

# MACKENZIE COUNTY

## REGULAR COUNCIL MEETING

OCTOBER 29, 2014

1:00 P.M.

COUNCIL CHAMBERS  
FORT VERMILION, AB



# STRATEGIC PRIORITIES CHART

## COUNCIL PRIORITIES (Council/CAO)

NOW		ADVOCACY
1. <b>HOUSING ENTITY: Housing needs study funds</b>	Oct	<input type="checkbox"/> <i>Zama Road Paving Funds</i>
2. <b>HAMLET STREETS: Develop Policy</b>	Sept	<input type="checkbox"/> <i>Highway Development</i>
3. <b>RURAL ROADS: MY rural road upgrade plan</b>	Sept	<input type="checkbox"/> <i>Canada Postal Service – La Crete</i>
4. <b>OIL AND GAS STRATEGY</b>	Sept	<input type="checkbox"/> <i>Land Use Framework Input</i>
5. <b>ZAMA ROAD: Business Case</b>	Aug	<input type="checkbox"/> <i>Senior's housing</i>
6.		<input type="checkbox"/> <i>OSB Plant</i>
7.		
NEXT		
<input type="checkbox"/> TRANSPORTATION DEVELOPMENT		<input type="checkbox"/> TOURISM: Strategy (REDI)
<input type="checkbox"/> REVENUE DECLINE		<input type="checkbox"/> BRANDING STRATEGY (2015 – REDI)

## OPERATIONAL STRATEGIES (CAO/Staff)

CHIEF ADMINISTRATIVE OFFICER (Joulia)		ECONOMIC DEVELOPMENT (Joulia/Byron)	
1. <b>HOUSING ENTITY: Study Completion</b>	Oct	1. <b>OIL AND GAS STRATEGY: Info</b>	Sept
2. Canada Postal Service – La Crete	Aug	2. <b>ZAMA ROAD: Business Case</b>	Aug
3. _____		3. Economic Development	Dec
<input type="checkbox"/> Regional Sustainability Study	Oct	<input type="checkbox"/> OSB Plant	
<input type="checkbox"/> First Nations Relations		<input type="checkbox"/> TRANSPORTATION DEVELOPMENT (Apache and P5 Road Assessments)	
		<input type="checkbox"/> Bio-Industrial Project	
COMMUNITY SERVICES (Ron)		AGRICULTURAL SERVICES (Grant)	
1. COR Certification: Self-Audit	Nov	1. Surface Water Management Plan - Lidar	July
2. Rec. Board Agreement Renewal	Aug	2. Steephill Creek/BHP Surface Water Management Plan – ESRD Approval	July
3. Disaster Emergency Planning – Communication & Shelter Planning	Dec	3. 2014 Ag Fair Planning	July
<input type="checkbox"/> Radio Communication System – Secure Frequency Channel	Aug	<input type="checkbox"/> Emergency Livestock Response Plan	Nov
<input type="checkbox"/> _____		<input type="checkbox"/> Wilson Prairie Surface Management Plan	Aug
PLANNING & DEVELOPMENT (Byron)		LEGISLATIVE SERVICES (Carol)	
1. Infrastructure Master Plans	Aug	1. Communication Plan – Front Desk Protocol	Sept
2. Land Use Framework		2. Flag Policy	Sept
3. LC & FV Airports – Infrastructure Review	Sept	3. Cell Phone Review & Draft RFP	Sept
<input type="checkbox"/> Urban Development Policy	Sept	<input type="checkbox"/> Human Resource Policy Review	Nov
<input type="checkbox"/> _____		<input type="checkbox"/> Event Planning – Golf, 88 Opening	Sept
FINANCE (Mark)		PUBLIC WORKS* (John/Ron)	
1. Long Term Capital Plan	Aug	1. <b>RURAL ROADS: MY RR upgrade plan</b>	Sept
2. Long Term Financial Plan	Sept	2. <b>HAMLET STREETS: Develop Policy</b>	Sept
3. _____		3. Gravel Pit Transfer (Meander)	Oct
<input type="checkbox"/> Investments Strategy Review		<input type="checkbox"/> Multi-Year Capital Assessment	Oct
<input type="checkbox"/> _____		<input type="checkbox"/> _____	
ENVIRONMENTAL (John)			
1. Rural Water		<u>Codes:</u>	
2. HL North Waterline Assessment		<b>BOLD CAPITALS</b> – Council NOW Priorities	
3. _____		CAPITALS – Council NEXT Priorities	
<input type="checkbox"/> Sewer Servicing Options		<i>Italics</i> – Advocacy	
<input type="checkbox"/> Potable Water Supply Study RFP	Aug	Regular Title Case – Operational Strategies	
		* See Monthly Capital Projects Progress Report	

**MACKENZIE COUNTY  
REGULAR COUNCIL MEETING**

**Wednesday, October 29, 2014  
1:00 p.m.**

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

**AGENDA**

			Page
<b>CALL TO ORDER:</b>	1.	a) Call to Order	
<b>AGENDA:</b>	2.	a) Adoption of Agenda	
<b>ADOPTION OF PREVIOUS MINUTES:</b>	3.	a) Minutes of the October 14, 2014 Regular Council Meeting	7
		b) Minutes of the October 28, 2014 Organizational Council Meeting	23
<b>DELEGATIONS:</b>	4.	a) Nader Hodaly, Telus General Manager Alberta North (2:30 p.m.)	
		b) Larry Neufeld, La Crete Chamber of Commerce (2:15 p.m.)	
		c)	
<b>GENERAL REPORTS:</b>	5.	a) Municipal Planning Commission Meeting Minutes	25
		b)	
<b>TENDERS:</b>	6.	a) 100 St. at 101 Ave. Traffic Signal (Hamlet of La Crete) Tender – 1:00 p.m.	51
		b) 2014 Bridge Maintenance Tender – 2:00 p.m.	53
<b>PUBLIC HEARINGS:</b>		Public hearings are scheduled for 1:15 p.m.	
	7.	a) Bylaw 939-14 Land Use Bylaw Amendment to	55

Rezone Part of Plan FVS, Range 2, RL 8 from Hamlet Residential 1 “HR1” to Hamlet Residential 2 “HR2” and Recreational District 2 “REC2” (Fort Vermilion)

- b) Bylaw 972-14 Land Use Bylaw Amendment to Rezone Plan 132 4101, Block 2, Lot 1 from Agricultural “A” to Rural Light Industrial District “RI1”(La Crete Rural) 65
- c) Bylaw 973-14 Land Use Bylaw Amendment to Rezone Part of NW 01-104-18-W5M from Agricultural “A” to Public Institutional District “P”(Bluehills Area) 75

**COMMUNITY SERVICES:**

- 8. a)
- b)

**ENVIRONMENTAL SERVICES:**

- 9. a)
- b)

**OPERATIONS:**

- 10. a) Support Mackenzie Regional Waste Management Commission Obtaining a Second Landfill 91
- b) Waste Hauling Contract Extension 95
- c) Second Access Request – SW-17-106-12-W5M 99
- d)
- e)

**PLANNING & DEVELOPMENT:**

- 11. a) Zama Crown Land Procurement – PLS 080023 103
- b) La Crete Airport – Lot Size Concern 107
- c)
- d)

**FINANCE:**

- 12. a) Accredited Supportive Living Services (ASLS) – 137

Property Tax Exemption Request

		b)	Financial Reports – January 1 to September 30, 2014	141
		c)		
		d)		
<b>ADMINISTRATION:</b>	13.	a)	Meetings with Ministers at AAMDC Convention	155
		b)	Town of High Level – 2015 Capital Projects Request	157
		c)	La Crete Agricultural Society – Request for Letter of Support	161
		d)		
		e)		
		f)		
<b>INFORMATION / CORRESPONDENCE:</b>	14.	a)	Information/Correspondence	165
<b>IN CAMERA SESSION:</b>	15.	a)	Legal <ul style="list-style-type: none"><li>• Brownlee LLP – Legal File Summary Report</li><li>• Winter Petroleum</li></ul>	
		b)	Labour	
		c)	Land	
<b>NOTICE OF MOTION:</b>	16.		Notices of Motion	
<b>NEXT MEETING DATES:</b>	17.	a)	Regular Council Meeting Wednesday, November 12, 2014 10:00 a.m. Fort Vermilion Council Chambers	
<b>ADJOURNMENT:</b>	18.	a)	Adjournment	





## MACKENZIE COUNTY REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>October 29, 2014</b>
<b>Presented By:</b>	<b>Joulia Whittleton, Chief Administrative Officer</b>
<b>Title:</b>	<b>Minutes of the October 14, 2014 Regular Council Meeting</b>

### **BACKGROUND / PROPOSAL:**

Minutes of the October 14, 2014 Regular Council meeting are attached.

### **OPTIONS & BENEFITS:**

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

### **SUSTAINABILITY PLAN:**

### **COMMUNICATION:**

Approved council minutes are posted on the County website.

### **RECOMMENDED ACTION:**

That the minutes of the October 14, 2014 Regular Council meeting be adopted as presented.

Author: C. Gabriel Review by: \_\_\_\_\_ CAO \_\_\_\_\_





**MACKENZIE COUNTY  
REGULAR COUNCIL MEETING**

**Tuesday, October 14, 2014  
10:00 a.m.**

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

**PRESENT:**

Bill Neufeld	Reeve (left the meeting at 2:33 p.m.)
Walter Sarapuk	Deputy Reeve
Jacque Bateman	Councillor
Peter F. Braun	Councillor
Elmer Derksen	Councillor
John W. Driedger	Councillor
Eric Jorgensen	Councillor
Josh Knelsen	Councillor
Ricky Paul	Councillor
Lisa Wardley	Councillor

**REGRETS:**

**ADMINISTRATION:**

Joulia Whittleton	Chief Administrative Officer
Ron Pelensky	Director of Community Services & Operations
John Klassen	Director of Environmental Services & Operations
Byron Peters	Director of Planning & Development
Carol Gabriel	Manager of Legislative & Support Services

**ALSO PRESENT:** Members of the media and the public.

Minutes of the Regular Council meeting for Mackenzie County held on October 14, 2014 in the Fort Vermilion Council Chambers.

**CALL TO ORDER: 1. a) Call to Order**

Reeve Neufeld called the meeting to order at 10:04 a.m.

**AGENDA: 2. a) Adoption of Agenda**

**MOTION 14-10-637 MOVED** by Councillor Wardley

That the agenda be approved with the following additions:

13. i) Vanguard Realty & Policy DEV003 Multi-Lot/Urban Subdivision Construction and

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\_\_\_\_\_

Registration Policy  
13. j) Correction Line Ditch Blockage

**CARRIED**

**ADOPTION OF  
PREVIOUS MINUTES:**

**3. a) Minutes of the September 24, 2014 Regular Council Meeting**

**MOTION 14-10-638**

**MOVED** by Councillor Bateman

That the minutes of the September 24, 2014 Regular Council meeting be adopted as presented.

**CARRIED**

**GENERAL REPORTS:**

**5. a) CAO Report**

**MOTION 14-10-639**

**MOVED** by Councillor Driedger

That the CAO Report for September 2014 be accepted for information.

**CARRIED**

**DELEGATIONS:**

**4. a) S/Sgt. Jeff Simpson, Fort Vermilion RCMP**

**MOTION 14-10-640**

**MOVED** by Councillor Knelsen

That the RCMP report by S/Sgt. Jeff Simpson be received for information.

**CARRIED**

Reeve Neufeld recessed the meeting at 10:55 a.m. and reconvened the meeting at 11:04 a.m.

**4. b) Barb Spurgeon, Mackenzie Housing Management Board**

**MOTION 14-10-641**

**MOVED** by Councillor Driedger

That the report by the Mackenzie Housing Management Board be received for information.

**CARRIED**

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**5. b) Municipal Planning Commission Meeting Minutes**

**MOTION 14-10-642**

**MOVED** by Councillor Derksen

That the Municipal Planning Commission meeting minutes of September 11, 2014 be received for information.

**CARRIED**

**TENDERS:**

**6. a) None**

**COMMUNITY SERVICES:**

**8. a) Machesis Horse Camp**

**MOTION 14-10-643**

**MOVED** by Councillor Bateman

That administration be authorized to further assist the Machesis Horse Camp group with issuing charitable donation receipts to individuals/companies donating funds to the Machesis Lake Horse Camp Project, and with the administration of funds.

**CARRIED**

**ENVIRONMENTAL SERVICES:**

**9. a) Master Meters**

**MOTION 14-10-644**  
Requires 2/3

**MOVED** by Councillor Bateman

That the 2014 budget be amended to include \$253,180 for the purchase and installation of master meters with funding coming from the General Operating Reserve.

**CARRIED**

**MOTION 14-10-645**

**MOVED** by Councillor Driedger

That administration send a letter to ATCO Electric requesting an extension for meter reading service until the end of June 30, 2015.

**CARRIED**

**OPERATIONS:**

**10. a) Second Access Request – NE 24-105-14-W5M**

**MOTION 14-10-646**

**MOVED** by Deputy Reeve Sarapuk

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That the second access request for NE 24-105-14-W5M be APPROVED.

**CARRIED**

**10. b) Second Access Request – NW 19-105-13-W5M**

**MOTION 14-10-647**

**MOVED** by Councillor Knelsen

That the second access for NW 19-105-13-W5M be APPROVED.

**CARRIED**

**10. c) Second Access Request – SW 12-106-13-W5M**

**MOTION 14-10-648**

**MOVED** by Councillor Wardley

That the second access request for SW 12-106-13-W5M be APPROVED contingent on the applicant paying the unauthorized development fee.

**CARRIED**

**10. d) Review of the Waste Collection System**

**MOTION 14-10-649**

**MOVED** by Councillor Wardley

That administration be authorized to implement a yearly registration form for rural residents, hamlet residents not in the residential collection program, multifamily dwellings, apartments, trailer courts, and non-profit organizations wishing to have garbage containers for yard site pick up.

**CARRIED**

Reeve Neufeld recessed the meeting at 12:02 p.m. and reconvened the meeting at 12:39 p.m.

**MOTION 14-10-650**

**MOVED** by Councillor Braun

That Mackenzie County cover the cost of white goods disposal at Mackenzie Regional Waste for County residents.

**CARRIED**

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**PLANNING &  
DEVELOPMENT:**

**11. a) Bylaw 975-14 – School Zones and Other Speed  
Zones**

**MOTION 14-10-651**

**MOVED** by Councillor Wardley

That first reading be given to Bylaw 975-14 being the School Zones and Other Speed Zones Bylaw.

**CARRIED**

**MOTION 14-10-652**

**MOVED** by Councillor Braun

That second reading be given to Bylaw 975-14 being the School Zones and Other Speed Zones Bylaw.

**CARRIED**

**MOTION 14-10-653**

Requires Unanimous

**MOVED** by Deputy Reeve Sarapuk

That consideration be given to go to third reading of Bylaw 975-14 being the School Zones and Other Speed Zones Bylaw at this meeting.

**CARRIED UNANIMOUSLY**

**MOTION 14-10-654**

**MOVED** by Deputy Reeve Sarapuk

That third reading be given to Bylaw 975-14 being the School Zones and Other Speed Zones Bylaw.

**CARRIED**

**11. b) Bylaw 930-14 Road Closure Lying West of NE 34-  
105-15-W5**

**MOTION 14-10-655**

**MOVED** by Councillor Derksen

That second reading be given to Bylaw 930-14, being a road closure bylaw for the closure of the easterly portion of the road allowance, while maintaining a 30 m road allowance, lying west of NE 34-105-15-W5.

**CARRIED**

**MOTION 14-10-656**

**MOVED** by Councillor Braun

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That third reading be given to Bylaw 930-14, being a road closure bylaw for the closure of the easterly portion of the road allowance, while maintaining a 30 m road allowance, lying west of NE 34-105-15-W5.

**CARRIED**

**11. c) Bylaw 976-14 Amending Bylaw 930-14 Road Closure Lying West of NE 34-105-15-W5**

**MOTION 14-10-657**

**MOVED** by Councillor Wardley

That first reading be given to Bylaw 976-14, being an amendment to Bylaw 930-14 Legal description.

**CARRIED**

**MOTION 14-10-658**

**MOVED** by Councillor Driedger

That second reading be given to Bylaw 976-14, being an amendment to Bylaw 930-14 legal description.

**CARRIED**

**MOTION 14-10-659**

Requires Unanimous

**MOVED** by Councillor Braun

That consideration be given to proceed to third reading of Bylaw 976-14, being an amendment to Bylaw 930-14 legal description at this meeting.

**CARRIED UNANIMOUSLY**

**MOTION 14-10-660**

**MOVED** by Councillor Derksen

That third reading be given to Bylaw 976-14, being an amendment to Bylaw 930-14 legal description.

**CARRIED**

**11. d) Rural Addressing – Award Tender & Establish Fees**

**MOTION 14-10-661**

**MOVED** by Councillor Driedger

That a fee of \$57.00 per address be established and charged to rural residents to recoup the costs of the sign and hardware, and that a fee of \$100.00 per address be established and

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charged to rural residents to recoup the costs of installation, should residents not install the sign themselves, for the rural addressing project.

**CARRIED**

**MOTION 14-10-662**

**MOVED** by Councillor Jorgensen

That administration bring back the Fee Schedule bylaw to include a fee for the cost of supplying future rural addressing signs.

**CARRIED**

**MOTION 14-10-663**

**MOVED** by Councillor Paul

That the Mackenzie County Rural Addressing project be awarded to Checkmark Services.

**CARRIED**

**MOTION 14-10-664**

Requires 2/3

**MOVED** by Deputy Reeve Sarapuk

That the budget be amended to include \$278,300 for the rural addressing project with funding coming from the general operating reserve.

**DEFEATED**

**MOTION 14-10-665**

Requires 2/3

**MOVED** by Councillor Bateman

That the budget be amended to include \$108,300 for the rural addressing project, to cover the cost of the sign, with funding coming from the general operating reserve.

**DEFEATED**

**MOTION 14-10-665**

Requires 2/3

**MOVED** by Councillor Knelsen

That the budget be amended to include \$190,000 for the rural addressing project, to cover the cost of the sign installation, with funding coming from the general operating reserve.

**CARRIED**

**4. b) La Crete Riding Arena Committee**

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**MOTION 14-10-666**                      **MOVED** by Councillor Braun

That the County send a letter of support to the La Crete Agricultural Society for their application to the Communities Facilities Enhancement Program for the Community Equine Centre.

**CARRIED**

**IN-CAMERA SESSION: 15. In-Camera Session**

**MOTION 14-10-667**                      **MOVED** by Councillor Jorgensen

That Council move in-camera to discuss issues under the Freedom of Information and Protection of Privacy Regulations 18 (1) at 1:34 p.m.

- 15. a) Legal
- 15. b) Labour
- 15. c) Land

**CARRIED**

**MOTION 14-10-668**                      **MOVED** by Councillor Jorgensen

That Council move out of camera at 2:32 p.m.

**CARRIED**

Reeve Neufeld recessed the meeting at 2:32 p.m.

Reeve Neufeld left the meeting at 2:33 p.m. and turned over the Chair to Deputy Reeve Sarapuk.

Deputy Reeve Sarapuk reconvened the meeting at 2:39 p.m.

**15. a) Legal – Contract for Spruce Road Reconstruction**

**MOTION 14-10-669**                      **MOVED** by Councillor Driedger

That administration uses County engineering surveys and engineer recommended quantities for all future requests for proposals for rural road reconstruction jobs to be overseen in-house.

**CARRIED**

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Josh 2:40

**MOTION 14-10-670**      **MOVED** by Councillor Braun

That administration proceed with the Spruce Road Reconstruction Project as discussed.

**CARRIED**

**15. a) Legal – Regional Sustainability Study**

**MOTION 14-10-671**      **MOVED** by Councillor Wardley

That Mackenzie County support the Town of High Level Resolution #327-14 in regards to the Regional Sustainability Study project.

**CARRIED**

**15. b) Labour – Organizational Chart**

**MOTION 14-10-672**      **MOVED** by Councillor Paul

That the Mackenzie County organizational chart be approved as presented effective January 1, 2015 and that administration be authorized to engage a professional recruiter to fill the Director's position with funding coming out of operating funds.

**CARRIED**

**11. e) Subdivision Requests**

**MOTION 14-10-673**      **MOVED** by Councillor Jorgensen

That the subdivision request on NW 13-105-15-W5 be received for information.

**CARRIED**

**MOTION 14-10-674**      **MOVED** by Councillor Knelsen

That the subdivision application on the SW ½ 14-106-13-W5 be APPROVED due to extenuating circumstances.

**CARRIED**

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**11. f) Development Statistics Report 2014 – January to September 2014 Comparison Chart**

**MOTION 14-10-675**

**MOVED** by Councillor Braun

That the development statistics report 2014 January to September be received for information.

**CARRIED**

**FINANCE:**

**12. a) Policy FIN011 - Utility Collection**

**MOTION 14-10-676**

**MOVED** by Councillor Driedger

That Policy FIN011 – Utility Collection be amended as presented.

**CARRIED**

**12. b) La Crete Recreation Board Funds Request**

**MOTION 14-10-677**

Requires 2/3

**MOVED** by Councillor Wardley

That the 2014 budget be amended to include \$2,881.50, as requested by the La Crete Recreation Society, for the replacement of the Natural Gas Head for the Olympia Ice Machine, with funding coming from the Grants to Other Organization Reserve.

**CARRIED**

**ADMINISTRATION:**

**13. a) Policy ADM053 Flags and Flag Protocol**

**MOTION 14-10-678**

**MOVED** by Councillor Braun

That Policy ADM053 Flags and Flag Protocol be adopted as presented.

**CARRIED**

**13. b) La Crete 94<sup>th</sup> Avenue Servicing – Bylaws 455/04 & 959-14**

**MOTION 14-10-679**

**MOVED** by Councillor Jorgensen

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That information regarding the La Crete 94<sup>th</sup> Avenue Servicing, Bylaws 455/04 and 959-14, and the request from Select Developments be received for information.

**CARRIED**

**13. c) Frontier Veterinary Services Contract**

**MOTION 14-10-680**

**MOVED** by Councillor Paul

That administration be authorized to extend the Frontier Veterinary Services Agreement for one year (2015).

**CARRIED**

**13. d) University of Alberta – Dental Outreach Programs**

**MOTION 14-10-681**

**MOVED** by Councillor Knelsen

That a letter be sent to Alberta Health Services and the Premier requesting continuation of funding and dentistry services under the University of Alberta's Dentistry Outreach Program in Northern Alberta at the La Crete, High Level and McLennan locations.

**CARRIED**

**13. e) Tri-County Meeting Agenda**

**MOTION 14-10-682**

**MOVED** by Councillor Derksen

That the following items be included on the Tri-County meeting agenda on October 27, 2014:

- P5 (East Peace) Road

**CARRIED**

Deputy Reeve Sarapuk recessed the meeting at 3:19 p.m. and reconvened the meeting at 3:28 p.m.

**13. f) Northwest Corridor Development Corporation**

**MOTION 14-10-683**

**MOVED** by Councillor Jorgensen

That the Northwest Corridor Development Corporation update be received for information.

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**CARRIED**

**13. g) Meetings with Ministers at AAMDC Convention**

**MOTION 14-10-684**

**MOVED** by Councillor Bateman

That the meeting with Ministers at the AAMDC convention be TABLED to the next meeting.

**CARRIED**

**13. h) 2014 Rural Leaders Dinner – Manning, AB**

**MOTION 14-10-685**

**MOVED** by Councillor Braun

That all Council be authorized to attend the 2014 Rural Leaders Dinner in Manning, AB on October 30, 2014.

**CARRIED**

**13. i) Vanguard Realty & Policy DEV003 Multi-Lot/Urban Subdivision Construction and Registration Policy (ADDITION)**

**MOTION 14-10-686**

Requires Unanimous

**MOVED** by Councillor Braun

That Council authorize the use of the security currently in place from Vanguard Realty for the purpose of the 25% security required for the developments on a maximum of two lots and that a letter be sent to Vanguard Realty clearly outlining the requirements of Policy DEV003 Multi-Lot/Urban Subdivision Construction and Registration Policy for future developments and that any previous agreements are hereby null and void.

**CARRIED UNANIMOUSLY**

**13. j) Correction Line Ditch Blockage (ADDITION)**

**MOTION 14-10-687**

Requires Unanimous

**MOVED** by Councillor Wardley

That Mackenzie County send a letter to Alberta Transportation advising that the County has no authority to address the ditch blockage on their right-of-way.

**CARRIED UNANIMOUSLY**

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**INFORMATION/  
CORRESPONDENCE:**

**14. a) Information/Correspondence**

**MOTION 14-10-688**

**MOVED** by Councillor Wardley

That all Councillors be authorized to attend one of the Mighty Peace Watershed community meetings in either High Level or Fort Vermilion.

**CARRIED**

**MOTION 14-10-689**

**MOVED** by Councillor Driedger

That a letter be sent to Susan Siemens in response to the concern regarding the location of the La Crete gun range and the Pioneer Country Cabins and Campsite identifying that the issue of the gun range lease is the responsibility of Alberta Environment and Sustainable Resource Development.

**CARRIED**

**MOTION 14-10-690**

**MOVED** by Councillor Jorgensen

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

**CARRIED**

**NOTICES OF MOTION: 16. a) None**

**NEXT MEETING  
DATES:**

**17. a)** Organizational Council Meeting  
Tuesday, October 28, 2014  
1:00 p.m.  
Fort Vermilion Council Chambers

**17. b)** Regular Council Meeting  
Wednesday, October 29, 2014  
1:00 p.m.  
Fort Vermilion Council Chambers

**ADJOURNMENT:**

**18. a) Adjournment**

**MOTION 14-10-691**

**MOVED** by Councillor Jorgensen

That the council meeting be adjourned at 4:05 p.m.

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**CARRIED**

These minutes will be presented to Council for approval on October 29, 2014.

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Bill Neufeld  
Reeve

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Joulia Whittleton  
Chief Administrative Officer

UNAPPROVED

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## MACKENZIE COUNTY REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>October 29, 2014</b>
<b>Presented By:</b>	<b>Joulia Whittleton, Chief Administrative Officer</b>
<b>Title:</b>	<b>Minutes of the October 28, 2014 Organizational Council Meeting</b>

### **BACKGROUND / PROPOSAL:**

Minutes of the October 28, 2014 Organizational Council meeting will be presented on meeting day.

### **OPTIONS & BENEFITS:**

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

### **SUSTAINABILITY PLAN:**

### **COMMUNICATION:**

Approved council minutes are posted on the County website.

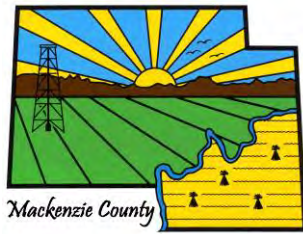
### **RECOMMENDED ACTION:**

That the minutes of the October 28, 2014 Organizational Council meeting be adopted as presented.

Author: C. Gabriel Review by: \_\_\_\_\_ CAO \_\_\_\_\_







## MACKENZIE COUNTY REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>October 29, 2014</b>
<b>Presented By:</b>	<b>Byron Peters, Director of Planning &amp; Development</b>
<b>Title:</b>	<b>Municipal Planning Commission Meeting Minutes</b>

### **BACKGROUND / PROPOSAL:**

The adopted minutes of the September 25, 2014 and October 9, 2014 Municipal Planning Commission meeting are attached.

### **OPTIONS & BENEFITS:**

N/A

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

N/A

### **SUSTAINABILITY PLAN:**

N/A

### **COMMUNICATION:**

N/A

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

**RECOMMENDED ACTION:**

That the Municipal Planning Commission meeting minutes of September 25, 2014 and October 9, 2014 be received for information.

Author: \_\_\_\_\_ Reviewed by: \_\_\_\_\_ CAO \_\_\_\_\_

**Mackenzie County  
Municipal Planning Commission Meeting**

**Mackenzie County Office  
Fort Vermilion, AB**

**Thursday, September 25, 2014 @ 10:00 a.m.**

**PRESENT:**

Jack Eccles	Chair, MPC Member
Wally Schroeder	Vice Chair, MPC Member
Elmer Derksen	Councilor, MPC Member
Beth Kappelar	MPC Member
Jacque Bateman	Councilor, MPC Member

**ADMINISTRATION:**

Byron Peters	Director of Planning & Development
Liane Lambert	Planner
Margaret Fehr	Administrative Assistant, Recording Secretary

**MOTION**

**1. CALL TO ORDER**

Jack Eccles called the meeting to order at 10:00 a.m.

**2. ADOPTION OF AGENDA**

**MPC-14-09-188** **MOVED** by Beth Kappelar

That the agenda be adopted as presented.

**3. MINUTES**

**a) Adoption of Minutes**

**MPC-14-09-189** **MOVED** by Wally Schroeder

That the minutes of the September 11, 2014 Municipal Planning Commission meeting be adopted as presented.

**CARRIED**

**b) Business Arising from Previous Minutes**

There was no business arising from previous minutes.

**4. DEVELOPMENT**

a) **Development Permit Application 258-DP-14  
John Berg; Shop-Farm (with 50% Setback Variance)  
in Agricultural “A”(Blumenort)  
Plan 084 0068, Block 01, Lot 01**

**MPC-14-09-190**      **MOVED** by Elmer Derksen

That Development Permit 258-DP-14 on Plan 084 0068, Block 01, Lot 01 in the name of John Berg 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 50% Variance for Shop - Farm setback from the front (South) property line is hereby granted. The sign shall be 20.57 meters (67.5 feet) from the right-of-way.
2. Minimum building setbacks: 41.15 meters (135 feet) from any road allowances and 15.24 meters (50 feet) from any other property lines.
3. The architecture, construction materials and appearance of buildings and other structures shall be to accepted standards.
4. **The Shop - Farm is approved for personal use only and no commercial activity is permitted in this building. If the developer/landowner/occupant or other person or persons intend to use the Shop - Farm for commercial or industrial uses, a new development permit is required prior to the commencement of the commercial or industrial use.**
5. The Shop – Farm shall not be used as a dwelling.
6. All sewage disposals shall conform to the Alberta Private Sewage Systems Standard of Practice 2009.
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. 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.

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**

- b) Development Permit Application 263-DP-14  
Frontier Auto & Industrial Supply;  
Automotive Equipment & Vehicle Services (Addition)(80'X80')  
in La Crete Hamlet Commercial "HC2" (La Crete)  
Plan 052 4622, Block 21, Lot 10**

**MPC-14-09-191**      **MOVED** by Jacquie Bateman

That Development Permit 263-DP-14 on Plan 052 4622, Block 21, Lot 10 in the name of Frontier Auto and Industrial Supply 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 Addition 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. Minimum building and addition setbacks:
  - a. 9.1 meters (30 feet) front (facing 99<sup>th</sup> Street) yard;
  - b. 9.1 meters (30 feet) exterior side (North) yard;
  - c. 3.1 meters (10 feet) interior side (South) yard;
  - d. 3.1 meters (10 feet) rear (West) yard; from the property lines.

5. The Addition shall be constructed and finished with similar construction materials as the office building and shall compliment the natural features of the building and site.
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. Provide adequate off street parking as follows: The minimum parking standards are 1 space per 45 square meters (484 sq ft) of building area, which in this case is 29 public parking stalls. *"One parking space, including the driveway area, shall occupy 27.87 square meters (300 square feet)."*
8. The sign shall be located a minimum of:
  - a. 20 meters from regulatory signs, and
  - b. Not less than 1.5 meters from the curb/sidewalk.
9. **The sign shall be placed on site and is not permitted to be placed on any County lands and/or road rights-of-way.**
10. The sign shall be a minimum of 2 meters in height from the bottom of the sign above the curb/sidewalk.
11. The site and sign shall be kept in a safe, clean, and tidy condition, or may be required to be renovated or removed.
12. The sign shall:
  - a. Not obstruct the orderly and safe flow of vehicular and pedestrian traffic,
  - b. Not unduly interfere with the amenities of the district,
  - c. Not materially interfere with or affect the use, enjoyment or value of neighbouring properties, and
  - d. Not create visual or aesthetic blight.
13. Illumination of the sign must not negatively affect, nor pose a safety hazard to, an adjacent site or street.
14. Wiring and conduits of the sign must be concealed from view.
15. The total site area (lot) shall have a positive surface drainage without adversely affecting the neighbouring properties.
16. 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.

17. 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 265-DP-14  
Cheryl Thiessen;  
Home Based Business (Hair Salon)  
in Hamlet Residential 1A “HR1A” (La Crete)  
Plan 962 3343, Block 05, Lot 02**

**MPC-14-09-192**      **MOVED** by Beth Kappelar

That Development Permit 265-DP-14 on Plan 962 3343, Block 05, Lot 02 in the name of Cheryl Thiessen 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 Home Based Business portion of the business is approved to be operated out of the dwelling only and the area for it shall not exceed an area of 200 square feet (18.58 square meters).**
2. **Comply with applicable legislation under the Public Health Act and obtain the appropriate approvals prior to commencement of development. Contact the Health Inspector at 780-841-3275.**
3. This permit may be revoked at any time, if, in the opinion of the Development Authority, the Home Based Business has become detrimental or otherwise incompatible with the amenities of the neighborhood.
4. At all times, the privacy of the adjacent dwellings shall be preserved and the Home Based Business shall not unduly offend the surrounding residents by way of excessive lighting, noise, traffic, congestion, late visitations by clients, etcetera.
5. There shall not be any outdoor business activity or storage of materials on site related to the Home Based Business.
6. The Municipality has assigned the following address to the noted property (**10109-99<sup>th</sup> Avenue**). You are required to display the address (**10109**) to be clearly legible from the street and be on a

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

7. No construction or development is allowed on a right-of-way. It is the responsibility of the developer/owner/occupant to investigate the utility rights-of-way, if any, that exist on the property prior to commencement of any construction and to ensure that no construction or development is completed on any utility right-of-way.
8. Home Based Businesses are limited to one sign not exceeding 1.1 square meters (12 square feet) in area.
9. The sign shall not be placed within the Road Right of Way.
10. The site and sign shall be kept in a safe, clean, and tidy condition, or may be required to be renovated or removed.

