



MACKENZIE COUNTY

REGULAR COUNCIL MEETING

MARCH 08, 2022
10:00 AM

FORT VERMILION COUNCIL
CHAMBERS

 780.927.3718

 www.mackenziecounty.com

 4511-46 Avenue, Fort Vermilion

 office@mackenziecounty.com



Mackenzie County

**MACKENZIE COUNTY
REGULAR COUNCIL MEETING**

**Tuesday March 8, 2022
10:00 a.m.**

Fort Vermilion Council Chambers

Fort Vermilion, Alberta

AGENDA

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CALL TO ORDER:	1.	a) Call to Order	
AGENDA:	2.	a) Adoption of Agenda	
ADOPTION OF PREVIOUS MINUTES:	3.	a) Minutes of the February 16, 2022 Regular Council Meeting	7
		b) Business Arising out of the Minutes	
		c)	
CLOSED MEETING:		<i>Freedom of Information and Protection of Privacy Act Division 2, Part 1 Exceptions to Disclosure</i>	
	4.	a) Bursary Applicant – Forgiveness Request (s. 17)	
		b) Land (s.23, s.25, s 27)	
		c) Outstanding Insurance Claim Update (s.27)	
		d)	
		e)	
TENDERS:		Tender openings are scheduled for 11:00 a.m.	
	5.	a)	
		b)	
PUBLIC HEARINGS:		Public Hearings are scheduled for 1:00 p.m.	
	6.	a) Bylaw 1252-22 Airport Vicinity Protection Area	21
DELEGATIONS	7.	a) None	

		b)		
GENERAL REPORTS:	8.	a)	CAO & Director Reports for February 2022	103
		b)		
AGRICULTURE SERVICES:	9.	a)	None	
		b)		
COMMUNITY SERVICES:	10.	a)	Request to Waive Fire Invoice IVC0034206	121
		b)	Residential Garbage Pickup Contract – La Crete	127
		c)		
		d)		
FINANCE:	11.	a)	Charitable Donation Policy	129
		b)	Disaster Recovery Program – Chuckegg Wildfire Claim Update (Handout)	
		c)	Gravel Reclamation (Handout)	
		d)	Mackenzie Ski Hill Society Insurance Request - Additionally Named Insured	137
		e)	2021 Reserve Re-Allocations	141
		f)	2021 Budget Allocations	149
		g)	Zama Recreation Society – Reallocation of Funds	153
		h)	Councillor Expense Claims	155
		i)	Member at Large Expense Claims	157
		j)		
		k)		
OPERATIONS:	12.	a)	Road Protection Agreement Review	159
		b)		
		c)		

UTILITIES:	13.	a)	None	
		b)		
PLANNING & DEVELOPMENT:	14.	a)	Bylaw 1254-22 Land Use Bylaw Amendment to Rezone Part of SE 8-106-15-W5M from Hamlet Residential 1B "H-R1B" to Institutional "I"	263
		b)	Bylaw 1255-22 Partial Plan Cancellation and Consolidation of Plan 1160NY, Block 3, Lots 8 & 9	275
		c)	Request to Close and Sell Road Allowance	281
		d)	2021 Off-Site Levy Annual Report	289
		e)	SE 10-106-15-W5M – La Crete East Waterline Oversizing Request/Asphalt	295
		f)		
		g)		
ADMINISTRATION	15.	a)	Viability Assessment	307
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		c)	Assessment Review Board, Subdivision and Development Appeal Board Member at Large Vacancies	311
		d)	Economic Development Week	313
		e)	Physician Recruitment – Fort Vermilion	329
		f)	Mackenzie Regional Charity Golf Tournament	331
		g)	High Level Agricultural Society Sponsorship Request	333
		h)		
		i)		
COMMITTEE OF THE WHOLE ITEMS:	16	a)	Business Arising out of Committee of the Whole	

- b)
- COUNCIL COMMITTEE REPORTS:** 17. a) Council Committee Reports (verbal)
- b) Municipal Planning Commission Meeting Minutes 337
- c)
- INFORMATION / CORRESPONDENCE:** 18. a) Information/Correspondence 351
- NOTICE OF MOTION:** 19. a)
- NEXT MEETING DATES:** 20. a) Committee of the Whole Meeting
March 22, 2022
10:00 a.m.
Fort Vermilion Council Chambers
- b) Regular Council Meeting
March 23, 2022
10:00 a.m.
Fort Vermilion Council Chambers
- ADJOURNMENT:** 21. a) Adjournment



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 8, 2022
Presented By:	Carrie Simpson, Director of Legislative & Support Services
Title:	Minutes of the February 16, 2022 Regular Council Meeting

BACKGROUND / PROPOSAL:

Minutes of the February 16, 2022 Regular Council Meeting are attached.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

SUSTAINABILITY PLAN:

COMMUNICATION / PUBLIC PARTICIPATION:

Approved Council Meeting minutes are posted on the County website.

POLICY REFERENCES:

Author: C. Sarapuk Reviewed by: _____ CAO: _____

RECOMMENDED ACTION:

- Simple Majority Requires 2/3 Requires Unanimous

That the minutes of the February 16, 2022 Regular Council Meeting be adopted as presented.

Author: C. Sarapuk Reviewed by: _____ CAO: _____

**MACKENZIE COUNTY
REGULAR COUNCIL MEETING**

**Wednesday February 16, 2022
10:00 a.m.**

**Fort Vermilion Council Chambers
Fort Vermilion, AB**

PRESENT:	Josh Knelsen	Reeve
	Walter Sarapuk	Deputy Reeve
	Jacque Bateman	Councillor
	Peter F. Braun	Councillor - virtual
	Cameron Cardinal	Councillor
	Darrell Derksen	Councillor
	Garrell Smith	Councillor – virtual – left at 3:40 p.m.
	Lisa Wardley	Councillor
	Ernest Peters	Councillor
REGRETS:	David Driedger	Councillor
ADMINISTRATION:	Byron Peters	Interim Chief Administrative Officer/ Director of Projects and Infrastructure
	Carrie Simpson	Director of Legislative Services /Recording Secretary
	Jennifer Batt	Director of Finance
	Jeff Simpson	Director of Operations
	John Zacharias	Director of Utilities
	Don Roberts	Director of Community Services
	Grant Smith	Agricultural Fieldman
	Caitlin Smith	Manager of Planning and Development
	Colleen Sarapuk	Administrative Officer
ALSO PRESENT:	Members of the public	

Minutes of the Regular Council meeting for Mackenzie County held on February 16, 2022 in the Council Chambers at the Fort Vermilion County Office.

CALL TO ORDER: 1. a) Call to Order

Reeve Knelsen called the meeting to order at 10:00 a.m.

AGENDA: 2. a) Adoption of Agenda

MOTION 22-02-096 MOVED by Councillor Cardinal

That the agenda be adopted with the following additions;

4. c) Regional Service Sharing Agreement (RSSA) – Update

CARRIED

**ADOPTION OF
PREVIOUS MINUTES:**

3. a) Minutes of the February 2, 2022 Regular Council Meeting

MOTION 22-02-097

MOVED by Councillor Bateman

That the minutes of the February 2, 2022 Regular Council Meeting be adopted as presented.

CARRIED

**ADOPTION OF
PREVIOUS MINUTES:**

3. b) Business Arising out of the Minutes

CLOSED MEETING:

4. a) Closed Meeting

MOTION 22-02-098

MOVED by Councillor Derksen

That Council move into a closed meeting at 10:02 a.m. to discuss the following:

- 4.a) Outstanding Tax Arrears (*FOIP, Div. 2, Part 1s.24, s 25, s 27*)
- 4.b) Land Sale – Town Road (*FOIP, Div. 2, Part 1s 23, s 24, s 25, s 27*)
- 4.c) Regional Service Sharing Agreement (RSSA) – Update (*FOIP, Div. 2, Part 1s. 21, 24, 25*) **(Addition)**

The following individuals were present during the closed meeting discussion. (*MGA Section 602.08(1)(6)*)

- All Members of Council
- Byron Peters, Interim Chief Administrative Officer
- Jennifer Batt, Director of Finance
- Jeff Simpson, Director of Operations
- Carrie Simpson, Director of Legislative Services
- Caitlin Smith, Manager of Planning & Development
- Don Roberts, Director of Community Services
- Grant Smith, Agricultural Fieldman
- Colleen Sarapuk, Administrative Officer
- John Zacharias, Director of Utilities

CARRIED

MOTION 22-02-099

MOVED by Councillor Derksen

That Council move out of the closed meeting at 10:56 a.m.

CARRIED

Reeve Knelsen recessed the meeting at 10:56 a.m. and reconvened the meeting at 11:09 a.m.

TENDERS:

5.a) Hamlet of La Crete – Well #4 Connection

MOTION 22-02-100

MOVED by Councillor Bateman

That the 'Well #4 Connection' Tender - Envelope #1 be opened.

CARRIED

Bidder	Required Documents
Chandos Construction Ltd.	All required documents
Hotflash Electric	All required documents

MOTION 22-02-101

MOVED by Councillor Peters

That the 'Well #4 Connection' Tender - Envelope #2 be opened for the qualified bidders.

CARRIED

Bidder	Bid Total
Chandos Construction Ltd.	\$ 988,800
Hotflash Electric	\$ 529,500

MOTION 22-02-102

MOVED by Councillor Derksen

That Administration review the tenders and return for awarding later in the meeting.

CARRIED

CLOSED MEETING

4.a) Outstanding Tax Arrears (FOIP, Div. 2, Part 1s,24, s 25, s 27)

MOTION 22-02-103

MOVED by Councillor Peters

That administration enter into a tax payment agreement with Tallahassee Exploration Incorporated as discussed.

CARRIED

CLOSED MEETING 4.b) **Land Sale – Tower Road (FOIP, Div. 2, Part 1s 23, s 24, s 25, s 27)**

MOTION 22-02-104 **MOVED** by Councillor Wardley

That the property for sale on Tower road proceed as discussed.

CARRIED

CLOSED MEETING 4.c) **Regional Service Sharing Agreement (RSSA) – Update (FOIP, Div. 2, Part 1s. 21, 24, 25) (Addition)**

MOTION 22-02-105 **MOVED** by Deputy Reeve Sarapuk
Requires Unanimous

That the Regional Service Sharing Agreement verbal update be received for information.

CARRIED UNANIMOUSLY

PUBLIC HEARINGS: 6.a) **None**

DELEGATIONS 7. a) **None**

GENERAL REPORTS: 8. a) **CAO & Director Reports for January 2022**

MOTION 22-02-106 **MOVED** by Councillor Peters

That the CAO & Director reports for January 2022 be received for information.

CARRIED

AGRICULTURE SERVICES: 9. a) **None**

COMMUNITY SERVICES: 10. a) **2022 Budget Amendment La Crete Walking Trail LOC Timber Salvage**

MOTION 22-02-107 **MOVED** by Councillor Peters
Requires 2/3

That the 2022 budget be amended by \$13,000 for the rental and timber salvage fee associated with Recreation Lease REC-100008, one time

project, La Crete Walking Trail LOC with funding coming from the General Operating Reserve.

CARRIED

COMMUNITY SERVICES:

10.b) Campground Caretakers

MOTION 22-02-108

MOVED by Councillor Braun

That Administration move forward to renew the Campground Caretakers contract to operate the Campgrounds at Hutch Lake and Wadlin Lake for the 2022 season and for administration to advertise for caretakers at the Machesis Lake Campground.

CARRIED

COMMUNITY SERVICES:

10.c) 2022 Capital Budget Amendment - Electric Vehicles for Municipalities - Municipal Climate Change Action Centre Grant – Electric Zamboni – La Crete Recreation Society

MOTION 22-02-109
Requires 2/3

MOVED by Councillor Wardley

That the 2022 Capital budget be amended to include an Electric Olympia (Zamboni) project with funding coming from Municipal Climate Change Action Centre Grant in the amount of \$50,000, and Other Sources/La Crete Recreation Society in the amount of \$126,500.

CARRIED

FINANCE:

11. a) 2022 Budget Amendment – Regional Service Sharing Agreement Town of High Level

MOTION 22-02-110
Requires 2/3

MOVED by Councillor Bateman

That the 2022 Operating Budget be amended by \$432,266 once the RSSA, and other agreements are signed by both parties, with funding coming from the General Operating Reserve.

CARRIED

Reeve Knelsen recessed the meeting at 12:04 p.m. and reconvened the meeting at 12:49 p.m.

FINANCE

11. b) La Crete Recreation Society – Indoor Ice Arena Capital Projects

MOTION 22-02-111 **MOVED** by Councillor Cardinal
 Requires 2/3

That the 2021 Capital Budget be amended by \$4,483,000 to include the La Crete Recreation Society Indoor Ice Rink project with all funding coming from public donations.

CARRIED

FINANCE: **11. c) Tax Recovery Auction – Reschedule Auction Date to April 12, 2022**

MOTION 22-02-112 **MOVED** by Councillor Braun
 Requires 2/3

That the Tax Recovery Auction for properties under tax arrears be rescheduled for April 12, 2022.

CARRIED

MOTION 22-02-113 **MOVED** by Councillor Bateman
 Requires 2/3

That the reserve bid for the properties being sold by public auction April 12th be set as follows:

Roll #	Ward	Zoning	Legal Location	Civic / Rural Address	Assessment Value	Reserve Bid
076930	07	HR-1	4357MC;4;1	5211 45 ST	28,460	28,460
179157	09	HC1	7521763;;A		3,450	4,486.95
181069	03	HR-1	7521580;8;7	10202 99 AVE	240,520	240,520
296434	10	HG1	8922794;14;1	1079 ASPEN DR	24,780	24,780
296455	10	HM1	8923048;6;5	1019 INDUSTRIAL DR	2,680	2,680
188218	4	A	SE 7-106-14-W5	106134 RGE RD 145	449,720	449,720

CARRIED

FINANCE: **11. d) 2021 Uncollectible Taxes**

MOTION 22-02-114 **MOVED** by Deputy Reeve Sarapuk
 Requires 2/3

That the levies & penalties in the amount of \$422,388.67 in Schedule A be written off.

CARRIED

FINANCE: **11. e) 2021 Uncollectible Utility and Accounts Receivable Accounts**

MOTION 22-02-115
Requires 2/3

MOVED by Councillor Wardley

That the outstanding amount of \$258.92 in Appendix #1 for utility accounts be written off.

CARRIED

MOTION 22-02-116
Requires 2/3

MOVED by Deputy Reeve Sarapuk

That the outstanding amount of \$2,859.10 in Appendix #2 for accounts receivable accounts be written off.

CARRIED

MOTION 22-02-117
Requires 2/3

MOVED by Councillor Derksen

That the outstanding amount of \$6,600.16 in Appendix #3 for accounts receivable accounts be transferred to tax roll # 076940.

CARRIED

FINANCE:

11. f) Mighty Peace Watershed Alliance – Request for Information

MOTION 22-02-118

MOVED by Councillor Wardley

That administration provide impacts of the effects of a flooding event to the Mighty Peace Watershed Alliance, and request that information be shared, not just the financial impacts.

CARRIED

FINANCE:

11. g) Municipal Sustainability Initiative (MSI) – Grant Agreement Extension

MOTION 22-02-119
Requires 2/3

MOVED by Councillor Wardley

That the long-term Municipal Sustainability Initiative request to extend the agreement be approved.

CARRIED

FINANCE:

11. h) Insurance Deductible – Additionally Names Insured

MOTION 22-02-120
Requires 2/3

MOVED by Councillor Derksen

That administration bring back options regarding insurance

CARRIED

TENDERS:

5.a) Hamlet of La Crete – Well #4 Connection

**MOTION 22-02-121
 Requires 2/3**

MOVED by Deputy Reeve Sarapuk

That the ‘Well #4 Connection’ contract be awarded to the lowest qualified bidder while staying within budget.

Related Project Experience (Max. 30 pts)	Points Awarded (Chandos Construction)	Points Awarded (Hotflash Electric)
Project A	10/10	8/10
Project B	10/10	8/10
Project C	10/10	8/10
Local Vendors (max. 10 pts)		
Civil Works	1.0/3.5	3.5/3.5
Electrical Works	3.5/3.5	3.5/3.5
Mechanical Works	0/3	3/3
Bid Price (Max. 60 pts)	52/60	60/60
Total Points	63.5/100	91/100

CARRIED

OPERATIONS:

12. a) 2021 Capital Budget Amendments

**MOTION 22-02-122
 Requires 2/3**

MOVED by Councillor Peters

That the 2021 Capital Budget be amended by \$80,900, for the Rebuild Blumenort Road East project, with funding coming from the Road Reserve.

CARRIED

**MOTION 22-02-123
 Requires 2/3**

MOVED by Councillor Derksen

That the 2021 Capital Budget be amended by \$15,552, for the Rebuild 6 Mile Road N (2 Miles) project, with funding coming from the Road Reserve.

CARRIED

**MOTION 22-02-124
 Requires 2/3**

MOVED by Councillor Peters

That the 2021 Capital Budget be amended by \$28,306, for the La Crete

Sidewalks and Road Repairs project, with funding coming from the Road Reserve.

CARRIED

OPERATIONS: **12. b) LC 101 Avenue Asphalt (300 m) Project – 2021 Capital Project Budget Amendment**

MOTION 22-02-125 **MOVED** by Councillor Wardley

That the 2021 Capital Budget for the LC 101 Avenue Asphalt (300 m) project, be amended by \$302.97, with funding from the Roads Reserve.

CARRIED

Reeve Knelsen recessed the meeting at 2:03 p.m. and reconvened the meeting at 2:21 p.m.

OPERATIONS: **12. c) Electric Vehicle Charging – Grant Opportunity**

MOTION 22-02-126 **MOVED** by Councillor Wardley

That Mackenzie County apply for the Electric Vehicle Charging Program grant, one Level 3 fast charging station in both Fort Vermilion and in La Crete.

CARRIED

OPERATIONS: **12. d) Organizational Chart Update**

MOTION 22-02-127 **MOVED** by Councillor Derksen
Requires 2/3

That Council approve the Organizational Chart as amended.

CARRIED

MOTION 22-02-128 **MOVED** by Councillor Wardley
Requires 2/3

That Council implements a hiring freeze not including current posted positions and requests that any changes made to the Organizational Chart be brought to Council for approval.

DEFEATED

OPERATIONS: **12. e) Fort Vermilion Airport Flood Recovery**

MOTION 22-02-129 **MOVED** by Councillor Bateman

That the Fort Vermilion Airport Flood Recovery be TABLED until further information is made available from the Disaster Recovery Program.

CARRIED

UTILITIES: **13. a) None**

**PLANNING &
DEVELOPMENT:** **14. a) Bylaw 1253-22 Land Use Bylaw Amendment to Rezone
Part of NE 17-105-14-W5M from Agricultural “A” to Rural
Industrial Light “RIL”**

MOTION 22-02-130 **MOVED** by Deputy Reeve Sarapuk

That first reading be given to Bylaw 1253-22 being a Land Use Bylaw Amendment to Rezone Part of NE 17-105-14-W5M from Agricultural “A” to Rural Industrial Light “RIL” to accommodate the Manufacturing, Minor use, subject to public hearing input.

CARRIED

ADMINISTRATION: **15. a) Federation of Canadian Municipalities (FCM) Conference – June
2 -5, 2022 - Regina, Saskatchewan**

MOTION 22-02-131 **MOVED** by Councillor Wardley

That all Councillors be authorized to attend the Federation of Canadian Municipalities (FCM) Conference on June 2 – 5, 2022 in Regina, Saskatchewan.

CARRIED

**COMMITTEE OF THE
WHOLE ITEMS:** **16. a) Business Arising out of the Committee of the Whole Meeting
Minutes**

MOTION 22-02-132 **MOVED** by Councillor Wardley

That Policy ADM006 Allocation of Keys and Locks be approved as presented.

CARRIED

MOTION 22-02-133 **MOVED** by Councillor Bateman

That Policy ADM014 Smoking in the Workplace be rescinded.

CARRIED

MOTION 22-02-134 **MOVED** by Councillor Cardinal

That Policy ADM032 Employee Expense Claim be approved as presented.

CARRIED

MOTION 22-02-135 **MOVED** by Councillor Peters

That Policy FIN025 Purchasing Authority Directive and Tendering Process be amended to include the following addition:

- 8.f) Mackenzie County does not tolerate mandatory vaccination or any other discriminatory requirements for any employee, contractor, or sub-contractor at Mackenzie County workplaces or for any work sites within Mackenzie County.

CARRIED UNANIMOUSLY

**COUNCIL
COMMITTEE
REPORTS:**

17. a) Council Committee Reports (verbal)

Councillor Smith left the meeting at 3:40 p.m.

MOTION 22-02-136 **MOVED** by Councillor Cardinal

That the Council Committee Reports be received for information.

CARRIED

**INFORMATION /
CORRESPONDENCE:**

18. a) Information/Correspondence

MOTION 22-02-137 **MOVED** by Councillor Bateman

That Mackenzie County prepare to put in a regional bid to host the 2026 Alberta Winter or Summer Games.

CARRIED

MOTION 22-02-138 **MOVED** by Deputy Reeve Sarapuk
Requires 2/3

That all of Council be authorized to attend AM – Municipal Leader’s Caucus

March 9 and 10, 2022 virtually and that Reeve Knelsen attend in-person.

CARRIED

MOTION 22-02-139 **MOVED** by Deputy Reeve Sarapuk

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

CARRIED

NOTICE OF MOTION: **19. a) None**

NEXT MEETING DATE: **20. a) Next Meeting Dates**

Regular Council Meeting
March 8, 2022
10:00 a.m.
Fort Vermilion Council Chambers

Committee of the Whole Meeting
March 22, 2022
10:00 a.m.
Fort Vermilion Council Chambers

ADJOURNMENT: **21. a) Adjournment**

MOTION 22-02-140 **MOVED** by Councillor Bateman

That the council meeting be adjourned at 4:18 p.m.

CARRIED

These minutes will be presented for approval at the March 8, 2022 Regular Council Meeting.

Joshua Knelsen
Reeve

Byron Peters
Interim Chief Administrative Officer



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 8, 2022
Presented By:	Caitlin Smith, Manager of Planning & Development
Title:	PUBLIC HEARING Bylaw 1252-22 Airport Vicinity Protection Area

BACKGROUND / PROPOSAL:

Administration, with assistance from WSP, has been in the process of updating the Airport Vicinity Protection Area (AVPA) Bylaw. The new version will repeal and replace the existing AVPA Bylaw 954-14.

The following changes were made to the Bylaw to clarify and align with current standards:

- Add definition of *Approval Authority* and removed definition of *Department*;
- Add definition of *Development*;
- Removed *Extensive Agriculture* and *Residential Replacement or Infilling Unit* from Section 3.7;
- Removed and replaced most of Sections 3.7 and 3.8 to provide clarity and specificity to land uses, based on Noise Exposure Forecast Area as well as provide clearer conditions to developments within those areas;
- Three (3) existing Land Use Conditions in Section 3.8 were removed and replaced with 14 new conditions;
- Schedules 10 and 15, the Fort Vermilion & La Crete Height Limitations Maps were updated;
- Area was added to Schedule 7: Fort Vermilion Airport Vicinity Protection Area and Schedule 12: La Crete Airport Vicinity Protection Area to reflect the updated maps.

An amendment to the Land Use Bylaw (Bylaw 1205-20) was passed in January, 2021 to regulate some developments within the AVPA area. Mackenzie County is not able to apply any more restrictions to area surrounding airports until such lands are purchased from private landowners.

The proposed bylaw was presented to Council on February 2, 2022, where the following motion was made:

Author: N Friesen **Reviewed by:** C Smith **CAO:** B Peters

MOTION 22-02-079 **MOVED** by Councillor Bateman

That first reading be given to Bylaw 1252-22 Airport Vicinity Protection Area, subject to public hearing input.

CARRIED

OPTIONS & BENEFITS:

Options are to pass, defeat, or table second and third reading of the bylaw.

COSTS & SOURCE OF FUNDING:

Current costs consist of advertising and notification letters which were borne by the Planning and Development Department Budget.

SUSTAINABILITY PLAN:

Goal E11 That affordable scheduled air passenger services in Mackenzie region reduce the time needed to travel within and beyond County boundaries.

Strategy E11.1 Create a long term plan for the County’s airports, anticipating future growth, and implementing restrictions now to ensure that future expansion can occur.

Strategy E11.2 That Mackenzie County implement a plan to protect existing airports.

COMMUNICATION / PUBLIC PARTICIPATION:

Public Hearing is required prior to second and third reading. The proposed bylaw was also forwarded to the Town of High Level and Town of Rainbow Lake for review and comment.

POLICY REFERENCES:

N/A

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That second reading be given to Bylaw 1252-22 Airport Vicinity Protection Area.

Author: N Friesen **Reviewed by:** C Smith **CAO:** B Peters

Simple Majority Requires 2/3 Requires Unanimous

That third reading be given to Bylaw 1252-22 Airport Vicinity Protection Area.

Author: N Friesen **Reviewed by:** C Smith **CAO:** B Peters

BYLAW NO. 1252-22

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

**TO ADOPT THE MACKENZIE COUNTY
AIRPORT VICINITY PROTECTION AREA**

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

WHEREAS, Mackenzie County has adopted the Mackenzie County Land Use Bylaw in 2017, and

WHEREAS, the Council of Mackenzie County, in the Province of Alberta, has deemed it desirable to create the Mackenzie County Airport Vicinity Protection Area to supplement the Land Use Bylaw to manage growth around each of the municipal airports within the County,

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

1. That the Mackenzie County Airport Vicinity Protection Area be adopted as attached.
2. This bylaw repeals and replaces Bylaw 954-14.

READ a first time this 2nd day of February, 2022.

PUBLIC HEARING held this ____ day of _____, 2022.

READ a second time this ____ day of _____, 2022.

READ a third time and finally passed this ____ day of _____, 2022.

Josh Knelsen
Reeve

Byron Peters
Interim Chief Administrative Officer

DRAFT

Mackenzie County Airport Vicinity Protection Area



February 2022

DRAFT

Mackenzie County Airport Vicinity Protection Area

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1. DEFINITIONS

"**AIRPORT**" means an area of land, water, ice or other surface intended to be used for landing, take-off or servicing aircraft, including all related buildings.

"**AIRSTRIP / AIRPORT RUNWAY**" means an area of land associated with an airport runway used or intended to be used, for take-off and landing aircraft, excluding related buildings.

"**AIRPORT ZONING REFERENCE POINT ELEVATION**" means the lowest threshold elevation point of the runway as shown in the Airport Vicinity Protection Area Height Limitation Schedules 4, 10, 15, and 20 for a specific airport.

"**APPROVAL AUTHORITY**" means for the purposes of an amendment to this Bylaw means the Municipality.

"**BASIC STRIP**" means a basic strip as described:

High Level - The basic strip associated with this airport runway is an area 304.8 meters in width and 1,645.9 meters in length, the location of which is shown on the map in Schedule 4.

Fort Vermilion - The basic strip associated with this airport existing runway is an area 150.0 meters in width and 1,339.2 metres in length. The basic strip associated with the airport future runway is an area 150.0 metres in width and 1,644.0 meters in length. The location of the existing and future basic strip is shown on the map in Schedule 10.

La Crete - The basic strip associated with this airport existing runway is an area 150.0 meters in width and 1,462.0 metres in length. The basic strip associated with this airport future runway is an area 150.0 metres in width and 1,644.0 meters in length. The location of the airport's existing and future basic strip is shown on the map in Schedule 15.

Rainbow Lake - The basic strip associated with this airport runway is an area 91.4 meters in width and 1,493.5 meters in length, the location of which is shown on the map in Schedule 20.

"**DEVELOPMENT**" includes all structures but is not limited to anything that is erected, built or constructed or parts joined together with a fixed location on the ground, or attached to something having a fixed location in or on the ground, whether permanent or temporary in nature, including but not limited to a wall parapet, crane, flagpole, antenna, or telecommunications equipment, lighting, signage, construction or maintenance equipment, or any other equipment or installation.

"**LAND USE BYLAW**" means the Land Use Bylaw for Mackenzie County as amended from time to time.

"MUNICIPAL AIRPORT" means the airport facilities known as the High Level Airport, Fort Vermilion Airport, La Crete Airport and Rainbow Lake Airport.

"MUNICIPALITY" means Mackenzie County.

"NEF CONTOUR" means the Noise Exposure Forecast Contour lines that divide and show the areas having different levels of noise exposure to an airport, as shown on the map in Schedule 2, 8, 13, 18.

"NOISE EXPOSURE FORECAST AREA" or "NEF AREA" means the areas that are enclosed by Noise Exposure Forecast Contour lines, having different levels of noise exposure in an Airport Vicinity Protection Area that:

- 1) Is enclosed by the 40 NEF Contour, or
- 2) Lies between two NEF Contours, or
- 3) Lies between the 25 NEF Contour and the boundary of the Protection Area, as shown on the map in Schedule 2, 8, 13, 18.

"PROTECTION AREA" means the High Level, Fort Vermilion, La Crete and Rainbow Lake Airport Vicinity Protection Areas described in Schedule 1, 7, 12, and 17.

"OUTER SURFACE" means an imaginary surface consisting of a common plane established at a constant elevation of 45 meters above the airport zoning reference point elevation and extending to the outer limits of the Airport Vicinity Protection Area for High Level, Fort Vermilion, La Crete and Rainbow Lake Airports, as described below in **TAKE-OFF/APPROACH SURFACES**, and **TRANSITIONAL SURFACE**.

"TAKE-OFF/APPROACH SURFACES" means an imaginary, inclined plane, associated with each end of the basic strip at:

High Level and Rainbow Lake Airports;

- 1) commences at, and abuts the end of the basic strip,
- 2) rises at a slope ratio of 1:50 measured from the end of the basic strip,
- 3) diverges outward on each side as it rises, at a slope ratio of 1:15 measured from the respective projected lateral limits of the basic strip, and
- 4) ends at its intersection with the outer surface. At High Level Airport, the approach surface then continues beyond the outer surface and ends 15,000 metres from end of the basic strip.

Fort Vermilion and La Crete Airports;

- 1) commences at, and abuts the end of the basic strip,
- 2) rises at a slope ratio of 1:40 measured from the end of the basic strip,
- 3) diverges outward on each side as it rises, at a rate of 15% measured from the respective

- projected lateral limits of the basic strip, and
- 4) ends at its intersection with the outer surface.

"TRANSITIONAL SURFACE" means an imaginary surface consisting of an inclined plane that:

- 1) commences at and abuts the lateral limit of the basic strip,
- 2) rises at a slope ratio of 1:7 measured from the lateral limit of the basic strip, and
- 3) ends at its intersection with the outer surface or take-off/approach surface.

2. MAIN BUILDING PER LOT

More than one main building may be placed on a lot for an airport if the use complies to those uses listed under the subject land use district included in the Mackenzie County Land Use Bylaw.

3. AIRPORT LAND USE DISTRICT

3.1. AIRPORTS DISTRICT

This District is set up to address the developmental issues, standards and regulations of four (4) municipal airports: High Level, Fort Vermilion, La Crete and Rainbow Lake. In addition to the general standards and regulations applicable to all of these airports, specific requirements and restrictions, supported by Schedules 1-21, for the development of land in the vicinity of each individual airport are also stipulated in this section of the Bylaw. This section applies to the development located within the boundary of the Airport Vicinity Protection Areas as shown in Schedules 1-21.

3.2. GENERAL STANDARDS AND REGULATIONS FOR AIRPORTS

- 1) Development situated within the Airport Vicinity Protection Areas shall require a development permit unless otherwise stated below:
 - a) The maintenance or repair of any building without structural alteration or major renovation.
 - b) The completion of a building that was lawfully under construction at the date of the adoption of this Bylaw if:
 - i. The building is completed in accordance with the terms and conditions under which the development permit was issued, and
 - ii. The building, for which whether or not a permit was granted, is completed within 12 months from the first date on which an official notice for this Bylaw is given.
 - c) The use of any building, as referred to in this section, for which the construction was commenced prior to the adoption of this Bylaw.
 - d) The erection or construction of gates, fences, walls or other means of enclosure less than 1.8 meters (6.0 feet) in height, and the maintenance, improvement and other alterations of them.

- e) A temporary building, the sole purpose of which is incidental to the erection or alteration of a permanent building, for which a Permit has been issued under the Land Use Bylaw.
 - f) The maintenance or repair of public works, services, and utilities carried out by or on behalf of federal, provincial, and municipal public authorities on land, which is publicly owned or controlled.
 - g) Construction, excavation, or other operations requisite for the continued agricultural use of a parcel in excess of 4 hectares (10 acres) that may be assessed as farmland and used for Extensive Agricultural Operations as defined in the Land Use Bylaw.
- 2) This Bylaw shall be administered by the Approval Authority and the Subdivision and Development Appeal Board and they shall be deemed to have the same powers as provided within the appropriate Land Use Bylaw and the Municipal Government Act except that the Subdivision and Development Appeal Board shall not delete or alter any condition of approval for land uses identified in Table 1 and this bylaw.
 - 3) The Approval Authority is not precluded by this Bylaw from attaching any other conditions in accordance with the Land Use Bylaw to a development permit.
 - 4) A development permit for a development within the Airport Vicinity Protection Area may only be issued if the proposed development conforms to this Bylaw and the Land Use Bylaw.

3.3. DEVELOPMENT NEAR AIRPORTS

- 1) Development near municipal airports will be required to conform to the Airport Vicinity Protection Areas Bylaw or other established regulation.
- 2) Commercial airport-related development shall not be permitted unless it is located at an approved airstrip site.
- 3) No private airstrips shall be permitted to locate within the legal boundaries of any Hamlet in the County.
- 4) No private airstrips shall locate within any Airport Vicinity Protection Area.
- 5) Heliports shall not locate in any Hamlet unless they are for emergency medical services and/or approved sites.
- 6) All airport related development directly accessing the Town of Rainbow Lake Municipal Airport shall be encouraged to locate within the Town of Rainbow Lake.
- 7) No development shall take place within the Airport Vicinity Protection Area that would unduly affect the lives, amenities and general wellbeing of the surrounding residents, commercial and industrial activities, or those of the airport.
- 8) All applications for developments within the Rainbow Lake Protection Area, as identified in Schedule 17, shall be circulated to the Town of Rainbow Lake for their information.

- 9) All applications for developments within High Level Protection Area shall be approved by the Inter-Municipal Planning Commission, as per the Inter-Municipal Development Plan between Mackenzie County and the Town of High Level.

3.4. ESTABLISHMENT OF PROTECTION AREA

- 1) The part of Alberta described and shown in Schedules 1, 7, 12 and 17 are established as Airport Vicinity Protection Areas under this bylaw.
- 2) If any discrepancy exists between the description of the Protection Areas in Schedule 1, 7, 12 and 17 and the location of the Protection Areas as shown on the map in Schedule's 1-21, the description in Schedules 1, 7, 12 and 17 prevails.

3.5. HEIGHT LIMITATIONS

- 1) A development permit shall not be issued for a development in the Protection Area if the highest point of the development will exceed in elevation at the location of that point any of the following surfaces that project immediately above the surface of the land at that location;
 - a) The take-off/approach surfaces of the runway of the airport;
 - b) The transitional surfaces of the runway of the airport; and
 - c) The outer surface.
- 2) For the purposes of this section;
 - a) If the proposed development is a railway near High Level Airport or Rainbow Lake Airport, the highest point of the development shall be deemed to be 6 metres higher than the actual height of the rails;
 - b) If the proposed development is a railway near Fort Vermilion Airport or La Crete Airport, the highest point of the development shall be deemed to be 7 metres higher than the top of the rails;
 - c) If the proposed development is a highway or roadway near High Level Airport or Rainbow Lake Airport, the highest point of the development shall be deemed to be 4.3 meters higher than the actual height of the highest part of the travelled portion of the highway;
 - d) If the proposed development is a roadway near Fort Vermilion Airport or La Crete Airport, the highest point of the development shall be deemed to be 4.6 metres higher than the crown of the road; and
 - e) If the proposed development is a multi-lane highway near Fort Vermilion Airport or La Crete Airport, the highest point of the development shall be deemed to be 5.2 metres higher than the top of the crown of the multi-lane highway.

3.6. ELECTRONIC FACILITIES

- 1) No objects taller than 1.2m are permitted in the area denoted Area "A" on the Electronic Facilities Protection Map in Schedule 5.

- 2) No metallic objects higher than 1.2m, no non-metallic objects higher than 2.5m are permitted in the area denoted Area "B" on the Electronic Facilities Protection Map in Schedule 5.
- 3) No metal-walled structure should subtend a total vertical angle greater than 0.8°, no structural steel work should subtend a total vertical angle greater than 1.6° and no non-metallic object (including trees) should subtend a total vertical angle greater than 2.4° from the base of the antenna located at the apex of the Area "C" on the Electronic Facilities Protection Map in Schedule 5.
- 4) No metallic fences, power lines, telephones lines, buildings, roads, or railroads permitted in the Areas "D", "E" and "F" on the Electronic Facilities Protection Map in Schedule 5.
- 5) Objects that may cause reflection of communication signals are not permitted in the Area "G" on the Electronic Facilities Protection map in Schedule 5.
- 6) Electrical noise generating sources such as engine ignitions, electric motors, electrical switching gear, high tension line leakage, diathermic and industrial heating generators and many household appliances are not permitted in the Area "H" on the Electronic Facilities Protection Map in Schedule 5.

3.7. LAND USE IN RELATION TO NOISE EXPOSURE FORECAST AREAS

- 1) In this Section:
 - a) "A" to "N" where it appears in one of the NEF Area (Noise Exposure Forecast Area) columns in Table 1 opposite a particular land use means that this particular land use may be acceptable in accordance with the appropriate note and subject to the limitations indicated therein. Refer to Section 3.8 Land Use Conditions for breakdown of explanatory notes.
 - b) "NO" where it appears in one of the NEF columns in Table 1 opposite a particular land use, means that new construction or development of this land use should not be undertaken in that NEF Area.
 - c) "YES" where it appears in one of the NEF columns in Table 1 opposite a particular land use, means that the indicated land use is not considered to be adversely affected by aircraft noise and no special noise insulation should be required for new construction or development of this nature;
 - d) "NEF 25-Area" means the NEF Area that lies between the 25 NEF Contour and the boundary of the Protection Area;
 - e) "NEF 25-30 Area" means the NEF Area that lies between the 25 NEF Contour and the 30 NEF Contour;
 - f) "NEF 30-35 Area" means the NEF Area that lies between the 30 NEF Contour and the 35 NEF Contour;
 - g) "NEF 35-40 Area" means the NEF Area that lies between the 35 NEF Contour and the 40 NEF Contour;

- h) “NEF 40+” Area means the NEF Area enclosed by the 40 NEF Contour;
- 2) Developments existing before the passing of this regulation shall be deemed to comply with the second insulation requirements set out in this Schedule.

Table 1
Land Use in Relation to Noise Exposure Forecast Areas

<u>Land Uses</u>	<u>Residential</u>			
	NEF 40 + Area	NEF 40-35 Area	NEF 35-30 Area	NEF 30+ Area
Detached, Semi-Detached	NO	NO	NO	A
Town Houses, Garden Homes	NO	NO	NO	A
Apartments	NO	NO	NO	A

<u>Land Uses</u>	<u>Recreational – Outdoor</u>			
	NEF 40 + Area	NEF 40-35 Area	NEF 35-30 Area	NEF 30+ Area
Athletic Fields	NO	J	K	YES
Stadiums	NO	NO	K	YES
Theatres - Outdoor	NO	NO	NO	H
Racetracks - Horses	NO	K	K	YES
Racetracks - Autos	YES	YES	YES	YES
Fairgrounds	K	K	YES	YES
Golf Courses	YES	YES	YES	YES
Beaches and Pools	YES	YES	YES	YES
Tennis Courts	NO	K	YES	YES
Playgrounds	K	K	YES	YES
Marinas	YES	YES	YES	YES
Camping Grounds	NO	NO	NO	NO
Park and Picnic Areas	NO	K	YES	YES

<u>Land Uses</u>	<u>Commercial</u>			
	NEF 40 + Area	NEF 40-35 Area	NEF 35-30 Area	NEF 30+ Area
Offices	F	E	D	YES
Retail Sales	F	D	YES	YES
Restaurants	F	D	D	YES
Indoor Theatres	NO	G	D	YES
Hotels and Motels	NO	F	G	YES
Parking Lots	YES	YES	YES	YES
Gasoline Stations	YES	YES	YES	YES
Warehouses	YES	YES	YES	YES
Outdoor Sales	E	K	YES	YES

<u>Land Uses</u>	<u>Public</u>			
	NEF 40 + Area	NEF 40-35 Area	NEF 35-30 Area	NEF 30+ Area
Schools	NO	NO	D	C
Churches	NO	NO	D	C

Hospitals	NO	NO	D	C
Nursing Homes	NO	NO	D	C
Auditoriums	NO	NO	D	C
Libraries	NO	NO	D	C
Community Centre	NO	NO	D	C
Cemeteries	NO	NO	NO	NO

Land Uses

Municipal Utilities

	NEF 40 + Area	NEF 40-35 Area	NEF 35-30 Area	NEF 30+ Area
Electric Generating Plants	YES	YES	YES	YES
Gas & Oil Storage	YES	YES	YES	YES
Garbage Disposal	YES	YES	YES	YES
Sewage Treatment	YES	YES	YES	YES
Water Treatment	YES	YES	YES	YES
Water Storage	YES	YES	YES	YES

Land Uses

Industrial

	NEF 40 + Area	NEF 40-35 Area	NEF 35-30 Area	NEF 30+ Area
Factories	I	I	YES	YES
Machine Shops	I	I	YES	YES
Rail Yards	YES	YES	YES	YES
Ship Yards	YES	YES	YES	YES
Cement Plants	I	I	YES	YES
Quarries	YES	YES	YES	YES
Refineries	I	I	YES	YES
Laboratories	NO	D	YES	YES
Lumber Yards	YES	YES	YES	YES
Saw Mills	I	I	YES	YES

Land Uses

Transportation

	NEF 40 + Area	NEF 40-35 Area	NEF 35-30 Area	NEF 30+ Area
Highways	YES	YES	YES	YES
Railroads	YES	YES	YES	YES
Shipping Terminals	YES	YES	YES	YES
Passenger Terminals	D	YES	YES	YES

Land Uses

Agriculture

	NEF 40 + Area	NEF 40-35 Area	NEF 35-30 Area	NEF 30+ Area
Crop Farms	YES	YES	YES	YES
Market Gardens	YES	YES	YES	YES
Plant Nurseries	YES	YES	YES	YES
Tree Farms	D	YES	YES	YES
Livestock Pastures	M	YES	YES	YES
Poultry Farms	L	L	YES	YES
Stockyards	M	YES	YES	YES

Dairy Farms	M	YES	YES	YES
Feed Lots	M	YES	YES	YES
Fur Farms	K	K	K	K

3.8. LAND USE CONDITIONS

A Annoyance caused by aircraft noise may begin as low as NEF 25. It is recommended that developers be aware of this fact and that they undertake to so inform all prospective tenants or purchasers of residential units. In addition, it is suggested that development should not proceed until the Approval Authority is satisfied that acoustic insulation features, if required, have been considered in the building design.

B This note applies to NEF 30 to 35 Only. New residential construction or development should not be undertaken. If the Approval Authority chooses to proceed contrary to Transport Canada's recommendation, residential construction or development between NEF 30 and 35 should not be permitted to proceed until the Approval Authority is satisfied that:

(1) appropriate acoustic insulation features have been considered in the building and

(2) a noise impact assessment study has been completed and shows that this construction or development is not incompatible with aircraft noise.

Notwithstanding point (2), the developer should still be required to inform all prospective tenants or purchasers of residential units that speech interference and annoyance caused by aircraft noise are, on average, established and growing at NEF 30 and are very significant by NEF 35.

C These facilities should not be located close to the NEF 30 contour unless the restrictions outlined in Note D below are applied.

D These uses should not be approved unless a detailed noise analysis is conducted and the required noise insulation features are considered by the architectural consultant responsible for the building design.

E When associated with a permitted land use, an office may be located in this zone provided that all relevant actors are considered and a detailed noise analysis is conducted to establish the noise reduction features required to provide an indoor environment suited to the specific office function.

F It is recommended that this specific land use should be permitted only if related directly to aviation-oriented activities or services. Conventional construction will generally be inadequate and special noise insulation features should be included in the building design.

G Generally, these facilities should not be permitted in this zone. However, where it can be demonstrated that such land use is highly desirable in a specific instance, construction may be permitted to proceed provided that a detailed noise analysis is conducted and the

required noise insulation features are included in the building design.

- H Facilities of this nature should not be located close to the NEF 30 contour unless a detailed noise analysis has been conducted.
- I Many of these uses would be acceptable in all NEF zones. However, considerations should be given to the internally generated noise levels, and acceptable noise levels in the working area.
- J Undesirable if there is spectator involvement.
- K It is recommended that serious consideration be given to an analysis of peak noise levels and the effects of these levels on the specific land use under consideration.
- L The construction of covered enclosures should be undertaken if this use is to be newly introduced the noise environment. See Note M below.
- M Research has shown that animals condition themselves to high noise levels. However, it is recommended that peak noise levels be assessed before this use is allowed.
- N This appears to be compatible land use in all NEF zones.

3.9. LAND USE IN RELATION TO BIRD HAZARD AREAS

- 1) In this Section and related to High Level and Rainbow Lake Airports:
 - a) Zone 1 means the area defined by a rectangle that fully encloses the runway and extends 3 km beyond the runway threshold in each direction and 2 km on either side of the runway centerline.
 - b) Zone 2 means the area at each end of the runway bounded by a semicircle with its centre on the extended centreline 1 km from the runway threshold and a radius of 8 km, excluding the intersections with Zone 1.
 - c) Zone 3 means the area enclosed by two semicircles, each with its centre on the extended centreline 1 km from opposing runway thresholds and a radius of 12 km, connected at their ends by two lines parallel to the runway centreline, excluding the intersections with Zone 1 and Zone 2.
- 2) In this Section and related to Fort Vermilion and La Crete Airports:
 - a) Primary Hazard Zone means a rectangular area 2 km on each side of, the full length of runway centreline. This area then extends and widens from the rectangular surface to 9 km beyond the runway threshold in each direction and to 4km on either side of the runway centreline.
 - b) Secondary area means an area extending 4 km beyond the edges of the Primary Hazard Zone.

- 3) Developments existing before the passing of this regulation shall be deemed to comply with the requirements set out in this Section.
- 4) No owner or lessee of any lands identified in Zone 1, Zone 2, Zone 3, primary hazard zone and secondary hazard zone, as identified in Schedules 6, 11, 16 and 21 shall modify or improve the lands or any part of them in a manner that increases their attractiveness to birds.

No new developments of the following types are permitted unless specifically granted, in writing, by the County:

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4. HIGH LEVEL AIRPORT VICINITY PROTECTION AREA

Schedule 1

High Level Airport Vicinity Protection Area Regulations

The High Level Airport Vicinity Protection Area consists of the land described below:

In Township 111, Range 19, West of the Fifth Meridian:

Section 4

Section 5

Northeast Quarter, Section 7

Section 8

Northwest Quarter, Section 9

Southwest Quarter, Section 9

Southeast Quarter, Section 9

Section 17

Northeast Quarter, Section 18

Southeast Quarter, Section 18

Northwest Quarter, Section 19

Northeast Quarter, Section 19, lying west of the railway right of way

Southwest Quarter, Section 19

Southeast Quarter, Section 19

Southwest Quarter, Section 20

In Township 110, Range 19, West of the Fifth Meridian:

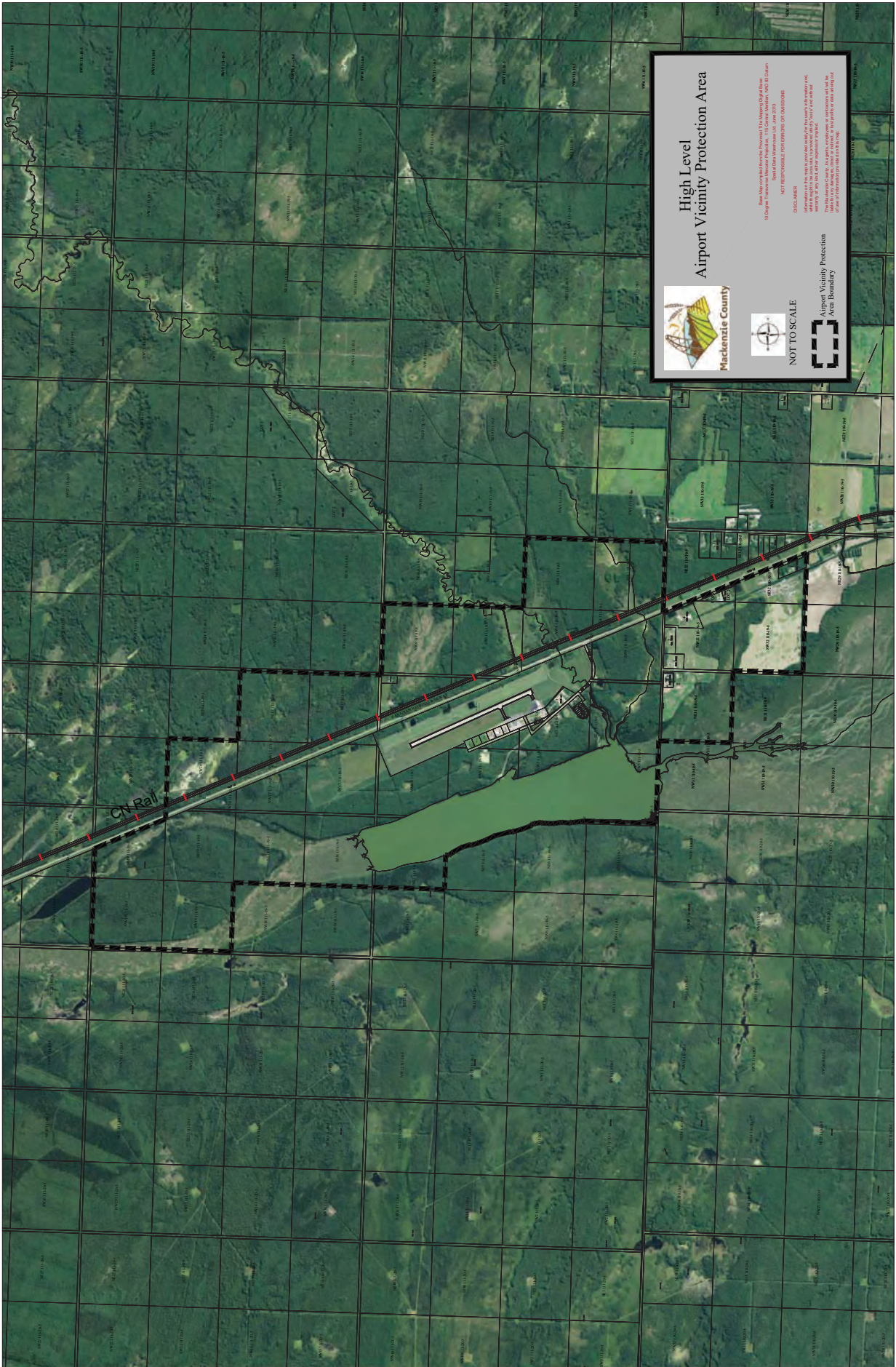
Northeast Quarter, Section 31

Northwest Quarter, Section 32

Southwest Quarter, Section 32

Southeast Quarter, Section 32, lying west of the railway right of way

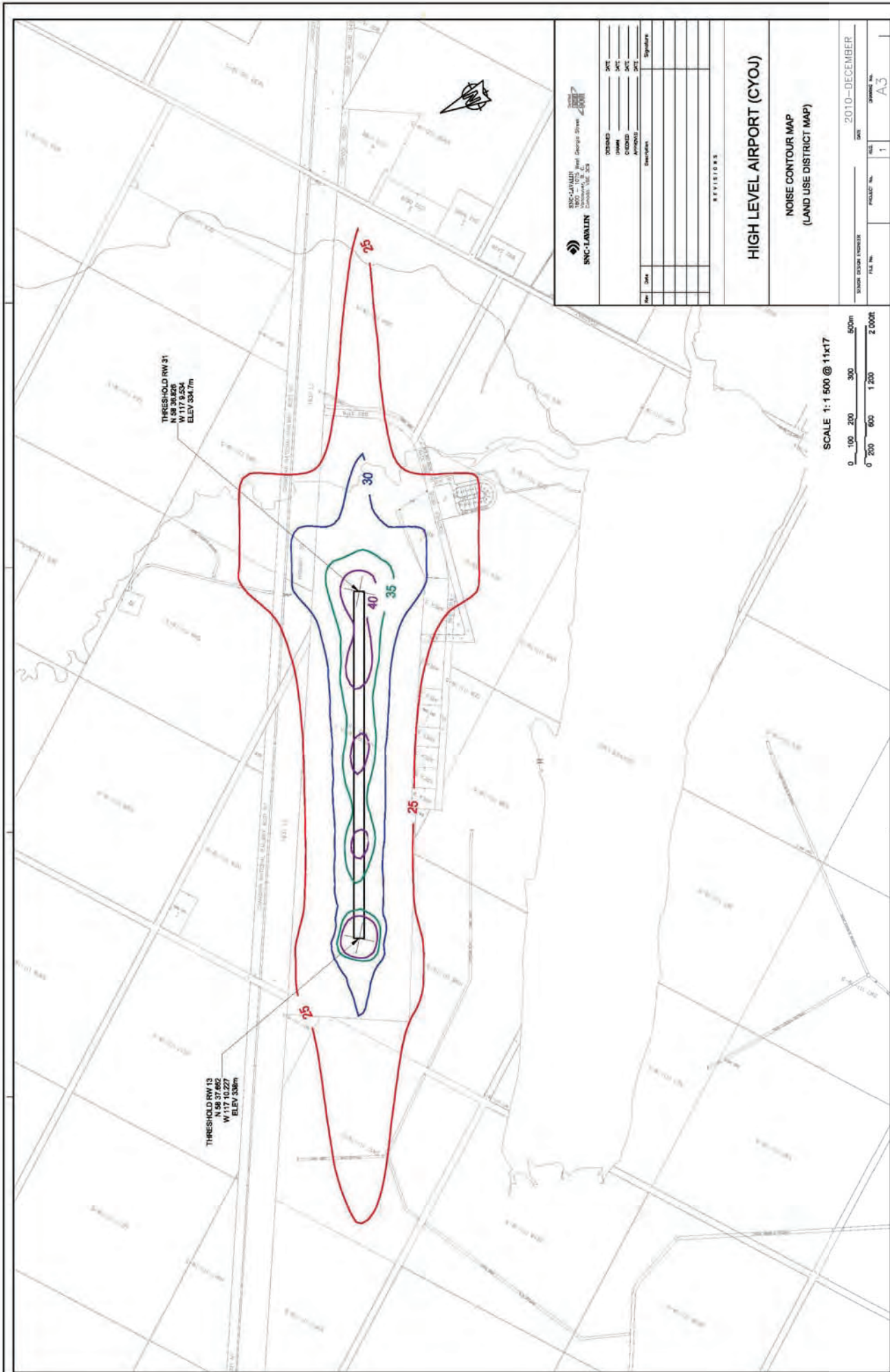
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Schedule 2
High Level Airport Vicinity Protection Area Regulations
Land Use District (Noise Restrictions) Map

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Schedule 3

High Level Airport Vicinity Protection Area

Height Limitations

Basic Strip

1. The basic strip associated with the airport runway is an area 304.8 metres in width and 1,645.9 metres in length, the location of which is shown on the map in Schedule 4.

Take-off/Approach Surfaces

2. There are take-off approach surfaces associated with each end of the basic strip and in each case the surface is imaginary and consists of an inclined plane that:
 - a. commences at and abuts the end of the basic strip,
 - b. rises at a slope ratio of 1:50 measured from the end of the basic strip,
 - c. diverges outward on each side as it rises, at a slope ratio of 1:15 measured from the respective projected lateral limits of the basic strip, and
 - d. ends at its intersection with the outer surface then continues beyond the outer surface and ends 15,000 metres from end of the basic strip.

Transitional Surfaces

3. There is a transitional surface associated with each level limit of the basic strip, and in each case the transitional surface is an imaginary surface consisting of an inclined plane that:
 - a. commences at and abuts the lateral limit of the basic strip,
 - b. rises at a slope ratio of 1:7 measured from the lateral limit of the basic strip, and
 - c. ends at its intersection with the outer surface or take-off/approach surface.

Outer Surface

4. The outer surface of the Protection Area is an imaginary surface consisting of a common plane established at a constant elevation of 45 metres above the airport reference point elevation and extending to the outer limits of the Protection Area.

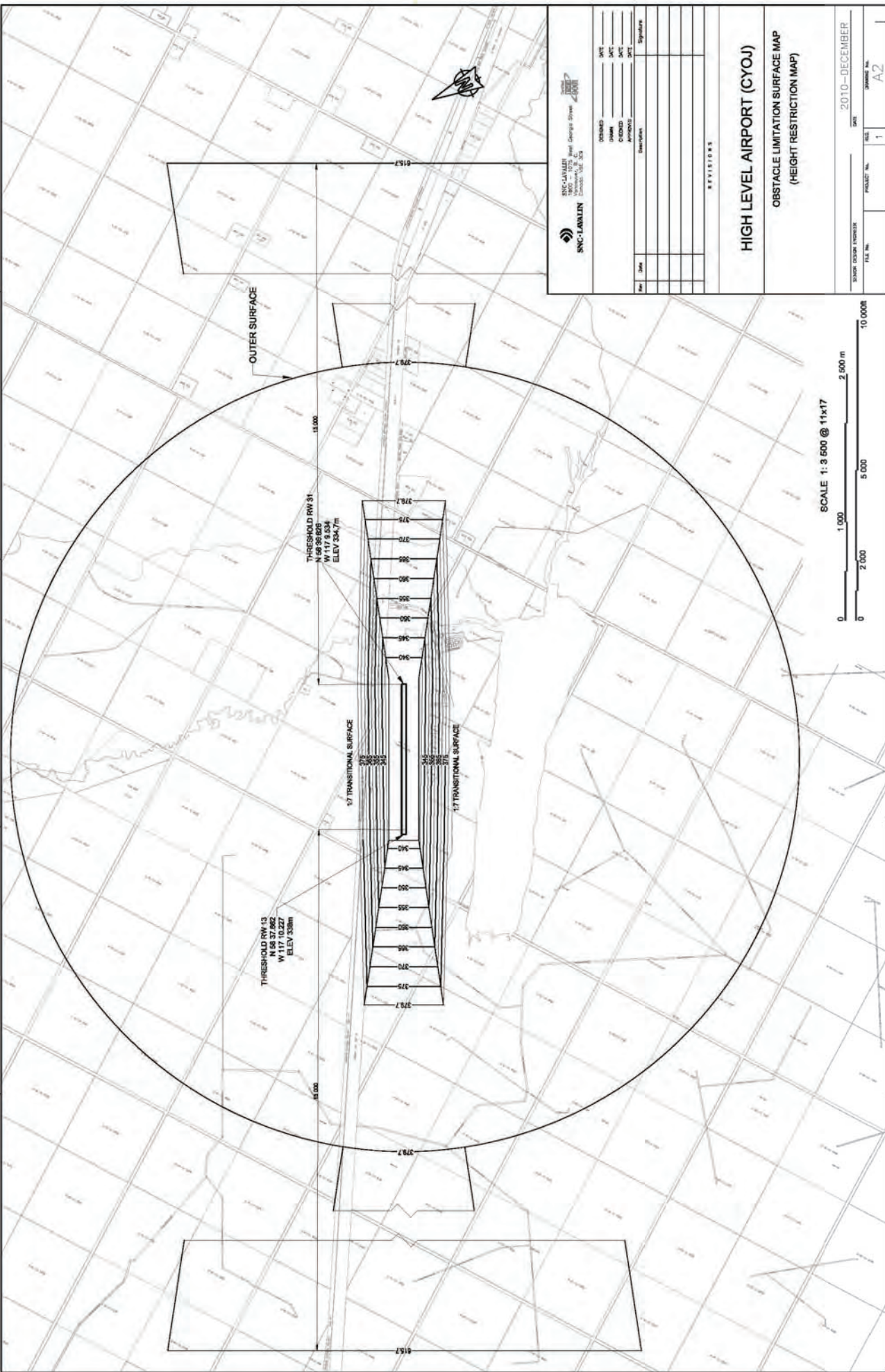
General

5. The area location of the take-off/approach surfaces and transitional surfaces are represented on the map shown in Schedule 4, but, if any discrepancy exists between the description of the take-off/approach surfaces or transitional surfaces in this Schedule and their location on the map in Schedule 4, the description in this Schedule prevails.

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Schedule 4
High Level Airport Vicinity Protection Area
Height Limitations Map

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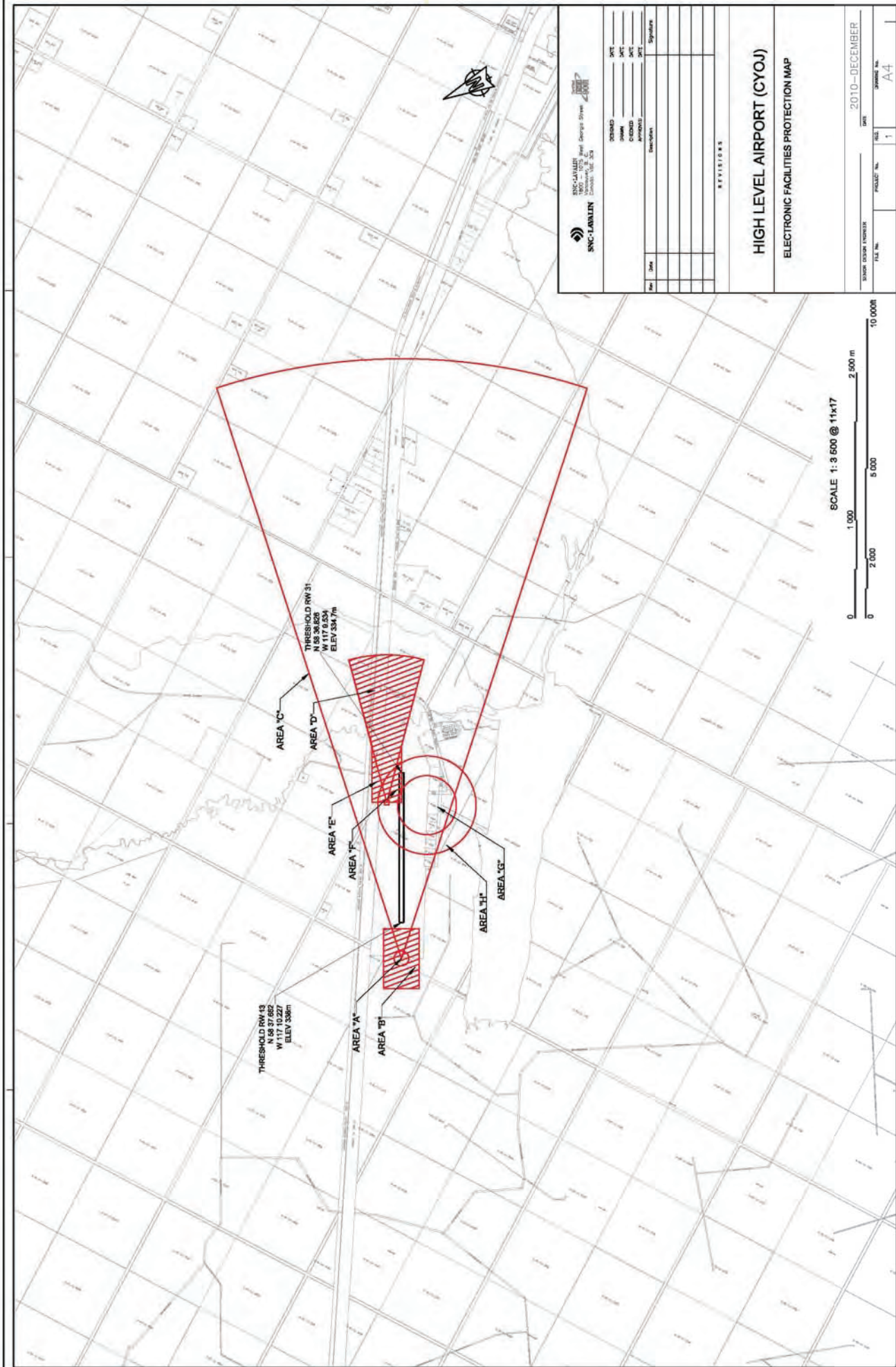


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Schedule 5
High Level Airport Vicinity Protection Area
Electronic Facilities Protection Map

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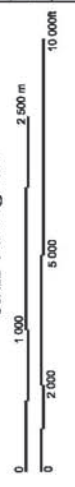


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 1000, Avenue de la Science
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REV	DATE	DESCRIPTION	BY	CHECKED	APPROVED	SIGNATURE

HIGH LEVEL AIRPORT (CYOJ)
ELECTRONIC FACILITIES PROTECTION MAP

SCALE 1:3 500 @ 11x17



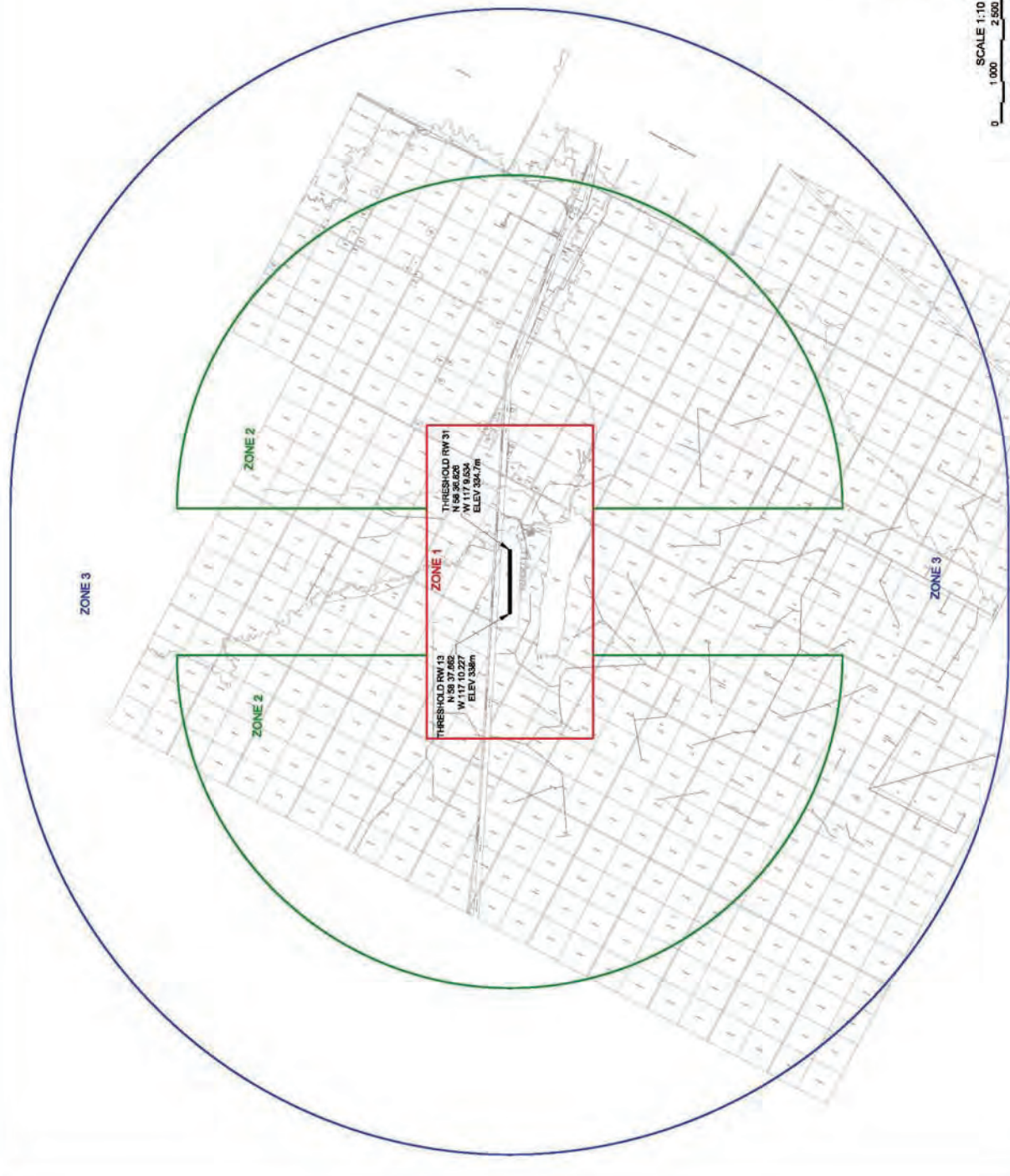
FILE NO.	PROJECT NO.	SHEET NO.	SHEET TOTAL
		1	A4

DATE: 2010-DECEMBER

Schedule 6
High Level Airport Vicinity Protection Area
Bird Hazard Zone Map

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Note:

Zone 1 means the area defined by a rectangle that fully encloses the runway and extends 3 km beyond the runway threshold in each direction and 2 km on either side of the runway centreline

Zone 2 means the area at each end of the runway bounded by a semicircle with its centre on the extended centreline 1 km from the runway threshold and a radius of 8km, excluding the intersections with Zone 1

Zone 3 means the area enclosed by two semicircles, each with its centre on the extended centreline 1 km from opposing runway thresholds and a radius of 12 km, connected at their ends by two lines parallel to the runway centreline, excluding the intersections with Zone 1 and Zone 2.

