



MUNICIPAL DISTRICT OF GREENVIEW No. 16

REGULAR COUNCIL MEETING AGENDA

Monday March 26, 2018

9:00 AM

Council Chambers
Administration Building

#1	CALL TO ORDER		
#2	ADOPTION OF AGENDA		1
#3	MINUTES	3.1 Regular Council Meeting minutes held March 12, 2018 to be adopted	4
		3.2 Business Arising from the Minutes	
#4	PUBLIC HEARING		
#5	DELEGATION	9:15 a.m. 5.1 Greenview Veterinary Clinic Renovations – Dr. Pozniak	11
		9:45 a.m. 5.2 Canadian Fiberoptics Corps. Delegation	13
		10:00 a.m. 5.3 Klassen Brother’s Presentation – Greenview’s Gravel Haul Rates	39
		10:30 a.m. 5.4 Terrapin Presentation	44
#6	BYLAWS	6.1 Bylaw 18-790 Schedule of Fees	46
		6.2 2018 Tax Rate Bylaw	86
#7	OLD BUSINESS		
#8	NEW BUSINESS	8.1 Stakeholders in Bankruptcy or Receivership	96
		8.2 History of Tonne/Km. Haul Rates	102

	8.3 Valleyview Intermunicipal Development Plan – Proposal and Terms of Reference	108
	8.4 Terms of Reference for Citizen Panel Review for the Valleyview Intermunicipal Development Plan	124
	8.5 Discharge of Deferred Reserve Caveats	129
	8.6 2018 Grader Tender Award	136
	8.7 2018 Tractor Tender Award	139
	8.8 Road Closure Bylaw 17-778	142
	8.9 Grader Beat Level of Service	148
	8.10 2018 Fire Guardian Appointment	153
	8.11 Valleyview Rapid Attack Fire Apparatus	157
	8.12 Moody’s Crossing, Alberta Transportation Lease	163
	8.13 Watino Boat Launch Funding	185
	8.14 Philip J Currie Dinosaur Museum Funding Request	197
	8.15 Council – CAO Covenant Initial Discussion	200
	8.16 Census Plan	209
	8.17 Fox Creek Area Synergy Group	212
#9	Members Business Report	
	Reeve Dale Gervais	215
	Deputy Reeve Tom Burton	216
	Councillor Roxie Rutt	217

#10 CORRESPONDENCE

- Keyera Open House
- Ridgevalley School Graduation Invitation
- Congratulations on the New Multiplex – Village of Rycroft
- WSP Hospitality Suite Invitation
- Philip J Currie Dinosaur Museum Invitation
- Municipal Affairs Letter Regarding Assessment Year Modifiers
- Monthly Peace Officer Report
- Grande Prairie Regional College Convocation 2018 Invitation

#11 IN CAMERA

#12 ADJOURNMENT

Minutes of a
REGULAR COUNCIL MEETING
MUNICIPAL DISTRICT OF GREENVIEW NO. 16
M.D. Administration Building,
Valleyview, Alberta, on Tuesday, March 12, 2018

1: Reeve Dale Gervais called the meeting to order at 9:02 a.m.
CALL TO ORDER

PRESENT

Reeve	Dale Gervais
Deputy Reeve	Tom Burton
Councillors	Shawn Acton
	Winston Delorme
	Roxie Rutt
	Bill Smith
	Dale Smith
	Les Urness

ATTENDING

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

ABSENT

Deputy Reeve	Tom Burton
Councillor	Shawn Acton

#2: MOTION: 18.03.109. Moved by: COUNCILLOR DALE SMITH
AGENDA That Council adopt the March 12th, 2018 Regular Council Agenda as amended;
• 11.2 In Camera – Personnel
CARRIED

#3.1 MOTION: 18.03.110. Moved by: COUNCILLOR ROXIE RUTT
REGULAR COUNCIL That Council adopt the minutes of the Regular Council Meeting held on Monday
MEETING MINUTES February 26th, 2018 as presented.
CARRIED

#3.2 **3.2 BUSINESS ARISING FROM MINUTES:**
BUSINESS ARISING
FROM MINUTES

#4 **4.0 PUBLIC HEARING**
PUBLIC HEARING

There were no Public Hearings scheduled.

#5
DELEGATIONS

5.0 DELEGATIONS

5.1 PHILIP J CURRIE DINOSAUR MUSEUM PRESENTATION

PHILIP J CURRIE
DINOSAUR
MUSEUM

MOTION: 18.03.111. Moved by: COUNCILLOR LES URNESS
That Council accept the presentation from the Philip J. Currie Dinosaur Museum regarding activities as they relate to Greenview for information, as presented.

CARRIED

Reeve Gervais recessed the meeting at 9:53 a.m.
Reeve Gervais reconvened the meeting at 10:04 a.m.

5.2 ATB – INVESTMENT SERVICES

ATB – INVESTMENT
SERVICES

MOTION: 18.03.112. Moved by: COUNCILLOR ROXIE RUTT
That Council accept the ATB – Investment Services report for information.

CARRIED

8.1 BUDGET BOOK AUTOMATION

BUDGET BOOK

MOTION: 18.03.113. Moved by: COUNCILLOR DALE SMITH
That Council approve the purchase of the CaseWare Budget Book Automation Software at a cost of \$71,195.00, with funds to come from the Contingency Reserve.

CARRIED

5.3 ACCURATE ASSESSMENT GROUP LTD – 2018 ANNUAL ASSESSMENT PRESENTATION

2018 ANNUAL
ASSESSMENT
PRESENTATION

MOTION: 18.03.114. Moved by: COUNCILLOR DALE SMITH
That Council accept the Accurate Assessment Group's annual Greenview Property Assessment report for information, as presented.

CARRIED

8.2 HAMLET OF LANDRY HEIGHTS MUNICIPAL WATER INSTALLATION COSTS

MUNICIPAL WATER
INSTALLATION
COSTS

MOTION: 18.03.115. Moved by: COUNCILLOR BILL SMITH

That Council approve a water service connection fee for the Hamlet of Landry Heights at a cost of \$12,500.00 per lot, plus the additional application fee in accordance with the Schedule of Fees Bylaw, and all related labour, material and installation costs for a water service from the building structure to the property line will be the sole responsibility of the landowner.

CARRIED

8.3 ROAD ALLOWANCE RESTRICTIONS POLICY EES 12

POLICY EES 12

MOTION: 18.03.116. Moved by: COUNCILLOR WINSTON DELORME

That Council direct Administration to bring forward the Road Allowance Restrictions Policy EES 12 to the April 10th, 2018 Policy Review Committee meeting for review.

CARRIED

Reeve Gervais recessed the meeting at 12:00 p.m.

Reeve Gervais reconvened the meeting at 1:07 p.m.

**5.4 ASSESSMENT SERVICES BRANCH, LINEAR PROPERTY ASSESSMENT UNIT –
2018 LINEAR ASSESSMENT PRESENTATION**

2018 LINEAR
ASSESSMENT
PRESENTATION

MOTION: 18.03.117. Moved by: COUNCILLOR ROXIE RUTT

That Council accept the Assessment Services Branch, Linear Property Assessment Unit's presentation for information.

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

8.4 TOWNSHIP ROAD 672 – CONNECTOR ROAD DETAILED ACCOUNTING COSTS

TOWNSHIP RD 672

MOTION: 18.03.118. Moved by: REEVE DALE GERVAIS
That Council accept the detailed accounting cost associated with RD17001 – Twp.
Rd. 672 Landfill Connector Road for information, as presented.

CARRIED

8.5 DRAFT CARIBOU RANGE PLAN REPORT

CARIBOU RANGE
PLAN REPORT -
DRAFT

MOTION: 18.03.119. Moved by: COUNCILLOR BILL SMITH
That Council accept the report on the Draft Caribou Range Plan for information,
as presented.

CARRIED

8.6 SCHOOL SNACK PROGRAMS

SCHOOL SNACK
PROGRAMS

MOTION: 18.03.120. Moved by: COUNCILLOR WINSTON DELORME
That Council accept the report on school snack programs for information.

CARRIED

8.7 CAO/MANAGERS' REPORT

CAO / MANAGERS'
REPORT

MOTION: 18.03.121. Moved by: COUNCILLOR LES URNESS
That Council accept the CAO/Managers' Report 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:

REEVE'S REPORT

9.1 REEVE'S REPORT:

WARD 2

REEVE DALE GERVAIS submitted an update to Council on his recent activities,
which include:

Joint Council Meeting with the Town of Fox Creek
Greenview Regional Multiplex Board Meeting
Rural Education Symposium

Joint Council Meeting with the Town of Valleyview, Sturgeon Lake Cree Nation and Greenview

Caribou Protection Plan Information Night

Greenview Regional Multiplex Grand Opening

WARD 6

DEPUTY REEVE TOM BURTON submitted an update to Council on his recent activities, which include:

Joint Council Meeting with the Town of Fox Creek

Community Planning Association of Alberta Meet and Greet

Grande Prairie Area Master Recreational Plan

Alberta Environment and Parks Caribou Open House

Greenview Regional Multiplex Grand Opening

Royal Canadian Legion Wall Recognition Wall Reveal

WARD 4

COUNCILLOR SHAWN ACTON submitted an update to Council on his recent activities, which include:

Joint Council Meeting with the Town of Fox Creek

Sweathouse Community Hall Meeting

Joint Council Meeting with the Town of Valleyview, Sturgeon Lake Cree Nation

Greenview Regional Waste Management Commission Meeting

Sunset House Community Hall Meeting

Greenview Regional Multiplex Grand Opening

Royal Canadian Legion Wall Recognition Wall Reveal

WARD 3

COUNCILLOR LES URNESS submitted an update to Council on his recent activities, which include:

Joint Meeting with the Town of Fox Creek

Greenview Regional Multiplex Board Meeting

Joint Council Meeting with the Town of Valleyview and Sturgeon Lake Cree Nation

Greenview Regional Waste Management Commission Meeting

Greenview Multiplex Grand Opening

WARD 7

COUNCILLOR ROXIE RUTT submitted an update to Council on her recent activities, which include:

Crooked Creek Recreation Club Meeting

Joint Council Meeting with the Town of Fox Creek

Community Education Committee Meeting

Grade Six Class at Ridgevalley School to Discuss Municipal Government

Joint Council Meeting with the Town of Valleyview and Sturgeon Lake Cree Nation

Lobbying Government Course

Mighty Peace Watershed Alliance Meeting

Caribou Protection Plan Information Night
Northern Transportation Advocacy Bureau Meeting
Greenview Multiplex Grand Opening

WARD 5 **COUNCILLOR DALE SMITH** updated Council on his recent activities, which include:
New Fish Creek Hall Board Meeting

WARD 8 **COUNCILLOR BILL SMITH** updated Council on his recent activities, which include:
Community Futures Meeting

WARD 1 **COUNCILLOR WINSTON DELORME** submitted an update to Council on his recent activities, which include:
Regular Council Meeting

9.0 MEMBERS BUSINESS

MOTION: 18.03.122. Moved by: COUNCILLOR DALE SMITH
That Council accept the Members Business Reports as information.
CARRIED

#10 CORRESPONDENCE **10.0 CORRESPONDENCE**

MOTION: 18.03.123. Moved by: COUNCILLOR ROXIE RUTT
That Council accept the correspondence for information, as presented.
CARRIED

#11 IN CAMERA **11.0 IN CAMERA**

IN CAMERA MOTION: 18.03.124. Moved by: COUNCILLOR DALE SMITH
That the meeting go to In-Camera, at 3:14 p.m., pursuant to Section 197 of the Municipal Government Act, 2000, Chapter M-26 and amendments thereto, and Division 2 of Part 1 of the Freedom of Information and Protection of Privacy Act, Revised Statutes of Alberta 2000, Chapter F-25 and amendments thereto, to discuss Privileged Information with regards to the In Camera.
CARRIED

11.1 DISCLOSURE HARMFUL TO INTERGOVERNMENTAL RELATIONS

11.2 PERSONNEL

OUT OF CAMERA

MOTION: 18.03.125. Moved by: COUNCILLOR LES URNESS
That, in compliance with Section 197(2) of the Municipal Government Act, this meeting come Out of Camera at 4:00 p.m.

CARRIED

PERFORMANCE
EVALUATION

MOTION: 18.03.126. Moved by: COUNCILLOR ROXIE RUTT
That Council authorize Reeve Gervais to contact a third party to do the CAO Performance Evaluation with funds to come from Council Professional Services Budget.

CARRIED

12.0 ADJOURNMENT

#12
ADJOURNMENT

MOTION: 18.03.127. Moved by: COUNCILLOR DALE SMITH
That this meeting adjourn at 4:06 p.m.

CARRIED

CHIEF ADMINISTRATIVE OFFICER

REEVE



REQUEST FOR DECISION

SUBJECT: Greenview Veterinary Clinic Renovations - Dr. Pozniak Presentation
SUBMISSION TO: REGULAR COUNCIL MEETING **REVIEWED AND APPROVED FOR SUBMISSION**
MEETING DATE: March 26, 2018 **CAO: MH** **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 Dr. JM Pozniak regarding renovations to the Greenview Veterinary Clinic for information, as presented.

BACKGROUND/PROPOSAL:

At the February 26, 2018 Regular Council Meeting Administration brought forward a Request for Decision regarding renovations to the Greenview Veterinary Clinic.

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.

Council defeated this motion.

Following the February 26th, 2018 meeting, Councillor Dale Smith spoke with Dr. Pozniak requesting that he attend a future Council Meeting so that Dr. Pozniak may answer any questions Council may have regarding possible cost sharing for renovations which would consist of erecting two walls and moving a light fixture.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of accepting the presentation is to confirm receipt of the Council update on the Greenview Veterinary Clinic renovations.
-

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.

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



REQUEST FOR DECISION

SUBJECT: Canadian Fiberoptics Corps. Delegation
SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION
MEETING DATE: March 26, 2018 CAO: MH 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 Canadian Fiberoptics Corp. regarding the existing issues of the lack of high speed internet and broadband in rural Alberta for information, as presented.

BACKGROUND/PROPOSAL:

Canadian Fiberoptics Corp. would like to discuss with Council the existing issues of lack of high speed internet and broadband in rural communities in Alberta and the opportunities for a collaboration between public and private stakeholders to build a true Gigabit fiber network in the MD of Greenview that will benefit the community, the municipality and businesses.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of accepting the presentation is to confirm receipt of the Council update from Canadian Fiberoptics Corp.

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.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

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FOLLOW UP ACTIONS:

There are no follow up actions to the recommended motion.

ATTACHMENT(S):

- PowerPoint Presentation



CANADIAN

FIBER OPTICS

Presentation M.D.
Greenview March 26, 2018

Municipal Broadband in the MD of Greenview: Opportunities, Challenges & Solutions

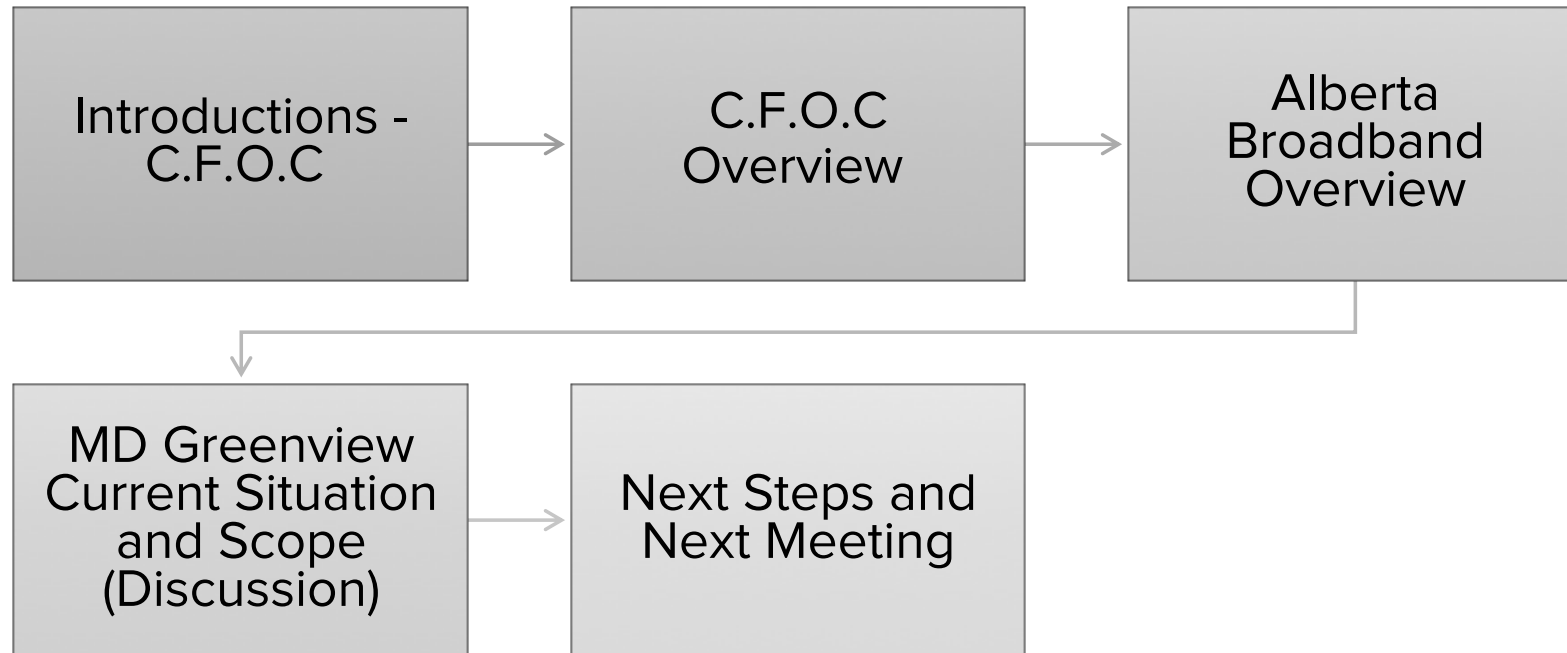
Wade Bloomer, Director

Brad Welsh, Director

Mike Stelck, VP Business Development



Presentation agenda



Local, Proud & Innovative

- **Brad Welsh:** long time Grande Prairie resident, partner in Total Production Services & Total Enerflex.
- **Wade Bloomer:** long time Grande Prairie resident, owned and operated Grande Prairie Superlubes for 25 years. Land developer, developed and operated South 40 Shopping Center in Grande Prairie. Developed The Dunes golf course residential subdivision.
- **Mike Stelck:** Entrepreneur, former Sales and Business Development Executive at Axia Netmedia Corp responsible for the Enterprise, FTTP and Municipal and Government divisions throughout North America.
- **CFOC's** Calgary based Senior leadership team brings over 200 years in combined expertise in oil and gas, construction and telecommunications.



Canadian Fiber Optics

What we do?

- Canadian Fiber Optics Corp is an Grande Prairie Alberta based, fiber optic infrastructure and consulting company.
- We bring reliable high speed broadband communication and fiber optic connectivity directly to your municipality and your business.
- Our Enterprise division provides Industrial and Oil and Gas customers with a high bandwidth fiber optic connection from head office to field office or head office to wellhead in remote and hard to reach locations.



Canadian Fiber Optics

How we do it?

- We are hardworking innovators. We are proud to do business in rural Alberta, and throughout Western Canada.
- CFOC brings the digital world to municipalities, business and the remote oilfield on our proprietary and redundant *Gigabit* speed fiber optic network. This allows our customers real time access to an ecosystem of cloud and application providers.



Alberta Broadband Overview



Broadband in Alberta: An overview

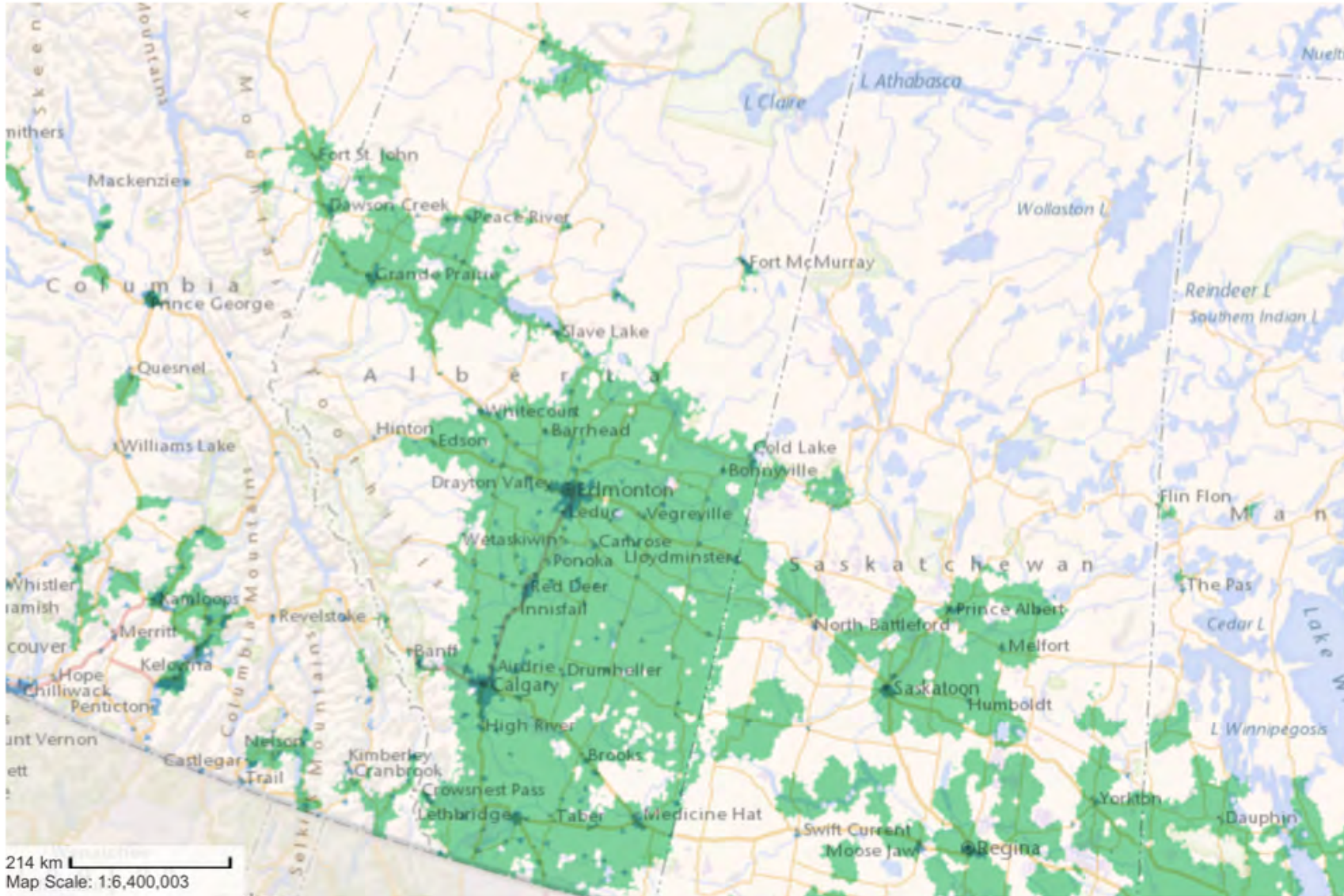
- The Alberta SuperNet currently serves government locations and schools in 427 communities in Alberta. Approximately 37 of these communities are served via a wireless link.
- Most urban markets have high bandwidth internet service (up to 1Gbps) available to residents and businesses.
- Most rural markets are neglected, and continue to be under-served. Rural Alberta is mostly served by Wireless Internet Service Providers with low bandwidth wireless internet services up to 25 Mbps. (High congestion and low throughput.)
- Tier 1 carriers have not charted a clear rural strategy (while the CRTC has declared that "Broadband is an essential service and should be available to both rural and urban inhabitants").
- Despite the CRTC mandate to make broadband available plus an increase in funding available through the Federal Connect to Innovate program there is no relief in sight for the rural Alberta market.
- While broadband is an essential service for rural Alberta, it continues to be mostly an urban reality, and only a dream for rural Albertans.



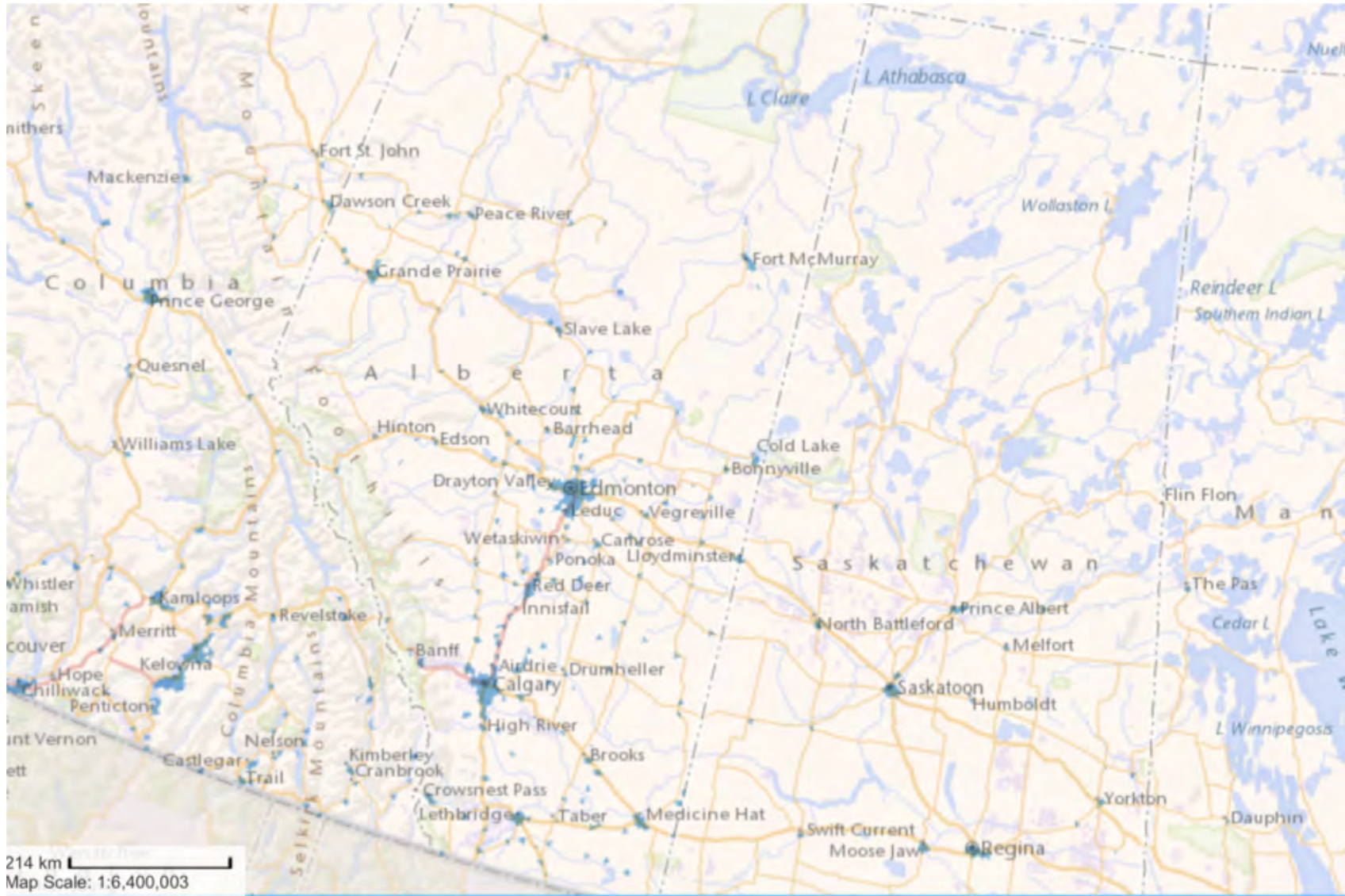
The Alberta Supernet connection



Alberta Fixed wireless and Fiber coverage



Alberta Fiber roll out (CRTC 2017)



Broadband is declared a 'basic' service by CRTC

On December 21, 2016, the Canadian Radio]television and Telecommunications Commission (CRTC) declared Broadband Internet to be a basic telecommunications service.

Until now, only voice services were '*basic*.' Existing universal service frameworks will now shift from voice to Internet, with a basic universal service of 50 Mb/s download and 10 Mb/s upload and the option of unlimited data.

The CRTC set the deployment target of 90% of Canadian households by 2021 and 100% by 2031

CRTC declares broadband internet access a basic service


Today's decision could pave the way for universal access to high-speed service in remote, rural areas

By Matthew Kupfer, CBC News | Posted: Dec 21, 2016 10:17 AM ET | Last Updated: Dec 22, 2016 2:53 PM ET



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On the Edge of Radical Change

Broadband networks and digital technologies are fundamentally impacting both industry and society on three levels.

1. Our system of wealth is changing

- In an intellectual property-based knowledge economy, wealth generation is largely independent of place, local resources, and physical assets – work can be done from anywhere

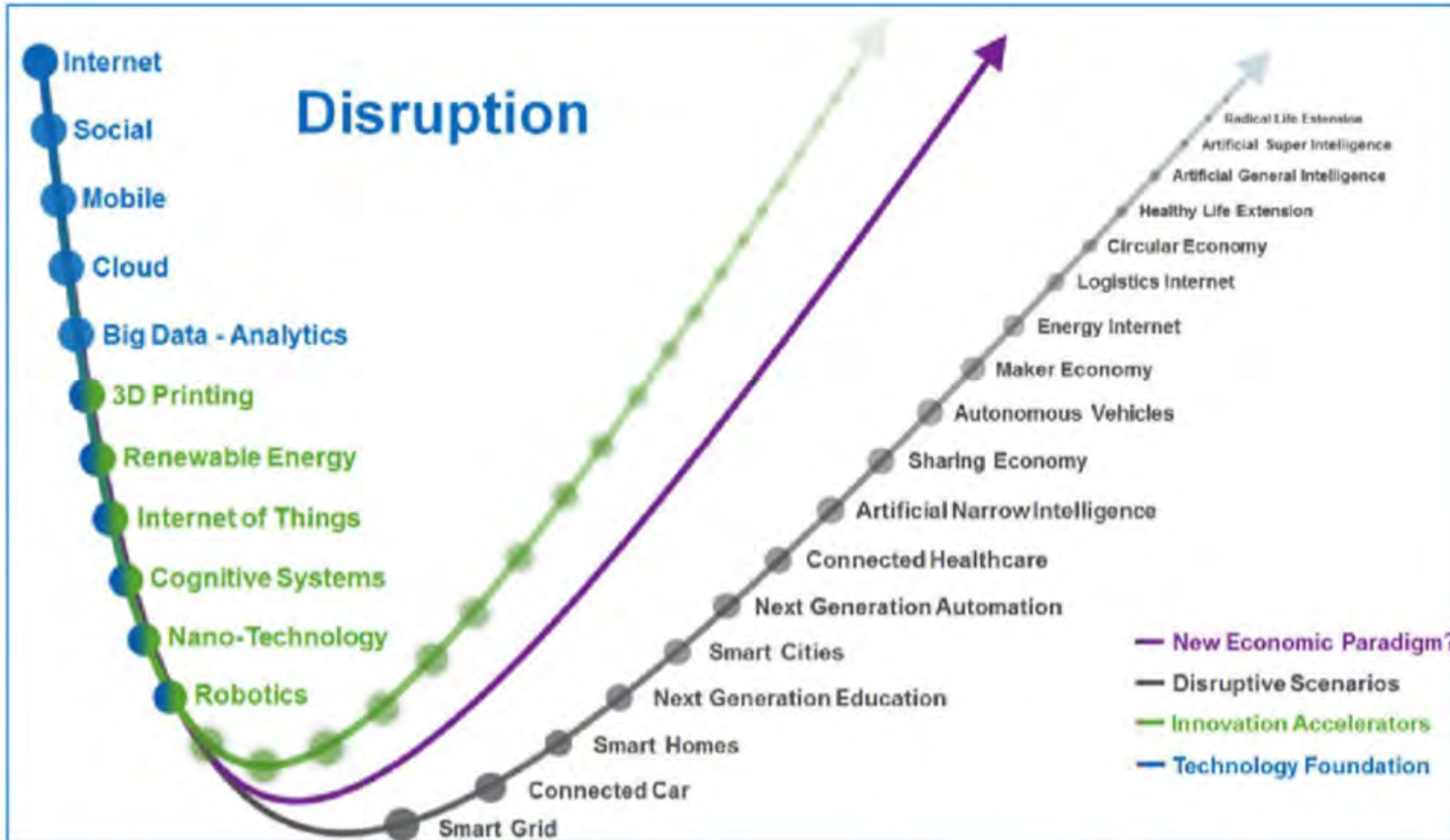
2. Technology drives our economy & Improves business productivity

3. Disruption

- Whereas traditional industries progress linearly, the technology-driven economy progresses exponentially – change is upon us and moving fast
 - Digital technologies are not only enabling new industries, they are about to fundamentally disrupt traditional industries as well
-
- **Broadband Infrastructure is Critical Enabling Infrastructure**



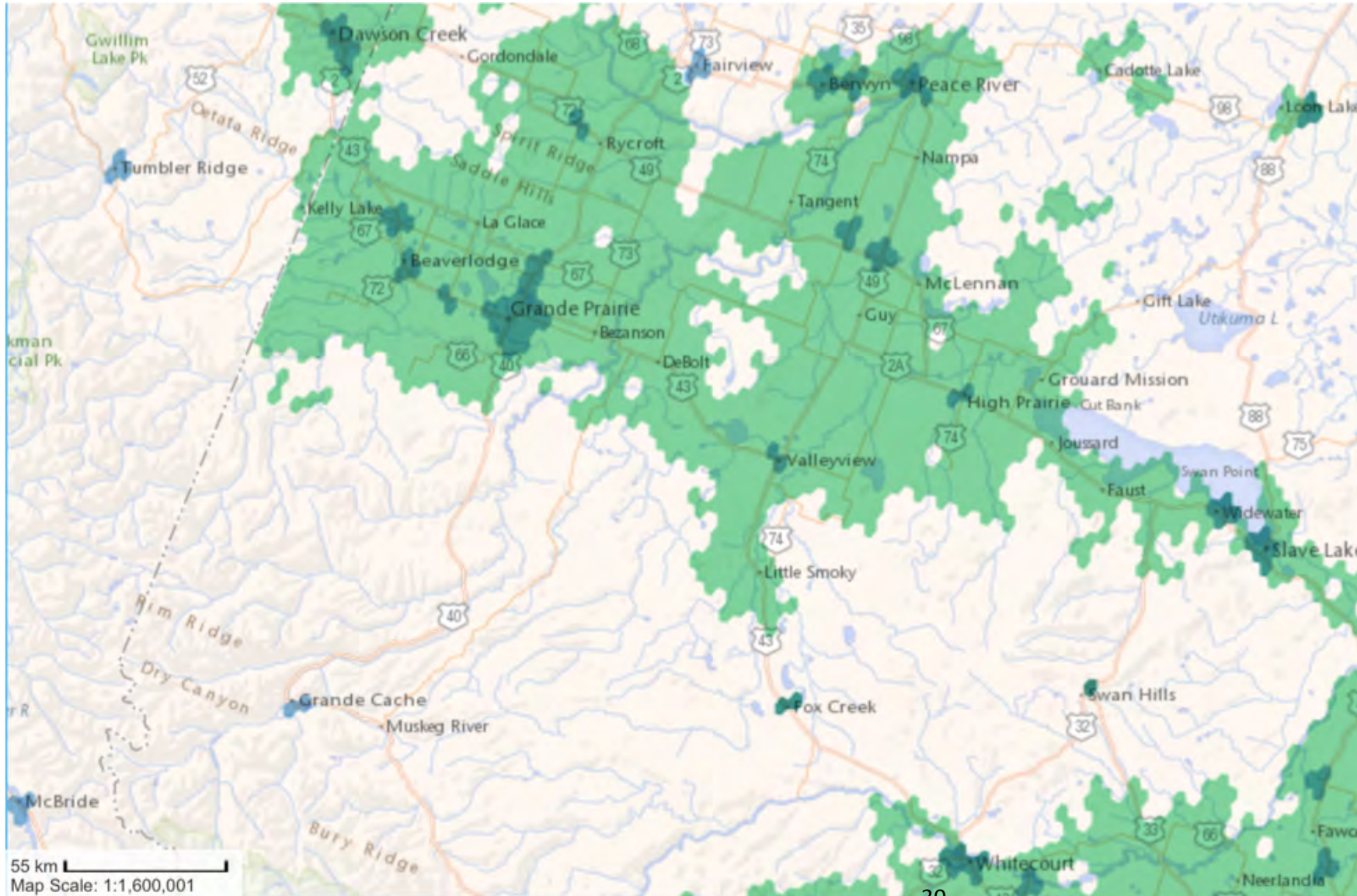
The world around us is changing fast. Everything in this chart is exponentially driven and depends on broadband infrastructure and broadband connectivity.



MD Greenview Current Situation and Scope (Discussion)



M.D. of Greenview Broadband coverage



Existing challenges in the MD Greenview

•

- Issue/Need #1: The MD has the potential for economic expansion as it contains one of the world's premier resource plays, but is lacking critical communications infrastructure.
- Issue/Need # 2: The MD currently has no overall framework in place to drive the move to a new digital economy and support communities, residents and businesses with high speed broadband connectivity.
- Issue/Need #3: The MD currently lacks a redundant and resilient network for their own communications needs.
- Discussion



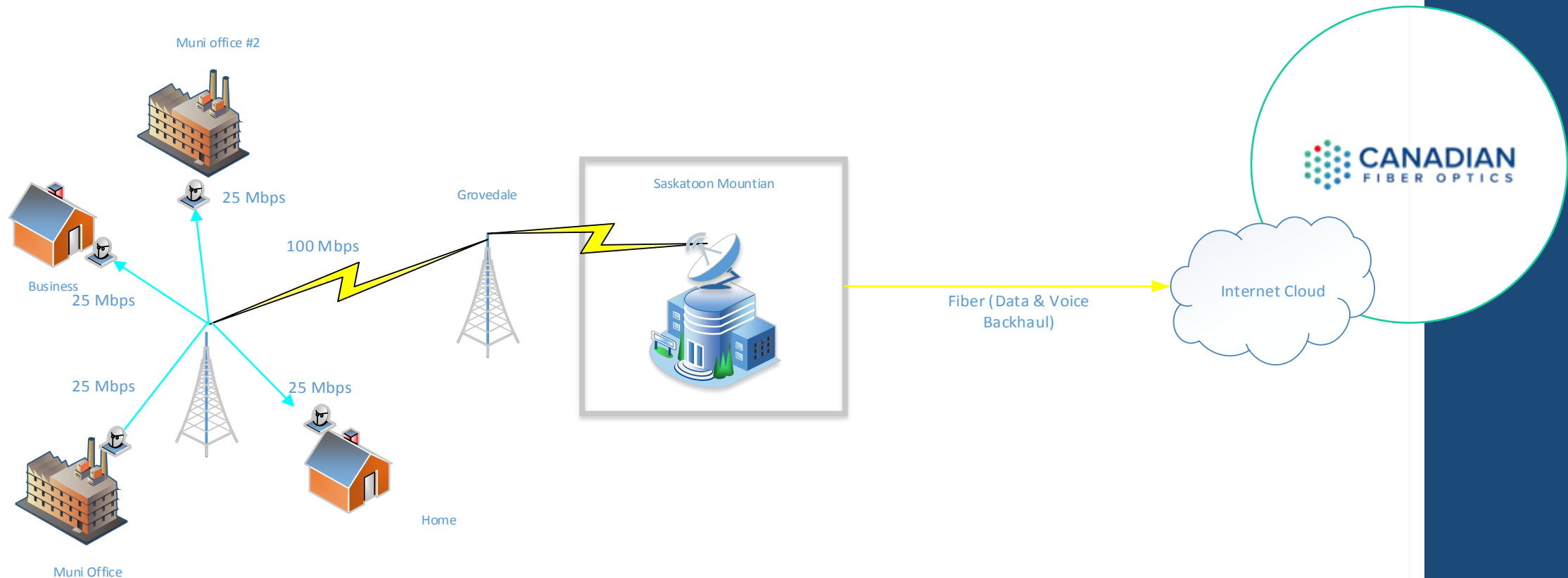
Broadband infrastructure; opportunities for the MD of Greenview

- Drives economic development
- Investment retention, attraction & expansion
- Tele - health
- Retention of youth in the community
- Distance learning initiatives
- Elderly care, Firehall and EMS services connectivity
- Environmental monitoring
- Increase use of municipal e-services for ratepayers



Grovedale Casestudy: Existing low bandwidth fixed wireless network

Current State Wireless



Public Private Collaboration (PPC)

- PPC: A new model to build open access Gigabit fiber optic networks in rural and underserved markets.
- Sharing of capital, risk and fiber infrastructure.
- **3 networks:**
 - 1. Municipal dark fiber network (fire station, municipal offices, water treatment plant & future smart city and town initiatives).
 - 2. Open access Fiber to the Home network to establish a competitive market for Internet Service Providers.
 - 3. Fiber to Tower network.

