



MUNICIPAL DISTRICT OF GREENVIEW No. 16

REGULAR COUNCIL MEETING AGENDA

Monday March 23, 2020

9:00 AM

Council Chambers
Administration Building

#1	CALL TO ORDER		
#2	ADOPTION OF AGENDA		
#3	MINUTES	3.1 Regular Council Meeting minutes held Monday March 9, 2020.	3
		3.1 Special Council Meeting minutes held Tuesday March 17, 2020.	14
		3.2 Business Arising from the Minutes	
#4	PUBLIC HEARING		
#5	DELEGATION		
#6	BYLAWS	6.1 Bylaw 20-842 Repeal Bylaw 00-324 "Licensing of Businesses"	16
		6.2 Bylaw 20-844 Bylaws for Repeal	19
		6.3 Bylaw 20-845 Repeal of Grande Cache Bylaw 803 "Records Management"	22
		6.4 Bylaw 20-846 "Procedural Bylaw Amendment"	25
#7	BUSINESS	7.1 Cancellation of Township Road 670 – Road and Bridge Construction	47
		7.2 Development Permit Application in a Direct Control District	59

	7.3 Development Permit Application in a Direct Control District	80
	7.4 Write Off 2018 & 2019 Taxes & Penalties on Tax Roll 37532	96
	7.5 Request to Waive the 2019 Penalties on Tax Roll 4095000	118
	7.6 Request for Tender: Information Systems Technology Support Services	134
	7.7 GIS Technician	139
	7.8 ICF with Town of Valleyview	144
	7.9 Schedule Special Council Meeting for April 20, 2020	157
	7.10 Agriculture Services Board Appointment	160
#8	MEMBERS REPORTS/EXPENSE CLAIMS	164
	<ul style="list-style-type: none"> • Ward 3 Members Business • Ward 4 Members Business/Expense Claim • Ward 5 Expense Claim • Ward 6 Members Business/Expense Claim • Ward 7 Members Business/Expense Claim • Ward 8 Expense Claim • Division 9 Members Business/Expense Claim 	
#9	CORRESPONDENCE	
	<ul style="list-style-type: none"> • Grande Prairie Chamber of Commerce • Rural Municipalities of Alberta • Municipal World Daily • Grande Cache Community High School – Graduation Invitation • Municipal Water/Wastewater Partnership 	
#10	CLOSED SESSION	
	10.1 Privileged Information (FOIPP; Section 27)	
	10.2 Privileged Information (FOIPP; Section 27)	
	10.3 Disclosure Harmful to Intergovernmental Relations (FOIPP; Section 21)	
#11	ADJOURNMENT	

Minutes of a
REGULAR COUNCIL MEETING
MUNICIPAL DISTRICT OF GREENVIEW NO. 16
Greenview Administration Building,
Valleyview, Alberta, on Monday March 9, 2020

1: Reeve Dale Smith called the meeting to order at 9:04 a.m.
CALL TO ORDER

PRESENT	Ward 5 Division 9 Ward 1 Ward 2 Ward 3 Ward 4 Ward 6 Ward 7 Ward 8 Division 9	Reeve Dale Smith Deputy Reeve Duane Didow Councillor Winston Delorme Councillor Dale Gervais Councillor Les Urness(Teleconference) Councillor Shawn Acton Councillor Tom Burton Councillor Roxie Rutt Councillor Bill Smith Councillor Tyler Olsen
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ATTENDING	Chief Administrative Officer Assistant Chief Administrative Officer General Manager, Community Services General Manager, Infrastructure & Planning Interim Chief Financial Officer Marketing & Communications Manager Recording Secretary	Denise Thompson Stacey Wabick Gerry Murphy Roger Autio Aleks Nelson Stacey Sevilla Lianne Kruger
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ABSENT

#2: MOTION: 20.03.143. Moved by: COUNCILLOR TYLER OLSEN
AGENDA That Council adopt the March 9, 2020 Regular Council Meeting Agenda including the following additions:

- Closed Session Item 10.1 Privileged Information FOIPP Section 27
- Closed Session Item 10.2 Disclosure Harmful to Business Interests of a Third Party FOIPP Section 16
- Closed Session Item 10.3 Privileged Information FOIPP Section 27

CARRIED

REGULAR COUNCIL MEETING MINUTES MOTION: 20.03.144. Moved by: COUNCILLOR TOM BURTON
That Council adopt the minutes of the Regular Council Meeting held on Monday February 24, 2020 as amended;

- Add range road and Township Road to Agenda Items 7.1

CARRIED

**#3.2
BUSINESS ARISING
FROM MINUTES**

3.2 BUSINESS ARISING FROM MINUTES:

6.3 BYLAW 20-842 BYLAWS FOR REPEAL

**BYLAW 20-842
FIRST READING**

MOTION: 20.03.145. Moved by: COUNCILLOR WINSTON DELORME
That Council give first reading to Bylaw 20-842 "a bylaw to repeal Bylaw 00-324
"Licensing of Businesses" and Grande Cache Bylaws No. 787 "Business License"
and No. 803 "Records Management".

**BYLAW 20-842
DEFERRED**

MOTION: 20.03.146. Moved by: COUNCILLOR WINSTON DELORME
That Council defer motion 20.03.145., Bylaw 20-842 Bylaws for Repeal until the
March 23, 2020 Regular Council Meeting.

CARRIED

**#4
PUBLIC HEARING**

4.0 PUBLIC HEARING

**4.1 BYLAW 20-837 RE-DESIGNATE FROM AGRICULTURE ONE DISTRICT TO
INSTITUTIONAL DISTRICT**

Chair Dale Smith opened the Public Hearing regarding Bylaw 20-837 at 10:03 a.m.

IN ATTENDANCE

Development Officer
Adjacent Home Owner

Leona Dixon
Jack Robertson

**REFERRAL AGENCY
& ADJACENT LAND
OWNER
COMMENTS**

Development Officer, Leona Dixon, provided a summary of the responses from
referral agencies.

**APPLICANT
BACKGROUND
INFORMATION**

Lot is adjacent to the Hamlet of DeBolt, purchased by Greenview to place the
Grand Spirit Seniors Housing on the property.

**QUESTIONS FROM
COUNCIL**

The Chair called for any questions from Council.
Council discussed concerns regarding access to the acreage to the north crossing
a Municipal Reserve and requested more information on how access will work
for both the Seniors Housing and the homeowners to the north.
Surveyors were to have prepared options for the Public Hearing, but they didn't
come through. Administration can have the survey to Council prior to third
reading should Council wish to defer second and third reading to a future Council
Meeting.

IN FAVOUR

The Chair requested that anyone in favour of the application come forward.
None were heard.

OPPOSED The Chair requested that anyone opposed of the application come forward.
Jack Robertson opposes the Seniors Centre being placed in this spot. Mr. Robertson voiced that the Seniors Housing may be better placed next to the Public Services Building due to lack of room in the existing proposed location.

QUESTIONS FROM THE APPLICANT OR PRESENTER The Chair called for any questions from the Applicant or those that had spoke in favour or against the applications.

FAIR & IMPARTIAL HEARING The Chair asked the Applicant if they have had a fair and impartial hearing.
The Applicant responded, yes.

BYLAW 19-822 Chair Dale Smith closed the Public Hearing regarding Bylaw 20-837 at 10:23 a.m.

4.2 BYLAW 20-838 RE-DESIGNATE FROM COUNTRY RESIDENTIAL ONE DISTRICT TO INSTITUTIONAL DISTRICT

Chair Dale Smith opened the Public Hearing regarding Bylaw 20-838 at 10:24 a.m.

IN ATTENDANCE Development Officer Leona Dixon

REFERRAL AGENCY & ADJACENT LAND OWNER COMMENTS Development Officer, Leona Dixon, provided a summary of the responses from referral agencies.

APPLICANT BACKGROUND INFORMATION Lot is in the Hamlet of Grovedale, owned by Greenview to place the Seniors Housing on the property.

QUESTIONS FROM COUNCIL The Chair called for any questions from Council.
None were heard.

IN FAVOUR The Chair requested that anyone in favour of the application come forward.
None were heard.

OPPOSED The Chair requested that anyone opposed of the application come forward.
None were heard.

QUESTIONS FROM THE APPLICANT OR PRESENTER The Chair called for any questions from the Applicant or those that had spoke in favour or against the applications.
None were heard.

FAIR & IMPARTIAL HEARING The Chair asked the Applicant if they have had a fair and impartial hearing.
The Applicant responded, yes.

BYLAW 19-822 Chair Dale Smith closed the Public Hearing regarding Bylaw 20-838 at 10:27 a.m.

**#5.0
DELEGATION** **5.0 DELEGATIONS**

There were no Delegations present.

**#6.0
BYLAWS** **6.0 BYLAWS**

6.1 BYLAW 20-837 RE-DESIGNATE FROM AGRICULTURE ONE DISTRICT TO INSTITUTIONAL DISTRICT

**BYLAW 20-837
SECOND READING**

MOTION: 20.03.147. Moved by: COUNCILLOR TOM BURTON
That Council give Second Reading to Bylaw No. 20-837 to re-designate a 0.92-hectare (2.28-acre) ± area from Agricultural One (A-1) District to Institutional (INS) District within NW-12-72-01-W6.

CARRIED

**BYLAW 20-837
THIRD READING**

MOTION: 20.03.148. Moved by: COUNCILLOR ROXIE RUTT
That Council give Third Reading to Bylaw No. 20-837 to re-designate a 0.92-hectare (2.28-acre) ± area from Agricultural One (A-1) District to Institutional (INS) District within NW-12-72-01-W6

CARRIED

6.2 BYLAW 20-838 RE-DESIGNATE FROM COUNTRY RESIDENTIAL ONE DISTRICT TO INSTITUTIONAL DISTRICT

**BYLAW 20-838
SECOND READING**

MOTION: 20.03.149. Moved by: COUNCILLOR BILL SMITH
That Council give Second Reading to Bylaw No. 20-838 to re-designate a 1.30-hectare (3.21-acre) ± area from Country Residential One (CR-1) District to Institutional (INS) District within NW-33-69-06-W6 (Plan 0324934 Block 1 Lot 1A).

CARRIED

**BYLAW 20-838
THIRD READING**

MOTION: 20.03.150. Moved by: COUNCILLOR BILL SMITH
That Council give Third Reading to Bylaw No. 20-838 to re-designate a 1.30-hectare (3.21-acre) ± area from Country Residential One (CR-1) District to Institutional (INS) District within NW-33-69-06-W6 (Plan 0324934 Block 1 Lot 1A).

CARRIED

#7
BUSINESS

7.0 BUSINESS

7.1 SIGNING AUTHORITY CHANGES

TABLED MOTION
20.02.134 LIFTED

MOTION: 20.03.151. Moved by: COUNCILLOR DALE GERVAIS
That Council lift deferred motion 20.02.135, Signing Authority Changes.
CARRIED

SIGNING
AUTHORITY

MOTION: 20.02.134. Moved by: COUNCILLOR LES URNESS
That Council remove former General Manager, Corporate Services, Rosemary Offrey from the list of authorized signing authorities on Greenview bank account held at Servus Credit Union and add Stacey Wabick, Assistant Chief Administrative Officer as signing authority.
CARRIED

7.2 ROAD REQUEST FOR ACCESS

ROAD REQUEST
FOR ACCESS

MOTION: 20.03.152. Moved by: COUNCILLOR WINSTON DELORME
That Council accept the Range Road 242 Township Road 713A, NW 23-71-24 W5M, Road Request project as a part of the 2020 Capital Block Funding program.
CARRIED

7.3 COMMUNITY PEACE OFFICER PROGRAM – 2020 CAPITAL ADJUSTMENT

COMMUNITY
PEACE OFFICER
PROGRAM

MOTION: 20.03.153. Moved by: COUNCILLOR WINSTON DELORME
That Council approve an additional \$19,600.00 to PO20001, PO20002, PO20003 and PO20004 respectively, a total of \$78,400.00 to the vehicles for the Community Peace Officer Program, with funds to come from 2020 Protective Services.
CARRIED

COMMUNITY
PEACE OFFICER
PROGRAM -
CONTINGENCY

MOTION: 20.03.154. Moved by: COUNCILLOR TOM BURTON
That Council authorize Administration to transfer \$78,400.00 from Contingency Reserve to the 2020 Protective Services Budget.
CARRIED

7.4 BIRCH HILLS – GREENVIEW ICF

BIRCH HILLS
/GREENVIEW ICF

MOTION: 20.03.155. Moved by: COUNCILLOR DALE GERVAIS
That Council approve the Birch Hills County – M.D of Greenview Intermunicipal Collaboration Framework.
CARRIED

Reeve Dale Smith recessed the meeting at 9:52 a.m.

Reeve Dale Smith reconvened the meeting at 10:02 a.m.

7.5 POLICY 1026 – GREENVIEW SPONSORSHIPS

POLICY 1026

MOTION: 20.03.156. Moved by: COUNCILLOR SHAWN ACTON
That Council approve Policy 1026 “Greenview Sponsorships”, as presented.
CARRIED

7.6 POLICY 1034 “ASSET MANAGEMENT”

POLICY 1034

MOTION: 20.03.157. Moved by: COUNCILLOR TOM BURTON
That Council approve Policy 1034 “Asset Management” as presented.
CARRIED

7.7 POLICY 8002 “COMMUNITY GRANTS”

POLICY 8002

MOTION: 20.03.158. Moved by: COUNCILLOR WINSTON DELORME
That Council approve Policy 8002 “Community Grants”, as presented.
CARRIED

7.8 POLICY 8004 “COMMUNITY EVENTS AND CHARITABLE DONATIONS

POLICY 8004

MOTION: 20.03.159. Moved by: COUNCILLOR ROXIE RUTT
That Council approve Policy 8004 “Community Events and Charitable Donations”,
as amended:

- Name Change from Community Events and Charitable Donations to
Greenview Sponsorships and Donations

CARRIED

7.9 RIDGEVALLEY SENIORS ASSISTANCE SOCIETY

RIDGEVALLEY
SENIORS
ASSISTNCE SOCIETY

MOTION: 20.03.160. Moved by: COUNCILLOR ROXIE RUTT
That Council take no action on the funding request from the Ridgevalley Seniors
Assistance Society for the development of independent living duplexes adjacent
to Ridgevalley Alberta.

CARRIED

7.10 7TH ANNUAL BIG LAKES COUNTY CHARITY GOLF TOURNAMENT – SPONSORSHIP REQUEST

**BIG LAKES COUNTY
CHARITY GOLF
TOURNAMENT**

MOTION: 20.03.161. Moved by: COUNCILLOR TOM BURTON
That Council approve a Bronze Sponsorship of \$1,000.00 to Big Lakes County for the 7th Annual Big Lakes County Charity Golf Tournament, with funds to come from the Community Services Miscellaneous Grants.

CARRIED

7.11 JUNIOR RODEO D3 – SPONSORSHIP REQUEST

JUNIOR RODEO D3

MOTION: 20.03.162. Moved by: COUNCILLOR WINSTON DELORME
That Council approve Single Event Sponsorship in the amount of \$500.00 to the Alberta Junior High School Rodeo Association, with funds to come from Community Services Miscellaneous Grants.

CARRIED

7.12 PARTY PROGRAM – SPONSORSHIP REQUEST

PARTY PROGRAM

MOTION: 20.03.163. Moved by: COUNCILLOR WINSTON DELORME
That Council approve a \$500.00 sponsorship to the Town of Valleyview for the Prevent Alcohol and Risk Related Trauma in Youth Program, to be hosted on May 22, 2020 in Valleyview, AB., with funds to come from Community Services Miscellaneous grants.

CARRIED

7.13 WARD BOUNDARY REVIEW

**WARD BOUNDARY
REVIEW – WARD 1
BOUNDARY**

MOTION: 20.03.164. Moved by: COUNCILLOR TOM BURTON
That the current boundaries of Ward 1 remain the same in the Ward Boundary Bylaw and that one elected representative be elected from Ward 1.
Councillor Gervais requested a recorded vote;
For: Councillor Bill Smith, Councillor Tom Burton, Councillor Shawn Acton, Councillor Tyler Olsen, Councillor Winston Delorme, Councillor Les Urness
Opposed: Reeve Dale Smith, Councillor Roxie Rutt, Councillor Dale Gervais, Deputy Reeve Duane Didow

CARRIED

**WARD BOUNDARY
REVIEW – 11
MEMBER COUNCIL**

MOTION: 20.03.165. Moved by: COUNCILLOR TOM BURTON

That the Ward Boundary Review reflect an 11 Member Council.

Reeve Dale Smith requested a recorded vote;

For: Councillor Tom Burton, Councillor Dale Gervais, Councillor Bill Smith
Councillor Les Urness, Reeve Dale Smith, Councillor Winston Delorme

Opposed: Councillor Roxie Rutt, Deputy Reeve Duane Didow, Councillor Tyler Olsen, Councillor Shawn Acton.

CARRIED

**WARD BOUNDARY
REVIEW – SECOND
ELECTED OFFICIAL
WARD 8**

MOTION: 20.03.166. Moved by: COUNCILLOR DALE GERVAIS

That Council direct Administration to bring forward a bylaw adding a second elected representative to Ward 8 (Grovedale) and leaving the remaining wards as is.

Reeve Dale Smith requested a recorded vote;

For: Councillor Bill Smith, Councillor Tom Burton, Councillor Dale Gervais,
Councillor Roxie Rutt, Reeve Dale Smith, Councillor Tyler Olsen, Councillor
Winston Delorme, Deputy Reeve Duane Didow, Councillor Les Urness.

Opposed: Councillor Shawn Acton

CARRIED

7.14 CAO/MANAGERS REPORTS

**CAO/MANAGER
REPORTS**

MOTION: 20.03.167. Moved by: DEPUTY REEVE DUANE DIDOW

That Council accept the CAO/Managers Reports for information as presented.

CARRIED

**#8
COUNCILLORS
BUSINESS &
REPORTS**

8.1 COUNCILLORS' BUSINESS & REPORTS

8.1 MEMBERS' REPORT: Council provided reports on activities and events attended, additions and amendments include the following:

WARD 1

COUNCILLOR WINSTON DELORME submitted his update to Council on his recent activities, which include;

February 24, 2020 Regular Council Meeting

Federation of Canadian Municipalities Hospitality Suite Meeting

WARD 2

COUNCILLOR DALE GERVAIS updated Council on his recent activities, which include;

February 24 Regular Council Meeting

Greenview Regional Multiplex Board Meeting

- WARD 3** **COUNCILLOR LES URNESS** updated Council on his recent activities, which include;
February 24, 2020 Regular Council Meeting
Little Smoky Ski Hill Governance Board meeting
Greenview Regional Multiplex Board Meeting
- WARD 4** **COUNCILLOR SHAWN ACTON** submitted his update to Council on his recent activities, which include;
February 24, 2020 Regular Council Meeting
Alberta Care Conference
Emergency Management ICS 200
- WARD 5** **REEVE DALE SMITH** submitted his update to Council on his recent activities, which include;
February 10, 2020 Regular Council Meeting
Tri Municipal Industrial Partnership - Signing
Growing the North Conference
February 19, 2020 Special Council Meeting via Teleconference
February 24, 2020 Regular Council meeting
Agriculture Services Board Meeting
Little Smoky Ski Hill Meeting
- WARD 6** **COUNCILLOR TOM BURTON** submitted his update to Council on his recent activities, which include;
MD of Greenview Library Board Meeting
Minister's & MLA's Breakfast Meeting
Municipal Planning Commission Meeting
Policy Review Committee Meeting
RMRF Annual Northern Municipal Law Seminar
East Smoky Recreation Board Meeting
February 18, 2020 Committee of the Whole Meeting
February 18, 2020 Special Council Meeting
February 19, 2020 Special Council Meeting
Growing the North Conference
Minister of Economic Development, Trade and Tourism
RMA District 4 Zone Meeting
Alberta Provincial Rural Crime Watch Symposium
February 24, 2020 Regular Council Meeting
Weyerhaeuser International Paper

WARD 7 **COUNCILLOR ROXIE RUTT** submitted her update to Council on her recent activities, which include;
February 24, 2020 Regular Council Meeting
EIOP Information Session - Valleyview
P.A.C.E. Board of Directors Meeting

WARD 8 **COUNCILLOR BILL SMITH** updated Council on his recent activities, which include;
Agriculture Services Board Conference

DIVISION 9 **DEPUTY REEVE DUANE DIDOW** submitted his update to Council on his recent activities, which include;
February 24, 2020 Regular Council Meeting
EOIP Information Session – Grande Cache
RMA Analysis: Budget 2020 – Teleconference
Northwest Alberta Sport Excellence Awards

DIVISION 9 **COUNCILLOR TYLER OLSEN** submitted his update to Council on his recent activities, which include;
February 24, 2020 Regular Council Meeting
Municipal Planning Commission Meeting
EIOP Information Session – Valleyview
Nitehawk Adventure Park Meeting
Grande Prairie Regional Tourism Association Meeting
EIOP Information Session – Grande Cache
The River of Death & Discovery Dinosaur Museum Society
Emergency Management – ICS 200

MEMBERS BUSINESS **MOTION: 20.03.168.** Moved by: **COUNCILLOR SHAWN ACTON**
That Council receive Members Business for information.

CARRIED

#9
CORRESPONDENCE **9.0 CORRESPONDENCE**

COUNCIL
CORRESPONDENCE **MOTION: 20.03.169.** Moved by: **COUNCILLOR TOM BURTON**
That Council accept the correspondence for information, as presented.

CARRIED

10.0 CLOSED SESSION

CLOSED SESSION

MOTION: 20.170. Moved by: DEPUTY REEVE DUANE DIDOW

That the meeting go to Closed Session, at 2:26 p.m., pursuant to Section 197 of the Municipal Government Act, 2000, Chapter M-26 and amendments thereto, and Division 2 of Part 1 of the Freedom of Information and Protection of Privacy Act, Revised Statutes of Alberta 2000, Chapter F-25 and amendments thereto, to discuss Privileged Information with regards to the Closed Session.

CARRIED

10.1 PRIVILEGED INFORMATION

(FOIPP; Section 27)

10.2 DISCLOSURE HARMFUL TO BUSINESS INTERESTS OF A THIRD PARTY

(FOIPP; Section 16)

10.3 PRIVILEGED INFORMATION

(FOIPP; Section 27)

OPEN SESSION

MOTION: 20.03.171. Moved by: COUNCILLOR SHAWN ACTON

That, in compliance with Section 197(2) of the Municipal Government Act, this meeting come into Open Session at 3:13 p.m.

CARRIED

11.0 ADJOURNMENT

#11 ADJOURNMENT

MOTION: 20.03.172. Moved by: COUNCILLOR TOM BURTON

That the March 9, 2020 Regular Council meeting adjourn at 3:14 p.m.

CARRIED

CHIEF ADMINISTRATIVE OFFICER

REEVE

Minutes of a
SPECIAL COUNCIL MEETING
MUNICIPAL DISTRICT OF GREENVIEW NO. 16
Administration Building
Valleyview Alberta, on Tuesday, March 17, 2020

1:
CALL TO ORDER

Reeve Dale Smith called the meeting to order at 10:07 a.m.

PRESENT

Division 9	Deputy Reeve Duane Didow (Teleconference)
Ward 2	Councillor Dale Gervais
Ward 3	Councillor Les Urness
Ward 4	Councillor Shawn Acton
Ward 6	Councillor Tom Burton
Ward 7	Councillor Roxie Rutt
Ward 8	Councillor Bill Smith (Teleconference)
Division 9	Councillor Tyler Olsen (Teleconference)

ATTENDING

Chief Administrative Officer	Denise Thompson
Assistant Chief Administrative Officer	Stacey Wabick
General Manager, Community Services	Gerry Murphy
General Manager, Infrastructure & Planning	Roger Autio
Manager of Marketing & Communications	Stacey Sevilla
Recording Secretary	Lianne Kruger

ABSENT

Ward 1	Winston Delorme
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#2:
AGENDA

MOTION: 20.03.173. Moved by: COUNCILLOR SHAWN ACTON
That Council adopt the Tuesday March 17, 2020 Special Council Meeting agenda, with the following addition;

- Agenda Item 4.2 Fire Services

CARRIED

#3
BYLAWS

3.1 BYLAW 20-846 PROCEDURAL BYLAW AMENDMENT

BYLAW 20-846
AMENDMENTS
FIRST READING

MOTION: 20.03.174. Moved by: COUNCILLOR ROXIE RUTT
That Council give first reading to Bylaw 20-846 "Procedural Bylaw Amendment".

- Add extenuating circumstances clause to 5.6.2.a.

CARRIED

#4
NEW BUSINESS

4.1 ADMINISTRATIVE UPDATE – COVID-19

COVID-19 UPDATE

MOTION: 20.03.175. Moved by: COUNCILLOR TOM BURTON
That Council accept the update regarding COVID-19 for information, as presented.

CARRIED

4.2 FIRE SERVICES

Moved to Closed Session.

#5
CLOSED SESSION

5.0 CLOSED SESSION

CLOSED SESSION

MOTION: 20.03.176. Moved by: COUNCILLOR DALE GERVAIS
That the meeting go to Closed Session, at 10:53 a.m., pursuant to Section 197 of the Municipal Government Act, 2000, Chapter M-26 and amendments thereto, and Division 2 of Part 1 of the Freedom of Information and Protection of Privacy Act, Revised Statutes of Alberta 2000, Chapter F-25 and amendments thereto, to discuss Privileged Information with regards to the Closed Session.

CARRIED

5.1 PRIVILEGED INFORMATION

OPEN SESSION

MOTION: 20.03.177. Moved by: COUNCILLOR SHAWN ACTON
That, in compliance with Section 197(2) of the Municipal Government Act, this meeting come into Open Session at 11:42 a.m.

CARRIED

#6
ADJOURNMENT

4.0 ADJOURNMENT

MOTION: 20.03.178. Moved by: COUNCILLOR ROXIE RUTT
That this Committee of the Whole meeting adjourn at 11:43 a.m.

CARRIED

CHIEF ADMINISTRATIVE OFFICER

CHAIR



REQUEST FOR DECISION

SUBJECT: **Bylaw 20-842 Repeal Bylaw 00-324 "Licensing of Businesses"**
SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION
MEETING DATE: March 23, 2020 CAO: DT MANAGER:
DEPARTMENT: CAO SERVICES ACAO PRESENTER: DL
STRATEGIC PLAN: Level of Service

RELEVANT LEGISLATION:

Provincial (cite) – Municipal Government Act, R.S.A. 2000, Chapter M-26, Section 191.

Council Bylaw/Policy (cite) –N/A

RECOMMENDED ACTION:

MOTION: That Council give first reading to Bylaw 20-842 "a bylaw to repeal Bylaw 00-324 "Licensing of Businesses".

MOTION: That Council give second reading to Bylaw 20-842 "a bylaw to repeal Bylaw 00-324 "Licensing of Businesses".

BACKGROUND/PROPOSAL:

At the February 24 Council Meeting, Council defeated a revised business license bylaw that would have made business licenses mandatory for all businesses in Greenview. As it stands now, Greenview continues to have two bylaws relating to business licenses that are contradictory. Greenview Bylaw 00-324 provides for businesses to voluntarily get a business license, meanwhile Grande Cache Bylaw No. 787 provides for mandatory business licenses in the Hamlet. With the defeat of the bylaw to make business licenses mandatory for all, Administration is bringing forward a bylaw to repeal both business license bylaws.

With this repeal, business licenses will not be required for businesses in Greenview and will not be provided to businesses by administration. Businesses will still be required to have a valid development permit. In some cases, a business may require additional municipal approvals, for example liquor or cannabis establishments. Greenview administration will have a process in place for businesses to request a written notice of approval from the municipality to operate their business for these special circumstances.

At the March 9, 2020 Council meeting, Council deferred first reading on Bylaw 20-842, in order for the bylaws to be brought back to council as three separate bylaws for repeal.

BENEFITS OF THE RECOMMENDED ACTION:

1. Greenview will have bylaws that apply consistently over all of Greenview.

DISADVANTAGES OF THE RECOMMENDED ACTION:

There are no perceived disadvantages to the recommended motion.

ALTERNATIVES CONSIDERED:

Alternative #1: Council may decide to keep one or both of the business license bylaws in force. This is not recommended because both bylaws were drafted at a time where circumstances in Greenview were different. Whatever bylaw Council decided to keep, it would need to be updated. Keeping both would be contradictory in having volunteer participation everywhere in Greenview, and having it mandatory in Grande Cache.

FINANCIAL IMPLICATION:

There are no financial implications to the recommended motion.

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

Inform - To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.

PROMISE TO THE PUBLIC

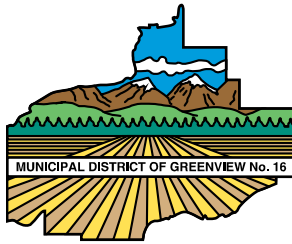
Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Administration will bring the bylaw back for third reading and will bring a revision to the Schedule of Fees Bylaw if Council decides to remove business licenses entirely.

ATTACHMENT(S):

- Repealing Bylaw 20-842
- Bylaw 00-324



BYLAW NO. 20- 842
of the Municipal District of Greenview No. 16

A Bylaw of the Municipal District of Greenview No. 16, in the Province of Alberta to repeal Bylaw 00-324 “Licensing of Businesses”.

WHEREAS, under the provisions of the Municipal Government Act, R.S.A 2000, Chapter M-26, Section 191(1) the power to pass a bylaw includes a power to amend or repeal a bylaw; and

NOW THEREFORE, the Council of the M.D. of Greenview No. 16, duly assembled in the Province of Alberta, hereby repeals the following:

1. Bylaw 00-324 – Licensing of Businesses

This Bylaw shall come into force and effect upon the day of final passing

Read a first time this _____ day of _____, 2020.

Read a second time this _____ day of _____, 2020.

Read a third time and passed this _____ day of _____, 2020.



REQUEST FOR DECISION

SUBJECT: **Bylaw 20-844 Bylaws for Repeal**
SUBMISSION TO: REGULAR COUNCIL MEETING
MEETING DATE: March 23, 2020
DEPARTMENT: CAO SERVICES
STRATEGIC PLAN: Level of Service

REVIEWED AND APPROVED FOR SUBMISSION
CAO: DT
ACA
MANAGER:
PRESENTER: DL

RELEVANT LEGISLATION:

Provincial (cite) – Municipal Government Act, R.S.A. 2000, Chapter M-26, Section 191.

Council Bylaw/Policy (cite) –N/A

RECOMMENDED ACTION:

MOTION: That Council give first reading to Bylaw 20-844 “a bylaw to repeal Grande Cache Bylaw No. 787 “Business License”.

MOTION: That Council give second reading to Bylaw 20-844 “a bylaw to repeal Grande Cache Bylaw No. 787 “Business License”.

BACKGROUND/PROPOSAL:

At the February 24 Council Meeting, Council defeated a revised business license bylaw that would have made business licenses mandatory for all businesses in Greenview. As it stands now, Greenview continues to have two bylaws relating to business licenses that are contradictory. Greenview Bylaw 00-324 provides for businesses to voluntarily get a business license, meanwhile Grande Cache Bylaw No. 787 provides for mandatory business licenses in the Hamlet. With the defeat of the bylaw to make business licenses mandatory for all, Administration is bringing forward a bylaw to repeal both business license bylaws.

