

# REGULAR COUNCIL MEETING AGENDA

Tues	day, May 10, 2016	9:00 AM Council Char Administration Bu	
#1	CALL TO ORDER		
#2	ADOPTION OF AGENDA		1
#3	MINUTES	<ol> <li>Regular Council Meeting minutes held April 26, 2016 – to be adopted.</li> </ol>	3
		3.2 Business Arising from the Minutes	
#4	PUBLIC HEARING		
#5	DELEGATION		
#6	BYLAWS	6.1 Bylaw 16-763 Re-designate from Agriculture (A) District to Industrial (I) District	10
		6.2 Bylaw 16-764 2016 Borrowing Bylaw	26
#7	OLD BUSINESS		
#8	NEW BUSINESS	8.1 Greenview Recreation Master Plan	30
		8.2 Fox Creek Recreation Agreement	32
		8.3 Grande Cache Recreation Agreement	38
		8.4 Kakwa & Southview Recreation Areas	44
		8.5 Sunset House Cemetery Committee – Columbarium Request	47

		8.6 ATB – Greenview Operating Credit Limit		
		8.7 Fox Creek Area Development Study		
		8.8 Ratzlaff Development Permit – Request to Waive		
		8.9 CAO / Managers' Report		
#9	COUNCILLORS BUSINESS & REPORTS			
#10	CORRESPONDENCE	<ul> <li>Grande Cache Seniors Mini Bus – Thank You</li> <li>Musreau Lake North No. 2 Meter Station</li> <li>Plains Midstream Canada Annual Report</li> <li>Questfire Energy Corp. 2016 Municipal Property Taxes</li> <li>Grande Prairie Regional Hospital Foundation</li> <li>8<sup>th</sup> Annual Mackenzie Regional Charity Golf Tournament</li> <li>Gold Creek South Receipt Meter Station</li> <li>Presentation Fire Services Exemplary Service Medal</li> <li>Commencement Ceremony – Hillside High School</li> <li>Linear Property Assessment – Municipal Affairs Response</li> <li>NOVA Gas Transmission Ltd. Project Update</li> <li>2016 Leaders of Tomorrow Awards &amp; Annual Volunteer Luncheon</li> </ul>		
#11	IN CAMERA	11.1 Intergovernmental Relations (FOIPP; Section 21(1))		
		11.2 Intergovernmental Relations (FOIPP; Section 21(1))		
		11.2 Disclosure Harmful to Economic and Other Interests of a Public Body (FOIPP; Section 25(1))		

#12 ADJOURNMENT

#### Minutes of a

#### **REGULAR COUNCIL MEETING MUNICIPAL DISTRICT OF GREENVIEW NO. 16**

M.D. Administration Building,

Valleyview, Alberta, on Tuesday, April 26, 2016

# 1: CALL TO ORDER

Reeve Dale Gervais called the meeting to order at 9:00 a.m.

**PRESENT** Reeve

> **Deputy Reeve** Tom Burton

> Councillors George Delorme Roxie Rutt

Bill Smith Dale Smith Les Urness

**Dennis Mueller** 

Dale Gervais

ATTENDING **Acting Chief Administrative Officer** 

> General Manager, Infrastructure & Planning **Grant Gyurkovits Communications Officer Diane Carter**

> **Recording Secretary** Lianne Kruger

ABSENT Councillor Dave Hay

> Chief Administrative Officer Mike Haugen General Manager, Corporate Services Rosemary Offrey

#2: MOTION: 16.04.148. Moved by: COUNCILLOR ROXIE RUTT

AGENDA

That the April 26, 2016 agenda as presented.

**CARRIED** 

#3.1 MOTION: 16.04.149. Moved by: DEPUTY REEVE TOM BURTON REGULAR COUNCIL

That the Minutes of the Regular Council Meeting held on Tuesday, April 12, **MEETING MINUTES** 

2016 be adopted as presented.

**CARRIED** 

#3.2

**BUSINESS ARISING** FROM MINUTES

**3.2 BUSINESS ARISING FROM MINUTES:** 

4.0 PUBLIC HEARINGS **PUBLIC HEARINGS** 

There were no Public Hearings heard

Page 2

#6 BYLAWS

6.0 BYLAWS

**BYLAW 16-761 TAX RATE BYLAW** 

BYLAW 16-761 SECOND READING MOTION: 16.04.150. Moved by: DEPUTY REEVE TOM BURTON

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

presented.

DEFEATED

MOTION: 16.04.151. Moved by: COUNCILLOR BILL SMITH

That Council direct Administration to set the 2016 Industrial Mill Rate at 7.828.

Councillor Bill Smith requested a recorded vote.

For: Reeve Dale Gervais, Councillor Les Urness, Councillor Dale Smith and

Councillor Roxie Rutt.

Opposed: Councillor Bill Smith, Deputy Reeve Tom Burton and Councillor

George Delorme.

**CARRIED** 

BYLAW 16-761 THIRD READING

MOTION: 16.04.152. Moved by: DEPUTY REEVE TOM BURTON

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

amended.

**CARRIED** 

Reeve Dale Gervais recessed the meeting at 9:54 a.m. Reeve Dale Gervais reconvened the meeting at 10:02 a.m.

#5 DELEGATIONS

**5.0 DELEGATIONS** 

#### 5.1 2015 CRIME STATISTICS – STAFF SERGEANT CAROLIN RESPET

Staff Sergeant Carolin Respet from the Valleyview Detachment and Sergeant Warren Wright from the Fox Creek Detachment updated Council on the 2015 Crime Statistics which was provided by the K Division's Strategic Analysis and Research Unit.

2015 CRIME STATISTICS

MOTION: 16.04.153. Moved by: DEPUTY REEVE TOM BURTON

That Council accept the 2015 Crime Statistic Report from Staff Sergeant Carolin

Respet and Sergeant Warren Wright as information.

Page 3

#7
OLD BUSINESS

7.0 OLD BUSINESS

There was no Old Business to report.

#8

NEW BUSINESS

8.0 NEW BUSINESS

8.1 TWP. 672 CONNECTOR ROAD

TWP 672 CONNECTOR RD

MOTION: 16.04.154. Moved by: COUNCILLOR ROXIE RUTT

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.

CARRIED

April 26, 2016

8.2 TAX ARREARS & PENALTIES

TAX ARREARS & PENALTIES

MOTION: 16.04.155. Moved by: REEVE DALE GERVAIS

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

CARRIED

8.3 AGRICULTURE APPEALS COMMITTEE

AGRICULTURE APPEALS COMMITTEE

MOTION: 16.04.156. Moved by: COUNCILLOR DALE SMITH

That Council approve Mr. Clarence Lindblom to sit on the Agriculture Appeal

Committee.

CARRIED

**8.4 FOX CREEK FIRE HALL AGREEMENT** 

FOX CREEK FIRE HALL AGREEMENT

MOTION: 16.04.157. Moved by: DEPUTY REEVE TOM BURTON

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.

CARRIED

8.5 FOX CREEK MULTIPLEX FACILITY AGREEMENT

FOX CREEK MULTIPLEX FACILITY AGREEMENT MOTION: 16.03.158. Moved by: DEPUTY REEVE TOM BURTON

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.

## 8.6 GAP ANALYSIS AND ECONOMIC IMPACT STUDY FOR NEW GRANDE PRAIRIE REGIONAL HOSPITAL

GAP ANALYSIS & ECONOMIC IMPACT STUDY – GP HOSPITAL

MOTION: 16.04.159. Moved by: COUNCILLOR ROXIE RUTT

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.

CARRIED

TRANSFER FROM CONTINGENCY TO ECONOMIC DEV. BUDGET MOTION: 16.04.160. Moved by: COUNCILLOR LES URNESS

That Council authorize Administration to transfer \$21,667.00 from the 2016

Contingency to the 2016 Economic Development Budget.

**CARRIED** 

#### 8.7 GRANDE PRAIRIE PUBLIC LIBRARY AGREEMENT

GP PUBLIC LIBRARY
AGREEMENT

MOTION: 16.04.161. Moved by: COUNCILLOR ROXIE RUTT

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.

CARRIED

#### 8.8 TOWN OF FOX CREEK - PROPOSED ANNEXATION

TOWN OF FOX CREEK PROPOSED ANNEXATION

MOTION: 16.04.162. Moved by: COUNCILLOR LES URNESS

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.

TABLED MOTION

MOTION: 16.04.163. Moved by: DEPUTY REEVE TOM BURTON

That Council table motion 16.04.162. until the legal land description can be

verified.

## 8.9 ALBERTA RURAL MUNICIPAL ADMINISTRATORS ASSOCIATION – CONFERENCE SPONSORSHIP

ARMAA – CONFERENCE SPONSORSHIP MOTION: 16.04.164. Moved by: COUNCILLOR BILL SMITH

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.

**CARRIED** 

Reeve Dale Gervais recessed the meeting at 11:44 a.m. Reeve Dale Gervais recessed the meeting at 12:58 p.m.

TABLED MOTION LIFTED

MOTION: 16.04.162. Moved by: COUNCILLOR LES URNESS

That Council endorse the proposed annexation of four quarter sections, E1/2 3-63-19 W5M and W1/2 34-62-19 W5M as requested from the Town of Fox Creek and direct Administration to provide written confirmation of said endorsement to the Town of Fox Creek.

**CARRIED** 

#9
COUNCILLORS
BUSINESS &
REPORTS

#### 9.1 COUNCILLORS' BUSINESS & REPORTS

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

#### **COUNCILLOR GEORGE DELORME**

Attended the Municipal Planning Commission Meeting
Attended the Municipal Development Plan Review
Attended the Joint Council Meeting with the City of Grande Prairie

#### **COUNCILLOR LES URNESS**

Attended the Municipal Planning Commission Meeting
Attended the Municipal Development Plan Review
Attended the Committee of the Whole Meeting
Attended the Joint Council Meeting with the City of Grande Prairie
Attended the Greenview Regional Waste Management Commission Meeting

#### **COUNCILLOR BILL SMITH**

Attended the Municipal Planning Commission Meeting Attended the Municipal Development Plan Review Attended a Rural Crime Watch Meeting Attended the Community Futures Meeting Attended the Committee of the Whole Meeting Attended the Joint Council Meeting with the City of Grande Prairie Attended the Grande Tourism Annual General Meeting

#### **COUNCILLOR ROXIE RUTT**

Attended the Grande Prairie Public Library Meeting

Attended the Municipal Planning Commission Meeting

Attended the Municipal Development Review

Attended the Valleyview Volunteer Appreciation Dinner

Attended the Sexual Assault Response Workshop

Attended the Committee of the Whole

Attended the FCSS Meeting

Attended the Grande Spirit Foundation Meeting

Attended the Grande Prairie Library Human Resources Meeting

Attended the Joint Council Meeting with the City of Grande Prairie

#### **COUNCILLOR DALE SMITH**

Attended the Municipal Planning Commission Meeting

Attended the Municipal Development Plan Review

Attended the Valleyview Volunteer Appreciation Dinner

Attended the Smoky Applied Research & Demonstration Association Meeting

Attended the Committee of the Whole Meeting

Attended the FCSS Meeting

Attended the Joint Council Meeting with the City of Grande Prairie

#### **DEPUTY REEVE TOM BURTON**

Attended the Community Planning Association of Alberta Executive Meeting

Attended the Municipal Planning Commission Meeting

Attended the Municipal Development Plan Review

Attended the Grovedale Volunteer Supper

Attended the DeBolt Library Board Meeting

Attended the East Smoky Recreation Board Meeting

Attended the Committee of the Whole Meeting

Attended the Joint Council Meeting with the City of Grande Prairie

#### **COUNCILLOR DAVE HAY**

Not in attendance.

#### 9.1 REEVE'S REPORT:

#### **REEVE DALE GERVAIS**

Attended the Municipal Planning Commission Meeting

April 26, 2016

Attended the Municipal Development Plan Review
Attended the Valleyview Volunteer Appreciation Dinner
Attended the Budget Presentation at the Legislature
Attended the Committee of the Whole Meeting
Attended an Encana Meeting
Attended the Joint Council Meeting with the City of Grande Prairie

Attended the Greenview Regional Waste Management Commission Meeting

#10 CORRESPONDENCE

#### **10.0 CORRESPONDENCE**

MOTION: 16.04.163. Moved by: COUNCILLOR DALE SMITH

That Council accept for information the correspondence presented.

**CARRIED** 

#11 IN CAMERA 11.0 IN CAMERA

There was no In Camera presented.

#12 ADJOURNMENT

#### 12.0 ADJOURNMENT

MOTION: 16.04.164. Moved by: COUNCILLOR ROXIE RUTT

That this meeting adjourn at 1:32 p.m.

CHIEF ADMINISTRATIVE OFFICER	REEVE



## **REQUEST FOR DECISION**

SUBJECT: Bylaw 16-763 / SE-1-69-6-W6, PLAN 8822869, LOT 2

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION MEETING DATE: May 10, 2016 CAO: MH MANAGER: SAR DEPARTMENT: INFRASTRUCTURE & PLANNING/PLANNING & GM: INT PRESENTER: LL

**DEVELOPMENT** 

FILE NO./LEGAL: A16-002 / SE-1-69-6-W6, PLAN 8822869, LOT 2 LEGAL/ POLICY REVIEW: INT

STRATEGIC PLAN: FINANCIAL REVIEW:

#### RELEVANT LEGISLATION:

**Provincial** (Cite) – Municipal Government Act, RSA 2000, c M s.

**Council Bylaw / Policy** (Cite) – Municipal Development Plan Bylaw No. 03-397; Grovedale Area Structure Plan Bylaw No.04-432; and Land Use Bylaw 03-396.

#### RECOMMENDED ACTION:

MOTION: That Council give First Reading to Bylaw No. 16-763, to re-designate a 49.67 hectare ± (122.75 acre) area within SE-1-69-6-W6, Plan 8822869, Lot 2 from Agriculture (A) District to Industrial (I) District, as per attached Schedule 'E'.

MOTION: That Council schedule a Public Hearing for Bylaw No. 16-763 to be held on August 23, 2016, at 10:00 a.m. for the re-designation of a 49.67 hectare ± (122.75 acre) area within SE-1-69-6-W6, Plan 8822869, Lot 2 from Agriculture (A) District to Industrial (I) District, as per attached Schedule 'E'.

#### BACKGROUND / PROPOSAL:

The application for Land Use Amendment A16-002 was received on February 4, 2016 to re-designate a 49.67 hectare ± (122.75 acre) area from Agriculture (A) District to Industrial (I) District within SE-1-69-6-W6, Plan 8822869, Lot 2, in the Grovedale area, Ward 8.

The proposed rezoning would allow for the subsequent subdivision of industrial parcels, intended for light industrial development. Fifty (50) meters of Municipal Reserve, which would include a berm, would serve as a buffer for the existing residential lots north of Township Road 690A.

Under the Grovedale Area Structure Plan, this quarter is designated as Agriculture. The use of land that is identified as Agriculture shall be limited to the following "... industrial development subject to Section 2.5..."

10

Greenview, Alberta 1

Section 2.5 (a) types of industrial uses that may be considered in the Plan area include the following: natural resource extraction industries; oil and gas processing plants and related operations; agricultural industries; storage yards; small scale industrial pursuits; major home occupations.

Furthermore Section 6.2.5 of the Municipal Development Plan states that "The Municipal District may require that an Area Structure Plan be prepared for a proposed rural industrial park. These plans shall address the following issues to the satisfaction of the Municipal District: (a) conformity with this Plan, other statutory plans, if any, and the Land Use Bylaw; (b) proposed lot layout and phasing; (c) impacts on adjacent uses, environmentally sensitive areas, and recreational uses, including provision for buffers; (d) proposed methods of water supply, sewage disposal, and storm drainage; (e) access, internal circulation, and impacts on the transportation network; and (f) allocation of municipal and environmental reserve, if required."

Administration has asked for an Area Structure Plan. An Area Structure Plan provides an overall framework for the subdivision and development of a parcel of land. The intent of the Plan is to demonstrate how future development will coordinate with existing development and surrounding land uses.

The Applicant is asking that the requirement for the Area Structure Plan be waived (Schedule E). However, at the time of subdivision, the Applicant would still be required to provide information on proposed methods of water supply, sewage disposal, and storm drainage, impacts on adjacent uses, provision for buffers, access and internal circulation, etc., which cannot be adequately addressed in a site plan alone. An Area Structure Plan will ensure that all issues are addressed prior to a subdivision approval.

Administration is recommending that the requirement not be waived, as the Plan will provide a policy framework to guide future development on this quarter section, so that development proceeds in an orderly and economic way, and that proposed developments will not have negative implications for the municipality, the environment, adjacent landowners or future residents. The information portrayed in the ASP will be required to approve the subdivision(s).

Referral comments were received from Alberta Transportation, noting that an updated Traffic Impact Assessment would be required at the time of development. The proposal does not meet the requirements of Section 14 of the Subdivision and Development Regulation, and an Area Structure Plan may be required at the time of Subdivision. ATCO Gas and ATCO Pipelines have no concerns with the application. No concerns were received from Greenview's internal departments.

#### OPTIONS - BENEFITS / DISADVANTAGES:

**Option – 1.** That Council pass a motion to give First Reading to Bylaw No. 16-763 and further pass a motion to schedule a Public Hearing for August 23, 2016, allowing enough time for the application to be circulated as per legislation and for the preparation of an Area Structure Plan.

- **Option 2.** That Council table Bylaw No. 16-763 for further discussion or information.
- **Option 3.** That Council refuse to give First Reading to Bylaw No. 16-763.

**Benefits** – The benefits are that industrial development provides diversification, economic development, and employment opportunities and supports the continued growth and development of smaller urban centres.

Disadvantages - The proposal is compliant with the Grovedale Area Structure Plan. However, the disadvantage is that industrial development may conflict with surrounding land uses.

#### COSTS / SOURCE OF FUNDING:

The \$800.00 Land Use Amendment application fee has been paid.

