

MACKENZIE COUNTY

REGULAR COUNCIL MEETING

MAY 23, 2012

4:00 P.M.

COUNCIL CHAMBERS
FORT VERMILION, AB

**MACKENZIE COUNTY
REGULAR COUNCIL MEETING**

**Wednesday, May 23, 2012
4:00 p.m.**

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

AGENDA

			Page
CALL TO ORDER:	1.	a) Call to Order	
AGENDA:	2.	a) Adoption of Agenda	
STRATEGY & POLICY SESSION:	3.	a) None	
ADOPTION OF PREVIOUS MINUTES:	4.	a) Minutes of the May 1, 2012 Regular Council Meeting	7
		b)	
DELEGATIONS:	5.	a) All North Consultants Ltd. – 5:00 p.m.	21
		b) Randy Affolder, Alliance Assessment	23
GENERAL REPORTS:	6.	a) Municipal Planning Commission Meeting Minutes – April 12 and 26, 2012	25
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COMMUNITY & PROTECTIVE SERVICES:	7.	a) Bylaw 864-12 Hamlet Residential Waste Collection	45
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		c) Future Landfill Land Acquisition	97
		d)	

OPERATIONAL SERVICES:	8.	a)	Highway 88 Connector Tender – 4:15 p.m.	99
		b)	Regravelling Tender – 4:30 p.m.	101
		c)	Infrastructure to New Agricultural Lands	103
		d)	High Level Flood Control Phase II Contract	105
		e)	Hamlet Speed Zone (La Crete)	109
		f)	Engineering Services	113
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PLANNING & DEVELOPMENT:	9.	a)	Bylaw 863-12 Plan Cancellation Plan 022 7583, Block 15, Lot 14 (La Crete)	115
		b)	Bylaw 865-12 Land Use Bylaw Amendment for the Creation of an Airport Land Use District (AP)	123
		c)	La Crete Airport – East Lots Site Plan	131
		d)	Town of Rainbow Lake – Draft Municipal Development Plan	137
		e)		
		f)		
PUBLIC HEARINGS:	10.	a)	None	
CORPORATE SERVICES:	11.	a)	Policy FIN031 Methods of Payment (<i>policy will be provided at the meeting</i>)	
		b)	Assessment Contract	139
		c)	Audit Contract	143
		d)	July 10, 2012 Regular Council Meeting	147
		e)	Geo Tourism Canada – The Ghost of Mac 2012 Voyage	149

f)

g)

**INFORMATION /
CORRESPONDENCE:** 12. a) Information /Correspondence 153

**IN CAMERA
SESSION:** 13. a) Legal

- Access to Plan 0023789, Block 1, Lot 1
- Fire Service to First Nation's Reservations
- Ambulance Building Leases

b) Labour

- AUPE Negotiations Update

c) Land

- Forest Products Development & Roadmap

**NEXT MEETING
DATE:** 14. a) Regular Council Meeting
Tuesday, June 12, 2012
10:00 a.m.
Fort Vermilion Council Chambers

ADJOURNMENT: 15. a) Adjournment



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	May 23, 2012
Presented By:	Joulia Whittleton, Chief Administrative Officer
Title:	Minutes of the May 1, 2012 Regular Council Meeting

BACKGROUND / PROPOSAL:

Minutes of the May 1, 2012 Regular Council meeting are attached.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

RECOMMENDED ACTION:

That the minutes of the May 1, 2012 Regular Council meeting be adopted as presented.

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

**MACKENZIE COUNTY
REGULAR COUNCIL MEETING**

**Tuesday, May 1, 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
John Klassen	Director of Operations
Al Hoggan	Director of Community & Protective Services
William (Bill) Kostiw	Exec. Director of Infrastructure Development & Government Relations
Carol Gabriel	Executive Assistant

ALSO PRESENT: Members of the media and the public.

Minutes of the Regular Council meeting for Mackenzie County held on May 1, 2012 in the Fort Vermilion Council Chambers.

CALL TO ORDER: 1. a) Call to Order

Reeve Neufeld called the meeting to order at 10:20 a.m.

AGENDA: 2. a) Adoption of Agenda

MOTION 12-05-287 MOVED by Deputy Reeve Sarapuk

That the agenda be adopted as with the following additions:

- 8. c) La Crete Lagoon Land Purchase
- 9. b) Development Permit Application 20-DP-12

- Dwelling-Single Detached Development within
One Mile of the La Crete Airport (La Crete Rural)
9. c) 100 A Street (La Crete)

CARRIED

**STRATEGY & POLICY
SESSION:**

3. a) None

**ADOPTION OF
PREVIOUS MINUTES:**

4. a) **Minutes of the April 11, 2012 Regular Council
Meeting**

MOTION 12-05-288

MOVED by Councillor Braun

That the minutes of the April 11, 2012 Regular Council meeting
be adopted as AMENDED.

CARRIED

4. b) **Minutes of the April 20, 2012 Special Council
(Budget) Meeting**

MOTION 12-05-289

MOVED by Councillor Bateman

That the minutes of the April 20, 2012 Special Council budget
meeting be adopted as presented.

CARRIED

GENERAL REPORTS:

6. a) **Municipal Planning Commission Meeting Minutes –
March 29, 2012**

MOTION 12-05-290

MOVED by Councillor Wardley

That the Municipal Planning Commission meeting minutes of
March 29, 2012 be received for information.

CARRIED

6. b) **Agricultural Service Board Meeting Minutes**

MOTION 12-05-291

MOVED by Councillor J. Driedger

That the Agricultural Service Board meeting minutes of
January 19, 2012 be received for information.

CARRIED

**6. c) Mackenzie Library Board Meeting Minutes –
February 13, 2012**

MOTION 12-05-292

MOVED by Councillor J. Driedger

That the Mackenzie Library Board meeting minutes of February 13, 2012 be received for information.

CARRIED

6. d) CAO Report

MOTION 12-05-293

MOVED by Councillor Wardley

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

CARRIED

**COMMUNITY &
PROTECTIVE
SERVICES:**

7. a) Fire Chief Appointment Fort Vermilion Fire Service

MOTION 12-05-294

MOVED by Councillor Flett

That Fire Chief Peter Wiebe be appointed as the Fire Chief to the Fort Vermilion Fire Service on an interim one (1) year basis.

CARRIED

Reeve Neufeld recessed the meeting at 10:59 a.m. and reconvened the meeting at 11:14 a.m.

**OPERATIONAL
SERVICES:**

8. a) Dust Control Areas

MOTION 12-05-295

MOVED by Councillor Braun

That the 2012 Mackenzie County dust control maps be accepted as AMENDED.

CARRIED

DELEGATION: 5. a) **S/Sgt. Shane Ramteemal, High Level RCMP**

MOTION 12-05-296 **MOVED** by Councillor Wardley

That the presentation by S/Sgt. Shane Ramteemal, High Level RCMP, be received for information.

CARRIED

Reeve Neufeld recessed the meeting at 12:09 p.m. and reconvened the meeting at 12:59 p.m.

PUBLIC HEARING: 10. a) **Bylaw 858-12 Plan Cancellation for Consolidation Purposes Plan 962 4275, Block 4, Lots 28 and 29 (Zama)**

Reeve Neufeld called the public hearing for Bylaw 858-12 to order at 1:00 p.m.

Reeve Neufeld asked if the public hearing for proposed Bylaw 858-12 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 plan cancellation bylaw. 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 plan cancellation bylaw. There were no questions.

Reeve Neufeld asked if any submissions were received in regards to proposed Bylaw 858-12. No submissions were received.

Reeve Neufeld asked if there was anyone present who would like to speak in regards to the proposed Bylaw 858-12. There was no one present to speak to the proposed bylaw.

Reeve Neufeld closed the public hearing for Bylaw 858-12 at 1:02 p.m.

MOTION 12-05-297 **MOVED** by Councillor Wardley

That second reading be given to Bylaw 858-12, being a Plan Cancellation Bylaw to cancel and consolidate Plan 962 4275, Block 4, Lots 28 and 29 into one lot in the Hamlet of Zama.

CARRIED

Councillor Braun rejoined the meeting at 1:02 p.m.

MOTION 12-05-298

MOVED by Councillor Derksen

That third reading be given to Bylaw 858-12, being a Plan Cancellation Bylaw to cancel and consolidate Plan 962 4275, Block 4, Lots 28 and 29 into one lot in the Hamlet of Zama.

CARRIED

11. c) Tax Forfeiture Land for Sale by Public Auction

MOTION 12-05-299

MOVED by Councillor Wardley

That the tax forfeiture land for sale by public auction be removed from the agenda.

CARRIED

MOTION 12-05-300

Requires 2/3

MOVED by Deputy Reeve Sarapuk

That the 2012 dust control applicants be refunded \$250.00.

Deputy Reeve Sarapuk requested a recorded vote.

In Favor

Councillor Derksen
Councillor Flett
Reeve Neufeld
Deputy Reeve Sarapuk
Councillor Jorgensen
Councillor Braun

Opposed

Councillor J. Driedger
Councillor Wardley
Councillor Bateman
Councillor D. Driedger

DEFEATED

8. c) La Crete Lagoon Land Purchase (ADDITION)

MOTION 12-05-301

Requires Unanimous

MOVED by Councillor Braun

That Mackenzie County makes application to Sustainable Resource Development for the purchase of SE 15-106-15-W5M for the La Crete Lagoon Project.

CARRIED UNANIMOUSLY

**PLANNING &
DEVELOPMENT:**

9. a) 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)

MOTION 12-05-302

MOVED by Councillor J. Driedger

That first reading be given to Bylaw 860-12, being a Land Use Bylaw amendment to rezone Plan 992 5332; Block 1; Lot 3 from Rural Country Residential 2 (RC2) to Agricultural (A), subject to public hearing input.

CARRIED

9. b) Development Permit Application 20-DP-12 Dwelling-Single Detached Development within One Mile of the La Crete Airport (La Crete Rural) (ADDITION)

MOTION 12-05-303

Requires Unanimous

MOVED by Councillor J. Driedger

That Development Permit Application 20-DP-12, in the name of William and Gertrude Schmidt, on Plan 902 3718, Block 1, Lot 1 (Part of SE 1-106-15-W5M), be APPROVED as presented.

CARRIED UNANIMOUSLY

9. c) 100 A Street (La Crete) (ADDITION)

MOTION 12-05-304

Requires Unanimous

MOVED by Councillor Jorgensen

That the 100A Street in La Crete discussion be received for information.

CARRIED

**CORPORATE
SERVICES:**

11. a) Bylaw 861-12 – 2012 Tax Rate Bylaw

MOTION 12-05-305

Requires 2/3

MOVED by Councillor Wardley

That first reading be given to Bylaw 861-12 being the 2012 Tax Rate bylaw for the Mackenzie County as AMENDED.

CARRIED

MOTION 12-05-306

Requires 2/3

MOVED by Councillor J. Driedger

That second reading be given to Bylaw 861-12 being the 2012 Tax Rate bylaw for the Mackenzie County.

CARRIED

MOTION 12-05-307

Requires Unanimous

MOVED by Councillor Derksen

That consideration be given to go to third reading of Bylaw 861-12 being the 2012 Tax Rate bylaw for the Mackenzie County.

CARRIED UNANIMOUSLY

MOTION 12-05-308

Requires 2/3

MOVED by Councillor D. Driedger

That third reading be given to Bylaw 861-12 being the 2012 Tax Rate bylaw for the Mackenzie County.

CARRIED

11. b) Policy ADM050 Council/Administration Protocol Policy

MOTION 12-05-309

MOVED by Councillor Bateman

That Policy ADM050 Council/Administration Protocol Policy be approved as AMENDED.

CARRIED

Reeve Neufeld recessed the meeting at 2:08 p.m. and reconvened the meeting at 2:19 p.m.

8. b) Zama Access Road Upgrade Tender Opening 2:01 p.m.

MOTION 12-05-310

MOVED by Councillor J. Driedger

That the Zama Access Road Upgrade tenders be opened.

CARRIED

Tenders Received:

Ledcor Tender Withdrawn by Fax

Wapiti

Schedule A	Schedule B	Total
\$6,289,155.00 (original bid)	\$294,876.81 (original bid)	\$6,584,031.81 (original bid)
\$376,320.00 reduction (faxed adjustment)	\$100,942.65 reduction (faxed adjustment)	\$6,106,769.16 (total reduction of \$477,262.66)

Knelsen Sand & Gravel

Schedule A	Schedule B	Total
\$5,490,725.00	\$234,580.00	\$5,725,305.00

MOTION 12-05-311

MOVED by Councillor Wardley

That the Zama Access Road Upgrade tender schedule A and B be awarded to the lowest qualified bidder.

CARRIED

11. d) AUPE Negotiations Committee

MOTION 12-05-312

MOVED by Councillor Derksen

That Deputy Reeve Sarapuk and Councillor Braun be appointed to the AUPE negotiating committee with Councillors Wardley and Reeve Neufeld as alternate members.

CARRIED

11. e) Mackenzie County Logo

MOTION 12-05-313

MOVED by Councillor Wardley

That Mackenzie County Logo B be approved as presented.

CARRIED

11. f) Peace Oil Sands Conference

MOTION 12-05-314

MOVED by Councillor Flett

That Councillor Bateman be authorized to attend the Peace Oil Sands Conference on May 1 – 3, 2012 in Peace River.

CARRIED

MOTION 12-05-315

MOVED by Deputy Reeve Sarapuk

That Councillor Jorgensen be authorized to attend the Peace Oil Sands Conference on May 1 – 3, 2012 in Peace River.

CARRIED

MOTION 12-05-316

MOVED by Councillor Bateman

That Motion 12-05-314 be rescinded.

CARRIED

11. g) Ratepayers Meeting – Buffalo Head Prairie

MOTION 12-05-317

MOVED by Councillor D. Driedger

That the June 28, 2012 ratepayers meeting be held at the Blue Hills Community School.

CARRIED

11. h) Land Use Framework Draft Position Paper

MOTION 12-05-318

MOVED by Councillor D. Driedger

That administration be directed to submit the Agricultural Land Use Planning Committee's comments to the Mackenzie Municipal Services Agency with a recommendation to incorporate these into the final draft Municipal Perspectives of the Land-use Framework: A Position Paper for the Upper and Lower Peace Regions as AMENDED.

CARRIED

11. i) Fort Vermilion School Division Awards Ceremony

MOTION 12-05-319

MOVED by Councillor Jorgensen

That the Reeve or designate be authorized to attend the 2012 Fort Vermilion Awards Ceremony on May 25, 2012 in High Level, Alberta.

CARRIED

**INFORMATION/
CORRESPONDENCE:**

12. a) Information/Correspondence

MOTION 12-05-320

MOVED by Councillor D. Driedger

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

CARRIED

IN CAMERA SESSION:

MOTION 12-05-321

MOVED by Deputy Reeve Sarapuk

That Council move in-camera to discuss issues under the Freedom of Information and Protection of Privacy Regulations 18 (1) at 3:20 p.m.

13. a) Legal

13. b) Labour

13. c) Land

CARRIED

MOTION 12-05-322

MOVED by Councillor D. Driedger

That Council move out of camera at 4:59 p.m.

CARRIED

13. a) Legal – Inter-municipal Relations/ Negotiations

MOTION 12-05-323

MOVED by Councillor D. Driedger

That the response to the Town of Rainbow Lake and the Town of High Level regarding the County's support and participation in the regional collaboration study be sent as outlined in the letter.

CARRIED UNANIMOUSLY

MOTION 12-05-324
Requires Unanimous

MOVED by Councillor Jorgensen

That the County requests that the Government of Alberta take over the paving and maintenance of the Highway 88 Connector and Zama Access Road as primary highways.

MOTION 12-05-325

MOVED by Councillor D. Driedger

That Motion 12-05-324 be postponed for further information.

CARRIED

13. b) Labour

MOTION 12-05-326

MOVED by Deputy Reeve Sarapuk

That the labour update be received for information.

CARRIED

13. c) Land – Roads to New Lands & Water Management

MOTION 12-05-327

MOVED by Councillor Wardley

That the roads to new lands be referred to the Agricultural Land Use Planning Committee.

CARRIED

**NEXT MEETING
DATE:**

14. a) Regular Council Meeting
Wednesday, May 23, 2012
4:00 p.m.
Fort Vermilion Council Chambers

ADJOURNMENT:

15. a) Adjournment

MOTION 12-05-328

MOVED by Councillor Jorgensen

That the meeting be adjourned at 5:19 p.m.

CARRIED

These minutes will be presented to Council for approval on May 23, 2012

Bill Neufeld
Reeve

Joulia Whittleton
Chief Administrative Officer

UNAPPROVED



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	May 23, 2012
Presented By:	Joulia Whittleton, Chief Administrative Officer
Title:	DELEGATION All-North Consultants Ltd. – 5:00 p.m.

BACKGROUND / PROPOSAL:

Presentation by All-North Consultants Ltd.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

RECOMMENDED ACTION:

That the presentation by All-North Consultants be received for information.

Author: C. Gabriel Review by: _____ CAO _____



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	May 23, 2012
Presented By:	Joulia Whittleton, Chief Administrative Officer
Title:	DELEGATION Randy Affolder, Alliance Assessment

BACKGROUND / PROPOSAL:

Presentation by Randy Affolder, Alliance Assessment.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

RECOMMENDED ACTION:

That the presentation by Alliance Assessment be received for information.

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



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	May 23, 2012
Presented By:	Joulia Whittleton, Chief Administrative Officer
Title:	Municipal Planning Commission Meeting Minutes – April 12 and April 26, 2012

BACKGROUND / PROPOSAL:

Information item. The adopted minutes of the April 12 and 26, 2012 meeting are attached.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

RECOMMENDED ACTION:

That the Municipal Planning Commission meeting minutes of April 12 and April 26, 2012 be received for information.

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

**Mackenzie County
Municipal Planning Commission Meeting**

**Mackenzie County Office
La Crete, AB**

Thursday, April 12, 2012 @ 10:00 a.m.

PRESENT

John W. Driedger	Chair, Councillor, MPC Member
Wally Schroeder	Vice-Chair, MPC Member
Beth Kappelar	MPC Member
Danny Friesen	MPC Member (arrived at 10:07 a.m.)
Jacque Bateman	MPC Member, Councillor (via teleconference)

ADMINISTRATION

Liane Lambert	Development Officer
Christopher Wilcott	Planner
Samuel Wahab	Planner
Jennifer Braun	Administrative Assistant

1. CALL TO ORDER

John W. Driedger called the meeting to order at 10:02 a.m.

2. ADOPTION OF AGENDA

MOTION 12-050 **MOVED** by Beth Kappelar

That the agenda be adopted as presented.

CARRIED

3. MINUTES

a) Adoption of Minutes

MOTION 12-051 **MOVED** by Wally Schroeder

That the minutes of the March 29, 2012 Municipal Planning Commission meeting be adopted as presented.

CARRIED

b) Business Arising from Previous Minutes

No business arising from the previous Minutes.

4. DELEGATIONS

There were no delegations present.