With this repeal, business licenses will not be required for businesses in Greenview and will not be provided to businesses by administration. Businesses will still be required to have a valid development permit. In some cases, a business may require additional municipal approvals, for example liquor or cannabis establishments. Greenview administration will have a process in place for businesses to request a written notice of approval from the municipality to operate their business for these special circumstances.

At the March 9, 2020 Council meeting, Council deferred first reading on Bylaw 20-842, in order for the bylaws to be brought back to council as three separate bylaws for repeal.

BENEFITS OF THE RECOMMENDED ACTION:

1. Greenview will have bylaws that apply consistently over all of Greenview.

DISADVANTAGES OF THE RECOMMENDED ACTION:

There are no perceived disadvantages to the recommended motion.

ALTERNATIVES CONSIDERED:

Alternative #1: Council may decide to keep one or both of the business license bylaws in force. This is not recommended because both bylaws were drafted at a time where circumstances in Greenview were different. Whatever bylaw Council decided to keep, it would need to be updated. Keeping both would be contradictory in having volunteer participation everywhere in Greenview, and having it mandatory in Grande Cache.

FINANCIAL IMPLICATION:

There are no financial implications to the recommended motion.

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

Inform - To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Administration will bring the bylaw back for third reading and will bring a revision to the Schedule of Fees Bylaw if Council decides to remove business licenses entirely.

ATTACHMENT(S):

- Repealing Bylaw 20-844
- Grande Cache Bylaw 787



BYLAW NO. 20- 844
of the Municipal District of Greenview No. 16

A Bylaw of the Municipal District of Greenview No. 16, in the Province of Alberta to repeal Bylaw Grande Cache Bylaw No. 787 “Business License”.

WHEREAS, under the provisions of the Municipal Government Act, R.S.A 2000, Chapter M-26, Section 191(1) the power to pass a bylaw includes a power to amend or repeal a bylaw; and

WHEREAS, in accordance with Order in Council 361/2018 the Town of Grande Cache was dissolved and directed to become a hamlet in the M.D. of Greenview No. 16 effective January 1, 2019; and

WHEREAS, under the provisions of the Order in Council 361/2019, bylaws and resolutions of the town continue to apply in the former area of the town until the bylaws or resolutions are repealed, amended or replaced by the Council of the M.D. of Greenview;

NOW THEREFORE, the Council of the M.D. of Greenview No. 16, duly assembled in the Province of Alberta, hereby repeals the following:

1. Bylaw No. 787 – Business License

This Bylaw shall come into force and effect upon the day of final passing

Read a first time this _____ day of _____, 2020.

Read a second time this _____ day of _____, 2020.

Read a third time and passed this _____ day of _____, 2020.



REQUEST FOR DECISION

SUBJECT:	Bylaw 20-845 Repeal of Grande Cache Bylaw 803 "Records Management"		
SUBMISSION TO:	REGULAR COUNCIL MEETING	REVIEWED AND APPROVED FOR SUBMISSION	
MEETING DATE:	March 23, 2020	CAO: DT	MANAGER:
DEPARTMENT:	CAO SERVICES	ACAO	PRESENTER: DL
STRATEGIC PLAN:	Level of Service		

RELEVANT LEGISLATION:

Provincial (cite) – Municipal Government Act, R.S.A. 2000, Chapter M-26, Section 191.

Council Bylaw/Policy (cite) –N/A

RECOMMENDED ACTION:

MOTION: That Council give first reading to Bylaw 20-845 "a bylaw to repeal Grande Cache Bylaw No. 803 "Records Management".

MOTION: That Council give second reading to Bylaw 20-845 "a bylaw to repeal Grande Cache Bylaw No. 803 "Records Management".

BACKGROUND/PROPOSAL:

The records management bylaw for Grande Cache is no longer required as Greenview Council adopted a new records management bylaw on February 24, 2020 that applies to all records in Greenview. Administration is requesting Council repeal this bylaw as well.

BENEFITS OF THE RECOMMENDED ACTION:

1. Greenview will have bylaws that apply consistently over all of Greenview.
-

DISADVANTAGES OF THE RECOMMENDED ACTION:

There are no perceived disadvantages to the recommended motion.

ALTERNATIVES CONSIDERED:

Alternative #1: Council could determine not to repeal the Grande Cache Bylaw, but this is not recommended as Greenview will have two sets of guidelines to follow for records management and destruction.

FINANCIAL IMPLICATION:

There are no financial implications to the recommended motion.

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

Inform - To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Administration will bring the bylaw back for third reading.

ATTACHMENT(S):

- Repealing Bylaw 20-845
- Grande Cache Bylaw 803



BYLAW NO. 20- 845 of the Municipal District of Greenview No. 16

A Bylaw of the Municipal District of Greenview No. 16, in the Province of Alberta to repeal Bylaw 00-324 “Licensing of Businesses” and Grande Cache Bylaws No. 787 “Business License” and No. 803 “Records Management”.

WHEREAS, under the provisions of the Municipal Government Act, R.S.A 2000, Chapter M-26, Section 191(1) the power to pass a bylaw includes a power to amend or repeal a bylaw; and

WHEREAS, in accordance with Order in Council 361/2018 the Town of Grande Cache was dissolved and directed to become a hamlet in the M.D. of Greenview No. 16 effective January 1, 2019; and

WHEREAS, under the provisions of the Order in Council 361/2019, bylaws and resolutions of the town continue to apply in the former area of the town until the bylaws or resolutions are repealed, amended or replaced by the Council of the M.D. of Greenview;

NOW THEREFORE, the Council of the M.D. of Greenview No. 16, duly assembled in the Province of Alberta, hereby repeals the following:

1. Bylaw 803 – Records Management

This Bylaw shall come into force and effect upon the day of final passing

Read a first time this _____ day of _____, 2020.

Read a second time this _____ day of _____, 2020.

Read a third time and passed this _____ day of _____, 2020.



REQUEST FOR DECISION

SUBJECT: **Bylaw 20-846 “Procedural Bylaw Amendment”**
SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION
MEETING DATE: March 23, 2020 CAO: DT MANAGER:
DEPARTMENT: CAO SERVICES GM: PRESENTER: DL
STRATEGIC PLAN: Level of Service

RELEVANT LEGISLATION:

Provincial (cite) –N/A

Council Bylaw/Policy (cite) –Bylaw 19-809 “Procedural Bylaw”

RECOMMENDED ACTION:

MOTION: That Council give second Reading to Bylaw 20-846 “Procedural Bylaw Amendment”.

MOTION: That Council give third reading to Bylaw 20-846 “Procedural Bylaw Amendment”.

BACKGROUND/PROPOSAL:

In order to address circumstances such as the COVID-19 outbreak, administration is recommending the amendment of the procedural bylaw. This amendment will allow the Reeve to authorize a meeting to proceed by electronic means without 50% of Members in attendance, under extenuating circumstances.

Meetings with a majority of members attending through electronic means have to be identified as an electronic meeting and made available to the public. This means the public must be notified of how they can listen to the meeting.

Additionally, Administration is recommending a change to the order of business in removing correspondence as correspondence is sent to council separately from their agenda package and it is not reviewed at Council. Correspondence will be replaced with “Notice of Motion”. Lastly, Members Business has been moved to follow Closed Session.

BENEFITS OF THE RECOMMENDED ACTION:

1. Greenview will be prepared to carry on council business through challenges such as COVID-19 or any other circumstance that may prevent councillors from travelling to the main administration office.
-

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. There will be no guarantee that at least half of council will be in attendance at the actual meeting place.
-

ALTERNATIVES CONSIDERED:

Alternative #1: Council could consider removing the requirement to have 50% of Members in attendance all together.

FINANCIAL IMPLICATION:

There are no financial implications to the recommended motion.

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

Inform - To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Administration will update the registry.

ATTACHMENT(S):

- Bylaw 19-809
- Bylaw 20-846



BYLAW NO. 20-846 of the Municipal District of Greenview No. 16

A Bylaw of the Municipal District of Greenview No. 16, in the Province of Alberta to amend Bylaw 19-809 “Procedural Bylaw”.

WHEREAS, under the provisions of the Municipal Government Act, R.S.A 2000, Chapter M-26, Section 191(1) the power to pass a bylaw includes a power to amend or repeal a bylaw.

NOW THEREFORE, the Council of the M.D. of Greenview No. 16, duly assembled in the Province of Alberta, hereby amends the following:

1. This bylaw shall be cited as the “Procedural Bylaw Amendment”.
2. Section 5.6.2.a. is amended by adding “Under extenuating circumstances, the Reeve, in their sole discretion, may authorize a Council meeting or Council committee meeting to proceed through electronic means without half the of the Members being in physical attendance at the meeting”.
3. Section 6.2.1 is amended:
 - a. Section i. “Correspondence” is removed and replaced with “Notice of Motion”.
 - b. Section h. “Member’s Business Report” is moved under “Closed Session”.
4. The revised Order of Business is attached hereto as Schedule A.

This Bylaw shall come into force and effect upon the day of final passing

Read a first time this ____ day of ____, 2020.

Read a second time this ____ day of ____, 2020.

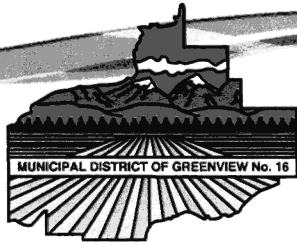
Read a third time and passed this ____ day of ____, 2020.



BYLAW NO. 20-846
of the Municipal District of Greenview No. 16

Schedule A – Revised Order of Business

- a. Call to Order
- b. Adoption of the Agenda
- c. Minutes
- d. Public Hearing
- e. Delegation
- f. Bylaws
- g. Business
- h. Notice of Motion
- i. Closed Session
- j. Members' Business Report
- k. Adjournment



BYLAW NO. 19-809 of the Municipal District of Greenview No. 16

A Bylaw of the Municipal District of Greenview No. 16, in the Province of Alberta, to provide for the orderly proceedings of meetings of Council, Council Committees and other bodies established by Council.

Whereas, pursuant to section 145 of the *Municipal Government Act*, R.S.A 2000, c. M-26, Council may pass bylaws in relation to the establishment and functions of Council Committees, and the procedure and conduct of Council and Council Committees;

And Whereas, pursuant to section 203 of the *Municipal Government Act*, R.S.A 2000, c. M-26, Council may, by bylaw, delegate its powers, duties and functions to a Council Committee;

And Whereas, the *Municipal Government Act* governs the conduct of Councils, Councillors, Council Committees; municipal organization and administration; public participation; and the powers of a municipality;

Therefore, the Council of the M.D of Greenview No. 16 enacts as follows:

1 Short Title

- 1.1 This bylaw shall be cited as the "Procedural Bylaw."

2 Definitions

- 2.1 **Acting Reeve** means the Member, selected by Council, to preside at a meeting in the absence or incapacity of both the Reeve and Deputy Reeve.
- 2.2 **Administration** means the Chief Administrative Officer (CAO) or any employee of Greenview who is accountable to the CAO.
- 2.3 **Agenda** means the order of items of business for a meeting and the associated reports, bylaws and other documents.
- 2.4 **Annual Organizational Meeting** means the annual organizational meeting held in October as required under the *Municipal Government Act*.
- 2.5 **Business Day** means a day in which Greenview Administration Offices are open to the public, typically Monday through Friday, with the exception of Statutory Holidays.
- 2.6 **Call for the Order of the Day** means to demand to take up the proper business in order.

- 2.7 **Chief Administrative Officer (CAO)** means the Chief Administrative Officer for the M.D of Greenview duly appointed by Council as the head of Greenview Administration under Section 205 of the *Municipal Government Act*.
- 2.8 **Chief Elected Official (CEO)** means the person appointed by Council as Reeve of the M.D of Greenview under Section 150 of the *Municipal Government Act*.
- 2.9 **Closed Session** means a meeting or portion thereof where any members of the public are not permitted to attend. Councils and council committees may close all or part of their meetings to the public if a matter to be discussed is within one of the exceptions to disclosure in Division 2 of Part 1 of the *Freedom of Information and Protection of Privacy Act*.
- 2.10 **Committee of the Whole (COW)** means a Council Committee comprised of all Members of Council.
- 2.11 **Council** means the Reeve and Councillors duly elected in the M.D of Greenview and who continue to hold office.
- 2.12 **Council Committee** means a committee established by Council containing the entirety of Council Members, including Committee of the Whole and Municipal Planning Commission. These Committees make recommendations to Council.
- 2.13 **Delegation** means an individual or group making a presentation to Council or Council Committee.
- 2.14 **Deputy Reeve** the Councillor appointed by Council, pursuant to the Municipal Government Act to act as Chief Elected Official in the absence or incapacity of the Reeve.
- 2.15 **Electronic Meeting** means a meeting conducted through electronic communications.
- 2.16 **Freedom of Information and Protection of Privacy Act (FOIP)** means the *Freedom of Information and Protection of Privacy Act*, RSA 2000, Chapter F-25, as amended.
- 2.17 **Greenview** means the municipal corporation of the Municipal District of Greenview No. 16.
- 2.18 **Inaugural Organizational Meeting** means the first organizational meeting following a general election in accordance with requirements under the *Municipal Government Act*.
- 2.19 **Member** means either Council, Council Committee or Board Members.
- 2.20 **Municipal Government Act (MGA)** means the *Municipal Government Act*, RSA 2000, Chapter M-26, as amended.
- 2.21 **Pecuniary Interest** means a pecuniary interest within the meaning of the *Municipal Government Act*.
- 2.22 **Point of Information** means a request to a Member or an Administration, for information relevant to the business at hand, but not related to a point of procedure.
- 2.23 **Point of Order** means a demand that the Chair enforce the rules of procedure.

- 2.24 **Point of Privilege** means a request made to the Chair or Council on any matter related to the rights and privileges of Council or individual Councillors and includes the:
- a. Organization or existence of Council;
 - b. Comfort of Councillors;
 - c. Conduct of administrative employees or members of the public in attendance at the meeting;
 - d. Accuracy of the reports of Council's proceedings;
 - e. Reputation of Councillors or Council.
- 2.25 **Point of Procedure** means a request made to the Chair to obtain information on a matter of parliamentary law or the rules of Council bearing on the business at hand in order to assist a Member to make an appropriate motion, raise a point of order, or understand the parliamentary situation or the effect of the motion.
- 2.26 **Privileged Motion** means motions that cannot be debated including
- a. A motion to recess;
 - b. A motion to adjourn;
 - c. A motion to set a time for adjournment; or
 - d. A point of privilege.
- 2.27 **Quorum** means the majority of all Members that comprise the Council or the Board pursuant to the *Municipal Government Act*.
- 2.28 **Recess** means an intermission or break within a meeting that does not end the meeting, and after which proceedings are immediately resumed at the point that they were interrupted.
- 2.29 **Reeve** means the person elected or appointed as chief elected official under Section 150 of the *Municipal Government Act*.
- 2.30 **Request for Information** means a request from a Member of Council regarding items on the Council meeting or Committee of the Whole meeting Agenda.

3 Application

- 3.1 Bylaw 13-692 "Meeting Procedure Bylaw", Bylaw 13-699 "Procedural Bylaw Amendment", Bylaw 13-713 "Public Hearing Procedure Bylaw" are hereby repealed.
- 3.2 This Bylaw applies to all meetings of Council and Committees and shall be binding on all Councillors and Committee Members.
- 3.3 This Bylaw shall will prevail over any other Bylaw of the Municipal District of Greenview No. 16.

4 Interpretation

- 4.1 When a matter arises relating to proceedings not covered by a provision of this Bylaw, the matter shall be decided by reference to the most recent edition of Robert's Rules of Order.

- 4.2 Procedure is a matter of interpretation by the Chair.
 - 4.2.1 In the event of a conflict between Robert's Rules of Order and this Bylaw, the provisions of this Bylaw shall apply.
 - 4.2.2 In the absence of any statutory obligation, any provision of this Bylaw may be temporarily waived, altered or suspended by Special Resolution (two-thirds majority vote), except:
 - a. The provisions about statutory hearings; and
 - b. The provisions for amending or repealing this Bylaw.

5 Meetings

- 5.1 An Organizational Meeting will be held each year in accordance with the *Municipal Government Act*.
 - 5.1.1 Appointment of Reeve
 - a. The CAO or their designate will:
 - i. Call the meeting to order
 - ii. Issue the oaths of office as the first order of business at the first Organizational Meeting following a General Election;
 - iii. Preside over the election of Reeve by secret ballot;
 - iv. Issue the oath of Reeve.
 - b. The Reeve will:
 - i. Preside over the election of Deputy Reeve for a period of six (6) months by secret ballot, after which the CAO will administer the Oath of Deputy Reeve; and
 - ii. Preside over the remainder of the meeting.
 - c. Appointment of Deputy Reeve
 - i. The Appointment of Deputy Reeve will be made at the annual Organizational Meeting.
 - ii. The Appointment of Deputy Reeve will be for a period of six (6) months and will rotate between Council Members.
 - iii. The order of appointment for the duration of the election term will be determined at the first Organizational Meeting following an election. To determine the order of appointment, Council Members names will be drawn by the CAO from an appropriate receptacle. The appointments will occur in the order that the names are drawn and the order will be noted in the Minutes.
 - iv. A Member of Council is not obligated to serve as Deputy Reeve. In a case where the Councillor declines their turn as Deputy Reeve, the appointment will pass to the next Councillor in the order.
 - d. In the case of tied votes for either Reeve or in the appointment of a Board Member, the CAO will write the names of the individuals in question on slips of paper of equal size and place them in an

appropriate receptacle. The CAO will then draw a name from the receptacle and shall declare the name of the individual written on the withdrawn slip of paper.

- 5.1.2 Establish the dates, times and places for regular meetings of Council, Committee of the Whole, and the Municipal Planning Commission.
 - 5.1.3 Appoint Council Committee and Board Members.
 - 5.1.4 Conduct other business as identified within the organizational meeting agenda.
- 5.2 Regular Council Meeting
- 5.2.1 When a meeting falls on a Statutory Holiday, the meeting will be held the next business day and any other affected meetings shall be rescheduled to the following business day.
 - 5.2.2 All Regular Council meetings will be open to the public with the exception of Closed Session portions of the meeting.
 - 5.2.3 All Regular Council Meetings will be held in Council Chambers in Valleyview, Alberta unless otherwise resolved by Council.
 - 5.2.4 Council, by resolution, can establish additional meeting dates.
- 5.3 Special Council Meeting
- 5.3.1 The Reeve may call a Special Council Meeting at any time, and must do so if a majority of Councillors so request in writing, including a statement of the purpose of the meeting.
 - 5.3.2 A Special Council Meeting must be held within fourteen (14) days of receiving the request.
 - 5.3.3 The Reeve calls a Special Council Meeting by giving at least 24 hours' notice in writing to each Councillor and the public stating the purpose of the meeting, as well as the time and location where it will be held.
- 5.4 Committee of the Whole
- 5.4.1 The Deputy Reeve will Chair Committee of the Whole Meetings. In the absence of the Deputy Reeve, the Reeve will assume the role of Chair.
 - 5.4.2 Delegations will present at Committee of the Whole Meetings unless otherwise directed by majority vote of Council.

5.5 Closed Session Meeting

- 5.5.1 The *Municipal Government Act* permits Council or Council Committee to close all or part of the meeting to the public if a matter to be discussed is within one of the exceptions to disclose contained in Division 2 of Part 1 of the *Freedom of Information and Protection of Privacy Act*.
- 5.5.2 A Subdivision Development Appeal Board may deliberate and make its decisions in meetings closed to the public.
- 5.5.3 When a meeting is held in Closed Session, Council or Council Committee may invite any person or persons to attend the Closed Session Meeting, as Council or Committee deems appropriate.
- 5.5.4 A Meeting held in Closed Session may, but will not generally, exclude Administration, but not Members as long as the Member is not disqualified from participating in the discussion due to Pecuniary Interest.
- 5.5.5 When a meeting is in Closed Session no resolutions may be passed at the meeting, except a resolution to revert to a meeting held in public.

5.6 Electronic Meetings

- 5.6.1 Pursuant to the *Municipal Government Act* a meeting of Council or Committee can be conducted through electronic means or through other communication facilities if:
 - a. Notice is given to the public of the meeting, including the way in which it will be conducted;
 - b. The facilities enable the public to watch and/or listen to the meeting at a place specified in the notice and a designated officer is in attendance at that place; and
 - c. The facilities enable all the meetings participants to watch and/or hear each other.
 - d. Council Members participating in a meeting held by means of a communications facility, or by electronic means, are deemed to be present at the meeting.
- 5.6.2 Members of Council or Committees may participate in meetings through electronic means or other communication facilities if:
 - a. There is a quorum of Council or Committee, including those attending through electronic means, with at least half the Members present in person in the actual meeting place; and
 - b. The Chief Administrative Officer or their designate is present at the place specified in the notice to the public about this meeting.

- 5.6.3 When a meeting goes into Closed Session, a Member of Council or Council Committee who is attending a meeting through electronic means must make a statement declaring that they are alone. To maintain confidentiality of matters discussed in Closed Session, if a Member is not alone, they may not participate in the Closed Session portion of the meeting.
- 5.6.4 Any person who wants to utilize electronic means or communication facilities to attend a meeting must:
 - a. Notify the Reeve or Chair of the Committee, and the CAO or their designate, that he or she intends to participate in the meeting through electronic means or communication facility;
 - b. Provide to the Reeve or Chair the reason that they cannot attend the meeting at the scheduled location; and
 - c. Advise the CAO or their designate of the phone numbers or means by which they will be available throughout the meeting.
- 5.7 Public Hearing
 - 5.7.1 A Public Hearing will be held in conjunction with a Regular Council or Special Council Meeting.
 - 5.7.2 A motion to go into Public Hearing is required before the subject matter is discussed.
 - 5.7.3 The public, or a representative, may address Council on a planning matter or other matter directed by Council subject to:
 - a. The speaker being acknowledged by the Chair.
 - b. Generally a ten (10) minute time limit will be imposed on anyone making a presentation, although additional time may be granted at the discretion of the Chair.
 - c. The presentation must be given in a respectful manner and otherwise in accordance with this Bylaw.
 - d. A presenter will generally be allowed to only speak once on an item, although additional opportunities to speak may be granted by the Chair.
 - e. Discussion shall only be regarding the matter identified on the agenda.
 - 5.7.4 Council members will not debate issues with any speaker, but each Member of Council may ask questions for clarification of each speaker. All questions will be directed through the Chair.
 - 5.7.5 Council may accept written submissions in lieu of verbal presentation as long as the document is signed, dated and includes the name and address of the person making the submission.

- 5.7.6 Individuals addressing Council shall state their name clearly and who they represent, if anyone, and provide the recording secretary with the correct spelling of their name.
- 5.7.7 Council may accept written submissions in lieu of verbal presentation as long as the document is signed, dated and includes the name and address of the person making the submission.
- 5.7.8 Individuals addressing Council shall state their name clearly and who they represent, if anyone, and provide the recording secretary with the correct spelling of their name.
- 5.7.9 Individuals addressing Council may, with the consent of the Chair, provide presentation material to be included in the official record of the Public Hearing.
- 5.7.10 At the discretion of Greenview Administration, no late submissions from the public are accepted unless the individual or group addresses Council at the Public Hearing.
- 5.7.11 In accordance with the Municipal Government Act, a Public Hearing:
- a. Shall hear any person, or group of persons, or person representing them, who claims to be affected by the proposed Bylaw or resolution and who has complied with the procedures outlined by the Council; and
 - b. May hear any other person who wishes to make a representation and whom the Council agrees to hear.
- 5.7.12 Individuals of the public attending a Public Hearing shall conduct themselves in accordance with this Bylaw.
- 5.7.13 The Order of Business for each item of the Public Hearing shall be:
- a. Presentations from Administration and questions for clarification;
 - b. Public Hearing Presentations by:
 - i. Those speaking in favour;
 - ii. Those speaking against;
 - iii. Follow-up questions from Council may be asked throughout the presentations and will be directed through the Chair;
 - c. Motions
- 5.7.14 All presentations should be made from the delegate table where possible.
- 5.7.15 A Council Member who is absent from the whole of a Public Hearing, is not entitled to vote on the matter and shall leave the meeting before the vote is taken.
- 5.7.16 When all persons who want to speak to an issue have been given their opportunity to speak, the Chair shall declare the Public Hearing closed. Once a Public Hearing is closed, it cannot be re-opened. Council may hold another Public Hearing on the same subject; however, it is subject to the same requirements of advertising and rules for speaking as the initial public Hearing in accordance with the *Municipal Government Act*.

6 Agendas and Records of Meetings

6.1 Agendas

6.1.1 Preparation

- a. Prior to each Council or Committee meeting, the Chief Administrative Officer, or their designate, shall prepare an Agenda of all business to be brought forward at the meeting, including input from participants, Administration, and previous meetings.
- b. Submissions to the Agenda, including those from delegations and Administration, shall be received by the Chief Administrative Officer, or their designate, no later than ten days preceding the meeting.
- c. Councillors wishing to add an item on the Regular Council Meeting or Committee of the Whole Meeting Agenda must submit an "Agenda Item Request" form to Administration in order for Administration to prepare the Request for Decision (RFD) for Council consideration.

6.1.2 Distribution

- a. Meeting Agendas, and all supporting materials, should be placed at the disposal of each member of Council, or Committee not later than 4:30 p.m. five (5) days prior to the meeting.
- b. The CAO, or their designate, shall post the Council or Council Committee Agendas on Greenview's public website and make copies of the agenda and supplementary materials available to the public (unless these must be, or may be, withheld under the *Municipal Government Act* or other legislation) five (5) days prior to the Meeting.

6.1.3 Late Submissions

- a. Administrative reports and submissions received too late to be added to the regular Agenda shall be included on the next Council Agenda.
- b. In exceptional circumstances, at the discretion of the CAO or their designate, submissions received too late to be included in the regular Council Agenda may be presented at the meeting as an emergent business item.

6.1.4 Additions or Deletions

- a. The addition or deletion of agenda items after the agenda has been published requires a resolution of Council.
- b. The addition or deletion of agenda items after the agenda has been adopted requires a unanimous vote of Council.

6.2 Order of Business

6.2.1 Council or Council Committee Meetings shall use the following order of business for meetings unless changed by unanimous consent:

- a. Call to Order
- b. Adoption of the Agenda
- c. Minutes
- d. Public Hearing
- e. Delegation
- f. Bylaws
- g. Business
- h. Members' Business Report
- i. Correspondence
- j. Closed Session
- k. Adjournment

6.3 Minutes

6.3.1 Minutes of all proceedings of Council and Committee Meetings shall be recorded in accordance with Sections 208 and 213 of the *Municipal Government Act*, and include:

- a. All decisions and other proceedings.
- b. The names of all Councillors or Members at large present at and absent from the meeting.
- c. The names of the Councillors, or members at large who vote for and against a motion when a recorded vote is taken.
- d. Resolutions to go into Closed Session and to adjourn the meeting.
- e. The sections of the *Freedom of Information and Protection of Privacy Act* that apply to an item being discussed in "Closed Session".
- f. Any abstention made under the *Municipal Government Act* by any member and the general nature of the abstention.
- g. Any abstention made as a result of a pecuniary and the general nature of the abstention.
- h. The signatures of the Reeve or Chair.
- i. The names of the members of the public who speak to an item.

6.3.2 The minutes of each meeting must be circulated prior to the meeting at which they are to be adopted. If:

- a. There are errors or omissions, Council must pass a motion to amend the minutes as amended, or;
- b. There are no errors or omissions, Council must adopt the minutes as presented.

- 6.3.3 With the exception of any Closed Session portion of meetings, audio recordings shall be made of all Council and Committee of the Whole meetings. Should Council determine that video recordings be made of Council Meetings, these shall also exclude Closed Session portions of meetings.
- 6.3.4 Greenview Council Meetings and Committee of the Whole Meetings will be live streamed on Greenview's website and made available for the public to access whenever possible.
- 6.3.5 Regular Council meeting minutes shall be retained permanently by the municipality in the original form in a safe and secure place in accordance with the *Municipal Government Act*.

7 Meeting Proceedings

7.1 Rules of Order, Conduct and Etiquette

7.1.1 Role of the Chair

- a. As soon as there is quorum after the time for commencement of the meeting, the Chair will call meetings to order.
- b. The Chair will preserve order and decorum and decide all questions of procedure;
- c. When the Chair makes a decision on a question of procedure, except a Parliamentary Inquiry, they must provide a reason for their decision.
- d. If the Chair wishes to leave the chair for any reason, they must call upon the Deputy Reeve or Vice Chair to preside.
- e. Anyone who is not a Councillor or Member- At-Large is not allowed to cross the Council Bar to speak to any Member without the Reeve or Chair's permission.
- f. The Chair may call to order any Councillor or Member who is out of order.
- g. If the Reeve and Deputy Reeve, or Chair and Vice-Chair, are not present within thirty (30) minutes after the time set for the meeting, and a quorum is present, the CAO or their designate shall call the meeting to order, and a Member shall be chosen by the Members present to Chair the meeting.
- h. Upon the arrival of the Reeve or Deputy Reeve, or Chair or Vice-Chair, they shall resume their role as Chair.

7.1.2 Quorum

- a. Quorum will consist of a simple majority of Members.
- b. If there is not a quorum within thirty (30) minutes after the set time for the meeting, the CAO or their designate shall record the names of the members present and the meeting shall be adjourned to the time of the next regular meeting.

- c. If at any time during a meeting, quorum is lost, the meeting shall be recessed and if a quorum is not achieved within fifteen (15) minutes, the meeting shall be deemed to be adjourned.
- 7.1.3 Members of the Public during the meeting shall:
 - a. Not approach or speak to Council or Committee without the permission of the Chair while the meeting has been called to order;
 - b. Not speak on any matter longer than fifteen (15) minutes unless permitted by the Chair;
 - c. Maintain order and quiet;
 - d. Not interrupt a speech or action of Council, Committee or another person addressing members;
 - e. Speak respectfully and must not use offensive language;
 - f. Head coverings are prohibited in Council Chambers except in cases where the head covering is worn for recognized medical or religious reasons.
- 7.1.4 During a Meeting, Councillors and Board Members shall not:
 - a. Speak disrespectfully, use offensive words, or un-parliamentary language;
 - b. Address Members without permission;
 - c. Break the rules of Council or Committee or disturb the proceedings;
 - d. Leave their seat or make any noise of disturbance while a vote is being taken, or the result declared; or
 - e. Disobey the decision of the Chair on any question or order, practice or interpretation.
- 7.1.5 Breach of Conduct
 - a. A Board Member or Councillor who persists in a breach of subsection 7.1.4, the Chair may request that the Deputy Reeve or in the case of a Committee, the Vice Chair, to move a motion to remove the unruly Member or Councillor from the remainder of the Meeting.
 - b. If the resolution passes, the Chair shall direct the Board Member or Councillor to leave the meeting.
 - c. Where the Chair has directed a Member to leave the meeting and the Member makes a satisfactory explanation and apology, the Members may, by resolution, allow the offending Member remain in, or return to the meeting.
 - d. The Chair may order a member of the public who creates a disturbance or acts inappropriately to be expelled from the meeting.