#### ATTACHMENT(S):

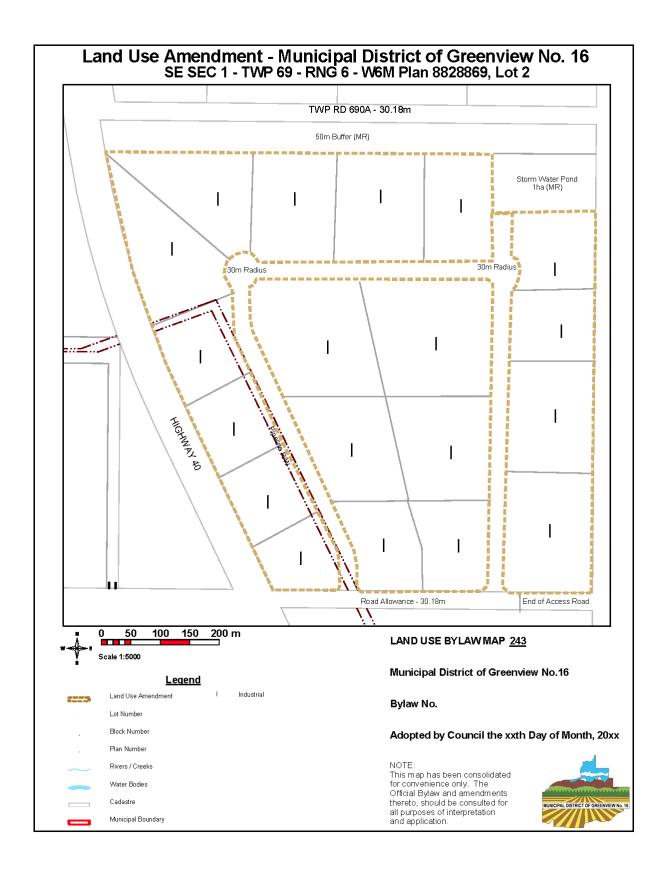
- Schedule 'A' Application & Sketch
- Schedule 'B' Location Map
- Schedule 'C' Farmland Report and Map
- Schedule 'D' Referral Responses
- Schedule 'E' Applicant Request to Wave Area Structure Plan
- Schedule 'F' Bylaw 16-763



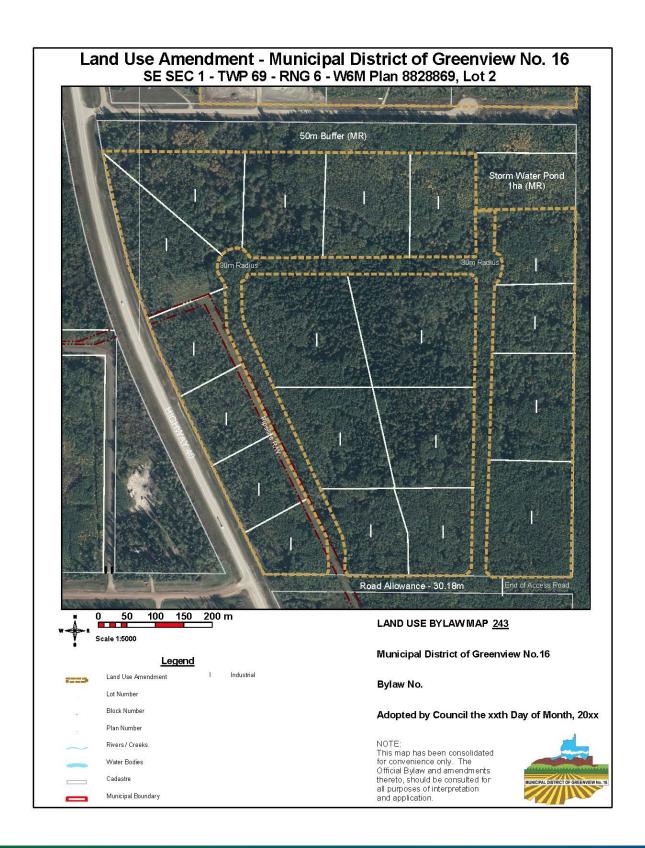
#### Schedule 'A' - Application and Sketch

4						MINICTO ATIVE LICE			
LAND LICE ABAFAIDAAFAIT A					FOR ADMINISTRATIVE USE  APPLICATION — FORM A LUB MAP NO. BYLAW NO.				
LAND USE AMENDMENT							ORIVI A	LOB MAP NO.   BYLAW NO.	
		1006				Greenview	240	APPLICATION NO.	
MUNICIPAL DISTRICT OF GREENVE	W No. 16					lleyview AB T0H oll Free 1.866.52			6-002
	Rec'd	1 /60.524					4.7608	RECEIPT NO. 216 465	
		,2016	<u>vv v</u>	w.magree	enview.ab.ca			ROLL NO. 292683	
		Suc			RFLA RATING				
					Complete if Different from Applicant				
NAME OF APPLICANT	r(S) Mike He	ad			NAME OF REGISTERED LANDOWNER(S) 1913212 Alberta Ltd.				
ADDRESS #112, 8716	-108 Street				AD	DRESS #112, 8716-1	08 Street		
	Grande Pr	rairie, Alberta				G	rande Prairie, Alb	erta	
POSTAL CODE	TELEPHO	NE (Res.)	(E	Bus.)		POSTAL CODE	TELEPHONE (Re	s.)	(Bus.)
T8V 4C7	780-933	-2677			T81	V 4C7	780-933-2677		
		-							
Legal description	of the lan	d affected b	y the pro	posed am	endm	ent			
South 1/2	SEC 1	TWP. 69	RG. 6	W 6 M.	OR	REGISTRATIO		BLOCK	LOT 2
						882 2			
Land Use Classific	ation for A	Amendment	Proposed	:		C. of 7	. 152	321 3	79
FROM: Agricultura	I				ТС	: Industrial / Cour	try Residential	(CR 2)	
									11/1/
Reasons Supporting							d Well Seas		
Land in the area is requ	uired for Light	Industrial use. A	Access to maj	or developme	ents is e	xcellent (Norbord, Ter	vita, Secure, Two La	akes area, etc.). o	on
Residential component	on the north	boundary is con	npatible with	adjacent lan	d.				
Physical Characteris	stics:								
Describe Topograp		sloping.		Vegetatio	n: Gen	eral deciduous.	Soi	l:	
Water Services:									
Existing Source: No	one				Pr	oposed Water Sou	rce: Public Offs	ite Supply	
Sewage Services:									
Existing Disposal: N	None				Pr	oposed Disposal: F	Public Offsite Dis	sposal Site	
Approach(s) Inform									
Existing: None					Pr	oposed: As noted	on attached dra	wing. To M.D	and A.T. specs.
						•			
☐ I/We have end	closed the	required Appl	ication Fee	of \$ 800.0	10.				
						MI	(/ )		
Date: 166 5	120	16		Applican	t(s)	Miller	le		
200									
7-1	Date: Fb 4, 2016 Registered Landowner(s): M. 16 Hee								
Date: Kb	4,0	(0/6		Registere	ed Land	lowner(s):	10/tee	/	
$\epsilon$									
NOTE: Registered Landowner(s) Signatures required if different from Applicant.									
Any personal information that the Municipal District of Greenview may collect on this form is in compliance with Section 33 of the Freedom of									
Information and Prof						The second secon			
the Municipality, i	n particular					. If you have any qu		collection plea	se contact the
Freedom of Information and Protection of Privacy Coordinator at 780-524-7600.									

13

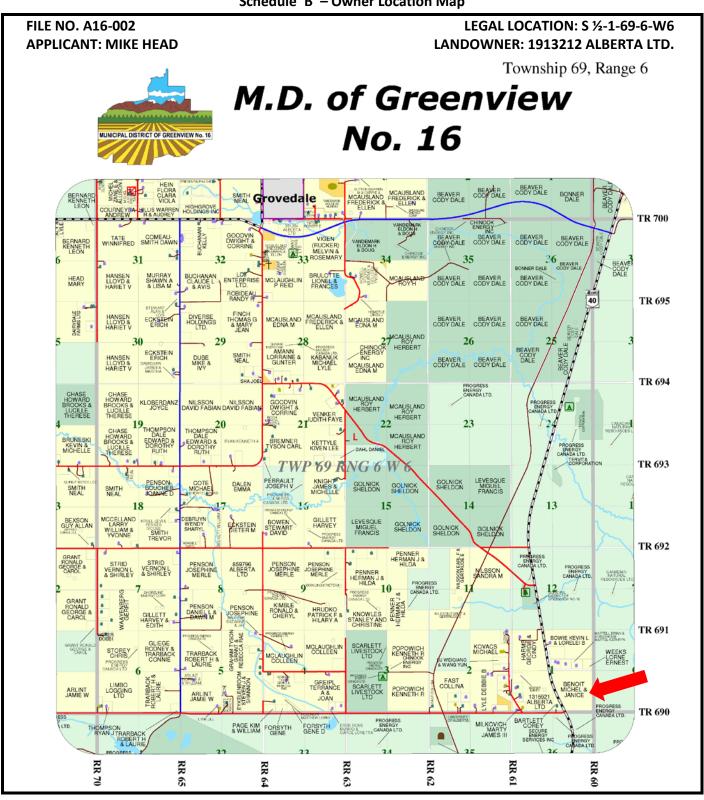


Schedule 'A' - Application and Sketch

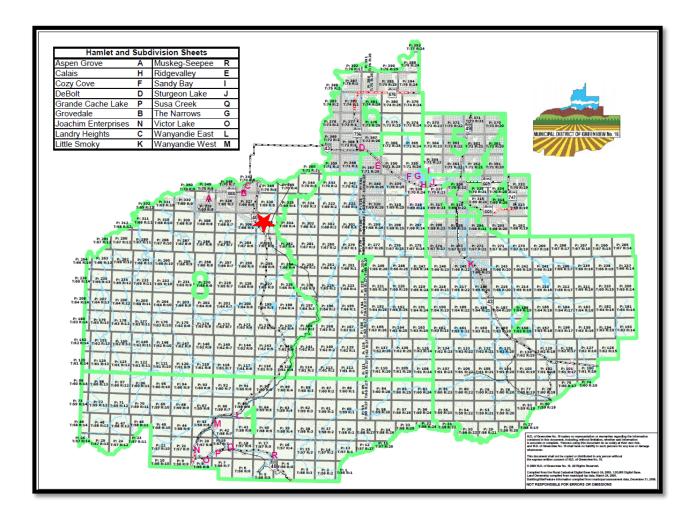




Schedule 'B' - Owner Location Map



#### Schedule 'B' - Owner Location Map





Schedule 'C' – Farmland Report and Map

FILE NO. A16-002 LEGAL LOCATION: S½-1-69-6-W6 APPLICANT: MIKE HEAD LANDOWNER: 1913212 ALBERTA LTD.

#### FARMLAND REPORT NOT AVAILABLE FOR THIS PARCEL



Greenview, Alberta 1



#### Schedule 'D' - Referral Responses



Room 1401, 10320 - 99 St GRANDE PRAIRIE AB T8V 6J4

Phone: (780) 538-5310 Fax: (780) 538-5384

Our Ref: 69-6-W6M Your File: A16-002

March 30, 2016

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

RE: PROPOSED LAND USE AMENDMENT (A TO I / CR 2)

AND SUBSEQUENT SUBDIVISION

SE 1-69-6-W5M MIKE HEAD

Regarding the proposed land use amendment from agricultural to country residential two and industrial. The department does not typically support isolated industrial development preferring instead to have development industrial in nature occur within established industrial parks or other urban industrial/commercial areas where existing highway and municipal road networks could safely and efficiently support traffic generated from industrial developments.

The municipality and developer should be aware of possible consequences associated with the proposed land use amendment. An updated Traffic Impact Assessment (TIA) at the intersection of Hwy 40 / Twp Rd 690 (completed by WSP in April 2015) that incorporates proposed traffic generated by this future industrial area will be required prior to development. Any improvements to the highway infrastructure to accommodate proposed development and the TIA shall be completed at no cost to the department.

If and when the department receives a subsequent subdivision application the department will comment further. However the proposed subdivision does not meet the requirements of Section 14 of the Subdivision and Development Regulation. Access to the proposed country residential lots will be via existing municipal Twp Rd 690A and access to the industrial lots shall be via the road allowance bordering the south boundary, satisfying the requirements of Section 15 of the Subdivision & Development Regulation.

Yours truly,

Gerry Benoit

Development & Planning Technologist

19

From: <u>LandInquiries@atcoelectric.com</u>

To: <u>Jenny Cornelsen</u>

**Subject:** AEL2016-0250/ A16-002 Mike Head **Date:** March 18, 2016 1:20:05 PM

#### Good Afternoon:

#### ATCO Electric has no comments or concerns with this application. Thank you

#### Karen Diaz-Hernandez

Land Administrator | Land Administration

ATCO Electric Ltd. | Distribution | Land & Forest Operations

18<sup>th</sup> Floor Canadian Western Bank Building 10303 Jasper Ave, Edmonton AB T5J 5C3 phone: 780-509-2094 | fax: 780-509-9220

email: <u>Karen.Diaz-Hernandez@atcoelectric.com</u>

From: Isabel.Solis@atcopipelines.com

To: <u>Jenny Cornelsen</u>

**Subject:** 16-0953 Response - A16-002 Mike Head

**Date:** April 1, 2016 8:53:41 AM

**Attachments:** DOC031716-03172016072108.pdf

Good Morning,

ATCO PIPELINES has no objection.

Thank you:)

#### **Isabel Solis** | Operations Engineering Administrative Coordinator

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

T: 780.420.3896 | F: 780.420.7411 | E: Isabel.Solis@atcopipelines.com

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



#### **NOTICE TO I&P**

February 16, 2016

File No.: A16-002

**Legal Description:** 

SE-1-69-6-W6 Lot 2, Plan 8822869

Applicant:

MIKE HEAD

PROPOSED LAND USE AMENDMENT: AGRICULTURE - A to INDUSTRIAL -I

Please provide your comments on the PROPOSED LAND USE AMENDMENT AND SUBSEQUENT SUBDIVISION in the space provided below or attach any additional comments on a separate sheet. If you have any questions regarding the attached, please contact our office. Deadline for your written comments: NOON, February 18, 2016,.

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

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

- Approach off HWI 40 TO MEET A.T. STANDARDS & ON TRATTAC IMPART ASSESSMENT **COMMENTS:** 

- INTERPEN ROADS + CUL OF SACE TO MEET G.V STANDARDS AS WELL AS APPORTURES

- PAN PROFILE WO RECOME INTO TO MAKE OMBE PROJUTS MOR FORWARD COMMENTS UN.
- MONTH END MILET
- EBSION ON ARCKSUPPES + DITCHES ON CHRONT ROLD. They mertial century su THERE BUT IN THE FILED TIPERE IS KEWALY A SUBSTITUTE DASP Kevin SKlapsky NAME (PLEASE PRINT) **SIGNATURE**

Please check box for corresponding referral agency

#### Circulated to:

- M.D. General Manager, Infrastructure & Planning - Grant Gyurkovits: grant.gyurkovits@mdgreenview.ab.ca; (780) 524-4432
- M.D. Manager, Construction & Maintenance Kevin Sklapsky: kevin.sklapsky@mdgreenview.ab.ca; (780) 524-4432
- M.D. Manager, Environmental Services Gary Couch: gary.couch@mdgreenview.ab.ca; (780) 524-4432

Administration Office	Operations Building	Family & Community Support Services	Grovedale Sub-Office	Grande Cache Sub-Office
Box 1079, 4806-36 Ave	Box 1079, 4802-36 Ave	Box 1079, 4707-50th Street	Box 404, Lot 9, Block 1, Plan0728786,	Box 214, 10028-99st Street
Valleyview, AB TOH 3N0	Valleyview, AB TOH 3N0	Valleyview, AB TOH 3N0	Grovedale, AB TOH 1X0	Grande Cache, AB TOE 0Y0
Phone: 780.524.7600	Phone: 780.524.7602	Phone: 780.524.7603	Phone: 780.539.7337	Phone: 780.827.5155
Fax: 780.524.4307	Fax: 780.524.5237	Fax: 780.524.4130	Fax: 780.539.7711	Fax: 780.827.5143
Toll F	ree: 1.888.524.7601		ununu malaraanula	



#### Schedule 'E' - Applicant Request to Wave Area Structure Plan

MUNICIPAL DISTRICT
OF GREENVIEW NO. 16
REC STATED

APR 1.3 3.3

VALLEY FOR April 7, 2016

1913212 Alberta Ltd #112, 8716 108 Street

Ms. Sally Rosson, Planning and Development Manager Planning and Development M.D. of Greenview #16

Re: Big Mountain Subdivision

Please accept this request related to the planning and development requirements on this proposal for SE1-69-6-W5M

As noted in previous discussions, there are two issues that we would like to see addressed.

First is the number of residential lots on the north end of the subdivision.

- Our initial proposal suggested that seven residential lots would work in this
  area and, following conversations with the M.D., the number was reduced
  to five.
- We have now received notification that only four lots are available under current policy.

As the inclusion of residential lots is intended to provide a buffer between the existing residential development to the north and the industrial component in the remainder of this quarter, some degree of flexibility is requested.

While we do want to be good neighbors, we still need to exercise fiscal responsibility and insure that the proposed development provides a fair return on investment.

Therefore, we would request an amendment to the bylaw to allow for the inclusion of five large Country Residential lots as noted on the Rezoning Application.

The second issue is the requirement for an Area Structure Plan for the quarter section noted.

- The need for an ASP is understood when there is going to be partial development of a land base to insure future compatibility.
- 2) An ASP is a necessity when there are multiple parcels of land involved to insure that future servicing and transportation corridors are considered.
- 3) Neither one of these issues is apparent in this application.

As the land to the north is already developed and the surrounding lands are vacant crown land, there are no adjacent development interests to address.

The development (with the exception of the residential component noted above with rationale) meets the general plan for industrial development on the east side of Highway 40.

We believe that all of the on-site issues can be addressed through conditions placed on the Developer within the existing process.

Our communications with M.D. staff have been professional and productive and we believe that the needs of the municipality can be met without the need for an Area Structure Plan.

Therefore, we would request an amendment to the by-law to allow this development to proceed without an Area Structure Plan and that conditions related to the development be addressed in other documents.

Thank you for your consideration.

Cc: Lindsay Lemieux

Jim Uhl





## BYLAW NO. 16-763 of the Municipal District of Greenview No. 16

# A Bylaw of the Municipal District of Greenview No. 16, in the Province of Alberta, to amend Bylaw No. 03-396, being the Land Use Bylaw for the Municipal District of Greenview No. 16

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

1. That Map No. 243 in the Land Use Bylaw, being Bylaw No. 03-396, be changed to reclassify the following area:

A portion of the South East of Section One (1)
Within Township Sixty-Nine (69)
Range Six (6) West of the Sixth Meridian (W6M)

As identified on Schedule "A" attached.