5. DEVELOPMENT

**a) Development Permit Application 48-DP-12
Herman Neufeld; Dwelling – Single Family with Garage - Attached
Plan 112 3694, Block 2, Lot 2; La Crete**

MOTION 12-052 **MOVED** by Jacquie Bateman

That Development Permit 48-DP-12 on Plan 1123694; Block 2; Lot 2 in the name of Herman Neufeld be APPROVED with the following conditions:

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

1. Minimum building setbacks are: 15.2 meters (50 feet) front (south) yard; 7.6 meters (25 feet) rear (north) yard; 4.6 meters (15 feet) east and west side yards, from the property lines.
2. **The lowest opening of the building shall be a minimum of 2.0% above the centerline elevation of the street abutting the property.**
3. **Mackenzie County shall not be held liable for any concerns, issues or damages related to and/or resulting from the water tables and any other water problems as a result of any low land levels of the proposed development. It is the responsibility of the developer to ensure that adequate drainage and other precautions are taken to avoid water seepage into the basement and/or flooding of the basement.**
4. The architecture, construction materials and appearance of buildings and other structures shall be to accepted standards and shall compliment the natural features and character of the

site and the aesthetics of the neighbouring houses to the satisfaction of the Development Authority.

5. The Municipality has assigned the following address to the noted property 9209-91 Avenue. You are required to display the address (9209) 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.
6. This permit approval is subject to the access to the property being constructed to County standards. PRIOR to installation of a new access or changing location of existing access, complete a Request for Access form by contacting the Operational Services Department for Mackenzie County at 780-928-3983. Access to be constructed at the developers' expense.
7. Building to be connected to the Municipal water and sewer system and the cost of connection fees will be borne by the owner.
8. Provide adequate off street parking as follows: The minimum parking shall be 300 square feet per vehicle owned plus an additional 500 square feet for off street parking.
9. 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.
10. The total site area (lot) shall have a positive surface drainage without adversely affecting the neighbouring properties.
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.

CARRIED

- b) Development Permit Application 51-DP-12
John Zacharias; Dwelling – Single Family with Garage –
Attached – Front Yard Setback Variance of 42%
SE 14-104-17-W5M; La Crete**

MOTION 12-053 **MOVED** by Beth Kappelar

That Development Permit 51-DP-12 on SE 14-104-17-W5M in the name of John Zacharias 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. A variance is granted to allow for a minimum building setbacks are: 23.77 meters (78 feet) from the south road allowance and 15.24 meters (50 feet) from any other property lines.
2. The existing residence (Single Family Dwelling) shall be removed from the property after occupancy of the new Single Family Dwelling (house).
3. The architecture, construction materials and appearance of buildings and other structures shall be to accepted standards.
4. No ancillary/farm buildings erected/or moved onto the site shall be used as a dwelling.
5. All sewage disposals shall conform to the Alberta Private Sewage Systems Standard of Practice 2009.
6. This permit approval is subject to the access to the property being constructed to County standards. PRIOR to installation of a new access or changing location of existing access, complete a Request for Access form by contacting the Operational Services Department for Mackenzie County at 780-928-3983. Access to be constructed at the developer's expense.
7. 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.
8. **All conditions and requirements by Alberta Infrastructure and Transportation are to be met to their specifications and standards. Failure to do so shall render this permit Null and Void.**
9. The total site area (lot) shall have a positive surface drainage without adversely affecting the neighbouring properties.
10. The Developer shall at all times comply with all applicable Federal, Provincial and Municipal legislation and regulations and County Bylaws and resolutions relating to the development of the lands.

CARRIED/DEFEATED

6. SUBDIVISION

**a) Subdivision Application 01-SUB-12
NW 16-106-17-W5M; La Crete Rural
Jake Krahn (Landowner)**

MOTION 12-054 **MOVED** by Danny Friesen

That Subdivision Application 13-SUB-12 in the name of Raymond and Mary Ann Friesen, on SE 27-104-14-W5M, be APPROVED with the following conditions:

1. This approval is for a single lot subdivision, 10 acres (4.04 hectares) in size.
2. Applicant/developer shall enter into a Development Agreement with the Mackenzie County which shall contain, but is not limited to:
 - a) Prior to any development on the proposed subdivision, the developer shall obtain a development permit from the Municipality.
 - b) Provision of access to the subdivision and the balance of the lands in accordance with Mackenzie County standards at the developer's expense.
 - c) A dedication of the most easterly 5.18 meters of the proposed subdivision is required for future road widening.
 - d) All sewage disposals shall conform to the Alberta Private Sewage Systems Standard of Practice 2009.
 - e) Provision of a storm water management plan. Contact Planning and Development staff at 780-928-3983 to discuss the requirements for your subdivision.
 - f) Any outstanding property taxes are to be paid on the land proposed to be subdivided prior to registration.
 - g) Provision of utility right-of-way as required by ATCO Electric, Telus and Northern Lights Gas and others.
 - h) Provision of and negotiations for utility rights-of-way and/or easements as required by utility companies. The Developer

shall be responsible for any line relocation or correction costs that occur as a result of this development. Responses from utilities companies are shown in Schedule "C" hereto attached.

CARRIED

7. MISCELLANEOUS ITEMS

a) Action List

The Action List of March 29, 2012 was reviewed and be received for information.

8. IN CAMERA

There were no items to discuss in camera.

9. NEXT MEETING DATES

Municipal Planning Commission meeting dates are scheduled as follows:

- ❖ April 26, 2012 at 10:00 a.m. in Fort Vermilion
- ❖ May 10, 2012 at 10:00 a.m. in La Crete
- ❖ May 24, 2012 at 10:00 a.m. in Fort Vermilion
- ❖ June 7, 2012 at 10:00 a.m. in La Crete
- ❖ June 28, 2012 at 10:00 a.m. in Fort Vermilion

10. ADJOURNMENT

MOTION 12-055 **MOVED** by Beth Kappelar

That the Municipal Planning Commission meeting be adjourned at 10:29 a.m.

CARRIED

These minutes were adopted this 26th day of April, 2012.

(Original Signed)
John W. Driedger, Chair

**Mackenzie County
Municipal Planning Commission Meeting**

**Mackenzie County Office
Fort Vermilion, AB**

Thursday, April 26, 2012 @ 10:00 a.m.

PRESENT

John W. Driedger	Chair, Councillor, MPC Member
Wally Schroeder	Vice-Chair, MPC Member
Jacque Bateman	MPC Member, Councillor
Beth Kappelar	MPC Member
Danny Friesen	MPC Member

ADMINISTRATION

Joulia Whittleton	Chief Administrative Officer
Liane Lambert	Development Officer
Christopher Wilcott	Planner
Samuel Wahab	Planner
Jennifer Braun	Administrative Assistant

1. CALL TO ORDER

John W. Driedger called the meeting to order at 10:00 a.m.

2. ADOPTION OF AGENDA

MOTION 12-056 **MOVED** by Jacque Bateman

That the agenda be adopted as presented.

CARRIED

3. MINUTES

a) Adoption of Minutes

MOTION 12-057 **MOVED** by Beth Kappelar

That the minutes of the April 12, 2012 Municipal Planning Commission meeting be adopted as presented.

CARRIED

b) Business Arising from Previous Minutes

No business arising from the previous Minutes.

4. DEVELOPMENT

- a) **Development Permit Application 25-DP-12
918105 AB Ltd.; Heavy Equipment (Farm & Construction), Trailers,
and RV Sales and Rental Lot and Business License
Plan 072 7718, Block 2, Lot 3; La Crete**

MOTION 12-058 **MOVED** by Danny Friesen

That Development Permit 25-DP-12 on Plan 072 7718; Block 2; Lot 3 in the name of 918105 Alberta Ltd. be APPROVED with the following conditions:

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

1. **This permit approval is subject to approval from the Alberta Motor Vehicle Industry Council (AMVIC). The developer is required to obtain written approval from the Alberta Motor Vehicle Industry Council regarding the proposed development prior to commencement of the development. Failure to do so shall render this permit Null and Void.**
2. **All conditions and requirements by the Alberta Motor Vehicle Industry Council are to be met to their specifications and standards.**
3. **The Equipment Sales and Rental Facility (Construction, Farm, Trailers, and Recreational Vehicles) shall meet all Alberta Safety Code requirements and any other requirements specified by Superior Safety Codes. Failure to do so shall render this permit Null and Void.**
4. The display of merchandise/rental units shall be contained within the property lines of the subject lands and shall not impede visibility for vehicular and/or pedestrian traffic This permit may be revoked at any time if, in the opinion of the Development Officer, the proposed development has become detrimental, unsightly or otherwise incompatible with the amenities of the neighbourhood.
5. The Municipality has assigned the following address to the noted property 10508-95th Street. You are required to display the address (10508) 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.

6. This permit approval is subject to the construction of an access to the property to County standards. PRIOR to installation of any new access or changing location of existing access, complete a Request for Access form by contacting the Operational Services Department for Mackenzie County at 780-928-3983. Access to be constructed at the developer's expense.
7. 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.
8. The total site area (lot) shall have a positive surface drainage without adversely affecting the neighbouring properties.
9. The Developer shall at all times comply with all applicable Federal, Provincial and Municipal legislation and regulations and County Bylaws and resolutions relating to the development of the lands.

CARRIED

**b) Development Permit Application 58-DP-12
Henry Peters; Addition to Mobile Home
Plan 042 2979, Block 24, Lot 8; La Crete**

MOTION 12-059 **MOVED** by Jacquie Bateman

That Development Permit 58-DP-12 on Plan 042 2979; Block 24; Lot 8 in the name of Henry Peters be APPROVED with the following conditions:

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

1. **Minimum building setbacks are; 7.62 meters (25 feet) front (east) yard; 2.44 meters (8 feet) rear (west) yard; 1.52 meters (5 feet) side yards (north and south), from the property lines.**
2. **Prior to Construction, the existing Manufactured Home and Shed shall be relocated on the property to meet the above mentioned setback requirements.**

3. **The Mobile Home addition shall be placed on the west side of the existing Mobile Home.**
4. **The Mobile Home Addition shall be constructed and finished with similar construction materials as the existing Mobile Home to accepted standards and shall compliment the natural features and character of the site to the satisfaction of the Development Authority.**
5. The municipality has assigned the following address to the noted property 11202-98 Avenue. You are required to display the address (11202) 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.
6. Building to be connected to the municipal water and sewer system and the cost of connection fees will be borne by the owner.
7. This permit approval is subject to an access to the property being constructed to County standards. PRIOR to installation of a new access or changing location of existing access, complete a Request for Access form by contacting the Operational Services Department for Mackenzie County at 780-928-3983. Access to be constructed at the developers' expense.
8. **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.**
9. The total site area (lot) shall have a positive surface drainage without adversely affecting the neighbouring properties.
10. The Developer shall at all times comply with all applicable Federal, Provincial and Municipal legislation and regulations and County Bylaws and resolutions relating to the development of the lands.

CARRIED

- c) **Development Permit Application 65-DP-12
Global Well Servicing; Fence (8) Eight Foot
Plan 882 1687, Block 6, Lot 16; Zama**

MOTION 12-060 MOVED by Beth Kappelar

That Development Permit 65-DP-12 on Plan 882 1687, Block 8, Lot 16 & 17 in the name of Global Well Servicing 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. **Approval of an Eight (8) Foot Page Wire Fence with razor top around the total circumference of Lot 16 and Lot 17, Block 8, Plan 882 1687.**
2. The fence shall not encroach onto adjacent properties.
3. The fence shall be kept in a clean and tidy condition, and may be required to be removed if not kept properly maintained.
4. **There exists a Utility Right-of-Way across the entire back of both lots 16 and 17. No construction or development is allowed on or in a right-of-way unless written consent is granted by the right-of-way owner (*Alberta Power Limited*). It is the responsibility of the developer/owner/occupant to obtain written consent and provide a copy to Mackenzie County.**
5. This permit approval is subject to an access to the property being constructed to County standards. PRIOR to installation of a new access or changing location of existing access, complete a Request for Access form by contacting the Operational Services Department for Mackenzie County at 780-928-3983. Access to be constructed at the developers' expense.
6. The total site area (lot) shall have a positive surface drainage without adversely affecting the neighbouring properties.
7. The Developer shall at all times comply with all applicable Federal, Provincial and Municipal legislation and regulations and County Bylaws and resolutions relating to the development of the lands.

CARRIED

- d) **Development Permit Application 72-DP-12
345050 AB Ltd. (Northern Towing Ltd.); Tow Truck
Compound Garage/Office, Storage Building, and
Business Certificate
Part of SE 16-106-15-W5M; (Plan 12_ ____, Block __, Lot_)**

MOTION 12-061 **MOVED** by Jacquie Bateman

That Development Permit 72-DP-12 on Part of SE 16-106-15-W5M (Plan 12_ ____; Block _; Lot _) in the name of 345050 Alberta Ltd. be APPROVED with the following conditions:

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

1. **The Development must meet all setbacks to the property lines as are approved in Subdivison 28-SUB-11.**
2. **This permit approval is subject to approval from the Alberta Motor Vehicle Industry Council (AMVIC). The developer is required to obtain written approval from the Alberta Motor Vehicle Industry Council regarding the proposed development prior to commencement of the development. Failure to do so shall render this permit Null and Void.**
3. **All conditions and requirements by the Alberta Motor Vehicle Industry Council are to be met to their specifications and standards.**
4. **The Automotive Equipment and Vehicle Services Business shall meet all Alberta Safety Code requirements and any other requirements specified by Superior Safety Codes. Failure to do so shall render this permit Null and Void.**
5. **A privacy fence, six (6) feet in height shall be constructed on the South, North and West parameters of the compound portion of the development.**
6. **Minimum building setbacks are: 9.1 meters (30 feet) east yard; 3.1 meters (10 feet)**
 - a. 9.1 meters (30 feet) front (east) yard;
 - b. 3.1 meters (10 feet) side and rear (west, north and south) yards **or setbacks required by Safety Codes, whichever is greater. It is the developers responsibility to find out the Safety Codes setback requirements.**
7. **This permit approval is subject to the access to the property being constructed to County standards. PRIOR to installation of a new access or changing location of existing access, complete a Request for Access form by contacting the Operational Services Department for Mackenzie County at 780-928-3983. Access to be constructed at the developers' expense.**
8. **Provide adequate off street parking as follows: The minimum parking standards are 1 space per 45 square meters (484 sq ft) of building area, 1 space per each full time employee and 1 space for every 2 part time employees, and, in addition to the**

abovementioned standards, sufficient vehicle stacking shall be provided on the site for a minimum of five (5) passenger vehicles or three (3) large trucks. *“One parking space, including the driveway area, shall occupy 27.87 square meters (300 square feet).”*

9. The municipality has assigned the following address to the noted property ____-100th Street. You are required to display the address (____) 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.
10. The total site area (lot) shall have a positive surface drainage without adversely affecting the neighbouring properties.
11. 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.
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.

CARRIED

5. SUBDIVISION

- a) **Subdivision Application 14-SUB-12
NE 10-106-15-W5M; La Crete
Northpoint Business Park**

MOTION 12-062 MOVED by Wally Schroeder

That Subdivision Application 14-SUB-12 in the name of Northpoint Business Park on Part of NE 10-106-15-W5M, be APPROVED with the following conditions;

1. **This approval is for a 6 lot subdivision, 22.79 acres (9.22 hectares) in size.**
2. Applicant/developer shall enter into a Development Agreement with the Mackenzie County which shall contain, but is not limited to:

- a) Prior to any development on the proposed subdivision, the developer shall obtain a development permit from the Municipality,
- b) Provision of all sanitary systems including service lines, main and appurtenances as required by the Municipality,
- c) Provision of all water lines, including all fittings and valves as required by the County,
- d) Provision of municipal servicing (water and sanitary sewer) to each lot,
- e) All drainage systems, provisions for weeping tile flow where a high water table or other subsurface conditions cause continuous flow in the weeping tile, and associated works, all as and where required by the County. Where trunk storm sewer mains are required, the County shall reimburse the Developer for the cost of the trunk storm sewer mains in accordance with current County policy;

The developer shall provide the municipality with a site drainage and surface water management plan that outlines the following:

- (1) Drainage of internal road system,
 - (2) Erosion prevention systems, if required,
 - (3) Direction of site drainage
- f) Provision of internal roads, sidewalks and other infrastructure as required by the County in accordance to Mackenzie County Engineering Guidelines and at Developers expense, such construction of roads to serve the lots to be created by the subdivision; and shall be constructed to the rural standards as previously approved.
 - g) Provision of street lighting with overhead wiring, design and location as required by the County, as previously approved in first phase.
 - h) Engineered signage package,
 - i) Provision of utilities (power, telephone, etc.) to each lot. Gas may be installed in accordance to the gas company's polices upon request of the service. Such utilities to be provided in a location and to a standard to be approved by the appropriate utility company and the County. Responses from utilities companies are shown in Schedule "C" hereto attached.

- j) Provision of and/or negotiation for utilities rights-of-way and/or easements as required by utilities companies. Any costs incurred for line relocation will be the responsibility of the developer. All utility lanes/lots must be accessible. All public utility lanes/lots shall be cleared to ground level with all tree stumps and debris removed and then landscaped. Where necessary, utility lanes/lots shall be excavated or landscaped to provide drainage for the subdivision. Any excavation or landscaping of the public utility lanes/lots shall be to engineered plans and completed prior to the installation of utilities,
- k) The developer is responsible for site grading and landscaping to design elevation and seeding with grass or other approved landscaping, in a manner that does not negatively impact adjacent properties or infrastructure.
- l) Provision of an agreement with the adjacent landowners for utility lanes/lots if required,
- m) Any outstanding property taxes shall be paid in full prior to registration of title,
- n) Provision of off-site levies as required by the County as follows:
 - i) Subdivision Off-Site Levies (Bylaw 319/02) are imposed for the construction and maintenance of off-site municipal services, including:
 - a) new or expanded facilities for the storage, transmission, treatment or supplying of water;
 - b) new or expanded facilities for the treatment, movement or disposal of sanitary sewage;
 - c) new or expanded storm sewage drainage facilities;
 - d) new or expanded facilities for the storage, transfer, or disposal of waste;
 - e) land required for or in connection with any facilities described in clauses (a) to (d); and
 - f) ongoing maintenance of the facilities described in clauses (a) to (d).The levy is calculated at \$1,000.00 per lot. 6 lots at \$1,000 equals \$6,000.00,
 - ii) Subdivision Levies for Water Servicing (Bylaw 440/04)

Offsite Levies for water servicing are for the cost of new or expanded facilities for the storage, transmission, treatment or supplying of water. The levy is calculated at \$1,421.40 per acre. Your subdivision is a total of 22.79 acres. 22.79 acres at \$1,421.40 equals \$32,393.71.

Total Levies = \$38,393.71

- o) **Provision of municipal reserve in the form of money in lieu of land. Specific amount to be based on 10% of the market value of the subject land and on the current market value. The current market value for this property is \$16,454.58 per acre. Municipal reserve is charged at 10%, which is \$1,645.46 per subdivided acre. 22.79 acres times \$1,645.46 equals \$37,500.03.**
- p) Security, in the form of an irrevocable letter of credit or certified cheque, in the amount of 25% of subsurface and surface infrastructure construction cost must be submitted to the County prior to installation and construction of any permanent infrastructure.

