

MUNICIPAL DISTRICT OF GREENVIEW No. 16

REGULAR COUNCIL MEETING AGENDA

Monday February 26, 2018		9:00 AM Council Char Administration Bu	
#1	CALL TO ORDER		
#2	ADOPTION OF AGENDA		1
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		3.2 Business Arising from the Minutes	
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#10	CORRESPONDENCE		
#11	IN CAMERA	 Grande Yellowhead Meeting Proposal TransCanada Update Rising Above Invitation Capture the North Photo Contest Grande Prairie Chamber of Commerce Red Willow Players – Thank You The Status of the Human Footprint 	
		11.1 Disclosure Harmful to Intergovernmental Relations (FOIPP; Section 21)	
#12	ADJOURNMENT	11.2 Privileged Information (FOIPP; Section 27)	

Minutes of a

REGULAR COUNCIL MEETING MUNICIPAL DISTRICT OF GREENVIEW NO. 16

M.D. Administration Building,

Valleyview, Alberta, on Tuesday, February 12, 2018

1: **CALL TO ORDER**

Reeve Dale Gervais called the meeting to order at 9:01 a.m.

PRESENT Reeve

> **Deputy Reeve** Councillors

Shawn Acton Winston Delorme

Roxie Rutt Bill Smith Dale Smith Les Urness

Dale Gervais

Tom Burton

Chief Administrative Officer ATTENDING

> General Manager, Corporate Services General Manager, Community Services General Manager, Infrastructure & Planning **Communications Officer Recording Secretary**

Mike Haugen Rosemary Offrey **Dennis Mueller**

Grant Gyurkovits Diane Carter Lianne Kruger

ABSENT

#2: **AGENDA** MOTION: 18.02.63. Moved by: COUNCILLOR ROXIE RUTT

That Council adopt the February 12th, 2018 Regular Council Agenda as presented.

CARRIED

#3.1 REGULAR COUNCIL **MEETING MINUTES** MOTION: 18.02.64. Moved by: DEPUTY REEVE TOM BURTON

That Council adopt the minutes of the Regular Council Meeting held on Monday

January 22nd, 2018 as amended.

CARRIED

BUSINESS ARISING FROM MINUTES

3.2 BUSINESS ARISING FROM MINUTES:

PUBLIC HEARING

4.0 PUBLIC HEARING

There were no Public Hearings scheduled.

Councillor Dale Smith entered the meeting at 9:30 a.m.

#5 DELEGATIONS **5.0 DELEGATIONS**

5.1 CANADIAN ASSOCIATION OF PETROLEUM PRODUCERS PRESENTATION

CAPP PRESENTATION

MOTION: 18.02.65. Moved by: COUNCILLOR SHAWN ACTON

That Council accept the update on the state of the oil and natural gas industry from the Canadian Association of Petroleum Producers for information, as

presented.

CARRIED

#6 BYLAWS 6.0 BYLAWS

There were no Bylaws presented.

#7

OLD BUSINESS

7.0 OLD BUSINESS

There was no Old Business presented.

#8

NEW BUSINESS

8.0 NEW BUSINESS

8.1 ADDITIONS AND REMOVAL OF BANK ACCOUNTS SIGNING AUTHORITY

SIGNING AUTHORITY

MOTION: 18.02.66. Moved by: COUNCILLOR ROXIE RUTT

That Council remove former Council members Dave Hay and George Delorme

from the list of signing authorities for Greenview's bank accounts.

CARRIED

SIGNING AUTHORITY

MOTION: 18.02.67. Moved by: DEPUTY REEVE TOM BURTON

That Council add Council members Shawn Acton and Winston Delorme as signing

authorities to the list of signing authorities for Greenview's bank accounts.

CARRIED

8.3 COUNCIL CHAMBER UPGRADES

COUNCIL CHAMBER UPGRADES

MOTION: 18.02.68. Moved by: COUNCILLOR BILL SMITH

That Council authorize Administration to award the contract for Council

Chamber equipment upgrades to AVI-SPL Canada Limited at a cost of \$71,693.36

with funds to come from the Information Systems 2018 Capital Budget.

Reeve Gervais recessed the meeting at 10:07 a.m. Reeve Gervais reconvened the meeting at 10:18 a.m.

SOUTH PEACE REGIONAL ARCHIVES PRESENTATION

MOTION: 18.02.69. Moved by: COUNCILLOR SHAWN ACTON

That Council accept the update from South Peace Regional Archives as

presented, for information.

CARRIED

8.2 ASSESSMENT YEAR MODIFIERS

ASSESSMENT YEAR **MODIFIERS**

MOTION: 18.02.70. Moved by: COUNCILLOR DALE SMITH

That Council direct Administration to write Municipal Affairs Shaye Anderson, and copy AUMA, AAMD&C, Treasury Board, the Premier of Alberta and the Minister of Energy a letter stating Council's concerns regarding the decision to maintain the 2016 Assessment Year Modifiers as the 2017 Assessment Year

Modifiers.

CARRIED

8.4 PEDESTRIAN SAFETY RIDGEVALLEY SCHOOL

PEDESTRIAN SAFETY

MOTION: 18.02.71. Moved by: COUNCILLOR ROXIE RUTT

That Council accept the information regarding pedestrian safety within the

school zones of the Hamlet of Ridgevalley for information, as presented.

CARRIED

8.5 TRI-MUNICIPAL INDUSTRIAL PARTNERSHIP FUNDS

TMIP

MOTION: 18.02.72. Moved by: COUNCILLOR WINSTON DELORME

That Council authorize Administration to transfer \$47,193.26 from the Contingency Reserve Fund to the 2018 Tri-Municipal Industrial Partnership

Budget.

CARRIED

8.6 SPONSORSHIP - ELECTED OFFICIALS ECONOMIC DEVELOPOMENT **TRAINING**

ELECTED OFFICIALS **FCONOMIC** DEVELOPMENT TRAINING

MOTION: 18.02.73. Moved by: COUNCILLOR ROXIE RUTT

That Council provide lunch sponsorship in the amount of \$1,000.00 to the Economic Developers Association of Alberta for the Alberta's Elected Officials Course to be held February 23, 2018 in Grande Prairie, with funds to come from

the Council Budget.

8.7 VALLEYVIEW PETROLEUM ASSOCIATION – SPONSORSHIP REQUEST

VALLEYVIEW PETROLEUM ASSOCIATION

MOTION: 18.02.74. Moved by: COUNCILLOR DALE SMITH

That Council approve Supper Sponsorship in the amount of \$500.00 to the Valleyview Petroleum Association for the March 9, 10, 11 Bonspiel, with funds to

come from the Community Service Miscellaneous Grant.

CARRIED

8.8 POLICY 1018 EXPENDITURES AND DISBURSEMENT

POLICY 1018

MOTION: 18.02.75. Moved by: COUNCILLOR ROXIE RUTT

That Council approve Policy 1018 "Expenditures and Disbursement" as

recommended by the Policy Review Committee.

CARRIED

8.9 POLICY 1024 SPECIAL OCCASION MESSAGES

POLICY 1024

MOTION: 18.02.76. Moved by: DEPUTY REEVE TOM BURTON

That Council approve the revised "Special Occasion Messages" policy number

1024 as recommended by the Policy Review Committee.

CARRIED

8.10 POLICY 2009 SMOKE FREE WORK PLACE

POLICY 2009

MOTION: 18.02.77. Moved by: COUNCILLOR DALE SMITH

That Council approve the revised "Smoke Free Workplace" policy number 2009

as recommended by the Policy Review Committee.

CARRIED

8.11 REVISED POLICY 4004 EQUIPMENT CONTRACTOR REGISTRY

POLICY 4004

MOTION: 18.02.78. Moved by: COUNCILLOR WINSTON DELORME

That the Council approve Policy 4004 "Equipment Contractor Registry" with the suggested modifications listed as Change 1 and Change 2 in the Background as

presented.

MOTION: 18.02.79. Moved by: COUNCILLOR LES URNESS

That Council table motion 18.02.78. pending a meeting consisting of Council, Administration and Contractors regarding the Equipment Contractor Registry.

Reeve Gervais recessed the meeting at 12:08 p.m. Reeve Gervais reconvened the meeting at 1:06 p.m.

Councillor Dale Smith did not return to the meeting after the recess.

8.12 CAO/MANAGERS' REPORTS

CAO REPORTS

MOTION: 18.02.80. Moved by: DEPUTY REEVE TOM BURTON That Council accept the CAO Report for information, as presented.

CARRIED

#9
COUNCILLORS
BUSINESS &
REPORTS

9.1 COUNCILLORS' BUSINESS & REPORTS

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

WARD 8

COUNCILLOR BILL SMITH updated Council on his recent activities, which include:

Agriculture Services Board Meeting

Farm Tech Conference

Alberta Association of Municipal Districts & Counties Zone 4 District Meeting

WARD 6

DEPUTY REEVE TOM BURTON updated Council on his recent activities, which

include:

Water North Coalition Meeting
DeBolt Library Board Meeting

Community Planning Association of Alberta Meeting

IAP2 Decision Makers Workshop

Tri-Municipal Industrial Partnership Meeting

Policy Review Committee Meeting

Ribbon Cutting of the Greenview Regional Multiplex

Alberta Association of Municipal Districts & Counties Zone 4 District Meeting

WARD 7

COUNCILLOR ROXIE RUTT updated Council on her recent activities, which include:

Grande Spirit Foundation Meeting

IAP2 Decision Makers Workshop

Tri-Municipal Industrial Partnership Meeting

Community Education Committee Meeting

Alberta Association of Municipal Districts & Counties Zone 4 District Meeting

Ribbon Cutting of the Greenview Regional Multiplex

REEVE'S REPORT: 9.1 REEVE'S REPORT:

WARD 2 REEVE DALE GERVAIS updated Council on his recent activities, which include:

Grande Prairie Hospital Foundation South Peace Regional Archives

Alberta Association of Municipal Districts & Counties Zone 4 District Meeting

Ribbon Cutting of the Greenview Regional Multiplex.

WARD 4 COUNCILLOR SHAWN ACTON updated Council on his recent activities, which

include:

Regular Council Meeting.

WARD 3 COUNCILLOR LES URNESS updated Council on his recent activities, which

include:

Ribbon Cutting of the Greenview Regional Multiplex.

Valleyview & District Library Board Meeting
Tri-Municipal Industrial Partnership Meeting

Policy Review Committee Meeting

WARD 1 COUNCILLOR WINSTON DELORME updated Council on his recent activities,

which include:

Regular Council Meeting

WARD 5 COUNCILLOR DALE SMITH updated Council on his recent activities, which

include:

Clubroot Information Meeting

Agriculture Services Board Meeting

Policy Review Committee Meeting

Heart River Housing Foundation Meeting

Alberta Association of Municipal Districts & Counties Zone 4 District Meeting

Ribbon Cutting of the Greenview Regional Multiplex.

9.0 MEMBERS BUSINESS

MOTION: 18.02.81. Moved by: COUNCILLOR SHAWN ACTON

That Council accept the Members Business Reports as information.

#10 CORRESPONDENCE

10.0 CORRESPONDENCE

MOTION: 18.02.82. Moved by: DEPUTY REEVE TOM BURTON

That Council accept the correspondence for information, as presented.

CARRIED

#11 IN CAMERA

11.0 IN CAMERA

IN CAMERA

MOTION: 18.02.83. Moved by: COUNCILLOR LES URNESS

That the meeting go to In-Camera, at 2:10 p.m., pursuant to Section 197 of the Municipal Government Act, 2000, Chapter M-26 and amendments thereto, and Division 2 of Part 1 of the Freedom of Information and Protection of Privacy Act, Revised Statutes of Alberta 2000, Chapter F-25 and amendments thereto, to

discuss Privileged Information with regards to the In Camera.

CARRIED

FOIPP SECTION 27

11.1 PRIVILEGED INFORMATION

(FOIPP; Section 27)

FOIPP SECTION 19

11.2 CONFIDENTIAL EVALUATIONS

(FOIPP; Section 19)

FOIPP SECTION 21 11.3 DISCLOSURE HARMFUL TO INTERGOVERNMENTAL RELATIONS

(FOIPP; Section 21)

OUT OF CAMERA

MOTION: 18.02.84. Moved by: COUNCILLOR LES URNESS

That, in compliance with Section 197(2) of the Municipal Government Act, this

meeting come Out of Camera at 2:35 p.m.

CARRIED

MOTION: 18.02.85. Moved by: REEVE DALE GERVAIS

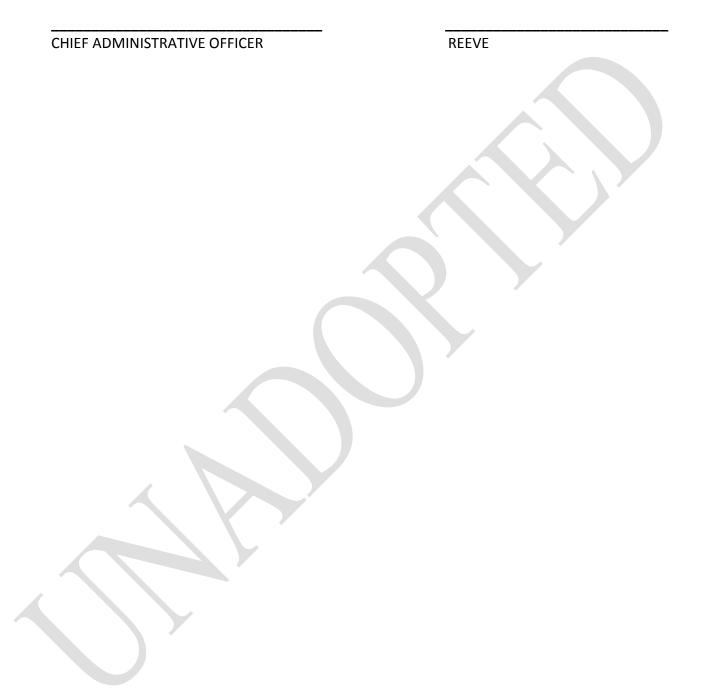
That Council direct administration to seek a progress report from Terrapin.

CARRIED

12.0 ADJOURNMENT

#12 ADJOURNMENT MOTION: 18.02.86. Moved by: COUNCILLOR ROXIE RUTT

That this meeting adjourn at 2:40 p.m.





SUBJECT: Watino River Boat Association Presentation

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION

MEETING DATE: February 26, 2018 ACAO: DM MANAGER: DEPARTMENT: CAO SERVICES GM: PRESENTER:

STRATEGIC PLAN: Level of Service

RELEVANT LEGISLATION:

Provincial (cite) - N/A

Council Bylaw/Policy (cite) - N/A

RECOMMENDED ACTION:

MOTION: That Council accept the presentation from the Watino River Boat Association regarding a boat launch for information, as presented.

BACKGROUND/PROPOSAL:

The Watino River Boat association is looking for financial support to build a boat launch at Watino along the Smoky River. The area in which the boat launch is proposed is not within the MD of Greenview.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of accepting the presentation is to confirm receipt of the presentation from the Watino River Boat Association.

DISADVANTAGES OF THE RECOMMENDED ACTION:

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

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to not accept the recommended motion for information.

FINANCIAL IMPLICATION:

There are no financial implications to the recommended motion.

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

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Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

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

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Staff will inform the group of Council's decision.

ATTACHMENT(S):

None



SUBJECT: Land Use Bylaw 17-779

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION MEETING DATE: February 26, 2018 CAO: MH MANAGER: SAR DEPARTMENT: PLANNING & DEVELOPMENT GM: GG PRESENTER: LL

STRATEGIC PLAN: Development

RELEVANT LEGISLATION:

Provincial (cite) – Municipal Government Act, RSA 2000, M-26 Sections 636 – 644.

Council Bylaw/Policy (cite) - N/A

RECOMMENDED ACTION:

MOTION: That Council give Second Reading to the Land Use Bylaw 17-779.

MOTION: That Council give Third Reading to the Land Use Bylaw 17-779.

BACKGROUND/PROPOSAL:

Greenview retained Urban Systems on August 25, 2015, as a consultant to complete the review of Greenview's Land Use Bylaw 2017. Greenview's existing Land Use Bylaw was adopted in 2003 and had been amended periodically since its adoption.

The review of the existing Bylaw started with public workshops and open houses, as well as sessions involving Council and the Citizen's Panel that focused on identifying ways to address new challenges related to subdivision, development and land use. As a result of those sessions, the following goals emerged and have been incorporated into the draft Bylaw:

- Provide a "user-friendly" document that is easy to use
- Increase clarity and certainty for landowners
- Provide redefined, comprehensive land use districts
- Provide clear, easy to find information
- Provide fairness and procedural clarification
- Respond to new land use and development trends
- Clarify requirements and expectations
- Provide clear, easy to find mapping

Public engagement played a role throughout the Land Use Bylaw process, with Administration attending several community events to allow citizens to comment on the proposed changes to the Bylaw.

Following First Reading that was given on June 27, 2017, and a Public Hearing was held on August 22, 2017. An additional Open House was held at the Sturgeon Heights Hall on November 27, 2017, following

comments received at the Public Hearing.

Council reviewed the Bylaw at the Committee of the Whole Meeting on December 18, 2017, with the following proposed changes from Administration:

- Change Conservation Country Residential (CCR) district and updated the purpose to Country Residential Three (CR-3) to better reflect the development intent of that district.
- Set a maximum number of recreational vehicles for non-commercial use be allowed on private properties without a development permit, and that the maximum number of recreational vehicles be determined by land use district, parcel size and whether or not a parcel is noted within the Sturgeon Lake Area Structure Plan.
- Revised definition of 'Accommodation, Clustered Leisure.'
- New use and definition of 'Craft Brewery and Distillery.'
- Added regulations for Campgrounds.

Council reviewed the Bylaw at the Regular Council Meeting on January 22, 2018, and tabled the Bylaw until after Council could meet with Administration to review the Bylaw. Administration meet with Council on February 14, 2018, and the following changes were made:

- Added "permanent" to swimming pools in Section 5.12.1 (g) and (h)
- Removed "barbed wire will be redistricted in CR-1 District to the side and rear year parcel lines"
- Changed minimum height for trees to 1,000mm (39.37 in) in Section 5.19.2 (f)
- Removed "A minimum calliper width of 60 mm (2.36 in.) measured at 450 mm (17.72 in.) from ground level" from Section 5.19.2
- Changed minimum size for development permit requirements for fabric covered buildings to 15.0 m² (161.5 ft²) to correlate with accessory buildings sizes
- Removed "A suite is not permitted in conjunction with the keeping of boarders or the operation of a bed and breakfast" from Section 5.23.1
- Added a maximum of eight (8) customers per day to Section 5.24.1
- Removed Country Residential One and Country Residential Two from Section 6.1.2
- Added Country Residential One and Country Residential Two to Section 6.1.3
- Increased trailer size to 12.2 m (40.0 ft.) in Sections 6.1.2 and 6.1.3
- Increased storage of trailers to two (2) in Section 6.1.3
- Added "Shipping Containers" as a permitted use in all Districts.
- Added "Recreation, Indoor" and "Recreation, Outdoor Passive" as a permitted use in the Institutional (INS) District
- Minor grammar and vocabulary revisions

Administration is confident that the revisions to the Land Use Bylaw have responded to the majority of the comments received by the ratepayers and by Council, and is recommending that Council give Second and Third Readings to the Bylaw.

BENEFITS OF THE RECOMMENDED ACTION:

1. To complete the Land Use Bylaw adoption process and to ensure the Bylaw is finalized.

DISADVANTAGES OF THE RECOMMENDED ACTION:

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

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative table the Land Use Bylaw for further discussion and revisions.

FINANCIAL IMPLICATION:

The related costs to finalize the Land Use Bylaw have been provided in the Planning and Development Budget. **Direct Costs:** Estimated amount of \$110,000.

Ongoing / Future Costs: In approximately 10 (ten) years there will be additional costs associated with the review of the Land Use Bylaw.

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Consult

PUBLIC PARTICIPATION GOAL

Consult - To obtain public feedback on analysis, alternatives and/or decisions.

PROMISE TO THE PUBLIC

Consult - We will keep you informed, listen to and acknowledge concerns and aspirations, and provide feedback on how public input influenced the decision.

FOLLOW UP ACTIONS:

Administration will update the website with the adopted Land Use Bylaw.

ATTACHMENT(S):

- Schedule 'A' Land Use Bylaw
- Schedule 'B' Bylaw 17-779



Municipal District of Greenview No. 16

DRAFT

Land Use Bylaw

No. 17-779, 2018







WHEREAS Council wishes to repeal Bylaw No. 03-396, 2003, "Municipal District of Greenview No. 16 Land Use Bylaw", as amended and wishes to adopt a new land use bylaw pursuant to Section 692 of the *Municipal Government Act*.

AND WHEREAS Council has held a Public Hearing pursuant to Section 230 of the *Municipal Government Act*.

NOW THEREFORE Council of the Municipal District of Greenview No. 16, in open meeting, hereby enacts as follows:

- 1. This Bylaw may be cited as the "Municipal District of Greenview No. 16, Bylaw No. 17-779, 2018".
- 2. The following schedules attached hereto are hereby made part of this Bylaw and adopted as the land use bylaw for the Municipal District of Greenview No. 16:
 - a) Schedule A (Land Use Bylaw Text)
 - b) Schedule B (Land Use Bylaw Maps)
- 3. If any section, subsection, sentence, clause, phrase or map in this Bylaw is for any reason held to be invalid by the decision of any court or competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder.
- 4. The "Land Use Bylaw No. 17-779, 2018" is hereby adopted as the "Land Use Bylaw of the Municipal District of Greenview No. 16'. This Bylaw shall come into force and effect upon the date of final passing.

Read for a first time the	<u>27th</u> day of <u>June,</u> 2017
Read for a second time the	day of 2018
Read for the third time and passed on the	day of 2018
"Original Signed by Reeve"	"Original Signed by Chief Administrative Officer"

Bylaw No.	Date of Adoption	Purpose of Amendment

SCHEDULE A

Land Use Bylaw

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1.0 GENERAL

1.1 Purpose

1.1.1 The purpose of this Bylaw is to regulate the use and development of land and buildings within the Municipal District of Greenview No. 16 (hereafter called "Greenview").

1.2 Application of Bylaw

1.2.1 Unless otherwise specified in this Bylaw or provincial legislation, the provisions of this Bylaw apply to all land and buildings within Greenview.

1.3 Units of Measurement

1.3.1 The standard of measurement used in this Bylaw is metric, and any reference to imperial measure is for convenience. Where measurements are stated in both metric and imperial units, and for any reason clarification is sought, the metric unit shall apply.

1.4 Reference Material

1.4.1 Materials found in brackets within this Bylaw are for reference only and do not form part of the bylaw.

1.5 Applicable Regulations

- 1.5.1 This Bylaw sets out the minimum regulations applicable to a situation.
- 1.5.2 Where this Bylaw sets out two or more regulations that could apply to a situation, the most stringent regulation shall apply.

1.6 Compliance with Other Legislation

1.6.1 Compliance with this Bylaw does not exempt a person from complying with the requirements of any federal, provincial or municipal legislation and any easement, covenant, agreement or contract affecting development.

1.7 Severability

1.7.1 If any section, subsection, sentence, clause or phrase of this Bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, the invalid portion must be severed and the decision that it is invalid shall not affect the validity of the remaining portion of this Bylaw.

2 ADMINISTRATION

2.1 Development and Subdivision Authority

- 2.1.1 The position of the Development Authority is established in accordance with appropriate sections of the *Municipal Government Act*.
- 2.1.2 The Development Authority for Greenview shall perform duties in accordance with the *Municipal Government Act*, the Subdivision and Development Regulation and the Development Authority Bylaw.
- 2.1.3 For administration of this Bylaw, Council hereby delegates responsibility to:
 - a) Any Greenview employee designated as the Development Authority; or,
 - b) Any other person specifically delegated in writing as having the authority to make a decision on development permit applications.
- 2.1.4 The position of Subdivision Authority is established in accordance with appropriate sections of the *Municipal Government Act*.
- 2.1.5 The Municipal Planning Commission (MPC) of Greenview shall act as the Development Authority for those uses listed in Land Use Districts as Discretionary Uses.
- 2.1.6 The Development Authority of Greenview shall act as the Development Authority for those uses listed in Land Use Districts as Permitted Uses.
- 2.1.7 Any person applying for a development permit or affected by an order may appeal to the appropriate appeal body.

2.2 Land Use Bylaw Amendment Applications

- 2.2.1 An application to amend this Land Use Bylaw may be made in writing to Greenview by:
 - a) The owner of a parcel or site; or,
 - b) The agent for the owner of a parcel or site.
- 2.2.2 The application shall be made on a form prescribed by Greenview, which shall be completed and accompanied by all required information, in accordance with Greenview's policies and procedures in this Bylaw.
- 2.2.3 A completed application shall require the following:

- a) A non-refundable processing fee as identified in Greenview's Schedule of Fees Bylaw;
- b) A copy of the Certificate of Title for the lands affected;
- c) Owner authorization and, where applicable, an applicant signature;
- d) A written statement to describe and justify the proposal;
- e) A map with dimensions indicating the affected site, and its relationship to existing land uses within an 804.0 m (2640 ft.) radius of the boundaries of the site;
- f) Advertising fees, if applicable;
- g) Any additional reports, drawings or studies that may be required, in order to prepare, evaluate and make a recommendation concerning the proposed amendment, including but not limited to: effects on land use, traffic, the environment, underground and above ground utilities such as telephone, cable, hydro, water, sewer, and other municipal services and facilities; and,
- h) Such additional information as the Development Authority may require.
- 2.2.4 The Development Authority may refuse to process a bylaw amendment application if:
 - a) Information required for a completed application is not provided;
 - b) The quality of the information provided is inadequate to properly evaluate the application;
 - c) The Development Authority determines that the application does not conform to an applicable Statutory Plan in this case, the applicant may be required to submit a complete application, fee and required plans to amend the applicable Statutory Plan prior to an application to amend this Bylaw being considered as complete; or,
 - d) The Development Authority determines that an Area Structure Plan is required in accordance with the Municipal Development Plan or Greenview policy in this case, the applicant may be required to submit an Area Structure Plan prepared in accordance with Greenview policy prior to considering the application to amend this Bylaw as complete.
- 2.2.5 Once an application is considered complete, the application shall be processed and an investigation and analysis of the potential effects and impacts of the proposal will be undertaken.
- 2.2.6 Upon receipt of a complete application, and in accordance with the *Municipal Government Act*, Municipal Development Plan, this Bylaw and other Greenview policies and procedures, the application:
 - Shall be referred to the Greenview administration for drafting a proposed Land Use Bylaw Amendment; and

- b) Shall be referred to Council for first reading and to establish a date for a public hearing to be held prior to second reading.
- 2.2.7 The Development Authority may refer an amendment application to any agency in order to receive comment and advice.
 - a) The Development Authority will give written notice of the application to the assessed owner(s) of the parcel and any adjacent landowners;
 - b) Where the affected land is within 3.2 km (2.0 miles) of a municipal boundary, the adjacent municipality will be notified of the proposed amendment; and,
 - c) Where the Development Authority determines that additional parcels may be affected by an application to amend this Bylaw, notices of the Public Hearing shall be mailed to the owner(s) of those parcels.
- 2.2.8 For an application to amend this Bylaw, a Notice of a Public Hearing shall be made in accordance with the *Municipal Government Act* and shall be published once a week for two consecutive weeks in at least one local newspaper circulating in Greenview. This notice will appear no less than (5) five business days before the date of the public hearing. This notice shall contain:
 - a) The legal description of the land;
 - b) The purpose of the proposed amending bylaw;
 - The one or more places where a copy of the proposed amending bylaw may be inspected by the public during regular office hours;
 - d) The one or more dates, places, and times that Council will hold a public hearing on the proposed amending bylaw;
 - e) A map showing the location of any subject parcel to which the amendment application may apply; and,
 - f) An outline of the procedures to be followed by anyone wishing to file a petition in respect of the public hearing.
- 2.2.9 Where the Development Authority determines that additional parcels may be affected by an application to amend this Bylaw, notices of the Public Hearing shall be mailed to the owner(s) of those parcels.
- 2.2.10 Council, after considering any representations made at the Public Hearing, may:
 - a) Pass the proposed amendment;

- b) Make such changes as it considers necessary to the proposed amendment if any, and proceed to pass the proposed amendment; or,
- c) Defeat the proposed amendment.
- 2.2.11 Council, on its own initiative, may proceed to undertake an amendment to this Bylaw.
- 2.2.12 When an amendment application has been refused pursuant to this Bylaw, the submission of another application for an amendment on the same parcel of land for the same or similar use shall not be accepted until (6) six months after the date of refusal.

3 DEVELOPMENT PERMITS

3.1 Control of Development

- 3.1.1 Land, buildings, structures or signs in Greenview may only be developed or used in conformity with the uses in the applicable Land Use District and all the regulations in this Bylaw except for legal non-conforming buildings, uses or as approved by the Development Authority or the Subdivision and Development Appeal Board (SDAB).
- 3.1.2 No development or portion thereof shall be located on or over municipal lands, municipal road rights-of-way or municipal easements without the prior written consent of Greenview, which consent Greenview is not obligated to provide.
- 3.1.3 A person is responsible for complying with the requirements of other Greenview bylaws, policies, easements, covenants, conservation agreements, development agreements, or provincial or federal statutes or regulations.

3.2 Permits Required

3.2.1 Except when a development permit is not required, no person shall commence, or carry on, or cause to allow to be carried on, any development or use unless a development permit has first been issued pursuant to this Bylaw, and the development or use is in accordance with the terms and conditions of the permit.

3.3 Permits Not Required

- 3.3.1 The following developments and uses shall not require a development permit provided they conform to all provisions of this Bylaw:
 - a) Those uses or developments exempted by provincial or federal legislation;
 - b) The completion of a building which was lawfully under construction at the date of the adoption of this Bylaw provided that the building is completed in accordance with the terms of any permit granted in respect of it and subject to the conditions to which such permit was granted;
 - c) Utility services underground or in registered rights-of-way;
 - d) The temporary use of a building, in relation with a federal, provincial or municipal election, referendum or census;

- e) Works of maintenance or repair of any building, provided that such works do not include structural alterations or renovations over 50% of the value of the building above its foundation;
- f) Internal alterations, external maintenance, or repair of any building provided that the use, intensity, height, or gross floor area of the building does not change;
- g) The construction and maintenance of gates, fences, walls or other means of enclosure less than 1.8 m (5.9 ft.) in height;
- h) A temporary building, the sole purpose of which is incidental to the erection or alteration of a permanent building, for which a development permit has been issued provided it is removed within thirty (30) days of project completion;
- i) Farm buildings for agricultural use on parcels in A-1 and A-2 Districts.
 - Development permits are required for dwelling units and related accessory buildings, as well as specific agricultural operations as defined in this Bylaw.
- j) Accessory buildings which have a floor area of no greater than 15.0 m² (161.5 ft²);
- k) Any signage for which approval from Alberta Transportation is required;
- On-site landscaping;
- m) Non-enclosed Decks which are less than 1.0 m (3.3 ft.) from ground level;
- n) Fences for the following purposes do not require a development permit:
 - i. Livestock windbreak fences less than or equal to 3.6 m (11.8 ft.) in height;
 - ii. Livestock confinement fences less than or equal to 3.6 m (11.8 ft.) in height;
 - iii. Fences for sports-related purposes less than or equal to 4.0 m (13.1 ft.) in height; and,
- o) One temporary on-site sign not exceeding 1.0 m² (10.8 ft²) in area or 1.5 m (4.9 ft.) in height and intended for:
 - i. Advertising the sale or lease of a dwelling unit or property;
 - ii. Identifying a construction or demolition project for which a development permit has been issued; or,

- iii. Identifying a political or charitable campaign.
- p) One permanent on-site sign intended for use as:
 - i. A commemorative plaque of a non-advertising nature; or,
 - ii. The identification of a farm residence or the advertising of farm products.
- q) Accessory to residential uses:
 - Minor development not exceeding 2.0 m (6.6 ft.) in height, where there is an
 existing dwelling unit. This includes, but is not limited to a barbeque, composting
 bin, garbage enclosure, lawn sculpture, privacy screen or bird feeder;
 - ii. Pergola;
 - iii. Satellite dish;
 - iv. Unenclosed steps, landings or stairs (at grade);
 - v. Sun shelters over a deck or a patio;
 - vi. Air conditioning unit;
 - vii. Solar collectors attached to a building;
 - viii. Light standard or flagpole when located on a parcel containing a single detached dwelling unit;
 - ix. Decorative pond or water feature less than 0.6 m (2.0 ft.) in depth
 - x. Private play structures; or
 - xi. Seasonal holiday decorations.
- r) Demolition of a building or structure;
- s) A change of tenancy within an existing premise in a Commercial or Industrial District where:
 - i. The Development Authority is satisfied that the existing development permit is valid, current and the approval conditions are being fulfilled; and,
 - ii. The change in use is from a permitted or discretionary use to a permitted use within the applicable District.
- t) Clock towers, monuments, sculptures or federal, provincial or municipal flags and their support structures, as well as other similar aesthetic enhancements;
- u) A Wind Energy Conversion System, Minor where mounted to a roof or attached to an accessory building in accordance with the following provisions:

- i. One Wind Energy Conversion System, Minor per parcel;
- ii. The total height shall not project 3.0 m (9.8 ft.) beyond the top of the roofline of building or exceed the maximum height regulation of the applicable District; and,
- iii. No nuisance shall extend beyond the property boundary.
- v) Shipping containers used for temporary storage for no longer than six (6) months during a renovation or moving process, provided it complies with this Bylaw;
- w) Shipping containers in A-1 and A-2 Districts;
- x) Temporary/transient sales which are located on a parcel within a Commercial District where there is a principal building. This includes but is not limited to food product sales, Christmas tree sales, flower sales, or windshield repair; and,
- y) Work camps established for oil and gas drilling rigs.

3.4 Development Permit Application

- 3.4.1 An application for a development permit may be made in writing to Greenview by:
 - a) The owner of a parcel or site; or,
 - b) The agent for the owner of a parcel or site.
- 3.4.2 The application shall be made on a form prescribed by Greenview, which shall be completed and accompanied by all required information, in accordance with Greenview policies and procedures in this Bylaw.
- 3.4.3 A completed application shall require the following (where applicable):
 - a) A non-refundable processing fee as identified in Greenview's Schedule of Fees Bylaw;
 - b) A copy of the Certificate of Title for the lands affected;
 - c) Owner authorization and, where applicable, an applicant signature;
 - d) A dimensioned site plan showing:
 - i. Legal description of subject property and all abutting properties;
 - ii. Front, rear and side yards, if any;
 - iii. Any provisions for off-street loading, parking and access;

- iv. Identification of all right-of-ways and easements within and abutting the subject property;
- Identification of all abutting roads, highways and frontage roads, and any existing and/or proposed access to the site;
- vi. Location of all existing and proposed services;
- vii. Identification of all drainage courses and/or proposed storm drainage plans;
- viii. Landscape plan in accordance with section 5.19;
- ix. The extent of existing treed areas and an indication of which trees are proposed for removal; and
- x. North arrow, scale and date of the drawing.
- e) A dimensioned floor plan and elevations;
- f) A written statement to describe and justify the proposal;
- g) For a new building larger than 47 m² (500 ft²) or an alteration to an existing building that will result in a building larger than 47 m² (500 ft²), confirmation in writing from the Alberta Energy Regulator (AER) of the location or absence of any abandoned wells within the parcel, unless such information was previously provided one year prior to the application date:
- h) The estimated commencement and completion dates;
- i) The estimated cost of the project or contract price;
- j) A non-refundable processing fee as set from time to time by resolution of Council;
- k) Any additional reports, drawings or studies that may be required, in order to prepare, evaluate and make a recommendation concerning the proposed development, including but not limited to: effects on land use, traffic, the environment, underground and above ground utilities such as telephone, cable, hydro, water, sewer, and other municipal services and facilities; and.
- I) Such additional information as the Development Authority may require.

3.5 Complete Development Permit Application

3.5.1 The Development Authority shall, within twenty (20) days after the receipt of an application for a development permit, determine whether the application is complete. This time period may be extended by an agreement in writing between the applicant and the Development Authority.

- 3.5.2 An application is complete if, in the opinion of the Development Authority, the application contains the documents and other information necessary to review the application.
- 3.5.3 If the Development Authority determines that the application is complete, the Development Authority shall, prior to the expiry of the twenty (20) day review period or extended review period, issue to the applicant a written acknowledgement that the application is complete, indicating:
 - a) The date the application was received and deemed complete;
 - b) Confirmation the Development Authority will begin processing the application; and
 - c) The date the forty (40) days to process the application expires.
- 3.5.4 If the Development Authority determines that the application is incomplete, the Development Authority shall, prior to the expiry of the twenty (20) day review period or extended review period, issue to the applicant a written notice, indicating:
 - a) The application is deemed incomplete;
 - A detailed list of the outstanding documents and/or information required by the Development Authority in order for the application to be deemed complete;
 - c) The date which the required outstanding documents and/or information must be submitted to the Development Authority, as either set out in the notice or as agreed upon by the applicant and the Development Authority.
- 3.5.5 If the Development Authority determines that the information and documents required by the Development Authority pursuant to s. 3.5.4 are complete, the Development Authority shall, within the time prescribed by the Development Authority or as agreed upon by the applicant and the Development Authority, issue to the applicant an acknowledgement in writing that the application is complete, indicating:
 - a) The date the application was received and deemed complete;
 - b) Confirmation the Development Authority will begin processing the application; and
 - c) The date the forty (40) days to process the application expires.
- 3.5.6 If the applicant fails to submit all the outstanding information and documents required by the Development Authority pursuant to s. 3.5.4 on or before the date prescribed by the Development Authority or as agreed upon by the applicant and the Development Authority, the application is deemed to be refused.

- 3.5.7 If an application is deemed to be refused under this s. 3.5, the Development Authority shall issue to the applicant a notice in writing that the application has been refused and the reason for the refusal.
- 3.5.8 Notwithstanding the Development Authority has issued an acknowledgement that the application is complete, the Development Authority may, in the course of reviewing the application, request additional information or documentation from the applicant that the Development Authority considers necessary to review the application.
- 3.5.9 If the Development Authority does not make a determination as to the completeness of an application within twenty (20) days, or within an alternative timeframe agreed upon between the applicant and the Development Authority, the application is deemed complete.

3.6 Development Permit Processing

- 3.6.1 Once an application is considered complete, the application shall be processed and an investigation and analysis of the potential effects and impacts of the proposal will be undertaken.
- 3.6.2 Upon receipt of a complete application, the Development Authority may refer the application to:
 - a) Other Greenview departments for review and comments; and,
 - b) Any agency in order to receive comment and advice.

3.7 Development Authority Discretion

- 3.7.1 If a proposed use of land or a building is not listed as a "Permitted Use" or "Discretionary Use" in the Bylaw, the Development Authority has the discretion to determine that the proposed use is similar in character and purpose to a use listed under that Land Use District and may issue a development permit for the proposed use as a Discretionary Use.
- 3.7.2 In making a decision on an application for a use listed under the "Permitted Uses" column in a Land Use District, the Development Authority shall:
 - a) Approve, with or without conditions, a development permit application where the proposed development conforms with this Bylaw; or,
 - b) Refuse a development permit application if the proposed development does not conform to this Bylaw.
- 3.7.3 In making a decision on a development permit application for a use listed as a "Discretionary Use" in the subject Land Use District, the Development Authority:

- a) Approve the application with or without conditions, either permanently or for a limited period of time; or,
- b) Refuse a development permit application if the proposed development does not conform to this Bylaw.

3.8 Variances

- 3.8.1 The Development Authority may issue a development permit granting a variance of a requirement of this Bylaw provided the proposed development would not, in the opinion of the Development Authority
 - a) Unduly interfere with the amenities of the neighbourhood; and,
 - b) Materially interfere with or affect the use, enjoyment or value of neighbouring properties.
- 3.8.2 In the case of permitted uses, should an appropriate case be made, the Development Authority may allow a variance not exceeding 10% to any regulations.
- 3.8.3 The Development Authority shall specify in its approval records the type and extent of any variance granted in a development permit approval.

3.9 Conditions

- 3.9.1 The Development Authority shall require that as a condition of issuing a development permit, the applicant enter into a Development Agreement with Greenview in accordance with the *Act* to:
 - a) Construct, or pay for the construction of a road required to provide access to the development;
 - b) Install or pay for the installation of public utilities, other than telecommunications systems or works, that are necessary to serve the development;
 - c) Pay for an off-site levy or development levy imposed by bylaw; and,
 - d) Any other requirement the Development Authority deems necessary.
- 3.9.2 Greenview may register a caveat pursuant to the provisions of the *Act* and the *Land Titles Act* in respect of an agreement between the applicant and Greenview against the Certificate of Title for the land that is the subject of the development. The caveat shall be discharged when the agreement has been complied with.

3.10 Notifications

3.10.1 A development permit for a Permitted Use without a variance is considered to have been issued on the Notice of Decision Date. All other development permits are considered to have been issued when notice is first published in a newspaper as per the requirements of this Bylaw. All development permits come into effect twenty-one (21) days after the date of issuance unless appealed. Where an appeal has been filed with the SDAB, no development shall be commenced pursuant to the development permit until all appeals are finally determined and the issuance of the development permit has been upheld

3.11 Appeals

- 3.11.1 The Subdivision and Development Appeal Board (SDAB) shall perform such duties and follow such procedures as specified in the Act and the SDAB Bylaw.
- 3.11.2 If the Development Authority issues a Discretionary Use, development permit, with or without conditions, or a Permitted Use development permit with a variance, the decision may be appealed to the SDAB by the applicant by serving the prescribed form of appeal with reasons for the appeal on the SDAB Secretary within twenty-one (21) days from the Notice of Decision Date as per the MGA and by an affected party by serving the prescribed form of appeal with reasons for the appeal on the SDAB Secretary within twenty-one (21) days from the date when notice is first published in a newspaper as per the requirements of this Bylaw.
- 3.11.3 When an Appeal Notice has been served on the SDAB Secretary with respect to a decision to approve an application for a development permit, the development permit shall not be effective until:
 - a) The decision on the development permit has been sustained by the SDAB; or,
 - b) The Secretary has received written notification from the appellant that the appeal has been withdrawn.
- 3.11.4 If the decision to approve a development permit application is reversed by the SDAB, the development permit shall be null and void.
- 3.11.5 No appeal may be made respecting the issuance of a development permit for a Permitted Use unless the provisions of this Bylaw were relaxed, varied or misinterpreted.
- 3.11.1 Applications for permission to appeal the decision of the SDAB shall be made to the Alberta Court of Appeal in accordance with MGA on a question of law or jurisdiction within thirty (30) days of the SDAB decision.

3.11.2 The SDAB shall give its decision in writing together with reasons for the decision within fifteen (15) days of concluding the hearing.

3.12 Enforcement

- 3.12.1 If a development or use of land or buildings is not in accordance with:
 - a) The Act or the Regulations;
 - b) A development permit or subdivision approval; or
 - c) The Municipal Development Plan, an Intermunicipal Development Plan, an Area
 Structure Plan, a Conceptual Scheme, the Land Use Bylaw or the Land Use Regulations,

the Development Authority may take such action as specified in this Bylaw and/or in the Municipal Government Act.

- 3.12.2 Nothing in this Bylaw diminishes or in any way affects the powers of a Development Authority to issue Orders for Compliance or in any way affects any person's rights to appeal a Development Authority's Order.
- 3.12.3 Penalties for offences under this Bylaw shall be:
 - a) A specified penalty of \$250.00 for a first offence;
 - b) A specified penalty of \$2,000.00 for a second offence and;
 - c) A specified penalty of \$5,000.00 for each subsequent offence.
- 3.12.4 Any person who contravenes any provision of this Bylaw by doing any act or thing which the person is prohibited from doing or by failing to do any act or thing the person is required to do is guilty of an offence and is liable on Summary Conviction to a fine not exceeding \$10,000.00 and in default of payment of any fine imposed to a period of imprisonment not exceeding six months.
- 3.12.5 Nothing in this Bylaw diminishes or in any way affects the powers of a Development Authority to issue Orders for Compliance or in any way affects any person's rights to appeal a Development Authority's Order.
- 3.12.6 Nothing in this Bylaw diminishes or in any way affects the rights of Greenview pursuant to the Municipal Government Act, or at common law to seek an entry order, order for compliance, injunction or any other order to obtain compliance with this Bylaw.

3.12.7 The levying and payment of any fine or the imprisonment for any period provided in this Bylaw does not relieve a person from the necessity of paying any fees, charges or costs for which that person is liable under the provisions of this Bylaw, any other Bylaw or other enactment.

3.13 Development Permit Lapses

- 3.13.1 A development permit lapses and ceases to be valid if the development is not substantially commenced within twelve (12) months from the date of issuing the permit or within such extended period not exceeding three (3) months that may be approved by the Development Authority.
- 3.13.2 Construction of the external components of development should be completed within twenty-four (24) months of construction commencement. Any development without the external components complete shall request an extension from the Development Authority.

3.14 Notification of Permit Approval or Refusal of a Discretionary Use

- 3.14.1 When a Discretionary Use development permit application is approved, the Development Authority shall:
 - a) Publish a notice in the local newspaper identifying the location and indicating the applicant's name, legal description of the property for which the application has been made, the nature of the approval, and the decision of the Development Authority;
 - b) Mail a notice of decision to the applicant or their agent;
 - c) At the discretion of the Development Authority, notify any adjacent property owners or occupants and any other parties deemed affected; and,
 - d) At the discretion of the Development Authority, additional methods of notification may be used.
- 3.14.2 When a Discretionary Use development permit application is refused; the Development Authority shall mail a Notice of Decision to the applicant or their agent stating the reasons for the refusal.
- 3.14.3 For the purposes of this Bylaw, the decision of the Development Authority is deemed to have been given on the date of issue on the Notice of Decision.
- 3.14.4 When a development permit application has been refused pursuant to this Bylaw or ultimately after appeal, the Development Authority shall not accept the submission of another application for a development permit on the same parcel of land for the same or similar use until six (6) months after the date of refusal.

3.14.5 If in the opinion of the Development Authority, satisfactory arrangements have not been made by a developer for the supply of water, electrical power, sewage, or access, and the development is in a hamlet or intended for use by the public, the Development Authority shall refuse to issue a development permit.

3.15 Notification of Permit Approval or Refusal of a Permitted Use

- 3.15.1 When a Permitted Use development permit application is approved, the Development Authority shall:
 - a) Mail a notice of decision to the applicant or their agent.
- 3.15.2 If in the opinion of the Development Authority, satisfactory arrangements have not been made by a developer for the supply of water, electrical power, sewage, or access, and the development is in a hamlet or intended for use by the general public, the Development Authority shall refuse to issue a development permit.
- 3.15.3 When a Permitted Use development permit application is refused, as it does not conform to the Bylaw, the Development Authority shall;
 - Mail a notice of decision to the applicant or their agent, stating reasons for the refusal.
- 3.15.4 When a development permit application has been refused pursuant to this Bylaw or ultimately after appeal, the Development Authority shall not accept the submission of another application for a development permit on the same parcel of land for the same or similar use until six (6) months after the date of refusal.

4 SUBDIVISIONS

4.1 Complete Subdivision Application

- 4.1.1 The Subdivision Authority shall, within twenty (20) days after the receipt of an application for a subdivision, determine whether the application is complete. This time period may be extended by an agreement in writing between the applicant and the Subdivision Authority.
- 4.1.2 An application is complete if, in the opinion of the Subdivision Authority, the application contains the documents and other information necessary to review the application.
- 4.1.3 If the Subdivision Authority determines that the application is complete, the Subdivision Authority shall, prior to the expiry of the twenty (20) day review period or extended review period, issue to the applicant a written acknowledgement that the application is complete, indicating:
 - a) The date the application was received and deemed complete;
 - b) Confirmation the Subdivision Authority will begin processing the application; and
 - c) The date the sixty (60) days to process the application expires.
- 4.1.4 If the Subdivision Authority determines that the application is incomplete, the Subdivision Authority shall, prior to the expiry of the twenty (20) day review period or extended review period, issue a written notice to the applicant, indicating:
 - a) The application is incomplete;
 - A detailed list of the outstanding documents and/or information required by the Subdivision Authority in order for the application to be deemed complete;
 - c) The date which the required outstanding documents and/or information must be submitted to the Subdivision Authority, as either set out in the notice or as agreed upon on between the applicant and the Subdivision Authority.
- 4.1.5 If the Subdivision Authority determines that the information and documents required by the Subdivision Authority pursuant to s. 4.1.4 are complete, the Subdivision Authority shall, within the time prescribed by the Subdivision Authority or as agreed upon by the applicant and the Subdivision Authority, issue to the applicant an acknowledgement in writing that the application is complete, indicating:
 - a) The date the application was received and deemed complete;
 - b) Confirmation that the Subdivision Authority will begin processing the application; and

- c) The date the sixty (60) days to process the application expires.
- 4.1.6 If the applicant fails to submit all the outstanding information and documents on or before the date prescribed by the Subdivision Authority or as agreed upon by the applicant and the Subdivision Authority, the application is deemed to be refused.
- 4.1.7 If an application is deemed to be refused, the Subdivision Authority shall issue to the applicant a notice in writing that the application has been refused. A decision of a Subdivision Authority shall state:
 - a) Whether an appeal lies to a Subdivision and Development Appeal Board or to the Municipal Government Board; and
 - b) The reasons for the refusal.
- 4.1.8 Despite the Subdivision Authority having issued an acknowledgement that the application is complete, in the course of reviewing the application, the Subdivision Authority may request additional information or documentation from the applicant that the Subdivision Authority considers necessary to review the application.
- 4.1.9 If the Subdivision Authority does not make a determination as to the completeness of an application within twenty (20) days, or within the alternative timeframe agreed upon between the applicant and the Subdivision Authority, the application is deemed complete.

5 GENERAL REGULATIONS

5.1 Applicability

5.1.1 Except as otherwise stated in this Bylaw, this section applies to all Districts established under this Bylaw.

5.2 Non-Conforming Parcels

- 5.2.1 A parcel on the official records on file at the Land Title Office in Alberta on or before the day on which this Bylaw or a land use amendment bylaw comes into force that does not adhere to the parcel area and width requirements will be considered a legal non-conforming parcel and will be granted the uses as identified in this Bylaw.
- 5.2.2 Lawful non-conforming uses and buildings are subject to the provisions of the *Municipal Government Act*.

