

**MACKENZIE COUNTY
REGULAR COUNCIL MEETING
Wednesday, September 29, 2010
4:00 p.m.**

**Council Chambers
Fort Vermilion, Alberta**

AGENDA

			Page
CALL TO ORDER:	1.	a) Call to Order	
AGENDA:	2.	a) Adoption of Agenda	
ADOPTION OF PREVIOUS MINUTES:	3.	a) Minutes of the September 14, 2010 Regular Council Meeting	9
BUSINESS ARISING OUT OF THE MINUTES:	4.	a) b)	
DELEGATIONS:	5.	a) Town of Rainbow Lake – 4:15 p.m. Service Sharing Agreement	
		b) DMI – 2010 General Development Plan 5:00 p.m.	23
		c) L & P Disposals – 5:30 p.m.	43
		d) Larry Neufeld – Chair, Council Remuneration Review Committee – 5:45 p.m.	
		e) Fort Vermilion Water Spray Park	
		f)	
		g)	
GENERAL REPORTS:	6.	a) b)	

PUBLIC HEARINGS:	Public Hearings scheduled for 4:30 p.m.		
	7.	a) Bylaw 755-10 Road Closure – Fort Vermilion Airport SE 28-108-12-W5M (Fort Vermilion Rural)	47
TENDERS:	8.	a) None	
COUNCIL COMMITTEE, CAO AND DIRECTORS REPORTS:	9.	a) None	
CORPORATE SERVICES:	10.	a) Bylaw 778-10 Water and Sewer Services	59
		b) FIN023 Policy Local Improvement Charge Cancellation	61
		c) Finance and Investment Report – August 31, 2010	63
		d) 2011 Budget Update	73
		e) Electoral Boundary Review	75
		f) Council Remuneration Review Committee	87
		g) 2010 Municipal Census	95
		h) October 13, 2010 Regular Council Meeting	97
		i) Think Local Market Initiative	99
		j) Fort Vermilion Dressing Room Addition Project (Rink Program)	
		k)	
		l)	
OPERATIONAL SERVICES:	11.	a) Policy PW026 – License Agreement for Undeveloped Road Allowance	105
		b) Tompkins Landing Ice-Bridge	119
		c) Waste Hauling Contract	153

	d)	Rural Water Line Project	187
	e)	Gravel Crushing 2011	189
	f)	High Level East Water Management Project	191
	g)		
	h)		
PLANNING AND DEVELOPMENT:	12.	a) Bylaw 764-10 Road Closure – Maree Vervoort (High Level Rural)	193
		b) Bylaw 767-10 Road Closure All that Portion of Road and Corner Cut-Offs Lying within Plan 082 9175 (Knelsen Sand and Gravel Subdivision) (La Crete)	207
		c) Bylaw 776-10 Land Use Bylaw Amendment to Rezone Part of NW 3-106-15-W5M from Hamlet Commercial District 1 “HC1” and Hamlet Commercial District 2 “HC2” to Hamlet Country Residential District 1 “HCR1” (La Crete)	221
		d) 13-SUB-09 Ronald and Donna Lambert Subdivision Time Extension on SW 7-109-13-W5M	229
		e) 23-SUB-09 Randy and Lorraine Renauer (High Level Rural)	249
		f) 2010 Alberta Development Officers Association Conference	263
		g)	
		h)	
EMERGENCY AND ENFORCEMENT SERVICES:	13.	a)	
		b)	
INFORMATION / CORRESPONDENCE:	14.	a) Information/Correspondence Items	267

**IN CAMERA
SESSION:**

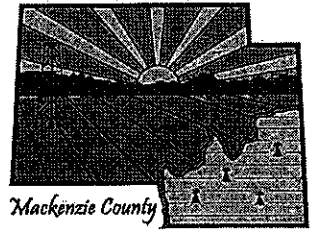
- 15. a) Personnel
- b) CAO Recruitment
- c) Land Purchase in the Hamlet of Zama
- d) Veterinary Services Negotiations
- e) Intensive Livestock Sighting Negotiations
- f)

**NEXT MEETING
DATE:**

- 16. a) Regular Council Meeting
Wednesday, October 13, 2010
10:00 a.m.
County Office, Fort Vermilion, AB

ADJOURNMENT:

- 17. a) Adjournment



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 29, 2010
Presented By:	William Kostiw, Chief Administrative Officer
Title:	Minutes of the September 14, 2010 Regular Council Meeting

BACKGROUND / PROPOSAL:

Minutes of the September 14, 2010 Regular Council meeting are attached.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

RECOMMENDED ACTION:

That the minutes of the September 14, 2010 Regular Council meeting be adopted as presented.

Author: C. Gabriel

Review by: _____ CAO

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**MACKENZIE COUNTY
REGULAR COUNCIL MEETING**

**Tuesday, September 14, 2010
10:00 a.m.**

**Council Chambers
Fort Vermilion, Alberta**

PRESENT: Greg Newman Reeve
Walter Sarapuk Deputy Reeve
Peter F. Braun Councillor
Dicky Driedger Councillor
John W. Driedger Councillor
Ed Froese Councillor
Bill Neufeld Councillor
Ray Toews Councillor
Lisa Wardley Councillor

ABSENT: Stuart Watson Councillor

ADMINISTRATION: William (Bill) Kostiw Chief Administrative Officer
Joulia Whittleton Director of Corporate Services
John Klassen Director of Operations South
Marion Krahn Acting Supervisor of Planning & Development
Carol Gabriel Executive Assistant

ALSO PRESENT: Members of the media and the public.

Minutes of the Regular Council meeting for Mackenzie County held on September 14, 2010 at the Council Chambers in Fort Vermilion, Alberta.

CALL TO ORDER: 1. a) Call to Order

Reeve Newman called the meeting to order at 10:05 a.m.

AGENDA: 2. a) Adoption of Agenda

MOTION 10-09-731 MOVED by Councillor Braun

That the agenda be adopted with the following additions:

11. h) Resource Roads

15. e) Tall Cree Housing Water Supply Payment

11. i) Highway 88

CARRIED

**ADOPTION OF
PREVIOUS MINUTES:**

3. a) **Minutes of the August 25, 2010 Regular Council Meeting**

MOTION 10-09-732

MOVED by Councillor Wardley

That the minutes of the August 25, 2010 Regular Council meeting be adopted as presented.

CARRIED

**BUSINESS ARISING
OUT OF THE MINUTES:**

4. a) **None**

DELEGATIONS:

5. a) **None**

GENERAL REPORTS:

6. a) **Parks and Recreation Committee Meeting Minutes – June 23, 2010**

MOTION 10-09-733

MOVED by Councillor D. Driedger

That the Parks and Recreation Committee meeting minutes of June 23, 2010 be received for information.

CARRIED

6. b) **Mackenzie Housing Management Board Meeting Minutes – June 28, 2010**

MOTION 10-09-734

MOVED by Councillor Toews

That the Mackenzie Housing Management Board meeting minutes of June 28, 2010 be received for information.

CARRIED

6. c) **Inter-Municipal Planning Commission Meeting Minutes**

MOTION 10-09-735

MOVED by Councillor Froese

That the Inter-Municipal Planning Commission meeting minutes be received for information.

CARRIED

PUBLIC HEARINGS:

7. a) **None**

TENDERS:

8. a) **AJA Friesen Water Management Project Tender**

MOTION 10-09-736

Requires 2/3

MOVED by Councillor Braun

That the 2010 capital budget be amended by increasing the AJA Friesen Water Management project funding by \$832,415, with the total estimated project cost being \$1,006,924, and that the additional funding be derived from the \$469,429 Wolfe Lake Road Project transfer to AJA Friesen Water Management Project and by drawing \$362,986 from the Road Reserve.

CARRIED

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

9. a) Council Committee Reports

Councillor D. Driedger reported on the AAMDC Zone meeting in La Crete, Veterinary Advisory Committee, First Nation consultations with SRD, Tompkins Ferry meeting, Tri-Council meeting in Rainbow Lake, Tompkins Fire Hall meeting, La Crete Ferry Campground grand opening, and the Agricultural Service Board meeting.

Councillor Wardley reported on the Regional Economic Development Initiative, Zama Recreation Society, and the Mackenzie County Library Board.

Councillor Teews had no items to report.

Councillor J. Driedger reported on the Municipal Planning Commission, Community Futures, Tompkins Building Committee, Veterinary Advisory Committee, Enhanced Policing, Inter-municipal Planning Commission, and the meeting with Minister Oberle.

Deputy Reeve Sarapuk reported on the Finance Committee, and the REDI annual general meeting.

Reeve Newman reported on the AAMDC Zone meeting in La Crete, Tri-Council meeting in Rainbow Lake, meeting with the Minister of Transportation, and the meeting with Sustainable Resource Development.

Councillor Braun reported on the AAMDC Zone meeting in La Crete, La Crete Recreation Board, Enhanced Policing, REDI tourism meeting, transportation meeting in Peace River, La Crete Ferry Campground grand opening, La Crete Pioneer Day, 100th Avenue final inspection, and the REDI annual general meeting.

Councillor Froese reported on the AAMDC Zone meeting in La

Crete, Municipal Planning Commission, and the Tompkins Ferry meeting.

Councillor Neufeld reported on the AAMDC Zone meeting, Finance Committee meeting, REDI annual general meeting, and the Agricultural Service Board meeting.

MOTION 10-09-737

MOVED by Councillor Neufeld

That the Council committee reports be received for information.

CARRIED

9. b) CAO and Director Reports

Councillor Toews left the meeting at 10:34 a.m.

MOTION 10-09-738

MOVED by Councillor Wardley

That the County purchase a table of 8 for the La Crete Community Library Salmon Grill on October 30, 2010.

CARRIED UNANIMOUSLY

MOTION 10-09-739

MOVED by Councillor Wardley

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

CARRIED

Reeve Newman recessed the meeting at 11:00 a.m. and reconvened the meeting at 11:12 a.m. with all members present.

**CORPORATE
SERVICES:**

10. a) Bylaw 771-10 Fee Schedule

MOTION 10-09-740

MOVED by Councillor Braun

That second reading be given to Bylaw 771-10 being the Fee Schedule Bylaw as amended.

CARRIED

MOTION 10-09-741

MOVED by Councillor Toews

That third reading be given to Bylaw 771-10 being the Fee Schedule Bylaw as amended.

CARRIED

10. c) Request for Refund of Property Taxes

MOTION 10-09-742
Requires 2/3

MOVED by Councillor Neufeld

That the local improvement levies of \$628.97 (Roll 181096), \$298.73 (Roll 082369), \$293.30 (Roll 082368), \$185.68 (Roll 076857), and \$475.77 (Roll 072022) totaling \$1,882.45 be refunded to the La Crete Municipal Nursing Association.

CARRIED

MOTION 10-09-743

MOVED by Councillor Braun

That Policy FIN023 be amended to include local improvement on properties under rolls 181096, 082369, 082368, 076857, 072022 of the La Crete Municipal Nursing Association.

CARRIED

10. d) Write Off Property Taxes

MOTION 10-09-744
Requires 2/3

MOVED by Councillor J. Driedger

That Council authorize writing off tax arrears of \$18,034.86 for Plan 2938RS, Block 2, Lot 9 and \$6,356.73 for Plan 2938RS, Block 2, Lot 18 and \$151.09 for Plan 2938RS, Block 2, Lot 6 for a total of \$24,542.68.

CARRIED

Reeve Newman recessed the meeting at 12:05 p.m. and reconvened the meeting at 12:44 p.m.

11. d) Ice-Bridge Tender (Local)

MOTION 10-09-745

MOVED by Councillor D. Driedger

That administration proceed to prepare a tender for the local ice-bridge contract for review by Council.

CARRIED

11. e) Tompkins Summer Crossing

MOTION 10-09-746

MOVED by Councillor D. Driedger

That administration explore the option of a causeway across the sandbar at the Tompkins Ferry crossing.

CARRIED

11. f) Access to SE 26-104-14-W5

MOTION 10-09-747

MOVED by Councillor Toews

That the access to SE 26-104-14-W5 be received for information.

DEFEATED

MOTION 10-09-748

MOVED by Councillor J. Driedger

That administration facilitate a mediation for an access agreement to SE 26-104-14-W5.

CARRIED

10. h) Electoral Boundary Review Update

MOTION 10-09-749

MOVED by Councillor Braun

That the electoral boundary review update be TABLED to the next meeting.

CARRIED

10. i) 2010 Municipal Election – Advance Vote

MOTION 10-09-750

MOVED by Reeve Newman

That an Advance Vote be held for the 2010 municipal elections in a timely fashion.

CARRIED

11. g) ARPA Conference

MOTION 10-09-751

MOVED by Councillor Braun

That two members of the Parks Committee be authorized to attend the annual Alberta Recreation & Parks Association Conference from October 21 – 23, 2010 in Jasper, Alberta.

CARRIED

11. h) Resource Roads (ADDITION)

MOTION 10-09-752

Requires unanimous

MOVED by Councillor Wardley

That Council approve applying for Resource Roads funding using Stewart, Weir & Co. Ltd.

CARRIED

MOTION 10-09-753

Requires Unanimous

MOVED by Councillor J. Driedger

That Council request funding for the 88 Connector under the Resource Roads Program.

DEFEATED

MOTION 10-09-754

Requires Unanimous

MOVED by Councillor Wardley

That Council request funding for Zama Access and the 88 Connector under the Resource Roads Program.

DEFEATED

MOTION 10-09-755

Requires Unanimous

MOVED by Reeve Newman

That Stewart, Weir Co. Ltd. prepare Resource Road applications for the Zama Access and the 88 Connector for review by Council.

DEFEATED

11. i) Highway 88 (ADDITION)

MOTION 10-09-756

Requires Unanimous

MOVED by Councillor Neufeld

That a letter be sent to the Minister of Transportation to continue moving forward with the paving of Highway 88.

CARRIED

12. c) 202-DP-10 Jacob J. Wolfe (La Crete)

MOTION 10-09-757

MOVED by Councillor J. Driedger

That Development Permit 202-DP-10 on Part of NE 3-106-15-W5M in the name of Jake J. Wolfe be approved as amended.

CARRIED

12. d) Range Road 15-2 to RV Park

MOTION 10-09-758

MOVED by Councillor J. Driedger

That administration be directed to bring back a Local Improvement bylaw for the extension of Range Road 15-2, south of La Crete Access South, to Part of SW 35-105-15-W5M (Plan 012 1774, Lot 1).

Councillor J. Driedger requested a recorded vote.

CARRIED UNANIMOUSLY

**EMERGENCY &
ENFORCEMENT
SERVICES:**

13. a) Request to Waive a Fire Invoice – Peter & Leona Wolfe

MOTION 10-09-759

MOVED by Councillor Braun

That the request to waive a fire invoice from Peter & Leona Wolfe be received for information

CARRIED

**PLANNING &
DEVELOPMENT:**

12. a) Bylaw 775-10 to Amend Bylaw 748/09 Consolidation of Plan 2938RS, Block 3, Lots 3 and 4 (Fort Vermilion)

MOTION 10-09-760

MOVED by Councillor Wardley

That first reading be given to Bylaw 775-10, being a Bylaw amending the Lot number 3 to Lot number 14 in Bylaw 748/09, being for the cancellation of Plan 2938RS, Block 3, Lot 3 and Plan 2938RS, Block 3, Lot 4, for the purpose of consolidation.

CARRIED

MOTION 10-09-761

MOVED by Councillor Braun

That second reading be given to Bylaw 775-10, being a Bylaw amending the Lot number 3 to Lot 14 in Bylaw 748/09, being for the cancellation of Plan 2938RS, Block 3, Lot 3 and Plan 2938RS, Block 3, Lot 4, for the purpose of consolidation.

CARRIED

MOTION 10-09-762
Requires Unanimous

MOVED by Councillor J. Driedger

That consideration be given to go to third reading of Bylaw 775-10, being a Bylaw amending the Lot number 3 to Lot 14 in Bylaw 748/09, being for the cancellation of Plan 2938RS, Block 3, Lot 3 and Plan 2938RS, Block 3, Lot 4, for the purpose of consolidation.

CARRIED UNANIMOUSLY

MOTION 10-09-763

MOVED by Deputy Reeve Sarapuk

That third reading be given to Bylaw 775-10, being a Bylaw amending the Lot number 3 to Lot 14 in Bylaw 748/09, being for the cancellation of Plan 2938RS, Block 3, Lot 3 and Plan 2938RS, Block 3, Lot 4, for the purpose of consolidation.

CARRIED

12. b) 21-SUB-09 Parkland Industries Ltd. Subdivision Time Extension on Plan 062 8217, Block 17, Lot 11

MOTION 10-09-764

MOVED by Councillor Braun

That a Subdivision Time Extension be granted for Subdivision 21-SUB-09 on Plan 062 8217, Block 17, Lot 11 in the name of Parkland Industries Ltd. to expire September 31, 2011.

CARRIED

10. g) Travel Alberta Tourism Leadership Symposium

MOTION 10-09-765

MOVED by Councillor Wardley

That the Tourism Leadership Symposium in Red Deer on October 12 – 14, 2010 be received for information.

CARRIED

IN CAMERA SESSION:

MOTION 10-09-766

MOVED by Councillor J. Driedger

That Council move in-camera to discuss issues under the Freedom of Information and Protection of Privacy Regulations 18 (1) at 1:40 p.m.

- 15. a) Personnel
- 15. b) Inter-Municipal Negotiations (Rainbow Lake)
- 15. c) Land Negotiations (SRD)
- 15. d) Veterinary Services Contract Negotiations

15. e) Tall Cree Housing Water Supply Payment

CARRIED

MOTION 10-09-767

MOVED by Councillor J. Driedger

That Council move out of camera at 2:21 p.m.

CARRIED

10. b) Rural Waterline Connection Fee

MOTION 10-09-768

MOVED by Councillor Neufeld

That first reading be given to Bylaw 778-10 being the water and sewer system bylaw.

CARRIED

15. a) Personnel

MOTION 10-09-769

MOVED by Councillor Wardley

That the personnel report be received for information.

CARRIED

15. b) Inter-Municipal Negotiations (Rainbow Lake)

MOTION 10-09-770

MOVED by Councillor Froese

That Council adopt the Revenue Sharing Agreement as amended subject to approval by the Town of Rainbow.

CARRIED

15. c) Land Negotiations (SRD)

MOTION 10-09-771

MOVED by Councillor Braun

That a meeting be set up on September 27, 2010 in Fort Vermilion with Sustainable Resource Development to discuss land negotiations.

CARRIED

15. d) Veterinary Services Contract Negotiations

MOTION 10-09-772

MOVED by Councillor D. Driedger

That the Veterinary Advisory Board be authorized to negotiate a Veterinary Services agreement to be brought back to Council.

CARRIED

15. e) Tall Cree Housing Water Supply Payment (ADDITION)

MOTION 10-09-773

Requires Unanimous

MOVED by Reeve Newman

That a notice be placed on all Tall Cree housing residents indicating that the water will be shut off on Monday, September 20, 2010.

CARRIED UNANIMOUSLY

MOTION 10-09-774

MOVED by Reeve Newman

That the following agenda items be TABLED to the next meeting.

10. e) Finance and Investment Report – August 31, 2010

10. f) 2011 Budget Update

11. a) Rural Water Project Update

11. b) Capital Project Update

11. c) Gravel Crushing (2011)

12. e) 2010 Alberta Development Officers Association
Conference

CARRIED

NEXT MEETING DATE: 10/20/10 Regular Council Meeting
Wednesday, September 29, 2010
4:00 p.m.
Council Chambers, Fort Vermilion, AB

ADJOURNMENT: 17. a) Adjournment

MOTION 10-09-775

MOVED by Deputy Reeve Sarapuk

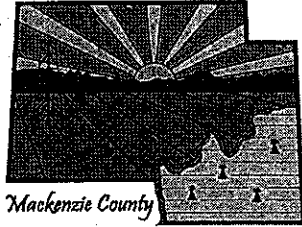
That the Council meeting be adjourned at 2:25 p.m.

CARRIED

These minutes will be presented to Council for approval on September 29, 2010.

Greg Newman
Reeve

William Kostiw
Chief Administrative Officer



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 29, 2010
Presented By:	William Kostiw, Chief Administrative Officer
Title:	DELEGATION – 5:00 p.m. Daishowa Marubeni International Ltd. (DMI)

BACKGROUND / PROPOSAL:

Al Dumouchel and Travis Johnson from DMI Peace River will be in attendance to present their 2010 General Development Plan.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

RECOMMENDED ACTION:

That the presentation by Daishowa Marubeni International Ltd. Peace River Pulp Division on their 2010 General Development Plan be received for information.

Author: C. Gabriel Review by: _____ CAO 



Growing the Future...

General Development Plan

2010



Growing the Future...

Agenda

- Operations
- 2009 Highlights
- 2010 Plans
- Hauling Plans



General Development Plan 2010



Growing the Future...

General Development Plan

- Objectives:
- Schedule and integrate activities:
 - Harvesting
 - Hauling
- Silviculture and Planting Schedule submitted under separate cover.
- Co-ordinate development and reclamation of roads.





Growing the Future...

General Development Plan

- GDP Map:
 - Overview of operations.
 - Proposed haul routes and satellite yards.
 - Shows planned operating areas for 5 years.



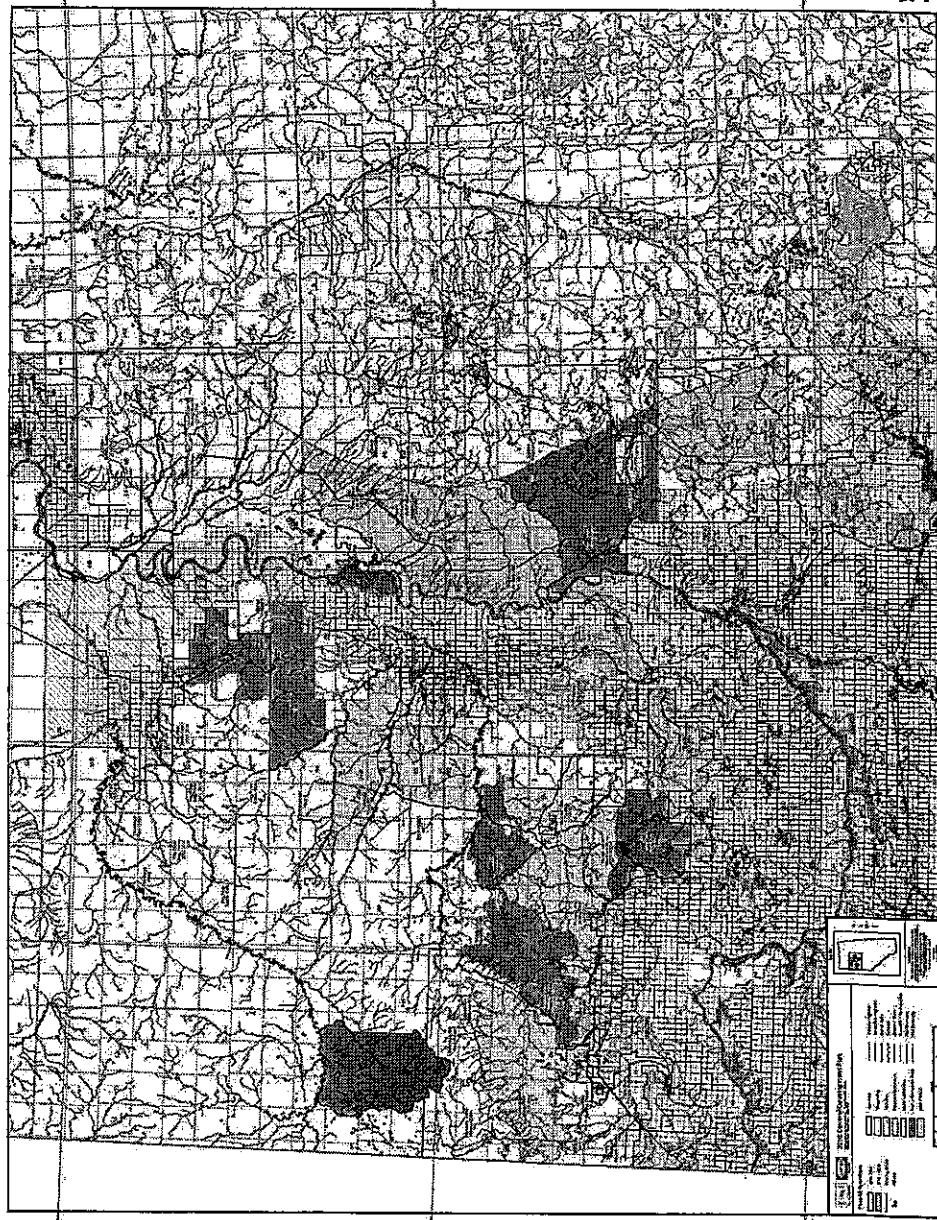
General Development Plan 2010





Growing the Future...

GDP Map



General Development Plan 2010

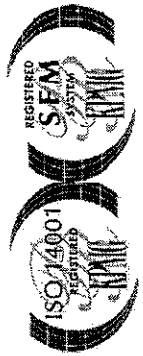
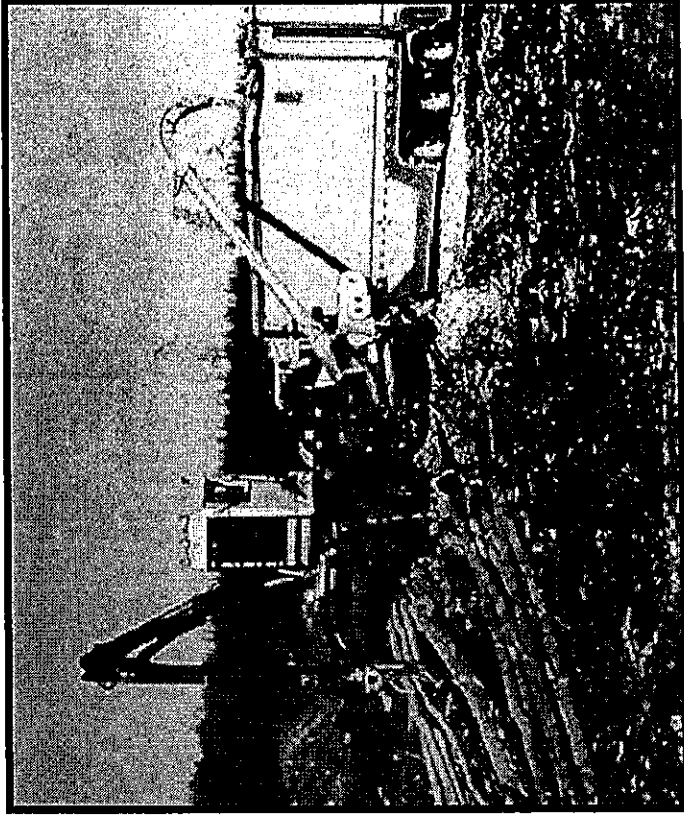




Growing the Future...

Harvest Operations

- Portable chippers
 - Currently 8 operating
 - Crown and private lands
 - Operations run all year round



General Development Plan 2010





Growing the Future...

Highlights – 2009 Season

- Harvested a total of 142 cut blocks on crown land.
 - Total Area (ha): 4,483
 - Average size (ha): 31.6
 - Largest Block (ha): 235.7
 - Smallest block (ha): 0.5





Growing the Future...

2009 Harvest Statistics

2009 Season Harvest Statistics

Disposition	No. of	Block Size (ha)			Total Area (ha)
		Average	Min	Max	
CH-Worsley	3	35	7	57	104
DH-WhitemudT	7	17	6	39	117
DTLP140001	16	12	2	33	187
DTLP160001	18	40	3	181	724
DTLP530001	4	131	36	236	526
DTPP530214	1	70	70	70	70
DTPS210001	36	35	3	165	1,244
EP-KeplerC	11	48	5	173	531
EP-WhiskeyJack	33	20	1	55	676
SU-P2200	13	23	2	63	305
Grand Total	142				4,483
Average		43	13	107	



General Development Plan 2010



Growing the Future...

2010 Season Operations

- Trucking
 - ~400,000 BDT
 - ~20,000 loads
 - Primarily chip trucks (B-train)
 - Satellite yard volume is brought in tree length on Log trucks
 - Satellite yard volume usually consists of salvage, incidental and some wood that is bought.





Growing the Future...

2010 Season Operations

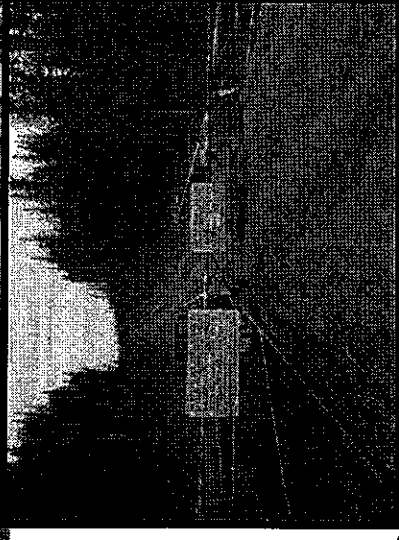
Approximate trucking activity.			
Type	Disposition Description	Volume (BDT)	Truckloads Trucks
DTL	DTLP140001	9,094	417
	DTLP160001	59,290	2,717
	DTLP530001	65,474	3,000
DTP	DTPS210001 (Kimiwan)	25,462	1,167
FMA	CL-Harmon Valley	54,561	2,500
	DH-P2100	101,848	4,667
	EP-Cache Creek	54,561	2,500
	EP-KepplerC s	8,730	400
	EP-Whiskeyjack	1,819	83
	SU-P2200 (P13-113)	18,187	833
	Private	Deadwood	838
	Deerhill	818	38
	Dixonville	2,223	102
	High Prairie	5,393	247
	Nampa	1,039	48
	Saddle Hills	2,211	101
	Tangent	364	17
	Three Creeks	1,950	89
	Whitelaw	5,571	255
	Webberville	1,832	84
Yard	PRPD	43,649	2,000
Total		464,914	21,302

General Development Plan 2010





Growing the Future...



Access

- Roadside sanctuary corridors
 - Roads P2-100, P2-200 and P5-100
(East haul road up to Whiskey Jack Creek Gate).
- Controlled Access
 - Whiskey Jack Creek Bridge (P5-100 road)
 - Keg River Road
 - Restrictions where requested by GOA
- Road construction minimized through co-ordination with other users.





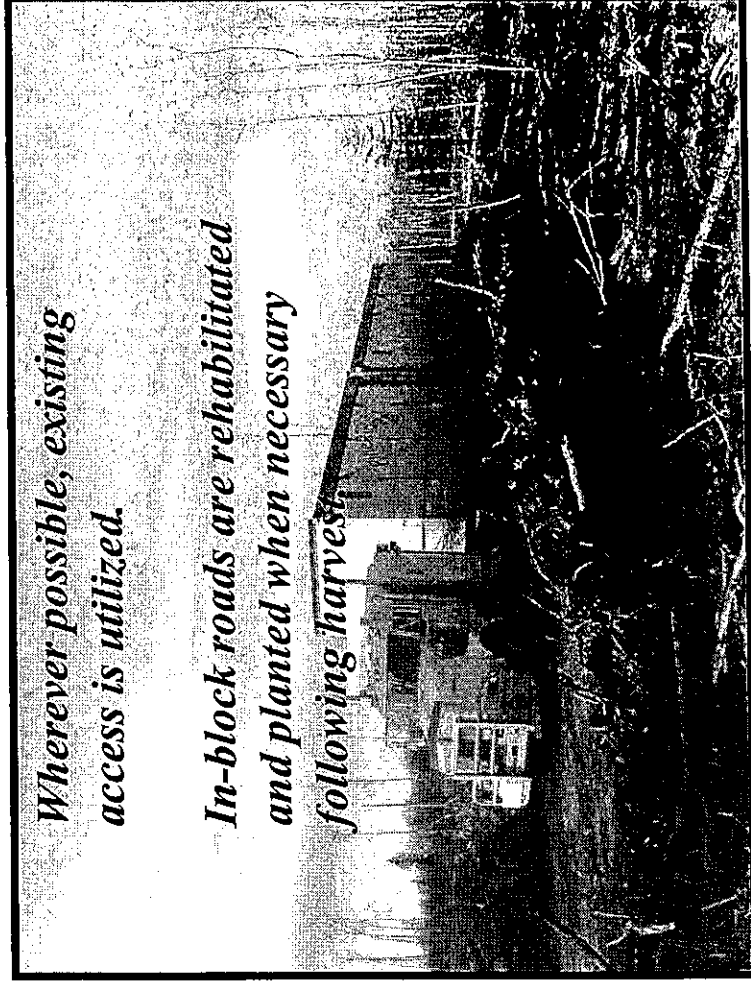
Growing the Future...

Access (cont'd)

- In-block roads in 2009:
 - 94 km of roads built.
 - 25 km of existing roads utilized.
- Existing lines used whenever possible.
- (e.g. seismic, oilfield roads)

Wherever possible, existing access is utilized.

In-block roads are rehabilitated and planted when necessary following harvest.





Growing the Future...

Reforestation



- The system for regeneration surveys changed in 2010
- The only Establishment surveys to be done are those due for April 2011.

Item	Activity (ha)	
	2009	2010
Site Preparation	83	146
Planting	242	340
Stand Tending	310	80
Establishment Surveys	4,390	64
Performance Surveys	449	90



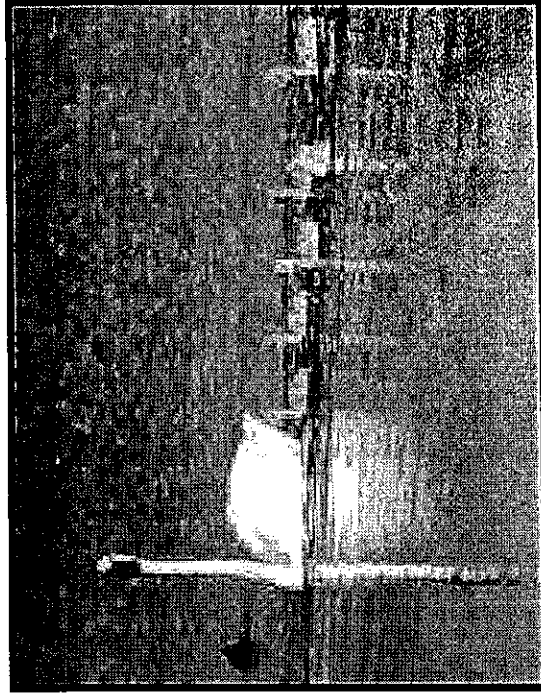
General Development Plan 2010





Growing the Future...

Timing of Operations



- Non-frozen Operations
 - July 16th to freeze-up
- Frozen Operations
 - Freeze-up to break-up
- Operations in satellite yards
 - March to August
- Private land operations
 - June to October
 - February and March
 - (Sourfell operations)



General Development Plan 2010





Growing the Future...

Forest Management Planning

- Development of New Detailed Forest Management Plans
 - Public Advisory Committee meetings continuing
 - Plan Development Team (Quota holders)
- Operational Ground Rules (DMI FMA)
 - Initiated development in Oct 2009
 - Nearing completion for December 2010



General Development Plan 2010



15



Growing the Future...

Environment

- ISO 14001 Registration
 - Registered since 2006.
 - Audited internally and externally each year.
- Certified to CSA Z809-2002 in 2008
- Chain-of-Custody
 - PRFC (wood from certified sources. (FMA))
 - FSC Controlled Wood (wood from controlled sources)





Growing the Future...

Initiatives/Achievements

- Wet Areas Mapping used in planning
 - LiDAR enhanced version in development
- FMA renewed
 - FMA divided into two FMAs West and East of the Peace River
- White Zone
 - DMI completing a Timber Supply Analysis.
- DMI's 20 year anniversary (September 2010)





Growing the Future...

For further information on the General Development Plan, please feel free to contact us:

Trina Tosh
Planning Supervisor
Daishowa-Marubeni International Ltd.
Peace River Pulp Division
Phone: (780) 624-7337
ttosh@prpddmi.com

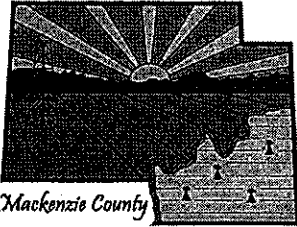
Peggy Pike
Planning Supervisor
Daishowa-Marubeni International Ltd.
Peace River Pulp Division
Phone: (780) 624-7429
ppike@prpddmi.com

Gordon Whitmore
Advisor, Planning and Reforestation
Daishowa-Marubeni International Ltd.
Peace River Pulp Division
Phone: (780) 624-7036
gwhitmore@prpddmi.com

Mikel Jackman
Planning Supervisor
Daishowa-Marubeni International Ltd.
Peace River Pulp Division
Phone: (780) 624-7355
mjackman@prpddmi.com



General Development Plan 2010



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 29, 2010
Presented By:	William Kostiw, Chief Administrative Officer
Title:	DELEGATION – 5:30 p.m. L & P Disposals

BACKGROUND / PROPOSAL:

L & P Disposals will be present to discuss an extension to their current waste hauling contract.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

RECOMMENDED ACTION:

For discussion.

Author: C. Gabriel

Review by: _____

CAO

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

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

Mackenzie County
Fort Vermilion, Ab

September 23rd 2010

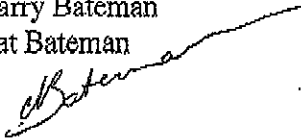
To Whom It May Concern In The Mackenzie County,

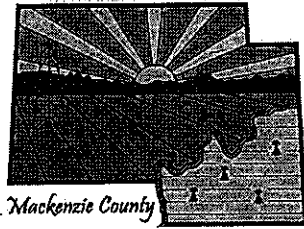
In regards to our current contract for the hauling of the Mackenzie County transfer station waste, we L&P Disposals are requesting a contract extension of 1 year. As outlined in our current contract Page 16, Item 5.15 & Page 25, Item 6.18. We make this request for a 1 year extension of the same terms, covenants and conditions as contained in the current contract.

Thank you for your time and consideration of this matter.

Sincerely,

Larry Bateman
Pat Bateman





MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 29, 2010
Presented By:	Marion Krahn, Acting Supervisor of Planning & Development
Title:	PUBLIC HEARING Bylaw 755-10 Road Closure - Fort Vermilion Airport SE 28-108-12-W5M (Fort Vermilion Rural)

BACKGROUND / PROPOSAL:

Bylaw 755-10, being a road closure bylaw to close and consolidate a portion of undeveloped road allowance east of SE 28-108-12-W5M, lying within the limits of Plan 102 ____ for the purpose of consolidation, received first reading at the March 9, 2010 Council meeting.

This Bylaw was started before Alberta Transportation's request to have public hearings held before any road closure bylaws are submitted to the Minister for approval. As a result, the subject bylaw has been signed and approved by the Minister and is ready for second and third reading.

OPTIONS & BENEFITS:

Mackenzie County is in the process of consolidating all of the Fort Vermilion airport land into one title. Concurrently, a portion of land has been leased from Alberta Sustainable Resource Development (SRD) for the planned airstrip extension.

During the review of the proposed airport survey plan it was noted that the airstrip extension will extend across an undeveloped road allowance into the newly acquired lease from SRD. This road allowance connects to an undeveloped road plan (2116EU) which runs parallel to the Peace River. The subject road allowance then dead-ends into the Peace River. The undeveloped road plan 2116EU can be accessed by an alternate

Author: L. Lambert

Reviewed by: M. Krahn

CAO 

road allowance one mile to the east of the subject road allowance. Therefore the subject road allowance is not necessary and can be closed.

Closing this portion of road allowance will allow the creation of one unobstructed surveyed plan.

COSTS & SOURCE OF FUNDING:

All costs will be borne by Mackenzie County.

RECOMMENDED ACTION:

MOTION 1

That second reading be given to Bylaw 755-10 being a road closure bylaw to close and consolidate a portion of undeveloped road allowance east of SE 28-108-12-W5M, lying within the limits of Plan 102 _____.

MOTION 2

That third reading be given to Bylaw 755-10 being a road closure bylaw to close and consolidate a portion of undeveloped road allowance east of SE 28-108-12-W5M, lying within the limits of Plan 102 _____.

Author: L. Lambert Reviewed by: M. Krahn CAO _____

Mackenzie County

PUBLIC HEARING FOR LAND USE BYLAW AMENDMENT

BYLAW _____

Order of Presentation

_____ This Public Hearing will now come to order at _____.

_____ Was the Public Hearing properly advertised?

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

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

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

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

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

_____ This Hearing is now closed at _____.

REMARKS/COMMENTS:

**Government
of Alberta** ■
Transportation

DIVISIONAL SERVICES 2ND FLOOR, TWIN ATRIA BUILDING
4999-98 AVENUE
EDMONTON, ALBERTA, CANADA
T6B 2X3

TELEPHONE NO: 780-415-1538
FAX NO: 780-415-1268
Toll Free Connection Dial 310-0000

August 18, 2010

MacKenzie County
PO Box 640
Fort Vermilion, Alberta T0H 1N0

Attention: Carol Gabriel, Executive Assistant

RE: ROAD CLOSURE – BYLAW 755/10 (Our File No. SE 28-108-12-5)

Enclosed is the above noted bylaw which was approved by the Alberta Transportation for closure and sale on August 18, 2010.

Please forward or fax to the number listed above with the dates of second and third readings after which you may register the bylaw at Land Titles.

Also attached are two copies of the Utility of Right of Way Agreements with Northern Lights Gas Co-op Ltd. *which must be registered concurrently* with the By-law at Land Titles. After registration, please advise me of the Utility Right of Way Agreement number so I can in turn advise Northern Lights Gas Co-op Ltd..

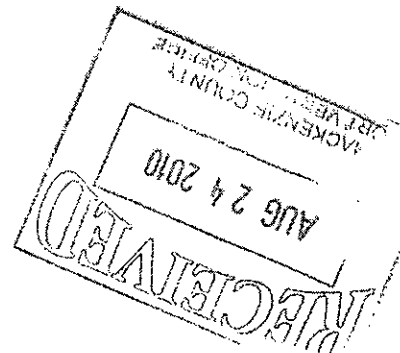
Please contact me if you have any questions or concerns.