This Bylaw shall come into force and effect upon the day of final passing.		
Read a first time this day of, A.D.,		
Read a second time this day of, A.D.,		
Read a third time and passed this day of, A.D.,		

REEVE
CHIEF ADMINISTRATIVE OFFICER

Bylaw

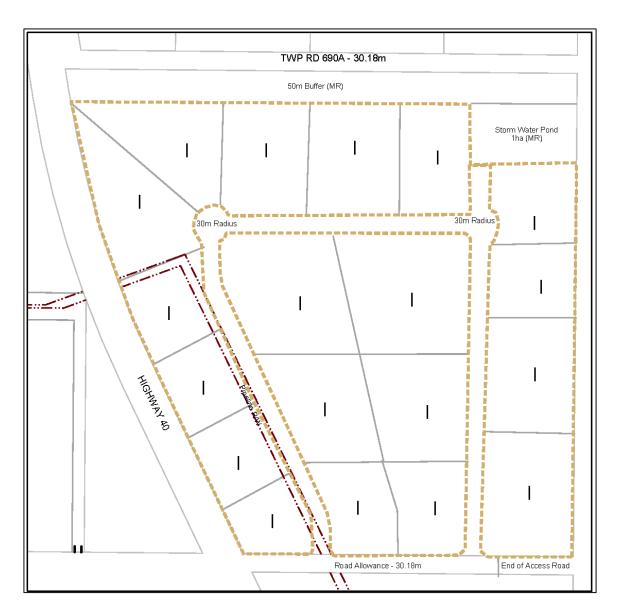
#### **SCHEDULE "A"**

To Bylaw No. 16-763

#### MUNICIPAL DISTRICT OF GREENVIEW NO. 16

A portion of the South East of Section One (1)
Within Township Sixty-Nine (69)
Range Six (6) West of the Sixth Meridian (W6M)

Is reclassified from Agriculture (A) District to Industrial (I) District as identified below:





## **REQUEST FOR DECISION**

SUBJECT: Bylaw 16- 764 - 2016 Operating Credit - Borrowing Bylaw

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION

MEETING DATE: May 10, 2016 CAO: MH MANAGER: INT

DEPARTMENT: CORPORATE SERVICES/FINANCE GM: RO PRESENTER: RO

FILE NO./LEGAL: File Number,Legal or N/A. LEGAL/ POLICY REVIEW: INT

STRATEGIC PLAN: FINANCIAL REVIEW:

#### **RELEVANT LEGISLATION:**

#### Provincial (cite) – MGA

Section 251 (1) A municipality may only make a borrowing if the borrowing is authorized by a borrowing bylaw.

- **(2)** A borrowing bylaw must set out (a) the amount of money to be borrowed and, in general terms, the purpose for which the money is borrowed;
  - (b) the maximum rate of interest, the term and the terms of repayment of the borrowing;
  - (c) the source or sources of money to be used to pay the principal and interest owing under the borrowing.

**Section 256 (1)** This section applies to a borrowing made for the purpose of financing operating expenditures.

- (2) The amount to be borrowed, together with the unpaid principal of other borrowings made for the purpose of financing operating expenditures, must not exceed the amount the municipality estimates will be raised in taxes in the year the borrowing is made.
- **(3)**A borrowing bylaw that authorizes the borrowing does not have to be advertised if the term of the borrowing does not exceed 3 years.

Council Bylaw / Policy - Bylaw No. 15-749

#### RECOMMENDED ACTION:

MOTION: That Council give First Reading of Bylaw 16 - 764 - 2016 Operating Line of Credit Borrowing Bylaw.

MOTION: That Council give Second Reading of Bylaw 16 - 764 - 2016 Operating Line of Credit Borrowing Bylaw.

#### BACKGROUND / PROPOSAL:

Administration is requesting approval from Council to reduce the amount of the line of credit borrowing agreement with Alberta Treasury Branch ("ATB") from TEN MILLION DOLLARS (\$ 10,000,000.00) to FIVE MILLION DOLLARS (\$5,000,000.00). The MD has a borrowing bylaw in place to provide access to an "Operating Line of Credit" in the event that the MD's investment funds are otherwise tied up and to cover the monthly charges

against the MD's MasterCard Account. With this change, Greenview will need to revise the borrowing bylaw. A revised bylaw is included in the Council package for first reading.

While Greenview's Administration had access to the \$10M for operating, if necessary, the Operating Line of Credit has not been used except to cover the monthly charges against Greenview's ATB – MasterCard Account.

The Operating Line of Credit is reviewed annually by ATB and Greenview's Administration.

#### OPTIONS - BENEFITS / DISADVANTAGES:

Options: 1) Council may pass a motion to give First Reading to Bylaw No. 16 – 764;

- 2) Council may proceed to second reading of Bylaw No. 16 764 due to the borrowing bylaw being for a period of less than three years, the requirement for a public hearing is waived.
- 3) Council may table Bylaw No. 16 764 for further discussion or information.
- 4) Council may refuse to give First Reading to Bylaw No. 16 764.

**Benefits:** The benefit of Council approving this updated bylaw is to ensure that Greenview's Operating Line of Credit continues without interruption and to reduce Greenview's overall liability as well as provide Administration with the ability to increase the manager's credit card limits, which should eliminate embarrassing situations of having their corporate credit card declined.

**Disadvantages:** There are no perceived disadvantages.

COSTS / SOURCE OF FUNDING:

Greenview's annual budget.

#### ATTACHMENT(S):

- Copy of Bylaw 15-749
- Copy of Proposed Bylaw 16-764



## BYLAW No. 16-764 of the Municipal District of Greenview No. 16

#### A Bylaw of the Municipal District of Greenview No. 16, in the Province of Alberta,

**Whereas**, the Council of the Municipal District of Greenview No. 16 (hereinafter called the "Corporation") in the Province of Alberta considers it necessary to borrow certain sums of money for the purpose of current expenditures of the Corporation for its financial years commencing January 2016.

**Therefore**, pursuant to the provision of the Municipal Government Act, it is hereby enacted by the Council of the Corporation as a Bylaw that:

- The Corporation borrow from Alberta Treasury Branches (hereinafter called "ATB") up to the
  principal sum of FIVE MILLION DOLLARS (\$5,000,000.00), repayable upon demand at a rate of
  interest per annum not to exceed the Prime Lending Rate from time to time established by ATB,
  and such interest will be calculated daily and due and payable monthly on the last day of each
  every month.
- 2. The Chief Elected Officer and the Chief Administrative Officer are authorized for and on behalf of the Corporation:
  - a. to apply to ATB for the aforementioned loan to the Corporation and to arrange with ATB the amount, terms and conditions of the loan and security or securities to be given to the ATB;
  - b. as security for any money borrowed from ATB
    - to execute promissory notes and other negotiable instruments or evidences of debt for such loans and renewals of all such promissory notes and other negotiable instruments or evidences of debts;
    - ii. to give or furnish ATB all such securities and promises as ATB may require to secure repayment of such loans and interest thereon; and
    - iii. to execute all security agreements, hypothecations, debentures, charges, pledges, conveyances, assignments and transfers to and in favour of ATB of all or any property, real or personal, moveable or immovable, now or hereafter owned by the Corporation or in which the Corporation may have any interest, and any other documents or contracts necessary to give or to furnish ATB the security or securities required by it.
- 3. The source or sources of money to be used to repay the principal and interest owing under the borrowing from ATB are taxes, reserves, grants, etc.

- 4. The amount to be borrowed and the term of the loan will not exceed any restrictions set forth in the Municipal Government Act.
- 5. In the event that the Municipal Government Act permits extension of the term of the loan and in the event the Council of the Corporation decides to extend the loan and ATB is prepared to extend the loan, any renewal or extension, bill, debenture, promissory note, or other obligation executed by the officers designated in paragraph 2 hereof and delivered to ATB will be valid and conclusive proof as against the Corporation of the decision of the Council to extend the loan in accordance with the terms of such renewal or extension, bill, debenture, promissory note, or other obligation, and ATB will not be bound to inquire into the authority of such officers to execute and deliver any such renewal, extension document or security.
- 6. Bylaw No. 15-749 is hereby repealed.
- 7. This Bylaw shall come into force and effect upon the day of final passing.

Read a first time this day of , A.D., 2016	5.
Read a second time this day of, A.D., 203	16.
Read a third time and passed this day of	, A.D., 2016.
_	REEVE
_	CHIEF ADMINISTRATIVE OFFICER



## **REQUEST FOR DECISION**

CAO:

MH

MANAGER:

AΕ

INT

SUBJECT: Greenview Recreation Master Plan

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION

MEETING DATE: May 10, 2016

DEPARTMENT: COMMUNITY SERVICES/RECREATION GM: DM PRESENTER: AE

FILE NO./LEGAL: N/A LEGAL/ POLICY REVIEW:

STRATEGIC PLAN: FINANCIAL REVIEW:

#### **RELEVANT LEGISLATION:**

**Provincial** (cite) – Following all procurement rules of the New West Trade Partnership Agreement, Agreement on Internal Trade, and The Province of Alberta's Municipal Government Act

**Council Bylaw / Policy** (cite) – Council Policy No. 1018: Expenditure and Disbursement Sec 2.4 – Any operational expenditure approved by Council in budget or by resolution may be awarded and/or actioned by Administration, excepting Request for Proposals, which must be awarded by Council.

#### **RECOMMENDED ACTION:**

MOTION: That Council authorize Administration to award the Greenview Recreation Master Plan project to McElhanney Consulting Services Ltd. of Edmonton Alberta for the price of \$62,623.00, with funds to come from the 2016 Recreation Enhancement Program Budget.

#### BACKGROUND / PROPOSAL:

Greenview Council has authorized Administration to seek proposals for a Greenview Recreation Master Plan. The Recreation Master Plan will be a tool to assist in planning for recreation services and facilities. The Master Plan will confirm the current recreation investment and practices within Greenview as well as position the municipality and its urban partners for future service provision.

Request for Proposals for the undertaking of a Recreation Master Plan was posted on the Alberta Purchasing Connection. A total of five proposals were received from Paul Conrad and Associates Ltd., McElhanney Consulting Services Ltd, Expedition Management Consulting, RC Strategies and Stantec.

Using a weighted matrix it was determined that McElhanny Consulting Services Ltd. scored best overall. The following is a quick outline of the results:

Greenview, Alberta 1

Rank Overall	Firm	Price
1st	McElhanney	\$62,623.00
2nd	RC Strategies	\$79,830.00
3rd	Expedition	\$99,500.00
4th	Stantec	\$87,909.76
5th	Paul Conrad	\$131,500.00

#### The Matrix Criteria was weighted as follows:

- Capability to Perform Work ------30%
- Experience of Personal Assigned to the Project ------30%
- Capacity to Perform Work to Meet Schedule -----20%
- Demonstrated Understanding of the Scope of Work ---- 20%

The McElhanney proposal was very easy to follow, well laid out and the firm seemed to understand the scope of the project. The McElhanney and the RC Strategy proposals were very comparative, however the project cost was the deciding factor.

It should be noted that if the three towns, Valleyview, Fox Creek and Grande Cache elect to participate in this project at their cost there would be some efficiencies of scale.

#### **OPTIONS – BENEFITS / DISADVANTAGES:**

**Options** – Council has the option to alter, approve or deny awarding the Recreation Master Plan project to McElhanny Consulting Services Ltd.

**Benefits** – The benefit of awarding the Recreation Master Plan project to McElhanney Consulting Services Ltd. is that they are a reputable firm and the project is within the projected budget allotted.

**Disadvantages** – There are no perceived disadvantages to awarding the Recreation Master Plan project to McElhanney Consulting Services Ltd.

#### COSTS / SOURCE OF FUNDING:

The \$62,623.00 funds for the Recreation Master Plan will come from the 2016 Recreation Enhancement Program Budget (\$100,000.00).

#### ATTACHMENT(S):

N/A



## **REQUEST FOR DECISION**

CAO:

MH

MANAGER:

LEGAL/ POLICY REVIEW:

INT

INT

SUBJECT: Fox Creek Recreation Agreement

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION

MEETING DATE: May 10, 2016

DEPARTMENT: COMMUNITY SERVICES GM: DM PRESENTER: DM

FILE NO./LEGAL: N/A

STRATEGIC PLAN: FINANCIAL REVIEW:

RELEVANT LEGISLATION:

Provincial (cite) – N/A

Council Bylaw / Policy (cite) – N/A

RECOMMENDED ACTION:

MOTION: That Council authorize Administration to enter into a recreation agreement with the Town of Fox Creek, with funds to come from the Community Service Budget.

#### BACKGROUND / PROPOSAL:

Council directed Administration to include in the 2016 Community Service Budget the provision that Greenview would pay 25% of the annual Fox Creek recreation deficit. Administration has drafted an agreement that was met with the Town of Fox Creek's approval. The key points in the agreement are:

- 1. The Town shall be solely responsible for the overall operation of the recreation services provided for the Fox Creek and area residents under the direction of the Fox Creek Recreation Board.
- 2. The Town and Greenview residents shall have equal access to, and equal fees levied for the recreation services delivered.
- 3. The Town shall provide, prior to November 1<sup>st</sup> of each year, a projected 3 year operational and capital budget to Greenview.
- 4. The Town shall provide Greenview with an annual financial statement prior to January 31<sup>st</sup> of each fiscal year, whereby Greenview will forward the funds to the Town as per terms of the agreement.
- 5. Greenview shall provide funding to the Town as follows:
  - a) twenty five percent (25%) of the current years' operating deficit for the operation of eligible recreation services (refer to Schedule A) provided by the Town for the Fox Creek and area residents.

- b) twenty five percent (25%) of the approved capital current year expenditures for recreation services provided by the Town for the Fox Creek and area residents. Greenview approval will be required on all current year capital expenditures prior to committing funds to capital projects.
- 6. Greenview shall have a minimum of one appointed member on the Fox Creek Recreation Board.

Greenview presently contributes 50% of the Town of Valleyview's recreation deficit with the proposed recreation agreements Greenview would contribute 25% of the operating and capital recreation deficits for the Towns of Fox Creek and Grande Cache.

#### OPTIONS - BENEFITS / DISADVANTAGES:

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

**Benefits** – The benefit of entering into a recreation agreement with Fox Creek is that Greenview would be contributing to recreation services with all three of the towns within Greenview's boundary.

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

#### COSTS / SOURCE OF FUNDING:

The recreation funding commitment will come from the Community Service Budget.

#### ATTACHMENT(S):

• Fox Creek Recreation Agreement

#### **MEMORANDUM OF AGREEMENT**

**BETWEEN: The Town of Fox Creek** 

102 Kaybob Drive, P.O. Box 149
Fox Creek, Alberta TOH 1P0
(hereinafter referred to as the "Town")

And

The Municipal District of Greenview No. 16 P.O. Box 1079 Valleyview, Alberta TOH 3NO (hereinafter called "Greenview")

**RE:** Fox Creek Recreation Services

**WHEREAS** the Town and Greenview wish to enter into an agreement for the provision of recreation services to their area residents; and

**WHEREAS** the residents of Greenview and the Town have equal access to the recreation services provided by the Town.

**THEREFORE THE PARTIES TO THIS AGREEMENT,** in consideration of the mutual promises and covenants hereafter contained, agree as follows:

- The Town shall be solely responsible for the overall operation of the recreation services provided for the Fox Creek and area residents under the direction of the Recreation Services Board.
- 2. The Town and Greenview residents shall have equal access to, and equal fees levied for the recreation services delivered.
- 3. The Town shall provide, prior to November 1<sup>st</sup> of each year, a projected 3 year operational and capital budget to Greenview.
- 4. The Town shall provide Greenview with an annual financial statement prior to January 31<sup>st</sup> of each fiscal year, whereby Greenview will forward the funds to the Town as per terms of the agreement.
- 5. Greenview shall provide funding to the Town as follows:
  - a) twenty five percent (25%) of the current years' operating deficit for the operation of eligible recreation services (refer to Schedule A) provided by the Town for the Fox Creek and area residents.
  - b) twenty five percent (25%) of the approved capital current year expenditures for recreation services provided by the Town for the Fox Creek and area residents. Greenview approval will be required on all current year capital expenditures prior to committing funds to capital projects.
- 6. Greenview's funding contribution must be publicly recognized and advertised, as per negotiation with Greenview.
- 7. Greenview shall have a minimum of one appointed member on the Recreation Services Board.
- 8. The Town shall be solely responsible for recreation services 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 of recreation services.
- 9. The Town agrees to obtain such consent, approval, or necessary license to conduct recreation services and will maintain at all times adequate insurance to cover losses that may rise out of the provision of recreation services.
- 10. This Agreement shall be deemed to have come into effect on \_\_\_\_\_\_ 20\_\_.. Any Party may terminate this Agreement at any time and for any reason by giving written notice as of December 1<sup>st</sup> of the current calendar year, to the other Party.

- 11. 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.).
- 12. This Agreement may be amended by mutual consent in writing by all parties hereto.

IN WITNESS WHEREOF the parties hereto have affixed their signatures and corporate seal				
this	day of	_, 2016.		
Municipal [	District of Greenview No. 16	Town of Fox Creek		
Per:		Per:		
		Per:		



## **SCHEDULE A**

## **ELIGIBLE RECREATION SERVICES**

**Recreation Facilities** 

**Recreation Programs and Administration** 

- o Arenas
- o Curling Rinks
- o Swimming Pools
- **Sport Fields** 
  - o Ball Diamonds
  - o Soccer or Other Similar Sport Fields

## **NON-ELIGIBLE RECREATION SERVICES**

- **Parks**
- **Tot Play Areas**
- **Playgrounds**
- Campgrounds
- **Trails and Pathways**
- Amortization Expenses of any facilities



# **REQUEST FOR DECISION**

CAO:

MH

SUBJECT: Grande Cache Recreation Agreement

SUBMISSION TO: REGULAR COUNCIL MEETING

MEETING DATE: May 10, 2016

DEPARTMENT: COMMUNITY SERVICES GM: DM PRESENTER:

FILE NO./LEGAL: N/A

STRATEGIC PLAN:

DM PRESENTER: DM LEGAL/ POLICY REVIEW: INT

INT

REVIEWED AND APPROVED FOR SUBMISSION

MANAGER:

FINANCIAL REVIEW:

**RELEVANT LEGISLATION:** 

Provincial (cite) – N/A

Council Bylaw / Policy (cite) - N/A

RECOMMENDED ACTION:

MOTION: That Council authorize Administration to enter into a recreation agreement with the Town of Grande Cache, with funds to come from the Community Service Budget.

## BACKGROUND / PROPOSAL:

Council directed Administration to include in the 2016 Community Service Budget the provision that Greenview would pay 25% of the annual Grande Cache recreation deficit. Administration has drafted an agreement that was met with the Town of Grande Cache's approval. The key points in the agreement are:

- 1. The Town shall be solely responsible for the overall operation of the recreation services provided for the Grande Cache and area residents under the direction of the Community Services Board.
- 2. The Town and Greenview residents shall have equal access to, and equal fees levied for the recreation services delivered.
- 3. The Town shall provide, prior to November 1<sup>st</sup> of each year, a projected 3 year operational and capital budget to Greenview.
- 4. The Town shall provide Greenview with an annual financial statement prior to January 31<sup>st</sup> of each fiscal year, whereby Greenview will forward the funds to the Town as per terms of the agreement.
- 5. Greenview shall provide funding to the Town as follows:

- a) twenty five percent (25%) of the current years' operating deficit for the operation of eligible recreation services (refer to Schedule A) provided by the Town for the Grande Cache and area residents.
- b) twenty five percent (25%) of the approved capital current year expenditures for recreation services provided by the Town for the Fox Creek and area residents. Greenview approval will be required on all current year capital expenditures prior to committing funds to capital projects.
- 6. Greenview shall have a minimum of one appointed member on the Community Services Board.

