

### REGULAR COUNCIL MEETING AGENDA

Tues	day, April 26, 2016	9:00 AM	Council Cham Administration Buil	
#1	CALL TO ORDER			
#2	ADOPTION OF AGENDA			1
#3	MINUTES	3.1 Regular Council Meeting minutes held Apri to be adopted.	l 12, 2016 –	3
		3.2 Business Arising from the Minutes		
#4	PUBLIC HEARING			
#5	DELEGATION	5.1 2015 Crime Statistics		11
#6	BYLAWS	6.1 Tax Rate Bylaw		36
#7	OLD BUSINESS			
#8	NEW BUSINESS	8.1 Twp. 672 Connector Road		46
		8.2 Tax Arrears & Penalties		51
		8.3 Agriculture Appeal Committee		56
		8.3 Fox Creek Fire Hall Agreement		58
		8.4 Fox Creek Multiplex Facility Agreement		69
		8.5 Gap Analysis & Economic Impact Study for r Prairie Regional Hospital	new Grande	80

8.6 Grande Prairie Public Library Agreement	97
8.7 Town of Fox Creek – Proposed Annexation	102
8.8 Alberta Rural Municipal Administrators Association – Conference Sponsorship	106

#### #9 COUNCILLORS BUSINESS & REPORTS

#### #10 CORRESPONDENCE

- Chevron Canada Resource Operations
- Intermunicipal Collaboration Grant
- TransCanada Project Update
- Grande Cache Seniors Mini Bus Thank You
- Musreau Lake North No. 2 Receipt Meter Station
- Plains Midstream Canada Annual Report
- Questfire Energy Corporation 2016 Municipal Property Taxes
- Grande Prairie Regional College Invitation Convocation 2016

#### #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, April 12, 2016

# 1: CALL TO ORDER	Reeve Dale Gervais called the meeting to order at 9:03 a.m.	
PRESENT	Reeve Deputy Reeve Councillors	Dale Gervais Tom Burton George Delorme Roxie Rutt Bill Smith Dale Smith Les Urness
ATTENDING	Chief Administrative Officer General Manager, Corporate Services General Manager, Community Services General Manager, Infrastructure & Planning Communications Officer Recording Secretary	Mike Haugen Rosemary Offrey Dennis Mueller Grant Gyurkovits Diane Carter Lianne Kruger
ABSENT	Councillor	Dave Hay
#2: AGENDA	<ul> <li>MOTION: 16.04.126. Moved by: DEPUTY REEVE TOM BURTON</li> <li>That the April 12, 2016 agenda with the addition of;</li> <li>4.1 Public Hearing for Bylaw 15-757</li> </ul>	CARRIED
#3.1 REGULAR COUNCIL MEETING MINUTES	MOTION: 16.04.127. Moved by: COUNCILLOR ROXIE RUTT That the Minutes of the Regular Council Meeting held on Tues 2016 be adopted as presented.	day, March 22,
		CARRIED
#3.2 BUSINESS ARISING FROM MINUTES	3.2 BUSINESS ARISING FROM MINUTES:	
	Deputy Reeve Tom Burton stated that he spoke with gentlema the Organ Donation sign for DeBolt. There will be a meeting w Manager of Community Services.	

#5 DELEGATIONS	5.0 DELEGATIONS	
	5.1 CHEVRON CANADA PRESENTATION	
	Gord Mounce, Jim Navratil presented to Council the u Chevron Canada and answered any questions that Co	
CHEVRON CANADA PRESENTATION	MOTION: 16.04.128. Moved by: DEPUTY REEVE TOM That Council accept for information the presentation Presentation.	
	Tresentation.	CARRIED
	5.3 TRANSCANADA PRESENTATION	
	Cole Thomson, Brenna Herbert and Kate Dinning pres TransCanada's future projects and to answer any que	
TRANSCANADA PRESENTATION	MOTION: 16.04.129. Moved by: DEPUTY REEVE TOM That Council accept for information the presentation	
	Reeve Dale Gervais recessed the meeting at 10:13 a.n Reeve Dale Gervais reconvened the meeting at 10:27	
#4 PUBLIC HEARINGS	4.0 PUBLIC HEARINGS	
	4.1 BYLAW 15-757 RE-DESIGNATION FROM AGRICUL COUNTRY RESIDENTIAL ONE (CR-1) DISTRICT	TURE (A) DISTRICT TO
	Chair Gervais opened the Public Hearing regarding By a.m.	
IN ATTENDANCE	Development Officer Applicant	Demetri Prevatt Harvey Gaboury
APPLICANT(S) & PROPERTY OWNER(S)	Applicant(s) Property Owner(s)	Harvey Gaboury Brent Fournier
INTRODUCTIONS	The Chair requested each Council Member and Staff r themselves and asked Council Members if there were should be disqualified from the hearing. Each Members' reply was "No."	

	Minutes of a Regular Council Meeting M.D. of Greenview No. 16 Page 3	April 12, 2016
PURUPOSE OF THE HEARING	The purpose of the hearing is to hear submissions for Bylaw 15-757, being the bylaw of the MD of Green designate the proposed 5.85 hectare ± (14.7 acre) a from Agriculture (A) District to Country Residential	view, is required to re- area within SE-7-71-20-W5
QUESTIONS FROM COUNCIL TO APPLICANT	The Chair called for any questions to the Applicant None was heard.	from Council.
THOSE IN FAVOUR	The Chair requested that anyone in favour of the ap None came forward.	oplication come forward.
THOSE AGAINST	The Chair requested that anyone not in favour of th None came forward	e application come forward.
REFERRAL AGENCY & ADJACENT LANDOWNERS COMMENTS	The Planning & Development Coordinator provided responses from the referral agencies.	a summary of the
QUESTIONS FROM COUNCIL	The Chair called for any questions from Council.	*
QUESTIONS FROM APPLICANT OR PRESENTER	The Chair called for any questions from the Applica in favour or against the application with regards to Planning & Development, the referral agencies, or a	the comments from
FAIR & IMPARTIAL HEARING	The Chair asked the Applicant if they have had a fai Applicant replied, yes.	r and impartial hearing.
BYLAW 15-757 PUBLIC HEARING ADJOURNED	Chair Gervais adjourned the Public Hearing regardin a.m.	ng Bylaw #15-757 at 10:33
#6 BYLAWS	6.0 BYLAWS	
	6.1 BYLAW 16-762 – LITTLE SMOKY UTILITY INSTAL	LATION
BYLAW 16-761 FIRST READING	MOTION: 16.04.130. Moved by: DEPUTY REEVE TON That Council give First Reading to Bylaw 16-762, Litt Bylaw, to provide installation of service lines as an i the Hamlet of Little Smoky to connect to the new w being constructed in 2016.	tle Smoky Utility Installation ncentive for the residents of

# 6.2 BYLAW 15-757 RE-DESIGANTE FROM AGRICULTURE (A) DISTRICT TO COUNTRY RESIDENTIAL ONE (CR-1) DISTRICT

- BYLAW 15-757 SECOND READING MOTION: 16.04.131. Moved by: COUNCILLOR BILL SMITH That Council give Second Reading to Bylaw No. 15-757, to re-designate a 5.85 hectare ± (14.7 acre) area within SE-7-71-20-W5 from Agriculture (A) District to Country Residential One (CR-1) District, as per attached Schedule 'E'.
- BYLAW 15-757 THIRD READING MOTION: 16.04.132. Moved by: COUNCILLOR LES URNESS That Council give Third Reading to Bylaw No. 15-757, to re-designate a 5.85 hectare ± (14.7 acre) area within SE-7-71-20-W5 from Agriculture (A) District to Country Residential One (CR-1) District, as per attached Schedule 'E'.

CARRIED

#### #7 7.0 OLD BUSINESS

There was no Old Business to report.

#### #8 8.0 NEW BUSINESS

#### 8.1 IOSEGUN LAKE BASE PAVE PROJECT

IOSEGUN LAKE BASE PAVE PROJECT

MOTION: 16.04.133. Moved by: COUNCILLOR DALE SMITH That Council authorize administration to enter into an agreement with Town of Fox Creek regarding the paving of losegun Lake Road and to tender a 3.0 kilometer base pave project for losegun Lake Road to the current northern Town boundary with an upset limit of \$2,550,000 with funding to come from Road Infrastructure Reserves.

CARRIED

#### 8.2 NORTHWEST ALBERTA REGIONAL RESOURCE AGREEMENT

NORTHERN	
ALBERTA	
REGIONAL	
RESOURCE	
AGREEMENT	

MOTION: 16.04.134. Moved by: COUNCILLOR ROXIE RUTT That Council authorizes Administration to enter into the Northwest Alberta Emergency Resource Agreement.

CARRIED

		<i>Minutes of a Regular Council Meeting M.D. of Greenview No. 16 Page 5</i>	April 12, 2016	
		8.3 POLICY 3009 – ICE COVER WOR	<b>RK OPERATIONS</b>	
POLICY 3	8009	MOTION: 16.04.135. Moved by: DE That Council approve the Ice Cover recommendation from the Policy R	Work Operations Policy 3009	
				CARRIED
		8.4 POLICY 3008 – CONTRACTOR H	IEALTH & SAFETY MANAGEM	IENT
POLICY 3	8008	MOTION: 16.04.136. Moved by: CC That Council approve the Contractor as per the recommendation of the	or Health & Safety Manageme	ent Policy 3008 CARRIED
POLICY R	RESCINDED	MOTION: 16.04.137. Moved by: CC That Council rescind Contracted W Health & Safety Manual as per the Committee.	ork Policy 2012 as identified i	
		8.5 CANADA DAY FIREWORKS - VA		
		8.3 CANADA DAT FIREWORKS - VA		
CANADA FIREWOF		MOTION: 16.03.112. Moved by: CC That Council approve \$1000.00 fro Grant funding for the Valleyview 20	m the Community Services M	ow.
				CARRIED
		8.6 REQUEST FOR PROPOSAL: AER	IAL PHOTOGRAPHY SERVICES	5 2016
RFP – AE PHOTOG SERVICES	RAPHY	MOTION: 16.04.138. Moved by: CC That Council authorize Administrat Photography Services 2016 to Geod with funds to come from the Inform	ion to award the proposal for desy Group Inc. at a cost of \$1	L16,800.00,
		8.7 HIGH PRAIRIE FOREST RESOUR	CE ADVISORY COUNCIL	
ORGAN D SIGN	DOATION	MOTION: 16.04.139. Moved by: DE That Council appoint Councillor Da Advisory Council.		esource

CARRIED

#### **8.8 TOWN OF FOX CREEK – PROPOSED ANNEXATION** ROAD ALLOWANCE MOTION: 16.04.140. Moved by: COUNCILLOR ROXIE RUTT LICENSE That Council endorse the proposed annexation of four quarter sections as outlined in the March 18th letter from the Town of Fox Creek and direct Administration to provide written confirmation of said endorsement to the Town of Fox Creek. MOTION: 16.04.141. Moved by: DEPUTY REEVE TOM BURTON That Council table motion 16.04.140. requesting clarification regarding legal land description for the proposed annexation of four quarter sections. CARRIED MOTION: 16.04.142. Moved by: COUNCILLOR DALE SMITH That Council direct Administration to investigate the feasibility of installing a low pressure tap for household use at the water points. CARRIED Reeve Gervais recessed the meeting at 12:00 p.m. Reeve Gervais reconvened the meeting at 1:02 p.m. #9 9.1 COUNCILLORS' BUSINESS & REPORTS 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 Alberta Association of Municipal Districts & Counties (AAMDC) Convention **COUNCILLOR LES URNESS** Attended the Land Use Bylaw (LUB) Review

#### DEPUTY REEVE TOM BURTON

Attended the AER Meeting Attended the Community Planning Association of Alberta (CPAA) Board Meeting Attended the Grande Prairie & District Rural Crime Watch Meeting Attended the Economic Development Conference Attended the Cranberry Lake Rodeo Association Fundraiser Attended the Land Use Bylaw (LUB) Review Minutes of a Regular Council Meeting M.D. of Greenview No. 16 Page 7

#### COUNCILLOR DALE SMITH

Attended the FCSS Meeting Attended the Alberta Energy Regulator (AER) Meeting Attended the Land Use Bylaw (LUB) Review

#### **COUNCILLOR ROXIE RUTT**

Attended the FCSS Meeting Attended the Valleyview Medical Clinic Meeting Attended the Alberta Energy Regulator (AER) Meeting Attended the South Peace Regional Archives Awards Attended the Crooked Creek Recreation Club Meeting Attended the Land Use Bylaw (LUB) Review

#### **COUNCILLOR BILL SMITH**

Attended the Norbord meeting Attended the Land Use Bylaw (LUB) Review

#### **COUNCILLOR DAVE HAY**

Was not in attendance.

#### 9.1 REEVE'S REPORT:

#### **REEVE DALE GERVAIS**

Attended the Premiers Round Table Attended the Valleyview Medical Clinic Meeting Attended the Canadian Association of Petroleum Producers Meeting Met with new Sturgeon Lake Cree Nation Council Attended the Land Use Bylaw (LUB) Review

#10 CORRESPONDENCE

#### **10.0 CORRESPONDENCE**

MOTION: 16.04.143. Moved by: COUNCILLOR ROXIE RUTT That Council accept for information the correspondence presented.

CARRIED

#### #11 IN CAMERA 11.0 IN CAMERA

MOTION: 16.04.144. Moved by: COUNCILLOR DALE SMITH That the meeting go to In-Camera, at 1:45 p.m., pursuant to Section 197 of the Municipal Government Act, 2000, Chapter M-26 and amendments thereto, and Division 2 of Part 1 of the Freedom of Information and Protection of Privacy Act, Revised Statutes of Alberta 2000, Chapter F-25 and amendments thereto, to discuss Privileged Information with regards to the In Camera.

CARRIED

**11.1 DISCLOSURE HARMFUL TO INTERGOVERNMENTAL RELATIONS** (FOIPP; Section 21 (1))

**11.2 DISCLOSURE HARMFUL TO INTERGOVERNMENTAL RELATIONS** (FOIPP; Section21(1))

MOTION: 16.04.145. Moved by: COUNCILLOR LES URNESS That, in compliance with Section 197(2) of the Municipal Government Act, this meeting come Out of Camera at 2:27 p.m.

CARRIED

#### 8.9 CAO/MANAGERS' REPORT

CAO REPORT MOTION: 16.04.146. Moved by: COUNCILLOR ROXIE RUTT That Council accept for information the CAO and Managers reports.

CARRIED

#12 ADJOURNMENT MOTION: 16.04.147. Moved by: COUNCILLOR ROXIE RUTT That this meeting adjourn at 2:30 p.m.

CARRIED

CHIEF ADMINISTRATIVE OFFICER

REEVE



# **REQUEST FOR DECISION**

SUBJECT:2015 Crime StatisticsSUBMISSION TO:REGULAR COUNCIL MEETINGMEETING DATE:April 26, 2016DEPARTMENT:CAO SERVICESFILE NO./LEGAL:File Number,Legal or N/A.

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

#### STRATEGIC PLAN:

#### RELEVANT LEGISLATION:

**Provincial** (cite) – N/A

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

#### **RECOMMENDED ACTION:**

#### MOTION: That Council accept the 2015 Crime Statistic Report from Staff Sergeant Carolin Respet as information.

#### BACKGROUND / PROPOSAL:

Staff Sergeant Carolin Respet will be updating Council on the 2015 Crime Statistics, Valleyview Attachment.

**OPTIONS – BENEFITS / DISADVANTAGES:** 

**Options** – N/A

Benefits – N/A

**Disadvantages** – N/A

COSTS / SOURCE OF FUNDING:

There are no perceived costs.

#### ATTACHMENT(S):

• 2015 Crime Statistic



# **"K"** Division

# Corporate & Client Services

# **Valleyview Detachment**

2015 Crime Statistics

March 2, 2016

Prepared by:

Matthew Howe

Strategic Analysis and Research Unit

RCMP "K" Division

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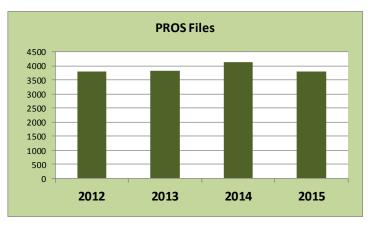
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Distribution of Human Resources (Crime Stats)
Selected Crime Categories – Time Breakdown

Statistics have been compiled using data pulled from PROS and the DQOR. The accuracy of the data is dependent upon the accuracy of data entry. As PROS is a live database, it is possible for the statistics to adjust slightly.

The material in this document is not to be further disseminated without the consent of "K" Division RCMP – Corporate and Client Services.

#### **Valleyview Detachment - Calls for Service 2015**

Based on PROS data, the Valleyview Detachment generated 3,795 files in 2015. There were 4,146 files generated in 2014. This includes calls for service from the general public as well as proactive and self-generated files.



The Top 10 file types for 2015 are listed below. Some of the increases/decreases may be attributed to PROS scoring methods. Notably, Assault files decreased by 12%, Mischief files decreased by 21%, and Other Theft Under \$5000 files increased by 30%.

Top 10 File Types - 2015	2014	2015	% Change
Moving Traffic - Speeding Violations - Provincial/Territorial	339	291	-14%
Traffic Collision(s) - Property Damage - Reportable	284	229	-19%
Mischief - Damage to, or Obstruct enjoyment of property 430(3)&(4) CC	270	214	-21%
False Alarms	173	184	6%
Other Moving Traffic Violations - Provincial/Territorial	348	162	-53%
Suspicious Person/ Vehicle/ Property	106	156	47%
911 Act - Other Activities	13	154	1085%
Other Non-Moving Traffic - Provincial/Territorial	133	144	8%
Other theft under \$5000 334(b) CC	104	135	30%
Assault 266 CC	147	130	-12%

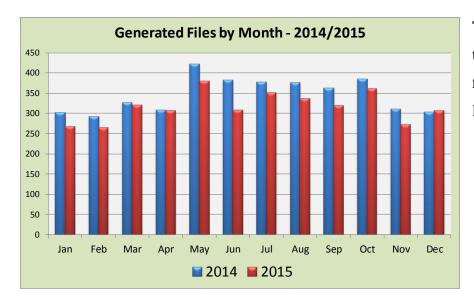
#### Valleyview Detachment - Calls for Service 2015 (cont'd.)

#### Generated file times:

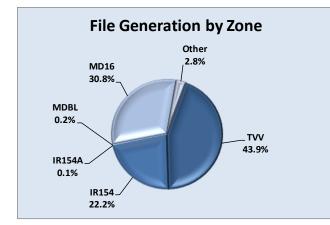
The following chart illustrates when all PROS files were **generated**. The chart ranges from least calls for service/files generated (green) to the highest number of calls for service/files generated (red) and is broken down by day (row) and each hour of the day (columns).

Hour of the Day																									
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	To
Sunday	22	20	20	12	10	16	5	10	9	9	24	17	29	27	33	28	35	23	28	21	16	17	17	15	4
Monday	13	10	7	10	3	10	7	8	25	28	37	37	35	41	46	29	39	20	28	23	23	21	19	21	5
Tuesday	16	9	12	4	8	3	3	6	28	36	25	40	35	32	41	32	25	22	25	27	29	29	16	9	5
Wednesday	18	11	6	7	7	3	7	16	20	26	24	28	32	35	42	43	33	25	20	25	19	24	14	18	5
Thursday	15	13	14	7	10	13	11	10	27	35	34	33	29	43	55	43	45	27	26	25	17	23	19	16	5
Friday	17	18	12	7	6	6	5	9	25	23	35	36	30	50	34	47	45	39	29	38	27	32	27	26	e
Saturday	13	18	21	16	13	15	11	18	14	19	23	24	33	32	32	25	32	23	34	33	29	28	36	22	5
Total	114	99	92	63	57	66	49	77	148	176	202	215	223	260	283	247	254	179	190	192	160	174	148	127	

Friday had the most files generated while Sunday had the least. The highest amount of file generation occurred between the hours of 10:00 – 17:00 accounting for 44% of all files.



