



# MUNICIPAL DISTRICT OF GREENVIEW No. 16

## REGULAR COUNCIL MEETING AGENDA

Tuesday, November 24, 2015

9:00 AM

Council Chambers  
Administration Building

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#1	CALL TO ORDER	
#2	ADOPTION OF AGENDA	1
#3	MINUTES	
	3.2 Regular Council Meeting minutes held November 10, 2015 – to be adopted.	3
	3.2 Business Arising from the Minutes	
#4	PUBLIC HEARING	
	4.1 Bylaw 15-755 Re-designate from Agriculture (A) to Country Residential One (CR-1)	50
	4.2 Bylaw 15-756 Re-Designate from Hamlet Commercial (HC) District to Hamlet Residential (HR) District	65
#5	DELEGATION	
	5.1 Hydrogeological Study – Grovedale Area	11
	5.2 Grande Prairie Public Library Board	28
	5.3 Grande Prairie Hospice Palliative Care Society	31
#6	BYLAWS	
	6.1 Bylaw 15-755 Re-designate from Agriculture (A) to Country Residential One (CR-1)	50
	6.2 Bylaw 15-756 Re-Designate from Hamlet Commercial (HC) District to Hamlet Residential (HR) District	65
	6.3 Bylaw 15-746 Road Closure	79

	6.4 Bylaw 15-753 Re-designate from Crown Land (CL) District to Industrial (I) District	85
	6.5 Bylaw 15-758 Re-designate from Rural Commercial (RC) District to Agriculture (A) District	100
#7	OLD BUSINESS	
#8	NEW BUSINESS	
	8.1 Maintenance on Secondary Highway 666	114
	8.2 Little Smoky Distribution System	120
	8.3 Greenview Veterinary Clinic Lease	126
	8.4 3 & 10 Year Capital Plan	150
#9	COUNCILLORS BUSINESS & REPORTS	
#10	CORRESPONDENCE	
	<ul style="list-style-type: none"> <li>• Monthly Report for Peace Officer Services</li> <li>• Philip J. Currie Thank you Letter</li> <li>• 27<sup>th</sup> Annual Festival of Trees Gala Evening Invitation</li> <li>• Alberta RCMP 2014-2015 Year in Review</li> <li>• Home Hardware Canada Cup Newsletter</li> </ul>	
#11	IN CAMERA	-
#12	ADJOURNMENT	

Minutes of a  
**REGULAR COUNCIL MEETING**  
**MUNICIPAL DISTRICT OF GREENVIEW NO. 16**  
M.D. Administration Building,  
Valleyview, Alberta, on Tuesday, November 10, 2015

**# 1:** Reeve Dale Gervais called the meeting to order at 9:05 a.m.  
**CALL TO ORDER**

**PRESENT**

Reeve	Dale Gervais
Deputy Reeve	Tom Burton
Councillors	George Delorme
	Dave Hay
	Bill Smith
	Dale Smith
	Les Urness
	Roxie Rutt

**ATTENDING**

Chief Administrative Officer	Mike Haugen
General Manager, Corporate Services	Rosemary Offrey
General Manager, Community Services	Dennis Mueller
General Manager, Infrastructure & Planning	Grant Gyurkovits
Communications Officer	Diane Carter
Recording Secretary	Lianne Kruger

**ABSENT**

**#2:** MOTION: 15.11.554. Moved by: DEPUTY REEVE TOM BURTON  
**AGENDA** That the November 10, 2015 agenda be adopted with additions:

- 8.10 2015/2016 Swan Lake Aeration
- 8.11 Sunset House Hall - Repairs
- Remove 8.6 Ratepayer BBQ

CARRIED

MOTION: 15.11.555. Moved by: COUNCILLOR ROXIE RUTT  
That Council approve the Minutes of the Organizational Meeting held on  
Tuesday October 27, 2015 be adopted as presented.

CARRIED

**#3.1** MOTION: 15.11.556. Moved by: DEPUTY REEVE TOM BURTON  
**REGULAR COUNCIL** That the Minutes of the Regular Council Meeting held on Tuesday, October 27,  
**MEETING MINUTES** 2015 be adopted as presented.

CARRIED

**#3.2  
BUSINESS ARISING  
FROM MINUTES**

**3.2 BUSINESS ARISING FROM MINUTES:**

**#4 PUBLIC  
HEARING**

**4.0 PUBLIC HEARINGS**

There were no Public Hearings presented.

**#5  
DELEGATIONS**

**5.0 DELEGATIONS**

**GP SPORTS  
COUNCIL**

**5.1 GRANDE PRAIRIE SPORTS COUNCIL**

Karna Germsheid, Lionel Robins and Jan Nuddy with the Grande Prairie Sports Council presented to Council information regarding Grande Prairie hosting the 2018 Alberta Summer Games.

Reeve Gervais recessed the meeting at 9:43 a.m.  
Reeve Gervais reconvened the meeting at 9:49 a.m.

**5.2 GRANDE PRAIRIE REGIONAL INNOVATION NETWORK**

Bruce Rutley, Director of the Grande Prairie Regional College Centre for Research & Innovation presented to Council the Regional Innovation Network.

**GRANDE PRAIRIE  
REGIONAL  
INNOVATION  
NETWORK**

MOTION: 15.11.557. Moved by: COUNCILLOR DALE SMITH  
That Council accept for information the presentation from the Grande Prairie Innovation Network.

CARRIED

**GRANDE PRAIRIE  
SPORTS COUNCIL**

MOTION: 15.11.558. Moved by: DEPUTY REEVE TOM BURTON  
That Council support the bid presented by the Grande Prairie Sport Council in regards to the 2018 Alberta Summer Games.

CARRIED

**#6 BYLAWS**

**6.0 BYLAWS**

There were no Bylaws presented.

**#7  
OLD BUSINESS**

**7.0 OLD BUSINESS**

There is no Old Business to report.

#8  
NEW BUSINESS

## 8.0 NEW BUSINESS

### 8.1 2004 JCB215 S BACKHOE

MOTION  
RESCINDED

MOTION: 15.11.559. Moved by: DEPUTY REEVE TOM BURTON  
That Council rescind motion 15.09.418 regarding 2004 JCB215 S Backhoe.

CARRIED

2004 BACKHOE

MOTION: 15.11.560. Moved by: COUNCILLOR BILL SMITH  
That Council direct administration to sell the L4 2004 JCB215 S Backhoe Serial Number SLP215FC4U0904006 to the Grovedale Agricultural Society for the sum of one dollar.

CARRIED

### 8.2 SURPLUS AGRICULTURE DEPARTMENT EQUIPMENT

SURPLUS  
EQUIPMENT

MOTION: 15.11.561. Moved by: COUNCILLOR DAVE HAY  
That Council direct administration to dispose of Greenview's Agriculture Department's surplus assets consisting of two Wheat Heart post pounders Serial Numbers 210574 and 210565 and one Case Tractor Serial Number JJA0104059 via the Ritchie Bros. public auction.

CARRIED

### 8.3 FIRE TRUCK DONATION

Councillor Les Urness vacated the meeting at 10:20 a.m.

FIRE TRUCK  
DONATION

MOTION: 15.11.562. Moved by: DEPUTY REEVE TOM BURTON  
That Council donate Greenview Fire Engine Unit F-12 to the Swan City Rotary Club of Grande Prairie.

CARRIED

Councillor Les Urness re-entered the meeting at 10:24 a.m.

#### **8.4 CURLING CANADA MARKETING**

**CURLING CANADA**

MOTION: 15.11.563. Moved by: COUNCILLOR DAVE HAY  
That Council direct Administration to provide funds to Curling Canada for rinkboards and hack signs in the amount of \$12,500 for the 2015 Home Hardware Canada Cup of Curling and the 2016 Scotties Tournament of Hearts in Grande Prairie with funds to come from the 2015 Administration Advertising Budget.

CARRIED

#### **8.5 CURLING CANADA SPONSORSHIP BENEFITS**

**CURLING CANADA  
– SPONSORSHIP**

MOTION: 15.11.564. Moved by: COUNCILLOR ROXIE RUTT  
That Council direct Administration to distribute the sponsorship benefits, including game tickets and jackets, by dividing them amongst interested Councillors, Administration and to Grovedale/ local curling clubs in the stated respective order.

CARRIED

#### **8.6 RATEPAYER BARBEQUES (Removed)**

At administration request, this item has been removed.

#### **8.7 CITIZEN PANEL APPOINTMENT – GROVEDALE AREA STRUCTURE PLAN REVIEW**

**GROVEDALE AREA  
STRUCTURE PLAN**

MOTION: 15.11.565. Moved by: DEPUTY REEVE TOM BURTON  
That Council appoint the nine (9) recommended Citizen Panel Members being: Stewart Bowen; David Cook; Tom Finch; Tam Smith; Troy Smith; Leslie Vandemark; Danny Williams; Dallas Frith; and Daniel Harms for the review of the Grovedale Area Structure Plan.

CARRIED

#### **8.8 CITIZEN PANEL APPOINTMENT – LAND USE BYLAW REVIEW**

**LAND USE BYLAW**

MOTION: 15.11.566. Moved by: DEPUTY REEVE TOM BURTON  
That Council appoint the nine (9) recommended Citizen Panel Members to the Land Use Bylaw Panel membership being: Jake Drozda; Hope Kristensen; Roxanne Perron; Kevin Anderson; Darlene Levesque; Mark Vetsch; Pat Cooke; Doug Vandemark; and Warren Hillis.

CARRIED

### **8.9 CAO / MANAGERS' REPORT**

Councillor Dave Hay vacated the meeting at 11:13 a.m.  
Councillor Dave Hay re-entered the meeting at 11:16 a.m.

**MANAGERS'  
REPORT**

**MOTION: 15.11.567.** Moved by: COUNCILLOR DALE SMITH  
That Council accept for information the CAO and Managers' reports as information.

CARRIED

### **8.10 2015/2016 SWAN LAKE AERATION**

**SWAN LAKE  
AERATION**

**MOTION: 15.11.568.** Moved by: REEVE DALE GERVAIS  
That Council direct Administration to enter into an agreement with the Alberta Conservation Association (ACA) to continue the aeration of Swan Lake over the 2015/2016 winter season.

CARRIED

**MOTION: 15.11.569.** Moved by: REEVE DALE GERVAIS  
That Council direct Administration to transfer \$12,000.00 (material costs for aeration) from the 2015 Contingency Budget to the 2015 Recreational Budget.

CARRIED

### **8.11 SUNSET HOUSE HALL - REPAIRS**

**SUNSET HOUSE  
HALL**

**MOTION: 15.11.570.** Moved by: COUNCILLOR BILL SMITH  
That Council authorize Administration to complete the required upgrades at the Sunset House Hall at an upset cost of \$89,000.00, with funds to come from the 2015 Contingency.

CARRIED

**MOTION: 15.11.571.** Moved by: COUNCILLOR DAVE HAY  
That Council authorize Administration to transfer \$89,000.00 from the 2015 Contingency to the 2015 Facilities Maintenance Budget.

CARRIED

Reeve Gervais recessed the meeting at 12:08 p.m.  
Reeve Gervais reconvened the meeting at 1:12 p.m.

#9  
COUNCILLORS  
BUSINESS &  
REPORTS

**9.1 COUNCILLORS' BUSINESS & REPORTS**

**9.2 MEMBERS' REPORT:** Council provided an update on activities and events both attended and upcoming, including the following:

**COUNCILLOR GEORGE DELORME**

Attended the Assisted Living Facility Presentation  
Attended the 10 Year Capital Plan  
Attended the Municipal Planning Commission Meeting

**COUNCILLOR LES URNESS**

Attended the Assisted Living Facility Presentation  
Attended the 10 Year Capital Plan  
Attended the Multiplex Meeting  
Attended the Municipal Planning Commission Meeting

**COUNCILLOR DAVE HAY**

Attended the Assisted Living Facility Presentation  
Attended the 10 Year Capital Plan  
Attended the Multiplex Meeting  
Attended the Valleyview & District Recreation Department Budget Meeting  
Attended the Municipal Planning Commission Meeting

**DEPUTY REEVE TOM BURTON**

Attended the Assisted Living Facility Presentation  
Attended the 10 Year Capital Plan  
Attended the Municipal Planning Commission Meeting

**COUNCILLOR DALE SMITH**

Attended the Agricultural Services Board  
Attended the Assisted Living Facility Presentation  
Attended the 10 Year Capital Plan  
Attended the Regional Agricultural Services Board Meeting  
Attended the Veterinary Services Incorporated Meeting  
Attended the Municipal Planning Commission Meeting

**COUNCILLOR ROXIE RUTT**

Attended the Assisted Living Facility Presentation  
Attended the 10 Year Capital Plan  
Attended the Grande Spirit Foundation Meeting  
Attended the Peace Region Economic Development Alliance (PREDA) Meeting

Attended the Municipal Planning Commission Meeting

**COUNCILLOR BILL SMITH**

Attended the Agricultural Services Board Meeting

Attended the 10 Year Capital Plan

Attended the Grande Prairie County Recreation Master Plan

Attended the Municipal Planning Commission Meeting

**9.1 REEVE'S REPORT:**

**REEVE DALE GERVAIS:**

Attended the Assisted Living Facility Presentation

Attended the 10 Year Capital Plan

Attended the Grande Prairie Chamber of Commerce Coffee Break

Attended the Alberta Forestry Product Association Meeting

Attended the Multiplex Meeting

Attended the Municipal Planning Commission Meeting

#10  
CORRESPONDENCE

**10.0 CORRESPONDENCE**

MOTION: 15.11.572. Moved by: DEPUTY REEVE TOM BURTON  
That Council accept for information the correspondence presented.

CARRIED

#11 IN CAMERA

**11.0 IN CAMERA**

IN CAMERA

MOTION: 15.11.573. Moved by: COUNCILLOR ROXIE RUTT  
That the meeting go to In-Camera, at 1:30., 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 In Camera.

CARRIED

**11.1 DISCLOSURE HARMFUL TO PERSONAL PRIVACY**

*(FOIPP; Section 17)*

OUT OF CAMERA

MOTION: 15.11.574. Moved by: DEPUTY REEVE TOM BURTON  
That, in compliance with Section 197(2) of the Municipal Government Act, this meeting come Out of Camera at 1:51 p.m.

CARRIED

#12  
ADJOURNMENT

**12.0 ADJOURNMENT**

MOTION: 15.11.575. Moved by: COUNCILLOR DALE SMITH  
That this meeting adjourn at 1:52 p.m.

CARRIED

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CHIEF ADMINISTRATIVE OFFICER

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REEVE

UNADOPTED



# REQUEST FOR DECISION

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SUBJECT:	<b>Hydrogeological Study within the Grovedale Area.</b>	REVIEWED AND APPROVED FOR SUBMISSION
SUBMISSION TO:	REGULAR COUNCIL MEETING	ACAO: DM      MANAGER: INT
MEETING DATE:	November 24, 2015	GM: GG      PRESENTER: GG
DEPARTMENT:	INFRASTRUCTURE & PLANNING/ENVIRONMENTAL SERVICES	LEGAL/ POLICY REVIEW: INT
FILE NO./LEGAL:	File Number, Legal or N/A.	FINANCIAL REVIEW:
STRATEGIC PLAN:		

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## RELEVANT LEGISLATION:

**Provincial** (cite) – N/A

**Council Bylaw / Policy** (cite) – N/A

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## RECOMMENDED ACTION:

**MOTION: That Council accept for information the presentation from Hydrogeological Consultants Ltd. in regards to the Hydrogeological Study within the Grovedale area.**

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## BACKGROUND / PROPOSAL:

Council passed a motion requesting Administration to bring forth information on expanding the Hydrogeological Study in the Grovedale area.

Based on lack of anticipated long term water quantities found in the immediate Grovedale area the follow proposal was prepared by HCL. This proposal entails exploring the aquifer to the south and southwest of the hamlet of Grovedale to find the desired quantities of high quality ground water to supply Greenviews future Grovedale/Landry Heights Water Treatment Plant and Distribution Systems.

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## OPTIONS – BENEFITS / DISADVANTAGES:

**Options** –N/A

**Benefits** – N/A

**Disadvantages** – N/A

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## COSTS / SOURCE OF FUNDING:

N/A

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ATTACHMENT(S):

- Presentation.

November 24, 2015

HCL

# Grovedale Groundwater Prognosis

Update

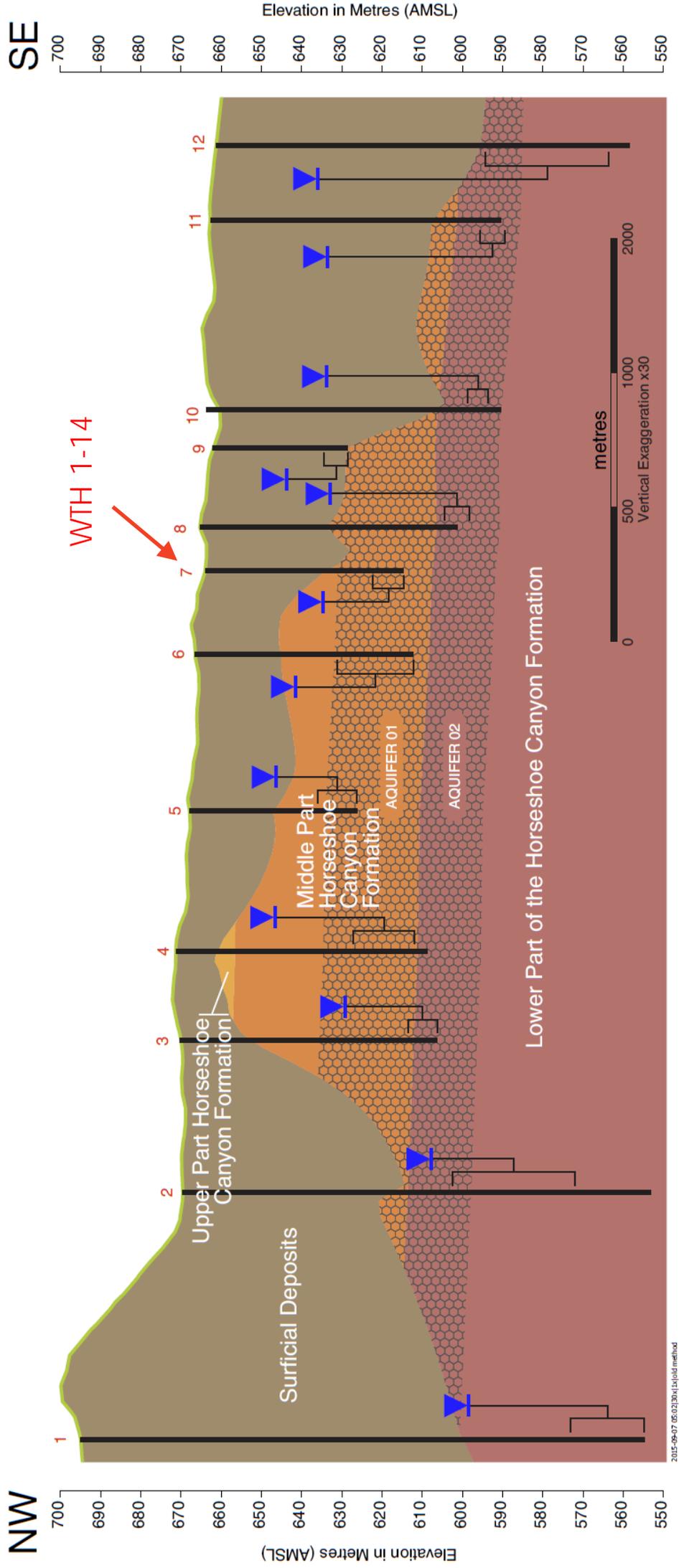
# Background

## Grovedale - 2014 Water Test Hole (WTH)

Data from 48-hour pumping and 48-hour recovery test did not project to full recovery

Indicative of aquifer with limited areal extent

# Aquifer Identification



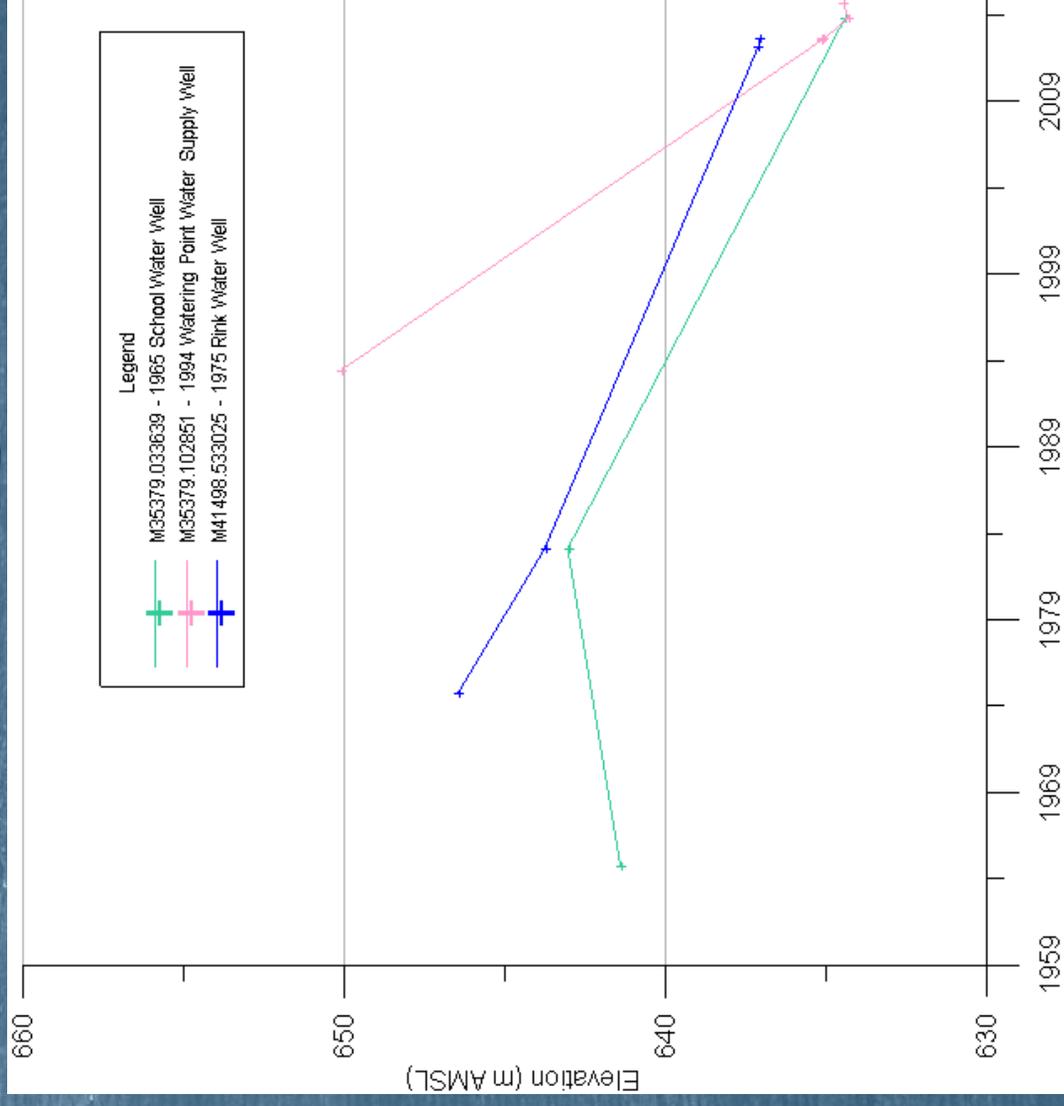
# Background

## Area Water Wells

Analysis of data collected as part of a field verification of nearby water wells indicated that Aquifer 1 shows signs of depletion in and near Grovedale

Up to 15-metres (50 feet) drop in water level observed

Conclusion that Aquifer 1 in vicinity of Grovedale was not suitable for a long-term water supply for the Hamlet.



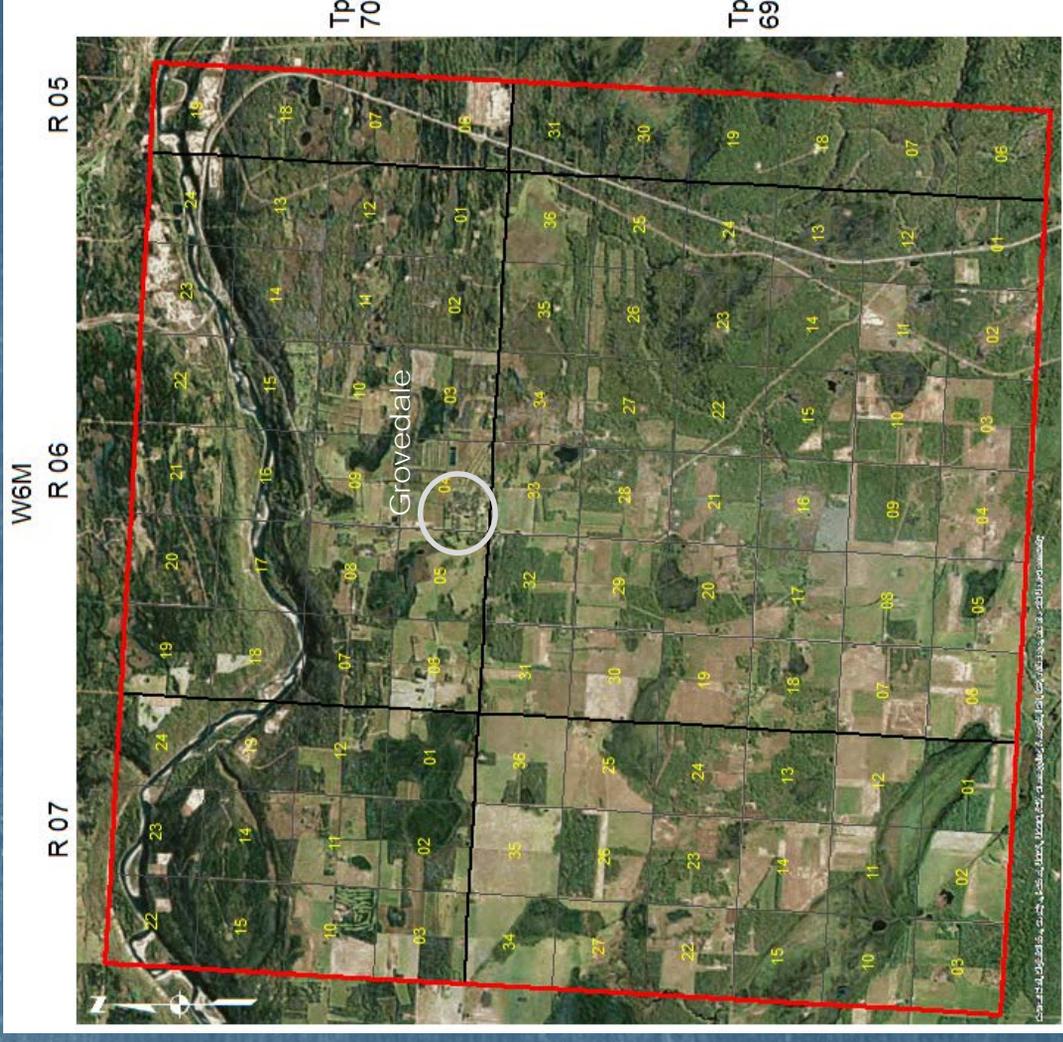
## Area of Study (AOs)

AOs -10x10-section area,  
centred on 33-069-06 W6M

Original focus was in the  
immediate vicinity of Grovedale

AOs expanded to the south; did  
not yield substantial additional  
information

Study focus shifted to better  
definition of Aquifer 1 extent and  
selection of drilling targets away  
from Grovedale



# AOs – Water Well Summary

463 classified as water wells

177 with data to calculate apparent long-term yield\*

Average apparent 20-year safe yield (Q20a): 142 m<sup>3</sup>/day

Except for the extended aquifer test conducted with WTH 1-14, there are no aquifer tests for water wells within the AOs that are for a duration longer than 120 minutes

\* Provisional value generally based on unverified aquifer test data, usually involving the non-pumping water level, the pumping rate, length of test, drawdown at end of test and radius of water well casing. Used as an indicator of regional variations in relevant rock properties.

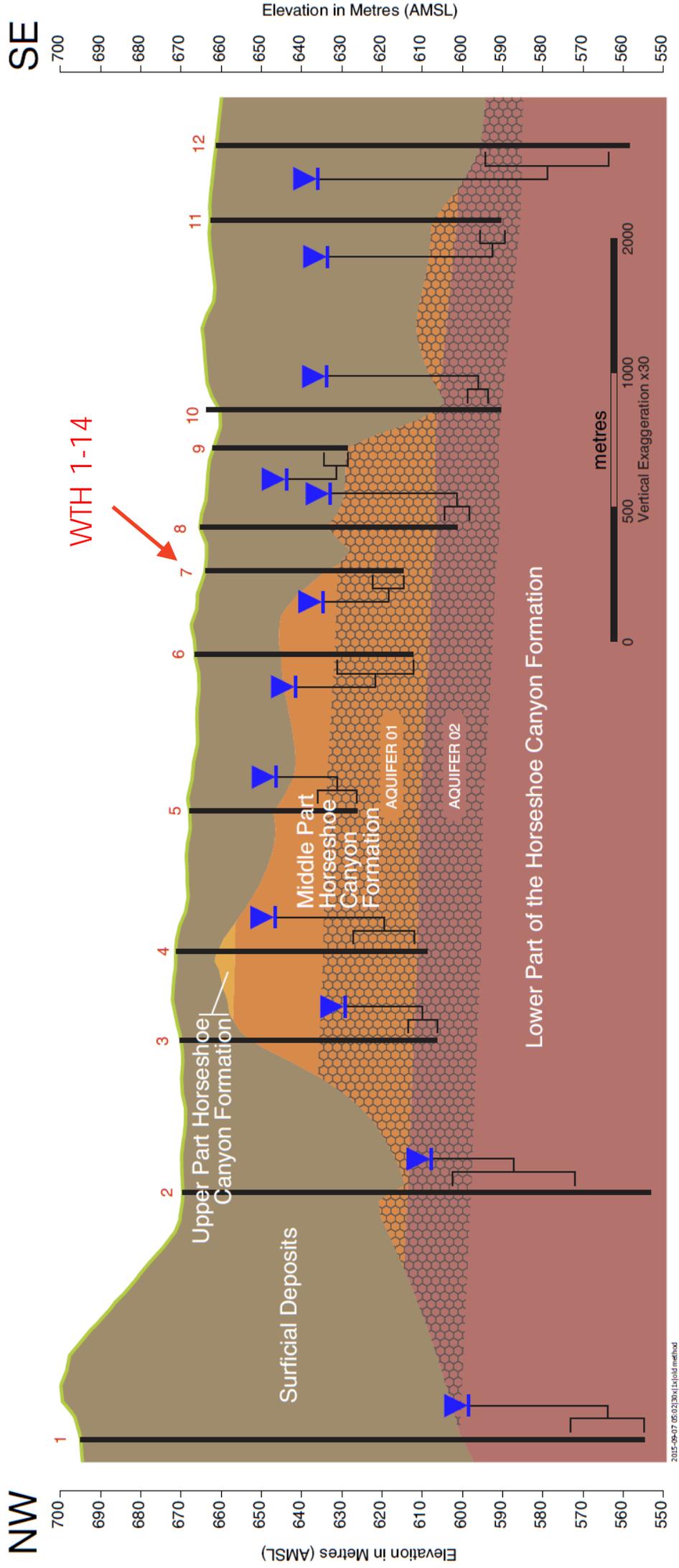
## Aquifer Identification

Aquifer 1 is in the middle part of the Horseshoe Canyon Formation; there are 114 water wells in the AOs completed in Aquifer 1.

Aquifer 2 is in the lower part of the Horseshoe Canyon Formation. There are 32 water wells in the AOs that are completed in Aquifer 2.

There are 48 water wells in the AOs that are completed in more than one aquifer.

# Aquifer Identification



# Aquifer Summary

	Depth Range metres BGL <sup>2</sup>	No. of WWs	Apparent Transmissivity (average) m <sup>2</sup> /day	No. of WWs with Apparent Yield Value	Apparent Yield (average) m <sup>3</sup> /day	WW Yields >200 <sup>1</sup> %
Aquifer 1	36-58	114	31	65	281	18
Aquifer 2	59-75	32	9	20	99	15
Both	36-75	48	9	25	92	12

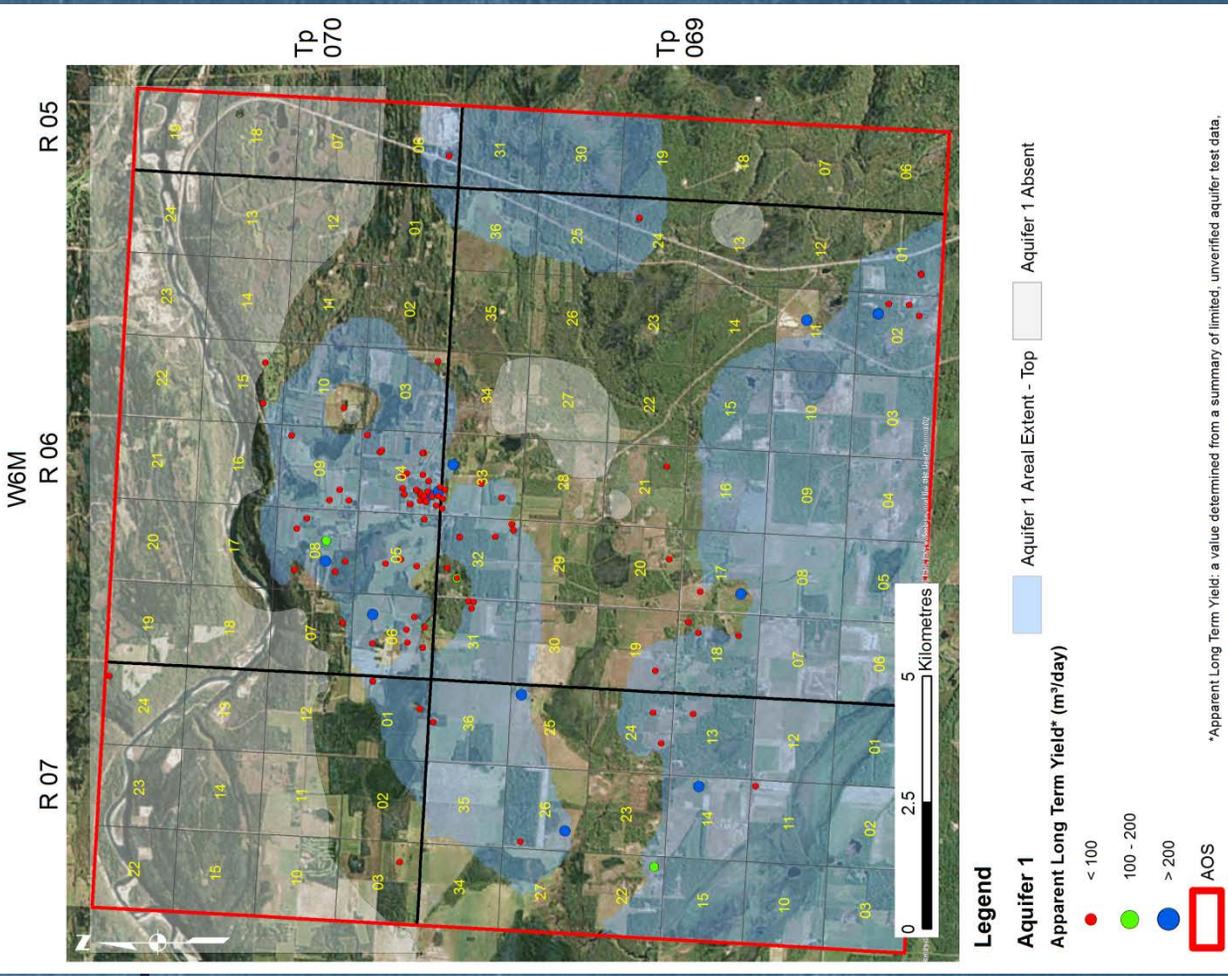
1. Percentage based on total number of water wells with an apparent yield value  
2. Below Ground Level

Average Q20a of Aquifer 1 is approximately 3 times that of Aquifer 2  
Based on water requirements, higher probability of developing groundwater supply from Aquifer 1

# Aquifer 1 – Areal Extent of Top of Aquifer

The top of Aquifer 1 has been eroded in some areas of the AOS.

