REGULAR COUNCIL MEETING AGENDA

January 11, 2022 Administration Building
Valleyview, AB

#1	CALL TO ORDER		
#2	ADOPTION OF AGENDA		
#3	MINUTES	3.1 Regular Council Meeting Minutes held December 14, 2021.3.2 Business Arising from the Minutes	4
#4	PUBLIC HEARING	or Dustriess / wishing from the immutes	
π¬	I ODLIC HLAMING		
#5	DELEGATION		
#6	BYLAWS	6.1 Bylaw 21-890 Re-designate from Urban Reserve (UR-1) District to Grande Cache Single Detached Residential (R-1C) District	17
		6.2 Bylaw No. 21-891 Re-designate from Urban Reserve (UR-1) District to Manufactured Home Subdivision (R-MHS-V1) District, Single Detached Residential (R-1B) and Single Detached Residential (R-1A)	29
		6.3 Bylaw 21-893 Council Code of Conduct	44
		6.4 Bylaw 21-878 Grande Cache Cemetery	68
		6.5 Bylaw 22-901 Greenview Industrial Gateway Advisory Committee	89

#7 BUSINESS

		7.2 Lease Agreement Renewal for Clasik Hardware Inc.	113
		7.3 Eaton Falls Crescent – Appraisal and Sale of MD Owned Lots	170
		7.4 Ridgevalley Seniors Home Tax Cancellation Request	180
		7.5 Request to Waive the November 16th, 2021, Penalty on Tax Roll 4064000	192
		7.6 Bighorn Golden Age Club Grant Request	202
		7.7 Grande Cache Community Events Foundation Sponsorship	225
		7.8 Sweathouse Community Hall Reallocation Request	229
		7.9 Grande Cache Rockies Association Lease Waiver Request	232
		7.10 Grizzly Populations Letter	245
		7.11 Proposed Water Point in Nose Creek	253
		7.12 Capped Water Well – Muskeg Seepee	258
		7.13 Evergreens Foundation and Elders Lodge Report	270
		7.14 Greenview Industrial Gateway Land Purchase	297
		7.15 Canadian Hydrogen Convention	300
		7.16 Managers Report	308
#8	NOTICE OF MOTION		
#9	CLOSED SESSION	9.1 Disclosure Harmful to Intergovernmental Relations (Section 21, FOIP)	
#10	MEMBERS REPORTS/EXPENSE CLAIMS	 Ward 1 Ward 2 Ward 3 Ward 4 Ward 5 Ward 6 	337

7.1 Grande Cache Wastewater Screening Equipment

95

- Ward 7
- Ward 8
- Ward 9

#11 ADJOURNMENT

Minutes of a

REGULAR COUNCIL MEETING MUNICIPAL DISTRICT OF GREENVIEW NO. 16

Greenview Administration Building, Valleyview, Alberta on Tuesday, December 14, 2021

#1		
CALL TO ORDER		
PRESENT		

Reeve Tyler Olsen called the meeting to order at 9:00 am.

Reeve Tyler Olse	en
Deputy Reeve Bill Smit	ith
Councillor Winston Delorm	ne
Councillor Ryan Ratzla	aff
Councillor Sally Rosso	on
Councillor Dave Bern	rry
Councillor Dale Smit	ith
Councillor Tom Burto	on
Councillor Jennifer Sco	ott
Councillor Christine Schlie	ief
Councillor Duane Dido	ow

ATTENDING

Chief Administrative Officer

Director, Infrastructure and Planning

Director, Corporate Services

Director, Community Services

Communications and Marketing Manager

Recording Secretary

Stacey Wabick

Roger Autio

Ed Kaemingh

Michelle Honeyman

Stacey Sevilla

Wendy Holscher

ABSENT

#2 AGENDA

MOTION: 21.12.649 Moved by: COUNCILLOR SALLY ROSSON

That Council adopt the Agenda of the December 14, 2021, Regular Council Meeting as amended.

- Add Agenda Items 9.2 and 9.3
- Move Closed Session items to start of meeting.

For: Reeve Olsen, Deputy Reeve Smith, Councillor Delorme, Councillor Ratzlaff, Councillor Rosson, Councillor Berry, Councillor Smith, Councillor Burton, Councillor Scott, Councillor Schlief, Councillor Didow

CARRIED

#3 MINUTES

MOTION: 21.12.650 Moved by: COUNCILLOR RYAN RATZLAFF

That Council adopt the minutes of the October 26, 2021 Regular Meeting as

presented.

For: Reeve Olsen, Deputy Reeve Smith, Councillor Delorme, Councillor Ratzlaff, Councillor Rosson, Councillor Berry, Councillor Smith, Councillor

Burton, Councillor Scott, Councillor Schlief, Councillor Didow

CARRIED

3.2 BUSINESS ARISING FROM THE MINUTES

3.2 BUSINESS ARISING FROM MINUTES

#3.3 MINUTES

MOTION: 21.12.651 Moved by: COUNCILLOR TOM BURTON
That Council adopt the minutes of the November 9, 2021, Regular Meeting as amended.

- Formatting Errors

For: Reeve Olsen, Deputy Reeve Smith, Councillor Delorme, Councillor Ratzlaff, Councillor Rosson, Councillor Berry, Councillor Smith, Councillor Burton, Councillor Scott, Councillor Schlief, Councillor Didow

CARRIED

#3.4 BUSINESS ARISING FROM THE MINUTES

3.4 BUSINESS ARISING FROM MINUTES

- 7.4 Residential access request cost estimates

CLOSED SESSION

MOTION: 21.12.652 Moved by: COUNCILLOR TOM BURTON
That the meeting go to Closed Session, at 9:06 a.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 Act, Revised Statutes of Alberta 2000, Chapter F-25 and
amendments thereto, to discuss Privileged Information with regards to the
Closed Session.

For: Reeve Olsen, Deputy Reeve Smith, Councillor Delorme, Councillor Ratzlaff, Councillor Rosson, Councillor Berry, Councillor Smith, Councillor Burton, Councillor Scott, Councillor Schlief, Councillor Didow

CARRIED

9.2 DISCLOSURE HARMFUL TO BUSINESS INTERESTS OF A THIRD PARTY

9.3 PRIVILIGED INFORMATION

9.1 DISCLOSURE HARMFUL TO PERSONAL PRIVACY

OPEN SESSION

MOTION: 21.12.653 Moved by: COUNCILLOR DALE SMITH That, in compliance with Section 197(2) of the Municipal Government Act, this meeting come into Open Session at 9:41

For: Reeve Olsen, Deputy Reeve Smith, Councillor Delorme, Councillor Ratzlaff, Councillor Rosson, Councillor Berry, Councillor Smith, Councillor Burton, Councillor Scott, Councillor Schlief, Councillor Didow

CARRIED

MOTION: 21.12.654 Moved by: COUNCILLOR TOM BURTON
That Council award McDaniels and Associates a contract in the amount of \$224,000.00 for further carbon sequestration engineering and technical support for the Greenview Industrial Gateway, with funds to come from the Greenview Industrial Gateway budget.

For: Reeve Olsen, Councillor Delorme, Councillor Ratzlaff, Councillor Rosson, Councillor Berry, Councillor Smith, Councillor Burton, Councillor Scott, Councillor Schlief, Councillor Didow

Against: Deputy Reeve Smith

CARRIED

MOTION: 21.12.655 Moved by: COUNCILLOR SALLY ROSSON
That Council direct Administration to offer the lease of the Greenview
Veterinary Clinic to Poz and Hooves Animal Care Ltd for a 3-year term set out as follows:

- \$3000.00 per month building lease and \$500.00 per month equipment lease from January 1, 222, to December 31, 2022.
- \$3250.00 per month building lease and \$500.00 per month equipment lease from January 1, 2023, to December 31, 2023
- \$3500.00 per month building lease and \$500.00 per month equipment lease from January 1, 2024, to December 31, 2024

For: Reeve Olsen, Deputy Reeve Smith, Councillor Delorme, Councillor Ratzlaff, Councillor Rosson, Councillor Berry, Councillor Smith, Councillor Burton, Councillor Scott, Councillor Schlief, Councillor Didow

CARRIED

#4 PUBLIC HEARING 4.0 PUBLIC HEARING

There were no Public Hearings presented.

#5 DELEGATIONS 5.0 DELEGATIONS

#6 BYLAWS

6.0 BYLAWS

6.1 BYLAW 21-897 BORROWING BYLAW 2022

BORROWING BYLAW

MOTION: 21.12.656 Moved by: COUNCILLOR DUANE DIDOW
That Council give third reading to Bylaw 21-897 "Borrowing 2022"
For: Reeve Olsen, Deputy Reeve Smith, Councillor Delorme, Councillor Ratzlaff, Councillor Rosson, Councillor Berry, Councillor Smith, Councillor Burton, Councillor Scott, Councillor Schlief, Councillor Didow

CARRIED

7.0 NEW BUSINESS

7.1 2022 CHRISTMAS STATUTORY HOLIDAYS AND OFFICE CLOSURES

2022 CHRISTMAS STAT HOLIDAY

MOTION: 21.12.657 Moved by: COUNCILLOR JENNIFER SCOTT That Council approve Tuesday, December 27, 2022, as a day off in lieu of Christmas Day, Wednesday, December 28, 2022, as the floating holiday, and Friday, December 30, 2022, as a day off in lieu of New Year's Day with all Greenview offices being closed.

For: Reeve Olsen, Deputy Reeve Smith, Councillor Delorme, Councillor Ratzlaff, Councillor Rosson, Councillor Berry, Councillor Smith, Councillor Burton, Councillor Scott, Councillor Schlief, Councillor Didow

CARRIED

2022 CHRISTMAS OFFICE CLOSURE

MOTION: 21.12.658 Moved by: COUNCILLOR CHRISTINE SCHLIEF That Council approve closing all Greenview offices to the public on Thursday, December 29, 2022.

For: Reeve Olsen, Deputy Reeve Smith, Councillor Delorme, Councillor Ratzlaff, Councillor Rosson, Councillor Berry, Councillor Smith, Councillor Burton, Councillor Scott, Councillor Schlief, Councillor Didow

CARRIED

Reeve Olsen recesses the meeting at 9:56 a.m. Reeve Olsen reconvenes the meeting at 10:02 a.m.

7.2 2022 MARKET C.O.L.A ADJUSTMENTS

C.O.L.A ADJUSTMENTS

MOTION: 21.12.659 Moved by: COUNCILLOR WINSTON DELORME That Council approve a 2.0% Market Cost Of Living Adjustment for Council and staff, effective January 1, 2022.

For: Reeve Olsen, Deputy Reeve Smith, Councillor Delorme, Councillor Ratzlaff, Councillor Berry, Councillor Smith, Councillor Burton, Councillor Scott, Councillor Schlief, Councillor Didow

Against: Councillor Rosson

CARRIED

FINANCIAL REVIEWER

7.3 MD OF GREENVIEW LIBRARY BOARD FINANCIAL REVIEW

MOTION: 21.12.660 Moved by: COUNCILLOR DUANE DIDOW

That Council authorize the MD of Greenview Library board to appoint Donna Toews as the Financial Reviewer for the MD of Greenview Library board. For: Reeve Olsen, Deputy Reeve Smith, Councillor Delorme, Councillor Ratzlaff, Councillor Rosson, Councillor Berry, Councillor Smith, Councillor

Burton, Councillor Scott, Councillor Schlief, Councillor Didow

CARRIED

7.4 SMOKY RIVER RURAL INTERMUNICIPAL DEVELOPMENT PLAN COMMITTEE

SMOKY RIVER ICF

MOTION: 21.12.661 Moved by: COUNCILLOR DALE SMITH That Council appoint Councillor Dale Smith and Councillor Sally Rosson to the Smoky River Rural Intermunicipal Development Plan Committee.

For: Reeve Olsen, Deputy Reeve Smith, Councillor Delorme, Councillor Ratzlaff, Councillor Rosson, Councillor Berry, Councillor Smith, Councillor

Burton, Councillor Scott, Councillor Schlief, Councillor Didow

CARRIED

7.5 MOUNTAIN METIS NATION ASSOCIATION'S INTENT TO PURCHASE LAND IN TOWER PARK ESTATES

INDIGENOUS INTERPRETIVE **CENTRE**

MOTION: 21.12.662 Moved by: COUNCILLOR SALLY ROSSON That Council lift motion 21.10.516 "That Council take no action on the request from Mountain Metis Nation Association with the intent to purchase approximately 8,423m² of land from the MD of Greenview in the Hamlet of Grande Cache with legal land description of Plan 6285 NY, Lot A for the purpose of an Indigenous Interpretive Centre."

For: Reeve Olsen, Deputy Reeve Smith, Councillor Delorme, Councillor Ratzlaff, Councillor Rosson, Councillor Berry, Councillor Smith, Councillor

Burton, Councillor Scott, Councillor Schlief, Councillor Didow

CARRIED

INDIGENOUS INTERPRETIVE **CENTRE**

MOTION: 21.10.516 Moved by: COUNCILLOR SALLY ROSSON That Council take no action on the request from Mountain Metis Nation Association with the intent to purchase approximately 8,423m² of land from the MD of Greenview in the Hamlet of Grande Cache with legal land description of Plan 6285 NY, Lot A for the purpose of an Indigenous Interpretive Centre.

INDIGENOUS INTERPRETIVE CENTRE

MOTION: 21.12.663 Moved by: COUNCILLOR TOM BURTON

That Council table motion 21.10.516 "That Council take no action on the request from Mountain Metis Nation Association with the intent to purchase approximately 8,423m² of land from the MD of Greenview in the Hamlet of Grande Cache with legal land description of Plan 6285 NY, Lot A for the purpose of an Indigenous Interpretive Centre." until later in the meeting. For: Reeve Olsen, Deputy Reeve Smith, Councillor Delorme, Councillor Ratzlaff, Councillor Rosson, Councillor Berry, Councillor Smith, Councillor Burton, Councillor Scott, Councillor Schlief, Councillor Didow

CARRIED

7.6 MANAGERS REPORTS

MANAGERS REPORTS

MOTION: 21.12.664 Moved by: DEPUTY REEVE BILL SMITH

That Council accept the Managers Reports for information, as presented.

CARRIED

INDIGENOUS INTERPRETIVE CENTRE

MOTION: 21.12.665 Moved by: COUNCILLOR TOM BURTON

That Council lift tabled motion 21.10.516 "That Council take no action on the request from Mountain Metis Nation Association with the intent to purchase approximately 8,423m² of land from the MD of Greenview in the Hamlet of Grande Cache with legal land description of Plan 6285 NY, Lot A for the purpose of an Indigenous Interpretive Centre."

For: Reeve Olsen, Deputy Reeve Smith, Councillor Delorme, Councillor Ratzlaff, Councillor Rosson, Councillor Berry, Councillor Smith, Councillor Burton, Councillor Scott, Councillor Schlief, Councillor Didow

CARRIED

INDIGENOUS INTERPRETIVE CENTRE MOTION: 21.10.516 Moved by: COUNCILLOR SALLY ROSSON

That Council take no action on the request from Mountain Metis Nation Association with the intent to purchase approximately 8,423m² of land from the MD of Greenview in the Hamlet of Grande Cache with legal land description of Plan 6285 NY, Lot A for the purpose of an Indigenous Interpretive Centre.

For: Reeve Olsen, Deputy Reeve Smith, Councillor Delorme, Councillor Ratzlaff, Councillor Rosson, Councillor Berry, Councillor Smith, Councillor Burton, Councillor Scott, Councillor Schlief, Councillor Didow

CARRIED

7.7 2022 CAPITAL AND INTERIM OPERATING BUDGETS AND 3 YEAR OPERATING PLAN

OPERATING BUDGET

MOTION: 21.12.666 Moved by: COUNCILLOR TOM BURTON

That Council passes the 2022 Interim Operating Budget as presented showing

Revenue of \$139,709,941 and Expenses of \$156,363,992.

For: Reeve Olsen, Deputy Reeve Smith, Councillor Delorme, Councillor Ratzlaff, Councillor Rosson, Councillor Berry, Councillor Smith, Councillor

Burton, Councillor Scott, Councillor Schlief, Councillor Didow

CARRIED

Reeve Olsen recessed the meeting at 12:07 p.m. Reeve Olsen reconvened the meeting at 12:46 p.m.

CAPITAL BUDGET

MOTION: 21.12.667 Moved by: COUNCILLOR TOM BURTON

That Council passes the 2022-2026 Interim Capital Budget as presented showing Expenditures in 2022 of \$67,603,526. with the full amount for 2022

to be funded from the Restricted Surplus.

For: Reeve Olsen, Deputy Reeve Smith, Councillor Delorme, Councillor Ratzlaff, Councillor Rosson, Councillor Berry, Councillor Smith, Councillor

Burton, Councillor Scott, Councillor Schlief, Councillor Didow

CARRIED

3 YEAR OPERATING PLAN

MOTION: 21.12.668 Moved by: COUNCILLOR DALE SMITH That the 3-year operating plan is approved as presented.

For: Reeve Olsen, Deputy Reeve Smith, Councillor Delorme, Councillor Ratzlaff, Councillor Rosson, Councillor Berry, Councillor Smith, Councillor

Burton, Councillor Scott, Councillor Schlief, Councillor Didow

CARRIED

2022 OPERATING BUDGET REDUCTION

MOTION: 21.12.669 Moved by: COUNCILLOR DALE SMITH

That Council direct Administration to reduce the 2022 Interim Operating

Budget expenses by 2%.

For: Deputy Reeve Smith, Councillor Smith, Councillor Rosson

Against: Reeve Olsen, Councillor Delorme, Councillor Ratzlaff, Councillor Berry, Councillor Burton, Councillor Scott, Councillor Schlief, Councillor Didow

DEFEATED

#8 NOTICE OF MOTION

8.0 NOTICE OF MOTION

Councillor Rosson put forth a notice of motion That Council direct Administration to provide a report regarding the drainage work completed on the undeveloped road allowance and the expected benefits for the drainage ditch east of NE-12-70-22 W5M

Councillor Didow put forth a Notice of Motion that Council direct Administration to investigate the potential costs of operating the existing Grande Cache medical clinic for a short term, and provide a report for the January 11, 2022 Council Meeting.

Councillor Delorme put forth a notice of motion that council direct administration to provide a detailed report regarding the funding of an Elders Lodge located by Victor Lake Coop at the January 11, 2022 Council Meeting.

#10 MEMBER REPORTS AND EXPENSE CLAIMS WARD 1

10.0 MEMBERS BUSINESS

COUNILLOR WINSTON DELORME updated Council on recent activities, which include;

- November 9, Regular Council Meeting
- Greenview Industrial Gateway Committee Meeting
- Greenview Industrial Gateway Stakeholder event
- Strategic Planning Session
- Gord McIntosh Council Orientation
- November 16, Committee of the Whole
- Muni 101 (1st day)
- Budget Review
- Evergreen Foundation AGM and Organizational Meeting

WARD 2

COUNCILLOR RYAN RATZLAFF updated Council on recent activities, which include;

- November 9, Regular Council Meeting
- Greenview Industrial Gateway Stakeholder Event
- Little Smoky Community Hall Meeting
- Remembrance Day Ceremony Fox Creek
- Gord McIntosh Council Orientation
- November 16, Committee of the Whole
- Whitecourt Forest Advisory Committee
- Art Gallery of Grande Prairie Tour
- Strategic Planning
- EOIP Training in Edmonton
- RMA Fall Conference
- Strategic Planning Discussions

- Budget Presentations
- New Laptop Training Session
- GRWC Organizational Meeting
- Little Smoky Community Hall Meeting
- Fox Creek Community Education Commission

WARD 3 COUNCILLOR SALLY ROSSON updated Council on recent activities, which include:

- November 9, Regular Council Meeting
- Greenview Industrial Gateway Committee Meeting
- Greenview Industrial Gateway Stakeholder Event
- Gord McIntosh Council Orientation
- RMA Fall Conference
- Community Education Committee Meeting
- Strategic Planning
- Budget Review
- FCSSAA Conference
- Greenview Regional Multiplex Advisory Board Meeting
- Valleyview Medical Clinic Meeting
- Greenview Regional Waste Management Commission Organizational Meeting
- Little Smoky Skill Hill Meeting
- Planning 101 Training
- Dec 14 Regular Council Meeting
- Valleyview Recreation Board Meeting

WARD 4 COUNCILLOR DAVE BERRY updated Council on recent activities, which include;

- Nov. 9 Regular Council Meeting
- Greenview Industrial Gateway Committee Meeting
- Greenview Industrial Gateway Stakeholder event
- Gord McIntosh Council Orientation
- November 16, Committee of the Whole
- Strategic Planning Session
- RMA Fall Conference
- Muni 101 Training
- Budget Review
- Golden Triangle Consortium Meeting
- Municipal Planning Commission Training Zoom Meeting
- Ag. Services Board Meeting

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

- November 9, Regular Council Meeting
- Greenview Industrial Gateway Committee Meeting
- Greenview Industrial Gateway Stakeholder event
- Gord McIntosh Council Orientation
- November 16, Committee of the Whole
- Little Smoky Ski Hill Board Meeting
- Strategic Planning
- RMA Fall Conference
- Strategic Planning Review
- Interim Budget Review
- Heart River Housing Authority
- Valleyview Medical Clinic Meeting
- Little Smoky Ski Hill Meeting

WARD 6 COUNCILLOR TOM BURTON updated Council on recent activities, which include;

- Greenview Industrial Gateway Stakeholder Event
- Council Orientation with Gord McIntosh
- MD of Greenview Library Board Meeting
- East Smoky Recreation Board Meeting
- November 16, Committee of the Whole
- Greenview Strat Planning
- RMA Fall Conference
- Peace Library Systems Meeting
- Greenview Budget Review
- Grande Spirit Foundation Board Orientation
- Greenview Appreciation Event
- Planning 101 Educational Session
- MD of Greenview Library Board Meeting

WARD 7 COUNCILLOR JENNIFER SCOTT updated Council on recent activities, which include:

- November 9, Regular Council Meeting
- Greenview Industrial Gateway Committee Meeting
- Greenview Industrial Gateway Stakeholder Event
- November 16, Committee of the Whole
- Strategic Planning
- PACE Meeting
- Muni 101 Training
- RMA Fall Conference
- Budget Review

- Greenview Multiplex Board Meeting
- Planning 101 Educational Session
- Crooked Creek Rec Club Meeting

WARD 8 COUNCILLOR BILL SMITH updated Council on recent activities, which include;

- Greenview Industrial Gateway Stakeholder Event
- Gord McIntosh Council Orientation
- Community Futures Board Meeting
- Strategic Planning
- Muni 101 Training
- RMA Fall Conference
- ASB Meeting
- Budget Review
- Staff Christmas Party
- Community Futures Strategic Planning
- Grazing Summit Meeting with the Deputy Minister
- South Wapiti Rec. Board Meeting

WARD 8 COUNCILLOR CHRISTINE SCHLIEF updated Council on recent activities, which include:

- Greenview Industrial Gateway Stakeholder Event
- Gord McIntosh Council Orientation
- November 16, Committee of the Whole
- Strategic Planning
- South Peace Archives Meeting
- Budget Review
- Grande Prairie Regional Recreation Meeting
- Planning 101 Zoom Meeting

WARD 9 COUNCILLOR DUANE DIDOW updated Council on recent activities, which include:

- Greenview Industrial Gateway Committee Meeting
- Greenview Industrial Gateway Stakeholder Event
- November 9, Regular Council Meeting
- Gord McIntosh Council Orientation
- November 16, Committee of the Whole
- FCSS Regular Board Meeting
- Strategic Planning
- FCSSAA Board Meeting
- FCSSAA Virtual Conference
- MUNI 101
- RMA Fall Conference
- Community Futures West Yellowhead Board Meeting and Xmas Party
- FCSSAA AGM
- Greenview Staff Christmas Party

- GC Trails Network Meeting
- Dec. 14 Regular Council Meeting
- Phone meetings with AHS regarding GC Doctors

WARD 9 COUNCILLOR TYLER OLSEN updated Council on recent activities, which include;

- November 9, Regular Council Meeting
- Greenview Industrial Gateway Stakeholder Event
- Gord McIntosh Council Orientation
- MD of Greenview Library Board Meeting
- November 16, Committee of the Whole
- Strat Planning Sessions
- Muni 101 Training
- RMA Fall Conference
- Budget review
- Video for Hospital opening
- Rocky the Ram light up
- Community Futures West Yellowhead Meeting
- MD Staff Party
- Mayor Clayton Meeting
- ICF Meeting (Smoky River and Big Lakes)
- Wayne Drysdale Meeting
- River of Death and Discovery Dino Museum Meeting
- MD of Greenview Library Board Meeting

MEMBERS BUSINESS

MOTION: 21.12.670 Moved by: COUNCILLOR DALE SMITH That Council accept the Members Business Reports for information as presented.

For: Reeve Olsen, Deputy Reeve Smith, Councillor Delorme, Councillor Ratzlaff, Councillor Rosson, Councillor Berry, Councillor Smith, Councillor Burton, Councillor Scott, Councillor Schlief, Councillor Didow

CARRIED

MOTION: 21.12.671 Moved by: COUNCILLOR DALE SMITH
That Council direct Administration to submit two letters to Minister of
Environment and Parks, one regarding the delay in renewals of leases, and

one regarding private land sales.

For: Reeve Olsen, Deputy Reeve Smith, Councillor Delorme, Councillor Ratzlaff, Councillor Rosson, Councillor Berry, Councillor Smith, Councillor Burton, Councillor Scott, Councillor Schlief, Councillor Didow

CARRIED

#11	
ADIQUENMENT	٢

11.0 ADJOURNMENT

MOTION: 21.12.672 Moved by: DEPUTY REEVE BILL SMITH That Council adjourn this Regular Council Meeting at 2:48 p.m.

For: Reeve Olsen, Deputy Reeve Smith, Councillor Delorme, Councillor Ratzlaff, Councillor Rosson, Councillor Berry, Councillor Smith, Councillor

Burton, Councillor Scott, Councillor Schlief, Councillor Didow

CARRIED

CHIEF ADMINISTRATIVE OFFICER	CHAIR	



REQUEST FOR DECISION

SUBJECT: Bylaw No. 21-890 Re-designate from Urban Reserve (UR-1) District to Grande Cache

Single Detached Residential (R-1C) District

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION MEETING DATE: January 11, 2022 CAO: SW MANAGER: JS DEPARTMENT: PLANNING & DEVELOPMENT GM: RA PRESENTER: JS

STRATEGIC PLAN: Development LEG: SS

RELEVANT LEGISLATION:

Provincial (cite) – Municipal Government Act, RSA 2000

Council Bylaw/Policy (cite) – Municipal Development Plan No. 15-742, Land Use Bylaw No. 18-800 and Grande Cache Land Use Bylaw 799

RECOMMENDED ACTION:

MOTION: That Council give Third Reading to Bylaw No. 21-890 to re-designate Lots 26W, Block 29, Plan 772 2953, and Lot 123W, Block 26, Plan 772 2953 from Urban Reserve (UR-1) District to Grande Cache Single Detached Residential (R-1C) District within the Hamlet of Grande Cache.

BACKGROUND/PROPOSAL:

After receiving first reading on August 24, 2021, the Public Hearing held on September 28, 2021, and second reading on October 26, 2021, Land Use Amendment Application No. A21-005 submitted by MD of Greenview No. 16, is before Council for third reading. The application is to redesignate Lots 26W, Block 29, Plan 772 2953 (Lot 26W) and Lot 123W, Block 26, Plan 772 2953 (Lot 123W) from Urban Reserve (UR-1) District to Grande Cache Single Detached Residential (R-1C) District within the Hamlet of Grande Cache, Ward 9.

The re-designation would allow for both encroaching landowners to purchase and consolidate Lot 26W with Lot 27, Block 29, Plan 772 2953, and Lot 123W with Lot 124, Block 26, Plan 772 2943, bringing both lots into compliance with Grande Cache Land Use Bylaw 799. Both landowners have indicated that they wish to purchase the UR-1 lots.

Due to complaints received from landowners regarding development that appeared to be encroaching onto public property a survey was completed. Encroachments were confirmed through the survey dated September 24, 2018. On May 25, 2021, options were presented to Council and motion 21.05.275 was made to solve the encroachment issues.

On August 30, 2021, referral letters and adjacent landowner letters were sent, and no concerns or comments were received to date.

3.03.12

On September 28, 2021, at the public hearing Council had concerns over the area being rezoned. The areas being rezoned are UR-1 as shown on the map in crosshatched on the map, this area once sold to the adjacent landowner will be consolidated with the lot.

On October 26, 2021, at the regular council meeting there were concerns over which planning document was being amended. Administration has attached Bylaw 799 for Council's perusal, please see Schedule 'C'.

Administration has reviewed the land use amendment application and it meets the fundamental land use criteria set out within the Grande Cache Single Detached Residential (R-1C) District, the Municipal Government Act, and the Municipal Development Plan. Administration is recommending that Council give Third Reading to Bylaw No. 21-890.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is that re-designation would bring development on the respective landowner's lot into compliance.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. The disadvantage of Council accepting the recommended motion is that the lands are no longer available for use for the original intended purpose of a public walkway.

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to table Bylaw No. 21-890 for further discussion or information.

Alternative #2: Council has the alternative to deny the request completely and not allow the rezoning, however Administration does not recommend this action as Council has directed Administration to work with the ratepayer. (MOTION: 21.05.275)

FINANCIAL IMPLICATION:

There are no financial implications to the recommended motion.

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

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

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Administration will notify the landowner of the decision of Council.

ATTACHMENT(S):

- Motion 21.05.275 Leonard Street Encroachments
- Schedule 'A' Bylaw No. 21-890
- Schedule 'B' Proposed Land Use Amendment Maps



REQUEST FOR DECISION

SUBJECT: Leonard Street Encroachments

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION

MEETING DATE: May 25, 2021 DCAO SW MANAGER:
DEPARTMENT: PLANNING & DEVELOPMENT GM: RA PRESENTER: PL

STRATEGIC PLAN: Development LEG: DL

RELEVANT LEGISLATION:

Provincial (cite) - N/A

Council Bylaw/Policy (cite) – Grande Cache Land Use Bylaw No. 799

RECOMMENDED ACTION:

MOTION: That Council direct Administration to pursue option A council direct Administr

BACKGROUND/PROPOSAL:

Complaints have been received from landowners regarding developments that appeared to be encroaching onto public property. Encroachments were confirmed through a survey of the properties. The legal descriptions for the affected residential properties as shown on the Real Property Report (RPR), dated September 24, 2018 are as follows:

- 1. Plan 772 2953; Block 26; Lot 122
- 2. Plan 772 2953; Block 26; Lot 124
- 3. Plan 772 2953; Block 29; Lot 25
- 4. Plan 772 2953; Block 29; Lot 27
- 5. Plan 772 2953; Block 29; tot 37
- 6. Plan 772 2953; Block 29; Lot 39

The legal descriptions for the affected public properties are as follows:

- 1. Plan 772 2953; Block 29; Lot 38W
- 2. Plan 772 2953; Block 29; Lot 26W
- 3. Plan 772 2953; Block 26 Lot 123W

The size of the public walkway is approximately 3.05m x 36.52m or 111.37m² (10 ft. x 119.8 ft. or 1198 ft²).

The design feature of this subdivision is to have a series of public walkways to connect homes, greenspaces, and schools. These walkways are identified on the registered subdivision. The RPR was completed on September 24, 2018 and the survey revealed the following:

Plan 772 2953; Block 29; Lot 27 encroaches onto public walkway Lot 26W by a fence that completely blocks public access to the walkway. As well, the garage (see attachments 4 & 5) doesn't meet the required side yard setback of 1.2m (4.0 ft.) and the asphalt driveway encroaches onto the entire public walkway. However, this is considered a legally non-conforming building.

1 01 22

- Plan 772 2953; Block 26; Lot 124 encroaches onto public walkway Lot 123W by a fence that completely blocks the public access to the walkway. There is a development permit for the fence and a compliance certificate for the property, both dated 1998-06-04 (see attachments 6 & 7).
- Plan 7722953; Block 29; Lots 37 & 39 are compliant.

The property owners have been encroaching onto the public walkways for many years and have developed the public walkways as part of their property. Administration began enforcement actions by sending letters in September 2019, notifying landowners of encroachments.

Administration is looking for Council direction on the next steps for enforcement. Letters will be sent once more to inform landowners of encroachments and request that they remove the developments. Should they refuse, it is recommended that option a or b be pursued. They are:

- a) Lots 26W and 123W be closed and sold to the encroaching landowners; or
- b) that the encroachments be remedied by Greenview and charged back to the encroaching landowners.

Though both options solve the issue, the first may be seen as a less confrontational approach and allow landowners to keep their properties as they are. This issue, however, is that it requires the landowners to purchase the properties, and this is not something we can force them to do. Should they refuse to purchase the properties and fail to remove their developments, the only remedy remaining is to use the second option. This is within our power to enforce and complete, allowing administration to close the enforcement files.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is that Administration will be able to continue working towards resolving encroachments matters in Grande Cache.

DISADVANTAGES OF THE RECOMMENDED ACTION:

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

ALTERNATIVES CONSIDER (D)

Alternative #1: Council **has** the alternative to require the landowner to purchase and consolidate the parcel with the existing residential lot.

Alternative #2: Council has the alternative to issue a stop order to require the removal of all development on the Municipal Reserve.

FINANCIAL IMPLICATION:

Direct Costs:

Survey and legal fees for subdivision and sale of property.

Ongoing / Future Costs:

Costs associated with any enforcement measures required.

