



Mackenzie County

REGULAR COUNCIL MEETING AGENDA

AUGUST 26, 2015

10:00 A.M.

**COUNCIL CHAMBERS
FORT VERMILION, AB**



STRATEGIC PRIORITIES CHART

COUNCIL PRIORITIES (Council/CAO)

NOW	ADVOCACY
1. RATEPAYER ENGAGEMENT 2. REGIONAL RELATIONSHIPS 3. FISCAL RESPONSIBILITY 4. POTABLE WATER: Availability & Infrastructure 5. CAMPGROUNDS: Expansion and New Boat Docks 6. RECREATION CENTRES & ARENA UPGRADES 7. MASTER FLOOD CONTROL PLAN & FLOOD CONTROL SYSTEMS 8. TRANSPORTATION DEVELOPMENT 9. ECONOMIC DEVELOPMENT 10. INDUSTRY RELATIONS	<input type="checkbox"/> <i>Provincial Government Relationships</i> <input type="checkbox"/> <i>Land Use</i> <input type="checkbox"/> <i>Health Services</i> <input type="checkbox"/> <i>La Crete Postal Service</i> <input type="checkbox"/> <i>Transportation Development</i>

OPERATIONAL STRATEGIES (CAO/Staff)

CHIEF ADMINISTRATIVE OFFICER (Joulia)		ECONOMIC DEVELOPMENT (Joulia/Byron)	
1. RATEPAYER ENGAGEMENT – Business Plan	May	1. ECONOMIC DEVELOPMENT – Establish Action Plan	April
2. REGIONAL RELATIONSHIPS	June	2. TRANSPORTATION DEVELOPMENT – Meet Ministers (P5/Zama, RBLK/Hwy 58)	April
3. FISCAL RESPONSIBILITY – non-traditional municipal revenue streams		3. INDUSTRY RELATIONS – Meet Industry Partners	
<input type="checkbox"/> <i>Canada Post – La Crete</i>	April	<input type="checkbox"/> _____	
<input type="checkbox"/> <i>La Crete Library – ATB Building - Assessment</i>	May	<input type="checkbox"/> _____	
<input type="checkbox"/> <i>AUPE Negotiations – internal review of the agreement</i>			
COMMUNITY SERVICES (Ron)		AGRICULTURAL SERVICES (Grant)	
1. CAMPGROUNDS – Identify expansion areas & establish policy	June	1. MASTER FLOOD CONTROL PLAN – Completion of Plan	April
2. RECREATION CENTRES & ARENA UPGRADES – Assessment	June	2. Emergency Livestock Response Plan	October
3. COR Certificate – Self Audit	July	3. _____	
<input type="checkbox"/> Dock expansion plan for campgrounds		<input type="checkbox"/> County Ag Fair & Tradeshow Planning	
<input type="checkbox"/> _____		<input type="checkbox"/> Easements for Existing Drainage Channel	
PLANNING & DEVELOPMENT (Byron)		LEGISLATIVE SERVICES (Carol)	
1. Infrastructure Master Plans	April	1. RATEPAYER ENGAGEMENT – Citizen Engagement Survey	June
2. LC & FV Design Guide	Sept	2. Website Update	June
3. _____		3. Filing/Records Management Procedures	June
<input type="checkbox"/> Land Use Framework		<input type="checkbox"/> Human Resource Policy Review	
<input type="checkbox"/> LC & FV Airports – Infrastructure Review		<input type="checkbox"/> Communication Plan	
FINANCE (Mark)		PUBLIC WORKS* (Ron/Len)	
1. FISCAL RESPONSIBILITY – Mill Rate Discussion & Policy	June	1. Inspection Procedure for New Roads	May
2. <i>AUPE Negotiations (calculations)</i>	June	2. Road Use Agreement Template Update	April
3. Multi-year capital plan		3. Finalize Meander River Gravel Pit Transfer	Aug
<input type="checkbox"/> _____		<input type="checkbox"/> Hamlet 3 Year Upgrading Plan – Review & Update	
<input type="checkbox"/> _____		<input type="checkbox"/> Engineering Services Procurement RFP	April
ENVIRONMENTAL (Fred)			
1. POTABLE WATER – Comprehensive Water Study	June	Codes:	
2. Hamlet Easement Strategy	July	BOLD CAPITALS – Council NOW Priorities	
3. FV Frozen Services Plan	Sept	CAPITALS – Council NEXT Priorities	
<input type="checkbox"/> _____		<i>Italics</i> – Advocacy	
<input type="checkbox"/> _____		Regular Title Case – Operational Strategies	
		* See Monthly Capital Projects Progress Report	

**MACKENZIE COUNTY
REGULAR COUNCIL MEETING**

**Wednesday, August 26, 2015
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 August 11, 2015 Regular Council Meeting	7
		b)	
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		b)	
GENERAL REPORTS:	5.	a)	
		b)	
TENDERS:	6.	a) Request for Proposals – Blue Hills Erosion Repair	17
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		d)	
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SW 7-107-13-W5M) (La Crete Rural)

		b)		
COMMUNITY SERVICES:	8.	a)	Appointment of Deputy Fire Chief – Fort Vermilion Fire and Rescue	33
		b)		
		c)		
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		d)		
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IN CAMERA SESSION:	15.	a)	Legal	
		b)	Labour <ul style="list-style-type: none">• Councilors Relationship Workshop	
		c)	Land	
NOTICE OF MOTION:	16.		Notices of Motion	
NEXT MEETING DATES:	17.	a)	Regular Council Meeting Tuesday, September 8, 2015 10:00 a.m. Fort Vermilion Council Chambers	

ADJOURNMENT: 18. a) Adjournment



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	August 11, 2015
Presented By:	Joulia Whittleton, Chief Administrative Officer
Title:	Minutes of the August 11, 2015 Regular Council Meeting

BACKGROUND / PROPOSAL:

Minutes of the August 11, 2015 Regular Council Meeting are attached.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

SUSTAINABILITY PLAN:

COMMUNICATION:

Approved council minutes are posted on the County website.

RECOMMENDED ACTION:

- Simple Majority
 Requires 2/3
 Requires Unanimous

That the minutes of the August 11, 2015 Regular Council meeting be adopted as presented.

Author: A Codispodi Reviewed by: _____ CAO: _____

**MACKENZIE COUNTY
REGULAR COUNCIL MEETING**

**Tuesday, August 11, 2015
10:00 a.m.**

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

- PRESENT:** Bill Neufeld Reeve
Walter Sarapuk Deputy Reeve
Jacquie Bateman Councillor
Peter F. Braun Councillor
Elmer Derksen Councillor
John W. Driedger Councillor
Eric Jorgensen Councillor
Lisa Wardley Councillor
- REGRETS:** Ricky Paul Councillor
Josh Knelsen Councillor
- ADMINISTRATION:** Joulia Whittleton Chief Administrative Officer
Ron Pelensky Director of Community Services &
Operations
Len Racher Director of Facilities & Operations (South)
Byron Peters Director of Planning & Development
Fred Wiebe Manager of Utilities
Alexandra Codispodi Municipal Intern (Recording Secretary)
- ALSO PRESENT:** Members of the public.

Minutes of the Regular Council meeting for Mackenzie County held on August 11, 2015 in the Fort Vermilion Council Chambers.

CALL TO ORDER: 1. a) Call to Order

Reeve Neufeld called the meeting to order 10:01 at a.m.

AGENDA: 2. a) Adoption of Agenda

10. c) Zama Road

MOTION 15-08-533 MOVED by Councillor Derksen

That the agenda be approved as amended.

CARRIED

**ADOPTION OF
PREVIOUS MINUTES:**

3. a) Minutes of the June 29, 2015 Regular Council Meeting

MOTION 15-08-534

MOVED by Deputy Reeve Sarapuk

That the minutes of the July 29, 2015 Regular Council meeting be approved as presented.

CARRIED

GENERAL REPORTS:

5. a) CAO Report

MOTION 15-08-535

MOVED by Councillor Wardley

That the Business Licenses Bylaw be enforced.

CARRIED

MOTION 15-08-536

MOVED by Councillor Jorgensen

That the CAO report for July 2015 be received for information.

CARRIED

5. b) Public Works Committee Meeting Minutes – July 9, 2015

MOTION 15-08-537

MOVED by Councillor Wardley

That the Public Works Committee meeting minutes of July 9, 2015 be received for information.

CARRIED

TENDERS:

6. a) None

PUBLIC HEARINGS:

7. a) None

**COMMUNITY
SERVICES:**

8. a) Waste Hauling Contract Extension

Coucillor Bateman declared herself in conflict and left the meeting at 10:52 a.m.

MOTION 15-08-538

MOVED by Councillor Wardley

That a one year contract extension with L & P Disposal be given for the hauling of the County's transfer station waste and that a request for proposals for a three year term (2017-2019) go out by August 2016.

DEFEATED

Reeve Neufeld recessed the meeting at 11:00 a.m. and reconvened the meeting at 11:14 a.m.

Councillor Bateman returned to the meeting at 11:14 a.m.

UTILITIES:

9. a) None

OPERATIONS:

10. a) Second Access Request – Plan 152 1632, Block 5, Lot 5

MOTION 15-08-539

MOVED by Councillor Derksen

That the second access request be approved.

CARRIED

MOTION 15-08-540

MOVED by Councillor Bateman

That the Access – NE 8 106 13 W5M be tabled to the end of the council meeting.

CARRIED

10. c) Zama Road

MOTION 15-08-541

MOVED by Councillor Wardley

That administration addresses the safety concern on the Zama Road.

CARRIED

**PLANNING &
DEVELOPMENT:**

11. a) Bylaw 1004-15 to Repeal Bylaw 780-10 – Offsite Levy on Range Road 15-2

MOTION 15-08-542

MOVED by Councillor Wardley

That the County uphold the existing bylaw and continue with the collection process for the funds that were missed when the two 4

acre lots were created, the total amount being \$3282.86.

CARRIED

FINANCE:

12. a) Bylaw 999-15 Fee Schedule Bylaw

MOTION 15-08-543

MOVED by Deputy Reeve Sarapuk

That first reading be given to Bylaw 999-15 being the Fee Schedule Bylaw for Mackenzie County.

CARRIED

MOTION 15-08-544

MOVED by Councillor Driedger

That second reading be given to Bylaw 999-15 being the Fee Schedule Bylaw for Mackenzie County.

DEFEATED

12. b) Policy UT004 Utility Connection

MOTION 15-08-545

MOVED by Councillor Braun

That Policy UT004 Utility Collection be amended as presented.

CARRIED

12. c) Policy FIN011 Utility Collection

MOTION 15-08-546

MOVED by Councillor Braun

That Policy FIN011 Utility Collection Policy be amended as presented.

CARRIED

12. d) Policy ADM049 Bursaries

MOTION 15-08-547

MOVED by Councillor Braun

That Policy ADM049 Bursaries be amended as presented.

CARRIED

12. e) Appointment of Auditors

MOTION 15-08-548 **MOVED** by Councillor Wardley

That Wilde and Company Chartered Accountants be appointed as the County's auditors for the 2015-2017 term.

CARRIED

12. f) Request to Waive Penalties

MOTION 15-08-549 **MOVED** by Councillor Derksen

That the penalty for Tax Roll 082318 be waived.

CARRIED

ADMINISTRATION: **13. a) Bylaw No. 1000 - 15 Emergency Management Agency**

MOTION 15-08-550 **MOVED** by Councillor Driedger

That first reading be given to Bylaw 1000 -15, being the Emergency Management Agency bylaw for Mackenzie County.

CARRIED

MOTION 15-08-551 **MOVED** by Councillor Derksen

That second reading be given to Bylaw 1000 -15, being the Emergency Management Agency bylaw for Mackenzie County.

CARRIED

MOTION 15-08-552 **MOVED** by Councillor Braun
Requires Unanimous

That consideration be given to proceed to the third reading of Bylaw 1000 -15, being the Emergency Management Agency bylaw for Mackenzie County.

CARRIED

MOTION 15-08-553 **MOVED** by Councillor Wardley

That third reading be given to Bylaw 1000 -15, being the Emergency Management Agency bylaw for Mackenzie County.

CARRIED

13. b) Peter Braun's Attendance at the 50th Anniversary for the Junior Forest Rangers (to be presented)

MOTION 15-08-554 **MOVED** by Councillor Jorgensen

That Councillor Braun receive honorarium for his attendance at the Junior Forest Rangers 50th Anniversary Event.

CARRIED

Reeve Neufeld recessed the meeting at 12:06 p.m. and reconvened at 1:01 p.m.

Councillor Driedger declared himself in conflict and left the meeting at 1:01 p.m.

10. b) Access – NE 8 106 13 W5M

MOTION 15-08-555 **MOVED** by Councillor Braun

That the access application be approved as requested.

CARRIED

Councillor Driedger returned to the meeting at 1:16 p.m.

DELEGATIONS: **4. a) Associated Engineering**

MOTION 15-08-556 **MOVED** by Councillor Jorgensen

That administration be authorized to engage Associated Engineering to evaluate the water service freezing issues for under \$10,000 from the existing budget.

CARRIED

**INFORMATION/
CORRESPONDENCE** **14. a) Information/Correspondence**

MOTION 15-08-557 **MOVED** by Deputy Reeve Sarapuk

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

CARRIED

MOTION 15-08-558 **MOVED** by Councillor Jorgensen

That administration submits an expression of interest to the Climate Resilience Express Program provided by Municipal Climate Change Action Centre.

CARRIED

Councillor Derksen left the meeting at 2:02 p.m.

MOTION 15-08-559

MOVED by Councillor Driedger

That Council move in-camera to discuss issues under the Freedom of Information and Protection of Privacy Regulations 18 (1) at 2:02 p.m.

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

CARRIED

Reeve Neufeld left the meeting at 2:17 p.m. and handed over the chair to Deputy Reeve Sarapuk.

MOTION 15-08-560

MOVED by Councillor Jorgensen

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

CARRIED

**IN-CAMERA
SESSION:**

15. b) Labour - Personnel

MOTION 15-08-561

MOVED by Councillor Braun

That the personnel update be received for information.

CARRIED

NOTICE OF MOTION:

16. a) None

**NEXT MEETING
DATES:**

17. a) Regular Council Meeting
Wednesday, August 26, 2015
10:00 a.m.
Fort Vermilion Council Chambers

ADJOURNMENT:

18. a) Adjournment

MOTION 15-08-562

MOVED by Councillor Jorgensen

That the council meeting be adjourned at 2:22 p.m.

CARRIED

These minutes will be presented to Council for approval on August 26, 2015.

Bill Neufeld
Reeve

Joulia Whittleton
Chief Administrative Officer

UNAPPROVED



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	August 26, 2015
Presented By:	Grant Smith, Agricultural Fieldman
Title:	Request for Proposals - Blue Hills Erosion Repair

BACKGROUND / PROPOSAL:

This project is located on range road 18-1 in the Blue Hills Area, 8 miles south of Highway 697. This project is one mile in length. There is serious erosion damage to the County ditch.

OPTIONS & BENEFITS:

The Agriculture Service Board has engaged WSP Engineering to complete a design, plan and profile for this project with the intent of seeking proposals from local contractors.

COSTS & SOURCE OF FUNDING:

Capital budget is \$275,000.00 including engineering.

SUSTAINABILITY PLAN:

NA

COMMUNICATION:

NA

Author: Grant Smith Reviewed by: _____ CAO: JW

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the Blue Hills Erosion Repair project request for proposals be opened.

Administration recommends tabling this item until the Agricultural Filedman reviews the proposals and qualifications and returns to the meeting with a recommendation.

Simple Majority Requires 2/3 Requires Unanimous

That the Blue Hills Erosion Repair project be awarded to the lowest qualified proposal, subject to budget.

Author: Grant Smith Reviewed by: _____ CAO: JW

The request for proposals closing date is August 25, 2015.

OPTIONS & BENEFITS:

N/A

COSTS & SOURCE OF FUNDING:

The proceeds will be recorded as proceeds from sale of assets in 2015.

SUSTAINABILITY PLAN:

N/A

COMMUNICATION:

N/A

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the "Zama City Property Sale and Clean-up" request for proposals be opened.

Administration recommends tabling this item until administration reviews the proposals and returns to the meeting with a recommendation.

Simple Majority Requires 2/3 Requires Unanimous

That the "Zama City Property Sale and Clean-up" project be awarded to _____ as per the best qualified proposal.

Author: M. Schonken Reviewed by: _____ CAO: JW



Mackenzie County

REQUEST FOR PROPOSALS

Property for Sale Zama Request for Proposal

Mackenzie County is currently accepting proposals for the sale of properties located at 1072 and 1084 Industrial Drive Zama (combined as is, where is).

Proposals must include the following:

1. Purchasing Price (offer)
2. Beautification and Clean Up Plan and Time line
3. Future Development Plan and Time line
(What is the property going to be used for?)

Proposals will be evaluated on all 3 areas noted above equally.

If selected, a detailed legal contract will be created and the Title of the property will be transferred to the applicant with the best Plan.

Sealed proposals will be received at the Fort Vermilion Office, located at 4511-46th Avenue or by registered mail to the address shown below by 12:00 p.m. local time on August 25, 2015. Proposal opening will follow.

Please clearly state on the outside of the sealed envelope:

“Zama City Property Sale and Clean-up”

Mackenzie County reserves the right to reject all or any tenders and to accept any that is deemed most favorable to the County.

For further information or to view the properties please contact:

Don Roberts (780) 841-5050
Ron Pelensky (780) 841-3860



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	August 26, 2015
Presented By:	Len Racher, Director of Facilities & Operations (South) & Ron Pelensky, Director of Community Services & Operations
Title:	Sale of County's Assets (Units 1146, 1648, the Portable Skid Shack)

BACKGROUND / PROPOSAL:

As recommended by Public Works Committee, administration advertised the following items for sale by sealed bids:

- Unit 1146 – Dodge Ram 1500 Single Cab 2 Wheel Drive Truck
- Unit 1648 – Dodge 2500 Quad Cab 4 Wheel Drive Truck
- Portable Skid Shack

The deadline to submit a bid is 1:00 p.m. August 26, 2015 and to be opened the same day during the Council meeting.

OPTIONS & BENEFITS:

NA

COSTS & SOURCE OF FUNDING:

The proceeds will be recorded as proceeds from sale of assets in 2015, net of depreciation.

SUSTAINABILITY PLAN:

NA

Author: M.Dyck **Reviewed by:** Len Racher **CAO:** JW

COMMUNICATION:

NA

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the tenders for the Unit numbers 1146, 1648, portable skid shack be opened.

Simple Majority Requires 2/3 Requires Unanimous

That Unit number 1146, Dodge Ram 1500 single cab 2 wheel drive truck be awarded to the highest bidder.

Simple Majority Requires 2/3 Requires Unanimous

That Unit number 1648, Dodge 2500 quad cab 4 wheel drive truck be awarded to the highest bidder.

Simple Majority Requires 2/3 Requires Unanimous

That the Portable Skid Shack be awarded to the highest bidder.

Author: M.Dyck **Reviewed by:** Len Racher **CAO:** JW



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	August 26, 2015
Presented By:	Byron Peters, Director of Planning and Development
Title:	PUBLIC HEARING Bylaw 998-15 Plan Cancellation for Consolidation Purposes Plan 092 9760, Block 1, Lot 1 (Pt. of SW 7-107-13-W5M) (La Crete Rural)

BACKGROUND / PROPOSAL:

In 2013, the applicant bought the subject acreage. They have now recently purchased the remainder of the quarter and see no need in having two individual titles. They would like to return the acreage back into the quarter.

On July 29, 2015, first reading was given to Bylaw 998-15 being a Plan Cancellation application to cancel Plan 092 9760, Block 1, Lot 1 for the purpose of consolidating it back into the quarter section from which it was taken.

Bylaw 99x-15 was presented to the Municipal Planning Commission at the June 17, 2015 meeting and the following motion was made:

MPC-15-06-103 **MOVED** by *Jacquie Bateman*

That the Municipal Planning Commission recommendation to Council be to approve Bylaw 99X-15, being a Plan Cancellation Bylaw to cancel and consolidate Plan 092 9760, Block 1, Lot 1 back into the quarter from which it was taken, subject to public hearing input.

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

OPTIONS & BENEFITS:

Consolidation of this type of lots needs to be completed by a Plan Cancellation and consolidation.

Author: L. Lambert Reviewed by: BP CAO: JW

COSTS & SOURCE OF FUNDING:

All costs will be borne by the applicant.

SUSTAINABILITY PLAN:

The sustainability plan does not address any topics that affect this bylaw amendment.

COMMUNICATION:

The bylaw amendment will be advertised as per MGA requirements.

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That second reading be given to Bylaw 998-15, being a Plan Cancellation Bylaw to cancel and consolidate Plan 092 9760, Block 1, Lot 1 back into the quarter from which it was taken, subject to public hearing input.

Simple Majority Requires 2/3 Requires Unanimous

That third reading be given to Bylaw 998-15, being a Plan Cancellation Bylaw to cancel and consolidate Plan 092 9760, Block 1, Lot 1 back into the quarter from which it was taken.

Author: LL Reviewed by: BP CAO: JW

BYLAW NO. 998-15

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

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

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

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

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

WHEREAS, Gerhard and Amanda Goertzen, being the registered owners of Plan 092 9760, Block 1, Lot 1, have requested that the subdivision be cancelled and consolidated back into SW 7-107-13-W5M, from which it was taken, and

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

1. That Subdivision Plan 092 9760, Block 1, Lot 1, as outlined in Schedule "A" hereto attached, is hereby cancelled in full and the lands shall revert back into SW 7-107-13-W5M, from which it was taken.

READ a first time this ___ day of _____, 2015.

READ a second time this ___ day of _____, 2015.

READ a third time and finally passed this ___ day of _____, 2015.

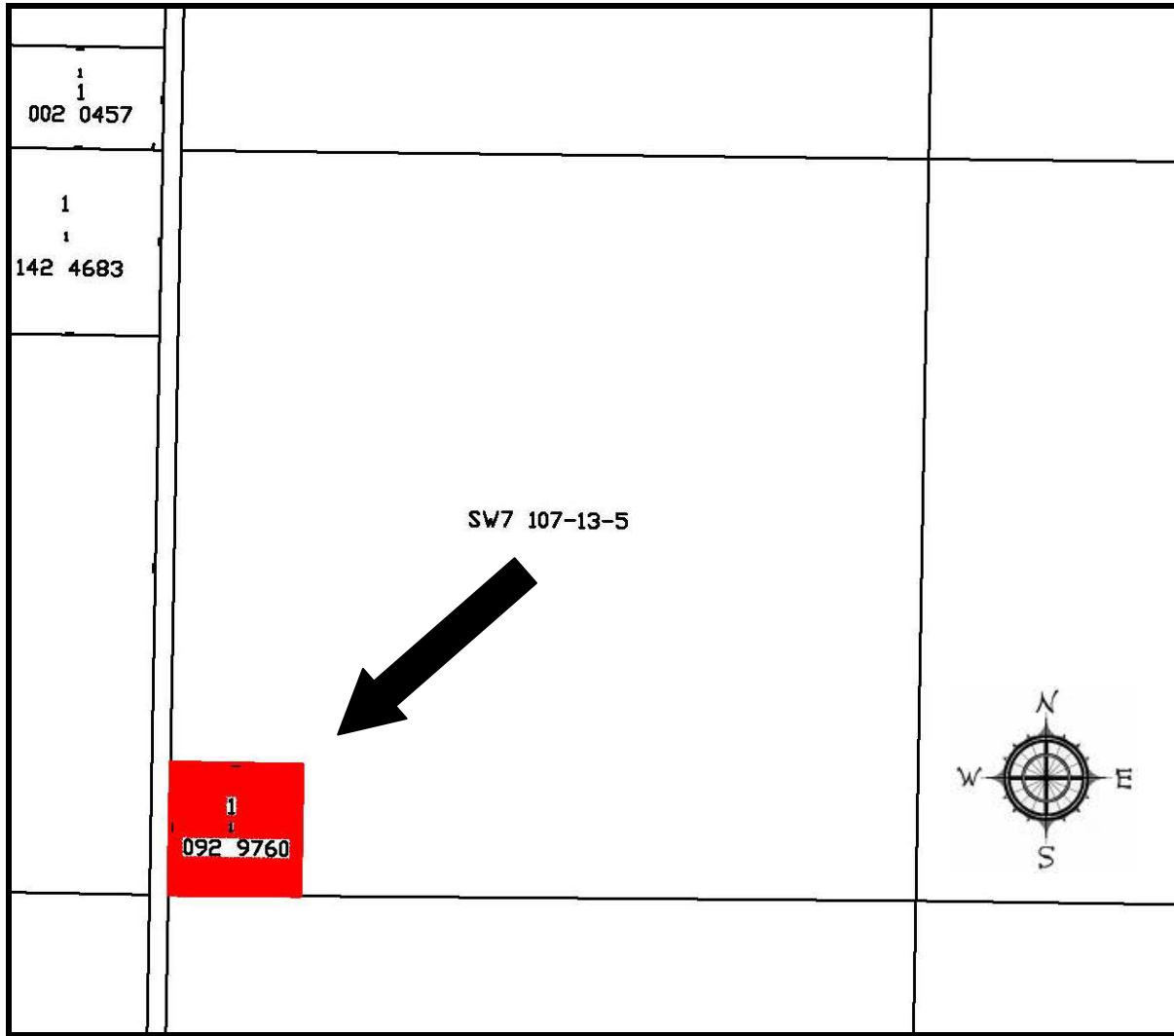
Bill Neufeld
Reeve

Joulia Whittleton
Chief Administrative Officer

BYLAW NO. 998-15

SCHEDULE "A"

1. That Subdivision Plan 092 9760, Block 1, Lot 1, located in the Rural area, be cancelled in full and the lands shall revert back into SW 7-107-13-W5M from which it was taken.



Mackenzie County

PUBLIC HEARING FOR LAND USE BYLAW AMENDMENT

BYLAW 998-15

Order of Presentation

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

_____ Was the Public Hearing properly advertised?

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

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

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

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

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

_____ This Hearing is now closed at _____.

REMARKS/COMMENTS:

BYLAW AMENDMENT APPLICATION



NOT TO SCALE

File No. Bylaw 998-15

Disclaimer

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Mackenzie County





Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	August 26, 2015
Presented By:	Ron Pelensky, Director of Community Services & Operations
Title:	Appointment of Deputy Fire Chief – Fort Vermilion Fire and Rescue

BACKGROUND / PROPOSAL:

Mackenzie County Bylaw 811/11 requires Council approval to appoint Fire Chiefs and Deputy Fire Chiefs.

- 5.3 The Fire Chief and Deputy Chief shall be appointed by Council for each Fire Service upon recommendation of the CAO, and from the members of the Fire Service for a two year term.

On August 11, 2015 Deputy Fire Chief Larry Schartner tendered his resignation as Deputy Fire Chief, but will remain as an active member on the Fort Vermilion Fire & Rescue team.

The Fort Vermilion Fire Service held a vote on August 11, 2015 with Michael Schartner and Allister Stephen (Steve) McGean allowing their names to stand. With nine fire members in attendance to vote, the majority of votes were for Allister Stephen (Steve) McGean for the position of Deputy Fire Chief.

Mr. McGean provided his resume and has substantial training in fire, rescue and emergency response operations which will be beneficial to the Fort Vermilion Fire Department.

OPTIONS & BENEFITS:

The Fort Vermilion Fire Service has seen an increase in volunteer training in the past year, and will continue with the training of current and new members to ensure each member is trained accordingly.

Author: R. Pelensky Reviewed by: _____ CAO: JW

COSTS & SOURCE OF FUNDING:

NA

SUSTAINABILITY PLAN:

N/A

COMMUNICATION:

Council's decision will be communicated with the Fort Vermilion Fire and Rescue department.

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That Allister Stephen McGean be appointed as the Deputy Fire Chief for the Fort Vermilion Fire Department.

Author: R. Pelensky Reviewed by: _____ CAO: JW



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	August 26, 2015
Presented By:	Fred Wiebe, Manager of Utilities
Title:	La Crete – Raw Water Truckfill Upgrade

BACKGROUND / PROPOSAL:

Council approved \$40,900 for the La Crete – Raw Water Truckfill Upgrade for the 2015 TCA Capital Budget to replace infrastructure with larger sizing. This was done to better accommodate the increase of raw water demands and divert spray trucks to use raw water over treated water.

The original budget estimate was based on a 2014 quote. The increase in price from 2014 to 2015 was larger than the estimated quote by \$17,100.

OPTIONS & BENEFITS:

Option 1: To approve additional \$17,100 to the La Crete – Raw Water Truckfill Upgrade with funds coming from the Water Upgrading Reserve.

Option 2: To carry project forward with additional funds being added in the 2016 capital budget.

COSTS & SOURCE OF FUNDING:

\$58,000 updated budget estimate.

SUSTAINABILITY PLAN:

N/A

Author: Sarah Martens **Reviewed by:** Fred Wiebe **CAO:** JW

COMMUNICATION:

N/A

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That an additional \$17,100 be added to the La Crete – Raw Water Truckfill Upgrade project with funds coming from the Water Upgrading Reserve with the new total budget being \$58,000.

Author: Sarah Martens **Reviewed by:** Fred Wiebe **CAO:** JW



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	August 26, 2015
Presented By:	Len Racher, Director of Facilities & Operations (South)
Title:	Policy PW004 Winter Road Maintenance

BACKGROUND / PROPOSAL:

Near the end of winter it came to the attention of Administration that the current method of placing a snow plow flag at the end of driveways for snow clearing was becoming a problem.

Administration had been informed by agreement holders that the flags were being carried off by animals i.e. dogs. Less favorable, the flags were being urinated on by animals as reported by the grader operators – these unsanitary signs would be collected and brought to the office for reselling (normal practice).

OPTIONS & BENEFITS:

Administration proposed a new plan to have the flags replaced with bright reflective triangles (wire attached) that can be placed in a tree, on a fence post, etc. These triangles are referred to as ‘indicator’ in the proposed amended policy.

Rural residents can attend the office in October to sign an agreement for the season and purchase a triangle. The grader operators will see the triangle, clear the snow and report to the office. Administration will send an invoice to the agreement holder for the clearing. Presently, we are not proposing a charge for senior or handicapped applicants. Fees for regular rural residential applicants will appear in the Fee Schedule Bylaw.

At the March 30, 2015 Public Works Committee Meeting the concern was discussed and the following motion was made:

Author: S Wheeler **Reviewed by:** Len Racher **CAO:** JW

That administration amends Policy PW004 Winter Road Maintenance – Snow Plow Flags to include discussed procedure and bring back to Committee for consideration.

Policy PW004 Winter Road Maintenance was brought to the Public Works Committee meeting on July 9, 2015 and the following motion was made:

That the recommendation to Council be to accept the amended Policy PW004 Winter Road Maintenance.

Please review the attached document with the proposed revisions.

COSTS & SOURCE OF FUNDING:

It is proposed that the new snowplow indicator signs will be provided at cost to ratepayers and will be provided for free to seniors or handicapped ratepayers. The signs will have unique numbers linked to the legal descriptions and senior or handicapped snowplow agreements. A replacement sign (due to loss for any reason) will be provided at the same cost.

The Accounts Receivable department will be invoicing ratepayers for the actual plowing work and will be reported to the office by the grader operators.

Administration (Finance Department) will present a proposed Fee Schedule Bylaw amendment during the August 26, 2015 council meeting.

SUSTAINABILITY PLAN:

NA

COMMUNICATION:

The amended policy will be posted on the County's website and the next County Image will include an article advising residents of this change.

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That Policy PW004 Winter Road Maintenance be accepted as amended.

Author: S Wheeler Reviewed by: Len Racher CAO: JW

RURAL RESIDENTIAL SNOWPLOWING **FLAG** AGREEMENT

Mackenzie County

THIS AGREEMENT MADE THIS _____ DAY OF _____, 20_____, AD

BETWEEN **MACKENZIE COUNTY,**
OF THE FIRST PART

-and-

(hereinafter called the "owner").
OF THE SECOND PART.

WHEREAS, the "Owner" is the owner, purchaser or lessee of the following lands:

(Legal Description)	(Tax Roll #)
(Telephone Number)	(Address)

WHEREAS, the Owner desires Mackenzie County to snowplow/icepick his private driveway when such driveway becomes impassable or hazardous due to snow/ice conditions.

NOW, THEREFORE, Mackenzie County and the Owner for the consideration hereinafter named, agree as follows:

- (1) Mackenzie County agrees to snowplow/iceblade the private driveway of the Owner when so requested by the Owner, however it shall be understood that such snowplowing/iceblading shall only be undertaken at the discretion of Mackenzie County and only after the public roads and highways have been cleared of snow/ice to the satisfaction of Mackenzie County AND IN ACCORDANCE WITH Public Works Policy PW004.
- (2) (a) The Owner hereby agrees to pay to Mackenzie County a the sum-of ~~Twenty-One Dollars and Twenty Cents (\$21.00), G.S.T. included, per Driveway Maintenance Flag~~ **Fifteen Dollars (\$15.00) + G.S.T. for the Snowplowing Indicator** ("hereinafter referred to as the **Flag Indicator or Flags**") ~~purchased from Mackenzie County.~~
- (b) The Owner hereby agrees that **each Flag the Indicator** purchased will belong to the Owner and he/she will be **invoiced each time the snow is removed from their driveway at the cost of Twenty Dollars (\$20.00) + G.S.T. for each service** ~~entitle him to have his driveway snowplowed/icepicked once by the County~~ **when the Indicator is present.**
- (c) The Owner hereby agrees that the maximum length of driveway to be snowplowed is 1/4 mile (400 meters) or 15 minutes whichever is lesser (most direct route to the residence) ~~for flag purchase~~ **each time the Indicator is present, subject to other snowplowing/operational priorities.** For icepicking the maximum length is 50 feet, **Owner must call County office to request this service specifically for each flag purchase. Additional snowplowing/icepicking will require another Flag.**
- (3) Either Party may terminate this agreement by serving Notice of Intent to do so on the other Party.
- (4) The Owner hereby covenants and agrees that he will at all times indemnify and save harmless Mackenzie County, it's servants, agents and employees from and against all loss, damage or injury however caused, which may at any time during the continuance of this Agreement occur to any person or the property of any person including the Owner.
- (5) The Owner shall not assign or transfer his interest under this Agreement without first obtaining the written consent of Mackenzie County.
- (6) Mackenzie County shall have the right to refuse to snowplow/iceblade any private driveway that in the opinion of the operator will be hazardous or difficult to snowplow/iceblade.
- (7) The Owner **may return the Indicator sign, however** shall not be entitled to a refund for any purchased **Flags Indicator unless he moves from the County.**
- ~~(8) — Flag at all times remains the property of Mackenzie County.~~
- (8) Mackenzie County reserves the right to transfer any outstanding unpaid Snow Plowing Services to the property owners tax rolls.**

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

SIGNED in the presence of:

MACKENZIE COUNTY STAFF

OWNER

INDICATOR #

CUSTOMER #

DIRECTOR

Appendix A

This information is being collected in accordance with Part 2 of the Freedom of Information and Protection of Privacy Act. 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 county purpose.

Appendix B

This information is being collected in accordance with Part 2 of the Freedom of Information and Protection of Privacy Act. 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 will be used for the purpose which it was collected only.

Mackenzie County

Title	WINTER ROAD MAINTENANCE/SNOW PLOWING FLAG INDICATOR POLICY	Policy No:	PW004
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Legislation Reference	Municipal Government Act, Section 18 and 532(1)
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Purpose

- To set out the standards for winter maintenance of municipal roads.
- To set the standards for snow removal of private driveways of rural residents who have purchased a snowplow ~~flag~~ indicator and have signed the snowplow ~~ing flag~~ agreement.
- To set the standards for snow removal of private driveways for rural senior citizens and/or handicapped persons.

This policy rescinds and replaces Policy FIN015 and Policy FIN020.

Policy Statement and Guidelines

The CAO and/or designate is responsible for dispatching winter maintenance equipment in accordance with this policy.

The priority for snowplowing operations shall be:

- 1) Air Ambulance airport runways
- 2) Major emergency routes for emergency services
- 3) All emergency services facilities premises
- 4) School bus routes (public and private)
- 5) Collector roads/Hamlet streets
- 6) Local roads
- 7) Public sidewalks and walkways
- 8) Winter maintenance of rural private residential driveways
- 9) Other miscellaneous duties

Hamlet Snow Removal:

Generally, plowing of snow should only be undertaken when snow accumulates to a minimum of ten (10) cm of snow.

Rural Standard Areas (Ditches) Includes Hamlet Country Residential – Snow should be plowed into the ditch area, and windrows created on driveways as a result of this operation should be removed using County resources.

Urban Standard Areas (Curb & Gutter)

The following procedures should be used:

1. Snow may be left on the street until the packed snow reaches 3-4 inches, at which time the snow should be windrowed to the middle of the street and hauled away.
2. Snow may be plowed to the non sidewalk side of the street when able and practical to do so, and windrows created on driveways as a result of this operation should be removed using County resources.
3. The removal and hauling of snow from within the Hamlet boundaries to a designated snow dump area should take place at the discretion of the CAO or designate when deemed necessary.

Sanding or ice blading of icy stretches and intersections should be done on an as required basis. The priority should be intersections and curves on roads. Other areas should be done within the available resources as need dictates.

Rural Snow Removal: (Includes Rural Country Residential)

Generally, grading of snow should only be undertaken when snow accumulates to a minimum of ten (10) cm of snow.

Sanding or ice blading of icy stretches and intersections should be done on an as required basis. The priority should be intersections and curves on roads. Other areas should be done within the available resources as need dictates.

Excess snow should generally be stockpiled alongside the road in the road allowance and on other available public property. Snow will not be hauled to other stockpile locations unless public safety is at risk, e.g. when visibility at an intersection is obstructed.

Winging and other maintenance operations, such as iceblading driveways, should have a lesser priority unless they can be combined with the first.

Negotiations for stockpiling snow on private property should be carried out only where it is the lowest cost alternative.

Municipal grader operators will take all reasonable measures to minimize the size of the snow berm left on private driveways.

Culverts identified as problematic may be steamed in early spring in an attempt to prevent flooding.

Rural Private Residential Maintenance Operations/Sale of Rural Snowplowing Flags Indicators

- Mackenzie County provides for snowplowing of rural residential driveways through the sale of snowplowing flags Indicators.
- The snowplowing flag Indicator is to be purchased at a fee established by Council and set out in the Fee Schedule By-law.
- An ~~single flag~~ Indicator is intended to provide resident with ONE pass in and ONE pass out (most direct route to the residence) when present. ~~with~~ When the Indicator is present the snowplowing will be to a maximum of ¼ mile (300 400 meters) or 15 minutes of snow clearing, whichever is less.
- The cost of the snowplowing service each time the Indicator is present is a fee set out in the Fee Schedule Bylaw, and will be invoiced monthly to the owner of the indicator.
- Any rural resident residing within the boundaries of Mackenzie County shall be allowed to purchase a snowplowing flag Indicator if the resident enters into a standard Snowplowing Flag Agreement (Appendix A) releasing Mackenzie County, its employees, and agents, from any liability arising from the snowplow operation.
- No service shall be provided prior to the purchase of a snowplowing flag Indicator.
- The snowplowing flag Indicator shall be placed visibly at the end of the driveway to signify the residents request for snow clearing.
- Ice blading shall be done to a maximum of 50 feet onto the driveway in rural area, owner must call County office to request this service specifically.

Rural Snowplowing Flags Indicators for Senior Citizens and/or Handicapped Persons

Mackenzie County recognizes that the snowplowing of rural residential accesses may be cost prohibitive to Senior Citizens and/or Handicapped Persons. Therefore,

Mackenzie County will provide qualified rural Senior Citizens and/or Handicapped Persons ~~a no cost alternative for~~ with snowplowing services of their rural residential driveways at no cost and/or as identified in the Fee Schedule Bylaw. Receiving the senior and/or handicap snowplowing services is subject to entering into the Senior and/or Handicapped Snowplowing Agreement (Appendix B).

In this policy the following definitions apply:

Dependents: “any person eighteen years of age and under and that such age can be documented.”

Handicapped Persons: “any person who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment and such impairment can be verified by a medical doctor.”

Senior Citizen: “any person who is 65 years of age or older and that such age can be documented.”