Pattern of high Q20a near erosional edges of Aquifer 1



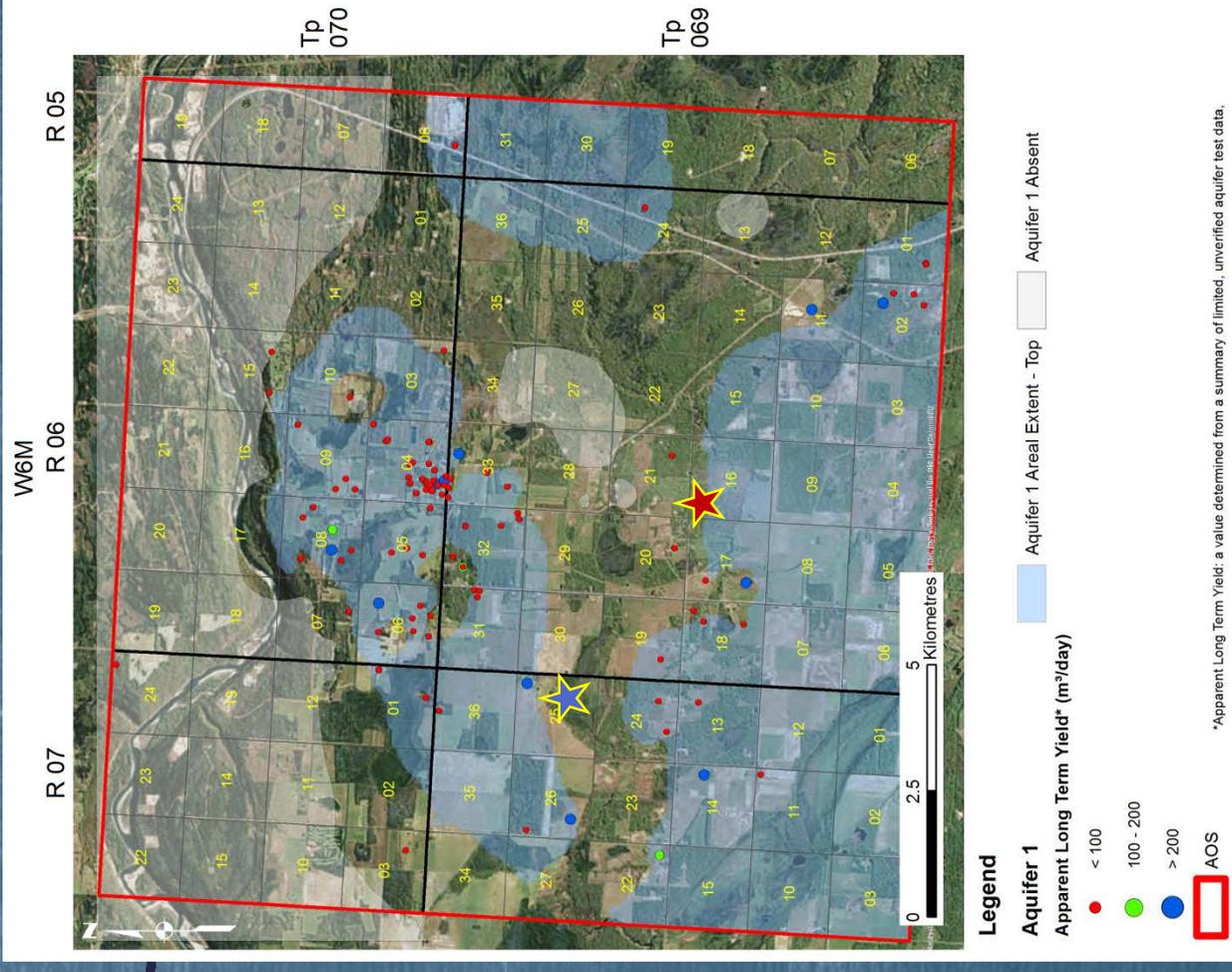
# Aquifer 1 – Proposed Drilling Locations

- ★ Site 1 – NW 16-069-06 W6M
- ★ Site 2 – SE 25-069-07 W6M

Both sites are situated away from Grovedale and are on Crown Land; Temporary field authorizations (TFAs) will be required as will land access

Site 1 – near northern erosional edge of Aquifer 1, large areal extent to the south

Site 2 – not as ideal as Site 1 but offers second location for exploration of groundwater



\*Apparent Long Term Yield: a value determined from a summary of limited, unverified aquifer test data.

## Phase 1 – Field Exploration

### Phase 1 – Field Exploration

Both sites should be explored and evaluated to determine groundwater supply potential

1 WTH per location

# Phase 1 – Field Exploration Costs Per WTH

Field Exploration Costs Per WTH (M.D. of Greenview – Grovedale Area)			
Field Program Tasks	Contractors	HCL	
Scan Work Area - Ground Disturbance Checks	\$ 1,000	\$ 2,000	
Test Hole Drilling, Testing & Completion (67 m depth)	\$ 48,000	\$ 14,500	
Drilling Water Hauling	\$ 2,000	\$ 100	
Geophysical Logging	\$ 3,500	\$ 500	
Preliminary Aquifer Testing	\$ 5,000	\$ 4,000	
Extended Aquifer Testing	\$ 13,000	\$ 9,000	
<b>Total</b>	<b>\$ 72,500</b>	<b>\$ 30,100</b>	

## Phase 2 – Development of Groundwater Supply

### **Program:**

Select best location from Phase 1

Design water source well for the available yield

Install observation water well or utilize existing WTH

Conduct aquifer testing to meet licensing guidelines

More than one water source well will likely be required to satisfy the water requirements for Grovedale and area.

# Questions & Discussion

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# REQUEST FOR DECISION

SUBJECT: **Grande Prairie Public Library Board**  
SUBMISSION TO: REGULAR COUNCIL MEETING  
MEETING DATE: November 24, 2015  
DEPARTMENT: CAO SERVICES  
FILE NO./LEGAL: File Number, Legal or N/A.  
STRATEGIC PLAN:

REVIEWED AND APPROVED FOR SUBMISSION  
ACAO: DM    MANAGER: INT  
GM: DM    PRESENTER: INT  
LEGAL/ POLICY REVIEW: INT  
FINANCIAL REVIEW:

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RELEVANT LEGISLATION:

**Provincial** (cite) – N/A

**Council Bylaw / Policy** (cite) – N/A

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RECOMMENDED ACTION:

**MOTION:** That Council accept for information the presentation from the Grande Prairie Public Library Board.

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BACKGROUND / PROPOSAL:

Maureen Curry and Lynne Coulter would like to present to Council proposed revisions of Joint Operational Agreement.

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OPTIONS – BENEFITS / DISADVANTAGES:

**Options** – N/A

**Benefits** – The benefit of the presentation is to update Council on the costs associated with the Grande Prairie Public Library.

**Disadvantages** – N/A

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COSTS / SOURCE OF FUNDING:

None

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ATTACHMENT(S):

- Proposed Revision of Funding Basis

# **Grande Prairie Public Library Board – MD of Greenview Joint Operational Agreement**

## ***Proposed Revision of Funding Basis***

November 2015

### **Service area**

The MD of Greenview residents located south of the Wapiti River who would logically seek library services at the Grande Prairie Public Library. The total number of these residents is approximately 1106, comprising 20% of the MD population.

### **Library services and resources provided by GPPL**

The Library offers a wide variety of services and resources to MD residents of all ages, both in-person and virtually. Our programs range from story times for pre-schoolers, through lifelong learning opportunities for adults (including a book club partnership with the CNIB), to computer basics for seniors. The resources we provide include not only books, magazines and public computers in the Library itself, but also e-resources through our website, such as downloadable books, magazines, international newspapers, music, online courses, and databases for learning languages and pursuing research.

### **History of operational agreement**

The MD of Greenview has provided funding to GPPL for over 10 years to provide service to MD residents. In 2010, the first formal joint operating agreement was signed between the MD of Greenview and the GPPL Board, which was for a three-year term. The agreement included a per capita funding rate to be equal to that of the City of Grande Prairie, whose funding of GPPL at that time was per capita based. The Grande Prairie population figure used was 50,227, the population from the 2010 census.

This agreement was renewed for another three year term for 2013-2015. Each of these years, once the City of Grande Prairie's annual operating grant to GPPL for the next year was approved in November, the per capita rate was calculated (the City's grant is no longer per capita based) and communicated to the MD for matching purposes.

	<b>Per Capita*</b>	<b>Population of MD</b>	<b>TOTAL</b>	<b>% increase over previous year</b>
<b>2010</b>	\$27.91	1106	\$30,868	-
<b>2011</b>	\$27.91	1106	\$30,868	0%
<b>2012</b>	\$28.80	1106	\$31,852	3%
<b>2013</b>	\$28.80	1106	\$31,852	0%
<b>2014</b>	\$29.10	1106	\$32,184	1%
<b>2015</b>	\$30.54	1106	\$33,777	5%
<b>2016 (projected with current funding basis)</b>	\$32.28	1106	\$35,701	5%

\*calculated as a matching per capita funding rate by the City of Grande Prairie; based since 2010 on a population of 50,227

## **Challenge of current funding basis**

Most of the language in the current joint operating agreement is still current, but the current funding basis is problematic going forward. In 2015, the City of Grande Prairie conducted a municipal census, which adjusted the population dramatically upward to 68,556. Per capita funding now raises the question: which population figure should be used?

The City of Grande Prairie's operating grant for 2016 is \$1,621,717.

- If we continue to use the outdated 2010 population of 50,227, the per capita rate is \$32.28
- If we use the 2014 population of 55,025 (now used by the province for calculation of annual operating grants), the per capita rate drops to \$29.47
- If we use the 2015 municipal census population of 68,556, the per capita rate drops even further to \$23.66

Clearly, with the population of Grande Prairie rising dramatically (and possibly changing again after the 2016 federal census), using a matching per capita basis upon which to calculate the MD's annual funding to GPPL is no longer relevant.

## **Proposal**

In order to provide a stable funding basis going forward, I propose the MD of Greenview consider a set percentage increase annually to the operating grant for the Grande Prairie Public Library, not tied to the increase in the City of Grande Prairie's operating grant. The County of Grande Prairie established this funding model in 2013, with a set 3% increase in their annual operating grant to GPPL.

The main advantage of this funding model for the MD is in terms of planning:

- As the MD will already know what the amount of the operating grant to GPPL will be in the following year, this figure can be included in budget preparations in early fall; currently, the MD must wait for the City of Grande Prairie's operating grant to GPPL to be confirmed with the finalization of the City's budget in late fall
- A stable funding model would be beneficial to the MD in longer-term budget planning, in particular, not being tied to the City of Grande Prairie's support of GPPL each year

If the MD moved to this model of a set 3%, the operating grant to GPPL for 2016 would be \$34,790, as opposed to \$35,701 with the current per capita matching model.

Thank you for considering this proposal.

Respectfully submitted,

Maureen Curry  
Director, Grande Prairie Public Library

Lynne Coulter  
Chair, Grande Prairie Public Library Board



# REQUEST FOR DECISION

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SUBJECT:	<b>Grande Prairie Hospice Palliative Care Society</b>	REVIEWED AND APPROVED FOR SUBMISSION
SUBMISSION TO:	REGULAR COUNCIL MEETING	ACAO: DM    MANAGER: INT
MEETING DATE:	November 24, 2015	GM: DM    PRESENTER: INT
DEPARTMENT:	CAO SERVICES	LEGAL/ POLICY REVIEW: INT
FILE NO./LEGAL:	File Number, Legal or N/A.	FINANCIAL REVIEW:
STRATEGIC PLAN:		

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RELEVANT LEGISLATION:

**Provincial** (cite) – N/A

**Council Bylaw / Policy** (cite) – N/A

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RECOMMENDED ACTION:

**MOTION:** That Council accept for information the presentation from the Grande Prairie Palliative Care Society.

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BACKGROUND / PROPOSAL:

The Grande Prairie Hospice Palliative Care Society would like to update Council on the programs and services that their organization provide.

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OPTIONS – BENEFITS / DISADVANTAGES:

**Options** – N/A

**Benefits** – The benefit of accepting the presentation is that council may be more aware of the services provided by the Grande Prairie Hospice Palliative Care society.

**Disadvantages** – N/A

---

COSTS / SOURCE OF FUNDING:

None

---

ATTACHMENT(S):

- Proposed Revision of Funding Basis



Grande Prairie Hospice Palliative Care Society  
Box 21215  
Grande Prairie, AB T8V 6W7

Call: 780-897-0066  
Email: [admin@gphospice.ca](mailto:admin@gphospice.ca)  
Website: [gphospice.ca](http://gphospice.ca)  
Follow Us on Facebook

Fall Newsletter 2015

## CELEBRATING 10 YEARS

### In This Issue

- We're Celebrating!
- Message from the Chair
- What is Hospice Palliative Care?
- Swinging with the Stars 2015
- Our Mission & Vision

### We've come a long way in the last 10 years!

In 2005 the Board's Vision was to build alliances, partnerships, and connections to health professionals, community, and individuals experiencing end of life issues. We are proud that our Vision from 10 years ago is ongoing in Northern Alberta. It is also a Vision that is continuing and has broadened to the provincial and federal levels.

Community and agency consultations and surveys have directed our path as we endeavor to address the gaps found in end of life care for Northwest Alberta. A major goal is to remain a strong voice in the community to assure that those in the Peace region receive exceptional hospice and palliative care.

### Highlights

- We assisted in furnishing the QE II Hospital Palliative Care Unit
- Along with enormous community support, we assisted with the furnishing of 10 hospice rooms by providing specialized beds, specialized chairs, televisions, microwaves, fridges, handmade quilts, a coffee station, blanket warmer and television in the family kitchen area.
- Over the last five years, GPHPCS has provided training and awareness opportunities to over 3000 volunteers, healthcare workers and community members from 34 communities across 3 provinces.
- Specialized equipment was purchased for Home Care for clients who are palliative so they can remain at home.
- Our Society was invited to participate in three University of Alberta research project over the last 5 years. The research gathered was to demonstrate how the Society could leverage community involvement to address the needs for end of life care.
- GPHPCS has provided their best practices (and challenges) to other communities to assist with establishing and develop their local hospice palliative care societies.
- Community surveys were conducted to evaluate the need for a community based volunteer program. The volunteer program was developed and is ready for implementation.
- Our Executive Director is a Board Member of the Alberta Hospice Palliative Care Association which in turn is also a member of the Canadian Palliative Care Association.



Through the continued efforts of every person who shares our goal, and the generosity of the community, we remain a strong voice, for those individuals who require end of life care, and their families.



# Message from the Chair

## WOW - 10 years already!

Celebrating our ten year anniversary provides us with an opportunity to reflect and evaluate the past and look to the future. We have seen some major advancements in the quality of palliative care available to people in Grande Prairie and throughout the Peace Region, and we are proud to be involved with the growth and awareness of these services.

It has been another exciting year for the Grande Prairie Hospice and Palliative Care Society. Our 2<sup>nd</sup> annual Swinging with the Stars Gala event was a huge success, raising over \$50,000. The success of this event helps to bring local community members together while raising awareness of our Society and palliative issues in the region as well as having fun and excitement. We invite you to support our 3<sup>rd</sup> event coming on April 30, 2016.

The importance of palliative care is often not recognized until the need for it is required first hand, and part of our Society's mandate is to advocate for palliative issues and bring the topic of palliative care into the public consciousness.

Part of our current work is focusing on growth as a Society in order to be prepared for the demands of the future. Our vision as a Society is to ensure that expert end-of-life care will be available when needed in our community. We've hired a Community Supports Coordinator to connect with other agencies and service providers in the community to help identify gaps in end of life care. This role will assist with obtaining volunteers for events, awareness sessions and community support. A volunteer program has been developed and is ready for the launch in October of this year.

Our support of palliative care professionals has been a continued focus of the Society over the 10 years. By ensuring that the dedicated people who provide palliative care have the means to access equipment and educational opportunities, the Society strives to help provide the highest level of care possible.

Stay tuned for other future events, including our annual Light up in Memory Tree as part of the QE II Festival of Trees, and hosting of the Alberta Hospice Palliative Care Associations' Road Show on June 1, 2016.

With the continued support of our generous community members and dedicated Board members we can make this vision a reality.

It is with the utmost sincerity that I would like to thank everyone who has been involved with the Grande Prairie Hospice Palliative Care Society over the past 10 years! We look forward to a future of supporting palliative care in our community.

*Kristen Yaceyko*



## ***Introducing Our Board of Directors***

### ***Chair***

*Kristen Yaceyko*

### ***Secretary***

*Tamara Van Tassell*

### ***Treasurer***

*Steve Shirran*

### ***Directors***

*Teresa Evans*

*Dave Gourlay*

*Verna Horney*

*Stewart Wilson*

## **Future Events**

**World Hospice Day  
October 10, 2015**

**Primary Care Tradeshow  
October 15, 2015**

**Annual General Meeting  
October 27, 2015**

**Light Up In Memory Tree  
November 20 to 22, 2015  
Festival of Trees**

**Volunteer With Us!**

**Swinging with the Stars  
April 30, 2016**

**AHPCA Road Show  
June 1, 2016**

# Through the Years



*Conference Presenters*



*Supporting Hospice Palliative Care Training*



*At the Festival of Trees*



*Quilt Donation Presentation*



*Swinging with the Stars Gala 2015*



*Conference Participants*



*Points West Hospice Grand Opening*



*2014 Swinging with the Stars*



*Light Up In Memory Tree 2014*

*Save The Date!*



*Swinging with the Stars*

*Annual Elegant Gala*

*April 30, 2016*

*Pomeroy Hotel  
&  
Conference Centre*

*2015 Swinging with the Stars  
Sponsors*

*Oliver's Funeral Home  
KMSC Law LLP  
The Keg Steakhouse & Bar  
Q99  
Fletcher Mudryk & Co.  
Checkered Owl Media  
Abacus Webware  
Field & Associates Engineering Ltd.  
Fabricland  
Pomeroy Group  
Windsor Ford  
Hi Tech Business Systems  
Michael's Flooring Canada Ltd.  
Maxim Storage Inc.  
Blackrock Business Group  
Epic Mortgage Solutions  
P.O.S. West Ltd.  
Cloud 10 Music  
Chelsea Desiree Photography*



*2015 Gala: Dancers & Coaches*

*Swinging with the Stars*

What a **fun-raising** event this is for GPHPCS! We picked up the idea from the Central Okanagan Hospice Association 4 years ago and started plotting and planning on how to make this Grande Prairie's "premiere" event.

What is it? Well, if you are a **Dancing with the Stars** fan you will know how it goes. For those who aren't ... we set up local "personalities" with dance instructors and these instructors help the "personalities" develop their dance style. During the months/weeks prior to the competition they raise pledges and donations. During the gala the crowd shows their support by buying stars or votes.

The very best part about this gala event is the involvement of the community – it has offered us the opportunity to raise awareness in every demographic, about what we do and the importance of having access to hospice palliative care supports and services. The past two events have raised more than \$130,000 and we are anticipating another sold out event on April 30, 2016 ... *hope to see you there!*

The money raised at the **Swinging with the Stars Gala** enables us to: provide supports to individuals who are palliative, and their care teams; assist with ongoing education for healthcare professionals and volunteers who work in end-of-life, and to increase awareness about end-of-life care.

*We believe in living well until you die.*

*Studio Time Graciously Donated By ...*

*Explosion Dance  
Grande Prairie Regional College  
GP Dancer's Academy*

*Special Thanks to the SWIS Coaches !*

*Celest Robinson: Salsa Addiction  
Leah Gray & James Winterhoff: Flat City Swing  
Ryan & Maida Macdonald: GP Fusion Dance  
Antoinette Shular  
Nadine Stewart-Smith: GP Dancer's Academy*

## Our Mission

*To establish and maintain expert end-of-life care for community members with terminal illness & to provide support for their families.*

- *We are a voice for the community*
- *We are an ear to public need*
- *We are a hand in action*

## Our Vision

*Expert end-of-life care will be available when needed in our community.*



In addition to the generous support of caring members of our community, the GPHPCS is funded in part by ...



*Heather Manarey  
Executive Director*

*Brenda Finch  
Program Director*

*Sharon McLean  
Community Support Coordinator*

### Interested in Becoming a Volunteer with The Grande Prairie Hospice Palliative Care Society?

Current Opportunities Include:

- \* **Community Booths & Tradeshows**
- \* **The Memory Tree: 2015 Festival of Trees**
- \* **Swinging with the Stars: Committee Members**

Upcoming:

**Community Volunteering: Contact Us for More Information on Opportunities To Volunteer & How You Can Support Hospice Palliative Care in the Community!**

*We are grateful for your support!*

*To Connect with Us or For More Information on End of  
Life Care Resources*

*Go To ...*

[gphospice.ca](http://gphospice.ca)



Grande Prairie Hospice Palliative Care Society  
Community Hospice Services & Supports Program



Funding report October 2015  
Respectfully submitted to  
MD OF GREENVIEW

### **Successes:**

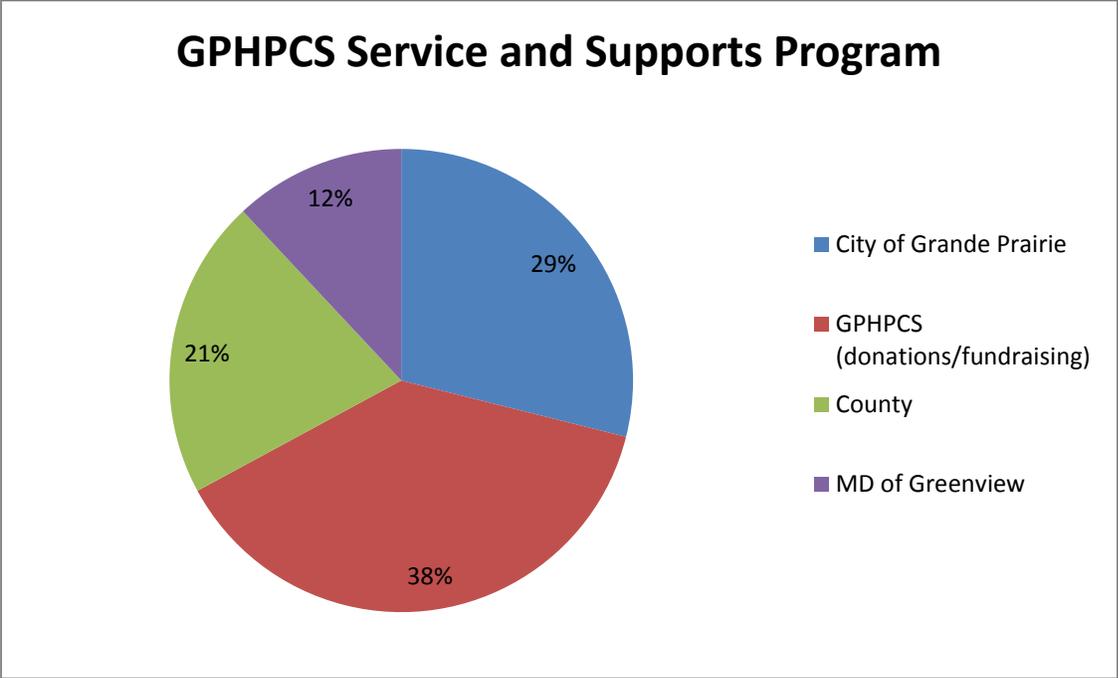
#### Community Service & Supports Program:

- Since January 2015 we have worked with 21 Agencies, groups, churches, service clubs to determine what resources are available and to identify the gaps. With this information we have started to create a Resource guide that will enable individuals who are palliative and their support team to access the information they need to live well until they die.
- 115 individuals from 12 communities participated in training specific to end-of-life care. This included volunteers, community members and multidisciplinary medical professionals (see attached stats).
  - Partnering with AHS we provided financial support for two *Learning Essential Approaches to Palliative Care (LEAP)* training sessions for 55 multidisciplinary medical staff of Grande Prairie and surrounding areas.
  - Facilitated a Community Workshop *Compassionate Contemplative End-of-life Care*, Presenter Rayne Johnson, (Educator on End-of-Life Issues and Author).
- Volunteer program: We are close to being ready to actively recruit volunteers and implement the program. The Policies and Procedures are in draft form, insurance is in place and the Volunteer Coordinator has a comprehensive plan to move forward. We are currently working on agreements with community (AHS, PWL, Lodges etc.) that will enable us to provide volunteers in their facilities.

### **Challenges:**

- Obtaining a commitment and support from Alberta Health Services, Points West Living and other community facilities for volunteers on their premises. Their support is essential to moving forward with our vision of a volunteer program.
- Geographical unevenness in the supports and services available to individuals and communities in "North zone".
  - We no longer have a Palliative Care Resource nurse. The response from Alberta Health Services is that this position has been removed.
  - The accessibility to educational opportunities for healthcare professionals, community members (pastoral, volunteers):
    - The cost of bringing in educators and facilitate workshops/conferences
    - The cost of travelling to access workshops/conferences
- Engaging individuals to have conversations about end-of-life

Funding sources for the GPHPCS Community Hospice Service & Supports Program





# *Annual Report*

*July 1, 2014 – June 30, 2015*

## *Mission*

To establish and maintain expert end-of-life care for community members with a terminal illness & to provide support for their families

- \* We are a voice for the community
- \* We are an ear to public need
- \* We are a hand in action

## *Vision*

Expert end-of-life care will be available when needed in our community

## *Beliefs*

- \* All members of our community have the right to expert end-of-life care that aims to relieve suffering and improve the quality of living and dying
- \* Palliative care helps all those with advanced, progressive, incurable illness to live as well as possible until they die
- \* The needs of both the patient and family need to be identified and met throughout the last phase of life and into bereavement
- \* All members of our community should have access to palliative care that includes management of pain and other symptoms and provision of psychological, social, spiritual and practical support
- \* All members of our community, who are diagnosed palliative, and their families, should have access to services and supports that address their:
  - \* Physical, emotional, psychological, social and spiritual needs and to
  - \* Prepare them for the final stages of life and life's closure and to
  - \* Cope with the loss and grief during the illness and bereavement
- \* People have the right to die with dignity and support where they choose; be it at home, acute care, continuing care or private facilities
- \* It is the community's responsibility to care together for people who are palliative by loving and bearing the weight of others

*We believe in living and dying well*

# *Board of Directors*

**Chair** Kristen Yaceyko  
**Secretary** Tamara Van Tassell  
**Treasurer** Steve Shirran

**Directors**  
Teresa Evans  
Dave Gourlay  
Stewart Wilson

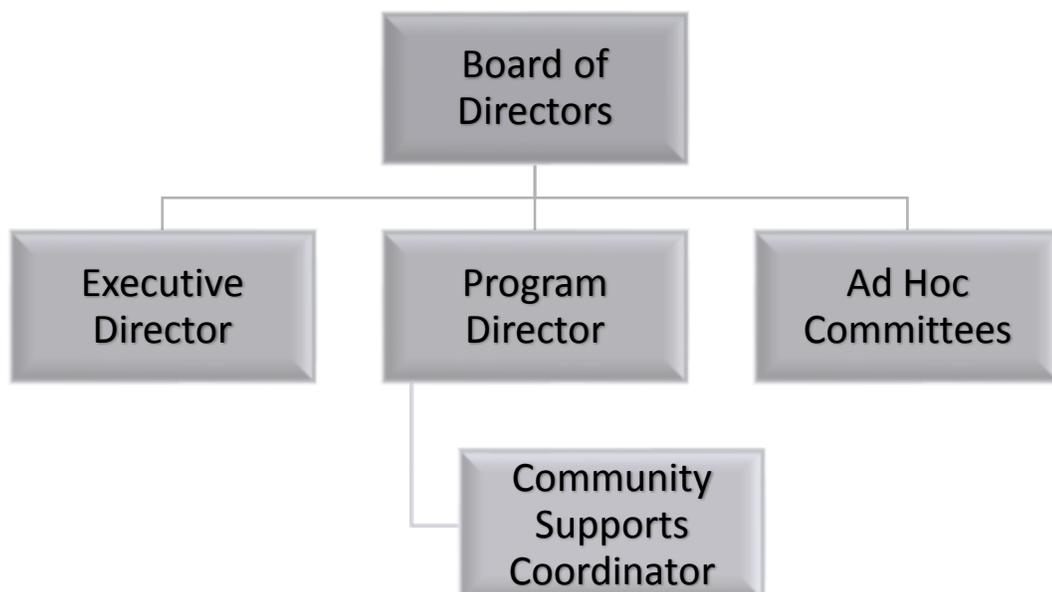
## *Staff*

**Executive Director**  
Heather Manarey

**Program Director**  
Brenda Finch

**Community Supports Coordinator**  
Sharon McLean

## *Organizational Chart*



## Message from the Chair

It has been another exciting year for the Grande Prairie Hospice Palliative Care Society. Our 2<sup>nd</sup> annual Swinging with the Stars Gala event was a huge success, raising over \$50,000. The success of this event helps to bring local community members together while raising awareness of our Society and palliative issues in the region as well as having fun and excitement. We invite you to support our 3<sup>rd</sup> event coming on April 30, 2016.

The importance of palliative care is often not recognized until the need for it is required first hand, and part of our Society's mandate is to advocate for palliative issues and bring the topic of palliative care into the public consciousness.

Part of our current work is focusing on growth as a Society in order to be prepared for the demands of the future. Our vision as a Society is to ensure that expert end-of-life care will be available when needed in our community. We've hired a Community Supports Coordinator to connect with other agencies and service providers in the community to help identify gaps in end of life care. This role will assist with obtaining volunteers for events, awareness sessions and community support. Our new volunteer program has been developed and is ready for launch.

Our support of palliative care professionals has been a continued focus of the Society. By ensuring that the dedicated people who provide palliative care have the means to access equipment and educational opportunities. By leveraging partnerships and networking opportunities to provide specific training and education for end-of-life supports, designing and implementing programs and services where there are gaps, raising awareness of issues that surround the choices for final stages of life, individuals will be respected and supported for their choices.

Stay tuned for other future events, including our annual Light up in Memory Tree as part of the QE II Festival of Trees, and hosting of the Alberta Hospice Palliative Care Associations' Road Show on June 1, 2016.

With the continued support of our generous community members and dedicated Board members we can make our vision a reality.

It is with the utmost sincerity that I would like to thank everyone who has been involved with the Grande Prairie Hospice Palliative Care Society! November 2015 will mark our 10<sup>TH</sup> Anniversary! We look forward to a future of supporting palliative care in our community.

*Warm Regards,*

*Kristen Yaceyko*

GPHPCS Chair



What a **fun-raising** event this is for GPHPCS! We picked up the idea from the Central Okanagan Hospice Association 4 years ago and started plotting and planning on how to make this Grande Prairie's "*premiere*" event. Pictured above with our SWTS dancers, coaches and Board Chair, are Major Sponsors: Oliver's Funeral Home, KMSC Law, and down front ... our Emcees from Q99!

What is it? Well, if you are a **Dancing with the Stars** fan you will know how it goes. For those who aren't ... we set up local "personalities" with dance instructors and these instructors help the "personalities" develop their dance style. During the months/weeks prior to the competition they raise pledges and donations. During the gala the crowd shows their support by buying stars or votes.

The very best part about this gala event is the involvement of the community – it has offered us the opportunity to raise awareness in every demographic, about what we do and the importance of having access to hospice palliative care supports and services. The past two events have raised more than \$130,000 and we are anticipating another sold out event on April 30, 2016 ... *hope to see you there!*

The money raised at the **Swinging with the Stars Gala** enables us to: provide supports to individuals who are palliative, and their care teams; assist with ongoing education for healthcare professionals and volunteers who work in end-of-life, and to increase awareness about end-of-life care.



*Judges: Helen, Deb, Julie & Wendy*



*GP Dancer's Academy Performers*

*Swinging with the Stars  
Dancers & Coaches!*



*Clockwise from Left:*

*Bill & Arlene Miller*

*Coaches: Ryan & Maida Macdonald: GP Fusion Dance  
Fun Direction*

*Coach: Antoinette Shular*

*Taj Johnson & Lacie Peterson*

*Coach: Nadine Stewart-Smith: GP Dancer's Academy  
Barb & Ian Campbell*

*Coach: Celest Robinson: Salsa Addiction  
Katrina Longmate*

*Coaches: Leah Gray & James Winterhoff: Flat City Swing*

*Studio Time Graciously Donated By...*

*Explosion Dance*

*Grande Prairie Regional College*

*GP Dancer's Academy*

## **THANK YOU TO OUR 2015 SWTS SPONSORS!**

### **Gotta Dance : Major Sponsors**

Oliver's Funeral Home

KMSC Law LLP

### **Swing Sponsors**

The Keg Steakhouse & Bar

Q99

### **Tango Sponsors**

Fletcher Mudryk & Co.