- 7.1.6 Members Business Report
 - a. Council Members should submit their Members business reports to Administration prior to the distribution of the Regular Council Meeting Agenda.
- 7.1.7 Request for Information
 - a. It is practice that Requests for Information regarding items on the Council meeting or Committee of the Whole meeting Agenda, should be submitted to the relevant member of the SLT no less than 3 days prior to the scheduled meeting in order to allow Administration time to prepare an answer.
- 7.2 Debate
 - 7.2.1 Debate is a formal discussion on a particular topic in a public meeting. Healthy debate is encouraged.
 - 7.2.2 The Chair will determine the speaking order when two or more Committee Members or Councillors wish to speak, subject to a challenge.
 - 7.2.3 Councillors or Members must address the Chair when speaking.
 - 7.2.4 Councillors or Members who have been assigned their turn to speak may only be interrupted:
 - a. When a Councillor or member is discussing a subject and there is no motion on the floor;
 - b. By a Call for Orders of the Day;
 - c. By a Point of Privilege;
 - d. By a Point of Order;
 - e. By an objection to the considered motion; or
 - f. By a Challenge.
 - 7.2.5 Each Councillor or Member will be given an opportunity to speak to a motion before it is put to a vote, unless a motion is passed to limit debate.
- 7.3 Motions
 - 7.3.1 Consideration of Motions
 - a. Unless otherwise determined by the Chair, no matter may be debated or voted on by Council unless it is in the form of a motion.

- 7.3.2 A Councillor may move a motion whether or not the Councillor intends to support it.
- 7.3.3 After a motion is moved, it can only be withdrawn by the person who made it.
- 7.3.4 Motions placed before Council do not require a seconder.
- 7.3.5 All motions shall be concise and provide clear direction for Administration.
- 7.3.6 Council will generally not make a decision on issues brought forward from delegations the first time they are heard. The item should be addressed in a motion to “accept for information.”
 - a. At the discretion of the Chair, motions of Council to immediately address the item may be brought forward.
- 7.3.7 Motions to the main motion.
- 7.3.8 When a motion is been made and is being considered, no Council Member may make another motion, except to:
 - a. Amend the motion;
 - b. Amend the amendment to the motion;
 - c. Refer the main motion for consideration; or
 - d. Move a motion that has privilege.
- 7.3.9 Privileged Motions include the following:
 - a. A motion to recess;
 - b. A motion to adjourn;
 - c. A motion to set a time for adjournment; or
 - d. A point of privilege
- 7.3.10 Motion to Recess:
 - a. The Chair, without a motion, may recess the meeting for a specific period.
 - b. Any Councillor may move that Council recess for a specific period;
 - c. After they recess, business will resume at the point where it was interrupted
- 7.3.11 Amending Motions:
 - a. A Councillor may, after a motion is made, with the consent of the original mover, make a friendly amendment to the motion. This involves minor changes to the wording of the motion where the change does not alter the intent of the motion.
 - b. Only one amendment to the main motion and only one amendment to that amendment are allowed.
 - c. The main motion will not be debated until all amendments to it have been voted on.
 - d. When all amendments have been voted on, the main motion, incorporating the amendments that have been adopted by Council, will be debated and voted on.

- 7.3.12 A Councillor may move to refer any motion to the appropriate Council Committee or Administration for investigation and report, and the motion to refer:
- a. Precludes all further amendments to the motion;
 - b. Is debatable;
 - c. May be amended only as to the body to which the motion is referred and the instructions on that referral.
- 7.3.13 A Councillor may move to defer any motion to another meeting at a later date. It should be specified a date at which the motion will be brought back to Council to address.
- 7.3.14 A Councillor may move to table any motion to be discussed later in that same meeting.
- a. A Motion to table cannot be debated
 - b. May only be amended as to the limit placed on debate;
- 7.3.15 A Motion to limit or end debate:
- a. Cannot be debated; and
 - b. May only be amended as to the limit placed on debate.
- 7.3.16 A Councillor may only introduce a motion asking Council to reconsider a matter dealt with in a previous motion if:
- a. The motion is made at the same meeting of Council at which the original matter was considered and is moved by a mover that voted with the prevailing result; or
 - b. A Notice of Motion is submitted prior to the meeting at which it is to be considered, in which the Councillor sets out what special or exceptional circumstances warrant Council considering the matter again;
 - c. The motion to which it is to apply has not already been acted upon; or
 - d. Six (6) months have passed since the motion was last considered.
 - e. If a motion to reconsider is passed, the original motion is on the floor.

7.4 Voting

- 7.4.1 Each Council member present is required to vote in accordance with the *Municipal Government Act*.

- 7.4.2 Unless otherwise specified under this Bylaw, a vote is carried when a majority of Members vote in favour of a motion.
 - 7.4.3 A motion is lost if the vote is tied.
 - 7.4.4 No Member shall leave the meeting after the question is put to a vote until the vote is taken.
 - 7.4.5 The Chair shall declare the result of the vote.
 - 7.4.6 Any Councillor may request a recorded vote.
 - 7.4.7 The Chair and the Recording Secretary shall ensure that each abstention and the reasons for the abstention are noted in the minutes of the Meeting.
 - 7.4.8 If a Councillor is absent from the whole of a Public Hearing, they shall not be entitled to vote on the matter and shall leave the Meeting after the question is put to a vote until the vote is taken.
 - 7.4.9 Once a vote is carried, or defeated, the decision of Council must be supported by all members.
- 7.5 Delegations
- 7.5.1 Any registered delegation wishing to appear before Council or Council Committee to address an agenda item not designated as a Public Hearing shall provide written notice to Administration prior to the agenda deadline. The request must identify the issue or topic to be addressed and any supporting documentation to be provided to Council.
 - 7.5.2 Delegations will be scheduled to present to Council at Committee of the Whole Meetings, unless otherwise directed by Council.
 - 7.5.3 Any person, group or delegation making a presentation shall state their name(s), and the purpose of their presentation.
 - 7.5.4 Delegations shall only discuss the matters which they have submitted to Council or the Council Committee and which have been included on the agenda.
 - 7.5.5 Delegations will generally be limited to fifteen (15) minutes for presentation or discussion, which can be extended or decreased at the discretion of the Chair.
 - 7.5.6 For each meeting, all delegations will be advised to attend the meeting at a time scheduled by Administration, and delegations will be heard by Council in the order in which they appear on the agenda, unless a Council Motion is made to alter the schedule.
 - 7.5.7 All delegates must address the Chair during their presentation. Delegates' conduct is subject to the rules of conduct provided within this bylaw and any other bylaw enacted by Council.
 - 7.5.8 Council will not receive delegations from parties which have, or may reasonably be expected to have, current or pending litigation or other legal proceedings involving Greenview.

- 7.5.9 Delegations shall not address Council or Council Committees on the same subject matter more than once every six (6) months. This restriction shall not apply when Council, by resolution, invites a party to attend a Council meeting as a delegation.

7.6 Bylaws

- 7.6.1 All proposed Bylaws must have:
 - a. A Bylaw number assigned; and
 - b. A concise title indicating the purpose of the Bylaw.
 - c. Three (3) separate and distinct readings
- 7.6.2 Council Members will be provided the opportunity to review a copy of the proposed Bylaw, in its entirety, prior to any motion for first reading.
- 7.6.3 Council shall hear an introduction of the proposed bylaw or resolution from administration prior to first reading.
- 7.6.4 When a bylaw is subject to a statutory public hearing, the public hearing shall be held prior to first reading.
- 7.6.5 After the first reading has been given, any Member may move that the bylaw be read a second time.
- 7.6.6 Any amendments to the bylaw that are carried prior to the vote on third reading shall be considered to have been given first and second reading and shall be incorporated into the proposed bylaw.
- 7.6.7 Once a bylaw has been passed, it may only be amended or repealed by another bylaw made in the same way as the original bylaw, unless another method is specifically authorized by this Bylaw or any other enactment.
- 7.6.8 A bylaw is effective from the date of the third reading unless the bylaw or any applicable statute provides for another effective date.
- 7.6.9 The Reeve and the CAO will sign the bylaw as soon as reasonably possible after third reading.

7.7 Policies

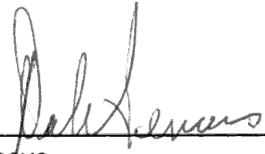
- 7.7.1 Draft policies shall be prepared by Administration and reviewed by the appropriate Council Committee before the policy is presented to Council for approval. Draft copies shall be included on the agenda package.
- 7.7.2 Upon being passed, a policy shall be signed by the Reeve or Chair of the meeting at which it was passed, and by the CAO.


8 This Bylaw shall come into force and effect upon the day of final passing.

Read a first time the 11th day of March, 2019.

Read a second time this 11th day of March, 2019.

Read a third time and passed this 8th day of April, 2019.



Reeve

Chief Administrative Officer



REQUEST FOR DECISION

SUBJECT: **Cancellation of Township Road 670 – Road and Bridge Construction**
SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION
MEETING DATE: March 23, 2020 CAO: DT MANAGER:
DEPARTMENT: CONSTRUCTION & ENGINEERING GM: RA PRESENTER: LT
STRATEGIC PLAN: Infrastructure

RELEVANT LEGISLATION:

Provincial (cite) – N/A

Council Bylaw/Policy (cite) – Policy No. 1018; Expenditure and Disbursement Policy

RECOMMENDED ACTION:

MOTION: That no action be taken on the tender for reconstruction of Township Road 670, from Range Road 232 to Range Road 240 as the tender pricing came in higher than the approved 2020 budget.

BACKGROUND/PROPOSAL:

The project is approx. 6.2kms in total length, which includes regrading from Range Road 232 to Range Road 240. This stretch of Township Road 670 was previously rebuilt in 2006, but due to the industrial traffic the maintenance has increased.

The tender was posted on the Alberta Purchasing Connection website for a period of 2 weeks. The public tender opening was held at Greenview's administration building in Valleyview on March 9th 2020.

There were 7 tenders received with 3 disqualifications due to missing documentation. The results are as follows;

Cox Contractors Ltd.	\$4,398,143.58	Qualified
Mainline Construction (2014) Ltd.	\$4,476,537.83	Qualified
Howitt Construction Ltd.	\$4,648,168.00	Qualified
Norellco Contractors Ltd.	\$6,635,181.24	Qualified
Acre Prime Inc.	\$7,150,702.50	Disqualified
Location Cats Ltd.	\$4,377,573.95	Disqualified
Prairie North Construction Ltd.	\$6,552,440.00	Disqualified

The consultant (Beairsto & Associates) reviewed the tender quantities, calculations, and any anomalies as required.

The lowest bid contract cost breakdown is as follows;

Contract Amount (less site occ. days)	\$4,290,143.58
Contingency (10%)	\$429,014.36
Engineering left from agreement (Preliminary, Design, Tender and Inspection)	\$138,281.66
Overall Estimate	\$4,857,439.6
Current MD Budget (BF76768 plus RD18012)	\$3,450,716.00

Site occupancy is a contracting strategy used to help ensure that the owner receives the lowest evaluated project cost (combination of price to construct plus the number of days to complete). The contractor estimates the number of calendar days that he requires to complete the work and includes this amount in the tender price (i.e. number of days multiplied by a predetermined daily rate). A site occupancy is made to contractors who complete the work in less calendar days bid. If a contractor completes the work in exactly the number of days bid, there is no change in payment. Assuming this is the case, the actual contract cost is the total tender amount less the site occupancy (i.e. 25 days @ \$2,500per day = \$62,500.00).

Budget numbers that were provided to Council were based on a typical regrade job which did not have geotechnical to support the costs that were estimated. Once Geotechnical was completed it was apparent that there are organics in the clay fill material. The clay fill replacement could not fully be used in the new road and extra material will be required. Bore hole samples were completed, and out of the 25 test locations, organics showed in all but 6. The other 19 were rated anywhere from 8% to 56% organics. These organics included medium plasticity, peat and wood debris, black wet dirt, traces of rust and coal inclusions. With this type of fill it increases the cost to the required clay fill because, it cannot be flipped and reused in the existing roadway.

The project also includes the replacement of BF76768. The bridge file was carried over from last year's budget.

In total this project is approximately \$1,406,723.60 over budget.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is that no extra funding will be required at this time.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. The perceived disadvantage to the recommended motion is that Township Road 670 will not be completed in the 2020 construction season.

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to direct administration to do this construction in-house with day labour.

Alternative #2: Council has the alternative to add additional funding to the Township road 670 capital budget and award to the lowest bidder.

FINANCIAL IMPLICATION:

Direct Costs: \$3,450,716.00

Ongoing / Future Costs: Regular road maintenance.

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

Inform - To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

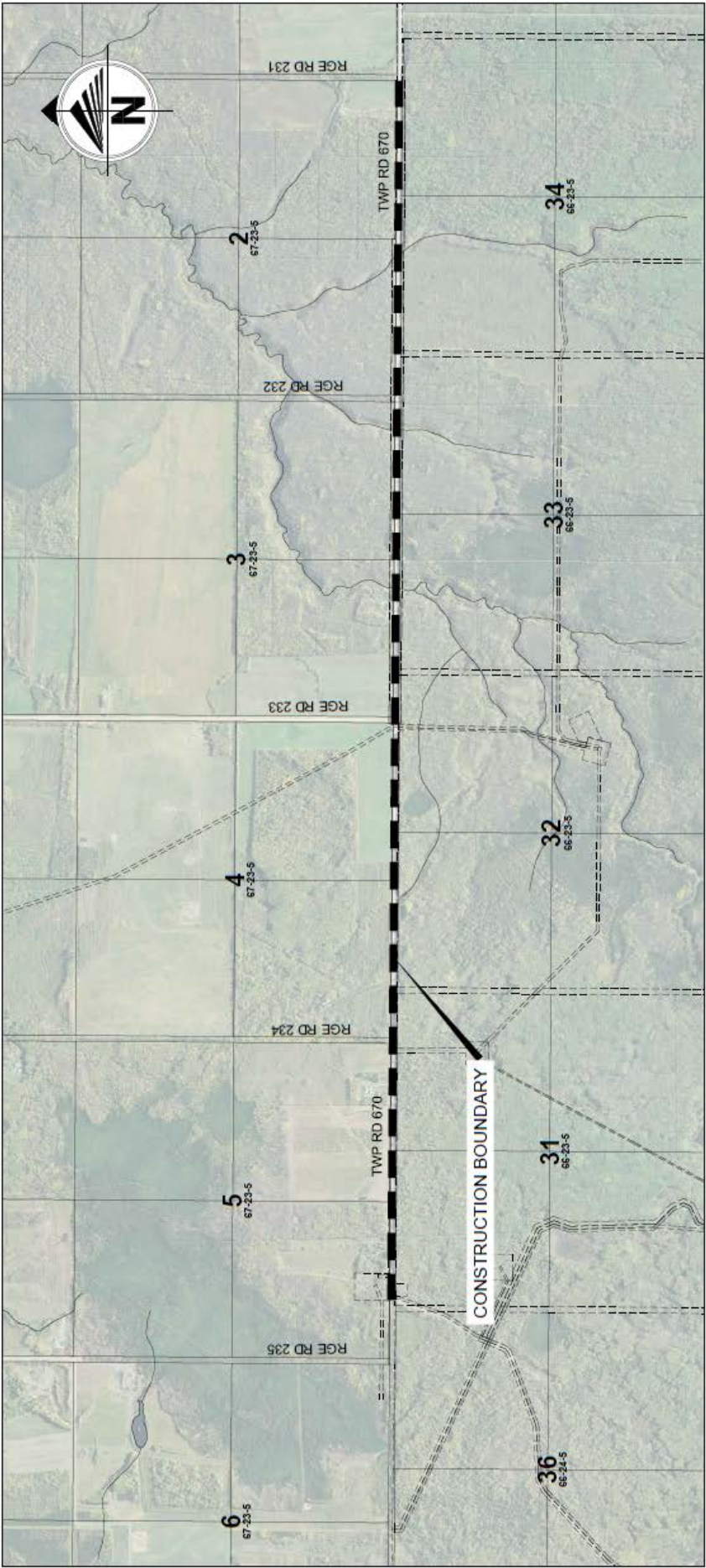
Once Council makes the decision, Administration will advise the consultant to move forward with appropriate letters.

ATTACHMENT(S):

- Map of location
- Expenditure and Disbursement Policy



MUNICIPAL DISTRICT OF GREENVIEW NO. 16



Title: EXPENDITURE AND DISBURSEMENT POLICY

Policy No: 1018

Effective Date: February 12, 2018

Motion Number: 18.02.75

Supersedes Policy No:

Review Date: February 12, 2018



MUNICIPAL DISTRICT OF GREENVIEW NO. 16

"A Great Place to Live, Work and Play"

Purpose: To establish expenditure control guidelines by identifying processes for the efficient procurement and payment of goods and services for the municipality in support of effective operations based on the following principles:

- Council recognizes the need for the prompt payment of accounts and delegates the authority to disperse funds for all budget-approved operational expenditures to the Chief Administrative Officer and/or designates.
- The Municipal District of Greenview No. 16 (Greenview) is subject to two trade agreements, the New West Partnership Trade Agreement (NWPTA) and the Agreement on Internal Trade (AIT). These two agreements must be adhered to for all expenditures that occur within their respective limits.

The MD of Greenview will not consider purchasing or procuring goods or services from any contractor or supplier who has initiated a litigation process against the Municipality. No consideration will be given for a period of five years from the conclusion of the litigation unless otherwise directed by Council.

DEFINITIONS

Expenditure Officer means the individual that has the authority to sign contracts, purchase orders and invoices for payment. Typically, an expenditure officer will be the Chief Administrative Officer, General Manager, Manager or Assistant Manager responsible for a department, who is accountable for the department's budget control and administration.

Associated Expenditure Officers means the individuals that are identified by the respective department's General Manager or Manager. These officers are delegated a limited amount of expenditure on behalf of the responsible department budget manager. The Chief Administrative Officer or any General Manager or Manager providing this delegation to their staff is responsible to provide, in writing, to the Finance and Administration Manager; the name, the expenditure limit for the employee, as well as a copy of the employees' signature.

Accounting Officer means an individual that is a member of the finance team, such as the Manager of Finance and Administration, Manager of Financial Reporting, Staff Accountant and General Manager of Corporate Services and any version of these titles.

Capital means items identified in the Capital Budget as approved by Council.

Department's Budget Manager means the manager who is ultimately responsible for the department's budget. The individual who creates and presents the department's proposed budget to Council.

Employee ID means the Employee Self Service ID that has been provided from Human Resources.

Emergencies means when the lack of immediate action would jeopardize operations or equipment, disrupt critical public services or involve public or staff safety.

Goods means a manufactured item.

Litigation means the filing of an action in a court of law.

Nepotism means the practice among those with power or influence of favouring relatives or friends.

Purchase Cards means Greenview issued gas or credit cards.

Quote means the price bid obtained in writing or by phone, from a supplier of goods or services, but does not include a tender.

Service means any work or duties performed, including any materials provided.

POLICY

1. The Municipal District of Greenview No. 16 (Greenview) Council recognizes the annually approved operating and capital budgets as their primary expenditure control document and that all expenditure not so authorized must be presented to Council by Administration for approval prior to the expenditure being incurred. Council realizes that they have a responsibility to its ratepayers to maximize the value of the tax revenue when purchasing municipal goods and services and when providing grant funding.
2. The overall responsibility for implementing and monitoring the annual budget rests with the Chief Administrative Officer. The General Manager of Corporate Services has the overall responsibility for budget reporting and to ensure that all expenditures are a legitimate claim against Greenview; are within established authorities; have been either authorized in the annual budget or approved by resolution of Council.

PROCEDURE

1. Responsibilities

1.1. *Expenditure Officers responsibilities include:*

- 1.1.1. Authorizing a proposed expenditure or disbursement.
- 1.1.2. Ensuring that a purchase order is issued for all expenditures over \$1,500.00, other than those specifically identified in Section 7, Subsection 2 of this policy.
- 1.1.3. Abiding by the NWPTA and AIT when conducting tender calls, request for proposals or request for quotes.
- 1.1.4. Certifying that the amount of a proposed expenditure or disbursement is fair and just; and within applicable policies.
- 1.1.5. Initiating a disbursement that is consistent with the purpose for which the money is available.

- 1.1.6. Managing program or service delivery within Greenview Council approved budget allocation.
- 1.1.7. Verifying that the goods and services have been received or the work has been performed satisfactorily.
- 1.1.8. Verifying that a request for cheque is supported by adequate documentation.
- 1.1.9. Verifying the accurate coding of invoices related to their financial budget responsibility.
- 1.1.10. Verifying that procurement card (credit and gas) procedures are followed.
- 1.1.11. Verifying all invoices and/or receipts are submitted to Accounts Payables.
- 1.1.12. Delegate limited expenditure approval to their department's staff, as the department's budget manager sees fit, ensure all related documentation is submitted to Finance.

- 1.2. ***Associated Expenditure Officers responsibilities include:***
 - 1.2.1. Staying within the expenditure limit delegated by their manager.
 - 1.2.2. Signing and receiving a copy of every invoice for the items they have purchased on behalf of Greenview.
 - 1.2.3. Ensure invoices are authorized, signed and goods or services are received.

- 1.3. ***Accounting Officers responsibilities include:***
 - 1.3.1. Creating and verifying that adequate processes and controls are in place to safeguard against any material accounting misstatement and follow the guidelines outlined within this policy.
 - 1.3.2. Verifying that a proposed expenditure or disbursement has been properly authorized by an expenditure officer.
 - 1.3.3. Verifying that a proposed expenditure or disbursement is for the purpose authorized by the approved municipal budget, and/or it is consistent with the purpose for which the money is available.
 - 1.3.4. Verifying that the expenditure is recorded in the appropriate fiscal and reporting period.
 - 1.3.5. Verifying that the required supporting documentation is readily available.
 - 1.3.6. Verifying that the expenditure is charged to the appropriate general ledger account.
 - 1.3.7. Verifying the proposed expenditure or disbursement does not contravene any applicable policy and other legislative authority.
 - 1.3.8. Arranging pre-authorized payments to be made directly from Greenview's bank account with authorization from the General Manager of Corporate Services.
 - 1.3.9. Arranging direct deposits to be made to Greenview's bank account with the authorization from the General Manager of Corporate Services.
 - 1.3.10. Ensuring that the General Manager of Corporate Services and any applicable staff are made aware of any budget to actual concerns that the accounting officer may become aware of during their daily duties.
 - 1.3.11. Ensuring that the accounting practices are acceptable under the Generally Accepted Accounting Principles.
 - 1.3.12. Preparing monthly department budget to actual reports.
 - 1.3.13. Preparing and presenting to Council the organizational quarterly budget to actual report.

2. General Provisions

- 2.1. Greenview's expenditure officers may make an expenditure that is included in the approved operating and capital budgets or as otherwise approved by resolution of Council.
- 2.2. Council authorizes the Expenditure Officers as defined under Section 1 to commit the municipality for all purchases related to the operation of Greenview's programs and services that have been approved in the annual budget as follows:
 - 2.2.1. Chief Administrative Officer to the maximum budget allocation;
 - 2.2.2. General Managers, Assistant General Managers or delegate or as designated by the Chief Administrative Officer up to \$500,000.00;
 - 2.2.3. Department Managers, Assistant Managers or as designated by the Chief Administrative Officer up to \$200,000.00;
 - 2.2.4. Other staff as delegated in writing by the Expenditure Officers.
- 2.3. Operating Expenditures that exceed the Council approved operating budget by less than \$10,000.00 but still remain within the overall department budget may be approved by the Chief Administrative Officer or designate. If the over expenditure does not remain within the total department budget, the expenditure shall be presented to Council for approval.
- 2.4. Any operational expenditure approved by Council in budget or by resolution may be awarded and/or actioned by Administration, excepting Request for Proposals, which must be awarded by Council.
- 2.5. Any capital expenditure approved by Council in budget or by resolution may be awarded and/or actioned by Administration to a maximum of \$200,000.00, excepting Requests for Proposals, which must be awarded by Council.
- 2.6. Any capital expenditures awarded or actioned by Administration will be reported to Council via the monthly manager's reports and will include: Budgeted amount, Company name and values of compliant bids received, the name of the successful bidder, a list of bidders submitting non-compliant bids
- 2.7. Any capital expenditure for equipment or vehicles that exceeds Council's approved budget by less than \$10,000.00 or 10% and will remain within the department's overall capital budget, may be approved by the Chief Administrative Officer.
- 2.8. Staff will not engage in nepotism and will make any conflict of interest (actual or perceived) known to the Chief Administrative Officer. If the staff person in question is the Chief Administrative Officer, they will make any conflict of interest known to Council.
- 2.9. Expenditure officers may not normally authorize an expenditure or disbursement where they are directly involved in the transaction, except in the case of attending training, conferences, travel and accommodations associated with work. The expenditure claim or credit card receipt/invoice should clearly state the reason for the expenditure or claim.
- 2.10. The authority of the expenditure officers shall be limited to specific budgetary allocations and will not be general in nature. All expenditures must be authorized in the detailed annual budget or otherwise approved by resolution of Council.

- 2.11. Expenditure authority may be delegated in the absence of the responsible expenditure officer. The General Manager of Corporate Services and Manager, Finance and Administration must be notified in writing prior to the delegation of the Expenditure authority.
- 2.12. A current listing of approved expenditure or associated expenditure officers, with specimen signature and applicable expenditure authority shall be maintained by the Manager, Finance and Administration and copied to Accounts Payable.
- 2.13. Due to reasons of standardizations, economies of scale, vendor familiarity or required expertise, the following types of expenditures are coordinated on behalf of the organization:
 - 2.13.1. Stationery and office supplies by Administration Office Reception;
 - 2.13.2. Office furnishings by Facility Maintenance;
 - 2.13.3. Office equipment by Information Technology;
 - 2.13.4. All electronic equipment and software purchases for use in conjunction with the municipality's Network Infrastructure must first be reviewed by Information Systems Staff for compatibility and compliance with information Technology Standards employed throughout the organization;
 - 2.13.5. Vehicles (non-emergency) and heavy equipment by the Manager of Operations with input from Fleet and receiving department's manager;
 - 2.13.6. Emergency vehicles by the Manager of Protective Services;
 - 2.13.7. All Greenview insurance.
 - 2.13.8. Requisitions, purchases or contracts may not be divided in order to avoid the requirements of the NWPTA and the AIT spending limits.

3. Marketing and Media Placement

- 3.1. Advertising, signage, print and marketing materials must be approved by the Communications Officer.

4. Emergency Expenditures

- 4.1. Unbudgeted expenditures may be undertaken in the event of an emergency situation where the Expenditure Officer must make purchase decisions efficiently to bring the emergency situation under control.
 - 4.1.1. May be authorized by the Chief Administrative Officer or designates.
 - 4.1.2. All such expenditures shall be reported to Greenview Council at the next available opportunity.
 - 4.1.3. Proper documentation of purchases is required.

5. Contracts

- 5.1. Written contracts other than direct purchase orders should be used in situations where there is a need to specify in writing the requirements for supply or continuing supply of goods and or services, and the need to identify each party's degree of responsibility and or liability in the case of damage, default or loss.

- 5.1.1. The expenditure officer must ensure that the necessary holdback percentage is withheld from progress payments where there is a holdback charge to compensate for potential defective work or claims from third parties. Progress payment or invoices related to contracts should be approved only after the person responsible for the contract certifies performance of services or receipt of goods or confirmed the percentage of work completed. Generally, this performance certificate is supplied by an engineering firm or project contract manager.
- 5.1.2. A statutory declaration and WCB declaration must be obtained from the contractor and the third parties where required to discharge all claims and obligations against the municipality before payment is made and before any holdback or deposit is released. All defects must be corrected before the final payment is approved and security deposits are returned.

6. Purchase Orders

- 6.1. Purchases over \$1,500.00 must be initiated by either a purchase order or by way of written agreement prior to acquisition.
- 6.2. Purchase orders are not required for the following:
 - 6.2.1. Purchases under \$1,500.00;
 - 6.2.2. Petty cash;
 - 6.2.3. Personal expense claims;
 - 6.2.4. Progress payments (these are covered by signed agreements);
 - 6.2.5. Utility invoices;
 - 6.2.6. Other services such as legal and municipal insurance;
 - 6.2.7. Long-term contracts or service agreements;
 - 6.2.8. Lease agreements;
 - 6.2.9. Credit card purchases.

7. Cheque Requisitions

- 7.1. Are required for all grant expenditures.
- 7.2. Are required for that do not have an invoice such as the School Requisitions, etc., except for personal expense claims, these will be paid based on the personal expense claim and the manager's approval of the claim.

8. Invoice Approval

- 8.1. The Acting Chief Administrative Officer (ACAO) may sign up to the Chief Administrative Officers limit while serving as the designated Acting Chief Administrative Officer. When the Acting Chief Administrative Officer signs in the absence of the Chief Administrative Officer, they should include ACAO after signature to indicate to the Accounts Payables department their authority to sign higher expenditure limits.
- 8.2. To avoid penalty charges the Chief Administrative Officer, Manager, Finance and Administration or General Manager, Corporate Services may approve an invoice related to ongoing operations, such as gas, electric or utility invoices, with a copy being shared with the responsible expenditure officer.

9. Purchasing Methods

- 9.1. Direct purchases from a supplier paid by credit card must comply with the provisions of this policy. Employees who occupy positions with delegated low dollar value purchasing authority may be eligible for purchasing cards upon approval by the Chief Administrative Officer. Every card holder shall be informed of and must agree to the responsibilities and restrictions regarding the use of the purchasing card. Purchasing cards include gas cards and credit cards.
- 9.2. Greenview's expenditure officers may sole source items that are equal to or less than \$10,000.00 if it is beneficial to the organization to do so.
- 9.3. Purchases between \$10,000.00 and \$74,999.99:
 - 9.3.1. Expenditure Officers must attempt to obtain a minimum of three (3) formal written price quotes signed by an authorized agent of the supplier. Quotes must be documented and include the date, name of the supplier and contact person, total cost of quote, and must be signed by the individual requesting the quote. Purchase must be initiated by purchase order or contract. In the event that the vendor provides a unique good, service, or software not readily available on the open market this must be noted in the purchase order or contract.
 - 9.3.2. The use of Day Labour from service providers who have responded to Greenview's advertisement for Day Labour services and are included in Greenview's Day Labour Source Book, are considered to meet this requirement.
- 9.4. Purchases over \$75,000.00:
 - 9.4.1. Expenditure Officers must abide by the NWPTA and AIT (see table in Section 12 (1)) as required for purchases over \$75,000.00 but under NWPTA and AIT thresholds the Expenditure Officer must attempt to obtain a minimum of three (3) formal written price quotes signed by an authorized agent of the supplier. Quotes must be documented and include the date, name of the supplier and contact person, total cost of quote, and must be signed by the individual requesting the quote. A contract must be signed for all purchases over this limit. The signed contract may be a sales agreement for vehicle and equipment purchases. All contracts shall clearly indicate each party's responsibilities, date, duration of contract, and have the supplier's authorized agent's signature as well as the appropriate Greenview signatures.

10. Tendering/ Requests for Proposals

- 10.1. Tenders or Request for Proposals must be issued in compliance with the New West Partnership Trade Agreement (NWPTA), an accord between the Governments of Alberta, British Columbia and Saskatchewan; as well as the Agreement on Internal Trade (AIT, 2015, Annex 502.4) an agreement between all Canadian Governments. Tender or Request for Proposals must be issued using the NWPTA and AIT thresholds unless they fall under the excluded procurements as defined by the agreements.