Spouse: “means the husband or wife of a married person.”

- Rural Senior Citizen and/or handicapped residents may apply annually, through the completion of the County of Mackenzie Seniors and/or Handicapped Snowplowing ~~Flag~~ Agreement.
- Service is limited to those qualified residents living in rural areas.
- Service is limited to residences where one primary resident or their spouse is by definition a senior citizen and/or a handicapped person.
- A Senior and/or Handicapped Snowplowing ~~Flag~~ Agreement shall not qualify when a person, other than the spouse, resides on the property that is over the age of 18 and/or under the defined age of a senior.
- Senior and/or handicapped residents shall provide proof as to their senior and/or handicapped status.
- A Senior/Handicapped Indicator is intended to provide residents with ONE pass in and ONE pass out (most direct route to the residence) with the snowplow to a maximum of ¼ mile (300 400 meters) or 15 minutes of snow clearing, whichever is less.
- Any rural Senior Citizen and/or rural Handicapped Person residing within the boundaries of Mackenzie County shall be allowed to obtain a Senior Citizen and/or Handicapped Persons snowplowing flag Indicator if the resident enters into a Senior Citizen and/or Handicapped Person Snowplowing ~~Flag~~ Agreement (Appendix B) releasing the County of Mackenzie, its employees, and agents, from any liability arising from the snowplow operation.
- The snowplowing ~~flag~~ Indicator shall be placed visibly at the end of the driveway to signify the residents request for snow clearing.
- ~~Senior Citizen and/or Handicapped lists shall be brought to Council as information.~~

	Date	Resolution Number
Approved	10-Nov-98	98-341
Amended	23-Nov-05	05-632
Amended	23-Feb-11	11-02-195
Amended	12-Dec-11	11-12-975
Amended	11-Dec-12	12-12-836
Amended		



M.D.

688

BIG LAKES



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	August 26, 2015
Presented By:	Len Racher, Director of Facilities & Operations (South)
Title:	Second Access Plan 1425TR Block 06 Lot 12

BACKGROUND / PROPOSAL:

Administration received an application for a second access to a parcel and as per Policy PW039 this needs to be approved by Council. Item #7 of the policy reads as follows:

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

The second access request is for the purpose of company vehicle traffic as well as R.V parking convenience.

OPTIONS & BENEFITS:

Option 1: To approve second access as requested.

Option 2: To deny second access.

COSTS & SOURCE OF FUNDING:

N/A

SUSTAINABILITY PLAN:

N/A

Author: M. Dyck Reviewed by: _____ CAO: JW

COMMUNICATION:

Administration will write a letter to the applicant regarding the decision of Council.

RECOMMENDED ACTION:

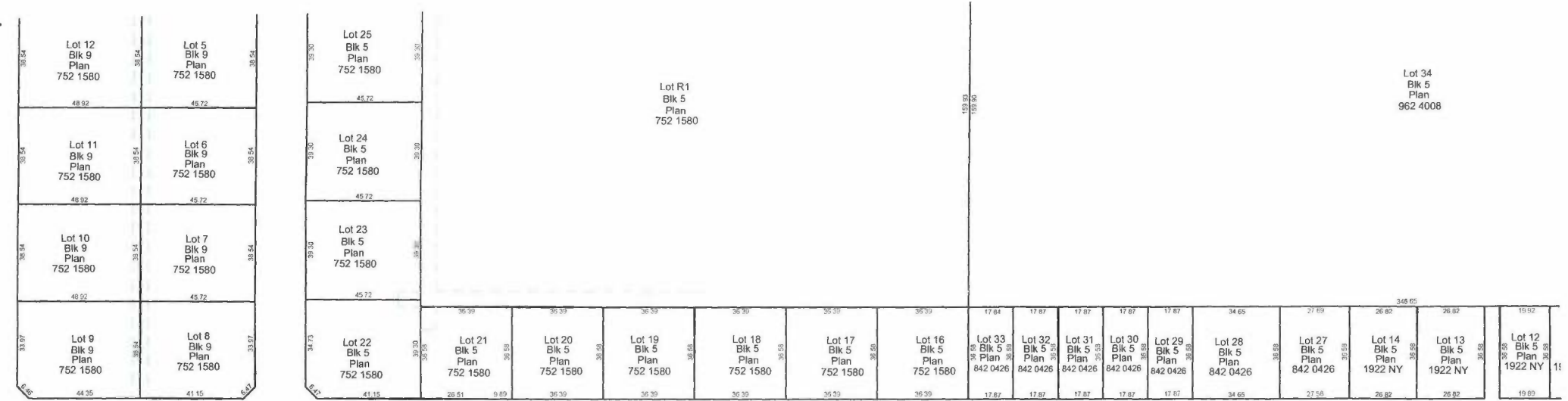
For discussion.

Simple Majority

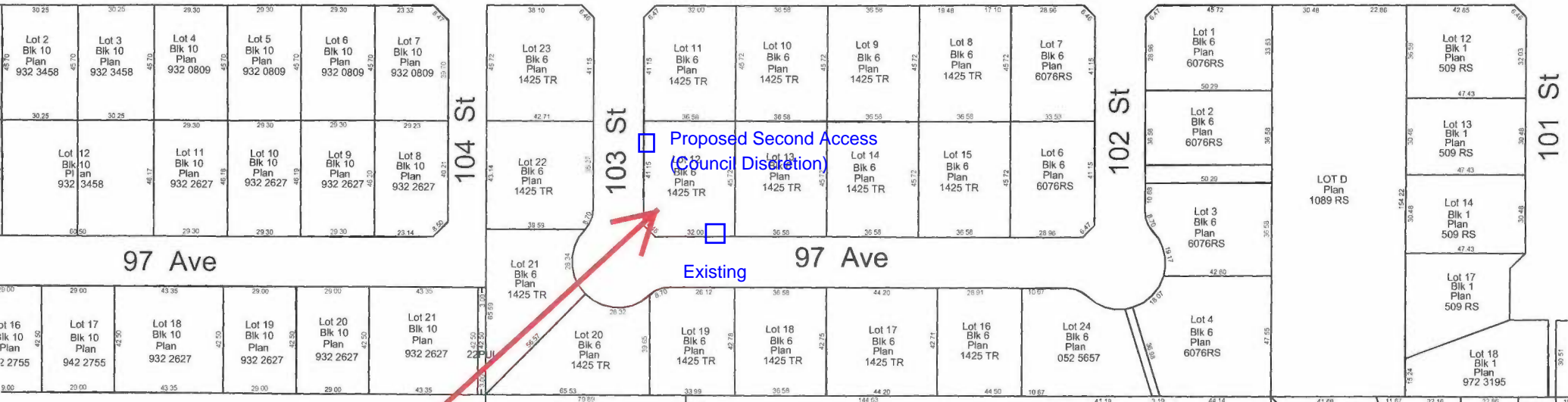
Requires 2/3

Requires Unanimous

Author: M. Dyck Reviewed by: _____ CAO: _____



98 Ave



Subject Property





Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	August 26, 2015
Presented By:	Ron Pelensky, Director of Community Services & Operations
Title:	Zama Road Frost Heave

BACKGROUND / PROPOSAL:

On a 400 meter section of pavement on the Zama access road we are experiencing some severe settlement.

In the winter of 2015 Administration contracted the engineering company WSP to drill geo-tech holes and research what is causing the severe settlement.

WSP's investigation found that there is two meters of muskeg buried in the road and as the water leaves the muskeg it causes it to settle. Based on their findings, Administration requested WSP to provide solutions to the problem with cost estimates. WSP provided cost estimates for short term fixes, and a few options on fixing the problem.

Attached is WSP's report.

OPTIONS & BENEFITS:

Option 1:

That Council amends the 2015 budget to correct the settlement problem.

Benefit

This would provide the residents and visitors a safe, level road to drive on.

Author: Ron Pelensky Reviewed by: _____ CAO JW

Option 2:

That Council amends the 2015 budget by \$353,800, remove the pavement, add gravel to correct the settlement area, and maintain it as gravel until there are sufficient funds in place to fix the problem.

Benefit

This would provide residents and visitors an unpaved section of safe road to drive on.

Option 3:

That the settlement area be signed as per the engineers' recommendations, a speed zone area be created and settlement area be monitored until there are sufficient funds in place to fix the problem.

Benefit

The area would be safe for users provided they follow the speed limit which allows the County time to budget for the repair in the future.

COSTS & SOURCE OF FUNDING:

The addition of signs can be absorbed in the 2015 Operation Budget, however if alternate options are selected, we will have to adjust the budget.

SUSTAINABILITY PLAN:

NA

COMMUNICATION:

NA

RECOMMENDED ACTION:

- Simple Majority
- Requires 2/3
- Requires Unanimous

For discussion.

Author: Ron Pelensky Reviewed by: _____ CAO JW



August 6, 2015

Mackenzie County
4511 46 Avenue
Box 640
Fort Vermilion, AB T0H 1N0

Attention: Mr. Ron Pelensky, *Director of Community Services & Operations*

**Re: Zama Frost Heave
Mackenzie County
Repair Options**

WSP Canada Inc. (WSP) has been retained by Mackenzie County (County) to investigate options for the frost heave repair on the paved section of the Zama Access Road, located approximately 8 km east of Zama City. The section of road affected by the frost heave is estimated to be 400 m long.

Background

In March of 2015, WSP completed a soils investigation on the section of the Zama Access Road. This investigation entailed drilling a total of ten (10) test holes on either side of the road to ascertain the condition of the underlying material. Our soils investigation identified a surface layer of approximately 2.0 meters of clay with an underlying layer of peat/organics of approximately 2.0 meters in depth. This material is typical of muskeg in Alberta and contains extremely high moisture content averaging approximately 500% water.

Historically, the construction of roads on soft compressible soils (such as peat/organics) without some form of soil treatment has resulted in movement of the embankment due to the unpredictable long-term settlement of the underlying soils. When a structure, or in this case road embankment, is constructed on muskeg material, the load on the soft soil is initially partially supported by the incompressible water in the soil pores. However, as time passes, the excess pore water pressure dissipates as the water slowly drains out from under the load. As this occurs, the load is transferred to the soil, the soil consolidates and settlement occurs. This process can take years to occur and result in ongoing movement and damage to the structure.

As such, WSP has concluded that the heaving noted on the surface of the pavement in this location is due to a lack of consolidation/settlement of the peat material underneath the road.

Repair Options

From the findings above, the concept for repairing the heaving on the road would entail either facilitating moisture pore pressure release in order to facilitate consolidation of the underlying peat ultimately creating settlement with adequate load bearing strength, or proceeding with the total excavation of the underlying peat material backfilled with a Granular free-draining non-frost susceptible material to carry the required road prism.

WSP is presenting three (3) repair options for further review and consideration by the County. It should be noted that these options vary in terms of cost and effectiveness (i.e. risk of solving the underlying problem).

1. Option 1 – Construction of Muskeg Ditches – *Lower Cost/High Risk*

In an effort to alleviate the pore water pressure in the muskeg material, embankment benches would be added to the existing road prism and muskeg ditches would be constructed along the edge of the right-of-way on both sides of the affected section of road. The ditches would be constructed to a depth of 2.5 – 3.0 meters below the existing original ground, thereby facilitating a free drainage path for lateral pore pressure moisture release from the underlying muskeg material.

Additional right-of-way (ROW) would be required for this option. However, WSP does not anticipate this to be a problem as the adjacent lands are currently owned by the Crown.

Our current construction estimate including contingencies and engineering to complete this work is **\$305,000**.

2. Option 2 – Installation of Wick Drains – *Mid Cost/Mid Risk*

Wick drains, also known as prefabricated vertical drains, consist of synthetic band-shaped material that is installed vertically into muskeg/peat material in order to accelerate pore pressure water dissipation. This in turn will facilitate consolidation and settlement of the underlying peat layer. Installation of the wick drains would involve excavating an area approximately 10 m wide from the toe of the existing road side slope on each side of the existing highway, to a 1.0 meter depth.

The excavated material will be replaced with a free draining aggregate material (i.e. granular fill or pit run) with wick drains installed on a triangular 3.0 meter grid pattern to a depth of approximately 4.0 meters. This will allow the moisture in material underneath the road embankment to escape and therefore permit consolidation.

Our current construction estimate including contingencies and engineering to complete this work is **\$953,000**.

3. Option 3 – Removal of Underlying Muskeg/Peat Material – High Cost/Low Risk

This repair would consist of excavating the entire 400 m of existing road embankment and the underlying muskeg/peat material. Once removed, the road would be reconstructed with non- frost susceptible soils and granular material.

This repair would ensure that any issues associated with the muskeg material are addressed. However, the cost to complete this work may be prohibitive.

Our current construction estimate to complete this work is **\$2,191,300**.

Temporary Solution – Removal of Existing Asphalt

In addition to the above options, the County is considering removing the existing asphalt surface thereby reverting this section of road to a gravel surface. This option would allow for the road surface to be continually bladed and easily re-shaped in the event that there is movement in the embankment.

Our current construction estimate to complete this work is **353,800**.

A proper signing package would be implemented warning the travelling public of the gravel section and advising them to reduce their travelling speed. WSP recommends the following:

Description	Sign No.
Maximum Speed Ahead (50 km/hr)	RB-5
Pavement Ends	WA-25
Rough Road	WA-22B-T
Bump	WA-22A-T
Maximum Speed (50 km/hr)	RB-1
GRAVEL SECTION	
Maximum Speed (80 km/hr)	RB-1

Signing Package for Existing Road

WSP recommends the following signing package be implemented, in the event that the County decides to leave the existing pavement as is until a proper repair solution has been determined:

Description	Sign No.
Maximum Speed Ahead (50 km/hr)	RB-5
Rough Road	WA-22B-T
Bump	WA-22A-T
Maximum Speed (50 km/hr)	RB-1
HEAVED SECTION	
Maximum Speed (80 km/hr)	RB-1

Conclusion

Without any remedial action to relieve the existing pore pressure in the underlying peat layer, WSP would expect to see continued movement, consolidation, and settlement in the existing embankment road prism for an extended period of time, possibly years, as the existing road prism continues to move with the existing peat and water layer.

This option, although the least cost, will create an inconvenience for the traveling public and long term maintenance liability. Due to the fact that the County intends to pave all of the Zama Access Road at some point in the future, and these heaving issues are being experienced in other sections of the road that are yet to be paved, it may be prudent for the County to invest in determining a solution to the underlying problem. A solution to the problem at this section would provide a recommended course of action for the other sections of the Zama Access Road that are experiencing similar heaving/consolidation issues.

WSP looks forward to further discussion with Mackenzie County regarding the repair options that have been provided.

Should you require further information or clarification please contact me at (780) 332-1000.

Sincerely,



Mark Onaba, P. Eng.
Area Manager
WSP

5

cc: Joulia Whittleton, Mackenzie County
Garth McCulloch, WSP

Attachment(s)



17/08/2015



17/08/2015



17/08/2015



17/08/2015



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	August 26, 2015
Presented By:	Byron Peters, Director of Planning & Development
Title:	Bylaw 1001-15 Plan Cancellation for Consolidation Purposes Plan 002 4196, Block 1, Lot 1 (SW 5-105-14-W5M) (La Crete Rural)

BACKGROUND / PROPOSAL:

The Planning Department received a Plan Cancellation application to cancel Plan 002 4196, Block 1, Lot 1 for the purpose of consolidating it back into the quarter section from which it was taken in order to complete a boundary readjustment.

The applicant bought the five acre parcel in December 2011, unknowing that the actual acreage was not where it was supposed to be. This had gone unnoticed until the planning department was reviewing the aerial photo for a development permit application received from the client. Currently, the actual house is not on the registered subdivision.

The acreage should have been approximately 100 meters further to the east than what is registered at Alberta Land titles.

In order for the applicant to receive a development permit and to correct this issue, a boundary adjustment needs to be approved along with this plan cancellation. This would move the acreage 100 meters to the east placing the actual home within the approved subdivision.

The planning department has no issues or concerns with this application.

Author: L. Lambert Reviewed by: BP CAO JW

Bylaw 1001-15 was present to the Municipal Planning Commission at their July 23, 2015 meeting and the following motion was made:

MPC-15-07-132 MOVED by Jacquie Bateman

That the Municipal Planning Commission recommend to Council to approve Bylaw 1001-15, being a Plan Cancellation Bylaw to cancel and consolidate Plan 002 4196, Block 1, Lot 1 back into the quarter from which it was taken, subject to public hearing input.

OPTIONS & BENEFITS:

Consolidation of this type of lot needs to be completed by a Plan Cancellation and consolidation.

COSTS & SOURCE OF FUNDING:

All costs will be borne by the applicant.

SUSTAINABILITY PLAN:

COMMUNICATION:

RECOMMENDED ACTION:

That first reading be given to Bylaw 1001-15, being a Plan Cancellation Bylaw to cancel and consolidate Plan 002 4196, Block 1, Lot 1 back into the quarter from which it was taken, subject to public hearing input.

Author: L. Lambert Reviewed by: BP CAO JW

BYLAW NO. 1001-15
BEING A BYLAW OF
MACKENZIE COUNTY
IN THE PROVINCE OF ALBERTA
FOR THE PURPOSE OF CANCELLING A
PLAN OF SUBDIVISION
IN ACCORDANCE WITH SECTION 658 OF THE
MUNICIPAL GOVERNMENT ACT, CHAPTER M-26,
REVISED STATUTES OF ALBERTA 2000.

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

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

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

WHEREAS, Henry Friesen and Mary Friesen, being the registered owners of Plan 002 4196, Block 1, Lot 1, have requested that the subdivision be cancelled and consolidated back into SW 5-105-14-W5M, from which it was taken, and

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

1. That Subdivision Plan 002 4196, Block 1, Lot 1, as outlined in Schedule "A" hereto attached, is hereby cancelled in full and the lands shall revert back into SW 5-105-14-W5M, from which it was taken.

READ a first time this ___ day of _____, 2015.

READ a second time this ___ day of _____, 2015.

READ a third time and finally passed this ___ day of _____, 2015.

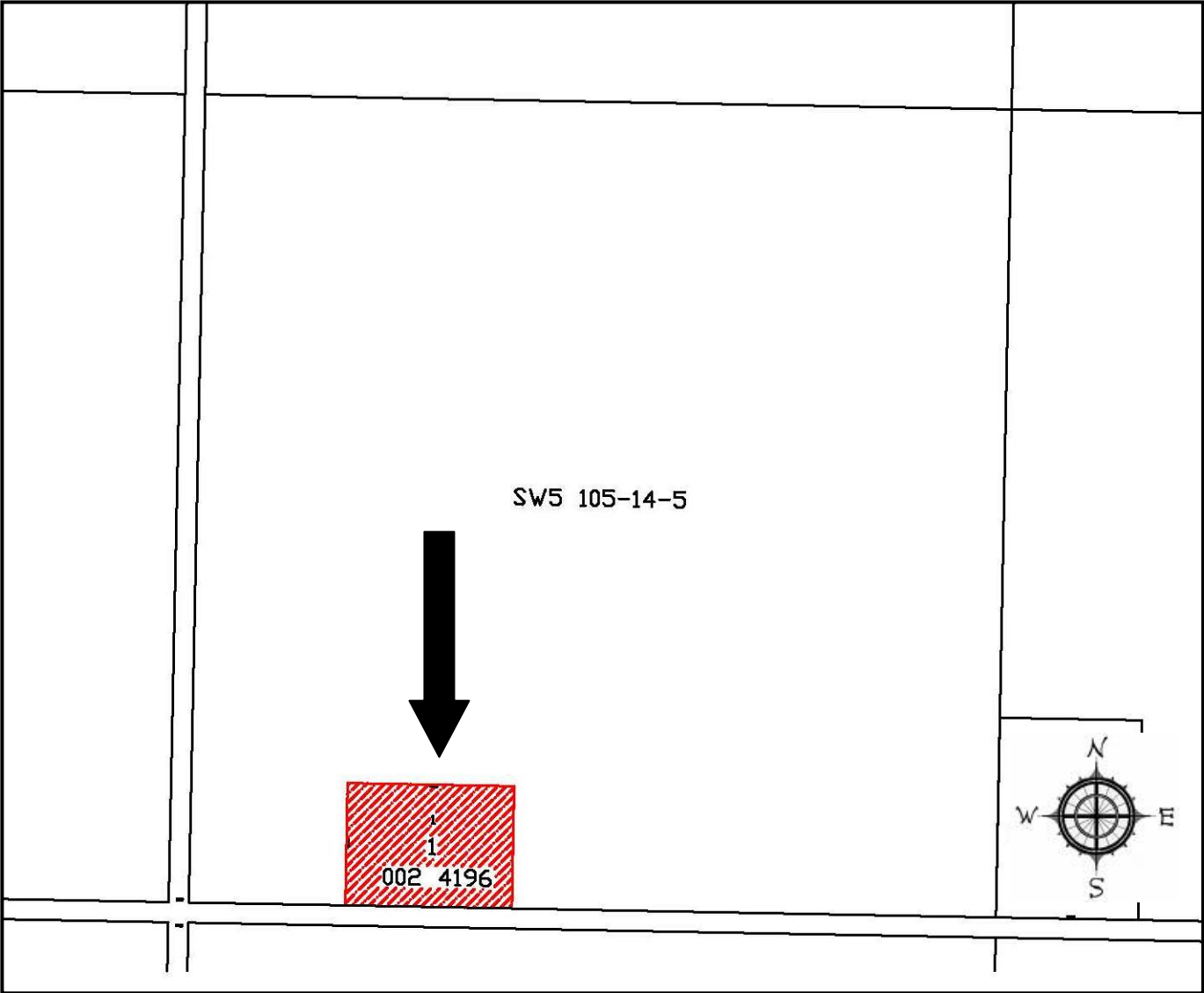
Bill Neufeld
Reeve

Joulia Whittleton
Chief Administrative Officer

BYLAW NO. 1001-15

SCHEDULE "A"

- 1. That Subdivision Plan 002 4196, Block 1, Lot 1, located in the Rural area, be cancelled in full and the lands shall revert back into SW 5-105-14-W5M from which it was taken.



BYLAW AMENDMENT APPLICATION



NOT TO SCALE

File No. Bylaw 1001-15

Disclaimer

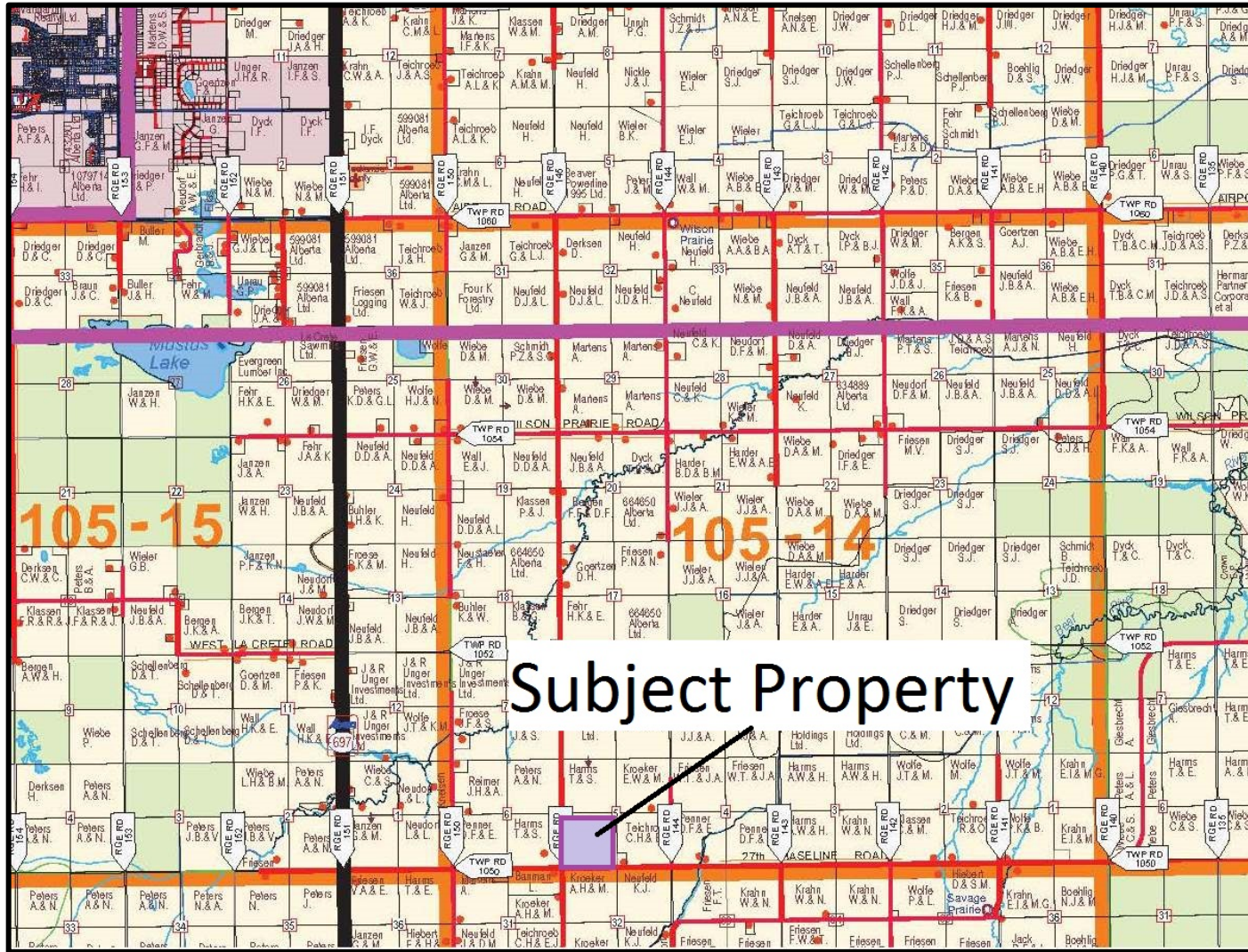
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Mackenzie County

BYLAW AMENDMENT APPLICATION



File No. Bylaw 1001-15

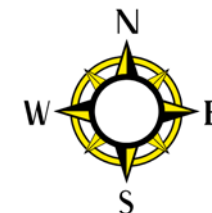
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NOT TO SCALE



Mackenzie County





Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	August 26, 2015
Presented By:	Byron Peters, Director of Planning & Development
Title:	Bylaw 1002-15 Plan Cancellation for Consolidation Purposes Plan 2938RS, Block 10, Lots 5 & 6 (5203-48th Ave & 4701-52nd Street in Fort Vermilion)

BACKGROUND / PROPOSAL:

The Planning Department has received a Plan Cancellation application to cancel Plan 2938RS, Block 10, Lots 5 & 6 (5203-48th Ave & 4701-52nd Street) for the purpose of consolidating the two lots into one.

The applicant has owned the two lots since they were first registered in 1970. There has only ever been one house on lot 5. Aside from being the driveway and yard to lot 5, lot 6 has never been developed. A couple of years ago, the old house on lot 5 was removed and both lots remained vacant. The owner would now like to place a mobile home on the lots.

The owner has no intention of selling either of the lots as they have been treated as one yard. The mobile home will be placed on lot 5, however to eliminate the inconvenience of having a boundary line limiting the amount of space to expand (i.e. addition or porches) the owner would like to consolidate the two lots into one.

The planning department has no issues or concerns with this application.

Bylaw 1002-15 was present to the Municipal Planning Commission at their August 6, 2015 meeting and the following motion was made:

Author: L. Lambert Reviewed by: BP CAO JW

MPC-15-08-139 **MOVED** by Jacquie Bateman

That the Municipal Planning Commission recommendation to Council be to approve Bylaw 1002-15, being a Plan Cancellation Bylaw to cancel and consolidate Plan 2938RS, Block 10, Lots 5 & 6 into one lot, subject to public hearing input.

OPTIONS & BENEFITS:

Consolidation of this type of lots needs to be completed by a Plan Cancellation and consolidation.

SUSTAINABILITY PLAN:

COMMUNICATION:

COSTS & SOURCE OF FUNDING:

All costs will be borne by the applicant.

RECOMMENDED ACTION:

That first reading be given to Bylaw 1002-15, being a Plan Cancellation Bylaw to cancel and consolidate Plan 2938RS, Block 10, Lots 5 & 6 into one lot, subject to public hearing input.

Author: L. Lambert **Reviewed by:** BP **CAO** JW

BYLAW NO. 1002-15
BEING A BYLAW OF
MACKENZIE COUNTY
IN THE PROVINCE OF ALBERTA
FOR THE PURPOSE OF CANCELLING A
PLAN OF SUBDIVISION
IN ACCORDANCE WITH SECTION 658 OF THE
MUNICIPAL GOVERNMENT ACT, CHAPTER M-26,
REVISED STATUTES OF ALBERTA 2000.

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

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

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

WHEREAS, Reginald McLean and Genevieve McLean, being the registered owners of Plan 2938RS, Block 10, Lots 5 & 6, have requested that the subdivision be cancelled and have the lots consolidated into one, and

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

1. That Subdivision Plan 2938RS, Block 10, Lots 5 & 6, as outlined in Schedule “A” hereto attached, are hereby cancelled in full and shall be consolidated as Lot 17.

READ a first time this ___ day of _____, 2015.

READ a second time this ___ day of _____, 2015.

READ a third time and finally passed this ___ day of _____, 2015.

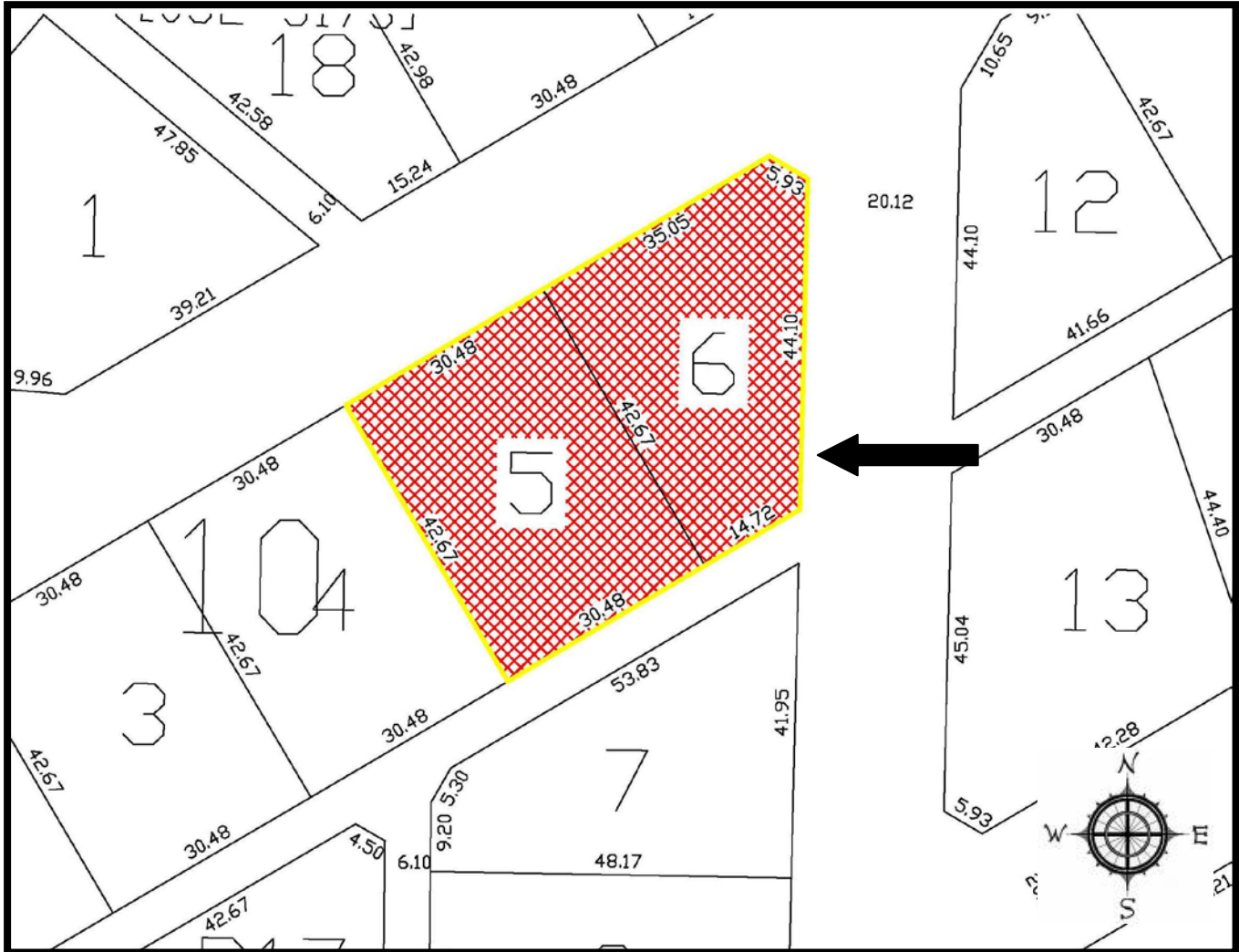
Bill Neufeld
Reeve

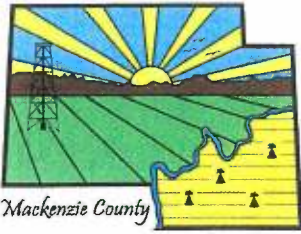
Joulia Whittleton
Chief Administrative Officer

BYLAW NO. 1002-15

SCHEDULE "A"

1. That Subdivision Plan 2938RS, Block 10, Lots 5 & 6, (5203-48th Ave & 4701-52nd Street) located in Fort Vermilion, are hereby cancelled in full and shall be consolidated as Lot 17.





LAND USE BYLAW AMENDMENT APPLICATION

APPLICATION NO. _____

COMPLETE IF DIFFERENT FROM APPLICANT

NAME OF APPLICANT <i>Reggie Mclean</i>		
ADDRESS <i>Box 261</i>		
TOWN <i>Ford Vermilion</i>		
POSTAL CODE	PHONE (RES.)	BUS.

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

LEGAL DESCRIPTION OF THE LAND AFFECTED BY THE PROPOSED AMENDMENT

QTR./LS.	SEC.	TWP.	RANGE	M.	OR	PLAN <i>2938 RS</i>	BLK	LOT
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LAND USE CLASSIFICATION AMENDMENT PROPOSED:

FROM: _____ TO: _____

REASONS SUPPORTING PROPOSED AMENDMENT:

Plan Cancellation + Consolidation
One lot is too small for development.

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

RECEIPT NO. _____

Reggie Mclean
APPLICANT

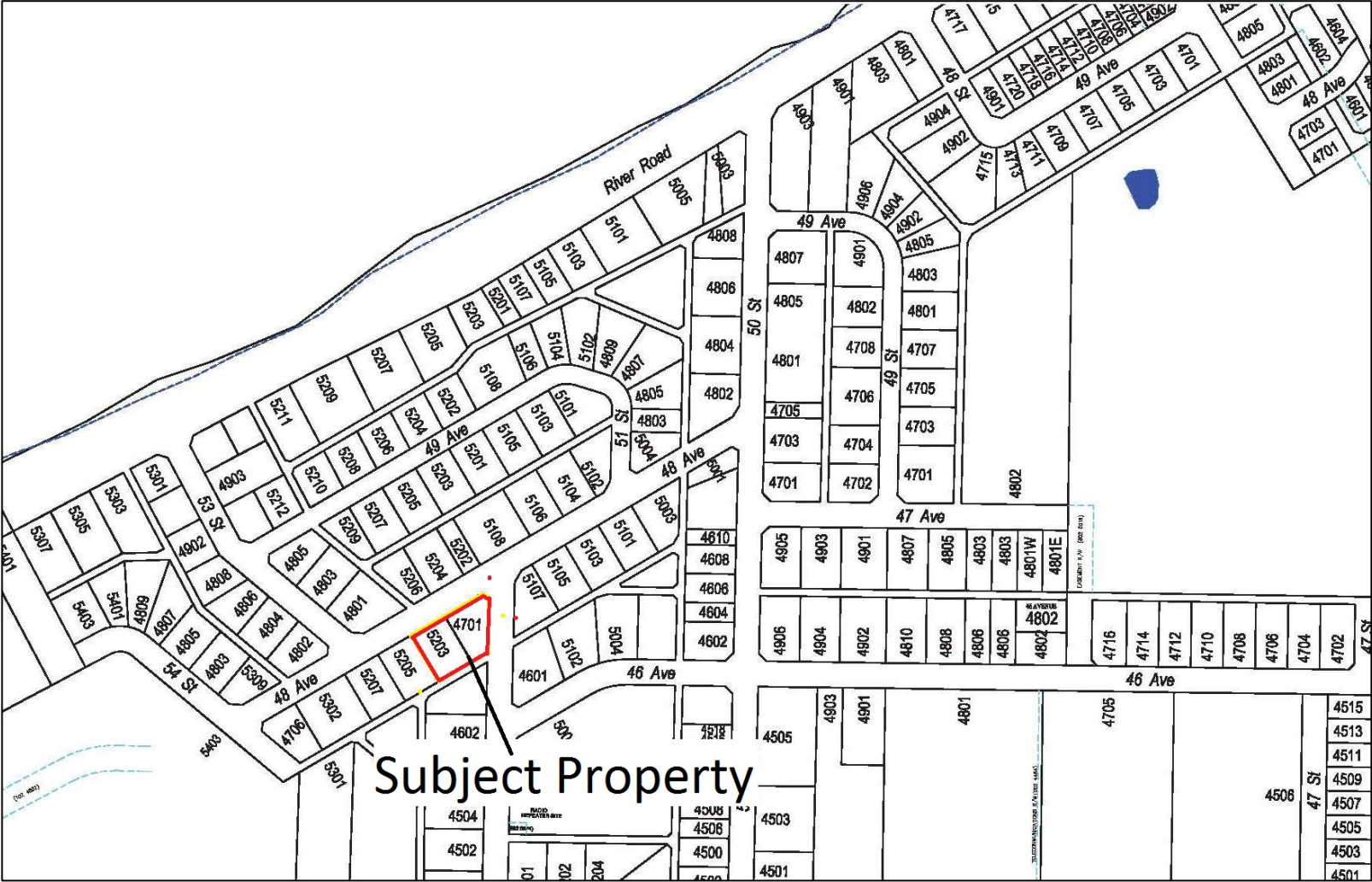
July 18/15
DATE

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

Reggie Mclean
REGISTERED OWNER

DATE

BYLAW AMENDMENT APPLICATION



Subject Property

File No. Bylaw 1002-15

NOT TO SCALE

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Mackenzie County



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	August 26, 2015
Presented By:	Byron Peters, Director of Planning & Development
Title:	Bylaw 1003-15 Land Use Bylaw Amendment to Rezone Plan 042 2403, Block 1, Lot 1 (Pt. of SW 30-104-14-W5M) from Agricultural “A” to Public Institutional “P” (Buffalo Head Hills Area)

BACKGROUND / PROPOSAL:

Mackenzie County has received a request to rezone Plan 042 2403, Block 1, Lot 1 (Pt. of SW 30-104-14-W5M) from Agricultural “A” to Public/Institutional District “P”. This is so that the existing and future uses comply with the appropriate zoning.

In 2004, the Buffalo Head Mennonite School Society was granted a subdivision from a quarter section of land in the Buffalo Head area for the purpose of developing a school. At that time, this use was allowed under the Agricultural District.

Recently, the School came in to apply for a development permit to add a portable classroom unit. Upon review, the applicants were informed that the use was no longer allowed under the current zoning and that should they wish to proceed they would have to rezone.

The applicants understood the reasoning and have applied to rezone the parcel.

Bylaw 1003-15 was presented to the Municipal Planning Commission at their August 6, 2015 meeting and the following motion was made:

Author: L. Lambert **Reviewed by:** BP **CAO** JW

MPC-15-08-138 **MOVED** by Jacquie Bateman

That the Municipal Planning Commission's recommendation to Council is for the approval of Bylaw 99x-15 being a Land Use Bylaw amendment to rezone Plan 042 2403, Lot 1 (Pt. of SW 30-104-14-W5M) from Agricultural "A" to Public/Institutional District "P" for the purpose of complying with the Land Use Bylaw.

OPTIONS & BENEFITS:

The Planning and Development Department supports this rezoning request as the school is non-compliant since use is no longer permitted under the Agricultural district. The Development Authority cannot approve a development permit for any future development if the zoning remains as is. Therefore, it is the best interest of the school to be rezoned as Public/Institutional.