### **Cha Cha Sponsors**

Checkered Owl Media

Abacus Webware

### **Salsa Sponsors**

Windsor Ford  
Fabricland

Field & Associates Engineering Ltd.  
Pomeroy Group

### **Shining Stars Sponsors**

P.O.S. West Ltd.  
Michael's Flooring Canada Ltd.  
Blackrock Business Group  
Doug Morris Financial Group

Hi Tech Business Systems  
Maxim Storage Inc.  
Epic Mortgage Solutions

### **Gift in Kind**

Chelsea Desiree Photography  
Checkered Owl Media  
Grande Prairie Regional College

Cloud 10 Music  
GP Dancer's Academy  
Explosion Dance

### **Thank You to Our Community Donors and Supporters Who Give In So Many Ways!!**

In Memory of Loved Ones  
In Volunteering Time

In Pledging a Dancer or Event Participant  
In Donating an Item on our Wish List

In Giving ... Just Because You Care!!

Compassionate Care Workshop

Presenter: Rayne Johnson

Participants: 60

Community Presentations during Event:

- Oliver's Funeral Home
- Bear Creek Funeral Home
- People's Church: Grief Share



*You matter because you are; you matter until the last moment of your life,  
and we will do all we can, not only to help you die peacefully, but also to live until you die.”*

*Dame Cicely Saunders*



Memory Tree

*Over 200 Individuals or Families Remember  
Their Loved Ones  
with a Card each year*

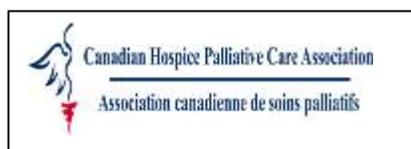
**In addition to the ongoing contributions of many community members,  
Grande Prairie Hospice Palliative Care Society is funded in part by**



# *Accomplishments*

- The City of Grande Prairie continues to provide support by funding us for the next four years and providing us with office space
- The County of Grande Prairie continues to support us with funding for the Community Hospice Service and Supports Program
- MD of Greenview provided funding for the Community Hospice Service and Supports Program
- A Community Supports Coordinator was hired enabling the Society to start work on the Volunteer Program
- GPHPCS worked with 21 Agencies, groups, churches, service clubs to determine what resources are available and to identify gaps for services and supports in the region
- 115 individuals from 12 communities participated in training specific to end-of-life care.
  - ❖ Partnered with Alberta Health Services we provided financial support for two *Learning Essential Approaches to Palliative Care (LEAP)* training sessions for 55 multidisciplinary medical staff from our region;
  - ❖ Held a community workshop, facilitated by Rayne Johnson (educator on End-of-Life issues and author) *Compassionate Contemplative End-of-Life Care* for 60 volunteers, community members and medical professionals
- Provided funding for 4 nurses to attend the Edmonton Palliative Care Conference
- Funding was provided to individuals who are palliative for specialized equipment and counseling.
- GPHPCS Executive Director continues to be a Board Member for the Alberta Hospice Palliative Care Association and Chairs the Governance Committee
- Program Director is on the Board of Directors for Seniors Outreach
- Numerous events were attended to raise awareness in the community about hospice palliative care
- GPHPCS Memory Tree was once again at the Festival of Trees. The tree provides opportunity to raise awareness about hospice palliative care but, more importantly, gives people a chance to hang a memorial card for a loved one. Thank you to our wonderful volunteers who helped us and to the QEII Foundation for their ongoing support.
- The Board continues to do Strategic Planning that continually moves the organization forward to reach their ***Vision: Expert end-of-life care will be available when needed in our community.***

*Thank you to the many individuals who made donations in Memory of loved ones over the past year. The money is used to help us provide education to healthcare professionals and volunteers who work with people who are palliative and their families. We also provide equipment and supports to Home Care and individuals to ensure they can live well until they die. We are humbled by the generosity of our community.*



**GRANDE PRAIRIE HOSPICE PALLIATIVE CARE SOCIETY**

Box 21215 Grande Prairie, AB T8V 6W7

Phone: 780-897-0066      [admin@gphospice.ca](mailto:admin@gphospice.ca)      [www.gphospice.ca](http://www.gphospice.ca)

Charitable Registration Number: 812288470RR0001



## REQUEST FOR DECISION

---

SUBJECT:	<b>Bylaw 15-755 / SW-27-72-1-W6</b>	REVIEWED AND APPROVED FOR SUBMISSION
SUBMISSION TO:	REGULAR COUNCIL MEETING	ACAO: DM    MANAGER: SAR
MEETING DATE:	November 24, 2015	GM: INT    PRESENTER: LD
DEPARTMENT:	INFRASTRUCTURE & PLANNING/PLANNING & DEVELOPMENT	LEGAL/ POLICY REVIEW: INT
FILE NO./LEGAL:	A15-011 / SW-27-72-1-W6	FINANCIAL REVIEW:
STRATEGIC PLAN:		

---

### RELEVANT LEGISLATION:

**Provincial (cite)** – *Municipal Government Act, Division 12, Bylaws, Regulations, Planning Bylaws 692 (1) - (9). In accordance with Section 692 of the Municipal Government Act (MGA), prior to giving Second Reading to a Bylaw, Council must hold a Public Hearing. Section 606 of MGA outlines the requirements for advertising, stating the Notice of the Bylaw must be published at least once a week for two consecutive weeks in at least one newspaper other publication circulating in the area to which the proposed bylaw relates and at least five days prior to the meeting, or mailed or delivered to every residence in the area to which the proposed Bylaw is to be held.*

**Council Bylaw / Policy (cite)** – *Municipal Development Plan Bylaw No. 03-397 December, 2003 (cite), Section 1, 1.2 Goals of the Plan, Section 3 Agriculture, and Section 4 Country Residential.*

Section 3.3.1: *'The development of non-agricultural uses on better agricultural lands will not be permitted, except where the Municipal District determines that the proposed use has no suitable alternative location, or the proposed location will utilize a limited amount of agricultural land and will not interfere with or negatively affect existing nearby agricultural uses or adjacent residential uses.'*

Section 3.3.2: *'The Municipal District may support the subdivision of better agricultural land where the proposed subdivision is for:*

*(b) A fragmented parcel.'*

Section 3.3.3: *'Where possible, subdivisions identified in 3.3.2 will be encouraged to locate on portions of a quarter section that are physically severed or are of lower agricultural capability.'*

Section 4.1: *'Country Residential Development are important components of the municipality's residential land use pattern with Plan Objectives being:*

*(a) To ensure that country residential developments are properly serviced and situated in appropriate locations.*

*(b) To meet the need and demand for properly serviced country residential lots throughout the Municipal District.*

*(c) To ensure that country residential development does not negatively impact on surrounding land uses or the Municipal District's infrastructure.'*

---

RECOMMENDED ACTION:

**MOTION: That Council give Second Reading to Bylaw No. 15-755, to re-designate the proposed 8.08 hectare ± (19.97 acre) area within SW-27-72-1-W6 from Agriculture (A) District to Country Residential One (CR-1) District.**

**MOTION: That Council give Third Reading to Bylaw No. 15-755, to re-designate the proposed 8.08 hectare ± (19.97 acre) area within SW-27-72-1-W6 from Agriculture (A) District to Country Residential One (CR-1) District.**

---

BACKGROUND / PROPOSAL:

The application was received from the landowner, Alva East Ltd. (Gerald Gunby), to re-designate the proposed 8.08 hectare (19.97 acre) area within SW 27-72-01-W6, located north of DeBolt, in Ward 6, from Agriculture (A) District to Country Residential One (CR-1) District. The parcel is vacant and re-designation would allow future development of a residential lot for the applicant's grandson.

In accordance with the Land Use Bylaw – Country Residential (CR-1) District, the maximum lot area is 4.0 hectares (10 acres). Further, the proposal includes approximately 3.2 hectares (7.9 acres +/-) of better agricultural land. To address this, the applicant feels the drainage running along the northwest boundary of the proposal fragments it from the remainder of the quarter. The cultivated acres provides better options for development including the ability to meet the setback requirements for a pumpout sewer. The applicant would utilize the existing approach for access.

ATCO Electric responded that they will be approaching the landowner for the purpose of acquiring an 8-meter power line right of way along the west boundary of the quarter. The Manager of Environmental Services advises that he has no concerns with this application and no other comments were received.

---

OPTIONS – BENEFITS / DISADVANTAGES:

**Option – 1.** That Council consider the information from the Public Hearing and grant Second and Third Readings to Bylaw No. 15-755.

**Option - 2.** That Council Table Bylaw No. 15-755, for further discussion or information.

**Option - 3.** That Council consider the information from the Public Hearing and defeat Second Reading to Bylaw No. 15-755.

**Benefits** – The benefit is that an additional residence may be established within the community.

**Disadvantages** – The disadvantage is that the opportunity may exist for conflict with surrounding Land Uses.

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#### COSTS / SOURCE OF FUNDING:

The application has been endorsed by the landowner(s), and the applicable fees have been received on Receipt Number 211941.

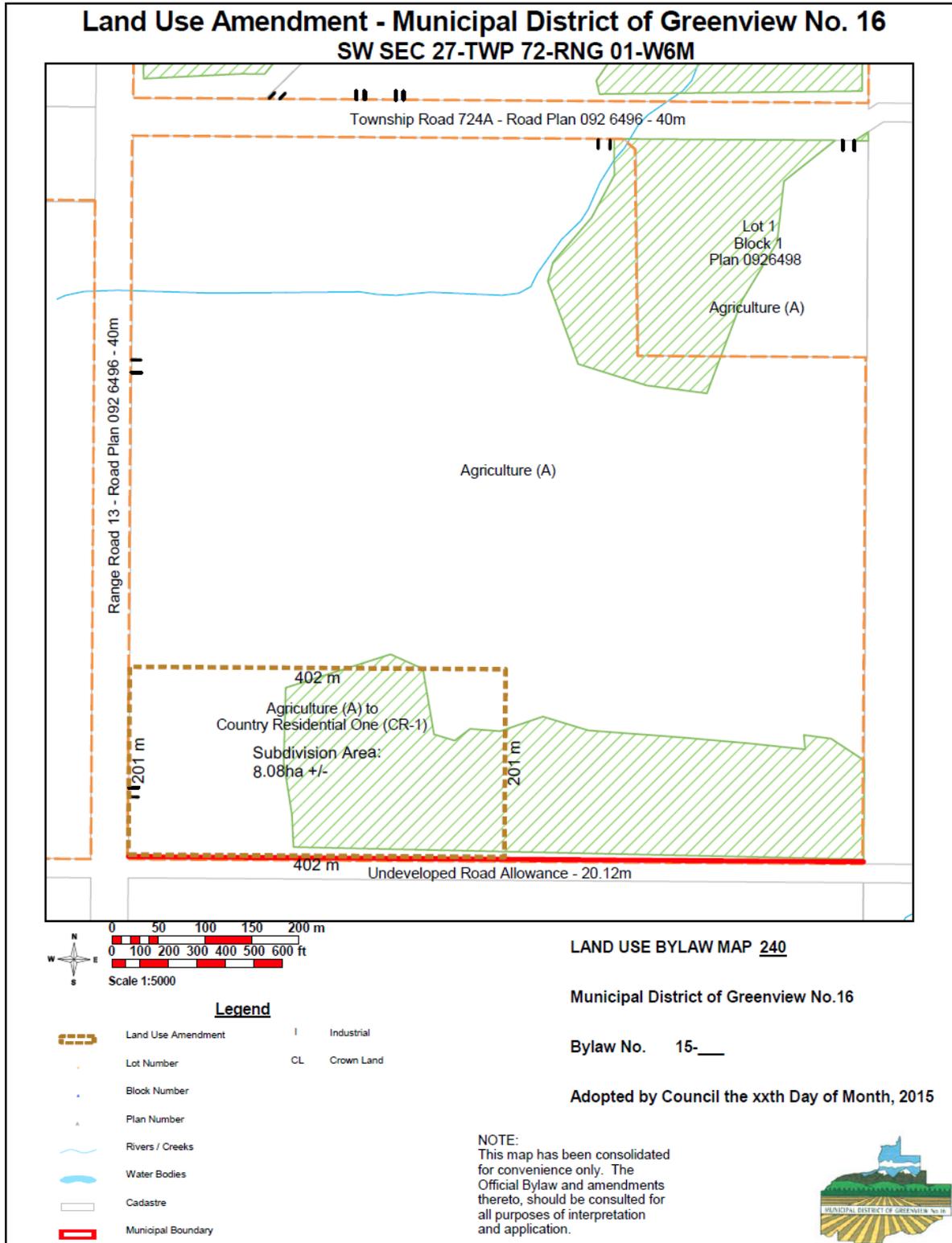
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#### ATTACHMENT(S):

- Schedule 'A' – Application & Sketch
- Schedule 'B' – Location Map
- Schedule 'C' – Farmland Report and Map
- Schedule 'D' – Referral Responses
- Schedule 'E' – Bylaw 15-755

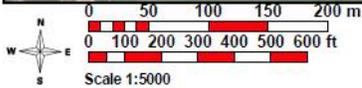


Schedule 'A' – Application and Sketch



Schedule 'A' – Application and Sketch

**Land Use Amendment - Municipal District of Greenview No. 16**  
**SW SEC 27-TWP 72-RNG 01-W6M**



**Legend**

	Land Use Amendment		Industrial
	Lot Number		CL Crown Land
	Block Number		
	Plan Number		
	Rivers / Creeks		
	Water Bodies		
	Cadastre		
	Municipal Boundary		

LAND USE BYLAW MAP 240

Municipal District of Greenview No.16

Bylaw No. 15-\_\_

Adopted by Council the xxth Day of Month, 2015





# MUNICIPAL DISTRICT OF GREENVIEW No. 16

## Schedule 'B' – Owner Location Map

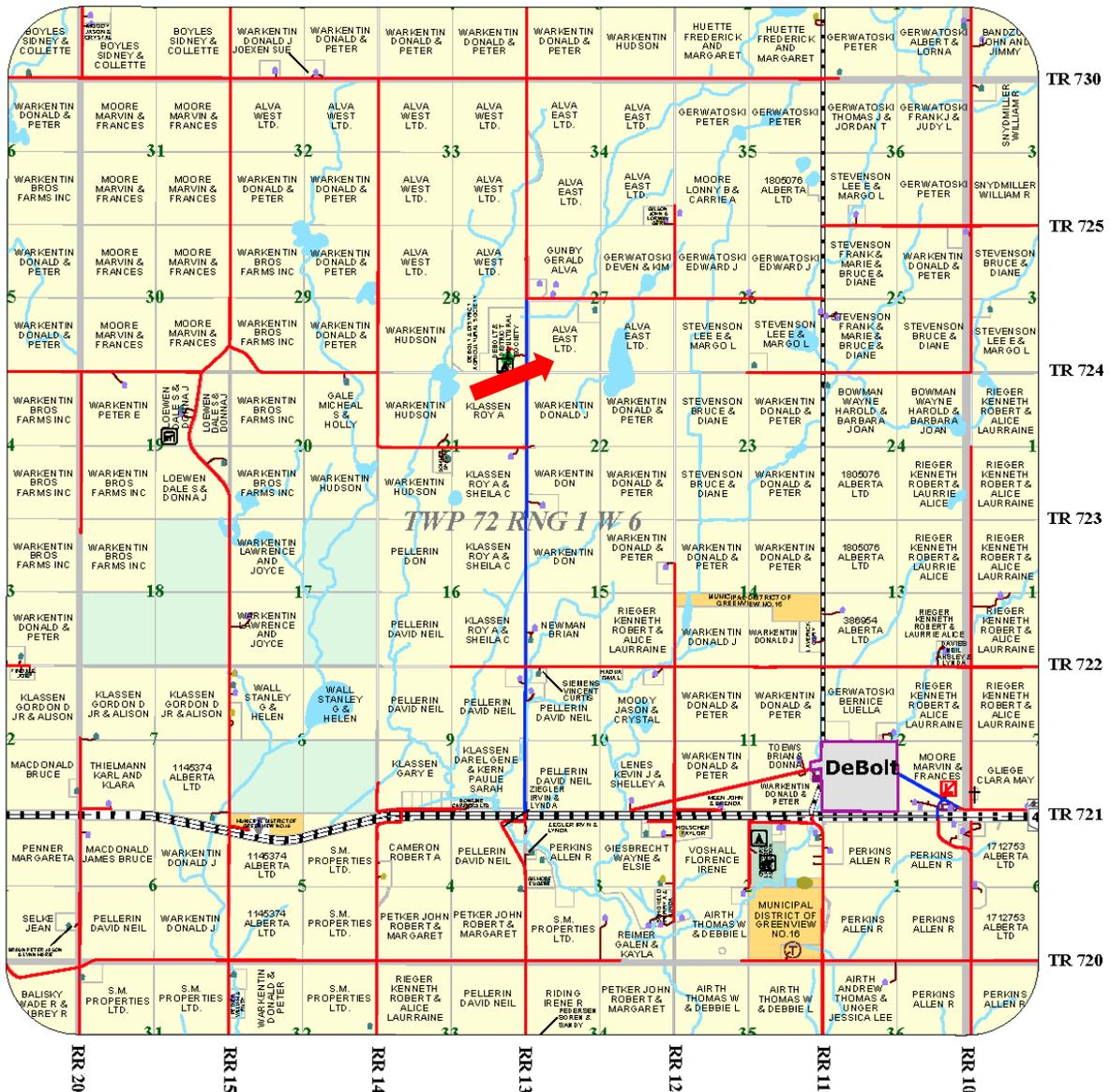
FILE NO. A15-011  
APPLICANT: ALVA EAST LTD.

LEGAL LOCATION: SW-27-72-1-W6  
LANDOWNER: ALVA EAST LTD.

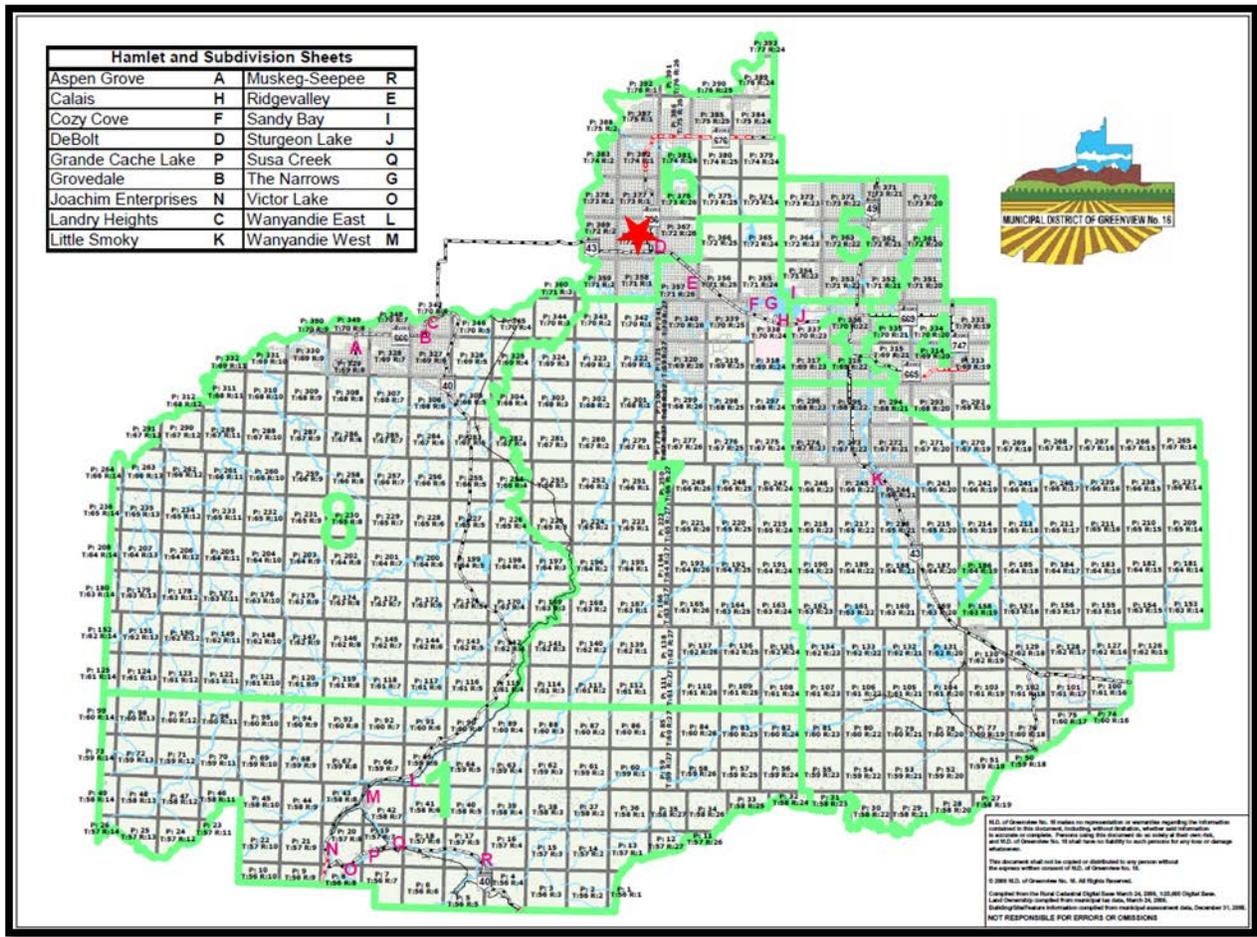
Township 72, Range 1



# M.D. of Greenview No. 16



# Schedule 'B' – Owner Location Map





# MUNICIPAL DISTRICT OF GREENVIEW No. 16

## Schedule 'C' – Farmland Report and Map

FILE NO. A15-011  
 APPLICANT: ALVA EAST LTD.

LEGAL LOCATION: SW-27-72-1-W6  
 LANDOWNER: ALVA EAST LTD.

### PROPOSED LAND USE AMENDMENT

## Farmland Calculation Report

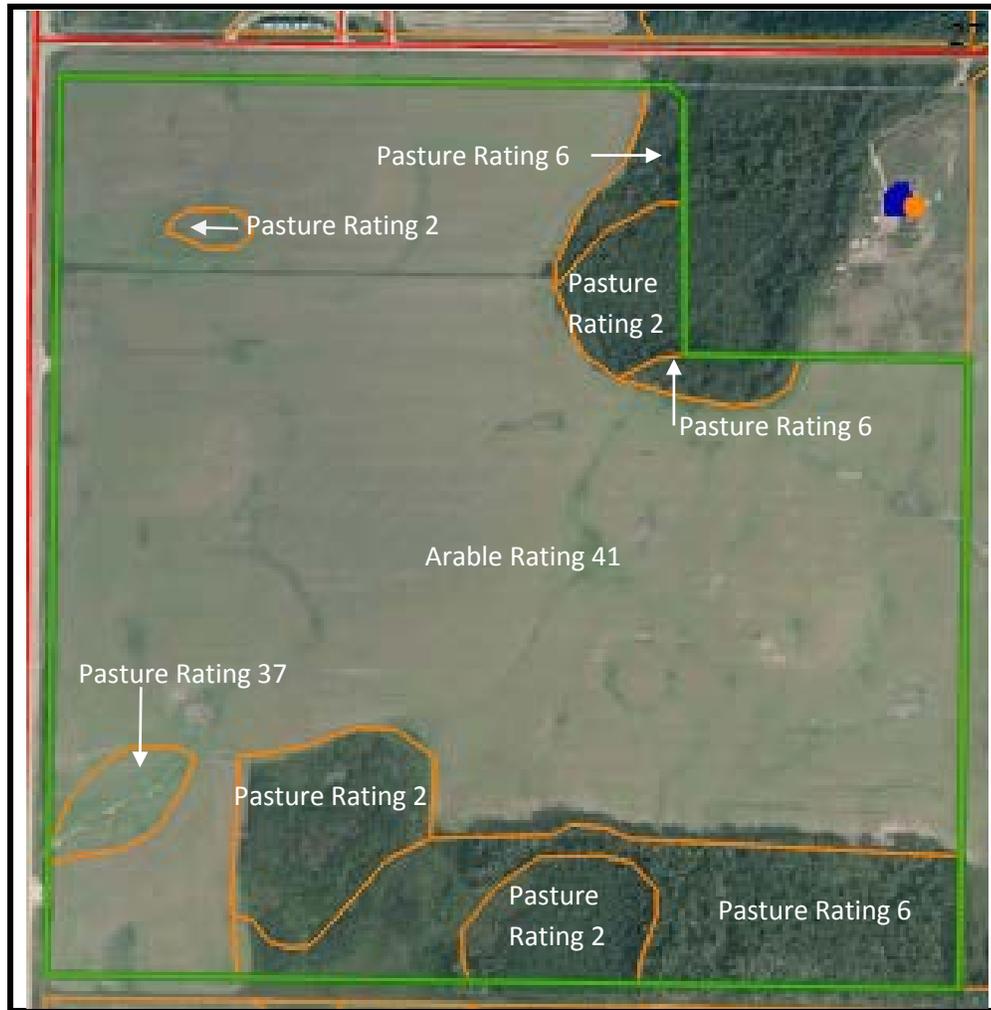
Year of General Assessment: 2014

<b>Roll: 39449</b>	<b>Alt. Key:</b>	GRANDE PRAIRIE	35 miles	88%
<b>Legal: SW-27-72-1-6</b>			Access:	100%
<b>Agroclimatic Zone: 21 2H-PR</b>	<b>Photo: 72016</b>	<b>Type:</b>	<b>Net Location:</b>	88%

No:	Acres	Soil	GL	Dryland Arable		Adjusted Rating: 37.0%		
				Surface	Subsoil	Texture	NPR	ICP
No: 1	40.00	62	GL	Group	Surface	Subsoil	Texture	NPR
	50 DBO	11 DEBOLT GL	GL 55	AP0-1	-2 HC	-12 SIL	-3	38.0
	50 DBO	22 DEBOLT GL	GL 55	AP1	-3 HC	-12 SILCL	-4	36.0
Adjusted Rating: 37.0								
	64 Flooding	1 FD1		50	100%	-3.0	0.0	
	71 Topography	6 U		50	100%	0.0	-1.0	
	72 Stone Cover	21 S0-S1 (avg)		50	100%	0.0	-1.5	
	73 Miscellaneous	2 Irreg. / Size		1	100%	0.0	-1.0	
-3.0 -3.5								
Group ID: 138032951 40.00 Acres x 350.0 Acres x 1.0000 x 30.5% =								
No: 2	60.00	42	DG	Group	Surface	Subsoil	Texture	NPR
	50 ESH	12 ESHER DG	DG 70	AP0-1	-2 CHCS	-11 SILCL	0	57.0
	50 ESH	22 ESHER DG	DG 70	AP1	-4 CHCS	-11 SILCL	0	55.0
Adjusted Rating: 56.0								
	44 Poorly Drained	1 P0-P1 (avg)		50	100%	-4.0	0.0	
	64 Flooding	1 FD1		50	100%	-3.0	0.0	
	71 Topography	4 GU		50	100%	0.0	0.0	
	72 Stone Cover	20 S0		50	100%	0.0	0.0	
	73 Miscellaneous	2 Irreg. / Size		1	100%	0.0	-1.0	
-7.0 -1.0								
Group ID: 138032951 60.00 Acres x 350.0 Acres x 1.0000 x 48.0% =								
Group Summary: 100.00 Acres 41.0%								
No: 3	7.00	80	Pasture	Dryland Pasture				
	10 Soil Group	42 DG		50	60%	0.0	0.0	
	10 Soil Group	62 GL		50	40%	0.0	0.0	
	82 Improved	10 10 Ac/AU		50	100%	37.0	0.0	
	99 Description	22 Obstacles/Size		50	100%	0.0	0.0	
37.0 0.0								
Group ID: 138032952 7.00 Acres x 350.0 Acres x 1.0000 x 37.0% =								
No: 4	12.86	80	Pasture	Dryland Pasture				
	81 Native	60 60 Ac/AU		50	100%	6.0	0.0	
	99 Description	9 Trees		50	100%	0.0	0.0	
6.0 0.0								
Group ID: 138032953 12.86 Acres x 350.0 Acres x 1.0000 x 6.0% =								
No: 5	16.08	80	Pasture	Dryland Pasture				
	81 Native	99 100+ Ac/AU		50	100%	2.0	0.0	
	99 Description	4 Muskeg		50	100%	0.0	0.0	
2.0 0.0								
Group ID: 138032954 16.08 Acres x 350.0 Acres x 1.0000 x 2.0% =								

Areas	Asmt Code	Areas
Parcel: 135.94	300 100%	Arable Dry: 100.00
@ F/L Rates: 135.94		Arable Irr: 0.00
		Pasture Dry: 35.94
		Pasture Irr: 0.00
		Waste: 0.00

Schedule 'C' – Farmland Report and Map





# MUNICIPAL DISTRICT OF GREENVIEW No. 16

## Schedule D' – Referral Responses

**From:** [LandInquiries@atcoelectric.com](mailto:LandInquiries@atcoelectric.com)  
**To:** [Jenny Cornelsen](#)  
**Subject:** AEL2015-1147 A15-011 Notice to Referral Agencies  
**Date:** September 23, 2015 10:44:25 AM  
**Attachments:** [AEL2015-1147 Markup.pdf](#)

---

Good Morning Jenny,

*ATCO Electric Ltd. has received notification of proposed subdivision and wishes to advise that existing power line facilities will be impacted by this change.*

*ATCO Electric Ltd will be approaching the landowner for the purpose of acquiring a Power Line Right of Way on all facilities directly affected by this subdivision.*

*ATCO Electric Ltd will register the Power Line Right of Way on title, in the form of a caveat. Preparation, acquisition and registration of the caveat will be the sole responsibility of ATCO Electric Ltd. The landowner shall not be responsible for any costs related to the aforementioned process.*

*For your reference, please find attached sketch plan identifying power line Right of Way requirements.*

**Rita Klasson**

Land Administrator|Land Administration

ATCO *Electric* | Distribution |Land Management

18th Floor CWB |10303 Jasper Avenue, Edmonton, AB T5J 5C3

Phone: (780) 508-4688

Mailing Address:

ATCO Electric Ltd. 10035 – 105 Street, Edmonton, AB T5J 2V6

Attn: Rita Klasson - 18CWB



## Schedule 'D' – Referral Responses

**From:** [Gary Couch](#)  
**To:** [Jenny Cornelsen](#); [Rebecca Traquair](#); [jack.mcnaughton@gov.ab.ca](mailto:jack.mcnaughton@gov.ab.ca); [James Proudfoot](#); [marsha.trites-russel@gov.ab.ca](mailto:marsha.trites-russel@gov.ab.ca); [Tony Winia](#); [Rita Klasson](#); [Bill Harder](#); [Quentin Bochar](#); [PWSDPlan@pwsd76.ab.ca](mailto:PWSDPlan@pwsd76.ab.ca); [ravi.mohammed@telus.com](mailto:ravi.mohammed@telus.com)  
**Subject:** RE: A15-011 Notice to Referral Agencies  
**Date:** September 8, 2015 3:12:52 PM

---

Good Afternoon,

I have no concerns with this

Thanks

Gary Couch  
Manager, Environmental Services

Schedule 'D' – Referral Responses

2015-10-29 05:41 EASTSMOKYGASCOOP

1780957254 >>

780 524-4307

P 2/3



MUNICIPAL DISTRICT OF GREENVIEW NO. 16

NOTICE TO REFERRAL AGENCIES - PUBLIC HEARING

OWNER: ALVA EAST LTD.  
 APPLICANT: ALVA EAST LTD.  
 LEGAL: SW-27-72-1-W6

FILE NO. A15-011

FAXED: October 28, 2015

PROPOSED LAND USE AMENDMENT: A - AGRICULTURE District to CR-1 - COUNTRY RESIDENTIAL ONE District

Please be advised that a Public Hearing has been scheduled for the above-mentioned Land Use Bylaw **and subsequent Subdivision**. The purpose of the application is to rezone from AGRICULTURE (A) to COUNTRY RESIDENTIAL ONE (CR-1). The Hearing is scheduled for:

**10:00 a.m. on November 24, 2015,  
 in the Council Chambers, M.D. Administration Office, Valleyview, Alberta.**

If you wish to attend the Public Hearing or have any concerns with the application, please notify me **prior to noon on November 16, 2015. Your previous comments will be reviewed at the Public Hearing.**

If you have any questions or concerns, please call Sally Ann Rosson at the number provided.

Additional Comments: *No Concerns*  
 RECEIVED OCT 28 2015

NOTE: Comments received may be deemed public information.

