolko’s operations on the Defined Forest Area (DFA) occurs on an ongoing basis.” “Tolko” should be changed to “company”.
- Under “Measuring Participant Satisfaction” the sentence: An annual questionnaire will be used to gauge the satisfaction of participants with the public advisory group process” will be added.

Move to accept: Marilee Cranna Toews

Seconded by George Friesen

Carried

4.2 2010-2011 SFM Annual Performance Summary with details

- “2010-2011 SFM Performance Highlights” will be posted on the website, however our focus to review in this meeting will be the 2010-2011 Annual Performance Report Summary – Backup.
 - Focus will be to review targets that were not achieved.
 - Commitment No. 1: 100% Adherence to PFMS.
 - Not enough mixed / conifer due to Footner closing. Exceeded variance, though with Government approval from meeting in 2008 following curtailment of FFP. Operations on the FMA have changed therefore the Spatial Harvest Sequence does not suit current operations. We are generating a new Timber Stand Analysis and Spatial Harvest Sequence to adjust for changed operations on the Forest Management Agreement area..
 - Commitment No. 5: .
 - Habitat availability: Not following due to variances from Spatial Harvest Sequence
 - Question about other requirements in the indicator regarding how Tolko is involving public regarding identifying wildlife. No trade shows were held during the period in question to allow for public to comment on wildlife species and public was not asked about wildlife species in another way
 - Suggestion: considering that allowing the public to comment on Species at Risk is a part of this indicator, the addition of Species at Risk to agenda from time to time may help to fulfill this commitment.
 - Commitment No 6:
 - Retention: Vertical retention achieved. Horizontal retention of 5.0% area of harvest blocks in lesser vegetation was not achieved. Jeremy emphasized that the required retention may have been achieved. Because of errors in reporting we cannot report with certainty that this objective has been met. For example the areas near waterways and areas noted as unproductive have been retained but not noted as horizontal retention.
 - Pat asks the question, “if the company is unable to meet targets set in the SFM do we inform the PAG before, during or after the failure to achieve?” Jeremy replied that it depends on the target and when it is to be achieved. Sometimes the company does not realize that it will not meet a goal until the end of the season. The Continual Improvement process – Plan (say what we are

going to do), Do (harvest), Check (achieve), Act (what will we do better). The company strives for continual improvement, targets may be too high or too low. For targets which are not reached the company creates a corrective action plan to try to do better. The company is currently rewriting the SFMP and all indicators will be reassessed for targets, how the indicator is being monitored, and when will reporting occur and how it will be done. Goal is for quick reporting to enable continual improvement plus have realistic targets that the company needs to strive to meet.

- Commitment 18: Adherence to PFMS (Water yield)
 - The initial water yield forecast was based on following the spatial harvest sequence. Considering that operations have varied from the SHS we need to assume the water yield forecast does not hold true.
 - Marilee asks “How is the water yield determined?” Computer forecast model.
 - Marilee noted an early algae bloom. “Is there observation of water bodies?” Jeremy responded not by Tolko but perhaps Alberta Environment. “Has something happened to create early blooms?” Standing vs. moving water. Unknown.
- Commitment 19: Riparian buffers
 - One buffer zone infraction due to incident during 2009-10.
 - George asked “Was the trespass by a Site preparation contractor?” This has been an occurrence in past years but Jeremy was unsure if this infraction was related to site preparation.
- Commitment 32:
 - Classroom presentation: attempts were made to arrange for a classroom presentation at High Level Public however after repeated rescheduling over a few months the school year ended and Tolko was unsuccessful.
 - No request for Forestry Tours/mill tour
 - Unique presentation at PAC: no opportunity for presentation as the PAG process was just getting underway
 - GDP Open House: 1
 - Unique Forestry Awareness Newspaper Ads: 0
 - Because the company offers monetary support to the Northern Lights Forest Education Society, the company will use their activities to complement our forestry awareness program.

- Marilee suggests that John Thurston used to offer Macheses Lake Forestry tours for the schools, could this help satisfy the classroom presentation requirement? Yes it could, but we are unaware if this activity is still occurring.
- Marilee suggests that the “Get to know you nights” might be better than “Trade Shows” as opportunities for Forest Education.

4.3 Update on progress with rewriting SFM Plan

4.3.1 Indicator write-ups

- Diane is rewriting the SFM plan to ensure it meets the new standards and maintains the objectives of the previous SFMP. She has done research on the practices of other companies. She will offer suggestions of changes to the SFMP. They will be drafted and then brought forward to the public for consultation. Drafts of all indicators and targets will be completed in August with the plan to bring forward to public in September.

4.3.2 PAG review of new indicators.

- Jeremy would like to review the new indicators with PAG in September?
- Combining a PAG review of new & amended indicators/targets with a public open house would meet new CSA Standard requirement.

4.3.3 Open house September 11, 2012

4.4 Addition to agenda: Mandatory Discussion Items from April

4.4.1 Climate Change impacts and adaption

- Handout from “Canadian Council of Forest Ministers” what may be the impact of climate change to Canada’s forests. Jeremy reviewed some statements within the introduction portion of the document to give the PAG a general overview of what Canadian governments are forecasting as the effects of climate change.
 - Executive summary: “Over the next decades, the climate in Canadian forests will shift northward at a rate that will likely exceed the ability of individual tree species to migrate.”
 - General Effects pg3
 - Pg. 4 regeneration success, forest health (eg mountain pine beetle), productivity (changes to water cycle), amount of growing stock, species ranges, composition, age class distribution, forest structure.
 - Northern and southwestern boreal forests are highly vulnerable to climate change.

- Species are threatened by climate change some are more threatened than others.
- Uncertain: Eg. Mountain Pine Beetle.
- Pg. 6 Options & Opportunities. Facilitating migration, gene pools, etc. Protect what you have. Modify management of current forest.
 - Seed plantations in new locations: Alberta is doing this.
 - Seed zone: What is the best way to move the trees from their seed zones? Alberta is doing this
- Partial picture (pg 7). How does lack of spruce tree effect everything else.

Comment from Pat is that the environment is always changing. This is not always a loss, but an opportunity. Who can predict where the opportunities may lead? Peoples instinct is to stop change. But change will occur regardless.

4.4.2 Proportion of naturally disturbed area that is not salvage (under fire indicator)

- This mandatory discussion item is actually covered in an existing indicator around salvaging damage timber following fires. Therefore this discussion is considered already reviewed with the PAG.

5. CLIPPING SERVICE

- 5.1** Don't have anything to provide. Jeremy and Melanie will touch base and provide this at the next meeting.

6. AROUND THE TABLE

- 6.1** George has noted that processing has begun in the satellite yards. Jeremy explains that DMI is processing tops for chips to use in their operations. 50% or so of Tolko's harvested volume is within Satellite yards. With DMI chipping the tops of trees the overall utilization of fiber is greatly increased.
- 6.2** Boyd mentioned there is a Tri-council meeting upcoming (THL, TRL, MD). They plan to discuss the Landuse frame work. Troy will be present to speak about the burner.
- 6.3** Pat- On July 18th minister for Aboriginal Affairs is coming to the region to meet with Chief Ahnnasay.

7. NEXT MEETING – September 11, 2012

8. ADJOURNMENT – Meeting Adjourned, 7:52pm