Type	NWPTA	AIT
Goods	\$75,000.00	\$100,000.00
Services	\$75,000.00	\$100,000.00
Construction	\$200,000.00	\$250,000.00

10.2. All tender or request for proposal notices must be posted on the Alberta Purchasing Connection Website www.purchasingconnection.ca. Additional means of tendering notices may also be used.

10.3. The lowest bid meeting the tender or request for proposal requirements and/or specifications will normally be accepted. Justification in writing along with recommendation must be submitted if the lowest bidder is not selected. Normally the only acceptable reasons for selecting any but the lowest bidder would be:

- 10.3.1. Low bidder does not meet specifications;
- 10.3.2. Low bidder cannot deliver within the required time;
- 10.3.3. The quality of performance of previous contracts or services may be in question;
- 10.3.4. The acceptance of the low bid would result in higher overall end costs (such as operating or life cycle costs);
- 10.3.5. The ability, capacity, experience and efficiency of the bidder.

11. The opening of tenders or requests for proposal must be completed in a public setting.

End of procedure.



REQUEST FOR DECISION

SUBJECT: **Development Permit Application in a Direct Control District**
SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION
MEETING DATE: March 23, 2020 CAO: DT MANAGER: SAR
DEPARTMENT: PLANNING & DEVELOPMENT GM: RA PRESENTER: SAR
STRATEGIC PLAN: Development

RELEVANT LEGISLATION:

Provincial (cite) – Municipal Government Act, RSA 2000, M-26, Section 641(2)

Council Bylaw/Policy (cite) – Grande Cache Land Use Bylaw No. 799 Part Eight – Section 32.0; Grande Cache Business Bylaw No. 787

RECOMMENDED ACTION:

MOTION: That council approve development permit application D20-078 for Industrial/Commercial Offices to operate in the Direct Control DC District located at Lot 11; Block 38; Plan 042 5089; 9811 Hoppe Avenue, Grande Cache, subject to the conditions listed in Appendix A.

BACKGROUND/PROPOSAL:

Before a business license is approved, the Grande Cache Business Licensing Bylaw No. 787 requires that a valid development permit where required by the Land Use Bylaw for such a business.

Administration determined that the property located at the above location didn't have an approved development permit to operate any of the business being Eagle Rock Holdings Ltd at this location. In order to rectify this, Administration felt it was best to obtain a development permit application from the landowner and to include all the businesses operating as Industrial/Commercial Office be submitted. With all businesses on one development permit, it would ensure that any future Industrial/Commercial Offices (if necessary) will be permitted to operate at this location; as well as, Council can make one decision instead of six separate decisions.

There are six businesses currently operating at this location, with two of the businesses using the back warehouse as storage. These businesses have been determined to be operating as an Industrial/Commercial Office.

A development permit application was received from the landowner for the business to operate an Industrial/Commercial Office. The landowners are applying for the development permit to ensure there is an approved development permit and the individual businesses will apply for their own business license.

The businesses will continue to operate in the existing commercial/industrial building. The surrounding businesses are zoned as Highway Corridor Commercial (C-2) and Commercial and Industrial Service (C-3). The

Highway Corridor Commercial (C-2) district isn't zoned for Industrial/Commercial Office and the Commercial and Industrial Service C-3 district lists Industrial/Commercial Office uses as a Permitted Use.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is the existing businesses operating commercial/industrial business will be able to operate in Grande Cache and provide a bottle depot to the residents and businesses of Grande Cache.
-

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. The disadvantage of Council accepting the recommended motion is that it may conflict with the previous plans for this area which led to the Direct Control District (DC) designation.
-

ALTERNATIVES CONSIDERED:

Alternative #1: Greenview Council has the alternative not to accept this motion; however, Administration does not recommend this action because it could deter potential businesses looking to operating in Grande Cache.

Alternative #2: Greenview Council may make additional recommendations or amendments to the motion.

FINANCIAL IMPLICATION:

There are no financial implications to the recommended motion

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

Inform - To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

There are no follow up actions to the recommended motion.

ATTACHMENT(S):

1. Appendix A – Development Permit Conditions
2. LUB Part Eight S. 32.0
3. Grande Cache Business Licence Bylaw 787 s. 5.0
4. Grande Cache Land Use District Zoning Map
5. MDP Appendix Map
6. Highway Corridor Commercial C-2 District
7. Commercial and Industrial Service C-3 District

Attachment 1 - Appendix A

D20-078 Development Permit Conditions:

1. All Development must conform to the conditions of this development permit and the approved plans and any revisions as required pursuant to this Approval. Any subsequent changes, amendments, or additions to this development permit shall require a new development permit application, including but not limited to an expansion or intensification of the use.
2. Prior to construction or commencement of any development, it is the responsibility of the applicant to ensure they obtain Building, Fire, Gas, Plumbing, and Electrical Permits, if required, from an accredited agency for Alberta Safety Codes Authority. Please be aware that these permits are required in accordance with the Safety Codes Act of Alberta.
3. This permit indicates that only the development to which it relates is authorized pursuant to the provisions of the Land Use Bylaw. Compliance with the provisions of Land Use Bylaw 799 does not exempt the applicant from compliance with any provincial, federal or other municipal legislation.
4. The entire site and all buildings shall be maintained in a neat and tidy manner to the satisfaction of the Development Authority. This shall include the trimming and upkeep of landscaped areas and the removal of debris and unsightly objects.
5. No storage or activity may be undertaken that would in the opinion of the Development Authority unduly interfere with the amenities of the district or materially interfere with or affect the use, enjoyment, or value of neighbouring properties, by reason of excessive noise, smoke, stream, odour, glare, dust, vibration, refuse matter, or other noxious emissions or containment of hazardous materials.

32.0 **Direct Control DC District**

32.1. **Purpose**

The purpose of this District is to enable a comprehensively planned development on a site in this District to be reviewed and decided upon directly by the Council. All development must be in conformity with all applicable Area Structure Plans, Area Redevelopment Plans, and the Municipal Development Plan.

This District may be applied to a site where a comprehensive, integrated development is anticipated and the Council feels added flexibility and control, as well as standards not found in conventional Land Use Districts are desired; or where a detailed Area Structure Plan or Area Redevelopment Plan for an area is under preparation, and the Council requires control over the area in the interim between the commencement and the completion of the Plan development exercise

32.2. **Uses**

As determined by Council pursuant to Section 32.1.

32.3. **Development Regulations**

- 1.1. All site regulations shall be at the discretion of the Council, acting as Subdivision and/or Development Authority.
- 1.2. The Council may apply conditions of subdivision or development approval it considers necessary.
- 1.3. For any use approved by Council under this Section, Council delegates future accessory development to the discretion of the Development Officer, who may apply such conditions of approval to an accessory development as considered necessary. The Development Officer may refer such applications to the Municipal Planning Commission.

3.2 Further to Section 4.1, any advertising of a business carried on or operating within the Town of Grande Cache shall be considered proof of the fact that a person is carrying on or operating a business.

3.3 Any person who carries on or operates a business at more than one premise shall obtain a separate Business Licence for each premise.

4.0 EXEMPTION FROM LICENCING REQUIREMENTS

4.1 The following organizations and operations do not require a Business Licence:

- a) Any person under 18 years of age providing individual light duty occasional service such as snow shovelling, babysitting, yard work, or newspaper delivery;
- b) A vendor of goods only as part of the activities of a Farmer's Market as regulated by the Province of Alberta;
- c) The following persons may carry on or operate a business in the Town of Grande Cache without a Business Licence:
 - i) the Crown in right of Alberta;
 - ii) the Crown in right of Canada;
 - iii) a Crown Corporation;
 - iv) the Town of Grande Cache; or
 - v) a person whose business is expressly exempted from the requirement of a Business Licence by a statute of the Legislature of Alberta or Parliament of Canada.

If only part of a business is covered by an exemption under this subsection, the person who carries on or operates the business must comply with this bylaw in respect of any part of the business that is not exempt.

- d) A non-resident business that supplies bulk goods for the purpose of resale to a resident business that holds a valid Business Licence.
- e) The Business Licence Inspector may, upon receipt of proof, waive a Business Licence fee upon receipt of an application for a fee waiver by a charity or non-profit organization that wishes to carry out fundraising activities. A vendor carrying on business as part of the fundraising activities is deemed to be included under the Business Licence obtained by the charity or non-profit organization provided the vendor is listed on the Business Licence obtained by the charity or non-profit organization. This does not apply to vendors carrying on business as part of a special event as defined in Section 1.2 (z).

5.0 PREREQUISITES FOR A BUSINESS LICENCE

5.1 No business Licence shall be granted unless the applicant holds a valid development permit where required by the Land Use Bylaw for such a business.

5.2 No Business Licence shall be granted if the applicant fails to comply with any other bylaws of the municipality, or any laws of the Government of Alberta or the Government of Canada, that are relevant to the business in question.

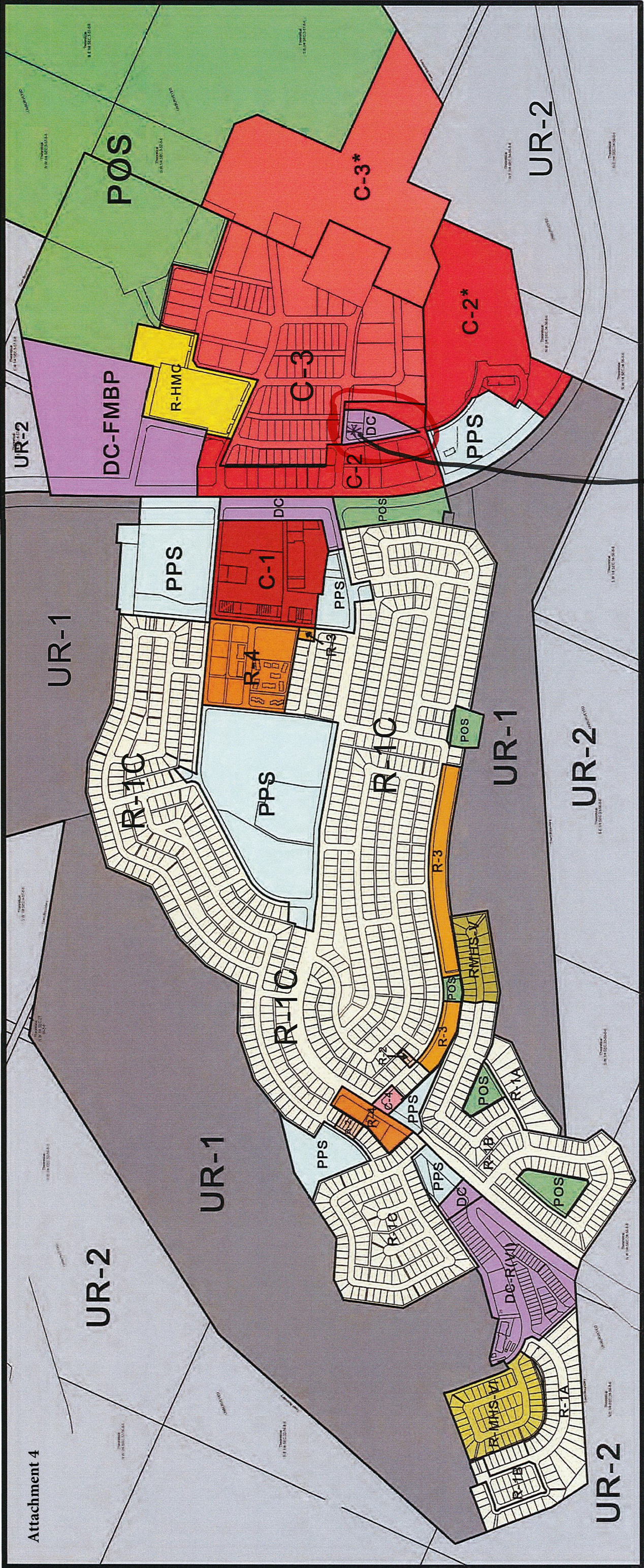
5.3 When a required fee has been paid by cheque, the Business Licence is issued subject to it being cleared by the bank in question, and is automatically revoked if the cheque is returned by the applicant's bank for any reason.

Chair Initial



CAO Initial





Town of Grande Cache

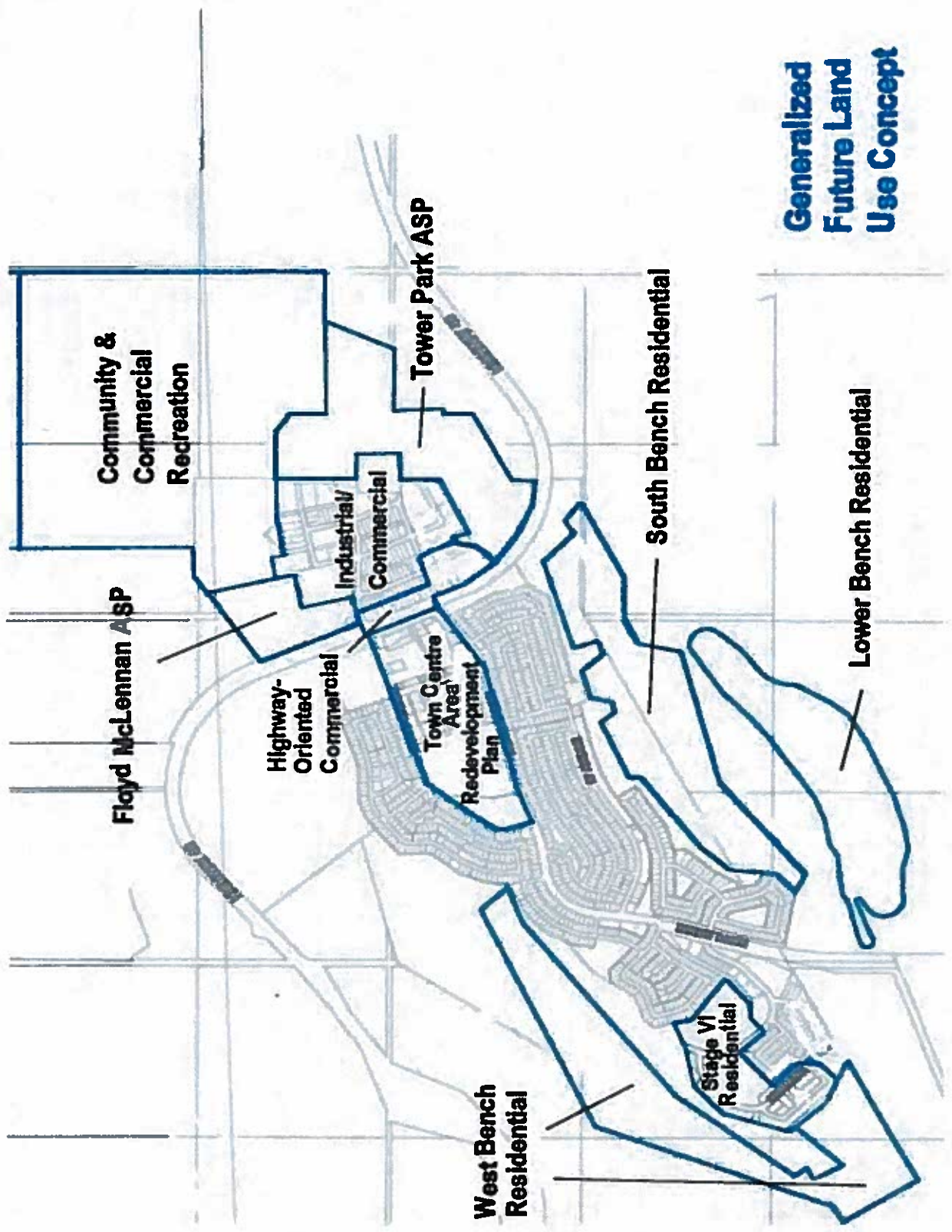
Land Use Bylaw No.

Schedule A Land Use District Map

* C-2 and C-3 Districts to be applied in combination with Section 5 of the Tower Park ASP, as amended
Note: RM District applied to

Plan 0425096
Block 38 Lot 11

- | | | | |
|--|--|--|--|
| Single Detached Residential R-1A District | Manufactured Home Subdivision R-MHS-V District | Town Centre Commercial C-1 District | Urban Reserve UR-1 District |
| Single Detached Residential R-1B District | Manufactured Home Subdivision R-MHS-VI District | Highway Corridor Commercial C-2 District | Urban Reserve UR-2 District |
| Single Detached Residential R-1C District | Manufactured Home Park Community R-MHC District | Commercial and Industrial Service C-3 District | Direct Control DC District |
| Single Detached Residential R-1D District | Manufactured Home Park Residential R-MHP District | Neighbourhood Commercial C-4 District | Direct Control DC-RCVD Residential CStage VD District |
| Two-Unit Residential R-2 District | Riverview Narrow Lot Single Detached Residential RNL District | Rural Industrial RM District | Direct Control DC-FMBP Floyd McInnann Business Park District |
| Medium Density Residential R-3 District | Riverview Ground-Oriented Multiple Dwelling Residential RGO District | Parks and Open Space POS District | |
| Medium/High Density Residential R-4 District | Riverview Mixed-Use RMU District | Public and Private Services PPS District | |



**Generalized
Future Land
Use Concept**

23.0 Highway Corridor Commercial C-2 District**23.1. Purpose**

The purpose of this District is to provide a variety of goods and services, predominantly those which are travel-oriented, to the community and the surrounding region. Where this District applies to lands within the Urban Village of the Tower Park Area Structure Plan (ASP), as amended, any land uses indicated on Figure-8 or stipulated in the policies of Section 5 that can be inferred to be permitted uses, are considered to be permitted uses for the purposes of this District. All land uses indicated on Figure-8 or stipulated in the policies of Section 5 of the ASP that can be inferred to be discretionary uses, are considered to be discretionary uses to be decided by the Development Officer for the purposes of this District. As per Part Two, Section 10.8 of this Bylaw, the Development Officer may refer an application to the Municipal Planning Commission for decision.

23.2. Permitted and Discretionary Uses

1.1. <u>Permitted Uses</u>	1.2. <u>Discretionary Uses – Development Officer</u>	1.3. <u>Discretionary Uses – Municipal Planning Commission</u>
Automotive and minor RV sales/rental establishments. Car washes. Drive-through businesses. Essential Service. Fitness and wellness facility. Gas bars. Hotels / Motels. Public parks. Restaurants. Retail stores – Convenience. Truck and recreational vehicle sales/rentals establishments. Buildings and uses accessory to permitted uses.	Alcohol sales. Automotive and equipment repair shops. Cannabis sales. Equipment rental. Fleet services. Licenced drinking establishments. Personal service shops. Public uses. Public utilities. Recreational facilities. Service stations. Surveillance suites. Temporary uses. Warehouse sales establishments. Buildings and uses accessory to discretionary uses.	Casinos and gaming establishments. Mixed-use developments.

23.3. Subdivision Regulations

Minimum site area and dimensions shall be at the discretion of the Subdivision Authority or Development Authority, as the case may be, who, in making their determination, shall consider internal traffic circulation, off-street parking and loading, landscaping, on-site storage, adjacent land uses and the required building setbacks.

23.4. Development Regulations

Maximum site coverage	50%
Maximum floor area ratio	1.0
Minimum required front yard	7.6 m (24.9 ft.)
Minimum required side yard	10% of site width or 4.5 m (14.8 ft.), whichever is less.
Minimum required rear yard	7.6 m (24.9 ft.) adjacent to a Residential District; or 6.1 m (20.0 ft.) at the level of the first storey of the development. Upper storeys of a development may extend to the rear line except in a site abutting a Residential District.
Minimum yards from a highway	15.2 m (50 ft.) notwithstanding any minimum yard requirements hereof.
Maximum building height	15.85 m (52.0 ft.) or four storeys, whichever is less.

1.1. Application Requirements

In addition to Part Two, Sections 5.0 – 9.0, an application for a development permit must also be accompanied by diagrams illustrating how the proposed development will be integrated with existing adjacent developments by showing length of yards, building heights, elevations, colours, and building materials, among other related matters, all to the satisfaction of the Development Authority.

1.2. Site and Architectural Appearance

Without limiting the applicability of any other provision of this Bylaw, the Development Authority shall, in reviewing an application for a development permit, pay particular attention to Part Three, Sections 21.0 – 26.0; specifically that any proposed development shall be in conformity with the Municipal Development Plan and any other plan or document approved by Council relating to site and architectural appearance.

1.3. Landscaping and Screening

- i. When a commercial use is proposed adjacent to a Residential District, a landscaped buffer shall be provided on the site of the commercial use between the commercial use and the Residential District in accordance with Part Three, Sections 19.8 – 19.10.
- ii. All rooftop mechanical, heating, ventilation, and air conditioning units, elevator housing, and other similar equipment shall be screened from street level or be incorporated within the building design.
- iii. All utility boxes shall be placed in inconspicuous locations, or be screened from adjacent sites and roads to the satisfaction of the Development Authority. Such screening may include fences, hedges, and/or other landscaping.

1.4. Lighting

All outdoor lighting fixtures shall be of a design and style that complement building design and are consistent with the purpose of the C-2 District and its proximity to Highway 40; providing safety, security, and visual interest.

1.5. Upkeep of Site

The entire site and all buildings shall be maintained in a neat and tidy manner to the satisfaction of the Development Authority. This shall include the trimming and upkeep of landscaped areas and the removal of debris and unsightly objects.

24.0 **Commercial and Industrial Service C-3 District**

24.1. **Purpose**

This land use district is generally intended to provide for a wide variety of service oriented commercial outlets, which require larger tracts of land for outside storage and display of goods and services, at lower densities than would be found under the C-1 District. This land use district is also generally intended to establish an area of light industrial uses as well as those commercial uses which provide service to industrial uses. The uses prescribed in this land use district will not cause any objectionable or dangerous conditions beyond the confines of the building and the site upon which they are located. Storage areas must be screened from the view of the general public beyond the boundary of the site.

Purely retail commercial uses may be allowed on a limited basis in this land use district, with restrictions applying to the amount of floor space, if it can be demonstrated to the satisfaction of the Town that this is the most viable location for the business. It must also be demonstrated such uses can co-exist with surrounding industrial uses. Retail commercial uses which would be more appropriately located in the C-1 District shall not be permitted in this land use district.

Where this District applies to lands within the Business Park of the Tower Park Area Structure Plan (ASP), as amended, any land uses indicated on Figure-9 or stipulated in the policies of Section 5 that can be inferred to be permitted uses, are considered to be permitted uses for the purposes of this District. All land uses indicated on Figure-9 or stipulated in the policies of Section 5 of the ASP that can be inferred to be discretionary uses, are considered to be discretionary uses to be decided by the Development Officer for the purposes of this District. As per Part Two, Section 10.8 of this Bylaw, the Development Officer may refer an application to the Municipal Planning Commission for decision.

24.2. **Permitted and Discretionary Uses**

1.1. <u>Permitted Uses</u>	1.2. <u>Discretionary Uses – Development Officer</u>	1.3. <u>Discretionary Uses – Municipal Planning Commission</u>
Automotive and equipment repair shops.	Amusement establishment - indoor.	Adult entertainment
Automotive and minor RV sales/rental establishments.	Cannabis production facility.	Animal shelters.
Automotive body repair and paint shops.	Contractor services – General.	Establishments.
Business support service establishments.	Drive-through businesses.	Auctioneering establishments.
Car washes.		Bulk fuel and chemical storage.
Commercial schools.		Casinos and gaming establishments.

Contractor services – Limited.	Fitness and wellness facility.	Exhibition and convention facilities.
Equipment rental establishments.	Funeral Home.	Recreational facilities.
Fleet services.	Greenhouses and plant nurseries.	Small animal breeding and boarding.
Gas bars.	Industrial uses – General.	
Household repair services.	Licensed drinking establishments.	
Industrial vehicle and equipment sales/rentals establishments.	Public uses.	
Industrial/commercial office, operations facility and/or admin building.	Recycling depots.	
Office uses.	Restaurants.	
Outdoor storage.	Self-service storage facilities.	
Public parks.	Surveillance suites.	
Public utilities.	Temporary uses.	
Service stations.	Utility Services - major and minor.	
Truck and recreational vehicle sales/rentals establishments.	Veterinary clinics and hospitals.	
Warehouse sales establishments.	Buildings and uses accessory to discretionary uses.	
Buildings and uses accessory to permitted uses.		

24.3. Subdivision Regulations

Minimum site area and dimensions shall be at the discretion of the Subdivision Authority, who, in making their determination, shall consider internal traffic circulation, off-street parking and loading, landscaping, on-site storage, adjacent land uses, and the required building setbacks to accommodate the proposed use; however, site area shall not be less than 0.4 ha (1.0 ac.).

24.4. Development Regulations

Maximum site coverage	60%
Minimum required front and rear yards	6.0 m (19.7 ft.), unless a greater yard is deemed necessary by the Development Authority. No loading, parking, or storage area shall be allowed within the required minimum front yard.

Minimum required side yard	6.0 m (19.7 ft.) if on one side if vehicular access is from the front only, otherwise 3.0 m (9.8 ft.).
Maximum building height	At the discretion of the Development Authority, having regard for adjacent land uses and the required building setbacks.

1.1. Application Requirements

In addition to Part Two, Sections 5.0 – 9.0, an application for a development permit must also be accompanied by diagrams illustrating how the proposed development will be integrated with existing adjacent developments by showing length of yards, building heights, elevations, among other related matters, all to the satisfaction of the Development Authority.

1.2. Site and Architectural Appearance

Without limiting the applicability of any other provision of this Bylaw, the Development Authority shall, in reviewing an application for a development permit, pay particular attention to Part Three, Sections 21.0 – 26.0; specifically that any proposed development shall be in conformity with the Municipal Development Plan and any other plan or document approved by Council relating to site and architectural appearance.

1.3. Landscaping and Screening

- i. All yards within the C-3 District are subject to Part Three, Section 17.3.
- ii. All rooftop mechanical, heating, ventilation, and air conditioning units, elevator housing, and other similar equipment shall be screened from street level or be incorporated within the building design.
- iii. All utility boxes shall be placed in inconspicuous locations, or be screened from adjacent sites and roads to the satisfaction of the Development Authority. Such screening may include fences, hedges, and/or other landscaping.

1.4. Lighting

All outdoor lighting fixtures shall be of a design and style that complement building design and are consistent with the purpose of the C-3 District and its proximity to Highway 40; providing safety, security, and visual interest.

1.5. Upkeep of Site

The entire site and all buildings shall be maintained in a neat and tidy manner to the satisfaction of the Development Authority. This shall include the trimming and upkeep of landscaped areas and the removal of debris and unsightly objects.

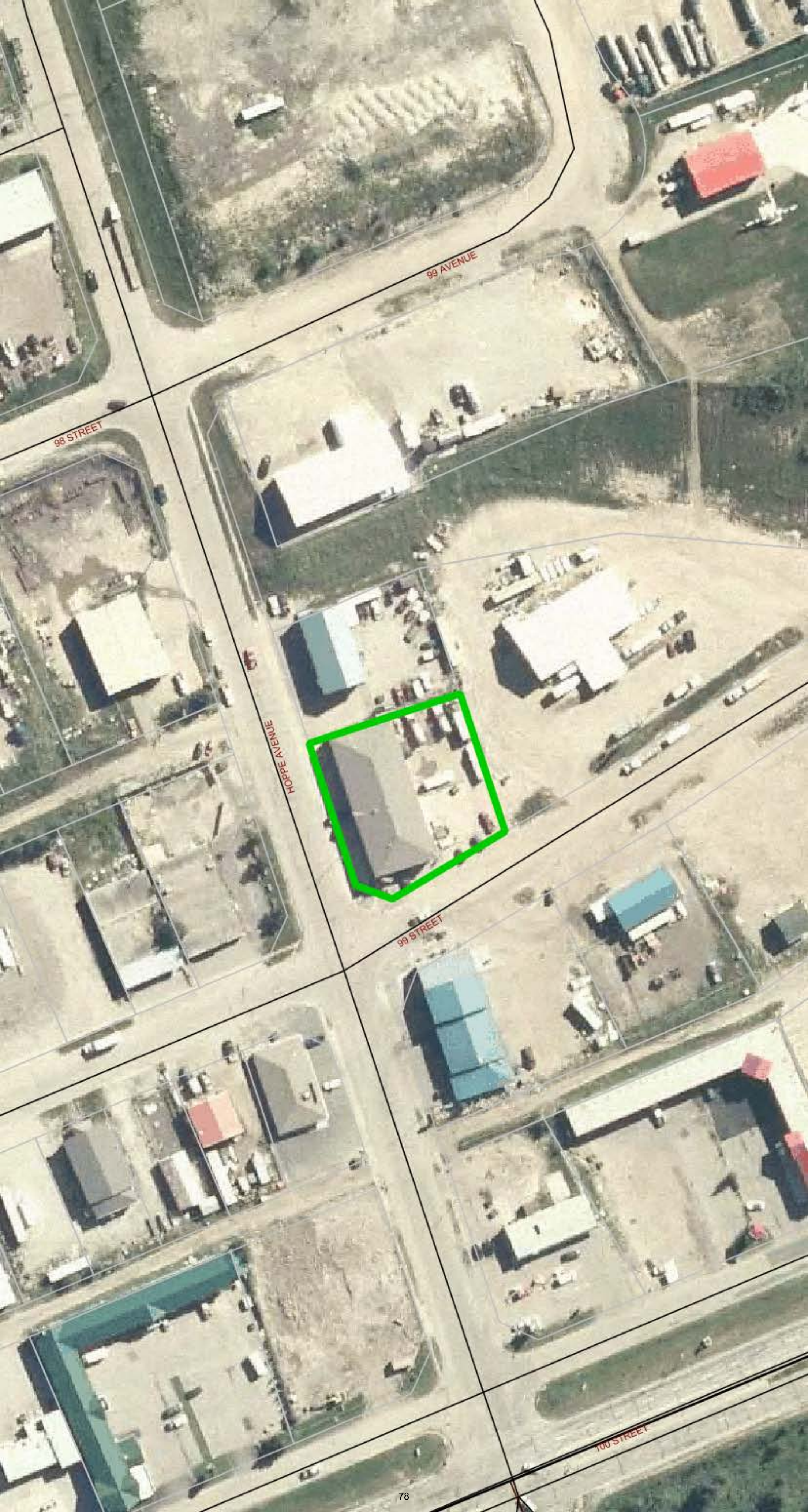


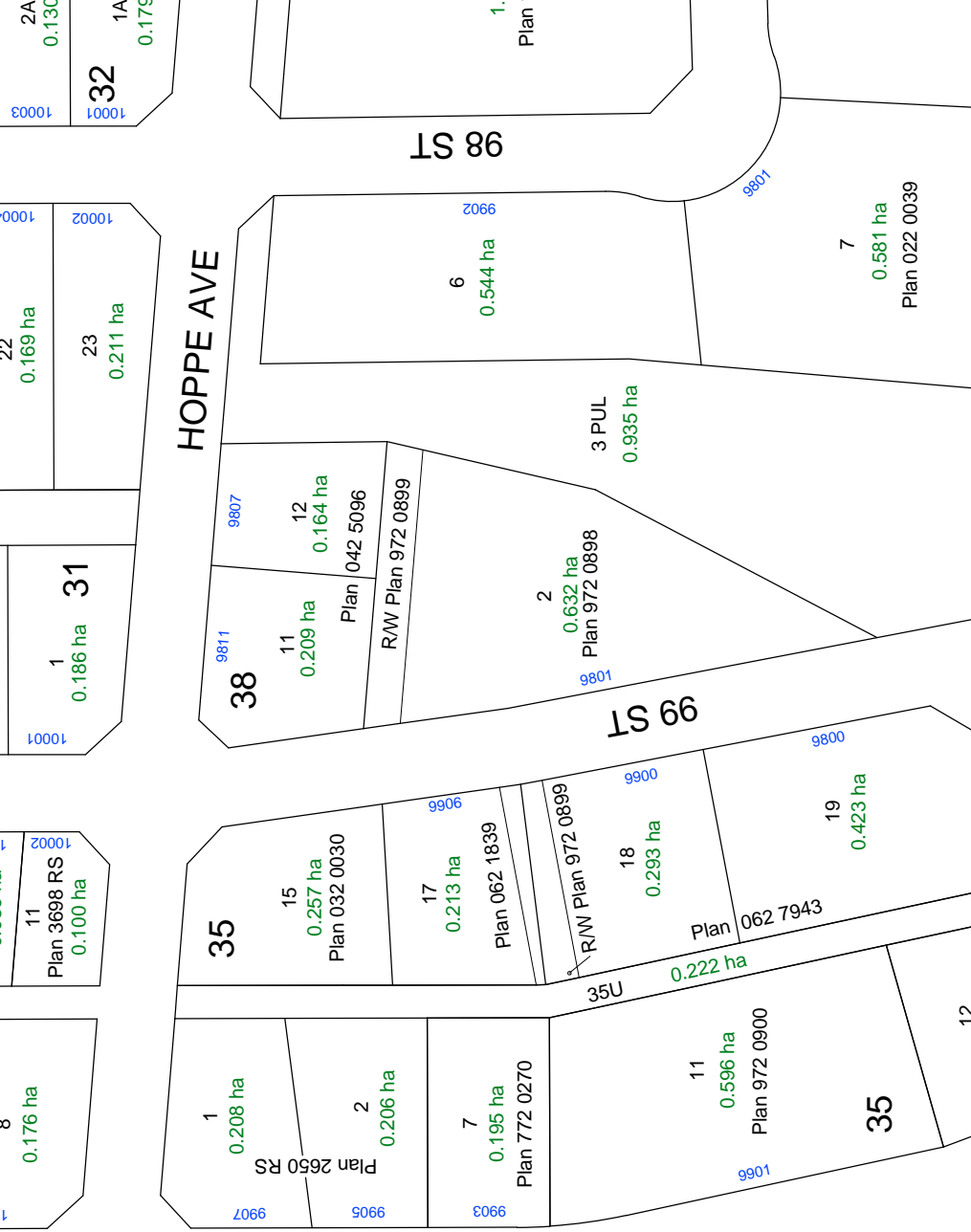














REQUEST FOR DECISION

SUBJECT:	Development Permit Application in a Direct Control District		
SUBMISSION TO:	REGULAR COUNCIL MEETING	REVIEWED AND APPROVED FOR SUBMISSION	
MEETING DATE:	March 23, 2020	CAO: DT	MANAGER: SAR
DEPARTMENT:	PLANNING & DEVELOPMENT	GM: RA	PRESENTER: SAR
STRATEGIC PLAN:	Development		

RELEVANT LEGISLATION:

Provincial (cite) – Municipal Government Act, RSA 2000, M-26, Section 641(2)

Council Bylaw/Policy (cite) – Grande Cache Land Use Bylaw No. 799 Part Eight – Section 32.0; Grande Cache Business Bylaw No. 787

RECOMMENDED ACTION:

MOTION: That council approve development permit application D20-077 for a recycling depot/bottle depot to operate in the Direct Control DC District located at Lot 11; Block 38; Plan 042 5089; 9811 Hoppe Avenue, Grande Cache, subject to the conditions listed in Appendix A.