Yours truly,



Adrienne Kisko
Land Technologist

cc: Robert Lindsay
Development & Planning Technologist
Peace River, Alberta



BYLAW NO. 755/10

BEING A BYLAW OF
MACKENZIE COUNTY
IN THE PROVINCE OF ALBERTA

FOR THE PURPOSE OF CLOSING A PORTION OF A PUBLIC ROAD
ALLOWANCE IN ACCORDANCE WITH SECTIONS 22, 24 AND 606 OF THE
MUNICIPAL GOVERNMENT ACT, CHAPTER M-26,
REVISED STATUTES OF ALBERTA 2000.

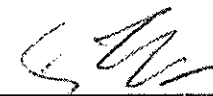
WHEREAS, Council of Mackenzie County has determined that the road allowance as outlined on Schedule A attached hereto, be subject to a road closure, and

WHEREAS, notice of intention of the Council to pass a bylaw has been published in a locally circulated newspaper in accordance with the Municipal Government Act, and

NOW THEREFORE, be it resolved that the Council of Mackenzie County does hereby close and sell the road allowance described as follows, subject to the rights of access granted by other legislation or regulations:

1. Meridian 5 Range 12 Township 108
All that portion of Government Road Allowance
Lying within the limits of Plan 102 _____
containing _____ hectares (____ acres) more or less.
Excepting thereout all mines and minerals.

READ a first time this 9th day of March, 2010

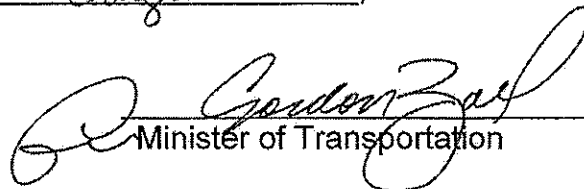


Greg Newman
Reeve



William Kostiw
Chief Administrative Officer

APPROVED this 18 day of August, 2010.



Minister of Transportation

Approval valid for _____ months.

READ a second time this _____ day of _____, 2010.

READ a third time and finally passed this _____ day of _____, 2010.

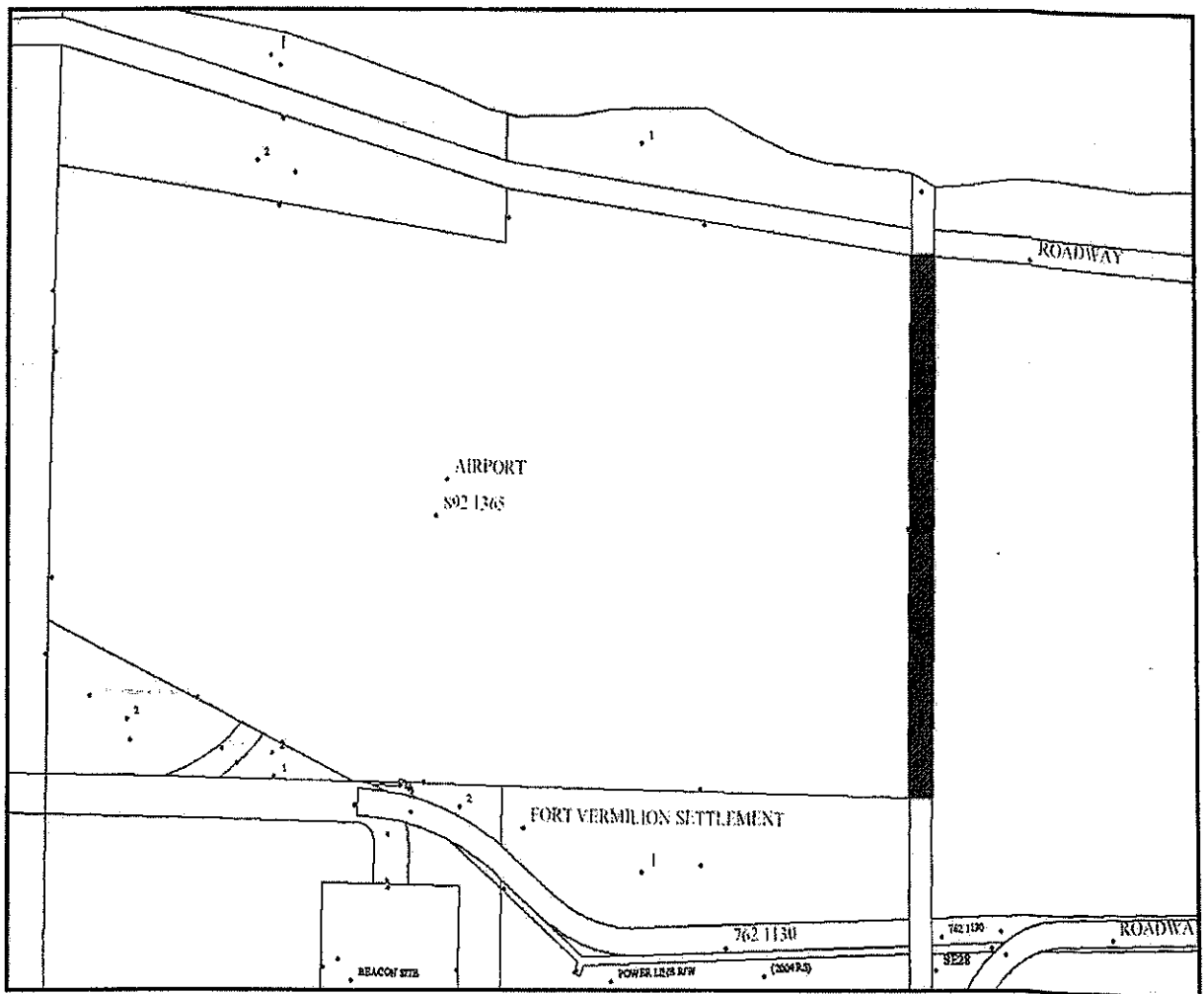
Greg Newman
Reeve

William Kostiw
Chief Administrative Officer

BYLAW No. 755/10

SCHEDULE "A"

1. That the land use designation of the following property known as:
2. Meridian 5 Range 12 Township 108
All that portion of Government Road Allowance
Lying within the limits of Plan 102 _____
containing _____ hectares (_____ acres) more or less.
Excepting thereout all mines and minerals.



UTILITY RIGHT OF WAY

NORTHERN LIGHTS GAS CO-OP LTD. (hereinafter referred to as the "Association"), of LA CRETE, ALBERTA.

WHEREAS the Association proposes to furnish gas service to its members in the Association's franchise area, by means of a natural gas pipeline/or pipelines and related facilities called herein the "distribution system".

AND WHEREAS for the purpose of constructing and maintaining the distribution system on the land of the undersigned, being the registered owner of a parcel of land, subject to such encumbrances, liens and interests as may be notified on existing Certificate of Title and situate in the Province of Alberta, namely:

ALL THAT PORTION OF GOVERNMENT ROAD ALLOWANCE LYING
WITHIN THE LIMITS OF PLAN 102 _____
RESERVING THEREOUT ALL MINES AND MINERALS

NOW THEREFORE in consideration of the sum of One Dollar (\$1.00) paid to me, the receipt of which is hereby acknowledged, I (WE) (hereinafter referred to as the "Grantor")

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
AS REPRESENTED BY THE MINISTER OF TRANSPORTATION

hereby grant to the Association a utility right of way for locating, constructing, maintaining and removing its distribution system including the right to carry out the necessary trimming and cutting of trees and brush, on and over such part of said lands as may be necessary from time to time. Extensions, continuations or branches of the distribution system will, where possible, and with due consideration for costs, be located according to the Grantor's wishes. The utility right of way is hereby granted for as long a period as the Association, its successors and assigns, desires and continues to maintain and operate the distribution system across the said lands.

The Grantor and the Association hereby covenant and agree to the following terms and conditions.

- 1. DAMAGES**
The Association shall pay to the Grantor reasonable compensation for damages to growing crops, fences and livestock occurring as a result of the aforementioned operations, and as soon as weather and soil conditions permit, the Association will, insofar as it is practical to do so, restore the said lands to their condition prior to the Association's entry thereon.
- 2. ADDITIONAL PIPELINES**
In the event the Association separately constructs additional pipelines on the said lands, it shall make every reasonable effort to obtain the approval of the Grantor.
- 3. ABOVE GROUND INSTALLATION**
The Association shall so far as it is practical, locate any above ground installation as to provide a minimum of inconvenience to the Grantor. The Association agrees to negotiate compensation with the Grantor by separate agreement for above ground installations which cause inconvenience to the Grantor.
- 4. LIABILITY**
The Association covenants and agrees to indemnify and save harmless the Grantor from any and all liabilities, damages, costs, claims, suits or actions caused by or resulting from the construction, operation, maintenance and/or any related fixtures and appurtenances affixed to the right of way other than through willfull damage or gross negligence by the Grantor.

UTILITY RIGHT OF WAY

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WHEREAS the Association proposes to furnish gas service to its members in the Association's franchise area, by means of a natural gas pipeline/or pipelines and related facilities called herein the "distribution system".

AND WHEREAS for the purpose of constructing and maintaining the distribution system on the land of the undersigned, being the registered owner of a parcel of land, subject to such encumbrances, liens and interests as may be notified on existing Certificate of Title and situate in the Province of Alberta, namely:

**ALL THAT PORTION OF GOVERNMENT ROAD ALLOWANCE LYING
WITHIN THE LIMITS OF PLAN 102 _____
RESERVING THEREOUT ALL MINES AND MINERALS**

NOW THEREFORE in consideration of the sum of One Dollar (\$1.00) paid to me, the receipt of which is hereby acknowledged, I (WE) (hereinafter referred to as the "Grantor")

**HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
AS REPRESENTED BY THE MINISTER OF TRANSPORTATION**

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Continued from page 5...

Playing for a cause at La Crete Golf Course

Mackenzie County is very involved with MCC, and the charity is now operating in 54 countries, says Fehr.

Originally put in place as a relief project to help Mennonites in Russia in the early 20th century with famine and war, MCC has grown into an international project providing for those in all religions, races, and countries.

"Mennonites who has immigrated to Canada and the USA put together MCC as a way of helping [Mennonites in Russia]," says Adam Beriault, Resource Generation Communications. "Once that was finished, they began to expand their focus to help people all over the world."

Beriault has been working with MCC for three years and is stationed out of the Calgary office. He also participated in the La Crete golf tournament for MCC.

Today, MCC balances local, national and international concerns within its budget and resources, to ensure their help and needs can be felt worldwide.

Beriault explains that "for every dollar that goes

toward MCC, two thirds goes to the overseas programs, and one third stays here in Canada."

"Overseas, MCC focuses on relief work, development, agriculture, food and water, and education, he explains, stressing MCC's priority is still helping overseas.

However, the Calgary office has a number of interesting programs in place to help people locally.

"We do a lot of fund-raising for overseas, but we also do a lot of local peace and justice work, particularly with prisons," he says.

They have a "justice ministries program" in order to organize volunteers to visit with those who have been imprisoned.

"Our thinking is that often times they have been isolated and the interaction they get isn't really building rehabilitation," he says. Having someone to talk to has proven to make the person feel more "plugged into society."

A similar program the Calgary office focuses on is Circles of Support and Accountability (COSA).

"[COSA] works with recently released sexual of-

fenders," says Beriault, admitting the fear and danger that comes with this aspect of volunteering for MCC.

"Their warrants are up and there are no programs in place to help them reintegrate into society and keep them accountable and help stop them from re-offending," he says.

There are five or six volunteers who work with each sex offender who has recently been released. They check in on the person "constantly," which has helped to distract the person from entering back into the life as a sex offender, before they served their time in prison. Beriault says there is a lower chance of them re-offending because of COSA.

"It helps them become a part of society again, instead of a monster," he says.

Other programs MCC Alberta works with include youth, peace, refuge for low German Mennonites who have recently moved to Canada, Aboriginals, food and water, HIV-AIDS, and especially, education.

"We have moved away

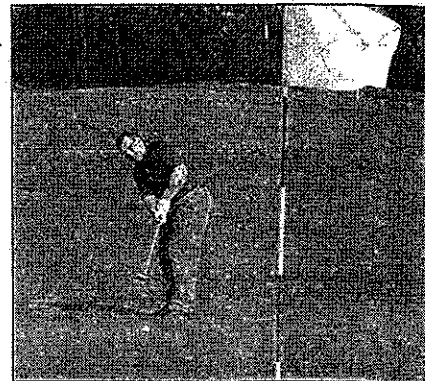
from sponsoring individual children, to sponsoring schools. We feel that's a little more fair," says Beriault. Much of their education work is done in conflict areas, such as Nigeria and Uganda, where conflict due to religion are major issues.

Within the last four or five years, the MCC has begun building and raising money for sand dams in Africa.

"It raises water in the whole region instead of just getting trapped and evaporating," says Beriault. "It's a much more stable means of storing water."

These dams allows sand to build up behind it rather than pooling the water, as a typical dam would. The water gets trapped in the sand and makes it possible to build a well into it.

Mackenzie County participated in a number of MCC projects annually, such as the MCC golf tournament and the Food Grains Bank. This year, MCC Alberta's fund-raising target was \$3.5 Million, according to Beriault.



There were 32 registered golfers who helped to raise over \$63,000 for MCC.



Cargill is looking for a part time employee in the La Crete / High Level region.

This person must be motivated to work by themselves. Applicants must have a valid drivers license with a reliable form of transportation and be at least 18 years of age.

Please forward your resumes to:

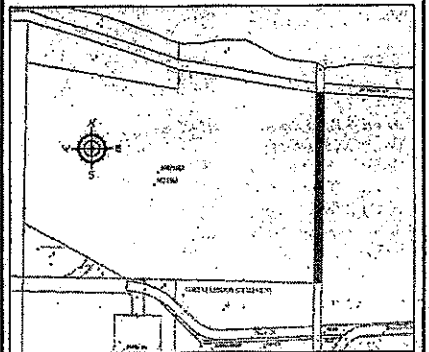
Steven Rosin
E-mail: Steven.Rosin@cargill.com
Fax: 780-836-3454
Office: 780-836-3278
Cell: 780-836-0642

MACKENZIE COUNTY

NOTICE OF PUBLIC HEARING PROPOSED LAND-USE BYLAW NO 755-10

Pursuant to the Municipal Government Act, being Chapter M-26 of the Statutes of Alberta, notice is hereby given that the Council of Mackenzie County will hold a public hearing for Bylaw No. 755-10 being a road closure. The proposed amendment is:

- To close a portion of undeveloped government road allowance lying west of SE 28-108-12-W5M, within the limits of Plan 102... to public travel for the purpose of creating title.



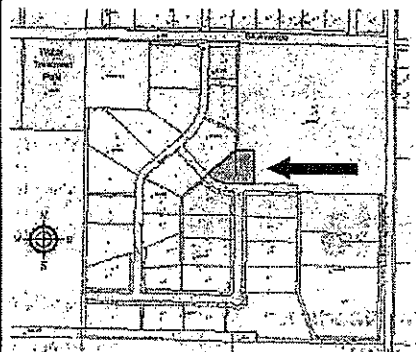
The Public Hearing is scheduled for 4:30 p.m., Wednesday, September 29, 2010 in the Mackenzie County Office in Fort Vermilion AB. The proposed bylaw may be viewed at the Mackenzie County office in Fort Vermilion during regular office hours. Please submit written submissions to the Development Officer prior to 4:30 p.m., Friday September 24, 2010. If you have any questions regarding the hearing, or the bylaw, please call Mackenzie County's

Mackenzie County

NOTICE TO ADJACENT LANDOWNERS OF APPLICATION FOR SUBDIVISION BOUNDARY ADJUSTMENT

PURSUANT TO SECTION 653 (4) OF THE MUNICIPAL GOVERNMENT ACT: Please be advised that the following application for subdivision boundary adjustment approval, in the Hamlet of La Crete (east of the Water Treatment Plant), has been submitted to Mackenzie County for consideration.

File No.: 16-SUB-10
Legal Description: Part of NE 3-106-15-W5M and Plan 992 0894, Block 2, Lot 1



Adjacent Landowners may submit written submissions within 14 days from the date of this notice. The submission must be mailed or faxed to:

Mackenzie County
Fax: (780) 928-3636
Box 1690
La Crete AB T0H 2H0

Attention: Marion Krahn, Acting Supervisor of Planning and Development

Mackenzie County

NOTICE TO THE ELECTORS OF MACKENZIE COUNTY

TAKE NOTICE that the Council of Mackenzie County, in the Province of Alberta, has given first reading to borrowing Bylaw No. 772-10 which will, upon final passage and approval, authorize the proper officers of the said County to borrow monies from the Alberta Capital Finance Authority by way of debenture issue, to pay for the cost of the following municipal purpose, namely the Rural Water Line Phase I, within the limits of the said municipality;

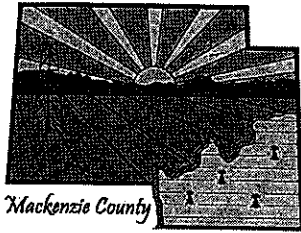
The cost of the aforesaid project amounts to \$3,520,969.00. In order to complete the project it will be necessary for the County to borrow the sum of \$2,180,164.00 for a period not to exceed ten (10) years, from the Alberta Capital Finance Authority or another authorized financial institution, by the issuance of debentures. The indebtedness will be contracted on the credit and security of the County. The debenture is to be repayable to the Alberta Capital Finance Authority in ten (10) equal consecutive semi-annual instalments of combined principal and interest, the annual interest not to exceed ten (10%) per cent, per annum, or the interest rate as fixed from time to time by the Alberta Capital Finance Authority.

NOW THEREFORE NOTICE is hereby given by the Council of Mackenzie County that, unless a petition of the electors for a vote on Bylaw No. 772-10 is demanded, as provided for by the terms of Section 231 of the Municipal Government Act, the said Council may pass the said borrowing bylaw.

All persons interested are hereby notified and they are required to govern themselves accordingly.

DATED at the Hamlet of Fort Vermilion, in the Province of Alberta, this 2nd day of September, 2010.

Julia Whittleton



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 29, 2010
Presented By:	Joulia Whittleton, Director of Corporate Services
Title:	Bylaw 778/10 – Water & Sewer Services Bylaw

BACKGROUND / PROPOSAL:

Council gave the first reading to Bylaw 778/10 at their September 14, 2010 meeting.

The Bylaw has new sections respecting the phased in charges in order to recover a portion of the rural water line construction costs that will be incurred by the County and a new schedule as the proposed contract to connect to the rural water line.

OPTIONS & BENEFITS:

The final version of the bylaw and the contract will be distributed at the meeting.

COSTS & SOURCE OF FUNDING:

NA

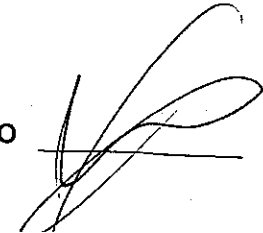
RECOMMENDED ACTION: (requires 2/3)

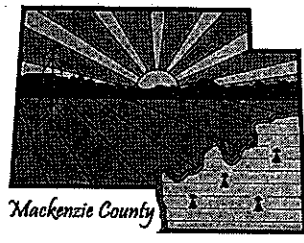
Motion 1:

That second reading be given to Bylaw 778/10 being the Water and Sewer Services Bylaw.

Motion 2:

That third reading be given to Bylaw 778/10 being the Water and Sewer Services Bylaw.

Author: J. Whittleton Review by: _____ CAO 



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 29, 2010
Presented By:	Joulia Whittleton, Director of Corporate Services
Title:	FIN023 Policy Local Improvement Charge Cancellation

BACKGROUND / PROPOSAL:

Policy FIN023 was established by Council to provide relief to the local non-profit organizations from a local improvement tax.

OPTIONS & BENEFITS:

Upon construction of curb, gutter and sidewalk along 48th Avenue and 49th Street in Fort Vermilion, the Fort Vermilion Area Board of Trade was charged local improvement tax on their roll number 105963. The outstanding local improvement tax on this roll is \$530.12 and a penalty of \$31.81 was applied.

COSTS & SOURCE OF FUNDING:

2010 operating budget – Tax Write-off

RECOMMENDED ACTION: (requires 2/3)

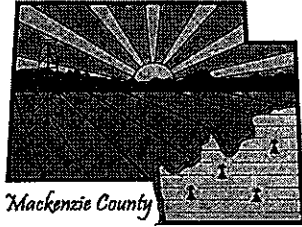
Motion 1:

That the local improvement levy of \$530.12 for the roll 105963 be written off and the \$31.81 penalty be voided.

Motion 2:

That Policy FIN023 be amended to include local improvement on property under roll 105963 of the Fort Vermilion Area Board of Trade.

Author: J. Whittleton Reviewed by: _____ CAO



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 29, 2010
Presented By:	Joulia Whittleton, Director of Corporate Services
Title:	Finance and Investment Report – August 31, 2010

BACKGROUND / PROPOSAL:

Finance department provides financial reports to Council as per policy.

OPTIONS & BENEFITS:

Please review the following financial reports for the period ended August, 2010:

- Investment Report
- Operating Statement
- Projects Progress Report

COSTS & SOURCE OF FUNDING:

NA

RECOMMENDED ACTION:

That the financial reports for the period ended August 31, 2010 be accepted for information.

Author: _____ Review Date: _____ CAO _____

INVESTMENT REPORT, AUGUST 31, 2010

CHEQUING ACCOUNT ON AUGUST 31

Bank account balance 6,456,926

INVESTMENT VALUES ON AUGUST 31

Short term investments (EM0-0377-A) 23,005,425
 Short term T-Bill (859-1044265-26) 427,923
 Long term investments (EM0-0374-A) 4,384,790
27,818,138

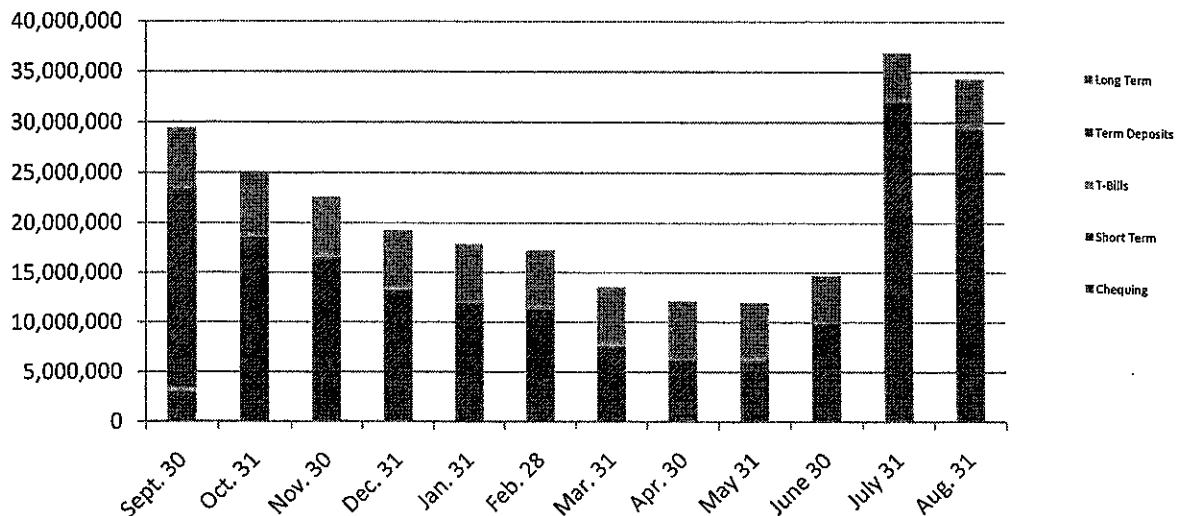
These balances include 'market value changes'

REVENUES

	Total	Short Term	Long Term
Interest received from investments	100,458	14,328	86,130
Interest accrued (built up, yet to receive) on investments	66,773	13,414	53,359
	167,231	27,741	139,490
Market value changes of investments	(47,181)	n/a	(47,181)
Interest received on chequing account balance	12,561	12,561	n/a
Grand total revenues before investment manager fees	132,611	40,302	92,309
Deduct: investment manager fees for investments	-13,505	-3,506	-9,999
Grand total revenues after investment manager fees	119,106	36,796	82,310

BALANCES IN THE VARIOUS ACCOUNTS - LAST 12 MONTHS

	Chequing	Short Term	T-Bills	Term Deposits	Long Term	Total
Sept. 30	2,978,244	0	426,845	20,000,000	6,028,318	29,433,407
Oct. 31	4,541,164	14,000,051	426,936	0	5,999,631	24,967,783
Nov. 30	7,538,298	9,000,000	427,024	0	5,620,830	22,586,152
Dec. 31	4,268,966	9,003,633	427,114	0	5,534,340	19,234,053
Jan. 31	4,900,389	7,010,378	427,205	0	5,556,039	17,894,011
Feb. 28	4,250,354	7,012,476	427,287	0	5,547,408	17,237,526
Mar. 31	591,446	7,015,089	427,378	0	5,489,385	13,523,298
Apr. 30	2,207,357	4,007,343	427,466	0	5,449,831	12,091,997
May 31	6,147,146	0	427,556	0	5,448,219	12,022,922
June 30	6,873,801	3,000,000	427,729	0	4,375,153	14,676,683
July 31	9,042,151	23,001,988	427,923	0	4,374,615	36,846,677
Aug. 31	6,456,926	23,005,425	427,923	0	4,384,790	34,275,064



STATEMENT OF OPERATIONS
August 31, 2010

	2009 \$	2010 \$	Budget \$	Variance \$	%
OPERATIONAL REVENUES					
Property taxes	32,448,614	30,570,007	30,590,788	\$20,781	0%
User fees and sales of goods	1,939,122	1,181,786	2,022,398	\$840,612	42%
Government transfers	1,448,984	1,046,450	1,254,523	\$208,073	17%
Investment income (operating)	230,586	132,611	250,000	\$117,389	47%
Penalties and costs on taxes	111,547	141,679	115,000	(\$26,679)	-23%
Licenses, permits and fines	266,293	236,115	177,250	(\$58,865)	-33%
Rentals	29,434	17,805	34,218	\$16,413	48%
Insurance proceeds	2,412	4,129	0	(\$4,129)	
Development levies	33,000	171,614	0	(\$171,614)	
Municipal reserve revenue	34,074	93,232	0	(\$93,232)	
Sale of equipment	7,913	6,056	0	(\$6,056)	
Other	263,459	222,916	217,000	(\$5,916)	-3%
Total operating revenues	36,815,438	33,824,401	34,661,177	\$836,776	2%
OPERATIONAL EXPENSES					
Legislative	559,407	314,059	539,619	\$225,560	42%
Administration	3,589,632	3,031,195	4,114,197	\$1,083,002	26%
Protective services	1,686,747	292,599	1,105,656	\$813,057	74%
Transportation	10,841,485	3,658,251	11,507,534	\$7,849,283	68%
Water, sewer, solid waste disposal	3,532,975	1,420,467	4,087,232	\$2,666,765	65%
Public health and welfare (FCSS)	583,771	555,037	635,053	\$80,016	13%
Planning, development, agriculture	1,907,330	828,357	2,217,045	\$1,388,688	63%
Recreation and culture	1,388,576	1,025,430	1,467,530	\$442,100	30%
School requisitions	6,768,922	3,276,970	6,559,007	\$3,282,037	50%
Lodge requisitions	568,212	720,470	720,470	(\$0)	0%
Non-TCA projects	1,156,348	348,205	1,316,763	\$968,558	74%
Total operating expenses	32,583,406	15,471,040	34,270,106	\$18,799,066	55%
Excess (deficiency) before other	4,232,032	18,353,361	391,071	(\$17,962,290)	
OTHER REVENUE (for capital projects)					
Government transfers for capital	9,072,364	4,169,128	6,564,867	\$2,395,739	36%
Investment income (capital)	10,082	0	0	\$0	
Other revenue for capital	115,502	13,859	359,798	\$345,939	96%
Proceeds from sale of physical assets	320,517	1,019,098	571,585	(\$447,513)	-78%
EXCESS (DEFICIENCY) - PSAB Model	13,750,497	23,555,446	7,887,321	(\$15,668,126)	
Convert to local government model					
Remove non-cash transactions	6,125,091	0	6,061,556	\$6,061,556	100%
Remove revenue for capital projects	(9,518,465)	(5,202,086)	(7,496,250)	(\$2,294,164)	31%
Long term debt principle	1,316,048	728,896	1,709,972	\$981,076	57%
Transfers to/from reserves	8,991,074	(353,806)	4,742,655	\$5,095,461	107%
EXCESS (DEFICIENCY) - LG Model	50,000	17,978,271	(0)	(\$17,978,271)	

Project Name	Total costs so far (Prior Years + 2010 costs)	Costs in Prior Years (2007-2009)	2010 Budget	2010 Costs up to Aug 31	2010 Budget Remaining on Aug 31	Status Update on August 31, 2010	% Completion
Administration Department							
Questica Budget Module	0	0	15,000	0	15,000	Implementation is in progress	30%
FV Buildings Alarm System	0	0	13,128	0	13,128	Will be undertaken as part of the FV office upgrade.	0%
La Crete Office Building	2,950,219	2,134,880	1,051,375	815,339	236,036	Tender Complete/ Waiting for boardroom table and soundproofing between offices.	99%
Zama Multi-Use Facility	1,978,667	359,991	2,611,956	1,618,676	993,280	The project is near completion with an official opening scheduled for October.	80%
Virtual City Hall (Diamond Municipal Solutions)	0	0	20,000	0	20,000	Scheduled to begin in September; acquiring an updated quote.	0
FV - Ford 9 Passenger Handivan	72,862	0	80,000	72,862	7,138	Completed.	100%
Fort Vermillion - Corporate Office Upgrade	131,920	16,850	1,738,150	115,070	1,623,080	The project started early August.	\$1
Vehicle for Administrator	32,640	0	35,000	32,640	2,360	Completed.	100%
La Crete Library Building	1,950	0	5,000	1,950	3,050	Design stage in progress	1%
				2,656,537	2,913,072		
<i>Total department 12</i>							
Fire Department							
2009 Pumper Truck (Zama FD)	345,556	132,972	199,063	212,584	-13,521	Purchased and delivered	100%
Tompkins Fire Hall Construction	29,404	0	300,000	29,404	270,596	Clearing complete, Site prep complete, Still in design stage	10%
2009 Fire/Water Truck (as per RSSA with the Town of High Level)	218,000	0	300,000	218,000	82,000	On order	
New Fire Hall / Public Works Building (Zama)	754,962	144,546	594,954	610,416	-15,462	In progress, near completion.	
Fire Guard Expansion Zama	347,621		369,696	347,621	22,075	Done	100%
				1,418,025	345,688		
<i>Total department 23</i>							

Project Name	Total costs so far (= prior years + 2010 costs)	Costs in Prior Years (2007-2009)	2010 Budget	2010 Costs up to Aug 31	2010 Budget Remaining, on Aug 31	Status Update on August 31, 2010	% Completion
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Transportation Department

La Crete 98th Ave - Urban Standard	3,664,588	3,645,813	154,187	18,775	135,412	Tender complete / Waiting for RR Cable and Atco to remove line and poles.	99%
Wolfe Lake Road & Water Point	30,571	30,571	469,429	0	469,429	In conjunction with AJA drainage project	0%
Road Construction Requests (South)	106,699	77,556	22,444	29,143	-6,699	Completed by AT's overlay project.	100%
FV Rural - Gull Creek Bridge (BF 9041)	158,112	0	250,000	158,112	91,888	Completed	100%
FV - Compact Utility Tractor	20,966	0	25,000	20,966	4,034	Completed	100%
Public Works Shop Construction (relocate to WTP site) (La Crete)	822,714	736,298	90,000	86,416	3,584	Tender complete / Dealing with some minor deficiencies	99%
FV - Coverall Shelter for Rocky Lane Grader	0	0	30,000	0	30,000	Currently receiving quotes	
FV - Paving 53 St from River Rd. to 48 Ave (Urban Standard)	6,872	0	5,000	6,872	-1,872	On hold until budget complete.	0%
FV - Paving D.A. Thomas Park	0	0	1,000	0	1,000	On hold until budget complete.	0%
FV - Paving Lodge Parking	0	0	1,000	0	1,000	On hold until budget complete.	0%
FV - Skid Steer (Bobcat)	0	0	38,195	0	38,195	Done	100%
HL Rural - Drainage (East)	22,392	0	500,000	22,392	477,608	Currently working with Band to obtain approval letter. Still in designing stage.	
HL Rural - Reconstruction of TWP Rd 110-2 (4 miles)	13,770	0	150,000	13,770	136,230	Started July 15, 2010	
LC - Grader Replacement (Blue Hills)	338,961	0	350,000	338,961	11,039	Complete	100%
LC 102 Str & 92 Ave curb, gutter & sidewalk	1,711,394	1,710,218	39,782	1,176	38,606	Tender 100% complete, needs some warranty work.	100%
LC - Public Works - Salt and Sand Shelter & Asphalt Pad for Salt and Sand Shed	0	0	133,180	0	133,180	Asphalt pad complete, may need to add funds in 2011 for salt shed.	75%
Zama Bears paw Crescent	492,261	492,261	49,633	0	49,633	In progress	
LC - Public Works Shop - Plow Truck Replacement (unit 1844)	65,018	0	70,000	65,018	4,982	Complete	100%

Project Name	Total costs so far (= prior years + 2010 costs)	Costs in Prior Years (2007-2009)	2010 Budget	2010 Costs up to Aug 31	2010 Budget Remaining on Aug 31	Status Update on August 31, 2010	% Completion
River Road (Fort Vermilion)	1,102,493	1,102,493	55,490	0	55,490	Not complete. Waiting for line painting.	
LC - Public Works Shop - Skid Steer Replacement	0	0	38,195	0	38,195	To take place this fall.	0%
LC - Paving of Parking Lot at the Lodge	0	0	1,000	0	1,000	On hold.	0%
Road Construction Requests	0	0	250,000	0	250,000	South: The 1.5 miles in the south 80% complete. North: Currently receiving quotes for 2 road requests from 2009.	
Zama - Skid Steer (Bobcat)	0	0	38,195	0	38,195	Done	100%
Zama - Hotsy 1270 Hot Water Steamer	0	0	7,000	0	7,000	Done	100%
Zama - Truck Box Sander	0	0	15,000	0	15,000	Done	100%
Zama - Water Tank	0	0	7,900	0	7,900	On hold until budget complete.	
Apache Road - Pull Out Area	20,000	0	50,000	20,000	30,000	Complete	100%
Hwy 697 Drainage (Buffalo Head)	15,176	15,176	66,780	0	66,780	In progress, almost complete.	80%
Rocky Lane Road Reconstruction	130,760	130,760	169,240	0	169,240	Currently digging out soft spots. In progress.	
AJA Friesen Road Reconstruction	525,470	457,645	242,355	67,825	174,530	Tender review in progress.	5%
LC 100th Ave Reconstruction - CAMRIF (BCF)	144,499	99,431	1,279,213	45,068	1,234,145	Final inspection is scheduled for Sept 8, 2010	99%
Service box for FV truck	19,000	0	19,000	19,000	0	Done	100%
<i>Total department 32</i>			<i>4,618,217</i>	<i>913,494</i>	<i>3,704,723</i>		

Project Name	Total costs so far (= prior years + 2010 costs)	Costs in Prior Years (2007-2009)	2010 Budget	2010 Costs up to Aug 31	2010 Budget Remaining on Aug 31	Status Update on August 31, 2010	% Completion
Airport Department							
LC - Airport Paving	298,371	0	2,595,670	298,371	2,297,299	Asphalt complete, cleanup underway.	90%
FV - Airport Paving	84,068	0	1,308,890	84,068	1,224,822	Tender has been awarded.	
Zama - Heli-pad	0	0	100,000	0	100,000	Waiting for specs from integrated engineering.	
<i>Total department 33</i>			<i>4,004,560</i>	<i>382,439</i>	<i>3,622,121</i>		

Project Name	Total costs so far (= prior years + 2010 costs)	Costs in Prior Years (2007-2009)	2010 Budget	2010 Costs up to Aug 31	2010 Budget Remaining on Aug 31	Status Update on August 31, 2010	% Completion
Water Treatment & Distribution Department							
FV - Water Line Services (school, church, college)	0	0	50,000	0	50,000	Waiting for engineering.	
Zama Water Treatment System	13,489,974	13,489,351	30,000	623	29,377	Nearly completed	98%
Paving of Raw Water Truck Fill Access: Sub Grade Prep and Pavement (La Crete)	4,200	0	10,000	4,200	5,800	Posponed this project, used a portion to clean the LC treated water reservoir	
FV WTP - Lab Renovation & Equipment	0	0	16,000	0	16,000	On hold until approval received.	
FV WTP - Upgrades	455,242	455,242	30,000	0	30,000	On hold until approval received.	
FV WTP - Truck 3/4 Single Cab	35,484	0	35,000	35,484	-484	Completed	
Raw Water Truck Fill - Zama	0	0	100,000	0	100,000	Planning stage	
Treated Water Truck Fill - La Crete	105,468	0	170,000	105,468	64,532	Tender complete, dealing with minor deficiencies	100%
FV WTP - Boiler/ Header	0	0	31,537	0	31,537	The work was done but we haven't received the invoice yet. Done in July.	
FV WTP - Filter Media Replacement	0	0	24,713	0	24,713	New quote received. Under review.	
LC - Hydrant Replacement Program	0	0	100,000	0	100,000	In progress	75%
LC WTP - Power Backup	0	0	99,000	0	99,000	Pending a Managerial review, may need these funds to fix filters at the WTP	0%
Rural Water - Phase I	213,821	0	3,520,969	213,821	3,307,148	Design stage	5%
Water Meter Reading System	51,278	0	50,000	51,278	-1,278	In progress	80%
Underground Sprinkler System at WTP site LC (Froese Enterprises)	0	0	6,000	0	6,000	On hold.	0%
Cardlock Water Usage Reading System	0	0	10,000	0	10,000	In progress	10%
			4,283,219	410,874	3,872,345		

Total department 41

Project Name	Total costs so far (Prior Years + 2010 costs)	Costs in Prior Years (2007-2009)	2010 Budget	2010 Costs up to Aug 31	2010 Budget Remaining on Aug 31	Status Update on August 31, 2010	% Completion
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Sewer Disposal Department

Zama Waste Water upgrade - Phase II	4,101,873	4,024,619	100,000	77,254	22,746	On hold until budget complete.	
LC - Lagoon Upgrade	0	0	20,000	0	20,000	Study complete, Investigating options	0%
LC - Sewer Flusher	0	0	55,000	0	55,000	On order	25%
LC - Sewer Trunk Main	1,343	0	420,400	1,343	419,057	Complete	100%
North Point Subdivision Lift station	3,600	0	636,000	3,600	632,400	In progress	50%
<i>Total department 42</i>							
			1,231,400	82,197	1,149,203		

Solid Waste Disposal

WTS Fencing Fort Vermilion	27,852	2,011	32,989	25,841	7,148	Done	
<i>Total department 43</i>							
			32,989	25,841	7,148		

Agricultural Services Department

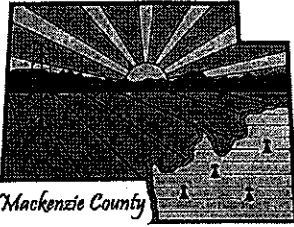
Blue Hills Storm Water Control & 103-2 rd (Blue Hills Drainage)	456,590	281,823	144,431	174,767	-30,336	Complete, contractor to do some cleanup.	99%
Blue Hills Drainage Study	9,895	9,895	10,105	0	10,105	To be reviewed at next ASB meeting.	
<i>Total department 63</i>							
			154,536	174,767	-20,231		

Recreation Department

Fort Vermilion Arena - Dressing Rooms	0	0	375,000	0	375,000		
Fort Vermilion Recreation Board	6,624	0	25,000	6,624	18,376		
La Crete Recreation Board	46,742	0	65,000	46,742	18,258		
La Crete Ball Park	0	0	61,759	0	61,759		
Zama Recreation Board	0	0	40,000	0	40,000		
<i>Total department 71</i>							
			566,759	53,366	513,393		

Project Name	Total costs so far (= prior years + 2010 costs)	Costs in Prior Years (2007-2009)	2010 Budget	2010 Costs up to Aug 31	2010 Budget Remaining on Aug 31	Status Update on August 31, 2010	% Completion
Parks & Playgrounds Department							
Machesis Lake Playground Additions: playground equipment & preparation	18,923	5,888	17,112	13,035	4,077	Installed second week of May.	
Dock Improvements	49,020	0	60,000	49,020	10,980	Wadlin dock installation complete	75%
Water Spray Park (Fort Vermilion)	0	0	80,000	0	80,000	On hold until budget complete.	
Zama Park - Installation of Water Line	175	0	10,000	175	9,825	Planning stage	
Zama Community Park Expansion	14,475	0	344,760	14,475	330,285	Planning stage	
Concrete Toilet - Zama	0	0	19,975	0	19,975	Toilets on order	
Concrete Toilet - Machesis Lake	0	0	16,650	0	16,650	Toilets on order	
Concrete Toilet - FV Arena Park	0	0	16,650	0	16,650	Toilets on order	
Concrete Toilet - LC Arena Park	0	0	14,450	0	14,450	Tank installed, waiting on washroom.	60%
Concrete Toilet - Hutch Lake	0	0	17,250	0	17,250	Toilets on order	
Fence around green space at Wadlin	10,303	0	11,000	10,303	697	Complete	100%
La Crete Walking Trails	0	0	57,000	0	57,000	Complete	100%
Cell Tower - Wadlin Lake	283	0	7,000	283	6,717	Complete	100%
RV Dump - Hutch Lake	0	0	6,600	0	6,600		
La Crete - Water Spray Park	0	0	120,000	0	120,000		
			798,447	87,291	711,156		
<i>Total department 72</i>							

TOTAL 2010 TCA Projects	23,023,449	6,204,831	16,818,618
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MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 29, 2010
Presented By:	William Kostiw, Chief Administrative Officer
Title:	2011 Budget Update

BACKGROUND / PROPOSAL:

An update to be provided at the meeting regarding the 2011 budget process.

OPTIONS & BENEFITS:

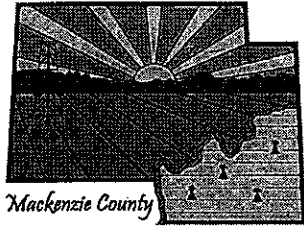
COSTS & SOURCE OF FUNDING:

RECOMMENDED ACTION:

For discussion.