5.3 Non-Conforming Uses and Buildings

- 5.3.1 If a development permit has been issued on or before the day on which this Bylaw or a land use amendment bylaw comes into force, and the Bylaw or a land use amendment bylaw would make the development in respect of which the permit was issued a non-conforming use or non-conforming building, the development permit continues in effect in spite of the coming into force of this Bylaw or a land use amendment bylaw.
- 5.3.2 A non-conforming use of land or a non-conforming use of a building may be continued, but if that use is discontinued for a period of six (6) consecutive months or more, any future use of the land or building shall conform to the provisions of this Bylaw.
- 5.3.3 A non-conforming use of part of a building may be extended throughout the building, but the building, whether or not it is a non-conforming building, shall not be enlarged or added to and no structural alterations shall be made to or in it.
- 5.3.4 A non-conforming use of part of a parcel shall not be extended or transferred in whole or in part to any other part of the parcel and no additional buildings shall be erected on the parcel while the non-conforming use continues.
- 5.3.5 A non-conforming building may continue to be used, but the building shall not be enlarged, added to, rebuilt or structurally altered, except:
 - a) To make it a conforming building; and,

- b) For the routine maintenance of the building if the Development Authority considers it necessary.
- 5.3.6 If a non-conforming building is damaged or destroyed or to be renovated to the extent of more than 75% of the value of the building above its foundation, the building shall not be repaired or rebuilt except in accordance with this Bylaw.
- 5.3.7 The land use or the use of a building is not affected by a change of ownership or tenancy of the land or building.

5.4 Utility Structures

5.4.1 Public utility facilities for the transmission of water, sewage, electrical power, telephone, natural gas, cable television, fiber optics and other similar services (but not including sewage treatment plants or electrical substations) are permitted in all Districts and individual parcels, as the facilities are exempt from minimum parcel size requirements.

5.5 Location and Siting

- 5.5.1 No principal building shall be located in any required front, side or rear yard setback.
- 5.5.2 No accessory building or detached suite shall be located in any required front, side or rear yard setback, except as provided in the "Setback Exceptions" section of this Bylaw.

5.6 Height Exceptions

- 5.6.1 The maximum height regulations of this Bylaw do not apply to the following:
 - a) Chimney stacks;
 - b) Church spires;
 - c) Cranes:
 - d) Domes or cupolas;
 - e) Elevator housings;
 - f) Flagpoles;
 - g) Floodlights;
 - h) Grain elevators;
 - i) Hose and fire alarm towers;
 - j) Heating, Ventilation and Air Conditioning (HVAC) units;

- k) Masts and aerials;
- Roof stairway entrances;
- m) Skylights;
- n) Stadiums (including bleachers);
- o) Transmission towers;
- p) Utility poles;
- q) Warning devices;
- r) Water towers; and,
- s) Wind turbines.
- 5.6.2 In the HR and HC Districts, the roofline of the attached garage or carport may not exceed the maximum height of the rest of the principal building.

5.7 Uses Permitted in Any District

- 5.7.1 Except where specifically excluded, the following uses, buildings and structures are permitted in every District:
 - uses, buildings and structures which are accessory to a principal permitted use, building or structure on the same parcel;
 - b) Underground telecommunication lines and cables, and telephone exchange buildings;
 - c) Pipelines, telecommunication towers and wires, traffic control devices, clock towers and underground utility systems, except that transmission towers are not permitted within 150.0 m (492.1 ft.) of any Residential Districts or school sites;
 - d) Parks, playgrounds and playing fields, hiking and bicycling paths, horse riding trails and ecological reserves;
 - e) Transportation rights-of-way established by a government or Crown corporation.

5.8 Prohibited Uses

- 5.8.1 The following uses are prohibited in every District:
 - a) The disposal of hazardous or toxic waste; and,
 - b) The occupancy of any recreational vehicle, or other vehicle as a permanent residence, unless otherwise allowed in this Bylaw.

5.9 Number of Dwelling Units

- 5.9.1 In considering if an additional dwelling unit will be permitted on a parcel of land, the Development Authority must be satisfied that:
 - a) A suitable building site exists, preferably in the same yard as the first or principal residence;
 - b) Suitable access can be provided;
 - c) Suitable services can be provided;
 - The development will be compatible with existing and planned land uses in the vicinity;
 and,
 - e) Other applicable provisions in the Land Use Bylaw and other Greenview bylaws can be met.

5.10 Temporary Residence during Construction

- 5.10.1 The Development Authority may issue a Discretionary development permit for a dwelling unit, manufactured home or recreational vehicle as a temporary residence in a District in which a dwelling unit is a permitted use, providing that:
 - a) A development permit has been issued for a dwelling unit;
 - An extension of the development permit shall not be issued unless the framing of the dwelling unit is complete and that construction has been proceeding with reasonable diligence during the term of the permit; and,
 - c) The development permit contains a condition that requires the dwelling unit,
 manufactured home or recreational vehicle to be removed from the parcel within thirty
 (30) days of the first residential occupancy of the dwelling unit.

5.11 Setbacks from Adjacent Roadways

5.11.1 All buildings and structures in any Land Use District must be setback from the parcel line of the adjacent roadway as follows:

a) Provincial highway: 40.0 m (134.5 ft.)
b) Internal subdivision road: 7.5 m (24.6 ft.)
c) Service road: 7.5 m (24.6 ft.)
d) All other roads: 40.0 m (134.5 ft.)
e) Undeveloped road allowance 40.0 m (134.5 ft.)

5.11.2 The setback from all Provincial highways and all other roads will be measured from the right of way boundary.

5.12 Setback Exceptions

- 5.12.1 The front, side and rear yard setback regulations of this Bylaw do not apply to the following:
 - a) Steps, eaves and gutters;
 - b) Cornices, sills, belt courses, bay windows, pop outs, chimneys or other similar features, provided such projections do not project more than 1.0 m (3.3 ft.) into a required front, side, or rear yard provided that the foundation or supports do not also project;
 - c) Non-enclosed or open patios, sundecks or terraces, provided that such projections do not exceed 35% of the width of a required front, side or rear yard;
 - d) Balconies and sun shades provided that such projections do not exceed 40% of the width of a required front, side or rear yard;
 - e) Fences, which must be located a minimum setback of 0.3 m (1 ft.) from the nearest parcel line of the roadway right-of-way;
 - f) Trees or other planting adjacent to a municipal road for a shelterbelt, hedge or similar purpose, which must be located a minimum setback of 8.0 m (26.2 ft.) from the nearest parcel line of the road right-of-way;
 - g) Uncovered permanent swimming pools, provided they are:
 - Not constructed, sited or placed in a front yard in any residential parcel less than
 2.0 ha (5.0 ac) in size;
 - ii. At least 3.0 m (9.8 ft.) from any side or rear yard parcel line; and,
 - iii. Located within a fenced yard or surrounded by a fence.
 - h) Covered permanent swimming pools, provided they are:
 - i. Not constructed, sited or placed within a front yard in a HR District;
 - ii. At least 3.0 m (9.8 ft.) from any side or rear yard parcel line;
 - iii. Located within a fenced yard or surrounded by a fence; and,
 - iv. Constructed so that the roof or ridge of the pool cover is no greater than 4.0 m (13.1 ft.) above grade.
 - i) Public art;
 - j) Community information boards owned and operated by a government; and,

k) Underground structures may be sited in any portion of a parcel provided that the top surface of such structure shall at no point extended above the average finished ground elevation.

5.13 Parcel Area and Width

- 5.13.1 Except as otherwise permitted in this Bylaw, no parcel will be reduced in area, either by the conveyance or alienation of any portion thereof or otherwise, so that any of the provisions and regulations of this Bylaw are not complied with.
- 5.13.2 Minimum parcel size regulations do not apply where parcel lines are relocated to facilitate an existing development, provided that:
 - a) No additional parcels are created; and,
 - b) All parcels are contiguous.
- 5.13.3 The minimum parcel size required by this Bylaw may be reduced by a maximum of 10% if part of the proposed parcel is required for the purpose of widening an existing highway or right of way.
- 5.13.4 The minimum parcel size required by this Bylaw may be reduced by a maximum of 10% under the following conditions:
 - a) The minimum parcel width set out in this Bylaw, or set by the Development Authority, is attained:
 - b) The minimum parcel area needs to be reduced in order to allow the length of the parcel to be reduced; or,
 - c) The reduction in minimum parcel size (and resulting reduction in required length) is required in order to allow a subdivision to fit within an extension of the standard grid of streets in Greenview.

5.14 Site Elevation/Grade

- 5.14.1 Each newly developed parcel in a hamlet or multi-parcel subdivision shall be graded so stormwater does not drain onto adjoining property.
- 5.14.2 The Development Authority may specify an elevation at which any new development is to be constructed in order to facilitate proper site drainage and connection to any existing or proposed sewer system.

5.15 Access to a Parcel of Land

- 5.15.1 The Development Authority, in consultation with the appropriate departments, may determine the most suitable access and egress point(s) onto a municipal road with regard to any application for development and/or subdivision.
- 5.15.2 As a condition of subdivision or development approval, the Development and Subdivision Authorities may require the construction of new approaches, upgrading to existing approaches and/or the removal of approaches to achieve desired access management objectives. Where required, the cost of the adjustments to approaches shall be the responsibility of the applicant.
- 5.15.3 Prior to issuance of a development permit, any parcel within Greenview must have legal or physical access to a municipal road or provincial highway.
- 5.15.4 Any access location and/or ditch/curb crossing from a municipal road onto a parcel of land may, at the discretion of Greenview, require the approval of Greenview.

5.16 Corner Parcels

5.16.1 On a corner parcel in any HR District, no landscaping, screening, building or structure will be planted or erected to a height greater than 1.0 m (3.0 ft.) above the established grade of the municipal road within the shaded area (sight triangle) formed by the curb lines 5.0 m (16.4 ft.) from the point of intersection of the curb lines and joining perpendicular to the parcel lines and joining the parcel lines, as illustrated in Figure 5-1.

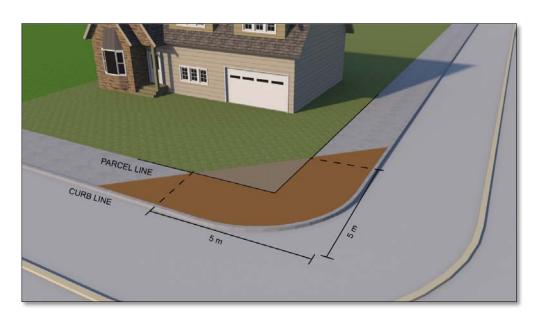


Figure 5-1: Illustration of Corner Parcel Sight Triangle

5.17 Conversion of Building Use

5.17.1 Buildings may be converted, altered or remodelled for another use, provided the converted building conforms to all of the provisions and regulations prescribed for the District in which it is located, as well as any applicable provisions and regulations of the Alberta Building Code (Alberta Safety Codes Authority) and Greenview bylaws.

5.18 Fences and Shelterbelts

- 5.18.1 The height of a fence shall be measured as the vertical distance from the average finished ground level at the base of the fence to the highest point of the fence.
- 5.18.2 No barbed wire, single strand or high tensile wire fences are allowed in CR-2, CR-3 and HR Districts.
- 5.18.3 Fences along interior and rear yard parcel lines (where not adjacent to a highway) in Residential Districts shall not exceed a height of 2.0 m (6.6 ft.).
- 5.18.4 Fences in the front yard in the CR-1, CR-2, CR-3 and HR Districts shall not exceed a height of 1.2 m (3.9 ft.).
- 5.18.5 Fences on the exterior yard parcel line of a residential parcel may not exceed a height of 2.0 m (6.6 ft.).
- 5.18.6 A fence located in an Industrial or Commercial District shall have a maximum height of 2.5 m (8.2 ft.) on any side or rear yard.
- 5.18.7 Open mesh and chain link fences erected for a cemetery, public works or utility, Industrial District, public playground, park or school must not exceed a height of 3.0 m (9.8 ft.).
- 5.18.8 At the intersections of local roads and highways, no fence, hedge, shelterbelt or other planting or growth shall unduly restrict the vision of approaching traffic.

5.19 Landscaping and Screening

5.19.1 The Development Authority may require that a Landscaping Plan be provided in conjunction with, and addressed as part of, any development permit in Industrial and Commercial Districts except for an agricultural operation. The intent of site landscaping is to contribute to a reasonable standard of appearance for developments from the initial placement of landscaping through to its mature state, provide a positive overall image for Greenview, and encourage good environmental stewardship.

- 5.19.2 The following standards of landscaping shall be required for all multi-parcel residential developments, and all commercial and industrial developments, including all parts of the parcels not covered by buildings, driveways, parking, storage and display areas (except in A-1 and A-2 where landscaping is only required on land disturbed for the purposes of constructing a dwelling):
 - a) Grade the site as required to direct stormwater off-site, without altering its effect on adjacent land;
 - b) Retain in their natural state:
 - i. Bogs, fens, marshes, swamps, and shallow open water wetlands;
 - ii. Unstable land;
 - iii. Land subject to flooding by a 1: 100-year flood;
 - iv. Land with a natural gradient of 15% or greater; and,
 - v. A strip of land not less than 15.0 m (49.2 ft.) in width along any river, stream, creek or lake, such distance to be measured from the top of the bank unless the Development Authority considers a lesser distance to be sufficient.
 - c) Conserve existing trees and shrubs to the maximum extent possible;
 - d) Provide additional separation, or buffering, between adjacent land uses;
 - e) The use of site furniture, site lighting and surface treatments to enhance the appearance of a proposed development;
 - f) Enhance the site by planting of additional trees and shrubs:
 - i. A minimum overall density of one (1) tree per 40.0 m² (430.56 ft.²) of the required setback area;
 - ii. A minimum overall density of four (4) shrubs per 100.0 m² (1076.39 ft.²) of the required setback areas;
 - iii. A minimum height of 1,1,000 mm (39.37 in.) for trees;
 - iv. A minimum height of 450 mm (17.72 in.) for deciduous shrubs; and,
 - v. A minimum height/spread of 450 mm (17.72 in.) for coniferous shrubs.
 - g) All parts of a parcel not covered by buildings, driveways, parking areas, pedestrian circulation facilities, storage and display areas and not part of a minimum required landscaped area shall be seeded to grass, sodded, cultivated as a garden, xeriscape or left with its undisturbed natural grass and vegetative cover.

- 5.19.3 The Development Authority may restrict the area or portion of the parcel to be hard-surfaced. Hard landscaping shall not exceed 25% of the total parcel area.
- 5.19.4 Any landscaping or screening required by a development permit shall be carried out within one (1) year of the issuance of the Alberta Building Code - occupancy permit (Alberta Safety Codes Authority).
- 5.19.5 The Development Authority may require screening to be provided in order to visually separate uses that detract from the surrounding area or are incompatible with adjacent uses. Special attention shall be given to proposals, which, in the opinion of the Development Authority detract from the natural landscape or the view of the travelling public. Such screening shall be of a quality and dimension satisfactory to the Development Authority.
- 5.19.6 When considering a development permit application, the Development Authority may impose conditions requiring the use and maintenance of landscaping, berms, fencing, vegetation or other screening of a location, length, thickness, type, height and extent that is considered necessary to buffer the proposed development from adjacent or neighbouring land uses.
- 5.19.7 Additional landscaping to that proposed in a Landscaping Plan may be required, if in the opinion of the Development Authority:
 - a) There is a likelihood that the proposed development will generate undesirable impacts on surrounding sites, such as appearance, excessive noise, light, odours, traffic, litter, or dust; or,
 - b) There is a likelihood that undesirable impacts may be generated on the site, and cause conflicts with other businesses within the development.
- 5.19.8 Unless covered by the provisions of a Development Agreement, any landscaping area between the parcel line and the existing curb must be incorporated into the landscape plan and shall be landscaped concurrently with the development.
- 5.19.9 The owner of a property, or their successor or assignees, shall be responsible for landscaping and proper maintenance. If the required landscaping does not survive two (2) growing seasons, the applicant/owner must replace it with a similar type of species and with a similar calliper width or height.

5.19.10 As a condition of a development permit, the applicant may be required to provide security in the form of cash or a letter of credit, the value of which shall be equal to the estimated cost of the required landscaping/planting to ensure that such landscaping/planting is completed with reasonable diligence. If the required landscaping/planting is not completed in accordance with this Bylaw and the development permit within one (1) growing season after the completion of the development, then the security shall be available to the Municipal District of Greenview for its use to complete the required landscaping/planting as per this Bylaw and the development permit.

5.20 Objects Restricted in Residential Areas

- 5.20.1 In the CR-2, CR-3, HR, and MHP Districts, no person shall:
 - a) Travel upon any internal subdivision roads with any commercial vehicle at or in excess of 50% gross vehicle weight;
 - b) Keep accumulated quantities of metal, wood or other materials which are visible from the front yard or internal subdivision road; or,
 - c) Keep any material or objects, which, by their nature, may be offensive due to odours, emissions, or potential for runoff or contamination of the subject property or adjacent properties.

5.21 Relocation of Buildings

- 5.21.1 Any person desiring to move or relocate a building greater than 15.0 m² (161.5 ft²) onto or within a parcel of land shall first apply for a development permit.
- 5.21.2 The Development Authority may determine the character and appearance of a building to be moved or relocated by means of recent photographs, drawings or other illustrative information required from the applicant or from an inspection of the building and site or both.
- 5.21.3 In considering an application to move a building onto a parcel of land or relocate a building within a parcel of land, the Development Authority may circulate the application to, property owners adjacent to the subject parcel.
- 5.21.4 The Development Authority may require certain alterations, repairs or maintenance of the building and preparation of the proposed site be carried out as conditions pursuant to issuing a development permit to move or relocate a building.

5.22 Accessory Buildings, Structures and Uses

- 5.22.1 Accessory buildings and structures are permitted in all Districts provided they comply with the following regulations:
 - a) An accessory building or structure must not be used as a Dwelling Unit, Accessory dwelling or sleeping unit, unless permitted as a suite or accessory dwelling unit;
 - Accessory buildings, structures and uses are not permitted on any parcel unless the principal building to which the building, structure or use is accessory has been erected or will be erected simultaneously;
 - c) Where an accessory building or structure is attached to the principal building, it will be considered part of the principal building and must comply in all respects with the requirements of this Bylaw applicable to principal buildings;
 - d) When located in a multi-parcel subdivision on a parcel of less than 0.4 ha (1.0 ac), an accessory building or structure shall not be higher than the permitted height of the principal building;
 - e) An accessory building or structure should not be located in the front yard;
 - f) On a corner parcel in all Districts, an accessory building or structure must meet the same exterior side parcel line setbacks as the principal building on the parcel;
 - g) Where an accessory building or structure is not attached to the principal building, the accessory building or structure must be setback a minimum of 1.5 m (4.9 ft.) from the principal building;
 - h) An accessory building shall not be located closer than 1.5 m (4.9 ft.) to another accessory building;
 - i) Where a building or structure is attached to the principal building by a roof, an open or enclosed structure above grade, or passageway connecting the buildings, it is part of the principal building;
 - j) In any Hamlet District, the accessory building or structure must not exceed the size of the principal building;
 - Accessory buildings and structures shall not be constructed over an easement or utility right-of-way;
 - A boathouse shall be located no closer than 6.0 m (19.7 ft.) from the boundary of the parcel which is coterminous with or is closest to the legal top of bank, unless otherwise approved by the Development Authority; and,

m) Fabric covered structures larger than 15.0 m² (161.5 ft²) are considered an accessory building on any parcel of land and shall be a discretionary use.

5.23 Suites

- 5.23.1 Where permitted within a District, suites (attached and detached) must comply with the following regulations:
 - a) Unless otherwise stated, a maximum of one (1) attached suite and one (1) detached suite is permitted as an accessory use to a single detached dwelling unit;
 - Suites shall be accessory and subordinate to the principal single detached dwelling unit on the same parcel;
 - c) A suite may be allowed within a single detached dwelling unit, within a building other than the principal dwelling unit, or as a detached suite;
 - d) A suite must be serviced from the utilities servicing the principal single detached dwelling unit, and shall not be serviced independently;
 - e) The principal single detached dwelling unit on the parcel containing the suite must be occupied by the owner of the principal single detached dwelling unit, with the exception of a caretaker residence;
 - f) Suites must meet Alberta Building Code requirements;
 - g) In Hamlet Districts, one (1) additional on-site parking space must be provided for the suite, in addition to any parking requirements for the single detached dwelling unit;
 - h) The maximum allowable habitable floor area of a suite shall be determined based on all stories, including basements but excluding the garage area and common areas of egress:
 - i. 110.0 m² (1184.0 ft²) with a maximum of two (2) bedrooms for an attached suite;
 - ii. 110.0 m² (1184.0 ft²) with a maximum of two (2) bedrooms for a detached suite; or,
 - iii. 45% of the gross floor area of the principal single detached dwelling unit, whichever is less.
 - i) A detached suite must:
 - i. Be constructed on a permanent foundation;
 - ii. Not exceed 5.5 m (18.0 ft.) in height; and
 - iii. Not contain a basement.

- j) An attached suite must:
 - i. Be considered part of the total building area; and,
 - ii. Not exceed 45% of the gross floor area of the single detached dwelling unit.

5.24 Home Occupations

- 5.24.1 Where permitted within a District, home occupations (minor and major) must comply with the following regulations:
 - a) Home occupations must be clearly incidental and secondary to the use of the dwelling unit for residential purposes;
 - b) Must not produce extensive noise between the hours of 10 p.m. and 7 a.m. in any Residential District;
 - c) No offensive noise, vibration, smoke, dust, odour, heat, glare, electrical or radio disturbance detectable beyond the property boundary shall be produced by the business, at all times, the privacy and enjoyment of adjacent residences and land shall be preserved and the amenities of the neighbourhood preserved;
 - d) Must not impact the privacy and enjoyment of adjacent residences;
 - e) A home occupation shall not result in traffic that exceeds the equivalent of five (5) full-time employees and eight (8) customers per day;
 - f) Lighting shall be designed, installed and operated in such a manner so as not to cause a disturbance to adjacent lands and/or interfere with the safe movement of traffic on nearby roads.
- 5.24.2 Where permitted within a District, <u>Home Occupations (Minor)</u> must comply with the following regulations:
 - a) Must be carried out solely within a dwelling unit or within one accessory building;
 - b) Must not result in any exterior alterations that are not consistent with the residential character of the buildings and property;
 - c) No more than two (2) people residing in the principal dwelling unit shall be permitted to work on-location in the Home Occupation, Minor;
 - d) Must not produce any offensive noise, vibration, traffic, smoke, dust, odour, glare, heat or electrical interference with the residential nature of the area;
 - e) Will involve no external storage of materials, containers or finished products;

- f) Is not permitted to use materials or processes that produce flammable or explosive vapours or gases; and
- g) Home occupations (minor) involving community care for children, as regulated by the *Family Day Home Standards*, shall not accommodate more than six children.
- 5.24.3 Where permitted within a District, <u>Home Occupations (Major)</u> must comply with the following regulations:
 - a) Must only be conducted within the principal dwelling unit and within up to one accessory building;
 - b) Outside storage shall not exceed 10% of the parcel size or 1.0 ha (2.5 ac) whichever is
 - Finished display products shall be located in a specified area as determined by the Development Authority.
 - d) Any outdoor storage associated with the home occupation shall be adequately screened from neighbouring parcels and highways; and,
 - e) Must have a minimum parcel size of 1.2 ha (3.0 ac).
 - f) A Home Occupation, Major shall not include:
 - i. Wrecking yards; and/or,
 - ii. Sand and gravel processing.

5.25 Bed and Breakfasts

- 5.25.1 Where permitted within a District, a bed and breakfast operation must comply with the following regulations:
 - a) A bed and breakfast must clearly be secondary or incidental to the use of the dwelling unit for residential purposes;
 - b) A bed and breakfast must be conducted wholly within a single detached dwelling unit;
 - The principal single detached dwelling unit on the parcel containing the bed and breakfast must be occupied by the owner of the principal single detached dwelling unit;
 - d) The maximum number of guest rooms permitted in a bed and breakfast will be eight (8);
 - e) One (1) additional off-street parking space must be provided for each bedroom used for bed and breakfast accommodation, in addition to any off-street parking requirements for the single detached dwelling unit;

f) The maximum length of stay for any guest may not exceed thirty (30) consecutive days.

5.26 Manufactured Homes

- 5.26.1 All manufactured homes shall be of sound construction and appearance to the satisfaction of the Development Authority.
- 5.26.2 Every manufactured home within Greenview must be placed on a permanent foundation and meet Alberta Building Codes (Alberta Safety Codes Authority).
- 5.26.3 If a manufactured home has been damaged or structurally altered, the manufactured home must be certified as safe by an accredited structural engineer.
- 5.26.4 Any renovations or additions to a manufactured home in a Residential District that are set out as conditions of the approval of a development permit must be completed within one (1) year of the issuance of the development permit.
- 5.26.5 Skirting must be installed within ninety (90) days from the date which the manufactured home is placed on the foundation.
- 5.26.6 The towing hitch and wheels must be removed within thirty (30) days from the date that the manufactured home is placed on the foundation.
- 5.26.7 All manufactured homes shall be serviced by a water supply, sewage system, and utilities to the satisfaction of the Development Authority.

5.27 Environmental Standards

- 5.27.1 Stripping of vegetation or grading may require an erosion and sediment control plan and be done in a manner which will minimize soil erosion by ensuring the extent of the disturbed area and the duration of its exposure is minimized.
- 5.27.2 All developments must be designed to ensure the stormwater runoff to adjacent lands or watercourses does not exceed pre-development flows.
- 5.27.3 Developments shall not adversely affect groundwater resources or disturb natural drainage patterns or watercourses unless such measures are necessary to serve a proposed development and receive approval from Alberta Environment.

5.28 Slope Stability

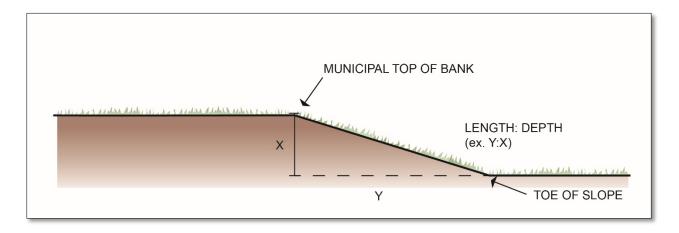
5.28.1 The distances set out in Table 5-1 from a steep slope are the required setback from the Municipal Top of Bank as illustrated in Figure 5.2.

Table 5-1: Depth of Slope Setback Requirements

Depth of slope	Setback Requirement
Less than 7.5 m (24.6 ft.)	15.0 m (49.8 ft.)
Between 7.5 m (24.6 ft.) and 15.0 m (49.2 ft.)	23.0 m (75.5 ft.)
Between 15.0 m (49.2 ft.) and 30.0 m (98.4 ft.)	46.0 m (150.9 ft.)
More than 30.0 m (98.4 ft.)	61.0 m (200.1 ft.)

- 5.28.2 If it can be demonstrated (via the submission of a slope stability assessment) that the proposed development will not be placed at undue risk, the Development Authority may relax the suggested setback requirements at their discretion.
- 5.28.3 For slopes with a smooth and uninterrupted grade, the depth will be the vertical distance from the valley crest to the toe of the slope, as shown in Figure 5-2.

Figure 5-2: Slope Depth



5.28.4 For slopes which fall in a series of benches, the depth of the bank will be considered as the vertical distance between the valley crest to the toe of the slope of the next adjacent bench.

5.29 Site Reclamation

5.29.1 Site reclamation shall be in accordance with the *Alberta Environmental Protection and Enhancement Act*, provincial Codes of Practice (e.g., for pits), the *Water Act*, and Conservation and Reclamation regulations, and any other regulatory requirements which may be applicable.

- 5.29.2 Reclamation of specified land shall ensure that the specified land shall be returned to an equivalent land capability that allows for the developments of uses compatible with adjacent land uses.
- 5.29.3 Reclamation plans shall be required at the development permit stage if the development authority deems site contamination a likely long-term outcome and these plans shall include current and final land use (following reclamation).

5.30 Soil Remediation

- 5.30.1 Soil remediation may be required on a parcel of land as a condition of subdivision or development approval where an environmental site assessment has established the presence of site contamination.
- 5.30.2 Remediation may include, but is not limited to, source removal, physical removal of contaminated groundwater and/or soil, natural attenuation, degradation by microorganisms or neutralization with chemicals that react with the contaminants to form benign substances.
- 5.30.3 The applicant, owner or the owner's representative, shall provide a certificate giving final approval of site remediation, by the appropriate registered professional in the Province of Alberta, prior to subdivision or development to the satisfaction of the Development Authority.

5.31 Riparian Protection Area

- 5.31.1 The riparian protection area shall be measured from the municipal top of bank, as determined by a qualified environmental professional or professional land surveyor, with a minimum setback of 20.0 m (65.6 ft.).
- 5.31.2 Where an applicant disputes Greenview's determination of the riparian protection area, an applicant may apply for a development permit and submit a report prepared by a qualified professional, to Greenview's satisfaction.
- 5.31.3 If a development setback is required under other section(s) of the Land Use Bylaw that results in setback greater than the riparian protection area, that greater setback shall prevail.
- 5.31.4 No development shall take place in the floodway as shown in Figure 5-3, except for the following uses:
 - Agriculture, Extensive that does not include buildings, structures or any obstruction in the floodway;

- Roads, bridges, flood and erosion infrastructure as part of public works, services and utilities carried out on behalf of the Federal, Provincial or Municipal Authorities on land that is publicly owned or controlled;
- c) Pathways that are constructed level with the existing natural grades;
- d) Recreational uses provided there are no buildings, structures or any obstruction in the floodway; and,
- e) Replacement of an existing building not involving the construction or placement of fill material below the 1: 100-year design flood. Replacement or new basements are not included in this provision.

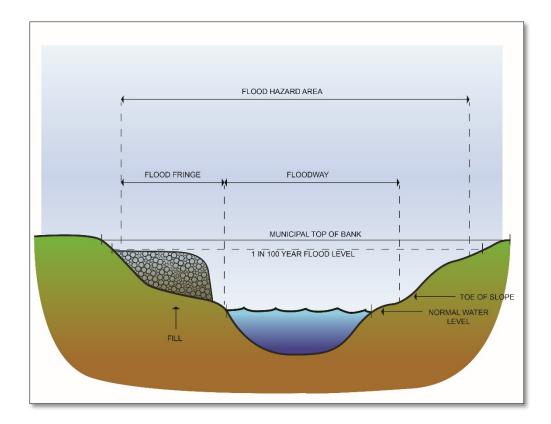


Figure 5-3: Illustration of Flood Hazard Area

- 5.31.5 Subdivision is prohibited on parcels completely within the floodway.
- 5.31.6 Development within the flood fringe (see Figure 5-3) shall:
 - a) Demonstrate that floor level (including the construction system of the floor) is above the
 1: 100-year flood design. A qualified professional Engineer accredited by the Associate of Professional Engineers and Geoscientists of Alberta (APEGA) shall provide a detailed site survey and cross section drawings in support of the application;

- b) Have no basements;
- c) Be flood-proofed. New mechanical, electrical services and equipment shall be designed and installed a minimum of 0.6 m (1.6 ft.) above the 1: 100-year design flood. New or replacement private sewer systems shall be designed and installed to be flood-proofed; and
- d) Shall not place fill materials within the 1: 100-year flood without obtaining prior provincial approvals.
- 5.31.7 Notwithstanding any other provision in this Land Use Bylaw, all development within the flood fringe is discretionary.

5.32 Riparian Protection Regulations - Compliances & Variance

- 5.32.1 Any development which either has an issued development permit or was exempt from requiring a development permit pursuant to the Land Use Bylaw in place at the time of construction may be deemed to be in compliance with the provisions of this Section and shall not be considered as a non-conforming use or building.
- 5.32.2 Where land is situated adjacent to or includes the banks of any watercourse, and where the slope of the bank adjacent to any watercourse is greater than 15%, no building or other structure shall be permitted where the height of the bank is:
 - a) Less than 6.0 m (19.7 ft.), within 12.0 m (39.4 ft.) from the top of the bank;
 - b) Between 6.0 m (19.7 ft.) and 23.0 m (75.5 ft.), within a distance that is two times the height of bank, from the top of the bank; or,
 - c) Greater than 23.0 m (75.5 ft.), within 46.0 m (150.9 ft.) from the top of the bank.

5.33 Kennels

- 5.33.1 A kennel shall not unduly interfere with the use and enjoyment of adjacent properties.
- 5.33.2 Unless a development permit has been issued for a kennel, the keeping of dogs is permitted in all Land Use Districts, provided the number of dogs does not exceed the following:
 - a) Two (2) dogs over six months of age in HR, CR-2 and CR-3 Districts;
 - b) Six (6) dogs over six months of age in all other Districts
 - c) Greater than six (6) working dogs may be kept on a parcel 32.0 ha (79.0 ac) or greater if a development permit has been issued. In considering an application for working dogs the Development Authority may consider the following:

- i. The number of working dogs requested;
- ii. The size and scale of the livestock operation; and,
- iii. Any additional information the Development Authority deems relevant.
- d) In granting a development permit for a kennel, conditions of approval shall:
 - i. Limit the term of the permit to a period not exceeding three (3) years;
 - ii. Require that all dogs be kept indoors from 10:00 p.m. and 7:00 a.m.; and,
 - iii. Require that any outside runs be enclosed with fences a minimum of 1.8 m (5.9 ft.) in height.
- 5.33.3 All buildings, enclosures and/or outdoor exercise areas associated with an approved kennel shall comply with the following regulations:
 - a) No building or outdoor exercise area shall be located within 300.0 m (984.2 ft.) of any dwelling unit located on an adjacent parcel;
 - b) Where applicable, all facilities, including buildings and outdoor exercise areas, shall be located behind the principal building;
 - All facilities, including buildings and outdoor exercise areas, shall be screened from any
 existing dwelling units on an adjacent parcel;
 - d) Exercise areas for animals shall be enclosed to the satisfaction of the Development Authority; and,
 - e) Any animals placed within a quarantine area shall be located a minimum of 500.0 m (1640.4 ft.) of any dwelling unit located on an adjacent parcel.

5.34 Beekeeping

- 5.34.1 Where permitted within a Land Use District, every person keeping bees and the owner of any parcel of land on which bees are kept must comply with the following regulations:
 - a) Provide adequate water to prevent the bees from seeking water from other sources, such as neighbourhood swimming pools, birdbaths, ponds or other bodies of water;
 - Take all reasonable measures to prevent swarming and aggressive behaviour by the bees;
 - c) If the bees swarm or show signs of aggressive behaviour, ensure that the bees are requeened;

- d) No more than two (2) colonies of bees are permitted on a parcel having an area less than 1,100.0 m² (11,840.3 ft².);
- e) No more than one (1) colony of bees are permitted on a parcel having an area of less than 600.0 m² (6,458.4 ft²);
- f) A beehive is not permitted within 6.5 m (21.3 ft.) of any parcel line except when:
 - i. The hive is situated 2.5 m (8.2 ft.) or more above the adjacent ground level; or
 - ii. The hive is situated less than 2.0 m (6.5 ft.) above adjacent ground level and behind a solid fence or hedge 2.0 m (6.5 ft.) or more in height running parallel to any parcel line and extending at least 6.0 m (19.7 ft.) beyond the hive in both directions.
- 5.34.2 A valid permit must be obtained through the Development Authority to operate a beekeeping operation.
- 5.34.3 Beekeeping must be for personal use only and products produced from beekeeping shall not be sold in any commercial manner.

5.35 Backyard Hen Enclosures

- 5.35.1 Where permitted within a Land Use District, a backyard hen enclosure must, unless otherwise indicated, comply with the following regulations:
 - a) Backyard hen enclosures must be clearly incidental and secondary to the use of the dwelling unit for residential purposes, and must be conducted by a resident of the parcel;
 - b) A maximum of six (6) hens per site may be kept for personal egg consumption;
 - c) Backyard hen enclosures must be located in a backyard and the dwelling unit must be between the backyard hen enclosure and the front parcel line;
 - d) A backyard hen enclosure must only use a pen and a coop as defined by this bylaw;
 - e) The maximum size of a coop is 8.0 m² (86.1 ft²) in floor area and 2.5 m (8.2 ft.) in height;
 - f) The coop and the pen must be placed at least 2.5 m (8.2 ft.) from the exterior side parcel line, the interior side parcel line and the rear parcel line.
- 5.35.2 Backyard hen enclosures are for personal use only and products produced from backyard hen enclosures shall not be sold in any commercial manner.

5.36 Shipping Containers

- 5.36.1 The use of shipping containers on any parcel within Greenview shall require a development permit, with the exception of parcels in A-1 and A-2.
- 5.36.2 Depending on the use of the shipping container, a Building Permit may also be required.
- 5.36.3 Shipping containers shall be sited in accordance with individual District regulations for height, siting and setbacks of buildings and structures.
- 5.36.4 Shipping containers may only be stacked to a maximum of two (2) containers high and subject to the prior issuance of a Building Permit.
- 5.36.5 Shipping containers, as accessory buildings, should be free of advertising and should be painted a uniform colour.
- 5.36.6 Shipping containers must not occupy any required off-street parking spaces.
- 5.36.7 Shipping containers must not occupy any areas that are required for open space or landscaping.
- 5.36.8 Shipping containers must not be located on any street, sidewalk or trail, or in any location that blocks or interferes with vehicular and pedestrian movement.

5.37 Work Camps - General

- 5.37.1 A development permit for a work camp shall only be valid for a period of one (1) year from its date of issuance, at which time an application may be made for a continuance of the use.
- 5.37.2 All work camps or project-oriented work camps shall conform to the following:
 - a) Consist of portable and mobile accommodation units or trailers, with or without kitchen facilities;
 - b) Only work camp staff may be housed on a full-time, ongoing, or permanent basis;
 - c) Have siting of and setbacks from accommodations to the satisfaction of the Development Authority and consider adjacent land uses and operations.
- 5.37.3 Reclamation of work campsites must be to a standard satisfactory to Greenview. The following standards shall apply to the reclamation of any type of work camp:
 - a) All garbage, building materials and equipment must be removed from the site; and
 - b) The site must be adequately levelled and re-contoured; and,

- c) The developers of a work camp site will be responsible for weed control on the site for the duration of the location of the camp and for as long a period as any weed infestation, attributable to the operator, remains uncontrolled; and,
- d) All disturbed areas must be seeded with a minimum of Certified #1 seed. Applicants are required to submit a Purity Analysis to the Agricultural Fieldman for Greenview. The Purity Analysis will be checked for the presence of undesirable weed species. This measure will help prevent future weed control problems on the site.

5.37.4 Work Camps

- These types of work camps are intended as a permanent, ongoing operation and shall conform to the following:
 - i. May operate as third-party rental accommodations to house workers on a temporary, part-time, or shift-by-shift basis.

5.37.5 Work Camps - Project Oriented

- a) These types of work camps include construction camps or work camps that are not designed to be on the site permanently. A project-oriented work camp shall:
 - Be occupied by employees, staff or personnel directly related to or employed by the project for which the work camp was constructed;
 - ii. Not be used as third-party rental accommodations; and,
 - iii. Require temporary development permits that shall not be issued for a period greater than twelve (12) month duration, unless a new application for a development permit is made.

5.38 Recreational Vehicles

- 5.38.1 The year-round placement of recreational vehicles for non-commercial use on a parcel in the A-1, A-2, CR-1, CR-2, CR-3 and HR Districts may be allowed without a development permit and are subject to the maximum recreation vehicle limit as defined in Table 5.2.
- 5.38.2 Habitation or use of a recreational vehicle exceeding the number allowed in Table 5.2 is not permitted to be used or located on a parcel for a period of time longer than fourteen (14) days a year.
- 5.38.3 A recreational vehicle cannot be placed outside the setbacks identified in Section 5.11, Setbacks from Adjacent Roads, and shall meet all other required setback regulations for the District.

- 5.38.4 A recreational vehicle may not be augmented by an attached canopy, deck, lean-to or any other attached accessory building. Detached accessory buildings over 15.0 m² (161.5 ft²) require a development permit.
- 5.38.5 Sewage and wastewater systems, including holding tanks and onsite treatment are subject to approval from an agency authorized by the Alberta Safety Codes Authority.
- 5.38.6 Utility hookups are subject to approval from an agency authorized by the Alberta Safety Codes Authority.

Table 5-2: Recreational Vehicle Regulations

Land Use District	Parcel Size	Maximum Number of Recreational Vehicles
Agricultural One (A-1) District	Between 64.7 ha (160.00 ac) and 32. ha (79.1 ac)	5
Agricultural One (A-1) District	Between 32 ha (79.1 ac) and 8.1 ha (20 ac)	4
Agricultural One (A-1) District	Less than 8.1 ha (20 ac)	3
Agricultural Two (A-2) District	Between 32 ha (79.1 ac) and 8.1 ha (20 ac)	4
Country Residential One (CR-1) District outside the Sturgeon Lake Area Structure Plan	Between 8.1 ha (20 ac) and 1.2 ha (3 ac)	1
Country Residential One (CR-1) District inside the Sturgeon Lake Area Structure Plan	Between 8.1 ha (20 ac) and 1.0 ha (2.5 ac)	3
Country Residential Two (CR-2) District outside the Sturgeon Lake Area Structure Plan	Between 2.0 ha (5 ac) and 1.0 ha (2.5 ac)	1
Country Residential Two (CR-2) District inside the Sturgeon Lake Area Structure Plan	Between 1.0 ha (2.5 ac) and 0.39 ha (0.95 ac)	3
Country Residential Two (CR-2) District inside the Sturgeon Lake Area Structure Plan	Less than 0.39 ha (0.95 ac)	2
Country Residential Three (CR-3) District	Between 4.04 ha (10 ac) and 1.0 ha (2.5 ac)	4
Country Residential Three (CR-3) District	Between 1.0 ha (2.5 ac) and 0.39 ha (0.95 ac)	3
Country Residential Three (CR-3) District	Less than 0.39 ha (0.95 ac)	2
Hamlet Residential (HR) District	Greater than 465.0 m ² (5,005.2 ft ²)	1

5.39 Campgrounds

- 5.39.1 When considering an application for development of a campground whether consisting of campsites or recreational lots, the Development Authority shall have regard for the suitability of the site based on its physical attributes, accessibility, surrounding land uses and environmental sensitivity.
- 5.39.2 An application for a campground shall include a detailed plan showing natural contours and vegetation, vehicle and pedestrian circulation systems, common areas, utilities, buildings, service areas and proposed campsites to the satisfaction of the Development Authority
- 5.39.3 The addition or rearrangement of campsites, the construction or moving of buildings, the material change in use of portions of land, or the filling or clearing of land shall require a new development permit, and the developer shall submit, for approval, an amended plan incorporating the changes.

5.40 Signage

5.40.1 General

- a) The quality, aesthetic character, materials and finishing of sign construction shall be to the satisfaction of the Development Authority.
- All signs shall be kept in good repair and maintained in a manner satisfactory to the Development Authority.
- c) Off-site directional signage may be allowed on private property, wherein the case of major agricultural, commercial or industrial developments, in the opinion of the Development Authority, volumes of vehicular and pedestrian traffic frequenting such developments may warrant such signage.

5.40.2 Permanent Signage

- a) A permanent sign is a sign that:
 - i. Exceeds 1.0 m² (10.8 ft²) in area;
 - ii. Exceeds 1.5 m (4.9 ft.) in height;
 - iii. Is not for a Federal, Municipal or Provincial election; and,
 - iv. Is displayed for more than 21 consecutive days.
- b) An on-site sign that is displayed for less than twenty-one (21) consecutive days does not exceed 1.0 m² (10.8 ft²) in area or 1.5 m (4.9 ft.) in height and is intended for:

- i. Advertising the sale or lease of a dwelling unit or property;
- ii. Identifying a construction or demolition project which a development has been issued; or,
- iii. Identifying a charitable campaign.
- iv. Shall be considered a temporary sign and subject to the regulations in Section5.11, Setbacks from Adjacent Roads.
- c) A permanent sign shall not be erected on land or affixed to any building or structure within 300.0 m (984.2 ft.) of a highway or within 800.0 m (2,624.7 ft.) of the intersection of a highway and public road unless approval is obtained from Alberta Transportation pursuant to the Public Highway Development Act;
- d) A permanent sign shall not be erected on land or affixed to any building or structure in any area of Greenview that is outside the setbacks identified in Section 5.11, Setbacks from Adjacent Roads unless a development permit approved by the Development Authority has been issued for the permanent sign;
- e) A development permit application for one or more permanent signs shall not be approved if, in the opinion of the Development Authority, the sign would:
 - i. Unduly interfere with the amenities of the area;
 - ii. Be located within a right-of-way owned by Greenview;
 - iii. Materially interfere with or affect the use, enjoyment or value of neighbouring properties; or,
 - iv. Create a safety hazard to adjacent properties or to members of the travelling public by way of impairing sight lines.
- f) Permanent signage on private property shall be limited to two (2) permanent signs per parcel;
- g) Permanent signage on private property shall not advertise a business, activity or event that is not located on the parcel of land on which the sign is located;
- h) Permanent signage shall;
 - i. Have maximum dimensions of 1.3 m (4.3 ft.) in length and 2.5 m (8.2 ft.) in width;
 - ii. Be constructed using 2.0 mm (0.1 in) high tensile flat aluminum, 19.00 mm (0.75 in) high-density plywood or 38.0 mm (1.5 in) solid wood;
 - iii. Have a finish consisting of high-density reflective finish or equivalent, with die-cut lettering or silk screen lettering;

- iv. Have a minimum letter size of 10.0 cm (3.9 in), all uppercase and uniform letter style; and,
- v. Conform to all regulations of the Land Use District in which the sign is located.

5.40.3 Temporary Signage

- a) A temporary sign shall not be:
 - i. Greater than 1.0 m² (10.8 ft²) in area;
 - ii. Greater than 1.5 m (4.9 ft.) in height;
 - iii. Located on a parcel of land for more than twenty-one (21) days;
 - iv. For the commercial sale of goods or services; and,
 - v. For the advertising of a business, activity or event that is not on the parcel of land on which the sign is located.
- A temporary on-site sign intended for the uses identified in Section 5.40.2, Permanent Signage, must be removed no more than seven (7) days following the date any advertised event, project or sale concludes;
- c) Federal, Municipal or Provincial election signs shall not be erected until thirty (30) days before a Municipal election or before the date of election call for a Federal or Provincial election and shall be removed within seventy-two (72) hours of the closing of the polls.

5.40.4 Logo Signage

- a) A logo sign is a sign that:
 - i. Exceeds 1.0 m² (10.8 ft²) in area;
 - ii. Exceeds 1.5 m (4.9 ft.) in height;
 - iii. Is placed within a highway or municipal road right-of-way; and,
 - iv. Is provided and erected by Greenview to display the logos and/or business names for local businesses or service providers.
- b) A logo sign shall not be erected on land or affixed to any building or structure within 300.0 m (984.3 ft.) of a highway or within 800.0 m (2,624.7 ft.) of the intersection of a highway and public road unless approval is obtained from Alberta Transportation pursuant to the Public Highway Development Act;
- c) A logo sign shall not be erected on land or affixed to any building or structure in any area of Greenview that is outside the setbacks identified in Section 5.40.4, Temporary Signage

unless a development permit approved by the Development Authority has been issued for
the permanent sign.

6 OFF-STREET PARKING REGULATIONS

6.1 Parking and Storage

- 6.1.1 The Development Authority shall require all developments in all HC, HI, HR and CR-3 Districts to provide off-street parking and loading facilities in accordance with this Bylaw unless otherwise stated.
- 6.1.2 In the HR District, parking and storage shall be permitted outside of a dwelling unit as follows:
 - a) Trucks, commercial vehicles or equipment temporarily required for the ongoing construction, repair and servicing or maintenance of the premises;
 - b) Any dismantled or wrecked automobile, truck, recreational vehicle, trailer, or construction equipment for a period of not more than fourteen (14) consecutive days;
 - c) One (1) boat or vessel unit not exceeding a centre line length of 11.0 m (36.1 ft.);
 - d) One (1) trailer not exceeding a body length of 12.2 m (40.0 ft.).
- 6.1.3 In the CR-1, CR-2 and CR-3 Districts, parking and storage shall be permitted outside of a dwelling unit as follows:
 - a) Trucks, commercial vehicles or equipment temporarily required for the ongoing construction, repair and servicing or maintenance of the premises;
 - b) Any dismantled or wrecked automobile, truck, recreational vehicle, trailer, or construction equipment for a period of not more than fourteen (14) consecutive days;
 - c) Two (2) boats or vessel units not exceeding a centre line length of 11.0 m (36.1 ft.);
 - d) Two (2) trailer not exceeding a body length of 12.2 m (40.0 ft.).

6.2 Vehicle Storage

- 6.2.1 Except where specifically permitted, no HR, CR-1, CR-2 or CR-3 parcel may be used for:
 - a) The keeping of detached parts of motor vehicles or recreational vehicles, unless the parts are completely enclosed in a permanent building;
 - b) The storage of derelict, wrecked or dismantled motor vehicles or recreational vehicles for more than fourteen (14) consecutive days; and,
 - c) The storing of unlicensed motor vehicles, recreational vehicles or detached parts of such on a vacant lot.

6.3 Parking Space Standards

- 6.3.1 All parking or loading spaces must be graded and drained to properly dispose of all surface water and maintain positive drainage to not cause flooding.
- 6.3.2 The Development Authority may require that parking or loading spaces are surfaced with asphalt, concrete or similar pavement, or other hard surface such as interlocking paving stones, to provide a surface that is durable and dust free.
- 6.3.3 When a building requires parking or loading spaces, the owner of the building shall provide the required parking and loading spaces at or before the time of occupancy of the building.
- 6.3.4 Entrances and exits to and from all parking spaces must be by means of unobstructed manoeuvring aisles. The manoeuvring aisles must be not less than 7.0 m (23.0 ft.) wide for right angle parking and may be reduced to 4.5 m (14.8 ft.) for angle parking up to 45 degrees to the manoeuvring aisle.
- 6.3.5 Maneuvering aisles and fire lanes must be a minimum of 7.0 m (23.0 ft.) wide.
- 6.3.6 All parking and loading spaces required by this Bylaw shall be located on the same site as the use requiring them, subject to setback and yard requirements.
- 6.3.7 For parking areas with twenty-five (25) parking spaces or less, parking spaces must be a minimum of:
 - a) 6.0 m (19.7 ft.) in length; and,
 - b) 3.0 m (9.8 ft.) in width.
- 6.3.8 For parking areas with twenty-five (25) parking spaces or more, parking spaces must be a minimum of:
 - a) 5.4 m (17.7 ft.) in length; and,
 - b) 2.7 m (8.9 ft.) in width.
- 6.3.9 Driveway widths for residential front yard parking stalls shall not exceed 40% of the total lot width at the property line, and shall not be less than 3.0 m (9.8 ft.) wide.