DESIGNED	DATE	DATE	DATE
DRAWN	DATE	DATE	DATE
CHECKED	DATE	DATE	DATE
APPROVED	DATE	DATE	DATE
REVISIONS	DESCRIPTION	DATE	SIGNATURE

HIGH LEVEL AIRPORT (CYOJ)
BIRD HAZARD ZONE MAP
(BIRD ATTRACTION RESTRICTION MAP)

SCALE	DATE	ISSUE No.	REVISED No.
1:10 000 @ 11x17	2010-DECEMBER	1	A1

5. FORT VERMILION AIRPORT VICINITY PROTECTION AREA

Schedule 7

Fort Vermilion Airport Vicinity Protection Area Regulations

The Fort Vermilion Airport Vicinity Protection Area consists of the land described below:

In Township 108, Range 12, West of the Fifth Meridian:

Portion of Northeast Quarter, Section 8
Portion of Northeast Quarter, Section 9
Portion of Northwest Quarter, Section 9
Northwest Quarter, Section 14
Northwest Quarter, Section 15
Portion of Northeast Quarter, Section 15
Portion of Southeast Quarter, Section 15
Portion of Southwest Quarter, Section 15
Section 16
Portion of Southeast Quarter, Section 17
Portion of Southwest Quarter, Section 17
Portion of Southeast Quarter, Section 20
East Half, Section 21
Portion of Southwest Quarter, Section 21
Section 22
Portion of Northeast Quarter, Section 23
Portion of Southeast Quarter, Section 23
Portion of Southwest Quarter, Section 23
Northwest Quarter, Section 23
Portion of Northeast Quarter, Section 26
Portion of Southeast Quarter, Section 26
West Half, Section 26
Section 27
North Half, Section 28
Portion of Southeast Quarter, Section 28
Southwest Quarter, Section 28
Portion of Northwest Quarter, Section 29
Portion of Northeast Quarter, Section 29
Portion of Northwest Quarter, Section 30
Portion of Northeast Quarter, Section 30
Portion of Northwest Quarter, Section 31
East Half, Section 31
Portion of Southwest Quarter, Section 31
Section 32
Section 33

Section 34
Portion of Northeast Quarter, Section 35
Portion of Southeast Quarter, Section 35
West Half, Section 35
Fort Vermilion Settlement
Fort Vermilion Indian Reserve 173B

In Township 109, Range 12, West of the Fifth Meridian:

Southwest Quarter, Section 2
South Half, Section 3
Portion of Northeast Quarter, Section 3
Portion of Northwest Quarter, Section 3
South Half, Section 4
Portion of Northeast Quarter, Section 4
Portion of Northwest Quarter, Section 4
South Half, Section 5
Portion of Northeast Quarter, Section 5
Portion of Northwest Quarter, Section 5
Portion of Southwest Quarter, Section 6
Southeast Quarter, Section 6

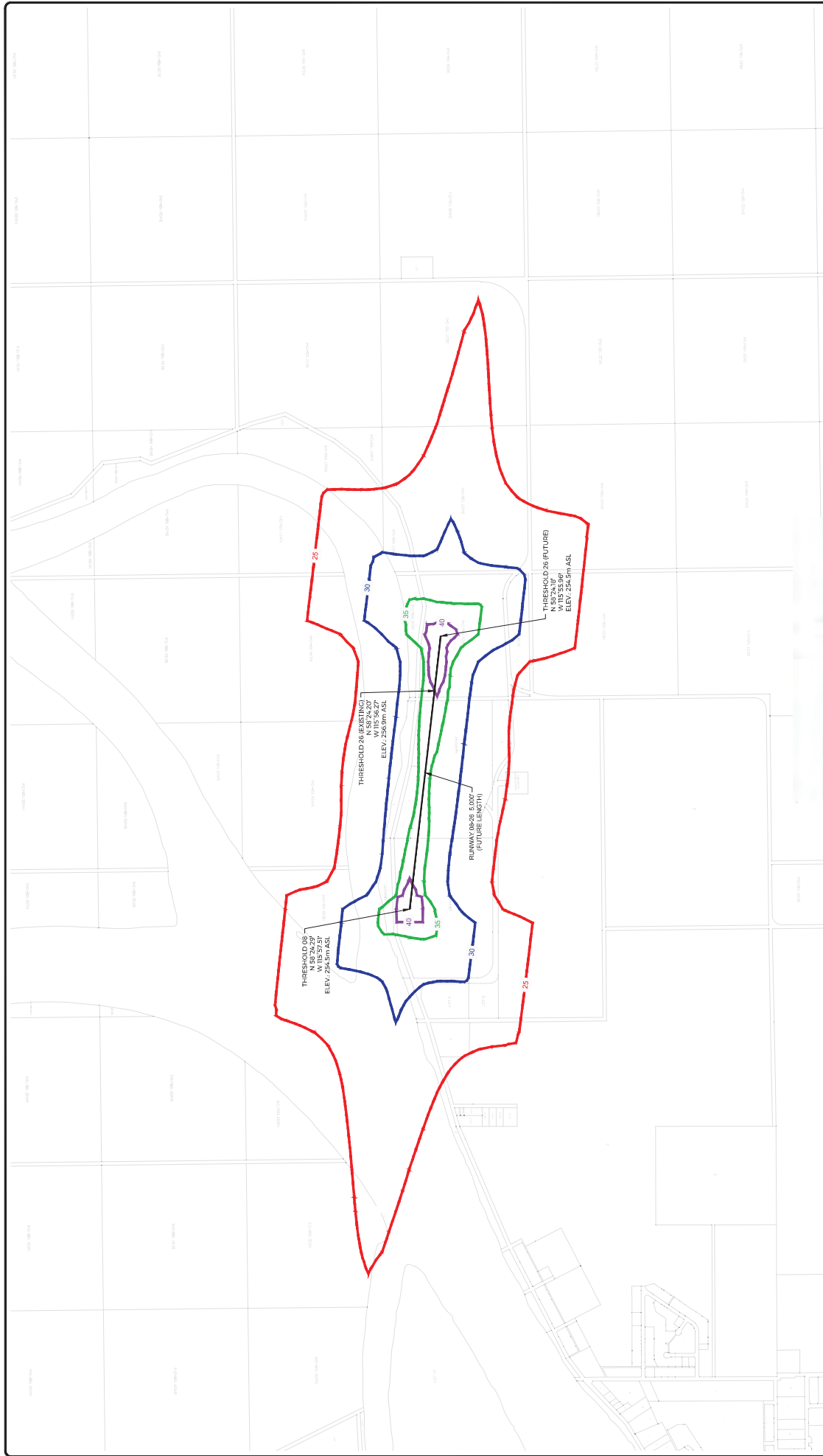


Notes 1 DRAWING IS TO BE USED FOR PLANNING PURPOSES ONLY		Client Mackenzie County		Scale Scale 1:20000 SCALE BASED ON SHEET SIZE 27.4" X 39"																
Legend EXISTING AIRPORT PROPERTY BOUNDARY AIRPORT VICINITY PROTECTION AREA BOUNDARY		North Arrow 		Consultant 																
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No.	DATE	DESCRIPTION	BY	QC																
0	23/04/2020	FINAL	JM	JH																
1		REVISION/ISSUE																		

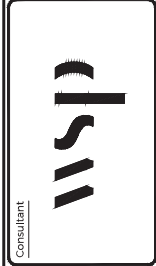
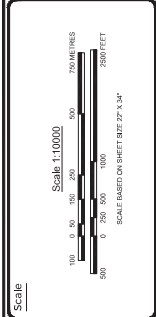
Schedule 8
Fort Vermilion Airport Vicinity Protection Area Regulations
Land Use District (Noise Restrictions) Map

DRAFT

DRAFT



CLIENT: MACKENZIE COUNTY, ALBERTA
 PROJECT: MACKENZIE COUNTY AIRPORT VICINITY PROTECTION AREA
 TITLE: FORT VERMILION AIRPORT (CEZA) LAND USE DISTRICT (NOISE RESTRICTIONS) MAP
 SHEET NO.: 15-1005-01 SCHEDULE 8



Notes
 1. DRAWING IS TO BE USED FOR PLANNING PURPOSES ONLY.

Legend
 RUNWAY CENTRELINE
 REF 20
 REF 35
 REF 40

No.	DATE	DESCRIPTION	BY	QC

REVISION / ISSUE
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Schedule 9
Fort Vermilion Airport Vicinity Protection Area
Height Limitations

Basic Strip

6. The basic strip associated with the airport existing runway is an area 150.0 metres in width and 1,339.2 metres in length. The basic strip associated with the airport future runway is an area 150.0 metres in width and 1,644.0 metres in length. The location of the airport existing and future basic strip is shown on the map in Schedule 10.

Take-Off/Approach Surfaces

7. There are take-off approach surfaces associated with each end of the basic strip and in each case the surface is imaginary and consists of an inclined plane that:
- a. commences at and abuts the end of the basic strip,
 - b. rises at a slope ratio of 1:40 measured from the end of the basic strip,
 - c. diverges outward on each side as it rises, at a rate of 15% measured from the respective projected lateral limits of the basic strip, and
 - d. ends at its intersection with the outer surface.

Transitional Surfaces

8. There is a transitional surface associated with each level limit of the basic strip, and in each case the transitional surface is an imaginary surface consisting of inclined plane that:
- a. commences at and abuts the lateral limits of the basic strip,
 - b. rises at a slope ratio of 1:7 measured from the lateral limit of the basic strip, and
 - c. ends at its intersection with the outer surface or take-off/approach surface.

Outer Surface

9. The outer surface of the Protection Area is an imaginary surface consisting of a common plane established at a constant elevation of 45 metres above the airport reference point elevation and extending to the outer limits of the Protection Area.

General

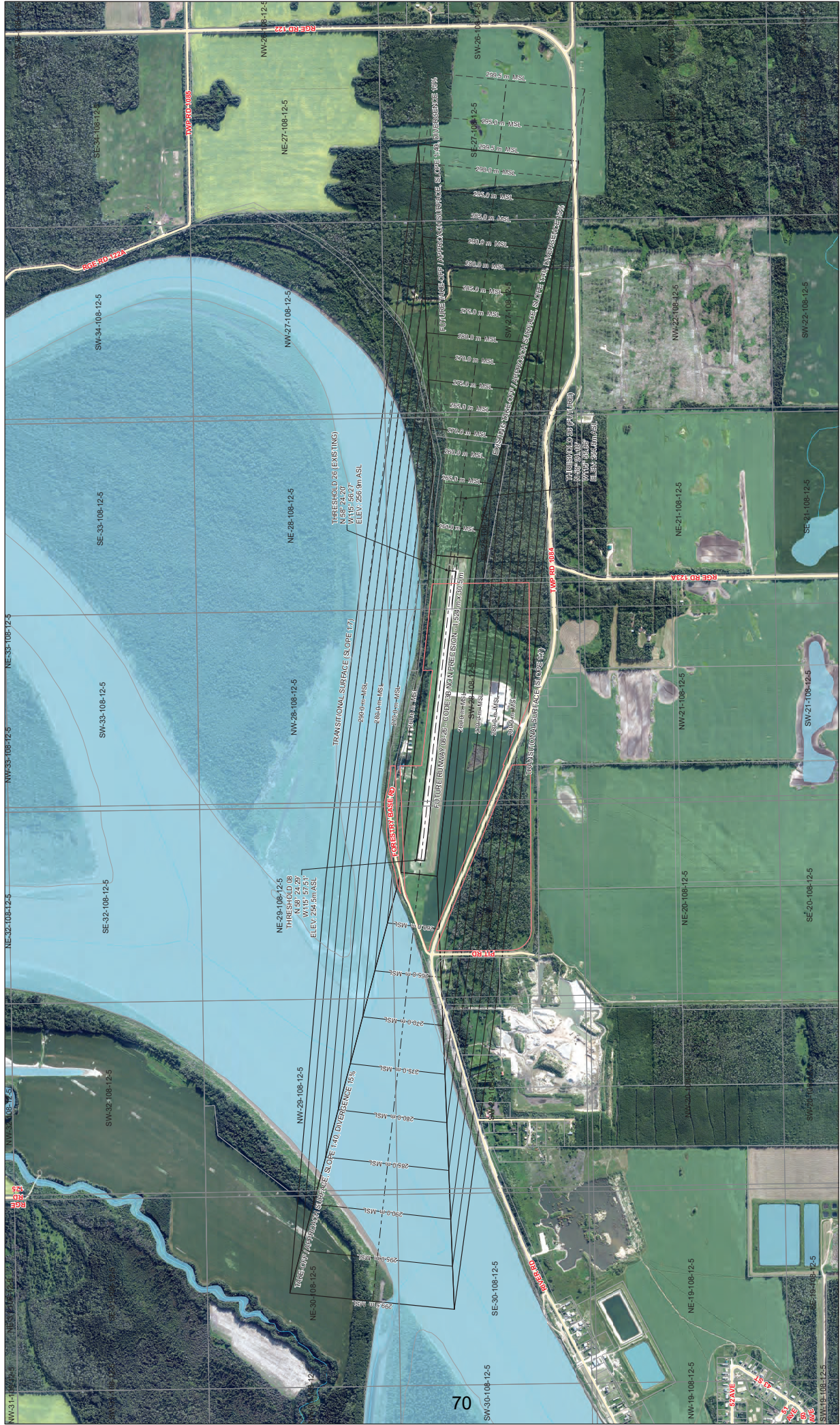
10. The area location of the approach surfaces and traditional surfaces are represented on the map shown in Schedule 10, but, if any discrepancy exists between the description of the approach surfaces or transitional surfaces in this Schedule and their location on the map in Schedule 10, the description in this Schedule prevails.

DRAFT

Schedule 10
Fort Vermilion Airport Vicinity Protection Area
Height Limitations Map

DRAFT

DRAFT



DISCLAIMER
 Information on this plan is provided as a service to the client. It is not intended to constitute an offer of insurance or any other financial product. The client should consult with their insurance broker for more information. The client is responsible for ensuring that all information provided on this plan is accurate and up-to-date.



SCALE: 1:7,000
 0 50 100 200 300 m
 PAPER: 22 x 34

- LEGEND**
- Roadway
 - OLS for Existing Runway
 - Waterbody
 - OLS for Future Runway
 - Watercourse
 - Existing Airport Boundary
 - Cadastral

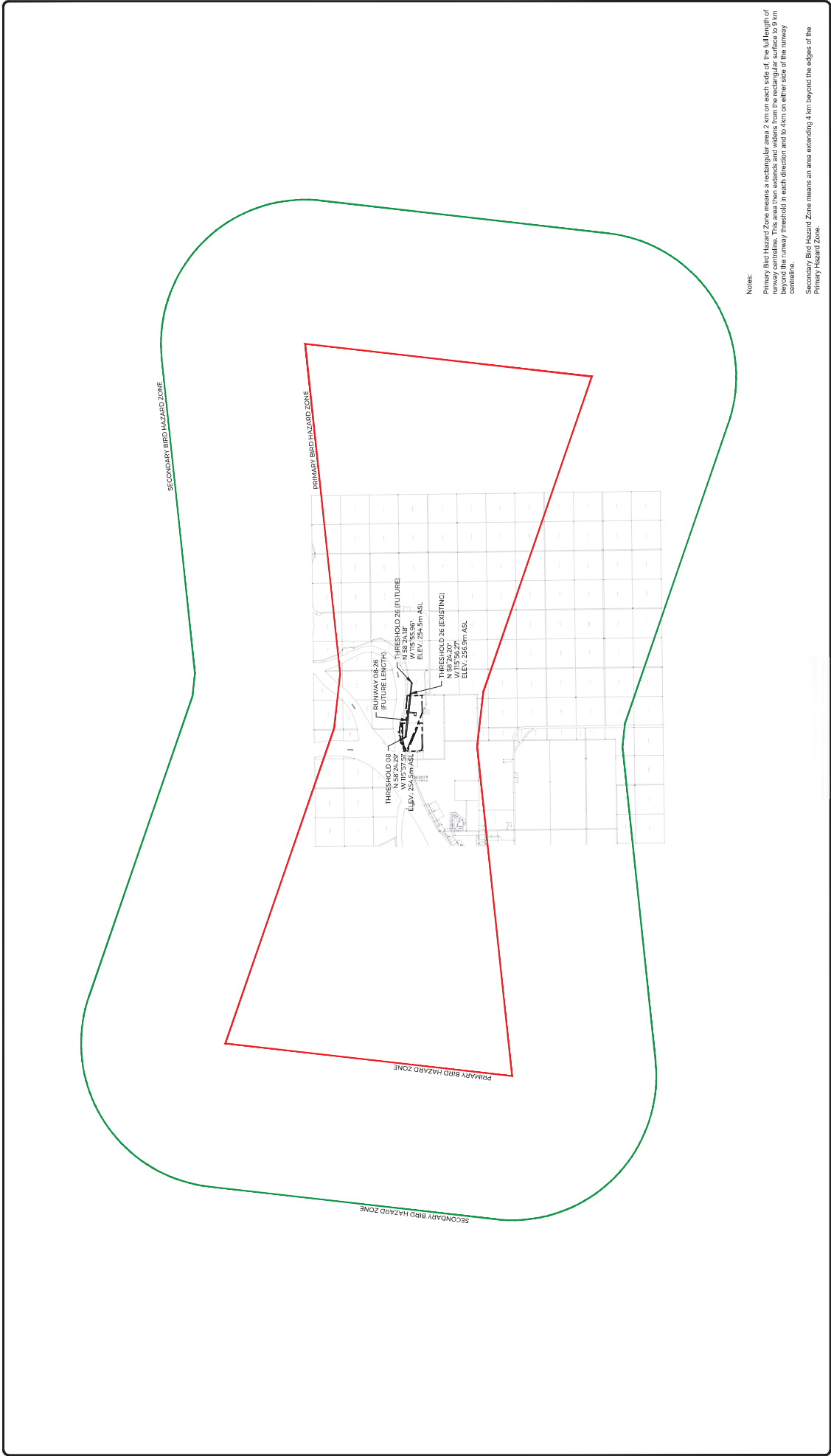
MACKENZIE COUNTY
AIRPORT VICINITY PROTECTION AREA
FORT VERMILION AIRPORT (CEZ4)
HEIGHT LIMITATIONS MAP



Schedule 11
Fort Vermilion Airport Vicinity Protection Area
Bird Hazard Zone Map

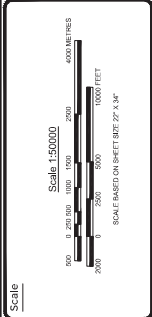
DRAFT

DRAFT



Notes:
 Primary Bird Hazard Zone means a rectangular area 2 km on each side of the full length of runway centreline. This area then extends and widens from the rectangular surface to 9 km beyond the runway threshold in each direction and to 4km on either side of the runway centreline.
 Secondary Bird Hazard Zone means an area extending 4 km beyond the edges of the Primary Hazard Zone.

PROJECT	MACKENZIE COUNTY ALBERTA
NO. 1044	MACKENZIE COUNTY AIRPORT VICINITY PROTECTION AREA
TITLE	FORT VERMILION AIRPORT (CEEZ) BIRD HAZARD ZONE MAP
PROJECT NO.	18-1005-01
SCHEDULE 11	



Notes

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- FOR INFORMATION ONLY - SUBJECT TO APPROVAL BY TRANSPORT CANADA REQUIREMENTS.

Legend

	EXISTING AIRPORT PROPERTY BOUNDARY
	PRIMARY BIRD HAZARD ZONE
	SECONDARY BIRD HAZARD ZONE

NO.	DATE	DESCRIPTION	BY	QC
1	23/02/2021	FINAL	JRM	JH
0	04/03/2020	DRAFT FOR DISCUSSION	JRM	JH

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6. LA CRETE AIRPORT VICINITY PROTECTION AREA

Schedule 12

La Crete Airport Vicinity Protection Area Regulations

The La Crete Airport Vicinity Protection Area consists of the land described below:

In Township 106, Range 15, West of the Fifth Meridian:

Section 1

Section 2

East Half, Section 3

Portion of Northwest Quarter, Section 3

Portion of Southwest Quarter, Section 3

Portion of Northeast Quarter, Section 10

Portion of Northwest Quarter, Section 10

Portion of Southwest Quarter, Section 10

Southeast Quarter, Section 10

Section 11

Section 12

Portion of Northeast Quarter, Section 13

Portion of Northwest Quarter, Section 13

South Half, Section 13

Portion of Southwest Quarter, Section 14

Southeast Quarter, Section 14

Portion of Northeast Quarter, Section 14

Portion of Northwest Quarter, Section 14

Portion of Southeast Quarter, Section 15

In Township 106, Range 14, West of the Fifth Meridian:

Section 5

Section 6

Section 7

Portion of Northeast Quarter, Section 8

West Half, Section 8

Portion of Southeast Quarter, Section 8

Portion of Southwest Quarter, Section 17

Portion of Northeast Quarter, Section 18

Portion of Northwest Quarter, Section 18

Southwest Quarter, Section 18

Portion of Southeast Quarter, Section 18

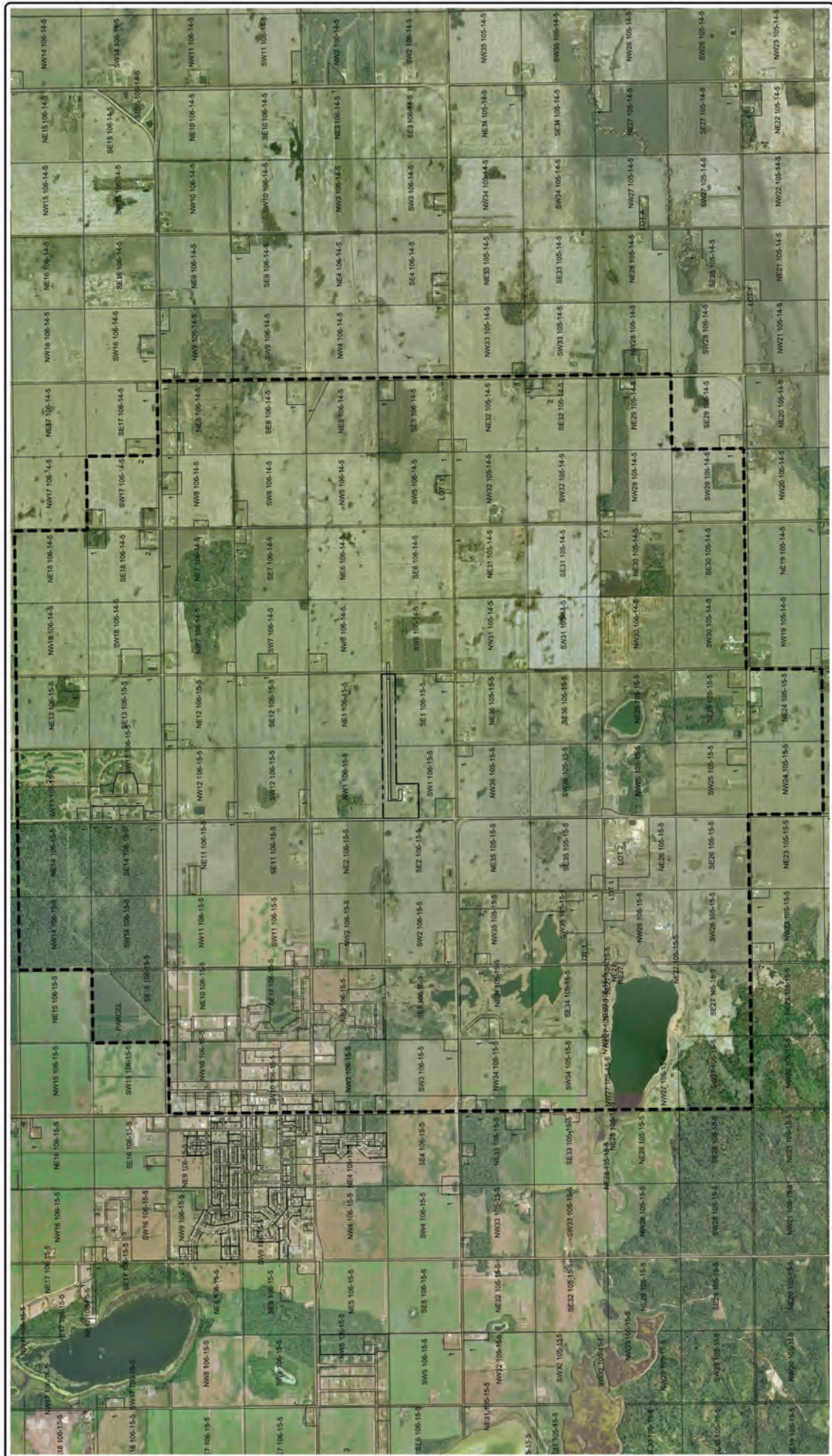
In Township 105, Range 15, West of the Fifth Meridian:

Section 25

North Half, Section 26
Portion of Southwest Quarter, Section 26
Portion of Southeast Quarter, Section 26
Portion of Northeast Quarter, Section 27
Northeast Quarter, Section 34
Portion of Northwest Quarter, Section 34
Portion of Southwest Quarter, Section 34
Southeast Quarter, Section 34
Section 35
Section 36

In Township 105, Range 14, West of the Fifth Meridian:

Northwest Quarter, Section 29
North Half, Section 30
Portion of Southwest Quarter, Section 30
Portion of Southeast Quarter, Section 30
Section 31
Portion of Northeast Quarter, Section 32
West Half, Section 32
Portion of Southeast Quarter, Section 32



Client: MACKENZIE COUNTY, ALBERTA
 Project: MACKENZIE COUNTY AIRPORT VICINITY PROTECTION AREA
 Title: LA CRETE AIRPORT (CFNIS) AIRPORT VICINITY PROTECTION AREA REGULATIONS
 Revision: 1811005-01 SCHEDULE 1Z



Notes: 1. DRAWING IS TO BE USED FOR PLANNING PURPOSES ONLY.
 Legend: EXISTING AIRPORT PROPERTY BOUNDARY, AIRPORT VICINITY PROTECTION AREA BOUNDARY.
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NO.	DATE	DESCRIPTION	BY	CHK
1	2020/07/01	ISSUE	BY	OC
REVISION/ISSUE				

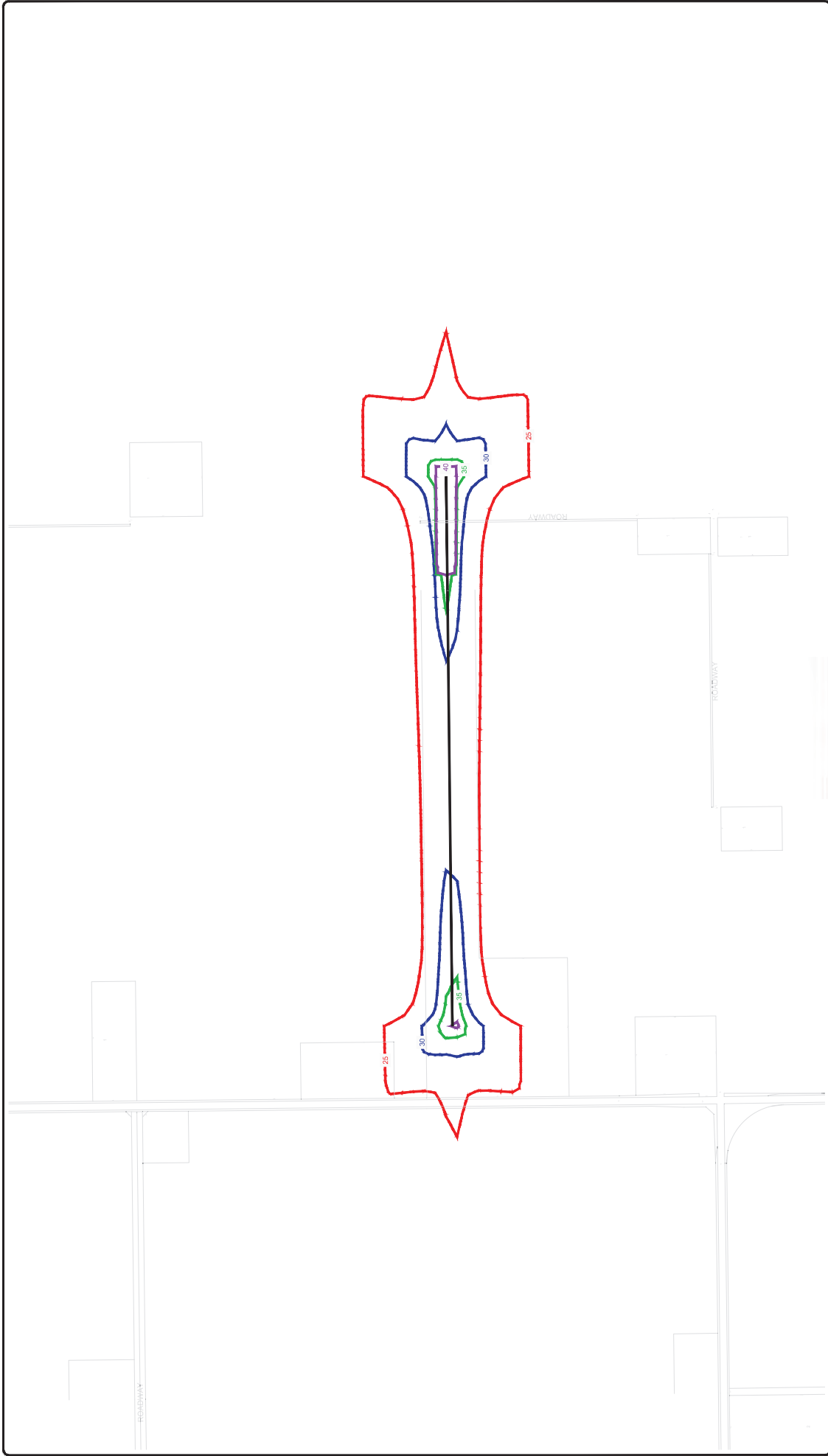
Schedule 13

La Crete Airport Vicinity Protection Area

Land Use District (Noise Restrictions) Map

DRAFT

DRAFT



<table border="1"> <tr> <td>Project No.</td> <td>18-1005-01</td> </tr> </table>		Project No.	18-1005-01	<p>MACKENZIE COUNTY, ALBERTA MACKENZIE COUNTY AIRPORT VICINITY PROTECTION AREA LA CRETE AIRPORT (CFNS) LAND USE DISTRICT (NOISE RESTRICTIONS) MAP</p>														
Project No.	18-1005-01																	
<p>Scale Scale 1:5000 0 50 100 150 200 250 300 350 400 METRES 0 50 100 150 200 250 300 350 400 FEET SCALE BASED ON SHEET SIZE 27" X 36"</p>		<p>North Arrow </p>																
<p>Client </p>		<p>Consultant </p>																
<p>NOTES 1. DRAWING IS TO BE USED FOR PLANNING PURPOSES ONLY.</p>		<p>Legend RUNWAY CENTRELINE REF 30 REF 35 REF 40</p>																
<table border="1"> <tr> <td>NO.</td> <td>DATE</td> <td>DESCRIPTION</td> <td>BY</td> <td>QC</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>		NO.	DATE	DESCRIPTION	BY	QC											<p>Copyright Reserved ALL RIGHTS RESERVED. THIS DRAWING IS THE PROPERTY OF WSP CONSULTANTS INC. REPRODUCTION OR DISTRIBUTION WITHOUT PERMISSION IS PROHIBITED.</p>	
NO.	DATE	DESCRIPTION	BY	QC														

Schedule 14

La Crete Airport Vicinity Protection Area

Height Limitations

Basic Strip

11. The basic strip associated with the airport existing runway is an area 150.0 metres in width and 1,462.0 metres in length. The basic strip associated with the airport future runway is an area 150.0 metres in width and 1,644.0 metres in length. The location of the airport existing and future basic strip is shown on the map in Schedule 15.

Take-Off / Approach Surfaces

12. There are take-off / approach surfaces associated with each end of the basic strip and in each case the surface is imaginary and consists of an inclined plane that:
- commences at and abuts the end of the basic strip,
 - rises at a slope ratio of 1:40 measured from the end of the basic strip,
 - diverges outward on each side as it rises, at a rate of 15% measured from the respective projected lateral limits of the basic strip, and
 - ends at its intersection with the outer surface.

Transitional Surfaces

13. There is a transitional surface associated with each level limit of the basic strip, and in each case the transitional surface is an imaginary surface consisting of inclined plane that:
- commences at and abuts the lateral limits of the basic strip,
 - rises at a slope ratio of 1:7 measured from the lateral limit of the basic strip, and
 - ends at its intersection with the outer surface or take-off/approach surface.

Outer Surface

14. The outer surface of the Protection Area is an imaginary surface consisting of a common plane established at a constant elevation of 45 metres above the airport reference point elevation and extending to the outer limits of the Protection Area.

General

15. The area location of the approach surfaces and traditional surfaces are represented on the map shown in Schedule 15, but, if any discrepancy exists between the description of the approach surfaces or transitional surfaces in this Schedule and their location on the map in Schedule 15, the description in this Schedule prevails.

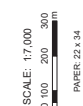
DRAFT

Schedule 15
La Crete Airport Vicinity Protection Area
Height Limitations Map

DRAFT



DISCLAIMER
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- LEGEND
- Roadway
 - Cablestee
 - OLS for Existing Runway
 - Waterbody
 - OLS for Future Runway
 - Watercourse

MACKENZIE COUNTY
 AIRPORT VICINITY PROTECTION AREA
 LA CRETE AIRPORT (CPN)
 HEIGHT LIMITATIONS MAP

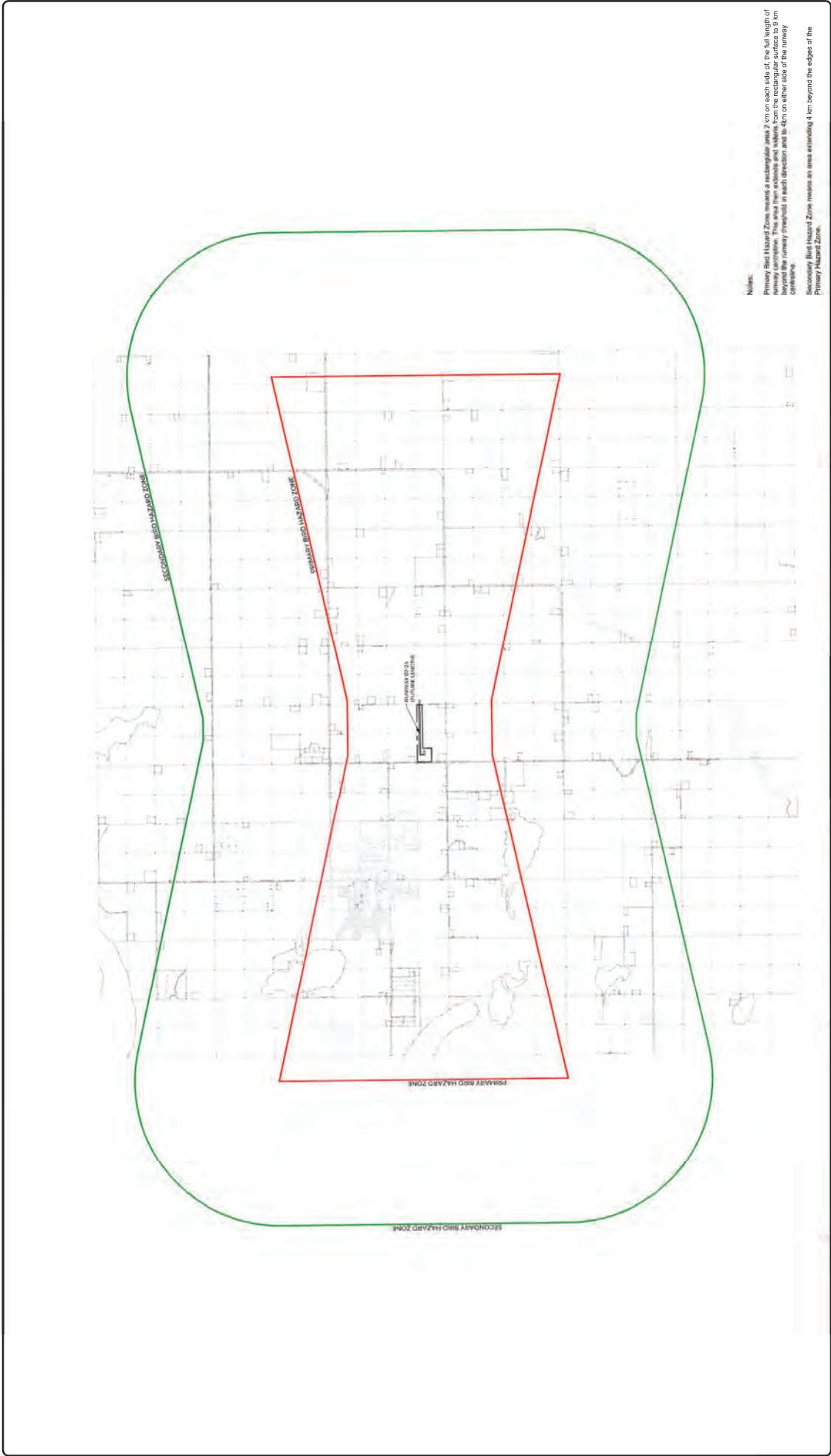


DRAFT

Schedule 16
La Crete Airport Vicinity Protection Area
Bird Hazard Zone Map

DRAFT

DRAFT



Notes:
 Primary Bird Hazard Zone means a rectangular area 2 km on each side of the full length of runway centreline. This area then includes and extends from the rectangular surface to 9 km beyond the runway thresholds in each direction and to 4km on either side of the runway centreline.
 Secondary Bird Hazard Zone means an area extending 4 km beyond the edges of the Primary Hazard Zone.

Project	MACKENZIE COUNTY ALBERTA
Location	MACKENZIE COUNTY AIRPORT VICINITY PROTECTION AREA
File	LA CRETE AIRPORT (CFNS) BIRD HAZARD ZONE MAP
Sheet No.	151 (BIBS) OF
SCHEDULE 16	



Notes
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 2. THIS DRAWING DOES NOT CONSTITUTE A DESIGN OR CONSTRUCTION REQUIREMENTS.
Legend
 [Red outline] EXISTING AIRPORT PROPERTY BOUNDARY
 [Green outline] PRIMARY BIRD HAZARD ZONE
 [Blue outline] SECONDARY BIRD HAZARD ZONE

No.	DATE	DESCRIPTION	BY	QC
1	23/04/2023	FINAL	JM	JR
0	16/03/2020	DRAFT FOR DISCUSSION	JM	JR

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7. RAINBOW LAKE AIRPORT VICINITY PROTECTION AREA

Schedule 17

Rainbow Lake Airport Vicinity Protection Area Regulations

The Rainbow Lake Airport Vicinity Protection Area consists of the land described below:

In Township 109, Range 9, West of the Sixth Meridian:

Northeast Quarter, Section 22

North Half, Section 23

Section 24

Southwest Quarter, Section 25

South Half, Section 26

All of Plan 5445 within the Northwest Quarter of Section 26

Section 27

North Half, Section 28

Southeast Quarter, Section 28

Northeast Quarter, Section 29

East Half, Section 31

South Half, Section 32

Northwest Quarter, Section 32

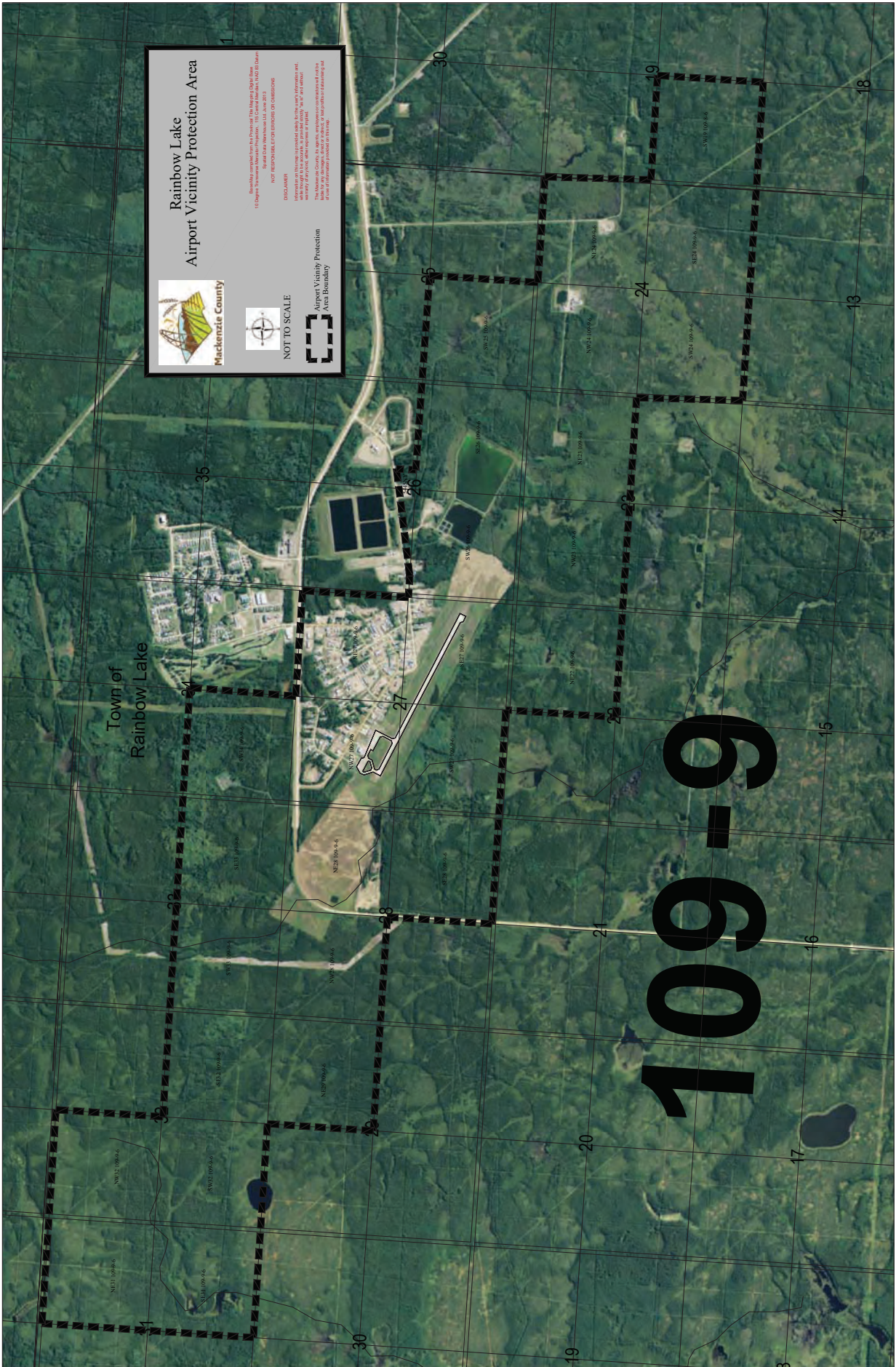
South Half, Section 33

Southwest Quarter, Section 34

In Township 109, Range 8, West of the Sixth Meridian:

Southwest Quarter, Section 19

DRAFT



**Rainbow Lake
Airport Vicinity Protection Area**

Mackenzie County

NOT TO SCALE

NOT RESPONSIBLE FOR ERRORS OR OMISSIONS

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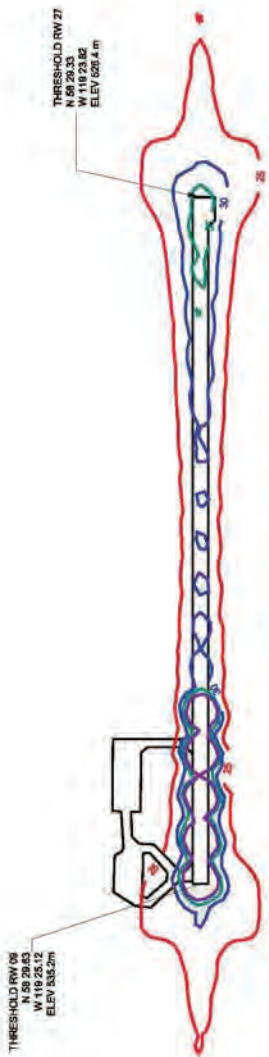
Legend

- Mackenzie County
- North Arrow
- Airport Vicinity Protection Area Boundary

Schedule 18
Rainbow Lake Airport Vicinity Protection Area
Land Use District (Noise Restrictions) Map

DRAFT

DRAFT



SYNCHALLEN INCORPORATED
 2000 West 12th Street
 Colorado, CO 80501

SYNCHALLEN INCORPORATED
 2000 West 12th Street
 Colorado, CO 80501

NO.	DATE	DESCRIPTION	BY	CHKD BY

REVISIONS

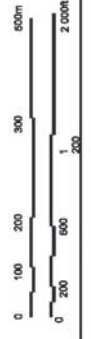
RAINBOW LAKE AIRPORT (CYOP)

NOISE CONTOUR MAP
(LAND USE DISTRICT MAP)

SPRINT DISTRICT FACTORY DATE: 2010-DECEMBER

FILE NO. SHEET NO. DRAWING NO.

1 1 A1



Schedule 19

Rainbow Lake Airport Vicinity Protection Area

Height Limitations

Basic Strip

16. The basic strip associated with the airport runway is an area 91.4 metres in width and 1,493.5 metres in length, the location of which is shown on the map in Schedule 20.

Take-off / Approach Surfaces

17. There are take-off / approach surfaces associated with each end of the basic strip and in each case the surface is imaginary and consists of an inclined plane that:
- commences at and abuts the end of the basic strip,
 - rises at a slope ratio of 1:50 measured from the end of the basic strip,
 - diverges outward on each side as it rises, at a slope ratio of 1:15 measured from the respective projected lateral limits of the basic strip, and
 - ends at its intersection with the outer surface.

Transitional Surfaces

18. There is a transitional surface associated with each level limit of the basic strip, and in each case the transitional surface is an imaginary surface consisting of an inclined plane that:
- commences at and abuts the lateral limit of the basic strip,
 - rises at a slope ratio of 1:7 measured from the lateral limit of the basic strip, and
 - ends at its intersection with the outer surface or a take-off/approach surface.

Outer Surface

19. The outer surface of the Protection Area is an imaginary surface consisting of a common plane established at a constant elevation of 45 metres above the airport reference point elevation and extending to the outer limits of the Protection Area.

General

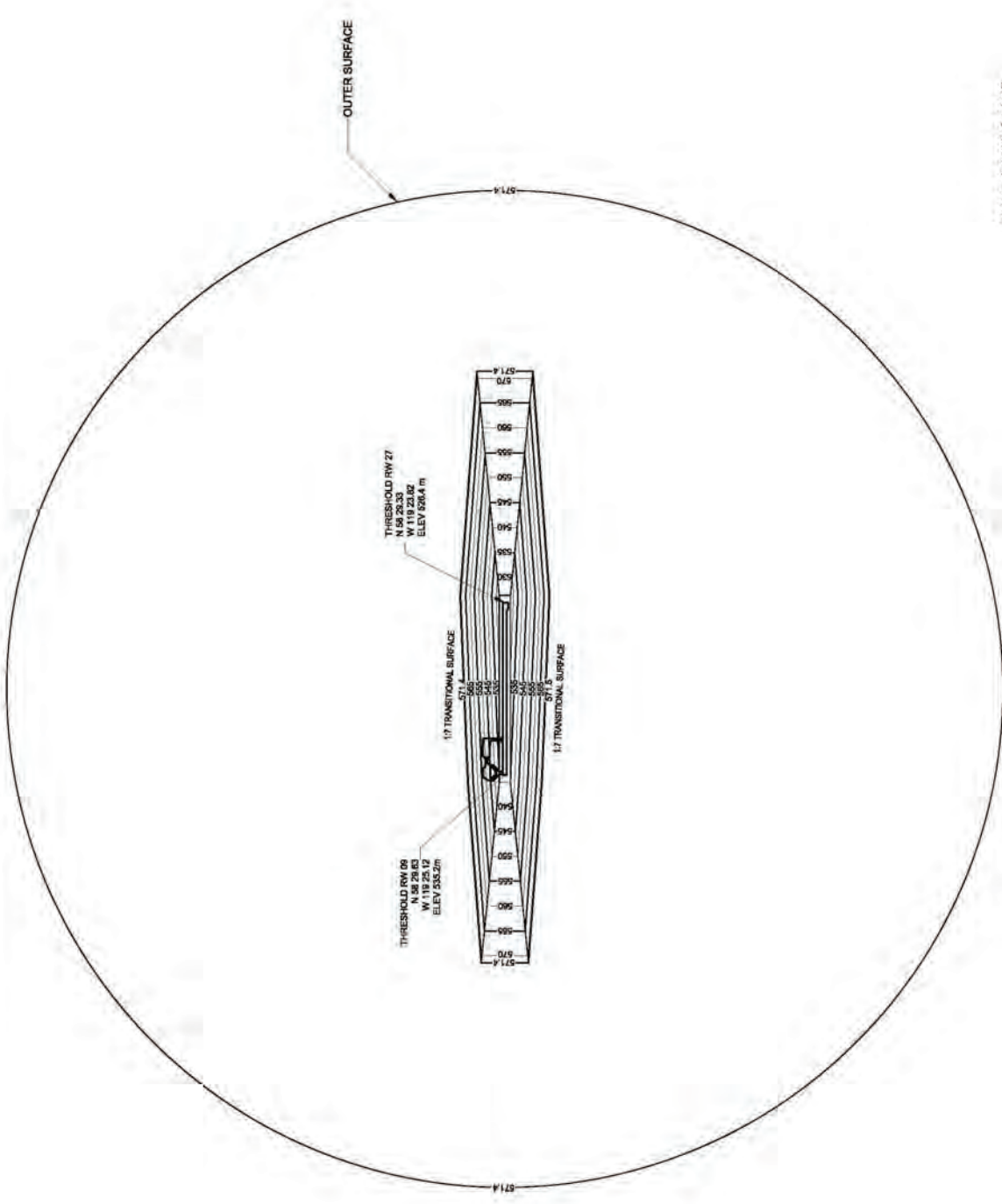
20. The area location of the take-off/approach surfaces and transitional surfaces are represented on the map shown in Schedule 20, but, if any discrepancy exists between the description of the take-off/approach surfaces or transitional surfaces in this Schedule and their location on the map in Schedule 20, the description in this Schedule prevails.

DRAFT

Schedule 20
Rainbow Lake Airport Vicinity Protection Area
Height Limitations Map

DRAFT

DRAFT



SYNCHRONIZED
SYNCHRONIZED
SYNCHRONIZED

NO.	DATE	DESCRIPTION	DESIGNED BY	CHECKED BY	DATE

RAINBOW LAKE AIRPORT (CYOP)
OBSTACLE LIMITATION SURFACE MAP
(HEIGHT RESTRICTION MAP)

PROJECT NO. _____ DATE 2010-DECEMBER

SCALE NO. _____ SHEET NO. 1 OF 1

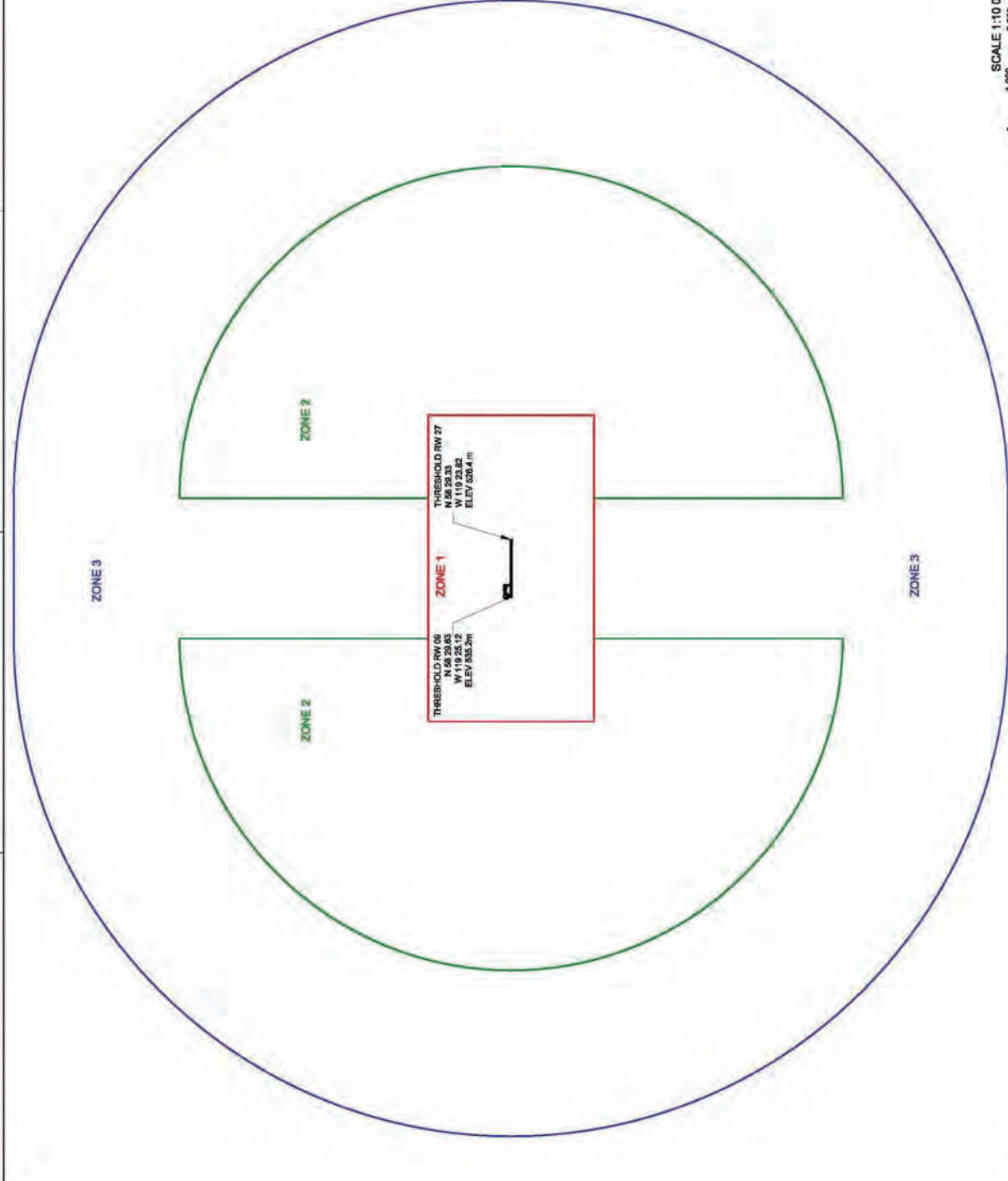
DATE 2010-DECEMBER

SCALE NO. _____ SHEET NO. A1

Schedule 21
Rainbow Lake Airport Vicinity Protection Area
Bird Hazard Zone Map

DRAFT

DRAFT



THRESHOLD RW 06
 N 156 254.03
 W 175 730.13
 ELEV 1535.2m

ZONE 1

THRESHOLD RW 27
 N 156 231.33
 W 175 730.13
 ELEV 1528.4 m

Notes:

Zone 1 means the area defined by a rectangle that fully encloses the runway and extends 3 km beyond the runway threshold in each direction and 2 km on either side of the runway centreline

Zone 2 means the area at each end of the runway bounded by a semicircle with its centre on the extended centreline 1 km from the runway threshold and a radius of 8km, excluding the intersections with Zone 1

Zone 3 means the area enclosed by two semicircles, each with its centre on the extended centreline 1 km from opposing runway thresholds and a radius of 12 km, connected at their ends by two lines parallel to the runway centreline, excluding the intersections with Zone 1 and Zone 2.

SNC-LANGLER 800-361-6611 11000 Lakeshore Blvd. East Suite 200 Richmond, BC V6V 2E9 Canada			
NO.	DATE	DESCRIPTION	SIGNATURE

RAINBOW LAKE AIRPORT (CYOP)

BIRD HAZARD ZONE MAP
(BIRD ATTRACTION RESTRICTION MAP)

SHEET NUMBER: 1
 SHEET TITLE: BIRD HAZARD ZONE MAP
 DATE: 2010-DECEMBER
 SCALE: 1:10 000 @ 11x17
 SHEET NO.: 1
 SHEET TOTAL: A1

Mackenzie County

PUBLIC HEARING FOR AIRPORT VICINITY PROTECTION AREA

BYLAW 1252-22

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 Airport Vicinity Protection Area Bylaw and present his submission.

_____ Does the Council have any questions of the proposed Airport Vicinity Protection Area Bylaw?

_____ Were any submissions received in regards to the proposed Airport Vicinity Protection Area Bylaw? *If yes, please read them.*

_____ Is there anyone present who would like to speak in regards of the proposed Airport Vicinity Protection Area Bylaw?

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

_____ This Hearing is now closed at _____.

REMARKS/COMMENTS:



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 8, 2022
Presented By:	Byron Peters, Interim Chief Administrative Officer
Title:	CAO & Director Reports for February 2022

BACKGROUND / PROPOSAL:

The CAO and Director reports for February 2022 are attached for information.

OPTIONS & BENEFITS:

N/A

COSTS & SOURCE OF FUNDING:

N/A

SUSTAINABILITY PLAN:

N/A

COMMUNICATION / PUBLIC PARTICIPATION:

N/A

POLICY REFERENCES:

N/A

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

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the CAO & Director reports for February 2022 be received for information.

Author: C. Sarapuk Reviewed by: _____ CAO: _____

Monthly Report to Council

For the month of February, 2022

From: Byron Peters,

Interim CAO & Director of Projects & Infrastructure

PLANNING, PROJECTS & INFRASTRUCTURE

Strategic Priorities

Program/Activity/Project	Timeline	Comments
Land Use Framework	TBA	The Access Management Plan (AMP) for Bistcho is in the early stages. Provided feedback to AEP for Bistcho Lake sub-regional plan.
Community Infrastructure Master Plans & Offsite Levies	IMPs complete Levies to be completed in Q2 2022	Currently tabled. Will review levy rates once various projects have been tendered/awarded.
Municipal Development Plan	Started Q3 2020	See Caitlin's report for project update.
Asset Management	Ongoing	Working our way through priorities and steadily adding more assets and data into a common database. Received a \$50k grant from FCM to further advance our AM progress, which will focus on road infrastructure.

Annual Operating Programs, Projects and Activities

Program/Activity/Project	Timeline	Comments
Economic Development		Primarily relying on REDI at this time for most ec dev items. Exploring opportunities for an additional partnership or two in order to maximize resources.
Gravel Crushing	Overburden removal complete	Crushing tender is being developed, planning for a March tender. May run into a time challenge between approvals and crushing at one pit.
Fort Vermilion (Wop May) Airport Recovery	Anticipate completion Q3 2022	Bidder has agreed to hold pricing while we confirm eligible DRP costs. Anticipate sufficient answers by end of March to verify tender award/process.
Storm Pond A (LC)	Started Q4 2021	Tender awarded & construction started. Completed enough ditching and pond excavation so that it will function in spring.

	Anticipate completion Q2 2022	Will likely need to use a pump this spring to help move water.
LC North Sanitary	Engineering Q1 2022	Engineering design well underway. Anticipating design completion in April 2022. Construction postponed to 2023. Anticipate significant project cost increase due to 'covid pricing'.

Personnel Update:

One Projects & Infrastructure employee is currently out on a compassionate care leave.

Other Comments:

It was a good February. Attended the RMA Zone meeting and most of the Growing the North Conference, a NAEL meeting, NWSAR update, and various other council and committee meetings.

The procurement policy garnered more media attention than I anticipated. It ended up taking a fair bit of time from me and our front desk staff to sort through the emails and calls.

Continued to have conversations with AEP staff regarding dispositions and Public Land Sale (PLS) applications. We are consistently making progress on these items, but there are 20 or so to work our way through. I am confident that the disposition and PLS process is now something that we can navigate within a defined time frame, so I expect to see good results within the next couple of years (dispositions now take several months, PLS is two years).

I joined Donny at a Community Services committee meeting, and a good conversation started on waste to heat opportunities to explore.

Have started to work on internal data collection and sharing improvements, but this may become a bigger task than initially anticipated. Our processes need improvement, but it's beginning to look like the technology to support us may also need an overhaul.

Flood mitigation work continues to proceed well. Anticipate tendering the Phase 2 and Phase 3 projects within the next few weeks.

REPORT TO THE CAO

For the Month of February 2022

From: Carrie Simpson, Director Legislative & Support Services

Meetings Attended

- **2022-02-01 – Committee of the Whole Council Meeting**
- **2022-02-02 – Regular Council Meeting**
- **2022-02-04 - Manager Meeting**
- **2022-02-04 – Meeting with Byron, Don - AEP Administrative staff**
- **2022-02-11 - RMA Zone Meeting - virtual**
- **2022-02-15 – Committee of the Whole Council Meeting**
- **2022-02-16 – Regular Council Meeting**
- **2022-02-17 - Emerging Trends 2022 Virtual Worksop**

Council

- Preparing for various meetings of Council, correspondence, etc.
- Research and responding to inquiries.
- Register Councillors for Growing the North Conference
- Register for Spring Caucus
- Register for RMA
- Register for FCM
- Arrange meetings with Ministers for RMA
- Travel arrangements for various meetings and conferences.

Appeal Boards

- No Current appeals before the Board
- Member-at-Large, Joe Froese, completed his mandatory training on February 16th, 2022 in order to continue to sit on the appeal board as legislated under the Municipal Government Act.
- Resignation from Carson Flett who currently sits on the Subdivision Development and Appeal B

Bylaws/Policies/Reports/Publications:

- Beginning of Policy Review

Enhanced Policing

- Regular updates to Council are scheduled for the second council meeting of each month.
- RCMP services are available at the La Crete office on Wednesdays (at present, this service is being offered on an intermittent basis due to staff shortages)

Emergency Management

- None

Communications:

- Maintain and respond to County emails.
- Monitor of Social Media sites due increased postings.
- Incoming correspondence from external sources (approximately over 100 emails and over 100 phone calls received)

Human Resources/Records/IT

- Met with each department to discuss monthly progress/any issues.
- Sat in on employee assessment, HR unable to attend.

Other:

- Assisting legislative and support services department staff (ie. Human Resources, Records Management, Information Technology, etc.)
- Ongoing form review and updating.
- Preparing for various meetings.
- Meeting coordination.
- Assisting other departments as required.
- Mackenzie County Wearing Apparel order (ongoing)
- Begin work with Records department to implement changes to flow and maintenance of the electronic management of files
- Arranged Docushare training for 10 employees.
- Currently working one day out of the La Crete office.

Monthly Report to the CAO

For the month of February, 2022

From: Jeff SIMPSON, B. Comm, GDM
Director of Operations

Annual Operating Programs, Projects and Activities

Program/Activity/Project	Timeline	Comments
Administration	Ongoing	Creation of Purchase Order (PO) system to assist with project management and capital project expenditures. EV Grant Application completed and submitted to GoA.
Airport Maintenance	Ongoing	Regular maintenance as required.
Crack Filling / Line Painting	Ongoing	Final review and re-calculations for Line Painting completed. Both tenders reviewed by Council and advertised.
Flood Mitigation Project	Ongoing	One on One Meetings continuing as required. Land transfers and legal documentation meetings with residents starting to occur. Meetings concerning subdivision developments continue. Review and advertisement of Buttertown Road Construction Tender.
Gravel Program (2022)	Ongoing	Re-Gravelling Maps completed and reviewed by PW personnel and Council. Tender packages to be prepared for advertising/awarding in April/May.
Ice Bridge	Ongoing	Regular monitoring and maintenance completed. Bridge operating at full capacity.
Spring Preparations	Ongoing	Spring preparations commencing with snow removal from Hamlets and ditch/culvert cleanouts planned for March.
Winter Operations	Ongoing	Hamlet snow removal completed for Fort Vermilion and La Crete. Ice Blading completed for County roads. Road ban signs temporarily installed on Heliport Road.