OPTIONS

Option 1

That first reading be approved for Bylaw 1003-15 being a Land Use Bylaw amendment to rezone Plan 042 2403, Lot 1 (Pt. of SW 30-104-14-W5M) from Agricultural "A" to Public/Institutional District "P" for the purpose of complying with the Land Use Bylaw, subject to a public hearing.

Option 2

That first reading be refused for Bylaw 1003-15 being a Land Use Bylaw amendment to rezone Plan 042 2403, Lot 1 (Pt. of SW 30-104-14-W5M) from Agricultural "A" to Public/Institutional District "P" for the purpose of complying with the Land Use Bylaw.

COSTS & SOURCE OF FUNDING:

All costs will be borne by the applicant.

SUSTAINABILITY PLAN:

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

Author: L. Lambert **Reviewed by:** BP **CAO** JW

COMMUNICATION:

The bylaw amendment will be advertised as per MGA requirements; this includes all adjacent landowners and the local papers.

RECOMMENDED ACTION:

MOTION

Option 1

That first reading be approved for Bylaw 1003-15 being a Land Use Bylaw amendment to rezone Plan 042 2403, Lot 1 (Pt. of SW 30-104-14-W5M) from Agricultural “A” to Public/Institutional District “P” for the purpose of complying with the Land Use Bylaw, subject to a public hearing.

- Simple Majority Requires 2/3 Requires Unanimous

Author: L. Lambert Reviewed by: BP CAO JW

BYLAW NO. 1003-15
BEING A BYLAW OF
MACKENZIE COUNTY
IN THE PROVINCE OF ALBERTA

TO AMEND THE
MACKENZIE COUNTY LAND USE BYLAW

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

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

WHEREAS, the Council of Mackenzie County, in the Province of Alberta, has deemed it desirable to amend the Mackenzie County Land Use Bylaw to ensure compliance of an existing development.

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

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

Plan 042 2403, Block 1, Lot 1

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

READ a first time this ____ day of _____, 2015.

READ a second time this ____ day of _____, 2015.

READ a third time and finally passed this ____ day of _____, 2015.

Bill Neufeld
Reeve

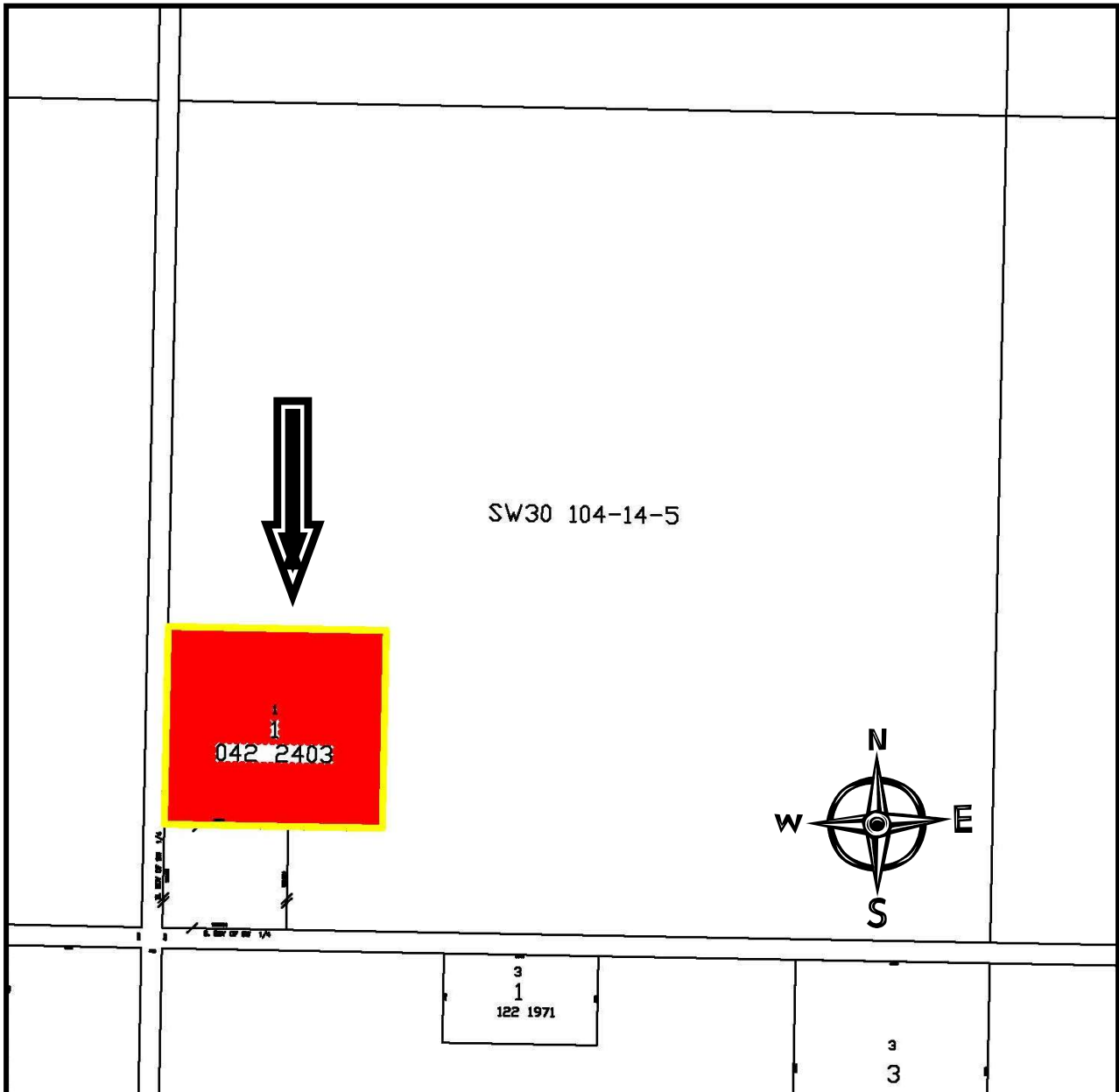
Joulia Whittleton
Chief Administrative Officer

BYLAW No. 1003-15

SCHEDULE "A"

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

Plan 042 2403, Block 1, Lot 1 within Mackenzie County; be rezoned from Agricultural "A" to Public/Institutional District "P"



FROM: Agricultural "A"

TO: Public/Institutional District "P"



LAND USE BYLAW AMENDMENT APPLICATION

APPLICATION NO. _____

NAME OF APPLICANT <i>Buffalo Head Mennonite School</i>		
ADDRESS <i>Box 38</i>		
TOWN La Crete <i>Buffalo Head Prairie</i>		
POSTAL CODE <i>T0H 4A0</i>	PHONE (RES.) <i>780 926 0756</i>	BUS. <i>780 541 8778</i>

COMPLETE IF DIFFERENT FROM APPLICANT NAME OF REGISTER OWNER		
ADDRESS		
TOWN		
POSTAL CODE	PHONE (RES.)	BUS.

LEGAL DESCRIPTION OF THE LAND AFFECTED BY THE PROPOSED AMENDMENT

QTR./LS. <i>SW</i>	SEC. <i>30</i>	TWP. <i>104</i>	RANGE <i>14</i>	M. <i>5</i>	OR	PLAN <i>042 2403</i>	BLK. <i>1</i>	LOT
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LAND USE CLASSIFICATION AMENDMENT PROPOSED:

FROM: *Agricultural "A"* TO: *Public Institutional "P"*

REASONS SUPPORTING PROPOSED AMENDMENT:

for a used portable school on a existing acreage

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

RECEIPT NO. _____

APPLICANT _____

DATE *July 21 / 15*

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

REGISTERED OWNER _____

DATE *July 21 / 15*

BYLAW AMENDMENT APPLICATION



NOT TO SCALE

File No. Bylaw 1003-15

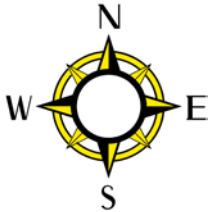
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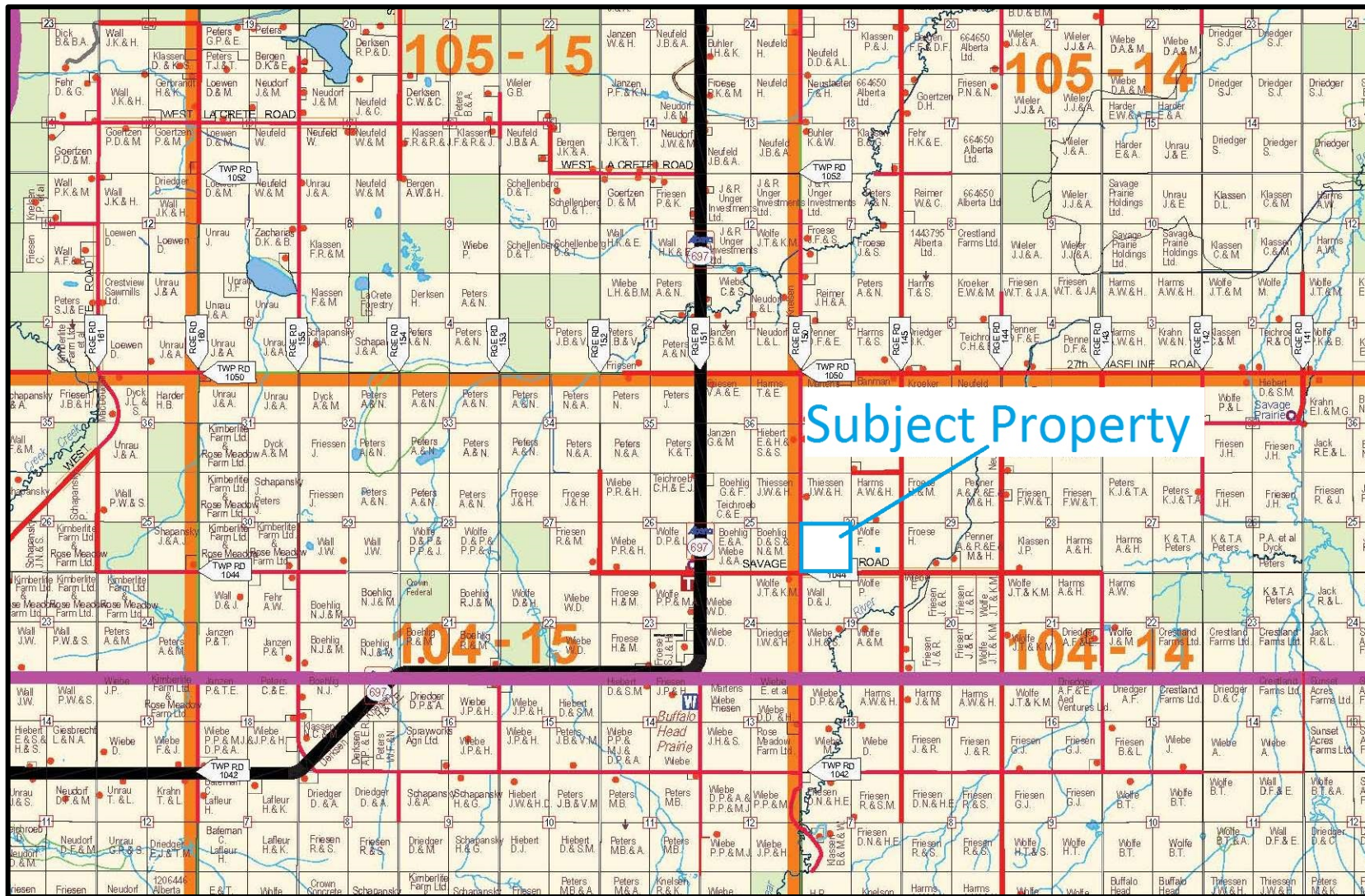
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Mackenzie County



BYLAW AMENDMENT APPLICATION



File No. Bylaw 1003-15

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Mackenzie County



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	August 26, 2015
Presented By:	Byron Peters, Director of Planning and Development
Title:	Airports Update - PAPI lights and GPS approaches

BACKGROUND / PROPOSAL:

Despite the recent investments into our airports there are constructed assets that are currently unutilized (PAPI lights), and other assets that need to be maintained (GNSS/GPS approach). Administration, historically and currently, has very little expertise regarding airports, procedures, registrations and certifications. That said, in the past couple of months administration has invested considerable time to try and learn more about airports and to figure out why we still have unutilized infrastructure.

After the airport upgrades the County hired a consultant to create non-precision GPS approaches for the runways at both La Crete and Fort Vermilion. This requires no physical asset, but rather the calculation and verification of digital coordinates that can be input into modern aircraft navigation equipment. This is a digital instrument aid that significantly increases airplane safety as they come in to land. The GPS approaches require an annual desktop review (paperwork), and a re-calculation and flight check every four years. It is currently four years since the GPS approaches were created, which means that a flight check, calculations and full submittal are required. We have gotten to the point where we have a consultant in place to complete this work for us, and he has also explained many other items to us in the process. The challenge for administration was that there was no record of engaging the original consultant, no copies of the paperwork he submitted on our behalf, or any other documentation that we could find in house to verify that we had even initiated the process. The consultant was also somewhat difficult to work with as it took several months before they provided copies of documentation, and answers to questions were always very short.

The GPS approaches also tie in well with the PAPI (Precision Approach Pathway Indicator) lights. These were installed during the airport upgrades at each location, but have never been utilized due to conflicting information and being told that obstacles

Author: B Peters Reviewed By: _____ CAO JW

exist. Administration recently had a survey completed to verify location of obstacles, and supplied this information to our new consultant that is re-certifying our GPS approaches. He immediately commented that there are several inconsistencies between what we are being told are obstacles and what should be obstacles based on our runways being registered as Code 2 for the GPS approaches. Administration is hopeful that many of the obstacles that we were told are a problem will go away simply by using Code 2 regulations rather than Code 3, and changing the approach angle of the PAPI's (if required, from 2.5% to up to 3.33%). The runways meet the Code 3 size requirements, but there is no requirement to register them as Code 3 instead of Code 2, and Code 2 has more accommodating rules.

The road at the east end of the La Crete runway is an issue, and to resolve it, it will need to be physical barricaded/removed, or the runway lines will need to be repainted and the registered runway length shortened substantially. Details regarding this issue will be provided in the coming months as we continue to work through everything along with our consultant.

Additionally, in the coming months, administration desires to have a discussion with Council regarding airports, level of service to be provided, future ambitions for the airports, etc., in order to ensure that the proper policies and procedures are implemented at this time to ensure that the airports can fulfill the future vision.

OPTIONS & BENEFITS:

There are many, but not applicable for this RFD.

COSTS & SOURCE OF FUNDING:

Administration was previously asked what the cost was to install the PAPI lights. A breakdown was not found in our contract documents (it was lumped into the electrical component), but a consultant did mention a rough cost of \$30,000 per airport when discussing our PAPI lights recently.

In order to maintain the GPS approaches there is an annual cost of \$1000 for a consultant to monitor them on our behalf. Every four years there will be a \$25,000 to \$30,000 expense to recertify the approaches. Removal of any obstacles will be an additional expense.

Funds for the work to be completed this year will come from the carried forward Airport Development budget.

Author: BP Reviewed By: CAO JW

SUSTAINABILITY PLAN:

Goal E7 of the sustainability plan refers to air passenger service in the County and the need to provide safe, all weather airports.

COMMUNICATION:

As required.

RECOMMENDED ACTION:

That the airports update be received for information.

Author: BP Reviewed By: CAO JW



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	August 26, 2015
Presented By:	Bryon Peters, Director of Planning & Development
Title:	Surveyor Cost Sharing request for Plan 5999CL, Lot E (Fort Vermilion)

BACKGROUND / PROPOSAL:

Mackenzie County has received a cost sharing request from Ms. Audrey Randle to resolve an issue of property lines and possibly misplaced pins.

In 2008, Ms. Randle purchased a lot within Fort Vermilion and applied for permits to relocate her mobile home to this lot. Planning administration granted her a permit for Plan 5999CL, Lot E as this was a permitted use since it was a vacant lot with an existing road ending at just past the north property line. The road plan did not go past the end of lot E. According to County records, there had never been a permit issued for this lot; it met all Land Use Bylaw regulations. (Development Permit 248-DP-08)

In 2014 when Knelsen’s Sand and Gravel were reviewing and updating their future gravel site plans, it was noted on an aerial photo that there was a mobile home situated on their land. Knelsen contacted the County asking about this trailer. The County was able to verify that the mobile home which was supposed to be located on Plan 5999CL, Lot E was indeed Ms. Randle’s home. Ms. Randle was informed of this problem and advised to sit down and discuss her options with Knelsen’s as how to rectify this issue.

The Planning Staff has had several discussions with Ms. Randle on how to correct this issue without physically moving the mobile home and addition. A solution had been accepted by Ms. Randle and Knelsen’s where Knelsen’s essentially gives Ms. Randle the land she is sitting on. In order to do this and still meet the Land Use Bylaw regulations, a new lot will have to be created along with a boundary adjustment. Ms. Randle will end up with two lots. (Schedule # A)

Author: Liane Lambert **Reviewed by:** BP **CAO:** JW

OPTIONS & BENEFITS:

When issuing development permits administration relies on the information that is presented to them by the applicants. It is not up to the Planning Department or the County to locate an individual's property lines prior to development. We assist as much as we can by supplying the applicants with survey drawings and aerial photos if we have them. In 2008, planning staff had just received air-photos (Schedule # D) and we mainly relied on site inspection and the Land file Record. For this piece of land, nothing showed on the air-photo and no previous development permits were found on file, only the original assessment sheet from 1984 stating that there had been a "shack" on site that was 1 ½ story, unlivable, worthless, year built unknown. (Schedule # B) It was therefore deemed as an undeveloped piece of land. Planning staff had no issues granting a permit for Plan 5999CL, Lot E.

Fort Vermilion is an old historical town; in 1902 the settlement was surveyed into large River lots containing several acres each. (Schedule # C) Later after many homes and farms were established on these river lots, the first subdivision was created in 1927, that being Plan 5999CL. Due to the fact that buildings were already established, difficulties can be caused when subdividing afterwards, as is the case with several lots within Fort Vermilion where the houses are too close or encroaching their property lines. It is possible that when new pins were installed, the old pins were not removed.

Considering the age of this subdivision, it is quite possible that there was a confusion of established lines and pins. The Developer at the time "may" have wished for another lot past Lot E and had even gone as far as having pins placed. However, the facts (Alberta Land Titles) show that this did not happen and Lot E was the last lot created.

In order to correct all of this now, property lines need to be established. In addition, creation of a new lot while maintaining the Land Use Bylaw requirements for Hamlet Country Residential District lot are to be met, and the road plan needs to be extended to include the road that was extended past Lot E (Unknown to the Planning department as to who built the road).

In 2014, WSP took a look at this area and agreed that there are some questions as to the extent of survey posts. They also provided the County with a survey quote of around \$13,000+ to complete the subdivision, however this could go higher due to the extensive re-establishing of missing survey monuments. (Schedule # E)

Option 1

County cover full cost of deciphering the existing pins/lots issue and reposting/surveying as needed.

Option 2

County cover half the cost of deciphering the existing pins/lots issue and reposting/surveying as needed.

Author: Liane Lambert **Reviewed by:** BP **CAO:** JW

Option 3

Accept for information.

COSTS & SOURCE OF FUNDING:

Costs applicable to the County depend on the option that Council chooses. Total costs begin at \$13,000 and go up depending on the severity of the pin (monument) confusion on site. In order to properly establish the new subdivision, the surveyor must be confident that they are working from correct data in the field. Estimate survey costs at \$1200+ per day for a two person crew.

The Planning Department does have a miscellaneous survey budget with about \$8000 remaining, which could be used to cover (a portion of) the survey costs.

SUSTAINABILITY PLAN:

The sustainability plan does not apply to this situation.

COMMUNICATION:

With affected ratepayers as required.

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

For Discussion.

Author: Liane Lambert Reviewed by: BP CAO: JW

REF To Council

Dear Council:

Within the last two years it has come to my attention that there is a legal land issue with my property located in Fort Vermilion on 31st and River Road. My land Title Plan 5999CL; Lot E was originally created in 1927. This property was part of River Lot 6 and owned by Leon Eauclaire. At this time Eauclaire subdivided Lot E along with seven other properties labeled A-H. William J. Clarke, the first Hudson's Bay Manager, was the original owner to hold title to this Lot E. From my understanding this is when a log home was situated on this property and a homestead was established. Over the years this homestead was vacated by four separate individuals. In 1969, the previous owner, Vivian Mainshood purchased the land and paid taxes on this property for 31 years.

When I purchased the land in 2008, the original house, fence and surveyed property stakes were in place. I was given development permits when I moved on this property which included water, sewer, gas and power. I then relocated my pre-existing mobile home on this property. I renovated and painstakingly landscaped the yard from overgrown bush to a very well maintained and manicured lawn. This cost took up my entire life savings.

Hearing this devastated me, I truly believed that where I had placed my home was my land. I had searched and located what I thought and was told were my property pins. Please understand that my lot is the very last lot in the plan, there are no other lots after mine, and therefore; I had assumed that the furthest southerly pins were the edge of my property.

In order to make sense of this, I asked for help to try to clarify what had happened and why there seems to be a mix up with the property pins. I contacted Focus Surveyor's to see if they were aware of and to possibly identify and verify that the pins I had located prior to moving my home on site indeed belonged to my Lot.

Last fall the surveyors were out on site and verified that there was an issue with the pins. The land looked like it had been surveyed which showed the original pins. They assumed that it was possibly re-surveyed at one point in time and new pins were put in, however; the old pins were never removed, to make matters worse, the new pins were not put in the proper place.

As per discussions with Knelsen Sand and Gravel, they have stated that according to the arial map **they** are the legal owners of the land where my mobile home is situated. To solve this issue, Knelsen's are willing to transfer over this portion of land to me which is approximately one acre over from the originally boundary. In order to meet all county standards, I would have to complete a subdivision/boundary application creating one new lot and moving another lot over. In my opinion, if I choose not to create an extra lot, the county would lose on land taxes that I will be creating if I subdivide another lot. I would like to go forth and proceed with Knelsen's offer for the land and complete the subdivision!

The quote I received from the surveyors last fall to complete this process is roughly \$5000 to \$10 000. Once all the underlying issues with the pins are detected, a more precise quote can be given. The surveyor has also informed me that the pins he found were the genuine original pins that were first registered and, that legally, in the court of law, the old pins override the new pins! Also, to remove these pins to resurvey and adjust the land boundaries would be an additional cost.

I hope to try and resolve this issue as quietly and peacefully as possible in order to avoid any further inconvenience. With the facts stated, I would like the county to examine the issues at hand and agree to help resolve them. With that said, I do not feel that it should be my sole responsibility and I ask the county for some compassion and consideration to at least waiver the cost of the bounty adjustment, subdivision fees, and help cover the cost of the surveyor.

Yours Truly,

Audrey Randle
Audrey Randle

Owner of Plan 5999CL; Lot E

Box 455
Ft. Vermilion, Alta
7011-1N0

②



Northern property line.

①



96 Northern peg.

4



Southern property line

3

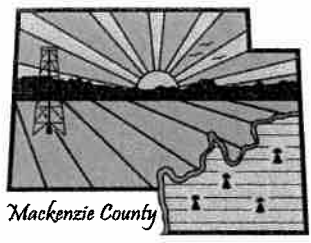


Southern peg

5



~~Existing~~ New Home.



Mackenzie County
 4511-46th Avenue
 P.O Box 640, Fort Vermilion, AB T0H 1N0
 Phone (780) 927-3718 Fax (780) 927-4266

Development Approving Authority

Application No.:	248-DP-08
Legal Description:	Plan 5999CL, Block E
Applicant:	Audrey Randle
Address:	[REDACTED]
Development:	Move on Mobile Home with Additions, Detached Garage, Shed, & Build a New Roof on Mobile Home
DECISION:	APPROVED (See Attached Conditions)

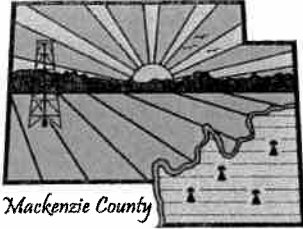
Development Permit

This permit is issued subject to the following conditions:

- (a) That the development or construction shall comply with the conditions of the decision herein contained or attached.
- (b) That the development or construction will be carried out in accordance with the approved plans and application.
- (c) This permit is valid for a period of 12 months from the date of issue or the date of an approved decision of the Subdivision and Development Appeal Board. If at the expiry of this period the development or construction has not been commenced or carried out with reasonable diligence this permit shall be invalid.

Dated October 14, 2008

[REDACTED SIGNATURE]
 Ryan Becker, Director
 Planning & Emergency Services



Mackenzie County
4511-46th Avenue
P.O Box 640, Fort Vermilion, AB T0H 1N0
Phone (780) 927-3718 Fax (780) 927-4266

Development Approving Authority

248-DP-08

CONDITIONS OF APPROVAL

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


1. **Minimum building setbacks:**
 - a. 15.2 meters (50 feet) from 31st street;
 - b. 4.6 meters (15 feet) from side (north & south) property lines;
 - c. 7.6 meters (25 feet from rear (west) property line.
2. The lowest opening of all buildings shall be equal to or higher than the centerline elevation of River Road to raise the building above the 1/100 year flood level.
3. The undercarriage of the mobile home shall be screened from view by skirting or such other means satisfactory to the Development Authority.
4. The architecture, construction materials and appearance of buildings and other structures shall be to accepted standards.
4. This garage is for residential purposes only and no commercial activity is permitted in this building or district.
5. No ancillary building erected/or moved onto the site shall be used as a dwelling.
6. All sewage disposal systems to be in conformance with the Alberta Private Sewage Treatment and Disposal Regulations. (**An open discharge system is NOT allowed.**)
7. PRIOR to installation of a new access or changing location of existing access, complete a Request for Access form by contacting the Road/Maintenance Department for Mackenzie County at 928-3983. Access to be constructed to Mackenzie County standards and at the developers expense.
8. The total site area (lot) shall have a positive surface drainage without adversely affecting the neighbouring properties.

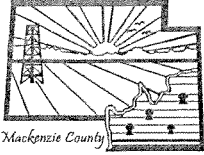
Please note

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

It is the responsibility of the developer to ensure that the proposed development meets the requirements of the Provincial Safety Codes Act. For more information on the necessary Safety Codes Permits, contact the Superior Safety Codes Office at 1-877-882-8777 or the Mackenzie County office at 780-927-3718.

October 14, 2008
Date of Issue of Notice of Decision


Ryan Becker, Director
Planning & Emergency Services



Development Permit Application

APPLICANT INFORMATION

I/We hereby make application under the provisions of the Land Use Bylaw for a Development Permit in accordance with the supporting information submitted which will form part of this application.

I/We understand that this application will not be accepted without the following: (a) appropriate development information
\$25 (residential, farm, public institution)
\$50 (commercial, industrial, home based business)

Name of Applicant	Mailing Address	Postal Code	Phone Number
Audrey Randle	[REDACTED]	T0H-1W0	[REDACTED]

Registered Landowner	Mailing Address	Postal Code	Phone Number
Ju - [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

QTR./L.S.	SEC	TWP	RG	M	PLAN NO.	BLK	LOT	Civic Address
					5999CL	C		4902-95th

Quarter Section
 Hamlet Lot
 Acreage / Size [REDACTED]
 MLL/MSL/TFA [REDACTED]

What is the property currently being used for: Vacant

The proposed development is for: Commercial Industrial Residential Farm Home Occupation Other

Description of proposed development: Move on Mobile Home + New Road + move on

The property is adjacent to a: Street/Avenue Provincial Highway Local (County) Road No Road Garage + shr

Proposed commencement and completion of development: Start Date: ASAP End Date: [REDACTED]

Square footage of development: 14 Length: 72 Width: [REDACTED]

Approximate construction value (if applicable): \$ [REDACTED]

+ 2 additions

DECLARATION

I/We hereby declare that the information on this application is, to the best of my/our knowledge, factual and correct.

Audrey Randle	[REDACTED]	[REDACTED]
Permit Applicant Name (Please print)	Permit Applicant Signature	Date

[REDACTED]	[REDACTED]	[REDACTED]
Land Owner Name (Please print)	Signature of Land Owner	Date

NOTE: The signature of the Registered Land Owner is required if the applicant is not the registered landowner. The signing of this application, by the applicant and/or registered landowner, grants permission for necessary inspections of the property to be conducted by authorized persons of Mackenzie County.

For Administrative Use Only

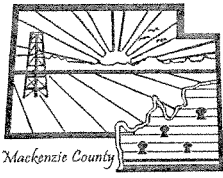
Development Permit Application No: 20857 08 Date Received: [REDACTED] Accepted: [REDACTED]

Land Use Classification: _____ Tax Roll No: _____

Proposed Use of land or Building: _____

Development Application Fee Enclosed: Yes No Amount \$ _____ Receipt No: _____

La Crete Office: P.O. Box 1690 La Crete AB T0H 2H0 Phone: (780) 928-3983 Fax: (780) 928-3636
Email: mkrahn@mackenziecounty.com, rbecker@mackenziecounty.com
Fort Vermilion Office: P.O. Box 640 Fort Vermilion AB T0H 1N0 Phone: (780) 927-3718 Fax: (780) 927-4266
Email: flambert@mackenziecounty.com



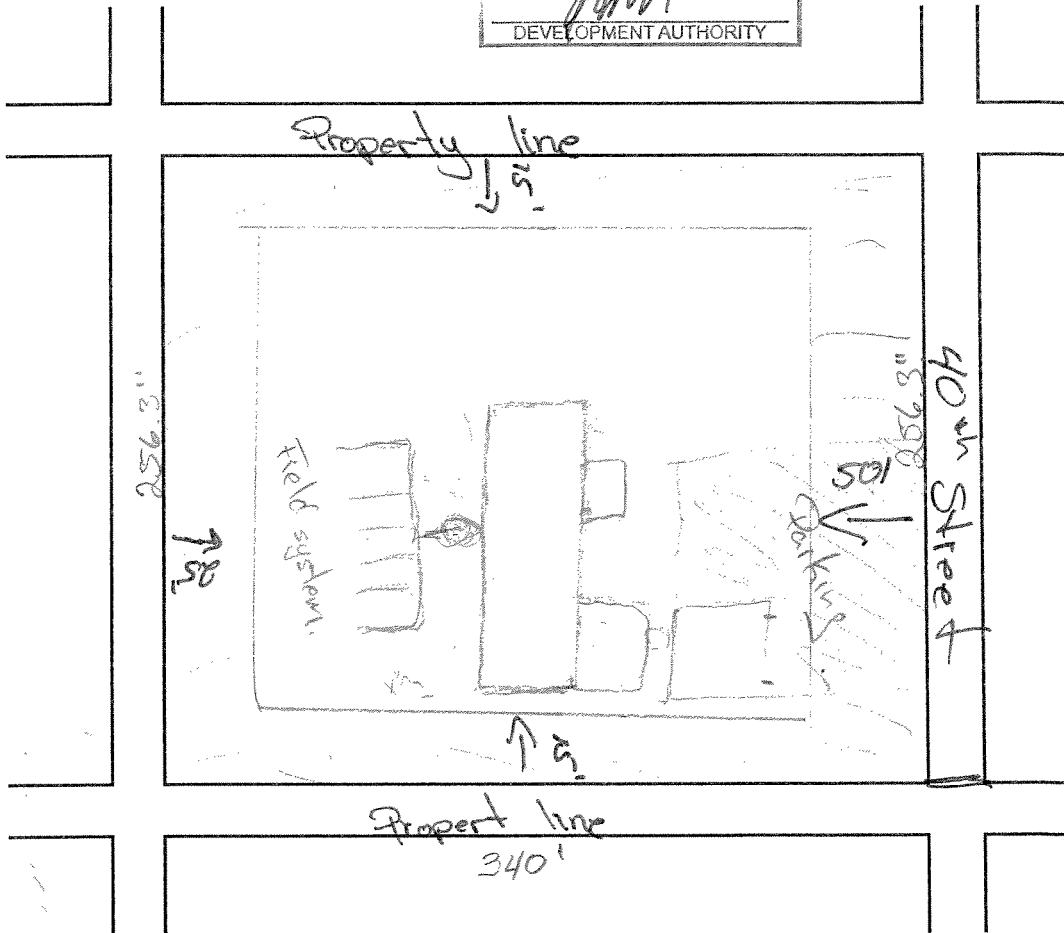
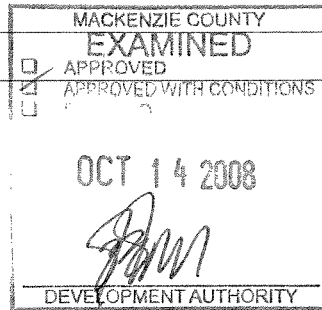
Development Permit Application

SITE PLAN

QTR./L.S.	SEC	TWP	RG	M	PLAN NO.	BLK.	LOT	Size of Parcel
					or 5999CL	E		ac. ha.

Date of site plan: _____

Remarks: _____



Information Checklist for site plan

- | | |
|--|---|
| ___ location/distance of existing buildings from property lines | ___ location/distance of proposed buildings from property lines |
| ___ location of access/driveway, and distance from intersections | ___ ravines, creeks, lakes, sloughs, and any other water bodies |
| ___ location of shelterbelts and/or treed areas | ___ location of road(s), road allowances |
| ___ location of parking and loading areas | ___ length and width of property |

ALL PERSONS SIGNING THIS DOCUMENT ARE ADVISED TO READ IT AND SEEK LEGAL ADVICE PRIOR TO SIGNING IT

Page A of 2

TO: Charles Frank Mainhood
(to the Seller of "the Property" described as follows)

4802 River Road, Fort Vermilion, Alberta T0H 1N0
(fill in street number)

Plan 599CL Block B
(plan, block, lot) (section, township, range, meridian) (Subject to reservations and exceptions appearing in the coloring Certificate of Title)

(if mobile home, include C.S.A. make, make, model & serial number)
I hereby offer to purchase the above described property as it stands for the sum of \$ 14,862.50 plus \$271.56 GST and the purchase price is to be paid in the following manner:

- 1. I hereby offer to purchase the above described property as it stands for the sum of \$ 14,862.50 plus \$271.56 GST and the purchase price is to be paid in the following manner:
 - a. \$ _____ Deposit. The deposit shall be held in trust for both the Seller and the Buyer and the deposit shall be dealt with in accordance with the terms of the agreement and will be paid to the trust account of the agent/broker for the Buyer upon acceptance.
 - b. \$ _____ (more or less) paid only by Seller's trust cheque or bank draft delivered to the Seller's lawyer on or before possession date.
 - c. \$ _____ (more or less) by the assumption of the existing (first) mortgage (agreement for sale) payable to _____ and which has monthly payments (and including taxes of \$ _____ interest on the mortgage is _____ % per annum calculated half yearly, see in exhibit).
 - d. \$ _____ by a new mortgage to be arranged by the Buyer at the Buyer's expense (called the "New Mortgage").

2. This offer is subject to the following conditions precedent for the benefit of the Buyer. Any one of the said conditions may be waived by the Buyer by written notice, or by signed written confirmation, to the Seller or their Agent on or before the expiry date for the satisfaction of the condition:

- a. The Buyer obtaining mortgage financing from _____ on or before the _____ day of _____, 2008, at an interest rate not to exceed _____ % The Buyer shall deliver to the Seller or to the Agent written notice that the mortgage approval has or has not been obtained by the said date, with the terms as stated above and
- b. The assumption of the existing mortgage to the acceptance of the mortgage of the said assumption by the Buyer.
- c. The _____ supplying a copy of the Land Property Report a Compliance Certificate by the Municipality of _____ stating that the location of the buildings and location of other improvements on the property Alberta and also that the buildings and other improvements on the property do not encroach upon any easement or utility right of way on the property or upon lands adjacent to the property.

3. Subject to the terms hereof being complied with, possession of the Property shall be available for the Buyer as soon as _____, 2008, which is called (POSSESSION DATE).

4. All money owing to the Seller shall be paid to the Seller's lawyer on or before POSSESSION DATE. If the Seller agrees to accept money after the possession date, the Buyer shall pay interest at the rate of 3% per annum above the current Bank of Canada rate on any money owing to the Seller at possession date, from date of possession until the purchase monies have been released to the Seller's solicitor.

5. a. All normal outgoings for the property including but not limited to municipal utility charges, taxes and sewage deposits, and interest shall be adjusted as at 12:00 A.M. on September 30, 2008 ("Possession Date").
b. All taxes shall be adjusted as at 12:01 A.M. September 30, 2008.

6. The Property on possession date shall be vacant and free of all tenancies except _____

7. The purchase price shall include all permanent fixtures and the specific chattels presently located on the Property. The fixtures and Specific Chattels shall be free and clear of any encumbrances and shall be in the same condition at possession date as at the date of Offer, subject to normal wear and tear. The Specific Chattels are: _____

8. The Property shall be free and clear of any financial encumbrances except any financial encumbrances specifically permitted in this contract. The Property may be subject to non-financial encumbrances (if any) now or hereafter such as easements, utility rights of way, covenants and conditions that are not lawfully found registered against property of the Buyer and which do not affect the marketability of the property.

9. The Seller shall pay and discharge any financial encumbrances which are not by this contract specifically assumed by the Buyer. The Seller's solicitor shall be permitted to pay and discharge any such encumbrance from the sale proceeds. The specific financial encumbrances to be assumed by the Buyer are: _____

10. If the Buyer is assuming a Mortgage/Agreement for Sale, the Seller's solicitor is permitted to pay any payments due at possession date.

00/29/2008 13:19 FAX 780 441 4049
SEP-23-2008 01:27PM FROM-PIONEER DRUGS FT VERMILION R MAX GOLD

11808614000

17061 2-0001/006 010

- 10. The Buyer agrees to assume all local development responsibilities on this Property.
- 11. The agreement for sale or the transfer of land in registered form shall be prepared at the expense of the Seller and delivered (together with the Duplicate Certificate of Title, if required) to the Buyer's lawyer within a reasonable time prior to the Possession Date. In the event the Seller does not provide the Transfer of Land to the Buyer or his lawyer in sufficient time to register prior to the Possession Date, then the Buyer shall not be obliged to pay any interest to the Seller on that portion of the cash to close attributable to the Buyer's own funds (and not mortgages) provided those funds are paid to the Seller's lawyer, until the Buyer has a reasonable time in which to register the Transfer of Land. If a New Mortgage is a condition of this contract, the Seller agrees to allow the Buyer's lawyer to register the transfer of title to obtain the advance of mortgage funds on the New Mortgage PROVIDED THAT the Buyer's lawyer complies with reasonable time conditions imposed by the Seller's lawyer until the Seller has been paid the cash purchase price. The Buyer shall pay the expense of the New Mortgage. The Seller's lawyer has the right to proceed for the expense of the Buyer on any mortgage between the Seller and the Buyer.
- 12. All buildings and chattels included in the sale will remain at the risk of the Seller until POSSESSION DATE, and all insurance policies and the proceeds thereof will be held in trust for the period of this contract until they expire.
- 13. The Seller represents and warrants to the Buyer that:
 - a. The Property is not insulated with Urea Formaldehyde Foam;
 - b. within the meaning of the Income Tax Act of Canada, he is not now a non-resident of Canada nor is he an agent or a trustee for any person with any interest in the Property who is a non-resident of Canada;
 The representations and warranties in this section shall survive the completion of the purchase and sale.
- 14. The Deposit shall be forthwith refunded to the Buyer without deduction and without interest if:
 - (a) my offer is not accepted, or (b) a condition is not satisfied, or (c) the Seller fails to perform this contract;
 However, if the Offer is accepted and all conditions are satisfied and I then fail to perform this contract, the Deposit shall be subsequently forfeited on account of liquidated damages and the Seller may also take such other remedies against the Buyer as the Seller has at law.