Greenview presently contributes 50% of the Town of Valleyview's recreation deficit with the proposed recreation agreements Greenview would contribute 25% of the operating and capital recreation deficits for the Towns of Fox Creek and Grande Cache.

## OPTIONS - BENEFITS / DISADVANTAGES:

Options – Council has the option to approve, alter or deny the Grande Cache Recreation Agreement.

**Benefits** – The benefit of entering into a recreation agreement with Grande Cache is that Greenview would be contributing to recreation services with all three of the towns within Greenview's boundary.

**Disadvantages** – There are no perceived disadvantages to entering into a recreation agreement with the Town of Grande Cache.

## COSTS / SOURCE OF FUNDING:

The recreation funding commitment will come from the Community Service Budget.

## ATTACHMENT(S):

• Grande Cache Recreation Agreement

## **MEMORANDUM OF AGREEMENT**

**BETWEEN: The Town of Grande Cache** 

P.O. Box 300, 10001 Hoppe Avenue Grande Cache, Alberta TOE 0Y0 (hereinafter referred to as the "Town")

And

The Municipal District of Greenview No. 16 P.O. Box 1079 Valleyview, Alberta TOH 3NO (hereinafter called "Greenview")

**RE:** Grande Cache Community Services

**WHEREAS** the Town and Greenview wish to enter into an agreement for the provision of recreation services to their area residents; and

**WHEREAS** the residents of Greenview and the Town have equal access to the recreation services provided by the Town.

**THEREFORE THE PARTIES TO THIS AGREEMENT,** in consideration of the mutual promises and covenants hereafter contained, agree as follows:

- The Town shall be solely responsible for the overall operation of the recreation services provided for the Grande Cache and area residents under the direction of the Community Services Board.
- 2. The Town and Greenview residents shall have equal access to, and equal fees levied for the recreation services delivered.
- 3. The Town shall provide, prior to November 1<sup>st</sup> of each year, a projected 3 year operational and capital budget to Greenview.
- 4. The Town shall provide Greenview with an annual financial statement prior to January 31<sup>st</sup> of each fiscal year, whereby Greenview will forward the funds to the Town as per terms of the agreement.
- 5. Greenview shall provide funding to the Town as follows:
  - a) twenty five percent (25%) of the current years' operating deficit for the operation of eligible recreation services (refer to Schedule A) provided by the Town for the Grande Cache and area residents.
  - b) twenty five percent (25%) of the approved capital current year expenditures for recreation services provided by the Town for the Fox Creek and area residents. Greenview approval will be required on all current year capital expenditures prior to committing funds to capital projects.
- 6. Greenview's funding contribution must be publicly recognized and advertised, as per negotiation with Greenview.
- 7. Greenview shall have a minimum of one appointed member on the Community Services Board.
- 8. The Town shall be solely responsible for recreation services 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 of recreation services.
- 9. The Town agrees to obtain such consent, approval, or necessary license to conduct recreation services and will maintain at all times adequate insurance to cover losses that may rise out of the provision of recreation services.
- 10. This Agreement shall be deemed to have come into effect on \_\_\_\_\_\_ 20\_\_.. Any Party may terminate this Agreement at any time and for any reason by giving written notice as of December 31<sup>st</sup> of the current calendar year, to the other Party.

- 11. 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.).
- 12. This Agreement may be amended by mutual consent in writing by all parties hereto.

IN WITNESS WHEREOF the parties hereto have affixed their signatures and corporate seal				
this	day of	_, 2016.		
Municipal	District of Greenview No. 16	Town of Grande Cache		
Per:		Per:	-	
		Per:		



## **SCHEDULE A**

## **ELIGIBLE RECREATION SERVICES**

**Recreation Facilities** 

**Recreation Programs and Administration** 

- o Arenas
- o Curling Rinks
- o Swimming Pools
- **Sport Fields** 
  - o Ball Diamonds
  - o Soccer or Other Similar Sport Fields

## **NON-ELIGIBLE RECREATION SERVICES**

43

- **Parks**
- **Tot Play Areas**
- **Playgrounds**
- Campgrounds
- **Trails and Pathways**
- Amortization Expenses of any facilities



# **REQUEST FOR DECISION**

SUBJECT: Kakwa and Southview Recreation Areas

SUBMISSION TO: REGULAR COUNCIL MEETING

MEETING DATE: May 10, 2016

DEPARTMENT: COMMUNITY SERVICES/RECREATION

FILE NO./LEGAL: N/A

STRATEGIC PLAN:

REVIEWED AND APPROVED FOR SUBMISSION

CAO: MH MANAGER: AE

GM: DM PRESENTER: AE

LEGAL/ POLICY REVIEW: FINANCIAL REVIEW:

INT

RELEVANT LEGISLATION:

Provincial (cite) - N/A.

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

RECOMMENDED ACTION:

MOTION: That Council accept for information the report on the Kakwa and Southview Recreation areas as presented.

## BACKGROUND / PROPOSAL:

Greenview currently has standing agreements with Alberta Environment and Parks for the operation of the Kakwa River Campground and the Southview Provincial Recreation Area. These agreements are worded to allow Greenview to operate and maintain these two recreation areas. The agreements stipulate that existing assets are to be maintained or replaced as required but will remain the property of the Province. Thus if Greenview was to enhance the existing facilities the assets would become Crown property.

In the correspondence dated March 9<sup>th</sup> from Alberta Environment and Parks, "If Greenview no longer desired to operate the sites Parks Division would seek approval for the disestablishment of the Provincial Recreation Areas, removal of infrastructure and reclamation of lands. Under this scenario it would be acceptable for Greenview to remove and keep assets they provided at the sites."

Greenview has upgrades planned as to the signage and refuse collection system of these sites in 2016 with additional upgrade requirements in the following years.

In summary, Greenview's assets would remain the property of Greenview, Administration advises that by confirmation of the received correspondence the existing agreements with the Province are not required to be amended.

OPTIONS - BENEFITS / DISADVANTAGES:

**Options** – Council has the option to accept or deny the report as information.

**Benefits** – The benefits of accepting the report for information is that Greenview will have clarification as to further contributions to the recreation areas.

**Disadvantages** – Greenview has limited true ownership over these two sites as well as limited ability for branding and signage.

COSTS / SOURCE OF FUNDING:

N/A

## ATTACHMENT(S):

• Letter from Alberta Environment and Parks Re: Kakwa and Southview Recreation Areas.



berta Environment and Parks NVIEW No. 16 MAR 2 2 2016

VALLEYVIEW

Room, 1301, Provincial Building 10320 99 Street Grande Prairie, AB T8V 6J4 Telephone 780-538-5350 Fax 780-538-5617

March 9, 2016

Adam Esch Manager Recreation Services Municipal District of Greenview No. 16 Box 1079, Valleyview, Alberta T0H 3N0

## RE: Concerns over Agreements for Kakwa and Southview Recreation Areas

Thank you for your letter of February 22, 2016 regarding Municipal District (MD) of Greenview concerns with existing agreements for Kakwa River and Southview Provincial Recreation Areas. I appreciate the opportunity to respond.

Regarding the issue of ownership of assets (infrastructure), the lease agreements are specific to allow the Lessee (MD of Greenview) to operate and maintain a Provincial Recreation Area for public use and enjoyment. The wording in the agreements is intended to ensure that existing assets are maintained and replaced as required so that if the agreements were to end the Province could carry on and operate the sites. However, the reality for Kakwa River and Southview is that if the MD no longer desired to operate the sites Parks Division would seek approval for disestablishment of the Provincial Recreation Areas, removal of infrastructure and reclamation of the lands. Under this scenario it would be acceptable for the MD to remove and keep the assets they provided at the sites.

As it relates to the issues of branding, site name (s), colors and signage, the MD has some to no latitude here. There is some latitude for how the sites are branded by the MD, colors and signage at the site; however, significant changes from the Parks norm would require more discussion with, and approval from, Parks Division. The names of the Parks and Provincial Parks Act Regulations associated with the sites cannot be changed by the MD.

If the MD is interested in full management and control at the two sites I believe that this may be best achieved by removal of Provincial Parks Act status as a Provincial Recreation Area (disestablishment and divestiture). If this were to occur the lands revert to crown land managed under the Public Lands Act and administered by the Operations side of the Ministry. Disestablishment and divestiture of the Provincial Recreation Areas would allow the MD to work with Operations Division to pursue Recreation Leases under the Public Lands Act.

I trust that this is the type of information that you were looking for.

Sincerely

Cal Un Front Calvin McLeod

Director, Northwest Region, Alberta Environment and Parks

Parks Division

C.C. Brent Bochon, Approvals Section Head, Alberta Environment and Parks, Operations Division



# **REQUEST FOR DECISION**

SUBJECT: Sunset House Cemetery Committee – Columbarium Request

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION

MEETING DATE: May 10, 2016 CAO: MH MANAGER: INT DEPARTMENT: COMMUNITY SERVICES GM: DM PRESENTER: DM

N/A

LEGAL/ POLICY REVIEW: INT

STRATEGIC PLAN: FINANCIAL REVIEW:

## RELEVANT LEGISLATION:

**Provincial** (cite) – N/A

FILE NO./LEGAL:

**Council Bylaw / Policy** (cite) – *Bylaw No. 97-218 Cemetery Bylaw:* 

9.4 The Committee shall operate, maintain and manage the cemetery.

## **RECOMMENDED ACTION:**

MOTION: That Council approve grant funding in the amount of \$12,390.00 to the Sunset House Cemetery Committee for the purchase and installation of a columbarium at the Sunset House Cemetery from Suncrest Memorials, DeBolt, Alberta, with funds to come from the Community Services Miscellaneous Grants.

## **BACKGROUND / PROPOSAL:**

The Sunset House Cemetery Committee submitted a grant application for a capital project to purchase and install a 12 niche columbarium at the Sunset House Cemetery. The Cemetery Committee would like the columbarium to be purchased and installed in the 2016 calendar year. To fulfill that timeline, Suncrest Memorials must receive the order prior to the May 31<sup>st</sup> deadline.

The Sunset House Cemetery Committee received three quotes and selected Suncrest Memorials based on the project deliverables (floating pad, stainless steel lockers, etc.) and price.

Company:	Products Included:	Includes	Includes	Price:
		Delivery:	Installation:	
	12 niche columbarium, base, concrete foundation,			
Suncrest Memorials	floating pad, and Stainless Steel lockers.	Yes	Yes	\$12,390.00
Peace Country				
Memorials	12 niche columbarium, base and the concrete pad.	Yes	Yes	\$12,000.00
Remco Memorials	12 niche columbarium with 2 vases.	Yes	No	\$10,150.00

Greenview, Alberta 1

It should be noted that Greenview's present Cemetery Bylaw has no provisions for columbariums. Administration is proposing to meet with the respective Greenview Cemetery Committees as to review and propose applicable bylaw revisions to Greenview Council.

Council has previously approved grant funding for columbariums for the Grovedale Cemetery.

The balance in the Community Services Miscellaneous Grants Budget as of May 9, 2016 is \$191,153.29.

## **OPTIONS - BENEFITS / DISADVANTAGES:**

**Options** – Council has the option to approve, alter or deny grant funding to the Sunset House Cemetery Committee for the purchase and installation of a columbarium at the Sunset House Cemetery from Suncrest Memorials.

**Benefits** – The benefit of approving the funding to the Sunset House Cemetery Committee for the columbarium project is that the cemetery will have a columbarium option available for the clients.

**Disadvantages** – There are no perceived disadvantages to approving grant funding to the Sunset House Cemetery Committee for the columbarium project.

## COSTS / SOURCE OF FUNDING:

The \$12,390.00 capital funding to the Sunset House Cemetery Committee for the columbarium will come from the Community Service Miscellaneous Grant.

## ATTACHMENT(S):

Sunset House Cemetery Committee – Capital Grant Request



## **GRANT APPLICATION**

Organization Information:				
Name of Organization:	Sunset House Cemetery Committee.			
Address of Organization:	Box 31 Sunset House, AB. TOH-3HO			
Contact Name and Phone Number:	Margaret Danylink - 780-524-2039 Treasury Kevin Petryshen - president 780-524-2288			
Position of Contact Person:	Kevin Petryshen - president 780-524-2288			
Purpose of organization:  Manage the cemet	ery in Sunset House			
What act are you registered under?	Registration No			
Grant Information:	Ji			
Total Amount Requested	Operating			
Proposed Project: One columbarium with 12 niches. We have received three quotes. The quote from Suncrest Memorials includes Stainless Steel lockers. Keyed stainless steel doors behind grante shutters. The price 12,390.00 includes delivery set up all the labour (everythind). Peace Country memorials Ital quote of 12,000+6st includes everything except the steel locker. Remco assore is 10,150 including delivery but no concrete foundation or set up also no stell Locker. Delivery for 2016 Columbarium must be concirmed by may 31st inorder Operating costs are the costs of day-to-day operations. To have it here for 2016.  Capital costs are costs more than \$2,500, which is not consumed in one year and/or those costs, which add value to property owned and operated by the organization.				

FORM A must be filled out with all grant applications. Fill out FORM B for any capital requests.



## **Additional Information:**

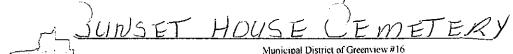
Have you previously applied for grant from the M. D. of Greenview?
Yes No
List the last two grants your organization has received from the M.D. of Greenview
1. Amount \$ Year
Purpose:
2. Amount \$ Year
Purpose:
Have you provided the M.D. of Greenview with a final completion report for grant funds received?
Yes No
If no, why has the report not been filed?
Have you applied for grant funds from sources other than the M.D. of Greenview?
Yes No
Have you received grant funds from sources other than the M.D. of Greenview?
If yes; who, purpose and amount?
Have you performed any <b>other</b> fund raising projects? If yes; what and how much was raised?



By signing this application, I/we concur with the following statements:

- The organization applying for the grants is registered with Corporate Registries or under the Societies Act;
- The grant application is complete and includes all supporting documentation, including most recent financial statement (based on legislative requirements of our organization), balance sheet, current bank balances and current year detailed operating budget or completed Form "A".
- The grant shall be used for only those purposes for which the application was made;
- If the original grant application or purposes for which the grant requested have been varied by the M.D. of Greenview Council, the grant will be used for those varied purposes only;
- The organization will provide a written report to the M.D. of Greenview within 90 days of
  completion of the grant expenditure providing details of expenses, success of project and
  significance to the ratepayers of the municipality; failure to provide such a report will result in
  no further grant funding being considered until the final report is filed and grant expenditure
  verified;
- The organization agrees to submit to an evaluation of the project related to the grant, and;
- The organization will return any unused portion of the grant funds to the Municipal District of Greenview #16 or to request approval from the Municipality to use the funds for an optional project.

Applicant Inform	action:
Name	Tammie LeBlanc
Signature	Jamme LeBlanc
Address	Box 95 Sunset House, Alberta TOH-3HO
Telephone Number	Home 780-524-2844 (ell 780-552-6575
Date May	3/2016



MARCH 16 2016

## FORM A - OPERATING

REVENUE		Previous Vear Actual 20 15	Current Year Estimates 20	Nest Year Proposal 20_
	Fees	Actual 20 15	Estiliates 20	1 Toposai 20
1. 2.	Memberships	<del></del>		
3.	Other income (please list) plots			
	Levasseur	150		
	Peterson.	150		
	Detayshen	150		
4.	Grants (please list)			
	MD. Concenuiew	1500 -		
	71131 (671.57) 6 7.55			
5.	Donations (please list)			
6.	Interest Earned	.91		
7.	Miscellaneous Income			
				·
	TOTAL REVENUE	1950.91		<del> </del>
	(add up items 1-7)			
EXPENSES				
8.	Honourariums/Wages/Benefits			
9.	Travel Expenses			
10.	Professional Development			
11.	Conferences		<u></u>	
12	Cleaning & Maintenance	924.61		<u> </u>
13.	Licensing Fees		ļ	<u> </u>
14.	Office Supplies			<del> </del>
15.	Utilities (phone, power, etc.)			<del> </del> -
16.	Rent		<del> </del>	<del></del>
17.	Bank/Accounting Charges		<del> </del>	
18.	Advertising			-
19.	Miscellaneous			
20.	Capital Purchases (please list)			
	TOTAL EXPENSES	824.61	<del></del>	
	(add up lines 8-20)		-	
	NET BALANCE			
	(subtract Total Expenses		1	
	from Total Revenue)	<u></u>	1	

Cash on Hand Current Account Balance Savings Account Balance	\$ <u>0</u> \$ <u>11,381.64</u> \$_	Operating Loans \$ Other Loans \$ Accounts Payable \$
Accounts Receivable Inventory to Dec 31, 20 Buildings Furniture/Fixtures Land Equipment	\$ \$ \$ \$ \$	Emaberh Danyloux.

<sup>\*</sup>Please submit your organization's most recent financial statement (based on your organizations legislated requirements) with the grant application.



# APPLICATION FOR GRANT FORM B - CAPITAL

Purpose for Grant (please provide full description and detailed project budget);	
(See pg. 1)	
Estimated Completion Date;	
Quotes for Project (minimum of three quotes if available. Attach additional quotes if required): (See quotes),  1Suncrest Memorial	e cattached
Amount \$ 12,390,00	
2. Peace Country Memorials Amount \$ 12,000,00 + G.S.T.	
Amount \$ 17,000,00 + 6.5.7.	
3. Remonials	

<sup>\*</sup>Please submit your organization's most recent financial statement (based on your organizations legislated requirements) with the grant application.

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## QUOTE



Suncrest Memorials

Box 306

71365 Rg Rd 264

Debolt, AB

Canada T0H1B0

P: 844-478-6273

**Business Number:** 

Order Number:

842731515

Issue Date:

SO0043 13 Apr 2016

Reference:

Sunset House Cemetery

Bill to:

Ship to:

Tammie Leblanc

Tammie Leblanc

1

4

Valleyview, AB

Valleyview, AB

Name	Quantity	Price	Total (CAD)
12 Niche Columbarium. Grey structure with black shutters. 6 niches per side.	1	6,900.00	\$6,900.00
Base for Columbarium, Grey, 54x24x3	1	1,100.00	\$1,100.00
Concrete Foundation, includes labor and concrete for a floating 4x8 pad.	1	1,600.00	\$1,600.00
Freight, delivered and installed at Sunset House Cemetery	1	800.00	\$800.00
OPTIONAL** Stainless Steel lockers. Keyed stainless steel doors behind granite shutters.	1	1,400.00	\$1,400.00

#### Notes:

Pricing includes granite columbarium, base, and all labor to deliver and install the complete unit at the Sunset House Cemetery.