BACKGROUND/PROPOSAL:

A development permit application was received from the landowner for a business to operate a recycling depot. Before business license is approved, the Grande Cache Business Licensing Bylaw No. 787 requires that a valid development permit is required by the Land Use Bylaw for such a business. The landowners are applying for the development permit to ensure there is an approved development permit before they lease the space out.

The business will operate in an existing industrial/commercial building, which has several industrial/commercial offices located within the building. The surrounding businesses are zoned as Highway Corridor Commercial (C-2) and Commercial and Industrial Service (C-3). The Highway Corridor Commercial (C2) district is not zoned for recycling depot and the Commercial and Industrial Service C-3 district lists recycling depot as a Discretionary Use—Development Officer.

If Council approves the recycling depot in the Direct Control DC District, the landowner will lease out the space subject to the attached development conditions. The new business owners will be required to apply for the business license.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is a new industrial/commercial business will be able to operate in Grande Cache and provide a bottle depot to the residents and businesses of Grande Cache.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. The disadvantage of Council accepting the recommended motion is that it may conflict with the previous plans for this area which led to the Direct Control District (DC) designation.

ALTERNATIVES CONSIDERED:

Alternative #1: Greenview Council has the alternative not to accept this motion; however, Administration does not recommend this action because it could deter potential businesses looking to operating in Grande Cache.

Alternative #2: Greenview Council may make additional recommendations or amendments to the motion.

FINANCIAL IMPLICATION:

There are no financial implications to the recommended motion

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

Inform - To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

There are no follow up actions to the recommended motion.

ATTACHMENT(S):

1. Appendix A – Development Permit Conditions
2. LUB Part Eight S. 32.0
3. Grande Cache Business Licence Bylaw 787 s. 5.0

4. Grande Cache Land Use District Zoning Map
5. MDP Appendix Map
6. Highway Corridor Commercial C-2 District
7. Commercial and Industrial Service C-3 District
8. Letter from Landowner

Attachment 1 - Appendix A

D20-077 Development Permit Conditions:

1. All Development must conform to the conditions of this development permit and the approved plans and any revisions as required pursuant to this Approval. Any subsequent changes, amendments, or additions to this development permit shall require a new development permit application, including but not limited to an expansion or intensification of the use.
2. Prior to construction or commencement of any development, it is the responsibility of the applicant to ensure they obtain Building, Fire, Gas, Plumbing, and Electrical Permits, if required, from an accredited agency for Alberta Safety Codes Authority. Please be aware that these permits are required in accordance with the Safety Codes Act of Alberta.
3. This permit indicates that only the development to which it relates is authorized pursuant to the provisions of the Land Use Bylaw. Compliance with the provisions of Land Use Bylaw 799 does not exempt the applicant from compliance with any provincial, federal or other municipal legislation.
4. The entire site and all buildings shall be maintained in a neat and tidy manner to the satisfaction of the Development Authority. This shall include the trimming and upkeep of landscaped areas and the removal of debris and unsightly objects.
5. No storage or activity may be undertaken that would in the opinion of the Development Authority unduly interfere with the amenities of the district or materially interfere with or affect the use, enjoyment, or value of neighbouring properties, by reason of excessive noise, smoke, stream, odour, glare, dust, vibration, refuse matter, or other noxious emissions or containment of hazardous materials.
6. All storage shall be contained within an enclosed building or an enclosed compound.

32.0 **Direct Control DC District**

32.1. **Purpose**

The purpose of this District is to enable a comprehensively planned development on a site in this District to be reviewed and decided upon directly by the Council. All development must be in conformity with all applicable Area Structure Plans, Area Redevelopment Plans, and the Municipal Development Plan.

This District may be applied to a site where a comprehensive, integrated development is anticipated and the Council feels added flexibility and control, as well as standards not found in conventional Land Use Districts are desired; or where a detailed Area Structure Plan or Area Redevelopment Plan for an area is under preparation, and the Council requires control over the area in the interim between the commencement and the completion of the Plan development exercise

32.2. **Uses**

As determined by Council pursuant to Section 32.1.

32.3. **Development Regulations**

- 1.1. All site regulations shall be at the discretion of the Council, acting as Subdivision and/or Development Authority.
- 1.2. The Council may apply conditions of subdivision or development approval it considers necessary.
- 1.3. For any use approved by Council under this Section, Council delegates future accessory development to the discretion of the Development Officer, who may apply such conditions of approval to an accessory development as considered necessary. The Development Officer may refer such applications to the Municipal Planning Commission.

- 3.2 Further to Section 4.1, any advertising of a business carried on or operating within the Town of Grande Cache shall be considered proof of the fact that a person is carrying on or operating a business.
- 3.3 Any person who carries on or operates a business at more than one premise shall obtain a separate Business Licence for each premise.

4.0 EXEMPTION FROM LICENCING REQUIREMENTS

- 4.1 The following organizations and operations do not require a Business Licence:

- a) Any person under 18 years of age providing individual light duty occasional service such as snow shovelling, babysitting, yard work, or newspaper delivery;
- b) A vendor of goods only as part of the activities of a Farmer's Market as regulated by the Province of Alberta;
- c) The following persons may carry on or operate a business in the Town of Grande Cache without a Business Licence:
 - i) the Crown in right of Alberta;
 - ii) the Crown in right of Canada;
 - iii) a Crown Corporation;
 - iv) the Town of Grande Cache; or
 - v) a person whose business is expressly exempted from the requirement of a Business Licence by a statute of the Legislature of Alberta or Parliament of Canada.

If only part of a business is covered by an exemption under this subsection, the person who carries on or operates the business must comply with this bylaw in respect of any part of the business that is not exempt.

- d) A non-resident business that supplies bulk goods for the purpose of resale to a resident business that holds a valid Business Licence.
- e) The Business Licence Inspector may, upon receipt of proof, waive a Business Licence fee upon receipt of an application for a fee waiver by a charity or non-profit organization that wishes to carry out fundraising activities. A vendor carrying on business as part of the fundraising activities is deemed to be included under the Business Licence obtained by the charity or non-profit organization provided the vendor is listed on the Business Licence obtained by the charity or non-profit organization. This does not apply to vendors carrying on business as part of a special event as defined in Section 1.2 (z).

5.0 PREREQUISITES FOR A BUSINESS LICENCE

- 5.1 No business Licence shall be granted unless the applicant holds a valid development permit where required by the Land Use Bylaw for such a business.
- 5.2 No Business Licence shall be granted if the applicant fails to comply with any other bylaws of the municipality, or any laws of the Government of Alberta or the Government of Canada, that are relevant to the business in question.
- 5.3 When a required fee has been paid by cheque, the Business Licence is issued subject to it being cleared by the bank in question, and is automatically revoked if the cheque is returned by the applicant's bank for any reason.


Chair Initial




CAO Initial



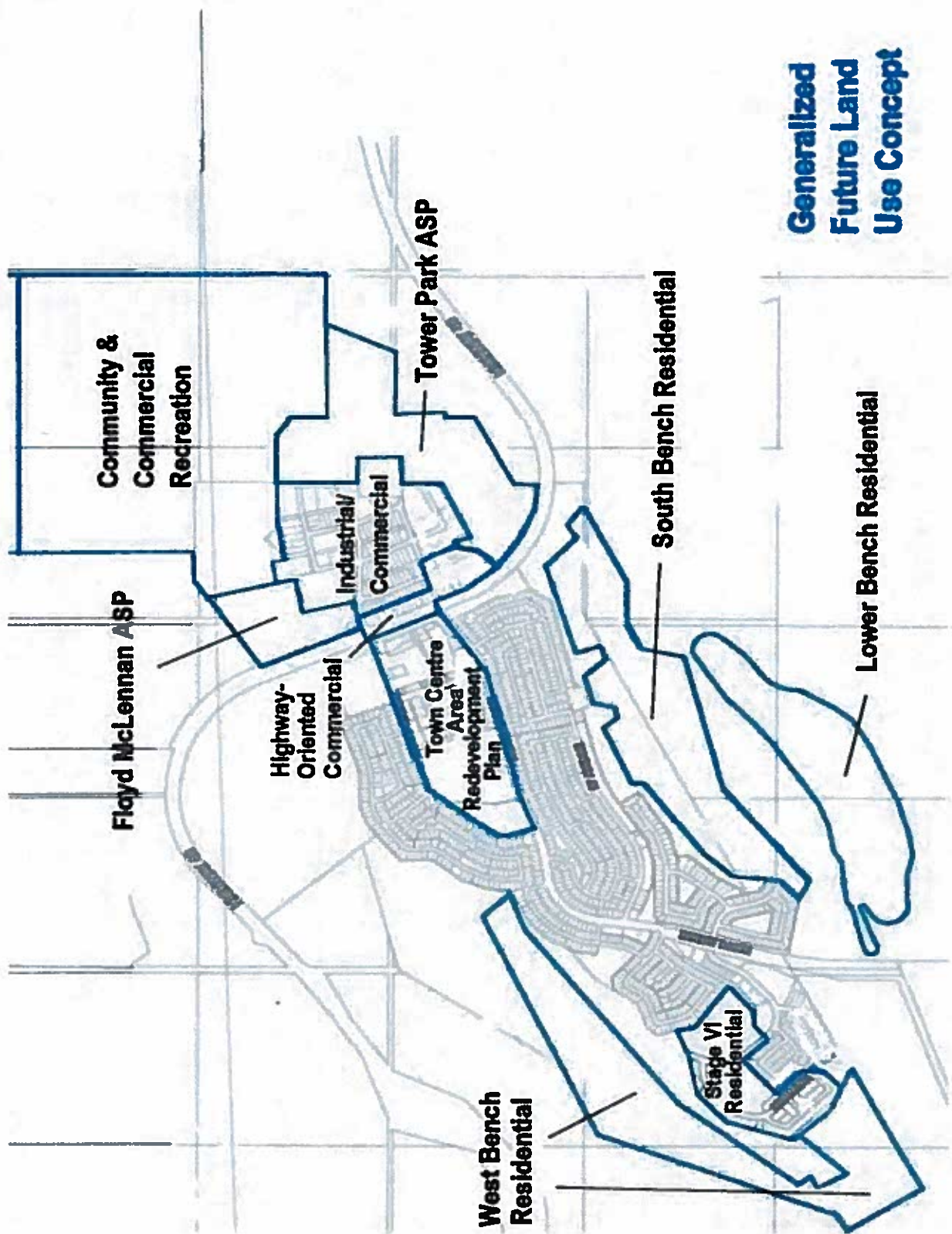
Plan 0425096
Block 38 Lot 11

 N

 Urban Reserve UR-1 District

plan 0425096
Block 38 Lot 11

Single Detached Residential R-1A District	Manufactured Home Subdivision R-MHS-V District	Town Centre Commercial C-1 District	Urban Reserve UR-1 District
Single Detached Residential R-1B District	Manufactured Home Subdivision R-MHS-VI District	Highway Corridor Commercial C-2 District	Urban Reserve UR-2 District
Single Detached Residential R-1C District	Manufactured Home Park Community R-MHC District	Commercial and Industrial Service C-3 District	Direct Control DC District
Single Detached Residential R-1D District	Manufactured Home Park Residential R-MHP District	Neighbourhood Commercial C-4 District	Direct Control DC-RCVD Residential CStage VID District
Two-Unit Residential R-2 District	Riverview Narrow Lot Single Detached Residential RNL District	Rural Industrial RM District	Direct Control DC-FMBP Floyd McInnes Business Park District
Medium Density Residential R-3 District	Riverview Ground-Oriented Multiple Dwelling Residential RGO District	Parks and Open Space POS District	
Medium/High Density Residential R-4 District	Riverview Mixed-Use RMU District	Public and Private Services PPS District	



23.0 Highway Corridor Commercial C-2 District**23.1. Purpose**

The purpose of this District is to provide a variety of goods and services, predominantly those which are travel-oriented, to the community and the surrounding region. Where this District applies to lands within the Urban Village of the Tower Park Area Structure Plan (ASP), as amended, any land uses indicated on Figure-8 or stipulated in the policies of Section 5 that can be inferred to be permitted uses, are considered to be permitted uses for the purposes of this District. All land uses indicated on Figure-8 or stipulated in the policies of Section 5 of the ASP that can be inferred to be discretionary uses, are considered to be discretionary uses to be decided by the Development Officer for the purposes of this District. As per Part Two, Section 10.8 of this Bylaw, the Development Officer may refer an application to the Municipal Planning Commission for decision.

23.2. Permitted and Discretionary Uses

1.1. <u>Permitted Uses</u>	1.2. <u>Discretionary Uses – Development Officer</u>	1.3. <u>Discretionary Uses – Municipal Planning Commission</u>
Automotive and minor RV sales/rental establishments. Car washes. Drive-through businesses. Essential Service. Fitness and wellness facility. Gas bars. Hotels / Motels. Public parks. Restaurants. Retail stores – Convenience. Truck and recreational vehicle sales/rentals establishments. Buildings and uses accessory to permitted uses.	Alcohol sales. Automotive and equipment repair shops. Cannabis sales. Equipment rental. Fleet services. Licenced drinking establishments. Personal service shops. Public uses. Public utilities. Recreational facilities. Service stations. Surveillance suites. Temporary uses. Warehouse sales establishments. Buildings and uses accessory to discretionary uses.	Casinos and gaming establishments. Mixed-use developments.

23.3. Subdivision Regulations

Minimum site area and dimensions shall be at the discretion of the Subdivision Authority or Development Authority, as the case may be, who, in making their determination, shall consider internal traffic circulation, off-street parking and loading, landscaping, on-site storage, adjacent land uses and the required building setbacks.

23.4. Development Regulations

Maximum site coverage	50%
Maximum floor area ratio	1.0
Minimum required front yard	7.6 m (24.9 ft.)
Minimum required side yard	10% of site width or 4.5 m (14.8 ft.), whichever is less.
Minimum required rear yard	7.6 m (24.9 ft.) adjacent to a Residential District; or 6.1 m (20.0 ft.) at the level of the first storey of the development. Upper storeys of a development may extend to the rear line except in a site abutting a Residential District.
Minimum yards from a highway	15.2 m (50 ft.) notwithstanding any minimum yard requirements hereof.
Maximum building height	15.85 m (52.0 ft.) or four storeys, whichever is less.

1.1. Application Requirements

In addition to Part Two, Sections 5.0 – 9.0, an application for a development permit must also be accompanied by diagrams illustrating how the proposed development will be integrated with existing adjacent developments by showing length of yards, building heights, elevations, colours, and building materials, among other related matters, all to the satisfaction of the Development Authority.

1.2. Site and Architectural Appearance

Without limiting the applicability of any other provision of this Bylaw, the Development Authority shall, in reviewing an application for a development permit, pay particular attention to Part Three, Sections 21.0 – 26.0; specifically that any proposed development shall be in conformity with the Municipal Development Plan and any other plan or document approved by Council relating to site and architectural appearance.

1.3. Landscaping and Screening

- i. When a commercial use is proposed adjacent to a Residential District, a landscaped buffer shall be provided on the site of the commercial use between the commercial use and the Residential District in accordance with Part Three, Sections 19.8 – 19.10.
- ii. All rooftop mechanical, heating, ventilation, and air conditioning units, elevator housing, and other similar equipment shall be screened from street level or be incorporated within the building design.
- iii. All utility boxes shall be placed in inconspicuous locations, or be screened from adjacent sites and roads to the satisfaction of the Development Authority. Such screening may include fences, hedges, and/or other landscaping.

1.4. Lighting

All outdoor lighting fixtures shall be of a design and style that complement building design and are consistent with the purpose of the C-2 District and its proximity to Highway 40; providing safety, security, and visual interest.

1.5. Upkeep of Site

The entire site and all buildings shall be maintained in a neat and tidy manner to the satisfaction of the Development Authority. This shall include the trimming and upkeep of landscaped areas and the removal of debris and unsightly objects.

24.0 Commercial and Industrial Service C-3 District**24.1. Purpose**

This land use district is generally intended to provide for a wide variety of service oriented commercial outlets, which require larger tracts of land for outside storage and display of goods and services, at lower densities than would be found under the C-1 District. This land use district is also generally intended to establish an area of light industrial uses as well as those commercial uses which provide service to industrial uses. The uses prescribed in this land use district will not cause any objectionable or dangerous conditions beyond the confines of the building and the site upon which they are located. Storage areas must be screened from the view of the general public beyond the boundary of the site.

Purely retail commercial uses may be allowed on a limited basis in this land use district, with restrictions applying to the amount of floor space, if it can be demonstrated to the satisfaction of the Town that this is the most viable location for the business. It must also be demonstrated such uses can co-exist with surrounding industrial uses. Retail commercial uses which would be more appropriately located in the C-1 District shall not be permitted in this land use district.

Where this District applies to lands within the Business Park of the Tower Park Area Structure Plan (ASP), as amended, any land uses indicated on Figure-9 or stipulated in the policies of Section 5 that can be inferred to be permitted uses, are considered to be permitted uses for the purposes of this District. All land uses indicated on Figure-9 or stipulated in the policies of Section 5 of the ASP that can be inferred to be discretionary uses, are considered to be discretionary uses to be decided by the Development Officer for the purposes of this District. As per Part Two, Section 10.8 of this Bylaw, the Development Officer may refer an application to the Municipal Planning Commission for decision.

24.2. Permitted and Discretionary Uses

1.1. <u>Permitted Uses</u>	1.2. <u>Discretionary Uses – Development Officer</u>	1.3. <u>Discretionary Uses – Municipal Planning Commission</u>
Automotive and equipment repair shops.	Amusement establishment - indoor.	Adult entertainment
Automotive and minor RV sales/rental establishments.	Cannabis production facility.	Animal shelters.
Automotive body repair and paint shops.	Contractor services – General.	Establishments.
Business support service establishments.	Drive-through businesses.	Auctioneering establishments.
Car washes.		Bulk fuel and chemical storage.
Commercial schools.		Casinos and gaming establishments.

Contractor services – Limited.	Fitness and wellness facility.	Exhibition and convention facilities.
Equipment rental establishments.	Funeral Home.	Recreational facilities.
Fleet services.	Greenhouses and plant nurseries.	Small animal breeding and boarding.
Gas bars.	Industrial uses – General.	
Household repair services.	Licensed drinking establishments.	
Industrial vehicle and equipment sales/rentals establishments.	Public uses.	
Industrial/commercial office, operations facility and/or admin building.	Recycling depots.	
Office uses.	Restaurants.	
Outdoor storage.	Self-service storage facilities.	
Public parks.	Surveillance suites.	
Public utilities.	Temporary uses.	
Service stations.	Utility Services - major and minor.	
Truck and recreational vehicle sales/rentals establishments.	Veterinary clinics and hospitals.	
Warehouse sales establishments.	Buildings and uses accessory to discretionary uses.	
Buildings and uses accessory to permitted uses.		

24.3. Subdivision Regulations

Minimum site area and dimensions shall be at the discretion of the Subdivision Authority, who, in making their determination, shall consider internal traffic circulation, off-street parking and loading, landscaping, on-site storage, adjacent land uses, and the required building setbacks to accommodate the proposed use; however, site area shall not be less than 0.4 ha (1.0 ac.).

24.4. Development Regulations

Maximum site coverage	60%
Minimum required front and rear yards	6.0 m (19.7 ft.), unless a greater yard is deemed necessary by the Development Authority. No loading, parking, or storage area shall be allowed within the required minimum front yard.

Minimum required side yard	6.0 m (19.7 ft.) if on one side if vehicular access is from the front only, otherwise 3.0 m (9.8 ft.).
Maximum building height	At the discretion of the Development Authority, having regard for adjacent land uses and the required building setbacks.

1.1. Application Requirements

In addition to Part Two, Sections 5.0 – 9.0, an application for a development permit must also be accompanied by diagrams illustrating how the proposed development will be integrated with existing adjacent developments by showing length of yards, building heights, elevations, among other related matters, all to the satisfaction of the Development Authority.

1.2. Site and Architectural Appearance

Without limiting the applicability of any other provision of this Bylaw, the Development Authority shall, in reviewing an application for a development permit, pay particular attention to Part Three, Sections 21.0 – 26.0; specifically that any proposed development shall be in conformity with the Municipal Development Plan and any other plan or document approved by Council relating to site and architectural appearance.

1.3. Landscaping and Screening

- i. All yards within the C-3 District are subject to Part Three, Section 17.3.
- ii. All rooftop mechanical, heating, ventilation, and air conditioning units, elevator housing, and other similar equipment shall be screened from street level or be incorporated within the building design.
- iii. All utility boxes shall be placed in inconspicuous locations, or be screened from adjacent sites and roads to the satisfaction of the Development Authority. Such screening may include fences, hedges, and/or other landscaping.

1.4. Lighting

All outdoor lighting fixtures shall be of a design and style that complement building design and are consistent with the purpose of the C-3 District and its proximity to Highway 40; providing safety, security, and visual interest.

1.5. Upkeep of Site

The entire site and all buildings shall be maintained in a neat and tidy manner to the satisfaction of the Development Authority. This shall include the trimming and upkeep of landscaped areas and the removal of debris and unsightly objects.

For Council Package

Feb 10 2020

EAGLE ROCK HOLDINGS LTD
9811 HOPPE AVE. GRANDE CACHE

Thank you to members of Municipal District of Greenview Council for your attention to this matter.

The Alberta bottle depot association has identified the Hamlet of Grande Cache as a viable location for a bottle recycling facility. Council has also indicated its support of such a facility opening and operating in the Hamlet of Grande Cache.

Eagle Rock Holdings Ltd. is seeking council's approval for designating Unit 100 9811 Hoppe Ave for that use.

This existing building is located on Lot 11 Block 38 Plan 0425096. Unit 100 is part of a multi unit commercial bldg built in 2006. This site is zoned direct control DC.

Present use of other units in building include Cenovus offices and warehouse. C.D.N. Controls office & warehouse. Strike Energy office, L.S. Oilfield Safety office, Cordal Medic office and testing.

Adjacent lots house a trucking company & Porta Potti business. Unit 100 has customer access from Hoppe Ave. 5 Parking stalls would be designated customers. Employee plus loading and unloading vehicles have yard parking accessed on 99 St. The unit 100 yard has room for truck/trailor access.

2 Parties interested in owning & operating a bottle recycling in G.C. have viewed Unit 100 and deemed the size & location very suitable for such an operation.

Please consider the development permit to authorize a bottle recycle facility within D.C. property.

Thank you Anthony & Judy Yakielashek Eagle Rock Holdings

Additional info application for Development Permit

Applicant Eagle Rock Holdings Ltd.

existing site - unit 100 Lot 11 Block 38 Plan 042 5096
9811 Hoppe Ave Grande Cache

The applicant is seeking council's approval for a bottle recycling facility in existing multi-unit commercial bldg. This existing building falls under DC. zone Direct Control.

Unit 100 consists of front office /reception area and 2 warehouse bays, a designated yard for loading and unloading for large vehicles. Parking size up to 40' trailer. Yard access is from 99 st. Staff will access yard parking. Customer access is on Hoppe Ave. The application includes 5 parking stalls designated for bottle depot only.

Office /reception area is 43' x 20' which will include some designated areas for sorting.

Automated sorting machines and platforms. Bundled recycling product will also be stored in warehouse waiting transport.

The existing businesses in this building operate as general office, warehouse storage for commercial operations. They do not object to a bottle recycling facility.



REQUEST FOR DECISION

SUBJECT: **Write off 2018 & 2019 Taxes & Penalties on Tax Roll 37532**
SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION
MEETING DATE: March 23, 2020 CAO: DT MANAGER: DD
DEPARTMENT: FINANCE GM: AN PRESENTER: MJ
STRATEGIC PLAN:

RELEVANT LEGISLATION:

Provincial (cite) – In accordance with Section 347(1) of the Municipal Government Act

Council Bylaw/Policy (cite) – N/A

RECOMMENDED ACTION:

MOTION: That Council direct administration to write off the 2018 & 2019 taxes and penalties on tax roll 37532 in the amount of \$4,419.04.

BACKGROUND/PROPOSAL:

Greenview had a Residential Tenancy Agreement with the tenant of tax roll 37532 which was in effect from April 22, 2014 to April 1, 2017. A new Residential Fixed Term Tenancy Agreement with Option to Purchase was signed and went into effective April 1st, 2019 and expired on February 28th, 2020. As there was no agreement in place for 2018 Administration consulted Legal Counsel asking if Greenview had the right to collect the 2018 property taxes from the tenant and were advised that as there was no agreement in place for 2018 Greenview has no recourse to collect the property taxes from the tenant.

A new Residential Fixed Term Tenancy Agreement with Option to Purchase was signed and went into effective as of April 1st, 2019 and expired on February 28th, 2020 as the tenant is proceeding with purchasing the property. In this agreement it states “So long as the Tenant fully honours all obligations hereunder, the Landlord covenants that the Tenant shall have quiet enjoyment of the premises and that the Landlord shall pay all mortgage payments and real property taxes levied against the premises.”

As there was no agreement in place for 2018 and the April 1, 2019 agreement states the tenant is not responsible for the taxes they need to be written off.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of the recommended action is that Council will have complied with the Residential Fixed Term Tenancy Agreement.
-

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. The disadvantage to the recommended motion is Greenview will have to write off the 2018 and 2019 taxes which is an expense for 2020.

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to not approve the recommended motion and direct Administration to pursue further actions related to the 2018 taxes and penalties however Administration does not recommend this action as Legal Counsel has advised there is no recourse for Greenview due to the agreement expiring.

FINANCIAL IMPLICATION:

Direct Costs: \$4,419.04

Ongoing / Future Costs:

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

Inform - To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Administration will write off the 2018 & 2019 taxes and penalties on tax roll 37532.

ATTACHMENT(S):

- MGA Section 347(1)
- Correspondence from Community Services Executive Assistant
- Residential Tenancy Agreement
- Residential Fixed Term Tenancy Agreement

(3) The penalty must not be imposed sooner than January 1 of the year following the year in which the tax was imposed or any later date specified in the bylaw.

1994 cM-26.1 s345

Penalties

346 A penalty imposed under section 344 or 345 is part of the tax in respect of which it is imposed.

1994 cM-26.1 s346

Cancellation, reduction, refund or deferral of taxes

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

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

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

1994 cM-26.1 s347

Tax becomes debt to municipality

348 Taxes due to a municipality

- (a) are an amount owing to the municipality,
- (b) are recoverable as a debt due to the municipality,
- (c) take priority over the claims of every person except the Crown, and
- (d) are a special lien
 - (i) on land and any improvements to the land, if the tax is a property tax, a community revitalization levy, a special tax, a local improvement tax or a community aggregate payment levy, or
 - (ii) on goods, if the tax is a business tax, a community revitalization levy, a well drilling equipment tax, a community aggregate payment levy or a property tax imposed in respect of a designated manufactured home in a manufactured home community.

RSA 2000 cM-26 s348:2005 c14 s12

Fire insurance proceeds

349(1) Taxes that have been imposed in respect of improvements are a first charge on any money payable under a fire insurance policy for loss or damage to those improvements.

(2) Taxes that have been imposed in respect of a business are a first charge on any money payable under a fire insurance policy for loss or damage to any personal property

- (a) that is located on the premises occupied for the purposes of the business, and
- (b) that is used in connection with the business and belongs to the taxpayer.