CARRIED

6. MISCELLANEOUS ITEMS

a) Action List

MOTION 12-063 MOVED by Danny Friesen

The Action List of April 12, 2012 was reviewed and be received for information.

CARRIED

7. IN CAMERA

There were no items to discuss in camera.

8. NEXT MEETING DATES

Municipal Planning Commission meeting dates are scheduled as follows:

- ❖ May 10, 2012 at 10:00 a.m. in La Crete
- ❖ May 24, 2012 at 10:00 a.m. in Fort Vermilion
- ❖ June 7, 2012 at 10:00 a.m. in La Crete
- ❖ June 28, 2012 at 10:00 a.m. in Fort Vermilion
- ❖ July 12, 2012 at 10:00 a.m. in La Crete
- ❖ July 26, 2012 at 10:00 a.m. in Fort Vermilion

9. ADJOURNMENT

MOTION 12-064 **MOVED** by Beth Kappelar

That the Municipal Planning Commission meeting be adjourned at 11: 01a.m.

CARRIED

These minutes were adopted this 10th day of May, 2012.

(Original Signed)
John W. Driedger, Chair



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	May 23, 2012
Presented By:	Al Hoggan, Director of Community and Protective Services
Title:	Bylaw 864-12 Hamlet Residential Waste Collection

BACKGROUND / PROPOSAL:

The Ad Hoc Waste Committee has recommended that administration bring to Council the proposed Hamlet Residential Waste Collection Bylaw 864-12 for Council approval.

The By-law is required as it will mandate that certain residences in the Hamlets be required to have the charges for waste pick-up automatically added to their utility account. As well the By-law will stipulate the details of Hamlet pickup.

OPTIONS & BENEFITS:

N/A

COSTS & SOURCE OF FUNDING:

N/A

RECOMMENDED ACTION:

Motion 1

That first reading be given to Bylaw 864-12 being a Hamlet Residential Waste Collection bylaw for Mackenzie County.

Author: Al Hoggan **Review by:** _____ **CAO** _____

Motion 2

That second reading be given to Bylaw 864-12 being a Hamlet Residential Waste Collection bylaw for Mackenzie County.

Motion 3 (requires unanimous)

That consideration be given to go to third reading of Bylaw 864-12 being a Hamlet Residential Waste Collection bylaw for Mackenzie County.

Motion 4

That third and final reading be given to Bylaw 864-12 being a Hamlet Residential Waste Collection bylaw for Mackenzie County.

Author: Al Hoggan Review by: _____ CAO _____

BYLAW NO. 864-12

**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 concept of a 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 freezers.
- 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 shall come into full force and effect on the day of its final passing.

READ a first time this _____ day of _____, 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"

BYLAW NO. 864-12

**PROPERTIES EXEMPT FROM THE GARBAGE COLLECTION FEES FOR
RESIDENTIAL WASTE PICK UP**

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						
Hamlet of Fort Vermilion						
Hamlet of Zama City						

SCHEDULE "B"																							
La Crete Residential Waste Pick-Up Addresses																							
Streets Addresses																							
91 st	92 nd	93 rd	94 th	95 th	100 th	101 st	102 nd	102 nd A	103 rd	104 th	105 th	106 th	106th A	107 th	107 th A	107 th B	108 th	108 th A	109 th	110 th	111 th	112 th	113 th
8906	9406	9504	9013	9814	8700	10313	8706	10530	10102	9801	10309	10509	9605	9614	9601	10801	9801	9914	9802	10113	9605	10222	0621497,1,2
9007	9405	8807	9010	9806	8701	9	8714	10526	10106	9805	10305	10301	9601	9610	9605		9805	9910	10805	10109	9607	10218	9926736,1,1
9315		8808	9102	9817	8905	10305	8810	10518	10206	9809	10301	10306	9505	9612	9609		9809	9902	10806	10201	9705	10214	10701
9405		8907	9205	9809	9013	9713	8702	10514	10202	9813	9910	10309	9501	9601	9613		9813	9901	9902	10205	9709	10210	10401
		8906	9209	9706	9109	9709	8701	10510	9710	9817	9906		9502	9605	9602		9817		9901	10204		10208	0022622,1,1
		8913	9309	9096	9301	9705	9206	10506	9706	10101	9902		9506	9802	9606		9802		9906	10213		10202	10101
		8912	9405	9701	9202	9701	9205	10502	9702	10105	9818		9622	9801	9610		9806		9909	10217		10110	
		9007	9817	9601	9206	9702	9201	10501	9210	10109	9814			9809	9614		9810		9910	10221		10106	
		9006	9909	8806	9302	9706	9117	10505		9832	9817			9806			9814		9914	9934		10502	
			9901	8807		9710	9113	10509		9802	9901			9810			9818		9918	9922		10501	
				8902		9518	9109	10513		9806	9905			9814			9822		9922	9910		10506	
				8917		9514	9105	10517		9910	9909			10105			10318		9926	9902		10602	
				9002		9510	9118	10521			9813			10109			10314		9917	9901		10604	
				8905		9506	9114	10525						10201			10310		9925			10702	
				8917		9502	9110							10205			10306		9933				
						9210	9106							10309			10302		10005				
						9206	9102							10313			10218		10006				
						9202	9010							10401			10214		100010				
						9118	9713							10409			10210		10100				
						9114	9709							10410			10206		10104				
						9110	9705							10406			10202		10108				
						9106	9701							10306			10309		10105				
						9209	10101							10402			10305		10109				
						9205	10105							10302			10301		10113				
						9201	10109							10214			10217		10101				
						9117	10201							10210			10213		10202				
						9113	10301							10102			10601		10205				
						9109	10305							10401			10721		10209				
						9102	10309							10405			10717		10301				
						9105	10313							11409			10713		10210				
						9101	10317										10709		10202				
						9014	10537												10206				
						9010	10533												10210				
						9006	10529												10305				
						9002	10525												10309				
						8908	10521												10313				
						8902	10517												10317				
						8808	10513												10401				
						8802	10509												10405				
						8710	10505												10409				
						8700	10526												10413				

8702 10522
8701 10518
8705 10514
8709 10510
8713 10506
9009
8805
8809
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9005

10417
10318
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10414
10418
10422
10426
10430
10506
11410

11105	10705	11001	10202
11101	10709	11114	
11017	10801	11110	
11005	10805	11106	
11001	10809	11101	
10917		11105	
10909		11109	
10905			
10901			
10805			
10803			

TOWNSHIP ROAD 106-0

9522776,1,1

9824619,1,1

9522791,1,1



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	May 23, 2012
Presented By:	Al Hoggan, Director of Community and Protective Services
Title:	Hamlet Residential Waste Collection - Request for Proposal

BACKGROUND / PROPOSAL:

The Ad Hoc Waste Committee has recommended that administration bring to Council the proposed Hamlet Residential Waste Collection Request for Proposal for Council's approval to move ahead with the RFP approval.

The RFP process will allow us to determine the appropriate fee to be charged as part of the Hamlet Residential Waste Collection.

OPTIONS & BENEFITS:

The proposed Request for Proposal is based on the collection of waste from the specified areas and addresses within the La Crete Hamlet boundaries and delivered on a specified day(s) to the La Crete Waste Transfer Station.

COSTS & SOURCE OF FUNDING:

N/A

RECOMMENDED ACTION:

That administration be directed to publish the Request for Proposal for the Collection of La Crete Residential Waste.

Author: Al Hoggan **Review by:** _____ **CAO** _____

Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

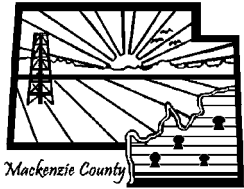
MACKENZIE COUNTY

Contract and Specifications

For

COLLECTION OF LA CRETE RESIDENTIAL WASTE

Collection, Disposal and Other Work



Notice to Bidders – Collection of La Crete Residential Waste Contract

For information regarding this project, you may contact the Director of Community and Protective Services in Fort Vermilion, Al Hoggan at (780) 927-3718. Please be advised that Proposals are to be submitted in a **sealed envelope** addressed as follows:

Do Not Open Proposal Documents **Collection of La Crete Residential Waste Proposal**

Mackenzie County
P.O. Box 640, 4511 - 46 Avenue
Fort Vermilion, AB T0H 1N0
Attention: Al Hoggan
Director of Community and Protective Services

Please use the Proposal envelope provided.

Sealed Proposals **must** be received at the Mackenzie County office in Fort Vermilion, located at 4511 46 Avenue or by registered mail to PO Box 640, Fort Vermilion, AB T0H 1N0 no later than **12:00 pm** on the **27th day of June, 2012**.

Proposals will be opened at **2:00 pm on the 27th of June, 2012** at the Mackenzie County office in Fort Vermilion; public may be present.

Mackenzie County reserves the right to accept or reject any or all Proposals and to waive irregularities and informalities at its discretion. Mackenzie County reserves the right to accept a Proposal other than the lowest Proposal without stating reasons. By the act of submitting its bid, the Bidder waives any right to contest by way of any legal proceeding or action, the right of Mackenzie County to award the work to whomever it chooses, in its sole and unfettered discretion, and for whatever reasons Mackenzie County deems appropriate. Without limiting the generality of the foregoing, Mackenzie County may consider any other factor besides price and capability to perform the work that it deems in its sole discretion to be relevant to its decision.

Proposal packages may be obtained from Mackenzie County offices in Fort Vermilion and La Crete.

INSTRUCTION TO BIDDERS

- 2 -

1.0 INSTRUCTION TO BIDDERS – COMPLETING PROPOSAL FORMS

1.1 CONDITIONS FOR PROPOSAL SUBMISSIONS

Bidders may submit Proposals at the following locations only:

Mackenzie County
P.O. Box 640
4511 46 Avenue
Fort Vermilion AB T0H 1N0
Phone: (780) 927-3718

Mackenzie County
P.O. Box 1690
9205 – 100 Street
La Crete, AB
T0H 2H0

Bidders may submit Proposals only up to **12:00 pm** local time on **June 27, 2012**. Bidders must submit Proposals on the forms issued with this Proposal Document.

When Submitting a Proposal all pages entitled "Proposal Forms" and all addenda issued by Mackenzie County must be submitted, sealed in the envelope provided, to the **Director of Community and Protective Services** of Mackenzie County at the above noted address. It shall be marked "**Collection of La Crete Residential Waste Proposal**", time and date of tender opening clearly marked on the lower right hand corner of the envelope.

The bidder must indicate its name and address clearly in the upper left hand corner of the envelope so that the Proposal can be identified.

1.2 COMPLETING PROPOSAL FORMS

The "Unit Price Schedule" must be completed by:

- a. showing the basic Unit Price per site collected
- b. showing the sum of all Proposal item totals in the space marked "Total Proposal".



INSTRUCTION TO BIDDERS

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1.3 Addenda

When an addendum is issued by Mackenzie County, the covering letter containing instruction regarding the addendum shall be attached to the inside front cover of the "Contract and Specifications" book. The individual items included in the addendum shall be inserted in accordance with the covering letter. Addenda, when issued, form part of these contract documents.

1.4 Changes and Withdrawals of Proposal Submissions

If a bidder wished to change his/her Proposal before the closing time of the Proposal, he/she may retrieve the Proposal by presenting receipt to the Proposal opening counter, modify his Proposal and return the sealed envelope to the Proposal counter before the opening time.

Alternatively, if this change is to the basic unit price schedule only, he may do so VIA Facsimile (FAX) message, on the Proposal Amendment Form provided in Section 4.0, to (780) 927-4266, marked "**ATTENTION: MR. AL HOGGAN - CONTRACT OPENING**". To be acceptable, the change must be received no later than 30 minutes prior to Proposal opening on the closing date for this contract.

Mackenzie County accepts no responsibility for faxed changes. It is the bidder's responsibility to confirm receipt of any faxed changes.

1.5 Project Inquiries

For Information regarding this Proposal, you may contact:

Al Hoggan
Director of Community and Protective Services
Mackenzie County
P.O. Box 640
Fort Vermilion AB T0H 1N0
Phone: (780) 927-3718
Fax: (780) 927-4266
Email: ahoggan@mackenziecounty.com



PROPOSAL FORMS

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2. PROPOSAL FORMS

2.1 Proposal for Provision of Services

To Mackenzie County of the Province of Alberta:

(Name Of Contractor)

the undersigned, hereby proposes and agrees to execute all the work of every description required in the collection of La Crete Residential Waste and other work for the following:

Hamlet of La Crete as specified in Schedule "B"

Collection of La Crete Residential Waste in strict accordance with the conditions and specifications, for the unit prices in the unit price schedule enclosed.

The undersigned acknowledges receipt of the following addenda,

_____.

_____.

_____.

_____.

which shall form part of the Proposal Document.



PROPOSAL FORMS

2.2 Basic Unit Price Schedule

Collection Of La Crete Residential Waste "Schedule A"	
Collection of La Crete Residential Waste per site/per month	_____
Collection of La Crete Residential Waste TOTAL PROPOSAL	_____

2.3 Proposal Agreement

Should this Proposal be accepted, the undersigned agrees to enter into written agreement with Mackenzie County for the faithful performance of the works covered by this Proposal, in accordance with the said conditions and specifications and complete the said work.

The undersigned hereby agrees that he will not withdraw this Proposal after the time fixed for receiving Proposals,

- (a) until some other person has entered into a contract with Mackenzie County for the performance of the work and/or the supplying of the materials specified in the notice inviting Proposal, or
- (b) until thirty-five days after the time fixed for receiving this Proposal,

Mackenzie County reserves the right to accept or reject any or all Proposals and to waive irregularities and informalities at its discretion. Mackenzie County reserves the right to accept a Proposal other than the lowest Proposal without stating reasons. By the act of submitting its bid, the Bidder waives any right to contest in any legal proceeding or action the right of Mackenzie County to award the work to whomever it chooses, in its sole and unfettered discretion, and for whatever reasons Mackenzie County deems appropriate. Without limiting the generality of the foregoing, Mackenzie County may consider any other factor besides price and capability to perform the work that it deems in its sole discretion to be relevant to its decision.

2.4 Proposal Signing and Sealing

An authorized signing officer shall affix his signature to this Proposal. The Proposal shall be either sealed with the Company Seal, or the Affidavit of Execution of the Witness shall be completed. Failure to comply may result in the Proposal being rejected.



PROPOSAL FORMS

- 7 -

**AFFIDAVIT OF EXECUTION
CANADA
PROVINCE OF ALBERTA
TO WIT:**

I, _____ of
_____ in the Province of
_____ make oath and say:

(1) That I was personally present and did see _____ named in the annexed instrument, and who is known to me to be the person named therein, duly sign and execute the same for the purposes named therein; that the same was executed at the Town of _____ in the said Province,

and that I am the _____

subscribing witness thereto;

(2) That I personally know the said _____ and he is in my belief of the full age of eighteen years. SWORN before me at

Town of _____

in the Province of Alberta,
this _____ day of _____ 2011

Witness Sign Here

A Commissioner for Oaths in and for
the Province of _____

(Seal)

Contractor's Name (Company Name)

Authorized Signature

Address

Postal Code

Contractor's Telephone Number

Witness

Date



Certificate(s) of Insurance
(Inserted Here)



3.0 CONTRACT FORMS

MACKENZIE COUNTY CONTRACT (Page 1)

THIS Agreement made and concluded in triplicate as of this _____ day of _____, **2012** between Mackenzie County of the first part and _____ of the Town of _____ in the Province of _____ (hereinafter called "the Contractor") of the second part.

WITNESSETH, that for and in consideration of the covenants and agreements on the part of Mackenzie County, hereinafter contained and the prices hereinafter mentioned, the Contractor for himself, his executors, administrators and assigns, covenants and agrees with Mackenzie County to do, furnish and perform the works, materials, matters, and things required to be done, furnished and performed, in the manner hereinafter described, in connection with following work or works, namely:

Collection of La Crete Residential Waste

in strict accordance with the conditions and specifications of said work hereto attached, and to deliver the same over, complete and fully finished in every particular to Mackenzie County.



CONTRACT FORMS

- 12 -

MACKENZIE COUNTY

CONTRACT (Page 2)

IT is mutually agreed that the attached proposal of the Contractor, together with the conditions, specifications and any special provisions herein designated and referred to are hereby made and shall be considered part of this Agreement the same as herein fully set forth.

IN CONSIDERATION WHEREOF, and upon the Contractor fully completing and executing in every particular the work herein contracted for within the time herein before set out, and upon the said Contractor satisfying the said Mackenzie County that all just claims for labour and materials and for damages in connection with the work have been paid, the said Mackenzie County covenants, promises and agrees to pay unto and to the said Contractor for the actual amount of work done and materials in place at the unit prices stated in the Contractor's attached proposal or tender.

IN WITNESS WHEREOF, the Contractor has hereunto set his hand and seal as of the day and year herein mentioned, and documents have been signed and sealed by the representatives of Mackenzie County, on behalf of Mackenzie County.

<p>SIGNED, SEALED AND DELIVERED BY THE CONTRACTOR IN THE PRESENCE OF:</p> <p>_____</p> <p>(witness)</p>
--

Contractor

<p>SIGNED AND SEALED ON BEHALF OF THE MACKENZIE COUNTY</p> <p>_____</p> <p>(witness)</p>	<p>per _____</p> <p>Roy Brideau, Chief Administrative Officer</p>
---	---



PROPOSAL AMENDMENT FORM

4.0 PROPOSAL AMENDMENT FORMS

We, _____
 (Name of Contractor)

the undersigned, modify the basic unit price schedule for our Proposal as shown in the following table.

UNIT PRICE SCHEDULE CHANGES				
Replacing ALL previous Unit Price Schedule Changes				
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE CHANGE + OR -	TOTAL CHANGE FOR THIS ITEM + OR -
+ or - Change in Total Proposal				

We also acknowledge and agree that:

1. This change supersedes all previous changes including those to other bid items. Previously submitted changes are all null and void.
2. We accept full responsibility for any lack of confidentiality arising from the use of this process.
3. Failure of these revisions to arrive on time, accurately or completely for any reason will render these revisions null and void.
- 4.

_____ being _____
 Signature Position in Company

of _____ dated _____
 Company Name Date

Mackenzie County is NOT responsible for faxed amendments not being received.



GENERAL CONDITIONS

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5. GENERAL CONDITIONS

5.1 Definitions

Dangerous Goods As identified in CANUTEC Guide, and in accordance with the Transportation of Dangerous Goods Act.

Hazardous Waste: A substance or mixture of substances, other than pesticide, that exhibits characteristics of flammability, corrosively, reactivity or toxicity and any substance that is designated as a hazardous substance within the meaning of the regulations.

Liquid Waste: Any waste in liquid form obtained from an industrial process or activity.

Sludge: A thick liquid resulting from a settling process.

5.2 Contract Documents

The “Contract Documents” consist of the letter of acceptance of Contractor’s completed Proposal, the executed Contract Form, the General Conditions, Supplementary Conditions, Specifications when used, and those parts of the Bidding Requirements documents having application during performance of the Contract.

Mackenzie County, shall decide on questions arising under the Contract Documents, interpret requirements therein, and judge performance thereof.

The Contractor shall at all times have a copy of the Contract Documents in the trucks performing the work, as well as in their office.