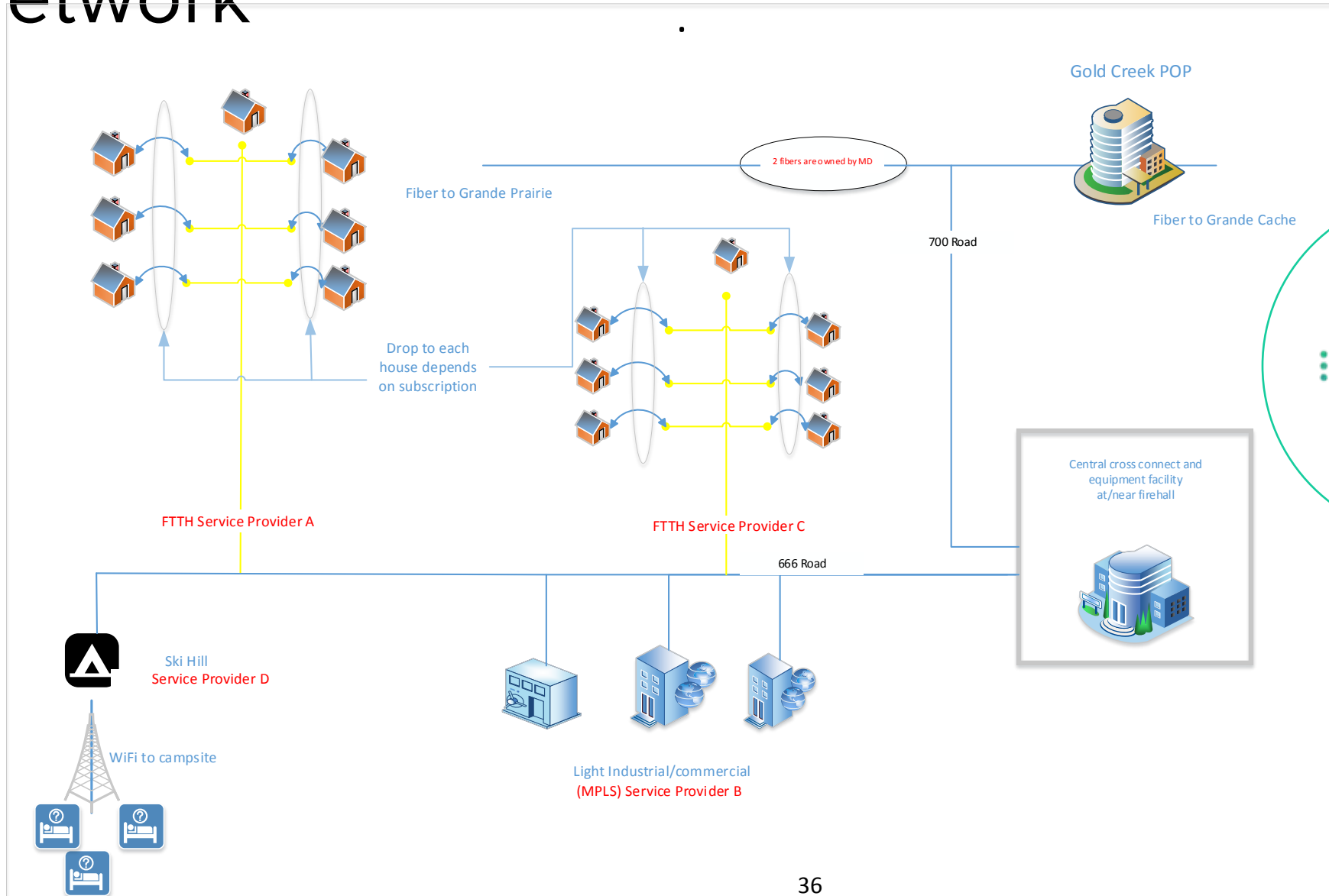


MD of Greenview PPC trial

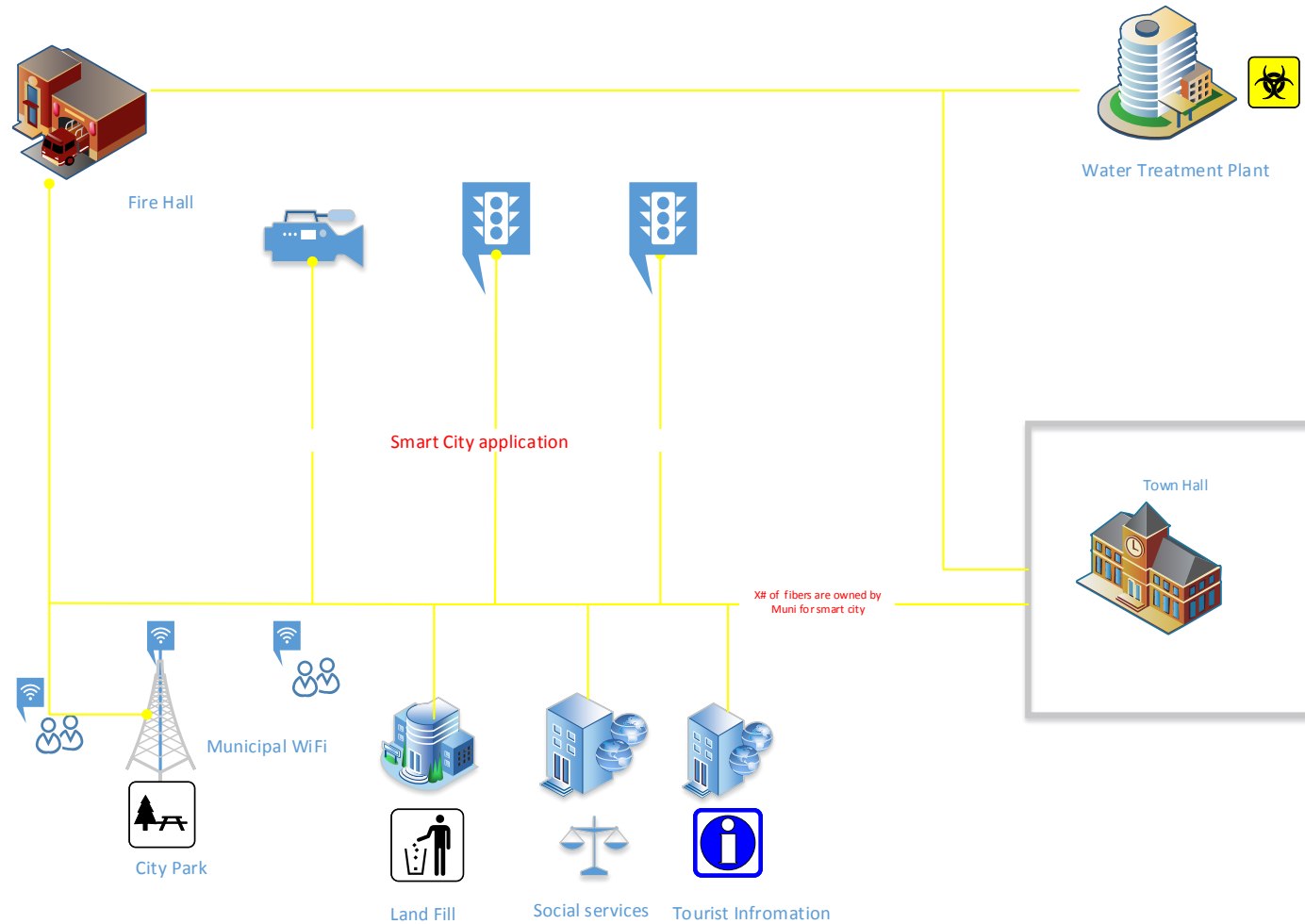
- CFOC to build fiber from Wembley to Grovedale
- Connect MD office and Fire Station
- Provide lit services for redundancy
- 2 Strand IRU from Wembley to Grovedale (25 year term)
- Construct new Point of Presence (POP) near Grovedale Firehall
- CFOC to design and build Fiber to the Home gigabit network for Grovedale and Landry Heights and to support future ASP growth plan.
- 2 Strand IRU from Grovedale to Grande Cache (25 year term)
- Construct new POP at Gold Creek to provide future service for Tri-Municipal Industrial Park.



Grovedale Casestudy: proposed Gigabit network



Proposed Municipal fiber access network



Next steps

Discussion

Follow – up meeting





REQUEST FOR DECISION

SUBJECT: Klassen Brothers Presentation – Greenview’s Gravel Haul Rates
SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION
MEETING DATE: March 26, 2018 CAO: MH 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 Klassen Brothers regarding Greenview’s Gravel Haul Rates for information, as presented.

BACKGROUND/PROPOSAL:

A representative from Klassen Brothers would like to discuss with Council this year’s gravel haul rates. Klassen Brothers has included a spreadsheet that shows the tonne/km rate that is being received worked back to an hourly rate.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of accepting the presentation is to confirm receipt of the Council update on the Klassen Brothers Presentation.
-

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.

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):

- Tonne/Km Rate Spreadsheet

Valleyview Hunke Haul

	Tonnes	Kms	Loading Factor	\$/tonne km	Revenue	Hours	\$/Hour
20-Feb-18	47.42	109	\$ 1.00	\$ 0.12	\$ 667.67	10.5	\$ 63.59
21-Feb-18	75.59	109	\$ 1.00	\$ 0.12	\$ 1,064.31	10.5	\$101.36
22-Feb-18	111.06	109	\$ 1.00	\$ 0.12	\$ 1,563.72	12.5	\$125.10
23-Feb-18	112.62	109	\$ 1.00	\$ 0.12	\$ 1,585.69	13	\$121.98
24-Feb-18	107.32	109	\$ 1.00	\$ 0.12	\$ 1,511.07	13.5	\$111.93
26-Feb-18	85.44	109	\$ 1.00	\$ 0.12	\$ 1,203.00	11	\$109.36
27-Feb-18	117.99	109	\$ 1.00	\$ 0.12	\$ 1,661.30	12	\$138.44
28-Feb-18	113.4	109	\$ 1.00	\$ 0.12	\$ 1,596.67	12.5	\$127.73
1-Mar-18	109.32	109	\$ 1.00	\$ 0.12	\$ 1,539.23	12.5	\$123.14
5-Mar-18	111.51	109	\$ 1.00	\$ 0.12	\$ 1,570.06	12	\$130.84
6-Mar-18	121.07	109	\$ 1.00	\$ 0.12	\$ 1,704.67	12	\$142.06

Finished this haul

2016 ARCA rate for tandem and
tri pup is \$158/hr
89% is \$140.62/hr

947 to VV 8 Mile Haul

	Tonnes	Kms	Loading Factor	\$/tonne km	Revenue	Hours	\$/Hour
12-Mar-18	83.04	152	\$ 1.00	\$ 0.12	\$ 1,597.69	15	\$ 106.51
13-Mar-18	109.84	152	\$ 1.00	\$ 0.12	\$ 2,113.32	16.00	\$ 132.08
14-Mar-18							

FTR Haul

	Tonnes	Kms	Loading Factor	\$/tonne km	Revenue	Hours	\$/Hour
28-Feb-18	196.72	29	\$ 1.00	\$ 0.14	\$ 995.40	10	\$ 99.54
1-Mar-18	200.26	29	\$ 1.00	\$ 0.14	\$1,013.32	10	\$ 101.33
4-Mar-18	173.42	29	\$ 1.00	\$ 0.14	\$ 877.51	9	\$ 97.50
5-Mar-18	262.9	29	\$ 1.00	\$ 0.14	\$1,330.27	11	\$ 120.93
6-Mar-18	203.32	29	\$ 1.00	\$ 0.14	\$1,028.80	10	\$ 102.88
7-Mar-18	174.22	29	\$ 1.00	\$ 0.14	\$ 881.55	9	\$ 97.95
8-Mar-18	204.74	29	\$ 1.00	\$ 0.14	\$1,035.98	10	\$ 103.60
9-Mar-18	176.92	29	\$ 1.00	\$ 0.14	\$ 895.22	10.5	\$ 85.26
10-Mar-18	212.17	29	\$ 1.00	\$ 0.14	\$1,073.58	9.5	\$ 113.01
11-Mar-18	225.69	29	\$ 1.00	\$ 0.14	\$1,141.99	10	\$ 114.20
12-Mar-18	225.98	29	\$ 1.00	\$ 0.14	\$1,143.46	10	\$ 114.35
13-Mar-18	228.14	29	\$ 1.00	\$ 0.14	\$1,154.39	10.5	\$ 109.94



REQUEST FOR DECISION

SUBJECT: **Terrapin Geothermics**
SUBMISSION TO: REGULAR COUNCIL MEETING
MEETING DATE: March 26, 2018
DEPARTMENT: ECONOMIC DEVELOPMENT
STRATEGIC PLAN: Level of Service

REVIEWED AND APPROVED FOR SUBMISSION
CAO: MH
GM: DM

MANAGER:
PRESENTER: KK

RELEVANT LEGISLATION:

Provincial (cite) – N/A

Council Bylaw/Policy (cite) – N/A

RECOMMENDED ACTION:

MOTION: That Council accept the presentation from Terrapin Geothermics regarding the results of the geothermal study as presented, for information.

BACKGROUND/PROPOSAL:

In June 2017 Greenview contracted Terrapin Geothermics to conduct a review of target oilfield wells in the Fox Creek area to utilize for geothermal heat and energy. Phase One of this study is complete and will be presented by Terrapin Geothermics showing the viability of the identified wells, potential next steps, potential funding options and discussing over all viability of moving this opportunity forward. The results of this geothermal study will support or refute the concept of developing green industrial and residential developments to be located near the Town of Fox Creek.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of accepting the presentation for information is to confirm receipt of the Council update on the Geothermic Study.
-

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.

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



REQUEST FOR DECISION

SUBJECT:	Schedule of Fees Bylaw 18-790		
SUBMISSION TO:	REGULAR COUNCIL MEETING	REVIEWED AND APPROVED FOR SUBMISSION	
MEETING DATE:	March 26, 2018	CAO: MH	MANAGER: SAR
DEPARTMENT:	PLANNING & DEVELOPMENT	GM: GG	PRESENTER: SAR
STRATEGIC PLAN:	Development		

RELEVANT LEGISLATION:

Provincial (cite) –N/A

Council Bylaw/Policy (cite) – Schedule of Fees Bylaw 18-790

RECOMMENDED ACTION:

MOTION: That Council give first reading to Bylaw 18-790 Schedule of Fees Bylaw.

BACKGROUND/PROPOSAL:

Each year, Greenview department managers review the Schedule of Fees Bylaw for modifications or additions needed to the Schedule of Fees (see attached Schedule 'A'). The Schedule of Fees Bylaw 17-784 was before Council in 2017 and adopted on July 25, 2017 (see attached Schedule 'B').

Agricultural Services is requesting Council's approval of various revisions due to the changes in availability of rental equipment and the cost of removing contaminated soil.

Environmental Services is requesting Council's approval of an increase in the cost of replacement lagoon keys from \$50 to \$150. This is to ensure the replacements cost the same as the initial key.

Operations is requesting Council's approval of an increase of the Community Aggregate Payment Levy fee, per tonne. The increase will be from \$0.20 per tonne to \$0.40 per tonne, in accordance with the Municipal Government Act Regulation amendment.

Planning and Development is requesting Council's approval of various revisions, due to the changes in availability and licensing of information, as well as increased costs incurred to provide the services. On May 16, 2017 Accurate Assessment was contacted to clarify what information was available. It was learned that other municipalities have decided to supply landowner mapping information on their websites, making the online ownership information available to the public at no cost. As we do not provide these online, it would be beneficial for Greenview to continue to sell printed Landowner Sheet Maps 1 to 5 from our reception areas.

Listed below are the proposed modifications and additions to the Schedule of Fees.

Agricultural Services

New location addition. Bale Wagon rental option in Grovedale. \$150.00 Each Day (3 day max if lineup)

Pressure Washer on Trailer rental option in Valleyview. \$50.00 Each Day (3 day max if lineup)

Removal of Contaminated Soil. \$60.00 per hour plus disposal fee

Environmental Services

Increasing Replacement Lagoon Key fee. \$150 per replacement key

Operations

Increasing Community Aggregate Payment Levy fee. \$0.40 per tonne

Planning and Development

Removal of Sections 3(k) to 3(s) Development Permit Fees: Construction commencing before obtaining a Development Permit. These fees are now addressed in the Land Use Bylaw.

Developer's Area Structure Plan Amendment Request. This includes the text, mapping completed by the Public Engagement stage. \$10,000.00

Development Agreement Review. \$ 3,000.00

Variance Request. \$160.00 per parcel

Environmental Site Assessment Inquiries. \$200.00 per parcel

Removal of Schedule "B" GIS Map Pricing. We are no longer able to provide them to the public due to limited licensing requirements. Tarin Ortho Imagery no longer provides our aerial data and the imagery is not available per layer per township. AltaLIS now has open data, meaning the data is available directly from them. Digital pictures of property improvements are collected by our assessors for our internal use only. EUB & Lease Data is not available for sale as Greenview has been issued a license for our use only.

Increasing of Orthographic Printing fees. Colour 8 ½" x 11" orthographic (aerial) photo: \$10.00 residents, \$15.00 non-residential. Colour 11" x 17" orthographic (aerial) photo: \$20.00 residents, \$25.00 non-residential.

Updating of Cadastral Map Pricing. Greenview can no longer sell digital (PDF) versions of our cadastral maps. Base Maps include the contours showing elevation changes every 50 meters, starting at 250 meters and this information is now available from AltaLIS. Additionally, Greenview is not permitted to sell Oil and Gas Wells & Pipeline information due to limited licensing. The suggested price for hardcopy landownership maps are \$25 per sheet.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council adopting the revised 2018 Schedule of Fees Bylaw 18-790 is that it will allow Administration to implement the suggested additions to the Schedule of Fees Bylaw.

DISADVANTAGES OF THE RECOMMENDED ACTION:

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

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to table the Motion until a later date.

FINANCIAL IMPLICATION:

Direct Costs: There are no direct costs associated from the recommendation.

Ongoing / Future Costs: 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 advertise the revised Schedule of Fees Bylaw where applicable.

ATTACHMENT(S):

- New Schedule of Fees Bylaw 18-790 – Schedule ‘A’
- Bylaw No. 17-784 – Schedule ‘B’
- Bylaw 18-790



Schedule 'A'
Schedule of Fees
 Bylaw 18-790

Community Services

	Description	GST Status	Fee in \$
A. Agricultural Services			
<i>All decisions being at the Agricultural Fieldsman's discretion</i>			
1.	Haying or Pasturing Permits		
i.	Application fee		\$100.00
ii.	<i>plus annual per acre charge</i>		\$15.00
2.	Spray Exemption Signs		
i.	Spray Exemption Signs (One-time fee only)	T	Free
ii.	Lost or Replacement Signs, each	T	\$30.00
3.	Guides		
i.	Guide to Crop Protection - Chemical/Cultural	T	\$12.00
ii.	Weed Seedling Guide	T	\$10.00
iii.	Nutrition and Feeding Management for Horse Owners	T	\$20.00
iv.	Horse Health	T	\$15.00
4.	Picnic Tables		
i.	Non-profit organizations - community event		No charge
ii.	Private affair, non-public event - maximum of 10 days	T	\$10.00/day
iii.	Delivery charge, per loaded kilometer	T	\$2.00/km
5.	Barbecue		
i.	Non-profit organizations - community event		No charge
ii.	Private affair, non-public event - maximum of 10 days	T	\$100.00/day
iii.	Deposit (all organizations)	E	\$200.00
iv.	Delivery charge, per loaded kilometer	T	\$2.00/km
6.	Weed & Insect Control Equipment		
i.	Field Sprayer c/w GPS <i>All Locations</i>	T	\$50.00 Each Day (3 Days Maximum if Lineup)



Schedule 'A'
Schedule of Fees
 Bylaw 18-790

	Description	GST Status	Fee in \$
ii.	Boomless Sprayer <i>Valleyview</i>	T	\$20.00 Each Day (3 Days Maximum if Lineup)
iii.	Water Tank on Trailer (for spraying) <i>Valleyview, Grovedale</i>	T	\$25.00 Each Day (3 Days Maximum if Lineup)
iv.	Estate Sprayer (Pull type) <i>All Locations</i>	T	\$20.00 Each Day (3 Days Maximum if Lineup)
v.	Estate Sprayer (3 Point Hitch) <i>Valleyview</i>	T	\$20.00 Each Day (3 Days Maximum if Lineup)
vi.	Quad Wick Applicator <i>All Locations</i>	T	\$10.00 Each Day (3 Days Maximum if Lineup)
vii.	Quad Mount Sprayer <i>All Locations</i>	T	\$10.00 Each Day (3 Days Maximum if Lineup)
viii.	Backpack Sprayer (15 Liters) <i>All Locations</i>	T	\$5.00 Each Day (3 Days Maximum if Lineup)
ix.	Hand Wick Applicator (Holds 600 ml.) <i>All Locations</i>	T	Free First 3 Days, \$5.00 Each Additional Day. (3 Days Maximum if Lineup)
x.	Granular Pesticide Bait Applicator (Holds 135 lbs Bran) <i>Valleyview</i>	T	\$30.00 Each Day (3 Days Maximum if Lineup)



Schedule 'A'
Schedule of Fees
 Bylaw 18-790

	Description	GST Status	Fee in \$
7.	Spreaders		
i.	Manure Spreader <i>Valleyview, Grovedale</i>	T	\$200.00 Each Day (3 Days Maximum if Lineup)
ii.	Fertilizer Spreader <i>Valleyview</i>	T	\$100.00 Each Day (3 Days Maximum if Lineup)
8.	Earth Moving Equipment		
i.	1000 Earth Mover <i>Valleyview, Crooked Creek</i>	T	\$200.00 Each Day (3 Days Maximum if Lineup)
ii.	900 Earth Mover <i>Grovedale</i>	T	\$150.00 Each Day (3 Days Maximum if Lineup)
iii.	425 Earth Mover <i>Grovedale</i>	T	\$100.00 Each Day (3 Days Maximum if Lineup)
iv.	12' Pull-Type Blade <i>Valleyview</i>	T	\$50.00 Each Day (3 Days Maximum if Lineup)
v.	Vee Ditcher <i>Valleyview</i>	T	\$50.00 Each Day (3 Days Maximum if Lineup)
9.	Post Pounders		
i.	Post Pounder <i>All Locations</i>	T	\$125.00 Each Day (3 Days Maximum if Lineup)
10.	Bin Crane		
i.	Bin Crane <i>Valleyview, Grovedale</i>	T	\$100.00 Each Day (3 Days Maximum if Lineup)



Schedule 'A'
Schedule of Fees
 Bylaw 18-790

	Description	GST Status	Fee in \$
11.	Cattle Equipment		
i.	Cattle Squeeze <i>All Locations</i>	T	\$25.00 Each Day (3 Days Maximum if Lineup)
ii.	Loading Chute <i>All Locations</i>	T	\$25.00 Each Day (3 Days Maximum if Lineup)
iii.	Panel Trailer <i>Valleyview, Grovedale</i>	T	\$25.00 Each Day (3 Days Maximum if Lineup)
iv.	Spare Panels <i>Crooked Creek, Grovedale</i>	T	Free First 3 Days, \$5.00 Each Additional Day
v.	Dehorner, Gougers, Burdizzo Clamps <i>Valleyview</i>	T	Free First 3 Days, \$5.00 Each Additional Day
vi.	Tag Reader <i>Valleyview</i>	T	Free, \$100.00 Deposit Required (3 Days Maximum if Lineup)
12.	Conservation Equipment		
i.	50' Heavy Harrow with Granular Applicator <i>Valleyview</i>	T	\$150.00 Each Day (3 Days Maximum if Lineup)
ii.	33' Heavy Harrow with Granular Applicator <i>Grovedale</i>	T	\$150.00 Each Day (3 Days Maximum if Lineup)
iii.	30' Land Roller <i>Valleyview, Grovedale</i>	T	\$200.00 Each Day (3 Days Maximum if Lineup)



Schedule 'A'
Schedule of Fees
 Bylaw 18-790

	Description	GST Status	Fee in \$
iv.	14' Disc <i>Grovedale</i>	T	\$250.00 Each Day (3 Days Maximum if Lineup)
v.	No Till Drill <i>Valleyview</i>	T	\$150.00 Each Day (3 Days Maximum if Lineup)
13. Broadcast Seeders			
i.	Truck Mount Seeder <i>Valleyview</i>	T	\$10.00 Each Day (3 Days Maximum if Lineup)
ii.	Quad Mount Seeder <i>Valleyview</i>	T	\$10.00 Each Day (3 Days Maximum if Lineup)
iii.	Hand Seeder <i>Valleyview</i>	T	Free First 3 Days, \$5.00 Each Additional Day
14. Water Pumping Equipment			
i.	Water Pump and Pipe Trailer (AB. Agriculture Unit) <i>Valleyview</i>	T	\$250.00 Each Day (3 Days Maximum if Lineup)
15. Miscellaneous Equipment			
i.	Bag Roller <i>Valleyview</i>	T	\$125.00 Each Day (3 Days Maximum if Lineup)
ii.	Survey Equipment <i>Valleyview</i>	T	\$10.00 Each Day (3 Days Maximum if Lineup)
iii.	Metal Detector <i>Valleyview</i>	T	\$10.00 Each Day (3 Days Maximum if Lineup)



Schedule 'A'
Schedule of Fees
 Bylaw 18-790

	Description	GST Status	Fee in \$
iv.	Hay Sampler, Measuring Wheel, Bin Probe, Soil Sampler <i>Valleyview</i>	T	Free First 3 Days, \$5.00 Each Additional Day
v.	Scare Cannons <i>Valleyview</i>	T	Free First 3 Days, \$5.00 Each Additional Day
vi.	Rodent Traps (Two Styles) <i>Valleyview</i>	T	\$10.00 Each Day, \$100 Deposit Required (3 Days Maximum if Lineup)
vii.	Grain Vacuum <i>Valleyview</i>	T	\$50.00 Each Day (3 Days Maximum if Lineup)
viii.	Bale Wagon <i>Valleyview, Grovedale</i>	T	\$150.00 Each Day (3 Days Maximum if Lineup)
ix.	Pressure Washer on Trailer <i>Valleyview</i>	T	\$50.00 Each Day (3 Days Maximum if Lineup)
16.	Recovery of A.S.B. Equipment **Minimum one hour charge for recovery of equipment**		
i.	Recovery of rental equipment requiring 1-ton min. for transport	T	\$100.00/hr
ii.	Recovery of rental equipment requiring vehicle under 1-ton for transport	T	\$75.00/hr
iii.	Cleaning (when equipment is returned unclean)	T	\$60.00/hr
iv.	Removal of contaminated soil	T	\$60.00/hr + Disposal Fee
17.	Adult Wolf Carcass	E	\$300.00



Schedule 'A'
Schedule of Fees
 Bylaw 18-790

	Description	GST Status	Fee in \$
B. Family and Community Support Services			
1.	Home Support <i>*This fee can be varied as evaluated and approved by the FCSS Manager.</i>	E	\$20.00*



Schedule 'A'
Schedule of Fees
 Bylaw 18-790

Corporate Services

	Description	GST Status	Fee in \$
A. Finance & Administration			
1. Photocopying			
i.	Tax, Utilities, and other documents	T	\$0.50/page
ii.	Minutes or Bylaws	T	\$1.00/page
2. Documents			
i.	Planning or otherwise, any size	T	\$10.00
ii.	Faxed Copies (incoming/outgoing)	T	\$1.00/page
iii.	Access to Information (FOIP), Research	T	\$25.00/hr
3. Taxes			
i.	Tax certificate to registered landowner	E	No charge
ii.	Tax certificate to others	E	\$50.00/roll number
iii.	Tax Search to others	E	\$50.00/roll number
iv.	Online Tax Certificate to others	E	\$25.00
v.	Online Tax Search	E	\$15.00
vi.	Tax Notification Charges	E	\$75.00
4. Assessment			
i.	Assessment record to landowner	E	\$5.00/roll number
ii.	Assessment record to others	E	\$10.00/roll number



Schedule 'A'
Schedule of Fees
 Bylaw 18-790

Infrastructure & Planning

	Description	GST Status	Fee in \$
A. Infrastructure & Planning			
1. Road Allowance License			
i.	Road Allowance License, application fee	E	\$100.00
ii.	<i>plus</i> advertising costs, <i>plus</i> per quarter section or portion thereof, per year	E	\$10.00
2. Road Closure			
i.	Application Fee	E	\$1,500.00
ii.	Sale of Road Allowance for the purpose of road closure. As determined by Accurate Assessment.	E	Fair Market Value
3. Approaches			
i.	Approach Application Request fee (non-refundable)	E	\$175.00/per approach
ii.	Construction: Gravel Approach	E	\$2000.00/per approach
iii.	Upgrade/Relocation: Gravel Approach	E	\$2500.00/per approach
iv.	Construction: Asphalt Approach	E	\$5000.00/per approach
v.	Upgrade/Relocation: Asphalt Paved Approach	E	\$5500.00/per approach
4. Inspections			
i.	Seismic pre-inspections, per occurrence	E	\$100.00
ii.	Seismic post-inspections, per occurrence	E	\$100.00
iii.	Seismic non-compliance, per inspection	E	\$100.00
5. Land Acquisition			
i.	Right of Way from properties up to 40 acres	T	See Schedule "A"
ii.	Right of Way from properties over 40 acres	T	\$2400.00 /acre
iii.	Right - of-Way: from properties minimum payment	T	\$150.00/per occurrence



Schedule 'A'
Schedule of Fees
 Bylaw 18-790

	Description	GST Status	Fee in \$
iv.	On parcels more than 40 acres, where an existing residence is on the property, for up to 50 meters each side of the residential driveway	T	\$3,000/acre
v.	Borrow Pit Acquisition	T	\$1.00/m ³
6. Fencing			
i.	Removal of old fence by landowner	T	\$2,000/mile (1,250/km)
ii.	Removal of old fence by M.D. without replacement	T	\$1,000/mile (625/km)
iii.	Replacement of old fence by landowner with MD supplying material	T	\$4,000/mile (2,500/km)
iv.	Replacement of old fence by landowner including labour and materials	T	\$8,000/mile (5,000/km)
v.	Replacement of old fence by M.D.	T	No Compensation

B. Environmental Services			
<i>Accounts for metered services and bulk accounts if not paid within 30 days of the billing date will incur a 1.5% penalty monthly.</i>			
<i>Where work is done at cost, the cost will include the amount expended by Greenview for all expenditures incurred doing the work, including administration. All invoices will be paid within 30 days of billing. If not paid within 30 of billing, are subject to interest.</i>		<i>1.5% penalty/month</i>	
1. Requested Turn on/Shut off of Service Curb Stop			
i.	Regular Hours	T	\$20.00 Flat Rate
ii.	After Hours	T	\$80.00/hr
2. Hamlet Water Distribution Systems (DeBolt & Ridgevalley)			
i.	Residential Rate (0 - 30 m ³ /month)	E	\$3.50/m ³
ii.	Residential Rate (Over 30m ³ /month)	E	\$4.00/m ³
iii.	Non Residential Rate	E	\$4.00/m ³



Schedule 'A'
Schedule of Fees
 Bylaw 18-790

	Description	GST Status	Fee in \$
iv.	Installation Fee	E	\$8,000.00 deposit (based on actual invoice)
v.	Connection Fee	E	\$500.00 per service
vi.	Utilities Account Deposit	E	\$100.00
3.	Hamlet Water Distribution System (Little Smoky)		
i.	Residential Rate (0-30 m ³ /month)	E	\$3.50/m ³
ii.	Residential Rate (Over 30m ³ /month)	E	\$4.00/m ³
iii.	Non Residential Rate	E	\$4.00/m ³
iv.	Connection Fee	E	\$12,500.00
v.	Utilities Account Deposit	E	\$100.00
4.	Rural Water Distribution System (Valleyview)		
i.	Residential Rate (Over 30m ³ /month)	E	\$10.00/m ³
ii.	Non Residential Rate	E	\$10.00/m ³
iii.	Connection Fee	E	\$12,500.00 connection fee/per service
iv.	Utilities Account Deposit	E	\$100.00
v.	Water Meter Damage (Owner Responsibility)	T	based on actual replacement costs
5.	Rural Water Distribution System (Crooked Creek)		
i.	Residential Rate (0-30 m ³ /month)	E	\$3.50/m ³
ii.	Residential Rate (Over 30m ³ /month)	E	\$10.00/m ³
iii.	Non Residential Rate	E	\$10.00/m ³
iv.	Connection Fee	E	\$12,500.00
v.	Utilities Account Deposit	E	\$100.00
	Rural Water Distribution System (Ridgevalley)		
i.	Residential Rate (0-30 m ³ /month)	E	\$3.50/m ³
ii.	Residential Rate (Over 30m ³ /month)	E	\$10.00/m ³
iii.	Non Residential Rate	E	\$10.00/m ³
iv.	Connection Fee	E	\$12,500.00
v.	Utilities Account Deposit	E	\$100.00



Schedule 'A'
Schedule of Fees
 Bylaw 18-790

	Description	GST Status	Fee in \$
6.	Water Point Facilities		
i.	Potable Water Points Residential/Agriculture	E	\$3.50/m ³
ii.	Potable Water Points Commercial	E	\$8.50/m ³
iii.	Non-Potable Water Points	E	\$2.00/m ³
7.	Gravity Wastewater Collection System (DeBolt & Ridgevalley)		
i.	Sanitary Service Installation Fee	E	\$8,000.00 deposit (based on actual invoice)
ii.	Connection Fee	E	\$500.00 per service
8.	Low Pressure Wastewater Collection System (Little Smoky & Grovedale & Ridgevalley)		
i.	Sanitary Service Installation Fee	E	\$8,000.00 deposit (based on actual invoice)
ii.	Connection Fee	E	\$500.00 per service
9.	Septage Classification		
i.	Residential – Single Family Dwelling	E	\$24.00 /month
ii.	Residential – Duplex (per dwelling unit)	E	\$24.00 /month
iii.	Residential – Multi Family Dwelling (per self-contained dwelling unit)	E	\$24.00 /month
iv.	Commercial – General Store	E	\$36.00 /month
v.	Commercial – Laundromat	E	\$56.00 /month
vi.	Commercial – Hotels (rooms & beer parlor)	E	\$80.00 /month
vii.	Commercial – Cafes	E	\$48.00 /month
viii.	Commercial – Garages	E	\$48.00 /month
ix.	Commercial – Office	E	\$36.00 /month



Schedule 'A'
Schedule of Fees
 Bylaw 18-790

	Description	GST Status	Fee in \$
x.	Commercial – Not elsewhere classified	E	\$36.00 /month
xi.	Community Halls & Other Recreation Facilities	E	\$48.00 /month
xii.	Churches	E	\$24.00 /month
xiii.	Schools (per classroom)	E	\$24.00 /month
xiv.	Royal Canadian Legion Hall	E	\$24.00 /month
xv.	Senior Citizen's Drop-In Centre	E	\$24.00 /month
10. Wastewater Lagoon			
i.	Commercial/Industrial Tipping Rate	T	\$7.50/m ³
Lagoon Keys			
i.	Key (Initial/replacement)	T	\$150.00

C. Operations			
<i>Greenview's Equipment Rates will be the same as the EOIP rates</i>			
1. Snowplowing Signs			
i.	Any driveway beyond 400 meters	T	\$50.00
ii.	<i>plus:</i> for time over the first ½ hour	T	\$100.00/hr
iii.	Lost or replacement signs	T	\$30.00/hr
2. Culverts – used or salvaged			
i.	500 mm or less	T	\$13.00/meter
ii.	600 mm	T	\$15.00/meter
iii.	700 mm	T	\$16.00/meter
iv.	800 mm	T	\$25.00/meter
v.	900 mm	T	\$28.00/meter
vi.	1000 mm	T	\$29.00/meter
vii.	1200 mm or greater	T	\$30.00/meter
3. Grade Blades			
i.	Used	T	\$5.00/each



Schedule 'A'
Schedule of Fees
 Bylaw 18-790

	Description	GST Status	Fee in \$
4.	Dust Control		
i.	Application of calcium product for residents and landowners (up to April 15 th each year)	E	\$150.00 per 200 meters
ii.	<i>plus:</i> for sections over 200 meters	E	\$5.35/meter
iii.	Application of calcium product for multi-parcel subdivisions	E	\$100.00 per 100 meters
iv.	Application of calcium product for industrial and road use agreement holders (up to April 15 th each year)	E	\$1605.00 per 300 meters
v.	<i>plus:</i> for sections over 300 meters	E	\$5.35/meter
5.	Road Bond		
i.	Overload Road Bond Fees (non-refundable payment)	E	\$1,125.00/km
ii.	<i>plus:</i> Security Deposit (refundable subject to final inspections)	E	\$6,375.00/km
iii.	Fixed Fee for the TRAVIS MJ Permitting System	E	\$15.00 per permit
6.	Community Aggregate		
i.	Community Aggregate Payment Levy	E	\$0.40/tonne

D. Planning and Development			
1.	Planning Bylaw (New or Amended)		
i.	Land Use Bylaw Amendment Application	E	\$800.00
ii.	Developer's Area Structure Plan	E	\$10,000.00
2.	Development Permits		
i.	Development Permit Applications	E	\$50.00 per \$100,000 or portion thereof
ii.	Variance Request	E	\$160.00
3.	Subdivisions		
i.	Subdivision Applications, Single Lot	E	\$450.00
ii.	<i>plus:</i> each additional parcel created	E	\$150.00
iii.	Subdivision Endorsement Fees, per Title Created	E	\$150.00



Schedule 'A'
Schedule of Fees
 Bylaw 18-790

	Description	GST Status	Fee in \$
4.	Subdivision and Development Appeal Board		
i.	Development Appeal Fee (refundable if successful)	E	\$500.00
ii.	Subdivision Appeal Fee (refundable if successful)	E	\$500.00
5.	Development Agreement Review	E	\$3,000.00
6.	Business Licensing		
i.	Business License Fee - new application	E	\$20.00
ii.	Business License Fee - annual renewal	E	\$10.00
7.	Rural Addressing		
i.	Rural Addressing Signage New/ Replacement	T	\$50.00 per sign
8.	Signage		
i.	Individual Lot Sign	T	\$50.00 per sign
ii.	Large Address Sign with address Tab for Subdivisions of 4 lots or greater	T	\$800.00 per sign
9.	Orthographic Printing		
	<i>Based on size and quality of paper, image and graphics.</i>		
i.	Colour 8 ½" x 11" orthographic (aerial) photo	T	\$10.00 residents, \$15.00 non-residential
ii.	Colour 11" x 17" orthographic (aerial) photo	T	\$20.00 residents, \$25.00 non-residential
10.	Cadastral Map Pricing		
i.	Hardcopy – landowner	T	\$25.00 per sheet
11.	Certificate of Compliance	E	\$100.00
12.	Letter of Concurrence for Communication Towers	E	\$100.00
13.	Environmental Site Assessment Inquiries	E	\$200.00 per parcel



Schedule 'A'
Schedule of Fees
 Bylaw 18-790

Schedule "A"

Land Acquisition
 Right of Way from properties up to 40 acres

Valleyview Area

Owner Parcel	RIGHT OF WAY FOR PROPERTIES UP TO 40 ACRES				
	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5
0-1	\$ 30,000	\$ 22,600	\$ 16,600	\$ 13,600	\$ 12,600
1-3	\$ 12,600	\$ 12,000	\$ 8,750	\$ 7,350	\$ 7,275
3-5	\$ 8,900	\$ 8,600	\$ 6,300	\$ 5,300	\$ 5,250
5-10	\$ 6,100	\$ 5,850	\$ 4,350	\$ 3,700	\$ 3,650
10-20	\$ 3,900	\$ 3,900	\$ 2,850	\$ 2,700	\$ 2,600
20-30	\$ 2,800	\$ 2,750	\$ 2,700	\$ 2,600	\$ 2,550
30-40	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
40+	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400

DeBolt Area

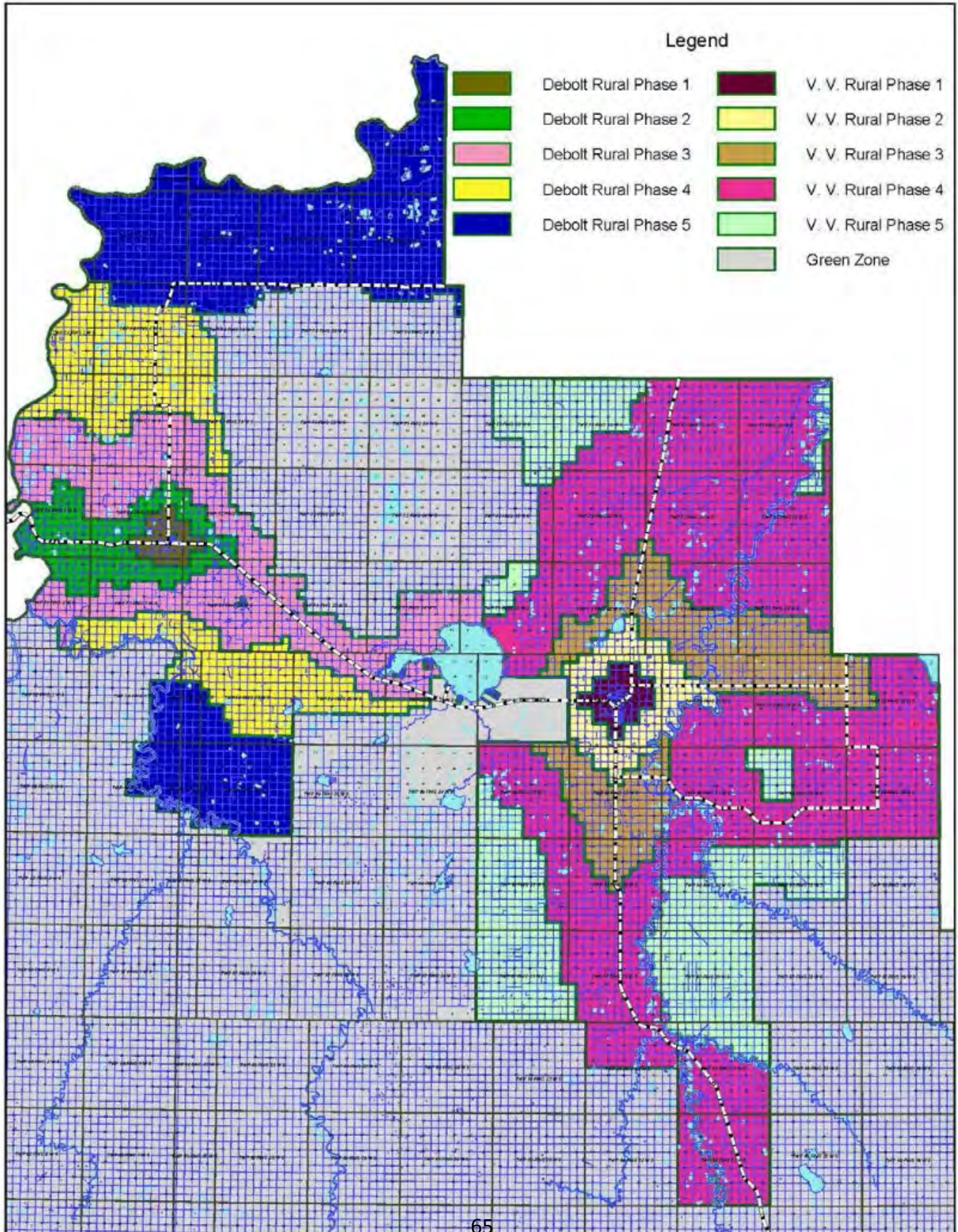
Owner Parcel	RIGHT OF WAY FOR PROPERTIES UP TO 40 ACRES				
	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5
0-1	\$ 40,600	\$ 36,600	\$ 32,600	\$ 24,600	\$ 16,600
1-3	\$ 20,600	\$ 8,600	\$ 16,400	\$ 12,600	\$ 8,600
3-5	\$ 14,750	\$ 13,250	\$ 11,600	\$ 9,050	\$ 6,200
5-10	\$ 9,900	\$ 8,900	\$ 7,850	\$ 6,150	\$ 4,250
10-20	\$ 6,250	\$ 5,650	\$ 5,000	\$ 3,950	\$ 2,850
20-30	\$ 3,810	\$ 3,950	\$ 3,550	\$ 2,850	\$ 2,700
30-40	\$ 3,450	\$ 3,150	\$ 2,800	\$ 2,500	\$ 2,500
40+	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400