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

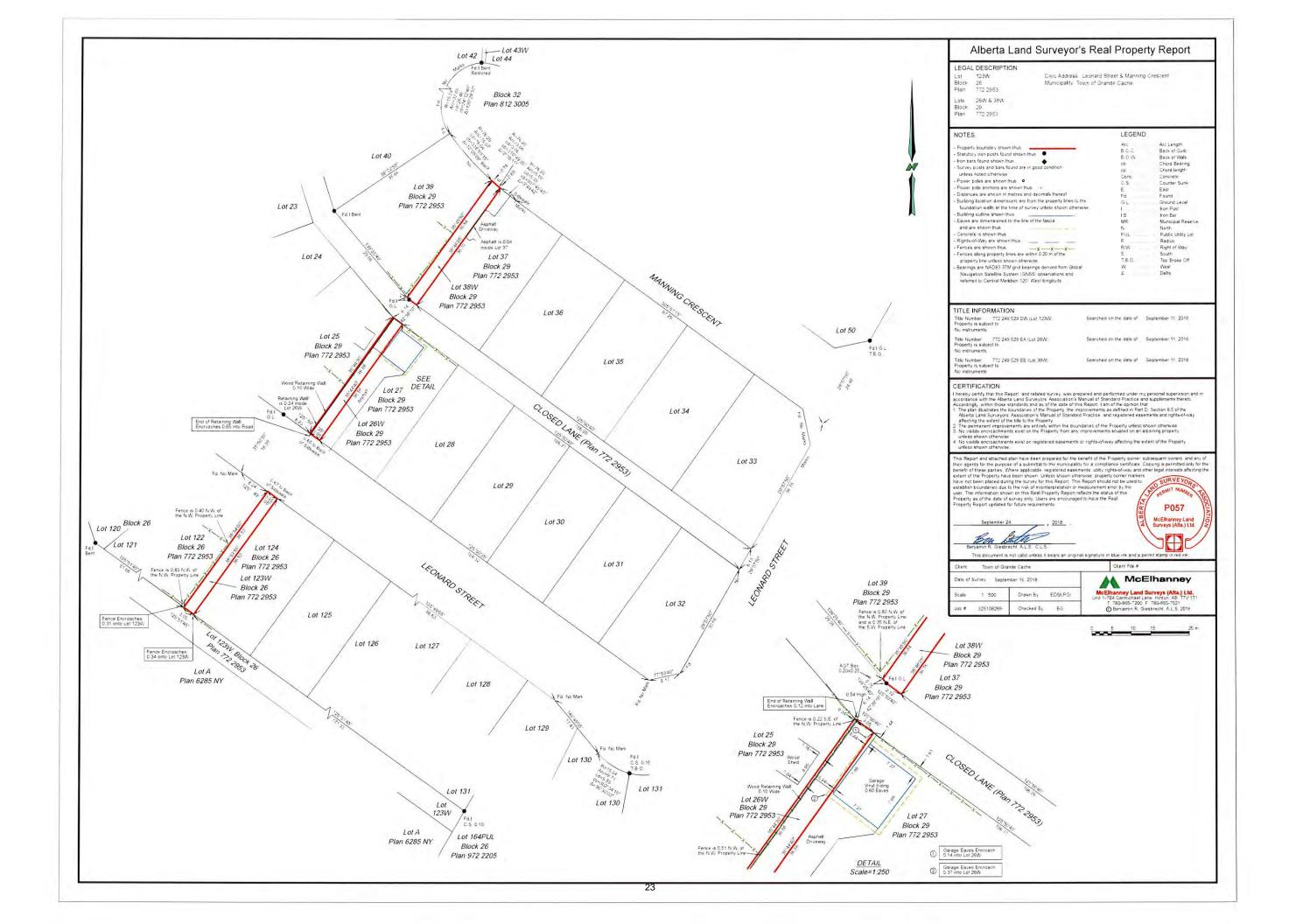
Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Letters will be sent to affected landowners to inform them of the next steps.

ATTACHMENT(S):

Real Property Report of Leonard Street Encroachments





BYLAW NO. 21-890 of the Municipal District of Greenview No. 16

A Bylaw of the Municipal District of Greenview No. 16, in the Province of Alberta, to amend Bylaw No. 799, being the Land Use Bylaw for the Hamlet of Grande Cache within Municipal District of Greenview No. 16

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

1. That the Land Use District Map in the Land Use Bylaw, being Bylaw No. 799, be amended to reclassify the following area:

Lot 26W, Block 29, Plan 772 2953 and Lot 123W, Block 26, Plan 772 2953

	CHIEF ADMINISTRATIVE OFFICER			
	REEVE			
Read a third time and passed this day of, A.D., 2021.				
Read a second time this 26th day of October, A.D., 2021.				
Dood a cocond time this 26th day of October A.D. 2021				
Read a first time this 24th day of August, A.D., 2021.				
This Bylaw shall come into force and effect upon the day of final passing.				

SCHEDULE "A"

To Bylaw No. 21-890

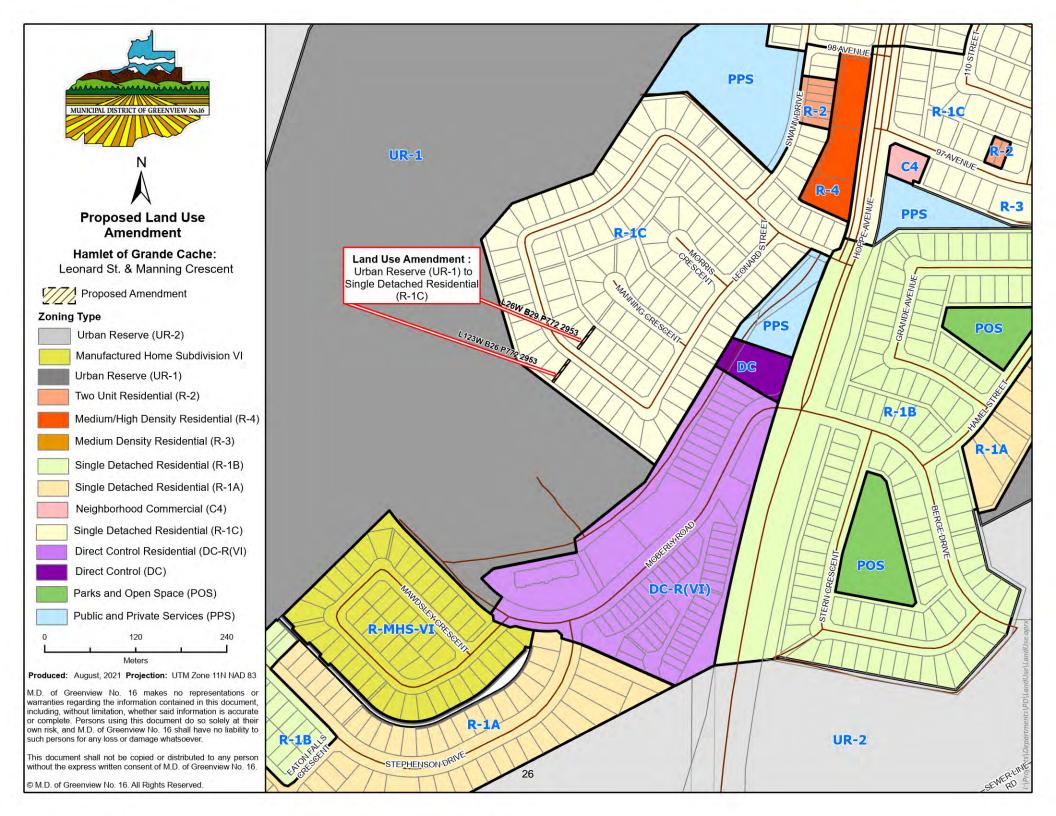
MUNICIPAL DISTRICT OF GREENVIEW NO. 16

Lot 26W, Block 29, Plan 772 2953 and Lot 123W, Block 26, Plan 772 2953

Is reclassified from Urban Reserve (UR-1) District to Single Detached Residential (R1C) District as identified below:



2 Bylaw







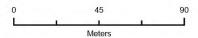
Proposed Land Use Amendment

Hamlet of Grande Cache:

Leonard St. & Manning Crescent

Proposed Amendment

30cm Imagery, 2016



Produced: August, 2021 Projection: UTM Zone 11N NAD 83

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Proposed Land Use Amendment

Hamlet of Grande Cache:

Leonard St. & Manning Crescent

Proposed Amendment

Zoning Type

Single Detached Residential (R-1C)

Direct Control Residential (DC-R(VI)

Direct Control (DC)

Public and Private Services (PPS)

Urban Reserve (UR-1)

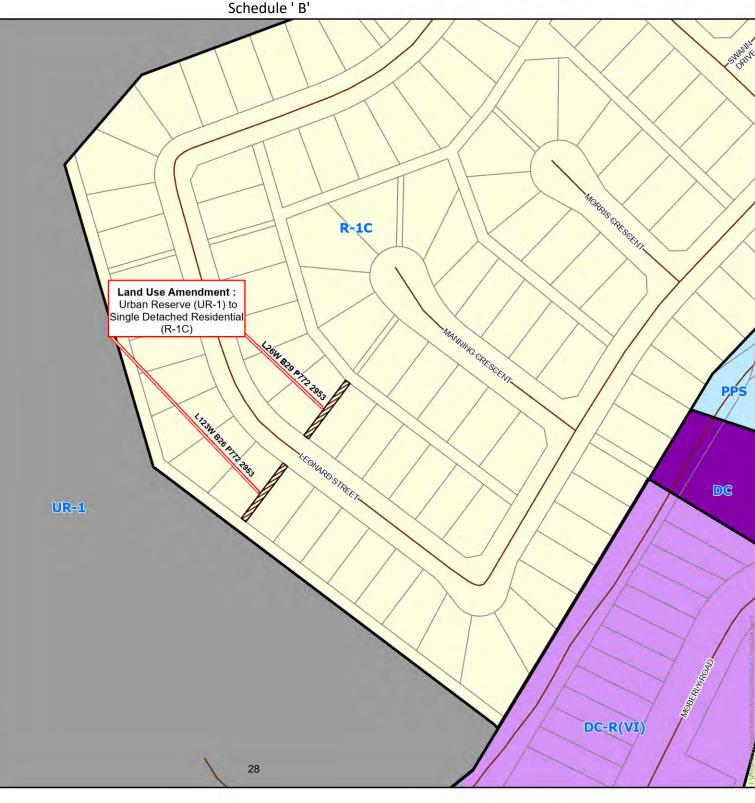


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REQUEST FOR DECISION

SUBJECT: Bylaw No. 21-891 Re-designate from Urban Reserve (UR-1) District to

Manufactured Home Subdivision (R-MHS-V1) District, Single Detached Residential

(R-1B) and Single Detached Residential (R-1A)

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION

MEETING DATE: December 14, 2021 CAO: SW MANAGER: JS DEPARTMENT: PLANNING & DEVELOPMENT GM: RA PRESENTER: JS

STRATEGIC PLAN: Development LEG:

RELEVANT LEGISLATION:

Provincial (cite) – Municipal Government Act, RSA 2000

Council Bylaw/Policy (cite) – Municipal Development Plan No. 15-742, Land Use Bylaw No. 18-800, and Grande Cache Land Use Bylaw 799

RECOMMENDED ACTION:

MOTION: That Council give Third Reading to Bylaw No. 21-891 to re-designate the lands described in Schedule 'A' hereto within from Urban Reserve (UR-1) District to Manufactured Home Subdivision (R-MHS-V1) District, Single Detached Residential (R-1B) and Single Detached Residential (R-1A) within the Hamlet of Grande Cache.

BACKGROUND/PROPOSAL:

After receiving first reading on August 24, 2021, the Public Hearing held on September 28, 2021, and Second Reading on October 26, 2021, Land Use Amendment Application No. A21-006 submitted by MD of Greenview No. 16, is before Council for Third reading. The application is to redesignate the lands described in Schedule 'A' hereto within from Urban Reserve (UR-1) District to Manufactured Home Subdivision (R-MHS-V1) District, Single Detached Residential (R-1B) and Single Detached Residential (R-1A) within the Hamlet of Grande Cache, Ward 9.

The re-designation would allow for encroaching landowners to purchase and consolidate the 3.5 m width lot adjacent to them, bringing lots into compliance with Grande Cache Land Use Bylaw 799. Several landowners have indicated that they wish to purchase the UR-1 lots.

Some landowners have been encroaching onto the 3.5 m width lot for many years and have developed these lots as part of their own property. Administration began enforcement actions by sending letters in September 2019 and again in July 2021, notifying landowners of encroachments, setback issues and the opportunity to purchase said lots, in accordance with Council's motion 21.05.274.

8.03.12

On August 30, 2021, referral letters and adjacent landowner letters were sent, and no concerns or comments were received to date.

On September 28, 2021, at the public hearing Council questioned whether the UR lots adjacent to the lands zoned R-1A should be rezoned to R- MHS-V1, and in checking with Bylaw 799, it was confirmed that adjacent lots should be zoned R-1A and R-1B. Our maps and descriptions have been corrected, please see Schedule 'B'.

On October 26, 2021, Council gave second reading to Bylaw 21-891 and had concerns over which planning document was being amended. Administration has attached Bylaw 799 for Council's perusal, please see Schedule 'C'.

On November 9, 2021, Administration obtained a legal opinion (please see Schedule 'D') to determine if the second reading was defeated as the new Councillors abstained from voting and the remaining six councillors did not have a unanimous vote. It was determined that, "Abstentions do not count in tallying the vote negatively or positively; when Councillors abstain, they are, in effect, attending only to contribute to a quorum. So, the motion would have passed 5 to 1 (counting only the votes of those Councillors who did not abstain).

Administration has reviewed the land use amendment application and it meets the fundamental land use criteria set out within the Manufactured Home Subdivision (R-MHS-V1) District, Single Detached Residential (R-1B), Single Detached Residential (R-1A), the Municipal Government Act, and the Municipal Development Plan. Administration is recommending that Council give Third Reading to Bylaw No. 21-891.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is that re-designation would bring development on the respective landowner's lot into compliance.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. The disadvantage of Council accepting the recommended motion is that the lands are no longer available for use for the original intended purpose of a public walkway.

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to table Bylaw No. 21-891 for further discussion or information.

Alternative #2: Council has the alternative to deny the request completely and not allow the rezoning. The proposed amendment is contemplated by the existing legislation and does not, in and of itself, represent an issue from Administration's perspective.

FINANCIAL IMPLICATION:

There are no financial implications to the recommended motion.

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

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

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Administration will notify the landowner of the decision of Council following the Public Hearing. Is there another PH?

ATTACHMENT(S):

- Motion 21.05.274 GC MR Encroachments
- Schedule 'A' Bylaw No. 21-891
- Schedule 'B' Proposed Land Use Amendment Maps
- Schedule 'D' Legal Opinion



REQUEST FOR DECISION

SUBJECT: Grande Cache Municipal Reserve Encroachments

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION

MEETING DATE: May 25, 2021 DCAO SW MANAGER:
DEPARTMENT: PLANNING & DEVELOPMENT GM: RA PRESENTER: PL

STRATEGIC PLAN: Development LEG: DL

RELEVANT LEGISLATION:

Provincial (cite) - N/A

Council Bylaw/Policy (cite) – Grande Cache Land Use Bylaw No. 799

RECOMMENDED ACTION:

MOTION: That Council direct Administration to pursue Option A to rectify encroachment issues located on properties adjacent to Lot 41MR Grande Cache, Alberta.

BACKGROUND/PROPOSAL:

In 2008, the Town of Grande Cache Council passed Bylaw 67 to dispose of 3.5-metre-wide strips of municipal reserve land (Lot 41MR) abutting residential lots. These would be sold to landowners whose properties were adjacent to these strips of land. The purpose was to offload lands deemed to be in excess of what was necessary and to deal with encroachment issues by making the residential lots large enough to include the encroaching developments.

In 2009, the municipal reserve (Lot 41MK) was subdivided and offered to the residents. Since then, only 9 of 45 residential properties have taken advantage of the offer and added the subdivided parcels onto their lots. 5 of the 9 properties are municipally owned.

Administration is seeking council direction on the desired outcome of the enforcement of encroachment on municipal reserve. Administration intends to have a survey prepared indicating the encroachment, both on the unsold municipal reserve strips and the balance of the municipal reserve. Below are options for the next steps:

- A. The consolidation of MR strips back into Lot 41MR and removal of all encroaching development;
- B. Offering the residents another opportunity to purchase the subdivided MR strips at market value, and consolidating the unsold lots; and
- C. No action.

Administration recommends option A as it provides for a uniform lot boundary and simplifies the development permitting and enforcement processes. Greenview cannot require a landowner to purchase the MR strip adjacent to their property, which leaves the possibility of some lots being sold and others remaining as unused lots.

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BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is that Administration will be able to continue working towards resolving encroachments matters in Grande Cache.

DISADVANTAGES OF THE RECOMMENDED ACTION:

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

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to consolidate the subdivided MR lots and require the removal of all encroaching development.

Alternative #2: Council has the alternative to sell the affected lots to the adjacent property owners. It is important that all of the adjacent property owners must be willing purchase an equal portion of the public walkway or it will create a fragmented subdivision design. As well, a market value of the land will need to be determined.

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 COAL

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:

Letters will be sent to affected landowners to inform them of the next steps.

ATTACHMENT(S):

• Aerial of subject properties

FOR INFORMATION PURPOSE ONLY





BYLAW NO. 21-891 of the Municipal District of Greenview No. 16

A Bylaw of the Municipal District of Greenview No. 16, in the Province of Alberta, to amend Bylaw No. 799, being the Land Use Bylaw for the Hamlet of Grande Cache within Municipal District of Greenview No. 16

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

1. That the Land Use District Map in the Land Use Bylaw, being Bylaw No. 799, be amended to reclassify the following area:

As identified on Schedule "A" attached. This Bylaw shall come into force and effect upon the day of final passing. Read a first time this 24th day of August, A.D., 2021. Read a second time this 26th day of October, A.D., 2021. Read a third time and passed this ____ day of ______, A.D., 2021. **REEVE**

CHIEF ADMINISTRATIVE OFFICER

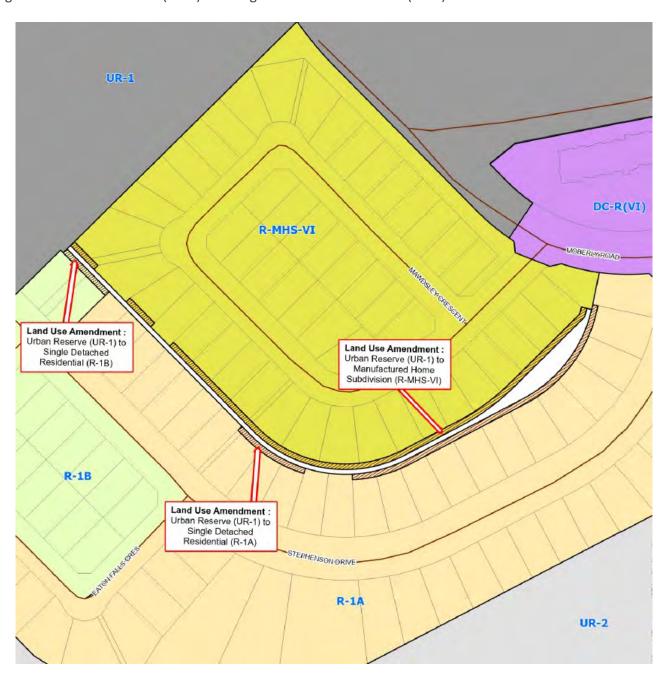
SCHEDULE "A"

To Bylaw No. 21-891

MUNICIPAL DISTRICT OF GREENVIEW NO. 16

As identified on Schedule "B" attached

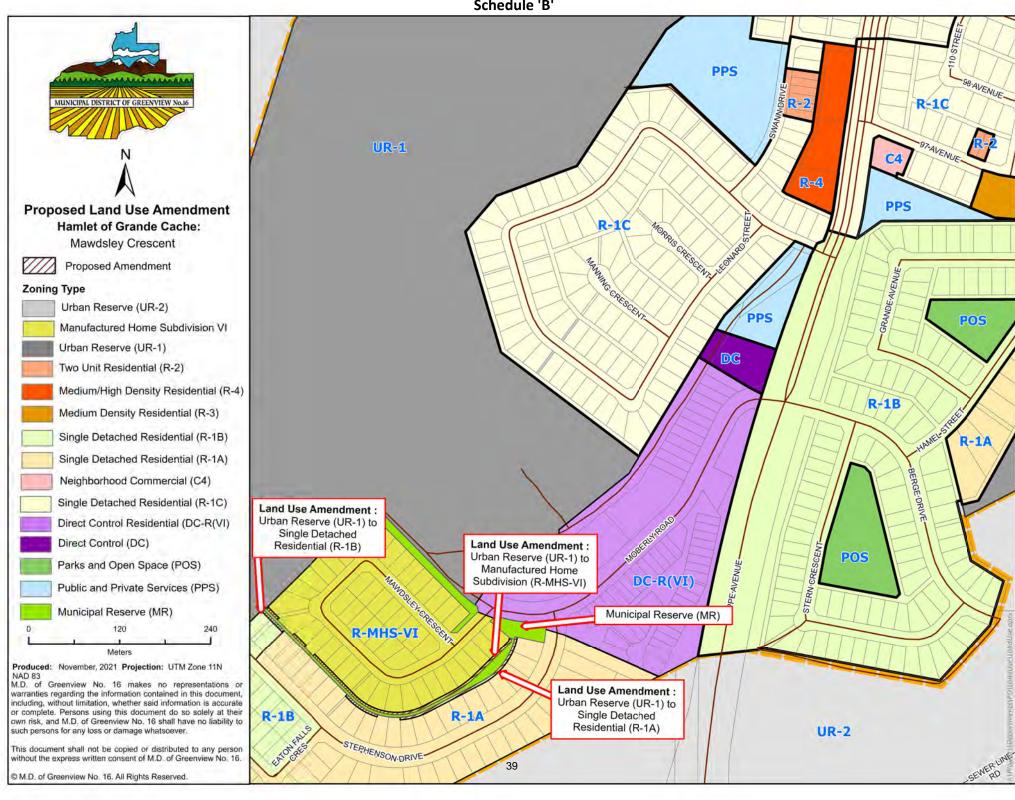
Is reclassified from Urban Reserve (UR-1) District to Manufactured Home Subdivision (R-MHS-V1) District, Single Detached Residential (R-1B) and Single Detached Residential (R-1A) as identified below:



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SCHEDULE "B"

LOT	BLOCK	PLAN	FROM	ТО
19A	46	1026164	UR-1	R-MHS-V1
22A	46	1026164	UR-1	R-MHS-V1
24A	46	1026164	UR-1	R-MHS-V1
25A	46	1026164	UR-1	R-MHS-V1
26A	46	1026164	UR-1	R-MHS-V1
27A	46	1026164	UR-1	R-MHS-V1
29A	46	1026164	UR-1	R-MHS-V1
30A	46	1026164	UR-1	R-MHS-V1
31A	46	1026164	UR-1	R-MHS-V1
32A	46	1026164	UR-1	R-MHS-V1
33A	46	1026164	UR-1	R-MHS-V1
34A	46	1026164	UR-1	R-MHS-V1
35A	46	1026164	UR-1	R-MHS-V1
36A	46	1026164	UR-1	R-MHS-V1
37A	46	1026164	UR-1	R-MHS-V1
38A	46	1026164	UR-1	R-MHS-V1
39A	46	1026164	UR-1	R-MHS-V1
40A	46	1026164	UR-1	R-MHS-V1
42B	46	1026164	UR-1	R-1A
43A	46	1026164	UR-1	R-1A
44A	46	1026164	UR-1	R-1A
45A	46	1026164	UR-1	R-1A
46A	46	1026164	UR-1	R-1A
47A	46	1026164	UR-1	R-1A
48A	46	1026164	UR-1	R-1A
49A	46	1026164	UR-1	R-1A
50A	46	1026164	UR-1	R-1A
51A	46	1026164	UR-1	R-1A
52A	46	1026164	UR-1	R-1A
55A	46	1026164	UR-1	R-1A
56A	46	1026164	UR-1	R-1A
57A	46	1026164	UR-1	R-1A
66A	46	1026164	UR-1	R-1B
68A	46	1026164	UR-1	R-1B

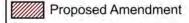






Hamlet of Grande Cache:

Mawdsley Crescent



Zoning Type



Manufactured Home Subdivision VI

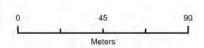
Urban Reserve (UR-1)

Direct Control Residential (DC-R(VI)

Single Detached Residential (R-1B)

Single Detached Residential (R-1A)

Municipal Reserve (MR)

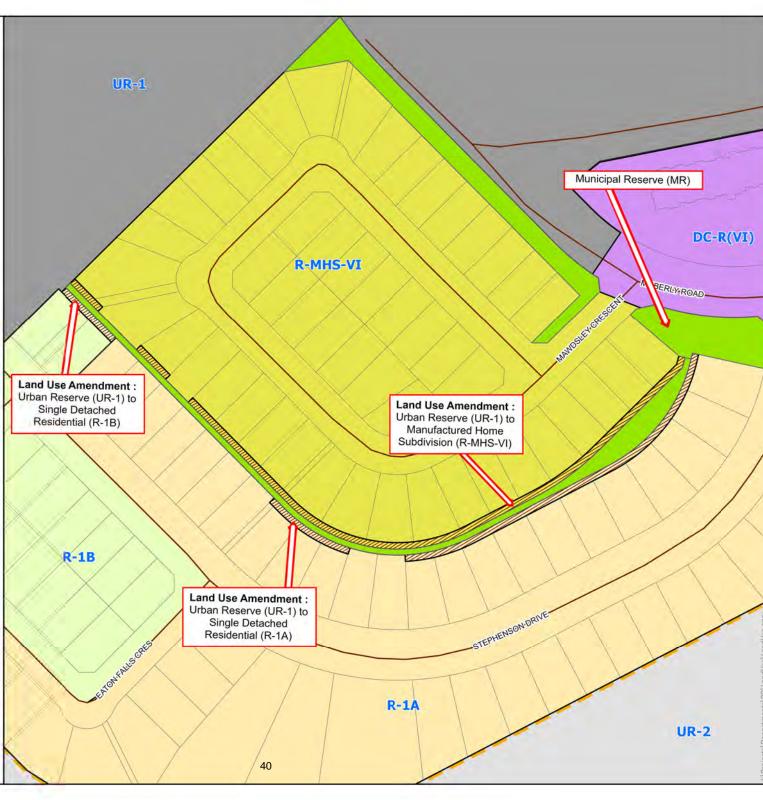


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Hamlet of Grande Cache:

Mawdsley Crescent

Proposed Amendment

Zoning Type



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Municipal Reserve (MR) MOBERLY R Land Use Amendment: Urban Reserve (UR-1) to Land Use Amendment: Single Detached Urban Reserve (UR-1) to Residential (R-1B) Manufactured Home Subdivision (R-MHS-VI) Land Use Amendment: Urban Reserve (UR-1) to Single Detached Residential (R-1A)

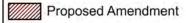
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Hamlet of Grande Cache:

Mawdsley Crescent - East Access to Remainder MR



Zoning Type



Produced: November, 2021 Projection: UTM Zone 11N

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East Access to Remainder MR MOBERLY-ROAD Land Use Amendment: Urban Reserve (UR-1) to Manufactured Home Subdivision (R-MHS-VI) STEPHENSOWDRINE Land Use Amendment : Urban Reserve (UR-1) to Single Detached Residential (R-1A)

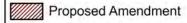
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Hamlet of Grande Cache:

Mawdsley Crescent - West Access to Remainder MR



Zoning Type

Manufactured Home Subdivision VI Land Use Amendment: Urban Reserve (UR-1) to Single Detached Residential (R-1B) Manufactured Home Subdivision (R-MHS-VI) Single Detached Residential (R-1A) Municipal Reserve (MR) 30cm Imagery, 2016 Land Use Amendment: Urban Reserve (UR-1) to Meters Single Detached Residential (R-1B) Produced: November, 2021 Projection: UTM Zone 11N thought softs NAD 83 M.D. of Greenview No. 16 makes no representations or warranties regarding the information contained in this document, including, without limitation, whether said information is accurate or complete. Persons using this document do so solely at their own risk, and M.D. of Greenview No. 16 shall have no liability to such persons for any loss or damage whatsoever. This document shall not be copied or distributed to any person without the express written consent of M.D. of Greenview No. 16. © M.D. of Greenview No. 16. All Rights Reserved.

West Access to Remainder MR



REQUEST FOR DECISION

SUBJECT: Bylaw 21-893 Council Code of Conduct

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION

MEETING DATE: January 11, 2022 CAO: SW MANAGER:

DEPARTMENT: CAO SERVICES GM: EK PRESENTER: JCP

STRATEGIC PLAN: Level of Service LEG: SS

RELEVANT LEGISLATION:

Provincial (cite) – Municipal Government Act, R.S.A 2000, c. M-26, Section 146.1(1) and Code of Conduct for Elected Officials Regulation, AR 200/2017.

Council Bylaw/Policy (cite) – Bylaw 18-797

RECOMMENDED ACTION:

MOTION: That Council give second reading to Bylaw 21-893 "Council Code of Conduct".

MOTION: That Council give third reading to Bylaw 21-893 "Council Code of Conduct".

MOTION: That Council repeal Policy 1012 "Council Member Code of Ethics".

BACKGROUND/PROPOSAL:

On June 25, 2018, Council passed Bylaw 18-797, Motion 18.06.340.

Bylaw 18-797, Council Code of Conduct, was created in response to Bill 20, *Municipal Government Amendment Act*, 2015 which came into force on October 26, 2017, as well as the *Code of Conduct for Elected Officials Regulation*, AR 200/2017.

Bill 20 amended the *Municipal Government Act* to provide that Council must, by bylaw, adopt a code of conduct to govern all Councillors equally by July 23, 2018. Under these changes, a Councillor in breach of a code of conduct cannot be removed from office, plus the requirement that Councillors must abide by the code of conduct was added.

The Regulation established several topics that must be included in a code of conduct, including:

- a. Representing the municipality
- b. Communicating on behalf of the municipality
- c. Respecting the decision-making process
- d. Adherence to policies, procedures, and bylaws
- e. Respectful interactions with Councillors, staff, the public and others

- f. Confidential information
- g. Conflicts of interest
- h. Improper use of influence
- i. Use of municipal assets and services
- j. Orientation and other training attendance

Bylaw 21-893 aims to strengthen the Council Code of Conduct, by expanding on the Conflict-of-Interest section and the Complaint Process section. It also adds a Section on Severability and Effect and a definition of Conflict of Interest. The new bylaw also corrects some grammatical errors from the original bill.

Each Council must review and update its code of conduct at least once every 4 years.

At first reading Council requested title changes to reflect current titles, as well as typographical changes.

If Council passes third reading, Policy 1012 Council Member Code of Ethics can be repealed as it is captured within Bylaw 21-893.

BENEFITS OF THE RECOMMENDED ACTION:

- 1. The Council Code of Conduct will be updated, thus making it a stronger and more effective bylaw.
- 2. The Code of Conduct is reinforced by the Council-CAO covenant promoting positive relationships and good governance.

DISADVANTAGES OF THE RECOMMENDED ACTION:

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

ALTERNATIVES CONSIDERED:

Alternative #1: Council may make additional recommended changes.

FINANCIAL IMPLICATION:

There are no financial implications to the recommended motion.

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

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

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Administration will make any recommended changes for third reading and publish the bylaw.

ATTACHMENT(S):

- Bylaw 21-893 Council Code of Conduct Revised
- Schedule A Statement of Commitment
- Bylaw 18-797 Council Code of Conduct Current
- Policy 1012 Council Member Code of Ethics



BYLAW No. 21-893 of the Municipal District of Greenview No. 16

A Bylaw of the Municipal District of Greenview No. 16 to establish a code of conduct for members of Council

- Whereas, pursuant to Section 146.1(1) of the Municipal Government Act, Council must, by bylaw, establish a code of conduct governing the conduct of Councillors;
- And Whereas, pursuant to section 146.1(3) of the Municipal Government Act, Council may, by bylaw, establish a code governing the conduct of members of Council committees and other bodies established by Council, who are not Councillors;
- And Whereas, pursuant to section 153 (e.1) of the Municipal Government Act, Councillors have a duty to adhere to the code established by Council;
- And Whereas, the public is entitled to expect the highest standards of conduct from the members that it elects to the Council of the Municipal District of Greenview No. 16;
- And Whereas, the establishment of a Code of Conduct for members of Council is consistent with the principles of transparent, accountable government;
- And Whereas, a Code of Conduct ensures that members of Council share a common understanding of acceptable conduct extending beyond the legislative provisions governing the conduct of Councillors;
- Therefore, the Council of the Municipal District of Greenview No. 16, duly assembled, hereby enacts as follows:

1. TITLE

This Bylaw may be referred to as the "Council Code of Conduct Bylaw".

2. **DEFINITIONS**

- In this Bylaw, words have the meanings set out in the Act except
 - Act means the Municipal Government Act, R.S.A 2000, c. M-26, and associated regulations as amended;
 - Administration means the administrative and operational arm of the municipality Greenview, comprised of the various departments and business units, and including all employees who operate under the leadership and supervision of the Chief Administrative Officer;
 - C) **CAO** means the Chief Administrative Officer of Greenview, or their delegate;
 - D) **Closed Session**
 - E) **Conflict of Interest** means a situation in which a member is in a position to derive personal benefit from action or decisions made in their official capacity.