**CARRIED**

- d) Development Permit Application 266-DP-14  
1144963 Alberta Ltd. O/A Budget Financial;  
Automotive Equipment & Vehicle Services  
(Specializes in Financing for Automotive Vehicles & RV's)  
in La Crete Hamlet Commercial "HC2" (La Crete)  
Plan 5232TR, Block 06, Lot 01**

**MPC-14-09-193**      **MOVED** by Beth Kappelar

That Development Permit Application 266-DP-14 be changed from Discretionary Use (Automotive Equipment & Vehicle Services) to Permitted Use (Professional Facility).

**CARRIED**

- e) Development Permit Application 267-DP-14  
Dan Harder;  
Manufactured Home-Single Wide (Addition)  
in Rural Country Residential 3 "RC3" (La Crete Rural)  
Plan 052 0678, Block 01, Lot 06**

**MPC-14-09-194**      **MOVED** by Wally Schroeder

That Development Permit 267-DP-14 on Plan 052 0678, Block 01, Lot 06 in the name of Dan Harder 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(s) setbacks:
  - a. 15.2 meters (50 feet) front (North) yard;
  - b. 7.6 meters (25 feet) side (East & West) yards; and
  - c. 15.2 meters (50 feet) rear (South) yard, from the property lines.
2. **The Manufactured Home – Single Wide Addition shall meet all Alberta Safety Code requirements for Residential Buildings and any other requirements specified by Superior Safety Codes. Failure to do so shall render this permit Null and Void.**
3. The architecture, construction materials and appearance of Manufactured Home-Single Wide Addition 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 residences to the satisfaction of the Development Authority.
4. The undercarriage of the Manufactured Home – Single Wide Addition shall be screened from view by skirting or such other means satisfactory to the Development Authority.
5. All sewage disposal systems to be in conformance with the Alberta Private Sewage Systems Standard of Practice 2009.
6. 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. *“One parking space, including the driveway area, shall occupy a minimum of 300 square feet.”*
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 the location of an 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 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.
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**

Jack Eccles declared himself a conflict of interest and exited the meeting. Wally Schroeder assumed the Chair at 10:14 a.m.

- f) **Development Permit Application 273-DP-14  
Jack & Elizabeth Eccles;  
Garage-Detached (Size & Height Variance)  
in Hamlet Country Residential 1 “HCR1” (La Crete)  
Plan 022 5319, Block 02, Lot 04**

**MPC-14-09-195**      **MOVED** by Beth Kappelar

That Development Permit 273-DP-14 on Plan 022 5319, Block 02, Lot 04 in the name of Jack & Elizabeth Eccles 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:
  - a. 15.2 meters (50 feet) front (West) yard;
  - b. 4.6 meters (15 feet) side (North & South) yards; and
  - c. 7.6 meters (25 feet) rear (East) yard; from the property lines.
2. **A 361 square foot variance for the Garage – Detached is hereby granted. The maximum area of the Garage – Detached shall be 1428 square feet.**
3. An 8 foot (8’) height **variance** for the Garage – Detached is hereby granted. The maximum height of the Garage – Detached shall be 20 feet from grade to peak.
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 residences to the satisfaction of the Development Authority.
5. **The Garage – Detached is approved for residential purposes only and no commercial activity is permitted in this building. If the developer/landowner/occupant or other person or persons intend to use the Garage - Detached for commercial or industrial uses, a new development permit is required**

**prior to the commencement of the commercial or industrial use.**

6. All sewage disposals shall conform to the Alberta Private Sewage Systems Standard of Practice 2009.
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. 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.
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**

Jack Eccles resumed the chair at 10:17 a.m.

**5. SUBDIVISION**

- a) **Subdivision Application 42-SUB-14  
SW 35-105-15-W5M (La Crete Rural)  
David K & Justine Froese**

**MPC-14-09-196**      **MOVED** by Beth Kappelar

That Subdivision Application 42-SUB-14 in the name of David K. Froese and Justine Froese on Part of SW 35-105-15-W5M be APPROVED as amended:

1. This approval is for a single lot subdivision from a Multi-Lot district, 5 acres (2.02 hectares) in size.
2. Applicant/developer shall enter into and abide by a Development Agreement with the Mackenzie County which shall contain, but is not limited to:

- a) Prior to any development on the proposed subdivision, the developer shall obtain a development permit from the Municipality.
- b) Provision of access to the subdivision and the balance of the lands in accordance with Mackenzie County standards at the developer's expense.
- c) All sewage disposals shall conform to the Alberta Private Sewage Systems Standard of Practice 2009.
  - i. The existing pumpout system shall be replaced with a system that conforms to the new setbacks. It must be completed prior to being registered at land titles.
- d) Provision of municipal reserve in the form of money in lieu of land. Specific amount is based on 10% of the subject land and on the current market value. The current market value for this property is \$900.00 per acre. Municipal reserve is charged at 10%, which is \$900.00 per subdivided acre. **5 acres times \$900.00 equals \$4,500.00.**
- e) **The Developer has the option to provide a market value appraisal of the existing parcel of land as of a specified date occurring within the 35-day period following the date on which the application for subdivision approval is made in accordance to the *Municipal Government Act* Section 667 (1) (a).**
- f) **Provision of a storm water management plan. Contact Planning and Development staff at 780-928-3983 to discuss the requirements for your subdivision.**
- g) Any outstanding property taxes are to be paid on the land proposed to be subdivided prior to registration.
- h) Provision of utility right-of-way as required by ATCO Electric, Telus and Northern Lights Gas and others.
- i) 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.
- j) **Mackenzie County shall not be held liable for any concerns, issues or damages related to and/or resulting from the water tables and any other water problems as a result of any low land levels of the proposed development. It is the responsibility of the developer to**

**ensure that adequate drainage and other precautions are taken to avoid water seepage into the dwellings/basement and/or flooding of the basement, and/or any ancillary buildings.**

**CARRIED**

- a) Subdivision Application 43-SUB-14  
NW 15-107-13-W5M (Blumenort East)  
Willie & Anna Dyck**

**MPC-14-09-197**      **MOVED** by Jacquie Bateman

That Subdivision Application 43-SUB-14 in the name of Willie Dyck and Anna Dyck on Part of NW 15-107-13-W5M be APPROVED with the following conditions:

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

that occur as a result of this development. Responses from utilities companies are shown in Schedule "C" hereto attached.

- h) **Mackenzie County shall not be held liable for any concerns, issues or damages related to and/or resulting from the water tables and any other water problems as a result of any low land levels of the proposed development. It is the responsibility of the developer to ensure that adequate drainage and other precautions are taken to avoid water seepage into the dwellings/basement and/or flooding of the basement, and/or any ancillary buildings.**

**CARRIED**

**6. MISCELLANEOUS ITEMS**

**a) Floodway Development Regulations**

**MPC-14-09-198** **MOVED** by Jacquie Bateman

That the Floodway Development Regulation discussion paper be received for information.

**CARRIED**

**b) Action List**

For information.

**7. NEXT MEETING DATES**

Municipal Planning Commission meeting dates are scheduled as follows:

- ❖ October 9, 2014 at 10:00 a.m. in La Crete
- ❖ October 23, 2014 at 10:00 a.m. in Fort Vermilion
- ❖ November 6, 2014 at 10:00 a.m. in La Crete

**8. ADJOURNMENT**

**MPC-14-09-199** **MOVED** by Beth Kappelar

That the Municipal Planning Commission Meeting be adjourned at 10:46 a.m.

**CARRIED**

These minutes were adopted this 9<sup>th</sup> day of October, 2014.

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Jack Eccles, Chair





**Mackenzie County  
Municipal Planning Commission Meeting**

**Mackenzie County Office  
La Crete, AB**

**Thursday, October 9, 2014 @ 10:00 a.m.**

**PRESENT:**

Jack Eccles	Chair, MPC Member
Wally Schroeder	Vice Chair, MPC Member
Elmer Derksen	Councilor, MPC Member
Beth Kappelar	MPC Member
Jacque Bateman	Councilor, MPC Member

**ADMINISTRATION:**

Byron Peters	Director of Planning & Development
Liane Lambert	Planner
Caitlin Smith	Development Officer, Recording Secretary

**MEMBERS OF THE PUBLIC:**

Bob Nickel  
Dave Neufeld

**MOTION**

**1. CALL TO ORDER**

Jack Eccles called the meeting to order at 10:01 a.m.

**2. ADOPTION OF AGENDA**

**MPC-14-10-200** **MOVED** by Beth Kappelar

That the agenda be adopted as presented.

**CARRIED**

**3. MINUTES**

**a) Adoption of Minutes**

**MPC-14-10-201** **MOVED** by Wally Schroeder

That the minutes of the September 25, 2014 Municipal Planning Commission meeting be adopted as presented.

**CARRIED**

**b) Business Arising from Previous Minutes**

There was no business arising from previous minutes.

4. **DEVELOPMENT**

- a) **Development Permit Application 203-DP-14  
Bob Nickel  
Dwelling-Single Family with Garage-Attached  
in Hamlet Country Residential 2 “HCR2”(La Crete)  
Plan 022 6056, Block 03, Lot 03**

**MPC-14-10-202**      **MOVED** by Elmer Derksen

That Development Permit 203-DP-14 on Plan 022 6056, Block 03, Lot 03 in the name of Bob Nickel 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:
  - a) 15.24 meters (50 feet) front (South) yard;
  - b) 4.6 meters (15 feet) side (East & West) yards;
  - c) 7.6 meters (25 feet) rear (North) yard; 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. 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.
4. Building to be connected to the Municipal water and sewer and the cost of connection fee will be borne by the owner where applicable.
5. The Municipality has assigned the following address to the noted property \_\_\_\_\_ **-94<sup>th</sup> 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.
6. 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.

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

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 230-DP-14  
Select Developments (John Buller);  
Dwelling-Single Family with Garage-Attached  
in Hamlet Residential 1B "HR1B" (La Crete)  
Plan 102 6365, Block 38, Lot 49**

**MPC-14-10-203**      **MOVED** by Beth Kappelar

That Development Permit 230-DP-14 on Plan 102 6365, Block 38, Lot 49 in the name of Select Developments 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 **20% Variance** for Dwelling – Single Family setback from the front (South) property line is hereby granted.
2. **The front of the building shall be:**
  - a) **7.6 meters (20 feet) from the front (South) property line;****Minimum building setbacks for the side and rear yards are:**
  - b) **1.52 meters (5 feet) rear (North) yard;**
  - c) **1.52 meters (5 feet) (East & West) side yards, from the property lines.**
3. The house shall face 95<sup>th</sup> Avenue with the garage located on the East side of the lot.

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 to the satisfaction of the Development Authority.
5. Where the lowest opening of the house is 20 feet from the front property line it is required to be at a minimum 4% grade above the curb level. Where the lowest opening of the house is 50 feet from the front property line it is required to be at a minimum 2% grade above the curb level.
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. The Municipality has assigned the following address to the noted property (**11202-95<sup>th</sup> 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.
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. *“One parking space, including the driveway area, shall occupy 300 square feet.”*
9. PRIOR to installation of a new access or changing location of existing access, complete a Request for Access form by contacting the Road/Maintenance Department for Mackenzie County at 780-928-3983. Access to be constructed to Mackenzie County standards and at the developers' expense.
10. No construction or development is allowed on a right-of-way. It is the responsibility of the developer/owner/occupant to investigate the utility rights-of-way, if any, that exist on the property prior to commencement of any construction and to ensure that no construction or development is completed on any utility right-of-way.
11. The total site area (lot) shall have a positive surface drainage without adversely affecting the neighbouring properties.
12. The Developer shall at all times comply with all applicable Federal, Provincial and Municipal legislation and regulations and County Bylaws and resolutions relating to the development of the lands.

**CARRIED**

- c) Development Permit Application 231-DP-14  
Select Developments (John Buller);  
Dwelling-Single Family with Garage-Attached**

**in Hamlet Residential 1B “HR1B” (La Crete)  
Plan 102 6365, Block 38, Lot 47**

**MPC-14-10-204**      **MOVED** by Wally Schroeder

That Development Permit 231-DP-14 on Plan 102 6365, Block 38, Lot 47 in the name of Select Developments 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 20% Variance for Dwelling – Single Family setback from the front (East) property line is hereby granted.
2. **The front of the building shall be:**
  - a) **7.6 meters (20 feet) from the front (East) property line;**

**Minimum building setbacks for the side and rear yards are:**

  - b) **1.52 meters (5 feet) rear (West) yard;**
  - c) **1.52 meters (5 feet) (North & South) side yards, from the property lines.**
3. The house shall face 95<sup>th</sup> Avenue with the garage located on the North side of the lot.
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 to the satisfaction of the Development Authority.
5. Where the lowest opening of the house is 20 feet from the front property line it is required to be at a minimum 4% grade above the curb level. Where the lowest opening of the house is 50 feet from the front property line it is required to be at a minimum 2% grade above the curb level.
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. The Municipality has assigned the following address to the noted property (**11205-95<sup>th</sup> Avenue**). You are required to display the address (**11205**) to be clearly legible from the street and be on a contrasting background. The minimum size of the characters shall be four inches in height.
8. 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. *“One parking*

*space, including the driveway area, shall occupy 300 square feet.”*

9. PRIOR to installation of a new access or changing location of existing access, complete a Request for Access form by contacting the Road/Maintenance Department for Mackenzie County at 780-928-3983. Access to be constructed to Mackenzie County standards and at the developers' expense.
10. No construction or development is allowed on a right-of-way. It is the responsibility of the developer/owner/occupant to investigate the utility rights-of-way, if any, that exist on the property prior to commencement of any construction and to ensure that no construction or development is completed on any utility right-of-way.
11. The total site area (lot) shall have a positive surface drainage without adversely affecting the neighbouring properties.
12. The Developer shall at all times comply with all applicable Federal, Provincial and Municipal legislation and regulations and County Bylaws and resolutions relating to the development of the lands.

**CARRIED**

- d) Development Permit Application 232-DP-14  
Select Developments (John Buller);  
Dwelling-Single Family with Garage-Attached  
in Hamlet Residential 1B “HR1B” (La Crete)  
Plan 102 6365, Block 38, Lot 48**

**MPC-14-10-205**      **MOVED** by Jacquie Bateman

That Development Permit 232-DP-14 on Plan 102 6365, Block 38, Lot 48 in the name of Select Developments 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 20% Variance for Dwelling – Single Family setback from the front (East) property line is hereby granted.
2. **The front of the building shall be:**
  - a) **7.6 meters (20 feet) from the front (East) property line;****Minimum building setbacks for the side and rear yards are:**
  - b) **1.52 meters (5 feet) rear (West) yard;**

- c) **1.52 meters (5 feet) (North & South) side yards, from the property lines.**
- d) The house shall face 95<sup>th</sup> Avenue with the garage located on the South side of the lot.
3. The architecture, construction materials and appearance of buildings and other structures shall be to accepted standards and shall compliment the natural features and character of the site to the satisfaction of the Development Authority.
  4. Where the lowest opening of the house is 20 feet from the front property line it is required to be at a minimum 4% grade above the curb level. Where the lowest opening of the house is 50 feet from the front property line it is required to be at a minimum 2% grade above the curb level.
  5. Building to be connected to the Municipal water and sewer system and the cost of connection fees will be borne by the owner.
  6. The Municipality has assigned the following address to the noted property (**11206-95<sup>th</sup> Avenue**). You are required to display the address (**11206**) to be clearly legible from the street and be on a contrasting background. The minimum size of the characters shall be four inches in height.
  7. 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. *“One parking space, including the driveway area, shall occupy 300 square feet.”*
  8. PRIOR to installation of a new access or changing location of existing access, complete a Request for Access form by contacting the Road/Maintenance Department for Mackenzie County at 780-928-3983. Access to be constructed to Mackenzie County standards and at the developers' expense.
  9. 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.
  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**

- e) **Development Permit Application 233-DP-14  
Select Developments (John Buller);  
Dwelling-Single Family with Garage-Attached  
in Hamlet Residential 1B “HR1B” (La Crete)  
Plan 102 6365, Block 38, Lot 46**

**MPC-14-10-206**      **MOVED** by Elmer Derksen

That Development Permit 233-DP-14 on Plan 102 6365, Block 38, Lot 46 in the name of Select Developments 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 **20% Variance** for Dwelling – Single Family setback from the front (East) property line is hereby granted.
2. **The front of the building shall be:**
  - a) **7.6 meters (20 feet) from the front (North) property line;**

**Minimum building setbacks for the side and rear yards are:**

  - b) **1.52 meters (5 feet) rear (South) yard;**
  - c) **1.52 meters (5 feet) (East & West) side yards, from the property lines.**
3. The house shall face 95<sup>th</sup> Avenue with the garage located on the East side of the lot.
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 to the satisfaction of the Development Authority.
5. Where the lowest opening of the house is 20 feet from the front property line it is required to be at a minimum 4% grade above the curb level. Where the lowest opening of the house is 50 feet from the front property line it is required to be at a minimum 2% grade above the curb level.
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. The Municipality has assigned the following address to the noted property (**11201-95<sup>th</sup> Avenue**). You are required to display the address (**11201**) to be clearly legible from the street and be on a



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

8. 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. *“One parking space, including the driveway area, shall occupy 300 square feet.”*
9. PRIOR to installation of a new access or changing location of existing access, complete a Request for Access form by contacting the Road/Maintenance Department for Mackenzie County at 780-928-3983. Access to be constructed to Mackenzie County standards and at the developers’ expense.
10. No construction or development is allowed on a right-of-way. It is the responsibility of the developer/owner/occupant to investigate the utility rights-of-way, if any, that exist on the property prior to commencement of any construction and to ensure that no construction or development is completed on any utility right-of-way.
11. The total site area (lot) shall have a positive surface drainage without adversely affecting the neighbouring properties.
12. The Developer shall at all times comply with all applicable Federal, Provincial and Municipal legislation and regulations and County Bylaws and resolutions relating to the development of the lands.

**CARRIED**

**5. SUBDIVISION**

None.

**6. MISCELLANEOUS ITEMS**

**a) Development Statistics Report 2014  
January to September 2014 Comparison Chart**

For information.

**b) Action List**

For information.

**7. NEXT MEETING DATES**

Municipal Planning Commission meeting dates are scheduled as follows:

- ❖ October 23, 2014 at 10:00 a.m. in Fort Vermilion
- ❖ November 6, 2014 at 10:00 a.m. in La Crete

**8. ADJOURNMENT**

**MPC-14-10-207**      **MOVED** by Beth Kappelar

That the Municipal Planning Commission Meeting be adjourned at 10:39 a.m.

**CARRIED**

These minutes were adopted this 23rd day of October, 2014.

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Jack Eccles, Chair



## MACKENZIE COUNTY REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>October 29, 2014</b>
<b>Presented By:</b>	<b>John Klassen, Director of Environmental Services &amp; Operations</b>
<b>Title:</b>	<b>TENDER 100 St. at 101 Ave. Traffic Signal (Hamlet of La Crete)</b>

### **BACKGROUND / PROPOSAL:**

WSP was engaged to design and tender the installation of traffic lights at the intersection of 100<sup>th</sup> street and 101 Ave in La Crete.

The closing date of the tender is October 29, 2014 at 1:00 p.m.

### **OPTIONS & BENEFITS:**

For discussion.

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

Costs - TBD at tender opening.

To be funded from the 2014 approved capital project budget.

### **SUSTAINABILITY PLAN:**

NA

### **COMMUNICATION:**

NA

**Author:** John Klassen      **Reviewed by:** \_\_\_\_\_ **CAO**      JW

**RECOMMENDED ACTION:**

Motion 1

That the 100 St. at 101 Ave. Traffic Signal (Hamlet of La Crete) tenders be opened.

Motion 2

That the 100 St. at 101 Ave. Traffic Signal (Hamlet of La Crete) tender be awarded to the lowest qualifying bidder subject to being within budget.

Author: John Klassen Reviewed by: \_\_\_\_\_ CAO JW



## MACKENZIE COUNTY REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>October 29, 2014</b>
<b>Presented By:</b>	<b>John Klassen, Director of Environmental Services &amp; Operations</b>
<b>Title:</b>	<b>TENDER 2014 Bridge Maintenance Contract Tender</b>

### **BACKGROUND / PROPOSAL:**

WSP was engaged to develop and tender the 2014 bridge maintenance contract which is scheduled to close at 2:00 PM on October 29, 2014.

### **OPTIONS & BENEFITS:**

For discussion.

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

Costs - TBD at tender opening.

To be funded from the 2014 approved operating budget.

### **SUSTAINABILITY PLAN:**

NA

### **COMMUNICATION:**

NA

**Author:** John Klassen      **Reviewed by:** \_\_\_\_\_ **CAO**      JW

**RECOMMENDED ACTION:**

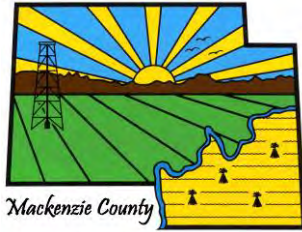
Motion 1

That the 2014 Bridge Maintenance Contract tenders be opened.

Motion 2

That the 2014 Bridge Maintenance Contract tender be awarded to the lowest qualifying bidder subject to an Engineering review and being within budget.

Author: John Klassen Reviewed by: \_\_\_\_\_ CAO JW



## MACKENZIE COUNTY REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>October 29, 2014</b>
<b>Presented By:</b>	<b>Byron Peters, Director of Planning &amp; Development</b>
<b>Title:</b>	<p style="text-align: center;"><b>PUBLIC HEARING</b>  <b>Bylaw 939-14 Land Use Bylaw Amendment to Rezone Part of Plan FVS, Range 2, RL 8 from Hamlet Residential 1 “HR1” to Hamlet Residential 2 “HR2” and Recreational District 2 “REC2” (Fort Vermilion)</b></p>

**BACKGROUND / PROPOSAL:**

Bylaw 939-14 being a Land Use Bylaw Amendment to rezone FORT VERMILION SETTLEMENT, Range 2, Riverlot 8 from Hamlet Residential 1 “HR1” to Recreational 2 “REC2” for the purpose of developing an intensive recreational area, subject to public hearing input, received an amendment to the first reading at the September 24, 2014 Council Meeting.

Bylaw 939-14 was first brought to Council on March 11, 2014; the original bylaw request was to rezone the said land for both a multi-family development and an intensive recreational area. Administration could not proceed with this rezoning as the application form had not been signed by the current land owner and the land had not been transferred to the new owner. As of July 30, 2014, the applicant became the new registered owner and requested the amendment to delete the multi-family dwelling district and proceed rezoning the entire Lot to Intensive Recreational District “REC2”.

The Planning Department has no issues or concerns with this development.

**OPTIONS & BENEFITS:**

A couple of key items from the Area Structure plan lend support this development.

Author:  L. Lambert  Reviewed by:  CAO   JW

Key objectives expressed in the MDP that provide a foundation for growth in Fort Vermilion include:

- Plan for a positive growth rate;
- Promote orderly and economic growth;
- Provide a variety of housing types;
- Plan for future subdivision and development of residential areas;
- Facilitate growth of commercial and industrial areas;
- Provide institutional, recreational, and cultural opportunities;
- Optimize the use of existing services and infrastructure; and,
- Strengthen the long term viability of Fort Vermilion.

### **Policies Specific to Growth in Fort Vermilion**

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

- Develop in accordance with the MDP;
- Preserve and promote historically significant buildings and support local initiatives that promote Fort Vermilion's heritage; *(the Fur depot)*
- Prepare a comprehensive plan for the existing Nature Trail that provides access to natural areas and connects to other community amenities; *(Intensive recreational area, preserves one of the last natural areas in town)*

The Planning Department supports initiative development within the Hamlets, and the Hamlet of Fort Vermilion is certainly in the need of multi-family dwellings; however the preservation of natural spaces and the beauty of Fort Vermilion is also vital. Therefore with the combination of two different types of development on this large lot would help to preserve the natural beauty of the area without the excessive removal of trees.

Bylaw 9\_\_-14 was presented to the Municipal Planning Commission at their February 26, 2014 MPC meeting, where they made the following motion:

*MOTION MPC 00-00-00 That the Municipal Planning Commission's recommendation to Council is for the approval of Bylaw 9\_\_-14 being the rezoning of FVS, Range 2, River Lot 8 from Hamlet Residential 1 "HR1" to Hamlet Residential 2 "HR2" and Recreational 2 'REC2" for the purpose of developing a multi-family complex and an intensive recreational area*

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

All costs will be borne by the applicant

Author: L. Lambert Reviewed by: \_\_\_\_\_ CAO JW



**SUSTAINABILITY PLAN:**

Under Step III: Social and Cultural Sustainability

Goal S1 States that: Each County Hamlet and rural area hosts a concentration of social, cultural and commercial activity in one strategic location.

Aside from Goal S1, the Sustainability Plan does not address commercial development on agricultural land. As such, the proposed re-zoning neither supports nor contradicts the Sustainability Plan

**COMMUNICATION:**

The bylaw amendment was advertised as per MGA requirements, including all adjacent landowners.

**RECOMMENDED ACTION:**

Motion 1

That second reading be given to Bylaw 939-14 being a Land Use Bylaw Amendment to rezone FORT VERMILION SETTLEMENT, Range 2, Riverlot 8, from Hamlet Residential 1 “HR1” to Recreational 2 “REC2” for the purpose of developing an intensive recreational area.

Motion 2

That third reading be given to Bylaw 939-14 being a Land Use Bylaw Amendment to rezone FORT VERMILION SETTLEMENT, Range 2, Riverlot 8, from Hamlet Residential 1 “HR1” to Recreational 2 “REC2” for the purpose of developing an intensive recreational area.

Author: L. Lambert Reviewed by: \_\_\_\_\_ CAO JW

**BYLAW NO. 939-14**  
**BEING A BYLAW OF**  
**MACKENZIE COUNTY**  
**IN THE PROVINCE OF ALBERTA**

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

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

**WHEREAS**, Mackenzie County has adopted the Mackenzie County Land Use Bylaw in 2013, and

**WHEREAS**, the Council of Mackenzie County, in the Province of Alberta, has deemed it desirable to amend the Mackenzie County Land Use Bylaw to accommodate Multi-Family Dwellings and a Recreational Area.

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

1. That the land use designation of the subject parcel known as:

Part of North Vermilion Settlement, Range 2, River Lot 8

within Mackenzie County, be rezoned from Hamlet Residential 1 “HR1” to Recreational District 2 “REC2” as outlined in Schedule “A” hereto attached.

READ a first time this 24<sup>th</sup> day of September, 2014.

PUBLIC HEARING held this 29<sup>th</sup> day of October, 2014.

READ a second time this \_\_\_ day of \_\_\_\_\_, 2014.

READ a third time and finally passed this \_\_\_ day of \_\_\_\_\_, 2014.

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Bill Neufeld  
Reeve

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Joulia Whittleton  
Chief Administrative Officer

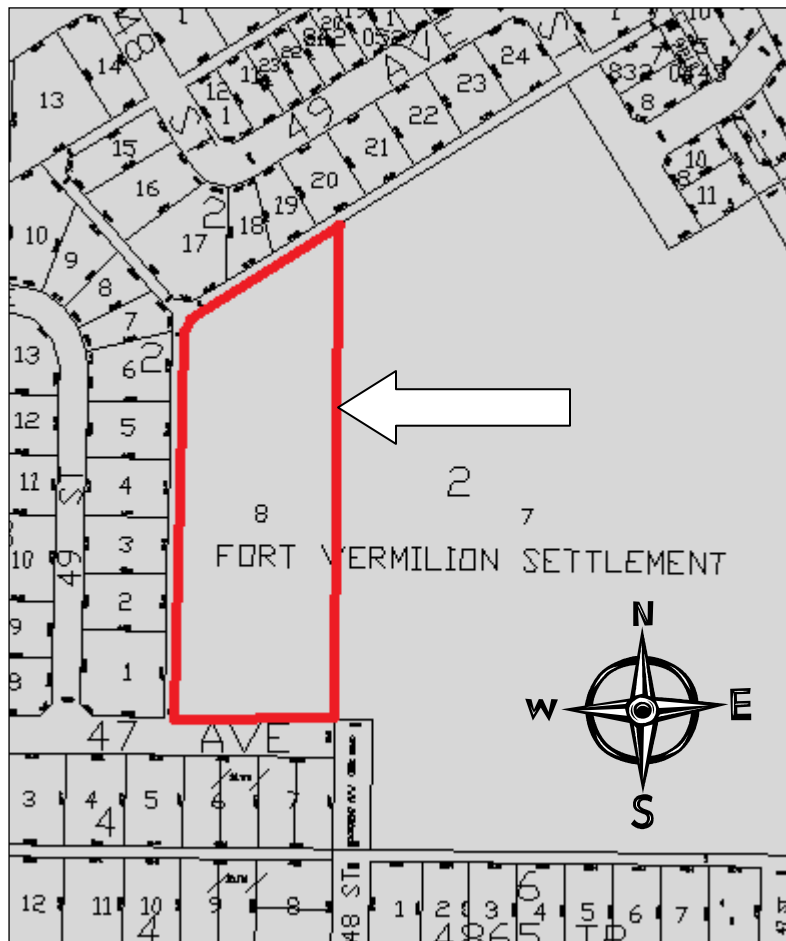
**BYLAW No. 939-14**

**SCHEDULE "A"**

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

Part of North Vermilion Settlement, Range 2, River Lot 8

within Mackenzie County, be rezoned from Hamlet Residential 1 "HR1" to Recreational District 2 "REC2" as outlined in Schedule "A" hereto attached.



FROM: Hamlet Residential 1 "HR1"

TO: Recreational 2 "REC2"

**Mackenzie County**

**PUBLIC HEARING FOR LAND USE BYLAW AMENDMENT**

**BYLAW 939-14**

**Order of Presentation**

\_\_\_\_\_ This Public Hearing will now come to order at \_\_\_\_\_.

\_\_\_\_\_ Was the Public Hearing properly advertised?

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

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

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

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

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

\_\_\_\_\_ This Hearing is now closed at \_\_\_\_\_.