Meetings Attended:

Date	Description
Feb. 1/22	Committee of the Whole Council Meeting
Feb. 2/22	Regular Council Meeting
Feb. 3/22	FV Mitigation Meeting – Councilor Briefing
Feb. 4/22	GoA Meeting – EV Grant Application / Program
Feb. 7/22	FV Mitigation Meeting – Resident One on One
Feb. 8/22	Gravel Pit Reclamation Report Review / Meeting – WSP
Feb. 10/22	Performance Evaluation x 3
Feb. 10/22	Managers Meeting
Feb. 15/22	Committee of the Whole Council Meeting
Feb. 16/22	Regular Council Meeting
Feb. 17/22	Brownlee Webinar – Emerging Trends in Municipal Law
Feb. 18/22	McElhanney / Parkland Geo – Project Initialization Meeting
Feb. 18/22	Public Works Team Meeting
Feb. 22/22	AEMA Webinar – Public Alert Transition
Feb. 22/22	Managers Meeting
Feb. 23/22	FV Mitigation Meeting – Multiple Resident One on One Meetings

Operations Budget Update (as of March 1/22):

Budget Item Description	Budget Amount (2022)	YTD Expenses
258 – Contract Services	\$260,000	\$35,378
259 – Repair & Maintenance	\$905,050	\$19,208
532 – Dust Control / Oil	\$890,000	\$0
534 – Gravel (Re-Gravelling / Spot Gravelling)	\$1,510,000	\$0
534 – Gravel Crushing	\$1,500,000	\$0

Submitted by:

**Jeff SIMPSON, B. Comm, GDM
Director of Operations**

MONTHLY REPORT TO THE CAO

For the Month Ending February 2022

From: Jennifer Batt
Director of Finance

Annual Operating Programs, Projects and Activities

Program/Activity/Project	Timeline	Comments
2021 Operating & Capital	Ongoing	Review Operating Budget to revenues, and expenditures Review Capital Budget revenues, and expenditures 2021 Tax collection and review, and reporting to council.
2022 Budget	Ongoing	Update Budget as per Council motions. Review and update funding sources for projects.
Provincial Grant Reporting	Ongoing	Prepare 2021 SFEs for submission
Taxation	Ongoing	Monitor Auction Properties Submit PERC/DIRC taxrolls application/Council approval Review, update Doubtful accounts Pre-authorized payment agreements Title changes completed
Utilities	Completed	Complete year end reporting review, and submission. Complete Council approved motions
Year End	Ongoing	Review revenues, expenditures. Recommendations for collections or write-offs for delinquent accounts – Council Feb 16/22 Review Gravel Reclamation report – Council Mar 8/22 Ensure departments have submitted all costs for 2021 – deadline extended Prepare funding application reports LAPP Yearend submission completed WCB submission completed Submit T4s - completed
Disaster Recovery Program <i>2018 Peace River Ice Jam</i> <i>2019 Chuckegg Wildfire</i>	Ongoing	Submit engineers report to GOA. 2 Projects submitted outstanding confirmed to be finalized in March 2022. Council March 8/22 Additional information on roads project requested by GOA. Submitted and approved

<p><i>2020 Peace River Ice Jam / Overland Flood</i></p> <p><i>2021 Overland Flood</i></p> <p>2021 Sever Storm Overland Flooding</p>		<p>Work w various GOA agencies on the flood recovery plan and funding streams available.</p> <p>Request updates on Phase developments, request RFP preparation on final designs once approved.</p> <p>Submit 6 projects completed to DRP.</p> <p>Submit first report to GOA for Conditional Grant Agreement. Quarterly report going forward.</p> <p>DRP Part 1 & 2 application submission completed in July. Project approved, and submitted to DRP. Awaiting pictures, maps for submission.</p> <p>Application denied – Council request to appeal letter sent. Letter from GOA received, and under further review.</p>
<p>Attend Various meeting</p>		<p>Regular Council meeting – February 2,16</p> <p>Committee of the Whole Meeting – February 1,15</p> <p>Managers Meeting – February 10, 22</p> <p>Administration February 3,4,9,23,25,28</p> <p>Emerging Trends Webinar February 17</p> <p>Mitigation Meetings – February 3,7,23</p> <p>Mitigation GOA Meetings – February 1,17,24,25</p>
<p>Supply staff to High Level Office every Tuesday</p>		

Monthly Report to the CAO

For the month of February, 2022

From: Don Roberts,

Director of Community Services

Program/Activity/Project	Timeline	Comments
Fire Departments		<p>Activity Summary Report for the Year Ending 2021</p> <ul style="list-style-type: none"> 20 - Alarms 68 - Fire 112 - Medical Co-response 51- Motor Vehicle Incident 12 – Hazmat/Hazard <p>The Alberta First Responders Radio Communications System (AFRRCS) will send representation from the provincial controlling body to provide Council with a briefing on the system at a future COW meeting.</p>
Parks and Recreation	Spring 2022	<p>Administration have developed a DRP plan for DA Thomas park to replace components that were lost during the flood. All components are expected to be in place spring 2022. Plan will be presented at a Community Services meeting prior to final implementation.</p> <p>Administration communicated with Knelsen Sand and Gravel. Knelsen CEO stated he would let Mackenzie County utilize grounds across the road from DA Thomas park to be used for Boat Trailer parking. Administration is moving forward with this development.</p>
Waste Management		<p>Insurance premiums for the waste transfer station caretaker have increased. <\$100/year per contractor.</p>
Occupational Health & Safety		<p>The HSC now meet on a quarterly basis with the individual department/site safety meetings being held monthly.</p> <p>Employees reported 31 incidents last year.</p>

AEMA	March	Administration is planning a table top Emergency Management exercise presented by field officers from AEMA March 31
Zama Trailer Rental		Mackenzie County owns 5 mobile home trailers in Zama. 1 trailer is being held for County employee temporary usage. The current tenants of 2 trailers will not be able to renew their leases due to employee housing requirements.

Capital Projects

Program/Activity/Project	Timeline	Comments
Search & Rescue River Access	Spring 2022	Delay in receiving concrete pads for the Fort Vermilion site have occurred. Site prep was conducted in October and expect completion of this site in spring of 2022. Knelsen did confirm they would have the pads ready for spring.

Attended Update:

<p>Attended the following:</p> <ul style="list-style-type: none"> • Council • Community Services • Waste Transfer Station Caretakers • Managers • FRIAA/Forestry • Fort Vermilion Rec. Manager • Joint Work Site Health and Safety Committee • Alberta Environment & Parks
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Personnel Update: Nil

MONTHLY REPORT TO THE CAO

For the Month of February 2022

From: John Zacharias
Director of Utilities

Annual Operating Programs, Projects and Activities

Program/Activity/Project	Timeline	Comments
Water Distribution and Wastewater Collection Maintenance	Oct/22	Will be starting in spring.

Capital Projects

Projects	Timeline	Comments
FV-Frozen Water Service Repairs	Dec/22	Two trickle systems remain to be repaired but administration will complete a review of aqua-flo box services to be repaired as well.
Potable Water Supply North of the Peace River	Dec/22	Awaiting grant funding opportunities.
Waterline Blue Hills	Dec/22	Awaiting grant funding opportunities.
Diversion License Review	Jul/22	Have had a follow up meeting with AE about this. They will be setting up a meeting with Derek Alexander in the near future.
La Crete Future Water Supply Concept	Dec/22	Well 4 project has been awarded. Report from AE to AEP will have some information in it for this study. Will follow up with getting this study going.
LC – Well #4	Dec/22	Project has been awarded to Hotflash Electric. Construction to start in April 2022.
LC – North Sanitary Trunk Sewer	Dec/22	Have been in meetings with HELIX and Byron on project. Project on hold as per Council motion.
ZA – Sewage Forcemain	Dec/22	AMWWP project has been cancelled. Funding reallocated to Fort Vermilion mitigation project. Council Motion 21-12-865 on Dec 16 meeting.

ZA- Distribution Pump House Upgrades	Dec/22	Startup meeting is done. AGS has done some startup work and are fabricating what they can in their shop. Spring construction onsite still the plan.
ZA- Lift Station Upgrades	Nov/22	Will apply for grant funding in a future year as per council motion.
Fort Water Model	Apr/22	Have started project with AE. Had meeting with AE on Feb 16. Model is nearing completion.
FV – Rural Truckfill Pump Install	Apr/22	Have follow up contact with contractors on project. Pumps arrived and are installed. Motors delayed to 3 rd week in March.
Zama Water Quality	Sept/22	Have hired ATAP to look into the water quality in Zama. Waiting for their recommendations.

Personnel Update:

Helping out with Annual Reports for the Zama WTP for AEP. Got our Lead testing program sent into AEP.

Looking forward to getting some our projects going and some completed.

Other Comments:

We are looking into our options for Zama WTP Operator as Bill Lindsay has given notice of leaving. Waiting on AEP for direction and approval of our options.

Respectfully submitted,

John Zacharias
 Director of Utilities
 Mackenzie County

Monthly Report to the CAO

For the month of February, 2022

From: Caitlin Smith,
Manager of Planning and Development

Strategic Priorities for Planning & Development

Program/Activity/Project	Timeline	Comments
Land Use Framework	TBA	Joint project report; see Byron's report for project update
Municipal Development Plan, Land Use Bylaw, and Fort Vermilion Area Redevelopment Plan	Q3 2022	Administration meets with the consultant bi-weekly. The MDP and LUB both received first reading. Administration will present an overview of the project to Council to ensure input prior to another open house.

Annual Operating Programs, Projects and Activities

Program/Activity/Project	Timeline	Comments
La Crete Area Structure Plan Revision	Q4 2022	Administration will start creating a scope of work for the RFP.
100A Street Land Acquirement (Future Main Street Widening in La Crete)	Q2 2022	Administration has engaged Borderline Surveys regarding the subdivision and URW survey plan. The project is underway and offers to adjacent landowners will take place once the survey is returned to admin. Administration is going ahead with the subdivision of the lots on the south side.

Personnel Update:

All positions within the department are filled. The department staff have been hosting cross training days with one another to ensure continuity.

Other Comments:

Administration is receiving enquiries steady in regards to the upcoming development season, this includes commercial buildings and new multi-lot subdivisions in La Crete and in Fort Vermilion. A majority of my time has been spent reviewing proposals, and providing comment to developers, third parties, and staff. We are at 26 development permits and 5 subdivision applications to date with 3 in the queue waiting for completion.

I have been finalizing the land transfer for the property which is called the Fort Vermilion Phase 3 development. I have reviewed the engineered drawings for this item and shared my comments.

The land transfers for the lagoon site are signed and sent for registration. The subdivision for the Storm Pond A is ready to be sent for registration.

I worked with Finance to address the local improvement bylaw issues in Zama.

The department has spent a great deal of time supporting Community Services with disposition applications, renewals, and ensuring that all our AEP lease agreements are up to date. Administration is in the process of starting multiple First Nation Consultations for the multiple PLS applications.

MPC has requested a presentation regarding their duties, areas of responsibility, and an overview of the current Land Use Bylaw which will be presented at the upcoming MPC meeting.

Meetings Attended:

Date	Description
02-01-22	Committee of the Whole Meeting
02-02-22	Regular Council Meeting
02-03-22	Meet with Glowing Embers (Fire Inspectors)
02-03-22	Meet with developer
02-08-22	Meet with staff regarding new proposed developments
02-09-22	Meet with Jenn – Local Improvement Bylaw
02-10-22	Managers Meeting
02-11-22	Meet with Beairsto Engineering – FV Phase 3
02-14-22	Meet with developer
02-14-22	P&D Department Meeting
02-15-22	Committee of the Whole Meeting
02-16-22	Regular Council Meeting
02-17-22	2022 Emerging Trends in Municipal Law - Virtual
02-17-22	MPC Meeting
02-21-22	P&D Department Meeting
02-22-22	Public Alerting Transition Announcement - Webinar
02-22-22	Managers Meeting
02-23-22	Meet with O2 Planning – MDP/LUB/FVARP project update
02-23-22	Meet with Interim CAO
02-23-22	Office Safety Meeting
02-24-22	First Aid Training
02-25-22	First Aid Training
02-28-22	Meet with developer
02-28-22	P&D Department Meeting
02-28-22	Meet with engineer – new subdivision project

REPORT TO CAO

February, 2022

From: Grant Smith, Agricultural Fieldman

Annual Operating Programs, Projects and Activities

Program/Activity/Project	Timeline	Comments
Roadside Spraying	2022	Roadside Spraying commenced June 10 th , completion date was July 10 th . Quality of work was very satisfactory. Herbicides were Clearview, Navius & Roundup. Some roadsides were sprayed with Roundup to control grass. This aids in road maintenance.
Weed Inspection	2021	One Seasonal Weed Inspector has been hired. Commencement date is May 3 rd . Duties include Field Inspections, Roadside Grass Seeding, Beaver Dam removal, Clubroot Inspections, Shelter belt tree distribution, Water Pump rentals, etc.
Ag Land Development Proposals	2021	A land lease agreement was signed with Tom Braun of High Level on June 8 th . Length of lease is 15 years. Expiry date is 2035.
Emergency Livestock Response Plan	2021	The Draft has been completed, and will be forwarded to AEMA for ratification.
Seed Cleaning Plant Inspections	2021	Frontier Seed Cleaning Plant was inspected on December 6 th . Efficiency was 93%. The High Level Plant was not inspected. Sunrise Mobile plant was also inspected in December, with an efficiency rating of 93%.
Shelterbelt Program	June, 2022	Application deadline is December 31 st , order was placed on January 5 th . Approximately 23,000 seedlings were ordered.
VSI Program & Veterinary Subsidy	2021	Mackenzie County is still participating in the program. Council agreed to continue at the current 50% rate. Council extended the Vet Subsidy for a period of one year.
Water Pumping Program	October 31, 2021	The water pumping program commenced on April 1 st . Fall is the busy rental season. The program ends on October 31 st . The rental rates double on November 1 st . Total rentals were six.

Roadside Mowing	2022	Overall, the Roadside Mowing program was satisfactory. There was some minor culvert damage in the Beaver ranch area. Mowing contracts have expired and will be extended with the option year in 2022.
Fall Channel Maintenance	2021	Flood control channels are being inspected and contractors will be hired to mulch/mow overgrown channels. This is regular channel maintenance done in late summer/fall. Administration also inspects for soil erosion.

Capital Projects

Projects	Timeline	Comments

Personnel Update:

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Other Comments:

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Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 8, 2022
Presented By:	Don Roberts, Director of Community Services
Title:	Request to Waive a Fire Invoice IVC0034206

BACKGROUND / PROPOSAL:

On December 14, 2021 the Fire Department responded to a residential structural fire. The billing for this incident was in the amount of \$17,050.00 [#IVC...034206 (Fire Services)]. The billing was reviewed by administration and confirmed that it follows the Fee Schedule Bylaw.

A letter was received from the owner of the property stating he did not agree with the invoice in the amount of \$17,050.00 and asked that it would be revoked in its entirety (see attached).

Administration has followed up with the Incident Commander in an attempt to gather more information with regards to the residential structural fire.

OPTIONS & BENEFITS:

1. That Council receive for information.
2. That Council reduce the fire invoice and write off a portion of the fees.
3. That the fees for fire invoice # IVC034206 be written off due to extenuating circumstances.

COSTS & SOURCE OF FUNDING:

Should Council decide to waive these fees then the charges would be written off.

Author: D. Roberts **Reviewed by:** _____ **CAO:** B Peters

SUSTAINABILITY PLAN:

COMMUNICATION / PUBLIC PARTICIPATION:

The owner of the residence will be contacted with Council's decision.

POLICY REFERENCES:

Bylaw 985-15 Fire Services
Bylaw 1114-18 Fee Schedule

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the request to waive fire invoice #IVC0034206 be received for information.

Author: D. Roberts **Reviewed by:** _____ **CAO:** B Peters

Dear Mackenzie County Council Members,

Hi, my name is Wayne Wolfe. I am writing to you regarding an invoice I received from the county dated February 1st, invoice #IVC0000000034206.

You may be aware that our home (located at 105206 RR160) was destroyed in a fire on December 14, 2021. This was not the fault of Mackenzie County, and the exact cause of the fire might never be confirmed.

This has been an incredibly hard thing for us as a family to go through, but one of the most difficult things for us to process has been trying to reconcile what we saw from the local fire department, in their attempt to extinguish the fire. We realized the moment we showed up on scene that our home itself was not salvageable. However, the entire east side (on the right-hand side in the attached photos) of our home was where we had most of our valuables and sentimental things, our camera SD cards, photo albums, journals and a computer with thousands of pictures, among other things. At that point they were still salvageable.

There was a 21-minute response time for the first truck to show up. We live 10 mins from town so I'm not sure if that's good or bad, it might be a perfectly average response time. We had been at a friend's place a few miles away for supper, so we were the second people on scene. This was at 8:39 pm, only 6 minutes after the 911 call had been made.

When the trucks started showing up, I did make a point of telling them that we had a fire safe in the basement directly below the main entrance where I'd like for them to focus on. I also explained to them the importance to us in trying to salvage the east side as much as possible.

I'd like to emphasize that I believe the volunteer fire fighters that we had at our home, did everything they could, with the knowledge and equipment that they had to work with. The problem was that the trucks that showed up had mechanical failures causing them to be completely ineffective in fighting fires. I don't claim to know all the details as to why the trucks didn't work, however, the explanation I was given by one of the firefighters on scene was that it was "too cold" for the pumper truck, and it was freezing off the line. I was told they would

have to get another truck in. I later found out that that exact truck had not only had a lot of problems with cold weather in the past, but it had also already had issues the day before at a different house fire. I know there was also an issue with another truck, but I don't know what that was.

What we witnessed, as well as 20-30 other people that were on scene, was our house burn down almost completely to the ground. At the same time, there were 20+ fire fighters standing around and watching, while not being able to do anything, due to the mechanical failures that did not allow them to pump water. I can not imagine the pain a parent would have gone through had there been a child inside during this time. While we are thankful that our family is safe, we have struggled greatly knowing that had the fire department been able to pump water as soon as they showed up, there would have been significantly more valuables saved.

When you lose almost everything you have ever had, then every little thing you can save becomes that much more significant.

We kept thinking, what if someone had been in one of those bedrooms in the basement on the east side? Another concern, that isn't huge but that I still would like to address, is that though we had mentioned several times to focus on the east side of our home, we had to go and remind them to spray water on that side of the house. There were a few times where friends of mine (one of them an ex-firefighter) went and reminded them to again focus on the east side as they were spraying water on the west side when there was nothing left, and still a chance to save something on the east side. This was obviously frustrating for us as later when we went through the rubble, we did find some valuables on the east side. It became even more evident that every minute of spraying water on that side of our home would have made a difference.

Two months after the fire, we were starting to have peace with the situation, and had started to process some of the trauma that this loss caused for our family. I had chatted with Deputy Chief Philip Krahn, who was in command on the scene, and it helped. He shared some of his frustrations that he had had with that fire truck and apologized on behalf of the La Crete Fire Department for the grief that these issues had caused us. This helped us with the reconciliation we needed, as we had felt very helpless watching our home be fully engulfed, and completely

destroyed, while there were multiple fire trucks and personnel in our yard, unable to do what they are meant to do, in a timely manner.

Then, we started getting invoices. First, we got an invoice for \$17,050.00 for the fire trucks and fire fighters. Then a few days later another one for \$1,369.73, for the investigation of the fire. Though it was a shock to get the second invoice for \$1,369.73, I am not disputing it. Now I share this as someone who has the financial means to pay these invoices, however, it is an incredibly hard pill to swallow to receive them from an emergency service, especially after the experience that we went through as a family. To receive these types of invoices still, after they were not able to properly assist us during the loss of our home, feels even worse.

As some of you might be aware I own a plumbing company. I liken this to us getting a call that water is flooding a basement. When we show up, we come with way more people than would have ever been necessary, but we also come with faulty equipment and as a result we are not able to ever shut the water off. We leave and the house is completely destroyed. Do we still send an invoice for the full amount? As a private company, we would never even send any invoice in a situation where our negligence was the cause of not being able to fix something. Yet, we are a private company so if we did do that, it might even be understandable. However, to get this from a local government who I have paid a lot of taxes to, a government that is supposed to work for me and be a service to me, this I find very difficult to understand.

Even with the current bylaws our county has, I do not believe that this invoice should ever have been sent. I believe that council should seriously consider eliminating the invoice program they have altogether, for these situations where fire trucks are called. I am speaking from experience that this is the last thing one needs on one's plate after losing a home. I believe firefighting services are a community service and that it should be a cost covered through our taxes.

My position is that I do not agree to invoice #IVC0000000034206 in the amount of \$17,050.00 and I ask that it would be revoked in its entirety. I also want to encourage Mackenzie County to seriously look at and repair any problems any fire trucks might have in performing in cold weather. The simple answer of it's too cold outside is not good enough. At some point in time, I fear there will be another house fire on a cold day. And I can assure you that as a parent hearing

that your son or daughter could potentially not be saved due to it being too cold outside for the pumper truck to work is unacceptable. We lost more valuables than we should have. But let's not ever be in a position where next time it might be a life instead.

8:39 PM *We just arrived on scene



8:54 PM *First truck on scene



9:07 *no water being sprayed



9:15 *Still no water



Note: these pictures were sent to me after the fire. The time attached are based on the time stamp of the pictures when they were taken. I can provide original copies of these and more if needed. I do not have a picture of when they were actually able to start spraying water again after it froze off, but I know it was sometime after 9:15

Sincerely, Wayne Wolfe

780-841-8222



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 8, 2022
Presented By:	Don Roberts, Director of Community Services
Title:	Residential Garbage Pickup Contract – La Crete

BACKGROUND / PROPOSAL:

The residential garbage pickup contract in La Crete expires March 31st, 2022. The Community Services Committee have not completed the Mackenzie County Waste Analysis and made the following motion

Community Service Motion

That a recommendation be made to Council to extend the La Crete Residential Waste pickup for 1 year.

OPTIONS & BENEFITS:

Option 1

That the La Crete residential waste collection contract be extended for a period of one (1) year as per the current terms and conditions.

Option 2

Retender the La Crete residential waste collection.

COSTS & SOURCE OF FUNDING:

Option 1

Within current Operational Budget

Option2

May require Operational Budget amendment

Author: D. Roberts **Reviewed by:** _____ **CAO:** _____

SUSTAINABILITY PLAN:

COMMUNICATION / PUBLIC PARTICIPATION:

POLICY REFERENCES:

RECOMMENDED ACTION:

- Simple Majority Requires 2/3 Requires Unanimous

That the La Crete Residential Waste Collection contract be extended for a period of one (1) year as per the current terms and conditions.

Author: _____ Reviewed by: _____ CAO: _____



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 8, 2022
Presented By:	Jennifer Batt, Director of Finance
Title:	Draft FIN034 Charitable Donation Receipt Policy

BACKGROUND / PROPOSAL:

At the May 11, 2021 Council meeting the following motion was passed:

MOTION 21-05-419 That administration develop a Charitable Donations Policy.

CARRIED

Administration has been reviewing the Income Tax Act, Regulations, and other municipalities polices for reference, and have drafted the attach Policy for review, and approval.

OPTIONS & BENEFITS:

N/A

COSTS & SOURCE OF FUNDING:

N/A

SUSTAINABILITY PLAN:

N/A

COMMUNICATION / PUBLIC PARTICIPATION:

N/A

Author: J. Batt Reviewed by: _____ CAO: _____

POLICY REFERENCES:

N/A

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That FIN034 Policy - Charitable Donation Receipt be approved as presented/amended.

Author: J. Batt Reviewed by: _____ CAO: _____

Mackenzie County

Title	Charitable Donations Receipt	Policy No:	FIN034
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Legislation Reference	Municipal Government Act, Section 245-248
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Purpose

The purpose of this policy is to formalize the donation receipts program, including accounting for donations of cash or in-kind to Mackenzie County.

This policy also outlines the standards for evaluating donations in accordance with Canada Revenue Agency (CRA) guidelines.

This policy will serve as the foundation for standard operating procedures for issuing official charitable donations receipts (official receipts) to donors for income tax purposes.

Policy Statement:

Mackenzie County will issue official receipts for donations that qualify as charitable donations. If requested, the Municipality will issue official receipts to donors for eligible donations with a net cash value of \$25 or more towards a Council approved municipal asset.

Definitions:

The following definitions are used for the purpose of this policy:

CAO – is the Chief Administrative Officer and or Designated Officer;

Charitable Donations – Voluntary transfer of tangible property, including cash;

County – means Mackenzie County;

Donation in-kind – Tangible property, other than cash, that are approved eligible donations;

Fair Market Value– means the highest dollar value that a property would bring in an open and unrestricted market, between the willing buyer and the willing seller who are acting independent of each other. The fair market value of a property does not include taxes paid; taxes are costs incurred by the purchaser;

Lead Director – administrative department Director that the project would be assigned to as per the Organizational Chart of the municipality;

Net Amount of Donation – means the fair market value of the donation less any advantages/benefit received or to be received as a result of the donation;

Non-Qualifying Donations – means donations that cannot be acknowledged with official donation receipts for income tax purposes, in accordance with CRA guidelines.

1. Guidelines:

To be eligible for an official receipt, the donation has to:

- Be made payable to Mackenzie County, and
- Be in cash or in-kind; and
- Be voluntary;
- Be an approved project by Council motion; and
- Be supportive of County's mandate or beneficial to the community of Mackenzie County;

2. In-kind Donations Compliance:

Donations in-kind may be accepted only after the following has been assessed:

- Compliance with County by-laws and/or policies; and
- Compliance with the laws, conventions and treaties of the other levels of government; and
- Consistency with the County priorities, mandates and strategic and business plans; and
- Associated risks (e.g. financial risks, political risk, health and safety issues); and
- Condition of the donation; and
- Value of the donation; and
- Usefulness of the donation to the County; and
- Cost/benefit analysis, if determined by a motion of Council, and supported by the CAO to be necessary, would consider installation, storage, maintenance, renewal, replacement and relevant costs.

Valuations of In-kind Donations:

Written valuation of donations in-kind, done within the last 6 months, shall be submitted with the requests for official receipt and is to meet the following requirements:

- \$1,000 or less:
 - appraisal by knowledgeable internal staff; and
 - valuation from online auction(s) or external sites.

- Over \$1,000:
 - external appraisal by an independent and arm's length competent individual is required; and
 - responsibility and the costs associated with obtaining a qualified appraisal shall be determined by the departmental director.

Acceptance Approval:

Authority for acceptance or denial of donations in-kind with appraised value of:

- Under \$1,000 – Lead Director
- Under \$25,000 – Lead Director, Director of Finance and CAO
- \$25,000 and more – requires a written agreement of the value of the donation developed in advance by the lead Director, with review and by the Director of Finance, and CAO, and will require Council approval.

3. Qualifying Donations

Donations that can be acknowledged with official donations for income tax purposes, in accordance with CRA guidelines:

- Donations that are made to the County for specific municipal projects approved by Council that will be owned by the municipality.
- Donations that are given to the County and intended as a flow through to a community recreation board, under agreement to deliver municipal services and programs of benefit to the County, where the asset will be owned by the municipality.

4. Non-Qualifying Donations:

Non-Qualifying Donations that cannot be acknowledged with official donations for income tax purposes, in accordance with CRA guidelines:

- Intangibles such as services, time, skills and effort.
- Donations that are given to the County intended as a flow through to a community organization, that is not under a current long term agreement to deliver municipal services and programs of benefit to the County, where the asset will not be owned by the municipality.
- Donations of business marketing products such as supplies and merchandise.
- Sponsorship in the form of cash, goods or services toward an event, project, program or corporate asset, in return for commercial benefit (i.e. logo placement or presenting sponsorship). The intent of a sponsorship is to enhance the image and marketing opportunities of the sponsor in its target market and/or the community. Sponsorships are reciprocal arrangements benefiting both parties. Usually the cost to the sponsor is categorized as a business expense.

5. References

Under *Income Tax Act, 1985*, Mackenzie County is classified as a “qualified donee” for charitable donations, and as such is afforded the same privileges as a charitable organization without a registered charity number.

According to sections 110.1, and 118.1 (1) of the *Income Tax Act*, Canadian municipalities are permitted to issue receipts for charitable donations in accordance with section 3501 of the *Income Tax Regulation*. These donations may come in the form of cash or in-kind.

6. Responsibilities

Chief Administrative Officer (CAO) and/or Designate will:

- a) Provide information to Council for in-kind donations as required within this Policy.

Chief Administrative Officer (CAO) and/or Designate and the Reeve and/or Deputy Reeve will:

- a) Be the signatories required on all in-kind donation agreements approved by motion of Council.

Director of Finance will:

- a) Ensure all required information is included on the issued donation receipts are as per as per CRA regulations.
- b) Sign official donation receipts on behalf of the County with the Finance Controller as backup.
- c) Maintain the Charitable Donations Receipt Policy and related standard operating procedures, communication of policy and procedures to departmental staff, advising staff on eligibility of charitable donations and review donation accounts analysis prepared by staff.
- d) Be responsible for issuing official donation receipts in compliance with the CRA guidelines and maintain records according to the CRA requirements.
- e) Ensure all assets are recorded as per the Tangible Capital Asset Accounting Policy.

Lead Director will:

- a) Provide information to the Director of Finance, and CAO for in-kind donations as required within this Policy.
- b) Ensure all information is provided to the Director of Finance or staff required to maintain all donation accounts analysis required to be prepared by staff.

	Date	Resolution Number
Approved		
Amended		



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 8, 2022
Presented By:	Jennifer Batt, Director of Finance
Title:	Mackenzie Ski Hill Society Insurance Request - Additionally Named Insured

BACKGROUND / PROPOSAL:

In January 2022, administration submitted a request on the behalf of the Mackenzie Ski Hill Society for a quote on insurance. Documentation was received and submitted, and the quote was forwarded to the Society for approval.

As per Policy ADM018, Insurance Coverage for Not-for-Profit Organizations (attached), Mackenzie County offers the following insurance to Not-for-Profit organizations upon written request:

- Bond & Crime
- Comprehensive General Liability
- General Property Insurance

On February 26th, 2022 administration received a request to be added to the County's coverage as an Additionally Named Insured.

Jubilee Insurance requires a Council motion to add Mackenzie Ski Hill Society to the Policy.

OPTIONS & BENEFITS:

The additional named insured program is established through Jubilee Insurance to provide reasonably priced insurance to not-for-profit organizations.

COSTS & SOURCE OF FUNDING:

Policy ADM018 Insurance Coverage for not-for-profit organizations

Author: J. Batt **Reviewed by:** _____ **CAO:** B Peters

Section 4: The County shall provide insurance to “Not-for-Profit” organizations on a cost recovery basis.

SUSTAINABILITY PLAN:

Assist Not-for-Profit organizations on receiving affordable insurance.

COMMUNICATION / PUBLIC PARTICIPATION:

The Mackenzie Ski Hill Society re: Council’s decision.
Corporate Services staff re: administration of Council’s decision.
Jubilee Insurance re: application for insurance Mackenzie Ski Hill Society.

POLICY REFERENCES:

Policy ADM018 Insurance Coverage for Not for Profit Organizations

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the provision of insurance coverage to the Mackenzie Ski Hill Society, on a cost recovery basis, through the Jubilee Additional Named Insured Program be approved.

Author: J. Batt Reviewed by: _____ CAO: B Peters

Mackenzie County

Title	Insurance Coverage for Not for Profit Organizations	Policy No:	ADM018
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Legislation Reference	Municipal Government Act Section 5b)
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Purpose

To establish procedures and standards for “Not for Profit” organizations to request insurance for premises and volunteers through Mackenzie County’s insurance company at the Municipal Government rate.

Policy Statement and Guidelines

1. The “Not for Profit” organization must be based within the boundaries of Mackenzie County.
2. The “Not for Profit” organization must be registered in the Province of Alberta as a society or association under the Societies Act and a copy of the registration must be provided to the County.
3. If a “Not for Profit” organization is registered with the federal government, a copy of the registration documents must be provided to the County.
4. The County shall provide insurance to “Not for Profit” organizations on a cost recovery basis only.
5. Mackenzie County may put on a Risk Management Workshop that at least one member of each “Not for Profit” organization insured through the County may attend.
6. When liquor is being served on property insured through the County, the “Not for Profit” organization must ensure that all user groups provide proof of liability insurance.
7. It is the responsibility of the Not for Profit Organization to ensure that the user group has property coverage in place to protect liability and building. The rental agreement should ask if liquor will be served on premises:
 - If yes, then Party Alcohol Liability (PAL) shall be required along with the property coverage.
 - If no alcohol will be served then only property coverage will be required.

If alcohol is being served on the premises without PAL, the rental agreement will be null and void.

8. User group insurance is not required by:

- Sporting or other organizations which are covered under a provincial or local insurance policy (unless serving alcohol); and
- Organizations who are additional named insurers under the County's insurance policy.

9. The County shall make the following types of insurance available to "Not for Profit" organizations upon written request:

- Bond and Crime Insurance Policy BC2012;
- Comprehensive General Liability Insurance Policy; and GENESIS/GAI 2012;
- General Property Insurance Policy RSLE 2215/6.

10. The Not for Profit Organization shall provide Volunteer Insurance to those volunteers that are working within the scope of their duties assigned by the Not for Profit Organization.

	Date	Resolution Number
Approved	2000-12-19	00-770
Amended	2001-04-03	01-185
Amended	2018-02-13	18-02-121
Amended		



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 8, 2022
Presented By:	Jennifer Batt, Director of Finance
Title:	2021 Reserve Re-Allocations

BACKGROUND / PROPOSAL:

During the February 2nd Council meeting, Council requested administration review project specific reserve allocations that were no longer required.

In the past, Council and administration have allocated specific funds to dedicated reserves noted as “Incomplete” to identify Reserve funds that were considered dedicated to a project. As there are no Policies guiding these reserves, administration is recommending that the allocations remain within Policy reserves, and administration continue to note allocations within reports to Council.

Administration has reviewed current allocations, and is making the following recommendations:

Operating Reserves

Incomplete Development

Funds \$12,034

Originated from Fort Vermilion Streetscape project in 2017

Project currently has \$12,034 from Incomplete Development Reserve and \$49,606 from the General Operating Reserve

Administration is recommending allocating funds to the General Operating Reserve, and funding all costs from one reserve.

Non-Profit Organizations

Funds \$124,773

Reserve was rescinded in 2017, but no Council motion was made to reallocate funds.

Author: J. Batt **Reviewed by:** _____ **CAO:** B Peters

Administration is recommending allocating funds to the Grants to Other Organizations Reserve.

Capital Reserve

Incomplete Airport

Funds \$109,224

Currently no projects allocated from this fund, or included in 5 year plan.

Administration is recommending allocating funds to the General Capital Reserve.

Incomplete Waste

Funds \$9,000

The originating project was cancelled in 2017, and there are no projects noted for these funds.

Administration is recommending allocating funds to the General Capital Reserve.

Incomplete Recreation

Funds \$96,904

The originating projects have all been completed, and there are no projects noted for these funds.

Administration is recommending allocating funds to the Recreation and Parks Reserve.

OPTIONS & BENEFITS:

N/A

COSTS & SOURCE OF FUNDING:

Reserve Re-allocation

SUSTAINABILITY PLAN:

N/A

COMMUNICATION / PUBLIC PARTICIPATION:

N/A

POLICY REFERENCES:

Author: J. Batt Reviewed by: _____ CAO: B Peters

Mackenzie County

Title	General Operating Reserve	Policy No.	RESV01
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Account Code	12-711
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Purpose	<p>To establish a general operating reserve. This reserve will provide funding in order to retain a stable municipal taxation structure and to accommodate any emergency type expenditure; to balance the current year deficit; or for non-budgeted operating items that require funding and Council approval during the year.</p>
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Targeted Minimum Balance:	\$1,000,000
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Targeted Maximum Balance:	\$5,000,000
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Targeted Annual Contribution:	<p>(Current year surplus* - \$50,000) x 50% = amount to general operating reserve.</p> <p>*with surplus being determined by excluding amortization and other non-cash transactions associated with Public Sector Accounting changes.</p>
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Policy Statement and Guidelines

1. The Chief Administrative Officer will ensure the overall effective administration of dedicated reserves in accordance with this policy; recommending changes in policy or guidelines to Council to ensure they are employed to the benefit of the County.
2. Annually, in conjunction with the budget process and the presentation of the audited financial statements to County council, a list indicating the current and previous year-end balances for this reserve will be provided.
3. The use of this reserve to fund any expenditure must be by way of a Council resolution or motion.

	Date	Resolution Number
Approved	2001-06-06	01-320
Amended	2010-02-24	10-02-148
Amended	2017-03-14	17-03-178

Mackenzie County

Title	General Capital Reserve	Policy No.	RESV02
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Account Code	97-760
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Purpose	<p>To establish a general capital reserve. This reserve will provide funding in order to retain a stable municipal taxation structure and to accommodate current year capital funding requirements that have not been previously established from existing reserves. Items such as computer hardware and building developments as prime examples. Additionally, this reserve can be used for emergency type expenditures, or for additional capital items that require funding and Council approval during the year.</p>
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Targeted Minimum Balance:	\$1,000,000
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Targeted Maximum Balance:	\$5,000,000
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Targeted Annual Contribution:	<p>(Current year surplus* - \$50,000) x 50% = amount to general operating reserve.</p> <p>*with surplus being determined by excluding amortization and other non-cash transactions associated with Public Sector Accounting changes.</p>
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Policy Statement and Guidelines

1. The Chief Administrative Officer will ensure the overall effective administration of dedicated reserves in accordance with this policy; recommending changes in policy or guidelines to Council to ensure they are employed to the benefit of the County.
2. Annually, in conjunction with the budget process and the presentation of the audited financial statements to County council, a list indicating the current and previous year-end balances for this reserve will be provided.
3. The use of this reserve to fund any expenditure must be by way of a Council resolution or motion.

	Date	Resolution Number
Approved	2001-06-06	01-320
Amended	2010-02-24	10-02-149
Amended	2017-03-14	17-03-178

Mackenzie County

Title	Recreation and Parks Reserve	Policy No.	RESV08
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Account Code	62-712
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Purpose
To establish a recreation and parks reserve. This reserve will provide funding in order to retain a stable municipal taxation structure and to fund capital items such as campground equipment and cost related to leases or the acquisition of park lands.

Targeted Minimum Balance:	\$100,000
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Targeted Maximum Balance:	\$250,000
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Targeted Annual Contribution:	\$50,000
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Policy Statement and Guidelines

1. The Chief Administrative Officer will ensure the overall effective administration of dedicated reserves in accordance with this policy; recommending changes in policy or guidelines to Council to ensure they are employed to the benefit of the County.

2. Annually, in conjunction with the budget process and the presentation of the audited financial statements to County council, a list indicating the current and previous year-end balances for this reserve will be provided.

3. The use of this reserve to fund any expenditure must be by way of a Council resolution or motion.

	Date	Resolution Number
Approved	2001-06-06	01-320
Amended	2005-12-02	05-650
Amended	2017-04-11	17-04-262

Mackenzie County

Title	Bursaries Reserve	Policy No.	RESV17
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Account Code	4-12-709
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Purpose	To establish the Bursaries reserve.
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Targeted Minimum	NA
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Targeted Maximum	NA
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Funding	This reserve will be used to retain budgeted funds not awarded during an annual distribution to bursars. The accumulated funds may be used to award bursaries in years of higher demand.
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Policy Statement and Guidelines

1. The Chief Administrative Officer will ensure the overall effective administration of dedicated reserves in accordance with this policy; recommending changes in policy or guidelines to Council to ensure they are employed to the benefit of the County.
2. Annually, in conjunction with the budget process and the presentation of the audited financial statements to County Council, a list indicating the current and previous year-end balances for this reserve will be provided.
3. The use of this reserve to fund any expenditure must be by way of a Council resolution or motion.

	Date	Resolution Number
Approved	12-Apr-11	11-04-348
Rescinded	2017-03-14	17-03-179
Reinstated	2017-07-26	17-07-533



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 8, 2022
Presented By:	Jennifer Batt, Director of Finance
Title:	2021 Budget Allocations

BACKGROUND / PROPOSAL:

The annual audit for 2021 is scheduled as an in-person audit for the week of March 14th, 2022, as the 2021 interim audit was completed remotely.

Administration has completed numerous reconciliations and analysis of the financial transactions, liabilities and commitments of Council to ensure that Generally Accepted Accounting Principles and Practices have been utilized. Based on this work we are recommending that Council approve the recommendations and actions, as detailed in this report in preparation for the scheduled Audit.

Council has various policies related to the disposition of surplus. Although these items are detailed in the various policies to fully comply with the Municipal Government Act (MGA) specific approvals should be provided by Council. These reserve policies provide the overall roadmap however specific issues may require deviation from the policies.

1. Bursary Reserve

In the 2021 Operating budget, Council approved \$25,000 in funding towards awarding Bursaries to applicants as per Policy.

\$11,000 was awarded to bursary recipients in 2021, leaving \$14,000 unallocated.

There were 2 recipients that did not fulfill their commitment from past years awarding, and as per the agreement signed, \$2,500 was repaid to the County in 2021. Policy ADM049-Bursaries;

6.4 *Any unused funds in any given year shall be allocated to the Bursary Reserve established by Council.*

And

Author: J. Batt **Reviewed by:** _____ **CAO:** B Peters

SUSTAINABILITY PLAN:

N/A

COMMUNICATION / PUBLIC PARTICIPATION:

N/A

POLICY REFERENCES:

RESV017 – Bursaries Reserve

RECOMMENDED ACTION:

Motion 1

Simple Majority Requires 2/3 Requires Unanimous

That \$16,500 from 2021 operating budget, be contributed to the Bursaries Reserve, as per Policy ADM049-Bursaries, and RESV017 – Bursaries Reserve.

Motion 2

Simple Majority Requires 2/3 Requires Unanimous

That the 2021 One Time Projects budget be amended as follows:
- MOST funding – COVID 19 asst. project increase of \$21,688 with funding coming from the Grants to Other Organizations Operating Budget.

Motion 3

Simple Majority Requires 2/3 Requires Unanimous

That Offsite Levies/Frontage revenues in 2021 of \$385,676 be contributed to the Off-Site Levy Reserve.

Motion 4

Simple Majority Requires 2/3 Requires Unanimous

Author: J. Batt Reviewed by: CAO: B Peters

That Gravel Aggregate revenue in 2021 of \$111,686 be contributed to the Gravel Reclamation Reserve.

Motion 5

Simple Majority Requires 2/3 Requires Unanimous

That Municipal Reserve revenue in 2021 of \$271,084 be contributed to the Municipal Reserve.

Author: J. Batt **Reviewed by:** _____ **CAO:** B Peters



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 8, 2022
Presented By:	Jennifer Batt, Director of Finance
Title:	Zama Recreation Society – Reallocation of Funds

BACKGROUND / PROPOSAL:

Administration met with the Zama Recreation Society to review some operational items, and to discuss an invoice that the Zama Recreation Society submitted to Mackenzie County in the amount of \$38,072 for the ZA-Re-Shingle Hall Project, as the budget for this project was \$17,849.

The Zama Recreation Society explained that the original repairs, which were completed in 2017, were not sufficient to complete the work. Since the original roof repairs only used a portion of the allocated funding, repairs to other items within the building were allocated from this budget. When completing some other repairs, they realized that additional roof repairs were required. The Recreation Board has since completed the roof project, and amended the scope of work to be tin roofing to align with Fire Smart, but had a negative impact on the budget.

The Zama Recreation Board has requested that the additional funds required of \$20,223 be reallocated from the Zama Repair in Furnace Room Project in the amount of \$8,338, and that the Grants to Other Organizations Reserve

OPTIONS & BENEFITS:

N/A

COSTS & SOURCE OF FUNDING:

Current Budget \$17,849

Author: J. Batt **Reviewed by:** _____ **CAO:** B Peters

Requesting to reallocate \$8,338 from an approved project, and fund the balance of \$ \$11,885 from the Grants to Other Organization Reserve

SUSTAINABILITY PLAN:

N/A

COMMUNICATION / PUBLIC PARTICIPATION:

N/A

POLICY REFERENCES:

N/A

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the 2021 budget be amended by \$20,223 for the ZA-Re-Shingle Hall Project with funding coming from the following:

- ZA-Water Repair in Furnace Room in the amount of \$8,338 from Grants to Other Organization Reserve funding;
- \$11,885 from the Grants to Other Organization Reserve.

Author: J. Batt Reviewed by: _____ CAO: B Peters



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 8, 2022
Presented By:	Jennifer Batt, Director of Finance
Title:	Expense Claims – Councillors

BACKGROUND / PROPOSAL:

Councillor Honorarium and Expense Claims are reviewed by Council on a monthly basis.

A copy of the following Councillor Honorarium and Expense Claims will be presented at the meeting:

- January – All Councillors

OPTIONS & BENEFITS:

N/A

COSTS & SOURCE OF FUNDING:

2022 Operating Budget

SUSTAINABILITY PLAN:

N/A

Author: C. Sarapuk **Reviewed by:** _____ **CAO:** B Peters

COMMUNICATION / PUBLIC PARTICIPATION:

N/A

POLICY REFERENCES:

Honorariums and Expense Reimbursement Bylaw

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the Councillor expense claims for January 2022 be received for information.

Author: C. Sarapuk Reviewed by: _____ CAO: B Peters



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 8, 2022
Presented By:	Jennifer Batt, Director of Finance
Title:	Expense Claims – Members at Large

BACKGROUND / PROPOSAL:

Members at Large expense claims are reviewed by Council on a monthly basis.

A copy of the following Members at Large Expense Claims will be presented at the meeting:

Name	Board/Committee	Month
Erick Carter	Municipal Planning Commission	January
Tim Driedger	Municipal Planning Commission	January
Willie Wieler	Municipal Planning Commission	Dec 2021/ January 2022
George Fehr	Agricultural Service Board	Nov/Dec 2021
Joseph Peters	Agricultural Service Board	January

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

OPTIONS & BENEFITS:

N/A

COSTS & SOURCE OF FUNDING:

2022 Operating Budget.

SUSTAINABILITY PLAN:

N/A

COMMUNICATION / PUBLIC PARTICIPATION:

N/A

POLICY REFERENCES:

Honorariums and Expense Reimbursement Bylaw

RECOMMENDED ACTION:

Motion 1

Simple Majority Requires 2/3 Requires Unanimous

That the Member at Large Expense Claims for November/December 2021 and January 2022 be received for information.

Author: C. Sarapuk Reviewed by: _____ CAO: _____



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 8, 2022
Presented By:	Jeff Simpson, Director of Operations
Title:	Road Protection Agreement Review

BACKGROUND / PROPOSAL:

See attached information regarding Road Protection Agreements.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

SUSTAINABILITY PLAN:

COMMUNICATION / PUBLIC PARTICIPATION:

POLICY REFERENCES:

PW010

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

For discussion

Author: B Peters Reviewed by: _____ CAO: _____



Mackenzie County

ROAD PROTECTION AGREEMENT REVIEW

Background:

The Road Protection Agreement Review is presented to provide insight on how to better operate the Road Protection Agreement program, making sure that companies that enter into these agreements are held financially responsible for any damages incurred to the municipal roads that they are utilizing.

Current Road Protection Program:

The purpose of the Road Protection Agreements (RPA) is to provide guidelines and procedures for road use by individuals or companies with extensive or continuous haul projects. The RPA program helps protect roads now and in the future and allows Mackenzie County to impose specific conditions for the use of roadways based on the Municipal bylaw. They help to ensure that companies are aware of road conditions and reduces Mackenzie County's liability by ensuring that the responsible party bears the cost for damages done to Municipal roads. Mackenzie County's responsibility is that of monitoring these roads and ensuring that RPA's are enforced to prevent problems that arise from road damage. When roadways are susceptible to damage, road bans or road closures may be used to prevent further damage and to correct unsafe situations.

Mackenzie County established the **PW010 – Road Protection Agreement Policy** in 2001. In July of 2015 council rescinded Policy PW011 – Log Hauls, and incorporated it into the current rendition of the Road Protection Policy. (Appendix A)

Prior to 2019 each logging company working with the mills had to apply for individual RPA's for their company, in 2019 that process was streamlined by requesting each Mill sign a Memorandum of Understanding (MOU) (Appendix B) making them enter into an agreement directly with the County and bear the responsibility of road damage instead of their subcontractors.

Mackenzie County has issued an average of 18.8 RPA's per year for the previous 10 years with the highest number being in 2017 with 30 and the lowest in 2019 with 9. These are largely split between the Mills and their subcontractors and the companies working in the Oil and Gas Sector.

For the purpose of improving the Mackenzie County Road Protection Agreement Policy, a number of Road Use Agreement Policies from other Counties who have industrial and commercial similarities to Mackenzie County within the province of Alberta, were reviewed and their procedures have been included in **Options**.

Current Public Works Operational Issues:

The Public Works Department within Mackenzie County has several issues relating to this program:

1. **Lack of Staffing** - Staff needed to facilitate the pre and post inspection on the roads. Other County's will sometimes use their by-law officer, but Mackenzie County has no Enforcement officer to inspect loads and RPA's to make sure they are on correct hauling routes as well as conduct the Pre and Post Inspection each haul date. The County also does not have any equipment or personnel to weigh the vehicles throughout the haul to ensure weight limits are being met.
2. **Lack of Set Fees in the Bylaw** - As per PW010, currently a security deposit may be required at the request from the Chief Administrative Officer, but a set fee or procedure has never been established.
3. **Damage Claims** – Currently complaints or issues are handled on a case by case scenario and repaired by the grader during regular road maintenance.
4. **Organized Program** – Up until this point a set procedure has not been put in place to keep track of damages, complaints or monies used to facilitate these repairs and so Public Works has no discernable record of how much these damages could be costing the county.
5. **Difference in RPA Applicants** - Mills will conduct extensive hauls over a period of months whereas the Oil and Gas Sector will generally conduct one haul to place or dispose of equipment. This poses problems for Administration to create an equitable system for all RPA applicants.

Options:

The following options are for Council's consideration and deliberation. They have the ability to be modified, combined, or omitted in part or in whole.

1. **Temporary Road Bans** - Council may elect to institute road bans through certain dates of the year or on certain roads and not allow any RPA's during this time thus reducing all extensive hauls on those roads and any subsequent damage. (As per Appendix C - Rocky View Bylaw)
2. **Year-Round Road Bans** - Council may elect to issue year-round road bans on certain roads in the County that may be more susceptible to damage. No haul routes would be able to include these roads.

3. **Letter of Credit** - Council may elect to change the Policy so that the Contractor shall provide Mackenzie County security in the form of an unconditional irrevocable Letter of Credit from a financial institution to be approved by the County, at an amount deemed feasible by the County. This LOC would be required prior to the commencement of the truck haul and the movement of any equipment. The amount of the LOC could be based on the type of road surface, the length of the road, and the condition of the road. (As per the Appendix D - County of Wheatland and Appendix E - County of Fox Creek).

4. **Road Bond** - Council may elect to issue RPA's with a Bond Required. The Bond amount could be based on the size of the haul. If the hauler supplies their own grader the bond could be reduced by 50%. (As per the County of Appendix F - Westlock)
 - 1-10 loads \$1,000
 - 11-50 loads \$5,000
 - 50+ loads \$10,000

Alternatively, the amount of Road Bond required could be calculated based on the value of the road being utilized. The amount of bond required would be equivalent to the length of road being utilized multiplied by the value per mile. Ex. Each county mile of the route is valued at \$50,000 so the Bond amount would be dependent on how many miles of County road the permit route has identified (i.e. 1.5kms would require a bond of \$75,000). (As per Appendix I - Red Deer County).

5. **Penalty System** - Council may elect to Institute a Penalty system. Failure to adhere to any of the terms described in this agreement may result in immediate suspension or termination of the Agreement by the County. (As per Appendix C - Rocky View County)

OFFENCES	MINIMUM & SPECIFIED PENALTY	SECOND OFFENCE	THIRD OFFENCE	FOURTH AND SUBSEQUENT OFFENCES
Exceed heavy vehicle movement threshold with an active RPA and/or haul permits	Written warning and suspension of transport operations RPA executed and/or haul permits issued	\$2500 and suspension of transport operations until RPA executed and/or haul permits issued	\$5000 and prohibition from transport operations on County roads for six months	\$10,000 and prohibition from transport operations on County roads for 12 months
Contravene any term or condition of RPA without written approval	\$1000	\$500 and 24 hour suspension of transport operations	\$1,000 and one week suspension of transport operations	\$2,000 and termination of RPA
Fail to produce a RPA or haul permits when requested by Enforcement Officer	\$1000			
Provide false and misleading information regarding RPA	\$1000			

6. **Pre/Post Haul Inspections** - Council may elect that a fee be charged to the company for Pre-Haul and Post-Haul inspections to be conducted by a County representative. (ie \$140, \$250 or \$500 depending on type of haul) a minimum of 2 inspections will be performed, pre and post as well as other supplemental inspections when deemed necessary. (As per Appendix G - Leduc County, Appendix E - Fox Creek, Appendix J - Wetaskiwin County, and Appendix J - Sturgeon County).
7. **Per Haul Permit Fee** - Council may elect to institute a per haul permit fee. The prime contractor or Subcontractor using county roads for truck/trailer combination hauls shall pay the County a set fee per day per truck/trailer combination. This fee ranges in other Counties from \$35-\$50. (As per Appendix E - Fox Creek)
8. **One Time RPA Application Fee** - Council may elect to charge a onetime application fee for RPA's – the prime contractor or Subcontractor shall pay a onetime Haul Permit fee before the RPA will be approved. This fee could be tiered depending on how extensive the haul.

Mackenzie County

Title	Road Protection Agreement Policy	Policy No:	PW010
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Legislation Reference	Municipal Government Act Section 5
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Purpose

To establish a Policy where firms and vehicle owners of large trucks/vehicles who wish to use Mackenzie County roads for an Intensive haul(s) may do so while ensuring that the user is responsible for road repairs and additional maintenance costs.

Policy Statement

1. Road Protection Agreements will be created to allow firms and vehicle owners of large trucks/vehicles, with the exemption of agriculture equipment to use Mackenzie County roads for Intensive hauls.
2. Haulers are required to complete and submit a Road Protection Application for the County's review.
3. Administration shall review the request and prepare a Road Protection Agreement with conditions for the haulers acceptance.

Definitions:

- a) Intensive haul(s) means the movement of products or equipment that may potentially cause excessive wear and tear on County roads.
- b) Road Use Application is an application which includes designated haul route, duration of haul, the amount of loads per day, axle weight maximum, and items being hauled. Schedule "A".
- c) Road Protection Agreement is the agreement made by Mackenzie County with the Hauler. It defines the terms and conditions to enable the hauler to use haul route. Schedule "B".
- d) Hauler, for the purposes of this agreement, is the agreement holder and shall be either the primary company or the hauling company.

Responsibilities

THE HAULER SHALL:

1. Complete a Road Protection Application a minimum 2 working days prior to commencement.

2. Enter into a Road Protection Agreement with Mackenzie County prior to hauling.
3. Abide by the conditions set out in the agreement which may include, but are not limited to duration of the haul, speed, time of haul, axle loading, special signing, traffic control persons and accommodation of other road users.
4. Be responsible for any additional maintenance and ice control on the haul route which may be required over and above that normally provided by the County.
5. Repair any road damage caused by the hauler; this may include regravelling of roads.
6. Not use tire chains on any paved or oiled roadways at any time, unless authorized by Mackenzie County.
7. Not park on public roadways such that they create an unsafe situation or cause a nuisance to other road users.
8. Cease hauling during adverse weather conditions, including excessive rain, or at the request of Mackenzie County.
9. Be required to provide dust control (water truck, or chemical application) on the haul road for any effected residences along the designated haul route, and other areas on the haul route as requested.
10. Clean all debris and/or mud tracked onto the road.
11. Notify Mackenzie County immediately upon completion of the haul.
12. At the request from the Chief Administrative Officer of Mackenzie County provide a security deposit.

MACKENZIE COUNTY SHALL:

1. Complete the road use application.
2. Inspect the haul road(s) prior to use to determine the condition of the road.
3. Inspect the haul route throughout the agreement date, to ensure that road conditions are kept at an acceptable standard and to ensure the hauler is following all other conditions in the agreement.
4. Provide regular scheduled maintenance of roads. Any additional maintenance due to the haul is to be provided by the hauler.
5. Inspect the haul road(s) within 2 working days after the haul has ceased.
6. Implement road bans to control haulers activities if necessary.

General Conditions:

1. Any Hauler in violation of the terms of the Road Protection Agreement may have their permission to utilize the road suspended until such time as they comply with the conditions of the Agreement to the satisfaction of Mackenzie County.
2. Hauler shall indemnify and save harmless Mackenzie County against any claims and/or proceedings from third parties as a result of approval being granted for the use of County roadways in Mackenzie County.

	Date	Resolution Number
Approved	2001-03-06	01-137
Amended	2007-12-11	07-12-1111
Amended	2015-07-29	15-07-507
Amended		



Road Use Application

Mackenzie County

Road Protection Number: _____ (Mackenzie County to assign)

Start Date of Haul: _____

End Date of Haul: _____

Firm doing haul: _____ **Contact Person:** _____

Email: _____ **Contact Number:** _____

Firm for which haul is being done: _____

Haul Route: _____

(Provincial Highway numbers and local road description or numbers)

Provincial Permit Number: _____ **Issued:** _____ **Expiry:** _____

Origin of Trip: _____ (including legal land description)

Destination of Trip: _____ (including legal land description)

Gross Weight of loaded truck: _____ kg **Item being hauled:** _____

Number of Trucks: _____

I have read and I am aware of all conditions that I have to adhere to in the Road Protection Agreement.

Applicant Signature

Date

Comments:

Schedule B

**MACKENZIE COUNTY
ROAD PROTECTION AGREEMENT**

A COPY OF THIS AGREEMENT MUST BE CARRIED IN THE VEHICLE AT ALL TIMES. FAILURE TO PRODUCE THIS AGREEMENT FORTHWITH TO A PEACE OFFICER ON DEMAND RENDERS THE AGREEMENT NULL AND VOID. AGREEMENT IS NOT TRANSFERABLE.

Agreement No. RPA-ZA-22-01

THIS AGREEMENT shall commence on this **13** day of **January, 2022** A.D. .

Mackenzie County (Party of the First Part)

And

(Party of the Second Part)

WHEREAS the Party of the Second Part desires to transport goods and materials over/on certain roads within the jurisdiction of Mackenzie County.

AND WHEREAS the Party of the First Part has agreed to such activity in consideration of, and subject to the terms and conditions hereinafter set forth:

1. Subject to the terms and conditions set out below, the Company may transport the shipment as set out in the term of this agreement.

2. The Hauler shall:

- a) Enter into a Road Protection Agreement with Mackenzie County prior to hauling.
- b) Abide by the following conditions:
 - a. Speed Limit: as posted
 - b. Max Weight: 63, 500 Kg Truck
 - c. Special Signing: as needed or required
 - d. Traffic control person required (y/n): n
 - e. Time of Haul: n/a
- c) Be responsible for any additional maintenance and ice control on the haul route which may be required over and above that normally provided by the County.
- d) Repair any road damage caused by the hauler; this may include regravelling of roads.
- e) Not use tire chains on any paved or oiled roadways at any time, unless authorized by Mackenzie County.
- f) Not park on public roadways such that they create an unsafe situation or cause a nuisance to other road users.
- g) Cease hauling during adverse weather conditions, including excessive rain, or at the request of Mackenzie County.
- h) Be required to provide dust control (water truck, or chemical application) on the haul road for any effected residences along the designated haul route, and other areas on the haul route as requested.
- i) Clean all debris and/or mud tracked onto the road.
- j) Notify Mackenzie County immediately upon completion of the haul.

Schedule B

**MACKENZIE COUNTY
ROAD PROTECTION AGREEMENT**

A COPY OF THIS AGREEMENT MUST BE CARRIED IN THE VEHICLE AT ALL TIMES. FAILURE TO PRODUCE THIS AGREEMENT FORTHWITH TO A PEACE OFFICER ON DEMAND RENDERS THE AGREEMENT NULL AND VOID. AGREEMENT IS NOT TRANSFERABLE.

Agreement No. RPA-ZA-22-01

- k) At the request from the Chief Administrative Officer of Mackenzie County provide a security deposit.

3. Mackenzie County shall:

- a) Inspect the haul road(s) prior to use to determine the condition of the road.
- b) Inspect the haul route throughout the agreement date, to ensure that road conditions are kept at an acceptable standard and to ensure the hauler is following all other conditions in the agreement.
- c) Provide regular scheduled maintenance of roads. Any additional maintenance due to the haul is to be provided by the hauler.
- d) Inspect the haul road(s) within 2 working days after the haul has ceased.
- e) Implement road bans to control haulers activities if necessary.

4. General Conditions:

- a) This agreement is non-transferable. The Party of the Second Part agrees to assume all damages resulting from the use of subcontractors.
- b) Any Hauler in violation of the terms of the Road Protection Agreement may have their permission to utilize the road suspended until such time as they comply with the conditions of the Agreement to the satisfaction of Mackenzie County.
- c) Hauler shall indemnify and save harmless Mackenzie County against any claims and/or proceedings from third parties as a result of approval being granted for the use of County roadways in Mackenzie County.

5. Other Conditions:

- 6. This agreement shall cease and terminate on the **31** day of **March, 2022** A.D. and thereafter no such activities may continue except as may be authorized under a new and further agreement between the parties

Schedule B

**MACKENZIE COUNTY
ROAD PROTECTION AGREEMENT**

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Agreement No. RPA-ZA-22-01

MACKENZIE COUNTY

PARTY OF THE SECOND PART

Per: _____
(Signature of Authorized Representative)

Per: _____
(Signature of Authorized Representative)

Print Name : Jeff Simpson

Print Name : _____

Office #: 780-928-3983

Office #: _____

Fax #: 780-928-3636

Fax #: _____

Cell #: _____

Cell #: _____

email: Jsimpson@mackenziecounty.com

email: _____

MACKENZIE COUNTY

PARTY OF THE SECOND PART

Field Contact Person:

Field Contact Person:

Office #: _____

Office #: _____

Cell #: _____

Cell #: _____

email: _____

email: _____

NOTE:

- (1) IT IS THE RESPONSIBILITY OF THE PARTY OF THE SECOND PARTY OF THE SECOND PART TO READ AND UNDERSTAND THIS AGREEMENT.
- (2) This information is being collected in accordance with Part 2 of the Freedom of Information and Protection of Privacy Act and is being collected for the purpose of issuance of Road Protection Agreements for roads within the boundaries of Mackenzie County. Our Freedom of Information and Protection of Privacy Act Coordinator is available to answer any questions you may have pertaining to the collection and use of the information and may be contacted at 780-927-3718. This information may be used for any municipal purpose.

Schedule B

**MACKENZIE COUNTY
ROAD PROTECTION AGREEMENT**

A COPY OF THIS AGREEMENT MUST BE CARRIED IN THE VEHICLE AT ALL TIMES. FAILURE TO PRODUCE THIS AGREEMENT FORTHWITH TO A PEACE OFFICER ON DEMAND RENDERS THE AGREEMENT NULL AND VOID. AGREEMENT IS NOT TRANSFERABLE.

Agreement No. RPA-ZA-22-01

NOTE:

- (3) IT IS THE PERMIT HOLDER'S RESPONSIBILITY TO READ AND UNDERSTAND THIS AGREEMENT.
- (4) THIS AGREEMENT IS SUBJECT TO THE PART OF THE SECOND PART OBTAINING ANY NECESSARY PERMITS FROM ALBERTA INFRASTRUCTURE.
- (5) IT IS THE PERMIT HOLDER'S RESPONSIBILITY TO ADVISE MACKENZIE COUNTY IF AND WHEN A HAUL IS SUSPENDED OR COMPLETED.
- (6) This information is being collected in accordance with Part 2 of the Freedom of Information and Protection of Privacy Act and is being collected for the purpose of issuance of Road Protection Agreements for roads within the boundaries of the Mackenzie County. Our Freedom of Information and Protection of Privacy Act Co-ordinator, Eva Schmidt is available to answer any questions you may have pertaining to the collection and use of the information and may be contacted at 780-927-3718. This information may be used for any municipal purpose.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made in duplicate this ____ day of _____, 2021

BETWEEN:

Mackenzie County

(hereinafter called "the County")

Of the first part

AND:

of the Hamlet of **La Crete** in the Province of **Alberta** (hereinafter called "the Mill")

Of the second part

WHEREAS the County wishes for the Mill to apply for all Road Protection Agreements (RPA) under Policy PW010 rather than individual trucking companies applying for the Road Protection Agreements. This process will ensure that municipal roads are not being ill-used.

AND WHEREAS the County requires timely application requests ensuring swift turn around for processing Road Protection Agreements.

AND WHEREAS the Mill understands and agrees that municipal roads must be repaired when damages are incurred through the intensity of a haul and will work with the County to repair said routes.

AND WHEREAS the Mill will provide grading services to any gravel roads contained within this RPA at their expense throughout the haul period.

AND WHEREAS the Mill wishes to work with the County and provide calcium chloride as a dust suppressant if/when needed to rural residents along the approved truck routes. The Mill will agree to cover the cost of the calcium chloride and the County will apply it.

Expires one year from date above.

Executed on behalf of the participating parties, by their authorized signing officers.

Mackenzie County

Per: _____

Per: _____

Witness: _____

Witness: _____



Mackenzie County

BYLAW C-8065-2020

A Bylaw of Rocky View County, in the Province of Alberta, to administer Road Use Agreements to regulate Transport Operations within the County road right-of-way.

WHEREAS pursuant to the *Municipal Government Act*, the County has the direction, control and management of all roads and public places within the County and is responsible for ensuring that all such roads and public places are kept in a reasonable state of repair;

AND WHEREAS pursuant to Section 7 of the *Municipal Government Act* the council of a municipality may pass bylaws for municipal purposes respecting the safety, health and welfare of people and the protection of people and property and the enforcement of bylaws;

AND WHEREAS pursuant to Sections 203 and 209 of the *Municipal Government Act*, Council for the County may delegate by Bylaw any of its powers, duties, or functions to the Chief Administrative Officer, who may then further delegate the matter to Administration;

NOW THEREFORE the Council of Rocky View County enacts as follows:

Purpose and Title

- 1 This Bylaw may be cited as the *Road Use Agreement Bylaw*.

Definitions and Schedules

- 2 Schedule "A" being "Minimum and Specified Penalties" is attached to and forms part of this Bylaw.
- 3 Schedule "B" being "Exempted Roads" is attached to and forms part of this Bylaw.
- 4 The definitions contained in Schedule "C" of this Bylaw apply unless the context otherwise requires.