Grovedale Area

Owner Parcel Size in Acres	Landry Heights Price/Acre	Grovedale Price/Acre	Aspen Grove Price/Acre	RIGHT OF WAY FOR PROPERTIES UP TO 40 ACRES					
				Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6
0-1	\$ 55,600	\$ 43,600	\$ 23,600	\$ 49,000	\$ 47,600	\$ 30,600	\$ 29,100	\$ 26,600	\$ 25,600
1-3	\$ 27,900	\$ 22,200	\$ 12,400	\$ 25,100	\$ 2,410	\$ 15,400	\$ 14,900	\$ 13,700	\$ 13,250
3-5	\$ 19,750	\$ 15,750	\$ 8,900	\$ 17,750	\$ 17,100	\$ 10,950	\$ 10,600	\$ 9,800	\$ 9,450
5-10	\$ 13,150	\$ 10,550	\$ 6,050	\$ 11,850	\$ 11,450	\$ 7,400	\$ 7,200	\$ 6,650	\$ 6,450
10-20	\$ 8,250	\$ 6,650	\$ 3,900	\$ 7,450	\$ 7,200	\$ 4,750	\$ 4,600	\$ 4,250	\$ 4,150
20-30	\$ 5,700	\$ 4,600	\$ 2,800	\$ 5,200	\$ 5,000	\$ 3,400	\$ 3,300	\$ 3,050	\$ 2,950
30-40	\$ 4,600	\$ 3,600	\$ 2,500	\$ 4,050	\$ 3,900	\$ 2,700	\$ 2,600	\$ 2,500	\$ 2,500
40+	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 12,400	\$ 2,400

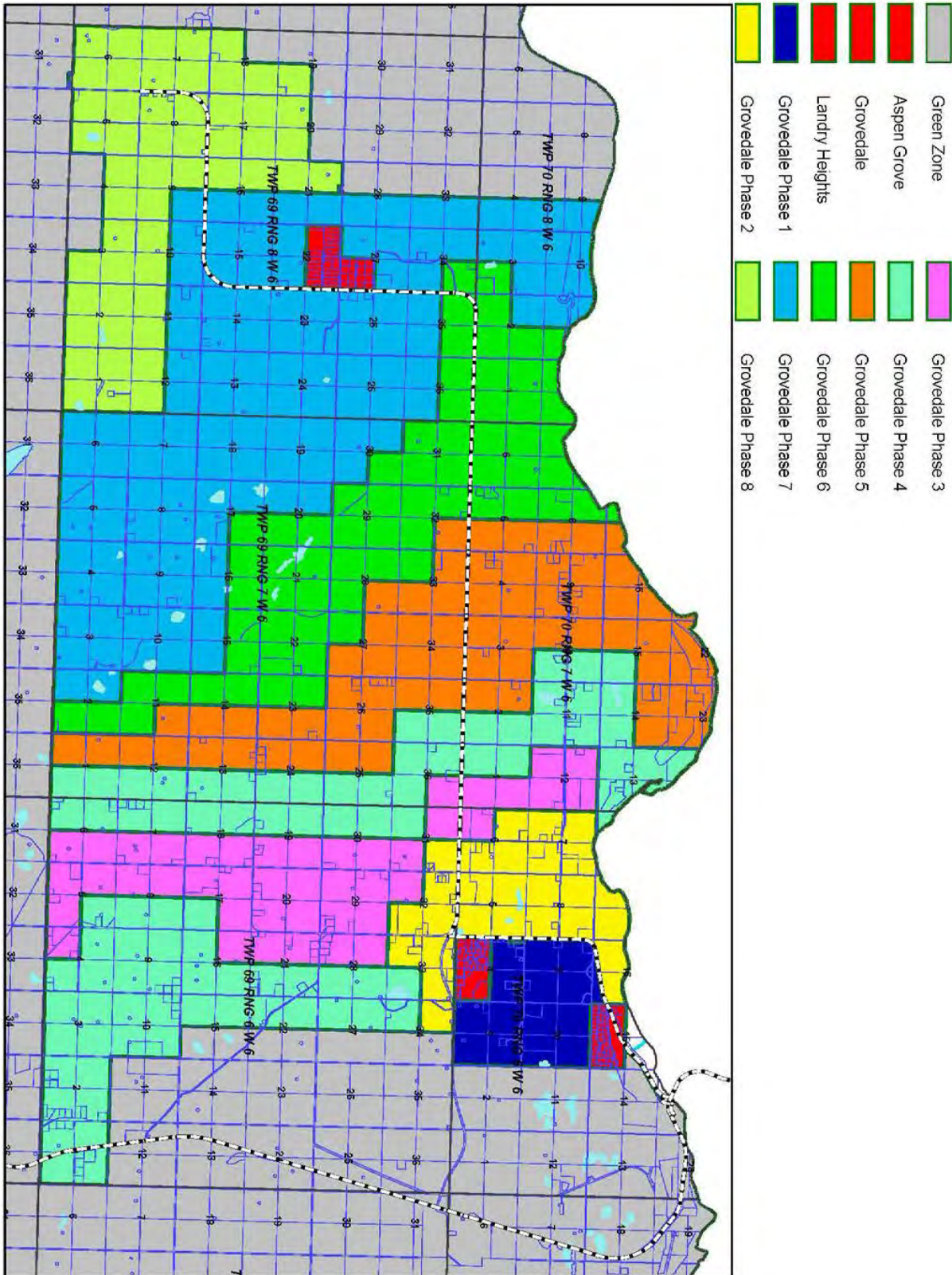


Schedule 'A'
Schedule of Fees
 Bylaw 18-790





Schedule 'A'
Schedule of Fees
 Bylaw 18-790



Legend

	Green Zone		Grovedale Phase 3
	Aspen Grove		Grovedale Phase 4
	Grovedale		Grovedale Phase 5
	Landry Heights		Grovedale Phase 6
	Grovedale Phase 1		Grovedale Phase 7
	Grovedale Phase 2		Grovedale Phase 8



Schedule 'B'

BYLAW No. 17-784
Of the Municipal District of Greenview No. 16

A Bylaw of the Municipal District of Greenview No. 16, in the Province of Alberta, for the purpose of adopting a revised Schedule of Fees, as attached to this bylaw.

Whereas, the Council of the Municipal District of Greenview No. 16, duly assembled, deems it expedient from time to time to revise the Schedule of Fees for the municipality.

Therefore, be it resolved that in accordance with the Municipal Government Act, Chapter M-26, R.S.A. and amendments thereto; the Planning Act, Chapter P-9, R.S.A. and amendments thereto; and the Municipal Taxation Act, Chapter M-31, R.S.A. and amendments thereto; that Council adopts the Schedule of Fees, attached to and forming part of this bylaw.


Municipal District of Greenview Bylaw Number 12-673 is hereby repealed.

This bylaw shall come into force and effect upon the passing of third and final reading.


Read a first time this 13th day of June A.D., 2017.

Read a second time this 13th day of June, A.D., 2017.

Read a third time and passed this 25th day of July, A.D., 2017.



REEVE



CHIEF ADMINISTRATIVE OFFICER

SCHEDULE OF FEES
(IMPOSED BY BYLAW NO. 12-673)

Amended:

The amount which the Municipal District of Greenview No. 16 may charge for the supply of information, goods and services, shall be the amounts set out opposite the section number and/or description below, plus Goods and Services Tax where applicable:

SECTION		DESCRIPTION	FEE IN \$
1 (a)	E	Tax certificate to registered landowner	N/C
1 (b)	E	Tax certificate to others per roll number	\$ 50.00
1 (c)	E	Tax Search to others per roll number	\$ 50.00
1 (d)	E	Online Tax Certificate to others	\$ 25.00
1 (e)	E	Online Tax Search	\$ 15.00
2 (a)	E	Assessment record to landowner per roll number	\$ 5.00
2 (b)	E	Assessment record to others per roll number	\$ 10.00
3		Planning & Development:	
3 (a)	E	Certificate of Compliance	\$ 100.00
3 (b)	E	Development Permit Applications, \$50 per \$100,000 or portion thereof	\$ 50.00
3 (c)	E	Development Appeal Fee (refundable if successful)	\$ 500.00
3 (d)	E	Land Use Bylaw Amendment Application	\$ 800.00
3 (e)	E	Subdivision Applications, first parcel out	\$ 450.00
3 (f)	E	- each additional parcel created	\$ 150.00
3 (g)	E	Subdivision Endorsement Fees, per Title Created	\$ 150.00
3 (h)	E	Subdivision Appeal Fee (refundable if successful)	\$ 500.00
3 (i)	E	Business License Fee - new application	\$ 20.00
3 (j)	E	Business License Fee - annual renewal	\$ 10.00
		<i>Development Permit Fees (Section 3 (k) to 3 (s): If construction commences before obtaining a Development Permit the following fees shall be applied:</i>	
3 (k)	E	Single Family Dwellings/Manufactured Homes & accessory buildings or structures. Floor Area: Equal to or greater than 1076 sq. ft. (Per Permit)	\$ 1,000.00
3 (l)	E	Multiple Residential (Per Unit)	\$ 1,000.00
3 (m)	E	Minor Home Occupations (Per Permit)	\$ 200.00
3 (n)	E	Major Home Occupations (Per Permit)	\$ 5,000.00
3 (o)	E	Commercial (Per Permit)	\$ 5,000.00
3 (p)	E	Industrial (Per Permit)	\$ 5,000.00
3 (q)	E	Signs (Per Permit)	\$ 500.00
3 (r)	E	Accessory Buildings, detached garages & structures Floor Area: Less Than: 225 sq. ft. (Per Permit)	\$ 100.00
3 (s)	E	Accessory Buildings, detached garages & structures Floor Area: Greater Than: 225 sq. ft. (Per Permit)	\$ 1,000.00
3 (s)	E	Rural Addressing Signage New/ Replacement (Per Sign)	\$ 50.00
3 (t)	E	Individual Lot Sign (Per Sign)	\$ 50.00
3 (u)	E	Large Address Sign with address Tab for Subdivisions of 4 lots or greater (Per Sign)	\$ 800.00

E= Exempt from Goods & Services Tax.

T = Tax Applicable; charge G.S.T. over and above the price shown.

SCHEDULE OF FEES
(IMPOSED BY BYLAW NO. 12-673)

Amended:

4 (a)	E	Tax Notification Charges	\$ 75.00
5		Photocopying	
5 (a)	T	Tax, Utilities, and other documents, per page	0.50
5 (b)	T	Minutes or Bylaws, per page	\$ 1.00
6	T	Documents:	
6 (a)	T	Planning or otherwise, any size	\$ 10.00
6 (b)	T	Faxed Copies, per page (incoming/outgoing)	\$ 1.00
6 (c)	T	Access to Information (FOIP), Research - per hour	\$ 25.00
7 (a)	E	N.S.F. cheques or closed account cheques	\$ 50.00
8		Maps and Photos:	
8(a)	T	- Ortho Printing and Plotting - refer to Schedule "A" attached	
8(b)	E	- GIS Maps - refer to Schedule "B" attached	
8(c)	T	- Cadastral Maps - refer to Schedule "C" attached	
	T	Picnic Tables:	
8(d)	T	- Non-profit organizations - community event	no charge
8(e)		- Private affair, non-public event - maximum of 10 days	\$10.00/day
8(f)	E	- Delivery charge, per loaded kilometer	\$ 2.00/km
		Barbecue:	
8 (g)		- Non-profit organizations - community event	no charge
8 (h)		- Private affair, non-public event -maximum of 5 days	\$100.00 / day
8 (i)		Deposit (all organizations) (Motion #04.08.278)	\$ 200.00
8 (j)		Delivery charge, per loaded kilometer	\$ 2.00
9		Road Allowance License	
9 (a)	E	Road Allowance License, application fee	\$ 100.00
		<i>plus</i> advertising costs, <i>plus</i> per quarter section or portion thereof, per year:	\$ 10.00
10		Road Closure	
10 (a)		Application Fee	\$ 1,500.00
10 (b)		Sale of Road Allowance for the purpose of road closure. As determined by Accurate Assessment.	Fair Market Value
11		Snowplowing Signs;	
11(a)	T	<i>Any driveway beyond 400 meters shall be invoiced \$50.00 plus \$100.00 per hour for time over the first ½ hour.</i>	\$50.00
11(b)	T	Lost or replacement signs, each	\$ 30.00
12	T	Culverts - used or salvaged	
12(a)		- 500 mm or less, per meter	\$ 13.00
12(b)		- 600 mm, per meter	\$ 15.00

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SCHEDULE OF FEES
(IMPOSED BY BYLAW NO. 12-673)

Amended:

12(c)		- 700 mm, per meter	\$ 16.00
12(d)		- 800 mm, per meter	\$ 25.00
12(e)		- 900 mm, per meter	\$ 28.00
12(f)		- 1000 mm, per meter	\$ 29.00
12(g)		- 1200 mm or greater, per meter	\$ 30.00
13	T	Grader blades, used, each	\$ 5.00
14		Dust Control	
14(a)	E	Dust Control (set annually), per application of calcium product – for residents and landowners / per 200 meters / <i>plus</i> \$5.35/m sections over 200 m (up to April 15 th each year)	\$ 150.00 /200m
14(b)		Dust Control (set annually), per application of calcium product – for multi-parcel subdivisions :	\$ 100.00/ 100m
14(c)	E	Dust Control (set annually), per application of calcium product – for industrial and road use agreement holders per 300 meters/ <i>plus</i> \$5.50 /m sections over 300 m (up to April 15 th each year)	\$ 1605.00 /300 m
15		Approaches	
15(a)	E	Approach Application Request fee (non-refundable)	\$175.00/per approach
15(b)		Gravel Approach	\$2,000.00
15(c)		Gravel Approach Relocation/Upgrade (additional)	\$500.00
15(d)		Asphalt Approach	\$5,000.00
15(e)		Asphalt Relocation/Upgrade (additional)	\$500.00
16		Inspections	
16(a)	E	Seismic pre-inspections, per occurrence	\$ 100.00
16(b)	E	Seismic post-inspections, per occurrence	\$ 100.00
16(c)	E	Seismic non-compliance, per inspection	\$ 100.00
17		Road Ban	
17(a)	E	Overload Road Ban Fees (non-refundable payment)	\$1,125.00/km
17(b)		Plus Security Deposit (refundable subject to final inspections)	\$6,375.00/km
17(c)		Fixed Fee for the TRAVIS MJ Permitting System	\$ 15.00 per permit
18		Haying or Pasturing Permits	
18(a)		Application fee	\$ 100.00
18(b)		<i>plus</i> per acre charge (per year)	+ \$ 15.00
19		Community Aggregate	
19(a)	E	Community Aggregate Payment Levy, per tonne	0.25

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SCHEDULE OF FEES
(IMPOSED BY BYLAW NO. 12-673)

Amended:

20		Agricultural Rental Equipment - as per attached Schedule "D" / Rental Equipment Listing	
20(a)	T	Guide to Crop Protection - Chemical/Cultural	\$ 12.00
20(b)	T	Weed Seedling Guide	\$ 10.00
20(c)	T	Nutrition and Feeding Management for Horse Owners	\$ 20.00
20(d)	T	Horse Health	\$ 15.00
21	T	Land Acquisition	
21(a)	T	Right of Way from properties up to 40 acres – See Schedule "E"	
21(b)	T	Right of Way from properties over 40 acres	\$2,400 /acre
21(c)	T	Right - of-Way: from properties minimum payment, per occurrence	\$ 150.00
21(d)		On parcels more than 40 acres, where an existing residence is on the property, for up to 50 meters each side of the residential driveway	\$ 3,000/acre
21(e)	T	Borrow Pit Acquisition	\$ 1.00/ m ³
22	T	Fencing:	
22(a)	T	Removal of old fence by landowner	\$ 2,000/mile (1,250/km)
22(b)	T	Removal of old fence by M.D. without replacement	\$ 1,000/mile (625/km)
22(c)	T	Replacement of old fence by landowner with MD supplying material	\$ 4,000/mile (2,500/km)
22(d)	T	Replacement of old fence by landowner including labour and materials	\$ 8,000/mile (5,000/km)
22(e)	T	Replacement of old fence by M.D.	No Compensation
23		Home Support	
23(a)	E	<i>*This fee can be varied as evaluated and approved by the FCSS Manager.</i>	\$ 20.00 *
24	E	Adult Wolf Carcass	\$ 300.00
25		Spray Exemption Signs	
25(a)	T	Spray Exemption Signs (One-time fee only)	Free
25(b)	T	Lost or Replacement Signs, each	\$ 30.00

SCHEDULE "A"

ORTHO PRINTING & PLOTTING PRICING

Based on size and quality of paper, image and graphics.

Standard Laser, Black & White - Letter size

8 ½" x 11" graphics

\$ 3 residents, \$5 non-residential

8 ½" x 11" photo

\$ 3 residents, \$ 5 non-residential

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SCHEDULE OF FEES
(IMPOSED BY BYLAW NO. 12-673)

Amended:

8 ½" x 11" photo and graphics	\$ 3 residents, \$ 5 non-residential
Color Laser - Letter size	
8 ½" x 11" colour graphics	\$ 5 residents, \$10 non-residential
8 ½" x 11" photo	\$ 5 residents, \$10 non-residential
8 ½" x 11" photo, colour graphics	\$ 5 residents, \$10 non-residential
Plotter on High Quality Paper - Letter size (ANSI A)	
8 ½" x 11" colour graphics	\$ 5 residence, \$10 non-residence
8 ½" x 11" photo, B/W	\$ 5 residence, \$10 non-residence
8 ½" x 11" photo, colour graphics	\$10 residence, \$15 non-residence
includes names, land parcels, rivers, lakes, streams, roads, contours	
Plotter on High Quality Paper - Ledger Paper (ANSI B)	
11" x 17" colour graphics	\$15 residence, \$20 non-residence
11" x 17" photo	\$15 residence, \$20 non-residence
11" x 17" photo colour graphics	\$20 residence, \$25 non-residence
Plotter on High Quality Paper - Small Plot (ANSI C)	
17" x 22" colour graphics	\$15 residence, \$20 non-residence
17" x 22" photo	\$20 residence, \$25 non-residence
17" x 22" photo colour graphics	\$25 residence, \$35 non-residence
Plotter on High Quality Paper - Medium Plot (ANSI D)	
22" x 34" colour graphics	\$20 residence, \$30 non-residence
22" x 34" photo	\$25 residence, \$30 non-residence
22" x 34" photo colour graphics	\$35 residence, \$45 non-residence
Plotter on High Quality Paper - Medium Plot (ANSI E)	
22" x 34" colour graphics	\$20 residence, \$30 non-residence
22" x 34" photo	\$25 residence, \$30 non-residence
22" x 34" photo colour graphics	\$35 residence, \$45 non-residence
Plotter on High Quality Paper - Medium Plot (ANSI F)	
28" x 40" colour graphics	\$35 residence, \$45 non-residence
28" x 40" photo	\$45 residence, \$65 non-residence
28" x 40" photo colour graphics	\$55 residence, \$85 non-residence

SCHEDULE "B"

GIS MAP PRICING

	<i>Per Township</i>	<i>AltaLIS License</i>	<i>Per Layer</i>
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E= Exempt from Goods & Services Tax.

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SCHEDULE OF FEES
(IMPOSED BY BYLAW NO. 12-673)

Amended:

Photo	End User License from Municipality/Tarin Ortho Imagery (Air Photos)		\$ 400.00
AltaLIS	End user License from AltaLIS Cadastre	\$ 200.00	\$ 250
1:5K			
1:20 K	ATS Grid (Township, Range & Sections Grids)	\$ 16	\$ 30
	Hydrography (rivers, lakes)	\$ 16	\$ 30
	Transportation (roads)	\$ 16	\$ 30
	Geo-Administrative (Town boundaries, etc.)	\$ 16	\$ 350
	Contours (elevations)	\$ 20	\$ 35
Muni	End User License from Municipality		
	Farmland Polygons		\$ 50
	Improvement Points		\$ 40
	Industrial Data		\$ 40
	Digital Pictures of Improvements		\$ 30
EUB	End user License from Insight		
	Wells		\$ 40
	Well Production		\$ 40
	Pipeline		\$ 50
	Facilities (Gas Plants)		\$ 30
Lease	End user License from Municipality		
	Disposition (land Leased from Crown)		\$ 800
	TOTALS Per Township		\$ 1,925

There will be a processing charge of \$75.00

Above prices include G.S.T.

SCHEDULE OF FEES
(IMPOSED BY BYLAW NO. 12-673)

Amended:

SCHEDULE "C"

CADASTRAL MAP PRICING

Base Maps		Legal / Roads / Lakes / Rivers / Subdivisions / Contours			
Format		Single License	Key Map	Per Sheet	Bundle (8)
Hardcopy			\$ 25	\$ 20	\$ 75
Digital (Pdf)	No printing privileges	View Only	\$ 30	\$ 20	\$ 150
Digital (Pdf)	With printing privileges	View Only	\$ 50	\$ 30	\$ 200

Ownership Maps		Legal / Roads / Lakes / Rivers / Subdivisions / Parcels / Owner Names / Map Points (Residences, schools, etc.)			
Format		Single License	Key Map	Per Sheet	Bundle (4)
Hardcopy			\$ 25	\$ 20	\$ 90
Digital (Pdf)	No printing privileges	View Only	\$ 30	\$ 30	\$ 100
Digital (Pdf)	With printing privileges	View Only	\$ 50	\$ 50	\$ 150

Oil and Gas Wells		Legal / Roads / Lakes / Rivers / Subdivisions / Parcels / Well and Facility Location / Status / Operator			
Format		Single License	Key Map	Per Sheet	Bundle (8)
Hardcopy			\$ 25	\$ 50	\$ 300
Digital (Pdf)	No printing privileges	View Only	\$ 30	\$ 70	\$ 400
Digital (Pdf)	With printing privileges	View Only	\$ 50	\$ 100	\$ 600

Oil and Gas Wells / Pipeline		Legal / Roads / Lakes / Rivers / Subdivisions / Parcels / Well, Facility & Pipeline Location / Status / Operator			
Format		Single License	Key Map	Per Sheet	Bundle (8)
Hardcopy			\$ 25	\$ 300	\$ 1,000
Digital (Pdf)	No printing privileges	View Only	\$ 30	\$ 350	\$ 1,200
Digital (Pdf)	With printing privileges	View Only	\$ 50	\$ 500	\$ 1,500

E= Exempt from Goods & Services Tax.

T = Tax Applicable; charge G.S.T. over and above the price shown.

SCHEDULE OF FEES
 (IMPOSED BY BYLAW NO. 12-673)
MUNICIPAL DISTRICT OF GREENVIEW NO. 16

Amended:

SCHEDULE "D"
RENTAL EQUIPMENT PRICING

Equipment Type	Location	2016 Schedule of Fees	Other Regulations
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WEED & INSECT CONTROL EQUIPMENT			
FIELD SPRAYER c/w GPS	All Location	\$ 50.00 + G.S.T. Each Day (3 Days Maximum if Lineup)	
BOOMLESS SPRAYERS	Valleyview	\$ 20.00 + G.S.T. Each Day (3 Days Maximum if Lineup)	
WATER TANK ON TRAILER (FOR SPRAYING)	Valleyview Grovedale	\$ 25.00 + G.S.T. Each Day (3 Days Maximum if Lineup)	
ESTATE SPRAYER-(PULL TYPE)	All Locations	\$ 20.00 + G.S.T. Each Day (3 Days Maximum if Lineup)	
ESTATE SPRAYER (3 POINT HITCH)	Valleyview	\$ 20.00 + G.S.T. Each Day (3 Days Maximum if Lineup)	
QUAD WICK APPLICATOR	All Locations	\$ 10.00 + G.S.T. Each Day (3 Days Maximum if Lineup)	
QUAD MOUNT SPRAYER	All Locations	\$ 10.00 + G.S.T. Each Day (3 Days Maximum if Lineup)	
BACKPACK SPRAYER 15 Liter	All Locations	\$ 5.00 + G.S.T. Each Day (3 Days Maximum if Lineup)	
HAND WICK APPLICATOR Holds 600 ml.	All Locations	Free First 3 Days, \$ 5.00 + G.S.T. Each Additional Day. (3 Days Maximum if Lineup)	
GRANULAR PESTICIDE BAIT APPLICATOR Holds 135 lbs. Bran	Valleyview	\$ 30.00 + G.S.T. Each Day (3 Days Maximum if Lineup)	

SPREADERS			
MANURE SPREADER	Valleyview Grovedale	\$ 200.00 + G.S.T. Each Day (3 Days Maximum if Lineup)	
FERTILIZER SPREADER	Valleyview	\$ 100.00 + G.S.T. Each Day (3 Days Maximum if Lineup)	

SCHEDULE OF FEES
 (IMPOSED BY BYLAW NO. 12-673)
MUNICIPAL DISTRICT OF GREENVIEW NO. 16

Amended:

SCHEDULE "D"

Equipment Type	Location	2016 Schedule of Fees	Other Regulations
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EARTH MOVING EQUIPMENT			
1000 EARTH MOVER	Valleyview Crooked Creek	\$ 200.00 + G.S.T. Each Day (3 Days Maximum if Lineup)	
900 EARTH MOVER	Grovedale	\$ 150.00 + G.S.T. Each Day (3 Days Maximum if Lineup)	
425 EARTH MOVER	Grovedale	\$ 100.00 + G.S.T. Each Day (3 Days Maximum if Lineup)	
12' PULL-TYPE BLADE	Valleyview	\$ 50.00 + G.S.T. Each Day (3 Days Maximum if Lineup)	
VEE DITCHER	Valleyview	\$ 50.00 + G.S.T. Each Day (3 Days Maximum if Lineup)	

POST POUNDERS		
POST POUNDER	All Location	\$ 125.00 + G.S.T. Each Day (3 Days Maximum if Lineup) (1/2 Day Rental Available)

BIN CRANE		
BIN CRANE	Valleyview Grovedale	\$ 100.00 + G.S.T. Each Day (3 Days Maximum if Lineup)

CATTLE EQUIPMENT		
CATTLE SQUEEZE	All Locations	\$ 25.00 + G.S.T. Each Day (3 Days Maximum if Lineup)
LOADING CHUTE	All Locations	\$ 25.00 + G.S.T. Each Day (3 Days Maximum if Lineup)
PANEL TRAILER	Valleyview Grovedale	\$ 25.00 + G.S.T. Each Day (3 Days Maximum if Lineup)
SPARE PANELS	Crooked Creek Grovedale	Free First 3 Days, \$ 5.00 + G.S.T. Each Additional Day
DEHORERS GOUGERS BURDIZZO CLAMPS	Valleyview	Free First 3 Days, \$ 5.00 + G.S.T. Each Additional Day
TAG READER	Valleyview	Free, \$ 100 Deposit Required. (3 Days Maximum if Lineup)

SCHEDULE OF FEES
 (IMPOSED BY BYLAW NO. 12-673)
MUNICIPAL DISTRICT OF GREENVIEW NO. 16

Amended:

SCHEDULE "D"

Equipment Type	Location	2016 Schedule of Fees	Other Regulations
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CONSERVATION EQUIPMENT			
50' HEAVY HARROW WITH GRANULAR APPLICATOR	Valleyview	\$ 150.00 + G.S.T. Each Day (3 Days Maximum if Lineup)	
33' HEAVY HARROW WITH GRANULAR APPLICATOR	Grovedale	\$ 150.00 + G.S.T. Each Day (3 Days Maximum if Lineup)	
30' LAND ROLLER	Valleyview Grovedale	\$ 200.00 + G.S.T. Each Day (3 Days Maximum if Lineup)	
14' DISC	Grovedale	\$ 250.00 + G.S.T. Each Day (3 Days Maximum if Lineup)	

BROADCAST SEEDERS			
TRUCK MOUNT SEEDER	Valleyview	\$ 10.00 + G.S.T. Each Day (3 Days Maximum if Lineup)	
QUAD MOUNT SEEDER	Valleyview	\$ 10.00 + G.S.T. Each Day (3 Days Maximum if Lineup)	
HAND SEEDER	Valleyview	Free First 3 Days, \$5.00 + G.S.T. Each Additional Day	

WATER PUMPING EQUIPMENT			
WATER PUMP AND PIPE TRAILER - AB. Agriculture Unit	Valleyview	\$ 250.00 + G.S.T Each Day (3 Days Maximum if Lineup)	

MISCELLANEOUS EQUIPMENT			
BAG ROLLER	Valleyview	\$ 125.00 + G.S.T. Each Day (3 Days Maximum if Lineup)	
SURVEY EQUIPMENT	Valleyview	\$ 10.00 + G.S.T. Each Day (3 Days Maximum if Lineup)	
METAL DETECTOR	Valleyview	\$ 10.00 + G.S.T. Each Day (3 Days Maximum if Lineup)	
HAY SAMPLER, MEASURING WHEEL, BIN PROBE, SOIL SAMPLER	Valleyview	Free First 3 Days, \$ 5.00 + G.S.T. Each Additional Day	
SCARE CANNONS	Valleyview	Free First 3 Days, \$ 5.00 + G.S.T. Each Additional Day	
RODENT TRAPS (TWO STYLES)	Valleyview	\$ 10.00 + G.S.T. Each Day (3 Days Maximum if Lineup) (\$ 100.00 DEPOSIT REQUIRED)	
No Till Drill	Valleyview	\$150.00 + G.S.T. Each Day (3 day max if lineup)	

SCHEDULE OF FEES
 (IMPOSED BY BYLAW NO. 12-673)
MUNICIPAL DISTRICT OF GREENVIEW NO. 16

Amended:

Grain Vacuum	Valleyview	\$50.00 + G.S.T. Each Day (3 day max if lineup)
Bale Wagon	Valleyview	\$150.00 + G.S.T. Each Day (3 day max if lineup)

SCHEDULE "D"

Equipment Type	Location	2016 Schedule of Fees	Other Regulations
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<u>RECOVERY OF A.S.B. EQUIPMENT</u>			
MINIMUM ONE HOUR CHARGE FOR RECOVERY OF EQUIPMENT			
RECOVERY OF RENTAL EQUIPMENT REQUIRING 1-TON MIN. FOR TRANSPORT		\$ 100.00 /hr + G.S.T.	
RECOVERY OF RENTAL EQUIPMENT REQUIRING VEHICLE UNDER 1-TON FOR TRANSPORT		\$ 75.00 /hr + G.S.T.	
CLEANING (WHEN EQUIPMENT IS RETURNED UNCLEAN)		\$ 60.00 /hr + G.S.T.	

All decisions being at the Agricultural Fieldsman's discretion

SCHEDULE OF FEES
 (IMPOSED BY BYLAW NO. 12-673)
MUNICIPAL DISTRICT OF GREENVIEW NO. 16

Amended:

SCHEDULE "E"

VALLEYVIEW AREA

Owner Parcel Size in Acres	RIGHT OF WAY FOR PROPERTIES UP TO 40 ACRES				
	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5
0-1	\$ 30,000	\$ 22,600	\$ 16,600	\$ 13,600	\$ 12,600
1-3	\$ 12,600	\$ 12,000	\$ 8,750	\$ 7,350	\$ 7,275
3-5	\$ 8,900	\$ 8,600	\$ 6,300	\$ 5,300	\$ 5,250
5-10	\$ 6,100	\$ 5,850	\$ 4,350	\$ 3,700	\$ 3,650
10-20	\$ 3,900	\$ 3,900	\$ 2,850	\$ 2,700	\$ 2,600
20-30	\$ 2,800	\$ 2,750	\$ 2,700	\$ 2,600	\$ 2,550
30-40	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
40+	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400

DEBOLT AREA

Owner Parcel Size in Acres	RIGHT OF WAY FOR PROPERTIES UP TO 40 ACRES				
	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5
0-1	\$ 40,600	\$ 36,600	\$ 32,600	\$ 24,600	\$ 16,600
1-3	\$ 20,600	\$ 8,600	\$ 16,400	\$ 12,600	\$ 8,600
3-5	\$ 14,750	\$ 13,250	\$ 11,600	\$ 9,050	\$ 6,200
5-10	\$ 9,900	\$ 8,900	\$ 7,850	\$ 6,150	\$ 4,250
10-20	\$ 6,250	\$ 5,650	\$ 5,000	\$ 3,950	\$ 2,850
20-30	\$ 3,810	\$ 3,950	\$ 3,550	\$ 2,850	\$ 2,700
30-40	\$ 3,450	\$ 3,150	\$ 2,800	\$ 2,500	\$ 2,500
40+	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400

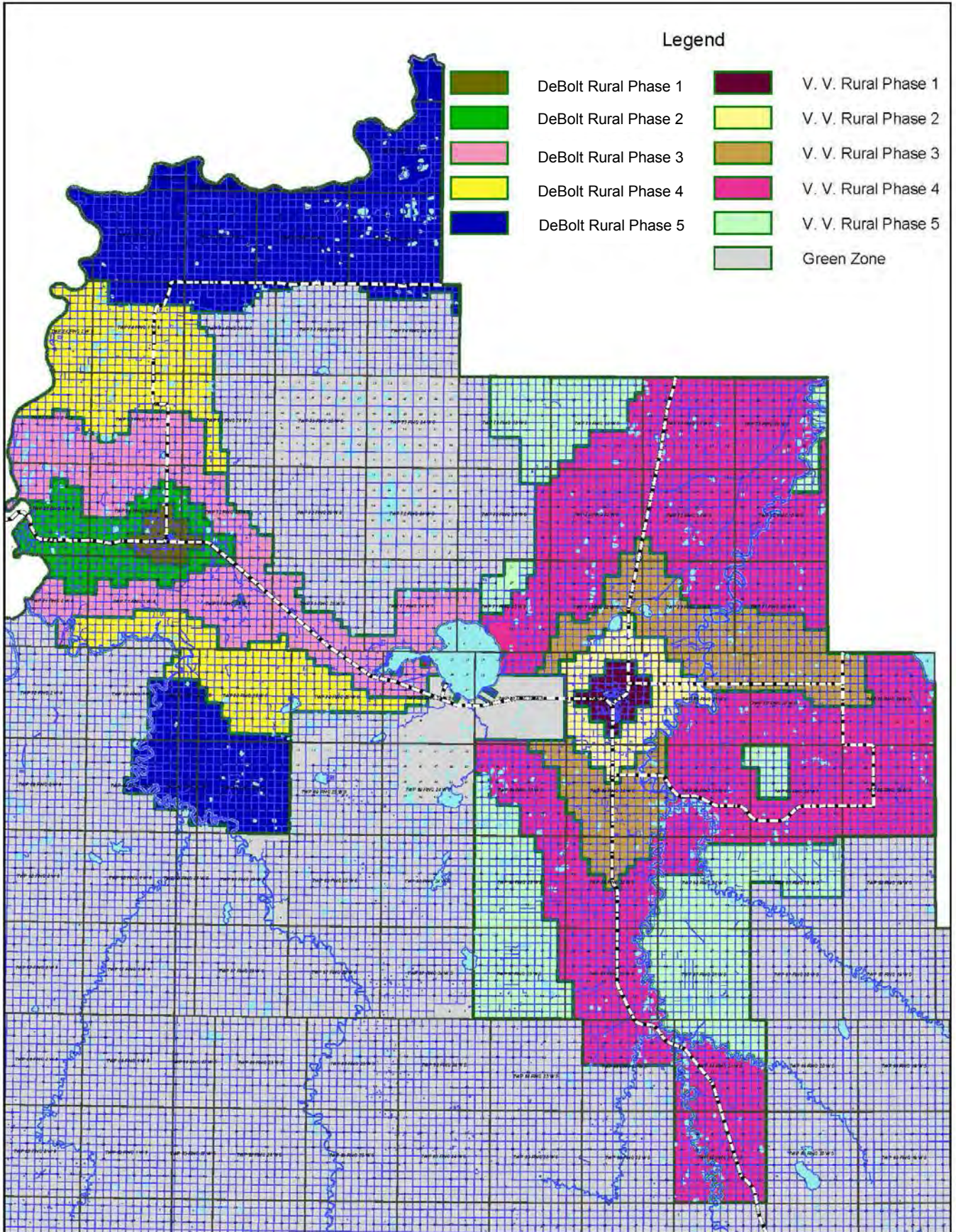
GROVEDALE AREA

Owner Parcel Size in Acres	Landry Heights Price/Acre	Grovedale Price/Acre	Aspen Grove Price/Acre	RIGHT OF WAY FOR PROPERTIES UP TO 40 ACRES					
				Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6
0-1	\$ 55,600	\$ 43,600	\$ 23,600	\$ 49,000	\$ 47,600	\$ 30,600	\$ 29,100	\$ 26,600	\$ 25,600
1-3	\$ 27,900	\$ 22,200	\$ 12,400	\$ 25,100	\$ 2,410	\$ 15,400	\$ 14,900	\$ 13,700	\$ 13,250
3-5	\$ 19,750	\$ 15,750	\$ 8,900	\$ 17,750	\$ 17,100	\$ 10,950	\$ 10,600	\$ 9,800	\$ 9,450
5-10	\$ 13,150	\$ 10,550	\$ 6,050	\$ 11,850	\$ 11,450	\$ 7,400	\$ 7,200	\$ 6,650	\$ 6,450
10-20	\$ 8,250	\$ 6,650	\$ 3,900	\$ 7,450	\$ 7,200	\$ 4,750	\$ 4,600	\$ 4,250	\$ 4,150
20-30	\$ 5,700	\$ 4,600	\$ 2,800	\$ 5,200	\$ 5,000	\$ 3,400	\$ 3,300	\$ 3,050	\$ 2,950
30-40	\$ 4,600	\$ 3,600	\$ 2,500	\$ 4,050	\$ 3,900	\$ 2,700	\$ 2,600	\$ 2,500	\$ 2,500
40+	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 12,400	\$ 2,400

SCHEDULE OF FEES
 (IMPOSED BY BYLAW NO. 12-673)
MUNICIPAL DISTRICT OF GREENVIEW NO. 16

Amended:

Schedule "E"















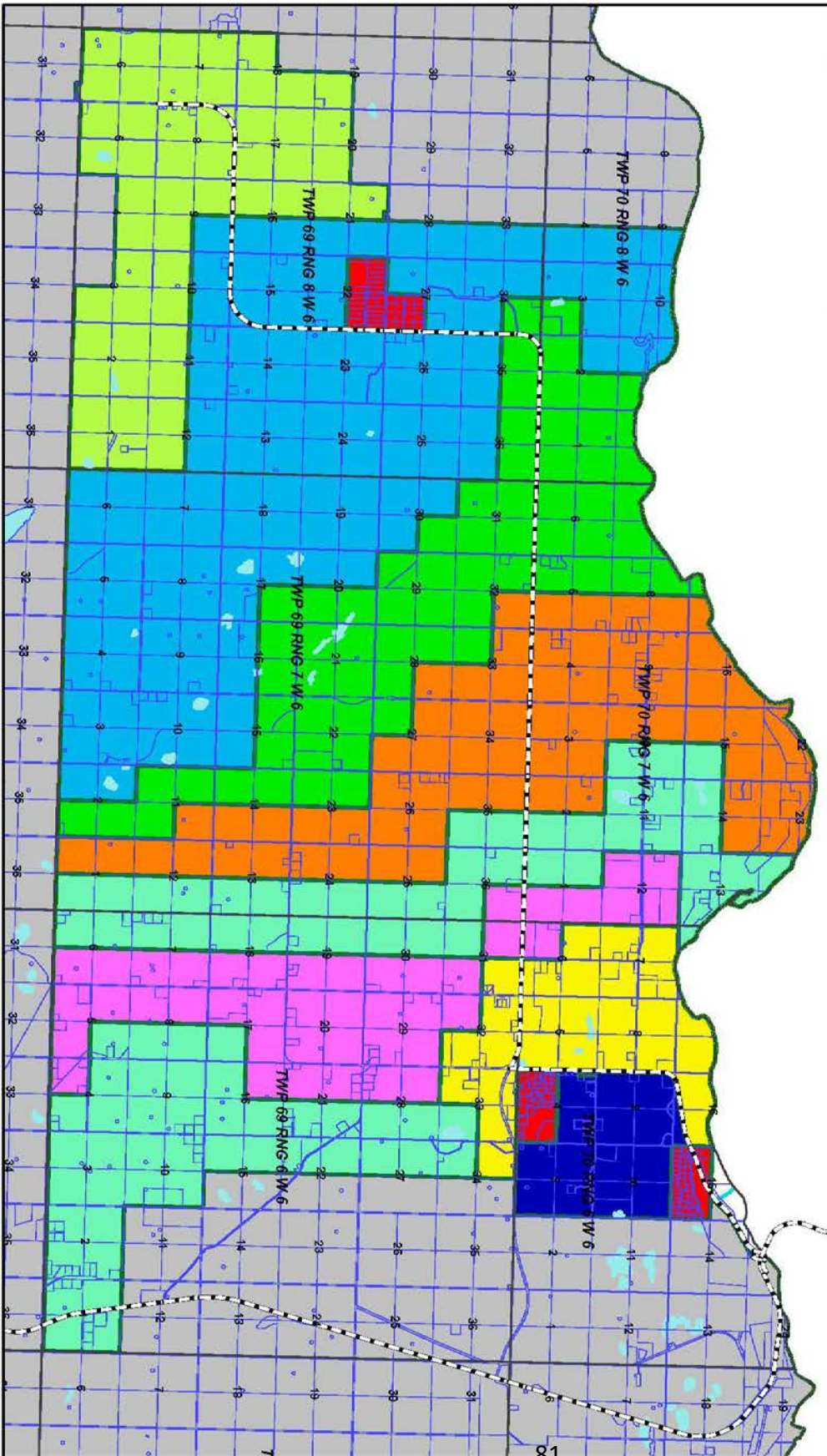
SCHEDULE OF FEES
 (IMPOSED BY BYLAW NO. 12-673)
MUNICIPAL DISTRICT OF GREENVIEW NO. 16

Amended:

Schedule "E"

Legend

	Green Zone		Grovedale Phase 3
	Aspen Grove		Grovedale Phase 4
	Grovedale		Grovedale Phase 5
	Landry Heights		Grovedale Phase 6
	Grovedale Phase 1		Grovedale Phase 7
	Grovedale Phase 2		Grovedale Phase 8



SCHEDULE OF FEES
 (IMPOSED BY BYLAW NO. 12-673)
MUNICIPAL DISTRICT OF GREENVIEW NO. 16

Amended:

SCHEDULE "F"

WATER CONSUMPTION FEES FOR ALL M.D. OF GREENVIEW WATER DISTRIBUTION SYSTEMS
All fees are effective as of January 1st, 2015.