The month of May had the highest number of files generated (2014: May).



#### Valleyview Detachment - Calls for Service 2015 (cont'd.)

Zone TVV (Town of Valleyview) accounted for 43.9% of all generated files.

% of Files Generated by Zone	2014	2015
Town of Valleyview (TVV)	41.3%	43.9%
Sturgeon Lake Reserve 154 (IR!54)	23.6%	22.2%
Sturgeon Lake Reserve 154A (IR154A)	0.1%	0.1%
MD of Big Lakes (MDBL)	0.3%	0.2%
MD of Greenview (MD16)	31.5%	30.8%
Other (Improperly Zoned)	3.1%	2.8%

#### Public Calls for Service (CIIDS Files):

The following chart shows **calls for service** for 2015 broken down by day and hour of the day. There were 1,550 self-generated, front counter and proactive files created in 2015 accounting for 41% of all files generated. There were 2,245 calls for service from the public through the OCC in 2015.

											Hour	of the Da	у												
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	Tota
Sunday	16	14	16	4	6	15	5	10	9	7	19	14	16	19	20	16	18	17	25	18	14	14	16	15	34
Monday	9	10	5	9	3	9	7	5	8	6	15	8	12	7	17	13	21	16	20	19	21	18	17	18	29
Tuesday	11	8	12	3	7	3	3	2	13	17	4	15	9	6	15	11	7	18	21	22	18	28	14	5	2
Wednesday	10	8	6	5	6	3	7	12	10	12	11	10	16	8	14	11	11	20	14	18	18	13	12	17	2
Thursday	6	13	11	4	9	12	9	5	9	9	13	13	11	11	15	13	19	22	22	21	14	19	14	14	3
Friday	11	16	9	5	6	6	4	8	10	8	17	10	13	23	11	21	21	28	19	26	21	19	21	18	3
Saturday	8	15	17	14	11	14	11	17	11	14	17	16	18	21	19	17	18	15	25	26	18	18	28	18	4
Total	71	84	76	44	48	62	46	59	70	73	96	86	95	95	111	102	115	136	146	150	124	129	122	105	

When just the OCC calls for service are considered, Saturday had the most calls for service while Tuesday and Wednesday had the least. The highest call volumes occurred between the hours of 17:00 – 23:00 accounting for 36% of calls for service.

#### **Valleyview Detachment - Clearance Rates 2015**

The overall clearance rate for All Criminal Code offences in 2015 was 50% (2014: 62%). The Clearance Rate for Person Crimes was 83% (2014: 83%), the clearance rate for Property Crimes was 28% (2014: 43%) and the clearance rate for Criminal Code – Other offence was 75% (2014: 81%).

2015	Reported	Actual	Cleared	Clearance Rate
CC Persons	295	229	190	83%
CC Property	742	627	177	28%
CC Other	279	263	196	75%
Total CC	1316	1119	563	50%

The 2014 Provincial Detachment average clearance rate for Criminal Code person files was 86%, Criminal Code property files was 32%, Other Criminal Code files was 71%, and Total Criminal Code Clearance Rate was 52%.

#### **Persons Charged**

The following chart shows the number of Adults and Youth of each sex that were charged in 2015. There were 181 adult males charged which accounted for 69% of all charges (2014: 219/68%). When the male youth are included, males accounted for 75% of those charged.

2015	Adult Males Charged	Adult Females Charged	YO Males Charged	YO Females Charged	YO Not Charged
CC Persons	73	22	3	3	11
CC Property	37	13	8	9	25
CC Other	71	19	3	0	5
Total CC	181	54	14	12	41

#### Persons Charged (cont'd.)

#### Adults

1	Adults	2014	2015	% Change
	CC Persons	109	95	-12.8%
	CC Property	57	50	-12.3%
-	CC Other	121	90	-25.6%
	Total CC	287	235	-18.1%

There was an 18.1% decrease in the number of adults charged in Criminal Code cases in 2015 when compared to 2014.

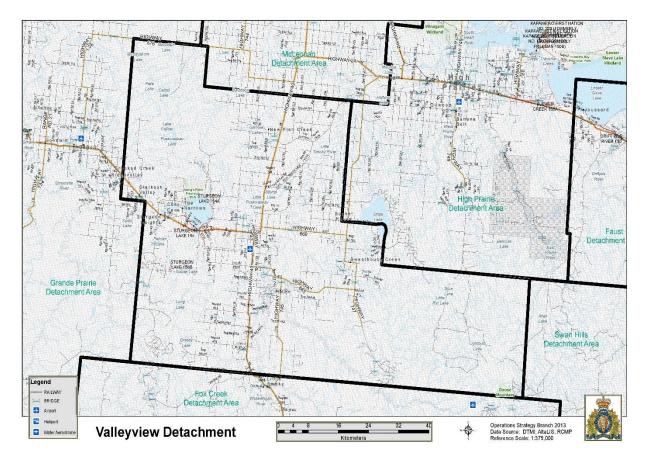
#### Youth

Overall, there was an 18.3% decrease in the overall number of youths charged/not charged in 2015. The top categories of youth offences are displayed in the bottom chart.

Youth (Chg and Not Chg)	2014	2015	% Change
CC Persons	18	17	-5.6%
CC Property	41	42	2.4%
CC Other	23	8	-65.2%
Total CC	82	67	-18.3%

Top Youth Involved File Types - 2015	Count of PROS
Mischief - Damage to, or Obstruct enjoyment of property	12
Assault	10
Possession of property obtained by crime over \$5000	8
Liquor Act (Provincial/Territorial) - Offences Only	5
Break and Enter - Cottage or Seasonal Residence	5

#### **Valleyview Detachment – Zones**



Valleyview Detachment is divided into 6 different zones: the Town of Valleyview (TVV), the Sturgeon Lake Reserves (IR154, IR154A, and IR154B), the MD of Big Lakes (MDBL), and the MD of Greenview (MD16).

#### Town of Valleyview – Crime Statistics 2012-2015

#### Town of Valleyview - Valleyview Detachment Statistical Comparison 2012 - 2015

March-02-16

CATEGORY	Trend	2012	2013	2014	2015
Homicides & Offences Related to Death		0	0	0	0
Robbery		2	0	1	2
Sexual Assaults	$\sim$	6	0	5	7
Other Sexual Offences		0	1	2	2
Assault	$\langle$	71	55	94	67
Kidnapping/Hostage/Abduction		2	0	0	0
Extortion		0	0	0	0
Criminal Harassment		5	4	11	12
Uttering Threats		22	13	21	23
Other Persons		0	0	0	0
TOTAL PERSONS	$\langle$	108	73	134	113
Break & Enter		22	11	26	35
Theft of Motor Vehicle		9	20	30	45
Theft Over \$5,000	$\frown$	3	7	10	4
Theft Under \$5,000		52	54	64	87
Possn Stn Goods		3	5	8	30
Fraud		6	17	17	23
Arson	$\sim$	0	1	0	2
Mischief To Property		92	68	92	100
TOTAL PROPERTY		187	183	247	326
Offensive Weapons		3	6	9	16
Public Order	$\leq$	0	3	0	0
Disturbing the peace		167	110	97	91
OTHER CRIMINAL CODE		45	60	132	108
TOTAL OTHER CRIMINAL CODE	$\langle$	215	179	238	215
TOTAL CRIMINAL CODE		510	435	619	654

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#### Town of Valleyview – Crime Statistics 2012-2015 (cont'd.)

#### Town of Valleyview - Valleyview Detachment Statistical Comparison 2012 - 2015

CATEGORY	Trend	2012	2013	2014	2015
Drug Enforcement - Production		0	1	0	0
Drug Enforcement - Possession		21	19	19	27
Drug Enforcement - Trafficking	$\sim$	5	18	12	28
Drug Enforcement - Other		0	0	0	1
Total Drugs		26	38	31	56
Federal - General		2	4	5	7
TOTAL FEDERAL		28	42	36	63
Liquor Act		114	153	132	113
Other Provincial Stats		41	56	54	37
Total Provincial Stats		155	209	186	150
Municipal By-laws Traffic		2	3	3	4
Municipal By-laws		71	37	53	67
Total Municipal		73	40	56	71
Fatals		0	0	0	0
Injury MVC	$\sim$	5	0	4	0
Property Damage MVC (Reportable)	$\overline{}$	75	48	66	66
Property Damage MVC (Non Reportable)		14	7	8	10
TOTAL MVC		94	55	78	76
Provincial Traffic		191	238	292	305
Other Traffic		18	2	8	13
Criminal Code Traffic		47	45	37	54
Common Police Activities					
False Alarms		85	102	112	111
False/Abandoned 911 Call and 911 Act		123	117	66	88
Suspicious Person/Vehicle/Property		37	35	42	64
Persons Reported Missing		4	5	6	8

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#### **Sturgeon Lake Reserve 154 – Crime Statistics 2012-2015**

#### Sturgeon Lake Reserve 154 - Valleyview Detachment Statistical Comparison 2012 - 2015

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#### Sturgeon Lake Reserve 154 – Crime Statistics 2012-2015 (cont'd.)

#### Sturgeon Lake Reserve 154 - Valleyview Detachment Statistical Comparison 2012 - 2015

CATEGORY	Trend	2012	2013	2014	2015
Drug Enforcement - Production		1	0	0	0
Drug Enforcement - Possession	$\sim$	8	6	10	6
Drug Enforcement - Trafficking	$\sim$	8	9	1	3
Drug Enforcement - Other		0	0	0	0
Total Drugs		17	15	11	9
Federal - General		2	1	3	8
TOTAL FEDERAL		19	16	14	17
Liquor Act		23	25	21	16
Other Provincial Stats		25	38	43	42
Total Provincial Stats		48	63	64	58
Municipal By-laws Traffic		0	0	0	0
Municipal By-laws		1	0	1	2
Total Municipal	$\sim$	1	0	1	2
Fatals	$\sim$	0	3	1	0
Injury MVC		1	3	3	4
Property Damage MVC (Reportable)	$\sim$	14	12	20	13
Property Damage MVC (Non Reportable)	$\sim$	4	1	8	1
TOTAL MVC	$\sim$	19	19	32	18
Provincial Traffic		85	140	242	143
Other Traffic		8	2	1	3
Criminal Code Traffic		41	45	46	29
Common Police Activities					
False Alarms		37	31	29	22
False/Abandoned 911 Call and 911 Act		113	68	67	45
Suspicious Person/Vehicle/Property		10	14	14	34
Persons Reported Missing		3	3	4	3

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#### **Sturgeon Lake Reserve 154A – Crime Statistics 2012-2015**

#### Sturgeon Lake Reserve 154A - Valleyview Detachment Statistical Comparison 2012 - 2015

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#### Sturgeon Lake Reserve 154A – Crime Statistics 2012-2015 (cont'd.)

#### Sturgeon Lake Reserve 154A - Valleyview Detachment Statistical Comparison 2012 - 2015

CATEGORY	Trend	2012	2013	2014	2015
Drug Enforcement - Production		0	0	0	0
Drug Enforcement - Possession		0	0	0	0
Drug Enforcement - Trafficking		0	0	0	0
Drug Enforcement - Other		0	0	0	0
Total Drugs		0	0	0	0
Federal - General		0	0	0	0
TOTAL FEDERAL		0	0	0	0
Liquor Act		0	0	0	0
Other Provincial Stats		0	0	1	0
Total Provincial Stats		0	0	1	0
Municipal By-laws Traffic		0	0	0	0
Municipal By-laws		0	0	0	0
Total Municipal		0	0	0	0
Fatals		0	0	0	0
Injury MVC		0	0	0	0
Property Damage MVC (Reportable)		0	0	0	0
Property Damage MVC (Non Reportable)		0	0	0	0
TOTAL MVC		0	0	0	0
Provincial Traffic		0	0	0	0
Other Traffic		0	0	0	0
Criminal Code Traffic		0	0	0	0
Common Police Activities			•		
False Alarms		0	0	0	0
False/Abandoned 911 Call and 911 Act		0	0	0	0
Suspicious Person/Vehicle/Property		0	0	0	0
Persons Reported Missing		0	0	0	0

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#### MD of Big Lakes - Crime Statistics 2012-2015

#### MD of Big Lakes - Valleyview Detachment Statistical Comparison 2012 - 2015

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#### MD of Big Lakes – Crime Statistics 2012-2015 (cont'd.)

#### MD of Big Lakes - Valleyview Detachment

**Statistical Comparison** 

2012 - 2015

CATEGORY	Trend	2012	2013	2014	2015
Drug Enforcement - Production		0	0	0	0
Drug Enforcement - Possession		0	0	1	0
Drug Enforcement - Trafficking		0	0	0	0
Drug Enforcement - Other		0	0	0	0
Total Drugs		0	0	1	0
Federal - General		0	0	0	0
TOTAL FEDERAL		0	0	1	0
Liquor Act		0	0	0	0
Other Provincial Stats		0	0	0	0
Total Provincial Stats		0	0	0	0
Municipal By-laws Traffic		0	0	0	0
Municipal By-laws		0	0	0	0
Total Municipal		0	0	0	0
Fatals		0	0	0	0
Injury MVC		0	0	0	0
Property Damage MVC (Reportable)	$\sim$	0	2	1	2
Property Damage MVC (Non Reportable)		0	0	0	0
TOTAL MVC	$\sim$	0	2	1	2
Provincial Traffic		0	0	1	0
Other Traffic		0	0	0	0
Criminal Code Traffic		0	0	1	0
Common Police Activities					
False Alarms		0	0	0	0
False/Abandoned 911 Call and 911 Act		0	0	0	0
Suspicious Person/Vehicle/Property		0	0	1	0
Persons Reported Missing		0	0	1	0

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#### MD of Greenview - Crime Statistics 2012-2015

#### MD of Greenview - Valleyview Detachment Statistical Comparison 2012 - 2015

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#### MD of Greenview – Crime Statistics 2012-2015 (cont'd.)

#### MD of Greenview - Valleyview Detachment

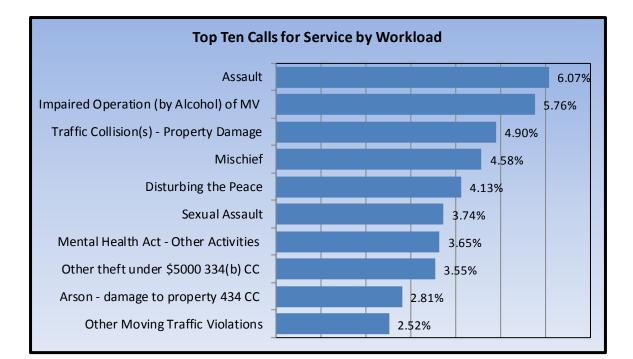
Statistical Comparison

2012 - 2015

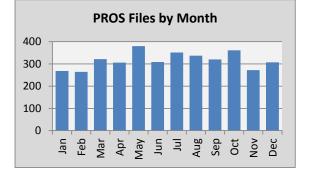
CATEGORY	Trend	2012	2013	2014	2015
Drug Enforcement - Production	$\sim$	2	0	1	0
Drug Enforcement - Possession		6	9	12	7
Drug Enforcement - Trafficking		2	2	4	2
Drug Enforcement - Other		0	0	0	0
Total Drugs	$\sim$	10	11	17	9
Federal - General	$\sim$	1	3	1	0
TOTAL FEDERAL		11	14	18	9
Liquor Act		24	28	21	10
Other Provincial Stats		42	25	24	31
Total Provincial Stats		66	53	45	41
Municipal By-laws Traffic		0	0	0	0
Municipal By-laws		1	1	0	0
Total Municipal		1	1	0	0
Fatals	$\sim$	0	4	0	2
Injury MVC	$\langle$	6	17	10	7
Property Damage MVC (Reportable)		216	170	155	146
Property Damage MVC (Non Reportable)		29	27	20	17
TOTAL MVC		251	218	185	172
Provincial Traffic		754	653	556	467
Other Traffic		9	4	3	3
Criminal Code Traffic		69	69	62	42
Common Police Activities					
False Alarms		4	9	30	49
False/Abandoned 911 Call and 911 Act		99	66	50	34
Suspicious Person/Vehicle/Property		17	24	44	68
Persons Reported Missing		1	3	2	1

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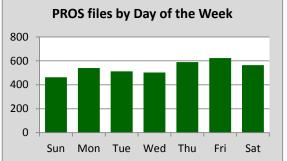
#### **Top Ten Calls for Service – Valleyview Detachment – 2015**

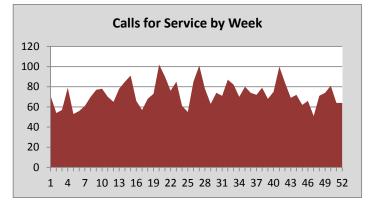


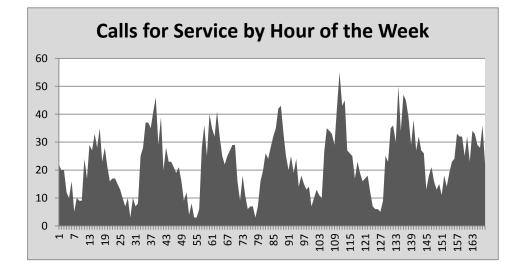
Top Ten Calls for Service by Type				
Moving Traffic - Speeding Violations	291			
Traffic Collision(s) - Property Damage	229			
Mischief	214			
False Alarms	184			
Other Moving Traffic Violations	162			
Suspicious Person/ Vehicle/ Property	156			
911 Act - Other Activities	154			
Other Non-Moving Traffic	144			
Other theft under \$5000	135			
Assault	130			



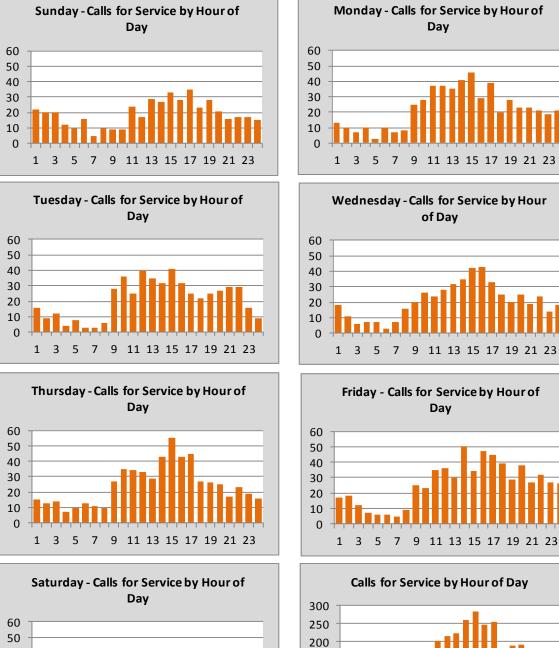
Valleyview Detachment - 2015







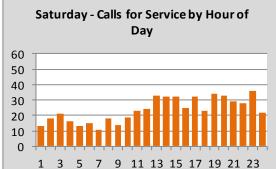
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Valleyview Detachment - 2015

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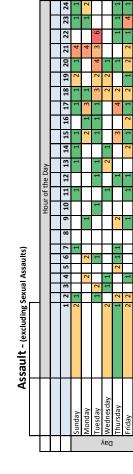
# Valleyview Detachment - 2015

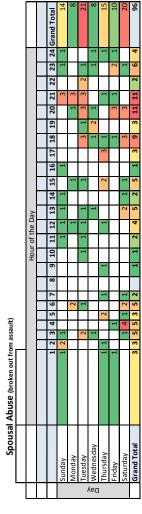
Based on DQOR data and PROS classification of the files - (Line 1 UCR) This information will vary from Monthly Report data.