5.3 Assignments

The Contractor shall not assign the contract services, nor shall they subcontract the performance of all or any portion of the work to be performed pursuant to this Contract without the written consent of the Chief Administrative Officer or designate.



GENERAL CONDITIONS

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5.4 Subcontracts

Mackenzie County will recognize the Contractor only. Nothing contained in the Contract Documents shall create any contractual relationship between Mackenzie County and any of the Contractor's subcontractors. Contractor agrees to bind every subcontractor by the terms of the Contract Documents, as far as applicable to the performance of the Contract.

5.5 Federal Goods and Services Tax

Contract basic unit price shall exclude any allowance for the Federal Goods and Services Tax.

5.6 Protection of Work and Property

The Contractor shall take reasonable precautions to protect Mackenzie County's property from damage during the performance of the Contract. The Contractor shall repair any damage to Mackenzie County's property caused by a careless or negligent act of the Contractor or any of its subcontractors during the execution of the work described herein.

5.7 Indemnification

Contractor shall indemnify and hold harmless Mackenzie County, its employees and agents, from all claims, demands, actions and costs. This is including, without restriction, all legal cost on a solicitor and his own client full indemnity basis whatsoever that may arise, directly or indirectly out of any act or omission of the Contractor, his employees or agents, in the performance or non-performance of the Contract by the Contractor including, without restriction, the enforcement of the terms of this Contract. Such indemnity shall survive completion or termination of the Contract.

Mackenzie County shall not be liable nor responsible for any bodily or personal injury or property damage of any nature that may be suffered or sustained by the Contractor, his employees or agents in the performance of the Contract.



GENERAL CONDITIONS

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5.8 Liability Insurance

The Contractor shall provide and maintain the following insurance coverage for the duration of the term stated herein.

Comprehensive or Commercial General Liability Insurance, with an insurer licensed in Alberta, with limits of not less than **\$2,000,000** inclusive per occurrence (annual general aggregate, if any, not less than **\$5,000,000**) against bodily injury, death and property damage. Such insurance shall include the following endorsements: premises, property, and operations, Contractor's protective, blanket contractual, non-owned auto, employees as additional insured, broad form property damage, cross liability, 30 days advance notice to Mackenzie County of cancellation or material change. Mackenzie County should also be included as an Additional Insured.

Automobile Liability Insurance on all vehicles owned, operated or licensed in the name of the Contractor with limits of not less than **\$2,000,000**.

Contractor shall provide Mackenzie County with proof that comprehensive or commercial liability insurance coverage are in effect and meet specified conditions. Such proof shall be in form of a certificate of insurance submitted with the tender Documents.

5.9 Regulatory Requirements

Contractor shall comply with all laws, ordinances, rules, regulations, order, codes and other legally enforceable requirements applicable to the Contractor and the performance of the Contract.

Contractor shall comply with the Occupational Health and Safety Act and regulations issued pursuant thereto.

Occupational Health and Safety Act

The Contractor shall familiarize himself, his staff and his subcontractors with the terms of the Occupational Health and Safety Act and Regulations thereunder to ensure complete understanding respecting the responsibilities given and compliance required. The Contractor acknowledges that he is a "Principal Contractor, Employer and/or Worker" as defined in the Occupational Health and Safety Act, and that he shall, as a condition of the Contract, comply with the Occupational Health and Safety Act and the regulations thereunder.

Copies of current legislation can be obtained from the following:



GENERAL CONDITIONS

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Publication Services
Government of Alberta
11510 Kingsway Avenue
Edmonton, Alberta
T5G 2Y5

or

Queen's Printer Bookstore
Main Floor, McDougall Centre
455 - 6th Street S.W.
Calgary, Alberta
T2P 4E8

Or at www.qp.gov.ab.ca

If Alberta Occupational Health and Safety conducts a worksite inspection which results in "orders" being issued to the Contractor, the Contractor shall immediately supply copies of these orders to Mackenzie County.

5.10 Materials and Equipment

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

5.11 Labor

The Contractor shall provide all labor necessary for the performance of the Contract. The Contractor's employees shall be skilled in and competent to properly perform the tasks assigned to them and, when required by laws, rules, regulations or the Contract Documents.

5.12 Defective Services

"Defective Services" means goods and services, including materials and equipment used or provided by the Contractor in the performance of the Contract, which are, in Mackenzie County's opinion, unsatisfactory, faulty or deficient, or do not conform to the Contract Documents.

If, at any time, Mackenzie County notifies the Contractor of Defective Services, the Contractor shall promptly rectify such Defective Services and render acceptable services.



GENERAL CONDITIONS

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5.13 Mackenzie County's Right to Terminate

Should the Contractor be pronounced bankrupt, or becomes insolvent, Mackenzie County may, without prejudice to any other right or remedy he may have, terminate the Contract upon providing 30 days written notice to the Contractor.

If the Contractor fails to comply with the requirements of the Contract, Mackenzie County may notify the Contractor in writing that he is in default of his contractual obligations and instruct him to correct the default within 15 days immediately following the receipt of such notice. If the Contractor fails to correct the default in the time specified in the notice, Mackenzie County may, without prejudice to any other right or remedy he may have, terminate the Contract by providing the Contractor with written notice to that effect, specifying the exact date when the termination occurred.

If Mackenzie County terminates the Contract the Contractor shall be entitled to be paid for all services rendered in accordance with the Contract Documents up to date of termination.

5.14 Modification of Contract Work

Mackenzie County, without invalidating the Contract, may at any time modify the services being rendered under the Contract, consisting of additions, deletions or alterations. If required on account of such changes ordered by Mackenzie County, equitable adjustments shall be made to the Contract Price. Such changes shall be authorized by written order from the Chief Administrative Officer or designate.

Mackenzie County has the right to request additional pickups outside the pickup frequency outlined in "schedule B" at the rate set by the Contractor in "Schedule A ."

Mackenzie County has the right to manipulate pickup frequency, dates, times, and additions or removals of waste receptacles at their discretion throughout the term of the contract.

5.15 Contract Term

The Term of the Contract shall be for three (3) year commencing on the **1st** day of **September, 2012** and ending on the **31st** day of **December, 2014**.

Mackenzie County **may**, prior to the expiry of the contract time, extend the contract time, twice only, for a further 1 year period subject to the same terms, covenants and conditions as contained within this Contract.



GENERAL CONDITIONS

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5.16 Payment

Unless otherwise agreed, payment will be made monthly, based on services rendered during preceding payment period. Amounts to be paid shall be based on the contract basic unit price adjusted for additions or deletions to the "Schedule B". Invoices for payment shall include the Federal Goods and Service Tax, if applicable. Mackenzie County will review invoices and may adjust amounts claimed when necessary.

Mackenzie County may withhold all or part of any amount payable to Contractor in order to protect Mackenzie County or third parties from loss due to Contractors.

Contractor's invoice for final payment under the Contract shall include:

1. Letter of Clearance from Worker's Compensation Board,

5.17 Worker's Compensation Board Coverage

The Contractor must maintain Worker's Compensation Board Coverage in good standing throughout the duration of the Contract.

5.18 Omissions or Errors

The Contractor shall not take advantage of any apparent error or omission in the Contract, but shall immediately bring such apparent error or omission to the attention of Mackenzie County. Mackenzie County shall make corrections or modifications as may be necessary for the fulfillment of the work described herein.

5.19 Quantities

Payment to the Contractor will be made only for the actual performance of the services in accordance with the terms and conditions as described herein. It is understood that the quantities that the contract unit price is based are approximate pickup sites, derived from the most recent information available to Mackenzie County at the time the contract was executed. The estimated quantities are not guaranteed and are only provided to aid in the derivation of unit prices.



GENERAL CONDITIONS

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5.20 Examination of Work

It is agreed that execution of the agreement by the Contractor shall be conclusive evidence that the bidder has investigated all areas and aspects of the Contract Work and does assume all risk regarding the performance of the services.

5.21 Extra Work

Any extra work performed by the Contractor must receive prior approval from the or designate and that an agreed value or cost be determined and agreed upon. The Contractor shall present his claim for extra work, supported by proper vouchers giving details as to dates, quantities, rates, third party invoices and such other supporting documentation that Mackenzie County requires.

5.22 Security

The Bidder shall furnish a bid security of **5 Thousand dollars (\$5,000)** with the **Proposal Documents**.

The Contractor shall furnish performance security in the amount of **five thousand dollars (\$5,000.00)** within twenty-one (21) days of Mackenzie County accepting their bid.

- 1) due and faithful performance of the contract, and;
- 2) payment in full of all claims for labor and materials used or reasonably required for use in the performance of the Contract.

The security shall be in the form of:

- 1) Bond
- 2) Certified Cheque
- 2) Irrevocable Letter of Credit

The security shall be made payable to Mackenzie County, and extend for the complete term of the Contract.

At receipt of the Performance Security by the Mackenzie County and execution of the contract by both parties, the Contractors bid security will be returned to them.



GENERAL CONDITIONS

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If the Contractor defaults in any of its obligations under this Contract Mackenzie County may, at its option, perform any such obligation after fifteen (15) days written notice to the Contractor. All costs incurred by Mackenzie County in performing such obligation shall be payable by the Contractor, and at Mackenzie County's sole discretion may be deducted from or paid out of the security held pursuant to the terms of this contract.

5.23 Set Off Provisions

Mackenzie County may, at any time, set off any and all amounts which may become owed by the Contractor to Mackenzie County pursuant to the terms of this contract against any payments which may become due and owing to the Contractor pursuant to the terms of this Contract until all amounts which may be owed to Mackenzie County are paid in full.

6.0 SUPPLEMENTAL CONDITIONS**6.1 Description of Work**

The work detailed herein deals specifically with the collection and hauling of domestic waste from residences and selected sites inside the La Crete Hamlet boundary to the La Crete Waste Transfer Station, situated inside the La Crete Hamlet boundary.

The domestic residential waste shall be deposited into specific 40 cubic yard waste bins.

6.2 Equipment

Truck(s) utilized to perform the work described herein shall have a valid Alberta vehicle registration and a current commercial vehicle inspection certificate. Single axle, double axle trucks, or trailer units are acceptable for the collection of waste, but Mackenzie County reserves the right to disallow the use of any vehicle which at their discretion is deemed to be unsafe to the general public or poses a risk to the La Crete Waste Transfer Station.

At no time shall the county be affected by the failure of equipment from the Contractor, If the Contractor cannot meet the schedule for collection of La Crete residential waste due to equipment failure, Mackenzie County may hire an independent contractor to ensure waste removal is carried out. All costs incurred shall be charged back to the original contractor.



SUPPLEMENTAL CONDITIONS

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The Contractor shall maintain the truck to the minimum standard as established by the commercial vehicle inspection certificate at all times for the term of the Contract. If in the opinion of Mackenzie County any truck that is not in satisfactory mechanical condition shall be removed from services until the necessary repairs have been made. Mackenzie County will inspect all equipment that is proposed to be used to complete the contract prior to the contract beginning.

The Contractor shall provide the necessary communications equipment for each vehicle that they can reach the operators of the vehicles at any time and any location.

6.3 Operators Requirements

The Contractor shall provide skilled, licensed, and capable operators familiar with highway traffic movements, local road traffic movements, and the laws governing vehicular traffic.

6.4 Emergency Response

The Contractor shall develop an emergency response plan to cover the collection of La Crete residential waste. The plan shall detail the action on site and the agencies to be contacted if dangerous goods or hazards waste has been incorporated in with the domestic waste.

6.5 Waste Transfer Stations

Mackenzie County shall ensure that the transfer sites are accessible at all times, and to ensure that specific 40 yard bins are available to the Contractor on the specific collection days.

Mackenzie County shall provide the Contractor with the names of contact persons and telephone numbers where information on the waste transfer stations and select sites will be available.

The Contractor shall be responsible for the removal of all waste that becomes scattered in and around the transfer stations and along the haul routes during the loading, unloading and hauling of the waste.

The Contractor shall be responsible for the maintenance and replacement of any property of Mackenzie County which is damaged during the execution of the work described herein.



SUPPLEMENTAL CONDITIONS

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The Contractor shall notify Mackenzie County immediately if the residential waste receptacles contain the following:

1. Used oil
2. Hazardous Waste
3. Liquid Waste
4. Any Sludge
5. Untreated Pathological Waste
6. Explosives
7. Dead Animals
8. Animal and Agricultural Waste
9. Dangerous Goods
10. Burning Refuse or Hot Ashes
11. Any other wastes that may be designated as not acceptable by Mackenzie County

Under no circumstances shall the Contractor undertake the haul of this waste.

6.6 Other Work

The Contractor shall haul no other waste or refuse other than the quantities collected during the collection of La Crete Residential Waste unless:

- (1) Permission is granted in writing by Mackenzie County to undertake such work.
- (2) The company or individual the work is being undertaken for is identified.
- (3) An estimate on the quantity and frequency of the work is identified.

The Contractor shall be responsible to ensure that all waste conforms to that which is accepted at the waste transfer station.

6.7 Contract Quantities

The quantities given of monthly pickups are estimated quantities based on information from current Mackenzie County census and utilities data.

The Contractor shall provide to Mackenzie County monthly, records of all actual quantities of residences receiving collection.



SUPPLEMENTAL CONDITIONS

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6.8 Scavenging

The Contractor or his employees shall not engage in the scavenging of waste materials at any of the waste transfer stations or from any collection site or residence.

6.9 Road Bans/Weight Restrictions

For weight restrictions or road bans placed on any road or access to any of the waste transfer stations identified herein, the Contractor shall be responsible for obtaining all approvals and/or special haul permits. All costs associated with approvals and/or haul permits shall be borne by the Contractor. Any costs associated with compliance with this section are to be compensated through the basic unit prices in the Proposal Documents.

6.10 Payment

Payment shall be based on the basic Contract Unit Price per residential site/per month

Transportation to the La Crete Waste Transfer Station and disposal of waste there is incidental to the Contract and no other form of compensation will be given.

Payments in accordance with the Contract shall constitute full compensation for work completed. Including furnishing of all equipment, labor, tools, machinery and work incidental thereto as well as any expenses incurred due to any cause whatsoever except as otherwise provided herein.

Mackenzie County will make payments on a monthly basis upon receipt of an invoice, complete with collection records from the Contractor.



SUPPLEMENTAL CONDITIONS

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6.11 Request for Contract Price Adjustment

At times events outside of reasonable control combine to inflate costs in the economy such as significant increases in fuel costs or landfill tipping fees and etc. In the event that the Contractor experiences such inflation and it significantly increases the costs of his operations as he attempts to fulfill the terms of this contract, Mackenzie County will consider an adjustment to the Contract Price on request from the Contractor.

The Contractor must submit a written request for adjustment to his contract unit price to the Chief Administrative Officer or designate. The written request must outline the nature of the adjustment, the reason for the adjustment, the percentage increase in operational costs, and the adjustment amount requested. Mackenzie County will take the request into consideration and, if in agreement, may authorize, by written order, equitable adjustments be made to the Contract Price.

At no time is the Mackenzie County obligated in any way whatsoever to grant the Contractors request for a Contract Price adjustment.

6.12 County Responsibility

Mackenzie County is responsible to ensure that the waste transfer stations are capable of accepting waste, having available bin space to permit the acceptance of waste during the dates that Mackenzie County has stipulated as pick collection dates.

6.13 Penalty Clause

If in the opinion of Mackenzie County the Contractor is in default of services, Mackenzie County reserves the right to administer a fine in the amount of one thousand dollars (\$1,000.00) per occurrence in accordance with General Condition 5.12 or terminate the contract pursuant to General Condition 5.13.

6.14 Contract Extension

In accordance with General Condition 5.15, the Contract **may** be extended by two, one-year periods at the **discretion of Mackenzie County**.

6.15 Other

The Contractor will at all times understand and comply with the Hamlet Residential Waste Collection By-law.



Schedule "B"
Collection Sites







MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	May 23, 2012
Presented By:	Al Hoggan – Director of Community and Protective Services
Title:	Future Landfill Land Acquisition

BACKGROUND / PROPOSAL:

Council motion 12-03-178 *“That administration research additional options and costs for securing a lease on Section 27-106-13-5”* was made at the March 15, 2012 Regular Council meeting.

The section of land in question is specifically earmarked as a potential site for landfill usage.

OPTIONS & BENEFITS

Upon investigations into the possible option to lease versus purchasing administration found the following:

Annual lease cost:	\$5.00/acre	\$3,200 per year
Initial survey cost:	approximate	\$7,500
Initial reclamation deposit:	\$1000/acre	\$40,000.00
Estimated total year one:		\$50,700.00

Reclamation costs are based on the reasonable acres to be disturbed. Assuming a minimum of 40 acres for the initial portion of the landfill, would equal the amount of \$40,000. Further development of the landfill would require additional survey and additional reclamation costs. These are Sustainable Resource Development charges and have no bearing on any Alberta Environment requirements.

SRD has also indicated that they would discourage a lease on a property that would have a potential permanent usage such as land-fill or sewage lagoon.

Author: A. Hoggan Reviewed by: _____ CAO _____

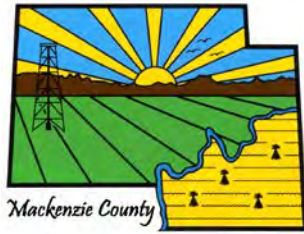
COSTS & SOURCE OF FUNDING:

2012 Operating Budget

RECOMMENDED ACTION:

That administration be authorized to proceed with the negotiations for the purchase of Section 27-106-13-5 as authorized in Council Motion 12-03-177 and that a lease on these lands not be pursued at this time.

Author: A. Hoggan Reviewed by: _____ CAO _____



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	May 23, 2012
Presented By:	John Klassen, Director of Operations
Title:	Highway 88 Connector Tender – 4:15 p.m.

BACKGROUND / PROPOSAL:

The Highway 88 Connector tender is scheduled to close on Wednesday, May 23, 2012 at 4:00 p.m.

OPTIONS & BENEFITS:

N/A

COSTS & SOURCE OF FUNDING:

To be funded under the 2012 Capital Budget.

RECOMMENDED ACTION:

Motion 1

That the Highway 88 Connector Tenders be opened.

Motion 2

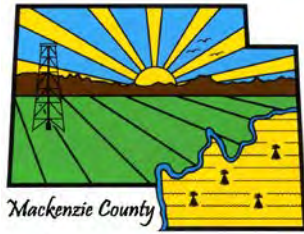
That the Highway 88 Connector Tender be awarded to the lowest qualifying bidder.

Author: P. Short **Review Date:** _____ **CAO** _____

TENDER OPENING

**Highway 88 Connector Tender
May 23, 2012 @ 4:15 p.m.**

NAME	Total Tender Amount



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	May 23, 2012
Presented By:	John Klassen, Director of Operations
Title:	Regravelling Tender – 4:30 p.m.

BACKGROUND / PROPOSAL:

The regravelling tender is scheduled to close on Wednesday, May 23, 2012 at 4:00 p.m.

OPTIONS & BENEFITS:

N/A

COSTS & SOURCE OF FUNDING:

To be funded under the 2012 Operating Budget.

RECOMMENDED ACTION:

Motion 1

That the 2012 Regravelling Tenders be opened.