15. THE BUYER HAS INSPECTED THE PROPERTY AND AGREES THAT NEITHER THE SELLER NOR THE AGENT HAS MADE ANY REPRESENTATION, WARRANTY, COLLATERAL AGREEMENT OR CONDITION REGARDING THE PROPERTY, AND ACCEPTS THE LANDS AND PREMISES ON AN "AS IS" BASIS. THERE IS NO REPRESENTATION OR WARRANTY AS TO THE CONDITION OR FITNESS OF ANY ADJACENT LANDS OR LANDS IN CLOSE PROXIMITY TO THE PROPERTY OR OTHERWISE WHICH MAY IN ANY WAY DIRECTLY OR INDIRECTLY AFFECT THE PROPERTY OR REGARDING THIS CONTRACT OTHER THAN WHAT IS WRITTEN IN THIS CONTRACT. anyway

16. This offer shall be open for acceptance as written until 11 o'clock a.m. on Sept. 23, 2008

17. Time shall be of the essence in this contract.

18. In this contract the masculine gender and the singular shall be construed as the feminine gender and the plural where the context so requires. This contract shall survive the death of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

SIGNED AND DATED at Fort Vermilion, Alberta on 11 o'clock a.m. on Sept. 23, 2008

 Signature of Witness of Buyer

 Signature of Buyer

 Signature of Co-Buyer

Part B - Acceptance

I, the undersigned Seller of the Property, hereby accept the above Offer and agree to complete the sale on the terms and conditions in the Offer and should I fail to do so, the Buyer at his option may cancel this contract and withdraw his deposit and the Buyer may take such other remedies the Buyer has at law.

I further acknowledge that in the event that the Buyer is using the Mortgage/Agreement for Sale, I may still be liable pursuant to the terms of the Mortgage/Agreement for Sale.

SIGNED AND DATED at Edmonton, Alberta on 11 o'clock a.m. on Sept. 23, 2008

 Signature of Witness of Seller

 Signature of Co-Seller

Buyer's PARTICULARS

Audrey Randle
 Full name of Buyer printed

 Address of Buyer
Box 1158, High Level, AB T8O-926-3373
 Buyer's Lawyer
Mathieu Hryniuk LLP
 Telephone
Fax 780-926-4750

Full name of Co-Buyer printed

 (Phone) (bus) _____ (cell) _____
 Address of Co-Buyer

 Law Firm

 Telephone

Seller's PARTICULARS

Charles Frank Minto
 Full name of Seller printed

 (Phone) (bus) _____ (cell) _____
 Address of Seller

 Seller's Lawyer
Max Gold LLP
 Telephone
PH: 780-441-4012
fax: 780-441-4049

Full name of Co-Seller printed

 (Phone) (bus) _____ (cell) _____
 Address of Co-Seller

 Law Firm

 Telephone

Attachment # A 2012 Airphoto



Lot E will be reduced to 1 acre, blue dotted line is the original south boundary of lot E, red line represent new 2.5 ac lot with MH meeting setbacks.

Red line shows required extension to road plan.



2171 EU

LOT H

LOT A

LOT F

LOT B
5999 CL

LOT C

LOT D

LOT E

ROAD

107

02 1009



Knelsen Sand and Gravel Ltd.

Map and Image Showing

Pit Development Plan

within
 "Scarfe Site"
 Approval: 002-182277
 +/- 29.53 ha within
 Lot 5&6, Range 2 and Lot B
 Plan 812 0388
 Fort Vermillion Settlement

Legend

- Additions to Registration
- Revised Lot Boundary
- Current Registration Boundary

Specifications	Imagery
DATUM: NAD83	SEPTEMBER 30, 2012
PROJECTION: UTM	
ZONE: 11N	
SCALE: 1:5000	

Site Conditions as per measurements taken November 1, 2013



Assessment Form
MUNICIPALITY

① 94 ② SERIAL No. 0769684 ③ ID 023

Owner: MAINHOOD, VIVIAN Address: EDMONTON
 Purchaser: Lessee Licensee Permittee Address
 Subdivision: Ft. Vermilion Plan: 5999 C.L. Blk. E Lot Size: 2.00
 Undivided 1/4 Sec. Twp. Rge. Mer. Acres: 2.00
 RANGE 2 Pt RLB (108 12 5)
 Building Type: Shack Year Built: Additions: LAND USE CODE: VN

ROOF TYPE	ROOF FINISH	EXTERIOR FINISH	FRAMING	BASEMENT	FOUNDATION	HEATING
Gable ✓	Wood Shgle.	Wd. Siding	Wood ✓	Full	Conc.	Steam
Hip	Comp. Shgle.	Stucco	Masonry	Part	Rein. Conc.	Hot Water
Flat	Rolled Roofing	Facing	Brk. Wood	Dugout	Rk. & Mortar	Forced Air
Gam.	Built-up	Brick	Brk. Conc.	Joists	Conc. Blk.	Gravity
Shed	Asb. Shgle.	Conc. Blk.	Brk. Steel	Finish Area	Wood Sills ✓	Fir. Furn.
Bow Truss			Rein. Conc.		Wood Lift	Wall Furn.
O'Hang 30E		Paint	Steel		Brick	Stoves ✓
		Wall Height	Spans			

UTILITIES	PLUMBING	Bsm't	1st Flr.	Upper	WALLS	Bsm't	1st Flr.	Upper	FLOORS	Bsm't	1st Flr.	Upper	TRIM	Bsm't	1st Flr.	Upper
Old Wiring	K. Sink				Plstrd.				Hardwd.				Hrdwood			
Modern Wiring ✓	Toilet				Gyp. Bd.				Fir				Fir			
Water	B. Tub				D. Conna				Tile				Metal			
Gas	Basins				Plywood				Yard Goods				Nil			
San. Sewer	H.W.T.				Wd. Lining		✓		Brd. Loom				Doors			
Stm. Sewer	Showers				Ceil. Height				Plywood							
Weeping Tile	L. Tub				Rooms				Conc.				Windows			NIL
	Urinals				Paint											

CUPBDS & CLOSETS	FIREPLACE	DEPRECIATION	1	2	3	4	MISC.
Hall	False	Estimated Life					I. Rails
Clothes	Brick	Chron. Age					Planter
Vanity	Other	Eff. Age (phy. funct.)					Dishwasher
Kitchen	Width	% REMAINING	1	2	3	4	Ex. Fans
China Cabinet	Height	Phy. Funct. % Rem.					Air Cond.
	No. Fire Boxes	Mult. by econ. % rem.					Vacuum System
		TOTAL % REM.					Intercom

Unliveable
worthless
1 1/2 storey.

CONSTRUCTION CONDITION	E	G	F	P	Unfin

DIMENSIONS	PERIM.	CLASS	AREA or CAPACITY	BASIC RATE	BASIC COST	VARIATIONS	TOTAL	% REMAIN	FAIRACTUAL VALUE
5.2 X 5.5		01363	28.60						
+ 2.4 X 3.7		01343	8.88						
+ 2.4 X 4.3		01343	10.32						N/U

VARIATION CALCULATION 25 July 11/84.
 SHAPE (% basic cost)
 %
 CARRIED ABOVE

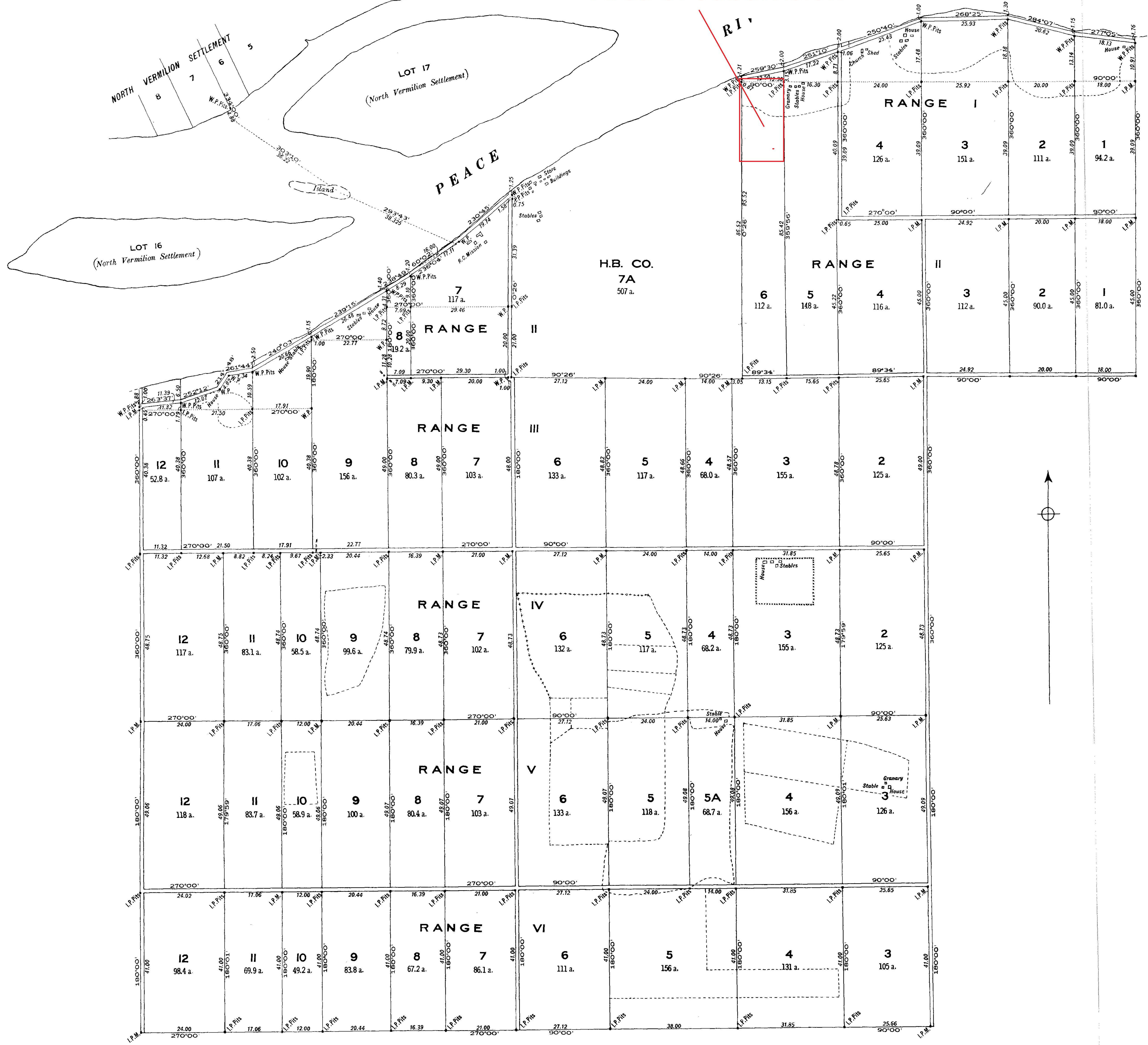
Assessor: [Signature] Date: July/84
 M.A. CRICKSHANK

Schedule # C

PLAN OF FORT VERMILION SETTLEMENT PROVINCE OF ALBERTA

Scale: 20 chains to an inch.

Area of Subdivision



NOTE

Bearings are astronomical, are expressed in degrees and minutes, are referred to the astronomical meridian forming the east boundary of Lot 7 and are derived from astronomical observations taken at the south-east corners of Lots 7 in Ranges 3 and 6.
Distances are in chains and links.
Roads are one chain wide.
Cultivated lands are enclosed by dotted lines.

Compiled from official surveys by
G. A. Bayne D.L.S. 1898
J. B. Saint Cyr D.L.S. 5th. September, 1906

Department of the Interior, Ottawa. 4th. June, 1907

Approved and Confirmed.
Cherville
Surveyor General

Attachment # D

2008 Airphoto



Oldest Airphoto Found by GIS



Attachement # E

From: Metcalfe, Ross
Sent: October-27-14 11:40 AM
To: Metcalfe, Ross
Subject: RE: Subdivision Quote

Liane:



Just an update on this from my end. I had the crew do an inspection of the area and have discovered that there may be some issues with the survey plan for the Randle property. Not sure at this time what happened as we have not completed our computations etc. however I have sent an inquiry to the LTO and to the Director of Surveys regarding some survey posts that we found that do not match with what is shown on the legal plan.

We did this at our own cost for the moment in order to try and discover just what happened.

Hopefully we may be able to get some insight into this issue.

Ross



Ross Metcalfe, ALS
Project Manager

Focus Corporation
3, 8909 96 Street
Peace River, Alberta T8S 1G8 Canada
T +1 780-624-5631
F +1 780-624-3732
C +1 780-618-8253

www.focus.ca
www.wspgroup.com

From: Ross Metcalfe
Sent: January-30-14 2:53 PM
To: Liane Lambert
Subject: RE: Subdivision Quote
Welcome you are.

Ross

From: Liane Lambert [<mailto:llambert@mackenziecounty.com>]
Sent: January-30-14 2:47 PM
To: Ross Metcalfe
Subject: RE: Subdivision Quote
Hi Ross

Yes, I knew this one would be difficult. I do appreciate your efforts very much. I had a feeling it would cost a fair amount and warned Ms. Randle she could be looking to pay up to 10,000.00.

As for the land Transfers, well as long as I have the right legal on the documents, I have done several here at the County without the need of a lawyer. However that may depend on the applicants as Knelsen might want a legal agreement with Ms. Randle in exchange for the land they would be giving her.

And as for the remainder of lot E, I suppose it will stay as Lot E (that zoning district allows lots as small as 1 ac & as large as 2.5 ac) just a smaller version. Knelsen's told her she could keep that lot and do what she wants with it. She has plans to give it to her oldest son.

I hope this answers your questions. Once again Thank You Ross!!

Liane Lambert

From: Ross Metcalfe [<mailto:Ross.Metcalfe@focus.ca>]
Sent: Thursday, January 30, 2014 2:37 PM
To: Liane Lambert
Subject: RE: Subdivision Quote
Liane:

This is a difficult one to estimate as the subdivision plan 5999CL is quite old (surveyed 1923) so the existence of the survey posts that were placed under that survey is in question. Some of the posts

were found during subsequent surveys, the latest being in 1979, which does not show very much. The riverlot line on the west side of the property will need to be confirmed so the new posts can be placed at the NW and the SW corners of the new lot while the east side location of the new lot will be governed by the posts on the east side of current Lot E and the production southerly of that boundary.

The estimated cost for the tentative plan preparation (will need a field crew to locate current improvements) and the final plan of survey (will need a field crew to complete the posting after subdivision approval is received) is \$8000.00 plus gst.

The estimated cost for the field survey to complete the posting of the subdivision and the preparation of the subdivision plan would be \$5000.00 plus gst.

With both of the above estimates, please be aware that extensive re-establishing required due to missing survey monuments may/will the cost to go over the estimate provided.

In both cases a lawyer will need to prepare land transfer(s) and register the plan at LTO. We would assist with the wording etc. in the transfer for the area being transferred.

What will happen with the part of Lot E that will remain?

I hope this is of assistance.

Ross

From: Liane Lambert [<mailto:llambert@mackenziecounty.com>]

Sent: January-28-14 4:24 PM

To: Ross Metcalfe

Subject: RE: Subdivision Quote

I'm sure Ms. Randle would like it to be rectified ASAP, Right now there is no huge hurry, nothing is moving. ☺

As far as I know this will be treated just like any other Subdivision application. I will help Ms. Randle with the application. However it technically should have a tentative plan drafted.

If possible could you provide two quotes? One with a tentative plan, the other without and the County could draft a sketch drawing.....

Cheers,

Liane Lambert

From: Ross Metcalfe [<mailto:Ross.Metcalfe@focus.ca>]

Sent: Tuesday, January 28, 2014 2:08 PM

To: Liane Lambert

Subject: RE: Subdivision Quote

Great to hear that neighbors can agree in this case. I will review in more depth and get back to you with a cost estimate. The lots were posted by the subdivision plan and if they are still in place the cost should be reasonable.

It is unfortunate for Mrs. Randell, but hopefully we can get things resolved with the least cost as possible. What would be the time frame to have a plan registered and are you arranging for the subdivision sketch plan and approval to subdivide the lot and the Riverlot?

Thanks

Ross

From: Liane Lambert [<mailto:llambert@mackenziecounty.com>]

Sent: January-28-14 1:09 PM

To: Ross Metcalfe

Subject: Subdivision Quote

Good Morning Ross

We have an interesting situation here in the Hamlet of Fort Vermilion and think that we have come up with a solution to correct it. However now I need a price quote on the surveying cost to make this issue go away.

Back in 2008, Ms. Randle purchased Plan 5999CL; ; Lot E a nice lovely vacant lot of 2 acres just within the Hamlet Boundary's. She applied for and was approved for a mobile home on Plan 5999CL, Lot E. And proceeded to build her retirement home.

Two years ago, Knelsen Sand & Gravel decided to reopen the old gravel pit within the Hamlet Boundary's, this caused a bit of an uproar with the local residence's, Ms. Randle being the front runner. It cause a bit of a delay in their plans and a zoning change for the gravel pit. This year they are proceeding with the engineering plans and came across a little discovery....Ms. Randle's home (Mobile Home & Addition) are NOT on her land at all, she is on land owned by Knelsens.

During the development of her home she relied on her Brother-in-law for help and guidance, he showed her where he believed her property was, i.e he showed her a pin that he though was the corner of her lot, and felt this was certain as there was a fence there too. :-S

I finally told Ms. Randle of the issue, and of course she was devastated! I gave her different options of what could be done on the planning side that didn't involve moving her home. We just received notice that her and Knelsen's have made an agreement to swap land. As to who will pay for the surveying cost, still to be determined , however we will help in whatever way we can. The agreement is to give her the land she is on, plus a portion of her original lot E. So this will require a boundary adjustment and the creation of a new lot. She wants to maintain 2 acres for herself.

If you could give me a price quote, this will at least give them an idea of what they will be required to pay. The pdf file is what's exactly in place now, the jpeg file is what they are proposing, in addition to that the road right of way will also have to be extended.

Call if you have any questions.

Liane Lambert

Liane C. Lambert | Planner | Mackenzie County

PO Box 640, 4511-46 Ave. | Fort Vermilion | AB | T0H 1N0

Main Line: 780.928.3983 | Fax: 780.928.3636

Toll Free: 1.877.927.0677 | Cell: 780.926.0905

www.mackenziecounty.com



Focus delivers services to its clients through the following operating companies: Focus Corporation, Focus Surveys Limited Partnership (Alberta), Focus Surveys (BC) Limited Partnership, HCS Focus LP, CMS Focus Construction Management Services.

From: [Dave Beck](#)
To: [Joulia Whittleton](#); [Liane Lambert](#); [Byron Peters](#)
Cc: [Jake Wiebe](#); [Joe Hustler](#)
Subject: Audrey Randell
Date: January-28-14 10:12:47 AM
Attachments: [Randell Lot.jpg](#)
[Scarfe - Development Plan.jpg](#)
[FV - Development Plan.jpg](#)

Hi Joulia, Liane and Byron. I want to bring you up to date on our discussions with Audrey. Our operations manager Jake Wiebe and I met with Audrey last week. We went over the issues regarding her lot and gravel pit operations in general. We proposed a potential solution to the issue of her lot that she was in agreement with (see photo entitled Randell Lot).

This would see Audrey's lot shifted to the south and a new vacant lot created between her and the landowner to the north. To compensate for the area lost Knelsen would access gravel to within 5m of the roadway instead of the 20m that is currently being left. We would leave a 20m setback off the west end of the new lot and 10m off the south end.

What is not addressed are the costs of the surveying, registration etc., could be covered by the sale of the vacant lot created? At this point we do not feel it should be Knelsen's responsibility to cover these costs.

We have not discussed this yet with the landowners to the north so please keep this within the County for now but could you review this and let us know if you think this is a workable solution, thanks.

Dave Beck
Knelsen Sand and Gravel Ltd.
780-518-3160

Subdivision Applications

- 2013 subdivisions 23 applications
- 2014 subdivisions 28 applications
- 2015 subdivisions 31 applications

OPTIONS & BENEFITS:

N/A

COSTS & SOURCE OF FUNDING:

N/A

SUSTAINABILITY PLAN:

N/A

COMMUNICATION:

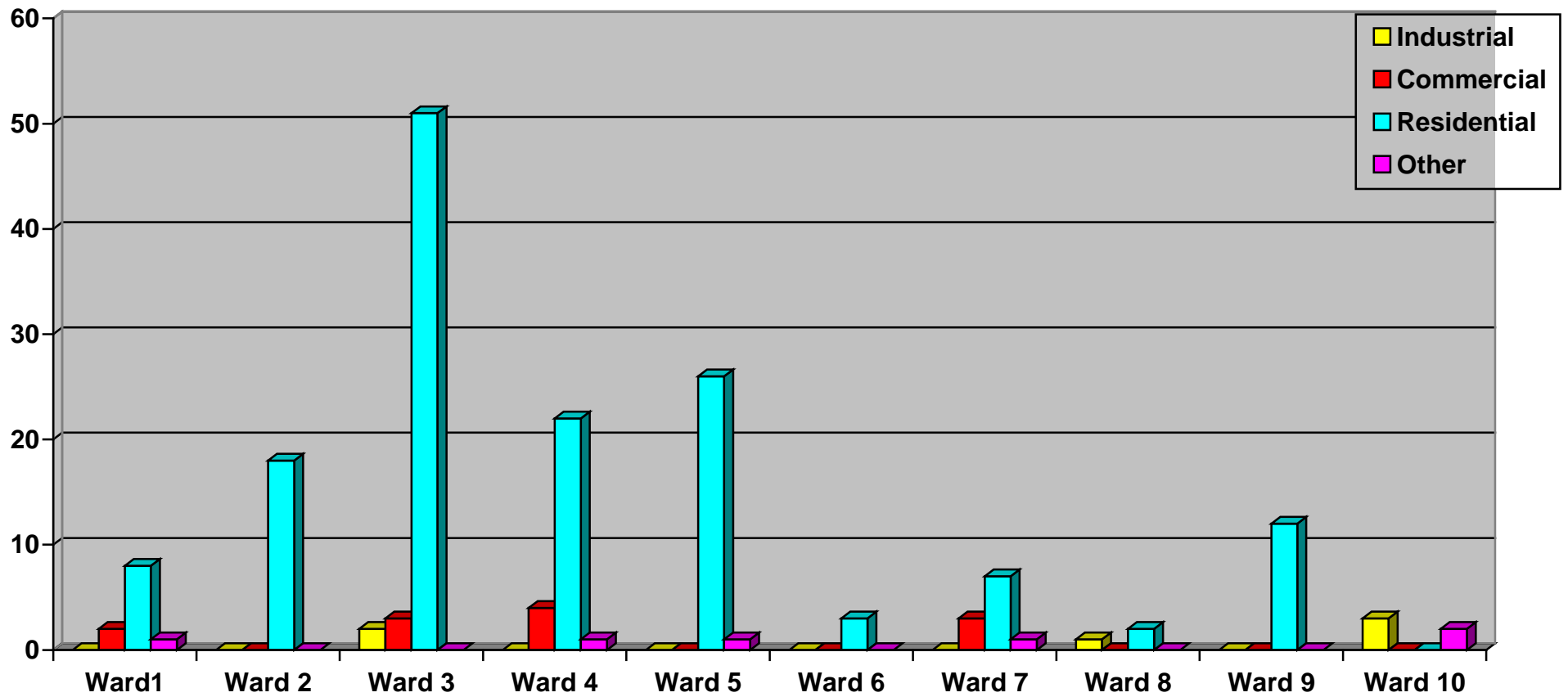
N/A

RECOMMENDED ACTION:

- Simple Majority Requires 2/3 Requires Unanimous

That the development statistics report 2015 January to June be received for information.

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



**Mackenzie County
Development Summary Report
January – June**

2015

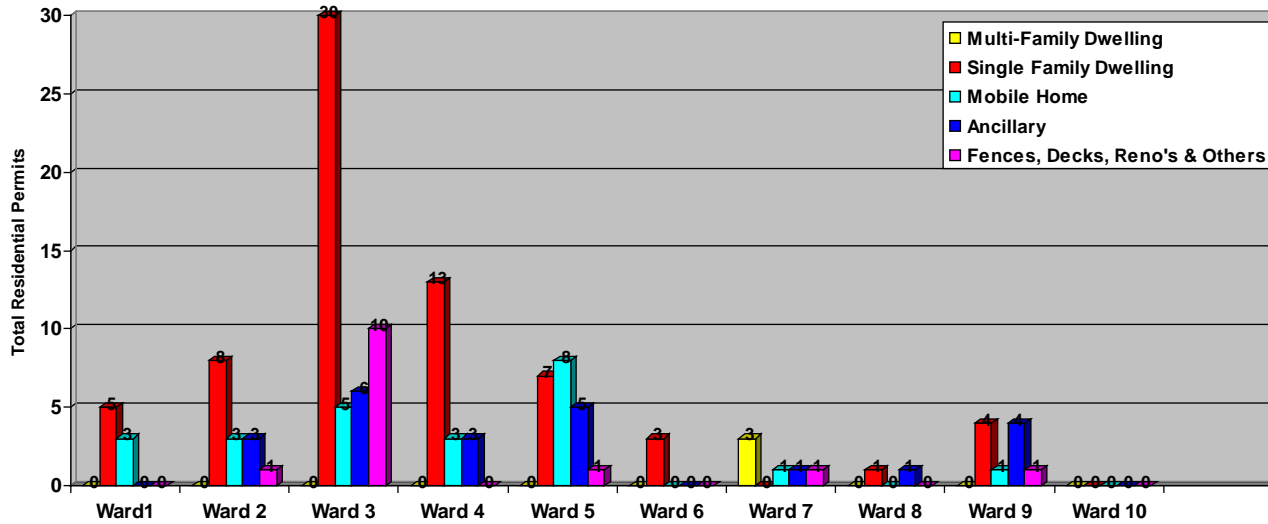
**Mackenzie County
Year to Date Development Summary
January to June, 2015**

Development	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	Ward 9	Ward 10	Total
Industrial	0	0	2	0	0	0	0	1	0	3	6
Commercial	2	0	3	4	0	0	3	0	0	0	12
Residential	8	18	51	22	26	3	7	2	12	0	149
Other	1	0	0	1	1	0	1	0	0	2	6
Total	11	18	56	27	27	3	11	3	12	5	173

Development	Permits	Construction Cost
Industrial	6	\$3,092,500.00
Commercial	12	\$410,000.00
Residential	149	\$22,470,850.00
Other	6	\$1,325,000.00
TOTALS	173	\$27,298,350.00

Wards	Construction Cost
Ward 1	\$3,186,000.00
Ward 2	\$2,261,050.00
Ward 3	\$7,692,000.00
Ward 4	\$6,778,000.00
Ward 5	\$3,360,600.00
Ward 6	\$830,000.00
Ward 7	\$1,330,500.00
Ward 8	\$422,000.00
Ward 9	\$1,298,200.00
Ward 10	\$140,000.00
TOTAL	\$27,298,350.00

Mackenzie County Residential Development Permit Application January – December, 2014



Residential Development	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	Ward 9	Ward 10	Total
Multi-Family Dwelling	0	0	0	0	0	0	3	0	0	0	3
Single Family Dwelling	5	8	30	13	7	3	0	1	4	0	71
Mobile Homes	3	3	5	3	8	0	1	0	1	0	24
Ancillary (Additional, Garages & Shops)	0	3	6	4	5	0	1	1	4	0	23
Fences, Decks, Reno's & Others	0	1	10	0	1	0	1	0	1	0	14
Total	8	15	51	19	21	3	6	2	10	0	135

Wards	Permits	2014 Multi-Family Dwelling Construction Cost
Ward 1		
Ward 2		
Ward 3	0	\$0.00
Ward 4		
Ward 5		
Ward 6		
Ward 7	3	\$910,000.00
Ward 8		
Ward 9		
Ward 10		
TOTAL	3	\$910,000.00

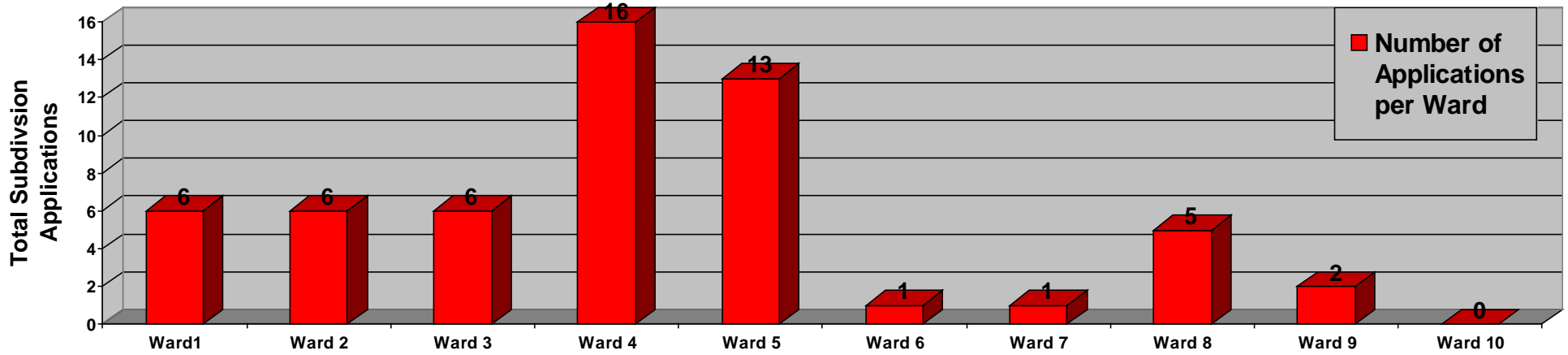
Wards	Permits	2014 Single Family Dwelling Construction Cost
Ward 1	5	\$886,000.00
Ward 2	8	\$1,806,000.00
Ward 3	30	\$6,790,000.00
Ward 4	13	\$3,923,000.00
Ward 5	7	\$2,175,000.00
Ward 6	3	\$830,000.00
Ward 7	0	\$0.00
Ward 8	1	\$320,000.00
Ward 9	4	\$560,000.00
Ward 10	0	\$0.00
TOTAL	71	\$17,290,000.00

Wards	Permits	2014 Mobile Home Construction Cost
Ward 1	3	\$500,000.00
Ward 2	3	\$295,000.00
Ward 3	5	\$312,000.00
Ward 4	3	\$520,000.00
Ward 5	8	\$571,000.00
Ward 6	0	\$0.00
Ward 7	1	\$0.00
Ward 8	0	\$0.00
Ward 9	1	\$30,000.00
Ward 10	0	\$0.00
TOTAL	24	\$2,228,000.00

Wards	Permits	2014 Ancillary Building (Additions, Garages Detached & Attached)
Ward 1	0	\$0.00
Ward 2	3	\$120,000.00
Ward 3	6	\$172,000.00
Ward 4	3	\$370,000.00
Ward 5	5	\$349,000.00
Ward 6	0	\$0.00
Ward 7	1	\$45,000.00
Ward 8	1	\$82,000.00
Ward 9	4	\$155,000.00
Ward 10	0	\$0.00
TOTAL	23	\$1,293,000.00

Wards	Permits	2014 Fences, Decks, Reno's & Others
Ward 1	0	\$0
Ward 2	1	\$50.00
Ward 3	10	\$60,500.00
Ward 4	0	\$0.00
Ward 5	1	\$65,000.00
Ward 6	0	\$0.00
Ward 7	1	\$500.00
Ward 8	0	\$0.00
Ward 9	1	\$60,000.00
Ward 10	0	\$0.00
TOTAL	14	\$186,050.00

Wards	Permits	2014 TOTAL Residential Building Activity
Ward 1	8	\$1,386,000.00
Ward 2	15	\$2,221,050.00
Ward 3	51	\$7,334,500.00
Ward 4	19	\$4,813,000.00
Ward 5	21	\$3,160,000.00
Ward 6	3	\$830,000.00
Ward 7	6	\$955,500.00
Ward 8	2	\$402,000.00
Ward 9	10	\$805,000.00
Ward 10	0	\$0.00
TOTAL	135	\$21,907,050.00



Approved Subdivision Applications	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	Ward 9	Ward 10	Total
Urban	0	0	5	0	0	0	0	0	0	0	5
Rural	10	1	0	2	6	0	0	3	4	0	26
Rural Multi Lot	0	0	0	0	0	0	0	0	0	0	0
Total	10	1	5	2	6	0	0	3	4	0	31

Wards	Number of lots	Rural in Acres	Multi Rural in Acres	Urban in Acres	Boundary Adjustments in Acres
Ward 1	13	345.63	0	0	0
Ward 2	1	10	0	0	0
Ward 3	32	0	0	15.02	0.658
Ward 4	2	20	0	0	0
Ward 5	6	76	0	0	0
Ward 6	0	20	0	0	0
Ward 7	0	0	0	0	0
Ward 8	5	59.142	0	0	0
Ward 9	5	70.55	0	0	0
Ward 10	0	0	0	0	0
TOTAL	64	601.32	0	15.02	0.658

**Mackenzie County
Approved Subdivision
Application Summary
January 1 to June 31,
2015**



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	August 26, 2015
Presented By:	Mark Schonken, Interim Director of Finance
Title:	Short Term Investment (ATB Financial – Notice Demand Accounts)

BACKGROUND / PROPOSAL

Administration has estimated that the amount of funds that can be invested in the short term investments is \$25,000,000.

The finance department reviewed the rates for different investment products from ATB Financial and several other financial institutions. Also, we have reviewed the cash withdrawal history for the short term investments and estimated cash withdrawal needs for making cash payments in the next 12 months.

After analyzing the various investment options and cash needs, administration made a recommendation on the short term investments for review by the Finance Committee on July 31, 2015.

The Finance Committee reviewed the proposal and made a recommendation that Administration proceeds as proposed.

OPTIONS & BENEFITS:

The rates of Notice Demand Accounts are much higher than the rate of the short term deposits for the same deposit terms. Investing in ATB Notice Demand Accounts can increase our returns on short term investments.

Author: P. Tian **Reviewed by:** M. Schonken **CAO:** JW

Recommended investment option

Invest the \$25,000,000 with ATB as per the investment table below:

Investment recommendation	Period	Amount	Saving	Rate	Withdraw
High Interest Savings Account	Current	\$6,000,000	-	1.35%	Daily
30 Days Notice Demand Account	30 days	\$4,000,000	\$667	1.55%	August
60 Days Notice Demand Account	60 days	\$4,000,000	\$1,667	1.60%	September
90 Days Notice Demand Account	90 days	\$3,000,000	\$2,250	1.65%	October
90 Days Notice Demand Account	120 days	\$3,000,000	\$3,000	1.65%	November
90 Days Notice Demand Account	150 days	\$3,000,000	\$3,750	1.65%	December
90 Days Notice Demand Account	180 days	\$2,000,000	\$3,000	1.65%	January' 16
Total		\$25,000,000	\$14,333		

A separate Notice Demand Account has to be setup for each of the three interest rate categories.

COSTS & SOURCE OF FUNDING:

NA

SUSTAINABILITY PLAN:

NA

COMMUNICATION:

NA

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That three Notice Demand Accounts be set up with ATB Financial.

Author: P. Tian Reviewed by: M. Schonken CAO: JW

Municipal Notice Account – Interest Rates

Municipal Notice Demand Account

The Municipal Notice Demand Account is an investment product that eliminates the need for municipalities to continually roll over short term GIC's. Funds deposited within this account require the Town of Crossfield to provide ATB Financial notice of either 31 days, 60 days or 90 days in order to access those funds.

The account has no monthly service fee and provides the following interest rate based on notice periods;

- 31 day notice: **1.55%**
- 60 day notice: **1.60%**
- 90 day notice: **1.65%**

Rates are subject to change given 30 days notice.

Notice Demand Account Application

Please tell us about your business:

Business Partner Number: **ATB USE ONLY** _____

Legal Name of Customer ("account holder"): _____

Trade/Operating Name of Customer: _____

Nature of Principal Business/Occupation: _____

Physical/Primary Address (Use legal address or street address, P.O. Box is not acceptable):

Address: _____

City/Town: _____ Province: _____

Postal Code: _____ Country: _____

Telephone No.: () _____ Fax No: () _____

Email Address: _____

Mailing Address: Same as above, or:

Address: _____

City/Town: _____ Province: _____

Postal Code: _____ Country: _____

Type of Business:

Corporation Partnership Limited Partnership/Limited Liability Partnership

Co-operative Trust Municipal/Public Body

Incorporated Society First Nation Band Council Unincorporated Association

Joint Venture Non-Profit Company Corporation Trust/Property Management

Sole Proprietorship: SIN (interest bearing accounts only) (optional): _____

Incorporation/Registration Number: _____ Place of Issuance: _____

Business Number: _____ Intended Use: _____

In this application and other account application forms, "**you**", "**your**", "**yours**" and "**Business**" refers to the Customer identified above. "**ATB**" or "**ATB Financial**" refers to Alberta Treasury Branches. You agree: (i) that you have received a copy of the Notice Demand Account Agreement (the "**Account Agreement**"), (ii) to the terms and conditions of, and to be bound by the Account Agreement and such other documents and agreements in relation to specific accounts and services ("**Additional Agreements**") which ATB provides to you; and (iii) the use of the Account or any service relating thereto will be deemed to be your acceptance of the terms and conditions set out in the Account Agreement.

ATB Financial[™]

By completing and signing this application, you certify that the information provided to ATB is complete and correct.

Subject to the terms and conditions outlined in the Account Agreement, you consent to the delivery of E-Statements (as defined in the Account Agreement) rather than in paper form. Yes No

_____, 20____
Date

Signature (Signing Officer) Name Title

Signature (Signing Officer) Name Title

ATB USE ONLY:

NAICS Code: _____

Is the Customer an exempt entity for AML purposes? (see Operating Guide)

I have provided the Notice Demand Account Agreement (Form 1102) to the Customer.

E _____ **Initial:** _____

Notice Demand Account Agreement

1. INTRODUCTION

This Notice Demand Account Agreement between Alberta Treasury Branches (“**ATB Financial**”) and the Customer sets out the terms and conditions that govern the Notice Demand Account opened with ATB Financial, in addition to any agreements between ATB Financial and the Customer for specific products or services.

The Notice Demand Account is a deposit account with an interest rate that is calculated daily and paid monthly. A Customer can withdraw funds from the Account only after the Customer has provided ATB Financial with a Withdrawal Notice and the applicable Notice Period has been completed (see Section 3.1).

1.1 Definitions

In this Account Agreement, the words:

“**Account**” means the Notice Demand Account described herein.

“**Agreement**” means this Notice Demand Account Agreement.

“**Authorized Contact**” means individuals named as such on the Authorized Contact Certificate, Signing Certificate, resolution or other account authorization as permitted by ATB Financial.

“**Authorized Contact Certificate**” means the authorized contact certificate in the form specified by ATB Financial in relation to the Account designating certain individuals as authorized to perform inquiries on the Account, or such other certificate as ATB may accept in its sole discretion.

“**Application**” means, the form titled “Notice Demand Account Application” (as such form may be revised from time-to-time) being the form completed by or on behalf of the Customer to apply for an Account.

“**Appointing Officer**” means the individual(s) that is/are authorized by a resolution or other authorization to appoint Signing Officers on the Account through the Authorized Contact Certificate or other document acceptable to ATB Financial.

“**ATB Financial**” means Alberta Treasury Branches, operating as ATB Financial.

“**ATB Online Business**” is the Alberta Treasury Branches business online system that may be used by an administrator or any authorized user to directly access Services or other Account information through a personal computer or mobile device.

“**ATB Online Business Access and Services Agreement**” means the agreement relating to the use of ATB Online Business by the Customer.

“**Business Day**” means any day that is not a Saturday, Sunday or a day in which ATB Financial is required or permitted to be closed in the province of Alberta.

“**Customer**” or “**you**” means the business indicated as account holder on the Application operating as a sole proprietorship, society, co-operative, partnership, joint venture, corporation, unincorporated association, first nation band council, limited partnership, municipal /public body, or trust.

“**Debt**” means all amounts posted or charged to the Account.

“**Instructions**” includes and is not limited to any instruction, order, authorization or approval.

“**Instrument**” means a cheque, order for payment, bill of exchange, promissory note, security, note, electronic debit or credit or other payment instrument.

“**Notice Period**” has the meaning set out in Section 3.1.

“**Payment Direction**” has the meaning set out in Section 3.2.

“**Prime**” means the prime rate per annum established by ATB Financial from time to time, and Prime may be changed by ATB Financial without prior notice being given to you.

“**Rate and Fee Schedule**” means ATB Financial’s written statement of the interest rates and fees under this Agreement. ATB Financial may amend the Rate and Fee Schedule from time to time. A copy of the Rate and Fee Schedule will be provided with the Application.