**REMARKS/COMMENTS:**



PC Feb 6th  
Feb 11th

# LAND USE BYLAW AMENDMENT APPLICATION

APPLICATION NO. Bylaw 939-14

NAME OF APPLICANT <i>Charles LeForge</i>		
ADDRESS <i>PO Box 84</i>		
TOWN <i>High Level AB</i>		
POSTAL CODE <i>Tell-120</i>	PHONE (RES.) <i>7-3338</i>	BUS. <i>6-5825</i>

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 <i>FV5</i>	BLK <i>2</i>	LOT <i>8</i>
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LAND USE CLASSIFICATION AMENDMENT PROPOSED:

FROM: *HR 1* TO: *Rec 2*

REASONS SUPPORTING PROPOSED AMENDMENT:

*To facilitate const of campground & other Tourism type facilities, ~~inc~~ inc a Maint shop, caretakers Res, cabins, Museum, Gas Depot & Gifts, Bathhouse, laundry & Showers, etc.*

I/WE HAVE ENCLOSED THE REQUIRED APPLICATION FEE OF \$ \_\_\_\_\_ RECEIPT NO. \_\_\_\_\_

*Charles LeForge*  
APPLICANT

*Jan 28 - 2014*  
DATE

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

REGISTERED OWNER

DATE

Feb 11th



# LAND USE BYLAW AMENDMENT APPLICATION

APPLICATION NO. \_\_\_\_\_

NAME OF APPLICANT <i>Charles LaForge</i>		
ADDRESS <i>PO Box 84</i>		
TOWN <i>High Level AB</i>		
POSTAL CODE <i>T0H-1Z0</i>	PHONE (RES.) <i>7-3338</i>	BUS. <i>6-5825</i>

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 <i>FV3</i>	BLK <i>2</i>	LOT <i>8</i>
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LAND USE CLASSIFICATION AMENDMENT PROPOSED:

FROM: *HR1* TO: *HR2*

REASONS SUPPORTING PROPOSED AMENDMENT:

*To facilitate const of Apartments & Parking*

I/WE HAVE ENCLOSED THE REQUIRED APPLICATION FEE OF \$ \_\_\_\_\_ RECEIPT NO. \_\_\_\_\_

*[Signature]*  
APPLICANT

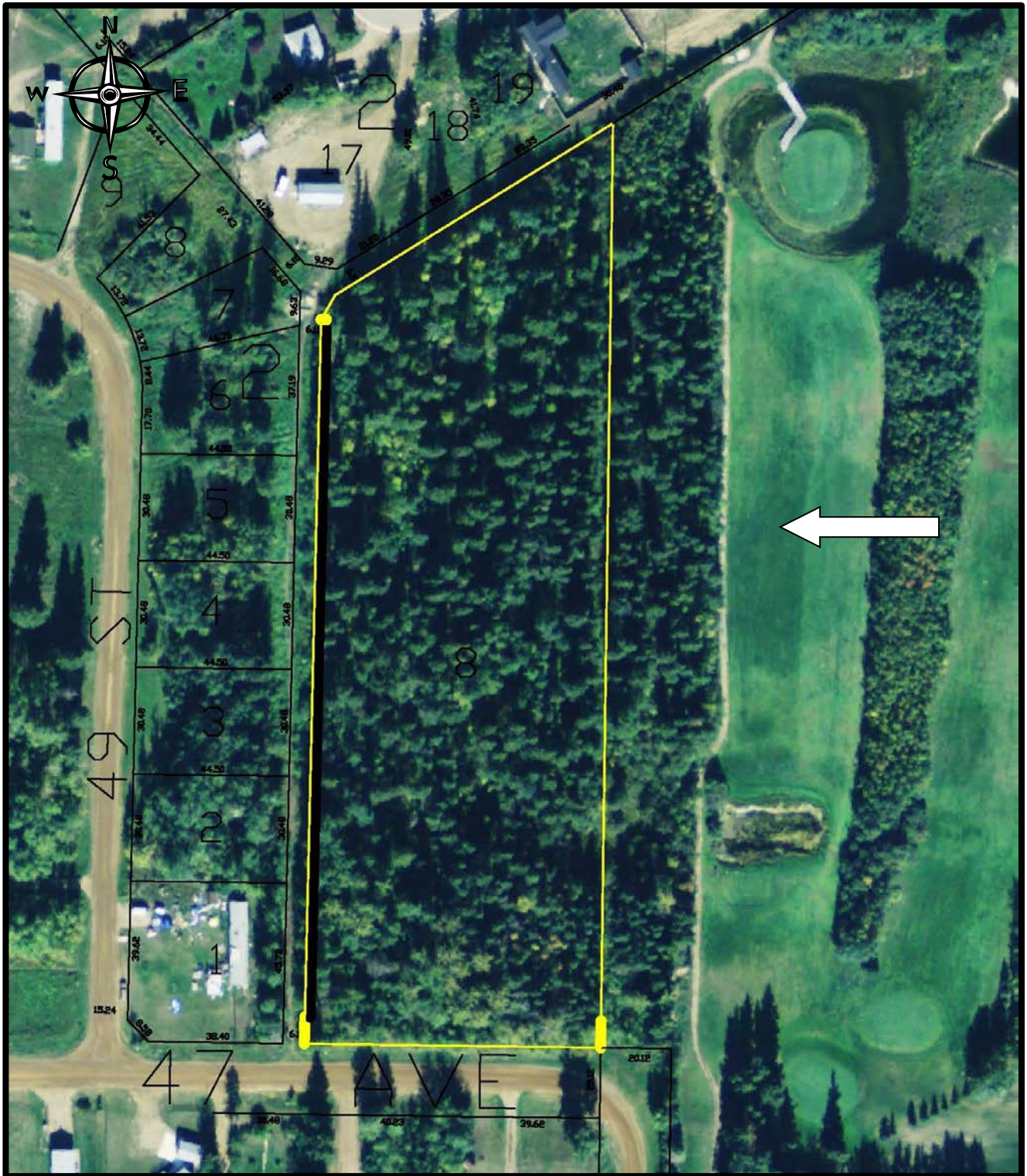
*Jan 28 2014*  
DATE

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

REGISTERED OWNER

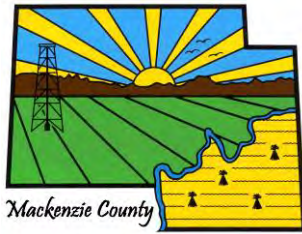
DATE

LAND USE BYLAW 939-14  
Fort Vermilion Settlement, Range 2, River Lot 8









## MACKENZIE COUNTY REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>October 29, 2014</b>
<b>Presented By:</b>	<b>Byron Peters, Director of Planning &amp; Development</b>
<b>Title:</b>	<b>PUBLIC HEARING Bylaw 972-14 Land Use Bylaw Amendment to Rezone Plan 132 4101, Block 2, Lot 1 from Agricultural "A" to Rural Light Industrial District "RI1"(La Crete Rural)</b>

### **BACKGROUND / PROPOSAL:**

Bylaw 972-14 being a Land Use Bylaw Amendment to rezone Plan 132 4101, Block 2, Lot 1 from Agricultural "A" to Rural Light Industrial District "RI1" for the purpose of Industrial development, subject to public hearing input, received first reading at the September 24, 2014 Council Meeting.

Mackenzie County received a request to rezone a recently created vacant acreage located next to the Hamlet boundaries in La Crete, from Agricultural "A" to Rural Light Industrial District "RI1".

The acreage was registered last year, and since then the applicant has had several opportunities to sell the land. However he has held off, as he himself feels that this location would better suit a large industrial shop due to its close proximity to the hamlet. He does not feel that the current zoning of Agricultural district should be allowed so close to town which allows for such things such as a Hobby Farming.

In review of the location, the Planning department does not see how changing one lot from Agricultural to Industrial would affect the hamlet, as it is only a small area of an entire quarter section which is adjacent to the Hamlet boundaries. Should the owners of the remainder of the quarter section wish, they could set up a farm with farm animals at a much larger scale than a hobby farm.

Bylaw 972-14 was presented to the Municipal Planning Commission on September 11, 2014 where the following motion was made:

**Author:** L. Lambert      **Reviewed by:** \_\_\_\_\_ **CAO** JW

**MPC-14-09-186** That the Municipal Planning Commission’s recommendation to Council is for the approval of Bylaw 97X-14 being a Land Use Bylaw Amendment to rezone Plan 132 4101, Block 2, Lot 1 from Agricultural “A” to Rural Light Industrial District “R11” for the purpose of Industrial development, with input from the Roads and Utility Department.

The Utility department has stated that; from a utilities stand point, this property would be treated as rural waterline. Direction has been given for rural waterline users that would like to connect to water must do so at their own cost, but to our standards. If the applicant were to apply for water at this point it would have to be as a trickle system due to it being outside of hamlet boundaries.

**OPTIONS & BENEFITS:**

Approval of this re-zoning could be considered as encouraging leapfrog development. There is vacant undeveloped commercial land within the hamlet between this proposed parcel and the existing development.

The subject land is adjacent to the Hamlet Boundary, and that land within the boundary is currently zoned as Hamlet Commercial. Therefore, it would make more sense to allow this piece of land in the future to be rezoned to Commercial not Industrial. In the La Crete Area Structure Plan, Industrial Development is located to the east of the Hamlet.

**COSTS & SOURCE OF FUNDING:**

All costs will be borne by the applicant

**SUSTAINABILITY PLAN:**

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

**COMMUNICATION:**

The bylaw amendment will be advertised as per MGA requirements, this includes all adjacent landowners.

Author: L. Lambert Reviewed by: \_\_\_\_\_ CAO JW

**RECOMMENDED ACTION:**

Motion 1

That second reading be given to Bylaw 972-14 being a Land Use Bylaw Amendment to rezone Plan 132 4101, Block 2, Lot 1 from Agricultural "A" to Rural Light Industrial District "RI1" for the purpose of Industrial development.

Motion 2

That third reading be given to Bylaw 972-14 being a Land Use Bylaw Amendment to rezone Plan 132 4101, Block 2, Lot 1 from Agricultural "A" to Rural Light Industrial District "RI1" for the purpose of Industrial development.

Author: L. Lambert Reviewed by: \_\_\_\_\_ CAO JW

**BYLAW NO. 972-14**  
**BEING A BYLAW OF**  
**MACKENZIE COUNTY**  
**IN THE PROVINCE OF ALBERTA**

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

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

**WHEREAS**, Mackenzie County has adopted the Mackenzie County Land Use Bylaw in 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 accommodate an Industrial subdivision.

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

1. That the land use designation of the subject parcel known as:

Plan 132 4101, Block 2, Lot 1

within Mackenzie County, be rezoned from Agricultural "A" to Rural Industrial District "RI1" as outlined in Schedule "A" hereto attached.

READ a first time this 24<sup>th</sup> day of September, 2014.

PUBLIC HEARING held this 29<sup>th</sup> day of October, 2014.

READ a second time this \_\_\_ day of \_\_\_\_\_, 2014.

READ a third time and finally passed this \_\_\_ day of \_\_\_\_\_, 2014.

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Bill Neufeld  
Reeve

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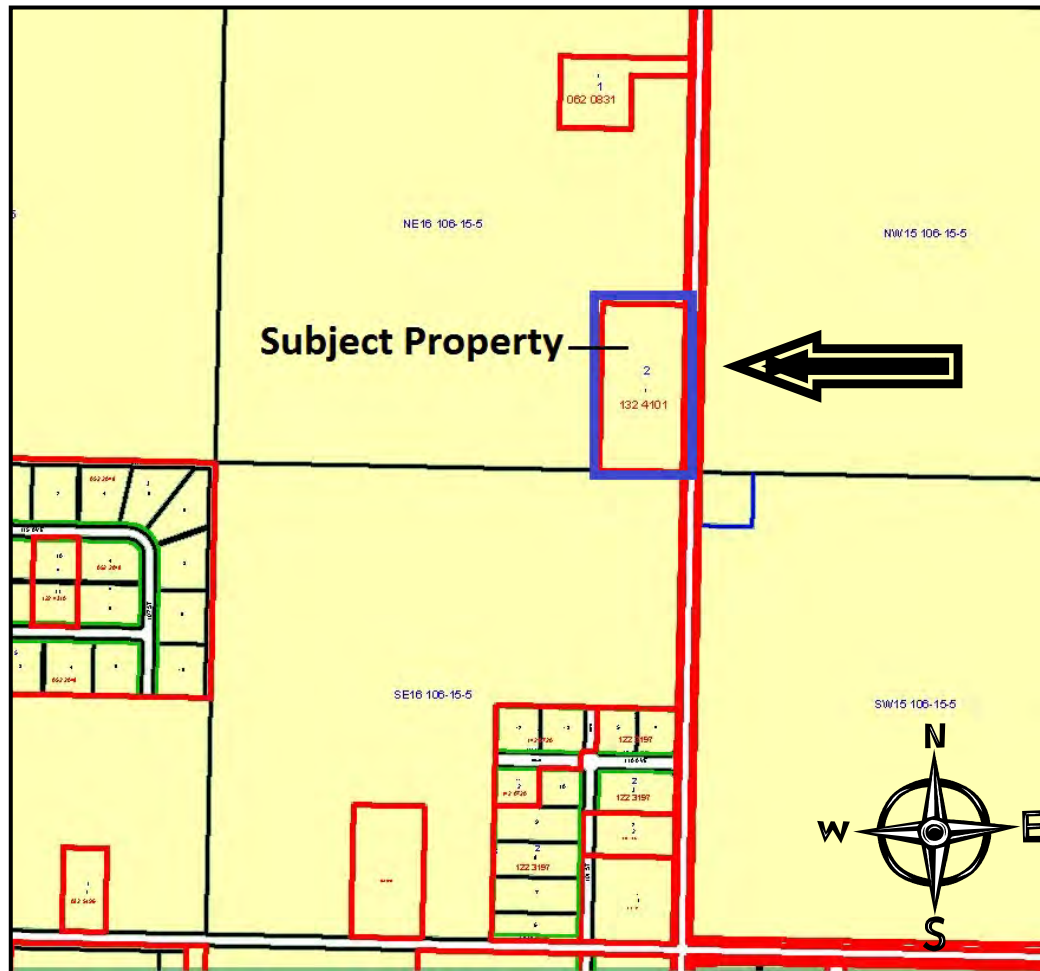
Joulia Whittleton  
Chief Administrative Officer

**BYLAW No. 972-14**

**SCHEDULE "A"**

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

Plan 132 4101, Block 2, Lot 1 within Mackenzie County, be rezoned from Agricultural "A" to Rural Industrial District "RI1"



FROM: Agricultural "A"

TO: Rural Industrial District "RI1"

**Mackenzie County**

**PUBLIC HEARING FOR LAND USE BYLAW AMENDMENT**

**BYLAW 972-14**

**Order of Presentation**

\_\_\_\_\_ This Public Hearing will now come to order at \_\_\_\_\_.

\_\_\_\_\_ Was the Public Hearing properly advertised?

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

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

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

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

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

\_\_\_\_\_ This Hearing is now closed at \_\_\_\_\_.

**REMARKS/COMMENTS:**



# LAND USE BYLAW AMENDMENT APPLICATION

APPLICATION NO. 972-14

NAME OF APPLICANT <u>Henry Peters</u>		
ADDRESS <u>Box 1603</u>		
TOWN <u>La Crek AB</u>		
POSTAL CODE <u>T0H-2H0</u>	PHONE (RES.) <u>841-2958</u>	BUS. CELL <u>841-2951</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. <u>NE</u>	SEC. <u>16</u>	TWP. <u>106</u>	RANGE <u>5</u>	M. <u>5</u>	OR	PLAN <u>1324101</u>	BLK	LOT
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LAND USE CLASSIFICATION AMENDMENT PROPOSED:

FROM: Residential TO: Industrial

REASONS SUPPORTING PROPOSED AMENDMENT:

I am proposing this change because I want to construct a large shop on this 10 acre parcel in the near future. I have a lot of opportunities to sell this parcel, but how do I know what he will do? he might set up a old trailer with a tin roof, and have a hobby farm, which is the wrong location for that, with the pavement there now, and a lot of traffic, I want it to look neat, and think that would also benefit the county, Image wise and tax revenue wise. please accept my proposal.

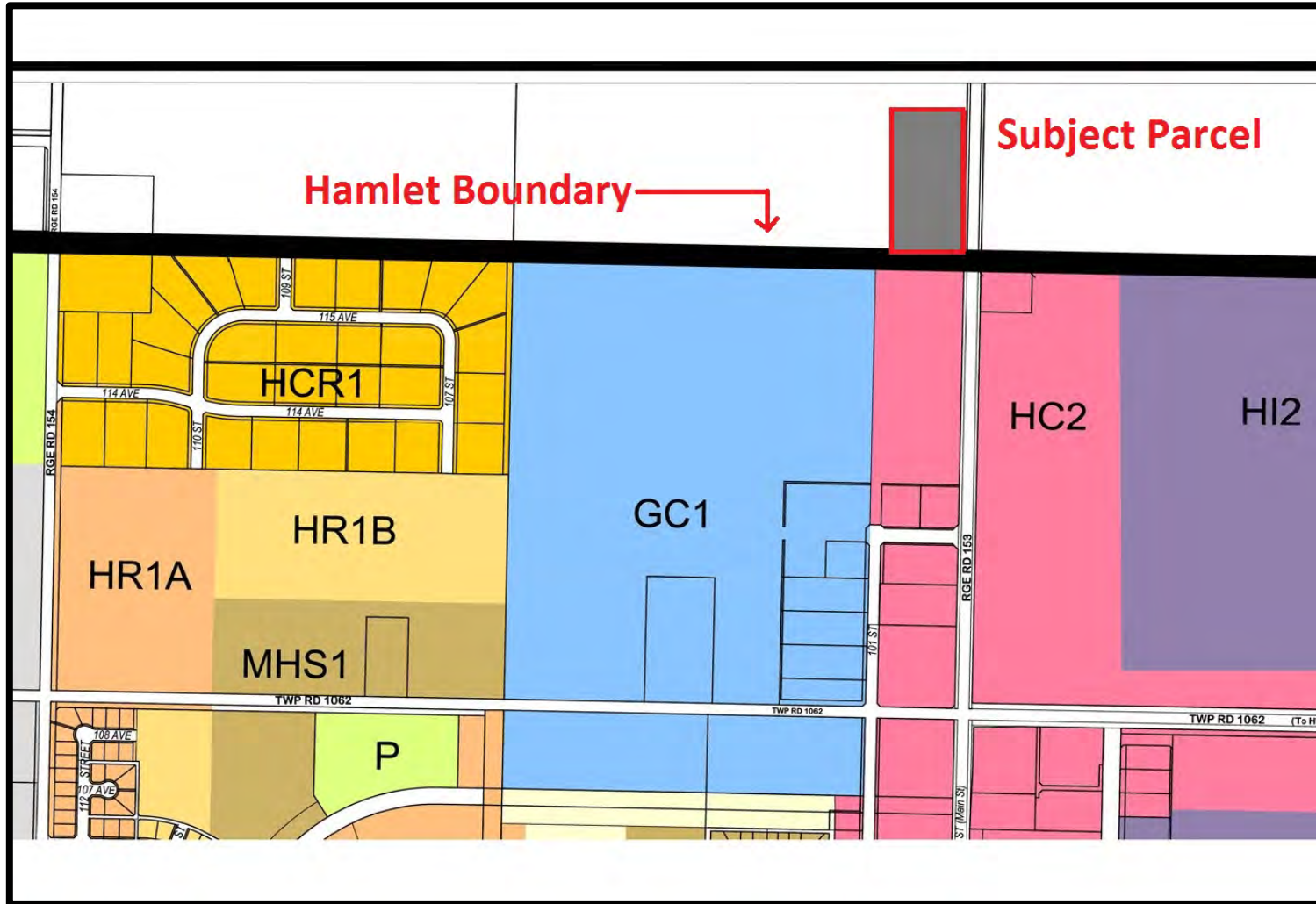
With love - Henry Peters!

I/WE HAVE ENCLOSED THE REQUIRED APPLICATION FEE OF \$ \_\_\_\_\_ RECEIPT NO. \_\_\_\_\_  
Henry Peters \_\_\_\_\_ Sept 5 \_\_\_\_\_  
 APPLICANT DATE

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

Henry Peters \_\_\_\_\_ Sept 5 / 2014 \_\_\_\_\_  
 REGISTERED OWNER DATE

# BYLAW AMENDMENT APPLICATION



File No. Bylaw [97x972-14](#)

**NOT TO SCALE**

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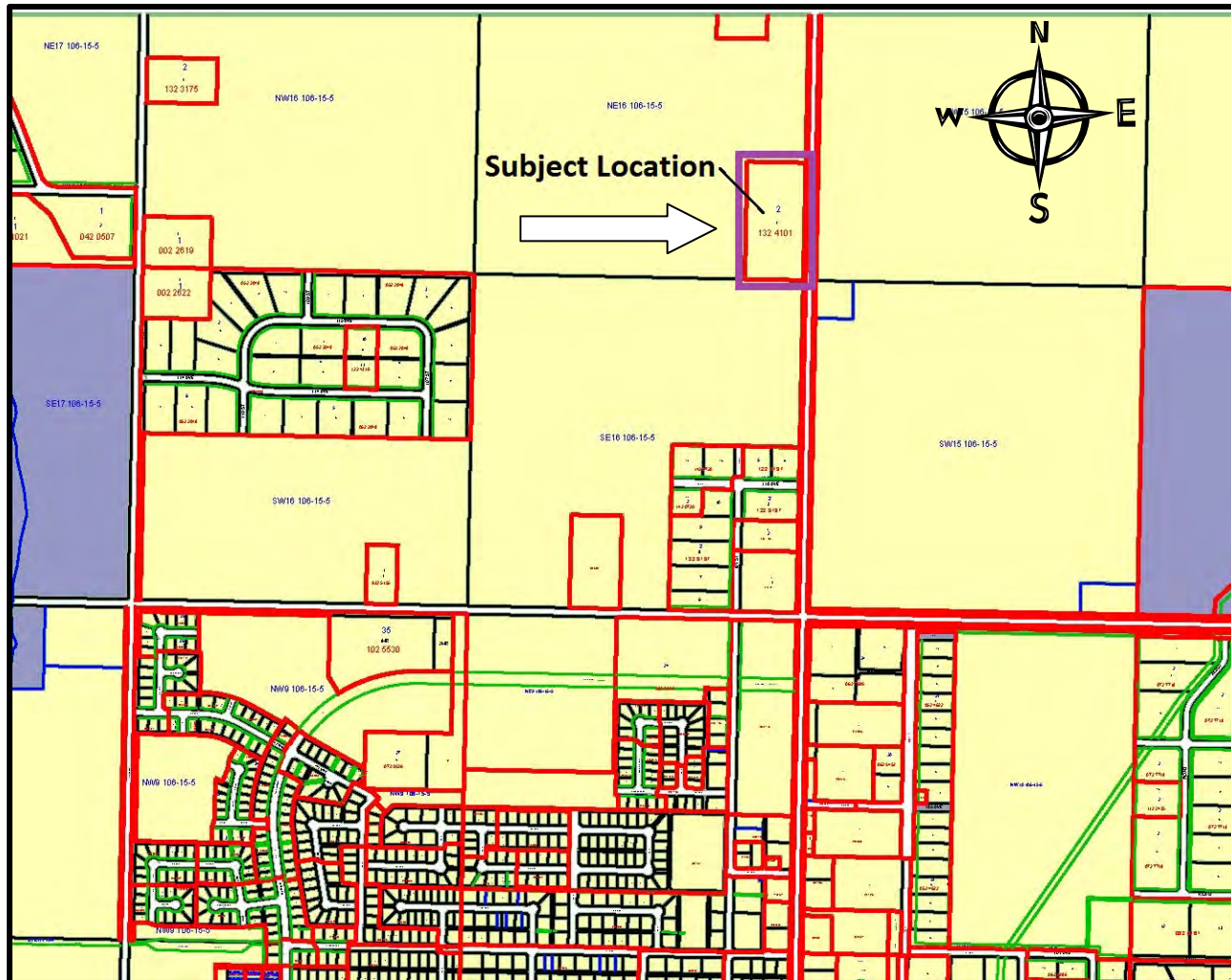


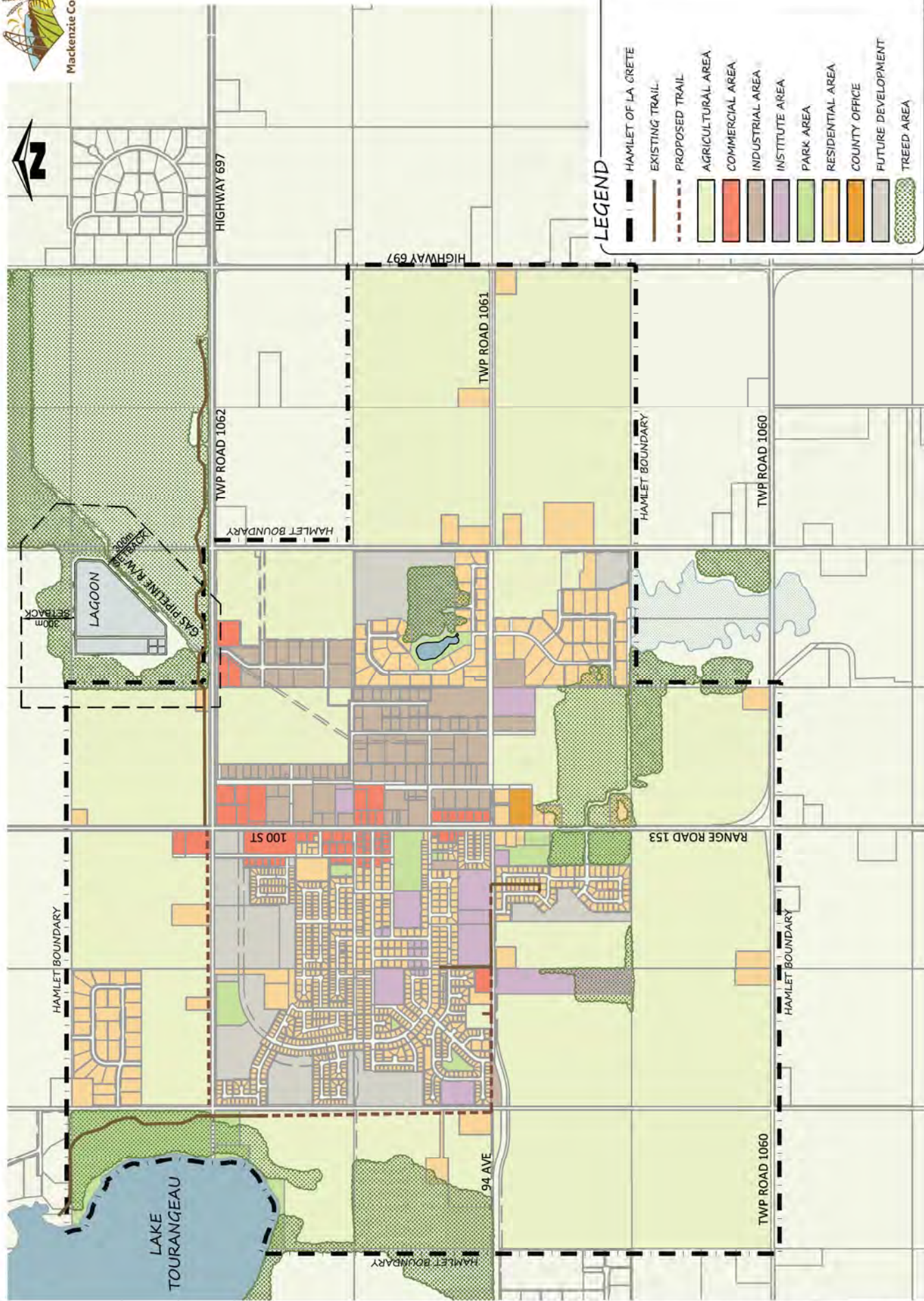
**Mackenzie County**



# LAND USE BYLAW 972-14

Plan 132 4101, Block 2, Lot 1



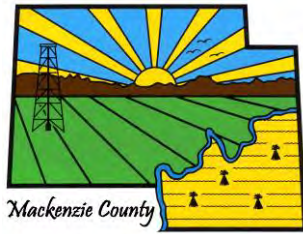


LEGEND

- HAMLET OF LA CRETE
- EXISTING TRAIL
- PROPOSED TRAIL
- AGRICULTURAL AREA
- COMMERCIAL AREA
- INDUSTRIAL AREA
- INSTITUTE AREA
- PARK AREA
- RESIDENTIAL AREA
- COUNTY OFFICE
- FUTURE DEVELOPMENT
- TREED AREA

MAP 6  
**CURRENT LAND USES**  
 LA CRETE AREA STRUCTURE PLAN  
 NOT TO SCALE  
 JUNE 2013





## MACKENZIE COUNTY

### REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>October 29, 2014</b>
<b>Presented By:</b>	<b>Byron Peters, Director of Planning &amp; Development</b>
<b>Title:</b>	<p style="text-align: center;"><b>PUBLIC HEARING</b></p> <p><b>Bylaw 973-14 Land Use Bylaw Amendment to Rezone Part of NW 01-104-18-W5M from Agricultural “A” to Public Institutional District “P”(Bluehills Area)</b></p>

**BACKGROUND / PROPOSAL:**

Bylaw 973-14 being a Land Use Bylaw amendment to rezone of Part of NW 01-104-18-W5M from Agricultural “A” to Public/Institutional District “P” to accommodate the development of a private school, subject to public hearing input, received first reading at the September 24, 2014 Council Meeting.

The rezoning request is the result of a subdivision application, this application would be the first parcel out of a quarter section located approximately one mile south of Highway 697 in the Bluehills area. The proposed subdivision in itself is allowed and the first phase of the subdivision process was started, that being, notifying all adjacent landowners.

It was during this first phases of the subdivision process, that it was brought to the Planning Departments attention by an adjacent farmer (See attached letter) about the restrictions that a school has on the area farmers when it comes to spraying, dust and the types of crops allowed next to a school. One particular crop, Hemp has strong regulations when it comes to where it can be grown.

Specific regulations from the Industrial Hemp Regulations (SOR/98-156) include:

- *Individuals or companies must be licenced in order to import, grow, export, process, and sell hemp seed or hemp products.*
- *Health Canada will not licence cultivation of less than 10 acres except in special circumstances such as breeder seed plots.*

**Author:**     L. Lambert          **Reviewed by:**     B. Peters          **CAO**     JW

- *Growers must give GPS (Global Positioning System) co-ordinates of the location where they plan to grow hemp.*<sup>10</sup>
- *The growing location must not be less than one kilometer from places frequented by persons less than 18 years of age (e.g. schools).*
- *Beginning January 1, 2000, only pedigree seeds on the OECD (Organization for Economic Cooperation and Development) list of approved varieties may be planted.*
- *Growers will be required to maintain records of production and distribution.*
- *Growers are required to have a sample tested by an approved lab or approved sampler to determine the THC content under their conditions.*

As the attached letter states, there are several schools within the general area; although the farmer may not have grown this particular crop before, it takes away all his opportunities to even consider growing this crop in an agricultural area.

Currently there is a total of 8 private schools, some in operation and some not. Alberta Education, Senior Manager of the Northern Branch has provided a list of the private schools that are currently listed with them. These are:

- Peace Mennonite School Society, La Crete
- Hilltop Congregation Church of God in Christ Mennonite, Fort Vermilion (may not be operating this year)
- Buffalo Head Mennonite School Society (3 campuses)
  - Rosenfeld School (may not be operating this year)
  - Ostland School (may not be operating this year)
  - New Neuanlage School (may not be operating this year)
- Wilson Prairie Mennonite School Society (2 campuses)
  - Blumenort
  - Wilson Prairie School (may not be operating this year)
  - Tompkins School (inactive for several years)

In the Bluehills area itself, there are two private schools and one public school (located on the same section as the proposed school), with the addition of this proposed school it will make a total of four schools within a five mile radius of each other. The attached drawing, "School Location map", shows where those schools are located, each with a one kilometer ring surrounding it (as required by the Industrial Hemp Regulations) which shows how much land would be affected.

An additional concern is traffic. Currently the proposed school is not located on a through road; therefore most traffic would have to access from either the west or the north off of Highway 697.

It was indicated at the Municipal Planning Commission meeting on September 11, 2014 that the school would extend range road 182 one mile south to connect with the existing road. This would then allow a more direct route from the south end of Bluehills eliminating some of the need to cross Highway 697. However the cost of and construction of a new road is an issue to be discussed.

**Author:** L. Lambert      **Reviewed by:** B. Peters      **CAO** JW

Bylaw 973-14 being a rezoning request was first presented to the MPC on August 28, 2014 where the decision was made to table it in order to allow the applicants and concerned individuals to be present.

Bylaw 973-14 was then presented to the MPC on September 11, 2014. Where the following motion was made:

**MPC-14-09-185** That Bylaw 97X-14 be presented to Council without a recommendation from the Municipal Planning Commission.

**CARRIED**

### **OPTIONS & BENEFITS:**

The proposed subdivision in itself is allowed and meets all the Land Use Bylaw regulations; however the intended use is not. It was not noted until after the letters were sent that schools are no longer allowed in the Agricultural District. Schools were removed from the district for the very reasons discussed above.

Eliminating the amount of traffic crossing Highway 697 is a positive objective. However adding another school in another location in the agricultural area, restricting land for farming is not good planning.

The Planning department does not have an issue with allowing the school additional space and eliminating the crossing of Highway 697, however, protection of Agricultural is the number one mandate as stated in the Municipal Development Plan's ten top principals in section 2.2.3. Number 3 specifies directing development to specific and appropriate locations.

1. *Agriculture is the most important land use in the rural area;*
2. *The history and culture of our unique Hamlets will be celebrated;*
3. *Development and growth shall be directed to specific locations;*
4. *Residents can find adequate, affordable accommodation;*
5. *Economic diversity shall be promoted;*
6. *The integrity of natural areas shall be protected;*
7. *Parks and recreation areas shall be provided;*
8. *The transportation system shall be safe and convenient;*
9. *Servicing shall be extended economically and efficiently; and*
10. *A unified regional vision shall be created.*

Section 3.1 of the MDP recognizes that:

*Better Agricultural Lands and agricultural operations are protected to ensure the County has a productive agricultural land base that will provide an abundance of food products and supports the families involved in the agri-business.*

Allowing another school in close vicinity of several existing schools increases the area of restricted farm land as well as radiating out the concentration of high traffic flow.

**Author:** L. Lambert      **Reviewed by:** B. Peters      **CAO** JW

In further review of the request, Administration also noted that the Buffalo Head Mennonite School's existing site is a large 11 acre lot, (attached Aerial #2) in which they only utilize a portion of the land and it appears that there is plenty of room for further expansion. In comparison, Bluehills Community School is only 12 acres in size excluding the sewage lagoon.

**Option 1**

That second reading be given to Bylaw 973-14, being a Land Use Bylaw amendment to rezone of Part of NW 01-104-18-W5M from Agricultural "A" to Public/Institutional District "P", subject to public hearing input.

**Option 2**

That second reading of Bylaw 973-14, being a Land Use Bylaw amendment to rezone of Part of NW 01-104-18-W5M from Agricultural "A" to Public/Institutional District "P" be REFUSED.

**COSTS & SOURCE OF FUNDING:**

All costs will be borne by the applicant

**SUSTAINABILITY PLAN:**

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

**COMMUNICATION:**

The bylaw amendment was advertised as per MGA requirements, including all adjacent landowners.

**RECOMMENDED ACTION:**

Motion 1

That second reading be given to Bylaw 973-14, being a Land Use Bylaw amendment to rezone Part of NW 01-104-18-W5M from Agricultural "A" to Public/Institutional District "P".

Motion 2

Author: L. Lambert Reviewed by: B. Peters CAO JW

That third reading be given to Bylaw 973-14, being a Land Use Bylaw amendment to rezone Part of NW 01-104-18-W5M from Agricultural "A" to Public/Institutional District "P".

**Author:** L. Lambert **Reviewed by:** B. Peters **CAO** JW

**BYLAW NO. 973-14**  
**BEING A BYLAW OF**  
**MACKENZIE COUNTY**  
**IN THE PROVINCE OF ALBERTA**

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

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

**WHEREAS**, Mackenzie County has adopted the Mackenzie County Land Use Bylaw in 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 accommodate a Private School.