NAME (PLEASE PRINT) *Sally Ann Rosson*

SIGNATURE *[Signature]*

Please check box for corresponding referral agency

Circulated to:

- M.D. General Manager, Infrastructure & Planning - Grant Gyurkovits - Email: grant.gyurkovits@mdgreenview.ab.ca
- M.D. Manager, Construction & Maintenance - Kevin Sklapsky - Email: kevin.sklapsky@mdgreenview.ab.ca
- M.D. Construction Project Supervisor - Chad McMillan - Email: chad.mcmillan@mdgreenview.ab.ca
- M.D. Manager, Agricultural Services - Quentin Bochar - Email: quentin.bochar@mdgreenview.ab.ca
- M.D. Manager, Environmental Services - Gary Couch - Fax: (780) 524-4432 - Email: gary.couch@mdgreenview.ab.ca
- M.D. Roads Supervisor West - Dennis Loewen - Fax: (780) 539-7711 - Email: Dennis.Loewen@mdgreenview.ab.ca
- Alberta Culture and Tourism (CT) - Rebecca Traquair - Fax: - Email: Historical.Lup@gov.ab.ca
- Alberta Environment and Parks (AEP) - Jack McNaughton - Fax: (780) 624-6180 - Email: Jack.McNaughton@gov.ab.ca
- Alberta Environment and Parks (AEP) - James Proudfoot - Fax: (780) 538-5522 - Email: James.Proudfoot@gov.ab.ca

Administration Office	Operations Building	Family & Community Support Services	Grovedale Sub-Office	Grande Cache Sub-Office
Box 1079, 4806-36 Ave Valleyview, AB T0H 3N0 Phone: 780.524.7600 Fax: 780.524.4307	Box 1079, 4802-36 Ave Valleyview, AB T0H 3N0 Phone: 780.524.7602 Fax: 780.524.5237	Box 1079, 4707-50th Street Valleyview, AB T0H 3N0 Phone: 780.524.7603 Fax: 780.524.4130	Box 404, Lot 9, Block 1, Plan 0728786, Grovedale, AB T0H 1X0 Phone: 780.539.7337 Fax: 780.539.7711	Box 214, 10028-99st Street Grande Cache, AB T0E 0Y0 Phone: 780.827.5155 Fax: 780.827.5143
Toll Free 1.888.524.7601				www.mdgreenview.ab.ca





# BYLAW No. 15-755

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 No. 03-396, being the Land Use Bylaw for the Municipal District of Greenview No. 16

**PURSUANT TO** Section 692 of the Municipal Government Act, being Chapter M-26, R.S.A. 2000, as Amended, the Council of the Municipal District of Greenview No. 16, duly assembled, enacts as follows:

1. That Map No. 240 in the Land Use Bylaw, being Bylaw No. 03-396, be added to reclassify the following area:

All that Portion of the  
Southwest (SW) Quarter of Section Twenty-Seven (27)  
Within Township Seventy-Two (72)  
Range One (1) West of the Sixth Meridian (W6M)

As identified on Schedule "A" attached.

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

Read a first time this 27th day of October, A.D., 2015.

Read a second time this \_\_\_ day of \_\_\_\_\_, A.D., 2015.

Read a third time and passed this \_\_\_ day of \_\_\_\_\_, A.D., 2015.

\_\_\_\_\_  
REEVE

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER

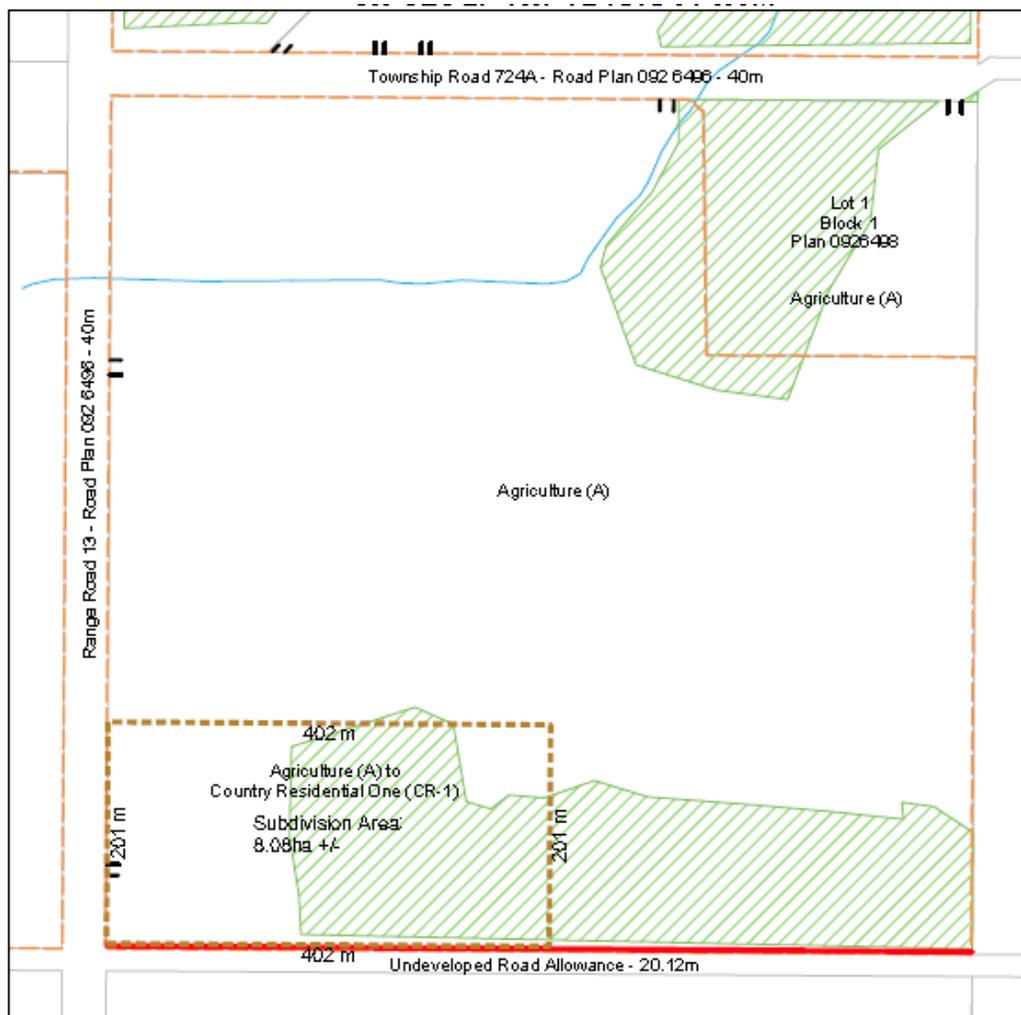
## SCHEDULE "A"

To Bylaw No. 15-755

### MUNICIPAL DISTRICT OF GREENVIEW NO. 16

All that Portion of the  
Southwest (SW) Quarter of Section Twenty-Seven (27)  
Within Township Seventy-Two (72)  
Range One (1) West of the Sixth Meridian (W6M)

Is reclassified from Agriculture (A) District to Country Residential One (CR1) District as identified below:





## REQUEST FOR DECISION

---

SUBJECT:	<b>Bylaw 15-756 / Lot 9, Block 3, Plan 1273HW</b>	REVIEWED AND APPROVED FOR SUBMISSION
SUBMISSION TO:	REGULAR COUNCIL MEETING	ACAO: DM      MANAGER: SAR
MEETING DATE:	November 24, 2015	GM: INT      PRESENTER: LD
DEPARTMENT:	INFRASTRUCTURE & PLANNING/PLANNING & DEVELOPMENT	LEGAL/ POLICY REVIEW: INT
FILE NO./LEGAL:	A15-012 / Lot 9 Block 3 Plan 1273HW	FINANCIAL REVIEW:
STRATEGIC PLAN:		

---

### RELEVANT LEGISLATION:

**Provincial (cite)** – *Municipal Government Act, Division 12, Bylaws, Regulations, Planning Bylaws 692 (1) - (9). In accordance with Section 692 of the Municipal Government Act (MGA), prior to giving Second Reading to a Bylaw, Council must hold a Public Hearing. Section 606 of MGA outlines the requirements for advertising, stating the Notice of the Bylaw must be published at least once a week for two consecutive weeks in at least one newspaper other publication circulating in the area to which the proposed bylaw relates and at least five days prior to the meeting, or mailed or delivered to every residence in the area to which the proposed Bylaw is to be held.*

**Council Bylaw / Policy (cite)** – *Municipal Development Plan Bylaw No. 03-397 December, 2003 (cite), Section 1, 1.2 Goals of the Plan, Section 5 - Settlement:*

*“5.2.2 Hamlet development may occur as infilling of vacant sites, rehabilitation of deteriorating buildings, relocation and redevelopment of inappropriate uses, or a hamlet expansion. Each of the above hamlet growth options will be considered on its own merits.*

*5.2.4 Within hamlets the following types of development shall be encouraged by the Municipal District:*

- (a) residential uses, including single family dwellings and manufactured homes;*

*5.2.5 In order to ensure that future hamlet development is compatible with existing uses, the Municipal District shall ensure that adequate distance separations or buffers are provided between residential and non-residential uses.*

*5.2.7 Residential lot sizes in hamlets should be urban in nature and should be serviced with municipal water and sewer services where available.”*

---

RECOMMENDED ACTION:

**MOTION: That Council give Second Reading to Bylaw No. 15-756, to re-designate Lot 9 Block 3 Plan 1273HW from Hamlet Commercial (HC) District to Hamlet Residential (HR) District.**

**MOTION: That Council give Third Reading to Bylaw No. 15-756, to re-designate Lot 9 Block 3 Plan 1273HW from Hamlet Commercial (HC) District to Hamlet Residential (HR) District.**

---

BACKGROUND / PROPOSAL:

The application was received from Chester Wathen, the owner of Lot 9, Block 3, Plan 1273HW, which is located in the Hamlet of DeBolt, Ward 6. Mr. Wathen proposes to rezone the 7500 square foot ± (696.77 square metre) lot from Hamlet Commercial (HC) District to Hamlet Residential (HR) District as per attached Schedule 'A', to allow for future residential development.

The site is a vacant grassed lot with water and sewer services available at the front boundary. A paved access is available to the lot.

The initial referrals were circulated as per Schedule 'D', with comments received from Alberta Transportation and ATCO Electric indicating there were no concerns. MD Manager, Environmental Services, Gary Couch, advises that the developer must open a utility account with the MD and pay a connection fee for the services. The service installation is subject to inspection prior to backfilling, and installation must be done to the MD's standards using acceptable materials.

---

OPTIONS – BENEFITS / DISADVANTAGES:

**Option – 1.** That Council consider the information from the Public Hearing and grant Second and Third Readings to Bylaw No. 15-756.

**Option - 2.** That Council Table Bylaw No. 15-756, for further discussion or information.

**Option - 3.** That Council consider the information from the Public Hearing and defeat Second Reading to Bylaw No. 15-756.

**Benefits** – The benefit is that future residences may be established within the community.

**Disadvantages** – The disadvantage is that an opportunity may exist for conflict with surrounding Land Uses.

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**COSTS / SOURCE OF FUNDING:**

The application has been endorsed by the landowner(s), and the applicable fees have been received on Receipt Number 212175.

---

**ATTACHMENT(S):**

- Schedule 'A' – Application & Sketch
- Schedule 'B' – Location Map
- Schedule 'C' – Farmland Report and Map
- Schedule 'D' – Referral Responses
- Schedule 'E' – Bylaw 15-756



# MUNICIPAL DISTRICT OF GREENVIEW No. 16

## Schedule 'A' – Application and Sketch



**LAND USE AMENDMENT APPLICATION – FORM A**

**Municipal District of Greenview**

4806 – 36 Avenue, Box 1079, Valleyview AB T0H 3N0  
 T 780.524.7600 F 780.524.4307 Toll Free 1.866.524.7608  
[www.mdgreenview.ab.ca](http://www.mdgreenview.ab.ca)

FOR ADMINISTRATIVE USE	
LUP #/AD #/ID	BYLAW NO.
6	
APPLICATION NO.	
A15-012	
RECEIPT NO.	
212175	
ROLL NO.	
40304	
RFLA RATING	
N/A	

NAME OF APPLICANT(S) <b>CHESTER WATHEN</b>		NAME OF REGISTERED LANDOWNER <b>CHESTER WATHEN</b>	
ADDRESS <b>RR 1</b>		ADDRESS	
<b>DEBOLT, AB</b>			
POSTAL CODE	TELEPHONE (Res.)	(Bus.)	
<b>TCH 1B0</b>	<b>780-518-3119</b>		

<b>Legal description of the land affected by the proposed amendment</b>								
QTR./L.S.	SEC	TWP.	RG.	M.	OR	REGISTRATION PLAN NO.	BLOCK	LOT
						<b>1273 HW</b>	<b>3</b>	<b>9</b>

Land Use Classification for Amendment Proposed:

FROM: <b>HAMLET INDUSTRIAL</b>	TO: <b>HAMLET RESIDENTIAL</b>
--------------------------------	-------------------------------

Reasons Supporting Proposed Amendment:

<b>FOR RESIDENTIAL PURPOSES.</b>
----------------------------------

**Physical Characteristics:**

Describe Topography: <b>FLAT</b>	Vegetation: <b>GRASS</b>	Soil: <b>CLAY</b>
----------------------------------	--------------------------	-------------------

**Water Services:**

Existing Source: <b>N/A</b>	Proposed Water Source: <b>HAMLET SERVICING</b>
-----------------------------	--

**Sewage Services:**

Existing Disposal: <b>N/A</b>	Proposed Disposal: <b>HIS SERVICING</b>
-------------------------------	---

**Approach(s) Information:**

Existing: <b>YES</b>	Proposed: <b>N/A</b>
----------------------	----------------------

We have enclosed the required Application Fee of \$ 800.00.

Date: AUGUST 25, 2015 Applicant(s) \_\_\_\_\_

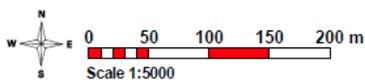
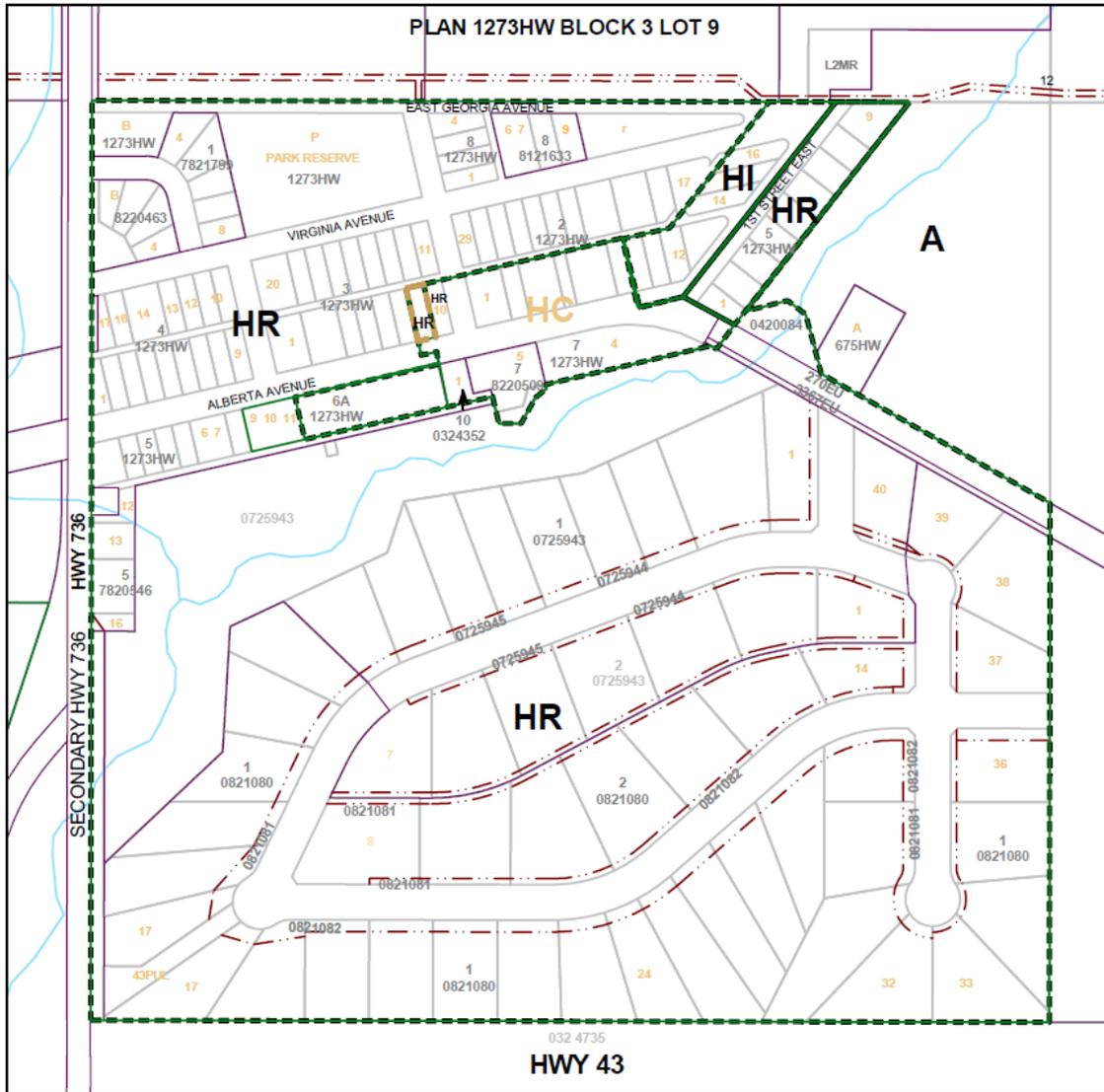
Date: \_\_\_\_\_ Registered Landowner(s): Chester Wathen

**NOTE: Registered Landowner(s) Signatures required if different from Applicant.**

Any personal information that the Municipal District of Greenview may collect on this form is in compliance with Section 33 of the Freedom of Information and Protection of Privacy Act. The information collected is required for the purpose of carrying out an operating program or activity of the Municipality, in particular for the purpose of our Development program. If you have any questions about the collection please contact the Freedom of Information and Protection of Privacy Coordinator at 780-524-7600.

Schedule 'A' – Application and Sketch

**Land Use Amendment - Municipal District of Greenview No. 16**  
**SW SEC 12 - TWP 72 - RNG 1 - W6M**



**Legend**

	Land Use Amendment	HR	Hamlet Residential
	Lot Number	HC	Hamlet Commercial
	Block Number	HI	Hamlet Industrial
	Plan Number	A	Agriculture
	Rivers / Creeks		
	Water Bodies		
	Cadastrate		
	Municipal Boundary		

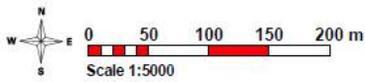
**LAND USE BYLAW MAP 6**  
**Municipal District of Greenview No.16**  
**Bylaw No. 94-13**  
**Adopted by Council the 7 day of August, 1979**  
**Bylaw No. 07-552**  
**Adopted by Council the 13 day of December, 2007**  
**Bylaw No. 15-750**  
**Adopted by Council the xx day of October, 2015**  
**Bylaw No. 15-7**  
**Adopted by Council the xx day of November, 2015**

NOTE:  
 This map has been consolidated for convenience only. The Official Bylaw and amendments thereto, should be consulted for all purposes of interpretation and application.



Schedule 'A' – Application and Sketch

Land Use Amendment - Municipal District of Greenview No. 16  
SW SEC 12 - TWP 72 - RNG 1 - W6M



**Legend**

	Land Use Amendment	HR	Hamlet Residential
	Lot Number	HC	Hamlet Commercial
	Block Number	HI	Hamlet Industrial
	Plan Number	A	Agriculture
	Rivers / Creeks		
	Water Bodies		
	Cadastre		
	Municipal Boundary		

**LAND USE BYLAW MAP 6**  
Municipal District of Greenview No.16  
Bylaw No. 94-13  
Adopted by Council the 7 day of August, 1979  
Bylaw No. 07-552  
Adopted by Council the 13 day of December, 2007  
Bylaw No. 15-750  
Adopted by Council the xx day of October, 2015  
Bylaw No. 15-7  
Adopted by Council the xx day of November, 2015

NOTE:  
This map has been consolidated for convenience only. The Official Bylaw and amendments thereto, should be consulted for all purposes of interpretation and application.





# MUNICIPAL DISTRICT OF GREENVIEW No. 16

## Schedule 'B' – Owner Location Map

FILE NO. A15-012

LEGAL LOCATION: SW-12-72-1-W6

PLAN 1273HW, BLOCK 3, LOT 9

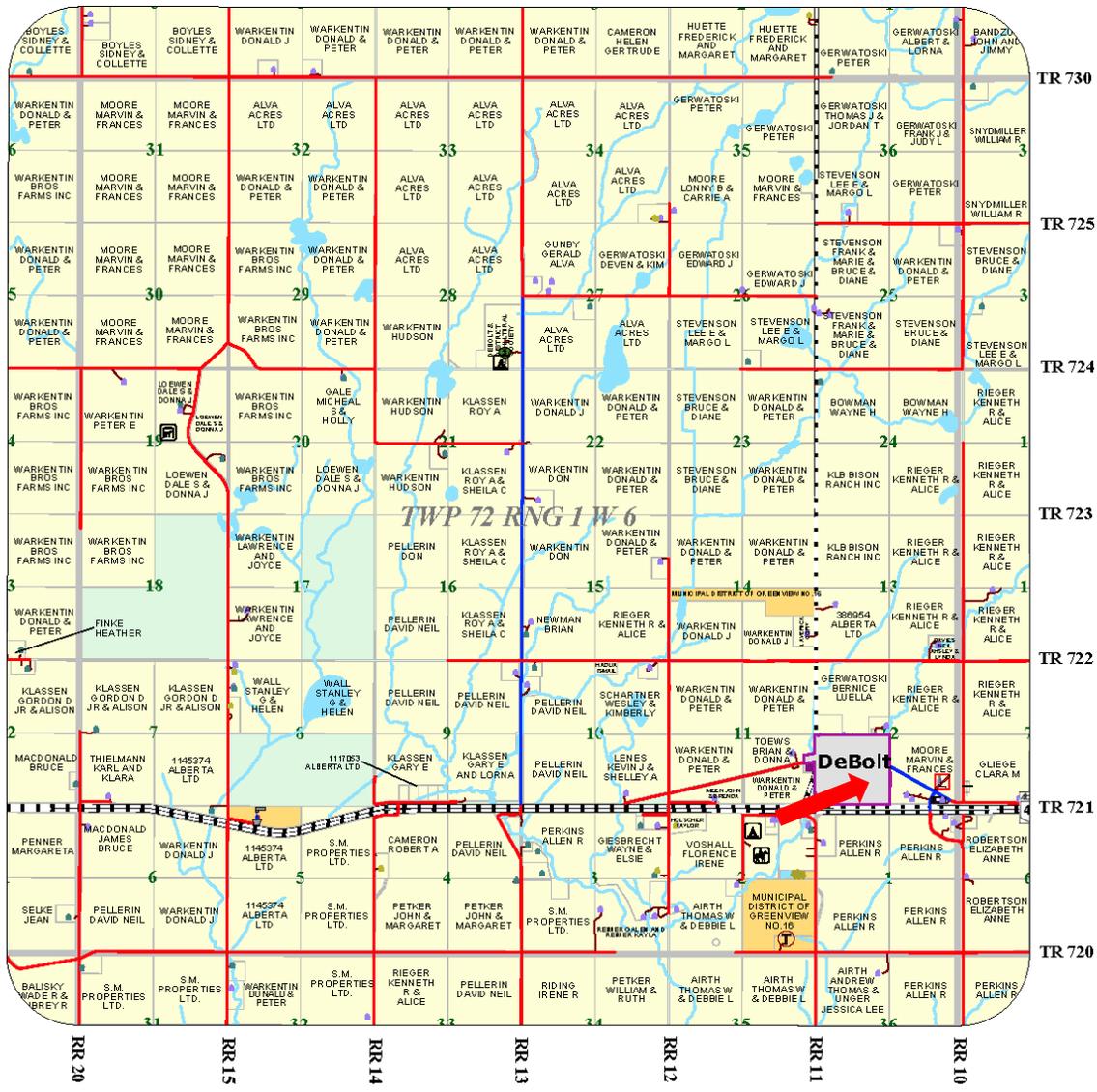
APPLICANT: CHESTER WATHEN

LANDOWNER: CHESTER WATHEN

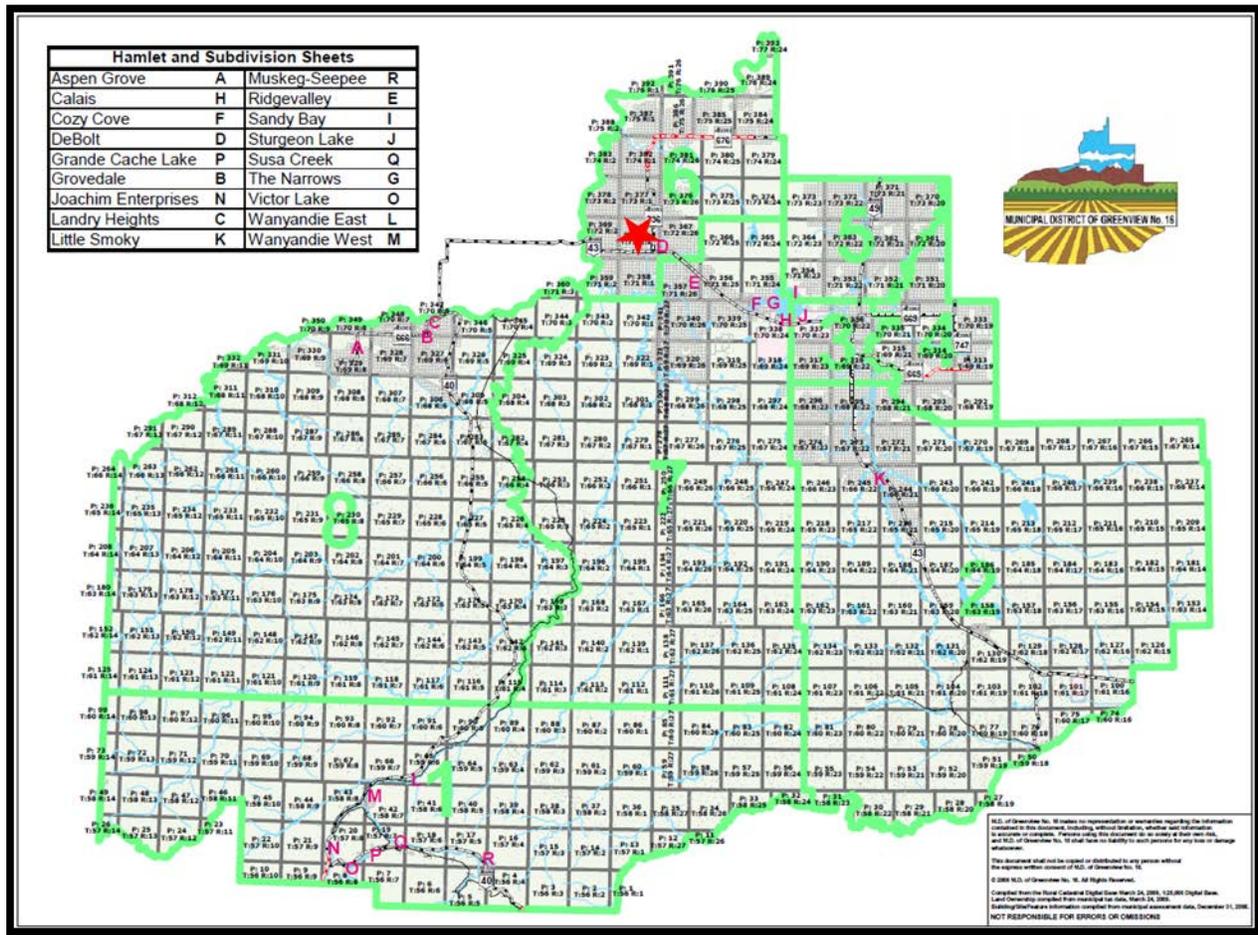
Township 72, Range 1



# M.D. of Greenview No. 16



## Schedule 'B' – Owner Location Map





# MUNICIPAL DISTRICT OF GREENVIEW No. 16

## Schedule 'C' – Farmland Report and Map

FILE NO. A15-012

LEGAL LOCATION: SW-12-72-1-W6

APPLICANT: CHESTER WATHEN

PLAN 1273HW, BLOCK 3, LOT 9

LANDOWNER: CHESTER WATHEN

FARMLAND REPORT NOT APPLICABLE FOR THIS PARCEL





# MUNICIPAL DISTRICT OF GREENVIEW No. 16

## Schedule D' – Referral Responses



Room 1401, 10320 - 99 St  
Grande Prairie, AB T8V 6J4  
Phone: (780) 538-5310  
Fax: (780) 538-5384

September 28, 2015

Our Ref: 72-1-6

Municipal District of Greenview No. 16  
Box 1079, 4806 – 36 Ave  
Valleyview, Alberta  
T0H 3N0

**Proposed Land Use Amendment Hamlet Commercial to Hamlet Residential  
Lot 9, Block 3, Plan 1273HW within the SW 12-72-1-W6M  
Highway 43, Hamlet of Debolt  
Wathen**

**File: A15-012**

Thank you for referring the proposed land use amendment to Alberta Transportation for review and comment.

Alberta Transportation has no particular concerns with the proposed Land Use Amendment Hamlet Commercial to Hamlet Residential (HC toHR).

Yours truly,

Gerry Benoit  
Development and Planning Technologist

## Schedule 'D' – Referral Responses

**From:** [LandInquiries@atcoelectric.com](mailto:LandInquiries@atcoelectric.com)  
**To:** [Jenny Cornelsen](#)  
**Subject:** AEL2015-1148 - A15-012 Wathen Notice to Referral Agencies  
**Date:** September 23, 2015 10:47:14 AM

---

Good Morning Jenny,

ATCO Electric has no comments or concerns with this application.

Thank you.

*Rita Klasson*

Land Administrator|Land Administration

**ATCO Electric | Distribution | Land Management**

18th Floor CWB |10303 Jasper Avenue, Edmonton, AB T5J 5C3

Phone: (780) 508-4688

Mailing Address:

ATCO Electric Ltd. 10035 – 105 Street, Edmonton, AB T5J 2V6

Attn: Rita Klasson - 18CWb

**From:** [Gary Couch](#)  
**To:** [Jenny Cornelsen](#)  
**Subject:** RE: A15-012 Wathen Notice to Referral Agencies  
**Date:** September 8, 2015 3:20:05 PM

---

This application is subject to a connection fee for services, service installation subject to inspection prior to backfilling, and must build to our standards using acceptable materials. Developer responsible to bring roads and MD property back to original (ie. Pavement, ...). Must apply for an account as well

Gary Couch  
Manager, Environmental Services

Schedule 'D' – Referral Responses



5-10-29 05:40 EASTSMOKYGASCOOP

1780957254 >>

780 524-4307

P 1/3



MUNICIPAL DISTRICT OF GREENVIEW No. 16

**NOTICE TO REFERRAL AGENCIES - PUBLIC HEARING**

**OWNER:** CHESTER WATHEN  
**APPLICANT:** CHESTER WATHEN  
**LEGAL:** SW-12-72-1-W6 Lot 9, Block 3, Plan 1273HW

**FILE NO. A15-012**  
**FAXED: October 28, 2015**

**PROPOSED LAND USE AMENDMENT: HC - HAMLET COMMERCIAL District to HR - HAMLET RESIDENTIAL District**

Please be advised that a Public Hearing has been scheduled for the above-mentioned Land Use Bylaw *and subsequent Subdivision*. The purpose of the application is to rezone from HAMLET COMMERCIAL (HC) to HAMLET RESIDENTIAL (HR). The Hearing is scheduled for:

**10:00 a.m. on November 24, 2015,  
 in the Council Chambers, M.D. Administration Office, Valleyview, Alberta.**

If you wish to attend the Public Hearing or have any concerns with the application, please notify me **prior to noon on November 16, 2015. Your previous comments will be reviewed at the Public Hearing.**

If you have any questions or concerns, please call Sally Ann Rosson at the number provided.

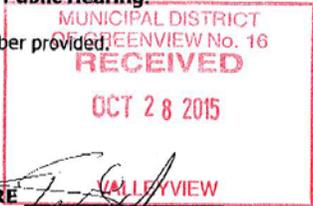
**Additional Comments:** *No concerns*

RECEIVED OCT 28 2015

NOTE: Comments received may be deemed public information.

**NAME (PLEASE PRINT)** *Sally Ann Rosson*

**SIGNATURE** *[Signature]* VALLEYVIEW

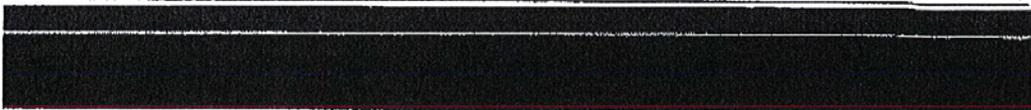


**Please check box for corresponding referral agency**

Circulated to:

- M.D. General Manager, Infrastructure & Planning - Grant Gyurkovits - Email: grant.gyurkovits@mdgreenview.ab.ca
- M.D. Manager, Construction & Maintenance - Kevin Sklapsky - Fax: (780) 524-4432 - Email: kevin.sklapsky@mdgreenview.ab.ca
- M.D. Construction Project Supervisor - Chad McMillan - Fax: (780) 524-4432 - Email: chad.mcmillan@mdgreenview.ab.ca
- M.D. Manager, Environmental Services - Gary Couch - Fax: (780) 524-4432 - Email: gary.couch@mdgreenview.ab.ca
- M.D. Manager, Agricultural Services - Quentin Bochar - Fax: (780) 524-5237 - Email: quentin.bochar@mdgreenview.ab.ca
- M.D. Roads Supervisor West - Dennis Loewen - Fax: (780) 539-7711 - Email: Dennis.Loewen@mdgreenview.ab.ca
- Alberta Culture and Tourism (CT) - Rebecca Traquair - Fax: - Email: Historical.Lup@gov.ab.ca
- Alberta Environment and Parks (AEP) - Jack McNaughton - Fax: (780) 624-6180 - Email: Jack.McNaughton@gov.ab.ca
- Alberta Environment and Parks (AEP) - James Proudfoot - Fax: (780) 538-5522 - Email: James.Proudfoot@gov.ab.ca

Administration Office	Operations Building	Family & Community Support Services	Graveldale Sub-Office	Grande Cache Sub-Office
Box 1079, 4806-36 Ave Valleyview, AB T0H 3N0 Phone: 780.524.7600 Fax: 780.524.4307	Box 1079, 4802-36 Ave Valleyview, AB T0H 3N0 Phone: 780.524.7602 Fax: 780.524.5237	Box 1079, 4707-50th Street Valleyview, AB T0H 3N0 Phone: 780.524.7603 Fax: 780.524.4130	Box 404, Lot 9, Block 3, Plan 0728786, Graveldale, AB T0H 1X0 Phone: 780.539.7337 Fax: 780.539.7711	Box 214, 10028-99st Street Grande Cache, AB T0E 0Y0 Phone: 780.827.5155 Fax: 780.827.5143
Toll Free: 1.888.524.7601			www.mdgreenview.ab.ca	





**BYLAW NO. 15-756  
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 No. 03-396, being the Land Use Bylaw for the  
Municipal District of Greenview No. 16**

**PURSUANT TO** Section 692 of the Municipal Government Act, being Chapter M-26, R.S.A. 2000, as Amended, the Council of the Municipal District of Greenview No. 16, duly assembled, enacts as follows:

1. That Map No. 6 in the Land Use Bylaw, being Bylaw No. 03-396, be changed to reclassify the following area:

All that Portion of Lot 9 Block 3 Plan 1273HW  
within the South West of Section Twelve (12)  
Within Township Seventy-Two (72)  
Range One (1) West of the Sixth Meridian (W6M)

As identified on Schedule "A" attached.