- F) **Deputy Reeve** means the Councillor appointed by Council to fulfill the duties of the Reeve when the Reeve is unable to perform the duties of Chief Elected Official or if the office of the Reeve is vacant:
- G) **FOIP** means the Freedom of Information and Protection of Privacy Act, R.S.A 2000, c. F-25, any associated regulations, and any amendments or successor legislation;
- H) Greenview means the Municipal District of Greenview No. 16;
- Investigator means Council or the individual or body established by Council to investigate and report on complaints;
- J) Member means a member of Council which includes a Councillor or the Reeve. It also includes Members on Council committees or other bodies established by Council who are not Councillors or the Reeve;
- K) Municipality means the Municipal District of Greenview No. 16;
- Reeve means the Chief Elected Official who leads the municipality Greenview and acts as the public spokesperson for Council and the municipality Greenview;
- M) **SLT** means the Senior Leadership Team consisting of the General Managers Directors of Greenview Administration.

3. PURPOSE AND APPLICATION

- 3.1. The purpose of this Bylaw is to establish standards for the ethical conduct of Members relating to their roles and obligations as representatives of the municipality Greenview and a procedure for the investigation and enforcement of those standards.
- 3.2. Every Member will be provided with a copy of this Bylaw and will sign the Statement of Commitment attached as Schedule "A".

4. **GENERAL PRINCIPLES**

- 4.1. Members shall govern their conduct in accordance with the requirements and obligations set out in the Act.
- 4.2. Members shall demonstrate fairness, accountability, and impartiality in all Council matters.
- 4.3. Members shall not discriminate against anyone on the basis of their race, ancestry, place of origin, color, ethnic origin, citizenship, creed, gender, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, mental disability, physical disability or source of income.
- 4.4. Members appointed to committees or boards, serve in a liaison role, not necessarily as an advocate for the committee or board.

5. REPRESENTING MUNICIPALITY

5.1. Members will observe high standards of professionalism when representing Greenview in their dealings with members of the public, other elected officials, government officials, and Greenview Administration. Members shall hold themselves to the highest standard when engaging in public activities.

- 5.2. Members will consider the welfare and interests of Greenview as a whole. The interests of Greenview as a whole supersede the interests of any individual ward. Members shall bring to Council's attention anything that would promote the welfare or interest of Greenview.
- 5.3. Members will think independently and refrain from forming allegiances or factions within Council.

6. COMMUNICATING ON BEHALF OF THE MUNICIPALITY GREENVIEW

- 6.1. A Member must not claim to speak on behalf of Council unless authorized to do so.
- 6.2. Unless Council directs otherwise, the Reeve is Council's official spokesperson. In the absence of the Reeve, it is the Deputy Reeve. All inquiries from the media regarding an official Council position on an issue, shall be referred to Council's official spokesperson.
- 6.3. A Member who is authorized to act as Council's official spokesperson must ensure that their comments accurately reflect Council's official position and the will of Council as a whole, even if the spokesperson disagrees with Council's position.
- 6.4. No Member shall make a statement when they know that statement is false.
- 6.5. No Member shall make a statement with the intent to mislead Council or members of the public.

7. RESPECTING THE DECISION-MAKING PROCESS

- 7.1. Council decisions, resolutions or direction, are made by a majority vote of Councillors. The decisions of Council must be accepted and respected by all Councillors, regardless of any personal view of the decision made.
- 7.2. Decision making authority lies with Council, and not with any individual Councillor. Council may only act by bylaw or resolution passed at a Council meeting held in public at which there is a quorum present. No Member shall, unless authorized by Council, attempt to bind Greenview to a course of action, or give direction to employees in Administration, agents, contractors, consultants or other service providers or prospective vendors to the municipality Greenview.
- 7.3. All members shall communicate and work toward the effective implementation of the positions and decisions of Council, even if they disagree with Council decisions. In this way Council will foster respect for the democratic decision making process.
- 7.4. Members will conduct and convey Council business and all their duties in an open and transparent manner, other than those matters which by law are authorized to be dealt with in a confidential manner in an "in camera" a "closed session", and in doing so, allow the

public to view the process and rationale which was used to make decisions and the reasons for taking certain actions.

8. ADHERENCE TO THE POLICIES, PROCEDURES AND BYLAWS

- 8.1. Members shall uphold the law established by the Parliament of Canada and the Legislature of Alberta.
- 8.2. As Greenview's stewards and decision makers, all Members shall respect, and adhere to, the established policies, procedures and bylaws of Greenview, showing commitment to performing their duties and functions with care and diligence.
- 8.3. Members shall respect Greenview as an institution, its policies, procedures and bylaws and shall encourage public respect for Greenview and Greenview's policies, procedures and bylaws. Members must not encourage disobedience of any policy, procedure or bylaw of Greenview in responding to a member of the public, as this undermines public confidence in Greenview and in the rule of law.

9. RESPECTFUL INTERACTIONS WITH COUNCIL MEMBERS, PUBLIC AND STAFF

- 9.1. Council is committed to creating and sustaining a vibrant, healthy, safe and caring work environment in all interactions with internal and external stakeholders and Council members. Key requirements to support a respectful workplace include, but are not limited to, the following:
 - A) Be polite, courteous and respectful of others at all times;
 - B) Treat others equitably and fairly; and
 - C) Recognize value and diversity.

9.2. Councillors

- A) Members will be given an in depth opportunity to address matters before Council, in a full, open, transparent, and professional manner with the goal of good governance, through healthy debate.
- B) Members will take all points of view into account when making decisions.
- C) Members shall feel confident to express their views in any session, without fear of interruption and shall feel confident in the Chair's impartiality in controlling the meeting.

9.3. Public

- A) Members will treat ratepayers and members of the public with respect, professionalism, and dignity.
- B) Members may publicly express their opinions on Council matters, but not so as to undermine the standing of Council in the public and the community.

9.4. Staff

A) Members shall at all times conduct themselves in a manner that reflects the separation of roles and responsibilities between Council and Administration.

- B) Members will respect the professional opinions of Greenview's Administration and be mindful that the CAO is exclusively responsible under the Act for directing staff.
- C) Members shall not give direction; directly or implied, to any municipal employee or contracted resource, other than to, or through the CAO or their designate.
- D) Internal requests for information and questions relative to Administration will be directed through the offices of CAO and SLT.
- E) All personnel matters shall be dealt with strictly "in-camera" in "closed session" with the CAO present.
- F) Members will not comment in public regarding the performance of any member of Administration, but will instead refer any question on the performance of Greenview staff to the CAO.

10. **CONFIDENTIAL INFORMATION**

- 10.1. Members shall not, either directly or indirectly release, make public, or in any way divulge any information which is deemed to be confidential, unless expressly authorized by Council or required by law to do so. This includes keeping confidential any aspect of "in camera" "closed session" deliberation, any information required to be kept in confidence as prescribed by Privacy legislation and information subject to solicitor-client privilege.
- 10.2. Members shall not misuse confidential information which they have knowledge of by virtue of their position as Councillor that is not in the public domain. This includes emails and correspondence from other Councillors or third parties, such that it may cause harm, detriment, or embarrassment to Greenview Council, other Councillors, Administration, members of the public or third parties.
- 10.3. Councillors shall not use confidential information that may create a benefit for themselves or any other individual.

11. CONFLICTS OF INTEREST

- 11.1. Members will disclose their affiliations or interest within an organization that may affect their decision-making on matters before Council regarding that organization, and its disclosure shall be documented in the meeting minutes.
- 11.2. The decision with respect to whether any Member may have, or may be perceived to have, a pecuniary interest or conflict of interest, is the individual Member's decision to make. The Member may discuss this with Council and seek the advice of the Reeve or the CAO.
- 11.3. When a Member believes they have a pecuniary interest or conflict of interest in a matter before Council, or Council Committee, they shall notify the Reeve or Chair of the meeting prior to the matter being considered, that they have a pecuniary or conflict of interest in the matter.
- 11.4. Members have a statutory duty to comply with the pecuniary interest provisions set out in Part 5, Division 6 of the Act and a corresponding duty to vote unless required or permitted to abstain under the Act or another enactment.

- 11.5. Members shall approach decision-making with an open mind that is capable of persuasion.
- 11.6. Members are to be free from undue influence and not act, or appear to act, in order to gain financial or other benefit for themselves, family, friends or associates, business or otherwise.
- 11.7. It is the individual responsibility of each Member to seek independent legal advice, at the Member's sole expense, with respect to any situation that may result in pecuniary or other conflict of interest.

12. IMPROPER USE OF INFLUENCE

- 12.1. No Member shall use the influence of the Member's office for any purpose other than for the exercise of the Member's official duties.
- 12.2. Members shall not abuse relationships or interactions with Administration by attempting to take advantage of their position as Councillors. Members will at all times refrain from any behaviour which is, or may be perceived to be, bullying or harassment of other Councillors, rate-payers, members of the public or Greenview's staff.
- 12.3. Members shall refrain from using their positions to obtain employment with the municipality Greenview for themselves, family members or close associates.
- 12.4. No Member shall act as a paid agent to advocate on behalf of any individual, organization or corporate entity before Council or committee of Council or any other body established by Council.

13. USE OF MUNICIPAL ASSETS AND SERVICES

- 13.1. No Member shall use or attempt to use Greenview's property, funds, services, or private information for personal benefit or the benefit of any other individual.
- 13.2. Members will abide by all of Greenview's policies, procedures and bylaws in the use of Greenview property, services, and equipment, and vehicles.
- 13.3. Equipment, facilities and any other Greenview resources provided to Councillors as part of the regular delivery of their duties, will not be used for campaign purposes during Municipal elections.

14. ORIENTATION, TRAINING AND ATTENDANCE AT MEETINGS

14.1. Unless excused by Council, every Member must attend training organized at the direction of Council for the benefit of Members throughout their appointed term.

- 14.2. Councillors will attend regular Council meetings as required under the Act. Councillors will participate in these meetings to represent, to the best of their abilities, the interests of Greenview as a whole, and act as advocates of their respective wards.
- 14.3. Members will participate when appointed to Committees or Boards and inform Council as a whole, of the activities of that Committee or Board.

15. **COMPLAINT PROCESS**

- 15.1. Any person, in good faith, may report perceived wrongdoing or make a complaint alleging a breach of the Council Code of Conduct by a Member. All reasonable attempts shall be made to keep the reports and complaints confidential until full investigation is completed, in order to protect the Member and complainant.
- 15.2. The report or complaint shall be made in writing and addressed to the Reeve, or the Deputy Reeve, if the Reeve is the subject of the complaint, and shall include:
 - A) The date and be signed by an identifiable individual; and
 - B) Reasonable and probable grounds for the allegation that the Member has contravened this Bylaw, including a detailed description of the facts, as they are known, giving rise to the allegation.
 - C) The Council Member or Members who are the subject of the complaint will be provided a copy of the complaint and are to provide a written response to the allegations, which will be provided to all of Council.
- 15.3. Upon receipt of a complaint, Council shall meet "in-camera," in "closed session" review the complaint and written response or responses of the Council Member or Members and decide whether to proceed to investigate the complaint or not. The Council Member who is the subject of the complaint shall be afforded procedural fairness, including an opportunity to respond to the allegations before Council deliberates and makes any decision or any sanction is imposed. Council, in its sole discretion, may decide to take no action on the complaint. The Council Members or Members concerned shall be notified of the Council decision.
- 15.4. If Council concludes that the Council Member or Members concerned have breached the statutory regulations, it will advise the Council Member or Members of its conclusion and approve moving forward with the appropriate proceedings pursuant to the Act. Any action taken by Council should include a timeframe and what remedial action is expected.
- 15.5. At its sole discretion, Council may elect to conduct the investigation into the allegations or select a third party to investigate. If the complaint results in a lost quorum, a third party will be brought in to make the decision.

16. **SANCTIONS**

- 16.1. In the event that a Member has been determined to have violated any of these terms of Greenview's Council Code of Conduct or any provision of the Act, then Council may consider disciplinary action on the offending Member. By resolution, Council may impose one or more of the following sanctions against the offending Member or Members:
 - A) Verbal reprimand provided by the Reeve or Deputy Reeve;
 - B) A letter of reprimand addressed to the Member or Members;
 - C) Request to the Member or Members to issue a letter of apology;
 - D) Publish a letter of reprimand or request for an apology and that Member's or Members' response;
 - E) Suspend or remove the appointment of a Member as the Reeve under Section 150(2) of the Act or as Deputy Reeve under Section 152 of the Act;
 - F) Suspend or remove the Reeve's presiding duties under Section 154 of the Act;
 - G) Suspend or remove the Member or Members from some or all Council committees or bodies to which Council has the right to appoint members;
 - H) Request an inquiry under Section 572 of the Act;
 - I) Initiate legal action under Section 175 of the Act;
 - Reduce or suspend remuneration as defined in Section 275.1 of the Act corresponding to a reduction in duties, including, but not limited to, limiting travel or expenses, and excluding allowances for attendance at Council meetings;
 - K) Limit access to Greenview buildings, aside from entering or leaving meeting rooms utilized for Council meetings;
 - L) Require the return of Greenview's property, including laptops, tablets, cellular boosters;
 - M) Any other sanction Council deems reasonable and appropriate in the circumstances, provided that the sanction does not prevent the Member or Members from fulfilling their legislated duties of a Councillor and the sanction is not contrary to the Act.
- 16.2. A decision to apply one or more of the sanctions detailed above requires a Council resolution.

17. REQUIREMENTS TO FULFILL DUTIES

17.1. This Council Code of Conduct, or any provision herein, and any sanctions imposed must not prevent a Councillor from fulfilling their legislated duties as a Councillor, as outlined in the Municipal Government Act.

18. **SEVERABILITY AND EFFECT**

18.1. If any provision of this Bylaw is declared invalid for any reason by a court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.

19. **REVIEW**

19.1. This Bylaw shall be brought forward for review at the beginning of each term of Council, when relevant legislation is amended, and at any other time that Council considers appropriate to ensure that it remains current and continues to accurately reflect the standards of ethical conduct expected of Members.

20. REPEAL

20.1. Bylaw 18-797 "Council Code of Conduct" and all amendments thereto are hereby repealed.

21. **COMING INTO FORCE**

Read a first time this 9 day of November, 2021.

Read a second time this _____ day of _____, 2021.

Read a third time this _____ day of _____, 2021.

REEVE

CHIEF ADMINISTRATIVE OFFICER

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



MUNICIPAL DISTRICT OF GREENVIEW

SCHEDULE "A"

Statement of Commitment

Statement of Commitment to the Council Code of Conduct for Members of Council

I	declare that as an elected Member of the
(Full Name)	
Municipal District of Greenview No. 16, I acknow	rledge and support the Council Code of Conduct
Bylaw for Members of Council.	
Signed:	
Declared this day of	, 20
Before me:	
Reeve (Deputy Reeve for Reeve)	_



BYLAW No. 18-797 OF THE MUNICIPAL DISTRICT OF GREENVIEW No. 16

A Bylaw of the Municipal District of Greenview No. 16, in the Province of Alberta, to establish a code of conduct for members of Council

WHEREAS, pursuant to Section 146.1(1) of the *Municipal Government Act*, Council must, by bylaw, establish a code of conduct governing the conduct of councillors;

AND WHEREAS, pursuant to section 146.1(3) of the *Municipal Government Act*, Council may, by bylaw, establish a code governing the conduct of members of Council committees and other bodies established by Council, who are not councillors;

AND WHEREAS, pursuant to section 153 of the *Municipal Government Act*, Councillors have a duty to adhere to the code established by Council;

AND WHEREAS, the public is entitled to expect the highest standards of conduct from the members that it elects to the Council of the Municipal District of Greenview No. 16;

AND WHEREAS, the establishment of a Code of Conduct for members of Council is consistent with the principles of transparent accountable government;

AND WHEREAS a Code of Conduct ensures that members of Council share a common understanding of acceptable conduct extending beyond the legislative provisions governing the conduct of Councillors;

THEREFORE the Council of the Municipal District of Greenview No. 16, in the Province of Alberta, duly assembled, enacts as follows:

1. Short Title

a. This Bylaw may be referred to as the "Council Code of Conduct Bylaw".

2. Definitions

- 2.1 In this Bylaw, words have the meanings set out in the Act except
 - a. "Act" means the *Municipal Government Act*, R.S.A 2000, c. M-26, and associated regulations as amended;
 - "Administration" means the administrative and operational arm of the municipality, comprised of the various departments and business units, and including all employees who operate under the leadership and supervision of the Chief Administrative Officer;
 - c. "CAO" means the Chief Administrative Officer of Greenview, or their delegate;
 - d. "Deputy Reeve" means the Councillor appointed by Council to fulfill the duties of the Reeve when the Reeve is unable to perform the duties of Chief Elected Official or if the office of the Reeve is vacant;
 - e. **"FOIP"** means the *Freedom of Information and Protection of Privacy Act*, R.S.A 2000, c. F-25, any associated regulations, and any amendments or successor legislation;

- f. "Greenview" means the municipal corporation of the Municipal District of Greenview No. 16;
- g. "Investigator" means Council or the individual or body established by Council to investigate and report on complaints;
- h. "Member" means a member of Council which includes a Councillor or the Reeve. It also includes Members on Council committees or other bodies established by Council who are not Councillors or the Reeve;
- "Municipality" means the municipal corporation of the Municipal District of Greenview No. 16;
- "Reeve" means the Chief Elected Official who leads the municipality and acts as the public spokesperson for Council and the municipality;
- k. "SLT" means the Senior Leadership Team consisting of the General Managers of Greenview Administration.

3. Purpose and Application

- 3.1 The purpose of this *Bylaw* is to establish standards for the ethical conduct of Members relating to their roles and obligations as representatives of the municipality and a procedure for the investigation and enforcement of those standards.
- 3.2 Every Member will be provided with a copy of this *Bylaw* and will sign the *Statement of Commitment* attached as Schedule "A".

4. General Principles

- 4.1 Members shall govern their conduct in accordance with the requirements and obligations set out in the *Act*.
- 4.2 Members shall demonstrate fairness, accountability, and impartiality in all Council matters.
- 4.3 Members shall not discriminate against anyone on the basis of their race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, gender, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, mental disability, physical disability or source of income.
- 4.4 Members appointed to committees or boards, serve in a liaison role, not necessarily as an advocate for the committee or board.

5. Representing the Municipality

- 5.1 Members will observe high standards of professionalism when representing Greenview in their dealings with members of the public, other elected officials, government officials, and Greenview Administration. Members shall hold themselves to the highest standard when engaging in public activities.
- 5.2 Members will consider the welfare and interests of Greenview as a whole. The interests of Greenview as a whole supersedes the interests of any individual ward. Members shall bring to Council's attention anything that would promote the welfare or interest of Greenview.
- 5.3 Members will think independently and refrain from forming allegiances or factions within Council.

6. Communicating on Behalf of the Municipality

- 6.1 A Member must not claim to speak on behalf of Council unless authorized to do so.
- 6.2 Unless Council directs otherwise, the Reeve is Council's official spokesperson. In the absence of the Reeve, it is the Deputy Reeve. All inquiries from the media regarding an official Council position on an issue, shall be referred to Council's official spokesperson.
- 6.3 A Member who is authorized to act as Council's official spokesperson must ensure that their comments accurately reflect Council's official position and the will of Council as a whole, even if the spokesperson disagrees with Council's position.
- 6.4 No Member shall make a statement when they know that statement is false.
- 6.5 No Member shall make a statement with the intent to mislead Council or members of the public.

7. Respecting the Decision-Making Process

- 7.1 Council decisions, resolutions or direction, are made by a majority vote of Councillors.

 The decisions of Council must be accepted and respected by all Councillors, regardless of any personal view of the decision made.
- 7.2 Decision making authority lies with Council, and not with any individual Councillor. Council may only act by bylaw or resolution passed at a Council meeting held in public at which there is a quorum present. No Member shall, unless authorized by Council, attempt to bind Greenview to a course of action, or give direction to employees in Administration, agents, contractors, consultants or other service providers or prospective vendors to the municipality.
- 7.3 All members shall communicate and work toward the effective implementation of the positions and decisions of Council, even if they disagree with Council decisions. In this way Council will foster respect for the democratic decision making process.
- 7.4 Members will conduct and convey Council business and all their duties in an open and transparent manner, other than those matters which by law are authorized to be dealt with in a confidential manner in an "in-camera" session, and in doing so, allow the public to view the process and rationale which was used to make decisions and the reasons for taking certain actions.

8. Adherence to Policies, Procedures and Bylaws

- 8.1 Members shall uphold the law established by the Parliament of Canada and the Legislature of Alberta.
- 8.2 As Greenview's stewards and decision makers, all Members shall respect, and adhere to, the established policies, procedures and bylaws of Greenview, showing commitment to performing their duties and functions with care and diligence.
- 8.3 Members shall respect Greenview as an institution, its policies, procedures and bylaws and shall encourage public respect for Greenview and Greenview's policies, procedures and bylaws. Members must not encourage disobedience of any policy, procedure or bylaw of Greenview in responding to a member of the public, as this undermines public confidence in Greenview and in the rule of law.

9. Respectful Interactions with Council Members, Public and Staff

- 9.1 Council is committed to creating and sustaining a vibrant, healthy, safe and caring work environment in all interactions with internal and external stakeholders and Council members. Key requirements to support a respectful workplace include, but are not limited to, the following:
 - 9.1.1 Be polite, courteous and respectful of others at all times;
 - 9.1.2 Treat others equitably and fairly; and
 - 9.1.3 Recognize value and diversity.

9.2 Councillors

- 9.2.1 Members will be given an in depth opportunity to address matters before Council, in a full, open, transparent, and professional manner with the goal of good governance, through healthy debate.
- 9.2.1 Members will take all points of view into account when making decisions.
- 9.2.2 Members shall feel confident to express their views in any session, without fear of interruption and shall feel confident in the Chair's impartiality in controlling the meeting.

9.3 Public

- 9.3.1 Members will treat ratepayers and members of the public with respect, professionalism, and dignity.
- 9.3.2 Members may publicly express their opinions on Council matters, but not so as to undermine the standing of Council in the public and the community.

9.4 Staff

- 9.4.1 Members shall at all times conduct themselves in a manner that reflects the separation of roles and responsibilities between Council and Administration.
- 9.4.2 Members will respect the professional opinions of Greenview's Administration and be mindful that the CAO is exclusively responsible under the *Act* for directing staff.
- 9.4.3 Members shall not give direction; directly or implied, to any municipal employee or contracted resource, other than to, or through the CAO or their designate.
- 9.4.4 Internal requests for information and questions relative to Administration will be directed through the offices of CAO and SLT.
- 9.4.5 All personnel matters shall be dealt with strictly "in-camera" with the CAO present.
- 9.4.6 Members will not comment in public regarding the performance of any member of Administration, but will instead refer any question on the performance of Greenview staff to the CAO.

10. Confidential Information

- 10.1 Members shall not, either directly or indirectly release, make public, or in any way divulge any information which is deemed to be confidential, unless expressly authorized by Council or required by law to do so. This includes keeping confidential any aspect of "incamera" deliberation, any information required to be kept in confidence as prescribed by Privacy legislation and information subject to solicitor-client privilege.
- 10.2 Members shall not misuse confidential information which they have knowledge of by virtue of their position as Councillor that is not in the public domain. This includes emails and correspondence from other Councillors or third parties, such that it may cause harm, detriment, or embarrassment to Greenview Council, other Councillors, Administration, members of the public or third parties.
- 10.3 Councillors shall not use confidential information that may create a benefit for themselves or any other individual.

11. Conflicts of Interest

- 11.1 Members will disclose their affiliations or interest within an organization that may affect their decision-making on matters before Council regarding that organization, and its disclosure shall be documented in the meeting minutes.
- 11.2 The decision with respect to whether any Member may have, or may be perceived to have, a pecuniary interest or conflict of interest, is the individual Member's decision to make. The Member may discuss this with Council and seek the advice of the Reeve or the CAO.
- 11.3 When a Member believes they have a pecuniary interest or conflict of interest in a matter before Council, or Council Committee, they shall notify the Reeve or Chair of the meeting prior to the matter being considered, that they have a pecuniary or conflict of interest in the matter.
- 11.4 Members have a statutory duty to comply with the pecuniary interest provisions set out in Part 5, Division 6 of the *Act* and a corresponding duty to vote unless required or permitted to abstain under the *Act* or another enactment.
- 11.5 Members shall approach decision-making with an open mind that is capable of persuasion.
- 11.6 Members are to be free from undue influence and not act, or appear to act, in order to gain financial or other benefit for themselves, family, friends or associates, business or otherwise.
- 11.7 It is the individual responsibility of each Member to seek independent legal advice, at the Member's sole expense, with respect to any situation that may result in pecuniary or other conflict of interest.

12. Improper Use of Influence

- 12.1 No Member shall use the influence of the Member's office for any purpose other than for the exercise of the Member's official duties.
- 12.2 Members shall not abuse relationships or interactions with Administration by attempting to take advantage of their position as Councillors. Members will at all times refrain from any behaviour which is, or may be perceived to be, bullying or harassment of other Councillors, rate-payers, members of the public or Greenview's staff.

- 12.3 Members shall refrain from using their positions to obtain employment with the municipality for themselves, family members or close associates.
- 12.4 No Member shall act as a paid agent to advocate on behalf of any individual, organization or corporate entity before Council or committee of Council or any other body established by Council.

13. Use of Municipal Assets and Services

- 13.1 No Member shall use or attempt to use Greenview's property, funds, services, or information for personal benefit or the benefit of any other individual.
- 13.2 Members will abide by all of Greenview's policies, procedures and bylaws in the use of Greenview property, services, and equipment, and vehicles.
- 13.3 Equipment, facilities and any other Greenview resources provided to Councillors as part of the regular delivery of their duties, will not be used for campaign purposes during Municipal elections.

14. Orientation, Training and Attendance at Meetings

- 14.1 Unless excused by Council, every Member must attend training organized at the direction of Council for the benefit of Members throughout their appointed term.
- 14.2 Councillors will attend regular Council meetings as required under the *Act*. Councillors will participate in these meetings to represent, to the best of their abilities, the interests of Greenview as a whole, and act as advocates of their respective wards.
- 14.3 Members will participate when appointed to Committees or Boards and inform Council as a whole, of the activities of that Committee or Board.

15. Complaint Process

- 15.1 Any person, in good faith, may report perceived wrongdoing or make a complaint alleging a breach of the *Council Code of Conduct* by a Member. All reasonable attempts shall be made to keep the reports and complaints confidential until full investigation is completed, in order to protect the Member and complainant.
- 15.2 The report or complaint shall be in writing addressed to the Reeve, or the Deputy Reeve if the Reeve is the subject of the complaint, and include:
 - 15.2.1 The date and be signed by an identifiable individual; and
 - 15.2.2 Reasonable and probable grounds for the allegation that the Member has contravened this *Bylaw*, including a detailed description of the facts, as they are known, giving rise to the allegation.
- 15.3 The Council Member or Members who are the subject of the complaint will be provided a copy of the complaint and are to provide a written response to the allegations, which will be provided to all of Council.
- 15.4 Upon receipt of a complaint, Council shall meet "in-camera," excluding the Member or Members of Council concerned, review the complaint and written response or responses of the Council Member or Members and decide whether to proceed to investigate the complaint or not. Council, in its sole discretion, may decide to take no action on the

- complaint. The Council Member or Members concerned shall be notified of the Council decision.
- 15.5 If Council concludes that the Council Member or Members concerned have breached the statutory regulations, it may, in its sole discretion, decide to advise the Council Member or Members of its conclusion and approve moving forward with the appropriate proceedings pursuant to the *Act*.
- 15.6 At its sole discretion, Council may elect to conduct the investigation into the allegations or select a third party to investigate.

16. Sanctions

- 16.1 In the event that a Member has been determined to have violated any of these terms of Greenview's *Council Code of Conduct* or any provision of the *Act*, then Council may consider disciplinary action on the offending Member.
- 16.2 If Council determines that a complaint made under this *Bylaw* is valid, then Council, by resolution, may impose one or more of the following sanctions against the offending Member or Members:
 - 16.2.1 Verbal reprimand provided by the Reeve or Deputy Reeve;
 - 16.2.2 A letter of reprimand addressed to the Member or Members;
 - 16.2.3 Requesting the Member or Members to issue a letter of apology;
 - 16.2.4 Publication of a letter of reprimand or request for an apology and that Member's or Members' response;
 - 16.2.5 Suspension or removal of the appointment of a Member as the Reeve under Section 150(2) of the *Act* or as Deputy Reeve under Section 152 of the *Act*;
 - 16.2.6 Suspension or removal of the Reeve's presiding duties under Section 154 of the *Act*:
 - 16.2.7 Suspension or removal of the Member or Members from some or all Council committees or bodies to which Council has the right to appoint members;
 - 16.2.8 Request for an inquiry under Section 572 of the Act;
 - 16.2.9 Initiation of legal action under Section 175 of the Act;
 - 16.2.10 Reduction or suspension of remuneration as defined in Section 275.1 of the *Act* corresponding to a reduction in duties, including, but not limited to, limiting travel or expenses, and excluding allowances for attendance at Council meetings;
 - 16.2.11 Limiting access to Greenview buildings, aside from entering or leaving meeting rooms utilized for Council meetings;
 - 16.2.12 Return of Greenview's property, including laptops, tablets, cellular boosters;
 - 16.2.13 Any other sanction Council deems reasonable and appropriate in the circumstances, provided that the sanction does not prevent the Member or Members from fulfilling their legislated duties of a Councillor and the sanction is not contrary to the *Act*.
- 16.3 Any action taken by Council should include a timeframe and what remedial action is expected.
- 16.4 A decision to apply one or more of the sanctions detailed above requires a Council resolution.

17. Requirements to Fulfill Duties

- 17.1 This Council Code of Conduct, or any provision herein, and any sanctions imposed must not prevent a Councillor from fulfilling their legislated duties as a Councillor, as outlined in the Municipal Government Act.
- 17.2 Any provision deemed to prevent a Councillor from fulfilling their legislated duties, shall be declared invalid, however the rest of the *Council Code of Conduct* shall remain in effect.

18. Review

18.1 This *Bylaw* shall be brought forward for review at the beginning of each term of Council, when relevant legislation is amended, and at any other time that Council considers appropriate to ensure that it remains current and continues to accurately reflect the standards of ethical conduct expected of Members.

19. Coming Into Force

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

Read a first time this II day of June, A.D. 2018.

Read a second time this 25 day of June, A.D. 2018.

Read a third time and passed this 25 day of Jone, A.D. 2018.

RÉEVE

CHIEF ADMINISTRATIVE OFFICER

Title: COUNCIL MEMBER CODE OF ETHICS

Policy No: 1012

Approval: Council

Effective Date: November 26, 2013

Supersedes Policy No: (CO 03)



MUNICIPAL DISTRICT OF GREENVIEW NO. 16

"A Great Place to Live, Work and Play"

Policy Statement: The Council Members of the Municipal District of Greenview No. 16 (Greenview) will, at all times conduct themselves in a manner that is ethical, businesslike and lawful, and shall use the authority vested in them appropriately and, at all times, for the betterment of the community as a whole. Council Members will treat fellow Council Members, Greenview staff, residents, visitors and all other parties which they communicate with in the process of carrying out their duties with the utmost level of respect and dignity. Council Members who breech this policy shall be subject to sanctions as specified here within.

Purpose: The purpose of this policy is to establish ethical standards which are to be followed by Council Members and sanctions for those that breech these standards.

Principles:

- 1. The primary obligation of Council Members is to represent the best interests of Greenview. This accountability supersedes all other interests.
- Councillors shall 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
 interest of the municipality.
- 3. Council Members will observe a high standard of professionalism when representing Greenview in their dealings with the community. Councillors shall hold themselves to the highest standard when engaging in any form of public conduct.
- 4. Council Members' interactions with the public, press or other entities must recognize the same limitation of any Council Member to speak for Council, except to repeat explicitly stated Council decisions.
- 5. All Members of Council shall communicate and work toward the effective and consistent implementation of the positions and decisions of the Council, even if they disagree with Council decisions. In this way, Councillors will foster respect for the democratic decision making process.
- 6. Debate shall be considered healthy and be limited to the decisions that affect the programs of Greenview. Councillors will show respect for all other Members of Council and Greenview Staff.
- 7. Councillors will take all points of view into account when making decisions.
- 8. Council Members will think independently and refrain from forming allegiances with factions within Council.

- 9. Council Members shall not, either directly or indirectly release, make public or in any way divulge any information which is deemed to be confidential unless expressly authorized by Council or required by law to do so. This includes keeping confidential any aspect of in-camera deliberation, any information required to be kept in confidence as prescribed by Privacy Legislation and information subject to solicitor-client privilege.
- 10. No member of Council shall solicit or accept a reward, gift or benefit of any kind, personally or through a family member or friend which is connected directly or indirectly with the performance or duties of office; however, Members of Council are not precluded from accepting:
 - a) Rewards, gifts or benefits not connected with the performance or duties of office;
 - b) Political contributions that are accepted in accordance with applicable law:
 - c) Reasonable quantities of food and beverages at banquets, receptions, ceremonies or similar events;
 - d) Food, lodging, transportation and entertainment provided by other levels of governments or by other local governments, boards or commissions;
 - e) A reimbursement of expenses incurred in the performance of duties or office;
 - f) Token gifts such as souvenirs, mementos and commemorative gifts that are given in recognition of service or for attending an event;
 - g) Gifts that are received as an incident of protocol or social obligation that normally and reasonably accompany the responsibility of office.
- 11. Members of Council will not engage in any activity which would, or could reasonably be expected to, interfere with the ethical discharge of their duties; such activities could include, but would not be limited to:
 - a) Self-dealing or conduct of business or personal service between the Council Member and Greenview, except as provided for by the Municipal Government Act;
 - b) Using their position as Council member to obtain employment with Greenview for themselves or a member of their family;
 - c) Use any influence of the office for any purpose other than official duties;
 - d) Use any information gained in the execution of office that is not available to the general public for any purpose other than for official duties;
 - e) Placing themselves in a position of obligation to any person or organization which might reasonably benefit from special consideration or may seek preferential treatment;
 - f) Influencing any Administrative or Council decision or decision-making process involving or affecting any person or organization in which a Member or Members of Council have a financial interest.
- 12. Council Members will disclose their affiliations or interest with an organization that may affect their decision making on matters before Council, regarding that organization and this disclosure shall be noted in the meeting minutes.
- 13. Members of Council shall at all times conduct themselves in a manner that reflects the separation of roles and responsibilities between Council and Administration.
- 14. Council Members shall provide leadership to the Chief Administrative Officer as a body and not individually.