# **Criminal Code Traffic**

2015

I				T-	6	7	4	1	6	2	8
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			20	2		1		2		2	7
			19	1			1		1	1	4
			18						4	1	5
			17		1	1		1		2	5
			16	1	1	1			1		4
			15	1				1			2
			14	1		-	_			1	2
			13			_	-	1		1	2
			12	1			_			1	2
		_	11	1	_	1	-	1	_	1	4
			10						1		1
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			9		1						1
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			Row	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Grand Total
				ΔeQ							





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Grand Total

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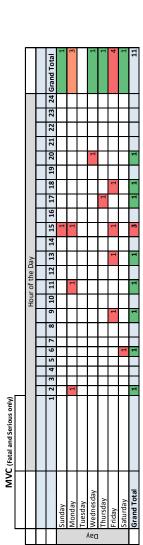
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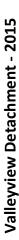
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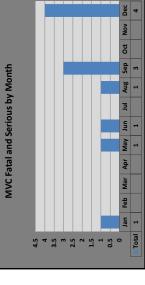
12 00 Total

**Criminal Code Traffic by Month** 

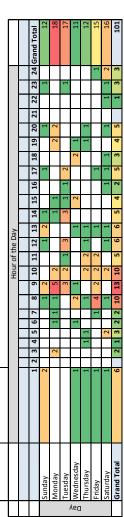
Green = Lowest calls for Service Red = Highest calls for Service

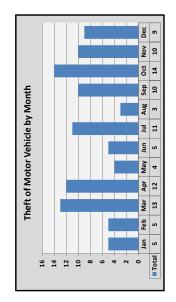


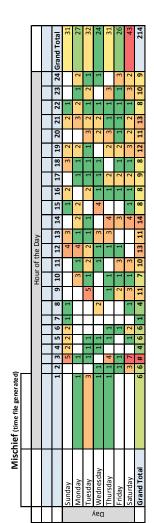














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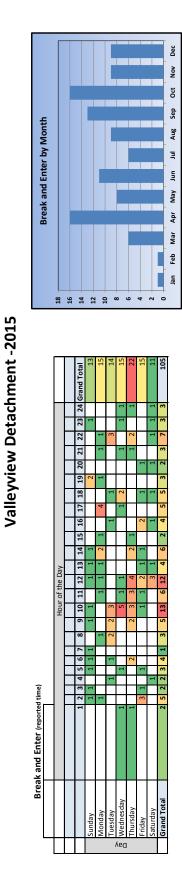
**Mischief by Month** 

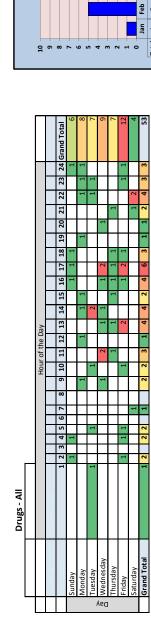
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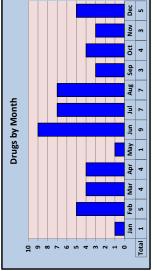
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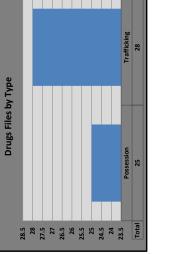
Red = Highest calls for Service

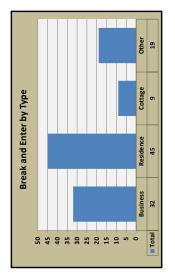
Corporate & Client Services 2016











Red = Highest calls for Service Yellow = Middle Green = Lowest calls for Service

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# **REQUEST FOR DECISION**

SUBJECT:2016 Tax Rate Bylaw 16-761SUBMISSION TO:REGULAR COUNCIL MEETINGMEETING DATE:April 26, 2016DEPARTMENT:CORPORATE SERVICES/FINANCEFILE NO./LEGAL:File Number,Legal or N/A.STRATEGIC PLAN:STRATEGIC PLAN:

REVIEWED AND APPROVED FOR SUBMISSION CAO: MH MANAGER: DD GM: PRESENTER: DD LEGAL/ POLICY REVIEW: INT FINANCIAL REVIEW:

#### RELEVANT LEGISLATION:

**Provincial** (cite) – Municipal Government Act of Alberta, Section 353(1-2) require Council to pass an Annual Property Tax Bylaw. The Property Tax Bylaw authorizes the Council to impose a tax in respect of property in the municipality to raise revenue to be used toward the payment of (a) expenditures and transfers set out in the budget of the municipality, and (b) the requisitions.

Council Bylaw / Policy (cite) - None

**RECOMMENDED ACTION:** 

MOTION: That Council give Second Reading to the 2016 Tax Rate Bylaw No. 16-761, as presented.

MOTION: That Council give Third Reading to the 2016 Tax Rate Bylaw No. 16-761, as presented.

BACKGROUND / PROPOSAL:

The Municipal Government Act Revised Statues of Alberta 2000 Chapter M-26, Section 353; requires Council to pass an Annual Property Tax Bylaw. The bylaw authorizes Council to impose an annual property tax.

On March 22<sup>nd</sup>, 2016, Council passed 1<sup>st</sup> reading of the 2016 Tax Rate Bylaw, during which time Council was advised of a couple significant changes for 2016 that will play a factor in the revenue that can be expected in this year.

These changes include, the revision to the Alberta Well Drilling Equipment Tax, which due to the new funding formulas, will significantly decrease the revenue that the MD will see in that area. In addition, a delegation from Accurate Assessment Group Ltd. provided an overview of the changes to MD assessment numbers. As part of their presentation, they commented that although there has been a significant drop in oil prices and a down turn in the economy, the MD of Greenview, unlike many other municipalities, has been fortunate enough to receive a significant increase in their assessment. The addition of 73 major industrial projects in 2015, has provided a large portion of the overall increase of approximately \$400 million in new assessment, thus, the addition of tax revenue.

Due to the unexpected increase in assessment and in an attempt to assist industry during these tough economic times, Council requested Administration provide them with scenarios showing the impact in revenue in relation to various

mill rate changes. The overall increase in revenue due to the change in assessment since the approval of the 2016 Budget (using 2015 Tax Bylaw rates) amounts to \$ 6,207,973.

As per the attached scenarios, one of the options presented is to decrease the Linear, Non-Residential, Machinery & Equipment and Live Electric Power rate by .65 of a Mil to 7.8280. This adjustment will decrease the additional tax revenue from \$6,207,973 to \$11,202 and provide a cost savings of \$6,196,771 to the industrial ratepayers. This scenario would maintain the revenue for taxes as budgeted for 2016. Examples of the cost savings in municipal taxes that some rate payers may see by the .65 decrease are as follows:

DESCRIPTION	ASSESSMENT	MIL	RATE 8.4780	MIL	RATE 7.8280	CO	ST SAVINGS
Company #1	\$662,658,340	\$	5,618,017	\$	5,187,289	\$	430,728
Company #2	\$222,551,800	\$	1,886,794	\$	1,742,135	\$	144,659
Company #3	\$597,127,840	\$	5,062,450	\$	4,674,317	\$	388,133
Company #4	\$1,168,731,420	\$	9,908,505	\$	9,148,830	\$	759,675
Company #5 (small business)	\$366,256	\$	3,105	\$	2,867	\$	238
Company #6 (small business)	\$865,910	\$	7,341	\$	6,778	\$	563

In addition, the table below indicates the impact on revenue that would occur as a result of any additional decreases beyond the .65 to the milrate. With the decrease in revenue, the shortfall to the approved budget would need to be transferred from reserves. The following chart depicts the potential mill rate decrease (additional to the .65 decrease) that would occur if various amounts from reserves were used to off-set tax revenues:

<b>REVENUE REQUIRED</b>	DECREASE IN MILRATE
\$ 1 Million	0.1049
\$ 2 Million	0.2098
\$ 3 Million	0.3147
\$ 4 Million	0.4196
\$ 5 Million	0.5245

When taking into consideration the uncertainty and possible impact things such as the MGA review, the Alberta Well Drilling Tax revisions, future discussions on Linear taxes and the newly announced 2016 Provincial Budget (ex. Carbon Taxes) may have on the municipality, Administration believes that it is prudent to not only consider the provision of financial assistance to lessen the burden of today, but to ensure that the decisions of today do not cause adverse problems for the future. Administration is suggesting a cautious approach so as to avoid a scenario of lowering the mill rate this year, only to have to drastically increase it next year. This would position Council to assess tax strategy next year after many of the current unknowns become known, while providing some relief to industry.

Administration is not recommending that the residential or farmland rates be lowered.

The scenarios that have been included, do not include the rates for the Alberta School Foundation Funding as the school rates are determined by the Alberta Government.

In the past Administration has released tax notices on May 1, but due to the delay with the provincial budget and the timing of the Council meeting, the Combined Tax Notice and Property Tax Invoices have been delayed. Administration

requests Councils consideration in passing 2<sup>nd</sup> and 3<sup>rd</sup> readings of the 2016 Tax Bylaw No. 16-761, thus providing time for staff to have the notices out by May 6<sup>th</sup>.

OPTIONS – BENEFITS / DISADVANTAGES:

**Options** – Council has the option to accept or deny Administration's recommendation.

**Benefits** – The benefit to Council proceeding with second and third reading of Bylaw No. 16-761 is that it allows Administration time to prepare the combined Tax Notices/Property Tax Invoice to release to the stakeholders by May  $6^{th}$ .

**Disadvantages** – There are no perceived disadvantages to Council proceeding with the recommendation.

COSTS / SOURCE OF FUNDING:

Funds are approved in the 2016 Budget.

ATTACHMENT(S):

2016 Tax Rate Bylaw 2016 Scenarios for Milrate Changes

# MUNICIPAL DISTRICT OF GREI 2016 SCENARIOS FOR CHANGE

ASSESSMENT AS AT APRIL 22,

#### #1 Assessment as at April 22th, 2016 using Milrates as per 2015 Tax By-Law

RESIDENTIAL	669,874,970	2.7000
FARMLAND	55,735,190	2.7000
LINEAR	5,216,728,140	8.4780
NON-RESIDENTIAL	709,290,870	8.4780
MACHINERY AND EQUIPMENT	3,516,535,090	8.4780
LIVE ELECTRIC POWER	90,940,800	8.4780

TOTAL

TOTAL

10,259,105,060

10,259,105,060

#### DIFFERENCE

### #2 Decrease of .25 Mil for Linear, Non-Residential, M&E and Live Electric Power

RESIDENTIAL	669,874,970	2.7000
FARMLAND	55,735,190	2.7000
LINEAR	5,216,728,140	8.2280
NON-RESIDENTIAL	709,290,870	8.2280
MACHINERY AND EQUIPMENT	3,516,535,090	8.2280
LIVE ELECTRIC POWER	90,940,800	8.2280

# DIFFERENCE

#### #3 Decrease of .50 Mil for Linear, Non-Residential, M&E and Live Electric Power

RESIDENTIAL	669,874,970	2.7000
FARMLAND	55,735,190	2.7000
LINEAR	5,216,728,140	7.9780
NON-RESIDENTIAL	709,290,870	7.9780
MACHINERY AND EQUIPMENT	3,516,535,090	7.9780
LIVE ELECTRIC POWER	90,940,800	7.9780

TOTAL 10,259,105,060

#### DIFFERENCE

# #4 Decrease of .60 Mil for Linear, Non-Residential, M&E and Live Electric Power

RESIDENTIAL	669,874,970	2.7000
FARMLAND	55,735,190	2.7000
LINEAR	5,216,728,140	7.8780
NON-RESIDENTIAL	709,290,870	7.8780
MACHINERY AND EQUIPMENT	3,516,535,090	7.8780
LIVE ELECTRIC POWER	90,940,800	7.8780

TOTAL 10,259,105,060

### DIFFERENCE

# #5 Decrease of .65 Mil for Linear, Non-Residential, M&E and Live Electric Power

RESIDENTIAL	669,874,970	2.7000
FARMLAND	55,735,190	2.7000
LINEAR	5,216,728,140	7.8280
NON-RESIDENTIAL	709,290,870	7.8280
MACHINERY AND EQUIPMENT	3,516,535,090	7.8280
LIVE ELECTRIC POWER	90,940,800	7.8280
TOTAL	10,259,105,060	

### DIFFERENCE

### Decrease of 1 Mil for Linear, Non-Residential, M&E and Live Electric Power

RESIDENTIAL	669,874,970	2.7000
FARMLAND	55,735,190	2.7000
LINEAR	5,216,728,140	7.4780
NON-RESIDENTIAL	709,290,870	7.4780
MACHINERY AND EQUIPMENT	3,516,535,090	7.4780
LIVE ELECTRIC POWER	90,940,800	7.4780

TOTAL	10,259,105,060

### DIFFERENCE

# ENVIEW NO. 16 ES TO MILRATE

2016

1,808,662 150,485 44,227,421 6,013,368 29,813,184 770,996 82,784,117

76,576,144 AMT REQ AS PER 2016 BUDGET 6,207,973 REVENUE OVER BUDGETED AMT

3,824,599	REVENUE OVER BUDGETED AMT
, ,	AMT REQ AS PER 2016 BUDGET
80,400,743	

	1,808,662
	150,485
	41,619,057
	5,658,723
	28,054,917
	725,526
_	78,017,370
AMT REQ AS PER 2016 BUDGET	10,010,111
REVENUE OVER BUDGETED AMT	1,441,226

1,808,662	
150,485	
41,097,384	
5,587,793	
27,703,263	
716,432	
77,064,020	-
76,576,144	AMT REQ AS PER 2016 BUDGET
487,876	REVENUE OVER BUDGETED AMT
	=

1,808,662	2
150,485	<b>i</b>
40,836,548	6
5,552,329	)
27,527,437	,
711,885	i
76,587,346	6
	AMT REQ AS PER 2016 BUDGET
11,202	REVENUE OVER BUDGETED AMT

1,808,662	
150,485	
39,010,693	
5,304,077	
26,296,649	
680,055	
73,250,622	
10,010,111	AMT REQ AS PER 2016 BUDGET
(3,325,522)	REVENUE UNDER BUDGETED AMT



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

# A BYLAW TO AUTHORIZE THE RATES OF TAXATION TO BE LEVIED AGAINST ASSESSABLE PROPERTY WITHIN THE MUNICIPALITY OF ALBERTA FOR THE 2016 TAXATION YEAR

**Whereas**, the Municipal District of Greenview No. 16 has prepared and adopted detailed estimates of the municipal revenues and expenditures as required, at the council meeting held on January 12<sup>th</sup>, 2016 ; and

**Whereas**, the estimated municipal expenditures and transfers set out in the budget for the Municipal District of Greenview No.16 for 2016 total \$ 169,245,028; and

**Whereas**, the estimated municipal revenues and transfers from all sources other than taxation is estimated at \$70,297,488 and the balance of \$98,950,540 is to be raised by general municipal taxation; and

Whereas, the requisitions are:

Alberta School Foundation Fund (ASFF)				
Residential/Farm land	1,617,460			
Non-residential	19,829,629			
Opted Out School Boards				
Residential/Farm land	62,830			
Non-residential	2,335			
Total School Requisitions	21,512,254			
Requisition Allowance MGA(359(2))	100,000			
Seniors Foundation	1,022,454			

**Whereas**, the Council of the Municipal District of Greenview No.16 is required each year to levy on the assessed value of all property, tax rates sufficient to meet the estimated expenditures and the requisitions; and

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

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

	<u>Assessment</u>
Residential	669,874,970
Non-residential	6,016,959,810
Farm land	55,735,190
Machinery and equipment	<u>3,516,535,090</u>
	10.259.105.060

**NOW THEREFORE** under the authority of the Municipal Government Act, the Council of the Municipal District of Greenview No. 16, in the Province of Alberta, enacts as follows:

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

	Tax Levy	Assessment	Tax Rate
General Municipal			
Residential/Farmland	1,959,148	725,610,160	2.7000
Non-Residential	80,824,970	9,533,494,900	8.4780
ASFF			
Residential/Farm land	1,617,460	657,851,668	2.4587
Non-residential	19,829,629	5,862,418,039	3.3825
Opted-Out School Boards			
Residential/Farm land	62,830	25,553,962	2.4587
Non-residential	2,335	690,392	3.3825
Requisition Allowance	100,000	6,651,629,170	0.0151
Seniors Foundation	1,022,454	10,259,105,060	0.0997

2. The minimum amount payable as property tax for general municipal purposes shall be \$20.00.

- a) Non-Residential Municipal taxes are due and payable on June 30th.
- b) Residential/Farmland Municipal taxes are due and payable on <u>November 15th</u>.

3. In the event of any current taxes remaining unpaid for Non-Residential after <u>June 30<sup>th</sup></u> of the current year, there shall be levied a penalty of 8%.

4. In the event of any current taxes remaining unpaid for Residential/Farmland after <u>November 15th</u> of the current year, there shall be levied a penalty of 8%.

a) In the event of any of taxes of Non-Residential and Residential/Farmland remaining unpaid after December 31st, in the current year there shall be levied a penalty of 10% on January 1st.

b) In the event of any arrears of taxes of Non-Residential and Residential/Farmland remaining unpaid after December 31st, in the succeeding year, there shall be levied a penalty of 18% on January 1st, and in each succeeding year thereafter, so long as the taxes remain unpaid.

That this bylaw shall take effect on the date of the third and final reading.

Read a first time on this <u>22<sup>nd</sup></u> day of <u>March</u>, 2016.

5.

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

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

Municipal District of Greenview No. 16

REEVE

CHIEF ADMINISTRATIVE OFFICER

If any portion of this bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed and the remainder of the bylaw is deemed valid.



# **REQUEST FOR DECISION**

SUBJECT:Twp. 672 Connector RoadSUBMISSION TO:REGULAR COUNCIL MEETINGMEETING DATE:April 26, 2016DEPARTMENT:INFRASTRUCTURE & PLANNING/OPERATIONSFILE NO./LEGAL:File Number,Legal or N/A.STRATEGIC PLAN:STRATEGIC PLAN:

REVIEV	VED AN	ND APPROVED FOR SUBMIS	SION
CAO:	MH	MANAGER:	INT
GM:	GG	PRESENTER:	GG
		LEGAL/ POLICY REVIEW:	INT
		FINANCIAL REVIEW:	

## **RELEVANT LEGISLATION:**

Provincial (cite) N/A

Council Bylaw / Policy (cite) - N/A

## **RECOMMENDED ACTION:**

MOTION: That Council authorize administration to construct 3.2 kilometres of connector road on Twp. 672 between Range Road 214 & Range Road 211, funded by the 2016 capital Connector Road Block Funding to an upset limit of \$1,500,000.