Total Units	0	
Subtotal	\$11,800.00	
GST (5%)	\$590.00	
Total (CAD)	\$12,390.00	



# **REQUEST FOR DECISION**

GM:

SUBJECT: ATB – Greenview Operating Credit Limit

SUBMISSION TO: REGULAR COUNCIL MEETING

MEETING DATE: May 10, 2016

DEPARTMENT: CORPORATE SERVICES/FINANCE

FILE NO./LEGAL: File Number, Legal or N/A.

STRATEGIC PLAN:

REVIEWED AND APPROVED FOR SUBMISSION

CAO: MH MANAGER: INT

INT PRESENTER: RO

LEGAL/ POLICY REVIEW: INT

FINANCIAL REVIEW:

## **RELEVANT LEGISLATION:**

**Provincial** (cite) – *MGA* – *Section 251* 

Council Bylaw / Policy (Bylaw No. 15-749

#### RECOMMENDED ACTION:

MOTION: That Council authorize Greenview's Reeve and Chief Administrative Officer to sign the revised ATB operating credit agreement in the amount of \$5,000,000.00.

## BACKGROUND / PROPOSAL:

Greenview currently has an ATB operating credit agreement in the amount of \$10,000,000.00. Fortunately for Greenview, this line of credit has not been needed except to cover the MasterCard limit of \$200,000.00. Administration does not anticipate the need for Greenview to attain a \$10,000,000.00 credit agreement in the foreseeable future.

Therefore, based on input from ATB financial advisers, Administration is recommending that Council reduce this credit agreement limit to \$5,000,000.00. However, the new agreement has increased the MasterCard limit to \$300,000.00, which will give Administration (CAO) the ability to increase some of the manager's limits. Administration wishes to increase some of the manager's limit due to some of the managers expending their monthly credit card limit during attendance at conferences and other training events and are experiencing embracing situations of having their corporate credit card declined for authorized purchases.

This change will require a change to Bylaw 15-749 to adjust the borrowing amount.

## OPTIONS - BENEFITS / DISADVANTAGES:

**Options** – Council may decline Administration's recommendation all together and leave the credit agreement at the \$10,000,000.00. Council may decide on a different credit agreement limit.

**Benefits** – The benefits of Council approving Administration's recommendation is that it will reduce Greenview's liability and also enable ATB to have access to the other \$5M in funds to lend to other entities.

## **Disadvantages** – None at this time.

COSTS / SOURCE OF FUNDING:

## ATTACHMENT(S):

- Copy of Bylaw 15-749
- Copy of the ATB Operating Credit Agreement

Valleyview Branch 4805A - 50th Avenue Valleyview, Alberta TOH 3N0 Phone: 780-524-6403

April 6, 2016

Municipal District of Greenview No. 16 Box 1079 Valleyview, Alberta TOH 3N0

Attn: Donna Ducharme

Dear Madam:

Alberta Treasury Branches has approved and offers financial assistance on the terms and conditions in the attached Commitment Letter. This agreement amends and restates in its entirety our previous letter(s). Any borrowings outstanding under previous letter agreement(s) are deemed to be Borrowings hereunder under the related facility referenced herein.

You may accept our offer by returning the enclosed duplicate of this letter, signed as indicated below, by 4:00 p.m. mountain standard time ("MST") on or before May 6, 2016 or our offer will automatically expire. This correspondence may be executed electronically; this correspondence may be delivered by email, facsimile or other functionally-equivalent electronic means. We reserve the right to cancel our offer at any time prior to acceptance.

Thank you for your continued business Yours truly, ALBERTA TREASURY BRANCHES By: **Brett Slade** Jon Anderson Relationship Manager Director Encl. Accepted this day of , 20 **BORROWER** Municipal District of Greenview No. 16 Date Accepted: Per: Date Accepted: Per:

**ATB** Financial

Form 7514 (Rev. 03/16)

LENDER:

ALBERTA TREASURY BRANCHES

BORROWER:

Municipal District of Greenview No. 16

## DETAILS OF CREDIT FACILITIES (EACH REFERRED TO AS A "CREDIT FACILITY"):

## Credit Facility #1 - Operating Credit Facility (Revolving) - \$5,000,000.00

- is available by way of Prime-based loans.
  - Interest will be calculated from the date or dates funds are advanced on the daily outstanding principal at Prime per annum and will be payable on the last day of each month.
- is available by way of Irrevocable Standby Letter of Credit (to an aggregate maximum of \$18,240.00)
- is available by way of Alberta BusinessCard MasterCard (to an aggregate maximum of \$300,000.00)
- is to be used for daily operating requirements of Borrower.
- may be prepaid in whole or in part at any time without penalty.
- Borrower may borrow, repay and reborrow up to this Credit Facility amount above. Principal advances
  and repayments to be in the minimum sum of \$0.01 or multiples of it.
- is payable in full on demand by Lender.

#### 2. **NEXT REVIEW DATE:**

All Credit Facilities are demand facilities and are subject to review by Lender at any time in its sole discretion and at least annually. The next annual review date has been set for December 31, 2016 but may be set at an earlier or later date at the sole discretion of Lender.

## FEES:

- Renewal fee is payable annually in an amount determined by Lender
- Any amount in excess of established Credit Facilities may be subject to a fee where Lender in its sole discretion permits excess Borrowings, if any.
- For reports or statements not received within the stipulated periods (and without limiting Lender's rights by virtue of such default), Borrower will be subject to a fee of \$250.00 per month (per annual report or statement) for each late reporting occurrence.

Lender is hereby authorized to debit Borrower's account for any unpaid fees.

## 4. REPRESENTATIONS AND WARRANTIES:

Borrower represents and warrants to Lender that:

each Loan Party (other than any that are individuals) is duly incorporated or duly created, validly
existing and duly registered or qualified to carry on business in the Province of Alberta and in each
other jurisdiction where it carries on any material business;

- (b) the execution, delivery and performance by Borrower and each Guarantor (if any) of this agreement and each Security Document to which it is a party have been duly authorized by all necessary actions and do not violate its governing documents or any applicable laws or agreements to which it is subject or by which it is bound;
- the most recent financial statements of Borrower and, if applicable, any Guarantor, provided to Lender fairly present its financial position as of the date thereof and its results of operations and cash flows for the fiscal period covered thereby and, since the date of such financial statements, there has occurred no material adverse change in its business or financial condition;
- (d) each Loan Party has good and marketable title to all of its properties and assets, free and clear of any encumbrances other than Permitted Encumbrances;
- (e) Borrower has no subsidiaries

All representations and warranties are deemed to be repeated by Borrower on each request for an advance hereunder.

#### 5. REPORTING COVENANTS:

Borrower covenants with Lender that it will provide the following to Lender:

- (a) Within 120 days after the end of each of its fiscal years unconsolidated financial statements of Borrower on an audited basis and prepared by a firm of qualified accountants.
- (b) Required 30 days prior to year end, annual capital and revenue budgets
- (c) on request, any further information regarding the assets, operations and financial condition of Borrower and any Guarantor that Lender may from time to time reasonably require

## 6. **POSITIVE COVENANTS:**

Borrower covenants with Lender that:

- (a) it will pay to Lender when due all amounts (whether principal, interest or other sums) owing by it to Lender from time to time;
- (b) it will pay to Lender on demand, all legal (on a solicitor and his own client, full indemnity basis) and other costs incurred by Lender in respect of all Credit Facilities including the preparation, registration and any realization on the Security Documents and other related matters;
- (c) it will deliver to Lender the Security Documents, in all cases in form and substance acceptable to Lender and Lender's solicitor;
- (d) it will ensure that each Loan Party maintains appropriate types and amounts of insurance with Lender shown as first loss payee on any property insurance covering any assets on which Lender has security, with such other terms as Lender may require;
- (e) it will promptly advise Lender, in writing, of any significant loss or damage to the property of any Loan Party;
- (f) it will ensure that each Loan Party maintains its corporate or partnership status (if applicable) in good standing and maintains, repairs and keeps in good working order and condition all of its property and assets;

- (g) it will permit Lender at any reasonable time or times and on reasonable prior notice to enter the premises of each Loan Party and to inspect its property and operation and to examine and copy all of its relevant books of accounts and records;
- it will ensure that each Loan Party remits when due all sums owing to tax and other governmental authorities including, without limitation, any sums in respect of employees and GST, and provides proof to Lender upon request;
- it will ensure that each Loan Party complies with all applicable laws, permits and regulations including, without limitation, those relating to the environment, and obtains and maintains all necessary licenses, permits, authorizations and approvals which are required to be obtained and maintained by it in the operation of its business;

#### 7. NEGATIVE COVENANTS:

Borrower covenants with Lender that, except with the prior written consent of Lender, Borrower will not and will not permit any Loan Party to:

- (a) create or permit to exist any mortgage, charge, lien, encumbrance or other security interest on any of its present or future assets, other than Permitted Encumbrances;
- (b) sell, lease or otherwise dispose of any assets except (i) inventory sold, leased or disposed of in the ordinary course of business, (ii) obsolete equipment which is being replaced with equipment of equivalent value, and (iii) assets sold, leased or disposed of during a fiscal year having an aggregate fair market value not exceeding \$50,000.00, for such fiscal year;
- (c) provide financial assistance (by means of a loan, guarantee or otherwise) to any person other than Lender;
- (d) pay to or for the benefit of shareholders or persons associated with shareholders (within the meaning of the *Alberta Business Corporations Act*) by way of salaries, bonuses, dividends, management fees, repayment of loans or otherwise, any amount which would cause the breach of a provision hereof;
- (e) amalgamate, consolidate or merge with any person other than a Loan Party or enter into any partnership with any other person unless the partnership becomes a Loan Party hereunder and provides security in favour of Lender;
- (f) consent to or facilitate a change in the ownership of its shares without the prior written consent of Lender;
- (g) acquire any assets in or move any assets to a jurisdiction where Lender has not registered the Security Documents;
- (h) operate accounts with or otherwise conduct any banking business with any financial institution other than Lender;
- (i) enter into any commodity, currency or interest rate hedging arrangement which is not used for risk management in relation to its business but is entered into for speculative purposes;

#### 8. CONDITIONS PRECEDENT:

It is a condition precedent to each advance hereunder that, at the time of such advance, all representations and warranties hereunder must be true and there must be no default hereunder or under any Security Document. In addition, no Credit Facility will be available until the following conditions precedent have been satisfied, unless waived by Lender:

- (a) Lender is satisfied that no prior liens, mortgages, charges, encumbrances, writs or other security interests are registered against any Loan Party's assets other than as permitted by Lender;
- (b) Lender has received all Security Documents and all registrations and filings have been completed in Alberta, in all cases in form and substance satisfactory to Lender;
- (c) Borrower and Guarantor (if any) have provided all authorizations and all financial statements, appraisals, environmental reports and other information that Lender may require, including, but not limited to:
  - Credit Information and Alberta Land Titles Office Name Search Consent Form;
- (d) Lender has received payment of all fees due in respect hereof
- (e) Lender is satisfied as to the value of Borrower's and any Guarantor's assets and financial condition and each Loan Party's ability to carry on business and repay any amount owed to Lender from time to time;

#### 9. AUTHORIZATIONS AND SUPPORTING DOCUMENTS:

Borrower has delivered or will deliver the following authorizations and supporting documents to Lender:

- (a) Incorporated Municipality Agreement;
- (b) Municipal Borrowing Bylaw;
- (c) Application and Agreement for Standby Letter of Credit;
- (d) ATB Financial MasterCard Cardholder Agreement;
- (e) Municipal Prepared Borrowing Resolution;

#### 10. DRAWDOWNS, PAYMENTS AND EVIDENCE OF INDEBTEDNESS:

- (a) Borrower may cancel the availability of any unused portion of a Credit Facility on 5 Business Days' notice. Any such cancellation is irrevocable.
- (b) All interest rates specified are nominal annual rates. The effective annual rate in any case will vary with payment frequency. The annual rates of interest or fees to which the rates calculated in accordance with this agreement are equivalent are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.
- (c) If any amount due hereunder is not paid when due, Borrower shall pay interest on such unpaid amount including, without limitation, interest on interest if and to the fullest extent permitted by applicable law at a rate per annum equal to the rate payable hereunder on such amount as if it were not in arrears.
- (d) The branch of Lender (the "Branch of Account") where Borrower maintains an account and through which the Borrowings will be made available is located at Valleyview Branch, 4805A - 50th Avenue, Valleyview, Alberta TOH 3NO. Funds under the Credit Facilities will be advanced into and repaid from

account no. 879-00104055324 at the Branch of Account or such other branch or account as Borrower and Lender may agree upon from time to time.

- (e) Lender shall open and maintain at the Branch of Account accounts and records evidencing the Borrowings made available to Borrower by Lender under this agreement. Lender shall record the principal amount of each Borrowing and the payment of principal, interest and fees and all other amounts becoming due to Lender under this agreement. Lender's accounts and records constitute, in the absence of manifest error, conclusive evidence of the indebtedness of Borrower to Lender pursuant to this agreement.
- (f) Borrower authorizes and directs Lender to automatically debit, by mechanical, electronic or manual means, any bank account of Borrower maintained with Lender for all amounts payable by Borrower to Lender pursuant to this agreement. Any amount due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day and interest shall accrue accordingly.

#### 11. EVENTS OF DEFAULT:

All Credit Facilities are payable in full on demand by Lender. Without restricting the Lender's right to demand payment at any time, Lender may, by notice to Borrower, terminate any or all of the Credit Facilities and demand immediate payment and, failing such immediate payment, Lender may realize under the Security Documents as Lender thinks fit in any of the following events:

- (a) if Borrower defaults in paying when due all or any part of its indebtedness or other liability to Lender;
- (b) if Borrower or a Guarantor (if any) defaults in the observance or performance of any of its covenants or obligations hereunder or in any of the Security Documents (other than as provided under section (a) above), or in any other document under which Borrower or a Guarantor (if any) is obligated to Lender and, in any such case, the default continues after notice from Lender;
- (c) if any event or circumstance occurs which has or would reasonably be expected to have a Material Adverse Effect (as determined by Lender in its sole discretion);
- (d) if an order is made, an effective resolution passed or a petition is filed for the winding up of the affairs of Borrower or a Guarantor (if any) or if a receiver or liquidator of Borrower or a Guarantor (if any) or any part of its assets is appointed; or
- (e) if Borrower or a Guarantor (if any) becomes insolvent or makes a general assignment for the benefit of its creditors or an assignment in bankruptcy or files a proposal or notice of intention to file a proposal under the Bankruptcy and Insolvency Act or otherwise acknowledges its insolvency or if a bankruptcy petition is filed or receiving order is made against Borrower or a Guarantor (if any) and is not being disputed in good faith.
- (f) Notwithstanding anything else contained herein, in the case of default by Borrower, Lender may apply payments received during a period of default in whatever order it may elect, as between the Credit Facilities, to any interest owed thereunder, any fees or charges or any other obligations of the Borrower.

## 12. MISCELLANEOUS:

(a) If applicable, the Borrower agrees to waive the two (2) day time period for delivery of the Fair Trading Act disclosure statement. If applicable, the Borrower may notify the Lender, in writing, of the Borrower's intention to withdraw from this commitment letter within two (2) days from signing it and if the Borrower withdraws, it has the right to be relieved from any obligations under this commitment letter and receive a refund of any payments made hereunder except any of the following fees which may have been incurred by the Lender and charged to the Borrower: (i) search or registration costs paid to a registry or agent, (ii) fees for any inspection, appraisal, survey or environmental audit report obtained

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Form 7514 (Rev. 03/16)

- by the Borrower and used by the Lender, (iii) mortgage insurance premium on a high ratio mortgage and (iv) casualty insurance premium.
- (b) Within the term of each Credit Facility hereunder, the Lender may issue a renewal offer presenting various options for the renewal of such Credit Facility. Provided the Credit Facility is not then in default and the balance of the principal, interest and other sums due and payable hereunder is not paid in full, then the Credit Facility may be renewed based upon the terms and conditions in such renewal offer as selected by the Lender (in its sole discretion) and the terms and conditions of this commitment letter (as amended by such renewal offer) will otherwise continue in full force and effect.
- (c) The Lender may send the Borrower monthly statements (if applicable), notices or demands for payment to the latest address the Lender has for the Borrower in the Lender's records. Any statement, notice or demand shall be deemed to be received by the Borrower on the date received (if delivered personally) or the fifth day after the Lender has mailed it to the Borrower (if mailed). If there are multiple Borrowers hereunder, then communication to any one of them is deemed to be communication to all.
- (d) Lender, without restriction, may waive, in writing, the satisfaction, observance or performance of any of the provisions of this Commitment Letter. The obligations of a Guarantor (if any) will not be diminished, discharged or otherwise affected by or as a result of any such waiver except to the extent that such waiver relates to an obligation of such Guarantor. Any waiver by Lender of the strict performance of any provision hereof will not be deemed to be a waiver of any subsequent default and any partial exercise of any right or remedy by Lender shall not be deemed to affect any other right or remedy to which Lender may be entitled.
- (e) Where more than one person, firm or corporation signs this agreement as Borrower, each party is jointly and severally liable for any such obligation hereunder and the Lender may require payment of all such amounts from any one of them or a portion from each.
- (f) If any portion of this agreement is held invalid or unenforceable, the remainder of this agreement will not be affected and will be valid and enforceable to the fullest extent permitted by law. In the event of a conflict between the provisions hereof and of any Security Document or loan agreement, the provisions hereof shall prevail to the extent of the conflict.
- (g) All interest payable hereunder bears interest as well after as before maturity, default and judgment with interest on overdue interest at the applicable rate payable hereunder. To the extent permitted by law, Borrower waives the provisions of the *Judgment Interest Act* (Alberta).
- (h) Borrower shall indemnify Lender against all losses, liabilities, claims, damages or expenses (including, without limitation, legal expenses on a solicitor and his own client, full indemnity basis) incurred in connection with the Credit Facilities. This indemnity will survive the repayment or cancellation of any of the Credit Facilities or any termination of this agreement.
- (i) For certainty, the permission to create a Permitted Encumbrance shall not be construed as a subordination or postponement, express or implied, of Lender's Security Documents to such Permitted Encumbrance.
- (j) Time shall be of the essence in all provisions of this agreement.
- (k) This agreement may be executed in counterpart.
- (I) This agreement shall be governed by the laws of Alberta.