- 15. Comments or concerns about the performance or actions of any staff member will only be made by the Council Member in confidence to the Chief Administrative Officer.
- 16. Requests for information from Council Members shall be vetted through the Chief Administrative Officer's office, or through his or her designate, and any information provided shall be provided to all Council Members.
- 17. Council Members shall not give direction to any municipal employee or contracted resource, other than to, or through, the Chief Administrative Officer or his or her designate.
- 18. No Member of Council shall commit Greenview to any specific course of action, expenditure, or use of municipal resources.
- 19. All personnel matters shall be dealt with strictly in camera.
- 20. Members of Council shall not discriminate against anyone on the basis of their race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or disability.
- 21. Council Members shall not harass anyone where, in accordance with the Human Rights Code, harassment shall mean engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.
- 22. Any Member of Council who believes that this policy has been contravened by another Member of Council is to advise the member and the Reeve in writing of the complaint. If the Reeve is the subject of the complaint, then the complaint shall be provided to the Deputy Reeve. The matter will then be referred to the next Regular Council meeting to be discussed in camera.
- 23. Council will determine, as a whole whether or not there is validity to any complaint brought forward pursuant to this policy, regarding any Member of Council.
- 24. If Council determines that a complaint reviewed under this policy is valid then Council, by resolution, may impose one or more of the following sanctions against the offending party(s):
 - a) Verbal reprimand provided by the Reeve or Deputy Reeve;
 - b) Written Censure;
 - c) Termination of the Council Member's appointment to one or more committees or boards;
 - d) Request for an inquiry under Section 572 of the Municipal Government Act;
 - e) Initiation of legal action under Section 175 of the Municipal Government Act.

Approved: <u>13.11.643</u>



REQUEST FOR DECISION

SUBJECT: Bylaw 21-878 Grande Cache Cemetery

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION MEETING DATE: January 11, 2022 CAO: SW MANAGER: KK DEPARTMENT: ECONOMIC DEVELOPMENT GM: MH PRESENTER: LL

STRATEGIC PLAN: Quality of Life LEG: SS

RELEVANT LEGISLATION:

Provincial (cite) – Cemeteries Act, RSA 2000, Chapter C-3, Municipal Government Act RSA 2000 M-26, Public Health Act, RSA 2000, c. P-37, General Regulation AR 249/98, Bodies of Deceased Persons Regulation AR 135/2008

Council Bylaw/Policy (cite) -Bylaw 811 Cemetery, Bylaw 21-878 Grande Cache Cemetery

RECOMMENDED ACTION:

MOTION: That Council give first reading to Bylaw 21-878 Grande Cache Cemetery.

MOTION: That Council give second reading to Bylaw 21-878 Grande Cache Cemetery.

BACKGROUND/PROPOSAL:

Administration is bringing forward an updated Grande Cache Cemetery bylaw as the current one is outdated and is not a true reflection of the current operations.

The processes of internment and disinterment shall remain the same, the changes being brought forward cover the operation of the cemetery and ensuring all relevant regulations are covered.

The revised bylaw provides authority of the cemetery operations to the CAO or designate rather than the Manager of Public Works in Grande Cache.

As well the maintenance and care of the Grande Cache cemetery has been updated in this bylaw to better aid the operations carried out by Greenview staff. Previously, staff were unable to move monuments. Now, if a monument is found to be a hazard or removal is required to gain access to a plot for interment preparation, staff may do so without the permission of the owner, provided the monument is replaced in its original position. Further, if a monument is in a state of disrepair which may pose a hazard or risk to the public or is detrimental to the maintenance and aesthetics of the Cemetery, and the disrepair has not been caused by Cemetery operations, the monument may be removed and placed in storage if after 30 days following a written notice, the owner does not repair or remove the monument.

Planting of trees and shrubs is no longer permitted as the root systems interfere with new and existing plots.

A number of additional general provisions have also been added to address concerns brought forward by staff and public over the years, such as no vehicles with trailers, a maximum speed of 30 km/h, no pets and no solicitation.

The Grande Cache Cemetery is the only Greenview cemetery that Greenview staff operate as there is no cemetery committee in Grande Cache to look after this.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is that Greenview will have a clear updated bylaw for the Grande Cache cemetery following legislation.

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 Bylaw No. 21-878 for further discussion or information.

Alternative #2: Council may make additional recommendations.

FINANCIAL IMPLICATION:

There are no financial implications to the recommended motion.

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

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

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Administration will make any recommended changes and bring the bylaw back to Council for third reading.

ATTACHMENT(S):

- Bylaw 21-878 Grande Cache Cemetery Bylaw
- Bylaw 811 Cemetery Bylaw



BYLAW No. 21-878 of the Municipal District of Greenview No. 16

A Bylaw of the Municipal District of Greenview No. 16 to provide for the control and regulation of the Grande Cache Cemetery

Whereas, Greenview owns a parcel of land in Lot A, Plan 6285 NY, containing 8.90 acres described as the NE ¼ of Section 4, Township 57, Range 8, West of the 6th Meridian, known as the Grande Cache Cemetery; and

Whereas, pursuant to the Municipal Government Act, RSA 2000, Chapter M-26 as amended, section 7 provides that a council may pass a bylaw for the purpose respecting (a) the safety, health and welfare of people and the protection of people and property and section 7(f) for services provided by or on behalf of the municipality, and

Whereas, Greenview deems it desirable to provide for the control and regulation of the Cemetery under the control of Greenview in accordance with the Cemeteries Act, RSA 2000, Chapter C-3; and

Therefore, the Council of the Municipal District of Greenview No. 16, duly assembled, enacts as follows:

1. TITLE

1.1. This bylaw shall be called the Grande Cache Cemetery Bylaw

2. **DEFINITIONS**

- 2.1. In this bylaw, unless the context otherwise requires:
 - A) **Burial Permit** means a burial permit issued under the Vital Statistics Act, R.S.A 2000, c. V-4, as amended, by the Director of Vital Statistics.
 - B) Block shall mean a specific area within the cemetery as designated by Greenview.
 - C) **Cemetery** shall mean the Grande Cache Municipal Cemetery in the Hamlet of Grande Cache, owned and operated by and under the control of Greenview and situated on Lot A, Plan 6285 NY, containing 8.90 acres described as part of the NE¼ of Section 4, Township 57, Range 8, West of the 6th Meridian.
 - D) **Chief Administrative Officer** (CAO) shall mean the Chief Administrative Officer for the Greenview.
 - E) **Columbarium** shall mean a structure designed for storing the ashes of dead human bodies or other human remains that have been cremated.

- F) **Council** shall mean the Council for Greenview.
- G) **Cremated Remains** means human bone fragments that remain after cremation that may also include the residue or any other materials cremated with the Human Remains
- H) **Director of Vital Statistics** means a Director appointed under the Vital Statistics Act, R.S.A 2000, c. V-4, responsible for issuing Burial Permits and Disinterment Permits.
- 1) **Disinter** means the removal of human remains, from a closed or sealed Plot or Niche.
- J) **Disinterment Permit** means the permit issued by a Director of Vital Statistics authorizing a Disinterment pursuant to the Cemeteries Act R.S.A 2000, c. C-3, as amended.
- K) Fees and Charges means the amount to be paid for Interment, Disinterment, use and care of Plots, and any other Cemetery supplies or Cemetery services as defined under the Cemeteries Act R.S.A 2000, c. C-3, as amended, and any other amounts as approved by the Council and specified in the Schedule of Fees Bylaw, as amended from time to time.
- L) Greenview means the Municipal District of Greenview No. 16.
- M) **Indigent** shall mean a person without means, support, or known relatives requiring burial at the Cemetery.
- N) Interment means the closing and burial of a casket containing a human body or human remains or, in the case of a Green Interment, a shroud containing a human body or human remains, or in the case of cremated human remains, an urn, in an in-ground Plot or Niche.
- O) Hours of Work shall mean the regular hours of work between 8:00 am and 4:30 pm Monday through Friday, excluding declared or Statutory Holidays.
- P) **Maintenance** shall mean the care, up keep and grooming of cemetery grounds excluding the care, maintenance, upkeep, repair or replacement of any monument or any object which has been placed as a marker.
- Q) Marker means a Monument constructed of bronze or granite, set flush and level with the ground on a designated Marker Plot.
- R) **Medical Health Officer** means the person duly appointed from time to time by the Provincial Government to act as the Regional Medical Health Officer.

- S) **Monument** shall mean any structure in the Cemetery erected or constructed on any grave or Plot, for monument purposes.
- T) **Monument Base** means a portion of the Monument to provide stability and protection for the Monument.
- U) **Monument Foundation** means the in-ground foundation, constructed to stabilize the Monument and Monument Base.
- V) **Niche** means a recessed space in a Columbarium used or intended to be used for the Interment of cremated remains.
- W) **Owner** means the person, corporation or other legal entity that has purchased a Grave Plot or Niche in a Cemetery, or Columbarium in accordance with the provisions of this Bylaw.
- X) **Person** shall include an individual, partnership or corporation.
- Y) Plot shall mean an interment space, which shall include niches, graves and cremains on any Plot.
- Z) Reserve Plot shall mean a Plot or number of Plots which lie adjacent to one another and which are to be reserved for the burial of one or more deceased members of a family.
- AA) Sales Contract means the agreement made and signed between the Owner and Greenview in accordance with this Bylaw, for the purchase of a Plot or Niche or any Cemetery supplies and/or Cemetery services as defined under the Cemeteries Act, R.S.A. 2000, c. C-4 and the specific terms of the sales agreement.
- BB) **Scattering** means the Scattering of cremated human remains upon the surface of the Cemetery.
- CC) **Bylaw Enforcement Officer** shall mean a Bylaw Enforcement Officer appointed by the Greenview pursuant to the Municipal Government Act, to enforce Greenview bylaws, and includes a member of the Royal Canadian Mounted Police and, when authorized by Council, a Community Peace Officer.
- DD) **Veteran** shall mean a person who was a member of the Armed Forces of Canada, the United Kingdom or any Armed Forces of a country allied with Canada or the United Kingdom who served in any war.

3. **DUTIES, RIGHTS AND POWERS**

- 3.1. The CAO, or designate, shall have the sole control of all matters within the Cemetery that are concerned with the maintenance of the grounds in a neat and pleasing condition, and to that end, is hereby authorized to regulate and control the Cemetery grounds in accordance with this bylaw, the Cemeteries Act, R.S.A. 2000, Chapter C-3, and any applicable regulations.
 - A) Authorizing an Interment or Disinterment
 - B) Coordinating, supervising, and directing the work of all Employees, contractors, and suppliers relating to the Cemetery
 - C) Making expenditures relating to the Cemetery in accordance with the approved capital and operating budgets for the Cemetery and
 - D) Such other responsibilities as may be directed by the CAO from time to time.
- 3.2. The CAO, or designate, may assign one or more Employees to be responsible for the day-to-day operations of the Cemetery including but not limited to:
 - A) Digging, preparing, opening and closing Plots;
 - B) Opening and sealing Niches;
 - C) Supervising and directing all work performed by outside contractors and suppliers;
 - D) Directing all funerals in the Cemeteries to the correct Plot or Niche;
 - E) Maintaining the Cemeteries in a neat and tidy condition including maintaining walls, fences, gates, paths and other improvements; and
 - F) Such other duties and tasks relating to the operation, of the Cemeteries as deemed appropriate by the CAO, or designate, from time to time.
- 3.3. The CAO, or designate, shall keep a record of all Plots in the cemetery. Such record shall indicate vacant Plots available for sale, occupants of those Plots used for interment and owners names of reserved Plots.
- 3.4. On those matters about which this bylaw is silent, the provisions of the Provincial Cemeteries Act, as amended, and other Provincial Regulations shall apply.

4. RECORDS AND SALE OF PLOTS

- 4.1. Plans for burial purposes, including a record of all interments and disinterment will be kept at the Grande Cache Administration Office. Copies of all such plans shall be available for inspection, free of charge, at the Grande Cache Administration Office during regular office hours.
- 4.2. Any person wishing to purchase a Plot, Niche or other space or a Monument in the Cemetery is required to enter into a written Sales Contract with Greenview, which shall include.
 - A) The name and address of the purchaser;
 - B) The date of the purchase;
 - C) The amount of the sale and terms of payment;
 - D) In the case of a Plot, its location, area or dimensions; or
 - E) In the case of a Niche, the number or other designation of the Niche; and
 - F) Any other information the CAO, or designate, deems necessary or appropriate.

- 4.3. Ownership of all Cemetery lands remains vested in Greenview at all times. The Owner only acquires the right and privilege for the Interment of human remains and cremated remains, and the installation of Monuments, all in accordance with this Bylaw and the Cemeteries Act, R.S.A. 2000, c. C-3 and all regulations passed thereunder.
- 4.4. All Plots and Niches shall be held and disposed of free from the provisions of the Land Titles Act, R.S.A. 2000, c. L-4.
- 4.5. Plots shall be available for the burial of human remains at all times.
- 4.6. No person shall make a reservation for one or more Plots without making payment in full at the time of the reservation.
- 4.7. Upon payment of the full price of any Plot, Greenview shall provide a receipt for the said sum.
- 4.8. No reserved Plot shall be sold other than back to Greenview at 100% of the sale price for the Plot at the time of purchase. A copy of the original receipt must be submitted as 'Proof of Purchase'. If an original receipt is not available, a Plot can only be sold back to Greenview upon an approved request of Council.
- 4.9. Lots may be transferred to relatives by written request and payment of transfer fee to Greenview.
- 4.10. Charges for Plots and the fees to be charged for opening and closing shall be in accordance with the rates established in the Schedules of Fees bylaw.
- 4.11. Veterans and destitute or indigent person will not be charged for a Plot.
- 4.12. Upon the sale of a Plot, the owner of the Plot waives any claim to Greenview arising by reason of any error or inaccuracy of any Plot. Greenview will undertake to avoid any errors of description, but its liability shall only extend to a refund of the Plot or a Plot assigned otherwise situated in the cemetery.
- 4.13. The rights granted by the sale shall not be transferred to any other person without the consent of Greenview.
- 4.14. If the plot(s) Owner is deceased, and a conflict arises in regards to the lot(s) and management thereof in the absence of a Court Order, the people in the following order of priority will make the decision:
 - A) The personal representative designated in the will of the deceased;
 - B) The spouse of the deceased if the spouse was living with the deceased at the time of death, or a person who had been living with the deceased at the time of death as spouse for a continuous period of at least 2 years;

- C) An adult child of the deceased;
- D) A parent of the deceased;
- E) A guardian of the deceased under the Dependant Adults Act or, if the deceased is a minor, under the Child Welfare Act or the Domestic Relation Act;
- F) And adult grandchild of the deceased;
- G) An adult nephew or niece of the deceased;
- H) An adult next of kin of the deceased determined on the basis provided by sections 8 and 9 of the Intestate Succession Act;
- The Public Trustee;
- An adult person having some relationship with the deceased not based on blood ties or affinity;
- K) The Minister of Family and Social Services.

5. INTERMENT AND DISINTERMENT

- 5.1. A person delivering a body labeled under the **Bodies of Deceased Persons Regulation** AR 135/2008 as being infected with a communicable disease, shall inform the CAO, or designate, at least 48 hours prior to the time of delivering the remains.
- 5.2. Each Interment of a deceased human body or the cremated remains shall be made in a completely enclosed container, in accordance with the **Cemeteries Act**, RSA 2000, c.C-3, as amended, the **Public Health Act**, R.S.A. 2000, c. P-37, as amended and all applicable Regulations and approved by the CAO, or designate.
- 5.3. In all Plots containing one or more dead human bodies or one or more sets of human remains, the caskets shall be buried in accordance with the **General Regulations** AR 249/98 as amended.
- 5.4. Each Interment in a Plot shall provide for not less than 0.9 m (3 ft.) of earth between the general surface level of the ground at the Plot and the upper surface level of the casket containing the human remains.
- 5.5. Each Interment of cremated remains, in an area so designated, shall provide for not less than 0.3 m (1 ft) of earth between the general surface level of the ground at the Plot and the upper surface level of the container.
- 5.6. The Funeral Home shall provide a burial permit for Greenview's records.
- 5.7. Plots shall not be used for any purpose other than burial grounds for human remains.
- 5.8. All burials are to be made within the confines of a single Plot. There shall not be more than one full body burial in a single Plot.
- 5.9. A maximum of two cremated remains may be buried in one Plot.

- 5.10. An Owner, who makes application for an Interment, shall provide the CAO, or designate, the following information, and always meeting the requirements of the applicable Provincial Acts and regulations:
 - A) The name, age, date of birth, and date of death of the deceased person;
 - B) A copy of the Burial Permit;
 - C) A copy of the Sales Contract or proof of ownership;
 - D) Whether the body has been labeled in accordance with the Bodies of Deceased Persons Regulation, AR 135/2008 as being infected with a communicable disease;
 - E) The time and date of the funeral;
 - F) The name of the funeral director or other person in charge of the funeral of the deceased person;
 - G) If applicable, the service number of a Veteran and if required, the service number of a Veteran's Spouse;
 - H) The name and mailing address of the Owner; and
 - 1) any other information the CAO, or designate, may reasonably request.
- 5.11. Notification of intention to inter must be given to Greenview during regular office hours at least seventy-two hours prior to the time of the interment. This notification may be waived by the CAO when the body to be interred died from a contagious disease or special circumstances so require.
- 5.12. All Plots shall be opened and closed by Greenview or its contractors or agents.
- 5.13. No interment shall be made without the written proof of ownership of the Plot.
- 5.14. Greenview shall only prepare a Plot for interment by means of digging the grave and putting metal shoring into the grave to stabilize the surrounding soil and will not provide lowering devices, mats, wreaths, flowers, or any other devices at the time of said interment.
- 5.15. The burial of destitute or indigent persons may be placed in a Plot or Plots of the Cemetery as may be designated by the CAO, or designate, or as indicated on the Cemetery plans located at the Grande Cache Administration Office.
- 5.16. All work being conducted in the immediate vicinity of a Plot shall be discontinued during a burial service at the cemetery.
- 5.17. Disinterment of a body or ashes shall not take place until a permit for disinterment is issued by Provincial Director of Vital Statistics and delivered to Greenview and all applicable fees paid in accordance with the Schedules of Fees Bylaw.
- 5.18. No casket, container or shroud may be opened without a Court Order or the written consent of the Owner, or their delegate.

- 5.19. A replacement casket/container may be required when Disinterring remains, the cost of which shall be payable by the Owner.
- 5.20. All interments and disinterments in the Cemetery shall be under the control of the CAO, or designate.
- 5.21. Every Owner of a Plot in the Cemetery, or the owner's personal representative, shall be held responsible for the cost of the Plot and for all charges in connection therewith, including disinterment or removal of a body when applicable. The person signing the burial order will be held responsible for all charges in connection with such interment or disinterment.
- 5.22. Notwithstanding the aforementioned, from time to time human remains may be encountered, given that the Cemetery lands may have been used as a pioneer Cemetery. In that event, and assuming no record of the decedent exists, remains shall be respectfully relocated to a location prepared and designated on the site for the purposes of re-interring remains that are unexpectedly encountered.

6. **SCATTERING OF CREMATED REMAINS**

- 6.1. Cremated remains shall not be spread on the Cemetery grounds.
- 6.2. Cremated remains shall be interred without a container or in a biodegradable urn a minimum of .3 m (1 ft) below the general surface level of the ground or in a designated space in the Columbarium.

7. **MONUMENTS**

- 7.1. All Persons employed in the construction and erection of monuments or doing other work in the Cemetery, whether they are employed by Greenview or not, shall be subject to the direction and control of the CAO, or designate. No work shall proceed until it is authorized by the CAO, or designate.
- 7.2. Monuments are installed by contractors at the request of the Plot owner or the Plot owner's personal representative.
- 7.3. The CAO, or designate, upon receiving a written request for the placement or installation of a Monument, may request such information as may, in the opinion of the CAO, or designate, be required to ensure that the Monument is placed in a manner that accords with this Bylaw and any applicable Greenview policy, and may place conditions upon any approval or permit granted.
- 7.4. All monuments shall be supplied by the Owner, in accordance with this Bylaw.

- 7.5. Any Monument that is illegally placed or does not conform to this Bylaw will be removed at the Owner's expense.
- 7.6. All Monuments are the property of the Owner and all required maintenance or repair of the Monument is the sole responsibility of the Owner.
- 7.7. All monuments must remain fully on the Plot purchased (not encroaching on another Plot).
- 7.8. Headstones can be a maximum of 5' in height.
- 7.9. Monuments shall be in keeping with the appearance of other monuments in the Cemetery and with the character of the Cemetery.
- 7.10. If, in the opinion of the CAO or Designate, any Monument is in a state of disrepair which may pose a hazard or risk to the public or is detrimental to the maintenance and aesthetics of the Cemetery, and the disrepair has not been caused by Cemetery operations, the CAO, or designate may issue the Owner, at their last known mailing address, 30 days' written notice requiring the Monument to be repaired or removed. If the Monument has not been repaired or removed in accordance with the written notice, then the CAO or Designate may remove the Monument from the Cemetery and put it into secure storage. The Monument may be replaced if the disrepair is remedied to the satisfaction of the CAO, or designate. All Monument removal, repair, storage and replacement costs are at the sole cost of the Owner.
- 7.11. Greenview will not be responsible for any errors resulting in monuments being designed, or the description on the face being inaccurate.
- 7.12. Greenview will not be responsible for normal wear and tear on monuments, this includes small chips and scratches from maintenance equipment.
- 7.13. The CAO, or designate, may arrange for the temporary removal of a monument without permission of the Owner if, during the excavation of an adjoining Plot, or other works, the Monument is found to be a hazard or removal of the Monument is required to gain access to a Plot for Interment preparation, provided the Monument is replaced in its original position on the Plot as soon as is reasonably possible. This work shall be done at the cost of Greenview.
- 7.14. Monument installations shall only occur under the direction and supervision of the CAO, or designate.
- 7.15. All work shall be performed during regular business hours of the Cemetery excluding statutory holidays.

8. MAINTENANCE AND CARE

- 8.1. Cemetery maintenance is to be supplied by Greenview, which is to include the seeding of Plots, watering, seasonal cutting of grass and weeds and keeping Plots in a well maintained condition. Cemetery maintenance shall not mean the care, maintenance, upkeep, repair or replacement of any monument or any object which has been placed as a marker.
- 8.2. Greenview is authorized to remove, or have removed, any weeds, grass, funeral designs or floral pieces which may become wilted, or any other article or thing which, in the opinion of Greenview is unsightly.

9. **GENERAL PROVISIONS**

- 9.1. No person shall disturb the quiet and good order of the Cemetery by noise or other improper conduct.
- 9.2. No person shall drive a vehicle in a Cemetery at a speed of more than 30 km/h, shall be subject to the directions and orders of the CAO, or designate, and must adhere to the applicable laws in force at the time in the Province of Alberta.
- 9.3. The owner of any moving vehicle shall be responsible for any damage done by such vehicle within the boundaries of the Cemetery.
- 9.4. No person shall drive any vehicle with a trailer within the Cemetery without first obtaining the written permission from the CAO, or designate, prior to entering the Cemetery.
- 9.5. No person shall drive a vehicle over any lawns, gardens or flower beds unless permitted by the CAO, or designate.
- 9.6. All persons and funeral processions in the Cemetery shall obey the instructions of the CAO, or designate.
- 9.7. No person shall destroy, cut, pick, break or damage any tree, shrub or plant in the Cemetery except as directed by the CAO, or designate.
- 9.8. No person shall create any nuisance, engage in activities such as games or sport, or otherwise engage in any activity that is, in the opinion of the CAO, or designate, a Peace Officer or Bylaw Enforcement Officer, indecent or disrespectful, disturbing to the solemnity or repose of a Cemetery, or disturbing of other persons assembled for the purpose of a funeral or interment within a Cemetery or Columbarium.
- 9.9. No person having care, control or ownership of a domestic animal, shall allow or permit that animal to be present within the boundaries of any Cemetery or Columbarium. This section does not apply to Service Dogs.

- 9.10. No person shall at any time, take or ride into the cemetery on an Off-Highway vehicle as defined in the Highway Safety Act.
- 9.11. Greenview will take all reasonable precautions to protect the property within the Cemetery, but assumes no responsibility for the loss of, or damage to, any monument, marker or part thereof, or any other article placed on a Plot or to a Plot itself.
- 9.12. No person shall write upon, deface, injure or change the position of any monument stone or other structure within the cemetery.
- 9.13. No person shall deposit any litter of any kind on any portion of the lands within the boundaries of the Cemetery except in the receptacles provided for that purpose
- 9.14. Cut flowers, wreaths, floral offerings, artificial flowers or other articles may be placed on Plots, but will be removed by the CAO, or designate, when their condition is considered to be detrimental to the aesthetics of the Cemetery or for the purpose of regular Cemetery maintenance. Any article removed pursuant to this Section, will be held at the Public Service building for collection. After 14 days, the Cemetery will dispose of any unclaimed items. The Cemetery is not obligated to give notice of removal or disposition.
- 9.15. Artificial wreaths and flowers will be allowed from the last cutting of the lawn in the fall, approximately October 1st, until the first cutting in the spring, approximately May 15th. Artificial flowers remaining in the Cemetery after May 15 will be removed and stored at the Public Services building until June 1 of each year, at which time they will be disposed.
- 9.16. No person shall plant any shrubs, trees, bulbs or flowers in any part of any Cemetery except the CAO, or designate. Nor shall any seeds or wildflower mixes be scattered. Illegally planted plant material will be removed by the CAO, or designate.
- 9.17. Children under the age of twelve years must be accompanied by an adult, who shall be responsible for the child's good conduct.
- 9.18. Selling of flowers or plants or soliciting the sale of any commodity or advertising of any sort in a Cemetery is prohibited, except as permitted by Greenview.
- 9.19. Nothing in this Bylaw relieves a person from compliance with any and all applicable Federal and Provincial laws and/or regulations, and/or other Bylaws and/or regulations of Greenview.
- 9.20. Greenview is not liable for exercising its discretion to not take action pursuant to this Bylaw if that decision is made in good faith.

9.21. Nothing in this Bylaw shall restrict Greenview's rights at common law or under any applicable legislation to enforce its rights and obligations with respect to the Cemeteries.

10. ENFORCEMENT

10.1. Any person who contravenes a provision of this bylaw is guilty of an offence and is liable to pay a fine not exceeding \$500.00 exclusive of costs, for breach thereof.

11. SEVERBILITY

11.1. Should any provision of this bylaw be invalid, then such invalid provision shall be severed and the remaining bylaw shall be maintained.

12. REPEAL

12.1. Bylaw 811 Cemetery Bylaw and all amendments thereto are hereby repealed.

13. COMING INTO FORCE

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

Read a first time this	day of	_, 2021.	
Read a second time this	day of	, 2021.	
Read a third time this	day of	, 2021.	
		REEVE	
		CHIEF AD	MINISTRATIVE OFFICER

Town of Grande Cache BYLAW NO. 811

BEING A BYLAW OF THE TOWN OF GRANDE CACHE IN THE PROVINCE OF ALBERTA. TO PROVIDE FOR THE CONTROL AND REGULATION OF THE **GRANDE CACHE MUNICIPAL CEMETERY**

WHEREAS the Town of Grande Cache owns a parcel of land in Lot A, Plan 6285 NY, containing 8.90 acres described as the NE 1/4 of Section 4, Township 57, Range 8, West of the 6th Meridian, known as the Grande Cache Cemetery, and

WHEREAS pursuant to the Municipal Government Act, RSA 2000, Chapter M-26 as amended, section 7 provides that a Municipal Council may pass a Bylaw for the purposes respecting (a) the safety, health and welfare of people and the protection of people and property and section 7(f) for services provided by or on behalf of the municipality, and

WHEREAS the Town deems it desirable to provide for the control and regulation of the Cemetery under the control of the Town in accordance with the Cemeteries Act, RSA 2000, Chapter C-3; and

NOW THEREFORE the Council of the Town of Grande Cache, duly assembled in Council Chambers in Grande Cache, Alberta, enacts as follows:

1.0 TITLE

This bylaw shall be called the 'Cemetery Bylaw'.

2.0 **DEFINITIONS**

- 2.1 In this bylaw, unless the context otherwise requires:
 - a) Block shall mean a specific area within the cemetery as designated by the Town of Grande Cache.
 - b) Cemetery shall mean the Grande Cache Municipal Cemetery in the Town of Grande Cache, owned and operated by and under the control of the Town and situated on Lot A, Plan 6285 NY, containing 8.90 acres described as part of the NE ¼ of Section 4, Township 57, Range 8, West of the 6th Meridian.
 - c) Chief Administrative Officer (CAO) shall mean the Chief Administrative Officer for the Town of Grande Cache.
 - d) Columbarium shall mean a structure designed for storing the ashes of dead human bodies or other human remains that have been cremated.
 - e) Council shall mean the Council for the Town of Grande Cache.
 - f) Indigent shall mean a person without means, support, or known relatives requiring burial at the Cemetery.
 - g) Hours of Work shall mean the regular hours of work between 7:30 am and 3:30 pm Monday through Friday, excluding declared or Statutory Holidays.
 - h) **Maintenance** shall mean the care, up keep and grooming of cemetery grounds excluding the care, maintenance, upkeep, repair or replacement of any monument or any object which has been placed as a marker.
 - i) Monument shall mean any structure in the Cemetery erected or constructed on any grave or Plot, for memorial purposes.
 - j) Perpetual Care shall mean the care supplied by the Town of Grande Cache which is to include seeding of plots and grave surfaces, watering, seasonal cutting of grass and weeds and keeping plots in a well maintained condition.

Chair Initial

CAO Initial

- k) **Person** shall include an individual, partnership or corporation.
- I) Plot shall mean an interment space, which shall include niches, graves and cremains on any plot.
- m) Reserve Plot shall mean a Plot or number of Plots which lie adjacent to one another and which are to be reserved for the burial of one or more deceased members of a family.
- n) Town shall mean the Town of Grande Cache.
- o) Town Bylaw Enforcement Officer shall mean a Bylaw Enforcement Officer appointed by the Town pursuant to the Municipal Government Act, to enforce Town bylaws, and includes a member of the Royal Canadian Mounted Police and, when authorized by Council, a Community Peace Officer.
- p) Veteran shall mean a person who was a member of the Armed Forces of Canada, the United Kingdom or any Armed Forces of a country allied with Canada or the United Kingdom who served in any war.

3.0 **DUTIES, RIGHTS AND POWERS**

- The Manager of Public Works and Utilities shall have the sole control of all matters 3.1 within the Cemetery that are concerned with maintaining of the grounds in a neat and pleasing condition, and to that end, is hereby authorized to regulate and control the Cemetery grounds.
- 3.2 The Chief Administrative Officer or designate shall keep a record of all plots in the cemetery. Such record shall indicate vacant plots available for sale, occupants of those plots used for internment and owners names of reserved plots.
- On those matters about which this bylaw is silent, the provisions of the Provincial 3.3 Cemeteries Act, as amended, and other Provincial Regulations shall apply.

RECORDS AND SALE OF PLOTS 4.0

- Plans for burial purposes, including a record of all interments and disinterments 4.1 will be kept at the Town Office. Copies of all such plans shall be available for inspection, free of charge, at the Town Office during regular office hours.
- 4.2 Plots shall be available for the burial of human remains at all times.
- 4.3 No person shall make a reservation for one or more plots without making payment in full at the time of the reservation.
- 4.4 Upon payment of the full price of any Plot, the Town shall provide a receipt for the said sum.
- 4.5 No reserved plot shall be sold other than back to the Town at 100% (90% OR another percentage) of the sale price for the plot at the time of purchase. A copy of the original receipt must be submitted as 'Proof of Purchase'. If an original receipt is not available, a plot can only be sold back to the Town upon an approved request of Council.
- Charges for plots and the fees to be charged for opening and closing shall be in 4.6 accordance with the rates established in Schedule A of this bylaw.
- Veterans and destitute or indigent person will not be charged for a plot. 4.7

Chair Initial

CAO Initial

Upon the sale of a plot, the owner of the plot waives any claim to the Town arising 4.8 by reason of any error or inaccuracy of any plot. The Town will undertake to avoid any errors of description, but its liability shall only extend to a refund of the plot or a plot assigned otherwise situated in the cemetery.