## BACKGROUND / PROPOSAL:

Council asked administration to review the costs related to constructing a connector road to bypass a residential area on route to Greenview Regional Waste Commission (GVRWC) landfill site. The new connector road would be constructed by Day Labour forces on the undeveloped road allowance of Twp. 672, between RR 214 (Little Smoky road) and RR 211 which creates a direct route from the Little Smoky road into the GVRWC landfill site.

Administration requested proposals from WSP and Opus Stewart Weir, both of which are under Greenview's three year roads engineering contract. The two consultants were asked to submit an engineering services proposal that included an estimated construction cost for an industrial local road design. After receiving the two proposals, it was then requested that administration forward the proposals to a third party (Teck Era Consulting) to review and report back in writing whether the engineering services proposals were in line with the scope of work for the project. The review comments written in the memo from Teck Era found that there were no concerns with the value of the engineering service fees presented.

Administration will be utilizing WSP's services for this project, as they had submitted the lowest proposal. The capital block funding for connector roads was approved in 2016 for 1.5 million dollars. The Type"A" estimated proposal of construction including engineering services amounted to \$1,145,772.00. It is anticipated that the project will have some miscellaneous items that the Type"A" estimate does not include. It is expected that added cost to the final project estimate will have additional items of unknowns, i.e. road allowance replacement fencing, the amount of

cubic meter borrow needed to preload muskeg areas, shrinkage/settling of preload in muskeg area, erosion control around culvert ends.

Administration is making council aware of the possible project unknowns, as the consultant has prematurely submitted a combined Type "A-B" estimate as requested by administration to keep the project on schedule. The consultant has based their proposal and professional assumptions for this project from similar related projects such as Twp. 700. By Council approving the motion recommended above, Administration will be able to collect field data for a preliminary design to create a Type"C" estimate. If the estimate is within the approved budget, Administration can proceed. If it falls outside of the budget, a final decision can be made by Council to proceed, delay or deny the project.

Example:

Conceptual	Design	Tender or Council Approved		
Type "A" Estimate	<u>Type "B" Estimate</u>	Type "C" Estimate		
No True Data	Based On Field Survey Data	Final Design		
Estimations Based On Desk	Preliminary Alignment/Profile &	All Known Quantities,		
Top Study & Previous Job Experience	Cross Section With Estimated Quantities	Project Materials and costs		

# OPTIONS – BENEFITS / DISADVANTAGES:

**Options** – Council may choose not to pass the recommendation or postpone the project. Council may authorize administration to complete a Type "B" or "C" estimate only and have administration bring back a recommendation to Council at a later date.

**Benefits** – The benefits of proceeding with the recommendation are as follows:

Administration may proceed with a full Type "B" & "C" estimate and review the scope of work needing to complete the project related to the budget.

If on budget the project could move forward. Administration could start the preload earlier in the muskeg areas and to complete as much work as possible ahead of the June 1<sup>st</sup> wet land policy deadline. This would also allow for preordering special geo fabric needed for this particular project.

**Disadvantages** – The disadvantage of the option above will not resolve the large truck traffic running past residential homes.

# COSTS / SOURCE OF FUNDING:

Source of funding to come from the 2016 Capital Connector Road Block Funding

# ATTACHMENT(S):

• Engineering Proposal Review Memo



Date: April 11, 2016 File #: TE-2014-030 (14) from:

Glen Pitt, P.L.(Eng), R.E.T.

n <i>a</i>	To:	Grant / Kevin Firm: MD GV
Memo	Phone:	Fax:
	RE:	TOWNSHIP ROAD 672 - ENGINEERING PROPOSAL REVIEW
Urgent R	or Dreview	As requested Confidential For your information

# <u>Grant / Kevin</u>

As requested, we have reviewed the engineering services proposals for the Proposed *Twp Rd 672 Local Road* Design & Construction.

Proposals were requested from:

Consultant	Modified Fee Estimate	Notes
Opus	\$106,172	<ul> <li>Includes survey, geotechnical, wetland assessment, hydrotechnical assessment</li> </ul>
WSP	\$ 94,299	<ul> <li>Includes HR review</li> <li>Preliminary &amp; detailed engineering</li> <li>Includes survey layout and periodic onsite inspection/material testing</li> </ul>

Both consultants provided optional / deletable items in the workplan. For the purposes of comparison, we determined the fees (shown above) to include survey stake-out and periodic site inspection / material testing (as per their estimates in their proposals).

# **Project Information**

The project is comprised of designing approximately 3.2 km of local road from RR 214 to RR 211 along TWP Rd 672. We have attached an 8.5"x11" figure showing the project extents.

Upon reviewing the proposals and examining the aerial imagery for the site, it is evident that there will be, at least, two water crossings in addition to a large wetland/(s). This will likely impact the cost of the construction as additional measures may be required to excavate "unsuitable / wet material" or bridge over top. This will be determined during the design.

# Proposals / Fees

Both consultants included a similar work plan that included:

- o Geotechnical Investigation
- Environmental Screening & Wetland Assessment
- Preliminary and Detailed Engineering
- Initial Survey Stake-out (for MD own forces to construct)
- Periodic site inspection
- Post Construction Services ("asbuilts", record drawings, final documentation)

Considering that the MD will be constructing this project using their own forces, both consultants removed the need for tender preparation and full time site inspection.

Both consultants provided preliminary construction estimates for the project. The quantities for the grading items were comparable; however, the difference in the project costs were significantly different. This is mainly attributed to assumptions made respecting the magnitude of work anticipated for the water crossings. In the end, we would suspect the project would come in somewhere in between the two estimates.

# **Review Comments**

Based upon the complexity of the project and evidence of the water crossings and wetland areas, the fees for both consultants appear to be within expected values (8% - 12% of construction). With the current legislation, there is a requirement to complete the environmental screening and wetland assessments as part of the preliminary engineering work.

As such, we don't see any concerns with the value of the fees presented.

We trust that this meets with your approval. Should you have any questions or concerns, please do not hesitate to contact our office.

Regards,

**TeckEra Consulting** 

Glen Pitt, P.L.(Eng), R.E.T.

Encl: 8.5"x11" Drawing





PROPOSED LOCAL ROAD CONSTRUCTION TOWNSHIP ROAD 672 (FROM RR 214 TO RR 211) MD OF GREENVIEW No. 16

FIGURE 1 OVERALL SITE PLAN SCALE 1:20,000

File #: 14-030 (14



# **REQUEST FOR DECISION**

SUBJECT:Tax Arrears & PenaltiesSUBMISSION TO:REGULAR COUNCIL MEETINGMEETING DATE:April 26, 2016DEPARTMENT:CORPORATE SERVICES/FINANCEFILE NO./LEGAL:File Number,Legal or N/A.STRATEGIC PLAN:STRATEGIC PLAN:

REVIEWED AND APPROVED FOR SUBMISSION CAO: MH MANAGER: DD GM: RM PRESENTER: MJ LEGAL/ POLICY REVIEW: INT FINANCIAL REVIEW:

## **RELEVANT LEGISLATION:**

**Provincial** – In accordance with Section 347 of *Municipal Government Act,* 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.

## Council Bylaw / Policy - None

## **RECOMMENDED ACTION:**

## MOTION: That Council deny the request to waive the penalties on Tax Roll 182269.

## BACKGROUND / PROPOSAL:

The land owners of Tax Roll 182269 are requesting that Council waive the penalties in the amount of \$533.03.

The current property owners purchased the property in late August 2015 and were aware they would owe a portion of the 2015 taxes but not the full amount. Due to the timing of the purchase they thought they would receive an invoice outlining the portion they owed - this did not happen.

Administration did send a letter to the new landowner with a copy of the 2015 Tax Notice when the Title/Owner change was received from Alberta Land Titles. Administration was aware that the mailing address on the land title document was incorrect, however a general delivery address was added to the letter in hopes that the letter would be delivered to the new property owners. The new land owners contacted Greenview and stated that they have not received a copy of the tax notice.

Normally when correspondence is sent from Greenview and the mail isn't received by the addressee, the mail is returned to Greenview by Canada Post, however, this correspondence was <u>not</u> returned to the Greenview's Office. Thus, Administration had no way of knowing that the incorrect address was listed at Alberta Land Titles.

OPTIONS – BENEFITS / DISADVANTAGES:

**Options** – Council may choose to waive the penalties as requested by the property owner, however this is not recommended by Administration due to the precedent that this may create.

**Benefits** – The benefit of Council approving Administration's recommendation is that all Greenview property owners will be treated equally.

**Disadvantages** – One of the disadvantages of taking Administration's recommendation is that the property owner will not be appeased. Administration feels that the perceived benefits outweigh this disadvantage.

COSTS / SOURCE OF FUNDING:

# ATTACHMENT(S):

- Letter requesting Council waive the penalties
- Copy of letter & 2015 Tax Notice Administration sent to the new land owners

April 11, 2016

MD of Greenview No 16 Council Box 1079, 4802-36 Avenue Valleyview, A8 TOH 3N0

Atten: Marilyn Jensen

Respectively-

-----

Dear Council of MD Greenview No16;

**Re: Reverse of Interest Charges** 

I write this letter with the intent on having the Council of MD Greenview No 16, review the interest portion that has been applied to our property tax assessment for the 2015 tax term. The title # of our property is **Example 1** and the land description is Lot 6 East Grove Estates or 6-70-4-SW6.

We purchased the property in August of 2015 and were absolutely aware that we would owe a portion of the tax assessment, however due to the timing of the year for our purchase and only owing a portion of the assessment, we assumed we would receive an invoice outlining the corresponding amount owed, we never did receive this. It would seem that when the title was changed, the address noted was the legal land location and not our mailing address, to no fault of your people(s) the assessment was mailed to the wrong address and we obviously never received the assessment. A second attempt was made after some further investigation and the assessment was sent to our correct address, to which we did receive, the letter was dated March 16, 2016. We immediately reached out to the representative noted on the letter with respect to the balance owing, whom I will comment was wonderful to deal with. Marilyn advised of the balance and that there has been an additional \$533.03 charged to the account for late penalties and interest. Marilyn further advised that she has no authority to remove/reverse the penalties and suggested I write a letter to council.

Due to the above mentioned circumstances it is our request that council give consideration to waiving or reversing the late penalties and interest of \$533.03 fully, with the understanding we did not receive the notice of assessment so we could remit the balance prior to charges being forced.

You will note that on the day of this letter, the property taxes less the interest has been paid in full via transaction number 047122 @ 1:14 pm April 11, 2016. You can further note that **Constant** and **Constant** are only responsible for the Months of August 1, 2015 through to Dec 31, 2015; however as a sign of good faith to your organization we have cleared the entire 2015 balance, less the interest.

I would like to thank council and members in advance for their time and consideration given towards our request and look forward to hearing from you shortly. Please feel free to contact me directly at

should you have further question or concerns.

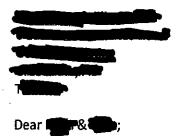
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# **MUNICIPAL DISTRICT OF GREENVIEW NO. 16**

"A Great Place to Live, Work and Play"

September 29, 2015



Re: SW-4-70-6-W6, Plan 7621701 Lot 6

The Municipal District of Greenview No. 16 recently received notification from Alberta Land Titles that you are the new owners of SW-4-70-6-W6, Plan 7621701 Lot 6. As the 2015 Combined Property Assessment & Tax Notice for the subject property was mailed prior to you taking ownership a copy of the Tax Notice is enclosed for your information. The Non-Residential/Commercial taxes were due June 30, 2015 and the Residential/Farmland taxes are due November 15, 2015.

The M.D. is require to use the information that is registered on the Land Title for each property, the address that is registered for your property, **Herrich Property**, **and the section**, appears to be an invalid mailing address. Would you kindly fill in your correct mailing address in section two of the enclosed Change of Address form then both of you need to date, sign and print your names where I marked the X's and mail the form to Alberta Land Titles, Box 2380 Edmonton, AB T5J 2T3, once Land Titles has updated the Title for you property they will send notification to the M.D. and your tax account will be updated. If you have any questions or concerns regarding payment of the taxes please contact the undersigned.

Youns truly,

Marilyn Jensen, Finance Coordinator Taxation & Assessment

Enclosed: Copy of 2015 Tax Notice & Change of Address Form

Administration Office	Operations Building	Family & Community Support Services	Grovedale Sub-Office	Grande Cache Sub-Office
Box 1079, 4806-36 Avenue Valleyview, AB TOH 3N0 Phone: 780.524.7600 Fax: 780.524.4307	Box 1079, 4802-36 Avenue Vaileyview, AB TOH 3N0 Phone: 780.524.7602 Fax: 780.524.5237	Box 1079, 4707-50 Street Valleyview, AB TOH 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, 10028-99 Street Grande Cache, AB TOE OYO Phone: 780.827.5155 Fax: 780.827.5143
Toli Fre	e: 1.888.524.7601		www.mdgreenviev	v.ab.ca

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# **REQUEST FOR DECISION**

SUBJECT:Agriculture Appeal CommitteeSUBMISSION TO:REGULAR COUNCIL MEETINGMEETING DATE:April 26, 2016DEPARTMENT:CAO SERVICESFILE NO./LEGAL:File Number,Legal or N/A.STRATEGIC PLAN:STRATEGIC PLAN:

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

## **RELEVANT LEGISLATION:**

Provincial (cite) – N/A

# Council Bylaw / Policy (cite) - N/A

## **RECOMMENDED ACTION:**

# MOTION: That Council approve Mr. Clarence Lindblom to sit on the Agriculture Appeal Committee.

## BACKGROUND / PROPOSAL:

The Agriculture Appeal Committee was created by Greenview's Agriculture Services Department, combining the Agricultural Pests Act Appeal Committee and the Weed Control Act Appeal Committee into one independent committee consisting of members at large to hear the appeals for notices issued under both Provincial Statutes.

Mr. Lindblom has stated interest in sitting on the Agriculture Appeal Committee.

**OPTIONS – BENEFITS / DISADVANTAGES:** 

**Options** – N/A

Benefits – N/A

Disadvantages – N/A

COSTS / SOURCE OF FUNDING:

As per Policy 1008, honorariums maybe incurred.

## ATTACHMENT(S):

Email from Mr. Lindblom

# Lianne Kruger

From:	clindblo <clindblo@telusplanet.net></clindblo@telusplanet.net>
Sent:	Monday, April 11, 2016 9:50 AM
То:	Lianne Kruger
Subject:	Agriculture Appeals Committee

Good Morning Lianne

Thank you for taking my call today.

I would like to apply to sit on the Agriculture Appeals Committee, looking forward to hearing after the 26th.

Clarence Lindblom 780-512-6396 clindblo@telusplanet.net



# **REQUEST FOR DECISION**

SUBJECT:Fox Creek Fire Hall AgreementSUBMISSION TO:REGULAR COUNCIL MEETINGMEETING DATE:April 26, 2016DEPARTMENT:COMMUNITY SERVICESFILE NO./LEGAL:N/ASTRATEGIC PLAN:

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

## RELEVANT LEGISLATION:

Provincial (cite) – N/A

Council Bylaw / Policy (cite) - N/A

## **RECOMMENDED ACTION:**

MOTION: That Council authorize Administration to enter into an agreement with the Town of Fox Creek for the construction of a Fire Hall facility, with funds to come from the 2016 Protective Service Capital Budget.

# BACKGROUND / PROPOSAL:

The Town of Fox Creek is requesting that Greenview enter into a partnership for the construction of a new Fire Hall facility located in Fox Creek. The proposed facility would have an upset limit of \$7,000,000.00, however in discussions with Fox Creek it has been estimated the total cost of the facility will be \$6,000,000.00. During Greenview's budget deliberations \$3,500,000.00 which represents 50% of the total project cost was allocated towards this project. Greenview Administration is recommending that the following clauses be stipulated in the agreement:

- 1. The Facility and land shall be jointly owned on the basis of a 1:1 ratio with the exception of furniture, fixtures and equipment (FF&E).
- 2. Greenview shall be consulted to obtain final written approval of the design of the Facility prior to proceeding with construction.
- 3. Greenview's funding contribution must be publicly recognized and advertised, as per negotiation with Greenview.
- 4. The Parties agree that the Facility will have a total maximum budget of \$7,000,000.00 including, but not limited to, all site servicing, design, construction, development and landscaping costs (collectively, "Construction Costs") with the exception of furniture, fixtures and equipment (FF&E).
- 5. Greenview's funding contribution shall be utilized for the associated construction cost of the fire hall, as per the approved facility design in accordance with \*section 5.2, any additional cost of the facility for the Town's sole purpose shall be the Town's undertaking.
- 6. The Parties will contribute to Construction Costs on the following basis:
  - a) Greenview will contribute a maximum total of 50% up to \$3,500,000.00.

- b) The Greenview payment schedule will commence with 50% (\$1,750,000.00) at the onset of construction, 25% (\$875,000.00) at 50% completion, and the remainder upon receipt of the construction completion financial statement;
- c) The Town will contribute a total of 50% up to \$3,500,000.00;
- d) Notwithstanding the estimated amounts described in a) and b) above, the Parties agree that it is their intention that their respective contributions to the ultimate Construction Costs are to be allocated on the basis of a 1:1 ratio (the "Construction Funding Model").
- 7. If the actual Construction Costs are below the estimated \$7,000,000.00 the Parties' respective funding contributions shall be reduced in accordance with the Construction Funding Model.

The Town of Fox Creek has approved and agreed to the terms of the proposed agreement.

\*Section 5.2 Greenview shall be consulted to obtain final written approval of the design of the Facility prior to proceeding with construction.

OPTIONS – BENEFITS / DISADVANTAGES:

**Options** – Council has the option to approve, alter or deny the Fox Creek Fire Hall Agreement.

**Benefits** – The benefit of entering into an agreement with Fox Creek for the Fire Hall facility is that the commitments and terms of the partnership will be clearly defined.

**Disadvantages** – There are no perceived disadvantages to entering into the agreement with the Town of Fox Creek for the Fire Hall.

COSTS / SOURCE OF FUNDING:

The maximum Greenview funds committed to the project will be 3,500,000.00 from the 2016 Protective Service Capital Budget.

# ATTACHMENT(S):

• Fox Creek Fire Hall Agreement

THIS AGREEMENT made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2014

BETWEEN:

# THE TOWN OF FOX CREEK

a municipal corporation duly incorporated under the laws of the Province of Alberta (the "Town")

- and -

# **MUNICIPAL DISTRICT OF GREENVIEW NO. 16**

a municipal corporation duly incorporated under the laws of the Province of Alberta ("Greenview")

(collectively "the Parties")

# WHEREAS:

- A. The Town and Greenview wish to cooperate in the development and construction of a Fire Hall facility (the "Facility") as a key component for the mutual benefit of the Parties and their respective constituents;
- B. The Parties intend to construct the Facility on lands situated in the Town, owned by the Town and Greenview, and legally described as:

PLAN \_\_\_\_\_\_ BLOCK \_\_\_\_\_\_ LOT \_\_\_\_\_ EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: \_\_\_\_\_ HECTARES (\_\_\_\_\_ ACRES) MORE OR LESS (the "Lands");

- C. It is the intention of the Parties that the costs of development and constructing the Facility will be borne by the Parties in accordance with this Agreement;
- D. The Facility will be for the equal benefit and use of both the Town and Greenview constituents; and
- E. The Parties agree to work together cooperatively and in a unified manner to develop and construct the Facility.