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

1. That the land use designation of the subject parcel known as:

Part of NW 01-104-18-W5M

within Mackenzie County, be rezoned from Agricultural "A" to Public/Institutional District "P" as outlined in Schedule "A" hereto attached.

READ a first time this 24<sup>th</sup> day of September, 2014.

PUBLIC HEARING held this 29<sup>th</sup> day of October, 2014.

READ a second time this \_\_\_ day of \_\_\_\_\_, 2014.

READ a third time and finally passed this \_\_\_ day of \_\_\_\_\_, 2014.

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Bill Neufeld  
Reeve

---

Joulia Whittleton  
Chief Administrative Officer

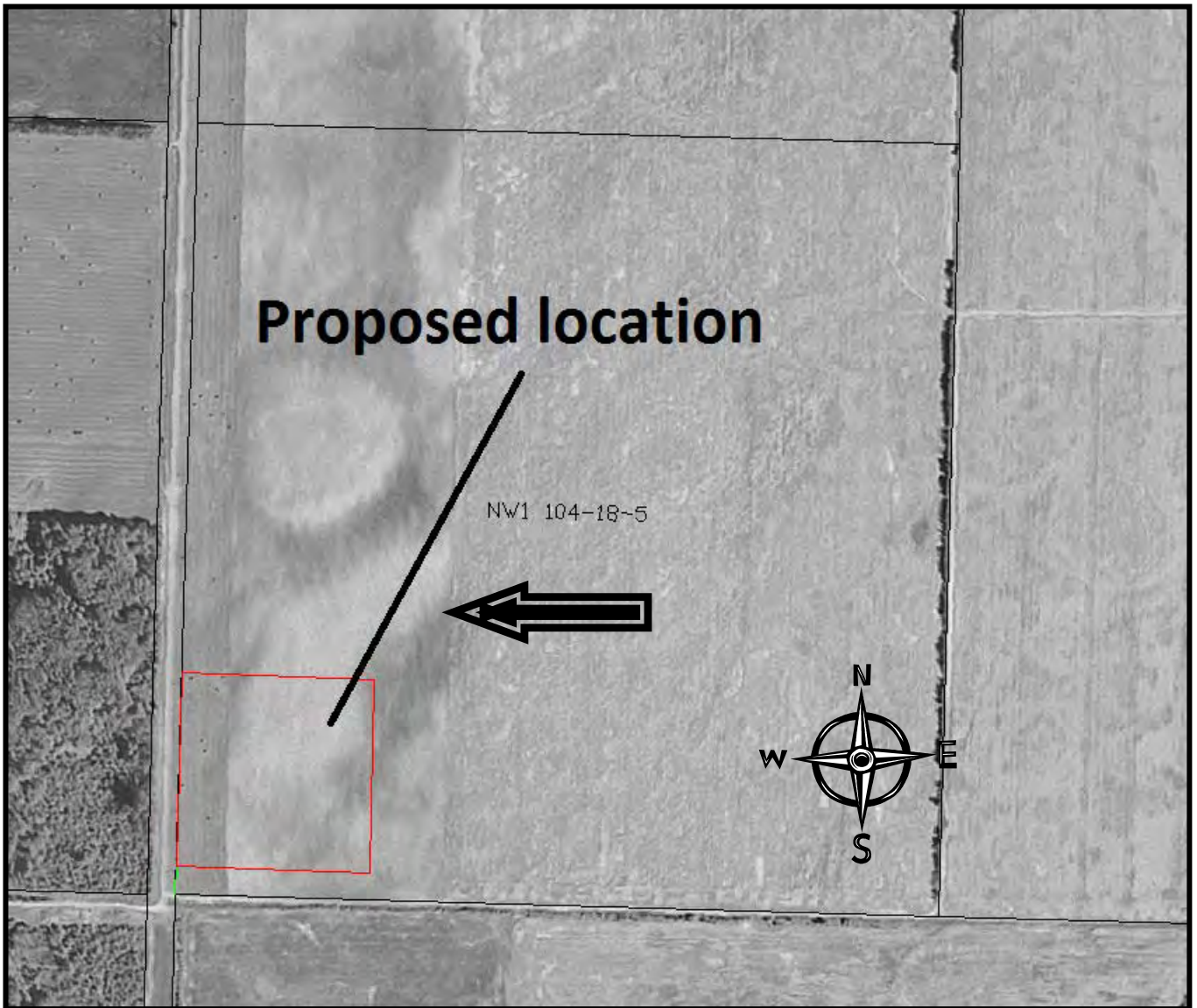


**BYLAW No. 973-14**

**SCHEDULE "A"**

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

Part of NW 01-104-18-W5M within Mackenzie County; be rezoned from Agricultural "A" to Public/Institutional District "P"



FROM: Agricultural "A"

TO: Public/Institutional District "P"

**Mackenzie County**

**PUBLIC HEARING FOR LAND USE BYLAW AMENDMENT**

**BYLAW 973-14**

**Order of Presentation**

\_\_\_\_\_ This Public Hearing will now come to order at \_\_\_\_\_.

\_\_\_\_\_ Was the Public Hearing properly advertised?

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

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

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

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

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

\_\_\_\_\_ This Hearing is now closed at \_\_\_\_\_.

**REMARKS/COMMENTS:**



# LAND USE BYLAW AMENDMENT APPLICATION

APPLICATION NO. \_\_\_\_\_

NAME OF APPLICANT <u>Buffalo Head Mennonite School</u>		
ADDRESS <u>Box 38</u>		
TOWN <u>Buffalo Head Prairie AB</u>		
POSTAL CODE <u>T0H 4A0</u>	PHONE (RES.) <u>(780) 928-3682</u>	BUS. Cell <u>(780) 841-3788</u>

COMPLETE IF DIFFERENT FROM APPLICANT

NAME OF REGISTER OWNER <u>DAVID and CORNELIA HARMS</u>		
ADDRESS <u>Box 215</u>		
TOWN <u>La Crete, AB</u>		
POSTAL CODE <u>T0H 2H0</u>	PHONE (RES.) <u>(780) 928-<del>2444</del> 2324</u>	BUS. <u>(780) 926-6120</u>

LEGAL DESCRIPTION OF THE LAND AFFECTED BY THE PROPOSED AMENDMENT

QTP #S <u>NW</u>	SEC. <u>1</u>	TWP. <u>104</u>	RANGE <u>18</u>	M. <u>5</u>	OR	PLAN	BLK	LOT
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LAND USE CLASSIFICATION AMENDMENT PROPOSED:

FROM: Agricultural TO: Public/Institutional

REASONS SUPPORTING PROPOSED AMENDMENT:

Buffalo Head Mennonite School wants to build another school, due to existing school in that area getting full.

I/WE HAVE ENCLOSED THE REQUIRED APPLICATION FEE OF \$100.00 RECEIPT NO. 179239  
David Peter APPLICANT August 25, 2014 DATE

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

[Signature] REGISTERED OWNER August 25, 2014 DATE

**From:** [Byron Peters](#)  
**To:** [Liane Lambert](#)  
**Subject:** FW: 40-sub-14  
**Date:** Monday, August 18, 2014 8:46:53 AM

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**From:** Dicky Driedger [mailto:dickyd@telusplanet.net]  
**Sent:** Friday, August 15, 2014 7:48 AM  
**To:** Byron Peters  
**Subject:** 40-sub-14

I appose this new subdivision for several reasons.

1. Interference with traffic and safety.

We already have three exits for schools off of 697 in 5 miles [R 17-2] [[R 17-5] and[R 18-0]and this new one would be [R 18-1] making it four in 6 miles.

as you are well aware 697 is the main highway into the region with an awful lot of bulk loads logs,fuel, grain, wood chips, heavy equipment etc.

all those vans and traffic turning off at all those intersections make it a real traffic hazard especially with fog and dust in the fall and ice and snow in the winter.

Anther concern is all the dust it creates on the gravel roads.

Another concern I have is safety and interference with farming.

I am already forbidden to grow Hemp the apparent new Cinderella crop promoted by the county for this region on section 31 103 because of its proximity to the Bleu Hills school.

If this new subdivision is approved and I want to do proper crop rotations I will not be able to grow hemp on section 11 104 either.

Then there always the issues of spraying and dust and noise and odour around schools that come with every day farming.

approving this subdivision would be like approving a school adjacent to Knelsons gravel yard on 94 ave and then restricting him on what he could do.

the solution is to build the schools on quarter sections that already have existing schools.

October 17, 2014

Mackenzie County Council

To whom it concerns,


Recently I received a notice of a land rezoning from Agricultural to Public Institutional, for the purpose of a Private School. I currently live adjacent to this proposed location and have some concerns as to how this will affect my quality of living. I live on the SE 2-104-18-W5M, right on the north east corner, placing my home approximately 600 yards from the proposed school property.

I operate a farm with animals, including horses and like most farms a dog or two. In the agricultural area, most farms do not tie up their dogs, as this defeat the purpose of owning them. I am concerned that with having a school so close to me that my dog will wander over enticed by the sound of so many children. I do not want to have to tie up my dog or any future dogs I may get. I also have future plans on digging a dugout in the northwest corner of my land which also places it extremely close to the school. I am concerned that this may entice kids close and place liabilities on me that I do not need.

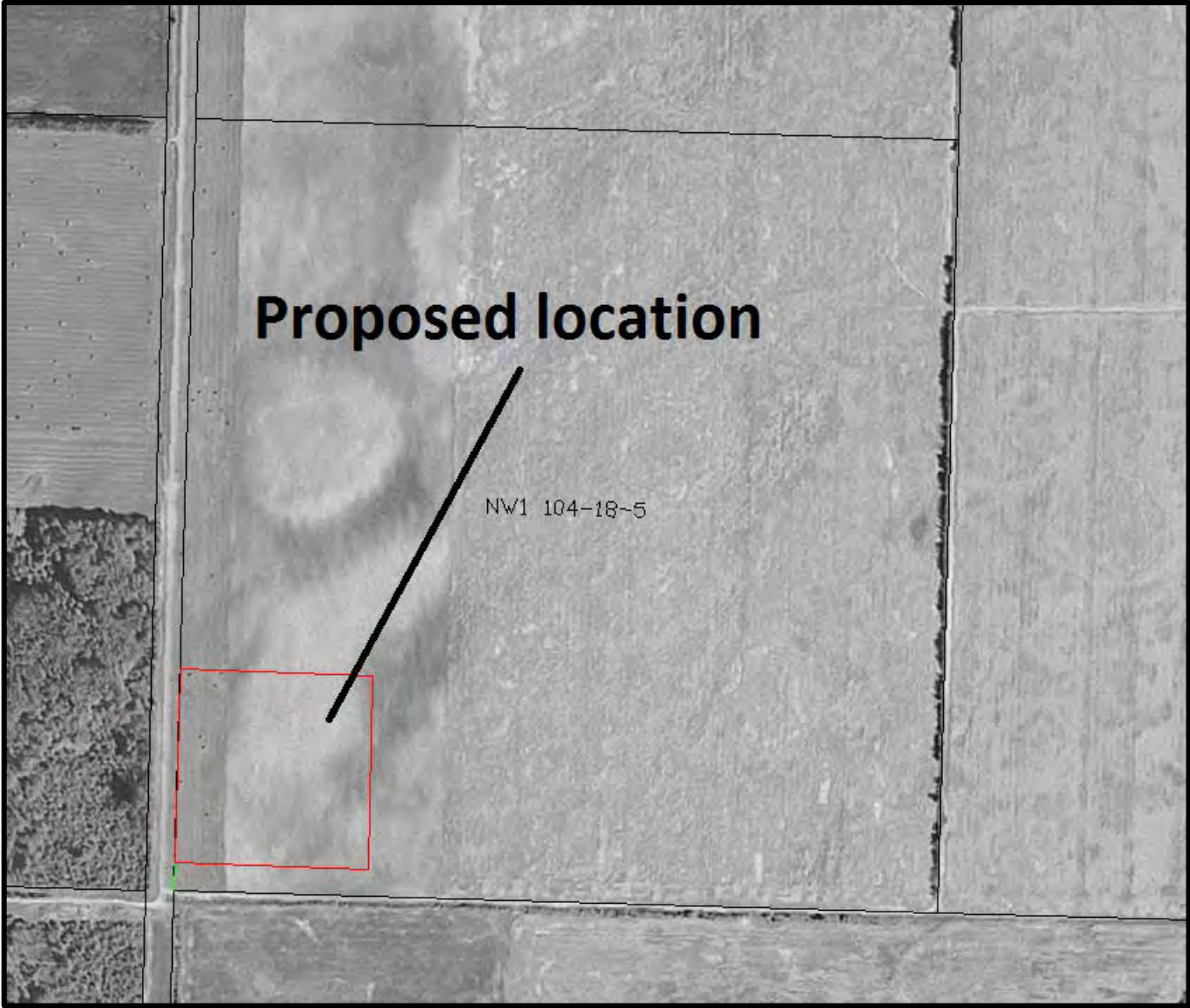
I would like it if the proposed school could be placed further away from my place such as towards the north end of the quarter. I feel that this would give me more space and distance.

I would greatly appreciate your consideration in my suggestion to move the proposed location further away from my location so as to not interfere with my farm and quality of life.

Yours Truly

  
\_\_\_\_\_  
George Krahn

# BYLAW AMENDMENT APPLICATION



**NOT TO SCALE**

File No. Bylaw 973-14

Disclaimer

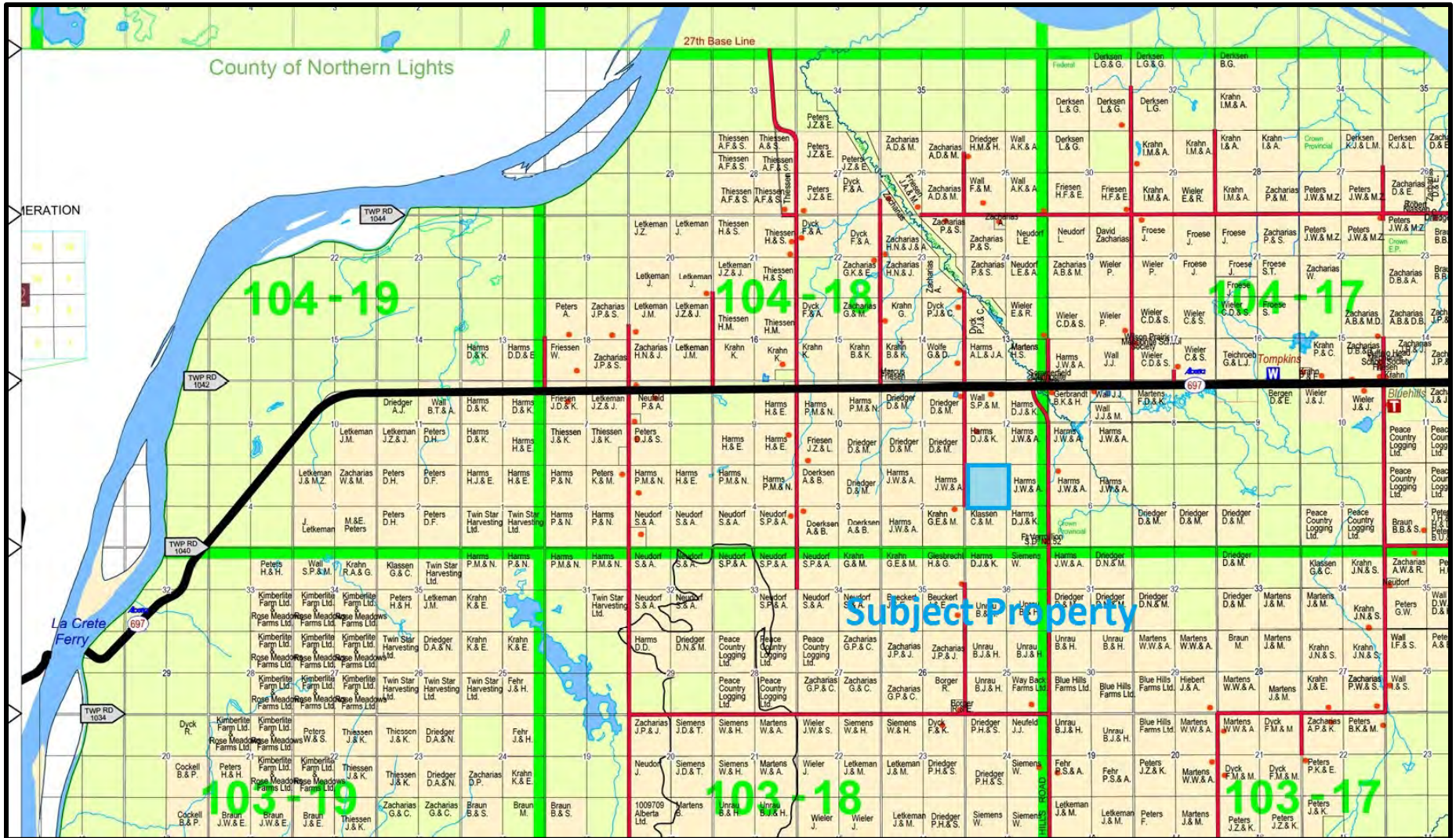
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**Mackenzie County**

# BYLAW AMENDMENT APPLICATION



File No. Bylaw 973-14

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**NOT TO SCALE**



**Mackenzie County**



# Buffalo Head Mennonite School



File No. Bylaw 973-14

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**NOT TO SCALE**



**Mackenzie County**

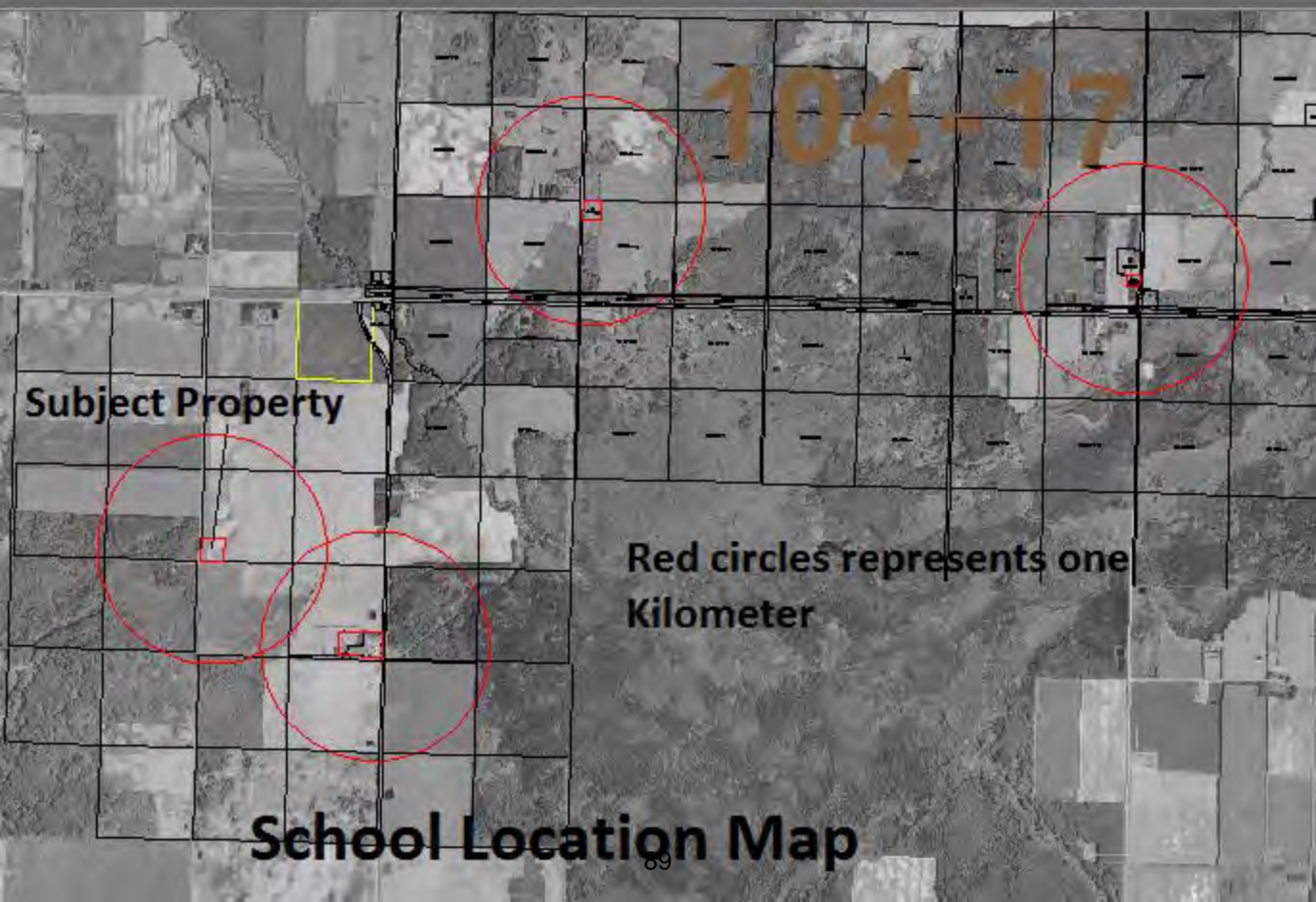


104-17

Subject Property

Red circles represents one  
Kilometer

School Location Map







## MACKENZIE COUNTY REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>October 29, 2014</b>
<b>Presented By:</b>	<b>Ron Pelensky, Director of Community Services &amp; Operations</b>
<b>Title:</b>	<b>Support Mackenzie Regional Waste Management Commission Obtaining a Second Landfill</b>

### **BACKGROUND / PROPOSAL:**

Mackenzie County has been working towards purchasing land for a landfill north of the Highway 88 Connector.

During the October 18, 2014 Mackenzie Regional Waste Management Commission meeting, discussion took place that if there was a second landfill it should be owned and operated by the Commission as there are many benefits for one organization to oversee the landfill's in the area.

Benefits would include things like:

- familiar with the steps in starting a landfill
- familiar with steps in obtain the environmental approval for a landfill
- staff experience on operating landfills according to Alberta Environment approval
- easier to coordinate items between them (ie. tipping costs)
- opportunities to share staff and equipment between landfills.

Attached is a letter from The Town of Rainbow Lake supporting the Mackenzie Regional Management Commission acquiring and establishing a second landfill site via Mackenzie County's land acquisition application to AB ESRD (PLS13003).

### **OPTIONS & BENEFITS:**

#### **Option 1:**

That Mackenzie County authorize Mackenzie Regional Waste Management Commission to proceed with investigating if the proposed County's land on ESRD application PLS13003 is acceptable and feasible for a landfill.

**Author:** Ron Pelensky      **Reviewed by:** \_\_\_\_\_ **CAO** JW

And That

The Mackenzie Regional Waste Management Commission be authorized to purchase the proposed County's land on ESRD application PLS13003 for the purpose of constructing and operating a landfill.

**Benefit**

Having one organization overseeing two landfills should offer opportunities to share services, staff and equipment. It would also keep items coordinated between them and provide consistency in service levels offered to the public.

**Option 2:**

That council accepts this report for information.

**COSTS & SOURCE OF FUNDING:**

Mackenzie Regional Waste Management Commission has indicated their willingness to cover the cost of the investigation/feasibility of the second landfill.

Based on our preliminary discussions, the Commission is willing to acquire the lands from the County at cost subject to the land's suitability and feasibility of the second landfill being developed at the identified location.

**SUSTAINABILITY PLAN:**

N/A

**COMMUNICATION:**

N/A

**RECOMMENDED ACTION:**

That Mackenzie County commits to selling the proposed landfill lands (ESRD application PLS13003) upon acquisition for costs to the Mackenzie Regional Waste Commission due to their commitment to incur the land testing costs, and subject to suitability and feasibility of the second landfill being developed at the identified location.

**Author:** Ron Pelensky **Reviewed by:** \_\_\_\_\_ **CAO** JW



Box 149  
65 Imperial Drive  
Rainbow Lake, AB  
T0H 2Y0  
Ph: 780-956-3934  
Fx: 780-956-3570

October 20, 2014

Joulia Whittleton  
Chief Administrative Officer  
Mackenzie County  
P.O. Box 640  
Fort Vermilion, AB, T0H 1N0

Dear Joulia:

**RE: TOWN OF RAINBOW LAKE SUPPORT FOR SECOND LANDFILL**

On October 6<sup>th</sup>, 2014 Council for the Town of Rainbow Lake passed a motion in support of the acquisition and establishment of a second landfill site within Mackenzie County. Please find below the aforementioned motion.

*That Council directs Administration to support a regional approach, by working with Mackenzie Regional Waste Management Commission, for acquiring and establishing a second landfill site via Mackenzie County's land acquisition application to AB ESRD (PLS13003).*

If you have any questions or concerns please feel free to me at [dfletcher@rainbowlake.ca](mailto:dfletcher@rainbowlake.ca) or 1-780-956-3934.

Thank You for your time,

Sincerely,

A handwritten signature in black ink, appearing to be "Dan Fletcher", written over a horizontal line.

Dan Fletcher  
CAO  
Town of Rainbow Lake

Cc: Bruce Underhay, Manager, Mackenzie Regional Waste Management Commission  
Tom Derreck, CAO, Town of High Level





## MACKENZIE COUNTY REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>October 29, 2014</b>
<b>Presented By:</b>	<b>Ron Pelensky, Director of Community Services &amp; Operations</b>
<b>Title:</b>	<b>Waste Hauling Contract Extension</b>

**BACKGROUND / PROPOSAL:**

Mackenzie County entered into a 3-year contract with L&P Disposals to haul waste from the County’s transfer stations. The contract is due to expire December 31, 2014. The contract has an extension clause that it could be renewed for two one-year periods at the discretion of Mackenzie County. Attached is a letter of interest to renew for a one year term from L & P Disposal.

Attached is a letter from The Town of Rainbow Lake expressing interest in being part of our waste hauling contract. In preliminary discussions with L & P Disposals they are acceptable to including the Town of Rainbow Lake in the County’s Contract.

**OPTIONS & BENEFITS:**

**Option 1:**

That administration be authorized to negotiate a one year contract extension with L & P Disposal for the hauling of the transfer station waste and that it include an option for hauling The Town of Rainbow Lake transfer station waste.

**Option 2:**

That administration be authorized to negotiate a one year contract extension with L & P Disposal for the hauling of the transfer station waste.

**Option 3:**

That administration tender out a 3 year transfer station hauling contract that includes an option for hauling waste from the Town of Rainbow Lake.

**Author:** Elizabeth Nyakahuma    **Reviewed by:** RP    **CAO** JW

**COSTS & SOURCE OF FUNDING:**

The extension of the transfer station hauling contract will not increase the operation budget. All hauling costs associated with The Town of Rainbow Lake waste will be invoiced to them therefore the only additional costs are some minor administration costs. If we choose to retender the contract it may increase or decrease costs to the operation budget.

**SUSTAINABILITY PLAN:**

N/A

**COMMUNICATION:**

L&P Disposal and The Town of Rainbow Lake will be informed of Council's decision.

**RECOMMENDED ACTION:**

That administration be authorized to negotiate a one year contract extension with L & P Disposal for the hauling of the transfer station waste and that it include an option for hauling the Town of Rainbow Lake transfer station waste, subject to the Town of Rainbow Lake paying their portion of the transfer station hauling costs.

Author: Elizabeth Nyakahuma Reviewed by: RP CAO JW



L & P Disposals  
Box 179  
High Level, Alberta  
T0H 1Z0

Ph: 1-780-926-3838  
Fax: 1-780-926-3688  
planet.recycle@telus.net  
11200-93<sup>rd</sup> st.

Mackenzie County  
Fort Vermilion, AB

October 6<sup>th</sup> 2014

Attention: Joulia Whittleton, Ron Pelensky  
All whom it may concern in the Mackenzie County,

In regards to our current contract for the hauling of the Mackenzie County transfer station waste, we L&P Disposals are requesting a contract extension of 1 year. As outlined in our current contract (general conditions) Page 18, Item 5.15 as well as in (supplemental conditions) Page 17, Item 6.18. We make this request for a 1 year extension of the same terms, covenants and conditions as contained in the current contract.

Thank you for your time and consideration of this matter.

Sincerely,



Larry, Pat & Cynthia Bateman



Box 149  
65 Imperial Drive  
Rainbow Lake, AB  
T0H 2Y0  
Ph: 780-956-3934  
Fx: 780-956-3570

October 23, 2014

Joulia Whittleton  
Chief Administrative Officer  
Mackenzie County  
P.O. Box 640  
Fort Vermilion, AB, T0H 1N0

Email to: [jwhittleton@mackenziecounty.com](mailto:jwhittleton@mackenziecounty.com)

Dear Joulia,

**RE: JOINT WASTE HAULING CONTRACT – TOWN OF RAINBOW LAKE/MACKENZIE COUNTY**

On October 20<sup>th</sup>, 2014 Council for the Town of Rainbow Lake passed the below Motion:

*“That Council authorizes the CAO to negotiate and enter into a Joint Waste Hauling Contract in cooperation with Mackenzie County.”*

Preliminary discussions between Joulia Whittleton (Mackenzie County), Ron Pelensky (Mackenzie County) and Dan Fletcher (Town of Rainbow Lake) have shown that moving forward with negotiation and the inclusion of the Town of Rainbow Lake either via new tender or as an extension to Mackenzie County’s existing contract will be beneficial to the Town.

We are excited to enter into these discussions with Mackenzie County and look forward to another successful joint venture between our two municipalities.

If you have any questions or concerns please feel free to contact me via email at [dfletcher@rainbowlake.ca](mailto:dfletcher@rainbowlake.ca) or by phone at 1-780-956-3934.

Thank You for your time,

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Fletcher", with a stylized flourish at the end.

Dan Fletcher  
CAO  
Town of Rainbow Lake

Cc (via email): Ron Pelensky, Mackenzie County



## MACKENZIE COUNTY REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>October 29, 2014</b>
<b>Presented By:</b>	<b>John Klassen, Director of Environmental Services &amp; Operations</b>
<b>Title:</b>	<b>Second Access Request – SW-17-106-12-W5M</b>

**BACKGROUND / PROPOSAL:**

Administration received an application for a second access to a parcel of land, and as per Policy PW039, it must be approved by Council. Item 7 of the policy reads as follows...

*Mackenzie County will approve only one access per titled property (rural or urban). Any and all subsequent accesses will be at the discretion of Council. Where deemed applicable and beneficial, a shared access to agricultural lands will be mandated.*

The parcel had been previously accessible by an extended apron off of Highway 88 Connector. Recently a new road has been constructed past the quarter line and the landowner wishes to access the south portion of his land from this new road.

**OPTIONS & BENEFITS:**

Option 1: To approve the second access application as requested.

Option 2: To deny the second access.

Option 3: To approve construction of a new access with the condition the existing access be removed.

**COSTS & SOURCE OF FUNDING:**

N/A

**Author:** S Wheeler      **Reviewed by:** John Klassen      **CAO** \_\_\_\_\_

**SUSTAINABILITY PLAN:**

N/A

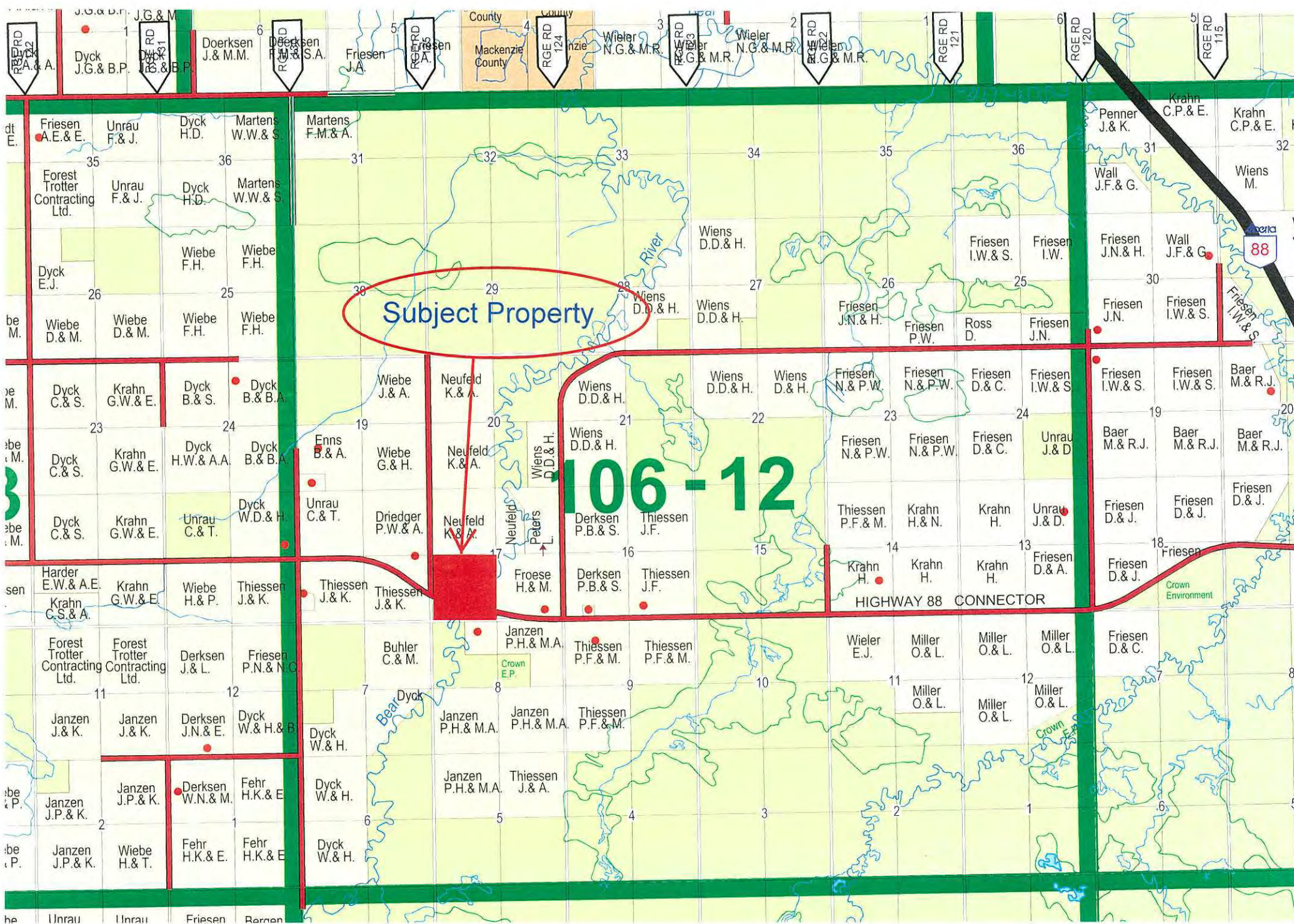
**COMMUNICATION:**

Administration will write a letter to the applicant stating Council decision.