Author: C. Gabriel Review by: _____ CAO





MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 29, 2010
Presented By:	William Kostiw, Chief Administrative Officer
Title:	Electoral Boundary Review Update

BACKGROUND / PROPOSAL:

A copy of the Ward Boundary Review Preliminary Report is attached for review and discussion by Council

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

RECOMMENDED ACTION:

For discussion.

Author: C. Gabriel Review by: _____ CAO 

2010

Mackenzie County – Ward Boundary Review

Preliminary Report

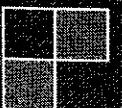


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Background

In late 2009 and early 2010, concern was raised by some members of the public that the current ward boundaries in Mackenzie County were not as representative of the population distribution in the County as they could be. Those concerns were brought to the attention of County Council and ultimately to the Minister of Municipal Affairs who noted that the Municipality had the authority to address them and accordingly, recommended that the County initiate a process to that end. This was done and a review of existing ward boundaries was initiated in February, 2010. A municipal census was subsequently added to the scope of the review to ensure that the available population and demographic data and population migration trends were current.

The County's initial intent was to have the review completed by April 1st, 2010 to accommodate any potential changes prior to the municipal elections scheduled for October, 2010. The County's solicitors, Brownlee LLP, were asked to review the practicality of this intent and in an

opinion dated 30 December, 2009, "... quickly determined that the chances of completing the report and bylaw adopting new wards for the upcoming election are slim to none". The reasons for this related to the provisions of the Municipal Government Act which states in Section 149 that a bylaw changing ward boundaries must be passed at least 180 days prior to an election and that such a bylaw is both required to be advertised and subject to a petition from the public at any time up to 60 days after the last day of advertising. They concluded that even under ideal conditions, there was insufficient time to do everything necessary to amend the ward boundaries in time for the 2010 Election.

In February, 2010, Mackenzie Council determined that any changes to ward boundaries resulting from this review would be implemented for the 2013 Municipal Election. It was also decided at that time that the review of ward boundaries would take place after the Municipal Census.

Aim

The aim of this report is to provide Mackenzie County Council with options to address issues of representation in the electoral wards used by the municipality.

Policy Statement

To guide the review of the current Ward boundaries, Mackenzie County established the following policy statement: *"The County requires clear, distinct and easily identifiable ward boundaries which are essential in the municipal election process. Ward boundary design should also respect the principals of good democratic government and strive to consider:*

- *Population;*
- *Geographic Regions;*
- *Shadow Population;*
- *Overall equality; and*
- *Mackenzie County's specialized status as per Order in Council No. 54/2001."*

Basic Criteria

The broad expression of intent reflected in the Policy Statement was augmented by the following criteria:

- *Population*
 - *The total population is to be used not only the number of electors.*
 - *The optimum is to have the population divided by the number of wards with a plus/minus of 30% and factoring in distance/sparsity.*
- *Community, Economic and Cultural Interests*
 - *The wards should be designed to accommodate community interests, economics, overall land mass and accessibility.*
- *Future Growth*
 - *Ward boundaries should be designed with the view of lasting at least three municipal elections.*
 - *The potential for growth or decline in the region should be properly considered along with wealth generation.*
- *Easily Identifiable Wards*
 - *Wherever possible, ward boundaries should follow identifiable lines such as rivers, highways, hamlets, etc.*
- *Changes*
 - *The review and proposed changes should be conducted to minimize disruption to current boundaries where possible.*

Council Input

In addition to the Policy Statement and Basic Criteria, County Council were asked what the issues were from their perspective and what was currently working well. In response to this request, Council provided the following input:

- *Issues*
 - *La Crete feels under-represented*
 - *Discontent in Wards 3 and 4 where most of the growth is taking place*
 - *Perception issues*
 - *Urban vs rural*

- Where revenue is generated vs where it is spent
 - Mennonite vs others
- Population shifts
 - Is the majority still in the rural areas?
- Don't have representation by population
- Minority is running the majority
- Split Council (5/5 voting)
- Town of High Level
- Shadow population
- Working Well
 - Good balance
 - Programs and services have improved
 - Facilities are being provided
 - Workable sized Council
 - Councillors may disagree but work reasonably well as a Council
 - People are generally satisfied

Assumptions

This review has not considered as an option, the possibility that the Hamlet of La Crete could incorporate as a separate municipality and in so doing cease to be a component of the specialized status enjoyed by Mackenzie County.

Observations

Mackenzie County's geographic size and relatively limited transportation infrastructure is a significant factor in determining the practicality of representation for the determination of ward boundaries. While the principle of representation by population is pre-eminent in determining electoral boundaries, this geographic reality mitigates against achieving the optimum population balance across all wards. Indeed, if the wards were realigned to reflect populations that were plus or minus 25% or even 30% of the average, it would create some with huge distances for the elected representative to cover and others with very small distances to be covered. This in turn would create inequities in the ability of some members of

Council to adequately represent their ratepayers. The burden of travel alone, particularly during periods of inclement weather, would place those members of Council and by extension, their ratepayers, at a significant disadvantage in relation to their peers on Council and in other parts of the County.

Even with a prolonged economic downturn, that could reasonably be expected to have disproportionately impacted a resource based economy such as that found in Mackenzie County, the population of the County has remained relatively stable. It has however, shifted. Despite the fact that about 64% of the population is located in “rural” areas, there is a distinct trend toward more rapid and significant population increase in La Crete and area than elsewhere. Indeed, slightly more than 40% of the population is either employed or enrolled in school in La Crete.

There is a relatively homogeneous population based on the Mennonite culture in the La Crete area.

The largest part of the County’s assessment and resulting tax revenue is concentrated in the sparsely populated Wards 9 and 10. It is also in these two western wards and to a lesser extent, the adjoining Ward 8 that the largest portion of the shadow population is to be found. This shadow population is located mainly in the work camps servicing the oil and gas industry in the Zama City and Rainbow Lakes areas and can be significant particularly at certain times of the year depending upon seasonal and economic factors.

Ward 10 and to a lesser extent, Ward 9 represent the biggest transportation challenge because of their large, sparsely populated areas and relatively limited road network.

While not imminent and therefore not a significant factor in this review, there is the potential that at some point in the future, the Town of Rainbow Lake could choose to join the County. Should this occur, it would significantly alter the east-west population numbers and create an additional relatively large urbanized population centre.

Options

While there is no one solution that fully meets all of the *Basic Criteria*, there are a number of options that were examined against the *Policy Statement, Basic Criteria* and input provided by Council. With the exception of the first, electing Council *at large*, they are not exclusive of each other and could be introduced individually or in combination.

Council Elected *at large*. One option that is available to Council is to eliminate wards entirely and elect Councillors *at large*. This would mean that electors from across the municipality would elect the Council from a slate containing all candidates. Council could be of any size and the top vote getters up to that number from wherever they might reside in the County would form the Council. This would eliminate the tendency toward ward-focused politics but could concentrate representation in the more densely populated areas. Candidates from rural areas would likely initially be at a disadvantage.

Combine Ward 6 with Wards 7 and 8. This option would eliminate one ward and redistribute that ward's population and geographic area to two adjoining wards. In so doing, it would better balance the population in the two remaining wards and bring them closer to the average population for wards in the County. Under this option, the portion of Ward 6 south of the Peace River would be combined with the existing Ward 7 while that portion of Ward 6 north of the River would be combined with the existing Ward 8.

Reduce the size of Ward 3 by combining portions of it with Wards 2 and 4. This option would see Ward 3 being split with parts of the existing ward being absorbed by Wards 2 and 4 leaving a new Ward 3 that is reduced in area and population.

Add one additional Councillor to represent the La Crete area. This option would add one additional Councillor to La Crete and would address the issue of balanced representation for the short term. To accomplish this there are two potential approaches:

- Divide Ward 3 into two separate wards; and
- Elect two Councillors *at large* from Ward 3.

Add two additional Councillors to represent the La Crete area. This option would add two additional Councillors to La Crete and would address the issue of balanced representation for the medium to long term. There are two potential ways of doing this:

- Divide Ward 3 into three separate wards; and
- Elect three Councillors *at large* from Ward 3.

Conclusions

The main issue would appear to be representation for La Crete, the existing Ward 3, which has the largest concentration of population and is likely to continue to experience more rapid population increase than other wards.

While there are a number of options available to Council, there is no panacea that adequately addresses the main issue without creating other issues that may ultimately prove to be no less problematic. In the face of this reality, it is in the best interests of the municipality and its ratepayers to find a solution that minimizes disruption while balancing the competing demands of the *Basic Criteria* and ensuring equitable representation of ratepayers throughout the County. The benefits of change should outweigh the potential impact of the change.

Recommendations

Given Mackenzie County's unique circumstances of geography, population distribution, assessment base and economic development potential, the simplest, most easily implemented and least disruptive option would be to increase the number of Councillors elected in Ward 3 from one to three with those Councillors being elected *at large* from within the existing ward boundary. This would increase the size of Council to 12 which is less than ideal but is still workable under the circumstances. It would also provide better Councillor to population balance across all wards and has the potential to accommodate future population growth. It would however, change the political dynamic and could exacerbate the perception of an urban/rural split on Council. It would most certainly make it even more important that the County operate as a specialized municipality and that Council be seen to be acting in the best interests of the whole municipality and not just in the interests of their individual wards.

When the population of La Crete, Ward 3, reaches a threshold of 4000, it is recommended that the County examine the possibility of dividing that population into three separate wards as an alternative to electing three Councillors *at large*.

It is also recommended that minor adjustments be made to Wards 9 and 10 to ensure that to the extent possible, the roads used to access the various parts of each ward are inclusive to them.

Attachments:

Table 1: Population by Ward including "Shadow" Population.

2010 Mackenzie County Ward Boundary Review

Municipal Population Deviation Analysis

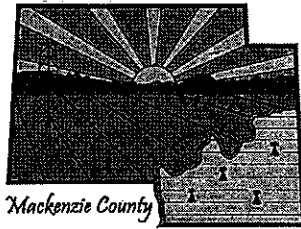
Ward No.	Municipal 2010 Population (includes Temp. Residents)	Population Difference from Average	Population Range (+/- 25%)
1	1,334	302	29%
2	889	-143	-14%
3	2,782	1,750	169%
4	1,357	325	31%
5	1,132	100	10%
6	656	-376	-36%
7	730	-302	-29%
8	514	-518	-50%
9	603	-429	-42%
10	326	-706	-68%
Totals or Ranges		Average	Acceptable Range
	10,323	1,032	< +/-25%

Table 2: Population by Ward excluding "Shadow" Population.

2010 Mackenzie County Ward Boundary Review

Municipal Population Deviation Analysis

Ward No.	Municipal 2010 Population (excludes temp. Residents)	Population Difference from Average	Population Range (+/- 25%)
1	1,322	331	33%
2	887	-104	-10%
3	2,753	1,762	178%
4	1,350	359	36%
5	1,115	124	13%
6	651	-340	-34%
7	726	-265	-27%
8	380	-611	-62%
9	584	-407	-41%
10	141	-850	-86%
Totals or Ranges		Average	Acceptable Range
	9,909	991	< +/-25%



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 29, 2010
Presented By:	William Kostiw, Chief Administrative Officer
Title:	Council Remuneration Review Committee

BACKGROUND / PROPOSAL:

Council established a Remuneration Review Committee to review the honorariums and expenses for council members. The last rate adjustment was done in 2006.

The Committee had three meetings and reviewed the current bylaw, the rates of 11 other municipalities as well as the AAMDC 2009 salary survey.

The Committee has made the following recommendations:

Honorariums:

- Increase the monthly honorariums by \$100 for the Reeve and Councillor.
- Add an additional per diem for the third meeting held in one day in the amount of \$50.
- Increase monthly honorarium only on a yearly basis based on the Alberta Consumer Price Index.

Communication Allowance

- Internet – no change
- Computer Allowance – no change
- Telephone Allowance
 - Councillor - \$60 (no change)
 - Reeve - \$100 (total)

Transportation Expenses:

- Mileage – no change.
- Add an additional allowance of \$0.20 per kilometer travel honorarium for travel in excess of 100 km. No allowance is paid on the first 100 km of travel.

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

Reimbursement for Accommodations and Meals

- Meals – no change.
- Add –Reasonable networking expenses incurred while representing the County without prior approval. Reimbursement of these expenses requires approval by the Finance Committee based on the submission of actual receipts.
- Accommodations – no change.
- Incidental Expenses – no change.

Benefits:

- County pays 50% of actual cost of benefit premiums for Councillors.

The bylaw would take effect on the date of the October Organizational meeting after the general municipal election.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

RECOMMENDED ACTION:

Motion 1

That first reading be given to Bylaw 778-10 being the honorariums and expense reimbursement bylaw for Councillors and approved committee members.

Motion 2

That second reading be given to Bylaw 778-10 being the honorariums and expense reimbursement bylaw for Councillors and approved committee members.

Motion 3 (requires unanimous)

That consideration be given to go to third reading of Bylaw 778-10 being the honorariums and expense reimbursement bylaw for Councillors and approved committee members.

Motion 4

That third reading be given to Bylaw 778-10 being the honorariums and expense reimbursement bylaw for Councillors and approved committee members.

Author: C. Gabriel Review by: _____ CAO _____

BYLAW NO. 779-10

BEING A BY-LAW OF THE
MACKENZIE COUNTY
IN THE PROVINCE OF ALBERTA

TO PROVIDE FOR HONORARIUMS AND RELATED EXPENSE
REIMBURSEMENT FOR COUNCILLORS
AND
APPROVED COMMITTEE MEMBERS

WHEREAS, the Municipal Government Act, being Chapter M-26 of the Revised Statutes of Alberta, 2000, hereinafter referred to as the "M.G.A." provides for decisions of council to be made by resolution or bylaw, and

WHEREAS, the council is desirous of establishing compensation of Councillors and approved committee members for their meeting time and their out of pocket expenses while on official municipal business,

NOW THEREFORE, the Council of Mackenzie County, duly assembled, enacts as follows:

HONORARIUMS

1. Monthly honorariums shall be paid to each Councillor for their time spent conducting the business of the municipality as follows:

Reeve - ~~\$1,000~~ \$900 per month
Councillor - ~~\$700~~ \$600 per month
2. **Monthly honorariums will be increased annually based on the Alberta Consumer Price Index.**
3. Councillors in attendance at council meetings, approved council committee meetings, seminars and conventions shall be paid according to the following **daily** rates ~~\$200.00 per day~~ plus mileage and meal allowance, where applicable. ~~When two or more complete meetings are attended in one day, a total of \$300 (1.5 per diems) shall be paid.~~ **as follows:**
 - a. **First Complete Meeting \$200.00**
 - b. **Second Complete Meeting \$100.00**
 - c. **Third Complete Meeting \$ 50.00**
4. Members-at-large appointed to approved council committees shall be paid \$150.00 per day when in attendance at approved council committee meetings, seminars and conventions, plus mileage and meal allowance, where applicable.

When two or more meetings are attended in one day, a total of \$225 (1.5 per diems) shall be paid.

5. Travel time to and from any council meeting, approved council committee meeting, seminar and/or convention shall be paid mileage and meal allowance, where applicable. Councillors driving to a seminar/convention shall be paid \$200.00 for one travel day there and one travel day back. Only one per diem per day shall be allowed.
6. A monthly communication allowance shall be paid
 - (a) equal to the actual cost of internet access, and
 - (b) a computer allowance of \$50, and
 - (c) a telephone allowance of \$60 **for Councillors**, and
 - (d) ~~an additional~~ a telephone allowance of \$100 for the Reeve.

TRANSPORTATION EXPENSES

7. Mileage shall be paid at the current non-taxable rate (as per Canada Revenue Agency Appendix B – CRA Kilometric Rates) for each kilometer travelled by each Councillor and member-at-large who is travelling with their personal vehicle on business of the municipality or its committees. Such mileage shall be calculated from the place of residence of the Councillor or member-at-large to the place of the meeting and return. In addition, such mileage allowance shall apply to any approved convention or seminar.
8. **An additional honorarium of \$0.20 per kilometer of travel will be provided for Councillors for travel in excess of 100 kilometers. The honorarium is not paid on the first 100 kilometers of travel.**
9. Taxi fares, automobile rental, parking charges and public transportation fares will be reimbursed upon presentation of a receipt.

REIMBURSEMENT FOR ACCOMMODATIONS AND MEALS

10. Where a Councillor or committee member is required to travel on municipal business and overnight accommodation away from his/her regular place of residence is necessary, he/she may claim in respect of the time spent on travel status
 - (a) Either

- (i) reimbursement of the cost of accommodation in a hotel, motel, guest-house, inn or other similar establishment, on a receipt submitted with the municipal expense account form, or
 - (ii) an allowance of \$50.00 per night
 - (b) in respect of each breakfast, lunch, or dinner, either
 - (i) reimbursement of the cost of the meal, excluding alcoholic beverages, and of an amount equal to the amount of the gratuity paid on the meal to a maximum of 15% of the cost of the meal as shown on the receipt, or
 - (ii) the appropriate meal allowance, without receipt, as follows:
 - breakfast - \$15 including GST
(if time of departure is prior to 7:30 a.m.)
 - lunch - \$15 including GST
(if time of return is after 1:00 p.m.)
 - dinner - \$25.00 including GST
(if time of return is after 6:30 p.m.)
11. Meal claims will be calculated based on reasonable travel times to get to and return from meeting commencement and conclusion times.
12. **A Councillor may claim reasonable networking expenses while representing the County without prior approval. Reimbursement of these expenses will require approval by the Finance Committee based on the submission of actual receipts.**
13. A Councillor and committee member may claim
- (a) an allowance for personal expenses for each full 24-hour period on travel status (as per the Canada Revenue Agency Appendix C – Meals and Allowances 1.2 Incidental Expense Allowance).
 - (b) reasonable telephone expenses on County business.

BENEFITS

- ~~13. A group benefits package shall be made available to each Councillor; should the Councillor choose to opt in the benefits shall be paid for entirely by the Councillor.~~
14. **A group benefits package shall be made available to each Councillor at 50% of the cost of the benefit premiums.**

SIGNING AUTHORITY

15. Administration shall have the authority to verify and sign the Reeve and Councillor expense claims and honorariums under the following conditions:
- (a) Councillors have attended Council meetings in person or by teleconference (up to a maximum of three teleconferences per year).
 - (b) Workshops, conferences, conventions that have been approved by Council prior to submission of expense claim.
 - (c) Attendance at Committee meetings or Task Force meetings will be in accordance with the bylaws or Terms of Reference of that committee or task force.
16. In the event that a discrepancy is noted on an expense or honorarium claim, Administration shall forward the claim to the Reeve for final decision.
17. Council members will supply their expense claims and honorariums within 60 days after the incurrence of the expenditure. After this time, the expense claims will not be paid, unless there are special circumstances.
18. Council members will submit their December expense claim and honorarium by January 31 of the following year in order to expedite the closing of the year-end accounts.
19. No expenses other than those listed in this bylaw may be claimed.
20. This bylaw shall come into effect ~~the day that it is passed~~ **on the day of the Organizational Meeting held in October 2010** and rescind Bylaw 688/08 and all amendments made thereto.

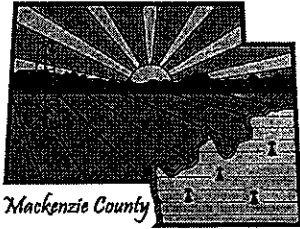
First Reading given on the _____ day of _____, 2010.

Second Reading given on the _____ day of _____, 2010.

Third Reading and Assent given on the _____ day of _____, 2010.

Greg Newman
Reeve

William Kostiw
Chief Administrative Officer



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 29, 2010
Presented By:	Joulia Whittleton, Director of Corporate Services
Title:	2010 Municipal Census

BACKGROUND / PROPOSAL:

Mackenzie County undertook the 2010 municipal census. The results of the 2010 municipal census were presented to Council at their August 25, 2010 meeting by Beacon for Change (consulting firm what was engaged in undertaking the census).

OPTIONS & BENEFITS:

We have been receiving calls with requests to release the census numbers. There is an assumption among public members that the 2010 municipal census are the County's new official census which is not correct.

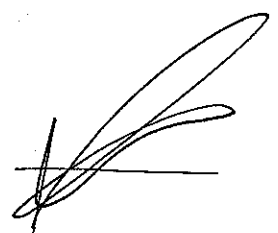
Administration recommends that Council passes a motion allowing administration to post the 2010 municipal census results as the County's unofficial census. A draft will be presented at the meeting.

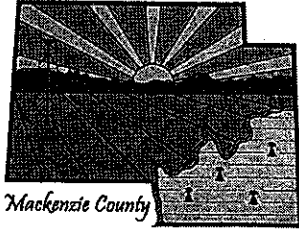
COSTS & SOURCE OF FUNDING:

NA

RECOMMENDED ACTION:

That administration post the County's 2010 municipal unofficial census results as presented.

Author: J. Whittleton Reviewed by: _____ CAO 



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 29, 2010
Presented By:	William Kostiw, Chief Administrative Officer
Title:	October 13, 2010 Regular Council Meeting

BACKGROUND / PROPOSAL:

The October 13th Council meeting was scheduled to be held in Zama to coordinate with the official opening of the Zama Multi-Use Cultural Facility. As the official opening is being postponed administration recommends moving the October 13th meeting back to Fort Vermilion and reschedule the Zama meeting possibly in November.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

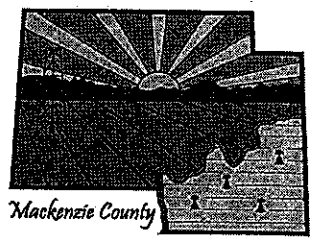
RECOMMENDED ACTION:

That the October 13, 2010 regular council meeting be held at 10:00 a.m. in the Fort Vermilion Council Chambers.

Author: C. Gabriel

Review by: _____

CAO



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 29, 2010
Presented By:	William Kostiw, Chief Administrative Officer
Title:	Think Local Market Initiative

BACKGROUND / PROPOSAL:

See attached information regarding an initiative by the County of Northern Lights.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

RECOMMENDED ACTION:

For discussion.

Author: C. Gabriel Review by: _____ CAO

Carol Gabriel

From: Joulia Whittleton
Sent: Tuesday, September 21, 2010 12:44 PM
To: Carol Gabriel
Subject: FW: Invitation to Regional Think Local Market Initiative

Carol,

May I add this to our next Council agenda?

Thanks

Joulia Whittleton

Director of Corporate Services

Mackenzie County
P.O. Box 640, Fort Vermilion, AB, T0H 1N0, Canada
Direct Tel: 780.927.3719 ext. 2223
Tel.: 780.927.3718, Fax: 780.927.4266
Toll Free: 1.877.927.0677
Cell: (780)-841-8343 Email: jwhittleton@mackenziecounty.com

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From: Lara Onaba [<mailto:onabal@countyofnorthernlights.com>]
Sent: Tuesday, September 21, 2010 10:54 AM
To: Joulia Whittleton
Subject: RE: Invitation to Regional Think Local Market Initiative

Hello Joulia,

I would like to meet with and someone from your County to discuss the Think Local Market Initiative and our next step. Please let me know who would be ideal.

Thank you,

Lara Onaba
Manager of Economic Development & Community Services



COUNTY OF
Northern Lights

#600, 7th Avenue NW, PO Box 10, Manning AB T0H 2M0
Phone 780-836-3348 Fax 780-836-3663 Cell 780-836-0973
Email: OnabaL@CountyofNorthernLights.com

Please visit our website at www.CountyofNorthernLights.com

From: Joulia Whittleton [<mailto:jwhittleton@mackenziecounty.com>]
Sent: June-18-10 2:32 PM
To: Lara Onaba
Cc: Carol Gabriel
Subject: RE: Invitation to Regional Think Local Market Initiative

Thank you Lara

We will take this to our Council at their meeting on June 23rd and will get back to you after that.

Joulia Whittleton

Director of Corporate Services

Mackenzie County
P.O. Box 640, Fort Vermilion, AB, T0H 1N0, Canada
Direct Tel: 780.927.3719 ext. 2223
Tel.: 780.927.3718, Fax: 780.927.4266
Toll Free: 1.877.927.0677
Cell: (780)-841-8343 Email: jwhittleton@mackenziecounty.com

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From: Lara Onaba [mailto:onabal@countyofnorthernlights.com]
Sent: Friday, June 18, 2010 11:39 AM
To: Carol Gabriel; Joulia Whittleton
Subject: Invitation to Regional Think Local Market Initiative

Joulia,

Attached is a description of a project the County of Northern Lights is initiating for rural communities in northern Alberta. A select number of municipalities and towns are invited to participate in the development of this project. A meeting is being held June 25th at 10:00am in the community Futures office in Peace River. Please consider sending a representative from your county to attend. If distance is an issue, I can look into video conference options.

Let me know,

Lara Onaba

Manager of Economic Development and Community Services

County of Northern Lights

#600 7th Ave., NW

P.O. Box 10

Manning, AB

ToH 2Mo

(780) 836 3348

ThinkLocalMarket.com

Background:

The Think Local Market initiative is a collaboration of efforts amongst economic development officers in Northern Alberta. The concept addresses business sustainability where industry is experiencing a lack of diversification. This initiative is created as a support system for local entrepreneurs looking to reach wider markets without the encombrances of increased staffing requirements and franchise regulations.

Many communities are pushing the concept of shopping local to the forefront of their marketing strategy. The *Think Local Market* coincides with the basic ideology of supporting local entrepreneurs by encouraging residents to shop locally. This strategy, however, goes beyond just a marketing tool. It creates an online store front for local entrepreneurs. Local business owners from the small home based business to the grand scale operations will benefit from this initiative by a concerted marketing effort and central shopping system.

Objective:

- This project engages local entrepreneurs and prompts collaboration to face mutual challenges in the face of 'box stores and fast food'.
- ThinkLocalMarket.com will empower both residents as well as businesses by providing them with an avenue to connect and provide mutual appreciation.
- Community leaders will provide training and support to help bridge the digital divide which will strengthen individual skills as well as well as organizational competence.
- This innovative use of technology, developed by economic development officers, creates a regional cluster of like minded buyers and sellers.
- Value added product development is achieved by establishing an atmosphere of dialogue between the consumer and producer.
- By encouraging entrepreneurship within rural communities, we are proactively reacting to a growing demand for locally produced goods
- As a region that is greatly affected by global economic volatility, this initiative provides stability through industry diversity.
- While most initiatives focus on community based local campaigns, this project is unique because of its regional collaboration.

Partners & Responsibilities

The Think Local Market project is being initiated by the County of Northern Lights in collaboration with Northern Sunrise County and Community Futures Peace Country. Opportunities to participate in this program will be directed to the Peace Regional Economic Development Alliance, the Town of Manning, MD of Smoky, MD Peace, MD of Fairview, Mackenzie County, Town of High Level, Town of Grimshaw, Village of Berwyn, Village of Nampa, Town of Falher, Town of Donnelly, Town of McLennan, and the Town of Peace River. Chambers of commerce and rotary clubs within the prior jurisdictions will also be invited to participate in the initiative to promote their local members.

Involvement in this project will be led by economic development officers whose responsibilities will include educating local entrepreneurs on the opportunity to reach a broader audience and explore value added product development.

County of Northern Lights and Northern Sunrise County will oversee the development, marketing and implementation of this initiative.

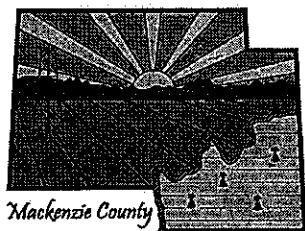
Project Outcomes

Success of this project will be measured by residential and business participation and sales transactions. Traffic patterns on the website will assist with the continual adaptation of the marketing strategy.

The ThinkLocalMarket.com brand is envisioned to become a regional icon promoting local initiatives and the primary producers and artisans.

Schedule

August 2010	Partnership agreements are signed.
August 2010	Project management committee established.
August 2010	Release of RFP for the development of the website.
September 2010	Review of proposal and award of contract.
September 2010 – Dec 2010	Identification of local entrepreneurs and businesses.
September 2010 – Dec 2010	Development of the website
October 2010	Launch of ThinkLocalMarket.com brand - Small Business Week
January 2011	Review and testing of ThinkLocalMarket.com draft
February 2011	Soft Launch of ThinkLocalMarket.com for training of EDO's
March 2011	Open houses and launch of marketing campaign.
April 2011	Official launch of ThinkLocalMarket.com.
May 2011	Evaluation initial use through customer and vendor feedback.
July 2011	Evaluation of brand recognition and site usage.



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 29, 2010
Presented By:	John Klassen, Director of Operations-South
Title:	Policy PW026 – License Agreement for Undeveloped Road Allowance

BACKGROUND / PROPOSAL:

Mackenzie County has received a number of inquiries with respect to farming Road Allowances. In the past, these licenses were often issued on an "open ended" term to the first applicant without consideration to the location of the pins. Our current policy does not clearly identify priority, as per pin location. Administration suggests that we revise the policy to provide first priority to the landowner whose property the road allowance is taken from, with second priority being given to the adjacent landowner. In this regard, we attach a copy of the policy for your perusal and therefore, request Council's input prior to revising the policy.

OPTIONS & BENEFITS:

For discussion.

COSTS & SOURCE OF FUNDING:

N/A

RECOMMENDED ACTION:

That administration revise Policy PW026, as per discussions and bring back to Council for approval.

Author: Pauline Short **Review By:** _____ **CAO**

Municipal District of Mackenzie No. 23

Title	License Agreement for Undeveloped Road Allowance	Policy No.	PW026
--------------	--------------------------------------------------	-------------------	-------

Purpose:

To establish uses for undeveloped road allowances that are not needed for road or other purposes.

Policy Statement and Guidelines

If an undeveloped road allowance is not needed for road or other purposes it may be licensed to an adjacent landowner.

1. Use of an undeveloped road allowance shall be established in the following order.
 - a) First priority shall be given to the adjacent landowner who has provided alternate land, from land adjoining the undeveloped road allowance, for other road purposes.
 - b) Second priority shall be given to the adjacent landowner who has obtained appropriate approval to clear and use the undeveloped road allowance.
 - c) Third priority shall be given to the adjacent landowner who wishes to use the undeveloped road allowance for agricultural purposes. In the event that both adjoining landowners wish to use the undeveloped road allowance for agricultural purposes, the priority shall be given to the landowner submitting the highest bid for non-refundable rent payable on a lump sum basis.
 - d) Last priority shall be given to the adjacent landowner who has cleared and is using the undeveloped road allowance without obtaining appropriate approval.
2. The Municipal District shall put a caveat on the land owned by the person entering into a License Agreement to protect successor rights for both the landowner and the Municipal District.
3. The M.D. shall enter into a License Agreement with a landowner for the use of an undeveloped road allowance adjacent to his property provided:
 - a) The undeveloped road allowance is not closed for public use.
 - b) The undeveloped road allowance is not required for any municipal purposes as determined by the M.D.

- c) Texas gates or another type of security gate must be installed by the adjacent landowner if the undeveloped road allowance is to be used for raising livestock.
4. If a landowner is installing a texas gate or another type of security gate on an undeveloped road allowance:
- i. The landowner is responsible for all costs, installation and maintenance of the texas gate or other type of security gate.
 - ii. The minimum dimensions of a texas gate must be twenty-four feet in width and six feet in length.
 - iii. If the landowner installs a security gate, it may be closed but must not be locked to allow public access.
 - iv. The landowner, or any successor to the lands involved, shall remove the texas gate or security gate either temporarily or permanently, at their expense, if the municipality requests that this be done for road improvement or any other purpose.

	Date	Resolution Number
Approved	May 7, 2002	02-344
Amended	December 3, 2002	02-882
Amended		

THIS AGREEMENT No. **LA-LC-10-XX** MADE THIS ___ DAY OF _____,
2010.

BETWEEN:

MACKENZIE COUNTY

a municipal corporation pursuant to the
laws of the Province of Alberta
(hereinafter referred to as the "Municipal District")

OF THE FIRST PART

- and -

of La Crete,
in the Province of Alberta
(hereinafter referred to as the "Licensee")

OF THE SECOND PART

LICENSE AGREEMENT

WHEREAS:

- A. Mackenzie County has direction, management, and control of all public roads in Mackenzie County in accordance with the provisions of the Municipal Government Act Revised Statutes of Alberta 2000, Ch. M-26 and the Highway Traffic Act RSA 1980, Ch. H-7;
- B. Mackenzie County has direction, management, and control of road allowance(s) described as adjacent to:

Boundary of

(From the existing Developed Local Road)

(hereinafter referred to as the "Road Allowance");

- C. The Licensee desires a non-exclusive license to utilize a portion of the Road Allowance from Mackenzie County for the purposes and under the terms and conditions contained herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the payments set forth herein, and the mutual covenants, conditions and terms contained herein, the parties hereto agree as follows:

1. Mackenzie County hereby grants to the Licensee the right to non-exclusive use of all that portion of the Road Allowance as is outlined in red on Schedule "A" hereto (hereinafter referred to as the "License Area"), for the purposes hereinafter specified, subject to the terms and conditions set forth herein.
2. The License granted herein shall be limited solely to the purpose of clearing and accessing adjacent property NW14-102-18-W5M
3. The term of this License shall be **Open Ended**, commencing on the ____ day of _____, 2010 subject to provisions for renewal and earlier termination as provided herein.
4. In consideration of the rights herein conferred upon the Licensee, the Licensee shall pay to Mackenzie County the sum of \$1.00 [or such other amounts as appropriate], plus applicable Goods and Services Tax, to be paid upon the execution of this License Agreement by the parties.
5. Mackenzie County shall have the full right to occupy and use the License Area in any manner whatsoever deemed appropriate by Mackenzie County, provided that Mackenzie County shall not unreasonably interfere with the rights conferred upon the Licensee.
6. The Licensee, by performing and observing the covenants and conditions contained herein, shall be entitled to peaceably exercise the rights herein granted to the Licensee without any unreasonable hindrance, molestation or interruption from Mackenzie County.
7. The Licensee shall provide Mackenzie County prompt written notice of any accident, damage or injury occurring on the License Area however caused.
8. The Licensee shall at all times indemnify and save harmless Mackenzie County, its officers, directors, employees and agents from and against any and all liabilities, claims, demands, losses, costs, charges, expenses (including without limiting the generality of the foregoing, all legal fees and disbursements on a solicitor and own client full indemnity basis and any amount paid to settle any actions or satisfy any judgments), actions, and other proceedings (including those in connection with workers' compensation or any similar or successor arrangement) made, brought against, suffered by or imposed on Mackenzie County, its officers, directors, employees and agents in respect of anything arising from the license of the License Area to the Licensee under this License Agreement, or for any reason whatsoever, or in respect of any loss, damage or injury (including injury resulting in death):
 - (a) to any person or property (including, without restricting the generality of the foregoing, employees, invitees, contractors, agents and property of Mackenzie County) directly or indirectly arising out of, resulting from or sustained by reason

of the occupation or use of the License Area, or any operation in connection therewith or any fixtures or chattels thereon, or

- (b) to any person while on adjoining lands of Mackenzie County in the course of that person's entry onto or exit from the License Area.
9. Mackenzie County shall not be liable, directly or indirectly, for any personal injuries that may be suffered or sustained by any person who may be on the Road Allowance or for any loss of or damage or injury to property belonging to the Licensee or any other person.
 10. The Licensee shall compensate Mackenzie County for all damage to property of Mackenzie County arising out of the activities of the Licensee on or adjacent to the License Area, whether or not such activities are in pursuance or purported pursuance of the rights herein granted to the Licensee.
 11. The Licensee shall provide proof of comprehensive general liability insurance with insurable limits of now less than TWO MILLION (\$2,000,000.00) DOLLARS for each occurrence or incident from his/hers' contractor to the satisfaction of Mackenzie County, upon demand.
 12. The Licensee acknowledges and agrees that all property of the Licensee which may hereafter be located on, under, over, or adjacent to, the License Area shall be at the sole risk of the Licensee, and Mackenzie County shall not be liable for any loss or damage thereto, howsoever occurring and the Licensee hereby releases Mackenzie County from all actions, claims, demands, suits or proceedings whatsoever in respect of any such loss or damage.
 13. If, in the sole opinion of Mackenzie County, the Licensee undertakes or permits any activity whatsoever within the License Area which is outside of, or inconsistent with, the permitted uses contemplated herein, which may be a nuisance or cause damage, or if the Licensee is in default of any of the terms or conditions of this License Agreement, Mackenzie County may, in its absolute discretion:
 - (a) give the Licensee ten (10) days written notice to rectify or remedy any such nuisance, improper activity, or default, and failing the Licensee remedying or rectifying same this License Agreement and the rights herein conferred upon the Licensee shall automatically terminate and the Licensee shall forthwith vacate the License Area; or
 - (b) give the Licensee notice of immediate termination of this License Agreement and the rights herein conferred upon the Licensee, and the Licensee shall forthwith vacate the License Area.
 14. The Licensee and Mackenzie County agree that the rights of the Licensee are only personal in nature and that nothing contained herein confers upon the Licensee any legal or equitable estate whatsoever in the lands within the Road Allowance.

15. The rights herein conferred upon the Licensee are not, and shall not be construed as, covenants running with the land and the Licensee shall not register at the Land Titles Office any instrument whatsoever which claims any interest, legal or equitable, in the lands within the License Area.
16. The Licensee shall not assign this License Agreement, either in whole or in part, without the prior written consent of Mackenzie County, which consent may be withheld for any reason whatsoever.
17. During the term of this License Agreement, the Licensee shall at its own expense maintain and keep the License Area in a reasonable state of repair and in a safe and tidy condition, which shall include minor repairs, cleaning, and regular yard maintenance.
18. In the event that Mackenzie County deems it necessary or appropriate to cause or allow third parties to construct or install permanent underground or aboveground utility lines, pipeline facilities, transmission lines and drainage swells which will cross the License Area, or to perform such other work upon the License Area as may be deemed necessary in the sole discretion of Mackenzie County, the Licensee shall in no way interfere with or hinder the construction, installation, repair or maintenance undertaken by Mackenzie County or any person to whom Mackenzie County has granted such permission, and further, the Licensee shall forthwith, upon the request of Mackenzie County, execute such further documentation as deemed appropriate in the sole discretion of Mackenzie County for the purposes of expediting or permitting the construction or installation of permanent underground or aboveground utility lines, pipeline facilities, transmission lines and drainage swells or other such work within the License Area by Mackenzie County or the nominee of Mackenzie County.
19. The Licensee agrees that it shall not dig or excavate, or install or erect any trees, shrubs, landscaping, buildings, fences, improvements or structures, upon or in the License Area without the express written consent of Mackenzie County. If Mackenzie County permits the Licensee to dig or excavate, or install or erect any trees, shrubs, landscaping, buildings, improvements or structures, the same are to be constructed in a workmanlike manner so as to minimize damage to the License Area, and the Licensee shall, after any such work, restore the License Area to a level and condition equivalent to that which existed prior to the commencement of any such construction.
20. Mackenzie County hereby permits the Licensee to construct a fence on the License Area. The said fencing is to be considered the sole property of the Licensee and is to be repaired and maintained solely by the Licensee. Said fence must contain a gate located so as to provide reasonable access to the License Area by Municipal vehicles or such other parties as authorized by Mackenzie County.
21. Upon the expiration or earlier termination of this License Agreement, the Licensee shall remove all property of the Licensee from the License Area. The road constructed by the

Licensee may remain and the Licensee shall not be required to restore the land to the condition that existed prior to the granting of this License.

22. The Licensee shall at all times and in all respects abide by all laws, bylaws, legislative and regulatory requirements of any governmental or other competent authority relating to the use and occupation of the License Area.
23. If the Licensee fails or neglects to perform any of its obligations under this License Agreement, then Mackenzie County shall have the right, but shall not be obligated; to take such action as is reasonably necessary in the sole discretion of Mackenzie County to perform such obligations. In such event, the Licensee shall be responsible for the payment of all costs incurred by Mackenzie County forthwith to Mackenzie County. If Mackenzie County exercises its right under this provision, then Mackenzie County shall not be responsible for any loss or damage, however caused, to any property of the Licensee.
24. Notwithstanding anything to the contrary contained herein, it is understood between the Licensee and Mackenzie County that Mackenzie County shall have the absolute right and privilege to terminate this License herein granted (together with all rights contained herein or ancillary thereto) upon Mackenzie County providing to the Licensee Thirty (30) days written notice of such termination. It is understood between the Licensee and Mackenzie County as well that the Licensee shall have the absolute right and privilege to terminate this License herein granted (together with all rights contained herein or ancillary thereto) upon the Licensee providing to Mackenzie County Thirty (30) days written notice of such termination.
25. Any notice to be given by the parties hereto shall be in writing and shall either be delivered personally or mailed by prepaid registered mail as follows:

- (a) to Mackenzie County: Mackenzie County
Box 1690
La Crete AB T0H 2H0

to the Licensee:

Notice given in any such manner shall be deemed to have been received by the party on the day of delivery or upon the seventh (7th) day after the day of mailing. Any party may change its address for service from time to time upon written notice to that effect.

26. The terms and conditions set forth herein, together with the Schedules, shall constitute all of the terms and conditions of this License Agreement, and there are not other terms, conditions, covenants, agreements, representations or warranties, either express or implied, arising between the parties hereto except as expressly set forth herein. If any provision of this License Agreement is illegal or unenforceable it shall be considered separate and severable from the remaining provisions, which shall remain in force as if the unenforceable provision has never been included.

27. Any condoning, excusing or overlooking by Mackenzie County of any default, breach or non-observance by the Licensee at any time or times in respect of any covenant, proviso or condition herein contained shall not operate as a waiver of Mackenzie County's rights hereunder in respect of any subsequent default, breach or non-observance nor so as to defeat or affect in any way the rights of Mackenzie County hereunder in respect of any subsequent default, breach or non-observance.
28. This License Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective executors, administrators and permitted assigns.
29. The terms and obligations of this License Agreement, which by their context are meant to survive the expiry or earlier termination of this License Agreement, shall so survive for the benefit of the party relying upon the same.
30. The parties hereby acknowledge and confirm that each was advised by the other to obtain independent legal or other professional advice and that by executing this License Agreement each hereby confirms that it has had the opportunity to seek independent legal or professional advice prior to executing this License Agreement and has either:
 - (a) obtained such legal or other professional advise; or
 - (b) waived the right to obtain such independent legal or other professional advice.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

MACKENZIE COUNTY

Per: _____

LICENSEE

Witness to signature of:

Witness to signature of:

SCHEDULE "A"

Forming part of an agreement between the

Mackenzie County

And

Dated: _____, 2010

The License Area

As per attached aerial.