Motion 2

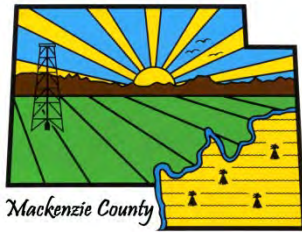
That the 2012 Regravelling Tender be awarded to the lowest qualifying bidder.

Author: P. Short **Review Date:** _____ **CAO** _____

TENDER OPENING

**Regravelling Tender
May 23, 2012 @ 4:30 p.m.**

NAME	Total Tender Amount



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	May 23, 2012
Presented By:	Joulia Whittleton, Chief Administrative Officer
Title:	Infrastructure to New Agricultural Lands

BACKGROUND / PROPOSAL:

Approximately 99,000 acres of new agricultural land was sold in Mackenzie County by the Province.

OPTIONS & BENEFITS:

The County continues discussions regarding infrastructure servicing and funding options for these new lands.

At their last meeting on May 15 2012, the Agricultural Land Use Planning Committee passed the following motion:

That a recommendation be taken to Council to proceed with obtaining regulatory approvals for establishing a crossing at the Little Buffalo in order to access new lands and connect to the East Peace road.

Subsequent to this meeting, administration discussed this and recommends that appropriate monitoring and regulatory approvals for the installation of crossings in the County's road allowances be lead by the County for all fish bearing channels.

COSTS & SOURCE OF FUNDING:

Operating budgets

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

RECOMMENDED ACTION:

Motion 1:

That administration be authorized to proceed with obtaining regulatory approvals for establishing a crossing at the Little Buffalo in order to access new lands and connect to the East Peace road.

Motion 2:

That administration takes the lead in obtaining all regulatory approvals for crossings installation in the County's road allowances for all fish bearing channels (as determined by the Department of Fisheries and Oceans) as necessary to service new agricultural lands.

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



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	May 23, 2012
Presented By:	Grant Smith, Agricultural Fieldman William (Bill) Kostiw, Executive Director of Infrastructure Development & Government Relations
Title:	High Level Flood Control Phase II Contract

BACKGROUND / PROPOSAL:

The County tendered and received three bids which were opened at the April 11, 2012 Council meeting. The County awarded the contract to the lowest bidder and amended the budget accordingly. On May 3, 2012 the low bidder voluntarily withdrew and forfeited his 10% deposit. We have reviewed this matter with legal and the project engineer.

The following tenders were received:

Dechant Construction Ltd.	\$641,451.11
Forest Trotter	\$518,250.00
Northwest Trenching Ltd.	\$143,935.00

OPTIONS & BENEFITS:

There are two options:

Option A: Disqualify all bids for budget reasons and retender with some minor modifications to the tender document, such as clean scope of work and reducing allowable contingency.

Option B: That Council amend the budget.

The benefits would be to move the project forward. Phase III would be dealt with by Council after phase II is settled.

Author: W. Kostiw **Reviewed by:** _____ **CAO** _____

COSTS & SOURCE OF FUNDING:

To be determined after tender is reviewed.

RECOMMENDED ACTION:

That administration be authorized to retender the High Level Flood Control Phase II project.

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

FOCUS

May 9, 2012
File No. 020200489

Fax # (780) 927-3718
Mackenzie County
P.O. Box 640
FORT VERMILION, AB
T0H 1N0

ATTN: Bill (William) Kostiw, Executive Director of Infrastructure

Dear Bill:

**RE: Drainage Improvement Project
High Level East Flood Control - Phase 2**

Further to the Tenders received on the above noted Project and the withdrawal of the Tender by North West Trenching Ltd., our understanding of the options available to the County are:

- a) Accept the second lowest Tender
- b) Negotiate a lower Tender price, if possible, with the second lowest Tenderer
- c) Reject all Tenders and re-tender the Project.

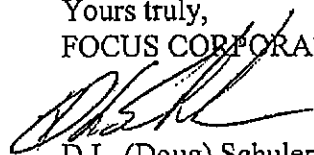
The September 27, 2011 Pre-Tender Project Cost was estimated at \$541,000.00. The second lowest Tenderer is approximately 11.5% higher than the estimated cost.

We have attached a Post-Tender cost estimate based on the second lowest Tenderer as received from Forest Trotter Contracting Ltd.

We will require direction from the County on the method to proceed for securing a Contract or to complete the Project.

For further information or discussion, please contact the undersigned @ (780) 624-5631.

Yours truly,
FOCUS CORPORATION



D.L. (Doug) Schuler
Senior Project Manager

DLS/mlc
Enclosure

May 9, 2012
File No. 020200489

**MACKENZIE COUNTY
DRAINAGE IMPROVEMENT PROJECT
HIGH LEVEL EAST FLOOD CONTROL -PHASE 2**

POST-TENDER COST ESTIMATE

1.	Forest Trotter Contracting Ltd. Tender (<i>rounded</i>)	\$513,300.00
2.	Culvert material by County (221 m - 800 diameter)	33,000.00
3.	Road Gravelling by County (500 m ³)	15,000.00
4.	Engineering - design and tendering services estimated @	12,000.00
5.	Engineering - Construction Services estimated @	30,000.00
	TOTAL ESTIMATED COST	\$ 603,300.00
6.	Less North West Trenching Ltd. Tender deposit (<i>rounded</i>)	<u>13,100.00</u>
		\$590,200.00

Note: *The above figures do not include G.S.T.
The Tender includes a \$30,000.00 contingency allowance and \$2,000.00 materials testing allowance.
Pre-tender cost estimate on September 27,2011 was \$541,000.00 including contingency allowance.*



MACKENZIE COUNTY

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	May 23, 2012
Presented By:	John Klassen, Director of Operations
Title:	Hamlet Speed Zone (La Crete)

BACKGROUND / PROPOSAL:

As development continues within our Hamlets we are required to revisit speed zones in various areas, it has been brought to our attention that the speed limit on the La Crete North access seems to be posted at too high a speed which creates safety concerns in conjunction with the current development, therefore as per section 8(b) of the School and Speed Zone Bylaw 723/09 administration is proposing to reduce the speed on the north access from 100 Km/hr to 70 Km/hr starting from 100 St eastward to the Hamlet boundary.(see attached map) It has also been discussed that along with the speed reduction the County may want to paint a double solid line from 100th St to just past the North Point development access.

8. HAMLET SPEED LIMITS

- a) That a maximum speed limit of fifty (50) kilometers per hour be established in the hamlets of Fort Vermilion, La Crete and Zama, except in designated school and playground zones.
- b) Notwithstanding clause 8. a) that a maximum of seventy (70) kilometers per hour transition zone that connects a fifty (50) kilometers an hour zone within a hamlet increasing to a seventy (70) kilometer an hour zone to the hamlet boundary before proceeding to either an eighty (80) kilometers per hour zone on a gravel road or a one hundred (100) kilometer an hour zone on a paved highway, may be established on the outskirts of the hamlets as designated by the Director of Operations.
- c) That proper speed limit signs be placed at the boundaries of those hamlets mentioned in Section 1.

Author: John Klassen **Review Date:** _____ **CAO** _____

OPTIONS & BENEFITS:

For discussion.

COSTS & SOURCE OF FUNDING:

To be funded from the 2012 Operating Budget.

RECOMMENDED ACTION:

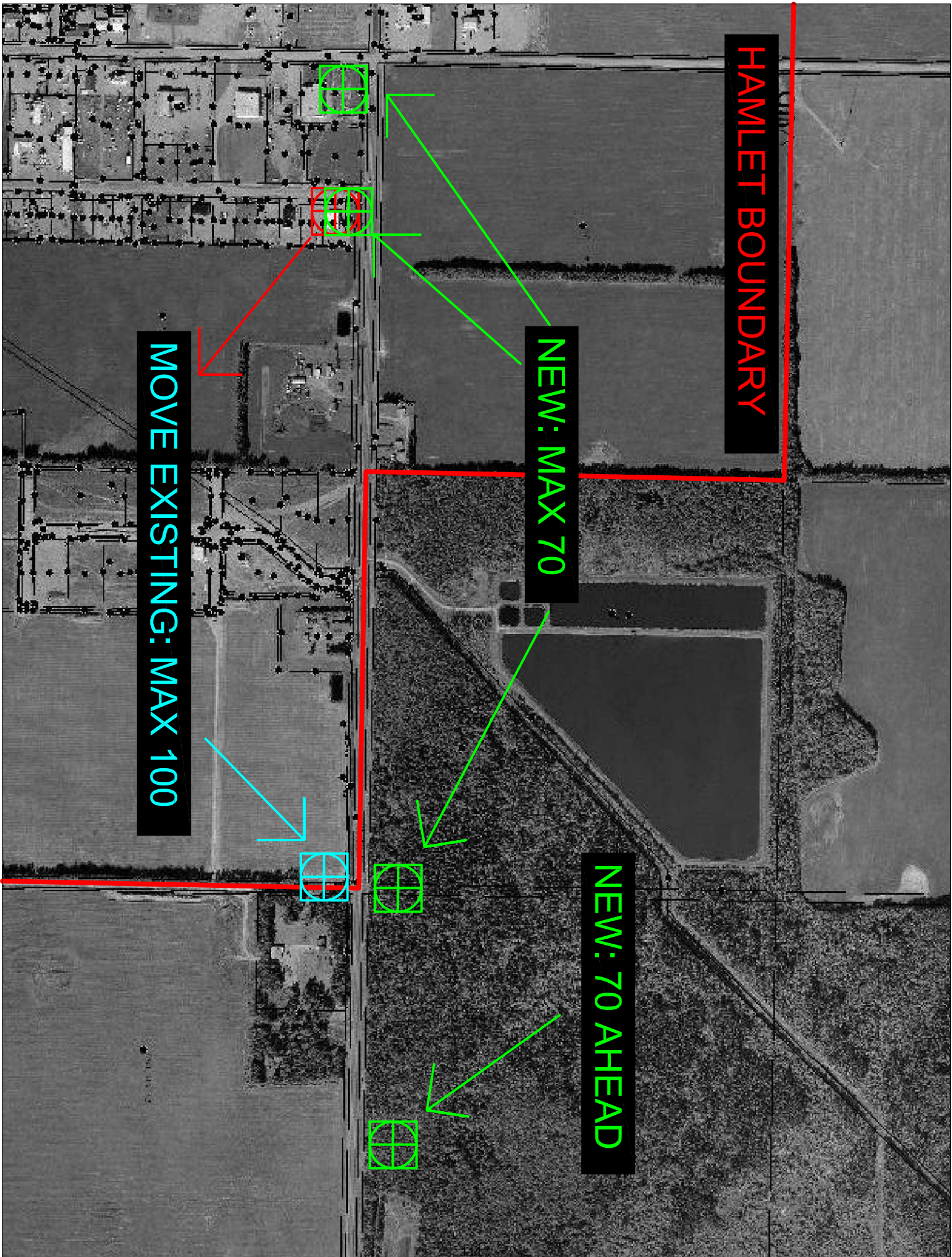
Motion #1

That the La Crete North access speed zone be reduced to 70 Km/hr from 100th St to the Hamlet Boundary.

Motion #2

That a double solid center line be painted on the La Crete North access from 100th St to 50 meters East of the North Point development access.

Author: John Klassen Review Date: _____ CAO _____

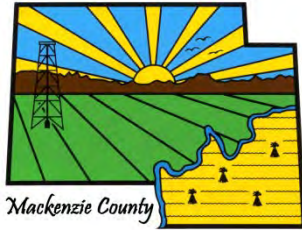


HAMLET BOUNDARY

NEW: MAX 70

MOVE EXISTING: MAX 100

NEW: 70 AHEAD



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	May 23, 2012
Presented By:	William (Bill) Kostiw, Executive Director of Infrastructure Development & Government Relations
Title:	Engineering Services

BACKGROUND / PROPOSAL:

The Highway 88 base paving phase II and the regional water phase II need clarification and designated engineering consultants. As well the resource road grant applications need attention.

OPTIONS & BENEFITS:

There are many engineering options and the recommendations are based on level of service, dedication to the County & costs. The resource road grant application could be completed for both the 88 Connector and Zama Access. The traffic counts will be critical as will political support.

The benefit of appointing engineers soon is to capture prime traffic counts and meet with government.

COSTS & SOURCE OF FUNDING:

Estimated engineering cost for the overall 88 Connector Phase II are preliminary \$50,000 & overall \$500,000. The estimated cost of engineering for the water project are preliminary \$4,000 and overall \$25,000. It will be more if the booster station is approved estimated at \$30,000. These expenses are in the 2012 budget in these projects.

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

RECOMMENDED ACTION:

Motion 1

That administration be instructed to proceed with the Resource Road Grant application on the Highway 88 Connector and the Zama Access with Genivar as the engineers.

Note: Genivar would be the engineers for the total projects until completion when funding permits.

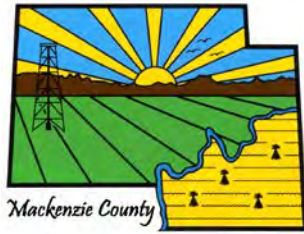
Motion 3

That administration be instructed to proceed with the design and tendering of the rural water and pumping station as budgeted.

Motion 4

That DCL Siemens Engineering be appointed as the engineers for the rural water extension and pumping station projects.

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



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	May 23, 2012
Presented By:	Liane Lambert, Development Officer
Title:	Bylaw 863-12 Plan Cancellation Plan 022 7583, Block 15, Lot 14 (La Crete)

BACKGROUND / PROPOSAL:

The Planning Department has received a Land Use Bylaw Amendment Application to cancel Plan 022 7583, Block 15, Lot 14 within the Hamlet of La Crete.

In 2002, an application was made to change the boundaries of Plan 762 0383, Block 15, Lot 1, to enlarge the lot by moving the property line 15.24 meters south.

Now the landowner would like to cancel this new plan and revert to the original plan in order to sell the 15.24 meters back to the landowner from the adjacent south property.

This application was presented to the Municipal Planning Commission (MPC) at their May 10, 2012 meeting where the following motion was made:

MOTION 11-288 *That the Municipal Planning Commission recommendation to Council be for the approval of Bylaw 863-12, being a Plan Cancellation Bylaw to cancel Plan 022 7583, Block 15, Lot 14 in the Hamlet of La Crete, subject to public hearing input.*

OPTIONS & BENEFITS:

A plan cancellation must be completed by Bylaw, and then submitted to Alberta Land titles for registration.

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

BYLAW NO. 863-12

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

**FOR THE PURPOSE OF CANCELLING A
PLAN OF SUBDIVISION
IN ACCORDANCE WITH SECTION 658 OF THE
MUNICIPAL GOVERNMENT ACT, CHAPTER M-26,
REVISED STATUTES OF ALBERTA 2000.**

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

WHEREAS, Mackenzie County has adopted the Mackenzie County Land Use Bylaw in 2011, and

WHEREAS, Council of Mackenzie County has determined that a subdivision, as outlined in Schedule "A" hereto attached, be subject to cancellation, and

WHEREAS, the registered owner of Plan 0227583, Block 15, Lot 14, have requested that the lands be canceled; and

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

1. That Subdivision Plan 022 7583, Block 15, Lot 14, as outlined in Schedule "A" hereto attached, is hereby cancelled in full.

READ a first time this ___ day of _____, 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

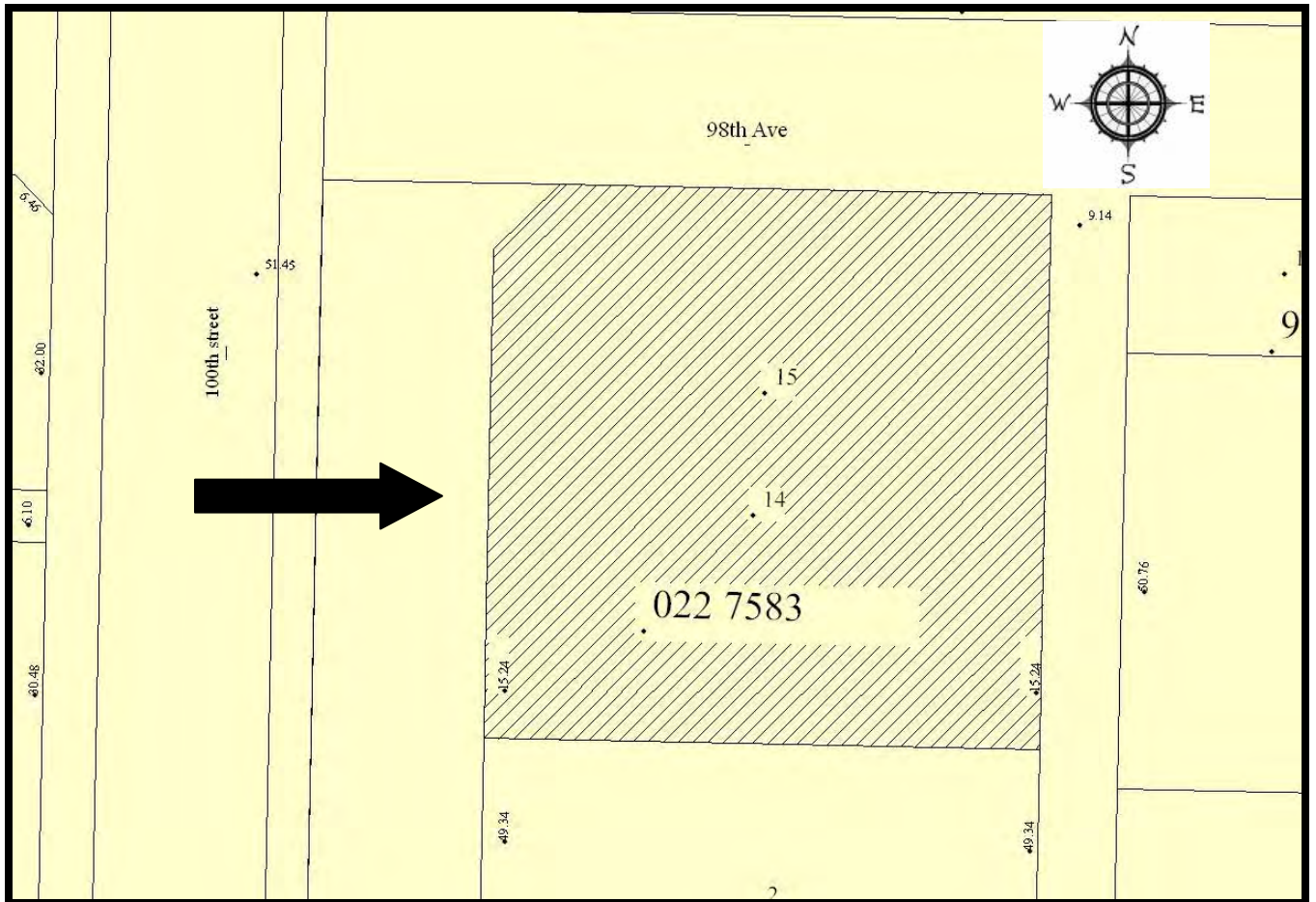
BYLAW No. 863-12

SCHEDULE "A"

1. That the Subdivision Plan, known as:

Plan 022 7583, Block 15, Lot 14

located within the Hamlet of La Crete, be cancelled in full.