**RECOMMENDED ACTION:**

That the second access for SW-17-106-12-W5M be \_\_\_\_\_.

**Author:** S Wheeler **Reviewed by:** John Klassen **CAO** \_\_\_\_\_





BEAR RIVER

SW17 106-12-5

Access 1 (existing)

862 2408

Access 2 (Council discretion)

SW17 106-12-5

SE17 106-12-5



## MACKENZIE COUNTY REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>October 29, 2014</b>
<b>Presented By:</b>	<b>Byron Peters, Director of Planning &amp; Development</b>
<b>Title:</b>	<b>Zama Crown Land Procurement – PLS 080023</b>

**BACKGROUND / PROPOSAL:**

In 2008 Mackenzie County started the process of obtaining 2560 (4 sections) of Crown land. The application was submitted under “Residential and Recreational” usage.

ESRD – Alberta Approvals have recently contacted administration requesting Mackenzie County’s position and if we would be moving forward with the purchase or cancelling the application.

**OPTIONS & BENEFITS:**

Option 1

Move forward with the application. This may involve First Nation Consultations depending on the described land usage. This would expand the Hamlet giving room for future development.

Option 2

Cancel the application. No cost at this time.

Option 3

Apply for a smaller amount of property. This would expand the Hamlet giving room for future development at a reduced cost.

**Author:** D. Roberts      **Reviewed by:** Byron Peters      **CAO** JW

**COSTS & SOURCE OF FUNDING:**

Option 1

If the land was determined to be used for Public Works (lagoon, landfill, transfer station, etc.) then the cost of the land is preset as stated in the attached information letter. For all other usage of Crown lands including “Residential and Recreational”, the properties would have to be assessed and the price would be set at a “Fair Market Value”

Option 2

\$0

Option 3

Fair Market Value

**SUSTAINABILITY PLAN:**

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

**COMMUNICATION:**

Action list  
Council Meeting updates.

**RECOMMENDED ACTION:**

For discussion.

Author: \_\_\_\_\_ Reviewed by: Byron Peters CAO JW





**Sale of Public Land to Municipalities for Works (as specified)**

**Lands Division  
Land Dispositions Branch**

**Information Letter IL 2011-01**

**Purpose**

To define the land values that Sustainable Resource Development will use for the sale of public land to Municipalities, Cities, Towns and Villages, that are required for specific public work purposes.

**Background**

Previously Sustainable Resource Development offered land for sale to municipalities, cities, towns, and villages for public works at nominal sum value.

**Procedure**

When a municipality applies to purchase public land for a waste treatment site, sewage lagoon, landfill, waste transfer station or cemetery, and Sustainable Resource Development determines that the public land is suitable for sale, it will be sold for a price based on an average agricultural land value related to the land location zone:

Upper Hay	\$225 per acre
Northwest	\$750 per acre
Northeast	\$750 per acre
Eastern Slopes	\$1,500 per acre
Prairies	\$1,500 per acre

Lands sold for these purposes will have a restrictive caveat registered on title, limiting the use to those purposes.

The applicant is responsible for the following:

- 1) Providing a plan suitable for registration at Land Titles Office. The applicant is also responsible for all costs associated with the plan and land titles fees.
- 2) Obtaining consent from any disposition holder on the land to withdraw or cancel any existing commitment or address any other interests as identified, prior to sale.

The use of average values will reduce the requirement for individual appraisals on every application of this nature. It will also give the municipalities certainty for planning purposes.

The average values will remain in effect for a period of five years and will be reviewed at five year intervals to determine if any updates are required based on current land values of the day. This review will also consider any feedback received on sale transactions that occurred during the five years.

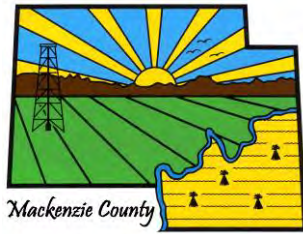
If the municipality intends to use the land for any other type of development, the public land value will be determined by current appraised market value.

**Contacts**

Departmental staff can be contacted at:

Lands Division  
 Land Dispositions Branch  
 5th Floor, 9915 - 108 Street  
 Edmonton, Alberta T5K 2G8  
 Toll-Free Rite Line: 310-0000  
 Phone: 780-427-3570  
 Fax: 780-427-1029





## MACKENZIE COUNTY REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>October 29, 2014</b>
<b>Presented By:</b>	<b>Byron Peters, Director of Planning &amp; Development</b>
<b>Title:</b>	<b>La Crete Airport – Lot Size Concern</b>

**BACKGROUND / PROPOSAL:**

Mackenzie County has received a written concern on the rate of fee increases and increased lot sizes at the La Crete Airport due to the renewal of an airport lease agreement. The lease holder’s argument is not so much with the rate increase as it is with the increase of the lot size.

May 23, 2012, Council Approved an amended La Crete airport lot plan in which the Planning and Development Department had worked with stakeholders to develop for the La Crete airport which would accommodate the current users while providing room for growth.

Several meetings were held with the stakeholders and the majority of them had agreed upon the amended plan which increased the lots on the east side by 5 meters.

Recently one of the lease lots has come up for renewal; this lot had originally been leased in 2004, prior to the revamping of Mackenzie County’s local airport policies (creation of the Airport Land Use District and creation of the AVPAs for the High Level, Fort Vermilion, La Crete, and Zama air facilities). The lease agreement was based upon the original old airport lot plan which was a draft drawing on paper only. No pins at that time were ever placed locating the individual lots. It was a condition of the agreement that the developer must contact a surveyor to locate that actual lot location.

**Grant of Lease**

The landlord hereby leases to the tenant a portion of the lands, consisting of an area being a total of 550 square metres more or less, as outlined in red on Schedule “A” attached hereto and made a part of this lease (herein called “the leased premises”). **The Tenant is**

**Author:** L. Lambert      **Reviewed by:** B Peters      **CAO** JW

**responsible to have the subject property surveyed to determine the location prior to commencement of Approved Development.**

A new lease agreement for renewal was drafted, in the lease agreement the new airport fees were added as well as the new lot size as approved by Council. This increased the lease holder's lot from the originally 550 m<sup>2</sup> to 875 m<sup>2</sup>, an increase of 325 m<sup>2</sup>.

Operational fees change from time to time as improvements are made, cost of inflation and land values increase. Therefore with the lease agreements there is a clause that enables the County to increase this rate as needed.

29. **Renewal**

This lease may be renewed by the tenant for a maximum of Two (2) further terms of Five (5) years each by giving 60 days notice in writing to the landlord, prior to the expiration of the lease for the first renewal and, thereafter, Sixty (60) days prior to the expiration of the successive renewal.

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

Three years of planning and consultation with lease holders was conducted in finalizing an efficient and effective airport plan design. Since the approval of the new plan, the Planning Department has not received any other issues or concerns regarding this new layout design.

**OPTIONS & BENEFITS:**

**Option 1**

To accept for information.

**Option 2**

That the lease agreement for Reynold Janzen be renewed with the current airport fee and maintain the original lot size of 550 square meters.

**COSTS & SOURCE OF FUNDING:**

All costs will be borne by the applicant

**SUSTAINABILITY PLAN:**

For discussion.

Author: L. Lambert Reviewed by: B Peters CAO JW

**COMMUNICATION:**

As required.

**RECOMMENDED ACTION:**

For discussion

**Author:** L. Lambert      **Reviewed by:** B Peters      **CAO** JW

**From:** [Peter F. Braun](#)  
**To:** [Joulia Whittleton](#)  
**Subject:** Fwd: Airport Lease  
**Date:** Friday, October 17, 2014 9:25:26 PM

---

Hi Joulia,  
Reynold has asked me to take this to council. Would you add it to next meeting with the explanation below. Thanks

Sent from my iPad Peter F Braun

Begin forwarded message:

**From:** Reynold Janzen <[rsj1@telus.net](mailto:rsj1@telus.net)>  
**Date:** September 29, 2014 at 8:20:49 AM MDT  
**To:** "Peter F. Braun" <[peter@mackenziecounty.com](mailto:peter@mackenziecounty.com)>  
**Subject:** Airport Lease

Hi Peter;

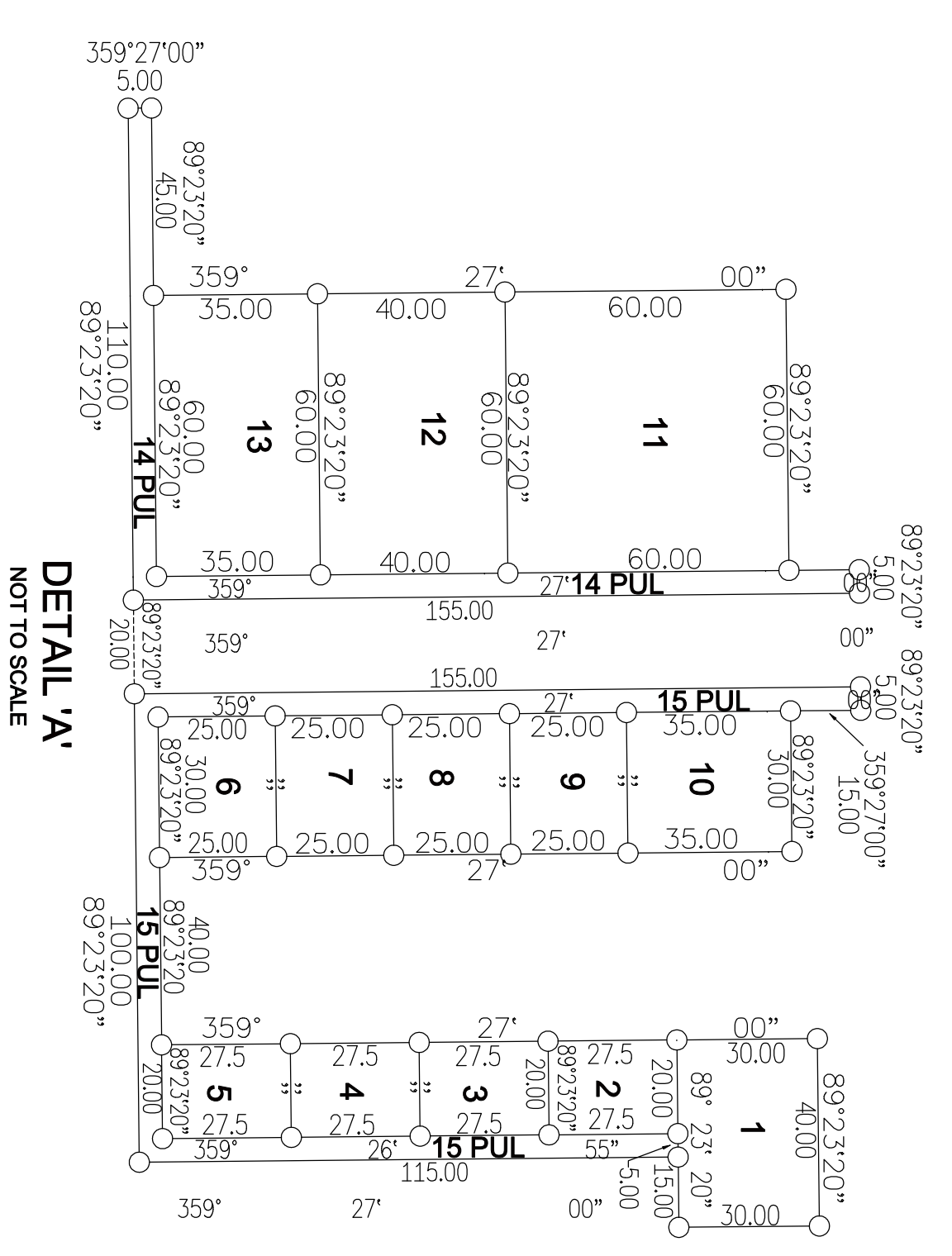
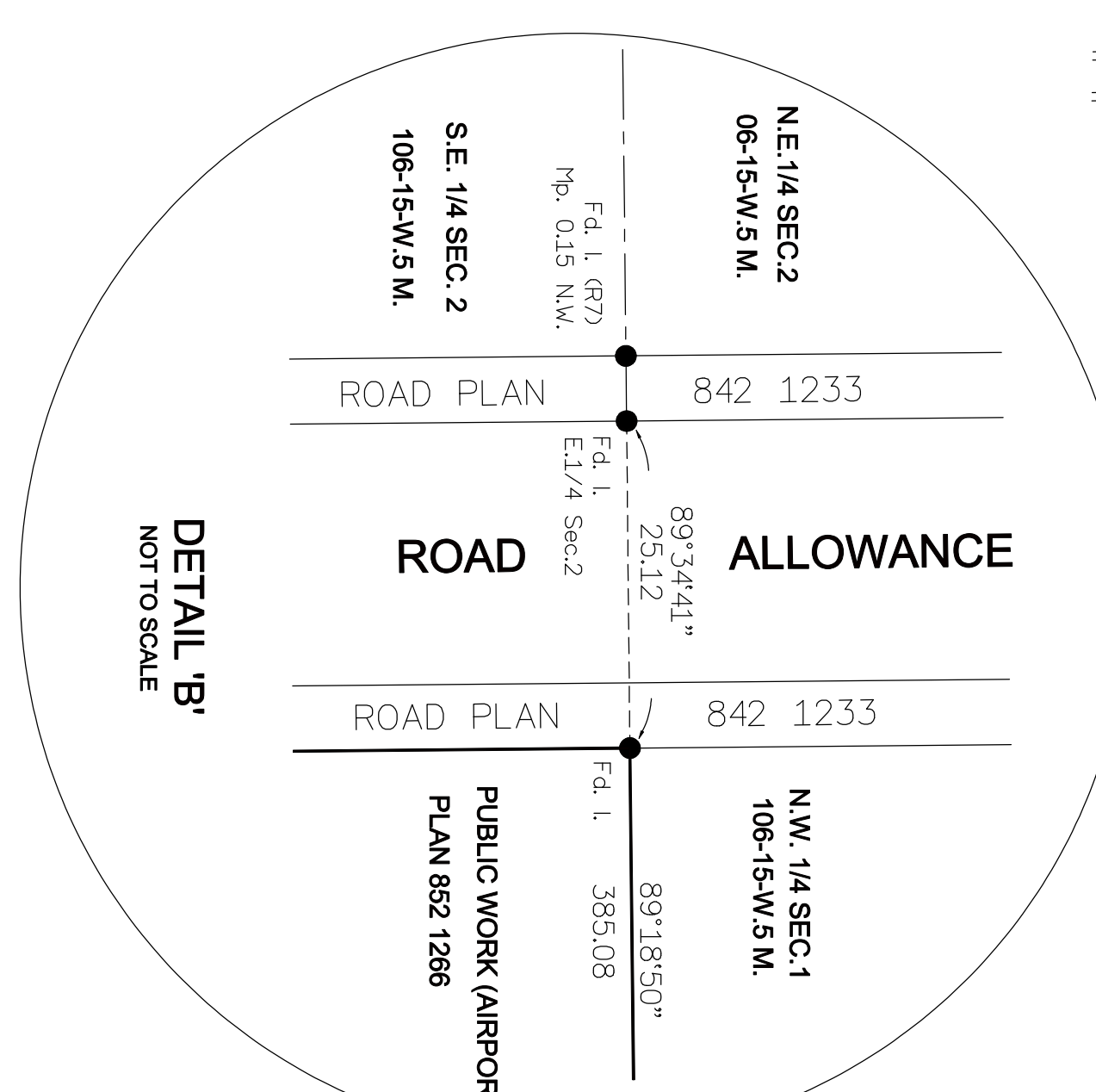
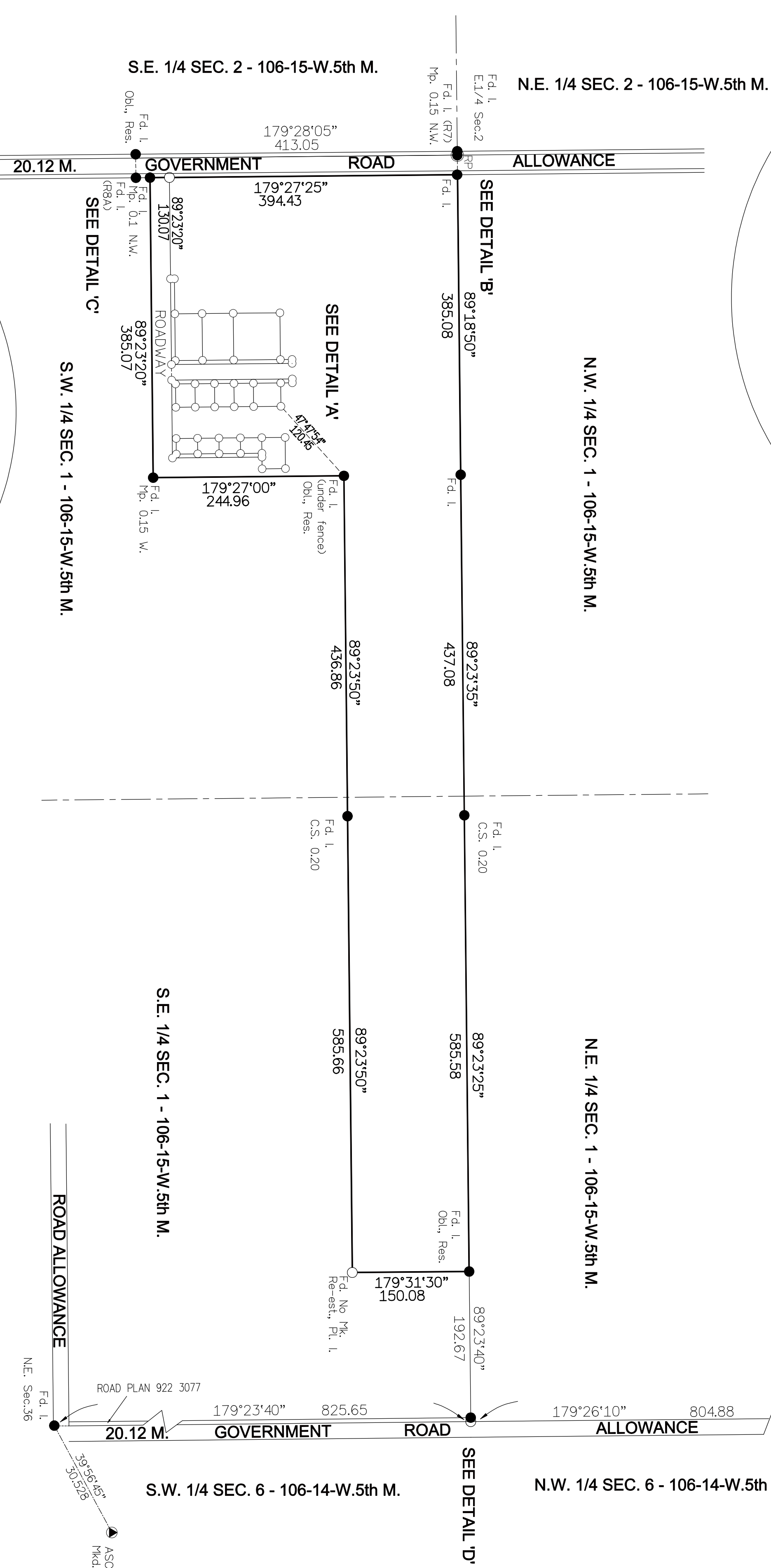
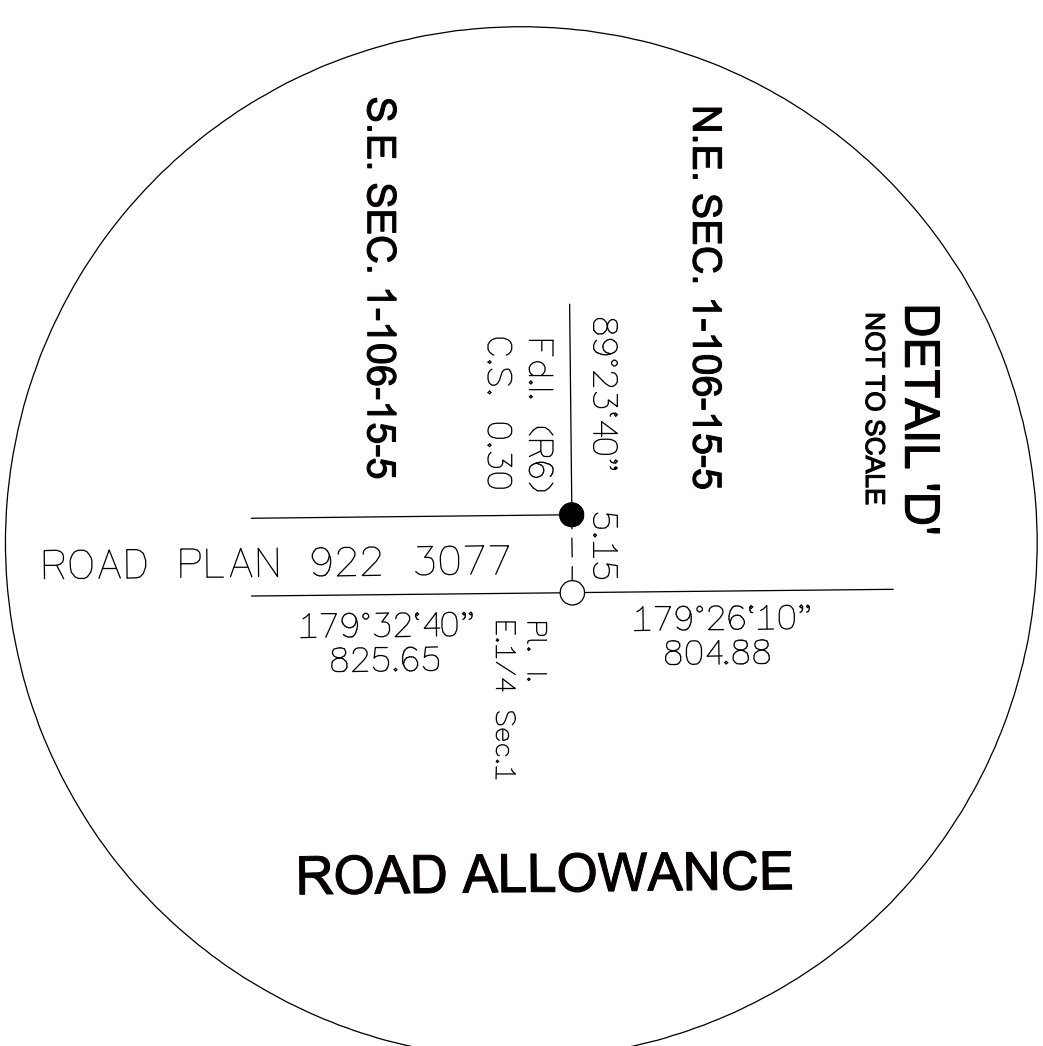
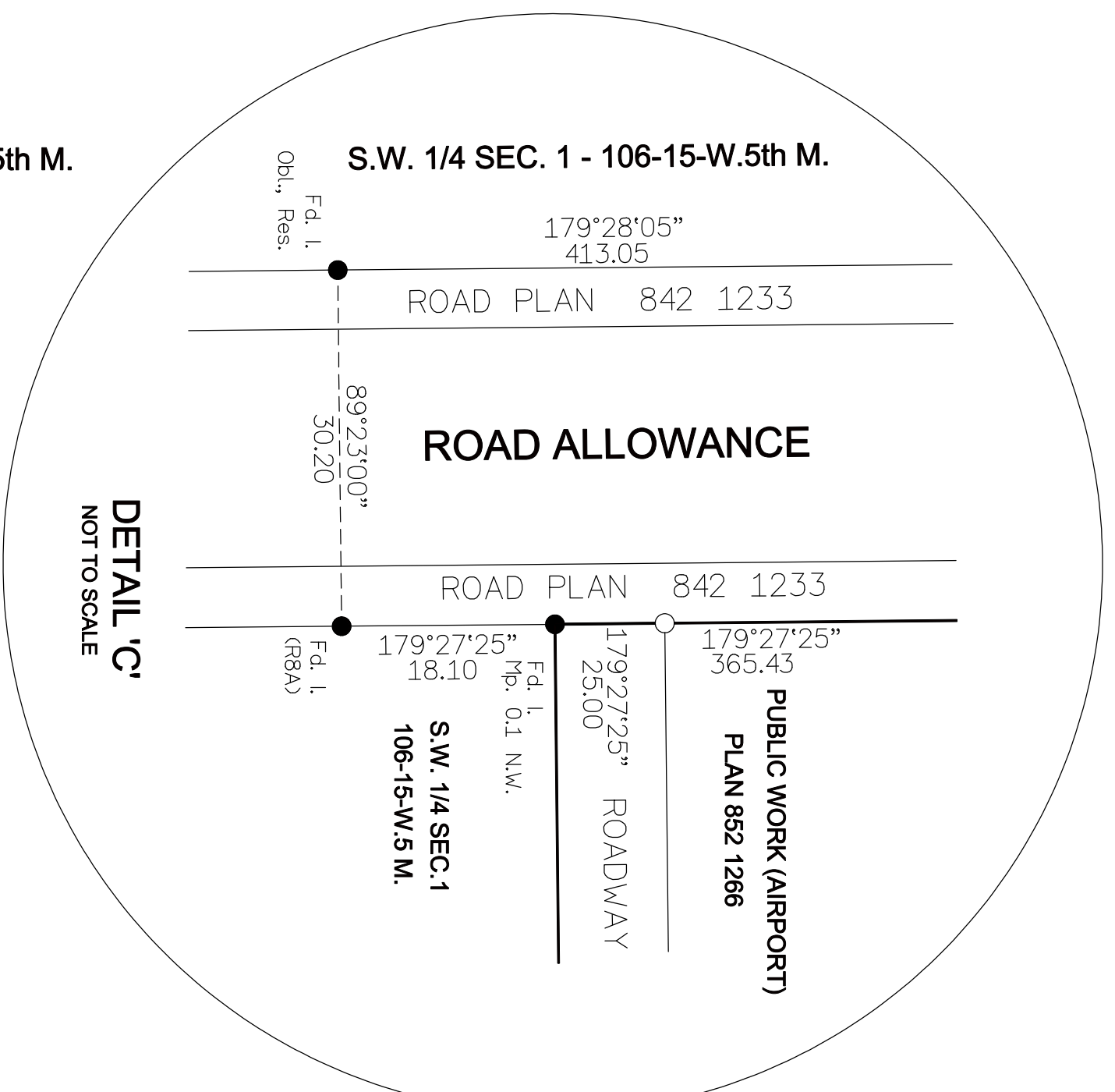
If you remember our conversation of last week regarding the above; I spoke to Leanne in the office again and was basically stonewalled immediately in trying to renegotiate my lease contract for the lot where my hanger is on. Some history for you to consider: I signed a lease agreement 10 years ago on a hanger lot that had a total square meters of 550 for the annual rate of \$275.00. The lease has the option to renew for two additional 5 year terms. When I finally got a copy of the lease the size of the lot has been increased to 875 square meters with an annual rate of \$1087.50; a 395% increase and I'm taking exception to that. I do understand that the value of land for the most part increases over time and I also recognize that the services that are provided have also improve (paved runway and apron) and also the fact that the original lease did have a clause in it that stated that the annual rental fee could change upon renewal. There is nothing in the lease agreement that states that the size of

the lot might also change. When I spoke to Leanne, she said that I didn't have a choice in the matter as the increase in size of the lots had been agreed upon... I disagree as I was opposed to the increase in size as there was no additional benefit for mine to be increased. I also find that the rate per square meter increase is 260% from 10 years ago somewhat excessive as well.

I leave this in your capable hands and please advise if there is any more information that I can provide for you.

Thanks a million

Reynold Janzen



**SURVEYOR:**  
WARREN BARLOW, A.L.S.

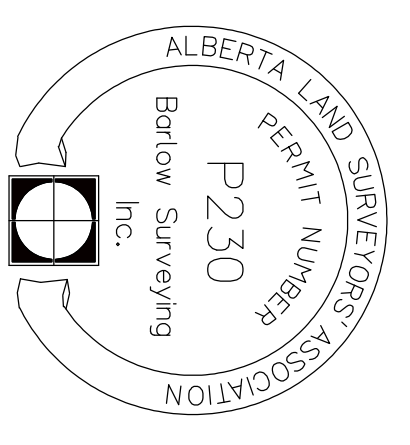
**LAND TITLES**

PLAN No. : \_\_\_\_\_

ENTERED AND REGISTERED ON \_\_\_\_\_

INSTRUMENT No. : \_\_\_\_\_

A.D. REGISTRAR \_\_\_\_\_



**PLAN OF SURVEY SHOWING SUBDIVISION OF PUBLIC WORK (AIRPORT LOT) PLAN 852 1266 S. 1/2 SEC. 1, TWP. 106, RGE. 15, W. 5th M.**

**MACKENZIE COUNTY**

**ALBERTA**

2010

SCALE 1:5000

**REGISTERED OWNERS :**

MACKENZIE COUNTY

**SUBDIVISION AUTHORITY**

MACKENZIE COUNTY

FILE No. : \_\_\_\_\_

**LEGEND :**

- Distances are ground horizontal, are in metres and decimals thereof, and are between survey monuments unless shown otherwise.
- Lands dealt with on this plan are bounded thus: \_\_\_\_\_ containing an area of: 30.55 ha.
- A.S.C.M. Found shown thus: ●
- Alberta Statutory Iron Post Found shown thus: ○
- Alberta Statutory Iron Post Placed are marked with permit number P230 and are shown thus: ○
- Reference Point shown thus: ●
- Bearings are grid UTM NAD83(Original) and derived from published ATS v4.1 coordinates between E.1/4 Sec.2-106-15-5 and NE Sec.35-105-15-5.

**ABBREVIATIONS :**

- A.S.C.M. indicates Alberta Survey Control Monument.
- C.S. indicates Countersunk.
- F.d. l. indicates Found Iron Post.
- F.d. No Pk. indicates Found No York.
- H. indicates hectare.
- M. indicates Meridian.
- Mkd. indicates Marked.
- Mp. indicates Marker Post.
- N., E., S., & W. indicates North, East, South & West.
- Ob. indicates Obliterated.
- Pl. l. indicates placed Statutory Iron Survey Post.
- P.U. indicates Public Utility Lot.
- Rge. indicates Range.
- Res. indicates Restored.
- RP indicates Reference Point.
- Sec. indicates Section.
- Twp. indicates Township.

**BARLOW SURVEYING**

Ph. (780) 928-4890  
Fax (780) 928-4891

Suite 304, 10013-101 Ave., Box 190, La Crete, AB, T0H 2H0

**DRAWN : MG**

**CHECKED : WSB**

NOV. 15, 2010

JOB No. 129-101

DWG No. 129-101S





## LEASE

This lease made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BETWEEN:

THE MUNICIPAL DISTRICT OF MACKENZIE NO. 23  
(hereinafter called "the landlord")

- and -

REYNOLD JANZEN.  
(hereinafter called the "tenant")

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

MERIDIAN 5 RANGE 15 TOWNSHIP 106  
SECTION 01 SOUTH WEST QUARTER  
EXCEPTING THEREOUT ALL MINES AND MINERALS

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

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

1. **Grant of Lease**

The landlord hereby leases to the tenant a portion of the lands, consisting of an area being a total of 550 square metres more or less, as outlined in red on Schedule "A" attached hereto and made a part of this lease (herein called "the leased premises"). **The Tenant is responsible to have the subject property surveyed to determine the location prior to commencement of Approved Development.**

2. **Term of Rental**

The term of this lease is a period of Ten (10) years commencing \_\_\_\_\_, 20\_\_ (lease commencement date) to \_\_\_\_\_, 20\_\_.

Notwithstanding the date above, the term shall commence on the lease commencement date.

3. **Payment of Rent**

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

- a) For land rent the sum of **two hundred seventy five (275.00)** Dollars, per annum, payable in advance on or before January 1<sup>st</sup> of each and every year of the term.

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

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

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

4. **Use of Premises**

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

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

5. **Repair and Maintenance**

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

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

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

6. **Utilities**

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

7. **Signs**

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

lettering or advertising matter be objectionable to the landlord, it shall be removed forthwith by the tenant upon request by the landlord.