#### **DEFINITIONS:**

"A Locations" means Calgary, Edmonton.

"B Locations" means urban areas.

"Borrowings" means all amounts outstanding under the Credit Facilities or, if the context so requires, all amounts outstanding under one or more of the Credit Facilities or under one or more borrowing options of one or more of the Credit Facilities.

"Business Day" means a day excluding Saturday and Sunday on which Lender is open for business in Alberta.

"Cash Flow Available To Service Debt" [use this definition for business Borrowers] means, in respect of Borrower for any period, the net income of Borrower determined on a consolidated basis in accordance with GAAP; provided that (but without duplication) there shall be (i) added thereto depreciation, amortization and other non-cash charges, extraordinary expenses, any losses on disposal of fixed assets and Interest Expense and (ii) subtracted therefrom extraordinary income, gains on disposal of fixed assets, any reduction in shareholder loans and dividends declared during the period.

"Cash Flow Available To Service Debt" [use this definition for agricultural Borrowers] means Net Farming Income + Optional/Mandatory Inventory Adjustment-Previous Year – Optional/Mandatory Inventory Adjustment-Current Year + Depreciation/Capital Cost Allowance + Interest and bank charges + Extraordinary Expense - Extraordinary Income – Living Expenses (applicable to Non-Incorporated Farms) + Ending Accounts Receivable + Ending Inventory + Opening Accounts Payable – Opening Accounts Receivable – Opening Inventory – Closing Accounts Payable.

"Current Assets" means, for a day, the amount of current assets of Borrower as determined in accordance with GAAP on a consolidated basis.

"Current Liabilities" means for a day, the amount of current liabilities of the Borrower as determined in accordance with GAAP on a consolidated basis including only the Current Portion of the Long Term Debt of any Funded Debt.

"Current Portion of Long Term Debt" or "Debt" is determined based on the annual scheduled principal payments of Funded Debt required to be made in a 12 month period notwithstanding the fact that the entire portion of a demand facility may be or may not be shown as current in accordance with GAAP.

"Debt Service Coverage" means, for any period, the ratio of (i) Cash Flow Available to Service Debt, to (ii) Interest Expense and scheduled principal payments in respect of Funded Debt.

**"EBITDA"** means, for any period, net income (excluding extraordinary items) from continuing operations plus, to the extent deducted in determining net income, Interest Expense and income taxes accrued during the period and depreciation, depletion and amortization deducted for the period.

**"Equity"** means, at any time and as determined in accordance with GAAP on a consolidated basis, an amount equal to the amount of shareholders' equity of Borrower, including share capital, retained earnings and postponed advances (if postponed on terms and in a manner acceptable to Lender) but excluding advances to affiliates/shareholders, goodwill and intangible assets.

"Funded Debt" means, in respect of Borrower, all outstanding, non-postponed, interest-bearing debt (but only excluding such postponed debt if it is postponed on terms and in a manner acceptable to Lender) including capital leases (as defined according to GAAP), debt subject to scheduled repayment terms, credit card debt and letters of credit/guarantees.

"Generally Accepted Accounting Principles" or "GAAP" means generally accepted accounting principles as may be described in the Canadian Institute of Chartered Accountants Handbook.

"Good Accounts Receivable" means unencumbered accounts receivable of Borrower from Canadian [and U.S. if permitted by AFC] debtors excluding (i) bad or doubtful accounts; (ii) all amounts due from any affiliate, (iii) the entire amount of accounts, any portion of which is outstanding more than 90 days after billing date, provided that the under 90 day portion may be included where the over 90 day portion is less than 10% of the entire account, and provided that the entire account may be included where Lender has nevertheless designated the account as good, (iv) the amount of all holdbacks or contra accounts, and (v) any accounts which Lender has previously advised to be ineligible.

"Guarantor" means any persons which have provided or hereafter provide a guarantee in favour of Lender with respect to the Borrowings hereunder.

"Interest Expense" means, for any period, the cost of advances of credit during that period including actual interest charges, potential interest payable on any non-utilized portion of any revolving facility (including credit cards), the interest component of capital leases, capitalized interest, fees payable on bankers' acceptances and guaranteed notes and fees payable in respect of letters of credit and letters of guarantee.

"Interest Rate Differential" or "IRD" means the Lender's lost potential interest earnings on the Credit Facility calculated by taking the lost earnings rate and multiplying it by the amount that the Borrower prepays. The lost earnings rate is the difference between: (a) the interest rate that the Borrower is being charged at the time of prepayment (the "Borrower's Rate") and (b) the sum of: (i) the Lender's interest rate loan funding cost at the time of prepayment as determined by the Lender; and (ii) the margin rate, where the margin rate is equal to the difference between (A) the Borrower's Rate, and (B) the Lender's interest rate loan funding cost at the later of the granting of the Credit Facility and the latest renewal of the Credit Facility.

"Inventory" means unencumbered inventory of Borrower (including raw materials and finished goods but excluding work in progress) which is not subject to any security interest, encumbrance, right or claim which ranks or is capable of ranking in priority to Lender's security.

"Loan Parties" means, collectively, Borrower and all Guarantors, other than any Guarantors that are individuals.

**"Long Term Debt"** means, for a day and as determined in accordance with GAAP on a consolidated basis, all indebtedness, obligations and liabilities of Borrower which would be classified as long term debt upon a balance sheet of Borrower.

"Material Adverse Effect" refers to (i) a material adverse effect on the financial condition of Borrower or of any Guarantor, or (ii) a material adverse effect on the ability of Borrower or any Guarantor to repay amounts owing hereunder or under its guarantee in respect hereof.

"Permitted Encumbrances" means the following: (i) liens for taxes, assessments or governmental charges or by operation of law not yet due or delinquent or the validity of which is being contested in good faith, and (ii) security interests consented to in writing by Lender.

"Pre-Sold Home" means a home owned by and registered in the name of Borrower that has been sold to an arms length third party under an accepted and unconditional offer to purchase with a non-refundable deposit of at least 10% (at least 5% if the purchaser is obtaining an insured mortgage).

"Prime" means the prime-lending rate per annum established by Lender from time to time for commercial loans in Canadian dollars. Where the interest rate for a Credit Facility is based on Prime, the applicable rate on any day will depend on the Prime in effect on that day. The statement by Lender as to Prime and as to the rate of interest applicable to a Credit Facility on any day will be binding and conclusive for all purposes.

"Residential Mortgage Loan Rate" means the rate per annum established by Lender from time to time for residential mortgage loans in Canadian dollars.

"Sales" means the gross sales as reported in the Statement of Profit and Loss of Borrower's financial statement for the fiscal year.

"Sales to Equity" means, at any time, the ratio of Sales to Equity.

"Show Home" means a home owned by and registered in the name of Borrower whose primary purpose is to either house Borrower's sales office for a particular sub-division or to display the product line of Borrower. A Show Home is usually part of a show home parade and is usually not intended to be immediately sold.

"Spec Home" means a home owned by and registered in the name of Borrower that is intended to be immediately sold, but for which Borrower has not received and approved an accepted offer to purchase for the home. Removal of loans from this status must be supported by evidence of an unconditional offer to purchase with an arms length third party purchaser who has provided a non-refundable deposit of at least 10% (at least 5% if the purchaser is obtaining an insured mortgage).

"Standby Letter of Credit" means a standby letter of credit or a letter of guarantee issued by ATB or another financial institution at ATB's request

"Subsidiaries" means (i) a person of which another person alone or in conjunction with its other subsidiaries owns an aggregate number of voting shares sufficient to elect a majority of the directors regardless of the manner in which other voting shares are voted; and (ii) a partnership of which at least a majority of the outstanding income interests or capital interests are directly or indirectly owned or controlled by such person and includes a person in like relation to a Subsidiary.

"Total Debt" means, in respect of Borrower, as of the end of any fiscal quarter and as determined in accordance with GAAP on a consolidated basis and without duplication, an amount equal to (i) the amount of Current Liabilities, plus, if not already included therein, the Current Portion of Long Term Debt, plus (ii) the aggregate of (a) the amount of Long Term Debt including the Borrowings, and (b) to the extent not included in Long Term Debt, obligations with respect to prepaid obligations and deferred revenues relating to third party obligations and the amount of all obligations outstanding under a capital lease or any sale-leaseback to the extent it constitutes a capital lease and shall exclude in any event postponed advances (if postponed on terms and in a manner acceptable to Lender).

"Total Debt to Equity Ratio" means, at any time, the ratio of (i) Total Debt to (ii) Equity.

"Working Capital Ratio" also known as the "Current Ratio" means, at any time, the ratio of (i) Current Assets to (ii) Current Liabilities.



# BYLAW No. 15-749 of the Municipal District of Greenview No. 16

## A Bylaw of the Municipal District of Greenview No. 16, in the Province of Alberta,

Whereas, the Council of the Municipal District of Greenview No. 16 (hereinafter called the "Corporation") in the Province of Alberta considers it necessary to borrow certain sums of money for the purpose of current expenditures of the Corporation for its financial year commencing January 1, 2015.

**Therefore**, pursuant to the provision of the Municipal Government Act, it is hereby enacted by the Council of the Corporation as a Bylaw that:

- 1. The Corporation borrow from Alberta Treasury Branches (hereinafter called "ATB") up to the principal sum of TEN MILLION DOLLARS (\$ 10,000,000.00), repayable upon demand at a rate of interest per annum not to exceed the Prime Lending Rate from time to time established by ATB, and such interest will be calculated daily and due and payable monthly on the last day of each every month.
- 2. The Chief Elected Officer and the Chief Administrative Officer are authorized for and on behalf of the Corporation:
  - a. to apply to ATB for the aforementioned loan to the Corporation and to arrange with ATB the amount, terms and conditions of the loan and security or securities to be given to the ATB;
  - b. as security for any money borrowed from ATB
    - to execute promissory notes and other negotiable instruments or evidences of debt for such loans and renewals of all such promissory notes and other negotiable instruments or evidences of debts;
    - ii. to give or furnish ATB all such securities and promises as ATB may require to secure repayment of such loans and interest thereon; and
    - iii. to execute all security agreements, hypothecations, debentures, charges, pledges, conveyances, assignments and transfers to and in favor of ATB of all or any property, real or personal, moveable or immovable, now or hereafter owned by the Corporation or in which the Corporation may have any interest, and any other documents or contracts necessary to give or to furnish ATB the security or securities required by it.
- 3. The source or sources of money to be used to repay the principal and interest owing under the borrowing from ATB are taxes, reserves, grants, etc.

- 4. The amount to be borrowed and the term of the loan will not exceed any restrictions set forth in the Municipal Government Act.
- 5. In the event that the Municipal Government Act permits extension of the term of the loan and in the event the Council of the Corporation decides to extend the loan and ATB is prepared to extend the loan, any renewal or extension, bill, debenture, promissory note, or other obligation executed by the officers designated in paragraph 2 hereof and delivered to ATB will be valid and conclusive proof as against the Corporation of the decision of the Council to extend the loan in accordance with the terms of such renewal or extension, bill, debenture, promissory note, or other obligation, and ATB will not be bound to inquire into the authority of such officers to execute and deliver any such renewal, extension document or security.
- 6. This Bylaw shall come into force and effect upon the day of final passing.

Read a first time this 14<sup>th</sup> day of July , A.D., 2015

Read a second time this 14<sup>th</sup> day of, A.D., 2015

Read a third time and passed this 28th day of July, A.D., 2015.

RFFVF

CHIEF ADMINISTRATIVE OFFICER



# **REQUEST FOR DECISION**

SUBJECT: Fox Creek Area Development Study

SUBMISSION TO: REGULAR COUNCIL MEETING

MEETING DATE: May 10, 2016
DEPARTMENT: CAO SERVICES

FILE 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) – NA

#### RECOMMENDED ACTION:

MOTION: That Council accept the March 2016 Fox Creek Area Rural Development: Site Identification Study as submitted by ParioPlan for information as presented.

## BACKGROUND / PROPOSAL:

Council was previously provided with copies of the Fox Creek Area Rural Development: Site Identification Study for review.

The aim of the study was to identify areas within the vicinity of Fox Creek that may be suitable for industrial or residential development. An approximate radius of 30 kilometres was used. The study looked at a variety of factors including estimated costs of servicing the areas, but did not assess market conditions or viability of those areas. Other factors such as proximity to recreation, industrial developments, pipelines, wildlife sensitivity, suitability of land, and distance from pavement were looked at. The full list of considerations for industrial and residential sites begins on Page 4 of the report. As part of the project, a number of stakeholder groups were identified and consulted with. A listing of these groups is found on Page 30.

It should be noted that detailed planning elements (preparation of site plans, layouts, etc.) were outside the scope of this project.

In total, seven (7) residential sites and six (6) industrial sites, both of varying sizes were identified. Potential Industrial sites are shown in purple on the map found on Page 36. Likewise, residential sites are marked in yellow on Page 42. Using the Site Suitability Criteria (Page 32 for industrial and Page 37 for residential) these sites were ranked and the top three are listed on Page 119.

The recommended motion is for Council to adopt the Plan for information as presented. Administration is also inquiring if Council would like to investigate this project further. A first step would be assess the potential market for these sites and determine the economic viability of development using the estimated costs. Should a site or sites appear viable, Council would be required to determine the method through which the areas might be developed (public/private/combination) and allocate resources to securing the land and additional development work.

Administration believes that there is value in the project as a way of increasing Greenview's population and helping to diversify Greenview's assessment base. It would be hoped that this would also facilitate some of Greenview's shadow population to become permanent residents.

## **OPTIONS – BENEFITS / DISADVANTAGES:**

**Options** – Council may choose to accept the report for information or not.

**Benefits** – Accepting the report for information would acknowledge Council's consideration and reception of the report.

**Disadvantages** – There are no perceived disadvantages to accepting the report for information.

## COSTS / SOURCE OF FUNDING:

There are no costs association with the recommendation

## ATTACHMENT(S):

Fox Creek Area Rural Development: Site Identification Study (provided previously as a separate document due to size). Administration can produce additional copies of the document, either paper or electronic if Councillors have need.



# **REQUEST FOR DECISION**

SUBJECT: D16-016 / Eldred Ratzlaff - Fee charged for commencing development without a permit

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION MEETING DATE: May 10, 2016 CAO: MH MANAGER: SAR DEPARTMENT: CAO SERVICES GM: INT PRESENTER: LD

FILE NO./LEGAL: D16-016 – SW-1-70-26-W5 LEGAL/ POLICY REVIEW: INT

STRATEGIC PLAN: FINANCIAL REVIEW:

## **RELEVANT LEGISLATION:**

**Provincial** (cite) – MGA – 616 (b) "development" means (i) an excavation or stockpile and the creation of either of them, (ii) a building or an addition to or replacement or repair of a building and the construction or placing of any of them on, in, over or under land, (iii) a change of use of land or a building or an act done in relation to land or a building that results in or is likely to result in a change in the use of the land or building, or (iv) a change in the intensity of use of land or a building or an act done in relation to land or a building that results in or is likely to result in a change in the intensity of use of the land or building.

Land Use Bylaw 03-396 - "Single Family Dwelling means a building constructed on site, or moved onto the site in one piece or in sections intended for use as a residential building...". Section 4.2 "When Development Permits are not Required: i) Accessory Buildings which have a floor area of no great than  $14.8 \text{ m}^2$  ( $160 \text{ ft}^2$ )". Section 9.1.1 "No person shall erect any building or structure in any land use district, unless the building or structure is set back from the property line of the adjacent roadway as follows: d) All other Roads: 41 m (134 ft)."

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

#### RECOMMENDED ACTION:

MOTION: That Council direct Administration to refund the \$1000.00 development permit fee assessed to Mr. Eldred Ratzlaff for the development of a cabin on SW-1-70-26-W5.

## BACKGROUND / PROPOSAL:

Mr. Ratzlaff informed administration on January 15<sup>th</sup>, 2016 that he had moved an 18 x 30 foot cabin onto his property approximately one week prior to that date. Mr. Ratzlaff discussed with administration the size and construction of the cabin, indicating that it would be unserviced and remain on skids.

Mr. Ratzlaff was informed that a Development Permit was required and that as per Greenview's Schedule of Fees a \$1000.00 fee would be charged for commencing construction before obtaining the permit. Mr. Ratzlaff decided to pay it at that time versus being invoiced.

On March 2, 2016 a site inspection was conducted and found the setback to be approximately 37 metres, which can be approved as it was within the 10% variance limit granted under our LUB. The Development Permit for the cabin was issued March 9, 2016.

Mr. Ratzlaff attended the April 19, 2016 Committee of the Whole meeting and requested reimbursement of the \$1,000.00 fees paid for commencing development without a valid development permit. At that meeting the Committee of the Whole carried the following motion:

"That Committee of the Whole recommend to Council to waive the \$1000.00 Development Permit fee paid."

Given the recommendation made by the Committee of the Whole, this item is now being brought to Council for Council's consideration. Should Council opt to follow the Committee of the Whole recommendation, Administration would recommend the following motion:

"That Council direct Administration to refund the \$1000.00 development permit fee assessed to Mr. Eldred Ratzlaff for the development of a cabin on SW-1-70-26-W5."

## **OPTIONS – BENEFITS / DISADVANTAGES:**

**Options** – Council may choose to waive the penalties as requested by the property owner in accordance with the recommendation of the Committee of the Whole.

**Benefits** – The benefit of Council approving Administration's recommendation is that the landowner is appeared.

**Disadvantages** – One of the disadvantages of taking Administration's recommendation is that the motion of the Committee of the Whole would be overthrown. Administration feels that the perceived benefits outweigh this disadvantage in this circumstance.

COSTS / SOURCE OF FUNDING:

There are no perceived costs.

ATTACHMENT(S):

Notice of Decision Development Permit Application Summary of Events



#### MUNICIPAL DISTRICT OF GREENVIEW No. 16

4806 - 36 Avenue, Box 1079, Valleyview AB TOH 3NO T 780.524.7600 F 780.524.4307 Toll Free 1.866.524.7608 www.mdgreenview.ab.ca

#### NOTICE OF DECISION

Development Permit Applicant(s):

RATZLAFF ELDRED D RR 1 CROOKED CREEK, AB TOH 0Y0

RE: DEVELOPMENT PERMIT NO.: D16-016
LOCATION: SW-1-70-26-W5
AREA: CROOKED CREEK
LAND USE DISTRICT: AGRICULTURE
RURAL ADDRESS: 26070 TWP RD 710
DEVELOPMENT: CABIN 18 FT BY 30 FT

Development Permit File #: D16-016 has been Approved - Pending 14-day Appeal Period, subject to the following conditions:

- Access to be provided by the owner/developer at an approved location and to the standards of Greenview at the owner/developer's
  expense.
- A setback relaxation to 121 feet (37 meters) from the right-of-way of the district road is granted. The owner/developer must meet the minimum setback requirements of: a) 50 feet (15 meters) from any other property line.
- The owner/developer must contact an accredited agency to obtain all required permit(s) on behalf of Alberta Municipal Affairs, if required, including but not limited to the following: a) Building Permit; b) Electrical Permit; c) Provincial Private Sewage System Permit; d) Provincial Plumbing Permit.
- 4. No further development or construction is allowed without an approved development permit from M.D. of Greenview No. 16.
- The owner/developer is responsible for weed control. (Contact M.D. 16 Agricultural Fieldman, at (780) 524-7602 for further information).