LAND USE BYLAW AMENDMENT APPLICATION

APPLICATION NO. 863-12

NAME OF APPLICANT <u>1522C Dyck</u>		
ADDRESS <u>Box 195</u>		
TOWN <u>La Crete, AB</u>		
POSTAL CODE <u>T0L2A0</u>	PHONE (RES.) <u>280-928-3219</u>	BUS. <u>926-9155</u>

COMPLETE IF DIFFERENT FROM APPLICANT

NAME OF REGISTER OWNER		
ADDRESS		
TOWN		
POSTAL CODE	PHONE (RES.)	BUS.

LEGAL DESCRIPTION OF THE LAND AFFECTED BY THE PROPOSED AMENDMENT

QTR./LS.	SEC.	TWP.	RANGE	M.	OR	PLAN	BLK	LOT
						<u>762 0383</u>	<u>15</u>	<u>1</u>

LAND USE CLASSIFICATION AMENDMENT PROPOSED:

FROM: N/A TO: N/A

REASONS SUPPORTING PROPOSED AMENDMENT:

Plan cancellation to revert to previous plan to allow for the sale of the southernmost 15.29m to the adjacent land own.

I/WE HAVE ENCLOSED THE REQUIRED APPLICATION FEE OF ~~\$150.00~~ 400.00

RECEIPT NO. 144195

[Signature]
APPLICANT

[Signature] April 19, 201
DATE

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

REGISTERED OWNER

DATE

18

5

Lot 1

NY

Road Plan 3871 LZ

Government Road Allowance

100th Street

Road Plan 3871 LZ

100th A Street

Lot 18
Block 5
Plan 902 0454

98th Avenue

Lot 14
Lot 1 Block 15
(0.416 ha.)
Block 15
Plan ~~892-0813~~
762 0383

Lot 2

15.24

15.24

Lot 2

Block 15

Plan ~~892-0813~~
762 0383

Lot 3

Lot 4

Lane

Lot 13
Block 15
Plan 922 1798

Lot

Plan 762 (

Block 15

D/W P/L

Lo

Lc



Plan 022 7583, Bl 15, Lot 14

14

Old lot line

022 1798

1160 NY

762 0383

121



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	May 23, 2012
Presented By:	Christopher Wilcott – Planner
Title:	Bylaw No. 865-12 Land Use Bylaw Amendment for the Creation of an Airport Land Use District (AP)

BACKGROUND / PROPOSAL:

As a part of the ongoing revamp of Mackenzie County’s local airport policies (redesign of the La Crete Airport and creation of the AVPAs for the High Level, Fort Vermilion, La Crete, and Zama air facilities), the Planning and Development Department has decided that the current practice of utilizing Hamlet Commercial 1 (HC1) setbacks to determine the building footprints on airport properties is not a desirable practice.

This practice is not custom designed to meet the needs of our airports’ development and, as the land most of our airports are located on is currently zoned for agricultural purposes, the County is contradicting its own Land Use Bylaw by continuing this practice. Furthermore, this current practice would not likely stand up if challenged in an appeal board scenario.

As a result, the Planning and Development Department has decided to move forward with the creation of an Airport District “AP” within the Mackenzie County Land Use Bylaw 791-10. This entails the creation of the zoning district as well as adding a definition to the Land Use Bylaw as outlined in Schedule ‘A’ of this proposed bylaw.

This proposed Airport District “AP” is based on a similar district from the City of Grande Prairie’s Land Use Bylaw which is included for background.

OPTIONS & BENEFITS:

Benefits:

The benefits of this proposed bylaw is that the Planning and Development Department would have a clearly defined definition of how to proceed with development of the County’s air facilities. This land-use district would also be much more likely to stand up

Author: C. Wilcott **Reviewed by:** B. Kostiw **CAO** J. Whittleton

to appeal as opposed to the current practice of using HC1 setbacks in areas zoned for Agriculture.

On May 10th, the MPC reviewed this proposed Bylaw and passed the following motion:

That MPC recommend to Council for the Planning and Development Department to amend the Land Use bylaw to create the proposed Airport District "AP" as outlined in Bylaw 8__-12 hereto attached.

Bylaw No. 865-12 has since been assigned to this proposed Bylaw.

Upon further review and consultation with stakeholders and administration staff, the Planning and Development Department also proposes to amend this Bylaw at first reading to include consideration for the on-site parking requirements as the current general parking requirements will require an excessive amount of parking spots for this use.

Option 1:

Council can give the proposed Bylaw 865-12 first reading as was presented and accepted by the MPC.

Option 2:

Council can give the proposed alternative Bylaw 865-12 first reading as presented to allow for on-site parking requirements. The added parking requirements are highlighted on the attached Schedule "A".

COSTS & SOURCE OF FUNDING:

N/A – Staff Time

RECOMMENDED ACTION:

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.

Author: C. Wilcott **Reviewed by:** B. Kostiw **CAO** J. Whittleton

BYLAW NO. 865-12
BEING A BYLAW OF
MACKENZIE COUNTY
IN THE PROVINCE OF ALBERTA

TO AMEND THE
MACKENZIE COUNTY LAND USE BYLAW

WHEREAS, Mackenzie County has a Municipal Development Plan adopted in 2009 by Bylaw 735-09, and

WHEREAS, Mackenzie County has adopted the Mackenzie County Land Use Bylaw 791-10 in 2011, and

WHEREAS, the Council of Mackenzie County, in the Province of Alberta, has deemed it desirable to amend the Mackenzie County Land Use Bylaw to establish a land-use district to permit the orderly development of the County's Aerodromes and Airports.

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

1. This Bylaw establishes an Airport District – "AP" Land Use District;
2. The definition and uses of "HANGARS AND TERMINAL FACILITIES", attached to and forming part of this bylaw as Schedule "A"; and
3. This bylaw shall come into force and take effect upon the date of third reading by Mackenzie County Council.

READ a first time this ___ day of _____, 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

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

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.

(a) LOT Area:

At the discretion of the Development Authority.

(b) 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 , 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.

Section 94 Airport District - AP

94.1 Purpose

To provide for the orderly operation and development of the Grande Prairie Airport.

94.2 Permitted Uses	94.3 Discretionary Uses
<ul style="list-style-type: none"> • Accessory Building and Use • Aircraft Sale/Rental • Bulk Chemical and Fuel Storage • Communication Tower • Essential Public Service • Fleet Service • Hangars and Terminal Facilities 	<ul style="list-style-type: none"> • Eating and/or Drinking Facility (Minor) • Extensive Agriculture • Gas Bar • Office (Minor) • Outdoor Storage • Public Utility • Restaurant • Retail Store (Convenience) • Surveillance Suite <p style="text-align: right;">(Bylaw C-1100-87 - March 12, 2007)</p>

94.4 Site Provisions

In addition to the General Regulations contained in Part Seven and Part Eight, the following standards shall apply to every development in this district.

- (a) Minimum site area and yard setbacks are at the discretion of the Development Authority;
- (b) 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.

94.5 Additional Requirements

- (a) The Airport District is considered as within the Airport Vicinity Overlay (Schedule D) and, therefore, is subject to the provisions of such Overlay;
- (b) Uses and developments on airport property must comply with the Grande Prairie Airport Master Plan 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, 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.



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	May 23, 2012
Presented By:	Christopher Wilcott – Planner
Title:	La Crete Airport – East Lots Site Plan

BACKGROUND / PROPOSAL:

As a part of the ongoing revamp of Mackenzie County’s local airport policies (creation and Airport Land Use District and creation of the AVPAs for the High Level, Fort Vermilion, La Crete, and Zama air facilities), the Planning and Development Department has been working with stakeholders to develop a site plan for the La Crete airport that will accommodate current users while providing room for growth.

At this stage of the process, the eastern lots of the La Crete Airport are currently where there are existing hangars and infrastructure is in place to accommodate immediate development. In consultation with stakeholders, the existing boundaries of the taxiway have been narrowed by 5 meters and added to the hangar lots. Also, a 5 meter corridor between the lots and roads will be eliminated to add to the lot sizes.

The eastern lots are planned to be Phase 1 of the La Crete Airport’s development with Phase 2 being planned for the western end of this site pending funding for site infrastructure. Eventually, a Phase 3, which may include a terminal building, will be planned for land to the east of the existing airport that is yet to be acquired by the County.

Author: C. Wilcott **Reviewed by:** B. Kostiw **CAO** J. Whittleton

OPTIONS & BENEFITS:

Benefits:

Moving forward with the La Crete Airport Site plan will provide a greater level of certainty to the aviation community. Having a thriving airport in the La Crete region will also accommodate and facilitate the growth and aspirations of the community at large in terms of transportation and economic development.

COSTS & SOURCE OF FUNDING:

Legal surveying and other site development costs estimated at \$10,000 for Phase 1 as well as staff time (available in currently approved budget).

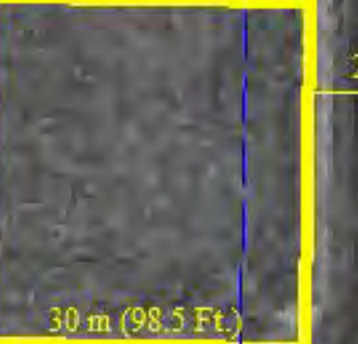
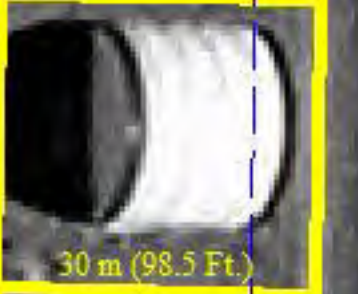
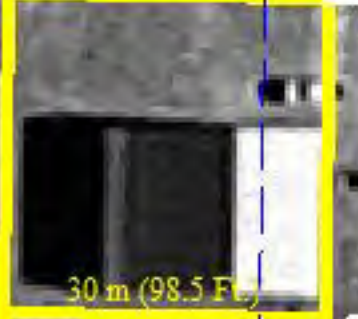
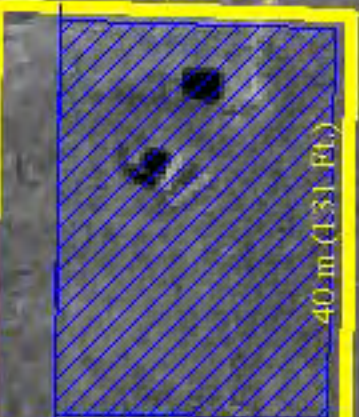
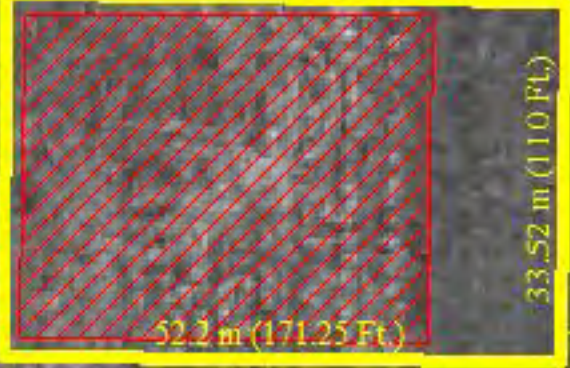
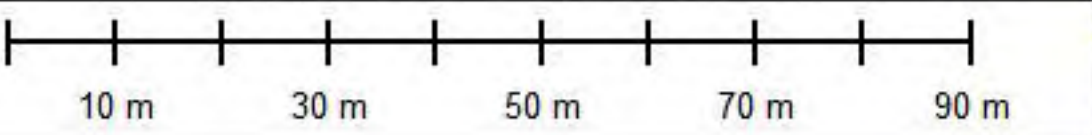
RECOMMENDED ACTION:

That the La Crete Airport site plan be approved as presented.

Author: C. Wilcott **Reviewed by:** B. Kostiw **CAO** J. Whittleton



Area of Phase 2



171.25 Ft

33.52 m (110 Ft)

33.52 m (110 Ft)

52.2 m (171.25 Ft)

20 m (66 Ft)

35 m (115 Ft)

40 m (131 Ft)

10 m (33 Ft)

30 m (98.5 Ft)

27.5 m (90 Ft)

25 m (82 Ft)

40 m (131 Ft)

Approximate Setback Distance

35 m (115 Ft)

25 m (82 Ft)

Taxiway

30 m (98.5 Ft)

27.5 m (90 Ft)

25 m (82 Ft)

10 m (32.8 Ft) From Centre Line

35 m (115 Ft)

5 m (49 Ft)

32.5 m (106.6 Ft)

30 m (98.5 Ft)

12 m (39.4 Ft)

30 m (98 Ft)

Existing Lot Boundary



Space for 697 Widening

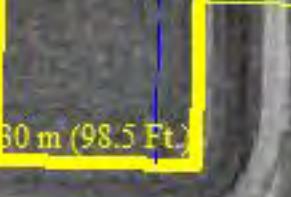
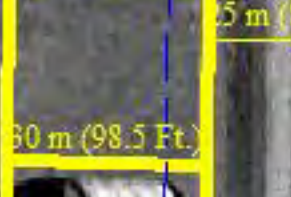
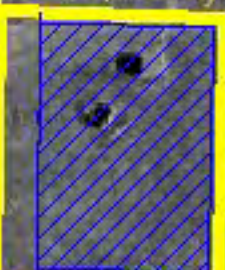
Service Road ROW

Building Footprint

Area of Phase 2

Area of Phase 3

Taxiway



PH 697 (30.48 m)

15 m 30 m

25 m (82 Ft)

35 m Distance to 45' ROW

33.52 m (110 Ft)

(171.25 Ft)

52.2 m (171.25 Ft)

35 m (115 Ft)

10 m (33 Ft)

5 m (82 Ft)

80 m (98.5 Ft)

7.5 m (90 Ft)

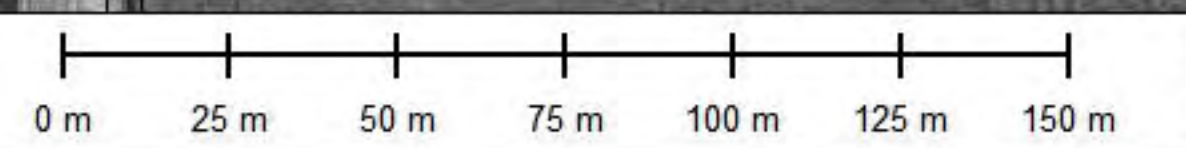
80 m (98.5 Ft)

40 m (131 Ft)

35 m (115 Ft)

10 m (32.8 Ft) From Centre Line

10 m (33 Ft)



N.W. 1/4 SEC. 01-106-15-W5M



SECONDARY HIGHWAY 697

PROPOSED HANGER

FUTURE LOTS

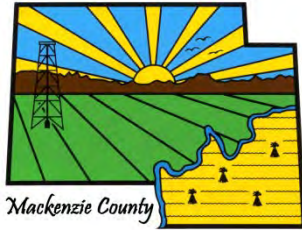
EXISTING HANGERS

PROPOSED SUBDIVISION

EXISTING GRAVELLED ROAD

S.W. 1/4 SEC. 01-106-15-W5M

SCALE 1:2500



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	May 23, 2012
Presented By:	Joulia Whittleton, Chief Administrative Officer
Title:	Town of Rainbow Lake – Draft Municipal Development Plan

BACKGROUND / PROPOSAL:

Under MGA, s. 636, while preparing a statutory plan a municipality must notify adjacent municipalities of the plan preparation and provide opportunities to those municipalities to make suggestions and representations.

OPTIONS & BENEFITS:

The Town of Rainbow Lake is in the process of preparing their new MDP and have submitted it to the County for comments with a deadline of May 24, 2012 to submit our comments.

Please review and provide comments regarding the Plan which has been previously provided to Council.

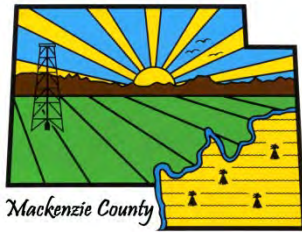
COSTS & SOURCE OF FUNDING:

N/A

RECOMMENDED ACTION:

That administration be authorized to provide a reply regarding the Town of Rainbow Lake proposed Municipal Development Plan as discussed.

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



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	May 23, 2012
Presented By:	Joulia Whittleton, Chief Administrative Officer
Title:	Assessment Contract

BACKGROUND / PROPOSAL:

Each Council must appoint an assessor by bylaw.

Alliance Assessment Consultants Ltd. is the County's currently appointed assessor. Their contract was extended once in 2011. The following motion was made:

That the assessment contract with Alliance Assessment Consultants Ltd. be extended for one year: preparation of 2012 assessment for 2013 taxation year.

OPTIONS & BENEFITS:

Alliance Assessment Consultants Ltd. has submitted a letter expressing their interest to continue providing assessment services for a 4 year term at a cost of \$195,000/year with an additional \$20.00 fee per new parcel of land (sold from AB SRD agricultural sales).

The Finance Committee reviewed this proposal and were presented with two options for recommendation to Council: to extend the contract for four year term as proposed by Alliance Assessment or to issue a request for proposal for assessment services.

The Finance Committee passed a motion recommending to extend the contract for a four year term with Alliance Assessment Consultants Ltd.

COSTS & SOURCE OF FUNDING:

Annual operating budget

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

RECOMMENDED ACTION:

That administration be authorized to extend the contract with Alliance Assessment Consultants Ltd. for the provision of assessment services for the 2013-2016 assessment years (2014-2017 taxation years) at \$195,000 per year plus \$20.00 per new agricultural parcel (Alberta Sustainable Resource Development land sales).

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

May 4, 2012

Mackenzie County
4511-46 Ave
Fort Vermillion, Alberta
TOH 1N0

Attention: Joulia Whittleton; Chief Administrative Officer

RE: Assessment Services Contract

Dear Joulia,

Further to our recent discussions on the above noted subject we only have one year left (2012 assessment for 2013 tax year) on our current contract.

Alliance Assessment would be very pleased to continue providing assessment services to the County for another four years at a cost of \$195,000 per year.

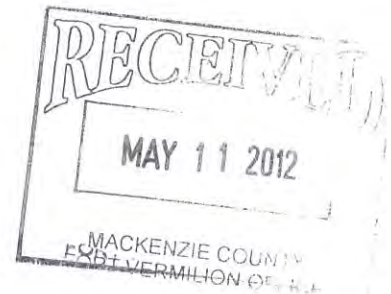
The only change to the current wording in the contract would be an extra charge per new Notifacation to Patent accounts, we would invoice these separately at \$20 per parcel.

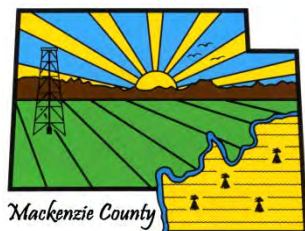
I trust you find the following in order, please contact me if you have any question or concerns.

Regards,



Randy Affolder; President of Alliance Assessment





MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	May 23, 2012
Presented By:	Joulia Whittleton, Chief Administrative Officer
Title:	Appointment of Auditors

BACKGROUND / PROPOSAL:

Under MGA, s. 280, each council must appoint one or more auditors for the municipality.