8. **Antennae**

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

9. **Improvements**

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

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

10. **Repair**

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

11. **Inspections and Notice to Repair**

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

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

12. **Tenant's Property**

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

13. **Taxes**

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

14. **Inflammable or Dangerous Substances**

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

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

- (iii) it shall immediately notify the landlord, Alberta Environment or Environment Canada of any improper storage or release of Hazardous Substances,
  - (iv) at the request of the landlord, provide evidence of compliance with all applicable laws and regulations, such evidence to include inspection reports and such tests as the landlord may reasonably require, all at the expense of the tenant,
  - (v) it shall promptly perform and work, or cease any activity to remedy and repair any adverse condition created by improper storage or release of Hazardous Substances, so as to achieve conformity and compliance with all laws, by-laws, regulations and codes, and
  - (vi) it shall promptly cease any activity which causes or results in any Hazardous Substances being released in or onto the leased premises or any adjacent property.
- (d) without restricting the generality of the foregoing, in the event that gasoline, aviation fuel or other storage tanks form a part of the leased premises or are placed in or upon the leased premises, the tenant shall:
- (i) maintain and repair such storage tanks in a compliance with the applicable fire code and Alberta Environmental Protection standards, and
  - (ii) at the request of the landlord, assign any warranties or guarantees received from the manufacturer or installer or such storage tanks in favour of the landlord as additional security.
- (e) “Hazardous Substances” means any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:
- (i) radioactive materials,
  - (ii) explosives,
  - (iii) any substance that, if added to water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant,
  - (iv) any solid, liquid, gas or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition in the air that:
    - A. endangers the health, safety or welfare of persons or the health of animal life,
    - B. interferes with normal enjoyment of life or property, or
    - C. causes damage to plant life or to property,
  - (v) toxic substances including, without restriction, urea formaldehyde foam insulation, asbestos and poly-chlorinated biphenyls, and
  - (vi) substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by an government authority having jurisdiction over the landlord’s lands.

It is understood that notwithstanding the above, the tenant may bring into and store on the leased premises aviation fuel and gasoline, and refuel its own planes and sell and dispense same to third parties.

- (f) The tenant hereby authorizes the landlord to make enquiries from time to time of any government or governmental agency with respect to the tenant's compliance with any environmental laws, by-laws, regulations and codes pertaining to the tenant, the leased premises and any business or activity conducted on or from the leased premises.
- (g) In the event the tenant fails to promptly commence and diligently complete any work it is required to perform pursuant to this clause, the landlord may enter onto the leased premises and perform any such work. No such entry shall be deemed to be a re-entry or a breach of the covenant for quiet enjoyment in this lease or implied by law.
- (h) If the tenant brings, permits, creates or uses in the leased premises any Hazardous Substances or if the conduct of any business or undertaking on the leased premises or their use causes there to be any Hazardous Substances upon the leased premises, then, such Hazardous Substances shall be and remain the sole and exclusive property of the tenant and shall not become the property of the landlord, notwithstanding the degree of affixation of the Hazardous Substances or the goods containing the Hazardous Substances to the leased premises and notwithstanding the expiry, surrender or early termination of this lease.
- (i) The tenant hereby indemnifies and saves harmless the landlord and its successors and assigns from and against any and all losses, liabilities, damages, costs and expense of any kind whatsoever including, without limitation:
  - (i) the costs of defending, counter-claiming or claiming over against third parties in respect to any action or matter including legal fees, costs and disbursements on a solicitor and his own client basis and at all court levels;
  - (ii) any costs, liability or damage arising out of a settlement of any action entered into by the landlord with or without the consent of the tenant; and
  - (iii) the cost of repair, clean-up or restoration paid by the landlord and any fines levied against the tenant,

which at any time or from time to time may be paid, incurred or asserted against the landlord, as to a direct or indirect result of the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release, of Hazardous Substances from the leased premises either onto any lands, into the atmosphere or into any water. This indemnification shall survive the expiration of the term of the lease and the termination of the lease for whatever cause or any renewal of the lease.

**15. Indemnification and Insurance**

- a) The tenant agrees to indemnify and hold harmless the landlord from any and all claims, demands or actions for which the tenant is legally responsible, including those arising out of negligence, willful harm or crimes by the tenant or the tenant's employees, agents, contractors and invitees. This hold harmless shall survive this lease.
- b) The tenant shall be responsible for maintaining general liability insurance in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence. During the term thereof, at the landlord's request, the tenant shall provide to the landlord from time to time, a certificate of insurance, as evidence that such coverage is in full force.

- c) The tenant shall be responsible for insuring, during the whole of the term hereof, all the tenant's buildings and improvements, from time to time forming part of the demised premises, on a replacement cost basis for the full insurable value thereof with loss payable jointly to the tenant and the landlord. The tenant shall immediately notify the landlord upon the occurrence of any loss. The tenant shall also provide a copy of the policy or a certificate of insurance or renewal to the landlord.
- d) The tenant shall obtain from its insurer an acknowledgment to notify the landlord of any lapse or change in coverage, for any reason whatsoever. The acknowledgment shall be provided to the landlord at the time of execution of this lease, and upon any change in insurer.

16. **Landlord's Right to Insure – If**

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

17. **Peaceful Enjoyment**

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

18. **Overholding**

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



19. **Ownership of Building and Fixtures**

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

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

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

20. **Landlord's Right of First Refusal**

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

21. **Destruction or Damage of Premises**

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

- a) If the leased premises shall be incapable of being repaired or restored with reasonable diligence within One Hundred Twenty (120) days of the happening of the damage, then the landlord may at its sole option terminate this lease by notice in writing to the tenant given within Thirty (30) days of the date of the happening of the damage, and if such notice is given this lease shall cease and become null and void from the date of the happening of the damage and the tenant shall immediately surrender the leased premises and all its interests therein to the landlord and the landlord may re-enter and repossess the leased premises discharged of this lease, but if within the said period of Thirty (30) days the

landlord shall not give notice terminating this lease as aforesaid, then upon the expiration of the said period (or at such earlier time as the landlord desires) the tenant shall proceed with reasonable promptitude to repair or restore the leased premises.

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

22. **Compliance with Laws**

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

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

23. **Mortgage or Encumbrance**

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

- a) The mortgagee or encumbrancer shall covenant with the landlord to be bound by all the covenants and obligations of the tenant hereunder as soon as such mortgagee or encumbrancer enters into possession of the tenant's interest, or otherwise takes steps to enforce its security which have the effect of depriving the tenant of the ability fully to perform those covenants and obligations, and upon any exercise of any power of sale, the assignee of the mortgaged rights shall covenant with the landlord to perform the tenant's obligations under this lease but so soon as the assignee becomes bound by the tenant's obligations, the mortgagee or encumbrancer shall be relieved from its covenant.
- b) Every mortgage or encumbrance of the building shall be made expressly subject to the rights of the landlord under this lease, and in particular to the right of the landlord to acquire title thereto upon expiration or termination of this lease, as provided in Clause 18.

- c) The mortgage or encumbrance upon the tenant's leasehold interest and the lands and the building shall not include any property except the tenant's interest in the leased premises.
- d) The tenant shall observe and perform all its obligations incurred in respect of assignments, mortgages and encumbrances of its leasehold interest and its interest in the building, and shall not suffer or allow any such obligations to be in default, and if any such default shall occur the landlord may but shall not be obliged to, rectify such default for the account of the tenant. Any amount paid by the landlord in so doing, together with all reasonable costs and expenses shall be reimbursed to the landlord on demand together with interest at the rate of 15% per annum from the date incurred until paid, and may be recovered as if it were rent in arrears.
- e) The tenant shall promptly, whenever requested by the landlord, execute an acknowledgement or certificate in favour of any actual or prospective assignee, mortgagee or encumbrancer of the landlord's interest, acknowledging or certifying the status of this lease, any modifications of the lease, any breaches of covenant known to the landlord with the intent that any such acknowledgement or certificate may be relied upon by any person to whom it is addressed.

24. **Assignment or Sublease**

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

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

25. **Default**

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

In the event rent and any other charges are not paid to the landlord when due and payable as stipulated herein, the landlord in addition to its other remedies hereunder, shall be

entitled to collect interest computed on such arrears at the rate of 15% per annum preceding the date that the payment is received and this interest shall be considered as rent.

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

26. **Objectionable Conduct**

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

27. **Return of Premises**

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

28. **Termination**

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

29. **Renewal**

This lease may be renewed by the tenant for a maximum of Two (2) further terms of Five (5) years each by giving 60 days notice in writing to the landlord, prior to the expiration of the lease for the first renewal and, thereafter, Sixty (60) days prior to the expiration of the successive renewal.

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

30. **Waiver**

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

31. **Notices**

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

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

Chief Administrative Officer  
Municipal District of Mackenzie No. 23  
P.O. Box 640  
Fort Vermilion, Alberta T0H 1N0  
Fax Number: (780) 927-4266

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

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

32. **General**

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

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

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

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

The Municipal District of  
Mackenzie No. 23

\_\_\_\_\_  
WITNESS

Per: \_\_\_\_\_  
Chief Administrative Officer

Reynold Janzen

\_\_\_\_\_  
WITNESS

Per: \_\_\_\_\_

Per: \_\_\_\_\_

## LEASE

This lease made as of the \_\_\_\_ day of \_\_\_\_\_, 201\_.

BETWEEN:

MACKENZIE COUNTY  
(hereinafter called "the landlord")

- and -

REYNOLD JANZEN  
(hereinafter called the "tenant")

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

LOT 3  
PLAN 122 2189, AREA A  
(MERIDIAN 5 RANGE 15 TOWNSHIP 106  
SECTION 01 SOUTH HALF)  
EXCEPTING THEREOUT ALL MINES AND MINERALS

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

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

1. **Grant of Lease**

The landlord hereby leases to the tenant a portion of the lands, consisting of an area being a total of **825 square metres** more or less, as outlined in red on Schedule "A" attached hereto and made a part of this lease (herein called "the leased premises"). **The Tenant is responsible to have the subject property surveyed to determine the location prior to commencement of Approved Development.**

2. **Term of Rental**

The term of this lease is a period of Five (5) years commencing August 31, 2014 (lease commencement date) to August 31, 2019. Notwithstanding the date above, the term shall commence on the lease commencement date.

4. **Renewal**

This lease may be renewed by the Tenant for a maximum of one (1) further term of Five (5) years each by giving 60 days notice in writing to the landlord, prior to the expiration of the lease for the first renewal and thereafter 60 days prior to the expiration of each successive renewal.

The landlord may change the annual rental at the commencement of the Five (5) year renewal, according to changes in land values and administration costs. The landlord shall give written notice to the Tenant of any rental increase (if any) prior to renewal.

3. **Payment of Rent**

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

- a) As per Mackenzie County Fee Schedule Bylaw, Land lease fees in the La Crete Airport for hangers and associated uses are: \$1.30 per Square meter annually.
- b) For land rent the sum of **one thousand and seventy two dollars and fifty cents (\$1,072.50)** Dollars, per annum, payable in advance on or before August 1<sup>st</sup> of each and every year of the term. Land rent established by Bylaw which may be amended by the landowner.

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

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

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

4. **Use of Premises**

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

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

5. **Repair and Maintenance**

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

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

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

6. **Utilities**

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

7. **Signs**

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

8. **Antennae**

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

9. **Improvements**

The tenant shall have the right from time to time during the term of this lease to make such changes, alterations, additions or extensions, or effect any rebuilding, whether of a structural nature or otherwise (herein collectively called "improvements") in and to the



leased premises as the tenant may think necessary, but subject to the following conditions:

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

10. **Repair**

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

11. **Inspections and Notice to Repair**

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

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

12. **Tenant's Property**

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

13. **Taxes**

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

14. **Inflammable or Dangerous Substances**

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

- (a) it shall not allow any Hazardous Substance to be placed, held, located or disposed of on, under or at the leased premises without prior written consent of the landlord which consent may be arbitrarily or unreasonably withheld;

- (b) it shall not allow the leased premises to be utilized in any manner in contravention of any applicable laws intended to protect the environment, including without limitation, laws respecting the disposal and emission of Hazardous Substances;
- (c) to the extent that Hazardous Substances are permitted, placed, held, located or disposed of on, under or at the leased premises pursuant to the permitted use of the leased premises and in accordance with the terms hereof, the tenant shall:
  - (i) comply with, or cause to be complied with, all applicable laws and regulations relating to the use, storage and disposal of the Hazardous Substances,
  - (ii) it shall take all reasonable measures not to cause or permit any of its business, undertaking, activity or use of or on the leased premises to create any condition which violates any provision of the Environmental Protection and Enhancement Act, (Alberta) or any applicable federal or municipal code, bylaw, regulation or statute,
  - (iii) it shall immediately notify the landlord, Alberta Environment or Environment Canada of any improper storage or release of Hazardous Substances,
  - (iv) at the request of the landlord, provide evidence of compliance with all applicable laws and regulations, such evidence to include inspection reports and such tests as the landlord may reasonably require, all at the expense of the tenant,
  - (v) it shall promptly perform and work, or cease any activity to remedy and repair any adverse condition created by improper storage or release of Hazardous Substances, so as to achieve conformity and compliance with all laws, bylaws, regulations and codes, and
  - (vi) it shall promptly cease any activity which causes or results in any Hazardous Substances being released in or onto the leased premises or any adjacent property.
- (d) without restricting the generality of the foregoing, in the event that gasoline, aviation fuel or other storage tanks form a part of the leased premises or are placed in or upon the leased premises, the tenant shall:
  - (i) maintain and repair such storage tanks in a compliance with the applicable fire code and Alberta Environmental Protection standards, and
  - (ii) at the request of the landlord, assign any warranties or guarantees received from the manufacturer or installer or such storage tanks in favour of the landlord as additional security.
- (e) "Hazardous Substances" means any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:
  - (i) radioactive materials,
  - (ii) explosives,
  - (iii) any substance that, if added to water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant,
  - (iv) any solid, liquid, gas or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition in the air that:
    - A. endangers the health, safety or welfare of persons or the health of animal life,
    - B. interferes with normal enjoyment of life or property, or
    - C. causes damage to plant life or to property,
  - (v) toxic substances including, without restriction, urea formaldehyde foam insulation, asbestos and poly-chlorinated biphenyls, and
  - (vi) substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by an government authority having jurisdiction over the landlord's lands.

It is understood that notwithstanding the above, the tenant may bring into and store on the leased premises aviation fuel and gasoline, and refuel its own planes and sell and dispense same to third parties.
- (f) The tenant hereby authorizes the landlord to make enquiries from time to time of any government or governmental agency with respect to the tenant's compliance with any

environmental laws, bylaws, regulations and codes pertaining to the tenant, the leased premises and any business or activity conducted on or from the leased premises.

- (g) In the event the tenant fails to promptly commence and diligently complete any work it is required to perform pursuant to this clause, the landlord may enter onto the leased premises and perform any such work. No such entry shall be deemed to be a re-entry or a breach of the covenant for quiet enjoyment in this lease or implied by law.
- (h) If the tenant brings, permits, creates or uses in the leased premises any Hazardous Substances or if the conduct of any business or undertaking on the leased premises or their use causes there to be any Hazardous Substances upon the leased premises, then, such Hazardous Substances shall be and remain the sole and exclusive property of the tenant and shall not become the property of the landlord, notwithstanding the degree of affixation of the Hazardous Substances or the goods containing the Hazardous Substances to the leased premises and notwithstanding the expiry, surrender or early termination of this lease.
- (i) The tenant hereby indemnifies and saves harmless the landlord and its successors and assigns from and against any and all losses, liabilities, damages, costs and expense of any kind whatsoever including, without limitation:
  - (i) the costs of defending, counter-claiming or claiming over against third parties in respect to any action or matter including legal fees, costs and disbursements on a solicitor and his own client basis and at all court levels;
  - (ii) any costs, liability or damage arising out of a settlement of any action entered into by the landlord with or without the consent of the tenant; and
  - (iii) the cost of repair, clean-up or restoration paid by the landlord and any fines levied against the tenant,

which at any time or from time to time may be paid, incurred or asserted against the landlord, as to a direct or indirect result of the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release, of Hazardous Substances from the leased premises either onto any lands, into the atmosphere or into any water. This indemnification shall survive the expiration of the term of the lease and the termination of the lease for whatever cause or any renewal of the lease.

**15. Indemnification and Insurance**

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

**16. Landlord's Right to Insure – If**

- a) The insurer cancels or threatens to cancel any insurance policy, or if the insurer refuses to renew any insurance policy or reduces the coverage thereunder in any way by reason of the use, occupation, operation or maintenance of the leased premises by the tenant or anyone permitted by the tenant to be upon the leased

premises, and if the tenant fails to remedy the condition giving rise to cancellation, threatened cancellation, failure to renew or reduction in coverage within seventy-two (72) hours after notice thereof from the insurer, or

- b) The tenant is unable or unwilling to provide and maintain any insurance it is required to maintain in amounts, form, terms, and with an insurer approved by the landlord pursuant to Clause 15, then the landlord, in addition to any other remedy, may, at its option,
  - (i) Enter upon the leased premises and remedy the condition giving rise to such cancellation, threatened cancellation, failure to renew or reduction in coverage, and the tenant shall forthwith pay the costs thereof to the landlord, or
  - (ii) In either case, without assuming any obligation in connection therewith and without prejudice to any other rights and remedies of the landlord, effect such of the insurance at the sole cost of the tenant, and all outlays and expenses incurred by the landlord shall be immediately paid by the tenant to the landlord.

17. **Peaceful Enjoyment**

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

18. **Overholding**

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

19. **Ownership of Building and Fixtures**

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

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

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

20. **Landlord's Right of First Refusal**

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

21. **Destruction or Damage of Premises**

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

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

22. **Compliance with Laws**

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

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

23. **Mortgage or Encumbrance**

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

- a) The mortgagee or encumbrancer shall covenant with the landlord to be bound by all the covenants and obligations of the tenant hereunder as soon as such mortgagee or encumbrancer enters into possession of the tenant's interest, or otherwise takes steps to enforce its security which have the effect of depriving the tenant of the ability fully to perform those covenants and obligations, and upon any exercise of any power of sale, the assignee of the mortgaged rights shall covenant with the landlord to perform the tenant's obligations under this lease but so soon as the assignee becomes bound by the tenant's obligations, the mortgagee or encumbrancer shall be relieved from its covenant.
- b) Every mortgage or encumbrance of the building shall be made expressly subject to the rights of the landlord under this lease, and in particular to the right of the landlord to acquire title thereto upon expiration or termination of this lease, as provided in Clause 18.
- c) The mortgage or encumbrance upon the tenant's leasehold interest and the lands and the building shall not include any property except the tenant's interest in the leased premises.

- d) The tenant shall observe and perform all its obligations incurred in respect of assignments, mortgages and encumbrances of its leasehold interest and its interest in the building, and shall not suffer or allow any such obligations to be in default, and if any such default shall occur the landlord may but shall not be obliged to, rectify such default for the account of the tenant. Any amount paid by the landlord in so doing, together with all reasonable costs and expenses shall be reimbursed to the landlord on demand together with interest at the rate of 15% per annum from the date incurred until paid, and may be recovered as if it were rent in arrears.
- e) The tenant shall promptly, whenever requested by the landlord, execute an acknowledgement or certificate in favour of any actual or prospective assignee, mortgagee or encumbrancer of the landlord's interest, acknowledging or certifying the status of this lease, any modifications of the lease, any breaches of covenant known to the landlord with the intent that any such acknowledgement or certificate may be relied upon by any person to whom it is addressed.

24. **Assignment or Sublease**

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

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

25. **Default**

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

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

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

26. **Objectionable Conduct**

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

27. **Return of Premises**

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

28. **Termination**

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

29. **Renewal**

This lease may be renewed by the tenant for a maximum of Two (2) further terms of Five (5) years each by giving 60 days notice in writing to the landlord, prior to the expiration of the lease for the first renewal and, thereafter, Sixty (60) days prior to the expiration of the successive renewal.

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

30. **Subdivision**

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

31. **Waiver**

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

32. **Notices**

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

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

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

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

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

**33. General**

- 1) Words importing the singular number only shall include the plural and vice versa; words importing the masculine gender shall include the feminine gender and shall include firms and corporations.
- 2) This lease and everything herein contained shall extend to, bind and ensure to the benefit of the heirs, executors, administrators, successors and assigns (as the case may be) of each of the parties. All covenants herein contained shall be deemed joint and several.
- 3) The tenant may register a caveat in the Land Titles Office in respect of its interest hereunder, but shall not register the lease and shall not cause to be registered any other charge, caveat or encumbrance without first obtaining the landlord's written consent. Any such caveat filed shall, at the request of the landlord, be postponed to any security granted by the landlord and registered against title to its lands.
- 4) The tenant shall not permit any builders' lien or any other lien or charge to be filed or remain filed against the leased. The tenant shall cause any such liens or other charges filed to be removed at the tenant's sole expense, forthwith upon receiving written notice to do so from the landlord.
- 5) If any covenant, obligation, agreement, term or condition of this lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this lease or the application of such covenant, to persons or circumstances other than those in respect of which it is held invalid or unenforceable, shall not be affected and each covenant shall be separately valid and enforceable to the fullest extent permitted by law.

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

Mackenzie County

\_\_\_\_\_  
WITNESS

Per: \_\_\_\_\_  
Chief Administrative Officer

Reynold Janzen

\_\_\_\_\_  
WITNESS

Per: \_\_\_\_\_

Per: \_\_\_\_\_





## MACKENZIE COUNTY REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>October 29, 2014</b>
<b>Presented By:</b>	<b>Mark Schonken, Interim Director of Finance</b>
<b>Title:</b>	<b>Accredited Supportive Living Services (ASLS) – Property Tax Exemption Request</b>

**BACKGROUND / PROPOSAL:**

Accredited Supportive Living Services (ASLS) has applied for Property Tax Exemption Status. ASLS is a non-profit organization that is located in La Crete and provides programs that are aimed at promoting community inclusion for persons with disabilities or barriers through support, skill development and advocacy.

ASLS operated as a society from conception in 1969 until February 2, 2007 when it voluntarily became an incorporated company. A copy of the incorporation certificate is available. ASLS uses its income for charitable and benevolent purposes not for benefiting the organization’s directors or its employees.

ASLS leases two offices and pays 6% property taxes per office as part of their rent to the facility that houses the offices. Copies of the leases are available.

2014 record for the roll 076846:

	2014 Combined Assessment and Taxation Notice	Office 1 6% of Property Taxes	Office 2 6% of Property Taxes
Municipal tax (non-residential)	\$15,755.17	\$945.31	\$945.31
School tax	\$4,771.69	\$286.30	\$286.30
Lodge tax	\$264.73	\$15.88	\$15.88
Local Improvement	351.25	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$21,142.84</b>	<b>\$1,247.49</b>	<b>\$1,247.49</b>

**Total Possible Exemption: \$2,494.98**

**Author:** Norma Croy      **Reviewed by:** \_\_\_\_\_ **CAO** JW

## **OPTIONS & BENEFITS:**

There are three methods to obtain an exemption from taxes:

1. *If the assessor does not agree that a property owner qualifies, the property owner files a complaint with the Assessment Review Board and brings evidence and argument to the board that they meet the criteria in the Act and regulations (meeting the criteria would be equivalent to obtaining an exemption under parts 1 & 2 of Community Property Tax Exemption Regulation (COPTER)).*
2. *A property owner can apply to council for an exemption under Part 3 of the COPTER.*
3. *Apply to council on a **yearly basis** for council to exercise its discretion to forgive all or a portion of taxes.*

Ultimately, the Municipal Government Act, s. 347 empowers Council in regards to cancellation, reduction, refund or deferral of taxes:

*347 (1) If a council considers it equitable to do so, it may, generally or with respect to a particular taxable property or business or a class of taxable property or business, do one or more of the following, with or without conditions:*

- a) *cancel or reduce tax arrears;*
- b) *cancel or refund all or part of a tax;*
- c) *defer the collection of a tax.*

*(2) A council may phase in a tax increase or decrease resulting from the preparation of any new assessment.*

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

Annual operating budget

## **SUSTAINABILITY PLAN:**

## **COMMUNICATION:**

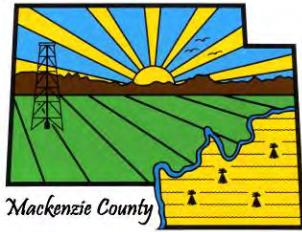
Author: Norma Croy Reviewed by: M. Schonken CAO JW

**RECOMMENDED ACTION:**

That Accredited Supportive Living Services be exempt from paying property taxes for each office that they lease in La Crete.

**Author:** Norma Croy **Reviewed by:** M. Schonken **CAO** JW





## MACKENZIE COUNTY REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>October 29, 2014</b>
<b>Presented By:</b>	<b>Mark Schonken, Interim Director of Finance</b>
<b>Title:</b>	<b>Financial Reports – January 1 to September 30, 2014</b>

### **BACKGROUND / PROPOSAL:**

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

### **OPTIONS & BENEFITS:**

Please review the following financial reports for the five-month period, January 1 – September 30, 2014:

- Investment Report
- Operating Statement
- Projects Progress Report

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

N/A

### **SUSTAINABILITY PLAN:**

N/A

### **COMMUNICATION:**

N/A

**Author:** M. Schonken      **Review Date:** \_\_\_\_\_      **CAO** JW

**RECOMMENDED ACTION:**

That the financial reports for the period, January 1 – September 30, 2014, be accepted for information.

**Author:** \_\_\_\_\_ **Review Date:** \_\_\_\_\_ **CAO** \_\_\_\_\_

## Investment Report for September 2014

### Chequing Account on September 30, 2014

Bank account balance 1,966,246

### Investment Values on September 30, 2014

Short term investments (EM0-0377-A) 29,065,179  
 Short term T-Bill (1044265-26) 236,167  
 Long term investments (EM0-0374-A) 7,866,709  
37,168,054

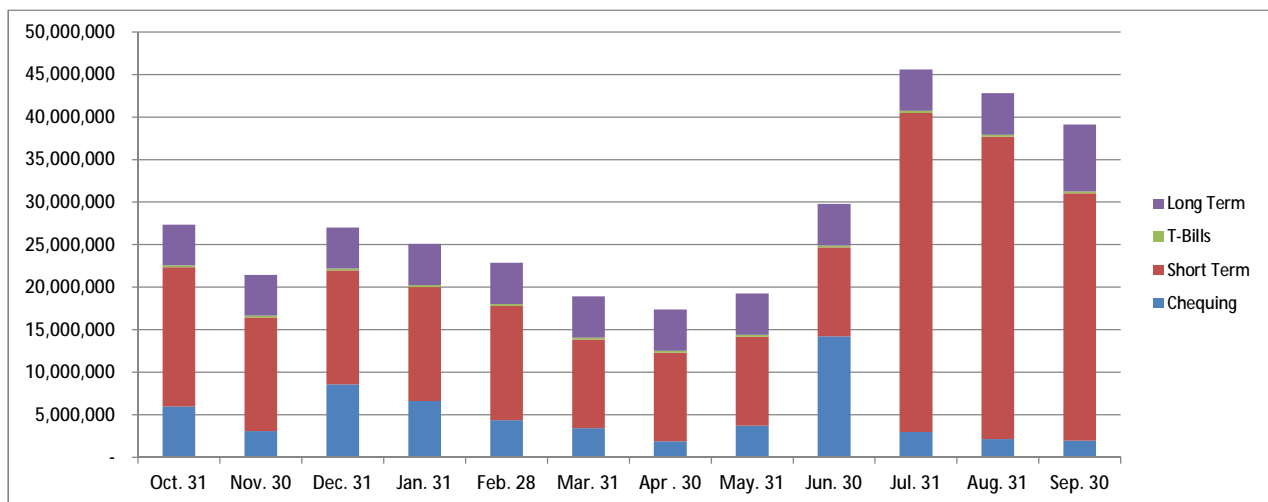
These balances include  
'market value changes'.

### Revenues

	Total	Short Term	Long Term
Interest received	303,069	196,501	106,568
Interest accrued	53,689	0	53,689
	<b>356,758</b>	<b>196,501</b>	<b>160,257</b>
Market value changes	(35,269)		(35,269)
Interest received, chequing account	41,024	41,024	
<b>Grand total revenues before investment manager fees</b>	<b>362,512</b>	<b>237,525</b>	<b>124,988</b>
Deduct: investment manager fees for investments	-17,781	-5,185	-12,596
<b>Grand total revenues after investment manager fees</b>	<b>344,731</b>	<b>232,339</b>	<b>112,392</b>

### Balances in the Various Accounts - Last 12 Months

	Chequing	Short Term	T-Bills	Long Term	Total
Oct. 31	5,996,920	16,339,451	234,874	4,769,648	27,340,893
Nov. 30	3,074,689	13,357,913	234,990	4,768,550	21,436,142
Dec. 31	8,591,637	13,374,921	235,109	4,808,006	27,009,673
Jan. 31	6,630,401	13,390,430	235,229	4,839,986	25,096,045
Feb. 28	4,370,307	13,405,831	235,337	4,841,674	22,853,149
Mar. 31	3,422,054	10,420,938	235,457	4,832,968	18,911,417
Apr. 30	1,874,234	10,432,050	235,573	4,826,807	17,368,664
May. 31	3,738,477	10,445,763	235,693	4,833,223	19,253,158
Jun. 30	14,211,420	10,458,637	235,810	4,883,676	19,358,224
Jul. 31	2,987,789	37,498,578	235,930	4,881,337	45,603,634
Aug. 31	2,138,210	35,545,833	236,050	4,886,457	42,806,551
Sep. 30	1,966,246	29,065,179	236,167	7,866,709	39,134,301



MACKENZIE COUNTY  
STATEMENT OF OPERATIONS

September 30, 2014

	2013 Actual	2014 Actual	2014	\$ Variance	% Variance
	Total	Total	Budget		
<b>OPERATIONAL REVENUES</b>					
Property taxes	\$31,120,528	\$33,966,065	\$33,579,123	(\$386,942)	-1%
User fees and sales of goods	\$3,232,396	\$3,237,981	\$4,212,096	\$974,115	23%
Government transfers	\$1,821,615	\$692,362	\$1,433,905	\$741,543	52%
Investment income (operating)	\$377,428	\$362,512	\$326,000	(\$36,512)	-11%
Penalties and costs on taxes	\$240,452	\$328,570	\$140,000	(\$188,570)	-135%
Licenses, permits and fines	\$404,159	\$446,321	\$338,000	(\$108,321)	-32%
Rentals	\$107,152	\$87,374	\$77,591	(\$9,783)	-13%
Insurance proceeds	\$16,236	\$13,164	\$0	(\$13,164)	
Development levies	\$156,593	\$111,359	\$0	(\$111,359)	
Municipal reserve revenue	\$110,066	\$53,132	\$50,000	(\$3,132)	-6%
Sale of non-TCA equipment	\$0	\$1,982	\$800	(\$1,182)	-148%
Other	\$617,888	\$199,112	\$406,220	\$207,108	51%
<b>Total operating revenues</b>	<b>\$38,204,512</b>	<b>\$39,499,934</b>	<b>\$40,563,735</b>	<b>\$1,063,801</b>	<b>3%</b>
<b>OPERATIONAL EXPENSES</b>					
Legislative	\$617,724	\$433,626	\$770,981	\$337,355	44%
Administration	\$5,112,005	\$3,249,229	\$5,561,643	\$2,312,414	42%
Protective services	\$1,264,879	\$744,145	\$1,652,894	\$908,749	55%
Transportation	\$12,941,082	\$6,226,618	\$17,146,698	\$10,920,080	64%
Water, sewer, solid waste disposal	\$4,557,490	\$2,103,521	\$4,958,712	\$2,855,191	58%
Public health and welfare (FCSS)	\$611,618	\$605,163	\$690,341	\$85,178	12%
Planning, development	\$943,560	\$705,968	\$1,112,088	\$406,120	37%
Agriculture and veterinary	\$1,132,801	\$904,015	\$1,432,329	\$528,314	37%
Recreation and culture	\$1,762,045	\$1,364,570	\$2,299,447	\$934,877	41%
School requisitions	\$6,222,152	\$3,149,287	\$6,306,111	\$3,156,824	50%
Lodge requisitions	\$392,262	\$490,719	\$488,959	(\$1,760)	0%
Non-TCA projects	\$592,124	\$250,256	\$1,547,977	\$1,297,721	84%
<b>Total operating expenses</b>	<b>\$36,149,743</b>	<b>\$20,227,118</b>	<b>\$43,968,180</b>	<b>\$23,741,062</b>	<b>54%</b>
<b>Excess (deficiency) before other</b>	<b>\$2,054,770</b>	<b>\$19,272,816</b>	<b>(\$3,404,445)</b>	<b>(\$22,677,261)</b>	
<b>CAPITAL REVENUES</b>					
Government transfers for capital	\$4,954,981	\$4,830,382	\$16,461,583	\$11,631,201	71%
Other revenue for capital	\$207,455	\$78,000	\$646,970	\$568,970	88%
Proceeds from sale of TCA assets	\$1,523	\$75,000	\$556,000	\$481,000	87%
	<b>\$5,163,959</b>	<b>\$4,983,382</b>	<b>\$17,664,553</b>	<b>\$12,681,171</b>	<b>72%</b>
<b>EXCESS (DEFICIENCY) - PSAB Model</b>	<b>\$7,218,728</b>	<b>\$24,256,198</b>	<b>\$14,260,108</b>	<b>(\$9,996,090)</b>	
<b>Convert to local government model</b>					
Remove non-cash transactions	\$7,471,124	\$0	\$8,034,780	\$8,034,780	100%
Remove revenue for capital projects	(\$5,163,959)	(\$4,983,382)	(\$17,664,553)	(\$12,681,171)	72%
Long term debt principle	\$1,826,572	\$1,035,850	\$2,259,770	\$1,223,920	54%
Transfers to/from reserves	\$7,699,321	\$0	\$2,370,565	\$2,370,565	100%
<b>EXCESS (DEFICIENCY) - LG Model</b>	<b>\$0</b>	<b>\$18,236,966</b>	<b>\$0</b>	<b>(\$18,236,966)</b>	