5.0 INTERMENT AND DISINTERMENT

- The Funeral Home shall provide a burial permit for the Town's records. 5.1
- Plots shall not be used for any purpose other than burial grounds for human 5.2 remains.
- All burials are to be made within the confines of a single Plot. There shall not be 5.3 more than one full body burial in a single Plot.
- A maximum of two cremated remains may be buried in one plot. 5.4
- Notification of intention to inter must be given to the Town during regular office 5.5 hours at least seventy-two hours prior to the time of the interment. notification may be waived by the Chief administrative Officer when the body to be interred died from a contagious disease or special circumstances so require.
- All plots shall be opened and closed by the Town of Grande Cache. 5.6
- 5.7 No interment shall be made without the written proof of ownership of the Plot.
- The owner of a plot, or the person instructing the Town of Grande Cache to open a 5.8 plot, shall give complete and precise instructions regarding the location within the plot. The Town of Grande Cache shall not be responsible for any errors resulting from the lack of proper instruction.
- 5.9 The Town of Grande Cache shall only prepare a plot for interment by means of digging the grave and putting metal shoring into the grave to stabilize the surrounding soil and will not provide lowering devices, mats, wreaths, flowers, or any other devices at the time of said interment.
- The burial of destitute or indigent persons may be placed in a plot or plots of the Cemetery as may be designated by the Manager of Public Works and Utilities or as indicated on the Cemetery plans located at the Town of Grande Cache Administration Office.
- All work being conducted in the immediate vicinity of a Plot shall be discontinued during a burial service at that Plot.
- Disinterment of a body or ashes shall not take place until a permit for disinterment 5.12 is issued by Provincial Director of Vital Statistics and delivered to the Town.
- The person requesting a disinterment shall give complete and precise instructions regarding the location of the grave. The Town shall not be responsible for any errors resulting from the lack of proper instruction.
- All interments and disinterments in the Cemetery shall be under the control of the 5.14 Manager of Public Works and Utilities.
- 5.15 Every owner of a Plot in the Cemetery, or the owner's personal representative, shall be held responsible for the cost of the Plot and for all charges in connection therewith, including disinterment or removal of a body when applicable. person signing the burial order will be held responsible for all charges in connection with such interment.

Chair Initial

CAO Initial

6.0 **MONUMENTS**

- 6.1 All Persons employed in the construction and erection of monuments or doing other work in the Cemetery, whether they are employed by the Town or not, shall be subject to the direction and control of the Manager of Public Works and Utilities. No work shall proceed until it is authorized by the Manager of Public Works and Utilities or designate.
- 6.2 Monuments are installed by contractors at the request of the Plot owner or the Plot owner's personal representative.
- 6.3 All monuments must remain fully on the plot purchased (not encroaching on another Plot).
- 6.4 Headstones can be a maximum of 5' in height.
- 6.5 Monuments shall be in keeping with the appearance of other monuments in the Cemetery and with the character of the Cemetery.
- The Town will not be responsible for any errors resulting in monuments being 6.6 designed, or the description on the face being inaccurate.
- 6.7 The Town will not be responsible for normal wear and tear on monuments, this includes small chips and scratches from maintenance equipment.

7.0 **MAINTENANCE AND CARE**

- 7.1 Cemetery maintenance is to be supplied by the Town of Grande Cache which is to include the seeding of plots, watering, seasonal cutting of grass and weeds and keeping plots in a well maintained condition. Cemetery maintenance shall not mean the care, maintenance, upkeep, repair or replacement of any monument or any object which has been placed as a marker.
- 7.2 The Town of Grande Cache is authorized to remove, or have removed, any weeds, grass, funeral designs or floral pieces which may become wilted, or any other article or thing which, in the opinion of the Town of Grande Cache is unsightly.
- 7.3 If any existing tree or shrub, for any reason interferes with the free use of any plot, the Town of Grande Cache is hereby authorized to remove the tree or shrub or any part thereof.

8.0 **GENERAL PROVISIONS**

- 8.1 No person shall disturb the quiet and good order of the Cemetery by noise or other improper conduct.
- The owner of any moving vehicle shall be responsible for any damage done by 8.2 such vehicle within the boundaries of the Cemetery.
- 8.3 No person shall at any time, take or ride into the cemetery on an Off-Highway vehicle as defined in the Highway Safety Act.
- 8.4 The Town of Grande Cache will take all reasonable precautions to protect the property within the Cemetery, but assumes no responsibility for the loss of, or damage to, any monument, marker or part thereof, or any other article placed on a plot or to a plot itself.
- 8.5 No person shall write upon, deface, injure or change the position of any monument stone or other structure within the cemetery.

Chair Initial



8.6 No person shall deposit any litter of any kind on any portion of the lands within the boundaries of the Cemetery except in the receptacles provided for that purpose.

9.0 ENFORCEMENT

9.1 Any person who contravenes a provision of this bylaw is guilty of an offence and is liable to pay a fine not exceeding \$500.00 exclusive of costs, for breach thereof.

10.0 SEVERBILITY

10.1 Should any provision of this bylaw be invalid, then such invalid provision shall be severed and the remaining bylaw shall be maintained.

11.0 EFFECTIVE DATE

- 11.1 Bylaw Nos. 96, 97 and 344 are hereby repealed and Resolution No. 082/10 is hereby rescinded.
- 11.2 This bylaw shall come into effect upon third and final reading.

READ a first time this seventeenth day of August, 2016

READ a second time this seventeenth day of August, 2016

READ a third and final time this seventeenth day of August, 2016

Hal Latt

Mayor

Loretta Thompson

Chief Administrative Officer

Schedule A Grande Cache Cemetery Fee Schedule

Purchase of Plots:

Single, 5' X 10'

\$550.00

Open and Close Fees:

	May 15 to November 15	November 16 to May 14
Full Casket - Adult	\$600.00	\$700.00
- Child	\$400.00	\$500.00
Cremation	\$450.00	\$550.00

After 4:00 pm and non-working days - \$150.00 surcharge

Disinterment – double the cost of opening and closing

Columbarium Fees:

Niche Price and interment (year round) \$600.00

(NOTE - each Niche can hold two urns)

AMENDED ~ Columbarium

Additional Opening \$100.00

Bylaw No. <u>815</u> Date <u>2016/10/12</u>

The above prices are plus GST

Chair Initial

QL_

CAO Initial

aft.



REQUEST FOR DECISION

SUBJECT: Greenview Industrial Gateway – Terms of Reference Advisory Committee

SUBMISSION TO: Regular Council Meeting REVIEWED AND APPROVED FOR SUBMISSION

MEETING DATE: January 11, 2022 CAO: SW MANAGER: DEPARTMENT: CAO SERVICES GM: PRESENTER: KR

STRATEGIC PLAN: Development LEG:

RELEVANT LEGISLATION:

Provincial (cite) - N/A

Council Bylaw/Policy (cite) - N/A

RECOMMENDED ACTION:

MOTION: That Council give First reading to Bylaw No. 22-901, to approve the Terms of Reference for the Greenview Industrial Gateway Advisory Committee

MOTION: That Council give Second reading to Bylaw No. 22-901, to approve the Terms of Reference for the Greenview Industrial Gateway Advisory Committee

BACKGROUND/PROPOSAL:

Council has previously adopted the Greenview Industrial Gateway (GIG) 2021 Strategic Business Plan, whereby, one of the strategies was to establish an Advisory Board comprised of elected officials and industry stakeholders. Administration is recommending that a nine-member committee be established, made up of the following:

- Two Greenview elected officials
- Two major gas and oilfield industry members
- Two members of gas and oil related industries
- Three members-at-large

The Committee will act as an advisory and advocacy group to the Greenview Industrial Gateway Committee on all matters related to the development of the GIG as well as the Grande Prairie Region, water carbon, rail and electrical production are examples of related topics.

Administration has determined that this group could be a valuable asset in bringing various stakeholders within the gas and oilfield industry together and produce dialogue which will be of benefit to the Greenview Industrial Gateway. It should be noted, that the Committee will require budget funds in the future, Administration will bring forward a tentative budget for Council's consideration once the Committee has been established.

1.01.22

The terms of reference are included in the proposed bylaw that will be required for establishing a Greenview Industrial Gateway Advisory Committee.

BENEFITS OF THE RECOMMENDED ACTION:

 The benefit of the recommended motion is that Council will approve the creation of the Greenview Industrial Gateway Advisory Committee and associated terms of reference through Council's adoption of the proposed Bylaw.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. There are no disadvantages to the recommended motion.

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to alter or deny the recommended motion.

FINANCIAL IMPLICATION:

There are no financial implications for 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 follow up with presenting the bylaw for third reading if the recommended motion is approved as presented.

ATTACHMENT(S):

Bylaw 22-901 Greenview Industrial Gateway Advisory Committee



BYLAW No. 22-901 of the Municipal District of Greenview No. 16

A Bylaw of the Municipal District of Greenview No. 16 to provide for the establishment of the Greenview Industrial Gateway Advisory Committee.

Whereas, pursuant to Section 145 and 146 of the Municipal Government Act, Chapter M-26, R.S.A. 2000, and amendments thereto, Council may pass a bylaw in relation to the establishment and functions of Council Committees;

Whereas, Council for the Municipal District of Greenview deems it appropriate to establish an advisory committee to guide the development of the Greenview Industrial Gateway;

Therefore, the Council of the Municipal District of Greenview No. 16, duly assembled, hereby enacts as follows:

1. TITLE

1.1. This bylaw shall be cited as the "Greenview Industrial Gateway Advisory Committee".

2. **DEFINITIONS**

- 2.1. **Chair** means the person appointed by the members of the committee to direct the conduct of a meeting.
- 2.2. **Committee** means the Greenview Industrial Gateway Advisory Committee.
- 2.3. **Greenview** means the Municipal District of Greenview No 16.
- 2.4. **Quorum** means the simple majority of all Members that comprise the Committee.

3. **PRINCIPLES**

- 3.1. The Committee will operate and incorporate the following principles:
 - A) The Committee members will act as ambassadors to promote the growth and industrial development in an environmentally sustainable manner.
 - B) The committee members will be required to actively participate in the Committee's approved activities.

4. **COMPOSITION**

- 4.1. The Committee shall be comprised of the following:
 - A) two (2) Greenview elected officials.
 - B) two (2) major gas and oilfield industry members.
 - C) two (2) members of gas and oil related industries.

- D) three (3) members-at-large.
- 4.2. The Committee shall be comprised of the following non-voting members:
 - A) The Greenview Industrial Development Executive Director; and,
 - B) Other administrative support such as a recording secretary, as required.
- 4.3. The Chairman shall be elected by the Committee members.
- 4.4. Quorum of the Committee shall be designated as the majority of the Committee Members.

5. **DUTIES**

- 5.1. The Committee shall have the following duties:
 - A) Act as an advisory Committee to Council on matters relating to the Greenview Industrial Gateway project.
 - B) Recommend an annual operating budget for Council's consideration.
 - C) Ensure that an annual report on the Advisory Committee's activities is presented to Council.
 - D) Ensure that the adopted philosophies of Council are adhered to in all matters related to the Greenview Industrial Gateway Committee.
 - E) The Chairman and/or designate will act as the official spokesperson for the Committee.
 - F) Committee members will serve as positive ambassadors in all matters relating to the Greenview Industrial Gateway project.

6. **CONDUCT**

- 6.1. Official Minutes of all meetings will be recorded.
- 6.2. Committee meetings will be held at the call of the Chairman.
- 6.3. The Committee will be governed by the governance procedures as outlined in Greenview's Procedural Bylaw.

7. **COMING INTO FORCE**

inis Bylaw shall come into	force and effect	upon the day	of final passing and signing.	
Read a first time this	_day of	_, 2021.		
Read a second time this	day of	, 2021.		
Read a third time this	day of	2021.		

REEVE	
CHIEF ADMINISTRATIVE OFFICER	



REQUEST FOR DECISION

SUBJECT: Grande Cache Wastewater Screening Equipment

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION MEETING DATE: January 11, 2022 CAO: SW MANAGER: DB DEPARTMENT: ENVIRONMENTAL SERVICES GM: RA PRESENTER: DB

STRATEGIC PLAN: Infrastructure LEG: SS

RELEVANT LEGISLATION:

Provincial (cite) – N/A

Council Bylaw/Policy (cite) – Policy No. 1018

RECOMMENDED ACTION:

MOTION: That Council award Contract 1- Equipment Supply for Wastewater Screening Equipment to Zima Corporation (Kusters Water Division) in the amount of \$404, 622.00 excluding GST with funds to come from the approved Capital budget project WW19002.

BACKGROUND/PROPOSAL:

On September 14th, 2020, Council awarded M2 Engineering the engineering contact for detailed design and construction of the Hamlet of Grande Cache Wastewater Treatment Facility Upgrades.

It is anticipated that this project will contain 5 contracts for the Supply of Major Equipment which will then be novated into a 6th and final contract for the General Construction.

On behalf of Greenview, M2 Engineering issued a Request for Proposal (RFP) on Bids&Tenders for Contract 1- Equipment Supply for Wastewater Screening Equipment.

The following 3 bids were received as of the RFP closing at 2pm on November 24th, 2021

Proponent		Proposal Price	
JWC Environmental Inc.	:	\$	368,690.00
Zima Corporation (Kusters Water)	:	\$	404,622.00
Duperon Corporation	:	\$	445,900.00

JWC Environmental and Zima Corporation (Kusters Water) met all the requirements requested in the RFP document, but Duperon Corporation did not provide an Undertaking of Insurance Letter or a Consent of Surety & Agreement to Bond.

1.01.22

Proponents were required to clearly identify in their proposal modifications and/or exceptions to the RFP terms of the Equipment Supply Contract. JWC Environmental did propose modifications to the Equipment Supply Agreement which would need further review if award to JWC Environmental is contemplated.

Although JWC Environmental has the lowest proposal price, the Zima Corporation (Kusters Water) Proposal offers more value to the project because it includes all of the requested information and equipment and it offered site-specific solutions for the tight space available in the existing headworks building.

Administration agrees with M2 Engineering recommendation that we award to Zima Corporation (Kusters Water) for a total of \$404,622.00, as they met the conditions required in the mandatory requirements of the RFP and addressed all the maintenance concerns (only bidder who did), provided the process guarantee and an additional year of warranty for a total of 3 years warranty combined with industry experience.

The offer from Zima Corporation (Kusters Water) remains open to acceptance by MD Greenview for an irrevocable sixty (60) day period; therefore, the irrevocable period expires on January 23, 2022. The Proponent would be free to withdraw their bid after expiration of this irrevocable period.

The overall 2022 Capital Budget for the Grande Cache Wastewater Treatment Facility Upgrades is \$10,500,000.

BENEFITS OF THE RECOMMENDED ACTION:

 The benefit of Council accepting the recommended motion is Greenview will have secured the equipment supply for Contract 1 of 6 for the construction of the new Wastewater treatment plant for the Hamlet of Grande Cache.

DISADVANTAGES OF THE RECOMMENDED ACTION:

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

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to accept the lower bid however Administration does not recommend this action because it did not meet the request for all the information, spare parts, or process guarantee.

FINANCIAL IMPLICATION:

Direct Costs: \$404, 622.00 plus GST.

Ongoing / Future Costs:

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:

A notice of award letter will be drafted and sent to the successful bidder.

ATTACHMENT(S):

- Review and Evaluation of Proposals
- Policy No.1018



December 4, 2021 File: M2 Project 2020-1030

VIA E-MAIL: doug.brown@mdgreenview.ab.ca

Doug Brown Manager, Environmental Services Municipal District of Greenview No. 16 3605 46 Street Box 1079 Valleyview, Alberta TOH 3N0

RE: MUNICIPAL DISTRICT OF GREENVIEW NO. 16

HAMLET OF GRANDE CACHE WASTEWATER TREATMENT FACILITY UPGRADES REVIEW AND EVALUATION OF PROPOSALS RECEIVED FOR CONTRACT 1 EQUIPMENT SUPPLY FOR WASTEWATER SCREENING EQUIPMENT

Dear Doug:

On behalf of Municipal District of Greenview No. 16 (MD of Greenview), M2 Engineering issued a Major Equipment Supply Request for Proposals (RFP) for the Hamlet of Grande Cache Wastewater Treatment Facility Upgrades project. This RFP was officially titled "Contract 1 – Equipment Supply for Wastewater Screening Equipment".

We are pleased to provide this letter as a summary and evaluation of the proposals received.

1 Introduction

1.1 Contract Planning

Six contracts are anticipated for the MD of Greenview Wastewater Treatment Facility project, including five equipment supply contracts, and one general construction contract.

The following is a brief overview of the contracts planned for this project:

- Contract 1 RFP for Wastewater Screening Equipment:
 Equipment supply contract for the Owner to obtain wastewater screening equipment
- Contract 2 RFP for Biological Wastewater Treatment Equipment: Equipment supply contract for the Owner to obtain biological wastewater treatment equipment
- Contract 3 RFP for Secondary Clarifier Equipment:
 Equipment supply contract for the Owner to obtain secondary clarifier equipment
- Contract 4 RFP for UV Treatment Equipment: Equipment supply contract for the Owner to obtain UV treatment equipment
- Contract 5 RFP for Biosolids Dewatering Equipment:
 Equipment supply contract for the Owner to obtain biosolids dewatering equipment
- Contract 6 General Construction Contract:
 General construction contract for the Owner to select a contractor to construct the overall scope of the Wastewater Treatment Facility Upgrades project, including but not limited to:
 - Various site modifications for Civil Earthworks, HVAC & Plumbing Systems, and Power and Control Systems

- Retrofit of the existing building for new blower equipment, new electrical room, and other miscellaneous improvements
- Building expansion for biosolids dewatering equipment and new HVAC systems
- Building expansion for new control room and laboratory
- Upgrades to the existing wastewater influent channel, including the addition of two mechanical screens
- Installation of new the wastewater treatment systems (bioreactor, clarifier, UV systems)
- Upgrades to the existing sludge holding ponds to convert the ponds to equalization ponds
- Installation of a septic receiving station
- Installation and integration of multiple equipment supply contracts 1/2/3/4/5

1.2 Overview of RFP Process

The purpose of the RFP process is to facilitate major equipment procurement, allowing selection of a vendor for the major equipment associated with the wastewater treatment facility upgrades project. This is accomplished by developing RFP documents that outline the technical specifications and requirements specific to the project objectives.

For this project, major equipment is being selected during the design stage of this project, rather than waiting for the tender and construction stages of the project. Major equipment selection during design is critical for a more complete and accurate planning process, as our design team requires detailed information on the major equipment that is to be integrated into the overall facility design.

It is important to note, once the general contractor is selected for the project, the major equipment supply contracts will be novated into the general construction contract.

The RFP was managed using the online procurement platform by bids&tenders[™] (bids&tenders)¹. The table below summarizes the RFP posting details.

Project Title	Request for Proposal for Wastewater Screening Equipment		
	Contract 1 – Major Equipment Supply RFP		
Procurement Platform / Bidding System	bids&tenders		
Procurement Representative	M2eng Alberta Ltd. (M2 Engineering)		
Owner	Municipal District of Greenview No. 16		
RFP Portal URL	https://m2eng.bidsandtenders.ca		
Instructions to Proponents including	Section 00 21 16 – INSTRUCTIONS TO PROPONENTS		
information on the Proposal Closing	(ELECTRONIC SUBMISSION)		
Proposal Posted On	November 3, 2021		
Proposal Closing Date / Time	November 24, 2021 @ 2:00:00 pm		
Opportunity Open To	Public Opportunity with documents available to		
	Registered Plan Takers		

¹ This RFP was not a tender/bid and is not subject to the laws of competitive bidding. No bid contract or agreement was created by submission of a proposal. Any use of the word bid/tender is strictly related to terminology inherent in the Bids&Tenders online procurement platform. Our RFP documents communicated to the Proponents that any use of "Bid or Tender" was to be read an interpreted as "Proposal" and that any use of "Bidder or Bidders" of the online platform was to be interpreted as "Proponent / Proponents".



2 Proposals Received

2.1 Summary of Proposals Received

The scope of Contract 1 – Equipment Supply for Wastewater Screening Equipment includes:

- Shop Drawing Preparation, including a requirement that shop drawings are authenticated by a professional engineer for their respective discipline
- Wastewater Screening Equipment Supply, for the two existing channels in the headworks building, including a screening washer and a compactor for each screen
- Shop Testing, Field Testing, Start-up, Operation and Maintenance Manuals, Commissioning, Training (pre-commissioning training and post-commissioning training), and Warranty Services

RFP documents prepared for the equipment supply scope and were available publicly to all Registered bids&tenders Plan Takers. The RFP closed on November 24, 2021, at 2:00 pm (MST).

The following table summarizes the proposals received:

No.	Proponent		Proposal Price		
1.	JWC Environmental Inc.	\$	368,690.00		
2.	Duperon Corporation	\$	445,900.00		
3.	Zima Corporation (Kusters Water)	\$	404,622.00		

2.2 Mandatory Criteria Requirements

The RFP documents required Proponents to satisfy and/or submit specific information, some of which was considered a mandatory requirement. The table below summarizes our review of the mandatory requirements for each of the Proponents.

		Proponent 1	Proponent 2	Proponent 3	
		JWC	Duperon	Zima	
Item	Mandatory Criteria Requirement	Environmental	Corporation	Corporation	
1	Price Breakdown	✓	✓	✓	
2	Proposed Products Form	✓	✓	✓	
3	Redline of Vendor Proposed Exceptions	✓	✓	√	
4	Proposal Submittal Checklist	✓	✓	✓	
5	Proponent's Qualifications	✓	✓	✓	
6	Vendor Proposal Document	✓	✓	✓	
7	Consent of Surety & Agreement to Bond	✓	No	✓	
8	Undertaking of Insurance Letter	√	No	√	
9	Acknowledgement of Addendums 1 & 2	√	√	√	

JWC Environmental and Zima Corporation (Kusters Water) provided all the requirements requested in the RFP document. Duperon Corporation did not provide an Undertaking of Insurance Letter or a Consent of Surety & Agreement to Bond.

Proponents were required to clearly identify in their proposal modifications and/or exceptions to the RFP terms of the Equipment Supply Contract. JWC Environmental did propose modifications to the Equipment Supply Agreement; the equipment supply contract modifications would need further review if award to JWC Environmental is contemplated.

2.3 Vendor Proposal Document Requirements

The RFP documents required Proponents to submit specific information of their offer as part of their proposal. The table below summarizes our review of the vendor proposal document requirements for each of the Proponents.

		Proponent 1	Proponent 2	Proponent 3
		JWC	Duperon	Zima
Item	Vendor Proposal Document Requirement	Environmental	Corporation	Corporation
1	Introduction	✓	✓	✓
2	General Description of Equipment	✓	✓	✓
3	Company Information	✓	✓	✓
4	Servicing Capability	✓	✓	✓
5	Reference Projects	✓	✓	✓
6	Technical Sizing Information	✓	✓	✓
7	Detailed Equipment Offer	✓	✓	✓
8	Detailed Description of On-Site Services Offered	√	✓	✓
9	Preliminary P&ID Drawings	√	✓	✓
10	Preliminary General Arrangement Drawings	√	✓	✓
11	Controls Systems	√	✓	✓
12	Field Assembly, Testing, Start-up and Comm.	√	✓	✓
13	Equipment Supply Exclusions	√	✓	✓
14	Process Guarantee	(see notes)	(see notes)	✓
15	Warranty	✓	√	✓
16	Extras or Credits	(see notes)	(see notes)	✓
17	Schedule	(see notes)	(see notes)	✓
18	Company Signatory	✓	✓	✓
19	Appendices / Attachments	✓	✓	✓

JWC Environmental proposal observations and comments:

- JWC Environmental's proposal did not include all the requested information
- JWC Environmental's proposal did not include spare parts
- JWC Environmental's proposal did not include a process guarantee
- JWC Environmental's proposal includes more support. The proposal includes a three-year service contract a certified service technician will visit the site every 6 months for the three-year period.

Duperon Corporation proposal observations and comments:

- Duperon Corporation's proposal did not include all the requested information
- Duperon Corporation's proposal did not include two-years of warranty. The proposal included one year warranty for the screening equipment and five-years of warranty for all rotating parts inside the screening equipment.
- Duperon Corporation's screening equipment requires a minimum water depth of 1.00 ft (304.8 mm) which does not fall within the WWTF flow range.



Zima Corporation (Kusters Water) proposal observations and comments:

- Zima Corporation's proposal contained all the necessary information in the vendor proposal document and provided a fully compliant submission
- Zima Corporation's included a roller system to accommodate for maintenance clearance, and spare parts
- Zima Corporation's included a process guarantee
- Zima Corporation's included three-years of warranty (RFP terms only required two years warranty)

2.4 Proposal Price Breakdown

Proponents were required to provide a proposal price breakdown. The following table presents the price breakdown for the submissions received.

Item Description	JWC		Duperon		Zima	
	Environmental		Environmental Corporation		(Corporation
		Inc.			(K	usters Water)
Part A: Shop Drawings	\$	30,000.00	\$	3,185.00	\$	9,065.00
Part B: Equipment Supply and Manufacture	\$	317,690.00	\$	422,560.00	\$	370,792.00
Part C: Startup and Commissioning	\$	21,000.00	\$	7,142.00	\$	24,765.00
Part D: Warranty and Other Requirements		Included	\$	13,013.00		Included
Total Proposal Price (excluding G.S.T.)	\$	368,690.00	\$	445,900.00	\$	404,622.00

2.5 Evaluation

M2 Engineering evaluated the proposals based on technical criteria and cost. We reached out to Zima Corporation (Kusters Water) and JWC Environmental for further clarification on their proposals.

Although JWC Environmental has the lowest proposal price, the Zima Corporation (Kusters Water) proposal offers more value to the project because it includes all of the requested information and equipment and it offered site-specific solutions for the tight space available in the existing headworks building.

We recommend Zima Corporation (Kusters Water) because of the following:

Proposal

- The proposal complied with all the requested submission requirements of the RFP
- The proposal provided similar references
- The proposal was the most comprehensive and included all of the requested equipment
- The proposal addressed the requested maintenance clearance for the equipment by including a mobile cart for the washer and compactor:
 - Zima Corporation (Kusters Water) was the only proponent to address the requested maintenance clearance.
 - The proposal from Zima Corporation (Kusters Water) provided a plan drawing that specifically considered the space limitations of the existing headworks building and they offered a solution that achieves the project screening/bagging objectives while maximizing space available around the screen for daily operation and maintenance.
- The proposal provided a process guarantee
- The proposal provided an additional one-year of warranty, for a total of three-years of warranty
- Experience

- M2 Engineering has experience working with Kusters Water on a wastewater screening project.
 Kusters Water was great to work with and provided excellent service.
- Local Experience
 - The Town of High River uses Kusters Water mechanical wastewater screens. It is beneficial to have a close municipality using similar equipment because you can share knowledge.

2.6 Exceptions to RFP Documents

The Zima Corporation (Kusters Water) proposal included some exceptions to the RFP Documents. The contract exceptions from Zima Corporation (Kusters Water) were related to the following parts of the RFP documents

- Clearance around the equipment
 - The washer/compactor configuration does not achieve the requires 1.0m of clearance.
 - To increase the clearance, Zima Corporation (Kusters Water) will be using wheeled carts under both the washer compactors.

M2 Engineering reviewed and discussed the exceptions to the RFP documents with Zima Corporation (Kusters Water) and did not find any major concerns to the exceptions noted.

3 Summary and Recommendation

The Request for Proposals for Contract 1 – Equipment Supply for Wastewater Screening Equipment for the Grande Cache Wastewater Treatment Facility Upgrades project was posted publicly and available to registered plan takers on bids&tenders.

M2 Engineering reviewed and evaluated the three (3) proposals received. Proposals were evaluated based on their technical and financial merits.

M2 Engineering recommends for MD Greenview to enter into an equipment supply contract with Zima Corporation (Kusters Water) for a value of \$404,622.00 (excluding GST), for the shop drawing preparation, supply of wastewater screening equipment, site visits, and warranty and other requirements as per the RFP documents.

Upon acceptance of our recommendation, it would be in order for MD Greenview to sign the enclosed "Notice of Award" letter. Alternatively, MD Greenview may re-type the letter on MD Greenview letterhead. Please sign the Notice of Award and return it to M2 Engineering, so we may forward it on to the successful proponent on your behalf.

The offer from Zima Corporation (Kusters Water) remains open to acceptance by MD Greenview for an irrevocable sixty (60) day period; therefore, the irrevocable period expires on January 23, 2022. The Proponent would be free to withdraw their bid after expiration of this irrevocable period.



4 Closing

We trust this letter summarizes the necessary information for MD Greenview to proceed with accepting Zima Corporation (Kusters Water) as the major equipment vendor for Contract 1 – Major Equipment Supply of Wastewater Screening Equipment for the Hamlet of Grande Cache Wastewater Treatment Facility Upgrades project.

Should you have any questions or comments please do not hesitate to contact the undersigned at 587,410,0460.

Sincere Regards, M2eng Alberta Ltd.

Nathan Miller, P.Eng.

Water / Wastewater Engineer

cc: Jackie Mykytiuk, P.Eng. | M2 | mykytiukj@M2eng.ca

Elizabeth Ng, E.I.T. | M2 | nge@M2eng.ca

Tanner Curtis | MD | tanner.curtis@mdgreenview.ab.ca
Sean Healy | MD | sean.healy@mdgreenview.ab.ca
Chelsea Henry | MD | chelsea.henry@mdgreenview.ab.ca
Amanda Cummings | MD | amanda.cummings@mdgreenview.ab.ca

Enclosures: Notice of Award Letter (to be signed by MD of Greenview)

Copy of All Proposals Received via OneDrive Link

Title: EXPENDITURE AND DISBURSEMENT POLICY

Policy No: 1018

Effective Date: June 8, 2020

Motion Number: 20.06.339

Supersedes Policy No: NONE

Review Date: June 8, 2023



Purpose: To establish expenditure control guidelines by identifying processes for the efficient procurement and payment of goods and services for Greenview in support of effective operations based on the following principles:

- Council recognizes the need for the prompt payment of accounts and delegates the authority to disperse funds for all budget-approved expenditures to the CAO and designates to the levels authorized under Procedure Section 2.
- Greenview is subject to two trade agreements, the New West Partnership Trade Agreement (NWPTA) and the Agreement on Canadian Free Trade Agreement (CFTA). These two agreements must be adhered to for all expenditures that occur within their respective limits.

Greenview will not consider purchasing or procuring goods or services from any contractor or supplier that is involved in litigation against Greenview. No consideration will be given for a period of five years from the conclusion of the litigation unless otherwise directed by Council.

DEFINITIONS

ACAO means the Assistant Chief Administrative Officer.

Administration means Greenview's Chief Administrative Officer and employees of Greenview

Associated Expenditure Officers means the individuals that are identified by the respective department's General Manager or Manager. These officers are delegated a limited amount of expenditure on behalf of the responsible Department Budget Manager. The Chief Administrative Officer or any General Manager or CFO, or Manager providing this delegation to their staff is responsible to provide, in writing, to the Finance and Administration Manager; the name of the employee, the expenditure limit, and a copy of the employees' signature.

Accounting Officer means an individual that is a member of the finance team, such as the Manager of Finance and Administration, Manager of Financial Reporting, Staff Accountant and CFO and any version of these titles.

Capital Budget means the annual Greenview capital budget as approved by Council.

Capital Expenditure means the purchase of an item identified in the Capital Budget.

CFTA means the Canadian Free Trade Agreement and any amendments thereto.

CAO means the person appointed as the Chief Administrative Officer of Greenview in accordance with the *Municipal Government Act*.

CFO means the Chief Financial Officer for Greenview.

Council means council for the Municipal District of Greenview No. 16.

Department Budget Manager means the manager who is ultimately responsible for the department's budget. The individual who creates and presents the department's proposed budget to Council.

Emergencies means when the lack of immediate action would jeopardize operations or equipment, disrupt critical public services or involve public or staff safety.

Expenditure Officer means the individual that has the authority to sign contracts, purchase orders and invoices for payment. Typically, an Expenditure Officer will be the Chief Administrative Officer, General Manager, Manager or Assistant Manager responsible for a department, who is accountable for the department's budget control and administration.

Generally Accepted Accounting Principles means a common set of accepted accounting principles, standards, and procedures that organizations (public and private) and their accountants follow when they compile their financial statements. GAAP improves the clarity of the communication of financial information.

Goods means a manufactured item.

Litigation means the filing of an action in a court of law.

Nepotism means the practice among those with power or influence of favouring relatives or friends.

NWPTA means the New West Partnership Trade Agreement and any amendments thereto.

Operating Budget means the annual Greenview operating budget as approved by Council.

Purchase Card means a Greenview issued gas or credit card.

Quote means the price bid obtained in writing from a supplier of goods or services, but does not include a tender.

Service means any work or duties performed, including any materials provided.

POLICY

- 1. Greenview Council hereby establishes a policy for consistent, fair, and transparent purchasing practices while ensuring efficient allocation of available resources in accordance with the *Municipal Government Act*, the NWTPA, and the CFTA. Council realizes that they have a responsibility to its ratepayers to maximize the value of the tax revenue when purchasing Greenview goods and services.
- The overall responsibility for implementing and monitoring the annual budget rests with the CAO. The CFO has the overall responsibility for budget reporting and to ensure that all

expenditures are a legitimate claim against Greenview, are within established authorities, and have been either authorized in the annual budget or approved by resolution of Council.

PROCEDURE

1. Responsibilities

1.1. Expenditure Officers responsibilities include:

- 1.1.1. Authorizing a proposed expenditure or disbursement within the financial limits established in this policy.
- 1.1.2. Abiding by the NWPTA and CFTA when conducting tender calls, request for proposals or request for Quotes.
- 1.1.3. Certifying that the amount of a proposed expenditure or disbursement is fair and just; and within applicable policies.
- 1.1.4. Initiating a disbursement that is consistent with the purpose for which the money is available.
- 1.1.5. Managing program or service delivery within Council approved budget allocation.
- 1.1.6. Verifying that the goods and services have been received or the work has been performed satisfactorily.
- 1.1.7. Verifying that a request for cheque is supported by adequate documentation.
- 1.1.8. Verifying the accurate coding of invoices related to their financial budget responsibility.
- 1.1.9. Verifying that purchase card (credit and gas) procedures are followed.
- 1.1.10. Verifying all invoices and/or receipts are submitted to Accounts Payables.
- 1.1.11. Delegating limited expenditure approval to their department's staff, as the Department's Budget Manager sees fit, and ensuring that all related documentation is submitted to Finance.