“**Service Provider**” means any of ATB Financial’s suppliers, licensors, service providers, vendors or any other third party which provides a service or system used in relation to the Services.

“**Services**” means all Account related services offered by ATB Financial.

“**Signing Certificate**” means the signing certificate in the form specified by ATB Financial in relation to the Account designating certain individuals as having authority to bind or obligate the Customer, or such other certificate as ATB may accept in its sole discretion.

“**Signing Officer**” means an individual named as such on the Signing Certificate, resolution or other account authorization as permitted by ATB Financial.

“**Statement**” means periodic Account statements prepared by ATB Financial regarding the transactions on the Account.

“**Withdrawal Notice**” has the meaning set out in Section 3.1.

Any words importing the singular number only shall include the plural and vice versa. All other capitalized terms in this Agreement have the meaning given to them elsewhere in this Agreement.

2. ACCOUNTS

2.1 Account Information

The Customer warrants that the information on the Application is complete and accurate, and does not fail to disclose information that ATB Financial may require to service the Account. The Customer acknowledges that ATB Financial has relied on this information in approving the Account, and the Customer agrees to provide ATB Financial with any further information or proof that ATB Financial may need, at its request.

ATB Financial may be required to obtain confirmation of identity or other information in relation to the Customer and its officers, directors, partners, members or other individuals, as applicable, in order to comply with applicable laws both in Canada and elsewhere. When any such identity information is provided by the Customer to ATB Financial, the Customer certifies that such information is true and correct.

2.2 Account Authority Declaration

The Customer certifies that there are no provisions in its Articles of Incorporation, Memorandum of Association, or in any of its by-laws or resolutions or in any partnership agreement, joint venture agreement or unanimous shareholders agreement, or in any other agreement, that in any way restricts or limits the Customer's powers or the powers of the directors (or equivalent) or of any persons authorized by the directors (or equivalent) to open or operate an Account.

Unless ATB Financial otherwise agrees in writing, the Customer's Signing Officer is, or if there is more than one Signing Officer, the Signing Officers are, authorized to undertake the following activities, subject to the conditions herein:

- (a) to agree to the terms of, and to sign any documents relating to the operation of the Account or the Services as may be required by ATB Financial;
- (b) to negotiate any Instruments or give any Instructions, approvals, or verifications on behalf of the Customer in respect of the Account or Services provided by ATB Financial for the purpose of binding or obligating the Customer to ATB Financial; and
- (c) to do all other acts and things necessary or desirable and to execute all other documents in connection with the opening or operating of the Account and the obtaining of the Services as they shall deem necessary or desirable, the execution and delivery of the other documents by such Signing Officers to be conclusive evidence of such approval.

2.3 Account Opening

Subject to the terms of this Agreement, ATB Financial will open an Account in the Customer's name.

The Customer agrees to, and is bound by all of the terms and conditions of this Agreement if:

- (a) the Application is signed on behalf of the Customer; or
- (b) a transaction is conducted on the Account.

ATB Financial may refuse to open an Account at any time for any reason in its sole and absolute discretion.

2.4 Deposits to the Account

Verification. All deposits made to the Account are subject to verification by ATB Financial as to the source of funds and to ATB Financial's policies regarding the acceptance of funds for deposit. ATB Financial may change these policies from time to time. ATB Financial may, in its discretion, refuse to accept a deposit to the Account.

ATB Financial will:

- (a) not be liable for any loss resulting from the non-payment of any cheque, bank draft, settlement card, clearing house slip or any other evidence of payment accepted in payment or as a remittance from any other bank, financial institution or agent and ATB Financial shall not be liable for default, neglect, or mistakes of any such banks, financial institutions or agents; and
- (b) be responsible only for the monies actually received by ATB Financial from such banks, financial institutions or agents.

All Instruments deposited must be payable to the Customer or bearer. The Customer authorizes ATB Financial to deposit in the Customer's name any Instrument deposited without endorsement.

Such deposited Instrument shall have the same validity as if endorsed by the Customer. ATB Financial may not accept third party Instruments which bear a prior endorsement for deposit, as ATB Financial may be unable to verify that endorsement.

Credits for deposits and any applicable interest may be reversed if, for any reason, ATB Financial does not receive final payment in respect of such deposit. ATB Financial has the right at any time to correct deposits made to the Account in error.

Direct Deposits. ATB Financial may accept direct deposits to the Account but ATB Financial will not be responsible for the amount of the deposit or for any delays in crediting such deposit to the Account. It is the responsibility of the Customer and not ATB Financial to notify any party making direct deposits of any change in direct deposit instructions.

Interest Payable on Deposits. Interest on funds in your Account, on the terms set forth below and as may be modified by ATB Financial in writing from time to time, will be calculated daily and paid monthly on the final calendar day of the month into your Account or another ATB Financial account designated by you. Interest will continue to accrue during the Notice Period. Interest earned on funds in your Account will be subject to a Notice Period after such interest has been paid into your Account.

Where the interest rate for an Account is based on Prime, the applicable rate on any day will depend on the Prime in effect on that day. The statements by ATB Financial as to Prime and, therefore, as to the rate of interest applicable to the Account on any day, will be binding and conclusive for all purposes. The interest rate on your Account may be a fixed or floating rate, as indicated below by ATB. In the case of a floating rate, the interest rate on your Account will be linked to Prime and will be determined by adding or subtracting a fixed percentage rate to Prime.

Fixed Rate _____ % per annum

Floating Rate
Prime Minus _____ % per annum

Hold on Deposit. When the Customer deposits a cheque or other Instrument to the Account, a waiting period may apply before the funds are credited to the Customer. The Customer agrees that ATB Financial may place a "hold" on such funds in the Account (in addition to any required Notice Periods):

- (a) restricting the Customer's right to make a withdrawal based on any Instrument until ATB Financial receives actual and irrevocable payment from the drawee. Any credit to the Account for any Instrument before ATB Financial receives actual and irrevocable payment is provisional and subject to reversal;
- (b) if ATB Financial becomes aware of suspicious or possible fraudulent or unauthorized account activity that may cause a loss to the Customer or ATB Financial;
- (c) if an issue arises as to who are the proper Signing Officers on the Account; or
- (d) if ATB Financial reasonably believes that a legitimate claim is made by a third party on funds in any of the Account.

Returned Instruments. If an Instrument is returned unpaid, ATB Financial may reverse the credit (and any interest paid on that credit) to the Account. If the reversal of this credit involves a currency exchange, the Customer agrees that it will be responsible for any cost or loss associated with the currency exchange and ATB

Financial may charge this cost or loss to the Account, including Accounts denominated in other currencies. ATB Financial may send the Customer either notice of or the returned Instrument the same way that ATB Financial sends Statements of the Account. Anyone ATB Financial hires (such as a financial institution or courier) to effect the collection of the Instrument will be deemed to be the Customer's agent, not ATB Financial's subagent.

2.5 Endorsement Stamp

The Customer may use a stamped impression bearing the Customer's name to endorse cheques or other Instruments the Customer delivers to ATB Financial for deposit, discount, collection or otherwise. Endorsement in such a manner will be as binding on the Customer as an endorsement actually signed by the Signing Officers of the Customer.

2.6 Fraudulent Signatures

The Customer agrees that ATB Financial shall have no responsibility or liability whatsoever for any loss due to a forged or unauthorized signature unless: (i) the forged or unauthorized signature was made by a person who was at no time the Customer's agent or employee; (ii) the loss was unavoidable despite the Customer having taken all feasible steps to prevent loss arising from forgery or unauthorized signature; (iii) the loss was unavoidable despite the Customer having in place the procedures and controls to supervise and monitor the Customer's agents and employees; and (iv) the loss was caused solely by ATB Financial's negligence, fault or wilful misconduct.

2.7 Restricted Access

The Customer agrees that ATB Financial may block access to the Account if ATB Financial becomes aware of suspicious or possible fraudulent or unauthorized account activity occurring on the Account.

3. WITHDRAWALS

3.1 Withdrawal Notice

All withdrawals from an Account are subject to serving a minimum notice period (the "**Notice Period**"), measured in calendar days as selected below. To make a withdrawal or to close the Account, you must provide us notice in writing in a form acceptable to us of your intention to withdraw a specified amount of funds from your Account or close your Account (a "**Withdrawal Notice**"). A Withdrawal Notice may be provided on the same Business Day on which sufficient funds to be withdrawn are deposited or become available, and must be received on a Business Day for the Notice Period to begin on that Business Day. If received after the end of a Business Day, the Notice Period will begin on the next Business Day. More than one Withdrawal Notice may be in effect on the Account at the same time. A Withdrawal Notice can be cancelled in full but not in part at any time up to and including the Business Day prior to the expiry of the Notice Period. A Withdrawal Notice must be provided in all circumstances before a Withdrawal can be made from the Account or the Account can be closed.

31 days 60 days 90 days

3.2 Availability Period

Upon completion of the Notice Period, you will have seven calendar days (the "**Availability Period**") within which to submit a direction (the "**Payment Direction**") advising us of the manner in which the funds are to be dealt with or otherwise deal with the funds through ATB Online Business. The Customer authorizes ATB Financial to debit the necessary funds from the Account in order to complete

the Payment Direction. Provided available, then the requested funds will be paid out in accordance with the Payment Direction. If the effective date of the payment is not a Business Day, payment will be made on the next Business Day. If ATB Financial does not receive a Payment Direction within the Availability Period, the withdrawal of funds will be subject to a new Notice Period and a new Withdrawal Notice must be submitted. Interest will continue to accrue during the Availability Period.

3.3 Withdrawals

Cheques cannot be issued on an Account. A Payment Direction may direct funds to be transferred to another ATB Financial account, or to be dealt with via electronic debit, branch debit or wire payment. Alternatively, if such service is made available by ATB Financial, the Customer may transfer the funds via an account transfer in ATB Online Business.

3.4 Early Withdrawal

Subject to the next sentence, early withdrawal will not be permitted for Accounts. ATB Financial may, however, at our own discretion, permit you, in exceptional circumstances, to make an early withdrawal before the expiry of a Notice Period. In such a case, you will be subject to a prepayment charge equal to the interest that would be earned by you on the Account as indicated in Section 2.4 during the full Notice Period on the Account.

4. PROVIDING INFORMATION

The Customer will notify ATB Financial immediately of any adverse change in its financial circumstances.

5. OTHER SERVICES

5.1 ATB Online Business

If the Customer would like to access the Account and utilize certain Services through ATB Online Business, such access and Services will be provided in accordance with, and will be governed by the terms and conditions of the ATB Online Business Access and Services Agreement together with this Agreement in respect of any Account used for such Services.

6. AUTHORITY AND INSTRUCTIONS

If ATB Financial permits, the Customer may authorize additional Authorized Contacts and may authorize one or more Appointing Officers and Signing Officers. The Customer is solely responsible for determining the suitability of individuals it appoints as Appointing Officers and Authorized Contacts or as Signing Officers. ATB Financial shall not in any way be liable or held responsible for any loss suffered by the Customer caused by any act or omission, or wrongful conduct of any Appointing Officer, Authorized Contact or Signing Officer appointed by the Customer.

6.1 Authority

The Customer agrees that its Appointing Officers, Authorized Contacts and Signing Officers are acting with the full authority of the board of directors, members, partners, general partners, trustee, board of trustees or other applicable governing body of the Customer (as the case may be) in providing any Instructions in relation to the Account. Any Instructions in relation to the Account purporting to be authorized by the Customer or on its behalf by its Signing Officers will be considered by ATB Financial for all purposes to be duly authorized by the Customer and the Customer will be liable for all transactions conducted in accordance with any such Instructions and any loss that may arise from any such Instructions.

6.2 Instructions

Telephone Instructions. ATB Financial may accept Instructions regarding the Account from any Signing Officer (or such number of Signing Officers as are required to provide Instructions as outlined in the Signing Certificate, resolution, or other account authorization as permitted by ATB Financial) by telephone provided that identity can be verified to ATB Financial's satisfaction and that such Instructions are consistent with the terms and conditions of this Agreement. For clarity, Withdrawal Notices must be in writing.

Facsimile Instructions. ATB Financial may accept Instructions regarding the Account sent by facsimile transmission to the Customer Contact Centre, provided the Instructions are:

- (a) signed by a Signing Officer and include the applicable Customer name, Account number, and fax number;
- (b) legible and unambiguous; and
- (c) consistent with the terms and conditions of this Agreement.

Electronic Instructions. ATB Financial may accept Instructions regarding the Account sent by a Signing Officer (or such number of Signing Officers as are required to provide Instructions as outlined in the Signing Certificate, resolution, or other account authorization as permitted by ATB Financial) by electronic mail ("**e-mail**"). The Customer agrees:

- (a) that any electronic communications between the Customer and ATB Financial will be given the same legal effect as written and signed paper communication;
- (b) that all electronic copies of communications are valid and that the Customer will not contest the validity of any electronic copies of communications exchanged between any Signing Officer and ATB Financial in relation to the Account; and
- (c) that there are inherent and unavoidable risks with e-mail communication as it may not be encrypted and may not be as secure as other methods for providing Instructions.

ATB Financial shall be entitled to retain and store records, documentation and information respecting the Instructions regarding the Account in any manner that it determines in its sole discretion.

ATB Online Business. ATB Financial may accept Instructions regarding the Account through ATB Online Business in accordance with the terms and conditions contained in the ATB Online Business Access and Services Agreement.

Reliance on Instructions. ATB Financial may rely on any telephone, fax, or e-mail Instructions from any Signing Officer purporting to be given on behalf of the Customer. In all circumstances, ATB Financial may treat any such Instruction as fully authorized by the Customer in writing regardless of actual identity or authorization of the sender or any errors, mistakes or discrepancies between account names or numbers and such Instructions shall be binding upon the Customer. It is the Customer's responsibility to ensure that all information and Instructions provided to ATB Financial are accurate and complete. Unless otherwise agreed to in writing, ATB Financial has no obligation to verify any information provided by the Customer and ATB Financial shall be under no duty or obligation to inquire into or otherwise consider the correctness or validity of any Instruction.

Limitation of Liability. ATB Financial will not be liable for any loss or damage that the Customer may suffer or incur in relation to the Account or the Services from acting on Instructions sent by telephone, fax or e-mail when ATB Financial acted in good faith believing such person to be the Customer, a Signing Officer, or

Appointing Officer. ATB Financial will act on all acceptable Instructions sent by telephone, fax or e-mail as soon as it is reasonably practical to do so. The Customer must confirm that ATB Financial has received the Instructions, as ATB Financial is under no obligation to confirm receipt.

Refusal to act on Instructions. ATB Financial may, in its sole discretion, decline to act on any Instructions, either in whole or in part, when:

- (d) such Instruction is unclear or suspicious;
- (e) such Instruction is provided with unsatisfactory verification of identity;
- (f) such Instruction is not in accordance with the terms of this Agreement or any other agreements dealing with the operation of the Accounts or Services;
- (g) ATB Financial has reason to believe that such Instruction may not be authorized by the Customer or a Signing Officer;
- (h) such Instruction would violate any applicable law, rule or ATB Financial's internal policies and procedures;
- (i) monies in any Account are subject to a hold; or
- (j) the Customer does not have enough available funds in any Account or credit to cover the Instruction

in which case, ATB Financial will not be liable for any delay, failure or refusal to act in any of the above-noted circumstances.

Sufficient time for Instructions. The Customer will ensure that all Instructions provided to ATB Financial by the Customer are received in sufficient time to permit ATB Financial a reasonable opportunity to deal with them or as otherwise specified by ATB Financial. Without limiting the generality of the foregoing, ATB Financial is required to comply with payment system rules and regulations on clearing (including Canadian Payment Association Rules), third party agreements, and other matters that may prevent ATB Financial from complying with the Customer's Instructions for payments or fund transfers if Instructions are not received within time frames required by such rules, regulations and agreements.

6.3 Legal Representatives

ATB Financial may accept and act in accordance with Instructions from the Customer's legal representative, if such legal representative demonstrates legal authority to act on the Customer's behalf to ATB Financial's satisfaction.

6.4 Third Party Demands

ATB Financial will comply with any lawful third party demands that it receives in respect of the Account without notice to the Customer. The Customer agrees that if ATB Financial complies with a third party demand, it may charge its reasonable costs to do so against any Account.

7. SERVICE CHARGES

7.1 Use of Account

The Customer agrees to pay all of ATB Financial's current service charges for the operation of the Account and for Services performed under this Agreement in respect of the Customer's Account. The current charges for the Account and Services are set out in the Rate and Fee Schedule. ATB Financial will charge these fees to the Account at the time they are incurred and can use any monies in the Account, or any other Account operated by ATB Financial for the Customer, to do this. These charges include, but are not limited to:

- (a) any charges ATB Financial assesses for the handling of purported payments for the Account returned unpaid upon presentation for payment;
- (b) ATB Financial's service charges for the issuance of replacement Statements;
- (c) any interest charged by ATB Financial for an overdraft incurred from the application of service charges on the Account;
- (d) any liability of the Customer incurred under any agreement with ATB Financial;
- (e) any charges for providing or responding to requests for information or access to business records; or
- (f) where permitted by applicable law, other administrative items.

7.2 Overdrafts Not Covered by Overdraft Protection

The Customer may not overdraw the Account. Service charges and costs may be charged by ATB Financial to the Account even if such charging creates or increases an overdraft in the Account. If an overdraft is created, the Customer must promptly repay the amount overdrawn (the "**Overdraft Balance**"), without notice from ATB Financial. ATB Financial will charge interest at the rate set out in Section 7.3 on any amount overdrawn until the Customer has repaid it.

7.3 Overdraft Interest

ATB Financial will charge the Customer interest at the rate of 19.25 percent per year or such other rate as specified on the Rate and Fee Schedule (as may be changed from time to time) on the Overdraft Balance from the date of the Overdraft Balance until the Customer has repaid it in full. Interest is calculated daily, compounded and payable monthly, not in advance. Interest will continue to be payable by the Customer before as well as after:

- (a) ATB Financial demands payment in full;
- (b) a breach by the Customer of any of the terms of this Agreement or any other agreement between the Customer and ATB Financial; or
- (c) a judgment is made against the Customer.

7.4 How ATB Financial Applies Payments

ATB Financial will apply each of the Customer's payments first to pay interest due, following which payments will be applied to other costs and charges and any remaining balance will be applied to reduce any Overdraft Balance.

8. STATEMENTS

8.1 Statements

ATB Financial will provide the Customer with a Statement every month; however, ATB Financial may not provide a Statement for an Account in which there has been no activity that month.

The Statement will be mailed to the Customer's address last provided to ATB Financial as indicated on ATB Financial's records. Each Statement will be deemed to have been received by the Customer on the fifth day following the date of deposit by ATB Financial of the Statement at a post office with postage properly paid, unless there is a postal strike or other disruption affecting mail delivery, and in such case, the Customer must contact ATB Financial monthly during such strike or disruption to obtain Statement information.

8.2 Statement Verification

The Customer must notify ATB Financial promptly if it does not receive a Statement within seven days of when the Customer normally receives its Statement. ATB Financial is not responsible for lost, misdirected or intercepted Statements.

Upon receipt of a Statement, the Customer must examine the Statement, each debit and credit entry, and each cheque, voucher and balance recorded. The Customer must notify ATB Financial in writing of any discrepancies, irregularities, errors, omissions or objections with respect to any information contained in any Statement, entry or transaction posted to it within 30 days from the Statement date. If the Customer does not notify ATB Financial as required, the Statement, balance and transaction information (except as to any alleged errors so notified) will be deemed conclusively to be correct, complete, authentic and properly binding upon the Customer and charged to the Account and the Customer is not entitled to be credited with any sum not credited in the Statement. In such case, ATB Financial will be released by the Customer from any claim for negligence, breach of this Agreement, breach of contract, breach of trust, breach of fiduciary duty or otherwise, in respect of the Statement and no claim may be made by the Customer against ATB Financial for any item disclosed or omitted to be disclosed on the Statement. At any time ATB Financial may correct any credit to the Account made by mistake.

8.3 Electronic Statements

If ATB Financial makes this Service available and ATB Financial permits, the Customer may elect to receive electronic Statements ("**E-Statements**") rather than paper Statements by mail. By providing an e-mail address or indicating this preference in the Application, the Customer consents to receive E-Statements.

If the Customer elects to receive E-Statements, then, in such circumstances, and notwithstanding anything contrary contained in this Agreement, the Customer agrees and acknowledges that:

- (a) ATB Financial will no longer be required to mail paper Statements to the Customer;
- (b) at the end of every monthly statement cycle, ATB Financial will (as determined by ATB Financial) deliver the E-Statement to the e-mail address provided by the Customer or by posting the E-Statement on ATB Online Business;
- (c) the receipt of the E-Statement by the Customer will be deemed to have occurred when it is first sent by ATB Financial to the e-mail address designated to the Customer or when it is first posted on ATB Online for Business, provided that ATB Financial does not have any reason to believe the E-Statement was not delivered;
- (d) the Customer will regularly and at least once per month retrieve the E-Statement as ATB Financial will not send notification to the Customer that such Statement has been posted on ATB Online Business;
- (e) the Customer must review the E-Statement, upon which the Customer will have 30 days (commencing on the date the E-Statement is first made available to the Customer) to notify ATB Financial in writing of any discrepancies, irregularities, errors, omissions, or objections with regards to any transaction posted or information contained in the E-Statement. If the Customer does not notify ATB Financial as required, the balance and transaction information posted on the E-Statement will (except as to any alleged errors so notified) be deemed to be conclusively correct, complete, authentic, and will be binding on the Customer;

- (f) if a Customer elects to receive E-Statements on ATB Online Business, the E-Statements will be available to the Customer on ATB Online Business for a period of two (2) years after the delivery of the E-Statement, after which ATB Financial will maintain an archive of the records for a minimum of 7 years which the Customer can obtain by contacting ATB Financial. It is the Customer's responsibility to retain a copy of each E-Statement by saving or printing a copy while it is available for viewing;
- (g) third party software may be required for the delivery and receipt of E-Statements, such as a PDF reader and web browser;
- (h) ATB Financial may provide a paper Statement to the Customer if it is appropriate to do so or if ATB Financial is unable to provide an E-Statement for any reason; and
- (i) if the Customer has elected to receive E-Statements, the Customer may at any time request that ATB Financial provide paper Statements rather than E-Statements and ATB Financial will process such request as soon as reasonably possible.

8.4 Closing the Account

The Customer may close the Account at any time with notice to ATB Financial in accordance with the terms of this Agreement. Such closure will become effective after withdrawal of all funds in the Account pursuant to the withdrawal process and notice requirements set out in this Agreement.

8.5 ATB Financial's Right to Freeze or Close the Account

ATB Financial may freeze or close the Account, or suspend or modify the provisions of a Service at any time without notice: i) when required by law, ii) when ATB Financial has reasonable grounds to believe that the Customer did or may commit fraud or use the Account or Service for any unlawful or improper purpose, iii) when a loss is or may be caused to ATB Financial, iv) when the Account is operated in a manner unsatisfactory to ATB Financial, contrary to ATB Financial's policies, or the terms of this Agreement, or v) when any other agreement applicable to the Account or any Service is violated. ATB Financial may also freeze or close the Account if the Customer is a victim or potential victim of fraud or identity theft in order to prevent potential losses.

If ATB Financial closes the Account, ATB Financial will remit the funds currently on deposit after the minimum Notice Period, subject to ATB Financial's right to offset any outstanding Debts, to the Customer's last address shown in ATB Financial's records.

9. RIGHT OF OFFSET

ATB Financial has the right at any time and from time-to-time to use all or any of the money in any Account held by the Customer to pay any account fees, service charges or any other debts, liabilities or obligations of the Customer owing to ATB Financial without notice to the Customer. ATB Financial can set off these balances in any manner it considers necessary. ATB Financial also reserves the right to convert all or any of the money in the Customer's Accounts or obligations owing to ATB Financial at such rate as it may determine in order to offset the Customer's obligations in different currencies.

10. TERMINATION

10.1 Termination of Agreement

Except as otherwise specified in this Agreement, this Agreement may be terminated and the Account closed at any time by either party by giving written notice of termination to the other party. In the case of notice provided by ATB Financial, such termination will

be effective 10 days after receipt of such notice. Termination by the Customer will become effective after withdrawal of all funds in the Account pursuant to one or more Payment Directions.

10.2 Termination without Notice

Notwithstanding Section 12.1, ATB Financial may immediately terminate this Agreement without notice if the Customer:

- (a) becomes insolvent or bankrupt; or a petition in bankruptcy is filed; or any substantial (or any substantial portion of the) assets of the Customer are seized or otherwise attached pursuant to legal processes or other means, or any step or proceeding is taken by or against the Customer under or in respect of, any bankruptcy, insolvency or other similar law affecting creditors' rights against the Customer;
- (b) becomes subject to proceedings for the dissolution, liquidation or winding up of its affairs;
- (c) gives notice of its intention to cease to carry on business;
- (d) conducts or participates in a fraudulent, inappropriate or suspicious transaction using the Account or the Services;
- (e) fails to make any payment when due or under this Agreement;
- (f) has, in ATB Financial's sole opinion, a material adverse change in its financial condition;
- (g) receives one or more Canada Revenue Agency requirements to pay, Canada Revenue Agency deemed trusts, judgments, garnishments, third party demands or orders are rendered against the Customer for payment of money and any such judgments, garnishments, third party demands or orders remain unpaid and in effect for more than five (5) Business Days or would, in the opinion of ATB Financial, have a material adverse effect;
- (h) is in default or breach of any of the provisions of this Agreement or any other agreement with ATB Financial;
- (i) if any representation, warranty or agreement made by the Customer in this Agreement is breached by the Customer, or any certificate or statement of fact made by the Customer to ATB Financial, or any other communication by the Customer to ATB Financial, is found to have been incorrect or misleading on or as of the date made; or
- (j) if any provision of any of this Agreement, considered material by ATB Financial, is held by a court of competent jurisdiction to be unenforceable or if the Customer alleges that any such provision is unenforceable (each of (a) to (j) above being a "**Termination Event**").

10.3 Effect of Termination

Upon or during a Termination Event, ATB Financial may, in its sole option, immediately terminate any or all of this Agreement without notice to the Customer or other action. ATB Financial may also, if it so chooses, continue to provide any one or more Services but it shall have the option of revising the terms and any fees or charges due for such Services without prior notice to the Customer.

10.4 Return of Property

Upon any termination hereunder (whether pursuant to a Termination Event or otherwise) the Customer will immediately return to ATB Financial (or destroy at ATB Financial's request) all cheques, confidential information of ATB Financial and other documentation, goods and materials provided to the Customer by ATB Financial in connection with the Account. If requested by ATB

Financial, the Customer shall certify to ATB Financial the destruction of all cheques and confidential information of ATB Financial.

10.5 Acceleration

Upon any termination hereunder (whether pursuant to a Termination Event or otherwise), all Debts of the Customer to ATB Financial arising from this Agreement (whether posted to the Account, or posted in the future, including Debts not yet incurred or not yet processed), and all accrued service charges, fees and costs and all accrued interest thereon, must be immediately paid by the Customer to ATB Financial. ATB Financial may withdraw the amount necessary to satisfy such Debts from any Account the Customer holds with ATB Financial.

10.6 Provisions Survive

Sections 2.2, 3.1, 3.2, 3.3, 3.4, 6.2, 9, 10, 11 and 12 and any other provisions, which by their nature should apply after termination or expiration, shall survive the expiration or termination of this Agreement.

11. LIMITATION OF LIABILITY AND INDEMNITY

Notwithstanding any other provision hereof or any other document or agreement between ATB Financial and the Customer, ATB Financial will not have any liability in tort, contract or otherwise for any loss, damage or claim, judgment, cost or expense (collectively "Damages") that the Customer asserts or sustains as a result of the Customer's use of the Account or the Services, except for direct Damages attributable to ATB Financial's gross negligence or wilful misconduct arising directly from the performance by ATB Financial of its obligations under this Agreement and ATB Financial will not be liable for any other direct damages. For greater certainty, this limitation of liability extends to any Damages that the Customer may suffer as a result of ATB Financial acting or refusing to act on any Instruction, communication, order, or entry (whether electronically or otherwise) received by ATB Financial from the Customer as well as any loss of data regardless of form.

Under no circumstances will ATB Financial be liable to the Customer or any third party for any other Damages (including any special indirect, punitive, incidental or consequential Damages, including, but not limited to, lost business, profits or revenue), whether or not ATB Financial is advised of the possibility of such loss or damage with respect to any such Damages, including, without limitation, Damages in respect of any of the following:

- (a) any operation or operational failure, delay or Services unavailability including any hardware or software system failure or transmission and/or communication system failure (regardless of cause);
- (b) any non-payment, late or improper payment resulting from insufficient funds, credit or other limits on the Customer's Accounts, inaccurate, incomplete or unauthorized Instructions or information received by ATB Financial;
- (c) any non-receipt or delayed receipt, or receipt with errors or corrupted data, or receipt in a format not acceptable to ATB Financial, of information or data required to perform any obligation of ATB Financial or any Service to be provided by ATB Financial;
- (d) ATB Financial in its discretion declining to act upon any Instructions or information provided to it in accordance with this Agreement;
- (e) the failure or error of any other financial institutions, third party networks, communications providers, public utilities and their agents or any other similar third parties;

(f) mistakes, errors, omissions made by the Customer or its Authorized Contacts or any Signing Officer in relation to their use of the Services; and

(g) the circumstances outlined in this Agreement which ATB Financial has indicated it will not be liable or responsible for, or that the Customer is responsible for.

The Customer will indemnify ATB Financial, its officers, directors, employees and agents against all claims, proceedings, Damages, costs (including legal costs on a solicitor and its own client full-indemnity basis), expenses and liabilities, directly or indirectly, incurred by or taken against any of them which directly or indirectly, without limitation, are the result of the Customer's use of the Account and the Services, the Customer's (or any Authorized Contact's) breach of the terms and conditions of this Agreement or from ATB Financial acting or deciding to act upon any Instruction or information given to ATB Financial in accordance with this Agreement.

12. GENERAL

12.1 Taxes

The Customer will be responsible for the payment of all taxes relating to the Account.

12.2 Compliance with Laws

The Customer acknowledges that all Instruments will be issued and paid and all transactions will be processed in accordance with applicable laws and regulations, including the rules of the Canadian Payments Association and any foreign clearing associations, and with any self-regulatory codes adopted by ATB Financial.

12.3 Suspicious Transactions

The Customer acknowledges and agrees that ATB Financial may have a legal obligation to report to the Financial Transactions and Reports Analysis Centre of Canada or any other similar government authority in Canada or another country, as required by law (without any notice to the Customer) any transaction which in their sole opinion may be a suspicious transaction made on or in respect of the Account.

12.4 Limits

ATB Financial may set one or more limits in its sole discretion in respect of the Account and such limits are subject to change without notice.

12.5 Payment System Rules

The Customer understands that in carrying out any of the Services, ATB Financial will be subject to the requirements of the rules, guideline, requirements and standards of various payment systems (the "Standards") (including without limitation, the Canadian Payment Association) and accordingly, ATB Financial may be unable to accept or process instruments or Instructions that do not comply with the Standards.

12.6 Not a Substitute for Other Agreements

This Agreement is in addition to, and not in substitution for, any other agreement between ATB Financial and the Customer with respect to the operation of any Account of the Customer.

12.7 Headings

Headings contained in this Agreement are added for convenience and do not change the meaning of any provision of this Agreement.

12.8 Waiver of Rights

No term or provision of this Agreement shall be deemed waived by ATB Financial and no breach excused unless such waiver or consent shall be in writing and signed by ATB Financial. Any consent by ATB Financial to, or waiver of, a breach by the Customer, whether expressed or implied, shall not constitute waiver of or excuse for any other or subsequent breach.

12.9 Assignment

ATB Financial may assign its rights and obligations under this Agreement at any time to a third party. If ATB Financial chooses to do so, it may disclose information about the Customer and the Services to anyone to whom ATB Financial assigns rights provided they agree to maintain confidentiality in a manner similar to ATB Financial. The Customer may not assign its rights and obligations under this Agreement unless the Customer first obtains ATB Financial's prior written consent.

12.10 Benefit

This Agreement will benefit and bind the respective successors and permitted assigns of ATB Financial and the Customer.

12.11 Choice of Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein and the Customer agrees to submit to the jurisdiction of the Courts of Alberta.

12.12 Force Majeure

ATB Financial will not be liable to the Customer or any other party in any way for delay in performance or for the non-performance of any provision of this Agreement if such delay or non-performance is directly or indirectly caused by an event or a series of events beyond the control of ATB Financial including, without limitation, acts of God, loss of communication systems and events such as flood, storm, fire, casualty, accident, power failure, riot, terrorism, war, labour dispute, communicable disease outbreak, public health emergency or other similar events.

12.13 Severability

If any portion of this Agreement shall for any reason be declared or deemed invalid or unenforceable, the validity of the remaining portions shall not be affected and shall remain in full force and effect.

12.14 Further Assurances

The Customer shall forthwith from time to time upon the request of ATB Financial, make and execute all such additional documents, acts, matters and things as may be required by ATB Financial in its reasonable discretion to give effect to the provisions of this Agreement. By way of illustration, this may include the Customer providing certified resolutions (or similar proof) of authority to

execute and consummate this Agreement and any ATB Financial or third party licenses or sublicenses that may be required in connection with certain services.

12.15

Pursuant to the *Limitations Act* (Alberta), an action in debt in the Province of Alberta must be pursued within two years from the time the default occurred. Notwithstanding, this two-year limitation period will be extended to six years for the purposes of enabling ATB Financial to enforce this Agreement.

12.16 Privacy Notice

Any personal information (as defined by the *Personal Information Protection Act* (Alberta)) being collected pursuant to this Agreement is for the purpose of opening and maintaining one or more business accounts and will be collected, used, disclosed and retained in accordance with the terms and conditions of this Agreement and ATB Financial's Customer Privacy Code which is available at www.atb.com.

12.17 Amendments

Other than as required by law, ATB Financial may amend this Agreement at any time by giving the Customer notice of the change; and notice may be given before or after the change takes effect. If notice is given before the change takes effect, the Customer agrees and consents to the change upon conducting a transaction on the Account, including the use of ATB Online Business or of any Services after the date of the change. If notice is given after the change takes effect, use after the date of the notice constitutes a consent and agreement to such change.

12.18 Notice Provisions

Unless otherwise indicated, any notice required to be given by the Customer under this Agreement may be given to ATB Financial by the Customer provided it is in writing and conforms to authentication requirements, and such notice will be deemed to be effectively given if delivered personally (including delivery by courier), by mail or transmitted by facsimile to ATB Financial .

Any notice delivered personally will be deemed to have been given and received on the day it is delivered at such address provided such day is a Business Day (or if such day is not a Business Day, on the next Business Day). Any notice mailed to a party will be deemed to have been given and received on the third Business Day following the date of its mailing; provided that, during any period of mail service disruption, notice will be delivered personally or transmitted by facsimile. Any notice transmitted by facsimile to a party will be deemed given and received on the first Business Day following the date of transmission.

The Customer agrees to immediately notify ATB Financial of any changes to its name, or of any changes in directors, Authorized Contacts, Signing Officers, agents or address.

Internal Use Only

Transit #	
Account #	

ATB Business and Agriculture - Notice Demand Account – Withdrawal Notice Request

The undersigned hereby provides this form as a Withdrawal Notice under the Notice Demand Account Addendum for the amount and account specified below.

Company Name: _____

Effective Date*: _____

Amount to be withdrawn: _____

Transit #: _____

Account #: _____

Upon completion of the applicable Notice Period, you will have seven calendar days (the “**Availability Period**”) in which to action the available funds by;

1. ATB Online transfer to another ATB Financial Bank Account.
2. Electronic Wire Payment to send the funds to another account.

Cheques cannot be issued on a Notice Demand Account.

If the funds have not been actioned within the Availability Period, the funds will be subject to a new Notice Period and a new Withdrawal Notice must be submitted. Interest will continue to accrue during the Availability Period. Capitalized terms not defined herein have the meanings given in the Notice Demand Account Addendum.

*Effective Date is the date when funds can become available for transfer. The Effective date must follow a waiting period; the waiting period will vary depending on the type of account in which the funds were invested into (refer to the account addendum for detail). The waiting period start after the receipt of the Withdrawal Notice Request by ATB Financial.

Date: _____, 20____.

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

Internal Use Only	
Business Partner #:	
Notice Period:	_____ days



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	August 26, 2015
Presented By:	Grant Smith, Agricultural Fieldman
Title:	2015 Agricultural Fair Financial Update

BACKGROUND / PROPOSAL:

The 3rd Annual Mackenzie County Agricultural Fair and Tradeshow was held on August 7 & 8, 2015 at the Experimental Farm in Fort Vermilion. The event was a great success; many people from throughout the entire County were in attendance.

OPTIONS & BENEFITS:

Administration was asked to provide Council with a financial update pertaining to this event. Below is a table illustrating the approved 2015 expenses budgeted vs the actual amounts as of August 18, 2015. While the majority of costs are captured on the table, it is anticipated that there will be a few small invoices received within the next 30 days.

COSTS & SOURCE OF FUNDING:

	<i>2015 Budgeted</i>	<i>Actual (as of August 18, 2015)</i>
Revenue	\$23,425.00	\$34,513.50
Expense	\$35,000.00	\$43,534.52
Variance	-\$11,575.00	-\$9,021.02
2015 Budgeted VS Actual Expenses under budget by \$ 2553.98		

Author: Colleen Nate **Reviewed by:** Grant Smith **CAO:** JW

As the Mackenzie County Agricultural Fair and Tradeshow was scheduled during both regular works hours and after work hours, in order to ensure adequate staffing levels approximately 162.5 hours of overtime will be paid. Using an average of \$25/hour for employees, an estimated \$4062.50 will be paid out in wages.

SUSTAINABILITY PLAN:

COMMUNICATION:

NA

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the Agricultural Fair and Tradeshow financial update be received for information.

Author: Colleen Nate **Reviewed by:** Grant Smith **CAO:** JW



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	August 26, 2015
Presented By:	Joulia Whittleton, Chief Administrative Officer
Title:	Bylaw 1005-15 Fee Schedule Bylaw

BACKGROUND / PROPOSAL:

Administration has requested changes to Policy PW004 – Winter Road Maintenance with the implementation of the Snow Plowing Indicators and removal of the Flags, thus the Fee Schedule Bylaw requires amendments to reflect these changes.

OPTIONS & BENEFITS:

N/A

COSTS & SOURCE OF FUNDING:

N/A

SUSTAINABILITY PLAN:

N/A

COMMUNICATION:

If approved by Council, this change will be highlighted in the next issue of the County Image.

Author: Jennifer Batt Reviewed by: _____ CAO: JW

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That first reading be given to Bylaw 1005-15 being the Fee Schedule Bylaw for Mackenzie County.

Simple Majority Requires 2/3 Requires Unanimous

That second reading be given to Bylaw 1005-15 being the Fee Schedule Bylaw for Mackenzie County.

Simple Majority Requires 2/3 Requires Unanimous

That consideration be given to go to third reading of Bylaw 1005-15 being the Fee Schedule Bylaw for Mackenzie County at this meeting.

Simple Majority Requires 2/3 Requires Unanimous

That third reading be given to Bylaw 1005-15 being the Fee Schedule Bylaw for Mackenzie County.

Author: Jennifer Batt Reviewed by: _____ CAO: JW

BYLAW NO. 997-15-1005-15

**BEING A BYLAW OF THE
MACKENZIE COUNTY
IN THE PROVINCE OF ALBERTA
TO ESTABLISH A FEE SCHEDULE FOR SERVICES**

WHEREAS, pursuant to the provisions of the Municipal Government Act, Revised Statutes of Alberta, 2000, Chapter M-26, requires fees to be established by bylaw.