Utility Accounts Late Fee Penalty

Accounts for metered services and bulk accounts 1.5% Penalty/monthly
 if not paid within 30 days of the billing date will
 incurred a 1.5% penalty monthly.

Work Done at Cost

Where work is done at cost, the cost will include 1.5% Penalty/monthly
 the amount expended by Greenview for all
 expenditures incurred doing the work, including
 administration. All invoices will be paid within 30
 days of billing. If not paid within 30 of billing, are
 subject to interest.

Requested Turn on/Shut off of Service Curb Stop

Regular Hours \$20.00 Flat Rate
 After Hours \$80.00/per hour

Hamlet Water Distribution Systems (DeBolt & Ridgevalley)

Residential Rate \$ 3.50 per m3
 (0 - 30 m3/month)
 Residential Rate (Over 30m3/month) \$ 4.00
 Non Residential Users Rate \$ 4.00 per m3
 Installation Fee \$ 8,000.00 deposit (based on actual invoice)
 Connection Fee \$ 500.00 per service
 Utilities Account Deposit \$ 100.00

Hamlet Water Distribution System (Little Smoky)

Residential Rate (0-30 m3/month) \$ 3.50 per m3
 Residential Rate (Over 30m3/month) \$ 4.00 per m3
 Non Residential Rate \$ 4.00 per m3
 Connection Fee \$ 12,500.00
 Utilities Account Deposit \$ 100.00

Rural Water Distribution System (Valleyview)

Residential Rate (Over 30m3/month) \$ 10.00 per m3
 Non Residential Rate \$ 10.00 per m3
 Connection Fee \$ 12,500.00 connection fee/per service
 Utilities Account Deposit \$ 100.00
 Water Meter Damage (Owner Responsibility) based on actual replacement costs

SCHEDULE OF FEES
 (IMPOSED BY BYLAW NO. 12-673)
MUNICIPAL DISTRICT OF GREENVIEW NO. 16

Amended:

Rural Water Distribution System (Crooked Creek)

Residential Rate (0-30 m3/month)	\$ 3.50 per m3
Residential Rate (Over 30m3/month)	\$ 10.00 per m3
Non Residential Rate	\$ 10.00 per m3
Connection Fee	\$ 12,500.00
Utilities Account Deposit	\$ 100.00

Rural Water Distribution System (Ridgevalley)

Residential Rate (0-30 m3/month)	\$ 3.50 per m3
Residential Rate (Over 30m3/month)	\$ 10.00
Non Residential Rate	\$ 10.00 per m3
Connection Fee	\$ 12,500.00
Utilities Account Deposit	\$ 100.00

Water Point Facilities

Potable Water Points Residential/Agriculture	\$ 3.50 cubic meter
Potable Water Points Commercial	\$ 8.50 cubic meter
Non-Potable Water Points	\$ 2.00 cubic meter

Gravity Wastewater Collection System (DeBolt & Ridgevalley)

Sanitary Service Installation Fee	\$ 8,000.00 deposit (based on actual invoice)
Connection Fee	\$ 500.00 per service

Low Pressure Wastewater Collection System (Little Smoky & Grovedale & Ridgevalley)

Sanitary Service Installation Fee	\$ 8,000.00 deposit (based on actual invoice)
Connection Fee	\$ 500.00 per service

Supersede By-law 94-025 Sewer Service Charges – All Hamlets

Septage Classification	\$ Per Month
Residential – Single Family Dwelling	\$ 24.00
Residential – Duplex (per dwelling unit)	\$ 24.00
Residential – Multi Family Dwelling (per self-contained dwelling unit)	\$ 24.00
Commercial – General Store	\$ 36.00
Commercial – Laundromat	\$ 56.00
Commercial – Hotels (rooms & beer parlor)	\$ 80.00
Commercial – Cafes	\$ 48.00
Commercial – Garages	\$ 48.00
Commercial – Office	\$ 36.00
Commercial – Not elsewhere classified	\$ 36.00
Community Halls & Other Recreation Facilities	\$ 48.00
Churches	\$ 24.00
Schools (per classroom)	\$ 24.00

SCHEDULE OF FEES
(IMPOSED BY BYLAW NO. 12-673)
MUNICIPAL DISTRICT OF GREENVIEW NO. 16

Amended:

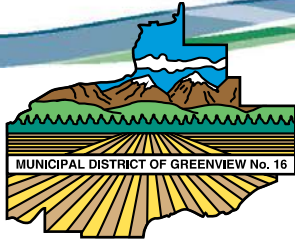
Royal Canadian Legion Hall	\$ 24.00
Senior Citizen's Drop-In Centre	\$ 24.00

Wastewater Lagoon

Commercial/Industrial Tipping Rate	\$ 7.50 per m3
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Lagoon Keys

Initial Key	\$ 150.00
Replacement Keys	\$ 50.00



BYLAW NO. 18-790
of the Municipal District of Greenview No. 16

A Bylaw of the Municipal District of Greenview No. 16, in the Province of Alberta, for the purpose of adopting a revised Schedule of Fees, as Schedule 'A' attached to this bylaw.

Whereas, the Council of the Municipal District of Greenview No. 16, duly assembled, deems it expedient from time to time to revise the Schedule of Fees for the municipality.

Therefore, be it resolved that in accordance with the Municipal Government Act, Chapter M-26, R.S.A. and amendments thereto; the Planning Act, Chapter P-9, R.S.A. and amendments thereto; and the Municipal Taxation Act, Chapter M-31, R.S.A. and amendments thereto; that Council adopts the Schedule of Fees, attached to and forming part of this bylaw.

Municipal District of Greenview Bylaw Number 17-784 is hereby repealed.

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

Read a first time this ____ day of _____, A.D., 2018.

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



REQUEST FOR DECISION

SUBJECT:	2018 Tax Rate Bylaw 18 - 791		
SUBMISSION TO:	REGULAR COUNCIL MEETING	REVIEWED AND APPROVED FOR SUBMISSION	
MEETING DATE:	March 26, 2018	CAO: MH	MANAGER: DD
DEPARTMENT:	FINANCE	GM: RO	PRESENTER: DD
STRATEGIC PLAN:	Level of Service		

RELEVANT LEGISLATION:

Provincial (cite) – Municipal Government Act of Alberta, Sections 353 to 359 inclusive.

Council Bylaw/Policy (cite) – N/A

RECOMMENDED ACTION:

MOTION: That Council give first reading to the 2018 Tax Rate (Property Tax) Bylaw 18 - 791.

MOTION: That Council give second reading to the 2018 Tax Rate (Property Tax) Bylaw 18 - 791.

BACKGROUND/PROPOSAL:

The Municipal Government Act, Revised Statutes of Alberta 2000 Chapter M-26, (January 1, 2018); Section 353 requires Council to pass an Annual Property Tax Bylaw. The bylaw authorizes Council to impose an annual property tax to ensure that the funds collected provide sufficient revenue to cover the budgeted expenditures of the municipality.

All bylaws must have three (3) successful readings before the bylaw is implemented. A bylaw can be given up to three (3) readings at the same meeting, however this is not preferred. Council prefers to give Greenview's stakeholders an opportunity to speak to a bylaw before the third reading. Usually a bylaw other than Planning and Development Bylaws, are given two readings at the initial meeting, with the third reading being presented at the next Regular Council meeting.

During the 2018 Budget presentation Council was made aware that the 2018 revenues were expected to increase by approximately \$9M. This change is a combination of an increase in Well Drilling Equipment Tax along with an increase in assessments since the 2017 Budget.

The 2018 Budget expenditures were reduced by approximately \$6M in comparison to the 2017 Budget. Which is about a .03% reduction in the operational budget and approximately 8% reduction in the capital budget.

Based on current assessments and the reduction in the 2018 budget, maintaining the 2016/2017 municipal mil rates of 2.7000 (Residential/Farmland) and 7.8280 (Non-Residential) along with a draw down from Reserves of \$34,829,783.00; will enable Greenview to generate sufficient revenue to support the 2018 Council approved budget.

Notwithstanding Administration’s recommendation to continue with the current mil rates, some property owners may see an increase in their 2018 tax notice. This is due to increases in municipal assessments and changes in the Education requisition rates.

The final School Tax mil rate for the 2018 Tax Rate Bylaw will be determined following the provincial budget on March 22nd. Third reading of the Tax Rate Bylaw will include any adjustments required due to the 2018 provincial budget announcements.

The following table summarizes Greenview’s 2018 Approved Budget.

2018 Council Approved Budget – December 11, 2017	Revenues	Expenditures
2018 Gross Revenue	\$ 120,915,165.00	
2017 Capital Project Funds Carryover	\$ 12,302,072.00	
2018 Capital Reserves Transfer to balance budget	\$ 22,527,711.00	
2018 School & Senior Lodge Requisitions		\$ 24,244,665.00
2018 Operational Expenditures		\$ 62,895,158.00
2018 Capital Project Expenditures		\$ 68,605,125.00
2018 Contingency Budget		\$.00
Balanced Budget	\$ 155,744,948.00	\$ 155,744,948.00

Historically, Greenview’s tax and assessment notices have been released by May 1st. However due to the changes to the MGA, Greenview must release the assessment and tax notices by April 26th. To ensure that Administration meets the required deadline, Administration is requesting that Council pass the first and second readings of the 2018 Tax Rate Bylaw at the March 26th meeting. This will enable Council to pass the third reading of the 2018 Tax Rate Bylaw at the April 9th meeting, therefore ensuring Administration has sufficient time to prepare and release the 2018 tax and assessment notices by April 26th.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of the recommended action is that it will provide Council an opportunity to give direction to Administration regarding the 2018 mil rate.
2. The benefit of the recommended action is that it will provide Administration with the opportunity to prepare third reading of the bylaw for Council’s approval at the April 9th regular Council meeting.
3. The benefit of the recommended action is that it will ensure Greenview’s mil rates are within the maximum tax ratio of 5:1 noted in Section 358.1 of the MGA.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. There are no perceived disadvantages as a result of following the recommended action.
-

ALTERNATIVES CONSIDERED:

Alternative #1: Council may increase the 2018 mil rate. This alternative is not recommended by Administration due to the current economic conditions as well as the fact that Greenview is able to balance the 2018 budget without increasing the mil rate.

Alternative #2: Council may decrease the 2018 mil rate. This alternative is not recommended by Administration since the decreased mil rate would require funding from other sources.

FINANCIAL IMPLICATION:

The 2018 Consolidated Approved Budget, is a balanced budget, comprised of revenues and expenditures totalling \$155,744,948.00.

STAFFING IMPLICATION:

N/A

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

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

PROMISE TO THE PUBLIC

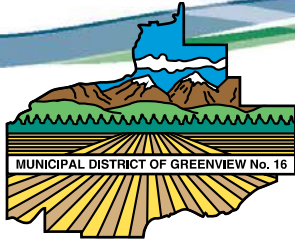
Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Once Council Makes a decision, Administration's follow up action will be to prepare the third reading of Bylaw 18-791 for the April 9th, 2018 Regular Council meeting Agenda.

ATTACHMENT(S):

- 2018 Proposed Tax Rate Bylaw 18 -791
- Copy of sections 353 – 359 of the MGA



BYLAW NO. 18-791
of the Municipal District of Greenview No. 16

A Bylaw of the Municipal District of Greenview No. 16, in the Province of Alberta, to authorize the rates of taxation to be levied against assessable property within the Municipal District of Greenview No. 16 for the 2018 taxation year

Whereas, the Municipal District of Greenview No. 16 has prepared and adopted detailed estimates of the municipal revenues and expenditures as required, at the council meeting held on December 11, 2017; and

Whereas, the estimated municipal expenditures and transfers set out in the budget for the Municipality of Greenview No. 16 for 2018 total \$ 155,744,948; and

Whereas, the estimated municipal revenues and transfers from all sources other than taxation is estimated at \$ 53,420,624 and the balance of \$ 102,324,324 is to be raised by general municipal taxation; and

Whereas, the requisitions are:

Alberta School Foundation Fund (ASFF)	
Residential/Farm land	1,730,598
Non-residential	20,808,913
Opted Out School Boards	
Residential/Farm land	70,849
Non-residential	2,173

Total School Requisitions	22,612,533
Requisition Allowance MGA(359(2))	100,000
Seniors Foundation	1,235,700

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

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

Whereas, the assessed value of all property in the Municipality of Alberta as shown on the assessment roll is:

	<u>Assessment</u>
Residential	672,469,690
Non-residential	5,994,292,890
Farm land	57,481,660
Machinery and equipment	<u>4,531,184,940</u>
	11,255,429,180

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

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

	Tax Levy	Assessment	Tax Rate
General Municipal			
Residential/Farmland	1,970,869	729,951,350	2.7000
Non-Residential	82,393,440	10,525,477,830	7.8280
ASFF			
Residential/Farm land	1,730,598	701,243,141	2.4679
Non-residential	20,808,913	5,942,517,468	3.5017
Opted-Out School Boards			
Residential/Farm land	70,849	28,708,209	2.4679
Non-residential	2,173	620,582	3.5017
Requisition Allowance	\$100,000	6,673,089,400	0.0150
Seniors Foundation	1,235,700	11,255,429,180	0.1098

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

a) Non-Residential Municipal taxes are due and payable on June 30th

- b) Residential/Farmland Municipal taxes are due and payable on November 15th.
3. In the event of any current taxes remaining unpaid for Non-Residential after June 30th of the current year, there shall be levied a penalty of 8%.
 4. In the event of any current taxes remaining unpaid for Residential/Farmland after November 15th of the current year, there shall be levied a penalty of 8%.
 - a) In the event of any taxes of Non-Residential and Residential/Farmland after December 31st, in the current year, there shall be levied a penalty of 10% on January 1st
 - b) In the event of any arrears of taxes of Non-Residential and Residential/Farmland remaining unpaid after December 31st, in the succeeding year, there shall be levied a penalty of 18% on January 1st, and in each succeeding year thereafter, so long as the taxes remain unpaid.
 5. If any portion of this bylaw is declared invalid by a court of competent jurisdiction, then the invalid Portion must be severed and the remainder of the bylaw is deemed valid.
 6. This Bylaw shall come into force and effect upon the day of the third and final reading.

Read a first time this ____ day of _____, A.D., 2018.

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

**Division 2
Property Tax**

Property tax bylaw

- 353** (1) Each council must pass a property tax bylaw annually.
(2) The property tax bylaw authorizes the council to impose a tax in respect of property in the municipality to raise revenue to be used toward the payment of
(a) the expenditures and transfers set out in the budget of the municipality, and
(b) the requisitions.
(3) The tax must not be imposed in respect of property
(a) that is exempt under section 351, 361 or 362, or
(b) that is exempt under section 363 or 364, unless the bylaw passed under that section makes the property taxable.

1994 cM-26.1 s353

Tax rates

- 354** (1) The property tax bylaw must set and show separately all of the tax rates that must be imposed under this Division to raise the revenue required under section 353(2).
(2) A tax rate must be set for each assessment class or sub-class referred to in section 297.
(3) The tax rate may be different for each assessment class or sub-class referred to in section 297.
(3.1) Despite subsection (3), the tax rate for the class referred to in section 297(1)(d) and the tax rate for the sub-classes referred to in section 297(2.1) must be set in accordance with the regulations.
(4) The tax rates set by the property tax bylaw must not be amended after the municipality sends the tax notices to the taxpayers unless subsection (5) applies.
(5) If after sending out the tax notices the municipality discovers an error or omission that relates to the tax rates set by the property tax bylaw, the Minister may by order permit a municipality to revise the property tax bylaw and send out a revised tax notice.

RSA 2000 cM-26 s354;2016 c24 s52

Calculating tax rates

355 A tax rate is calculated by dividing the amount of revenue required by the total assessment of all property on which that tax rate is to be imposed.

1994 cM-26.1 s355;1995 c24 s47

Calculating amount of tax

356 The amount of tax to be imposed under this Division in respect of a property is calculated by multiplying the assessment for the property by the tax rate to be imposed on that property.

1994 cM-26.1 s356

Special provision of property tax bylaw

- 357** (1) Despite anything in this Division, the property tax bylaw may specify a minimum amount payable as property tax.
(1.1) Despite section 353, a council may pass a bylaw separate from the property tax bylaw that provides for compulsory tax instalment payments for designated manufactured homes.
(2) If the property tax bylaw specifies a minimum amount payable as property tax, the tax notice must indicate the tax rates set by the property tax bylaw that raise the revenue required to pay the requisition referred to in section 326(1)(a)(ii).

RSA 2000 cM-26 s357;2016 c24 s53

Tax rate for residential property

357.1 The tax rate to be imposed by a municipality on residential property or on any sub-class of residential property must be greater than zero.

2016 c24 s54

Maximum tax ratio

358.1 (1) In this section,

(a) “non-conforming municipality” means a municipality that has a tax ratio greater than 5:1 as calculated using the property tax rates set out in its most recently enacted property tax bylaw as at May 31, 2016;

(b) “non-residential” means non-residential as defined in section 297(4);

(c) “tax ratio”, in respect of a municipality, means the ratio of the highest non-residential tax rate set out in the municipality’s property tax bylaw for a year to the lowest residential tax rate set out in the municipality’s property tax bylaw for the same year.

(2) No municipality other than a non-conforming municipality shall in any year have a tax ratio greater than 5:1.

(3) A non-conforming municipality shall not in any year have a tax ratio that is greater than the tax ratio as calculated using the property tax rates set out in its most recently enacted property tax bylaw as at May 31, 2016.

(3.1) If in any year after 2016 a non-conforming municipality has a tax ratio that is greater than 5:1, the non-conforming municipality shall reduce its tax ratio for subsequent years in accordance with the regulations.

(4) If in any year after 2016 a non-conforming municipality has a tax ratio that is less than the tax ratio it had in the previous year but greater than 5:1, the non-conforming municipality shall not in any subsequent year have a tax ratio that is greater than that new tax ratio.

(5) If in any year after 2016 a non-conforming municipality has a tax ratio that is equal to or less than 5:1, the non-conforming municipality shall not in any subsequent year have a tax ratio greater than 5:1.

(6) Where an order to annex land to a municipality contains provisions respecting the tax rate or rates that apply to the annexed land, the tax rate or rates shall not be considered for the purposes of determining the municipality’s tax ratio.

(7) For the purposes of this section,

(a) the tax set out in a municipality’s property tax bylaw to raise revenue to be used toward the payment of

(i) the expenditures and transfers set out in the budget of the municipality, and

(ii) the requisitions, shall be considered to be separate tax rates, and

(b) the tax rate for the requisitions shall not be considered for the purposes of determining the municipality’s tax ratio.

(8) The Lieutenant Governor in Council may, for the purposes of subsection (3.1), make regulations establishing one or more ranges of tax ratios that must be reduced to 5:1 within a specified period.

Requisitions

359 (1) When a requisition applies to only part of a municipality, the revenue needed to pay it must be raised by imposing a tax under this Division in respect of property in that part of the municipality.

(2) In calculating the tax rate required to raise sufficient revenue to pay the requisitions, a municipality may include an allowance for non-collection of taxes at a rate not exceeding the actual rate of taxes uncollected from the previous year’s tax levy as determined at the end of that year.

(3) If in any year the property tax imposed to pay the requisitions results in too much or too little revenue being raised for that purpose, the council must accordingly reduce or increase the amount of revenue to be raised for that purpose in the next year.

1994 cM-26.1 s359;1995 c24 s49

Alberta School Foundation Fund requisitions

- 359.1** (1) In this section, “Alberta School Foundation Fund requisition” means a requisition referred to in section 326(1)(a)(ii).
- (2) In 1995 and subsequent years, when an Alberta School Foundation Fund requisition applies only to
- (a) one of the assessment classes referred to in section 297,
 - (b) a combination of the assessment classes referred to in section 297, or
 - (c) designated industrial property, the revenue needed to pay it must be raised by imposing a tax under this Division only in respect of property to which that one assessment class has been assigned, property to which any assessment class in that combination has been assigned or designated industrial property, as the case may be.
- (3) Despite subsection (2), if a council has passed bylaws under sections 364(1.1) and 371, the council may apply an appropriate amount received under the business tax to the payment of the Alberta School Foundation Fund requisition on the non-residential assessment class referred to in section 297 to offset the increase in the tax rate applicable to that class that would otherwise result.
- (4) The tax rate required to raise the revenue needed to pay the Alberta School Foundation Fund requisition
- (a) must be the same within the assessment class to which the requisition applies if it applies to only one class,
 - (b) must be the same for all assessment classes that are to be combined if the requisition applies to a combination of assessment classes, and
 - (c) must be the same for all designated industrial property.
- (5), (6) Repealed by Revision.
- (7) In calculating the tax rate required to raise sufficient revenue to pay an Alberta School Foundation Fund requisition, a municipality
- (a) must not include the allowances referred to in section 359(2),
 - (b) may impose a separate tax to raise the revenue to pay for the allowances referred to in section 359(2), and
 - (c) may include the amounts referred to in section 359(3).
- (8) Section 354 does not apply to tax rates required to raise revenue needed to pay an Alberta School Foundation Fund requisition.

RSA 2000 cM-26 s359.1;2016 c24 s135;2017 c13 s1(32)

School board requisitions

- 359.2** (1) In this section, “school board requisition” means a requisition referred to in section 326(1)(a)(iii).
- (2) In 1995 and subsequent years, when a school board requisition applies only to
- (a) one of the assessment classes referred to in section 297,
 - (b) a combination of the assessment classes referred to in section 297, or
 - (c) designated industrial property, the revenue needed to pay it must be raised by imposing a tax under this Division only in respect of property to which that one assessment class has been assigned, property to which any assessment class in that combination has been assigned or designated industrial property, as the case may be.
- (3) Despite subsection (2), if a council has passed bylaws under sections 364(1.1) and 371, the council may apply an appropriate amount received under the business tax to the payment of the school board requisition on the non-residential assessment class referred to in section 297 to offset the increase in the tax rate applicable to that class that would otherwise result.
- (4) The tax rate required to raise the revenue needed to pay the school board requisitions
- (a) must be the same within the assessment class to which the requisition applies if it applies to only one class,
 - (b) must be the same for all assessment classes that are to be combined if the requisition applies to a combination of assessment classes, and
 - (c) must be the same for all designated industrial property.
- (5), (6) Repealed by Revision.

(7) In calculating the tax rate required to raise sufficient revenue to pay a school board requisition, a municipality

(a) may include the allowances referred to in section 359(2), and

(b) may include the amounts referred to in section 359(3).

(8) Section 354 does not apply to tax rates required to raise revenue needed to pay school board requisitions.

RSA 2000 cM-26 s359.2;2016 c24 s135;2017 c13 s1(33)

Designated industrial property assessment requisitions

359.3 (1) In this section, “designated industrial property requisition” means a requisition referred to in section 326(1)(a)(vi).

(2) The Minister must set the property tax rate for the designated industrial property requisition.

(3) The property tax rate for the designated industrial property requisition must be the same for all designated industrial property.

2016 c24 s57

Cancellation, reduction, refund or deferral of taxes

359.4 If the Minister considers it equitable to do so, the Minister may, generally or with respect to a particular municipality, cancel or reduce the amount of a requisition payable under section 326(1)(a)(vi).

2016 c24 s57



REQUEST FOR DECISION

SUBJECT: Stakeholders in Bankruptcy or Receivership
SUBMISSION TO: REGULAR COUNCIL MEETING **REVIEWED AND APPROVED FOR SUBMISSION**
MEETING DATE: March 26, 2018 **CAO: MH** **MANAGER: DD**
DEPARTMENT: FINANCE **GM: RO** **PRESENTER: DD**
STRATEGIC PLAN: Level of Service

RELEVANT LEGISLATION:
Provincial (cite) – MGA Section 348

Council Bylaw/Policy (cite) – NA

RECOMMENDED ACTION:
MOTION: That Council accept the RMRF List of Bankruptcy and Receivership – MD of Greenview Report for information.

MOTION: That Council write off the uncollectible taxes for the following accounts; Legend Energy for \$557.89 and Northpoint Resources for \$692.78, due to these companies being bankrupt, as well as Waldron Energy Corporation for \$1,893.14 and Tallgrass Energy Corp. for \$2,414.34, due to no further funding available.

BACKGROUND/PROPOSAL:
Administration in conjunction with Reynolds Mirth Richards & Farmer LLP, has prepared the attached spreadsheet outlining the list of stakeholders who have filed for receivership or bankruptcy. In the case of receivership or bankruptcy, the recovery of taxes is governed by a court decision.

Greenview’s legal Counsel has provided the following statement regarding these accounts:
“In terms of the impact of these insolvency situations involving tax payers in the MD, there is a large degree of uncertainty as to whether the MD will recover funds. Up until recently, the approach taken by municipalities when the tax arrears were for linear taxes, was to claim a preferred creditor position, but not secured status for those taxes. That meant, as in the Verity situation, that the MD did not receive funds from the sale of the assets because there were insufficient funds from the sale of assets to pay out the secured creditors, typically the lender to the company.”

“In 2017, there was a very negative decision issued in a bankruptcy/receivership file which triggered a new approach being taken and an appeal being taken from that negative decision. That appeal is to be heard in June, 2018. Mike McCabe of our office is acting for Northern Sunrise in that appeal. The position being taken by the municipalities who are appealing is that the municipalities are secured creditors for all of the taxes, including linear, and that the municipalities must be paid first from the proceeds of sale of

assets. This decision will have an impact upon the MD's position in the situations where the company is still in bankruptcy and there are assets to be sold, or proceeds of sale which have not been distributed.”

As noted on the spreadsheet, no Proof of Claim has been filed for Legend Energy and Northpoint Resources. Administration felt that the balance owing by both companies did not justify the cost of filing a Proof of Claim and the resulting legal expense. As well, final decisions and distributions have been completed for Waldron Energy Corporation and Tallgrass Energy Corp., with no further chance of recourse for these accounts. As such, Administration is recommending Council pass a motion to have the balances of these four tax accounts written off as there will be no option for recovery.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is to keep Council informed.
2. The benefit of Council accepting the recommended motion is deal with accounts that are uncollectible.

DISADVANTAGES OF THE RECOMMENDED ACTION:

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

ALTERNATIVES CONSIDERED:

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

Alternative #2: Council may choose not to accept the recommended motion and write off the outstanding taxes owed by Legend Energy and Northpoint Resources. This is not recommended by Administration as these two companies have declared bankruptcy and there is no recourse to collect the taxes.

FINANCIAL IMPLICATION:

Uncollectible taxes for Legend Energy in the amount of \$557.89, Northpoint Resources \$692.78, Waldron Energy Corporation \$1,893.14 and Tallgrass Energy Corp \$2,414.34.

Direct Costs: \$5,558.15

Ongoing / Future Costs: .0

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

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

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Once Council makes a decision Administration will initiate the required actions as instructed by Council.

ATTACHMENT(S):

- RMRF List of Bankruptcy and Receivership – MD of Greenview
- MGA Section 348

BANKRUPTCY & RECEIVERSHIP LEGAL ACCOUNTS		
COMPANIES	TYPE OF ACCOUNT	AMOUNT OWING
Anterra Energy Inc.	Linear & Industrial Accounts	\$162,421.94
Canada North Camps Inc.	Leased Land	\$395.97
Canadian Oil & Gas International Ltd (COGI)	Linear & Industrial Accounts	\$143,462.74
D.J. Catering Ltd	Leased Land	\$217,435.78
Legend Energy	Linear Account	\$557.89
Manitok Energy Inc.	Leased Land	\$84.61
Nordegg Resources Inc.	Linear Account	\$4,534.13
Northpoint Resources	Linear Account	\$692.78
Quatro Exploration and Production Ltd.	Linear & Industrial Accounts	\$2,473.74
Raimount Energy Corp	Linear & Industrial Accounts	\$40,304.58
Shoreline Energy Corp.	Linear & Industrial Accounts	\$71,292.64
Verity Energy Ltd	Linear Account	\$106,230.04
Waldron Energy Corporation	Linear Account	\$1,893.14
Canadian Coyote Energy Ltd.	Linear & Industrial Accounts	\$49,812.90
Questfire Energy Corp.	Linear & Industrial Accounts	\$10,798.61
Tallgrass Energy Corp (filed in 2014)	Linear Account	\$2,414.34
		\$814,805.83

BANKRUPTCY & RECEIVERSHIP LEGAL ACCOUNTS

*Once the Proof of Claim is filed the Trustee/Receiver reviews it and either accepts it as is, disclaims it or will ask for further information.

The Proofs of Claim are rarely disclaimed, but if they are notice is sent with an explanation as to why.

Requests for further information are usually for updated statements and things like that.

The only thing for us to do is watch for notices that are sent to whoever is listed on the proof of claim to receive them.

** "Waiting" means that we can't file a Proof of Claim yet but will as soon as we are told we can.

*** The Verity assets were sold by the receiver and the court order sold them free of taxes owing prior to the sale.

The court order did not treat the MD's taxes as secured and there were insufficient funds generated to pay anything to creditors who were not secured.

**** a Proof of Claim will be filed.

Tax becomes debt to municipality**348** Taxes due to a municipality

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

RSA 2000 cM-26 s348:2005 c14 s12

Fire insurance proceeds

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

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

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

1994 cM-26.1 s349

Tax certificates

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

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



REQUEST FOR DECISION

SUBJECT:	History of Tonne/Km. haul	REVIEWED AND APPROVED FOR SUBMISSION
SUBMISSION TO:	REGULAR COUNCIL MEETING	CAO: MH MANAGER: GM
MEETING DATE:	March 26, 2018	GM: PRESENTER: GM
DEPARTMENT:	OPERATIONS	
STRATEGIC PLAN:	Infrastructure	

RELEVANT LEGISLATION:

Provincial (cite) – N/A

Council Bylaw/Policy (cite) – Bylaw 12-673 – Schedule of fees

RECOMMENDED ACTION:

MOTION: That Council accept the following tonne/km rates report for information, as presented.

BACKGROUND/PROPOSAL:

On February 26, 2018 Council passed Motion 18.02.99 ***“That Council direct Administration to bring forward a Request for Decision regarding a draft report regarding the Gravel Haul Rates and Forestry Trunk Road Rates”***.

Provided below in chronological order are the Request for Decision recommended motions that were approved by Council over the past 7 years that itemized an approved Tonne/Km rate .

Chronological Order of Events	
January 30, 2009	MOTION 09.01.043: That Council authorized Administration to carry out the gravel stockpiling operation as proposed, at a set rate of \$0.12/tonne-km to Municipal stockpile locations, with no basic loading factor, for an estimate cost of \$1,717,000.00.
January 13, 2010	<p>MOTION 10.01.669: That Council authorize a rate of \$0.12 tonne/km plus \$1.00 basic loading factor for stockpiling projects in 2010 with a total cost of \$2,072,150.00. Trucks are to be hired from the standing offer aggregate list, as previously approved.</p> <p>MOTION 10.01.670: That Council approve a 10% contingency fund to the entire program to allow for pre-existing road conditions, weather factors and other unforeseen circumstances.</p>

January 10, 2011	<p>MOTION 11.01.06: That Council authorize the rate of \$0.12 tonne/km plus \$1.00 Basic Loading Factor from the stockpile projects in 2011, which include Athabasca Wapiti to Little Smoky at \$861,000; Athabasca to Valleyview at \$436,750.00; and Athabasca to Hunke at \$307,050 for a total project of \$1,604,800.00 plus GST. Projects are to be posted on the Alberta Purchasing Connection website as per TILMA requirements with funds to come from Gravel Inventory assets.</p> <p>MOTION 11.01.07: That Council authorize a 10% contingency in the amount of \$160,480.00 to allow for pre-existing road conditions and weather factors and other unforeseen circumstances, with funds to come from Gravel Inventory assets.</p>
January 10, 2012	<p>MOTION 12.01.004: That Council authorizes the rate of \$0.12 tonne/km plus \$1.00 Basic Loading Factor for the stockpile projects in 2012. Total project cost is \$1,076,000.00 not including GST. Projects are to be posted on the Alberta Purchasing Connection website as per the Northwest Partnership Agreement requirements. All funds to be taken from Gravel Inventory assets codes.</p> <p>MOTION 12.01.005: That Council approve a 10% contingency in the amount of \$107,610.00 to the entire program to allow for pre-existing road conditions and weather factors and other unforeseen circumstances.</p>
November 26, 2013	<p>MOTION 13.11.670: That Council approve the purchase of up to 150,000 tonnes of road crush gravel from Wapiti Sand and Gravel Suppliers for an amount not to exceed \$4,000,000.00.</p> <p>Gravel supply comparison included in RFD showing the haul rate at \$0.13 per tonne/km. (attached)</p>
December 10, 2013	<p>MOTION: 13.12.696: That Council approve the loading, hauling and stockpiling of up to 230,000 tonnes of gravel from the Rail Rock pit to the new stockpile site at kilometer 70 of the Forestry Trunk Road, at a maximum cost of \$990,000. Subject to adequate road conditions.</p> <p>Winter haul the tonne/km rate was indicated at \$0.12. This also included a \$1.00 loading factor in RFD.</p>
2014	There are no records of a tonne/km rate found.
March 10, 2015	MOTION 15.03.118: That Council approve Schedule "A" 2015 Greenview Equipment Contractor Registry.

	On March 10, 2015 an RFD was presented to Council showing two (2) separate haul rates. The FTR rate was approved at \$0.14 per tonne/km and \$0.12 per tonne/km for all other hauls. Both included a \$1.00 loading factor. (Schedule "A" attached)

At present Greenview has a Tonne kilometer haul rate of \$0.12 per tonne/km plus a \$1.00 basic loading factor on local roads and \$0.14 tonne/km plus the \$1.00 loading factor. Up to the present date, rates have not changed.

Until recently, the rate has proven sufficient to procure the trucks necessary to conduct Greenview’s gravel hauls. During Greenview’s most recent hauls, Administration had to go further than the EOI list to secure necessary vehicles. The trouble securing equipment is a potential sign that a rate increase may be warranted.

Attached is information gathered from other municipalities.

Council has several options when looking at potential increases:

Option 1: Set a New Tonne/KM Rate

The amount of gravel and the haul distances fluctuate year to year; however, using 2017 numbers every \$0.01 increase in the haul rate would have a corresponding budget impact of approximately \$46,135.00.

Rate	Approx. Budget Impact
\$ 0.13	\$ 46,135.00
\$ 0.14	\$ 92,270.00
\$ 0.15	\$ 138,405.00
\$ 0.16	\$ 184,540.00
\$ 0.17	\$ 230,675.00
\$ 0.18	\$ 276,810.00
\$ 0.19	\$ 322,945.00
\$ 0.20	\$ 369,080.00

Administration suggests using only one set rate for all tonne/km hauls within Greenview, which would include the Forestry Trunk Road.

Option 2: Utilize the Rate Formula in the ARHCA Book at 89%

The Unit Haul Rate formula from the Alberta Roadbuilders & Heavy Construction Association Book (ARHCA) is as follows:

Tonne/Kilometer Rate =

$$\frac{[\text{Haul Time (Hours)} \times \text{LOCAL Hourly Rate}] + [\text{Load Time (Hours)} \times \text{LOCAL Hourly Rate}]}{\text{Tonnes Per Load} \times \text{Kilometres Hauled One Way}}$$

Utilizing this formula would result in a variable rate dependent upon the haul. For a short haul of approximately 30kms, a Tonne/Kilometre rate of approximately \$0.21 results. For a longer haul of approximately 109kms, a Tonne/Kilometre rate of between \$0.13 - \$0.14 results. The formula factors in load times, so the loading factor would not be added.

Option 3: Tender Hauls and Select the Lowest Bid

This option is the method used by other municipalities. Bids are solicited and the lowest bid, regardless of most other factors, is selected. This process could take the form of either a project price (cost for the entire project) or a per unit price (cost per truck) based on tonne/kms.

This option would be more in compliance with purchasing legislation and would be far easier and efficient to administrate. It would have the impact of opening competition up beyond the EOI list, though would not exclude a local group depending upon how the tender was done.

Option 4: No Change

Council could decide to keep the rate(s) as they are now. Given the issues encountered during the most recent hauls, Administration is suggesting that Council should consider some increase to the tonne/kilometer rate.

BENEFITS OF THE RECOMMENDED ACTION:

- The benefit of the recommended action will provide Council with the information to assist in making a knowledgeable decision.

DISADVANTAGES OF THE RECOMMENDED ACTION:

- 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:

Direct Costs: Are dependent upon which option Council chooses.

Ongoing / Future Costs: A raise to the tonne/km rate will increase the yearly gravel Budget.

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 communicate Council's decision accordingly.

ATTACHMENT(S):

- Gravel Haul Rate Comparison

GRAVEL HAUL RATE COMPARISON

County	Tendered	Lowest Tonne/Km Rate	Loading Factor per Tonne	Length of Haul	Additional Information
Greenview	No	\$0.12 \$0.14 (FTR)	\$1.00	27 km to 152 km	Greenviews current rates set by Council.
Grande Prairie	Yes	\$0.14	\$0.84	24 km	<p>The lowest bid is hired.</p> <p>Bids are a percentage of the rate the county sets.</p> <p>100% of a set rate is used.</p> <p>The set government rate for a 24 km haul is \$0.12 tonne/km + \$0.73 loading factor).</p> <p>The lowest bid percentage in 2017 was 114.94%:</p> <ul style="list-style-type: none"> • Tonne/Km Rate= \$0.12 x 114.94%= \$0.14 • Loading Factor=\$0.73 x 114.94%= \$0.84
Yellowhead	Yes	\$0.28	\$0.75	3 km to 42 km	<p>The lowest bid is hired.</p> <ul style="list-style-type: none"> • 2017 the lowest bid rate was \$0.17 + \$0.75 Loading Factor • 2018- lowest bid rate was \$0.28 + 0.75 Loading Factor
Birch Hills	Yes	\$0.18	\$1.00	40 km or less	The lowest bid is hired.
Saddle Hills	Yes	\$0.17	\$0.85	3 km to 120 km	<p>The lowest bid is hired.</p> <ul style="list-style-type: none"> • 2018 bids will be a percentage of a rate set by the county. • 75% of the hauls are 50 to 60 km • 25% of the hauls range from 3 to 120 km
Woodland	Yes	No Tonne/Km rate since 2006			<p>The lowest bid is hired.</p> <p>Trucks are hired from the bid list at the lowest rate.</p>



REQUEST FOR DECISION

SUBJECT: Valleyview Intermunicipal Development Plan – Proposal and Terms of Reference
SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION
MEETING DATE: March 26, 2018 CAO: MANAGER: SAR
DEPARTMENT: PLANNING & DEVELOPMENT GM: GG PRESENTER: SAR
STRATEGIC PLAN: Development

RELEVANT LEGISLATION:

Provincial – Municipal Government Act, RSA 2000, S.631(1) Intermunicipal Development Plan – “Two or more Councils may, by each passing a bylaw in accordance with this Part or in accordance with sections 12 and 692, adopt an intermunicipal development plan to include those areas of land lying within the boundaries of the municipalities as they consider necessary.”

Council Bylaw/Policy – Valleyview Intermunicipal Development Plan 09-587

RECOMMENDED ACTION:

MOTION: That Council approve that Valleyview Intermunicipal Development Plan – Proposal and Terms of Reference.

BACKGROUND/PROPOSAL:

The Valleyview Intermunicipal Development Plan (VVIDP) is an important statutory plan for which two or more councils may, by passing a bylaw adopt a plan in accordance with legislative requirements. An intermunicipal development plan may provide future land use areas and address how future development will be defined and any other matter relating to the physical, social or economic development of the area that the joint councils may consider necessary. The plan must include a procedure to be used to resolve or attempt to resolve any conflict between the municipalities and also a procedure to be used to adopt, amend or repeal the plan. The plan will provide a growth strategy within a specified fringe area contained within the intermunicipal plan boundaries. Finally, there must be provisions relating to the administrative function of the plan.

Regular reviews of intermunicipal plans are required to ensure future land use meets the needs of the communities it serves and in order to remain relevant with planning principles and development matters through a joint municipal review process.

Greenview’s administration has taken the lead in the preparation and initiation of the overall plan review. However, the Town of Valleyview’s administration has been consulted to ensure they provide the necessary input to the plan. Future meetings will be held jointly with administration and council to ensure equal input into the consultant selection and plan preparation process.

The Valleyview Intermunicipal Development Plan – Proposal and Terms of Reference has been provided for Council to consider. The attachment outlines the consultant’s terms and requirements of the required Request for Proposal submission and summarizes timelines for the entire VVIDP review process. Focus areas that are to be considered would include public and stakeholder input addressing strengths and weakness of the existing plan and update growth management strategies. It is necessary to outline future land use plans, establish servicing standards and identify transportation corridors to ensure long-term economic growth strategies are identified within the plan.

Council participation is necessary to provide their input and guidance into the VVIMP review process.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit for the recommended motion is to ensure council is aware of the legislative requirements prior to the commencement of the planning review process.

DISADVANTAGES OF THE RECOMMENDED ACTION:

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:

Direct Costs: Planning Budget \$60,000.00 for the review of the Valleyview Intermunicipal Development Plan (VVIDP).

Ongoing / Future Costs: Established in 2018-19 Planning Budget details for VVIDP to review \$60,000.00 and Citizens’ Panel expenses \$9,000.00.