March 09, 2016 Date of Decision March 09, 2016
Date of Issue / Notice of Decision

Signature of Development Officer

NOTE: It is the responsibility of the Applicant to meet the conditions of the approval and to obtain any necessary permits from any approval agency listed above.

#### **IMPORTANT**

**Terms of Decision** 

This permit is issued subject to the following conditions:

- (a) That the development or construction of the said land(s) shall not begin until 14 days after the Date of Issue of Notice of Decision. The applicant should be aware that this decisions may be overturned on appeal and therefore any development taking place prior to the expiry of the appeal period will be solely at the applicant's risk.
- (b) That the development or construction shall comply with the conditions of the decision herein contained or attached.
- (c) That the development or construction will be carried out in accordance with the approved plans and applications.
- (d) That this permit shall be invalid should an appeal be made against the decision. Should the Subdivision and Development Appeal Board approve the issue of this permit, this permit shall be valid from the date of decision in accordance with the condition of the Subdivision and Development Appeal Board.
- (e) This permit is valid for a period of 12 months from the date of issue or the date of an approved decision of the Subdivision and Development Appeal Board. If at the expiry of this period the development or construction has not commenced or carried out without reasonable diligence this permit shall be invalid.

Dated: March 09, 2016



#### **DEVELOPMENT PERMIT APPLICATION - FORM A**

Municipal District of Greenview No. 16

4806 – 36 Avenue, Box 1079, Valleyview AB T0H 3N0 T 780.524.7600 F 780.524.4307 Toll Free 1.866.524.7608 APPLICATION NO.

DATE RECEIVED

ROLL# 195694

www.mdgreenview.ab.ca

I / We understand that this application will only be processed if submitted in complete form and accompanied by the applicable fee. A "completed" application includes the forms completely filled out, signatures, site plan, fees and any other information the development authority deems necessary to make an informed decision.

and any other information the development author	ority deems necessary t	o make an inf	The second secon	TOV
			MUNICIPAL DIS	IHI
APPLICANT INFORMATION  NAME OF APPLICANT	NAME OF REGISTERED LANDS		PUCANOF GREENVIEW	INO:
ELDRED RATZLAFF	SAMB	OWNER OF LEASER	RECEIVI	
ADDRESS (R)	ADDRESS		JAN 1 5 20	116
CROOKED CREEK AB				
POSTAL CODE TELEPHONE (Res.) (Bus.)  TOH 040 957-2495	POSTAL CODE	TELEPHONE (Res.)	(Bus.)	=\\\/
E-MAIL A	E-MAIL:		VALLE	
LAND INFORMATION				
Legal description of proposed development site:  OTR./L.S. SEC TWP. RG. M. OR  TO 26 5	REGISTERED PLAN BLK	LOT OR	*MLL/MSL/LEASE NO.*	
Size of the proposed development:				
LENGTH   ft   WIDTH   ft   Number   m	of: ACRES OR H	HECTARES		
Description of the existing use of the land: VACANT A	ARHLAND			
DEVELOPMENT INCOMPATION AND ADDRESS OF THE PROPERTY OF THE PRO				
DEVELOPMENT INFORMATION	10. 20	/		
Describe the proposed development on the land:	IN 18×30	' CINS	ERVICED	
Check (x) any proposed development(s) not identified above:  Signs Culvert(s)/Road access po  Dwelling unit(s) Accessory structure(s) / u  Home occupation(s) Commercial or industrial	se(s)	Public Use(s) Other (specif	y)	
Indicate the proposed setback from the property line:  FRONT YARD	SIDE YARD (1)	0	DE YARD (2)	
The land is adjacent to: A Highway A D	District Road	LOC#		
	COMPLETION DATE  TAN. 16/16  D/M/Y	C. COMPI	ETED PROJECT COST	
Attached is: (a) SITE PLAN: ★Yes No (b) FLOOR PLAN: ☐ Yes ☐	No (c) CROWN LAND ACC	CESS MAP: ☐ Ye	s 🗆 No	
If located in	Crown Land area, Road	Access Map mu	st be provided.	
RURAL ADDRESS SIGNAGE				
DO YOU HAVE A RURAL ADDRESS?: YES ADDRESS:	The Sales of the	NO /		
A \$50.00 RURAL ADDRESS SIGNAGE FEE IS REQUIRED FOR NEW RESIDENTIAL DEV	/ELOPMENT.		\$50.00 FEE	
DECLARATION				
I/WE HEREBY DECLARE THAT THE ABOVE INFORMATION IS, TO	THE BEST OF MY/OUR KNOW!	EDGE FACTUAL AN	ID CORRECT	
NOTE: If the applicant is not the registered Landowner, then the Landowner(s) signature is	nd Raft	RE OF APPLICANT		
required. All Landowners MUST Date sign the application.	SIGNATURE OF REGISTERS	ED LAND OWNER	/ LEASEHOLDER	
	ISTRATIVE USE			
FEE ENCLOSED: Tes   NO AMOUNT: \$	RECEIP	т NO. <u>216</u>	115	

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



#### RIGHT OF ENTRY - FORM B

#### **Municipal District of Greenview**

4806 – 36 Avenue, Box 1079, Valleyview AB T0H 3N0 T 780.524.7600 F 780.524.4307 Toll Free 1.866.524.7608

www.mdgreenview.ab.ca

FOR AN AUTHORIZED PERSON OF MUNICIPAL DISTRICT OF GREENVIEW NO. 16 FOR THE PURPOSES OF A SITE INSPECTION OF THE LAND AFFECTED BY THE PROPOSED DEVELOPMENT APPLICATION WHICH IS ATTACHED.

I hereby give consent for an authorized person of **MUNICIPAL DISTRICT OF GREENVIEW NO. 16** to enter upon the land that is subject to a Development Application for the purposes of making a site inspection in order to evaluate the proposed development.

LEGAL DESCRIPTION OF LAND:	5W 1-70-26-W6	
OWNER'S NAME: ELDRED	RATZLAFF	PHONE: 780-957- 2496
SIGNED: <u>JANUAN</u>	5, 2016 x	blelied Raglaff
DATE:		

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

# MD of Greenview

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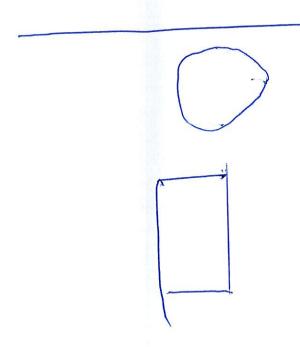
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Residence

Arena

**Ball Diamond** 

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# MENCIPAL DISTRICT OF GREENIEW N. M.

#### **MD** of Greenview

4806 - 36 Avenue P.O. Box 1079 Valleyview Alberta T0H 3N0 Telephone: (780) 524-7600



#### RECEIPT OF PAYMENT

Page 1

RATZLAFF, EDWARD RR1 CROOKED CREEK AB, T0H 0Y0 CANADA

Receipt Number: 216115

Tax Number: 136866761 RT0001

Date: January 15, 2016

Initials: WF

Balance Remaining	Amount Paid	Quantity	Description	Account / Ref. #	Туре
N/A	\$50.00	1	SW 1 70 26 W5	DEVE	General
N/A	\$50.00	1	Rural Addressing Signs	RURL	General
N/A	\$1,000.00	1	Commencing W/O Deve Permit	DFEE	General
	\$1,100.00	Subtotal:		eque Number: 000424	Che
	\$0.00	Taxes:		oquo mumbon.	0110
	\$1,100.00	Total Receipt:			
	\$1,100.00	Cheque:			
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	\$0.00	Rounding:			
	\$0.00	ount Returned:	Amo		

#### **Summary of Events**

#### D16-016 received on January 15, 2016 from Eldred Ratzlaff

#### Proposed Development: Cabin 18 feet x 30 feet located on SW-1-70-26-W5

- Eldred came to the MD Administration Office on January 15<sup>th</sup> as his neighbor had told him he required a DP for the 18 foot x 30 foot cabin he had recently moved onto his property; when asked how far it was setback from his property line, he thought it was between 30 40 meters;
- I discussed with him the size and construction of the cabin, and he indicated to me that it would remain on skids and unserviced. He also advised that he would only use it seasonally on a temporary basis when he was farming in the area to avoid the commute to and from home.
- I told him a Development Permit was required, and that pursuant to our Schedule of Fees and because the cabin had been moved onto the property prior to obtaining a Development Permit (DP), a \$1,000.00 fee would be due and could be invoiced after I conducted my site inspection or paid now. He chose to pay the fee that day versus having it invoiced.
- He valued the cabin at \$20,000.00, resulting in a \$50.00 fee payable for the DP.
- Our DP application also allows for a Rural Address Sign, which I let him know he should have installed for the purpose of emergency services, and he also paid the \$50.00 fee for the signage.
- During my sight inspection conducted March 2, 2016, I found the setback to be approximately 37 metres, which as a Development Officer I can approve as it was within the 10% variance limit granted under our LUB. When I contacted Mr. Ratzlaff to advise I would be conducting a site inspection he advised that the cabin was wired inside. No services were visible from the exterior. The nearest power line is located along Range Road 262, approximately 1.25 + miles from the cabin.
- Relevant Legislation: Land Use Bylaw Definition: "Development" means any development that is defined in the MGA 616 (b) "development" means (i) an excavation or stockpile and the creation of either of them, (ii) a building or an addition to or replacement or repair of a building and the construction or placing of any of them on, in, over or under land, (iii) a change of use of land or a building or an act done in relation to land or a building that results in or is likely to result in a change in the use of the land or building, or (iv) a change in the intensity of use of land or a building or an act done in relation to land or a building that results in or is likely to result in a change in the intensity of use of the land or building;

"Single Family Dwelling means a building constructed on site, or moved onto the site in one piece or in sections intended for use as a residential building...". Section 4.2 "When Development Permits are not Required: i)

Accessory Buildings which have a floor area of no great than 14.8 m<sup>2</sup> (160 ft<sup>2</sup>)".

Section 9.1.1 "No person shall erect any building or structure in any land use district, unless the building or structure is set back from the property line of the adjacent roadway as follows: d) All other Roads: 41 m (134 ft)."

• Due to the number of cabin-like developments dealt with in the past, DP's have been requested for similar developments across Greenview. A DP also ensures that the Land Use Bylaw is adhered to when dealing with the setback requirements from the road and other property lines.

A DP is necessary when it the development is for residential purpose, whether unserviced or on skids, or used on an occasional basis, and is required for the Rural Address sign to be issued for emergency purposes.

Pictures are attached.



Front View



East Side



**Rear View** 



From North Edge of Corralls



Taken from Gate



No Exit road past gate



#### MUNICIPAL DISTRICT OF GREENVIEW No. 16

### Manager's Report

**Function: Infrastructure & Planning** 

Submitted by: Grant Gyurkovits, General Manager Infrastructure & Planning

Date: 5/10/2016

#### **General Manager, Infrastructure & Planning, Grant Gyurkovits**

- Oil industry reviews & agreements.
- Meeting with Opus Stewart & Weir to discuss past project performance evaluations.
- 2016 capital project start-up meetings with managers.
- Meeting with Atco to discuss how Greenview can be provided with more accurate project related work estimates and how both parties could improve communication overall.

#### Manager Construction & Maintenance, Kevin Sklapsky

- Planning to resume work in early May on the Forestry Trunk Road. Projects include, completing Simonette Hill at km 9, Economy Creek Slide realignment on km 20 with continued road stabilization works in areas identified during spring break-up.
- Reviewed engineering proposals for Twp. 672 Landfill Connector Road. On April 27th WSP was selected to be the consultant for this project, they will begin on the preliminary survey, environmental, and design work stages.
- Bridgeman Services continued work on Bridge Maintenance Contract #72012-16, having completed five of the seven sites.
- We are happy Philip Alcock has accepted the position of Engineering Technologist and started on May 2,
- Received new Kello-Built Series 400 Single offset construction road builder disc on April 15, 2015 from Kellough Enterprises Inc. for \$49,140.00 with budget of \$50,000.

#### Supervisor, Facility Maintenance, Alfred Lindl

- General Maintenance on Maintenance Task List.
- Sweeped parking areas at Admin, Medical Clinic and FCSS buildings.
- Monthly inspection on Facilities.
- Check Extinguisher, check eye wash stations and First Aid Kit.
- Completed last Generator training session with Cummins in April. Facilities Maintenance will be responsible for monthly Inspection now on.
- Cleaned windows at Admin, Operations, Field Service Office, FCSS, Medical Clinic, Valleyview Fire hall,
   Grovedale Shop A&B, DeBolt and Grovedale Fire halls.

#### **Admin Building:**

- The doors on the east and west stair wells were exchanged with doors with windows for safety reasons.
- Duct cleaning of the entire system was completed.
- Trouble shooting phone system to the Call Center.

#### **Operation:**

• Completed repair on the hotsy pressure washer.

#### FCSS:

• Duct cleaning the whole system.

#### **Medical Clinic:**

- Duct cleaning the entire system.
- Had to replace the Hot Water Tank as a result of a bad water leak on the tank itself.

#### Fire Hall and Ambulance Valleyview:

• Duct cleaning the whole system.

#### Miscellaneous:

- Projects scheduled for May; electric installation in new Yard Man Shed at FSO, repairs at Regional Landfill, repairs at Lagoons and Transfer Stations, upgrade light Fixtures at Greenview Facilities, seasonal Groundskeepers Staff orientation.
- Grovedale Shop A; new proper MUA is installed, it was a project deficiency and is paid by ABTEC.
- Normal Maintenance throughout the month.

#### **Manager Operation, Gord Meaney**

#### **Tenders and Quotes:**

A light truck tender was advertised on APC and the results were as listed below. Windsor Ford of Grande Prairie was awarded the tender. The non-compliant packages did not put a bid in on all of the trucks listed in the tender package.

SUPPLIER	MAKE	TENDER PRICE	DELIVERY DATE	COMMENTS
Edmonton Motors	Chevrolet	\$134,308.00	14 – 18 weeks	Non-compliant
Doug Marshall Motor City	Chevrolet	\$257,944.00	10 – 12 weeks	Non-compliant
Windsor Ford	Ford	\$323,268.26	8 – 10 weeks	Awarded
Leduc Chrysler Ltd.	Dodge Ram	\$324,376.00	8 – 10 weeks	-
Ken Sargent GMC	GMC	\$333,484.51	July 19, 2016	-

The skid steer tender was awarded to Barda Equipment, based on compliance to Greenview's specifications. The Facility Maintenance department has a Terex skid steer in their fleet and are very happy with the performance to date.

The results are listed below.

COMPANY	MAKE	MODEL	TENDER PRICE	COMMENTS
Rocky Mountain Equipment	Case	TR320CTL	\$73,210.00	Non-compliant
Strongco	Volvo	MCT110C	\$78,837.00	Non-compliant
Grande Prairie Kubota Ltd.	Kubota	SVL95-25	\$79,950.00	Non-compliant
Douglas Lake Equipment Ltd.	New Holland	C238	\$82,350.00	Non-compliant
Strongco	Volvo	MCT125C	\$82,498.00	Non-compliant
Barda Equipment	Terex	R265T	\$88,240.00	Awarded
Brandt Tractor Ltd.	John Deere	329E CLT	\$93,700.00	-
Finning Canada	Cat	277D-2	\$98,350.00	-

Gravel quotes were requested for supply and to date only one has been awarded. This was awarded to Wapiti Gravel in the amount of \$1,253,000.00 from their Grovedale Pit 33 adjacent to Greenview's West Grovedale Pit in lieu of close proximity and price. Three more contracts are being reviewed, after site visits and truck haul distances and cost are evaluated these contracts will eventually be awarded as well.

#### **East Sector**

- Received ditch side clean-up applications and awarded to qualified organizations.
- Received dust control applications and completed maps for road supervisor.
- Compiled information for audit regarding gravel inventory.
- Continuing to work with the new Diamond system and incorporating information into it.

- The last of the road bonds were completed.
- A contracted road sweeper was used in Ridgevalley. All other locations were done with our loader and broom.
- Gravel roads are being prepared for calcium chloride application.
- An additional storage tank was installed on a temporary basis in the Valleyview stockpile site for calcium chloride.
- Sign repair and installations are on-going.
- Beaver control is on-going.

#### **West Sector**

- Received ditch side clean-up applications and awarded to qualified organizations.
- Received dust control applications and completed maps for road supervisor.
- A contracted road sweeper was used in Grovedale, Debolt and on the Simonette Bridge. All other locations were done with our loader and broom.
- The Debolt Fire hall stub road was completed.
- Grading operation is on-going.
- Pickled sand was hauled to the shed from Grande Prairie.
- Beaver control is on-going.
- Additional storage tanks for calcium chloride were installed at the Smoky Pit, Km. 70 and Km. 121 on the FTR.
- Sign repair and installation are on-going.

#### Shop

- Continuous training on the Snap-On Diagnostic System.
- Continuous training on Work Tech.
- Regular repairs and maintenance on all fleet equipment and vehicles.
- Driver orientation to pre-use inspection checklist has been started.

#### Manager Environmental Services, Gary Couch

#### **Water and Distribution**

#### **Tenders and Quotes:**

#### **Crooked Creek Water Point and Little Smoky Distribution System**

Ten (10) bids were received and opened at the Associated Engineering Edmonton office at 2:00 pm on April 8<sup>th</sup>, 2016.

TENDERERS	TOTAL TENDER AMOUNT (EXCLUDING G.S.T.)	COMPLIANT
Green Acre Venture	\$878,956.70	Yes
Mainline Construction	\$899,957.00	Yes
Directional Mining And Drilling	\$937,310.00	Yes
Glen Armstrong	\$963,912.00	Yes
Tri-Line Contracting	\$1,000,394.00	Yes
Option Excavating Inc.	\$1,044,811.21	Yes
Dechant Construction	\$ 1,121,154.73	Yes
Weaver Welding	\$1,193,920.00	Yes
Urban Underground	\$1,242,351.02	Yes
Northern Road Builders	\$1,693,570.00	Yes

The low bid was submitted by Green Acre Ventures Ltd located in Grande Prairie, Alberta and have been in business for 8 years, based on reference checks provided in their proposal. Green Acre Ventures Ltd has the experience, equipment and resources to successfully execute this project.