Application

- 5 This Bylaw applies to all Persons desiring to conduct Transport Operations using County roads related to the following activities:
 - (1) Natural resource exploration, development, extraction and processing;
 - (2) Commercial agriculture operations including all Confined Feeding Operations regardless of ownership or management status;
 - (3) Residential, commercial, industrial and infrastructure construction; and,
 - (4) Filming for motion pictures, television programs, advertisements and music videos.

- 6 Transport Operations for the above activities must contact the County prior to commencement to determine the need for a Road Use Agreement and/or haul permits if the loaded Heavy Vehicle movements to or from any location using County roads will exceed any one of the following:
 - (1) 30 movements in a 7 day period; or,
 - (2) 5 movements in a one-hour period.
- 7 The Executive Director of Operations or Designate, in their sole discretion, shall determine the risk any Transport Operation poses to the County roads considering the following:
 - (1) The weight and configuration of the proposed transport vehicles;
 - (2) The total number of loads, frequency and duration of the Transport Operations;
 - (3) The existing condition and surface type of the proposed transport route road(s);
 - (4) The proximity of the proposed transport route to residential dwellings; and,
 - (5) The time of year.
- 8 Where it is determined that Transport Operations may or will likely cause damage to the County's infrastructure, pursuant to Section 7, the Executive Director of Operations or Designate is authorized to require the Persons responsible to enter into a Road Use Agreement on such terms and conditions as the Executive Director of Operations or Designate deem appropriate.
- 9 A Road Use Agreement may require a Person to pay such amounts, or post security in a form and amount, or both, as may be determined by the Executive Director of Operations or Designate in order to secure performance of the Person's obligations under the Road Use Agreement.
- 10 A Person shall not conduct Transport Operations for which the County, pursuant to Section 8, requires a Road Use Agreement until the Road Use Agreement has been executed and the County has received any required security.

Exemptions

- 11 The following vehicles and activities are exempted from the provisions of this Bylaw:
 - (1) Transport Operations along any County road that the County has designated as an Exempted Road. Exempted Roads are set out in Schedule "B" and amended from time to time;
 - (2) Regular public or school transportation routes;
 - (3) Family Farm operations including Family Farm operations using contracted farm services;

- (4) Vehicles and equipment required by the County and its contractors to construct, maintain and repair roads, and provide basic services;
 - (5) Transport Operations to address declared disasters; and,
 - (6) Emergency service vehicles as defined in the *Traffic Safety Act*.
- 12 Transport Operations exempted from a Road Use Agreement must still obtain any permits required under Section 13(1) of the *Traffic Safety Act* by contacting the County's haul permit service provider.

Operations

- 13 No Person shall conduct Transport Operations exceeding the Heavy Vehicle movement threshold established in Section 6 without a Road Use Agreement and/or hauling permits issued by the County through its service provider.
- 14 Family Farm operations are eligible for an Annual Agricultural Permit by contacting the County.
- 15 Any Person who has entered into a Road Use Agreement with the County shall comply with all provisions of the *Traffic Safety Act* and this Bylaw.
- 16 Where a Person has entered into a Road Use Agreement, failure to comply with this Bylaw can result in the suspension or termination of that Road Use Agreement, the application of penalties and may affect the ability of that Person to obtain future Road Use Agreements.
- 17 A Person who has entered into a Road Use Agreement with the County pursuant to this Bylaw shall comply with any term or condition of the Agreement. No Person shall contravene any term or condition of a Road Use Agreement without written approval from the County.
- 18 A Person shall produce a Road Use Agreement or haul permits when requested by an Enforcement Officer.
- 19 A Person shall not make any false or misleading statement or provide any false or misleading information to obtain a Road Use Agreement pursuant to this Bylaw.
- 20 The onus of proving a Road Use Agreement has been entered into in relation to any activity otherwise regulated, restricted or prohibited by this Bylaw is on the Person alleging the existence of such an Agreement on a balance of probabilities.
- 21 No new Road Use Agreements will be issued during the County's Annual Spring Road Ban Season.
- 22 Any active Road Use Agreements will be temporarily suspended during the County's Annual Spring Road Ban Season. Temporarily suspended Road Use Agreements will be re-instated thereafter.
- 23 Transport Operations that do not exceed the Heavy Vehicle movement thresholds established in Section 6 are permitted during the County's Annual Spring Road Ban Season.

All Heavy Vehicles during this time must haul at legal weight and adhere to the County's specified Road Bans.

Offences

- 24 It is an offence under this Bylaw to:
- 1) Conduct Transport Operations exceeding the Heavy Vehicle movement threshold established in Section 6 without a Road Use Agreement and/or hauling permits issued by the County through its service provider;
 - 2) Provide false or misleading information to the Executive Director of Operations or Designate regarding a Road Use Agreement;
 - 3) Fail to comply with the terms and conditions of a Road Use Agreement; and,
 - 4) Fail to produce a Road Use Agreement or haul permits when requested by an Enforcement Officer.
- 25 Where a violation of this Bylaw is continuing in nature, a violation constitutes a separate offence for each day or part day on which it continues.

General Penalty Provisions

- 26 In accordance with the *Municipal Government Act*, any Person that violates any provision of this Bylaw is guilty of an offence and is liable, upon conviction, to a maximum fine of \$10,000.

Minimum and Specified Penalties

- 27 The minimum and specified penalties for a violation of Section 24 of this Bylaw are set out in Schedule "A".
- 28 Any written warnings or monetary penalties for a violation of Section 24 of this Bylaw shall be applied to the Applicant identified in the Road Use Agreement.

Enforcement

- 29 Where a Enforcement Officer has reasonable grounds to believe that a Person has violated any provisions of this Bylaw, the Enforcement Officer may commence Court proceedings against such Person by:
- (1) Issuing the Person a Violation Ticket pursuant to the provisions of Part 2 and Part 3 of the Provincial Procedures Act; or,
 - (2) Swearing out an Information or Complaint against the Person.

- 30 Where a Enforcement Officer issues a Person a Violation Ticket in accordance with Sections 27 and 28 of this Bylaw, the Officer may either:
1. Allow the Person to pay the specified penalty as provided for the offence in Schedule “A” of this Bylaw by including such specified penalty in the Violation Ticket; or,
 2. Require a Court appearance of the Person where the Enforcement Officer believes that such appearance is in the public interest, pursuant to the provisions of Part 2 of the Provincial Procedures Act.
- 31 No provision of this Bylaw, nor any action taken pursuant to any provision of this Bylaw, shall in any way restrict, limit, prevent, or preclude the County from pursuing any other remedy in relation to an offence as may be provided by the *Municipal Government Act* or any other legislation of the Province of Alberta.

Strict Liability Offence

- 32 It is the intention of Council that all offences created by this Bylaw be interpreted to be strict liability offences.

Severability

- 33 Each provision of this Bylaw is independent of all other provisions. If any provision of this Bylaw is declared invalid for any reason by a Court of competent jurisdiction, the remaining provisions of this Bylaw will remain valid and enforceable.

Effective Date

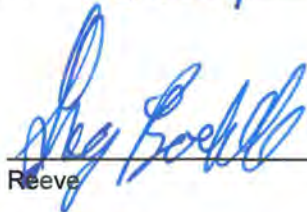
- 34 Bylaw C-8065-2020 is passed when it receives third reading and is signed by the Reeve or Deputy Reeve and the Chief Administrative Officer or Designate as per the *Municipal Government Act*.

READ A FIRST TIME IN COUNCIL this 14th day of July, 2020

READ A SECOND TIME IN COUNCIL this 14th day of July, 2020

UNANIMOUS PERMISSION FOR THIRD READING this 14th day of July, 2020

READ A THIRD TIME IN COUNCIL this 14th day of July, 2020



Reeve



Chief Administrative Officer or Designate

July 14, 2020

Date Bylaw Signed

Schedule "A" - Minimum and Specified Penalties

SECTION	OFFENCES	MINIMUM AND SPECIFIED PENALTY	SECOND OFFENCE	THIRD OFFENCE	FOURTH AND SUBSEQUENT OFFENCES
13	Exceed heavy vehicle movement threshold without an active RUA and/or haul permits	Written warning and suspension of transport operations until RUA executed and/or haul permits issued	\$ 2,000 and suspension of transport operations until RUA executed and/or haul permits issued	\$ 5,000 and prohibition from transport operations on County roads for six (6) months	\$ 10,000 and prohibition from transport operations on County roads for 12 months
17	Contravene any term or condition of RUA without written approval	\$ 500	\$ 500 and 24 hour suspension of transport operations	\$ 1,000 and one (1) week suspension of transport operations	\$ 2,000 and termination of RUA
18	Fail to produce a RUA or haul permits when requested by Enforcement Officer	\$ 500	--	--	--
19	Provide false and misleading information regarding a RUA	\$ 500	--	--	--

Schedule “B” – Exempted Roads

ROAD NAME	ROAD TYPE	DIVISION	LOCATION	EFFECTIVE DATE
RR 10 / BALZAC BLVD (From HWY 566 NORTH For 800m)	Resource Road-Paved	7	SE-13-26-1-W5M	03-15-2008
RR 43 (from COCHRANE TOWN LIMITS to COCHRANE LAKE WEST)	Resource Road-Paved	9	W-15,22-26-4-W5M	03-15-2008
RR 51 (from TR 252 to SHELL PLANT)	Resource Road-Paved	1	W-13-25-5-W5M	03-15-2008
RR 264 (from TR 274 to TR 280)	Resource Road-Paved	6	W-28,33-27-26-W4M	03-15-2008
RR 264 (from TR 280 to HWY 72)	Resource Road-Paved	6	W-4,9-28-26-W4M	03-15-2008
RR 271 (from HWY 9 to TR 270)	Resource Road-Paved	6	W-25,36-26-27-W4M	03-15-2008
RR 283 (from TR 250 NORTH for 800m)	CN Resource Road-Paved	5	SW-3-25-28-W4M	03-01-2013
RR 283 (from TR 232 to HWY 560)	Ban Free-FWD Tested-Paved	4	W-15,22-23-28-W4M	01-02-2018
RR 284 (from HWY 567 to TR 274)	Ban Free-FWD Tested-Paved	7	W-16,21-27-28-W4M	01-02-2018
RR 285 / 100 ST (from HWY 1 SOUTH 800m)	High Load Corridor-Paved	5	NW-20-24-28-W4M	05-05-2009
RR 285 / 100 ST (from HWY 1 to TR 250)	High Load Corridor-Paved	5	W-29,32-24-28-W4M	05-05-2009
RR 285 / 100 ST (from TR 250 to HWY 564)	High Load Corridor-Paved	5	W-5,8,17,20-25-28-W4M	05-05-2009
RR 285 (from HWY 22X to TR 222)	Resource Road-Paved	4	W-17,20,29-22-28-W4M	03-15-2008
RR 285 (from GLENMORE TR to 61 AVE SE)	Resource Road-Paved	5	W-29,32-23-28-W4M	06-14-2011
RR 285 (from 61 AVE SE to TR 240)	Industrial/Commercial-Paved	5	W-32-23-28-W4M	01-11-2018
RR 285 (from TR 240 to PEIGAN TR)	Industrial/Commercial-Paved	5	W-5-24-28-W4M	02-27-2017
RR 290 (from TR 260 to HWY 566)	High Load Corridor-Paved	7	W-6,7-26-28-W4M	03-10-2012
RR 291 (from HWY 566 to TR 260)	Resource Road-Paved	7	W-1,12-26-29-W4M	03-15-2008
RR 291 (from HWY 566 NORTH for 500m)	Industrial/Commercial-Paved	7	W-13-26-29-W4M	06-07-2016
RR 292 (from CROSSIRON DR to HWY 566)	Industrial/Commercial-Paved	7	IN-11-26-29-W4M	03-29-2012
RR 293 (from CROSSIRON DR to COL. ROBERTSON WAY)	Industrial/Commercial-Paved	7	NW-3-26-29-W4M	11-07-2016
TR 222 (from RR 285 EAST into BURNGO PIT)	Resource Road-Paved	4	S-17-22-28-W4M	03-15-2008
TR 232 (from RR 284 to HWY 791)	Resource Road-Paved	4	S-13,14,15,16-23-28-W4M	03-15-2008
TR 241B (from HWY 797 WEST for 2.0km)	Ban Free-FWD Tested-Paved	4	IN-10-24-27-W4M	02-27-2017
TR 250 (from CALGARY CITY LIMITS to RR 285)	CN Resource Road-Paved	5	S-6-25-28-W4M	11-08-2013
TR 250 (from RR 285 to RR 283)	CN Resource Road-Paved	5	S-5,4-25-28-W4M	03-01-2013
TR 252 (from JUMPING POUND RD to RR 50)	Resource Road-Paved	1	S-18-25-4-W5M	03-15-2008
TR 252 (from RR 50 to RR 51)	Resource Road-Paved	1	S-13-25-5-W5M	03-15-2008
TR 292 /ACME RD (from RR 10 to RR 13)	Resource Road-Paved	6	S-13,14,15-29-1-W5M	03-15-2008
TR 292 / ACME RD (from RR 290 to RR 10)	Resource Road-Paved	6	S-13,14,15-29-29-W4M	03-15-2008

ROAD NAME	ROAD TYPE	DIVISION	LOCATION	EFFECTIVE DATE
TR 292 / ACME RD (from RR 284 to RR 290)	Resource Road-Paved	6	S-17, 18-29-29-W4M	03-15-2008
GLENDALE RD (from HWY 766 to GRAVEL PIT)	Resource Road-Paved	9	IN-27, 28-26-3-W5M	03-15-2008
JUMPING POUND RD (from TR 244 to HWY 1)	Ban Free-FWD Tested-Paved	1	W-29, 32-24-4-W5M	01-02-2018
JUMPING POUND RD (from HWY 1 to TR 250)	Resource Road-Paved	1	NW-32-24-4-W5M	03-15-2008
JUMPING POUND RD (from TR 250 to TR 252)	Resource Road-Paved	1	W-5, 8-25-4-W5M	03-15-2008
PEIGAN TRAIL (from 84 ST SE to RR 285)	Industrial/Commercial-Paved	5	IN-6-24-28-W4M	09-17-2015
FRONTIER RD (from 84 ST to RR 285)	Industrial/Commercial-Paved	5	IN-6-24-28-W4M	02-27-2017
FRONTIER PLACE (SOUTH off FRONTIER RD)	Industrial/Commercial-Paved	5	IN-6-24-28-W4M	02-27-2017
FRONTIER CRESCENT (SOUTH off FRONTIER RD)	Industrial/Commercial-Paved	5	IN-6-24-28-W4M	02-27-2017
61 AVENUE SE (from 84 ST SE to RR 285)	Industrial/Commercial-Paved	5	IN-31-23-28-W4M	07-01-2011
KLEYSEN WAY (from 84 ST SE to DUFF DR)	Industrial/Commercial-Paved	5	IN-31-23-28-W4M	03-29-2012
DUFF DR (from KLEYSEN WAY to RYAN RD)	Industrial/Commercial-Paved	5	IN-31-23-28-W4M	03-29-2012
RYAN RD (from 61 AVE SE to KLEYSEN WAY)	Industrial/Commercial-Paved	5	IN-31-23-28-W4M	03-29-2012
WRANGLER DR (from 61 AVE SE to RYAN RD)	Industrial/Commercial-Paved	5	IN-31-23-28-W4M	03-29-2012
WRANGLER PLACE (NORTH off 61 AVE SE)	Industrial/Commercial-Paved	5	IN-31-23-28-W4M	03-29-2012
WRANGLER LINK (from WRANGLER WAY to 61 AVE SE)	Industrial/Commercial-Paved	5	IN-31-23-28-W4M	03-29-2012
WRANGLER WAY (from WRANGLER RD to 61 AVE SE)	Industrial/Commercial-Paved	5	IN-31-23-28-W4M	03-29-2012
WRANGLER RD (from 84 ST SE to 61 AVE SE)	Industrial/Commercial-Paved	5	IN-30, 31-23-28-W4M	03-29-2012
WRANGLER CRES (from WRANGLER AVE to WRANGLER RD)	Industrial/Commercial-Paved	5	IN-30-23-28-W4M	03-29-2012
WRANGLER AVE (from 84 ST SE to BLUEGRASS DR)	Industrial/Commercial-Paved	5	IN-30-23-28-W4M	03-29-2012
BLUEGRASS DR (from WRANGLER AVE to RR 285)	Industrial/Commercial-Paved	5	IN-30-23-28-W4M	03-29-2012
PRAIRIE PLACE (PAVED PORTION NORTH off WRANGLER RD)	Industrial/Commercial-Paved	5	IN-30-23-28-W4M	03-29-2012
NORMAN PLACE (WEST off RR 283)	Industrial/Commercial-Paved	4	IN-21-23-28-W4M	06-04-2018
CROSSIRON BLVD (from CROSSIRON DR to HWY 566)	Industrial/Commercial-Paved	7	IN-9-26-29-W4M	03-29-2012
BASS PRO WAY (from INT of CROSSIRON BLVD/CROSSIRON RD WEST 1.1km)	Industrial/Commercial-Paved	7	IN-9-26-29-W4M	03-29-2012
DWIGHT MCLELLAN TR (from 144 AVE SE to HWY 566)	Resource Road-Paved	7	IN-3, 10-26-29-W4M	08-01-2011
CENTURY DOWNS DR (from CROSSIRON DR to DWIGHT MCLELLAN TR)	Industrial/Commercial-Paved	7	IN-10-26-29-W4M	06-05-2017

ROAD NAME	ROAD TYPE	DIVISION	LOCATION	EFFECTIVE DATE
CROSSIRON RD (from CROSSIRON BLVD to DWIGHT MCLELLAN TR)	Industrial/Commercial-Paved	7	IN-9-26-29-W4M	03-29-2012
CROSSIRON DR (from HWY 2 to DWIGHT MCLELLAN TR)	Industrial/Commercial-Paved	7	IN-9,10-26-29-W4M	03-29-2012
CROSSPOINTE DR (from DWIGHT MCLELLAN TR EAST 400m)	Industrial/Commercial-Paved	7	IN-10-26-29-W4M	06-05-2017
CROSSIRON DR (from DWIGHT MCLELLAN TR to RR 292)	Industrial/Commercial-Paved	7	IN-10-26-29-W4M	06-05-2017
CROSSPOINTE RD (from DWIGHT MCLELLAN TR EAST 420m)	Industrial/Commercial-Paved	7	IN-10-26-29-W4M	06-05-2017
CROSSIRON DR (from RR 292 to RR 291)	Industrial/Commercial-Paved	7	IN-11-26-29-W4M	09-17-2015
NOSE CREEK BLVD (from CROSSIRON DR to COL. ROBERTSON WAY)	Industrial/Commercial-Paved	7	IN-4-26-29-W4M	11-07-2016
JAMES JONES WAY (from NOSE CREEK BLVD to RR 293)	Industrial/Commercial-Paved	7	IN-4-26-29-W4M	11-07-2016
COLONEL ROBERTSON WAY (from NOSE CREEK BLVD to RR 293)	Industrial/Commercial-Paved	7	IN-4-26-29-W4M	11-07-2016
WRITING CREEK CRES (from 144 AVE SE to NOSE CREEK BLVD)	Industrial/Commercial-Paved	7	IN-4-26-29-W4M	03-29-2012
WESTLAND DR (EAST off RR 292)	Industrial/Commercial-Paved	7	IN-11-26-29-W4M	03-29-2012
WAGON WHEEL LINK (from RR 292 to WAGON WHEEL BLVD)	Industrial/Commercial	7	IN-10-26-29-W4M	03-29-2012
WAGON WHEEL BLVD (WEST off WAGON WHEEL LINK)	Industrial/Commercial-Paved	7	IN-10-26-29-W4M	03-29-2012
WAGON WHEEL WAY (SOUTH off WAGON WHEEL BLVD)	Industrial/Commercial-Paved	7	IN-10-26-29-W4M	03-29-2012
WAGON WHEEL RD (from RR 292 to WAGON WHEEL CRES)	Industrial/Commercial-Paved	7	IN-11-26-29-W4M	03-29-2012
WAGON WHEEL VIEW (SOUTH off WAGON WHEEL RD)	Industrial/Commercial-Paved	7	IN-11-26-29-W4M	03-29-2012
WAGON WHEEL CRES (NORTH off WAGON WHEEL RD)	Industrial/Commercial-Paved	7	IN-11-26-29-W4M	03-29-2012
WAGON WHEEL CRES (from WAGON WHEEL RD to CROSSIRON DR)	Industrial/Commercial-Paved	7	IN-11-26-29-W4M	03-29-2012
HIGH PLAINS RD (from RR 291 to HIGH PLAINS BLVD)	Industrial/Commercial-Paved	7	IN-1-26-29-W4M	06-05-2017
HIGH PLAINS BLVD (from HIGH PLAINS RD NORTH 500m)	Industrial/Commercial-Paved	7	IN-1-26-29-W4M	06-05-2017

Schedule “C” – Definitions

- (1) **“Administration”** means the operations and staff of the County under the direction of the Chief Administrative Officer;
- (2) **“Annual Agricultural Permit”** means a permit provided by the County to Family Farm operations to haul feed, seed, grain, livestock, fertilizer and hay/straw on any County roads at one increment above the posted Road Ban;
- (3) **“Chief Administrative Officer”** means that individual appointed by Council into the position of Chief Administrative Officer for the County pursuant to the *Municipal Government Act*;
- (4) **“Annual Spring Road Ban Season”** means a time period, typically from early March to early June, during which time the County’s road system is subject to Road Bans;
- (5) **“Confined Feeding Operation”** means fenced or enclosed land or buildings where livestock are confined for the purpose of growing, sustaining, finishing or breeding by means other than grazing, but does not include residences, livestock seasonal feed and bedding sites, equestrian stables, auction markets, racetracks or exhibition grounds;
- (6) **“Commercial Agricultural Operation”** means agricultural operations that do not meet the definition for a Family Farm. Typical operations include Confined Feeding Operations, large-scale crop and livestock production, and agricultural processing, distribution and service providers.
- (7) **“Council”** means the duly elected Council for the County;
- (8) **“County”** means Rocky View County as a municipal corporation and the geographical area within its jurisdictional boundaries, as the context requires.
- (9) **“Court”** means a Court of competent jurisdiction in the Province of Alberta;
- (10) **“Designate”** means any Executive Director, Manager, Enforcement Officer or County employee authorized by the Chief Administrative Officer to act on behalf of the County;
- (11) **“Enforcement Officer”** means a member of the Royal Canadian Mounted Police (R.C.M.P.), a Peace Officer appointed by the Solicitor General of Alberta in accordance with the *Peace Officers Act* S.A. 2006, c P-3.5, or Bylaw Enforcement Officer employed by the County in accordance with the *Municipal Government Act*;
- (12) **“Exempted Roads”** means roads along the County’s road system for which a Road Use Agreement will not be required on the basis that the roads have been designed and constructed to accommodate heavy hauling. These roads include commercial, industrial or resource roads, high load corridors or ban free FWD Tested Roads.

- (13) **“Family Farm(s)”** means any farm that is not managed by a commune, co-operative or non-family corporation.
- (14) **“FWD Tested Roads”** means roads whose load carrying capacity have been determined through Falling Weight Deflectometer testing.
- (15) **“Heavy Vehicle”** means a vehicle exceeding any one of the following: two (2) axles, 11 metres in length or a maximum allowable weight of 4,500 kilograms.
- (16) **“Municipal Government Act”** means the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended from time to time;
- (17) **“Natural Resources”** means raw materials that include oil and gas, peat, sand and gravel, silt, clay, marl, limestone, gypsum, other precious and semi-precious minerals, timber and coal;
- (18) **“Person(s)”** means any individual or business entity including a firm, joint venture, proprietorship, association, corporation, organization, partnership, company or society and any other legal entity;
- (19) **“Road Ban”** means weight restrictions that reduce the maximum axle weight allowed on any carrying axle of a truck or trailer by a percentage specified by the County;
- (20) **“Road Use Agreement”** (RUA) means a written agreement between the County and the Persons wishing to conduct Transport Operations on County roads;
- (21) **“Traffic Safety Act”** means the *Traffic Safety Act*, R.S.A. 2000, Chapter T-6, as amended from time to time;
- (22) **“Transport Operations”** means the transportation of people, goods, materials and/or equipment; and,
- (23) **“Violation Ticket”** means a ticket issued pursuant to Part II or Part III of the *Provincial Offences Procedure Act*, R.S.A. 2000, c. P-34, as amended from time to time.

ROAD USE AGREEMENT

MEMORANDUM OF AGREEMENT made in duplicate this date _____ day of _____, 2021

BETWEEN: Wheatland County
a Municipal Corporation having offices east of the
Town of Strathmore, Province of Alberta
(hereinafter referred to as the "Municipality")

AND: _____

(hereinafter referred to as the "Contractor")

The term of this Agreement will be from the Date Signed to December 2021

RE: Road Use Agreement for Construction, Intensive Truck Haul, Oil Field Activity, etc.

This Agreement will cover all requests that pertain to construction, intensive truck haul and oil field activity. Wheatland County will be notified with a description of proposed work including number of vehicles, type and intensity of vehicles and equipment used, a map with route being travelled, time frame, and location prior to work commencing. Approvals will be issued by Wheatland County staff and added to this agreement throughout the year. All further requests throughout the current year will be reviewed and if approved, added to the current Road Use Agreement

AND WHEREAS the Contractor's use of the Road(s) may cause significant damage or changes to the Road(s);

AND WHEREAS the Municipality is the local road authority having jurisdiction regarding the Road(s);

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. Prior to the commencement of the Contractor's work, a representative of the Municipality will inspect the Road(s) and record his findings in an Inspection Report.
2. The Contractor shall provide a copy of the Engineered Plans or Haul Notification detailing the scope of work to be conducted including a list of construction equipment to be utilized and the volume of materials to be hauled onto or out of the site and the proposed route.
3. The Municipality, at its sole discretion, will establish the haul route for the transfer of materials. The Municipality reserves the right to change the haul route at any time for any reason.
- 4.

ROAD USE AGREEMENT

5. The Contractor shall provide to the Municipality all contact information for the Sub-Contractors working on the project and the Contractor will be responsible for any and all actions or damages of or caused by the Sub Contractors retained or hired by the Contractor.
6. The Contractor shall be responsible for dust control on any road or sections of road which forms part of the haul route (the "Haul Roads") unless the Municipality advises to the contrary in writing.
7. The Contractor shall provide copies of all permits and approvals from Alberta Environment, Department of Fisheries and Oceans, Department of Navigable Waters, as well as any other governing agency, associated with the Contractor's work.
8. The Contractor shall be responsible for repairing or paying for the repairs to the Haul Roads as a result of the Contractor's operations or any damage caused thereby. Any damage or change in condition of the Haul Road(s) not recorded in the Inspection Report shall be deemed to have been caused by the Contractor.
9. **The Contractor shall provide to Wheatland County an unconditional and irrevocable Letter of Credit ("LOC"), in a form and from a financial institution to be approved by the County, or a cash deposit, in minimum the amount of \$5,000.00 (five thousand dollars) prior to the commencement of the truck haul and the movement of any equipment (the requirement for a L.O.C. and the amount are at the discretion of Public Works) (the amount of the L.O.C. will be based on the type of road surface, the length of the road, and the condition of the road).**

It is a further condition of the LOC that it shall be deemed to be automatically extended without amendment for one year from the present or any future expiration date hereof unless at least 30 days prior to any such expiration date, the Municipality notifies the Contractor in writing by registered mail that the Municipality elects not to consider the LOC renewed.

10. The contractor shall indemnify and hold harmless the Municipality and its servants, agents, employees and representatives from and against all claims, demands, damages, payments, suits, actions, recoveries and judgements or every nature and description brought against the Municipality, or the Contractors or their agents, employees or Sub-Contractors in the repairing, the maintenance or usage of the Road(s) and this indemnification shall survive the expiry of this agreement.
11. The Contractor shall provide and maintain comprehensive general liability insurance in an amount not less than \$5,000,000.00 inclusive per occurrence. The Municipality is to be added as an additional insured under this policy for any and all claims arising out of the Contractor's operations (including Sub-Contractors retained by the Contractor). The policy shall be endorsed to state it is primary and will not require pro rata sharing of any loss by any insurer of the Municipality. Evidence of such insurance, in a form acceptable to the Municipality, shall be provided to the Municipality prior to the commencement of any activity.

The Contractor shall provide and maintain automobile insurance on all vehicles owned, operated, or licensed in the name of the Contractor (or Sub-Contractors in his hire) in an amount not less than \$5,000,000.00.

ROAD USE AGREEMENT

12. All trucking shall comply with legal weight restrictions and shall take place between the hours of 7AM and 7PM, Monday through Saturday.
13. The Contractor shall comply with all safety regulations under the Occupational Health and Safety Act, all pertinent Provincial regulations, municipal bylaws and the Municipality's policies regarding Traffic Accommodation Strategies, public safety and consideration for the general public.
14. The Contractor shall be responsible for all amounts due to Workers' Compensation in accordance with the Workers' Compensation Act.
15. Wheatland County may suspend or cancel this agreement at any time if deemed necessary by the Public Works Department due to excessive damage to the haul road, or a breach of this agreement.

In the event that this agreement is suspended or cancelled, the Contractor shall cease operations immediately. **In the event the Contractor does not cease using the Road(s) after the suspension or cancellation of this agreement, at the discretion of the Public Works Department, the Contractor will pay the Municipality \$1,000.00 (one thousand dollars) for every trip made by the Contractor after the expiry or suspension of this agreement.** Issuance of a cease operation directive may be verbal or written and may be given to the Contractor or any employee of the hauling company.

16. This agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns;
17. This agreement may be terminated should the Contractor fail to immediately comply with any of the above terms or conditions.

ROAD USE AGREEMENT

IN WITNESS WHEREOF I/We understand and agree to the terms and conditions of this Agreement:

Contractor: _____
Signature Name (printed)

Contractor Information:

Contact Number Contact Number

Email Address

Date: _____

This Road Use Agreement is hereby accepted and approved on behalf of the Municipality:

Approval Authority: _____
Signature Name (printed)

Approval Authority: _____
Signature Name (printed)

Date: _____



BY-LAW NO. 812-2018

ROAD USE AGREEMENT BYLAW OF THE TOWN OF FOX CREEK

A by-law of the Town of Fox Creek, in the Province of Alberta, to establish the procedure required for obtaining and maintaining Road Use Agreements within the corporate boundaries of the Town of Fox Creek.

WHEREAS the Municipal Government Act, Statutes of Alberta, 2000, Chapter M-26. and amendments thereto, provides that a municipality has the direction, control and management of all roads within its boundaries, excepting there out all Provincial Highways which are located within the boundaries of the Town of Fox Creek and are subject to the direction, control and management of the Minister as determined under Section 16 of the Government Organization Act;

WHEREAS the Council of the Town of Fox Creek, in order to protect the integrity of municipal roads without imposing weight restrictions deems it appropriate that Prime Contractors or Subcontractors carrying on certain activities within the boundaries of the Town of Fox Creek may be required to enter into Road Use Agreements respecting roads utilized in projects and to purchase permits to access roads utilized.

NOW THEREFORE the Council of the Town of Fox Creek duly assembled, hereby enacts as follows:

1. That this By-law shall be known as the “ROAD USE AGREEMENT BYLAW”.
2. Definitions: these words shall have the following meanings within the context of this bylaw:
 - i) **Prime Contractor** means a person or entity with primary responsibility or authority for any of the types of projects described in Schedule B, which will use Town roads;
 - ii) **Road Use Agreement (RUA)** shall mean an Agreement duly endorsed by the Town of Fox Creek and the Prime Contractor or Sub Contractor which establishes the responsibilities of both parties when accessing/travelling roads situated within the Town boundaries for purposes related to particular projects.
 - iii) **Road Ban** shall mean restrictions for travel which have been or may be placed on roads within the Town to protect the integrity of the road system during certain conditions and times when these roads are subject to damage;
 - iv) **Subcontractor** means a person or entity which is contracted by, affiliated with, or authorized by a Prime Contractor to perform some or all of a project described in Schedule B, which will use Town roads;
3. Schedule “A” being the “Town of Fox Creek Road Use Agreement” is attached to and forms part of this Bylaw.
4. Schedule “B” being the conditional requirements for types of projects and addressing road damage and restoration is attached to and forms part of this Bylaw.
5. Schedule “C” being the specified penalties for offenses under this Bylaw is attached to and forms part of this Bylaw.
6. Authority to determine when a permanent or temporary road ban is necessary, or when a Road Use Agreement shall be required rather than a road ban, is delegated to the Town Chief Administrative Officer or his delegate.
7. Prime Contractors and Subcontractors shall contact the Town of Fox Creek prior to commencing a project described in Schedule “B,” obtain the required inspections and determine if a Road Use Agreement is required.
8. It is an offence for a Prime Contractor or Subcontractor to commence, or cause, allow or permit to be commenced, a project described in Schedule “B” without having complied with the requirements of section 7 of this Bylaw.
9. If the Chief Administrative Officer or his delegate determines a Road Use Agreement is required,

a Prime Contractor or Subcontractor shall enter into a Road Use Agreement with the Town of Fox Creek in the form contained in Schedule "A", or such other form as is agreed upon by the Chief Administrative Officer or his delegate and the Prime Contractor or Subcontractor, prior to commencing the project.

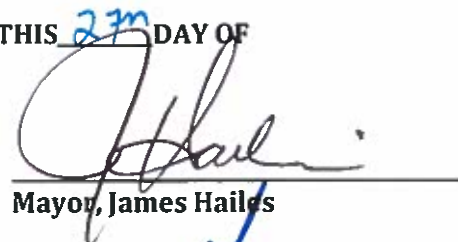
10. If a Road Use Agreement is required pursuant to section 9 of this Bylaw, it is an offence for a Prime Contractor or Subcontractor to commence, or cause, allow or permit to be commenced, the project prior to entering into the Road Use Agreement.
11. Any person who contravenes, or causes, allows or permits a contravention of, a Road Use Agreement entered into pursuant to this Bylaw commits an offence.
12. Any person who contravenes, or cause, allows or permits a contravention, any provision of this Bylaw, commits an offense.
13. A person who is guilty of an offence shall pay the applicable penalty amount specified in Schedule "C" or a minimum penalty of \$1,000.00 for a first offense and \$2,500.00 for any subsequent offense for which a fine is not otherwise established in Schedule "C".
14. In the case of an offence that is a continuing nature, a contravention constitutes a separate offense in respect of each day, or part of a day, on which it continues and a person guilty of such an offence is liable to fine in the amount specified for the first offense and each subsequent offense.
15. Bylaw 804-2018 and all amendments thereto are hereby repealed.
16. That this by-law shall take effect on the date of its final passage by Council.

READ A FIRST TIME THIS 27th DAY OF June, A.D. 2018.

READ A SECOND TIME THIS 27th DAY OF June, A.D. 2018.

HOLD A THIRD AND FINAL READING THIS 27th DAY OF June, A.D. 2018

READ A THIRD AND FINAL TIME AND FINALLY PASSED THIS 27th DAY OF June A.D. 2018.



Mayor, James Hailes



Chief Administrative Officer, Roy Dell

SCHEDULE "A"

Town of Fox Creek ROAD USE AGREEMENT

Prime Contractor or Subcontractor (the "Contractor"): _____

RUA Reference: _____

Address _____

Contact Person _____ **Position** _____

Phone (Office) _____ **Cell** _____ **Fax** _____

E-Mail Address _____

CONDITIONS OF THE ROAD USE AGREEMENT (RUA):

1. This Agreement will be in effect from the date of authorization to December 31 of the year in which it was authorized/entered. This RUA is binding upon successors and assignees and is subject to notification of any changes. This Agreement and the conditions listed herein apply to but are not limited to the following project types: Drilling Rig Moves, Service Rig Moves, Well Completion/Stimulation Project Notification, road use pertaining to Pipeline Construction and Well Lease Construction, Gravel, Frack Sand, Soil, Matting or Water Hauls and Log Hauls.
2. Vehicle weights on Town roads shall not exceed the seasonable Provincial allowable limits unless approved by permit.
3. A minimum of 24 hours notification is required **PRIOR** to move for all Well Servicing Projects.
4. A minimum of 24 hours notification is required **PRIOR** to move for all Drilling Rig Moves Projects.
5. No parking of **ANY** vehicles or components on Town road adjacent to the location of any work or activity to which the hauling relates will be permitted or authorized.
6. Any damages or excess maintenance requirements caused by trucks or equipment operating under this Agreement shall be the responsibility of the Contractor. The Town of Fox Creek reserves the right to assign costs should the damage be the result of use by multiple contractors.
7. The Contractor agrees to reimburse the Town for any work deemed necessary for safe public passage as a result of the activity to which this RUA applies.
8. All moves are to take place on **DRY TRACK ONLY**, unless otherwise authorized.

9. The Town is **NOT** responsible for any injury, loss or damage sustained by the Contractor, its employees or agents as a result of this activity.
10. It is the responsibility of the Contractor, or their agent, to contact Alberta Transportation, Alberta Environment, the Natural Resources Conservation Board or any other agencies to obtain any necessary and required approvals.
11. This Agreement may be suspended or revoked until such time as operations are in compliance with the above noted conditions and the conditions listed in Schedule "B" of the Agreement.
12. Prior to or at the time of execution of this Agreement the Contractor shall provide security to the Town, in an amount and in a form and on terms and conditions satisfactory to the Town, for the performance of the Contractor's obligations under this Agreement. In the event that the Contractor is in default of any term or condition of this Agreement and has not remedied the default within forty-eight (48) hours of being advised by the Town to do so ,then the Town is entitled to payment from and may without restriction unilaterally draw upon the security provided by the Contractor under this Agreement.
13. The Contractor shall provide and maintain comprehensive general liability insurance with respect to its operations with an insurer and in an amount and on terms and conditions satisfactory to the Town, which may include the requirement that the Town be named as an additional named insured and the policy not be capable of cancellation without prior written notification to the Town. Proof of compliance with the requirements of this provision shall be provided to the Town prior to or at the time of this Agreement.

I hereby acknowledge that I am authorized to act on behalf of the Prime Contractor or Subcontractor named above and in consideration of the Town of Fox Creek CAO or his designate not placing temporary or permanent weight limit restrictions on any and all roads subject to this Agreement, request approval for the Prime Contractor or Subcontractor to use roads within the Town of Fox Creek. By signing this Road Use Agreement, the Prime Contractor or Subcontractor accepts the above stated conditions, the conditions referenced in Schedule "B" and any additional attached conditions when required.

Name: _____ Company Rep.
 Signature: _____ Date: _____

Name: _____ Fox Creek Designate.
 Signature: _____ Date: _____

SCHEDULE "B"**TO ROAD USE AGREEMENT BYLAW 812-2018****PURPOSE:**

The purpose of the Town of Fox Creek Road Use Agreement Schedule "B" to Bylaw 812-2018 is to protect infrastructure within the Town and to protect the motoring/travelling public. Specifically, the RUA and the conditions contained in Schedule B will enable Prime Contractors and Subcontractors to better understand the required parameters when using Town roads thereby helping to reduce or avoid conflict, time restraints and damage to the roads.

All Prime Contractors or Subcontractors shall purchase permits for travel and use of Town Roads. Permit Fees collected are to be used to maintain the Towns infrastructure.

PERMITS:**Drilling Rig Permits:**

All Drilling Rig Moves within the Town of Fox Creek using Town roads are required to pay a road inspection fee as outlined in the Town of Fox Creek "Approved Schedule of Fees" for both the pre and post move road inspections, purchased through the Town of Fox Creek. This fee may be subject to change without notice. During Drilling Rig Moves, it is imperative that SAFETY be the number one priority for the entire duration of the Rig Move and over the entire route. In that regard, the conditions of the Permit must be adhered to at all times. The Prime Contractor or Subcontractor is responsible for any road grading, gravelling or dust control on the Town roads used during the Drilling Rig Move. Any damage caused by the Prime Contractor, Subcontractor, or its employees, contractors or subcontractors related to the Drilling Rig move will be assessed by the Town's Superintendent of Public Works or his designate. Any damage requiring repair becomes the responsibility of the Prime Contractor or Subcontractor.

Service Rig Permits:

All Service Rig moves within the Town of Fox Creek are required to pay a road inspection fee as outlined in the Town of Fox Creek's "Approved Schedule of Fees" for each of the road inspections required for the move into and move out of the service location, purchased through the Town of Fox Creek. This fee may be subject to change without notice. During Service Rig Moves, it is imperative that SAFETY be the number one priority for the duration of the entire Rig Move and over the entire route. In this regard, the conditions of the permit must be adhered to at ALL times. The Prime Contractor or Subcontractor is responsible for any road grading, gravelling or dust control on the Town roads used during the Service Rig Move. Any damage caused by the Prime Contractor, Subcontractor or its employees, contractors or sub-contractors related to the Service Rig move will be assessed by the Superintendent of Public Works or his designate. Any damage requiring repair becomes the responsibility of the Prime Contractor or Subcontractor.

Soils, Frack Sand, Matting, Gases, Fluids, or Tank Hauls Permits:

All hauls of soils, frack sand, matting, gases, fluids or tanks where convoys of one (1) or more truck/trailer combinations are travelling in convoy to the same location are required to purchase a haul permit from the Town of Fox Creek.

Haul Permit Fee

The Prime Contractor or Subcontractor using Town roads for truck/trailer combination hauls, shall pay the Town \$35/day per truck/trailer combination. This fee is to be paid within the 24 hour notification period at the Town of Fox Creek Office, or on the Town of Fox Creek's website.

Staging/Parking Permit Fee.

The Prime Contractor or Subcontractor using Town roads or lands owned by the Town as a staging/parking area for truck/trailer combinations shall pay the Town \$35/day per truck/trailer combination. This fee is to be paid within the 24 hour notification period at the Town of Fox Creek Office, or on the Town of Fox Creek's website.

If you have purchased a Haul Permit, the Town of Fox Creek may waive the Staging/Parking Permit Fee.

Logging Haul Permit:

Any log hauling not covered by another specific agreement in which one (1) or more truck/trailer combinations are travelling in convoy to or from the same site that use the Town of Fox Creek roads are required to purchase a Logging Permit.

The Prime Contractor or Subcontractor or subcontractor using Town roads for truck/trailer combination log hauls shall pay the Town \$50/day per truck/trailer combination. This fee is to be paid within the 24 hour notification period at the Town of Fox Creek Office, or on the Town of Fox Creek's website.

NOTIFICATIONS:**Well Servicing:**

All Well Servicing Projects where convoys of two (2) or more truck/trailer combinations are travelling in convoy to the same location are required to give the Town of Fox Creek a minimum of **24 hours** notification. Mandatory Notification for Well Servicing Road Use must be submitted to the Town of Fox Creek.

It is imperative that **SAFETY** be the number one priority for the duration of the entire process and over the entire route. To avoid the possibility of motor vehicle collisions, and to allow for normal traffic flow, there will be no parking of any vehicles on the Town roads adjacent to the location where Well Servicing is taking place. As well, the conditions shown on the notification must be adhered to at all times. The Prime Contractor or Subcontractor is responsible for any road grading, gravelling or dust control during the period of Well Servicing. Any damage caused by the Prime Contractor, Subcontractor or its employees, or sub-contractors related to the Well Servicing will be assessed by the Superintendent of Public Works or his designate. Any damage requiring repair becomes the responsibility of the Prime Contractor or Subcontractor.

Pipelining:

All Prime Contractors responsible for Pipeline Projects within the Town of Fox Creek must give a minimum of **24 hours** notification before beginning work. Mandatory notification must be submitted to the Town of Fox Creek.

To avoid the possibility of motor vehicle collisions, and to allow for normal traffic flow, there will be no parking of any vehicles on the Town of Fox Creek roads adjacent to the Pipeline crossing location. The Prime Contractor is responsible for any road grading, gravelling or dust control on the Town of Fox Creek roads used during the period of Well Servicing. Any damage caused by the Prime Contractor, Subcontractor or its employees, contractors or sub-contractors related to the Pipeline Construction will be assessed by the Superintendent of Public Works or his designate. Any damage requiring repair becomes the responsibility of the Prime Contractor or Subcontractor.

Soils, Frack Sand, Matting, Gases, Fluids, or Tank Hauls:

All hauls of soils, frack sand, matting, gases, fluids or tanks where convoys of one (1) or more truck/trailer combinations are travelling in convoy to the same location are required to give a minimum of **24 hours** notification to the Town of Fox Creek. Mandatory Notification must be submitted to the Town of Fox Creek.

The conditions shown on the notification must be adhered to at all times. It is imperative that **SAFETY** be the number one priority for the duration of the entire process and over the entire route. To avoid the possibility of motor vehicle collisions, and to allow for normal traffic flow, there will be no parking of any vehicles on the Town of Fox Creek roads adjacent to the location where this work is taking place.

The Prime Contractor or Subcontractor is responsible for any road grading, gravelling or dust control on Town roads used during the haul project. Any damage caused by the Prime Contractor or Subcontractor, its employees, contractors or subcontractors related to the hauls will be assessed by the Superintendent of Public Works or his designate. Any damage requiring repair becomes the responsibility of the Prime Contractor or Subcontractor.

Logging:

Any Log Hauling not covered by another specific agreement in which one (1) or more truck/trailer combinations are travelling in convoy to or from the same site in the Town of Fox Creek, are required to give to the Town a minimum of **24 hours** notification. Mandatory Notification must be submitted to the Town of Fox Creek.

The conditions shown on the notification must be adhered to at all times. It is imperative that **SAFETY** be the number one priority for the duration of the entire process and over the entire route. To avoid the possibility of motor vehicle collisions, and to allow for normal traffic flow, there will be no parking of any vehicles on the Town of Fox Creek roads adjacent to the location where this work is taking place.

The Prime Contractor or Subcontractor is responsible for any road grading, gravelling or dust control during the period of the long haul. Any damage caused by the Prime Contractor, Subcontractor or its employees, or sub- contractors related to the long haul will be assessed by the Superintendent of Public Works or his designate. Any damage requiring repair becomes the responsibility of the Prime Contractor or Subcontractor.

Road Damage and Restoration:

All road damage caused by a Prime Contractor or Subcontractor must be reported to the Town of Fox Creek Public Works Department as soon as it occurs. This included such things as soft spots and holes on the travelled portion or damage along the shoulders of the travelled portion. An inspection of the damage will be carried out as soon as practicable by the Superintendent of Public Works or his designate, and direction given as to the details of the repairs. The repairs are the sole responsibility of the Prime Contractor or Subcontractor and the Public Works Department shall be contacted when the repairs have been completed.

The information collected in this agreement is authorized under Section 33(c) of the *Freedom of Information and Protection of Privacy* (FOIP) Act and will adhere to the access and privacy provisions of the Act. Contact information may be shared for related purposes; if you have any questions regarding the collection and use of information, contact the FOIP Coordinator at 780-622-3896.

SCHEDULE "C"
ROAD USE AGREEMENT
SPECIFIED PENALTIES

Section	Penalty	Offense Description
<u>Bylaw 812-2018</u>		
Section 7	\$1000.00	Contractor failed to contact Town to obtain required inspection/purchase permits.
Section 13	See Below	Violate any section/ provision of the Bylaw including Schedule "A" or Schedule "B" of this Bylaw
1 st Offense	\$1000.00	
2 nd Offense	\$2500.00	
3 rd Offense	\$5000.00	
4 th Offense	\$10,000.00	
<u>Schedule "A"</u>		
Section 2	\$1000.00	Exceed the Seasonal Provincial Allowable Weight Limits.
Section 3	\$350.00	Fail to give 24 hour notice prior to move Well Servicing Projects.
Section 4	\$350.00	Fail to give 24 hour notice prior to move Drilling Rig Project.
Section 5	\$250.00	Parked vehicle/ component on Town Road adjacent to project.
Section 7	\$10,000.00	Refuse to reimburse Town for any work repaired by town.
Section 8	\$1000.00	Track on Roadway
<u>Schedule "B"</u>		
	\$310.00/ Unit	Fail to purchase a haul/staging/parking permit.
	\$500.00/ Unit	Fail to purchase a Log Haul Permit.
Drilling Rig Permits	\$500.00	Road Inspection fee PRE Rig Move
Drilling Rig Permits	\$500.00	Road Inspection fee POST Rig Move
Service Rigs	\$250.00	Road Inspection fee PRE Rig Move
Service Rigs	\$250.00	Road Inspection fee POST Rig Move

ROAD USE AGREEMENTS

PROCEDURES

There are seven (7) different categories under which a hauler may be required to enter into a Road Use Agreement with the Municipal District of Westlock.

Note: Road Use Agreements are required when extraordinary and/or extensive use of the municipal road system occurs.

1. Oilfield Industry
2. Log Haul Industry
3. Sand & Gravel Industry
4. Livestock Industry
5. Fertilizer Industry
6. Other Industries
7. Development Commercial/Industrial/Intensive Livestock

1. Oilfield Industry

- Oilfield companies must sign Road Use Agreements prior to any activities.
- No bond is required.

Note: Oil companies may supply their own grader. Any work done by their grader will be done to municipal standards as determined by the Public Works Superintendent.

2. Log Haul Industry

- Any individual or corporation wishing to haul logs will be required to enter into a Road Use Agreement.

- **Bond required:**

◆ 1 - 10 loads	\$1,000.00
◆ 11 - 50 loads	\$5,000.00
◆ 50+ loads	\$10,000.00

Note: If hauler supplies their own grader, the bond may be reduced by 50%. Any work done by the grader will be done to Municipal standards as determined by the Public Works Superintendent.

3. Sand & Gravel Industry

- Road Use Agreements will be required before commencement of hauls.
- Bond required:

◆ 1 - 10 loads	\$1,000.00
◆ 11 - 50 loads	\$5,000.00
◆ 50+ loads	\$10,000.00

Note: If hauler supplies their own grader, the bond may be reduced by 50%. Any work done by the grader will be done to Municipal standards as determined by the Public Works Superintendent.

4. Livestock Industry

- Contractors or custom haulers of manure, silage or alfalfa are required to enter into a Road Use Agreement.
- Bond required:
 - ◆ 1 - 50+ loads \$3,000.00

Note: If contractors or custom haulers supply their own grader, the bond may be reduced by 50%. Any work done by their grader will be done to municipal standards as determined by the Public Works Superintendent.

5. Fertilizer Industry

- Retailers of fertilizer products whose business involves the hauling of such products within the Municipal District of Westlock will be required to enter into a Road Use Agreement (anhydrous ammonia tanks, dry fertilizer, etc.).
- Bond required:
 - ◆ 1 - 50+ loads \$3,000.00

Note: If haulers supply their own grader, the bond may be reduced by 50%. Any work done by their grader will be done to municipal standards as determined by the Public Works Superintendent.

6. Other Industries

- Any industry not covered in the above categories that anticipate excessive use of the municipal roads must enter into a Road Use Agreement at the discretion of the Bylaw Officer.
- Bond required:
 - ◆ 1 - 10 loads \$1,000.00
 - ◆ 11 - 50 loads \$5,000.00
 - ◆ 50+ loads \$10,000.00

Note: If haulers supply their own grader, the bond may be reduced by 50%. Any work done by their grader will be done to municipal standards as determined by the Public Works Superintendent.

7. Development Commercial/Industrial/Intensive Livestock

- The developer will be required to enter into a Road Use Agreement for construction of the operation only, at the discretion of the Bylaw Officer.
- The Bylaw Officer will consult with the Public Works Superintendent as to the anticipated impact on the infrastructure.
- Bond required:
 - ◆ Minimum \$3,000.00

Note: If developer supplies their own grader, the bond may be reduced by 50%. Any work done by their grader will be done to municipal standards as determined by the Public Works Superintendent.

Department:
Public Works & Engineering

Section:
OP - Operations

OP-02 Road Use Agreement

Policy Statement

Road Use Agreements are in place to protect County infrastructure and ensure that residents of Leduc County receive the least impact possible while still allowing business to function on Leduc County roads.

Definitions

Road: means any street, road or highway under the direction, control and management of Leduc County shown as a road on a plan of survey filed and registered with Land Titles or land used a public road, and includes a bridge forming a part of the public road and any structure incidental to the road.

Master Road Use Agreement: “MRUA” the overarching agreement signed by the company and the County which describes the legal obligations to the County for road use within its boundary and is completed with either a Long Term Permit or a Short Term Permit as determined by the Director, Public Works & Engineering or their designate. This agreement shall be renewed yearly. This agreement from time to time may be amended by the Director, Public Works and Engineering or his or her designate

Long Term Permit: means a “Schedule A” agreement provided by the Director, Public Works & Engineering or their designate that is for extended periods of time which states the route and conditions surrounding the road use agreement.

Short Term Permit: means a permit issued by Leduc County’s permit provider for multiple legal loads, drilling rigs or other movements as determined by the Director, Public Works & Engineering or their designate that require inspection, bonding and serve as an attachment to the MRUA.

Bonding: as a requirement of road use agreements, security in the form of bonds, irrevocable letters of credit or certified cheques to be used to pay for road damages. The amount of bonding shall not exceed 50% of the current cost of rebuilding the total length of the road assigned in accordance with the road use agreement.

Service Level Standards

Prior to undertaking any business, operation, activity or development, applicants must inquire with the Public Works Department to determine if a Road Use Agreement is required. Conditions that may require a Road Use Agreement include, but are not limited to:

- multiple loads (in excess of 5 loads per week, and/or continuing beyond the designated week), and/or
- excessive loads in terms of weight and/or
- heavy or oversized loads which exceed a road ban issued by Leduc County and/or
- in Leduc County’s sole judgement that damage may occur if subjected to the loads,

Persons or businesses as defined by Bylaw 27-18 who fail to obtain a road use agreement may be subject to fines as per Traffic Bylaw 27-18 or the latest revision thereof.

A road use agreement includes:

- Master Road Use Agreement
- A Long Term Permit and/or A Short Term Permit
- Bonding as determined by the Director, Public Works and Engineering or their designate.

Subject to applicant providing all required information including bonding, Leduc County will provide and process a Road Use Agreement within two business days.

Approved Date:	Motion No:	Page No.
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Department: Public Works & Engineering	Section: OP - Operations
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A person or business who has entered into a MRUA with Leduc County shall comply with all terms and conditions of the road use agreement. If found to be in default of the terms and conditions of the same, the Director, Public Works and Engineering or their designate may either suspend or terminate the road use agreement.

Authority/Responsibility

The *Director, Public Works & Engineering* is responsible for maintaining & updating this policy and ensuring that the appropriate resources are available to meet the service levels.

The *Manager, Operations* is responsible for ensuring that the appropriate staff adheres to this policy.

Monitoring & Updating

Administration will provide updates to Council members monthly at Public Works Committee.

This Policy shall be reviewed every two years

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Road Operations			
Item	Amount	GST	Total
Aggregate payment levy (Bylaw 04-20):			
All sand and gravel operators in the County shall report their shipments, in tonnes, from each individual pit on a quarterly basis, within 14 days after March 31, June 30, September 30, and December 31 each year as per section 7 Bylaw 04-20	\$0.40 /tonne of sand and gravel Uniform Levy Rate	exempt	TBD
Late reporting penalties shall be added to the current community aggregate payment levy for failing to report the shipping amount in accordance with the timeframe specified in section 7 of Bylaw 04-20:			
First occurrence	\$150.00	exempt	\$150.00
Second occurrence	\$250.00	exempt	\$250.00
Third and subsequent occurrences	\$500.00	exempt	\$500.00
Late payment penalties on overdue account balances are equal to 2.6% per month of the outstanding balance owing on aggregate levy accounts per Schedule B	2.6%	exempt	TBD
Snow plowing - after 3 free plows:			
per 1/2 hour or part thereof (minimum \$50)	\$50.00	\$2.50	\$52.50
Rural road surfacing contribution (per lot)	\$8,325.00	\$416.25	\$8,741.25
Dust suppression			
Item	Amount	GST	Total
Calcium top shoot (per application on prepaid basis):			
Residents only - first 122 metres (includes two applications)	\$374.50	\$18.73	\$393.23
Additional metres /metre	\$8.77	applicable	TBD
Business - first 122 metres (includes two applications)	\$1,070.00	\$53.50	\$1,123.50
Additional metres	\$8.77	applicable	TBD
Incorporated (per application on prepaid basis):			
Residents only - 122 metres	\$2,934.50	\$146.73	\$3,081.23
Additional metres /metre	\$29.75	applicable	TBD
Business - 122 metres	\$3,630.00	\$181.50	\$3,811.50
Additional metres /metre	\$29.75	applicable	TBD
Signs			
Item	Amount	GST	Total
Rural residential address signs:			
Sign and two posts	\$70.00	\$3.50	\$73.50
Installation	\$20.00	\$1.00	\$21.00
Address Signs A and B (place on existing post)	\$12.00	\$0.60	\$12.60

Installation	\$10.00	\$0.50	\$10.50
Subdivision signs:			
Subdivision entrance sign (180cm x 90 cm sign and three posts)	\$425.00	\$21.25	\$446.25
Installation	\$50.00	\$2.50	\$52.50
Internal subdivision sign (sign and one post)	\$28.00	\$1.40	\$29.40
Installation	\$20.00	\$1.00	\$21.00

Road use agreements - application inspection fees			
Item	Amount	GST	Total
Road use agreements - application inspection fees:			
Pre /post haul inspection	\$300.00	exempt	\$300.00
Additional inspections (if required)	\$200.00	exempt	\$200.00



MASTER ROAD USE
AGREEMENT

Agreement No. _____

This Agreement made this _____ day of _____ A.D. _____.

BETWEEN:

LEDUC COUNTY
(hereinafter referred to as "the County")

of the First Part

and-

(hereinafter referred to as "the Company")

of the Second Part

WHEREAS the County has the direction, control and management of all roads within its municipality boundaries pursuant to the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended and repealed and replaced from time to time;

AND WHEREAS the Company desires to transport goods and materials within the jurisdiction of the County pursuant to the terms as set out specifically by the Long Term or Short Term Permit which forms part of this Agreement;

NOW THEREFORE this Agreement witnesseth that in consideration of the terms and conditions hereinafter specified, the parties agree to as follows:

USE OF ROAD

1. Subject to the terms and conditions set out in this Agreement, the Company may transport the goods and materials as set out specifically in by the Long Term or Short Term Permit which forms part of this Agreement during the Term of the Agreement. All activity associated with this Agreement shall include the transport of goods, associated manpower and materials to and from the operations site along the Route and shall include start-up operations, on-going operations and wrap-up operations.

TERM

2. The term of this Agreement shall commence on the _____ day of _____ A.D. _____, and conclude on the _____ day of _____ A.D. _____.

INSPECTIONS

3.
 - a. The County shall conduct pre- and post-haul inspections of the Route as set out in by the Long Term or Short Term Permit which forms part of this Agreement, **A fee will be charged to the Company for pre- and post-haul inspections as** set out in the current Leduc County Fees and Charges Bylaw.

- b. The County shall conduct intermediate inspections of the Route Term or Short Term Permit which forms part of this Agreement to assess the condition of the Route and to determine the deterioration of the Route attributing to the Company.

COVENANTS AND OBLIGATIONS OF THE COMPANY

4. In consideration of the permission hereby granted by the County, the Company covenants and agrees to the following:
 - a. To pay for any and all damages which may result to roads, ditchways, culverts, bridges or other property on or adjacent to the Route, as determined by the County, acting reasonably;
 - b. To pay any and all expenses or out-of-pocket disbursements which may be incurred by the County in connection with the terms and conditions of this Agreement whether they be for inspection, escort, videotaping, supervision, monitoring or whatsoever;
 - c. To provide dust abatement measures, at the Company's own expense, on the Route where the Route passes in front of any residence or business which has been designated by the Public Works Designate and. Any segment(s) of road along the Route previously treated by the County with dust abatement materials, regardless of location from the centre line of the Route or its location to any residence or business, must be maintained by the Company as a dust abated segment during the term of this Agreement. The dust abatement measures will be performed up to the standards prescribed by the County and by Alberta Environment for use and application of dust abatement materials;
 - d. To provide daily clean-up of tracking material or other deleterious materials, including but not limited to mud, clay, garbage or any other foreign material falling from the Company's vehicles, deposited along the Route;
 - e. To provide weekly grading of all portions of the Route which consist of gravel roads in order to level the gravel if required as agreed upon by the Company and the Public Works Designate.
 - f. To confirm that no restrictions have been placed on the Route by the County prior to commencing any hauling for that day and if restrictions have been placed on any part of the Route, the Company must abide by such restrictions unless the Company has obtained an expressed written exemption from the County. This will include, but is not limited to, any axle loading restrictions or road bans that the County may, acting reasonably, place on the Route from time to time;
 - g. All trucks must carry a copy of the short term (permit from Roadata or long term (Schedule A) Agreement, in its entirety, during the effective dates of this Agreement and produce same when required by Leduc County or by a Peace Officer;
 - h. To provide any special signing and traffic control persons as required by law and the County to ensure the safety of others using the roads that comprise the Route;
 - i. To obtain and maintain all the necessary permits, licenses, approvals and authorizations and to comply with any restrictions or regulations as required by law, bylaw, County regulation or policy;
 - j. If requested to provide a complete written list of trucks to the Public Works Designate prior to commencement of any operations. Any changes to the list of trucks must be provided to the County; and
 - k. To abide by any additional terms and conditions as set out in by the Long Term or Short Term Permit which forms part of this Agreement

INDEMNIFICATION BY THE COMPANY

5. The Company shall at all times and without limitation, indemnify and save harmless the County, its Councilors, directors, officers, employees, contractors, agents and representatives from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which any of the County, its Councilors, directors, officers, employees, contractors, agents and representatives may sustain, pay or incur or which may be brought or made against all or any of them, whether or not incurred in connection with any action or other proceedings, claims or demands made by third parties, with respect to any occurrence, event, incident or matter cause by, and/or arising as a direct or indirect result of:
- a. Any act or omission of the Company and/or any of those persons for whom the Company is responsible at law (including, without limitation, any of its employees or subcontractors), whether occasioned by negligence or otherwise;
 - b. The costs of repairs, clean-up or restoration paid by the County and any fines levied against the County or the Company; or
 - c. Any breach, violation or non-performance of any representation, warranty, obligation, covenant, or condition in this Agreement set forth and contained on the part of the Company to be fulfilled, kept, observed or performed, as the case may be.

The provisions of this Section are in addition to and shall not prejudice any other rights of the County has at law or in equity. This Section shall survive the termination or expiry of this Agreement.

INSURANCE

6. Without in any way limiting the liability of the Company under this Agreement, the Company shall obtain and maintain in force during the Term of this Agreement the following insurance, all satisfactory to the County, acting reasonably;
- a. standard automobile, bodily injury and property damage insurance providing coverage of at least TWO MILLION (\$2,000,000.00) DOLLARS per occurrence, inclusive and in respect of any claim for the injury to or death of one of more persons or damage to or destruction of property;
 - b. a comprehensive general liability insurance policy providing coverage of at least FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence, inclusive and in respect of any claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - i. non-owned automobiles;
 - ii. Independent subcontractors;
 - iii. Contractual liability including this Agreement;
 - iv. Broad form property damage endorsement; and v. Environmental liability.
 - c. Workers' Compensation coverage for all employees, if any, engaged by the Company in accordance with the laws of the Province of Alberta;
 - d. employers' liability insurance respecting employees, if any, of the Company with limits of liability not less than TWO MILLION (\$2,000,000.00) DOLLARS per employee for each accident, accidental injury or death of an employee or any subcontractor engaged by the Company; and
 - e. such other insurance as the County may from time to time reasonably require.
7. The Company shall ensure that all insurance coverage maintained by the Company in accordance with this Agreement shall name the County and any other party designated by the County as an additional named insured, contain a severability of interests or cross liability clause, and shall provide that no such

insurance policy may be cancelled without the insurer providing no less than thirty (30) days' written notice of such cancellation to the County.

8. All liability insurance shall be maintained continuously until TWELVE (12) months after the conclusion date of this Agreement.
9. The Company shall, upon request of the County, furnish written documentation, satisfactory to the County, evidencing the required insurance coverage. The cost of all the insurance required to be held by the Company as set forth herein shall be borne by the Company.

MAINTENANCE AND RESTORATION OF ROUTE

10. The Company accepts responsibility for all road damage caused as a result of its use. The Company further agrees to restore the roadways, road allowances, drainage ditches and bridges that comprise the Route to the condition they were in as of the commencement date of this Agreement.
11. Where the Route includes all or portions of a route(s) used by another user(s) pursuant to a road use agreement(s) between the County and another user, the Company accepts responsibility for all road damage caused as a result of the shared use of the Route or portions of the Route by the Company and any other user(s) of the Route or portions of the Route that are party to another road use agreement(s) with the County.
12. Where the Route includes all or portions of a route(s) used by another user(s) pursuant to a road use agreement(s) between the County and another user, and this Agreement concludes or is terminated, the Company agrees to complete all maintenance and restoration work on the Route required by the County in accordance with this Agreement regardless of whether the road damage necessitating that maintenance and restoration work resulted from the use of the Route or portions of the Route by the Company or by another user(s). If the Company incurs maintenance and restoration expenses for work on the Route, and all or a portion of the expenses incurred arise from the shared use of the Route or a portion of the Route by another user(s) pursuant to a road use agreement(s) with the County, the County shall use reasonable efforts to give such assistance to the Company as it can legally give in the recovery of expenses incurred by the Company in excess of the Company's proportionate share of such shared maintenance and restoration expenses from other user(s) of the Route or portions of the Route by requiring payment of same by other user(s) as a condition of any road use agreement(s) between the other user(s) and the County; however, the County shall not be responsible for payment of any portion of the shared maintenance and restoration expenses incurred by the Company.
13. Where the Route includes all or portions of a route(s) used by another user(s) pursuant to a road use agreement(s) with the County, and the road use agreement between the County and the other user(s) concludes or is terminated prior to the conclusion of this Agreement, the Company shall reimburse any such user for the Company's proportionate share of maintenance and restoration expense that are incurred by that user.
14. Where this Agreement has concluded or is terminated and the Route continues to be used by another user(s) pursuant to a road use agreement(s) between the County and that user(s), the County may, at its sole discretion which shall be exercised reasonably, permit the Company to defer its immediate obligations regarding maintenance and restoration work if the Company can provide to the County proof of an agreement duly entered into between the Company and the remaining user(s) whereby the remaining user(s) agree to complete all required maintenance and restoration work, including the Company's proportionate share of said work, upon the conclusion or termination of the remaining user(s)'s road use agreement(s).
15. As determined by any inspection of the Route contemplated pursuant to Section 3 above, the County, at its sole discretion and acting reasonably, shall determine what maintenance or restoration work, if any, is required of the Route to be completed by the Company, at the Company's sole expense. The restoration shall include maintenance of the road surface in a safe condition by adding surface material as well as

restoration of the surface to an “as-found” condition prior to the expiry of this Agreement.