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.

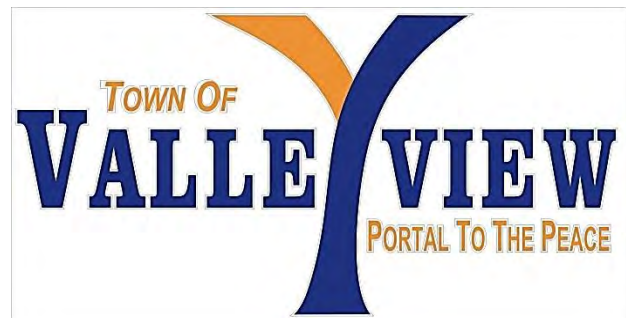
FOLLOW UP ACTIONS:

Planning staff will continue with the statutory plan review process for the Valleyview Intermunicipal Development Plan.

ATTACHMENT(S):

- Valleyview Intermunicipal Development Plan – Proposal & Terms of Reference

Request for Proposal
Municipal District of Greenview and the Town of
Valleyview Intermunicipal Development Plan Review



Request for Proposal

Municipal District of Greenview and the Town of Valleyview Intermunicipal Development Plan Review

1. Proposal Submission

Interested consultants may submit a proposal for the services requested in the “Terms of Reference” attached. Proposals must be received by **April 30, 2018 at 14:00 Hrs (MST)** (the “RFP Closing Time”) in a sealed envelope and addressed to:

Attention: Sally Rosson, Manager, Planning & Development
Municipal District of Greenview No. 16
Box 1079, 4806 – 36 Avenue
Valleyview, AB T0H 3N0

Proposals must be received at the front reception desk at the above-specified address on or before the RFP Closing Time (as per the time-date stamp clock located at the Municipal District of Greenview’s Main Reception Desk) and date set forth or they will not be accepted for this specific RFP. Faxed or emailed proposals will not be accepted nor considered. Any proposals that are received via facsimile or email will be returned to the consultant via method received.

The Municipal District of Greenview and the Town of Valleyview (hereafter referred to collectively as the “Client”) are not responsible for the timeliness of documents delivered nor will the Client accept any proposal delivered to a location other than the reception desk at the above-specified address.

At a minimum, each proposal shall contain the following:

- i) A consulting firm profile outlining expertise, history, philosophy and target market;
- ii) Staff to be assigned to the project and their relevant experience and qualifications;
- iii) Methodology to complete project phases, including price and time allocated for each task;
- iv) Schedule of fees for staff assigned to the project;
- v) All-inclusive total price for all components of the project;
- vi) Number of proposed meetings, including the purpose and structure of the meeting;
- vii) Minimum of **two** written letters of references for similar projects completed; and
- viii) Minimum of **two** examples of similar projects completed within the last three years.

Proposals will be opened following the RFP Closing Time. Proposals received after the submission deadline or not meeting the submission requirements will not be accepted. Interested consultants will submit one hardcopy and one Adobe PDF version of the proposal on CD or USB key.

The Client may reject any proposal(s) that are unsigned, incomplete, conditional, illegal, or if the proponent fails to meet all the requirements stated in this request. The Client also reserves the right to disqualify any consultant's submission whose credentials or performance has been deemed unsatisfactory in the past.

2. Inquiries

Refer all written proposal inquiries to Sally Rosson, Manager, Planning & Development, Municipal District of Greenview, by email at sally@mdgreenview.ab.ca. **Telephone inquiries will not be accepted.**

The Client is under no obligation to respond to any inquiry submitted to it in respect of this RFP. If the Client, in its sole and unfettered discretion, determines that a written response to an inquiry is warranted, written inquiries and the responses thereto will be provided as an "Addendum" posted to the Alberta Purchasing Connection (APC) website. It will be each consultant's responsibility to check APC for any additional information. Inquiries will be accepted up to five business days before the RFP Closing Time. Such written response(s) will be issued in the form of an addendum to this RFP and will be deemed to be part of this RFP.

Should a consultant find any discrepancies, omissions, ambiguities, or conflicts with the RFP requirements, it will be the responsibility of the consultant to bring the matter to the attention of the specified individual above, within five business days before the RFP Closing Time. Failure to do so will result in the consultant accepting all responsibility for the decisions made regarding their proposal submission.

3. Description of the Project

Attached is the "Terms of Reference" describing the project to be undertaken by the selected consultant. It is recommended that consultants review existing planning documents to gain a better understanding of planning policies and document structure.

4. Consultant Experience

All interested consultants are required to provide a minimum of **two (2)** references with their proposal submission confirming/detailing the quality of work completed for similar projects. **Two (2)** samples of recent similar projects are also required to be included with the proposal submission, briefly describing the client, purpose, process, and outcome of the project.

5. Team Structure of Consultant

Should the consultant be comprised of two or more consulting firms, one firm must act as the team lead for the purpose of completing the project. This project is a joint municipal endeavour, however, the Client will deal directly with the firm named as team lead, and the management and compensation for additional firms will be the responsibility of the team lead. A list of all firm names, principals, and team qualifications will be required with the proposal submission in order to be accepted.

6. Project Completion Date

It is anticipated that the consultant will be selected by **May 15, 2018** and project commencement will be no later than **June 30, 2018**. Final completion of the project with adoption by Councils is proposed for no later than **November 30, 2019**. The Client reserves the right to extend this time frame at its sole discretion.

7. Proposal Evaluation and Awarding Proposals

After the RFP Closing Time, the Client will review and evaluate all the Proposals received based upon the information supplied by the consultants in accordance with the submission requirements of this RFP. In evaluating the Proposals received, the Client will consider all of the criteria listed below and the Client will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed below. By submitting a Proposal, each consultant acknowledges and agrees that it waives any right to contest in any legal proceedings the decision of the Client to award points in respect of the criteria noted below. Each proposal will be evaluated solely on its own content.

At a minimum, proposals will be evaluated based on the inclusion of the following submissions:

- a) Proposed methods for working on a project;
- b) Knowledge and skills you can offer this project;
- c) Electronic capability of finalizing the project including graphic design or alternatives;
- d) Provision of the proponent(s) resumes including:
 - i. Background and training, and
 - ii. Years of experience.
- e) Provision of corporate references from previous work, preferably in work similar to the work described.

Proposals will be evaluated based on the following criteria:

RATED CRITERIA	POINTS	POINT WEIGHT	MAXIMUM POINTS
Project Team Experience	0 to 10	x 2	20
Understanding of Project	0 to 10	x 3	30
Methodology	0 to 10	x 2	20
Project Schedule	0 to 10	x 1	10
Price	0 to 10	x 2	20
TOTAL	-	-	100

Scoring is based on a scale of 0 to 10. A score of 0 points means the consultant did not complete the proposal requirement or they did not understand the requirement to correctly fulfill it. A score of 5 points means the consultant has come close to completing the requirement; however, the information provided suggests there are more efficient methods to complete the requirement. A score of 10 points means the consultant completed the requirement and exceeded requirement expectations. Points ranging between the above-defined point values will be at the discretion of the evaluator and the information provided within the proposal.

Assignment of points for Price will be determined by the number of proposals received and ranked the lowest price (10 points) to highest price (1 point). All other proposals will be ranked within a decimal range of 2 to 9 points as determined by the number of proposals received.

Following the evaluation process and ratification by the Joint Councils, the proposal with the most points will be awarded the contract to complete the work defined within the Terms of Reference. The selected consultant will be notified as soon as possible following the completion of the evaluation process. An interview process may be conducted by Greenview with two or more consultants, prior to awarding the contract, should proposals be ranked within 5 points of each other.

At all times, the Client reserves the right to seek written clarification regarding a Proposal from a consultant. Such clarification shall be deemed an amendment to such consultant's Proposal.

8. Rejection of Proposals

The Client reserves the right to reject any and all proposals received as a result of this request and to cancel this solicitation at any time prior to the execution of a contract.

9. Incurring Costs

The Client is not liable for any costs or expenses incurred by consultants in the preparation or submission of their proposals or for attendance at any meetings related to this request for proposal prior to the issuance of a contract.

10. Final Negotiations

The Client reserves the option to negotiate the final costs, scope of work and modified terms and conditions as well as the option to limit or include parties at the Client's sole and full discretion in such negotiations

11. Delay with Negotiations

If a written contract cannot be negotiated within a reasonable period of time with the selected consultant, the Client may, at its sole discretion at any time thereafter, terminate negotiations with the consultant and either

negotiate a contract with the next qualified consultant or choose to terminate the solicitation process and not enter into a contract with any of the consultants.

12. Freedom of Information and Protection of Privacy

This request for proposal is subject to all applicable legislation including the Municipal Government Act, the Freedom of Information and Protection of Privacy Act, the bylaws and policies.

13. Documents

All documents submitted by a Proponent shall become the property of the Client upon being presented, submitted or forwarded to the Client. Should any documents be submitted electronically, notwithstanding the prohibition on same contained elsewhere in this RFP, then their content and the media they are contained in shall also become the property of the Client upon their being presented, submitted or forwarded to the Client.

14. Law and Forum of Proposal

The law to be applied in respect of this RFP shall be the law of the Province of Alberta and all civil actions commenced in relation to this RFP shall be adjudicated by the Courts of the Province of Alberta. By submitting a Proposal, the consultant is deemed to have agreed to attorn to the jurisdiction of the Courts of the Province of Alberta.

15. General Conditions Applicable to this RFP

By submitting a Proposal, a consultant agrees:

- a) to be responsible for conducting its own due diligence on data and information upon which its Proposal is based;
- b) that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;
- c) that it has gathered all information necessary to perform all of its obligations under its Proposal;
- d) that it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;
- e) to hold harmless the Client, its elected officials, officers, employees, agents or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process;

- f) that it shall not be entitled to claim against the Client, its elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from the Client or otherwise (including information made available by its elected officials, officers, employees, agents or advisors), regardless of the manner or form in which the information is provided is incorrect or insufficient;
- g) that the Client will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of, or arising out of, preparing, submitting, or disseminating a Proposal, or for any presentations or interviews related to the Proposal, or due to the Client's acceptance or non-acceptance of a Proposal; and
- h) to waive any right to contest in any proceeding, case, action or application, the right of the Client to negotiate with any consultant for the Contract whom the Client deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the Client and acknowledges the Client may negotiate and contract with any consultant it desires.

By submitting a Proposal, a consultant agrees and acknowledges that this procurement process is a Request for Proposal and is not a tendering process. It is part of an overall procurement process intended to enable the Client to identify a potential successful consultant. The submission of a Proposal does not constitute a legally binding agreement between the Client and any consultant.

The Client may elect at its sole discretion to accept or reject any Proposal or part thereof and to waive any defect, irregularity, mistake or non-compliance in any Proposal and to accept or reject any Proposal or alternative Proposal, in whole or in part, which it deems to be most advantageous to its interests.

No implied obligation of any kind or on behalf of the Client shall arise from anything in these RFP documents.

Notwithstanding any other provision of this RFP to the contrary, the Client is not bound to accept any Proposal. At any time prior to execution of the Contract, the Client may, in its sole and unfettered discretion, or for its own convenience, terminate the procurement process, cancel the Work or proceed with the Work on different terms. All of this may be done with no compensation to the consultants or any other party.

Selection of the successful consultant, if any, is at the sole and unfettered discretion of the Client.

Terms of Reference

Municipal District of Greenview and the Town of Valleyview Intermunicipal Development Plan Review

1. Context

The Municipal District of Greenview (Greenview) surrounds the Town of Valleyview (Valleyview) and together have a population of approximately 8,000. The Greenview and Valleyview area plays an important role as a service centre and hub of economic activity for the Northwestern region of Alberta. There is a wide diversity of resources from oil and gas to lumber and mining, as well as tourism opportunities. Rapid development in these resource sectors has resulted in Greenview being host to a strong and diverse economic base. Valleyview has a diverse economy, having a role as a regional administrative and commercial centre as well as providing support to resources extractive industries.

2. Purpose of Review

Greenview and Valleyview are seeking the services of a qualified professional planning consultant to undertake the review of Intermunicipal Development Plan. The following list specifies focus areas where the updated IDP needs to clarify, strengthen, remove or add to its land use policies to meet the needs of both municipalities.

These areas of focus are:

- i) Assess strengths and weakness of existing document – obtain input from stakeholders who may have used it or have a current/past interest in the area.
- ii) Reviewing and updating the planning and referral areas to reflect statutory planning, existing development and joint infrastructure assets in both the Greenview and Valleyview.
- iii) Confirming the updated growth management strategy reflects statutory plans and growth within Greenview and Valleyview.
- iv) Align with future provincial Highway Realignment plan and access changes.
- v) Establishing clear direction and mapping on joint delivery of services such as water, sewer, roads, stormwater, fire services, recreation and trails.
- vi) Establishing stronger engineering and servicing standards so the quality of services/infrastructure maintains consistency.
- vii) The IDP will be part of the Greenview's and Valleyview's Intermunicipal Collaboration Framework.
- viii) Utilizing public engagement sessions to receive input from landowners within the Plan area and other affected stakeholders.
- ix) Utilizing public engagement sessions to receive input regarding future growth areas.

While the consultant will be required to address the identified areas of focus, it should be noted that the areas of focus are a minimum requirement for successfully completing the review. It is anticipated that additional items will require attention through the preparation of the Intermunicipal Development Plan with feedback from both Councils, administration, and the public.

3. Municipal Development Plans

The Municipal District of Greenview's Municipal Development Plan was adopted in 2016 to provide guidance with the overall planning framework for the Municipality. The Plan sets priorities to ensure that long-term planning will be undertaken in a manner that is sustainable and protects the agricultural and rural development interests of the municipality. Greenview is committed to cooperating with neighbouring municipalities to further the economic goals of the municipality and strengthen the need for environmental conservation and protection.

The Town of Valleyview's Municipal Development Plan was adopted in 2016 to guide management of land uses within the Town. The Plan outlines future land uses, the manner and proposals for future development, provisions for transportation systems and the provision of municipal services and facilities, the coordination of land use and infrastructure with Valleyview.

4. Current Intermunicipal Development Plan (IDP)

The Valleyview Intermunicipal Development Plan (IDP) was adopted in 2009 to promote cooperation and communication between the Municipal District of Greenview and the Town of Valleyview on planning and development matters within the Valleyview area. The IDP established a growth strategy for both the urban and rural area as well as a procedure to be used to resolve or attempt to resolve any conflict between the municipalities. These policies enable the municipalities to prohibit or regulate the use and development of lands within the plan area according to the planning principles and development strategies found in Valleyview and Greenview's statutory plans.

Regular reviews of the IDP reinforce its ability to efficiently and effectively control the use and development of the area in question. Furthermore, it is generally accepted that plans and policies should be reviewed every five (5) years. As it has been over five years since the IDP was either adopted or thoroughly reviewed, both Greenview and Valleyview are requesting a comprehensive review of the Intermunicipal Development Plan to ensure all areas of focus can be properly amended in a timely manner to ensure that a complete IDP can be adopted in 2019.

5. Consultant

Greenview and Valleyview are requesting proposals from qualified professional planning consultants with extensive experience in formulating Intermunicipal Development Plans in Alberta. The selected consultant will complete the required work outlined in the work program agreed by the Client.

6. Project Team

The project team will consist of the consultant's staff and Greenview and Valleyview staff. Municipal staff will act as a resource for the consultant's staff in order to provide the requested municipal data. The project lead is the Planning and Development Manager for Greenview. The consultant will be the project manager and ensure personnel are properly assigned and timelines are met. The consultant will prepare the new Intermunicipal Development Plan; including amendments, regulations and schedules, and prepare and present the document at the required public engagement meetings. Municipal staff, in providing requested municipal data, will ensure a current copy of the Intermunicipal Development Plan is provided, as well as any other planning hierarchy documents that are necessary for the successful completion of this project, such as Area Structure Plans, Outline Plans, Department Strategies, or the like.

7. Public Engagement/Citizens' Panel

Public Engagement consultation process and Citizens' Panel review shall be established utilizing the membership from both Greenview and Valleyview citizens. This panel will include four members of the public from each municipality. The consultant will be responsible for conducting no less than four (4) meetings with the Citizens' Panel to facilitate a healthy and productive discussion and deliberation among panel members allowing everyone's ideas, views and opinions to be shared. In the closing stages of this public engagement process, the consultant will assist the members of the panel with the production of a number of recommendations that can be provided to elected officials and their administration.

The objectives of forming both a Public Engagement and Citizens' Panel review process as part of the public consultation portion of the IDP review are to:

- a) Allow the public to participate in the review and adoption of local land use policies that will affect their community;
- b) Provide an opportunity for members of the public to learn about the importance of land use policies, which policies are required by legislation and how these policies are created; and
- c) Receive genuine and constructive feedback from citizens that have a working understanding of the land use policies being reviewed.

8. Work Program

The Intermunicipal Development Plan review will be undertaken in three generalized phases. These phases may be further clarified by the consultant; however, the Client expects at a minimum that the project will proceed in the recommended order. Public consultation will be a large component of the project and it is expected that the consultant will be able to utilize a number of public engagement strategies that will be effective for the given audience. Consultation will not be limited to only the public, and the consultant should be able to demonstrate

effective communication skills when interacting with stakeholders, provincial departments and agencies, Greenview and Valleyview Council and administration. The proposed phases are as follows:

Phase 1: Background Review and Analysis

The consultant will begin the project with a start-up **joint** meeting with the two administrations and Clients' Councils. A background report will be compiled outlining the current policies affecting the areas of focus and any other policy suggestions requiring attention as a result of the consultation process with Administrations' and Clients' Councils.

Public engagement sessions will be conducted and will cover the areas of focus plus any other topics required by the consultant to complete the project.

Phase 2: Preparation of Intermunicipal Development Plan

A draft Intermunicipal Development Plan will be prepared by the consultant. Both Clients' Councils must be consulted to provide their comments/feedback prior public consultation and Citizens' Panel. The Citizens' Panel for review and feedback is required prior to public review. Public consultation should occur prior to final approval of the draft IDP to ensure the document is user-friendly for the public and to measure the level of support by the public for the regulations being suggested.

Phase 3: Plan Adoption

The consultant will present the final draft IDP to the Clients' Councils giving first reading. Following first reading, the consultant will provide a public notice indicating the date, time and place of a **joint public hearing** to be held for the IDP. After the public hearing has been closed, second and third reading will be given to the Plan. The consultant will provide all final copies of the approved Plan in accordance with the deliverables criteria.

9. Project Schedule

The project schedule provided by the consultant should meet the indicated milestones below. Any changes to the schedule must be agreed to by the consultant and the Client. It is anticipated that the consultant will be selected by **May 15, 2018** and project commencement will be no later than **June 30, 2018**. Final completion of the project with adoption by Council is proposed for no later than **November 30, 2019**.

Tentative Scheduled Dates:

1. Contract Acceptance date **May 30, 2018**
2. Presentation to the Clients' Councils (joint meeting) to obtain feedback on the Plan no later than **June 30, 2018**.
3. Project start-up with Citizens' Panel appointment and commence engagement no later than **July 15, 2018**.
4. Background Report submitted to Clients' Councils (joint meeting) no later than **July 30, 2018**.
5. Citizen Engagement Sessions (4) minimum from: **June 30, 2018 to September 15, 2018**.
6. Workshop with Clients' Councils (joint meeting) to communicate with them jointly no later than **October 31, 2018**
7. Draft IDP for Citizens' Panel Review and recommendations to Council (joint meeting) no later than **November 30, 2019**
8. First Public Engagement Session no later than **January 30, 2019**.
9. Draft IDP for Clients' Councils (joint meeting) review no later than **March 30, 2019**.
10. Second Public Engagement Session no later than **April 30, 2019**.
11. Receive First Reading to Bylaw from the Clients' Councils no later than **May 30, 2019**.
12. Joint Public Hearing no later than **June 30, 2019**.
13. Receive second reading from the Clients' Councils no later than **September 15, 2019**.
14. Receive third reading from the Clients' Councils no later than **October 30, 2019**.
15. Final presentation to the Clients' Councils no later than **November 30, 2019**.

Note: The Client reserves the right to extend this time frame at its sole discretion.

10. Deliverables

All materials created must be easily transferable for display on the Clients' websites. Newsletters, brochures and all other forms of communication required to inform the public shall be prepared by the consultant in full-colour format. Presentations shall include the use of PowerPoint wherever possible. The following documents will be required to be submitted upon completion of the Intermunicipal Development Plan:

- a) **Four (4)** bound colour copies of the final IDP, including all maps, illustrations and schedules;
- b) Two electronic copies of the final IDP document and final IDP schedules in Microsoft Word Compatibility Mode format;
- c) Two memory sticks of all and any related colour photos, graphics, presentations given during the project and maps, in compatible formats;
- d) All complete mapping files in a compatible format;
- e) All database material received from the Province, any other agencies, boards or commissions as part of this review, and all database materials produced by the consultant.

11. Public Consultation

Public engagement is critical to the success of the project and the consultation process must be clearly detailed by the consultant. The methods and tools for engaging the public in each phase must be described showing how effective feedback can be received. At a minimum, a public engagement session will be conducted to receive feedback prior to a presentation of a draft IDP to the Clients' Councils and one public engagement prior to public hearing. Notice of the sessions will be posted in the local newspaper and on Greenview's and Valleyview's websites at least two weeks prior to the session date. Each session must present proposed concepts for the public to consider. The public engagement strategies will be detailed in the consultant's proposal to determine the level of effectiveness expected with the methods being utilized.



REQUEST FOR DECISION

SUBJECT: Terms of Reference for the Citizen Panel Review for the Valleyview Intermunicipal Development Plan

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION

MEETING DATE: March 26, 2018 CAO: MANAGER: SAR

DEPARTMENT: PLANNING & DEVELOPMENT GM: GG PRESENTER: SAR

STRATEGIC PLAN: Development

RELEVANT LEGISLATION:

Provincial – Municipal Government Act, 2000, M-26, S. 153 – **General duties of councillors** “Councillors have the following duties: (a) to consider the welfare and interests of the municipality as a whole and to bring the council’s attention anything that would promote the welfare or interests of the municipality;”

Council Bylaw/Policy – Bylaw No. 09-587 Valleyview Intermunicipal Development Plan

RECOMMENDED ACTION:

MOTION: That Council approve the Terms of Reference for the Public Consultation portion of the Valleyview Intermunicipal Development Plan.

BACKGROUND/PROPOSAL:

Citizen Panel representations are extremely valuable as they can enable citizens to help their government understand how the public feels about certain topics and what they would like to see happen. In order to maintain the open, inclusive and transparent governance of the Municipal District, it is essential that the joint municipal councils consult with the public when important decisions have to be made.

The Town of Valleyview’s administration has been consulted to ensure they provide the necessary input to the formulation of the Citizen Panel.

Public engagement is a form of public consultation that sees decision makers solicit input from the general public via a process where a representative sample of the general public is thoroughly informed about a topic before allowing them to formulate an informed response.

Administration is proposing a public engagement tool known as a Citizens Panel be utilized as part of the public consultation process for the Valleyview Intermunicipal Development Plan (VVIDP) review according to the attached Terms of Reference.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of the Citizen Panel representation would provide another avenue of public consultation and engagement to provide an open, inclusive and transparent governance process.

2. The benefit of the Citizen Panel would achieve to not only receive feedback but also educate and inform the public regarding the changes made to the Valleyview Intermunicipal Development Plan prior to its adoption.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. There are no perceived disadvantages.

ALTERNATIVES CONSIDERED:

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

FINANCIAL IMPLICATION:

Direct Costs: \$5,500.00 estimated for 4 member Citizen Panel engagement portion.

Citizen Panel Engagement portion of Planning Budget for both Valleyview Intermunicipal Development Plan and Sturgeon Lake Area Structure Plan Expenditure Codes: 6-21-215-000-6003, 6004, 6011, 6012 & 6015 for a total of \$13,500.

Ongoing / Future Costs: 2018 & 2019 Planning Budget

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:

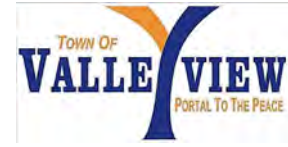
There are no follow up actions to the recommended motion.

ATTACHMENT(S):

- Terms of Reference – Citizen Panel



Municipal District of Greenview and Town of Valleyview Intermunicipal Development Plan



Terms of Reference CITIZENS' PANEL

Legislation

The Municipal Government Act:

“Section 153 – General Duties of Councillors

(1) *Councillors have the following duties:*

(a) *to consider the welfare and interests of the municipality as a whole and to bring to council's attention anything that would promote the welfare or interests of the municipality.”*

Introduction

In order to maintain the open, inclusive and transparent governance of the municipality, it is essential that the Municipality consults with the public when important decisions have to be made. Public engagement is a form of public consultation where decision makers solicit input from the general public via a process that uses specialists to educate a representative sample of the non-specialist population on a subject matter before allowing them to formulate an informed response. Administration is proposing that a public engagement tool known as a Citizens' Panel be utilized as part of the public consultation process for the Valleyview Intermunicipal Development Plan (VIDP) review.

A Citizens' Panel is a public engagement process where over a period of time a consulting firm selects a representative sample of the general population from a pool of volunteers to form a panel and helps educate this panel of citizens' on a certain issue, process or topic. After helping the panel understand the relevant subject matter, the consultants then facilitate healthy and productive discussion and deliberation among group members allowing everyone's ideas, views and opinions to be shared. In the closing stages of this public engagement process, the consultant assists the members of the panel with the production of a number of recommendations that can be provided to elected officials and their administration.

The recommendations produced by Citizens' Panels are extremely valuable as they enable informed citizens' to help their government understand how the public feels about certain topics and what they would like to see happen.

Objectives

The objectives of forming a Citizens’ Panel as part of the public consultation portion of the VVIDP review are to:

1. Allow the public to participate in the review and adoption of the Statutory plan (Intermunicipal Development Plan) that will affect their community;
2. Provide an opportunity for members of the public to learn about the importance of municipal legislation, which policies are required by legislation and how these policies are created; and
3. Receive genuine and constructive feedback from citizens’ that have a working understanding of the land use planning being reviewed.

Process Outline

The steps involved in the administration of the Citizens’ Panel are outlined below. They are subject to further refinement as work progresses.

Step 1: Start Up and Background Information

Upon adoption of the Terms of Reference by each municipality’s Council, the Terms of Reference will be placed in both the Terms of Reference and Request for Tenders (RFT) for the VVIDP Review. Once the Terms of Reference for the VVIDP Review has been adopted and the RFT sent out, administration will finalize the general details about the Citizens’ Panel (i.e. approximate number of meetings and recommendations required). Along with administrations’ reviews of all relevant plans and studies, the aforementioned general details will be placed in a background report.

Step 2: Hand-Off To Consultant

Once a consulting firm has been selected to help with the creation of the new VVIDP, the joint administration’s will meet with the firm to present them with the background report and review expectations for the Citizens’ Panel. The meeting will provide an opportunity to decide the number of:

- i) Members that will be required for the Citizens’ Panel (maximum of four members) from each municipality;
- ii) Meetings where the panel will convene; and
- iii) Recommendations that the panel will provide to the joint Councils.

Additionally, the date of the Initial Public Meeting for the Review, where the consultants would canvass for volunteers to form the Citizens’ Panel, would be agreed upon between the joint Administrations and the consultant. This step would mark the transfer of responsibility for the Citizens’ Panel from Administration to the consulting firm.

Step 3: Management of the Citizens' Panel by the Consultant

Over a period of time defined by the joint administrations, the consulting firm would advertise openings for members on the Citizens' Panel in local media, fill these openings with candidates from a pool of volunteers so as to create a representative sample of the local population, facilitate the Citizens' Panel meetings, assist the Citizens' Panel with the production of a pre-determined number of recommendations for the VVIDP Review, and provide these recommendations to a joint administrations' meeting at a debriefing.

Step 4: Presentation of Recommendations

Once the joint Administrations' receive the Citizens' Panel recommendations, the recommendations will be presented at a Joint Council meeting for review. The joint Councils, joint administrations and the consulting firm will consider the recommendations during the remainder of the VVIDP Review process.

Project Schedule

It is assumed the project would commence by **June 30, 2018**. The anticipated project completion date is **November 30, 2019**, thus the project will span for a period of approximately seventeen (17) months.

During the course of the project, scheduling and other issues may arise that will require some flexibility in the timeline. Revisions in the timeline will normally occur at the commencement of each phase in consultation with the joint Councils.

A tentative schedule of steps described above, is outlined below:

Step 1: Start Up and Background Information – May to July 30, 2018

Step 2: Initial Meeting with Consultants – June 30, 2018

Step 3: Management of the Citizens' Panel by the Consultants – June 30 to September 15, 2018

Step 4: Presentation of Recommendations – June 30 to November 30, 2019

Project Outline Prepared

Prepared by:

Planning and Development Department
Municipal District of Greenview No. 16
March 2018



REQUEST FOR DECISION

SUBJECT: **Discharge of Deferred Reserve Caveats**
SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION
MEETING DATE: March 26, 2018 CAO: MH MANAGER: SAR
DEPARTMENT: PLANNING & DEVELOPMENT GM: GG PRESENTER: SAR
STRATEGIC PLAN: Development

RELEVANT LEGISLATION:

Provincial – Municipal Government Act, s. 655(2); s. 663; s. 666(1-2); s. 669(1)

Council Bylaw/Policy – N/A

RECOMMENDED ACTION:

MOTION: That Council direct Administration to request Alberta Land Titles to discharge, at Greenview's expense, twenty-one (21) deferred reserve caveats, of which Greenview no longer has a need to retain.

BACKGROUND/PROPOSAL:

The Municipal Government Act identifies three (3) different types of reserve land that a municipality may require an owner to provide at the time of subdivision of a parcel: environmental reserve, municipal reserve and school reserve. As a condition of a subdivision approval, the subdivision authority may choose to defer taking of municipal reserve until such time as the lands are subject to further subdivision. The total area of lands to be designated as municipal reserve as part of a subdivision of a parcel cannot exceed ten per cent of the original parcel area. Under the authority of the Municipal Government Act, a municipality must register a deferred reserve caveat against the titles of the parcels being created and/or the land that will remain with the original title.

Administration was requested to research multi-parcel properties within Greenview to calculate the amount of parcels on which Greenview had a municipal reserve and to determine whether the deferred reserve caveats could be discharged from the titles.

The majority of Greenview's deferred reserve caveats were placed under the South Peace Planning Commission, which had been the subdivision authority at the time. Of the seventy (70) deferred reserve caveats on title, Administration recommends that 21 deferred reserve caveats be discharged from title either due to parcel size, there could be no further subdivision, or that a reserve had not been required. Administration recommends retaining deferred reserve caveats on the remaining 49 titles as the lands are subject to further subdivision. This would ensure that the reserve area may continue to remain for Greenview in the possible use of public parks or recreation areas.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is that Greenview would no longer hold extraneous deferred reserve caveats and landowners would have the advantage of having these removed from their land title.

DISADVANTAGES OF THE RECOMMENDED ACTION:

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

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to discharge a total of 70 deferred reserve caveats. Administration does not recommend this alternative as 49 of the titles could potentially be subdivided. Retaining a deferred reserve on these titles would ensure future public use for parks or recreation.

Alternative #2: Council has the alternative to not accept the recommended motion for information.

FINANCIAL IMPLICATION:

Direct Costs: Alberta Land Titles fees to discharge caveats for \$30 per parcel

Ongoing / Future Costs:

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 request Alberta Land Titles to discharge deferred reserve caveats on 21 titles.

ATTACHMENT(S):

- Schedule 'A' – List of Deferred Reserve Caveats
- Schedule 'B' – Municipal Government Act

Schedule 'A' - List of Deferred Reserve Caveats

ROLL	RURALLEGAL	PLAN BLOCK LOT	AREA	AREACD	OWNER1	OWNER2	OWNER3	OWNER4	OWNER5	ZONE	PART	SEC	TWP	RGE	M	DRC #	KEEP OR DISCHARGE
178977	NE-17-66-21-5		56.94	Acres	HALL MICHAEL A AND CATHERINE M					A	NE	17	66	21	5 752 008 714	Discharge	
36995	NE-17-66-21-5		64.59	Acres	DANNER RICHARD ALLEN					A	NE	17	66	21	5 750 008 713	Discharge	
37904	NW-12-71-22-5		108.39	Acres	OCHS TAMMY LYNN					A	NW	12	71	22	5 782 287 800	Discharge	
308501	NW-23-70-22-5		0.6	Acres	JOY AL BUSINESS VENTURES					A	NW	23	70	22	5 832 108 407	Discharge	
37827	NW-23-70-22-5	9222205 1 1	5.63	Acres	TOWN OF VALLEYVIEW					A	NW	23	70	22	5 832 108 407	Discharge	
37835	NW-24-70-22-5		149.57	Acres	JOY AL BUSINESS VENTURES					A	NW	24	70	22	5 828UE	Discharge	
37844	NW-26-70-22-5		148.33	Acres	GEORGE STEWART ENTERPRISES LTD					A	NW	26	70	22	5 762 011 895	Discharge	
38015	NW-26-72-22-5		80	Acres	FINSTER GERALD & ESTHER					A	NW	26	72	22	5 752 063 959	Discharge	
179006	NW-26-72-22-5		80	Acres	FINSTER GERALD & ESTHER					A	NW	26	72	22	5 752 063 961	Discharge	
318182	NW-4-70-6-6	1524238 1 10	16.07	Acres	MD of Greenview					RC	NW	4	70	6	6 952 025 659	Discharge	
318159	SE-11-72-1-6	1521512 1 2			MD of Greenview					RC	SE	11	72	1	6 812 016 809	Discharge	
39762	SE-11-72-2-6	9122183 1 1	5.16	Acres	SYNOD DIOCESE OF ATHABASC					A	SE	11	72	2	6 912 187 982	Discharge	
38904	SE-15-71-26-5		153.27	Acres	EIDSE LOUIS NORMAN AND EIDSE ETHEL JEAN					A	SE	15	71	26	5 772 092 224	Discharge	
37438	SE-21-67-22-5		82.61	Acres	1143979 ALBERTA LTD.					A	SE	21	67	22	5 772 086 432	Discharge	
37000	SW-20-66-21-5		41.26	Acres	SWAGAR JOHN M AND PAYNE-SWAGAR MARTINA					A	SW	20	66	21	5 752 008 710	Discharge	
178978	SW-20-66-21-5		89.52	Acres	HALL DEREK MICHAEL AND EICHHORN RAELEEN ALYSE ANN					A	SW	20	66	21	5 752 008 711	Discharge	
40265	SW-23-71-26-5	0941544 1 1	1.66	Acres	MUNICIPAL DISTRICT OF GREENVIEW NO.16					HR	SW	23	71	26	5 802 225 039	Discharge	
179007	SW-26-72-22-5		80	Acres	FINSTER GERALD & ESTHER					A	SW	26	72	22	5 752 063 960	Discharge	
38017	SW-26-72-22-5		80	Acres	FINSTER GERALD & ESTHER					A	SW	26	72	22	5 752 063 961	Discharge	
39808	SW-26-72-2-6		155.87	Acres	BALISKY WADE R G					A	SW	26	72	2	6 772 098 316	Discharge	
39329	SW-34-71-1-6		145.97	Acres	PELLERIN DAVID NEIL					A	SW	34	71	1	6 782 050 321	Discharge	
38884	NE-10-71-26-5		141.55	Acres	KLASSEN VERNE GLEN & VICKI DIANNE					A	NE	10	71	26	5 892 258 284	Keep	
40140	NE-11-70-7-6		123.04	Acres	GIESBRECHT ABRAM & AGATHA					A	NE	11	70	7	6 982 233 338	Keep	
309440	NE-11-70-7-6	0325826 1 3	9.96	Acres	STEVENS GAYLE					CR-1	NE	11	70	7	6 982 233 338	Keep	
292682	NE-1-69-6-6	1121859 1 1A	111.52	Acres	BOWIE KEVIN I & LORELEI B					A	NE	1	69	6	6 042 549 039	Keep	
190982	NE-26-70-25-5	7822516 A	48.68	Acres	KROG COLIN & BARBARA					A	NE	26	70	25	5 782 206 806	Keep	
232659	NE-2-72-1-6		6.45	Acres	KYLE EILEEN					A	NE	2	72	1	6 782 006 165	Keep	
39346	NE-2-72-1-6		60.47	Acres	565338 ALBERTA LTD. DLF MOORE SEEDS					A	NE	2	72	1	6 782 006 165	Keep	
38617	NE-28-70-25-5		145.28	Acres	INGRAHAM EVELYN LEAH					A	NE	28	70	25	5 872 204 139	Keep	
239334	NE-30-70-24-5	8721940 2	4.97	Acres	COSY COVE INC.					CR-1	NE	30	70	24	5 872 194 945	Keep	
38514	NE-30-70-24-5	8721940 5	55.87	Acres	COSY COVE INC.					R	NE	30	70	24	5 872 194 945	Keep	
39974	NE-31-69-6-6		145.86	Acres	HYACINTHE BRADLEY & ALEXANDRA					A	NE	31	69	6	6 812 048 562	Keep	
45397	NE-32-69-19-5		141.96	Acres	THORNE DUSTY S					A	NE	32	69	19	5 872 249 436	Keep	
38397	NE-32-70-23-5		91.43	Acres	396813 ALBERTA LTD					CR-2	NE	32	70	23	5 932 276 847	Keep	
38522	NE-33-70-24-5		10.7	Acres	BALISKY TONY P					A	NE	33	70	24	5 822 023 801	Keep	
40016	NE-9-70-6-6		145.08	Acres	BASNETT MARGARET					A	NE	9	70	6	6 772 110 254	Keep	

ROLL	RURALLEGAL	PLAN BLOCK LOT	AREA	AREACD	OWNER1	OWNER2	OWNER3	OWNER4	OWNER5	ZONE	PART	SEC	TWVP	RGE	M	DRC #	KEEP OR DISCHARGE
40134	NE-9-70-7-6		131.5	Acres	BEATTIE JACOB RUSSELL & KELLY					A	NE	9	70	7	6	022 157 188	Keep
309343	NE-9-70-7-6	02225101 2	9.17	Acres	SENDEZIAK JOEL CLINTON & TAMMY LAURA					CR-1	NE	9	70	7	6	022 157 188	Keep
309344	NE-9-70-7-6	0222510 2 3	8.18	Acres	KLASSEN GEORGE & SARAH					CR-1	NE	9	70	7	6	022 157 188	Keep
211838	NW-18-69-21-5		14.03	Acres	VALLEYVIEW RIVERSIDE GOLF					CR-1	NW	18	69	21	5	892 326 381	Keep
236688	NW-25-70-25-5		50.946	Acres	STURGEON HEIGHTS COMMUNITY CLUB					R	NW	25	70	25	5	862 205 723	Keep
38951	NW-26-71-26-5		89.04	Acres	CAUCHIE FLORENCE					RC	NW	26	71	26	5	792 125 041	Keep
317085	NW-26-71-26-5	1224191 1 2	13.97	Acres	SPRUCE RIDGE PROPERTIES LTD					RC	NW	26	71	26	5	792 125 041	Keep
45461	NW-31-70-19-5		165	Acres	MUZYZCHYN JAMES					A	NW	31	70	19	5	842 125 746	Keep
37883	NW-36-70-22-5		130.48	Acres	BASARAB KENNETH & LUCILLE					A	NW	36	70	22	5	782 126 353	Keep
39996	NW-4-70-6-6		101.98	Acres	SMITH NEAL					A	NW	4	70	6	952 025 659	Keep	
309347	NW-4-70-6-6	0224031 1 5	2.27	Acres	BLUE STAR INVESTMENTS INC					RC	NW	4	70	6	952 025 659	Keep	
309348	NW-4-70-6-6	0224031 1 6	2.27	Acres	RMC TRUCKING LTD.					RC	NW	4	70	6	952 025 659	Keep	
309349	NW-4-70-6-6	0223901 1 7	6.99	Acres	HILLBILLY HAULIN' LTD					RC	NW	4	70	6	952 025 659	Keep	
40017	NW-9-70-6-6	0724512 1 2	136.94	Acres	BASNETT MARGARET SMITH LAWRENCE PERCY					A	NW	9	70	6	892 295 169	Keep	
39383	SE-11-72-1-6		59.49	Acres	MARKENTIN DONALD NEUFELD PETROLEUM & PROPANE					A	SE	11	72	1	6	812 016 809	Keep
39948	SE-18-69-6-6		144.1	Acres	SMITH TREVOR					A	SE	18	69	6	6	762 216 708	Keep
36931	SE-22-65-21-5		97.05	Acres	EAGER CONSTRUCTION LTD.					A	SE	22	65	21	5	872 280 095	Keep
308698	SE-22-70-22-5	9422527 1	8.2	Acres	PROULX JOCELYN					A	SE	22	70	22	5	772 209 360	Keep
37824	SE-22-70-22-5	9720893 1 1	54.05	Acres	TOWN OF VALLEYVIEW					A	SE	22	70	22	5	772 209 360	Keep
38931	SE-22-71-26-5		88.15	Acres	TOEWS WILLIAM & RHONDA					A	SE	22	71	26	5	942 184 104	Keep
179017	SE-22-71-26-5	7521447 1 6	13.19	Acres	SCHARTNER DELMAR 1680464 A EIDSE LOUIS					HR	SE	22	71	26	5	752 149 877	Keep
304711	SE-2-69-6-6		105.99	Acres	LYLE DEBBIE B					A	SE	2	69	6	6	972 379 307	Keep
40101	SE-33-69-7-6		129.12	Acres	WILLIS STEVE					A	SE	33	69	7	6	132 104 195	Keep
236690	SE-3-71-25-5		22.93	Acres	COUSINS DONALD G & FAYE ANNETTE					A	SE	3	71	25	5	862 267 091	Keep
40132	SE-8-70-7-6		125.1	Acres	MAFFRET LOUIS JAMES & JUDITH ANNE					A	SE	8	70	7	6	992 368 318	Keep
40022	SW-10-70-6-6		122.92	Acres	VANDEMARK ELDON HARRY & AILETA MARLENE					A	SW	10	70	6	6	772 148 361	Keep
211849	SW-16-70-22-5		80.27	Acres	DIETZEN SKYE COLLEEN					A	SW	16	70	22	5	892 063 763	Keep
37098	SW-17-70-21-5		55.48	Acres	EWASKI DAMIAN KENNETH EARL AND TANVA DORIS EWASKI					A	SW	17	70	21	5	922 018 052	Keep
38939	SW-23-71-26-5		126.18	Acres	RIEGER ROGER & ELIZABETH ANNE					A	SW	23	71	26	5	012 070 491	Keep
37678	SW-24-69-22-5		126.74	Acres	GALLIVAN BRIAN & CATHERINE S					A	SW	24	69	22	5	952 011 741	Keep
292700	SW-2-69-6-6		94.07	Acres	FAST COLLINA					A	SW	2	69	6	6	022 451 484	Keep
39986	SW-33-69-6-6		124.44	Acres	MCLAUGHLIN REID P					A	SW	33	69	6	6	912 326 296	Keep
40008	SW-6-70-6-6		70.8	Acres	MICHEL ZANE E & ALLISON L					A	SW	6	70	6	6	772 042 041	Keep
309137	SW-6-70-6-6	9622685 1	10	Acres	WEBB CLINTON					CR-1	SW	6	70	6	6	772 042 041	Keep

Schedule 'B' – Municipal Government Act

Conditions of subdivision approval

655(1) A subdivision authority may impose the following conditions or any other conditions permitted to be imposed by the subdivision and development regulations on a subdivision approval issued by it:

(2) A municipality may register a caveat under the *Land Titles Act* in respect of an agreement under subsection (1)(b) against the certificate of title for the parcel of land that is the subject of the subdivision.