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

1. SHORT TITLE

This bylaw may be cited as the “Fee Schedule Bylaw”

2. That the fees for services be approved as follows:

ADMINISTRATION

Item	Amount	GST
Photocopying	\$0.25/sheet	Applicable
Laminating (up to 11 x 17")	\$10.00 per page	Applicable
Tax Certificates	\$25.00	N/A
Email, fax or written confirmation of assessment by legal description (legal description to be provided by a requestor in writing)	\$25.00/per request	Applicable
Compliance Certificates	\$50.00	N/A
Land Titles	As per Alberta Government rates in force at the time of the request plus 25% for administration	Applicable
County Ownership Maps 42" bond paper 50"-60" photo paper	\$25.00 \$90.00	Applicable
County Ownership Map Booklet –Laminated Individual Pages - Laminated	\$50.00 \$10.00	Applicable
Hamlet Maps Not laminated Laminated	\$10.00 \$40.00	Applicable

ADMINISTRATION CONT'D

Item	Amount	GST
Aerial Photos & Customized Prints	Size 8.5 x 11 to 11 x 17": black & white - \$5.00 color - \$10.00; Size over 11 x 17 up to 30 x 41.5" black & white - \$50.00 color - \$100.00	Applicable
Boardroom Rental (no charge to non-profit community groups)	\$50.00/day	Applicable
Council or other Board Minutes	\$5.00/set	Applicable

APPEAL FEES

Agricultural Appeal Board

Relevant Act	Amount	GST
Weed Control Act	\$500.00	N/A
Soil Conservation Act	\$50.00	N/A
Agricultural Pests Act	\$100.00	N/A

Note: The appeal fee shall be refunded to the appellant if the Board rules in favour of the appellant.

RELEASE OF INFORMATION (FOIPP REQUESTS)

Pursuant to the provisions of Section 95 of the Freedom of Information and Protection of Privacy Act RSA 2000, Chapter F-25, a local public body may set fees as required to process requests for information; however the fees must not exceed the fees provided for in the regulations.

Mackenzie County shall charge fees in accordance with the Freedom of Information and Protection of Privacy Regulation, AR186/2008, as amended from time to time or any successor Regulation that sets fees for requests for information from the Province.

BUSINESS LICENSES

Item	Amount	GST
Fees:		
Annual Business License (ABL) – Business Commencement until March 1 st – Mandatory	\$0.00	N/A
ABL – Subsequent Years – Mandatory	\$50.00	N/A
ABL – Amendment	\$25.00	N/A
ABL – Replacement	\$25.00	N/A
Penalties:		
No ABL (false information, etc.) – 1 st Offence	\$250.00	N/A
No ABL (false information, etc.) – 2 nd Offence	\$500.00	N/A
Failure to Comply with ABL – 1 st Offence	\$250.00	N/A
Failure to Comply with ABL – 2 nd Offence	\$500.00	N/A
Failure to Display ABL	\$50.00	N/A

DEVELOPMENT

Item	Amount	GST
Area Structure Plan	\$25.00 Hard Copy	Applicable
Municipal Development Plan	\$50.00 Hard Copy	Applicable
Land Use Bylaw	\$50.00 Hard Copy	Applicable
General Municipal Standards Manual	\$50.00 Hard Copy	Applicable
File Search	\$50.00	Applicable
Written Zoning Confirmation Request	\$25.00 Per Lot	Applicable
Compliance Request – Residential	\$50.00 Per Lot	Applicable
Compliance Request – Commercial/Industrial	\$75.00 Per Lot	Applicable
Revised Letter of Compliance (within 3 months)	50% of Full Price	Applicable
Rush Compliance Request (1-3 Business Days)	Double Listed Price	Applicable
Municipal Development Plan Amendment	\$2,000.00	N/A
Area Structure Plan Amendment	\$2,000.00	N/A
Land Use Bylaw Amendment	\$700.00	N/A
Land Use Bylaw Rezoning	\$400.00	N/A
Road Closure Bylaw	\$400.00	N/A
Bylaw Amendment Advertising & Notification Cost	Invoice According to Cost + 5% Administration Fee	Applicable
Development Permit - Other than Commercial or Industrial – Permitted Use	\$50.00	N/A
Development Permit - Other than Commercial or Industrial – Permitted Use with Variance	\$90.00	N/A
Development Permit - Other than Commercial or Industrial – Discretionary Use	\$90.00	N/A
Development Permit - Other than Commercial or Industrial – Discretionary Use with Variance	\$90.00	N/A
Development Permit – Commercial and Industrial – Permitted Use	\$100.00	N/A

DEVELOPMENT CONT'D

Item	Amount	GST
Development Permit – Commercial and Industrial – Permitted Use with Variance	\$150.00	N/A
Development Permit – Commercial and Industrial – Discretionary Use	\$150.00	N/A
Development Permit – Commercial and Industrial – Discretionary Use with Variance	\$150.00	N/A
Development Permit after Legal Counsel Intervention	Permit Cost Plus Legal Fee Cost	NA
Development Permit Time Extension	\$50.00	N/A
Development Prior to Development Permit Issuance	1 st Offence - \$250.00 Fine 2 nd Offence - \$500.00 Fine 3 rd Offence - \$1,000.00 Fine	N/A
Subdivision and Development Appeal (refundable if appeal is successful)	\$250.00	N/A
Subdivision Revision/Re-Advertising Fee	\$250.00	N/A
Subdivision Time Extension (Single Lot)	\$250.00	N/A
Subdivision Time Extension (Multi-Lot)	\$500.00	N/A
Subdivision or Boundary Adjustment Application (all or a portion of the subdivision application may be refundable at the discretion of the MPC)	\$700 + \$200/lot created	N/A
Rural Addressing Sign – required only after initial Rural Addressing Project is complete (required for all new rural yardsites, either at time of Subdivision or Development Permit approval, whichever occurs first)	\$70.00	Applicable

Note: Stop Orders will be issued and delivered to the site and/or the individual(s) conducting unauthorized development requiring all construction to cease immediately and to remain ceased until such time as the necessary Development Permit has been applied for and approved.

SAFETY CODES FEES

BUILDING PERMIT FEES

RESIDENTIAL	HOMEOWNER	CONTRACTOR
Main Floor (basement included)	\$0.65/sq ft	\$0.55/sq ft
Additional Storey's	\$0.40/sq ft	\$0.30/sq ft
Garages (Attached/Detached)/Sheds (over 200 sq ft)	\$0.40 sq/ft	\$0.30/sq ft
Additions	\$0.50/sq ft	\$0.40/sq ft
Relocation of a Building on a Basement or Crawlspace	\$0.60/sq ft	\$0.50/sq ft
Placement of House/Modular/Mobile Home/Garage/Addition only	\$175.00	\$150.00
Major Renovations (Any Structural Change)	\$0.50/sq ft	\$0.40 sq ft

Fireplaces/Wood Burning Appliances	\$175.00	\$150.00
Decks (Greater Than 2 Feet Above Grade)	\$175.00	\$150.00
Minimum Residential Building Permit Fee	\$175.00	\$150.00

COMMERCIAL/ INDUSTRIAL/ INSTITUTIONAL
\$6.00 per \$1,000 of project value
Minimum fee is \$300.00
Notes: 1. Project value is based on the actual cost of material and labour. 2. Verification of cost may be requested prior to permit issuance.

* SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560

SAFETY CODES FEES CONT'D

ELECTRICAL PERMIT FEES

RESIDENTIAL INSTALLATIONS		
Square footage of area to be wired	HOMEOWNER	CONTRACTOR
Up to 1200	\$218.50	\$184.00
1201 to 1500	\$287.50	\$218.50
1501 to 2000	\$327.75	\$276.00
2001 to 2500	\$362.25	\$299.00
2501 to 3000	\$391.00	\$322.00
3001 to 3500	\$419.75	\$345.00
3501 to 4000	\$437.00	\$368.00
4001 to 5000	\$460.00	\$402.50

DESCRIPTION	HOMEOWNER	CONTRACTOR
Mobile/Modular Home Connection only	\$115.00	\$86.25
Temporary and Underground Services (125 amps or less)	Contractor Required	\$86.25

* SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560

OTHER THAN NEW RESIDENTIAL		
INSTALLATION COST	HOMEOWNER	CONTRACTOR
\$0 – 300	\$97.75	\$86.25
\$301 – 500	\$109.25	\$97.75
\$501 – 1,000	\$120.75	\$109.25
\$1,001 – 1500	\$132.25	\$120.75
\$1,501 – 2,000	\$143.75	\$132.25
\$2,001 – 2,500	\$155.25	\$138.00
\$2,501 – 3,000	\$161.00	\$143.75
\$3,001 – 3,500	\$169.05	\$149.50

SAFETY CODES FEES CONT'D

INSTALLATION COST	HOMEOWNER	CONTRACTOR
\$3,501 – 4,000	\$179.40	\$155.25
\$4,001 – 4,500	\$198.95	\$165.60
\$4,501 – 5,000	\$203.55	\$170.20
\$5,001 – 5,500	\$219.65	\$182.85
\$5,501 – 6,000	\$230.00	\$192.05
\$6,001 – 6,500	\$238.05	\$198.95
\$6,501 – 7,000	\$248.40	\$207.00
\$7,001 – 7,500	\$258.75	\$216.20
\$7,501 – 8,000	\$269.10	\$224.25
\$8,001 – 8,500	\$278.30	\$232.30
\$8,501 – 9,000	\$288.65	\$240.35
\$9,001 – 9,500	\$299.00	\$249.55
\$9,501 – 10,000	\$309.35	\$257.60
\$10,001 – 11,000	\$317.40	\$264.50
\$11,001 – 12,000	\$327.75	\$273.70
\$12,001 – 13,000	\$338.10	\$281.75
\$13,001 – 14,000	\$348.45	\$290.95
\$14,001 – 15,000	\$357.65	\$297.85
\$15,001 – 16,000	\$378.35	\$304.75
\$16,001 – 17,000	\$388.70	\$315.10
\$17,001 – 18,000	\$396.75	\$324.30
\$18,001 – 19,000	\$407.10	\$331.20
\$19,001 – 20,000	\$419.75	\$339.25
\$20,001 – 21,000	Contractor required	\$348.45
\$21,001 – 22,000	Contractor required	\$350.75
\$22,001 – 23,000	Contractor required	\$359.95
\$23,001 – 24,000	Contractor required	\$368.00
\$24,001 – 25,000	Contractor required	\$377.20

SAFETY CODES FEES CONT'D

INSTALLATION COST	HOMEOWNER	CONTRACTOR
\$25,001 – 26,000	Contractor required	\$384.10
\$26,001 – 27,000	Contractor required	\$393.30
\$27,001 – 28,000	Contractor required	\$401.35
\$28,001 – 29,000	Contractor required	\$410.55
\$29,001 – 30,000	Contractor required	\$417.45
\$30,001 – 31,000	Contractor required	\$424.35
\$31,001 – 32,000	Contractor required	\$430.10
\$32,001 – 33,000	Contractor required	\$437.00
\$33,001 – 34,000	Contractor required	\$445.05
\$34,001 – 35,000	Contractor required	\$450.80
\$35,001 – 36,000	Contractor required	\$457.70
\$36,001 – 37,000	Contractor required	\$463.45
\$37,001 – 38,000	Contractor required	\$470.35
\$38,001 – 39,000	Contractor required	\$477.25
\$39,001 – 40,000	Contractor required	\$483.00
\$40,001 – 41,000	Contractor required	\$491.05
\$41,001 – 42,000	Contractor required	\$496.80
\$42,001 – 43,000	Contractor required	\$503.70
\$43,001 – 44,000	Contractor required	\$510.60
\$44,001 – 45,000	Contractor required	\$516.35
\$45,001 – 46,000	Contractor required	\$523.25
\$46,001 – 47,000	Contractor required	\$529.00
\$47,001 – 48,000	Contractor required	\$537.05
\$48,001 – 49,000	Contractor required	\$543.95
\$49,001 – 50,000	Contractor required	\$549.70
\$50,001 – 60,000	Contractor required	\$608.35
\$61,001 – 70,000	Contractor required	\$675.05
\$70,001 – 80,000	Contractor required	\$740.60

SAFETY CODES FEES CONT'D

INSTALLATION COST	HOMEOWNER	CONTRACTOR
\$80,001 – 90,000	Contractor required	\$807.30
\$90,001 – 100,000	Contractor required	\$872.85
\$100,001 – 110,000	Contractor required	\$906.20
\$110,001 – 120,000	Contractor required	\$954.50
\$120,001 – 130,000	Contractor required	\$1,005.10
\$130,001 – 140,000	Contractor required	\$1,054.55
\$140,001 – 150,000	Contractor required	\$1,104.00
\$150,001 – 160,000	Contractor required	\$1,153.45
\$160,001 – 170,000	Contractor required	\$1,204.05
\$170,001 – 180,000	Contractor required	\$1,252.35
\$180,001 – 190,000	Contractor required	\$1,302.95
\$190,001 – 200,000	Contractor required	\$1,351.25
\$200,001 – 210,000	Contractor required	\$1,385.75
\$210,001 – 220,000	Contractor required	\$1,451.30
\$220,001 – 230,000	Contractor required	\$1,500.75
\$230,001 – 240,000	Contractor required	\$1,550.20
\$240,001 – 250,000	Contractor required	\$1,600.80
\$250,001 – 300,000	Contractor required	\$1,748.00
\$300,001 – 350,000	Contractor required	\$1,913.60
\$350,001 – 400,000	Contractor required	\$2,079.20
\$400,001 – 450,000	Contractor required	\$2,244.80
\$450,001 – 500,000	Contractor required	\$2,409.25
\$500,001 – 550,000	Contractor required	\$2,574.85
\$550,001 – 600,000	Contractor required	\$2,740.45
\$600,001 – 650,000	Contractor required	\$2,906.05
\$650,001 – 700,000	Contractor required	\$3,070.50
\$700,001 – 750,000	Contractor required	\$3,236.10
\$750,001 – 800,000	Contractor required	\$3,401.70

SAFETY CODES FEES CONT'D

INSTALLATION COST	HOMEOWNER	CONTRACTOR
\$800,001 – 850,000	Contractor required	\$3,567.30
\$850,001 – 900,000	Contractor required	\$3,731.75
\$900,001 – 950,000	Contractor required	\$3,897.35
\$950,001 – 1,000,000	Contractor required	\$4,062.95

* SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560

ANNUAL ELECTRICAL PERMIT PROCESS

An Annual Electrical Permit may be issued to an establishment that employs a full time qualified Electrician or hires an electrical contractor to perform minor electrical upgrades or renovations (an electrical project value of less than \$10,000.00) on the premises identified on the permit application. Installations over \$10,000.00 in job value require a separate electrical permit.

The establishment shall maintain a current and accurate two-year record of all electrical upgrades or renovations and shall make it available to Mackenzie County upon request. The establishment is responsible for the electrical work required to satisfactorily complete the electrical installation covered by the permit.

A single Annual Electrical Permit may be issued to cover all minor electrical upgrades or renovations performed during a full calendar year or for a lesser period of time when required. The permit fee shall be based on a full calendar year.

ANNUAL ELECTRICAL PERMIT FEES	
Rating of Establishment (KVA)	Fee
100 or less	\$345.00
101 to 2,500	\$345.00 plus \$15.00 per 100 KVA over 100 KVA
2,501 to 5,000	\$759.00 plus \$12.00 per 100 KVA over 2,500 KVA
5,001 to 10,000	\$1,104.00 plus \$9.00 per 100 KVA over 5,000 KVA
10,001 to 20,000	\$1,621.50 plus \$6.00 per 100 KVA over 10,000 KVA
Over 20,000	\$2,311.50 plus 3.00 per 100 KVA over 20,000 KVA

* SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560

SAFETY CODES FEES CONT'D

GAS PERMIT FEES		
RESIDENTIAL INSTALLATIONS		
Number of Outlets	HOMEOWNER	CONTRACTOR
1	\$97.75	\$86.25
2	\$120.75	\$97.75
3	\$143.75	\$120.75
4	\$179.40	\$149.50
5	\$224.25	\$187.45
6	\$247.25	\$205.85
7	\$269.10	\$224.25
8	\$289.80	\$241.50
9	\$313.95	\$262.20
10	\$336.95	\$280.60
11	\$350.75	\$292.10
12	\$365.70	\$304.75
13	\$379.50	\$316.25
14	\$395.60	\$330.05
15	\$409.40	\$341.55
16	\$426.65	\$355.35
17	\$440.45	\$366.85
18	\$455.40	\$379.50
19	\$469.20	\$391.00
20	\$485.30	\$404.80
Add \$15.00 per outlet over 20		

* SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560

SAFETY CODES FEES CONT'D

GAS PERMIT FEES

RESIDENTIAL PROPANE TANK SET	HOMEOWNER	CONTRACTOR
Propane Tank Set	\$103.50	\$86.25
Additional Propane Tanks	\$15.00/tank	\$15.00/per tank
Temporary Heat	\$115.00	\$86.25

Grain Dryer	Contractor Required	\$287.50
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NON- RESIDENTIAL PROPANE TANK SET	HOMEOWNER	CONTRACTOR
Propane Tank Set	Contractor Required	\$86.25
Additional Propane Tanks	Contractor Required	\$15.00/per tank
Gas/Propane Cylinder Refill Center	Contractor Required	\$172.50

REPLACEMENT OF NON-RESIDENTIAL APPLIANCES	FEE
First Appliance Add \$15.00 for each additional appliance	\$80.50

* SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560

SAFETY CODES FEES CONT'D

GAS PERMIT FEES		
NON-RESIDENTIAL INSTALLATIONS		
BTU Input	HOMEOWNER	CONTRACTOR
0-100,000	Contractor Required	\$86.25
100,001-110,000	Contractor Required	\$97.75
110,001-120,000	Contractor Required	\$109.25
120,001-130,000	Contractor Required	\$143.75
130,001-140,000	Contractor Required	\$155.25
140,001-150,000	Contractor Required	\$166.75
150,001-170,000	Contractor Required	\$172.50
170,001-190,000	Contractor Required	\$178.25
190,001-210,000	Contractor Required	\$184.00
210,001-230,000	Contractor Required	\$189.75
230,001-250,000	Contractor Required	\$195.50
250,001-300,000	Contractor Required	\$201.25
300,001-350,000	Contractor Required	\$207.00
350,001-400,000	Contractor Required	\$218.50
400,001-450,000	Contractor Required	\$224.25
450,001-500,000	Contractor Required	\$230.00
500,001-550,000	Contractor Required	\$235.75
550,001-600,000	Contractor Required	\$241.50
600,001-650,000	Contractor Required	\$253.00
650,001-700,000	Contractor Required	\$264.50
700,001-750,000	Contractor Required	\$276.00
750,001-800,000	Contractor Required	\$287.50
800,001-850,000	Contractor Required	\$299.00
850,001-900,000	Contractor Required	\$310.50
900,001-950,000	Contractor Required	\$322.00
950,001-1,000,000	Contractor Required	\$333.50
Add \$8.00 for each 100,000 BTU (or portion thereof) over 1,000,000 BTU		

* SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560

SAFETY CODES FEES CONT'D

GAS PERMIT FEES

NON-RESIDENTIAL INSTALLATIONS		
TEMPORARY HEAT		
BTU Input	OWNER	CONTRACTOR
0 to 250,000	Contractor Required	\$86.25
250,001 to 500,000	Contractor Required	\$143.75
Over 500,000	Contractor Required	\$143.75 plus \$10.00 per 100,000 BTU (or portion thereof) over 500,000 BTU

* SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560

REPLACEMENT GAS APPLIANCES		
BTU Input	OWNER	CONTRACTOR
0 to 400,000	Contractor Required	\$92.00
400,001 to 1,000,000	Contractor Required	\$172.50
Over 1,000,000	Contractor Required	\$172.50 plus \$5.00 per 100,000 BTU (or portion thereof) over 1,000,000 BTU

SAFETY CODES FEES CONT'D

PLUMBING PERMIT FEES

RESIDENTIAL INSTALLATIONS		
Number of Fixtures	HOMEOWNER	CONTRACTOR
1	\$97.75	See contractor fees
2	\$109.25	See contractor fees
3	\$120.75	See contractor fees
4	\$132.25	See contractor fees
5	\$143.75	See contractor fees
6	\$155.25	See contractor fees
7	\$161.00	See contractor fees
8	\$171.35	See contractor fees
9	\$188.60	See contractor fees
10	\$202.40	See contractor fees
11	\$213.90	See contractor fees
12	\$224.25	See contractor fees
13	\$234.60	See contractor fees
14	\$247.25	See contractor fees
15	\$257.60	See contractor fees
16	\$269.10	See contractor fees
17	\$281.75	See contractor fees
18	\$289.80	See contractor fees
19	\$302.45	See contractor fees
20	\$313.95	See contractor fees
Add \$8.00 for each fixture over 20		

* SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560

SAFETY CODES FEES CONT'D

PLUMBING PERMIT FEES

Number of Fixtures	CONTRACTOR
1	\$86.25
2	\$97.75
3	\$103.50
4	\$109.25
5	\$120.75
6	\$126.50
7	\$132.25
8	\$142.60
9	\$157.55
10	\$169.05
11	\$178.25
12	\$187.45
13	\$195.50
14	\$205.85
15	\$215.05
16	\$224.25
17	\$234.60
18	\$241.50
19	\$251.85
20	\$262.20
21	\$269.10
22	\$278.30
23	\$285.20
24	\$292.10
25	\$301.30

Number of Fixtures	CONTRACTOR
26	\$308.20
27	\$315.10
28	\$324.30
29	\$331.20
30	\$338.10
31	\$347.30
32	\$355.35
33	\$361.10
34	\$370.30
35	\$378.35
36	\$385.25
37	\$393.30
38	\$401.35
39	\$410.35
40	\$416.30
41	\$424.35
42	\$433.55
43	\$439.30
44	\$447.35
45	\$456.55
46	\$462.30
47	\$470.35
48	\$479.55
49	\$485.30
50	\$493.35

* SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560

SAFETY CODES FEES CONT'D

PLUMBING PERMIT FEES

Number of Fixtures	CONTRACTOR
51	\$500.25
52	\$506.00
53	\$511.75
54	\$517.50
55	\$525.55
56	\$532.45
57	\$537.05
58	\$543.95
59	\$549.70
60	\$556.60
61	\$561.20
62	\$568.10
63	\$575.00
64	\$580.75
65	\$586.50
66	\$592.25
67	\$600.30
68	\$606.05
69	\$611.80
70	\$617.55
71	\$624.45
72	\$631.35
73	\$635.95
74	\$642.85
75	\$648.60

Number of Fixtures	CONTRACTOR
76	\$655.50
77	\$660.10
78	\$667.00
79	\$675.05
80	\$680.80
81	\$683.10
82	\$686.55
83	\$688.85
84	\$692.30
85	\$694.60
86	\$699.20
87	\$701.50
88	\$704.95
89	\$709.55
90	\$710.70
91	\$713.00
92	\$716.45
93	\$721.05
94	\$723.35
95	\$726.80
96	\$730.25
97	\$733.70
98	\$734.85
99	\$738.30
100	\$741.75

Add \$1.00 for each fixture over 100

* SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560

SAFETY CODES FEES CONT'D

PRIVATE SEWAGE TREATMENT SYSTEMS

DESCRIPTION OF WORK	HOMEOWNER	CONTRACTOR
Holding Tanks and Open Discharges	\$200.00	\$200.00
Fields, Mounds, Sand Filters, Treatment Tanks, etc	\$275.00	\$275.00

* SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560

OTHER CHARGES AND PAYMENTS

Mackenzie County will collect all permit fees and no remuneration will be remitted to the contracted Safety Codes Agency until such time as the permit is closed in accordance with Mackenzie County's Quality Management Plan (QMP). The contracted Safety Codes Agency will invoice and return closed permits to the County on a monthly basis.

Charges for additional services are as follows:

DESCRIPTION OF SERVICE	HOURLY CHARGE
Appeal services	\$75.00
Audit Representation	No charge
Code Seminars	No charge
Consultative Services	\$75.00
Emergency Services	\$125.00
Enforcement Services	No charge
Investigation Services	\$125.00
Public Works Complaints	No charge

Additional Inspection Services

In addition to addressing the needs of Mackenzie County's Accreditation, the contracted Safety Codes Agency shall offer to the residents of the County the full spectrum of Inspection Services, including:

- Wood Stove Inspections,
- Progress Payment Inspections (Bank Inspections),
- Private Home Inspections for real estate deals (all disciplines),
- Insurance Inspections,
- Electrical Equipment Approvals,

SAFETY CODES FEES CONT'D

- New Code Book Sales, and
- Code Seminars in all disciplines for local contractors.

These types of inspections may not be required under County Accreditation but are, none the less, important services Mackenzie County's residents need on a fairly regular basis. These fees shall be at a competitive rate and billed directly to the customer.

MISCELLANEOUS

DESCRIPTION	FEE
Permit Cancellation – before plan review complete	Complete refund minus \$50
Permit Cancellation – after plan review complete	65% of permit fee
Amendments to Permit Application	Any additional fees shall be payable and any decrease in permit fees over \$20 shall be refunded
Additional Inspection (within 100 km radius)	\$75.00
Additional Inspection (over 100 km radius)	\$125.00
Permit Extension Requests	Shall be provided in writing and must contain reason for request and additional time requested. Permit extensions, where granted, shall be provided in writing.
Contractor's failure to obtain the proper permits, for the discipline in which they practice, prior to work commencement – due to negligence and/or repeat offences.	2 times the fee shown in the Fee Schedule Bylaw

PUBLIC WORKS

Item	Amount	GST
Winter Snowplowing Indicator Sign	\$15.00	Applicable
Winter Maintenance Flags Snowplowing Service	\$20.00 /up to 1/4 mile (400m)	Applicable
Senior/Handicapped Winter Snowplowing Indicator Sign	No Charge	N/A
Senior/Handicapped Snowplow Flags Service (Where the Senior/Handicapped person lives in a rural residence where all other persons, excluding spouse or dependent, residing on the property are also Senior Citizens or Handicapped persons)	No Charge	N/A
Dust Control Calcium Chloride	\$500/200 linear meters per application	Applicable
Dust Control for Seniors	No Cost.	
TRAVIS Permits for Over Weight and Over Dimensional Vehicles on the following roads: <ul style="list-style-type: none"> • 88 Connector • Assumption (Chateh) • Fox Lake Road • Wadlin Lake Road • Watt Mountain Road (Hutch Lake) • Zama Access 	\$35.00 Non-Refundable	N/A

EQUIPMENT AND LABOUR

Item	Amount	GST
Sewer Auger	\$20.00 per hour \$100.00 per 24 hours	Applicable
Water Line Thawing Unit	\$20.00 per hour \$100.00 per 24 hours	Applicable
Sewer Line Camera	\$150.00 per hour (minimum charge \$350.00)	Applicable
Sanding Unit & Tandem Truck	\$110.00/hour (minimum charge 1 hr)	Applicable
Alberta Agriculture's Irrigation Pump/Pipe	\$300.00/48 hours \$100.00/each additional 24 hours	Applicable
Labour	\$25.00 per hour (minimum charge 1 hr.)	Applicable

Weed Eater	\$30.00 per hour (minimum charge 1 hr.)	Applicable
35 HP Tractor Mower 6'	\$50.00 per hour (minimum charge 1 hr.)	Applicable

EQUIPMENT AND LABOUR CONT'D

Item	Amount	GST
75 HP Tractor Mower 15'	\$75.00 per hour (minimum charge 1 hr.)	Applicable

Note: County equipment that is not listed in this bylaw will be charged according to the current Alberta Roadbuilders and Heavy Equipment Association Equipment Rental Rates Guide.

AIRPORTS

Item	Amount	GST
Fuel Flow Charge	\$0.045 per liter for each liter of aviation fuel dispensed	Applicable
Land lease fee for hangars and associated uses	Fort Vermilion Airport – \$1.25 per square meter annually; La Crete Airport – \$1.30 per square meter annually	Applicable
Long Term Aircraft Parking (30 days or more)	\$250.00 annually (no power)	Applicable
Aircraft & Vehicle Parking	\$5.00 per day (power)	Applicable
Terminal Fees	No charge	N/A
Landing Fees	No charge	N/A

SOLID WASTE

Section 1: Commercial, Construction, Industrial & Institutional Solid Waste Fees

At Regional Landfill	
Current rate as set by the Mackenzie Regional Waste Management Commission	
At Transfer Station	
pickup truck (partial load)	\$5.00
pickup truck (full load)	\$10.00
Single axle larger than 1 ton	\$30.00
Trailers shorter than 8'	\$10.00
Trailers 8' - 20'	\$30.00
Trailers over 20'	\$50.00
Untarped loads of commercial, construction, industrial and/or institutional material	\$50.00
Tandem or tridem axle trucks are to be directed to the regional landfill.	

Definitions:

- a) **“Commercial waste”** means any waste generated from businesses such as stores, garages, hotels, motels and restaurants.
- b) **“Construction waste”** waste generated due to construction/ demolition/renovation of property and or buildings.
- c) **“Industrial waste”** means any waste generated from an industry such as forestry and energy.
- d) **“Institutional”** is waste generated from institutions such as hospitals, schools, long-term care facilities and lodges.

Note: Residential and farming garbage (not including construction waste) is exempt from charges.

Note: Mackenzie County reserves the right to control the type and nature of refuse which may be deposited at the transfer station and no refuse may be deposited at the transfer station except in accordance with the transfer station operations manual.

SOLID WASTE CONT'D

Section 2: Residential Waste Collection – Hamlet of La Crete

Residential Waste	Fees
Monthly Collection Waste	\$5.95 per month per residence
One-Time Use Refuse Bin Tags	\$1.50 per tag

The fees are applicable to all residential properties identified in the County's Hamlet Residential Waste Collection Bylaw.

PARKS

Section 1: General Park Fees

Day Use	Overnight	Weekly	Shelter Rent	Seasonal or Monthly Camping Stalls	Marina Dock Rental
Wadlin Lake					
No Charge	\$20	\$120	\$50/day for shelter rental	N/A	\$8/day with camping stall; \$10/day without camping stall
Machesis Lake					
No Charge	\$20	\$120	\$50/day for shelter rental	Non-Serviced: \$200/Month	N/A
Hutch Lake					
No Charge	\$20	\$120	\$50/day for shelter rental	N/A	N/A
Zama Community Park					
No Charge	Non-Serviced: \$10 Partially Serviced: \$15 Fully Serviced: \$20	Non-Serviced: \$60 Partially Serviced: \$90 Fully Serviced: \$100	\$50/day for shelter rental	<u>Monthly:</u> Non-Serviced: \$200 Partially Serviced: \$275 Fully Serviced: \$400	N/A
Tourangeau Lake					
No Charge	N/A	N/A	N/A	N/A	N/A
Fort Vermilion Bridge Campsite					
No Charge	N/A	N/A	N/A	N/A	N/A

PARKS CONT'D

Section 2: Penalties

The voluntary payment, which may be accepted in lieu of prosecution for a contravention of any of the sections set out below, shall be the sum set out opposite the section number:

Section (Municipal Parks Bylaw)	Offence	Penalty
Section 3.1 (a)	Fail to keep land in a clean/tidy condition	\$50.00
Section 3.1 (b)	Fail to comply with lawfully posted signs and/or notices	\$50.00
Section 3.2	Fail to restore land to a clean/tidy condition when vacating park	\$50.00
Section 3.3(a)	Interfere with others quiet enjoyment of park	\$50.00
Section 3.3(b)	Deface/injure/destroy object in park	\$75.00
Section 3.3(c)	Excavate or remove plants/plant fixtures from a park	\$75.00
Section 3.3(d)	Remove park equipment	\$75.00
Section 3.3(e)	Unauthorized display signs/ads in park	\$25.00
Section 3.3(f)	Remove/damage etc. authorized signs/notices in park	\$50.00
Section 3.3(g)	Bathe/clean clothing/ fish/utensils etc. at/near drinking fountain/pump in park	\$25.00
Section 3.4	Unauthorized construction in park	\$50.00
Section 3.5	Unauthorized business in park	\$50.00
Section 4.1	Failure to register when entering park	\$50.00
Section 4.2	Failure to obtain camping permit	\$50.00
Section 4.7	Camping in area not designated for that purpose	\$50.00
Section 4.8	Alteration of camping permit	\$50.00
Section 4.9	Failure to produce camping permit upon request	\$50.00
Section 4.12/4.13	Unauthorized combination of vehicles in campsite	\$50.00
Section 4.14	Camping more than fourteen consecutive days	\$50.00
Section 4.18	Failure to vacate site	cost recovery
Section 4.21	Remain in day use area after 11:00 p.m.	\$50.00
Section 6.1	Unlawfully enter/remain in park	\$50.00
Section 7.1	Set, light, or maintain fire in unauthorized place	\$50.00
Section 7.3	Set, light, or maintain fire after signs/notices have been erected prohibiting same	\$50.00

PARKS CONT'D

Section 2: Penalties Cont'd

Section (Municipal Parks Bylaw)	Offence	Penalty
Section 7.4	Leave fire unattended/allow to spread	\$50.00
Section 7.5	Deposit/dispose of hot coals/ashes etc. in unauthorized place	\$50.00
Section 7.6	Fail to extinguish fire etc. before leaving	\$50.00
Section 7.7	Remove firewood from a park	\$100.00
Section 8.1	Operate off-highway vehicle where prohibited	\$50.00
Section 8.2	Enter park when prohibited	\$50.00
Section 8.3	Parking in a manner or location that impedes traffic	\$50.00
Section 8.4	Exceed posted speed limit	\$50.00
Section 9.1(a)	Animal running at large	\$50.00
Section 9.1(b)	Animal in prohibited area	\$50.00
Section 9.7	Bring/allow horse/pony etc. unauthorized into the park	\$100.00
Section 10.1(a)	Deposit waste matter in unauthorized area of park	\$50.00
Section 10.1(b)	Deposit waste water or liquid waste in unauthorized area	\$250.00
Section 10.1(c)	Dispose of commercial/residential waste in park	\$50.00
Section 10.2	Fail to carry waste matter from areas in park without receptacles	\$50.00
Section 11.3	Attempt to enter park within 72 hours of removal from a park	\$100.00
Section 12.1	Discharging of firearm	\$100.00
Section 12.2	Improper storage of firearm	\$75.00
Section 12.3	Hang big game in park	\$50.00

Note:

Every person who contravenes a section of the Municipal Parks Bylaw is guilty of an offence and liable to the penalty as set out above or, on summary conviction to a fine not exceeding two thousand dollars (\$2,000.00) or imprisonment for a term of not more than six (6) months or to both a fine and imprisonment (in accordance with Provincial Regulations).

TRAFFIC REGULATIONS

Traffic Regulation Bylaw Part 2: Parking

Section	Offence	Fine
Section 3(1)(a)	Prohibited Parking – Emergency Exit Door	\$50.00
Section 3(1)(b)	Prohibited Parking – Entrance to Emergency Service	\$50.00
Section 4(1)	Park in No Parking Zone Prohibited by Traffic Control Device	\$30.00
Section 4(2)	Park in No Parking Zone During Prohibited Times	\$30.00
Section 5 (2)	Park in No Parking Zone Prohibited by Temporary Traffic Control Device	\$30.00
Section 6	Stop in a No Stopping Zone Prohibited by Traffic Control Device	\$30.00
Section 7(2)	Park in a Disabled Person’s Parking Space	\$50.00
Section 8(2)	Park in Fire Lane	\$50.00
Section 9	Park an Unattached Trailer on Highway	\$30.00
	Park in Alley	\$30.00

Traffic Regulation Bylaw Part 3: Rules for Operation of Vehicles

Section	Offence	Fine
Section 11(1)	Drive Tracking Vehicle on Highway Without Authorization	\$100.00
Section 11(2)	Fail to Produce Tracked Vehicle Authorization	\$50.00

Traffic Regulation Bylaw Part 4: Controlled and Restricted Highways

Section	Offence	Fine
Section 13(1)	Operate / Park Heavy Vehicle in Prohibited Area	\$75.00

Traffic Regulation Bylaw Part 5: Miscellaneous

Section	Offence	Fine
Section 14	Proceed Beyond Designated Point Near Fire	\$50.00
Section 15(1)	Cause Damage to Street Furniture	Court
Section 15(2)	Cause Damage to Highway	Court
Section 15(3)	Damage Costs for Sections 14(1) / 14(2)	amount expended

TRAFFIC REGULATIONS CONT'D

Note:

Every person who contravenes a section of the Traffic Regulation Bylaw is guilty of an offence and shall forfeit and pay a penalty as set out above or on summary conviction to a fine not exceeding Two Thousand Dollars (\$2,000.00) and/or imprisonment for not more than six (6) months.

Off-Highway Vehicles Bylaw Offences

Section	Offence	Fine
Section 5 (d)	Contravenes Off-Highway Vehicles Bylaw (First Offence)	\$50.00
Section 5 (e)	Contravenes Off-Highway Vehicles Bylaw (Second Offence)	\$100.00

FIRE SERVICES FEES

Provincial Roadways Incidents

If costs are not recovered from the responsible party or their insurance company, Alberta Transportation Policy #TCE-DC-501 (v3) states that Alberta Transportation is to be invoiced for recovery of services at the following rates:

Item	Amount
<i><u>Response fees including man power:</u></i>	
Pumper Unit	\$610.00 per hour
Ladder Unit (Aerial)	\$610.00 per hour
Tanker Unit	\$610.00 per hour
Rescue Unit	\$610.00 per hour
Command Unit	\$180.00 per hour
Contracted Services (i.e water haulers, equipment, labour, etc.)	Road Builders Rates

ESRD Provincial Incidents – as per Mutual Aid Agreement

Item	Amount
Pumper Unit	\$400.00 per hour
Ladder Unit (Aerial)	\$400.00 per hour
Tanker Unit	\$400.00 per hour
Rescue Unit	\$400.00 per hour

FIRE SERVICES FEES CONT'D

Item	Amount
Command Unit	\$200.00 per hour
Contracted Services (i.e water haulers, equipment, labour, etc.)	Road Builders Rates
<i><u>Manpower Fee:</u></i>	
Officers	\$50.00 per man hour
Firefighter	\$50.00 per man hour

Other Incidents:

Item	Amount
<i><u>Response fees including man power:</u></i>	
Pumper Unit	\$200.00 per hour
Ladder Unit (Aerial)	\$200.00 per hour
Tanker Unit	\$200.00 per hour
Rescue Unit	\$200.00 per hour
Contracted Services (i.e water haulers, equipment, labour, etc.)	Cost plus 15%
Consumable Items	Cost plus 15%
<i><u>Manpower Fee:</u></i> (if only manpower is requested/needed)	
Officers	\$25.00 per man hour
Firefighter	\$20.00 per man hour

Note:

- a) Travel time to and from the scene of an accident for non-provincial responses shall be free of charge;
- b) A residential invoice shall not exceed \$5,000 per incident. Residential means property that is not classed as farm land, machinery and equipment or non-residential by the County's assessor and as described in Municipal Government Act. When a titled property has multiple structures such as a residential and non-residential structure, a determination shall be made regarding origin of the fire by the Fire Chief. If the fire originated from the residential structure, the \$5,000 limit per incident shall apply.

FIRE SERVICES FEES CONT'D

False Alarms

Item	Amount
Response to False Alarm 1 st Call	No charge
(within same year as 1 st Call) 2 nd Call	\$100.00
(within same year as 1 st Call) 3 rd Call	\$200.00
(within same year as 1 st Call) 4 th Call	\$300.00

Other Fees

Item	Amount
Violation Ticket*– 1 st Offence	\$250.00
Violation Ticket* – 2 st and Subsequent Offences	\$500.00
Fire Works Permit (no charge to non-profit groups)	\$50.00 per permit
Filling of Air Cylinders (breathing air)	
Small cylinder (30 min)	\$25.00
Cascade cylinder	\$100.00
Water Flow Testing Reports	\$100.00
File Search (fire inspections and investigations)	\$35.00 per search
Fire Permit	No charge
Fire Inspection Services Within the County	\$50.00 per hour plus expenses
Fire Inspection Services Outside of the County	\$75.00 per hour plus expenses
Re-inspection with Outstanding Fire Code Violations	\$50.00 per visit
Training course(s) to other individuals/groups	Cost plus \$15% administrative fee
Expert Witness Services – Civil Litigation	\$25.00 per hour to a maximum of \$350.00 per day plus expenses
Occupant Load Determination (no charge to non-profit groups)	\$100.00 per certificate

**As specified in Fire Services Bylaw*

Note:

- a) Every person who violates a provision of Fire Services Bylaw is guilty of an offense and is punishable upon summary conviction, to a fine not exceeding two thousand dollars (\$2,000.00) or to a term of imprisonment not exceeding one (1) year or to both.
- b) Nothing shall prevent a Peace Officer from:

FIRE SERVICES FEES CONT'D

- (i) immediately issuing a Violation Ticket for the mandatory Court appearance to any person who contravenes any provision of the Mackenzie County Fire Services Bylaw, or
- (ii) issuing a Voluntary Payment ticket in lieu of a mandatory Court appearance for \$100.00.