AFFIDAVIT OF EXECUTION

CANADA) I, _____, of the
) City/Town of *La Crete*
PROVINCE OF ALBERTA) in the Province of Alberta
))
TO WIT:) **MAKE OATH AND SAY THAT:**

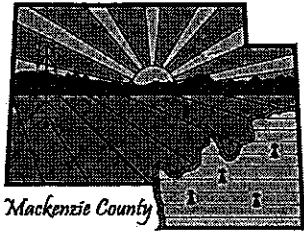
1. I was personally present and did see, _____ named in the within
(or annexed) instrument, who is personally known to me to be the person named therein, duly
sign and execute the same for the purposes named therein.

2. THE SAME was executed at the *hamlet* of *La Crete*, in the Province of Alberta, and that
I am the subscribing witness thereto.

3. I KNOW the said _____ and they are, in my belief, of the
full age of eighteen (18) years.

AFFIRMED BEFORE ME AT the hamlet of)
La Crete, in the Province)
of Alberta, this ___ day of _____,)
2010.)

A Commissioner for Oaths in and for)
the Province of Alberta)



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 29, 2010
Presented By:	John Klassen, Director of Operations-South
Title:	Tompkins Landing Ice Bridge

BACKGROUND / PROPOSAL:

The local ice bridge contract has expired and administration has reviewed and revised the contract for re-tender in the fall of 2010. In this regard, we attach a copy of the contract for your perusal.

OPTIONS & BENEFITS:

We have the following two options:

1. Re-tender our local ice bridge contract for a 3-yr term; or
2. Mackenzie County will construct and maintain the ice via County Staff.

COSTS & SOURCE OF FUNDING:

Negotiated Ice Bridge Contract with Alberta Transportation.

RECOMMENDED ACTION:

Motion 1

That Ice Bridge Contract be adopted as presented.

Motion 2.

That administration proceed to advertise the local Ice Bridge Contract for tender.

Author: Pauline Short Review By: _____ CAO

MACKENZIE COUNTY
CONTRACT AND SPECIFICATIONS

for

ICE BRIDGE CONSTRUCTION
**Construction and Maintenance of the Tompkins
Landing Ice Bridge Crossing**

Contractor/Company Name:

NOTE TO BIDDERS

For information regarding this project, you may contact the CAO of Mackenzie County,(780-927-3718)

Sealed tenders **must** be received no later than **October 13, 2010 at 12:00 p.m.** local time at the County office in Fort Vermillion, AB.

Tenders will be opened on **October 13, 2010 at 1:00 p.m.** local time at the County office in Fort Vermillion, AB. Public may be present.

Facsimile changes to the unit price schedule will be accepted. Facsimile (FAX) messages may be sent to (780) 927-4266, marked "ATTENTION: ICE BRIDGE CONSTRUCTION" on a copy of Form C58 found in this tender package. To be acceptable, the form must be received prior to 12:00 p.m. October 13, 2010. The bidder must phone to advise of the fax in order to keep it secure.

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

Mackenzie County _____

Contractor _____

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INSTRUCTIONS TO BIDDERS

GENERAL SCOPE OF WORK

Operations under this Contract shall be for the construction and maintenance of the Tompkins Landing Ice Bridge crossing. The maintenance and construction, in general, will also include, but not limited to:

- Construction of the ice bridge and the approaches;
- Ice measurements and documenting relevant information;
- Attend and arrange meetings as needed;
- Salt and sand removal of the area between the pavement sections on each side of the ice bridge crossing and on the ice bridge crossing;
- Snow removal on the ice bridge; and
- Installation and removal of any or all signs and traffic control related devices and equipment.

A more comprehensive and detailed description of the construction and maintenance requirements and specifications are described and listed under the section 5 "GENERAL PROVISIONS & SPECIFICATIONS".

INSTRUCTIONS TO BIDDERS

1. INSTRUCTION TO BIDDERS**1.1 CONDITIONS FOR TENDER SUBMISSIONS**

Bidders may submit tenders at the following location only:

Mackenzie County
 PO Box 640
 Fort Vermilion, AB T0H 1N0
 Phone: (780) 927-3718

Bidders may submit Tenders only up to **October 13, 2010 at 12:00 p.m.** local time.

Bidders must submit Tenders on the forms issued with this Tender document.

When submitting a Tender, all pages entitled "Tender Forms" and all addenda issued by Mackenzie County must be submitted, sealed in the envelope provided, to the CAO (Chief Administrative Officer) of Mackenzie County at the above noted address, marked "ICE BRIDGE CONSTRUCTION", time and date of tender opening clearly marked on the lower right hand corner of the envelope.

A Bidder must indicate its name and address clearly in the upper left hand corner of the envelope so that the tender submission can be identified.

1.2 COMPLETING TENDER FORMS

The "Unit Price Schedule" must be completed by:

- showing the Unit Price (where applicable), and the total for each item in the "Total Bid" column; (in case of discrepancy, the unit price figure will take precedence), and
- showing the tendered lump sum (where applicable) in the "Total Bid" column, and
- showing the sum of all tender item total in the space marked "Total Tender".

The tender must be signed by an authorized representative of the Bidder; and

- the official title of the Bidder must be shown, and
- the official seal of the Bidder must be affixed, or the signature must be witnessed and the Affidavit of Execution of the Witness must be completed.

1.3 ADDENDA

Addenda, when issued, form part of the Tender document. The Bidder shall acknowledge receipt of each addendum in the space provided on the Tender forms. The individual items included in the addendum shall be added, deleted or changed in accordance with the instructions contained in the addendum letter. A copy of each addendum will be inserted at the end of the Tender document.

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

 Mackenzie County _____

Contractor _____

INSTRUCTIONS TO BIDDERS

1.4 CHANGES OR WITHDRAWALS OF TENDER SUBMISSIONS

Bidders are advised that requests for withdrawal of Tender submissions must comply with the conditions of Alberta Transportation's *Standard Specifications for Highway Construction (Edition 13, 2007)* "Specification 1.2 General Specifications".

A Bidder wishing to make changes to its Tender before the time set for receiving Tenders may withdraw the Tender submission in accordance with the conditions of Alberta Transportation's *Standard Specifications for Highway Construction (Edition 13, 2007)* "Specification 1.2 General Specifications". The modified Tender may then be resubmitted in the same sealed envelope, up to the time and date set for receiving Tenders.

Alternatively, if this change is to the unit price schedule only, the Bidder may send a facsimile (FAX) message to (780) 927-4266, marked "ATTENTION: "CAO MACKENZIE COUNTY, ICE BRIDGE CONSTRUCTION" on a copy of Form C58 found in this tender package. To be acceptable, the form must be received no later than the time and date shown for receiving Tenders.

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

1.5 PROJECT INQUIRIES

For information regarding this project, you may contact:

William (Bill) Kostiw
Chief Administrative Officer
Mackenzie County
Tel (780) 927-3718
Fax (780) 927-4266

John Klassen
Director of Operations South
Mackenzie County
Tel (780) 928-3983
Fax (780) 928-3636

1.6 PRE CONSTRUCTION AND SAFETY MEETING

A pre-construction meeting must be held with the Contractor, the County's Director of Operations South and the County's Ice Bridge Committee. Alberta Transportation's Operations Manager shall also be invited to attend.

1.7 SIGNED CONTRACT PACKAGE

The Contract Forms, Statutory Declarations and any other applicable forms and schedules will be completed by the successful bidder and included in the signed Contract.

1.8 SAFETY PRE-QUALIFICATION

Alberta Transportation requires that the Ice Bridge construction contractor possesses a Certificate of Recognition (COR) the only exception to this requirement is when the County takes an agreement directly with the Project Sponsor. In this case, the Agreement shall be approved by the Regional Director/Executive Director.

Otherwise, contracts will only be awarded to Bidders who, prior to the time fixed for receiving tenders, possess a Certificate of Recognition (COR) which is relevant to their industry and which is recognized by Alberta Human Resources and Employment, Workplace Health and Safety.

Mackenzie County _____

Contractor _____

INSTRUCTIONS TO BIDDERS

Bidders are advised that a small employer's Certificate of Recognition (for employers with less than ten employees) is considered acceptable.

For Bidders, who have not obtained a Certificate of Recognition, a valid Temporary Letter of Certification (TLC) issued by the Alberta Construction Safety Association (ACSA) will be considered acceptable.

Confirmation that the Bidder posses a COR or a valid TLC will be obtained through the Alberta Construction Safety Association.

Prospective Bidders, who do not possess a COR and wish to obtain information about obtaining a COR or TLC, are advised to contact:

The Alberta Construction Safety Association

Edmonton Office

#101, 13025 St. Albert Trail
Edmonton, AB T5L 5G2
Phone: (780) 453-3311
Fax: (780) 455-1120
Email: edmonton@acsa-safety.org

Calgary Office

#201, 2725 – 12th Street, NE
Calgary, AB T2E 7J2
Phone: (403) 291-3710
Fax: (403) 250-2852
Email: calgary@acsa-safety.org

Toll Free Numbers:

Phone: 1-800-661-2272
Fax: 1-877-441-0440

Phone: 1-800-661-6090
Fax: 1-877-258-5881

1.9 REFERENCE PLANS AND DRAWINGS

Referenced plans and drawings which are not bound in this Tender document may be obtained from the Mackenzie County Office, 4511-46 Ave., Fort Vermillion, AB. (780) 927-3718.

TENDER FORMS

2. TENDER FORMS

2.1 BIDDERS SCHEDULE FOR WORK

Bidders will be required to commence construction on the Ice Bridge as soon as weather conditions permits. Flooding of the Ice Bridge during construction shall continue on a daily basis when conditions are favorable, except for Sundays and other religious holidays, until the maximum weight capacity has been achieved.

Contractor's Signature

Date

TENDER FORMS

2.2 TENDER FOR CONSTRUCTION

To the Chief Administrative Officer, of Mackenzie County of the Province of Alberta:

The undersigned hereby tenders and agrees to execute and construct all work of every description required in the construction and final completion of the following work:

(Name of Contractor)

ICE BRIDGE CONSTRUCTION

Construction and Maintenance of the Tompkins Landing Ice
Bridge Crossing

in strict accordance with the plans and specifications, for the unit prices in the unit price schedule enclosed.

The undersigned acknowledges receipt of the following addenda,

- _____
- _____
- _____
- _____

which shall form part of the Tender document.

Mackenzie County _____

Contractor _____

TENDER FORMS

2.3 UNIT PRICE SCHEDULE A

Bid Item	Description			Total Bid
1	Two Thousand Five Hundred (2,500) kilogram load capacity which is 23cm or 9.1inches.			\$ _____
2	Two Thousand Five Hundred (2,500) kilogram to Thirty Five Thousand (35,000) kilogram load capacity which is 82.5cm or 32.5 inches.			\$ _____
3	Thirty Five Thousand (35,000) kilogram to Seventy Thousand (70,000) kilogram load capacity which is 115cm or 45.3inches.			\$ _____
4	Per occurrence for ice measuring and testing after the construction phase	Estimate 20 occurrences	Cost per occurrence \$ _____	\$ _____
5	Per 10 centimetre (4inches) intervals of thickness due to additional flooding beyond the Seventy Thousand (70,000) kilogram load capacity	Estimate an additional 20 centimetres (8.0inches)	Cost per 10 centimetres \$ _____	\$ _____
6	Insurance cost per year			\$ _____
7	Total Tender Cost per Year			\$ _____

An occurrence will be credited when the ice measuring and testing is completed as per Alberta Transportation and County's standards.

It is estimated that there will be approximately 20 occurrences that the Ice Bridge will be measured from the point it has been completed to the specified final load capacity and width.

Insurance cost of \$15,000 per year will be used to determine the Total Tender Cost per Year should the contractor not be able to obtain such insurance without the assistance of the County. The actual insurance cost will be paid to the Contractor to a maximum of \$15,000 per year.

Mackenzie County _____

Contractor _____

TENDER FORMS

2.4 TENDER AGREEMENT

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

2.4.1 Tender Withdrawal

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

- a) until some other person has entered into a Contract with Mackenzie County for the performance of the work and/or the supplying of the materials specified in the notice inviting tenders, or
- b) until thirty-five (35) days after the time fixed for receiving this tender, whichever first occurs.

2.5 AGREEMENT

Should this tender be accepted, the undersigned agrees to enter into written agreement with Mackenzie County for the faithful performance of the works covered by this tender, in accordance with the said plans and specifications and complete the said work for Table "A", as per section 2.1.

Mackenzie County _____

Contractor _____

TENDER FORMS

2.6 TENDER SIGNING AND SEALING

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

<p>AFFIDAVIT OF EXECUTION CANADA PROVINCE OF ALBERTA TO WIT:</p>	<p>(Seal)</p>
<p>I, _____ of the City of _____ in the Province of _____ make oath and say:</p>	
<p>(1) That I was personally present and did see _____ named in the annexed instrument, and who is known to me to be the person named therein, duly sign and execute the same for the purposes named therein; that the same was executed at the _____ of _____ in the said Province, and that I am the _____ subscribing witness thereto;</p>	<p>_____ Contractor's Name (Company Name)</p>
<p>(2) That I personally know the said _____ and he is in my belief of the full age of eighteen years.</p>	<p>_____ Authorized Signature</p>
<p>SWORN before me at the City of _____</p>	<p>_____ Address</p>
<p>in the Province of Alberta, this _____ day of _____ 20____.</p>	<p>_____ Postal Code</p>
<p>_____ Witness Sign Here</p>	<p>_____ Contractor's Telephone Number</p>
<p>_____ A Commissioner for Oaths in and for the Province of Alberta.</p>	<p>_____ Witness</p>
	<p>_____ Date</p>

CONTRACT FORMS

3. CONTRACT FORMS

CONTRACT (Page 1)

THIS Agreement made and concluded in duplicate as of this _____ day of _____, 20___, between Mackenzie County (hereinafter called "Mackenzie County") the first part and _____ of the _____ in the Province of _____ (hereinafter called "the Contractor") of the second part.

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

ICE BRIDGE CONSTRUCTION

Construction and Maintenance of the Tompkins Landing Ice Bridge Crossing

in strict accordance with the plans and specifications of said work hereto attached, and to deliver the same as per section 2.

Mackenzie County _____

Contractor _____

CONTRACT FORMS

CONTRACT (Page 2)

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

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

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

SIGNED, SEALED AND DELIVERED BY THE CONTRACTOR IN THE PRESENCE OF:

Witness

Contractor

SIGNED AND SEALED ON BEHALF OF MACKENZIE COUNTY

Witness

per _____
per _____

TENDER AMENDMENT FORMS

4. TENDER AMENDMENT FORMS

We, _____
 (Name of Contractor)

the undersigned, modify the unit price schedule for our tender as shown in the following table:

UNIT PRICE SCHEDULE CHANGES					
Replacing ALL previous Unit Price Schedule changes					
Schedule	Bid Item No.	Description	Estimated Quantity	Unit Price Change + or -	Total Change For This Item + or -
Increase (+) or Reduce (-) Total Tender By					

We also acknowledge and agree that:

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

4. _____ being _____
 Signature Position in Company

of _____ dated _____
 Company Name Date

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

- Form C58 -

PLANS

5. GENERAL PROVISIONS & SPECIFICATIONS**5.1 DEFINITIONS**

In this Agreement the following words and phrases shall have the meanings as set forth below, unless the context otherwise requires:

- a. "Ice Bridge" means the Tompkins Landing Ice Bridge, a river crossing for the Peace River located in the NW 30-103-19-W5M on Highway 697, South of the Hamlet of La Crete in the Province of Alberta as shown on the map Schedule "A"- Tompkins Landing Ice Bridge as attached and forming part of this Agreement.
- b. "Work" means all matters related to the yearly construction and maintenance of the Ice Bridge including, but not limited to, clearing snow, smoothing rough ice, flooding, ice measuring and testing, recording the pertinent data, determining load limits, performing traffic accommodation measures, signing including the placing of traffic delineators, markers, reflectors and flags, performing inspections, performing supervision of any and all construction and maintenance activities, reporting, administration and consulting with the County.
- c. "Minister" shall mean the Minister of Transportation for the Province of Alberta or his authorized representative.

5.2 MATERIALS AND EQUIPMENT

- a. The Contractor shall supply all materials, equipment and human resources necessary to complete the Work or shall arrange to provide equipment and personnel who are skilled in the construction and maintenance of ice bridges, in accordance with the requirements as described in the Agreement.
- b. A list of all equipment required for the contraction of the Ice Bridge shall also be supplied to the County as part of the tender process and this agreement.

5.3 PERMITS AND APPROVALS

The County shall on behalf of the Minister, obtain any and all authorizations, permits or approvals necessary for the construction and maintenance of the Ice Bridge prior to commencement of the Work. Authorizations are required from the following agencies:

- Alberta Environment
 - Department of Fisheries and Oceans Canada (DFO)
- b. Notwithstanding the above, the Contractor must satisfy itself that the County has applied for and received all authorizations, permits or approvals.
 - c. The Contractor shall conduct its operations in accordance with the conditions of the authorizations, permits or approvals for construction and maintenance of the Ice Bridge.
 - d. The Contractor shall familiarize itself with and follow the conditions and measures set out within DFO's document titled Pacific Region Operational Statement Ice and Snow Fill Bridges (found at [www.heb.pac.dfo-mpo.gc.ca/decisionsupport/os/os-ice bridge e.htm](http://www.heb.pac.dfo-mpo.gc.ca/decisionsupport/os/os-ice%20bridge_e.htm). so as to be in compliance with Subsection 35(1) of the Fisheries Act. For greater certainty, the Contractor must conduct the Work in such a manner as not to cause the harmful alteration,

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disruption or destruction (HADD) of fish habitat unless it has been authorized by DFO.

5.4 CONTRACTOR'S OPERATING AND SAFETY PLAN

- a. The Contractor shall provide an Operating and Safety Plan satisfactory to the County. The Operating and Safety Plan shall be submitted to the County's Project Manager, for the County's review no less that seven (7) days prior to the commencement of any Work. The Operating and Safety Plan shall be based on, but not limited to, the requirements of:
 - The Government of the Northwest Territories, Department of Transportation Manual titled "A Field Guide to Ice Construction Safety 2007 Edition".
<http://www.dot.gov.nt.ca/live/documents/content/Ice%20Construction%20Field%20Guide%20web.pdf>
 - BEST PRACTICE for Building and Working Safely on Ice Covers in Alberta
http://www.employment.alberta.ca/documents/WHS/WHS-PUB_sh010.pdf
 Should the Contractor not have a Operating and Safety Plan then the Contractor will comply with the County's Operating and Safety Plan.
- b. The Contractor's general construction and maintenance requirements contained herein will be supplemented and superseded by more specific and stringent requirements of the Contractor's Operating and Safety Plan where applicable.

5.5 ICE MEASUREMENT

- a. The Contractor shall assess ice thickness, weather conditions and the peculiarities of the Peace River as these factors are contributing factors that determine when construction of the Ice Bridge should commence.
- b. The Contractor shall measure and test the ice thickness to determine its ice bearing capacities. The Contractor shall strictly comply with such ice bearing capacities when choosing and deploying equipment and employees for the Work.

5.6 COMMENCING CONSTRUCTION ACTIVITIES

- a. If the natural ice is not sufficient to safely support the construction of the Ice Bridge, the Contractor shall flood the ice crossing or suspend activities until sufficient ice thickness has developed to allow further construction activities.
- b. The Contractor shall ensure that all personnel wear appropriate flotation suits while working on the Ice Bridge.
- c. When it is unsafe to permit travel, the Contractor shall post and maintain signs and barricades at both entrances to the Ice Bridge stating that the Ice Bridge is closed.
- d. When there is sufficient ice bearing capacity the Contractor may:
 - Either remove snow or compact snow to accelerate ice thickness development.
 - Break down extremely rough ice using hand tools before heavier equipment can be used to complete the leveling process.
 - Use small pumps to flood areas that require strengthening. The depth of each flood should not exceed five (5) centimetres.
- e. The Contractor may use heavy equipment to level the ice only when there is sufficient ice thickness to support such equipment.

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- f. The Contractor shall ensure that Gross Vehicle/Equipment Weights are posted in clear view on both the outside and inside of all vehicles/equipment working on the ice, for operator reference as to weights currently situated on the ice.

5.7 MINIMUM REQUIREMENTS FOR THE FULLY CONSTRUCTED ICE BRIDGE FOR PUBLIC USE

- a. The Contractor shall construct the Ice Bridge so that its complete surface width shall be thirty (30) metres. The Contractor shall construct the Ice Bridge to a standard capable of allowing one vehicle with a gross weight up to a maximum of seventy thousand (70,000) kilograms to travel safely at a speed of not greater than ten (10) km/hr. In the event warm weather conditions prevail for the winter season preventing the Contractor from constructing the Ice Bridge to the maximum load limit of seventy thousand (70,000) kilograms, the Minister has the discretion to adjust the maximum load limit for constructing the Ice Bridge.

5.8 OPENING THE ICE BRIDGE FOR PUBLIC USE

- a. When the surface of the Ice Bridge is smooth enough and the ice has sufficient strength to permit the safe passage of vehicles, the County will interpret ice test results and open the Ice Bridge at the calculated load limit. The County may initially open the Ice Bridge when there is sufficient ice thickness to safely permit travel of a vehicle having a gross vehicle weight up to two thousand five hundred (2,500) kilograms. The minimum width of travel surface required at this initial opening shall be no less than ten (10) metres.
- b. The County will be responsible for approving the opening date together with a load limit. Once the County has approved the opening date and load limit, the Contractor shall post the load limit and open the Ice Bridge for public use.
- c. Upon opening the Ice Bridge, the County shall immediately notify the Minister, by contacting in writing the Peace River Operations Manager and the High Level Maintenance Contract Inspector. As well the County shall immediately notify the following local authorities:
- Law Enforcement Agency (RCMP)
 - EMS (Emergency Medical Service)
- d. The County shall also arrange for public service announcements through the local radio station(s) advising that the Ice Bridge is open for the season.
- e. Prior to opening the Ice Bridge, the Contractor shall supply and install all necessary regulatory, advisory and information signs at both of the Ice Bridge entrances. The Contractor shall only use sign materials in accordance with the Alberta Transportation Approved Products List (found on the Alberta Transportation website at; <http://www.transportation.alberta.ca/Content/docType253/Production/productindex.pdf>).
- f. The Contractor shall erect signs at both of the entrances to the Ice Bridge advising motorists:
- Of the maximum allowable vehicle weight.
 - To travel at a maximum speed no greater than ten (10) km/hr.
 - That only one maximum tonnage vehicle is permitted on the Ice Bridge at a time.

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***During the winter season the Ice Bridge ice bearing capacity may exceed the seventy thousand (70,000) kilograms. In the event that ice measuring/testing indicates an ice bearing capacity greater than seventy thousand (70,000) kilograms, the posted maximum allowable vehicle weight shall remain at 65 Tonnes.

- g. The Contractor shall supply and install suitable markers with delineator reflectors and fluorescent orange flags at fifty (50) metre intervals to delineate the edge of the Ice Bridge.

5.9 ONGOING ICE BRIDGE MAINTENANCE

- a. The County shall perform a daily visual inspection of the Ice Bridge. The County shall observe and document all circumstances and conditions affecting the traveling public and the Ice Bridge.
- b. The Contractor shall perform ice measuring/testing and recording of data in accordance with the accepted procedures for ice bearing assessment as specified in the Contractor's Operating and Safety Plan. The Contractor shall measure and test the Ice Bridges' ice twice a week with no more than **three (3) days** between measurements and tests. The Contractor must also provide daily ice bridge reports to Mackenzie County within a maximum of a 24 hour period. An increased frequency of measurements and tests may be required due to ice/weather conditions. The increase in frequency of measurements and tests shall be at the discretion of the County.
- c. The Contractor shall report changes in the Ice Bridges' ice bearing capacity to the County by contacting in writing the County's Project Manager within two (2) hours and load limits increased or decreased accordingly. The Contractor shall change all applicable signs within the contract area and Mackenzie County will be responsible for all other applicable signs.
- d. Should weather, river conditions, or insufficient ice bearing capacities occur between the initial opening and the official closing of the Ice Bridge for the season, the County shall have the authority to close the Ice Bridge. Should closure be deemed necessary the Contractor shall immediately notify the County's Project Manager in writing within two (2) hours.
- e. The Contractor shall:
- Maintain the Ice Bridge to the desired width of thirty (30) metres and maintain markers at (50) metres intervals identifying the Ice Bridge boundaries.
 - Flood to increase thickness to maintain the specified ice bearing capacity. The depth of each flooding should not exceed five (5) centimetres and should be restricted to half of the Ice Bridge surface width at a time to minimize traffic interruptions.
 - Remove snow as necessary and keep the snow berms sloped away to reduce the possibility of trapping snow unnecessarily until a time that the Ice Bridge's ice bearing capacity reaches thirty one thousand one hundred (31,100) kilograms.
- f. When the Ice Bridges' ice bearing capacity reaches thirty one thousand one hundred (31,100) kilograms, the Contractor will:
- Notify the County upon which the County will notify the Minister to instruct its Highway Maintenance Contractor to carry out the snow removal on the Ice Bridge.

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- Continue to remove salt and sand of the area between the pavement area and on the Ice Bridge. The contractor will also be responsible for removing snow, however, the Highway Maintenance Contractor will be primarily responsible for the removal of snow of the area between the pavement area and on the Ice Bridge.
- g. Should the Ice Bridge's ice bearing capacity decrease at anytime during the winter season below thirty one thousand one hundred (31,100) kilograms, the responsibility of snow removal shall revert back to the Contractor until such time as the Ice Bridge's ice bearing capacity again reaches thirty one thousand one hundred (31,100) kilograms.
- h. In the event that heavy equipment is required to repair the Ice Bridge due to conditions caused by the river including, but not limited to, pressure ridges, consultation is required with the County prior the commencement of such work. The County reserves the right to reject any or all payment for such work if prior consultation has not occurred. If such heavy equipment works have been agreed upon, the County shall pay for such approved works at 80% of the hourly rates as outlined in the most current Alberta Roadbuilders and Heavy Construction Association Equipment Rental Rates Guide.
- i. Maintenance of the gravel approaches, such as but not limited to, the placement of gravel to achieve a smooth transition from the ice bridge to the roadway shall be considered incidental to the Work. Placement of gravel shall be in accordance with Section 5.12.

5.10 ICE BRIDGE END OF SEASON CLOSING

- a. In the later part of the winter season, it will be necessary for the County to close the Ice Bridge whenever the surface water exceeds a depth of fifteen (15) centimetres and/or the Ice Bridge's ice bearing capacity drops below two thousand five hundred (2,500) kilograms.
- b. The County shall be responsible for determining closure dates of the Ice Bridge.
- c. The County shall also arrange for public service announcements through the local radio station(s) advising that the Ice Bridge is closed for the season.
- d. At the end of the season, just prior to when the surface becomes unfit for the safe usage by any vehicle, the Contractor shall retrieve all signs and other traffic control devices on the ice. The Contractor shall install road closed signs and barricades at both of the entrances to the Ice Bridge, at which time the Minister's Highway Maintenance Contractor shall monitor the closure of the Ice Bridge while performing its regular road inspections for the County. Should the Highway Maintenance Contractor identify a deficiency (missing or incorrect signs/barricades), the Contractor shall correct the deficiencies upon notification from the County.

5.11 RECORD KEEPING

- a. The Contractor shall keep records of the ice thickness during the construction and maintenance of the Ice Bridge. All pertinent information such as date, time, names, temperature, weather condition, distances, test hole locations, ice condition, presence of cracks, details of load limits, and signature of inspector shall be recorded in a bound logbook (triplicate format). The records shall be filed

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as part of the permanent record and shall be forwarded to the County within seven (7) days of the final closure of the Ice Bridge for the season.

- b. The Contractor shall keep records all Daily Inspections and record all pertinent information on the Ice Measure/Inspection Report. Ice Measure/Inspection Reports pertaining to Daily Inspections shall be forwarded to the County via fax to the La Crete office within twenty-four (24) hours of completion of the Daily Inspection.
- c. The Contractor shall keep detail Work records relating to the execution of the agreement. The records shall indicate the date and times, the type and nature of work that was performed, personnel, equipment and material utilized and their respective quantities. These records shall be retained by the County and be forwarded to the Minister within thirty (30) days of the final closure of the Ice Bridge for the season.

5.12 PROHIBITION AGAINST THE USE OF GRAVEL, SAND, SALT, DIRT OR DELETERIOUS MATERIALS

- a. The Contractor shall not deposit gravel, sand, salt, dirt or deleterious material into the river or on the Ice Bridge, without written authorization from Alberta Transportation.

5.13 INSURANCE

- a. The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances in compliance with the Alberta Insurance Act, and in forms and amounts acceptable to the County:
 - General Liability Insurance in an amount not less than five million dollars (\$5,000,000) inclusive per occurrence against bodily injury and property damage, including loss of use thereof. The Minister and the County are to be added as an additional insured under this policy for any and all claims arising out of the Contractor's operations. The policy shall be endorsed as primary and will not require the pro rata sharing of any loss by any insurer of the Minister or the County. Such insurance shall include products and completed operations liability.
 - Automobile liability on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than five million dollars (\$5,000,000).

The County may assist the Contractor with obtaining such insurance cover should the Contractor not be able to do so.

- b. The Contractor shall provide the County upon request, a certified true copy of each policy prior to execution of the Agreement, and upon request at any time thereafter within the Term of the Agreement, and the Contractor shall also provide certified true copies of the certificates of renewal of the policies, or certified true copies of the replacement policies, as evidence that these coverages have been continued for the duration of the Agreement.
- c. All required insurance shall be endorsed to provide the County with fourteen (14) days advance written notice of material change or cancellation.
- d. The Contractor is responsible for insuring its equipment against all risks of accidental loss or damage.

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- e. The Contractor shall require and ensure that each sub-contractor provide evidence of comparable insurance to that set forth in the clauses above in an amount not less than five million dollars (\$5,000,000).
- f. The Contractor shall require and ensure that each sub-contractor maintain Worker's Compensation Insurance in the amount required by the Workers' Compensation Board for the term of this Contract. In the event the Contractor is performing work as defined in the Occupational Health and Safety Regulations and the Contractor is a proprietor or performs an exempt activity as defined by the Worker's Compensation Board, then the Contractor shall hold and maintain Worker's Compensation Insurance personal coverage throughout the length of this Contract.

5.14 DUE CARE, CLAIM SETTLEMENT AND HOLD HARMLESS

- a. The Contractor shall hold harmless the County and its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of the Contractor, its employees, agents or sub-contractors, in the performance of the Work. Such hold harmless shall survive this Agreement.
- b. The County shall hold harmless the Contractor and its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of the County, its employees or agents, in the performance of the Work. This Hold Harmless shall survive this Agreement.
- c. The Contractor shall ensure that its forces and those of all sub-contractors use due care to ensure that no person is injured and no person's property is damaged in the prosecution of the Work. Without restricting the generality of the foregoing, the Contractor shall, at its own expense, make such provisions as may be necessary to avoid any such injury or damage.
- d. All claims for injury, loss or damage arising in connection with the Work will be referred to the Contractor who shall deal with each claim in a fair and reasonable manner. The Contractor shall respond to each claimant in writing, setting out the Contractor's position with respect to the claim.
- e. If the Contractor settles the claim, it shall provide the County with written proof that the claim has been resolved. If the Contractor is unable to settle the claim or considers the claim to be invalid, it shall provide the County with written reasons for rejecting the claim.

5.15 CONFLICTS OF INTEREST

- a. The Contractor and the Contractor's employees:
 - 1. Shall conduct their duties related to this Contract with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing within anyone with whom a relationship between them could bring the impartiality of the consultant or its employees into question;
 - 2. Shall not influence, seek to influence, or otherwise take part in a decision of the County, knowing that the decision might further their private interests; and

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3. Shall not offer to the County's employees any commission, discount, allowance, payment , gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Contract, that causes , or would appear to cause, a conflict of interest.
 4. Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this Contract, and if such financial interest is acquired during the term of this Contract, the Contractor shall promptly declare it to the County.
- b. A breach of the conflict of interest clauses of this Contract constitutes grounds for termination of the Contract, should the County deem such action appropriate.

5.16 INSPECTION/ENFORCEMENT BY THE COUNTY

- a. The Minister and the County reserves the right to inspect the Work in whole or in part to confirm that it has been performed in accordance with the specifications and conditions set out in this Agreement.
- b. The Minister and the County will provide or make arrangements for enforcement of the Ice Bridge weight and speed restrictions when necessary. Enforcement will apply to commercial vehicles only.

5.17 COMPLIANCE WITH LAWS AND REGULATIONS

- a. In performing the Work, the Contractor shall comply with all applicable statues, regulations, by-laws, orders and directives of the respective government authorities having jurisdiction, and shall obtain any and all permits, licenses, approvals or consents necessary for the Work or the Materials, and shall pay any tax, levy, fee or other like charges required to be paid in order for the Contractor to perform the Work or for the County to use the Materials.

5.18 EXTENSION OF AGREEMENT

- a. The County and the Contractor may mutually agree to extend the expiry date of the Agreement

5.19 SCHEDULING OF THE WORK

- a. The Contractor will be given the flexibility to schedule the Work to achieve efficiency in its operations.

5.20 PAYMENT

- a. The County agrees to pay the Contractor for construction of the Ice Bridge up to **Seventy Thousand (70,000) kilogram load capacity** and a travel surface of **thirty (30) metres wide**. Payments will be made after each construction phase of the contract as stipulated in the unit bid price, refer Section 2.3. This payment will be full compensation for flooding, constructing the Ice Bridge, testing ice, recording of pertinent data, determining load limits, traffic accommodation, and signing, inspections, and all labour, administration costs, insurance, equipment,

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- materials, tools, telecommunication devices and service costs, and incidentals necessary to complete the Work.
- b. In the event warm weather conditions prevail for the winter season, preventing the Contractor from constructing the Ice Bridge to the maximum load capacity limit prescribed, the Operations Manager has the discretion to lower the maximum load capacity limit for constructing the Ice Bridge. Payment for the construction of the Ice Bridge to the lower maximum load capacity limit will be based on a calculated prorated unit price in depending where the lower maximum load capacity falls.
 - Example: The Operations Manager agrees to a lower maximum load capacity to 65,000 kilogram load capacity. If County and the Contractor originally agreed to pay \$25,000 for constructing the Ice Bridge from 35,000 kilogram load capacity to 70,000 kilogram load capacity, then the County agrees to pay for the lower maximum load capacity at the following, $(\$25,000 \times 65,000 \text{ kg}) / 70,000 \text{ kg} = \$23,214.29$.
 - c. Additional compensation will only be forwarded to the Contractor by the County for constructing the Ice Bridge above the Seventy Thousand (70,000) kilogram load capacity requirement, when the Contractor is instructed to do so by the County. Payments for additional flooding of the Ice Bridge will be paid on **ten (10) centimetre** intervals.
 - d. No additional compensation will be forwarded to the Contractor by the County for constructing the Ice Bridge beyond the minimum final width requirement of **thirty (30) metres**.
 - e. The County agrees to pay the Contractor per occurrence for ice measuring and testing after the construction phase of the Ice Bridge is completed to the specified final load capacity and width. **An occurrence will be paid when the ice measuring and testing is completed over the entire length of the Ice Bridge (with one test no more than thirty (30) metres apart over the entire length of the Ice Bridge)**. This payment will be full compensation for all labour, equipment, tools, telecommunication devices and service costs, recording of pertinent data, determining load limits, traffic accommodation and signing, inspections, administration costs, insurance and incidentals necessary to complete the Work. Ice measuring and testing required up to the completion of the construction of the ice bridge to the specified final load capacity and width or any partial ice measuring and testing not covering the entire length of the Ice Bridge, after construction to the specified final load capacity and width, will be considered incidental to the Work.
 - f. Insurance cover will only be paid when the County has received confirmation from the insurance company that the Contractor has obtained appropriate insurance cover. Insurance will be paid on the actual cost up to a maximum of \$15,000 for insurance per year.
 - g. Partial ice measuring and testing that does not cover the entire length of the Ice Bridge shall be considered incidental to the Work.
 - h. Flooding required for the routine maintenance of the Ice Bridge shall be considered incident to the Work. Routine flooding maintenance shall be in accordance with Section 5.9 Ongoing Ice Bridge Maintenance of this agreement.
 - i. The use of heavy equipment required for Ice Bridge maintenance as specified in Section 5.9(h), shall require prior approval from the County. Payment for approved heavy equipment that is required for maintenance of the Ice Bridge shall be at 80% of the hourly rate, as per the current Alberta Roadbuilders and

PLANS

Heavy Construction Association Equipment Rental Rates Guide. **The County reserves the right to reject any or all payment for such work if prior approval was not granted.**

- j. Supply, installation and removal of any or all signs, traffic control devices, traffic delineators, reflectors or flags required for traffic control and guidance will be considered incidental to the Work.
- k. Daily inspections on the Ice Bridge will be considered incidental to the Work.
- l. The County's payment for the construction and maintenance of the Ice Bridge will be made by an **invoice after the completion of each phase of construction of the Ice Bridge as described in Section 25.20(a) and Section 25.20(g) for Ice measuring and testing required after the completion of the construction of the ice bridge to the specified final load capacity and width on a monthly basis.** Invoices are to be forwarded by the Contractor to the Mackenzie County's Fort Vermillion Office at the following address:
 Mackenzie County
 PO Box 640
 Fort Vermillion, AB T0H 1N0
- m. All Invoices submitted by the Contractor shall **clearly describe;**
 - the service provide as outlined in Section 25.20 of this agreement.
 - the billable cost for the service, along with the total accumulated cost billed to the County to date.

5.21 TERM

- a. The Agreement shall commence on 0:00:01 October 31st, 2010 and shall terminate on 23:59:59 April 30th, 2013.

5.22 GOODS AND SERVICES TAX

- a. This is to certify that the property and/or services ordered/purchased hereby are being purchased by Alberta Infrastructure and Transportation which is part of the Alberta Crown or is listed as a tax free Alberta Government agency, and therefore not subject to the Goods and Services Tax. This exemption applies to all payments made by Alberta Infrastructure and Transportation to the County under this Agreement.

5.23 TERMINATION WITHOUT FAULT OF CONTRACTOR

- a. The County reserves the right to annul the Agreement at any time upon giving at least **thirty (30) days** notice in writing, to the Contractor, in which event the Contractor shall cease Work and shall be entitled to payment for the Work completed by the Contractor up to the time of the annulment.

5.24 CONFIDENTIALITY

- a. The Contractor shall treat data and information concerning the County or third parties, or the business activities of them, as confidential and not disclose, copy, use, or permit the use of it at any time or in any way, other than for the purpose of performing this Agreement. The Contractor shall not communicate any matters

Mackenzie County _____

Contractor _____

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concerning the Work to any member of the public or any news medium, whether the press or radio or television, without the prior written consent of the County.

- b. The Contractor shall limit the disclosure of confidential information to those persons to whom such disclosure is strictly necessary for the performance of the Agreement and shall ensure that those persons are bound by obligations of confidentiality equal to those contained in this section.
- c. The Contractor shall not use the name of the County in whole or in part, in publicity releases, advertising or promotion of the Contractor's business without the County's written consent.

5.25 FREEDOM OF INFORMATION

- a. Any information collected or generated by the Contractor in the course of the performance of the Agreement, may be property of the Contractor and the County as public bodies and is subject to the Freedom of Information and Protection of Privacy Act, as well as all other regulatory requirements governing the management of personal information.
- b. Both the Contractor and the County, when dealing with requests received under the Freedom of Information Protection of Privacy Act, will contact the other party prior to releasing any information to a third party under this legislation.

5.26 OCCUPATIONAL HEALTH AND SAFETY ACT

- a. The Contractor shall familiarize himself, its staff and its sub-contractors with the terms of the Occupational Health and Safety Act and the regulations thereunder to ensure complete understanding respecting the responsibilities given and compliance required. The Contractor acknowledges that it is and assumes all of the responsibilities and duties of the "prime contractor" as defined by the Occupational Health and Safety Act, and that it shall, as a condition of the Agreement, comply with the Occupational Health and Safety Act and the regulations thereunder.
- b. In the event that the worksites of two (2) or more Prime Contractors coincide, it shall be the responsibility of the Prime Contractor of this Agreement to liaise with all other Prime Contractors and jointly develop a health and safety system or process for the affected work site. If two (2) or more Prime Contractors of the County can not agree on a process or system that addresses the safety concerns of all parties, work at the affected work site shall cease and the matter shall be referred to the County or its representative. Upon review, the County or its representative will decide which Prime Contractor shall be responsible for resolving the disputed safety issue. Such decision shall be final and binding upon all Prime Contractors.
- c. Prime Contractor shall, to the extent required by the Occupational Health and Safety Act and Regulations, establish and maintain a health and safety system or process to ensure compliance with the Act by its employees, agents and sub-contractors/County operators.
- d. The Contractor has the responsibility to identify work site hazards and develop operational and occupational safety policies, procedures and plans specific to the Work to ensure the safety of every person at the work site and of the public traveling through the site. When requested by the County, the Contractor shall provide copies of these safety policies, procedures and plans prior to the

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commencement of the Work, along with verification that they have been submitted to Alberta Human Resources and Employment, Workplace, Health and Safety.