16. Such maintenance and restoration work to be undertaken at the Company's sole expense must be completed within 48 hours of the County providing notice of such repair and restoration and may be undertaken by the County at the Company's request or by a contractor, approved by the County, acting reasonably, hired by the Company. The Company may request for a longer period to complete the repair and restoration work if such work, as approved by the County, is of sufficient merit to extend the period beyond 48 hours. Notwithstanding the above, in the case of an emergency, as determined by the County, the Company shall be required to commence the maintenance or restoration work within one hour of the County providing notice of such emergency repair or restoration and complete such work within 24 hours.
17. If a grader and/or dust abatement equipment, which is to be supplied at the expense of the Company and is required to maintain or restore the Route in good condition and/or to provide dust control, compromises traffic safety including sight conditions, health conditions, etc., appropriate safety measures must be immediately and continually undertaken by the Company, at its sole expense, and must meet the standards so prescribed by the County.
18. The County may, but is not obligated to, perform any road maintenance and restoration it deems appropriate throughout the term of this Agreement to the Route based upon an inspection performed in accordance with Section 3 of this Agreement. The County may provide to the Company an invoice and the Company agrees to pay the said invoice within THIRTY (30) days of receipt of any invoice for the work completed by the County that is attributable to the activities of the Company.

SECURITY

19. The Company will provide Security pursuant to Leduc County Municipal Policy TS-13-04 Road Use Agreement, as amended or replaced from time to time and in the amount as determined by the Public Works Designate
20. The security shall be provided in the form of Letter of Credit, Insurance Bond, Certified Cheque or Bank Draft.
21. If the Security provided pursuant to Section 15 is provided in the form of an irrevocable letter of credit, the letter of credit shall be issued by a Chartered Bank or Treasury Branch with a term of at least ONE (1) year and shall contain provisions for either:
 - a. A covenant by the issuer that if the issuer has not received a release from the County SIXTY (60) days prior to the expiry of the security, then the security shall automatically be renewed, upon the same terms and conditions, for a further period of ONE (1) year; or
 - b. A right on the part of the County to draw upon the full amount of the Irrevocable Letter of Credit, or any portion thereof, in the event that the Municipality has not received a replacement letter, or confirmation of an extension or renewal of the existing letter, at least SIXTY (60) days prior to the expiry of the security.
22. The County may invoke the provisions of Section 15 regarding Security, and cash or make demands as payee and beneficiary under the Security provided by the Company to the County pursuant to the requirements of this Agreement in the event that the County is of the opinion that:
 - a. The Company by any act or omission is in default or breach of any term, condition or covenant of this Agreement;
 - b. The Company has been required to repair or restore any damage to the Route in accordance with the provisions of this Agreement and the Company has failed to undertake such repair or restoration or pay the costs and expenses of such repair and restoration within THIRTY (30) days after receipt from the County of an invoice; or

c. The Security to be provided by the Company to the County pursuant to this Agreement is due to expire within SIXTY (60) days and the Company has not deposited with the County a renewal or replacement of such Security in terms and form acceptable to the County.

22. In the event that the County has negotiated or called upon the Security to be deposited by the Company with the County, the County may, at its option and discretion, use any funds thereby obtained in any manner the County deems fits to discharge the obligations of the Company pursuant to this Agreement.

23. No security under this Agreement will be returned to the Company until all operations and obligations of the Company have been concluded in accordance with this Agreement. In that regard, the Company shall notify the County of the termination of its operations contemplated by this Agreement. Security provided under this Agreement shall not be transferred to another operation and subsequent road use agreement until the Company has completed and complied with of any and all obligations under this Agreement.

ENFORCEMENT

24. Failure to obtain a Road Use Agreement may result in fines as per bylaw 27-18

25. The failure by the Company to abide by any of the terms described in this Agreement may result in the immediate suspension or termination of the Agreement by the County, as per policy 27-18

25. Notwithstanding Section 20 this agreement may be terminated without cause at any time by the County by giving SEVEN (7) days written notice to the Company.

GENERAL TERMS

26. The provisions of this Agreement shall survive the termination or expiration of this Agreement, as the context may require, and shall not be merged therein or herewith.

27. Any notice, demand or other document required or permitted to be given under the terms of this Agreement shall be sufficiently given to the party to whom it is addressed if in writing and is faxed, mailed or delivered to the intended party at the address specified below for such recipient or, as to either party, at such other address as either party may furnish to the other from time to time. Except as otherwise provided in the Agreement, all communications shall be deemed to have been duly given when transmitted by facsimile or personally delivered or, in the case of registered mail, upon receipt, in each case given or addressed as aforesaid:

TO the County: LEDUC COUNTY
101, 1101 – 5 Street
Nisku, AB, T9E 2X3
Fax: 780-955-7814

Attention: _____
Email PWE@leduc-county.com

TO the Company: _____

Fax: _____
Attention: _____

29. No waiver of any breach of any representation, warranty, obligation, covenant, or condition in this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and unless otherwise provided, shall be limited to the specific breach which is waived.

30. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta

31. The headings in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision hereof.

32. All of the provisions of this Agreement will be treated as separate and distinct any if any provision hereof is declared invalid, the other provisions will nevertheless remain in full force and effect.

33. This Agreement is non-transferable but shall ensure to be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties have hereunder affixed their seals of their proper officers as of the day and year first above written.

LEDUC COUNTY

Date: _____

Per: _____ c/s

Date: _____

Witness: _____

"COMPANY"

Date: _____

Per: _____ c/s

Date: _____

Witness: _____

Schedule "F"

Unless otherwise indicated, all fees are GST applicable ("E" indicates GST exempt, "I" indicates GST included in price) Any refunds will be issued in the same method as the original payment

TRANSPORTATION SERVICES	Unit	Price
1. Dust Suppression – Calcium Chloride		
Basic application (100 m)		405.00 E
Additional application (to a maximum of 100 m extra)	Per 10 m	118.00 E
Late fee (April 17 – May 17)		100.00 E
1.1. Dust Suppression - Oil		
Basic application (100 m)		4,165.00 E
Additional application (to a maximum of 100 m extra)	Per 10 m	494.00 E
Late fee (April 17 – May 17)		100.00 E
1.2. Dust Suppression – Mineral Oil		
Basic application (100 m)		1,097.00 E
Additional application (to a maximum of 100 m extra)	Per 10 m	187.20 E
2. Private Work		
Graders		
14 Series	Hour	245.00
160 Series	Hour	220.00
All Other equipment (dozers, heavy graders, scrapers)	Alberta Road Builders Rates	
3. Off-site Road Levy		
See applicable Off-site Levy Bylaw for rates		
4. Private Driveway – Plowing or Grading	Each	110.00
5. Road Use Inspection	Each	250.00
6. Over-dimension/ Over-weight Permit	Each	20.00 E



Copy of this Schedule to be carried in all vehicles subject to this agreement/permit

ROAD USE AGREEMENT / PERMIT No. _____

SCHEDULE "A"

If insufficient space provided, requested information may be included on a separate document; please note that the information is attached in the respective area and attach the additional information to this Schedule.

Company Name: _____

Field Contact and Number: _____

1. Product / Equipment being hauled: _____

Start Date: _____ **End Date:** _____

Days & Hours of Operation: _____

Start Location: _____ **End Location:** _____

2. Haul Route: _____

(Attach haul route map if available)

Number of Loads: _____

3. Vehicles, Equipment included in this Permit: _____

4. Project Description:

5. Listing of Subcontractors and contact information: _____

6. Red Deer County personnel to be notified 24 hours before the haul and not more than 12 hours after completion of the haul; 24 hours' notice is required if a haul is discontinued then restarted.

Red Deer County personnel contact name and number:

7. Red Deer County Development Permit No. _____ Development Permit not required _____

8. As noted in the Agreement / Permit, road repairs will be undertaken to the satisfaction of Red Deer County and will be at the sole cost of the Road Use Agreement / Permit holder.
9. Security requirement (50% of road construction cost) provided by an Irrevocable Letter of Credit:

Miles	\$ per Mile	Road Type	Total
	\$500,000	Gravel – Standard 8 m Road	\$
	\$600,000	Gravel – Market Road	\$
	\$500,000	Chipseal / Seal Coat	\$
	\$1,200,000	Ban Free Pavement	\$
		TOTAL	\$

Applicant Signature: _____ Date: _____

County Signature: _____ Date: _____

Pre Inspection: _____
Applicant *County* *Date*

Post Inspection: _____
Applicant *County* *Date*

- F.O.I.P. Notification -

Personal information is collected under the authority of Section 33(c) of the Alberta Freedom of Information and Protection of Privacy Act will be protected under Part 2 of that Act. It will be used for processing Road Use Agreements / Permits. Questions regarding the collection of personal information can be directed to the F.O.I.P. Coordinator 403.350.2150

Wetaskiwin Fee Schedule

BYLAW 2021/17 SCHEDULE "I" FEES & CHARGES – PUBLIC WORKS

PUBLIC WORKS	
Approach Approval	\$100.00 per approach per inspection
Rush Approach Approval	\$250.00
Pre & Post Inspection Fees	\$450.00
Fixed Municipal Fee (TRAVIS)	\$20.00 per permit
Pipeline & Utility Crossing Approval	\$100.00
Rush Pipeline & Utility Crossing Approval	\$250.00
Dust Control <ul style="list-style-type: none"> • prior to deadline • after deadline • re-treatment 	<ul style="list-style-type: none"> • \$6.50/lineal meter • \$8.50/lineal meter • \$6.50/lineal meter
Playground & Children Playing – Warning & Cautionary Signs	<ul style="list-style-type: none"> • \$150.00 for the supply & install of one (1) sign • \$250.00 for the supply & install of two (2) signs
Administration Fees – Winfield Fire Department Fuel Billings	\$25.00/billing
Management of Road Allowances and Road Plans:	
▪ Application to close a road allowance for lease, purchase or consolidation.	\$1,000.00
▪ Transfer of Road Allowance Lease (to adjoining property owner)	\$100.00
▪ Annual Lease Fee (cost per acre per year)*:	\$20.00
*Minimum Charge per Year	\$20.00



Mackenzie County

ROAD PROTECTION AGREEMENT REVIEW (AGRICULTURE USE)

As a continuation to the Road Protection Agreement review over 20 Counties in Alberta were contacted. The Counties listed below are the ones that have responded and been spoken with about their approach to Road Use Agreements and damages done to infrastructure specifically resulting from Agriculture equipment. These Municipalities were chosen mainly because of their proximity to farming or agriculture areas inside of their Municipal boundaries and not so much Industry such as Oil and Gas.

In general, the overall consensus of all these counties is that damage to their roads from farming equipment and the inability to enforce recompense is an ongoing issue for all of them which none of them have found a solution to, mostly because of logistical or political issues.

COUNTY OF LETHBRIDGE – Farm equipment is exempt from RUA’s other than Road Bans and Overweight or Dimension Permits. **Appendix A**

MD OF WILLOW CREEK – Farm equipment is exempt except for heavy loads.

VULCAN COUNTY – RUA’s are part of their infrastructure policy, these only pertain to silage trucks, all other farm equipment is exempt. No equipment is allowed on roads that have road bans. But they have implemented a fine schedule bylaw for anyone damaging roads, this has been amended recently and is in its initial trials. **Appendix B**

CYPRESS COUNTY – Road bans are placed year round on all roads. Farmers can get a road ban permit for only 3 products (hay, grain, and cattle). If damage is done to the road, then the road ban permit will not be granted to them again. They’ve never had to do this yet that the public works administrator is aware of. On their Township road 20, which is paved, an RUA is required for over dimension but if a farmer is doing a one-time movement of equipment they would be exempt. **Appendix C**

KNEEHILL COUNTY – Road bans are in place on roads that are not to be used by farmers and exemptions to that are looked at on a case by case scenario. Peace officers in their area have expressed concern about trying to enforce RUA’s with farm equipment because of the Provincial laws regarding Agriculture, “too messy to deal with” was quoted in the conversation.

STARLAND COUNTY – Farm equipment except for manure haulers or large trucks are exempt. For large hauls the Colonies in the area will sign an RUA for their contractors. They monitor

road use by farmers on a per case basis and large hauls are mostly only allowed while roads are frozen. **Appendix D**

WHEATLAND COUNTY – RUA’s are required for intensive hauls, 5-10 trucks. Farm equipment is not required to enter into RUA’s.

RED DEER COUNTY – No bylaws are specific to farmers and small equipment and road use. There is no real enforcement unless manure haulers are overweight. No farm equipment is allowed during road bans.

COUNTY OF PAINT EARTH – Agricultural producers are only required to obtain a Multiple Load Road Use Agreement from Spring Ban season to July 1st, the remainder of the year Agricultural producers are exempt to haul commodities.

“Farmers – we don’t enter into RUA’s with farmers as they are expected to use all roads, and our road network is for them primarily. We don’t ban our gravel roads; however, we also don’t have much damage to them. We do have a peace officer that is out and about during harvest and we proactively deter overweight’s of trucks during combining season.

I guess if a farmer ripped up a road because an implement malfunctioned and dropped a cultivator on it, there’d be a discussion and expectations would be for them to fix, or have county fix and they pay the repair bill within reason. As far as Ag trucks pounding them out, we deal with that regularly and it’s our maintenance and gravelling to fix.” - Director of Community Services County of Paint Earth

COUNTY OF NORTHEN LIGHTS – They are implementing a new RUA for 2022 (**Appendix E**) but they are not sure how well it will work. They require RUA’s for specific roads (**Appendix F and G**), they have tried to identify which roads are being used most frequently by farmers and to what capacity and created an RUA for those roads. But with not enough by law officers to enforce these RUA’s the problem remains.

SADDLE HILLS COUNTY – waiting on email with RUA.

ROCKY VIEW COUNTY – RUA’s only pertain to industrial agriculture hauling, over dimension farm equipment requires permit but not an RUA. Family Farm operations are exempt. **Appendix H**

5. Pipeline Crossings of Road Allowance
 - Permitting and inspections \$400
 - A refundable charge of \$100.00 will be reimbursed to the applicant once inspection is conducted and approved.

6. Buried Electrical and Utility Line Installation & Rural Crossing Regulations
 - Permitting and inspections \$400
 - A refundable charge of \$100.00 will be reimbursed to the applicant once inspection is conducted and approved.

7. Seismic Operations Permit
 - Permitting and inspections \$400
 - A refundable charge of \$100.00 will be reimbursed to the applicant once inspection is conducted and approved.

8. Right of Access/Waiver Requests (no GST)
 - a. Existing Approaches \$75
 - b. Road Allowances \$75
 - c. Proximity Requests \$75
 - d. Utilicorp Facilities & Poles \$75

9. Equipment Rentals, Materials & Outside Invoicing – Custom Work
 - a) Intermunicipal Government Agencies, Water Co-ops and Lethbridge Regional Waste Management Services Commission – Equipment, materials and wages at cost plus 10%.
 - b) For all other custom work completed, materials and wages at cost plus 10% and equipment will be charged according to the Alberta Roadbuilders & Heavy Construction Association current rates.

10. Overweight & Overdimension Vehicle Permit Fees

Alberta Transportation's Transportation Vehicle Routing and Information System - Multi-Jurisdiction (TRAVIS-MJ) – Fixed Municipal Fee - \$20.00/per permit.

11. Road Haul Use Agreement (Non-refundable fee)
 - Pre and Post Inspection and Administration \$400.00

12. Dust Control (Non-refundable fee)
 - Dust Control product per lineal meter \$5/meter
(minimum length of 100 meters up to a maximum of 200 meters)
 - Overage of 200 meters \$10/meter

E. AGRICULTURAL SERVICE BOARD

1. All equipment at Alberta Roadbuilders & Heavy Construction Association current rates.
2. Grass seed at cost plus 10%
3. Chemicals at cost plus 10%
4. Fertilizers at cost plus 10%
5. Backpack sprayers at cost plus 10%
6. Skunk traps at cost plus 10%
7. Brillion drills - \$150.00 minimum or \$5.00 per acre
8. Straw Shredder & Straw Incorporator - \$100.00 per day and \$200.00 damage deposit.



VULCAN COUNTY

Vulcan - Alberta

BYLAW 2021-028

Being a bylaw of Vulcan County in the Province of Alberta for the purpose of establishing the protection of the County's infrastructure.

WHEREAS Section 7 of the *Municipal Government Act*, R.S.A. 2000, c. M-26.1, as amended, provides that a Council of a municipality may pass Bylaws regulating the control and management of highways, roads, lanes and road allowances within its boundaries and to impose fines, exclusive of costs for contravention of this bylaw.

AND WHEREAS the *Municipal Government Act*, R.S.A. 2000, Section 18(1) grants the Council of Vulcan County direction, control, and management of all roads within the County;

NOW THEREFORE the Council of Vulcan County, in the Province of Alberta, duly assembled enacts as follows:

1. This bylaw may be called the "Road Protection Bylaw".

2. Definitions

In this Bylaw:

- 2.1. "Bridge" shall mean a structure facilitating passage of streams or other traffic through a roadway.
- 2.2. "Chief Administrative Officer (CAO)" means the individual appointed as Vulcan County's Chief Administrative Officer in accordance with the MGA;
- 2.3. "Council" means the Council of Vulcan County
- 2.4. "County" means the municipal corporation of Vulcan County and the area within its jurisdictional boundaries, as the context requires;
- 2.5. "County Employee" shall mean any employee of the County, or any Contractor hired on behalf of the County to perform specific tasks.
- 2.6. "County Property" shall mean signs, culverts, bridges, cattle guards, property (land or buildings) owned or leased by Vulcan



- County, including, but not limited to, Environmental Reserves, Municipal Reserves, and Public Utility Lots or any other property belonging to the County.
- 2.7. "Culvert" shall mean a channel or drain of any type of construction designed to conduct water under, along, or across a Roadway.
- 2.8. "Damage" shall mean any act of physical harm caused to something in such a way as to impair its value, usefulness, or normal function.
- 2.9. "Director of Operations" shall mean the Director of Operations for Vulcan County, or an individual designated to perform the required duties of the Director.
- 2.10. "Disturbance" shall mean an interference with the normal arrangement or function of something.
- 2.11. "Roadway" shall mean any thoroughfare, street, road, trail, avenue, parkway, driveway, viaduct, lane, alley, square, Bridge, causeway, trestle way, or other place, or any part of any of them, whether publicly or privately owned, that the public is ordinarily entitled or permitted to use for the passage or parking of Vehicles, not including a place declared by regulation not to be a Roadway, but including:
- 2.11.1. a ditch, if the ditch lies adjacent to and parallel with the roadway; and,
- 2.11.2. all other lands contained within the Road Right of Way
- 2.12. "Material" shall mean earth, sand, gravel, grass, leaves, snow, ice, debris or other foreign materials.
- 2.13. "MGA" means the *Municipal Government Act*, R.S.A. 2000 c.M-26, as amended or replaced from time to time;
- 2.14. "Motor Vehicle" shall mean a Vehicle propelled by any power other than muscular power, or a moped, but shall not include a bicycle, a power bicycle, an aircraft, an implement of husbandry, or a Vehicle that runs only on rails.
- 2.15. "Non-Agricultural" shall mean equipment or vehicles which primary purpose is non-agricultural in nature including articulated trucks, cranes, dozers, excavators, sheepsfoot packers and scrapers.
- 2.16. "Obstruction" shall mean an act of deliberate hindrance to the normal or intended function of something.
- 2.17. "Officer" means Vulcan County's Director of Protective Services, a Vulcan County Development Officer, or a Vulcan County Community Peace Officer who is authorized to enforce Bylaws;
- 2.18. "Owner" means a person registered under the Land Titles Act, R.S.A. 2000, c.L-4 as being the Owner of Property; a Person who is recorded as the owner of Property on the County's assessment roll for the Property; a Person who has purchased and has yet to become the registered Owner of Property; a Person controlling Property under construction; and/or a Person who is the lawful Occupant of Property;



- 2.19. "Peace Officer" shall mean:
 - 2.19.1. A Vulcan County Community Peace Officer who is authorize to enforce Bylaws;
 - 2.19.2. A member of the Royal Canadian Mounted Police;
 - 2.19.3. A conservation officer appointed under Section 1, Appendix 3.1 of the Government Organization Act, R.S.A. 2000, C. G-10.
 - 2.19.4. A wildlife office appointed under the Wildlife Act, R.S.A. 2000, C. W-10.
 - 2.19.5. A forest officer appointed under the Forest Act, R.S.A. 2000, C. G-10.
- 2.20. "Permit" shall mean the written authority of the Director of Operations to allow traffic movement at any time on the roads under the control of the County.
- 2.21. "Person" means any individual, firm, partnership, association, corporation, company, society or other legally constituted organization;
- 2.22. "Public Property" shall mean a place that is open to the public.
- 2.23. "Road Use Agreement (RUA)" shall mean an agreement between Vulcan County and one (1) or more individuals and/or organizations to allow for movement and traffic along Roadways within the County that would not normally be permitted under the provisions of this Bylaw.
- 2.24. "Subdivision" shall mean the division of a parcel of land by an instrument.
- 2.25. "Violation Ticket" means a ticket issued under Part 2 of the *Provincial Offences Procedures Act*;

3. General Prohibitions

- 3.1. No person shall cause to be removed, or permit another person to cause to be removed, from the surface of any Roadway, the gravel, paved, or oiled surface of that Roadway.
- 3.2. No person shall cause, or permit water used or intended to be used for Irrigation purposes to escape or be sprayed into or onto a Roadway.
- 3.3. No person shall stop or impede the flow of water through any ditch, drain, sewer or culvert on or through a Roadway resulting in damage to the Roadway.
- 3.4. No person shall construct or maintain a ditch or drain, the runoff from which causes damage, fouling or nuisance to any portion of a Roadway.
- 3.5. No person shall commit an act likely to cause damage to, or Obstruction of, a Roadway, Bridge, or Culvert.
- 3.6. No person shall cause, or permit another person to cause, Damage to, Disturbance of, or Obstruction of a County road allowance.

- 3.7. No person shall utilize a County road allowance for storage purposes, or erect a fence or gate on any part of a County road allowance, without first obtaining a Permit for such from the Director of Operations.
- 3.8. No person, other than a County Employee in execution of their duties, shall push or deposit snow, ice, waste or other foreign material into a ditch or onto a Roadway.
- 3.9. No person shall deposit, or cause to be deposited, any earth, sand, gravel, debris or other foreign material or waste upon any Roadway.
- 3.10. No person shall operate equipment or vehicle on a Roadway so as to track a substance onto that Roadway.
- 3.11. No person shall in any way damage or otherwise vandalize any County property on any Roadway or County Property.
- 3.12. No person has dispose, discard or deposit, or cause or permit to be disposed, discarded or deposited any litter, refuse, substance or thing of any kind into or onto a Roadway.
- 3.13. No person shall operate non-agricultural equipment or vehicles on any County Roadway
- 3.14. No person shall move, remove, alter, damage or interfere with a snow fence erected by the County.
- 3.15. Any person who does any act likely to cause Damage to, or Obstruction of, a Roadway, Bridge, Culvert, or Signage commits an offence and is liable on summary conviction to the penalty prescribed.
- 3.16. The provisions of this Bylaw may be waived where a person or organization obtains a Permit and enters into a Road Use Agreement (RUA) with the County before entering the Roadway.
- 3.17. No person shall operate a vehicle or combination of vehicle/equipment that has a gross vehicle weight over 11,794 kg that causes damage to County Roadways, that cannot be repaired through routine maintenance by the divisional grader.
 - 3.17.1. Repairs that require County maintenance crews to complete dig outs, haul in additional material over and above routine amount will be charged at a cost recovery to the person in violation
- 3.18. The County is authorized to charge a fee for the issuance of required permits, as per the Fees for Services Bylaw

4. Exclusions and Exemptions

- 4.1. The provisions of section 3 of this Bylaw shall not apply to the following situations or activities:
 - (a) County activities;

- (b) Any operation or activity operating under the approval of the County.
- (c) Emergency vehicles

5. Enforcement

- 5.1. An Officer for the purpose of this Bylaw may:
- (a) Investigate and/or enforce this Bylaw upon being notified or upon seeing an alleged infraction.
 - (b) Enforce any part of this Bylaw, by written order, within the boundaries of the County by requiring the Owner or Person to remedy the infraction in such a manner as the County may direct, including any condition on their land or with their system, or damage to the County road caused by the contravention of this Bylaw; and
 - (c) In the event, the County has to repair damages to the County's infrastructure or property due to a Person/Owner who violates any provision of this Bylaw, the repair costs for the damage will be charged to the Person/Owner, which costs if they remain unpaid 30 days from the issuance of a notice of costs, shall be added to and form part of the taxes on the lands, in accordance with Section 549 (1) (c) and 553 (1) (c) of the *Municipal Government Act*.
- 5.2. Where an Officer believes a Person has contravened any provision of this Bylaw, they may:
- (a) Issue a Violation Ticket.

6. Violation Tickets

- 6.1. A Person who contravenes any provision of this Bylaw is guilty of an offence and is liable, upon summary conviction, to a fine in an amount not less than established in this Bylaw. Without restricting the generality of this section, the following fine amounts are established for use on Violation Tickets if a voluntary payment option is offered:
- (a) The specified penalty for the offense as set out in Schedule "A";
- 6.2. An Officer is hereby authorized and empowered to issue a Violation Ticket to any Person whom the Officer has reasonable grounds to believe has contravened any provision of this Bylaw. A Violation Ticket issued with respect to a violation of this Bylaw shall be served upon the Person responsible for the contravention in accordance with the *Provincial Offences Procedure Act*. If a Violation Ticket is issued in respect to an offence, the Violation Ticket may specify the fine amount established by this Bylaw for

the offence, or require a Person to appear in court without the alternative of making a voluntary payment.

- 6.3. A Person who commits an offence may: if a Violation Ticket is issued in respect of the offense; and if the Violation Ticket specifies the fine amount establish by this Bylaw for the offence;
 - (a) Make a voluntary payment to a Clerk of the Provincial Court, on or before the initial appearance date indicated in the Violation Ticket, the specified penalty set out in the Violation Ticket.
- 6.4. Where a Clerk of the Provincial Court records in the court records the receipt of a voluntary payment pursuant to this Bylaw and the *Provincial Offences Procedure Act*, the act of recording constitutes acceptance of the guilty plea and also constitutes a conviction and the imposition of a fine in the amount of the specified penalty.
- 6.5. Nothing in this Bylaw shall be construed to limit or hinder the ability of the County to enforce this Bylaw by way of an order issued pursuant to Section 545 or 546 of the *Municipal Government Act*.

7. Severability

- 7.1. Every provision of this Bylaw is independent of all other provisions. If any provision of this Bylaw is declared invalid for any reason by a Court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.

8. Effective Date

- 8.1. This Bylaw comes into force when it has received third and final reading.

Received first reading this 14 day of July, 2021

Jason Schneider, Reeve

Nels Petersen, CAO

Received second reading this 14 day of July, 2021

Jason Schneider, Reeve


Nels Petersen, CAO

Presented for unanimous consent of Council to proceed to third reading

this 14 day of July, 2021



Jason Schneider, Reeve



Nels Petersen, CAO

Received third reading and finally passed this 14 day of July, 2021



Jason Schneider, Reeve



Nels Petersen, CAO

Schedule "A"
Specified Penalties

Section	Offense	First Offense	Second Offense	Third Offense
3.1	Cause to remove of the gravel, paved or oiled surface of a Roadway	\$250	\$500	\$750
3.2	Cause or permit water to escape from private land into a culvert, ditch or onto a Roadway	Warning	\$250	\$500
3.3	Impede flow of water through ditch, drain, sewer or culvert on or through a Roadway resulting in damage to the Roadway	\$250	\$500	\$750
3.4	Construct or maintain ditch or drain which the runoff causes damage, fouling, nuisance or damage to any portion of a Roadway	\$250	\$500	\$750
3.5	Does any act likely to cause damage to or obstruct a Roadway, bridge or culvert	Warning	\$250	\$500
3.6	Obstruct or cause damage to a County Road Allowance	\$250	\$500	\$750
3.8	Push or deposit material into the ditch of a Roadway	\$500	\$750	\$1000
3.9	Cause or permit to deposit foreign material on a Roadway	\$500	\$750	\$1000
3.11	Damage or otherwise vandalize any County Property on any Roadway or County Property	\$250 + Cost Recovery	\$500 + Cost Recovery	\$750 + Cost Recovery
3.12	Dispose, discard or deposit any litter, refuse, substance or thing of any kind into or onto a Roadway	\$500 + Cost Recovery	\$750 + Cost Recovery	\$1000 + Cost Recovery
3.13	Operate non-agricultural equipment on a Roadway	\$500	\$750	\$1000
3.14	Moving, damage or interfere with a snow fence erected by the County	\$250	\$500	\$750
5.1(c)	County repair of damaged infrastructure or County property	Cost Recovery		

Penalties for Subsequent Offences:

The penalty for subsequent offences shall be double the amount of the penalty for a third offence.



Cypress County
**TWP RD 120 SPECIAL
OVER DIMENSIONAL LOAD
ROAD USE AGREEMENT / PERMIT**

Prime Contractor: _____

Address: _____

City: _____ **Prov:** _____ **Postal Code:** _____

Contact Person: _____ **Position:** _____

Phone: _____ **E-mail:** _____

Start Date: _____ **End Date:** _____

Load Width: _____ **Load Length:** _____

Move Time: _____

Origin: _____ **Destination:** _____

Proposed Route: _____

Traffic Accommodation: _____

I hereby acknowledge I am able to act on behalf of the Prime Contractor noted above and request approval for this Prime Contractor or its agents to request use of Cypress County roads as described in the Proposed Route. By signing this agreement/permit, the Company accepts the following conditions:

1. The Company is to apply for an agreement/permit from Cypress County 48 hours prior to the proposed move.
2. Use legal weights only and notify Cypress County of any overweight/ over-dimensional loads prior to hauling. In the event that permission is requested for movement above a Road Ban, applicant may be required to post a security bond. Road Data issues Road Ban Permits for Cypress County.
3. The applicant agrees to reimburse the County for any work deemed necessary for safe public passage as a result of this activity.
4. Cypress County is not responsible for any injury, loss or damages sustained by the applicant, its employees or its agents as a result of this activity.
5. The applicant shall indemnify and save harmless Cypress County and Cypress County employees, any, and all of these, from any, and all claims, actions or suits brought forth due to the operations conducted under this agreement.

6. The Company accepts responsibility for all road damages caused as a result of its use.
7. The Company must comply with Occupational Health and Safety Regulations to ensure proper sign usage.
8. The Company agrees to ensure the road condition is safe at all times.
9. The Company MUST immediately notify Cypress County of any road damages during the time this agreement is in effect.
10. Non-compliance of any conditions listed may result in "Revoking the Privilege" for future authorization of "Road Use Agreement/Permit".
11. Copy of Road Use Agreement/Permit must be carried in the Vehicle. Road Use Agreement/Permit must be presented upon request by Peace Officers, Sheriffs or RCMP. Cypress County may monitor the roads and stop the project if necessary.
12. All road use privileges may be suspended until such time as operations comply with the above-noted conditions.
13. No load moves shall cause traffic "stacking" on Highways 1 and 3.
14. No over-dimensional loads may move on the road Monday through Friday on school days, during the times of 7 a.m. to 9 a.m., and 3 p.m. to 5 p.m., so as not to interrupt school bus pick up and drop off of students.
15. When the dimension of a load-hauling vehicle exceeds one of the following measurements 5.5 metres wide (18 feet) and/or 36.5 metres long (120 feet), Township Road 120 must be closed to all traffic. Through traffic must be stopped to allow the over dimensional vehicles to safely transport along the requested roadway. Road closure must not exceed four kilometers along the designated roadway. Road taper may be utilized to allow through traffic from a stopped over dimensional load.
16. **The Applicant must enter a Road Use Agreement/Permit with Cypress County and must provide Certificate of Liability Insurance of no less than Ten Million (\$10,000,000) dollars, with Cypress County as an Additional Insured and with a 30-day cancellation notification. Cypress County must receive a copy of Certificate of Insurance upon policy renewal, or when any changes are made to the policy.**
17. **Loads over 5.5m wide or 36.6m long must:**
 - provide a Traffic Accommodation Plan
 - require an escort; minimum five (5) escort vehicles

**Agreement/Permit valid only for date and time first written herein.
 Non-refundable Permit fee \$500 payable in advance for each permit.**

Name: _____ **Signature:** _____ **Date:** _____
Position: _____

**RETURN COMPLETED FORM TO CYPRESS COUNTY:
 Fax: (403) 526-8958 or Email: publicworks@cypress.ab.ca**

RETURN COMPLETED FORM TO CYPRESS COUNTY:
Fax: (403) 526-8958 or Email: publicworks@cypress.ab.ca

This Road Use Agreement/Permit is NOT Valid Unless Accepted by Cypress County Below

Office Use Only
Accepted: _____

EFFECTIVE DATE: _____
AGREEMENT NUMBER: _____

Tarolyn Aaserud, CLGM
Chief Administrative Officer

ATTACHED CONDITIONS
TO BE FOLLOWED: YES NO

OVER-DIMENSIONAL COMMERCIAL VEHICLE SAFETY REQUIREMENTS

Definition

“Over-dimensional Vehicle” means a vehicle, including any load that is carried on the vehicle, that exceeds the legal dimensions set by the Province of Alberta. Refer to Alberta Regulation 315/2002 (Consolidated up to 125/2020), Traffic Safety Act, Commercial Vehicle Dimension and Weight Regulation.

An over-dimensional permit is required to travel on Cypress County roads when the dimensions of the vehicle, including any load, exceeds one of the following measurements:

- 2.6 metres wide (8.5 feet).
- 4.15 metres high (13.5 feet) - measured from the ground up to the highest point of the load.
- Length - measured from bumper to end of load:
 - Single Unit Vehicle: 12.5 m (41.0 feet)
 - Truck-Tractor and Semi-Trailer: 23.0 m (75.5 feet)
 - A and C-Train Combinations: 25.0 m (82.0 feet)
 - B-Train Combination: 27.5 m (90.2 feet).

Over-Dimensional Safety Requirements

A person who operates a commercial vehicle on the County’s roads under the authority of an over-dimensional permit shall ensure that the vehicle and related equipment used in the operation of that vehicle comply with the safety requirements and that the operation is carried out in accordance with these safety requirements.

1. When a commercial vehicle is being operated under the authority of an over-dimensional permit and the widest part of the vehicle or its load is more than
 - (a) 2.6 metres in width, the vehicle must be equipped with
 - i. warning flags, if operated during daytime, and
 - ii. warning lights, if operated during nighttime or during adverse weather conditions, that are displayed on each side at the widest part of the vehicle or load;
 - (b) 3.05 metres in width, the vehicle must, in addition to clause (a), be equipped with 2 dimensional signs that comply with Alberta Commercial Vehicle Dimension and Weight Regulation (AR 315/2002) Schedule 2, 3, 3.1 or 3.2, or if the vehicle is less than 26 metres in length then it must be equipped with 2 dimensional signs that comply with Schedule 2, 3, 3.1, 3.2 or 3.3,
 - i. one sign being
 - (i) displayed at the front of the vehicle, or
 - (ii) mounted on the cab of the vehicle in such a manner that the sign is clearly visible to traffic approaching from the front, and
 - ii. one sign being displayed at the extreme rear of the vehicle or its load, whichever is further to the rear, in such a manner that the sign is clearly visible to traffic approaching from the rear;
 - (c) 3.35 metres in width, the vehicle must, in addition to being equipped as required under clauses (a) and (b), be equipped with one or more flashing lamps;
 - (d) 3.85 metres in width, the vehicle must, in addition to being equipped as required under clauses (a) to (c), be accompanied by a pilot vehicle, unless the permit provides otherwise, and must not be operated on a roadway
 - i. from 3 p.m. until midnight on a Friday or a day preceding a statutory holiday, or
 - ii. on Sunday or a statutory holiday.

- (e) 4.45 metres in width, the vehicle must, in addition to being equipped as required under clauses (a) to (c), be accompanied by a pilot vehicle and a trail vehicle, unless the permit provides otherwise, and must not be operated on a roadway
 - i. from 3 p.m. until midnight on a Friday or a day preceding a statutory holiday, or
 - ii. on Sunday or a statutory holiday.
 - (f) 7.32 metres in width, the vehicle must, in addition to being equipped as required under clauses (a) to (c), be accompanied by 3 escort vehicles, and the RCMP must be notified. The vehicle operating time must be in daylight hours only and under the direction of the County. If specified in the permit that special supervision is to be provided, the holder of the permit shall arrange for that supervision to be provided by
 - i. RCMP
 - ii. an authorized official from the County.
2. When a commercial vehicle is being operated under the authority of an over-dimensional permit and the highest part of the vehicle or its load is more than 4.15m, the operator shall ascertain if there are any wires under which the object will have to be moved, and under no circumstances may the object be moved until the consent of the owner of the wires has been secured.
 3. A dimensional sign must be
 - (a) kept in good repair,
 - (b) kept clean and legible at all times, and
 - (c) covered, folded or removed when not required to be displayed.

Escort Vehicles

1. When an over-dimensional vehicle is required by an over-dimensional permit to be accompanied by an escort vehicle, 2-way radio communication must be maintained between each of the vehicles at all times.
2. A pilot vehicle accompanying an over-dimensional vehicle must precede it at a distance of 300 to 1,000 metres.
3. A trail vehicle accompanying an over-dimensional vehicle must follow it at a distance of 100 to 300 metres.
4. An escort vehicle must be equipped with a dimensional sign
 - (a) that complies with a sign shown in Schedule 4, 5, 5.1 or 5.2 of Alberta Commercial Vehicle Dimension and Weight Regulation (AR 315/2002), and
 - (b) that is mounted in such a manner as to be visible from both the front and rear of the vehicle.
5. When a dimensional sign shown in Schedule 4, 5.1 or 5.2 of Alberta Commercial Vehicle Dimension and Weight Regulation (AR 315/2002) is mounted on an escort vehicle,
 - (a) only the outboard lights must be used under normal weather and roadway conditions, and
 - (b) the inboard lights must be used only
 - i. under adverse weather or highway conditions,
 - ii. when turning or flagging, or
 - iii. during a mechanical breakdown.
6. When a dimensional sign shown in Schedule 5 of Alberta Commercial Vehicle Dimension and Weight Regulation (AR 315/2002) is mounted on an escort vehicle, the flashing lamps must be used at all times during which the vehicle is accompanying an over-dimensional vehicle.
7. A vehicle, while engaged as an escort vehicle, must not
 - (a) tow any trailer or other vehicle, or

- (b) carry any load that, in any manner, obscures any lights or signs that it is required to be equipped with.
- 8. An escort vehicle and, in the absence of an escort vehicle, the over-dimensional vehicle must carry at least the following equipment:
 - (a) advance warning triangle,
 - (b) 3 warning flags for traffic marking,
 - (c) one warning flag per crew member for flagging,
 - (d) one reflective vest per crew member, and
 - (e) one flashlight, equipped with signal tube, per crew member.
- 9. When a person who is located outside of the cab of a vehicle is engaged in an activity with respect to the operation or movement of an over-dimensional vehicle, that person shall
 - (a) wear a reflective vest, and
 - (b) make use of warning flags or flashlights as may be necessary to warn or give directions to traffic on the road.
- 10. The equipment referred to in subsection 8 must be maintained in a clean condition and in good repair.


General Conditions to an Over-Dimensional Permit

The following are conditions to which every permit issued in respect of an over-dimensional vehicle is subject:

1. the person to whom the permit is issued assumes full responsibility to carry out or comply with, as the case may be, the conditions to which the permit is subject.
2. the dimensions of the vehicle and load shall not exceed the useable or posted dimensions of any bridge, power lines, wires or other structures.
3. the permit is not valid for transport over a highway unless prior approval has been granted by the road authority having jurisdiction over that road.
4. the holder of the permit
 - a. shall move the object described in the permit entirely at the holder's own risk, and
 - b. assumes full responsibility for any damages that may occur to roadways, bridges, or other property as a result of this operation.
5. any angle dozer blade, brush cutter or brush rake that extends beyond the width of the trailer deck when attached to the equipment
 - a. may be left on the equipment when the distance to be travelled is 40 kilometres or less, and
 - b. must be detached from the equipment when the distance to be travelled is greater than 40 kilometres.
6. movement of all equipment with attachments that extend beyond the width of the hauling unit or outriggers is restricted to daytime hours only.
7. loader buckets that extend beyond the width of the trailer must be tipped in upward or downward position so that cutting edges are not exposed.
8. if the equipment to be used to move an object is specified in the permit, the object must be moved by means of that equipment.
9. under no circumstances shall the holder of the permit remove any signs or structures along the roadways or bridges without first obtaining permission from the person having jurisdiction over the sign or structure.

10. if the object being moved is of such dimensions as to obstruct or make it difficult for ordinary traffic to pass the object, the holder of the permit shall
 - a. arrange to have
 - i. person posted at some distance in front of, and
 - ii. a person posted at some distance behind,
 the object being moved in order to warn the travelling public, and
 - b. make every possible effort to assist the travelling public and to avoid delay.
11. if specified in the permit that special supervision is to be provided, the holder of the permit shall
 - a. arrange for that supervision to be provided by
 - i. RCMP,
 - ii. an authorized official from the County.
 as prescribed by the issuer of the permit, and
 - b. be subject to instruction of the person providing that supervision.
12. the expense of the supervision referred to in clause 11 shall become a liability to the holder of the permit and the holder shall discharge that liability.
13. in the case of a breakdown of equipment, mechanical difficulties or other adverse conditions, the holder of the permit
 - a. shall not abandon the object on any road, and
 - b. shall make arrangements forthwith to remove the object from the road.
14. if, during the movement of an object covered under the permit, a public hazard has been created either by
 - a. the object becoming stationary on the road, or
 - b. damage done to bridges, culverts or other structures along the road.
 the holder of the permit shall
 - c. notify the County forthwith, and
 - d. provide all possible assistance to the public using the road in order to avert injury to persons or damage to property.
15. the holder of the permit shall
 - a. assume full responsibility for injury to persons, or damage to public or private property, caused directly or indirectly by the transportation of a vehicle or loaded vehicle under the permit, and
 - b. hold harmless Cypress County, its officers, agents, employees and servants from all suits, claims, damages or proceedings of any kind, as a result of the transportation of the vehicle or loaded vehicle.
16. any security or indemnity, or both, as required by the issuer of the permit shall be provided by the applicant.
17. any deviation from the conditions of the permit by the permittee shall be sufficient cause to revoke or cancel the permit, and to withhold further issuance of permits to the permittee.

POLICY MANUAL

	SECTION	POLICY NO.	PAGE
	ROADS & STREETS	320-6	1 of 2
	POLICY TITLE	DATE	MOTION NO.
	Road Use Policy for Industrial/Commercial Truck Hauls	April 14, 2021	C21-113

PURPOSE:

To provide staff with the powers and procedures required for the implementation of Road Use Agreements for regulating major truck hauls.

SCOPE:

All commercial/industrial hauling operations occurring on Starland County roads. **All hauling operations for agricultural purposes are excluded.**

DEFINITIONS:

- “trip”** A singular movement from point A to point B past a particular location on the road.
- “major haul”** Commercial/industrial truck hauls involving 5 or more trips in a given 24 hour period.

APPLICATION:

1. As a condition of permit approval for activities such as development or overweight truck moves, Starland County may require the applicant to sign and adhere to a Road Use Agreement as attached in Appendix A.
2. Annually, the Director of Public Works or his designate shall contact the parties to a Road Use Agreement and advise them of their responsibilities towards the travelling public for dust control and repair costs, as well as to sign a new road use agreement should one be required.
3. Only prime contractors may sign a Road Use Agreement. Agreements signed by trucking contractors will not be accepted.
4. County staff shall monitor roads used for major hauls and excessive damage repair costs will be charged to the permit holder. In instances where major road damage is inevitable, or where collection for damages may be difficult, the Director of Public Works or his designate is authorized to take securities in the form of irrevocable letters of credit. Said securities will be used by the County to repair damages when a permit holder does not repair or maintain roads as required by

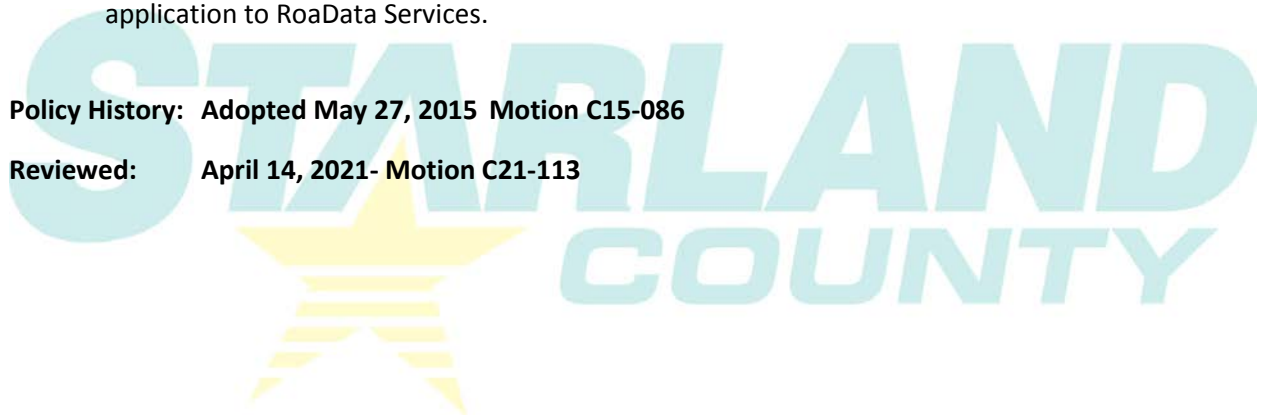


SECTION	POLICY NO.	PAGE
ROADS & STREETS	320-6	2 of 2
POLICY TITLE	DATE	MOTION NO.
Road Use Policy for Industrial/Commercial Truck Hauls	April 14, 2021	C21-113

5. The Chief Administrative Officer, Director of Public Works and Starland County Peace Officer are authorized to ban roads on a temporary basis and to take any appropriate enforcement action necessary to implement this policy and protect County and public interests during major truck hauls.
6. All Major Hauls require that 48 hours notification be given to the Starland County Peace Officer and the completion of a pre and post trip inspection. This must be done by way of permit application to RoaData Services.

Policy History: Adopted May 27, 2015 Motion C15-086

Reviewed: April 14, 2021- Motion C21-113





Starland County Road Use Agreement

Company Name: _____

Address: _____

City: _____ **Prov:** _____ **Postal Code:** _____

Contact Person: _____ **Position:** _____

Phone (office): _____ **Cell:** _____ **Fax:** _____

E-mail Address: _____

I hereby acknowledge I am able to act on behalf of the Company noted above and request approval for this Company or its agents to request blanket use of Starland County roads. By signing this agreement the Company accepts the following conditions:

1. This agreement will be in effect from the date of authorization until December 31st of that calendar year.
2. This agreement is binding upon successors and assignees, subject to notification of any changes.
3. Use legal weights only and notify RoaData Services Ltd. of any overweight/over dimensional loads prior to hauling. In the event that permission is requested for overload weights during Road Ban Season or for travel above a posted Road Ban limit, application may be made to post a security bond.
4. Any damages or excess maintenance requirements caused by trucks or equipment operating under this agreement are the responsibility of the company. This may include but is not limited to snow plowing, dust control, grading, re-gravelling and/or road repair of any kind.
5. The applicant agrees to reimburse Starland County for any work deemed necessary for safe public passage as a result of this activity.
6. The applicant is to obtain all required approvals from Alberta Environment, the Natural Resources Conservation Board, Alberta Transportation and any other departments or agencies that require approvals regarding use of the Provincial Highway System.
7. **Starland County is to be advised of Major Hauls (5 or more trips past a given location in a 24 hour period) or any movement of overweight equipment on Municipal roadways by way of obtaining a permit through RoaData Services Ltd. at 1-888-830-7623.**
8. Starland County is not responsible for any injury, loss or damages sustained by you, your employees or agents as a result of this activity.
9. In case of rain or wet conditions, the trucks are to be stopped immediately in order to protect the road from damage. Movement is only to take place on dry or frozen road surface. The applicant

is responsible for checking for movement related restrictions by going online at www.roadata.com, calling 1-888-830-7623, or by signing up for the free notification system offered through RoaData Services Ltd.

10. A copy of this Road Use Agreement must be carried in the Vehicle. Road Use Agreement must be presented upon request by Peace Officers. Starland County may monitor the roads and stop the project if necessary.
11. All road use privileges may be suspended until such time as operations are in compliance with the above-noted conditions.
12. Roadway Inspections may be performed on the route at the sole discretion on the Municipality. The applicant agrees to pay for such Roadway Inspections at the rate currently defined by Starland County.

Date: _____ **Name:** _____ **Signature:** _____

Position: _____ **Contact #:** _____

RETURN COMPLETED FORM TO RoaData Services Ltd: Fax: 403-341-7467 or by E-mail: permits@roadata.com

This Road Use Agreement is NOT Valid Unless Accepted by the Municipality Below

Office Use Only

Accepted: Yes No

Conditions: Yes No

Effective Date: _____

Agreement Number: _____

As Per: _____

Date

Address

RE: Road Use Agreement

Effective immediately the parties hereby agree to as follows, with regards to roads which are gravel, used by [Company Name] in the [Area or Road]

1. Company hereby undertakes to:
 - a) Spread 3 inches of specification 420 (Alberta Transportation Grade) gravel over the road surfaces needed for overweight loads or at the discretion of the Area Supervisor,
 - b) Meet with the Area Supervisor of the County of Northern Lights both prior to the spread of such gravel and subsequent to Spring/ Fall to inspect the condition of the roads,
 - c) Return the roads to at least the same condition observed during the initial inspection, should any damage be done to the roads as a result of Company activity on same between inspections. Additional gravelling, grading and repacking done by Company to achieve this condition.
 - d) Company will supply/ employ a grader for maintenance of the roads as needed to prevent rutting.

In consideration for the aforementioned undertakings of Company the County of Northern Lights hereby agrees to allow Company unlimited use, free of posted or otherwise imposed restrictions, of the roads for as long as restrictions are effective. Notwithstanding the foregoing, in the case of severe weather and only when absolutely necessary, the County of Northern Lights reserves the right to temporarily suspend this privilege upon advance notice to Company.

2. Company shall ensure that all vehicles operating under the privileges afforded by this agreement are in possession of a signed copy of same.
3. This agreement will expire December 31st, 2016. Any identified damage required to be repaired by Company identified by the County of Northern Lights, will survive the expiry date.

Should you find the foregoing acceptable, please indicate your agreement by signing and dating below, and returning the duplicate of this letter to the undersigned at first opportunity.

Should you have any questions or concerns, please do not hesitate to contact the Area Supervisor

Agreed to and accepted this _____ day of _____, 2016.

Executed on behalf of the County

Executed on behalf of Company Name

Trent McLaughlin
Director of Public Works

Manager

Print Name

ROAD USE AGREEMENT

MEMORANDUM OF AGREEMENT entered into this day ____ of _____, 20____.

BETWEEN:

COUNTY OF NORTHERN LIGHTS
a County incorporated under the
laws of the Province of Alberta,
(hereinafter referred to as
"Northern Lights"),

OF THE FIRST PART,

and

(hereinafter referred to as
"the Hauler"),

OF THE SECOND PART,

WHEREAS Northern Lights by statute is responsible for the control and management of certain public highways, roads, streets, lanes, alleys and bridges (hereinafter referred as "the Northern Lights Roadways") within Northern Lights and the Hauler has applied to Northern Lights for permission to haul certain goods and materials on the Northern Lights Roadways; and

WHEREAS Northern Lights is prepared to permit the Hauler to haul the goods and materials requested by the Hauler on the Northern Lights Roadways, subject to the Hauler undertaking to repair any damage caused to the Northern Lights Roadways, all on the terms and subject to the conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants and agreements hereinafter set forth and in consideration of Northern Lights permitting the Hauler to haul certain goods and materials, as specified on Schedule "A" hereto attached, over the Northern Lights Roadways during the period of time specified on Schedule "A" hereto attached, Northern Lights and the Hauler agree as follows:

1. Forthwith upon the execution of this Agreement by the Hauler and Northern Lights, the Hauler shall supply Northern Lights with security in the amount as may be specified on Schedule "A" hereto attached to ensure compliance by the Hauler with each of the terms, covenants and conditions of this Agreement to be performed or carried out by the Hauler. The security to be provided by the Hauler to Northern Lights pursuant to this Agreement shall consist of cash, certified cheque or a Letter or Letters of Credit issued by a chartered bank or the Treasury Branch in favour of Northern Lights in such form as may be required by Northern Lights or such other form of security as may be acceptable to Northern Lights.
2. The Hauler shall not haul any goods or materials on the Northern Lights Roadways until such time as the following conditions shall have been met:
 - a. this Agreement shall have been executed by the Hauler and by Northern Lights.

- b. the Director of Public Works of Northern Lights (hereinafter referred to as "the Public Works Director") shall have acknowledged receipt of the specified security and authorized the Hauler in writing to proceed with the haulage.
 - c. the Hauler shall have paid to Northern Lights any permit or administration fee required by Northern Lights for the entering into of this Agreement and the granting of approval to the Hauler to haul the goods and materials specified on the Northern Lights Roadways.
- 3. The Hauler, while operating within Northern Lights, shall at all times comply with all relevant statutes, regulations, bylaws, and resolutions, including, without restricting the generality of the foregoing, all permits, licenses and approvals issued by Northern Lights and the directions from time to time of the Public Works Director of Northern Lights.
- 4. The Hauler shall at all times ensure that all servants, employees, agents, licensees and independent contractors hired or contracted by the Hauler abide by and comply with the terms and conditions of this Agreement and in the event that any of the Hauler's servants, employees, agents, licensees and independent contractors shall fail to abide by the terms and conditions of this agreement, Northern Lights shall be entitled to any of the remedies hereinafter contained. The Hauler acknowledges that he is responsible for and shall indemnify Northern Lights and save Northern Lights harmless from any and all liability or damages that result from any failure of any servant, employee, agent, licensee or independent contractor of the Hauler to abide by the terms and conditions of this Agreement. Without restricting the generality of the foregoing, the Hauler shall be responsible for ensuring that any customer of the Hauler or any third party who hauls any goods or materials on the Northern Lights Roadways with the express or implied consent of the Hauler abides by and complies with all of the terms and conditions set out in this Agreement and the Hauler shall indemnify and save harmless Northern Lights from any and all liability or damage that results from any failure of any such customer or third party to abide by the terms and conditions of this Agreement.
- 5. The Hauler shall ensure that the goods and materials to be hauled by the Hauler are hauled only on those Northern Lights Roadways which are designated in Schedule "A" hereto attached and the Hauler, at the sole cost and expense of the Hauler, shall ensure that the Northern Lights Roadways designated in Schedule "A" hereto attached are at all times maintained and repaired by the Hauler in the manner set out in Schedule "A" hereto attached.
- 6. The Hauler shall ensure that all vehicles used to haul the goods and materials on the designated Northern Lights Roadways do not exceed the speed limit or speed limits set out in Schedule "A" hereto attached.
- 7. In the event that the Hauler shall fail to perform or carry out one or more of the obligations and undertakings to be performed or carried out by the Hauler pursuant to this Agreement the Public Works Director or any other municipal official shall be at liberty to issue a notice of deficiency to the Hauler advising the Hauler of his failure to perform or carry out one or more of his obligations or undertakings pursuant to this Agreement and the Hauler shall immediately undertake to perform or carry out such works or actions as might be stated in the notice of deficiency. In the further event that the Hauler fails to commence to perform or carry out the works or actions stated in the notice of deficiency to the satisfaction of Northern Lights within a period of forty eight (48) hours from the receipt of such notice of deficiency by the Hauler, or within such other period of time which might be agreeable to Northern Lights, Northern Lights shall be at liberty, but not obligated, to perform and to carry out the obligations and undertakings and every cost and expense incurred by Northern Lights in carrying out the said obligations and undertakings shall be paid by the Hauler to Northern Lights.

8. In the event that the Hauler shall fail to perform or to carry out any of the obligations or undertakings to be performed or carried out by the Hauler pursuant to this Agreement, the Hauler shall pay on demand to Northern Lights every cost and expense incurred by Northern Lights in enforcing or in attempting to enforce, or both, the terms and conditions contained in this Agreement, including, without restricting the generality of the foregoing, all legal fees and disbursements incurred by Northern Lights on a solicitor and client basis.
9. Notwithstanding any other provision contained in this Agreement to the contrary, in the event that the Chief Administrative Officer or any other municipal official shall certify in writing that an emergency exists as a result of the failure of the Hauler to perform or carry out one or more of its obligations and undertakings under this Agreement, Northern Lights shall be at liberty, but not obligated, to immediately perform or carry out the obligations or undertakings which the Hauler has failed to perform or carry out without notice to the Hauler, and the Hauler shall pay on demand to Northern Lights every cost and expense incurred by Northern Lights in performing or carrying out any obligation or undertaking which the Hauler has failed to perform or carry out.
10. In the event that Northern Lights produces one or more certificates from the Public Works Director or any other municipal official certifying that Northern Lights, or any person claiming from or through Northern Lights, is entitled to payment from the security provided by the Hauler for the sum or sums so certified, and where applicable, the Hauler undertakes jointly and/or separately with the financial institution providing the security pursuant to paragraph 1 of this Agreement that the said sum or sums will be so paid immediately on demand without deduction, holdback or further proof and that the Hauler will not say or do anything to impede the prompt payment of such sum or sums by the said financial institution, whether or not the Hauler believes in the accuracy of such certificate. No such certificate shall be invalidated by want of form or error in working and such certificates may be amended from time to time.
11. Any certificates above-described shall be sufficient and conclusive proof as between the parties hereto that Northern Lights, or any person claiming from or through Northern Lights, is entitled to payment of any sum or sums under any of the clauses of this Agreement notwithstanding the fact that any bank Letter of Credit may have expired, or not have been granted, or that payment of any amount (including damages) due from the Hauler to Northern Lights may not be covered by the amount (or terms accepted by Northern Lights) of the security provided pursuant to paragraph 1 of this Agreement.
12. Upon the completion of the haul, the Northern Lights Roadways used by the Hauler shall forthwith be restored by the Hauler to a condition which is satisfactory to the Public Works Director.
13. In the event that the Hauler shall fail to comply with any of the terms or conditions of this Agreement to be performed or carried out by the Hauler pursuant to this agreement, Northern Lights shall be at liberty to serve a notice upon the Hauler requiring the Hauler to quit hauling and upon the service of such a notice by Northern Lights on the Hauler, the Hauler shall stop all hauling activities within Northern Lights and the Hauler's rights under any permit or license issued by Northern Lights to haul goods or materials within Northern Lights on Northern Lights Roadways shall be suspended until such time as the suspension shall be lifted by Northern Lights.
14. This Agreement shall not be transferred or assigned by the Hauler without the consent in writing of Northern Lights.
15. All notices hereunder shall be valid and effective if personally delivered to or given by mail by registered letter, postage prepaid (unless at the time of or within forty-eight (48) hours thereof there shall be a general disruption in the postal service, in which case, service shall be by delivery only) addressed:

a. In the case of Northern Lights, to:

Northern Lights County
Attn: Director of Public Works
P.O. Box 10
#600 – 7th Ave NW
Manning, Alberta
T0H 2M0

b. In the case of the Hauler, to:

and if mailed, shall be deemed to have been effectively given three (3) days after mailing and, if delivered, shall be deemed to have been given on the date on which it was delivered. Any party may change its address for receipt of notice by giving notice of it's new address to the other party as herein contemplated.

IN WITNESS WHEREOF Northern Lights and the Hauler have executed this Agreement as of the day and year first above written.

COUNTY OF NORTHERN LIGHTS

Per: _____
Director of Public Works

SIGNED, SEALED AND DELIVERED)
In the presence of:)

_____)

(Hauler's name)

WITNESS as to the signature
of

SCHEDULE "A"

1. Goods and materials to be hauled: _____
2. Proposed period of haulage: _____
3. Designated haul route:

4. Additional Roads and/or Road Projects may be given a decision of approval in writing via email. Email: pawluskid@countyofnorthernlights.com
5. Maximum speed for haulage vehicles (except where lower limits are posted): _____
6. Permitted variations from legal or posted axle weight restrictions: _____
7. Security provided in the amount of: _____
[To be determined by Northern Lights; is dependent on selected haul routes]
8. Road maintenance requirements during haulage:
 - a. Gravel surface:
 - i. Road to be maintained with a grader during haulage.
 - ii. Dust to be controlled at all times. Oil, Water, Calcium Chloride or other similar approved products may be used for dust control.
 - iii. Soft spots and holes that develop shall be filled with gravel immediately.
 - iv. Water truck to be on site for dust control purposes as and when required.
 - v. Holes to be repaired using material approved by Northern Lights County
 - b. All road damage to be repaired as it develops. All repair materials subject to County approval.
 - c. Truck Haul in Progress signs to be installed at the following locations:

[To be determined by Northern Lights]
9. Hauler to notify all residents along haul route prior to start of haulage.
10. Hauler to supply company contact and phone number to residents as part of notification process.
11. Hauler to notify Northern Lights County Public Works Supervisor prior to start of haul and each time haul is resumed after a break in operations. Contact North Supervisor at: 780.836.6225 and/or South Supervisor at: 780.836.5873 or the Northern Lights Office at: 780.836.3348
12. All gravel trucks to be identified with signage on three separate sides of the truck including the rear tailgate area. The signage will consist of lettering not less than 6" in height and will include the name of the hauler and a truck number.
13. A complete listing of trucks used on the haul complete with names and identifying numbers to be provided to the County prior to start of haul.

- 14. Hours of operation for the truck haul shall be between the hours of _____ and _____ from the days of: _____.
- 15. If truck haul is discontinued for two or more days, Truck Haul in Progress signs are to be covered until such time as haul is resumed.
- 16. Each time haul is resumed after a break in operations residents must be notified of the resumed hauling operation.
- 17. Road restoration requirements upon completion of the haul:
 - a. Restore oil surface breaks and damage, restore any failures and rutting in gravel surfaces, blading and re-gravel where required.
 - b. Restore dust-controlled areas to pre-haul condition.
 - c. Re-shape shoulders and or road slopes that have been pushed out or damaged as a result of the haul.

NOTES:

Roads must be left in a condition which, in the sole opinion of the County, is equal to or better than the condition prior to the commencement of the haul.

Northern Lights County will not tolerate non-compliance of any of the above conditions. The County will immediately suspend the truck haul operation if any of the conditions are breached.

Roads with asphalt surfaces will need prior written approval via email. Email: pawluskid@countyofnorthernlights.com

ACCEPTED this _____ day of _____, 20____

COUNTY OF NORTHERN LIGHTS

SEAL

Per: _____
Director of Public Works

I have read and agree to the terms of this Road Use Agreement.

Per: _____
Haulers name

SUNNY VALLEY ROAD USE AGREEMENT

Memorandum of Agreement made as of the day of 2021 A.D.

Between;

The County of Northern Lights
in the Province of Alberta
[hereinafter referred to as the County]

of the first part

and

Company
a corporate body having its office in
in the Province of Alberta
[hereinafter referred to as the Company]

of the second part

WHEREAS the County has full control and jurisdiction of all local roadways within the County of Northern Lights; and

WHEREAS the Company has requested the use of municipal roads for the purpose of hauling gravel on the Sunny Valley Road; now

THEREFORE, in consideration of these premises and the mutual terms, covenants and conditions to be observed and performed, the County and the Company agree as follows:

1. The County hereby grants to the Company operating rights and privileges hereinafter described relating to the Company's operations on the road/s. The Company agrees to use the road/s at its own risk.
2. The County hereby grants permission to the Company to use the requested road/s for the period of to. Any extension of time must be requested in writing by the Company and agreed to in writing by the County.
3. In consideration of the operating rights and privileges herein granted (no other road/s is permitted), the Company covenants and agrees with the County as follows:
 - a) The haul routes identified in "Schedule A" shall be strictly adhered to for the purposes of hauling gravel. No permission is given for any other roads except as obtained in writing from the County prior to hauling. The following are the requirements for the use of the haul routes identified in "Schedule A" :

Requirements

Zero to Ten Loads per Day

The Company will adhere to the conditions as when hauling one to ten loads per day;

- i) The Company will continuously monitor the haul roads for dust and surface conditions, reporting any deterioration of conditions, rutting, and/or potholes to the County Road Supervisor.
- ii) The Company will supply gravel for potholes as required by the County Road Supervisor.
- iii) During wet or rainy conditions, the Company will immediately cease use of the haul roads and contact the County Road Supervisor. No hauling/ usage shall be conducted that causes rutting.
- iv) The Company shall ensure all trucks adhere to the haul route as outlined in "Schedule A" unless additional permissions have been provided by the County in writing.
- v) The Company will contact the County when hauling on roads not listed in "Schedule A" to discuss with the County Road Supervisor, roads being utilized 48 hours prior to the start of the haul for any additional requirements. Any additional requirements will be emailed to the Company by the Area Road Supervisor following the conversation.

Ten Loads or More per Day

The Company , in addition to the conditions listed above, shall adhere to the following requirements;

- i) the Company is to contact the County Road Supervisor by phone or text message to advise when a haul will be taking place. Any changes to the haul schedule should be reported to the Area Road Supervisor
- ii) The Company shall supply a water truck for dust control or maintenance of Calcium Dust Controlled areas, at the request of the County Road Supervisor.
- b) The number of "loads per day" is defined as loads of gravel, sand, topsoil, or equipment leaving the gravel pit operating under a development permit issued by the County. The number of loads per day includes any trucks owned by the pit operator, subcontractors, or customers of the gravel pit/ owner.
- c) Upon the completion of haul/s, the Company will leave the haul road/s in the same or better condition than when haul was commenced. Failure to do so will result in the County managing the necessary repair/restoration work and invoicing the Company.
- d) The Company its employees, agents and contractors shall ensure that all other acts and regulations applying to this haul road operation will be adhered to. Furthermore, this

road use agreement is not to be construed as approval or authority to proceed in any matter other than the issues addressed herein.