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

Read a first time this 27 day of October, A.D., 2015.

Read a second time this \_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_.

Read a third time and passed this \_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_.

\_\_\_\_\_  
**REEVE**

\_\_\_\_\_  
**CHIEF ADMINISTRATIVE OFFICER**

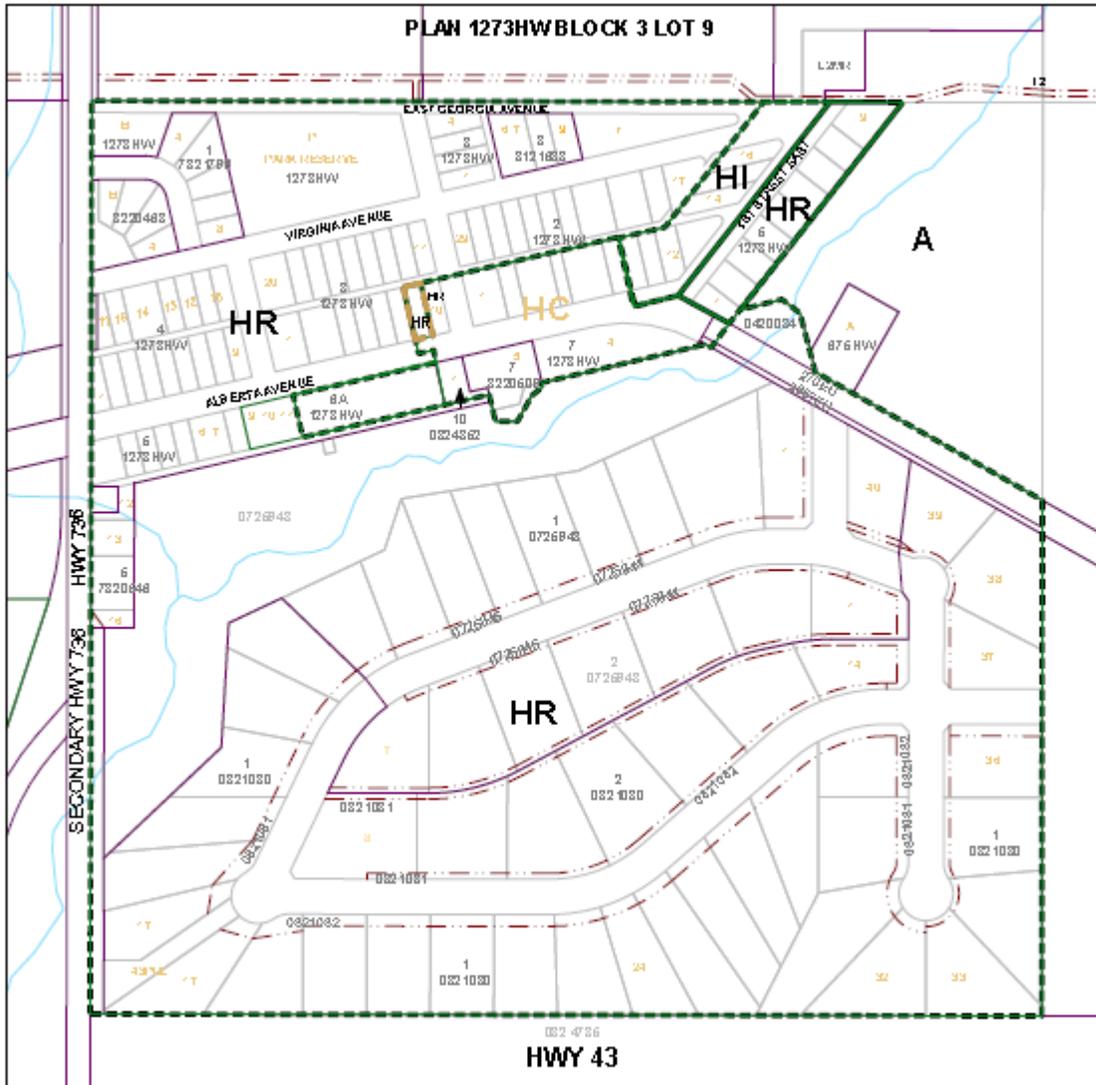
# SCHEDULE "A"

To Bylaw No. 15-756

## MUNICIPAL DISTRICT OF GREENVIEW NO. 16

All that Portion of Lot 9 Block 3 Plan 1273HW  
within the South West of Section Twelve (12)  
Within Township Seventy-Two (72)  
Range One (1) West of the Sixth Meridian (W6M)

Is reclassified from Hamlet Commercial (HC) District to Hamlet Residential (HR) District as identified below:





## REQUEST FOR DECISION

SUBJECT:	<b>Road Closure Request – Government Road Allowance SW 35-71-2 W6</b>				
SUBMISSION TO:	Regular Council Meeting			REVIEWED AND APPROVED FOR SUBMISSION	
MEETING DATE:	November 24, 2015	ACAO:	DM	MANAGER:	INT
DEPARTMENT:	Infrastructure & Planning	GM:	GG	PRESENTER:	
FILE NO./LEGAL:	File Number, Legal or N/A.			LEGAL/ POLICY REVIEW:	INT
STRATEGIC PLAN:				FINANCIAL REVIEW:	

---

### RELEVANT LEGISLATION:

**Provincial** (cite) – Municipal Government Act Section 22(1): *“No road in a municipality that is subject to the direction, control and management of the municipality may be closed except by bylaw.”*

Municipal Government Act Section 188: *“The previous readings of a proposed bylaw are rescinded if the proposed bylaw (a) does not receive third reading within 2 years after first reading, or...”*

**Council Bylaw / Policy** (cite) – NA

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### RECOMMENDED ACTION:

**MOTION:** That Council approve second reading of Bylaw 15-746 closing the original government road allowance adjoining the West boundary of the SW 35-71-2 W6M as per Section 22 of the *Municipal Government Act*.

**MOTION:** That Council approve third reading of Bylaw 15-746 closing the original government road allowance adjoining the West boundary of the SW 35-71-2 W6M as per Section 22 of the *Municipal Government Act*.

---

### BACKGROUND / PROPOSAL:

Prior to the received application, Greenview was notified from Beirsto through email that a Real Property Report was completed. Further to this notification a request had been received from Kay, McVey Smith & Carlstrom LLP on behalf of Peter and Jewel Moehling to have the original government road allowance adjacent to their property closed. The road allowance is lying west of a 4.4 acre parcel within the SW 35-71-2 W6M. The landowners are requesting to purchase the road allowance of approximately 2.0 acres and consolidate the land with their acreage.

In the fall of 2009 when the Moehling’s purchased the property they were unaware of the encroachment of the residence and outbuildings on the road allowance. Once the encroachment was discovered, the Moehling’s sought to purchase a portion of the road allowance.

The Moehling’s original application to close and purchase the road allowance was endorsed by Council and a purchase price of \$7050.00 per acre was established by Council. The original Bylaw 12-670 received first reading on April 10, 2012. Prior to the public hearing, and second and third reading, the Moehling’s were to provide a real property report (RPR) for the site. The RPR was received on July 24, 2014.

As per the MGA Section 188 First Reading of Bylaw 12-670 was automatically rescinded prior to the RPR being received. As such, Administration is submitting a new Bylaw to begin the process again. The following is a chronological order of events for Council's information.

### Chronological Order of Events

- February 16, 2012      Greenview received a letter from Kay McVey Smith & Carlstrom LLP (lawyer) requesting to close the government road allowance.
- April 10, 2012      Request for Decision (RFD) was presented to Council pertaining to Bylaw 12-670 Road Closure Request – Government Road Allowance for SW 35-71-2 W6M for Peter and Jewel Moehling.
- 12.04.215 MOTION: That Bylaw 12-670, being a bylaw to close the original government road allowance adjoining the west boundary of SW 35-71-2 W6M as per Section 22 of the Municipal Government, is hereby granted first reading.
- 12.04.216 MOTION: That Council **tables** the request for sale of the government road allowance adjoining the west boundary of SW 35-71-2 W6M approximately 2.0 acres (actual area size to be determined by legal survey) to Peter and Jewel Moehling for the price of \$2,250 per acre plus GST plus all associated survey and transfer costs, subject to Ministerial approval and third reading of Bylaw 12-670.
- May 8, 2012      12.05.287 MOTION: That Council approves the sale of the Government Road Allowance adjoining the west boundary of SW 35-71-2 W6M approximately 2.0 acres (actual size to be determined by legal survey) subject to a Real Property Report to Peter and Jewel Moehling for the price of \$7,050 per acre plus all associated survey and transfer costs, subject to Ministerial approval and third reading of Bylaw 12-670.
- May 15, 2012      Greenview sent letter to Kay, McVey, Smith and Carlstrom stating the above motions were carried. Real Property Report to provide information for all building and sewer locations. Also stated that Moehling's may be required to purchase additional lands from other property owner to satisfy encroachments and setback requirements of property line and 41 meters (134 feet) from the property line adjacent to the district road. Costs were outlined on preliminary quotes. If they so wished to follow through with closure to send the application fee if not to provide a letter stating not to carry forward.
- July 24, 2014      Real Property Report was received as per Gwen Charlton email sent to Tim Burnham referring him to Tony Winia.
- July 25, 2014      Received Formal Letter of request for the Road Closure request from Gurevitch Burnham Law Office as per requested by Development.
- July 31, 2014      Received payment from Burnham Gurevitch for the Road Closure Application fee of \$500.00.
- February 12, 2015      Reviewed file and viewed title realizing that one name is now on title, updated file, and documents necessary as Mr. Moehling's had passed away since first request.

April 10, 2015	RFD to go to Council May 12, 2015 with request to close the Government Road Allowance as per Bylaw #15-746.
April 13, 2015	Letters to Utility Referrals and Land Owners were sent out with a 30 day response time for referral responses and two weeks are required for advertising. Given this Administration is recommending that the public hearing be scheduled for June 9, 2015 if approved.
August 5, 2015	Greenview had invoice completed for the 2 acres of land for a total of \$7,875.00 and was paid by cheque by Ms. Moehling.
September 16, 2015	Package was sent to Alberta Transportation for review and signatures.
November 12, 2015	Greenview received the signed Road Closure Bylaw from Alberta Transportation signed by the Minister of Transportation.

---

**OPTIONS - BENEFITS / DISADVANTAGES:**

**Options** – Council could deny the second and third reading to Bylaw 15-746 closing the government road allowance adjoining the west boundary of SW 35-71-2 W6M as per section 22 of the *Municipal Government Act*.

**Benefits** – The benefit is that the property consolidation would make it easier for the landowner to sell in the future and the building would be within the boundaries.

**Disadvantages** – There are no foreseen disadvantages as there is already a road in the area that parallels this unused road allowance.

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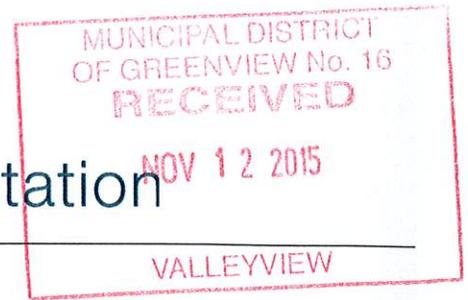
**COSTS / SOURCE OF FUNDING:**

There is no expense to the Municipality as all costs associated with the survey and transfer will be paid by the landowner.

---

**ATTACHMENT(S):**

- Location Map
- Copy of bylaw signed by Alberta Transportation



DELIVERY SERVICES DIVISION  
2<sup>ND</sup> FLOOR, TWIN ATRIA BUILDING  
4999-98 AVENUE  
EDMONTON, ALBERTA, CANADA  
T6B 2X3

TELEPHONE NO: 780-415-1538  
FAX NO: 780-427-0353  
Toll Free Connection Dial 310-0000

November 6, 2015

Municipal District of Greenview No. 16  
4707-50 Street  
Valleyview, Alberta T0H 3N0

**RE: ROAD CLOSURE – BYLAW 15-746**

Enclosed is the above noted bylaw which was approved by Alberta Transportation for closure and sale on November 6, 2015.

Following the second and third readings of the bylaw by your council the bylaw may be registered at Land Titles. Please notify me of the second and third readings and when the documents closing the road are registered at Land Titles.

Yours truly,

Adrienne Kisko  
Land Documentation Technologist

cc: David Richards  
Development and Planning Technologist  
Grande Prairie, Alberta

Enclosures



# MUNICIPAL DISTRICT OF GREENVIEW No. 16

## BYLAW NO. 15-746

### of the Municipal District of Greenview No. 16

**A Bylaw of the Municipal District of Greenview No. 16, in the Province of Alberta, for the purpose of closing to public travel, and creating title to, Portions of a public highway in accordance with Section 22 of the Municipal Government Act, Chapter M26.1, Revised Statutes of Alberta 2000, as amended.**

**WHEREAS** the lands hereafter described are no longer required for public travel; and

**WHEREAS** application has been made to Council to have the roadway closed; and

**WHEREAS** the Council of the Municipal District of Greenview No. 16 deems it expedient to provide a bylaw for the purpose of closing to public travel certain roads, or portions thereof, situated in the said municipality, and therefore disposing of same; and

**WHEREAS**, notice of the intention of Council to pass a bylaw has been given in accordance with Section 606 of the Municipal Government Act; and

**WHEREAS**, Council was not petitioned for an opportunity to be heard by any person claiming to be prejudicially affected by the bylaw.

**THEREFORE BE IT RESOLVED** that the Council of the Municipal District of Greenview No. 16 in the Province of Alberta, duly assembled, does hereby close to public travel for the purpose of creating title to, the following described original government road allowance, subject to rights of access granted by other legislation:

**MERIDIAN 6 RANGE 2 TOWNSHIP 71**

**ALL THAT PORTION OF THE ORIGINAL GOVERNMENT ROAD ALLOWANCE ADJOINING THE WEST BOUNDARY OF THE SOUTH WEST QUARTER OF SECTION 35 LYING WITHIN PLAN \_\_\_\_\_.**

**EXCEPTING THEREOUT ALL MINES AND MINERALS.**

Administration Office	Operations Building	Family & Community Support Services	Grovedale Sub-Office	Grande Cache Sub-Office
Box 1079, 4806-36 Ave Valleyview, AB T0H 3N0 Phone: 780.524.7600 Fax: 780.524.4307	Box 1079, 4802-36 Ave Valleyview, AB T0H 3N0 Phone: 780.524.7602 Fax: 780.524.5237	Box 1079, 4707-50th Street Valleyview, AB T0H 3N0 Phone: 780.524.7603 Fax: 780.524.4130	Box 404, Lot 9, Block 1, Plan 0728786, Grovedale, AB T0H 1X0 Phone: 780.539.7337 Fax: 780.539.7711	Box 214, 10028-99st Street Grande Cache, AB T0E 0Y0 Phone: 780.827.5155 Fax: 780.827.5143
Toll Free: 1.888.524.7601			www.mdgreenview.ab.ca	

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

Received first reading this 12 day of May, 2015.

*Dale Lewis*  
REEVE

*Neil Hayden*  
CHIEF ADMINISTRATIVE OFFICER

APPROVED this 4 day of November, 2015.

*[Signature]*  
MINISTER OF TRANSPORTATION

Received second reading this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Received third reading this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
REEVE

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER



# REQUEST FOR DECISION

SUBJECT:	<b>Bylaw 15-753</b>	REVIEWED AND APPROVED FOR SUBMISSION
SUBMISSION TO:	Regular Council Meeting	
MEETING DATE:	November 24, 2015	ACAO: DM      MANAGER: SAR
DEPARTMENT:	Infrastructure&Planning/Planning&Development	GM: INT      PRESENTER: DP
FILE NO./LEGAL:	A15-010 – N ½-32-63-20-W5 & SW-05-64-20-W5	LEGAL/ POLICY REVIEW: INT
STRATEGIC PLAN:		FINANCIAL REVIEW:

---

## RELEVANT LEGISLATION:

**Provincial** (cite) – *Municipal Government Act, Division 12, Bylaws, Regulations, Planning Bylaws 692 (1) - (9).*  
*In accordance with Section 692 of the Municipal Government Act (MGA), prior to giving Second Reading to a Bylaw, Council must hold a Public Hearing. Section 606 of MGA outlines the requirements for advertising, stating the Notice of the Bylaw must be published at least once a week for two consecutive weeks in at least one newspaper other publication circulating in the area to which the proposed bylaw relates and at least five days prior to the meeting, or mailed or delivered to every residence in the area to which the proposed Bylaw is to be held.*

**Council Bylaw / Policy** (cite) – ***Municipal Development Plan Bylaw No. 03-397 December, 2003 (cite), Section 1, 1.2 Goals of the Plan, Section 6 – Commerce and Industry:***

6.2.1 *The types of industry which may be supported in the Municipal District include those that:*

- (a) cater to the needs of agriculture, forestry, or natural resource extraction;*
- (b) have comparatively large land requirements;*
- (c) are not suited to an urban area;*
- (d) do not conflict with adjacent land uses in terms of appearance, emissions, noise, or traffic generation, unless suitable buffers are provided;*
- (e) are located on sites that are suitable for the proposed development in terms of soil stability, groundwater level, and drainage; and*
- (f) have minimal servicing requirements.*

6.2.2 *Industrial development proposals:*

- (a) should wherever possible locate in an industrial park;*
- (b) shall not be permitted to locate on better agricultural land, unless the proposal has unique site requirements or no suitable alternative location; and*
- (c) shall not locate in an environmentally sensitive area.*

6.2.3 *All industrial development proposals will be evaluated according to the following:*

- (a) potential impact on water supplies and water courses;*
- (b) proximity to residential, recreational, and public uses, and environmentally sensitive areas;*

- (c) impacts on the local road network; and
- (d) conformity with relevant statutory plans and the Land Use Bylaw.

---

**RECOMMENDED ACTION:**

**MOTION:** That Council give Second Reading to Bylaw No. 15-753 to re-designate 14.66 hectares ± (36.23 acres) within N ½-32-63-20-W5 & SW-05-64-20-W5 from Crown Land (CL) District to Industrial (I) District, as per attached Schedule 'E'.

**MOTION:** That Council give Third Reading to Bylaw No. 15-753 to re-designate 14.66 hectares ± (36.23 acres) within N ½-32-63-20-W5 & SW-05-64-20-W5 from Crown Land (CL) District to Industrial (I) District, as per attached Schedule 'E'.

---

**BACKGROUND / PROPOSAL:**

The application was received from Secure Energy Services, who is the leaseholder of MLL150092 on N ½-32-63-20-W5 & SW-05-64-20-W5, located in the Fox Creek area of Ward 2. Secure Energy Services proposes to rezone 14.66 hectares ± (36.23 acres) within N ½-32-63-20-W5 & SW-05-64-20-W5 from Crown Land (CL) District to Industrial (I) District, as per attached Schedule 'E', for the development of a Waste Management Facility.

In regards to typography and vegetation, the site is predominantly flat and partially forested, as well as, partially cleared. The site is easily accessible from Highway 43 via a CNRL Access Road.

The initial referrals were circulated as per Schedule 'D', with comments received from Alberta Transportation, ATCO Electric and ATCO Pipeline, and no concerns were raised. Alberta Transportation has requested a Roadside Development Permit Application.

At the meeting of October 26<sup>th</sup>, Council had not given the Bylaw final readings to ensure that the pipeline company, Trilogy Energy had been circulated to ensure they had no concerns.

In addition to the initial referrals, no concerns were raised during a second round of referrals that were circulated to the owners of the adjacent pipeline being Trilogy Energy.

Council may now consider the Bylaw for final readings.

---

**OPTIONS – BENEFITS / DISADVANTAGES:**

**Options –**

1. That Council considered the information from the Public Hearing and grant Second and Third Reading to Bylaw No. 15-753.
2. Council can TABLE Bylaw No. 15-753 for further discussion or information.
3. That Council consider the information from the Public Hearing and defeat Second Reading to Bylaw No. 15-753.

**Benefits –**

Industrial development provides diversification, economic development, and employment opportunities and supports the continued growth and development of smaller urban centres.

**Disadvantages -**

The disadvantage is that an opportunity may exist for conflict with surrounding Land Use.

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**COSTS / SOURCE OF FUNDING:**

The application has been endorsed by the applicant as well as the appropriate fees have been received as required.

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**ATTACHMENT(S):**

- Schedule 'A' – Application and Sketch
- Schedule 'B' – Location Map
- Schedule 'C' – Farmland Report and Map
- Schedule 'D' – Referral Responses
- Schedule 'E' – Bylaw No. 15-753



# MUNICIPAL DISTRICT OF GREENVIEW No. 16

## Schedule 'A' – Application and Sketch



**LAND USE AMENDMENT APPLICATION – FORM A**  
**Municipal District of Greenview**  
 4806 – 36 Avenue, Box 1079, Valleyview AB T0H 3N0  
 T 780.524.7600 F 780.524.4307 Toll Free 1.866.524.7608  
[www.mdgreenview.ab.ca](http://www.mdgreenview.ab.ca)

*Rec'd June 5/15*  
*guc*

FOR ADMINISTRATIVE USE

LUB MAP NO. <i>217</i>	BYLAW NO.
APPLICATION NO. <i>A15-010</i>	
RECEIPT NO. <i>0133320</i>	
ROLL NO.	
RFLA RATING <i>NA</i>	

NAME OF APPLICANT(S) Secure Energy Services			NAME OF REGISTERED LANDOWNER(S) Crown Lease to Secure - MLL150092		
ADDRESS 3600, 205 - 5th Avenue S.W.			ADDRESS		
Calgary, Alberta					
POSTAL CODE T2P 2V7	TELEPHONE (Res.) 587.390.2591	(Bus.)	POSTAL CODE	TELEPHONE (Res.)	(Bus.)

Complete if Different from Applicant

**Legal description of the land affected by the proposed amendment**

QTR./L.S.	SEC	TWP.	RG.	M.	OR	REGISTRATION PLAN NO.	BLOCK	LOT
N32	32	063	20	W5				

**Land Use Classification for Amendment Proposed:**

FROM: Agricultural/Forestry	TO: Industrial
-----------------------------	----------------

**Reasons Supporting Proposed Amendment:**

Secure is receiving AER approval to operate a Waste Management facility

**Physical Characteristics:**

Describe Topography: Predominately Flat	Vegetation: Forest - cleared/regrowth	Soil: Forested (Luvisolic & Podzolic)
---	---------------------------------------	---------------------------------------

**Water Services:**

Existing Source: none	Proposed Water Source: trucked in with future application into AER for
-----------------------	--

**Sewage Services:**

Existing Disposal: none	Proposed Disposal: Sump collection System & 3rd Party removal.
-------------------------	--

**Approach(s) Information:**

Existing: Secure LOC132011 Road	Proposed:
---------------------------------	-----------

I / We have enclosed the required Application Fee of \$ 800.00.

Date: June 5th, 2015

Applicant(s): Secure Energy Services

Date: \_\_\_\_\_ Registered Landowner(s): \_\_\_\_\_

**NOTE: Registered Landowner(s) Signatures required if different from Applicant.**

Any personal information that the Municipal District of Greenview may collect on this form is in compliance with Section 33 of the Freedom of Information and Protection of Privacy Act. The information collected is required for the purpose of carrying out an operating program or activity of the Municipality, in particular for the purpose of our Development program. If you have any questions about the collection please contact the Freedom of Information and Protection of Privacy Coordinator at 780-524-7600.



Schedule 'A' – Application and Sketch





# MUNICIPAL DISTRICT OF GREENVIEW No. 16

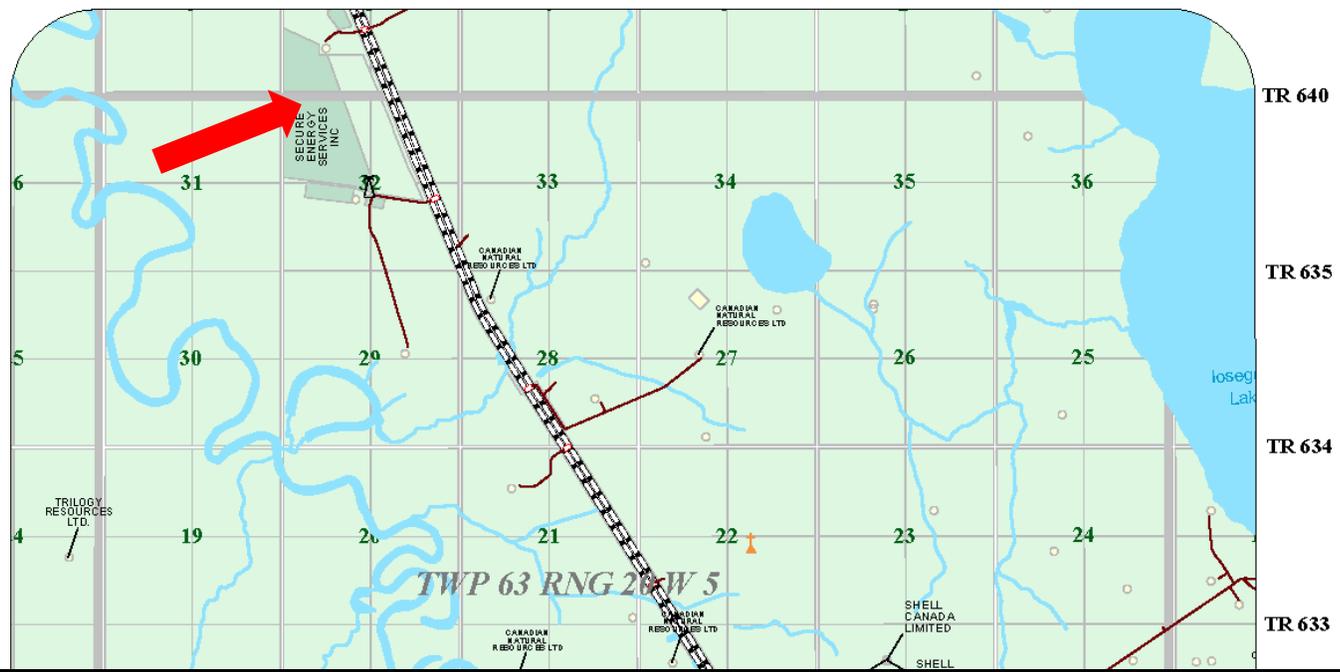
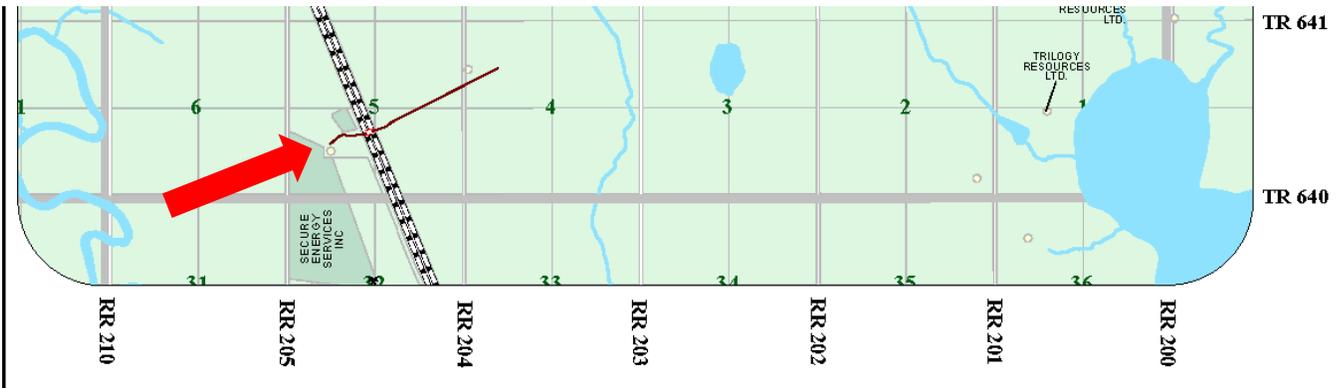
## Schedule 'B' – Owner Location Map

FILE NO. A15-010

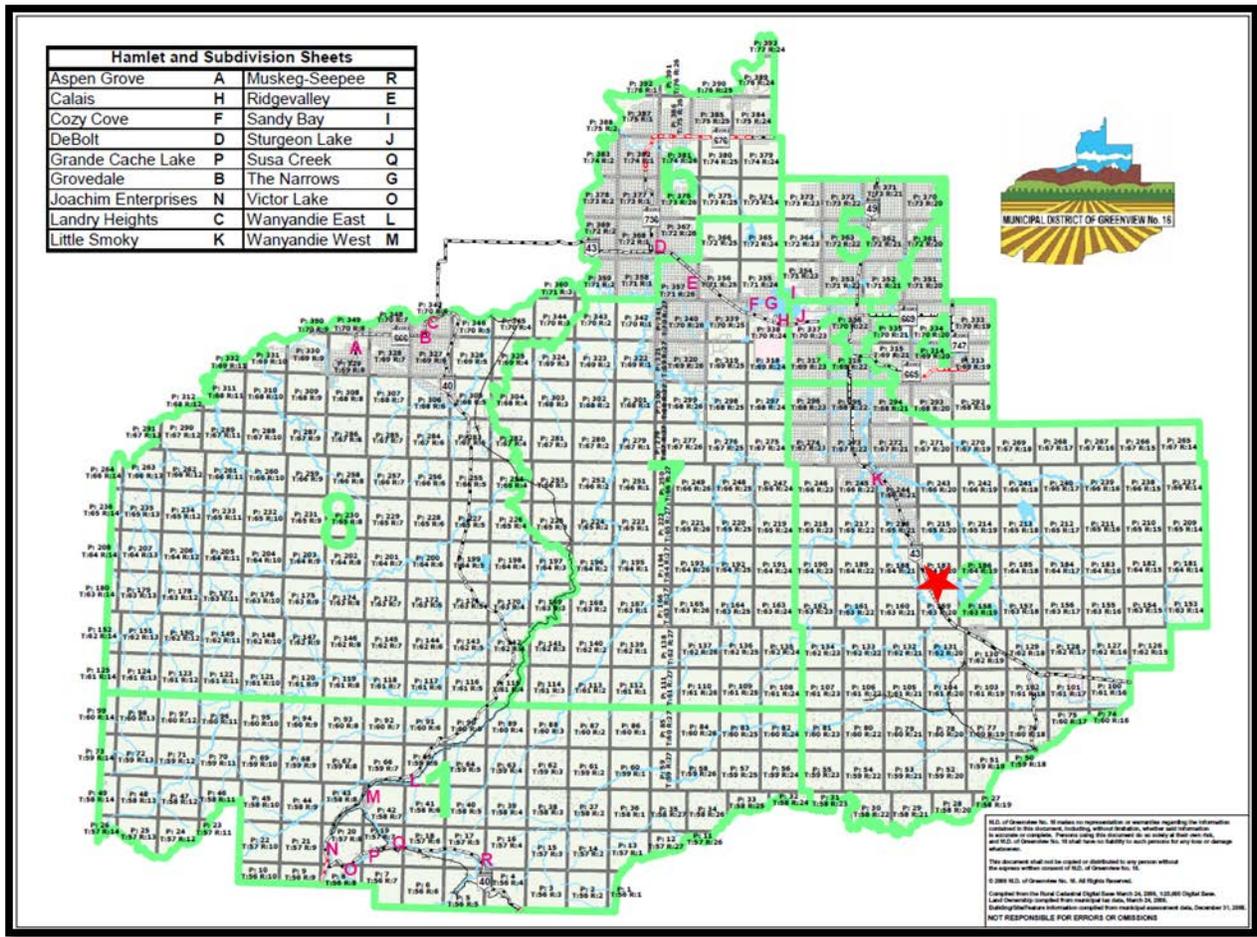
LEGAL LOCATION: 32-63-20-W5 AND SW-5-64-20-W5

APPLICANT: SECURE ENERGY SERVICES INC.

LANDOWNER: CROWN LAND



# Schedule 'B' – Owner Location Map





# MUNICIPAL DISTRICT OF GREENVIEW No. 16

## Schedule 'C' – Farmland Report and Map

### PROPOSED LAND USE AMENDMENT

FILE NO. A15-010

LEGAL LOCATION: 32-63-20-W5 AND SW-5-64-20-W5

APPLICANT: SECURE ENERGY SERVICES INC.

LANDOWNER: CROWN LAND

FARMLAND REPORT NOT APPLICABLE FOR THIS LOCATION





# MUNICIPAL DISTRICT OF GREENVIEW No. 16

## Schedule D' – Referral Responses

Alberta  Transportation

Room 1401, 10320 - 99 St  
GRANDE PRAIRIE AB T8V 6J4  
Phone: (780) 538-5310  
Fax: (780) 538-5384

June 17, 2015

Our File: 63-20-W5M

Municipal District of Greenview No. 16  
Box 1079  
4806 – 36<sup>th</sup> Avenue  
Valleyview, AB T0H 3N0

**Re: Proposed land use amendment  
Crown Land to Industrial  
Part of the N½ 32-63-20-W5M HIGHWAY 43  
Secure Energy Services Inc.**

**Your File: A15-010**

Thank you for referring the above proposal to our office for review and comment.

The department does not typically support isolated industrial development along provincial highways, preferring instead to have development occur within established industrial parks or other urban industrial/commercial areas. However considering the nature of the proposal in this case, the department is willing to allow the proposed Land Use Amendment.

Highway 43 is classified as "Future Freeway" therefore the proposed facility boundary should be setback a minimum of 30 metres from the highway right-of-way (for future service road) and an additional 10 metre setback for any development. Our department will require a Roadside Development application to be submitted and may require the previously submitted Traffic Impact Assessment (TIA) to be updated. Alberta Transportation will further assess the impact to the provincial highway network when a development application is received.

Yours truly,



Gerry Benoit  
Planning and Development Technologist

## Schedule 'D' – Referral Responses

**From:** [GrandePrairie FieldCentre](#)  
**To:** [Jenny Cornelsen](#)  
**Subject:** RE: A15-010 Notice to Referral Agencies  
**Date:** June 19, 2015 8:24:58 AM

---

Good day,

We have nothing to add to this file.