6.4 Parking Spaces for Persons with Disabilities

- 6.4.1 Where more than twenty (20) parking stalls are required, every off-street parking area must provide 1% of the required stalls, with a minimum of one (1) stall for the use of persons with disabilities. Each stall must be:
 - a) At least 4.0 m (13.1 ft.) in width and at least 7.5 m (24.6 ft.) in length;
 - b) Located as close as possible to a main accessible building entrance; and,
 - c) Clearly identified for the exclusive use of persons with disabilities.

6.5 Parking Regulations

- 6.5.1 The required number of off-street parking spaces for motor vehicles for any use is calculated according to Table 6-1 in which Column I classifies the types of uses and Column II sets out the number of required off-street parking spaces that are to be provided.
- 6.5.2 In respect of a use permitted under this Bylaw which is not specifically referred to in Column I of Table 6-1, the required number of off-street parking spaces is calculated based on the requirements for a similar use that is listed in the table, or at the discretion of the Development Authority.
- 6.5.3 For the purpose of computing the required number of off-street parking spaces, any fraction shall be rounded up to the nearest whole number.
- 6.5.4 Where more than one use is located on a parcel the required number of off-street parking spaces shall be the sum total of the requirements for each use.
- 6.5.5 Where more than one use is located in a building, the required number of off-street parking spaces may recognize the mixed-use and determine the number of spaces required based on the various portions of the building dedicated to each use.
- 6.5.6 Unless otherwise provided for in this Bylaw, the minimum number of off-street parking spaces that shall be required within Hamlets is as outlined in Table 6-1.

Table 6-1: Off-Street Parking Regulations

Use of a Building or Parcel	Minimum Number of Required Off-Street Parking Spaces
a) Bed and breakfast	1 space per bedroom available for rent, in addition to the spaces required for the dwelling unit, single detached
b) Commercial recreational facilities	1 space per 20.0 m² (215.3 ft²) gross leasable area
c) Dwelling unit, single detached	2 spaces per unit
d) Campground and campsites	1 space per recreational vehicle stall
e) Dwelling unit, multiple	2 spaces per unit for 4 or fewer units1.5 per unit for 5 or more units
f) Hotel and motels	1 space per guest room
g) Industrial	1 per 403 m ² of gross leasable area
h) Office (Government, Professional, Trade)	2 spaces per 93.0 m² (1,001.0 ft²)
i) Places of public assembly	1 space per 4 seats
j) Restaurant	1 space per 4 seats
k) Retail uses	4 spaces per 93.0 m² (1,001.0 ft²)
I) School, elementary and middle	1 space per classroom
m) School, high school	3 spaces per classroom
n) Suites	1 space per suite
o) Warehouse, storage facility	1 space per 93.0 m² (1,001.0 ft²)
p) All other developments	As required by Development Authority

7 ESTABLISHMENT OF DISTRICTS

7.1 District Classification

7.1.1 For the purpose of this Bylaw, lands within the boundaries of Greenview shall be divided into the Districts identified in Table 7-1.

Table 7-1: Establishment of Districts

District Name	District Abbreviation
Agricultural One	A-1
Agricultural Two	A-2
Rural Settlement	RS
Country Residential One	CR-1
Country Residential Two	CR-2
Country Residential Three	CR-3
Hamlet Residential	HR
Manufactured Home Park	MHP
Institutional	INS
Recreational	REC
Hamlet Commercial	HC
Rural Commercial	RC
Hamlet Industrial	HI
Industrial Light	M-1
Industrial General	M-2
Crown Land	CL

7.2 Location of Districts

7.2.1 The location of each District is established in Schedule B, the land use maps of this Bylaw.

7.3 Land Use District

- 7.3.1 Where a Land Use District boundary shown on Schedule B follows a highway, road right-of-way or watercourse, the centerline of such shall be the land use boundary.
- 7.3.2 Where the Land Use District boundary does not follow a legally defined line, the Land Use District boundary shall be determined by scaling from the land use maps.

8 LAND USE DISTRICTS

8.1 Agricultural One (A-1) District

8.1.1 Purpose

a) The purpose of this District is to protect and preserve better agricultural lands. The uses allowed in this District are those which may be compatible with extensive agricultural operations, and which minimize the loss of agricultural lands to non-agricultural uses.

8.1.2 Uses

a) Table 8-1 identifies the permitted and discretionary uses within the A-1 District.

Table 8-1: A-1 Permitted and Discretionary Uses

Pei	mitted Uses	Disc	retionary Uses
1.	Accessory Building	1.a	Abattoir
2.	Agricultural Processing	2.a	Airstrip
3.	Agriculture, Horticulture	3.a	Compressor Station
4.	Animal Breeding Establishment	4.a	Craft Brewery and Distillery
5.	Apiary	5.a	Home Occupation, Major
6.	Bed and Breakfast	6.a	Natural Resource Extraction
7.	Boarding and Lodging	7.a	Oil and Gas Facility
8.	Borrow Pit	8.a	Recreation, Outdoor Motorized Vehicle
9.	Dugout	9.a	Recreation, Outdoor Passive
10.	Dwelling Unit, Accessory	10.a	Recreational Vehicle Storage
11.	Dwelling Unit, Manufactured	11.a	Solar Collector, Major
12.	Dwelling Unit, Modular	12.a	Utilities, Major
13.	Dwelling Unit, Single Detached	13.a	Wind Energy Conversion System, Major
14.	Greenhouse	14.a	Work Camp, Project Oriented
15.	Home Occupation, Minor		
16.	Housing Collective, Communal		
17.	Kennel, Commercial		
18.	Kennel, Hobby		
19.	Medical Marijuana Cultivation		
20.	Sign		
21.	Solar Collector, Minor		
22.	Storage, Outdoor		
23.	Suite, Attached		
24.	Suite, Detached		
25.	Wind Energy Conversion System, Minor		

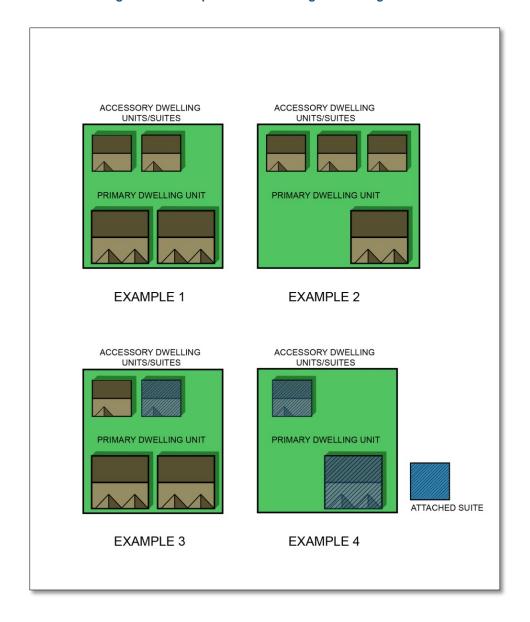
8.1.3 Regulations

a) On a parcel located in an A-1 District, no building or structure shall be constructed, located or altered, and no subdivision approved which contravenes the regulations set out in Table 8-2.

Table 8-2: A-1 District Regulations

Matter to Be Regulated	Regulation
.1 Maximum density	A maximum of 4 dwelling units per parcel, which may include: a maximum of 2 primary dwelling units a maximum of 3 accessory dwelling units and/or suites
.2 Minimum parcel size	1.2 ha (3 ac)
.3 Minimum parcel width	185.0 m (607.0 ft.)
 .4 Minimum setback of principal building from: Front parcel and exterior side parcel lines 	Provincial highway: 40.0 m (134.5 ft.) Internal subdivision road: 7.5 m (24.6 ft.) Service road: 7.5 m (24.6 ft.) All other roads: 40.0 m (134.5 ft.) Undeveloped road allowance: 40.0 m (134.5 ft.)
Interior side parcel line	15.0 m (49.2 ft.)
Rear parcel line	15.0 m (49.2 ft.)
 .5 Minimum setback of accessory building from: Front parcel and exterior side parcel lines 	Provincial highway: 40.0 m (134.5 ft.) Internal subdivision road: 7.5 m (24.6 ft.) Service road: 7.5 m (24.6 ft.) All other roads: 40.0 m (134.5 ft.)
Interior side parcel line	15.0 m (49.2 ft.)
Rear parcel line	15.0 m (49.2 ft.)
Maximum building and structure height Principal building and structures Accessory building Maximum parcel acceptage (all buildings)	10.0 m (32.8 ft.) 10.0 m (32.8 ft.) 30 %
.7 Maximum parcel coverage (all buildings)	30 %

Figure 8-1: Examples of A-1 Dwelling Unit Configurations



8.1.4 Other Regulations

- All applications for confined feeding operations must be submitted to the Natural Resources Conservation Board for review and approval in accordance with the Agricultural Operation Practices Act;
- b) A maximum of 8.1 ha (20 ac) can be subdivided out of a quarter Section of A-1 land;
- c) Work Camp, Project-Oriented Only within 400.00 m (1,312.3 ft.) of highways;
- d) First Parcel Out: Minimum: 1.2 ha (3 ac)

Maximum: 8.1 ha (20 ac)

- e) An application to create two titles based upon a fragmented parcel may be approved notwithstanding the size of parcels to be created on either side of the fragmentation line with the following conditions:
 - Minimum parcel sizes and other development considerations must be adhered to;
 - Parcels fragmented by water bodies or ravines would still be subject to environmental reserve evaluation and dedication.
- f) Agricultural parcels that are fragmented will be prorated by the size of the parcel to determine the number and size of parcels that are to qualify for subdivision from each fragmented portion as follows:
 - i. The amount of land that may be subdivided from a fragmented parcel will be directly proportionate to its percentage of the quarter section.

*** See the General Regulations (Section 5.0) for additional regulations and exceptions. ***

8.2 Agricultural Two (A-2) District

8.2.1 Purpose

a) The purpose of this District is to protect and preserve better agricultural lands on smaller parcels. The uses allowed in this District are those which are compatible with smaller agricultural operations and are seen to have lower nuisance values.

8.2.2 Uses

a) Table 8-3 identifies the permitted and discretionary uses within the A-2 District.

Table 8-3: A-2 Permitted and Discretionary Uses

Permitted Uses	Discretionary Uses	
Accessory Building	1.a Agricultural Processing	
2. Agriculture, Horticulture	2.a Craft Brewery and Distillery	
3. Apiary	3.a Home Occupation, Major	
4. Bed and Breakfast	4.a Kennel, Commercial	
5. Boarding and Lodging	5.a Recreation, Outdoor Passive	
6. Borrow Pit		
7. Dugout		
8. Dwelling Unit, Accessory		
9. Dwelling Unit, Manufactured		
10. Dwelling Unit, Modular		
11. Dwelling Unit, Single Detached		
12. Greenhouse		
13. Home Occupation, Minor		
14. Housing Collective, Communal		
15. Kennel, Hobby		
16. Sign		
17. Solar Collector, Minor		
18. Suite, Attached		
19. Suite, Detached		
20. Wind Energy Conversion System, Minor		

8.2.3 Regulations

a) On a parcel located in this District, no building or structure shall be constructed, located or altered, and no plan of subdivision approved which contravenes the regulations set out in Table 8-4.

Table 8-4: A-2 District Regulations

Ма	tter to Be Regulated	Regulation
.1	Maximum density	A maximum of 3 dwelling units per parcel, which may include: a maximum of 1 primary dwelling unit a maximum of 2 accessory dwelling units and/or suites
.2	Maximum parcel size	32.0 ha (79.1 ac)
.3	Minimum parcel size	8.1 ha (20 ac)
.4	Minimum parcel width	185.0 m (607.0 ft.)
.5	 Minimum setback of principal building from: Front parcel and exterior side parcel lines Interior side parcel line Rear parcel line 	Provincial highway: 40.0 m (134.5 ft.) Internal subdivision road: 7.5 m (24.6 ft.) Service road: 7.5 m (24.6 ft.) All other roads: 40.0 m (134.5 ft.) Undeveloped road allowance: 40.0 m (134.5 ft.) 15.0 m (49.2 ft.) 15.0 m (49.2 ft.)
.6	Minimum setback of accessory building from:	Provincial highway: 40.0 m (134.5 ft.) Internal subdivision road: 7.5 m (24.6 ft.) Service road: 7.5 m (24.6 ft.) All other roads: 40.0 m (134.5 ft.) 15.0 m (49.2 ft.) 15.0 m (49.2 ft.)
.7	Maximum building and structure height	
	Principal building and structuresAccessory building	10.0 m (32.8 ft.) 10.0 m (32.8 ft.) 30 %
.8	Maximum parcel coverage (all buildings)	JU 70

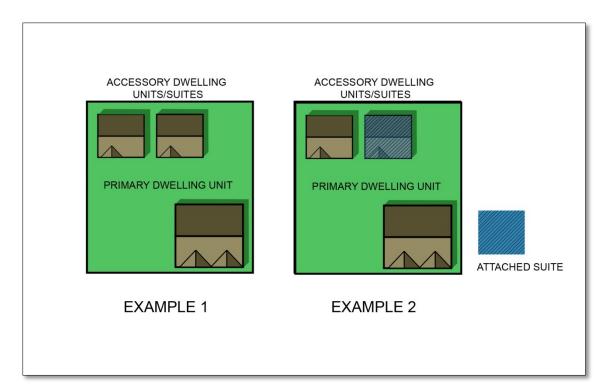


Figure 8-2: Examples of A-2 Dwelling Unit Configurations

8.2.4 Other Regulations:

- All applications for confined feeding operations must be submitted to the Natural Resources Conservation Board for review and approval in accordance with the Agricultural Operation Practices Act;
- b) A maximum of 32.0 ha (79.1 ac) can be subdivided out of a quarter Section of land;

^{***} See the General Regulations (Section 5.0) for additional regulations and exceptions. ***

8.3 Rural Settlement (RS) District

8.3.1 Purpose

a) The purpose of this District is to provide for the development of lands that create a sustainable community in the rural settlements.

8.3.2 Uses

a) Table 8-5 below identifies the permitted and discretionary uses within the RS District.

Table 8-5: RS Permitted and Discretionary Uses

Permitted Uses		Discretionary Uses	
1.	Accessory Building	1.a	Campground
2.	Agricultural Pursuit, Minor	2.a	Convenience Store
3.	Backyard Hen Enclosure	3.a	Greenhouse
4.	Bee Keeping	4.a	Home Occupation, Major
5.	Borrow Pit	5.a	Natural Resource Extraction
6.	Dugout	6.a	Recreation, Indoor
7.	Dwelling Unit, Accessory	7.a	Recreation, Outdoor Passive
8.	Dwelling Unit, Manufactured	8.a	Solar Collector, Major
9.	Dwelling Unit, Modular	9.a	Storage, Outdoor
10.	Dwelling Unit, Semi-Detached	10.a	Work Camp, Project Oriented
11.	Dwelling Unit, Single Detached		
12.	Home Occupation, Minor		
13.	Housing Collective, Communal		
14.	Solar Collector, Minor		
15.	Shipping Container		
16.	Suite, Attached		
17.	Suite, Detached		
18.	Wind Energy Conversion System, Minor		

8.3.3 Regulations

- a) On a parcel located in the RS District, no building or structure shall be constructed, located or altered, and no subdivision approved which contravenes the regulations set out in Table 8-6.
- b) Uses listed within the Institutional District (INS) are to be considered Discretionary Uses in the RS District

Table 8-6: RS District Regulations

Ма	tter to Be Regulated	Regulation
.1	Minimum parcel size	32.0 ha (79.1 ac)
.2	Minimum parcel width	185.0 m (608.0 ft.)
.3	Minimum setback of principal building from:	
	 Front parcel and exterior side parcel 	Provincial highway: 40.0 m (134.5 ft.)
	lines	Internal subdivision road: 7.5 m (24.6 ft.)
		Service road: 7.5 m (24.6 ft.)
		All other roads: 40.0 m (134.5 ft.)
		Undeveloped road allowance: 40.0 m
		(134.5 ft.)
	 Interior side parcel line 	15.0 m (49.2 ft.)
	 Rear parcel line 	15.0 m (49.2 ft.)
.4	Minimum setback of accessory building from:	
	 Front parcel and exterior side parcel 	Provincial highway: 40.0 m (134.5 ft.)
	lines	Internal subdivision road: 7.5 m
		(24.6 ft.)
		Service road: 7.5 m (24.6 ft.)
		All other roads: 40.0 m (134.5 ft.)
	 Interior side parcel line 	15.0 m (49.2 ft.)
	Rear parcel line	15.0 m (49.2 ft.)
.5	Maximum building and structure height	
	 Principal building and structures 	10.0 m (32.8 ft.)
	 Accessory building 	10.0 m (32.8 ft.)
.6	Maximum parcel coverage (all buildings)	35 %

8.3.4 Additional Requirements

a) All applications for confined feeding operations must be submitted to the Natural Resources Conservation Board for review and approval in accordance with the *Agricultural Operation Practices Act*.

^{***} See the General Regulations (Section 5.0) for additional regulations and exceptions. ***

8.4 Country Residential One (CR-1) District

8.4.1 Purpose

a) The purpose of this District is to accommodate residential development on mid-sized parcels, which include minor agricultural pursuits and allow for the keeping of a limited number of livestock.

8.4.2 Uses

a) Table 8-7 identifies the permitted and discretionary uses within the CR-1 District:

Table 8-7: CR-1 Permitted and Discretionary Uses

Permitted Uses	Discretionary Uses	
Accessory Building	1.a Dwelling Unit, Manufactured	
2. Agricultural Pursuit, Minor	2.a Home Occupations, Major	
3. Backyard Hen Enclosure	3.a Sign	
4. Bed and Breakfast		
5. Bee Keeping		
6. Boarding and Lodging		
7. Dugout		
8. Dwelling Unit, Modular		
9. Dwelling Unit, Single Detached		
10. Home Occupation, Minor		
11. Kennel, Hobby		
12. Shipping Container		
13. Solar Collector, Minor		
14. Suite, Attached		
15. Suite, Detached		
16. Wind Energy Conversion System, Minor		

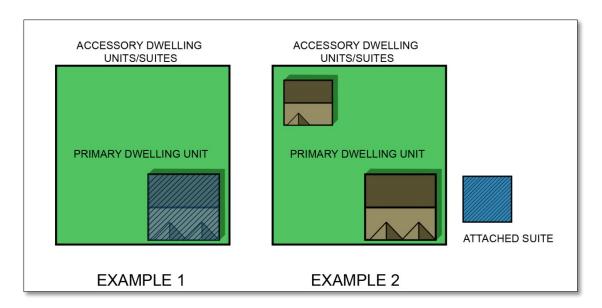
8.4.3 Regulations

 a) On a parcel located in the CR-1 District, no building or structure shall be constructed, located or altered, and no subdivision approved which contravenes the regulations set out in Table 8-8.

Table 8-8: CR-1 District Regulations

Ма	tter to Be Regulated	Regulation
.1	Maximum density	A maximum of 2 dwelling units per parcel, which may include: a maximum of 1 primary dwelling units
		a maximum of 1 suite
.2	Minimum parcel size	1.2 ha (3.0 ac)
.3	Maximum parcel size	4.0 ha (9.9 ac)
.4	Minimum parcel width	30.0m (98.4 ft.)
.5	Minimum setback of principal building from: • Front parcel and exterior side parcel lines • Interior side parcel line	Provincial highway: 40.0 m (134.5 ft.) Internal subdivision road: 7.5 m (24.6 ft.) Service road: 7.5 m (24.6 ft.) All other roads: 40.0 m (134.5 ft.) Undeveloped road allowance: 40.0 m (134.5 ft.) 7.5 m (24.6 ft.)
	Rear parcel line	15.0 m (49.2 ft.)
.6	Minimum setback of accessory building from: • Front parcel and exterior side parcel lines	Provincial highway: 40.0 m (134.5 ft.) Internal subdivision road: 7.5 m (24.6 ft.) Service road: 7.5 m (24.6 ft.) All other roads: 40.0 m (134.5 ft.)
	 Interior side parcel line 	5.0 m (16.4 ft.)
	Rear parcel line	5.0 m (16.4 ft.)
.7	Maximum building and structure height	
	 Principal building and structures 	10.0 m (32.8 ft.)
	Accessory building	10.0 m (32.8 ft.)
.8	Maximum parcel coverage (all buildings)	35 %

Figure 8-3: Example of CR-1 Dwelling Unit Configuration



8.4.4 Additional Regulations

- a) For this District, on-site servicing includes an approved wastewater disposal system and a piped or on-site water supply;
- b) Design guidelines for multi-parcel country residential development includes:
 - i. The provision of on-site parking; and,
 - ii. As a component of drainage management and as a water supply for fire protection, the provision of dugouts is encouraged where municipal water supplies are not available. The dugouts should be located along main access roads and should be bermed on all sides adjacent to roadways as a safety precaution.
- c) In this District, no person shall keep any livestock except in conformity with the following:
 - i. Livestock shall be limited to no more than one animal equivalency per ac or part thereof, to a maximum of three animal equivalents to be calculated in accordance with Table 8-9, which is used to determine the appropriate number of livestock.

Table 8-9: CR-1 Livestock Animal Equivalents

Type of Livestock	# of Animals Equivalent
Dairy (plus calf under 6 months)	1
Beef (plus calf under 6 months)	1
Bison (plus calf under 6 months)	1
Horse (plus foal under 6 months)	1
Sheep/Goats (plus lambs / kids under 6 months)	2
Pigs (plus offspring under 2 months)	2
Fowl	50
Rabbits	30
Exotic livestock animals: Alpacas / Llamas / Ostrich / Emus	2
Others	At the discretion of the
Official	Development Authority

- ii. Adequate fencing and/or buffering shall be constructed to the satisfaction of the Development Authority to ensure the on-site confinement of animals and to reduce the impact of noise or visual presence on surrounding properties; and,
- iii. Adequate measures to provide for the disposal of animal wastes shall be provided to the satisfaction of the Development Authority.

^{***} See the General Regulations (Section 5.0) for additional regulations and exceptions. ***

8.5 Country Residential Two (CR-2) District

8.5.1 Purpose

a) The purpose of this District is to allow for higher-density residential uses on smaller to mid-sized parcels.

8.5.2 Uses

a) Table 8-10 identifies the permitted and discretionary uses within the CR-2 District.

Table 8-10: CR-2 Permitted and Discretionary Uses

Permitted Uses	Discretionary Uses
Accessory Building	1.a Dwelling Unit, Manufactured
2. Backyard Hen Enclosure	2.a Kennel, Hobby
3. Bed and Breakfast	
4. Bee Keeping	
5. Boarding and Lodging	
6. Dugout	
7. Dwelling Unit, Modular	
8. Dwelling Unit, Single Detached	
9. Home Occupation, Minor	
10. Shipping Container	
11. Solar Collector, Minor	
12. Suite, Attached	
13. Suite, Detached	
14. Wind Energy Conversion System, Minor	

8.5.3 Regulations

 a) On a parcel located in a CR-2 District, no building or structure shall be constructed, located or altered, and no subdivision approved which contravenes the regulations set out in Table 8-11.

Table 8-11: CR-2 District Regulations

Ma	tter to Be Regulated	Regulation
.1	Maximum density	A maximum of 2 dwelling units per
		parcel, which may include:
		a maximum of 1 primary dwelling
		units
		a maximum of 1 suite
.2	Minimum parcel size	0.2 ha (0.5 ac)
.3	Maximum parcel size	2.0 ha (5.0 ac)
.4	Minimum parcel width	18 m (59.1 ft.)
.5	Minimum setback of principal building from:	
	 Front parcel and exterior side parcel lines 	Provincial highway: 40.0 m (134.5 ft.)
		Internal subdivision road: 7.5 m (24.6
		ft.)
		Service road: 7.5 m (24.6 ft.)
		All other roads: 40.0 m (134.5 ft.)
		Undeveloped road allowance 40.0 m
		(134.5 ft.)
	 Interior side parcel line 	3.0 m (9.8 ft.)
	Rear parcel line	3.0 m (9.8 ft.)
.6	Minimum setback of accessory building from:	
	 Front parcel and exterior side parcel lines 	Provincial highway: 40.0 m (134.5 ft.)
		Internal subdivision road: 7.5 m
		(24.6 ft.)
		Service road: 7.5 m (24.6 ft.)
		All other roads: 40.0 m (134.5 ft.)
	 Interior side parcel line 	1.5 m (4.9 ft.)
	Rear parcel line	1.5 m (4.9 ft.)
.7	Maximum building and structure height	
	 Principal building and structures 	10.0 m (32.8 ft.)
	 Accessory building 	5.0 m (16.5 ft.)
.8	Maximum parcel coverage (all buildings)	35 %

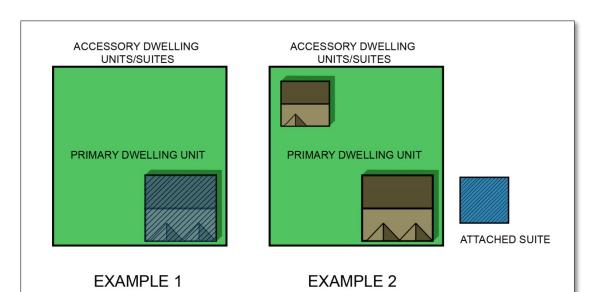


Figure 8-4: Example of CR-2 Dwelling Unit Configurations

8.5.4 Regulations

- a) For this District, municipal servicing includes on-site sewage holding tanks that will be disposed of in a municipal sewage lagoon by pipe or truck hauling, and an acceptable piped or on-site water supply;
- b) Design guidelines for multi-parcel country residential development includes:
 - i. The provision of on-site parking; and,
 - ii. As a component of drainage management and as a water supply for fire protection, the provision of dugouts is encouraged where municipal water supplies are not available. The dugouts should be located along main access roads and should be bermed on all sides adjacent to roadways as a safety precaution.
- c) The keeping of livestock is not permitted in this District.

^{***} See the General Regulations (Section 5.0) for additional regulations and exceptions. ***

8.6 Country Residential Three (CR-3) District

8.6.1 Purpose

a) The purpose of this district is to provide for specific areas where multi-lot country residential development may take place in proximity to lakes and rivers while allowing for the development of residential and recreational uses in areas where the provision of municipal and/or community-type services would support such development.

8.6.2 Uses

a) Table 8-12 identifies the permitted and discretionary uses within the CR-3 District.

Table 8-12: CR-3 Permitted and Discretionary Uses

Pe	rmitted Uses	Disc	cretionary Uses
1.	Accessory Building	1.a	Accommodation, Clustered Leisure
2.	Dwelling Unit, Modular	2.a	Backyard Hen Enclosure
3.	Dwelling Unit, Single Detached	3.a	Bee Keeping
4.	Shipping Container	4.a	
5.	Solar Collector, Minor	4.a	Dwelling Unit, Manufactured
6.	Wind Energy Conversion System, Minor		

8.6.3 Regulations

a) On a parcel located in the CR-3 District, no building or structure shall be constructed, located or altered, and no subdivision approved which contravenes the regulations set out in Table 8-13.

Table 8-13: CR-3 District Regulations

Ma	tter to be Regulated	Regulation
.1	Maximum density	A maximum of 1 dwelling unit per
		parcel.
.2	Minimum parcel size	0.2 ha (0.5 ac)
.3	Maximum parcel size	4.0 ha (9.9 ac)
.4	Minimum parcel width	18.0 m (59.1 ft.)
.5	Minimum setback of principal building from:	
	 Front parcel and exterior side parcel lines 	Provincial highway: 40.0 m (134.5 ft.)
		Internal subdivision road: 7.5 m (24.6
		ft.)
		Service road: 7.5 m (24.6 ft.)
		All other roads: 40.0 m (134.5 ft.)
		Undeveloped road allowance 40.0 m
		(134.5 ft.)
	 Interior side parcel line 	3.0 m (9.8 ft.)
	 Rear parcel line 	3.0 m (9.8 ft.)
.6	Minimum setback of accessory building from:	
	 Front parcel and exterior side parcel lines 	Provincial highway: 40.0 m (134.5 ft.)
		Internal subdivision road: 7.5 m
		(24.6 ft.)
		Service road: 7.5 m (24.6 ft.)
		All other roads: 40.0 m (134.5 ft.)
	 Interior side parcel line 	1.5 m (4.9 ft.)
	Rear parcel line	1.5 m (4.9 ft.)
.7	Maximum building and structure height	
	 Principal building and structures 	10.0 m (32.8 ft.)
	 Accessory building 	8.0 m (26.2 ft.)
.8	Maximum parcel coverage (all buildings)	40 %

8.6.4 Additional Regulations

- Additional setbacks for environmental protection may be required at the time of development.
- b) The keeping of livestock is not permitted in this District.

^{***} See the General Regulations (Section 5.0) for additional regulations and exceptions. ***

8.7 Hamlet Residential (HR) District

8.7.1 Purpose

a) The purpose of this District is to encourage smaller parcel development and increase density in community cores, where municipal-type water and sewer facilities are provided.

8.7.2 Uses

a) Table 8-14 below identifies the permitted and discretionary uses within the HR District.

Table 8-14: HR Permitted and Discretionary Uses

Permitted Uses	Discretionary Uses
Accessory Building	1.a Backyard Hen Enclosure
2. Apartment	2.a Bee Keeping
3. Dwelling Unit, Modular	3.a Dwelling Unit, Manufactured
4. Dwelling Unit, Multiplex	
5. Dwelling Unit, Semi-Detached	
6. Dwelling Unit, Single Detached	
7. Dwelling Unit, Townhouse	
8. Home Occupation, Minor	
9. Shipping Container	
10. Solar Collector, Minor	
11. Suite, Attached	
12. Suite, Detached	
13. Wind Energy Conversion System, Minor	

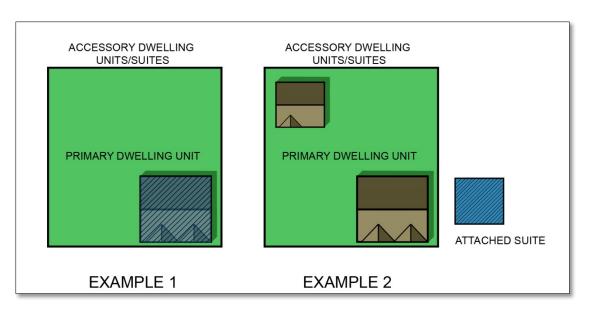
8.7.3 Regulations

 a) On a parcel located in the HR District, no building or structure shall be constructed, located or altered, and no subdivision approved which contravenes the regulations set out in Table 8-15.

Table 8-15: HR District Regulations

Ma	atter to Be Regulated	Regulation
.1	Maximum density	A maximum of 2 dwelling units per parcel, which may include: a maximum of 1 primary dwelling units a maximum of 1 suite
.2	Minimum parcel size	a maximum or i suite
.3	 Unserviced Serviced Municipal Water Only: Municipal Sewer Only:	1,860.0 m ² (20,020.9 ft ²) 465.0 m ² (5,005.2 ft ²) 1,395.0 m ² (15,015.7 ft ²) 930.0 m ² (10,010.4 ft ²)
.4	Maximum parcel size	0.3 ha (0.7 ac)
.5	Minimum parcel width	15.0 m (49.2 ft.)
.6	Minimum setback of principal building from: • Front parcel and exterior side parcel lines • Interior side parcel line • Rear parcel line	Provincial highway: 40.0 m (134.5 ft.) Internal subdivision road: 7.5 m (24.6 ft.) Service road: 7.5 m (24.6 ft.) All other roads: 40.0 m (134.5 ft.) Undeveloped road allowance 40.0 m (134.5 ft.) 1.5 m (4.9 ft.) 1.5 m (4.9 ft.)
.7	Minimum setback of accessory building from:	Provincial highway: 40.0 m (134.5 ft.) Internal subdivision road: 7.5 m (24.6 ft.) Service road: 7.5 m (24.6 ft.) All other roads: 40.0 m (134.5 ft.) 1.5 m (4.9 ft.)
	Rear parcel line	1.5 m (4.9 ft.)
.8	 Maximum building and structure height Principal building and structures 4 storeys Principal building and structures 3 storeys All other principal building and structures Accessory building Maximum parcel coverage (all buildings) 	16.0 m (52.5 ft.) 14.0 m (45.9 ft.) 10.0 m (32.8 ft.) 5.0 m (16.4 ft.)
9	maximum parcer coverage (all bullulings)	TO /0

Figure 8-5: Example of HR Dwelling Unit Configurations



^{***} See the General Regulations (Section 5.0) for additional regulations and exceptions. ***

8.8 Manufactured Home Park (MHP) District

8.8.1 Purpose

a) The purpose of this District is to provide for the development of Manufactured Home Parks on those sites where municipal-type water and sewer facilities are provided.

8.8.2 Uses

a) Table 8-16 identifies the permitted and discretionary uses within the MHP District.

Table 8-16: MHP Permitted and Discretionary Uses

Pe	rmitted Uses	Disc	retionary Uses
1.	Accessory Building	1.a	Backyard Hen Enclosure
2.	Convenience Store	2.a	Bee Keeping
3.	Dugout	3.a	Personal Services Establishment
4.	Dwelling Unit, Manufactured		
5.	Home Occupation, Minor		
6.	Manufactured Home Park Office		
7.	Shipping Container		
8.	Sign		
9.	Solar Collector, Minor		
10.	Wind Energy Conversion System, Minor		

8.8.3 Regulations

a) On a parcel located in the MHP District, no building or structure shall be constructed, located or altered, and no subdivision approved which contravenes the regulations set out in Table 8-17.

Table 8-17: MHP District Regulations

Ма	tter to Be	Regulated	Regulation
.1	Maximun	n density	A maximum of 1 dwelling unit per
			parcel
.2	Minimum	parcel size	365 m ² (3,928.8 ft ²)
.3	Minimum	parcel width	9.7 m (31.8 ft.)
.4	Minimum	setback of principal building from:	
	•	Front parcel and exterior side parcel lines	Provincial highway: 40.0 m (134.5 ft.) Internal subdivision road: 7.5 m (24.6 ft.)
			Service road: 7.5 m (24.6 ft.) All other roads: 40.0 m (134.5 ft.) Undeveloped road allowance 40.0 m (134.5 ft.)
	•	Interior side parcel line abutting residential	1.5 m (4.9 ft.) or 4.5 m (14.8 ft.) from adjacent unit
	•	Rear parcel line	6.0 m (19.7 ft.)
.5	Minimum	setback of accessory building from:	
	•	Front parcel and exterior side parcel lines	Provincial highway: 40.0 m (134.5 ft.) Internal subdivision road: 7.5 m (24.6 ft.) Service road: 7.5 m (24.6 ft.) All other roads: 40.0 m (134.5 ft.)
	•	Interior side parcel line abutting residential	3.0 m (9.8 ft.)
	•	Interior side parcel line abutting other	1.5 m (4.9 ft.)
	•	Rear parcel line	7.5 m (24.6 ft.)
.6	Maximum	n building and structure height	10.0 m (32.8 ft.)
.7	Maximum	n parcel coverage (all buildings)	40 %

^{***} See the General Regulations (Section 5.0) for additional regulations and exceptions. ***

8.9 Direct Control (DC) District

8.9.1 Purpose

a) The purpose of this district is to provide for developments that, due to their unique characteristics and/or site conditions, require specific direction unavailable in conventional land use districts. This district is not intended to be used in substitution for any other land use district in this Bylaw that could be used to achieve the same result Uses.

8.9.2 Use

a) Table 8-18 identifies the permitted and discretionary uses within the DC District.

Table 8-18: DC Permitted and Discretionary Uses

Permitted Uses	Discretionary Uses
1. None	1.a As determined by Council

8.9.3 Regulations

- a) The site provisions for developments in this District, including lot area, building setbacks, development density, parking, open space, and building height shall be determined by Council on a site-specific basis.
- b) All developments in this District shall conform to the provisions of any statutory plan that may be in effect in the area.

^{***} See the General Regulations (Section 5.0) for additional regulations and exceptions. ***

8.10 Institutional (INS) District

8.10.1 Purpose

a) The purpose of this District is to accommodate lands that are used for, held or otherwise best suited for public and institutional uses, which service the governmental, educational, religious, cultural and recreational needs of the community.

8.10.2 Uses

a) Table 8-19 identifies the permitted and discretionary uses within the INS District.

Table 8-19: INS Permitted and Discretionary Uses

Permitted Uses	Discretionary Uses
Accessory Building	1.a Solar Collector, Major
2. Borrow Pit	2.a Wind Energy Conversion System, Major
3. Cemetery	
4. Child Care, Facility	
5. Community Facility	
6. Corrections Services	
7. Dugout	
8. Dwelling Unit, Accessory	
9. Educational Services	
10. Government Services	
11. Health Services	
12. Medical Marijuana Dispensary	
13. Place of Worship	
14. Protective Services	
15. Recreation, Indoor	
16. Recreation, Outdoor Passive	
17. Shipping Container	
18. Solar Collector, Minor	
19. Supportive Living Accommodation	
20. Utilities, Major	
21. Wind Energy Conversion System, Minor	

8.10.3 Regulations

a) On a parcel located in an INS District, no building or structure shall be constructed, located or altered, and no subdivision approved which contravenes the regulations set out in Table8-20.

Table 8-20: INS District Regulations

Ма	tter to Be Regulated	Regulation
.1	Minimum parcel size	1.0 ha (2.5 ac)
.2	Maximum parcel size	4.0 ha (9.9 ac)
.3	Minimum parcel width	18.0 m (59.1 ft.)
.4	Minimum setback of principal building from:	
	 Front parcel and exterior side parcel lines 	Provincial highway: 40.0 m (134.5 ft.)
		Internal subdivision road: 7.5 m (24.6
		ft.)
		Service road: 7.5 m (24.6 ft.)
		All other roads: 40.0 m (134.5 ft.)
		Undeveloped road allowance 40.0 m
		(134.5 ft.).
	 Interior side parcel line 	3.0 m (9.8 ft.)
	Rear parcel line	7.5 m (24.6 ft.)
.5	Minimum setback of accessory building from:	
	 Front parcel and exterior side parcel lines 	Provincial highway: 40.0 m (134.5 ft.)
		Internal subdivision road: 7.5 m
		(24.6 ft.)
		Service road: 7.5 m (24.6 ft.)
		All other roads: 40.0 m (134.5 ft.)
	 Interior side parcel line 	1.5 m (4.9 ft.)
	Rear parcel line	2.0 m (6.6 ft.)
.6	Maximum building and structure height	10.0 m (32.8 ft.)
.7	Maximum parcel coverage (all buildings)	40 %

^{***} See the General Regulations (Section 5.0) for additional regulations and exceptions. ***

8.11 Recreational (REC) District

8.11.1 Purpose

a) The purpose of this District is to provide for the development of recreational facilities and uses for use on a temporary basis.

8.11.2 Uses

a) Table 8-21 below identifies the permitted and discretionary uses within the REC District.

Table 8-21: REC Permitted and Discretionary Uses

Permitted Uses	Discretionary Uses
Accessory Building	1.a Recreation, Outdoor Motorized Vehicle
2. Accommodation, Clustered Leisure	
3. Borrow Pit	
4. Campground	
5. Campsite	
6. Concession Stand	
7. Dugout	
8. Dwelling Unit, Accessory	
9. Hotel	
10. Marina	
11. Motel	
12. Recreation, Indoor	
13. Recreation, Outdoor Passive	
14. Resort	
15. Shipping Container	
16. Sign	
17. Solar Collector, Minor	
18. Wind Energy Conversion System, Minor	

8.11.3 Regulations

a) On a parcel located in the REC District, no building or structure shall be constructed, located or altered, and no subdivision approved which contravenes the regulations set out in Table 8-22.

Table 8-22: REC District Regulations

Matter to Be Regulated	Regulation
.1 Minimum parcel size	1.0 ha (2.5 ac)
.2 Minimum setback of principal building from:	
Front parcel and exterior side parcel lines	Provincial highway: 40.0 m (134.5 ft.) Internal subdivision road: 7.5 m (24.6 ft.) Service road: 7.5 m (24.6 ft.) All other roads: 40.0 m (134.5 ft.) Undeveloped road allowance 40.0 m (134.5 ft.)
Interior side parcel line	15.0 m (49.2 ft.)
Rear parcel line	15.0 m (49.2 ft.)
.3 Minimum setback of accessory building from:	
Front parcel and exterior side parcel lines Interior side parcel line	Provincial highway: 40.0 m (134.5 ft.) Internal subdivision road: 7.5 m (24.6 ft.) Service road: 7.5 m (24.6 ft.) All other roads: 40.0 m (134.5 ft.) 15.0 m (49.2 ft.)
Interior side parcel line	, ,
Rear parcel line	15.0 m (49.2 ft.)
.4 Maximum building and structure height	10 m
.5 Maximum parcel coverage (all buildings)	40 %

^{***} See the General Regulations (Section 5.0) for additional regulations and exceptions. ***

8.12 Hamlet Commercial (HC) District

8.12.1 Purpose

a) The purpose of this District is to provide for a variety of commercial and tourism-related developments within hamlets.

8.12.2 Uses

a) Table 8-23 below identifies the permitted and discretionary uses within the HC District.

Table 8-23: HC Permitted and Discretionary Uses

Permitted Uses	Discretionary Uses
Accessory Building	1.a Craft Brewery and Distillery
2. Animal Care Service, Minor	
3. Auto Sales and/or Service	
4. Building Supply	
5. Bus Depot	
6. Child Care, Facility	
7. Convenience Store	
8. Dwelling Unit, Accessory	
9. Health Services	
10. Hotel	
11. Medical Marijuana Dispensary	
12. Motel	
13. Office, Professional	
14. Personal Service Establishments	
15. Recreation, Indoor	
16. Restaurant	
17. Retail Sales	
18. Service Station	
19. Shipping Container	
20. Sign	
21. Solar Collector, Minor	
22. Truck Stop	
23. Vehicle Wash, Light Passenger	
24. Wind Energy Conversion System, Minor	

8.12.3 Regulations

a) On a parcel located in an HC District, no building or structure shall be constructed, located or altered, and no subdivision approved which contravenes the regulations set out in Table 8-24.

Table 8-24: HC District Regulations

Ма	tter to Be Regulated	Regulation
.1	Minimum parcel size	950.0 m ² (10,225.7 ft ²)
.2	Minimum parcel width	15.0 m (49.2 ft.)
.3	Minimum setback of principal building from:	
	Front parcel and exterior side parcel lines	Provincial highway: 40.0 m (134.5 ft.) Internal subdivision road: 7.5 m (24.6 ft.) Service road: 7.5 m (24.6 ft.) All other roads: 40.0 m (134.5 ft.)
		Undeveloped road allowance 40.0 m (134.5 ft.).
	 Interior side parcel line abutting residential 	3.0 m (9.8 ft.)
	Interior side parcel line abutting other uses	1.5 m (4.9 ft.)
	Rear parcel line	7.5 m (24.6 ft.)
.4	Minimum setback of accessory building from:	
	Front parcel and exterior side parcel lines	Provincial highway: 40.0 m (134.5 ft.) Internal Subdivision road: 7.5 m (24.6 ft.) Service road: 7.5 m (24.6 ft.) All other roads: 40.0 m (134.5 ft.)
	 Interior side parcel line abutting residential 	3.0 m (9.8 ft.)
	Interior side parcel line abutting other uses	1.5 m (4.9 ft.)
	Rear parcel line	7.5 m (24.6 ft.)
.5	Maximum building and structure height	
	 Principal building and structures 	10.0 m (32.8 ft.)
	 Accessory building 	5.0 m (16.4 ft.)
.6	Maximum parcel coverage (all buildings)	40 %

^{***} See the General Regulations (Section 5.0) for additional regulations and exceptions. ***

8.13 Rural Commercial (RC) District

8.13.1 Purpose

a) The purpose of this District is to provide for commercial uses located away from hamlets and rural settlements. Such developments may serve the travelling public or rural residents in the area and accommodate uses that require larger parcel sizes.

8.13.2 Uses

a) Table 8-25 identifies the permitted and discretionary uses within the RC District.

Table 8-25: RC Permitted and Discretionary Uses

Permitted Uses	Discretionary Uses			
Accessory Building	1.a Bulk Fueling Station			
2. Animal Care Service, Minor	2.a Craft Brewery and Distillery			
3. Auto Sales and/or Service				
4. Bus Depot				
5. Convenience Store				
6. Dwelling Unit, Accessory				
7. Hotel				
8. Motel				
9. Office, Professional				
10. Office, Trade				
11. Personal Services Establishment				
12. Protective Services				
13. Recreation, Indoor				
14. Recreational Vehicle Storage				
15. Restaurant				
16. Retail Sales				
17. Service Station				
18. Shipping Container				
19. Sign				
20. Solar Collector, Minor				
21. Truck Stop				
22. Vehicle Wash, Commercial				
23. Vehicle Wash, Light Passenger				
24. Wind Energy Conversion System, Minor				

8.13.3 Regulations

On a parcel located in an RC District, no building or structure shall be constructed, located or altered, and no subdivision approved which contravenes the regulations set out in Table 8-26.

Table 8-26: RC District Regulations

Ма	tter to Be Regulated	Regulation			
.1	Maximum density	A maximum of 1 dwelling unit per			
		parcel			
.2	Minimum parcel size	465 m ² (5,005.2 ft ²)			
.3	Minimum parcel width	18.0 m (59.1 ft.)			
.4	Minimum setback of principal building from:				
	Front parcel and exterior side parcel lines	Provincial highway: 40.0 m (134.5 ft.) Internal subdivision road: 7.5 m (24.6 ft.) Service road: 7.5 m (24.6 ft.)			
		All other roads: 40.0 m (134.5 ft.) Undeveloped road allowance 40.0 m (134.5 ft.)			
	 Interior side parcel line 	5.0 m (16.4 ft.)			
	 Rear parcel line 	7.0 m (23.0 ft.)			
.5	Minimum setback of accessory building from:				
	Front parcel and exterior side parcel lines	Provincial highway: 40.0 m (134.5 ft.) Internal subdivision road: 7.5 m (24.6 ft.) Service road: 7.5 m (24.6 ft.) All other roads: 40.0 m (134.5 ft.)			
	 Interior side parcel line 	3.0 m (9.8 ft.)			
	Rear parcel line	3.0 m (9.8 ft.)			
.6	Maximum building and structure height				
	 Principal building and structures 	12.0 m (39.4 ft.)			
	 Accessory building 	5.0 m (16.4 ft.)			
.7	Maximum parcel coverage (all buildings)	50 %			

^{***} See the General Regulations (Section 5.0) for additional regulations and exceptions. ***

8.14 Hamlet Industrial (HI) District

8.14.1 Purpose

a) The purpose of this District is to provide for a variety of industrial uses in hamlets, which are compatible with other hamlet Districts on serviced lands.

8.14.2 Uses

a) Table 8-27 identifies the permitted and discretionary uses within the HI District.

Table 8-27: HI Permitted and Discretionary Uses

Permitted Uses	Discretionary Uses			
Accessory Building	1.a Animal Care Service, Major			
2. Animal Care Service, Minor	2.a Trucking Operation			
3. Auto Body and Paint Shop	3.a Utilities, Major			
4. Auto Sales and/or Service				
5. Building Supply				
6. Dwelling Unit, Accessory				
7. Manufacturing Plant, Small Scale				
8. Office, Trade				
9. Recreational Vehicle Storage				
10. Service Station				
11. Shipping Container				
12. Sign				
13. Solar Collector, Minor				
14. Storage, Outdoor				
15. Truck Stop				
16. Vehicle Wash, Commercial				
17. Vehicle Wash, Light Passenger				
18. Wind Energy Conversion System, Major				
19. Wind Energy Conversion System, Minor				

8.14.3 Regulations

 a) On a parcel located in an HI District, no building or structure shall be constructed, located or altered, and no subdivision approved which contravenes the regulations set out in Table 8-28.

Table 8-28: HI District Regulations

Ma	tter to Be	Regulated	Regulation			
.1	Minimum	parcel size	0.2 ha (0.5 ac)			
.2	Minimum	parcel width	30.0 m (98.4 ft.)			
.3	Minimum	setback from:				
Front parcel and exterior side parcel lines		Front parcel and exterior side parcel lines	Provincial highway: 40.0 m (134.5 ft.) Internal subdivision road: 7.5 m (24.6 ft.) Service road: 7.5 m (24.6 ft.) All other roads: 40.0 m (134.5 ft.) Undeveloped road allowance 40.0 m (134.5 ft.)			
	•	Interior side parcel line	3.0 m (9.8 ft.)			
	•	Rear parcel line	3.0 m (9.8 ft.)			
.4	.4 Maximum building and structure height					
	 Principal building and structures 		10.0 m (32.8 ft.)			
	•	Accessory building	5.0 m (16.4 ft.)			
.5	Maximun	n parcel coverage (all buildings)	40 %			

^{***} See the General Regulations (Section 5.0) for additional regulations and exceptions. ***

8.15 Industrial Light (M-1) District

8.15.1 Purpose

a) The purpose of this District is to provide for light industrial uses that do not produce significant nuisances that project beyond the parcel.

8.15.2 Uses

a) Table 8-29 identifies the permitted and discretionary uses within the M-1 District.

Table 8-29: M-1 Permitted and Discretionary Uses

Permitted Uses	Discretionary Uses			
1. Accessory Building	1.a Bulk Fueling Station			
2. Animal Care Service, Major	2.a Trucking Operation			
3. Animal Care Service, Minor	3.a Utilities, Major			
4. Auto Body and Paint Shop				
5. Borrow Pit				
6. Dugout				
7. Dwelling Unit, Accessory				
8. Manufacturing Plant, Small Scale				
9. Office, Trade				
10. Shipping Container				
11. Sign				
12. Solar Collector, Minor				
13. Storage, Outdoor				
14. Storage, Temporary				
15. Wind Energy Conversion System, Minor				

8.15.3 Regulations

 a) On a parcel located in the M-1 District, no building or structure shall be constructed, located or altered, and no subdivision approved which contravenes the regulations set out Table 8-30.