The capital budget of \$2,500,000.00 for the Crooked Creek Water Point and Little Smoky Distribution System will be reduced by the awarded tendered amount of \$879,956.70.

#### **Ridgevalley Water Treatment Plant Upgrades**

The Request for Proposal for the Reverse Osmosis Equipment Proponent was by invitation only. A total of Five (5) invitations where sent out however only three (3) bids were received and opened at the Associated Engineering Edmonton office at 11:00 am on March 29<sup>th</sup>, 2016.

TENDERERS	TOTAL TENDER AMOUNT (EXCLUDING G.S.T.)	COMPLIANT
Sapphire Water International Corp.	\$359,549.00	Yes
Culligan of Canada ULC	\$627,559.00	Yes
ADI Water Solutions Ltd.	\$690,000.00	Yes

The low bid was submitted by Sapphire Water International Corp.

Invitations were sent to Culligan Grande Prairie and DWG Process Supply Ltd, however these firms did not submit bids.

The capital budget of \$3,400,000.00 for the Ridgevalley Water Treatment Plant Upgrades will be reduced by the awarded tendered amount of \$359,549.00.

- The pump test for Grovedale water Test well #1 started May 3rd. Greenview hired a local contractor to clear topsoil, as the site was not drying fast enough for equipment to enter site.
- Flushing hydrants in Debolt, Ridgevalley, and Valleyview Rural water systems.
- Finalizing Valleyview rural water line study
- Completing water point usage survey to send to residents regarding.
- Work continues updating utility by-laws.
- Completed the decommissioning of the old water points and are ready to demolish.

#### Wastewater

- We had a sewer blockage in DeBolt recently which resulted in an excavation to determine the issue.
   The blockage was on the private property side and the invoice for the work will be forwarded to the owner. While on site a cleanout was installed on the property line, as per our standards, to simplify future concerns and maintenance.
- Added a camera to the Sturgeon Heights Lagoon to assist with monitoring and enforcement.
- Adding Enzymes to wastewater as part of our maintenance program for the warmer months.
- -Consultants working on design for installation of septage receiving station for Grovedale Lagoon and turn around area.
- Updating Schedule of Fees for sewer rates and to include septage dumping charges.

#### **Solid Waste**

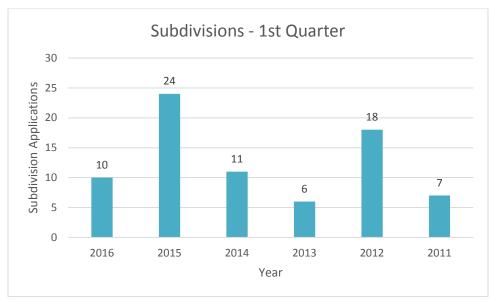
- Working on fencing quotes for Transfer stations and have already started replacing old pipe gates with sliding gates as part of our capital improvements.
- Completed surveying and geotechnical work for Sturgeon Heights Transfer Station upgrade.
- Electric fencing has been activated at the respective landfills for the season.
- Litter picks by area non-profit groups have started.

#### Manager Planning & Development, Sally Rosson

- The Citizen's Panel reviewed proposed changes to Greenview's Draft Land Use Bylaw (LUB) was held on April 27, 2016. Urban Systems met with other Department Staff for input into the LUB. Planning Staff have made recommended changes to the draft LUB.
- Municipal Development Plan Public Hearing scheduled on May 24, 2016 at 10 am. Currently, we
  have received only one public inquiry regarding Confined Feeding Operations (CFO) and have
  contacted Natural Resources Conservation Board (NRCB) for updated information regarding CFO's in
  Greenview.
- Draft Grovedale Area Structure Plan We will be reviewing the draft document once it's received on May 5, 2016. Due to the revised contractor's schedule, the Citizen Panel meeting of May 12, 2016 will be re-scheduled.
- Since our last report that was submitted to Council as of April 29, 2016, we have received new applications: 3 Business License Applications; 28 Development Applications; 3 Lease Referrals; 3 Land Use Amendment and 4 Subdivision Applications.

• The Planning & Development Department's quarterly activity comparison from 2011 to 2016 has been provided for Council's review. Based on the information provided, the charts identify our development activity remains steady in 2016 for a total of 93 Development Permit Applications; 10 Subdivisions and 6 Land Use Amendment Applications. We may not surpass, our record breaking year in 2014 which we had received a total of 298 Permits (including 143 Industrial, 112 Residential and 43 Commercial developments), 24 Subdivisions in 2014 and 6 equal Amendments in previous years.









#### MUNICIPAL DISTRICT OF GREENVIEW No. 16

# Manager's Report

**Function:** Community Services

Submitted by: Dennis Mueller, General Manager Community Services

Date: 5/5/2016

#### **General Manager Community Services, Dennis Mueller**

- A meeting was held with selected Greenview staff to review their roles associated with implementing the Greenview Emergency Response Plan.
- The Multiplex is on schedule and within budget.
- A Multiplex Meeting will be held this month to review the proposed sponsorship package.
- Administration would like to meet with Greenview Cemetery Committees to review the present bylaw and address any operational concerns.

#### Agricultural Services Manager, Quentin Bochar

Technical Large Animal Emergency Rescue Workshop

The Technical Large Animal Emergency Rescue Workshop was held in Grande Prairie April  $20^{th} - 21^{st}$  and was sponsored by Alberta Farm Animal Care (AFAC). The Agriculture Services Department has worked in partnership with Protective Services to source the materials required to acquire new Greenview Livestock Emergency Trailers. In response to a request from AFAC the Agriculture Department brought a livestock trailer to the workshop for participants to view. The response from the attendees was very enthusiastic and positive.

#### **Agriculture Department 2016 Preparations**

• The Agriculture department has hired the required seasonal staff; sourced and ordered the approved 2016 capital expenditures; and finalized the plan of action for the vegetation management activities for the 2016 season.

#### Green View Family and Community Support Services (FCSS) Manager, Lisa Hannaford

#### • Volunteer Appreciation Dinners

Green View FCSS hosted 2 Volunteer Appreciation dinners in 2016. In Valleyview over 220 people attended the dinner, with 60 people being nominated for volunteer contributions. In Grovedale over 85 people attended, and 16 volunteer appreciation nominations were received. Both events were successful and attendance continues to grow each year. Ninety two percent of the participants were in agreement that the volunteer appreciation event makes them feel recognized for what they do. Comments from participants included," you provide a great opportunity for the busy volunteers to connect with each other." "Terrific evening". "Before today I knew there were quite a few programs that Green View FCSS facilitates, but not nearly this many, impressive".

#### Northwest Spring Regional Meeting

Green View FCSS is hosting the Northwest Spring Regional meeting at the Paradise Inn and Suites on May 18<sup>th</sup> & 19<sup>th</sup>. Various individuals involved with FCSS programs in the region will be attending. Green View FCSS staff and board members are encouraged to attend.

#### **Protective Services Manager, Jeff Francis**

#### Grovedale Public Service Building

The paving contract for the Grovedale Public Service location was awarded and will commence approximately May 15<sup>th</sup>. The inside of the building is near completion and commissioning of the building is expected mid to end of June.

#### DeBolt Public Service Building

Construction on the DeBolt Public Service building is approximately 4 weeks behind the progress on the Grovedale Public Service building. Paving at the DeBolt site is scheduled to begin mid to end of May. The contractor has been informed that the ratepayer barbeque will be held at the new facility on July 26<sup>th</sup> and with that knowledge confirmed that the project will be complete prior to this date.

#### Enhanced Policing Position in Grovedale

On February 3, 2016 Greenview's Enhanced Police position was reassigned to other duties due to personal issues. The Grande Prairie Rural Detachment advertised for a new member to fill the vacancy and were successful, however, the member chosen was on another watch and cannot be relieved from that watch until mid-May.

#### • Grande Cache Water Tender

At this time capital project PS15007, Grande Cache water tender, is nearing completion. The predelivery inspection took place on April 21<sup>st</sup> and 22<sup>nd</sup> at the factory and it was determined that the new tender is built to Greenview's specifications. Delivery of the unit is expected approximately May 15<sup>th</sup>.

The tender will be made available for Council's inspection during the Grande Cache ratepayer barbeque in June.

#### Accreditation and Certification Advisory Council

The Fire Services Coordinator, Derian Rosario, has been invited to sit on the Accreditation and Certification Advisory Council to the Office of the Fire Commissioner (ACAC). The ACAC provides end user feedback on initiatives and information on new issues and challenges pertaining to certification and training of emergency services personnel in Alberta. Members of the council are selected by the Office of the Fire Commissioner on the basis of each member's expertise and background.

#### Joe Software

The project to implement the safety specific computer system from Joe Software is in progress. The project kick off meeting was held on April 11, 2016. The second segment will proceed throughout April with the "Marshal" installation and testing. It is anticipated that an information session with Joe Software representatives will take place during the All-Staff Day on May 9<sup>th</sup>, 2016. The last segment will include testing and training on the system with Greenview being online for June 2, 2016.

#### Contract with Northern Lakes College

Greenview has contracted with Northern Lakes College to ensure staff receive the accredited training, and have the option to schedule the training during a convenient selected time. Training courses are offered at Greenview to comply with OHS (Occupational Health and Safety) legislation and to support continuous improvement to the safety program.

#### Effective Supervision Course

The Effective Supervision course being offered this year is an example of a continuous improvement initiative. The course is projected to improve leadership and communication for staff that direct work. Great supervisors know how to adapt their leadership style to match the needs of the employee and situation to achieve desired results. The intended result of the effective supervision course is to positively impact safety through clear communication, and will be well suited to address the risks and circumstances that sometimes occur with new, seasonal and younger workers. OHS and WCB (Workers' Compensation Board) identifies that new and younger workers are a high risk statistic for injuries.

#### Internal Training Programs

With the assistance of Derian Rosario, Greenview will be adding two internal training programs: respiratory fit testing and fire extinguisher training. In attempts to reduce training costs, internal and external group training are offered in May when the seasonal staff are hired.

#### Hearing Conservation Program

The Hearing Conservation Program for Greenview is in progress and will be implemented in 2016. The Safety Officer has been recertified as an Audiometric Technician through Grant MacEwan University. With this certification Greenview can conduct formal internal hearing tests in a convenient and cost effective manner. The conducting of formal hearing tests complies with the Occupational Health and Safety requirements. The Safety Officer's recertification as an Audiometric Technician will benefit

Greenview with the ability to identify potential noise hazard areas, train staff and effectively prevent injuries related to noise overexposure.

#### **Recreation Services Manager, Adam Esch**

#### Community Walking Trails

Administration has received mostly positive feedback from the general community of DeBolt regarding the concept location for a community walking trail. Administration is now engaging landowners in DeBolt to obtain any comments or concerns

Administration is meeting with a small group of Valleyview community stakeholders on May 17<sup>th</sup> to discuss walking trails within and around the town of Valleyview.

#### • Small Recreation Developments

Administration is continuing stakeholder meetings surrounding potential small recreation developments. An RFD and recommendation will come forward to Council for specific project approval prior to undertaking development initiatives.

#### • Johnson Park Update

The application for lease is currently being reviewed by various provincial departments for a final examination of the proposal. If no further requirements are identified a decision by the Province will be made regarding approval or denial of the lease application. After approval Administration will file development permit applications for all proposed 2016 developments.

#### Grande Cache Lake Day Use Area

The Grande Cache Lake Day Use Area lease is formally being transitioned from the Town of Grande Cache to Greenview. The Town of Grande Cache is acting as the interim caretaker for the site as well as the Southview Recreation Area, until a formal maintenance contract is awarded for the Day Use areas.

#### Grande Cache Dinosaur Tracks

Administration attended a stakeholder meeting regarding the future of the dinosaur tracks at the Grande Cache Coal mine. A presentation regarding the scientific significance of the tracks at the coal mine was made as well as a presentation that displayed the success of the Dinosaur Discovery Gallery located in Tumbler Ridge, B.C. The group, which included representatives from the coal mine, are currently exploring options to open the site to display the tracks to tourists. This may also allow the tracks to be studied easier as well as help to educate the public on their significance.



#### MUNICIPAL DISTRICT OF GREENVIEW No. 16

# Manager's Report

**Function: Corporate Services** 

Submitted by: Rosemary Offrey, General Manager Corporate Services

Date: 5/10/2016

#### **General Manager Corporate Services, Rosemary Offrey**

The 2015 Financial Statement and Financial Information Returns are still in progress. Administration requested a submission extension from Municipal Affairs. The plan is to complete these, present to Council at the May 24th meeting and submit to Municipal Affairs by June 1, 2016.

A number of the organization staff participated in the Questica budgeting module training for 3 half days. The sessions went well. They recorded the sessions to share the information with us and there is online help as well. I have a bit of tweaking to complete the security set up for the module and all should go well when the time comes.

Administration needs to advise Council that we discovered a slight variance of \$295.00 (overage) in the 2016 education tax included in the 2016 Tax Bylaw. The annual bylaw does allow for these variances to be adjusted in the subsequent year.

The 2016 tax and assessment notices are being mailed on Friday, May 6<sup>th</sup>. The staff outdid their own record by completing the envelope stuffing in one and a half days! Way to go Team!

An offer has been made to a candidate who applied to the Finance Officer - Financial Reporting position. If the person accepts, the start date is set for June 6<sup>th</sup>.

#### Finance & Administration Manager, Donna Ducharme

Greenview's Finance & Administration Manager took a long overdue vacation the first two weeks of April. She continues to work with the Audit team coordinating the 2015 Audit review. As well as insuring/registering any new

vehicles/equipment and the normal day to day activities along with the constant requests that come up every day. She is currently off for medical reasons until May 16<sup>th</sup>.

#### **Human Resources - Recruitment, Sandra Rorbak**

Positions filled since last report: 1) Economic Development Officer; 2) Engineering Technologist; 3) Equipment Operator/Truck Driver – Grovedale; 4) Problem Wildlife Officer; 5) Grande Cache Community Coordinator; and, 6) the Seasonal Hires including: 7 - Weed Inspectors (3 new and 4 returnees), 5 - Vegetation Control Technicians (returnees), 1 - Recreation Inventory Assistant (new), 1 - Outdoor Recreation Facility Maintenance (new), 8 – Mowing and Brushing Crew staff (returnees), 2 - FCSS Summer Programmers (1 returnee and 1 new), 1 - Yard Man (returnee) and 3 – Groundskeeper/Labourers (new).

Positions at offer stage: Finance Officer, Financial Reporting

The open positions include: 1) Administrative Support – Agricultural Services/Fleet/Health&Safety, 2) Communications Assistant (interviews in progress) 3 Executive Assistant, Corporate Services and 4) the Utility Operator position.

Open 2016 Seasonal positions: 1) Fire Technician, 2) FCSS Support Coordinator,

There has been no employee exits since last report.

#### **Information Systems, Shane Goalder**

Shane reviewed the RFP for the Aerial Photography Services 2016, completed the request for decision for Council presentation. The successful proponent is GeodesyGroup Inc. He supervised the work on Greenview's wireless network capital project. Microwave transmitter dishes installed on the FSO tower.

He assisted the FCSS team by setting up the audio/visuals for the Volunteer Appreciation Dinner at the Valleyview Community Hall. He created access for four new employees and prepared IT equipment for the 26 seasonal employees.

Shane worked with PCIT to roll out a number of computers with a single operating system image, this saved time in configuring the equipment. He provides daily IT support as required.





# CAO's Report

**Function:** CAO

April 12, 2016 Date:

Submitted by: Mike Haugen

#### **Town Infrastructure Audit**

The draft document has been sent to each of Valleyview, Fox Creek, and Grande Cache. Each Town has information to fill in before a final document may be produced. It was originally thought that this project would cost in the area of \$700,000.00 - \$750,000.00 if all three Towns participated. Since the time of that estimate Administration has found similar projects and believes that the original estimate may be low. Possibly significantly low. A final price will not be known until after responses are received; however, the data from the audits will be extremely valuable to us and the Towns. Some of the final pricing is dependent upon data that the Towns themselves may or may not already have.

#### **Provincial Budget – Carbon Pricing**

Staff has done a quick review regarding the impact that the Province's new Carbon Tax may have. The tax begins in 2017. Municipalities are not exempt from the tax and the rate structures are as follows:

#### Carbon Levy Rates – Major Fuels

Type of Fuel	January 1, 2017 Rate (\$20/tonne)	January 1, 2018 Rate (\$30/tonne)
Diesel	5.35 ¢/L	8.03 ¢/L
Gasoline	4.49 ¢/L	6.73 ¢/L
Natural Gas	1.011 \$/GJ	1.517 \$/GJ
Propane	3.08 ¢/L	4.62 ¢/L

Source: Alberta Treasury Board and Finance

Sourced from <a href="http://www.alberta.ca/climate-carbon-pricing.cfm">http://www.alberta.ca/climate-carbon-pricing.cfm</a> on May 6, 2016

It is expected that this will cost Greenview approximately \$45,000.00 in 2017 before rising to \$67,000.00 in 2018.

#### **Geothermal Study**

I have been contacted by the University of Alberta regarding the geothermal study of which Greenview is a part. There are several sites within Greenview that show promise and more information is forthcoming.

The researchers are also scheduling a workshop on their findings for some time in September.

#### **Staff Breakfasts**

Staff breakfasts for 2016 are being held again with Grovedale being the most recent. The event is intended for Staff outside the main office to interact with each other, as well as myself and the managers. The Staff outside of the main office do not always have the opportunity for this interaction and because of the nature of their positions, attendance at Social Committee events is sometimes difficult. I believe the breakfasts are appreciated by the Staff. We generally hold them monthly, alternating between Valleyview and Grovedale.

#### **Away**

I will away from May 16<sup>th</sup> to May 20<sup>th</sup> inclusive attending the Society of Local Government Managers Conference. The conference stream that I will be attending is on "Performance Leadership: Facilitating and Coaching". After this program I will be rejoining the main conference which has workshops on a number of topics including leadership, ethics, general information sessions, and more.

#### **Upcoming Dates:**

May 10"	Meeting between Fox Creek and Greenview Councils
May 16 <sup>th</sup> -20 <sup>th</sup>	CAO attending Society of Local Government Managers Conference
June 2 <sup>nd</sup> -5 <sup>th</sup>	Federation of Canadian Municipalities
June 14 <sup>th</sup>	Valleyview Community BBQ
June 21st	Grande Cache Community BBQ
June 22 <sup>nd</sup>	Greenview Golf Tournament
July 19 <sup>th</sup>	Grovedale Community BBQ
July 22 <sup>nd</sup>	DeBolt Community BBQ