DOG CONTROL FEES

Fees & Penalties	General	Dogs	Dangerous Dogs
Failure to obtain a valid license penalty		\$35.00	\$50.00
Failure to wear a dog tag penalty	\$35.00		
<i>Annual Fees</i>			
– neutered male or spayed female		\$10.00	\$50.00
– unneutered male or unspayed female		\$25.00	\$100.00
<i>Lifetime Fee</i>			
– neutered male or spayed female		\$50.00	\$50.00
– unneutered male or unspayed female		\$200.00	\$200.0
Replacement for misplaced, lost, or stolen dog tag	\$5.00		
Failure to obtain a kennel license penalty	\$50.00		
Dog running at large – <i>Handling fee</i>			
1 st offence		\$50.00	\$500.00
2 nd offence		\$100.00	\$1,000.00
3 rd offence and subsequent		\$200.00	\$1,500.00
Bite a person penalty		\$250.00	\$1,000.00
Injure a person penalty		\$250.00	\$1,000.00
Chase of threaten a person penalty		\$150.00	\$1,000.00
Bite, bark at, chase stock, bicycles, wheelchairs, or other vehicles penalty		\$250.00	\$1,000.00

DOG CONTROL FEES CONT'D

Fees & Penalties	General	Dogs	Dangerous Dogs
Bark, howl or disturb any person penalty			\$50.00
Worry or annoy any other animal penalty	\$50.00		
Damage to public or private property penalty		\$50.00	\$250.00
Upset waste receptacles or scatter contents thereof (Section 1. (b) or Dog Control Bylaw)	\$100.00		
Leave dog unattended in motor vehicle penalty		\$50.00	\$250.00
Fail to provide water, food, shelter or proper care penalty	\$100.00		
Abuse or abandonment of dog penalty	\$250.00		
Dog in prohibited areas as set by Council penalty	\$100.00		
Failure to report dog with a communicable disease penalty	\$100.00		
Failure to confine a dog with a communicable disease penalty	\$100.00		
Failure to keep dog confined for nor less than ten (10) days penalty	\$50.00		
Interfere or threaten an Animal Control Officer penalty	\$250.00		
Induce a dog or assist a dog to escape capture penalty	\$250.00		
Falsely represent him/herself as being in charge of a dog penalty	\$100.00		
Allow, or attempt to allow, a dog(s) to escape from a vehicle, cage, or lice trap penalty	\$100.00		
Remove or attempt to remove a dog from an Animal Control Officer penalty	\$250.00		
Unconfined female dog in heat penalty	\$50.00		
Failure to remove defecation	\$50.00		
Impoundment fees (to be verified with the veterinarian)		Amount expended	Amount expended
Veterinary fees (to be verified with the veterinarian)		Amount expended	Amount expended
Destruction of dog fees (to be verified with the veterinarian)		Amount expended	Amount expended
Failure to keep a dangerous dog(s) confined penalty			\$500.00
Improper pen or other structure penalty			\$200.00

DOG CONTROL FEES CONT'D

Fees & Penalties	General	Dogs	Dangerous Dogs
Give false information when applying for dangerous dog license penalty			\$500.00
Failure to keep dangerous dog muzzled penalty			\$500.00
Failure to harness of leash a dangerous dog properly penalty			\$500.00
Failure to keep a dangerous dog under the control of an adult person penalty			\$500.00

No penalties will be levied for “dog at large: under part 4 section 18 or 22 if impoundment fee and handling fees are paid.

Note:

- a) Any person who contravenes, disobeys, refuses or neglects to obey any provisions of this Bylaw is guilty of an offense and is liable on summary conviction to a fine not exceeding two thousand dollars (\$2,000) in addition to any other fees according to Mackenzie County Fee Schedule Bylaw, and in default of payment to imprisonment for a term not exceeding ninety (90) days.

WATER/SEWER RATES, PENALTIES, AND FEES AND DEPOSITS

Water/Sewer Standard Rates

Rate Description	Water Rates	Sewer Rates
Rates for Metered Users	\$37.04/month plus \$3.18 per m ³ of consumption	\$31.52/month plus \$0.73 per m ³ of water consumption
Rates for Cardlock Users (treated water)	\$3.18 per m ³ of consumption	\$0.73 per m ³ of water consumption
Rates for Cardlock Users (raw water)	\$2.31 per m ³ of consumption	N/A
High Level South Waterline	As per agreements	N/A

Penalties

One time 10% penalty will be charged on all current charges if the utility bill is not paid by the due date.

WATER/SEWER RATES, PENALTIES, AND FEES AND DEPOSITS CONT'D

Rural Potable Water Line Rates – Tie-in Directly to the Trunk Line

CLASS A

Water/Sewer Standard Rates*:

Rate Description	Water Rates	Sewer Rates
Rates for Metered Users	\$37.04/month plus \$3.18 per m ³ of consumption	\$0.73 per m ³ of water consumption

*Class A applies to those that paid the fee in full for rural water tie-in directly to the trunk line** either through a lump sum payment of \$8,000 or by paying the phased rate.*

CLASS B

Water/Sewer Standard Rates* **PLUS** \$141.98 per month (*the phased rate for a maximum five-year period per tie-in*):

Rate Description	Water Rates	Sewer Rates	Phased Rate
Rates for Metered Users	\$37.04/month plus \$3.18 per m ³ of consumption	\$0.73 per m ³ of water consumption	\$133.34 per month

*Class B applies to those that have not yet paid the fee for rural water tie-in directly to the trunk line***

*Monthly sewer rate of \$31.52 does not apply to customers that are not connected to the sewer collection system

**Fee for rural water tie-in directly to the trunk line does not include the actual costs of service installation to the property line, a metering chamber and a meter, which must be paid prior to tie-in

Fees and Deposits

Description	Fee Amount
Application fee for new account move in	\$50.00
Transfer from one account to another	\$50.00
Reconnection of account due to non-payment of account	\$50.00

Description	Fee Amount
Fee for services required upon the request of the customer <u>within</u> the one (1) working day requirement (see Water & Sewer Services Bylaw)	\$50.00
Fee for hamlet water and/or sewer service tie-in	\$100.00
Fee for hamlet water and/or sewer main tie-in	\$500.00 plus cost of installation
Fee for rural water tie-in directly to the trunk line PLUS the actual costs of service installation to property line, a metering chamber and a meter	\$8,000.00
Fee for rural water tie-in to a lateral extension PLUS the actual costs of service installation to property line, a metering chamber and a meter	Cost recovery as determined for the specific areas and per Policy UT006 Water Servicing
Fee for rural water multi-lot subdivision PLUS the actual costs of service installation to property line, a metering chamber and a meter	\$2,800.00/lot
Fee for water meter testing. Refundable if variance of meter reading is greater than 3%.	\$100.00
Fee for County employee services during regular working hours required to construct, repair, inspect, or service where the responsibility for work was borne by the developer, consumer or corporation	\$75.00/hr (minimum 1 hr charge)
Fee for after hour emergency call out of County employee for services born by the consumer	\$100.00/hr (minimum 1 hr charge)
Deposit for cardlock	\$100.00 for residential \$500.00 for commercial
Lagoon Sewage Disposal Fees (agreement required)	\$25.00/Load–Single Axle Unit \$50.00/Load-Tandem Axle Unit \$75.00/Load-All units larger than tandem axle units including pup trailers

WATER/SEWER RATES, PENALTIES, AND FEES AND DEPOSITS CONT'D

- (i) Deposits may be transferable from one service to another by the same consumer.
- (ii) The fee shall be retained by Mackenzie County and applied against any outstanding balance upon disconnection of the service. In the event there is no outstanding balance or service charges remaining on the account upon disconnection of the service, Mackenzie County shall refund money to the customer within forty (40) days.
- (iii) In any case money deposited with Mackenzie County as a guarantee deposit remains unclaimed for a period of five years after the account of the consumer so depositing has been discontinued, the amount of the deposit shall be transferred to the general revenue account of Mackenzie County.
- (iv) Mackenzie County remains liable to repay the amount of the deposit to the person lawfully entitled thereto for a period of ten years next following the discontinuance of the account but after the ten year period the deposit becomes the absolute property of Mackenzie County free from any claim in respect thereof.

Meter Fees

Size of Meter	Cost of Meter and Install
5/8"	\$400.00
3/4" Residential	\$440.00
3/4" Commercial	\$520.00
1"	\$620.00
1 1/2"	\$980.00
2"	\$1,260.00

* 15% administrative fee is included in all meter costs.

** The consumer will be given the option of paying the complete cost upon application, having the cost applied to their first water bill, or having the cost applied to their water bill in 6 equal payments.

*** Meters of a greater size than identified above will be dealt with on an individual basis.

WATER/SEWER RATES, PENALTIES, AND FEES AND DEPOSITS CONT'D

Fines for Water/Sewer

The voluntary payment, which may be accepted in lieu of prosecution for a contravention shall be the sum as set in the following table:

DESCRIPTION	PENALTY
Failing to connect to Municipal Utility	\$2,500.00
Failing to provide grease, oil & sand traps & maintain catch basins	\$1,000.00
Interfering/Tampering with Municipal Utility	\$2,500.00
Operation or use of Municipal Utility without authorization	\$250.00
Failing to allow County staff or agent to enter premises	\$250.00
Failing to maintain water or sewer system	\$100.00
Failure to use proper material	\$250.00
DESCRIPTION	PENALTY
Failure to install sewer backflow preventer	\$150.00
Failure to install cross connection control device	\$500.00
Failure to execute proper tapping or backfilling	\$250.00
Covering a water or sewer system prior to inspection	\$250.00
Failure to uncover a water or sewer system at the request of an authorized employee after it has been covered	\$500.00
Failure to report broken seal to County	\$50.00
Obstruction of Fire Hydrants/Valves	\$100.00
Illegal disposal of water	\$1,500.00
Well or other source of water supply	\$250.00
Illegal disposal in sewer or storm drainage system	\$2,500.00
Bringing sprayer equipment onto the potable water truckfill station (applicable to the Fort Vermilion location)	\$500.00

Note: A person who contravenes a provision of the Water and Sewer Bylaw is guilty of an offence and liable on summary conviction to the penalty as prescribed in this Bylaw or, on summary conviction to a fine not less than fifty (\$50.00) dollars and not more than five thousand (\$5,000.00) dollars, and in the event of a failure to pay the fine to imprisonment for a period not exceeding six (6) months.

3. Fees to neighbouring local governments may be subject to mutual aid agreements.
4. This Bylaw shall come into force and effect upon receiving third reading.
5. This Bylaw repeals Bylaw ~~995-15~~ ~~997-15~~ Fee Schedule.

In the event that this bylaw is in conflict with any other bylaw, this bylaw shall have paramountcy.

READ a first time this day of , 2015.

READ a second time this day of , 2015.

READ a third time and finally passed this day of , 2015.

Bill Neufeld
Reeve

Joulia Whittleton
Chief Administrative Officer



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	August 26, 2015
Presented By:	Joulia Whittleton, Chief Administrative Officer
Title:	2015 Municipal Census

BACKGROUND / PROPOSAL:

Section 57 of the *MGA* authorizes municipalities to conduct a census. Mackenzie County requested and received a Ministerial approval to conduct a municipal census including a shadow population count. The shadow population is defined as temporary residents who live and work in Mackenzie County in an industrial or commercial establishment for a minimum of 30 days within the census year. In order to include the shadow population count in its municipal censuses, the population must be significant – a minimum of 1,000 or 10 percent of the permanent resident count.

OPTIONS & BENEFITS:

The County’s 2015 population count excluding the shadow population is:

Ward	Population
W1	1,284
W2	1,694
W3	3,376
W4	1,073
W5	1,515
W6	615
W7	603
W8	526
W9	864
W10	200
Total	11,750

Mackenzie County’s population has increased by 7% since the last federal census.

Author: _____ Reviewed by: _____ CAO: JW

The County's shadow population was below the required threshold (approximately 700 people) and therefore cannot be included in the final census figures.

In order for the County's new population count (as presented in the above table) to become official, the completed form (attached) must be submitted to Alberta Municipal Affairs on or before September 1, 2015.

COSTS & SOURCE OF FUNDING:

The project was undertaken by the local REDI group and funded by a provincial grant. The County supplied the data and maps; there were no other direct costs to the municipality.

SUSTAINABILITY PLAN:

Conducting and examining the population trends and statistics is one of the identified activities in the County's sustainability plan.

COMMUNICATION:

Once accepted by Municipal Affairs, the new census figures will be posted on the County's website.

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the 2015 municipal census forms be submitted to Alberta Municipal Affairs.

Author: _____ Reviewed by: _____ CAO: JW

Municipal Authority Mackenzie County, Province of Alberta.

Municipal Census Date March 1, 2015

I, Joulia Whittleton, of
Name of Person taking Oath

_____, appointed designated officer for
Residential Address

Mackenzie County solemnly swear/affirm
Municipality Name

THAT I am the designated officer of the municipality of Mackenzie County.
Municipality Name

THAT the date chosen as the municipal census date for this municipality was March 1, 2015.
Date

THAT a municipal census completed on June 30, 2015 discloses that the total number of individuals
Date
whose usual residence is in this municipality is 11,750.
Total Population

THAT the Municipal Census Field Report attached below is accurate and complete to the best of my knowledge.

SWORN/AFFIRMED before me on

at _____, Alberta.

Signature of Designated Officer

Signature of Commissioner for Oaths

Municipal Census Field Report

Field Report for the <u>2015</u> census of _____ Year Municipality	<u>Mackenzie County</u>
Total population	11,750
Total count of dwellings	3,479
Total number of non-contacted dwellings	43



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	August 26, 2015
Presented By:	Joulia Whittleton, Chief Administrative Officer
Title:	La Crete Salt & Sand Shed – Insurance Claim

BACKGROUND / PROPOSAL:

Mackenzie County acquired a new salt and sand shed for La Crete in 2013. The cost of the shed was \$180,197.

The components included the cement blocks (acquired from Knelsen Sand & Gravel for \$22,040), and the structure including installation (acquired from Lantier Tent Structures Ltd. through their Canada representative in British Columbia for \$156,812), plus other miscellaneous project related costs being \$1,295. The truss frame was engineered for Mackenzie County (80' x 130' x 14'). Prior to the purchase, administration acquired references from the Canada-based purchasers. No engineering firm was engaged for this project. The structure was installed over a cement pad that was constructed in prior years.

Due to high winds in winter of 2014, the cover of the shed was destroyed. The municipality submitted a claim through its insurance.

OPTIONS & BENEFITS:

Administration has been working with the insurance company since the loss. The insurance adjusters undertook substantial research into the County's situation and now have concluded that the acquired structure is compliant with the US Building Code and is not compliant with the Canada Building Code. While the insurance will cover the costs of replacing the damaged material (up to the insured amount estimated at \$186,539), the insurance will not compensate for bringing the structure up to the Canada Building Code.

The County's insurance adjuster has provided the quotes (received from four suppliers) to the County. They are recommending that the County "review the specifications

Author: _____ **Reviewed by:** _____ **CAO:** _____ **JW**

closely, as some of the contractors have provided a couple of different options.” The insurance adjuster has also advised that it will be the County’s decision on which contractor to select for the rebuilding. The quoted prices vary significantly and include options for the municipality to peruse. Depending on the options and the contractor’s choice, the County’s cost (not covered by insurance) may fluctuate between \$55,000 and \$110,000).

Administration recommends that the Public Works Committee review and discuss the proposals and brings forward a recommendation to Council.

COSTS & SOURCE OF FUNDING:

To be determined upon options selected.

SUSTAINABILITY PLAN:

NA

COMMUNICATION:

NA

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the Public Works Committee be authorized to review the La Crete salt & sand shed quotations and options, and bring back a recommendation to Council.

Author: _____ Reviewed by: _____ CAO: JW



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	August 26, 2015
Presented By:	Joulia Whittleton, Chief Administrative Officer
Title:	Information/Correspondence

BACKGROUND / PROPOSAL:

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

- Correspondence – Alberta Energy Regulator – Well Abandonment and Clean-Up Procedures for Bankrupt Oil and Gas Companies
- Correspondence – 2015 Stars of Alberta Volunteer Awards
- Correspondence – 2017 Alberta 55 Plus Games
- Correspondence – Gas Tax Fund
- Correspondence – Managing Disease Risk in Alberta’s Wood Bison with Special Focus on Bison outside of Wood Buffalo National Park— Progress Report 2014/15
- Correspondence - Region VI Metis Nation - Annual General Meeting & Talent Show
- Correspondence – Surface Rights Land and Energy Pricing Transparency Mapping Project
- 2015-08-11 Council Action List

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

SUSTAINABILITY PLAN:

COMMUNICATION:

Author: A Codispodi Reviewed by: _____ CAO: _____

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

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

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

August 7, 2015

Calgary Head Office
Suite 1000, 250 – 5 Street SW
Calgary, Alberta T2P 0R4
Canada

By e-mail only

www.aer.ca

Joulia Whittleton, Chief Administrative Officer

Mackenzie County Council

PO Box 640, 4511 – 46 Avenue

Fort Vermilion, AB T0H 1N0

office@mackenziecounty.com

Re: Well Abandonment and Clean-Up Procedures for Bankrupt Oil and Gas Companies

Dear Ms. Whittleton,

Thank you for your letter dated July 28, 2015. Your concern for public safety in your county is understandable and one that the Alberta Energy Regulator (AER) shares—in fact, protecting public safety is one of our top priorities and part of our legislative mandate. As the province’s regulator for oil and gas activity, we are committed to protecting what matters most to Albertans: public safety and the environment.

I want to assure you that abandoned wells pose little risk to public safety. There have been no incidents involving abandoned wells that have caused injury. While it is uncommon, abandoned wells can sometimes leak. However, licensees remain liable for their abandoned wells indefinitely, even after the site has been reclaimed, and the AER works closely with licensees to ensure that leaking wells are repaired in accordance with our requirements.

However, the concerns that you highlighted in your letter relate to bankrupted licensees who cannot pay for proper abandonment or necessary repairs. When this happens, the [Orphan Well Association \(OWA\)](#) works to abandon and reclaim the wells, pipelines, and associated sites of companies that have gone bankrupt. The OWA is funded by the orphan levy, which the AER collects every year from all applicable licensees operating in Alberta.

The amount that a licensee has to contribute to the orphan fund is determined by a simple formula. The amount is based on the ratio of the licensee’s deemed liabilities (the sum of the costs to suspend, abandon, remediate and reclaim all the licensee’s sites) to the total industry deemed liabilities, multiplied by the amount of the orphan levy; this year, industry paid \$30 million into the orphan fund through the orphan

levy. This formula ensures that licensees with a low amount of total deemed liabilities pay a small orphan levy, while those with larger deemed liabilities pay a larger orphan levy. The process and formulas are set out in *Directive 006: Licensee Liability Rating (LLR) Program and Licence Transfer Process*.

I hope that this information proves helpful to you. If you have remaining concerns, you can contact Kevan van Velzen in our Closure and Liability branch: kevan.vanvelzen@aer.ca, 403-297-4205.

Sincerely,



Jil Macdonald

Vice President, Closure and Liability Branch

**Message from the Honourable David Eggen, Minister of Alberta Culture and Tourism -
2015 Stars of Alberta Volunteer Awards**



You know who they are.

They are the familiar faces at the rink, at the ballpark grilling the burgers or coaching the local kids on the rules of the game and importance of fair play. They are the ones stocking the shelves at the food bank, organizing the fundraisers, helping students at an elementary school and driving seniors to their doctor's appointment. They are the people behind the festivals and sporting events, large and small, in cities, towns and villages across Alberta.

They are our volunteers.

It is this diverse and welcoming family of Alberta volunteers that make communities better places to live, to work and to visit. I hope that you will join me in helping to pay tribute to their dedication and generosity by nominating, or encouraging others to nominate, a local hero from your community for a Stars of Alberta Volunteer Award.

The Stars of Alberta Volunteer Awards were created to honour Albertans whose outstanding volunteer contributions have made a lasting impact on their communities and the lives of their fellow citizens. Six awards are presented annually; two in each category of youth, adult and senior. The 2015 awards will be presented in a special ceremony in Edmonton on December 4, part of celebrations marking International Volunteer Day, December 5.

For more information, please visit www.culture.alberta.ca. The deadline for nominations is Tuesday, September 15.

Thank you for your support.



David Eggen
Minister



[Email](#)



[Website](#)

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Our mailing address is:

STARS of Alberta Volunteer Awards
907 Standard Life Centre
10405 - Jasper Avenue
Edmonton, AB T5J 3N4

Phone: 780-415-8139



ALBERTA
CULTURE AND TOURISM

Office of the Minister

Reeve Bill Neufeld
Reeve
Mackenzie County
PO Box 640
FORT VERMILION AB T0H 1N0

Dear Reeve Neufeld:

As Minister of Culture and Tourism, responsible for sport in Alberta, I am pleased to invite you to consider submitting a bid for the right to host the 2017 Alberta 55 Plus Games in your community. A brochure with details on how to apply is enclosed.

I encourage you and your community to consider this invitation and the many benefits that can result from hosting this event. The legacy of experienced volunteers and upgraded facilities associated with hosting Alberta 55 Plus Games, along with the economic benefits, has proven to be tremendous. The successful host municipality will be given the opportunity to showcase its talents to approximately 1,100 - 1,800 participants from all regions of the province, as well as to attract numerous spectators and special guests. Communities with populations of less than 10,000 are encouraged to collaborate with neighbouring communities to submit a joint bid.

Any community awarded the 2017 Alberta 55 Plus Games will receive base financial support to cover operational, cultural, and legacy aspects of the Games. The *Guidelines for Communities Bidding to Host the 2017 Alberta 55 Plus Games document* is available from the Alberta Sport Connection upon request to assist you in preparing your bid. In addition, Alberta Sport Connection staff are available to provide consultative assistance if required. For additional information, please contact Suzanne Becker, at 403-297-2709, toll free by first dialing 310-0000, or e-mail suzanne.becker@albertasport.ca.

I look forward to receiving your application.

Best Regards,

A handwritten signature in blue ink that reads "D. Eggen".

David Eggen
Minister

Enclosure

FOR MORE INFORMATION

To request a copy of the "Guidelines for Communities Bidding to Host the 2017 Alberta 55 Plus Games", or assistance in preparing your bid, please contact:

Alberta Sport Connection
620 – 615 Macleod Trail SE
Calgary, AB T2G 4T8

T 403.297.2709 F 403.297.6669
E suzanne.becker@albertasport.ca

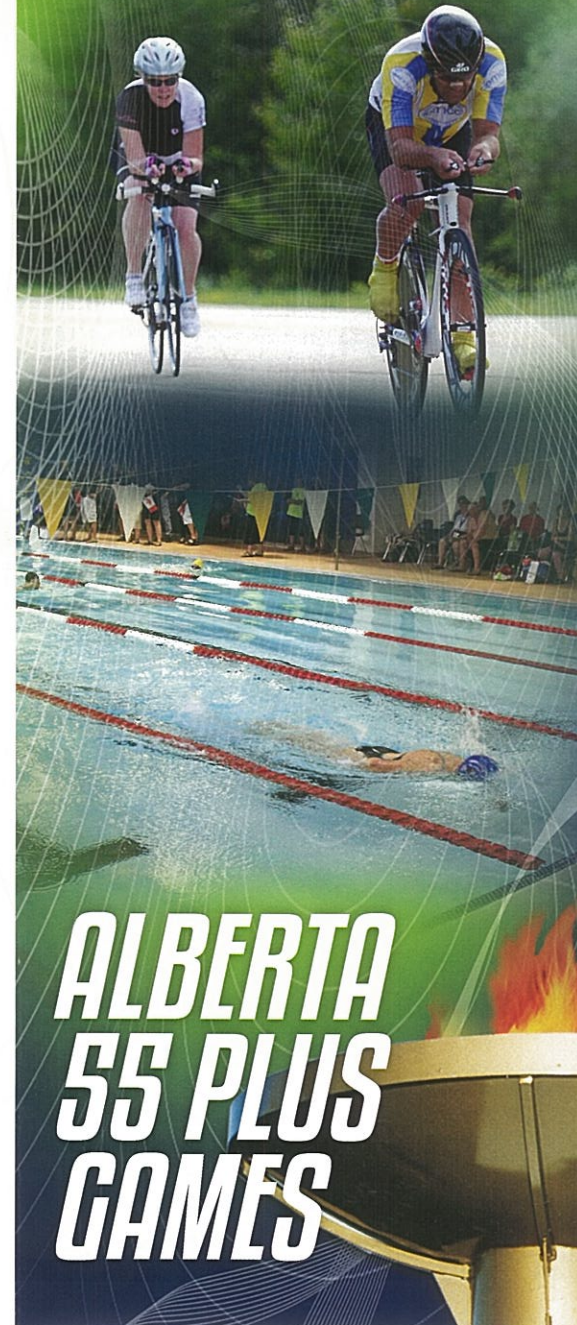
www.albertasport.ca
www.albertagames.com



Alberta  Government

Alberta Sport Connection supports the delivery of sport programs and services on behalf of the Government of Alberta

2017



ALBERTA 55 PLUS GAMES



ALBERTA
MUNICIPAL AFFAIRS

Office of the Minister

AR80107

August 12, 2015

Reeve Bill Neufeld
Mackenzie County
PO Box 640
Fort Vermilion AB T0H 1N0

Dear Reeve Neufeld,

Last year, to assist municipalities build and revitalize their local public infrastructure while creating jobs and long-term prosperity, Canada and Alberta entered into a 10-year agreement governing the administration of the Gas Tax Fund (GTF). I am pleased to confirm that in the second year of the program, \$208 million in GTF funding will be provided to Alberta's municipalities.

Your 2015 GTF allocation is \$572,825. GTF funding amounts for all municipalities are also posted on the Municipal Affairs GTF website at municipalaffairs.alberta.ca/federal-gas-tax-fund.

I look forward to partnering with you and the Government of Canada to make life better for Albertans.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Bilous'.

Deron Bilous
Minister

cc: Debbie Jabbour, MLA, Peace River
Danielle Larivee, MLA, Lesser Slave Lake
Joulia Whittleton, Chief Administrative Officer, Mackenzie County

2017 ALBERTA 55 PLUS GAMES

The Honourable

DAVID EGGEN

Minister of Culture & Tourism

extends an invitation to all
municipalities in Alberta
to bid to host the

**2017 ALBERTA
55 PLUS GAMES
LATE SUMMER, 2017**

The Alberta 55 Plus Games are coordinated by the Alberta Sport Connection in partnership with the community selected to host the Games and the Alberta 55 plus Association. Interested communities must be capable of feeding and accommodating up to 1,800 participants.

Municipalities with populations less than 10,000 are encouraged to join together with neighbouring communities to submit a joint bid.

Please note: the 2017 Alberta 55 Plus Games will include both Summer and Winter (indoor) Sports.

Consult the "Guidelines for Communities Bidding to Host the 2017 Alberta 55 Plus Games" for further details.

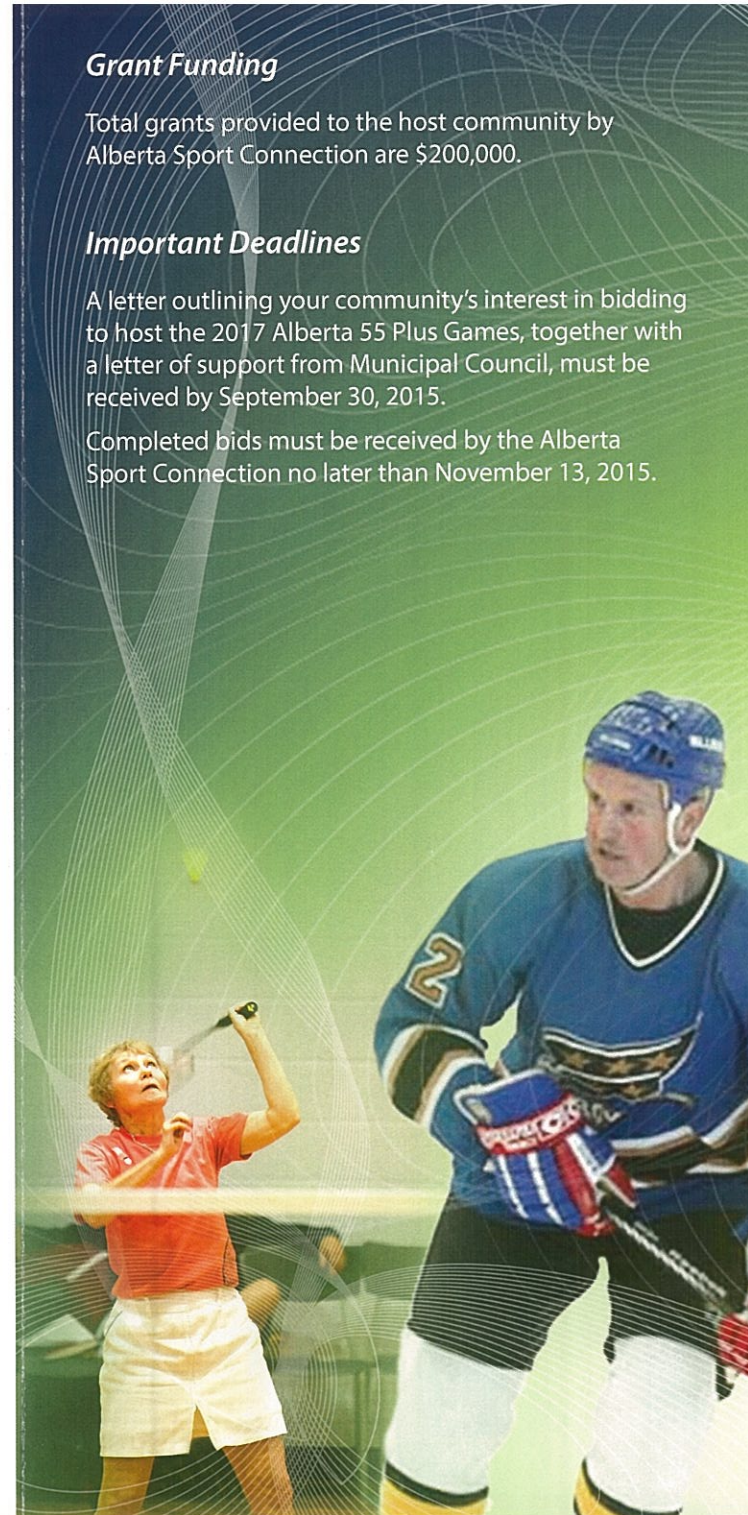
Grant Funding

Total grants provided to the host community by Alberta Sport Connection are \$200,000.

Important Deadlines

A letter outlining your community's interest in bidding to host the 2017 Alberta 55 Plus Games, together with a letter of support from Municipal Council, must be received by September 30, 2015.

Completed bids must be received by the Alberta Sport Connection no later than November 13, 2015.



August 11, 2015

County of Mackenzie
Joulia Whittleton, Chief Administration Officer
Box 640
Fort Vermilion AB, T0H 1N0

Dear Stakeholder:

Subject: Managing Disease Risk in Alberta's Wood Bison with Special Focus on Bison outside of Wood Buffalo National Park – Progress Report 2015/15

I am writing to provide you with the 2014/15 Progress Report on this important program. We will be finalizing the 2015/16 workplan over the next month and will update you once completed.

Should you have any questions on the program please do not hesitate to contact Lyle Fullerton, Special Projects Coordinator, Wildlife Management at 780 624-6496 or Lyle.Fullerton@gov.ab.ca for bison west of WBNP, or Joann Skilnick, Wildlife Biologist, 780 743-7258 or Joann.Skilnick@gov.ab.ca for the Ronald Lake herd.

For more information on the program, please visit the website:

<http://www.aep.alberta.ca/FishWildlife/WildlifeDiseases/WoodBisonDiseaseManagement.aspx>.

Yours truly,



David Walty
Fish and Wildlife Program Manager
Operations, Environment and Sustainable Resource Development
Lower Peace Area

cc: Lyle Fullerton
Joann Skilnick

**Managing Disease Risk in
Northern Alberta Wood Bison -
Outside of Wood Buffalo National Park**



**2014 - 2015
Progress Report**

July 2015

Alberta
Government

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Introduction

Alberta has long recognized that the key issue regarding the management of wild bison is the threat of tuberculosis and brucellosis spreading from infected animals in and around Wood Buffalo National Park to livestock (cattle and domestic bison) and to healthy wild bison.

These introduced cattle diseases represent an ongoing threat to Alberta's livestock industry since they could result in trade restrictions and significant economic losses. In addition, wood bison are listed nationally as "threatened" and by Alberta as "endangered." It will be impossible to fully restore healthy, wild bison populations until these livestock diseases are eradicated, since recovery herds will need to be kept small and relatively confined to reduce their risk of becoming infected. There is also a risk of disease transmission to humans and to wildlife species. In 1990 a federal Environment Assessment Panel recommended completely eradicating all bison from Wood Buffalo National Park (WBNP), followed by restocking with disease-free animals. This recommendation was not implemented by the federal government.

Alberta's long-term goal is to eliminate the disease risk. This would remove the risk to Alberta's livestock industry and would allow the restoration of wild populations of wood bison across northern Canada. The restoration of wood bison populations would fill a key ecological role and provide substantial cultural and economic benefits to Alberta. Until this long-term goal can be achieved, the interim approach is to prevent the spread of tuberculosis and brucellosis from diseased wild bison to domestic livestock and disease-free wild bison.

Alberta's approach for managing the disease risk to both domestic livestock and free-ranging wood bison is detailed in "Managing Disease Risk in Northern Alberta Wood Bison – Outside

of Wood Buffalo National Park." This approach implemented by Alberta Environment and Parks and Agriculture and Forestry with assistance from Mackenzie County and the Alberta and Canadian cattle and bison industry organizations was focused on the area to the west of the park. In 2012/13, the Ronald Lake bison herd, near the south east corner of the park, was added to the program to ensure bison management objectives in Alberta are consistent and within the scope of the National Recovery Strategy for Wood Bison in Canada.

The approach has three broad components:

- Hay-Zama wild bison herd management;
- Disease surveillance and risk reduction east of Highway 35; and
- Monitoring populations of wild bison east of Highway 35 and in the Ronald Lake area.

The objectives for monitoring the Ronald Lake herd are to determine:

- Population size and range distribution.
- Disease status of the herd.
- Movements of the herd relative to bison within Wood Buffalo National Park; and,
- Genetic relatedness of the herd to other provincial herds.

The following is the fifth progress report on this approach and includes work undertaken during 2014 and the winter of 2015. The June 2011, May 2012, June 2013 and September 2014 Progress Reports are available at; <http://aep.alberta.ca/fish-wildlife/wildlife-diseases/wood-bison-disease-management.aspx>

1.0 Hay-Zama Wild Bison Management

Objective - To maintain the wild Hay-Zama wood bison herd free of bovine tuberculosis and brucellosis by limiting their numbers and distribution, particularly east toward Highway 35, thereby reducing the opportunity for exposure to diseased bison from the vicinity of WBNP.

The Hay-Zama wood bison reintroduction program was started in 1983 to re-establish a healthy population of wood bison in northwestern Alberta. This was a significant element in the national wood bison management plan, which

called for at least one self-sustaining herd in each of Alberta, BC, Yukon, Northwest Territories and WBNP. The Hay-Zama bison herd has grown rapidly in numbers and distribution since 1994. A goal of the 2008 draft recovery strategy for wood bison in Canada was to protect “clean” recovery herds from contact with diseased animals. Hay-Zama bison are disease-free, while bison populations in and around WBNP are known or assumed to be infected.

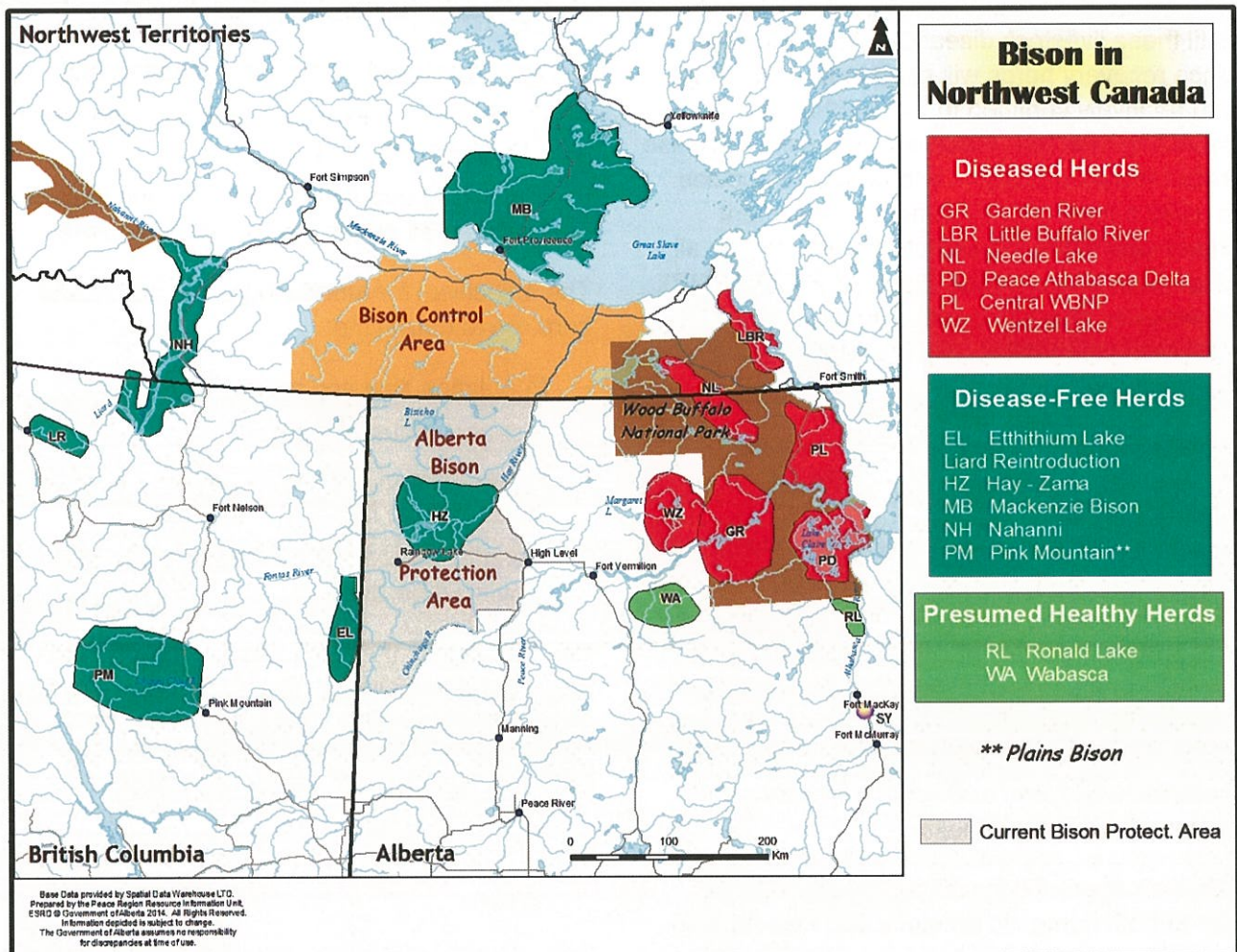


Figure 1. Bison Herds Currently Classified as Diseased or Disease-Free

The Hay-Zama bison herd has been monitored since the original release. The total number of bison peaked in the winter of 2008 when 652 animals were seen in 63 different groups. Observed range expansion raised concerns over bison moving east toward diseased bison from WBNP. In particular, there was specific concern over several instances of bison moving east along the Zama road to and beyond Highway 35. In the spring of 2008, it was determined that a highly regulated hunting season would be instituted and scheduled annually to stop the Hay-Zama herd from continuing to increase in numbers and distribution. The hunt serves two objectives relevant to this strategy:

- It protects the Hay-Zama herd from the near-inevitability of becoming infected as their numbers and distribution increase. **If this happens, there is a strong probability that the whole herd would have to be culled.**
- It allows for a significant amount of disease testing.