Table 8-30: M-1 District Regulations

Ma	tter to Be Regulated	Regulation			
.1	Maximum density	A maximum of 1 accessory dwelling			
		unit per parcel			
.2	Minimum parcel size	1.0 ha (2.5 ac)			
.3	Maximum parcel size	4.0 ha (9.9 ac)			
.4	Minimum parcel width	20.0 m (65.6 ft.)			
.5	Minimum setback of principal building from:				
	 Front parcel and exterior side parcel lines 	Provincial highway: 40.0 m (134.5 ft.)			
		Internal subdivision road: 7.5 m (24.6			
		ft.)			
		Service road: 7.5 m (24.6 ft.)			
		All other roads: 40.0 m (134.5 ft.)			
		Undeveloped road allowance 40.0 m			
		(134.5 ft.)			
	 Interior side parcel line 	3.0 m (9.8 ft.)			
	Rear parcel line	7.5 m (24.6 ft.)			
.6	Minimum setback of accessory building from:				
	 Front parcel and exterior side parcel lines 	Provincial highway: 40.0 m (134.5 ft.)			
		Internal subdivision road: 7.5 m			
		(24.6 ft.)			
		Service road: 7.5 m (24.6 ft.)			
		All other roads: 40.0 m (134.5 ft.)			
	 Interior side parcel line 	1.5 m (4.9 ft.)			
	Rear parcel line	2.0 m (6.6 ft.)			
.7	Maximum building and structure height				
	 Principal building and structures 	10.0 m (32.8 ft.)			
	 Accessory building 	5.0 m (16.4 ft.)			
.8	Maximum parcel coverage (all buildings)	40 %			

^{***} See the General Regulations (Section 5.0) for additional regulations and exceptions. ***

8.16 Industrial General (M-2) District

8.16.1 Purpose

a) The purpose of this District is to provide for industrial uses that require relatively large tracts of unserviced land.

8.16.2 Uses

a) Table 8-31 identifies the permitted and discretionary uses within the M-2 District.

Table 8-31: M-2 Permitted and Discretionary Uses

Permitted Uses	Discretionary Uses			
Accessory Building	1.a Abattoir			
2. Agricultural Processing	2.a Landfill, Industrial			
3. Animal Care Service, Major	3.a Manufacturing Plant, Large Scale			
4. Auction Mart	4.a Medical Marijuana Processing			
5. Borrow Pit	5.a Oil and Gas Facility			
6. Bulk Fueling Station	6.a Salvage Yard			
7. Cartage Terminal	7.a Utilities, Major			
8. Compressor Station	8.a Work Camp			
9. Dugout	9.a Work Camp, Project Oriented			
10. Dwelling Unit, Accessory				
11. Greenhouse				
12. Manufacturing Plant, Small Scale				
13. Natural Resource Processing				
14. Office, Trade				
15. Shipping Container				
16. Sign				
17. Solar Collector, Major				
18. Solar Collector, Minor				
19. Storage, Outdoor				
20. Storage, Temporary				
21. Truck Stop				
22. Trucking Operation				
23. Vehicle Wash, Commercial				
24. Wind Energy Conversion System, Major				
25. Wind Energy Conversion System, Minor				

8.16.3 Regulations

a) On a parcel located in an M-2 District, no building or structure shall be constructed, located or altered, and no plan of subdivision approved which contravenes the regulations set out in Table 8-32.

Table 8-32: M-2 District Regulations

Ма	tter to Be Regulated	Regulation			
.1	Maximum density	A maximum of 1 accessory dwelling			
		unit per parcel			
.2	Minimum parcel size	1.0 ha (2.5 ac)			
.3	Maximum parcel size	8.0 ha (19.8 ac)			
.4	Minimum parcel width	20.0 m (65.6 ft.)			
.5	Minimum setback of principal building from:				
	 Front parcel and exterior side parcel lines 	Provincial highway: 40.0 m (134.5 ft.)			
		Internal subdivision road: 7.5 m (24.6			
		ft.)			
		Service road: 7.5 m (24.6 ft.)			
		All other roads: 40.0 m (134.5 ft.)			
		Undeveloped road allowance 40.0 m			
		(134.5 ft.)			
	 Interior side parcel line 	15.0 m (49.2 ft.)			
	Rear parcel line	15.0 m (49.2 ft.)			
.6	Minimum setback of accessory building from:				
	 Front parcel and exterior side parcel lines 	Provincial highway: 40.0 m (134.5 ft.)			
		Internal subdivision road: 7.5 m			
		(24.6 ft.)			
		Service road: 7.5 m (24.6 ft.)			
		All other roads: 40.0 m (134.5 ft.)			
	 Interior side parcel line 	15.0 m (49.2 ft.)			
	Rear parcel line	15.0 m (49.2 ft.)			
.7	Maximum building and structure height				
	 Principal building and structures 	10.0 m (32.8 ft.)			
	 Accessory building 	5.0 m (16.4 ft.)			
.8	Maximum parcel coverage (all buildings)	40 %			

8.16.4 Additional Regulations

- a) Developers in this District may be required to demonstrate an adequate water supply exists to provide for firefighting needs. This may be demonstrated by means of pump tests on wells or through the provision of dugouts or other stored water supplies;
- b) Emergency response plans may be required where the development involves the production, storage, or use of materials that may be hazardous.

*** See the General Regulations (Section 5.0) for additional regulations and exceptions. ***

8.17 Crown Land (CL) District

8.17.1 Purpose

a) The purpose of this District is to provide for a variety of land uses on Crown Lands.

8.17.2 Uses

a) Table 8-33 identifies the permitted and discretionary uses within the CL District.

Table 8-33: CL Permitted and Discretionary Uses

Permitted Uses	Discretionary Uses
Accessory Building	
2. Agriculture Processing	
3. Borrow Pit	
4. Cartage Terminal	
5. Compressor Station	
6. Dugout	
7. Dwelling Unit, Accessory	
8. Kennel, Commercial	
9. Natural Resource Extraction	
10. Natural Resource Processing	
11. Oil and Gas Facility	
12. Recreation, Outdoor Motorized Vehicle	
13. Recreation, Outdoor Passive	
14. Shipping Container	
15. Sign	
16. Storage, Outdoor	
17. Utilities, Major	
18. Work Camp	
19. Work Camp, Project Oriented	

8.17.3 Regulations

a) On a parcel located in a CL District, no building or structure shall be constructed, located or altered, and no subdivision approved which contravenes the regulations

8.17.4 Additional Regulations

- a) The Development Authority may issue a development permit for proposed developments on Crown Land subject to the appropriate disposition (lease, license, disposition leading to a patent, etc.) being first obtained from the Public Lands Division. Proof of the required disposition must be provided to Greenview;
- b) In instances where privately owned lands are shown on the District Map in this District, those lands shall be considered as part of the A-1 District;
- Developments located adjacent to municipal roads must meet the setback requirements as laid out in the General Regulations;
- d) Developments located adjacent to titled land must meet the minimum setback of 15.0 m (49.2 ft.).

^{***} See the General Regulations (Section 5.0) for additional regulations and exceptions. ***

9 DEFINITIONS

A

ABATTOIR means the use of land or building in which animals are slaughtered and may include the packing, treating, storing and sale of the product.

ACCESS or APPROACH means any material within the road right-of-way used for the purpose of entering or exiting any road under the Greenview's or the Province of Alberta's jurisdiction.

ACCESSORY BUILDING means a building separate and subordinate to the main structure and is located on the same parcel of land. Typical accessory structures include but are not limited to: sheds, garages, and similar structures or buildings.

ACCESSORY USE means a use or development customarily subordinate to the principal use or building and located on the same parcel.

ACCOMMODATION, **CLUSTERED LEISURE** means a resort facility or recreation area accommodation units with a maximum of four detached cabins or detached units intended for short-stay use on a private, seasonal basis and lacking certain components, conveniences or utilities commonly available as part of a year-round residence.

ADDITION means adding onto an existing building, provided that there are no structural changes to the existing building, no removal of the roof structure, and no removal of the exterior walls, other than that required to provide an opening for access from, and integration of, the existing building to the portion added thereto and there is a common structural connection from the existing building to the addition that includes a foundation, a roof, and is constructed to the minimum standards outlined in the Alberta Building Code.

ADJACENT means land that abuts a site and land that would abut if not for a road, lane, walkway, watercourse, utility parcel, pipeline right-of-way, power line, railway, or similar feature.

AGRICULTURE, **HORTICULTURE** means the primary and basic production and processing (i.e. cleaning, sorting, separating, grading or packing) of horticultural products such as vegetables, herbs and orchards, for sale on or off-site. Typical uses include berry farms, tree farms, sod farms, plant nurseries and market garden operations.

AGRICULTURAL PROCESSING means a small-scale value-added agricultural operation that includes the use of land or a building for the upgrading of a product for distribution or for sale that is originally produced in an agricultural operation. These minor operations are intended to primarily use agricultural products, which are produced onsite, and minimal offsite impacts are anticipated. Examples include a grain elevator,

seed cleaning, pelletizing plant, bulk storage tank, livestock holding station, meat processing facilities and similar uses.

AGRICULTURAL PURSUIT, MINOR means the rearing of a small number of livestock on a residential parcel.

AIRSTRIP means a small privately-owned runway from which small aircraft take off for uses subordinate to the primary use of the parcel, for example, crop dusting.

ALTER OR ALTERATION means any structural change to a building that results in an increase or decrease in the area or the volume of the building; any change in the area frontage, depth, or width of a lot that affects the required yard, landscaped open space, or parking requirements of this Bylaw. This includes a structural change to a sign or to discontinue or change the principal use of the site or building with a use distinct from the discontinued use.

ANIMAL BREEDING ESTABLISHMENT means development used for the breeding, boarding or training of small animals normally considered as household pets. This does not include large animal breeding establishments which fall under typical agricultural uses.

ANIMAL CARE SERVICE, MAJOR means development used for the care, treatment, boarding, breeding or training of animals and livestock on-site and includes the supplementary sale of associated products. This use includes veterinary hospitals, animal shelters, boarding and breeding kennels, and facilities for impounding and quarantining animals.

ANIMAL CARE SERVICE, MINOR means development for the on-site treatment or grooming of small animals such as household pets, where accommodation is provided off-site and where all care and confinement facilities are enclosed within a building. This use includes off-site treatment of animals or livestock of any size and the supplementary sale of associated products. Examples include pet grooming salons and veterinary offices.

APARTMENT BUILDING means a single residential building comprised of three or more dwelling units on a parcel, where each dwelling unit has its principal access from a common entrance or corridor with shared stairways.

APIARY means the use of land for the keeping of honey bees for the purpose of commercial honey production.

APPLICANT means the registered owner of the land or their representative or agent certified as such.

AUCTION MART means those developments specifically intended for the auctioning of goods, equipment, and livestock, including temporary storage of such goods and equipment; and penning of livestock.

AUTO BODY AND PAINT SHOP means a use where motor vehicle bodies or other vehicle bodies and metal machines, component or articles may be painted. Does not include auto repair service.

AUTO SALES AND/OR SERVICE means an enclosed building within which motor vehicles and parts are displayed for sale, and may include a new or used automobile sales lot, and may also include auto repair services, except for bodywork and painting.

В

BACKYARD HEN ENCLOSURE means the use of land for the keeping of domestic hens for egg laying purposes.

BED AND BREAKFAST means a private single detached dwelling unit occupied by the owner or operator offering room and providing a breakfast meal.

BEEKEEPING means the use of land for the keeping of honey bees for the purpose of non-commercial honey production.

BOARDING AND LODGING means a building or portion thereof containing sleeping rooms without cooking facilities, where lodging and/or meals for three or more persons is provided for compensation but does not include a hotel, motel or bed and breakfast.

BORROW PIT refers to an area where material such as soil, gravel or sand has been dug for use at another location for construction.

BUFFER refers to a zone between two or more areas ensuring separation, typically put in place to prevent unwanted effects between uses or to protect environmentally valuable areas.

BUILDING SUPPLY means the supply of materials that are incorporated into the structure of a building including hardware, lumber, wall panelling, and carpet; but excluding furniture and appliances that are normally removed by the owner upon the sale of a building; and also excluding concrete mix plants and other manufacturing and processing plants.

BULK FUELING STATION means any building or land used or intended to be used for the sale of fuels or lubricants to commercial vehicles and industrial equipment, either through the use of keys, cards or service attendants, but will not include a service station.

BUS DEPOT means a facility providing for the departure and arrival of passengers and freight carried by bus.

C

CAMPGROUND means an area which has been planned and improved to be used and maintained for campers locating tents, recreational vehicles or both, within a defined area.

CAMPSITE means a specified area or site within a campground or other recreation area intended for occupancy by tents and recreational vehicles on a short-term basis. This does not include sites or parcels for a manufactured home, manufactured home (single-wide), park model trailer, cabin, motel, hotel, boarding or lodging house, or recreational vehicle storage.

CARTAGE TERMINAL means a processing node for freight. It is a building or property used as an origin or destination point for the loading, unloading, distribution, assembling, or transferring of goods or products transported by truck, or which provides containerized freight handling facilities or rail truck services, and where the local pick-up, delivery and transitory storage of goods incidental to the primary function of the motor freight shipment occurs.

CEMETERY means land set aside or used for the interment of human remains, which may include full burials, burial of cremated remains, columbaria, crematoria, mausoleums, or scattering gardens.

CERTIFICATE OF TITLE means a certificate issued by the Land Titles Office identifying the owner of a particular parcel of land.

CHILD CARE, FACILITY means the use of a building or portion thereof for the provision of care, instruction or supervision of more than 10 children by persons other than one related by blood or marriage, for periods not exceeding 24 consecutive hours and includes all day-care centres, early childhood services, nurseries and after-school or babysitting programs.

CHILD CARE, FAMILY DAY HOME see Home Occupation, Minor.

COMMUNITY FACILITY means any facility provided by the municipality or by another group or organization without profit or gain for such special purposes including but not limited to a community meeting room, community centre, drop-in centre, museum, art gallery, art studio or library.

CONCESSION STAND means a small store or kiosk where snacks and drinks are sold. Concession stands are typically found near some form of entertainment such as an amusement park, arena or rodeo.

CONDOMINIUM, BARELAND means a condominium development containing condominium units that assign ownership to units of land, created specifically through subdivision and registered as a condominium plan in accordance with the *Condominium Property Act*.

CONDOMINIUM, UNIT means:

- a) A space that is situated within a building and described as a unit in a condominium plan by reference to floors, walls and ceilings within the building; and,
- b) Land that is situated within a parcel and described as a unit in a condominium plan by reference to boundaries governed by monuments placed pursuant to the provisions of the Surveys Act respecting subdivision surveys.

CONFINED FEEDING OPERATION means confined feeding operation as defined in provincial legislation.

CONVENIENCE STORE means a small retail outlet selling goods and foodstuffs to area residents on a day-to-day basis from business premises.

CORRECTIONAL SERVICES means a facility for the purpose of holding or confining, and treating or rehabilitating persons. This includes but is not limited to prisons, jails, remand centres, and correctional facilities.

COUNCIL means the Council of the Municipal District of Greenview No. 16.

CRAFT BREWERY AND DISTILLERY means an establishment where beer, wine, or alcoholic spirits are produced on-site and are for retail sale. The facility must be appropriately licensed by the Alberta Liquor and Gaming Commission.

CROWN LAND means land of the Crown in right of Alberta that includes the bed and shores of all permanent and naturally occurring water bodies and watercourses.



DENSITY means the ratio of the number of dwelling units to the lot area or, the maximum number of dwelling units per developable hectare.

DEVELOPMENT means:

a) An excavation or stockpile and the creation of them; or,

- b) A building or an addition to or replacement or repair of a building and the construction or placing of any of them in, on, over or under land; or,
- c) 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,
- d) 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.

DEVELOPMENT AUTHORITY is a body that is appointed by council to enact development powers on behalf of the municipality. The Development Authority can include any combination of a designated Development Officer; the Municipal Planning Commission; or Council.

DEVELOPMENT PERMIT means a permit (which may include attachments) issued pursuant to this Bylaw authorizing a development or use.

DUGOUT means an excavation of land that results in manmade features that entrap water and includes excavations for a water supply. This does not include a lagoon for the purpose of processing wastewater. Anything designed for a depth shallower than 1.0 m (3.3 ft.) may be considered an ornamental pond for landscaping purposes.

DWELLING UNIT means a unit designed to be used as a residence and containing sleeping, cooking and sanitary facilities and with an independent entrance, either directly from outside the building or from a common hallway inside the building.

DWELLING UNIT, ACCESSORY means a dwelling unit that is secondary to the principal industrial, commercial, institutional or recreational use on the same parcel and is used for the purpose of providing living accommodation for the individual who is primarily responsible for the maintenance and security of the principal use on that parcel.

DWELLING UNIT, MANUFACTURED means a residential unit that may be constructed with a heavy transport chassis that allows for the permanent or temporary attachment of a hitch and wheel assembly to enable the relocation of the unit. A manufactured home may be a single structure ("single-wide") or consist of two parts which are put together to comprise a complete dwelling unit ("double-wide") but it excludes a modular home, travel trailers, recreational vehicle, park model recreational unit or industrial camp trailer.

DWELLING UNIT, MODULAR means a prefabricated or factory built frame or shell which comprises of the walls or siding of a single dwelling unit. A modular home has no chassis, running gear or wheels, but units may be stacked side by side or vertically and complete to form a dwelling unit. For the purpose of this Bylaw, a new "Ready to Move" (RTM) home is deemed to be a modular home, but it excludes a manufactured home, recreational vehicle or park model recreational unit.

DWELLING UNIT, MULTIPLEX means a building containing three or more dwelling units located immediately adjacent to each other and sharing a common wall or with dwelling units placed over the others in whole, or in part and each having a separate entrance to grade and intended as a permanent residence, as shown in Figure 9-1.



Figure 9-1: Illustration of Dwelling Unit – Multiplex

DWELLING UNIT, SEMI-DETACHED means any building containing two dwelling units, with either one situated above the other, or side-by-side, each of which has an independent entrance either directly from outside the building or through a common vestibule, as shown in Figure 9-2.







DWELLING UNIT, SINGLE DETACHED means a building that contains only one dwelling unit and is completely separated by open space on all sides from any other structure, except its own garage or shed. Where permitted, a single detached dwelling unit may contain an additional dwelling unit in the form of an attached suite.

DWELLING UNIT, TOWNHOUSE means a building containing a row of three or more dwelling units, each sharing a common wall extending from the first floor to the roof, at the side only with no dwelling unit being placed over another in whole or in part. Each dwelling unit shall have separate, individual, and direct access to the building at grade, as shown in Figure 9-3.



Figure 9-3: Illustration of Dwelling Unit – Townhouse

Ε

EASEMENT means the right to use public or private land owned by another, generally for use by the public, a corporation or another person or entity.

EDUCATIONAL SERVICES means a development for instruction and education purposes, involving assembly for education, training or instruction purposes and includes administration offices, dormitory and accessory buildings. Typical facilities would include public and separate schools, private schools or seminaries, community colleges, universities, technical and vocational facilities

EROSION AND SEDIMENT CONTROL PLAN is a plan to be prepared by the design consultant and provided to the contractor for implementation to address erosion and sedimentation issues both through temporary measures during construction and permanent measures to address post-construction conditions.

FENCE means a constructed or installed structure or barrier used to enclose or screen all or part of a parcel or site. As shown in Figure 9-4, fence height is the vertical distance between the natural ground level and the top of the fence at any given point.

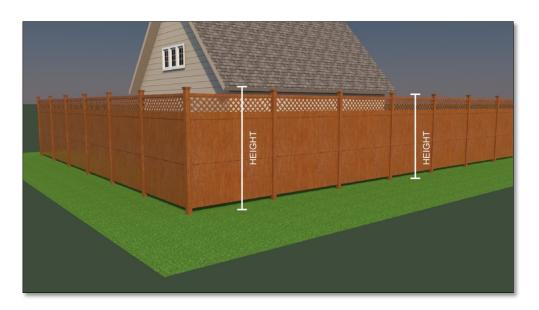


Figure 9-4: Illustration of Fence Height

FIRST PARCEL OUT means the first parcel out of an un-subdivided quarter section, either containing an existing, dwelling unit and associated buildings and related improvements or with no substantial improvements. It does not encompass a physically severed parcel.

FLOOD FRINGE means the portion of the flood hazard area outside of the floodway. Water in the flood fringe is generally shallower and flows more slowly than in the floodway. New development in the flood fringe may be permitted in some communities and should be flood-proofed.

FLOOD FRINGE AREA means the flood hazard area is typically divided into floodway and flood fringe zones and may also include areas of overland flow.

FLOODWAY means the portion of the flood hazard area where flows are deepest, fastest and most destructive. The floodway typically includes the main channel of a stream and a portion of the adjacent overbank area. New development is discouraged in the floodway.

G

GRADE means the average elevation of all finished or unfinished ground measured at the exterior perimeter of the building or structure (not including an attached garage). Areas such as vehicle or pedestrian entrances do not need to be considered in determining the grade. See Figure 9-5.



Figure 9-5: Illustration of Grade

GOVERNMENT SERVICES means a development providing for a crown corporation, municipal, provincial or federal government services directly to the public. This does not include protective and emergency services, detention and correction services, minor utility services, major utility services, and public education.

GREENHOUSE means a building specially designed and used for the growing of vegetables, flowers or other plants for transplanting or sale.

Н

HARD LANDSCAPING means the use of non-vegetative material, other than monolithic concrete, asphalt or gravel, as part of a landscaped area.

HEALTH SERVICES means any development used for the provision of physical or mental health services. Services may be of a preventative, diagnostic, treatment, therapeutic, rehabilitative or counselling nature. Typical uses include, but are not limited to hospitals, medical and dental offices, chiropractors, massage therapists, acupuncture clinics, reflexology, health clinics and counselling services.

HEIGHT means the maximum vertical distance between grade and the highest point of the building or structure, as shown in Figures 9-5 and 9-6. Fence height is an exception and is not measured from grade.



Figure 9-6: Illustration of Height

HOME OCCUPATION, MAJOR means a development consisting of the use of part of a dwelling unit, backyard or ancillary building by a permanent resident of the dwelling unit for an occupation, trade, profession, business or craft as a use secondary to the residential use of the parcel of land but which may involve increased traffic above and beyond that which is expected in a traditional residential neighbourhood. Outside storage area shall not exceed 10% of the parcel size or 1 ha (2.5 ac) whichever is less.

HOME OCCUPATION, MINOR means a development consisting of the use of part of the primary dwelling unit or ancillary building by a resident of the dwelling unit for an occupation, profession, business or craft as a use secondary to the residential use of the parcel of land and shall be limited to the confines of the residence. Uses in this category include small businesses or a Group Family Child Care Program as laid out in provincial regulations.

HOTEL means an establishment with self-contained sleeping units that provides paid temporary lodging. Rooms have access to an enclosed common interior corridor and may be equipped with individual kitchen facilities. A hotel may include an office for hotel administration and may also include accessory uses such as parking facilities, restaurant or dining room, or public convention facilities and may hold a license for onsite consumption of alcoholic beverages.

HOUSEHOLD means:

- a) An individual or two (2) or more persons related by blood, marriage, or adoption sharing one
 (1) dwelling unit; or,
- b) Not more than five (5) unrelated persons sharing one (1) dwelling unit.

HOUSING COLLECTIVE, COMMUNAL means any arrangement of dwelling units as an integral part of an agricultural operation which is operated by an organized and recognized communal group such as a Hutterite Colony.

I

INSTITUTIONAL USE means any facility that houses public or private services, such as government offices, schools or churches.

K

KENNEL, COMMERCIAL means any building, structure, compound, group of pens or cages, or property in which, or where, four or more dogs are kept for any purpose and which must be licensed to operate as a business.

KENNEL, HOBBY means a kennel where no more than six dogs over the age of 6 months, are kept on the premises for breeding or showing purposes. The operator of the hobby kennel must reside on the parcel on which the hobby kennel is located.

L

LANDFILL, INDUSTRIAL means a site used for the disposal of non-domestic or industrial solid waste which may not be disposed of at a sanitary landfill and is not intended for use by the public at large. For the purpose of this Bylaw, this includes contaminated soil remediation (land farm) operations.

LANDOWNER means the person or persons shown as the owner(s) of land on the title registered with the Alberta Land Titles Office.

LANDSCAPING means a vegetated area and/or garden, or a combination thereof, which has a mix of:

- Soft landscaping consisting of vegetation such as trees, shrubs, hedges, grass and other ground cover; and,
- b) Hard landscaping consisting of non-vegetative materials such as brick, stone, concrete, asphalt, tile and wood.

Landscaping excludes all areas utilized for roadways, driveways, and parking.

LIVESTOCK means livestock as defined in provincial legislation.				
	M			

MANUFACTURED HOME PARK means a development on a site under single ownership and managed by a park operator. It is designed to accommodate numerous manufactured homes on leased parcels in a community setting.

MANUFACTURED HOME PARK OFFICE means a facility providing for the administration, management or direction of the manufactured home park and may include supplementary retail convenience sales that specifically service the manufactured home park.

MANUFACTURING PLANT, LARGE SCALE means a large industrial facility built for the purpose of manufacturing goods. Manufacturing plants may have multiple buildings depending on the processes involved in creating its product. Manufacturing Plant, Large Scale uses may have some negative effect on the safety, use, amenity and enjoyment of adjacent or nearby sites due to appearance, noise, odour, emission of contaminants, fire or explosive hazards, or the presence of dangerous goods.

MANUFACTURING PLANT, SMALL SCALE means an industry engaged in the assembly, processing, manufacture, cleaning, testing, repairing, storage or distribution of various materials into a new product.

Manufacturing Plant, Small Scale can be developed on smaller parcels or land and does not produce emissions which are obnoxious or hazardous.

MARINA means a facility that extends into or over an inland lake and provides service to the public, or members of a marina for docking, loading or other servicing of recreational watercraft.

MEDICAL MARIJUANA CULTIVATION means a facility for the producing and destroying of medical marijuana and must be licensed under the Health Canada Marijuana for Medical Purposes Regulations.

MEDICAL MARIJUANA DISPENSARY means a facility for the selling, providing, shipping, delivering, and destroying of medical marijuana and must be licensed under the Health Canada Marijuana for Medical Purposes Regulations.

MEDICAL MARIJUANA PROCESSING means a facility for the processing, testing, shipping, and destroying of medical marijuana and must be licensed under the Health Canada Marijuana for Medical Purposes Regulations.

MOTEL means providing rooms for temporary sleeping accommodation where each room has direct access to the parking lot and may be equipped with individual kitchen facilities. A motel may include an office for hotel administration.

MUNICIPAL GOVERNMENT ACT (MGA) is the legislative framework in which all municipalities and municipal entities across the Province of Alberta operate.

MUNICIPALITY means the Municipal District of Greenview No. 16.

N

NATURAL RESOURCE EXTRACTION means the extraction of resources from the land but does not include processing.

NATURAL RESOURCE PROCESSING means those uses of land or buildings which are governed by the location of a natural resource and which involve the extraction or on-site processing and/or storage of a natural resource. Resource processing uses include the following:

- a) Cement and concrete batching plants;
- b) Sand and gravel operations; and,

c) Logging and forestry operations, including sawmills.

NON-CONFORMING PARCEL means a parcel on the official records on file at the Land Title Office in Alberta before the adoption date of this Bylaw that does not adhere to the parcel area and width requirements. A legal non-conforming parcel will be granted the permitted uses as identified in this Bylaw.

NUISANCE means anything that in the opinion of the Development Authority may cause adverse effects to the amenities of the neighbourhood or interfere with the normal enjoyment of adjacent land or building. This could include that which creates or is liable to create:

- a) noise, vibration, smoke, dust, odour, heat, electrical interference, glare, light, fumes, fire, explosion, or any other hazard to health or safety; and
- b) unsightly or unsafe storage of goods, salvage, junk, waste or other materials.

0

OFFICE, PROFESSIONAL means development to accommodate:

- a) professional, managerial and consulting services; or,
- b) service-related businesses such as travel agents, insurance brokers, real estate agents.

OFFICE, TRADE means offices that include trades, contractors, storage for trades, and related industries including, but not limited to, electrical, fabricating, flooring, heating, painting, plumbing, refrigeration, roofing, septic services and ventilation and air conditioning.

OIL AND GAS FACILITY means a facility used in extracting and processing oil and gas, including a gas processing plant for the extraction of hydrogen sulphide, natural gas liquids or other substances. Accessory uses may include pre and post-processing storage, parking, and administrative offices.

P

PARCEL means a piece of land being a Lot, Block, quarter section, legal subdivision, river lot, condominium unit, described lot or other quantifiable piece of Real Property contained within the legal description of a valid Certificate of Title registered at the Alberta Land Titles Office.

PARCEL COVERAGE means the sum of the areas of the building footprints of every building or structure on the parcel, as shown in Figure 9-7. Parcel coverage is expressed as a percentage of the parcel area, and in the case of a building or structure with no walls, the building footprint shall be the horizontal area within the drip line of the roof.

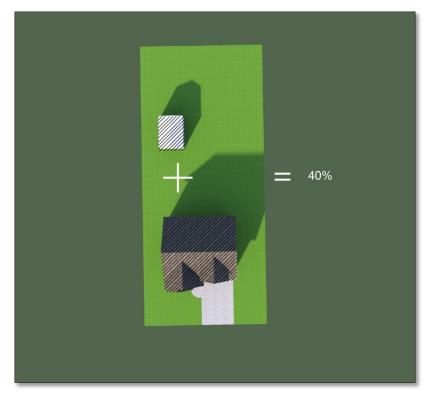


Figure 9-7: Illustration of Parcel Coverage

PARCEL, **FRAGMENTED** means a portion of a parcel that is physically severed from the balance of a quarter section by a road, railway, water body, watercourse, ravine or similar feature. A Quarter Section containing a physical severance is still wholly on one title for the quarter is still treated as if it were one (1) quarter section unless subdivided.

PARCEL LINE means the boundary of a parcel as shown in in Figure 9-8:

- a) Exterior Side Parcel Line means a side parcel line which abuts a district road on a corner parcel.
- b) **Front Parcel Line** means any parcel line common to a parcel and one district road. Where a parcel is contiguous to the intersection of two (2) district roads, the front parcel line is the shortest parcel line contiguous to a district road.
- c) Interior Side Parcel Line means a parcel boundary between two (2) or more parcels, other than a front or rear parcel line.

d) **Rear Parcel Line** means the boundary of a parcel which lies the most opposite to and is not connected to the front parcel line.

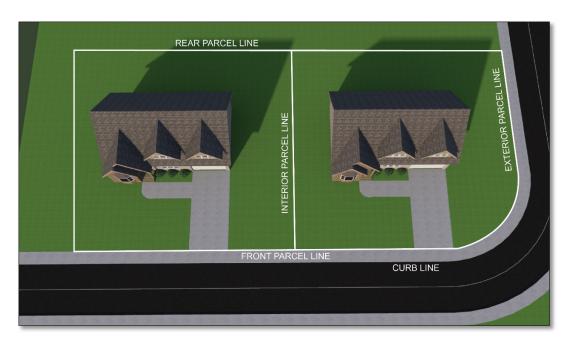
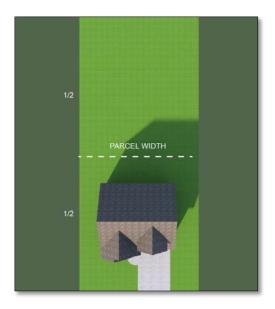


Figure 9-8: Illustration of Parcel Lines

PARCEL SETBACK means the distance requirement that a development must be located from a specified parcel line.

PARCEL WIDTH means the distance between the side parcel lines at a point midway between the front and rear of the parcel and parallel to the street line as shown in Figure 9-9.

Figure 9-9: Illustration of Parcel Width



PERSONAL SERVICES ESTABLISHMENT means a development used for the provision of services to an individual which are related to the care and appearance of the body, or the cleaning and repair of personal effects. Typical services include but are not limited to barbershops, hairdressers, beauty salons, tailors, dressmakers, shoe repair shops, dry cleaners, and similar uses, but do not include health services.

PLACE OF WORSHIP means the use of a building, or portion thereof, for religious worship. Typical uses include but are not limited to churches, chapels, synagogues, monasteries, temples, and convents. It may also include an accessory dwelling unit for a caretaker, minister or someone of a similar position.

PRINCIPAL BUILDING OR USE means the main or primary use of land, buildings or structures which is provided for in the list of permitted uses in the Districts of this Bylaw.

PROTECTIVE SERVICES means a development which is required for the public protection of persons and property from injury, harm or damage together with the incidental storage of equipment and vehicles. Typical uses include police, ambulance and fire stations, and ancillary training facilities.

PUBLIC UTILITY means the right-of-way for one or more of the following:

- Telecommunications systems;
- b) Waterworks systems;
- c) Sewage systems;
- d) Heating systems;
- e) Systems for the distribution of gas, whether natural or artificial;
- f) Systems for the distribution of artificial light or electric power;
- g) Water management projects;

	h)	Wind energy conversion systems; or,	
	i)	Solar energy systems.	
-		Q	
	RTER nings.	SECTION means a titled area containing 64.8 ha (160 ac) more or less, but excluding	g road
-		R	

RECLAMATION PLAN means a description of the procedures used to return the site to equivalent land capability (this may involve returning the site to conditions and land uses that are similar to the predevelopment setting or, in some instances, to an approved alternate land use different than before). It is based on pre-disturbance site assessments of soil, landscape, vegetation, and land use.

RECREATION, INDOOR means facilities within an enclosed building for sports, active recreation, performing and cultural arts where patrons are predominantly participants. This includes but is not limited to arenas, athletic clubs, health and fitness clubs, gymnasiums, swimming pools, rifle and pistol ranges, bowling alleys, and racquet clubs. May include necessary uses such as cafeterias, pro-shop and amusement arcades exclusively servicing the users of the facility;

RECREATION, MOTORIZED VEHICLE means a facility for vehicular or motorized sports activities or both. This includes but is not limited to motorbikes, snowmobiles, motor vehicle racetracks and boating facilities.

RECREATION, OUTDOOR PASSIVE means facilities used for recreational activities, which utilize tracts of land and may require accessory facilities or structures. This includes but is not limited to cross-country ski trails, golf courses and driving ranges, ice rinks, playgrounds, ski hills, sports fields and paintball.

RECREATIONAL VEHICLE means an accommodation unit designed to be transported on its own wheels or by other means (including units permanently mounted or otherwise on trucks) designed or constructed in a manner that will permit its use for temporary dwelling accommodation for travel and recreation purposes only, but does not include a manufactured home as defined in this Bylaw.

RECREATIONAL VEHICLE STORAGE means a development which provides fenced or indoor, secure, on-site storage of 2 or more recreational vehicles.

RESORT means a commercial establishment featuring a range of accommodations, amenities, sports facilities, and other leisure attractions.

RETAIL SALES means a building where goods, wares, merchandise, substances, articles or things are offered or kept for sale at retail, including storage of limited quantities of such goods, wares, merchandise, substances, articles or things, sufficient only to service such a store.

RESTAURANT means a commercial establishment where food and beverage are sold to the public and may include dine-in, take-out and/or fast-food pick-up. It may include supplementary on or off-premises catering services.

ROAD, DISTRICT means a road within Greenview, including the rights-of-way of all or any of the following:

- a) Developed or Undeveloped Road Allowance
- b) A Township road;
- c) A Range road;
- d) An internal subdivision road:
- e) A service road;
- f) A street;
- g) An avenue; and,
- h) A lane.

S

SALVAGE YARD means development for purchasing, receiving or transporting of spent materials or substances which may generate a detrimental impact or nuisance beyond the boundaries of the parcel or parcel on which it is situated. It includes a site where dilapidated vehicles, damaged or inoperable or obsolete goods, machinery or equipment, building materials or other scrap metal are stored, dismantled or crushed.

SCREENING means the total or partial concealment of a building, equipment, structure or activity by a fence, earth berm, trees, hedge, or established shelterbelt.

SERVICE STATION means a premise or the portion thereof used or intended to be used for the servicing and minor repairing of motor vehicles and for the sale of fuel, lubricating oils and minor accessories for motor vehicles.

SETBACK means the measured distance from a lot line to a building or structure or any other feature specified by this Bylaw.

SHIPPING CONTAINER means a prefabricated shipping or cargo container specifically constructed for the transportation of good by rail, ship or truck.

SIGN means an object or device that is intended to promote anything or provide off-site directional information.

SIGN, DIRECTIONAL means a sign which regulates or denotes the distance, function and/or direction to various parts of a building, structure, or premises, including parking and traffic areas

SOLAR COLLECTOR, MAJOR means the use of land or buildings for the conversion of the sun's rays to thermal, electrical or mechanical energy from a generating unit with a total capacity of greater than 150 kW.

SOLAR COLLECTOR, MINOR means the use of land or buildings for the conversion of the sun's rays to thermal, electrical or mechanical energy from a generating unit with a total capacity of less than 150 kW.

STORAGE, **OUTDOOR** means the storing, stockpiling or accumulating of products, goods, equipment, vehicles, or material in an area that is open or exposed to the natural elements. This can include storage of raw materials, truck trailers, partially processed or finished goods, manufactured products, equipment, and recreational vehicles.

STORAGE, **TEMPORARY** means development used exclusively for temporary outside storage of goods and materials where such storage of goods and materials does not involve the erection of permanent structures or the material alteration of the existing state of the land. Typical uses include storage yards for construction vehicles, equipment and materials, pipes, mats or recreation vehicles.

STRUCTURAL ALTERATION means any change to the roof, foundation or exterior walls of a structure that results in the expansion of the usable floor area of a structure or reduces existing setback distances.

SUBDIVISION AUTHORITY is a body that exercises subdivision powers on behalf of the municipality. It is provided for by Council through a bylaw. The Subdivision Authority can include the following members: any or all members of Council, a designated officer, a Municipal Planning Commission, or any other person or organization.

SUITE, **ATTACHED** means a second self-contained living unit within the principal dwelling unit which is an accessory use. An attached suite has cooking, food preparation, sleeping and sanitary facilities.

SUITE, DETACHED means a dwelling unit located on the same parcel as the principal dwelling unit, but separate from it. A detached suite has cooking, food preparation, sleeping and sanitary facilities.

SUPPORTIVE LIVING ACCOMMODATION means a residential multi-unit building designed to provide long-term housing where residents are provided with any combination of meal services, housekeeping services and personal care assistance. Typical uses include seniors' lodges and nursing homes.

TOP OF BANK, LEGAL means the points closest to the boundary of the active floodplain of a lake, stream, or other body of water where a break in slope of the land occurs such that the grade beyond the break is flatter than 3 (horizontal) to 1 (vertical) at any point for a minimum of 15 m (49.2 ft.) measured perpendicularly from the break. Where banks are not well defined (e.g. in the case of lakes, wetlands or ponds), the top of the bank is equivalent to the ordinary high water mark or flood hazard area, whichever is greater (see figure 9-10: Illustration of Typical Stream).

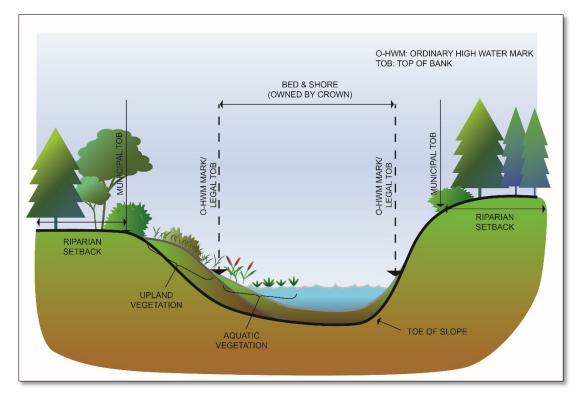


Figure 9-10: Illustration of Typical Stream

TOP OF BANK, MUNICIPAL means the points closest to the boundary of the flood hazard area of a lake, stream, or other body of water (see figure 9-10: Illustration of Typical Stream).

TRUCK STOP means the provision of facilities, including a service station and restaurant, for the parking of tractor/trailer units.

TRUCKING OPERATION means the use of land, buildings or structures for the purpose of storing, repairing, servicing or loading trucks or transportation trailers. This may include parking for trucks, not in use, logistics and administrative offices or service bays.

U

UTILITIES, MAJOR means development which is necessary for the local distribution of a public utility but has larger land requirements, and may have impacts on adjacent land uses and includes sanitary landfill sites, waste transfer stations, sewage treatment plants, sewage lagoons, sludge disposal beds, waste recycling plants, maintenance and equipment storage yards, surface reservoirs, water storage tanks, and water treatment plants.

V

VEHICLE WASH, COMMERCIAL means a separate facility for washing vehicles that is intended and designed to accommodate vehicles with a licensed gross vehicle weight exceeding 4,500 kg.

VEHICLE WASH, LIGHT PASSENGER means a separate facility for washing vehicles that is intended and designed to accommodate cars and light trucks with a licensed gross vehicle weight not exceeding 4,500 kg. A separate light passenger vehicle car wash does not include a vehicle washing facility that forms part of an automobile, truck and recreational vehicle sales and repair facility, or a service station.

W

WIND ENERGY CONVERSION SYSTEM, MAJOR means a single turbine or many turbines with a total capacity of 150 kW or more. This does not include windmills used for the aeration of dugouts.

WIND ENERGY CONVERSION SYSTEM, MINOR means a small-scale wind turbine with a total capacity of less than 150 kW. This does not include windmills used for the aeration of dugouts.

WORK CAMP means a temporary residential complex used to house workers, usually but not necessarily for a contracting firm or project. A work camp is usually made up of several buildings used to provide sleeping, eating, recreation and other basic living facilities. Buildings are designed to be dismantled and moved from location to location and from time to time but do not include manufactured homes or recreational vehicles.

WORK CAMP, PROJECT-ORIENTED means a temporary residential complex used to house workers, for a specific project, on a temporary basis of not more than nine (9) months. A project-oriented work camp is usually several buildings used to provide sleeping, eating, recreation and other basic living facilities.

Buildings ar	e designed to	be dismantled	and move	d from	location	to location	and from	time to	o time	but do
not include i	manufactured	homes or recre	eational ve	hicles.						

Y

YARD, FRONT means part of a parcel lying between the front parcel line and the front of the principal building and extended across the full width of the parcel, as shown in Figure 9-11.

YARD, REAR means part of a parcel lying between the rear parcel line and the rear of the principal building and extended across the full width of the parcel, as shown in Figure 9-11.

YARD, SIDE means part of a parcel extending from the front yard to the rear yard and lying between the side parcel line and the closest side of the principal building, as shown in Figure 9-11.

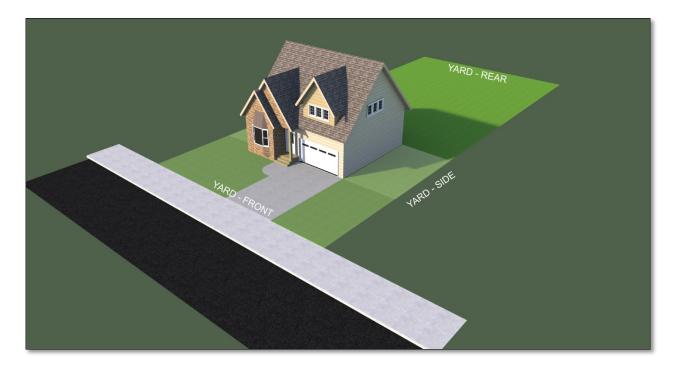
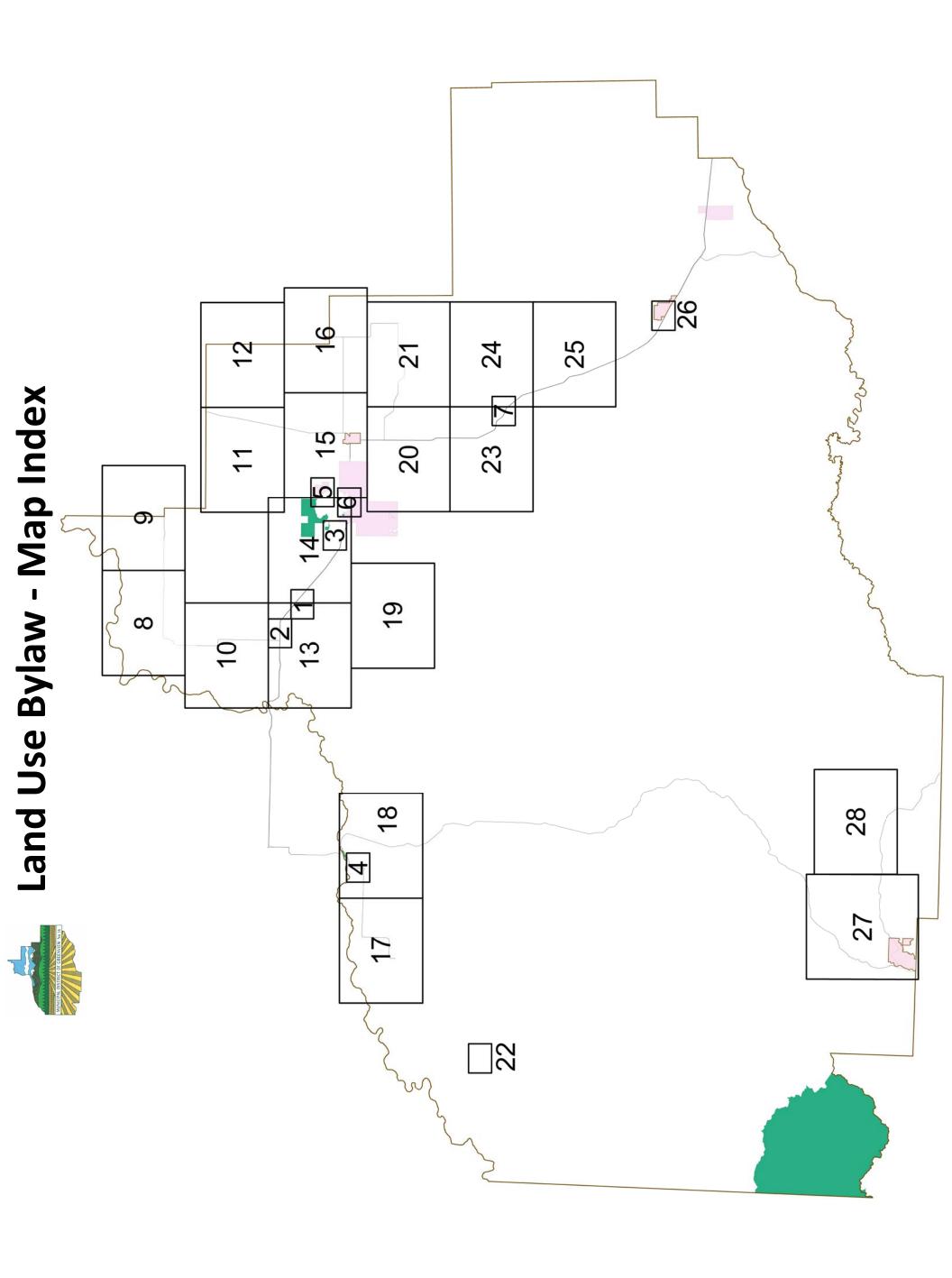
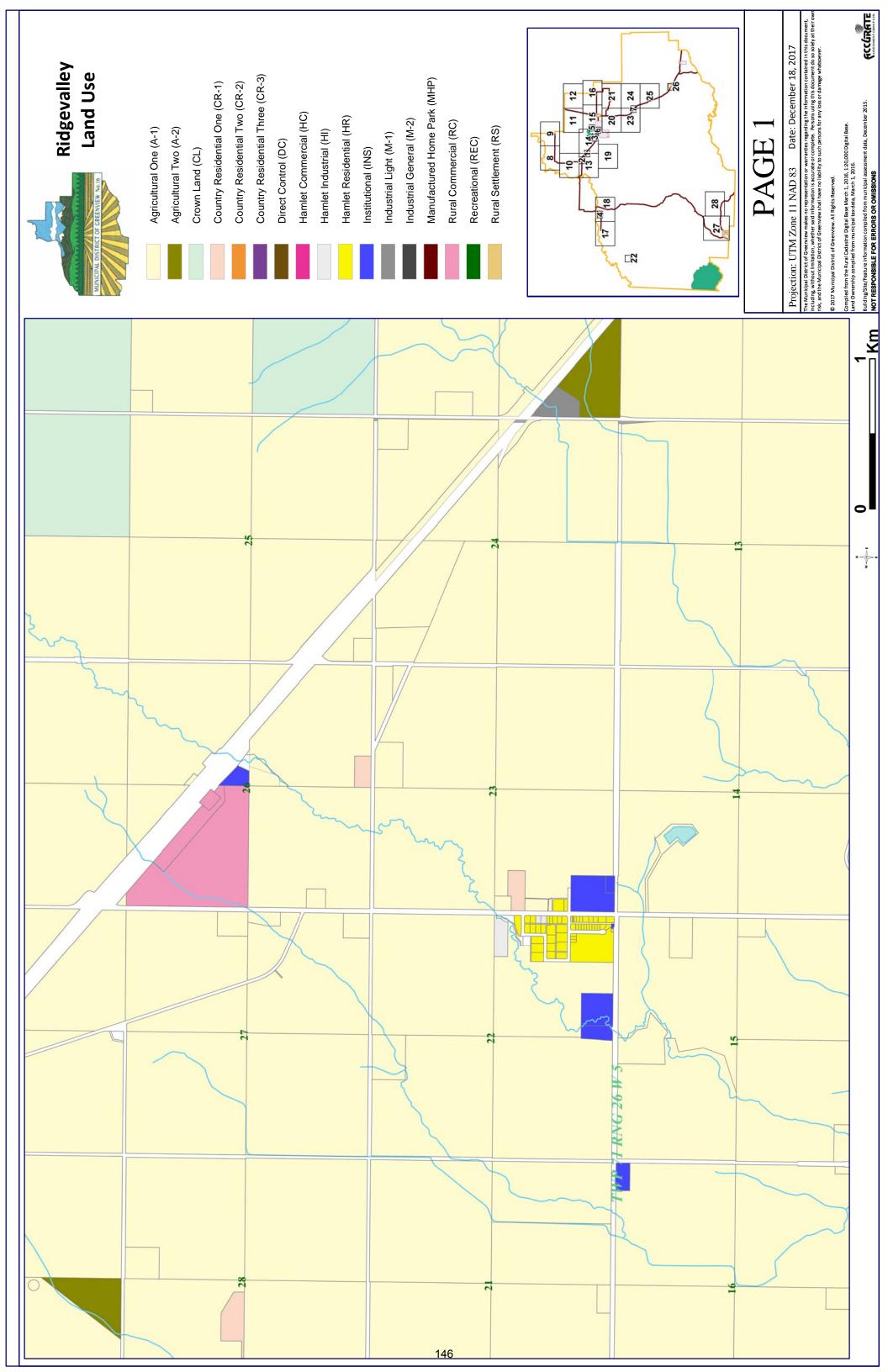
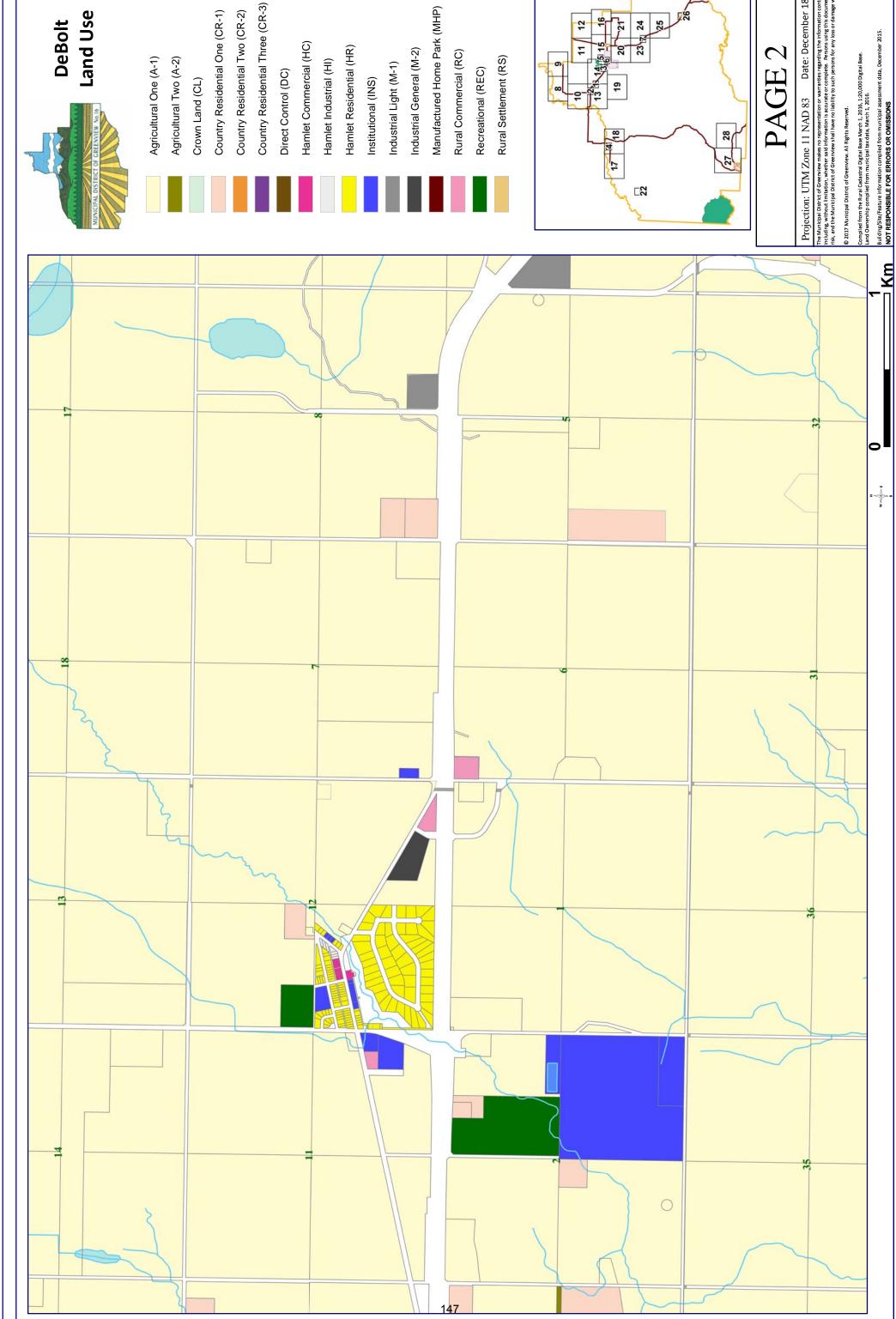