- e. If the Alberta Human Resources and Employment, Workplace, Health and Safety conducts a work site inspection that results in orders being issued to the Contractor, the Contractor shall immediately supply copies of these orders to the County's Project Manager.
- f. The County may suspend the Work in accordance with Condition 32 County's Authority to Suspend Work, in cases of recognized imminent danger or when the Contractor fails to comply with safety orders issued or to rectify previously identified work site hazards. The County's interpretation of a work site hazard will be considered final in all cases.
- g. In the event of an injury or accident, as defined by Occupational Health and Safety Regulations, involving employees of the Contractor or its sub-contractors, the Contractor shall immediately notify the County's Project Manager and conduct an accident investigation in accordance with provisions of the Occupational Health and Safety Act. In addition, the Contractor shall supply a copy of this investigation report to the County's Project Manager within forty-eight (48) hours of the occurrence.
- h. Upon Agreement award, a pre-commencement meeting will be conducted by the County. The Contractor shall ensure its project supervisor, the designated safety representative, and a representative from each sub-contractor is in attendance.
- i. While the Work is in progress, the Contractor's project supervisor shall conduct safety meetings monthly. The Minister and the County or their designate shall be invited to attend.

5.27 SAFETY CERTIFICATE OF RECOGNITION (COR)

- a. The Contractor shall, for the duration of this Contract, without limiting its obligations or liabilities herein and at its own expense, maintain a valid safety Certificate of Recognition from the Alberta Construction Safety Association or an approved equivalent. A Small Employer's Certificate of Recognition is not considered acceptable. The Consultant will provide a valid Safety Certificate of Recognition for his organization or company from an approved Safety Accreditation Program.
- b. Where it is not possible to retain a full COR vendor, the County may take an agreement directly with the Project Sponsor. In this case, the Agreement shall be approved by the Regional Director/Executive Director. Additionally, the Project Sponsor will be responsible for reviewing and accepting the Contractor's safety program, and or conducting and documenting a detailed pre-job safety meeting in accordance with Appendix A-S01 of the Engineering Consultant Guidelines for Highway and Bridge Projects – Volume 2.

5.28 MINISTER AND COUNTY'S AUTHORITY TO SUSPEND WORK

- a. The Minister and County shall have the authority to suspend the Work, in whole or in part, for such a period as it deems necessary, due to conditions that it considers unfavourable for the execution of the Work or due to the failure of the Contractor to comply with any provision of the Agreement.

PLANS

- b. Upon receipt of the Minister or the County's written notice to suspend the Work, the Contractor shall immediately suspend those operations as are specified in the notice. No such suspension shall vitiate or void the Agreement or any part thereof or any security or obligation for the performance thereof or relieve the Contractor of any other responsibility under the terms and conditions of the Agreement, including the preservation and care of the work site and materials used in the performance of the Work.
- c. Except in situations of imminent danger, the Contractor shall not suspend the Work without the consent of the County.

5.29 THIRD PARTY ACCIDENT REPORTING

- a. The Contractor shall immediately notify the County of any accidents involving its or its sub-contractors equipment/vehicles that occur during the construction or maintenance of the Ice Bridge, and which involve a fatality, serious personal injury, or 3rd party property damage in excess of one thousand dollars (\$1,000) or as specified in the Traffic Safety Act, or any act or regulation that replaces the Traffic Safety Act. The Contractor shall investigate the accident (including those of its sub-contractors) and complete a detailed accident report in a form satisfactory to the County within forty-eight (48) hours of knowledge of the accident (report to include photographs, details of site conditions, records of signs, etc.) and shall provide the County with such accident report forthwith upon its completion.

5.30 NOTICES

- a. Notices and other communications require or permitted to this Agreement shall be delivered personally, sent by facsimile, or mailed:
 - To the Contractor at:
Contractor Name:
Attention:
Address:

Fax. No.:
 - To the County at:
Mackenzie County
Attention: Chief Administrative Officer
Box 640, Fort Vermilion, AB, T0H 1N0
Fax. No.: (780) 927-4266
- b. Daily notices shall also be sent by facsimile to:
 - To the County at:
Mackenzie County
Attention: John Klassen, Director of Operations South
Fax. No.: (780) 928-3636

PLANS

5.31 NO WAIVER

- a. Failure or delay on the part of either of the parties in exercising any right, power or privilege hereunder shall not operate as a waiver thereof.

5.32 WAIVER NOT AFFECTING RIGHTS ON BREACH

- a. No waiver of any right, power or privilege by a party shall limit or affect that party's rights with respect to any breach of this Agreement by the other party.

5.33 FURTHER ASSURANCES

- a. Each of the parties hereto shall execute such further documents and give such further assurances as are required to give effect to this Agreement.

5.34 SEVERABILITY OF ARTICLES

- a. It is intended that all Conditions of this Agreement shall be fully binding and effective between the parties, but in the event that any particular Condition or Conditions or a part of one is found to be void, voidable or unenforceable for any reason whatsoever, and the particular Condition or Conditions or part of the Condition shall be deemed severed from the remainder of this Agreement and all other Conditions shall remain in full force.

5.35 TIME IS OF THE ESSENCE

- a. Time is and shall continue to be of the essence in this Agreement.

5.36 SURVIVAL OF TERMS

- a. Despite any other provision in this Agreement, those Conditions, which by their nature continue after the conclusion or termination of this Agreement, shall continue after such conclusion or termination of this Agreement.

5.37 CHOICE OF LAW

- a. This Agreement shall be construed and interpreted in accordance with the laws of the Province of Alberta, and the parties hereto attorn to the jurisdiction of the Courts of the Province for the interpretation and enforcement of the provisions hereof.

5.38 ORDER OF PRECEDENCE

- a. In the event of a conflict or inconsistency among the Schedules, this document excluding the Schedules, and any of their respective amendments; the documents, as amended, shall take precedence and govern in the following order:
 - This document excluding Schedules;
 - The Schedules;

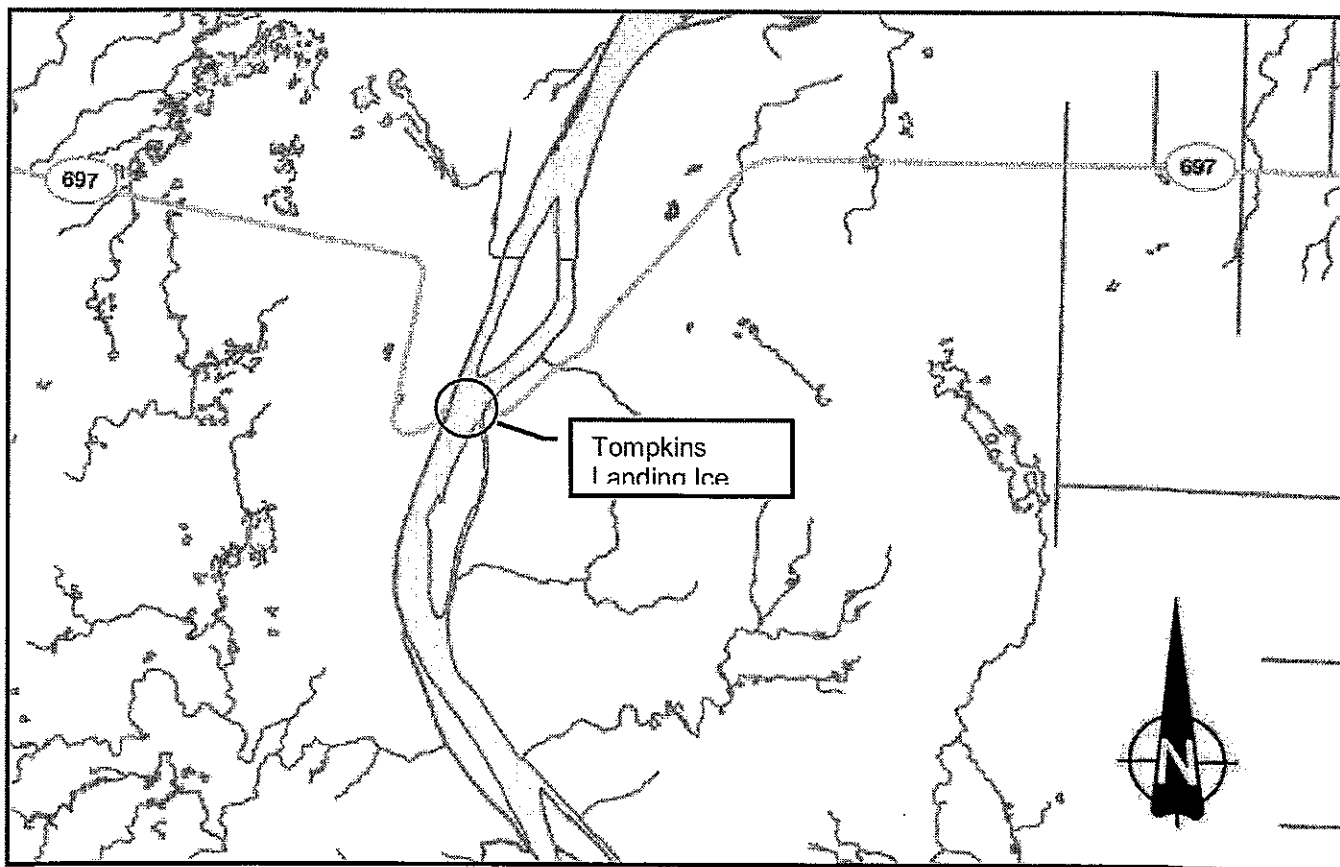
PLANS

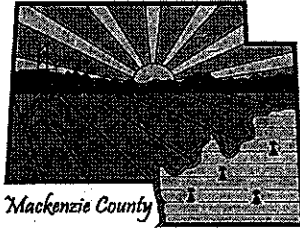
5.39 FAIR AND LIBERAL INTERPRETATION

- a. The Contractor and the Minister agree to give this Agreement a fair and liberal interpretation and to negotiate with fairness and candour, any modification or alteration that may be rendered necessary by changing terms, conditions, or special provisions.

6. PLANS

6.1 SCHEDULE "A"





MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 29, 2010
Presented By:	John Klassen, Director of Operations-South
Title:	Waste Hauling Contract

BACKGROUND / PROPOSAL:

The Mackenzie County Waste Hauling Contract expires December 31, 2010. We are receiving numerous inquiries as to the re-tendering of the contract, along with suggested changes and require Council's input pertaining to the request of changes which are as follows:

- 1) Change the Contract from a 3-year term to a 5-year term;
- 2) Divide the Contract either via individual transfer station or North/South areas;
- 3) Price per bin tipped in High Level as opposed to tonnage; and
- 4) Revise the Contract and advertise for Tender on October 28, 2010 and award the Tender on November 9, 2010.

For your perusal, we have attached a copy of the current Waste Hauling Contract.

OPTIONS & BENEFITS:

For discussion.

COSTS & SOURCE OF FUNDING:

2011 Waste Operating Budget

RECOMMENDED ACTION:

That administration develop a Waste Hauling Contract, as discussed.

Author: Pauline Short

Review By: _____

CAO 

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

MACKENZIE COUNTY

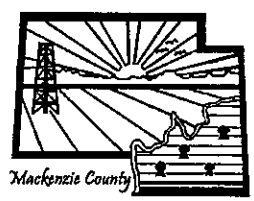
Contract and Specifications

For

HAUL OF TRANSFER STATION WASTE

Indian Cabins Site	SW 22-125-18 W5M
Steen River Site	SE 27-122-19 W5M
Zama Sign Corner Site	SE 5-117-4 W6M
Zama Transfer Station	LDS11&12, 12-117-5 W6M
Rocky Lane Transfer Station	SW 22-109-14 W5M
Fort Vermilion Transfer Station	Lot 1, Plan 7920058
Blumenort Transfer Station	NE 35-107-14 W5M
La Crete Transfer Station	Lot 18, Plan 9420729
Buffalo Head Prairie Transfer Station	NE 23-104-15 W5M
Bluehills Transfer Station	NW 11-104-17 W5M

Transportation, Disposal and Other Work



Notice to Bidders – Hauling of Transfer Station Waste Contract

For information regarding this project, you may contact the Director of Environmental Services in La Crete, John Klassen at (780) 928-3983. Please be advised that the tenders are to be submitted in a **sealed envelope** addressed as follows:

Do Not Open Tender Documents **Hauling of Transfer Station Waste Tender**

Mackenzie County
P.O. Box 640, 4511 - 46 Avenue
Fort Vermilion, AB T0H 1N0
Attention: John Klassen
Director of Environmental Services

Please use the tender envelope provided.

Sealed tenders **must** be received at the Mackenzie County office in Fort Vermilion, located at 4511 46 Avenue or by registered mail to PO Box 640, Fort Vermilion, AB T0H 1N0 no later than **12:00 pm** on the **28th day of November, 2007**.

Tenders will be opened at **5:00 pm** at the Mackenzie County office in Fort Vermilion; public may be present.

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

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

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SCHEDULE A HOURS OF OPERATION

SCHEDULE B AVERAGE TONNAGE CALCULATION



1.0 INSTRUCTION TO BIDDERS – COMPLETING TENDER FORMS

1.1 CONDITIONS FOR TENDER SUBMISSIONS

Bidders may submit tenders at the following location only:

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

Bidders may submit Tenders only up to **12:00 pm** local time on **November 28, 2007**. Bidders must submit Tenders on the forms issued with this Tender Document.

When Submitting a Tender all pages entitled "Tender Forms" and all addenda issued by Mackenzie County must be submitted, sealed in the envelope provided, to the **Director of Environmental Services** of Mackenzie County at the above noted address. It shall be marked "**Hauling of Transfer Station Waste Tender**", time and date of tender opening clearly marked on the lower right hand corner of the envelope.

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

1.2 COMPLETING TENDER FORMS

The "Unit Price Schedule" must be completed by:

- a. showing the Unit Price per Bin, the Total price per Line, and the Unit Price Total (in case of discrepancy, the Unit Price per Bin will take precedence).
- b. showing the sum of all tender item totals in the space marked "Total Tender".

1.3 Addenda

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

1.4 Changes and Withdrawals of Tender Submissions

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



INSTRUCTIONS TO BIDDERS

- 2 -

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

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

1.5 Project Inquiries

For Information regarding this Tender, you may contact:

John Klassen
Director of Environmental Services
Mackenzie County
P.O. Box 640
Fort Vermilion AB T0H 1N0
Phone: (780) 928-3983
Fax: (780) 928-3636
Email: jklassen@mackenziecounty.com

TENDER FORMS

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2. TENDER FORMS

2.1 Tender for Provision of Services

To Mackenzie County of the Province of Alberta:

L&P Disposals

(Name Of Contractor)

the undersigned, hereby tenders and agrees to execute all the work of every description required in the transportation and disposal and other work for the following:

Indian Cabins Site	SW 22-125-18 W5M
Steen River Site	SE 27-122-19 W5M
Zama Sign Corner Site	SE 5-117-4 W6M
Zama Transfer Station	LDS11&12, 12-117-5 W6M
Rocky Lane Transfer Station	SW 22-109-14 W5M
Fort Vermilion Transfer Station	Lot 1, Plan 7920058
Blumenort Transfer Station	NE 35-107-14 W5M
La Crete Transfer Station	Lot 18, Plan 9420729
Buffalo Head Prairie Transfer Station	NE 23-104-15 W5M
Bluehills Transfer Station	NW 11-104-17 W5M

Transportation and Disposal

in strict accordance with the conditions and specifications, for the unit prices in the unit price schedule enclosed.

The undersigned acknowledges receipt of the following addenda,

- _____
- _____
- _____
- _____

which shall form part of the Tender Document.



TENDER FORMS

2.2 Unit Price Schedule

2.3 Tender Agreement

Schedule 'A' Unit Prices					
Site	Estimated Tonnes Per Month	Estimated No. of Bins Per Month		Unit Price Per Bin	Total Price per Line
Bluehills	8.8	24.2	6 yrd Bins		
	9.2	3.0	40 yrd Bins		
Buffalo Head Prairie	9.0	24.7	6 yrd Bins		
	5.8	1.9	40 yrd Bins		
La Crete	80.6	221.9	6 yrd Bins		
	22.2	7.2	40 yrd Bins		
	15.0 wood/yard waste	4.9	40 yrd Bins		
Blumenort	14.5	39.8	6 yrd Bins		
	14.0	4.6	40 yrd Bins		
Fort Vermilion	22.2	61.1	6 yrd Bins		
	18.8	6.1	40 yrd Bins		
Rocky Lane	6.5	17.8	6 yrd Bins		
	2.7	0.9	40 yrd Bins		
Zama	1.4	3.8	6 yrd Bins		
	11.6	3.8	40 yrd Bins		
Steen River, Indian Cabins & Zama Sign Corner	1.2	3.2	6 yrd Bins		
Unit Price Total					
Unit Price Total \$ _____ x 36 months = Total Tender Price = \$ _____					



TENDER FORMS

- 5 -

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

The undersigned encloses herewith as bid security a bond, certified cheque, or a irrevocable letter of credit payable to Mackenzie County of the Province of Alberta for **\$10,000** and the undersigned hereby agrees that should he refuse or fail within twenty-one days after the contract is offered to him by Mackenzie County for acceptance;

- (a) to enter into a contract with Mackenzie County for the performance of the work and/or the supplying of services covered by this tender, and
- (b) to provide security as required by the conditions, and a contract for the work and/or material is entered into with some other person for a greater amount,

the undersigned hereby agrees to forfeit all right and title to the aforementioned deposit, and the same is forfeited to Mackenzie County.

Providing the undersigned does enter into a contract with the Mackenzie County within 21 days after the contract is offered to him by Mackenzie County and has provided security as required by the conditions set out in this contract, his bid security will be returned to him.

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

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

whichever occurs first. At this time, the undersigned's bid security will be returned to him.

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



TENDER FORMS

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2.4 Tender Signing and Sealing

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

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

I, Larry Robinson of High Level in the Province of Alberta make oath and say:

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

(2) That I personally know the said Larry Bateman and he is in my belief of the full age of eighteen years.

SWORN before me at

Town of High Level

in the Province of Alberta,
this 27th day of November 2007

Signed _____
_____ Witness Sign Here

Signed _____

A Commissioner for Oaths in and for the Province of Alberta

(Seal)

Contractor's Name (Company Name)

Signed _____
Authorized Signature

Address

Postal Code

Contractor's Telephone Number

signed _____
Witness

Date

CONTRACT FORMS

- 8 -

Bid Security
(Inserted Here)
3 documents



CONTRACT FORMS

- 9 -

Certificate(s) of Insurance

(Inserted Here)

1 document

3.0 CONTRACT FORMS



CONTRACT FORMS

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MACKENZIE COUNTY **CONTRACT (Page 1)**

THIS Agreement made and concluded in triplicate as of this _____
 day of _____, 20__ between Mackenzie County of the first part and

 of the Town of _____ in the Province of

 (hereinafter called "the Contractor") of the second part.

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

HAUL OF TRANSFER STATION WASTE FOR THE FOLLOWING:

Indian Cabins Site	SW 22-125-18 W5M
Steen River Site	SE 27-122-19 W5M
Zama Sign Corner Site	SE 5-117-4 W6M
Zama Transfer Station	LDS11&12, 12-117-5 W6M
Rocky Lane Transfer Station	SW 22-109-14 W5M
Fort Vermilion Transfer Station	Lot 1, Plan 7920058
Blumenort Transfer Station	NE 35-107-14 W5M
La Crete Transfer Station	Lot 18, Plan 9420729
Buffalo Head Prairie Transfer Station	NE 23-104-15 W5M
Bluehills Transfer Station	NW 11-104-17 W5M

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



CONTRACT FORMS

- 10 -

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

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

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

SIGNED, SEALED AND DELIVERED BY THE CONTRACTOR IN THE PRESENCE OF:

(witness)

Contractor

SIGNED AND SEALED ON BEHALF OF THE MACKENZIE COUNTY

per _____
Bill Kostiw, Chief Administrative Officer

(witness)

TENDER AMENDMENT FORM

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4.0 TENDER AMENDMENT FORMS

We, _____
 (Name of Contractor)

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

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

We also acknowledge and agree that:

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

_____ being _____
 Signature Position in Company

of _____ dated _____
 Company Name Date

TENDER AMENDMENT FORM

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

5. GENERAL CONDITIONS

5.1 Definitions

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

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

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

Sludge: A thick liquid resulting from a settling process.

5.2 Contract Documents

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

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

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

5.3 Assignments

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

5.4 Subcontracts

Mackenzie County will recognize the Contractor only. Nothing contained in the Contract Documents shall create any contractual relationship between Mackenzie County and

GENERAL CONDITIONS

- 13 -

any of the Contractor's subcontractors.

Contractor agrees to bind every subcontractor by the terms of the Contract Documents, as far as applicable to the performance of the Contract.

5.5 Federal Goods and Services Tax

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

5.6 Protection of Work and Property

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

5.7 Indemnification

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

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

5.8 Liability Insurance

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

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

GENERAL CONDITIONS

advance notice to Mackenzie County of cancellation or material change. Mackenzie County should also be included as an Additional Insured.

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

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

5.9 Regulatory Requirements

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

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

Occupational Health and Safety Act

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

Copies of current legislation can be obtained from the following:

Publication Services	or	Queen's Printer Bookstore
Government of Alberta		Main Floor, McDougall Centre
11510 Kingsway Avenue		455 - 6th Street S.W.
Edmonton, Alberta		Calgary, Alberta
T5G 2Y5		T2P 4E8

Or at www.qp.gov.ab.ca

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

GENERAL CONDITIONS

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copies of these orders to Mackenzie County.

5.10 Materials and Equipment

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

5.11 Labor

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

5.12 Defective Services

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

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

5.13 Mackenzie County's Right to Terminate

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

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

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



GENERAL CONDITIONS

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5.14 Modification of Contract Work

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

5.15 Contract Term

The Term of the Contract shall be for three (3) year commencing on the 1st day of **January, 20**____ and ending on the 31st day of **December, 20**_____.

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

5.16 Payment

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

Invoices shall be submitted for each functional location as follows; payment for work associated with the northern region (Indian Cabins, Steen River, Zama Sign Corner and Zama) on one invoice, the central region (Rocky Lane, Fort Vermilion and Blumenort) on another invoice and the southern region (La Crete, Buffalo Head Prairie and Bluehills) on another invoice.

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

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

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

5.17 Worker's Compensation Board Coverage

The Contractor must maintain Worker's Compensation Board Coverage in good

GENERAL CONDITIONS

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standing throughout the duration of the Contract.

5.18 Omissions or Errors

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

5.19 Quantities

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

5.20 Examination of Work

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

5.21 Extra Work

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

5.22 Security

The Bidder shall furnish a bid security of **ten thousand dollars (\$10,000)** with the **Tender Documents**.

The Contractor shall furnish performance security in the amount of **ten thousand (\$10,000.00)** within twenty-one (21) days of Mackenzie County accepting their bid.

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

GENERAL CONDITIONS

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The security shall be in the form of:

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

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

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

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

5.23 Set Off Provisions

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

GENERAL CONDITIONS

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6.0 SUPPLEMENTAL CONDITIONS**6.1 Description of Work**

The work detailed herein deals specifically with the collection and hauling of domestic and other waste from waste transfer stations and selected sites to the regional landfill, situated approximately five kilometers west of the Town of High Level, along highway 58; the exception being one 40 yard bin at the La Crete Transfer Station that is used for wood and yard waste. It may be hauled to the Blumenort Waste Transfer Station and deposited on the burn pile there.

The domestic waste shall be deposited into 6 cubic yard waste bins. Construction and demolition waste will be collected in 40 cubic yard bins where available. All waste collected at each transfer station or selected sites is done so on a temporary basis. As demand warrants, the waste is hauled to the regional landfill.

The estimated waste generated, storage capacity, and land location associated with each waste transfer station and selected sites are detailed below.

Waste Transfer Stations & Selected Sites				
Station	Location	Annual Waste Generate (Est. Tonnes)	Total Number of Bins	
			6 yrd	40 yrd
Indian Cabins	SW 22-125-18 W5M	10.5	3	0
Steen River	SE 27-122-19 W5M		1	0
Zama Sign Corner	SE 5-117-4 W6M		1	0
Zama	LDS11&12, 12-117-5 W6M	155.7	10	4
Rocky Lane	SW 22-109-14 W5M	110.3	6	2
Fort Vermilion	Lot 1, Plan 7920058	491.7	12	2
Blumenort	NE 35-107-14 W5M	341.3	9	2
La Crete	Lot 18, Plan 9420729	1413.4	47	4
Buffalo Head Prairie	NE 23-104-15 W5M	177.2	10	1
Bluehills	NW 11-104-17 W5M	216.2	8	2

6.2 Equipment

Truck(s) utilized to perform the work described herein shall have a valid Alberta vehicle registration and a current commercial vehicle inspection certificate. Front loading compactor trucks shall be used to handle and transfer waste of the 6 cubic yard bins. roll off style trucks shall be used to handle the 40 cubic yard bins.



SUPPLEMENTAL CONDITIONS

- 20 -

The Contractor shall at all times have access to or be in possession of a reserve truck, one front loading compactor, and one roll off style truck in case of failure to primary vehicle used. At no time shall the county be affected by the failure of equipment from the Contractor, If the Contractor cannot meet the schedule for haul of waste due to equipment failure, Mackenzie County may hire an independent contractor to ensure waste removal is carried out. All costs incurred shall be charged back to the original contractor.

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

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

6.3 Operators Requirements

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

6.4 Emergency Response

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

6.5 Waste Transfer Stations

Mackenzie County shall ensure that the transfer sites are accessible at all times, and mark or identify the waste bins to be emptied prior to loading. The Contractor shall make every reasonable effort to ensure that the waste bins at all locations are emptied in a timely manner.

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

It is the responsibility of the Contractor to ensure that the waste bins at any one of the transfer stations or select sites are emptied in a timely manner. The Contractor shall be

SUPPLEMENTAL CONDITIONS

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responsible for all costs that result due to failure of the Contractor to execute the work described herein on a timely basis, meaning that the transfer stations are capable of accepting domestic waste into the waste bins at all times. If the storage capacity of any one waste transfer station for domestic waste in waste bins is reduced to ten percent of the original storage capacity, generally one waste bin, Mackenzie County may consider the Contractor in default of the Contract.

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

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

The Contractor shall record daily the date of the work, the number of bins that were emptied at each specific waste transfer station or selected site on daily Haul of Waste Record Forms.

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

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

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

6.6 Other Work

The Contractor shall haul no other waste or refuse other than the quantities at the waste transfer stations and select sites unless:



SUPPLEMENTAL CONDITIONS

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

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

6.7 Select Sites

Select sites are places designated for waste bin placement, which have not been identified as a waste transfer station. At this, time the select sites are Indian Cabins, Steen River and Zama Sign Corner.

6.8 Regional Sanitary Landfill Site

The domestic waste collected from the waste transfer stations shall be transferred by a front end loading truck to the landfill site. Under no circumstances shall the Contractor transfer the waste to any other site but a regional landfill site.

The regional landfill is under the management and administration of the Mackenzie Regional Waste Management Commission. The Contractor shall become familiar with the policies of the landfill regarding the acceptance of waste, tipping fees, hours of operation (**see Schedule "A"**) and any other conditions the landfill's manager may have in effect which relates to the work and waste described herein. For more information on the regional landfill call: **926-2958**.

Mackenzie County shall not be responsible for any charges levied against the Contractor for access to the regional landfill site outside regular hours of operation.

The Contractor shall not be entitled to any compensation related to restrictions or conditions imposed by landfill management on the Contractor regarding the day to day operation of the landfill. Undue hardships that result from changes in the day to day operation of the landfill shall be reported to Mackenzie County in writing, otherwise it shall be understood that the Contractor has no problems with the Regional Landfill Site and no hardships exists that impact his operation.

6.9 Contract Quantities

The quantities given of annual waste generated are estimated quantities based on information from Haul of Waste Record tickets provided by the previous holder of this contract.

SUPPLEMENTAL CONDITIONS

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Each domestic waste bin has a capacity of six cubic yards which corresponds to approximately **0.363 tonnes** of waste. Commercial and demolition waste is deposited in forty cubic yard bins. It is estimated that on average each of these contains approximately **3.07 tonnes** of waste. The average tonnage calculation is provided in **Schedule B**.

The Contractor shall provide to Mackenzie County monthly, records of all quantities of waste hauled to the regional landfill for work stipulated under this Contract or any other work performed outside of this Contract in the form of a haul of waste record with the applicable landfill scale ticket attached.

6.10 Tipping Fees

Mackenzie County is responsible to pay for the tipping fees levied for the disposal of all waste associated with the Contract. Mackenzie Regional Landfill will invoice these tipping fees to Mackenzie County monthly.

6.11 Scavenging

The Contractor or his employees shall not engage in the scavenging of waste materials at any of the waste transfer stations or select sites unless Mackenzie County has granted written approval.

6.12 Road Bans/Weight Restrictions

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

6.13 Payment

Payment shall be based on the Contract Unit Price per waste bin emptied at a transfer station or select site. Transportation to the regional landfill and disposal of waste there is incidental to the Contract and no other form of compensation will be given.

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



SUPPLEMENTAL CONDITIONS

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Mackenzie County will make payments on a monthly basis upon receipt of an invoice from the Contractor.

6.14 Request for Contract Price Adjustment

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

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

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

6.15 County Responsibility

Mackenzie County is responsible to ensure that the waste transfer stations are capable of accepting waste, having available bin space to permit the acceptance of waste during anytime that the waste transfer station is open to the public, as per **Schedule "A"**.

Mackenzie County shall be responsible to monitor the status of all sites. It would be to the Contractors benefit to also monitor the status of all sites. Mackenzie County will provide information to the Contractor upon request, however Mackenzie County accepts no liability or responsibility for information provided to the Contractor.

6.16 Penalty Clause

If in the opinion of Mackenzie County the Contractor is in default of services, Mackenzie County reserves the right to administer a fine in the amount of five hundred dollars (\$500.00) per occurrence in accordance with General Condition 5.12 or terminate the contract pursuant to General Condition 5.13.

6.17 Additions to Contract

SUPPLEMENTAL CONDITIONS

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In the event of additional sites being added to this Contract, the Contractor and Municipal District will then negotiate a price for these site(s). Once a price is agreed to in writing these sites will become part of the Contract and will endure for the remainder of the Contract.

6.18 Contract Extension

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

6.19 Drop Box System

Incorporated with the transfer of waste are 40 cubic yard containers, typically referred to as drop boxes, generally these containers are hauled by:

- 1) Roll-Off Vehicles or;
- 2) Tilt Trailer pulled by Highway Tractor Units

The method of transfer and unloading of these bins shall be determined by the Contractor. Any damage to the bins as a result of the Contractor's method of loading and unloading shall be the responsibility of the Contractor to either replace or restore the bin to its original condition.



SCHEDULE "A"

HOURS OF OPERATION High Level Regional Sanitary Landfill

High Level Regional
Sanitary Landfill

Monday, Tuesday, Thursday, Friday
8:00 am to 5:00 pm

Saturday
9:00 am to 5:00 pm

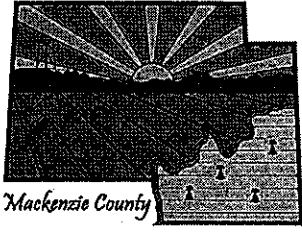
HOURS OF OPERATION Waste Transfer Stations

SITE LOCATION	DAY OF WEEK	OPERATING HOURS
Rocky Lane Transfer Station	Wednesday	12:00 pm to 6:00 pm
	Saturday	12:00 pm to 6:00 pm
Fort Vermilion Transfer Station	Monday	9:00 am to 1:00 pm
	Wednesday	4:00 pm to 8:00 pm
	Friday	9:00 am to 1:00 pm
	Saturday	1:00 pm to 5:00 pm
La Crete Transfer Station	Tuesday	9:00 am to 1:00 pm
	Thursday	4:00 pm to 8:00 pm
	Saturday	8:00 am to 6:00 pm
Zama Transfer Station	Tuesday	4:00 pm to 8:00 pm
	Thursday	4:00 pm to 8:00 pm
	Saturday	12:00 pm to 6:00 pm
Blumenort Transfer Station	Tuesday	2:00 pm to 8:00 pm
	Saturday	12:00 pm to 6:00 pm
Bluehills Transfer Station	Thursday	9:00 am to 1:00 pm
	Saturday	10:00 am to 6:00 pm
Buffalo Head Prairie Transfer Station	Tuesday	4:00 pm to 8:00 pm
	Thursday	4:00 pm to 8:00 pm
	Saturday	12:00 pm to 6:00 pm

SCHEDULE "B"

**Average Tonnage Calculations
(6 pages)**





MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 29, 2010
Presented By:	William Kostiw, Chief Administrative Officer
Title:	Rural Water Line Project

BACKGROUND / PROPOSAL:

Council approved the rural water line budget for Phase 1 and has selected the route.
 A draft tender will be provided at the Council meeting.

OPTIONS & BENEFITS:

The options are to tender as one tender for both the water line and the booster station or as two separate tenders. I recommend that we tender as two separate tenders for budget and logistic reasons.

COSTS & SOURCE OF FUNDING:

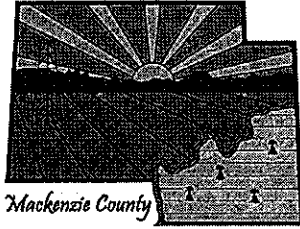
Water Line – 2010 Budget
 Booster Station & Truck Fill – 2011 Budget

RECOMMENDED ACTION:

Motion 1
 That Council approve tendering the Rural Water Line Project and close tenders on October 13, 2010.

Motion 2
 That Council approve tendering the Booster Station and Truck Fill and close tenders on January 11, 2011.

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



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 29, 2010
Presented By:	William Kostiw, Chief Administrative Officer
Title:	Gravel Crushing (2011)

BACKGROUND / PROPOSAL:

The County gravel supply is substantially depleted.

A copy of the final draft crushing contract will be presented at Council.

OPTIONS & BENEFITS:

The options are to crush for three years or on an annual basis.

COSTS & SOURCE OF FUNDING:

2011 Budget

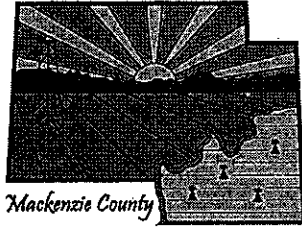
RECOMMENDED ACTION:

That Council approve the 2011 gravel crushing contract as presented.

Author: W. Kostiw

Review by: _____

CAO



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 29, 2010
Presented By:	William Kostiw, Chief Administrative Officer
Title:	High Level East Water Management Project

BACKGROUND / PROPOSAL:

Council has approved the High Level East Water Management project in the 2010 budget.

A draft copy of the tender will be provided at the meeting.

OPTIONS & BENEFITS:

The alignment options have been reviewed and the farmer committee has approved the one presented for Phase I.

COSTS & SOURCE OF FUNDING:

2010 Budget

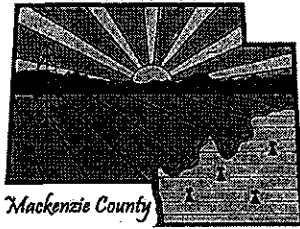
RECOMMENDED ACTION:

That Council approved the High Level East Water Management tender as presented with tenders closing on October 13, 2010.

Author: W. Kostiw

Review by: _____

CAO 



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 29, 2010
Presented By:	Marion Krahn, Acting Supervisor of Planning & Development
Title:	Bylaw 764-10 Road Closure - Maree Vervoort (High Level Rural)

BACKGROUND / PROPOSAL:

Bylaw 764-10, being a request to close and sell a portion of government road allowance between NW 4-109-17-W5M and NE 5-109-17-W5M for the purpose of consolidating a fragmented parcel onto a quarter section, received first reading at the June 8, 2010 Council meeting. A public hearing was held at the July 8, 2010 Council meeting.

The Bylaw has now been signed by the Minister of Transportation and is presented to Council for second and third reading.

HISTORY:

On April 29, 2010, the Municipal Planning Commission approved Subdivision 01-SUB-10 for a fragmented parcel of land with optional conditions. These options were:

Options

- i. Road Plan 802 1388 shall be extended east to the east side of the theoretical road allowance between the NW 4-109-17-W5M and NE 5-109-17-W5M. This road shall be constructed to Mackenzie County standards and at the developer's expense, or
- ii. The developer may request to close and purchase the theoretical road allowance between the NW 4-109-17-W5M and NE 5-109-17-W5M and consolidate the three parcels together. Should the developer decide to go with this option then the extension of Road Plan 802 1388 will not be required.

The developer has chosen option two (2) and is requesting the road closure.

Author: L. Lambert Review by: M. Krahn CAO

RECOMMENDED ACTION:

Motion 1

That second reading be given to Bylaw 764-10 being a road closure bylaw to close and sell a portion of government road allowance between NW 4-109-17-W5M and NE 5-109-17-W5M.

Motion 2

That third reading be given to Bylaw 764-10 being a road closure bylaw to close and sell a portion of government road allowance between NW 4-109-17-W5M and NE 5-109-17-W5M.

Author: L. Lambert **Review by:** M. Krahn **CAO** _____

BYLAW NO. 764-10

BEING A BYLAW OF
MACKENZIE COUNTY
IN THE PROVINCE OF ALBERTA

FOR THE PURPOSE OF CLOSING TO PUBLIC TRAVEL AND CREATING TITLE
TO A PORTION OF A STATUTORY ROAD ALLOWANCE IN ACCORDANCE
WITH SECTIONS 22, 24 AND 606 OF THE
MUNICIPAL GOVERNMENT ACT, CHAPTER M-26,
REVISED STATUTES OF ALBERTA 2000.

WHEREAS, Council of Mackenzie County has determined that the statutory road allowance as outlined on Schedule A attached hereto, be subject to a road closure, and

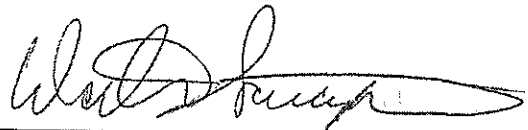
WHEREAS, notice of intention of the Council to pass a bylaw has been published in a locally circulated newspaper in accordance with the Municipal Government Act, and

NOW THEREFORE, be it resolved that the Council of Mackenzie County does hereby close to public travel for the purpose of creating title to the statutory road allowance described as follows, subject to the rights of access granted by other legislation or regulations:

1. Meridian 5 Range 17 Township 109
All that portion of Government Road Allowance
Lying within the limits of Plan 102 _____
containing _____ hectares (_____ acres) more or less.
Excepting thereout all mines and minerals.

READ a first time this 8th day of June, 2010

FDR

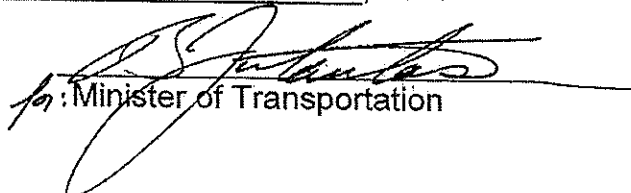


Greg Newman
Reeve



William Kostiw
Chief Administrative Officer

APPROVED this 7th day of SEPTEMBER, 2010



for: Minister of Transportation

Approval valid for _____ months.

READ a second time this ____ day of _____, 2010

READ a third time and finally passed this ____ day of _____, 2010.

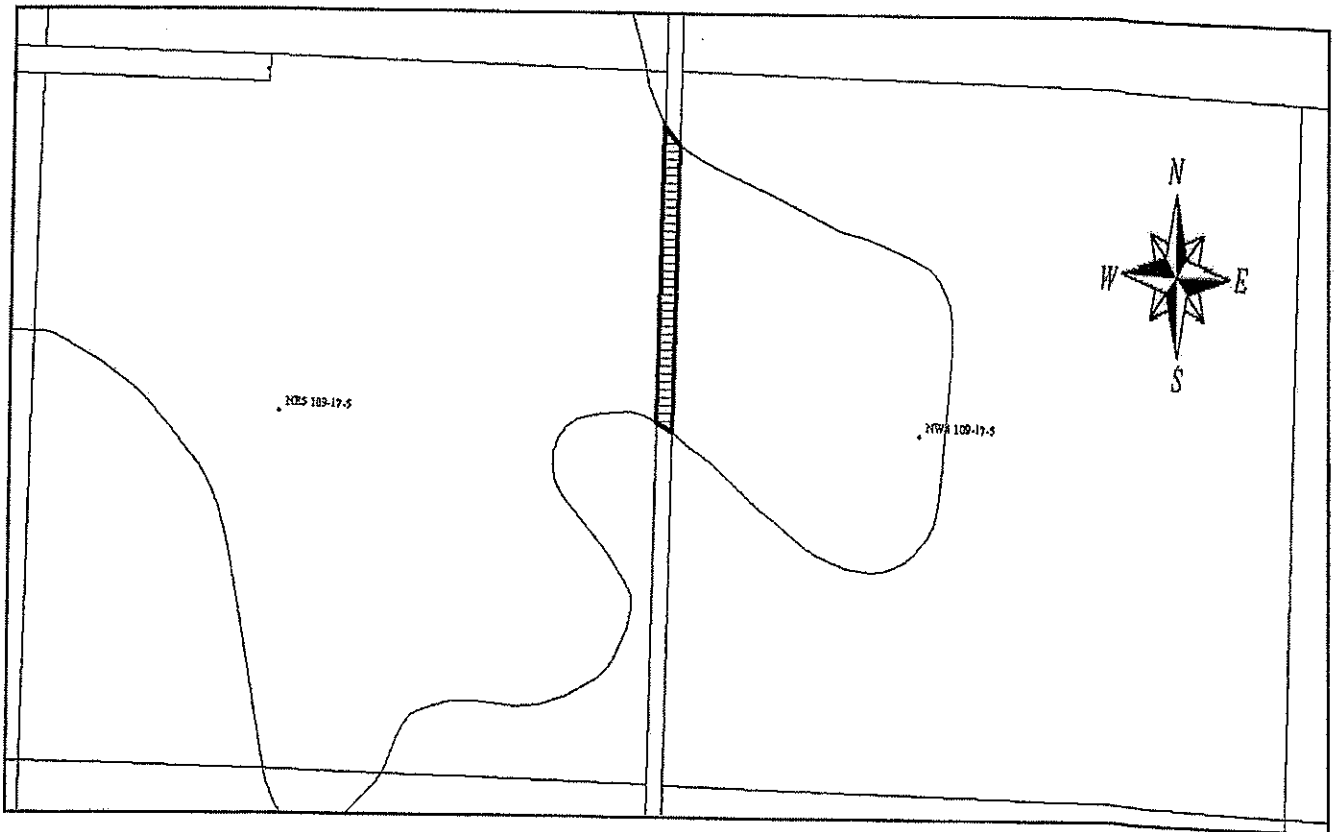
Greg Newman
Reeve

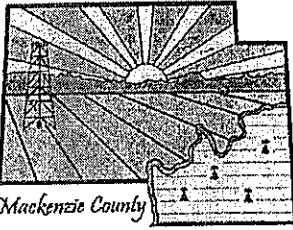
William Kostiw
Chief Administrative Officer

BYLAW NO. 764-10

SCHEDULE "A"

1. That the land use designation of the following property known as:
 2. Meridian 5 Range 17 Township 109
All that portion of Government Road Allowance
Lying within the limits of Plan 102 _____
containing _____ hectares (____ acres) more or less.
Excepting thereout all mines and minerals.