Reserves not required

663 A subdivision authority may not require the owner of a parcel of land that is the subject of a proposed subdivision to provide reserve land or money in place of reserve land if

- (a) one lot is to be created from a quarter section of land,
- (b) land is to be subdivided into lots of 16.0 hectares or more and is to be used only for agricultural purposes,
- (c) the land to be subdivided is 0.8 hectares or less, or
- (d) reserve land, environmental reserve easement or money in place of it was provided in respect of the land that is the subject of the proposed subdivision under this Part or the former Act.

Municipal and school reserves

666(1) Subject to section 663, a subdivision authority may require the owner of a parcel of land that is the subject of a proposed subdivision

- (a) to provide part of that parcel of land as municipal reserve, school reserve or municipal and school reserve,
- (b) to provide money in place of municipal reserve, school reserve or municipal and school reserve, or
- (c) to provide any combination of land or money referred to in clauses (a) and (b).

(2) The aggregate amount of land that may be required under subsection (1) may not exceed the percentage set out in the municipal development plan, which may not exceed 10% of the parcel of land less all land required to be provided as conservation reserve or environmental reserve or made subject to an environmental reserve easement.

Deferment of municipal and school reserves

669(1) Despite sections 661(b) and 666, instead of requiring municipal reserve, school reserve or municipal and school reserve or money in place of any of them, a subdivision authority may direct that the requirement to provide all or part of those reserves be deferred against

- (a) the remainder of the parcel that is the subject of the proposed subdivision approval, or
- (b) other land of the person applying for subdivision approval that is within the same municipality as that parcel of land,

or both.



REQUEST FOR DECISION

SUBJECT: 2018 Grader Tender Award
SUBMISSION TO: REGULAR COUNCIL MEETING
MEETING DATE: March 26, 2018
DEPARTMENT: OPERATIONS
STRATEGIC PLAN: Infrastructure

REVIEWED AND APPROVED FOR SUBMISSION
 CAO: MH MANAGER: GM
 GM: GG PRESENTER: GM

RELEVANT LEGISLATION:

Provincial (cite) – N/A

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

RECOMMENDED ACTION:

MOTION: That Council award the 2018 Grader Tender to Brandt Tractor Ltd. of Clairmont, Alberta for the purchase of one (1) grader in the amount of \$459,600.

BACKGROUND/PROPOSAL:

Greenview Operation Department advertised the 2018 Grader Tender on the Alberta Purchasing Connection (APC) with a closing date of Feb. 2018. Greenview received two (2) bids with Brandt Tractor Ltd. submitting the lowest bid.

*The following two bids received are both over the approved 2018 budget amount of \$430,000 for the purchase of the one grader, with the lowest bid being over by \$29,600.

Grader Tender Results

Company	Make/Model	Year	Total Cost	Delivery Date	Comments
Brandt Tractor Ltd.	872G John Deere	2018	\$459,600	75-100 days	*Awarded upon Council approval
Finning/Cat	140M 3AWD	2018	\$499,600	Apr. 20, 2018	-

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of this recommendation will allow delivery of the grader as scheduled.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. The disadvantage of the recommendation is this item is over the approved 2018 budget.

ALTERNATIVES CONSIDERED:

1. Council has the alternative to delay or reject the recommended motion, however Administration does not recommend this as there will be a considerable delay in the delivery date.

FINANCIAL IMPLICATION:

Direct Costs: \$459,600 to come from the Approved 2018 Capital Budget.

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:

Administration to follow up to the low bid with Council's decision.

ATTACHMENT(S):

- Greenview Capital Expenditure Form



GREENVIEW CAPITAL EXPENDITURE FORM

Department: Infrastructure and Planning **Job/Asset ID:** OP18004
Area: Operations **Item:** Grader - Replacement Unit G26

Description & Benefits

This unit is our spare in Valleyview and has reach 7,947 hours. According to the existing Policy of 5 years or 7500 hours, this unit needs to be replaced.

Specifications:

- No less than 250 hp
- 4 wheel drive with front wheel assist
- Cab with heat and air conditioning
- 1 piece 16' mold board
- Front dozer blade is 2 way
- 12' wing
- Joystick

Council Strategy/Goal

Strategy: Prioritize capital spending that balances quality of life with long-term sustainable preservation of infrastructure.

Goal: To sustain an organization that is responsive to the needs of taxpayers and residents.

Funding/Costs

Funding Source:

Types of Funding:

	<u>Dollar Amount:</u>
Grants	
Reserves	
Utility Revenue	
Tax Revenue	\$430,000.00
Total Funding	\$430,000.00

Costs:

Type of Cost:

- Grader Replacement - Unit G26

	<u>Dollar Amount:</u>
Grader Replacement - Unit G26	\$430,000.00
Total Cost:	\$430,000.00

Schedule

Project Starts: January 1, 2018 **Estimate Date of Purchase** March 2, 2018
Project Ends: December 31, 2018 **Estimate Date of Delivery** June 29, 2018



REQUEST FOR DECISION

SUBJECT: 2018 Tractor Tender Award

SUBMISSION TO: REGULAR COUNCIL MEETING **REVIEWED AND APPROVED FOR SUBMISSION**

MEETING DATE: March 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 the 2018 Tractor Tender to Prairie Coast Equipment of Grande Prairie, Alberta for the purchase of two (2) tractors in the amount of \$269,980.

BACKGROUND/PROPOSAL:

Greenview Operations Department advertised the 2018 Tractor Tender on Alberta Purchasing Connection (APC) with a closing date of Feb. 7, 2018. Greenview received two (2) bids with Prairie Coast Equipment submitting the lowest bid

* The following two bids received are both over the approved 2018 budget amount of \$260,000 for the purchase of the two tractors, with the lowest bid being over by \$9,980.00.

Tractor Tender Results

Company	Make/Model	Year	Total Cost	Delivery Date	Comments
Prairie Coast Equipment	614R John Deere	2018	\$269,980	4 months	*Awarded upon Council approval
Martin Deerline	614R John Deere	2018	\$302,690.80	4 months	-

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is it will allow delivery of the two tractors as planned.
-

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. The disadvantage of the recommended action is that it's over the approved 2018 budget on this item.
-

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to not accept the recommended motion and re-advertise on APC, however, this will considerably delay the delivery date.

FINANCIAL IMPLICATION:

Direct Costs: \$269,980 to come from the Approved 2018 Operation Capital Budget.

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:

Administration will be required to notify Prairie Coast Equipment of the decision passed by Council.

ATTACHMENT(S):

- Greenview Capital Expenditure Form



GREENVIEW CAPITAL EXPENDITURE FORM

Department: Infrastructure and Planning **Job/Asset ID:** OP18010, OP18013

Area: Operations **Item:** 2- 140 HP Tractors with Dozer - New

Description & Benefits

We require dedicated tractors to pull each set of Wobblers purchased in 2017. After the calcium program is complete on the FTR, these tractors will be dedicated to our Mowing Program.

Specifications:

- 140 hp (no less)
- 4 wheel drive with dual wheels on the rear axle
- Cab with heat and air conditioning
- Differential lock
- Front brush guard
- 14' degelman blade
- Steering wheel driven
- Headlight & Safety light package

Council Strategy/Goal

Strategy: Prioritize capital spending that balances quality of life with long-term sustainable preservation of infrastructure.

Goal: To have well-built and well maintained infrastructure that is sustainable and contributes to quality of life in the region.

Funding/Costs

Funding Source:

Types of Funding:

	<u>Dollar Amount:</u>
Grants	
Reserves	
Utility Revenue	
Tax Revenue	\$260,000.00
Total Funding	\$260,000.00

Costs:

Type of Cost:

- 140 HP Tractor with Dozer - New
- 140 HP Tractor with Dozer - New

	<u>Dollar Amount:</u>
• 140 HP Tractor with Dozer - New	\$130,000.00
• 140 HP Tractor with Dozer - New	\$130,000.00
Total Cost:	\$260,000.00

Schedule

Project Starts: January 1, 2018 **Estimate Date of Purchase** March 2, 2018

Project Ends: December 31, 2018 **Estimate Date of Delivery** June 29, 2018



REQUEST FOR DECISION

SUBJECT: **Road Closure Bylaw 17-778**
SUBMISSION TO: REGULAR COUNCIL MEETING
MEETING DATE: March 26, 2018
DEPARTMENT: INFRASTRUCTURE & PLANNING
STRATEGIC PLAN: Infrastructure

REVIEWED AND APPROVED FOR SUBMISSION
CAO: MH
GM: GG

MANAGER:
PRESENTER: GG

RELEVANT LEGISLATION:

Provincial (cite) – *Municipal Government Act, Section 22, Road Closures, Section 24, Closure of Unnecessary Roads.*

Council Bylaw/Policy (cite) – *N/A*

RECOMMENDED ACTION:

MOTION: That Council decline the application to close a partial undeveloped road allowance, adjoining the west boundary of SE 23-69-22 W5M as per Section 22 of the Municipal Government Act.

BACKGROUND/PROPOSAL:

Administration received a road closure application from a landowner October 26, 2016 to close the existing undeveloped road allowance on the west boundary of SE 23-69-22 W5M. This road allowance is approximately 1.48 acres (.5998 ha) from the north quarter line to the south boundary of Township Road 693A (Valleyview Golf Course Road).

As per the Real Property Report, the current landowner (SE 23-69-22 W5M), currently has a portion of a structure that is encroaching on the road allowance from the original development, that was issued in 1988 for a bee extraction honey shop by the previous owner. In 2002, the current landowner submitted a development permit for an equine stable, indoor equipment storage, hay storage, equine exercise area, fenced area and portable coverall shelter, which was approved.

The landowner is asking to close the undeveloped road allowance to provide additional land for corral space. Currently, located on the east side of the undeveloped road allowance there are 2 subdivisions, with 2 separate landowners that share one driveway by an agreement. Administration had recommended that the additional property encompass from the north boundary of the east smoky utility right of way, meeting the setback requirements from East Smoky Gas to the applicant's north boundary of the quarter.

Administration sent out adjacent landowner and utility referrals on January 31st 2017 to obtain property owner input, providing the public to attend the public hearing that was held on April 25th, 2017. Concerns were brought forth by 2 landowners and discussed by both at the public hearing.

Administration provided the complete package to Alberta Transportation for their review. The following concerns were brought forward:

1. Closure would leave a live portion of the road allowance to the north between NE 23 and NW 24, which would land lock the south portions of NW/NE 24. While land is currently under one title the landowner did not sign indicating a lack of concern.
2. Clear documentation of concern with no indication on how this will be addressed. The objections are very clearly outlined and would like for the Municipality to indicate how this will/or has been addressed.
3. Documentation indicates that this is a partial closure, so a metes and bounds description will be required.
4. From Land Titles perspective, closure is preferred to the west boundary of the quarter, not the east. Not a critical point.

Concerns brought forward in regards to closing of the undeveloped road allowance from the adjacent landowner, if this property is sold. Future landowner(s) could clear the consolidated road allowance creating drainage concerns to the landowners downstream to the east.

The second (land lock) landowner whom has not signed the consent form indicating a lack of concern that Alberta Transportation requires in order to endorse the partial undeveloped road allowance closure.

Administration has indicated in chronological order below that on multiple occasions has tried to contact the landowner to receive the information that is requested by Alberta Transportation.

Chronological Order of Events	
October 26, 2016	Application received from Mr. Gordon Vivian.
December 13, 2016	MOTION: 16.12.555 That Council have no initial opposition to the closure of the undeveloped road allowance located on the East side of SE 23-69-22 W5M moving forward.
January 4, 2017	Letter went to Landowner advising Council sees no initial oppositions to the closure and that administration will continue the closure process once the \$1,500 application fee is received.
January 18, 2017	Payment received of \$1,500.00 (start date of application starts).
February 28, 2017	Concerns brought forward from adjacent landowners.
March 22, 2017	Adjacent landowner letters and Utility referral letters were sent out.
March 28, 2017	MOTION: 17.03.106 That Council give First Reading to Bylaw 17-778, to close a portion of the West boundary of the "original government road allowance" adjoining the east boundary of the South East Quarter of Section 23, Township 69, Range 22, West of the 5 th Meridian.

	MOTION: 17.03.125 That Council schedule a Public Hearing for Bylaw 17-778 to be held on April 25 th , 2017 at 10:00 a.m. to close a portion of the West boundary of the “original government road allowance “adjoining the east boundary of the South East Quarter Section 23, Township 69, Range 22 West of the 5 th Meridian.
April 5, 2017	Advertisement was in the Valleyview Town and Country. Additional advertising on the Greenview website was advertised.
April 25, 2017	Public Hearing was held on April 25 th 2017. Each adjacent landowner at the hearing was brought forward to discuss those in favor and those against. Land lock owner was heard as in favor but did not send in the paperwork required by Alberta Transportation. Mr. and Mrs. Carty was brought forward for those against the partial undeveloped road allowance closure.
May 31, 2017	Information package sent to Alberta Transportation for review.
August 15, 2017	Alberta Transportation contacted Administration in regards to the concerns that Greenview will have to clarify prior to ministerial approval.
November 2, 2017	Administration contacted landowner that did not send in no concerns letter signed. Left message to contact for information.
November 7, 2017	Emailed the acknowledgement to be signed off to the landowner. Confirmation was made that it was received.
November 7, 2017	Administration received notification that the emails were received as per the landowner.
March 3, 2018	RFD to decline road closure application due to requirements that are being put forth by Alberta Transportation not being acquired.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of the recommendation is following the guidance of Alberta Transportation.
2. The benefit of the recommendation is capturing the concerns of the adjacent landowners.

DISADVANTAGES OF THE RECOMMENDED ACTION:

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

ALTERNATIVES CONSIDERED:

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

FINANCIAL IMPLICATION:

Direct Costs: N/A

Ongoing / Future Costs: 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

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FOLLOW UP ACTIONS:

If Council approves the motion presented Administration will be required to notify the landowner applicant, adjacent landowners and Alberta Transportation of the decision by Council.

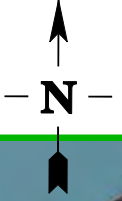
ATTACHMENT(S):

- Area Map



Municipal District of Greenview #16

Road Closure Request
SE 23-69-22 W5M



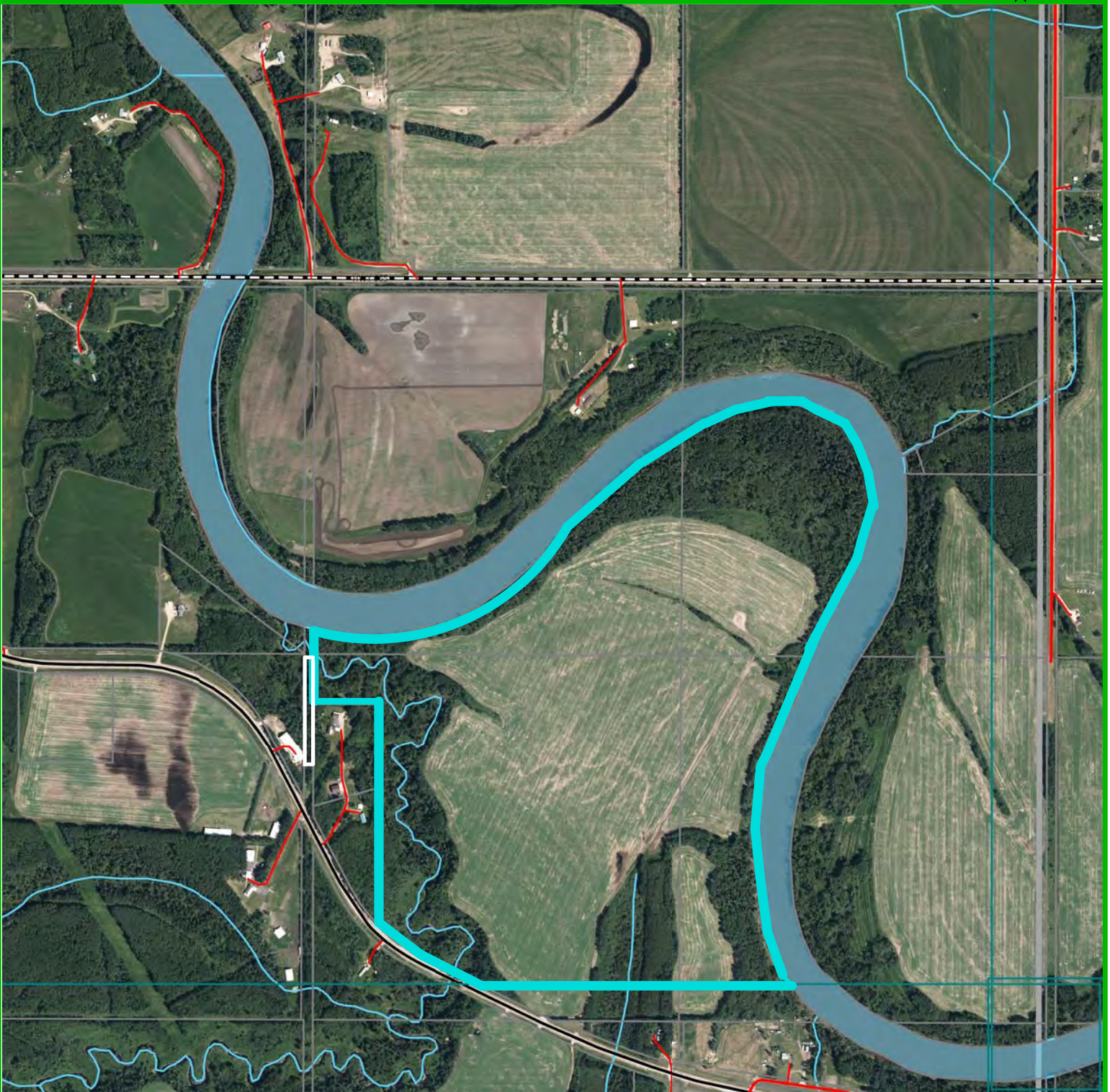
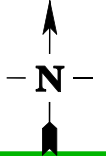
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Municipal District of Greenview #16

Vivian Road Closure



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REQUEST FOR DECISION

SUBJECT:	Grader Beat Level of Service.	REVIEWED AND APPROVED FOR SUBMISSION	
SUBMISSION TO:	REGULAR COUNCIL MEETING	CAO: MH	MANAGER:
MEETING DATE:	March 26, 2018	GM: GG	PRESENTER: GG
DEPARTMENT:	INFRASTRUCTURE & PLANNING		
STRATEGIC PLAN:	Level of Service		

RELEVANT LEGISLATION:

Provincial (cite) – N/A

Council Bylaw/Policy (cite) – Snow Removal on Municipal Roadways Policy 4011

RECOMMENDED ACTION:

MOTION: That Council accept the following information on the snow removal on Municipal roadways level of service, as presented.

BACKGROUND/PROPOSAL:

This item is being brought forward for Councils discussion around the level of service that Greenview presently provides in meeting the Snow Removal on Municipal Roadways Policy 4011.

Policy 4011 was brought back to the Policy Review Committee and with a few minor changes to this policy Council approved January 8, 2018.

Administration would like to reference a few key items that are listed in Policy 4011 for Council to keep in mind during their discussion that administration could bring back to the Policy Review Committee if Council agrees they have merit.

Under Policy

C. Residential Access Road

Administration suggests that the description of **c) Residential Access Road** be changed to **c) Local Roads** As Residential Access Roads are not mentioned anywhere in the Policy or in the snow clearing map legend.

Under Arterial Roads/Gravel Roads:

- 4.** Every effort should be made to ensure driveways and connecting roads are not plugged with snow.

Administration suggests a wording change to read; **Ensuring driveways and intersecting roadways are kept reasonably clear of snow on gravel roadways.**

The suggested change is to exclude the speed plow, that will not be stopping to clear out any driveways, and the change is directed to gravel roadways. Greenview does follow-up behind with a tractor clearing out driveways along Greenview's paved arterial roads.

Under Local Roads:

1. Plowing of local roads is to commence when arterial, school bus routes, and collector priorities have been plowed and safety conditions allow.

Approximately 80-90% of all roads in Greenview are priority roads. Thus being said, Administration is suggesting the Policy include that all non-priority roads to be cleared in conjunction with priority roads when it is safe and efficient to do so.

This change will provide is a little more clarity within the policy, if and when the non-priority roads can or cannot be completed at the discretion of the Manager, Operations or his or her designate.

The policy states that Greenview will make reasonable effort to open all roads within five days following a significant snowfall.

Administration, made every reasonable effort to meet Councils Policy and understandably there are areas that Council may have received concerns on but these areas were completed within policy making every reasonable effort.

Administration suggests that the policy is fair and reasonable and that all snow removal areas in Greenview were given high priority during the significant snowfall.

Council should be advised of Administration's intentions of opening up the Forestry Truck Road, allowing increased competition should result in more competitive bidding. By splitting the Forestry Truck Road into four (4) areas will give smaller contractors the chance to work on the FTR.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefits of the recommendation will open of discussions on the snow removal on Municipal roadways level of service

DISADVANTAGES OF THE RECOMMENDED ACTION:

There are no disadvantages of the recommended action.

ALTERNATIVES CONSIDERED:

Alternative #1: Council could discuss the level of service and send Policy 4011 back to the Policy Review Committee with their suggested changes.

Alternative #2: Council could leave the level of service as is, but make a few alterations to more clearly define Policy 4011

FINANCIAL IMPLICATION:

Direct Costs: There are no financial implications to the recommended motion.

Ongoing / Future Costs: N/A

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

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FOLLOW UP ACTIONS:

There are no follow up actions to the recommended motion.

ATTACHMENT(S):

- Policy 4011

Title: SNOW REMOVAL ON MUNICIPAL ROADWAYS

Policy No: 4011

Effective Date: January 8, 2018

Motion Number: 18.01.21

Supersedes Policy No: OP 28

Review Date: January 8, 2018



MUNICIPAL DISTRICT OF GREENVIEW NO. 16

“A Great Place to Live, Work and Play”

Purpose: To ensure that all Greenview roadways are maintained to a standard that allows for safe passage.

POLICY

To establish guidelines to ensure the operation of a consistent Snow Removal program on Municipal roadways.

Snowplowing will be performed in the following order of priority:

- a) Arterial Roads
- b) School Bus Routes and Turnarounds, and Collector Roads
- c) Residential Access Roads
- d) Driveways and Community Facilities
- e) Utility Right-Of-Ways and Alleyways
- f) Farmland Access Roads

Snow plowing priorities may vary to allow for efficient operations.

Greenview will make reasonable effort to open all roads within five days following a significant snowfall.

ARTERIAL ROADS/PAVED SURFACE:

1. Positive communications with the R.C.M.P., Alberta Motor Association, Alberta Transportation, and local contacts will be maintained to assist in the gathering of accurate road conditions.
2. Snow plowing is to commence when accumulations of snow reach 3 to 4 centimeters and conditions are safe to do so. Curves and hills and other safety factors may require earlier attention.
3. Salt and sand are to be utilized when weather and snow/ice conditions make it practical.

ARTERIAL ROADS/GRAVEL SURFACE:

1. Snow plowing should commence when snow reaches a depth of 5 to 10 centimeters on the roadway. Drifting conditions may necessitate earlier attention.

2. It is desirable to have a snow/gravel mix packed on the roads after the first snowfall to reduce gravel loss.
3. Winging of snow into the ditch should be commenced before accumulations reach 30 centimeters along the shoulder edge.
4. Every effort should be made to ensure driveways and connecting roads are not plugged with snow.

LOCAL ROADS:

1. Plowing of local roads is to commence when arterial, school bus routes, and collector priorities have been plowed and safety conditions allow.
2. Plowing should commence when snow reaches a depth of 5 to 10 centimeters on the roadway, in accordance to priorities established above. Drifting conditions may necessitate earlier attention.
3. It is desirable to have a snow/gravel mix packed on the roads after the first snowfall to reduce gravel loss.
4. Winging of snow into the ditch should be commenced before accumulations reach 30 centimeters along the shoulder edge.
5. Farmland access roads are to be plowed a minimum of twice yearly, unless they are being utilized to such an extent that more frequent maintenance is required.
6. Driveways will be plowed when time allows, and the Snow Removal/Resident Driveways Policy has been followed.
7. Driveway plowing may be done in conjunction with other plowing when it is efficient to do so.
8. Employees will adhere to guidelines as defined in the Transportation Procedural Manual. If a contradiction between policy and procedures arises, the Manager of Operations or his/her designate will resolve the issue and recommend amendments.



REQUEST FOR DECISION

SUBJECT: 2018 Fire Guardian Appointment
SUBMISSION TO: REGULAR COUNCIL MEETING
MEETING DATE: March 26, 2018
DEPARTMENT: PROTECTIVE SERVICES
STRATEGIC PLAN: Quality of Life

REVIEWED AND APPROVED FOR SUBMISSION
CAO: MH
GM: DM

MANAGER: JF
PRESENTER: JF

RELEVANT LEGISLATION:

Provincial (cite) – Alberta Forest and Prairie Protection Act, RSA 2000, cF-19, s 4(2).

Council Bylaw/Policy (cite) – Bylaw 10-624 Municipal Emergency Services, s 7.

RECOMMENDED ACTION:

MOTION: That Council appoint Jeff Francis, Greenview Protective Service Manager and Derian Rosario, Greenview Fire Service Coordinator as Greenview’s Fire Guardians for the period of March 2018 to February 2019.

BACKGROUND/PROPOSAL:

In accordance with the provisions of the Alberta Forest and Prairie Protection Act Council shall appoint an adequate number of Fire Guardians prior to the commencement of the fire season each.

As stated in the Alberta Forest and Prairie Protection Act, Fire Guardians are responsible for issuing fire permits, enforcing the Act and helping to educate residents on safe burning practices.

The Greenview appointed Fire Guardians only have authority in the Greenview White Zone. The Alberta Forest Protection Area, an area which encompasses the majority of Greenview, is under the authority of the designated Fire Guardians assigned by the Alberta Agriculture and Forestry, Wildfire Division.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of appointing Jeff Francis and Derian Rosario as Greenview’s Fire Guardians for the period of March 2018 to February 2019 is that Greenview will be in compliance with the Alberta Forest and Prairie Protection Act, as well as having two qualified individuals conducting Fire Guardian responsibilities.
-

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. There are no perceived disadvantages to appointing Jeff Francis and Derian Rosario as Greenview Fire Guardians.

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the option to appoint other individuals as Greenview Fire Guardians, however, Administration is recommending that the proposed qualified individuals are appointed.

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

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FOLLOW UP ACTIONS:

There are no follow up actions to the recommended motion.

ATTACHMENT(S):

- Alberta Forest and Prairie Protection Act, RSA 2000 cF-19, s 4(2).
- Greenview Bylaw 10-624 Municipal Emergency Services, s 7.

(2) When, pursuant to subsection (1), the Minister delegates to any person any power, duty or function, any reference in this Act to the Minister in connection with that power, duty or function is to be construed as also referring to that person.

RSA 2000 cF-19 s3;2003 c20 s5

Fire guardians

4(1) The Minister may appoint fire guardians and specify their powers and duties.

(2) Each year in time for the beginning of the fire season, the council of a municipal district shall appoint, for a term not exceeding one year, with effect from the beginning of the fire season, a sufficient number of fire guardians to enforce this Act within the boundaries of the municipal district, except that part of the municipal district that is within a forest protection area.

(3) The chief elected official, each councillor and the chief administrative officer are by virtue of their offices fire guardians in and for the municipal district except that part of the municipal district that is within a forest protection area.

RSA 2000 cF-19 s4;2003 c20 s6;2016 c22 s3

Protection of Crown

5 Nothing in this Act imposes any obligation on

- (a) the Minister to fight fires on any land, or
- (b) the Crown to pay compensation for any property destroyed or damaged by a fire or as a result of fighting a fire.

RSA 1980 cF-14 s5

Fire control agreements

6 The Minister may, with a view to ensuring the prevention and control of forest and prairie fires, enter into an agreement, known as a fire control agreement,

- (a) with any person carrying on an industrial or commercial operation over, under, on or adjacent to public land with respect to that operation,
- (b) with the Government of Canada with respect to land in or adjacent to Alberta that belongs to that Government or that is under its administration and control,
- (c) with the government of any province or territory, or

- c) enter a closed area under the *Forest and Prairie Protection Act* without a permit or written permission of a forest officer, subject only to the regulations of the *Forest and Prairie Protection Act*;
- d) to establish boundaries or limits around the Incident or emergency and keep persons from entering the area within the prescribed boundaries or limits;
- e) to cause voluntary evacuation of persons and the removal of livestock and personal property from any area, building, structure or thing within the municipality that is or may be affected by an incident or emergency and make arrangement for the adequate care and protection of those person or livestock and of the personal property;
- f) to cause Peace Officers to enforce restrictions on persons entering or remaining within the boundaries or limits outlined I 6.5(d) or (e) above;
- g) direct the operations of extinguishing or controlling a fire or other operations to preserve life and property;
- h) prevent interference with the efforts of persons engaged in mitigating an emergency incident by regulating the conduct of the public at or in the vicinity of any fire or incident.

SECTION 7 - FIRE GUARDIANS

- 7.1 Each year before April 1 the Council of the Municipal District shall appoint, for a term not exceeding one year with effect from the beginning of April, a sufficient number of fire guardians to enforce the *Forest and Prairie Protection Act* as it applies to the Municipality, within the boundaries of the Municipal District.

SECTION 8 - CONTROL OF FIRE HAZARDS

- 8.1 As per the *Forest and Prairie Protection Act 10(1)*, if the Municipal District of Greenview No. 16 finds, within its Municipal boundaries, on privately owned land or occupied public land conditions that in its opinion constitute a fire hazard, it may order the owner or the person in control of the land on which the fire hazard exists to reduce or remove the hazard within a fixed time and in a manner prescribed by the Municipal District of Greenview No. 16;
- 8.2 As per the *Forest and Prairie Protection Act 10(2)*, when the Municipal District of Greenview No. 16 finds that the order it made pursuant to Section 8.1 has not been carried out the Municipal District of Greenview No. 16 may enter on the land with any equipment and any person it considers necessary and may perform the work required to eliminate or reduce the fire hazard;
- 8.3 As per the *Forest and Prairie Protection Act 10(3)*, the owner or the person in control of the land on which work was performed pursuant to Section 8.2 shall on demand reimburse the Municipal District of Greenview No. 16 for the cost of the work performed, and in default of payment the Municipal District may place a lien for the amount against the land and improvements on it, and such amounts shall be a debt owing to the Municipal District of Greenview No. 16 which may be charged against the Tax Roll for the land;
- 8.4 For the purpose of fire control the Fire Chief may prohibit the lighting of or require the extinguishing of a fire set within the non-forest protection area of the Municipality.
- 8.5 In any area affected by an order made pursuant to Section 8.4, the notice shall be immediately published for at least 2 weeks and announced at least daily during the period of the ban.



REQUEST FOR DECISION

SUBJECT: Valleyview Rapid Attack Fire Apparatus
SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION
MEETING DATE: March 26, 2018 CAO: MH MANAGER: JF
DEPARTMENT: PROTECTIVE SERVICES GM: DM PRESENTER: JF
STRATEGIC PLAN: Level of Service

RELEVANT LEGISLATION:

Provincial (cite) – N/A

Council Bylaw/Policy (cite) – Policy 1018 “Expenditure and Disbursement Policy” and Policy 4006 “Equipment and Vehicle Replacement”.

RECOMMENDED ACTION:

MOTION: That Council approve the purchase of a Rapid Attack firefighting vehicle from Fort Garry Fire Trucks, Winnipeg, Manitoba in the amount of \$248,870.00, with funds to come from the approved 2018 Protective Services Capital Budget.

BACKGROUND/PROPOSAL:

The 2018 approved budget allocation for the Rapid Attack firefighting vehicle is \$250,000.00. Administration posted a tender for a rapid attack firefighting truck on the Alberta Purchasing Connection website with two responses received:

VENDOR	BID AMOUNT
System One	non-conforming bid
Fort Garry Fire Trucks	\$248,870.00

The specification of the rapid attack vehicle include a 1.5 ton crew cab chassis, a fire pump, 250 gallons capacity for water, and a service body to house needed tools and equipment. The vehicle shall meet the requirements of the Underwriters Laboratory of Canada Standard CAN/ULC-S515-13 for automobile firefighting apparatus.

The Valleyview Fire Department has been consulted throughout the process to ensure that the end product will have the required capabilities and design to deliver the expected firefighting level of service to Greenview residents.

The current 2003 Unit #F20 Rapid Attack Fire Truck located in Valleyview has come to the end of its service life and in accordance with Policy #4006 it is due for replacement. Administration will be forwarding a recommendation for Council’s consideration as to the disposition of the current unit.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of approving the purchase of a Rapid Attack firefighting vehicle from Fort Garry ensures Greenview provides up to date and appropriate firefighting services as per Policy #4006.

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, however if the vehicle is not replaced it may lead to additional maintenance cost and not adhere to Greenview's current Policy #4006. Not accepting a bid will also cause damage to Greenview's reputation with providers.

FINANCIAL IMPLICATION:

Direct Costs:

The proposed vehicle will be within the approved capital budget at a cost of \$248,870.00.

Ongoing / Future Costs:

Maintenance and operation costs have been considered in the 2018 Protective Services Operating Budget.

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 arrange for contractual obligations with the successful proponent pending Council's decision.

ATTACHMENT(S):

- E-mail between Administration and the Valleyview Fire Department.
- Greenview Capital Expenditure Form – PS18001 Fire Engine for Valleyview Fire Dept.

From: Derian Rosario
Sent: January-18-18 10:52 AM
To: 'Valleyview Fire Department' <vf@valleyview.ca>
Subject: RE: Rapid Attack

Sounds Good

Ill work on it next week. Ill remove the coffins and the arrow board. I will put a TA on the rear of the truck and upgrade the winch..

Thanks

From: Valleyview Fire Department [<mailto:vf@valleyview.ca>]
Sent: January-16-18 5:04 PM
To: Derian Rosario <Derian.Rosario@MDGreenview.ab.ca>
Subject: Re: Rapid Attack

Sorry I'm getting back so late. Meeting last night and work is busy. I stopped and look at the notes and for the most part it looks good just would like to remove the traffic board and see if the coffin doors be removed for a lower body to be in proportion to the truck. That would mine lowering the lights on the side of the truck. Upgrade the winch to a 15,000lb.

Let me know when you send out the request.

Cheers

Sent from my iPhone



GREENVIEW CAPITAL EXPENDITURE FORM

Department: Community Services **Job ID:** PS18001
Area: Protective Services **Project Title:** Type 5 Fire Engine for Valleyview Fire

Service Description & Benefits

Unit F20 is a 15-year old that needs to be replaced as per Greenview Policy 4006.

A Type 5 fire engine is designed primarily for light attack and wildland firefighting carrying more than 150 gallons of water to a maximum of 400. It is important that all firefighting apparatus is built by a recognized fire apparatus manufacturer that will be comply with engineering and industry standards to ensure vehicle design safety. Fire apparatus manufacturers shall ensure that vehicle weights and dimensions remain within the parameters set out by the chassis builder to ensure adequate braking and steering systems operation.

The new Type 5 fire engine will enhance and support modern firefighting tactics and capabilities. The truck will be built in compliance with the specifications of the Underwriters Laboratory of Canada Standard for Automobile Fire Fighting Apparatus CAN/ULC S515-2013. In consultation with the manufacturer; efficiencies have been found that will result in cost savings of \$150,000.

Protective Services is requesting \$250,000 for the purchase the new fire engine. (A picture of a similar fire engine is shown on next page.)

Council Strategy/Goal

Strategy: Greenview will support strong, viable rural and urban communities through well defined initiatives and planning.

Goal: Sustain an organization that is responsive to the needs of taxpayers and residents.

Project Funding/Costs

Funding Source:

Types of Funding:

	<u>Dollar Amount:</u>
Grants	
Reserves	
Utility Revenue	
Tax Revenue	\$250,000.00
Total Funding	\$250,000.00

Costs:

Type of Cost:

- Type 5 fire engine to replace Unit F20 (Valleyview) \$250,000.00

Total Cost: \$250,000.00

Schedule

Design Start: January 2, 2018 **Design End:** February 28, 2018
Project Start: March 1, 2018 **Project End:** September 31, 2018

GREENVIEW CAPITAL EXPENDITURE FORM

Project Title: Type 5 Fire Engine for Valleyview Fire

Job ID: PS18001

Page 2

Project Description & Benefits (cont'd)



Council Strategy/Goal (additional comments)

Project Funding/Costs (additional comments)

Total Cost: \$250,000.00



REQUEST FOR DECISION

SUBJECT: **Moody's Crossing, Alberta Transportation Lease**
SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION
MEETING DATE: March 26, 2018 CAO: MH MANAGER: SW
DEPARTMENT: RECREATION GM: DM PRESENTER: SW
STRATEGIC PLAN: Development

RELEVANT LEGISLATION:

Provincial (cite) – N/A

Council Bylaw/Policy (cite) – N/A

RECOMMENDED ACTION:

MOTION: That Council authorize Administration to enter into a Recreation Lease with Alberta Transportation on 8.90 acres within SE17-72-2 W6M, at a cost of \$1 for the purpose of the development and management of Moody's Crossing day use area.

BACKGROUND/PROPOSAL:

Located at the intersection of Highway 43 and the Smoky River, between DeBolt and Bezanson; Moody's Crossing is a 109 acre recreation area with portions of it identified to be built in the 2018 Capital Budget. Approximately 100 acres of the site occurs on vacant crown land and Administration is currently pursuing a lease with Alberta Environment and Parks to build an overnight camping facility here. Adjacent to this, is 8.90 acres of land that is owned by The Ministry of Transportation (Transportation) and is the location where a day use area is to be established.

In an effort to secure the property owned by Transportation, Administration has proposed a number of options to them including purchase and long term leasing. Transportation has been receptive to Greenview's plans to build Moody's Crossing and has chosen to offer Greenview a lease option that has a 5 year term from May 1, 2018 to April 30, 2023.

The lease is written in a manner that authorizes Greenview to carry out all identified developments to be accomplished in the day use area. This includes improved access up to the rivers bed and shore, day use picnic sites, parking for day use and boat trailers, garbage and bathroom facilities.

It is Administration's recommendation that Greenview accepts the lease as presented by Transportation. In doing so, it will enable Administration complete the construction and ongoing management of the day use area.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is that it will secure the landbase required to build and manage the day use portion of Moody's Crossing.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. The disadvantage of the recommended action is the term of the lease will require renegotiation upon expiry on April 30, 2023.

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to not enter into a lease with Transportation and therefore not build the day use portion of Moody's Crossing.

FINANCIAL IMPLICATION:

Direct Costs: \$1.00

Ongoing / Future Costs: Moody's Crossing has \$700,000.00 identified in the 2018 budget for the development of the day use area and portions of the overnight camping area. Once developed, ongoing and future costs will include weekly maintenance of the site.

STAFFING IMPLICATION:

The staffing implication of the recommended motion is the Recreation Services staff will undertake the construction of the day use portion of Moody's Crossing and subsequent annual maintenance of the site.

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:

If the recommended motion is accepted, the follow up actions will include the formal execution of the lease agreement and subsequent construction of the Moody's Crossing day use area.

ATTACHMENT(S):

- Recreational Lease Agreement with Alberta Transportation Lands.
- Alberta Transportation land - sketch.
- Greenview Capital Expenditure – RE18004 Moody’s Crossing Recreation Area

FILE: 1490-6 (6-2-71-17SE)

RECREATIONAL LEASE

MUNICIPAL DISTRICT OF GREENVIEW

Road Plan Number 0324230 showing Extra Road No. 1

(8.90 acres)

Alberta Transportation Lands

RECREATIONAL LEASE AGREEMENT

This AGREEMENT made this ____ day of _____, 20____

BETWEEN:

HER MAJESTY THE QUEEN, in the
Right of the Province of Alberta,
as represented by the Minister of
Alberta Transportation.
(the "Landlord")

- and -

Municipal District of Greenview
4707 – 50 Street, PO Box 1079
Valleyview, AB T0H 3N0
in the Province of Alberta
(the "Tenant")

Recitals:

- A. The Landlord is the registered owner of certain lands in the Province of Alberta, which lands are legally described as:

Road Plan Number 0324230 showing Extra Road No. 1 (8.90 acres)

Hereinafter referred to as the "Land", as shown on the plan attached as Schedule "A";

- B. The Tenant wishes to obtain access to and the use of the Land for the purpose of operating Access through to the River Bank, Day use and Overnight Camping recreations.;
- C. The Landlord is willing to lease the Land to the Tenant for the purpose stated above;

NOW, THEREFORE, the parties agree as follows:

1. TERM

1.1 The Landlord hereby leases the Land to the Tenant for the purpose hereinbefore provided and for no other use, for a term of **Five (5) years** commencing **May 1, 2018** through to and including **April 30, 2023** (the “Term”).