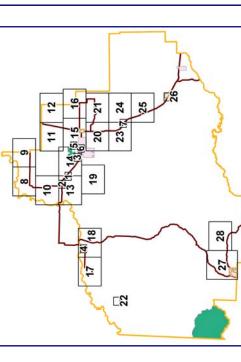
Figure 9-11: Illustration of Yards





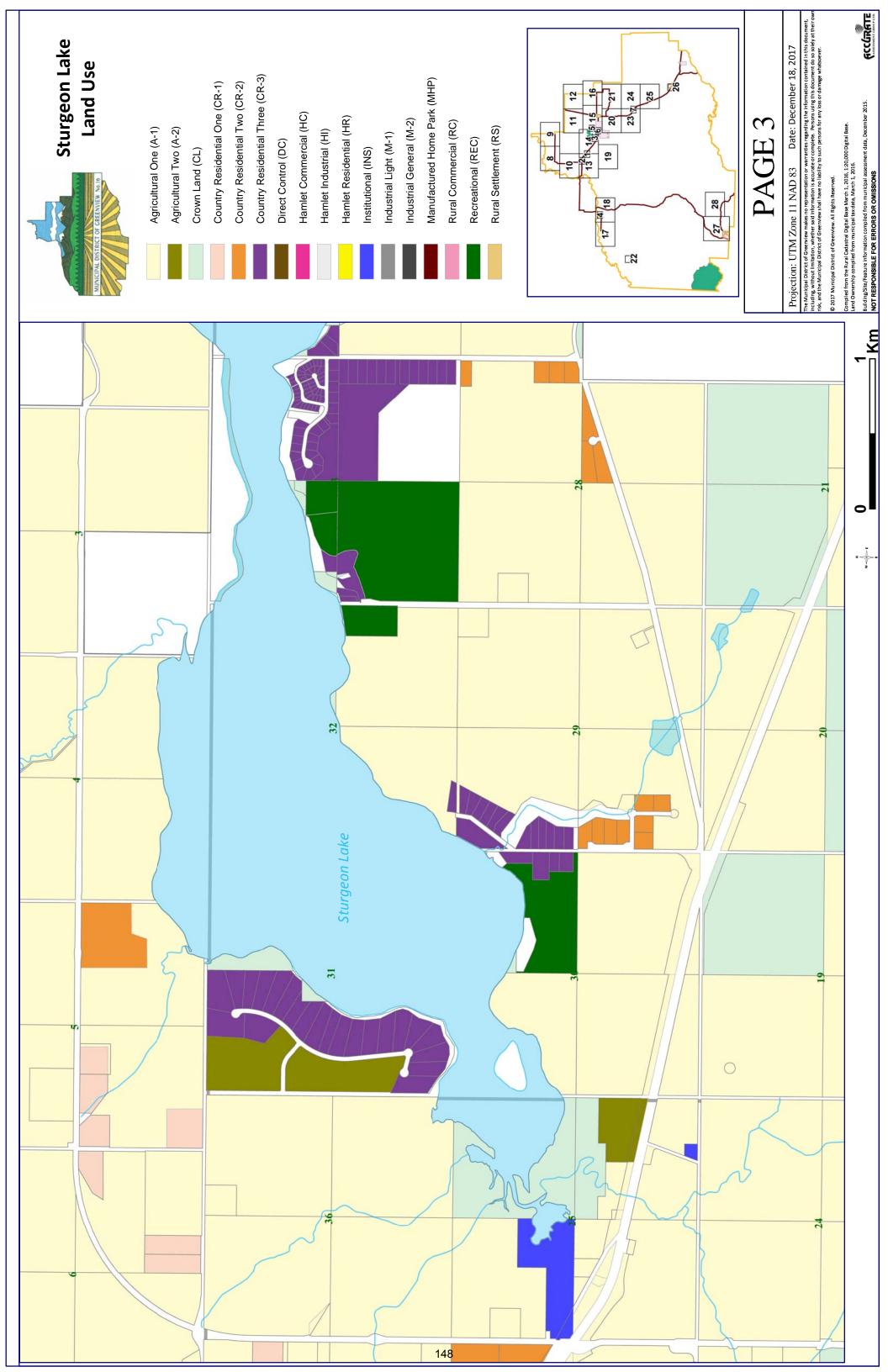


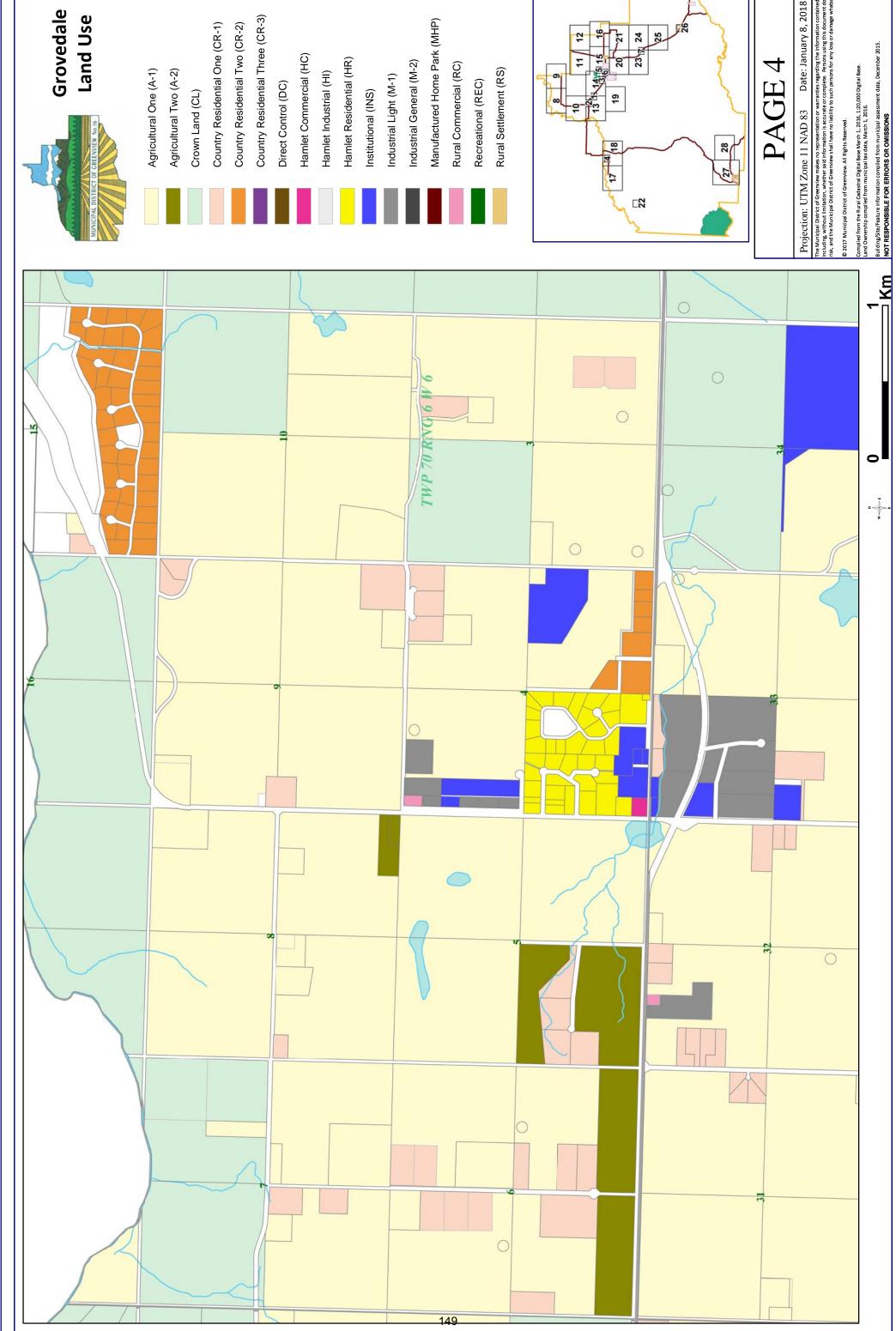


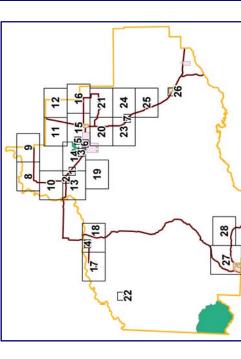


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ACCURATE ASSESSMENT GROUP LTB.



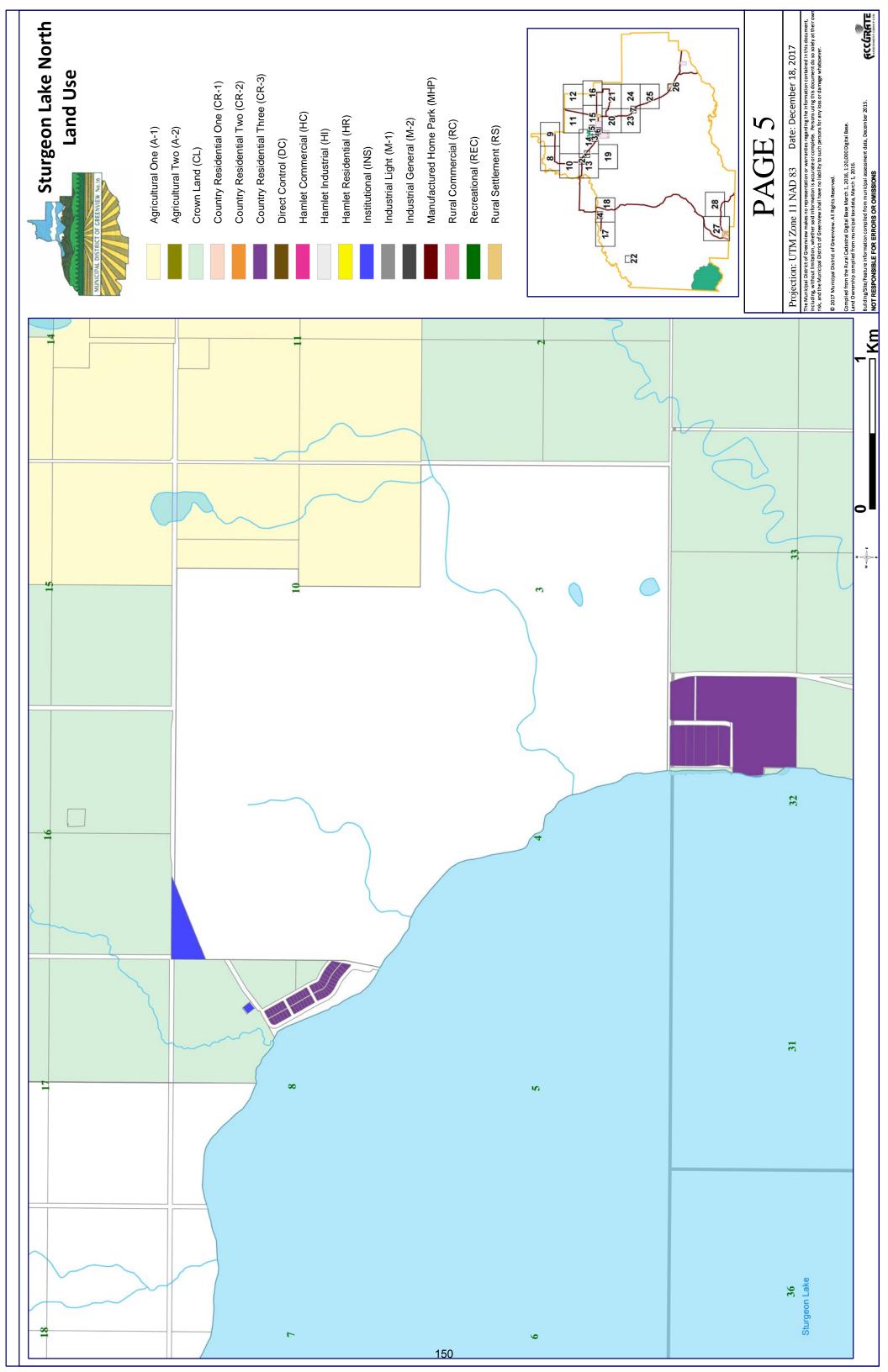


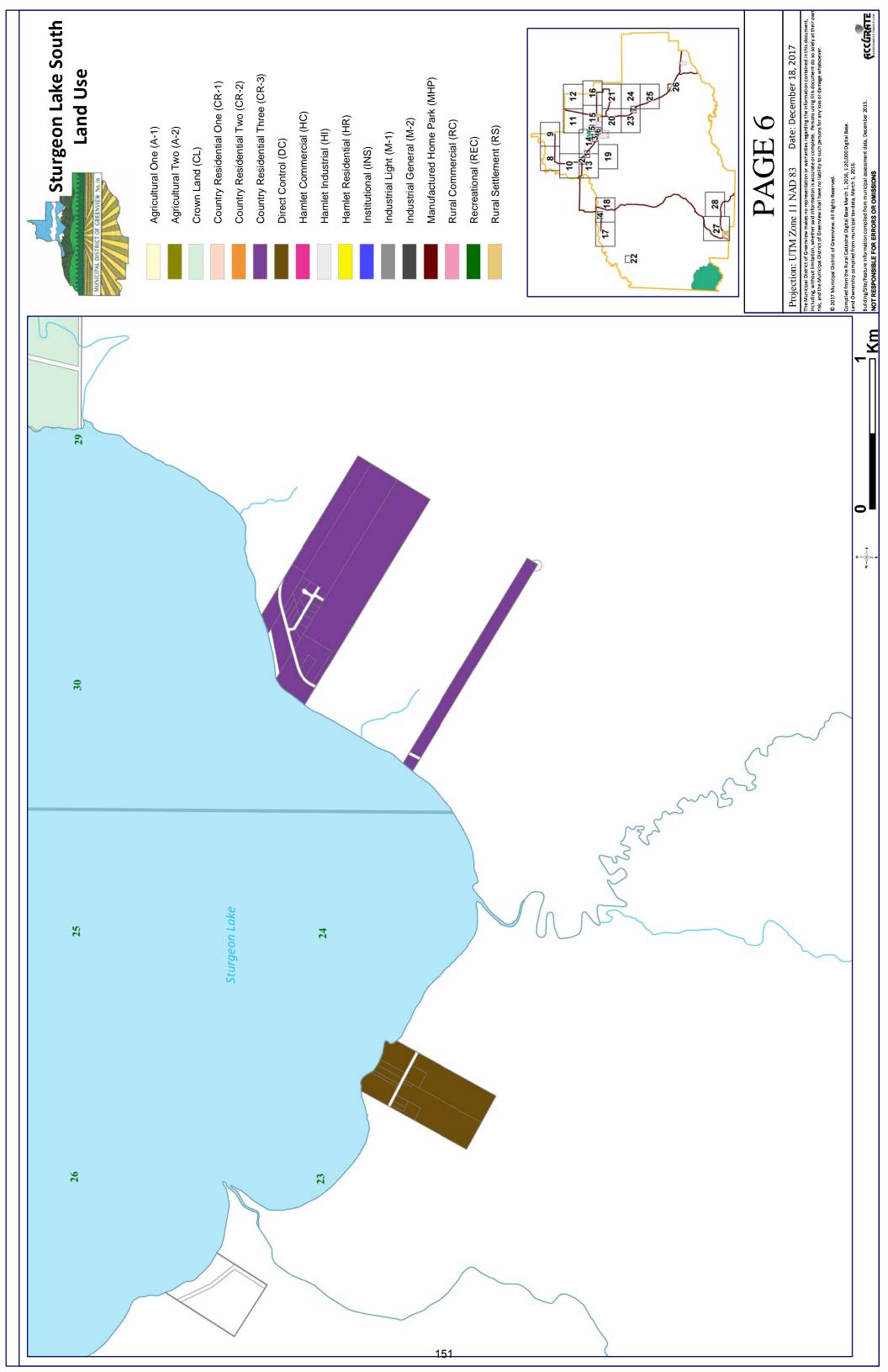


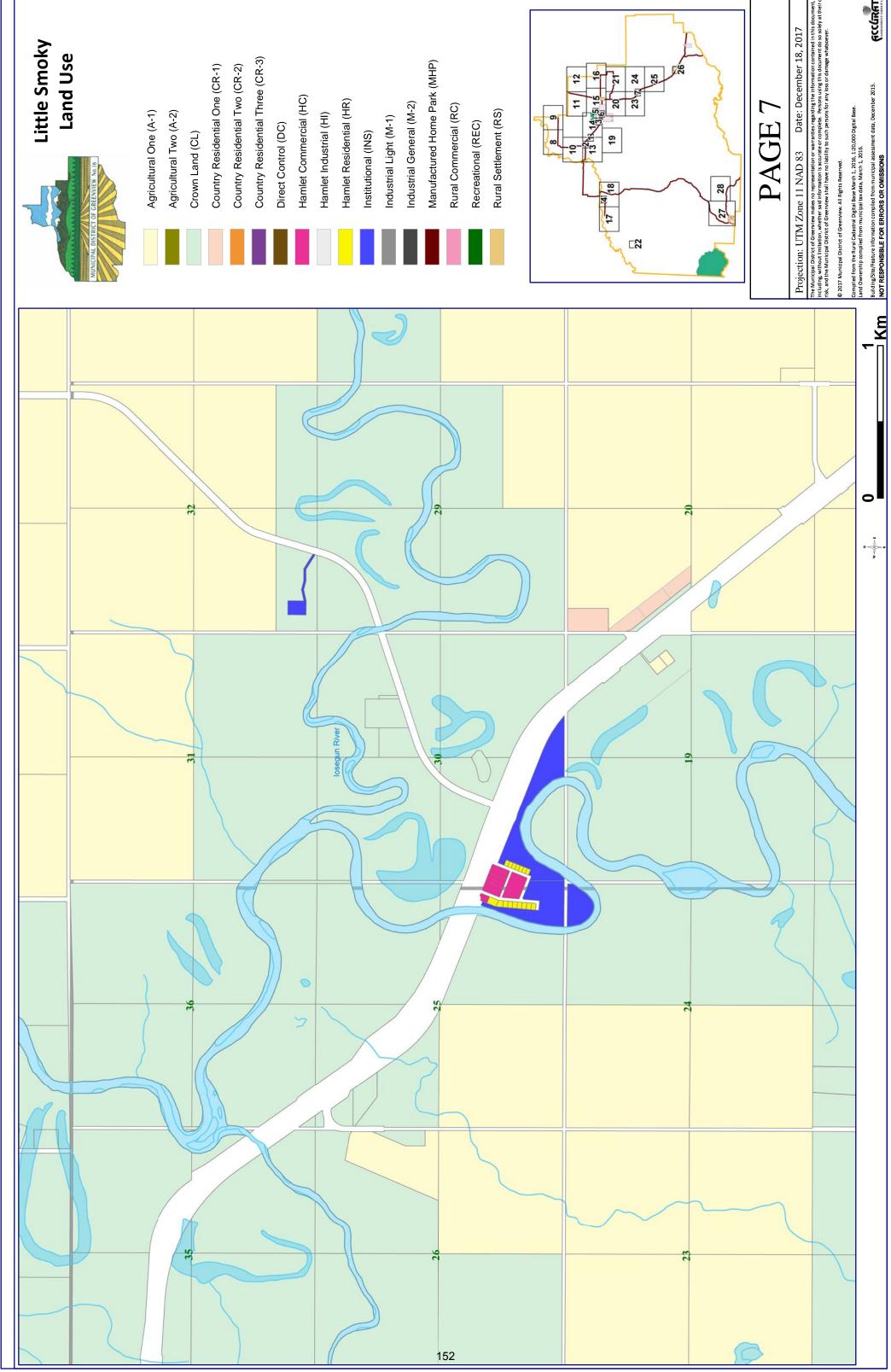
Projection: UTM Zone 11 NAD 83 Date: January 8, 2018

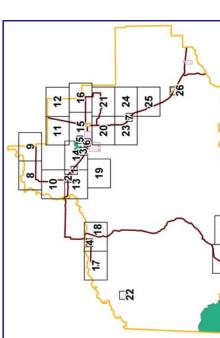
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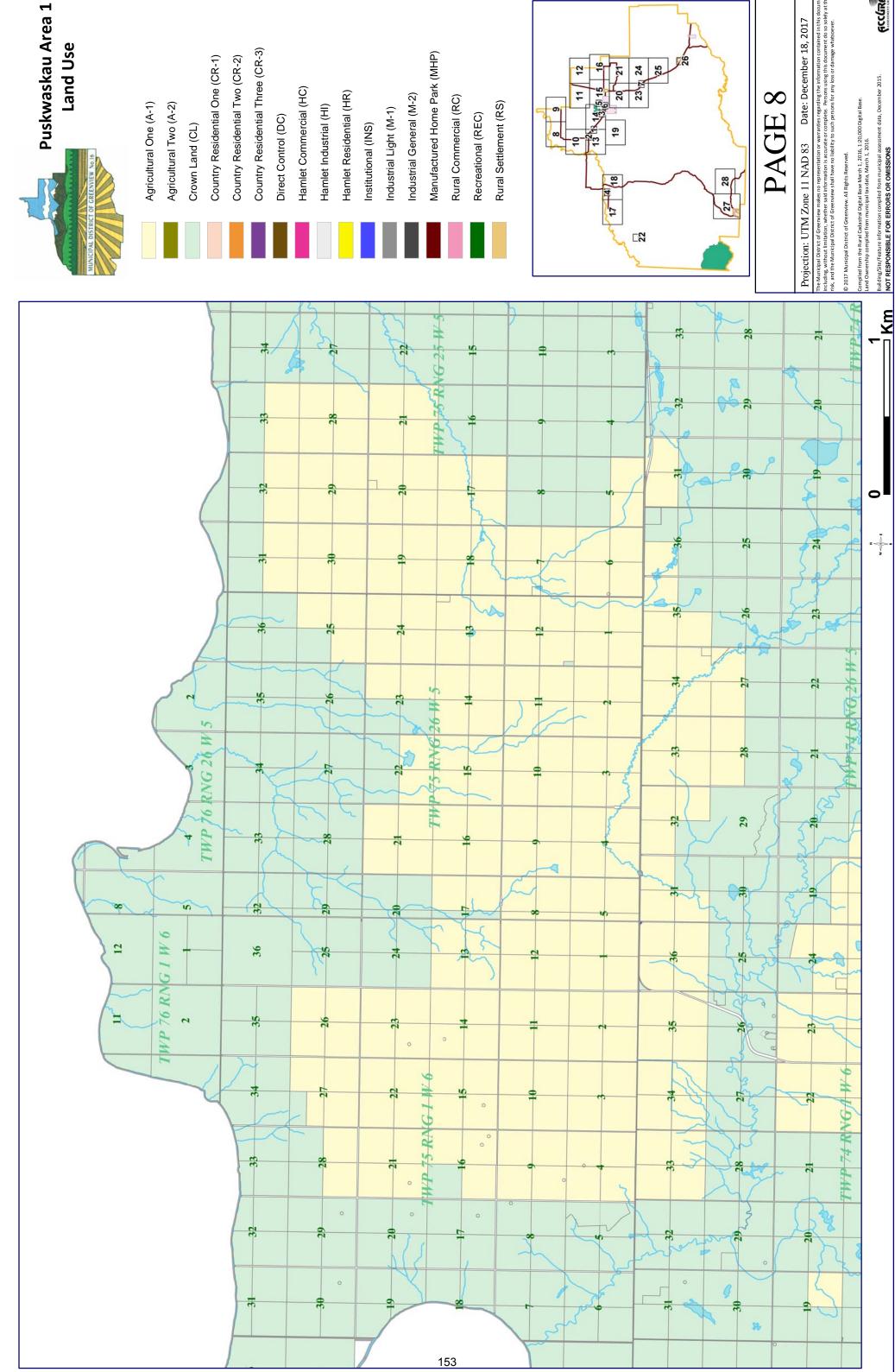


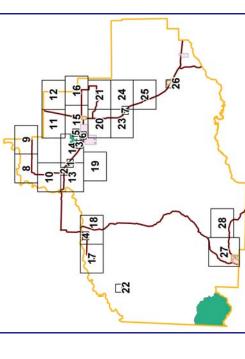






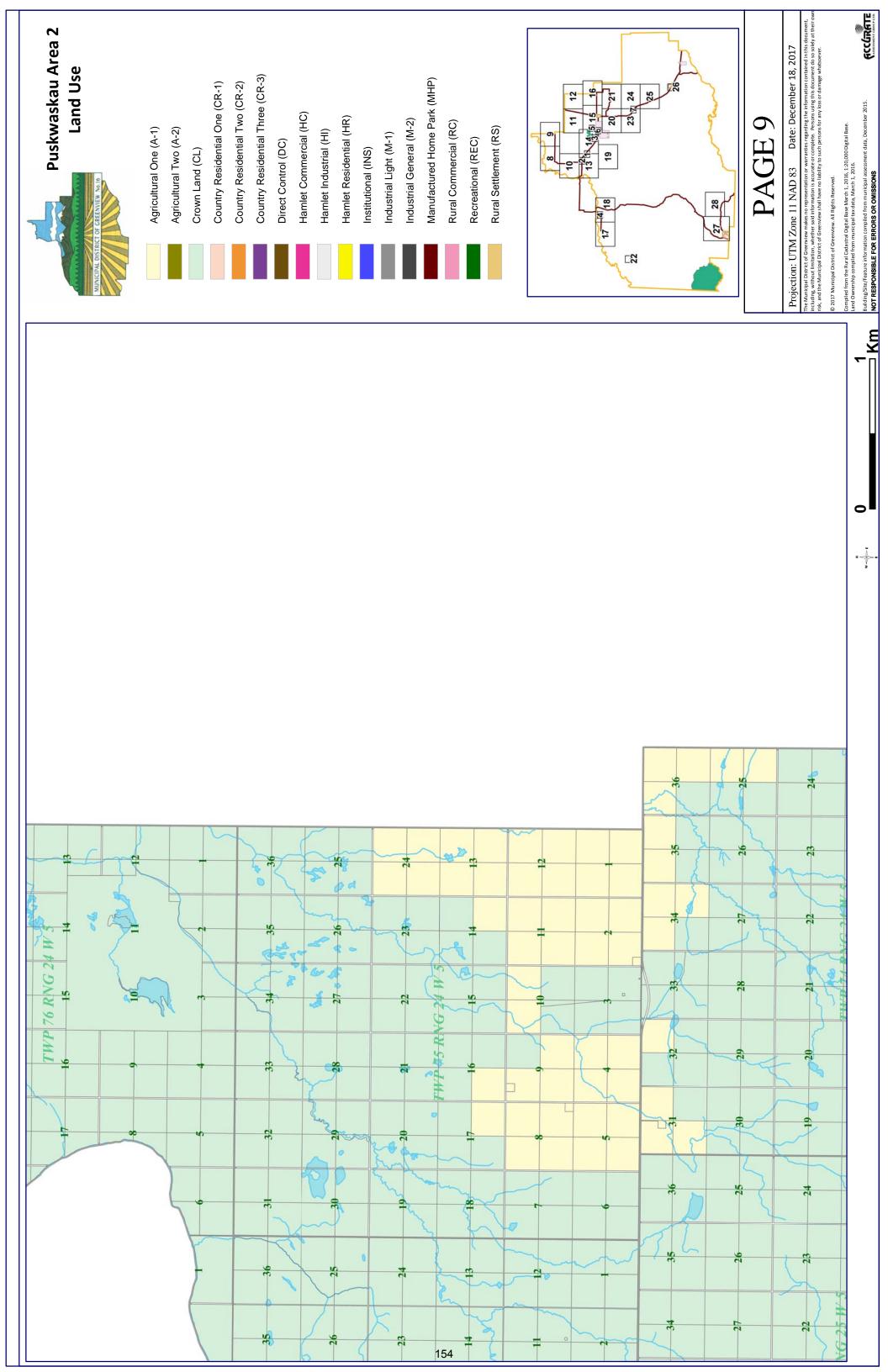
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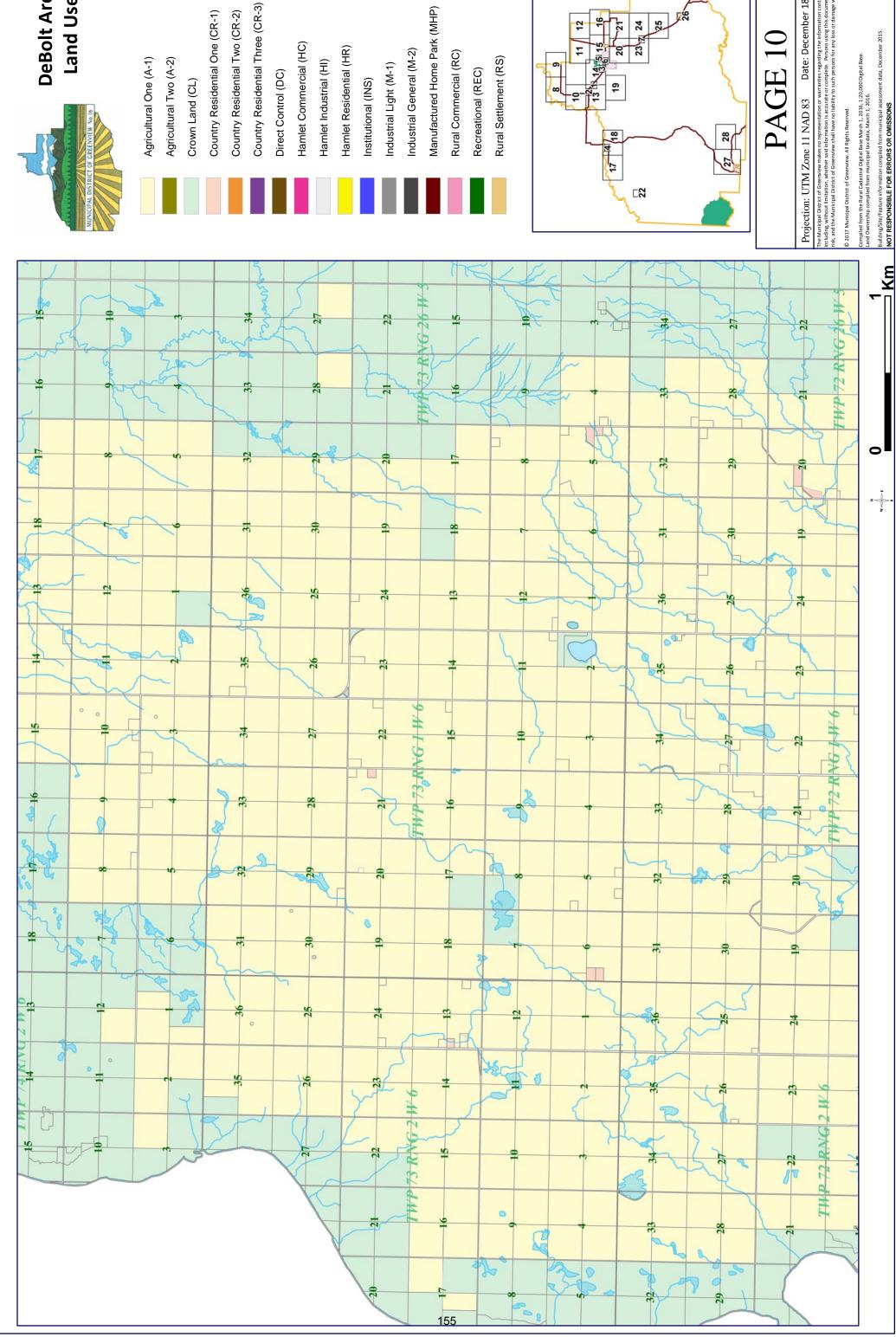




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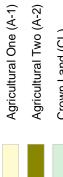
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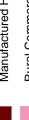


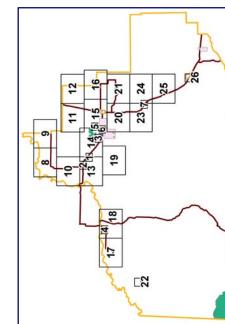




Land Use



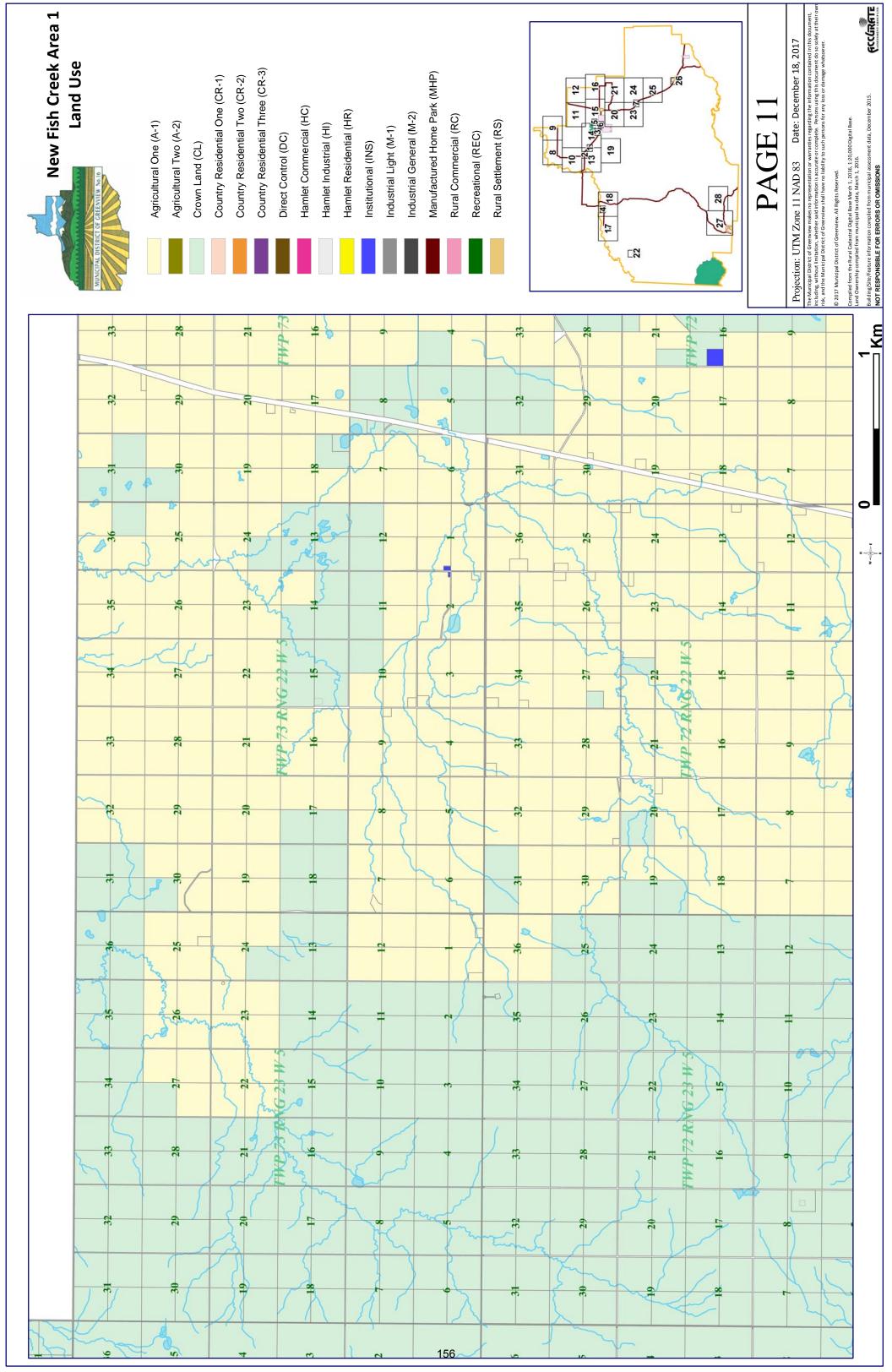


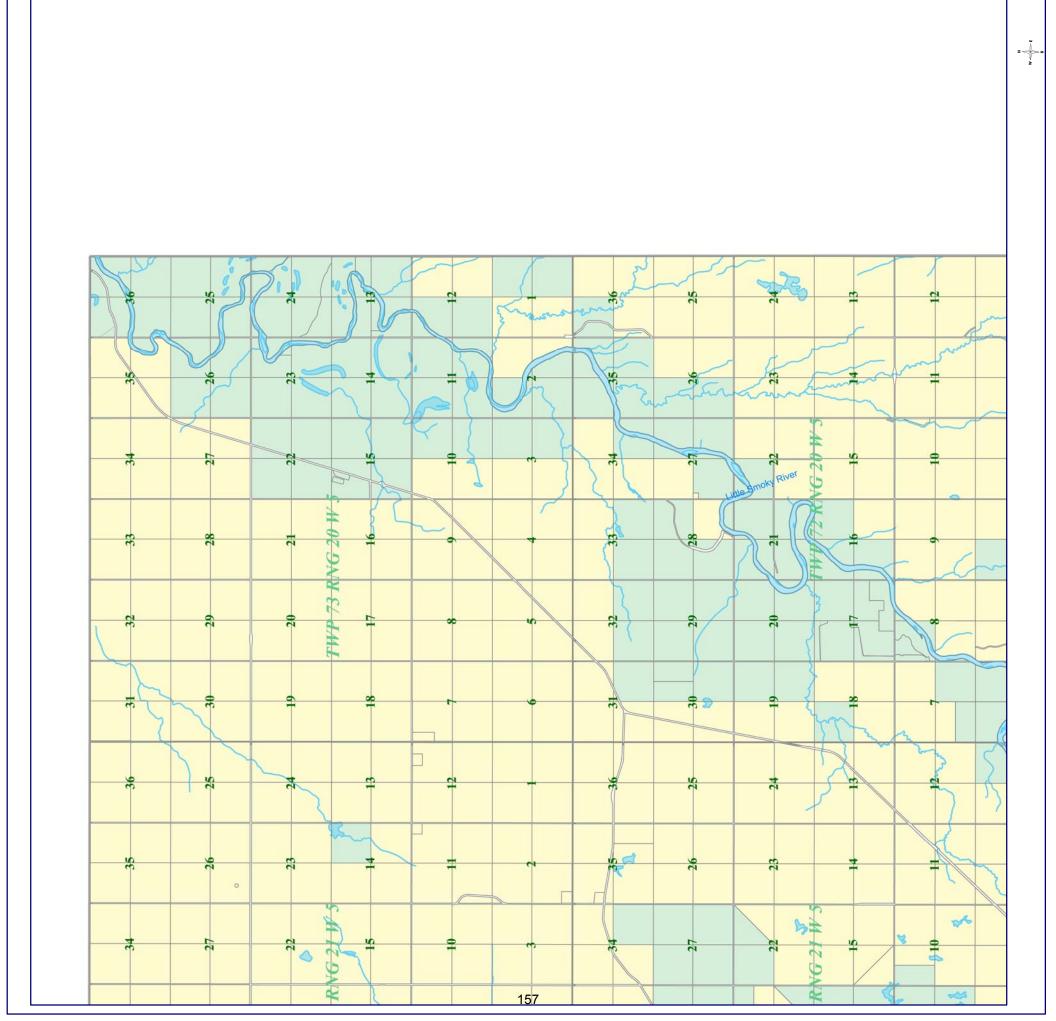


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Projection: UTM Zone 11 NAD 83 Date: December 18, 2017

compiled from the Rural Cadastral Digital Base March 1, 2016, 1.20,000 Digital Base. and Ownership compiled from municipal tax data, March 1, 2016.