Mackenzie County  
Summary of All Units  
For the Nine Months Ending September 30, 2014

	2013 Actual	2014 Actual	2014	\$ Variance	% Variance
	Total	Total	Budget		
<b>OPERATING REVENUES</b>					
100-Taxation	\$30,860,986	\$33,718,682	\$33,320,265	(\$398,417)	-1%
124-Frontage	\$248,706	\$247,383	\$267,599	\$20,216	8%
420-Sales of goods and services	\$372,681	\$551,789	\$547,635	(\$4,154)	-1%
421-Sale of water - metered	\$2,158,058	\$2,019,953	\$2,674,505	\$654,552	24%
422-Sale of water - bulk	\$701,657	\$666,238	\$989,956	\$323,718	33%
424-Sale of land	\$46,859	\$35,956	\$0	(\$35,956)	
510-Penalties on taxes	\$240,452	\$328,570	\$140,000	(\$188,570)	-135%
511-Penalties of AR and utilities	\$41,766	\$37,553	\$40,000	\$2,447	6%
520-Licenses and permits	\$22,484	\$41,906	\$33,000	(\$8,906)	-27%
521-Offsite levy	\$156,593	\$111,359	\$0	(\$111,359)	
522-Municipal reserve revenue	\$110,066	\$53,132	\$50,000	(\$3,132)	-6%
526-Safety code permits	\$308,789	\$322,355	\$250,000	(\$72,355)	-29%
525-Subdivision fees	\$44,674	\$46,064	\$25,000	(\$21,064)	-84%
530-Fines	\$15,221	\$24,055	\$20,000	(\$4,055)	-20%
531-Safety code fees	\$12,993	\$11,941	\$10,000	(\$1,941)	-19%
550-Interest revenue	\$402,125	\$397,781	\$326,000	(\$71,781)	-22%
551-Market value changes	(\$24,697)	(\$35,269)	\$0	\$35,269	
560-Rental and lease revenue	\$107,152	\$87,374	\$77,591	(\$9,783)	-13%
570-Insurance proceeds	\$16,236	\$13,164	\$0	(\$13,164)	
592-Well drilling revenue	\$147,804	\$48,569	\$75,000	\$26,431	35%
597-Other revenue	\$282,095	\$46,829	\$212,875	\$166,046	78%
598-Community aggregate levy	\$97,889	\$4,789	\$50,000	\$45,211	90%
630-Sale of non-TCA equipment	\$0	\$1,982	\$800	(\$1,182)	-148%
790-Tradeshows Revenues	\$1,475	\$25,416	\$28,345	\$2,929	10%
840-Provincial grants	\$1,821,615	\$692,362	\$1,433,905	\$741,543	52%
890-Gain (Loss) Penny Rounding	\$0	\$0	\$0	(\$0)	
990-Over/under tax collections	\$10,836	\$0	(\$8,741)	(\$8,741)	100%
<b>TOTAL REVENUE</b>	<b>\$38,204,512</b>	<b>\$39,499,934</b>	<b>\$40,563,735</b>	<b>\$1,063,801</b>	<b>3%</b>
<b>OPERATING EXPENSES</b>					
110-Wages and salaries	\$5,645,161	\$4,429,154	\$6,737,023	\$2,307,869	34%
132-Benefits	\$1,017,599	\$881,270	\$1,404,288	\$523,018	37%
136-WCB contributions	\$63,138	\$6,276	\$47,345	\$41,069	87%
142-Recruiting	\$0	\$8,258	\$20,000	\$11,742	59%
150-Isolation cost	\$43,798	\$32,538	\$66,000	\$33,462	51%
151-Honoraria	\$515,230	\$314,394	\$566,050	\$251,656	44%
211-Travel and subsistence	\$317,291	\$178,214	\$375,630	\$197,416	53%
212-Promotional expense	\$102,704	\$88,659	\$77,500	(\$11,159)	-14%
214-Memberships & conference fees	\$78,290	\$78,512	\$128,280	\$49,768	39%
215-Freight	\$111,899	\$64,905	\$123,980	\$59,075	48%
216-Postage	\$44,113	\$35,349	\$42,500	\$7,151	17%
217-Telephone	\$140,050	\$63,215	\$143,199	\$79,984	56%
221-Advertising	\$40,296	\$36,049	\$58,500	\$22,451	38%
223-Subscriptions and publications	\$6,227	\$5,944	\$11,512	\$5,568	48%
231-Audit fee	\$64,125	\$94,150	\$76,000	(\$18,150)	-24%
232-Legal fee	\$75,108	\$34,794	\$85,000	\$50,206	59%
233-Engineering consulting	\$99,267	\$66,389	\$98,500	\$32,111	33%
235-Professional fee	\$1,420,980	\$1,018,870	\$1,477,110	\$458,240	31%
236-Enhanced policing fee	\$257,812	\$116,808	\$284,000	\$167,192	59%
239-Training and education	\$53,303	\$110,346	\$207,456	\$97,110	47%
242-Computer programming	\$47,267	\$61,075	\$85,878	\$24,803	29%
251-Repair & maintenance - bridges	\$35,702	\$5,181	\$406,500	\$401,319	99%
252-Repair & maintenance - buildings	\$134,594	\$80,692	\$174,050	\$93,358	54%
253-Repair & maintenance - equipment	\$332,207	\$187,967	\$330,400	\$142,433	43%
255-Repair & maintenance - vehicles	\$67,877	\$38,308	\$94,300	\$55,992	59%
258-Contract graders	\$182,425	\$95,406	\$150,000	\$54,595	36%
259-Repair & maintenance - structural	\$1,543,400	\$907,245	\$1,727,605	\$820,360	47%

	2013 Actual	2014 Actual	2014	\$ Variance	% Variance
	Total	Total	Budget		
261-Ice bridge construction	\$144,054	\$52,417	\$120,000	\$67,583	56%
262-Rental - building and land	\$23,442	\$28,060	\$31,850	\$3,790	12%
263-Rental - vehicle and equipment	\$55,572	\$39,898	\$61,556	\$21,658	35%
266-Communications	\$73,018	\$62,742	\$107,342	\$44,600	42%
271-Licenses and permits	\$10,171	\$3,987	\$20,100	\$16,113	80%
272-Damage claims	\$27,916	\$25,771	\$5,000	(\$20,771)	-415%
273-Taxes	\$817	\$0	\$15,000	\$15,000	100%
274-Insurance	\$271,727	\$109	\$313,000	\$312,891	100%
342-Assessor fees	\$261,782	\$174,360	\$262,100	\$87,740	33%
290-Election cost	\$14,282	\$0	\$5,000	\$5,000	100%
511-Goods and supplies	\$761,848	\$499,715	\$890,136	\$390,421	44%
521-Fuel and oil	\$944,698	\$410,447	\$820,550	\$410,104	50%
531-Chemicals and salt	\$233,128	\$135,540	\$295,600	\$160,060	54%
532-Dust control	\$458,750	\$698,227	\$656,000	(\$42,227)	-6%
533-Grader blades	\$119,161	\$103,478	\$140,000	\$36,522	26%
534-Gravel (apply; supply and apply)	\$806,073	\$1,183,349	\$3,433,600	\$2,250,251	66%
535-Gravel reclamation cost	\$26,529	\$0	\$0	\$0	
543-Natural gas	\$106,154	\$92,480	\$117,500	\$25,020	21%
544-Electrical power	\$692,901	\$329,065	\$716,643	\$387,578	54%
710-Grants to local governments	\$1,786,210	\$1,318,117	\$1,811,810	\$493,693	27%
735-Grants to other organizations	\$1,745,667	\$1,728,621	\$1,941,802	\$213,181	11%
747-School requisition	\$6,222,152	\$3,149,287	\$6,306,111	\$3,156,824	50%
750-Lodge requisition	\$392,262	\$490,719	\$488,959	(\$1,760)	0%
810-Interest and service charges	\$17,864	\$23,753	\$36,000	\$12,247	34%
831-Interest - long term debt	\$396,045	\$356,782	\$733,658	\$376,876	51%
921-Bad debt expense	(\$3,301)	\$139	\$7,500	\$7,361	98%
922-Tax cancellation/write-off	\$32,222	\$29,832	\$50,000	\$20,168	40%
992-Cost of land sold	\$25,486	\$0	\$0	\$0	
993-NBV value of disposed TCA	\$7,000	\$0	\$772,891	\$772,891	100%
994-Change in inventory	\$250,883	\$0	(\$979,509)	(\$979,509)	100%
995-Depreciation of TCA	\$7,213,241	\$0	\$8,241,398	\$8,241,398	100%
<b>TOTAL</b>	<b>\$35,557,618</b>	<b>\$19,976,862</b>	<b>\$42,420,203</b>	<b>\$22,443,341</b>	<b>53%</b>
Non-TCA projects	\$592,124	\$250,256	\$1,547,977	\$1,297,721	84%
<b>TOTAL EXPENSES</b>	<b>\$36,149,743</b>	<b>\$20,227,118</b>	<b>\$43,968,180</b>	<b>\$23,741,062</b>	<b>54%</b>
<b>EXCESS (DEFICIENCY)</b>	<b>\$2,054,770</b>	<b>\$19,272,816</b>	<b>(\$3,404,445)</b>	<b>(\$22,677,261)</b>	
<b>OTHER</b>					
840-Provincial transfers for capital	\$4,954,981	\$4,830,382	\$16,461,583	\$11,631,201	71%
575-Contributed TCA	\$150,000	\$0	\$0	\$0	
597-Other capital revenue	\$57,455	\$78,000	\$646,970	\$568,970	88%
630-Proceeds of sold TCA asset	\$1,523	\$75,000	\$556,000	\$481,000	87%
	\$5,163,959	\$4,983,382	\$17,664,553	\$12,681,171	72%
<b>EXCESS (DEFICIENCY) - PS MODEL</b>	<b>\$7,218,728</b>	<b>\$24,256,198</b>	<b>\$14,260,108</b>	<b>(\$9,996,090)</b>	
<b>CONVERT TO LG INCOME STATEMENT</b>					
Remove non-cash transactions					
993-NBV value of disposed TCA	\$7,000	\$0	\$772,891	\$772,891	100%
994-Change in inventory	\$250,883	\$0	(\$979,509)	(\$979,509)	100%
995-Amortization of TCA	\$7,213,241	\$0	\$8,241,398	\$8,241,398	100%
Remove TCA revenues					
Total of OTHER per above	(\$5,163,959)	(\$4,983,382)	(\$17,664,553)	(\$12,681,171)	72%
Add LTD principle paid					
832-Principle Payments	\$1,826,572	\$1,035,850	\$2,259,770	\$1,223,920	54%
Add/Deduct LG model TF to/from reserves					
920-Contribution from Capital Reserve	(\$353,085)	\$0	\$0	\$0	
930-Contributions from Operating Reserve	\$0	\$0	(\$1,897,104)	(\$1,897,104)	100%
762-Contribution to Capital (funding TCA projects)	\$3,583,050	\$0	\$2,732,669	\$2,732,669	100%

	2013 Actual	2014 Actual	2014	\$ Variance	% Variance
	Total	Total	Budget		
763-Contribution to Capital Reserves	\$2,889,832	\$0	\$1,435,000	\$1,435,000	100%
764-Contribution to Operating Reserves	\$1,579,524	\$0	\$100,000	\$100,000	100%
EXCESS (DEFICIENCY) - LG MODEL	\$0	\$18,236,966	\$0	(\$18,236,966)	

Code	Project Name	Total costs	Costs in prior years	Costs in current year up to Sep 30, 2014	2014 Budget	2014 Budget Remaining on Sep 30, 2014	Status Update on Sep 30, 2014	Percentage of Completion (%)
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**Administration Department**

(6/01)	Signs with Flags for FV Office (CF)	6,940	1,607	5,333	23,393	18,060	Sign installed. Metal works need replacing and working on flowerbeds.	75%
(6/02)	Alarm System for FV Office (CF)	49,128	39,750	9,378	9,378	-	Completed	100%
(6/04)	FV Office Building Improvements (roof and other) (CF)	136,806	127,787	9,019	22,213	13,194	In progress	95%
(6/05)	Virtual City Hall (CF)	15,585	15,585	-	4,415	4,415	VCH upgraded; awaiting Tax Certificate customization quote from Diamond Municipal	78%
(6/07)	Wireless infrastructure & access control upgrades	14,537	-	14,537	15,000	463	Completed	97%
(6/08)	Pressure sealer	-	-	-	8,929	8,929	On hold	0%
(6/11)	UPS Replacement (FV)	-	-	-	-	-	Funds re-allocated to Automatic Generator.	
(6/12)	Automatic Generator Unit (FV)	-	-	-	83,400	83,400	Generator install scheduled for October.	60%
(6/13)	Council Chamber Upgrade	-	-	-	22,500	22,500	Obtaining quotes.	20%
(6/14)	Zama Office Entrance (stones and a sign)	-	-	-	18,000	18,000	Planning	0%
(6/15)	Land Purchase from ESRD (CF)	42,673	42,673	-	133,328	133,328	In progress	24%
(6/17)	County House Repairs (CF)	82,157	75,454	6,703	9,570	2,867	Eavestrough replacement and siding on porch complete. Railing on deck and porch roof leaking to be completed.	95%
<i>Total department 12</i>				44,970	350,126	305,156		

**Fire Department**

(6/12)	LC - Repair fire hall parking lot	9,977	-	9,977	45,000	35,023	Awaiting invoices	95%
(6/13)	LC - Combi tool (new)	8,000	-	8,000	8,000	-	Awaiting invoices	1%
(6/14)	LC - Upgrade foam system on tanker (new)	-	-	-	11,000	11,000	On order	1%
(6/19)	LC - Trailer for sprinkler equipment (new)	138	-	138	17,500	17,362	Completion scheduled for September	50%
(6/27)	FV - New tanker/pumper, with equipment	-	-	-	375,000	375,000	Working on tender	1%
(6/30)	FV - Work bench (new)	-	-	-	5,500	5,500	Planning stage	1%
(6/31)	ZA - Power pack (new)	-	-	-	9,500	9,500	Planning stage	1%
<i>Total department 23</i>				18,115	471,500	453,385		

Code	Project Name	Total costs	Costs in prior years	Costs in current year up to Sep 30, 2014	2014 Budget	2014 Budget Remaining on Sep 30, 2014	Status Update on Sep 30, 2014	Percentage of Completion (%)
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Transportation Department

(6/05)	LC 101 St & 103 Ave Reconstruction (CF & New)	1,523,615	1,521,867	1,748	80,195	78,447	Complete	100%
(6/09)	New Road Infrastructure (CF)	312,760	186,734	126,026	313,266	187,240	In progress . Roads to new land - continuous process.	63%
(6/10)	Bridge File 81125 (CF)	143,810	28,452	115,358	320,553	205,195	Complete	100%
(6/11)	BF 81120/79239 (CF)	10,000	10,000	-	250,000	250,000	Tender development	4%
(6/18)	Zama Bearspaw Crescent (CF)	511,294	511,261	33	15,633	15,600	Quotes have been requested for ditch improvements.	97%
(6/21)	Zama Utility Pole Relocation (CF)	53,513	53,513	-	8,943	8,943	Poles are replaced. Ditching to be completed.	90%
(6/26)	LC - 4WD loader	-	-	-	266,000	266,000	Complete	100%
(6/27)	LC & FV - 3 ADW graders (LC 2, FV 1)	-	-	-	1,195,488	1,195,488	1st grader has arrived.	33%
(6/28)	LC - 94th Ave East - Chip seal east to Hwy 697	55,871	-	55,871	345,000	289,129	Complete.	100%
(6/29)	LC - South Access West - paving to Heritage Centre	37,837	-	37,837	1,842,547	1,804,710	Paving in progress.	75%
(6/30)	HL - Golf Course Road Pave	23,162	-	23,162	487,453	464,291	In progress	30%
(6/31)	Zama Access Pave (PH V)	-	-	-	6,000,000	6,000,000	BCF application stage	0%
(6/32)	Lakeside Estate (Three street lights and walking trail from the subc	-	-	-	150,000	150,000	Signed the ATCO permission to proceed. Clearing and base work is complete for the trail.	20%
(6/34)	LC-Blue Hills Pave	-	-	-	2,500,000	2,500,000	BCF application stage	0%
(6/12)	LC - BF 81336 (CF & New)	5,000	5,000	-	50,000	50,000	Engineering assessment in progress	0%
(6/13)	LC - BF 75117 (CF & New)	29,800	29,800	-	325,000	325,000	Assessment complete; working with DRP for partial funding.	8%
(6/37)	LC - Spruce Road Rebuild (CF & New)	35,245	35,245	-	219,755	219,755	In Progress, started beginning of Sept.	15%
(6/38)	LC - Angle broom attachment for Bobcat	6,061	-	6,061	5,700	(361)	Complete	100%
(6/39)	LC - 84-inch hydraulic angle soil conditioner	8,736	-	8,736	8,100	(636)	Complete	100%
(6/40)	LC - Snow blower	-	-	-	49,000	49,000	Complete	100%
(6/41)	FV - River Road seal coat	51,698	-	51,698	345,000	293,302	In progress	15%
(6/42)	LC - 101 St & 100 Ave - Traffic lights	-	-	-	200,000	200,000	Tender to be opened on Oct 14th.	5%

Code	Project Name	Total costs	Costs in prior years	Costs in current year up to Sep 30, 2014	2014 Budget	2014 Budget Remaining on Sep 30, 2014	Status Update on Sep 30, 2014	Percentage of Completion (%)
(6/43)	ZA - Replacement vehicle	-	-	-	38,310	38,310	Completed and awaiting invoice.	100%
(6/44)	ZA - Zero turn mower	7,767	-	7,767	13,000	5,233	Complete	100%
(6/47)	LC - South - Shoulder pull and road rehabilitation	68,970	-	68,970	100,000	31,030	Repaired soft spots on Sand Hills and West LC Road	69%
(6/50)	Gravel Reserve (to secure gravel source) (CF)	1,000	1,000	-	150,000	150,000	In progress. Awaiting survey to be done FV lot 13.	1%
(6/53)	FV - Hamlet asphalt pavement overlay 44th Ave	5,925	-	5,925	60,000	54,075	Awarded to Knelsen and will be completed with 45th St.	10%
(6/54)	FV - Bobcat/tool cat, with flail mower and sander	58,079	-	58,079	65,000	6,921	Complete	100%
(6/55)	FV - Trailer replacement	8,170	-	8,170	8,500	330	Complete	100%
(6/57)	FV - Sand and salt shelter	-	-	-	175,000	175,000	Planning	1%
(6/60)	FV - Cold storage/Emergency generator building	-	-	-	132,250	132,250	Researching other buildings.	1%
(6/61)	FV - Child Lake/Boyer River road rebuilds	-	-	-	123,000	123,000	AT approved \$50k - Planning with AT - Begin Sept	1%
(6/84)	Zama Access Pave (PH IV) (CF)	2,723,374	2,723,374	-	20,000	20,000	Complete	100%
(6/64)	FV - North- Shoulder pull and road rehabilitation	-	-	-	509,261	509,261	In progress	15%
(6/65)	FV - 45th Street repaving	11,696	-	11,696	370,000	358,304	Awarded and construction planned for July to Sept.	3%
(6/82)	HWY 88 Connector Upgrade (CF)	6,950,123	6,889,862	60,261	50,000	(10,261)	Complete	100%
<i>Total department 32</i>				647,398	16,791,954	16,144,556		

**Airport Department**

(6/02)	FV Airport Development (CF)	1,363,667	1,363,667	-	16,382	16,382		99%
(6/04)	LC Instrument Approach (CF)	36,112	36,112	-	13,889	13,889	Ongoing - try to get real answers to determine action steps.	72%
<i>Total department 33</i>				-	30,271	30,271		

**Water Treatment & Distribution Department**

(6/01)	FV - Truck Meter Upgrade	25,129	-	25,129	20,864	(4,265)	Complete	100%
(6/02)	FV - 43rd Water Line Replacement	253,727	-	253,727	344,398	90,671	Complete	100%
(6/06)	ZA - Distribution pump house upgrades (CF & New)	72,679	30,885	41,794	887,684	845,890	AB WWP application submitted	8%

Code	Project Name	Total costs	Costs in prior years	Costs in current year up to Sep 30, 2014	2014 Budget	2014 Budget Remaining on Sep 30, 2014	Status Update on Sep 30, 2014	Percentage of Completion (%)
(6/07)	LC Wells Rehabilitation	16,863	-	16,863	141,763	124,900	Complete. Sand separator has been installed.	99%
(6/18)	High Level Rural Water Line (South)	1,398,672	-	1,398,672	1,665,612	266,940	Complete. May have some final cleanup to do.	84%
(6/19)	FV - 50th St - Water & sewer extension	86,561	-	86,561	580,000	493,439	Design in progress. Scheduling meeting with ratepayers.	15%
(6/21)	FV, LC & ZA - Utility pipeline locator	-	-	-	6,000	6,000	On order	1%
(6/22)	FV - SCADA computer replacement	7,390	-	7,390	7,500	110	Complete	100%
(6/23)	Generators for the three water treatment plants	-	-	-	700,000	700,000	Signed contracts with Nason Group on July 24th.	0%
<i>Total department 41</i>				1,830,136	4,353,821	2,523,685		

#### Sewer Disposal Department

(6/01)	LC Lagoon Upgrade (CF)	2,633,684	1,107,063	1,526,621	5,921,740	4,395,119	Cells are being constructed; 1st claim was submitted to AT	37%
(6/02)	Zama - Lift station upgrade (CF & New)	114,232	1,572	112,660	1,370,919	1,258,259	AB WWP application was submitted	8%
(6/04)	FV - Complete Upgrade Main Lift Station (CF)	54,516	24,917	29,599	50,083	20,484	Complete	100%
(6/08)	LC - Replace pump at main lift station	26,021	-	26,021	27,000	979	Complete	100%
<i>Total department 42</i>				1,694,901	7,369,742	5,674,841		

#### Solid Waste Disposal

(6/01)	Two 40 Yard Bins (CF)	18,280	17,600	680	7,732	7,052	Quotes requested	72%
(6/04)	LC waste transfer stn - Building for recycle centre	-	-	-	7,680	7,680	Re-evaluating options, because quotes were too high.	0%
(6/05)	Rocky Lane waste transfer station - Build up ramp	10,600	-	10,600	12,000	1,400	Complete	100%
<i>Total department 43</i>				11,280	27,412	16,132		

#### Planning & Development Department

(6/01)	Trimble GeoExplorer 6000 XH (CF)	17,000	-	17,000	17,000	-	Unit received, still awaiting training.	90%
(6/04)	Wide format plotter/scanner	11,100	-	11,100	25,500	14,400	Plotter received. Scanner ordered.	55%
<i>Total department 61</i>				28,100	42,500	14,400		

Code	Project Name	Total costs	Costs in prior years	Costs in current year up to Sep 30, 2014	2014 Budget	2014 Budget Remaining on Sep 30, 2014	Status Update on Sep 30, 2014	Percentage of Completion (%)
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**Agricultural Services Department**

(6/01)	HL - Rural Drainage - Phase II & Phase III (CF)	1,087,805	1,093,312	(5,507)	50,000	55,507	Obtaining permit from First Nations	95%
(6/02)	LC - Buffalo Head/Steep Hill/Bear River Drainage (Phase I)	53,984	-	53,984	900,000	846,016	Hydrological study complete and being reviewed by ESRD.	6%
<i>Total department 63</i>				48,477	950,000	901,523		

**Recreation Department**

(6/02)	FV - Capital (requests from Recreation Society)	38,005	-	38,005	115,002	76,997		33%
(6/03)	LC - Capital (requests from Recreation Society)	86,106	-	86,106	232,436	146,330		37%
(6/04)	Grounds Improvements (2014 - FV Walking Trail) (CF)	473,180	473,180	-	74,620	74,620	Awaiting asphalt	90%
(6/05)	Jubilee Park in La Crete (CF)	93,455	33,455	60,000	60,000	-	Paving to be complete any day.	100%
(6/06)	ZA - Capital (requests from Recreation Society)	-	-	-	43,500	43,500	Contractor engaged. Project to be fully completed Spring 2015.	25%
(6/07)	LC Splash Park (CF)	-	-	-	255,000	255,000		0%
(6/08)	FV Splash Park (CF)	166,428	83,214	83,214	227,786	144,572	Goods and material were acquired.	98%
<i>Total department 71</i>				267,325	1,008,344	741,019		

**Parks & Playgrounds Department**

(6/03)	Machesis Lake - Concrete Toilets (CF)	16,775	16,775	-	17,225	17,225	Construction started.	90%
(6/04)	Machesis Lake - Horse camp - road	-	-	-	25,000	25,000	Proposal sent to Alberta Parks.	2%
(6/05)	Bridge campground - Survey & improvements	-	-	-	19,000	19,000	Open house complete, prepping plans for survey.	1%
(6/06)	LC - Jubilee Park - fencing top of the Hill	5,220	-	5,220	5,220	-	Complete	100%
(6/08)	LC - Walking Trails	-	-	-	-	-	Propose transfer to Jubilee Park	
(6/09)	Hutch Lake - Marina improvements	6,563	-	6,563	6,000	(563)	Complete	100%
(6/10)	Wadlin Lake - Grounds improvements	-	-	-	20,000	20,000	Planning stage, awaiting lease approval.	0%
(6/11)	Wadlin Lake - Marina - dock & improvements	7,219	-	7,219	6,000	(1,219)	Complete	100%



Code	Project Name	Total costs	Costs in prior years	Costs in current year up to Sep 30, 2014	2014 Budget	2014 Budget Remaining on Sep 30, 2014	Status Update on Sep 30, 2014	Percentage of Completion (%)
(6/12)	FV - Walking Trails	38,096	-	38,096	10,000	(28,096)	Coding correction	0%
<i>Total department 72</i>				57,098	108,445	51,347		
<b>TOTAL 2013 Capital Projects</b>				<b>4,647,800</b>	<b>31,504,115</b>	<b>26,856,315</b>		





## MACKENZIE COUNTY REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>October 29, 2014</b>
<b>Presented By:</b>	<b>Joulia Whittleton, Chief Administrative Officer</b>
<b>Title:</b>	<b>Meetings with Ministers at AAMDC Convention</b>

**BACKGROUND / PROPOSAL:**

Meetings have been requested with the following Ministers to discuss various topics during the AAMDC Convention in November.

Minister of Environment & Sustainable Resource Development (Hon. Kyle Fawcett)

- Fisheries and Oceans
- Caribou
- Land Sales

Minister of Transportation (Hon. Wayne Drysdale)

- Tolko Bridges
- DMI Road
- Bridge Funding
- Resource Road Funding
- Zama Road

Minister of Municipal Affairs (Hon. Diana McQueen)

- Build Canada Fund

Minister of Energy (Hon. Frank Oberle)

- Oil and Gas Abandonment

We are still waiting for a response to these meeting requests; however, discussion is required in regards to which Mackenzie County representatives will be attending these meetings.

**Author:** C. Gabriel      **Reviewed by:** \_\_\_\_\_ **CAO** \_\_\_\_\_

**OPTIONS & BENEFITS:**

**COSTS & SOURCE OF FUNDING:**

N/A

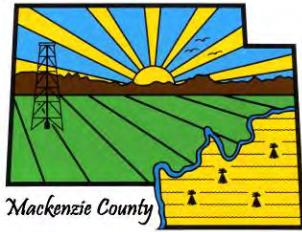
**SUSTAINABILITY PLAN:**

**COMMUNICATION:**

**RECOMMENDED ACTION:**

For discussion.

Author: \_\_\_\_\_ Reviewed by: \_\_\_\_\_ CAO \_\_\_\_\_



## MACKENZIE COUNTY REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>October 29, 2014</b>
<b>Presented By:</b>	<b>Joulia Whittleton, Chief Administrative Officer</b>
<b>Title:</b>	<b>Town of High Level – 2015 Capital Projects Request</b>

**BACKGROUND / PROPOSAL:**

Mackenzie County entered into an agreement with the Town of High Level whereby the County agreed to contribute to the Town’s capital projects as follows:

Recreation Projects	25%
Airport Projects	30%
Fire Department Projects	50%

**OPTIONS & BENEFITS:**

Please review the Town’s request for 2015 Capital Projects.

**COSTS & SOURCE OF FUNDING:**

The County’s 2015 budget will include the capital cost sharing amount for the Town of High Level.

**SUSTAINABILITY PLAN:**

N/A

**COMMUNICATION:**

N/A

**Author:** J. Whittleton      **Review Date:** \_\_\_\_\_ **CAO** JW

**RECOMMENDED ACTION:**

That the Town of High Level 2015 capital request be accepted as presented.

Author: \_\_\_\_\_ Review Date: \_\_\_\_\_ CAO \_\_\_\_\_ JW \_\_\_\_\_

**Town of High Level 2015 Capital Projects - County Contribution**

Department	Project	Total Budget	County Contribution
Fire	Aerial Ladder Truck	\$900,000	\$450,000
Fire	Air bag System Replacement	\$23,000	\$11,500
Fire	Training Grounds Fire Hydrant	\$20,000.00	\$10,000
Fire	Gear / Equipment Dryer	\$15,000	\$7,500
Recreation	Aquatic Centre -Starting Blocks	\$12,000	\$2,400
Recreation	Aquatic Centre -Front Counter/Floor	\$60,000	\$12,000
Recreation	Centennial Park- Tennis Court Surfacing	\$60,000	\$12,000
Recreation	Centennial Park -Irrigation	\$100,000	\$20,000
Recreation	Centennial Park -Gazebo	\$125,000	\$25,000
Recreation	Centennial Park - Zero Turn Mower	\$15,000	\$3,000
Airport	Emergency Power System upgrade (Terminal and Shop)	\$25,000	\$7,500
Airport	Mower (JD 1565 equivalent) c/w hard cab, 72" mower deck, 60" broom, 60" snow blower.	\$55,000	\$16,500
Airport	Pave area around maintenance shop	\$100,000	\$30,000
Airport	Extend water and sewer service to remaining lease tenants	\$450,000	\$135,000
<b>TOTAL</b>		<b>\$1,960,000.00</b>	<b>\$742,400.00</b>

**Two carry over projects from 2014 that have already been approved by the County (need to mention to them)**

		Total	Town's Contribution	County Contribution	Fund Rasing
Fire Department	Hazmat Truck				
	Replacement/Refurbishment	325,000.00	162,500.00	130,000.00	32,500.00
	Fire Hall Ventilation System	80,000.00	40,000.00	40,000.00	







## MACKENZIE COUNTY REQUEST FOR DECISION

<b>Meeting:</b>	<b>Regular Council Meeting</b>
<b>Meeting Date:</b>	<b>October 29, 2014</b>
<b>Presented By:</b>	<b>Joulia Whittleton, Chief Administrative Officer</b>
<b>Title:</b>	<b>La Crete Agricultural Society – Request for Letter of Support</b>

### **BACKGROUND / PROPOSAL:**

Mackenzie County supports various non-profit groups with their initiatives to the benefit of the communities.

### **OPTIONS & BENEFITS:**

Council made a motion to provide a letter of support to La Crete Agricultural Society for the proposed equine centre:

*“That the County send a letter of support to the La Crete Agricultural Society for their application to the Communities Facilities Enhancement Program for the Community Equine Centre.”*

Subsequent to the meeting, the Society has advised that their CFEP application includes other projects and they are now seeking a support letter for the whole application.

Please see the attached list of projects.

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

N/A

### **SUSTAINABILITY PLAN:**

N/A

**Author:** J. Whittleton      **Review Date:** \_\_\_\_\_      **CAO** JW

**COMMUNICATION:**

N/A

**RECOMMENDED ACTION:**

That Mackenzie County provides a letter of support to La Crete Agricultural Society for their application for the Communities Facilities Enhancement Program as requested.

Author: \_\_\_\_\_ Review Date: \_\_\_\_\_ CAO \_\_\_\_\_ JW \_\_\_\_\_

# LA CRETE AGRICULTURAL SOCIETY

## Mackenzie County Grant Application

### Proposed 2015 Capital Initiatives

#### PROJECT DESCRIPTION AND DETAILS

**CAPITAL PROJECTS** as pertaining to this application -----**\$154,225**

(For the entire 2015 capital budget see La Crete Ag Society "Tentative 2015 Budget" included in package)

**TOTAL APPLICATION REQUEST FOR CAPITAL PROJECTS ---\$142,113**

#### **BREAKDOWN:**

The La Crete Mennonite Heritage Village proposes to embark on the following initiatives to further aid the committee, staff, and volunteers as they fulfill their mandate to preserve the local history and cultural heritage, and enhance the quality of life for Northern Alberta residents. The nine capital projects listed are only part of the 2015 La Crete Agricultural Society and the La Crete Mennonite Heritage Village budget.