**Caroline Porter**

Senior Field Support, Grande Prairie Field Centre

**Alberta Energy Regulator**

e [Caroline.Porter@aer.ca](mailto:Caroline.Porter@aer.ca) tel 780-538-5669 fax 780-538-5582

9815 115 Street Grande Prairie, Alberta T8V 7R3

inquiries 1-855-297-8311 24-hour emergency 1-800-222-6514 [www.aer.ca](http://www.aer.ca)

**From:** [LandInquiries@atcoelectric.com](mailto:LandInquiries@atcoelectric.com)  
**To:** [Jenny Cornelsen](#)  
**Subject:** AEL2015-0794 A15-010 Notice to Referral Agencies  
**Date:** June 16, 2015 11:05:36 AM

---

Hi Jenny,

ATCO Electric has no comments or concerns with this application.

Thank you.

*Rita Klasson*

Land Administrator|Land Administration

**ATCO Electric | Distribution | Forest & Lands Management**

18th Floor CWB |10303 Jasper Avenue, Edmonton, AB T5J 5C3

Phone: (780) 508-4688

Mailing Address:

ATCO Electric Ltd. 10035 – 105 Street, Edmonton, AB T5J 2V6

Attn: Rita Klasson - 18CWB



July 29, 2015

Outside File #: A15-010  
ATCO Gas File #2920:15-6320

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

**RE: Proposed Subdivision SE 32-63-20-W5M Secure Energy Services**

---

The comments contained in this response deal only in relation to ATCO Gas as a utility provider and/or an occupant of municipal rights of way. These comments do not apply if ATCO Gas and Pipelines Ltd. own any lands affected by this proposal.

The Engineering Design Department of ATCO Gas has reviewed the above named plan and this project is not in ATCO Gas' franchise area and we do not have any pipelines in the area.

If you have any questions or concerns, please contact me at 780-509-2261..

Yours truly,

**ATCO Gas,  
A Division of ATCO Gas and Pipelines Ltd.**

A handwritten signature in black ink, appearing to read "Jon Martin".

Jon Martin, E.I.T  
District Engineering (North)

## Schedule 'D' – Referral Responses

**From:** [Isabel.Solis@atcopipelines.com](mailto:Isabel.Solis@atcopipelines.com)  
**To:** [Jenny Cornelsen](#)  
**Subject:** 15-2019 Response - A15-010 Notice to Referral Agencies  
**Date:** June 29, 2015 8:11:27 AM  
**Attachments:** [DOC061515-06152015133324.pdf](#)

---

ATCO PIPELINES has no objection.

Thank you ☺

**Isabel Solis** | Operations Engineering Administrative Coordinator

ATCO Pipelines | 7210-42 Street NW | Edmonton, AB T6B 3H1

T: 780.420.3896 | F: 780.420.7411

**ATCO Pipelines has a new website! Check it out here:** [www.atcopipelines.com](http://www.atcopipelines.com)

**MISSION:** ATCO Pipelines provides reliable and efficient delivery of natural gas and is committed to operational excellence and superior customer service while ensuring the safety of our employees and the public.



# BYLAW No. 15-753

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 No. 03-396, being the Land Use Bylaw for the Municipal District of Greenview No. 16

**PURSUANT TO** Section 692 of the Municipal Government Act, being Chapter M-26, R.S.A. 2000, as Amended, the Council of the Municipal District of Greenview No. 16, duly assembled, enacts as follows:

1. That Map No. 217 in the Land Use Bylaw, being Bylaw No. 03-396, be added to reclassify the following area:

All that Portion of the  
North Half of Section Thirty-Two (32)  
Within Township Sixty-Three (63)  
Range Twenty (20) and  
Southwest (SW) Quarter of Section Five (5)  
Within Township Sixty-Four (64)  
Range Twenty (20) West of the Fifth Meridian (W5M)

As identified on Schedule "A" attached.

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

Read a first time this 22<sup>nd</sup> day of September, A.D., 2015.

Read a second time this \_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_.

Read a third time and passed this \_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_.

\_\_\_\_\_  
REEVE

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER

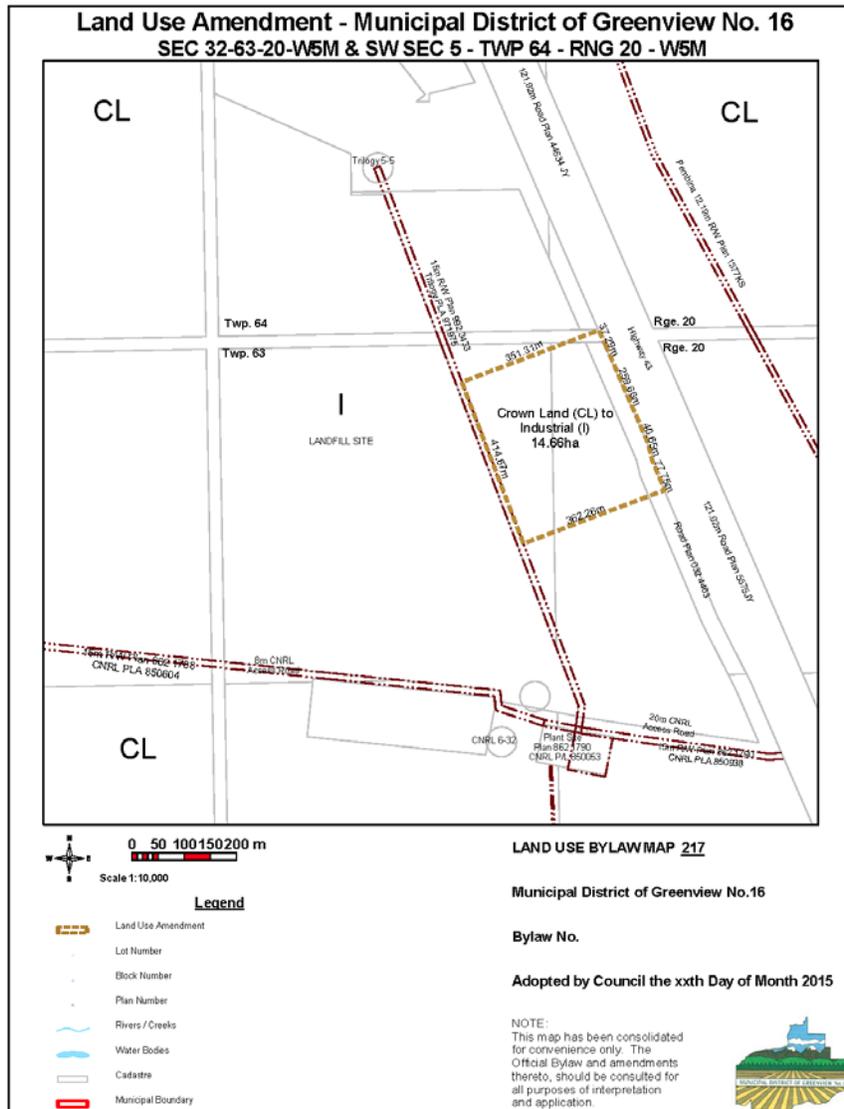
# SCHEDULE "A"

To Bylaw No. 15-753

## MUNICIPAL DISTRICT OF GREENVIEW NO. 16

All that Portion of the  
North Half of Section Thirty-Two (32)  
Within Township Sixty-Three (63)  
Range Twenty (20) and  
Southwest (SW) Quarter of Section Five (5)  
Within Township Sixty-Four (64)  
Range Twenty (20) West of the Fifth Meridian (W5M)

Is reclassified from Crown Land (CL) District to Industrial (I) District as identified below:





# REQUEST FOR DECISION

---

SUBJECT:	<b>Bylaw 15-758 NE 20-70-24 W5M</b>	REVIEWED AND APPROVED FOR SUBMISSION	
SUBMISSION TO:	REGULAR COUNCIL MEETING	ACAO: DM	MANAGER: SAR
MEETING DATE:	November 24, 2015	GM: INT	PRESENTER: LD
DEPARTMENT:	INFRASTRUCTURE & PLANNING/PLANNING & DEVELOPMENT		
FILE NO./LEGAL:	A15-013 / NE-20-70-24-W5	LEGAL/ POLICY REVIEW:	INT
STRATEGIC PLAN:		FINANCIAL REVIEW:	

---

## RELEVANT LEGISLATION:

**Provincial (cite)** – *Municipal Government Act, Division 12, Bylaws, Regulations, Planning Bylaws 692 (1) - (9). In accordance with Section 692 of the Municipal Government Act (MGA), prior to giving Second Reading to a Bylaw, Council must hold a Public Hearing. Section 606 of MGA outlines the requirements for advertising, stating the Notice of the Bylaw must be published at least once a week for two consecutive weeks in at least one newspaper other publication circulating in the area to which the proposed bylaw relates and at least five days prior to the meeting, or mailed or delivered to every residence in the area to which the proposed Bylaw is to be held.*

**Council Bylaw / Policy** – MD of Greenview No. 16 Land Use Bylaw 03-396: Section 8, Amending this Bylaw; 8.1, Contents of Amendment Application; and 8.2, The Amendment Process. – Municipal Development Plan Bylaw No. 03-397: Section 1.2, Goals of the Plan; 3, Agriculture.

*Section 3 Agriculture: The preservation and promotion of the agricultural land base are major goals of this Plan. This involves limiting the types of non-agricultural activities allowed on better agricultural land.*

### Section 3.1 OBJECTIVES

- a) *minimize the loss of better agricultural land to non-agricultural uses.*
- b) *To encourage development of the agricultural community and promote the rights of farmers to continue normal agricultural operations.*
- c) *Remote the construction of agriculture operations in a sustainable manner.*

---

RECOMMENDED ACTION:

**MOTION:** That Council give First Reading to Bylaw No. 15-758 to re-designate NE-20-70-24-W5 from Rural Commercial (RC) District to Agriculture (A) District, as per attached Schedule 'E'.

**MOTION:** That Council schedule a Public Hearing for Bylaw No. 15-758 to be held on January 12, 2016, at 10:00 a.m. for the re-designation of NE-20-70-24-W5 from Rural Commercial (RC) District to Agriculture (A) District, as per attached Schedule 'E'.

---

BACKGROUND / PROPOSAL:

The application was received from JAR Rentals Corp. (Robert and Kelly Cloutier), the owners of NE-20-70-24-W5 located west of Valleyview in the Sturgeon Lake South area, Ward 7. The Cloutiers propose to rezone the vacant 39.77 hectares (98.27 acres) from Rural Commercial (RC) District to Agriculture (A) District as per attached Schedule 'A', to allow for future residential development.

The previous landowner rezoned the parcel to Rural Commercial (RC) District to allow for development of "Cloud 9" campground, which never occurred. The Cloutiers purchased the land approximately one year ago and wish to locate a cabin on the property.

Referral comments received from ATCO Electric, East Smoky Gas Co-op and Alberta Transportation all indicated they had no concerns with the proposed rezoning.

---

OPTIONS – BENEFITS / DISADVANTAGES:

**Options –**

1. Council can pass a motion to give First Reading to Bylaw No. 15-758 and further pass a motion to schedule a Public Hearing for January 12, 2016, allowing enough time for the application to be circulated as per legislation.
2. Council can table Bylaw No. 15-758 for further discussion or information.
3. Council can refuse to give First Reading to Bylaw No. 15-758.

**Benefits –**

The benefit is that additional residential development opportunities may exist within the municipality.

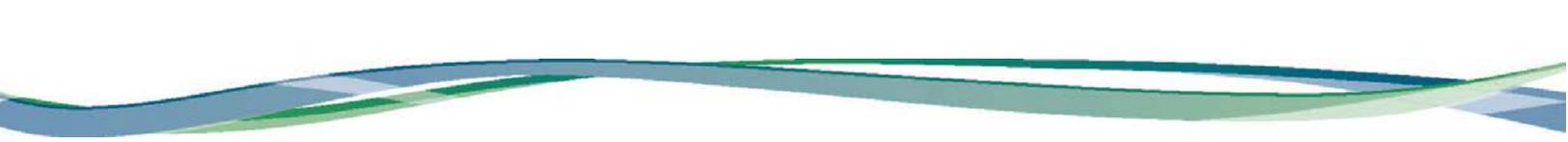
**Disadvantages -**

The disadvantage is that the opportunity may exist for conflicts with surrounding Land Uses.

---

COSTS / SOURCE OF FUNDING:

The application has been endorsed by the applicant and the appropriate fees have been received as required.



---

ATTACHMENT(S):

- Schedule 'A' – Application and Sketch
- Schedule 'B' – Owner Location Map
- Schedule 'C' – Farmland Report and Map
- Schedule 'D' – Referral Responses
- Schedule 'E' – Bylaw No. 15-758



# MUNICIPAL DISTRICT OF GREENVIEW No. 16

## Schedule 'A' – Application and Sketch



**LAND USE AMENDMENT APPLICATION – FORM A**  
**Municipal District of Greenview**  
 4806 – 36 Avenue, Box 1079, Valleyview AB T0H 3N0  
 T 780.524.7600 F 780.524.4307 Toll Free 1.866.524.7608  
[www.mdgreenview.ab.ca](http://www.mdgreenview.ab.ca)

FOR ADMINISTRATIVE USE

LUB MAP NO. <i>199</i>	BYLAW NO.
APPLICATION NO. <i>A15-013</i>	
RECEIPT NO. <i>212346</i>	
ROLL NO. <i>38496</i>	
RFLA RATING <i>N/A</i>	

Complete if Different from Applicant

NAME OF APPLICANT(S) <i>Robert &amp; Kelly Cloutier</i>			NAME OF REGISTERED LANDOWNER(S) <i>JAR Rentals</i>		
ADDRESS <i>9359-70 ave.</i>			ADDRESS <i>9359-70 ave</i>		
<i>Grande Prairie AB</i>			<i>Grande Prairie AB</i>		
POSTAL CODE	TELEPHONE (Res.)	(Bus.)	POSTAL CODE	TELEPHONE (Res.)	(Bus.)
<i>T8V-6T8</i>	<i>780-832-9550</i>		<i>T8V-6T8</i>	<i>780-832-9550</i>	

**Legal description of the land affected by the proposed amendment**

QTR./LS. <i>NE</i>	SEC <i>20</i>	TWP. <i>70</i>	RG. <i>24</i>	M. <i>W5M</i>	OR	REGISTRATION PLAN NO.	BLOCK	LOT
-----------------------	------------------	-------------------	------------------	------------------	----	-----------------------	-------	-----

Land Use Classification for Amendment Proposed: *CofT. 142 328 130*

FROM: <i>Rural Commercial</i>	TO: <i>Agriculture</i>
-------------------------------	------------------------

Reasons Supporting Proposed Amendment:  
*Would like to acquire livestock & small farming.*

**Physical Characteristics:**

Describe Topography; <i>Pasture land with natural creek.</i>	Vegetation: <i>Trees &amp; grasses.</i>	Soil: <i>Rich black soil.</i>
--	---	-------------------------------

**Water Services:**

Existing Source: <i>NONE</i>	Proposed Water Source: <i>1000 gal tank.</i>
------------------------------	--

**Sewage Services:**

Existing Disposal: <i>NONE</i>	Proposed Disposal: <i>Self contained 2000 gal tank.</i>
--------------------------------	---

**Approach(es) Information:**

Existing: <i>2 private entrances.</i>	Proposed:
---------------------------------------	-----------

I/We have enclosed the required Application Fee of \$ 800.00.

Date: *Sept. 1/15* Applicant(s): *[Signature]*

Date: \_\_\_\_\_ Registered Landowner(s): *[Signature]*

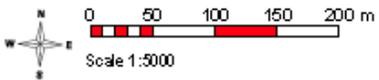
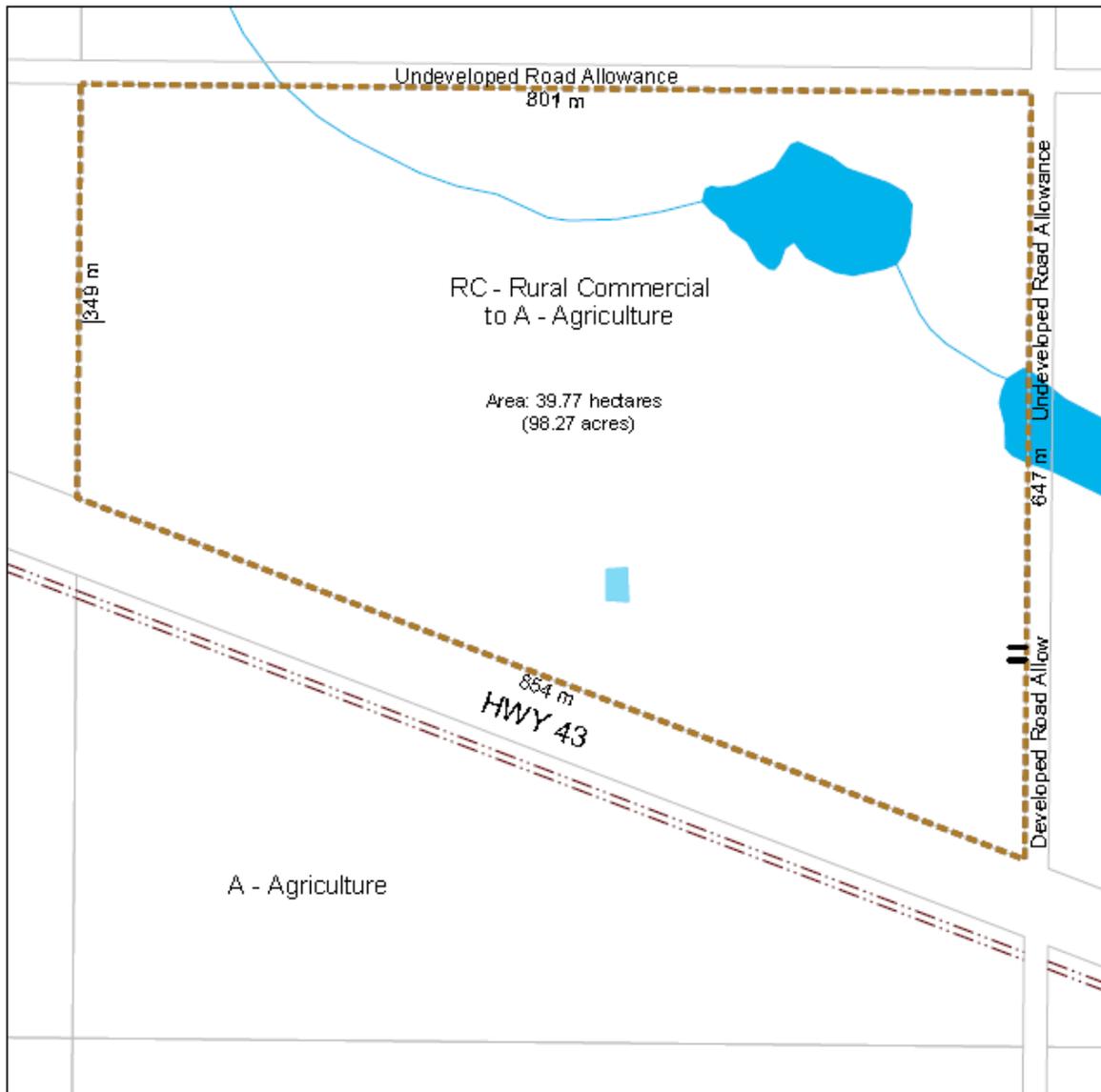
**NOTE: Registered Landowner(s) Signatures required if different from Applicant.**

MUNICIPAL DISTRICT OF GREENVIEW No. 16  
**RECEIVED**  
 SEP 02 2015  
 VALLEYVIEW

Any personal information that the Municipal District of Greenview may collect on this form is in compliance with Section 33 of the Freedom of Information and Protection of Privacy Act. The information collected is required for the purpose of carrying out an operating program or activity of the Municipality, in particular for the purpose of our Development program. If you have any questions about the collection please contact the Freedom of Information and Protection of Privacy Coordinator at 780-524-7600.

Schedule 'A' – Application and Sketch

**Land Use Amendment - Municipal District of Greenview No. 16**  
**NE SEC 20 - TWP 70 - RNG 24 - W5M**



**Legend**

- |  |                    |    |                  |
|--|--------------------|----|------------------|
|  | Land Use Amendment | RC | Rural Commercial |
|  | Lot Number         | A  | Agriculture      |
|  | Block Number       |    |                  |
|  | Plan Number        |    |                  |
|  | Rivers / Creeks    |    |                  |
|  | Water Bodies       |    |                  |
|  | Cadastral          |    |                  |
|  | Municipal Boundary |    |                  |

**LAND USE BYLAW MAP 199**

**Municipal District of Greenview No. 16**  
**Bylaw No. 02-377**

**Adopted by Council the 25 day of September, 2002**

**Bylaw No. 15-\_\_\_**

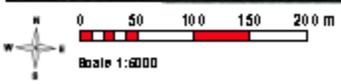
**Adopted by Council the XX day of January, 2016**

NOTE:  
 This map has been consolidated for convenience only. The Official Bylaw and amendments thereto, should be consulted for all purposes of interpretation and application.



Schedule 'A' – Application and Sketch

Land Use Amendment - Municipal District of Greenview No. 16  
NE SEC 20 - TWP 70 - RNG 24 - W5M



Legend	
	Land Use Amendment
	Lot Number
	Block Number
	Plan Number
	Riverial Creeks
	Water Bodies
	Centrals
	Municipal Boundary
	RC - Rural Commercial
	A - Agriculture

LAND USE BYLAW MAP 199

Municipal District of Greenview No.16  
Bylaw No. 02-377  
Adopted by Council the 25 day of September, 2002  
Bylaw No. 15-\_\_\_\_  
Adopted by Council the XX day of January, 2016

NOTE:  
This map has been consolidated for convenience only. The Official Bylaw and amendments thereto, should be consulted for all purposes of interpretation and application.





# MUNICIPAL DISTRICT OF GREENVIEW No. 16

## Schedule 'B' – Owner Location Map

FILE NO. A15-013

APPLICANT: ROBERT AND KELLY CLOUTIER

LEGAL LOCATION: NE-20-70-24-W5

LANDOWNER: JAR RENTALS CORP.

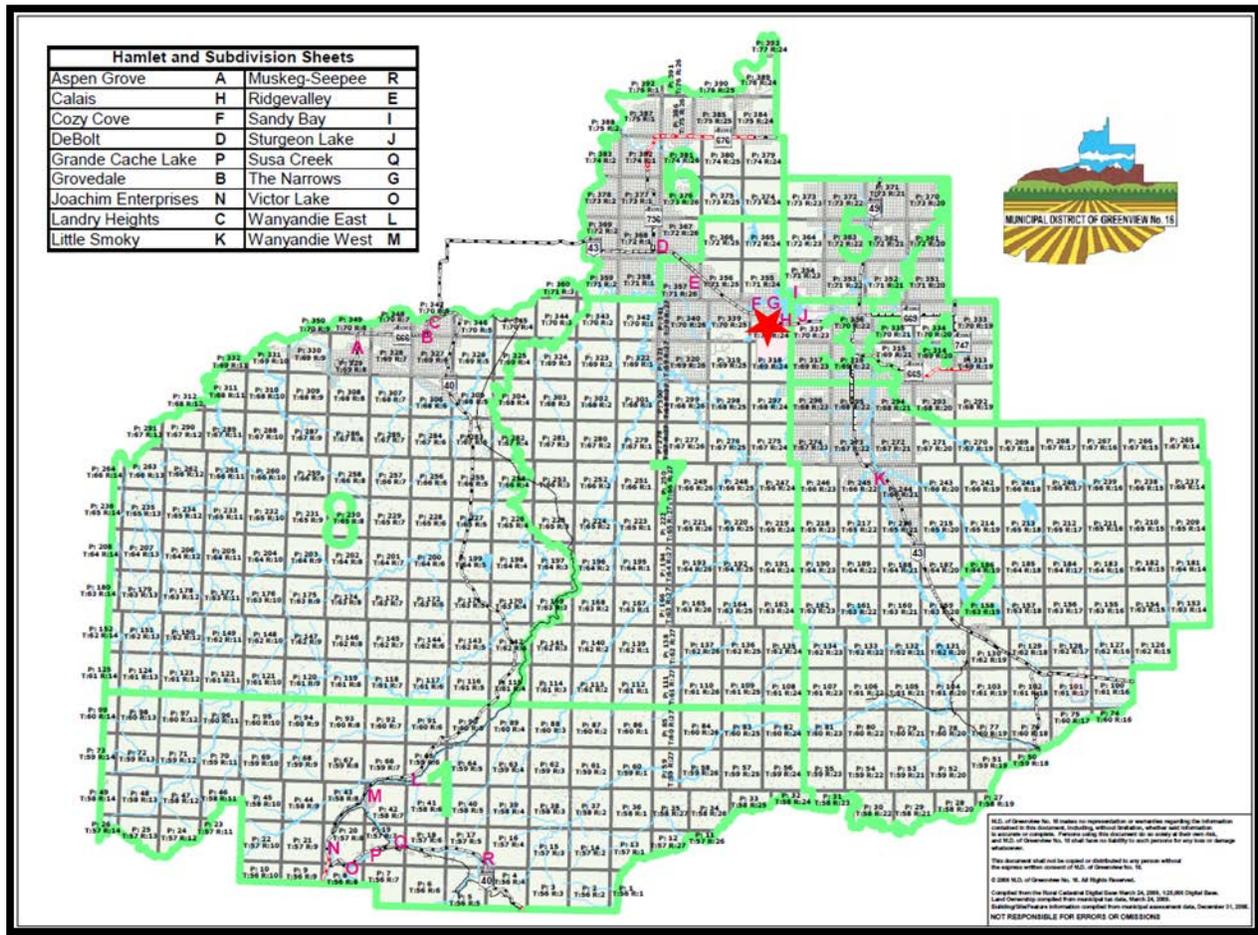
Township 70, Range 24



## M.D. of Greenview No. 16



## Schedule 'B' – Owner Location Map





# MUNICIPAL DISTRICT OF GREENVIEW No. 16

## Schedule 'C' – Farmland Report and Map

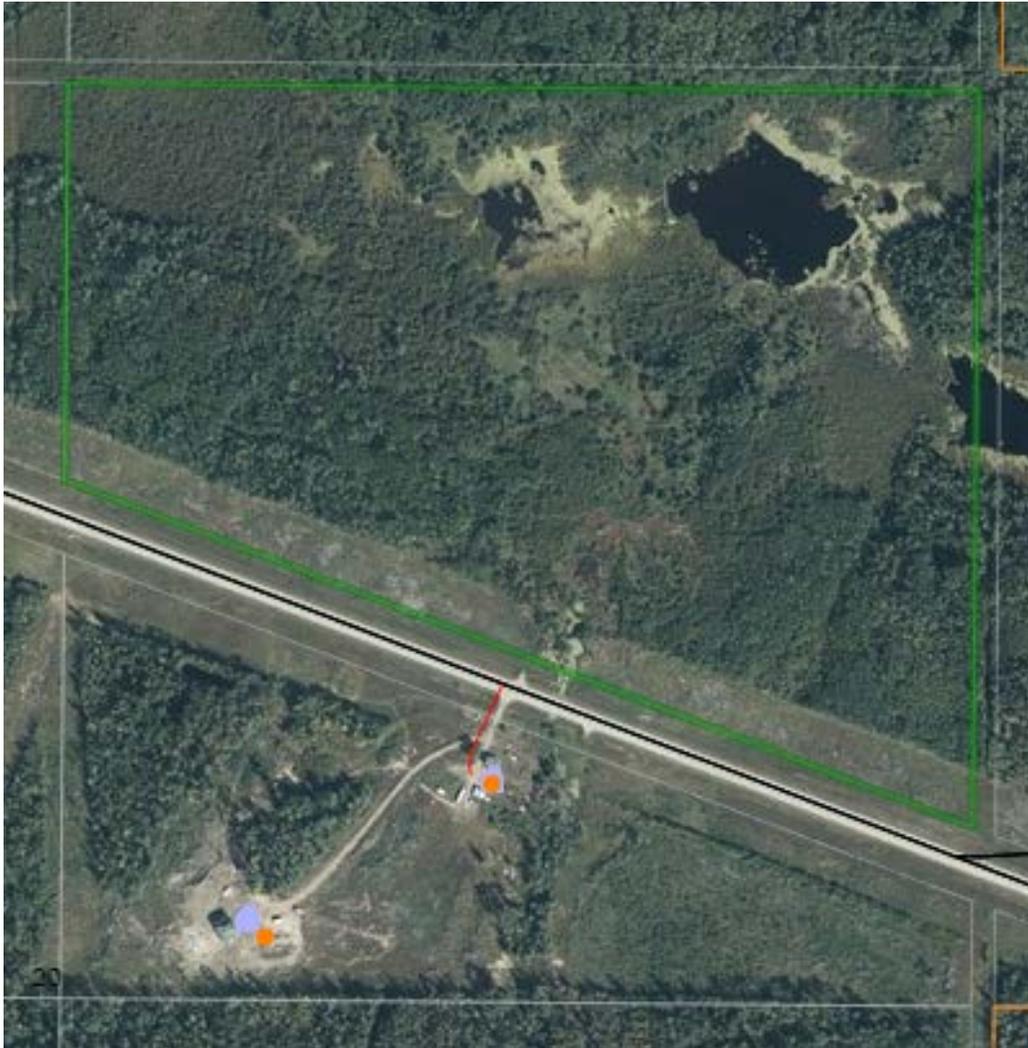
**FILE NO. A15-013**

**LEGAL LOCATION: NE-20-70-24-5**

**APPLICANT: ROBERT AND KELLY CLOUTIER**

**LANDOWNER: JAR RENTALS CORP.**

**FARMLAND REPORT NOT APPLICABLE FOR THIS PARCEL**





# MUNICIPAL DISTRICT OF GREENVIEW No. 16

## Schedule D' – Referral Responses

*Alberta*  Transportation

Room 1401, 10320 - 99 St  
Grande Prairie, AB T8V 6J4  
Phone: (780) 538-5310  
Fax: (780) 538-5384

September 29, 2015

Our Ref: 70-24-5

Municipal District of Greenview No. 16  
Box 1079, 4806 – 36 Ave  
Valleyview, Alberta  
T0H 3N0

**Proposed Land Use Amendment Rural Commercial to Agriculture  
A portion of the NE 20-70-24-W5M  
Highway 43, west of Valleyview  
Cloutier**

**File: A15-013**

Thank you for referring the proposed land use amendment to Alberta Transportation for review and comment.

Alberta Transportation has no particular concerns with the proposed Land Use Amendment Rural Commercial to Agricultural (RC to A).

Yours truly,

Gerry Benoit  
Development and Planning Technologist

## Schedule 'D' – Referral Responses

**From:** [LandInquiries@atcoelectric.com](mailto:LandInquiries@atcoelectric.com)  
**To:** [Jenny Cornelsen](#)  
**Subject:** AEL2015-1228 - A15-013 JAR Rentals  
**Date:** September 28, 2015 8:08:15 AM

---

Good Morning Jenny,

ATCO Electric has no comments or concerns with this application.

Thank you.

*Rita Klasson*

Land Administrator/Land Administration

ATCO *Electric* | Distribution | Land Management

18th Floor CWB | 10303 Jasper Avenue, Edmonton, AB T5J 5C3

Phone: (780) 508-4688

Mailing Address:

ATCO Electric Ltd. 10035 – 105 Street, Edmonton, AB T5J 2V8

Attn: Rita Klasson - 18CWB

**From:** [Gary Couch](#)  
**To:** [Jenny Cornelsen](#)  
**Subject:** RE: A15-013 JAR Rentals  
**Date:** September 28, 2015 9:56:44 AM

---

Good Morning,

I have no concerns with this application

Thanks

Gary Couch  
Manager, Environmental Services

Schedule 'D' – Referral Responses



5-09-30 00:12 EASTSMOKYGASCOOP

1780957254 >>

780 524-4307

P 1/1



MUNICIPAL DISTRICT OF GREENVIEW No. 16

NOTICE TO REFERRAL AGENCIES

**Faxed:** September 25, 2015 **File No.:** A15-013  
**Legal Description:** NE-20-70-24-W5  
**Applicant:** ROBERT AND KELLY CLOUTIER

**PROPOSED LAND USE AMENDMENT: Rural Commercial - RC to Agriculture - A**

Please provide your comments on the **PROPOSED LAND USE AMENDMENT AND SUBSEQUENT SUBDIVISION** in the space provided below or attach any additional comments on a separate sheet. If you have any questions regarding the attached, please contact our office. Deadline for your written comments: NOON, November 02, 2015 insofar as your agency is concerned. See Sketch attached.

*If no comment is received by the above-specified date, it will be deemed as 'no objection'.*

If you have any questions regarding the attached, please contact Planning and Development Manager Sally Ann Rosson at 780.524.7600 or sally.rosson@mdgreenview.ab.ca.

**COMMENTS:**

*No Comments*

**NAME (PLEASE PRINT)**

*Bill Harder*

**SIGNATURE**

Please check box for corresponding referral agency

Circulated to:

- Alberta Culture and Tourism (CT) - Rebecca Traquair: Historical.Lup@gov.ab.ca;
- Alberta Environment and Parks (AEP) - Jack McNaughton: Jack.McNaughton@gov.ab.ca; (780) 624-6180
- Alberta Environment and Parks (AEP) - James Proudfoot: James.Proudfoot@gov.ab.ca; (780) 538-5522
- Alberta Environment and Parks (AEP) - Marsha Trites-Russel: marsha.trites-russel@gov.ab.ca;
- Alberta Municipal Affairs - Tony Winla: Tony.winla@gov.ab.ca; (780) 833-4326
- Alberta Transportation - Gerry Benoit: Gerry.Benoit@gov.ab.ca;
- ATCO Electric - Rita Klasson: LandInquiries@atcoelectric.com;
- East Smoky Gas Co-op - Bill Harder: bill@esgas.ca; (780) 957-2544
- M.D. Agricultural Services - Quentin Bochar: quentin.bochar@mdgreenview.ab.ca; (780) 524-5237
- M.D. Environmental Services - Gary Couch: gary.couch@mdgreenview.ab.ca; (780) 524-4432
- M.D. Road Manager - Norm Patterson: Norm.Patterson@mdgreenview.ab.ca; (780) 524-5237
- Northern Gateway Public Schools - Michael Gramatovich: mike.gramatovich@ngps.ca; (780) 778-6719

Administration Office	Operations Building	Family & Community Support Services	Grovedale Sub-Office	Grande Cache Sub-Office
Box 1079, 4806-36 Ave Valleyview, AB T0H 3N0 Phone: 780.524.7600 Fax: 780.524.4307	Box 1079, 4802-36 Ave Valleyview, AB T0H 3N0 Phone: 780.524.7602 Fax: 780.524.5237	Box 1079, 4707-50th Street Valleyview, AB T0H 3N0 Phone: 780.524.7603 Fax: 780.524.4130	Box 404, Lot 9, Block 1, Plan 0728786, Grovedale, AB T0H 1X0 Phone: 780.539.7337 Fax: 780.539.7711	Box 214, 10028-99st Street Grande Cache, AB T0E 0Y0 Phone: 780.827.5155 Fax: 780.827.5143
Toll Free: 1.888.524.7601			www.mdgreenview.ab.ca	





# BYLAW No. 15-758

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 No. 03-396, being the Land Use Bylaw for the Municipal District of Greenview No. 16

**PURSUANT TO** Section 692 of the Municipal Government Act, being Chapter M-26, R.S.A. 2000, as Amended, the Council of the Municipal District of Greenview No. 16, duly assembled, enacts as follows:

1. That Map No. 199 in the Land Use Bylaw, being Bylaw No. 03-396, be deleted to reclassify the following area:

All that Portion of the  
Northeast (NE) Quarter of Section Twenty (20)  
Within Township Seventy (70)  
Range Twenty-Four (24) West of the Fifth Meridian (W5M)

As identified on Schedule "A" attached.