LAND USE BYLAW AMENDMENT APPLICATION

APPLICATION NO. Bylaw 764-10

NAME OF APPLICANT Maree Vervoort		
ADDRESS Box 1857		
TOWN High Level, AB		
POSTAL CODE T0H 1Z0	PHONE (RES.) 780-926-1500	BUS.

COMPLETE IF DIFFERENT FROM APPLICANT

NAME OF REGISTER OWNER Mike & Maree Vervoort		
ADDRESS		
TOWN		
POSTAL CODE	PHONE (RES.)	BUS.

LEGAL DESCRIPTION OF THE LAND AFFECTED BY THE PROPOSED AMENDMENT

QTR./LS. NW	SEC. 4	TWP. 109	RANGE 17	M. 5	OR	PLAN	BLK	LOT
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LAND USE CLASSIFICATION AMENDMENT PROPOSED:

FROM: _____ to: Road Closure Request

REASONS SUPPORTING PROPOSED AMENDMENT:

Closure of a portion of government road allowance between NE 5-109-17-W5M and NW 4-109-17-W5M in order to subdivide and consolidate a portion of NW 4-109-17-W5M into NE 5-109-17-W5M.

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

RECEIPT NO. 117368

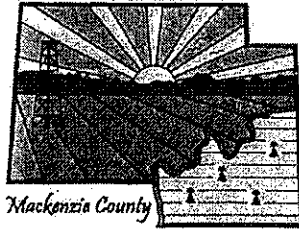
APPLICANT [Signature]

DATE May 04/2010

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

REGISTERED OWNER _____

DATE _____



Mackenzie County
P.O Box 640, Fort Vermilion AB T0H 1N0
Phone (780) 927-3718 Fax (780) 927-4266

May 5, 2010

File No. 01-SUB-10

Maree Vervoort
Box 1857
High Level AB T0H 1Z0

Dear Mr. & Mrs. Vervoort:

Subdivision Decision on NW 4-109-17-W5M


Your application for subdivision has been APPROVED subject to the conditions set out on the attached Decision Form.

If any of these conditions are unacceptable to you, you may file an appeal to the Subdivision and Development Appeal Board. This appeal must be filed within 14 days of the receipt of this letter. The date of receipt is deemed to be 5 days from the date of this letter. The appeal, along with a \$250 fee, must be submitted to:

Secretary, Mackenzie County
Subdivision and Development Appeal Board
P.O. Box 640
FORT VERMILION AB T0H 1N0

If you are satisfied with the above decision, you may proceed to comply with the attached conditions prior to getting your subdivision registered at the Land Titles Office. The approval is valid for 1 year only; therefore, prior to **April 29, 2011**, you should prepare and submit to this office a plan suitable for registering for final endorsement. Prior to proceeding with your subdivision, please contact Liane Lambert at (780)-927-3718 to review the subdivision procedure.

Yours truly,


Mary Jo Van Order,
Director of Planning and Development

pc: Telus
ATCO Electric
Northern Lights Gas Co-op

MACKENZIE COUNTY
DECISION

FILE: 01-SUB-10
LEGAL: NW 4-109-17-W5M
DATE: April 29, 2010

DECISION: Based on those matters considered under Section 7 of the *Subdivision Regulation*, the submissions received from those agencies referred to under Section 5 of the *Subdivision Regulation* and submissions from adjacent landowners pursuant to Section 653(5) of the *Municipal Government Act*, the Subdivision Approving Authority hereby **APPROVES** the proposed subdivision subject to the following conditions:

1. This approval is for a single fragmented lot subdivision, 25 acres (10.11 hectares) more or less in size.
2. Applicant/developer shall enter into a Development Agreement with Mackenzie County which shall contain, but is not limited to:
 - a. Any outstanding property taxes are to be paid on the land proposed to be subdivided or arrangements made which are satisfactory to the municipality.
 - b. Provision of access to the subdivision and to the balance of the quarter in accordance with Mackenzie County standards and at the developer's expense.

Options

- i. **Road Plan 802 1388 shall be extended east to the east side of the theoretical road allowance between the NW 4-109-17-W5M and NE 5-109-17-W5M. This road shall be constructed to Mackenzie County standards and at the developer's expense, or**
- ii. **The developer may request to close and purchase the theoretical road allowance between the NW 4-109-17-W5M and NE 5-109-17-W5M and consolidate the three parcels together. Should the developer decide to go with this option then the extension of Road Plan 802 1388 will not be required.**
- c. Alberta Environment requires that any future development on the property (including the required access road) would have to be engineered in such a fashion that there could be no negative impacts to the river channel and the

existing riparian buffer. Adequate setback from the top of the bank should be put in place to ensure that the natural river erosion process do not in the future cause either a flood or stability issue to the landowners property or infrastructure. The services of a professional firm with experience in soil stability may be required to make a proper assessment of the site depending on the scope of future development. Contact Alberta Environment prior to any development at (780) 624-6239.

- d. Provision of a storm water management plan. Please contact Liane Lambert, Development Officer to discuss the requirements for your subdivision.
- e. All sewage disposals shall conform to the Alberta Private Sewage Treatment and Disposal Regulations.
- f. Prior to any development on the proposed subdivision, the developer shall obtain a development permit from the Municipality.
- g. Provision of utility right-of-way as required by ATCO Electric and Northern Lights Gas.

NOTE: All subsequent development must conform to all applicable provincial regulations and to the municipality's land use bylaw. Please contact the appropriate authorities to determine the required building/development standards.

Please contact your surveyor to determine if the Land Titles Office will accept a Descriptive Plan or a Plan of Survey for registration. Please ensure that the Alberta Land Surveyor that you contact fully explains the advantages or disadvantages of a plan of survey versus a descriptive plan.


Municipal Planning Commission

May 5, 2010
DATE

SUBDIVISION APPLICATION SITE PLAN

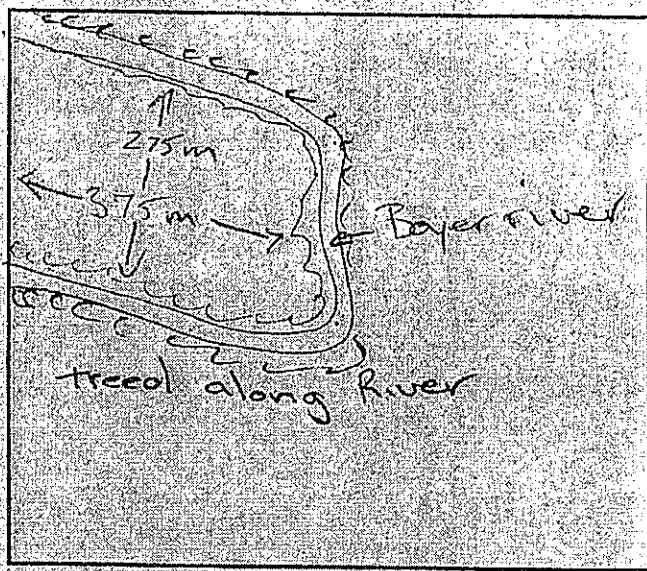
QTR./L.S. SEC TWP. RG M PLAN NO. BLK. LOT
 NW 4 109 17 5 or [] [] []

Date of site plan: June 30/09

Comments: this area is seperated from the remainder of the quarter by the Boyer River



MD ACCESS 750m
 ROW



TENTATIVE PLAN
APPROVAL
 SUBJECT TO THE
 CONDITIONS SET
 OUT ON THE ATTACHED
 DECISION FORM
 FILE: CL SUB-10
 DATE: April 29, 2010

Site Plan Checklist

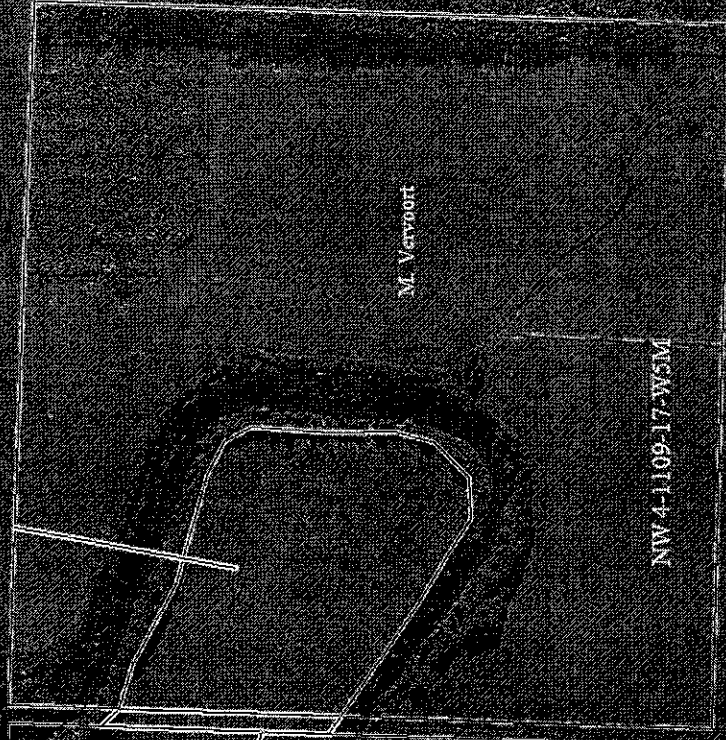
- Location of existing buildings from property lines None within 1/2 mile
- Location of proposed subdivision from property/quarter lines
- Location of access/driveway and distance from intersections
- Ravines, creeks, lakes, sloughs and any other water bodies
- Location of shelterbelts and/or treed areas along river
- Location of road(s) and/or road allowances
- Length and width of proposed subdivision 375m x 275m

NOTE: Where buildings are existing, the property must be surveyed by a qualified land surveyor.

Existing Forced Road



Proposed Subdivision



Road Allowance Site



No Road



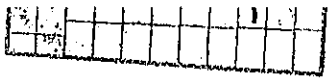
M. Vervoort

NW 4-1-109-17-W5M

M. Vervoort

NE 5-109-17-W5M

NW 4-109-17-W5M



www.isl.com

Base map

NC

ART

DISCLAIMER: Information shown here is for informational purposes only. The county does not warrant the accuracy of this information.

1104

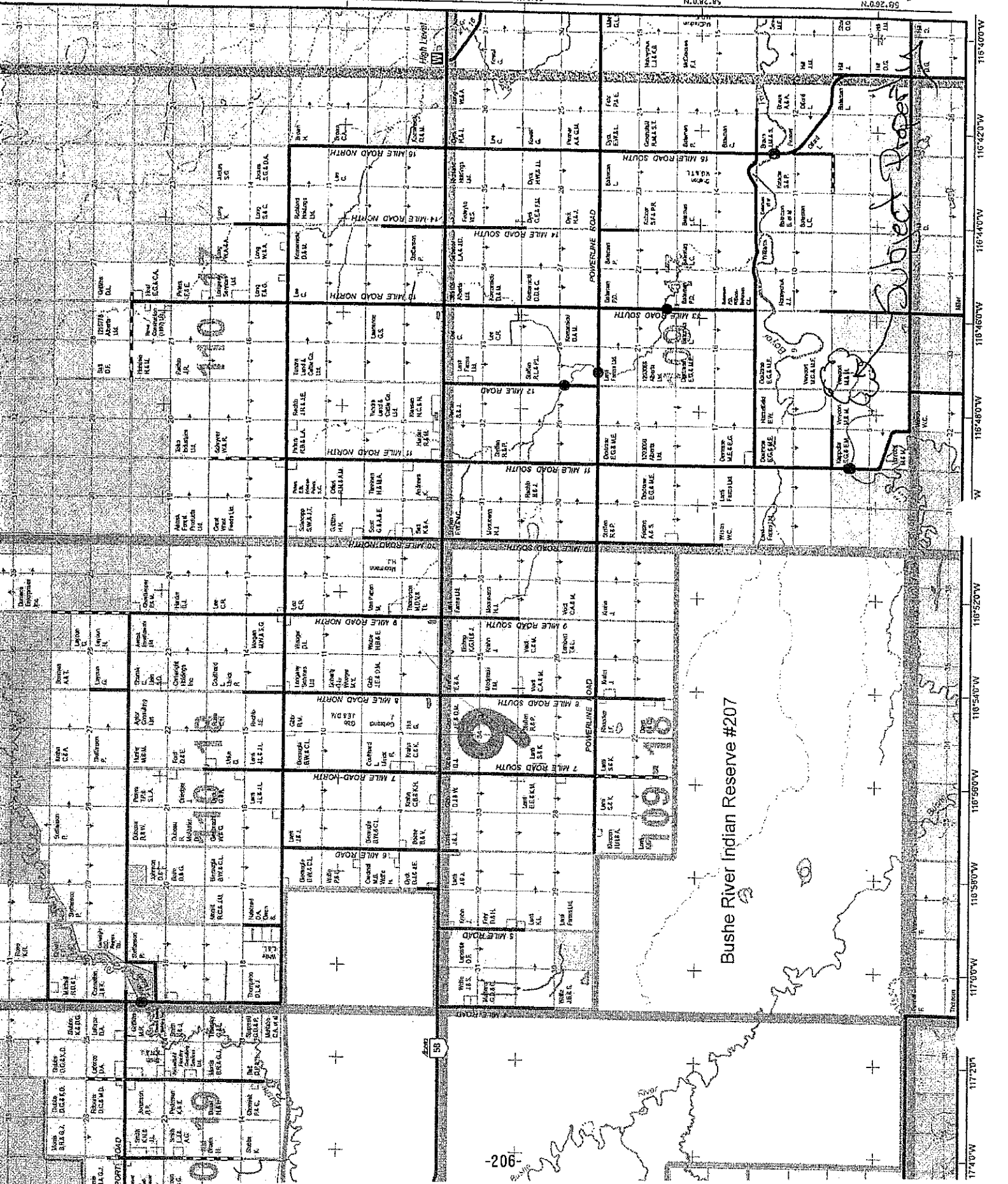
1102

1100

1098

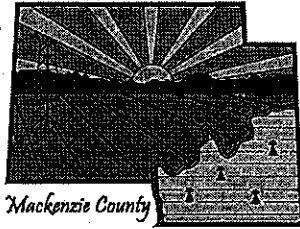
1092

1080



Bushe River Indian Reserve #207

Subject Property



MACKENZIE COUNTY
REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 29, 2010
Presented By:	Marion Krahn, Acting Supervisor of Planning and Development
Title:	Bylaw 767-10 Road Closure All that Portion of Road and Corner Cut-Offs Lying within Plan 082 9175 (Knelsen Sand and Gravel Subdivision) (La Crete)

BACKGROUND / PROPOSAL:

Bylaw 767-10, for the closure of all that portion of road and corner cut-offs lying within Plan 082 9175, received first reading at the June 23, 2010 Council meeting. A public hearing was held at the July 28, 2010 Council meeting.

The Bylaw has now been signed by the Minister of Transportation and is presented to Council for second and third reading.

HISTORY/DETAILS:

Bylaw 740/09, for the cancellation of Subdivision Plan 082 9175, in its entirety (including subdivision road and Public Utility Lot), was adopted by Council on November 25, 2009. In an effort to ensure that the Bylaw wording was correct, it was forwarded to Alberta Land Titles for review. Land Titles indicated that the Bylaw was okay, however, when it was submitted for registration, together with the subdivision documentation for 26-SUB-09 (Knelsen Sand and Gravel Ltd.), it was rejected. Bylaw 740/09 needed to include a road closure clause. A separate road closure bylaw is needed for that portion of road contained within the subdivision.

Bylaw 767-10 is presented to Council for the closure of all that portion of road and corner cut-offs lying within Plan 082 9175.

It is the practice of the Planning Department, when preparing Bylaws that will be registered with Alberta Land Titles, to forward a draft copy to Land Titles for review prior

Author: M. Krahn

Reviewed by: _____

CAO

to presentation and adoption by Council. This practice is intended to ensure that the document meets Land Titles specifications for registration and an attempt to avoid registration rejections. This practice was followed for Bylaw 740/09 however recent conversations with Land Titles staff revealed that the only portion of the Bylaw that they review is the description of the lands. In addition, Land Titles staff advised that they will not note their response for any other items or documentation that may be required for the Bylaw registration. Land Titles further advised that the complete review of the documentation is conducted only when submitted for registration. Planning staff was not aware of this practice and proceeded with Bylaw 740/09 believing that it was acceptable for registration.

The registration of Bylaw 740/09 was delayed until the subdivision documentation for 26-SUB-09 was submitted in an effort to ensure that the landowners of the two lots would not run into conflicts with their mortgage company.

Part of the issue regarding this property dates back to a dispute between the developer and the surveyor for Subdivision Plan 082 9175. This subdivision was near completion when the developer indicated that the pins for the road were in the wrong place. This resulted in confusion as to whether only the road or the entire subdivision was intended to be shifted 5 meters to the west. The subdivision was registered however the plan contained an error. The error was corrected on the registered plan however not in the ground until the following spring and this led to confusion for the purchasers of the two lots. The end result was an agreement between the owners of the two lots and developer to amend the subdivision boundaries (Bylaw 740/09 to cancel the subdivision and new boundaries to be established by subdivision 26-SUB-09).

OPTIONS & BENEFITS:

Bylaw 767-10 is needed in order for the registration of subdivision 26-SUB-09 to be completed.

COSTS & SOURCE OF FUNDING:

N/A.

RECOMMENDED ACTION:

MOTION 1

That second reading be given to Bylaw 767-10, being a Road Closure Bylaw for the closure and sale of all that portion of Internal Subdivision Road Allowance lying adjacent to and east of Plan 082 9175, Block 38, Lots 1, 2 and 3PUL for the purpose of reverting the lands back into Part of SW 9-106-15-W5M, from which it was taken.

MOTION 2

Author: M. Krahn Reviewed by: CAO

That third reading be given to Bylaw 767-10, being a Road Closure Bylaw for the closure and sale of all that portion of Internal Subdivision Road Allowance lying adjacent to and east of Plan 082 9175, Block 38, Lots 1, 2 and 3PUL for the purpose of reverting the lands back into Part of SW 9-106-15-W5M, from which it was taken.

Author: M. Krahn Reviewed by: CAO

BYLAW NO. 767-10

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

**FOR THE PURPOSE OF CLOSING AN
INTERNAL SUBDIVISION ROAD ALLOWANCE IN ACCORDANCE
WITH SECTIONS 22, 24 AND 606 OF THE MUNICIPAL GOVERNMENT ACT,
CHAPTER M-26, REVISED STATUES OF ALBERTA 2000**

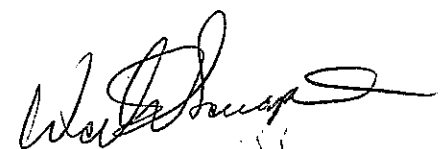
WHEREAS, Council of Mackenzie County has determined that the road and corner cut-offs, as outlined on Schedule "A" attached hereto, be subject to a road closure, and

WHEREAS, notice of intention of the Council to pass a bylaw will be published in a locally circulated newspaper in accordance with the Municipal Government Act, and

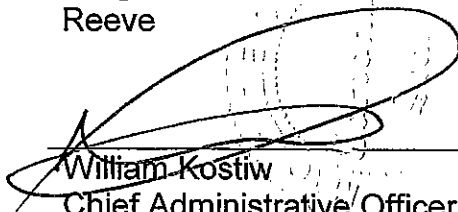
NOW THEREFORE, be it resolved that the Council of Mackenzie County does hereby close and sell the road and corner cut-offs described as follows, subject to the rights of access granted by other legislation or regulations:

All that portion of road and corner cut-offs lying within Plan 082 9175
Excepting thereout all mines and minerals.

READ a first time this 23rd day of June, 2010



For Greg Newman
Reeve



William Kostiw
Chief Administrative Officer

APPROVED this 15th day of SEPTEMBER, 2010



Minister of Transportation

Approval valid for _____ months.

READ a second time this ___ day of _____, 2010

READ a third time and finally passed this ___ day of _____, 2010.

Greg Newman
Reeve

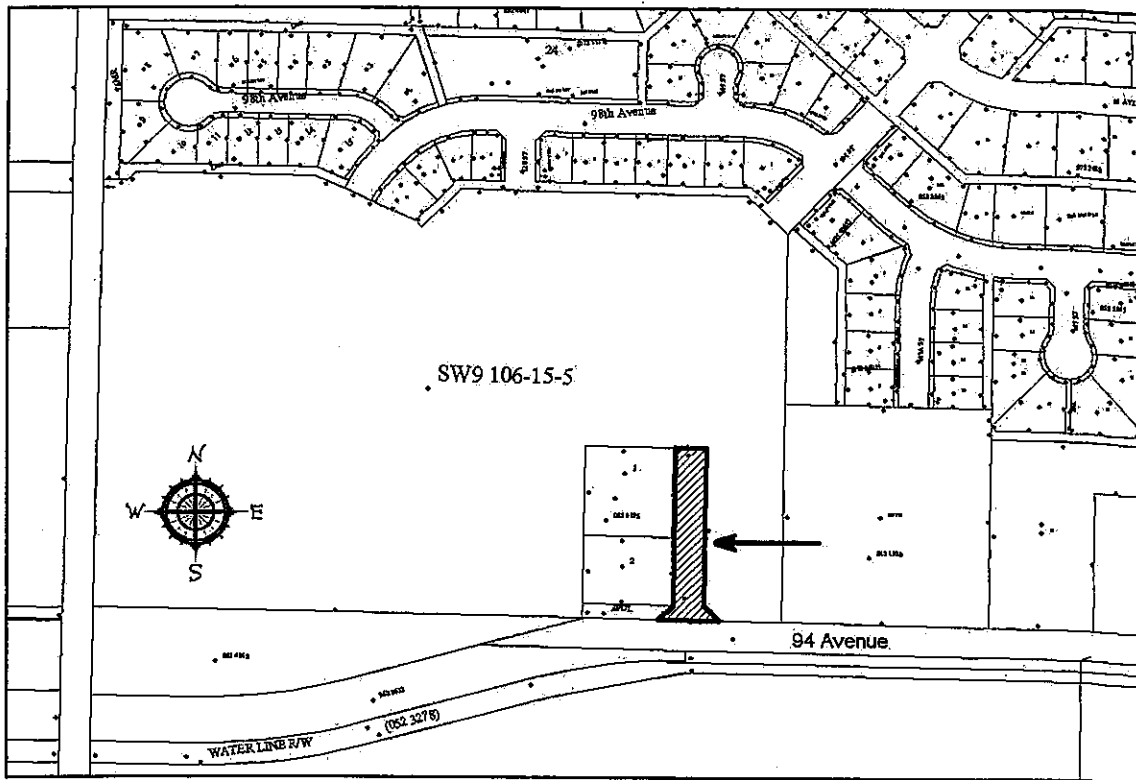
William Kostiw
Chief Administrative Officer

BYLAW NO. 767-10

SCHEDULE "A"

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

All that portion of road and corner cut-offs lying within Plan 082 9175 be subject to closure and sale.

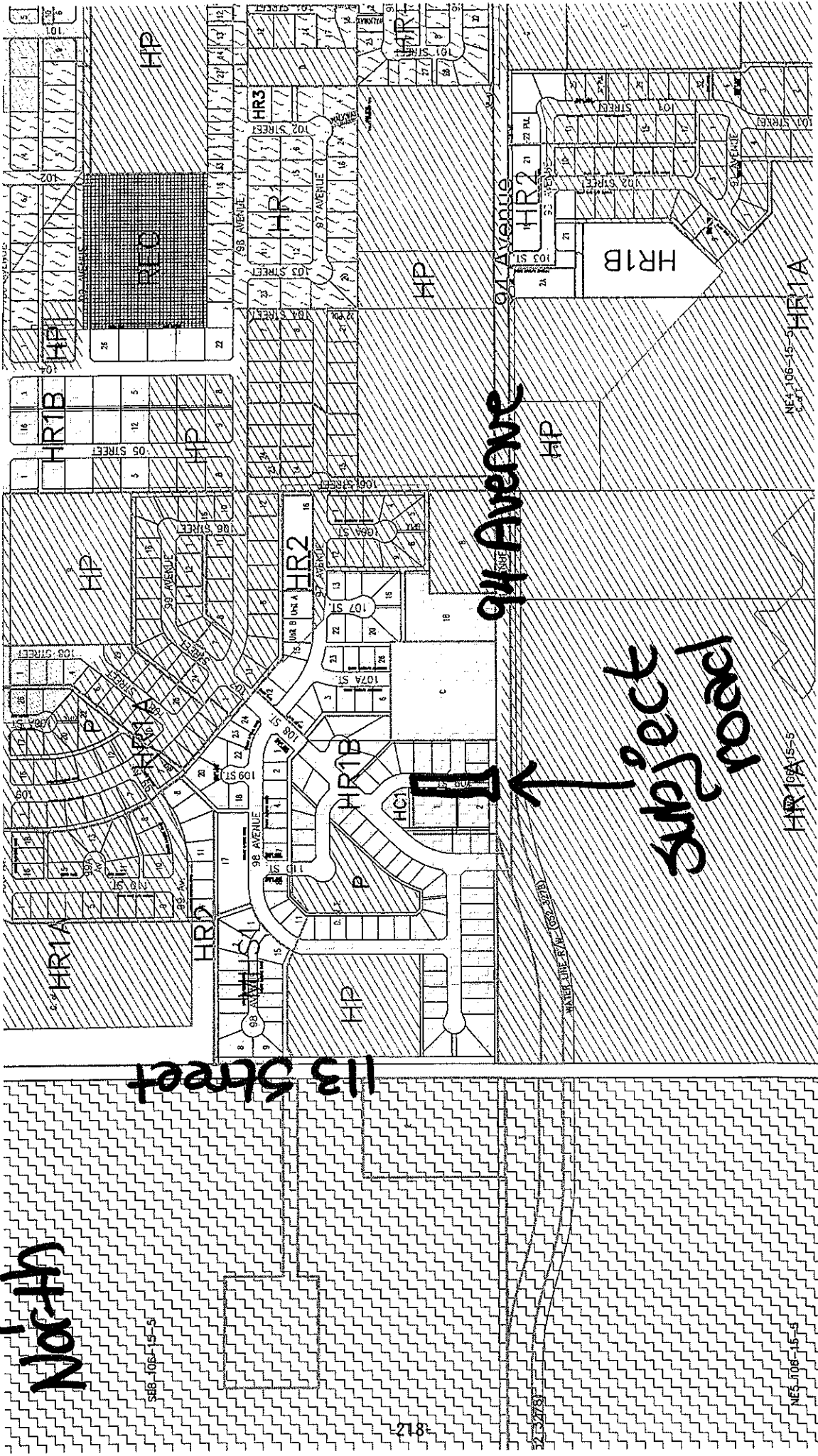


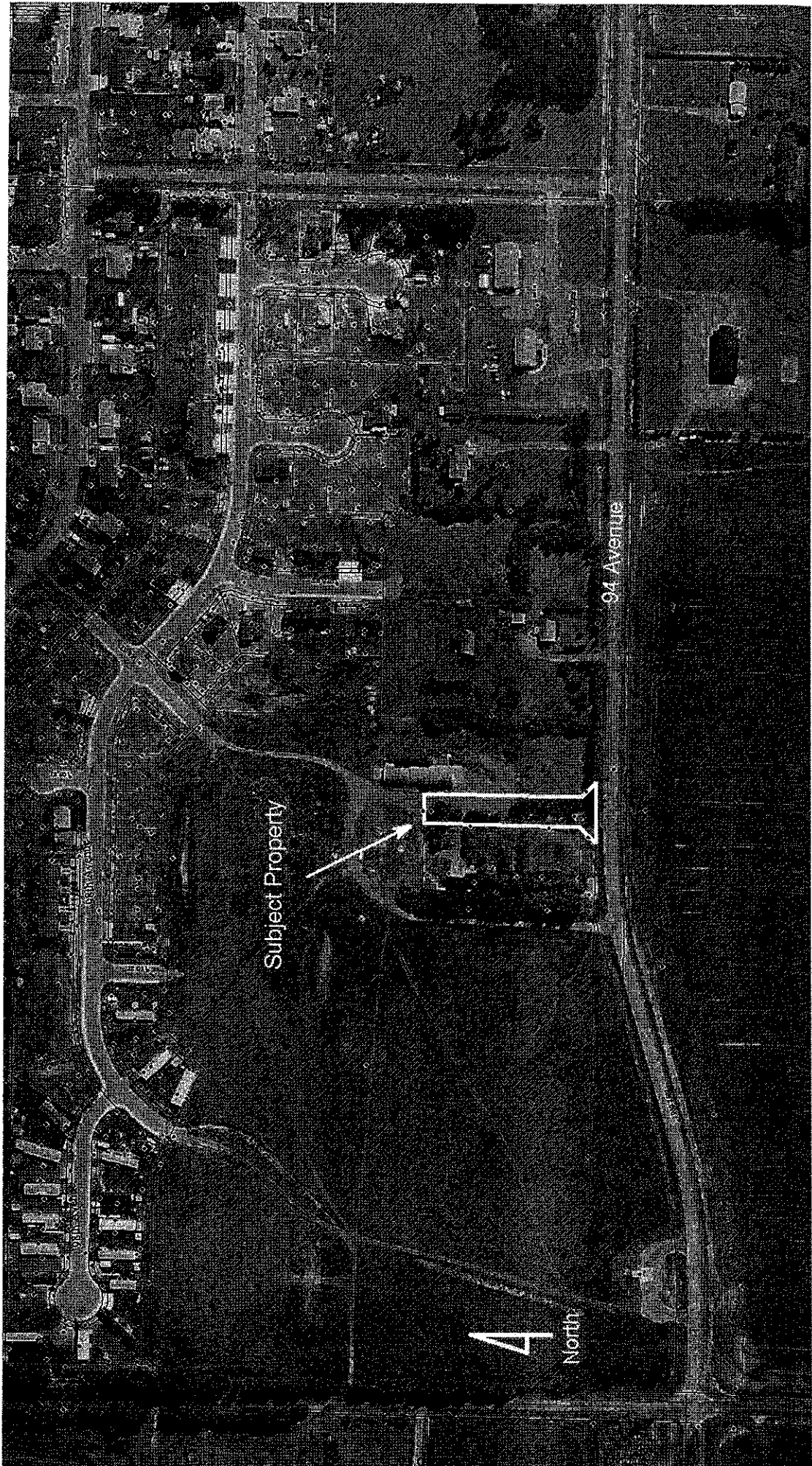
North ↑

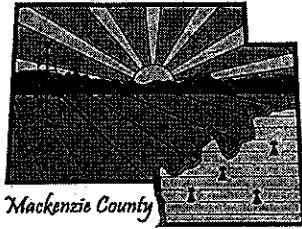
113 Street

94 Avenue

subject road







MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 29, 2010
Presented By:	Marion Krahn, Acting Supervisor of Planning and Development
Title:	Bylaw 776-10 Land Use Bylaw Amendment to Rezone Part of NW 3-106-15-W5M from Hamlet Commercial District 1 "HC1" and Hamlet Commercial District 2 "HC2" to Hamlet Country Residential District 1 "HCR1" (La Crete)

BACKGROUND / PROPOSAL:

The Planning Department received a Development Permit application for the construction of a Single Family Dwelling (house) with Attached Garage on Part of NW 3-106-15-W5M in the Hamlet of La Crete. The subject lands are zoned Hamlet Commercial District 1 (HC1) which does not allow the construction of a house. This matter was presented to the Municipal Planning Commission (MPC) at the September 9, 2010 meeting for review and direction. The MPC made the following motion:

That the Municipal Planning Commission recommendation to Council be to rezone Part of NW 3-106-15-W5M, south of Plan 082 5877, Block 3, Lot 1 to the south boundary of NW 3-106-15-W5M and east of 100th Street to the undeveloped 99th Street, from Hamlet Commercial District 1 (HC1) and Hamlet Commercial District 2 (HC2) to Hamlet Country Residential District 1 (HCR1).

OPTIONS & BENEFITS:

The landowner is aware that the current zoning does not allow the construction of a house however feels that consideration needs to be given to the zoning of the subject lands for future development. Three lots within this quarter section were rezoned to Hamlet Country Residential District 1 (HCR1) in 2009 by the County in order to correct a past rezoning error. The remaining lands are zoned HC1, Public/Institutional District (HP) and Hamlet Residential-Commercial Transitional District (HRCT).

Author: M. Krahn

Reviewed by: _____

CAO

The landowner also feels that the existing residential property owners within this area would likely be unhappy if he proceeded to construct a commercial development directly adjacent to them. The existing Frank Goertzen Hamlet Country Residential subdivision (Part of SE 10-106-15-W5M) in the Hamlet of La Crete and the abutting industrial development support the landowners' theory.

Further review of these lands will be included in the proposed 2011 Area Structure Plan update.

COSTS & SOURCE OF FUNDING:

N/A.

RECOMMENDED ACTION:

That first reading be given to Bylaw 776-10 being a Land Use Bylaw amendment to rezone Part of NW 3-106-15-W5M, south of Plan 082 5877, Block 3, Lot 1 to the south boundary of NW 3-106-15-W5M and east of 100th Street to the undeveloped 99th Street, from Hamlet Commercial District 1 (HC1) and Hamlet Commercial District 2 (HC2) to Hamlet Country Residential District 1 (HCR1).

Author: M. Krahn

Reviewed by:

CAO

BYLAW NO. 776-10
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 2004, 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 country residential development.

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 3-106-15-W5M

be rezoned from Hamlet Commercial District 1 "HC1" and Hamlet Commercial District 2 "HC2" to Hamlet Country Residential District 1 "HCR1", as outlined in Schedule "A".

READ a first time this ___ day of _____, 2010.

READ a second time this ___ day of _____, 2010.

READ a third time and finally passed this ___ day of _____, 2010.

Greg Newman
Reeve

William Kostiw
Chief Administrative Officer

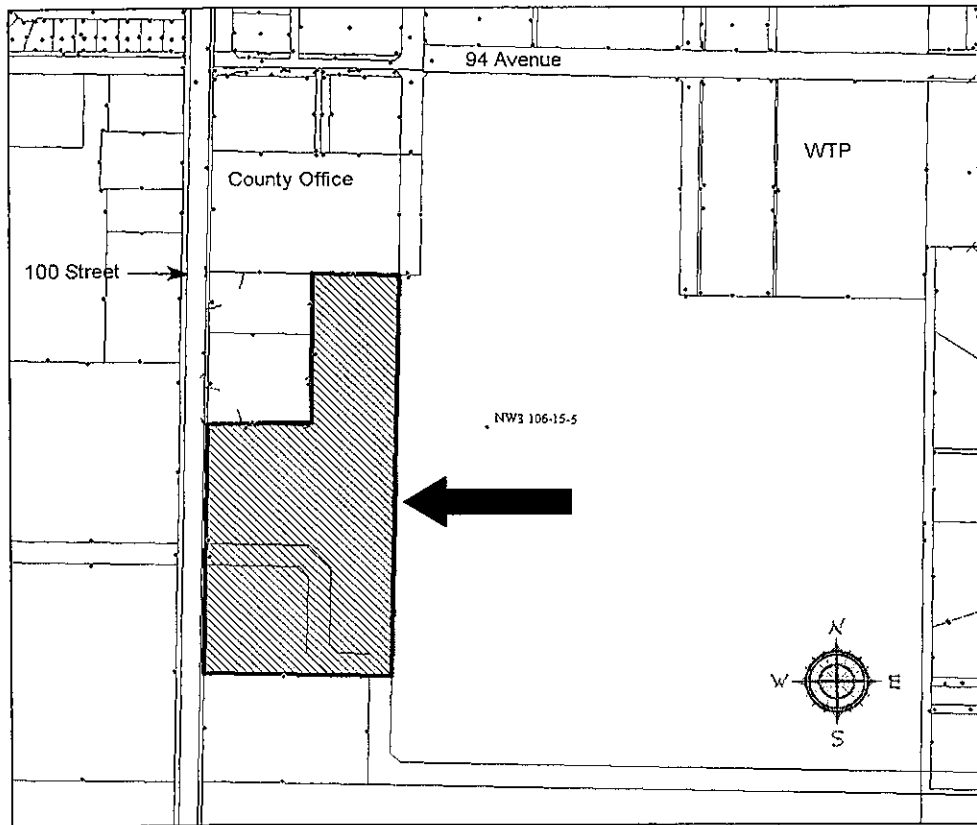
BYLAW No. 776-10

SCHEDULE "A"

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

Part of NW 3-106-15-W5M

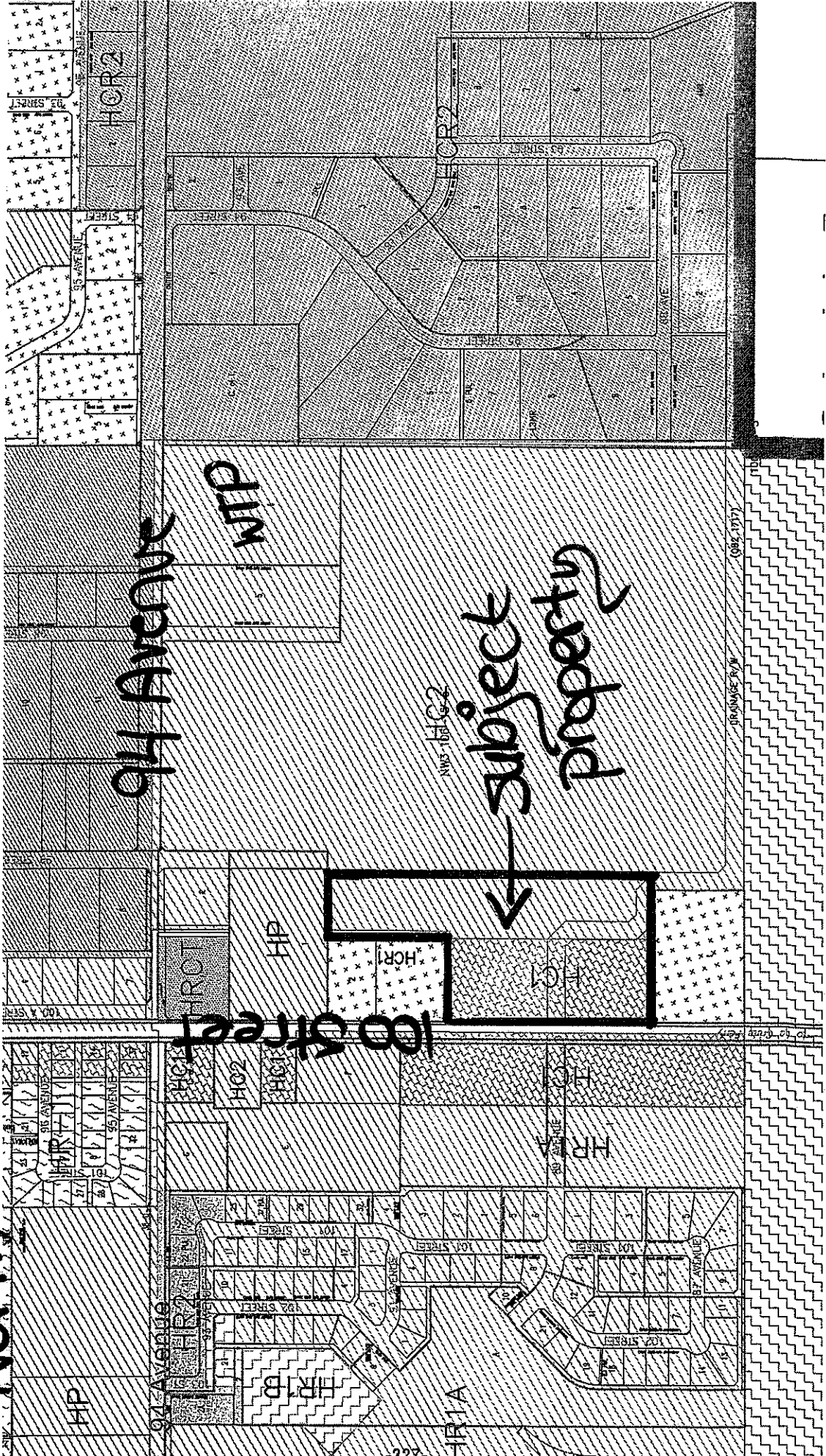
within the Hamlet of La Crete, be rezoned from Hamlet Commercial District 1 "HC1" and Hamlet Commercial District 2 "HC2" to Hamlet Country Residential District 1 "HCR1".