- e) The Company its employees, agents and independent contractors shall operate all vehicles on the roads according to provincial acts and regulations applicable to public highways. Carriers must hold valid permits for over- weight and over dimensional vehicles. Permits for County municipal roads can be obtained from Roadata Services Ltd. at 1-888-830-7623.
 - f) The Company shall indemnify and hold harmless the County, 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 Company, its employees or agents, in the performance by the Company of this Agreement. Such indemnification shall survive the termination of the Agreement.
4. In consideration of the Company performing the terms and conditions contained herein, the County covenants and agrees with the Company as follows:
- a) The County shall allow the Company, its employees, agents or independent contractors to use the roads according to the terms and conditions set out in this agreement and Schedules attached hereto.
 - b) The County shall indemnify and save harmless the Company, its directors, officers, agents and servants or any one or more of them, of and from all actions, causes of action, pleadings, claims, demands, losses, costs, damages, personal injury or death, expenses or charges, which may at any time occur to any person or to the property of any person traveling or otherwise using the road/s, or which may be brought or made against the Company, its directors, officers, agents or servants, where the Company's performance is pursuant to this agreement and where the Company is not in contravention of its obligations under the terms of this agreement.
5. The parties hereto mutually agree as follows:
- a) The road/s shall at all times during the term of this agreement remain a public roadway.
 - b) The road/s shall be at all times during the term of this agreement available for public use.
 - c) The maximum speed on the road/s, unless otherwise posted, shall be eighty (80) kilometers per hour. All trucks shall slow to sixty (60) kilometers per hour when meeting oncoming traffic.
 - d) Special consideration and care should be taken by the truck drivers when hauling during the hours that school buses are on local roads; and to stop hauling during inclement weather or poor visibility conditions.
 - e) This agreement may be terminated by the County through written notice of termination being provided to the Company. The effective date of termination shall be at least thirty (30) days from the date of the notice.

- e) Any notice, demand or other document required or permitted to be given under the terms of this Agreement shall be sufficiently given to the party to whom it is addressed if deliver or forwarded by registered mail

to the County at:

Director of Public Works
County of Northern Lights
PO Box 10, Manning AB T0H 2M0

County Road Supervisor: Mike Curry 780.836.6225 or
northlead@countyofnorthernlights.com

and to the Company at:

Email:

or to such other address as either party may furnish to the other from time to time.

- 6. This agreement will inure to be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.
- 7. The preamble paragraphs are hereby incorporated as an integral part of this agreement.

IN WITNESS WHEREOF this agreement has been duly executed by the parties hereto:

SEAL

Executed on behalf of the County

Director of Public Works

Executed on behalf of the Company

Witness

Manager

Name

Print Name

SUNNY VALLEY ROAD USE AGREEMENT

“SCHEDULE A”

Approved Haul Routes for Sunny Valley Pit Owners

- Entire Sunny Valley Road
- Range Road 222 south to Hwy 690 (Deadwood)
- Range Road 225 north to Hwy 691 (Ag Road)

BYLAW C-8065-2020

A Bylaw of Rocky View County, in the Province of Alberta, to administer Road Use Agreements to regulate Transport Operations within the County road right-of-way.

WHEREAS pursuant to the *Municipal Government Act*, the County has the direction, control and management of all roads and public places within the County and is responsible for ensuring that all such roads and public places are kept in a reasonable state of repair;

AND WHEREAS pursuant to Section 7 of the *Municipal Government Act* the council of a municipality may pass bylaws for municipal purposes respecting the safety, health and welfare of people and the protection of people and property and the enforcement of bylaws;

AND WHEREAS pursuant to Sections 203 and 209 of the *Municipal Government Act*, Council for the County may delegate by Bylaw any of its powers, duties, or functions to the Chief Administrative Officer, who may then further delegate the matter to Administration;

NOW THEREFORE the Council of Rocky View County enacts as follows:

Purpose and Title

- 1 This Bylaw may be cited as the *Road Use Agreement Bylaw*.

Definitions and Schedules

- 2 Schedule "A" being "Minimum and Specified Penalties" is attached to and forms part of this Bylaw.
- 3 Schedule "B" being "Exempted Roads" is attached to and forms part of this Bylaw.
- 4 The definitions contained in Schedule "C" of this Bylaw apply unless the context otherwise requires.

Application

- 5 This Bylaw applies to all Persons desiring to conduct Transport Operations using County roads related to the following activities:
 - (1) Natural resource exploration, development, extraction and processing;
 - (2) Commercial agriculture operations including all Confined Feeding Operations regardless of ownership or management status;
 - (3) Residential, commercial, industrial and infrastructure construction; and,
 - (4) Filming for motion pictures, television programs, advertisements and music videos.

- 6 Transport Operations for the above activities must contact the County prior to commencement to determine the need for a Road Use Agreement and/or haul permits if the loaded Heavy Vehicle movements to or from any location using County roads will exceed any one of the following:
 - (1) 30 movements in a 7 day period; or,
 - (2) 5 movements in a one-hour period.
- 7 The Executive Director of Operations or Designate, in their sole discretion, shall determine the risk any Transport Operation poses to the County roads considering the following:
 - (1) The weight and configuration of the proposed transport vehicles;
 - (2) The total number of loads, frequency and duration of the Transport Operations;
 - (3) The existing condition and surface type of the proposed transport route road(s);
 - (4) The proximity of the proposed transport route to residential dwellings; and,
 - (5) The time of year.
- 8 Where it is determined that Transport Operations may or will likely cause damage to the County's infrastructure, pursuant to Section 7, the Executive Director of Operations or Designate is authorized to require the Persons responsible to enter into a Road Use Agreement on such terms and conditions as the Executive Director of Operations or Designate deem appropriate.
- 9 A Road Use Agreement may require a Person to pay such amounts, or post security in a form and amount, or both, as may be determined by the Executive Director of Operations or Designate in order to secure performance of the Person's obligations under the Road Use Agreement.
- 10 A Person shall not conduct Transport Operations for which the County, pursuant to Section 8, requires a Road Use Agreement until the Road Use Agreement has been executed and the County has received any required security.

Exemptions

- 11 The following vehicles and activities are exempted from the provisions of this Bylaw:
 - (1) Transport Operations along any County road that the County has designated as an Exempted Road. Exempted Roads are set out in Schedule "B" and amended from time to time;
 - (2) Regular public or school transportation routes;
 - (3) Family Farm operations including Family Farm operations using contracted farm services;

- (4) Vehicles and equipment required by the County and its contractors to construct, maintain and repair roads, and provide basic services;
 - (5) Transport Operations to address declared disasters; and,
 - (6) Emergency service vehicles as defined in the *Traffic Safety Act*.
- 12 Transport Operations exempted from a Road Use Agreement must still obtain any permits required under Section 13(1) of the *Traffic Safety Act* by contacting the County's haul permit service provider.

Operations

- 13 No Person shall conduct Transport Operations exceeding the Heavy Vehicle movement threshold established in Section 6 without a Road Use Agreement and/or hauling permits issued by the County through its service provider.
- 14 Family Farm operations are eligible for an Annual Agricultural Permit by contacting the County.
- 15 Any Person who has entered into a Road Use Agreement with the County shall comply with all provisions of the *Traffic Safety Act* and this Bylaw.
- 16 Where a Person has entered into a Road Use Agreement, failure to comply with this Bylaw can result in the suspension or termination of that Road Use Agreement, the application of penalties and may affect the ability of that Person to obtain future Road Use Agreements.
- 17 A Person who has entered into a Road Use Agreement with the County pursuant to this Bylaw shall comply with any term or condition of the Agreement. No Person shall contravene any term or condition of a Road Use Agreement without written approval from the County.
- 18 A Person shall produce a Road Use Agreement or haul permits when requested by an Enforcement Officer.
- 19 A Person shall not make any false or misleading statement or provide any false or misleading information to obtain a Road Use Agreement pursuant to this Bylaw.
- 20 The onus of proving a Road Use Agreement has been entered into in relation to any activity otherwise regulated, restricted or prohibited by this Bylaw is on the Person alleging the existence of such an Agreement on a balance of probabilities.
- 21 No new Road Use Agreements will be issued during the County's Annual Spring Road Ban Season.
- 22 Any active Road Use Agreements will be temporarily suspended during the County's Annual Spring Road Ban Season. Temporarily suspended Road Use Agreements will be re-instated thereafter.
- 23 Transport Operations that do not exceed the Heavy Vehicle movement thresholds established in Section 6 are permitted during the County's Annual Spring Road Ban Season.

All Heavy Vehicles during this time must haul at legal weight and adhere to the County's specified Road Bans.

Offences

- 24 It is an offence under this Bylaw to:
- 1) Conduct Transport Operations exceeding the Heavy Vehicle movement threshold established in Section 6 without a Road Use Agreement and/or hauling permits issued by the County through its service provider;
 - 2) Provide false or misleading information to the Executive Director of Operations or Designate regarding a Road Use Agreement;
 - 3) Fail to comply with the terms and conditions of a Road Use Agreement; and,
 - 4) Fail to produce a Road Use Agreement or haul permits when requested by an Enforcement Officer.
- 25 Where a violation of this Bylaw is continuing in nature, a violation constitutes a separate offence for each day or part day on which it continues.

General Penalty Provisions

- 26 In accordance with the *Municipal Government Act*, any Person that violates any provision of this Bylaw is guilty of an offence and is liable, upon conviction, to a maximum fine of \$10,000.

Minimum and Specified Penalties

- 27 The minimum and specified penalties for a violation of Section 24 of this Bylaw are set out in Schedule "A".
- 28 Any written warnings or monetary penalties for a violation of Section 24 of this Bylaw shall be applied to the Applicant identified in the Road Use Agreement.

Enforcement

- 29 Where a Enforcement Officer has reasonable grounds to believe that a Person has violated any provisions of this Bylaw, the Enforcement Officer may commence Court proceedings against such Person by:
- (1) Issuing the Person a Violation Ticket pursuant to the provisions of Part 2 and Part 3 of the Provincial Procedures Act; or,
 - (2) Swearing out an Information or Complaint against the Person.

- 30 Where a Enforcement Officer issues a Person a Violation Ticket in accordance with Sections 27 and 28 of this Bylaw, the Officer may either:
1. Allow the Person to pay the specified penalty as provided for the offence in Schedule “A” of this Bylaw by including such specified penalty in the Violation Ticket; or,
 2. Require a Court appearance of the Person where the Enforcement Officer believes that such appearance is in the public interest, pursuant to the provisions of Part 2 of the Provincial Procedures Act.
- 31 No provision of this Bylaw, nor any action taken pursuant to any provision of this Bylaw, shall in any way restrict, limit, prevent, or preclude the County from pursuing any other remedy in relation to an offence as may be provided by the *Municipal Government Act* or any other legislation of the Province of Alberta.

Strict Liability Offence

- 32 It is the intention of Council that all offences created by this Bylaw be interpreted to be strict liability offences.

Severability

- 33 Each provision of this Bylaw is independent of all other provisions. If any provision of this Bylaw is declared invalid for any reason by a Court of competent jurisdiction, the remaining provisions of this Bylaw will remain valid and enforceable.

Effective Date

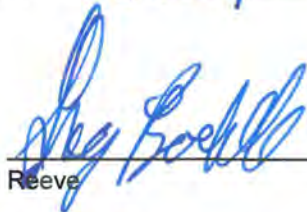
- 34 Bylaw C-8065-2020 is passed when it receives third reading and is signed by the Reeve or Deputy Reeve and the Chief Administrative Officer or Designate as per the *Municipal Government Act*.

READ A FIRST TIME IN COUNCIL this 14th day of July, 2020

READ A SECOND TIME IN COUNCIL this 14th day of July, 2020

UNANIMOUS PERMISSION FOR THIRD READING this 14th day of July, 2020

READ A THIRD TIME IN COUNCIL this 14th day of July, 2020



Reeve



Chief Administrative Officer or Designate

July 14, 2020

Date Bylaw Signed

Schedule "A" - Minimum and Specified Penalties

SECTION	OFFENCES	MINIMUM AND SPECIFIED PENALTY	SECOND OFFENCE	THIRD OFFENCE	FOURTH AND SUBSEQUENT OFFENCES
13	Exceed heavy vehicle movement threshold without an active RUA and/or haul permits	Written warning and suspension of transport operations until RUA executed and/or haul permits issued	\$ 2,000 and suspension of transport operations until RUA executed and/or haul permits issued	\$ 5,000 and prohibition from transport operations on County roads for six (6) months	\$ 10,000 and prohibition from transport operations on County roads for 12 months
17	Contravene any term or condition of RUA without written approval	\$ 500	\$ 500 and 24 hour suspension of transport operations	\$ 1,000 and one (1) week suspension of transport operations	\$ 2,000 and termination of RUA
18	Fail to produce a RUA or haul permits when requested by Enforcement Officer	\$ 500	--	--	--
19	Provide false and misleading information regarding a RUA	\$ 500	--	--	--

Schedule “B” – Exempted Roads

ROAD NAME	ROAD TYPE	DIVISION	LOCATION	EFFECTIVE DATE
RR 10 / BALZAC BLVD (From HWY 566 NORTH For 800m)	Resource Road-Paved	7	SE-13-26-1-W5M	03-15-2008
RR 43 (from COCHRANE TOWN LIMITS to COCHRANE LAKE WEST)	Resource Road-Paved	9	W-15,22-26-4-W5M	03-15-2008
RR 51 (from TR 252 to SHELL PLANT)	Resource Road-Paved	1	W-13-25-5-W5M	03-15-2008
RR 264 (from TR 274 to TR 280)	Resource Road-Paved	6	W-28,33-27-26-W4M	03-15-2008
RR 264 (from TR 280 to HWY 72)	Resource Road-Paved	6	W-4,9-28-26-W4M	03-15-2008
RR 271 (from HWY 9 to TR 270)	Resource Road-Paved	6	W-25,36-26-27-W4M	03-15-2008
RR 283 (from TR 250 NORTH for 800m)	CN Resource Road-Paved	5	SW-3-25-28-W4M	03-01-2013
RR 283 (from TR 232 to HWY 560)	Ban Free-FWD Tested-Paved	4	W-15,22-23-28-W4M	01-02-2018
RR 284 (from HWY 567 to TR 274)	Ban Free-FWD Tested-Paved	7	W-16,21-27-28-W4M	01-02-2018
RR 285 / 100 ST (from HWY 1 SOUTH 800m)	High Load Corridor-Paved	5	NW-20-24-28-W4M	05-05-2009
RR 285 / 100 ST (from HWY 1 to TR 250)	High Load Corridor-Paved	5	W-29,32-24-28-W4M	05-05-2009
RR 285 / 100 ST (from TR 250 to HWY 564)	High Load Corridor-Paved	5	W-5,8,17,20-25-28-W4M	05-05-2009
RR 285 (from HWY 22X to TR 222)	Resource Road-Paved	4	W-17,20,29-22-28-W4M	03-15-2008
RR 285 (from GLENMORE TR to 61 AVE SE)	Resource Road-Paved	5	W-29,32-23-28-W4M	06-14-2011
RR 285 (from 61 AVE SE to TR 240)	Industrial/Commercial-Paved	5	W-32-23-28-W4M	01-11-2018
RR 285 (from TR 240 to PEIGAN TR)	Industrial/Commercial-Paved	5	W-5-24-28-W4M	02-27-2017
RR 290 (from TR 260 to HWY 566)	High Load Corridor-Paved	7	W-6,7-26-28-W4M	03-10-2012
RR 291 (from HWY 566 to TR 260)	Resource Road-Paved	7	W-1,12-26-29-W4M	03-15-2008
RR 291 (from HWY 566 NORTH for 500m)	Industrial/Commercial-Paved	7	W-13-26-29-W4M	06-07-2016
RR 292 (from CROSSIRON DR to HWY 566)	Industrial/Commercial-Paved	7	IN-11-26-29-W4M	03-29-2012
RR 293 (from CROSSIRON DR to COL. ROBERTSON WAY)	Industrial/Commercial-Paved	7	NW-3-26-29-W4M	11-07-2016
TR 222 (from RR 285 EAST into BURNGO PIT)	Resource Road-Paved	4	S-17-22-28-W4M	03-15-2008
TR 232 (from RR 284 to HWY 791)	Resource Road-Paved	4	S-13,14,15,16-23-28-W4M	03-15-2008
TR 241B (from HWY 797 WEST for 2.0km)	Ban Free-FWD Tested-Paved	4	IN-10-24-27-W4M	02-27-2017
TR 250 (from CALGARY CITY LIMITS to RR 285)	CN Resource Road-Paved	5	S-6-25-28-W4M	11-08-2013
TR 250 (from RR 285 to RR 283)	CN Resource Road-Paved	5	S-5,4-25-28-W4M	03-01-2013
TR 252 (from JUMPING POUND RD to RR 50)	Resource Road-Paved	1	S-18-25-4-W5M	03-15-2008
TR 252 (from RR 50 to RR 51)	Resource Road-Paved	1	S-13-25-5-W5M	03-15-2008
TR 292 /ACME RD (from RR 10 to RR 13)	Resource Road-Paved	6	S-13,14,15-29-1-W5M	03-15-2008
TR 292 / ACME RD (from RR 290 to RR 10)	Resource Road-Paved	6	S-13,14,15-29-29-W4M	03-15-2008

ROAD NAME	ROAD TYPE	DIVISION	LOCATION	EFFECTIVE DATE
TR 292 / ACME RD (from RR 284 to RR 290)	Resource Road-Paved	6	S-17, 18-29-29-W4M	03-15-2008
GLENDALE RD (from HWY 766 to GRAVEL PIT)	Resource Road-Paved	9	IN-27, 28-26-3-W5M	03-15-2008
JUMPING POUND RD (from TR 244 to HWY 1)	Ban Free-FWD Tested-Paved	1	W-29, 32-24-4-W5M	01-02-2018
JUMPING POUND RD (from HWY 1 to TR 250)	Resource Road-Paved	1	NW-32-24-4-W5M	03-15-2008
JUMPING POUND RD (from TR 250 to TR 252)	Resource Road-Paved	1	W-5, 8-25-4-W5M	03-15-2008
PEIGAN TRAIL (from 84 ST SE to RR 285)	Industrial/Commercial-Paved	5	IN-6-24-28-W4M	09-17-2015
FRONTIER RD (from 84 ST to RR 285)	Industrial/Commercial-Paved	5	IN-6-24-28-W4M	02-27-2017
FRONTIER PLACE (SOUTH off FRONTIER RD)	Industrial/Commercial-Paved	5	IN-6-24-28-W4M	02-27-2017
FRONTIER CRESCENT (SOUTH off FRONTIER RD)	Industrial/Commercial-Paved	5	IN-6-24-28-W4M	02-27-2017
61 AVENUE SE (from 84 ST SE to RR 285)	Industrial/Commercial-Paved	5	IN-31-23-28-W4M	07-01-2011
KLEYSEN WAY (from 84 ST SE to DUFF DR)	Industrial/Commercial-Paved	5	IN-31-23-28-W4M	03-29-2012
DUFF DR (from KLEYSEN WAY to RYAN RD)	Industrial/Commercial-Paved	5	IN-31-23-28-W4M	03-29-2012
RYAN RD (from 61 AVE SE to KLEYSEN WAY)	Industrial/Commercial-Paved	5	IN-31-23-28-W4M	03-29-2012
WRANGLER DR (from 61 AVE SE to RYAN RD)	Industrial/Commercial-Paved	5	IN-31-23-28-W4M	03-29-2012
WRANGLER PLACE (NORTH off 61 AVE SE)	Industrial/Commercial-Paved	5	IN-31-23-28-W4M	03-29-2012
WRANGLER LINK (from WRANGLER WAY to 61 AVE SE)	Industrial/Commercial-Paved	5	IN-31-23-28-W4M	03-29-2012
WRANGLER WAY (from WRANGLER RD to 61 AVE SE)	Industrial/Commercial-Paved	5	IN-31-23-28-W4M	03-29-2012
WRANGLER RD (from 84 ST SE to 61 AVE SE)	Industrial/Commercial-Paved	5	IN-30, 31-23-28-W4M	03-29-2012
WRANGLER CRES (from WRANGLER AVE to WRANGLER RD)	Industrial/Commercial-Paved	5	IN-30-23-28-W4M	03-29-2012
WRANGLER AVE (from 84 ST SE to BLUEGRASS DR)	Industrial/Commercial-Paved	5	IN-30-23-28-W4M	03-29-2012
BLUEGRASS DR (from WRANGLER AVE to RR 285)	Industrial/Commercial-Paved	5	IN-30-23-28-W4M	03-29-2012
PRAIRIE PLACE (PAVED PORTION NORTH off WRANGLER RD)	Industrial/Commercial-Paved	5	IN-30-23-28-W4M	03-29-2012
NORMAN PLACE (WEST off RR 283)	Industrial/Commercial-Paved	4	IN-21-23-28-W4M	06-04-2018
CROSSIRON BLVD (from CROSSIRON DR to HWY 566)	Industrial/Commercial-Paved	7	IN-9-26-29-W4M	03-29-2012
BASS PRO WAY (from INT of CROSSIRON BLVD/CROSSIRON RD WEST 1.1km)	Industrial/Commercial-Paved	7	IN-9-26-29-W4M	03-29-2012
DWIGHT MCLELLAN TR (from 144 AVE SE to HWY 566)	Resource Road-Paved	7	IN-3, 10-26-29-W4M	08-01-2011
CENTURY DOWNS DR (from CROSSIRON DR to DWIGHT MCLELLAN TR)	Industrial/Commercial-Paved	7	IN-10-26-29-W4M	06-05-2017

ROAD NAME	ROAD TYPE	DIVISION	LOCATION	EFFECTIVE DATE
CROSSIRON RD (from CROSSIRON BLVD to DWIGHT MCLELLAN TR)	Industrial/Commercial-Paved	7	IN-9-26-29-W4M	03-29-2012
CROSSIRON DR (from HWY 2 to DWIGHT MCLELLAN TR)	Industrial/Commercial-Paved	7	IN-9,10-26-29-W4M	03-29-2012
CROSSPOINTE DR (from DWIGHT MCLELLAN TR EAST 400m)	Industrial/Commercial-Paved	7	IN-10-26-29-W4M	06-05-2017
CROSSIRON DR (from DWIGHT MCLELLAN TR to RR 292)	Industrial/Commercial-Paved	7	IN-10-26-29-W4M	06-05-2017
CROSSPOINTE RD (from DWIGHT MCLELLAN TR EAST 420m)	Industrial/Commercial-Paved	7	IN-10-26-29-W4M	06-05-2017
CROSSIRON DR (from RR 292 to RR 291)	Industrial/Commercial-Paved	7	IN-11-26-29-W4M	09-17-2015
NOSE CREEK BLVD (from CROSSIRON DR to COL. ROBERTSON WAY)	Industrial/Commercial-Paved	7	IN-4-26-29-W4M	11-07-2016
JAMES JONES WAY (from NOSE CREEK BLVD to RR 293)	Industrial/Commercial-Paved	7	IN-4-26-29-W4M	11-07-2016
COLONEL ROBERTSON WAY (from NOSE CREEK BLVD to RR 293)	Industrial/Commercial-Paved	7	IN-4-26-29-W4M	11-07-2016
WRITING CREEK CRES (from 144 AVE SE to NOSE CREEK BLVD)	Industrial/Commercial-Paved	7	IN-4-26-29-W4M	03-29-2012
WESTLAND DR (EAST off RR 292)	Industrial/Commercial-Paved	7	IN-11-26-29-W4M	03-29-2012
WAGON WHEEL LINK (from RR 292 to WAGON WHEEL BLVD)	Industrial/Commercial	7	IN-10-26-29-W4M	03-29-2012
WAGON WHEEL BLVD (WEST off WAGON WHEEL LINK)	Industrial/Commercial-Paved	7	IN-10-26-29-W4M	03-29-2012
WAGON WHEEL WAY (SOUTH off WAGON WHEEL BLVD)	Industrial/Commercial-Paved	7	IN-10-26-29-W4M	03-29-2012
WAGON WHEEL RD (from RR 292 to WAGON WHEEL CRES)	Industrial/Commercial-Paved	7	IN-11-26-29-W4M	03-29-2012
WAGON WHEEL VIEW (SOUTH off WAGON WHEEL RD)	Industrial/Commercial-Paved	7	IN-11-26-29-W4M	03-29-2012
WAGON WHEEL CRES (NORTH off WAGON WHEEL RD)	Industrial/Commercial-Paved	7	IN-11-26-29-W4M	03-29-2012
WAGON WHEEL CRES (from WAGON WHEEL RD to CROSSIRON DR)	Industrial/Commercial-Paved	7	IN-11-26-29-W4M	03-29-2012
HIGH PLAINS RD (from RR 291 to HIGH PLAINS BLVD)	Industrial/Commercial-Paved	7	IN-1-26-29-W4M	06-05-2017
HIGH PLAINS BLVD (from HIGH PLAINS RD NORTH 500m)	Industrial/Commercial-Paved	7	IN-1-26-29-W4M	06-05-2017

Schedule “C” – Definitions

- (1) **“Administration”** means the operations and staff of the County under the direction of the Chief Administrative Officer;
- (2) **“Annual Agricultural Permit”** means a permit provided by the County to Family Farm operations to haul feed, seed, grain, livestock, fertilizer and hay/straw on any County roads at one increment above the posted Road Ban;
- (3) **“Chief Administrative Officer”** means that individual appointed by Council into the position of Chief Administrative Officer for the County pursuant to the *Municipal Government Act*;
- (4) **“Annual Spring Road Ban Season”** means a time period, typically from early March to early June, during which time the County’s road system is subject to Road Bans;
- (5) **“Confined Feeding Operation”** means fenced or enclosed land or buildings where livestock are confined for the purpose of growing, sustaining, finishing or breeding by means other than grazing, but does not include residences, livestock seasonal feed and bedding sites, equestrian stables, auction markets, racetracks or exhibition grounds;
- (6) **“Commercial Agricultural Operation”** means agricultural operations that do not meet the definition for a Family Farm. Typical operations include Confined Feeding Operations, large-scale crop and livestock production, and agricultural processing, distribution and service providers.
- (7) **“Council”** means the duly elected Council for the County;
- (8) **“County”** means Rocky View County as a municipal corporation and the geographical area within its jurisdictional boundaries, as the context requires.
- (9) **“Court”** means a Court of competent jurisdiction in the Province of Alberta;
- (10) **“Designate”** means any Executive Director, Manager, Enforcement Officer or County employee authorized by the Chief Administrative Officer to act on behalf of the County;
- (11) **“Enforcement Officer”** means a member of the Royal Canadian Mounted Police (R.C.M.P.), a Peace Officer appointed by the Solicitor General of Alberta in accordance with the *Peace Officers Act* S.A. 2006, c P-3.5, or Bylaw Enforcement Officer employed by the County in accordance with the *Municipal Government Act*;
- (12) **“Exempted Roads”** means roads along the County’s road system for which a Road Use Agreement will not be required on the basis that the roads have been designed and constructed to accommodate heavy hauling. These roads include commercial, industrial or resource roads, high load corridors or ban free FWD Tested Roads.

- (13) **“Family Farm(s)”** means any farm that is not managed by a commune, co-operative or non-family corporation.
- (14) **“FWD Tested Roads”** means roads whose load carrying capacity have been determined through Falling Weight Deflectometer testing.
- (15) **“Heavy Vehicle”** means a vehicle exceeding any one of the following: two (2) axles, 11 metres in length or a maximum allowable weight of 4,500 kilograms.
- (16) **“Municipal Government Act”** means the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended from time to time;
- (17) **“Natural Resources”** means raw materials that include oil and gas, peat, sand and gravel, silt, clay, marl, limestone, gypsum, other precious and semi-precious minerals, timber and coal;
- (18) **“Person(s)”** means any individual or business entity including a firm, joint venture, proprietorship, association, corporation, organization, partnership, company or society and any other legal entity;
- (19) **“Road Ban”** means weight restrictions that reduce the maximum axle weight allowed on any carrying axle of a truck or trailer by a percentage specified by the County;
- (20) **“Road Use Agreement”** (RUA) means a written agreement between the County and the Persons wishing to conduct Transport Operations on County roads;
- (21) **“Traffic Safety Act”** means the *Traffic Safety Act*, R.S.A. 2000, Chapter T-6, as amended from time to time;
- (22) **“Transport Operations”** means the transportation of people, goods, materials and/or equipment; and,
- (23) **“Violation Ticket”** means a ticket issued pursuant to Part II or Part III of the *Provincial Offences Procedure Act*, R.S.A. 2000, c. P-34, as amended from time to time.



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 8, 2022
Presented By:	Caitlin Smith, Manager of Planning & Development
Title:	Bylaw 1254-22 Land Use Bylaw Amendment to Rezone Part of SE 8-106-15-W5M from Hamlet Residential 1B “H-R1B” to Institutional “I”

BACKGROUND / PROPOSAL:

Administration has received a request to rezone a portion of SE 8-106-15-W5M to accommodate a new church; Grace Fellowship. The applicants plan to subdivide the parcel once the rezoning is approved.

The area proposed to be rezoned does not currently have adequate access to accommodate the proposed use, this will be required at the time of subdivision. 100 Avenue will be required to be extended at that time. The area required for the road extension does not require rezoning and is therefore not included in the drawing at this time.

The land proposed to be rezoned is also subject to Offsite Levy Bylaw 1225-21 which will be required to be paid at time of subdivision.

There are water and sanitary sewer services nearby, which the applicant will also be required to tie into at time of subdivision.

Proposed Bylaw 1254-22 will be presented to the Municipal Planning Commission for their recommendation at the March 10, 2022 meeting.

OPTIONS & BENEFITS:

Options are to give first reading, defeat first reading, or table the application for more information.

COSTS & SOURCE OF FUNDING:

Author: N Friesen **Reviewed by:** C Smith **CAO:** B Peters

Costs will consist of advertising the Public Hearing and adjacent landowner letters which will be borne by the applicant.

SUSTAINABILITY PLAN:

Goal E26 That Mackenzie County is prepared with infrastructure and services for continually growing population.

COMMUNICATION / PUBLIC PARTICIPATION:

The bylaw amendment will be advertised as per MGA requirements, this includes all adjacent landowners. The applicant will also be required to display a sign on the subject property as per MGA requirements.

POLICY REFERENCES:

DEV001 Urban Development Standards

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That first reading be given to Bylaw 1254-22 being a Land Use Bylaw Amendment to Rezone Part of SE 8-106-15-W5M from Hamlet Residential 1B “H-R1B” to Institutional “I” to accommodate a Place of Worship, subject to public hearing input.

Author: N Friesen **Reviewed by:** C Smith **CAO:** B Peters

BYLAW NO. 1254-22
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 2017, and

WHEREAS, the Council of Mackenzie County, in the Province of Alberta, has deemed it desirable to amend the Mackenzie County Land Use Bylaw to accommodate a Place of Worship.

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

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

Part of SE 8-106-15-W5M

Within Mackenzie County, be rezoned from Hamlet Residential 1B “H-R1B” to Institutional “I” outlined in Schedule “A” hereto attached.

READ a first time this ____ day of _____, 2022.

PUBLIC HEARING held this ____ day of _____, 2022.

READ a second time this ____ day of _____, 2022.

READ a third time and finally passed this ____ day of _____, 2022.

Josh Knelsen
Reeve

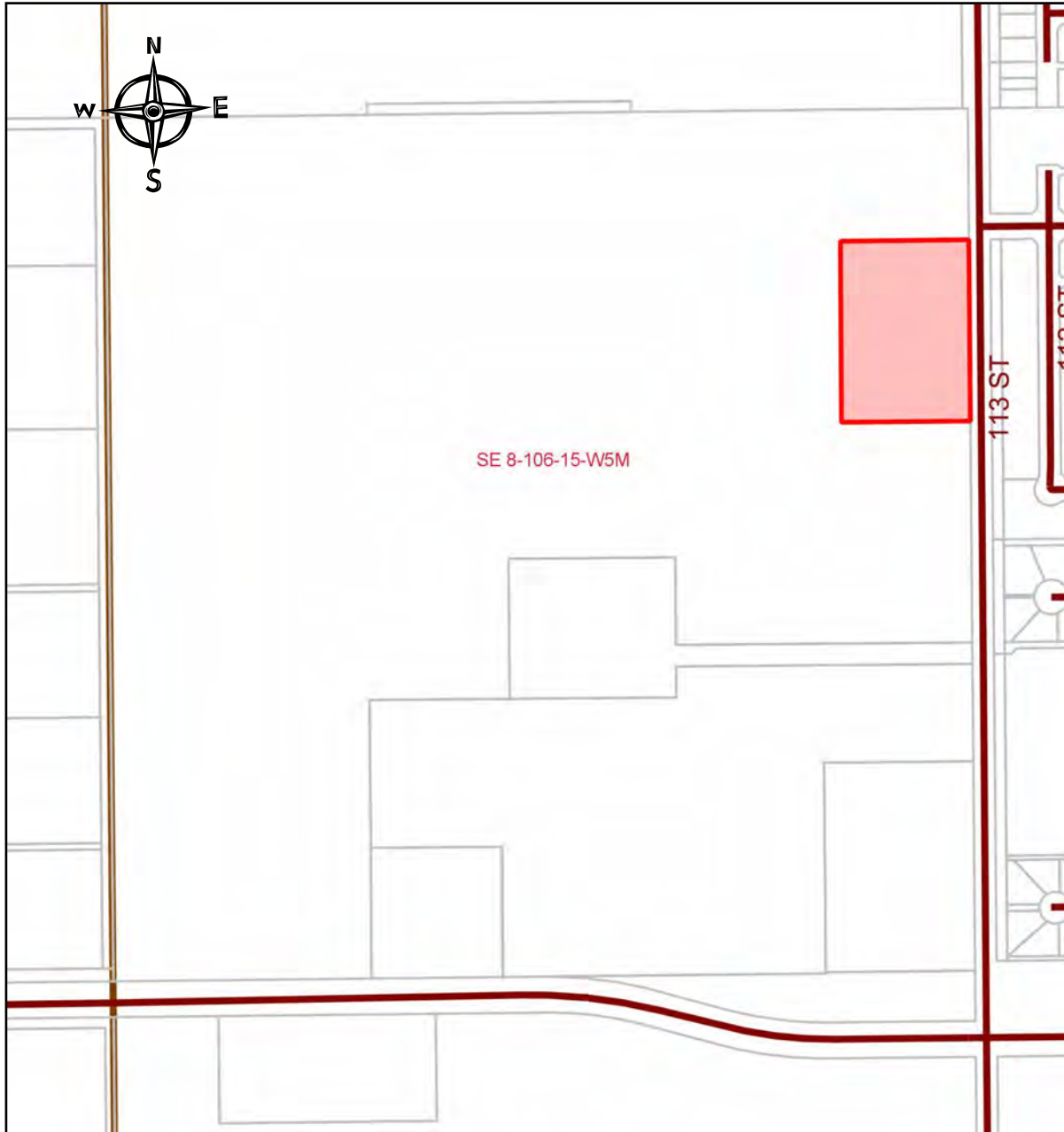
Byron Peters
Interim Chief Administrative Officer

BYLAW No. 1254-22

SCHEDULE "A"

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

Part of SE 8-106-15-W5M within Mackenzie County, be rezoned:



FROM: Hamlet Residential 1B "H-R1B"

TO: Institutional "I"

Mackenzie County LAND USE BYLAW AMENDMENT APPLICATION

Name Of Applicant <u>Robin Dyck</u>
Address:

Complete only if different from Applicant

Name of Registered Owner <u>Trudy Derksen</u> <u>Reuben Derksen</u>
Address:

Legal Description of the Land Affected by the Proposed Amendment:

QTR./LS. <u>SE</u>	SEC. <u>8</u>	TWP. <u>106</u>	RANGE <u>15</u>	M. <u>WS</u>	or	PLAN	BLK	LOT
-----------------------	------------------	--------------------	--------------------	-----------------	----	------	-----	-----

Civic Address: _____

Land Use Classification Amendment Proposed:

From: Hamlet Residential 1B To: Institutional

Reasons Supporting Proposed Amendment:

<u>To subdivide a 5 acre lot for the purpose of building a church.</u>
--

I have enclosed the required application fee

Receipt No.: _____

Applicant Signature _____

Feb 16, 2022
Date

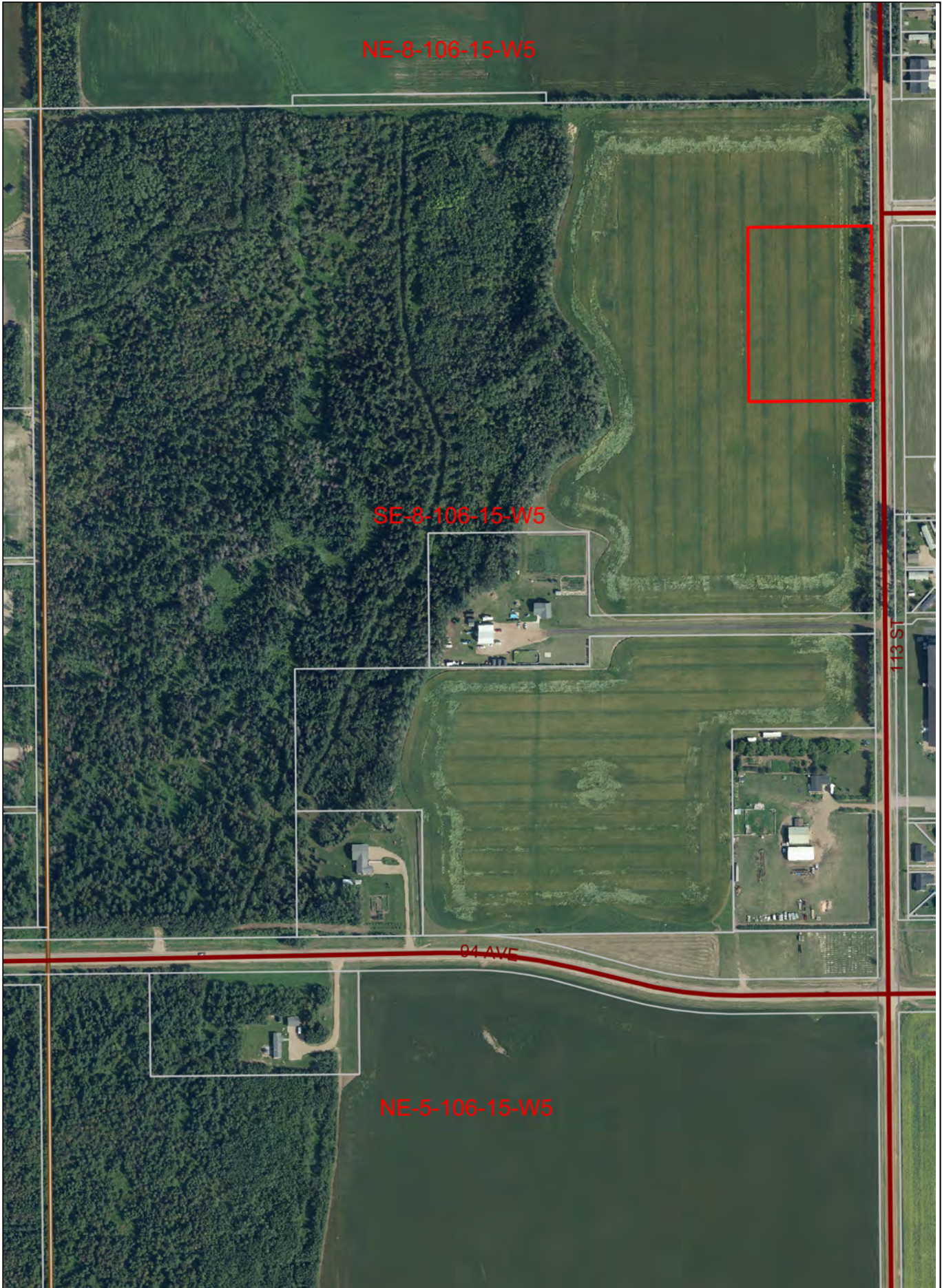
Registered Owner Signature _____

Feb 16, 2022
Date

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

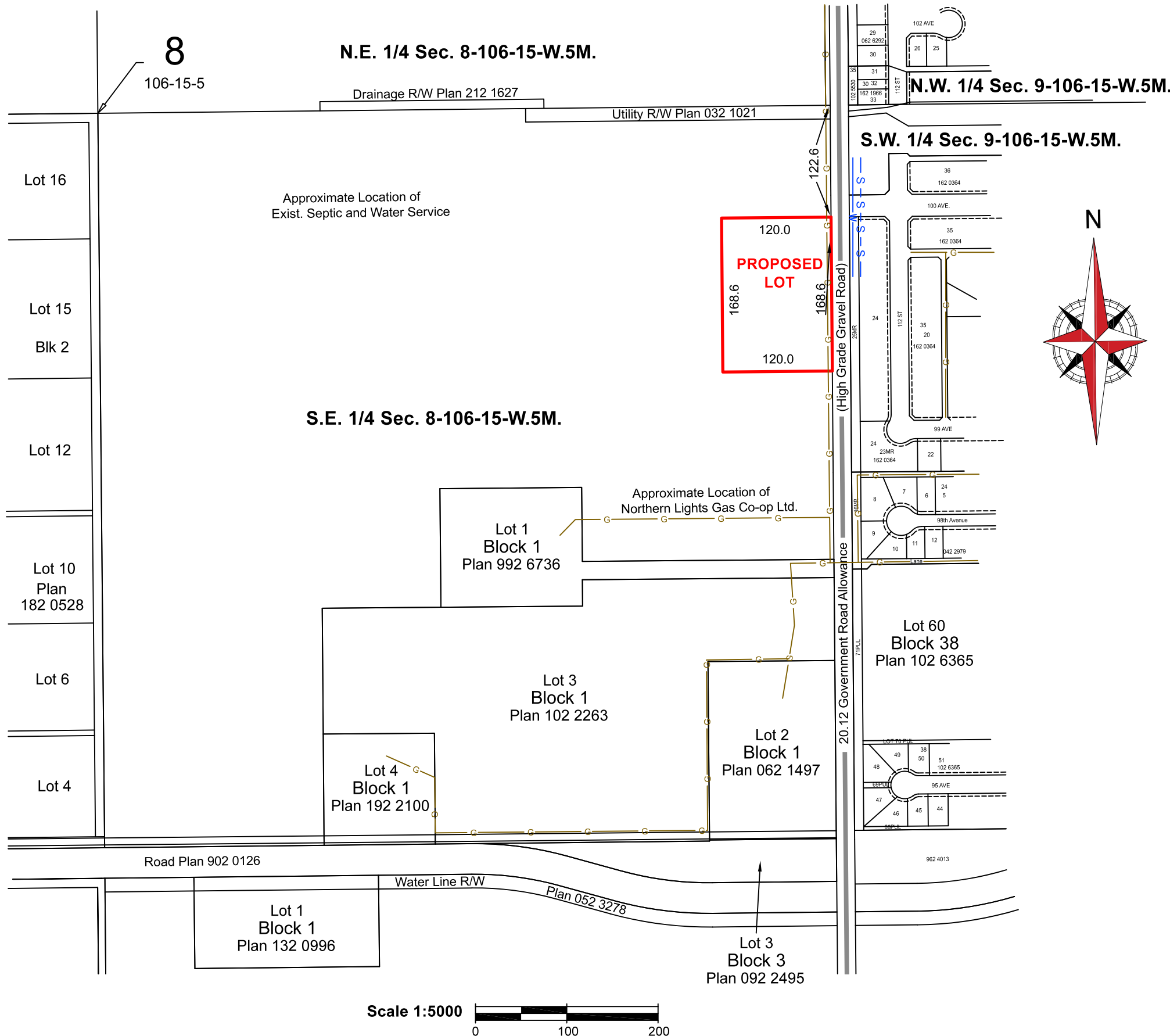
The personal information on this form is collected in accordance with Section 33 of the Freedom of Information and Protection of Privacy (FOIP) Act for the purpose of processing this application, issuing development permits and Land Use Bylaw Enforcement. The name of the permit holder and nature of the permit are available to the public upon request. If you have any questions regarding the collection, use or disclosure of this information, please contact the FOIP Coordinator or (780) 927-3718.





TENTATIVE PLAN SHOWING

PROPOSED SUBDIVISION OF
S.E. 1/4 Sec. 8, Twp. 106, Rge. 15, W. 5M.
 (For Church Site)
 Within
 Mackenzie County, Alberta



Schedule of Area(s)

Contains 1 Lot,
 Containing 2.02 ha (5.00 Ac.)

Registered Title Encumbrances (Affecting Extend of Title)

782 188 224 - Caveat - Re: Easement
 792 037 913 - Utility Right of Way - Atco Electric Ltd.
 802 032 187 - Utility Right of Way - Northern Lights Gas Co-op Ltd.
 032 070 228 - Utility Right of Way - Mackenzie County
 102 027 441 - Caveat - Re: Utility Right of Way - Atco Electric Ltd.

Notes

- Distances are in Metres and Decimals Thereof.
- No field inspection was conducted.
- Water and Septic to be served by Hamlet of La Crete.
- Site to be concurrently re-zoned to: Institutional "I"

Legend

Area Affected by This Plan is Outlined Thus..... — Power Pole Shown Thus..... ●
 Roads Shown Thus..... — Septic Tank/Discharge Shown Thus... S
 Overhead Power Shown Thus..... —P—P— Cistern Shown Thus..... W
 Gas Co-op Shown Thus..... —G— Mun. Sani. Line Shown Thus.... —S—S—
 Mun. Water Line Shown Thus.... —W—

Land Owner(s)

REUBEN DERKSEN
 TRUDY DERKSEN
 C. of T. 102 114 200 +1

Site Information

Not Available



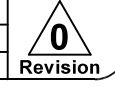
#103-2, 8301 99 Street
 Clairmont, Alberta T8X 5B1
 Phone: (780) 538-1955
 E-mail: jwc.surveyor@gmail.com



PREPARED BY
 Jason Coates, A.L.S.

Revision Table

No.	Revision Type	Drafted	Chk'd	Surveyed	Date
0	Original	TB	JC		Feb. 14, 2022
Client File No: N/A					
File No: 220017T Job No: 220017 Sheet: 1 of 4					





TENTATIVE PLAN SHOWING

PROPOSED SUBDIVISION OF
S.E.1/4 Sec.8, Twp.106, Rge.15, W.5M.
 (For Church Site)
 Within
 Mackenzie County, Alberta

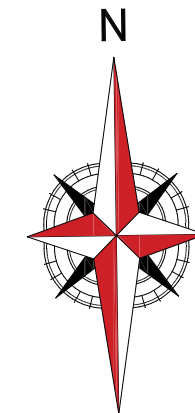
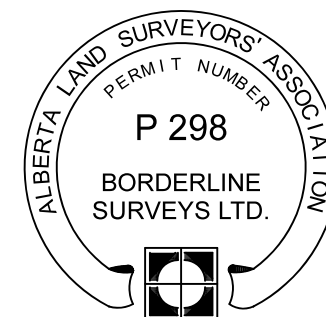


Photo
 Aug. 2010 - Sep. 2016



#103-2, 8301 99 Street
 Clairmont, Alberta T8X 5B1
 Phone: (780) 538-1955
 E-mail: jwc.surveyor@gmail.com



PREPARED BY
 Jason Coates, A.L.S.

Revision Table

No.	Revision Type	Drafted	Chk'd	Surveyed	Date
0	Original	TB	JC		Feb. 14, 2022
Client File No: N/A					 0 Revision
File No: 220017T		Job No: 220017		Sheet: 2 of 4	

TENTATIVE PLAN SHOWING

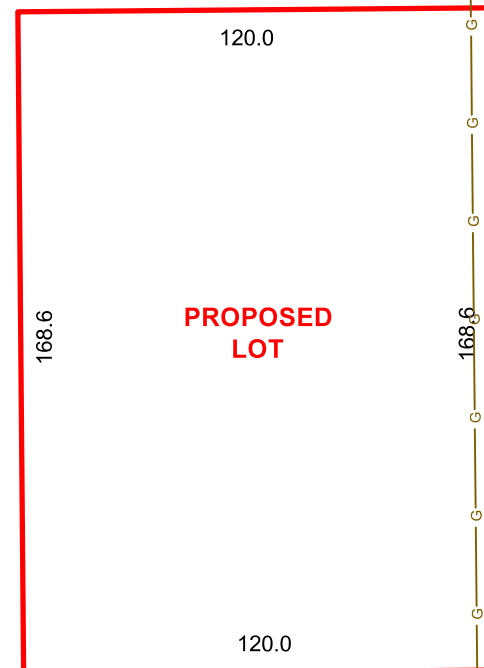
PROPOSED SUBDIVISION OF
S.E. 1/4 Sec.8, Twp.106, Rge.15, W.5M.
 (For Church Site)
 Within
 Mackenzie County, Alberta

N.E. 1/4 Sec. 8-106-15-W.5M.

N.W. 1/4 Sec. 9-106-15-W.5M.

S.W. 1/4 Sec. 9-106-15-W.5M.

S.E. 1/4 Sec. 8-106-15-W.5M.



Drainage R/W Plan 212 1627

Utility R/W Plan 032 1021

Approximate Location of Northern Lights Gas Co-op Ltd.

Road Plan 902 0126

20.12 Government Road Allowance (High Grade Gravel Road)

Lot 25 MR

Lot 24
Block 24
Plan 162 0364

112 St.

Lot 20
Block 35
Plan 162 0364

99 Ave.

Lot 28
062 6292

Lot 29

Lot 30
Block 30

Lot 31

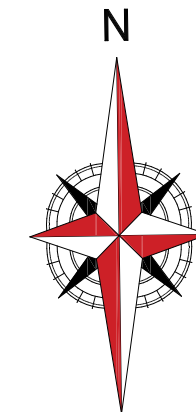
Lot 32
Block 30

Lot 33
Plan 162 1966

112 ST

102 AVE

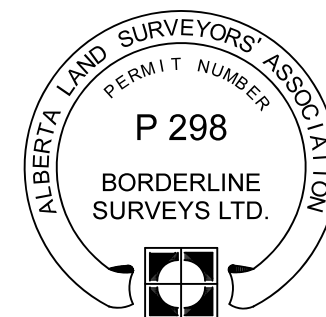
26 25 24
Block 30
Plan 062 6292



Detail Scale 1:2000



#103-2, 8301 99 Street
 Clairmont, Alberta T8X 5B1
 Phone: (780) 538-1955
 E-mail: jwc.surveyor@gmail.com



PREPARED BY
 Jason Coates, A.L.S.

Revision Table

No.	Revision Type	Drafted	Chk'd	Surveyed	Date
0	Original	TB	JC		Feb. 14, 2022
Client File No: N/A					
File No: 220017T		Job No: 220017		Sheet: 3 of 4	 0 Revision



TENTATIVE PLAN SHOWING

PROPOSED SUBDIVISION OF
S.E. 1/4 Sec.8, Twp.106, Rge.15, W.5M.
 (For Church Site)
 Within
 Mackenzie County, Alberta

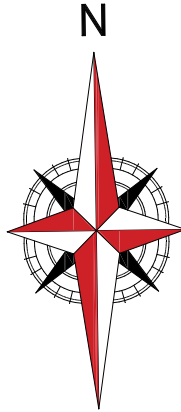
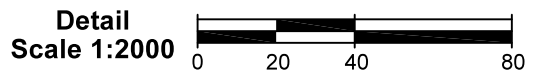


Photo
 Aug. 2010 - Sep. 2016



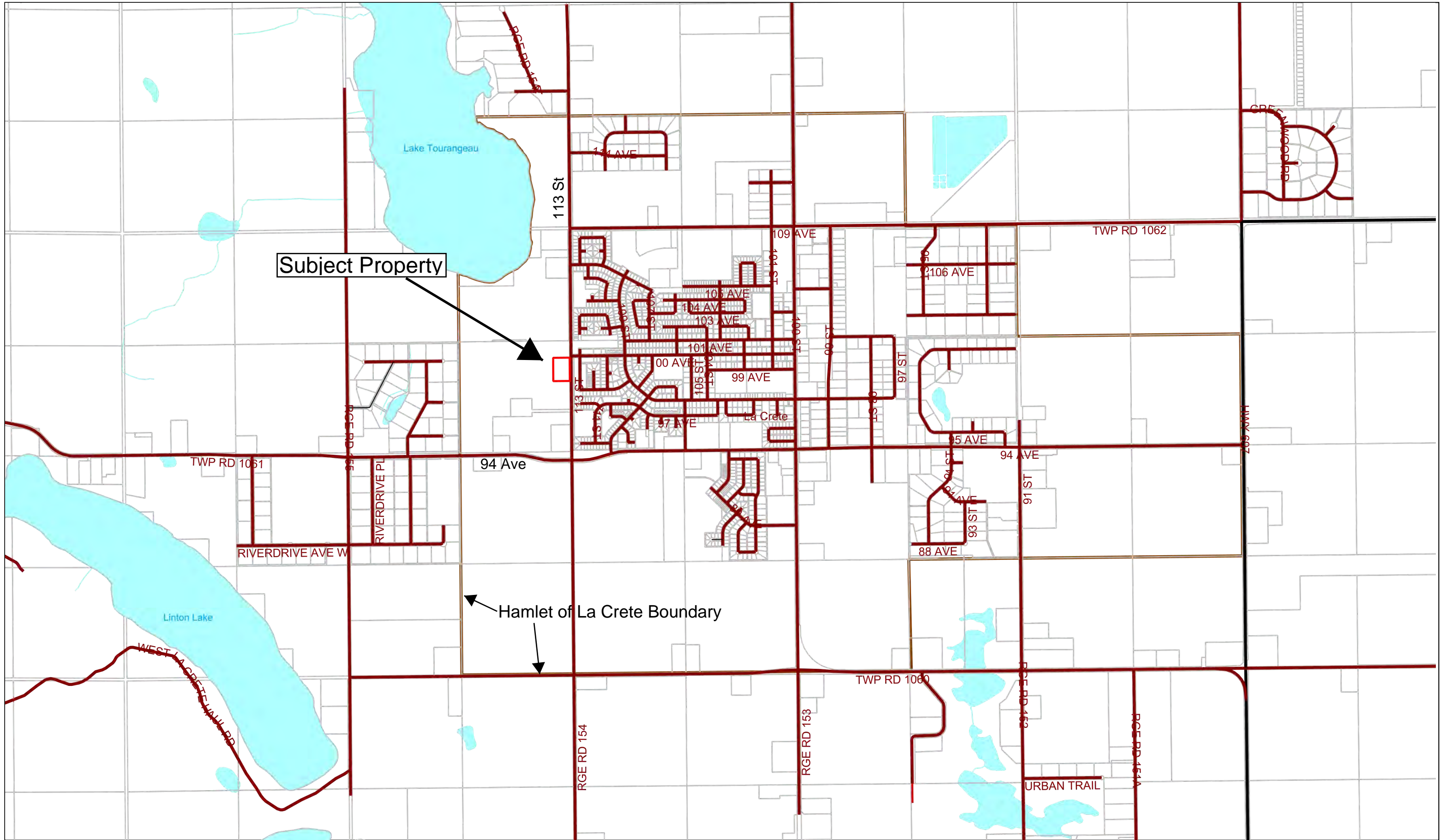
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 Clairmont, Alberta T8X 5B1
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PREPARED BY
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Revision Table					
No.	Revision Type	Drafted	Chk'd	Surveyed	Date
0	Original	TB	JC		Feb. 14, 2022
Client File No: N/A					
File No: 220017T Job No: 220017 Sheet: 4 of 4					





Subject Property

Hamlet of La Crete Boundary



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 8, 2022
Presented By:	Caitlin Smith, Manager of Planning & Development
Title:	Bylaw 1255-22 Partial Plan Cancellation and Consolidation of Plan 1160NY, Block 3, Lots 8 & 9

BACKGROUND / PROPOSAL:

Mackenzie County has received a request to consolidate Plan 1160NY, Block 3, Lots 8 & 9 in the Hamlet of La Crete, to accommodate an expansion of the current building. There is currently access via 100 Street and 100 Avenue.

The lots are currently zoned La Crete Town Centre “LC-TC” which is appropriate for the proposed use. However, the lot is not large enough to accommodate for the proposed expansion. Therefore, the applicant is requesting to consolidate the two lots into one.

This application was presented at the February 17, 2022 Municipal Planning Commission Meeting for recommendation. The motion is as follows:

MPC 22-02-24 *MOVED* by William Wieler

That a recommendation be made to Council that the first reading be given to Bylaw 12xx-22 being a Partial Plan Cancellation and Consolidation Bylaw for Plan 1160NY, Block 3, Lots 8 & 9, subject to public hearing input.

CARRIED

OPTIONS & BENEFITS:

Options are to pass, defeat, or table first reading of the bylaw.

COSTS & SOURCE OF FUNDING:

Author: M Dyck **Reviewed by:** C Smith **CAO:** B Peters

Current costs will consist of advertising the public hearing and adjacent landowner letters and will be borne by the applicant.

SUSTAINABILITY PLAN:

N/A

COMMUNICATION/PUBLIC PARTICIPATION:

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

POLICY REFERENCES:

Not applicable at this time.

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That first reading be given to Bylaw 1255-22 being a Partial Plan Cancellation and Consolidation Bylaw for Plan 1160NY, Block 3, Lots 8 & 9, subject to public hearing input.

Author: M Dyck Reviewed by: C Smith CAO: B Peters

BYLAW NO. 1255-22
BEING A BYLAW OF
MACKENZIE COUNTY
IN THE PROVINCE OF ALBERTA

FOR THE PURPOSE OF A PLAN CANCELLATION AND CONSOLIDATION
IN ACCORDANCE
WITH SECTION 658 OF THE MUNICIPAL GOVERNMENT ACT,
CHAPTER M-26, REVISED STATUTES OF ALBERTA 2000

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

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

WHEREAS, Mix & Match Clothing, being the registered owner of Plan 1160NY, Block 3, Lots 8 and 9, have requested that the lands be consolidated; and

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

1. That Subdivision Plan 1160NY, Block 3, Lots 8 and 9 as outlined in Schedule "A" hereto attached, are hereby cancelled in full and shall be consolidated as Lot 10.

READ a first time this _____ day of _____, 2022.

PUBLIC HEARING held this _____ day of _____, 2022.

READ a second time this _____ day of _____, 2022.

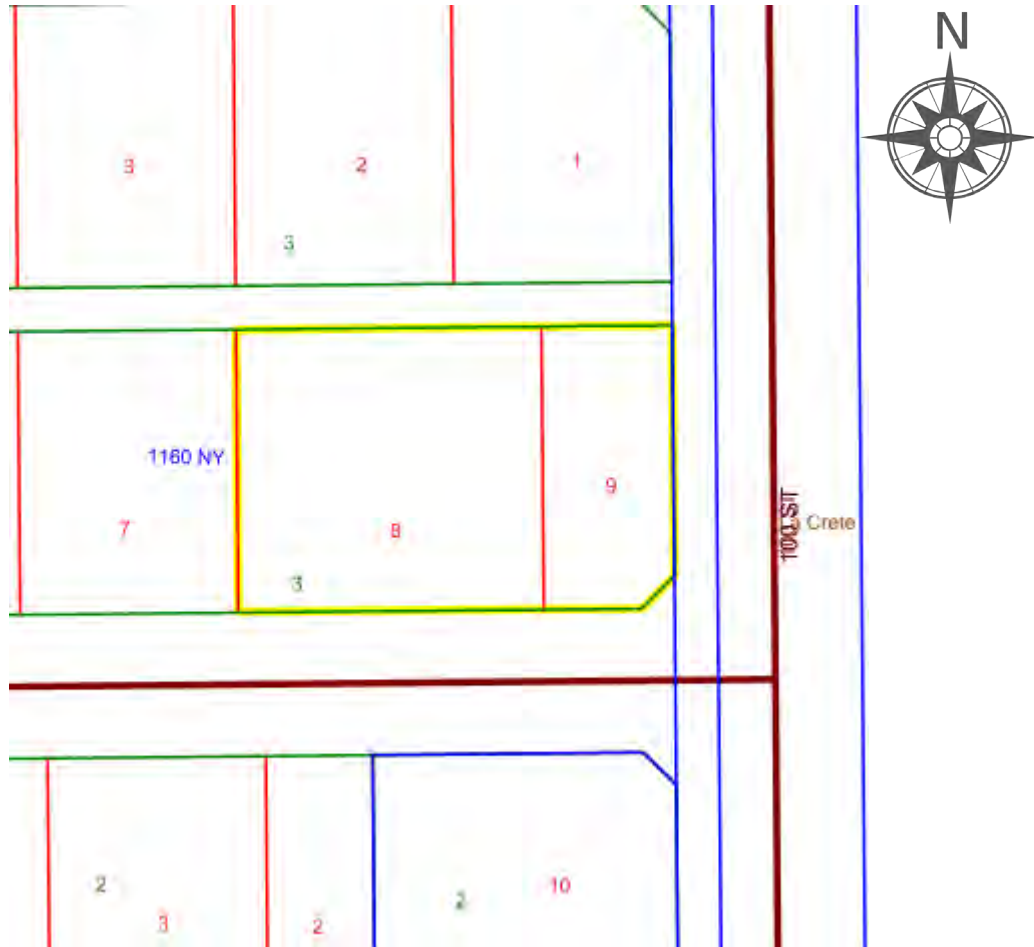
READ a third time and finally passed this _____ day of _____, 2022.

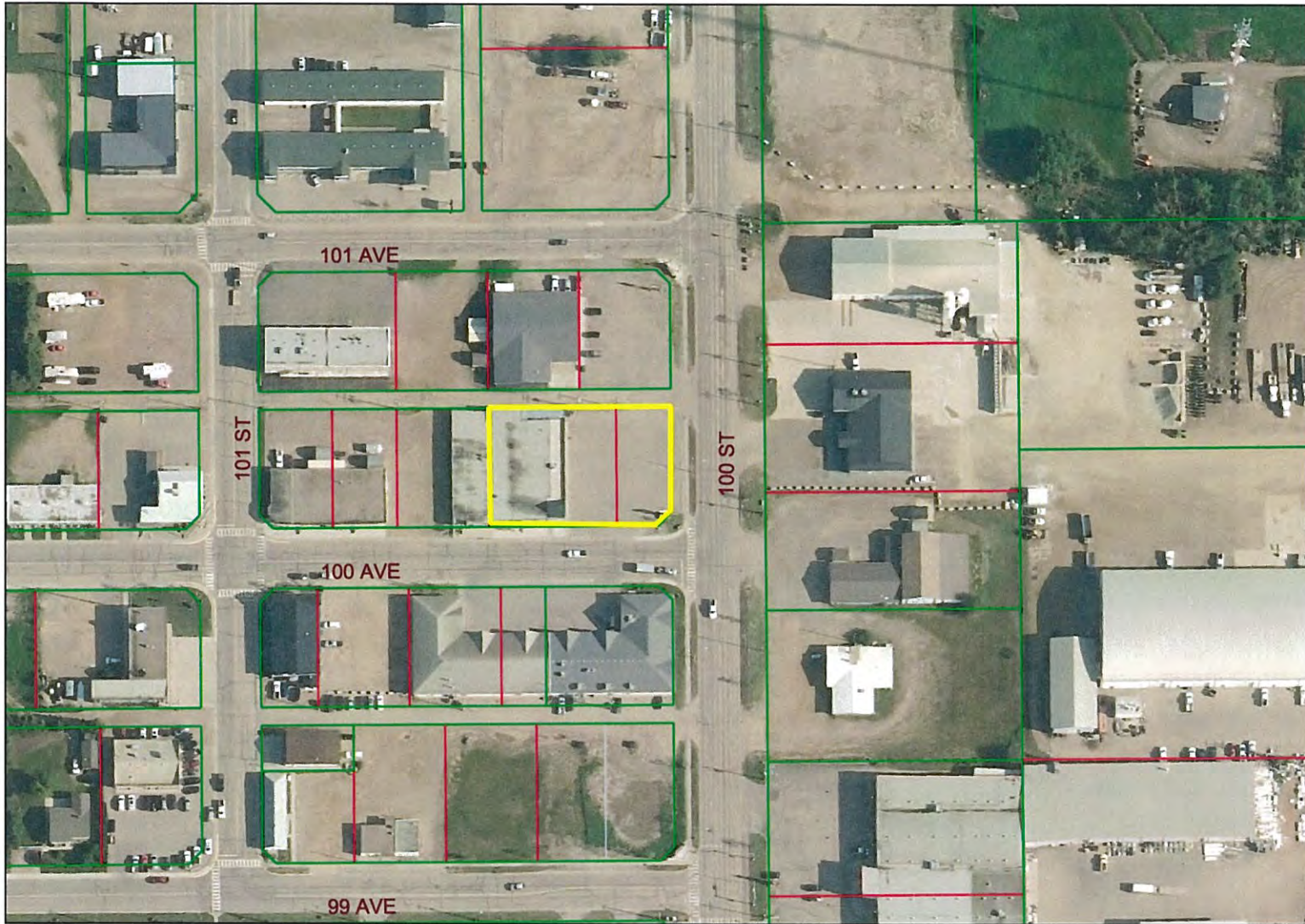
Josh Knelsen
Reeve

Byron Peters
Interim Chief Administrative Officer

BYLAW No. 1255-22

SCHEDULE "A"



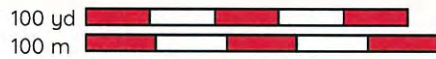


Legend

- Roads Names
- Indian Reserves
- Railway
- Crown/Leased Land
- Cadastre
- Hamlet Boundaries
- Block Boundaries
- Dimensions
- Lot Lines

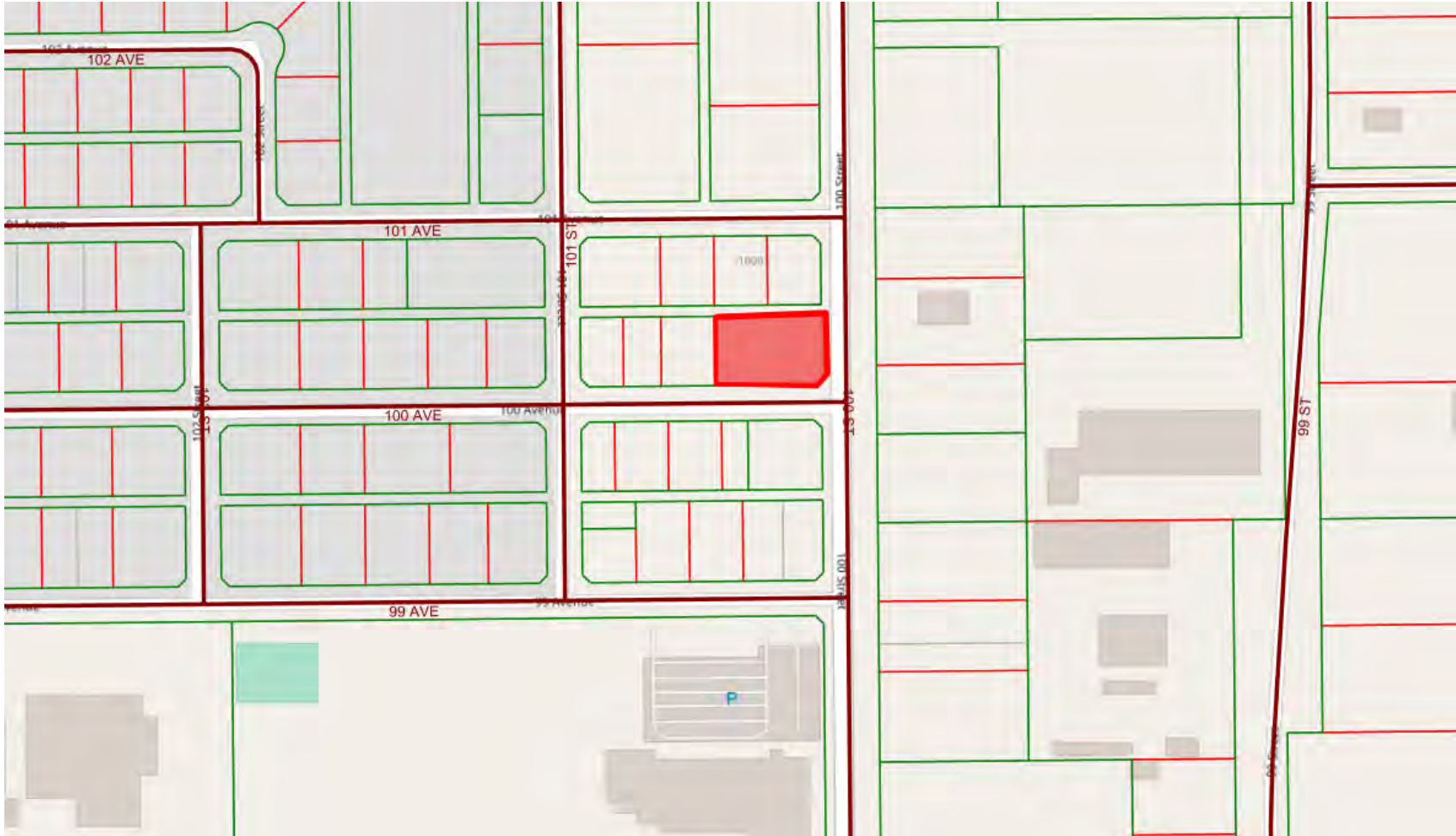


Scale 1: 2,031



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CONSOLIDATION APPLICATION



File No. Bylaw 1255-22

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NOT TO SCALE





Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 8, 2022
Presented By:	Caitlin Smith, Manager of Planning & Development
Title:	Request to Close and Sell Road Allowance

BACKGROUND / PROPOSAL:

Administration has received a request from a ratepayer to close and sell a portion of Government Road Allowance for the purpose of consolidation with the adjacent, privately owned lands.