1994 cM-26.1 s349

Tax certificates

350 On request, a designated officer must issue a tax certificate showing

- (a) the amount of taxes imposed in the year in respect of the property or business specified on the certificate and the amount of taxes owing, and

RESIDENTIAL FIXED TERM TENANCY AGREEMENT
WITH OPTION TO PURCHASE

THIS LEASE AGREEMENT made effective this 1st day of April, 2019.

BETWEEN:

M.D. of GREENVIEW NO. 16
of Box 1079, Valleyview, Alberta T0H 3N0

(The "Landlord")

and

of Box Valleyview, Alberta T0H 3N0

(The "Tenant")

The Landlord leases to the Tenant for the fixed term of **12 months** commencing the 1st day of April, 2019, the residential premises located at:

THE SOUTH WEST QUARTER OF SECTION NINETEEN (19)
TOWNSHIP SIXTY EIGHT (68)
RANGE TWENTY TWO (22)
WEST OF THE FIFTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT: 0.809 HECTARES (2 ACRES) MORE OR LESS
REQUIRED FOR A SURVEYED ROADWAY AS SHOWN ON ROAD PLAN 1821PX
EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME

(the "Premises")

and having an emergency address of 22574 Twp Rd 683, for a rent of **Three Thousand DOLLARS (\$3,000.00)** per month payable in advance on the first of each calendar month during the term on the following terms:

RENT

1.
 - a. Rent shall be paid monthly in advance on the first day of each and every calendar month during the currency of this lease commencing. If this lease does not commence on the first day of a month the rent for the first partial month shall be prorated. If rent is not paid when due, the Tenant agrees to pay a late payment charge of \$25.00 a day for each and every day that payment is late.
 - b. Rent shall be delivered by the Tenant to the office of the Landlord by 12 post-dated cheques each in the amount of \$3,000.00, prior to the commencement of the Lease.
 - c. Rent shall be defined to include all amounts due to the Landlord under this agreement.

SECURITY DEPOSIT

2.
 - a. Prior to occupying the premises, the Tenant shall pay to the Landlord a security deposit in the sum of THREE THOUSAND (\$3,000.00) DOLLARS which shall be held by the Landlord to be used upon the default of the Tenant in the performance of any of the covenants and agreements herein contained and for payment for any damages suffered by the Landlord as a result thereof. Without limiting the generality of the foregoing, such damages may include failure to pay any instalment of rent, any damages caused to the property, utility payments required to be made by the Landlord, which are the responsibility of the Tenant, and cleaning or maintenance, normal wear and tear excepted.
 - b. Interest on the money portion of the security deposit shall not be paid annually, but shall be compounded annually at the rate prescribed by the *Residential Tenancies Act* and be paid to the Tenant on the termination or expiry of the tenancy, subject to any lawful Landlord claims under section 2(a) above.

INSPECTION

3.
 - a. The Tenant is in possession of the premises and agrees that the premises are in good condition; however, the roof is in need of repair.
 - b. Within one week before or after the Tenant gives up possession of the residential premises, the Landlord and the Tenant shall inspect the premises and the Landlord shall provide the Tenant with a report of the inspection that describes the condition of the premises.

UTILITIES

4. The Tenant shall register all utilities for the premises including, without limiting the generality of the foregoing, power, natural gas, water, sewer, telephone and cable television, in the name of the Tenant and shall pay all utilities billed to the premises during the currency of this lease and any over holding by the Tenant. A default in payment of any of the utilities shall constitute a default under this agreement.

TENANT'S OBLIGATIONS

5. The Tenant covenants with the Landlord as follows:
 - a. That the rent will be paid when due;
 - b. That the Tenant will not perform illegal acts or carry on an illegal trade, business or occupation in the premises, the common areas or the property of which they form a part;
 - c. That the Tenant will not endanger persons or property in the premises or the property of which they form a part;
 - d. That the Tenant will not do or permit any damage to the premises, the common areas or the property of which they form a part;

- e. That the Tenant will maintain the premises and any property rented with it in a reasonably clean condition;
- f. That the Tenant will vacate the premises at the expiration or termination of the tenancy in the same state of repair and condition as at the beginning of the term, fair wear and tear only excluded;
- g. That the Tenant will repair and maintain as required from time to time the appliances included with the leased premises as hereinafter set out;
- h. Not to transfer, assign or sublet the premises or any part thereof;
- i. Not to part with possession of the premises or any part thereof without the prior written consent of the Landlord;
- j. To use the premises as a private residence only and for no other purpose. Without limiting the generality of the foregoing, not to use the premises, or permit them to be used, for a commercial purpose or any purpose which may void the Landlord's insurance on the premises or which might cause the premiums for such insurance to be increased. The Tenant shall repay to the Landlord on demand all sums paid by way of increased premiums and all expenses incurred by the Landlord in connection with any renewal or replacement of any policy rendered necessary by the Tenant's breach of this covenant;
- k. Not to make any alterations or improvements to the premises or engage in any other construction related to the premises unless first approved by the Landlord in writing. Any such improvements or alterations shall be at the sole expense of the Tenant and upon expiry of this lease shall remain the property of the Landlord and not be removed from the premises;
- l. Not to smoke or allow any guests to smoke, or use marijuana inside the premises;
- m. The Tenant shall be liable to the Landlord and shall pay the Landlord for all expenses for any repairs made necessary by negligence or deliberate acts of the Tenant or the Tenant's guests;
- n. To maintain the Premises in good and tenantable repair, fair wear and tear only excepted, such maintenance to include, but not limited to:
 - i. maintaining sewer lines;
 - ii. maintaining water lines;
 - ii. regularly cutting and keeping trimmed the lawn;
 - iv. removing garbage;
 - v. refraining from keeping dilapidated or unsightly vehicles on the Premises;
 - vi. ensuring that any vehicles kept on the Premises are in good working order;
 - vii. keep the sidewalks and driveways on and around the Premises clear of ice and snow;

- viii. refrain from using nails or screws in the walls, floors and ceilings unless written permission is first obtained from the Landlord or the Landlord's agent;
- ix. repairing and/or replacing light switches, light bulbs and tap washers.
- o. To give the Landlord prompt notice of any accident or damage to or any defect in water pipes, gas pipes, heating apparatus or of any damage caused to the premises from any fire, vandalism or other cause whatsoever, and to cooperate in processing any insurance claims;
- p. To permit the Landlord during the last three (3) months of the lease to affix onto any part of the exterior of the premises a notice that the premises are for rent or sale and during the same period to permit and allow the premises to be viewed at all reasonable times by any persons authorized by the Landlord or the Landlord's agent;
- q. To keep the flower beds and gardens properly cultivated and planted, the lawns properly watered and mowed, the shrubs and trees properly trimmed and watered and the yard generally tidy and weeded as necessary;
- r. To permit the Landlord or the Landlord's agent, with or without workmen and others and with all necessary equipment, to enter and examine the condition of the premises from time to time and to make any maintenance or repairs required, whether the responsibility of the Landlord or the Tenant. If maintenance or repairs are made by the Landlord which are the responsibility of the Tenant, the Tenant shall forthwith pay the costs of same to the Landlord upon demand;
- s. To not keep pets without the Landlord's prior written consent and then only in strict accordance with the conditions of the consent given. It is acknowledged and agreed that the Tenant has 6 dogs and 1 horse on the premises;
- t. Reimburse the Landlord for Fire Insurance premiums as they become due and payable;
- u. Not to allow anyone to reside in or occupy the premises except for the Tenant and members of the Tenant's immediate family (if any);
- v. Tenant acknowledges that the premises are in satisfactory condition and agrees to immediately report all damages that may occur to the Landlord;
- w. No combustible material or flammable liquid may be kept on the premises except in small quantities and in approved containers;
- x. The Tenant must not place or allow to be placed in or out of the premises, any visible placard, notice, plate or sign for advertising purposes;
- y. The Tenant must not do or permit to be done in the premises anything that is likely to disturb or be a nuisance to the other tenants or neighbors;

- z. Duplication of keys provided by the Landlord allowing access to any portion of the premises or distribution of such keys or extra keys to any person other than the Tenant or the Tenant's household members, is **strictly prohibited**. The Tenant will not change, replace, or re-code any locks on the premises. No additional lock will be placed on any doors without prior written permission of the Landlord;
- aa. Guests may stay with the Tenant for a period of 4 weeks. After 4 weeks, the Tenant shall obtain approval from the Landlord for any extension, which may be granted subject to additional rental charges. The Tenant is responsible for all household members and guests regarding noise disturbance or damage.

TENANT'S INDEMNITY AND INSURANCE

- 6. a. The Tenant shall indemnify and save harmless the Landlord from all claims and liabilities, suits, demands and actions of any kind whatsoever for which the Landlord shall or may become liable or suffer by reason of any breach or non-performance by the Tenant of any covenant or agreement contained in this lease or by reason of the occupancy of the premises by the Tenant or by reason of any act or default by the Tenant or any member of the Tenant's family, household, invitees, licensees or guests and this indemnity shall survive the termination of this lease as to any occurrence taking place during the term of the lease or any period overholding by the Tenant.
- b. The Tenant shall maintain a policy of tenant's legal liability insurance with coverage not less than \$1,000,000.00 and the Tenant shall, upon request of the Landlord, provide the Landlord with full details of such insurance coverage.
- c. The Tenant is solely responsible for insuring the Tenant's personal property against all perils. The Landlord is not responsible for loss or damage incurred by the Tenant arising in any manner whatsoever including, without limiting the generality of the foregoing, failures in electrical power, water supply, heating or refrigeration systems howsoever caused including neglect on the part of the Landlord or the Landlord's agents and servants.

QUIET ENJOYMENT

- 7. So long as the Tenant fully honours all obligations hereunder, the Landlord covenants that the Tenant shall have quiet enjoyment of the premises and that the Landlord shall pay all mortgage payments and real property taxes levied against the premises.

EXPIRY OF TENANCY

- 8. The fixed term of this tenancy shall expire at noon on the last day of the fixed term of this Agreement and the Tenant shall vacate the premises.

OVERHOLDING FAILURE TO VACATE

- 9. In the event of any overholding by the Tenant after the expiry of the fixed term of this tenancy pursuant to paragraph 8 above or after the lease is otherwise terminated, which overholding is

contrary to the terms of this lease, the lease shall not be deemed to be renewed but the Tenant shall be liable for occupation rent calculated on the basis of the rent payable under the expired lease prorated and calculated daily and due and payable daily. In addition, the Tenant shall be liable for any special and general damages suffered by the Landlord resulting from the Tenant's failure to vacate the premises, including solicitor/client costs.

DEFAULT

10. The Landlord may terminate the tenancy before the expiry of the term of this lease in accordance with the provisions of the *Residential Tenancy Act*.

In the event that the Landlord takes any action or seeks any remedy as a result of the Tenant's default under this lease then, in addition to any other monies and damages payable by the Tenant to the Landlord, the Tenant shall pay to the Landlord, on demand, the amount of all costs, charges and expenses whatsoever which the Landlord incurs in connection with the Tenant's default and the curing or attempted curing of such default by the Landlord including, without limiting the generality of the foregoing:

- a. Amounts expended by the Landlord for keeping or securing the premises in good order, repairing them and preparing them for re-letting or subletting;
- b. Any and all expenses incurred by the Landlord in enforcing a seizure, removal and sale of any of the goods of the Tenant pursuant to distress;
- c. In all cases, all legal fees and disbursements of the Landlord upon a solicitor and own client basis, whether or not an action or other judicial proceeding has been commenced, and including all disbursements, Sheriff's and/or bailiff's fees and other related expenses whatsoever.

WAIVER

11. Any waiver by the Landlord of any particular breach of this lease by the Tenant shall not operate as, or constitute or be deemed to be, a continuing waiver or a waiver of any subsequent breach by the Tenant.

OPTION TO PURCHASE

12. In consideration of the sum of ONE THOUSAND (\$1,000.00) DOLLARS now paid by the Tenant to the Landlord, the receipt of which is hereby acknowledged by the Landlord, the Landlord hereby grants unto the Tenant an option to purchase the said premises upon the following terms and conditions:
- a. The Purchase Price shall be the sum of THREE HUNDRED SEVENTY-FIVE THOUSAND (\$375,000.00) DOLLARS payable as follows:

- i. \$1,000.00 by way of the consideration received herein as a deposit, which shall be non-refundable in any event.
 - ii. \$3,000.00 by application of the security deposit.
 - iii. A further deposit, being the sum equal to the number of months that the Tenant has actually paid the rent, multiplied by the sum of \$2,000.00, the aggregate amount of such rent to be credited against the purchase price in the event of the exercise of this option.
 - iv. the balance to be paid by bank draft or solicitor's trust cheque within thirty (30) days of the date that the Tenant gives the Landlord notice that they intent to exercise this option to purchase.
 - v. all adjustment of taxes and mobile home license fees shall be made as of the closing date.
- b. The said option to purchase may be exercised by the Tenant any time between the 1st day of April, 2019, and the 28th day of February, 2020, by delivering written notice to the Landlord at the address provided herein, specifying the proposed closing date, which shall not be later than 30 days after the date the notice is delivered to the Landlord; **PROVIDED HOWEVER**, that in the event that the Tenant fails to pay the monthly rental as hereinbefore stipulated by the 3rd day of each and every month, this option to purchase shall be forfeited by the Tenant in the sole discretion of the Landlord.
- c. This option to purchase is not assignable by the Tenant.
- d. Time is of the essence of this option.
- e. The Property shall be free and clear of any financial encumbrance except any financial encumbrances specifically permitted in this contract. The Property may be subject to non-financial encumbrances (if any) now on title such as easements, utility rights of ways, covenants, and conditions that are normally found registered against property of this nature and which do not affect the marketability of the property.
- f. The Seller shall pay and discharge any financial encumbrance which is 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:

MISCELLANEOUS

- 12. This lease shall be subject to and subordinate at all times to the charge of any existing mortgages and of any mortgages which may hereafter be made a charge on the leased premises. The Tenant shall sign and deliver such further instruments subordinating this lease to the charge of any such mortgages as shall be desired by any mortgagee of the Landlord from time to time.
- 13. All notices under this lease shall be in writing. Any notice to the Tenant shall be sufficiently served if posted on the front door of the Premises and addressed to the Tenant or if sent to the Tenant by

mail to his last known address in Canada. Any notice to the Landlord shall be sufficiently served if addressed to the Landlord at the address set out as the Landlord's address at the beginning of this lease or sent to him by mail to his last known address in Canada.

14. Time is of the essence hereof.
15. All covenants of the Landlord and Tenant herein contained are both joint and several.
16. All powers and rights exercisable by the Landlord may be performed by the Landlord or by the Landlord's authorized agents, contractors or employees.
17. This lease agreement shall bind and enure to the benefit of the Landlord and the Tenant and their respective heirs, executors, administrators, successors, trustees and assigns.
18. The Tenant acknowledges receipt of a copy of this Agreement signed by both the Landlord and the Tenant.
19. The tenancy created by the *Residential Tenancies Act* (Alberta) and if there is a conflict between this Agreement and the Act, the Act prevails.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals the day and year first above written the day and year first above written.

LANDLORD:

M.D. of GREENVIEW NO. 16

Per: 

Per: _____

TENANT:



Witness

DATED

February 2019

M.D. of GREENVIEW NO. 16

OF THE FIRST PART

- and -

OF THE SECOND PART

**RESIDENTIAL FIXED TERM TENANCY AGREEMENT
WITH OPTION TO PURCHASE**

Mathieu Hryniuk LLP
Barristers and Solicitors
10012 – 101 Street
P.O. Box 6210
Peace River, AB
T8S 1S2

Robin D. Erickson, QC
Our File: 112,667 RDE/cl

W://COREL/RDE/MD GREENVIEW -
Lease w OTP (1)

(112,667)/

RESIDENTIAL TENANCY AGREEMENT

THIS AGREEMENT made as of the 22nd day of April, 2014.

BETWEEN:

The Municipal District of Greenview No. 16

(the "Landlord")

and

(the "Tenant")

1. PREMISES

1.1 The Landlord agrees to rent to the Tenant the residential premises described as farm residence on 158.0 acres, legal location SW-19-68-22W5M, Valleyview, Alberta (the "Premises") for residential purposes only (the "Permitted Use").

1.2 Apart from the Tenant and the individuals set out below, no other persons will occupy the Premises without the prior written permission of the Landlord:

1.3 No pets or animals are allowed to be kept in or about the Premises without the prior written permission of the Landlord.

1.4 The Landlord will supply and the Tenant agrees to use and maintain in reasonable condition the following:

(a) Fixtures:

(b) Furniture:

(c) Appliances:

Such fixtures, furniture, and appliances located on the Premises hereinafter referred to as the "**House Contents**".

2. TERM

- 2.1 This tenancy shall be for a term of three (3) years and zero (0) months, commencing April 1, 2014 and terminating on the earlier of April 1, 2017 or the date of transfer of the Premises to the Tenant under the terms of the Option to Purchase set out in Schedule "A" hereto (the "Term").

3. RENT

- 3.1 The rent for the Premises is \$2,000.00 (two thousand dollars) per month (the "**Rent**") and shall be paid to the Landlord, in advance, on the first day of each month of the Term.

4. SECURITY DEPOSIT

- 4.1 The Parties agree that the Landlord is not requiring the payment of a security deposit. The Tenant confirms that it has not paid a security deposit.

5. UTILITIES

- 4.1 The Tenant is responsible for payment of all utilities.

5. TAXES

- 5.1 The Tenant shall be responsible for payment of all governmental taxes (municipal or otherwise) and levies due and owing in respect of the Premises (the "Taxes"), and shall keep all accounts in good standing. The Landlord shall furnish the Tenant with any assessments and notices relating to the Taxes within a reasonable period of time after receipt of the same, and the Tenant will pay such Taxes forthwith.

6. INSURANCE

- 6.1 The Tenant shall provide and maintain during the Term, at its sole cost:
- a) all risks-property insurance in such amounts and for such risks against which a prudent owner would insure; and
 - b) general public liability insurance for the mutual benefit of the Landlord and the Tenant against claims for personal injury, death or property damage occurring upon, in or about the Premises or resulting from the Tenant's use and occupation of the Premises, on an occurrence basis of not less than One Million (\$1,000,000.00) or for such greater amount as the Landlord may reasonably require.

Such insurance policies shall name the Landlord as an insured, be in a form satisfactory to the Landlord and provide a thirty (30) day notice of cancellation of insurance to the Landlord. Upon request by the Landlord, the Tenant shall provide to the Landlord a certified copy of the required insurance policy.

- 6.2 In addition to the above, the Tenant shall be responsible for placing and maintaining, at its sole cost, adequate insurance on his/her own personal belongings located at the Premises.

7. INSPECTION

- 7.1 The Landlord may enter the Premises to make inspections or repairs, or to show the Premises to prospective tenants or purchasers with 24 hours' advance notice to the Tenant.

8. CARE AND USE OF PREMISES

- 8.1 The Tenant acknowledges that the Premises and the House Contents were satisfactory and in a satisfactory state of repair upon commencement of the tenancy, and further agrees to promptly notify the Landlord of any damage to, or of any situation that may significantly interfere with the normal use of, the Premises or the House Contents.

- 8.2 The Tenant covenants with the Landlord to repair, maintain and keep the Premises at the Tenant's own cost. The Tenant further acknowledges that this is intended to include but is not limited to the exterior of the home, the yard, the roof, the structural and mechanical components, fixtures and appliances and another other repair or expenses related to the upkeep and maintenance of the Premises necessary to keep it in the good condition as referenced in paragraph 8.1.

- 8.3 The Tenant shall not engage in any illegal trade or activity on or about the Premises.

- 8.4 The Tenant shall obtain written permission from the Landlord before doing any of the following:

- (a) painting, papering, redecorating or in any way significantly altering the appearance of the Premises; and
- (b) removing or adding walls, or performing any structural alterations.

8. NOTICE

- 8.1 For any matter relating to this tenancy, whether during or after this tenancy has been terminated:

- (a) the address of the Tenant is the Premises during this tenancy and after this tenancy is terminated; and

- (b) the address of the Landlord is 4806 36 Avenue, Box 1079, Valleyview, AB T0H 3N0. Attention: General Manager, Community Services both during the tenancy and after it is terminated.

- 8.2 The Landlord or the Tenant may, on written notice to each other, change their respective addresses for the purpose of Section 9.

9. OPTION TO PURCHASE

- 9.1 The Landlord hereby grants to the Tenant an option to purchase the Premises on the terms set forth in Schedule "A".

10. OTHER PROVISIONS

- 10.1 Locks may not be added or changed without the prior written consent of both the Landlord and the Tenant, or unless the change is made in compliance with the *Residential Tenancy Act*.
- 10.2 The Tenant may not assign, sublet or give up possession of any part of the Premises to any other person without the prior written consent of the Landlord, which consent may be arbitrarily or unreasonably withheld.
- 10.3 The Tenant shall use the Property for the Permitted Use and for no other use whatsoever unless such use is consented to by the Landlord
- 10.4 The Tenant shall indemnify and save harmless the Landlord from and against all loss, damage, demands, actions, claims and expenses (including legal expenses on a client-solicitor full indemnity basis) in connection with the Tenant's use and occupation of the Property under this Lease, any improvements made by the Tenant on the Property, or any breach, violation or non-performance by the Tenant of any covenant, term or provision in this Agreement.
- 10.5 The Landlord covenants and agrees with the Tenant that, so long as the Tenant is not in default under this Lease, the Tenant shall have quiet enjoyment of the Premises.
- 10.6 This Agreement is subject to the following conditions precedent:
 - a) The Landlord becoming the registered owner of the Premises upon the closing of the purchase and sale transaction contemplated in the attached Residential Offer to Purchase, which Offer to Purchase has been entered into between the Tenant or its nominee and **Larry and Dianna Abram**. The Tenant confirms that it has appointed the Landlord as its nominee;

which condition is inserted for the sole benefit of the Landlord. In the event that the condition is not satisfied, this agreement shall be null and void.

THE TENANCY CREATED BY THIS AGREEMENT IS GOVERNED BY THE RESIDENTIAL TENANCY ACT, AND IF THERE IS A CONFLICT BETWEEN THIS AGREEMENT AND THE ACT, THE ACT PREVAILS.

This Agreement is signed and agreed to on February 1, 2014, 2014.

MUNICIPAL DISTRICT OF
GREENVIEW NO. 16

[Signature]
Per:

[Signature]
Witness

[Signature]
Tenant:

The Tenant acknowledges that receiving a duplicate copy of this lease, signed by the Landlord on February 1, 2014, 2014.

[Signature]
Tenant:

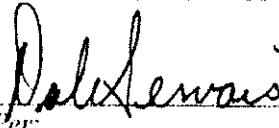
SCHEDULE "A"
OPTION TO PURCHASE


1. The Landlord (hereinafter called the "Grantor") hereby grants to the Tenant (hereinafter called the "Grantee") the sole and exclusive option (the "Option") to purchase the Premises free and clear of all encumbrances excepting only those encumbrances listed in Schedule "B" hereto (the "Permitted Encumbrances") on the terms and conditions contained in this Schedule "A".
2. The Option may be exercised by the Tenant giving notice in writing (the "Option Notice") delivered or mailed to the Landlord at the address indicated in the Residential Tenancy Agreement prior to _____ (the "Option Exercise Date") that the Tenant wishes to purchase the Premises.
3. In the event that the Option is not exercised by the Option Exercise Date, this Option to Purchase shall be null and void and no longer be binding on the parties hereto and the Tenant shall not receive any benefit of any rent paid.
4. Upon the exercise of the Option in the manner set out herein, this Option and the Option Notice shall become a binding contract of sale and purchase, and such sale and purchase will be completed upon the terms provided in this Schedule "A".
5. The Purchase Price pursuant to this Option shall be payable on the Closing Date and shall be equal to the fair market value of the Premises as of the Closing Date as agreed upon by the parties or, failing agreement, as determined by arbitration in accordance with the *Arbitration Act (Alberta)*. Rent paid under the Residential Tenancy Agreement will be applied towards the payment of the Purchase Price.
6. In respect of this Option, the Landlord makes the following representations and warranties effective as of the Closing Date of the purchase:
 - i. The Landlord is a resident of Canada for the purposes of the Income Tax Act of Canada;
 - ii. The Landlord has or will have good and marketable title to the Premises, and is ready, willing and able to convey title to the Premises free and clear from any liens and encumbrances, except for the Permitted Encumbrances, and also free and clear from any charges, claims, or obligations of any party claiming by, through, or under the Landlord.
 - iii. The Landlord has used no real estate agent in connection with this Option or the Purchase Agreement for which commissions are or may become payable.
7. The Landlord and Tenant shall execute all further deeds, documents and assurances and will do all further things as may be reasonably required for the purpose of carrying out this agreement according to its true meaning and intent.

8. The Closing Date shall be the thirtieth (30th) day following the date of the Option Notice, or such earlier date as the parties may agree on.
9. The Grantee shall be entitled to vacant possession of the Premises on the Closing Date. The Grantee shall pay the taxes from the Closing Date.
10. On the Closing Date, the Grantee shall pay to the Grantor, by certified cheque, bank draft or solicitor's trust cheque, the Purchase Price, subject to the adjustments described in paragraphs 5 and 11 herein. Such sum shall be held in trust by the Grantor's solicitor until title to the Premises has been issued in the name of the Grantee, free and clear from all liens and encumbrances other than the Permitted Encumbrances.
11. All usual adjustments, taxes, interest and other adjustable items shall be made as of 12:00 o'clock noon on the Closing Date. The Grantee shall pay interest, at a rate of 3% per annum above the Prime Rate on any money owing to the Grantor from the Closing Date to the date such money is paid. In no event shall the Purchase Price be paid later than 30 days after the Closing Date. In this Option to Purchase, "Prime Rate" means that reference rate of interest determined and announced from time to time by the Royal Bank of Canada as being its "prime rate" of interest for Canadian dollar demand commercial loans made in Canada.
12. The transfer of land shall be prepared at the expense of the Grantor and provided to the Grantee. The Grantee shall be responsible for registration of the transfer.
13. The Grantor will execute all further deeds, documents, and assurances, and will do all further things as may be reasonably required for the purpose of carrying out this agreement according to its true meaning and intent. Without limiting the foregoing, the Grantor agrees to execute such deeds, documents and assurances and to do such further things as may be reasonably required to convey title to the Premises to the Grantee in accordance with the terms of this Option to Purchase.
14. Time shall be of the essence.
15. This Option shall be governed by and interpreted in accordance with the laws of the Province of Alberta.
16. This Option shall enure to the benefit of, and be binding upon, the parties hereto and their respective heirs, personal representatives, successors and assigns.
17. Except as otherwise expressly provided, the terms and conditions contained within this Option to Purchase shall not merge on closing and shall survive the Closing Date.
18. The Residential Tenancy Agreement and this Option to Purchase constitutes the entire agreement between the parties respecting the Option granted by the Grantor to the Grantee to purchase the Premises. Except as expressly provided in these agreements, there are no representations, warranties, collateral agreements or conditions respecting the purchase and sale of the Premises.

19. The parties expressly acknowledge and agree to the terms of this Option to Purchase.

MUNICIPAL DISTRICT OF
GREENVIEW NO. 16


Per: _____


Witness _____

Tenant:

SCHEDULE "B"
PERMITTED ENCUMBRANCES

Any encumbrances by or through the Purchaser

1208638, May 2, 2014

Marilyn Jensen

From: Teresa Marin
Sent: Thursday, February 06, 2020 11:03 AM
To: Marilyn Jensen
Cc: Rosemary Offrey; Donna Ducharme; Stacey Wabick
Subject: FW: Tax Roll 37532, Piercey
Attachments: 0221_001.pdf; Pages from _Residential Tenancy 5-22-68-19-SW_AG68-14.pdf

Hi Marilyn,

I spoke with the lawyer regarding our authority to request property tax payments from _____ and he indicated that we have no recourse for this action since the agreement expired April 1, 2017. Therefore, Greenview will need to reverse the charges applied to _____ for the property tax arrears associated with the 2018 and 2019 calendar years.

_____ is required to complete the purchase of the house in accordance with the terms specified in the new agreement that closes February 28th, 2020. If the purchase is not completed the property will be vacant and no property tax will be charged for this Greenview owned property going forward.

Thank you.
Teresa

From: Teresa Marin
Sent: January 30, 2020 4:30 PM
To: Marilyn Jensen <marilyn.jensen@mdgreenview.ab.ca>
Cc: Stacey Wabick <Stacey.Wabick@MDGreenview.ab.ca>
Subject: RE: Tax Roll 37532,

Hi Marilyn,

I am sorry, we have an agreement with _____ to purchase the house. She is supposed to purchase it by February 28th, 2020. The following is one of the clauses, therefore we are to pay the taxes. I have included the whole agreement for your review.

QUIET ENJOYMENT

7. So long as the Tenant fully honours all obligations hereunder, the Landlord covenants th
Tenant shall have quiet enjoyment of the premises and that the Landlord shall pay all mor
payments and real property taxes levied against the premises.

Teresa

From: Marilyn Jensen <marilyn.jensen@mdgreenview.ab.ca>
Sent: January 30, 2020 4:19 PM
To: Stacey Wabick <Stacey.Wabick@MDGreenview.ab.ca>



REQUEST FOR DECISION

SUBJECT: **Request to Waive the 2019 Penalties on Tax Roll 4095000**
SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION
MEETING DATE: March 23, 2020 CAO: DT MANAGER: DD
DEPARTMENT: FINANCE GM: AN PRESENTER: MJ
STRATEGIC PLAN:

RELEVANT LEGISLATION:

Provincial (cite) – Section 304 (3)

Section 337 of the Municipal Government Act

Section 347(1) of the Municipal Government Act

Council Bylaw/Policy (cite) – Bylaw No. 19-810

RECOMMENDED ACTION:

MOTION: That Council take no action on the request to waive the penalties on tax roll 4095000 in the amount of \$148.66.

BACKGROUND/PROPOSAL:

Tax rolls 4015000 and 4095000 are mobile homes located in the Shand Trailer Court in Grande Cache. The owner of tax roll 4095000 is also the previous owner of tax roll 4015000.

Schedule of events:

Date:	
November 2018	Owner purchased Roll 4095000. It is the responsibility of the person purchasing a property to advise the municipality of the address assessment & tax notices are to be sent. Owner did not advise municipal office until August 2019.
April 25, 2019	2019 tax notices was sent. Owner received notice for 4015000 but not for 4095000 as the MD did not have owner information. Tax notices are deemed to have been received by the owner 7 days after being sent (Sec 337).
August 7, 2019	Owner sold tax roll 4015000.
August 12, 2019	Owner attended municipal office in Grande Cache and paid her portion of outstanding taxes and penalties on Roll 4015000. Owner also advised she had purchased Roll 4095000, however did not pay the taxes for 4095000.
Nov 15, 2019	2019 tax due date. The 2019 tax levy amount was not paid (Balance \$790.78)

Nov 16, 2019	Current penalty of \$63.26 applied to Roll 4095000. (Balance owing \$854.04)
January 1, 2020	Arrears penalty of \$85.40 applied to Roll 4095000. (Balance owing \$939.44)
February 20, 2020	Owner emailed municipal office to request a copy of the 2019 tax notice and to waive penalties that have been applied to the account. No payment for 2019 has been made to date.