**1. Forty Fall Fair Table skirts, toppers & clips -----\$3000**

The Fall Fair is organized each year to encourage, promote, and recognize horticultural education, skills in baking, canning, sewing, photography, art, writing, wood work, leatherwork, etc... In appreciation of continued community interest, the Fall Fair Committee is seeking to provide better backdrops for the entries by dressing the tables up with table skirts.

**2. Tractor Teeter Totter for Pioneer Day -----\$3978**

The Pioneer Day event has been happening annually since the mid 1980s to celebrate our culture and to educate the younger generation on our forefather's way of life. The Museum Committee is planning to build a "tractor teeter totter" for a fun contest to add to the day's event.

**3. Outhouses for community events -----\$4400**

Due to community growth and large attendances at our events we need four more outhouses to meet the needs of the public.

**4. Bleacher Repair -----\$9848**

The bleachers at the La Crete Mud Bog site are in need of repair. Each year we see about 800+ people come out to enjoy the Mud Bog races. The Mud Bog serves as a fundraiser for the La Crete Mennonite Heritage Village.

**5. Wire mesh for Museum Tractor & Equipment shed ceilings -----\$1440**

Birds make a huge mess on our antique equipment stored in the museum equipment shed. We wish to apply chicken wire mesh to stop the birds from sitting on the rafters.

**6. Chimney for the Wiebe House -----\$659**

Replacing the chimney in the Wiebe House according safety standards will make it operational for school tours and the Seniors' Supper and Pioneer Day events.

**7. Surveillance Trail Cameras ----- \$900**

Three trail cameras are needed on the La Crete Agricultural Society grounds to monitor vandalism at the community hall, museum village and rodeo grounds.

**MUSEUM CAPITAL EXPENSES OF PART OF 2015 BUDGET -----\$24,225**

**PART OF AMOUNT APPLIED FOR – 50% of above seven projects - \$12,113 plus SEED MONEY FOR ADDITIONAL PROJECTS LISTED BELOW:**

**8. History Book Research & Printing Costs Seed Money----- \$5000**

Copies of the “Heritage of Homesteads, Hardships, and Hope” history books have been sold out for quite a number of years. We propose to write a new two-volume set of books on La Crete history. This will be a multi-year project with costs for printing 500 equaling \$22,410 or 700 copies equaling\$24,976.

**9. Riding Arena Seed Money ----- \$125,000**

The newly formed committee for a riding arena in La Crete is fundraising for a 200’ x 90’ facility to be available for public use year-round. With our large number of young people in the community there is a real need for more structured activities. The \$125,000 will be used as matching funding to apply for a cfep grant.

**TOTAL AMOUNT OF CAPITAL FUNDING APPLIED FOR -----\$142,113**

\_\_\_\_\_ President

\_\_\_\_\_ Secretary



**Mackenzie County  
Action List as of October 14, 2014**

***Council Meeting Motions Requiring Action***

<b>Motion</b>	<b>Action Required</b>	<b>Action By</b>	<b>Status</b>
<b>July 9, 2012 Council Meeting</b>			
12-07-494	That administration proceed as discussed regarding the access to Plan 0023789, Block 1, Lot 1.	John Byron	In progress
<b>February 27, 2013 Council Meeting</b>			
13-02-121	That administration continue to work towards expanding the Fort Vermilion Bridge Campground recreational area by applying for a lease with Alberta Environment & Sustainable Resource Development that encompasses both existing and future area.	Ron P.	Application for lease in progress
<b>May 28, 2013 Council Meeting</b>			
13-05-375	That the Zama Access paving be the first capital priority for paving a road outside a hamlet boundary and that administration continue reviewing options and applying for provincial and/or federal grants as these may become available with intent to complete the paving of this road.	Joulia	In progress Letter sent to DM Rob Penny and meeting held
<b>October 8, 2013 Council Meeting</b>			
13-10-693	That administration be instructed to continue pursuing taking over the lease for the Meander North and Meander South gravel pits from Environment & Sustainable Resource Development (ESRD) and negotiate with ESRD to fund reclamation and survey costs.	Ron P. Mark	In progress
<b>October 30, 2013 Council Meeting</b>			
13-10-798	That administration investigate further options for future bridge replacement.	John K. Ron P.	PW Committee
13-10-833	That administration negotiate with the property owner for the mobile home encroaching into laneway.	Byron Joulia	In progress Will be moved after combining season.
<b>February 26, 2014 Council Meeting</b>			
14-02-116	That the County participate in the Transportation Routing and Vehicle Information System Multi-Jurisdiction (TRAVIS-MJ) permitting system.	Don	In progress
14-02-118	That Tolko, Ainsworth, and the La Crete Sawmills be invited to present their business plans to Council.	Joulia	Tolko – August 6

<b>Motion</b>	<b>Action Required</b>	<b>Action By</b>	<b>Status</b>
<b>March 11, 2014 Council Meeting</b>			
14-03-135	That the road use agreement and the TRAVIS implementation options be referred to the Public Works Committee.	Don	PW Committee
14-03-141	That administration continue to work with bylaw enforcement to enforce proper usage of current utility right-of-ways and that the Public Works Committee draft a maintenance policy and review fine structure for the existing utility lane ways and back alleys.	Ron John	PW Committee
<b>March 26, 2014 Council Meeting</b>			
14-03-187	That administration proceed with revising street names in the Hamlet of La Crete as required, and that a full list be taken back to Council for approval prior to implementation.	Byron	In progress
<b>April 28, 2014 Council Meeting</b>			
14-04-257	That the Zama airport remain as is with a NOTAM and that administration investigate the costs of re-designating and possible reopening of the airport to fixed wing aircraft in the future.	Don	In progress 2014-11-26
14-04-276	That administration bring back a revised Policy DEV001 Urban Development Standards to include low and high pressure sewer system options for all multi-lot development.	Byron	In progress  PW Committee
<b>June 11, 2014 Council Meeting</b>			
14-06-407	That the Community Services Committee be instructed to review the current policy regarding capital funding in regards to non-profit organizations.	Mark Ron	In progress. Policy reviewed by Finance Committee
14-06-421	That administration proceeds with tax recovery options for Winter Petroleum as discussed.	Joulia Mark	In progress
<b>June 23, 2014 Council Meeting</b>			
14-06-439	That the Finance Committee undertakes the Municipal Sustainability Self-Assessment provided by Municipal Affairs and presents the results to Council.	Mark Joulia	Finance Committee
14-06-444	That the existing data supplied by Nichols Applied Management through the regional sustainability study be highlighted at the open houses and made available at the 2015 ratepayer meetings.	Joulia	2015 Ratepayers Meeting
<b>July 14, 2014 Council Meeting</b>			
14-07-457	That the water rate discussion be tabled to the 2015 budget.	Mark	2015 Budget
14-07-467	That administration assesses the local road access width on RR 17-2 and Highway 697 (Blue Hills) and	John	In progress Public Works Committee for

Motion	Action Required	Action By	Status
	RR 14-5 and Highway 697 (4 miles east of La Crete 100 <sup>th</sup> Street).		review
14-07-493	That administration write a response to Mennonite Mutual Insurance Co. (Alberta) Ltd. as discussed.	Joulia	
14-07-494	That administration explore possible projects under the Alberta Community Resilience program.	Management Team	BHP Drainage Application submitted
14-07-496	That a letter be sent to Lyle Fullerton of Alberta Environmental and Sustainable Resource Development inquiring whether or not Bison are tested for tuberculosis and invite him to attend a council meeting.	Grant	2014-12-08
August 6, 2014 Council Meeting			
14-08-516	That a letter be sent to the Fort Vermilion & Area Board of Trade in response to their concern regarding vagrancy in Fort Vermilion.	Ron	In progress
14-08-524	That administration be authorized to release \$55,000 to La Crete Recreation Board for the Program Manager and <b>issue a letter requesting performance measures reporting at the end of the program as discussed.</b>	Mark	In progress
14-08-527	That the 2014 budget be amended to include \$668,000 for BF 75117 capital project with \$417,000 coming from the Disaster Recovery Program and \$251,000 coming from the existing 2014 capital budget for BF 75117, and the remaining pre-approved municipal funds in the amount of \$74,000 be set into the Public Works Reserve and kept in abeyance for this project until the tender is complete and the final Disaster Recovery funding is known.	Mark Ron	In progress
14-08-529	That Council authorizes administration to proceed with preparing engineering estimates from the 2014 budget for the new Fort Vermilion truck route as per the map presented and that the project construction be considered in the 2015 budget.	Ron	2015 Budget
August 27, 2014 Council Meeting			
14-08-557	That a letter be sent to BC Hydro, Alberta Environment, and Alberta Transportation requesting the release of water at the Bennett Dam in order for the La Crete Ferry to be operational and that a status update be requested from BC Hydro on the water monitoring stations.	Joulia	In progress
14-08-563	That the minimum setback requirements for gas lines be reduced to 9 m from a 20 m road allowance and 4 m from a 30 m road allowance, and that administration proceed with creating a rural	Byron	In progress



Motion	Action Required	Action By	Status
	development standards policy which incorporates these changes.		
14-08-574	That a letter be sent to the Minister of Environment and Sustainable Resource Development reiterating that Mackenzie County requests that commercial fishing in Bistcho lake be reinstated. As stated in our original letter the Colby Report assessed 12 lakes and fishing practices in Zone E, no lakes or practices were assessed in Zone G, and it is unfair to impose a ban on commercial fishing in Zone G based on Zone E's practices and lake assessments.	Joulia	
September 24, 2014 Council Meeting			
14-09-599	That Mackenzie County requests the Registrar to cancel the existing Certificate of Title for the following parcels of land and issue new Certificates of Title in the name of Mackenzie County. <ul style="list-style-type: none"> <li>• Tax Roll 230088</li> <li>• Tax Roll 295920</li> </ul>	Mark	In progress
14-09-614	That the County does not assign an address to properties with legal but no physical access and that the development department notifies the affected landowners to resolve access issues and <b>that administration request a legal opinion.</b>	Byron	In progress
14-09-615	That administration proceed with changing the speed limit to 60 km/h on Range Road 15-0 north of Highway 697 adjacent to the country residential subdivision.	John	In progress
14-09-618	That administration be authorized to negotiate an extension to the current contract with Superior Safety Codes for an additional three year term.	Byron	In progress
14-09-619	That administration proceed with enforcing the limitations of the Owner/Operator Business 1 as defined within the Land Use Bylaw, and require current non-compliant business/home owners to be compliant by October 2015.	Byron	
14-09-625	That administration be authorized to proceed with installation of Highway 88 kilometer signs from the intersection of Highway 58 to Red Earth with funding coming from the Non-TCA project.	Ron	In progress Signs ordered
14-09-628	That Mackenzie County supports a regional approach, by working with the Mackenzie Regional Waste Management Commission, for acquiring and establishing a second landfill site via Mackenzie County's land acquisition application to Alberta Environment and Sustainable Resource Development (PLS1303).	Joulia Ron	Mackenzie Waste Meeting 2014-10-18

<b>Motion</b>	<b>Action Required</b>	<b>Action By</b>	<b>Status</b>
14-09-629	That the discussion regarding conferences be moved to the Organizational Meeting.	Carol	2014-10-28
<b>October 14, 2014 Council Meeting</b>			
14-10-643	That administration be authorized to further assist the Machesis Horse Camp group with issuing charitable donation receipts to individuals/companies donating funds to the Machesis Lake Horse Camp Project, and with the administration of funds.	Mark	
14-10-644	That the 2014 budget be amended to include \$253,180 for the purchase and installation of master meters with funding coming from the General Operating Reserve.	Mark	
14-10-645	That administration send a letter to ATCO Electric requesting an extension for meter reading service until the end of June 30, 2015.	Joulia	
14-10-648	That the second access request for SW 12-106-13-W5M be APPROVED contingent on the applicant paying the unauthorized development fee.	John	
14-10-649	That administration be authorized to implement a yearly registration form for rural residents, hamlet residents not in the residential collection program, multifamily dwellings, apartments, trailer courts, and non-profit organizations wishing to have garbage containers for yard site pick up.	Ron	
14-10-650	That Mackenzie County cover the cost of white goods disposal at Mackenzie Regional Waste for County residents.	Ron	
14-10-662	That administration bring back the Fee Schedule bylaw to include a fee for the cost of supplying future rural addressing signs.	Byron	2014-10-31
14-10-665	That the budget be amended to include \$190,000 for the rural addressing project, to cover the cost of the sign installation, with funding coming from the general operating reserve.	Mark	
14-10-666	That the County send a letter of support to the La Crete Agricultural Society for their application to the Communities Facilities Enhancement Program for the Community Equine Centre.	Joulia	
14-10-669	That administration uses County engineering surveys and engineer recommended quantities for all future requests for proposals for rural road reconstruction jobs to be overseen in-house.	Mgmt Team	

Motion	Action Required	Action By	Status
14-10-670	That administration proceed with the Spruce Road Reconstruction Project as discussed.	Joulia John	
14-10-672	That the Mackenzie County organizational chart be approved as presented effective January 1, 2015 and that administration be authorized to engage a professional recruiter to fill the Director's position with funding coming out of operating funds.	Joulia	
14-10-677	That the 2014 budget be amended to include \$2,881.50, as requested by the La Crete Recreation Society, for the replacement of the Natural Gas Head for the Olympia Ice Machine, with funding coming from the Grants to Other Organization Reserve.	Mark	
14-10-680	That administration be authorized to extend the Frontier Veterinary Services Agreement for one year (2015).	Grant	
14-10-681	That a letter be sent to Alberta Health Services and the Premier requesting continuation of funding and dentistry services under the University of Alberta's Dentistry Outreach Program in Northern Alberta at the La Crete, High Level and McLennan locations.	Joulia	
14-10-682	That the following items be included on the Tri-County meeting agenda on October 27, 2014: • P5 (East Peace) Road	Joulia	
14-10-684	That the meeting with Ministers at the AAMDC convention be TABLED to the next meeting.	Carol	2014-10-29
14-10-686	That Council authorize the use of the security currently in place from Vanguard Realty for the purpose of the 25% security required for the developments on a maximum of two lots and that a letter be sent to Vanguard Realty clearly outlining the requirements of Policy DEV003 Multi-Lot/Urban Subdivision Construction and Registration Policy for future developments and that any previous agreements are hereby null and void.	Byron	
14-10-689	That a letter be sent to Susan Siemens in response to the concern regarding the location of the La Crete gun range and the Pioneer Country Cabins and Campsite identifying that the issue of the gun range lease is the responsibility of Alberta Environment and Sustainable Resource Development.	Byron	

Motion	Action Required	Action By	Status
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Community Sustainability Plan – Action Items

Tasks	Responsibility	Approximate Deadline
<b>Sustainable governance items:</b>		
Citizen-engagement plan, formal avenues for active citizen involvement in strategic planning, long-term planning; undertake citizen satisfaction surveys;	CAO	
Local elections – collect, keep and report to Council voter data from municipal elections (comparative between elections);	Carol	
Review and/or establish Council Policy/Procedure on media communications, responding to citizens, contact with Government, etc.;	CAO, Carol	
Establish a Council Library in the Corporate Office (make a variety of municipal government related books and magazines available);	CAO, Carol	Completed
<b>Service delivery items:</b>		
Review standards for the services that are delivered and establish a formal process to review and evaluate compliance with those standards;	Management Team	
<b>Infrastructure items:</b>		
Review and recommend options regarding an infrastructure management system;	Management Team	
Review/develop a plan for maintaining municipal infrastructure;	Management Team	
<b>Economic vitality items:</b>		
Bring options regarding establishing an annual business licensing;	Byron	Completed
<b>Risk management items:</b>		
Review and report to Council regarding a municipal service continuity plan;	Management Team	In progress
Review and report to Council regarding Occupational Health and Safety practices (inclusive of CORE certification status).	CAO	In progress



COUNTY OF  
**Northern Lights**

#600, 7th Ave NW, PO Box 10, Manning AB T0H 2M0  
Phone 780-836-3348 Fax 780-836-3663  
Toll Free 1-888-525-3481

September 24, 2014

85.10.00

Mr. Gordon Dirks  
Minister of Education  
Room 320 Legislature Building  
10800 97 Avenue  
Edmonton AB T5K 0B7

RECEIVED  
OCT 22 2014

**MACKENZIE COUNTY  
FORT VERMILION OFFICE**

Dear Mr. Dirks:

**Re: Education in Northern Alberta**

The Council for the County of Northern Lights recently had a presentation from the Manning Community Adult Learning and Literacy Council regarding some of the challenges, including financial that they have met in meeting the learning needs of adults within our community and area.

Of considerable concern to Council is the low level of essential skills, especially in literacy and numeracy, within the County. The lack of essential skills in both children and adults seriously impacts their ability to contribute to the already strained labour pool in the north. The County has undertaken to provide financial assistance towards essential skills training in adults as the providers of this training struggle with the shortage of funding from the Province. We do not believe that education is a municipal responsibility, and urge the Province to support this growing group of adults who are in need of essential skills training to become strong contributors to our economy.

In addition, Council is concerned with the increase in the number of residents who have low literacy skills and for whom English may be a second language, and are opting to home school their children outside of the home schooling program supported by Alberta Education. Both groups represent a current and emerging labour pool that lack the skills employers require. We strongly believe this is an issue that Alberta Education must recognize.

We believe that the Province has a mandate to ensure that our children receive quality education, and that as part of your strategy for higher student achievement there needs to be a plan in place to ensure that these children being schooled by adults outside of the regular school environment, are receiving the same level of education as those within the school system, and that they do not fall through the cracks. Even within the school system, some students are being taught, and graduate grade 12 with low levels of literacy, making them unemployable.

Mr. Gordon Dirks  
September 24, 2014  
Page 2

The future of economic growth, not only in northern Alberta, but throughout the Province, relies on having a well- educated labour pool. We urge the Province to take a more pro-active and involved approach to ensuring that all children, whether home schooled, schooled through other religious or cultural groups, or in the regular education system, receive the same level and quality of education which the residents of Alberta expect.

Thank you for hearing our concerns, and should you wish to discuss this matter further, we would be happy to have you visit our community.

Yours truly,



Reeve Cheryl Anderson  
County of Northern Lights

Cc: Honorable Heather Klimchuk, Minister of Human Services  
Honorable Frank Oberle – MLA Peace River  
Hector Goudreau – MLA Dunvegan- Central Peace- Notley  
Municipalities in Northern Lakes College Area  
AAMDC  
AUMA



September 26, 2014

**Mackenzie County  
P.O. Box 640  
Fort Vermilion, Alberta  
T0H1N0**

**RE: RCMP Regimental Ball - Donation Receipt**

To whom it may concern:

We would like to take a moment to thank you for your generous donation and support to the 2014 RCMP Regimental Ball held September 13, 2014. All proceeds generated from the event will help fund a full time summer recreation program for youth in the Fort Vermilion area.

It is the support of businesses like yours that make it possible to provide programs to our youth in the community.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Simpson".

S/Sgt. Jeff Simpson  
Fort Vermilion RCMP Detachment

"THANK YOU"

RECEIVED  
OCT 10 2014

**MACKENZIE COUNTY  
FORT VERMILION OFFICE**



Delivery Services  
Peace Region

301, 9621 – 96 Avenue  
Bag 900 Box 29  
Peace River AB T8S 1T4  
Phone: 780-624 6280  
Fax: 780-624 2440

October 7, 2014

Our File: 1515-AAMDC

Ms. Joulia Whittleton, CAO  
Mackenzie County  
P.O. Box 640  
Fort Vermilion, Alberta  
T0H 1N0

Dear Ms. Whittleton:

Re: AAMD&C Fall Convention – November 18-20, 2014

I am pleased to advise that staff from Alberta Transportation will be attending the upcoming Alberta Association of Municipal Districts and Counties' convention in Edmonton to meet with municipal representatives interested in discussing their roadway and water/wastewater needs. Our municipal meetings will likely take place either November 18 or 19 during the convention.

Should you wish to arrange a meeting, please call Bev Cote at (780) 624-6400, toll free by first dialing 310-0000, by October 31 with a list of program/project related issues you wish to discuss. This list can be emailed to [bev.cote@gov.ab.ca](mailto:bev.cote@gov.ab.ca). Meeting date, time and location will be confirmed at that time.

We look forward to having the opportunity to meet with you.

Yours truly,

A handwritten signature in blue ink, appearing to read "DJ", written over a light blue horizontal line.

Danny Jung, P.Eng.  
Acting Regional Director

/bc

cc: Mr. Bill Neufeld, Reeve, Mackenzie County

RECEIVED  
OCT 20 2014

MACKENZIE COUNTY  
FORT VERMILION OFFICE



October 9, 2014

Dear Madame or Sir,

The annual seniors' falls prevention awareness campaign, Finding Balance, runs throughout November across Alberta. Finding Balance raises awareness about seniors' falls and educates older adults, their families and caregivers about falls prevention. Seniors living independently or in care facilities can prevent falls by keeping active, having their medications reviewed, watching their step and speaking up about dizziness. There are many ways Finding Balance can support your efforts to reduce seniors' falls in your community.

This November's Seniors' Falls Prevention month focuses on the 'Keep Active' message. In partnership with UWALK, Finding Balance is hosting a virtual TREK across Alberta. Seniors across the province can join the TREK challenge by counting and recording the number of steps they take from November 1 to 30. The virtual TREK challenge begins in Coutts, Alberta and finishes in Fitzgerald, Alberta. The goal is 3,263,500 steps or 2610 km.

Order free TREK passports and pedometers for seniors in your community. The passport provides information on how to join, count steps, convert minutes of other activities like dancing, biking or shoveling into steps and where to log all steps. Group leaders can log steps for their groups or individuals can log their own steps. Passports may be ordered through [www.findingbalancealberta.ca](http://www.findingbalancealberta.ca) or downloaded at [www.albertavirtualtrek.ca](http://www.albertavirtualtrek.ca)

Display Finding Balance seniors' falls prevention brochures and posters. You may order these resources at [www.findingbalancealberta.ca](http://www.findingbalancealberta.ca). The Finding Balance website also offers activities and resources to engage your clients and educate seniors and their families about preventing falls.

Join the Finding Balance Falls Prevention Network to receive campaign updates and to receive news and up-to-date research related to falls prevention for seniors living in community and residential care.

This year's Finding Balance campaign is supported by the Government of Alberta, Physiotherapy Alberta College + Association, College & Association of Registered Nurses of Alberta, CNIB Alberta and Northwest Territories, Alberta Therapeutic Recreation Association, Alberta Blue Cross, UWALK and YMCA of Northern Alberta.

Contact the Injury Prevention Centre (formerly the Alberta Centre for Injury & Control Research) at [acicr@ualberta.ca](mailto:acicr@ualberta.ca) for further information or questions.

Together, we can take steps to prevent a fall!

Sincerely,



Kathy Belton  
Associate Director  
Injury Prevention Centre

## What is Finding Balance?

Finding Balance is a campaign that educates and empowers Albertans to take an active role in preventing seniors' falls. The campaign promotes real life strategies older adults can implement to reduce their risk of falling. The Injury Prevention Centre (formerly the Alberta Centre for Injury Control & Research) developed Finding Balance along with an advisory committee representing seniors' groups, health care facilities and health care professionals.

### Are seniors' falls that serious?

- Falls are the leading cause of injury for older adults in Alberta.
- 1 in 3 seniors living independently will experience a fall each year, while up to 50% of those in institutions will fall.
- Falls among senior Albertans result in over 8,700 hospital admissions and over 24,000 emergency department visits every year.
- The average hospital admission cost due to a fall is \$20,500.

### Tips for handing out Finding Balance materials

The following points may be helpful to say when you distribute Finding Balance materials:

- Did you know that every year, 1 in 3 seniors in Alberta will fall?
- Anyone can fall, but as you age the risk increases.
- Falls often result in a loss of independence.
- You can take steps to prevent falls.
- Some of the best ways to reduce your risk of falling are:
  - Check your medications: Have your doctor or pharmacist review your medications each year.
  - Keep active: Exercise for strength and balance.
  - Watch your step wherever you are.
  - Speak up about dizziness: Tell your doctor and take action.
  - Have you had a fall recently? Tell your doctor or healthcare provider if you've had a fall.
- If you want more information, you can visit [www.findingbalancealberta.ca](http://www.findingbalancealberta.ca).

### More information about Finding Balance

If you would like more information about the Finding Balance campaign, please call 780-492-6019 or email [acicr@ualberta.ca](mailto:acicr@ualberta.ca).

Thank you for your interest and supporting Finding Balance!

## Watch your step

### Wherever you are

- » Keep pathways, halls and stairways well lit and free of clutter.
- » Ask your healthcare provider about which type of grab bar to use in your bathroom.
- » Watch out for ice, cracks and uneven surfaces while walking.
- » Have your eyes checked every year.
- » Wear shoes that support your feet and have a closed heel.
- » Avoid rushing and doing too many things at once.

## Speak up about dizziness

### Tell your doctor and take action

- » Tell your doctor if you often feel dizzy or lightheaded. There are many different causes of dizziness, including some medications.
- » Ask your healthcare provider to test your blood pressure with you lying down and standing up. You may feel dizzy if your blood pressure drops quickly when you get up.
- » After lying in bed or sitting in a chair, clench your fists and circle your ankles 10 times, then take your time and get up slowly.
- » Dehydration can make you dizzy. Drink 6 to 8 glasses of fluids including water each day, or as directed by your healthcare provider.



## Keep active

### Exercise for strength and balance

- » Regular physical activity and exercise can increase muscle strength, improve balance and help prevent you from falling.
- » Ask your doctor or healthcare provider about the best type of exercise program for you.
- » Do at least 30 minutes of activity every day.
- » Walk, dance or take an exercise class.

## Check your medication

### Talk to your doctor or pharmacist

- » Once a year, have your doctor or pharmacist review all medications.
- » As you age, the way some medications affect you can change and increase your risk of falling.
- » Medications include prescriptions, over-the-counter pills, vitamins and herbal supplements.
- » Medications that relax you, help you sleep or improve your mood can increase your risk of falling.
- » Alcohol affects medication — be careful.



## Keep your independence

Falls prevention isn't just about stopping falls before they happen. It's about continuing to enjoy life's simple moments; it's about playing with your grandchildren and keeping up with old friends. Most of all, falls prevention is about keeping your independence.



## Take steps to prevent a fall

Anyone can fall, but as you grow older, the risk increases. Falls are the leading cause of serious injuries in older adults. The facts don't lie: every year, 1 in 3 Alberta seniors will fall. The good news is that you can take steps to prevent this from happening to you.

***If you've had a fall, be sure to tell your healthcare provider.***

**If you've had a fall, be sure to tell your healthcare provider.**

For more information, call Health Link Alberta  
Toll free 1-866-408-LINK (5465)



[www.findingbalancealberta.ca](http://www.findingbalancealberta.ca)



## ANYONE CAN FALL

*Prevent it from happening to you*



Atten: Julia Whittelfon  
CAO

RECEIVED 2014  
OCT 17 2014

Concerns about gunrange. NE 23-105-16-W5A

MACKENZIE COUNTY  
FORT VERMILION OFFICE

Currently the gunrange located right next to our property, has been shut down, due to allowing lease to expire, since 2012.

We are very concerned about the gunrange possibly reopening in the future.

Since the closure of the gunrange a campsite has been set up, which brings many small children to this area, in the summer.

There are also trails located on our land, leading to the hā-Crete Landing, and to the Peace River. (where the first settlers of Lacrete arrived)

This is a very scenic area, used by a large quantity of people and tourists!

The location of expired lease of gunrange property is not appropriate where it is now, due to the following:

- ① Gunrange needs a buffer zone, but due to being located right next to our property, they don't have one.
- ② Gunshot noise has been frightening at times.
- ③ Campsite located beside gunrange brings lots of children with bikes and Atvs, to this area.
- ④ Trails to La-Crete Landing (where the first settlers of La-Crete arrived) are located on our property, and are used each year by a large quantity of people, with quads, horseback riders, wagon trains, and several schools bring their schoolchildren down for a picnic each year.

Since we have owned this <sup>SE 23-105-16-WSM</sup> property since 1985 and the gunrange started up without notifying us in 1991, we sincerely hope a new location can be found, that is more appropriate, for all concerned.

Honourable Frank Oberle advised us to make sure our concerns were brought to the County Council and ESRD office.

Sincerely hoping a new location can be found for the gunrange.

Best Regards,

Benny & Betty Ann Dick,

Address:  
Box 1480  
La-Crete, AB  
T0H 2H0

cell: 926-1048  
Ph# 780 928-2826

**LA CRETE AGRICULTURAL SOCIETY**

**BOX 791**

**LA CRETE, ALBERTA**

**T0H 2H0**

**(780)928-4447**

**lcagric@telus.net**

**lacreteheritagecentre.com**

October 15, 2014

To the Mackenzie County CAO and Council:

The board of the La Crete Agricultural Society would like to thank the Mackenzie County for their support in reimbursing the La Crete Agricultural Society for the 2014 utilities and insurance for the La Crete Heritage Centre.

We would like to request that the Mackenzie County again reimburse us for the utilities and insurance costs of the La Crete Heritage Centre for the 2015 year.

Also, we wish to inform you that the Henry H. Peters house was vacant in 2014 and that we would appreciate the museum insurance be covered as well.

Thank you.

Sincerely:



John Schmidt

President

La Crete Agricultural Society

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OCT 17 2014

MACKENZIE COUNTY  
FORT VERMILION OFFICE

**LA CRETE AGRICULTURAL SOCIETY**

**BOX 791**

**LA CRETE, ALBERTA**

**T0H 2H0**

**(780)928-4447**

**lcagric@telus.net**

**lacreteheritagecentre.com**

October 15, 2014

To the Mackenzie County CAO and Council:

When the La Crete Heritage Centre was built in 2005 two bank loans resulted as well as \$190,000 of debt to four personal lenders. Lots of progress has been made in the bank loans thanks to ongoing donations from local businesses, but none in the repayment of the personal lender debt.

From time to time the executive on the board changes and every new director is always hit with the shock of the existing personal lender debt. The board would like to hear what the Mackenzie County would propose as a solution. Would Mackenzie County please consider committing to a portion over some number of years to pay this off without interest?

We have applied to cfep, Suncor, Syncrude, and Shell for grant money, but all the applications were declined. Our present revenue still does not allow for repayment of this debt – as you can see by the enclosed tentative 2015 Heritage Centre budget.

Sincerely:



John Schmidt  
President  
La Crete Agricultural Society


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OCT 17 2014


MACKENZIE COUNTY  
FORT VERMILION OFFICE



**La Crete Heritage Centre/La Crete Agricultural Society**  
**Proposed Heritage Centre Budget for October 1, 2014 – September 30, 2015**

<b>REVENUE</b>	<b>2015</b>
Donations - Knelsen Sand & Gravel - Heritage Centre Payments \$5800 x 12 months	69,600
Gift Shop Profit	200
Rental:	<u>76,500</u>
Large Hall	55,000
Small Hall	12,000
North-end	7000
Meeting Room	2500
Utilities & Insurance	38,000
Reimbursement– Mackenzie County	
GST Income	1,300
<b>TOTAL REVENUE</b>	<b>185,600</b>
<b>EXPENSES</b>	
Advertising & Promotions	1,000
Amortization	46,000
Garbage Removal & Bin Rent	2500
GST Expense	1000
Insurance	7600
Interest & Bank Charges	100
Janitorial Cleaning Supplies	1500
Long Term Debt Interest	14,000
Miscellaneous	500
Office Supplies	2500
Parking Lot Pad	3500
Repair & Maintenance	5,000
Telephone & Internet Services	3000
Utilities	38,000
Wage Expenses – ½ Program Coordinator + Janitor + Maintenance Man, + EI, CPP, Holiday Pay, etc...	61,548
<b>TOTAL EXPENSES</b>	<b>187,748</b>
<b>NET INCOME</b>	<b>-\$2148</b>

  
 \_\_\_\_\_  
 John Schmidt – President

  
 \_\_\_\_\_  
 Susan Siemens –Program Coordinator

October 16, 2014

His Worship Bill Neufeld  
Reeve  
Mackenzie County  
Box 640  
Fort Vermilion, AB. T0H 1N0

Dear Reeve Neufeld:

**Re: Alberta Association of Municipal Districts and Counties Fall 2014 Convention**

Alberta Environment and Sustainable Resource Development is once again pleased to be part of the Alberta Association of Municipal Districts and Counties (AAMDC) 2014 Fall Convention at the Shaw Conference Centre\* on November 18-20, 2014.

On behalf of the Peace Region it is our pleasure to meet with you, either at the AAMDC Convention or at your home location on an alternate date, to discuss any issues or concerns you may have related to environmental legislation, programs, standards and guidelines or projects.

Should you wish to meet at the AAMDC Convention, we will be constrained to a 30 minute meeting, which does not offer sufficient time for meaningful dialogue, while a longer meeting could be scheduled on an alternate date.

If you would like to schedule a meeting, please contact **Karen McDonald** at 780-427-7660\*\*.

When booking your dates and times please provide us with your agenda items so we are better prepared to respond appropriately to your questions or concerns.

**Please book your appointment no later than November 1, 2014.**

We look forward to working with you.

Sincerely,



Darcy Beach  
Regional Director, Operations, Peace Region



MACKENZIE COUNTY  
FORT VERMILION OFFICE

\* Shaw Conference Centre is located at 9797 Jasper Avenue NW, Edmonton.

\*\* To reach any Government of Alberta office toll free, dial 310-0000, and then enter area code and phone number.