The portion of road allowance is located along the 88 Connector Road (Twp Rd 1062) between fragmented parcels SW 17-106-12-W5M & NW 8-106-12-W5M. The ratepayer's yard site is located on NW 8-106-12-W5M which accesses from the 88 Connector, through the fragment of SW 17-106-12-W5M and the undeveloped road allowance. There is currently no easement agreement in place allowing legal access through SW 17-106-12-W5M. The landowners have recently listed their property for sale but would like to consolidate the lots in order to prevent issues with access in the future. However, due to the undeveloped road allowance between the parcels, Council approval and a road closure bylaw would be required to complete the process.

The requesting ratepayer currently also owns the adjacent fragments of SE 17-106-12-W5M & NE 8-106-12-W5M which are also separated by an undeveloped road allowance. Currently, the fragment of SE 17-106-12-W5M is assessed at \$80 however due to the minimum tax on agricultural lands, they pay \$200 in taxes each year. For this reason, depending on surveying costs and cost of land, they would also be interested in consolidating these parcels.

The ratepayers are also currently in discussions with the Public Works Department regarding registering a forced road allowance between S 8-106-12-W5M and N 5-106-12-W5M (south of those land mentioned above) due to the parcels not all having physical access. They are aware that any road construction here would be at their cost.

Rather than registering, with no compensation, a portion of forced road allowance (approximately 1200 meters) and purchasing, at market value, the undeveloped road

Author: N Friesen **Reviewed by:** C Smith **CAO:** B Peters

allowance (approximately 400 to 650 meters) the ratepayers are proposing to trade a portion of the lands.

OPTIONS & BENEFITS:

Option 1:

To close both portions of road allowance to consolidate with adjacent lands and trade for the southerly portion of forced road allowance.

Motion 1:

To proceed with the closure of undeveloped road allowance between SW 17-106-12-W5M & NW 8-106-12-W5M for the purpose of sale and consolidation with the adjacent parcels.

Motion 2:

To proceed with the closure of undeveloped road allowance between SE 17-106-12-W5M & NE 8-106-12-W5M for the purpose of sale and consolidation with the adjacent parcels.

Motion 3:

To sell the undeveloped road allowances for \$1, subject to the registration of a road between S 8-106-12-W5M and N 5-106-12-W5M.

Option 2:

To close and sell only that portion of road allowance which interferes with access to the existing yard site at sell for market value.

Motion:

To proceed with the closure of undeveloped road allowance between SW 17-106-12-W5M & NW 8-106-12-W5M and to sell the lands at current market value.

COSTS & SOURCE OF FUNDING:

None at this time. If a road closure bylaw is approved by Council, all costs will be borne by the applicant.

SUSTAINABILITY PLAN:

N/A

Author: N Friesen **Reviewed by:** C Smith **CAO:** B Peters

COMMUNICATION / PUBLIC PARTICIPATION:

If Council approves a trade of lands or sale of land for less than market values, the proposal must be advertised in accordance with the Municipal Government Act.

POLICY REFERENCES:

N/A

RECOMMENDED ACTION:

Motion 1:

Simple Majority Requires 2/3 Requires Unanimous

To proceed with the closure of undeveloped road allowance between SW 17-106-12-W5M & NW 8-106-12-W5M for the purpose of sale and consolidation with the adjacent parcels.

Motion 2:

Simple Majority Requires 2/3 Requires Unanimous

To proceed with the closure of undeveloped road allowance between SE 17-106-12-W5M & NE 8-106-12-W5M for the purpose of sale and consolidation with the adjacent parcels.

Motion 3:

Simple Majority Requires 2/3 Requires Unanimous

To sell the undeveloped road allowances for \$1, subject to the registration of a road between S 8-106-12-W5M and N 5-106-12-W5M.

Author: N Friesen **Reviewed by:** C Smith **CAO:** B Peters

February 11, 2022

Mackenzie County
P.O. Box 640
Fort Vermilion, AB
T0H 1N0

Attn: Council and Planning Department

Dear Mackenzie County Council and Planning Department:

RE: Intent to Close and Consolidate a Portion of County Road Allowance

This letter is to state our interest in closing a portion of County Road Allowance between NW 8-106-12-W5M and SW 17-106-12-W5M.

We have been in use of that portion of land to gain access to our acreage located on NW 8-106-12-W5M and also currently hold title of the portion of SW 17-106-12-W5M which is fragmented by the 88 Connector Road.

We are also interested in building a road and registering a county road allowance to access our land to the south (NW 5-106-12-W5M), it is our hope that Council would consider trading these 2 portions of land.

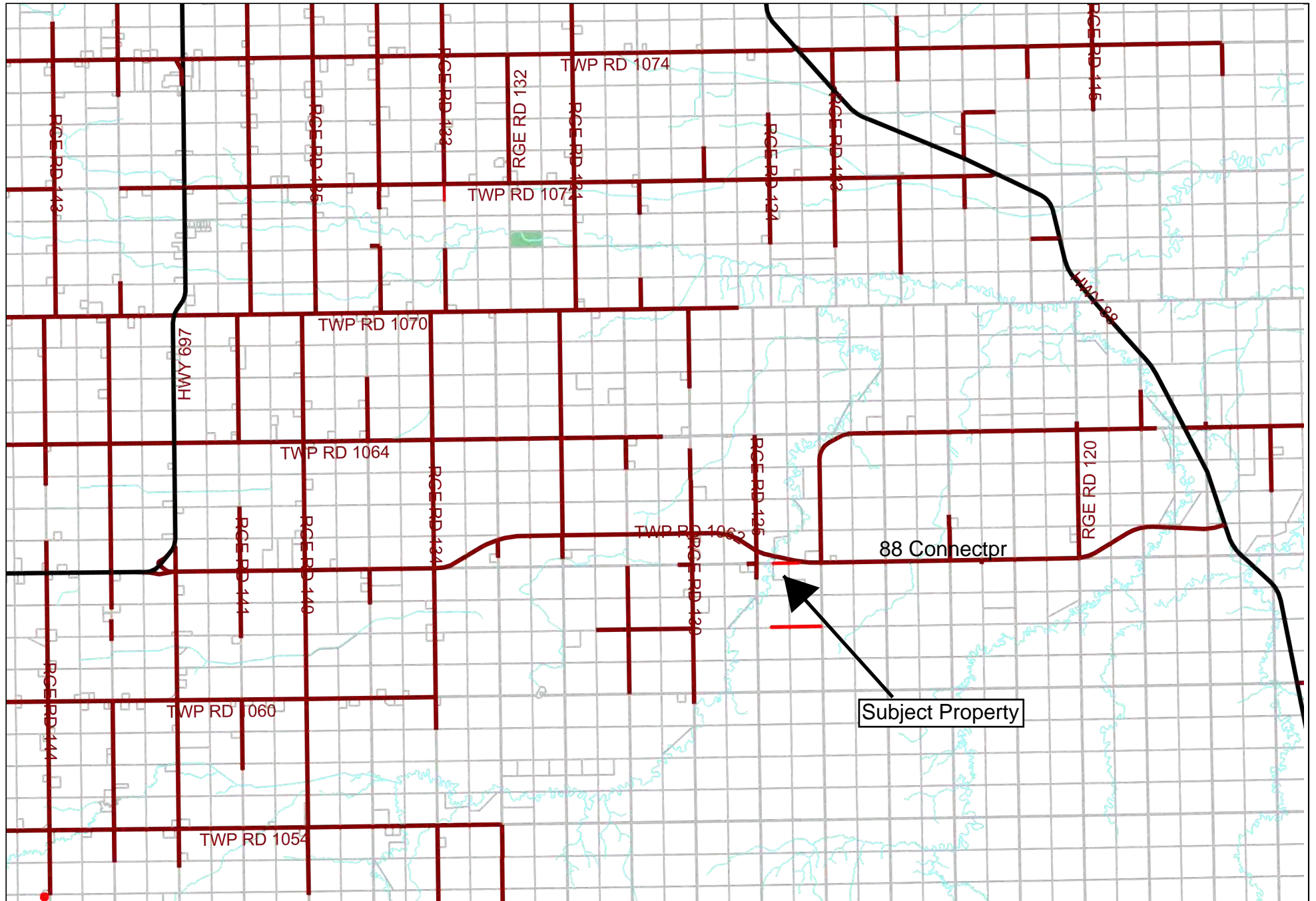
Please accept this letter as a formal request to the Council of Mackenzie County to consider our offer to gain title of the above-mentioned land.

Yours truly,

A handwritten signature in cursive script that reads "Marie Janzen". The signature is written in black ink and is positioned to the right of the typed name.

Peter & Marie Janzen





Mackenzie County

Mackenzie County

Date Created: 3/3/2022



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 8, 2022
Presented By:	Caitlin Smith, Manager of Planning & Development
Title:	2021 Off-Site Levy Annual Report

BACKGROUND / PROPOSAL:

The Municipal Government Act (MGA) Section 648.4 requires that municipalities *provide full and open disclosure of all off-site levy costs and payments and, on an annual basis, make a report on the off-site levy publicly available.*

The requirements of the annual report under Section 648.4(2) of the MGA, include:

- (a) the details of all off-site levies received by each contributor for each type of facility and infrastructure within each benefitting area,
- (b) the uses for each type of facility and infrastructure within each benefitting area for each capital project, and
- (c) the balances retained for each type of facility and infrastructure within each benefitting area.

Administration has provided an Off-Site Levy Annual Report for the 2021 calendar year.

Administration is also in the process of collecting all data to provide a Summary Report for all Off-Site Levies to date.

OPTIONS & BENEFITS:

To accept the 2021 Off-Site Levy Annual Report for Information.

COSTS & SOURCE OF FUNDING:

Costs collected through Off-Site Levy Fees are to be applied to the appropriate capital project budget.

Author: N Friesen **Reviewed by:** C Smith **CAO:** B Peters

SUSTAINABILITY PLAN:

N/A

COMMUNICATION / PUBLIC PARTICIPATION:

The report will be made publicly available on the County Website.

POLICY REFERENCES:

Municipal Government Act RSA 2000, Chapter M-26

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the 2021 Off-Site Levy Annual Report be received for information.

Author: N Friesen **Reviewed by:** C Smith **CAO:** B Peters

2021 Off-Site Levy Annual Report

Overview/Background

Off-Site Levies Fees are established by Council to recoup costs of infrastructure upgrades or improvements as a method of subsidizing those costs for future development. Without Off-Site Levies, the full burden of the infrastructure improvements would fall on the developer when they trigger such improvements.

Mackenzie County currently has eleven (11) off-site levy bylaws in place including one (1) transportation levy in rural La Crete, one (1) general in-Hamlet levy, and nine (9) levies in La Crete. The general purpose of each levy is as follows:

Bylaw 223/00 is a Main Sewage Lift Station levy established for the replacement of the main lift station in La Crete at 105 Avenue and 99 Street and associated trunk sewer and forcemain.

Bylaw 319/02 is an Off-Site Levy established for all Hamlets to offset the increased burden on services, imposed as the intensity of lots increases with further subdivision and development.

Bylaw 338/02 is a levy established for the Gravity Sewer Main Extension to service portions of the north half of 9-106-15-W5M and the south half of 16-106-15-W5M in the Hamlet of La Crete.

Bylaw 440/04 is established for the Provision of Water and Sewer Service to section 10-106-15-W5M and NE 3-106-15-W5M in the Hamlet of La Crete.

Bylaw 474/04 is imposed for the construction of Sewage Lift Station Number 5 and associated trunk sewer and forcemain at 91 Avenue and 100 Street in the Hamlet of La Crete.

Bylaw 651/07 is imposed for the expansion of Sanitary Sewer Facilities and Lift Station Installation for the industrial areas within the west half of Section 10-106-15-W5M in the Hamlet of La Crete.

Bylaw 739-09 is a levy established for the Sanitary Sewer Trunk Main Installation south of 94 Avenue in the Hamlet of La Crete.

Bylaw 763-10 is established for the Installation of Sanitary Sewer Lift Station to service NE 10-106-15-W5M and the west half of section 11-106-15-W5M in the Hamlet of La Crete.

Bylaw 780-10 is Mackenzie County's only Transportation Levy, established for the Construction and Upgrade of Range Road 152 to provide access to SW 35-105-15-W5M, south of the Hamlet of La Crete.

Bylaw 1222-21 is the La Crete North Storm Pond Off-Site Levy, established for the construction of storm water management facilities to mediate drainage issues in the Hamlet of La Crete.

Bylaw 1225-21 is the La Crete North Sanitary Off-Site Levy, established for the expansion of sanitary sewer servicing north and west for the Hamlet of La Crete.

Off-Site Levy Fees can be charged based on development area or number of lots created, depending on what is deemed most appropriate at the time of implementation of the Bylaw. The County's off-site levy charges by bylaw are summarized in Table 1.

Bylaw	Project Cost	Cost to be Recouped*	Fee Levied	Unit	
223/00	\$797,566.00	\$139,575.00	\$1,342.00	per ha	
319/02	not listed	not listed	\$1,000.00	per lot	
338/02	\$524,440.40	\$524,440.40	\$4,111.23	per ha	
440/04	\$562,437.00	\$562,437.00	Residential Industrial	\$2,653.93 \$1,421.40	per lot
474/04	not listed	not listed	Residential Industrial	\$1,185.00 \$616.00	per ha
651/07	\$190,740.93	\$190,740.93	\$1,644.32	per acre	
739-09	\$420,400.00	\$420,400.00	\$2,088.00	per acre	
763-10	\$375,240.00	\$375,240.00	\$1,682.69	per acre	
780-10	\$120,000.00	\$70,000.00	\$377.34	per acre	
1222-21	\$2,353,200.00	\$2,353,200.00	\$10,810.00	per ha	
1225-21	\$13,787,000.00	\$13,787,000.00	Low Pressure Gravity	\$2,940.00 \$15,900.00	per ha
Totals	\$19,131,024.33	\$18,423,033.33			

Table 1: Off-Site Levy Charge Summary *Costs have not been adjusted for inflation nor have additional costs such as those associated with borrowing funds been considered.

2021 Contributions

The 2021 year saw the start of six (6) new subdivision projects with an additional six (6) being approved but not yet started. \$266,668.91 was collected toward five (5) Off-Site Levy Bylaws with an additional \$1,121,118.33 approved and expected to be collected in the upcoming development year. The fees expected to be collected in 2022 will contribute to five (5) Off-Site Levy Bylaws, two (2) of which were not contributed toward in 2021. The six (6) subdivisions projects which contributed to Off-Site Levies in 2021 are summarized in Table 2.

File No.	Developer Name	223/03	319/02	440/04	651/07	1225-21
04-SUB-21	Frank Goertzen		\$1,000.00			
12-SUB-21	Homestead Holdings Inc.	\$2,404.86	\$1,000.00	\$6,296.80	\$7,284.34	
15-SUB-21	Homestead Holdings Inc.	\$22,317.46	\$16,000.00	\$58,405.33	\$67,565.12	
38-SUB-21	Homestead Holdings Inc.		\$4,000.00			
45-SUB-21	Alpine Builders		\$16,000.00			
48-SUB-21	2105884 Alberta Ltd.					\$64,395.00

Table 2: 2021 Off-Site Levy Contributions by File



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 8, 2022
Presented By:	Caitlin Smith, Manager of Planning and Development
Title:	SE 10-106-15-W5M – La Crete East Waterline Oversizing Request/Asphalt

BACKGROUND / PROPOSAL:

Administration has received an application from a developer to complete a Hamlet Country Residential subdivision located east of the La Crete Water Treatment Plant and north of 94th Avenue. This development will entail an additional 30-32 lots that need to meet urban development standards. The developer has two requests that require Council decision prior to subdivision approval.

The developer is required to install waterlines sufficient to support fire flows for fire hydrants in a residential area within hamlet. There are no fire hydrants within the existing subdivision and is serviced with a 75 mm (3 inch) waterline. In order to meet minimum fire flow, the developer will need to tie into the 200 mm (8 inch) waterline located along 94th Ave and to extend the waterline 370m to correctly service the subserviced development. The developer has requested that Council cost share a portion of the upsizing of the waterline due to the municipality's decision to accept substandard development standards in the past that now affect new development.

Policy DEV001 Urban Development Standards states the following:

Funding for municipal infrastructure improvements required to support an approved development will be provided by the developer. The County, through Endeavour to Assist provisions in the Development Agreement, may provide assistance to the developer when oversizing is required to collect funds from benefitting lands when the benefitting lands are developed.

All oversizing requirements shall be clearly identified by the developer on the tentative subdivision plan along with a written request for cost sharing, prior to final approval by the subdivision authority.

Author: C Smith **Reviewed by:** _____ **CAO:** B Peters

The County may consider providing a portion of the funding when oversizing, Off-site Levy, Endeavour to Assist or other mechanism are required, however this will be subject to negotiation and Council approval prior to the commencement of construction.

The developer has also requested that asphalt not be a requirement for this phase of the subdivision as there was no requirement for asphalt in the previous phase of subdivision.

Policy DEV001 Urban Development Standards states the following:

Design criteria shall be in accordance with the County's GMIS.

All new roads constructed within hamlets shall be asphalt surfaced unless otherwise noted in this Section. Paving may be delayed until such time as there are additional paving projects in the area in order to save on cost and increase the project viability. In such cases of pavement delay, the road base may require additional work prior to pavement application.

Local roads shall be asphalt surfaced in all residential and commercial Land Use Districts. The requirement for asphalt may be waived at the discretion of Council in industrial areas if the following criteria are met:

- *Asphalt aprons shall be constructed to prevent the spread of gravel onto collector roads;*
- *Dust control;*
- *Other?*

OPTIONS & BENEFITS:

The developer needs to appropriately service this phase of the subdivision; should Council choose not to cost share now, the subdivision will be subserved. Eventually, the municipality will be responsible to upgrade infrastructure as development continues.

If Council decides against requiring asphalt now, the municipality will be responsible for potential upgrades later such as managing a project and by paying for a portion of any cost recovery mechanisms. This also sets a precedent for any new hamlet country residential developments.

COSTS & SOURCE OF FUNDING:

The developer has provided a quote of \$120,000 for materials, labour, and installation costs. Administration has reviewed the quote and eliminated any unnecessary costs; \$75,000 should be sufficient for the upsizing costs.

This could be funded from the Water/Sewer Infrastructure Reserve.

Author: C Smith Reviewed by: _____ CAO: B Peters

SUSTAINABILITY PLAN:

Goal E26 That Mackenzie County is prepared with infrastructure and services for a continually growing population.

Strategy E26.1 Infrastructure is adequate and there are plans in place to manage additional growth.

Strategy E26.2 Provide exceptional services that enhance the quality of life in County hamlets and existing rural areas as a means to dissuade residents and newcomers from moving to undeveloped areas to establish small lots or acreages.

COMMUNICATION / PUBLIC PARTICIPATION:

N/R

POLICY REFERENCES:

DEV001 Urban Development Standards

RECOMMENDED ACTION:

Motion 1:

Simple Majority Requires 2/3 Requires Unanimous

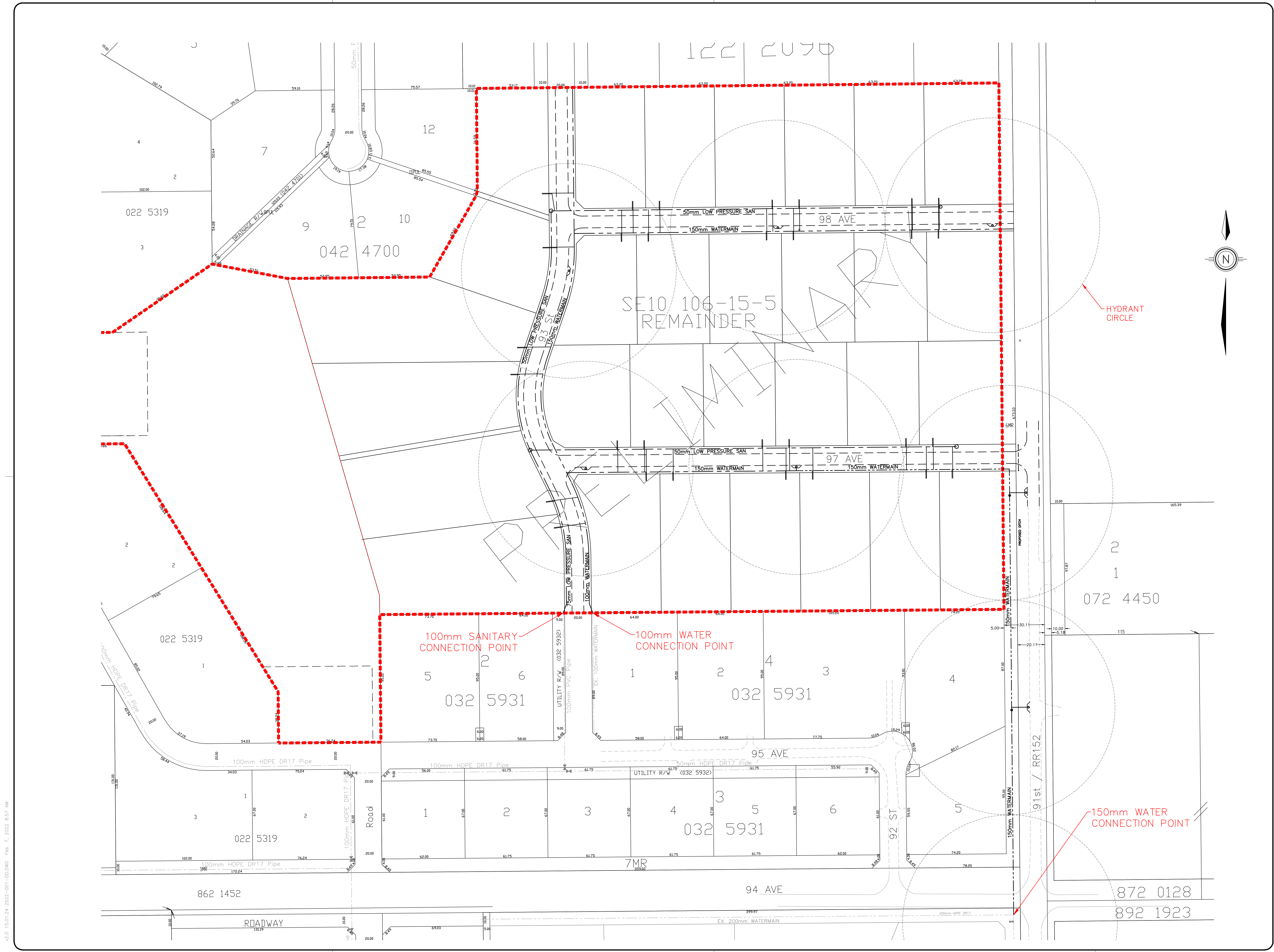
That the 2022 Budget be amended to include \$75,000 for the SE 10-106-15-W5M – La Crete East Waterline Oversizing project with funding coming from the Water/Sewer Infrastructure Reserve.

Motion 2:

Simple Majority Requires 2/3 Requires Unanimous

That the developer meet the road standard set forth in Policy DEV001 Urban Development Standards which includes asphalt for residential developments.

Author: C Smith **Reviewed by:** _____ **CAO:** B Peters



v2.0 15.01.24 2522-001-DD.DWG Feb. 7, 2022 8:57 AM

INDEX PLAN
N.T.S.

#202, 10514 67 Avenue
Grande Prairie, AB.
T6W 0K6

HELIX
Engineering Ltd.

P: 780.532.5731
F: 780.532.5824
www.helixeng.ca

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ENGINEERS STAMP

APPROVAL STAMP

REVISION				
REV.	DESC.	DATE	BY	APPD.
1	ISSUED FOR REVIEW	FEB 07/22	TMW	CMS

CLIENT:
**GOOD BROTHERS
CONSTRUCTION
(2002) Ltd.**

PROJECT:
**RESIDENTIAL
SUBDIVISION PRELIM
OVERALL ALIGNMENT
PLAN**

LOCATION:
S.E.1/4 SEC.106 TWP.15 RGE.5 W.6 M.

PROJECT NO.: 2522-001

DESIGN: TMW DRAWN: TMW CHK'D: CMS

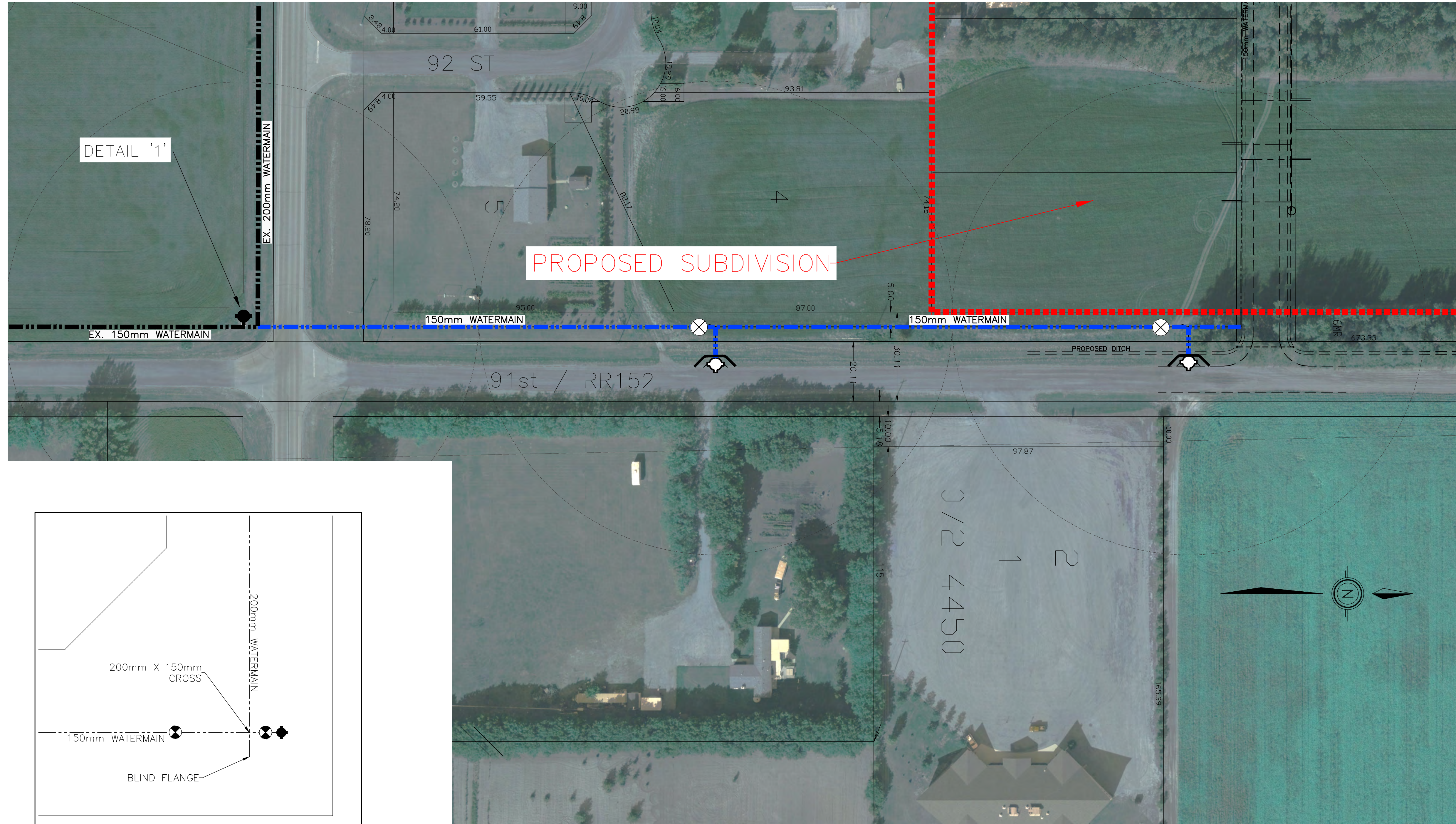
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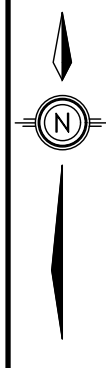
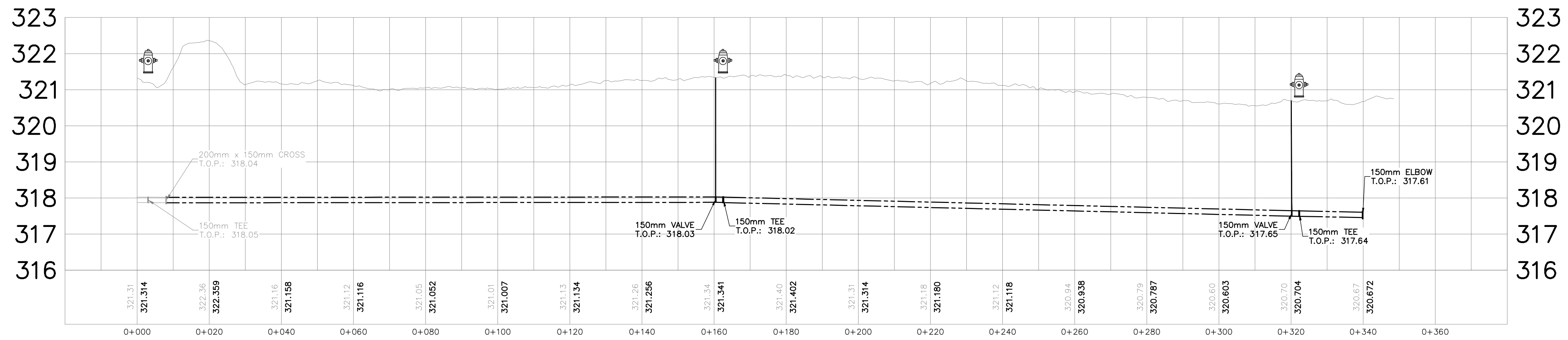
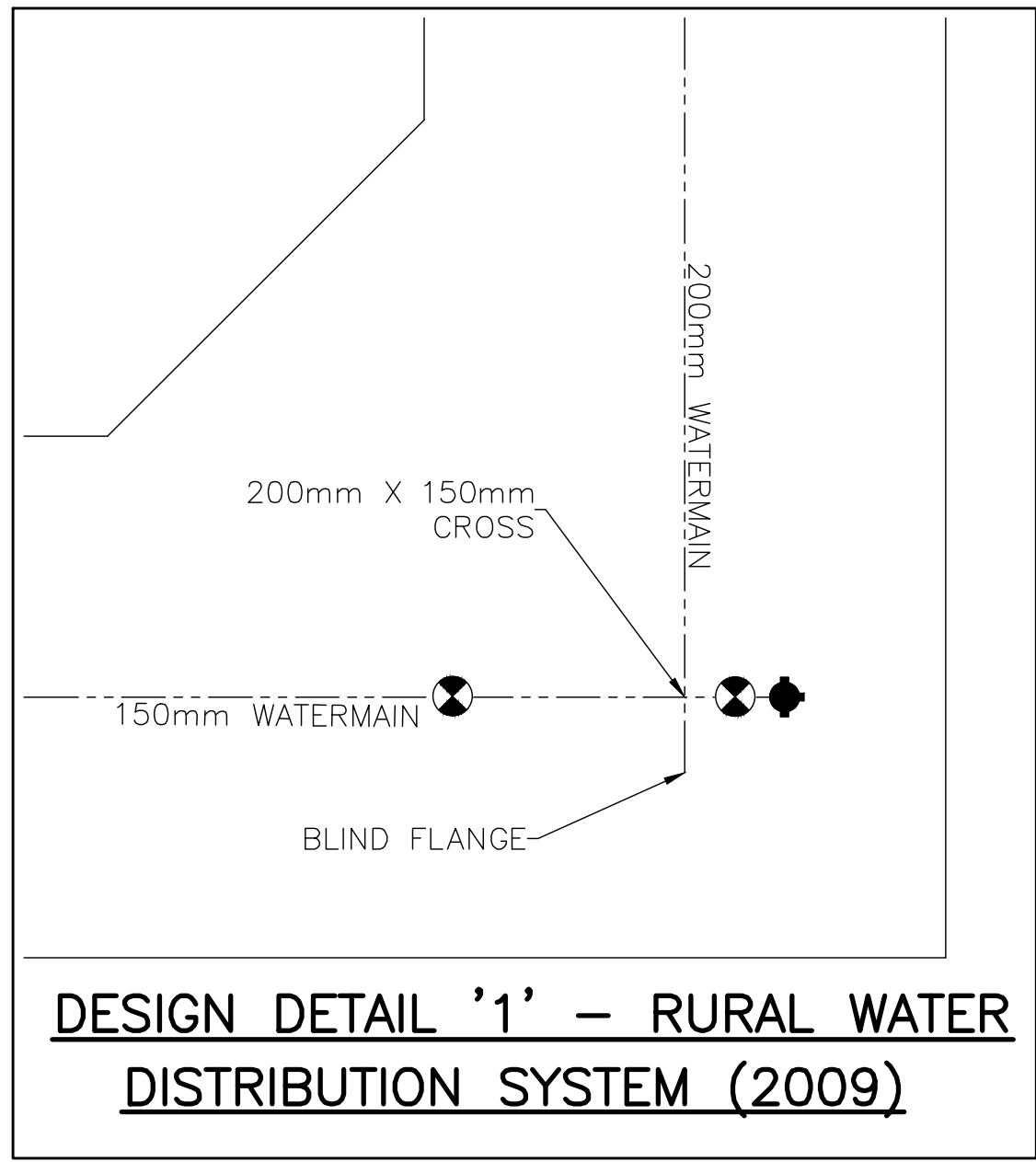
DRAWING:
2522-001-DD

PAGE:
01 OF **01**



DETAIL '1'

PROPOSED SUBDIVISION



INDEX PLAN
N.T.S.

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Grande Prairie, AB.
T6W 0K6

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ENGINEER'S STAMP

APPROVAL STAMP

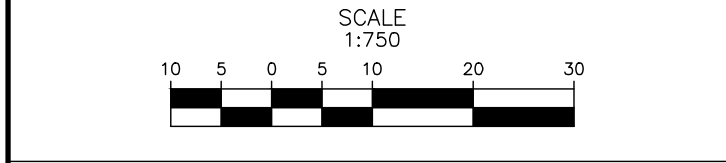
REVISION				
REV.	DESC.	DATE	BY	APPD.
1	ISSUED FOR REVIEW	FEB 07/22	TMM	CMS

CLIENT:
**GOOD BROTHERS
CONSTRUCTION
(202) Ltd.**

PROJECT:
**RESIDENTIAL
SUBDIVISION
RR152 OFFSITE
WATER**

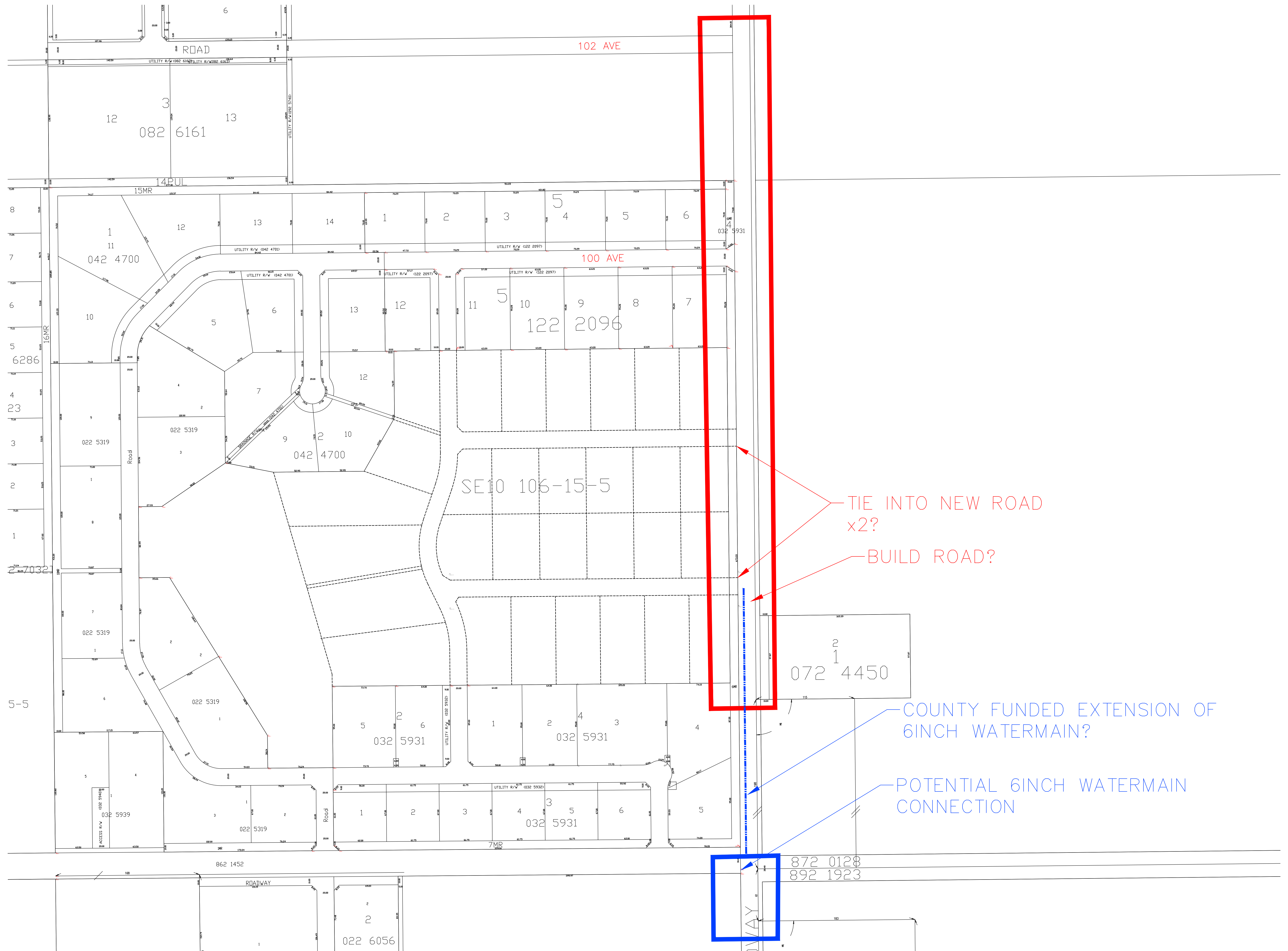
LOCATION:
S.E.1/4 SEC.106 TWP.15 RGE.5 W.6 M.

PROJECT NO.: 2522-001
DESIGN: TMM DRAWN: TMM CHK'D: CMS
DATE: FEB 07/22 BM: ASCM XXXXXX



DRAWING: **2522-001-DD**

PAGE: **01** OF **01**

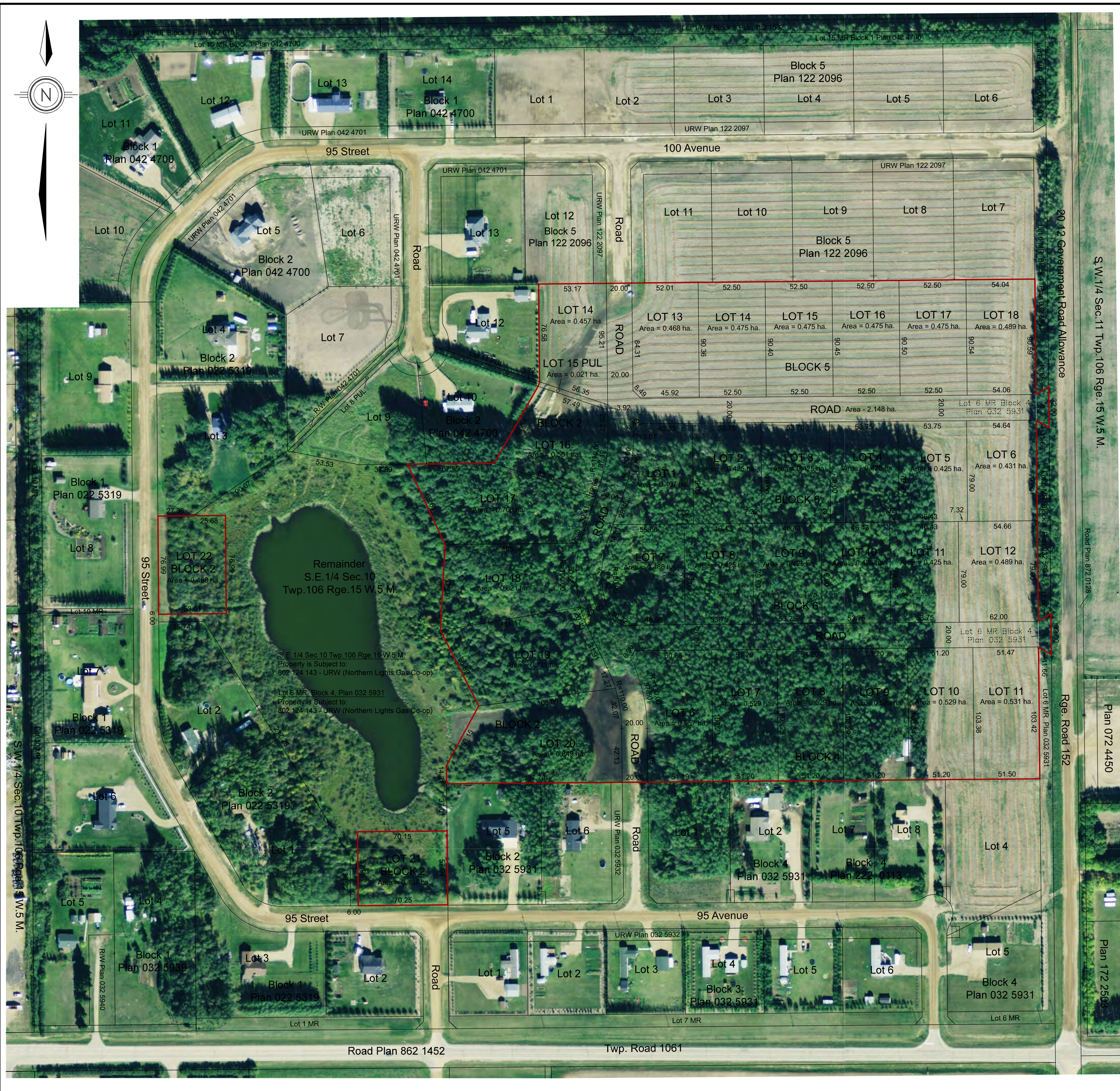


TIE INTO NEW ROAD
x2?

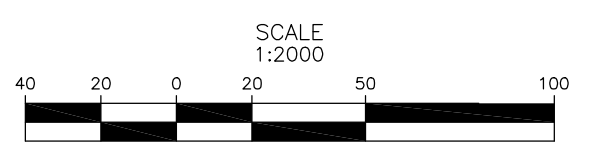
BUILD ROAD?

COUNTY FUNDED EXTENSION OF
6INCH WATERMAIN?

POTENTIAL 6INCH WATERMAIN
CONNECTION



PLAN SHOWING PROPOSED
SUBDIVISION
 OF PART OF
S.E.1/4 SEC.10 TWP.106 RGE.15 W.5 M.
 AND PART OF
LOT 6 MR, BLOCK 4, PLAN 032 5931
 MACKENZIE COUNTY
 ALBERTA



SUBDIVISION AUTHORITY Mackenzie County	OWNERS Select Developments Inc. Mackenzie County
--	---


LEGEND
 Area to be registered shown outlined thus and contains 25.437 ha.
 Lots designated PUL are Public Utility Lots
 Lots designated MR are Municipal Reserve Lots.
 Distances are in meters and decimals thereof
 Distances on curves are arc distances

NOTES
 Proposed Subdivision contains 32 Lots and 1 PUL.
 Boundaries are based on existing Land Title Office records and are subject to change upon legal survey
 Land is currently zoned H-CR District and will remain as such.
 This subdivision is within 1.6km of a Highway #697
 This subdivision is not within 1.5km of a sour gas facility

ABBREVIATIONS

E.	East	R/W	right of way
ha.	hectare	S.	South
M.	meridian	Sec.	section
N.	North	Twp.	township
R.	Radius	URW	utility right of way
Rge.	range	W.	West

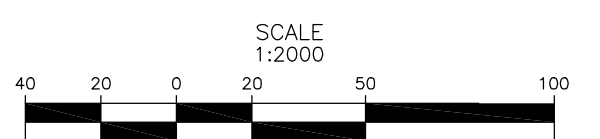
AREA REQUIRED	
S.E. 1/4 SEC.10 TWP.106 RGE.15 W.5 M.	25.285 ha.
LOT 6 MR, BLOCK 4, PLAN 032 5931	0.052 ha.
TOTAL	25.437 ha.

SCALE: 1:2000	#202, 10514-67th Ave. Grande Prairie, AB. T8W 0K8 
FILE No.: 5106-121	
DWG.: 5106-121-PSUB	
DRAWN BY: HLR CHECKED BY: VL	P: 780.532.5731 F: 780.532.5824



PLAN SHOWING PROPOSED
SUBDIVISION
 OF PART OF
S.E. 1/4 SEC. 10 TWP. 106 RGE. 15 W. 5 M.
 AND PART OF
LOT 6 MR, BLOCK 4, PLAN 032 5931

MACKENZIE COUNTY
 ALBERTA



SUBDIVISION AUTHORITY Mackenzie County	OWNERS Select Developments Inc. Mackenzie County
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ABBREVIATIONS

E.	East	R/W	right of way
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Rge.	range	W.	West

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SCALE: 1:2000	
FILE No.: 5106-121	
DWG.: 5106-121-PSUB	
DRAWN BY: HLR CHECKED BY: VL	

#202, 10514-67th Ave.
Grande Prairie, AB.
T8W 0K8
P: 780.532.5731
F: 780.532.5824

APPENDIX 'B'						
SCHEDULE OF QUANTITIES AND UNIT PRICES						
The Section numbers shown on the Schedule refer to the specifications covering measurement and payment for that item.						
SECTION	ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
		UNIT PRICE SCHEDULE 'B'				
		OFFSITE WATERMAIN				
	B1.	Supply/Install HDPE Watermains				
		b) HDPE-DR11 150mm	370	l.m.	\$35.00	\$12,950.00
	B2.	Trenching & Backfilling				
		a) 0-4m depth of bury	30	l.m.	\$120.00	\$3,600.00
	B2.	Direction Drill watermain installation c/w all neccessary material and excavation				
		a) 150mm	340	l.m.	\$90.00	\$30,600.00
	B3.	Supply/Install valves				
		b) 150mm	3	ea.	\$4,350.00	\$13,050.00
	B5.	Valve box & rod extensions (over 3.3m depth of bury)				
		a) 600mm	2	ea.	\$450.00	\$900.00
	B6.	Supply/Install watermain fittings				
		a) 150mm 90 Bend	1	ea.	\$2,080.00	\$2,080.00
		b) 150mm Tee	3	ea.	\$2,080.00	\$6,240.00
	B7.	Supply/Install Fire Hydrants	2	ea.	\$9,850.00	\$19,700.00
	B8.	Fire Hydrant Extensions (over 2.9m depth of bury)				
		a) 150mm	1	ea.	\$980.00	\$980.00
		b) 300mm	2	ea.	\$1,160.00	\$2,320.00
	B9.	Tie-into Existing 150mm	1	ea.	\$2,780.00	\$2,780.00
	B10.	Testing (Pressure, Chlorination, Bacteriological)	1	ea.	\$4,500.00	\$4,500.00
		TOTAL SCHEDULE 'B'				\$99,700.00
		Engineering - Design/Survey/Inspections/Testing (Includes Travel & Accomodations)				\$15,000.00
		Geo Testing				\$5,000.00
				Total		\$119,700.00

From: [Travis Wallan](#)
To: [Caitlin Smith](#)
Subject: Good Brothers Residential Subdivision - Request for no Asphalt
Date: February 28, 2022 5:45:31 PM

Hello Caitlin,

As per our discussion today we would like to request council to consider not enforcing their requirement for asphalt in the proposed Good Brothers Residential Subdivision on the grounds the surrounding existing subdivisions do not have asphalt. Let me know if you need anything else from us.

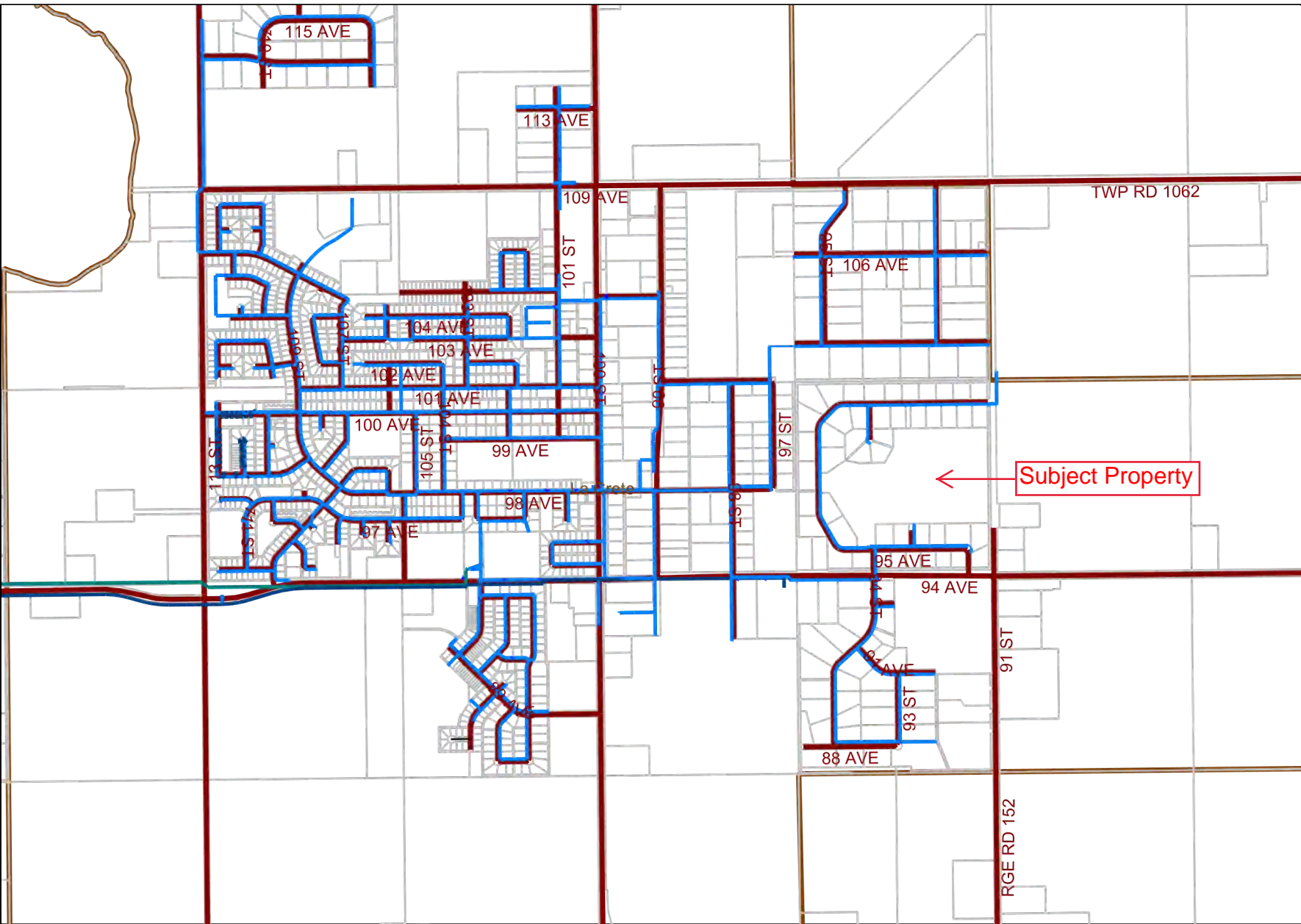
Thanks,

Travis Wallan, P.Eng.

HELIX

HELIX Engineering Ltd.

#202, 10514-67th Avenue, Grande Prairie, AB T8W 0K8
M 780.532.5731 Ext. 106 | C 780.512.6203 | F 780.532.5824



Legend

- Roads
- Roads Names
- Indian Reserves
- Railway
- Crown/Leased Land
- Cadastre
- Hamlet Boundaries
- Water Lines



Scale 1: 25,000



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Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 8, 2022
Presented By:	Byron Peters, Interim Chief Administrative Officer
Title:	Viability Assessment

BACKGROUND / PROPOSAL:

Municipal Affairs has provided Mackenzie County with the Mackenzie Region Municipal Restructuring Project Viability Assessment.

The Viability Assessment includes the assessment and findings as well as the next steps in the restructuring process.

Once Council has reviewed the assessment, Minister McIver is requesting comments and feedback. The Minister will make a final decision once he has heard back from both Councils and has had a chance to consider whatever feedback council has provided.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

SUSTAINABILITY PLAN:

COMMUNICATION / PUBLIC PARTICIPATION:

Mackenzie County and the Town of Rainbow Lake have the discretion to distribute/release the viability assessment as they deem appropriate.

Author: C.Sarapuk **Reviewed by:** _____ **CAO:** B Peters

POLICY REFERENCES:

RECOMMENDED ACTION:

- Simple Majority Requires 2/3 Requires Unanimous

For discussion.

Author: CS Reviewed by: _____ CAO: BP



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 8, 2022
Presented By:	Byron Peters, Interim Chief Administrative Officer
Title:	Federation of Canadian Municipalities Membership

BACKGROUND / PROPOSAL:

Mackenzie County purchases a membership for the Federation of Canadian Municipalities (FCM) annually. Purchasing a membership gives Mackenzie County access to exclusive benefits including the opportunity to elect the Board of Directors and voting at the annual general meeting.

Administration is seeking direction from Council to determine if maintaining membership with the Federation of Canadian Municipalities would be beneficial.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

Annual cost of the Federation of Canadian Municipalities Membership for 2022 is \$2,961.00.

SUSTAINABILITY PLAN:

COMMUNICATION / PUBLIC PARTICIPATION:

POLICY REFERENCES:

Author: C.Sarapuk **Reviewed by:** _____ **CAO:** B Peters

FIN025

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

For discussion.

Author: CS Reviewed by: _____ CAO: B Peters



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 8, 2022
Presented By:	Byron Peters, Interim Chief Administrative Officer
Title:	Assessment Review Board, Subdivision and Development Appeal Board Member at Large Vacancies

BACKGROUND / PROPOSAL:

The Assessment Review Board and the Subdivision and Development Appeal Board received a resignation from Carson Flett on February 17, 2022. Carson has served on the Subdivision and Development Appeal Board since 2020. Carson was appointed to the Assessment Review Board October, 2021 but had not yet completed his formalized training.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

SUSTAINABILITY PLAN:

COMMUNICATION / PUBLIC PARTICIPATION:

That the Member-at-Large position for the Subdivision and Development Appeal Board and the Assessment Review Board be advertised.

POLICY REFERENCES:

Author: Carrie Simpson **Reviewed by:** _____ **CAO:** B Peters

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

Motion 1:

That the resignation from Carson Flett on the Subdivision Development and Appeal Board and the Assessment Review Board be accepted with regret.

Simple Majority Requires 2/3 Requires Unanimous

Motion 2:

That the Member-at-Large positions for the Subdivision Development and Appeal Board and the Assessment Review Board be advertised.

Author: Carrie Simpson **Reviewed by:** _____ **CAO:** B Peters



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 8, 2022
Presented By:	Byron Peters, Interim Chief Administrative Officer
Title:	Economic Development Week

BACKGROUND / PROPOSAL:

Regional Economic Development Initiative (REDI) is inviting municipal members to help amplify economic development efforts in Northwest Alberta by taking part in the 2022 Community Challenge. The Economic Developers of Alberta (EDA) is challenging all Alberta communities to officially proclaim May 9 - 13 as “Economic Development Week”.

The goals of Economic Development Week are;

Articulate: Voice the value of your contributions to your local economy

Organize: Build a base of support within your community for the work of your Economic Development Officer

Show and Tell: Emphasize the importance of economic development through tangible examples and peer case studies

Amplify: Spread your message and increase exposure of the good work your Economic Development Officer does

The International Economic Development Council provides a tool kit (attached) to help promote and celebrate what Mackenzie County is doing for Economic Development Week.

OPTIONS & BENEFITS:

REDI requests each municipal member to get involved in the 2022 Community Challenge. It lets your community know you value economic development and helps strengthen support for your municipality and REDI's work throughout the year.

Author: C. Sarapuk **Reviewed by:** _____ **CAO:** B Peters

COSTS & SOURCE OF FUNDING:

N/A

SUSTAINABILITY PLAN:

N/A

COMMUNICATION / PUBLIC PARTICIPATION:

Mackenzie County will Share the proclamation with REDI, local media, and on our social media pages, while coordinating with REDI. Don't forget to tag EDA @edaalberta

POLICY REFERENCES:

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That May 9 - 13, 2022 be proclaimed as "Economic Development Week".

Author: C. Sarapuk Reviewed by: _____ CAO: B Peters



2022 ECONOMIC DEVELOPMENT WEEK TOOLKIT

MAY 9-13, 2022



2022 Economic Development Week Toolkit

Your campaign will be among many celebrations, all sharing success stories and information about programs and services offered by local, regional, and state economic development organizations! Economic development is at the core of well-being and quality of life for communities across the United States. It is a group of policies, programs, and activities that seek to create and retain jobs and ultimately facilitate economic growth. This celebration guide will help you create lasting impressions in your community: highlight your EDO's key differentiators, service offerings, and impacts being made to accomplish your job agenda.



Celebrate and share successes your EDO has seen in the prior year! This guide will show you how to:

Articulate: The value your work has contributed to your local economy and explain how this all helps your community.

Organize: Invite local lawmakers, fellow economic developers, and industry supporters, such as your partners and sponsors.

Show and Tell: Heighten awareness and emphasize the importance and impacts of economic development in your community. Be creative. See some ideas your peers included in their activities.

Amplify: Invite local press to attend your gatherings to help increase exposure through stories and interviews of your elected officials and your EDO's CEO.



About Economic Development Week:

Economic Development Week was created by the International Economic Development Council (IEDC) in 2016. To increase awareness of local programs that create jobs, advance career development opportunities, and improve communities' quality of life everywhere, we have continued the tradition. Over the last six years, 450+ campaigns have been made throughout the United States and Canada. EDOs have created millions of impressions, hundreds of news stories, blog entries, videos, events, and other activities. Campaigns occurred in all 50 American states in 2019, with more than 60 communities officially proclaiming Economic Development Week.



INTERNATIONAL
ECONOMIC DEVELOPMENT
COUNCIL

About the International Economic Development Council:

The International Economic Development Council is a non-profit, nonpartisan membership organization serving economic developers for 95 years. In 2001, AEDC and CUED merged to form the world's preeminent organization for economic developers: IEDC. With more than 5,000 members, IEDC is the largest organization of its kind. Since 1926, we have set out to diversify, improve, and celebrate economic development efforts around the world. Ninety-five years since the beginnings of AEDC, economic development and equity issues persist. IEDC continues to educate professionals around the world on best practices for addressing these issues through courses and publications and works closely with rural and urban communities through disaster recovery and strategic planning initiatives. IEDC's programs offer world-class professional development, accreditation, research, and advocacy.

Section 1: Build the Hype!

Planning an economic development campaign offers immediate and long-term success. Creating a one-week celebration can include actual community events, the launching of new resources, or even the opening of a new community asset to substantially increase your economic development organization's visibility. Your campaign can be designed to deliver general or specific details about your organization's mission, the history of economic development in your community, facts about the profession, your EDO's service offerings, and any major success stories with businesses in your community. However you choose to celebrate, you'll need to build hype in your community. Here are a few ways to get you started.

Write a letter to the editor for your community's newspaper. Here's how:

Who should write? Your most prominent brand ambassadors and those who are passionate about your vision and mission! It's important to have your elected and appointed officials or recognized local authorities submit articles. Examples of all titles include governor, mayor, business leader, executive economic developer, board chairman, or another civic leader. You can always write one for them as well, as that can expedite the process and ensure that the message is on-brand!

So, what should you write about? No doubt, you have a story to tell. The key is to think about what would resonate the best with the audience of your letter. Choose a storytelling approach by using data to emphasize what's most important. Share a public interest story about a thriving business in your community thanks to a collaboration/your EDO's support. Be sure your messages are concise, making it easier for editors to get to the main points. You may also use this as an opportunity to formally educate your community on the significant activities of economic development and which ones your organization specializes in. Include imagery, testimonials, and graphics to help guide the reader's eye.

Download a press release template:

Customize this document with your celebration campaign. The release applies to communities, organizations, and businesses. Pull all your press contacts into one list, and start by distributing your release to local news outlets. For broad campaigns, consider adding state, regional and national publications to your distribution. You'll most likely have to follow up with reporters to ensure they received it and offer additional campaign information to further your chances of gaining some press exposure. Access the press release template at iedconline.org/edw.

Section 2: #EconDevWeek22 Social Media Strategy

Chances are most people in your community are avid social media users. They have mastered many of the most popular platforms. You don't have to worry about training people to share your great news! They'll do it for you and may have tricks to increase the reach that exceed your capabilities and budget. Engage them as much as you can. If you have not already done so, give them guidelines to interact positively across your channels. Encourage the sharing of photos and videos on Twitter, Instagram, Facebook, and LinkedIn. Make sure to use the official hashtag (#EconDevWeek22) so that your peers across the country see your postings. Using the official hashtag also allows us to share, repost and retweet your messages here at IEDC and broadcast your message to our audience.

IEDC's official social media accounts include:



IEDCOnline



IEDCTweets



IEDC



IEDCOnline



IEDCOnline



Like our Economic Development Week Page on Facebook:

Go to Facebook.com and search for “Economic Development Week,” or visit **www.facebook.com/EconomicDevelopmentWeek**.

Post your celebration photos, articles, and other news items to this page, tag them in photos and videos you share on your pages, and share content about Economic Development Week directly from this page as well.

2022 Sample Artwork

Download the **2022 EDW sample artwork here** for your promotion needs. Art is available in several dimensions and file types.



Need the source files or a different file type? Send an email to Hannah Chertock at hchertock@iedconline.org

Sample Social Media Posts

For LinkedIn & Facebook:

Post 1: Communities worldwide are preparing to participate in the 2022 Economic Development Week celebration, and so are we. We'd like to hear from you: what economic development topics would you like to learn about? #EconDevWeek22 - **ADD URL**

Post 2: Save the dates! 2022 #EconDevWeek22 Week runs from May 9 - 13. Keep an eye out as we prepare to showcase the programs - and the people - who make our communities stronger! **ADD URL**

Post 3: 2022 #EconDevWeek22 kicks off today! Watch for [tag your organization] events and activities all week. #EconDevWeek22 - **ADD URL**

For Twitter and Instagram:

Post 1: We worked with # businesses in 2021. We're aiming to help # in 2022. Let's make your organization one of them. Learn more about what we're doing to strengthen local business and create jobs in [your community] by participating in #EconDevWeek22! Check out our event calendar - **ADD URL**

Post 2: It's official! We've declared #EconDevWeek22 in city/county. Thanks to our elected officials for recognizing the value of the profession. #EconDevWeek22 @iedctweets - **ADD URL**

Post 3: In 2021, # new businesses launched in [your city, county]. Find out what it takes to successfully launch yours this year. #EconDevWeek22 - **ADD URL**

Section 3: Celebration Ideas for #EconDevWeek

Gain the Support of Elected Officials by Drafting a Proclamation:

Dozens of communities officially proclaimed Economic Development Week in 2021. Not only were proclamations and resolutions signed in person, but many were posted online and shared within communities. Sample resolutions are available at [iedconline.org /edw](https://iedconline.org/edw).

Reach Out to Local Bloggers and Creators:

Identify local artists, bloggers, and creatives covering economic development and reach out to them. Local Bloggers, creatives, and online influencers are incredibly important potential allies, as they represent trusted third-party perspectives on social issues and commercial brands. You'll need to give them credit for their hard work. Logo and link exchanges, special social media badges, and even an online forum that allows them to share the stories are all ideas to consider. These professionals can remain long-term partners even after the celebration ends.

Give a Virtual Tour of Your Offices:

Prepare to bring in specific crowds while taking your messages directly to general audiences. Show off your staff, office, and service offerings by holding a virtual office tour! It doesn't have to be fancy, but it should be sketched out. Create a storyboard before doing so to ensure you get your points across, and add an element of surprise by having your executive leadership teams and elected officials participate.

Host a Photo Competition:

Photo competitions are one of the most accessible, easy ways to encourage community-wide participation in Economic Development Week festivities. Additionally, these competitions produce content that can last well beyond the week itself. While your criteria will vary depending on the needs of your community, be sure to set parameters that encourages creativity among participants, and allows local businesses to express what the profession means to them.