Because of the mix up between the mobile home that was sold in 2018, the one purchased in August 2019 and the fact that a 2019 tax notice had not been received for tax roll 4095000 the owner is asking for the penalties to be waived.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of the recommended motion is that Council will have upheld Council's bylaw and will have treated all ratepayers equally.
2. The benefit of the recommended action is that Council will avoid creating a precedence by going against Council's bylaw.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. There are no perceived disadvantages to the recommended motion.

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to waive the 2019 penalties, however due to the precedence this may set Administration does not recommended this solution.

FINANCIAL IMPLICATION:

Direct Costs: \$148.66

Ongoing / Future Costs: N/A

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

Inform - To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Administration will advise the owner of tax roll 4095000 of Council's decision.

ATTACHMENT(S):

- MGA Sections 304(3), 337, 347(1)
- Bylaw 19-810
- Correspondence from Owner

- (i) any other information considered appropriate by the municipality or required by the Minister, as the case may be.

RSA 2000 cM-26 s303;2002 c19 s7;2005 c14 s6;
2012 cE-0.3 s279;2016 c24 s34;2017 c13 s1(22);
2019 c6 s3

Contents of provincial assessment roll

303.1 The provincial assessment roll must show, for each assessed designated industrial property, the following:

- (a) a description of the type of designated industrial property;
- (b) a description sufficient to identify the location of the designated industrial property;
- (c) the name and mailing address of the assessed person;
- (d) the assessment;
- (e) the assessment class or classes;
- (f) repealed 2017 c13 s2(9);
- (g) whether the designated industrial property is assessable for public school purposes or separate school purposes, if notice has been given to the municipality under section 147 or 148 of the *Education Act*;
- (h) if the designated industrial property is exempt from taxation under Part 10, a notation of that fact;
- (h.1) if a deferral of the collection of tax under section 364.2 is in effect for the property, a notation of that fact;
- (i) any other information considered appropriate by the provincial assessor.

2012 cE-0.3 s279;2016 c24 s35;2017 c13 s2(9);2019 c6 s4

Recording assessed persons

304(1) The name of the person described in column 2 must be recorded on the assessment roll as the assessed person in respect of the assessed property described in column 1.

Column 1 Assessed property	Column 2 Assessed person
(a) a parcel of land, unless otherwise dealt with in this subsection;	(a) the owner of the parcel of land;

Column 1 Assessed property	Column 2 Assessed person
(b) a parcel of land and the improvements to it, unless otherwise dealt with in this subsection;	(b) the owner of the parcel of land;
(c) a parcel of land, an improvement or a parcel of land and the improvements to it held under a lease, licence or permit from the Crown in right of Alberta or Canada or a municipality;	(c) the holder of the lease, licence or permit or, in the case of a parcel of land or a parcel of land and the improvements to it, the person who occupies the land with the consent of that holder or, if the land that was the subject of a lease, licence or permit has been sold under an agreement for sale, the purchaser under that agreement;
(d) a parcel of land forming part of the station grounds of, or of a right of way for, a railway other than railway property, or a right of way for, irrigation works as defined in the <i>Irrigation Districts Act</i> or drainage works as defined in the <i>Drainage Districts Act</i> , that is held under a lease, licence or permit from the person who operates the railway, or from the irrigation district or the board of trustees of the drainage district;	(d) the holder of the lease, licence or permit or the person who occupies the land with the consent of that holder;
(d.1) railway property;	(d.1) the owner of the railway property;

Column 1 Assessed property	Column 2 Assessed person
(e) a parcel of land and the improvements to it held under a lease, licence or permit from a regional airports authority, where the land and improvements are used in connection with the operation of an airport;	(e) the holder of the lease, licence or permit or the person who occupies the land with the consent of that holder;
(f) a parcel of land, or a part of a parcel of land, and the improvements to it held under a lease, licence or permit from the owner of the land where the land and the improvements are used for	(f) the holder of the lease, licence or permit;
(i) drilling, treating, separating, refining or processing of natural gas, oil, coal, salt, brine or any combination, product or by-product of any of them,	
(ii) pipeline pumping or compressing, or	
(iii) working, excavating, transporting or storing any minerals in or under the land referred to in the lease, licence or permit or under land in the vicinity of that land.	
(g) machinery and equipment used in the excavation or transportation of coal or oil sands as defined in the <i>Oil Sands Conservation Act</i> ;	(g) the owner of the machinery and equipment;

Column 1 Assessed property	Column 2 Assessed person
(h) improvements to a parcel of land listed in section 298 for which no assessment is to be prepared;	(h) the person who owns or has exclusive use of the improvements;
(i) linear property;	(i) the operator of the linear property;
(j) a designated manufactured home on a site in a manufactured home community and any other improvements located on the site and owned or occupied by the person occupying the designated manufactured home;	(j) the owner of <ul style="list-style-type: none"> <li data-bbox="971 768 1224 852">(i) the designated manufactured home, or <li data-bbox="971 882 1224 1024">(ii) the manufactured home community if the municipality passes a bylaw to that effect;
(k) a designated manufactured home located on a parcel of land that is not owned by the owner of the designated manufactured home together with any other improvements located on the site that are owned or occupied by the person occupying the designated manufactured home.	(k) the owner of the designated manufactured home if the municipality passes a bylaw to that effect.

(2) When land is occupied under the authority of a right of entry order as defined in the *Surface Rights Act* or an order made under any other Act, it is, for the purposes of subsection (1), considered to be occupied under a lease or licence from the owner of the land.

(3) A person who purchases property or in any other manner becomes liable to be shown on the assessment roll as an assessed person

- (a) must provide to the provincial assessor, in the case of designated industrial property, or

Penalties

346 A penalty imposed under section 344 or 345 is part of the tax in respect of which it is imposed.

1994 cM-26.1 s346

Cancellation, reduction, refund or deferral of taxes

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

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

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

1994 cM-26.1 s347

Tax becomes debt to municipality

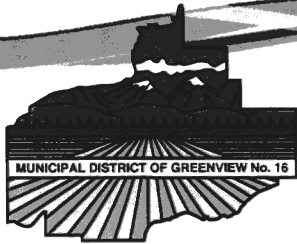
348 Taxes due to a municipality

- (a) are an amount owing to the municipality,
- (b) are recoverable as a debt due to the municipality,
- (c) take priority over the claims of every person except the Crown, and
- (d) are a special lien
 - (i) on land and any improvements to the land, if the tax is a property tax, a community revitalization levy, a special tax, a clean energy improvement tax, a local improvement tax or a community aggregate payment levy, or
 - (ii) on goods, if the tax is a business tax, a community revitalization levy, a well drilling equipment tax, a community aggregate payment levy or a property tax imposed in respect of a designated manufactured home in a manufactured home community.

RSA 2000 cM-26 s348;2005 c14 s12;2018 c6 s5

Fire insurance proceeds

349(1) Taxes that have been imposed in respect of improvements are a first charge on any money payable under a fire insurance policy for loss or damage to those improvements.



BYLAW NO. 19-810 of the Municipal District of Greenview No. 16

A Bylaw of the Municipal District of Greenview No. 16, in the Province of Alberta, to authorize the rates of taxation to be levied against assessable property within the Municipal District of Greenview No. 16 for the 2019 taxation year

Whereas, the Municipal District of Greenview No. 16 has prepared and adopted detailed estimates of the municipal revenues and expenditures as required, at the council meeting held on March 11, 2019; and

Whereas, the estimated municipal expenditures and transfers set out in the budget for the Municipality of Greenview No. 16 for 2019 total \$ 189,435,877; and

Whereas, the estimated municipal revenues and transfers from all sources other than taxation is estimated at \$ 69,213,372 and the balance of \$ 120,222,505 is to be raised by general municipal taxation; and

Whereas, the requisitions are:

Alberta School Foundation Fund (ASFF)	
Residential/Farm land	2,491,056
Non-residential	21,059,961
Opted Out School Boards	
Residential/Farm land	69,664
Non-residential	2,150
	<hr/>
Total School Requisitions	23,622,831
Requisition Allowance MGA(359(2))	100,000
Seniors Foundation	1,530,474
	<hr/>
Designated Industrial Properties Requisitions	877,971

Whereas, the Council of the Municipality is required each year to levy on the assessed value of all property, tax rates sufficient to meet the estimated expenditures and the requisitions; and

Whereas, the Council is authorized to classify assessed property, and to establish different rates of taxation in respect to each class of property, subject to the Municipal Government Act, Chapter M-26, Revised Statutes of Alberta, 2000; and

Whereas, the assessed value of all property in the Municipal District of Greenview No. 16 as shown on the assessment roll is:

Greenview (not including Grande Cache)	<u>Assessment</u>
Residential	695,515,300
Non-residential	6,609,519,030
Farm land	57,624,090
Machinery and equipment	<u>4,834,317,410</u>
	12,196,975,830
Greenview (Grande Cache only)	
Residential	267,901,110
Non-residential	<u>110,701,901</u>
	378,603,020
Total	12,575,578,850

THEREFORE under the authority of the Municipal Government Act, the Council of the Municipal District of Greenview, in the Province of Alberta, enacts as follows:

1. That the Chief Administrative Officer is hereby authorized to levy the following rates of taxation on the assessed value of all property as shown on the assessment roll of the Municipal District of Greenview No. 16:

	Tax Levy	Assessment	Tax Rate
General Municipal (without Grande Cache)			
Residential/Farmland	2,033,476	753,139,390	2.7000
Non-Residential	89,582,352	11,443,836,440	7.8280
General Municipal (Grande Cache only)			
Residential/Farmland	2,066,053	267,901,110	7.7120
Non-Residential	866,575	110,701,910	7.8280

Grande Cache Properties**Special Tax (Borrowing)****Residential/Farmland**

345,057

267,901,110

1.2880

Non-Residential

142,584

110,701,910

1.2880

ASFF**Residential/Farm land**

2,485,551

991,325,889

2.5073

Non-residential

20,994,897

6,636,813,795

3.1634

Opted-Out School Boards**Residential/Farm land**

74,503

29,714,611

2.5073

Non-residential

983

310,710

3.1634

Requisition Allowance

100,000

6,673,089,400

0.0150

Seniors Foundation

1,530,474

12,575,578,850

0.1217

Designated Industrial Properties

877,791

11,170,109,000

0.0786

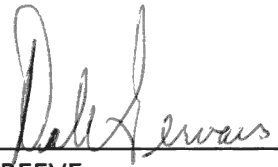
2. The minimum amount payable as property tax for general municipal purposes shall be \$20.00.
 - a) Non-Residential Municipal taxes are due and payable on June 30th
 - b) Residential/Farmland Municipal taxes are due and payable on November 15th.
3. In the event of any current taxes remaining unpaid for Non-Residential after June 30th of the current year, there shall be levied a penalty of 8%.
4. In the event of any current taxes remaining unpaid for Residential/Farmland after November 15th of the current year, there shall be levied a penalty of 8%.
 - a) In the event of any taxes of Non-Residential and Residential/Farmland after December 31st, in the current year, there shall be levied a penalty of 10% on January 1st
 - b) In the event of any arrears of taxes of Non-Residential and Residential/Farmland remaining unpaid after December 31st, in the succeeding year, there shall be levied a penalty of 18% on January 1st, and in each succeeding year thereafter, so long as the taxes remain unpaid.

5. If any portion of this bylaw is declared invalid by a court of competent jurisdiction, then the invalid Portion must be severed and the remainder of the bylaw is deemed valid.
6. This Bylaw shall come into force and effect upon the day of the third and final reading.

Read a first time this 25th day of March, A.D., 2019.

Read a second time this 25th day of March, A.D., 2019.

Read a third time and passed this 8th day of April, A.D., 2019.


REEVE


CHIEF ADMINISTRATIVE OFFICER

Marilyn Jensen

From: Thursday, February 20, 2020 3:09 PM
Sent: Marilyn Jensen
To: Re: Re:
Subject:

I would very much appreciate that Marilyn thank you.

On Thu., Feb. 20, 2020, 3:06 p.m. Marilyn Jensen, <marilyn.jensen@mdgreenview.ab.ca> wrote:

Cari,

No need for you to be here, I will draft the Request for Decision for Council and present it to them. You can listen to the Council meeting if you like.

Marilyn

From:
Sent: Thursday, February 20, 2020 3:05 PM
To: Marilyn Jensen <marilyn.jensen@mdgreenview.ab.ca>
Subject: Re: Re:

Oh ok thank you. Is there a form I need to fill out? Or just attend the meeting?

On Thu., Feb. 20, 2020, 3:03 p.m. Marilyn Jensen, <marilyn.jensen@mdgreenview.ab.ca> wrote:

Hi

Please go by what is on the tax notice I sent you. At this time I am not able to give you and tax notice for 2019 in your name which is why I asked if the screen shot I sent you would suffice.

As for the penalties I do not have the authority to waive the penalties only Council can waive the penalties. The request to waive the penalties can be presented to Council at the March 23, 2020 Council meeting if this is what you are asking.

Marilyn

From:

Sent: Thursday, February 20, 2020 2:55 PM

To: Marilyn Jensen <marilyn.jensen@mdgreenview.ab.ca>

Subject: Re:

Hi Marilyn,

I'm not sure what you are asking. I have a statement that was sent with name blocked out and it says...

After December 31/2019 please pay \$933.12.

The one you sent today says I would owe more...I'm asking for, the original payment of \$790.78 as what i owe

as I was in to register prior to the penalty dates. I was in the town office and submitted all information for both trailer 15 & 95.

At the time the only thing I missed was the mailing deadline for the payment notices.

As I mentioned, I was waiting for my bill/letter from the town to come.. and upon getting the other letter in regards

to trailer 15 months later, I realized i still had not received a bit or an amount as to what i owed. Also not understanding

why i was getting a bill for a trailer sold in august of 2019 Now due to a situation out of my control, I am being asked to pay

not one but two late penalty fees, when the error did not have anything to do with my end.

On Thu, Feb 20, 2020 at 1:41 PM Marilyn Jensen <marilyn.jensen@mdgreenview.ab.ca> wrote:

Good Afternoon

My apologies for not responding to your first email. Does this work for you? The 2020 tax notices will be going out around April 23, 2020

From: Sent: Thursday, February 20, 2020 1:29 PM
To: Marilyn Jensen <marilyn.jensen@mdgreenview.ab.ca>
Subject: _____

Hi Marilyn,

This is, Current owner of trailer #95 located in Shand trailer park, Grande Cache, Ab.

Due to a mix up i have as of yet to receive a statement or bill for the property tax owed on this trailer. I need a letter or bill stating amount owing as well as my name and account number to submit for payment for the end of this week.

Thanks you,

Grande Cache. Ab

Marilyn Jensen

From: Wednesday, March 11, 2020 1:21 PM
Sent: Marilyn Jensen
To: Re: Property Taxes
Subject:

Hi Marilyn,

Yes that is correct.

On Wed, Mar 11, 2020 at 1:16 PM Marilyn Jensen <marilyn.jensen@mdgreenview.ab.ca> wrote:

Good Afternoon ,

I am working on your request to be presented to Council and just need a bit of clarification, when did you notify the Grande Cache office that you had sold the mobile home on lot 15, was that when you went into the office in August 2019?

Marilyn Jensen

Finance Coord. Taxation & Assessment

Municipal District of Greenview No. 16 | 4806-36 Avenue Box 1079 Valleyview, Alberta T0H 3N0

Tel: [780-524-7600](tel:780-524-7600) | Fax: [\(780\) 524-4307](tel:(780)524-4307) | Toll Free: [888-524-7601](tel:888-524-7601) | 24/7 Dispatch: [866-524-7608](tel:866-524-7608) | Direct: [1-780-524-7640](tel:1-780-524-7640)

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Thank you.



REQUEST FOR DECISION

SUBJECT: **Request for Tender: Information Systems Technology Support Services**
SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION
MEETING DATE: March 23, 2020 CAO: DT MANAGER:
DEPARTMENT: CORPORATE SERVICES GM: PRESENTER: SG
STRATEGIC PLAN: Level of Service

RELEVANT LEGISLATION:

Provincial (cite) –N/A

Council Bylaw/Policy (cite) – Policy No. 1018 Expenditure and Disbursement Policy

RECOMMENDED ACTION:

MOTION: That Council authorize Administration to enter into a three year agreement with Yardstick Technologies Inc. for the Managed Desktop and Network Information Systems Support Services at an annual cost of \$170,640.00, with funds to come from the Information Systems Annual Operational Budget.

BACKGROUND/PROPOSAL:

Greenview's network and desktop IT support has been provided by PCIT Services Ltd since 2016 until August, 2019 when the company ceased operation.

At PCIT's request, Yardstick Technologies Inc. took up the network and desktop support shortfall until a Request for Tender (RFT) for the Managed Desktop and Network Information Systems Support Services was developed. The RFT was posted on the Alberta Purchasing Connection to allow interested parties to provide a detailed response for these services.

Four proposals were received and were reviewed by Administration to determine the best proposal available to Greenview. Although the recommended proposal provided was the second lowest proposal price, this proposal provided a detailed response to the tender specifications laid out in the RFT.

The lowest proposal price proponents did not adequately meet the tender specifications set out in the RFT and there were concerns about the ability of the proponent to provide services as per the tender specifications. Other proponents had stronger detailed responses to the tender specifications, but were missing key items in the specifications which precluded them from being a positive determination.

Administration recommends that Yardstick Technologies is awarded the provision of Managed Desktop and Network Information Systems Support Services for a period of three (3) years. Administration is not locked into this agreement and can agree to terminate with a 60 day notice at any time. However the three year agreement allows the Information Systems Department to focus on other priorities.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is that the Information Systems Department will continue to provide a high standard of service to the Greenview staff and equipment with the assistance of a support team dedicated to our success.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. There are no perceived disadvantages to the recommended motion.

ALTERNATIVES CONSIDERED:

Alternative #1: That Trinus Technologies Inc. be chosen as the supplier of Desktop and Network Support. Administration does not recommend this alternative as Trinus was the more expensive bid of the proponents. There were also specified service items that Trinus was unfamiliar with that were noted.

FINANCIAL IMPLICATION:

Ongoing / Future Costs: \$170,640.00 per year (invoiced monthly)

This is based on the number of active computer users in the Greenview network. Currently there are 158 users budgeted for.

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

Inform - To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Once Council makes a decision, all vendors will be notified by email of the results.

ATTACHMENT(S):

- Summary of Proponent Bids for RFT – Network Support.

Summary of Proponent Bids

Request for Tender - Managed Desktop and Network Information Support Services

Bidder	Cost of Monthly Support per computer user	Cost of Monthly Support based on number of computer users (158)	Total Yearly Support Pricing	Summary
Yardstick Technologies Inc.	\$ 90.00	14220	170640	Yardstick Technologies has been the stand in support team for the last six months and has demonstrated their commitment and capability to provide desktop and network support services. The vendor has offered four (4) scheduled days of a technician on Greenview sites as part of the bid.
Trinus Technologies Inc.	\$ 94.00	14852	178224	Trinus Technologies provided a slightly more expensive proposal which is still competitive. Unfortunately the proponent has highlighted areas that with server hardware and software applications that they have not had experience supporting. This could be a hindrance to timely support if something critical occurs, like a failed server cluster. The vendor has offered two (2) scheduled days of a technician on Greenview sites.
Generation Electronics Inc.	\$ 85.00	13430	161160	Generation Electronics provided the cheapest proposal. Unfortunately support costings on server hardware was left out of the bid and their hours of support are not in line with our specifications.
Crew IT Solutions Ltd	\$ 90.00	14220	170640	Crew was comparable in pricing. Unfortunately lack of detail in hardware and software support and the overall presentation of the proposal was a major concern. There were also issues with the presentation of pricing within the document and the final quote.

Request for Tender - Nutanix Hyperconverged Infrastructure Solu

Tender closed Thursday, March 16th, 2017, 2:00 pm local time

Bidder	Total Cost



REQUEST FOR DECISION

SUBJECT:	GIS Technician (2)		
SUBMISSION TO:	REGULAR COUNCIL MEETING	REVIEWED AND APPROVED FOR SUBMISSION	
MEETING DATE:	February 24, 2020	CAO: DT	MANAGER: SAR
DEPARTMENT:	INFRASTRUCTURE & PLANNING	GM: RA	PRESENTER: RA
STRATEGIC PLAN:	Level of Service		

RELEVANT LEGISLATION:

Provincial (cite) – N/A.

Council Bylaw/Policy (cite) – N/A.

RECOMMENDED ACTION:

MOTION: That Council approve the request for two (2) GIS Technicians positions.

BACKGROUND/PROPOSAL:

During the 2019 Council Budget deliberations, there was an identified need to further explore the opportunity to hire skilled GIS personnel. The reasons behind investing in two in-house GIS technicians, is to ensure Greenview can provide proficient GIS information internally and increase customization of the GIS information to meet the needs for all Greenview departments.

The operations and maintenance of a fully functioning GIS system is integral to a municipality. The definition of GIS is a computer system capable of holding and using data describing places on the earth's surface. It is the combination of computer hardware, software, personnel and procedures capable of capturing, storing, manipulating, analyzing and displaying geographically referenced data. This geographic data can be thought of as layers or cards in a deck. The strength of GIS lies in its ability to analyze spatial relationships between layers.

GIS can be used to identify:

- What residents live within 300 feet of a proposed zoning change?
- What parcels are on sensitive soils?
- How many buildings are in the hamlet area?
- Land-use planning
- Subdivision review
- Engineering design
- Road and utility maintenance
- Infrastructure assessment and development
- Environment design for underground infrastructure including: water & sewer lines, valve and manhole location mapping
- Asset management
- Property management and taxes

- Weed Spray exemptions

A GIS Technician positions is a mid-level role that will design, develop and manage the many sources of Greenview's information and assets. This role will complement all departments, these individuals will come with a well-rounded background and will be committed to the maintenance and development of Greenview's future.

Greenview's current GIS system is able to provide primitive mapping and limited searches. The maintenance and administration of the system is the responsibility of the department that has ownership of the content for example updating the Road surfaces, Bridge Files is the responsibility of the Construction or Operations Department and updating the Water, Wastewater & Solid Waste assets and underground infrastructure is the Environmental Services Department responsibility. Over the year's changes, additions and upgrades have not been added to the system, leaving some of the information out dated and inaccurate. Greenview will see an immense benefit by hiring staff dedicated to the continuous upgrading and maintenance of the GIS system as a whole.

Administration has discovered many other Municipalities have a team of an internal GIS positions.

- Town of Westlock
- County of Red Deer
- Big Lakes County
- Town of High River
- Saddle Hills County
- County of Grande Prairie

In most municipalities, these positions fall under Planning & Development, Infrastructure & Planning.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is Greenview will prosper from the increased level of accurate information Administration will be able to provide.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. There are no perceived disadvantages to the recommended motion.

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the option to enter into a contract with an individual or group for these services.

Alternative #2: Council has the option to leave the current program as status quo.

FINANCIAL IMPLICATION:

Direct Costs: Including salaries and contributions for two positions is \$150,930.00.

Ongoing / Future Costs: Annual Salary and Benefits increase for 2 positions.

STAFFING IMPLICATION:

Increase of two FTE's.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

Inform - To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

The follow up to the recommend motion is that Administration will posting the position description and begin advertising.

ATTACHMENT(S):

- Unofficial Position Description.

GIS Technician (2) - Essential Duties and Responsibilities:

Major

- Responsible for the administration, maintenance and management of Greenvue's general information systems including but not limited to Munisight, Geomedia, WorkTech, QGIS and AutoCAD.
- Collect and maintain all asset data for a complete inventory with all key attributes, full descriptions, locations and condition assessment.
- Perform manipulation and analysis of data using multiple software platforms and data sources.
- Accountable for completeness and ongoing accuracy of the asset database.
- Manage the timely data entry, updating and recording of all assets.
- Record, maintain, review and analyse the transfer of data for asset information systems including facilitation of data capture methods.
- Conduct research and investigation of new technologies and provide recommendations to the Manager Planning & Development on improvements to geomatics related business practices and procedures. Liaise with both internal and external information streams.
- Ability to interpret survey plans and engineered drawings.
- Responsible to work with Munisight for updates to sheet maps, including base, council, custom, electoral, emergency mapping in creating and updating all speciality maps and provide to other internal departments within required deadlines.
- Generate maps, other GIS reports and information products.

Occasional

- Attend applicable workshops, conferences and training required.
- Provide support and training for in-house geomatics software.
- Assisting other departments with GIS related duties and tasks.

Qualifications:

- Completion of Two (2) year Geographic Information System Diploma or equivalent from a recognized institution.
- Four (4) years practical desktop support experience working with Microsoft-based network environment.
- Knowledge and experience with integrating Asset Management.
- Completion of Grade 12 Diploma.

Skills Required:

- Ability to interact well with, and respond to inquiries from employees, Management, Council and Ratepayers.
- Working knowledge of GIS, SQL and related databases and good computer skills
- Experience working with vector, imagery and LiDAR data
- Must be self-motivated and able to work with minimal supervision.
- Good verbal and written communication skills.
- Ability to interpret, implement and adhere to organizational policies and procedures.
- Demonstrate critical thinking skills to help troubleshoot possible GIS related issues.

- Experience in a local government environment is considered an asset.

UNOFFICIAL



REQUEST FOR DECISION

SUBJECT: ICF with Town of Valleyview
SUBMISSION TO: REGULAR COUNCIL MEETING
MEETING DATE: March 23, 2020
DEPARTMENT: CAO SERVICES
STRATEGIC PLAN: Intergovernmental Relations

REVIEWED AND APPROVED FOR SUBMISSION
CAO: DT
GM:
MANAGER:
PRESENTER: DL

RELEVANT LEGISLATION:

Provincial (cite) – Municipal Government Act, R.S.A. 2000, Chapter M-26, Section 708.28

Council Bylaw/Policy (cite) –N/A

RECOMMENDED ACTION:

MOTION: That Council approve the Intermunicipal Collaboration Framework between the M.D. of Greenview and the Town of Valleyview, as presented.

BACKGROUND/PROPOSAL:

Under the Municipal Government Act, Greenview is required to enter into an agreement with all neighbouring municipalities to establish a framework for cooperation and collaboration on service delivery.

This ICF outlines all the shared services with the Town of Valleyview. Both municipalities' administrations agreed that the CDI would be best left out of the ICF at this time. The CDI agreement has not been ratified at this time. All the shared services that are presently indicated in the CDI are captured in this document.

Additionally, revisions under the Red Tape Reduction Act allow municipalities to approve ICFs by resolution instead of by bylaw and they no longer require an IDP to be complete prior to the ICF. As Greenview is currently in the process of revising the IDP, it is not included in the ICF.

BENEFITS OF THE RECOMMENDED ACTION:

1. Greenview will have an established framework for future collaboration with the Town of Valleyview.

DISADVANTAGES OF THE RECOMMENDED ACTION:

There are no perceived disadvantages to the recommended motion.

ALTERNATIVES CONSIDERED:

Alternative #1: Council could propose additional recommended changes to the document.

FINANCIAL IMPLICATION:

There are no financial implications to the recommended motion.

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

Inform - To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.

PROMISE TO THE PUBLIC

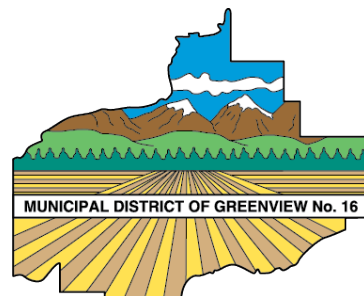
Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Administration will notify the Town of Valleyview of the status of the ICF.

ATTACHMENT(S):

- Valleyview ICF



Town of Valleyview & Municipal District of Greenview No. 16 Intermunicipal Collaboration Framework Agreement



March 2020

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1. Introduction

- 1.1 It is recognized that Valleyview and Greenview share a common border, share common interests and are desirous of collaborating to provide services to their residents and ratepayers.
- 1.2 The MGA requires that municipalities that have a common boundary must create a framework with one another that identifies the services that the municipalities agree benefit more than one municipality that is party to the ICF and are provided on an intermunicipal basis, how they will be delivered, who will lead the delivery of the service(s), how the funding arrangements for these services will occur, and identify the timeframe for implementation of those services provided on an intermunicipal basis.
- 1.3 In this respect, the Parties agree as follows:

2. Definitions

In this Agreement:

- 2.1 "CAO" – means Chief Administrative Officer.
- 2.2 "Committee" – means ICF Committee as defined in Section 4 of the Agreement.
- 2.3 "Service Agreement" – means a legally binding agreement that is signed by both municipalities. E.g. an agreement, contract, memorandum of agreement or memorandum of understanding.
- 2.4 "Expiry Date" – means the date that this Agreement expires which is five years from the date of adoption of this agreement by resolution of both councils.
- 2.5 "Greenview" – means the MD of Greenview No. 16.
- 2.6 "Parties" – means Valleyview and Greenview.
- 2.7 "Term of the Agreement" – means five year from adoption of this agreement.
- 2.8 "ICF" – means the Intermunicipal Collaboration Framework.
- 2.9 "Valleyview" – means the Municipal Corporation of the Town of Valleyview.

3 Term of Review

- 3.1 In accordance with the *Municipal Government Act*, this ICF shall constitute an agreement between the parties and shall come into force and effect on the adoption of this agreement by resolution of both councils.
- 3.2 This ICF agreement may be amended by mutual consent of both Parties. Amendments to this Agreement shall come into force on the passing of matching resolutions by both Parties and shall be added as an Addendum to this Agreement.
- 3.3 It is agreed by the Parties they shall meet at least once during the Term of the Agreement commencing no later than 180 days before the Expiry date of this Agreement.
- 3.4 It is further agreed that upon request by either Party, the Committee shall also meet.

4 Intermunicipal Cooperation

- 4.1 The Parties agree to create a recommending body known as the ICF committee.
- 4.2 The Committee shall meet on an as required basis and will develop recommendations to the Councils on all matters of strategic direction and cooperation affecting the residents and ratepayers of both Parties.
- 4.3 The Committee shall consist of 4 elected officials, two from each Party.

- 4.4 The CAO's will be responsible to develop agendas and recommendations on all matters. CAO's will be responsible for forwarding all recommendations from the Committee to their respective councils.
- 4.5 Further to Article 3.4, either Party may trigger the requirement for the Committee to hold a meeting upon giving at least 30 days notice. Meeting request shall be directed by the CAO for the respective municipality.

5 Service Delivery

- 5.1 When one Party desires to enter into a new joint servicing arrangement, a Service Agreement shall be required to be developed on that specific service.
- 5.2 When developing Service Agreements for each Council's consideration, the Committee shall discuss and clearly identify which municipality will lead service delivery for the services(s) and determine the appropriate funding model for the service(s) being discussed.
- 5.3 All future Service Agreements shall set out a process for discontinuing the service provided if one or both Parties wish to discontinue in the service delivery.
- 5.4 All future Service Agreements shall set out a timeframe for the delivery of the service(s) being discussed including the start and end date for the agreement.

6 Services

- 6.1 The Parties will have collaborative agreements in place for all services that the Parties have determined are mutually beneficial to their citizens.
- 6.2 Both parties acknowledge and agree that they may from time to time provide financial assistance to not for profit organizations functioning outside their jurisdictional boundaries.
- 6.3 Both parties acknowledge they are members of agencies, boards, commissions and not for profit organizations delivering services for the benefit of their residents and ratepayers.