Agricultural Two (A-2) Agricultural One (A-1) Crown Land (CL) Country Residential One (CR-1)

Country Residential Three (CR-3) Country Residential Two (CR-2)

Direct Control (DC)

Hamlet Commercial (HC) Hamlet Industrial (HI)

Hamlet Residential (HR)

Institutional (INS)

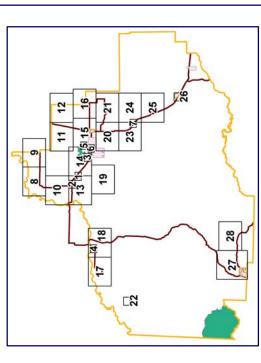
Industrial Light (M-1)

Industrial General (M-2)

Manufactured Home Park (MHP)

Rural Commercial (RC)

Rural Settlement (RS) Recreational (REC)



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Projection: UTM Zone 11 NAD 83 Date: December 18, 2017

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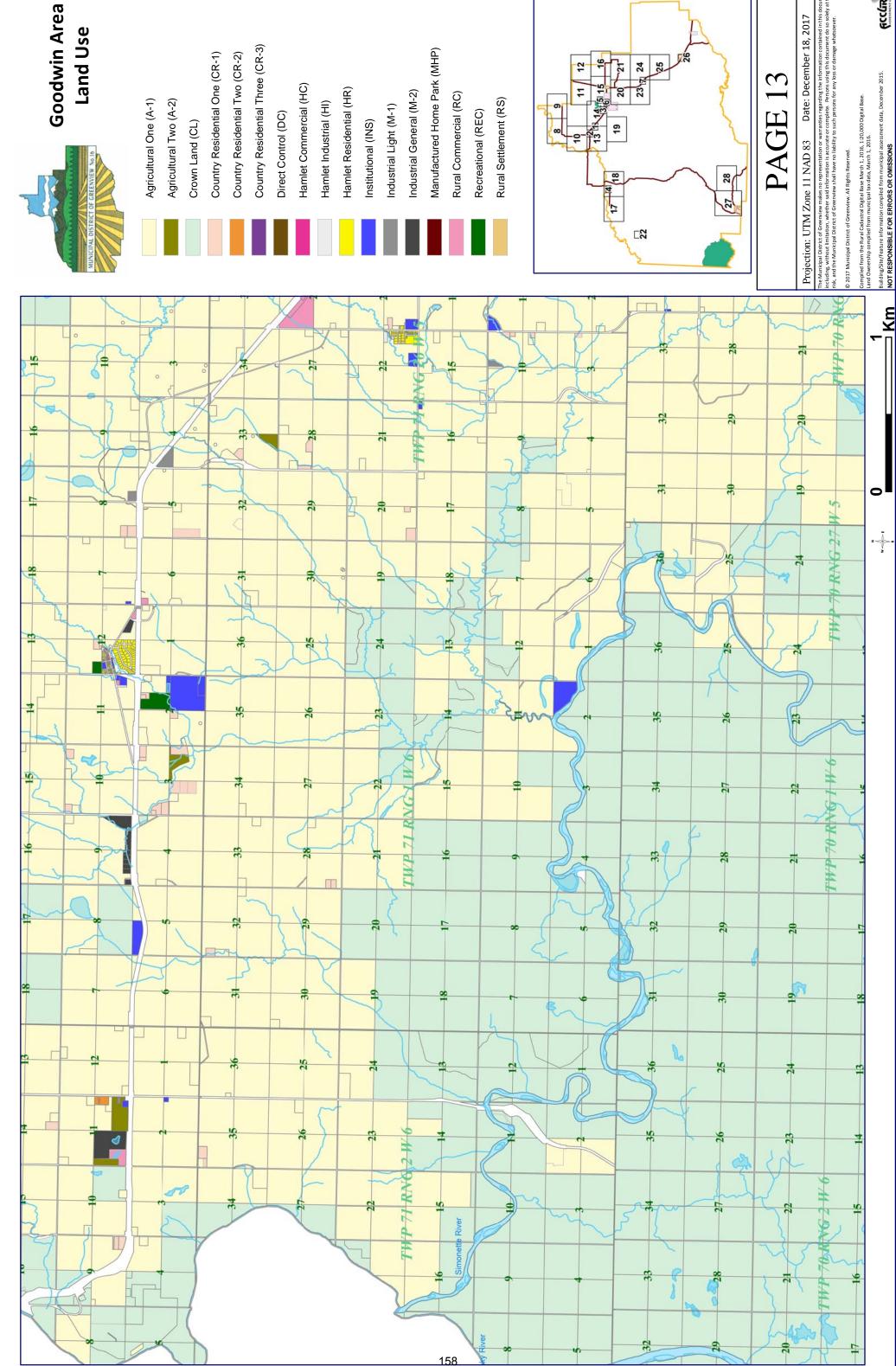
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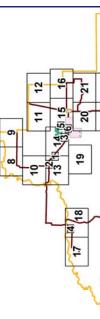
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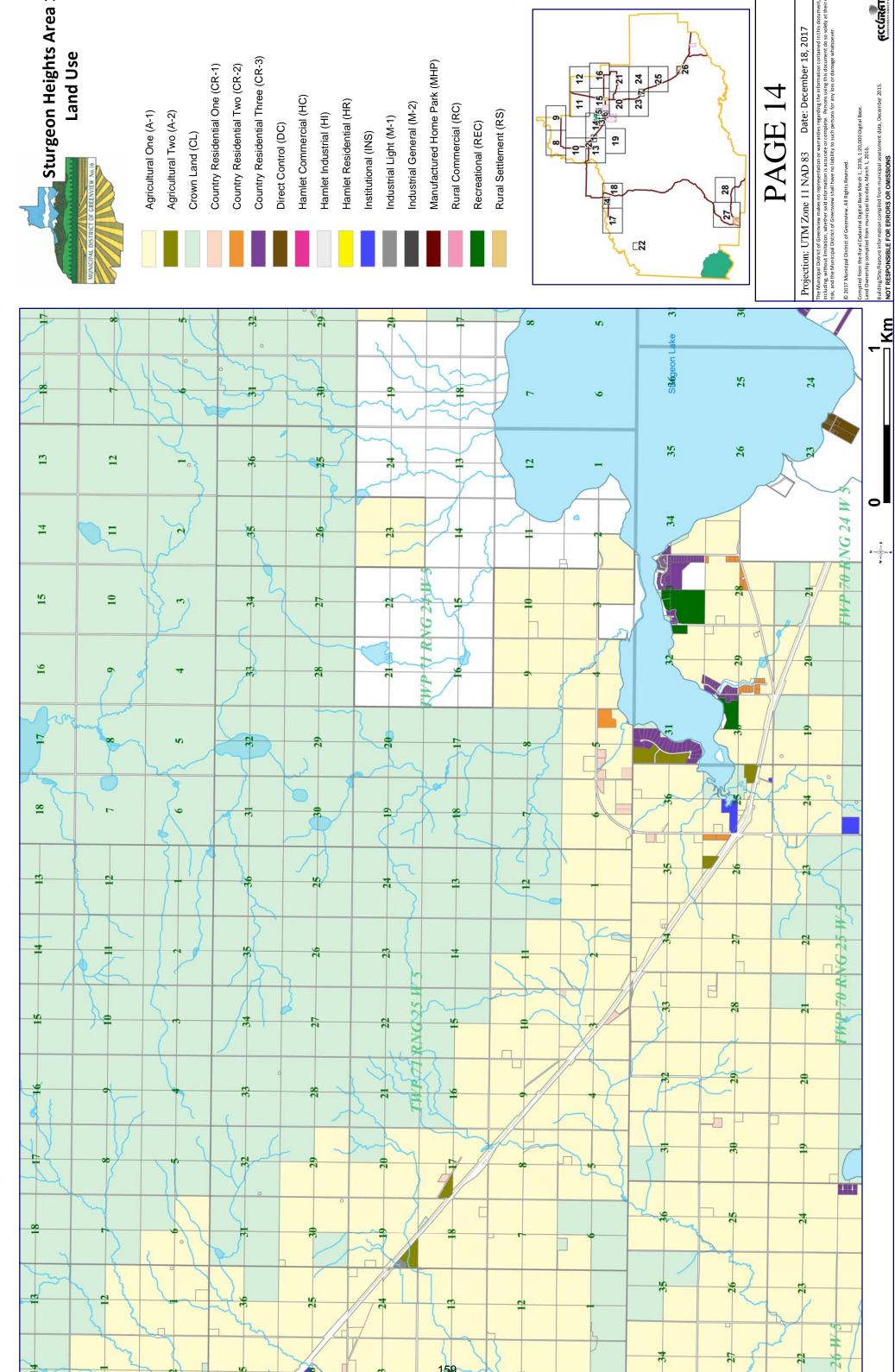
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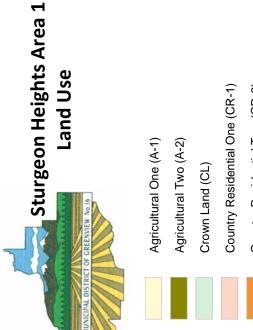
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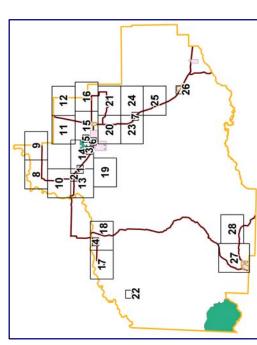


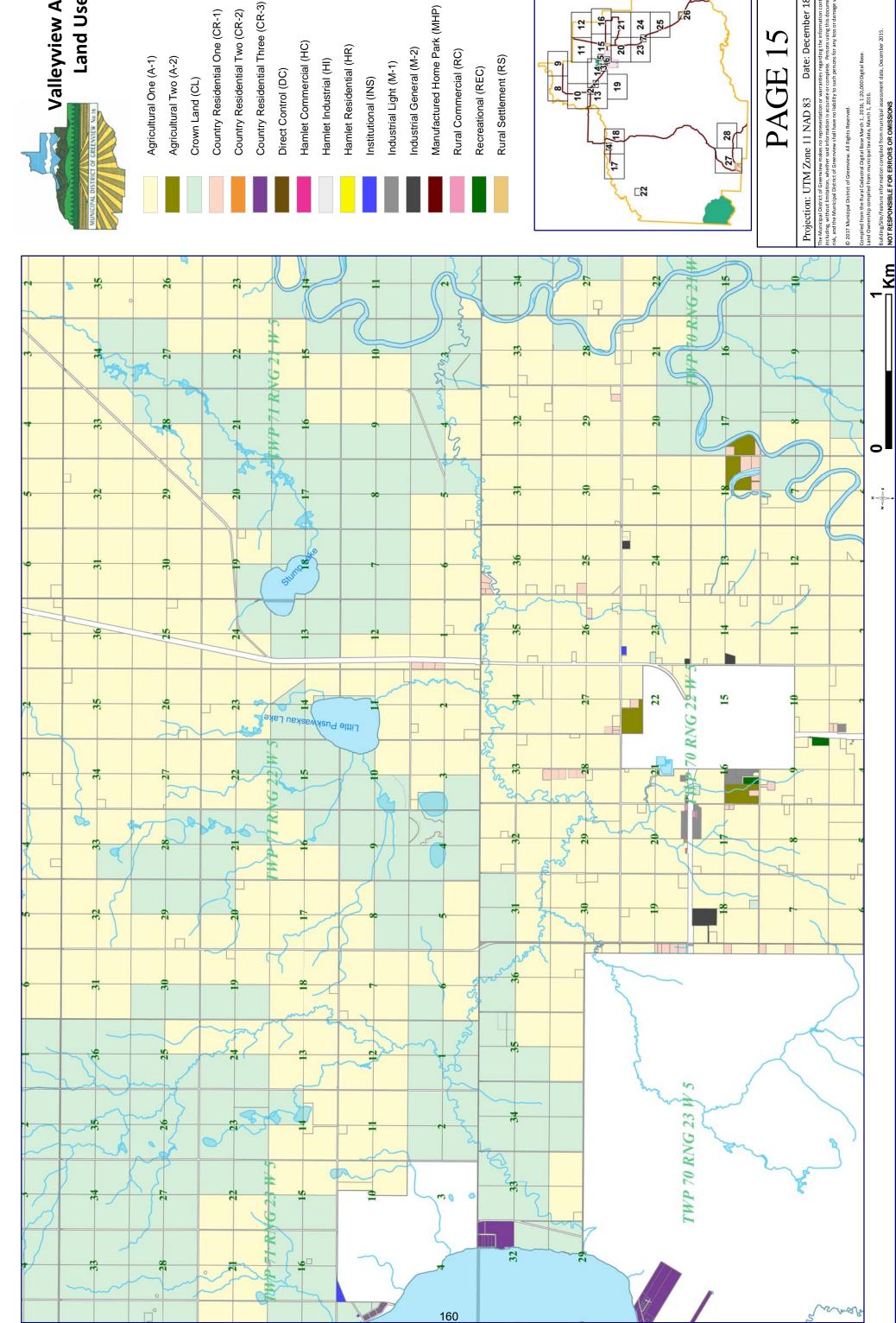




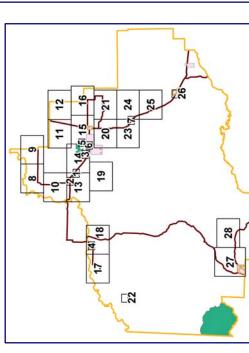


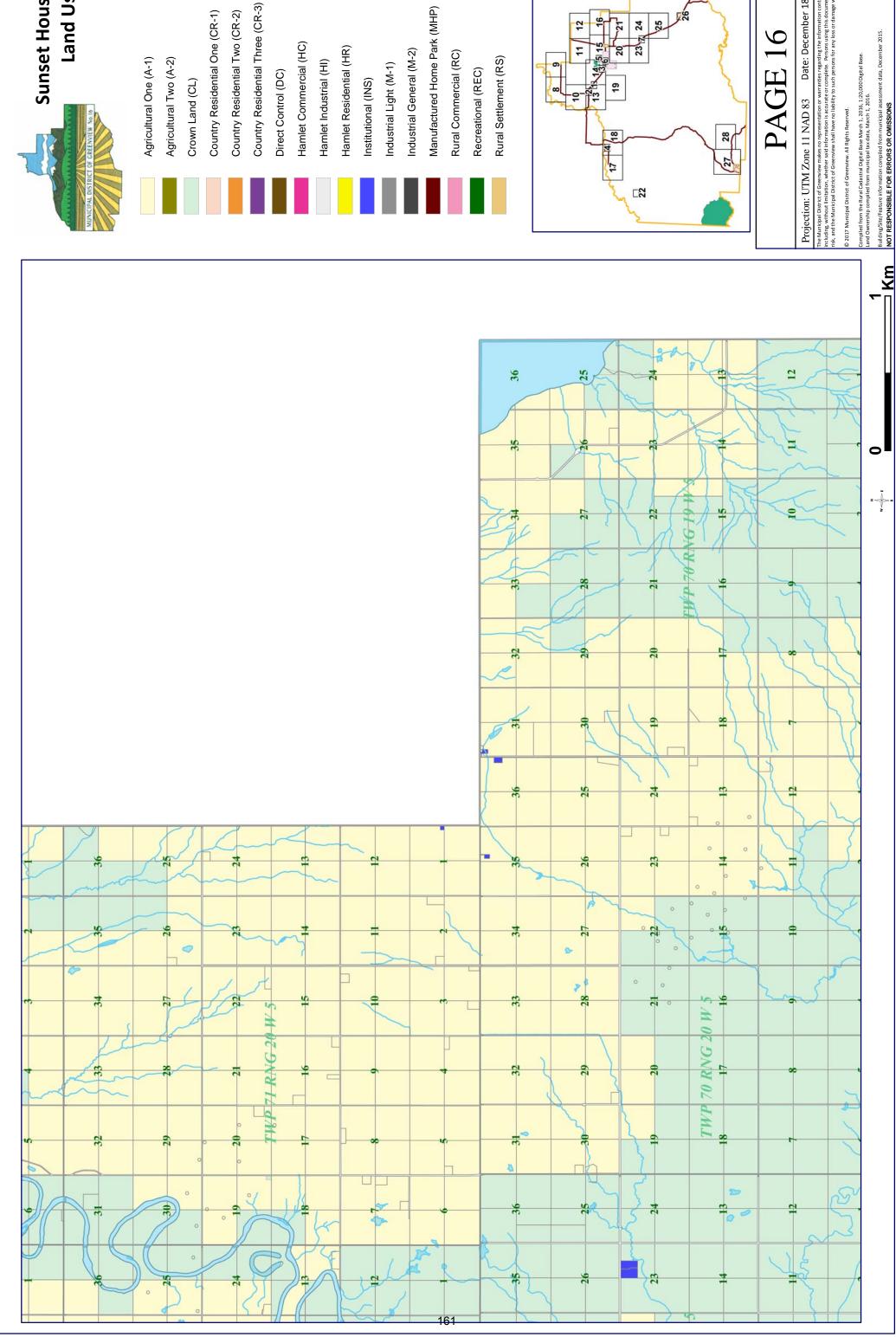








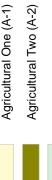




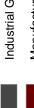


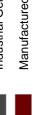
Land Use

Sunset House Area

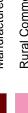




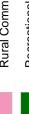




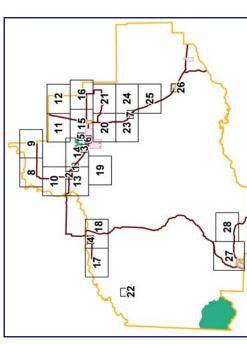










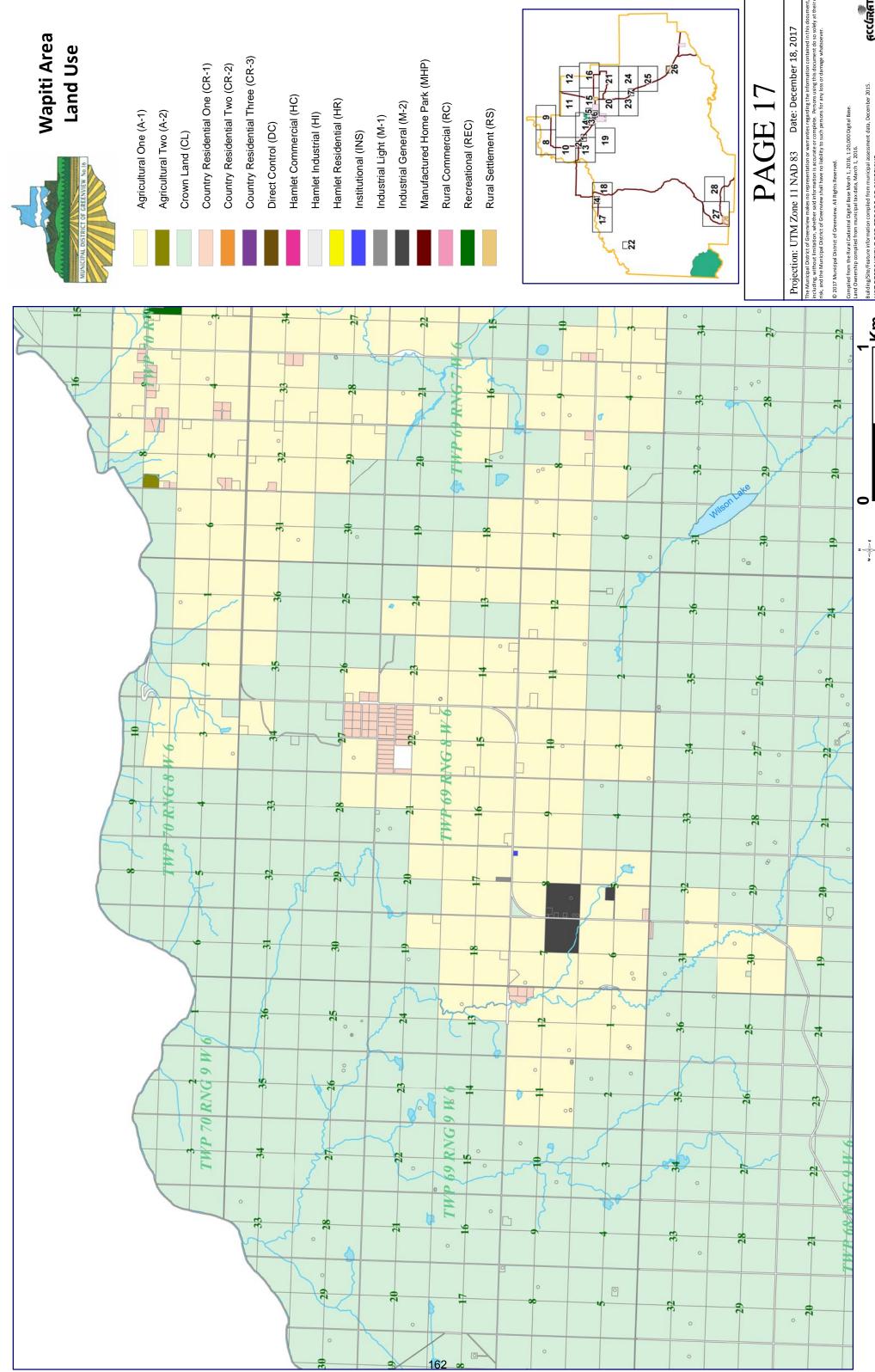


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Projection: UTM Zone 11 NAD 83 Date: December 18, 2017

Building/Site/Feature information compiled from municipal assessment data, December 2015.

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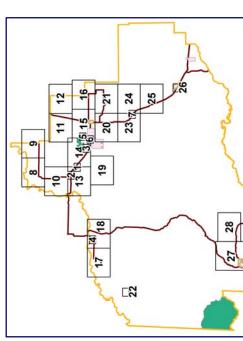




Land Use

Wapiti Area

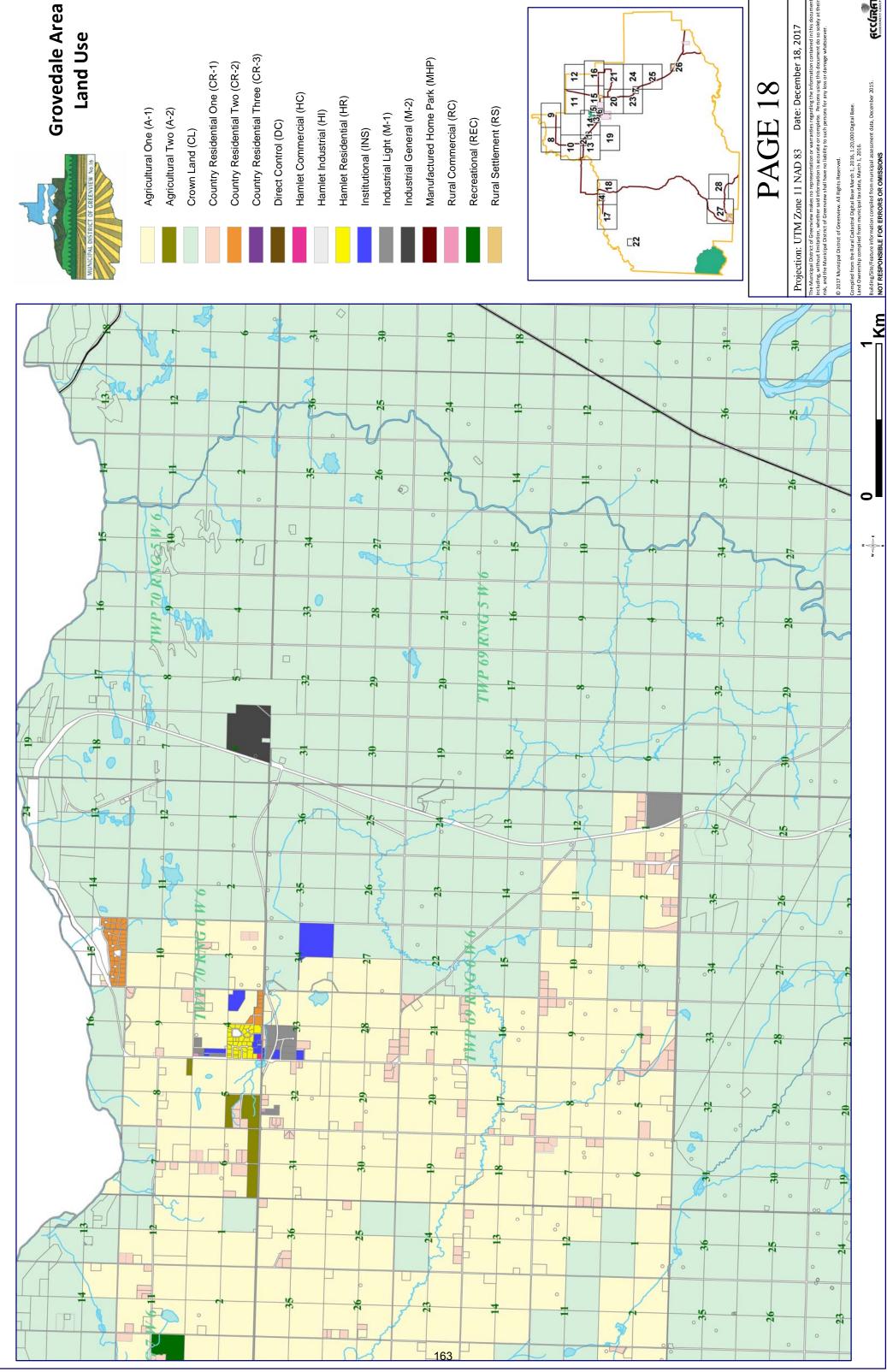


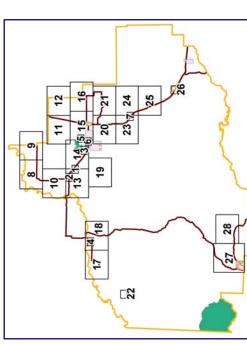


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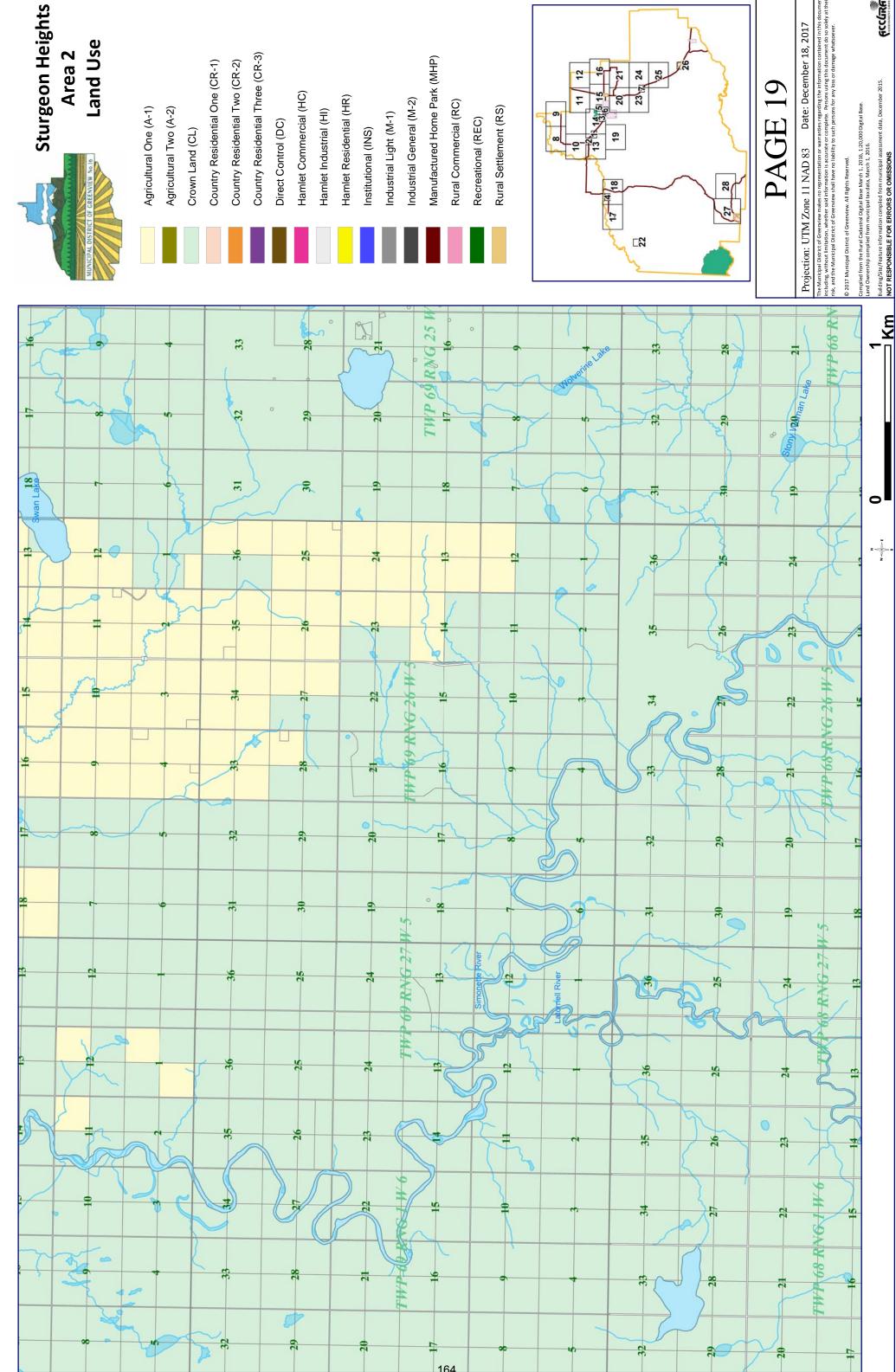
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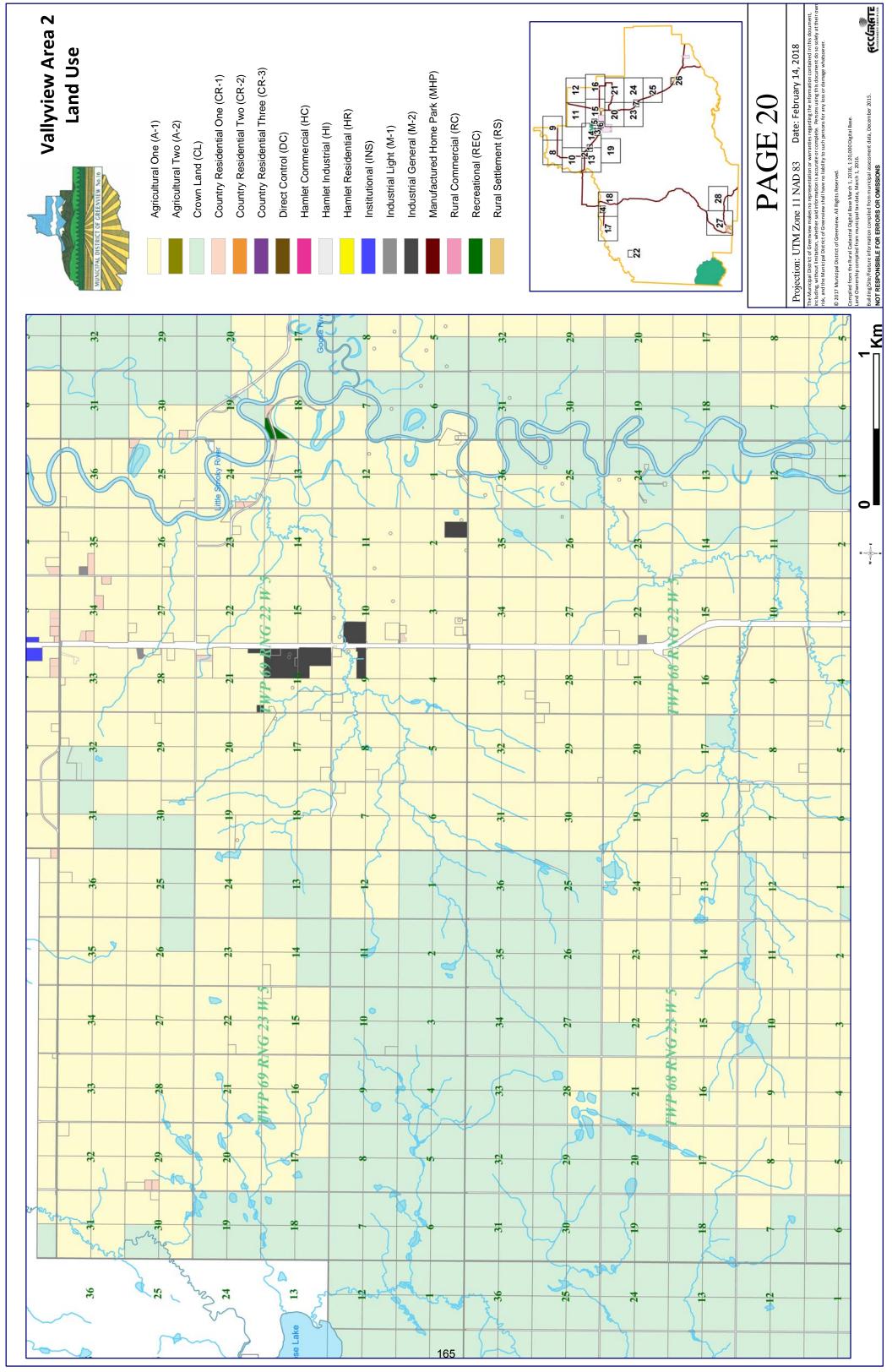


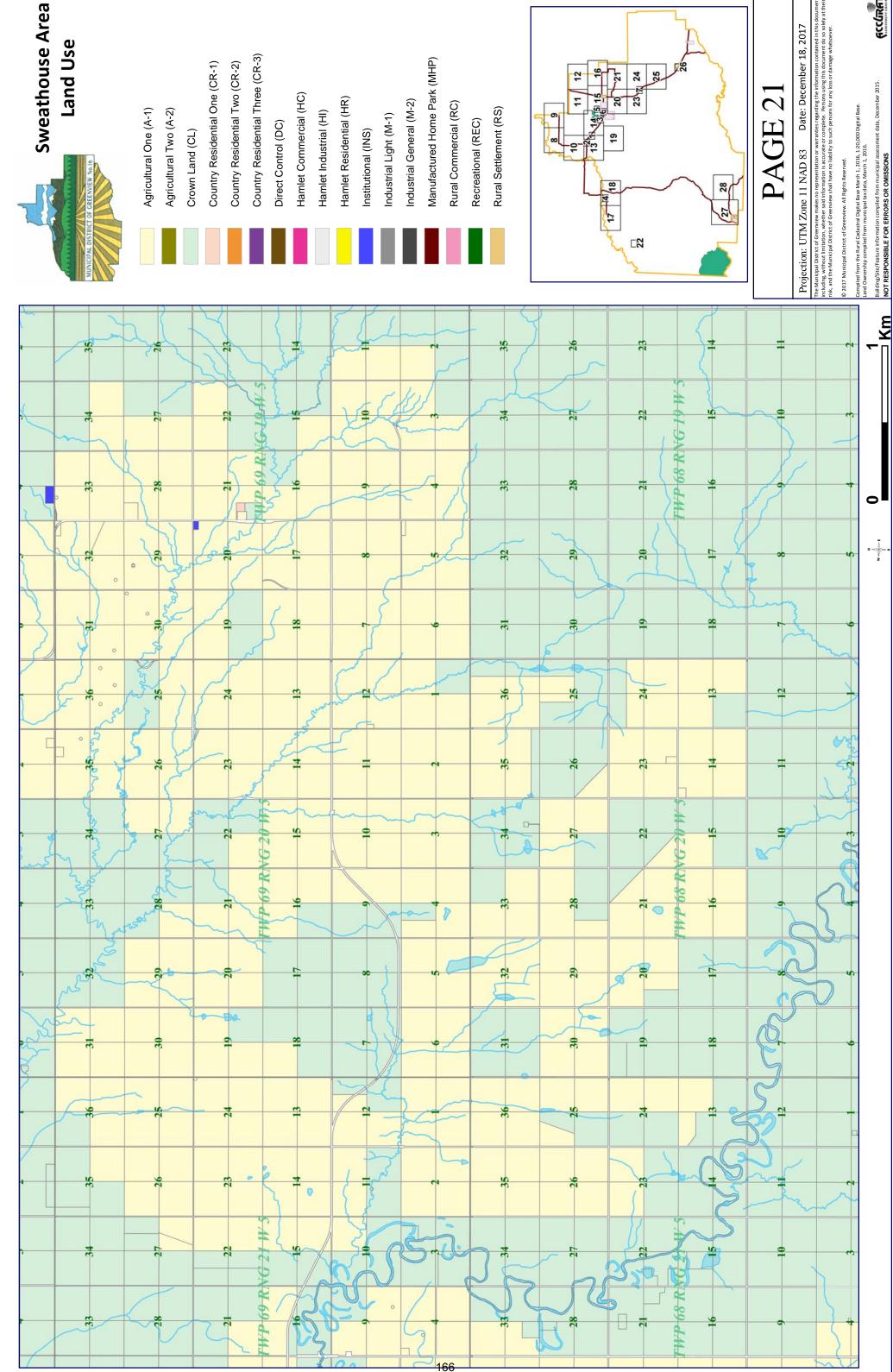
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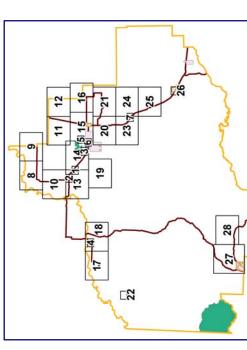
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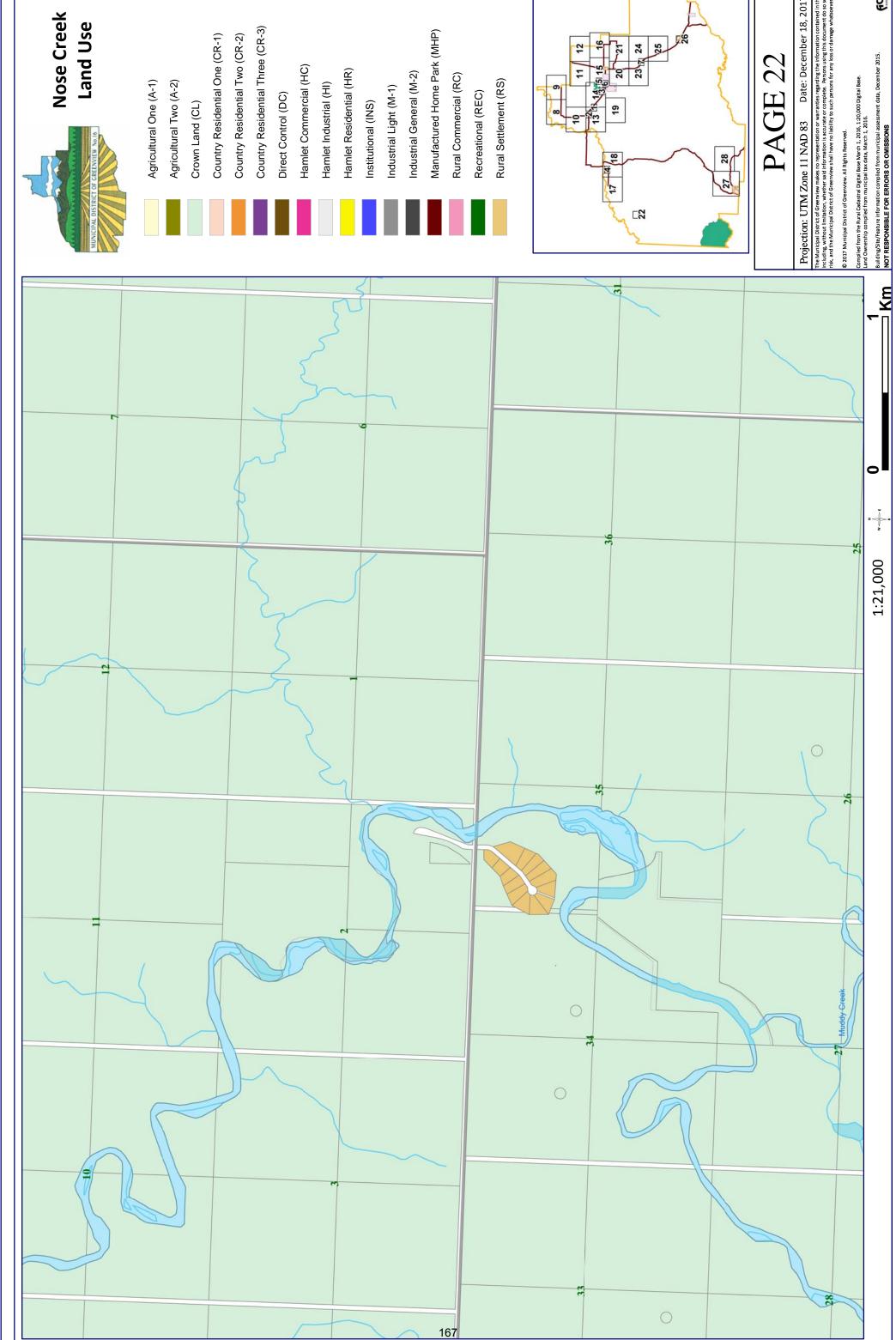


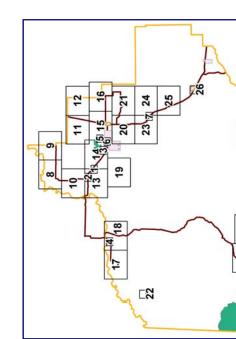




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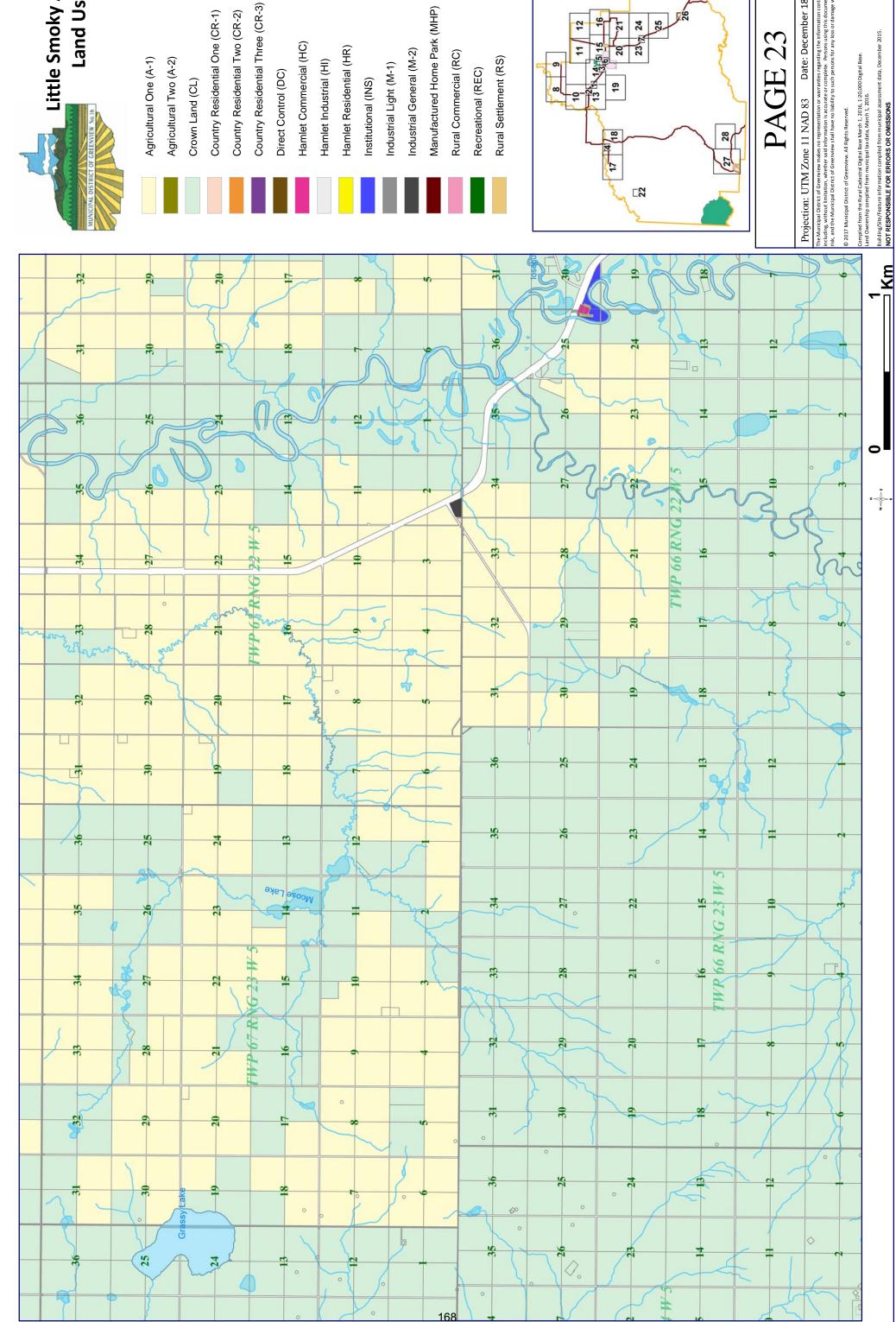




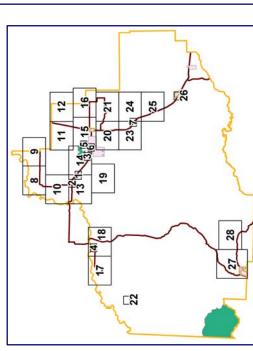


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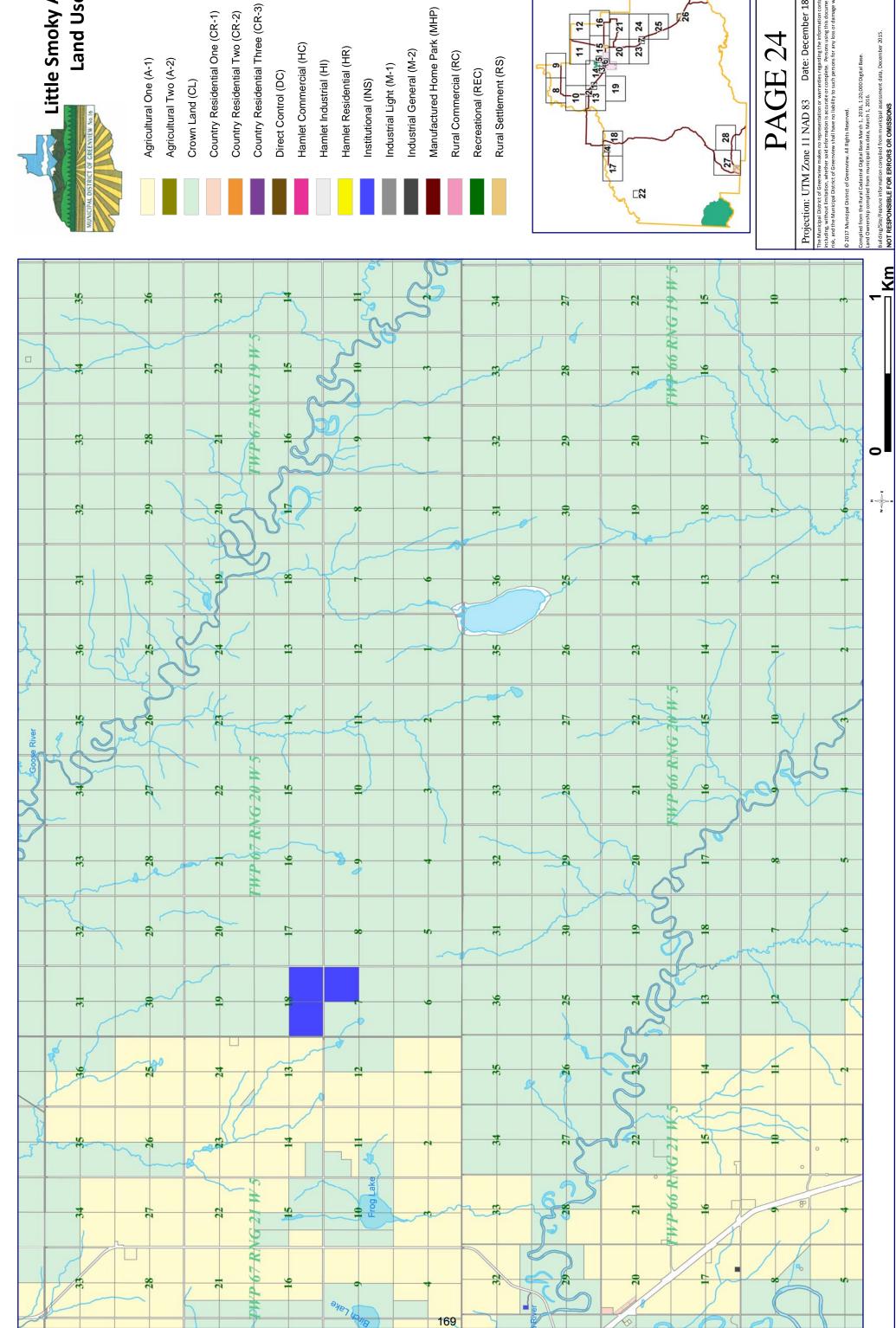
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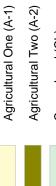


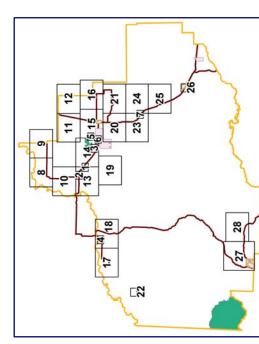


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Projection: UTM Zone 11 NAD 83 Date: December 18, 2017

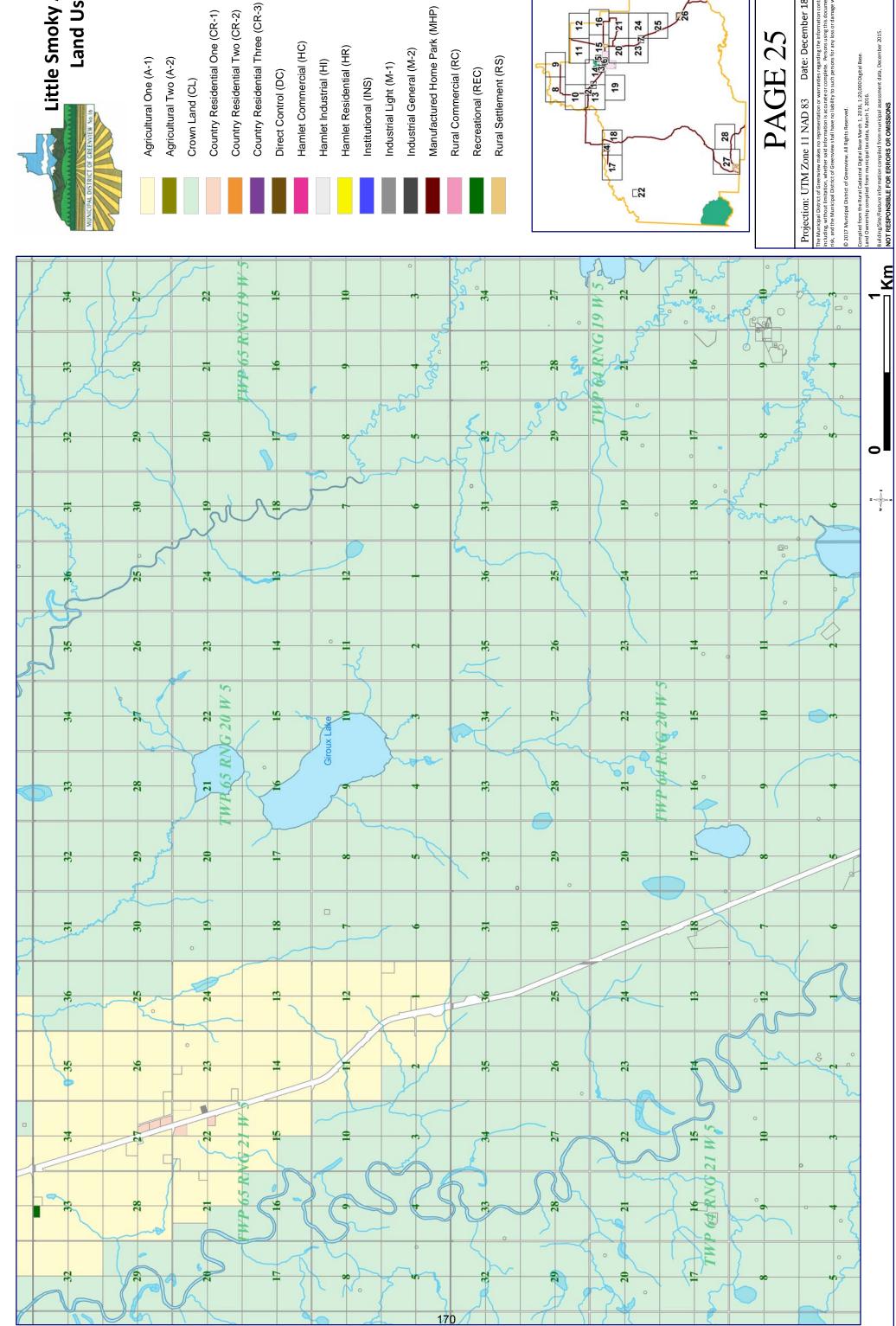
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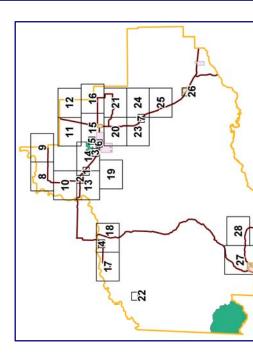
ACCURATE ASSESSMENT GROUPLING





Agricultural Two (A-2) Agricultural One (A-1)

Manufactured Home Park (MHP)

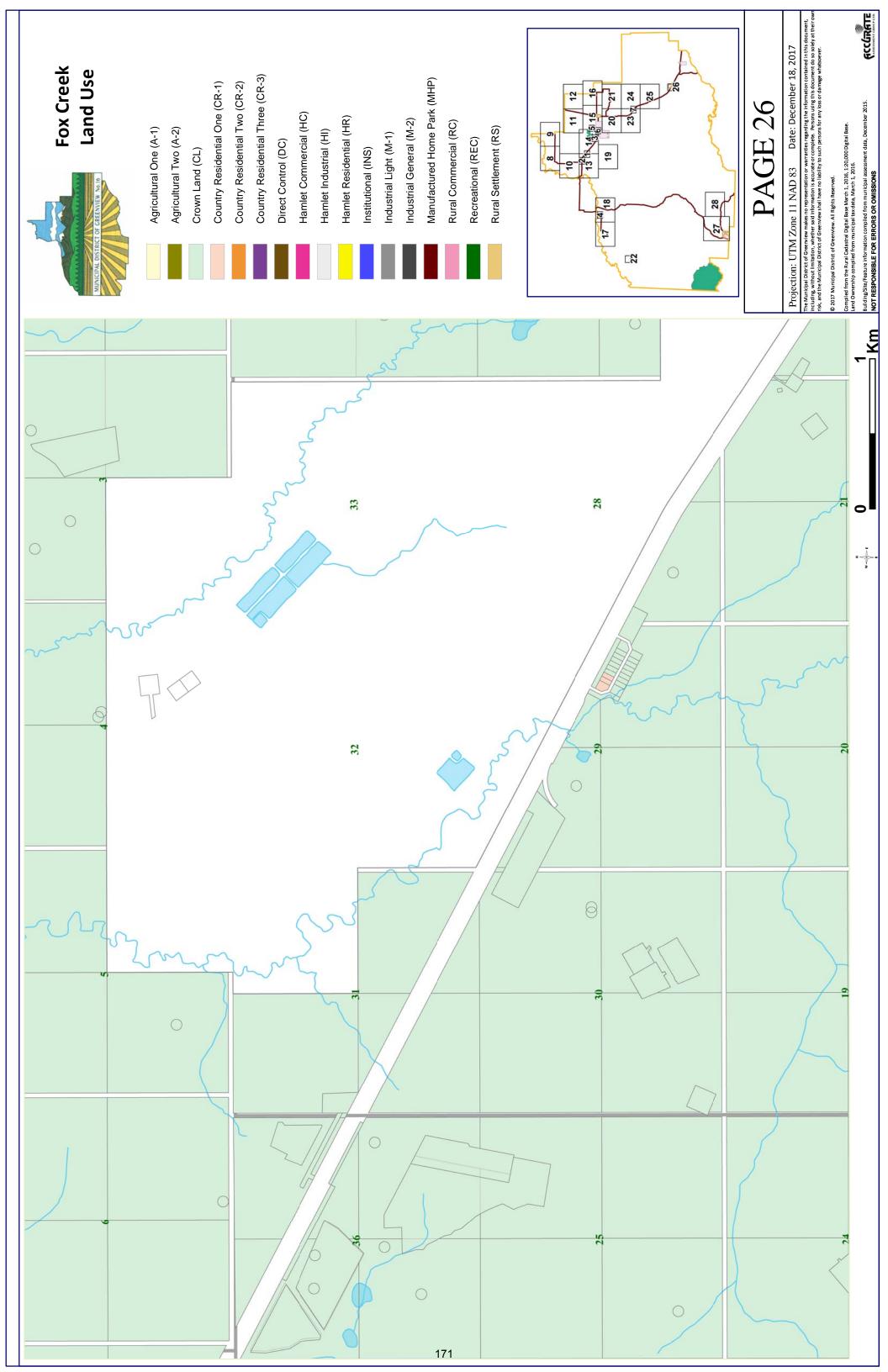


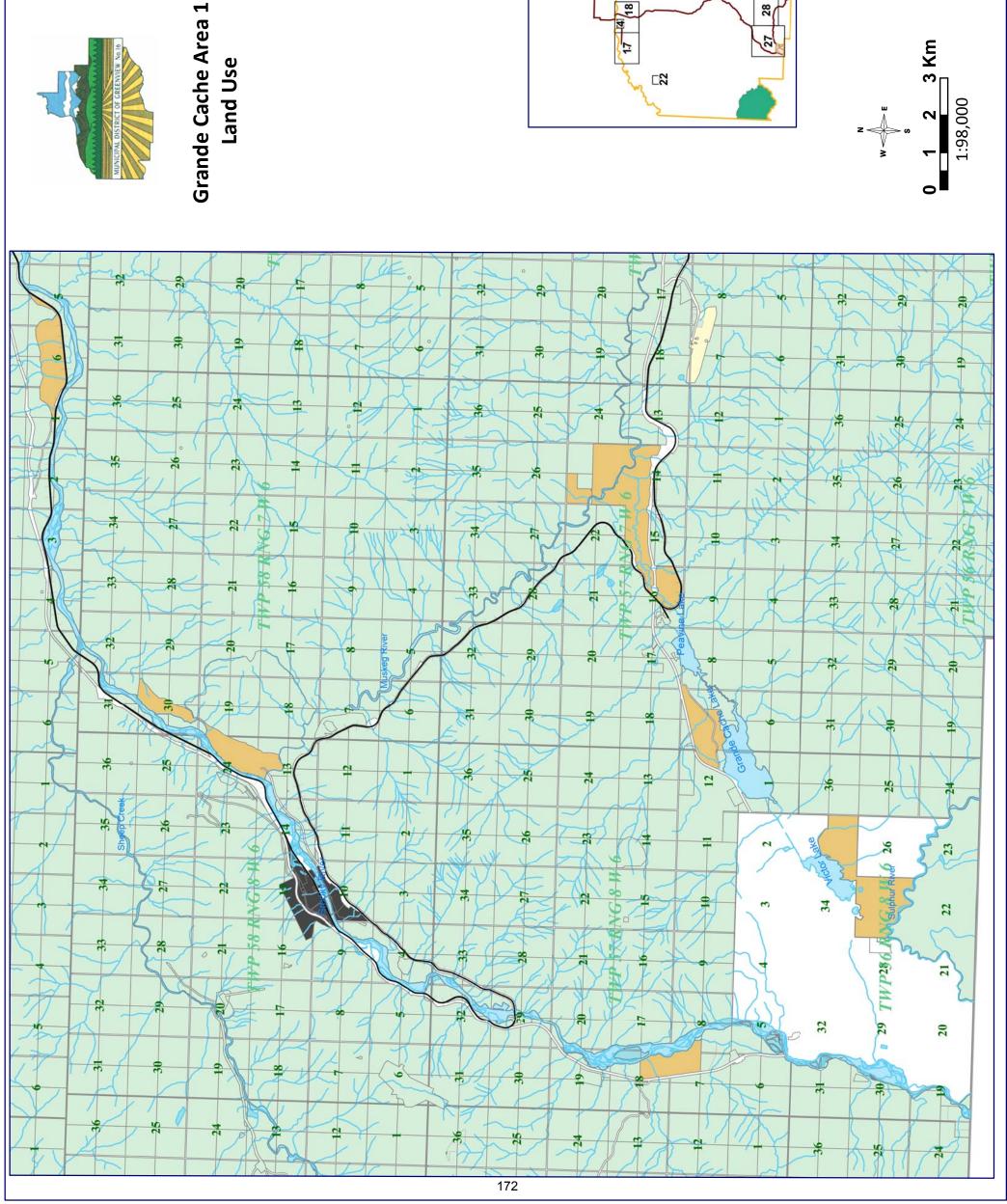
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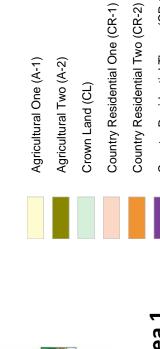
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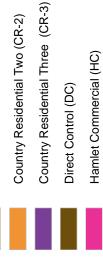
Building/Site/Feature information compiled from municipal assessment data, December 2015. NOT RESPONSIBLE FOR ERRORS OR OMISSIONS