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

Read a first time this \_\_\_ day of November, A.D., 2015.

Read a second time this \_\_\_ day of \_\_\_\_\_, A.D., 2016.

Read a third time and passed this \_\_\_ day of \_\_\_\_\_, A.D., 2016.

\_\_\_\_\_  
REEVE

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER

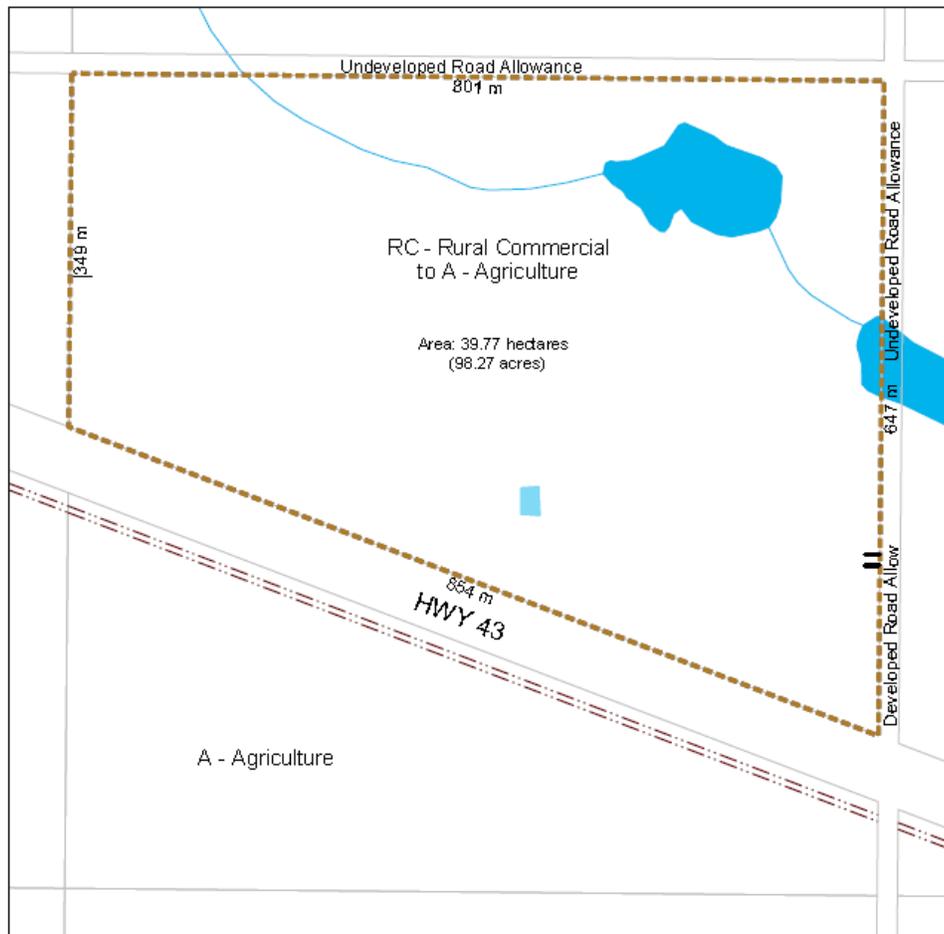
## SCHEDULE "A"

To Bylaw No. 15-758

### MUNICIPAL DISTRICT OF GREENVIEW NO. 16

All that Portion of the  
Northeast (NE) Quarter of Section Twenty (20)  
Within Township Seventy (70)  
Range Twenty-Four (24) West of the Fifth Meridian (W5M)

Is reclassified from Rural Commercial (RC) District to Agriculture (A) District as identified below:





# REQUEST FOR DECISION

---

SUBJECT:	<b>Maintenance on Secondary Highway 666</b>	REVIEWED AND APPROVED FOR SUBMISSION
SUBMISSION TO:	REGULAR COUNCIL MEETING	ACAO: DM    MANAGER: GM
MEETING DATE:	November 24, 2015	GM: GG    PRESENTER: GM
DEPARTMENT:	INFRASTRUCTURE & PLANNING/OPERATIONS	LEGAL/ POLICY REVIEW: INT
FILE NO./LEGAL:	File Number, Legal or N/A.	FINANCIAL REVIEW:
STRATEGIC PLAN:		

---

## RELEVANT LEGISLATION:

**Provincial** (cite) – N/A

**Council Bylaw / Policy** (cite) – N/A

---

## RECOMMENDED ACTION:

**MOTION: That Council accept for information a Letter of Agreement for Snow Removal Services on Highway 666 between Ledcor Alberta Limited and the Municipal District of Greenview No. 16.**

---

## BACKGROUND / PROPOSAL:

This agreement is the result of meetings and conference calls that Greenview I&P/Operations, Ledcor and Alberta Transportation have had since January 21, 2015.

Please refer to highlighted areas in paragraphs 1, 2 and 3.

In paragraph 1 the highlighted area reads “as requested by Ledcor” and in paragraph 2 it reads “Ledcor may make a request”. This is, of course, in reference to when the snow and ice removal is to be done. I tried to clarify this with Freddy Kibambe (Ledcor) but was told that when we have a winter occurrence of inclement weather Dennis Loewen is to contact George Stasiuk (Ledcor) to get clearance to proceed with the snow and ice removal and sanding services for Hwy. 666. Freddy felt that no change to the Letter of Agreement was required and that this arrangement would work fine. What also needs to be brought to light is that this is not a high priority road for Ledcor.

If this is how the agreement is implemented it raises not only safety concerns but may increase ratepayers dissatisfaction with how the road is maintained. Greenview Operations cannot be refused the right to clear this road when we are going to maintain our own road network. Ledcor cannot call Dennis 3 hours later and request that winter maintenance be done when our equipment has been deployed to other areas. If this is not a high priority road for Ledcor and if there is a budgeted amount of money allocated to Hwy. 666 this could also reflect on how often the road is cleared. Once Greenview drops a blade on Hwy. 666 it may be perceived by the public that we are now maintaining this section. When or if we are refused the right to clear this section Greenview may be criticized for being incompetent and not providing a consistent service to the rate payers.

As for paragraph 3 the highlighted areas refer to the rates that we are charging Ledcor for our services. The equipment is from our schedule of fees and the materials are at cost.

---

**OPTIONS – BENEFITS / DISADVANTAGES:**

**Options** – Council can either accept, alter or reject the proposed Letter of Agreement.

**Benefits** – There are no perceived benefits to Greenview entering into an agreement with Ledcor.

**Disadvantages** – Disadvantages may include safety issues and ratepayers negative perception of Greenview's Operational Department.

---

**COSTS / SOURCE OF FUNDING:**

The cost for this operation is unknown but the funding will come from the 2015 Operational Budget.

---

**ATTACHMENT(S):**

- Letter of Agreement.



Ledcor Group of Companies  
9910 – 39 Ave  
Edmonton, Alberta  
Canada T6E 5H8

November [ ], 2015

MUNICIPAL DISTRICT OF GREENVIEW NO. 16  
4802 – 36 Avenue  
PO Box 1079  
Valleyview, Alberta T0H 3N0

Attention: Gord Meaney, Manager of Operations

**Re: Letter of Agreement for Snow Removal Services (the “Agreement”) between  
Ledcor Alberta Limited (“Ledcor”) and Municipal District of Greenview No. 16 (“Greenview”)**

Dear Gord:

1.) As you are aware, Ledcor has contracted with the Province of Alberta (“Alberta Transportation”) to perform snow removal and maintenance services on certain provincially controlled roads. Further to our ongoing discussions, this Agreement sets forth the exclusive terms and conditions on which Greenview will provide, as requested by Ledcor, snow and ice removal and sanding services (the “Services”) on the portion of Secondary Highway 666 between the Divisional line of the MD of Greenview 16 service/control area and Ledcor’s service/control area (AT Roads) at the West end of SH666 through the Intersection of the 700 Road and SH666 and through to the Intersection of SH666 and Highway 40, including the Grovedale Hill passing the O’Brien Park, a total approximate length of 36.5km (73 lane KM). Please review this Agreement and, if acceptable to you, sign and return one copy to us.

#### Request for Services

2.) From time to time, Ledcor may make a request to Greenview to provide Services on the AT Roads. Ledcor will direct such a request to Dennis Loewen, Roads Supervisor at [Dennis.Loewen@MDGreenview.ab.ca](mailto:Dennis.Loewen@MDGreenview.ab.ca), or, if Dennis is unavailable, to Gord Meaney, Manager of Operations at [Gord.Meaney@MDGreenview.ab.ca](mailto:Gord.Meaney@MDGreenview.ab.ca). We understand that Greenview may change these representatives at any time you provide written notice to us. Upon receiving a request from Ledcor, Greenview will respond that it either accepts or declines to perform the requested Services. If Greenview does not respond to Ledcor’s request within three hours, the request will be deemed to be declined. For greater clarity it is anticipated that generally the requested support will be a “first pass” situation where Greenview’s truck will drop its plow and apply materials as it starts its initial deployment after a winter snow/ice event.

#### Fees for Services

3.) Ledcor will pay for the Services provided by Greenview at the rate of \$150.00 per hour plus a materials charge of \$42.00 per tonne for pickled sand (5% salt/sand mix). If pure salt is used as a material the rate will be 122.00/tonne. The hourly rate is based on Greenview’s use of a snow plow with wing attachment. Greenview will provide Ledcor with a monthly invoice accurately setting out the fees for the Services provided which also sets out the dates and times that the Services were provided along with other documents requested. Such invoices will be paid within 30 calendar days of receipt. Greenview will be responsible for all its costs to provide the Services.



### Service Levels

Greenview acknowledges that the Services will be performed in a good and workmanlike manner and in a manner consistent with the standard of care exercised by a prudent, experienced, qualified contractor providing similar services consistent with industry standards and practices and in accordance with all applicable laws, statutes, ordinances, rules, regulations and codes.

Greenview shall not assign its interest in this Agreement or subcontract the performance of any of the Services without having first received written consent from Leducor, which consent may be arbitrarily withheld.

Greenview shall indemnify and save harmless Leducor, its directors, employees, contractors, and representatives (the "Indemnified Parties") from and against all liabilities, losses, costs, damages, legal fees, disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which any of the Indemnified Parties may sustain, pay or incur or which may be brought or made against all or any of them caused by, or arising as a result of the breach of this Agreement, omission, breach of law, the wilful misconduct, negligent action or negligent failure to act, or any other act, of Greenview or any of those persons for whom Greenview is responsible at law.

### Term

This Agreement shall remain in effect from the date of this letter until terminated in accordance with this Agreement. Either party may terminate this Agreement by providing written notice to the other party to that effect (and such termination will take effect 15 days after the notice was given).

### Condition Precedent

This Agreement is conditional upon Leducor receiving the written approval of the Province of Alberta to allow Greenview to perform the Services in accordance with this Agreement on or before December 31, 2015. In the event that this condition is not satisfied by that date, this Agreement shall be automatically terminated.

### Insurance

Greenview shall, at its sole cost, obtain and maintain in force during the term of the Agreement:

- commercial general liability insurance with limits equal to \$5,000,000.00 inclusive per occurrence, against bodily injury, death and property damage, including loss of use thereof; and
- auto liability insurance for all motor vehicles owned or leased by the Greenview with limits equal to \$5,000,000.00 per occurrence for accidental injury or death to one or more persons, or damage to or destruction of property.

The insurance required to be maintained by Greenview shall be on terms and conditions and with insurers reasonably acceptable to Leducor and shall:

- provide that such insurer shall endeavor to provide to Leducor thirty days prior written notice of cancellation or termination of such policies; and
- with respect to Greenview's commercial general liability insurance, name Leducor as an additional insured.



Greenview shall, within 30 days of a request made by Ledcor and at the latest on or prior to commencement of any Services, deliver to Ledcor certificates of insurance evidencing compliance with these insurance requirements.

Greenview shall ensure all of their respective employees and representatives engaged in the performance of the Services are registered for workers' compensation coverage in accordance with the statutory requirements. Prior to the performance of any of the Services, Greenview shall provide Ledcor (and also upon Ledcor's request) evidence: (i) that it has an account with the Workers Compensation Board by providing WCB "Certificate Letters(s)" or similar document; and (ii) in the form of a WCB "Letter of Clearance" or similar document, confirming that its account is in good standing and that it has paid assessments made by the WCB in relation to the Services.

#### General

Greenview and Ledcor further acknowledge the following:

- All notices, communication, requests and statements required or permitted under this Agreement shall be in writing. Notice shall be served personally, or by e-mail.
- This Agreement shall be construed and governed by the laws of Alberta and the laws of Canada applicable therein and any disputes that cannot be resolved by the parties will be resolved by the courts of Alberta.
- Nothing in this Agreement shall be deemed to create any relationship between the parties other than an independent service agreement between the two parties at arm's length.
- Each of the parties agree to do such things as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement.
- This Agreement may not be amended, except where any such changes are reduced to writing and signed by the parties.
- No consent or waiver by either party to or of any breach or default by any party in the performance by any other party of its obligations shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations by such party. Failure on the part of any party to complain of any act or failure to act of any other party or to declare any other party in default shall not constitute a waiver by such party of its rights under this Agreement.
- If any part of this Agreement be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and will continue be enforceable to the fullest permitted by law.
- The parts of this Agreement which, by their context, are meant to survive the termination or expiry of the term shall survive the termination or expiry of the term.
- This Agreement may be signed in several counterparts each of which when so signed shall be deemed to be an original.



We look forward to working with Greenview in the effort of continuously improving the safety of the public on highway 666. If you have any questions, please do not hesitate to contact the undersigned or Freddy Kibambe by telephone or email.

Yours truly,

**LED COR ALBERTA LIMITED**

By: \_\_\_\_\_

Chris McLorg, Eng.  
 General Manager, Highways  
 Ledcor Alberta Limited  
 9910 39 Ave  
 Edmonton, Alberta T6E 5H8  
 Fax: 780-643-8947  
 Direct Tel: (780) 465-8680  
 E-mail: [Chris.McLorg@Ledcor.com](mailto:Chris.McLorg@Ledcor.com)

**Seen and agreed to by:**

**MUNICIPAL DISTRICT OF GREENVIEW NO. 16**

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

REEVE DALE GERVAIS

(c/s)

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

CAO MIKE HAUGEN

Date:



# REQUEST FOR DECISION

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SUBJECT:	<b>Little Smoky Distribution System</b>	REVIEWED AND APPROVED FOR SUBMISSION
SUBMISSION TO:	REGULAR COUNCIL MEETING	ACAO: DM    MANAGER: INT
MEETING DATE:	November 24, 2015	GM: GG    PRESENTER: GG
DEPARTMENT:	INFRASTRUCTURE & PLANNING/ENVIRONMENTAL SERVICES	LEGAL/ POLICY REVIEW: INT
FILE NO./LEGAL:	File Number, Legal or N/A.	FINANCIAL REVIEW:
STRATEGIC PLAN:		

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## RELEVANT LEGISLATION:

**Provincial** (cite) – (*Below*)

**Council Bylaw / Policy** (cite) – *Motion: 15.05.138. Moved by Councillor Bill Smith. That Council request administration to bring forth information on expanding the hydrogeological studies within the Grovedale area.*

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## RECOMMENDED ACTION:

**MOTION: That Council accept for information the report on the Little Smoky Water Distribution System.**

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## BACKGROUND / PROPOSAL:

In September 2015 Council passed a motion directing Administration to prepare a Local Improvement Tax Plan and Bylaw for the Hamlet of Little Smoky Water Distribution System Project with a charge of \$12,500.00 per metered account.

In light of new information and research administration would like to present Council will a variety of options and discuss which options would be best suited for the project.

The option chosen by council for the Little Smoky Distribution may be considered for the future Grovedale/ Landry Heights Distribution Systems.

## Option 1) Local Improvement

### Section 391

“Local improvement” means a project

- a) That the council considers to be of greater benefit to an area of the municipality than to the whole municipality, and
- b) That is to be paid for in whole or in part by a tax imposed under this Division. 1994

### Lawyer's response

"The Local Improvement provisions start at s. 391 of the MGA and are appropriate when there is a project that council considers to be of greater benefit to a particular area of the municipality than to the whole municipality and that is to be paid for by the imposition of a local improvement tax. A local improvement can be started by a petition from owners who want some project done or by Council's own initiative. If council has on its own initiative proposed a local improvement, the next stage is to prepare a local improvement plan (which must contain all the things listed in s. 395(1)) including, the project and its location, which parcels of land the tax will be imposed on, the person(s) who will be liable to pay the tax, how the tax rate will be calculated (assessment, per parcel, units of frontage, units of area) and the estimated cost of the local improvement. After the plan is done, the municipality must send out notices to the person who will be liable to pay the local improvement tax. If no sufficient petition is received against the proposed local improvement, council passes a local improvement tax bylaw authorizing council to impose the local improvement tax in respect of all land in a particular area of the municipality to raise revenue to pay for the local improvement that benefits that area of the municipality."

### Key Points of the local improvement plan

- The tax will be imposed on all parcels of land within the area of the local improvement.
- The tax rate will be based on each parcel of land
- The tax rate will be spread over a period of 20 years.
- The purposed tax rate is \$12,500.00 ( \$625.00 per year)
- Landowners have the right to petition against the local improvement

### Private connection to a local improvement

"Private connection" means from the main distribution lines to the property line (shut off)

### Section 409

- (1) If a local improvement for sewer or water has been constructed, the municipality may construct private connections from the local improvement to the street line if the council approves the construction.
- (2) The cost of constructing a private connection must be imposed against the parcel of land that benefits from it and the owner of the parcel has no right to petition against its construction.

\*\*\*\*\*Landowners have no right to petition against the construction of a private connection to a local improvement.

### Exemption from local improvement tax

**Section 407(1)** If a sanitary or storm sewer or a water main is constructed along a road or constructed in addition to or as a replacement of an existing facility

- (a) Along which it would not have been constructed except to reach some other area of the municipality, or
- (b) in order to provide capacity for future development and the existing sanitary and storm sewers and water mains are sufficient for the existing development in the area,

The council may exempt from taxation under the local improvement tax bylaw, to the extent the council considers fair, the parcels of land abutting the road or place.

### Question Posed to Lawyer:

There are a few parcels of land within the hamlet of Little Smoky that council would not like to impose the fee on. Also there is several landowners who have multiple lots that all have separate titles. They may contain the landowner's garage, or just be an adjoining lot to their residence. My question is:

1) Is there any way council may exempt lots?

**Lawyers Responses through phone call:**

The lots indicated would not pertain to the exemptions listed in Section 407. You could however refer to Section 347 Under the s. 347, Council would have to explain why it is fair to forgive or reduce the taxes for one parcel (and not another). Municipal and Government parcels are exempt

**Cancellation, reduction, refund or deferral of taxes**

**Section 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.

**What is required to proceed with a Local Improvement?**

- A Local improvement Plan
- A Local Improvement Bylaw

Pros	Cons
Financing for ratepayers through imposed tax	The tax must be imposed on all lots within the area (limited exemptions)
Tax would create approximately \$237,500.00 in revenue	Only covers the Main distribution system
Tax rate is set by council	Does not include construction of service connection( under private parcel)

**Option 2) Connection Fee**

**A) Impose a connection fee**

A connection fee gives the ratepayers the right to connect to the water distribution system. It does not include the construction of a service connection (service line from property line to residence) on private property.

**Section 37**

- (1) The owner of a parcel of land is responsible for the construction, maintenance and repair of a service connection of a municipal public utility located above, on or underneath the parcel.

**What is required to proceed with a Connection Fee?**

- Updates to Bylaw No. 12-663- Schedule of Fees

Pros	Cons
Potential savings for rate payers	No financing for ratepayers through imposed tax
Current practice for hamlets within Greenview	
No Liability on private property	

## Option 3) Special Tax

### Impose a Special Tax. Section 382

#### Lawyers Response:

“For a special tax bylaw, the relevant provisions start at s. 382 of the MGA. The contents of a special tax bylaw are mandated in these sections. You would need to include in the special tax bylaw the capital cost to build the lines and all the connections, as well as include that amount as a capital expenditure in the budget. Then you set out the special tax to be charged in that year to each affected property. The problem with special tax bylaws is they have to be passed every year.

So, you would need a special tax bylaw each year that says this amount will be charged against each property as a special tax to pay for the capital cost of the line and the connections. While it would make sense to have it payable over a number of years, you will only have this council for two more years, so it might be difficult to predict with any certainty that the special tax bylaw will be passed each year. The risk is that one year a council says no to the special tax bylaw and you don’t get anything back from the taxpayers to apply towards the capital cost.”

#### Taxable/ Non Taxable Properties:

##### Taxable property

###### Section 383

- (1) The special tax bylaw authorizes the council to impose the tax in respect of property in any area of the municipality that will benefit from the specific service or purpose stated in the bylaw.
- (2) The tax must not be imposed in respect of property that is exempt under section 351.

##### Non-taxable property

**Section 351(1)** The following are exempt from taxation under this Part:

(a) Property listed in section 298;

(b) Any property or business in respect of which an exemption from assessment or taxation, or both, was granted before January 1, 1995

(i) By a private Act, or

(ii) By an order of the Lieutenant Governor in Council based on an order of the Local Authorities Board.

Pros	Cons
Tax revenue	Special tax bylaw must be passed every year.
Tax rate is set by Council	Capital budget updates
Potential savings for ratepayers	Only covers constructions costs related to the main distribution system and/or up to the property line.
Can be applied to only benefiting parcels	

## Service Connection

“service connection” means the part of the system or works of a public utility that runs from the main lines of the public utility to a building or other place on a parcel of land for the purpose of providing the utility service to the parcel and includes those parts of the system or works described in section 29;

Connection of the service line from the street to the residents or building is not part of the local improvement or Special Tax. Landowners are responsible for these costs.

Service connection fall under Division 3 Public Utilities General

**Service connections – owner**

**Section 37**

- (1) The owner of a parcel of land is responsible for the construction, maintenance and repair of a service connection of a municipal public utility located above, on or underneath the parcel.
- (2) If the municipality is not satisfied with the construction, maintenance or repair of the service connection, the municipality may require the owner of the parcel of land to do something in accordance with its instructions with respect to the construction, maintenance or repair of the system or works by a specified time. (3) If the thing has not been done to the satisfaction of the municipality within the specified time or in an emergency, the municipality may enter on any land or building to construct, maintain or repair the service connection

**Service connections - municipality**

**Section 38**

- (1) Despite section 37, the council may as a term of providing a municipal utility service to a parcel of land give the municipality the authority to construct, maintain and repair a service connection located above, on or underneath the parcel.
- (2) A municipality that has the authority to construct, maintain or repair a service connection under subsection (1) may enter on any land or building for that purpose.

**\*\* If Greenview chooses to go ahead with the install of the service connections it has the potential to increase the project budget due to Engineering costs and contactor cost. \*\***

**What is required to proceed with installation of service line on private property?**

- Update By Law No. 11-664 Water Utilities Bylaw
- Possible updates to tender package
- Possible contracts with additional contractors

Pros	Cons
Potential savings for rate payers	No financial aid for rate payers from Greenview

**Other Information**

**PLEASE NOTE:**

The Local improvement tax and The Special Tax **cannot** fund any portion of the service connection (under the private parcel). These cost are due to Greenview by the rate payer and there is no way of funding this.

Local improvement tax **can** fund a portion of the main distribution system.

Special Tax **can** fund the private connection (from the main distribution system to the property line)

**No** funding is available for the service connection (under the private parcel)

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**OPTIONS – BENEFITS / DISADVANTAGES:**

**Options** – Council could choose to review how the associated costs may be applied to the ratepayers.

**Benefits** – The benefit is that council may have additional information on the various options available.

**Disadvantages – N/A**

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**COSTS / SOURCE OF FUNDING:**

Capital budget.

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**ATTACHMENT(S):**

N/A



## REQUEST FOR DECISION

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SUBJECT:	<b>Greenview Veterinary Clinic Lease</b>	REVIEWED AND APPROVED FOR SUBMISSION	
SUBMISSION TO:	REGULAR COUNCIL MEETING	ACAO: DM	MANAGER: QFB
MEETING DATE:	November 24, 2015	GM: DM	PRESENTER: QFB
DEPARTMENT:	COMMUNITY SERVICES/AGRICULTURE		LEGAL/ POLICY REVIEW: INT
FILE NO./LEGAL:	N/A		FINANCIAL REVIEW:
STRATEGIC PLAN:			

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### RELEVANT LEGISLATION:

**Provincial** (cite) – N/A

**Council Bylaw / Policy** (cite) – N/A

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### RECOMMENDED ACTION:

**MOTION: That Council direct Administration to renew the Memorandum of Lease agreement for the Greenview Veterinary Clinic with Peace River Veterinary Clinic Ltd. for a five year term, as per the current terms of the lease.**

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### BACKGROUND / PROPOSAL:

Currently Greenview has a Memorandum of Lease agreement with the Peace River Veterinary Clinic Ltd which expires December 31, 2016. The agreement does have an option for renewal clause to extend the agreement for an additional five years. As part of the existing agreement there is a list of equipment that has been provided by Greenview referred to as Schedule B. The Peace River Veterinary Clinic currently pays a per month fee of \$2,000.00 which includes all utility expenses.

During the September 2015 Agriculture Service Board (ASB) meeting, there were deliberations regarding purchasing new equipment or replacing the existing equipment for the veterinary clinic. The ASB made the following motion:

MOTION: 15.09.46 Moved by: Allen Perkins

That the Agriculture Service Board requests that Council of the MD of Greenview No. 16 continue, if possible, to renew the contract to lease the Valleyview Veterinary Clinic to the present Lessee.

Agriculture Service Board also requests that the new lease agreement have provision for the Lessor to provide only the equipment that is listed in 'Schedule B'.

CARRIED

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OPTIONS – BENEFITS / DISADVANTAGES:

**Options** – Council may choose to accept, deny or alter the recommendation.

**Benefits** – The benefit of Council approving the recommendation is that the current veterinary practice will continue to provide services to Greenview residents.

**Disadvantages** – The disadvantage of Council choosing not to accept the recommendation is that a new lease holder would be required which may result in a disruption of veterinary services.

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COSTS / SOURCE OF FUNDING:

Lease Agreement provides funding of \$24,000.00 per annum.

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ATTACHMENT(S):

- Greenview Veterinary Clinic Memorandum of Lease

0685 - PWA  
AG 04-12

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**MEMORANDUM OF LEASE**

**BETWEEN:**

**MUNICIPAL DISTRICT OF GREENVIEW NO. 16**

**-AND-**

**Peace River Veterinary Clinic Ltd.**

**Operating in Valleyview as the "Greenview Veterinary Clinic"**

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## ARTICLE 1

### GRANT OF LEASE

#### Section 1.01

The Municipal District of Greenview, a corporation in the Province of Alberta, and having an office in the Town of Valleyview, in the Province of Alberta, (hereinafter called "the Lessor") being registered as owner, subject however to such encumbrances, liens and interests as are notified by memorandum underwritten (or endorsed hereon) of the lands and premises described in Schedule "A" hereto, (the "Lands" and sometimes called the "Demised Premises") does hereby lease to Peace River Veterinary Clinic Ltd., (hereinafter called "the Lessee") all of the Lands, to be held by it the Lessee as tenant for the space of FIVE (5) years from the fifteenth (15<sup>th</sup>) day of January, 2012, and from thenceforth next ensuing and fully to be completed and ended on the thirty-first (31<sup>st</sup>) day of December, 2016, (but subject to renewal for additional Two (2) further terms of FIVE (5) years each in the circumstances and as hereinafter set forth and also subject to prior termination in the events hereinafter set forth) at the rental and subject to the covenants and powers implied and the special covenants, terms and conditions hereinafter set forth and which the Lessor and Lessee agree to observe and perform as the same may be applicable to each of them respectively. The Lessor hereby further leases to the Lessee all those chattels listed on attached Schedule "B" forming part of this agreement. The Lessee shall operate in Valleyview, for the term of this agreement, as the "Greenview Veterinary Service" and shall cease using this name upon termination of this agreement.

## ARTICLE 2

### CONDITIONS OF LEASE

#### Section 2.01

It is a condition of this Lease and any renewal that the Lessee staff the Demised Premises on a basis at least equivalent to that which a prudent veterinarian would follow. This shall include at least one fully qualified veterinarian and one veterinary technician, the selection of whom will remain at the sole discretion of the lessee. Notwithstanding the forgoing, the Lessee shall provide full-time staffing at a minimum from March 1, 2012 to and including May 31, 2012. If the Lessee breaches this obligation, the provisions of Article 13.01(2) apply.

#### Section 2.02

The parties agree that the Lessor and the Lessee may enter into a separate agreement for the lease, purchase, use or otherwise of equipment at the demised premises by the lessee, from the Lessor.

#### Section 2.03

The Lessee shall purchase such other equipment and supplies as are necessary to properly operate a veterinarian clinic.

#### Section 2.04

The Lessee shall ensure that after-hours service is available at all times outside the normal operating hours of the clinic, either through provision of the service by the lessee or employees of the clinic, or through contract, at the discretion of the lessee. The Lessee shall operate the clinic a minimum of five days per week. Provisions for call may necessitate the transfer to call for holidays or emergencies.

#### Section 2.05

The Lessee shall provide veterinary services which meet or exceed generally accepted professional standards as established by governing and ethics bodies as applicable in Alberta.

#### Section 2.06

The Lessee shall provide to the Lessor, annually, a written report summarizing the services provided for the year including, the number, nature and type of services provided. This report will be due by November 30<sup>th</sup> of each year for report on the previous fiscal year's services.

### ARTICLE 3

#### DEFINITIONS AND PRELIMINARY MATTERS

##### Section 3.01 WORDS AND PHRASES

1. Where the context so requires, words importing the singular include the plural, and vice versa, and words importing gender include the masculine, feminine and neuter genders.
2. The words "hereunder", "hereto", "hereof" and "herein" shall, unless the context clearly indicates the contrary, refer to the whole of this Agreement and not to any particular article, section or other subdivision of this Agreement; and the expressions "Article", "Section" and "Schedule" followed by a number or letter and no reference to another agreement mean and refer to the specified Article, Section or Schedule of this Agreement.
3. The terms "written" and "in writing" shall include printing, typewriting, and any electronic means of communication capable of being visibly reproduced at the point of reception including telexes, telegraphs, e-mails or telecopies.

##### Section 3.02 HEADINGS AND TABLE OF CONTENTS

The table of contents and the headings of all articles, sections and paragraphs herein are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

##### Section 3.03 EXTENDED MEANING

A reference to any one or more of the parties to this Agreement shall be deemed to be a reference to the respective successors and permitted assigns of such party, as the case may be.

## ARTICLE 4

### RENT

#### Section 4.01 MONTHLY RENT

1. The Lessee covenants and agrees to pay to the Lessor rent in the amount hereinafter set out and further covenants and agrees to pay the same at the times and in the manner provided in Section 4.02 hereof, together with interest on all rents in arrears at the rate of twelve (12%) per cent per annum.
2. The Lessee shall make all payments hereunder in lawful money of Canada, without demand or deduction, to the Lessor at its office in the Town of Valleyview, in the Province of Alberta, or at such other place as the Lessor may designate by notice in writing from time to time.
3. In addition to the rent payable hereunder the Lessee shall pay to the Lessor all goods and services taxes, customs and excise taxes and other taxes and debts payable by law in respect of this Lease and/or the rents payable hereunder.

#### Section 4.02 AMOUNT OF RENT

1. In Section 4.02 hereof the term "Lease Year" means any one of the consecutive periods of twelve months comprising the term of this Lease, the first Lease Year being the period of twelve months commencing on the date of commencement of the Term and ending on the day preceding the first anniversary of such date of commencement and each succeeding Lease Year being a period of twelve months commencing on the day following the expiration of the preceding Lease Year.
2. In this Lease the term "Principal Term" shall mean the five year period from January 1, 2012 to December 31, 2016.
3. In this Lease the term "Renewal Term" shall mean the period by which the term hereof may be extended by renewal of this Lease under the provisions of Section 16.01 hereof.
4. In this Lease the word "Term" shall include both the Principal Term and all Renewal Terms except where the context of the word would otherwise indicate.
5. During the Principal Term of the Lease, from the commencement of the Term until December 31, 2016, the Basic Monthly Rent shall be \$2,000.00, due and payable on the first day of each month for the duration of the term. This rent shall include the monthly cost of utilities

which are communal water and sewer servicing, natural gas and electricity. Utilities will be paid by the Lessor.

6. At the onset of the First Renewal Term of the Lease, the Basic Monthly Rent shall be established at \$2,000 per month plus the cost of living adjustment equivalent for the five (5) year previous term, based on published rates provided by the Government of Canada for the Consumer Price Index. The Basic Monthly Rent shall be due and payable on the first day of each month for the duration of the term.