1.2. Associated Expenditure Officers responsibilities include:

- 1.2.1. Authorizing expenditures or disbursements within the expenditure limit delegated by their manager.
- 1.2.2. Signing and receiving a copy of every invoice for the items they have purchased on behalf of Greenview.
- 1.2.3. Ensuring invoices are authorized, signed and goods or services are received.

1.3. Accounting Officers responsibilities include:

- 1.3.1. Creating and verifying that adequate processes and controls are in place to safeguard against any material accounting misstatement and following the guidelines outlined within this policy.
- 1.3.2. Verifying that a proposed expenditure or disbursement has been properly authorized by an Expenditure Officer.
- 1.3.3. Verifying that a proposed expenditure or disbursement is for the purpose authorized by the approved budget, and is consistent with the purpose for which the money is available.
- 1.3.4. Verifying that the expenditure is recorded in the appropriate fiscal and reporting period.
- 1.3.5. Verifying that the required supporting documentation is complete and readily available.

- 1.3.6. Verifying that the expenditure is charged to the appropriate general ledger account.
- 1.3.7. Verifying that the proposed expenditure or disbursement does not contravene any applicable policy or other legislative authority.
- 1.3.8. Arranging pre-authorized payments to be made directly from Greenview's bank account with authorization from the CFO.
- 1.3.9. Arranging direct deposits to be made to Greenview's bank account with the authorization from the CFO.
- 1.3.10. Ensuring that the CFO and any applicable staff are made aware of any budget to actual concerns that the accounting officer may become aware of during their daily duties.
- 1.3.11. Ensuring that the accounting practices are acceptable under the Generally Accepted Accounting Principles.
- 1.3.12. Preparing monthly department budget to actual reports.
- 1.3.13. Preparing and presenting to Council the organizational quarterly budget to actual report.

2. General Provisions

- 2.1. All expenditures shall be included in the current year's budget or be approved by a resolution of Council.
- 2.2. Greenview's Expenditure Officers may make an expenditure that is included in the approved operating and capital budgets up to the financial limits established in this policy or as otherwise approved by resolution of Council.
- 2.3. A resolution of Council is required for all unbudgeted expenses and all unbudgeted capital expenditures over \$200,000.
- 2.4. Expenditure Officers are authorized to commit Greenview for all purchases that have been approved in the annual budget as follows:
 - 2.4.1. CAO up to the maximum budget allocation for operational expenses;
 - 2.4.2. ACAO, General Managers, CFO, up to \$500,000;
 - 2.4.3. Department Managers up to \$50,000;
 - 2.4.4. Assistant Managers up to \$10,000;
 - 2.4.5. Executive Assistants-up to \$5,000;
 - 2.4.6. All other designated staff up to \$1,000.
 - 2.4.7. Other staff as delegated in writing by the Expenditure Officers.
- 2.5. Operating expenditures that exceed the Council approved operating budget by less than \$10,000.00 but still remain within the overall department budget may be approved by the CAO or designate. If the over expenditure does not remain within the total department budget, the expenditure shall be presented to Council for approval.
- 2.6. Capital expenditure for equipment or vehicles that exceeds Council's approved budget by less than \$10,000.00 or 10% and will remain within the department's overall capital budget, may be approved by the CAO provided that such capital expenditure does not exceed the financial approval limits in this policy.

- 2.7. Any operational expenditure approved by Council by resolution may be awarded and/or actioned by Administration, excepting Request for Proposals, which must be awarded by Council.
- 2.8. Any capital expenditure approved by Council in budget or by resolution may be awarded and/or actioned by Administration to a maximum of \$200,000.00, excepting Requests for Proposals, which must be awarded by Council. Purchases greater than \$200,000 on a capital expenditure that is not part of a tendered project must be approved by resolution of Council.
- 2.9. Any capital expenditures awarded or actioned by Administration will be reported to Council via the monthly manager's reports and will include: Budgeted amount, Company name and values of compliant bids received, the name of the successful bidder, a list of bidders submitting non-compliant bids.
- 2.10. Staff will not engage in nepotism and will make any conflict of interest (actual or perceived) known to the CAO. If the staff person in question is the CAO, they will make any conflict of interest known to Council.
- 2.11. Expenditure Officers shall not authorize an expenditure or disbursement where they are directly involved in the transaction, except in the case of attending training, conferences, travel and accommodations associated with work. The expenditure claim or credit card receipt/invoice should clearly state the reason for the expenditure or claim.
- 2.12. Expenditure authority may be delegated in the absence of the responsible Expenditure Officer. The CFO and Manager of Finance and Administration must be notified in writing prior to the delegation of the Expenditure authority.
- 2.13. A current listing of approved Expenditure Officers or associated Expenditure Officers, with specimen signature and applicable expenditure authority shall be maintained by the Manager of Finance and Administration and copied to Accounts Payable.
- 2.14. Due to reasons of standardizations, economies of scale, vendor familiarity or required expertise, the following types of expenditures are coordinated by the manager or department as identified below:
 - 2.14.1. Stationery and office supplies by Administration Office Reception;
 - 2.14.2. Office furnishings by Facility Maintenance;
 - 2.14.3. Office equipment by Information Technology;
 - 2.14.4. All electronic equipment and software purchases for use in conjunction with Greenview's Network Infrastructure must first be reviewed by Information Systems Staff for compatibility and compliance with information Technology Standards employed throughout the organization;
 - 2.14.5. Vehicles (non-emergency) and heavy equipment by the Manager of Operations with input from the Fleet Coordinator and the receiving department's manager;
 - 2.14.6. Emergency vehicles by the Manager of Protective Services and Sergeant, Enforcement Services;
 - 2.14.7. All Greenview insurance by Corporate Services.
- 2.15. Reacquisitions, purchases, expenditures or contracts may not be divided in order to avoid the financial limits of this policy or the limits established in the NWPTA or the CFTA.

3. Marketing and Media Placement

3.1. Advertising, signage, print and marketing materials must be approved by the Communications Manager.

4. Emergency Expenditures

- 4.1. Unbudgeted expenditures may be undertaken in the event of an emergency situation where the Expenditure Officer must make purchase decisions efficiently to bring the emergency situation under control.
 - 4.1.1. Emergency expenditures may be authorized by the CAO or designates.
 - 4.1.2. All such expenditures shall be reported to Greenview Council at the next available opportunity.
 - 4.1.3. Proper documentation of all emergency expenditures is required.

5. Contracts

- 5.1. Written contracts should be used in situations where there is a need to specify in writing the requirements for supply or continuing supply of goods or services, and the need to identify each party's degree of responsibility and or liability in the case of damage, default or loss.
 - 5.1.1. The Expenditure Officer must ensure that the necessary holdback percentage is withheld from progress payments where there is a holdback charge to compensate for potential defective work or claims from third parties. Progress payment or invoices related to contracts should be approved only after the person responsible for the contract certifies performance of services or receipt of goods or confirmed the percentage of work completed. Generally, this performance certificate is supplied by an engineering firm or project contract manager.
 - 5.1.2. A statutory declaration and WCB declaration must be obtained from the contractor and the third parties where required to discharge all claims and obligations against Greenview before payment is made and before any holdback or deposit is released. All defects must be corrected before the final payment is approved and security deposits are returned.

6. Cheque Requisitions

- 6.1. Cheque requisitions are required for:
 - 6.1.1. All grant expenditures; and
 - 6.1.2. All expenditures where an invoice is not available such as the School Requisitions, etc., except for personal expense claims, these will be paid based on the personal expense claim and the manager's approval of the claim.

7. Expenditure Approval

7.1. The ACAO may approve expenditures up to the CAO limit while serving as the designated Acting CAO. When the Acting CAO signs in the absence of the CAO, they shall include ACAO after signature to indicate to the Accounts Payables department their authority to sign higher expenditure limits.

7.2. To avoid penalty charges the CAO, Manager of Finance and Administration or the CFO may approve an invoice related to ongoing operations, such as gas, electric or utility invoices, with a copy being shared with the responsible Expenditure Officer.

8. Purchasing Methods

- 8.1. Direct purchases from a supplier paid by credit card must comply with the provisions of this policy. Employees who occupy positions with delegated low dollar value purchasing authority in accordance with section 1.1.12 of this policy may be eligible for a purchase card upon approval by the CAO. Every card holder shall be informed of and must agree to the responsibilities and restrictions regarding the use of the purchase card.
- 8.2. Greenview's Expenditure Officers may sole source items that are equal to or less than \$10,000.00 if it is beneficial to the organization to do so.
- 8.3. Purchases between \$10,000.00 and \$74,999.99:
 - 8.3.1. Expenditure Officers must attempt to obtain a minimum of three Quotes. Quotes must be documented and include the date, name of the supplier and contact person, total cost of quote, and must be signed by the individual requesting the quote. Purchase must be initiated contract. In the event that the vendor provides a unique good, service, or software not readily available on the open market this must be noted in the contract.
 - 8.3.2. The use of Day Labour from service providers who have responded to Greenview's advertisement for Day Labour services and are included in Greenview's Day Labour Source Book, are considered to meet this requirement.
- 8.4. Purchases over \$75,000.00:
 - 8.4.1. Expenditure Officers must abide by the NWPTA for purchases over \$75,000.00 both the NWPTA and CFTA for purchases over \$100,000.00 (see table in Section 9.1). A written contract must be signed for all purchases over this limit. The written contract may be a sales agreement for vehicle and equipment purchases. All written contracts shall clearly indicate each party's responsibilities, date, duration of contract, and have the supplier's authorized agent's signature, and the appropriate Greenview signatures.

9. Tendering/ Requests for Proposals

9.1. Tenders or Request for Proposals must be issued in compliance with the NWTA and CFTA in accordance with the financial thresholds established in those agreements, unless such purchase is an excluded procurement as defined by the agreements.

Туре	NWPTA	CFTA
Goods	\$75,000.00	\$100,000.00
Services	\$75,000.00	\$100,000.00
Construction	\$200,000.00	\$250,000.00

- 9.2. All tender or request for proposal notices must be posted on the Alberta Purchasing Connection Website www.purchasingconnection.ca. Additional means of tendering notices may also be used.
- 9.3. Greenview will use a weighted criteria to evaluate tender submissions over the NWPTA thresholds. The lowest bid meeting the tender or request for proposal requirements and/or specifications will normally be accepted. Justification in writing along with recommendation must be submitted if the lowest bidder is not selected. Normally the only acceptable reasons for selecting bidder that is not the lowest bidder would be:
 - 9.3.1. Low bidder does not meet specifications;
 - 9.3.2. Low bidder cannot deliver within the required time;
 - 9.3.3. The quality of performance of previous contracts or services may be in question;
 - 9.3.4. The acceptance of the low bid would result in higher overall end costs (such as operating or life cycle costs);
 - 9.3.5. The ability, capacity, experience and efficiency of the bidder.
- 10. The opening of tenders or requests for proposal must be completed in the advertised public setting.



REQUEST FOR DECISION

SUBJECT: Lease Agreement Renewal for Clasik Hardware Inc. on Plan 782 2521, Block 40, Lots

1-53

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION MEETING DATE: December 14, 2021 CAO: SW MANAGER: JS DEPARTMENT: PLANNING & DEVELOPMENT GM: RA PRESENTER: JS

STRATEGIC PLAN: Development LEG:

RELEVANT LEGISLATION:

Provincial (cite) – Municipal Government Act – Section 304(1)(c)

Council Bylaw/Policy (cite) – Land Use Bylaw No. 799 – Section 28

RECOMMENDED ACTION:

MOTION: That Council direct Administration not to renew the property lease – RV Storage Lot 1-53 Block 40 Plan 7822521 Grande Cache, Alberta, under customer ID 187501 with Clasik Home Hardware, effective May 31, 2022.

BACKGROUND/PROPOSAL:

Administration recommends not renewing the lease with Clasik Home Hardware as these are public lands and Greenview should not be a landlord to one private commercial business. This will be setting a precedence for any other business to come forward requesting municipal land for commercial purposes. In addition, there are other commercial lands available by which the business owner can pursue through the proper channels, as per the norm for other businesses within the municipality.

Administration received an email from Clasik Hardware Inc. requesting a new lease invoice for the 2021/2022 year, please see Schedule 'A'. Administration was not able to provide a new lease invoice as the lease had expired and no new lease has been signed.

The former Town of Grande Cache approved Clasik Hardware Inc. to lease a portion of town owned recreation land for year-round RV storage in 2008, due to many residents of Grand Cache not being able to store their RVs properly. It was determined by the former town that this land was not on the radar for recreational development in the foreseeable future, it would provide the much-needed service, and the area would be more aesthetically pleasing. On June 17, 2009, the former Town of Grande Cache approved under Permit No. 1266, B4 Oilfield Services Ltd. for the RV Storage Yard and Propane Sales, which would include 1,000-gallon propane sales system inside the fenced area.

In Bylaw 799 the parcel of land is districted Parks and Open Spaces District (POS) and the purpose of this district "is generally intended to provide for development of public parks and other public uses which are

.01.22

supportive of those uses", please see Schedule 'B'. Outdoor storage is a discretionary use that the Municipal Planning Commission approved in June of 2009, with three conditions:

- 1. A real property report prepared and bearing the seal of an Alberta land Surveyor, indicating the exact location of the development in relation to all property boundaries, shall be presented to the Development Officer for approval prior to construction proceeding beyond the foundation stage.
- 2. Payment of the following fees, \$60.00 for the development permit application.
- 3. Conditions as listed below:
 - ✓ All development to comply with local and provincial regulations, by-laws, and codes
 - ✓ All building permits to be obtained from Alberta permit Pro in Grande Prairie
 - ✓ All utilities to be located to avoid development on said

Administration cannot find a copy of the Real Property Report nor is it noted on file anywhere that it was reviewed by the Development Officer before construction taking place.

The former Town entered a five-year lease with Clasik Hardware from 2010-2014. On July 10, 2013, the request to acquire 5,200 square feet of additional land (approximately 5%) for the RV Storage was approved, and the RV lease was extended to 2017. On December 8, 2017, Clasik Hardware Inc. requested a five-year lease renewal with a 10% decrease on the current lease rate and to remain locked in at that rate for the full term with no annual increase. On January 29, 2018, the former Town responded with a letter offering Clasik Hardware Inc. a three-year lease term at the current lease rate, locked in for the full term with no annual increase and was agreed upon by Clasik Hardware on February 1, 2018, please see Schedule 'C' for background info and previous lease.

Administration obtained a legal opinion because the lease holder was not paying taxes on the leased land that was owned by Greenview. The legal opinion provided two options, see Schedule 'D':

- 1. Provide the lease holder with a termination letter of the lease stating they are an over holding tenant and the tenancy will terminate effective May 31, 2022. The applicant shall provide vacant possession of the leased premises.
- 2. Provide a lease agreement that would address taxes in the agreement, as per Section 304(1)(c) of the Municipal Government Act, as the lease holder would be the assessed person and required to pay taxes.

A sample lease agreement with no tax clause has been provided for your perusal. Please note that the sample lease agreement has the same content as the previous lease agreement, please see Schedule 'E'.

Administration has reviewed Bylaw 799 to confirm that the use is valid and conforms to the Land Use Bylaw and it does. Please note that renewing the lease will set a precedence for future requests of leasing public owned lands. Administration is looking for direction on how council would like to proceed with the request to renew the lease for Clasik Hardware Inc.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is that Council will not be setting precedence on leasing land for business gains.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. The disadvantage of the recommended motion is that residents in the Hamlet of Grande Cache may not be able to properly store their RV.

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to renew property lease – RV Storage Lot 1-53 Block 40 Plan 7822521 under customer ID 187501 with Clasik Home Hardware and include property taxes, however Administration does not recommend this action as it sets a precedence.

FINANCIAL IMPLICATION:

If Council decides to renew the lease, there will be a legal opinion obtained to ensure tax clause is included.

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:

Letter to be sent to applicant advising them of outcome.

ATTACHMENT(S):

- Overview Map
- Detailed map showing the leased area
- MGA Section 304(1)(c)

- Schedule 'A' Email from Clasik Hardware Inc. requesting their new lease invoice for 2021/2022
- Schedule 'B' Land Use Bylaw 799
- Schedule 'B' Section 28 Parks and Open Spaces District LUB 799
- Schedule 'C' Background information and previous lease agreement through the former Town of Grand Cache
- •
- Schedule 'E' Sample lease agreement with no tax clause

From: <u>Carolyn Ferraby</u>
To: <u>Jennifer Sunderman</u>

Subject: FW: Clasik Hardware Inc. RV Storage Lease Billing

Date: October-25-21 2:29:41 PM

Here's the email from Clasik.

----Original Message-----

From: Clasik < lisa@clasikhh.com> Sent: September 8, 2021 10:03 AM

To: Carolyn Ferraby < Carolyn. Ferraby @ MDGreenview.ab.ca>

Cc: Chris Berkholtz <chris@clasikhh.com>; Michelle Groenendyk <michelle@clasikhh.com>

Subject: Clasik Hardware Inc. RV Storage Lease Billing

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Carolyn,

The last bill we received for the RV Storage Lease was dated 5/29/20 on IVC000027507 on our customer ID 187501 for the amount of \$12,632.93.

Could you please advise when we will be receiving our new lease invoice for 2021/2022.

Thanks.

Lisa Berkholtz

Carolyn Ferraby

Interim Manager, Finance & Admin

Municipal District of Greenview No.16 | 10002 Shand Avenue Grande Cache, Alberta T0E 0Y0

Direct: 1-780-827-7304<tel:1-780-827-7304> | Fax: 1-780-827-2406<tel:1-780-827-2406> | Toll Free: 888-524-

7601<tel:888-%20524-7601> | 24/7 Dispatch: 866-524-7608<tel:866-524-7608>

 $mdgreenview.ab.ca < \underline{http://www.mdgreenview.ab.ca/} \\ \& GrandeCache.ca \mid Follow us on Twitter$

 @mdofgreenview https://twitter.com/mdofgreenview

[http://mdgreenview.ab.ca/wp-content/uploads/2021/02/MD Greenview Email Logo.png]

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28.0 Parks and Open Spaces POS District

28.1. Purpose

This land use district is generally intended to provide for development of public parks and other public uses which are supportive of those uses.

28.2. Permitted and Discretionary Uses

1.1. <u>Permitted Uses</u> Campground. Golf Course.	1.2.	<u>Discretionary Uses –</u> <u>Development Officer</u> Child care facilities.	1.3.	<u>Discretionary Uses –</u> <u>Municipal Planning</u> <u>Commission</u>
Communit y		Places of worship.		Cemeteries.
recreation		Public uses.		Exhibition and
services.		Recycling depot.		c o nvention
Public parks.		Temporary uses.		facilities.
Buildings and uses		Buildings and uses		Outdoor storage.
accessor y to		accessory to		Recreational
permitted uses.		discretionary uses.		facilities.
,		•		Surveillance Suite.

28.3. Subdivision Regulations

Minimum site area shall be sufficient, in the opinion of the Subdivision Authority, to accommodate the proposed use.

28.4. **Development Regulations**

Maximum site coverage and/or floor area ratio	At the discretion of the Development Authority, having regard for the amenities of the neighbourhood in which the site is located; but no more than the least restrictive adjacent land use district.
Minimum required front, side and rear yards	At the discretion of the Development Authority, having regard for the amenities of the neighbourhood in which the site is located; but no less than the least restrictive adjacent land use district.
Maximum building height	At the discretion of the Development Authority, having regard for the amenities of the neighbourhood in which the site is located; but no more than the least restrictive adjacent land use district.

- 1.1 The Development Authority shall require that the design, siting, landscaping, screening and buffering of any development minimize and compensate, in its sole opinion, for any objectionable aspects or potential incompatibility with development in abutting land use district.
- 1.2 In considering whether or not to approve a development application for a discretionary use, the Development Authority shall evaluate the proposal in terms of its scale and the extent to which it is, in its sole opinion, consistent with, and not prejudicial to, the overall purpose of this land use district.





Hamlet of Grande Cache-Legal Land Description:

Plan 782 2521, Block 40, Lot 1-53



Meters

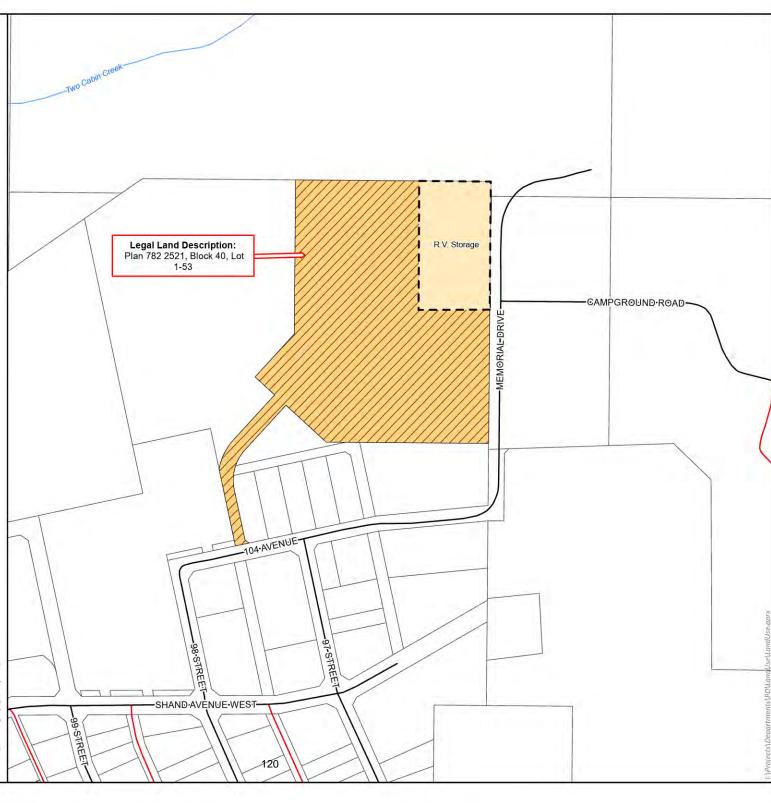
Produced: October, 2021 Projection: UTM Zone 11N NAD 83

200

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TOWN OF GRANDE CACHE

ADMINISTRATION OFFICE

Provincial Building ~ 10001 Hoppe Avenue Box 300 ~ Grande Cache, Alberta ~ T0E 0Y0

Clasik Hardware Inc. Home Hardware Box 637 Grande Cache, AB TOE 0Y0

January 29, 2018

Re: Property Lease – RV Storage Lot 1-53 Block 40 Plan 7822521

Dear Mr. Berkholtz

This letter is a follow up in response to your letter dated December 8th 2017 that was received in our office on January 4th, 2018. With your lease renewal fast approaching, I felt it would be prudent to include your request on our agenda for Council's consideration sooner rather than later. On January 24th, 2018 at the Regular Council meeting, Council motioned to go in-camera to discuss your request.

Council appreciates the many factors that must be considered by business owners when establishing their business plans. Clasik Hardware Inc Home Hardware is an important business member in our community and an excellent lease-holder of the above noted property.

Council has directed me to offer you a 3-year lease at the <u>current lease rate</u>, locked in for the full term with no annual increase. I hope you agree to this offer and would ask that you respond at your earliest convenience. If you have any questions or comments, please do not hesitate to contact me.

Sincerely

Denise Thompson

Chief Administrative Officer

Town of Grande Cache

cc Herb Castle, Mayor

Town of Grande Cache



T 780 827 5255 F 780 827 5203

February 1, 2018

Denise Thompson Chief Administrative Officer Town of Grande Cache Box 300 Grande Cache, AB TOE 0Y0

Dear Ms. Thompson,

RE: Property Lease – RV Storage Lot 1-53 Block 40 Plan 7822521

Thank you to you, Mayor and Council for taking our request into consideration and for a prompt reply.

Clasik Hardware Inc. agrees to the offer of a 3 year lease at the current lease rate that will be locked in for a full term with no annual increase as presented in your letter dated January 29, 2018.

Sincerely,

Chris Berkholtz

Owner / Operator

Clasik Hardware Inc.

FEB - 2 2018

TOWN OF GRANDE CACHE
ALBERTA



T 780 827 5255 F 780 827 5203

December 8, 2017

Town of Grande Cache Box 300 Grande Cache, AB T0E 0Y0

Dear Council,

RE: Property Lease – RV Storage Lot #1-53 Block #40 Plan #7822521



Clasik Hardware Inc. has held the lease on the above noted property since 2011. It was agreed upon at that time that there would be a 5% increase annually. With this annual increase along with the economic slowdown it has been extremely difficult to remain competitive with similar storage facilities in other communities.

The annual lease, along with the investment that Clasik Hardware Inc. has put into the property has made it a major challenge to keep the storage facility operating. We have not increased the rates for our customers as we feel it would not be fair to the community.

When Clasik Hardware Inc. constructed the storage facility, the Town bylaw for trailer parking was strictly enforced. In the last 2-3 years, this bylaw has not been enforced due lack of consistent staff to fill the Peace Officer role. Due to the lack of enforcement, we have seen another drop in site rentals.

On behalf of Clasik Hardware Inc., I am requesting a 5 year lease renewal with a 10% decrease on the current lease rate and to remain locked in this rate for the full term with no annual increase.

Clasik Hardware Inc. has strived to provide certain services to fill the needs of our community. We support community and town driven initiatives. We plan to continue to invest and support the Town of Grande Cache in any way possible.

Sincerely,

Chris Berkholtz
Owner/Operator
Clasik Hardware Inc.

FOR LEASE FILE

ISSUE SHEET

Extension RV Storage Lease

SUBJECT: To extend the RV Storage Lease until 2019

BACKGROUND:

- Many residents of Grande Cache own Recreational Vehicles which are too large to be stored on their property.
- As a result, many RV owners park their RV's on the street or in the back alleys.
- This situation is causing some frustration for residents and town departments as the parking by-law
 has been difficult to enforce. This causes traffic congestion, potential pedestrian/vehicular
 accidents, and enforceability issues with By-Law enforcement. There have been many complaints
 about the parking of recreational vehicles on the streets.
- Safety is an issue when RV's are parked on the street without being hitched to a vehicle
- While trying to enforce no RV parking in the back lanes, the Town took quite a backlash from the citizenry.

CURRENT SITUATION:

- Town entered into a 5 year lease with Clasik Hardware on Town owned land (2010-2014)
- The Tenant has developed the space for RV parking at his expense
- The Tenant has seen increased use each year
- Tenant is requesting an extension at this time as he is in a situation where he would be able to use the infrastructure now for his new development. (Tenant would cancel lease this year if no extension)
- The RV storage serves a much-needed service for the residents of Grande Cache

VISION:

- An organization that provides superior customer service to our guests and residents
- An organization that encourages and supports entrepreneurs
- An organization that supports a strong healthy community where the needs of residents are met

RECOMMENDATION

The Town extend the RV lease to 2019.

Committee as a Whole
-February 15/12
-February 15/12
-February 15/12
-Rector approval @ next
-Regular ntg.
Regular 29/12 093/12
-March 29/12 093/12
-Resolution No.
-Resolutio

Carolyn Ferraby

From:

Carolyn Ferraby

Sent:

August-14-15 2:51 PM

To:

'lisa@clasikhh.com'

Subject:

RV lease

Attachments:

RV lease.pdf

Hi Lisa

I've attached the lease. I did notice the 1st invoice in 2009 was billed to Clasik, however the next year was changed to Grande RV & Storage (B4 Oilfield).

Anyway, I'll have that changed back to 'Clasik Hardware Inc.' and revise the 2015 invoice.

Just to summarize our discussion.

- 1. Council approved an extension on the lease for an additional 3 years. 2015-2017.
- 2. July 2013, Council approved the request for additional land (appx 5200 sq ft), increasing the lease an additional 5%.
- 3. Payment arrangements We only have Pre-Authorized payments for Utilities and Taxes. Therefore if you want to make a payment plan, post-dated cheque could be an option.

I think that is it, if you have any more questions, please just ask.

Carolyn Ferraby

Chief Financial Officer Town of Grande Cache

PH: 780.827.3362 ext.25

FX: 780.827.2406

Memorandum

To: Louise McMann From: Debbie McCann

Date: 2010-02-24

Re: Clasik - RV Storage

10089000

Louise,

Please bill:

Clasik Hardware

P.O. Box 760

Grande Cache, Alberta

The following for RV Storage Lease:

2010: \$8,143.32

2011: \$8,550.47 -

2012: \$8,977.99 ~

2013: \$9,426.89

2014: \$9,898.23

5% increases

withincrosed land

pe.10,393.14

This should all go to account# 1-12-00-560-30

2014-Increase land \$ 4949

2015\$10,912:80

+ G.S.T

3016 \$11,458,44

2017 12,031.36

3 pear persion

ISSUE SHEET

Extension RV Storage Lease

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RECOMMENDATION

• The Town extend the RV lease to 2019.

Committee as a Whole

- February 15/12

- February 15/12

- February 15/12

- Regular 12/12

- March 28/12 093/12

- March 28/14 O 3 yr. extension

approve 3 yr. extension

approve



Town of Grande Cache

Request for Decision

July 3, 2013

Resolution No. <u>243/13</u>

		Date P	repared <u>Ju</u>	ne 27, 201	3
Subject Request for leased land expans	sion				
Recommendation The owners of the local RV stor additional land.	age area have made a re	equest to ac	cquire 5200 Sq F	t of additional	land. Approx. 5%
CAO Comments					
RECOMMENDATION					
Report/Document:	Attached		Available		None
Currently there is a lease in plant business have a waiting list for them 12 additional lots to rent of them 12 additiona	RV lots to rent and are cuut. tices / Legislation	urrently turn	ing away custon	ners. This 5200	0 sq ft of land will give
lanes and on the road.	ai storage lots for hy s. F	AS NO CUITE	it space is availa	able people are	
Response Options and Increase of economic benefits t			RV problems wit	n parking.	
IMPLICATIONS OF RE General Help get RV's off of streets and			economy		
Organizational None required					
Financial None					

Follow-up Action / Communication Council decision regarding value of lease or no		
Submitted by: Brian Lott	Reviewed by:	CAC
	ing Data () () >//>	
Committee as a Whole Most		
Committee as a Whole Meet Action(s): Rec for discussion / appr	roval @ next Regular mtg on July	<i>l0</i> //3
Action(s):		10//3



TOWN OF GRANDE CACHE

OFFICE OF THE FIRE CHIEF AND PUBLIC SAFETY OFFICER



Provincial Building ~ 10001 Hoppe Avenue Box 300 ~ Grande Cache, Alberta ~ T0E 0Y0 Telephone: 780-827-3362 EXT 34

Fax: 780-827-3988

Email: <u>brian.lott@grandecache.ca</u>
Website: www.grandecache.ca

Clasik RV Storage Lease Agreement

June 27, 2013

Details: Lease Cost for 2013: \$9426.89

2014: \$9898.23

Town of Grande Cache Owned Land

Recommend a lease increase of 5% per year.

No development permit applied for as of this date.

Submitted by:

Brian Lott

Fire Chief/SCO Interim Development Officer

(t) 780.827.3362

(f) 780.827.3988

www.grandecache.ca

Town of Grande Cache REGULAR COUNCIL MEETING Wednesday, July 10, 2013 at 6:00 pm Council Chambers

Present: Mayor Louise Krewusik

Councillor Johannes Zwart Councillor Herb Castle Councillor Tony McCormick Councillor Shawn Moulun

Rick McDonald, Interim Chief Administrative Officer

Carolyn Ferraby, Chief Financial Officer

Lisa Brown, Executive Assistant

Regrets: Coun

Councillor Rob Staples

1.0 CALL TO ORDER AND RELATED BUSINESS

1.1 Call to Order

Mayor Louise Krewusik called the meeting to order at 6:02 pm.

1.2 Adoption of Agenda

Mayor Krewusik asked if there are any additions or deletions to the agenda. She added items 2.3 (g) – Appointment of Weed Inspectors for the Town, 3.1 (d) – MD of Greenview Fire Hall Design meeting.

Moved by Deputy Mayor Zwart and seconded by Councillor Moulun 237/13 RESOLVED THAT the agenda is adopted as amended.

CARRIED

1.3 Adoption of Meeting Minutes

Mayor Krewusik asked if there are any additions, deletions or corrections in the following meeting minutes.

Moved by Deputy Mayor Zwart and seconded by Councillor Castle 238/13 RESOLVED THAT the following minutes:

Subdivision Authority Meeting Minutes for June 12, 2013 Regular Meeting Minutes for June 12, 2013

be taken as circulated and approved as amended, all statutory requirements having been filled.

CARRIED

Mayor Krewusik asked if there is any business arising from the meeting minutes.

2.0 ITEMS FOR DISCUSSION AND RELATED BUSINESS

2.1 Public Hearing

None

2.2 Presentations

a) RCMP

Sgt. Dickinson gave a verbal update on the detachment staffing and overview of the monthly reports for May and June 2013.

Chair Initial	CAO Initial

b) Mr. Paul Bailey

Mr. Bailey explained he owns properties on Stephenson Drive and there are no sidewalks or gutters on this street. He said his taxes increased over 10% from last year. He asked that Council consider not raising taxes next year.

R. McDonald explained the assessment process for properties in town. Mayor Krewusik asked Mr. Bailey if he spoke with the assessor regarding his properties. Mr. Bailey responded that he had missed the deadline for assessment appeals, but will contact the assessor to discuss his property assessments.

Mayor Krewusik added Mr. Bailey's request under 4.8 on the agenda for further discussion.

2.3 Requests for Decision

- a) Bylaw No. 761 To Amend Taxi Bylaw No. 668, Schedule A Part 2: Rate Increases
 - i) Letter from Hidden Gem Taxi, re: Request for Rate Increase

Moved by Deputy Mayor Zwart and seconded by Councillor Moulun
239/13 RESOLVED THAT Bylaw No. 761 – To Amend Taxi Bylaw No. 668,
Schedule A – Part 2: Rate Increases be given first reading.