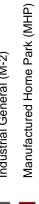


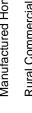




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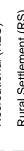


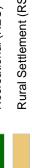


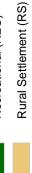


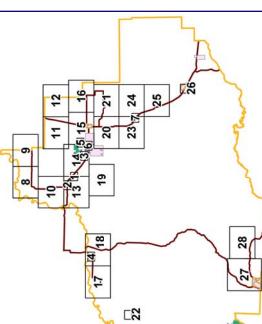


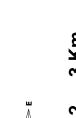










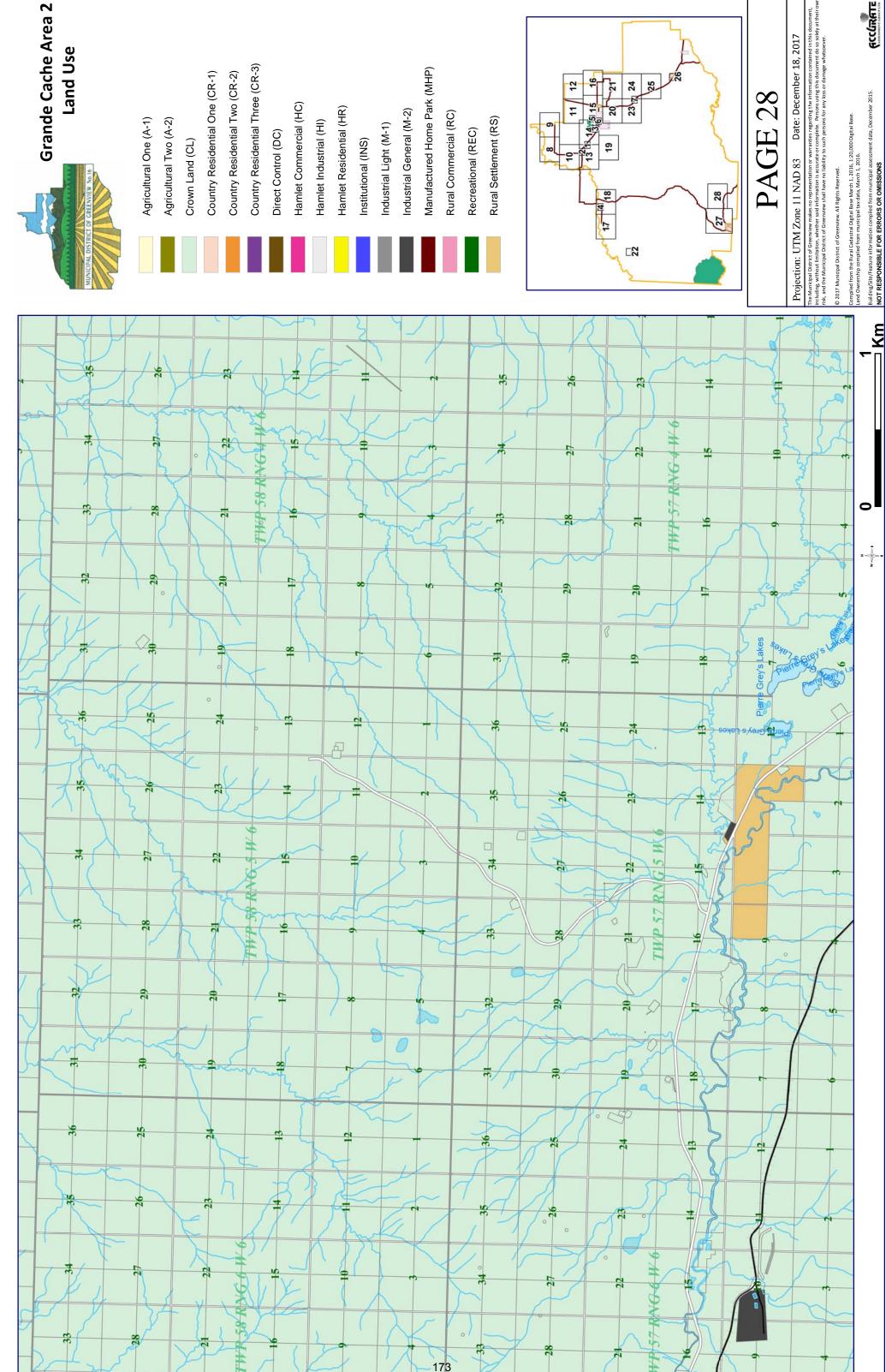


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Date: December 18, 2017 Projection: UTM Zone 11 NAD 83

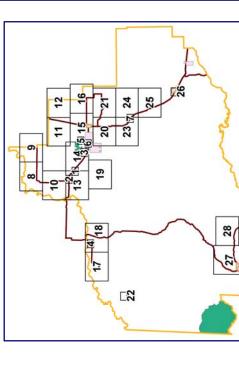
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Land Use



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Projection: UTM Zone 11 NAD 83 Date: December 18, 2017

Compiled from the Rural Cadastral Digital Base March 1, 2016, 1:20,000 Digital Base. and Ownership compiled from municipal tax data, March 1, 2016.

A Bylaw of the Municipal District of Greenview No. 16, in the Province of Alberta, to repeal 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:
 That the "Land Use Bylaw" dated, 2018 attached hereto is hereby adopted as the "Land Use Bylaw of the Municipal District of Greenview No. 16" That this bylaw shall come into effect upon the date of final passing thereof.
This Bylaw shall come into force and effect upon the day of final passing.
Read a first time this 27th day of June, A.D., 2017.
Read a second time this day of, A.D., 2018.
Read a third time and passed this day of, A.D., 2018.
REEVE
CHIEF ADMINISTRATIVE OFFICER



SUBJECT: Greenview Veterinary Clinic Renovation Request

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION MEETING DATE: February 26, 2018 ACAO: DM MANAGER: QFB DEPARTMENT: AGRICULTURE GM: DM PRESENTER: QFB

STRATEGIC PLAN: Level of Service

RELEVANT LEGISLATION:

Provincial (cite) – N/A

Council Bylaw/Policy (cite) - N/A

RECOMMENDED ACTION:

MOTION: That Council authorize Administration to proceed with renovations to the Greenview Veterinary Clinic in the amount of \$10,000.00, with funds to come from Agricultural Services Budget.

MOTION: That Council authorize a transfer in the amount of \$10,000.00 from Contingency Reserve to Agricultural Services Budget.

BACKGROUND/PROPOSAL:

A letter was received from Greenview Veterinary Clinic on Aug 25, 2017 with a request for Greenview to fund clinic renovations in the upstairs of the facility to include an additional (third) bedroom with an approximate cost of \$9,366.00. The letter was drafted by Dr. JM. Pozniak and highlights information that the clinic is facing a shortage of full time veterinarians thereby leaving Dr. Pozniak to fill the void. The letter also states that Dr. Pozniak is willing to move his family to the living area in order to preserve his work-life balance, but the move would require that the living space has a third bedroom to accommodate his family.

The original motion from the Sept 12, 2017 meeting was tabled (Motion 17.09.348) until further information was available. Since that time Dr. Pozniak has assumed the lease for the clinic building, and equipment, from the previous tenant, and continues to provide veterinary service from the Greenview Veterinary Clinic.

Administration recommends that Council approve the proposed renovations to the Greenview Veterinary Clinic in order to accommodate Dr. Pozniak's family's needs.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council approving this recommendation will be that there will be an improvement to the upstairs living quarters in the Greenview Veterinary Clinic and veterinary services will be available.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. The disadvantage of approving this recommendation is that it is an unbudgeted funding request, and the funds if approved would have to be drawn from contingency reserve.

ALTERNATIVES CONSIDERED:

Alternative #1: Council may deny proceeding with the renovation to the living quarters in the Greenview Veterinary Clinic, however this alternative may result in the cessation or reduction of veterinary services available from the Greenview Veterinary Clinic.

FINANCIAL IMPLICATION:

Direct Costs: The direct cost of the renovation to the veterinary clinic will be \$10,000.00.

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

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

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Administration will contact Dr. Pozniak to convey Council's decision.

ATTACHMENT(S):

- Letter Received from Dr. Pozniak.
- Renovation RFQ from contractors.

Mr. Quentin Bochar Manager, Agricultural Services, Municipal District of Greenview 4806 - 36 Ave, Box 1079, Valleyview, Alberta, TOH 3NO Ph:780-5247621 Fax: 780-524-4307

Greetings Mr. Bochar,

The recent changes at Greenview Veterinary Services have made it necessary to investigate alternative options for managing and providing veterinary services in the Valleyview area. The departure of two full-time veterinarians in the Valleyview and High Prairie areas over the past several months mean that we are currently seeking 2-3 full-time mixed animal veterinarians. These positions have been posted since March/April of this year and have not garnered any interest.

As the remaining veterinarian in Valleyview, I, Dr. John-Michael (JM) Pozniak, am faced with the responsibility of providing the majority of the on-call services in the area in order to fulfill the contractual commitment involved in leasing the Greenview Veterinary Clinic facility. In partnering with Dr. Kevin Breker and his staff at the Peace River Veterinary Clinics, some assistance will be provided during peak call periods. However, in order to make this lifestyle more sustainable and bearable for myself and my family we are considering taking up residence in the upstairs living quarters at the clinic facility. This would facilitate more time with my family as well as make overnight and weekend call shifts more manageable by reducing my travel time considerably. The only other alternative being considered to preserve my work-life and family balance would be to move my position to the High Prairie Veterinary clinic and withdraw our services from the Greenview Veterinary Clinic until such time as additional associate veterinarians join our team.

One challenge that would need to be overcome in moving into the clinic residence is that there are only two bedrooms in the unit. My wife and I have an adolescent son and young daughter who we feel are of an age that they require their own space. Consequently, I have spoken with the maintenance staff of the MD of Greenview and obtained quotes from some local tradesman who would be able to erect some additional walls in the abundant open (and unused/wasted) space of the residence common area, thereby creating an additional bedroom. Currently, the most logical location for an additional bedroom would be the central north wall adjacent to the kitchen and encompassing one of the north-facing windows for use as an emergency egress. The addition of a bedroom to the residence would not only yield the short-term benefit of helping to maintain my position in Valleyview, but I believe it would also see long-term benefits to the functionality of the residence and clinic facility. I have attached the estimates for your consideration. I am asking that you and your staff consider allowing and funding this proposed renovation of the Greenview Veterinary Clinic residence. Thank-you for your time and consideration. I look forward to working with you to facilitate this proposal.

Sincerely,

Dr. IM Pozniak

Dr Morgail

Talon Electric Ltd.

Box 1631 Valleyview AB T0H 3N0 (780)524-9670 talonelectric@hotmail.com

Estimate



ADDRESS JM Pozniak

ESTIMATE # DATE

1207 07-08-2017

ACTIVITY	QTY	RATE	TAX	AMOUNT
Quote This Quote Includes: - Installation of fan and switch in bedroom renovationRemoval of ceiling fanconnection of switch and fan to existing circuit.	1	470.00	G	470.00
	SUBTO GST/HS	OTAL ST @ 5%		470.00 23.50
	TOTAL			\$493.50

Accepted By Accepted Date

Estimate

Rafter T Contracting Ltd.

Date:

August 23, 2017

Invoice #:

Expiration Date:

30-Nov-17

To:

JM Pozniak

Greenview Vet Clinic [Street Address]

jomipoz@hotmail.com

306-551-6089

Job Description	Payment Terms	
Add two walls to create additional bedroom	Due upon receipt	

Qty Description Unit Price Line Remove necessary drywall, install blocking for new walls, build and install new walls for 10'x11' room, install drywall and	Total .
· · ·	
mud/tape, prime and paint walls, install door, install trims and \$ baseboards, remove and replace exterior window with opening window for emergency egress	6,000.00
Materials for above work, list will be attached to email \$	2,450.00

 Subtotal
 \$ 8,450.00

 Sales Tax
 \$ 422.50

 Total
 \$ 8,872.50

This is an estimation on the goods named, subject to the conditions noted below:
This is only an estimation of labor and materials, Materials will be purchased and charged on an as needed basis and work will be billed out at the rate of \$45 per hour.

To accept this actimate islan here and return-

100 Company (100 Company Compa	manda seria terbesa da manda kemerandak da marandak da manda manda kemeranda da manda da manda manda manda man	The west holds and we of the to	Retail Cost	
	を表現しています。 1975年 - 19			
New Bedroom	2x4x8'	30	\$3.99	\$119.70
	1/2" x 10' Drywall	2	\$18.99	\$94.95
	1/2" x 8' Drywall	10	\$14.99	\$149.90
	All purpose drywall mud pail	m	\$39.99	\$119.97
	Primer	2	\$50.00	\$100.00
	Paint	4	\$55.00	\$220.00
	Trim and door paint	Н	\$55.00	\$55.00
	Casing x 12' (large profile)	10	\$12.00	\$120.00
	Door (36" inerior 6 panel)	ᆏ	\$104.95	\$104.95
	Window with Brickmold	ᆏ	\$855.00	\$855.00
	Paint and drywall supplies		\$50.00	\$100.00
	Scaffold Rental by the week	 	\$65.20	\$65.20
	Subtotal			\$2,104.67
	Unexpected Costs (add 15% estimated)			\$315.70
	Subtotal			\$2,420.37
	GST		\$	121.02
	Total			\$2.541.39



SUBJECT: Sale/Auction of Property in Ridgevalley Area for Aggregate

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION MEETING DATE: February 26, 2018 CAO: MH MANAGER: GM DEPARTMENT: OPERATIONS GM: GG PRESENTER: GM

STRATEGIC PLAN: Infrastructure

RELEVANT LEGISLATION:

Provincial (cite) – N/A

Council Bylaw/Policy (cite) - N/A

RECOMMENDED ACTION:

MOTION: That Council accept for information, the auctioning of property located at E ½ 27-69-26-W5M in the Ridgevalley area, formally known as the Eben Rock gravel pit for the purpose of aggregate extraction.

BACKGROUND/PROPOSAL:

The North/East corner of this land was utilized by Eben Rock Products Ltd over the past two years as a gravel extraction/aggregate business. The property owner has decided to auction the land off for the purpose of pitrun material extraction to be utilized in the production of aggregates.

Administration has data explaining details of the test holes and their suggested estimated quantities of 5,192,000 m3 which does not include a calculation of the amount of overburden that is in place.

Based on the test holes received, WSP was given direction to review the data of a specific area that would be economical to mine. The estimated quantity that WSP came up with was 250,000 m3 of aggregate and 126,425 m3 of overburden.

The purpose of this information is to inform Council that the land was for sale. Administration feels that to remove the abundance of overburden to extract and crush the raw material as per the data that was reviewed, will not provide Greenview with a cost effective product.

The Auction is March 15, 2018 with an asking price of \$2,500,000 with Vendor Take Back (VTB) payable in two annual payments of \$500,000. The auction will be based on the VTB and will increase in \$100,000 segments. If the final bid increases the VTB by \$500,000 then the annual payments will be extended over three years and the total purchase price for these two properties will be \$4,000,000.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of accepting for information as presented was to inform Council that the mentioned property will be auctioned off.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. The disadvantages if Council decides to participate in the auction is felt that we would be purchasing land with poor materials and expensive extraction costs.

ALTERNATIVES CONSIDERED:

Alternative #1: There are no other alternatives to this recommended motion.

FINANCIAL IMPLICATION:

If Council decides to participate in the auction, the final price is unknown but could range from \$3,500,000 upwards of \$10,000,000. Additional costs would include the upgrade of Spring Creek Road (RR262) and repaying RR260 running north towards the Hamlet of Ridgevalley.

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

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

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

None

ATTACHMENT(S):

- Map depicting WSP calculations.
- Area photo





SUBJECT: 2019 Budget Presentations to Council

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION

GM: RO

PRESENTER: RO

MEETING DATE: February 26, 2018 CAO: MH MANAGER:

STRATEGIC PLAN: Level of Service

FINANCE

RELEVANT LEGISLATION:

Provincial (cite) – N/A

DEPARTMENT:

Council Bylaw/Policy (cite) - N/A

RECOMMENDED ACTION:

MOTION: That Council direct Administration to present consolidated, departmental, Capital and Operational Budgets to Council over a period of seven (7) consecutive meetings, starting with the annual September Committee of the Whole meetings.

BACKGROUND/PROPOSAL:

Administration is concerned with the expressions of dissatisfaction from Council members regarding the volume of information that is shared with Council over a period of two to three days during Budget presentations, so Administration is proposing a change in the Budget process.

Administration's goal is to have the 2019 Consolidated Budget approved by Council not later than December 10th, 2018. With this in mind, Administration has prepared a tentative budget presentation schedule in alternative #1.

Administration is proposing to present a consolidated, departmental, <u>Capital and Operational Budget</u> to Council over a period of seven (7) consecutive meetings, starting with the September 17th Committee of the Whole meeting and continuing up to the November 26th Regular Council meeting. The process will be similar to the Council Orientation Presentations that were implemented following the 2017 General Council Election. The tentative schedule will take about a half day to accomplish, approximately 4 hours. This option has been discussed with the managers and it is Administration's preferred option due to the process providing Council with sufficient opportunity to absorb the information and to provide valued input into the budget.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is that the planned schedule will provide more time to review and absorb the budget information. As well as consideration of Councillors' time.

DISADVANTAGES OF THE RECOMMENDED ACTION:

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

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to have Administration present a combined departmental <u>Capital and Operational Budget</u> to Council over a period of seven (7) consecutive meetings, starting with the September 17th Committee of the Whole meeting and continuing up to the November 26th Regular Council meeting. The tentative schedule will take about half a day to accomplish. The following is the tentative plan:

- Sept. 17 Committee of the Whole Meeting CAO & Corporate Services
- Sept. 24 Regular Council Meeting I & P Administration, Facility Maintenance and Planning & Development
- Oct. 9 Regular Council Meeting Recreational Services and Economic Development
- Oct. 15 Committee of the Whole Meeting Protective Services, Agricultural Services and Community Services
- Oct. 22 Regular Council Meeting FCSS and Construction
- Nov. 13 Regular Council Meeting Operations/Roads Maintenance
- Nov. 26 Regular Council Meeting Environmental Services
- Dec. 10 Final Greenview Consolidated Budget presentation and approval

Alternative #2: Council has the alternative to follow the same format as in the past but increase the number of days for each presentation from three (3) to five (5) days. Thus the budget presentation would entail 10 days of presentations in all, however Administration does not recommend this option due to the need for Councillors to be in attendance at budget presentations and this would take up two (2) weeks of time from Councillors' schedules. This may create undue hardship for Councillors.

Alternative #3: Council has the alternative to continue with the current format of managers presenting the 10Y Capital Plan to Council on September 18th, 19th & 20th and the Operational Budget being presented to Council on Nov. 27th, 28th & 29th. However, Administration does not recommend this option due to the volume of information that is being presented and the struggle for Council to feel confident in approving the budget.

FINANCIAL IMPLICATION:

There are no financial implications to the recommended motion.

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

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

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Administration will provide a revised schedule to the stakeholders for Budget presentation.

ATTACHMENT(S):

• None



SUBJECT: Grande Cache Cooperatives Meetings

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION

MEETING DATE: February 26, 2018 CAO: MH MANAGER:

DEPARTMENT: CAO SERVICES GM: PRESENTER: MH

STRATEGIC PLAN: Level of Service

RELEVANT LEGISLATION:

Provincial (cite) - NA

Council Bylaw/Policy (cite) - NA

RECOMMENDED ACTION:

MOTION: That Council accept the report on the Grande Cache Cooperatives Meeting for information, as presented.

BACKGROUND/PROPOSAL:

This report seeks to make Council aware that Councillor Delorme has initiated regular meetings with leaders from the Cooperatives. It is intended that there will be several throughout the year and Greenview is hosting (providing a venue and meal), so a small cost is being incurred.

The intent of this item is simply for information to make all of Council aware that this is taking place as this is not something that is done in other wards. Something similar to this has been done in the past, but has been defunct for many years. The Grande Cache ward is a unique dynamic and I believe that Greenview is already seeing benefit from this in our engagement with the Grande Cache communities. As such, Administration is supportive of this initiative.

BENEFITS OF THE RECOMMENDED ACTION:

1. NA

DISADVANTAGES OF THE RECOMMENDED ACTION:

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

ALTERNATIVES CONSIDERED:

Alternative #1: NA

Alternative #2: NA

FINANCIAL IMPLICATION:

Direct Costs: Meals several times per year.

STAFFING IMPLICATION:
There are no staffing implications to the recommended motion.
PUBLIC ENGAGEMENT LEVEL:
Greenview has adopted the IAP2 Framework for public consultation.
INCREASING LEVEL OF PUBLIC IMPACT Inform
<u>PUBLIC PARTICIPATION GOAL</u> Inform - To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.
PROMISE TO THE PUBLIC
Inform - We will keep you informed.
FOLLOW UP ACTIONS:
There are no follow up actions to the recommended motion.
ATTACHMENT(S):

Ongoing / Future Costs: NA

None



SUBJECT: South Peace Regional Archives Funding Request

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION

MEETING DATE: February 26, 2018 ACAO: DM MANAGER:

DEPARTMENT: COMMUNITY SERVICES GM: DM PRESENTER: DM

STRATEGIC PLAN:

RELEVANT LEGISLATION:

Provincial (cite) - N/A

Council Bylaw/Policy (cite) - N/A

RECOMMENDED ACTION:

MOTION: That Council approve an operating grant in the amount of \$6,000.00 payable to the South Peace Regional Archives to assist in reducing the organization's 2018 projected operating deficit, with funds to come from the Community Service Miscellaneous Grant.

BACKGROUND/PROPOSAL:

The South Peace Regional Archives made a presentation at the February 12, 2018 Council Meeting to request operational grant funding in the amount of \$6,000.00 to assist in reducing the 2018 projected operating deficit.

The projected deficit of \$51,850.00 in 2018 is a result of the Cultural and Heritage Department reinstating previously waived utility expenses at the Archives current site.

The Archives is requesting a total of \$27,050.00 from the four municipal partners for the 2018 fiscal year in order to cover additional relocation and utility expenses. Supplementary contributions for 2018 have been determined based on relative annual funding, with the Municipal District of Greenview currently contributing 22% of the Archive's operating funds.

Administration recommends approving the additional operation grant funding request to assist in reducing the Archive's 2018 projected operational deficit.

The Community Services Miscellaneous Grant has a balance of \$309,016.57 as of February 25, 2018.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of approving the operating grant to the South Peace Regional Archives is that it will assist them in reducing the 2018 projected operational deficit.

DISADVANTAGES OF THE RECOMMENDED ACTION:

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

ALTERNATIVES CONSIDERED:

Alternative #1: There is no alternative to the recommended motion.

FINANCIAL IMPLICATION:

Direct Costs: The direct cost of the recommended motion is \$6,000.00.

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

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

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Administration will inform the South Peace Regional Archive accordingly with Council's decision.

ATTACHMENT(S):

South Peace Regional Archive Request for Additional Operating Funds

Teresa Marin

Subject:

FW: South Peace Regional Archives: Request for Additional Funds

From: Alyssa Currie < director@southpeacearchives.org >

Date: February 16, 2018 at 1:46:03 PM MST **To:** <a href="mailto: dennis.mueller@mdgreenview.ab.ca>

Subject: South Peace Regional Archives: Request for Additional Funds

Good Evening,

My name is Alyssa Currie and I am writing you on behalf of the South Peace Regional Archives. I wanted to take this time to sincerely thank the Council of MD Greenview for hearing the Archives' request for additional funds at the Council meeting this week. As requested, I have attached a formal written request for funds in this email.

In January 2018, the Archives Society Board voted in favor of renting off-site office space to meet the Archives' urgent need for storage and processing space. Our organization has signed a lease for 540 square feet that will meet these needs while the Board explores long-term solutions. After this approval, the Archives was informed that the Culture and Heritage department is reinstating previously waived utilities expenses for our current site. These expenses will contribute to a projected financial deficit of \$51,850 in 2018.

The Archives is requesting a total of \$27,050 from our four municipal partners for the 2018 fiscal year in order to cover additional relocation and utility expenses. Supplementary contributions for 2018 have been determined based on relative annual funding, with the Municipal District of Greenview currently contributing 22% of the Archives operating funds.

Please let me know if there is any additional information I can provide that may influence the Council's decision to approve funding.

Wishing you the best,

Alyssa Currie

Executive Director
<image001.jpg>
http://southpeacearchives.org/
P: 780-830-5105

10329 101 Ave Box 687 Grande Prairie, AB T8V 3A8

<Request for additional funds Feb 2018.pdf>



SUBJECT: Revised Policy 4004 "Equipment Contractor Registry"

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION

MEETING DATE: February 26, 2018 CAO: MANAGER:

DEPARTMENT: INFRASTRUCTURE & PLANNING GM: GG PRESENTER: GG

STRATEGIC PLAN: Level of Service

RELEVANT LEGISLATION:

Provincial (cite) N/A

Council Bylaw/Policy (cite) – Policy 4004 Equipment Contractor Registry

RECOMMENDED ACTION:

MOTION: That the Council approve Policy 4004 "Equipment Contractor Registry" with the suggested modifications listed as Change 1 and Change 2 in the Background as presented.

BACKGROUND/PROPOSAL:

During the February 12th Council meeting Council approved a tabling Motion 18.02.79 "pending a meeting of Council, Administration and Contractors regarding the Equipment Contractor Registry".

This meeting did not take place, as these concerns had been address through the local Councillor.

Policy 4004 governs the rates paid to contractors for day labour works. The policy identifies the rates as being in accordance with the ARHCA Rate Guide (2015). Tying rates to a specific year in the guide allows for Greenview to provided stable rates to contractors year over year.

The policy was first reviewed and approved by Council April 11, 2017. With the policy in place for 9 months, Administration has been able to assess the policy, and as such, Administration is updating the policy to ensure that the policy is consistent with further Council direction, with the packages provided to contractors, and with the processes currently practiced by administration.

The definition of EOIP (expression of interest package) was added. The word "attachments" was added to provision one to provide greater clarity for compensation for both equipment and attachments under the ARHCA Guide. Provision three was removed as it was vague and its meaning unclear. "When logistically and financially sound to do so," was removed from the new provision 3, as the intent of the policy, as per council direction, is for preference to be given to Greenview residents. Provision 4 clarifies that equipment and attachments will <u>only</u> be paid when in use. Provision 5 has been re-worded to ensure clarity that only complete EOIPs will be accepted. Greenview's gravel haul rates are not necessarily reflective of regional prices, as such, provision 6 was reworded to allow for periodical review and adjustment of gravel haul rates subject to CAO approval.

Provision 1 of the procedures was reworded to allow for additional clarity that Administration will periodically review equipment rates, and adjust them with CAO approval. Provision 6 was added under procedures to outline the lists for hiring equipment, giving preference to individuals whose residence is within Greenview, followed by those that are residents of the three towns, lastly by those whose residential address is outside of Greenview, as per Council direction. Provisions 14 and 15 were added to provide additional clarity for the expectations of Greenview on contractors that are hired for day labour, as well as outlining Greenview's rights regarding releasing contractors or pieces of equipment under the outlined circumstances.

Administration recently held information sessions for contractors interested in filling out an Expression of Interest Package (EOIP). Through this process the overwhelming majority of contractors requested that Greenview consider consolidating List 2 with List 1.

Administration can conclude that there are four (4) contractors at this time that would move into list one (1). During the Policy Review Committee this change was discussed, with the uncertainty of how List 1 contractors would react to this change.

Change 1

If Council is in favour of combining List 1 and List 2, administration will make the necessary adjustment and notify all contractors that are listed in the 2018 EOI book.

It has come to Administration's attention that some contractors are not in good standing with Greenview (have unpaid taxes). It was not discussed during the Policy review Committee; however, Administration is recommending that the following clause also be included in the revised policy:

Change 2

"That all contractors be in good standings with the Municipal District of Greenview" prior to approval of final acceptance of their EOIP" and/or" being hired after their EOIP has been accepted."

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of the recommended action is consistency between Council direction and the policy, as well as between the policy and the Expression of Interest Packages (EOIP) distributed to contractors.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. The PRC may propose changes to the Policy prior to recommending it to Council for approval.

ALTERNATIVES CONSIDERED:

Alternative #1: Council may choose to alter or revise the Policy.

FINANCIAL IMPLICATION:

There are no financial implications to the recommended motion.

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

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

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Administration will notify all approved contactors of any changes that directly affect them.

ATTACHMENT(S):

- Policy 4004 Equipment Contractor Registry (Revised)
- Policy 4004 Equipment Contractor Registry (Current)

Title: Equipment Contractors Registry

Policy No: 4004

Effective Date: April 11, 2017

Motion Number: 17.04.145

Supersedes Policy No: OP 07 &

PW 10

MUNICIPAL DISTRICT OF GREENVIEW NO. 16

"A Great Place to Live, Work and Play"

Purpose: For the Municipal District of Greenview (Greenview) to compile a Registry of interested Equipment Contractors, Gravel Haulers, Operators and Labourers (Equipment Contractors) available for casual work with Greenview at the rates specified by Greenview.

1

DEFINITIONS

ARHCA – Alberta Road Builders and Heavy Construction Association's Equipment Rental Rates Guide & Membership Roster

Current – as per ARCHA, defines a model which was or is available as a new machine in the current or previous three (3) year(s)

Non-Current – as per ARCHA, is a model which is no longer current, but is commonly found on sites in Alberta doing production work

Previous – as per ARCHA, is older equipment that is generally no longer used for high production work

POLICY

- 1. All equipment related definitions and rates can be found in the 2015 ARHCA Rate Guide.
- 2. Greenview will compile an annual list of Equipment Contractors with Current and Non-Current equipment who are interested in performing work for and within Greenview.
- 3. Greenview will have the option to accept and include Expressions of Interest for Previous equipment, if and when required.
- 4. When logistically and financially sound to do so, Equipment Contractors based within Greenview will be given preference with respect to hiring practices.
- 5. Equipment attachments will be paid, when in use, at the rates specified in the 2015 ARHCA Rate Guide based on the equipment percentage rates set in this policy.
- 6. Equipment Contractors will submit completed Expression of Interest packages, agreeing to the financial and working terms and conditions set forth by Greenview.

- 7. Greenview Administration will review and adjust all Gravel Haul rates, as needed, subject to Council's approval, to reflect regional prices.
- 8. Administration will be permitted to adjust rates, as needed for high-demand equipment up to the full ARCHA rate, with CAO approval.

PROCEDURE

- Greenview Administration will review and adjust all Current and Non-Current equipment and truck rates, as needed, subject to Council's approval, to reflect a percentage of 2015 ARHCA Rate Guide.
- 2. As per the 2015 ARHCA Rate Guide definitions and rates, Greenview will advertise in a variety of local media for all "Current" and "Non-Current" equipment required at a rate of 89%, for maintenance motor graders, which will be 75%.
- 3. Greenview will have the option to accept and include Expressions of Interest for Previous equipment if and when required.
- 4. Interested Equipment Contractors will be instructed to contact Greenview regarding when, where and how they can pick up and submit their Expression of Interest packages which will specify the aforementioned rates as well as outline the financial and working terms and conditions set forth by Greenview.
- 5. Submissions must be sealed and post marked prior to the advertised Expression of Interest closing date.
- 6. Greenview reserves the right to disqualify incomplete Expressions of Interest.
- 7. The following considerations will be applied when hiring Equipment Contractors:
 - future availability, past work history with Greenview along with the cooperative record of the Equipment Contractors making equipment available to Greenview in times of need or difficult situations;
 - the experience of the operator as well as the suitability and condition of equipment;
 - the amount of hourly work the Equipment Contractors has received or is expected to receive from Greenview;
 - the location of the equipment in relation to the work site.
- 8. Upon opening of Expressions of Interest, Greenview will ensure that all Equipment Contractors have:
 - a) Supplied proof of a minimum \$2,000,000.00 in liability insurance;
 - b) Supplied proof of Workers Compensation Coverage; and
 - c) Signed a Contractor's Safety Rule Book.
- 9. Equipment Contractors are expected to prioritize the scheduling of their workloads in the best interest of Greenview.
- 10. Equipment Contractors are required to complete a Mandatory Greenview Safety Orientation as well as a Site Hazard Assessment prior to starting the project.
- 11. All Safety-related Incidents must be reported to the Greenview Project Supervisor.

12.	Greenview reserves the right to terminate Equipment Contractors from projects for poor
	performance as well as non-compliance with any policies and/or legislation set forth in the
	Expression of Interest package.

13. Greenview reserves the right to remove a contractor from the registry based on past performance or conduct of the Equipment Contractor.

Title: Equipment Contractors Registry

Policy No: 4004

Effective Date: April 11, 2017

Motion Number: 17.04.146

Supersedes Policy No: OP 07 &

PW 10

Review Date:



MUNICIPAL DISTRICT OF GREENVIEW NO. 16

"A Great Place to Live, Work and Play"

Purpose: For the Municipal District of Greenview (Greenview) to compile a Registry of interested Equipment Contractors, Gravel Haulers, Operators and Labourers (Equipment Contractors)

available for casual work with Greenview at the rates specified by Greenview.

DEFINITIONS

ARHCA means Alberta Road Builders and Heavy Construction Association's Equipment Rental Rates Guide & Membership Roster.

Current means a model which was or is available as a new machine in the current or previous three (3) year(s), as per ARHCA.

Non-Current means a model which is no longer current, but is commonly found on sites in Alberta doing production work, as per ARHCA.

Previous means older equipment that is generally no longer used for high production work, as per ARHCA.

EOIP means Expression of Interest package

POLICY

- 1. All equipment/attachments related definitions and rates can be found in the 2015 ARHCA Rate Guide.
- 2. Greenview will compile an annual list of Equipment Contractors with Current and Non-Current equipment who are interested in performing work for and within Greenview.
- 3. Equipment Contractors based within Greenview will be given preference with respect to hiring practices.
- 4. Equipment/attachments will be paid, only when in use, at the rates specified in the 2015 ARHCA Rate Guide based on the equipment percentage rates set in this policy.
- 5. Greenview will only accept fully completed EOIPs, agreeing to the financial and working terms and conditions set forth by Greenview.

- 6. Greenview Administration may increase and adjust all Gravel Haul rates, when required with CAO approval.
- 7. Greenview Administration will be permitted to adjust rates, as needed for high-demand equipment up to the full ARCHA rate, with CAO approval.

PROCEDURE

- Greenview Administration will review and adjust all Current and Non-Current equipment and truck rates, when required with CAO approval, to reflect a percentage of 2015 ARHCA Rate Guide.
- 2. As per the 2015 ARHCA Rate Guide definitions and rates, Greenview will advertise in a variety of local media for all "Current" and "Non-Current" equipment at a rate of 89%, for maintenance motor graders at a rate of 75%.
- Interested Equipment Contractors will be instructed to contact Greenview regarding when, where and how they can pick up and submit their EOIP-which will specify the aforementioned rates as well as outline the financial and working terms and conditions set forth by Greenview.
- 4. Submissions must be sealed and post marked prior to the advertised EOIP closing date.
- 5. Greenview reserves the right to disqualify any incomplete EOIP.
- 6. Contractors hired by the Greenview will be hired in the order listed below: When equipment from List 1 is no longer available to hire, Greenview will proceed to hire from List 2. When equipment is no longer available in List 1 & 2, Greenview will proceed to hire from list 3.
 - **List 1** contractor owner's residential address that are located within the Municipal District of Greenview No. 16.
 - **List 2** contractor owner's residential address that are located within the Town of Grande Cache, Town of Fox Creek, Town of Valleyview and Sturgeon Lake Cree Nation.
 - **List 3** contractor owner's residential address that are located outside of the Municipal District of Greenview No. 16.
- 7. There is an approximate 20 day cap on equipment hired by Greenview.
- 8. Upon opening of the EOIP, Greenview will ensure that all Equipment Contractors have:
 - a) Supplied proof of a minimum \$2,000,000.00 in liability insurance;
 - b) Supplied proof of Workers Compensation Number; and
 - c) Signed a Contractor's Safety Rule Book.
- 9. Equipment Contractors are expected to prioritize the scheduling of their workloads in the best interest of Greenview.
- 10. Equipment Contractors are required to complete a Mandatory Greenview Safety Orientation as well as a Site Hazard Assessment prior to starting a project.

- 11. All Safety-related Incidents must be reported to the project supervisor appointed by Greenview.
- 12. Greenview reserves the right to terminate Equipment Contractors from projects for poor performance as well as non-compliance with any policies and/or legislation set forth in the EOIP.
- 13. Greenview reserves the right to remove a contractor from the registry based on past performance or conduct of the Equipment Contractor.
- 14. The following considerations may apply when hiring Equipment Contractors: past performance, operator experience/quality of work, reliability of equipment, safety record.
- 15. Greenview reserves the right to release any operator and/or equipment due to abuse, harassment and/or belligerent behaviour.



SUBJECT: 2018 Light Truck Tender Award

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION MEETING DATE: February 26, 2018 CAO: MH MANAGER: GM DEPARTMENT: OPERATIONS GM: GG PRESENTER: GM

STRATEGIC PLAN: Infrastructure

RELEVANT LEGISLATION:

Provincial (cite) – N/A

Council Bylaw/Policy (cite) – Policy 4006 – Equipment and Vehicle Replacement

RECOMMENDED ACTION:

MOTION: That Council award Windsor Ford of Grande Prairie, Alberta the 2018 Light Truck Tender in the amount of \$761,442.91 for the purchase of 16 vehicles.

BACKGROUND/PROPOSAL:

Greenview Operation Department advertised the 2018 Light Truck Tender on Alberta Purchasing Connection (APC) with a closing date of February 5, 2018. Greenview received three (3) tenders, two of which were non-compliant, leaving Windsor Ford the only compliant bid.

The following vehicles that were approved in the 2018 Capital Budget are as follows:

4-1/2 ton extended cab

7-1/2 crew cab

3-3/4 ton crew cab

1-1 ton

1-SUV

Light Truck Tender Results

Company	Cost	5 Year	Year	Total Cost	Delivery	Comments
		Extended			Date	
		Warranty				
Marlborough Ford	\$722,573.50	Х	2018	х	60-90 days	Bid was e-mailed and
(Non-Compliant)						the package came in
Incomplete Bid						24hrs late. No cost
						put in for 5 extended
						year warranty.
Windsor Ford	\$730,597.91	\$30,845	2018	\$761,442.91	8-10 weeks	*Awarded upon
						Council approval

Ken Sargent GMC	\$754,156.58	Х	2018	х	3-4 months	No cost put in for 5
(Non-Compliant)						extended year
Incomplete Bid						warranty.

^{*}Total amount budgeted for these trucks in the Approved 2018 Capital Budget - \$790,000.00

BENEFITS OF THE RECOMMENDED ACTION:

The benefit of the recommendation will allow the light truck order to be filled with 2018 models.

DISADVANTAGES OF THE RECOMMENDED ACTION:

There are no perceived disadvantages to the recommended motion.

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to delay or reject the recommended motion, however Administration does not recommend this as there is a possibility of price per unit increase as well as additional four weeks delay on deliver.

FINANCIAL IMPLICATION:

Direct Costs: \$761,442.91 to be divided amongst various departments from their 2018 Capital Budgets.

Ongoing / Future Costs: Regular maintenance.

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

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

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

- Notify Windsor Ford upon approval.
- Administration will notify Council through the Managers Report when the vehicles have arrived.

ATTACHMENT(S)

None.



SUBJECT: Transitional Hybrid Assessment Contract for Centralized Industrial Property

Assessment

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION MEETING DATE: February 26, 2018 CAO: MANAGER: DD DEPARTMENT: CORPORATE SERVICES GM: RO PRESENTER: RO

STRATEGIC PLAN: Intergovernmental Relations

RELEVANT LEGISLATION:

Provincial (cite) – MGA Sections 284 (1) (f.01) and 21 (a) (ii)

Council Bylaw/Policy (cite) - N/A

RECOMMENDED ACTION:

MOTION: That Council approve Administration entering into the attached Hybrid Assessment Contract for Centralized Industrial Property Assessment with Alberta Municipal Affairs.

BACKGROUND/PROPOSAL:

Municipal Affairs informed municipalities that the department would take over the responsibility of providing assessment services for the Designated Industrial Properties (DIP). The provincial department has been working out the logistics of this responsibility over the last year or so. Administration has received the proposed Centralized Designated Industrial Property Assessment contract from Municipal Affairs. The contract is required to be signed and returned to Municipal Affairs by February 28, 2018. If the contract isn't signed and returned to Municipal Affairs, <u>Greenview's DIP assessments will be integrated within Municipal Affairs and Greenview will not be included in the Hybrid contract model</u>. It is Administration's recommendation that Council ensure that Greenview is included in the Hybrid contract model to allow for further negotiation of the contract. The term of the contract is from January 2018 to December 31, 2020.

Administration reviewed the contract and has no concerns with its contents. Due to some municipalities expressing concerns with the contract, Administration reviewed their list of concerns, Greenview Administration has commented on each of the concerns in the list supplied to Greenview, and remain convinced that there are no concerns for Greenview with this contract. Administration's confidence is based on the three (3) year assessment contract with Accurate Assessment Group (AAG), their accredited assessors. Greenview can meet the requirements within the contract.

The highlights of the contract include:

- Greenview being able to designate the Municipal Appointed Assessor to act on behalf of the Provincial Assessor for Greenview.
- Greenview will be compensated for the services provided to Municipal Affairs under this contract.

- Greenview will have an opportunity to revisit the compensation model within the contract at the end of the first year.
- Each party has the right, with six (6) months' notice, to terminate the contract.

AAG will continue to provide assessment services to Greenview, however, the Designated Industrial Properties assessments prepared by AAG will be done on behalf of the Provincial Assessor. Since Troy Birtles with Accurate Assessment Group is Greenview's appointed assessor, he will act on behalf of the Provincial Assessor for Greenview.

Under the contract, while Greenview will store the DIP assessment information in house, the Provincial Assessor will have ownership over all DIP information and has the option to request that Greenview deliver all such information to the province upon termination of the contract.

Although there is an expected fee of \$425,000.00 for this service provided by AAG, the expense will be reimbursed to Greenview by Municipal Affairs.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is to ensure that the municipality is following the directions of the Provincial Government and to ensure that Greenview is included in the Hybrid contract model.

DISADVANTAGES OF THE RECOMMENDED ACTION:

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

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to opt out of the Hybrid contract model. However this is not recommended due to opting out will cause Municipal Affairs to integrate Greenview's DIP assessment within Municipal Affairs and Greenview will not have an opportunity to renegotiate the terms of the contract at the end of 2018.

FINANCIAL IMPLICATION:

There are no financial implications to the recommended motion.

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

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

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Following Council's decision to approve the DIP contract, Administration will gather the necessary signatures and forward a signed copy of the contract to Municipal Affairs.

ATTACHMENT(S):

- GOA Municipal Hybrid DI Property Assessment Contract
- Delegation of Authority signed by the appointed assessor.
- Weighing DIP Contract with Administration's comments

CONTRACT NUMBER:		
THIS CONTRACT MADE EFFECTIVE THE	DAY OF	,_2018
BETWEEN:		

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA,

as represented by the Minister of Municipal Affairs (the "**Province**")

- and -

MD of Greenview No. 16
Municipality (Contractor)
(the "Contractor")

BACKGROUND

The provincial assessor requires services to be provided and materials delivered related to the assessment of Designated Industrial Properties (DI Properties) and associated undertakings including defense of appeals and the Contractor agrees to provide these services and materials.

Therefore the parties agree as follows:

DEFINITIONS

1. In this Contract:

- (a) "Assessment Area" means the geographic location in which the Contractor is responsible for preparing DI Property assessments as set out in Schedule A;
- (b) "Business Day" means 8:15 am to 4:30 pm in Alberta from Monday through Friday excluding holidays observed by the Province;
- (c) "Contract" means this document, Schedules A, B, C, and D;
- (d) "DI Property" means designated industrial property, as defined in section 284(1)(f.01) of the *Municipal Government Act* as amended by section 21(a)(ii) of the *Modernized Municipal Government Act*), but for the purpose of this contract, does not include linear property;
- (e) Municipal Assessor" means the individual appointed through municipal bylaw or resolution to be the Municipal Assessor described in Schedule C;
- (f) "Effective Date" means the date first above written;

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- (g) "FOIP Act" means the *Freedom of Information and Protection of Privacy Act* (Alberta), as amended from time to time;
- (h) "Major Plants" means the DI Properties listed in the Alberta Machinery and Equipment Assessment Minister's Guidelines.
- (i) "Materials" means any work, information, records or materials, regardless of form, which are made, generated, produced or acquired by the Contractor or its employees, subcontractors or agents in the course of performing the Services;
- (j) "Municipality" has the meaning given in the Municipal Government Act, Section (1)(s)
- (k) "Personal Information" means personal information as defined in the FOIP Act;
- (l) "provincial assessor" means the person designated to be the provincial assessor under section 284.1 of the *Municipal Government Act*;
- (m) "Services" means the work, duties, functions, and deliverables described in Schedule A;
- (n) "RFI" means a request for information prepared by an Appointed Assessor and sent to an assessed person;
- (o) "Tax Year" means each calendar year during the term of this contract;
- (p) "Term" means the contract period specified in clause 2.

TERM OF CONTRACT

- 2. This Contract shall be effective from January 1, 2018 to December 31, 2020, unless terminated in accordance with this Contract and may be extended for up to two, one-year terms.
- 3. Either party in this contract may request in writing a one-time review of the terms in Schedule A and Schedule D only, such request must be received by December 1, 2018. The timeframe for the review period shall be January 1, 2019 to February 28, 2019. No further reviews or amendments will be considered for the balance of the term of the contract unless agreed to by both parties.

PERFORMANCE OF SERVICES

4. The Contractor agrees to perform the Services in accordance with the provisions of this Contract and follow any directions from the provincial assessor regarding the performance of the Services. The Contractor represents and warrants that it will have on staff (or under contract) an assessor with the qualifications and expertise to fully perform the Services within the timelines required.

PAYMENT

- 5. The provincial assessor agrees to pay the Contractor a sum in compliance with schedule D in (Canadian funds) to perform the Services.
 - (a) The Contractor shall be paid:
 - i. the rates specified in Schedule D for completion of the Services in accordance with this Contract;
 - ii. for pre-approved additional expenses actually incurred by the Contractor in performance of Services as set out in Schedule D; and
 - iii. upon submitting an invoice and other supporting documentation required by the provincial assessor describing the Services for which payment is claimed.
 - (b) The provincial assessor shall pay the Contractor within 30 days of receipt of an invoice provided the requirements of clause 4(a) have been met.
 - (c) The provincial assessor represents and warrants that, as the purchaser of the Services provided under this Contract, no amount payable under this Contract is subject to the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) under Part IX of the *Excise Tax Act* (Canada) as amended. The Government of Alberta's GST Registration Number is 1240 72513 RT0001.
- 6. Where necessary, the provincial assessor may order the re-execution of any Services or Materials which are not performed in accordance with the provisions of this Contract, in which case the Contractor shall re-execute the Services or Materials at the Contractor's expense in accordance with this Contract.