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements herein contained, the Parties agree to partner as follows:

# 1. **DEFINITIONS**

- 1.1. "Business Day" means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed in the Province of Alberta.
- 1.2. "Construction Costs" has the meaning given to such term in section 6.1.
- 1.3. "Construction Funding Model" has the meaning given to such term in section 6.3.
- 1.4. "Default" has the meaning given to such term in section 12.1.
- 1.5. "Defaulting Party" has the meaning given to such term in section 12.1.
- 1.6. "Facility" has the meaning given to such term in Preamble A.
- 1.7. "Force Majeure" means any event or circumstance that prevents or delays a Party from performing any of its obligations under the Agreement within the time required for the performance of such obligation, but only to the extent that (i) the event is not reasonably within the control of the Party (insufficiency of funds not being beyond the reasonably control of a Party) and (ii) despite the exercise of reasonable efforts, the event cannot be prevented, avoided or stopped by that Party, it being acknowledged that events of Force Majeure may include the following: acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, terrorism, sabotage, wars (declared or undeclared), blockades, insurrections, riots, diseases or epidemics, landslides, lightning, fire, earthquakes, storms, subsidence, floods, high waters, washouts, drought, low waters, orders or acts of civil or military authorities, civil disturbances, or any other causes, whether of the kind herein enumerated or otherwise; provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the particular Party involved therein and such Party may make settlement thereof in such time and on such terms and conditions as it may deem to be advisable and no delay in making such settlement shall deprive such Party of the benefits of this Agreement with respect to an event of Force Majeure;
- 1.8. "Lands" has the meaning given to such term in Preamble B.
- 1.9. "Non-defaulting Party" has the meaning given to such term in section 12.1.
- 1.10. "Notice of Default" has the meaning given to such term in section 13.1.

# 2. INTERPRETATION

2.1. In this Agreement, including the Schedules, and in any amendments thereto, except as otherwise expressly provided, or unless the context otherwise requires, the following words and phrases have the following meanings:

- a) all references in the Agreement or in any Schedule to "articles", "sections" or other designated subdivisions are to the designated subdivisions of the Agreement or the applicable Schedule, as the case may be;
- b) the words "herein" and "hereunder" and words of similar import refer to this Agreement as a whole including the Schedules and not to any particular section or other subdivision;
- c) the headings and subheadings inserted in this Agreement are designed for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;
- d) the word "including", when following any general statement, term or matter, shall not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter;
- e) any reference to an entity shall include and be deemed to be a reference to an entity that is a successor, assign or successor in title to such entity, including any entity which assumes by agreement, by operation of law or otherwise, the rights and/or obligations of the entity;
- f) words that have well-known technical or trade meanings and that are not specifically defined in the Agreement are used in the Agreement in accordance with their recognized meanings;
- g) any reference to "approval", "authorization" or "consent" or any other similar word implying an exercise of discretion on the part of any person, including any Party, means the written approval, written authorization or written consent of such person and such exercise of discretion shall be exercised in an objectively reasonable manner;
- h) where a word or phrase is specifically defined, other grammatical forms of that word or phrase have corresponding meanings; and
- i) words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa, and words importing individuals shall include firms and corporations, and vice versa.

# 3. NOTICE

3.1. Any notice required or permitted to be given under this Agreement shall be in writing and addressed to the appropriate Party at the address or facsimile number below:

To the Town: Box 149 Fox Creek, AB TOH 1P0 Telephone: 780.622.3896 Fax: 780.622.4247

To Greenview: Box 1079 Valleyview, AB TOH 3N0 Telephone: 780.524.7600 Fax: 780.524.4307

or to such other address or facsimile number of which notice has been given as provided in this Agreement. Any notice that is delivered is to be considered to have been given on the first Business Day after it is dispatched for delivery. Any notice which is sent by fax transmission is to be considered to have been given on the first Business Day after it is sent, provided that the sender obtains an electronic confirmation of receipt. If a Party changes its address or facsimile number, or both, it shall promptly give notice of its new address or facsimile number, or both, to the other Party.

# 4. TERMINATION

- 4.1. This Agreement shall automatically terminate should either party restructure (dissolve or otherwise alter incorporation status, etc.) or in Greenview's case be subjected to a significant financial restructuring (linear pooling, etc.).
- 4.2. In the event of a Default under Article 13 of this Agreement that is not cured by the Defaulting Party in accordance with this Agreement, the Non-Defaulting Party may terminate this Agreement in accordance with the section 14.2 and shall be entitled to recover from the Defaulting Party any damages or losses (including legal fees on a solicitor and his own client full indemnity basis) that arise from or are directly related or attributable to such termination.

# 5. OWNERSHIP

- 5.1. The Facility and land shall be jointly owned on the basis of a 1:1 ratio with the exception of furniture, fixtures and equipment (FF&E).
- 5.2. Greenview shall be consulted to obtain final written approval of the design of the Facility prior to proceeding with construction.
- 5.3. Greenview's funding contribution must be publicly recognized and advertised, as per negotiation with Greenview.

# 6. CONSTRUCTION FUNDING

- 6.1. The Parties agree that the Facility will have a total maximum budget of \$7,000,000.00 including, but not limited to, all site servicing, design, construction, development and landscaping costs (collectively, "Construction Costs") with the exception of furniture, fixtures and equipment (FF&E).
- 6.2. Greenview's funding contribution shall be utilized for the associated construction costs of the fire hall, as per the approved facility design in accordance with section 5.2, any additional cost of the facility for the town's sole purpose shall be the town's undertaking.
- 6.3. The Parties will contribute to Construction Costs on the following basis:
  - a) Greenview will contribute a maximum total of 50% up to \$3,500,000.00.
  - b) The Greenview payment schedule will commence with 50% (\$1,750,000.00) at the onset of construction, 25% (\$875,000.00) at 50% completion, and the remainder upon receipt of the construction completion financial statement;
  - c) The Town will contribute a total of 50% up to \$3,500,000.00;
  - d) Notwithstanding the estimated amounts described in a) and b) above, the Parties agree that it is their intention that their respective contributions to the ultimate Construction Costs are to be allocated on the basis of a 1:1 ratio (the "Construction Funding Model").
- 6.4. If the actual Construction Costs are below the estimated \$7,000,000.00 the Parties' respective funding contributions shall be reduced in accordance with the Construction Funding Model.
- 6.5. The Town shall be responsible for the municipal development and building permits. Any costs associated with applicable third party building permits shall be allocated at a 1:1 ratio.

# 7. CONSTRUCTION

- 7.1. The Town will be responsible for overseeing the management of construction of the Facility and managing all finances related to construction of the Facility in accordance with all applicable Federal, Provincial and municipal laws, regulations and ordinances, and in a competent and professional manner using commercially reasonable efforts, and in an effective and efficient manner.
- 7.2. The costs of any litigation arising from the construction of the Facility shall be shared by the Parties on a 1:1 ratio.

# 8. RESERVES

8.1. The Town and Greenview will establish an appropriate fund for the purpose of replacing the Facility at the end of its lifecycle. The establishment of this reserve does not commit either Party to replacement of the Facility or to the respective contribution levels outlined in this Agreement and does not prohibit other methods of financing a replacement Facility (such as borrowing).

# 9. FORCE MAJEURE

- 9.1. If either Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from whatever performance is affected by the Force Majeure event to the extent so affected, provided that the non-performing party provides written notice to the other Party within seven (7) Business Days detailing the particulars of the Force Majeure and that the non-performing Party will exercise reasonable efforts to remedy its inability to perform.
- 9.2. Upon the termination of the Force Majeure event the Parties respective obligations shall resume in accordance with the terms of this Agreement.
- 9.3. In the event that the Parties are unable in good faith to agree that a Force Majeure has occurred, the Parties shall submit the dispute for dispute resolution in accordance with the terms of this Agreement.

# 10. **INSURANCE**

- 10.1. The Parties shall maintain general liability and full replacement insurance on the Facility as appropriate, during both the construction and operation of the Facility.
- 10.2. All insurance policies shall include a provision whereby the insurance provider will notify both Parties thirty (30) days in advance of any material change to, cancellation or termination of the insurance policies.

# 11. **INDEMNITY**

11.1. Each of the Parties shall indemnify and save harmless the other Party for any damages, losses (including legal fees on a solicitor and his own client full indemnity basis), injuries or loss of life, resulting from the negligent or wrongful acts or omissions of their respective employees, servants or agents which may occur in the performance, purported performance, or non-performance of their respective obligations under this Agreement, provided that such indemnity shall be limited to an amount in proportion to the degree to which the indemnifying Party, its employees, servants or agents are at fault or otherwise held responsible in law. This indemnification shall survive the termination of this Agreement.

# 12. **DEFAULT**

- 12.1. A Party shall be deemed to be in default hereunder if any of the following events occur (the "Default"), the Party in default to be referred to as the "Defaulting Party" and the Party not in default to be referred to as the "Non-defaulting Party":
  - a) a Party fails to make a payment as required by any provision of this Agreement, or
  - b) a Party fails to perform any other material obligation imposed upon such Party under this Agreement.

# 13. NOTICE OF DEFAULT

- 13.1. If a Party claims that there has been a Default under this Agreement by the other Party, the Non-defaulting Party shall give to the Defaulting Party a notice providing particulars of the Default (the "Notice of Default").
- 13.2. The Defaulting Party shall have a period of thirty (30) days after receipt of the Notice of Default to cure the Default. If the Default is a performance Default under section 12.1(b) and the performance Default cannot be reasonably cured within thirty (30) days after receipt of the Notice of Default, the Defaulting Party shall have a reasonable period of time to cure the Default provided that the Defaulting Party promptly commences and diligently continues thereafter to cure the Default. If the Default is a payment Default under section 12.1(a), the Defaulting Party must cure the payment Default within thirty (30) days after receipt of the Notice of Default.
- 13.3. If the Defaulting Party disputes the Default, the Defaulting Party shall, within ten (10) days after receipt of the Notice of Default, (i) give the other Party notice that Default is in dispute (including providing reasons therefore in reasonable detail) and (ii) shall submit the dispute for dispute resolution in accordance with the terms of this Agreement.

# 14. **REMEDIES ON DEFAULT**

- 14.1. If a Notice of Default has been given and the Party alleged to be in default does not cure or remedy the Default in the manner contemplated by section 13.2 or where the Party determined by the dispute resolution process under this Agreement to have a requirement to remedy a Default fails to remedy the Default as directed, the Nondefaulting Party shall have the rights and remedies set out in section 14.2.
- 14.2. In the case of an event of Default that is not cured by the Defaulting Party in accordance with this Agreement, the Non-defaulting Party shall have the following rights and remedies:
  - a) To charge the Defaulting Party interest with respect to any unpaid amount until it is paid, at the rate of 1.5% per annum, calculated daily;
  - b) Suspend performance of its obligations under this agreement;
  - c) To set-off against the unpaid amount any sums due or accruing to the Defaulting Party by the Non-defaulting Party in accordance with this Agreement;

- d) To perform the obligations of the Defaulting Party which are the subject of the Notice of Default and charge the Defaulting Party the reasonable costs of performing such obligations on behalf of the Defaulting Party; and/or
- e) To terminate this Agreement.
- 14.3. A Non-defaulting Party may, at its discretion, exercise the remedies referenced in section 14.2 applicable to it in the alternative, concurrently or cumulatively, except where inconsistent with the express provisions contained in this Agreement and provided that in the case of a payment Default the concurrent or cumulative exercise of remedies shall not result in duplication or a recovery on the part of the Non-defaulting Party based on an amount (excluding interest) in excess of the payment Default. No delay or omission by a Non-defaulting Party in exercising its rights or remedies hereunder shall operate as a waiver of those rights or remedies or of any other right or remedy and no single or partial exercise thereof shall preclude any other or future exercise thereof or the exercise of any other right or remedy.

# 15. **DISPUTE RESOLUTION**

15.1. Where a dispute arises over interpretation, application, operation or administration of the Agreement, Greenview and the Town will attempt to resolve the issue through a joint meeting of the two Councils. The two Councils may meet as often as necessary to attempt to resolve the dispute or appoint a Committee of Councils to attempt to resolve the dispute. If the above actions fail to resolve the issue, a mediator may be engaged to assist in the dispute resolution.

# 16. **GENERAL**

- 16.1. This Agreement is not assignable by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
- 16.2. This Agreement is binding up and shall enure to the benefit of the Parties and their successors and permitted assigns.
- 16.3. The Parties acknowledge and agree that this Agreement does not create and shall not be construed as creating any relationship of agency, partnership or joint venture between the Parties. The Parties enter this Agreement as, and shall remain, independent. parties.
- 16.4. If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then that term, covenant or condition: (i) is deemed to be independent of the remainder of this Agreement and to be severable and divisible therefrom, and its invalidity, unenforceability or illegally does not affect, impair or invalidate the remainder to the Agreement or any part thereof; and (ii) continues to be applicable to and enforceable to the fullest extent permitted by law against any person and circumstances other than those as to which it has been held or rendered invalid, unenforceable or illegal.

- 16.5. This Agreement sets forth all covenants, promises, representations, agreement, conditions and understanding between the Town and Greenview concerning the matters referenced herein and there are no other covenants, promises, representations, agreements, conditions, or understandings, either oral or written, between them. No alteration or amendment to this Agreement will be binding upon the Town or Greenview unless in writing and signed by the Town and Greenview.
- 16.6. The expiry or termination of this Agreement shall not relieve any Party of any rights, liabilities or obligations that by their nature survive expiry or termination, including warranties, remedies, indemnities, or that arose prior to the expiry or termination of this Agreement.
- 16.7. If either Party shall overlook, excuse, condone or permit any default, breach, nonobservance, improper compliance or non-compliance by the other of any obligation herein, this shall not operate as a waiver of such obligation in respect of any continuing or subsequent default, breach or non-observance, and no such waiver shall be implied but shall only be effective if expressed in writing.
- 16.8. This Agreement shall be construed in accordance with and governed by the laws of the Province of Alberta.
- **IN WITNESS WHEREOF**, and as evidence of their Agreement to be bound by the terms hereof, the Parties have caused this Agreement to be executed and delivered by their authorized signatories with effect as of the date set out on page one above.

TOWN	)	TOWN OF FOX CREEK
	)	Per:
	)	Per:
GREENVIEW	)	MUNICIPAL DISTRICT OF GREENVIEW NO. 16
	)	Per:
	) )	Per:



# **REQUEST FOR DECISION**

SUBJECT:Fox Creek Multiplex Facility AgreementSUBMISSION TO:REGULAR COUNCIL MEETINGMEETING DATE:April 26, 2016DEPARTMENT:COMMUNITY SERVICESFILE NO./LEGAL:N/ASTRATEGIC PLAN:

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

## **RELEVANT LEGISLATION:**

Provincial (cite) – N/A

Council Bylaw / Policy (cite) - N/A

## **RECOMMENDED ACTION:**

MOTION: That Council authorize Administration to enter into an agreement with the Town of Fox Creek for the construction of a Multiplex facility, with funds to come from the Community Service Capital Budget.

# BACKGROUND / PROPOSAL:

The Town of Fox Creek is requesting that Greenview enter into a partnership for the construction of a new Multiplex facility located in Fox Creek. The proposed facility would have an upset limit of \$42,000,000.00, during Greenview's budget deliberations \$21,000,000.00, which represents 50% of the total project cost, was allocated towards this project. Greenview Administration is recommending that the following clauses be stipulated in the agreement:

- 1. The Facility and land shall be jointly owned on the basis of a 1:1 ratio with the exception of furniture, fixtures and equipment (FF&E).
- 2. Greenview shall be consulted to obtain final written approval of the design of the Facility prior to proceeding with construction.
- 3. Greenview's funding contribution must be publicly recognized and advertised, as per negotiation with Greenview.
- 4. The Parties agree that the Facility will have a total maximum budget of \$42,000,000.00 including, but not limited to, all site servicing, design, construction, development and landscaping costs (collectively, "Construction Costs") with the exception of furniture, fixtures and equipment (FF&E).
- 5. Greenview's funding contribution shall be utilized for the associated construction cost of the Multiplex, as per the approved facility design in accordance with \*section 5.2, any additional cost of the facility for the town's sole purpose shall be the town's undertaking.
- 6. The Parties will contribute to Construction Costs on the following basis:
  - a) Greenview will contribute a maximum total of 50% up to \$21,000,000.00.

- b) The Greenview payment schedule will commence with 50% (of the projected project cost) at the onset of construction, 25% (of the projected project cost) at 50% completion, and the remainder upon receipt of the construction completion financial statement;
- c) The Town will contribute a total of 50% up to \$21,000,000.00;
- d) Notwithstanding the estimated amounts described in a) and b) above, the Parties agree that it is their intention that their respective contributions to the ultimate Construction Costs are to be allocated on the basis of a 1:1 ratio (the "Construction Funding Model").
- 7. If the actual Construction Costs are below the estimated \$42,000,000.00 the Parties' respective funding contributions shall be reduced in accordance with the Construction Funding Model.

The Town of Fox Creek has approved and agreed to the terms of the proposed agreement.

\*Section 5.2 Greenview shall be consulted to obtain final written approval of the design of the Facility prior to proceeding with construction.

OPTIONS – BENEFITS / DISADVANTAGES:

**Options** – Council has the option to approve, alter or deny the Fox Creek Multiplex Agreement.

**Benefits** – The benefit of entering into an agreement with Fox Creek for the Multiplex facility is that the commitments and terms of the partnership will be clearly defined.

**Disadvantages** – There are no perceived disadvantages to entering into the agreement with the Town of Fox Creek for the Multiplex.

COSTS / SOURCE OF FUNDING:

The maximum Greenview funds committed to the project will be 21,000,000.00 from the Community Service Capital Budget.

# ATTACHMENT(S):

• Fox Creek Multiplex Facility Agreement

THIS AGREEMENT made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2014

BETWEEN:

# THE TOWN OF FOX CREEK

a municipal corporation duly incorporated under the laws of the Province of Alberta (the "Town")

- and -

# **MUNICIPAL DISTRICT OF GREENVIEW NO. 16**

a municipal corporation duly incorporated under the laws of the Province of Alberta ("Greenview")

(collectively "the Parties")

# WHEREAS:

- A. The Town and Greenview wish to cooperate in the development and construction of a Recreation Multiplex facility (the "Facility") as a key component for the mutual benefit of the Parties and their respective constituents;
- B. The Parties intend to construct the Facility on lands situated in the Town, owned by the Town and Greenview, and legally described as:

PLAN \_\_\_\_\_\_ BLOCK \_\_\_\_\_\_ LOT \_\_\_\_\_ EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: \_\_\_\_\_ HECTARES (\_\_\_\_\_ ACRES) MORE OR LESS (the "Lands");

- C. It is the intention of the Parties that the costs of development and constructing the Facility will be borne by the Parties in accordance with this Agreement;
- D. The Facility will be for the equal benefit and use of both the Town and Greenview constituents; and
- E. The Parties agree to work together cooperatively and in a unified manner to develop and construct the Facility.