1.2 Notwithstanding the above, the Tenant may terminate this Lease on Three (3) months written notice to the Landlord.

1.3 Notwithstanding the above, the Landlord may terminate this Lease on Three (3) months written notice to the Tenant or as set out in Article 10 of this Lease.

2. RENT

2.1 During the Term, the Tenant shall pay to the Landlord an annual rent of **One Dollar (\$1.00)** plus GST, the receipt and sufficiency of which is acknowledged.

3. SECURITY DEPOSIT

3.1 The Tenant does not have to pay the Landlord a security deposit.

4. UTILITIES

4.1 The Tenant shall be responsible throughout the Term of this Lease, at its sole expense, for the installation, use and decommissioning of the utilities for the Premises including but not limited to gas and electricity which are related to the Tenant’s use of the site only.

5. TAXES

5.1 Business Taxes, Licence Fees and Federal Goods and Services Tax

The Tenant shall promptly pay any business taxes, licence fees or any other charges that may be properly assessed or charged against the Tenant with respect to the Land. The Tenant shall pay to the Landlord any amount payable from time to time by the Tenant in accordance with the Federal Goods and Services Tax (GST) and accruing in respect of rental or other payments pursuant to this Agreement. The amount of any payment set forth in this Agreement does not include GST unless specifically stated to the contrary herein.

5.2 Property Taxes

The Tenant shall be responsible for any amounts to be paid by way of property tax / grant-in-lieu for the Land to the local taxing authority in respect of the Term upon notification by the taxing authority or the Landlord.

Outstanding property taxes or grant-in-lieu of property taxes not paid by the Tenant are considered a debt owed to the Landlord, and must be paid directly to the Landlord. Failure to do so shall be considered a substantial breach of this Lease and may result in immediate termination of this Lease.

6. USE

- 6.1** No poured concrete, except as required to secure footings or walls, nor asphalt, unless approved by the Landlord in writing, shall be used in any construction.
- 6.2** The Tenant shall have the right to construct, install, operate and maintain and replace upon the Land, operational facilities deemed necessary by the Tenant in relation to the permitted use.
- 6.3** The Tenant shall not, during the Term, carry on or permit to be carried on, on the Land, any noxious or offensive act or practice, nor any act or practice that may be or become an annoyance, nuisance or disturbance to the occupiers or owners adjacent to the Land.
- 6.4** The Tenant shall use his best efforts and approved methods of husbandry to prevent the growth of and to exterminate all noxious weeds on the Land according to the standards prescribed by the municipality in which the Land is located.
- 6.5** No livestock grazing is permitted on the Land.
- 6.6** Without the Landlord's written consent, the Tenant shall not build or make any improvements upon or under the Land; commit voluntary or permissive waste and make any changes to or intensify the use of the Land.
- 6.7** The Tenant shall maintain all improvements and structures on the Land in good order and repair, including all fences and all its improvements situated on the Land.
- 6.8** The Tenant shall not accumulate garbage on or around the Land, but shall promptly dispose of any garbage.
- 6.9** The Tenant shall permit the Landlord or its representatives to enter upon the Land at all reasonable times during the Term upon Twenty-Four (24) hours prior notice to the Tenant, and to conduct such investigations as may be deemed necessary by the Landlord including surveys and soil tests.
- 6.10** The Tenant shall not, cut, plant or remove any trees situated on the Land without first obtaining the written consent of the Landlord except the cutting required for the development of Day use and Overnight campsite.

- 6.11** The Tenant shall, at the expiration or such earlier termination of the Term, yield up to the Landlord quiet and peaceful possession of the Land in good and substantial state of husbandry.
- 6.12** The Tenant shall not place on or about the Land any sign or distinctive mark of any kind other than that approved by the Landlord.
- 6.13** The Tenant shall not stockpile any material other than that which is approved in this Lease on the Land without prior written permission from the Landlord.
- 6.14** If the Tenant is or becomes aware of any accident / incident occurring in or about the Land which results in injury to any person or property, the Tenant shall submit a written report of such accident to the Landlord within Five (5) days of such an accident / incident.
- 6.15** The Tenant shall observe and comply with all requirements in law with respect to its obligations under this Lease, including but not limited to applicable statutes, regulations, municipal bylaws, Ministerial Consents and Rights of Entry in respect to the use of the Land by the Tenant.

7. QUIET POSSESSION

- 7.1** Subject to Articles 6.9 10 of this Lease, the Landlord agrees that so long as the Tenant complies with and performs its obligations hereunder, the Tenant shall have quiet possession of the Land without hindrance or molestation by the Landlord or any other person claiming through or under the Landlord.
- 7.2** The Tenant, its agents and employees shall observe and comply with all reasonable rules and regulations which may be made or given by the Landlord with respect to the Land. The Landlord shall advise the Tenant in writing of such rules and regulations and any amendments thereto, that may be made from time to time. The Tenant shall also observe and comply with the provisions of all Provincial and Federal Legislations.

8. REMOVAL OF TENANT'S ITEMS

- 8.1** On or before the end of the Term or such earlier termination or further renewal thereof or subsequent to an amendment to the Land as provided for pursuant to Article 9 of the Term, the Tenant shall remove all vehicles, equipment, personal property, trade fixtures, fixtures and buildings, foundations, fences, roads and utilities and their connections previously brought or permitted to be brought onto the Land by the Tenant.
- 8.2** The Tenant shall repair any damage to the Land by filling and compacting the Land, if applicable, with a minimum of 200mm of clean, non-contaminated top soil, and seeding these areas with the appropriate seed mix.

- 8.3** The Tenant shall not be required to remove any Tenant's Items which the Landlord has agreed in writing may be left on the Land. Tenant's Items left on the Land with the Landlord's consent become the property of the Landlord, and shall be left in a good state of repair and free from any encumbrances caused by or through the Tenant.
- 8.4** If the Tenant fails to perform all its obligations under this Article, the Landlord may, at the Tenant's expense, perform the Tenant's obligations. The Landlord's cost of such performance shall comprise a debt payable by the Tenant to the Landlord.

9. DEFAULT, AMENDMENT AND TERMINATION

9.1 If the Tenant receives written notice from the Landlord that the Tenant is in default of the performance of an obligation under this Lease, the Tenant shall forthwith initiate steps to rectify the default and within Five (5) days after receiving such notice (or within such longer time as the Landlord may reasonably specify in the notice, having regard to the nature of the default), complete such rectification, failing either of which, the Landlord's cost of such rectification shall comprise a debt payable by the Tenant to the Landlord.

9.2 If:

- (a) any of the Tenant's goods and chattels on the Land liable to distress are seized or taken in execution or attachment by any creditor of the Tenant;
- (b) the Tenant makes an assignment for the benefit of his creditors, or becomes bankrupt or insolvent and takes the benefit of any enactment for bankrupt or insolvent debtors, or becomes involved in voluntary or involuntary liquidation or winding up proceedings or has a receiver appointed for its business, property, affairs or revenues; or
- (c) The Tenant fails to rectify a default in accordance with Article 9.1,

the Landlord may terminate this Lease upon giving the Tenant One (1) month's written notice of termination, whereupon the Landlord shall be entitled to enter upon and retake the Land.

10. TERMINATION / NOTICE OF AMENDMENT

- 10.1** Either the Landlord or Tenant may terminate this Lease with or without explanation of the cause and without liability to each other by giving each other at least One Hundred and Eighty (180) days prior written notice of termination.
- 10.2** In the event of termination pursuant to Article 10.1:
- (a)** The Tenant shall be entitled to submit a claim to the Landlord for any pre-paid rent for the unexpired balance of the Term if only the Landlord had requested termination, and
 - (b)** The Landlord shall not be responsible to the Tenant for any other compensation of any type whatsoever with respect to Article 10.1 except for pre-paid rent as stated above. The Tenant hereby releases and waives any and all claims to any further compensation against the Landlord.
- 10.3** If any portion(s) of the Land is(are) required for the use of the Landlord or an entity acting under the authority of the Landlord (“Permitted Entity”), the Landlord may remove that(those) portion(s) of the Land from this Lease with by giving the Tenant at least Seven (7) days prior written notice of the removal. The balance of the Lease shall remain in full force and effect to the extent permitted by law. The parties agree to amend this Lease to affect any removal of land from the leased area.
- 10.4** In the event of an amendment pursuant to Article 10.3:
- (a)** The Tenant shall be entitled to submit a claim to the Landlord for any pre-paid rent for the unexpired balance of the Term attributable pro rata of the portion(s) of the Land in respect of which this Lease is amended pursuant to Article 10.3, and
 - (b)** The Landlord shall not be responsible to the Tenant for any other compensation of any type whatsoever with respect to Article 10.3 except for pre-paid rent as stated above. The Tenant waives any and all claims to any further compensation against the Landlord.
- 10.5** If the Land or any portion(s) (the “designated area”) thereof is required for the use of the Landlord or Permitted Entity, the Landlord shall give the Tenant at least Seven (7) days prior written notice of such use.
- 10.6** Upon the expiry of the use of the designated area by the Landlord or Permitted Entity, the designated area shall be returned to the Tenant to an equivalent land capability as defined in Alberta’s *Conservation and Reclamation Regulation, AR 115/1993, Section 1(e)*, that it was in at the commencement of the use referred to above.

- 10.7** Notwithstanding any other provision of this Lease, the Landlord is not responsible for any compensation to any party as a result of its use of the Land referred to in Articles 10.3 and 10.4 hereof, unless the Landlord or Permitted Entity are found to be negligent in their use and reclamation, if applicable, of the Land which may injure the Tenant's continued use of the Land.

11. ENVIRONMENTAL OBLIGATIONS AND CONTAMINATION

11.1 In this Lease:

- (a) "Contaminant" includes but is not limited to biological materials and agents (whether or not hazardous in fact), petroleum products and by-products, any contaminants, pollutants, dangerous substances, hauled liquid wastes, toxic substances, industrial wastes, hazardous wastes, hazardous chemicals and hazardous substances as defined in any federal, provincial or municipal legislation; and
- (b) "Release" has the same meaning as the word "release" in the *Environmental Protection and Enhancement Act R.S.A. 2000 c.E-12*.

- 11.2** The Tenant shall, in respect of the Tenant's use of the land under this Lease, comply with all applicable laws relating to any Contaminant and the protection of the environment on the Land and neighbouring lands.

- 11.3** The Tenant shall, in respect of the Tenant's use of the Land under this Lease, conduct its operations in a manner which will:

- (a) protect the Land and neighbouring lands from a Contaminant;
- (b) avoid situations hazardous to the health of individuals on the Land and neighbouring lands with respect to the Release of a Contaminant;
- (c) comply with the *Environmental Protection and Enhancement Act R.S.A. 2000 c.E-12* and any other legislation in force in Alberta and pertaining to the environment (the "Environmental Legislation").

- 11.4** The tenant shall not permit the Release of any Contaminant on the Land in contravention of Environmental Legislation.

The Tenant is responsible, at its sole cost, for the full cleanup of the Land and any neighbouring lands affected by any Contaminant Release on the Land by the Tenant or those for whom the Tenant is legally responsible to the satisfaction of Alberta Environment and Parks or its successor, and such obligation shall survive the expiry or termination of this Lease.

- 11.5** The Tenant shall indemnify and hold harmless the Landlord and its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly, out of the Release of any Contaminant on the Land by the Tenant or those for whom the Tenant is legally responsible, or any actions by the Tenant or those for whom the Tenant is legally responsible which are otherwise not in compliance with any Environmental Legislation.
- 11.6** The Landlord shall not be responsible for the costs of any testing carried out by the Landlord or the Tenant where such testing discloses the presence of any Contaminant which resulted from the Tenant's use of the Land or exercise of its rights under this Lease.
- 11.7** The Tenant accepted the Land in its existing condition on an "as is" basis and, except for any Contaminant released by the Landlord during the Term of this Lease, waives against the Landlord all and any right or recourse in respect of any defects on or within the Land, including without limitation, any adverse soil conditions. The Landlord makes no representation or warranty with respect to the condition of the Land in respect of which the Tenant acknowledges that it has satisfied itself.
- 11.8** The provisions of Article 11 shall survive the expiry or termination of this Lease.

12. LIMITATION OF LANDLORD'S LIABILITY

- 12.1** The landlord shall not be liable nor responsible for any bodily or personal injury sustained by the Tenant or nay of its employees or agents or invites nor for property damage suffered by the Tenant, its employees or agents or invitees, except where such injury or damage is occasioned by the negligent or wilful acts of the Landlord, its employees or agents.
- 12.2** The Landlord shall not be liable nor responsible, regardless of the cause or reason, for any damage cost, losses, disbursements, extra expense, lost revenue or profits arising out of any damage or annoyance arising from any acts, omissions or negligence of owners or occupants of adjacent or contiguous land or properties.
- 12.3** The Landlord shall not be responsible for reimbursing the Tenant for any inconveniences or damages resulting from the development, use or improvement of a roadway or utility upon or within the Land.
- 12.4** The provisions of Article 12 shall survive the expiry or termination of this Lease.

13. INDEMNITY AND INSURANCE

13.1 The Tenant shall indemnify and hold harmless the Landlord, its employees and agents from any and all third party claims, demands, actions and costs for which the Tenant is legally responsible including those arising out of the negligence or wilful acts by the Tenant or those for whom the Tenant is legally responsible. This hold harmless provision shall survive the expiry or termination of this Lease.

13.2 The Landlord shall indemnify and hold harmless the Tenant, its employees and agents from any and all third party claims, demands, actions and costs for which the Landlord is legally responsible including those arising out of the negligence or wilful acts by the Landlord or those for whom the Landlord is legally responsible. This hold harmless provision shall survive the expiry or termination of this Lease.

13.3 Tenant's insurance:

(a) During the Term, the Tenant shall be responsible for insuring all its property on the Land.

(b) The Tenant shall, at its own expense and without limiting its liabilities herein, insure its operations under a contract of general liability, in accordance with the *Alberta Insurance Act*, in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall include sudden and accidental pollution liability, and shall be endorsed to the Landlord with Thirty (30) days advance notice of cancellation at the Landlord's address as set out below:

Room 301, Provincial Building, 9621-96 Avenue, Bag 900, Box 29, Peace River, AB T8S 1T4

Telephone:(780)624-6280 Fax:(780) 624-2440 e-Mail:

(c) Evidence of all required insurance shall be provided to the Landlord at the inception of the Lease in the form of a detailed certificate of insurance upon annual renewal of each insurance policy. Certified copies of such insurance shall be provided to the Landlord upon request.

13.4 The Tenant hereby waives any right of recourse it may have or may obtain against the Landlord, its employees or agents with regard to loss or damage to the Tenant's property located on the Land, and shall make its insurer aware of this waiver provided that this waiver shall not extend to

any negligence or wilful or wrongful misconduct of the Landlord or those for whom at law it is responsible.

- 13.5** Every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Landlord or to which the Landlord is entitled in this Lease shall also be available and shall extend to protect each agent and employee of the Landlord, acting in the course of or in connection with his employment.

14. LIENS

- 14.1** The Tenant shall not suffer or permit any Builder's Lien, Public Works Act claims or any other types of liens or interests for work, labour, services, materials or otherwise relating to work contracted for by the Tenant or any agent, servant or employee of the Tenant to be filed or registered, or remain to be filed or registered against the Land.
- 14.2** Should the Tenant become aware of a lien or claim registered at any time against the Land which relates to its use of the Land, the Tenant shall immediately obtain discharge of any such lien or claim.

15. ASSIGNMENT OR SUBLETTING

- 15.1** The Tenant shall not assign or sublease this Lease in whole or in part, or permit the use of the Land (or any part thereof) by another party, unless the Tenant receives written authorization from the Landlord.
- 15.2** Notwithstanding the foregoing, the Tenant may assign this Lease to a person that controls (as defined in the applicable *Business Corporations Act*), is controlled by or is under common control with the Tenant, or a purchaser of all or substantially all of the Tenant's assets without the prior written consent of the Landlord. The Tenant shall advise the Landlord in writing of such assignment and provide the name and contact information of the assignee as well as other reasonably requested information for the assignee.
- 15.3** This Lease shall enure to the benefit of and be binding upon the Landlord and the Landlord's successors and assigns and upon the Tenant and the Tenant's successors and permitted assigns.

16. OVERHOLDING

- 16.1** Should the Tenant remain in possession of and occupy the Land after the expiry date of the Term without written permission from the Landlord, a fixed term tenancy from year to year shall not be created by implication of the law.

The Tenant shall be deemed to be a monthly tenant only on the same terms and conditions as this Lease except rent as noted in Article 16.2.

- 16.2** The overhold rent shall be one and one-half (1 1/2) times the current annual rent pro-rated monthly, and is payable on or before the commencement date of this Lease.

17. PERMITS

- 17.1** The Tenant shall be responsible for obtaining, at its sole expense and cost, all permits, approvals, services and facilities that may either directly or indirectly be required for its use of the Land, all in accordance with the authorities having jurisdiction over the Land. Copies of such permits, approvals and licences shall be made available to the Landlord upon request.

18. GENERAL

- 18.1** Any notice required or permitted by this Lease to be served on one party by the other shall be in writing and may be given personally, sent by facsimile, or sent by prepaid registered letter addressed to the party for whom it is intended at the address hereunder, or to such other address as may be substituted therefore from time to time by proper notice and if so mailed, shall be deemed to be given Forty-Eight (48) hours after the date it is mailed or if sent by facsimile shall be deemed to be given on the date of transmission.

Property Manager, Property Section Peace Region, Alberta Transportation authorized to act on behalf of the Landlord and represent the Landlord as the Property Manager for all day-to-day property management matters as well as lease administration activities, including but not limited to communication and correspondence, collection of rents and security deposits, negotiation of terms, lease amendments, handling of utilities and such other tasks and matters related to typical leasing and property management activities, as may be required.

TO THE LANDLORD AT:

**Property Manager,
Property Section Peace Region,
Alberta Transportation
Room 301, Provincial Building
9621-96 Avenue
Bag 900, Box 29
Peace River, AB T8S 1T4
Telephone:(780)624-6280 Fax:(780) 624-2440**

TO THE TENANT AT:

Stacy Wabick
Recreational Manager
Municipal District of Greenview
Street Address: 4707 – 50 Street
Mail: P.O. Box 1079, Valleyview, AB T0H 3N0
Phone: 780-524-7603 Fax: 780-524-4130

- 18.2** The waiver by the Landlord or the Tenant of the strict performance of any condition, covenant or agreement herein contained shall not constitute a waiver of or abrogate such or any other condition, covenant or agreement nor shall it be deemed a waiver of any subsequent breach of the same or of any other condition, covenant or agreement.
- 18.3** A reference to any federal or provincial law or regulation, or to any municipal bylaw, shall be deemed a reference to the law, regulation or bylaw as may be amended, revised, repealed and replaced, or substituted from time to time.
- 18.4** Time is of the essence of this Lease.
- 18.5** No amendments of this Lease shall be effective unless made in writing and signed by both parties.
- 18.6** This lease will come into full force and be legally binding upon the Landlord and the Tenant when both parties sign it.
- 18.7** This Lease constitutes the entire agreement between the parties with respect to the matters herein and supersedes all earlier negotiations, communications, representations or agreements relating to it unless incorporated by reference into this Lease.
- 18.8** If the Tenant signs this Lease but fails to date their signature, the date that the Landlord receives the signed documents with the Tenant's signature will be deemed to be the date that the Tenant signed the Lease.
- 18.9** If this Lease has not been signed by the Tenant and received by the Landlord within Thirty (30) days from the date of delivery to the Tenant's address of record, the Landlord may withdraw and rescind any offer or this Lease.
- 18.10** The headings used throughout this Lease are inserted for reference purposes only and are not to be considered or taken into account in construing the terms and provisions of any paragraph or Article and are not to be deemed in any way to qualify, modify, or explain the effects of any such provisions or terms.
- 18.11** Unless the context otherwise requires words importing the singular in number only shall include the plural and vice versa, words importing the use of gender shall include the masculine, feminine and neuter genders and words

importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.

18.12 The Tenant shall not register (not permit anyone claiming through or under the Tenant to register or permit to be registered) any caveat or encumbrance against the Landlord's title to the Land.

18.13 This Lease shall be governed by and subject to the laws of the Province of Alberta and the parties attorn to the exclusive jurisdiction of the Courts of Alberta.

IN WITNESS WHEREOF the Tenant has executed this Agreement on this the _____ day of _____, 20____, and the Landlord has executed this Agreement on the date first above written.

TENANT:

Witness

Municipal District of Greenview

Print Name

Title

LANDLORD:

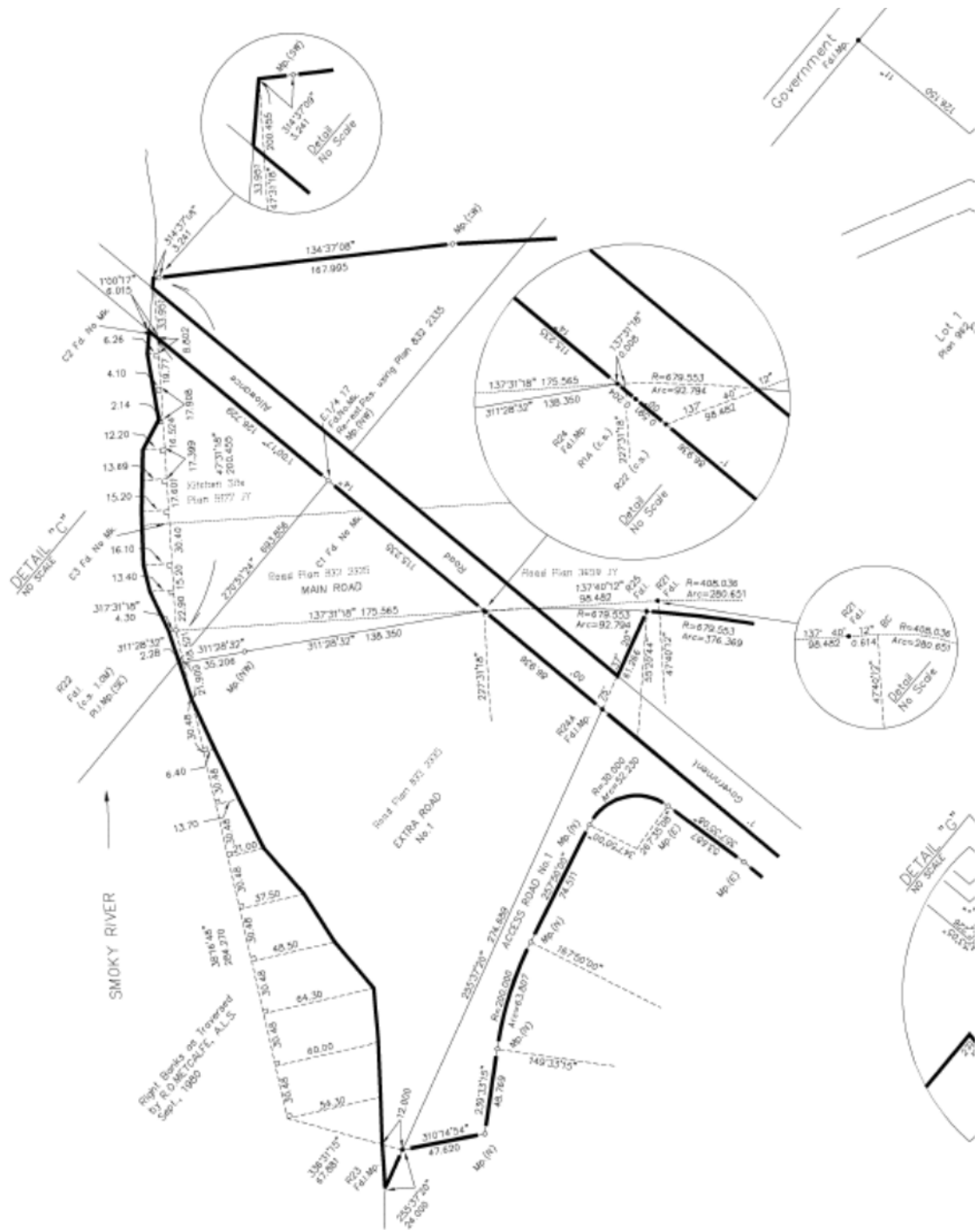
Signed by the Minister of Transportation of the Province of Alberta, or duly authorized representative and sealed with his Seal

Property Manager,
Property Section Peace region,
Alberta Transportation

SCHEDULE A
 Extract of Road Plan Number 0324230 showing Extra Road No. 1, The Subject Property



DETAIL "C" of Extra Road No. 1, The Subject Property



Moody's Crossing Sketch Plan

SW 16 - 72 - 2 - W6M and SE 17 - 72 - 2 - W6M

Municipal District of Greenview No. 16

Prepared by: Deborah Wood, Recreation Coordinator

Purpose of Activity: Recreational Development - Campground

Size of Activity: 4.8 ha

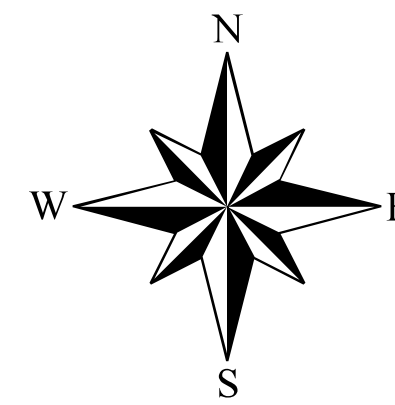
Boundary Perimeter: 990 m

Boundary Dimensions: Irregular

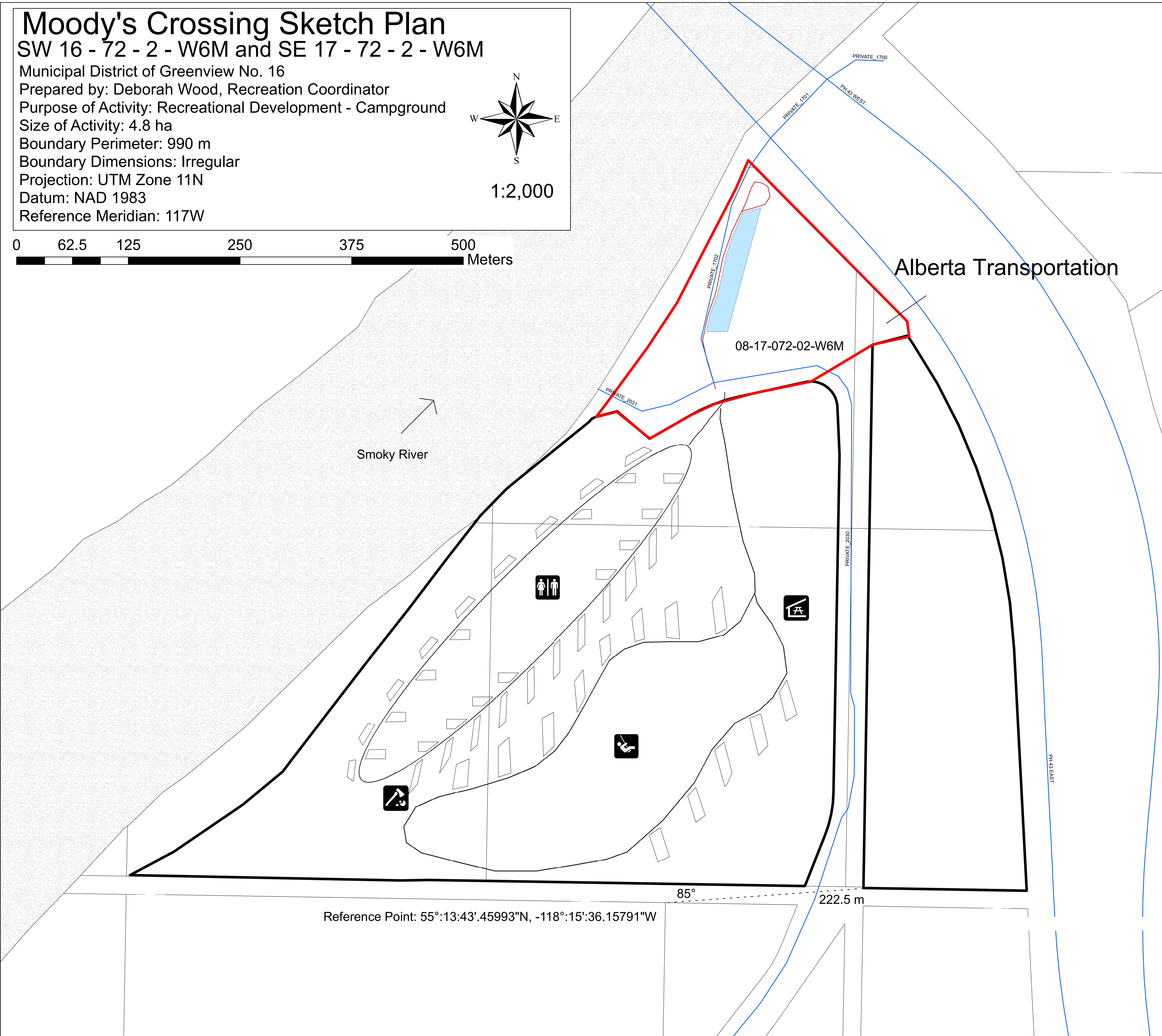
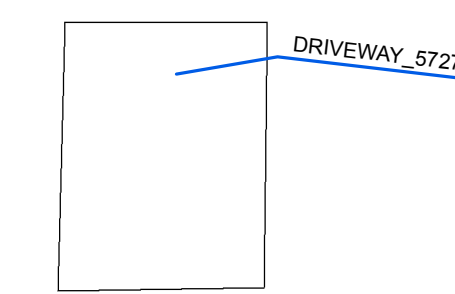
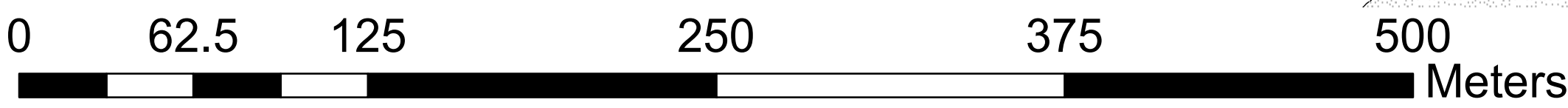
Projection: UTM Zone 11N

Datum: NAD 1983

Reference Meridian: 117W



1:2,000



Alberta Transportation

08-17-072-02-W6M

Smoky River

Reference Point: 55°:13:43'.45993"N, -118°:15':36.15791"W

85°

222.5 m

Legend

- Geo Reference Point: 55°:13:43'.45993"N, -118°:15':36.15791"W
- Bathroom
- Cookhouse
- Playground
- Wood Shelter
- Proposed Land Purchase Boundary - 4.8 ha
- Provincial Lease Boundary
- Boat Trailer Parking
- Existing Roads
- Access Road Requiring Development
- Watercourse
- Legal Property Boundaries
- Legal Subdivision Boundary



GREENVIEW CAPITAL PROJECT FORM

Department: Community Services **Job ID:** RE18004

Area: Recreation Services **Project Title:** Moody's Crossing Recreation Area

Project Description & Benefits

The area south of the Highway 43 Bridge, crossing the Smoky River, was identified as a new project for 2018 and has now become known as Moody's Crossing Recreation Area.

The 2017 Budget allocated \$100,000 to the preparation of the project with the intention of carrying over the remaining balance into 2018 to continue with the development of this recreation area. The following upgrades are proposed for the next development stages:

In 2018: Access infrastructure, a day use area, a camping loop, installation of bathrooms and garbage facilities and signage.

In 2020: Construction of an additional camping loop and potentially a cookhouse.

In 2021: Construction of a playground.

Council Strategy/Goal

Strategy: The Municipal District of Greenview is viewed as a destination for the Tourism Industry.

Goal: We have well-built and well-maintained infrastructure that is sustainable and contributes to quality of life in the region.

Project Funding/Costs

Funding Source

Types of Funding :

	<i>Dollar Amount</i>
Grants	
Reserves	\$96,000.00
Utility Revenue	
Tax Revenue	\$1,404,000.00
Total Funding	\$1,500,000.00

Costs

Type of Cost :

• Moody's Crossing Recreation Area (2017 carryover)	\$96,000.00
• Moody's Crossing Recreation Area 2018	\$604,000.00
• Smoky River Recreation Area - 2020 funding	\$300,000.00
• Smoky River Recreation Area - 2021 funding	\$250,000.00
• Smoky River Recreation Area - 2024 funding	\$250,000.00
Total Cost:	\$1,500,000.00

Schedule

Design Start: 2017 **Design End:** 2021

Project Start: 2017 **Project End:** 2021



GREENVIEW CAPITAL PROJECT FORM

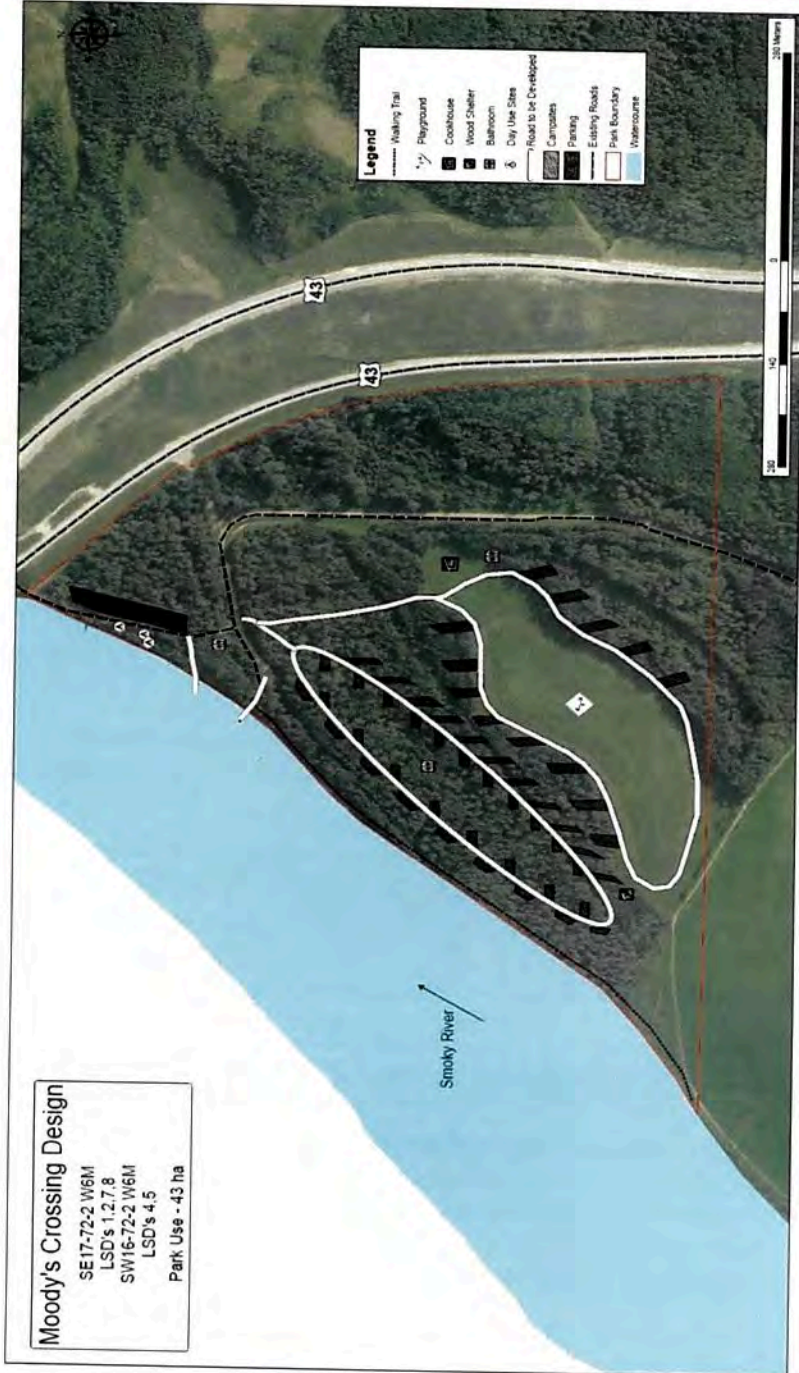
Department: Community Services

Job ID: RE18004

Area: Recreation Services

Project Title: Moody's Crossing Recreation Area

Project Description & Benefits (cont'd)





REQUEST FOR DECISION

SUBJECT: Watino Boat Launch Funding
SUBMISSION TO: REGULAR COUNCIL MEETING
MEETING DATE: March 26, 2018
DEPARTMENT: RECREATION
STRATEGIC PLAN: Development

REVIEWED AND APPROVED FOR SUBMISSION
CAO: MH MANAGER: SW
GM: DM PRESENTER: SW

RELEVANT LEGISLATION:

Provincial (cite) – Alberta Water Act, R.S.A 2000, c. W-3 as amended

Council Bylaw/Policy (cite) – N/A

RECOMMENDED ACTION:

MOTION: That Council approve funding in the amount of \$8,800.00 to the Watino River Boat Association for the purpose of building a boat launch on the Smoky River at SE34-77-24 W5M, with funds to come from the Community Service Miscellaneous Grant.

BACKGROUND/PROPOSAL:

On February 26, 2018 the Watino River Boat Association presented to Council their plans to build a new boat launch on the Smoky River at SE34-77-24 W5M. The site is located on the border of Birch Hills County and the Municipal District of Smoky River, and in relation to Greenview, it is approximately 12 kilometers by water from Greenview’s most northern boundary.

The purpose of this development is to replace the existing boat launch which experiences water flow and siltation issues due to its proximity to the Watino Bridge. The new boat launch will be approximately 40 meters downstream and while in the same vicinity, it is not subjected to these issues.

In partnership with the Municipal District of Smoky River, land for the new location has been surveyed and secured and approval has been obtained from the Province of Alberta under the Water Act. The budget for the project is \$80,000 in which \$57,600 has been secured through a \$40,000 Community Initiative Program Grant and the Municipal District of Smoky River and Northern Sunrise County each providing \$8,800.

The Watino River Boat Association has requested that Council choose a funding amount to assist with the outstanding \$22,400. It is Administrations belief that a properly functioning boat launch at this location can aid Greenview in water related emergencies as well as complement recreation on the river. As a result it is Administrations recommendation that Greenview matches the amount of \$8,800 that has been provided by other municipalities, with those funds to be taken out of the Community Service Miscellaneous Grant.

The Community Services Miscellaneous Grant has a balance of \$283,596.57 as of March 25, 2018.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is that the funds will assist with providing a safe and reliable boat launch. This will contribute to emergency response efficiencies and recreation use on the Smoky River within Greenview and the surrounding area.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. The disadvantage of the recommended action is that there is not a clear measurement of how much value Greenview will receive by financially contributing to the construction of a boat launch in another municipal district.

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to alter the recommended funding amount to a higher or lower financial commitment than that of the one recommended by Administration.

Alternative #2: Council has the alternative to not participate in the funding of the Watino boat launch, however Administration does anticipate the boat launch will provide some value to Greenview.

FINANCIAL IMPLICATION:

Direct Costs: \$8,800.00

Ongoing / Future Costs: At this time there are no predicted ongoing or future costs.

STAFFING IMPLICATION:

There are no staffing implication associated with the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

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

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Administration will notify the Watino Club in regards to Council's decision and complete the appropriate documentation.

ATTACHMENT(S):

- Information Email from the Watino River Boat Association.
- Water Act Approval from the Province of Alberta.
- Sketch and survey plan of boat launch area.
- Location Information.



Paulette Gosselin <gosselinp@serbernet.com>

RE: Watino Boat Launch Information

To Stacey Wabick

Hi Stacey,

As per your telephone call today, here is the information for our boat launch project that you requested.

Projected Budget for Phase 1 for the Boat Launch

\$80,000 Build, compact, gravel new site, all materials required to complete project

Funds received to date:

(\$40,000) CIP Grant

(\$8,800) MD of Smoky River Recreational Grant

(\$8,800) Northern Sunrise County

Remaining Funds Needed

\$22,400

The Legal Description is SE-34-77-24-W5th Plan 5571 LZ (as shown of Sketch attach).

Amount requested is whatever your Council wants to grant. The plan is that we do this project phase in the period of July 15 to 31, 2018 to comply with the Alberta Environment permit.

Some of the Watino River Boat Association Members have indicated that they would donate their time to make this project cost effective.

Will be continuing to seek donations.

**APPROVAL
PROVINCE OF ALBERTA
WATER ACT, R.S.A. 2000, c. W-3, as amended**

APPROVAL NO.: 00385207-00-00

FILE NO.: 00385207

WATERBODY: Smoky River

ACTIVITY LOCATION: SW 35-077-24-W5

EFFECTIVE DATE: December 20, 2016


EXPIRY DATE: December 19, 2026

APPROVAL HOLDER: Municipal District of Smoky River No.130

Pursuant to the Water Act, R.S.A. 2000, c. W-3, as amended, an Approval is issued to the Approval Holder for the following activity:

placing, operating, maintaining and disturbing works on the Smoky River as part of the relocation, construction and maintenance of a boat launch,

subject to the attached terms and conditions.

Designated Director under the Act: 
Acting for Okey Obiajulu

Date Signed: December 20, 2016

DEFINITIONS

- 1.0 All definitions from the Act and the Regulations apply except where expressly defined in this Approval.
- 1.1 In all parts of this Approval:
- (a) "Act" means the Water Act, RSA 2000, c. W-3, as amended;
 - (b) "Director" means an employee of the Government of Alberta designated as a Director under the Act;
 - (c) "Maintenance" means the routine repair, upkeep and preservation of the activity authorized under this approval; and
 - (d) "Regulations" means the regulations, as amended, enacted under the authority of the Act.

GENERAL

- 2.0 The Approval Holder shall immediately report to the Director by telephone, any contravention of the terms and conditions of this Approval at 780-422-4505.
- 2.1 The terms and conditions of this Approval are severable. If any term or condition of this Approval is held invalid, the application of such term or condition to other circumstances and the remainder of this Approval shall not be affected thereby.
- 2.2 The Approval Holder shall retain a copy of:
- (a) this Approval; and
 - (b) the plans referred to in Section 3.1
- at the site of the activity at all times while conducting the activity.