RECORDS AND REPORTING

- 7. The Contractor shall:
 - (a) keep and maintain in accordance with Canadian generally accepted accounting principles complete and accurate accounting books, accounting records and accounts relating to this Contract and, on demand, provide to the provincial assessor these documents to examine, audit and make copies and take extracts; and
 - (b) keep the documents referred to in clause 7(a) for three years following the completion or termination of this Contract.
- 8. The Contractor shall submit to the provincial assessor, a copy of any written report on DI property:
 - (a) any time the municipal assessor sends such reports to the municipal administration in accordance with (Delegation of Authority).
 - (b) upon request by the provincial assessor. In this case, such reports will include information on:

- i. the services completed during that reporting period;
- ii. the time schedule for those portions which are not completed; and
- iii. any other information requested by the provincial assessor in relation to the completion of this Contract.

NON-ASSIGNABILITY AND SUBCONTRACTING

9.

- (a) The Contractor shall not:
 - i. assign or otherwise dispose of any of its rights, obligations or interests in this Contract; or
 - ii. subcontract the Services (other than as specified in Schedule C)

without the prior written consent of the provincial assessor. The response from the provincial assessor shall be supplied within 30 days of the request, and will not be unreasonably withheld.

- (b) When the Contractor retains any subcontractor(s) in connection with performance of the Services, the Contractor shall:
 - i. be responsible for remunerating the subcontractor(s);
 - ii. be responsible for the performance and activities of the subcontractor(s); and
 - iii. contractually obligate the subcontractor(s) to take action, or refrain from taking action, as necessary to enable the Contractor to fulfill its obligations under this Contract.

PERSONNEL REPLACEMENT

10.

(a) The Contractor shall not replace the Municipal Assessor, subcontractor or agent identified in Schedule C, or appoint a new Municipal Assessor, subcontractor or agent, to perform the Services without the prior written approval of the provincial assessor, which approval shall not be unreasonably withheld.

COMPLIANCE

11. The Contractor shall:

- (a) comply with the provisions of all laws, now in force or in force after the signing of this Contract, that expressly or by implication apply to the Contractor in performing the Services; and
- (b) when the *Workers' Compensation Act* (Alberta), as amended from time to time, applies, and upon request from the Province, deliver to the Province a certificate from the Workers' Compensation Board showing that the Contractor is registered and in good standing with the Board.

MATERIAL OWNERSHIP

12.

- (a) Ownership of all Materials including any associated copyright, patent, trade secret, industrial design or trade mark rights belongs to the provincial assessor as they are made, prepared, developed, generated, produced or acquired under this Contract. The Materials shall be delivered to the provincial assessor upon completion or termination of this Contract, or upon request by the provincial assessor.
- (b) Ownership of any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark which was owned by the provincial assessor, the Contractor or a third party prior to the Effective Date remain the property of each party respectively. This does not apply to DI property assessment records under clause 3(a) of Schedule A1 of this contract.
- (c) Where any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark owned by the Contractor prior to the Effective Date ("Contractor Materials") is reproduced or incorporated in the Materials, the Contractor grants to the provincial assessor a perpetual, irrevocable, non-exclusive, royalty-free license to use, reproduce or distribute those Contractor Materials, for any purpose.

(d) The Contractor

- i. irrevocably waives in whole all moral rights, and
- ii. shall ensure that its employees, subcontractors and agents irrevocably waive in whole all moral rights,

in and to the Materials in favor of the provincial assessor and the provincial assessor's assignees and licensees. Upon request by the provincial assessor, the Contractor shall deliver to the provincial assessor copies of the waivers obtained from its employees, subcontractors and agents engaged in providing the Services.

(e) Prior to reproducing or incorporating any third party copyright materials into the Materials, the Contractor must obtain adequate and satisfactory written permission from the copyright holder and be held on file and upon request copies must be provided to the provincial assessor. The Contractor shall cooperate with the provincial assessor in protecting the Province's ownership or intellectual property rights in the Materials.

NON-DISCLOSURE OF INFORMATION

13.

- (a) Except as provided in clauses 12 and 13, all information, regardless of form, including Personal Information, that is obtained, generated, provided or collected by the Contractor in the performance of the Services (the "provincial assessor's Information"), shall not be disclosed or published by the Contractor without the prior written consent of the provincial assessor. The provincial assessor will respond to the written request within 30 calendar days. The Contractor may disclose the provincial assessor's Information to employees, subcontractors or agents of the Contractor, to the extent of their need to know and for the purpose of performing the Services, provided that the Contractor has a confidentiality agreement with the agent or permitted subcontractor containing confidentiality provisions substantially similar to this Contract.
- (b) Subject to clause 14(b), the Contractor's obligations in clause 13(a) do not apply to information or documents which:
 - i. are or become publicly available through no act or omission of the Contractor;
 - ii. are independently developed without benefit of the provincial assessor's Information;
 - iii. are received by or from a third party without restriction and without a breach of an obligation of confidentiality; or
 - iv. are requested pursuant to Sections 299.1, 299.2 and 300.1 of the MGA. Requests made under these sections of the MGA shall be responded to by the municipal assessor on behalf of the provincial assessor.
- (c) The Contractor shall retain the provincial assessor's Information as confidential and shall make reasonable security arrangements against unauthorized access, use, disclosure, loss, destruction or alteration of the provincial assessor's Information. The Contractor shall immediately advise the provincial assessor of any unauthorized access, use, disclosure, loss or destruction of the provincial assessor's Information, and shall provide the provincial assessor any assistance reasonably required to rectify such a situation.
- (d) The Contractor shall return or deliver the provincial assessor's Information to the provincial assessor upon completion or termination of this Contract, or upon request of the provincial assessor.

- (e) The provincial assessor's information may be disclosed to the extent required by law or court order, provided that the provincial assessor is given reasonable notice and opportunity to seek to prevent or limit its disclosure.
- (f) No press release, public announcement or other public commentary relating to this Contract and the contractor's duties under this Contract shall be made by the Contractor without the prior written approval of the provincial assessor.

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

14.

- (a) The Contractor acknowledges that this Contract, including without limitation the name of the Contractor, fees payable, the Term, and details of the Services may be subject to disclosure under the FOIP Act. The Contractor further acknowledges that the FOIP Act applies to the provincial assessor's Information collected, used or disclosed in the performance of Services, and the Contractor shall adhere to the FOIP Act in its collection, use and disclosure of any Personal Information.
- (b) The Contractor shall not collect, use or disclose any Personal Information under this Contract except as reasonably required to fulfill its obligations under this Contract, or as otherwise expressly authorized in writing by the provincial assessor. Personal information means any recorded information about an identifiable individual and includes information identified under Section 1 of the FOIP Act
- (c) Upon request, the Contractor shall, within five Business Days, provide to the provincial assessor any records that are requested under the access provisions of the *FOIP Act* that are in the custody or under the control of the Contractor. Should the Contractor receive an access request under the *FOIP Act*, the Contractor shall not respond to it, but shall immediately forward the access request to the provincial assessor for further handling.
- (d) In providing the Services the Contractor shall make every reasonable effort to ensure that Personal Information that is to be or is actually used to make a decision that directly affects an individual, is both complete and accurate. At the provincial assessor's request, the Contractor must correct, within five Business Days of the request, Personal Information that the Contractor may have either collected or compiled about an individual pursuant to this Contract.

(e) The Contractor shall:

- i. protect Personal Information against any unauthorized access, use, disclosure, loss, destruction or alteration;
- ii. immediately advise the provincial assessor of any actual or potential unauthorized access, use, disclosure, destruction or alteration of Personal Information and provide all reasonable assistance to the provincial assessor to prevent or remedy the same; and

- iii. provide the provincial assessor with any information regarding the Contractor's security measures that the provincial assessor may require to verify compliance with the *FOIP Act*.
- (f) The Contractor shall store only in Canada all records of Personal Information which are disclosed to the Contractor under this Contract, including records that are collected, used or stored on behalf of the provincial assessor.
- (g) The Contractor shall act on any direction that the provincial assessor may provide with regard to the use, collection, access, security, disclosure, alteration, loss or destruction of the Personal Information.

INDEMNITY AND LIABILITY

15.

- (a) Each party shall indemnify and hold harmless the other, its employees and agents against and from any and all third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from
 - i. that party's breach of this Contract, or
 - ii. the negligence, other tortious act or willful misconduct of that party, or those for whom it is legally responsible, in relation to the performance of its obligations under this Contract.
- (b) The Contractor shall indemnify and hold harmless the provincial assessor against and from any loss or damage to the real or personal property of the provincial assessor to the extent arising from the Contractor's breach of this Contract or from the negligence, other tortious act or willful misconduct of the Contractor, or those for whom it is legally responsible.
- (c) The Contractor shall indemnify and hold harmless the province against any third party claim, whether or not the Contractor is in breach of this Contract

INSURANCE

16.

- (a) The Contractor shall, at its own expense, and without limiting its liabilities or obligations under this Contract, insure its operations under a contract of general liability insurance in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage including loss of use thereof.
- (b) The Contractor shall maintain automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor and used in the performance of the Services in an amount not less than \$2,000,000.

- (c) The Contractor shall provide the provincial assessor with acceptable evidence of insurance, in the form of a detailed certificate of insurance, prior to commencing the Services and at any other time upon request of the provincial assessor.
- (d) The Contractor shall ensure that all its subcontractors obtain and maintain general liability insurance sufficient to meet the requirements in clause 16(a).
- (e) When requested by the provincial assessor, the Contractor shall provide evidence of endorsement to provide the provincial assessor with 30 days advance written notice of cancellation of insurance coverage.

RELATIONSHIP OF PARTIES

17. The relationship of the Contractor to the provincial assessor in performing the Services under this Contract is that of an independent contractor, and nothing in this Contract is to be construed as creating an agency, partnership, joint venture or employment relationship between the Contractor and the provincial assessor.

NOTICES

18.

(a) Any notice to be made under this Contract is to be made in writing, and is effective when delivered to the address or transmitted by fax to the fax number, as follows:

The Province: Municipal Affairs, Assessment Services Branch

Address: 15th Floor, Commerce Place

10155-102nd Street Edmonton, AB T5J 4L4

Attention: Manager of Transitional Initiatives

Centralized Industrial Property Assessment Unit

Fax: 780-422-3110

Email: ma.asbcia.asmt@gov.ab.ca

The Contractor: MD of Greenview No. 16

Address: Box 1079, 4806 - 36 Ave.

Valleyview, AB T0H 3N0

Attention: General Manager, Corporate Services

Fax/Email: Rosemary.Offrey@mdgreenview.ab.ca

The parties respectively designate for the time being, the individuals identified in this clause as having the authority to give notice, and notice given by these individuals is binding on the party giving the notice.

- (b) Either party may change its information in clause 18(a) by giving notice to the other in the manner described in clause 18(a).
- (c) Any notice personally served or sent by fax shall be deemed received when actually delivered or received, if delivery or fax transmission is on a Business Day, or if not on a Business Day, on the following Business Day.

TERMINATION

19.

- (a) Either Party may at any time terminate this Contract, without cause, upon one hundred eighty (180) days written notice to the other Party.
- (b) If this Contract is terminated:
 - i. all Materials made, prepared, developed, generated, produced or acquired by the Contractor, or its employees, subcontractors or agents under this Contract are the property of the provincial assessor; and
 - ii. the provincial assessor shall only have to pay the Contractor for the Services completed in accordance with this Contract up to the effective date of termination.

SAFETY AND SECURITY

20. The Contractor, its employees, subcontractors and agents when using any of the Province's buildings, premises, equipment, hardware or software shall comply with all safety and security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software.

PARTIES' REPRESENTATIVES

21.

- (a) The Province designates the Manager of Transitional Initiatives of the Department of Municipal Affairs as the Province's representative for communications and ongoing contact between the Province and the Contractor in matters relating to this Contract, other than giving notice pursuant to clause 18(a).
- (b) The Contractor designates <u>Troy Birtles</u> as the Contractor's representative for communications and ongoing contact between the Province and the Contractor in matters relating to this Contract, other than giving notice pursuant to clause 18(a).
- (c) Either party may change its designated representative above by sending written notice to the other party of such change.

CONFLICT OF INTEREST AND ETHICAL CONDUCT

22.

- (a) The Contractor shall ensure that nothing appears to be a conflict of interest or an apparent conflict of interest on the part of the Contractor or its employees, subcontractors or agents in relation to the Services, and all Services shall be performed in a manner consistent with high ethical standards, including without limitation to the following:
 - i. the Contractor and its employees, subcontractors and agents shall not influence, or seek to influence, or otherwise take part in a decision of the Province knowing that the decision might further their private interests;
 - ii. where the Services involve providing advice, making recommendations to the provincial assessor or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, then such advice, recommendations or discretion must be provided, made or carried out impartially and without bias;
 - iii. except for payment as set out in this Contract, the Contractor and its employees subcontractors or agents shall not give or accept any collateral gift, payment, commission or other direct benefit arising from or connected to the performance of the Services;
 - iv. the Contractor and its employees, subcontractors and agents shall not have any financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services;
 - v. the Contractor, upon request by the provincial assessor, shall deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the Contractor in its business practices or in relation to its employees, subcontractors or agents; and
 - vi. the Contractor shall comply with, and ensure that, its employees, subcontractors and agents comply with, the *Lobbyists Act* (Alberta), as amended from time to time.
- (b) In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the performance of the Services, the Contractor shall immediately disclose such matter to the provincial assessor in writing. Upon such disclosure, the Contractor shall not commence or continue performance of the Services without the prior written consent of the provincial assessor. If the provincial assessor is of the opinion the Contractor or its employees, subcontractors or agents are in a conflict of interest, the provincial assessor may immediately terminate this Contract.

SURVIVAL OF TERMS

23. Notwithstanding any other provision of this Contract, those clauses which by their nature continue after the conclusion or termination of this Contract shall continue after such completion or termination, including without limitation the following:

- (a) clause 7 Records and Reporting;
- (b) clause 12 Material Ownership;
- (c) clause 13 Non-Disclosure of Information;
- (d) clause 14 Freedom of Information and Protection of Privacy; and
- (e) clause 15 Indemnity and Liability.

GENERAL

- 24. In the case of conflicts or discrepancies among this document and the Schedules attached to this document, the documents shall take precedence and govern in the following order:
 - (a) The body of this document, and
 - (b) The Schedules to this document.
- 25. Time is of the essence of this Contract.
- 26. This Contract contains the entire agreement of the parties concerning the subject matter of this Contract and except as expressed in this Contract, there are no other understandings or agreements, verbal or otherwise, that exist between the parties.
- 27. Any waiver by either party of the performance by the other of an obligation under this Contract must be in writing, and such waiver does not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed in writing.
- 28. The rights and remedies of the provincial assessor under this Contract are cumulative and any one or more may be exercised.
- 29. The Parties may amend this Contract only by mutual written agreement signed by the parties.
- 30. This Contract shall be governed by and interpreted in accordance with the laws in force in Alberta, and the parties irrevocably attorn to the exclusive jurisdiction of courts in Alberta.
- 31. This Contract shall be for the benefit of and binds the successors and assigns of the parties.
- 32. The headings in this Contract are inserted for convenience of reference only and shall not affect the meaning or construction of this Contract.
- 33. In this Contract words in the singular include the plural and words in the plural include the singular.
- 34. This Contract may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by fax transmission or e-mailed in PDF shall constitute good delivery.

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA, as represented by the Minister of Municipal Affairs

(Name of Contractor) MD of Greenview No. 16

Per:	Per:
Signature	Signature
	Michael Haugen
Print Name	Print Name
	Chief Administrative Officer
Title	Title
Date	Signature
	Dale Gervais
	Print Name
	Reeve
	Title
	January 26, 2018
	Date

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Schedule A – Services to be Provided by the Contractor

- 1. The Contractor will provide the Services under this Contract for the following Assessment Area(s):
 - a. The municipal boundary of [Municipality]
- 2. With respect to DI Property in the municipality for the Tax Year, the Municipal Assessor shall
 - (a) Conduct pre-assessment consultations with DI Property owners and their agents;
 - (b) Determine the inventory of DI Properties in accordance with clause 2(a) of this Schedule;
 - (c) Obtain all of the information necessary to assess DI Properties and to prepare assessment roll entries for DI Properties, including by issuing RFIs to DI Properties owners and reviewing RFI responses, and by inspecting DI Properties, where necessary;
 - (d) Prepare annual and supplementary assessments for DI Properties, this includes amended assessments under s.305 of the *MGA*;
 - a. Supplementary assessments are only prepared if a Supplementary Assessment Bylaw for the municipality has been established.
 - (e) Provide all necessary DI Property assessment information to the provincial assessor for the purposes of preparing;
 - a. annual DI Property assessment notices, and
 - b. supplementary assessment notices,

in accordance with clause 3 of this Schedule;

- (f) Identify assessment-relevant changes to DI Properties, and
 - a. advise which annual assessments for DI Properties defined as major plants should be amended, if any,
 - b. must consult with and obtain written approval from the provincial assessor before working on an amended assessment for DI properties defined as major plants,
 - c. if approval is granted under subsection b., prepare the amended DI Property assessments, and
 - d. provide all necessary information to the provincial assessor in accordance with clause 3 of this Schedule for the purposes of preparing the amended DI Property assessment notices;
- (g) Provide any information required by the provincial assessor for the purposes of quality assurance of DI Property assessments;

- (h) Provide communications services in accordance with clause 5 of this Schedule;
- (i) Provide information to the provincial assessor or on the provincial assessor's behalf, to meet the requirements of any access to information requests that may be made to the provincial assessor; and
- (j) Provide complaint support services in accordance with clause 4 of this Schedule.
- 3. The Contractor shall determine the completeness of the DI Property assessment roll by identifying all assessable DI Properties in the municipality for the Term of the Contract, as well as assessment-relevant changes to DI Properties. The Contractor shall inspect
 - (a) existing DI Properties, and
 - (b) new development and newly constructed properties,

as may be required, to determine whether these properties are assessable as DI Property, and whether any changes are required to their assessments due to additions, changes or subtractions to the property, or changes as a result of legislation or policy changes which would result in a change to the property's assessment, as per the time table in Schedule B.

- 4. The Contractor shall provide all necessary support to the provincial assessor's response to assessment complaints respecting assessments prepared by the Contractor, in accordance with the provincial assessor's directions. Necessary support shall include:
 - (a) Appearing before and giving evidence to the Municipal Government Board (MGB), including by employees, subcontractors and agents, as may be required, arising from the Contractor's preparation of assessments;
 - (b) Preparing documents as may be required for the purposes of responding to the assessment complaints, including the production of evidence and will-say statements, according to the timelines established by the legislation;
 - (c) Provide advice to the provincial assessor with respect to the settlement of assessment complaints, including any amended assessments; and
 - (d) Take no action to unduly expose the provincial assessor to an award of costs against the provincial assessor for the conduct of the Contractor.
- 5. The Contractor will provide support for the following stakeholder/ratepayer communications services:
 - (a) Any routine stakeholder/ratepayer inquiries related to the preparation of the DI Property assessments;
 - (b) Any information requested by the municipality required to support administration of the municipal budget process.

- (c) Any requests for access to assessment records under section 299.1 of the *Municipal Government Act*
- (d) Any requests for access to summary of the assessment under section 300.1 of the *Municipal Government Act*.
- (e) Any requests for access to assessment record under section 299.2 of the *Municipal Government Act*. Information will be provided to the municipal assessor on behalf of the provincial assessor, in accordance with s.301(2) of the *Municipal Government Act*, the regulations and the Delegation of Authority from the provincial assessor.
- (f) The provision of access to information under this section must be in accordance with the *Freedom of Information and Protection of Privacy Act as described under* clause 14 of this contract.

Schedule A1 – Standards to be met by the Contractor

1. Standards of Practice

The Contractor will adhere to

- (a) all of the legislative requirements, and
- (b) the directions provided by the provincial assessor, for assessing DI Properties and adherence to performance standards in performing other services in accordance with this Schedule.

2. Health and Safety

- (a) The Contractor is responsible for the health and safety of its staff while on sites, including providing proper training and ensuring appropriate personal protective equipment is used.
- (b) The Contractor must provide health and safety training as required by property owners for access to DI properties and as required to meet industry standards and provisions the *Workers Compensation Act* and its associated regulations.

3. Ownership of Records

- (a) All DI Property assessment records for the [Municipality] in the possession of the Contractor or [Municipality] become the property of the provincial assessor.
- (b) Where possible digital photographs of all buildings and facilities should be taken and stored in the Contractor's office.
- (c) Upon completion of the Contract the Contractor shall provide all digital and hard copy DI property assessment records to the provincial assessor.

4. Quality Management

(a) The Contractor shall perform the Services with reasonable skill, care and diligence and in accordance with any applicable industry standards of suppliers of services similar to, or the same as, the Services described in this Contract.

5. Independence of Municipal Assessor

- (a) The Municipal Assessor and its staff will undertake the services free from interference, influence, and duress from external parties, including those within the municipal administration or elected officials.
- (b) Appropriate information barriers will be utilized to protect the municipal assessor from actual or perceived conflicts of interest arising from proximity of the Contractor and those within the administration or elected officials.

Materials pertaining to the services are to be insulated from unnecessary access. This
includes electronically through the use of passwords, or through the use of private lockable
offices or storage cabinets.

6. Complaint by a Municipality

- (a) The Municipal Assessor and any municipal employee, subcontractor, or agent as a participant in the preparation of the Services in this Contract may not be involved in or participate in any manner, in any complaint filed by the municipality on the assessment of a DI property in the municipality.
- (b) If a municipality files a complaint against a DI Property assessment and the Municipal Assessor believes he or she is in a conflict, they will have the option to recuse himself or herself from the complaint process. The Municipal Assessor must provide notification and evidence of such conflict in writing to the provincial assessor.

<u>Schedule B – Services Timetable</u>

1. The Contractor will perform the Services in accordance with the schedule specified as follows:

Service/Deliverable	Completion Date
(a) Annual assessments due to the provincial assessor	January 15 annually
(b) Provide supplementary and amended assessments to the provincial assessor Note: Supplementary only if Supplementary Assessment Bylaw established.	End of the month in which the assessment has been completed
(c) Inspections of existing DI properties	5-year cycle (20% annually)
(d) Inspections of all new or upgraded DI properties	Annually
(e) Inspections of Major Plants	As required based on information provided in the RFI

Schedule C – Contractor Personnel

1. Human Resource Requirements

Municipal Assessor

The individual appointed as the Municipal Assessor must meet the following:

- (a) be appointed as the Municipal Assessor by bylaw or municipal council resolution for the [municipality].
- (b) meet the provisions set out in the Qualifications of Assessor Regulation, AR 233/2005 and hold the qualifications for the position and hold the certifications, education, and experience required to provide the Services.

The above two requirements must be met in order for the Municipal Assessor to be formally delegated the authority from the provincial assessor to prepare assessments for DI Properties.

The Municipal Assessor is authorized to engage such other staff resources as required to provide the Services, subject to Clause 10 of this Contract.

2. Training

The Contractor will:

- (a) Provide continuing education for those working on the assessments of DI Properties within the [Municipality]. Any training of Contractor's staff is the sole responsibility of the Contractor.
- (b) The provincial assessor may provide procedures, best practices, manuals, bulletins, standards of practice, and the like to the Contractor for dissemination to the staff involved in providing the Services. The Contractor is required to incorporate these materials into their assessment practices and ongoing training.
- (c) The provincial assessor's office may facilitate and provide training at its discretion, including providing a facility for the training, but the travel and other associated costs for the Contractor's staff to attend the training will be at the Contractor's expense.

3. Facilities and Equipment

The Contractor will provide the Facilities in order to perform the Services including office space for staff, storage of materials, and IT infrastructure as required.

4. Computer Systems and Software

The Contractor will:

(a) Provide appropriate computer assisted mass appraisal (CAMA) software, the pro-rated cost of which shall be reimbursed in accordance with Schedule D.

- (b) Provide other appropriate software, and all required hardware, at the Contractor's sole expense, required to provide the DI Property assessment services.
- (c) Provide the annual property assessment electronically in a format compatible with the Municipal Affairs' assessment software.
- (d) Provide security for all property assessment data through regular backups. Any system malfunctions resulting in a loss of assessment data or requiring re-entry of assessment data will be remedied at the sole expense of the Contractor.

<u>Schedule D – Contractor Fees</u>

1. Pricing – Annual Assessment Functions

Payments under the Contract will be as follows for Annual Assessment Functions:

Service or Deliverable	Year one (2018)		
Municipal cost of preparing DI Property Assessments			Fixed Price \$ 425,000.00
		Rate	Maximum CAMA Costs
CAMA licensing reimbursement	Per Parcel	1.25	\$
	Per Major Plant	\$500	\$
Year one only	One time Data conversion and system consolidation		\$
Total: Fixed Price, one time data conversion plus Maximum CAMA Reimbursement			\$

CAMA licensing and Data Conversion amounts for <u>year one</u> shall be invoiced in the first quarterly payment (March 15, 2018)

Service or Deliverable	Year 2 and 3 (2019 & 20	020)	
Municipal cost of preparing DI Property Assessments			Fixed Price \$ 425,000.00
		Rate	Maximum CAMA Costs
CAMA licensing reimbursement	Per Parcel	1.25	\$
	Per Major Plant	\$500	\$
Total: Annual Fixed Price plus Maximum CAMA Reimbursement			\$

CAMA licensing amounts for <u>year two and three</u> shall be invoiced in the first quarterly payments (March 15, 2019 and March 15, 2020)

All other payments in the schedule shall be invoiced quarterly in each year of the contract on the following dates:

March 15, June 15, September 15, & December 15.

Pricing for Annual DI Property Assessment functions as listed in Schedule A is inclusive of all costs to complete the Services, including:

- (a) Staff resourcing
- (b) Travel
- (c) Overhead
- (d) Staff training
- (e) Field inspections
- (f) Issuance of correspondence
- (g) Analysis of provided information
- (h) IT costs including maintenance, licensing, and fees
- (i) Preparation of assessments

2. Pricing – Non-Routine Assessment Functions

All additional expenses for non-routine assessment functions must be pre-approved by the provincial assessor and will be reimbursed if incurred by the contractor in performance of the services.

This provision pertains to Services including:

- (a) The costs associated with the preparation and appearance on complaints filed to the Municipal Government Board or escalated to a judicial review and higher.
- (b) The costs associated with assessing new or significant additions to DI property defined as major plants.
- (c) The provincial assessor will pay all pre-approved additional expenses actually incurred by the Contractor in the performance of the Services.

- (d) Expenses contemplated under this provision include:
 - i. Pre-approved legal support for DI property assessment complaints
 - ii. Pre-approved specialist consultant(s) support for new DI property, additions to DI property or assessment complaints filed against DI property.

DELEGATION PURSUANT TO SECTION 284.1(2)

OF

THE MUNICIPAL GOVERNMENT ACT ('the MGA") FOR THE PREPARATION OF DESIGNATED INDUSTRIAL PROPERTY ASSESSMENT

This delegation is effective from January 1, 2018 to December 31, 2020 or until revoked in writing.

I, Steve White, "provincial assessor" as designated by the Minister, pursuant to s. 284.1(1) of the MGA and under the authority of Ministerial Order MAG:002/17, delegate responsibility for the preparation of the Designated Industrial (DI) property assessments, excluding Linear Property in accordance with the MGA and the regulations passed thereunder, to Troy Birtles, municipal assessor for MD of Greenview No. 16 (the "Delegate"), subject to the conditions listed below:

- The Delegate is responsible for the preparation related to the assessment of DI Properties, excluding Linear Property, including the defense of a complaint against DI Property assessments.
- 2. The Delegate is responsible for any routine stakeholder/ratepayer enquiries related to the preparation of the DI Property assessments.
- 3. The Delegate must consult with the provincial assessor on any public presentations or media responses related to DI properties prior to them occurring.
- 4. The Delegate is to process any requests for access to assessment records for DI properties under s.299.1 of the MGA
- 5. The Delegate is to process any requests for access to summary of the assessment for DI properties under s.300.1 of the MGA.
- 6. The Delegate is to process any requests for access to assessment record for DI properties under s.299.2 of the MGA.
- 7. The Delegate must consult with the provincial assessor prior to making decisions pursuant to s. 291(2)(b) of the MGA for properties defined as major plants.
- 8. The Delegate must consult with the provincial assessor prior to making a decision with regard to the preparation of the assessment for DI properties if there are no procedures set out in the regulations.
- 9. The Delegate must consult with the provincial assessor prior to a decision pursuant to s.305 and s.312 of the MGA, for the assessment of properties defined as major plants or DI properties under complaint, with the exception of the preparation of amended assessments to reflect changes in the operator of the DI property.
- 10. The Delegate shall provide a report quarterly related to DI properties beginning March 31, 2018 to the provincial assessor and shall include the following:
 - a) Requests for Information (RFI) sent on DI properties, and any issues related to non-responses and what follow-up has been done.
 - i. Any recommended action under s.296 of the MGA *related to non-responses to the RFI*.
 - b) Requests for information related to DI properties under s. 299.1, 299.2 and

300.1 of the MGA.

- i. Information should include what was requested and that the request was responded to within the timelines and in accordance with the MGA and the regulations (there is no need to send a copy of the request or response to the provincial assessor unless requested).
- c) Any other pertinent information the Delegate deems appropriate.
- 11. The provincial assessor retains the authority to make decisions related to DI properties pursuant to the statutory authority given under s. 296 of the MGA.
- 12. The provincial assessor retains the authority in regards to the retaining and instructing of legal counsel for response to complaints on DI properties with the MGB.
- 13. The provincial assessor retains the authority to make decisions as to whether or not the decision from the MGB, or the courts related to DI properties should be appealed to a higher court.
- 14. The Delegate may sub-delegate responsibilities for the preparation of the DI Property assessment to individuals with the qualifications of an assessor as defined by *the MGA*.

Steve White	Date	
Provincial Assessor	•	
Assessment Services Branch		
Municipal Affairs		

My signature below means that I have the qualifications contained in the *Qualifications* of Assessor Regulation, AR 233/2005, and that I have read this document and accept the delegation under the conditions listed above.

Municipal Assessor (Name of Municipality)

MD of Greenview No. 16

February 26, 2018

Date

Weighing the DIP Contract

Grenview Admin

Opt Out

Opt In

	This does not pose any hardship to Greenview. It is Administration's opion that Municipal Affairs staff are now trying to get the logistics in place to follow the directions of the minister and so a 3 year contract makes sense. From our perspective, these reports were passed to Municipal Affairs in November, thus no issue for Greenview.	Greenview Admin has no issues. We have the expected price for all 3 years from AAG. The price will be reviewed next November by AAG and Administration.	nd erm
Con	- Maybe feel compelled to answer inquiries/defend appeals without compensation (2017AY)	- no ability to opt in	 need to evaluate staffing and or performance/quality expectations over the long term
Pro	- not responsible for time needed to answer inquiries / defend appeals (2017AY)	- no negotiation required	 our staff is prioritized to municipal properties and available to Council as necessary
Con	- we're not compensated for time spent doing so (2017AY) - no certainly beyond 2020AY - uncertainty regarding the authority to have prepared the 2017 DIP assessments for tax 2018	- ability to review at - we'll likely be price end of year for new takers for year 2 (may fees and/or scope of not get full reimbursement for services)	 our staff is prioritized to PA's properties not municipal properties
Pro	-we support inquires and complaints having prepared the asmt and being familiar with the properties for 2017AY certainty of service delivery for at least 3 years	- ability to review at - we'll likely end of year for new takers for ye fees and/or scope of not get full services reimbursem services)	 we continue to complete the asmt utilizing our staff/knowledge
Concern/Issue/Clause	- Term of Contract	- contract review period at end of year 1 (only for Schedules A and D)	- Performance of Services

- qualified staff must be available via contractor		- may be unable to provide qualified DIP staff as required to fully perform services and meet municipal job requirements	- no need to 'guess' staffing requirements to r meet municipal and PA v needs.	- no need to 'guess' - more difficult to recruit or staffing requirements to retain staff with limited career meet municipal and PA variety/advancement needs.	With the AAG contract in place for the upcoming 3 years, Admin is not concerned about priorities.
- Payment	- funding <u>may be</u> available for extra- ordinary circumstances	- Is the PA willing or able provide additional expertise from in-house at this time?	- Not a municipal concern – PA completes assessment for DIP	- Not a municipal concern – PA completes assessment for DIP	Same as directly above. No issue.
- Per schedule D, and		 likelihood of extra- ordinary of expense approval being granted?? 	- Some ability to ensure quality of the assessment during term of contract therefore re-execution should not be necessary	- Services completed not to PA's liking have to be redone at our expense	Municipalities are mandated by the Province to add a levy to DIP owners tax for extra cost, so no issues.
- expenses above the bid rate must pre- approved by PA to be paid		- Schedule D negotiable in year 2 – may not be adequate to cover actual cost of providing services (muni will have to supplement the year 2 price offered).		- Expenses will be incurred to coordinate with PA in terms of tax notices and/or muni audit of PA's values.	Greenview Admin has no issues. We have the expected price for all 3 years from AAG. The price will be reviewed next November by AAG and Administration.
		- Services completed not to PA's liking have to be redone at our expense		 No ability to determine if performance/quality standards are met. Is re-execution necessary? 	This is covered in Greenview's contract with AAG, thus no concerns.

		- Expenses will be incurred to coordinate with PA in terms of tax notices and/or muni audit of PA's values If services have to be re-executed at muni's expense (performance standards?) - Uncertainty and lack of control to retain experts or lawyers when needed			This was a minor cost to Greenview by making a small tweak to the Tax Notices. No issue. Greenview has contract with AAG, thus no concerns with performance. If there are performance issues they will be dealt with via our contract with Greenveiw is covered by contract with AAG.
- Recording and Reporting	- Records are maintained in-house during length of contract - Ensures contractor remains on-track for completion	- ALL records must be provided to PA on demand (data out of our controlownership?) - muni and (/or?) assessor must complete quarterly reports how detailed will these be (time taken to prepare)?	- Our historical records remain within our control - No time dedicated to quarterly reporting	- No ability to understand if resources allocated are appropriate (i.e. will the job get done)	In Admin's opinion, this is normal business practice and we see no concerns here. The contract with AAG will take care of this, thus no concern for Greenview.
	- rlasr definition of	- muni is responsible to PA for the work of the contractor - muni assessor must still accept the delegation and be responsible to PA		- no ability to ensure	Based on pass performance with AAG, Admin does not foresee this being a concern. No concerns here, AAG's Ray Fortin was part of the review for this process and MA would have to accept any assessor that fits the criteria in the MGA S 284.2 (1).

- Assignability and Subcontracting	expense to prepare	- liability issue to muni assessor (PA instruction vs Professional Code of Conduct) - if subcontracting, requires the PA's permission and acceptance of the subcontractor	- non-issue	completing the work – reliant on PA to ensure this.	This is highly unlikely, and if it happens Greenview has a legal recourse. With AAG being Greenview's contractor, Admin has no concerns that MA will not accept the subcontractor for Greenview.
- Personnel Replacement	- muni decides who completes the work, could be existing staff	- delegate must be approved by PA – limits municipal power to appoint assessor		 - PA cannot influence - more difficult to recruit or appoint to the statutory retain staff with limited career position of assessor - variety/advancement 	Same as directly above. No issue. Municipalities must appoint assessors based on MGA criteria.
237		- when would PA not approve muni assessor? Would this a muni without ability to declare its municipal role?	possibly reduce cost retain muni assessor (lesser degree of experience required).	- non-issue	There may be situations where this may happen but if there assessor has the criteria as noted in MGA, there shouldn't be any concerns. We are cover with AAG for the next 3 years.
- Compliance	- proof of WCB etc needs to forwarded to PA	- potentially unknown cost to ensure compliance in event of statutory change	- non-issue	- potentially unknown cost to ensure compliance in event of statutory change	Normal business practice. If a municipality is non compliance with WCB that would be a concern with or without this contract.
- Material Ownership	- all materials stored centrally for shared usage/broad dataset = consistency	- we no longer retain ownership/control of prior work product (no compensation offered)	- (I think) we retain ownership & control of any data collected to produce assessments for year prior to and	- PA can FOIP us for these records	Adminstration has no concerns with these statements regarding material ownership.
*contact CofE on this issue, I believe they have refused to transfer ownership of any DIP asmt records as they opted out.	- ensures no copyright infringement	- no guarantee of compliance with Statute/Reg as at pleasure of PA	our work product remains ours for the purpose of preparing asmts and/or training.	-PA has no data to defend asmt appeals in the future = risk to our asmt base	

		- any and all rights to any 'work product' are waived in favour of the PA (not sure you can compel and individual to waive "moral" rights) waivers must be delivered to PA	0	- don't have access to PA's work product to make us more efficient.	The moral rights referred to here, is in relation to ownership of the assessment information. This does not pose an issue in our opinion.
	- confidentiality agreements must be in place	- confidentiality - no ability to discuss agreements must be DIP with Council w/o in place	- security arrangements necessary	- potentially no ability to "seek info about assessments of similar property" to ensure fairness and equity and consistency	There will be an extra step before AAG can discuss DIP with Council, but that will not pose an issue. With the Linear properties that the Province assesses, Admin has no issues getting the province to present
8 - Non-disclosure of Information	-sharing of PA's info internally to employees - disclosure limited to need to know and arrangements written consent	eting	- no public discussion of contract required.	- is transparency achieved?	As far as Admin is aware there is no public discussion now. So no issue. Normal Business practice. Non issue.
	- requirement to notification if info breached	- need to determine exactly what PA is entitled to gain access to under this contract - PA's info may be disclosed so long as notified with ability to seek injunction			Being practical, the Province can request any informtion it choses from a municipality thus this is not a concern for Greenview. Normal business practice. No issue.

		- if info is in the control of contractor the contractor MUST respond (need clarity between who responds and timelines for doing so), yet is prohibited from doing so		- our info may conflict with PA asmt vs. tax roll.	Secion 14 c, clearly indicates that the info will be passed to the PA and the PA will rspond. Thus no issue.
- FOIP	- ensure confidential info is handled appropriately by either party	- not sure what is intended by 14(c & d) – potential for PA to instruct delegate contrary to MGA e.g.	- we control info we collect	- no ability to ensure asmt roll is corrected (e.g. linear property assessed to defunct companies).	The section noted indicates that the PA will handle all concerns. Assessors have a code of conduct to follow, thus Admin is not concerned with interference by PA or suggests that the PA would stoop this low.
239		- tries to supercede MD retention policy - prohibits use of 3 rd party software providers (e.g.			The retention policy will need to be adjusted to fit the legal requirements of the Province. Greenview does not use 3rd party software for assessments info thus no issues.
		- leave delegate open to personal liability in the event PA directs in contravention of the Act (E&O may not			This area, the clause in the contract is the standard clause whereby we don't hold PA liable and the PA won't hold Greenview liable. No issues.
- Indemnity/liability	- some protection from litigation	- no meaningful dispute resolution process between PA and contractor - does not protect against 3 rd party (rate payer) suit, however MGA might.	- non-issue	- non-issue	Same here

		- assuming the protection found in s.284.1(3) extends to a delegate can a municipality be held liable by a 3 rd party?			Same here. Section 284.1 3 does cover assessors.
		- \$2mil is pretty minimal amount of coverage -general and auto			Standard coverage. No issues. Greenview has ample insurance
- Insurance	- ensures minimal	-general and auto insurance do not cover professional (E&O) liability insurance	- insurance coverage as necessary to identified	- non-issue	coverage, thus no issue.
240		- time spent providing ongoing proof of insurance including change in providers (limitation when changing insurance companies)?	risk for muni/contractor		Time required to provide this information would be limited, thus no issue.
- Relationship of Parties		ers to al times, ally says gency has criteria ns under	- parties truly remain independent of each other	- non-issue	This statement is a standard contract statement. Admin has no concerns.
- Notices	- clearly lays out authorized parties and what constitutes notice		- non-issue	- non-issue	Non issue
- Termination	- 6 mth termination without cause by	- must complete 6 mths of product after notice is piven	- non-issue	- non-issue	Non issue. The AAG contract covers 3 years which coincides with the timing in this contract.

	2				
	, ,				
	- payment forthcoming up to termination date for service completed	- materials "acquired" by contractor are property of PA			Normal business practice. The PA has to ensure that the material is available to the PA and due to potential legal issue must be able to give directions regarding same.
- Safety & Security			- non-issue	- non-issue	Non issue
- Parties Representatives			- non-issue	- non-issue	Non issue
	- attempts to ensure				A municipality, like anyone else
	impartiality of the	- no meaningful			can appeal an assessment, but
	contractor in	dispute process for			the designated assessor will
	regards to the	differing			need to excuse themselves from
	service provided (no interpretations	interpretations			the appeal process.
	ability to	undertaken in good			
	lobby/influence	faith.			
	Provincial policy)				
	- evaluation of				Admin has no issues with
- 22	potential conflict	- different employees	- much of this section is		different codes of conduct,
+2:	required by PA	may have differing	already covered under	- is the PA's code of conduct	especially professionals.
	before service	codes of conduct,	AAA Code of	available to view?	
	provision	especially professionals Conduct/Ethics	Conduct/Ethics		
	completed.				
		- municipal code of			Admin has no concern with this
	- immediate	conduct and that			possibly due to it being highly
	termination	deemed acceptable to			unlikely.
		PA may conflict			
		- immediate			If the assessor or a municipal
		termination in the			employee is in a conflict of
		opinion of PA –			interest they need to excuse and
		appeal?			remove themselves.
- Survival of Terms			- non-issue	- non-issue	Non issue

Admin agrees that the timing wasn't necessarily adequate but wants to ensure that Greenview is included in the Hybrid model for the next three years, instead of having the province directly take over the DIP assessments at this time.	Admin has no concerns due to AAG contract.	Possible but highly unlikely without justifed reasoning, this would mean that the PA is not abiding by any code of conduct.	Agree, but Admin is willing to work with the province until they have these in place.	Admin does not see the conflict here.	Due to contract with AAG, Admin does not see this as an issue.	Agreed, however, the municipality may submit a request for information.	All response to MGA S 299/300 are dealt with by AAG on
- non-issue	- quality assurance metrics unknown.	- able to complain about - asmt complaints supported Solely by municipality.	- limited access to info about DIP asmts.	- no ability to respond to DIP appeal in municipality.		- no idea what is being provided to property owners rfi	
- non-issue	- focus time/skills on municipal asmts		- no resources spent preparing or hearing asmt complaints on DIP			- no restrictions communicating with Council about asmt prepared by municipal	assessor
time is of the essencedoes this allowadequate time toadvise, consider,execute?	 consider staff necessary in light of sup requirement 	- PA could instruct major plant is not to be assessed (would need reasons)	 quality assurance metrics unknown at this time (Reg/MG TRD) 	- provision of info under 2(i) conflicts with 14(c).	- providing support for complaints may impede completion of municipal asmt duties	- known assessor may not be able to communicate DIP to contractor per PA	- time spent
- parties may amend by written agreement by both parties	 continue to utilize existing staff/ knowledge 	- consult/obtain resources necessary to complete a major plant asmt	- assessor familiar with the property- support in event of		- potential for support/assistance of/with asmt complaints by PA	- assessor known to municipality communicates provides info on behalf of PA	
- General			- Schedule A				

This maybe an issue, however, Greenview would follow the criteria in the DIP contract.	Admin couldn't relate this concern with Schedule A and 1 (a) or (b).	Schedule A1 - 4 Quality Management will susfice until the performance standards are developed.	Under contract, AAG is responsible for health and safety for their staff. No issue for Greenview.			
	 Potentially nobody monitoring compliance to ensure asmt completed appropriately 	- Municipal assessors may not be able to maintain existing skill/experience levels (access to training?)	 Potential for political influence in asmt process (even though there shouldn't be) 			
	- Municipal responsibility to ensure compliance with Statute/Reg and OHS	- We retain ownership or info collected??	- Less time/cost dedicated to training needs	- Not at odds with municipality/employer	- Free to utilize municipal employees to file a complaint	 Assessor acts on the muni's behalf – no conflict of interest
- 5(f) appears to conflict with MGA s.301.1-MGA prevails	- Potential for conflict between1(a) and 1(b) = Breach of contract and Professional Code of Conduct	- Performance standards yet TBD	- Safety training is determined by the property owner – no idea how reasonable/unreason able this will be. If not obtained will site access be denied?			
	- Assures compliance with Statute/Regs	- Assures safety orientation	- Ownership of records transfer to PA ensures data available to complete/ defend asmt	- Hopefully access to necessary resource with reasonable skill	- Lessens potential municipal influence on asmt process	
			- Schedule A1			

	 Transfer of ownership may violate record 	 Access to info in understanding how the asmt was completed is limited to 	This is a non issue, the retention bylaw will need to be addressed if this is the case.
	retention bylaw? - Need to maintain	s.299.2 - Delegate and muni assessor	Non issue for Greenview due to
- Existing	skill levels to meet quality std TBD	potentially at odds – breach of code of conduct?	contract with AAG.
experuse is preparing asmt	- Potentially		Non issue for Greenview.
unlikely there will	advertise to		
be a need tor a municipal	municipai (employers) interests		
complaint			Municipalities may not use any
	- Cannot utilize		employee that participates in
	municipal employees		Assessment Services. However,
	to file complaint		other municipal employees may submit complaints.
			There is always a potential for conflict of interest with delegate
	- Potential for		and complainant, however
	conflict of interest		professional code of conduct for
	complainant		assessors to ensure that will not hannen If it does there are
			methods of dealing with this.
	- contract deadlines		Greenview Admin has no
	effectively set up a		concerns with this due to the
	separate cycle for DIP	- may need to review DIP roll	AAG contract.
	than muni – the 2	while trying to finalize muni	
	might be difficult to	roll.	
	operate in		
	conjunction		

This is covered in AAG contract. No concerns.	Admin has no concerns due to AAG contract, which provides separate assessors for muni and DIP.	AAG has provided cost for the 3 years which PA will reimburse to Greenview. No issues.		
- review must be completed within 60 day complaint period to have any ability to appeal.	- We are responsible for our own resources	 May not have access to training offered by PA (new manuals, etc) 	- No access to PA's resource pool	
- not a muni project, scheduling is less of an issue for muni	We are reconcible	for our own resources/expertise only don't have to share		
- year-end process now stretches from Oct to Feb for assessors trying to finalize DIP while completing municipal annual inspections simultaneously (resourcing)	- Delegation document in conjunction with contract - delegates form part of PA's resource pool – assessor shared by	- Muni is sharing overhead/infrastruct ure with PA (muni subsidizes of these costs depending on bid price)		- Contractor pays for training/travel (work into bid price)-must assure PA training is obtained/up to date.
- deadlines are earlier than muni roll	- Ensure existing experience is utilized to complete DIP asmts	- Per delegation agreement delegates form part of PA's resource pool	- Muni is sharing overhead/infrastru cture with PA (keeps cost down)	- PA potentially provides guidance and training
- Schedule B		Schedule C		

subsidize DIP asmt to complete asmt, preparation and not oover bid and lose contract in second
- Difficult to estimate the change in actual costs resulting from legislative change in year 2 (e.g. new rates)
- Several unknowns resulting from newly enacted legislation – true cost not yet
Filowii. - What about non-routine functions not listed in contract
- Does not cover 2017
- May need to - Not bound to PA's defend 2017AY asmts

Delegation Document	- potentially access additional resources	- What is the turn- around time regarding consultation with PA?	- Limits ability to access resources available to PA	The contract says the consultation will be held at the end of the first year.
	 ensures minimum qualifications are maintained 	- Time necessary for delegate to provide quarterly report		AAG will provide those to PA on Greenview's behalf. Non issue.



SUBJECT: Equipment Contractor Registry – Rescind Motion 18.02.79

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION

MEETING DATE: February 26, 2018 CAO: MH MANAGER:

DEPARTMENT: INFRASTRUCTURE & PLANNING GM: GG PRESENTER: GG

STRATEGIC PLAN: Level of Service

RELEVANT LEGISLATION:

Provincial (cite) - N/A

Council Bylaw/Policy (cite) - N/A

RECOMMENDED ACTION:

MOTION: That Council rescind tabling motion 18.02.79, a meeting consisting of Council, Administration and Contractors regarding the Equipment Contractor Registry.

BACKGROUND/PROPOSAL:

At the February 12, 2018 Council meeting, Council made the following tabling motion;

That Council table motion 18.02.78. pending a meeting consisting of Council, Administration and Contractors regarding the Equipment Contractor Registry.

Administration has since learned that the Councillor that moved the tabling motion no longer wishes to have this meeting, therefore Council has the option to rescind Motion 18.02.79 in order to bring Motion 18.02.78 regarding Policy 4004 Equipment Contractor Registry back to the table for decision.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is that tabled motion 18.02.79 will have a conclusion.

DISADVANTAGES OF THE RECOMMENDED ACTION:

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

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to deny the recommended motion and to hold the meeting between Council, Administration and Contractors.

FINANCIAL IMPLICATION:

There are no financial implications to the recommended motion.

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There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

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

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

There are no follow up actions to the recommended motion.

ATTACHMENT(S):

None



COUNCIL MEMBERS BUSINESS REPORT

Councillor Rox	rie Rutt	
DATE	BOARD/COMMITTEE	RELEVENT INFORMATION
2/12/2018	Joint Council Meeting	
2/13/2018	Municipal Planning Commission	
2/13/2018	Grande Prairie Library Board	
2/14/2018	Other	Land Use Bylaw Review
2/20/2018	Committee of the Whole	
2/20/2018	Conference	Taste of the Peace
2/20/2018	Conference	Growing the North
2/23/2018	Training	Reynolds Mirth Richards Farmer Law Seminar
2/24/2018	East Smoky Recreation Board	Fundraiser for Ridgevalley Arena



COUNCIL MEMBERS BUSINESS REPORT

Councillor Sha	wn Acton	
DATE	BOARD/COMMITTEE	RELEVENT INFORMATION
2/12/2018	Regular Council Meeting	
2/12/2018	Joint Town/MD Committee	
2/13/2018	Municipal Planning Commission	
2/13/2018	Other	Alberta emergency management
2/13/2018	Valleyview & District Recreation Board	
2/14/2018	Other	Land Use Bylaw review
2/14/2018	Audit Committee	Conference call
1/6/2018	Committee of the Whole	
1/6/2018	Conference	Growing the North
1/6/2018	Training	Reynolds Mirth Richard Farmer Law Seminar