CARRIED

Moved by Councillor Moulun and seconded by Councillor McCormick

240/13 RESOLVED THAT Bylaw No. 761 – To Amend Taxi Bylaw No. 668,

Schedule A – Part 2: Rate Increases be given second reading.

CARRIED

Moved by Councillor McCormick and seconded by Deputy Mayor Zwart

241/13 RESOLVED THAT Bylaw No. 761 – To Amend Taxi Bylaw No. 668,

Schedule A – Part 2: Rate Increases be given all three readings at this meeting.

CARRIED UNANIMOUSLY

Moved by Councillor McCormick and seconded by Deputy Mayor Zwart 242/13 RESOLVED THAT Bylaw No. 761 – To Amend Taxi Bylaw No. 668, Schedule A – Part 2: Rate Increases be given third and final reading.

CARRIED

ACTION: Council directs Administration to add Taxi Bylaw to the agenda for the next Council Policy and Priorities Meeting on September 4, 2013.

b) RV Storage Area Lease, Request for Additional Land

Moved by Councillor McCormick and seconded by Deputy Mayor Zwart 243/13 RESOLVED THAT Council approves an additional 10% increase of land at the RV Storage lease area.

CARRIED

c) Intermunicipal Assessment Review Board, Amending Agreement

Moved by Deputy Mayor Zwart and seconded by Councillor Castle 244/13 RESOLVED THAT Council approves the Intermunicipal Assessment Review Board Amending Agreement as presented, and authorizes the Mayor and Interim Chief Administrative Officer to sign the necessary documentation.

CARRIED

Chair Initial	CAO Initial

d) Traffic Bylaw No. 762

R. McDonald explained that Administration is recommending Council give first reading to the new bylaw. He said following first reading, the process would include providing the bylaw online for the public to review and that Council host an open public meeting to allow public input regarding the proposed bylaw.

Deputy Mayor Zwart asked about speed limits on 97 Avenue along the condos. R. McDonald explained the bylaw is presented as a draft and can be amended.

Moved by Councillor Moulun and seconded by Councillor Castle

245/13 RESOLVED THAT Traffic Bylaw No. 762 be given first reading.

CARRIED

e) Election Bylaw No. 763

Moved by Councillor Moulun and seconded by Councillor McCormick

246/13 RESOLVED THAT Election Bylaw No. 763 be given first reading.

CARRIED

Moved by Deputy Mayor Zwart and seconded by Councillor Castle
247/13 RESOLVED THAT Election Bylaw No. 763 be given second reading.

CARRIED

Moved by Deputy Mayor Zwart and seconded by Councillor Castle 248/13 RESOLVED THAT Election Bylaw No. 763 be given all three readings at this meeting.

CARRIED UNANIMOUSLY

Moved by Councillor McCormick and seconded by Councillor Castle 249/13 RESOLVED THAT Election Bylaw No. 763 be given third and final reading.

CARRIED

f) Council Communication Device Policy

Moved by Councillor Castle and seconded by Deputy Mayor Zwart

250/13 RESOLVED THAT Council approves the Council Communication

Device Policy as presented.

TABLED

ACTION: Council directs Administration to draft an agreement for Council electronic devices.

ACTION: Council directs Administration to draft an amendment for the Council electronic devices policy to include a clause addressing the purchase of devices based on depreciated value at end of each term.

g) Appointment of Town Weed Inspectors

Moved by Deputy Mayor Zwart and seconded by Councillor McCormick 251/13 RESOLVED THAT Council appoints Town Weed Inspectors effective immediately and expiring in December 31, 2013, as follows: Shanda Berns, Jordan Gervais, Michele Reimer, Kristin Gostick, Dennis Haglund, Quentin Bochar and Christine Schlief.

CARRIED

2.4 Open Public Forum

None	
Chair Initial	CAO Initial

Mayor Krewusik called a recess at 7:24 pm The meeting reconvened at 7:30 pm

3.0 REPORTS

3.1 Mayor

- a) Northwest Alberta Child and Family Services Meeting on June 14, 2013
- b) Northern Alberta Mayors and Reeves Caucus Meeting on June 21, 2013

Mayor Krewusik gave a verbal overview of the meetings.

c) Invitation to MLA Golf Tournament

Mayor Krewusik explained that if anyone is interested in participating in this event, costs are not covered by the Town.

d) MD of Greenview Fire Hall Designs Meeting - attendance

Councillor Castle and Councillor Moulun volunteered to attend and will contact B. Lott, Fire Chief.

Moved by Councillor McCormick and seconded by Deputy Mayor Zwart 252/13 RESOLVED THAT Council approves two Councillors attend the MD of Greenview Fire Hall Designs Meeting in Valleyview and that travel expenses are covered.

CARRIED

3.2 Deputy Mayor

Nothing to report

3.3 Councillors

- a) Grande Cache Municipal Library Meeting Minutes for May 28, 2013
- b) Grande Cache Municipal Library, attachment

The meeting minutes were accepted for information.

3.4 Chief Administrative Officer

- a) Bimonthly Report
- R. McDonald gave a verbal report.
- b) Financial Statement, 1st Quarter (period ending March 31, 2013)
- C. Ferraby gave a verbal overview of the first quarter financial statement.

Moved by Deputy Mayor Zwart and seconded by Councillor Moulun 253/13 RESOLVED THAT Council approves the first quarter financial statement as presented.

CARRIED

c) Action Log

Council reviewed the Action Log. R. McDonald explained that a letter of response was emailed to Mr. Tocher regarding the Milner Power mine on Grande Mountain.

Chair Initial	CAO Initial

4.0 CORRESPONDENCE

	<u>From</u>	<u>Subject</u>	Disposition
4.1	Mr. Greg Didow/Ms. Gail	Letter, re: Property Taxes	Action
	Dupuis		
4.2	Edmonton Public Schools	Letter, re: Aquatics Centre	Info
		Assessment	IIIIO
4.3	Mr. Claude Menard, Royal	Letter, re: Legion Fall Rally	
	Canadian Legion, Branch No.	, ,	Info
	278		
4.4	Lesser Slave Lake Regional	14th Annual Alberta Recycling	
	Waste Services Commission	Conference	Info
4.5	STARS		Info
		Letter, re: Thank you	11110
4.6	Honorable Doug Griffiths,	Letter, re: Public Interest	Info
	Minister of Municipal Affairs	Disclosure Act	11110
4.7	Mr. Angus Morrison	Letter, re: Tax Penalty	Resolution/
		•	Action
4.8	Mr. Paul Bailey	Presentation, re: Taxes	Action
1.0	ivii. i dai balloy	r rootination, ro. raxes	, (011011

Moved by Councillor Castle and seconded by Deputy Mayor Zwart
254/13 RESOLVED THAT Council has reviewed and declines three requests from residents to waive tax increases/penalties.

CARRIED

ACTION:

Council directs Administration to draft a letter of response to Mr. Greg Didow and Ms. Gail Dupuis to acknowledge receipt of their correspondence and inform them that Council has declined their request to waive property tax penalties.

ACTION:

Council directs Administration to draft a letter of response to Mr. Angus Morrison to acknowledge receipt of his correspondence and inform him that Council has declined the request to waive property tax penalties.

ACTION:

Council directs Administration to draft a letter of response to Mr. Paul Bailey to acknowledge his presentation to Council and inform him that Council has declined the request to waive 2013 property tax increases.

5.0 CLOSED SESSION

5.1 Personnel - CAO Recruitment

(as per Sections 16, 19 and 24 of the Alberta Freedom of Information and Protection of Privacy Act)

Council determined an In Camera session was not required.

6.0 ADJOURNMENT

6.1 Next Meeting

The next Regular Meeting of Council is scheduled for Wednesday, August 14, 2013 at 6:00 pm in Council Chambers.

Chair Initial	CAO Initial	

Moved by C 255/13	Councillor Castle and seconded by Councillor Moulun WHEREAS the business of this meeting has now been com	ıpleted;
BE IT RESOL	LVED THAT Council does now adjourn.	CARRIED
The meeting	g concluded at 8:38 pm.	

Town of Grande Cache COUNCIL AS A WHOLE COMMITTEE MEETING Wednesday, July 3, 2013 at 9:00 am Council Chambers

Present:

Mayor Louise Krewusik Councillor Herb Castle

Councillor Shawn Moulun

Rick McDonald, Interim Chief Administrative Officer

Carolyn Ferraby, Chief Financial Officer

Lisa Brown, Executive Assistant

Brian Lott, Fire Chief/Public Safety Officer

Gary Bishop, Manager of Public Works and Utilities

Duane Didow, Interim Manager of Wellness and Recreation

Regrets:

Deputy Mayor Johannes Zwart Councillor Tony McCormick Councillor Rob Staples

1.0 CALL TO ORDER

Mayor Louise Krewusik called the meeting to order at 9:20 am. NO QUORUM

2.0 ACCEPTANCE OF AGENDA

Mayor Krewusik asked if there were additions to the agenda. She added items 5.2 – Meeting with Local Physicians and 5.3 – Special Meeting with Grande Cache Coal Corporation.

The agenda was accepted as amended.

2.1 Mr. Anton Hauck and Ms. Yvonne Rempel, Trail Maintenance Proposal

Mr. Hauck explained the proposal for development and maintenance of trails in and around the community. He explained the establishment of a committee and requested that the Town give permission to allow them to work on the trails.

Mayor Krewusik thanked the delegates for their presentation and asked that they work with D. Didow, Interim Manager of Wellness and Recreation. She asked that D. Didow work with the committee and provide progress updates/reports to Council.

Mr. Hauck and Ms. Rempel left the meeting at 10:05 am

3.0 DEPARTMENT REPORTS

3.1 Development

Council reviewed the monthly report, including the following points:

- Department Statistics
- Projects

3.2 Public Safety Department

Council reviewed the monthly report, including the following points:

- Projects
- Bylaw Enforcement Report

Chair Initial	CAO Initial	

3.3 Public Works and Utilities Department

Council reviewed the monthly report, including the following points:

- Successes/Accomplishments

3.4 Wellness and Recreation Department

Council reviewed the monthly report, including the following points:

- Successes/Accomplishments
- Council Input/Resources Required

4.0 UNFINISHED BUSINESS

None

5.0 NEW BUSINESS

5.1 Request for Decision – RV Storage Area Lease, Request for Additional Land

R. McDonald explained the request.

RECOMMEND FOR DISCUSSION/APPROVAL AT THE NEXT REGULAR MEETING ON JULY 10, 2013

5.2 Special Meeting with Local Physicians

Mayor Krewusik explained that Council should consider a meeting with local doctors to develop a strategy for recruitment and retention.

5.3 Special Meeting with Grande Cache Coal Corporation

Mayor Krewusik asked if there is any value in meeting with Grande Cache Coal Corporation. Council agreed to let them make contact if they want to meet.

6.0 NEXT MEETING

The next Council-As-A-Whole Committee Meeting is Wednesday, September 4, 2013 at 9:00 am in Council Chambers.

7.0 ADJOURNMENT

The meeting concluded at 10:54 am.

Louise Krewusik

Mayor

Rick McDonald
Interim Chief Administrative Officer

LEASE AGREEMENT

Between:

The Town of Grande Cache

A municipal corporation duly incorporated under the laws of the Province of Alberta (the "Landlord"), of the first part

- and -

Clasik Hardware Inc.

(the "Tenant"), of the second part

WHEREAS the Landlord is the owner of a certain parcel of land and premises more particularly described in the attached Schedule "A":

AND WHEREAS the Landlord has agreed to lease to the Tenant, the land identified in Schedule "A" (the "Leased Premises") for the exclusive purpose of operating a Recreational Vehicle storage area;

NOW THEREFORE, THIS INDENTURE WITNESSES that for, and in consideration of, the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, rendered, performed and fulfilled, the Landlord does demise and lease unto the Tenant the Leased Premises, on the terms and conditions set out below:

1. Term

The term of this Lease shall be five (5) years, commencing on the first day of March, 2009 (the "Commencement Date") and terminating on the twenty-eighth day of February, 2014 (the "Termination Date"), unless earlier terminated as provided herein.

2. Rent

The Tenant shall yield and pay unto the Landlord as rent, the sum of \$7,755.52 per year beginning in the year 2009, with an annual CPI increase or 5% increase (whichever is greater) for each of the following four years of the agreement.

3. Improvements 2010

MG 125

2010 8143,30+90+ 2014 8550,47+90+

4. Utilities

2013 9426.89

15-16 16-17 17-18 The Tenant shall be responsible for providing its own heat, ventilation and air conditioning, hot and cold running water, electrical power, telephone service and any other utilities that the Tenant may require.

5. Landlord's Covenants

The Landlord covenants and agrees as follows:

5.01 Quiet Enjoyment

For guiet enjoyment, save as hereinafter provided.

6. Tenant's Covenants

The Tenant covenants and agrees as follows:

6.01 Payment of Rent

The Tenant shall pay the rent, hereby reserved at all times as herein mentioned, by delivering yearly installments in person to an officer of the Landlord, or by mailing the said monthly installments to the Landlord at the address set out herein for Notices, or to any other address of which the Landlord may give notice in writing to the Tenant.

6.02 Maintenance and Repair

The Tenant shall, during the said term, keep and maintain the Leased Premises.

6.03 Inspection

The Tenant shall permit the Landlord and its agents, at all reasonable times during the term, to enter the Leased Premises to examine the condition thereof.

6.04 Use of Premises

The Leased Premises are leased to the Tenant for the exclusive purposed of operating a Recreational Vehicle storage area. It is expressly understood and agreed that if the Tenant ceases to require the land as a Recreational Vehicle storage area, the land shall be surrendered to the Landlord and this Lease shall thereupon determine.

6.05 Alterations and Tenant's Fixtures

The Tenant shall not make or permit to be made, any alterations to the Leased Premises without first having submitted a written plan thereof to the Landlord, and having obtained the written approval of the Landlord. Any alterations or improvements to the Leased Premises made by the Tenant during the term of this Lease shall be removed by the Tenant at the expiration of the said term, and the Tenant shall, at no cost to the Landlord, restore the Leased Premises to the condition in which they existed as at the

commencement date, with normal wear and tear expected. If the Tenant fails to remove any such alterations or improvements to the Leased Premises on the expiration of the said term, the same shall become the property of the Landlord absolutely, and the Landlord shall have the right to so remove them and any costs incurred by the Landlord with regard to such removal shall be paid by the Tenant forthwith on demand. No permanent structures will be allowed.

6.06 Subletting

The Tenant shall not assign this Lease or sublet without the Landlord's written consent, which consent may be arbitrarily withheld.

6.07 Liability Insurance

The Tenant shall at all times during the term of this Lease, maintain in force at its sole cost and expense, public liability insurance to cover the following risks, namely:

- General public liability insurance against claims for personal injury;
- Death or property damage occurring upon, in or about the Leased Premises, such insurance to afford protection to the limit of not less than \$2,000,000 for personal injury or death, in respect of any one accident, and to the limit of not less than \$75,000 for property damage, in respect of any one accident.

6.08 Signs

The Tenant shall not erect or install any exterior signs without the written consent of the Landlord. The Tenant shall indemnify and save harmless the Landlord from all claims, demands, loss or damage to any person or property arising from any such signs.

6.09 Damage to Tenant's Property

The Landlord shall not be liable for any damage to any personal property of the Tenant, its servants, agents, invitees or licensees at any time or under any circumstances wheresoever, nor liable for any claim for damages for any loss of business or otherwise, arising from the escape or leaking of any steam, gas, electricity, water, rain or snow, or arising from the failure of any equipment, apparatus or installation concerning the use of such substances, unless such damage is due to the willful act or gross negligence of the Landlord. The Tenant shall indemnify and save harmless the Landlord from any claim or liability whatsoever arising other than from willful acts or gross negligence of the Landlord.

6.10 Personal Injury

If the Tenant or any servant, agent, invitee or licensee of the Tenant suffers death, injury or damage on the Leased Premises, the Landlord shall not be liable therefore, under any circumstances whatsoever. The Tenant shall indemnify and save harmless the Landlord from any claim or liability whatsoever which may result there from.

6.11 Landlord's Regulations

The Tenant shall observe and perform such reasonable regulations as may be promulgated by the Landlord for assisting in the wholesome, safe and efficient operation of the land. If the Tenant fails to comply with such regulations, or violates them, the Landlord shall have the right to take such action as it deems necessary to ensure that the regulations are complied with, and any moneys expended by the Landlord in relation thereto, shall be paid by the Tenant on demand, and if not paid, shall be construed as rent-in-arrears. For the enforcement of such regulations, the Landlord shall have available to it, all remedies provided in this Lease for a breach thereof, and all legal and equitable remedies whether or not provided for in the Lease.

6.12 Legal Costs

The Tenant shall pay and indemnify the Landlord against all legal costs and charges (including solicitors and counsel fees), lawfully and reasonable incurred in enforcing payment of any sums due under this Lease, and in obtaining possession of the Leased Premises after default by the Tenant, or upon expiration or earlier termination of the term of this Lease, or in enforcing any covenant, proviso or agreement of the Tenant contained herein.

7. Expropriation

If title to the whole, or a portion of the Landlord's property, whether or not including the Leased Premises, is taken by expropriation, this Lease shall, at the option of the Landlord, forthwith cease and terminate, and in such case, the rent shall abate and be apportioned to the date of termination. The Tenant shall have no claims upon the Landlord for the value of the unexpired term of this Lease, but the parties all each be entitled to separately advance their claims for compensation for the loss of their respective interest in the demised premises, and the parties shall each be entitled to receive and retain such compensation as may be awarded to each respectively.

8. Breaches by Tenant

If any of the following events occurs, that is:

- a) If rent, or any part thereof, is not paid when due, in the case of nonpayment of any other sum or sums which the Tenant is obligated to pay under any provisions of this Lease; or
- b) If the Leased Premises become vacant or remain unoccupied for ten (10) days, or are used for any purpose other than as permitted by this Lease; or
- c) If the term hereby granted or any goods, chattels, or equipment of the Tenant are taken or exigible in execution or in attachment; or
- d) If the Tenant becomes insolvent or commits an act of bankruptcy or becomes bankrupt or takes the benefit of any Act that may be in force for bankrupt or insolvent debtors or becomes involved in voluntary or involuntary winding-up proceedings; or
- e) If the Tenant violates any of the covenants, agreements, provisions, stipulations and conditions herein contained; or

f) If the Tenant makes a bulk sale of its goods and equipment, or attempts to move its goods and equipment out of the demised premises;

then and in any such case, at the option of the Landlord, the full amount of the current year's rent shall immediately become due and payable, and the Landlord may immediately distrain for the same, together with any arrears then unpaid, and the said term shall immediately, at the option of the Landlord, become forfeited and determined, and the Landlord may without notice or any form of legal process, forthwith re-enter upon and take possession of the Leased Premises, or any part thereof in the name of the whole, and remove and sell the Tenant's goods and equipment, any rule of law or equity to the contrary notwithstanding, and in addition to any remedy otherwise provided, the Landlord may follow the goods and equipment of the Tenant to any place to which the Tenant or any other person may have removed them in the same manner, as if they had remained and had been distrained upon the demised premises.

9. Overholding by Tenant

If the Tenant remains in possession of the Leased Premises after the expiration of this Lease, and without the execution and delivery of a new Lease, the Tenant shall be deemed to be occupying the demised premises as a tenant from month to month, at a monthly rate equal to the monthly installment payments required under the Lease. The Tenant shall remain subject to all of the covenants, agreements, conditions, provisions and obligations imposed upon it by this Lease to the extent that they are applicable to a month to month, at a monthly rate equal to the monthly installment payments required under this Lease. The Tenant shall remain subject to all of the covenants, agreements, conditions, provisions and obligations imposed upon it by this Lease to the extent that they are applicable to a month-to-month tenancy. No tenancy from year to year shall be created or deemed to be created by implication of law.

10. Assignment by Landlord

- 10.01 In the event of any sale, mortgage or other raising of funds charged upon the lands, including the Leased Premises, this Lease may be assigned by the Landlord to such purchaser or mortgagee or to a trustee on behalf of the same. If required by such purchaser, mortgagee or trustee, the Tenant shall execute and deliver such instruments as are required to subrogate its rights hereunder to the rights of the purchaser, mortgagee or trustee.
- 10.02 If the purchaser, mortgagee or trustee under any trust deed duly goes into possession of the Leased Premises, the Tenant shall attorn to and become the tenant of such purchaser, mortgagee or trustee.

11. Early Termination

Notwithstanding anything contained herein, the Tenant may terminate this Lease at any time upon one (1) month's written notice to the Landlord.

12. No Agency Created

It is expressly understood and agreed between the parties that no agency relationship is created between the Landlord and the Tenant by this Lease. The Tenant shall not pledge the credit of the Landlord and hereby agrees to indemnify and save harmless the Landlord from any claims whatsoever by third parties arising against the Landlord by reason of this Lease.

13. Tenant's Interest Not to be Pledged

The Tenant shall not pledge its interest under this Lease as security for any loan.

14. Notices

14.01 Notices may be given by either party to the other in writing, and either delivered in person or sent by registered or certified mail, to the following addresses:

lenant
Box 637
Grande Cache, Alberta
TOE 0Y0

14.02 Notices sent by regular mail shall be conclusively deemed to have been received by the addressee on the day following the date on which they are posted.

15. Effect of Agreement

- **15.01** This Lease shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and assigns, as the case may be.
- 15.02 This Lease may not be modified or amended, except by an instrument in writing, signed by the parties or by their respective successors or assigns.
- 15.03 This Lease contains the entire agreement between the parties, and it is admitted (so that the parties shall be forever estopped from asserting the contrary) that there is no condition precedent or warranty of any nature whatsoever, nor any collateral warranty or covenant whatsoever to the within Lease, except as expressly set out herein.
- 15.04 Time shall be of the essence.

15.05 This Lease shall be governed by, and interpreted according to the laws of Canada and of the Province of Alberta.

IN WITNESS of which the parties have executed these presents this 25 day of 36, 2009.

On behalf of the Landlord Town pf Grande Cache

On behalf of the Tenant Clasik Hardware Inc.

7

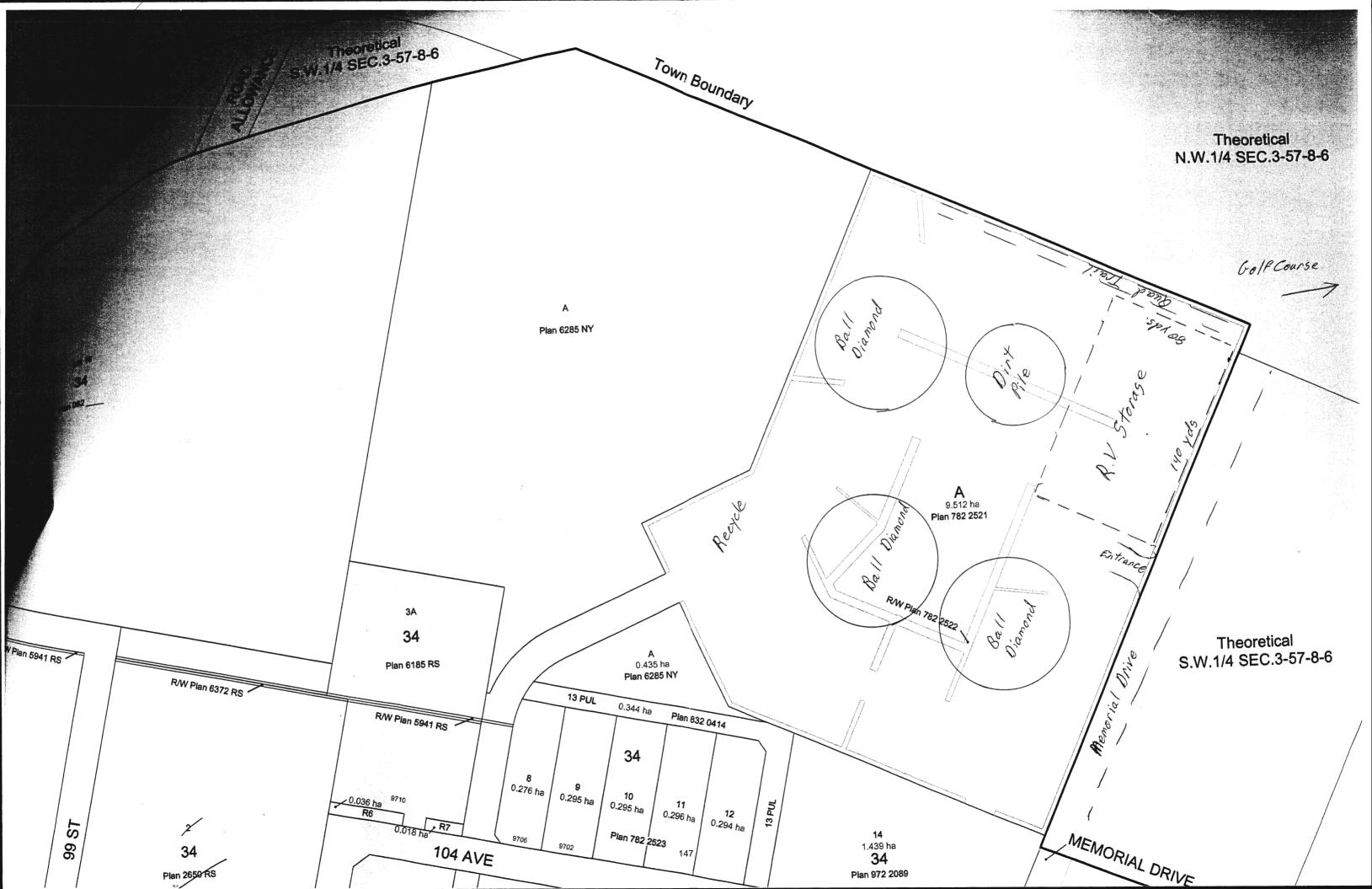
Grande RV Storage Act # 80200 COPY

Town of Grande Cache

TOWN OF GRANDE CACHE LAND USE BY-LAW NO. 641 APPLICATION FOR A DEVELOPMENT PERMIT



	PERMIT NO. ROLL NO.	1766
APPLICAN	NTS' INFORMATION:	Tune 16/09
Applicant 4	B4 OilField Services Lfd- Application Date: dress Box 760 Postal Code TOE OYO Te	Jenhone No. 780 827 5255
Registered	Owner of Land Town of Grande Carhe	icpriorio No. The back and
Mailing Ad	dress <u>Box 760</u> Postal Code <u>TOE o y o</u> Te I Owner of Land <u>Town of Grande Cache</u> dressPostal CodeTeleph	none No
	Y INFORMATION:	
Address of	f Property on which the development is to be effected <u>Memorial Drive</u>	
•	I) 1-53 Block 40 Registered Plan No. 782 252/	
Do you rec	quire a variance ?	
DEVELOP	MENT INFORMATION: "WHAT ARE YOU BUILDING?"	
Proposed	Development project: BV Storage Yard & Propage Sales onstruction (do not include lot value) 470,000,00 Size of development	
Value of C	onstruction (do not include lot value) 20,000,00 Size of development	80 x 140
	Commencement Date Func 1/09 Estimated Completion Date 7	uly 15/09
	Applicant if not owner of property	
Signature	of Applicant Sun Date June 16/09.	
ŭ		
Please rea	d carefully the "Development Procedure" on reverse side of this application	
This applic	NT NOTICE: eation does not permit you to commence construction until such a time a Notice of Decisent Authority.	sion has been issued by the
	FOR OFFICIAL USE ONLY DECISION ON APPLICATION	
The above following c	application has been approved by the Development Officer Municipal Planning Conditions:	ommission subject to the
(A Real Property Report prepared and bearing the seal of an Alberta Land Surveyor, ind development in relation to all property boundaries, shall be presented to the Development	
	construction proceeding beyond the foundation stage. Payment of the following fees: Development Permit \$	Admin levy \$
2. 1	Real Property Report Deposit \$	Admin levy 4
	Landscaping deposit: \$	4
	Hard surface driveway deposit \$	Total \$ 60.00
3 Conditio	ons as listed below:	
	All development to comply with local and provincial regulations, by-laws and codes	
	All building permits to be obtained from Alberta Permit Pro in Grande Prairie	
	All utilities to be located to avoid development on said	
· · ·		
✓ -		
The above	application has been refused for the following reasons:	
2.		
3		
Date of Do	cision July 17/09	, /
Date and I	ssue of this Notice and Permit <u>June 17</u> Bevelopment Officer <u>W. M.</u>	Tahr.

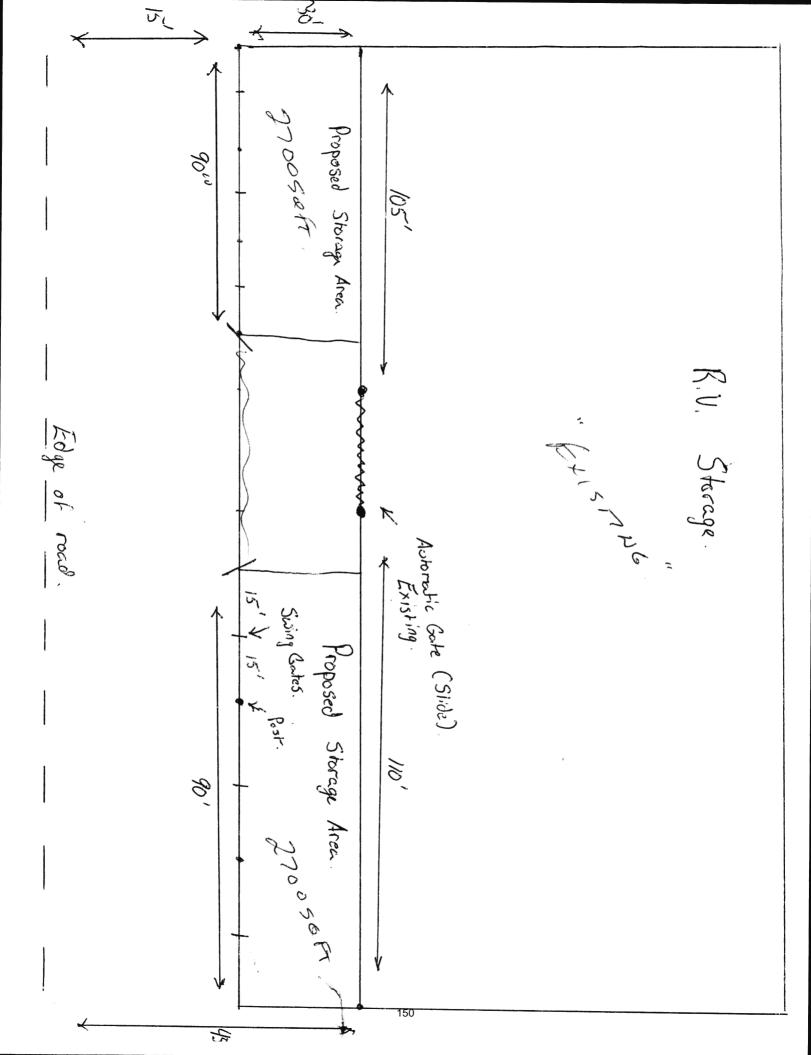




Dirt Pile

Memorial Drive

80 yals or 240 pt







T 780 827 5255 F 780 827 5203

April 13, 2009

Town of Grande Cache Box 300 Grande Cache, AB TOE 0Y0

Attention: Debbie McCann

Dear Madam:

Re: Propane Sales Proposal

As there is no propane location presently in town to fill propane operated vehicles or to fill propane bottles, we have contacted two propane companies that want to set up a system. Service stations and other sites that have frequent staff turn over are continually training staff so are shying away from propane fill stations.

We recently leased some property from the town on Memorial Drive to set up a RV storage yard and are requesting permission to set up a 1000 gallon propane sales system inside our fenced area. This system would be moved to a new store location when one is built.

Please see the attached for installation requirements and emergency plan details.

Yours truly,

Ivan Berkholtz President

Belle

- Staff Training.
- Propane System must be a minimum of 25' from any building, opening or any non-concrete building.
- System must be a distance great enough away from a power line so that a power pole or line may not fall on to tank or pump.
- Propane system must be protected with cement barriers to avoid vehicle or equipment contact.
- In the case of a small leak, shut off the source and notify the propane company.
- In the case of a major leak, safely shut of the source and evacuate the immediate area then call the fire department, Propane Company and Environment Canada.
- In the case of a fire, shut off at tank if safe to do so and call the fire department. Keep putting cold water on tank to keep the relief valve from popping. Evacuate and notify the Propane Company and Environment Canada.
- As propane is a liquid that turns into gas there is no ground contamination if a spill occurs.

ISSUE SHEET

RV Storage on Town Recreation Land

SUBJECT: Lease a portion of recreation land to a private individual for year round RV storage

BACKGROUND:

- Many residents of Grande Cache own Recreational Vehicles which are too large to be stored on their property.
- As a result, many RV owners park their RV's on the street or in the back alleys.
- This situation is causing some frustration for residents and town departments as the parking by-law
 has been difficult to enforce. This causes traffic congestion, potential pedestrian/vehicular
 accidents, and enforceability issues with By-Law enforcement. There have been many complaints
 about the parking of recreational vehicles on the streets.
- While trying to enforce no RV parking in the back lanes, the Town took quite a backlash from the citizenry.