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements herein contained, the Parties agree to partner as follows:

# 1. **DEFINITIONS**

- 1.1. "Business Day" means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed in the Province of Alberta.
- 1.2. "Construction Costs" has the meaning given to such term in section 6.1.
- 1.3. "Construction Funding Model" has the meaning given to such term in section 6.3.
- 1.4. "Default" has the meaning given to such term in section 12.1.
- 1.5. "Defaulting Party" has the meaning given to such term in section 12.1.
- 1.6. "Facility" has the meaning given to such term in Preamble A.
- 1.7. "Force Majeure" means any event or circumstance that prevents or delays a Party from performing any of its obligations under the Agreement within the time required for the performance of such obligation, but only to the extent that (i) the event is not reasonably within the control of the Party (insufficiency of funds not being beyond the reasonably control of a Party) and (ii) despite the exercise of reasonable efforts, the event cannot be prevented, avoided or stopped by that Party, it being acknowledged that events of Force Majeure may include the following: acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, terrorism, sabotage, wars (declared or undeclared), blockades, insurrections, riots, diseases or epidemics, landslides, lightning, Recreation Multiplex, earthquakes, storms, subsidence, floods, high waters, washouts, drought, low waters, orders or acts of civil or military authorities, civil disturbances, or any other causes, whether of the kind herein enumerated or otherwise; provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the particular Party involved therein and such Party may make settlement thereof in such time and on such terms and conditions as it may deem to be advisable and no delay in making such settlement shall deprive such Party of the benefits of this Agreement with respect to an event of Force Majeure;
- 1.8. "Lands" has the meaning given to such term in Preamble B.
- 1.9. "Non-defaulting Party" has the meaning given to such term in section 12.1.
- 1.10. "Notice of Default" has the meaning given to such term in section 13.1.

# 2. INTERPRETATION

2.1. In this Agreement, including the Schedules, and in any amendments thereto, except as otherwise expressly provided, or unless the context otherwise requires, the following words and phrases have the following meanings:

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- g) any reference to "approval", "authorization" or "consent" or any other similar word implying an exercise of discretion on the part of any person, including any Party, means the written approval, written authorization or written consent of such person and such exercise of discretion shall be exercised in an objectively reasonable manner;
- h) where a word or phrase is specifically defined, other grammatical forms of that word or phrase have corresponding meanings; and
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- 4.1. This Agreement shall automatically terminate should either party restructure (dissolve or otherwise alter incorporation status, etc.) or in Greenview's case be subjected to a significant financial restructuring (linear pooling, etc.).
- 4.2. In the event of a Default under Article 13 of this Agreement that is not cured by the Defaulting Party in accordance with this Agreement, the Non-Defaulting Party may terminate this Agreement in accordance with the section 14.2 and shall be entitled to recover from the Defaulting Party any damages or losses (including legal fees on a solicitor and his own client full indemnity basis) that arise from or are directly related or attributable to such termination.

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- 6.2. Greenview's funding contribution shall be utilized for the associated construction costs of the Recreation Multiplex, as per the approved facility design in accordance with section 5.2, any additional cost of the facility for the town's sole purpose shall be the town's undertaking.
- 6.3. The Parties will contribute to Construction Costs on the following basis:
  - a) Greenview will contribute a maximum total of 50% up to \$21,000,000.00.
  - b) The Greenview payment schedule will commence with 50% (of the projected project cost) at the onset of construction, 25% (of the projected project cost) at 50% completion, and the remainder upon receipt of the construction completion financial statement;
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- 6.4. If the actual Construction Costs are below the estimated \$42,000,000.00 the Parties' respective funding contributions shall be reduced in accordance with the Construction Funding Model.
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- 7.1. The Town will be responsible for overseeing the management of construction of the Facility and managing all finances related to construction of the Facility in accordance with all applicable Federal, Provincial and municipal laws, regulations and ordinances, and in a competent and professional manner using commercially reasonable efforts, and in an effective and efficient manner.
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8.1. The Town and Greenview will establish an appropriate fund for the purpose of replacing the Facility at the end of its lifecycle. The establishment of this reserve does not commit either Party to replacement of the Facility or to the respective contribution levels outlined in this Agreement and does not prohibit other methods of financing a replacement Facility (such as borrowing).

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- 9.2. Upon the termination of the Force Majeure event the Parties respective obligations shall resume in accordance with the terms of this Agreement.
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11.1. Each of the Parties shall indemnify and save harmless the other Party for any damages, losses (including legal fees on a solicitor and his own client full indemnity basis), injuries or loss of life, resulting from the negligent or wrongful acts or omissions of their respective employees, servants or agents which may occur in the performance, purported performance, or non-performance of their respective obligations under this Agreement, provided that such indemnity shall be limited to an amount in proportion to the degree to which the indemnifying Party, its employees, servants or agents are at fault or otherwise held responsible in law. This indemnification shall survive the termination of this Agreement.

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- 12.1. A Party shall be deemed to be in default hereunder if any of the following events occur (the "Default"), the Party in default to be referred to as the "Defaulting Party" and the Party not in default to be referred to as the "Non-defaulting Party":
  - a) a Party fails to make a payment as required by any provision of this Agreement, or
  - b) a Party fails to perform any other material obligation imposed upon such Party under this Agreement.

# 13. NOTICE OF DEFAULT

- 13.1. If a Party claims that there has been a Default under this Agreement by the other Party, the Non-defaulting Party shall give to the Defaulting Party a notice providing particulars of the Default (the "Notice of Default").
- 13.2. The Defaulting Party shall have a period of thirty (30) days after receipt of the Notice of Default to cure the Default. If the Default is a performance Default under section 12.1(b) and the performance Default cannot be reasonably cured within thirty (30) days after receipt of the Notice of Default, the Defaulting Party shall have a reasonable period of time to cure the Default provided that the Defaulting Party promptly commences and diligently continues thereafter to cure the Default. If the Default is a payment Default under section 12.1(a), the Defaulting Party must cure the payment Default within thirty (30) days after receipt of the Notice of Defaulting Party must cure the payment Default within thirty (30) days after receipt of the Notice of Default.
- 13.3. If the Defaulting Party disputes the Default, the Defaulting Party shall, within ten (10) days after receipt of the Notice of Default, (i) give the other Party notice that Default is in dispute (including providing reasons therefore in reasonable detail) and (ii) shall submit the dispute for dispute resolution in accordance with the terms of this Agreement.

# 14. **REMEDIES ON DEFAULT**

- 14.1. If a Notice of Default has been given and the Party alleged to be in default does not cure or remedy the Default in the manner contemplated by section 13.2 or where the Party determined by the dispute resolution process under this Agreement to have a requirement to remedy a Default fails to remedy the Default as directed, the Nondefaulting Party shall have the rights and remedies set out in section 14.2.
- 14.2. In the case of an event of Default that is not cured by the Defaulting Party in accordance with this Agreement, the Non-defaulting Party shall have the following rights and remedies:
  - a) To charge the Defaulting Party interest with respect to any unpaid amount until it is paid, at the rate of 1.5% per annum, calculated daily;
  - b) Suspend performance of its obligations under this agreement;
  - c) To set-off against the unpaid amount any sums due or accruing to the Defaulting Party by the Non-defaulting Party in accordance with this Agreement;

- d) To perform the obligations of the Defaulting Party which are the subject of the Notice of Default and charge the Defaulting Party the reasonable costs of performing such obligations on behalf of the Defaulting Party; and/or
- e) To terminate this Agreement.
- 14.3. A Non-defaulting Party may, at its discretion, exercise the remedies referenced in section 14.2 applicable to it in the alternative, concurrently or cumulatively, except where inconsistent with the express provisions contained in this Agreement and provided that in the case of a payment Default the concurrent or cumulative exercise of remedies shall not result in duplication or a recovery on the part of the Non-defaulting Party based on an amount (excluding interest) in excess of the payment Default. No delay or omission by a Non-defaulting Party in exercising its rights or remedies hereunder shall operate as a waiver of those rights or remedies or of any other right or remedy and no single or partial exercise thereof shall preclude any other or future exercise thereof or the exercise of any other right or remedy.

# 15. **DISPUTE RESOLUTION**

15.1. Where a dispute arises over interpretation, application, operation or administration of the Agreement, Greenview and the Town will attempt to resolve the issue through a joint meeting of the two Councils. The two Councils may meet as often as necessary to attempt to resolve the dispute or appoint a Committee of Councils to attempt to resolve the dispute. If the above actions fail to resolve the issue, a mediator may be engaged to assist in the dispute resolution.

# 16. **GENERAL**

- 16.1. This Agreement is not assignable by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
- 16.2. This Agreement is binding up and shall enure to the benefit of the Parties and their successors and permitted assigns.
- 16.3. The Parties acknowledge and agree that this Agreement does not create and shall not be construed as creating any relationship of agency, partnership or joint venture between the Parties. The Parties enter this Agreement as, and shall remain, independent. parties.
- 16.4. If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then that term, covenant or condition: (i) is deemed to be independent of the remainder of this Agreement and to be severable and divisible therefrom, and its invalidity, unenforceability or illegally does not affect, impair or invalidate the remainder to the Agreement or any part thereof; and (ii) continues to be applicable to and enforceable to the fullest extent permitted by law against any person and circumstances other than those as to which it has been held or rendered invalid, unenforceable or illegal.

- 16.5. This Agreement sets forth all covenants, promises, representations, agreement, conditions and understanding between the Town and Greenview concerning the matters referenced herein and there are no other covenants, promises, representations, agreements, conditions, or understandings, either oral or written, between them. No alteration or amendment to this Agreement will be binding upon the Town or Greenview unless in writing and signed by the Town and Greenview.
- 16.6. The expiry or termination of this Agreement shall not relieve any Party of any rights, liabilities or obligations that by their nature survive expiry or termination, including warranties, remedies, indemnities, or that arose prior to the expiry or termination of this Agreement.
- 16.7. If either Party shall overlook, excuse, condone or permit any default, breach, nonobservance, improper compliance or non-compliance by the other of any obligation herein, this shall not operate as a waiver of such obligation in respect of any continuing or subsequent default, breach or non-observance, and no such waiver shall be implied but shall only be effective if expressed in writing.
- 16.8. This Agreement shall be construed in accordance with and governed by the laws of the Province of Alberta.
- **IN WITNESS WHEREOF**, and as evidence of their Agreement to be bound by the terms hereof, the Parties have caused this Agreement to be executed and delivered by their authorized signatories with effect as of the date set out on page one above.

TOWN	)	TOWN OF FOX CREEK
	)	
	)	Per:
	)	Per:
GREENVIEW	)	MUNICIPAL DISTRICT OF GREENVIEW NO. 16
	)	
	)	Per:
	)	
	)	Per:



# **REQUEST FOR DECISION**

SUBJECT:	Gap Analysis and Economic Impact Study for new	v Grande	e Prairi	e Regional Hospital	
SUBMISSION TO:	REGULAR COUNCIL MEETING	REVIE	wed a	ND APPROVED FOR SUBMI	SSION
MEETING DATE:	April 26, 2016	CAO:	MH	MANAGER:	INT
DEPARTMENT:	COMMUNITY SERVICES/ECONOMIC DEVELOPMENT	GM:	DM	PRESENTER:	DM
FILE NO./LEGAL: STRATEGIC PLAN:	N/A			LEGAL/ POLICY REVIEW: FINANCIAL REVIEW:	INT

**RELEVANT LEGISLATION:** 

Provincial (cite) – N/A

Council Bylaw / Policy (cite) - N/A

# **RECOMMENDED ACTION:**

MOTION: That Council authorize a funding contribution in the amount of \$21,667.00 to conduct a Gap Analysis and Economic Impact Study for the new Grande Prairie Regional Hospital at the request of the Grande Prairie Chamber Regional Economic Development Group, with funds to come from the 2016 Contingency Budget.

MOTION: That Council authorize Administration to transfer \$21,667.00 from the 2016 Contingency to the 2016 Economic Development Budget.

BACKGROUND / PROPOSAL:

The Grande Prairie Chamber Regional Economic Development Group, recently met to explore and discuss the need for a Gap Analysis and Economic Impact Study. The group includes: Grande Prairie & District Chamber of Commerce, City of Grande Prairie Economic Development, County of Grande Prairie Economic Development, Greenview, Northern Alberta Development Council (NADC), Grande Prairie Regional College, Grande Prairie Regional College Foundation, and the Grande Prairie Regional Hospital Foundation. The study may assist the Grande Prairie Region in understanding and planning for changes in socio-economic growth and development due to the construction of the new regional hospital that is slated for completion in 2019. Greenview, the City of Grande Prairie and the County of Grande Prairie are requested to each contribute one-third (\$21,667.00 each) to result in a balanced budget for the Gap Analysis and Economic Impact Study (see chart below).

Details:	Expense	Revenues
Total Project Budget – Gap Analysis and Economic Impact Study:		
Consultant Fees & Project Management	\$115,000.00	
NADC Grant		\$35,000.00
GP Chamber		\$10,000.00
Hospital Foundation		\$5,000.00

Unsecured – Funding Request \$21,667.00 x 3 = \$65,000.00		\$65,000.00
Totals:	\$115,000.00	\$115,000.00

The economic impact and gap analysis is intended to assess and quantify the change in economic growth and development brought about by new investment in infrastructure and public health services in the region. The report may provide local communities with information and insights to identify and prepare for economic opportunities, to improve public access to health care services, and to be aware of impacts to other social and community services. The new regional hospital was planned to provide a wide range of health care services including surgery, cancer care, and emergency services and is expected to meet regional population needs to 2025. The hospital will also serve as a health care training facility in partnership with the Grande Prairie Regional College. The regional hospital will be part of a network of cancer care treatment centres across the province. The hospital will serve Northwestern Alberta residents and those in British Columbia and Northwest Territories. In addition to the new regional hospital bringing health care services to the area, it may increase local economic activity from new building construction, hospital operation and increased per capita disposable income.

Currently, as of April 25, 2016 Greenview has a balance of \$1,251,976.00 in the 2016 Contingency Budget.

# **OPTIONS – BENEFITS / DISADVANTAGES:**

**Options** – Council has the option to authorize the funding contribution of \$21,667.00 to conduct the Gap Analysis and Economic Impact Study or deny the funding contribution request.

**Benefits** – The benefit of authorizing the funding contribution to conduct the study is that Greenview may acquire an understanding of the changes in socio-economic growth and development that may result due to the construction of the new regional hospital.

**Disadvantages** – There are no perceived disadvantages to contributing funding for the Gap Analysis and Economic Impact Study for the new the new Grande Prairie Regional Hospital.

# COSTS / SOURCE OF FUNDING:

Funds for the Gap Analysis and Economic Impact Study in the amount of \$21,667.00 will come from the 2016 Contingency.

# ATTACHMENT(S):

- Gap Analysis and Economic Impact Study Funding Request Letter Grande Prairie Chamber of Commerce
- Economic Impact and Gap Analysis Proposal from Deloitte



 #127, Centre 2000
 P 780.532.5340

 11330-106 St.
 F 780.532.2926

 Grande Prairie, AB
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 www.grandeprain

P 780.532.5340 F 780.532.2926 E Info@gpchamber.com www.grandeprairiechamber.com

March 23, 2016

Mr. Dennis Mueller General Manager, Community Services Municipal District of Greenview Box 1079 Valleyview, AB T0H 3N0

Dear Dennis:

# RE: Gap Analysis and Economic Impact Study for new Grande Prairie Regional Hospital

As you are aware, the Grande Prairie and District Chamber of Commerce, along with several regional stakeholders including the MD of Greenview, have met to explore and discuss the need for a Gap Analysis and Economic Impact Study to assist the Grande Prairie Region in understanding and planning for changes in socio-economic growth and development due to the construction of a new regional hospital. The hospital is slated to open in 2019.

The group, now organized as the "Grande Prairie Chamber Regional Economic Development Group," includes the following stakeholders:

Grande Prairie & District Chamber of Commerce City of Grande Prairie Economic Development County of Grande Prairie Economic Development MD of Greenview Northern Alberta Development Council (NADC) Grande Prairie Regional College Grande Prairie Regional College Foundation Grande Prairie Regional Hospital Foundation

The Northern Alberta Development Council (NADC) is supporting the partial funding of and providing knowledge capacity for the project. The Grande Prairie & District Chamber of Commerce and the Grande Prairie Regional Hospital Foundation have also provided partial funding for the project.

# Background

- An economic impact and gap analysis is intended to assess and quantify the change in economic growth and development within the City, County and surrounding municipalities brought about by new investment in infrastructure and public health services in the region.
- A report on this analysis will provide local communities with information and insights to identify and prepare for economic opportunities, to improve public access to health care services, and to be aware of impacts to other social and community services.
- A 64,000 sq. m., \$736 million regional hospital and cancer centre is currently under construction in the City of Grande Prairie.

# **Connecting Business.**

# **Creating Opportunity.**



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- The hospital was planned to provide a wide range of health care services including surgery, cancer care, and emergency services and is expected to meet regional population needs to 2025. It will also serve as a health care training facility in partnership with the Grande Prairie Regional College.
- The regional hospital will be part of a network of cancer care treatment centres across the province. The hospital will serve northwestern Alberta residents and those in British Columbia and Northwest Territories.
- Not only will the regional hospital bring health care services to the area, but its presence is expected to increase local economic activity from new building construction, hospital operation, and increased per capita disposable income.

# Total Project Budget:

Unsecured	\$ 65,000.00
NADC Grant GP Chamber Hospital Foundation TOTAL Revenue	\$ 35,000.00 \$ 10,000.00 \$ 5,000.00 \$ 50,000.00
Consultant fees and project management Revenues:	\$115,000.00
Expenses:	

# **Request for Funding:**

The Grande Prairie & District Chamber of Commerce requests the City of Grande Prairie, County of Grande Prairie and MD of Greenview each fund one-third (\$21,667.00) of the unsecured portion of the budget. This funding would allow us to proceed with the project immediately.

Thank you for your consideration. Please contact me should you have any further questions.

Regards,

Dan Pearcy CEO, Grande Prairie & District Chamber of Commerce

# **Connecting Business.**

# **Creating Opportunity.**

# **Deloitte.**

Economic Impact and Gap Analysis Proposal to serve the Grande Prairie and District Chamber of Commerce

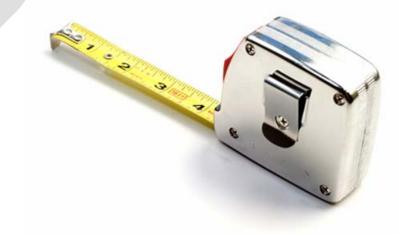
DRAFT March 22, 2016

**Company information** Deloitte Inc. 2000 Manulife Place 10180 – 101 Street Edmonton AB T5J 4E4

Tel: 780-421-3611 Fax: 780-421-3782

www.deloitte.ca

**Contact information** Jeremy Webster Telephone: (780) 421-3651



Our **client service principles** are the framework we use to deliver **client service excellence**.

We will:

- make and meet our commitments to you
- understand your business and what is important to you
- provide value and build trust through technical competence and consistent results
- demonstrate professionalism through effective interaction and communications
- provide a no surprises experience

We invite you to assess our performance against these principles through our Client Feedback process.

# Our approach to serving you

## **Our understanding**

The new 64,000 SF Grande Prairie Regional Hospital (the "Hospital") is currently under construction and is scheduled to open in 2019. In co-ordination with the existing QEII hospital, the two facilities will provide a range of services previously unavailable in the Grande Prairie region. The new hospital will include a state-of-the-art cancer centre with two radiation vaults that will serve Northern and North Western Alberta, North Eastern BC, and portions of the North West Territories.



Based on our understanding, the Grande Prairie and District Chamber of Commerce is currently seeking a study to inform the broad range of stakeholders involved with the Grande Prairie New Regional Hospital with respect to its economic value, potential areas of gaps and needs with respect to supportive amenities and resources, and key healthcare innovation opportunities.