## ARTICLE 5

### LESSOR'S TITLE

#### Section 5.01

1. The Lessee covenants and agrees that the Demised Premises are let hereunder subject to:
  - a. the existing state of the title thereof as of the commencement date;
  - b. all Land Use Bylaws, regulations, restrictions and rules, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and
  - c. any state of facts which an accurate survey or physical inspection thereof might show.
2. The Lessor makes no representations as to the quality or state of the Demised Premises or their suitability, for Lessee's proposed use or developments. Without limiting the foregoing, the Lessee accepts the soils conditions of the Demised Premises "as is".

## ARTICLE 6

### REAL ESTATE TAXES AND UTILITY CHARGES

#### Section 6.01

1. The Lessor will, during the term hereof, pay and discharge when due, all taxes, rates, duties and assessments whatsoever (including without limiting the generality of the foregoing assessments for local or public improvement and school taxes) in respect of the Demised Premises, and any tax levied in lieu of a realty tax, that may be levied, charged or assessed on or against the Demised Premises, or against any property brought thereon by the Lessee or any of its subtenants. Further, the Lessor will, during the term hereof, pay all water, sewer, natural gas and electricity utilities.
2. The Lessee will, during the term hereof, pay when due, every business tax or licence fee payable in respect of any business carried on therein, or in respect of the occupancy of the Demised Premises by the Lessee or by any of its subtenants, whether such taxes, rates, duties, assessments or licence fees are charged by any municipal, school, ecclesiastical, parliamentary or

other body and whether or not they are now existing or within the contemplation of the parties hereto, and will indemnify and keep indemnified the Lessor and its property from and against payment of all loss, costs, charges and expenses occasioned by or arising from any and every such tax, rate, duty, levy, charge, assessment or licence fee. The Lessee shall furnish to the Lessor receipts or other documents evidencing payment of the aforesaid items from time to time upon request.

## ARTICLE 7

### MAINTENANCE, REPAIR AND INSURANCE

#### Section 7.01 REPAIR AND CARETAKING

1. During the Principal Term, the Lessor shall maintain and keep in good and substantial repair and condition the Demised Premises and all buildings, fixtures and improvements of whatsoever nature now or at any time hereafter forming part of the Demised Premises and used in connection therewith, including that resulting from reasonable wear and tear but excluding that resulting from the negligence of the Lessee. During any Renewal Term, the Lessor shall be responsible for structural repair of the Demised Premises, and the Lessee shall be responsible for day-to-day maintenance of the Demised Premises and any repair of a non-structural nature.
2. The Lessee shall, at its own expense, provide caretaking service for the Demised Premises, excepting that the Lessor shall provide snow removal, within a reasonable time period of snow fall, for the veterinary clinic lot, adequate to enable clients to access both the large and small animal facilities. The Lessor shall further be responsible for summer yard maintenance which shall include grass cutting and weed removal, the amount and extent of which shall be to the Lessor's satisfaction. The Lessor shall not be liable to the Lessee for any business or other losses resulting from delays in provision of snow removal services.
3. In the event the Lessee is responsible for any repair or replacement and in the event of any single repair or replacement being necessary which involves a cost of more than Fifty Thousand (\$50,000.00) Dollars, the Lessee shall before commencing the repair obtain the written approval of the Lessor. The Lessee shall cause all work done in connection with any such repair or replacement to be done promptly and in a good and workmanlike manner in accordance with the plans and specifications previously approved by the Lessor, and with all applicable building and land use bylaws, and with all applicable laws, orders, rules, regulations and requirements of all federal, provincial and municipal governments and agencies. In addition, the Lessee will at its sole expense keep the Lessor indemnified by insurance in amounts and with companies reasonably satisfactory to the Lessor against all claims whatsoever arising out of the work or repair or replacement, such insurance to be in the names of both the Lessor and Lessee as insureds thereunder.

#### Section 7.02 COMPLIANCE WITH THE LAW

The Lessee will comply with the requirements of every applicable statute, law and ordinance, and with every applicable lawful regulation or order with respect to the removal of any

encroachment, or to the addition, equipment, maintenance, use or occupation of the Demised Premises, including making of any alteration or addition thereto or in connection therewith, whether or not such alteration be structural or be required on account of any particular use to which the Demised Premises or part thereof may be put, and whether or not such requirement, regulation or order be of a kind now existing or within the contemplation of the parties hereto.

### Section 7.03 COMPLIANCE WITH REGULATIONS

The Lessee shall comply with any applicable regulation or order of the Canadian Fire Underwriters Association or of any body having similar functions or any liability or fire insurance company by which the Lessor and/or the Lessee may be insured.

### Section 7.04 INSPECTION

It shall be lawful for the Lessor and its agents at all reasonable times during the term hereof to enter the Demised Premises to examine the condition thereof and the Lessee shall forthwith upon receipt of notice from the Lessor that certain repairs are required commence such repairs and diligently prosecute the same to completion.

### Section 7.05 LIENS

The Lessee shall forthwith pay off and cause to be discharged any builders' liens or similar liens that may be filed against the Lands and/or improvements and/or the leasehold estate created hereby during the term of this Lease by reason of activities of the Lessee, and shall indemnify and save harmless the Lessor from and against all such liens and all costs and expenses (including without limitation legal fees and disbursements on a solicitor-client full indemnity basis) incurred by the Lessor in respect of such liens; provided that the Lessee may contest the validity of any such lien on giving the Lessor reasonable security to ensure payment and to prevent any sale, foreclosure or forfeiture of the Lands, improvements thereon, the leasehold estate created hereby, or any estate therein by reason of such non-payment. Provided further that upon determination of the validity of any such lien the Lessee shall immediately pay any judgment in respect thereof rendered against the Lessee and/or the Lessor with all proper costs and charges including all costs incurred by the Lessor in connection with any such lien, and shall cause a discharge of such lien to be registered without cost to the Lessor. Nothing herein shall render the Lessor an "owner" under builders' lien laws or in any way make the Lessor responsible for or in respect of any builders' liens.

### Section 7.06 CONDITION ON EXPIRATION

The Lessee will at the expiration of the Principal Term hereof or the expiration of the last Renewal Term exercised hereunder in accordance with the terms hereof peaceably surrender and yield up to the Lessor the Demised Premises with the improvements thereon and appurtenances thereto.

### Section 7.07 INSURANCE

1. The Lessor will during the whole of the Principal Term hereof and any Renewal Term hereunder cause the buildings, fixtures, equipment and improvements from time to time forming

part of the Demised Premises to be insured for their full insurable value on a replacement cost basis in such minimum amounts and against loss by such insurable hazards as the Lessor may from time to time reasonably require.

2. The insurance proceeds shall be applied to the costs of restoration (hereinafter referred to as "the Work") and in case of any loss exceeding the sum of Fifty Thousand (\$50,000.00) Dollars shall upon request by the Lessee as herein provided, but subject to the right of the Lessor to retain from such proceeds the amount permitted or required to be retained by an owner of property under the Builders' Lien Act of Alberta or any successor to such statute or similar statute as protection against builders' or other liens, be paid out from time to time to the Lessee as the Work progresses. Such request by the Lessee shall be accompanied by:

- a. a certificate of the architect or engineer in charge of the Work, who shall be an architect or engineer employed by the Lessee and approved by the Lessor, stating:
  - i. that the sum requested is justly due to the contractor, subcontractors, material men, labourers, engineers, architects, or other persons, firms or corporations rendering services or materials for the Work, or is justly required to reimburse the Lessee for expenditures made by the Lessee in connection with the Work, and when added to all sums previously paid out by the Lessor, does not exceed the value of the Work done, to the date of such certificate; and
  - ii. the amount estimated to be necessary to complete the Work; and
- b. unless such proceeds are to be paid or released to the contractor in respect of the Work, evidence satisfactory to the Lessor that the Lessee has theretofore paid for the services or material made the basis of such request;

provided, however, that the Lessor shall not be required to make any such payment if and to the extent that the monies held by the Lessor thereafter would not be sufficient to complete the Work.

3. The Lessee shall maintain and pay all premiums for general public liability insurance, professional veterinarian practice insurance and insurance on the equipment specified in Schedule B and Schedule C and any other chattels kept upon the Demised Premises, excepting permanent fixtures included in Schedule B, in such minimum amounts as the Lessor shall reasonably request and with companies approved by the Lessor, and the Lessee shall during the term hereof from time to time provide the Lessor with the policies or certificates of insurance in forms satisfactory to the Lessor as evidence that such insurance is in full force and effect. The general public liability policies shall be written so that both the Lessor and the Lessee are named insureds.

4. All insurance required to be carried hereunder by the Lessee shall be non-cancellable except on thirty (30) days' prior written notice to the Lessor.

#### Section 7.08 USE AND OPERATION OF DEMISED PREMISES

1. The Lessee covenants that the Demised Premises and appurtenances thereto and every part thereof and all buildings and fixed improvements from time to time made in respect thereof in accordance herewith shall be used for the purposes of a veterinarian clinic, an animal pound, as required under the Municipal District of Greenview's Animal Control Bylaw, a small animal

grooming service, and veterinarian residence, and that the Lessee will not permit to be committed any waste or any nuisance thereon or permit any part of the Demised Premises to be used for any dangerous, noxious or offensive trade, occupation or business. The presence on the Demised Premises of animal manure or animal carcasses for limited periods of time, consistent with the standards of a well run veterinarian clinic, shall not constitute a breach of this term.

2. The parties agree this Lease will not govern any agreement between the parties as to the provision of animal control or animal pound services under the Municipal District of Greenview's Animal Control Bylaw, and that any such agreement shall be negotiated by the parties and entered into separate and apart from this Lease.

3. The parties agree that only individuals employed by the Lessee and their immediate families shall be entitled to reside in the residential portion of the Demises Premises.

4. The Lessee shall operate the property as a good quality development for the use aforesaid and shall in all respects manage the same as would a prudent owner.

## ARTICLE 8

### LIABILITY AND INDEMNITY OF LESSOR

#### Section 8.01

1. The Lessee shall indemnify and save harmless the Lessor from any and all liabilities, damages, costs, claims, suits or actions (including without limitation legal fees and disbursements on a solicitor-client, full indemnity, basis) growing out of:

- a. any breach, violation or non-performance of any covenants, conditions or agreements in this Lease set forth and contained on the part of the Lessee to be fulfilled, kept, observed or performed;
- b. any damage to property occasioned by the use and occupation of the Demised Premises or any part thereof;
- c. any injury to any person or persons, including death resulting at any time therefrom, occurring in or about the Demised Premises or any part thereof during the term of this lease and arising from or occasioned by any cause whatsoever except for an act or omission of the Lessor's agents or servants.

## ARTICLE 9

### ASSIGNMENTS AND SUBLETTING BY LESSEE

#### Section 9.01

1. The Lessee shall not assign, transfer or otherwise dispose of this Lease or sublet or part with possession of the Demised Premises either in whole or in part without the prior written consent of the Lessor which consent shall not be unreasonably withheld or arbitrarily withheld;

provided, however, that every assignment, transfer or other disposition shall nevertheless comply with Section 9.01(2) hereof.

2. No assignment, transfer or other disposition of this Lease shall be valid unless the assignee or transferee shall expressly covenant and agree in writing with the Lessor and on terms and conditions acceptable to the Lessor to observe and perform all of the terms and conditions of this Lease on the part of the Lessee to be observed and performed, and unless the assignee or transferee shall also covenant and agree that Section 9.01(1) hereof shall apply to any further assignment, transfer or other disposition.

## ARTICLE 10

### MORTGAGES BY LESSEE

#### Section 10.01

The Lessee may not assign or sublet its estate by way of mortgage, charge or other like encumbrance, and may not otherwise mortgage or charge its estate without the consent in writing of the Lessor first had and obtained, such consent not to be unreasonably withheld.

## ARTICLE 11

### CONTESTED CLAIMS

#### Section 11.01

The Lessor shall have the right to contest any fees or charges levied against the demised premises, such as taxes, assessment rate or any other fee or charge which the Lessor has the responsibility to pay, subject to any law or enactment to the contrary. The cost of contesting any such charge shall be the responsibility of the Lessor.

## ARTICLE 12

### DETERMINATION OF DISPUTES BETWEEN THE PARTIES

#### Section 12.01

1. If any dispute shall arise between the Lessor and the Lessee under s. 2.01, s. 6.01, s. 7.06, s. 7.08, and s. 13.01(1) hereof, but excluding s. 4.02 and s. 7.01(2), either party may require arbitration of the dispute by giving a written notice to arbitrate to the other. In such event each of the Lessor and the Lessee shall, within 10 days after the giving of such notice to arbitrate, give notice to the other nominating one arbitrator on its own behalf, and the two arbitrators so nominated shall within ten (10) days of the nomination of the second nominee, nominate a third arbitrator and the three arbitrators so nominated shall determine the dispute in accordance with this section and having regard to all of the provisions of this Lease (provided that if either party shall fail to nominate an arbitrator in accordance with the foregoing or if the two arbitrators who have been nominated fail to agree on the nomination of a third arbitrator, either the Lessor or the Lessee may apply upon notice to the other to a Justice of the Court of Queen's Bench of Alberta who shall have jurisdiction to nominate such arbitrator or arbitrators). The decisions of any two of the three arbitrators shall be binding upon the parties. The cost of each arbitration shall be borne equally between the Lessor and the Lessee. Except as to the matters otherwise provided herein the provisions of the Arbitration Act of Alberta (or any successor statute) shall apply; provided always that if any dispute has not been determined by the arbitrators within sixty (60) days of giving of the notice to arbitrate, either the Lessor or the Lessee at any time thereafter, but prior to a determination being made by the arbitrators, shall be entitled to have recourse to the Courts of Alberta having jurisdiction and the jurisdiction of the arbitrators in respect of such dispute shall cease.
2. Except where this Lease provided for the manner of determining a dispute and that the determination so made shall be binding upon the parties, the parties shall have all their normal remedies at law or in equity, and in particular nothing herein shall deprive the Lessor of recourse to all its legal and equitable remedies in respect of the breach by the Lessee of any of its obligations under this Lease.
3. Notwithstanding subsection (1) hereof, if the Lessor and Lessee agree to have the arbitration conducted by a single arbitrator, and agree on the person who be such arbitrator, then the arbitration may be completed with such sole arbitrator, whose decision shall be binding upon the parties.
4. For any concerns expressed by customers of the Lessee, the Lessor will be responsible for providing a prescribed form to the Lessor's satisfaction which may be completed by any customer with a service complaint. The Lessor will provide a copy of all complaints to the Lessee who will attempt to resolve any arising issues between the Lessee and its customers. The Lessee will provide the Lessor with a written report of the outcome of this process within thirty (30) days of the complaint. If this process is unsuccessful, customers will be encouraged to register a complaint with the Alberta Veterinary Medical Association. Nothing in the agreement prevents a customer from submitting a complaint directly to the Alberta Veterinary Medical Association.

QUIET POSSESSION AND FORFEITURE

Section 13.01

1. The Lessor covenants with the Lessee as follows:

- a. that upon the Lessee paying the rent hereby reserved and performing and observing the covenants hereinbefore on its part contained the Lessee shall and may peaceably possess and enjoy the Demised Premises for the Principal Term hereby granted and any renewals of the Term exercised hereunder without any interruption or disturbance from the Lessor or from any other person or persons lawfully claiming by, from or under it;

PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED THAT:

2.

a. If and whenever:

- i. the Lessee shall default in the payment of rent or of any other sum required to be paid by the Lessee by any provision of this Lease, and such default shall continue for five (5) days after notice thereof given by the Lessor to the Lessee; or
- ii. the Lessee shall default in performing or observing any of its other covenants or obligations under this Lease, and the Lessor shall have given to the Lessee notice of such default, and at the expiration of fifteen (15) days after the giving of such notice the default shall continue to exist (or, in the case of a default which cannot with due diligence be cured within a period of fifteen (15) days, the Lessee shall fail to proceed promptly after giving of such notice to begin to cure the same); or
- iii. the term hereby created shall be seized or taken in execution by any creditor of the Lessee; or
- iv. the Lessee shall make an assignment for the benefit of creditors, or shall become bankrupt, or shall make application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or any action whatsoever legislative or otherwise be taken with a view to the winding-up, dissolution or liquidation of the Lessee,

then and in any of such cases the then-current month's rent together with the rent for the three (3) months' next ensuing shall immediately become due and payable, and the Lessor may without notice or any form of legal process whatever forthwith re-enter upon the Demised Premises or any part thereof in the name of the whole, whereupon this Lease shall terminate forthwith, anything contained herein or in any statute or law to the contrary notwithstanding, provided however that such termination shall be wholly without prejudice to the right of the Lessor to recover arrears of rent or damages for any antecedent breach of covenant on the part of the Lessee. Provided further that notwithstanding such termination the

Lessor may subsequently recover from the Lessee losses, damages, costs and expenses whatsoever (except for loss of future profits save as otherwise provided herein) suffered by reason of the Lease having been prematurely determined.

- b. The Lessee waives and renounces the benefit of any present or future statute purporting to limit or qualify the Lessor's right to distrain and agrees with the Lessor that in any of the cases described in Subsection (a) of this paragraph the Lessor in addition to the other rights hereby reserved to it shall have the right to enter the Demised Premises as agent of the Lessee either by force or otherwise without being liable for any prosecution therefrom and to take possession of any goods or other personal property whatsoever on or in the Demised Premises and to sell the same at public or private sale without notice and apply the proceeds of such sale on account of the rent due or in satisfaction of the breach of any covenant to agreement herein contained and the Lessee shall remain liable for the deficiency, if any.
- c. The Lessee agrees with the Lessor that in any of the cases described in Subsection (a) of this paragraph the Lessor in addition to the other rights hereby reserved to it shall have the right to enter the said premises as agent of the Lessee either by force or otherwise without being liable for any prosecution therefrom and to re-lease or sublet, as the Lessee's agent, the demised premises or any part thereof, and to apply the proceeds of such re-leasing or subleasing on account of the rent due or in satisfaction of the breach of any covenant or agreement herein contained and the Lessee shall remain liable for the deficiency, if any.

3.

- a. No re-entry, forfeiture or termination of this lease by the Lessor shall be valid against a mortgagee, chargee or other encumbrancer of the whole of the Lessee's estate herein who has filed with the Lessor written notice of his mortgage, charge or encumbrance and specified an address for service, within any City in the Province of Alberta, (such mortgagee, chargee or holder of an encumbrance being hereinafter, in this Subsection 13.01(3), called "the Mortgagee") unless the Lessor shall first have given to the Mortgagee notice of the default or contingency entitling the Lessor to re-enter, terminate or forfeit this Lease, and of the Lessor's intention to take such proceedings, and requiring the Mortgagee to cure the default. The Mortgagee shall thereafter have a period of thirty (30) days within which to cure the default or contingency, if the same can reasonably be cured within such period, and shall be permitted access to the Lands for that purpose. If the Mortgagee so cures or begins and continues as Lessee hereunder for the balance of the Term remaining at the date of the notice of default, provided that it attorns as Lessee to the Lessor and undertakes to be bound by and to perform and observe the covenants of the Lessee in this Lease.
- b. If this Lease shall be terminated as against the Lessee pursuant to the provisions of Paragraph (2) hereof, it shall be deemed nevertheless to continue in force between the Lessor and the Mortgagee for the balance of the term remaining at the date of termination if the Mortgagee shall observe the requirements of Sub-paragraph (a) of Section 13.01 (3) hereof and shall within thirty (30) days of the date of the notice referred to in such Sub-paragraph (a) attorn to the Lessor and

undertake be bound by and to perform and observe the covenants of the Lessee in this Lease.

- c. Any re-entry, termination or forfeiture of this Lease made in accordance with the provisions of this Lease as against the Lessee shall be valid and effectual against the Lessee even though made subject to the rights of any mortgagee, chargee, or encumbrancer of the Lessee's estate to continue as Lessee hereunder.
4. When the Lessee is not in default under this Lease, the Lessee may terminate this Lease by giving the Lessor written notice not less than three (3) months in advance of the effective date of the termination.

## **ARTICLE 14**

### **WAIVER**

#### Section 14.01

No waiver by the Lessor of any breach by the Lessee of any of its obligations, agreements or covenants hereunder shall be a waiver of any subsequent breach or of any other obligation, agreement or covenant, nor shall any forbearance by the Lessor to seek a remedy for any breach by the Lessee be a waiver by the Lessor of its rights and remedies with respect to such or any subsequent breach.

## **ARTICLE 15**

### **INJUNCTION**

#### Section 15.01

In addition to any other remedies provided in this Lease or otherwise available to the Lessor, the Lessor shall be entitled to obtain an injunction restraining any violation or attempted or threatened violation by the Lessee of the Lessee's covenants herein contained.

## **ARTICLE 16**

### **RENEWAL OF LEASE**

#### Section 16.01

If the Lessee duly and regularly pays all rent provided for herein and performs all and every of the covenants, provisos and agreements herein on the part of the Lessee to be paid and performed, then the Lessee shall have and is hereby granted the option to renew the Term of this Lease for the period of five (5) years, such option to be exercisable upon written request of the Lessee given as herein provided to the Lessor not later than six (6) months prior to the expiration of the Principal Term; and such Renewal Term shall be subject to and be upon the same terms and conditions as the Principal Term except that the Basic Annual Rent for each year of each Renewal Term shall be in the amount set out in s. 4.02 (6), hereof and except also that the provision for renewal contained in this s. 16.01 shall apply to the first two (2) Renewal Terms. It is a condition precedent to the right to exercise and enjoy each option to renew that the Lessee shall duly and regularly have paid the Basic Annual Rent provided for herein and performed all and every of the covenants, provisos and agreements herein on the part of the Lessee to be paid

and performed throughout the Principal Term and all Renewal Terms preceding the date of such exercise. For greater certainty, the total number of years available under the Renewal Terms is ten (10) years. On the expiry of the second renewal term, the Lessor and the Lessee may enter into negotiations to establish a succeeding lease contract for the facility.

## ARTICLE 17

### DEFAULT BY LESSEE

#### Section 17.01

1. In the event of default by the Lessee in performance of any of its obligations hereunder other than the payment of rent, the Lessor may but shall not be obliged to perform the same and the amount of any expenditures made by the Lessor in connection therewith including solicitor's fees on a solicitor-and-client basis, shall be deemed to be rent payable hereunder on the date incurred, and shall be reimbursed to the Lessor by the Lessee on demand together with interest at the rate of Twelve (12%) per cent per annum from the date incurred until paid. The Lessor shall, however, be under no obligation to remedy any default of the Lessee, and shall not incur any liability to the Lessee for any act or omission in the course of its curing or attempting to cure any such default.

2. The Lessee will observe and perform all of its obligations in respect of assignments, subleases, agreements for tenancy, mortgages, charges and encumbrances of its leasehold interest and will not suffer or allow any such obligations to be in default, and if any such default shall occur the Lessor may, but shall not be obliged to, rectify such default for the account of the Lessee pursuant to the provisions of Paragraph (1) hereof, and may enter upon the Lands and premises thereon for such purpose, provided that no such entry shall be deemed to work a forfeiture or constitute a re-entry hereunder.

## ARTICLE 18

### HAZARDOUS SUBSTANCES

#### Section 18.01

The Lessee covenants with the Lessor that the Lessee will not bring, store or use upon the Demised Premises or the Land or any part of them any Hazardous Substances which means any substance which, except for those materials or substances required for and used in a typical veterinarian practice, is hazardous to persons or property and may include, without limiting the generality of the foregoing: (1) radioactive materials; (2) explosives; (3) any substance that if added to any water would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by people or by any animal, fish or plant; (4) any solid, liquid, gas or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that endangers the health, safety or welfare of persons or the health of animal life, interferes with normal enjoyment of life or property, or causes damage to plant life or to property; (5) toxic substances; and (6) substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted by any government or regulatory authority having jurisdiction over the Lessor, the Lessee, the Demised Premises or the Land of which the Demised Premises form a part ("Hazardous Substances"). If at any time, notwithstanding the foregoing covenant of the Lessee, there shall be any Hazardous Substances upon the Demised Premises or a part thereof,

the Lessee shall, at its own expense: (a) immediately give the Lessor notice to that effect and thereafter give the Lessor from time to time written notice of the extent and nature of the Lessee's compliance with the following provisions of this Lease; (b) promptly remove the Hazardous Substances from the Demised Premises in a manner which conforms with all laws and regulations governing the movement of the same; and (c) if requested by the Lessor, obtain at the Lessee's cost and expense a report from an independent qualified consultant designated or approved by the Lessor verifying the complete and proper removal thereof from the Demised Premises or reporting as to the extent and nature of any failure to comply with the foregoing provisions of this Lease. If the Lessee brings to or creates upon the Demised Premises any Hazardous Substance or if the conduct of the Lessee's business causes there to be any Hazardous Substance upon the Land or the Demised Premises, notwithstanding any rule of law to the contrary, the Hazardous Substance shall be and remain the sole and exclusive property of the Lessee and shall not become the property of the Lessor notwithstanding the degree of affixation of the Hazardous Substance or the goods containing the Hazardous Substance to the Demised Premises or the Land and notwithstanding the expiry or earlier termination of this Lease.

## **ARTICLE 19**

### **NOTICES**

#### Section 19.01

Whenever under the provisions hereof any notice, demands or requests are required to be given by either party to the other such notice, demand or request shall be deemed to have been served on the sixth (6<sup>th</sup>) day of mailing or personal delivery to the address of the Lessor at:

Municipal District of Greenview, Box 1079, Valleyview, AB T0H 3N0;

Or by facsimile to the Lessor at: 780- 524-4307;

And to the Lessee at the following address:

7710 – 100 Ave, Peace River, Alberta T8S 1M5

Or by facsimile to the Lessee at: 780-624-8603;

provided, however, that such addresses may be changed upon five (5) days' written notice.

## **ARTICLE 20**

### **OVER-HOLDING**

#### Section 20.01

If at the expiration of the Principal Term or any Renewal Term (if exercised or taken hereunder) of this Lease the Lessee shall hold over for any reason, the tenancy of the Lessee thereafter shall be from month to month only, and shall be subject to all terms and conditions of this Lease, except as to duration, in the absence of written agreement to the contrary.

## **ARTICLE 21**

### **SUCCESSOR AND ASSIGNS**

#### Section 21.01

The word "Lessor" wherever it occurs herein shall mean and extend to and include the Lessor, its successors and assigns; and the word "Lessee" shall mean and extend to and include the Lessee, its heirs, executors, administrators, successors and permitted assigns.

## **ARTICLE 22**

### **SEVERABILITY**

#### Section 22.01

If any term, covenant or condition of this Lease, or the application thereof, to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

## **ARTICLE 23**

### **JOINT AND SEVERAL LIABILITY**

#### Section 23.01

Wherever in this Lease and the covenants, provisos, conditions and agreements thereof there are words referring to the Lessee which impart the singular number, they shall, if there be more than one party Lessee to the Lease, be read and construed as applied to each of the Lessees, and to their respective successors, heirs, executors, administrators and permitted assigns; and all of the said covenants, provisos, conditions and agreements herein contained shall be, and shall be construed and held to be, joint and several.

## **ARTICLE 24**

### **ACCEPTANCE OF LEASE**

#### Section 24.01

The Lessee does hereby accept this Lease of the above described premises, to be held by it as tenant, and subject to the conditions, restrictions and covenants above set forth.

## **ARTICLE 25**

### **RIGHT OF FIRST REFUSAL**

Section 25.01

1. If the Lessor receives an offer to purchase the Lands, which the Lessor wishes to accept, the Lessor shall provide to the Lessee written notice of the offer and the details of that offer.
2. The Lessee shall have and is hereby granted by the Lessor a right of first refusal to acquire the Lands on the terms and at the price equal to the price set out in such offer, by notice in writing of exercise of such right given to the Lessor within FIFTEEN (15) DAYS after the date of receipt of the said offer and notice from the Lessor.
3. If the Lessee exercises its said right of first refusal, then the Lessor shall be deemed to have agreed to sell, transfer and assign to the Lessee the Lands. Upon such exercise, the Lessor and the Lessee shall complete the purchase and sale in accordance with the said offer.
4. If the Lessee does not exercise its said right of first refusal, then the Lessor shall be free to accept and to complete such sale.
5. If the Lessee does not elect to exercise the right of first refusal after receipt of a notice by the Lessor as set out in this clause and the Lessor does not complete the sale of the interest for sale upon the terms disclosed to the Lessee, the Lessee's right of first refusal shall continue in full force and effect for the term thereof and shall apply to any subsequent offer or sale of an interest for sale in respect to the Lands.

IN WITNESS WHEREOF the parties hereto have executed these presents under seal (witnessed as to parties Corporate by the hands of their respective officers duly authorized in that behalf) this 13<sup>th</sup> day of January, 2012.

**Municipal District of Greenview No. 16**

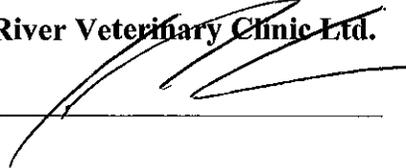
Per:

  
\_\_\_\_\_

(c/s)

**Peace River Veterinary Clinic Ltd.**

Per:

  
\_\_\_\_\_

(c/s)

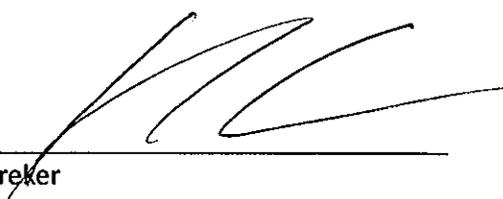
**FORM 31.1**

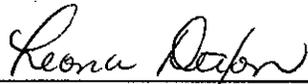
**Land Titles Act  
(Section 161)**

**I, Kevin Breker, of Peace River, Alberta, MAKE OATH AND SAY:**

1. I am an officer or a director of Peace River Veterinary Clinic Ltd. named in the within or annexed instrument.
2. I am authorized by the corporation to execute the instrument without affixing a corporate seal.

**SWORN BEFORE ME** at Valleyview )  
in the Province of Alberta, this )  
13<sup>th</sup> day of January, A.D. 2012. )  
)

  
\_\_\_\_\_  
Kevin Breker

  
\_\_\_\_\_  
**A COMMISSIONER FOR OATHS** in and for  
the Province of Alberta

**LEONA JEAN DIXON**  
MY COMMISSION EXPIRES  
FEBRUARY 17, 2013

**Schedule A**

**Lands and Premises**

The land and buildings located at 4602, 39<sup>th</sup> Avenue (Lot 5, Block 1, Plan 062 1239) in Valleyview, Alberta.

## Schedule B

### List of Equipment to be Provided by Lessor

Exam Table- wall mount  
Isolation Kennels  
Double-stacked parvo kennel  
Floor-mounted kennels  
Medical Kennels  
Cat Condo (3 cages)  
Clean Cage System (3 cages)  
Central Vacuum  
Child Change Table for Washroom  
1 Dental Table  
Removable Exam Top  
1 Anaesthetic Machine  
1 Autoclave  
Sx Table  
Scrub Sinks  
Exam & Surgical Lighting System  
Large Animal Chute & Holding system  
Large Animal Pen/Stall  
Large Animal Stocks  
Equine Exam Stocks



# REQUEST FOR DECISION

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SUBJECT:	<b>3 &amp; 10 Year Capital Plan</b>	REVIEWED AND APPROVED FOR SUBMISSION
SUBMISSION TO:	REGULAR COUNCIL MEETING	ACAO: DM    MANAGER: INT
MEETING DATE:	November 24, 2015	GM: INT    PRESENTER: RMO
DEPARTMENT:	CORPORATE SERVICES/FINANCE	LEGAL/ POLICY REVIEW: INT
FILE NO./LEGAL:	File Number, Legal or N/A.	FINANCIAL REVIEW:
STRATEGIC PLAN:		

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## RELEVANT LEGISLATION:

**Provincial** (cite) – MGA – Section 245 – Each council must adopt a capital budget for each calendar year.

**Council Bylaw / Policy** (cite) – N/A

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## RECOMMENDED ACTION:

**MOTION: That Council approve the 2016, 2017 and 2018 Capital Budget as presented.**

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## BACKGROUND / PROPOSAL:

The 10 Year Capital Plan was reviewed and discussed by Council on October 19<sup>th</sup>, 20<sup>th</sup> and November 10<sup>th</sup>, with focus on the upcoming 3 Year Capital Plan. Following these discussions, Administration completed the limited changes based on the direction received from Council.

The following are some highlights regarding the Capital Plan:

- ✓ Each year of the Capital Plan includes projected assessment increases;
- ✓ As you will note from the summary, maintaining the current mil rate will produce additional tax revenues based on projected assessment growth, as advised by Accurate Assessment;
- ✓ The Well Drilling Equipment Tax (WDET) has been projected at \$9,000,000 for the next 10 years. Administration is aware that the current agreement covers the upcoming 5 years and notes that we cannot predict the future of the WDET program based on current economies;
- ✓ Administration assumes the Municipal Sustainability Initiative (MSI) grant will continue until 2021;
- ✓ Administration assumes the Basic Municipal Transportation Grant (BMTG) will cease after 2016;
- ✓ Administration projected 28% of the annual revenue would be available for capital expenditures/projects;

- ✓ The balance remaining in reserves is \$135,410,268. Council allocated these reserves for capital expenditures at the beginning of 2015;
- ✓ Based on the proposed capital projects/expenditures, the total capital expenditures proposed for this 10 year period is \$417,713,094;
- ✓ The 2016 Capital Plan reflects \$88,714,898 in capital expenditures this includes \$28,269,741 in 2015 project carryovers. The 2017 Capital Plan is at \$55,265,200 and \$61,239,100 for 2018;
- ✓ To cover the proposed capital expenditures for the next three years, there is an expected draw down from reserves of \$76,520,856 to cover these capital expenditures;
- ✓ The projected operational expense will increase from \$50,402,211 (2015) to \$59,287,727 (2018), this is due to the expanded revenue sharing with other municipalities in the areas of protective services, recreation and community development initiatives grants as well as the increased service levels for the FTR and the expanded services to include extra road maintenance, etc.; it should also be noted that some of the items that were once budgeted under capital are now correctly budgeted under operational budgets.

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**OPTIONS – BENEFITS / DISADVANTAGES:**

**Options** – Council may choose to approve / deny / or ratify the 3 Year Capital Plan.

**Benefits** – The benefits of Council approving a 3 Year Capital Plan is that the projects may be carried out in a timely and efficient manner.

**Disadvantages** – N/A

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**COSTS / SOURCE OF FUNDING:**

Tax and reserve revenue.

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**ATTACHMENT(S):**

- Copy of Capital Plan