FROM: Hamlet Commercial District 1 "HC1" and
Hamlet Commercial District 2 "HC2"

TO: Hamlet Country Residential District 1 "HCR1"

North ↑



94 Avenue

WTP

subject property

100 Street

NHS-1616-2

(082,1017)

HP

HCR1

HP

HCR1

HCR1

HCR1

HO2

HCR1

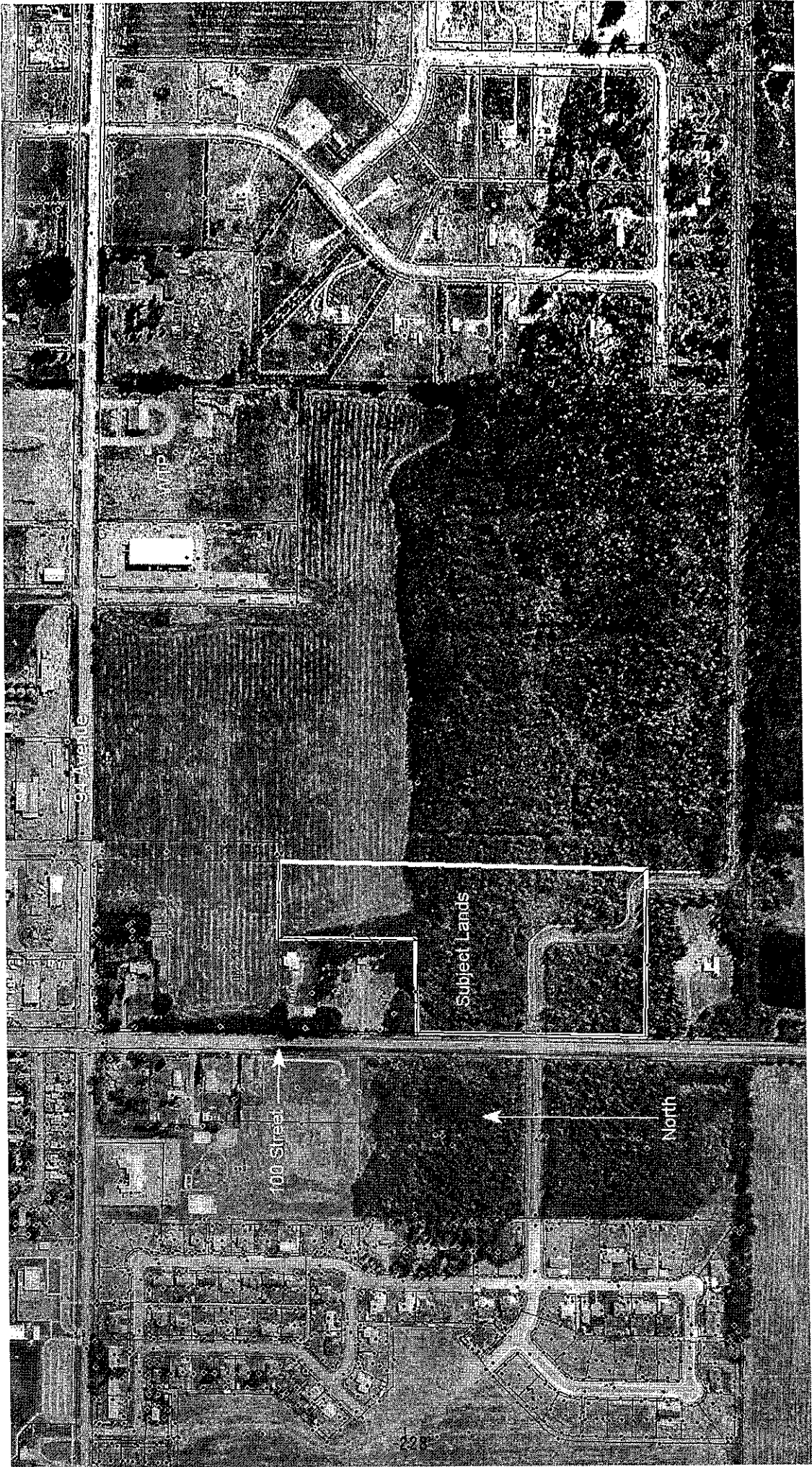
HCR1

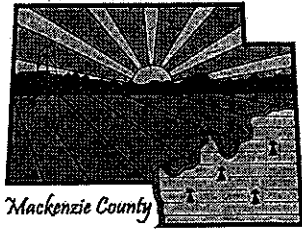
HR1A

HR1B

HR1A

422





MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 29, 2010
Presented By:	Marion Krahn, Acting Supervisor of Planning & Development
Title:	13-SUB-09 Ronald and Donna Lambert Subdivision Time Extension on SW 7-109-13-W5M (Rocky Lane)

BACKGROUND / PROPOSAL:

The Planning Department received a Time Extension request from Ronald and Donna Lambert for Subdivision 13-SUB-09 on SW 7-109-13-W5M. The applicants are requesting the time extension in order to clear up the land dispute that arose from a change of ownership partway through the subdivision process.

Subdivision Time extension requests are being brought forward to Council rather than the Municipal Planning Commission (MPC) as it stated in section 657(6) of the MGA that Council may extend the time period for a subdivision.

Section 657(4)

If the plan of subdivision or other instrument is not submitted to the subdivision authority within the time prescribed by subsection (1) or any longer period authorized by the council, the subdivision approval is void.

Section 657(6) The council may extend

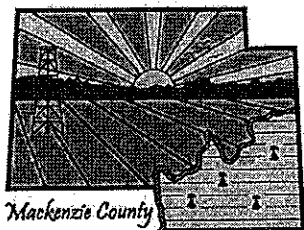
- (a) The one year period referred to in subsection (1), or
- (b) The one-year period referred to in subsection (5),

Whether or not the period under those subsections has expired.

Author: L. Lambert

Reviewed by: M. Krahn

CAO



REQUEST FOR SUBDIVISION TIME EXTENSION

NAME OF APPLICANT		
Ronald & Donna Lambert		
ADDRESS		
Box 968		
Fort Vermilion		
POSTAL CODE	TELEPHONE (RES.)	(BUS.)
T0H 1N0	780-927-4733	

NAME OF REGISTERED OWNER		
Ronald & Donna Lambert		
ADDRESS		
POSTAL CODE	TELEPHONE (RES.)	(BUS.)

NAME OF MUNICIPALITY

LEGAL DESCRIPTION

QTR./L/S/ SW	SEC 07	TWP. 109	RANGE 13	M. 5	OR	PLAN NO.	BLOCK	LOT
-----------------	-----------	-------------	-------------	---------	----	----------	-------	-----

EXPIRY DATE OF DEVELOPMENT APPROVAL

MM DD YY
08/28/2010

EXTENDED TIME REQUESTED

MM DD YY
08/28/2011

REASONS FOR EXTENSION REQUEST (attach additional information if required) _____

Misunderstanding on the part of new owners of quarter section as to amount of acreage owned presently by applicants and where new boundaries were agreed on between applicant and his father (previous owner of quarter section)

I/We have enclosed the required Application Fee of \$ 250.00
Receipt # 123927

Donna Lambert
 APPLICANT/OWNER

Sept 1, 2010
 DATE

NOTE: Registered Owner's signature required if different from applicant.

Ronald Lambert
 REGISTERED OWNER

Sept 1, 2010
 DATE

PLEASE RETURN INFORMATION TO THE NEAREST MACKENZIE COUNTY OFFICE ATTENTION DEVELOPMENT OFFICER

Developer's Agreement

Developer: **Ronald Lambert and Donna Lambert**

Municipality: **Mackenzie County**

File Number: **13-SUB-09**

Legal Description: **Pt. of SW 7-109-13-W5M**

Mackenzie County

Memorandum of Agreement made this 29 day of October A.D., 2009.

Between: **Mackenzie County**
(hereinafter referred to as the "Municipality")

Of The First Part

And

Ronald Lambert and Donna Lambert
(herein after referred to as the "Developer")

Of The Second Part

WHEREAS the Developer is the owner or is entitled to become the owner of that portion of land located within the boundaries of Mackenzie County and legally described as **Pt. of SW 7-109-13-W5M**

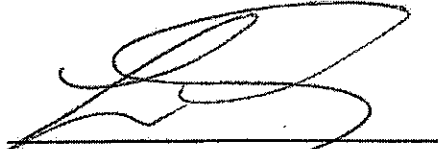
NOW THEREFORE THE PARTIES, to this Agreement, in consideration of the promises and of the mutual terms, covenants, and conditions to be observed and performed by each party agree as follows:

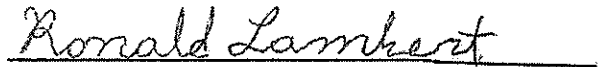
1. For the purpose of this agreement Subdivision means that area of land legally described as; **Pt. of SW 7-109-13-W5M, containing 3.4 hectares (8.5 acres), as outlined in red on Schedule B, attached.**
2. Any outstanding property taxes are to be paid on the land proposed to be subdivided or arrangements made which are satisfactory to the municipality.
3. Provision of access to the subdivision and to the balance of the quarter in accordance with Mackenzie County standards and at the developer's expense.
4. Provision of a storm water management plan. Please contact Liane Lambert, Development Officer to discuss the requirements for your subdivision.
5. All sewage disposals shall conform to the Alberta Private Sewage Treatment and Disposal Regulations.
6. Prior to any development on the proposed subdivision, the developer shall obtain a development permit from the Municipality.
7. Dedication of the most westerly & southerly 5.18 metres of the proposed subdivision for future road widening.


8. Provision of utility right-of-way as required by ATCO Electric and Northern Lights Gas.
9. Subdivision must meet ATCO Electric's conditions as follows:
 - i. A utility right-of-way in the name of ATCO Electric must be registered with the new and existing titles, extending to an alignment 7.5 meters on either side of the power line center line.
 - ii. The existing and future power line route will require maintenance of a cleared right-of-way to ground level and to a minimum width of 6.1 meters on either side of the line route. The owner should be aware of the potential for brushing along the existing and possible future power line alignment.

In Witness whereof: the parties hereunto affixed their signatures, on the date and year first above written.

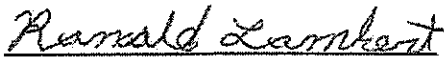
In the Province of Alberta



Witness


Ronald Lambert
Developer


Witness



Donna Lambert
Developer

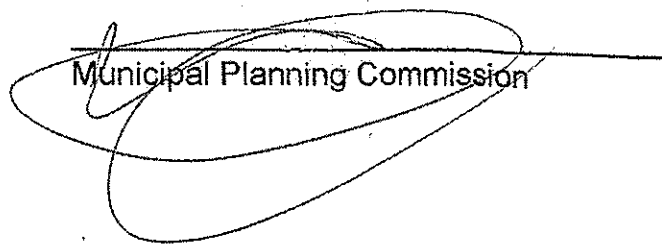

Witness


Wayne T. Mercredi
Registered Land Owner


Witness

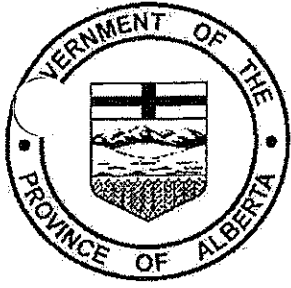

Patricia A. Mercredi
Registered Land Owner


Ryan Becker, Director
Planning and Emergency Services
William Kostiw
Chief Administrative Officer


Municipal Planning Commission

SCHEDULE "A"

Copy of Certificate of Title



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0018 061 341 5;13;109;7;SW 852 143 532

LEGAL DESCRIPTION

ALL THAT PORTION OF THE SOUTH WEST QUARTER OF SECTION SEVEN (7)
TOWNSHIP ONE HUNDRED AND NINE (109)
RANGE THIRTEEN (13)
WEST OF THE FIFTH MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT
THE INTERSECTION OF THE WEST BOUNDARY OF THE SAID QUARTER SECTION
WITH THE NORTH LIMIT OF ROAD PLAN 2378EU; THENCE EASTERLY
ALONG THE NORTH LIMIT ONE HUNDRED AND TWENTY TWO (122) METRES;
THENCE NORTHERLY AND AT RIGHT ANGLES THERETO ONE HUNDRED AND THIRTY
SEVEN (137) METRES; THENCE WESTERLY AND PARALLEL WITH THE NORTH
LIMIT TO A POINT ON THE WEST BOUNDARY; THENCE SOUTHERLY ALONG THE
WEST BOUNDARY TO THE POINT OF COMMENCEMENT, CONTAINING 1.67
HECTARES, MORE OR LESS.
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: MACKENZIE COUNTY

REGISTERED OWNER(S)
REGISTRATION DATE(DMY) DOCUMENT TYPE VALUE CONSIDERATION

852 143 532 11/07/1985 NIL

OWNERS

RONALD G LAMBERT

AND

DONNA F LAMBERT

BOTH OF:

BOX 729, FORT VERMILION

ALBERTA

AS JOINT TENANTS

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
852 143 532

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

7478NF 19/09/1963 CAVEAT
RE : UTILITY RIGHT OF WAY
CAVEATOR - ATCO ELECTRIC LTD..
10035-105 STREET
EDMONTON
ALBERTA T5J2V6
(DATA UPDATED BY: TRANSFER OF CAVEAT
002378132)

2145UO 31/01/1974 CAVEAT
RE : UTILITY RIGHT OF WAY
CAVEATOR - ALBERTA POWER LIMITED.

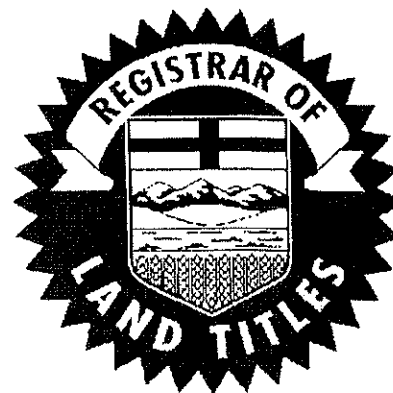
842 195 939 04/09/1984 UTILITY RIGHT OF WAY
GRANTEE - NORTHERN LIGHTS GAS CO-OP LTD.

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE
REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED
HEREIN THIS 26 DAY OF MARCH, 2010 AT 11:47 A.M.

ORDER NUMBER:16150428

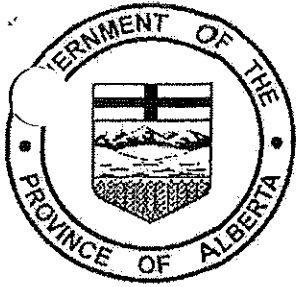
CUSTOMER FILE NUMBER: FVO-LL



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE
SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS
SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR
OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL
PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR
THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S			
LINC	SHORT LEGAL		TITLE NUMBER
0028 575 373	5;13;109;7;SW		092 305 090

LEGAL DESCRIPTION

FIRST: ALL THAT PORTION OF THE SOUTH WEST QUARTER
OF SECTION SEVEN (7)
TOWNSHIP ONE HUNDRED AND NINE (109)
RANGE THIRTEEN (13)
WEST OF THE FIFTH MERIDIAN
WHICH LIES SOUTH AND EAST OF BOYER RIVER AS SHOWN ON
A PLAN OF SURVEY OF THE SAID TOWNSHIP DATED THE 9TH OF
FEBRUARY A.D. 1917 CONTAINING 59.7 HECTARES (147.50 ACRES)
MORE OR LESS.

EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS

A) PLAN 2378 EU - ROAD 0.809 2.00

B) ALL THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST BOUNDARY
OF THE SAID QUARTER SECTION WITH THE NORTH LIMIT OF ROAD PLAN
2378 EU THENCE EASTERLY ALONG THE NORTH LIMIT ONE HUNDRED AND
TWENTY TWO (122) METRES THENCE NORTHERLY AND AT RIGHT ANGLES
THERETO ONE HUNDRED AND THIRTY SEVEN (137) METRES THENCE
WESTERLY AND PARALLEL WITH THE NORTH LIMIT TO A POINT ON THE
WEST BOUNDARY THENCE SOUTHERLY ALONG THE WEST BOUNDARY TO THE
POINT OF COMMENCEMENT, CONTAINING 1.67 4.13

C) PLAN 0023908 - SUBDIVISION 2.87 7.09

EXCEPTING THEREOUT ALL MINES AND MINERALS. A PLAN OF
SECONDLY: ALL THAT PORTION OF THE SAID SOUTH WEST QUARTER
WHICH LIES TO THE NORTH OF BOYER RIVER AS SHOWN ON SAID TOWNSHIP
PLAN, CONTAINING 3.11 HECTARES (7.70 ACRES) MORE OR LESS.
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: MACKENZIE COUNTY

REFERENCE NUMBER: 002 372 669

(CONTINUED)

REGISTERED OWNER(S)
REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSIDERATION

092 305 090 28/08/2009 TRANSFER OF LAND \$110,000 \$110,000

OWNERS

WAYNE T MERCREDI

AND

PATRICIA A MERCREDI

BOTH OF:

BOX 594

FORT VERMILION

ALBERTA T0H 1N0

AS JOINT TENANTS

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

7478NF 19/09/1963 CAVEAT
RE : UTILITY RIGHT OF WAY
CAVEATOR - ATCO ELECTRIC LTD..
10035-105 STREET
EDMONTON
ALBERTA T5J2V6
"AS TO 1ST PORTION"
(DATA UPDATED BY: TRANSFER OF CAVEAT
002378132)

2145UO 31/01/1974 CAVEAT
RE : UTILITY RIGHT OF WAY
CAVEATOR - ALBERTA POWER LIMITED.
"AS TO 1ST PORTION"

842 195 939 04/09/1984 UTILITY RIGHT OF WAY
GRANTEE - NORTHERN LIGHTS GAS CO-OP LTD.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
092 305 090

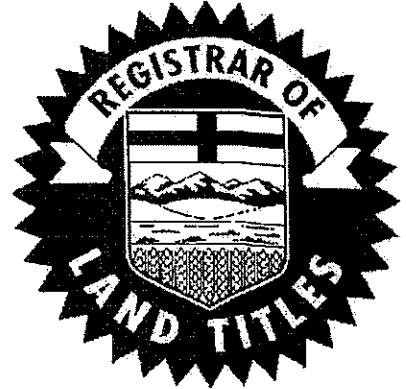
REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
092 305 091	28/08/2009	MORTGAGE MORTGAGEE - CANADIAN IMPERIAL BANK OF COMMERCE. P.O. BOX 330, HIGH LEVEL ALBERTA T0H1Z0 ORIGINAL PRINCIPAL AMOUNT: \$88,000
092 305 092	28/08/2009	CAVEAT RE : LIFE ESTATE CAVEATOR - MALCOLM LAMBERT PO BOX 312 FORT VERMILION ALBERTA T0H1N0 AGENT - BOYD E LANGFORD

TOTAL INSTRUMENTS: 005

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE
REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED
HEREIN THIS 15 DAY OF SEPTEMBER, 2009 AT 04:58 P.M.

ORDER NUMBER:14842325

CUSTOMER FILE NUMBER: FVO-LL



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE
SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS
SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR
OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL
PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR
THE BENEFIT OF CLIENT(S).

SCHEDULE "B"

Approved Tentative Plan

SW7 109-13-5

SW7 109-13-5

PROPOSED

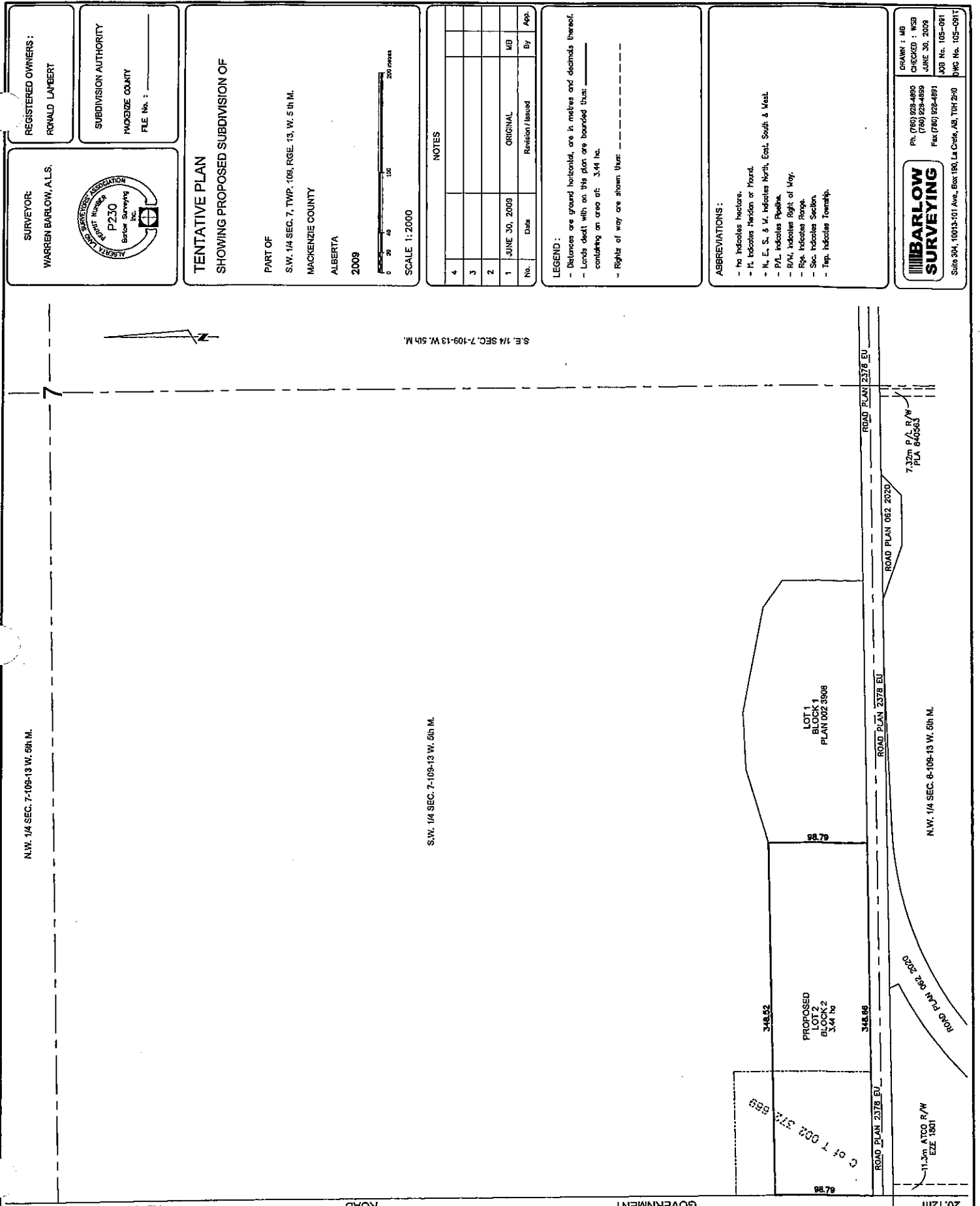
BL/SC

10023905

THEORETICAL S.E. 1/4 SEC. 12-108-14 W. 5th M.
BOYER IR No. 164 PLAN T1247 (CL.S.R.) 70261 LTO

ALLOWANCE ROAD GOVERNMENT

20.12m



N.W. 1/4 SEC. 7-109-13 W. 5th M.

S.W. 1/4 SEC. 7-109-13 W. 5th M.

N.W. 1/4 SEC. 8-105-13 W. 5th M.

S.E. 1/4 SEC. 7-109-13 W. 5th M.

SURVEYOR:
WARREN BARLOW, A.L.S.



REGISTERED OWNERS:
RONALD LAMBERT

SUBMISSION AUTHORITY
MACKENZIE COUNTY
FILE No. :

TENTATIVE PLAN
SHOWING PROPOSED SUBDIVISION OF

PART OF
S.W. 1/4 SEC. 7, TWP. 109, RGE. 13, W. 5th M.
MACKENZIE COUNTY
ALBERTA
2009



NOTES

No.	Date	Revision / Issued	By	App.
1	JUNE 30, 2009	ORIGINAL	MB	
2				
3				
4				

LEGEND:

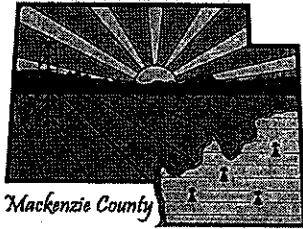
- Distances are ground horizontal, are in metres and decimals thereof.
- Lands dealt with on this plan are bounded thus: _____
- considering an area of: 3.44 ha.
- Rights of way are shown thus: - - - - -

ABBREVIATIONS:

- Hc Indicates Hectare.
- Hc Indicates Hecton or Hound.
- N, E, S, & W Indicates North, East, South & West.
- P/L Indicates Pipeline.
- R/W Indicates Right of Way.
- Rng. Indicates Range.
- Sec. Indicates Section.
- Twp. Indicates Township.



BARLOW SURVEYING
Ph: (780) 928-4890
Checked: WSB
JUNE 30, 2009
Fax: (780) 928-4891
JOB No. 105-091
Scale 304, 10013-101 Ave., Box 180, La Crete, AB, T0T 2R0
JMC No. 105-091



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 29, 2010
Presented By:	Marion Krahn, Acting Supervisor of Planning and Development
Title:	23-SUB-09 Randy and Lorraine Renauer (High Level Rural)

BACKGROUND / PROPOSAL:

The Planning Department received a subdivision request from Randy and Lorraine Renauer on August 10, 2009 and began the initial steps in the subdivision process. This process was halted when it became clear that the proposed subdivision contained a private sewage pump out from the neighbouring lands (belonging to Blaine and Gwendolyn Morris).

On August 25, 2009, a letter was sent to Mr. and Mrs. Morris advising them to remove the pump out sewer and install a sewage system that conforms to the Alberta Private Sewage Treatment and Disposal Regulations. The letter further outlined that failure to bring the sewer system into conformity with the regulations would result in further action by the County and Superior Safety Codes.

On September 17, 2009, a letter was sent to the Mr. and Mrs. Renauer advising them that the County is unable to process the subdivision until such time as the matter of the encroaching sewer has been addressed between them and the adjacent landowner.

To date, the matter of the sewer remains unresolved and the subdivision application remains incomplete. Mr. and Mrs. Renauer submitted a letter (attached) requesting that the County follow through with 'further action' as outlined in the August 25, 2009 letter.

An RFD with a detailed timeline (attached) of this issue was brought forth to the Inter-Municipal Planning Commission (IMPC) on May 27, 2010 as an In-Camera session. The IMPC made a motion to accept the subdivision as information only.

Author: M. Krahn

Review by: _____

CAO 

OPTIONS & BENEFITS:

The Alberta Private Sewage Treatment and Disposal Regulation (now named Private Sewage Systems Standard of Practice 2009) outlines the requirements of private sewage treatment systems, including setbacks. In accordance with this regulation, a pump out sewer discharge must be placed a minimum of 300 feet (91.44 meters) from any property line. A previous version of this regulation (prior to 1990) required 150 feet from all property boundary lines. Given this information, it is clear that the existing pump out is in non-conformance.

A boundary adjustment of the Morris' existing subdivision is not an option as per the landowners involved and therefore, the only option remaining is for them to revise the sewer system to comply with the regulations.

One option that Council may wish to consider to address this matter is that of the issuance of a Stop Order by both the County and Superior Safety Codes. The Morris' have indicated that should the County proceed with the issuance of a Stop Order, they are prepared to fight the matter in court claiming the lands around the sewer discharge to be their property by adverse possession.

This matter was reviewed by Alberta Municipal Affairs who indicated that the matter would need to be addressed by the Municipality.

COSTS & SOURCE OF FUNDING:

Unknown

RECOMMENDED ACTION:

For discussion.

611 – 8th Avenue
Slave Lake, Alberta
September 20, 2010

Reeve & Council Members
Mackenzie County
P.O. Box 40
Fort Vermilion, Alberta
T0H 1N0

Dear Reeve & Members of Council,

Last August 2009 (over a year ago) we were advised that an adjacent landowner's Illegal sewage system which does not comply with the Alberta Legislation was to be removed and a legal system installed – or “Failure to do so shall result in further action taken by Mackenzie County and Superior Safety Codes”. See attached document.

This was the reason given that our subdivision application was not approved. Obviously this is not our system and we have nothing to do with it's placement or approval of such. We do not see why it should be an obstruction to us and our efforts and to our expenses in the County's proper subdivision process. It is an illegal system, is still in place, and we ask that The County follow through, with no further delays.

Randy & Laurie Renauer

Attachment (1)
c.c. file

To: Carol G.

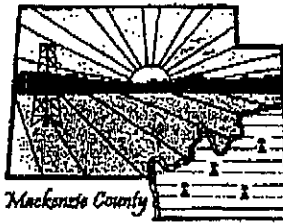
From: Hourie R.

RE: Sept. Council Meeting

Good morning.

Here is the 2nd & final pg.
of our request for the Sept.
meeting pgs. to go to Council
members.

Thank you.



Mackenzie County
P.O Box 640, Fort Vermilion AB T0H 1N0
Phone (780) 927-3718 Fax (780) 927-4266

August 25, 2009

Blaine & Gwendolyn Morris
Box 813
High Level, AB T0H 1Z0

Dear Mr. & Mrs. Morris:

***Sewage Encroachment on
NE 22-110-19-W5M***

Due to a recent subdivision request, it has been brought to the County's attention that your sewage pumpout is not within your subdivision boundaries. According to a recent survey plan by Barlow Surveying your sewage pumpout is six (6) meters outside your property line. This is an illegal sewage system and does not comply with the Alberta Private Sewage Treatment and Disposal Regulations.

Please remove the sewage pumpout from the adjacent land and install a sewage system that conforms to the Alberta Private Sewage Treatment and Disposal Regulations.

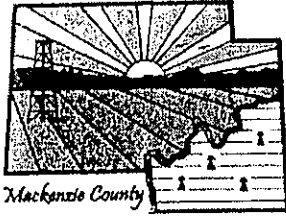
Failure to do so shall result in further action taken by Mackenzie County and Superior Safety Codes.

If you have any questions or concerns, please call Development Officer, Liane Lambert at (780) 927-3718.

Yours truly,

Ryan Becker, Director
Planning and Emergency Services

P.c Wayne Allen, Sewage Inspector Superior Safety Codes
Randy & Lorraine Renauer
James Neill



Mackenzie County
P.O. Box 640, Fort Vermilion AB T0H 1N0
Phone (780) 927-3718 Fax (780) 927-4266

August 25, 2009

Blaine & Gwendolyn Morris
Box 813
High Level, AB T0H 1Z0

Dear Mr. & Mrs. Morris:

***Sewage Encroachment on
NE 22-110-19-W5M***

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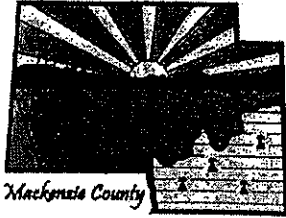
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Yours truly,

Ryan Becker, Director
Planning and Emergency Services

P.c Wayne Allen, Sewage Inspector Superior Safety Codes
Randy & Lorraine Renauer
James Neill



Mackenzie County
P.O. Box 640, Fort Vermilion AB T0H 1N0
Phone (780) 927-3718 Fax (780) 927-4266

September 17, 2009

Randy and Lorraine Renaur
Box 3007
High Level, AB T0H 1Z0

Dear Mr. & Mrs. Renaur:

***Subdivision 23-SUB-09
on NE 22-110-19-W5M***

After reviewing your subdivision request for a 10 acre parcel on NE 22-110-19-W5M, Mackenzie County concludes that the subdivision application cannot proceed at this time until the issue of the encroaching sewage disposal has been dealt with by you and your adjacent land owner. Under current legislation the County cannot approve a subdivision that does not meet all regulations.

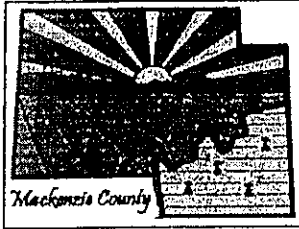
Please contact Superior Safety Codes at 1-866-999-4777 for information on this matter of the encroaching sewage.

If you have any questions or concerns, please call Liane Lambert at (780) 927-3718.

Yours truly,

William Kostiw,
Chief Administrative Officer

Pc. Stuart Watson, Ward 9 Councilor



Mackenzie County

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

SUBDIVISION APPLICATION

FOR OFFICIAL USE ONLY

Date of Acceptance of Application: 08/10/09 File No.: B-SUB-09 Fee Submitted: 900.00

THIS FORM IS TO BE COMPLETED IN FULL WHEREVER APPLICABLE BY THE REGISTERED OWNER OF THE LAND THAT IS THE SUBJECT OF THE APPLICATION OR BY A PERSON AUTHORIZED TO ACT ON THE REGISTERED OWNER'S BEHALF

Randy and Lorraine Renauer
NAME OF REGISTERED LANDOWNER

Box 3007 High Level AB.
ADDRESS

780-926-2470
PHONE NUMBER (S)

Mark Bakator
NAME OF AGENT (authorized to act on behalf of the registered landowner, if any)

Barlow Surveying Inc.
ADDRESS

780-928-4890
PHONE NUMBER (S)

LAND DESCRIPTION AND AREA OF LAND TO BE SUBDIVIDED

LEGAL LAND DESCRIPTION: All/Part of NE 1/4 sec 22 Twp 110 Range 19 West of 5 Meridian

Being all/part of Lot _____ Block _____ Plan _____ Certificate of Title No. _____

CURRENT PARCEL SIZE: 62.47ha AREA TO BE SUBDIVIDED: 4.05ha NO. OF LOTS: 1

AREA OF THE ABOVE PARCEL OF LAND TO BE SUBDIVIDED: 4.05ha Hectares 10.0 Acres

MUNICIPAL ADDRESS (CIVIC), IF APPLICABLE: _____

LOCATION OF LAND TO BE SUBDIVIDED

IS THE LAND SITUATED IMMEDIATELY ADJACENT TO THE MUNICIPAL BOUNDARY? YES _____ NO X

IF YES, THE ADJOINING MUNICIPALITY IS _____

IS THE LAND SITUATED WITHIN 0.8 KILOMETERS (0.5 MILES) OF A RIGHT-OF-WAY OF A PROVINCIAL HIGHWAY? YES _____ NO X IF YES, THE HIGHWAY NUMBER IS _____

DOES THE PROPOSED PARCEL CONTAIN OR IS IT BOUNDED BY A RIVER, STREAM, LAKE, OR OTHER BODY OF WATER OR BY A DRAINAGE DITCH OR CANAL? YES _____ NO X

IF YES, STATE ITS' NAME: _____

IS THE PROPOSED PARCEL WITHIN 1.5 KMS (0.932 MILES) OF A SOUR GAS FACILITY? YES _____ NO X

EXISTING AND PROPOSED USE OF LAND TO BE SUBDIVIDED

EXISTING USE OF THE LAND: A1

PROPOSED USE OF THE LAND: A1

LAND USE DESIGNATION AS CLASSIFIED IN THE LAND USE BYLAW: A1

PHYSICAL CHARACTERISTICS OF LAND TO BE SUBDIVIDED

DESCRIBE TOPOGRAPHY OF THE LAND (flat, rolling, steep, mixed): flat

DESCRIBE VEGETATION AND WATER ON LAND (brush, shrubs, tree stands, woodlots, etc. - sloughs, creeks, etc.): Mostly treed some pasture

DESCRIBE SOIL TYPE (sandy, loam, clay, etc.): _____

EXISTING BUILDINGS ON THE LAND TO BE SUBDIVIDED

DESCRIBE ANY BUILDINGS AND STRUCTURES ON THE LAND: No permanent structures on the land

LIST BUILDINGS AND STRUCTURES TO BE DEMOLISHED OR MOVED: none

WATER AND SEWER SERVICES

TYPE OF WATER SUPPLY	EXISTING	PROPOSED
DUGOUT		
WELL		
CISTERN & HAULING		
MUNICIPAL SERVICE		
OTHER (PLEASE SPECIFY)	<u>none</u>	<u>none</u>

TYPE OF SEWER DISPOSAL	EXISTING	PROPOSED
OPEN DISCHARGE/SEPTIC TANK		
SUB-SURFACE /SEPTIC TANK		
ABOVE GROUND/SEPTIC TANK		
SEWAGE LAGOON		
OUTDOOR PRIVY		
MUNICIPAL SERVICE		
OTHER (PLEASE SPECIFY)	<u>none</u>	<u>none</u>

**REGISTERED OWNER AND/OR
PERSON ACTING ON THE REGISTERED OWNER'S BEHALF**

Signing of this application, by the applicant and/or the applicant or agent, authorizes Mackenzie County to circulate the application to other parties as necessary to comply with the requirements of the Municipal Government Act. Other parties may include, but is not limited to, adjacent landowners, utilities companies, government agencies and surveyors.

Signing of this application also grants permission for Mackenzie County personnel to conduct site inspections of the property. Site inspections include, but are not limited to, land elevation and access review and taking photos of the property.

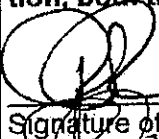
I/we, Randy + Shannon Renauer hereby certify that

I/we are the registered landowner, **OR**

I/we are the agent authorized to act on behalf of the registered landowner(s)

And verify that the information contained within this application is full and true to the best of my/our knowledge and it is a true statement of the facts pertaining to this application for subdivision.

(The registered landowner must sign the application. If an agent is processing the application, both the agent and the landowner must sign the application.)



Signature of Agent

Randy Renauer

Print Agents Name

July 31/07

Date Signed



Signature of Registered Landowner

James Douglas Neil

Print Registered Landowners Name

July 31, 2009

Date Signed

**REGISTERED OWNER AND/OR
PERSON ACTING ON THE REGISTERED OWNER'S BEHALF**

Signing of this application, by the applicant and/or the applicant or agent, authorizes Mackenzie County to circulate the application to other parties as necessary to comply with the requirements of the Municipal Government Act. Other parties may include, but is not limited to, adjacent landowners, utilities companies, government agencies and surveyors.

Signing of this application also grants permission for Mackenzie County personnel to conduct site inspections of the property. Site inspections include, but are not limited to, land elevation and access review and taking photos of the property.

I/we, Randy + Joceline RENDUER hereby certify that

I/we are the registered landowner, **OR**

I/we are the agent authorized to act on behalf of the registered landowner

And verify that the information contained within this application is full and true to the best of my/our knowledge and it is a true statement of the facts pertaining to this application for subdivision.

(The registered landowner must sign the application. If an agent is processing the application, both the agent and the landowner must sign the application.)

Joceline RENDUER
Signature of Agent

LOURIE RENDUER
Print Agents Name

July 31/09
Date Signed

Carole
Signature of Registered Landowner

Candace Neill
Print Registered Landowners Name

28 July 2009
Date Signed


X Candace

X Candace

REGISTERED OWNERS:
RANDY STIVER RENNER
AND
LORRAINE MAHE ROSELL-RENAUER

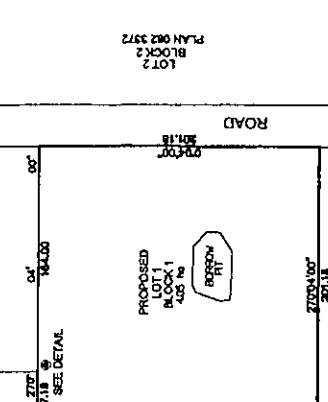
SUBDIVISION AUTHORITY
MACKENZIE COUNTY
FILE No.:

SURVEYOR:
WARREN BARLOW, A.L.S.



**TENTATIVE PLAN
SHOWING PROPOSED**

SUBDIVISION OF PART OF
N.E. 1/4 SEC. 22, TWP. 110, RGE. 19, W. 5 TH M.
MACKENZIE COUNTY
ALBERTA
2009



NOTES

4			
3			
2			
1	JULY 23, 2009	ORIGINAL	MB WCB
No.	Date	Revised/Issued	By App.

LEGEND:

- Obstacles are ground indicated, are in metres and decimals thereof.
- Limits dealt with on this plan are bounded thus: _____
- containing an area of: 4.05 ha.
- Pumpout is shown thus: 

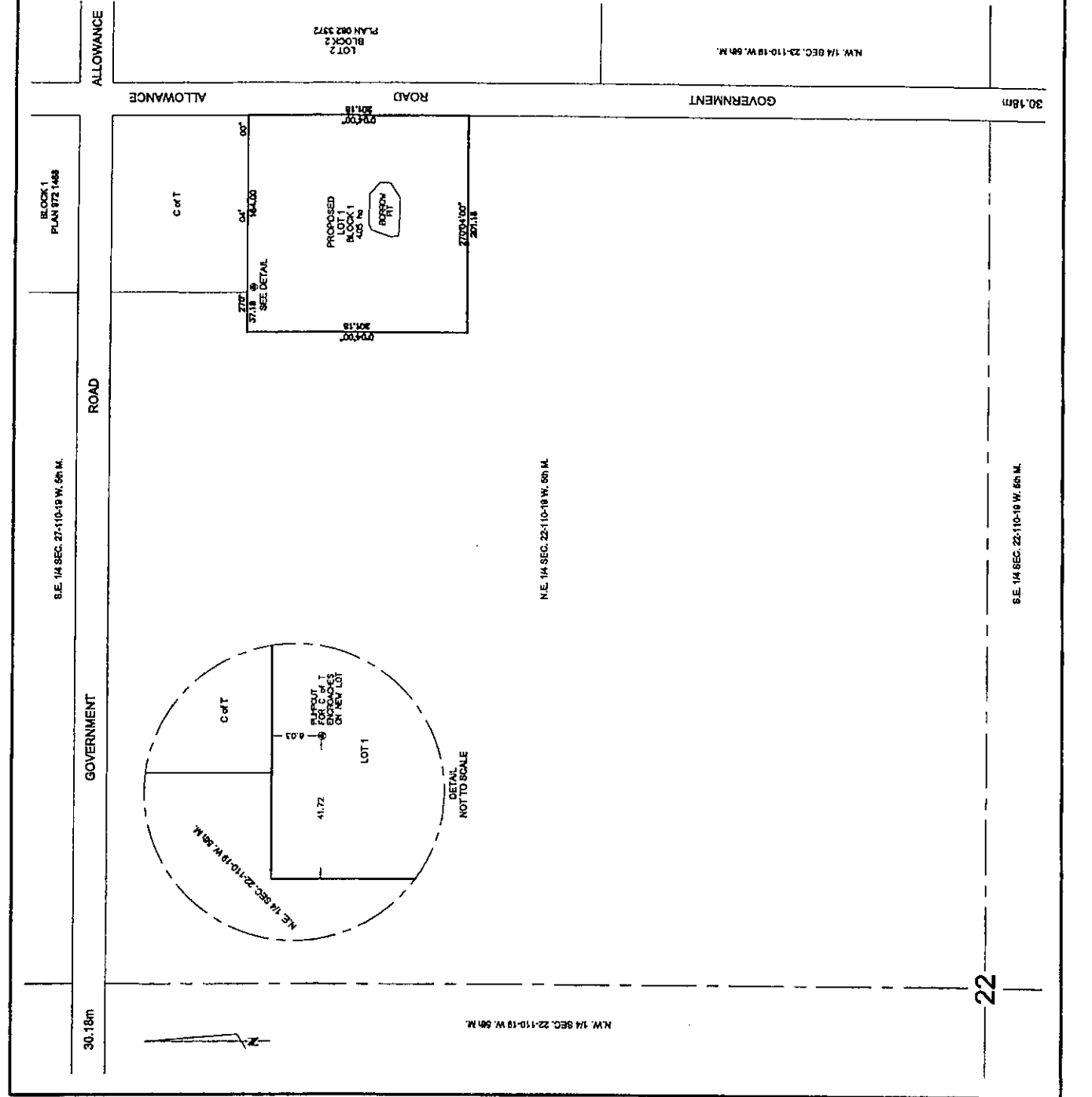
ABBREVIATIONS:

- R: Industrial Rectangles
- R: Industrial Pentagons or Triangles
- N. E. S. 1/4: Industrial North, East, South & West
- R: Industrial Right Angles
- S: Industrial Section
- T: Industrial Township

BARLOW SURVEYING

PH: (780) 624-4460
FAX: (780) 624-4466
JULY 24, 2009

PLAN No. 118-09
JOB No. 118-091
OFFICE: 10015-97 Ave., Box 180, La Creche, AB, T0A 2K5
LIC. No. 118-091



~~08/28/09~~

Faxed Aug 28/09

Aug 27/09

Objection To Subdivision on NE 23-110-19-150 Application

Blaine
 Our names are Gwen Mirvis
 Address: Box 813 High Level, AK 99722
 Phone numbers: 780-926-3717 (Home)
 780-926-3414 (Work)

We are the ones existing in the area
 already there and have been for approx. 15
 years. The original for a pump out to
 pump out to sewer etc. By adverse
 the kind that shows our property being
 new lot 15-10-3

Also diagram showing bore pit is in fact
 large diameter and there is a septic tank
 present on property

-None the less we strongly object to
 new subdivision

Sincerely,
 Gwen Mirvis
 Gwen Mirvis

Timeline

Laurie Renauer Subdivision Application 23-SUB-09 on NE 22-110-19-W5M

1981 - C of T created, Farmstead separation

1983 - Permit 43/83 issued for a Mobile Home

1991 – Blaine Morris purchases 5 acres C of T

1997 - A request to MD of Mackenzie was made for a Compliance Certificate

The Compliance Certificate was denied as there is a garage that encroaches on the property line and not all improvement were shown on the Real Property Report. Mr. Morris was told to re-submit a new RPR and to enter into an encroachment agreement. Neither request was completed.