# Scope

## **Economic Impact Analysis**

Economic impacts are generally defined as changes to an economy as a result of a development, undertaking or activity taking place. As such, economic impacts measure changes in the size and structure of a jurisdiction's economy when goods and services are purchased.

Through this proposed economic impact analysis, Deloitte will assist the Grande Prairie and District Chamber of Commerce in quantifying the economic impacts which the new Grande Prairie Regional Hospital will impart within the greater Grande Prairie region (and broader province), over the course of its annual operations. As a part of our engagement we will specifically measure the levels of direct and indirect impacts (with the option of also considering induced impacts) generated by the hospital in terms of spending, employment, income, and identify potential sources of tax revenue, on a net basis (whereby the difference between economic impacts associated with projected adjustments from redevelopment/expansion and existing operations are assessed). These types of impacts are further described below.

In completing this assessment, we will quantify the Grande Prairie Regional Hospital's impacts in the following areas:

- **Direct Economic Impacts**: refer to the total expenditures on goods and services, including wages and salaries, associated with the operations of the facility and related services.
- Indirect Economic Impacts: refer to the purchase of goods and services needed to then produce the goods and services that are directly purchased in support of the operation of the facility and related services. Indirect impacts therefore measure the magnitude of interactions with other businesses which supply the necessary materials and services, which lead to indirect demand for goods and services from other industries.
- **Induced Economic Impacts**: refer to the impact of personal expenditures by people who have been paid wages and salaries for the operations of the facility, and for the production of indirect goods and services.

We will then quantify the above impacts of the Hospital based on the following components:

- Spending Impact: the impacts resulting from the purchase of goods and services during Hospital operations;
- *Employment Impacts*: the increases in employment resulting from the purchase of goods and services during Hospital operations; and
- Income Impacts: the increases in personal income resulting from increases in employment.
- **Tax Impacts**: estimated provincial sales taxes associated with operational expenditure, income taxes associated with direct employment, and corporate and property taxes associated with Hospital related business activity.

In addition, this section will identify specific types of additional sources of economic impact related to patient and visitation spending, including activities such as retail, accommodations, and other services which generate economic activity.

#### **Gap Analysis**

A Gap Analysis will provide valuable insight to the Grande Prairie and District Chamber of Commerce and its local key stakeholders with respect to how local development and services measure relative to the nature and scale of such resources recommended for a facility such as the Grande Prairie Regional Hospital. Such an analysis would assess various types of supporting development and services that might be recommended for development or expansion, including but not limited to the following:

- Labour force;
- Transportation;
- Supporting medical services and facilities;
- Accommodations;
- Education and training support; and
- General retail and food and beverage services.

It should be noted that emergency services (e.g. policing, fire, social services, etc.) should be addressed by the local municipalities.

This analysis will consider a sample of ancillary development associated with other similar Hospitals in comparable Canadian regions. It will also consider the unique attributes of Grande Prairie Regional Hospital, such as its healthcare training and affiliations with the University of Alberta and Grande Prairie Regional College, and cancer treatment facility, with respect to the supportive services that might be also needed as a result of these activities.

# Our work plan

Deloitte, having vast experience in these areas, will complete the following tasks, to address requirements for both the Economic Impact Analysis and Gap Analysis in parallel:

#### 1. Conduct a project kick off and collect key documents

As a first step we would suggest that our team travel to Grande Prairie to meet face-to-face with your team in order to verify scope and discuss all relevant documentation and data available.

- Obtain from you detailed operations costs and forecasts for the Grande Prairie Regional Hospital. Such costs
  are expected to detail Hospital labour, capital expenditure, utility, supplies and materials, cost of goods sold,
  and other key areas of expenditure
- Obtain from you an understanding of current or planned future development within and surrounding the Grande Prairie Regional Hospital;
- Obtain from you updated Property descriptions, noting building components and area estimates. Additionally, we would appreciate receiving Property schematics and images that we could incorporate within our report (in .jpeg or .tiff format);
- Obtain from you information describing the market characteristics (primary and secondary market areas, etc.) the Property operates within;
- Obtain from you any original economic development goals that have may be associated with Hospital development and operations; and
- Review the above requested information for completeness and consistency with our economic impact model and gap analysis and seek clarification where necessary.

Key sources of supplemental data that will be reviewed and applied as appropriate are expected to include:

- Municipalities: Business and property tax data, municipal census data;
- Alberta Treasury Board and Finance: population projections, supplemental I-O multipliers;
- Alberta Municipal Affairs: additional municipal census data;
- City of Grande Prairie and County of Grande Prairie Economic Development offices: economic projections; and
- Local real estate board, local newspapers (e.g., for historical information about QEII hospital), government publications (e.g., Alberta Spatial Price Survey).

#### 2. Identify and engage with stakeholder groups

We understand that a project of this scope has a variety of stakeholders with different priorities and needs. In our experience it is best to involve stakeholder groups from the outset to determine their objectives and ensure that those objectives are taken into account. The final list of stakeholders should most likely include key representatives from:

- City of Grande Prairie;
- Grande Prairie Regional College;
- County of Grande Prairie No. 1;
- Grande Prairie and District Chamber of Commerce;
- Municipal District of Greenview;
- Grande Prairie Regional Hospital Foundation;
- Northern Alberta Development Council;
- Alberta Health Services;
- Peace Health Advisory Council;
- Grande Prairie Regional College; and
- Additional project partners.

While this stakeholder engagement is not anticipated to inform the Economic Impact Analysis, it will provide valuable input and validation to the Gap Analysis.

Our approach to engaging these stakeholders will include conducting 1-2 phone interviews with each organization, and obtaining additional relevant data from these groups as required.

#### 3. Identify opportunities for health care related innovation

In a new facility such as this, there are a number of unique service offerings, and opportunities exist to implement specialty health care related innovation (e.g. patient centred care model, college training, etc.), which also have the potential to increase the overall impact and value proposition of the facility. As part of Deloitte's value add, we propose to engage subject matter experts (internal and external) to provide high level insight on such potential opportunities for innovation, and describe how these opportunities potentially align with broader provincial health care delivery objectives.

#### 4. Prepare economic impact analysis

As part of our defined approach we will review all key documentation pertaining to the Hospital's annual operations, and supplement with additional assumptions as required. We will then develop our input-output economic impact model and complete our report to be in line with the objectives of the Chamber and other related stakeholders as identified above.

This model, which incorporates the most recently available Statistics Canada input-output multipliers at the most detailed industry level (capturing economic activity for 235 industries at the provincial level), measures the amount of exogenous industry output shock per dollar of expenditure.

IO models are generally used to simulate the economic impact on the business sector of an expenditure on a given basket of goods and services or the output of one of several industries, and are widely used across private and public sector agencies, as an appropriate tool to estimate potential economic benefits that flow from investment activities.

Key steps during this stage will include assembling all relevant data within the model (related to future redevelopment/expansion and existing operations), confirming key assumptions such as regional share of expenditure and labour in order to assess regional level economic impacts, identification of key IO Statistics Canada multipliers, and model execution and interpretation, for 2-3 sensitivity ranges.

This stage will also include preparing and finalizing our economic impact report for the Chamber. This report will comprise a high level PowerPoint or Word document and technical appendix, which will describe the Hospital in its current state and projected annual operations, and identify the direct and indirect (with the option of also considering induced) spending, employment, income and tax impacts associated with the Hospital's operations, on an annual basis.

#### 5. Prepare gap analysis

As part of our approach we will review all key documentation provided by the Chamber and stakeholder groups pertaining to any approved proposed or planned supplementary services that might be part of the Hospital's operations, or as part of any current or planned ancillary development surrounding the Hospital. In addition, we will survey a select number of other Canadian hospitals to provide further insight on the nature of services that can be expected to support such a Hospital. We will then develop our gap analysis and complete our report to be in line with the objectives of the Chamber and other related stakeholders as identified above.

This stage will also include preparing and finalizing our gap analysis report for the Chamber. This report will comprise a high level PowerPoint or Word document, which will describe the Hospital's supplementary services/development in its current and projected state, and identify key gaps and opportunities for additional services/development.

The following page identifies the overall project timeline associated with these key stages and tasks.

Work week starting	03/28	04/04	04/11	04/18	04/25	05/02	05/09	05/16	05/23	05/30
Project week	1	2	3	4	5	6	7	8	9	10
Project Kick/Off Initiation										
1.1 Initial meeting with Grande Prairie Regional Hospital team and project partners										
1.2 Confirm work plan and project plan										
1.3 Confirm data requirements										
Data Collection and Review and Stakeholder Identification										
2.1 Identify/collect all core Hospital data (e.g. operating expenditure, base employment, etc.)										
2.2 Identify/collect all relevant supplementary data										
2.3 Confirm key stakeholders and areas of potential input (e.g. healthcare innovation, economic impact, gap analysis)										
2.4 Initiate contact with key stakeholders and arrange 1-2 conference calls for further discussion										
Analysis										
Health care related innovation		-		_	-	-		-	-	
<ul> <li>3.1 Based on data review and stakeholder consultation, develop an understanding of healthcare innovation opportunities</li> <li>3.2 Review healthcare innovation opportunities</li> </ul>										
against broader provincial healthcare objectives										
Economic impact										
3.3 Develop I-O model framework and key assumptions										
3.4 Conduct economic impact analysis										
3.5 Output interpretation and sensitivity analysis										
Gap analysis		Г	1	1	I	I	I	I	I	
3.6 Based on data review and stakeholder consultation, develop a more detailed understanding of potential gaps										
3.7 Conduct gap analysis, identifying key areas of need in the region										
Draft and Final Reporting										
5.1 Prepare Draft Report for review by project team										
5.2 Obtain feedback from project team										
5.3 Finalize report, including technical appendix										
Project Status Updates	$\diamond$									

# Your client service team

#### Service team

Role

#### Engagement leader



Team member



#### Jeremy Webster

Bio

Jeremy Webster is a Partner in the Financial Advisory practice at Deloitte in Edmonton. He provides strategic, consulting, valuation and transaction services to our clients. He is the Alberta leader for Deloitte's Public Sector clients and has advised the City of Edmonton on a number of strategic initiatives, financial matters, investments and opportunities. He has also assisted many real estate and construction clients in Alberta, as well as technology companies based in Edmonton and across Canada. He has been advising clients for 25 years and is a Chartered Accountant, Chartered Business Valuator and Accredited Senior Appraiser of the American Society of Appraisers.

#### Anita Shinde

Anita is a Manager within Deloitte's Financial Advisory practice, focusing on Economics and Policy Advisory Services. With over twelve years of experience in advisory, project management, and economic analysis, Anita has led engagements for over 50 public, private, and non-profit sector clients across numerous industries, including healthcare, education, real estate, and infrastructure. In these projects, Anita has managed the critical analysis to inform policy and decision framework, identify, analyze and assess key economic and investment opportunities, position and market such opportunities, and ultimately assist clients in realizing their economic objectives. These projects have supported over \$5 billion in investment across Canada.

Anita holds a M.A. in Economics from the University of Ottawa, B.A. in Honors Economics from the University of Western Ontario and Stockholm School of Economics, Certificate in Real Property Assessment from the University of British Columbia, and Management Certification from Harvard Business School.

#### Subject matter expert



#### Gloria Kain

With 24 years of experience including 5 years of strategic planning with the government sector, 5 years of operations and business development with the academic sector, and 13 years of corporate planning and redevelopment experience in the hospital sector Gloria joined Deloitte at the start of 2015 within the health transformation team focusing on redevelopment in the health and long term care sectors. Gloria brings a wide range of experience in Project Management, Change Management, Strategy and Implementation. She has developed expertise in government relations and negotiations and stakeholder engagement. In light of her years of experience in hospital operations, capital development and most recently Private Public Partnership models, Gloria has developed an excellent understanding of hospital process,, operational impacts of capital development, financing models and the general constraints and opportunities associated with implementing significant capital change. Since joining the Deloitte team Gloria has participated in consulting engagements supporting functional program development, program visioning, work flow analysis, Ministry capital submissions and long term care capital options assessment.

# **Proposed fees**

The following table indicates the fee structure for the engagement. Based on our current understanding of the project scope and its requirement for our professional resources, we propose an estimated time and materials of \$45,000 for professional fees for the Economic Impact Analysis, and \$45,000 for the Gap Analysis, exclusive of taxes and out of pocket expenses. However, if there is a change in scope, Grande Prairie and District Chamber of Commerce will be notified immediately.

Please note that should your need of Deloitte resources change over time, our total project fee will be adjusted accordingly. Our project liaisons will confer with your appointed project sponsor prior to implementing any significant change in the scope of work.

# **Estimated effort**

Deloitte and the Grande Prairie and District Chamber of Commerce will finalize the scope and effort requirements during the planning phase of the engagement. For budgetary purposes, Deloitte provides the following estimated range of the effort and expenditure required driven by the requirements finalized during the planning phase.

Project Phase	Estimated Total
Economic Impact Analysis	\$45,000
Gap Analysis	\$45,000
Total	\$90,000

In addition, out of pocket expenses for this assignment are estimated within an upset limit of \$10,000. These expenses would include travel, accommodation, and administration related items.

# About Deloitte

# **Corporate Profile**

Our client service objective is to be more than just your service provider; our vision is to be your most sought after business advisor. In 2010, Deloitte became the single largest professional services organization in the world. Deloitte is also the largest firm in Canada with more than 8,000 people in 56 offices providing audit, tax, consulting and financial advisory services. This gives our clients even greater access to global resources as required, and enables us to make larger investments in new markets and innovation to your benefit.

In addition, programs in Canada like our 50 Best Managed Companies and Fast 50 Programs expand our reach and connection to the brightest and best minds in the business world. The firm is dedicated to helping its clients and its people excel. Our professionals have been developing effective business solutions and innovative performance improvements for Canadian and international organizations for more than 150 years.

Forrester Research declared that "Deloitte's vision of becoming the client's trusted partner, coupled with its extensive list of services and technical and business experience separates it from the rest of the pack. Client references pointed to flexibility, project management, and quality of relationships as areas of strength. Deloitte also attracts a more mature client base and excels in solving complex problems while consistently producing high-quality deliverables for its clients."

Our Edmonton office currently has 200 professional staff, and out of our Edmonton office we serve clients in Northern Alberta, North Eastern BC, the North West Territories and Yukon Territory. We work with many public sector clients in Northern Alberta including: municipalities, the Province of Alberta, Alberta Health Services, aboriginal clients, private businesses and divisions of larger companies.

# Sample Project Experience

Deloitte, and our project team in particular brings a wealth of experience across financial and economic impact assessment, healthcare consulting and infrastructure advisory. A sample of this experience is highlighted below:

# **Rural Healthcare Experience**

- Government of Northwest Territories, Integrated Service Assessments and Business Case Reviewed 65 service areas to determine best candidates for alternative service delivery and business case, including 8 Health and Social Service Authorities in this northern jurisdiction.
- Saskatchewan Ministry of Health, Corporate and Administrative Provincial Review Reviewed corporate and administrative areas to determine performance per cost allocation and assessment of alternative models for service delivery across 12 Regional Health Authorities, 1 Provincial Agency, and 1 Health District. Majority of this review included rural and northern areas of province.

- Alberta Health & Wellness, Province Wide Resource Optimization, Efficiency and Effectiveness Review Completed a Province wide review of Regional Health Authorities to determine efficiency, effective and resource reallocation opportunities, with 7 reviews encompassing significant rural and northern areas of the province.
- Alberta Health & Wellness, Provincial Renal Program Review Completed a Review of the two provincial renal care programs (Northern Alberta Renal Program – NARP and Southern Alberta Renal Program – SARP) to determine service improvement opportunities. This review included significant rural delivery component within the NARP and SARP programs.

#### Additional Economic Impact and Market Analysis Healthcare Experience

- Vaughan Health Campus of Care Provided a business case and economic impact assessment of various ancillary development surrounding the future hospital located in the City of Vaughan.
- **City of Burlington and McMaster University** Completed an economic and social impact study associated with the establishment of a family medicine health centre in Burlington, Ontario and the establishment of Joseph Brant Memorial Hospital as an affiliated teaching hospital.
- Molecular imaging probe developer and operator Measured the economic, health and social impacts of key
  Hamilton based services, focused on progressing molecular imaging from laboratories through to patient care, in order
  to facilitate broader market access. Key quantitative impacts examined via economic impact modelling included
  economic output, employment, income, and taxes, while qualitative impacts included health impacts, through early
  detection of disease and treatment, and resulting cost savings to healthcare systems.
- Hospital for Sick Children Completed a commercial services strategic plan for the retail aspects of Hospital
  operations, in order to maximize and achieve organizational goals. Key activities included conducting primary and
  secondary research to identify emerging trends in hospital medical services / retail, reviewing mix of existing products
  and services offerings and identifying areas of gaps and improvement, providing an assessment of potential medical
  retail opportunities given future renovation plans, and performing analysis of possible scenarios.
- Halton Health Services Completed a retail assessment and market study in order to identify suitable options for developing ancillary facilities and services surrounding a new hospital in the western Halton region. Assessment included a review of market studies and data regarding local economy and population, current and predicted retail spending activity, existing and planned retail space in the market, and other ancillary use examples.
- Trillium Health Partners Assisted our client in understanding the scale of need and demand for aging focused services and assisted / independent / long-term care space, through the evaluation of local / regional demographic trends, and capture and vacancy rates of senior / aging facilities in the GTA west area.
- **Niagara Health Services** Provided a range of market analysis to assist in identifying potential land use options that could be integrated within Niagara Health System's operations and overall vision.

#### **Additional Regional Financial Advisory Services**

- Alberta Rural Health System Viability review which included The QE Hospital prior to Alberta Health Services, and completed similar work across Canada for numerous rural health facilities.
- Aquaterra Provided financial modelling, business planning, working capital management and other advisory.
- Many Rural Alberta hospitals such as Killam, Galahad, and others Provided various accounting and advisory services

- Regional Municipality of Wood Buffalo (Fort McMurray, Alberta) Provide various financial advisory services.
- La Crete Sawmill Provided valuation of this business on multiple occasions, located in remote North Central Alberta.
- **Grande Prairie based security business** Valued the company for purposes of assisting a buyer of the business and supporting them in negotiations.
- **Manning Diversified Forest Products** Provided business valuation of this company on a multiple occasions, located in Manning, in the North West of Alberta.
- Aboriginal Business Investment Fund Provided a review of program applications by Aboriginal groups from across rural Alberta.
- **Galaxy Oilfield Services** Advised the company on accounting, valuation and taxation until it was sold to a large US buyer, prior to which is was located in Cold Lake, Alberta.
- Alpac Provide accounting, advisory, valuation, taxation and other services to this pulp mill business, located in Athabasca, Alberta.
- **Canadian Reindeer** Provided valuation and business strategy advisory to the Government of the North West Territories out of Inuvik, NWT.
- Northern Cable Assisted in the acquisition of this NWT cable company by a much larger Canadian cable company.
- NorthWesTel Provided accounting, taxation and advisory services to this telecommunications company based in Whitehorse, YT.

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# **REQUEST FOR DECISION**

SUBJECT:Grande Prairie Public Library AgreementSUBMISSION TO:REGULAR COUNCIL MEETINGMEETING DATE:April 26, 2016DEPARTMENT:COMMUNITY SERVICESFILE NO./LEGAL:N/ASTRATEGIC PLAN:

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

# RELEVANT LEGISLATION:

**Provincial** (cite) – N/A

Council Bylaw / Policy (cite) - N/A

# **RECOMMENDED ACTION:**

MOTION: That Council authorize Administration to enter into the Joint Operational Agreement between Greenview and the Grande Prairie Public Library Board for the 2016 – 2018 calendar years, with funds to come from the Community Service Budget.