OPTIONS & BENEFITS:

The existing audit contract with Wilde and Company has expired with 2011 being the last year of audit.

Wilde and Company have submitted a letter with proposed fees which was reviewed by the Finance Committee. The Committee was presented with two options for recommendation to Council: accept Wilde and Company proposal for three year term; issue a request for proposal for auditing services.

The Finance Committee passed a motion to recommend to Council to appoint Wilde and Company as the County's auditors by extending the contract for three-years with fees as proposed in their letter dated April 13, 2012.

COSTS & SOURCE OF FUNDING:

Annual operating budget

RECOMMENDED ACTION:

That administration be authorized to extend the contract with Wilde and Company Chartered Accountants for the provision of audit services for the term 2012-2014.

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



Wilde and Company
Chartered Accountants

4902 – 50th STREET
POST OFFICE BOX 70
VEGREVILLE, ALBERTA T9C 1R1

TELEPHONE (780) 632-3673
TOLL FREE 1-800-808-0998
FAX (780) 632-6133
www.wildeandco.com

J.P. WILDE, FCA*
C.A. MILLER, FCA, ICD D*
C.M. PALICHUK, CA*
R.C. SENKO, CA*
K.A. BODNARCHUK, CA*



L.E. ANDERSON PROPP, CA
A.A. BODNARCHUK, CA
G.R. DICKAU, CA
J.M. CUNNINGHAM, CA
D.L. FEBROUSKI, CGA
N.J. KEEL, CA
M.J. MARCACCIO, CA
D.L. SABADOS, CA
R.M. SUCHY, CMA

*Denotes Professional Corporation

April 13, 2012

Joulia Whittleton, CAO
Mackenzie County
Box 640
Fort Vermilion, AB T0H 1N0

Dear Joulia:

Thank you for contacting us to provide a quote for a contract extension of auditing services for Mackenzie County.

I would be your partner-in-charge assisting with the audit engagement and audit field work. Colette Miller, F.C.A. will also be available to you for consulting. We will continue to provide staff continuity and timely and professional responses to your queries as they arise.

WILDE & COMPANY QUALIFICATIONS

Our local firm was established in Vegreville, in 1962, by Jerry Wilde, F.C.A. and has a long history of providing quality professional services to clients in North Eastern Alberta. We specialize in the audit of municipal, school board and not-for-profit organizations and also provide a variety of consulting services to these entities. Our firm presently consists of 27 highly qualified individuals:

- Four partners
- Five managers
- Nine senior accounting staff
- Three junior accounting staff
- Six support staff

Our address is: P.O. Box 70
4902- 50 Street
Vegreville, AB T9C 1R1
1 - 800 - 808 - 0998
email: kbodnarchuk@wildeandco.com

Our objective is to maintain a high level of professional knowledge to serve our clients.

...2

Wilde & Company's reputation for excellent, dedicated service to our clients is unsurpassed.

For over eighteen years we have shared and refined knowledge by preparing the material and instructing the municipal audit courses for the Institute of Chartered Accountants of Alberta.

Our firm has never had disciplinary action taken against it or its partners.

PROPOSED FEES – 2012 - 2014 FISCAL YEARS

The services that we would be providing you in the upcoming years would include the following:

AUDIT SERVICES

Service	2012	2013	2014
County Audit	\$44,000	\$45,500	\$47,000
Audit of Financial Statements and FIR	\$7,000	\$7,250	\$7,500
LAPP audit	\$1,300	\$1,350	\$1,400
Total	\$52,300	\$54,100	\$55,900

Our fees are exclusive of GST, travel time and out-of-pocket costs. Accordingly, these amounts are in addition to the quoted fees and will be shown separately on the invoices. Fees are based on normal County operations and project work. Significant project increases may cause fees to increase. *In the event our hours at our standard rates are less than the quoted fees, the lesser amount will be charged.*

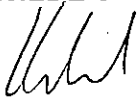
Additional consulting services requested outside the scope of the engagements and not detailed above would be provided at our standard hourly rates that range from \$100 to \$290 in 2012 depending on the level of service required. We believe these professional rates to be excellent value for the expertise provided. No additional services will be undertaken or billed without prior approval of Management.

In accordance with the rules of professional conduct, we confirm that we are independent and have no personal relationships with management or shareholders.

We trust that you will call if you have any questions regarding this proposal.

Yours truly,

WILDE & COMPANY



Kyle A. Bodnarchuk, C.A.

w:\quotes\2012\mackenzie\mackenzie.doc



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	May 23, 2012
Presented By:	Joulia Whittleton, Chief Administrative Officer
Title:	July 10, 2012 Regular Council Meeting

BACKGROUND / PROPOSAL:

The Reeve has requested that the July 10, 2012 regular council meeting be changed to Monday, July 9, 2012.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

RECOMMENDED ACTION:

That the July 10, 2012 regular council meeting be changed to July 9, 2012 (same time and location).

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



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	May 23, 2012
Presented By:	Joulia Whittleton, Chief Administrative Officer
Title:	Geo Tourism Canada – The Ghost of Mac 2012 Voyage

BACKGROUND / PROPOSAL:

See attached request from Geo Tourism Canada regarding the Ghost of Mac 2012 Voyage schedule for June 1 – 15, 2012.

A similar voyage was held last year and the County hosted a BBQ at the landing site in Fort Vermilion.

Administration suggests that if the Fort Vermilion and Area Board of Trade is interested in coordinating a similar type BBQ for their final landing in Fort Vermilion on June 15th that the County covers the cost of barbeque supplies.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

RECOMMENDED ACTION:

For discussion.

Author: C. Gabriel Reviewed by: _____ CAO _____

May 3rd, 2012

Hello!

The *Ghost of Mac* is sailing again! GeoTourism Canada is proud to announce that their ten-metre (33' 3") long replica York Boat will be making its second journey down the Peace River this June. The voyage is planned as a way to share the history of the Peace River, encourage people to explore the river's recreational opportunities and attract more attention to the tourism appeal of the Peace Country.

The boat and its crew will be launching from Dunvegan on Friday, June 1st and making the 540km trip up to Fort Vermilion, making stops along the way at Peace River, Notikewan Park, Carcajou, Tomkins Landing and other places as requested. An estimated schedule is attached.

Last year the York Boat Voyage attracted over 2000 people to various events hosted by communities like yours. GeoTourism Canada would like to invite your community to take advantage of the public's interest in the *Ghost of Mac* and host an event. Your participation will help us encourage residents to come to our stopping places, meet the crew and learn about the historical boat. The crew will be dressed in authentic voyageur clothing, and will be happy to entertain guests of all ages with the stories of yorkmen, the fur trade and stories of their trip.

If your community would like to plan a BBQ, pancake breakfast or other event, please contact us. If a public event is not an option, we can make arrangements for councils or other groups to meet the crew as well. GeoTourism Canada will be marketing the voyage and its events starting soon, so please let us know if you'd like to be a part of this year's adventure!

If you would like more information, or you would like to coordinate an event to celebrate our York Boat's journey, please contact us via email at marketing@geotourismcanada.com, or by phone at 780-332-1222 or 780-625-4190.



We look forward to hearing from you and celebrating on the banks of our Mighty Peace River!

Sincerely,

Theresa Maggs
*Marketing Coordinator,
GeoTourism Canada*



WWW.GEOTOURISMCANADA.COM

BOX 735, GRIMSHAW, ALBERTA T0H 1W0
T. 780-332-1222; F. 780-332-1229
151 OFFICE@GEOTOURISMCANADA.COM

GEOTOURISM
CANADA

2012 Schedule for Public Tour: *The Ghost of Mac 2012 Voyage*

The schedule is tentatively set as follows:

Date & Starting Point	Activity	Overnight Location
Thursday, May 31 Dunvegan	Boat goes in the water, anchored near the Maples Park, Dunvegan. <i>Available for school/small groups to view</i>	Crew will camp overnight at the Dunvegan Campground
Friday, June 1 Dunvegan, likely near the Maples	Crew will load, board and launch by noon <i>School groups have been invited.</i> <i>Possible event in the morning</i>	Crew will overnight at Camp Island (Elk Island Park)
Saturday, June 2 Camp Island (Elk Island Park)	<i>Possible evening event</i>	Crew will overnight at Tangent or Strong Creek Park (depending on interest)
Sunday, June 3 Tangent or Strong Creek Park	<i>Possible morning event</i> <i>Possible late afternoon/evening event.</i>	Crew will overnight in Peace River
Monday, June 4 Riverfront Park Peace River	Crew will be leaving Peace River by noon <i>School groups have been invited to either Riverfront Park or North End Boat Launch</i>	Crew will overnight at Graham Flat
Tuesday, June 5 Graham Flat		Crew will overnight at Peace Island
Wednesday, June 6 Peace Island		Crew will overnight at Kulyna's Flat or Sunny Valley
Thursday, June 7 Kulyna's Flat or Sunny Valley	<i>Possible late afternoon/evening event</i>	Crew will overnight at Notikewin Provincial Park
Friday, June 8 Notikewin Provincial Park	Rest day & changeover of crew members. <i>Possible daytime or evening event</i>	Crew will overnight at Notikewin Provincial Park
Saturday, June 9 Notikewin Provincial Park		Crew will overnight at Big Bend
Sunday, June 10 Big Bend		Crew will overnight at Old Carcajou
Monday, June 11 Old Carcajou	<i>Possible late afternoon/evening event</i> <i>School groups have been invited.</i>	Crew will overnight near Tompkins Landing at the La Crete Campground
Tuesday, June 12 La Crete Campground	<i>School groups have been invited.</i>	Crew will overnight at Wall's Landing
Wednesday, June 13 Wall's Landing	<i>School groups have been invited.</i>	Crew will overnight at Wiebe's Flat
Thursday, June 14 Wiebe's Flat	<i>School groups have been invited.</i>	Crew will overnight at Wieler's Landing
Friday, June 15 Wieler's Landing	Boat and crew will land at Fort Vermilion. Boat will be unloaded and crew will be ready to celebrate! <i>School groups have been invited.</i> <i>Possible evening event</i>	Crew will land at Fort Vermilion in late afternoon.



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	May 23, 2012
Presented By:	Joulia Whittleton, Interim Chief Administrative Officer
Title:	Information/Correspondence

BACKGROUND / PROPOSAL:

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

- RCMP Report
- Green Hectares
-
-
-
-
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-
-
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-
-
-
-

RECOMMENDED ACTION:

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

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

Royal Canadian Mounted Police

Fort Vermilion Detachment
Mackenzie Regional Enhanced Positions

Month End Report for April 2012:

During this reporting period the Fort Vermilion Detachment area received a total of 288 calls for service. 62 of these calls for service were received and investigated in the La Crete area.

Enhanced Position and Fort Vermilion Members files worked on in the La Crete area:

- 1 Animal.
- 2 911 hang up.
- 2 Items lost/found.
- 0 Assistance to other agency.
- 0 Mental Health Act.
- 0 Person reported missing.
- 0 Child Welfare Act.
- 0 Family Relations Act.
- 1 Municipal Bylaw.
- 2 Intersection related traffic violations.
- 1 Speeding violations.
- 6 Seatbelt violations.
- 3 Off Highway Vehicle violation.
- 8 Other Moving traffic violations.
- 5 Other Non-moving traffic violation.
- 0 Liquor Act.
- 1 Driving with disqualified.
- 0 Roadside suspensions.
- 8 Traffic collisions.
- 0 Crime Prevention.
- 0 Disturbing the Peace.
- 1 Fraud under \$5000.
- 0 Harassing phone call.
- 1 Impaired Care or Control over 80 mg% of a Motor vehicle.
- 1 Impaired Operation of a motor vehicle.
- 1 Mischiefs.
- 0 Sexual Offences
- 0 Assault
- 1 Theft.
- 0 Controlled Drugs and Substances Act (Trafficking).

24 = Total Traffic Infractions (Provincial)

9 = Total Criminal Code Offences

Enhanced Position and Fort Vermilion Members files worked on in the rest of the Fort Vermilion detachment area:

- 2 Animal.
 - 6 911 hang up.
 - 9 Items lost/found.
 - 70 Index Checks
 - 0 Assistance to other agency.
 - 4 Mental Health Act.
 - 1 Person reported missing.
 - 1 Child Welfare Act.
 - 1 Family Relations Act.
 - 1 Municipal Bylaw.
 - 3 Intersection related traffic violations.
 - 3 Speeding violations.
 - 6 Seatbelt violations.
 - 4 Off Highway Vehicle violation.
 - 20 Other Moving traffic violations.
 - 8 Other Non-moving traffic violation.
 - 0 Liquor Act.
 - 1 Driving with disqualified.
 - 1 Roadside suspensions.
 - 10 Traffic collisions.
 - 0 Crime Prevention.
 - 1 Disturbing the Peace.
 - 2 Fraud under \$5000.
 - 1 Harassing phone call.
 - 1 Impaired Care or Control over 80 mg% of a Motor vehicle.
 - 3 Impaired Operation of a motor vehicle.
 - 13 Mischiefs.
 - 4 Sexual assault.
 - 11 Assault
 - 2 Theft.
 - 1 Controlled Drugs and Substances Act (Trafficking).
- 48 = Total Traffic Infractions (Provincial)**
69 = Total Criminal Code Offences

Submitted by: Fort Vermilion RCMP

La Crete (MD23 LCR Only)
Statistical Comparison of April and Year to Date
Year 2011 - 2012

Monday, May 07, 2012

CATEGORY	2011		2012		% Change	
	April - 2011	YTD	April - 2012	YTD	April	YTD
Homicide	0	0	0	0	0.0%	0.0%
Offences Related to Death	0	0	0	0	0.0%	0.0%
Robbery	0	0	0	0	0.0%	0.0%
Sexual Assaults	1	1	0	4	-100.0%	300.0%
Other Sexual Offences	2	2	0	3	-100.0%	50.0%
Assault	12	16	0	0	-100.0%	-100.0%
Kidnapping/Hostage/Abduction	0	0	0	0	0.0%	0.0%
Extortion	0	0	0	0	0.0%	0.0%
Criminal Harassment	0	0	0	1	0.0%	100.0%
Uttering Threats	2	2	0	0	-100.0%	-100.0%
Other Persons	0	0	0	0	0.0%	0.0%
TOTAL PERSONS	17	21	0	8	-100.0%	-61.9%
Break & Enter	0	1	0	2	0.0%	100.0%
Theft of Motor Vehicle	0	0	0	1	0.0%	100.0%
Theft Over	0	0	0	1	0.0%	100.0%
Theft Under	0	2	1	12	100.0%	500.0%
Possn Stn Goods	0	0	0	2	0.0%	200.0%
Fraud	0	1	2	4	200.0%	300.0%
Arson	0	0	0	0	0.0%	0.0%
Mischief To Property	3	6	1	14	-66.7%	133.3%
TOTAL PROPERTY	3	10	4	36	33.3%	260.0%
Offensive Weapons	0	1	0	1	0.0%	0.0%
Disturbing the peace	1	2	0	2	-100.0%	0.0%
OTHER CRIMINAL CODE	0	0	1	2	100.0%	200.0%
TOTAL OTHER CRIMINAL CODE	1	3	1	5	0.0%	66.7%
TOTAL CRIMINAL CODE	21	34	5	49	-76.2%	44.1%
Drug Enforcement - Production	0	0	0	0	0.0%	0.0%
Drug Enforcement - Possession	0	0	0	2	0.0%	200.0%
Drug Enforcement - Trafficking	0	0	0	1	0.0%	100.0%
Drug Enforcement - Other	0	0	0	0	0.0%	0.0%
Total Drugs	0	0	0	3	0.0%	300.0%
Federal - General	0	0	0	0	0.0%	0.0%
TOTAL FEDERAL	0	0	0	3	0.0%	300.0%
Liquor Act	0	0	0	1	0.0%	100.0%
Other Provincial Stats	3	9	5	17	66.7%	88.9%
Total Provincial Stats	3	9	5	18	66.7%	100.0%
Municipal By-laws Traffic	0	1	1	1	100.0%	0.0%
Municipal By-laws	1	1	0	3	-100.0%	200.0%
Total Municipal	1	2	1	4	0.0%	100.0%
Fatals	0	0	0	0	0.0%	0.0%
Injury MVAS	0	1	0	0	0.0%	-100.0%
Property Damage MVAS (Reportable)	4	13	8	20	100.0%	53.8%
Property Damage MVAS (Non Reportable)	0	3	0	5	0.0%	66.7%
TOTAL MVAS	4	17	8	25	100.0%	47.1%
Provincial Traffic	40	130	22	55	-45.0%	-57.7%
Other Traffic	0	9	0	2	0.0%	-77.8%
Criminal Code Traffic	0	7	4	6	400.0%	-14.3%
Common Police Activities						
False Alarms	0	6	4	6	400.0%	0.0%
False/Abandoned 911 Call	4	18	2	7	-50.0%	-61.1%
Prisoners Held	2	12	1	14	-50.0%	16.7%
Written Traffic Warnings	0	1	1	1	100.0%	0.0%
Index Checks	0	0	0	0	0.0%	0.0%
Fingerprints taken for Public	0	0	0	0	0.0%	0.0%
Persons Reported Missing	0	0	0	1	0.0%	100.0%
Request to Locate	0	0	0	1	0.0%	100.0%
Abandoned Vehicles	1	3	1	2	0.0%	-33.3%
VSU Accepted	3	3	0	1	-100.0%	-66.7%
VSU Declined	2	8	1	7	-50.0%	-12.5%
VSU Requested but not Avail.	0	0	0	0	0.0%	0.0%
VSU Proactive Referral	0	0	0	2	0.0%	200.0%

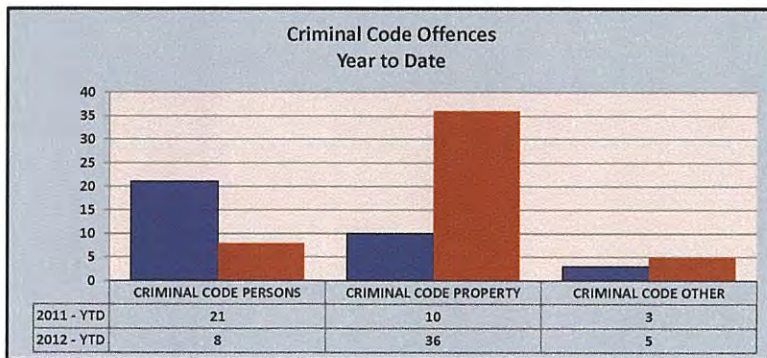
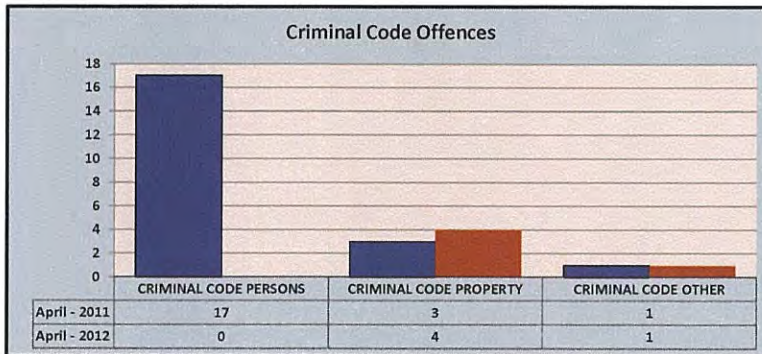
La Crete (MD23 LCR Only)
 Statistical Comparison of April and Year to Date
 Year 2011 - 2012