PARTICULARS

- 3.0 This Approval is appurtenant to the undertaking described as the relocation, construction and maintenance of a boat launch located in the SW 35-077-24-W5.
- 3.1 The Approval Holder shall undertake the activity in accordance with the following plans and report:

TITLE	AEP NUMBER
Sketch Plan showing Proposed Boat Launch By: Midwest Surveys Inc. Date: Aug. 15, 2016	00385207-P001
Boat Launch Ramps Drawing by: K. Cymbaluk Sheet 3 of 4	00385207-P002
Silt Fence Detail (Trench Method) Government of Alberta: Transportation	00385207-P003
Erosion Control Detail	00385207-P004

- 3.2 The Approval Holder shall not undertake the activity in any manner or use any material that causes or may cause an adverse effect on the aquatic environment, human health or public safety.
- 3.3 All work, including maintenance, must be undertaken outside the restricted activity period for the Smoky River, September 10 through July 15, unless otherwise authorized by the Director.
- 3.4 All work must be completely isolated from the river bed to the surface.
- 3.5 A fish salvage and relocation from the isolated area must occur.
- 3.6 All machinery must perform work from the shore and not enter the water
 - (a) If the machinery cannot complete all the work from the shore and must enter the water, all fluids must be replaced with vegetable based fluids.

SILTATION AND EROSION CONTROL

4.0 The Approval Holder shall minimize:

- (a) siltation; and
- (b) erosion

of the water body as a result of the activity.

BOAT LAUNCH MAINTENANCE

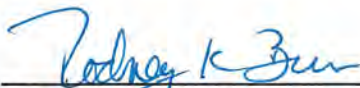
5.0 The Approval Holder shall not conduct maintenance except for the following:

- (b) adding additional washed, crushed ¾" gravel; and
- (c) any other maintenance actions authorized in writing by the Director.

CERTIFICATE OF COMPLETION

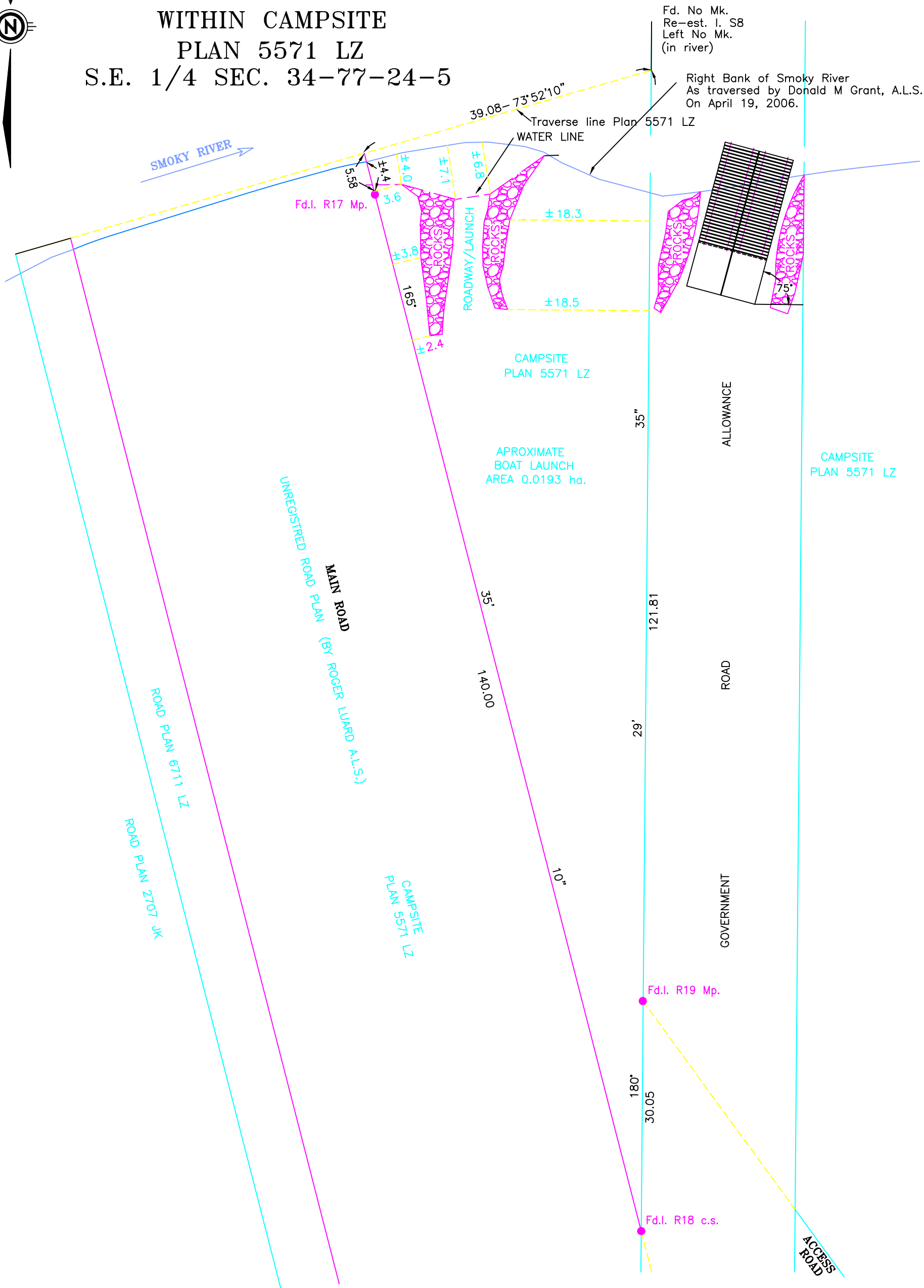
6.0 A Certificate of Completion is not required for this activity.

Date Signed: December 20, 2016

Acting for 

Designated Director under the Act
Okey Obiajulu

SKETCH PLAN SHOWING
 BOAT LAUNCH
 WITHIN CAMPSITE
 PLAN 5571 LZ
 S.E. 1/4 SEC. 34-77-24-5



NOTES:

1. All measurements taken to the greatest extent of the main wall of all buildings and includes any outer wall covering.
2. Statutory iron posts found are shown thus..... ●
3. All distances shown are in metres and decimals thereof.

AMEC Geomatics Limited

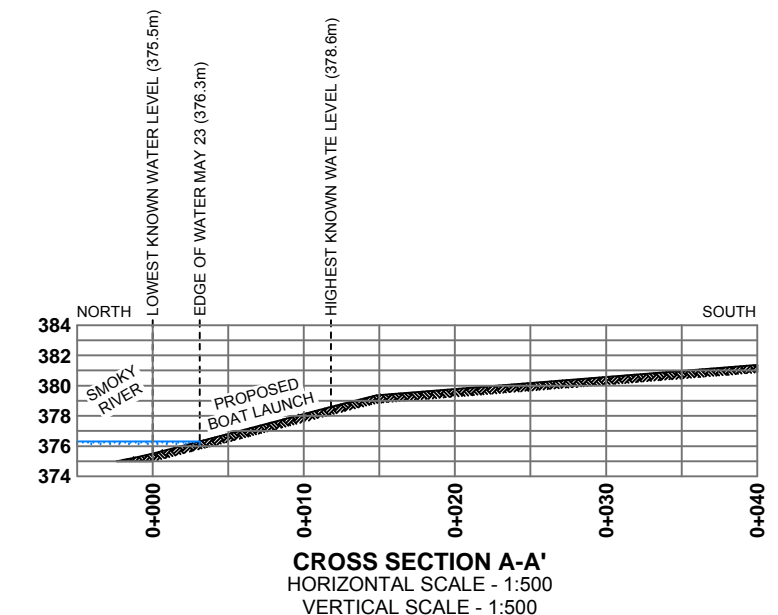
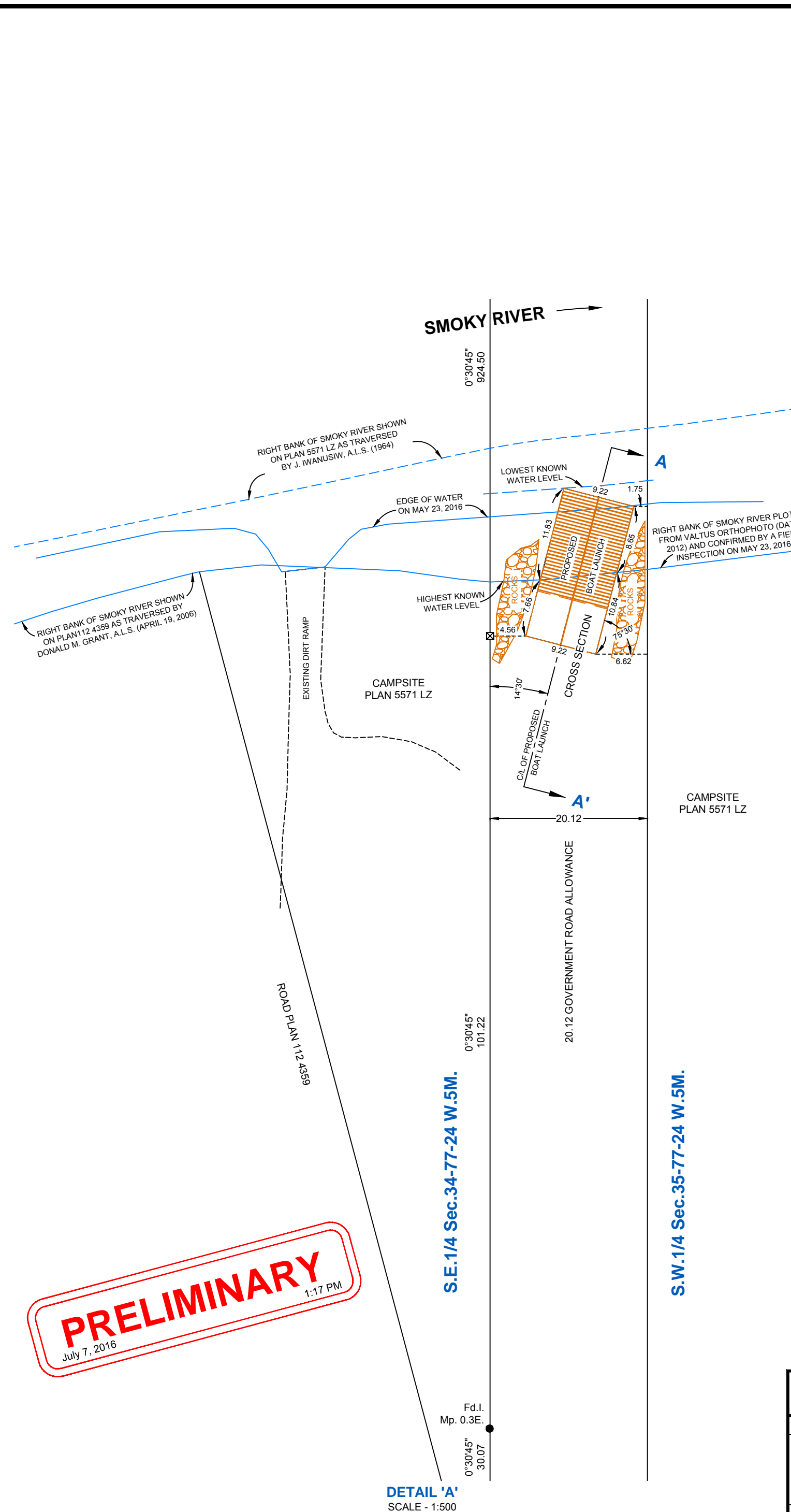
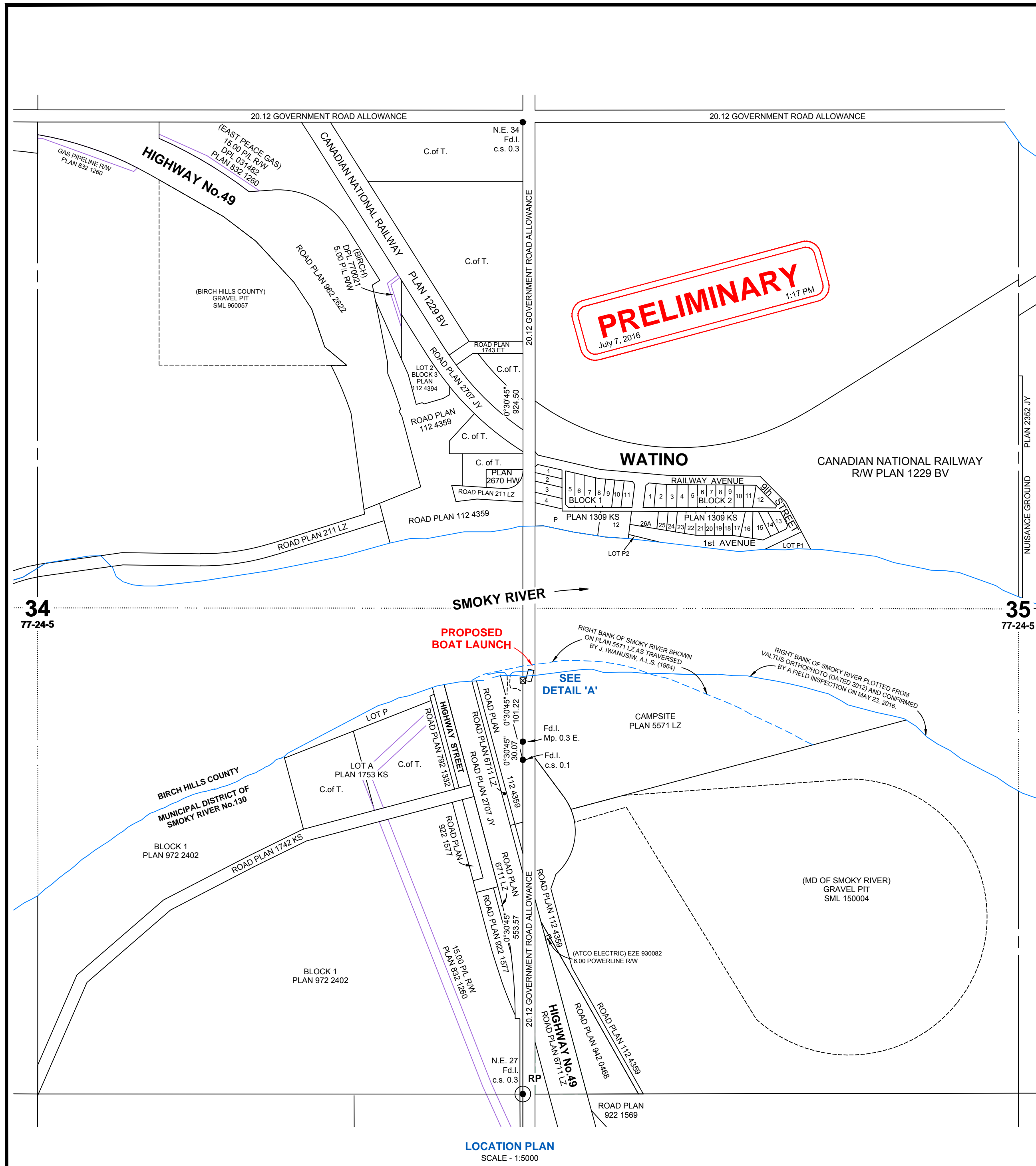
5681-70 STREET, EDMONTON, ALBERTA T6B 3P6
 Tel. (780) 436-2152

Initials: RL/ET

Date: 05-25-2011

Scale 1:500

File: EL060030 SKETCH



SKETCH PLAN SHOWING PROPOSED BOAT LAUNCH

AFFECTING
BED AND SHORE OF SMOKY RIVER
 Within Government Road Allowance
 Adjacent to S.E. 1/4 Sec. 34 & S.W. 1/4 Sec. 35
 Twp. 77 Rge. 24 W. 5M.
 BIRCH HILLS COUNTY
 And Government Road Allowance
 Adjacent to S.E. 1/4 Sec. 34 & S.W. 1/4 Sec. 35
 Twp. 77 Rge. 24 W. 5M.
 MUNICIPAL DISTRICT OF SMOKY RIVER No. 130

LEGEND:

Temporary point shown thus: ○ RP
 Statutory Iron Posts found shown thus: ⊠

The Geo-referenced point is shown thus: ○ RP

Distances are ground and in metres and decimals thereof.
 Combined Scale Factor (CSF) used = 0.999562
 Bearings and co-ordinates are UTM Grid, NAD83 (CSRS),
 Reference Meridian 117° (Zone 11N),
 and are derived by GNSS observations.

NOTE:
 The Geo-referenced point is a Found Iron Post
 at the N.E. 1/4 27-77-24 W. 5M.
 Observed UTM NAD83 (CSRS), Zone 11(N) Co-ordinates:
 N. 6173835.49 E. 460868.94

GEODETIC DATUM:
 Elevations shown are geodetic and are derived from GNSS
 observations using the Precise Point Positioning (PPP)
 Service and the HTV2 geoid model.


GEOGRAPHIC CO-ORDINATES:
 CENTRE OF PROPOSED BOAT LAUNCH
 54.714928° Latitude } NAD 83
 -117.622571° Longitude } CSRS

ABBREVIATIONS:
 A.L.S. Alberta Land Surveyor
 (CSRS) Canadian Spatial Reference System
 C/L Centerline
 C of T Certificate of Title
 c.s. Countersunk
 Fd Found
 GNSS Global Navigation Satellite System
 HTV2 Height Transformation version 2.0
 I Statutory Iron Post
 M Meridian
 Mp Metal marker post
 NAD83 North American Datum, 1983
 No Number
 N., S., E., W. North, South, East and West
 P/L Pipeline
 RP Geo-Reference Point
 Rge Range
 R/W Right of Way
 Sec Section
 Twp Township
 UTM Universal Transverse Mercator

NOTE: HIGHEST AND LOWEST KNOWN WATER LEVELS ARE BASED ON DATA OBTAINED FROM ALBERTA ENVIRONMENT MONITORING STATION 07GJ001 (DATA PERIOD 2012-2016)				NOTE: A FIELD INSPECTION WAS CARRIED OUT ON MAY 23rd, 2016.	
No.	DATE	REVISION / ISSUED	JOB No.	SCALE 1:5000	MIDWEST SURVEYS INC. #121 - 8805 Resources Road Grande Prairie, AB T8V 3A6 Tel: 780-832-4801
0	JULY 7, 2016	PLAN ISSUED	GP-0128-16		
SURVEYED BY: NTS		CALC'D BY: IDC		DRAWN BY: DJM	

Watino Boat Launch vs Greenview Boundary



 Watino Boat Launch

 Greenview Northern Boundary



New Watino Boat Launch Location





REQUEST FOR DECISION

SUBJECT: Philip J Currie Dinosaur Museum Funding Request
SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION
MEETING DATE: March 26, 2018 CAO: MH 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 \$200,000.00 to the Philip J Currie Dinosaur Museum for the 2018 calendar year, with funds to come from Community Services Miscellaneous Grant.

BACKGROUND/PROPOSAL:

The Philip J. Currie Dinosaur Museum made a presentation at the March 12, 2018 Council Meeting that included the 2017 highlights and planned 2018 events. The palaeontology research activity and potential activity locations within Greenview were revealed during the presentation. These areas include Pinto Creek, Wapiti River, Kakwa River and Simonette River. The museum additionally acknowledged the museum's support of the tourism initiatives for the Grande Cache trackways. The museum has provided education and outreach to schools within Greenview that include Valleyview, Fox Creek, Crooked Creek, Grande Cache and Grovedale. The 2018 Phillip J Currie Dinosaur Museum is requesting a contribution in the amount of \$200,000.00 from Greenview for the 2018 calendar year.

Administration is recommending that Council approve the \$200,000.00 grant for 2018 and work with the museum's Administration regarding the possibility of establishing a three year business plan as to allow for future funding requests.

Greenview has provided \$500,000.00 to-date for sponsorships and contributions toward the Philip J. Currie Dinosaur Museum.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is that Greenview will be supporting a valuable tourism asset within the region.
-

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 or alter the funding request, however this may result in additional financial hardship for the museum to continue to operate effectively.

FINANCIAL IMPLICATION:

Direct Costs: \$200,000

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 the Philip J Currie Dinosaur Museum to inform them of Council's decision.

ATTACHMENT(S):

- Philip J Currie Dinosaur Museum – Budget

BUDGET 2018

GRANT REVENUE

County of Grande Prairie No 1	400,000.00
MD of Greenview	200,000.00
County of Saddlehills	100,000.00
General Municipalities	200,000.00
Young Canada Works	15,000.00
TOTAL GRANT REVENUE	915,000.00





REQUEST FOR DECISION

SUBJECT: Council – CAO Covenant Initial Discussion
SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION
MEETING DATE: March 26, 2018 CAO: MH MANAGER:
DEPARTMENT: CAO SERVICES GM: PRESENTER:
STRATEGIC PLAN: Level of Service

RELEVANT LEGISLATION:

Provincial (cite) – N/A

Council Bylaw/Policy (cite) – Policy 1007

RECOMMENDED ACTION:

MOTION: That Council direct Administration to forward the draft Council/CAO Covenant to the Policy Review Committee.

BACKGROUND/PROPOSAL:

The Council/CAO Covenant has been slated for a review for some time. This was paused as Greenview awaited changes to the MGA and considered amalgamating this policy with the Council Code of Conduct Policy. As the MGA process unfolded and information on MGA changes was clarified, Administration believes that there is merit in keeping the two documents separate as their focus will be different, even though some content will overlap.

The focus of the Covenant is to attempt to ensure that Council and the CAO are taking actions to build a positive relationship between the parties. Much of the draft has been brought forward from the current policy and several additions have been made.

The key addition is the inclusion of a section outlining that Council and the SLT will have informal meetings (likely a dinner type casual event) to discuss the relationship and the organization. Some general rules governing this have been set out ensure that it is productive and positive.

This initial discussion is intended to solicit Council input. The draft document will then be put on Policy format and sent to the Policy Review Committee.

BENEFITS OF THE RECOMMENDED ACTION:

1. By providing input and forwarding this policy to the PRC, this important piece of the governance framework will be progressed.
-

DISADVANTAGES OF THE RECOMMENDED ACTION:

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

ALTERNATIVES CONSIDERED:

Alternative #1: Council may choose to provide input for the PRC’s consideration.

FINANCIAL IMPLICATION:

There are no direct or future costs 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:

The draft policy will be forwarded to the Policy Review Committee.

ATTACHMENT(S):

- Policy 1007
- Draft CAO – Council Covenant

<p>Title: COUNCIL – CHIEF ADMINISTRATIVE OFFICER COVENANT</p> <p>Policy No: 1007</p> <p>Approval: Council</p> <p>Effective Date: <u>July 9, 2013</u></p> <p>Supersedes Policy No: (None)</p>	 <p>MUNICIPAL DISTRICT OF GREENVIEW NO. 16</p> <p><i>“A Great Place to Live, Work and Play”</i></p>
<p>Policy Statement: The Municipal District of Greenview No. 16 (Greenview) will utilize a Council - Chief Administrative Officer Covenant to formalize the relational protocols and a code of conduct to support mutual respect for the other's functions and duties.</p>	
<p>Purpose: : The purpose of the Covenant is to commit both parties to seek clarity in their relationship to the other and to undertake to conduct their respective roles appropriately.</p>	

Regulations:

1. The Covenant will be presented for signature by both parties at the time of:
 - a. The first Regular Council meeting following a general election, and
 - b. The recruitment of a new Chief Administrative Officer.

2. The Covenant is attached to this Policy as Schedule A.

Approved: 13.07.413

Council - Chief Administrative Officer Covenant

We, as members of Council, will:

- carry out our responsibilities as set out in the applicable legislation to the best of our abilities; and;
- make decisions which we believe to be in the best interests of the citizens of Municipal District of Greenview No. 16; and;
- review the background information and advice made available to us by the organization prior to rendering a decision; and;
- seek further input when we are unsure of the issues or uncertain as to the preferred course of action; and;
- refer any complaints, either written or verbal; about the decisions of Council or the actions of the organization, to the Chief Administrative Officer for review, comment and follow-up as appropriate; and;
- refrain from making any commitments on behalf of Council to individual citizens or groups other than a commitment to take the request to Council or the Chief Administrative Officer for response; and;
- seek to participate actively in the decision making process; and;
- refrain from any public or private criticism of our organization wherein individual employees are identified; and;
- act as good stewards for the Municipal District of Greenview No. 16; and;
- as public servants acting for our citizens to show ethical conduct; and;
- provide effective leadership through guiding the corporation and the municipality through the approved strategic directions and goals, and the priorities set in annual budgets, and by agreeing to reasonable policies which reflect, in our views, the best interests of a majority of our citizens; and;
- ensure that we formally evaluate the performance of the Chief Administrative Officer at least once annually and involve the Chief Administrative Officer in this process so as to ensure a full understanding of Council's candid assessment.

Signed this _____ day of _____, 20__.

Reeve

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Council - Chief Administrative Officer Covenant

I, the Chief Administrative Officer, will:

- conduct myself as your chief policy advisor in an honest and ethical manner; and;
- ensure that the Reeve and Councillors are accorded respect in all of my personal and public comments; and;
- provide advice on all issues which is professionally sound, ethical, legal, and in accordance to the policies and resolutions of Council; and;
- guide the actions of the organization so that they are in accordance with the policies and resolutions of Council; and;
- act only on the will of Council as a whole as established by the resolutions, policies and bylaws of the Council of Municipal District of Greenview No. 16; and;
- forward any complaints or concerns of Council to the appropriate department and individual, so that reasonable and prompt follow-up is assured; and;
- ensure that Council is made aware of the full picture with regard to each issue, at least to the extent that the organization is aware of such information and ensure that Council has access to the reasonable decision options as well as my recommendation as your Chief Administrative Officer; and;
- seek to ensure that Council is aware of any key issues as they arise and therefore mitigate the problems associated with surprises; and;
- maintain a current understanding of the applicable legislation as well as relevant programs, policies, and initiatives, of the Provincial and Federal governments; and;
- admit to any mistakes of substance made by myself or my staff and take corrective action; and;
- listen carefully to the concerns of Council vis-a-vis my performance and seek to improve any deficiencies on an ongoing basis; and;
- ensure that all major issues are tracked in sufficient detail so as to advise Council of any progress, anticipated problems, or decision points.

Signed this _____ day of _____, 20__.

Chief Administrative Officer



MUNICIPAL DISTRICT OF GREENVIEW No. 16

Council - Chief Administrative Officer Covenant

1. Purpose:

The purpose of this Council-CAO covenant is to formalize relational protocols to support respect for each other's functions. A Council-CAO Covenant commits both parties to seek clarity in the relationship, as well as emphasize the sincerity of undertaking their respective roles appropriately.

2. Definitions:

- 2.1. Council means the Reeve and Councillors of the M.D of Greenview No. 16 for the time being elected pursuant to the provisions of the Local Authorities Election Act whose term is unexpired, who have not resigned, and who continue to be eligible to hold office as such under the terms of the Municipal Government Act.
- 2.2. Chief Administrative Officer (CAO) means the person appointed by Council pursuant to Sections 207-210 of the Municipal Government Act.
- 2.3. Senior Leadership Team (SLT) refers to the CAO, the General Manager of Infrastructure and Planning, the General Manager of CAO and Corporate Services, and the General Manager of Community Services.
- 2.4. The Covenant means the Council-CAO Covenant outlined herein.

3. Principles:

- 3.1. An effective organization demonstrates clarity and trust in the relationship between Council and its Chief Administrative Officer.
- 3.2. Establishing a Council-CAO Covenant commits both parties to seeking clarity in the relationship and to seriously undertake conduct within their respective roles appropriately.
- 3.3. The Covenant as described be authorised for the Reeve, Council Members and Chief Administrative Officer to sign for added authority.
- 3.4. The Covenant shall be executed by all parties at the beginning of each political term at the organizational meeting following the General Election.
- 3.5. The Covenant shall be provided annually and whenever there is a new member of council begins their term. At these times this Covenant shall be reaffirmed by Council Motion.
- 3.6. The Covenant may be reviewed and amended from time to time with the mutual consent of the parties.

4. The Members of Council will:

- 4.1. Carry out our responsibilities as set out in the Municipal Government Act, and other applicable legislation; and follow the Bylaws and Policies of Greenview, to the best of their abilities;

- 4.2. Make decisions which we believe to be in the best interests of the citizens of Municipal District of Greenview;
 - 4.3. Review the background information and advice made available to us by the organization prior to rendering a decision;
 - 4.4. Seek further input from the SLT when we are unsure of the issues or uncertain as to the preferred course of action;
 - 4.5. Refer any complaints, either written or verbal; about the decisions of Council or the actions of the organization, to the Chief Administrative Officer for review, comment and follow-up as appropriate;
 - 4.6. Refrain from making any commitments on behalf of Council to individual citizens or groups other than a commitment to take the request to Council or the Chief Administrative Officer for response;
 - 4.7. Seek to participate actively in the decision making process;
 - 4.8. Refrain from any public or private criticism of the organization, or individual employees;
 - 4.9. Act as good stewards for the Municipal District of Greenview;
 - 4.10. As public servants acting for our citizens to show ethical conduct;
 - 4.11. Provide effective leadership through guiding the corporation and the municipality through the approved strategic directions and goals, and the priorities set in annual budgets, and by agreeing to reasonable policies which reflect, in our views, the best interests of a majority of our citizens;
 - 4.12. Respect the apolitical nature of the office of Chief Administrative Officer and to receive their advice as being in the perceived interest of the community and/or organization. We will respectfully listen to comments in response to questions posed at Council Meetings and will ensure that the CAO is accorded a respectful audience;
 - 4.13. Not bypass the CAO in our search for information and will coordinate any questions or concerns relative to the jurisdiction of the administration through the office of the CAO and the SLT.
 - 4.14. Respect the apolitical nature of our senior staff and will treat their advice and reports with respect. We will not knowingly or willfully interfere with their work and will coordinate concerns through the CAO, and;
 - 4.15. Ensure that we formally provide a thorough and detailed evaluation of the performance of the Chief Administrative Officer at least once annually and involve the Chief Administrative Officer in this process so as to ensure a full understanding of Council's candid assessment.
 - a. Provide two (2) weeks notice to the CAO and all members of Council that a formal evaluation will be occurring to allow all parties time to prepare;
 - b. Provide the CAO with a written assessment from Council;
 - c. Allow the CAO the opportunity to respond to the performance evaluation by providing a written response letter that will be shared with all members of Council;
 - 4.16. Council will annually conduct a self assessment on Council and how they are functioning;
 - 4.17. Acknowledge that Administration will introduce counterpoints and alternate viewpoints as part of their advisory role, and treat that information with respect; and,
 - 4.18. When possible, make information requests in advance of Council Meetings so as to allow Administration time to research answers.
5. The Chief Administrative Officer will:
- 5.1. Abide by the Municipal Government Act, and other applicable legislation, as well as the Bylaws and Policies of the M.D of Greenview to the best of their abilities.

- 5.2. Conduct themselves as the chief policy advisor in an honest and ethical manner;
 - 5.3. Ensure that the Reeve and Councillors are accorded respect in all personal and public comments;
 - 5.4. Provide advice on all issues which is professionally sound, ethical, legal, and in accordance to the policies and resolutions of Council;
 - 5.5. Guide the actions of the organization so that they are in accordance with the policies and resolutions of Council;
 - 5.6. Act only on the will of Council as a whole as established by the resolutions, policies and bylaws of the Council of Municipal District of Greenview No. 16;
 - 5.7. Forward any complaints or concerns of Council to the appropriate department and individual, so that reasonable and prompt follow-up is assured;
 - 5.8. Ensure that Council is made aware of the full picture with regard to each issue, at least to the extent that the organization is aware of such information and ensure that Council has access to the reasonable decision options as well as my recommendation as your Chief Administrative Officer;
 - 5.9. Seek to ensure that Council is aware of any key issues as they arise and therefore mitigate the problems associated with surprises;
 - 5.10. Maintain a current understanding of the applicable legislation as well as relevant programs, policies, and initiatives, of the Provincial and Federal governments;
 - 5.11. Admit to any mistakes of substance made by myself or my staff and take corrective action;
 - 5.12. Listen carefully to the concerns of Council vis-a-vis performance and seek to improve any deficiencies on an ongoing basis;
 - 5.13. Ensure that all major issues are tracked in sufficient detail so as to advise Council of any progress, anticipated problems, or decision points, and;
6. In recognition that the relationship between Council and the CAO is paramount in the effective governance and operations of the M.D of Greenview, We as Council and the CAO, jointly agree to the following:
- 6.1. Hold a minimum of two (2) informal meetings between Council, the CAO and the Senior Leadership Team (SLT) to discuss the status of the organization and the Council/Administration relationship.
 - a. Council, the CAO and the SLT are permitted to discuss:
 - i. Overall health and future dynamics impacting the organization;
 - ii. General concerns regarding the organization;
 - iii. Current relationship between Council and Administration;
 - iv. General inquiries relating to the operation of departments; and,
 - v. Concerns related to policies and programs of the municipality.
 - b. Council, the CAO and the SLT shall refrain from discussing:
 - i. Personnel concerns
 - ii. Hiring and firing of staff;
 - iii. Individual staff performance; and,
 - iv. Formal matters more appropriate for discussion at Council Meetings.

It is understood that the informal meeting is to foster a positive relationship and not to conduct Council Business, give direction, or overstep the roles of the respective parties.

Signed this _____ day of _____, 20__.

Reeve

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Signed this _____ day of _____, 20__.

Chief Administrative Officer



REQUEST FOR DECISION

SUBJECT: **Census Plan**

SUBMISSION TO: REGULAR COUNCIL MEETING	REVIEWED AND APPROVED FOR SUBMISSION
MEETING DATE: March 26, 2018	CAO: MH MANAGER:
DEPARTMENT: CAO SERVICES	GM: PRESENTER: DL
STRATEGIC PLAN: Level of Service	

RELEVANT LEGISLATION:

Provincial (cite) – *Determination of Population Regulation.* Alberta Regulation 63/2001 with amendments up to and including Alberta Regulation 198/2017 under the *Municipal Government Act.*

Council Bylaw/Policy (cite) –N/A

RECOMMENDED ACTION:

MOTION: That Council accept the Census Plan Report for information as Presented.

BACKGROUND/PROPOSAL:

Council approved a census for 2018 with the 2018 Budget. The census will allow Greenview Council and Administration to have an up to date population count for all wards. The information presented is intended to allow Council to answer any ratepayer questions regarding the census. The census will be conducted in accordance with the Determination of Population Regulation. The Census will involve 3 questions:

1. The number of usual residents in the household
2. The ages of the usual residents in each household
3. The genders of each resident in each household

Information collected in the census will be collected and stored as required under FOIPP. Information will be used strictly to understand the demographics of Greenview as a whole, and individuals will not be identifiable by their answers. Greenview will be utilizing electronic software for the collection, storage and reporting of census data. The Census date will be April 30, 2018. The Door hangars will be distributed April 30 through May 6. Individuals will be able to fill out the census form on their own as soon as they receive the PIN provided on their specific door hangar. In order to allow residents to complete the census on their own, data collection will not begin until May 14. As of May 14, those that have not completed the census online will receive a visit from census enumerators to collect the information. In addition, for residents that do not have access to a computer, or need additional assistance, there is the option to fill out census information by phone through the census coordinator or census enumerators.

The following is a timeline for the census for Council Information:

Activity	Dates
Advertising for Census Enumerator Positions	March 26 through April 6
Census Date	April 30
Census Advertising Billboards	April 23- May 27
PIN Delivery	April 30- May 6
Door To Door Collection	May 14- June 17
Quality Assurance Checks	May 21- July 10
Report to Council	July 23
Report to Municipal Affairs	By August 31

BENEFITS OF THE RECOMMENDED ACTION:

1. Members of Council will be informed of the census process to answer ratepayer questions and concerns.

DISADVANTAGES OF THE RECOMMENDED ACTION:

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.

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.

There are no follow up actions to the recommended motion.

ATTACHMENT(S):



REQUEST FOR DECISION

SUBJECT: Fox Creek Area Synergy Group
SUBMISSION TO: REGULAR COUNCIL MEETING
MEETING DATE: March 26, 2018
DEPARTMENT: CAO SERVICES
STRATEGIC PLAN: Regional Cooperation

REVIEWED AND APPROVED FOR SUBMISSION
CAO: MH
GM:
MANAGER:
PRESENTER: DC

RELEVANT LEGISLATION:

Provincial (cite) – N/A

Council Bylaw/Policy (cite) – N/A

RECOMMENDED ACTION:

MOTION: That Council appoint one Council Member and one alternate to the Fox Creek area Synergy Group.

BACKGROUND/PROPOSAL:

Synergy Alberta is a non-profit organization that supports multi-stakeholder collaborative initiatives, referred to as Synergy Groups, throughout Alberta. Rick Anderson, Executive Director of Synergy Alberta provided a presentation to Council on December 11, 2017 recommending that a Synergy Group be established in the Fox Creek area. The group will foster information sharing and understanding regarding resource development and its impacts on local communities. Synergy Groups are community based and can include active participation from the community, industry, government departments and the Alberta Energy Regulator. Participation in the groups is voluntary and they do not replace consultation or regulatory bodies. Mutual understanding is promoted through education and respectful dialogue to assist at all stages of industrial development. There are currently 15 synergy groups active in Alberta.

A meeting was held on March 13, 2018 in Fox Creek to share the information that was provided to Greenview Council and discuss the potential formation of a local synergy group with Fox Creek area stakeholders. Meeting participants decided that it would be beneficial to proceed with establishing a Fox Creek area Synergy Group. The purpose of the group was detailed and participants began discussing the Synergy Group's structure. Greenview's Communications Officer attended the information meeting on behalf of our municipality.

Attendees from the following organizations and companies were at the information meeting:

- Synergy Alberta
- Town of Fox Creek
- Fox Creek Chamber of Commerce
- Alberta Energy Regulator (AER)
- Shell Canada

- XTO Energy Canada
- EnCana
- Chevron
- Repsol
- Alliance Trucking
- Murphy Oil
- Pembina
- TriCan

Typical meetings will involve a roundtable updating the group on activities of each of the organizations and a discussion regarding local opportunities and challenges. Presentations from subject matter experts are also possible depending on the needs of the group. Future discussion topics could include an update on Area Based Regulation from AER and a presentation from the University of Calgary or University of Alberta seismologists regarding induced seismicity. Discussions will be determined by the interests of the stakeholders involved.

Additional stakeholders who will be invited to be part of the Synergy Group will include Alberta Transportation, Alberta Agriculture and Forestry, Fox Creek School, Petroleum Services Association of Canada, CAPP, RCMP, Rural Crime Watch, Trappers Association, Fire and Emergency Services, and other local oil and gas operators in the Fox Creek area.

Synergy Alberta’s goal is that each local Synergy Group will be financially self-sustaining. Terms of Reference for the Fox Creek Area Synergy Group and a funding model will be developed at a future meeting. Costs of participating in the group will likely be minimal to cover meeting hosting expenses and facilitator costs where required. The expenses will be divided amongst participants. There are no other anticipated costs at this time.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of accepting the presentation is to confirm receipt of the Council update on Synergy Alberta.
2. By appointing a Councillor to be part of the Fox Creek area Synergy Group, Greenview will have representation and build relationships with industrial and municipal stakeholders.

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 appoint a member to attend the Synergy Group meetings.

FINANCIAL IMPLICATION:

Direct Costs: None

Ongoing / Future Costs: A Synergy Group funding model will be developed. Costs are expected to be minimal to cover meeting expenses. For example, member organizations may alternate costs of hosting the meetings and providing refreshments at a venue in Fox Creek.

STAFFING IMPLICATION:

Administration will provide one attendee for the Synergy Group meeting, typically the Economic Development Officer or Communications Officer will attend. If stakeholders from the Synergy Group have specific questions regarding other areas of Greenview, additional staff may be asked to attend and provide presentations on their areas of expertise (e.g. Road Construction and Maintenance, Planning & Development).

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation. The Synergy Group is a good opportunity to obtain informal feedback from stakeholders in the Fox Creek area. Council will not be bound by the feedback that is provided at this informal body. This type of meeting matches the “Consult” Level of IAP2.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

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

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Administration will advise Synergy Alberta of the name of the Councillor who has been appointed to the committee. The next meeting is scheduled on April 17, 2018 at 2:00 p.m. at a location to be determined in Fox Creek.

ATTACHMENT:

- N/A



MUNICIPAL DISTRICT OF GREENVIEW No. 16

COUNCIL MEMBERS BUSINESS REPORT

Reeve Dale Gervais		
DATE	BOARD/COMMITTEE	RELEVANT INFORMATION
3/13/2018	Municipal Planning Commission	
3/16/2018	Other	Round table meeting with Premier Notley.
3/19 – 3/21/2018	Conference	Rural Municipalities of Alberta (RMA) Spring Conference formerly known as the Alberta Association of Municipal Districts and Counties (AAMDC) Conference.
3/22/2018	Philip J Currie Dinosaur Museum	Philip J Currie Dinosaur Museum Board meeting.
3/24/2018	Event	Philip J Currie Dinosaur Museum Symposium/Gallery Display Opening.



MUNICIPAL DISTRICT OF GREENVIEW No. 16

COUNCIL MEMBERS BUSINESS REPORT

Deputy Reeve Tom Burton		
DATE	BOARD/COMMITTEE	RELEVANT INFORMATION
3/13/2018	Municipal Planning Commission	Reviewed the relevant planning submissions.
3/16/2018	East Smoky Recreation Board	General activities of the board.
3/17/2018	Rising Above Function	Attended the fundraiser for the organization, they provide shelters for men, women and the youth.
3/19 - 21/2018	RMA Spring Conference	Rural Municipalities of Alberta (RMA) Spring Conference formerly known as the Alberta Association of Municipal Districts and Counties (AAMDC) Conference.



MUNICIPAL DISTRICT OF GREENVIEW No. 16

COUNCIL MEMBERS BUSINESS REPORT

Councillor Roxie Rutt		
DATE	BOARD/COMMITTEE	RELEVANT INFORMATION
3/15/2018	Grande Spirit Foundation	
3/19/2018	Training	Elected Officials Education Program (EOEP) Course Regional Partnerships and Collaboration.
3/20/2018	Conference	Rural Municipalities of Alberta (RMA) Spring Conference formerly known as the Alberta Association of Municipal Districts and Counties (AAMDC) Conference.
3/21/2018	Conference	RMA Spring Conference.
3/22/2018	Other	Landry Heights Open House
3/24/2018	Peace Library System Board	
3/24/2018	Philip J Currie Dinosaur Museum	Open House
3/24/2018	Event	Stompede Fundraiser