# BACKGROUND / PROPOSAL:

The three year Joint Operational Agreement between the Grande Prairie Public Library Board and Greenview to provide and support library services for Greenview residents expired on December 31, 2015. Administration is recommending that Greenview enters into an agreement with the Grande Prairie Public Library Board for another three year term, 2016 – 2018 inclusive with the terms as per Greenview's Draft:

The following main points will be included in the agreement:

- 1. The calculation of the funding amount for residents from Greenview using the Grande Prairie Public Library as their service point will be based on an annual increase of 3% above the 2015 transfer payment amount of \$33,777.00.
- An annual book allotment payment (currently \$2.75) based on the Greenview service area population, shall be made to the Peace Library System to be allocated to the Grande Prairie Public Library: \$2.75 x 1,106 (Greenview residents located south of the Wapiti River that would seek library services at the Grande Prairie Library) = \$3,041.50.
- 3. Greenview will have a representative appointed from their Council to serve on the Grande Prairie Library Board (Currently, Roxie Rutt is appointed to this board).
- 4. The agreement may be terminated on the 31<sup>st</sup> day of December in any year by either party giving notice to the other Party in writing on or before June 30<sup>th</sup> of that year.

Greenview Administration has included additional terms in the Joint Operational Agreement between the Grande Prairie Library Board and recommend they become standard clauses in Agreements pertaining to funding:

- 1) Greenview's funding contribution must be publicly recognized and advertised, as per negotiation with Greenview.
- 2) The Grande Prairie Library Board shall be solely responsible for the operation and maintenance of the library and agrees to indemnify and save harmless Greenview from all claims, damages, costs, losses, expense and actions caused by, or arising out of, the operation and maintenance.
- 3) This Agreement shall automatically terminate if, in the sole opinion of Greenview, Greenview is subjected to a significant financial restructuring from a change in provincial government policy, regulations or laws.

# OPTIONS – BENEFITS / DISADVANTAGES:

**Options** – Council has the option to approve, alter or deny the renewal of the Joint Operational Agreement between Greenview and the Grande Prairie Public Library Board for the 2016 – 2018 terms, inclusive.

**Benefits** – The benefit of renewing the Joint Operational Agreement between Greenview and the Grande Prairie Public Library Board for the 2016 – 2018 calendar year terms is to make available library services to residents of Greenview.

**Disadvantages** – There are no perceived disadvantages to renewing the Joint Operational Agreement between Greenview and the Grande Prairie Public Library Board for the 2016 – 2018 calendar year terms, inclusive.

# COSTS / SOURCE OF FUNDING:

The funds required for this Joint Operational Agreement between Greenview and the Grande Prairie Public Library Board will come from the Community Service Budget.

# ATTACHMENT(S):

• Greenview's Draft – GP Joint Operational Agreement 2016 - 2018

# JOINT OPERATIONAL AGREEMENT MEMORANDUM OF AN OPERATIONAL AGREEMENT MADE THIS\_\_DAY

OF \_\_\_\_\_, 2016

BETWEEN

# The Municipal District of Greenview No. 16 Of the first part

-and-

# The Grande Prairie Public Library Board Of the second part

WHEREAS the Council of the Municipal District of Greenview No. 16 has undertaken to provide and support Library services for their residents, and

WHEREAS, the Council of the City of Grande Prairie has duly constituted a Municipal Library Board, tasked with managing a Library located in Grande Prairie, Alberta, and

WHEREAS it is deemed expedient and proper by Parties concerned that such an agreement be entered into.

WHEREAS the Parties to the Agreement desire to participate in the Peace Library System and make available Library services to residents of the Municipal District of Greenview No. 16.

WHEREAS the Parties to the Agreement desire to employ a cooperative approach for the provision of comprehensive and efficient library services as per Section 7(1) of the Library Act.

- 1) The Municipal District of Greenview No. 16 shall contribute to the financing of the City of Grande Prairie Library Board as follows:
  - a. A contribution based on a set percentage increase in funding each year by the Municipal District of Greenview No. 16 as per Schedule "A".
- 2) An annual contribution shall be made to the Peace Library Board on behalf of the residents of the Municipal District of Greenview No. 16 as set forth in schedule "A".
- 3) The annual transfer payment to the Grande Prairie Library shall be made in the first quarter of the calendar year.
- 4) Greenview's funding contribution must be publicly recognized and advertised, as per negotiation with Greenview.
- 5) The Municipal District of Greenview No. 16 will have a representative appointed from their Council to serve on the Grande Prairie Library Board.
- 6) The Grande Prairie Library Board shall be solely responsible for the operation and maintenance of the library and agrees to indemnify and save harmless Greenview from all claims, damages, costs, losses, expense and actions caused by, or arising out of, the operation and maintenance.
- 7) This Agreement shall take effect from January 1, 2016 and will expire December 31, 2018.

- 8) The terms, provisions and representations contained in this agreement shall survive and shall continue in full force and effect until such time as:
  - a. The Agreement expires as per Article 6 OR
  - b. The Agreement is earlier terminated on the 31<sup>st</sup> day of December in any year by either Party giving notice to the other Party in writing on or before June 30<sup>th</sup> of that year OR
  - c. This Agreement shall automatically terminate if, in the sole opinion of Greenview, Greenview is subjected to a significant financial restructuring from a change in provincial government policy, regulations or laws.

Grande Prairie Library Board- Chairperson

Grande Prairie Library Director

M.D. of Greenview No. 16 – Reeve

M.D. of Greenview No. 16 - CAO

Date

Date

Date

Date

# JOINT OPERATIONAL AGREEMENT MEMORANDUM OF AN OPERATIONAL AGREEMENT MADE THIS\_\_DAY

OF \_\_\_\_\_, 2016

Schedule "A" 2016

## Service Area:

The MD of Greenview No. 16 residents located south of the Wapiti River that would logically seek library services at the Grande Prairie Public Library.

### Service Area Population: Currently 1,106

(To be based on the most recent census information used by the MD of Greenview No. 16.)

### Funding model:

The calculation of the funding amount for residents from the MD of Greenview No. 16 using the Grande Prairie Public Library as their service point will be based on an annual increase of 3%.

Funding includes Library operating costs, building maintenance and depreciation. The funding does not include any fees paid to or owed to Peace Library System.

Transfer payments:	\$33,777 (2015)
	\$34,790 (2016; 3% increase)

### **Book Allocation:**

An annual book allotment payment (currently \$2.75) based on the service area population shall be made to the Peace Library System to be allocated to the Grande Prairie Public Library: \$2.75 x 1,106 = \$3,041.50



# **REQUEST FOR DECISION**

SUBJECT:Town of Fox Creek – Proposed AnnexationSUBMISSION TO:REGULAR COUNCIL MEETINGMEETING DATE:April 26, 2016DEPARTMENT:CAO SERVICESFILE NO./LEGAL:File Number,Legal or N/A.STRATEGIC PLAN:

REVIEWED AND APPROVED FOR SUBMISSION CAO: MH MANAGER: INT GM: INT PRESENTER: MH LEGAL/ POLICY REVIEW: INT FINANCIAL REVIEW:

# RELEVANT LEGISLATION:

Provincial (cite) – NA

**Council Bylaw / Policy** (cite) – 1. Community Development Agreement 2. Greenview – Fox Creek Intermunicipal Development Plan

# **RECOMMENDED ACTION:**

MOTION: That Council endorse the proposed annexation of four quarter sections as outlined in the April 20<sup>th</sup> letter from the Town of Fox Creek and direct Administration to provide written confirmation of said endorsement to the Town of Fox Creek.

# BACKGROUND / PROPOSAL:

At the Regular Council Meeting of April 12<sup>th</sup> Council tabled this item until a corrected letter – fully outlining all of the quarter sections of the proposed annexation – was received from the Town of Fox Creek. A corrected letter was received on April 20<sup>th</sup> and is attached.

The letter expresses the Town's request for Greenview's endorsement for annexation of four quarter sections by the Town. The letter also contains a map of the proposed annexation and surrounding areas.

The four quarter sections are adjacent to their current boundary. All four quarters are along the Trilogy (North) road. The lands are located within the area of the Intermunicipal Development Plan (IDP). While the lands are not identified for future industrial expansion, they are a logical location for such development.

The lands in question have been purchased by the Town and the Town is currently awaiting Title. That the Town was purchasing the lands has been previously communicated to Greenview Administration and Council on several occasions. It is not believed that the Town is looking at annexing any additional lands in the foreseeable future.

Sections 8 and 9 of the Community Development Initiative Agreement are also relevant:

- *"8. During the term of this agreement it is agreed that annexation or dissolution shall not be pursued by the Towns unless there is mutual agreement of the Municipal District and the Town or Towns in question.*
- 9. In the event that any of the Towns applies to the Province of Alberta for any annexation or dissolution without first obtaining the expressed written consent of the Municipal District, the agreement to provide funding to that municipality will be immediately terminated and the Town in question shall return any funding received during the current year and fifty (50%) of the previous year's funding to the Municipal District within 30 days of such an action. The amounts owed by the Town in question to the Municipal District are a debt owed to the Municipal District."

Administration has no concerns with the proposed annexation. The area encompasses a small land base and is within the existing IDP. While the Town has developable property within its current limits, this is largely suited for residential and commercial development given its location. The proposed annexation area is along a road primarily utilized by industry and would be suitable for industrial development.

**OPTIONS – BENEFITS / DISADVANTAGES:** 

**Options** – Council may endorse the recommendation or choose to deny the request from Fox Creek.

**Benefits** – Administration believes that the request is small and reasonable, yet large enough to help the Town of Fox Creek develop a larger industrial tax base which will help the Town's overall sustainability, with little to no impact on Greenview.

**Disadvantages** – Following the recommendation may encourage additional requests. Administration does not believe this to be a large factor as any future requests can be judged on their own merit free of precedence.

# COSTS / SOURCE OF FUNDING:

There are no monetary costs associated with this decision.

# ATTACHMENT(S):

• Letter of April 20<sup>th</sup> from the Town of Fox Creek



Town of Fox Creek 102 Kaybob Drive, P.O. Box 149 Fox Creek, AB TOH 1PO

April 20, 2016

**Municipal District of Greenview** Box 1079; Valleyview, AB, TOH 3NO Attention: Mike Haugen

# Letter of Intent Re: Annexation E3 62-19-5 and W34 62-19-5

Please be advised that the Town of Fox Creek passed Motion 121-16 that directs Administration to carry forth the annexation process for the Town's purchased lands, E3 62-19-5 and W34 62-19-5 within the Municipal District (M.D.) of Greenview No. 16 jurisdiction.

According to the Community Development Initiative Agreement, the Town of Fox Creek would like to formally request M.D. of Greenview No. 16's consent to the annexation as per Sections 8 and 9:

8. During the term of this agreement it is agreed that annexation or dissolution shall not be pursued by the Towns unless there is mutual agreement of the Municipal District and the Town or Towns in question. 9. In the event that any of the Towns applies to the Province of Alberta for any annexation or dissolution without first obtaining the expressed written consent of the Municipal District, the agreement to provide funding to that municipality will be immediately terminated and the Town in question shall return any funding received during the current year and fifty (50%) of the previous year's funding to the Municipal District within 30 days of such an action. The amount owed by the Town in question to the Municipal District are a debt owed to the Municipal District.

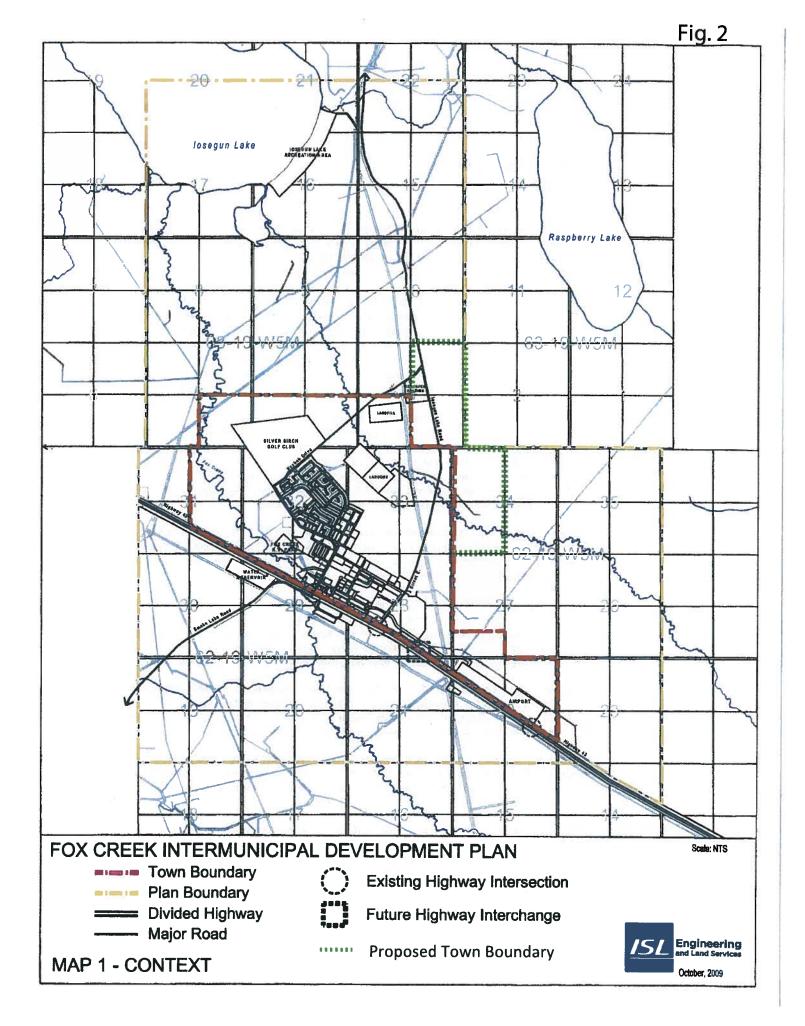
Also attached, is an outline map showing the areas of annexation requested by the Town of Fox Creek.

Should M.D. of Greenview require additional information or have further questions please contact me at your earlist convenience.

Respertfully, Roy/Dell CAØ of Town of Fox Creek Encl:

102 Kaybob Dr. Box 149, Fox Creek, AB T0H 1P0 (P) 780 622-3896 (F) 780 622-4247 (E) admin@foxcreek.ca

"A Playground of Opportunity"





# **REQUEST FOR DECISION**

SUBJECT:	Alberta Rural Municipal Administrators Association – Conference Sponsorship				
SUBMISSION TO:	REGULAR COUNCIL MEETING	REVIE	NED A	ND APPROVED FOR SUBMI	SSION
MEETING DATE:	April 26, 2016	CAO:	MH	MANAGER:	INT
DEPARTMENT:	CAO SERVICES	GM:	INT	PRESENTER:	INT
FILE NO./LEGAL:	File Number,Legal or N/A.			LEGAL/ POLICY REVIEW:	INT
STRATEGIC PLAN:				FINANCIAL REVIEW:	

# **RELEVANT LEGISLATION:**

Provincial (cite) - NA

# Council Bylaw / Policy (cite) - NA

# **RECOMMENDED ACTION:**

MOTION: That Council approve a \$2500.00 sponsorship for the Alberta Rural Municipal Administrators Association 2016 Conference with funding to come from the Community Services Miscellaneous Grants Budget.

# BACKGROUND / PROPOSAL:

The Alberta Rural Municipal Administrators Association (ARMAA) is a group comprised of rural municipal CAOs in Alberta. ARMAA hosts a conference once per year and rotates the location of the conference throughout the Province. In the past two years Wetaskiwin and Drumheller have hosted. In 2016 the Conference is being held in Grande Prairie.

The Conference is well attended by rural administrators, Municipal Affairs Staff, and sometimes individuals such as the Deputy Minister of Municipal Affairs. The Conference allows an opportunity for networking and professional development. Additionally, information is often shared from groups such as law firms and Municipal Affairs.

Greenview provides funding to other organizations and conferences that Greenview Staff and/or Council attend. Staff suggests that sponsorship of this event would be in line with that practice. Should Council choose to sponsor the event, any amount may be chosen. At the time of writing, sponsors include:

Northern Sunrise County	\$2500.00	(Lunch Sponsorship)
County of Grande Prairie	\$2500.00	(Breakfast Sponsorship)
M.D. of Spirit River	\$750.00	(Coffee Break Sponsorship)
M.D. of Fairview	\$750.00	(Coffee Break Sponsorship)
McKenzie County	\$500.00	(General Sponsorship)
M.D. of Willow Creek	\$500.00	(General Sponsorship)
M.D. of Smoky River	\$500.00	(General Sponsorship)
M.D. of Northern Lights	\$500.00	(General Sponsorship)

M.D. of Peace	\$500.00	(General Sponsorship)
Clear Hills County	\$800.00	
Saddle Hills County	\$4450.00	

Staff is suggesting an amount of \$2500.00 that would match the sponsorships provided by each of Northern Sunrise County and the County of Grande Prairie. Contributions received will be advertised on sponsorship signs posted at the Conference, as well as in our Conference Agenda paperwork, and on the ARMAA Website.

The request was received some time ago and Staff is bringing this forward now as a sponsorship package has only recently been established and put in place, as outlined by the donation amounts above.

Funding could be taken from the Community Services Miscellaneous Grants Budget which has a balance of \$193,653.29.

**OPTIONS – BENEFITS / DISADVANTAGES:** 

**Options** – Council may opt to support the recommendation or in another amount of Council's choosing. Council may also opt to not provide sponsorship to the Conference.

**Benefits** – Sponsorship allows the conference to take place with is of benefit to Greenview and the rural municipalities of Alberta.

**Disadvantages** – Funding granted to the ARMAA conference will not be available for sponsorship or grants to other groups.

COSTS / SOURCE OF FUNDING:

Funding could be taken from the Community Services Miscellaneous Grants Budget which has a balance of \$193,653.29.

# ATTACHMENT(S):

• ARMAA Sponsorship Letter





January 14, 2016

Municipal District of Greenview Box 1079 Valleyview AB TOH 1L0 OF GREENVIEW No. 16 RECEIVED FEB - 5 2016

VALLEYVIEW

ATTENTION: MIKE HAUGEN, CAO

Dear Mike:

On an annual basis the Alberta Rural Municipal Administrator's Association (ARMAA) holds their conference in various Zones across the province. This year we will be holding our event in Grande Prairie, September 7<sup>th</sup> to 9<sup>th</sup>. In this regard we would respectfully request a financial contribution from your municipality to assist in the costs of hosting a successful event.

Our Conference has representatives from across the province as well as fraternal delegates from other provinces. The goal of our conference is to mutually assist each other in standardizing the work, methods, and solving questions arising from the Administration of the various Acts and Statutes now in force or which may be enacted.

We have always had excellent representation from Municipal Affairs, which allows our delegates to interact and ask questions of senior staff and Deputy Ministers. Representatives from Reynolds, Mirth, Richards & Farmer and Brownlee LLP provide our delegates with presentations that are relevant to ongoing and new issues which affect the operations of our municipalities on a daily basis.

Your contribution can be sent directly to ARMAA at the noted address. We thank you for your consideration.

in Thome

Peter Thomas Director, Zone 4

BOX 272 EAGLESHAM AB TOH 1HO

Alberta Rural Municipal Administrators Association