7 Intermunicipal Service Agreements

7.1 Valleyview Tourist Information Centre

- The municipalities partner in the provision of services for the Valleyview Tourist Information Centre. Valleyview is the managing partner in the provision of this service. The operating deficit of this service is shared between the municipalities.

7.2 Valleyview Memorial Hall

- The municipalities entered into an agreement July 2012 for the provision of services for the Valleyview Memorial Hall. The term of the agreement expired in 2016. Valleyview is the managing partner for this service. The costs of this services are shared between the municipalities as per the Community Development Initiative Agreement and are paid on a yearly basis.

7.3 Valleyview Municipal Cemetery and Board

- The municipalities entered into an agreement July 2012 for the provision of services for the Valleyview Municipal Cemetery. The agreement is in effect until terminated by either party. Valleyview is the managing partner for this service. The costs of this service are shared between the municipalities as per the agreement and are paid on a yearly basis.

7.4 Valleyview Airport

- The municipalities entered into an agreement January 2005 for the provision of services for the Valleyview Airport. The agreement is in effect until terminated by either party. Valleyview is the managing partner for this service. The costs of this service are shared between the municipalities as per the agreement and are paid on a yearly basis.

7.5 Valleyview and District Recreation

- The municipalities entered into an agreement July 2012 for the provision of services for the Valleyview and District Recreation. The term of the agreement expired in 2017. Valleyview is the managing partner for this service. The costs of the deficit of the service are shared between the municipalities as per the agreement.

7.6 Valleyview Fire Protection and Emergency Services Complex

- The municipalities entered into an agreement December 2006 for the provision of services for the Valleyview Fire Protection and Emergency Services Complex. The agreement is in effect until December 2022 unless terminated by either party. Valleyview is the managing partner for this service. The costs of this service is shared between municipalities as outlined in the agreement and are paid on a yearly basis.

7.7 Valleyview Fire – Fee for Service

- The municipalities entered into an agreement September 2002 for the provision of services for the Valleyview Fire – Fee for Service. The agreement is in effect until terminated by either party. Valleyview is the managing partner for this service. The costs of this service is shared between municipalities as outlined in the agreement and are paid on a yearly basis.

7.8 Medical Clinic

- The municipalities entered into an agreement (date) for the provision of services for the Valleyview Medical Clinic. The term of the agreement is for July 2009 until December 31, 2020. Greenview is the managing partner for this service. The costs of this service are shared between the municipalities as per the agreement and are paid on a yearly basis.
- Both Parties entered into an agreement with Alberta Health Services for leasing the building for the Medical Clinic. Greenview is the managing partner for this agreement. The term of the lease agreement is renewable every 5 years for a maximum of 25 years. The costs of this are outlined in the agreement.

7.9 Joint Family and Community Support Services

- The municipalities entered into an agreement January 1, 2019 for the provision of services for the GreenView Family and Community Support Services. The agreement is in effect until terminated by either Party. Greenview is the managing partner for this service. The costs of this service are shared between the municipalities as per the agreement.

7.10 Greenview Regional Waste Management Commission

- The Parties, along with the Town of Fox Creek entered into an agreement for the provision of services for the Greenview Regional Waste Management Commission in 2001 under O.C 182/2001. The agreement is in effect until terminated by any party. Greenview is the managing partner for the service.

7.11 Valleyview Rural Water Line

- The municipalities entered into an agreement September 2011 for the provision of services for the Valleyview Rural Water Line. The agreement is in effect until terminated by either Party. Greenview is responsible for the maintenance and operation of the water line within its boundaries. Valleyview is responsible for the maintenance of the water system within its boundaries and treatment of water. The costs of this services are shared between the municipalities as per the agreement and are paid on a yearly basis.

7.12 Weed Inspection Services

- The municipalities entered into a Memorandum of Understanding February 2012 for Weed Inspection Services. The MOU is in effect until terminated by either party. Greenview is the managing partner for this service. The costs of this service are shared between the municipalities as per the MOU and are paid on a yearly basis.

8 Collaboration Process

- 8.1 Either Party may initiate the development of a new capital project and/or new service it deems to be critical or essential and that may be beneficial to both Parties. Prior to submitting a formal written notice for a new cost-sharing agreement, the initiating Party's CAO will consult and seek informal support from the other Party's CAO.
- 8.2 Once either municipality has received written notice of a new capital project or new service, an ICF Committee meeting must be held within 30 days of the date the written notice was received, unless both CAO's agree otherwise.
- 8.3 The ICF Committee will be the forum used to address and develop future Service Agreements and/or cost sharing arrangements.
- 8.4 Both Parties recognize that the decision to participate or not to participate in a project/arrangement ultimately lies with the respective municipal councils.

9 Indemnity

- 9.1 Valleyview shall indemnify and hold harmless Greenview, its employees and agents from all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of the Valleyview, its employees or agents in the performance of this Agreement.
- 9.2 Greenview shall indemnify and hold harmless Valleyview, its employees and agents from all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of Greenview, its employees or agents in the performance of this Agreement.

10 Binding Dispute Resolution Process

- 10.1 Both Parties agree to adopt the model dispute resolution provisions as set out in the schedule attached to the ICF Regulations (copy attached as Appendix "A" to this agreement).
- 10.2 Both Parties agree to abide by the Duty to Act in Good Faith provisions contained in the ICF Regulations.

11 General

- 11.1 Headings in this Agreement are for reference purposes only.
- 11.2 Words in the masculine gender will include the feminine gender whenever the context so requires and vice versa.
- 11.3 Words in the singular shall include the plural or vice versa whenever the content requires.
- 11.4 Should any provisions of this Agreement become invalid, void, illegal or otherwise unenforceable, it shall be considered separate and severable from the agreement and the remainder shall remain in force and be binding as though such provisions had not been invalid.

12 Correspondence

- 12.1 Written notice under this agreement shall be addressed as follows:

- a. In the case of Valleyview to:

Town of Valleyview
c/o Chief Administrative Officer
Box 270
Valleyview, AB T0H 3N0

- b. In the case of Greenview to:

MD of Greenview No. 16
c/o Chief Administrative Officer
Box 1079
Valleyview, AB T0H 3N0

13 Authorizations

Signed and dated on:

Dale Smith, Reeve
MD of Greenview No. 16

Vern Lymburner, Mayor
Town of Valleyview

Denise Thompson, CAO
MD of Greenview No. 16

Ben Berlinguette, CAO
Town of Valleyview

Date

Date

Appendix “A” - Model Dispute Resolution Provisions Schedule

1. Definitions

1.1 In this Schedule.

- a. “initiating Party” means a party who gives notice under section 2 of this Schedule;
- b. “Mediation” means a process involving a neutral person as a mediator who assists the parties to a matter and any other person brought in with the agreement of the parties to reach their own mutually acceptable settlement of the matter by structuring negotiations, facilitating communication and identifying the issues and interests of the parties;
- c. “Mediator” means the person or persons appointed to facilitate by mediation the resolution of a dispute between the parties

2. Notice of Dispute

- 2.1 When a party believes there is a dispute under a framework and wishes to engage in dispute resolution, the party must give written notice of the matters under dispute to the other parties.

3. Negotiation

- 3.1 Within 14 days after the notice is given under section 2 of this schedule, each party must appoint a representative to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.

4. Mediation

- 4.1 If the dispute cannot be resolved through negotiations, the representatives must appoint a mediator to attempt to resolve the dispute by mediation.
- 4.2 The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts.
- 4.3 The parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
- 4.4 The parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute.
- 4.5 All proceedings involving a mediator are without prejudice, and, unless the parties agree otherwise, the cost of the mediator must be shared equally between the parties.

5. Report

- 5.1 If the dispute has not been resolved within 6 months after the notice is given under section 2 of this Schedule, the initiating party must, within 21 days, prepare and provide to the other parties a report.
- 5.2 Without limiting the generality of subsection 5.1, the report must contain a list of the matters agreed on and those on which there is no agreement between the parties.

- 5.3 Despite subsection 5.1, the initiating party may prepare a report under subsection 5.1 before the 6 months have elapsed if;
- a. The parties agree or
 - b. The parties are not able to appoint a mediator under section 4 of this schedule.

6. Appointment of arbitrator

- 6.1 Within 14 days of a report being provided under section 5 of this Schedule, the representatives must appoint an arbitrator and the initiating party must provide the arbitrator with a copy of the report.
- 6.2 If the representatives cannot agree on an arbitrator, the initiating party must forward a copy of the report referred to in section 5 of this Schedule to the Minister with a request to the Minister to appoint an arbitrator.
- 6.3 In appointing an arbitrator under subsection 6.2, the Minister may place any conditions on the arbitration process as the Minister deems necessary.

7. Arbitration Process

- 7.1 Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices and procedures shall be the same as those in Division 3 of Part 17.2 of the Municipal Government Act and Part 1 of the Intermunicipal Collaboration Framework Regulation (AR 191/2017).
- 7.2 In addition to the arbitrator's powers under subsection 7.1, the arbitrator may do the following:
- a. Require an amendment to a framework;
 - b. Require a party to cease any activity that is inconsistent with the framework;
 - c. Provide for how a party's bylaws must be amended to be consistent with the framework;
 - d. Award any costs, fees and disbursements incurred in respect of the dispute resolution process and who bears those costs.

8. Deadline for resolving dispute

- 8.1 The arbitrator must resolve the dispute within one year from the date the notice of dispute is given under section 2 of this Schedule.
- 8.2 If an arbitrator does not resolve the dispute within the time described in subsection 8.1, the Minister may grant an extension of time or appoint a replacement arbitrator on such terms and conditions that the Minister considers appropriate.

9. Arbitrator's order

- 9.1 Unless the parties resolve the disputed issues during the arbitration, the arbitrator must make an order as soon as possible after the conclusion of the arbitration proceedings.
- 9.2 The arbitrator's order must:
- a. Be in writing,
 - b. Be signed and dated,
 - c. State the reasons on which it is based,
 - d. Include the timelines for the implementation of the order, and

- e. Specify all expenditures incurred in the arbitration process for payment under MGA s.708.41.

9.3 The arbitrator must provide a copy of the order to each party.

9.4 If an order of the arbitrator under section 9.2 is silent as to costs, a party may apply to the arbitrator within 30 days of receiving the order for a separate order respecting costs.

10. Cost of arbitrator

10.1 Subject to an order of the arbitrator or an agreement by the parties, the costs of an arbitrator under this Schedule must be equally shared by the municipalities.



REQUEST FOR DECISION

SUBJECT:	Schedule Special Council Meeting for April 20, 2020		
SUBMISSION TO:	REGULAR COUNCIL MEETING	REVIEWED AND APPROVED FOR SUBMISSION	
MEETING DATE:	March 23, 2020	CAO: DT	MANAGER: AN
DEPARTMENT:	CORPORATE SERVICES	GM: AN	PRESENTER: AN
STRATEGIC PLAN:	Level of Service		

RELEVANT LEGISLATION:

Provincial – Municipal Government Act Sec 194

RECOMMENDED ACTION:

MOTION: That Reeve Dale Smith calls a Special Council Meeting for April 20, 2020 at [REDACTED] to be held at [REDACTED] in the Hamlet of Grande Cache for the purpose of giving 3rd reading to the 2020 Tax Rate Bylaw #20-843.

BACKGROUND/PROPOSAL:

The 2020 Tax Rate Bylaw is scheduled for 1st and 2nd readings at the Regular Council Meeting on April 14, 2020.

Third reading of the bylaw is required prior to printing and sending the 2020 tax notices.

The tax notices are scheduled to be sent on April 23, 2020.

There is no Regular Council Meeting scheduled between April 14, 2020 (date of proposed 1st and 2nd readings) and April 23, 2020 (tax notice date) where 3rd reading could occur, however a Committee of the Whole meeting is scheduled for April 20, 2020. The Special Council Meeting can be held before or following that meeting.

Section 194 of the Municipal Government Act allows the Chief Elected Official to call Special Council Meeting.

BENEFITS OF THE RECOMMENDED ACTION:

1. All three Bylaw readings must occur to provide administration the authority to issue tax notices.
 2. Tax revenue is the major source of revenue for the municipality.
 3. Tax notices will be delivered to all ratepayers in time for assessment complaints to be submitted by the tax due date.
 4. Ratepayers are used to receiving the tax notice around the end of April annually.
 5. There is no additional cost to the MD if the Special Council Meeting is held in conjunction with another meeting of council.
-

DISADVANTAGES OF THE RECOMMENDED ACTION:

There are no perceived disadvantages to the recommended motion.

ALTERNATIVES CONSIDERED:

Alternative #1: All three readings of the Bylaw could be done at the April 14, 2020 Regular Council Meeting provided there is unanimous consent of Council. This would also accomplish the goal of having the bylaw passed in time for the tax notices to be sent.

Alternative #2: Council can choose to schedule a different date between April 14, 2020 and April 23, 2020 for 3rd reading however this will come at an additional cost.

FINANCIAL IMPLICATION:

There is no financial implication if the bylaw is given 3rd reading on either April 14, 2020 or on April 20, 2020 as Council is already planning to meet.

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

Inform - To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

2020 tax notices will be sent to the ratepayers.

ATTACHMENT(S):

1. MGA Sec 194

Special council meetings

194(1) The chief elected official

(a) may call a special council meeting whenever the official considers it appropriate to do so, and ...

(b) must call a special council meeting if the official receives a written request for the meeting, stating its purpose, from a majority of the councillors.

(2) A special council meeting called under subsection (1)(b) must be held within 14 days after the date that the chief elected official receives the request or any shorter period provided for by bylaw.

(3) The chief elected official calls a special council meeting by giving at least 24 hours' notice in writing to each councillor and the public stating the purpose of the meeting and the date, time and place at which it is to be held.

(4) A special council meeting may be held with less than 24 hours' notice to all councillors and without notice to the public if at least 2/3 of the whole council agrees to this in writing before the beginning of the meeting.

(5) No matter other than that stated in the notice calling the special council meeting may be transacted at the meeting unless the whole council is present at the meeting and the council agrees to deal with the matter in question.



REQUEST FOR DECISION

SUBJECT: **Agriculture Services Board Appointment**
SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION
MEETING DATE: March 23, 2020 CAO: DT MANAGER:
DEPARTMENT: CAO SERVICES GM: PRESENTER:
STRATEGIC PLAN: Level of Service

RELEVANT LEGISLATION:

Provincial (cite) – N/A

Council Bylaw/Policy (cite) – Bylaw 97-224

RECOMMENDED ACTION:

MOTION: That Council remove Allen Perkins from the Agriculture Services Board and appoint Mark Pellerin until Greenview's Organizational Meeting October 2022.

BACKGROUND/PROPOSAL:

Mr. Perkins submitted his resignation from the Agriculture Services Board on February 23, 2020.

Administration received an application from Mr. Pellerin (see attached). Should Council approve of this application, the Agriculture Services Board will have a full board.

FINANCIAL IMPLICATION:

As per Policy 1008, honorariums may be incurred. Council honorariums are included in the yearly Operating Budget.

ATTACHMENT(S):

- Mr. Perkins' resignation
- Mr. Pellerin's application

To:

MD Greenview ASB

Attn : Quentin Bochar

Re: ASB advisory board

This letter is to advise you of on going memory issues that don't seem to want to go away. After the last few months of agonizing over the matter ,I have concluded that I should resign from my duties as an advisory board member at large . It is significantly better that I make this decision now than to have someone else make it for me . This letter of resignation is to be effective immediately .

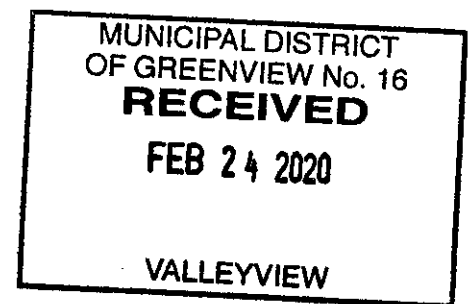
To ASB board members and staff: It has been a blast -----will miss all of you BIG TIME

With regards



Allen R. Perkins

Dated : February 23, 2020





MD OF GREENVIEW

APPLICATION

Appointment to a Municipal
Board/Committee

Please Print

What Municipal Board or Committee are you interested in serving on? **Please complete a separate form for each board you are applying for.**

Agricultural Service Board

Are you a resident of Greenview?

☒ Yes

☐ No

Are you currently serving on a Municipal Board or Committee?

☐ Yes

☒ No

Which Board or Committee are you serving on and when does your term expire?

Have you served on a Municipal Board or Committee in the past?

☐ Yes

☒ No

What Municipal Board or Committee have you served on and what year did you last serve?

Personal Resume

Name: Mark Pellerin

Home/Mailing Address: RR1

City: Debolt Postal Code: T0H 1B0

Phone (home): 780-832-1356

Phone (work): _____

Email: mpellerin04@hotmail.com

Qualifications: I am a third generation grain farmer in the Debolt area with
knowledge in crop rotation, herbicide rotation, weed/disease management, grain
marketing, and equipment purchasing.



MD OF GREENVIEW

APPLICATION

Appointment to a Municipal
Board/Committee

Please Print

Experience: I have been operating and managing our family farm for the past
several years, looking after day to day operations, equipment purchasing, input
purchasing and grain sales.

Volunteer Activities you have been involved with: (Retired)Debolt Fire and Rescue
Current president of the Crooked Creek Community Rec Club

How do you feel you could contribute to your chosen Board or Committee?

I feel I would bring knowledge from my experiences in the grain industry with
regards to crop rotation to limit the spread of clubroot, equipment purchasing, and
herbicide rotation to prevent resistant weeds. I like to be involved in my
community and agriculture.

March 4, 2020

Applicant's Signature

Date of Application

Return completed form and all attachments to:

Executive Assistant to Council, MD of Greenview
4806 – 36th Avenue
PO Box 1079
Valleyview, AB T0H 3N0
Email: Lianne.Kruger@mdgreenview.ab.ca

The personal information on this form is being collected for the purpose of determining eligibility of an applicant to serve as a member of a Board or Committee of Greenview Council. The information is collected under the authority of section 146 of the Municipal Government Act (MGA) and section 33 of the Freedom of Information and Protection of Privacy Act. The collection of this information can be directed to the Administrative Liaison to the respective Board and to the Board Selection Committee. Names, address and home telephone numbers of successful applications will be provided to the public.



MUNICIPAL DISTRICT OF GREENVIEW No. 16

COUNCIL MEMBERS BUSINESS REPORT

Ward 3 Councillor Les Urness		
DATE	BOARD/COMMITTEE	RELEVANT INFORMATION
2/24/2020	Regular Council Meeting	
2/27/2020	Other	Little Smoky ski hill governance board meeting
2/27/2020	Greenview Regional Multiplex Board	



MUNICIPAL DISTRICT OF GREENVIEW No. 16

COUNCIL MEMBERS BUSINESS REPORT

Ward 4 Councillor Shawn Acton		
DATE	BOARD/COMMITTEE	RELEVANT INFORMATION
03/09/2020	Regular Council Meeting	
03/10/2020	Municipal Planning Commission	
	Valleyview & District Recreation Board	
	PREDAC	
03/17/2020	Special Council Meeting	
	Fox Creek Synergy Group	Conference Call



Municipal District of Greenview No. 16

NAME: shawn acton

ADDRESS:

Employee #: _____
Department: _____ Council

[illegible]

Claimant

Date _____

Approved _____

Date _____



Municipal District of Greenview No. 16

NAME: shawn acton

ADDRESS:

Employee #: _____
Department: _____ Council

DATE	DEPART TIME	ARRIVE TIME	MEETING CODE	DESCRIPTION	KM		MEALS			LODGING EXPENSES	PER DIEM	
							B	L	D			AMOUNT
10-Mar	8:00	11:00	m	mpc	94						200.00	
NOTES:												
				KILOMETER CLAIM			TOTAL					200.00
				RATE		KM's	TOTAL	LESS GST				
				\$0.59 per km		94	55.46	NET CLAIM				200.00
				\$0.15 per km		94	14.10					
				SUBTOTAL			69.56	TOTAL CLAIM				
Meeting Code : M for Meetings C for Conferences				LESS G.S.T.			LESS ADVANCES					
				TOTAL			69.56	AMOUNT DUE (OWING)		\$269.56		

Claimant

Date

Approved _____

Date _____	
------------	--



Municipal District of Greenview No. 16

NAME:

Dale Smith

Employee #:

ADDRESS:

Department:

Council

DATE	DEPART TIME	ARRIVE TIME	MEETING CODE	DESCRIPTION	KM		MEALS			LODGING EXPENSES	PER DIEM		
							B	L	D			AMOUNT	
07-Feb	7:30	17:00	m	TMIP meeting-GP	265						430.50		
10-Feb	7:15	11:00	m	TMIP with AEP Minister-GP	265		x		20.00		200.00		
10-Feb	11:00	16:30	m	regular council-VV							300.00		
19-Feb	9:00	10:00	m	Special council mtg- teleconference call							200.00		
20-Feb	9:30	17:10	m	Growing the north conference	280						300.00		
24-Feb	8:00	15:15	m	regular council-VV	50						300.00		
26-Feb	9:00	13:00	m	Ag Service Board- VV	50						200.00		
27-Feb	8:40	13:15	m	Little Smoky Ski board mtg	45						300.00		
06-Mar	10:00	13:30	m	Residency doctor meeting- GP Hospital	260						200.00		
NOTES:													
				KILOMETER CLAIM		TOTAL			20.00		2430.50		
Meeting Code : M for Meetings C for Conferences				RATE	KM's	TOTAL	LESS GST						
				\$0.59 per km	1215	716.85	NET CLAIM	20.00		2430.50			
				\$0.15 per km	1215	182.25							
				SUBTOTAL		899.10	TOTAL CLAIM			3349.60			
				LESS G.S.T.			LESS ADVANCES						
				TOTAL		899.1	AMOUNT DUE (OWING)		\$3,349.60				

Claimant

Date _____

Approved

Date _____



Ward 6 Councillor Tom Burton

[illegible]



Municipal District of Greenview No. 16

NAME:

Tom Burton

Employee #:

ADDRESS :

Department:

Council

DATE	DEPART TIME	ARRIVE TIME	MEETING CODE	DESCRIPTION	KM		MEALS			LODGING EXPENSES	PER DIEM		
							B	L	D	AMOUNT			
March 9 2020	7:30	17:00	M	Council	120						430.50		
March 10 2020	10:00	11:00	M	Municipal Planning Commission							200.00		
March 14 2020	17:00	20:00	M	Municipal District of Greenview Library Board							200.00		
March 14 2020	8:00	14:00	M	Municipal District of Greenview Library Board	250		1	1		40.00	300.00		
March 16 2020	19:15	20:00	M	East Smoky Recreation Board							200.00		
March 17 2020	9:15	13:00	M	Special Council Meeting	120						200.00		
NOTES:				KILOMETER CLAIM			TOTAL			40.00	1530.50		
				RATE		KM's	TOTAL		LESS GST				
				\$0.59 per km		490	289.10		NET CLAIM	40.00		1530.50	
				\$0.15 per km		490	73.50						
				SUBTOTAL			362.60		TOTAL CLAIM				1933.10
				LESS G.S.T.					LESS ADVANCES				
Meeting Code : M for Meetings C for Conferences				TOTAL			362.6	AMOUNT DUE (OWING)			\$1,933.10		

Claimant

Date _____

Approved

Date _____



MUNICIPAL DISTRICT OF GREENVIEW No. 16

COUNCIL MEMBERS BUSINESS REPORT

Ward 7 Councillor Roxie Rutt		
DATE	BOARD/COMMITTEE	RELEVANT INFORMATION
3/9/2020	Crooked Creek Recreation Club	<ul style="list-style-type: none"> The board approved replacing two ceiling heaters in the arena that are not functioning and cannot be repaired Snow slats on the roof have been installed Getting quotes for fencing Booking the painting to be done during shutdown
3/10/2020	Grande Prairie Public Library Board	<ul style="list-style-type: none"> Audit completed and approved Planning Committee distributed objectives from the Strategic Plan to each member to be reviewed, updated and presented Financial statement to date, approved City of GP will be conducting a survey in the library, speaking to homeless people Policies distributed for review, to be approved at the next meeting
3/19/2020	FCSS	Attended the Regular FCSS Meeting



Municipal District of Greenview No. 16

NAME:

Roxie Rutt

Employee #:

ADDRESS:

Department:

Council

DATE	DEPART TIME	ARRIVE TIME	MEETING CODE	DESCRIPTION	KM		MEALS			LODGING EXPENSES	PER DIEM
							B	L	D		
04-Mar	17:00	20:30	M	P.A.C.E. Regular Meeting	150						200.00
09-Mar	8:00	16:30	M	Regular Council Meeting	90						398.00
09-Mar	18:30	21:30	M	Cr Cr Rec Club Regular Meeting	10						200.00
10-Mar	16:00	20:00	M	GPP Library Reg Meeting	150						200.00
16-Mar	19:00	20:30	M	East Smoky Rec Board Reg Meeting	20						200.00
NOTES:				KILOMETER CLAIM			TOTAL			1198.00	
Meeting Code : M for Meetings C for Conferences				RATE		KM's	TOTAL	LESS GST			
				\$0.59 per km		420	247.80	NET CLAIM			
				\$0.15 per km		420	63.00	TOTAL CLAIM			
				SUBTOTAL			310.80				
				LESS G.S.T.							
TOTAL			310.8	AMOUNT DUE (OWING)		\$1,508.80					

Claimant

Date _____

Approved

Date _____



Municipal District of Greenview No. 16

NAME:

Roxie Rutt

Employee #:

ADDRESS:

Department:

Council

DATE	DEPART TIME	ARRIVE TIME	MEETING CODE	DESCRIPTION	KM		MEALS			LODGING EXPENSES	PER DIEM
							B	L	D		
11-Feb	9:00	11:00	M	MPC Regular Meeting	45						200.00
NOTES:											
Meeting Code : M for Meetings C for Conferences				KILOMETER CLAIM		TOTAL					200.00
				RATE	KM's	TOTAL	LESS GST				
				\$0.59 per km	45	26.55	NET CLAIM			200.00	
				\$0.15 per km	45	6.75					
				SUBTOTAL		33.30	TOTAL CLAIM				233.30
				LESS G.S.T.			LESS ADVANCES				
				TOTAL		33.3	AMOUNT DUE (OWING)				\$233.30

Claimant

Date _____

Approved

Date _____



Municipal District of Greenview No. 16

NAME: Bill Smith

ADDRESS:

Employee # :

Department:

Council

DATE	DEPART TIME	ARRIVE TIME	MEETING CODE	DESCRIPTION	KM	MEALS			LODGING EXPENSES	PER DIEM
						B	L	D		
10-Feb	6:00	15:00	M	Council Meeting	310	1	1		40.00	398.00
10-Feb	18:00	21:00	M	South Wapiti Rec Board Meeting	35					200.00
11-Feb	6:00	10:00	M	Minister Breakfast	70					200.00
18-Feb	9:00	16:00	M	COW Grovedale/Special Council Meeting	35					300.00
18-Feb			C	Growing the North	60		1		30.00	398.00
19-Feb			C	Growing the North/ Special Council Mee	60					398.00
20-Feb			C	Growing the North	60					398.00
21-Feb	9:00	16:00	M	RMA Zone 4 Meeting	60					300.00
24-Feb	9:00	13:00	M	Council Meeting(Call in)						200.00
NOTES:				KILOMETER CLAIM			TOTAL			2792.00
				RATE	KM's	TOTAL		LESS GST		
				\$0.59 per km	690	407.10				2792.00
				\$0.15 per km	690	103.50				
				SUBTOTAL		510.60		TOTAL CLAIM		3372.60
				LESS G.S.T.				LESS ADVANCES		
				TOTAL		510.6		AMOUNT DUE (OWING)		\$3,372.60

Claimant

Date

Approved

Date



Municipal District of Greenview No. 16

NAME: Duane Didow

Employee #:

ADDRESS:

Department:

Council

[illegible]

Duane Didow
Claimant

Mar. 16, 2020

Date

Approved _____

Date _____	
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MUNICIPAL DISTRICT OF GREENVIEW No. 16

COUNCIL MEMBERS BUSINESS REPORT

Division 9 Councillor Tyler Olsen		
DATE	BOARD/COMMITTEE	RELEVANT INFORMATION
3/9/2020	Regular Council Meeting	
3/10/2020	Municipal Planning Commission	
3/11/2020	The River of Death & Discovery Dinosaur Museum Society	
3/12/2020	Other	Community Futures West Yellowhead
3/14/2020	Other	MD Greenview Library Board
3/17/2020	Other	Special Council Meeting tele conference
3/18/2020	The River of Death & Discovery Dinosaur Museum Society	Teleconference
3/20/2020	Other	Community Futures West Yellowhead teleconference



Municipal District of Greenview No. 16

NAME: Tyler Olsen

Employee #:

ADDRESS:

Department:

Council

DATE	DEPART TIME	ARRIVE TIME	MEETING CODE	DESCRIPTION	KM		MEALS			LODGING EXPENSES	PER DIEM	
							B	L	D			AMOUNT
02-Mar	14:00	19:30	m	River of Death and Discovery	220						300.00	
03-Mar	7:00	16:30	m	Emergency Management - ICS 200	130			1	30.00		430.50	
04-Mar	8:00	19:30	m	Emergency Management - ICS 200	350		1		20.00		560.50	
06-Mar	9:00	11:00	m	Batch approval GC							200.00	
08-Mar	16:00	19:00	m	Travel Regular Council	220			1	30.00		200.00	
09-Mar	7:00	16:30	m	Regular Council	130						430.50	
11-Mar	13:30	22:00	m	RDDDMs board and fundraising	440			1	30.00		398.00	
12-Mar	9:00	15:00	m	Community Futures West Yellowhead	360		1		20.00		300.00	
NOTES:												
				KILOMETER CLAIM			TOTAL	130.00			2819.50	
				RATE	KM's	TOTAL	LESS GST					
				\$0.59 per km	1850	1091.50	NET CLAIM	130.00			2819.50	
				\$0.15 per km	1850	277.50						
				SUBTOTAL		1369.00	TOTAL CLAIM				4318.50	
				LESS G.S.T.			LESS ADVANCES					
				TOTAL		1369	AMOUNT DUE (OWING)				\$4,318.50	
Meeting Code : M for Meetings C for Conferences												

Claimant

Date _____

Approved

Date _____



Municipal District of Greenview No. 16

NAME: Tyler Olsen

Employee #:

ADDRESS:

Department:

Council

DATE	DEPART TIME	ARRIVE TIME	MEETING CODE	DESCRIPTION	KM		MEALS			LODGING EXPENSES	PER DIEM	
							B	L	D	AMOUNT		
10-Mar	8:00		m	MPC	350			1		20.00		
NOTES:				KILOMETER CLAIM			TOTAL		20.00			
Meeting Code : M for Meetings C for Conferences				RATE		KM's	TOTAL		LESS GST			
				\$0.59 per km		350	206.50		NET CLAIM	20.00		
				\$0.15 per km		350	52.50					
				SUBTOTAL			259.00		TOTAL CLAIM		279.00	
				LESS G.S.T.					LESS ADVANCES			
				TOTAL			259		AMOUNT DUE (OWING)		\$279.00	

Claimant

Date _____

Approved

Date _____



Municipal District of Greenview No. 16

NAME: Tyler Olsen

ADDRESS :

Employee #:

Department:

Council

[illegible]

Claimant

Date _____

Approved

Date _____