CATEGORY TOTALS	April - 2011	April - 2012	% Change
CRIMINAL CODE PERSONS	17	0	-100.0%
CRIMINAL CODE PROPERTY	3	4	33.3%
CRIMINAL CODE OTHER	1	1	0.0%
TOTAL CRIMINAL CODE	21	5	-76.2%

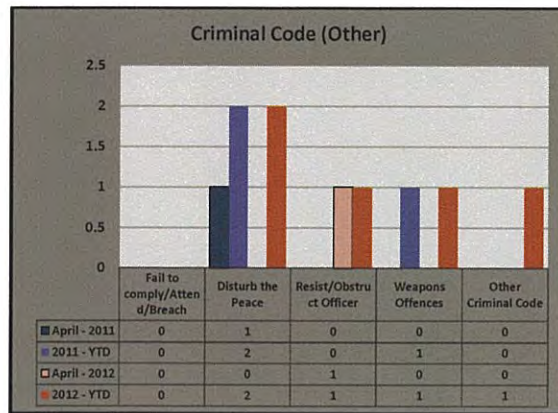
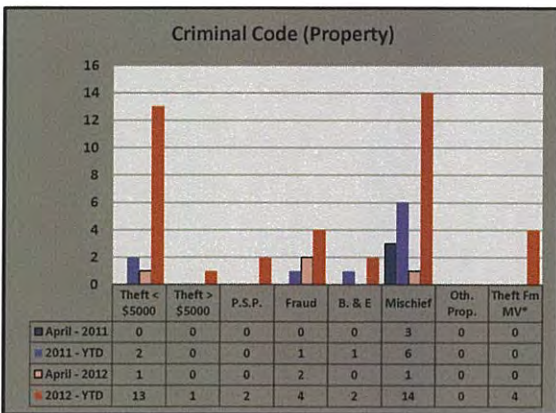
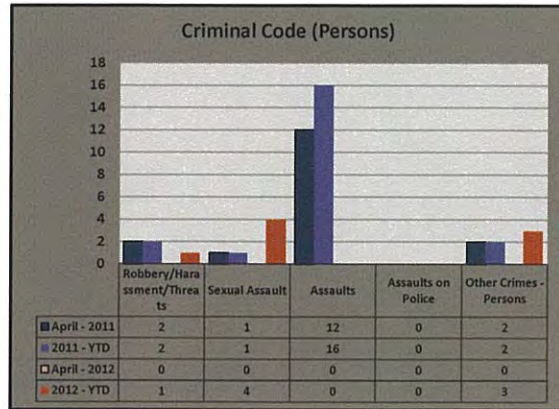
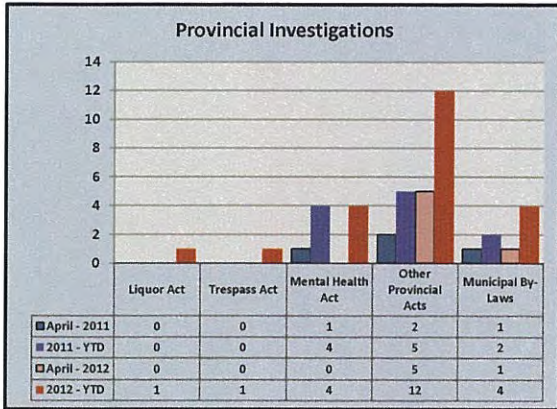
CATEGORY TOTALS	2011 - YTD	2012 - YTD	% Change
CRIMINAL CODE PERSONS	21	8	-61.9%
CRIMINAL CODE PROPERTY	10	36	260.0%
CRIMINAL CODE OTHER	3	5	66.7%
TOTAL CRIMINAL CODE	34	49	44.1%

CLEARANCE RATES	April - 2011	April - 2012
CRIMINAL CODE PERSONS	88%	0%
CRIMINAL CODE PROPERTY	33%	0%
CRIMINAL CODE OTHER	0%	100%
TOTAL CRIMINAL CODE	76%	80%

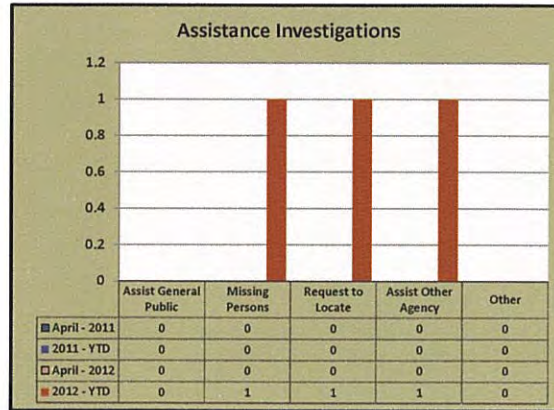
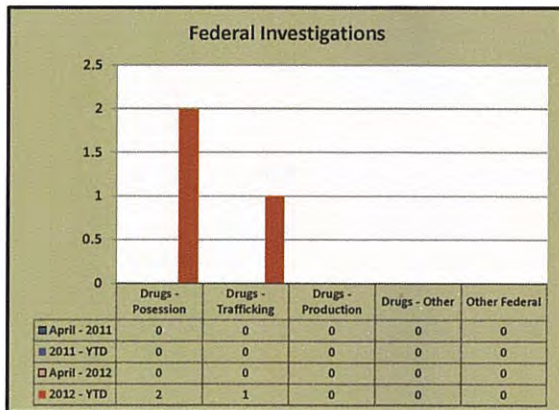
CLEARANCE RATES	2011 - YTD	2012 - YTD
CRIMINAL CODE PERSONS	95%	75%
CRIMINAL CODE PROPERTY	20%	75%
CRIMINAL CODE OTHER	33%	80%
TOTAL CRIMINAL CODE	68%	76%



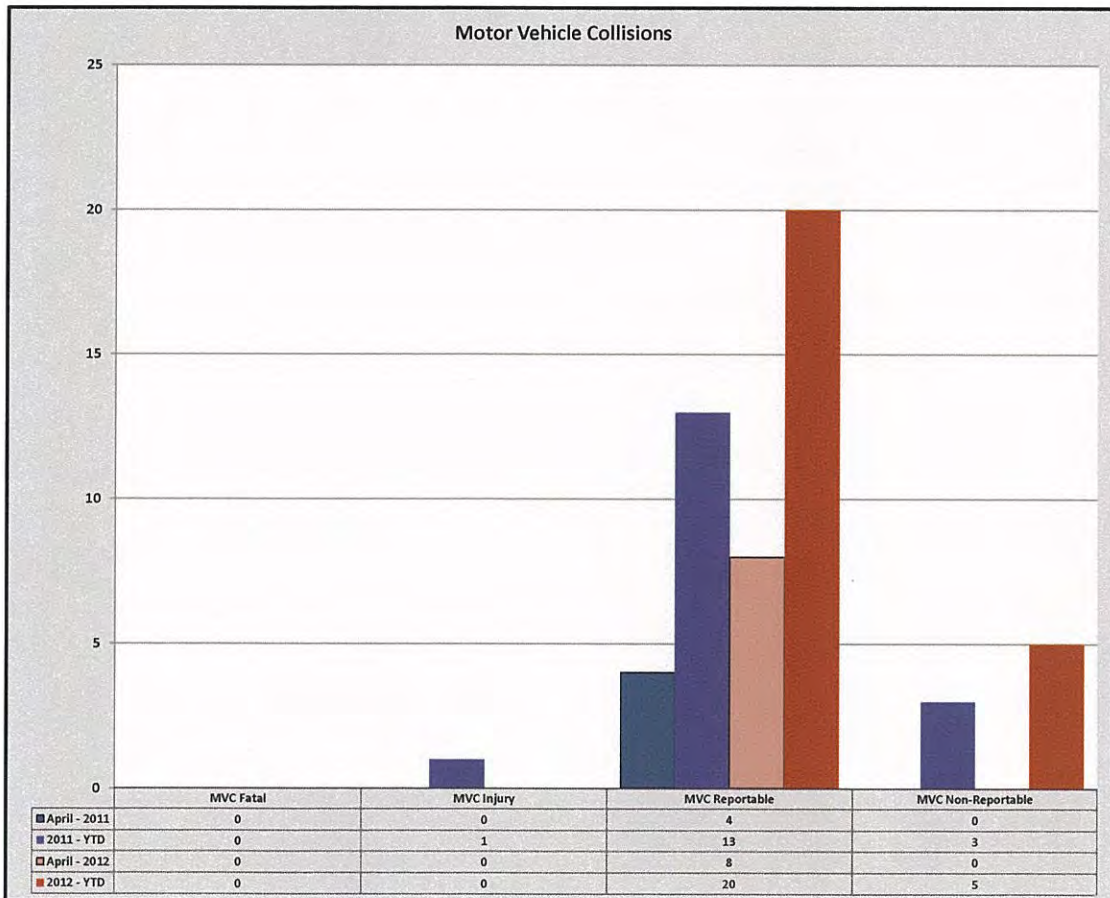
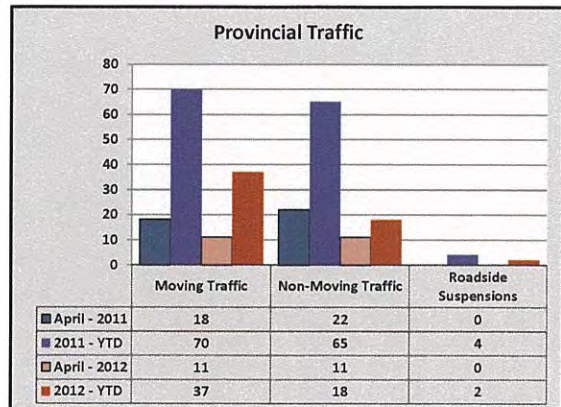
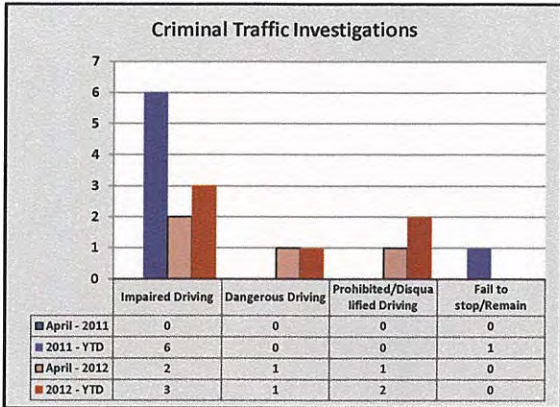
La Crete (MD23 LCR Only)
Statistical Comparison of April and Year to Date
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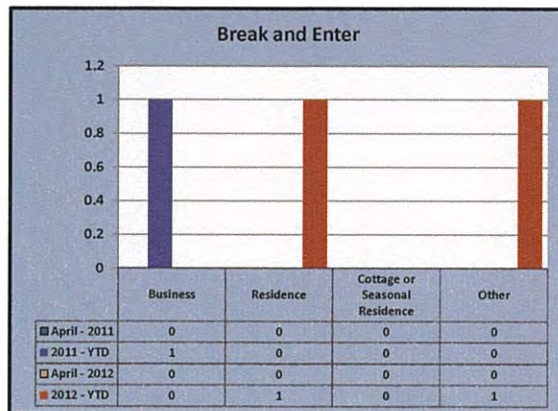
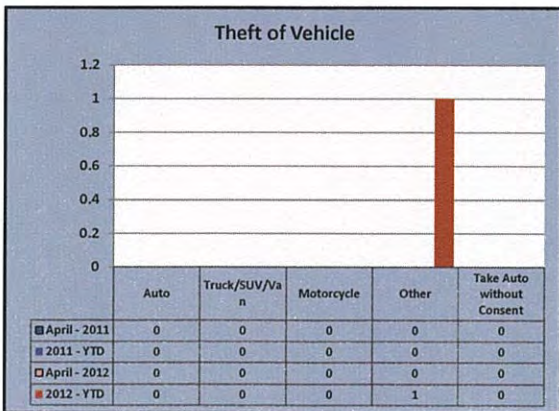
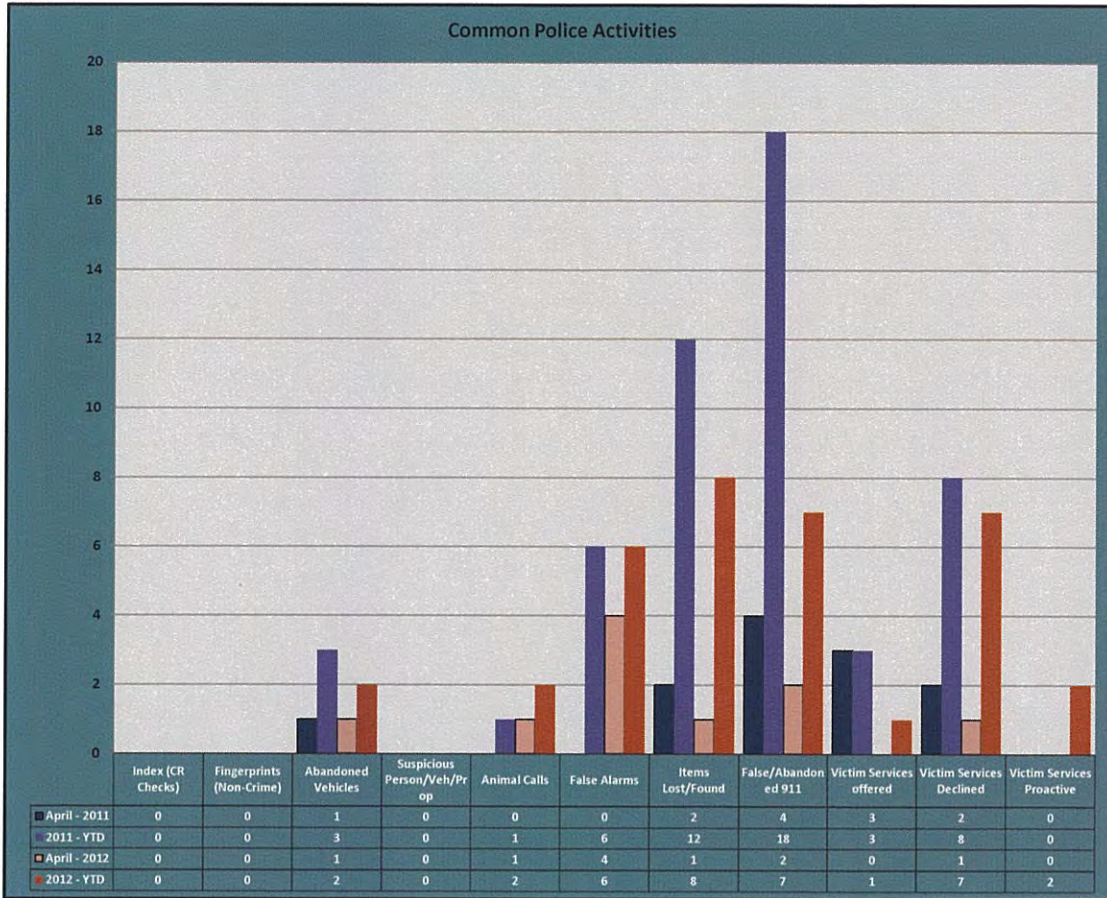
* This total also included in Theft Under \$5000.



La Crete (MD23 LCR Only)
 Statistical Comparison of April and Year to Date
 Year 2011 - 2012



La Crete (MD23 LCR Only)
 Statistical Comparison of April and Year to Date
 Year 2011 - 2012



Dear Mackenzie County Council,

Green Hectares is an organization that has been working in your community to create opportunities for people to connect, collaborate and learn so they can be a thriving part and contributing force in their community. We are excited to introduce to you a new program that will continue this work that has been developed called The Community Connector – *“where people and opportunity meet”*.

The Community Connector will strive to work with the communities in partnership with the Fort Vermillion School Division to access the resources, information and tools needed to be successful in life and in business. This program will develop and tap into a network of educational programs, training and business resources as well as public spaces and experts currently available within the community. By providing personalized support for entrepreneurs, small business owners, farmers and producers, organizations, young people and other rural community members, a ground up approach to community development will be taken.

Through a Community Facilitator, hired within the county, this program will travel to people in rural communities, no matter how small, and directly connect them with the resources they need. In every community we serve, we will look at what the community has to offer and help to better utilize its existing meeting spaces and help to distribute its programs and resources. The Community Connector will be tailored made to the communities it serves as no two rural areas are alike. Taking in the economy, demographics and culture of the community we will customize the support we provide.

Green Hectares believes in working with communities, companies, governments and other groups that share our interest in building vibrant communities. We would also love to hear about your organization’s work within the community and how the Community Connector can support your activities. Please contact **Barb Adekat** at barb@greenhectaresonline.com or via phone at (780)841-9754 to arrange a time that works for your organization.

We appreciate your interest and look forward to the discussion.

Sincerely,

Dana Penrice
Program Manager
(780) 914-6282
dana@greenhectaresonline.com

RuralTech Program Pricing Structure

Laptop Computer Lab Rental:

- Corporate, Private - \$300/Day
- Non-Profit outside partnering region – (50% discount) - \$150/Day
- Non-Profit within partnering region – (100% discount) - \$0/Day
- Partnering Region or Organization – (100% discount) - \$0/Day

Laptop Computer Lab Shipping (Delivery & Return):*

- Corporate, Private – \$200/Use
 - Non-Profit - (50% discount) - \$100/Use
 - Partnering - County, Community, Organization – (100% discount) - \$0/Use
- * Computer Labs will be available for pick up and return at designated locations from GH Community Facilitators if a Company, Organization, Individual wishes to save shipping costs.

Green Hectares Supplied Course Instructor:**

- Basic (Course material available from Green Hectares) - \$75/Hour
 - Advanced (Course material provided by instructor, or other source) - \$100/Hour
- ** Please allow time for set up and takedown. Instructor travel, hotel, and meal costs will be an additional charge at cost when applicable.

Laptop Computer Labs include:

- 6, 15" ThinkPad laptops
- 6, Microsoft wireless mice
- 3, power bars with surge protection
- 1, Pelican Cases (6 laptops per case and accessories)
- Software included in laptops, Microsoft Office 2010 (c/w Word, Excel, PowerPoint, & OneNote), Adobe Photoshop Elements (version 10), AVG Antivirus

Green Hectares available course material:***

- Computer Basics, - Digital Camera & Emailing Pictures, - Downloading Resources, - Facebook, - Google Ad Word Campaigns, - Google Mail, - Learning to Skype, - Online Banking, - Photoshop Elements, - Selling Online/PayPal, - Search Engine Optimization, - Social Networking, - Visual Identity, - Website Design, - Website Planning, - Webinars, - Adding Content, - Internet Searching
- *** Green Hectares course material is available on our website and in PDF form for free, provided as a public service from Green Hectares and its partners.

This program is made possible by sponsors and partners to Green Hectares. We would like to thank and acknowledge – Agrium Inc.. as well as our community partners for there support.