1998 – Renauer purchased Quarter Section

1998 – An application for a 2nd subdivision was approved with the condition that the C of T be consolidated back into the remainder of the quarter. The subdivision was never completed

August 7, 2009 – County receives subdivision application for a 10 ac parcel

August 25, 2009 – Morris is sent a letter informing him of his illegal sewer system and told that it must be corrected

August 27, 2009 – Morris objects to the Subdivision application by the Renaur's

September 3, 2009 – Renauer send letter to Morris in an attempt to resolve that matter

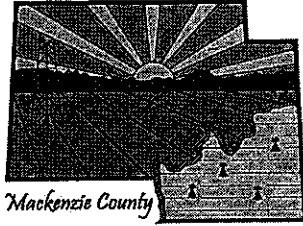
September 17, 2009 – Renauer were informed that their subdivision application could not proceed until the issue of the encroaching sewer was dealt with. (Signed by Bill K.)

December 22, 2009 – Received and email from Laurie Renauer thanking Bill K. for meeting with them and the Morris's and proceeding forward with the proposal of simply shifting the south property line a few meters taking in the fenceline and sewage field

March 12, 2010 - Laurie emailed to ask about moving forward with the application. I told her that they needed to provide the county with a new tentative plan showing the proposed new boundaries. If the south property line of the Morris's land was to be moved then this required a boundary adjustment which is an added cost

Laurie Renaur wanted Mr. Morris to pay for his part of the proposed boundary adjustment and part of the surveying cost. Mr. Morris was not in agreement of this

Other objections were made and non have been acceptable to all three land owners.



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 29, 2010
Presented By:	Marion Krahn, Acting Supervisor of Planning and Development
Title:	2010 Alberta Development Officers Association Conference

BACKGROUND / PROPOSAL:

The Alberta Development Officers Association (ADOA) hosts a conference each year. The conference provides insightful seminars and discussions related to Planning and Development. Past session topics included accessibility, construction and demolition waste reduction, inter-municipal planning, sustainability and trends for community planning, wind turbines, and various legal matters.

For the past few years, members of the Municipal Planning Commission (MPC) have joined Development staff in attending this conference. The 2010 Planning and Development budget includes funds for two MPC members to attend the conference however only one MPC member is able to attend. This MPC member is John W. Driedger.

The request before Council is for the approval of John W. Driedger attending the 2010 ADOA conference (October 4th to October 7th).

OPTIONS & BENEFITS:

The ADOA conference presents a significant amount of information to staff and board members alike and provides the opportunity to learn the processes, successes and problems experienced by other municipalities and planning bodies.

COSTS & SOURCE OF FUNDING:

Current operating budget.

Author: M. Krahn **Review by:** _____ **CAO**

RECOMMENDED ACTION:

That Councillor J. Driedger be authorized to attend the 2010 Alberta Development Officers Association Conference in Lloydminster from October 4 – 7, 2010 with funds coming from the Planning and Development operating budget.

Author: M. Krahn Review by: _____ CAO _____

How to Contact Us:

Katherine Currie,
President
Tel. 780-826-3496
kcurrie@town.bonnyville.ab.ca

Richard Power,
Vice-President
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rpower@lloydminster.ca

Adele Lapointe,
Past President
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alapointe@stonyplain.com

Diane Burtnick
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dburtnick@gov.lacrosse.ab.ca

Dean McCartney
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Heather Ferguson
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development@vulcancounty.ab.ca

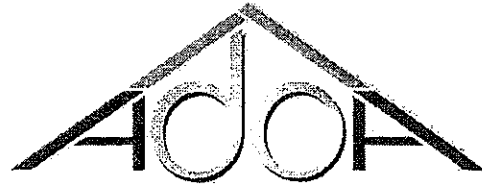
Betty Ann Fountain
Tel. 403-934-3133
BettyAnnF@strathmore.ca

Laure Brown,
Executive Assistant
Tel. 780-913-4214
Fax. 780-963-9762
admin@adoa.net
Alberta Development Officers Association
Box 2232, Stn Main
Stony Plain, AB
T7Z 1X7

ADOA Executive Updates

New Member Update:

Kimberly MacMurray, of Beaver County – Development Officer.



Alberta Development Officers Association

2010 ADOA Conference

*We look forward to seeing you at the
Alberta Development Officers Conference
in Lloydminster from October 4-7, 2010.*

*Please register early and save!
Most events will be held at the
New Lloydminster Exhibition Association Grounds.*



We are planning on Conference Registration from 4pm to 6pm at the Barr Colony Cultural Centre Museum and a Wine & Cheese (same time same place) on October 4th at the Barr Colony Cultural Centre Museum from 4PM to 6PM with a tour of the Lloydminster Historical Museum. Address is 4515 44th Street, Lloydminster, Saskatchewan, Phone No. is 306-825-5655.

Mr. Jon Eakes from HGTV

Will be our guest speaker and Jon will also be holding a special workshop as well as treating us to one of his dinner speech's. There will be a map of Lloydminster with all event locations in the next newsletter. Accommodations/hotel rooms are limited, so double or sharing rooms is encouraged. See info on our web site for rooms info/rates.

We're on the Web!
www.adoa.net



Alberta Development Officers Association

DRAFT

ADOA Conference Oct 4 - 7 2010 Changing Borders		
Monday, October 4, 2010		
Time	Event/Speaker	Location
4:00 - 6:00 pm	Registration	Imhoff Theater
	Appelizers, Snacks Self Guided Tour	Barr Colony Museum
6:00 PM	Free Evening	

ADOA Conference Oct 4 - 7 2010 Changing Borders		
Wednesday, October 6, 2010		
Time	Event/Speaker	Location/Topic
8:30am-10:00am	Microsoft Canada Omar Rashid Workshop	Lloyd Exhibition Tech & Municipality
10:00am-10:15am	Refreshment Break	Lloyd Exhibition
10:15am-12:00pm	Ron Pakevich - ATCO	Lloyd Exhibition Utility Update
12:00pm-1:00pm	Lunch and Annual General Meeting	Lloyd Exhibition
1:00pm-2:00pm	Sylvia or Greg from Armin Preiksaitis	Lloyd Exhibition Plan & Design
2:00pm-3:00pm	Brenda Peters Select Engineering	Lloyd Exhibition Municipal Development
3:00pm-3:15pm	Refreshment Break	Lloyd Exhibition
3:15pm-4:00pm	Irene NG CMHC Workshop	Lloyd Exhibition Education
4:00pm-5:00pm	Habitat for Humanity Dennis Elko	Lloyd Exhibition Changes to Prov & Int
6:00pm-7:00pm	Cocktails - Open Bar	Lloyd Exhibition
7:00pm-8:15pm	Meal	
8:15pm-9:00pm	Speaker - Jon Eakes Entertainment	

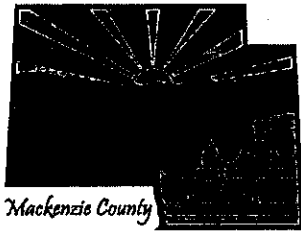
ADOA Conference Oct 4 - 7 2010 Changing Borders		
Tuesday, October 5, 2010		
Time	Event/Speaker	Location/Topic
7:30am-9:00 am	Registration Desk Open	
8:00am- 9:00am	Breakfast	Lloyd Exhibition
9:00am-9:10 am	President of ADOA followed by Mayor Jeff Mulligan	Lloyd Exhibition Opening Remarks
9:10am-9:30am	Dave Bartesko	Lloyd Exhibition
9:30am-10:30 am	Alberta Government	Landuse Framework
10:30am-10:45am	Refreshment Break	Lloyd Exhibition
10:45am-11:50pm	Ralph Leibel Municipal Affairs	Lloyd Exhibition SK P&D Act
12:00pm-1:00pm	Lunch	Lloyd Exhibition
1:00pm-2:00pm	Superior Safety Laurel Scheeler	Lloyd Exhibition To be determined
2:00pm-2:45pm	Sanjo Developments Kevin Musgrave	Lloyd Exhibition Bi Provincial Development
2:45pm-3:00pm	Refreshment Break	Lloyd Exhibition
3:00pm-4:00pm	Shawn Pallal AECOM	Lloyd Exhibition Major Project Delivery
4:00pm-5:00pm	Lisa Fox AB Sustainable Resources	Lloyd Exhibition Sustainable Resources
6:00pm-7:00pm	Cocktails and Open Bar	Lloyd Exhibition
7:00pm-8:00pm	Meal	
8:00pm-9:00pm	Speaker - Omar Rashid Entertainment	Lloyd Exhibition

ADOA Conference Oct 4 - 7 2010 Changing Borders		
Thursday, October 7, 2010		
Time	Event/Speaker	Location/Topic
9:00am-10:15 am	Workshop - Jon Eakes	Lloyd Exhibition
10:15am-10:30am	Refreshment Break	Lloyd Exhibition
10:30am-12:30pm	Brownlee - Jeanine	Lloyd Exhibition Annexation & Bear Pit
	Closing remarks to follow Brownlee	

*** Please note that breakfast will only be provided on Tuesday morning.
Hotel accommodations may provide a continental breakfast or there are facilities in close proximity.

Agenda subject to change, other speakers are to confirm attendance shortly.

Hotel rooms are at a premium in Lloydminster. Please book your accommodations asap to avoid disappointment.



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 29, 2010
Presented By:	William Kostiw, Chief Administrative Officer
Title:	Information/Correspondence

BACKGROUND / PROPOSAL:

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

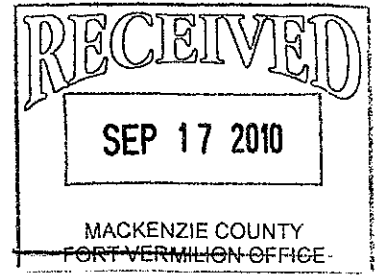
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○	
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RECOMMENDED ACTION:

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



*Next
Committee
Info.*



August 27, 2010

Mr. William Kostiw
Chief Administrative Officer
Mackenzie County
Po Box 640
Fort Vermilion AB T0H 1N0
Canada

Dear Mr. William Kostiw:

The International Right of Way Association (IRWA) is rapidly expanding its base of resources and services in both Canada and the U.S. and we are pleased to share the enclosed key contact leadership list with you.

We represent a unique body of knowledge and experience, with nine core industry and discipline committees, consisting of subject matter experts. We have a presence in every province as well as every major metro area. Our mission is to serve as the central authority for the Right of Way profession, providing the tools and credentials members need to build and advance in their careers.

The IRWA creates public awareness, trust and confidence in the right of way process by facilitating the development and delivery of professional training materials and certification programs.

We continue to be the source of essential Right of Way professional development services, providing up-to-date training courses, education sessions at the annual International Right of Way Association Education Conference (recently held in Calgary), and networking opportunities for all right of way professionals by creating an information medium to discuss and gather consensus on issues in our field.

We look forward to working with each of you in an educational and best-practices capacity relative to the Right of Way process. Let us know if we can be of service to you and your agency. We also welcome your participation in our meetings and on our committees. You may find each of our leader's contact information on our website at www.irwaonline.org.

We will update you on IRWA activities and opportunities throughout the year and look forward to being a valued resource and partner.

Sincerely,

Kenneth L. Davis, SR/WA
International President

International Executive Committee

- President**
Kenneth L. Davis, SR/WA
Mason Dixon Energy, Inc.
- President-Elect**
Randy A. Williams, SR/WA, MAI, FRICS
Integra Realty Resources Austin
- Vice President/Treasurer**
Patricia A. Petitto, SR/WA, R/W-RAC
Greenstar & Associates, LLC
- Secretary**
Lisa R. Harrison, SR/WA, R/W-RAC, R/W-NAC
Pinnacle Consulting Management Group, Inc.
- Member**
Lee Satterfield Hamre, SR/WA, R/W-RAC
H.C. Peck & Associates
- Executive Vice President**
Mark A. Rieck
International Right of Way Association
- General Counsel**
Eric Finn, Esq.
Burgar Rowe Professional Corporation

International Region Chairs

- Region 1**
Carolyn D. Banks, SR/WA
Salt River Project
- Region 2**
Steven M. Beck, SR/WA
JMP Land Services, LLC
- Region 3**
Rita Rasmussen, SR/WA, R/W-NAC
City of Cedar Rapids
- Region 4**
David A. Wood, SR/WA
Delaware Department of Transportation
- Region 5**
Mary Anne Marr, SR/WA
Consumers Energy Co.
- Region 6**
Johnny Dyess, SR/WA, R/W-EC, R/W-NAC, R/W-AMC
Power Company
- Region 7**
Rick J. Walasavage
Bonneville Power Administration
- Region 8**
Orest Rojik, SR/WA
Canadian Pacific Railway
- Region 9**
Raymond Bennett, SR/WA
Utah Department of Transportation
- Region 10**
Karen Carswell, SR/WA
Manitoba Hydro

International Committee Chairs

- Asset Management**
Robert W. Drayton, SR/WA, R/W-AMC, R/W-RAC
City of Charlotte
- Communications & Marketing**
Alan D. Wurtz, SR/WA
Percheron Acquisitions, LLC
- Environment**
Della Benvanger, SR/WA
Dillon Consulting Limited.
- Ethics**
William R. Dee, SR/WA
Local Public Agency
- Local Public Agency**
William L. Busch, SR/WA
San Diego County Water Authority
- Nominations & Elections**
Charles Anderson III, SR/WA
Anderson Consultants, LLC
- Pipeline**
Neilla A. LaValle
Paragon Partners Ltd.
- Professional Development**
William Kyle Ray
TXU Energy
- Relocation**
Vivian Howell, SR/WA, R/W-RAC, R/W-NAC
Los Angeles World Airports
- Surveying & Engineering**
John S. Alexander, SR/WA
The Schneider Corporation
- Transportation**
Jerry Colburn, SR/WA, R/W-RAC
Overland, Pacific & Cutler
- Valuation**
Morris
ms Consulting
- Valuation**
Randy L. Seale
Allen, Williford & Seale, Inc.

INTERNATIONAL RIGHT OF WAY ASSOCIATION
19210 S. Vermont Ave., Building A, Suite 100, Gardena, CA 90248
Tel: (310) 538-0233 Fax: (310) 538-1471

www.irwaonline.org



Association's Slate of Officers for 2010-2011

Officers for the 2010-2011 fiscal year were announced at IRWA's 56th Annual International Education Conference held in Calgary, AB.

INTERNATIONAL EXECUTIVE COMMITTEE

Kenneth L. Davis, SR/WA
International President

Randy A. Williams, SR/WA, MAI, FRICS
International President-Elect

Patricia Petitto, SR/WA, R/W-RAC
International Vice President/Treasurer

Lisa Harrison, SR/WA, R/W-RAC, R/W-NAC
International Secretary

Lee Satterfield Hamre, SR/WA, R/W-RAC
Executive Committee Member

Mark A. Rieck
Executive Vice President

Eric Finn, Esq.
General Counsel

INTERNATIONAL REGIONS

Region 1

Chair: Carolyn D. Banks, SR/WA
Vice Chair: Renee Marruffo, SR/WA

Region 2

Chair: Steven M. Beck, SR/WA
Vice Chair: Georgia S. Snodgrass, SR/WA, R/W-NAC

Region 3

Chair: Rita J. Rasmussen, SR/WA, R/W-NAC
Vice Chair: Randy J. De George, SR/WA, R/W-NAC

Region 4

Chair: David A. Wood, SR/WA
Vice Chair: Richard K. Pino

Region 5

Chair: Mary Anne Marr, SR/WA
Vice Chair: Jeffrey Jones, SR/WA, R/W-NAC, R/W-RAC, R/W-URAC

Region 6

Chair: Johnny M. Dyess, SR/WA, R/W-EC, R/W-NAC, R/W-AMC
Vice Chair: Ben Ward

Region 7

Chair: Fred Walasavage
Vice Chair: Pat Thayer, SR/WA

Region 8

Chair: Orest Rojik, SR/WA
Vice Chair: Murray LeGris

Region 9

Chair: Ray Bennett, SR/WA
Vice Chair: Timothy Holzhauser, SR/WA

Region 10

Chair: Karen Carswell, SR/WA
Vice Chair: Robert Greene, SR/WA

INTERNATIONAL COMMITTEES

Asset Management

Chair: Robert W. Drayton, SR/WA, R/W-AMC, R/W-RAC
Vice Chair: Susan Findley, SR/WA, R/W-AMC, R/W-NAC

Environment

Chair: Della Berwanger, SR/WA
Vice Chair: John Hooson

Ethics

Chair: William R. Dee, SR/WA
Vice Chair: Theresa Brennan, Esq.

Local Public Agency

Chair: William L. Busch, SR/WA
Vice Chair: Leslie Finnigan, SR/WA

Marketing & Communications

Chair: Alan D. Wurtz, SR/WA
Vice Chair: Connie Williford

Nominations & Elections

Chair: Charles Anderson, SR/WA
Vice Chair: Nancy Halvorson, SR/WA, R/W-RAC

Pipeline

Chair: Neilia LaValle
Vice Chair: Jane Ann Byroad

Professional Development

Chair: William Kyle Ray
Vice Chair: Janet Walker, SR/WA, R/W-NAC, R/W-EC

Relocation

Chair: Vivian D. Howell, SR/WA, R/W-RAC, R/W-NAC
Vice Chair: Donna Harrison, SR/WA, R/W-RAC, R/W-NAC

Surveying & Engineering

Chair: John Alexander, SR/WA
Vice Chair: Julie McDonald

Transportation

Chair: Jerry Colburn, SR/WA, R/W-RAC
Vice Chair: Chris Pawloski, SR/WA, R/W-RAC

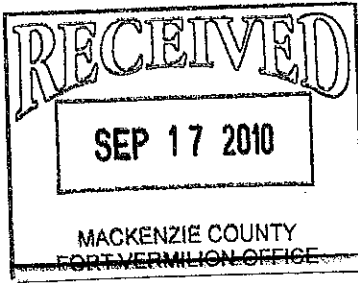
Utilities

Chair: Patricia Morris
Vice Chair: Glenn Winfree, SR/WA, R/W-NAC, R/W-EC

Valuation

Chair: Randy Seale, MAI
Vice Chair: Orell Anderson, MAI

Meat
Commit info.



Ernie Derksen
Box 2096
High Level, AB
T0H 1Z0
Tel: (780)926-1495
Fax: (780)926-3225
erniederksen@hotmail.com

August 30, 2010

Randy Bjorklund
Natural Resources Conservation Board
Provincial Building, #201, 10008 – 107st
Morinville, AB
T8R 1L3

RE: Proposed Confined Feeding Operation at NE-4-111-19-W5; Application #FA 10003

Dear Mr. Bjorklund,

Please accept this representation as my statement of concern to the above noted proposed Confined Feeding Operation. As an Affected Party (as outlined in the Section 5(c)(iii) of the *Agricultural Operations, Part 2 Matters Regulation*), I must be given a reasonable opportunity to review the information and submit representation as to how I am affected (as per section 20(1)(b)(iii) of the *Agricultural Operation Practices Act (AOPA)*). My land is directly adjacent to the proposed project; I own the entirety of 3-111-19-W5, with my residence located in the SW corner of the aforementioned section.

This project would directly affect me in several ways:

1. Water Quality
2. Air quality (smell)
3. Property devaluing
4. Restriction of land development

In addition to the previous list, there is also the matter of inappropriate use of County land. As I am currently aware, this land is zoned for agricultural use. The proposed project (according to a Grow North Representative) is to have a feeding operation, slaughterhouse, meat processing plant, and electricity generation capabilities. This, in my opinion, has gone beyond the definition of "Agriculture Operation" as defined in Section 1(b) of the AOPA. Furthermore, in section 20(1)(a) of the AOPA, "*if...there is an inconsistency with the municipal development plan..., the approval officer must deny the application.*" As per the Mackenzie County/Town of High Level Inter-Municipal Development Plan (IDP), this land is zoned for Agriculture/Future Residential Lands. Industrial development, (such as meat-processing and electricity generation), is to occur south of the Town; approval of such a facility would be in contravention of the IDP.

I am also under the impression that the planning phase of this project has been underway for approximately 5 years. Why is it that this is the first time a location has been revealed to the Affected Parties? According to a recent discussion with said Grow North representative, the land sale to Grow North is already approved (i.e. transfer from its current status in the Green Zone); if this is indeed the case, it has evidently happened without adequate consultation with the Affected Parties.

1. Water Quality

The proposed site, located on NE-4-111-19-W5, is located approximately 850 meters away from one, and 620 meters away from another, small permanent watercourse, as defined in both the *Integrated Standards and Guidelines* as outlined by the *Enhanced Approval Process for Upstream Oil and Gas* (used by Oil and Gas Companies to classify watercourses) and the *Upper Hay Operating Ground Rules* (used by Forest Operators in the High Level area to classify watercourses). These watercourses drain directly into Footner Lake (~2 km away from proposed site), the sole water supply for the Town of High Level. I submit that the manure and other waste produced at this facility would severely and adversely affect the quality of water for the Town of High Level. A feeding operation of this scale would require a significant amount of water for both drinking water for the animals, and maintenance (cleaning) of these facilities.

Firstly, where is this vast amount of water going to come from? Will Grow North be allowed to tap into the town's water from Footner Lake? The sheer scale of this operation could potentially be taxing on the Town of High Level's already limited water supply. Footner Lake is already only an average of about 6 feet deep, and in drought years, this could be a very serious issue for the town's water supply. If the applicant plans to take the water from aforementioned creeks, this will not be a viable option. These watercourses dry up to almost non-existent by the peak of summer, so the substantial water needs of this facility will certainly not be able to be met.

Secondly, this waste water has to go somewhere, which ultimately and unfortunately, would be Footner Lake. Has any research been done to identify what the possible effects could be on this watershed, and the quality of the town of High Level's drinking water and/or are any possible mitigation measures proposed? The tragedy in Walkerton, Ontario, which killed 7 people due to animal waste contaminating the water supply, should be a solemn warning that adequate planning go into the location of a facility such as this.

2. Air Quality

The proposed feeding operation is located at nearly the Northernmost extent of White Zone (County land) in the High Level area. Prevailing winds in this region are from the Northwest. The odour from such a large scale feeding operation is going to be inevitably potent. My residence is directly adjacent to this property, meaning I would be most significantly impacted, but I believe the effects would be noticeable to many surrounding landowners. Is there any data from other similar operations in the province as to what the effects on air quality are to adjoining lands?

3. Property Devaluing

If the proposed operation were to in fact to be approved at its current location, the value of my property would inevitably be significantly reduced. The smell, traffic and noise would be a definite deterrent to potential property buyers seeking a quiet country lifestyle. Why is it necessary that this plant be built directly adjacent to residential lands? Vacant crown land is not a rare commodity in the area, and it should not be difficult to find a suitable location further away from the general population. What is currently a peaceful country neighbourhood would no doubt become far busier, noisier, and have significantly reduced air quality; all factors which would considerably reduce the resale value of nearby properties. Would affected parties receive compensation for this anticipated loss?

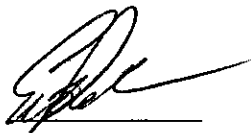
4. Restriction of Land Development

The other 3 quarters of land I do not currently reside on have great potential for future residential development. This land is currently zoned as 'Country Residential' and could quite possibly one day support a residential subdivision. As mentioned above, potential buyers seeking a 'Country Residential' lifestyle are not looking for a smelly industrial neighbourhood. A large feedlot, such as the one proposed, would all but eradicate further residential development in the surrounding land. As this land is indeed zoned for residential purposes, I believe this would be contrary to the County's intent for these lands, as prescribed in the Inter-Municipal Development Plan.

I trust you will review and consider this and all other statements of concern very carefully. This decision will greatly affect our small neighbourhood in a direct way and likely also the Town of High Level. I believe there are more appropriate locations for such a facility, and the risks and hazards associated with its current location greatly outweigh any potential economic benefits that it may create.

Thank you in advance for your consideration.

Sincerely,



Ernie Derksen

cc. Jack Hayden, Minister of Agriculture and Rural Development

Frank Oberle, Member of Legislative Assembly for the Peace River Region

Peter Ernst, Mayor of High Level

Greg Newman, Reeve, Mackenzie County

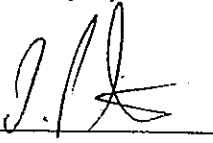
Enc.: Petition Against Confined Feeding Operation at NE-4-111-19-W5

Petition Against Confined Feeding Operation at NE-4-111-19-W5

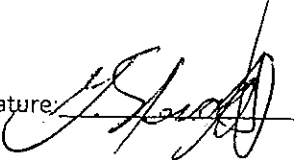
To whom this may concern:

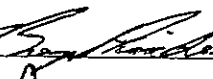
Please accept this petition as a statement of concern against the proposed Confined Feeding Operating at NE-4-111-19-W5 on behalf of the undersigned. For reasons including, but not limited to: a reduction in air and water quality, property devaluing, and contravention of the Inter-Municipal Development Plan, we have concern with the current location of the proposed facility.


"We, the residents and landowners of the vicinity of the proposed site location, oppose the Grow North proposal to construct a new Confined Feeding Operation at NE-4-111-19-W5.

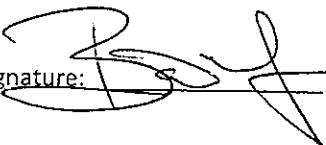
Signature:  Print: Dave Peters Legal Land Location: NW-28-110-19 W5.


Signature:  Print: Dave & Kim Borle Legal Land Location: NE 32, 110, 19, W5

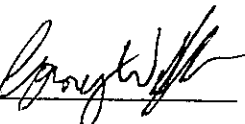
Signature:  Print: E. Neudorf Legal Land Location: NE 1/4 32, 110 - 19 W5


Signature:  Print: Boyd Fischer Legal Land Location: NW 32 110 19 W5

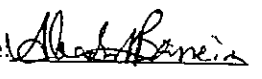
Signature:  Print: Richard Harder Legal Land Location: NW 21 110 19 W5

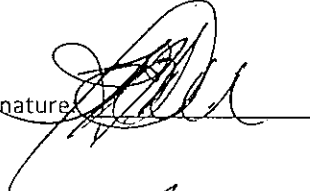
Signature:  Print: Barb Driedger Legal Land Location: NW-21 110 19-W5

Signature:  Print: Peter Wolfe Legal Land Location: NE 8 - 110 - 18 W5

Signature:  Print: Conney Wolse Legal Land Location: NE 21-110-19 W5

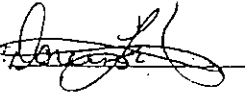
Signature:  Print: DENNIS MOOKAN Legal Land Location: NE. 29-110-19-W5

Signature:  Print: Alexandra Baneira Legal Land Location: NE. 32-110-19 W5

Signature:  Print: TAMMIE ELDER Legal Land Location: NE 32-110-19W5M

Signature: Alvin Elder Print: ALVIN ELDER Legal Land Location: NE 32-110-19W5M

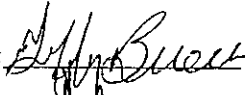
Signature: Cristine Trudeau Print: CRISTINE TRUDEAU Legal Land Location: NE 32-110-19 W5

Signature:  Print: DOREEN FISCHER Legal Land Location: NE 32-110-19 W5


Signature: Bill Wiebe Print: BILL WIEBE Legal Land Location: NE 32-110-19 W5

Signature: Tina Wiebe Print: TINA WIEBE Legal Land Location: NE 32-110-19 W5

Signature: Henry Wolfe Print: Henry Wolfe Legal Land Location: SE 33-110-19 W5

Signature:  Print: Geoffrey Bueckert Legal Land Location: NW 32-110-19W5

Signature:  Print: Ryan Derksen Legal Land Location: SW-3-111-19-W5

Signature:  Print: Susan Derksen Legal Land Location: SW-3-111-19-W5

Signature: Betty Bueckert Print: Betty Bueckert Legal Land Location: NW-32-110-19-W5

Signature: Sheila Peters Print: Sheila Peters Legal Land Location: NE 8 TWP 111 R 19 W5 L 1 B 1

Signature:  Print: Phillip Peters Legal Land Location: NE 8-111-19-W5

Signature: Wes Peters Print: Wes Peters Legal Land Location: NE8-TWP111R19W5L1B1

Signature: Aaron Fischer Print: Aaron Fischer Legal Land Location: NE32-110-19W5 Lot 1

Signature: DBL Print: Dave Borle Legal Land Location: NE32-110-19W5 Lot 2

Signature: Ernie Derksen Print: ERNE DERKSON Legal Land Location: SW3-111-19-W5

Signature: _____ Print: _____ Legal Land Location: _____

Signature: _____ Print: _____ Legal Land Location: _____

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Signature: _____ Print: _____ Legal Land Location: _____

William & Tina Wiebe
PO Box 393
High Level, AB T0H 1Z0

September 17, 2010

Mr. Randy Bjorklund
Natural Resources Conservation Board
Provincial Building, #201, 10008 107th Street
Morinville, AB T8R 1L3

Dear Mr. Randy Bjorklund:

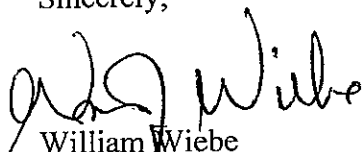
We have a major concern about the proposed confined feeding operation to be located on NE4-111-19-W5 that needs to be addressed. Our home is located at NE32-110-19-W5.


During the spring thaw the run off comes from NE4-111-19-W5, continues south and onto NE32-110-19-W5, then goes southwest and into Footner Lake, this lake supplies the town of High Level with its water supply. This run off also fills our dugout which is the only water supply, the possible contamination of this water supply from the proposed confined feeding operation is a very serious health concern.

The prevailing winds from the North will also affect the air quality to numerous homes in the area. We believe an operation of this type should be located further away from established homes, and closer to a larger body of water – such as the Peace River.

We would be in support of the proposed confined feeding operation in a different location. Please feel free to contact us at your earliest convenience; we can be reached at 780-926-3461.

Sincerely,


William Wiebe
Concerned Home Owner
NE 32-110-19-W5


Tina Wiebe
Concerned Home Owner
NE 32-110-19-W5

Cc: Honourable Frank Oberle
Mackenzie County



Council
Info

Deputy Minister
18th floor, Commerce Place
10155 - 102 Street
Edmonton, Alberta T5J 4L4
Canada
Telephone 780-427-4826
Fax 780-422-9561

AR48196

September 13, 2010

Mr. William Kostiw
Chief Administrative Officer
Mackenzie County
PO Box 640
Fort Vermilion, Alberta T0H 1N0



Dear Mr. Kostiw:

The Government of Alberta recently enacted changes to the *Local Authorities Election Act (LAEA)* to enhance the integrity of, and public confidence in, local elections, by clarifying the rules for both voters and those who run for elected office.

Full day training sessions for election officials were held around the province in May and June and were well attended. However, as Municipal Affairs has been receiving a number of inquiries about the application of the amended legislation, I want to provide an update on the new election rules now in effect for the 2010 elections. Also, I encourage you to purchase an up-to-date copy of the *LAEA* from the Queen's Printer, at www.qp.alberta.ca (under Laws Online), so that you are working with the latest legislative requirements.

The following is a summary of the relevant changes to the *LAEA*:

1. Volunteer service (where no compensation is provided) is not considered a campaign contribution (section 147.1).
2. A candidate can self-fund his or her campaign up to a maximum of \$10,000 every three years during the campaign period (section 147.2).
3. Campaign contributions by any person, corporation, trade union or employee organization to a candidate shall not exceed \$5,000 in any year. Only persons who live in Alberta can make donations to a campaign (section 147.2).
4. A campaign account must be opened at a financial institution, if total campaign contributions exceed \$5,000. An account does not have to be opened for entirely self-funded campaigns (section 147.3).
5. A candidate whose election campaign is funded exclusively from campaign contributions or a combination of campaign contributions and a self-funded campaign, must file a disclosure statement on or before March 1 immediately following a general election or, in the case of a by-election, within 120 days after that by-election (section 147.4).

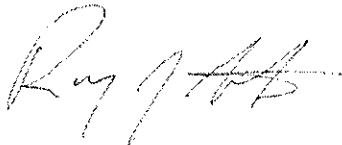
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Mr. William Kostiw
Page 2

1. A candidate must note in the disclosure statement the name and address of each contributor whose contributions during the campaign period exceed \$100 in aggregate (section 147.4).
2. A candidate who does not file nomination papers for the next general election must donate, within six months after the date of the next general election, any amount of the surplus money exceeding \$500, as set out in the disclosure statement, to a registered charitable organization or to the municipality where the candidate was declared elected in a previous general election (section 147.4).
3. The sections dealing with campaign surplus being held in trust by the municipality do not come into effect until after December 1, 2011. A review of the applicability of these provisions will take place following the 2010 elections (sections 147.5, 147.6, 147.7(2) & (3) and 147.91(b)).
4. New criteria have been added to section 48 of the *LAEA* to assist a person in determining where his or her permanent residence is for voting purposes, where that person owns and occupies more than one residence (other than in a summer village).

As a follow-up to the full day training sessions, half day sessions for election officials, and evening information sessions for candidates running in the fall elections are being held around the province. For more information on these sessions please go to www.elections2010.info or contact one of my ministry's municipal advisors, toll-free at 310-0000, then 780-427-2225.

Sincerely,



Ray Gilmour
Deputy Minister

Carol Gabriel

cc info

From: Don Johnson [djohnson@aamdc.com]
Sent: Wednesday, September 22, 2010 10:09 AM
To: admin@mdacadia.ab.ca; Athabasca; Athabasca; bbeck@beaver.ab.ca; cao@mdbiglakes.ca; execsecretary@mdbiglakes.ca; Acadia (CAO); martin.buckley@mdbighorn.ca; irenec@birchhillscounty.com; rpoole@md.bonnyville.ab.ca; rmccullough@brazeau.ab.ca; Camrose; murray@cardstoncounty.com; cao@clearhillscounty.ab.ca; rleaf@county.clearwater.ab.ca; Crowsnest Pass; Cypress; Cypress; Cypress (CAO); ben@mdfairview.ab.ca; Flagstaff; Foothills; Forty Mile; Grande Prairie; jim@mdgreenview.ab.ca; Kneehill ; Lac La Biche; lucien.cloutier@lACLAbichecounty.com; Lac Ste Anne; Lacombe; Lacombe; allan.h@tclamont.ca; dougw@leduc-county.com; allan.winarski@md124.ca; Lethbridge ; Carol Gabriel; Bill Kostiw; moberg@phrd.ab.ca; MD of Peace; MD of Rocky View; dmarynowich@minburncounty.ab.ca; doug.plamping@mountainviewcounty.com; stephensonk@countynfnewell.ab.ca; Northern Lights; Northern Sunrise; cao@mdopportunity.ab.ca; tpeach@countypaintearth.ca; pvincent@parklandcounty.com; mdpeace@wispnet.ca; Pincher Creek; Ponoka County; PonokaCounty@PonokaCounty.com; tlawrason@mdprovost.ca; Ranchland (CAO); chertzberg@reddeercounty.ab.ca; rcoon@rockyview.ca; dnellis@saddlehills.ab.ca; Smoky Lake; Smoky River; Special Areas; Special Areas; Special Areas; Special Areas; Spirit River ; St. Paul; Starland; Stettler; Strathcona; robyn.singleton@strathcona.ab.ca; Sturgeon; dkrizsan@mdtaber.ab.ca; Thorhild; Two Hills; rking@county24.com; Vulcan County; Wainwright; Warner; eleblanc@westlockcounty.com; Wetaskiwin; Wetaskiwin; Wheatland; Wheatland; Wheatland County; Wheatland County; cindy@mdwillowcreek.com; Wood Buffalo; Wood Buffalo; Wood Buffalo (CAO); Wood Buffalo (RM); Wood Buffalo-Elsie Hutton; Woodlands; Yellowhead
Subject: Election for President of the AAMDC

Greetings to all the membership of AAMDC;

I would ask our CAO's to please forward this e-mail of all members of your respective councils.

It has been my honour and privilege to serve as the president of the AAMDC for the past six years. I am formally announcing today that I will not seek another term as your President at our convention in November. Over the past number of months many of you have asked if I was going to run once again this year and encouraged me to continue as president. I can tell you that your encouragement has made this a difficult decision; however after consulting with my sweetheart and family I have determined that it is time for me to step aside and allow another to assume the presidency of this outstanding organization. The opportunity you have provided me to serve the past six years as your president and represent the concerns and interests of Rural Alberta to government has been one of the most remarkable experiences of my life. I want to sincerely express my deep appreciation for your ongoing support as I have endeavored to clearly and passionately represent you together with our board, in bringing forward to government the very real challenges of Rural Alberta and in strengthening the AAMDC in our provision of vital services to our members. I never forget who it is we represent as a board. You are AAMDC.

Many of you will not be running in the municipal elections this fall and I want to thank you for your dedication and the service you have rendered to your rate payers. Most will never know or understand the sacrifice of time away from your families, your farms and work to sit on council and be a representative of the people. For those who are offering to run in the election, I wish you well in your endeavor. Albertan's need and deserve your best efforts and dedication. I look forward to seeing you all at Convention in Edmonton the middle of November. My best wishes to you all.

Donald W. Johnson
President
AAMDC Alberta Association of
Municipal Districts & Counties
www.aamdc.com
(780) 955-3639

cc gmb.
Carol Gabriel

From: Ridgeview Logging [rvml@siscanada.ca]
Sent: Friday, September 17, 2010 2:09 PM
To: Bill Kostiw
Subject: FW: La Crete ferry

Sorry Bill, I meant to include you to

From: Ridgeview Logging [mailto:rvml@siscanada.ca]
Sent: September 17, 2010 1:52 PM
To: Bill Gish
Cc: Frank Oberle ; John Unger
Subject: La Crete ferry

Hello Mr. Bill Gish

I would like to take the opportunity at this time to say thank you for getting the ferry going with lighter loads, but on the other hand, I'd also like to ask you why they cannot take one loaded truck right now there hauling two empties and a couple small vehicles across if you do the math. It works out to about the same as one loaded truck that would save us a lot of money a specially for Ridgeview Mills. Right now it's costing Ridgeview Mills \$10 a BDT to get chips to DMI, so I'm asking you, Mr. Gish to please check into this. Hopefully, we can at least haul, one loaded truck at a time thank you and please let me know

George P Unrau
Box 1499

La Crete AB
OH 2H0

ph: 780-928-2265
cell: 780-926-0104

Email rvml@siscanada.ca



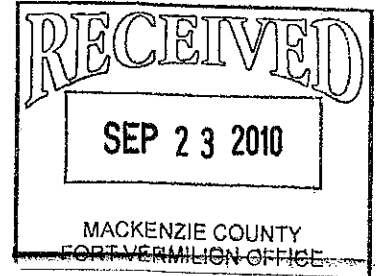
ALBERTA
TRANSPORTATION

Office of the Minister

AR45773

September 16, 2010

His Worship Peter Ernst
Mayor
Town of High Level
10511 - 103 Street
High Level, AB T0H 1Z0



Dear Mayor Ernst:

Premier Ed Stelmach forwarded your letter of August 17, 2010 regarding support by the Town of High Level to designate the Zama access road a provincial highway. As Minister of Transportation, I am pleased to respond on his behalf.

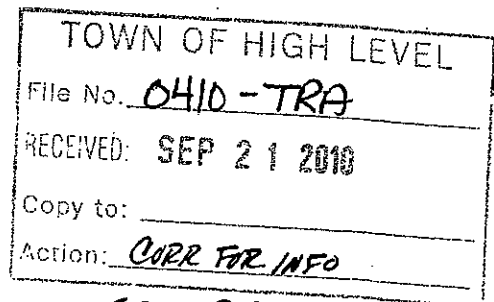
Alberta Transportation has, in the past, supported upgrading and paving sections of the Zama access road through the Resource Road Program.

The department is not prepared to accept the Zama access road as a provincial highway and encourages Mackenzie County to continue to upgrade and pave the road through other provincial grant programs such as the Municipal Sustainability Initiative and, on sections that are eligible, through the Resource Road Program.

Thank you for your letter. I trust you understand our stance on this issue.

Sincerely,

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



SEND COPY TO COUNTY

cc: Honourable Ed Stelmach, Premier
Honourable Hectore Goudreau, Minister of Municipal Affairs
Honourable Frank Oberle, M.L.A., Peace River