Update

From 2008/09 to the end of the 2012/13 bison hunting season, a total of 521 bison were harvested. A total of 279 samples were collected for disease surveillance of bovine tuberculosis and brucellosis, and has been reported on in previous progress reports. The hunting season was suspended for 2013/14 due to bison mortality from severe winter weather of 2012/13. The hunt resumed in 2014/15 with 70 Aboriginal and 35 non-Aboriginal licences and a total of 54 bison harvested.

Hay-Zama Bison Population Status

A population survey of the Hay-Zama herd was conducted from February 23 to 27, 2015. A total of 590 bison including 94 calves (16 per cent) in 28 groups was found (Figure 2). With the new population survey information and the new calf crop in spring/summer (long-term annual recruitment of 11 per cent) the pre-season population estimate is 644 bison. The Hay-Zama bison hunt will be continued in 2015/16 with 300 licences (200 Aboriginal and 100 non-Aboriginal). More information is available at: <http://mywildalberta.com/Hunting/GameSpecies/WoodBisonHuntHayZama.aspx>.

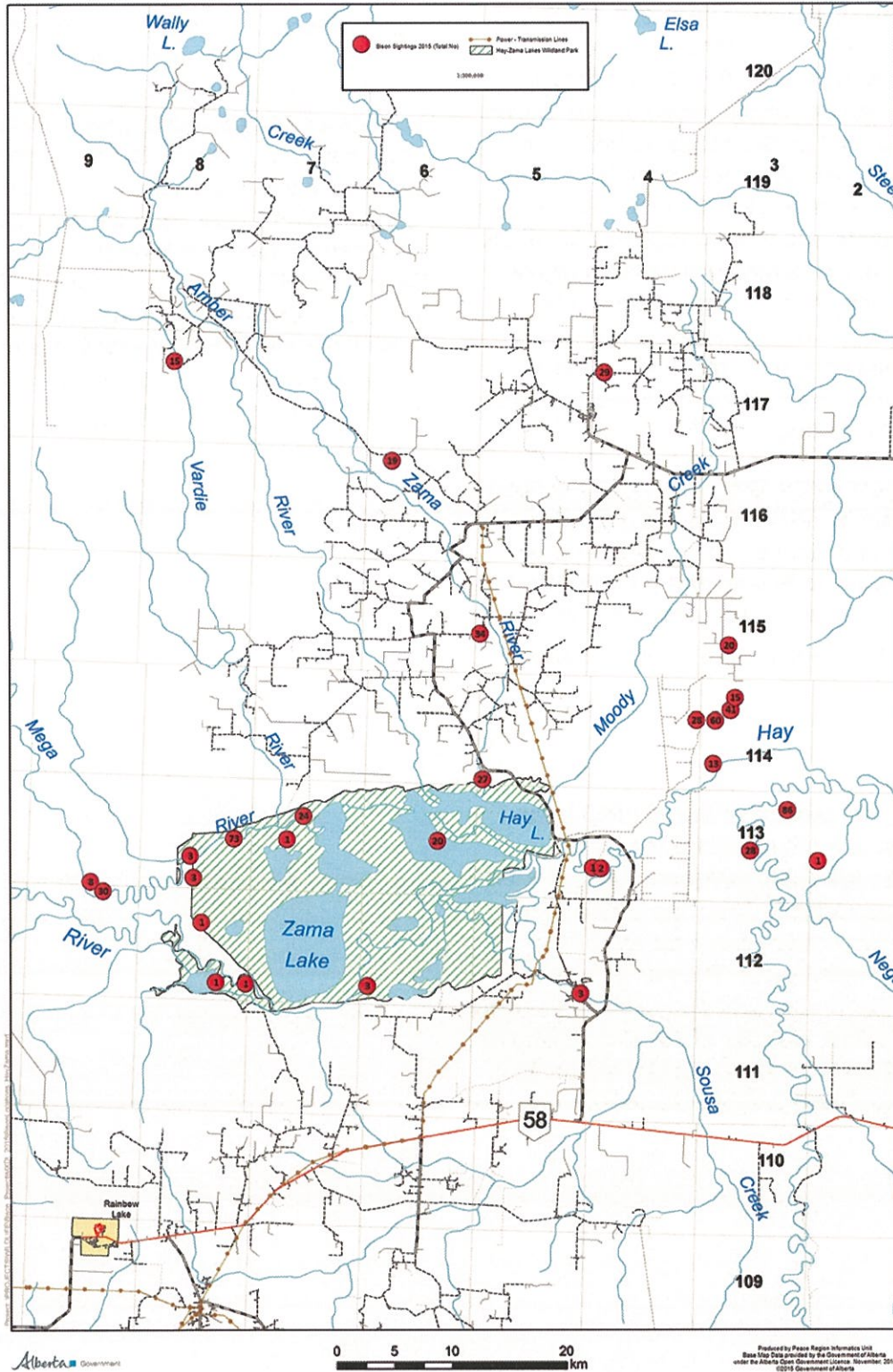


Figure 2. Locations of Hay-Zama Bison observed during survey February 24-27, 2015

2.0 Disease Surveillance and Risk Reduction East of Highway 35

The probability of bison moving west from the Wentzel herd or from the populations in the Wabasca-Mikkwa area is high. Gates et al. (2001) identified several routes that bison would likely use to move west. As well, bison from the Hay-Zama herd would most likely move east along these same routes. Most of the favourable travel routes pass through the agriculture zones in and around Ft. Vermilion and La Crete, and therefore pose the greatest threat to domestic livestock.

2.1 Detection Approach

Objective - To detect any wild bison on private agriculture lands near Ft. Vermilion and La Crete, and the Agricultural and Highway 35 Surveillance Zones.

Surveillance areas have been identified along Highway 35 and around the Agricultural Area Zone. The Highway 35 Surveillance Zone stretches 10 km on both sides of Highway 35 from the High Level airport north to the Alberta – N.W.T. boundary. The Agricultural Area Zone contains farmland along Highway 58 from High Level to Fort Vermilion and farmland in the La Crete – Fort Vermilion area. Ongoing surveillance flights also explore associated areas that are potential movement corridors. The purpose of the Highway 35 surveillance zone is to detect animals that:

- (i) may be moving from the east (high risk of being infected) toward the Hay-Zama herd, or
- (ii) Hay-Zama animals moving from the west toward the high risk area. The purpose of the Agricultural Area Surveillance Zone is to detect bison (presumed infected) that may be moving from known population areas in WBNP, Wabasca-Mikkwa and Wentzel Lake

areas. Currently, the closest known wild bison herd is some 58 kilometres from agricultural lands in the Harper Creek drainage.

2.1.1 Update on Aerial Surveillance Flights

Highway 35 Surveillance Zone

Surveillance flights were flown by Environment and Parks staff in the Highway 35 Surveillance Zone on December 4, January 6, and March 24. No flights were undertaken in February due to winter weather and scheduling challenges. No bison or bison sign was detected during these flights.

Agricultural Area Surveillance Zone

Surveillance flights were flown by Environment and Parks staff in the Agricultural Surveillance Zone on December 4, January 12, and March 10, 2015. No flights were flown in February due to winter weather and scheduling challenges. No bison or bison sign was detected during these flights.

2.1.2. Public Reporting

Objective - To encourage client groups associated with government, as well as the general public, to report wood bison sightings in the surveillance zones.

Update

Public communication through the “Bison Watch” program continued throughout 2014/15 reporting period. The Government of Alberta, “Managing Disease Risk in Northern Alberta Wood Bison – Outside of Wood Buffalo National Park” September 2014 Progress Report was sent to

First Nation, Métis, agricultural, local municipal, hunting and outfitting stakeholders in October 2014. Posters and advertisements to encourage agriculture producers to report bison sightings were developed by the Alberta Beef Producers and placed in local newspapers and agriculture notice boards. Additional posters and public contacts were used to ask the public to report bison sightings east of Highway 35.

Public reporting of bison or bison sign during 2014/15 was limited to one occurrence on January 15, 2015: two bison tracks were located within Twp.112 Rge. 3 W5M on a logging road.

2.2 Response Plan

Objective - To remove all wild bison detected on private agricultural lands near Ft. Vermilion and La Crete, and in any of the Agricultural and Highway 35 Surveillance Zones. Wherever possible, meat should be salvaged and tissue samples for disease detection should be collected.

Response efforts will involve active removal by shooting and killing of any bison detected through surveillance activities. Tissue sampling and disease testing will be an integral component of these efforts.

Government of Alberta staff from High Level and Ft. Vermilion Districts will action bison reports. Reports outside normal office hours will be investigated through 1-800-642-3200 RAP line. Government will engage aboriginal and non-aboriginal hunters, outfitters, landowners, etc. to facilitate removal and salvage of meat where feasible, and to ensure blood and tissue samples, are collected and tested. Remote access by helicopter may be required in some instances.

Update

No response actions were undertaken during 2014/15 as no bison were reported.

3.0 Population Monitoring East of Highway 35

The number of bison east of Highway 35, their movements and distribution over time is unknown and remains a significant factor in our assessment of disease risk. To our knowledge, most bison reside in two herds, referred to as the Wentzel and Wabasca-Mikkwa herds. This program initiated a survey to estimate the entire bison population in Alberta outside WBNP, and will subsequently survey every three years to assess population changes over time.

As noted earlier with respect to the Hay-Zama population, herd size is an important risk factor. In addition, a program confirming the disease status of these herds will be needed before establishing long term goals and strategies for them. Currently, bison east of Highway 35 and outside WBNP are offered no conservation protection with the exception of bison found within Caribou Mountains Wildland Provincial Park (CMWPP).

3.1 Population Estimate and Distribution

Objective - To determine with some precision, the numbers and distribution of wild bison in northern Alberta, in areas surrounding Wood Buffalo National Park.

3.1.1 Aerial Survey

The area outside of WBNP has been divided into three areas to facilitate and prioritize bison surveys (Figure 3). It is proposed to survey all areas over a three-year period in order of priority, and then conduct monitoring surveys of each herd on a three-year cycle to evaluate size and distribution changes over time.

There are no confirmed sightings of bison in Area 1, and it is assumed there is no resident population of bison in Area 1.

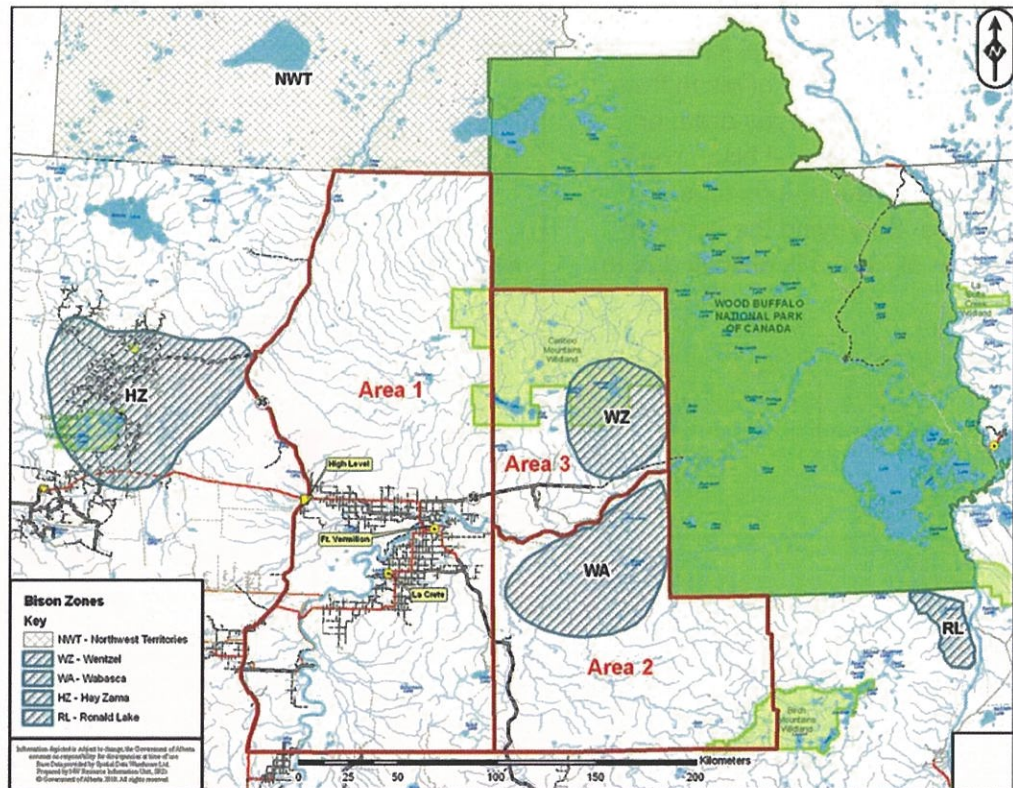


Figure 3. Aerial Survey Areas for Bison Population Estimates

Update

Surveys for bison in each of the three Areas have been reported in previous Progress Reports. A survey of Area 3 (Wentzel herd) was conducted February 18-22, 2015. A total of 199 bison and two hunter-killed bison were found in the survey area (Figure 4). The severe winter conditions of 2012/13 may have only marginally affected bison in this area compared to bison in the Hay-Zama area.

weather, the distance from fuel caches and the lack of communication for safety during winter flying in remote areas. Future surveys will require the location of additional fuel in the northern 20 km of the survey area and the use of satellite telephones or SPOT devices (personal trackers) for safety check in procedures. Other wildlife including 227 caribou and 33 moose were seen on the survey.

Only one live bison bull and two kill sites were located within the "boundary area" immediately adjacent to WBNP north of Hwy 58. In previous surveys up to 100 bison have been located in this boundary area, considered part of the Garden River herd, that move in and out of WBNP seasonally.

A significant finding was 100 more bison than previous surveys north of Wentzel Lake. This would indicate movement of bison from WBNP into the survey area, or that these additional bison were not located during previous surveys. Surveying the northern portion of Area 3 is difficult due to

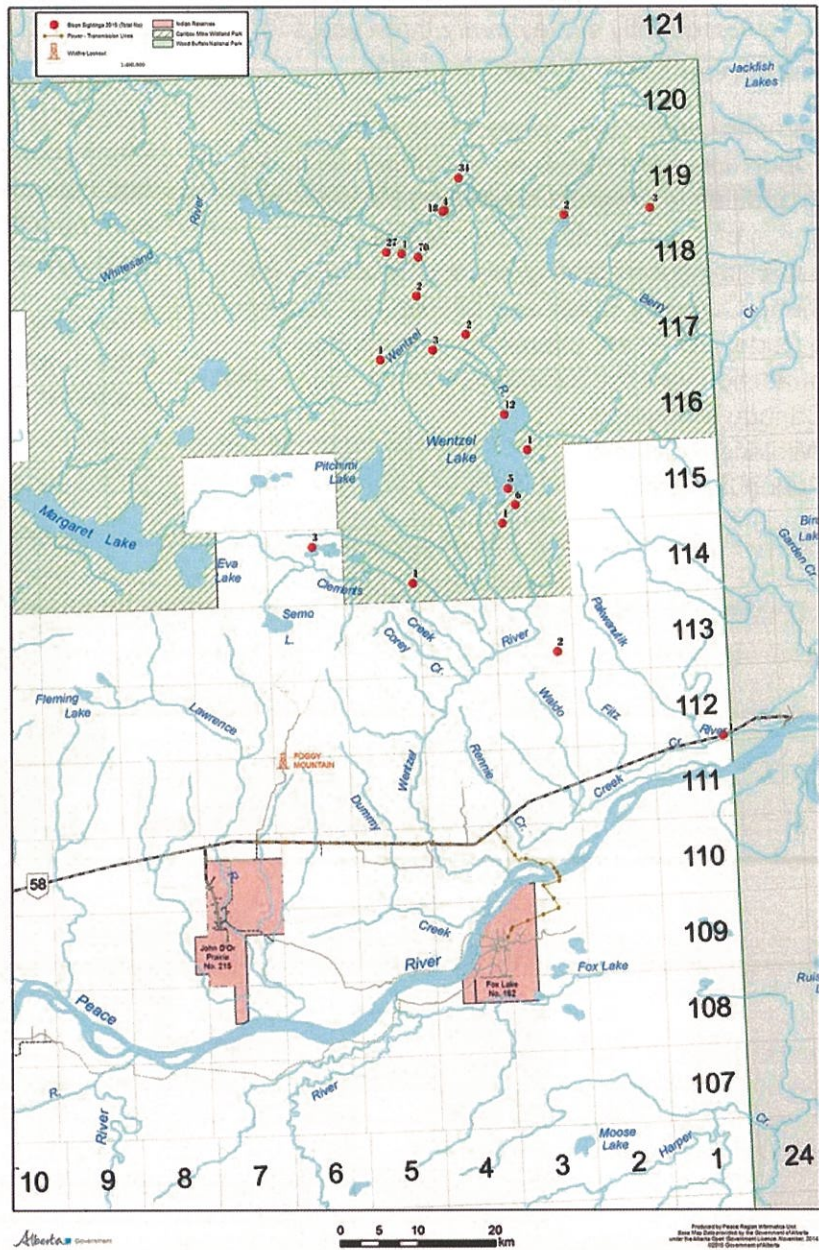


Figure 4. Locations of Bison Area 3 Survey February 18 to 22, 2015.

3.2 Disease Status of Bison Outside of Wood Buffalo National Park

Objective - To determine the disease status of bison in northern Alberta to the west and southeast of Wood Buffalo National Park.

Data on the prevalence of brucellosis and tuberculosis in the outlier herds (Wentzel and Wabasca-Mikkwa) are incomplete and inconclusive. However, outlier herds have been assumed to be associated with bison from the park, which are known to harbour these diseases. Bison east of Highway 35 are assumed diseased and are classified as non-wildlife under The *Wildlife Act*. As a result, they are not protected and can be hunted year-round except in the Caribou Mountains Wildland Provincial Park. Alberta Health issued a public advisory for the area in 1992, urging anyone handling, processing and consuming potentially diseased bison to take precautions. Regardless of current status, the proximity to the parent WBNP disease reservoir puts all outlier herds at a high risk of infection.

To ultimately assess the risk of disease transmission to livestock and disease-free wild bison, and to plan surveillance and containment programs in the future, efforts will be made to determine the disease status for each outlier herd. Sampling will generally be conducted by government staff, but if the opportunity presents itself through the ongoing harvest of bison by hunters in the area, the samples collected voluntarily may be tested. Hunters may be supplied with a limited number of sampling kits and with information on the two diseases suspected to be in the bison so that the risks can be assessed and the proper precautions can be taken.

3.2.1 Disease Sampling

The proposed disease sampling is a phased approach, with each progressive phase increasing in cost, statistical precision and sample size. Bison will be salvaged opportunistically where interested individuals and ground access are available. The disease-testing program for a given herd will be terminated as soon as one of the two diseases (bovine tuberculosis or brucellosis) is detected. The herd will be ranked as diseased. The disease sampling is based on the following assumptions:

- that outlier herds have similar prevalence of bovine tuberculosis or brucellosis to that occurring in WBNP (40 to 50 per cent);
- that it may take small sample numbers to detect disease presence if it is at high prevalence;
- that detection of either disease is enough evidence to classify a bison herd as diseased.

2011-2014

Phase one will use Government or contract collection of two to four animals from each herd for each year of the program, or until the presence of disease is detected. All collection efforts will focus on sampling older bulls wherever possible. With potentially high prevalence, we may be able to establish disease status in one or two years. This phase will run no more than three years.

If there are no diseased bison detected during 2011 – 2014 sampling, Government will evaluate the option of implementing higher precision sampling phases.

The number of disease samples for Area 2 (Wabasca/Mikkwa) herd, Area 3 (Wentzel) herd and Ronald Lake herd is summarized in Table 1. Positive disease samples were detected from the Wentzel herd and the herd is now classified as diseased. To date, all samples from the Wabasca/Mikkwa herd and Ronald Lake herds have been negative for disease.

Year	Area 2	Area 3	Ronald Lake
2010/11	0	0	1
2011/12	4	10*	0
2012/13	8	0	24
2013/14	12	0	49
Total	24	10	73

* Includes five positive samples for brucellosis

Update

No disease sampling was undertaken during 2014/15.

Disease Sampling Summary

The disease status of free-ranging bison, as with any wild population, cannot be determined definitively as almost every animal would have to be tested. In wild populations we estimate the disease status by rigorously sampling enough animals to reach a confidence level well below the expected rate of disease prevalence. Testing within Wood Buffalo National Park indicates that these diseases typically occur at a 30 - 40 per cent prevalence in similar herds. Disease testing of bison in Area 3 documented the presence of brucellosis. Testing of bison from Area 2 and Ronald Lake did not reveal evidence of brucellosis and the sample sizes allow interpretation with 95 per cent confidence that the disease (if it exists at all in the herd) is below five per cent prevalence. We cannot say definitively that brucellosis does not occur in these populations, but we can say if it does occur, it is at very low levels. Additional testing is necessary to improve confidence in our assessment of the current disease status of

these herds and to determine whether future infection occurs. We will therefore manage both the Ronald Lake herd and Wabasca/Mikkwa herds as disease free until we receive information from ongoing passive disease surveillance that indicates the herd is infected.

Northern Alberta Bison Genetics

As reported in the September 2014 Progress Report, the bison genetic program is concluded. Population genetics were assessed using tissue samples from a total of 253 bison representing wild bison groups in the province. Results from comparative analyses indicated seven bison groups, which include Elk Island National Park (EINP) wood bison, EINP Plains Bison, Wabasca/Mikkwa, Ronald Lake, Mackenzie Bison Sanctuary, Hay Zama/Rainbow Lake and WBNP. Wabasca/Mikkwa bison were the most genetically differentiated bison group and are genetically isolated from all other groups. This group also showed more genetic similarities to the EINP Plains bison than to any other group. Ronald Lake was genetically similar to WBNP bison; however, the level of differentiation between these two groups was strong, suggesting negligible genetic exchange. Additionally, there was no indication that any of the peripheral bison populations maintained genetic integrity of a "pure" wood bison as differing degrees of hybridization with plains bison were identified.

Update on 2012-13 Recommendations

During the 2012/13 year it was recommended that two new strategies be incorporated into the approach "Managing Disease Risk in Alberta's Wood Bison With Special Focus on Bison Outside of Wood Buffalo National Park."

1. The Government of Alberta will amend regulations to facilitate hunting bison in the Caribou Mountains Wildland Park as a mechanism to restrict range distribution and numbers of animals in the Wentzel Lake wood bison herd.

Discussions regarding facilitating a bison hunt in the Caribou Mountains Wildland Provincial Park have been initiated and will continue.

2. Include the Ronald Lake bison herd southeast of WBNP as part of the disease management program. This would include bringing local stakeholders and aboriginal groups up to date on the disease management program, establishing good estimates for herd size and distribution, and determining the herd's disease status. Note: Although this herd does not pose any risk to domestic animals nor disease-free bison herds, the status of all herds is required for any long-term solution to eliminate disease sources.

The Ronald Lake bison herd was added to the Disease Management Program as of 2013. Local stakeholders and aboriginal groups were included in the general stakeholder list and provided information and opportunity to comment or consult. In addition, a Ronald Lake Technical Team was formed to share knowledge and direct further study of that herd.

Literature cited:

Cannon, R.M., and Roe, R.T. 1982. Livestock disease surveys. A field manual for veterinarians. Bureau of Range Science, Department of Primary Industry. Australian Government Publishing Service, Canberra.

Gates, C. C., J. Mitchell, J. Wierzchowski and L. Giles. 2001. A landscape evaluation of bison movements and distribution in northern Canada. AXYS Environmental Consulting Ltd. 115 pp.

To find more information on bison disease management, go to:

<http://aep.alberta.ca/fish-wildlife/wildlife-diseases/wood-bison-disease-management.aspx>

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MACKENZIE COUNTY
FORT VERMILION OFFICE

Region VI Metis Nation

Thank you

to the following for your sponsorships and donations to our
27th and 28th Annual General Meeting & Talent Show:

- Clearstream
- Northern Lakes College
- O.T. Sports
- Freson Bros.
- Bumper to Bumper
- Joan Setz
- Sawridge Inn & Conference Center
- Lara Felsing
- Looking Good
- Aspen Grove Spa
- Daishowa-Marubeni International Ltd.
- The Co-operators Lyta Neill Agencies
- Grande Prairie Metis Local 1990
- Barbara Burroughs
- Rupertsland Institute
- Canadian Tire
- Mackenzie County
- Peace River Ford
- Fairview Metis Local/ Barry Dibb
- Joe Pimlott
- Bison Contracting
- Northern Sunrise County
- Kit Office Plus
- Sylvia Johnson
- Pearl Sandor & Louis Bellrose
- Mainstreet Menswear
- Mint Health & Drugs
- Carol Ridsdale
- Kris' No Frills
- Caribou Cresting
- Northern Cross Oilfield Services
- County of Northern Lights
- Northern Vision Center
- Boston Pizza
- Custom Computers & Music
- Fountain Tire
- Metis Nation of Alberta Office
- Town of Peace River
- T.D. Bank

August 10, 2015

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

RE: Surface Rights, Land and Energy: Pricing Transparency Mapping Project

Dear Joulia Whittleton:

Background

One of the roles of the Farmers' Advocate Office (FAO) is to assist Alberta landowners by providing information and advice on surface rights, land, and energy. One of the most common questions received by the FAO is: "What is fair and typical for compensation in my area of the province?" There is currently no central repository where this data is compiled and accessible to landowners.

Pricing Transparency Mapping Project – 2015

The FAO is collecting surface lease, transmission line, seismic, and pipeline right-of-way agreements from landowners to create four interactive maps with information on projects and the compensation values paid to landowners. By providing a starting point for negotiations, the maps will be a valuable resource for Alberta landowners.

The maps will be launched in Fall 2015, and updated on a continuous basis as agreements are received. The official name of this initiative is the *Surface Rights, Land, and Energy: Pricing Transparency Mapping Project*.

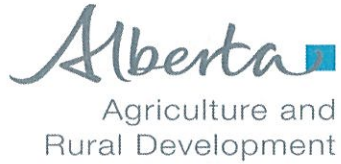
We are currently accepting pipeline right-of-way and seismic agreements no older than 2011, and surface lease and transmission line agreements no older than 2010. Landowners can send copies of their surface lease, transmission line, seismic, and pipeline right-of-way agreements to:

Farmers' Advocate Office
Attn: Jeana Les
J.G. O'Donoghue Building
305, 7000 – 113 Street
Edmonton, Alberta
T6H 5T6

Fax: 780-427-3913
Email: jeana.les@gov.ab.ca

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AUG 17 2015

MACKENZIE COUNTY
FORT VERMILION OFFICE



Farmers' Advocate Office
J.G. O'Donoghue Building
305, 7000 – 113 Street
Edmonton, AB, Canada
T6H 5T6
Telephone : 310-FARM (3276)
Fax: 780-427-3913
www.farmersadvocate.gov.ab.ca

We would like to request your assistance in promoting this initiative through your newsletter, social media, and bulletin boards (see attached). We are confident that this project will be a great benefit to Alberta landowners, and your support is greatly appreciated.

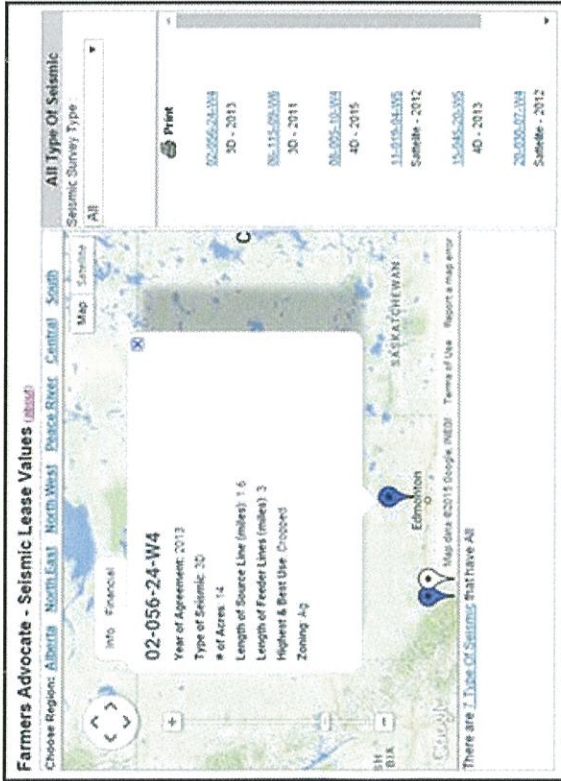
Additional information is available at www.farmersadvocate.gov.ab.ca. Please contact me at 780-427-7956 or jeana.les@gov.ab.ca if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeana Les", is written over the word "Sincerely,".

Jeana Les
Farmers' Advocate Office

SURFACE RIGHTS, LAND, AND ENERGY: PRICING TRANSPARENCY MAPPING PROJECT



The Farmers' Advocate Office (FAO) is currently collecting surface lease, transmission line, seismic, and pipeline right-of-way agreements to create a resource for landowners who are negotiating with energy companies.

Launching in June 2015, the Pricing Transparency Maps will provide landowners with a range of values for each of the heads of compensation based on the type of agreement.

**We are currently only accepting seismic and pipeline right-of-way agreements no older than 2011, and surface lease and transmission agreements no older than 2010. Any agreements containing a privacy clause cannot be submitted. Names and contact information will not be released. Note that the maps will depict the legal land description to the nearest section.*

SUBMIT TO:

Email: jeana.les@gov.ab.ca
 Phone: 310-FARM (3276)
 Fax: 780-427-3913

www.farmersadvocate.gov.ab.ca



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Mackenzie County Action List as of August 11, 2015

Council Meeting Motions Requiring Action

Motion	Action Required	Action By	Status
February 27, 2013 Council Meeting			
13-02-121	That administration continue to work towards expanding the Fort Vermilion Bridge Campground recreational area by applying for a lease with Alberta Environment & Sustainable Resource Development that encompasses both existing and future area.	Ron	Application for lease in progress
May 28, 2013 Council Meeting			
13-05-375	That the Zama Access paving be the first capital priority for paving a road outside a hamlet boundary and that administration continue reviewing options and applying for provincial and/or federal grants as these may become available with intent to complete the paving of this road.	Joulia	In progress Letter sent to DM Rob Penny and meeting held
October 8, 2013 Council Meeting			
13-10-693	That administration be instructed to continue pursuing taking over the lease for the Meander North and Meander South gravel pits from Environment & Sustainable Resource Development (ESRD) and negotiate with ESRD to fund reclamation and survey costs.	Ron Mark	In progress Survey Summer 2015
October 30, 2013 Council Meeting			
13-10-833	That administration negotiate with the property owner for the mobile home encroaching into laneway.	Byron	In progress Property has been sold – negotiating with new owner.
March 11, 2014 Council Meeting			
14-03-141	That administration continue to work with bylaw enforcement to enforce proper usage of current utility right-of-ways and that the Public Works Committee draft a maintenance policy and review fine structure for the existing utility lane ways and back alleys.	Ron Len Trent	PW Committee
October 29, 2014 Council Meeting			
14-10-761	That the County enter into a long term land lease with the La Crete Chamber of Commerce for \$1.00 per year for locating the Chamber building at the Jubilee Park and that administration review the lease details.	Byron	Chamber is looking at additional options
14-10-765	That the County move forward with the application for the acquisition of lands in Zama under PLS 080023 and that administration work with the government to pursue a land swap.	Don	In progress
January 13, 2015 Council Meeting			
15-01-023	That the park located in the Knelsen Subdivision in La Crete be named the “Knelsen Park” and that the 108	Ron Byron	Community Services Committee

Motion	Action Required	Action By	Status
	Street Park in La Crete be named "The Big Backyard Park".		
January 30, 2015 Council Meeting			
15-01-050	That the report on the intersections Range Roads 14-5 and 17-2 and Highway 697 be received for information and that <u>administration prepare a list of non-conforming intersections on provincial highways.</u>	Ron Len	In progress
15-01-051	That the Public Works Committee review the collector roads within the County including condition of intersections.	Ron Len	PW Committee
15-01-054	That administration research swales in new developments.	Len Byron Trent	Presentation on traffic calming devices
15-01-063	That the 2015 budget be amended to include up to \$100,000 for a housing purchase in Zama with funding coming from the General Capital Reserve and that administration research all options and complete the project with the best long term benefit to the County.	Mark Don	
February 10, 2015 Council Meeting			
15-02-093	That administration proceed with advertising for a Request for Proposal for properties 1072 Industrial Dr. (882 1687; 3; 1) and 1084 Industrial Dr. (882 1687; 3; 2) in the Hamlet of Zama.	Don	In progress Consolidation completed. RFP Closing 2015-08-26
February 25, 2015 Council Meeting			
15-02-129	That the County uses the following methods to educate the public regarding farm equipment safety on Alberta Highways: <ul style="list-style-type: none"> • Install Magnetic Signs • Information at the Agricultural Fair • Information in the County Image • Invite Department of Transportation representative to Ratepayer Meetings. 	Grant	In progress
15-02-147	That a letter of support be provided to the Fort Vermilion Recreation Board for their grant application for the baseball diamonds.	Joulia	In progress
March 10, 2015 Council Meeting			
15-03-166	That the 2016 budget include the installation of a water point in the Blumenort area.	Fred Mark	2016 Budget
March 25, 2015 Council Meeting			
15-03-219	That administration be authorized to negotiate with the adjacent landowners for the sale of the service road allowance along the south side of 109 Avenue North of Plan 052 4622, Block 21, Lot 10 (excluding the utility right of ways on the east and west) in La Crete.	Byron	In progress
15-03-229	That a follow-up letter be sent to the Minister of	Joulia	In progress

Motion	Action Required	Action By	Status
	Environment and Sustainable Resource Development regarding the East Peace Resource (P5) Road.		
April 14, 2015 Council Meeting			
15-04-247	That administration budget in 2016, to hire a bridge consultant engineering firm to draft new road standards for the County, which allows for lower design criteria bridges and lower road classifications. This would allow the County to consider lower standard bridges and would reduce initial construction costs. This would include classifying all the roads in the County and restricting development or requiring the developer to upgrade roads where required.	Ron Len Trent	2016 Budget
15-04-264	That the County endeavor to have an agricultural water fill station on the east side of the Fort Vermilion truck fill station.	Fred	In progress
15-04-265	That a letter be sent to the Minister of Agriculture requesting reinstatement of the Agricultural Opportunity Fund to the 2014 levels.	Joulia (Allie)	In progress
15-04-268	That the vote on motion 15-04-267 be TABLED for further information. Motion 15-04-267 That Mackenzie County absorb the water and sewer costs for the Mackenzie Applied Research Association.	Grant	In progress
15-04-280	That administration research options for flood resiliency mitigation in Fort Vermilion.	Joulia (Carrie)	In progress
April 29, 2015 Council Meeting			
15-04-308	That the Hill Crest Community School oil dust control be considered in the 2016 budget deliberations.	Mark	2016 Budget
15-04-322	That the sale of land by public auction for properties under tax arrears be set for September 30, 2015.	Mark	2015-09-30
May 8, 2015 Council Meeting			
15-05-353	That the development incentives be referred to the Community Sustainability Committee for further research and review.	Joulia Byron	Workshop 2015-09-08
15-05-363	That administration summarize council conference attendance costs for review by Council at the June 22, 2015 council meeting.	Carol	2015-08-26
May 27, 2015 Council Meeting			
15-05-397	That ATCO Electric be authorized to proceed with the repair of one problem street light pole in the Hamlet of La Crete (estimated at \$5,500.00), with funding coming from the General Operating Reserve, and that the remaining street light pole repairs be deferred to the 2016 budget.	Mark Len	2016 Budget Deliberations

Motion	Action Required	Action By	Status
15-05-398	That administration investigates the invested versus the non-invested option for street lighting.	Mark	In progress
June 10, 2015 Council Meeting			
15-06-411	That Mackenzie County participates with the First Nations and North Peace Tribal Council in the regional connectivity initiative and that the Reeve and Deputy Reeve or designate be authorized to attend meetings.	Joulia	
15-06-434	That the "No Calcium for Dust Control" petition be received for information and that administration research alternatives to calcium for next year.	Ron Len	2016 Budget
15-06-444	That the La Crete Municipal Nursing Association request for partial closure of 105 th Street in the Hamlet of La Crete be referred to the Public Works Committee.	Len	PW Committee
June 22, 2015 Council Meeting			
15-06-451	That Mackenzie County host two board development workshops (one in La Crete and one in Fort Vermilion) for the non-profit groups that receive funding from the County	Joulia	September 16 & 17, 2015
15-06-462	That a land use bylaw amendment be brought back to include a definition of panhandles and that developers be encouraged to use the road allowance in the interim.	Byron	
July 29, 2015 Council Meeting			
15-04-498	That a letter be sent to the Minister of Parks regarding the process for the removal of natural area statuses from the lands within Mackenzie County.	Joulia	In progress
15-07-504	That a penalty of \$500 per day be applied to Northern Road Builders for the La Crete Sewage Lagoon upgrade and expansion project starting July 16, 2015.	Fred Joulia	In progress
15-07-505	That an additional \$35,000 be added to the Lift Station 5 Grinder project with funds coming from the Sewer Upgrading Reserve with the new total budget being \$80,000.	Mark	
15-07-521	That a letter be sent to the Northern Alberta Development Council regarding the agriculture situation in Mackenzie County.	Joulia	
15-07-522	That the Reeve, local Councillors and the Chief Administrative Officer meet with Knelsen Sand & Gravel regarding the concerns of their industrial lot within the Hamlet of La Crete and that the Municipal Planning Commission review incompatible land use developments in the Hamlet of La Crete and bring back recommendations to council.	Joulia Byron	In progress
15-07-523	That administration obtain quotes for installing a standalone sidewalk from the Goertzen subdivision entry	Len Byron	2016 Budget Deliberations

Motion	Action Required	Action By	Status
	and along 94th Avenue connecting to the existing sidewalks and for installing street lights on street corners within the subdivision for review and consideration at the 2016 budget deliberations.		
15-07-525	That a letter be sent to Graham Smith in response to his concerns regarding grazing reserve restrictions.	Joulia	
15-07-530	That administration be authorized to negotiate the Water Supply and Wastewater Acceptance Agreement with Tall Cree First Nation as discussed.	Joulia Fred	
15-07-531	That administration be authorized to negotiate a Mutual Aid Agreement with Tall Cree First Nation.	Joulia Ron	In progress
August 11, 2015 Council Meeting			
15-08-541	That administration addresses the safety concern on the Zama Road.	Ron	August 26, 2015 Council Meeting
15-08-548	That Wilde and Company Chartered Accountants be appointed as the County's auditors for the 2015-2017 term.	Mark	
15-08-549	That the penalty for Tax Roll 082318 be waived	Mark	
15-08-556	That administration be authorized to engage Associated Engineering to evaluate the water service freezing issues for under \$10,000 from the existing budget.	Fred	
15-08-558	That administration submits an expression of interest to under the Climate Resilience Express Program provided by Municipal Climate Change Action Centre.	Joulia (Carrie)	

Motion	Action Required	Action By	Status
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Community Sustainability Plan – Action Items

Tasks	Responsibility	Approximate Deadline
Sustainable governance items:		
Citizen-engagement plan, formal avenues for active citizen involvement in strategic planning, long-term planning; undertake citizen satisfaction surveys;	CAO	
Local elections – collect, keep and report to Council voter data from municipal elections (comparative between elections);	Carol	
Review and/or establish Council Policy/Procedure on media communications, responding to citizens, contact with Government, etc.;	CAO, Carol	
Establish a Council Library in the Corporate Office (make a variety of municipal government related books and magazines available);	CAO, Carol	Completed
Service delivery items:		
Review standards for the services that are delivered and establish a formal process to review and evaluate compliance with those standards;	Management Team	
Infrastructure items:		
Review and recommend options regarding an infrastructure management system;	Management Team	
Review/develop a plan for maintaining municipal infrastructure;	Management Team	
Economic vitality items:		
Bring options regarding establishing an annual business licensing;	Byron	Completed
Risk management items:		
Review and report to Council regarding a municipal service continuity plan;	Management Team	In progress
Review and report to Council regarding Occupational Health and Safety practices (inclusive of CORE certification status).	CAO	In progress