Align with Sponsors:

Want to really go all out this year? Consider pursuing a campaign sponsor(s) to help offset the costs. This is an opportunity to partner with companies and community advocates who have similar goals and objectives. Begin thinking of which brands would benefit from the exposure while helping to increase the reach, not only with funding, but also with access to their unique audiences.

Section 4: Distribute Key Tools and Resources

Economic Development Week is an ideal time to bring supporters in your community together in order to educate them on the ways that you can help them accomplish their business, workforce and community objectives. The following resources and tools are designed to help you engage and educate stakeholders in your community about the work you do, why you do it, how you do it and its impacts.

What is Economic Development Brochure:

Economic development is the intentional practice of improving a community's economic well-being and quality of life. It includes a broad-range of activities to attract, create, and retain jobs, and to foster a resilient, pro-growth tax base and an inclusive economy. The practice of economic development comprises of a collaborative effort involving industry, government and myriad community stakeholders. **Download the What is Economic Development Brochure** to provide a basic overview on economic development, EDOs, and what economic developers do for your community as part of your campaign materials.



Who Economic Development Programs Help and How Brochure:

This brochure gives a higher level overview of who and how economic development programs help, including examples of some of the services that EDOs typically provide. Whether your organization provides all of these services or just a few, economic development programs around the country impact myriad people's lives in very different and consequential ways. **Download the brochure** to further your campaign efforts.

Why Invest in Economic Development Brochure:

The *Why Invest in Economic Development* brochure includes information about federal economic development investments that have been implemented in communities across America. **Download the brochure** and pull facts directly from it.



Championing Economic Development Videos:

Check out **IEDC's YouTube page** for a series of videos about the profession and its accomplishments. See interviews with key economic development professionals on topics such as the roles of key partners, engaging elected officials, successful projects and more.

Section 5: Watch a Free Webinar to Finalize Your Communications Strategy

Inside Championing Economic Development & #EconDevWeek Primer

In January 2019, the Economic Development Research Partners (EDRP), the research think-tank of the IEDC, partnered with over 12 economic development organizations (EDOs) to produce a report examining public skepticism of the profession. The report, entitled “Championing Economic Development” addresses common misconceptions the profession faces, and provides guidance to economic developers on how to address challenges facing the industry, including:

- *Lack of understanding of the role of economic development as a professional practice*
- *Lack of understanding of the role of EDOs*
- *Transparency concerns*
- *Ideological opposition*

An informational webinar reviewing the report, and discussing its key takeaways – **is available on YouTube**. The webinar – featuring IEDC communications staff and former Board Chairs – also reviews best practices for devising a winning #EconDev Week campaign.

Speakers on the webinar include:

- Tracye McDaniel, 2020 IEDC Board Chair
- Craig J. Richard, CEcD, FM, 2020 IEDC Immediate Past Chair
- Jeffrey A. Finkle, CEcD, President & CEO of IEDC
- Matthew Mullin, Vice President of Policy & Communications for IEDC
- Swati Ghosh, Senior Director of Research for IEDC



Watch the webinar recording, *Inside Championing Economic Development*. **Visit IEDC's Youtube Channel for the video.**

Section 6: Add Your Campaign to the List of Award Winners

Keep the fun going after #EconDevWeek22 by entering your campaign into the Innovation in Economic Development Week category for the 2022 IEDC Excellence in Economic Development Awards.

Created in 2016 to highlight outstanding EDW celebrations, this category of the IEDC Excellence in Economic Development Awards program offers an opportunity to gain national recognition for your promotional campaign. This award is open to communities, regions, states and provinces who participate in the 2022 Economic Development Week. Types of promotion include, but are not limited to, an event, seminar, marketing tour, web or print projects, video, and digital media campaigns.



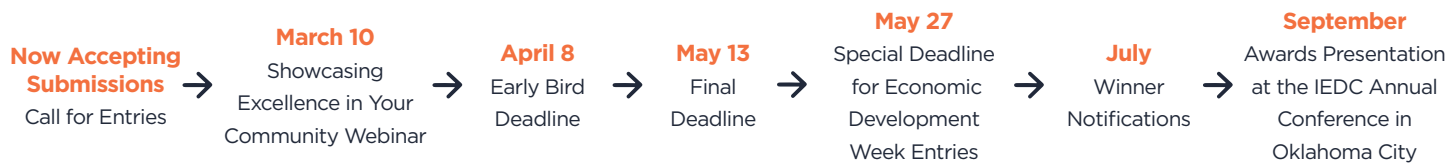
2022 EXCELLENCE IN ECONOMIC DEVELOPMENT AWARDS

Judging criteria for the Innovation in an EDW category includes:

- Goal/mission
- Innovation/creativity
- Effectiveness of EDW promotion
- Community or other EDO involvement (local, regional or state level)
- Use and quality of promotion utilizing social media

Please note that criteria are meant for completion during EDW (May 9-13, 2022)

Innovation in Economic Development Week Award Timeline



Questions? Contact Rebecca Thomas at awards@iedconline.org.

Download the application at iedconline.org/2022Awards



Interested in learning more about the Innovation in an EDW category? Register for a webinar on the IEDC Excellence in Economic Development Awards.

Visit iedconline.org/awardswebinar.

2022 ECONOMIC DEVELOPMENT WEEK IS PRESENTED BY:

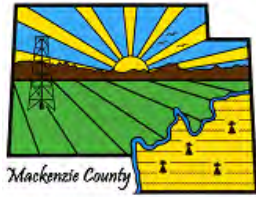


INTERNATIONAL
ECONOMIC DEVELOPMENT
COUNCIL

The Power of
Knowledge and Leadership

#EconDevWeek22
May 9-13, 2022





Mackenzie County Resolution for Economic Development Week

Resolution

WHEREAS, the International Economic Development Council is the largest professional economic development organization dedicated to serving economic developers; and

WHEREAS, for almost 50 years, Economic Developers Alberta has been Alberta's leading economic development network, committed to advancing the economic development profession by providing resources, professional development and networking opportunities; and

WHEREAS, economic developers promote economic well-being and quality of life for their communities by creating, retaining, and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base; and

WHEREAS, economic developers stimulate and incubate entrepreneurship in order to help establish the next generation of new businesses, which is the hallmark of Alberta's economy; and

WHEREAS, economic developers are engaged in a wide variety of settings including rural and urban, local, state, provincial, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions; and

WHEREAS, economic developers attract and retain high-quality jobs, develop vibrant communities, and improve the quality of life in their regions; and

WHEREAS, economic developers work in Mackenzie County; and

NOW, THEREFORE, BE IT RESOLVED that the Reeve does hereby recognize May 9-13, 2022 as "Economic Development Week" in Mackenzie County, and remind individuals of the importance of this community celebration which supports the expansion of career opportunities and improving quality of life.

BE IT FURTHER RESOLVED that the Mayor is authorized and directed to transmit an appropriate copy of this resolution to Economic Developers Alberta in support of these provincial celebrations.

Reeve



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 8, 2022
Presented By:	Byron Peters, Interim Chief Administrative Officer
Title:	Physician Recruitment – Fort Vermilion

BACKGROUND / PROPOSAL:

Administration has been advised of a Physician who wishes to re-locate to the Fort Vermilion area.

The interested Physician has encountered issues gaining entrance into Canada. Mackenzie County has been approached as to whether or not there is any potential way to help expedite this process.

Administration has done some research on the RESIDE Program, in the event this may be of assistance. Applications for this program open February 1 – March 31, 2022.

The Rural Educated Supplement and Integrated Doctor Experience (RESIDE) Program was announced February 1, 2022 by the Alberta government stating it will spend \$6 million over three years on a program it hopes will attract and retain family doctors in rural communities.

Further to this, it was announced that 15 northern communities were identified and will qualify for this program, Fort Vermilion making that list.

The criteria for this program states:

Applicants must be family medicine resident physicians completing their residency this year. They will be asked to choose their top 10 communities and will be matched based on “best fit” for available vacancies.

In addition to the RESIDE program, organizations such as RhPAP (Rural Health Physicians Action Plan) may also be of assistance.

OPTIONS & BENEFITS:

Author: Carrie Simpson **Reviewed by:** _____ **CAO:** B Peters

COSTS & SOURCE OF FUNDING:

SUSTAINABILITY PLAN:

COMMUNICATION / PUBLIC PARTICIPATION:

POLICY REFERENCES:

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

For Discussion.

Author: Carrie Simpson Reviewed by: _____ CAO: B Peters



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 8, 2022
Presented By:	Byron Peters, Interim CAO
Title:	Charity Golf Tournament

BACKGROUND / PROPOSAL:

From 2009 to 2013 Mackenzie County has hosted the ‘Mackenzie Charity Golf Tournament’. Previous tournaments were held at the Fox Haven Golf and County Club.

In 2014 the Tri-Council referred the Golf Tournament to all three Councils. Mackenzie County, Town of High Level and Town of Rainbow Lake worked together on the event.

The last tournament was in 2018. In March of 2019 at a golf committee meeting, the role of Tournament Coordinator was assumed by the Northwest Health Foundation. Actions following the committee discussions were not realized because of the cancelled event due to wild fires. 2020 and 2021 the world was under COVID-19 restrictions.

Administration plans to meet with the representatives from the Northwest Health Foundation to discuss a potential charity golf event this June. The points from the meeting will be verbal as the meeting is scheduled for Monday, March 7th.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

Previously the cost for the County was approximately \$3000. This did not include staff time and vehicle/equipment use.

Estimated cost for the 2022 Charity Golf Tournament event would be \$5000.

SUSTAINABILITY PLAN:

Author: S Wheeler **Reviewed by:** _____ **CAO:** B Peters

COMMUNICATION / PUBLIC PARTICIPATION:

POLICY REFERENCES:

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That Mackenzie County collaborate with Northwest Health Foundation both monetarily and with personnel assistance, to proceed with a charity golf tournament for 2022.

Author: S Wheeler **Reviewed by:** _____ **CAO:** B Peters



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 8, 2022
Presented By:	Byron Peters, Interim Chief Administrative Officer
Title:	High Level Agricultural Society Sponsorship Request

BACKGROUND / PROPOSAL:

The High Level Agricultural Society submitted a letter of request for sponsorship for the 52nd Annual High Level Rodeo.

Letter of request is attached.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

SUSTAINABILITY PLAN:

COMMUNICATION / PUBLIC PARTICIPATION:

POLICY REFERENCES:

Author: C. Simpson **Reviewed by:** _____ **CAO:** B Peters

RECOMMENDED ACTION:

- Simple Majority Requires 2/3 Requires Unanimous

That Mackenzie County sponsor the High Level Agricultural Society in the amount of _____ for the 52nd Annual High Level Rodeo

Author: C. Simpson **Reviewed by:** _____ **CAO:** B Peters

High Level Agricultural Society

Box 1530

High Level, Alberta

T0H 1Z0

Feb 23, 2022

As you may have heard, the High Level Agricultural Society is hosting the 52ND Annual High Level Rodeo this year at the new Mosquito Creek Rodeo Grounds on June 3, 4 & 5. Along with the new location and new arena system we have also added a team roping event and 2 breakaway roping event. The annual rodeo would not be possible without sponsors such as your company. Due to the economic conditions in the area we completely understand if you are not able to sponsor. The available events are listed below. If you are interested in sponsoring an event or a portion of an event, please don't hesitate to contact one of us at the following phone numbers, or email jacquiebateman@yahoo.ca

Jacquie 780-926-6526, Brianne 780-841-9195

Thank you once again for the continued community support, and we hope to see at one of this years events

Thank You



Jacquie Bateman





Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 8, 2022
Presented By:	Caitlin Smith, Manager of Planning & Development
Title:	Municipal Planning Commission Meeting Minutes

BACKGROUND / PROPOSAL:

The unapproved minutes of the February 17, 2022 Municipal Planning Commission meeting are attached.

OPTIONS & BENEFITS:

N/A

COSTS & SOURCE OF FUNDING:

N/A

SUSTAINABILITY PLAN:

N/A

COMMUNICATION:

N/A

Author: K Unrau **Reviewed by:** _____ **CAO:** _____

RECOMMENDED ACTION:

- Simple Majority Requires 2/3 Requires Unanimous

That the unapproved Municipal Planning Commission meeting minutes of February 17, 2022 be received for information.

Author: K Unrau **Reviewed by:** _____ **CAO:** _____

**MACKENZIE COUNTY
Municipal Planning Commission Meeting**

**Mackenzie County Office
La Crete, AB**

Thursday, February 17, 2022 @ 10:00 a.m.

PRESENT: William Wieler Vice Chair, MPC Member
Jacquie Bateman Councillor, MPC Member (virtual)
Tim Driedger MPC Member

REGRETS: Erick Carter Chair, MPC Member
David Driedger Councillor, MPC Member

ADMINISTRATION: Caitlin Smith Manager of Planning and Development (virtual)
Ryleigh-Raye Wolfe Environmental Planner
Madison Dyck Development Officer
Lynda Washkevich Development Officer
Kristyn Unrau Administrative Assistant/Recording Secretary

MEMBERS OF THE PUBLIC: Robin Dyck

MOTION 1. CALL TO ORDER

William Wieler called the meeting to order at 10:00 a.m.

2. ADOPTION OF AGENDA

MPC 22-02-18 MOVED by Tim Driedger

That the agenda be adopted as presented.

CARRIED

3. MINUTES

a) Adoption of Minutes

MPC 22-02-19 MOVED by Tim Driedger

That the minutes of the January 27, 2022 Municipal Planning Commission meeting be adopted as presented.

CARRIED

4. TERMS OF REFERENCE

For Information.

5. DEVELOPMENT

- a) **016-DP-22 Rugged North Workwear & Safety Ltd. & Fitlife Retail – General (Rugged North Workwear & Safety Ltd.) & Recreation Service, Indoor (Fitlife) in “LC-TC” Plan 982 0781; 4; 5 (La Crete)**

MPC 22-02-20 **MOVED** by Tim Driedger

That Development Permit 016-DP-22 on Plan 982 0781, Block 4, Lot 5 in the name of Rugged North Workwear & Safety Ltd. & Fit-Life be APPROVED with the following conditions:

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

1. **Minimum building setbacks are:**
 - a. **3 meters (9.8 feet) front property line;**
 - b. **3.1 meters (10 feet) rear yard; and**
 - c. **3 meters (9.8 feet) exterior side yard to provide for access to rear yard parking; from the property lines.**
2. **The Retail – General and Recreation Service, Indoor shall meet all National Building Code 2019 Alberta Edition requirements for Buildings and any other requirements specified by Superior Safety Codes. Failure to do so shall render this permit Null and Void.**
3. **The Recreation Service, Indoor (Fit-Life) shall comply with appropriate legislation under the Public Health Act and obtain the appropriate approvals prior to commencement of development. Contact the Health Inspector at (780) 841-3252.**
4. The architecture, construction materials and appearance of accessory buildings and other structures shall compliment the natural features and character of the site to the satisfaction of the Development Authority.
5. **Where the lowest opening of the building is 25 feet from the front property line it is required to be at a minimum 4% grade above the curb level. Where the lowest opening of the**

building is 50 feet from the front property line it is required to be at a minimum 2% grade above the curb level.

6. The Retail – General & Recreation Service, Indoor are to be connected to the municipal water and sewer system and the cost of connection fees will be borne by the owner. Each unit shall be serviced individually.
7. The Municipality has assigned an address to both units on the building as follows from **South to North**:
 - 10102-100th Street, Unit 1 (Fit-Life)
 - 10102-100th Street, Unit 2 (Rugged North)

You are required to display the addresses on the units to be clearly legible from the street and be on a contrasting background. The minimum size of the characters shall be four inches in height.

8. **A 5% variance on the parking requirements shall be granted; a total of 39 stalls (10 stalls for Fit-Life & 29 stalls for Rugged North) will now be 37 stalls required. "One parking space, including the driveway area, shall occupy 300 square feet."**
9. This permit may be revoked at any time if, in the opinion of the Development Authority, the proposed development has become detrimental or otherwise incompatible with the amenities of the neighbourhood.
10. The sign shall be:
 - a. A minimum of 20 meters from regulatory signs, and
 - b. A minimum of 7 meters (23 feet) and a maximum setback of 10 meters (33 feet) from the curb/sidewalk along 100th Street.
11. The sign shall be placed on site and is not permitted to be placed on any County lands and/or within the Road Right of Way.
12. The sign shall be a minimum of 2 meters in height from the bottom of the sign above the curb/sidewalk.
13. The site and sign shall be kept in a safe, clean, and tidy condition, or may be required to be renovated or removed.
14. The sign shall:
 - a. Not obstruct the orderly and safe flow of vehicular and pedestrian traffic,
 - b. Not unduly interfere with the amenities of the district,
 - c. Not materially interfere with or affect the use, enjoyment or

- value of neighbouring properties, and
- d. Not create visual or aesthetic blight.
15. Illumination of any signs must not negatively affect, nor pose a safety hazard to, an adjacent site or street.
 16. Wiring and conduits of any signs must be concealed from view.
 17. The internal sidewalk must tie into the county sidewalk.
 18. The curbs and parking area must have cement curbs that control the movement of vehicles.
 19. The front yard shall be landscaped to the satisfaction of the Development Authority. Landscaped strips are required between the parking area and the sidewalk (100 Street). **A 25% variance on the width of the landscaping has been granted.** The landscaped strips shall be a minimum of 2.25 m (7 feet, 4 inches) in width and consistent of a combination of grass, shrubs, and/or trees.
 20. All new building and site designs should emphasize a pedestrian friendly environment which must include ground floor walls, windows and doors that face a ROAD.
 21. Tree planting and landscaping shall extend from the street frontage to surround the front of the parking lot, to provide increased greenery and SCREENING. Location, spacing and species type shall be to the satisfaction of the Development Authority.
 22. A landscaping plan shall be submitted as part of a DEVELOPMENT PERMIT application.
 23. Consistent hard surfacing material shall be extended from the public sidewalk to the front of the building façade to maintain downtown visual identity.
 24. Ground level display windows shall be designed to maximize visibility and natural light flow. Kickplates shall not exceed 0.9m (3.0ft) in height measured from GRADE level.
 25. Glazing and frosting shall not exceed twenty-five percent (25%) of the surface area of a window. Where multiple glass panes are required, they shall be seamed together, to minimize visual interruption.
 26. Doorway recession depths shall not exceed the depth required to accommodate outward swinging doors.

27. Architectural projections (such as awnings and lighting) shall not exceed the width of the sidewalk, measured from the property line.
28. A sufficient number of catch basins to drain the site shall be provided, to the satisfaction of the Development Authority.
29. No curb cut providing vehicle access onto the subject site shall:
 - a. Be within 6.0m (19.7ft) from the nearest corner of an intersection of two roads;
 - b. Have a width greater than 10.7m (35.1ft);
 - c. Be located closer than 6.0m (19.7ft) from an adjacent curb cut on the same side of a site and measured along the LOT LINE.
30. No construction or development is allowed on a right-of-way. It is the responsibility of the developer/owner/occupant to investigate the utility rights-of-way, if any, that exist on the property prior to commencement of any construction and to ensure that no construction or development is completed on any utility right-of-way.
31. **This permit approval is subject to the access to the property being constructed to County standards.** PRIOR to installation of a new access or changing location of existing access, complete a Request to Construct an Access form by contacting the Operations Department for Mackenzie County at (780) 928-3983. Access to be constructed at the developers' expense.
32. The total site area (lot) shall have a positive surface drainage without adversely affecting the neighbouring properties.
33. The Developer shall at all times comply with all applicable Federal, Provincial and Municipal legislation and regulations and County Bylaws and resolutions relating to the development of the lands.

CARRIED

- b) **017-DP-22 Fair Loading Limited
Professional, Financial Office and Business Service
In "LC-HC" Plan 062 7695; 24; 4 (Office #103) (La Crete)**

MPC 22-02-21 **MOVED** by Tim Driedger

That Development Permit 017-DP-22 on Plan 062 7695, Block 24, Lot 4 (Office 103) in the name of Fair Loading Ltd. be APPROVED with the following conditions:

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

1. This permit is for the APPROVAL of a Professional, Financial, Office & Business Service in the existing building.
2. The Professional, Financial, Office & Business Service shall meet all National Building Code 2019 Alberta Edition requirements for Buildings and any other requirements specified by Superior Safety Codes. Failure to do so shall render this permit Null and Void.
3. Building to be connected to the municipal water and sewer system and the cost of connection fees will be borne by the owner.
4. **The Municipality has assigned the following address to the noted property: 10604 99 Street (Office 103).**
5. This permit may be revoked at any time if, in the opinion of the Development Authority, the proposed development has become detrimental or otherwise incompatible with the amenities of the neighbourhood.
6. The sign shall be a minimum of
 - a. 20 meters from regulatory signs, and
 - b. 1.5m (5 ft) from the curb/sidewalk
7. The sign shall be placed on site and is not permitted to be placed on any County lands and/or within the Road Right of Way.
8. The sign shall be a minimum of 2 meters in height from the bottom of the sign above the curb/sidewalk.
9. The site and sign shall be kept in a safe, clean, and tidy condition, or may be required to be renovated or removed.
10. The sign shall:
 - a. Not obstruct the orderly and safe flow of vehicular and pedestrian traffic,
 - b. Not unduly interfere with the amenities of the district,
 - c. Not materially interfere with or affect the use, enjoyment or value of neighbouring properties, and
 - d. Not create visual or aesthetic blight.
11. Illumination of any signs must not negatively affect, nor pose a safety hazard to, an adjacent site or street.

12. Wiring and conduits of any signs must be concealed from view.
13. No construction or development is allowed on a right-of-way. It is the responsibility of the developer/owner/occupant to investigate the utility rights-of-way, if any, that exist on the property prior to commencement of any construction and to ensure that no construction or development is completed on any utility right-of-way.
14. **This permit approval is subject to the access to the property being constructed to County standards.** PRIOR to installation of a new access or changing location of existing access, complete a Request to Construct an Access form by contacting the Operations Department for Mackenzie County at (780) 928-3983. Access to be constructed at the developers' expense.
15. The total site area (lot) shall have a positive surface drainage without adversely affecting the neighbouring properties.
16. The Developer shall at all times comply with all applicable Federal, Provincial and Municipal legislation and regulations and County Bylaws and resolutions relating to the development of the lands.

CARRIED

c) 018-DP-22 Peace Country Logging Professional, Financial Office and Business Service In "LC-HC" Plan 062 7695; 24; 4 (Office #104) (La Crete)

MPC 22-02-22 MOVED by Tim Driedger

That Development Permit 018-DP-22 on Plan 062 7695, Block 24, Lot 4 (Office 104) in the name of Peace Country Logging be APPROVED with the following conditions:

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

1. This permit is for the APPROVAL of a Professional, Financial, Office & Business Service in the existing building.
2. The Professional, Financial, Office & Business Service shall meet all National Building Code 2019 Alberta Edition requirements for Buildings and any other requirements specified by Superior Safety Codes. Failure to do so shall render this permit Null and Void.
3. Building to be connected to the municipal water and sewer system

and the cost of connection fees will be borne by the owner.

4. **The Municipality has assigned the following address to the noted property: 10604 99 Street (Office 104).**
5. This permit may be revoked at any time if, in the opinion of the Development Authority, the proposed development has become detrimental or otherwise incompatible with the amenities of the neighbourhood.
6. The sign shall be a minimum of
 - a. 20 meters from regulatory signs, and
 - b. 1.5m (5 ft) from the curb/sidewalk
7. The sign shall be placed on site and is not permitted to be placed on any County lands and/or within the Road Right of Way.
8. The sign shall be a minimum of 2 meters in height from the bottom of the sign above the curb/sidewalk.
9. The site and sign shall be kept in a safe, clean, and tidy condition, or may be required to be renovated or removed.
10. The sign shall:
 - a. Not obstruct the orderly and safe flow of vehicular and pedestrian traffic,
 - b. Not unduly interfere with the amenities of the district,
 - c. Not materially interfere with or affect the use, enjoyment or value of neighbouring properties, and
 - d. Not create visual or aesthetic blight.
11. Illumination of any signs must not negatively affect, nor pose a safety hazard to, an adjacent site or street.
12. Wiring and conduits of any signs must be concealed from view.
13. No construction or development is allowed on a right-of-way. It is the responsibility of the developer/owner/occupant to investigate the utility rights-of-way, if any, that exist on the property prior to commencement of any construction and to ensure that no construction or development is completed on any utility right-of-way.
14. **This permit approval is subject to the access to the property being constructed to County standards.** PRIOR to installation of a new access or changing location of existing access, complete a Request to Construct an Access form by contacting the

Operations Department for Mackenzie County at (780) 928-3983.
Access to be constructed at the developers' expense.

15. The total site area (lot) shall have a positive surface drainage without adversely affecting the neighbouring properties.
16. The Developer shall at all times comply with all applicable Federal, Provincial and Municipal legislation and regulations and County Bylaws and resolutions relating to the development of the lands.

CARRIED

6. SUBDIVISIONS

- a) **02-SUB-22 Vanguard Realty Ltd.
2.37 acre Subdivision (4 lots) in "LC-HC"
Plan 192 3085; 24; 4 (La Crete)**

MPC 22-02-23 MOVED by Jacquie Bateman

That Subdivision Application 02-SUB-22 in the name of Vanguard Realty Ltd. on Lot 4, Block 24, Plan 192 3085 (Part of NE-9-106-15-W5M) be APPROVED with the following conditions:

1. This approval is for four (4) lots, each 0.17 hectares (0.42 acres) in size
2. The applicant/developer shall enter into and abide by a Development Agreement with the Mackenzie County which shall contain, but is not limited to:
 - a) Prior to any development on the proposed subdivision, the developer shall obtain a development permit from the Municipality,
 - b) Provision of all sanitary systems including service lines, main and appurtenances as required by the Municipality,
 - c) Provision of all water lines, including all fittings and valves as required by the County,
 - d) Provision of municipal servicing (water and sanitary sewer) to each lot,
 - e) All drainage systems, provisions for weeping tile flow where a high water table or other subsurface conditions cause continuous flow in the weeping tile, and associated works,

all as and where required by the County. Where trunk storm sewer mains are required, the County shall reimburse the Developer for the cost of the trunk storm sewer mains in accordance with current County policy;

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

- (1) Drainage of internal road system,
 - (2) Erosion prevention systems, if required,
 - (3) Direction of site drainage, and
 - (4) Elevation plans for each lot
- f) Provision of paved internal roads, sidewalks and other infrastructure as required by the County in accordance to Mackenzie County Engineering Guidelines and at Developers expense, such construction of roads to serve the lots to be created by the subdivision;
- g) Provision of paved access to lot being created by the subdivision and the balance of the lands in accordance with Mackenzie County standards at the developers' expense. This requirement is in accordance with Urban Development Standards DEV001;
- h) Provision of street lighting with underground wiring, design and location as required by the County,
- i) Engineered signage package,
- j) Provision of utilities (power, gas, telephone, etc.) to each lot. Such utilities to be provided in a location and to a standard to be approved by the appropriate utility company and the County. Responses from utilities companies are shown in Schedule "C" hereto attached. Written confirmation of the completed utility installation is required to be submitted to the County by each utility company prior to registration of the subdivision,
- k) Provision of and/or negotiation for utilities rights-of-way and/or easements as required by utilities companies. Any costs incurred for line relocation will be the responsibility of the developer. All utility lanes/lots must be accessible. All public utility lanes/lots shall be cleared to ground level with all tree stumps and debris removed and then landscaped. Where necessary, utility lanes/lots shall be excavated or

landscaped to provide drainage for the subdivision. Any excavation or landscaping of the public utility lanes/lots shall be to engineered plans and completed prior to the installation of utilities,

- l) The developer is responsible for site grading and landscaping to design elevation and seeding with grass or other approved landscaping, in a manner that does not negatively impact adjacent properties or infrastructure.
- m) Provision of an agreement with the adjacent landowners for utility lanes/lots if required,
- n) Any outstanding property taxes shall be paid in full prior to registration of title,
- o) Security, in the form of an irrevocable letter of credit or certified cheque, in the amount of 25% of subsurface and surface infrastructure construction cost must be submitted to the County prior to installation and construction of any permanent infrastructure. Security amounts required in accordance with Mackenzie County's Multi-Lot/Urban Subdivision Construction and Registration Policy No, DEV003.

CARRIED

7. MISCELLANEOUS ITEMS

- a) **Bylaw 12xx-22 Partial Plan Cancellation and Consolidation of Plan 1160NY; 3; 8 & 9 La Crete Town Centre "LC-TC" (La Crete)**

MPC 22-02-24 **MOVED** by William Wieler

That a recommendation be made to Council that the first reading be given to Bylaw 12xx-22 being a Partial Plan Cancellation and Consolidation Bylaw for Plan 1160NY, Block 3, Lots 8 & 9, subject to public hearing input.

CARRIED

8. IN CAMERA

- a) **None**

9. MEETING DATES

- ❖ Thursday, March 10, 2022 @ 10:00 a.m. in La Crete
- ❖ Thursday, March 24, 2022 @ 10:00 a.m. in Fort Vermilion

10. ADJOURNMENT

MPC 22-02-25 **MOVED** by Tim Driedger

That the Municipal Planning Commission Meeting be adjourned at 10:34 a.m.

CARRIED

These minutes were adopted this 10th day of March, 2022.

Erick Carter, Chair



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	March 8, 2022
Presented By:	Byron Peters, Interim Chief Administrative Officer
Title:	Information/Correspondence

BACKGROUND / PROPOSAL:

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

- Council Action List
- 2022-03-03 Correspondence Municipal Affair
- 2022-02-24 Correspondence Municipal Affairs - Budget
- 2022-02-09 Correspondence National Police Federation
- 2022 Minister’s Award for Municipal and Public Library Excellence
- 2022-01-19 REDI Meeting Minutes
- 2022-01-11 MCLB Meeting Minutes

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

SUSTAINABILITY PLAN:

COMMUNICATION / PUBLIC PARTICIPATION:

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

POLICY REFERENCES:

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

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

Author: C. Sarapuk Reviewed by: _____ CAO: _____

Mackenzie County Action List as of February 16, 2022

Council and Committee of the Whole Meeting Motions Requiring Action

Motion	Action Required	Action By	Status
February 22, 2016 Council Meeting			
16-02-135	That the County covers the additional cost of the survey on Plan 5999CL, Lot E to date and have administration release a copy of the report to the landowner informing them that the initial investigation survey has been completed.	Byron	Refer to Motion 18-06-411 In progress. Meeting with landowners. Impacted by 2020 flood.
June 12, 2018 Council Meeting			
18-06-432	That the County apply to Alberta Environment & Parks for a bank stabilization and clean-up along the Peace River in the Hamlet of Fort Vermilion as a result of the ice jam flooding event.	Jen & Jeff	Engineers report submitted to DRP. Awaiting final review and approvals prior to proceeding
October 9, 2018 Regular Council Meeting			
18-10-763	That administration proceeds with the water diversion license's as discussed.	John	Have contacted AE to restart Project. Waiting on Meeting invite
November 5, 2019 Regular Council Meeting			
19-11-676	That Mackenzie County representatives appointed to a provincial task force must provide regular written reports to council, shall immediately forward all task force material and information to council and CAO, and shall receive specific, prior approval from council to represent views or negotiate on behalf of the County.	Council	Written Report Needed.
January 29, 2020 Regular Council Meeting			
20-01-055	That Administration move forward with applying for Recreational Leases for the Bistcho Lake cabin areas and consideration be given to the work being done by the Caribou Sub-regional Task Force.	Don	On hold. Pursuing reinstatement of commercial fishing.
20-01-067	That a letter be sent to the Minister of Municipal Affairs in regards to the Section 627(3) of the Municipal Government Act that relates to the number of councillor's on a Subdivision and Development Appeal Board.	Byron Carrie/Caitlin	COMPLETE
June 5, 2020 Special Council Meeting			
20-06-334	That administration continues to support a community recovery plan that includes a community engagement component.	DRT	Ongoing

Motion	Action Required	Action By	Status
July 15, 2020 Regular Council Meeting			
20-11-744	That the concepts and guidance provided within the La Crete Industrial Growth Strategy be incorporated into County planning documents.	Byron	Incorporated into the MDP 2022 Budget Request
November 25, 2020 Regular Council Meeting			
20-11-748	That Administration proceed in developing an offsite levy bylaw for the benefitting area of the La Crete South Sanitary Trunk Sewer for the purpose in recovering all costs associated with the sanitary sewer trunk improvements.	Byron	Working on draft offsite levy bylaw. No Change
20-11-774	That a letter be sent to Alberta Health Services regarding critical staff shortages in Northwest Alberta.	Carrie	RESIDE Program – New Initiatives announced January 31/2022
December 16, 2020 Budget Council Meeting			
20-12-799	That the County lobby the provincial government (Red Tape Reduction) to consolidate grazing leases into a single tax roll to assist the province and the municipality to reduce red tape.	Byron	In progress
January 27, 2021 Regular Council Meeting			
21-01-075	That administration proceed with the land sale of Plan 082 6817, Block 3, Lots 11MR & 12MR for the purpose of consolidation.	Caitlin	In Progress
March 9, 2021 Regular Council Meeting			
21-03-185	That administration include Option 4 - being place a new building on higher ground (new location) in the flood recovery work for the Fort Vermilion Airport, and that a detailed budget amendment to fund the works be presented to council prior to issuing a tender for the recovery/mitigation works.	Byron	RFP – Opened at Dec. 16th Meeting. Mtg. admin reviewing Motion: 21-12-887
March 24, 2021 Regular Council Meeting			
21-03-246	That administration be authorized to proceed with the sale of the land and transfer of title for amalgamation back into the quarter.	Caitlin	In Progress
May 11, 2018 Regular Council Meeting			
21-05-419	That administration develop a Charitable Donations Policy.	Jen	In Progress
May 26, 2021 Regular Council Meeting			
21-05-464	That administration proceed with upgrading the airport lighting at the Fort Vermilion (Wop May) Airport from halogen to LED.	Byron	In Progress
June 8, 2021 Regular Council Meeting			
21-06-498	That Mackenzie County attempt to gain representation in the next policy framework replacing Canadian Agriculture Partnership.	Grant	In Progress

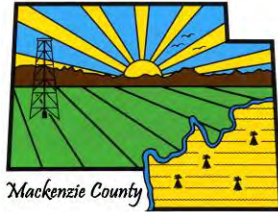
Motion	Action Required	Action By	Status
July 14, 2021 Regular Council Meeting			
21-06-226	That administration work with the Ferry Campground to formulate a plan to obtain the lease for the creation of a new campground.	Don/Byron	Refer to Motion 22-02-085
21-07-531	That the property at 1030 Tower Road in Zama be publicly advertised and put up for sale with a closing date of August 14, 2021.	Jen/Caitlin	REFER TO CM 22-02-104
September 14, 2021 Regular Council Meeting			
21-09-623	That second reading be given to Bylaw 1231-21 being the La Crete Offsite Levy Bylaw be tabled until further date.	Byron	TABLED
21-09-637	That administration obtain required approvals and agreements with affected landowners for the West La Crete Road ditch cleanout.	Grant	In Progress
21-09-644	That a commemorative sign be placed at the Heritage Centre in La Crete and the Fort Vermilion lean-to museum highlighting the contribution that Bill Neufeld had in the paving of the Hwy 88 Connector.	Don/Byron	Ongoing. Jan 1 st Draft
21-09-658	That administration work with the Fort Vermilion School Division to complete a trade and land transfer for properties adjacent to the La Crete Distribution Pumphouse and Fort Vermilion Public School.	Byron	Transfers signed
October 12, 2021 Budget Council Meeting			
21-10-696	That Administration proceed with the sale of the closed portions of 100A Street to adjacent landowners at assessed value with all associated costs being borne by the buyer with the exception of those costs associated with registration of a waterline URW where required.	Caitlin	Surveyed – Subdivision application submitted
21-10-697	That the north portions of 100A Street (adjacent landowners) be sold back for the same price it was originally purchased to the adjacent landowners with all associated costs being borne by the applicant.	Caitlin	In Progress
October 27, 2021 Regular Council Meeting			
21-10-769	That the Community Services Committee analyze Mackenzie County's Solid Waste requirements at the Waste Transfer Stations and bring back its findings and recommendations no later than August 2022, prior to future budget deliberations	Don	First Review – 2022-02-03 Community Services Committee meeting
November 9, 2021 Regular Council Meeting			
21-11-772	That the Commercial Business Incentive Options be brought a Committee of the Whole meeting for further discussion.	Byron	In Progress
November 30, 2021 Regular Council Meeting			

Motion	Action Required	Action By	Status																
21-11-794	That administration bring budget options to a future council meeting for a plow truck for Zama.	Willie																	
21-11-813	That a letter be sent to the Minister of Justice and Solicitor General outlining the successes with RCMP and the oversight of the real problem which is justice.	Carrie/Byron	Assistance from Councillor Wardley																
December 14, 2021 Regular Council Meeting																			
21-12-854	That Policy DEV001 & DEV007 be brought back to Council for review.	Caitlin	Administration to research options for ROW urban standard development																
January 7, 2022 Budget Council Meeting																			
22-01-004	That \$200,000 from the Road Reserve be allocated for bridges.	Jen	Policy Development required – transfer noted in Budget																
January 11, 2022 Regular Council Meeting																			
22-01-017	That administration proceed with land purchase as discussed, with funding coming from the Gravel Reserve Project.	Jeff & Jenn	In Progress																
22-01-020	That administration negotiate and/or verify costs and scope of work for the Fort Vermilion Airport Flood Recovery Phase 3 tender with the current bidder and bring back a recommendation to the next council meeting.	Byron																	
22-01-034	That administration arrange meetings with the following Ministries to discuss priority topics during the Rural Municipalities of Alberta (RMA) spring convention in March 2022 in Edmonton.	Byron/Carrie	In Progress																
	<table border="1"> <thead> <tr> <th>Ministry</th> <th>Priority Topics</th> </tr> </thead> <tbody> <tr> <td>Minister of Agriculture, Forestry & Rural Development</td> <td>Land Transfer Grazing Lease & Grazing Reserves- Fire Smart Rural Broadband Internet</td> </tr> <tr> <td>Minister of Municipal Affairs</td> <td>MSI Funding Mackenzie Restructuring</td> </tr> <tr> <td>Minister of Jobs Economy & Innovation</td> <td>Tourism Development of Crown Land</td> </tr> <tr> <td>Minister of Health</td> <td>Emergency Medical Services General Health Concerns</td> </tr> <tr> <td>Minister of Advanced Education</td> <td>Secondary Education Mandating Vaccinations</td> </tr> <tr> <td>Minister of Transportation</td> <td>MELT Program</td> </tr> <tr> <td>Minister of Environment & Parks</td> <td>Tourism on Crown Campground Leases 10 year Plans Land Procurement north of Zama Proposed changes to Fisheries Regulations</td> </tr> </tbody> </table>	Ministry	Priority Topics	Minister of Agriculture, Forestry & Rural Development	Land Transfer Grazing Lease & Grazing Reserves- Fire Smart Rural Broadband Internet	Minister of Municipal Affairs	MSI Funding Mackenzie Restructuring	Minister of Jobs Economy & Innovation	Tourism Development of Crown Land	Minister of Health	Emergency Medical Services General Health Concerns	Minister of Advanced Education	Secondary Education Mandating Vaccinations	Minister of Transportation	MELT Program	Minister of Environment & Parks	Tourism on Crown Campground Leases 10 year Plans Land Procurement north of Zama Proposed changes to Fisheries Regulations		
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Minister of Environment & Parks	Tourism on Crown Campground Leases 10 year Plans Land Procurement north of Zama Proposed changes to Fisheries Regulations																		

Motion	Action Required	Action By	Status
February 2, 2022 Regular Council Meeting			
22-02-070	That a letter be sent to the Town of High Level requesting support for the 2019 Chuckegg Wildfire Disaster Recovery Program Claim.	Byron	
22-02-085	That administration move forward with the application process to purchase the following and bring back to Council any future costs related to the purchase such as FNC, survey and assessed value for deliberation and approval. PLS140031 PLS170002 PLS180022 PLS180027 PLS190005 La Crete Ferry Campground Atlas Landing Area Bridge Campsite Machesis Lake Campground Wadlin Lake Campground	Don/Caitlin	In Progress
22-02-086	That the Buttertown Road –RFP be advertised with the changes as discussed.	Jeff	COMPLETE
22-02-087	That the 2022 Crack Filling – RFP be advertised with the changes as discussed.	Jeff	COMPLETE
22-02-088	That the 2022 Line Painting RFP be advertised with the changes as discussed.	Jeff	COMPLETE
22-02-089	That an 80% year round road ban be implemented on Heliport Road.	Jeff	COMPLETE
February 16, 2022 Regular Council Meeting			
22-02-103	That administration enter into a tax payment agreement with Tallahassee Exploration Inc. as discussed.	Jen	In progress with legal
22-02-104	That the property for sale on Tower road proceed as discussed.	Jen	In progress preparing advert, and updating website
22-02-107	That the 2022 budget be amended by \$13,000 for the rental and timber salvage fee associated with Recreation Lease REC-100008, one time project, La Crete Walking Trail LOC with funding coming from the General Operating Reserve.	Jen	
22-02-108	That Administration move forward to renew the Campground Caretakers contract to operate the Campgrounds at Hutch Lake and Wadlin Lake for the 2022 season and for administration to advertise for a caretaker at Machesis Lake Campground.	Don	

Motion	Action Required	Action By	Status
22-02-109	That the 2022 Capital budget be amended to include an Electric Olympia (Zamboni) project with funding coming from Municipal Climate Change Action Centre Grant in the amount of \$50,000, and Other Sources/La Crete Recreation Society in the amount of \$126,500.	Jen	
22-02-110	That the 2022 Operating Budget be amended by \$432,266 once the RSSA, and other agreements are signed by both parties with funding coming from the General Operating Reserve.	Jen	
22-02-111	That the 2021 Capital Budget be amended by \$4,483,000 to include the La Crete Recreation Society Indoor Ice Rink project with all funding coming from public donations.	Jen	COMPLETE
22-02-114	That the levies & penalties in the amount of \$422,388.67 in Schedule A be written off.	Jen	COMPLETE
22-02-115	That the outstanding amount of \$258.92 in Appendix #1 for utility accounts be written off.	Jen	COMPLETE
22-02-116	That the outstanding amount of \$2,859.10 in Appendix #2 for accounts receivable accounts be written off.	Jen	COMPLETE
22-02-117	That the outstanding amount of \$6,600.16 in Appendix #3 for accounts receivable accounts be transferred to tax roll # 076940.	Jen	COMPLETE
22-02-118	That administration provide impacts of the effects of a flooding event to the Mighty Peace Watershed Alliance, and request that information be shared, not just the financial impacts.	Jen/Jeff	COMPLETE
22-02-120	That administration bring back options regarding insurance	Jen	
22-02-122	That the 2021 Capital Budget be amended by \$80,900, for the Rebuild Blumenort Road East project, with funding coming from the Road Reserve	Jen	COMPLETE
22-02-123	That the 2021 Capital Budget be amended by \$15,552, for the Rebuild 6 Mile Road N (2 Miles) project, with funding coming from the Road Reserve.	Jen	COMPLETE
22-02-124	That the 2021 Capital Budget be amended by \$28,306, for the La Crete Sidewalks and Road Repairs project, with funding coming from the Road Reserve.	Jen	COMPLETE
22-02-125	That the 2021 Capital Budget for the LC 101 Avenue Asphalt (300 m) project, be amended by \$302.97 with funding from the Roads Reserve.	Jen	COMPLETE

Motion	Action Required	Action By	Status
22-02-126	That Mackenzie County apply for the Electric Vehicle Charging Program grant, one Level 3 fast charging station in each Fort Vermilion and La Crete	Jeff	COMPLETE
22-02-135	That Policy FIN025 Purchasing Authority Directive and Tendering Process be amended to include the following addition: 8.f) Mackenzie County does not tolerate mandatory vaccination or any other discriminatory requirements for any employee, contractor, or sub-contractor at Mackenzie County workplaces or for any work sites within Mackenzie County.	Carrie	COMPLETE
22-02-137	That Mackenzie County prepare to put in a regional bid to host the 2026 Alberta Winter or Summer Games.		



Mackenzie County

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

March 3, 2022

The Honourable Ric McIver
Minister of Municipal Affairs
132 Legislature Building
10800 – 97 Avenue
Edmonton, AB T5K 2B6

Dear Minister:

RE: SUBDIVISION AND DEVELOPMENT APPEAL BOARD REGULATION REVIEW

This letter is to address our concern regarding the Subdivision and Development Appeal Board (SDAB) regulation in Section 627(3) with the Municipal Government Act (MGA). The MGA Section 627 (3) reads as follows “*Unless an order of the Minister authorizes otherwise, a panel of a subdivision and development appeal board hearing an appeal must not have more than one councillor as a member.*” This legislation is currently interpreted as no more than one councillor from any municipality can sit on the SDAB.

In the past, Mackenzie County and neighbouring municipalities have shared members at large for SDAB who happen to be Councillors. This is because there is always at least two Councillors from each municipality trained to sit on their respective SDAB, as a regular member and an alternate. With this current interpretation of the MGA, it is difficult to fill vacancies and gain quorum for SDAB meetings. The multiple days of training and the amount of technical knowledge required is often a deterrent in gaining public applicants.

In order to ensure that our SDAB is able fill vacancies, we request that the Minister of Municipal Affairs revises the language within the Municipal Government Act Section 627(3) to reflect the following intent “Unless an order of the Minister authorizes otherwise, a panel of a subdivision and development appeal board hearing an appeal must not have more than one Councillor of the respective municipality as a member.”

If you have any questions please feel to contact me at (780) 926-7405 or our Interim Chief Administrative Officer, Byron Peters, at (780) 927-3718 or by email to bpeters@mackenziecounty.com.

Alberta Municipal Affairs
Page 2
March 3, 2022

Sincerely,

A handwritten signature in black ink, appearing to read "Josh Knelsen". The signature is written in a cursive style with a large initial "J" and "K".

Josh Knelsen, Reeve
Mackenzie County

cc: Mackenzie County Council



ALBERTA

MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Calgary-Hays*

February 24, 2022

Dear Chief Elected Officials:

I am writing to share information with you about *Budget 2022*, which my colleague, the Honourable Travis Toews, has tabled in the Alberta legislature. You will find below some details about Budget 2022 that are most closely related to Alberta Municipal Affairs and the Alberta municipalities that we all continue to serve.

Alberta's government is investing approximately \$980 million overall to build stronger communities across our province. These funds will continue to deliver important programs and services, support effective governance, and protect public safety. Alberta is moving forward to a time of economic recovery and prosperity, where Albertans have opportunities to build their skills, pursue their passions, and support themselves and their families. That's why we are continuing to provide significant infrastructure funding in the near term to support our economic recovery, even as we help municipalities adjust to new funding levels.

As we discussed last year, Municipal Sustainability Initiative (MSI) capital funding is averaging \$722 million a year for three years, from 2021-2024. We front-loaded MSI funding for 2021-22 to a total of approximately \$1.2 billion, to help municipalities recover from the pandemic and provide flexibility to ensure priority capital projects could continue. As a result, MSI funding for 2022 and 2023 has been reduced proportionately to \$485 million each year. Additionally, municipalities and Metis Settlements will continue to receive \$30 million under the operating component of the MSI program.

The goal of this strategic, multi-year funding approach is to prepare for implementation of the Local Government Fiscal Framework in 2024-25. Our government passed the *Local Government Fiscal Framework (LGFF) Act*, paving the way for Municipal Affairs to establish a predictable, reliable, long-lasting funding arrangement with Alberta municipalities that is tied to provincial revenues. Baseline funding for the first year of the LGFF in 2024-25 will remain at \$722 million, equivalent to the current three-year average funding level of MSI. The estimated 2022 MSI allocations are available on the program website [here](#).

As you are also aware, the federal Gas Tax Fund changed its name and is now called the Canada Community-Building Fund (CCBF). Fortunately, the level of funding for Alberta has not changed, and we anticipate receiving approximately \$255 million from this federal fund again this year. The estimated 2022 CCBF allocations are available on the program website [here](#).

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MSI and CCBF program funding is subject to the Legislative Assembly's approval of Budget 2022. Individual allocations and 2022 funding are subject to ministerial authorization under the respective program guidelines. Federal CCBF funding is also subject to confirmation by the Government of Canada. You should anticipate receiving letters confirming MSI and CCBF funding commitments in April.

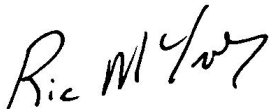
I am pleased to inform you that funding in support of local public library boards will continue to remain stable, helping to deliver important literacy resources to Albertans. We are also maintaining equivalent levels of operational funding for other services, such as the Land and Property Rights Tribunal.

As we all look to the time ahead, I can tell you that Alberta's government understands the challenges and the opportunities that are facing Alberta communities. As we continue to recover from the pandemic and prepare for economic growth, Municipal Affairs remains committed to providing sustainable levels of capital funding, to promoting economic development, and to supporting local governments as they deliver programs and services that Albertans need.

Alberta is moving forward to a prosperous financial future, and Albertans are doing their part to get us there. Alberta's government will do its part by sticking to our fiscal plan. We will continue our disciplined spending to maintain balance, and we will continue to respect Albertans' tax dollars by keeping our spending in line with other provinces.

With our eyes on these goals, we will move forward to a bright, thriving, and prosperous future where Alberta firmly secures our place as the economic engine of our nation.

Sincerely,

A handwritten signature in black ink that reads "Ric McIver". The signature is written in a cursive, slightly slanted style.

Ric McIver
Minister



**NATIONAL
POLICE
FEDERATION**

**FÉDÉRATION
DE LA POLICE
NATIONALE**

150 METCALFE STREET, SUITE 2201
OTTAWA ON K2P 1P1

www.npf-fpn.com

February 9, 2022

Reeve Joshua Knelsen
Reeve of Mackenzie County
Email: josh@mackenziecounty.com

Dear Reeve Knelsen and Mackenzie County Council,

As you might be aware, in January, the National Police Federation (NPF) launched the [KeepAlbertaRCMP Community Engagement Tour](#) to provide information and listen to Albertans about the provincial government's unpopular and wasteful plan to transition to a new provincial police service.

We are now just over half-way through our scheduled Community Engagement Tour, having completed three rounds of in-person events and three online sessions. We have visited twenty-two municipalities from Pincher Creek to Fort McMurray and met with hundreds of Albertans from all walks of life. From all these meetings, one thing is clear - Albertans want answers from their government and do not support this transition.

The Government of Alberta (GoA) has committed to making a decision about the future of the RCMP in Alberta this spring. However, the pressing concern that remains top of mind for the public is the limited options available to them to hear the government's presentation and have their questions answered. The GoA's sessions that are currently happening are only open to invited participants from municipal governments, and not to the general public or other groups, and we understand that even then, there are many questions the Alberta Justice team cannot answer.

If you have recently attended one of the GoA's APPS presentations and would like to share any of your thoughts and feedback with us, we would appreciate hearing it and being able to pass it along. This will allow us to let the public know what information is available to them through you, their elected officials. Albertans deserve answers to their questions and to understand why the government is proceeding with this unwanted idea.

A special thank you to all of you who have come out to our sessions so far, it has been great to talk with you about what this proposed transition might mean for your communities. If you have not yet attended one of our KeepAlbertaRCMP sessions, we still have a number of in-person and virtual sessions which can be found here: <https://www.keepalbertarcmp.ca/communityengagementtour>. Unlike the GoA, our presentations are open to all. Please feel free to send this link to anyone you think may be interested in attending.

Sincerely,

Brian Sauvé
President

Michelle Boutin
Vice-President

Kevin R. Halwa
Director, Prairie/North Region

Jeff McGowan
Director, Prairie/North Region

From: [Byron Peters](#)
To: [Carrie Simpson](#)
Subject: FW: 2022 Minister's Awards for Municipal and Public Library Excellence
Date: February 14, 2022 2:13:50 PM

Can you please add this as info to the next council meeting?

Byron Peters
Mackenzie County
Main: 780.928.3983
Cell: 780.821.3278

From: municipalservicesandlegislation@gov.ab.ca <municipalservicesandlegislation@gov.ab.ca>
Sent: February 14, 2022 2:01 PM
To: CAO <CAO@mackenziecounty.com>
Subject: 2022 Minister's Awards for Municipal and Public Library Excellence

Dear Chief Elected Official or Library Board Chair:

I am pleased to invite your municipality or library board to provide submissions for the 2022 Minister's Awards for Municipal and Public Library Excellence. This program recognizes excellence in municipal government initiatives and provision of library services, and promotes knowledge-sharing to build capacity. These awards offer an opportunity to recognize the truly great work happening in communities across Alberta.

For 2022, we are bringing together two of my ministry's recognition programs under one umbrella. This broader program will recognize innovation and excellence by both municipalities and library boards. Award submissions will continue to be evaluated by your peers and colleagues in the field, and winning initiatives will be highlighted in future communications.

Submissions will be accepted in the following categories:

- **Building Economic Strength (open to all municipalities)** – The award will be given for an innovative initiative that builds the economic capacity and/or resiliency of the community, and/or improves the attractiveness of the community to businesses, investors, and visitors.
- **Enhancing Community Safety (open to all municipalities)** – The award will be given for an innovative initiative that engages the community to address a safety issue. This could involve crime prevention, infrastructure enhancements (e.g., lighting, accessibility, traffic calming measures), and community services initiatives.
- **Partnership (open to all municipalities)** – The award will be given for an innovative initiative involving a local or regional partnership that achieves results that could not have otherwise been accomplished by the municipality alone. This could involve cooperation, coordination, and collaboration with other municipalities, businesses, Indigenous communities, non-profit organizations, community groups, and other orders of government to achieve a specific outcome.
- **Public Library Services (open to library boards serving a population over 10,000)** – The award will be given for a library service initiative that demonstrates excellence

and/or innovation. The initiative should demonstrate responsiveness to community needs and provide direct benefit to the public.

- **Public Library Services (open to library boards serving a population under 10,000)** – The two awards will be given for library service initiatives that demonstrate excellence and/or innovation. The initiatives should demonstrate responsiveness to community needs and provide direct benefit to the public.
- **Red Tape Reduction (open to all municipalities)** – The award will be given for an innovative initiative that improves a municipal program or service by saving time, money, and resources, or impacts municipal operations by reducing regulatory, policy, or process requirements.
- **Service Delivery Enhancement (open to all municipalities)** – The award will be given for an innovative initiative that improves – or presents a new approach to – how a municipality can deliver a program or service.
- **Smaller Municipalities (open to municipalities with populations less than 5,000)** – The award will be given for a municipal initiative that demonstrates leadership, resourcefulness, or innovation to better the community.

Further details about eligibility and submission requirements are available at www.alberta.ca/ministers-awards-municipal-public-library-excellence.aspx

Questions about the program from municipalities can be sent to municipalexcellence@gov.ab.ca or program advisors can be reached at 780-427-2225 (toll free by first dialing 310-0000).

Questions about the program from library boards can be sent to libraries@gov.ab.ca or program advisors can be reached at 780-427-4871 (toll free by first dialing 310-0000).

The deadline for submission is **March 31, 2022**.

I encourage you to share your success stories, and I look forward to celebrating these successes with your communities.

Sincerely,

Ric McIver
Minister



Board Meeting
REDI Northwest Alberta
APPROVED MINUTES
Video Conference Call - Zoom
January 19, 2022
6:00 REDI Meeting

MEETING MINUTES

REDI Board Members Present

Lisa Wardley, Chair, Mackenzie County
Boyd Langford, Vice-Chair, Town of High Level
Michelle Farris, Secretary / Treasurer, Town of Rainbow Lake
Don Werner, Town of Rainbow Lake
Greg McIvor, Zama Chamber Committee
Peter Braun, Mackenzie County
April Loewen, Fort Vermilion Board of Trade
Larry Neufeld, La Crete Chamber of Commerce
Cheryll Welke, High Level Chamber of Commerce
Crystal McAteer, Town of High Level

Staff & Guests

Hayley Gavin, Land Use & Planning Manager, Town of High Level.
Byron Peters, Director of Projects and Infrastructure, Mackenzie County
Andrew O'Rourke, REDI Manager

1. CALL TO ORDER

Chair Lisa Wardley called the meeting to order and declared quorum at 6:02 pm.

2. REVIEW & ADOPTION OF THE AGENDA

Motion:

That REDI accept the agenda as presented.

Moved by Michelle Farris

Carried

3. MINUTES OF DECEMBER 15, 2021, MEETING

Motion:

That the minutes of December 15, 2021, REDI Meeting be accepted as amended.

Moved by Larry Neufeld

Carried

4. YTD FINANCIAL REPORT DECEMBER 31, 2021

Motion:

That the Year-to-Date December 31, 2021, Financial report be accepted.

Moved by Boyd Langford

Carried

5. Chairs and Managers Report

Manager Report

In late December, the REDI manager met with ATCO green energy department. A follow on from the Energy Futures Labs. ATCO is not interested in investigating further the Lionstooth concept of power generation. The CanExport Project is finished and due for the final report at the end of January. The REDA tradeshow stands at RMA and AUMA were successful. REDA's got a much better response at AUMA and would consider again next year. RMA did not see much stand traffic. Kamie Currie will no longer be the Regional Economic Developer for Northern Alberta for JEI. REDI is unsure if the position will be filled or absorbed into the ministry of Jobs, Economy and Innovation. REDI should ask for additional Provincial funding to pick up the slack in economic development.

Motion:

Moved by Greg McIvor

That the Manager's verbal reports to be accepted as presented.

Carried

Motion:

Moved by Cheryl Welke

That REDI write letters inviting Minister Nate Horner, Minister of Agriculture, Forestry and Rural Economic Development, and Minister Doug Schweitzer, Jobs Economy and Innovation to a meeting with the REDI board.

Carried

6. NEW BUSINESS

i. Federal Census

REDI board members discussed the release of the 2021 Federal Census on February 09, 2022. The census count will reflect funding to municipalities for the next five years. Municipal Affairs Alberta will not accept municipal census. Should there be a joint response from all the member municipalities?

Motion:

Moved Peter Braun

That the REDI manager creates a report on the 2021 Federal Census and distributes to board members.

Carried

ii. Economic Opportunities

The REDI board discussed specific economic opportunities that could grow Northwest Alberta. The Manager will assist the board in developing each economic opportunity and pull together the resources and grant funding to move forward. Areas of interest include; pea fractionation, canola oil quality, synthetic diesel, pressure-treated lumber, I-beams, zink, lithium, transport infrastructure and tourism collaboration.

Motion:

Moved by Cheryl Welke

That the REDI manager puts together a list of economic opportunities.

Carried

iii. RMA & AUMA Membership

Motion:

Moved by Michelle Farris

That the REDI manager examines the benefits of associate membership for both RMA & AUMA.

Carried

iv. The Canadian Northern Corridor Research Program

The School of Public Policy will host a roundtable for municipal leaders across northern Alberta and BC on January 25, 2022. Essential to have as many northern voices as possible at that table.

v. Growing the North Conference

Motion:

Moved by Michelle Farris

That REDI will cover the Growing the North Conference cost and authorizes the Manager and any willing board members to attend.

Carried

7. OLD BUSINESS

i. Woman's Economic Recovery Challenge Grant

Women's Economic Recovery Challenge Grant funds initiatives led by Alberta non-profit organizations to support Alberta women and girls in their economic recovery from COVID-19. The Challenge Grant supports Alberta's non-profit ecosystem and will increase economic opportunities for Albertan women and girls who have been negatively impacted by COVID-19. REDI submitted a grant application on January 12, 2022, and will hear back if successful in 90 days.

Motion:

Moved by Crystal McAteer

That REDI receives the grant application proposal for information.

Carried

ii. Digital Service Squad Update

The digital service squad will provide services and technical support to eligible small businesses in the REDI geographic region at no cost to the business. In partnership with CFNWA, REDI received a \$32,000 grant from 'The Business Link' in November 2021. In early January, a new job posting was created, and web page landing sites were developed on REDI & CFNWA websites.

Motion:

Moved by Don Werner

That REDI received the Digital Service Squad update for information.

Carried

iii. Ski Hill Video

It was tabled until the next meeting.

iv. Economic Corridor Taskforce Update

The task force is wrapping up with one final last big push. There was a team meeting with 36 department staff from every arm of the Alberta Government in supporting roles assisting the task force. A presentation of northern Alberta taskforce activities included REDI's new CanExport rail videos. Infrastructure improvement and opportunities in the Treaty 8 region will be included in the final recommendations report to Premier. The GOA has extended the timeframe with requested additional next steps strategy in the final report.

9. ROUNDTABLE

Byron Peters – Mackenzie Ski Hill Society will be opening this weekend. Due to access, there will be a capacity limit of 100 people on the hill. It has taken five and half years to get the ski hill operational. Len Racher has officially retired as CAO of Mackenzie County. I've had some initial conversations with Organic Alberta about creating a business-to-business marketing and training program for our organic producers in the region.

Greg McIvor – Paramount is underway with its three-year abandonment program. It will be a year-round program that is keeping Zama residents busy. Zama is expanding the cabin project at the community campgrounds.

Cheryll Welke – High Level Chamber is preparing for their AGM on February 22. The Chamber started an in-person membership drive along with a new online portal. There are a few open seats on the board. 2022 looks exciting for the Chamber, with a few opportunities to invigorate and partner with different organizations. The focus will be COVID recovery, growth and development.

Crystal McAteer – The Town of High Level has hired CMR to assist with a strategic plan. They will be here from March 7-11 for public open houses and engagement. Mackenzie House meetings with AHS are still underway.

Peter Braun – The new arena will be installing boards later this week, along with the outside ice rink. The Mackenzie County budget has been passed.

Hayley Gavin – I had my last meeting with NWSAR yesterday; busy wrapping up and handing it over. The committee signed a new MOU with the Town of High Level to manage their finances. TOHL is still waiting for a funding decision from FCM to assist with the asset management project. Starbucks should be opening in High Level soon; permits for the signage were received. The High Level Native Friendship Centre got funding for a cultural park, which will be located behind the museum.

April Loewen – Renovation on the Board of Trade building is now underway. There is new paint, flooring and a new fireplace. In addition, the board of trade has received insurance money from the 2020 Fort Vermilion flood.

Larry Neufeld – Gearing up for a new year, new book, new memberships. The Chamber broke the 400 membership milestone this year. I am hoping to have a tradeshow and get back to regular events as soon as possible. Moonlight madness went very well, and the Chamber was approached to assist with some winter events.

Don Werner – Noralta hotel and Silver Tip Camp are busy in Rainbow Lake. Cenovus has unclear direction regarding its future investments; there are no Cenovus rigs operational. However, Harvest has a rig working and should be here most of the winter.

Lisa Wardley – Cabin development is underway, and a contract has been awarded to frontline forestry. There is zink drilling in the Zama all winter. On February 17, NWSAR has two open sessions for municipal partners. MFTA is wrapping up some of our grant funding projects and working with Mighty Peace Tourism on the circle tour. The Zama City website is up and running and adding lots of content.

10. ADJOURNMENT & NEXT MEETING

The next REDI meeting will take place on February 16, 2022, at 6:00 pm via Zoom video communications.

Motion:

That the REDI meeting be adjourned at 8:09 pm.

Carried

Moved by Peter Braun

Lisa Wardley Chair

REDI Manager

**Mackenzie County Library Board (MCLB)
January 11, 2022 Board Meeting Minutes
Fort Vermilion Library**

Present: Cameron Cardinal, Steven Simpson, Lorraine Peters, Wally Schroeder, Kayla Wardley, Sandra Neufeld, Lisa Wardley, Tamie, McLean.

1.0 Kayla Wardley called the meeting to order 7:05 pm.

2.0 Approval of the Agenda:

MOTION #2022-01-01 Wally Schroeder moved the approval of the agenda as revised. **CARRIED**

3.0 Approval of the Minutes:

MOTION #2022-01-02 Lorraine Peters moved the approval of the November 30/21 meeting minutes as revised. **CARRIED**

4.0 Review of Action Items:

- The action items of the previous MCLB meeting were reviewed.

5.0 Financial:

5.1 MCLB Financial Report as of December 31/21:

- Balance Forward	\$ 87,433.11
- Total Revenues	\$ 352,048.87
- Total Expenses	\$ 324,697.57
- Bank Balance	\$ 114,784.41

MOTION #2022-01-03 Cameron Cardinal moved to accept the financial report as presented. **CARRIED**

5.2 Fort Vermilion Library (FVL) Financials:

- Total Revenues	\$84,605.26
- Total Expenses	\$38,651.21
- Bank Balance	\$45,650.04

MOTION #2022-01-04 Kayla Wardley moved the acceptance of the financial report. **CARRIED**

MOTION #2022-01-05 Lorraine Peters moved that the books on FVL's wish list be purchased from Amazon **CARRIED**

6.0 Library Reports:

6.1 La Crete:

- Circulation for 2021 was 96,125 items. 2,082 items were signed out on Jan4/22.
- Financial to December 31/21: Income 156K, Expenses 163K, Deficit 7K.
- The internet was down Nov 17/21.
- The magazine rack will be moved to a more visible location.
- A cheesecake fundraiser is being planned for February.
- The AGM will be held on Feb 7/22 at 7:00 pm.

6.2 Fort Vermilion:

- An AGM is being planned.

6.3 Zama:

- Five people spent 8 hours cleaning, book weeding, and reorganizing shelves in the library.
- A fireplace, pictures and couches were put in the library lobby.
- Snow shoes were ordered for rental purposes.
- Nine home schoolers use the library

6.4 Mackenzie County Library Consortium (MCLC):

- No report.

6.5 High Level:

- Kayla Wardley will start attending their meetings.

MOTION #2022-01-06 Wally Schroeder moved the acceptance of the library reports for information. **CARRIED**

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7.0 Old Business:

- None

8.0 New Business:

8.1 MCLB Workshop:

- A workshop, which will include MCLB, library society members and library staffs , will be planned for September.

8.2 Library Services Agreement:

- The Library Services Agreement between MCLB and the three libraries has been updated.

8.3 Mother Earth Books:

- A coffee table book has been developed.
- It includes amazing photos and articles about our rejoin.
- The cost is \$85 per book.

MOTION #2022-01-07 Lorraine Peters moved that MCLB purchase 6 Mother Earth Books for our local libraries.

CARRIED

9.0 Correspondence:

- Youth Write: Winter Word Play

10.0 In Camera:

- Not required.

11.0 Next Meeting Date and Location: Fort Vermilion Library, Feb 16, 2022 at 7:00 p.m.

12.0 Adjournment:

MOTION # 2022-01-08 Steven Simpson moved to adjourn the meeting at 8:05 p.m.

CARRIED

These minutes were adopted this 16h day of February 2022.

Chair: Kayla Wardley