CURRENT SITUATION:

- There is no RV storage area available in Grande Cache
- The Town currently has a large area of recreation land that is not being used
- A proposal from a local resident has been brought to the Town to lease approximately 2.5 acres of land for RV storage
- The proposed area is an area that is currently being used for dumping by town departments
- This proposed area is currently not on the radar for recreational development in the foreseeable future
- The proposed RV storage will create a more aesthetically pleasing area than what exists currently
- The RV storage will create a much-needed service for the residents of Grande Cache

VISION:

- An organization that provides superior customer service to our quests and residents
- An organization that encourages and supports entrepreneurs
- An organization that supports a strong healthy community where the needs of residents are met

RECOMMENDATION

- The Town enter into a five year lease with the proponent
- All improvements to be done at the expense of the proponent
- No permanent structures or improvements to be constructed
- The situation be re-evaluated after five years to determine whether there is a need for the land as recreational

CLASIK HARDWARE INC BOX 637 GRANDE CACHE, AB TOE 0Y0

PH: (780) 827-5255 FAX: (780) 827-5203

Debbie McCann, Development Officer Town of Grande Cache P.O. Box 300 Grande Cache, AB TOE 0Y0

Dear Debbie:

As a follow up to our previous proposal dated August 15, 2008 and our meeting on October 7, 2008 I would like to offer the following information.

A 5-10 year lease would be acceptable with provisions that we would be reimbursed for land improvements if the Town decides to discontinue our lease.

Purchasing the property when the lease term expires would be preferable; however, a lease renewal would be acceptable.

Property will be leveled, graveled and fenced, minimum 6', 8' if possible, and lighting will be installed as required for security reasons.

Stalls will be laid out for storing RVs, boats, trailers and possibly newer road worthy vehicles used for towing RVs. Storage of wrecked/damaged vehicles, etc. will not be allowed.

Wood framed boat shelters will be put in as per requirement. Shelters will be 3 sided and staked to the ground, no footings.

Future use of the property may include some mini storage with Town approval before construction. Storage units would be built of cinder block and a cement floor.

Storage rates will be between \$40.00 and \$50.00 per month.

Please call me at the above number if you require further information, however, I will be out of Town until October 30, 2008.

Yours truly,

Ivan Berkholtz

August 15, 2008

Debbie McCann, Development Officer Town of Grande Cache P.O. Box 300 Grande Cache, AB T0E 0Y0

Dear Debbie,

I am writing you today to propose that the Town of Grande Cache considers rezoning the land described as Part Lot A, Plan 6285 NY from recreational to commercial / light industrial.

We believe that there is an urgent need to open up space for Grande Cache residents to park their recreational vehicles and boats and to store other items. We are willing to invest our personal funds into this project, and we believe that there are several advantages for the Town, as outlined below:

- As discussed, residential areas of Grande Cache, including driveways and streets
 could be kept clear, reducing issues of overcrowding and cutting down on bylaw
 administration involved in ticketing offenders;
- We would be responsible for clearing the land of existing brush and dirt piles (excluding any obvious hazardous products if they are present), maintaining it, and turning it into useable land, saving the Town time and money in the future;
- The Town would earn additional revenue through either the receipt of lease payments or the proceeds on the sale of the land and subsequent property tax assessment amounts:
- The Town would save development, administration, maintenance and security costs and possible future liabilities by not having to run their own recreational and boat storage yard out by the airport, as has been discussed;
- We would be responsible for putting in fencing, lights, recreational vehicle stalls, boat coverings, and possible mini-storage units at our own cost, providing the residents of Grande Cache with additional services which are currently not available to them at no cost to the Town itself;
- As the storage yard would be located in the town itself, we feel that usage would be much greater than if the area was located out by the airport. In addition, having the yard in town would increase the security of the facility as the area would be more visible.

As mentioned above, we are willing to consider long-term leasing or purchase options for the land provided that rezoning is approved. We would expect that prices proposed by the Town would be below market values, as we feel that the investment is not viable overall at current commercial / light industrial market prices for land. We would charge fees

similar to what is available in surrounding locations, such as Hinton or Edson, to make the investment feasible to us and to ensure that users of the yard are paying fair prices for the services.

As residents of Grande Cache, we feel that the area is the ideal location for investment and economic growth. With its proximity to Grande Prairie, Hinton, Jasper and Edmonton, the increase in oil and gas activity, and its growing tourism appeal, we feel that the possibilities for the town are limitless. We believe that having a storage yard available to existing and new residents of Grande Cache will improve the appeal of the region overall and would be beneficial to the Town of Grande Cache both immediately and long-term.

Thank you in advance for considering this proposal. Please contact us if you have questions regarding the content, or if you wish to discuss the proposal further.

Sincerely,

Ivan & Anne Berkholtz

Schedule 'D'

From: Kelsey L. Becker Brookes
To: Jennifer Sunderman
Cc: Kathleen A. McKay

Subject: RE: [EXTERNAL] Legal Opinion on Lease Renewal for Clasik Hardware Inc. on Plan 782 2521, Blk 40, L 1-53

Date: November-16-21 2:49:16 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Jennifer,

•	
1	

Regards,

Kelsey Becker Brookes

 ${\sf Kelsey\ L.\ Becker\ Brookes\ (she/her)\mid Partner}$

Direct: 780.497.3304

From: Jennifer Sunderman < Jennifer. Sunderman@mdgreenview.ab.ca>

Sent: Wednesday, November 10, 2021 9:11 AM

To: Kelsey L. Becker Brookes <KBeckerBrookes@rmrf.com>

Subject: RE: [EXTERNAL] Legal Opinion on Lease Renewal for Clasik Hardware Inc. on Plan 782 2521,

Blk 40, L 1-53

Hi Kelsey,

Sent you a very long winded voice message, sorry. If you need clarification, please call me back.

Thanks, Jennifer

From: Kelsey L. Becker Brookes < <u>KBeckerBrookes@rmrf.com</u>>

Sent: November-10-21 8:55 AM

To: Jennifer Sunderman < <u>Jennifer.Sunderman@mdgreenview.ab.ca</u>>

Cc: Kathleen A. McKay < < KMcKay@rmrf.com>

Subject: RE: [EXTERNAL] Legal Opinion on Lease Renewal for Clasik Hardware Inc. on Plan 782 2521,

Blk 40, L 1-53

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Jennifer,

Thank you for this. I took a quick look at what you sent. Are you looking for a new Lease Agreement? If so, what are the terms? What happened after Denise's letter in January of 2018? Did he keep paying at the current lease rate? Has he paid the same for 2021? Or are you looking to end the arrangement now that his extended Lease term has ended? Or just what your options are at this point?

Happy to have a quick chat if that would help. I am pretty free today until 4 pm but then I am out of the office Thursday, Friday and Monday.

Regards,

Kelsey Becker Brookes

Kelsey L. Becker Brookes (she/her) | Partner

Direct: 780.497.3304

RMRF LLP has implemented measures and policies to mitigate the spread of COVID-19. Our office is open and operational; however, many of our staff and lawyers will continue to work remotely. We respectfully request that you do not enter our office if you are under a government issued mandatory quarantine requirement, or if you or someone from your immediate household is experiencing any

symptoms related to the COVID-19 virus.

Our COVID-19 resources and blog posts may be accessed here: COVID-19

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From: Jennifer Sunderman < Jennifer. Sunderman@mdgreenview.ab.ca>

Sent: Tuesday, November 09, 2021 3:31 PM

To: Kelsey L. Becker Brookes < KBeckerBrookes@rmrf.com>

Subject: [EXTERNAL] Legal Opinion on Lease Renewal for Clasik Hardware Inc. on Plan 782 2521, Blk 40, L 1-53

Hi Kelsey,

I left you a phone message but thought I would reach out via email as you might be away. The MD of Greenview would like to get a legal opinion on the above noted. I have attached the background info that I have. Please let me know if there is anything else that I can provide to you. Was hoping to have this by end of day on the 25th, if possible, please let me know.

Greatly appreciated, Jennifer

Jennifer Sunderman

Manager, Planning and Development

Municipal District of Greenview No.16 | 4707 50 St. Box 1079 Valleyview, Alberta TOH 3N0 Tel: 780-524-7600 | Fax: | Toll Free: 888-524-7601 | Direct: 1-780-524-7644 | Cellphone:

mdgreenview.ab.ca | Follow us on Twitter @mdgreenview16

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Thank you.

Jennifer Sunderman

Manager, Planning and Development

Municipal District of Greenview No.16 | 4707 50 St. Box 1079 Valleyview, Alberta TOH 3N0 Tel: 780-524-7600 | Fax: | Toll Free: 888-524-7601 | Direct: 1-780-524-7644 | Cellphone: mdgreenview.ab.ca | Follow us on Twitter @mdgreenview16

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Thank you.



Lease Agreement

Between

The Municipality of Greenview No. 16

A municipal corporation duly incorporated under the laws of the Province Of Alberta (the "Landlord"), of the First Part

-And-

Clasik Hardware Inc.

(the "Tenant"), of the Second Part

WHEREAS the Landlord is the owner of a certain parcel of land and premises more particularly described in the attached Schedule "A";

AND WHEREAS the Landlord has agreed to lease to the Tenant, the land identified in the Schedule "A" (the "leased Premises") for the exclusive purpose of operating a Recreational Vehicle storage area;

NOW THEREFORE, THIS INDENTURE WITNESSES that for, and in consideration of, the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, rendered, performed and fulfilled, the Landlord does demise and lease unto the Tenant the Leased Premises, on the terms and conditions set below:

1. Term

The term of this Lease shall be five (5) years, commencing on the first day of _____(the "Commencement Date") and terminated on the ___(the Termination Date), unless earlier termination as provided herein.

2. Rent

The Tenant shall yield and pay unto the Landlord as rent, the sum of \$7,755.52 per year beginning in the year ______, with an annual CPI increase or 5% increase (whichever is greater) for each of the following four years of the agreement.

3. Improvements

Any improvements required for said Recreational Vehicle storage area shall be at the sole expense of the Tenant.

4. <u>Utilities</u>

The Tenant shall be responsible for providing its own heat, ventilation and air conditioning, hot and cold running water, electrical power, telephone service and any other utilities that the Tenant may require.

5. Landlord's Covenants

The Landlord covenants and agrees as follows:

6. Quiet Enjoyment

For quiet enjoyment, save as hereinafter provided.

7. <u>Payment of Rent</u>

The Tenant shall pay the rent, hereby reserved at all times as herein mentioned, by delivering yearly installments in person to an officer of the Landlord, or by mailing the said monthly installments to the Landlord at the address set out herein for Notices, or to any other address of which the Landlord may give notice in writing to the Tenant.

8. Maintenance and Repair

The Tenant shall, during the said term, keep and maintain the Leased Premises.

9. Inspection

The Tenant shall permit the landlord and its agents, at all reasonable times during the term, to enter the Leased Premises to examine the condition thereof.

10. Use of Premises

The Leased Premises are leased to the Tenant for the exclusive purposed of operating a Recreational Vehicle storage area. It is expressly understood and agreed that if the Tenant ceases to require the land as a Recreational Vehicle storage area, the land shall be surrendered to the Landlord and this Lease shall be thereupon determine.

11. Alterations and Tenant's Fixtures

The Tenant shall not make or permit to be made, any alterations to the leased Premises without first having submitted a written plan thereof to the landlord, and having obtained the written approval of the Landlord. Any alterations or improvements to the Leased Premises made by the Tenant during the term of this Lease shall be removed by

the Tenant at the expiration date of the said term, and the Tenant shall, at no cost to the Landlord, restore the Leased Premises to the Condition in which they existed as at the commencement date, with normal wear and tear expected. If the Tenant fails to remove any such alterations or improvements to the Leased Premises on the expiration of the said term, the same shall become the property of the Landlord absolutely, and the Landlord shall have the right to so remove them and any costs incurred by the Landlord with regards to such removal shall be paid by the Tenant forthwith on demand. No permanent structures will be allowed.

12. Subletting

The Tenant shall not assign this Lease or sublet without the Landlord's written consent, which consent may be arbitrarily withheld.

13. Liability Insurance

The Tenant shall at all times during the term of this lease, maintain in force at its sole cost and expense, public liability insurance to cover the following risks, namely:

- General public liability insurance against claims for personal injury;
- Death or property damage occurring upon, in or about the Leased Premises, such insurance to afford protection to the limit of not less than \$2,000,000 for personal injury or death, in respect of any one accident, and to the limit of not less than \$75,000 for property damage, in respect of any one accident.

14. Signs

The Tenant shall not erect or install any exterior signs without the written consent of the Landlord. The Tenant shall indemnify and save harmless the Landlord from all claims, demands, loss or damage to any person or property arising from any such signs.

15. <u>Damage to Tenant's Property</u>

The Landlord shall not be liable for any damage to any personal property of the tenant, its servants, agents, invitees or licensees at any time or under any circumstances wheresoever, nor liable for any claim for damages for any loss of business or otherwise, arising from the escape or leaking of any steam, gas, electricity, water, rain or snow, or arising from the failure of equipment, apparatus or installation concerning the use of such substances, unless such damage is due to the willful act or gross negligence of the Landlord. The Tenant shall indemnify and save harmless the Landlord from any claim or liability whatsoever arising other than from willful acts or gross negligence of the Landlord.

16. <u>Personal Injury</u>

If the Tenant or any servant, agent, invitee, or licensee of the Tenant suffers death, injury or damage on the Leased Premises, the Landlord shall not be liable therefore, under any circumstances whatsoever. The Tenant shall indemnify and save harmless the Landlord from any claim or liability whatsoever which may result there from.

17. Landlord's Regulations

The Tenant shall observe and perform such reasonable regulations as may be promulgated by the Landlord for assisting in the wholesome, safe, and efficient operation of the land. If the Tenant fails to comply with such regulations, or violates them, the Landlord shall have the right to take such action as it deems necessary to ensure that the regulations are complied with, and any moneys expended by the Landlord in relation thereto, shall be paid by the Tenant on demand, and if not paid, shall be construed as rent-in-arrears. For the enforcement of such regulations, the Landlord shall have available to it, all remedies provided in this Lease for a branch thereof, and all legal and equitable remedies whether or not provided for in the Lease.

18. Legal Costs

The Tenant shall pay and indemnify the Landlord against all legal costs and charges (including solicitors and counsel fees), lawfully and reasonably incurred in enforcing payment of any sums due under this Lease, and in obtaining possession of the Leased Premises after default by the Tenant, or upon expiration or earlier termination of the term of this Lease, or in enforcing any covenant, proviso or agreement of the Tenant contained herein.

19. Expropriation

If title to the whole, or a portion of the Landlord's property, whether or not including the Leased Premises, is taken by expropriation, this Lease shall, at the option of the Landlord, forthwith cease and terminate, and in such case, the rent shall abate and be apportioned to the date of termination. The Tenant shall have no claims upon the Landlord for the value of the unexpired term of this Lease, but the parties all each be entitled to separately advance their claims for compensation for the loss of their respective interest in the demised premises, and the parties shall each be entitled to receive and retain such compensation as may be awarded to each respectively.

20. Breaches by Tenant

If any of the following events occurs, that is:

- If rent, or any part thereof, is not paid when due, in the case of nonpayment of any
- other sum or sums which the Tenant is obligated to pay under any provisions of this Lease; or

- If the Leased Premises become vacant or remain unoccupied for ten (10) days, or are used for any purpose other than as permitted by this Lease; or
- If the term hereby granted or any goods, chattels, or equipment of the Tenant are taken or exigible in execution or in attachments; or
- If the Tenant becomes insolvent or commits an act of bankruptcy or becomes bankrupt or takes the benefit of any Act that may be in force for bankruptcy or insolvent debtors or become involved in voluntary or involuntary winding-up proceedings; or
- If the Tenant violates any of the covenants, agreements, provisions, stipulations and conditions herein contained; or
- If the Tenant makes a bulk sale of its goods and equipment, or attempts to move it goods and equipment out of the demised premises;

Then in any such case, at the option of the Landlord, the full amount of the current year's rent shall immediately become due and payable, and the Landlord may immediately distrain for the same, together with any arrears then unpaid, and the said term shall immediately, at the option of the Landlord, become forfeited and determined, and the Landlord may without notice or any form of legal process, forthwith re-enter upon and take possession of the Leased Premises, or any part thereof in the name of the whole, and remove and sell the Tenants goods and equipment, any rule of law or equity to the contrary notwithstanding, and in addition to any remedy otherwise provided, the Landlord may follow the goods and equipment of the Tenant to any place to which the Tenant or any other person may have removed them in the same manner, as if they had remained and had been distrained upon the demised premises.

21. Overholding by Tenant

If the Tenant remains in possession of the Leased Premises after the expiration of this Lease, and without the execution and delivery of a new Lease, the Tenant shall be deemed to be occupying the demised premises as a tenant from month to month, at a monthly rate equal to the monthly installment payments required under the Lease. The Tenant shall remain subject to all of the covenants, agreements, conditions, provisions, and obligations imposed upon it by this Lease to the extent that they are applicable to a month-to-month tenancy. No tenancy from year to year shall be created or deemed to be created by implication of law.

22. Assignment by Landlord

In the event of any sale, mortgage or other raising of funds charged upon the lands, including the Leased Premises, this Lease may be assigned by the Landlord to such purchaser or mortgagee or to a trustee on behalf of the same. If required by such purchaser, mortgagee or to a trustee, the Tenant shall execute and deliver such

instruments as are required to subrogate its rights hereunder to the rights of the purchaser, mortgagee, or trustee.

- If the purchaser, mortgagee, or trustee under any trust deed duly goes into possession of the Leased Premises, the Tenant shall attorn to and become the tenant of such purchaser, mortgagee or trustee.

25. Early Termination

Notwithstanding anything contained herein, the Tenant may terminate this Lease at any time upon one (1) month's written notice to the Landlord.

26. No Agency Created

It is expressly understood and agreed between the parties that no agency relationship is created between the Landlord and the Tenant by this Lease. The Tenant shall not pledge the credit of the Landlord and hereby agrees to indemnify and save harmless the Landlord from any claims whatsoever by third parties arising against the Landlord by reason of this Lease.

27. Tenant's Interest Not to be Pledged

The Tenant shall not pledge its interests under this lease as security for any loan.

28. Notices

Notices may be given by either party to the other in writing, and either delivered in person or sent by registered or certified mail, to the following addresses:

<u>Landlord</u>	<u>Tenant</u>
PO Box 1079	Box 637
Valleyview, Alberta	Grande Cache, Alberta
TOH 3NO	TOF OYO

Notices sent by regular mail shall be conclusively deemed to have been received by the addressee on the day following the date on which they are posted.

29. Effect of Agreement

This Lease shall ensure to the benefit of and be binding upon the parties and their respective heirs, executers, administrators, successors, and assigns, as the case may be. This Lease may not be modified or amended, except by an instrument in writing, signed by the parties or by their respective successors or assigns. This Lease contains the entire agreement between the two parties, and it is admitted (so that the parties shall be forever estopped from asserting the contrary) that there is no condition precedent or warranty of any nature whatsoever, nor any collateral warranty or covenant whatsoever to the within Lease, except as expressly set out Herein.

Time shall be of the essence. This Lease s laws of Canada and of the Province of Ca	shall be governed by, and interpreted according to the anada.
IN WITNESS of which the parties have ex	xecuted these presents this day of, 2021.
On behalf of the Landlord	On behald of the Tenant
MD of Greenview	Clasik Hardware Inc.
	

Recording assessed persons

304(1) The name of the person described in column 2 must be recorded on the assessment roll as the assessed person in respect of the assessed property described in column 1.

(b)

(c)

Column 1 Assessed property

Column 2 Assessed person

- (a) a parcel of land, unless otherwise dealt with in this subsection;
- (a) the owner of the parcel of land;
- (b) a parcel of land and the improvements to it, unless otherwise dealt with in this subsection;
- the owner of the parcel of land;

182

Section 304

MUNICIPAL GOVERNMENT ACT

RSA 2000 Chapter M-26

Column 1 Assessed property

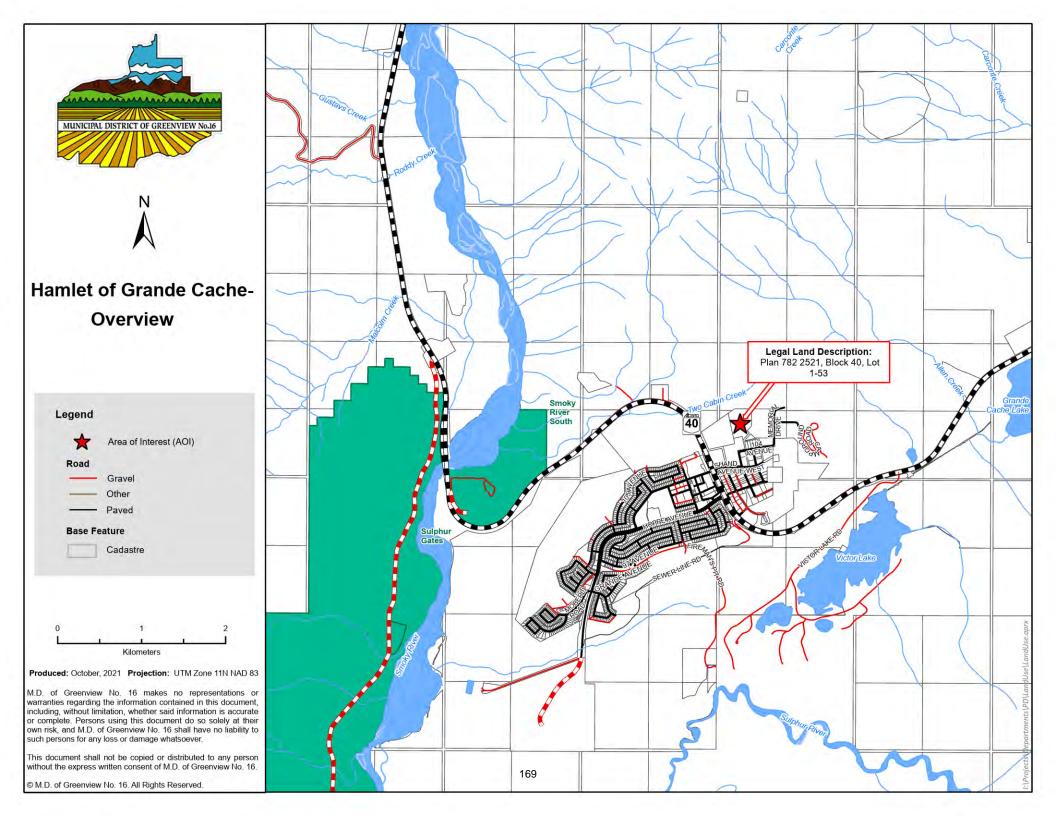
Column 2 Assessed person

- (c) a parcel of land, an improvement or a parcel of land and the improvements to it held under a lease, licence or permit from the Crown in right of Alberta or Canada or a municipality;
- the holder of the lease, licence or permit or, in the case of a parcel of land or a parcel of land and the improvements to it, the person who occupies the land with the consent of that holder or, if the land that was the subject of a lease, licence or permit has been sold under an agreement for sale, the purchaser under that agreement;
- (d) a parcel of land forming part of the station grounds of, or of a right of way for, a railway other than railway property, or a right of way for, irrigation works as defined in the Irrigation Districts Act or drainage works as defined in the Drainage Districts Act, that is held under a lease, licence or permit from the person who operates the railway, or from the irrigation district or the board of trustees of
- (d) the holder of the lease, licence or permit or the person who occupies the land with the consent of that holder;

- (d.1) railway property;
- (d.1) the owner of the railway property;
- (e) a parcel of land and the improvements to it held under a lease, licence or permit from a regional 68 airports authority, where the land and improvements are used in convention.

the drainage district;

(e) the holder of the lease, licence or permit or the person who occupies the land with the consent of that holder;





REQUEST FOR DECISION

SUBJECT: Eaton Falls Crescent – Appraisal and Sale of MD Owned Lots

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION

MEETING DATE: January 11, 2022 CAO: SW MANAGER: JS DEPARTMENT: PLANNING & DEVELOPMENT GM: RA PRESENTER: JS

STRATEGIC PLAN: Development LEG:

RELEVANT LEGISLATION:

Provincial (cite) – Section 70, Municipal Government Act, RSA 2000

Council Bylaw/Policy (cite) - N/A

RECOMMENDED ACTION:

MOTION: That Council accept the appraisal values on Plan 072 6030, Block 45, Lots 24 - 27, 31- 34, and 38, Plan 072 6030, Block 48, Lots 3-6 and 9-13 for the lots located in the Hamlet of Grande Cache Alberta as information.

MOTION: That Council direct Administration to sell the following Grande Cache properties at fair market value:

Plan, Block & Lot	Address	Assessor Estimate (Per Lot)	Lot Value (\$2.11 / Sq. ft.)	Per Sq. ft. Value (Assessor)	Plan, Block & Lot	Address	Assessor Estimate (Per Lot)	Lot Value (\$2.11 / Sq. ft.)	Per Sq. ft. Value (Assessor)
072 6030, 45, 24	401 Eaton Falls Crescent	\$ 30,000	\$ 17,956	\$ 3.53	072 6030, 45, 32	417 Eaton Falls Crescent	\$ 32,000	\$ 17,988	\$ 3.75
072 6030, 45, 25	403 Eaton Falls Crescent	\$ 30,000	\$ 17,998	\$ 3.52	072 6030, 45, 33	419 Eaton Falls Crescent	\$ 32,000	\$ 17,988	\$ 3.75
0726030, 45, 26	405 Eaton Falls Crescent	\$ 33,000	\$ 21,239	\$ 3.28	072 6030, 45, 34	421 Eaton Falls Crescent	\$ 32,000	\$ 17,988	\$ 3.75
072 6030, 45, 27	407 Eaton Falls Crescent	\$ 38,000	\$ 29,435	\$ 2.72	072 6030, 45, 36PUL	Eaton Falls Crescent	\$ 17,000	\$ 6,900	\$ 5.20
072 6030, 48, 3	408 Eaton Falls Crescent	\$ 25,000	\$ 13,894	\$ 3.80	072 6030, 45, 38	427 Eaton Falls Crescent	\$ 36,000	\$ 20,952	\$ 3.63
072 6030, 48, 4	410 Eaton Falls Crescent	\$ 25,000	\$ 13,894	\$ 3.80	072 6030, 48, 13	337 Stephenson Drive	\$ 25,000	\$ 13,894	\$ 3.80
072 6030, 48, 5	412 Eaton Falls Crescent	\$ 25,000	\$ 13,894	\$ 3.80	072 6030, 48, 12	339 Stephenson Drive	\$ 25,000	\$ 13,894	\$ 3.80
072 6030, 48, 6	414 Eaton Falls Crescent	\$ 25,000	\$ 13,894	\$ 3.80	072 6030, 48, 11	341 Stephenson Drive	\$ 25,000	\$ 13,894	\$ 3.80
072 6030, 45, 31	415 Eaton Falls Crescent	\$ 33,000	\$ 17,988	\$ 3.87	072 6030, 48, 10	343 Stephenson Drive	\$ 25,000	\$ 13,894	\$ 3.80
					072 6030, 48, 9	345 Stephenson Drive	\$ 25,000	\$ 13,894	\$ 3.80

1.01.22

BACKGROUND/PROPOSAL:

Attached is a map outlining residential lots that are owned by MD of Greenview that may have the potential to be available for sale in the Hamlet of Grande Cache. Sales data in the Hamlet is limited with two lot sales in 2021. One was included with the neighboring improved property and the sales document did not disclose the amount allocated for the vacant property, and the other is a very low sale price as compared to the assessed values. The MD of Greenview assessor has provided the best opinion of value for each MD owned lot (please see Schedule 'A'), but the estimates have little to no backing.

Administration reached out to a real estate company in Grande Cache requesting

listings in the area (please see Schedule 'B') to ensure that when the MD of Greenview lists these lots in Grande Cache the MD will not be listing below market value. As per Section 70 of the Municipal Government Act, if land is sold for less than market value the proposal must be advertised, please see Schedule 'C'. In the listings there are three properties, two lots on Grande Avenue, and the other on Stevenson Drive. The real estate broker did mention that these listings have been sitting on the market for several years (the shortest one has been for less than a year and the longest one has been for four and a half years), nothing is selling due to no one wanting to move to the area, most mine workers come in and work for two weeks and head back home. Also in the listings, there are two properties which have sold over the last three years, please see Schedule 'B'.

Recently it has been presented to Council to sell the 3.5 metre width lots adjacent to the landowners and the appraisal came in at \$2.11 per square foot. On Schedule 'A' administration has calculated Easton Falls Crescent lot value at \$2.11 per square foot, as a comparable.

Administration believes that if the Easton Falls Crescent lots are listed as per the assessed value per our assessor, the lots will not sell as the cost would be a lot higher than other lots listed in the area. Administration is requesting Council to review and provide an appropriate value for the lots to be listed as.

BENEFITS OF THE RECOMMENDED ACTION:

- 1. The benefit of Council accepting the recommended motion is that Council will be informed on the appraised value of the lots located in Eaton Falls Crescent.
- 2. The benefit of Council accepting the recommended motion is administration can list the properties to the open market as per the value set by Council.

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 list the properties and bring back this item when the market picks up.

Alternative #2: Council has the alternative to list the properties at fair market value and leave the pricing of the lots to the realtor.

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:

If approved, administration will list the properties at the appropriate value set by Council.

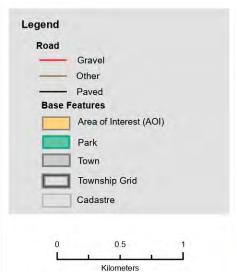
ATTACHMENT(S):

- Overview map
- Map of MD owned lots
- Schedule 'A' Appraisal for each MD owned lot on Eaton Falls Crescent
- Schedule 'B' Current and past real estate listings in the Eaton Falls Crescent.
- Schedule 'C' Municipal Government Act Section 70





Hamlet of Grande Cache: Eaton Area

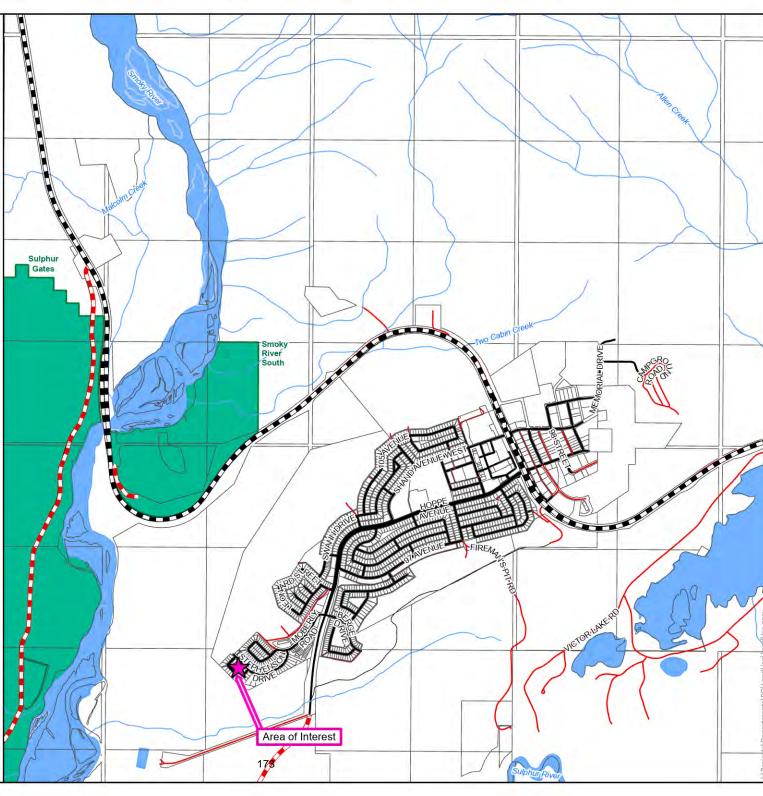


Produced: October, 2021 Projection: UTM Zone 11N NAD 83

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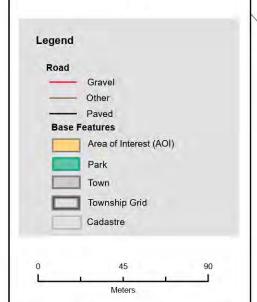
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Hamlet of Grande Cache: MD Owned Lots



Produced: October, 2021 Projection: UTM Zone 11N NAD 83

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Schedule 'B'



10975 Grande Avenue Grande Cache, AB TOE 0Y0

MLS®#: A1078682 City: Grande Cache County:

NONE

Property Type: Land

Coordinates:

Subdivision:

Outbuldings:

Water Supply:

Sewer:

Utilites:

Utilites:

Status: Active Greenview No. 16, M.D. of

Frm Eqp:

Taxes: Acres: Lot SqFt:

LP:

\$17,000.00 \$367.00/2020

0.15 6,669 LP/Acre: DOM: 210 Rd Front: Fencing: None Zoning: R1C





AW42907 Status: LP: \$21,900.00 \$439.00 City: Grande Cache Taxes: County: Greenview No. 16, M.D. of Acres: 0.18 Lot SqFt: Property Type: Land Frm Eqp: 7,944 Coordinates: LP/Acre: DOM: 1,652 Subdivision: Outbuldings: **Rd Front:** Sewer: Fencing: Water Supply: Zoning: R1

10943 Grande Ave Grande Cache, AB TOE 0Y0



\$29,000.00 MLS®#: AW52052 Status: Active LP: Taxes: \$580.00 City: Grande Cache Acres: 0.15 County: Greenview No. 16, M.D. of Lot SqFt: 6,490 Property Type: Land Frm Eqp: Coordinates: LP/Acre: Subdivision: DOM: 579 **Rd Front:** Outbuldings: Fencing: Sewer: Water Supply: Zoning: R1B **Utilites:**

These properties are what's listed right wow.

Type: Land

MLS#®: A1083975

Water:

Sewer:

Status: Sold

Sub Type: Residential Land

Taxes:



10804 Stern Crescent Grande Cache, AB TOE 0Y0

Acres: 0 Subdivision: NONE

DOM: 6 LP/Acre:

Faces: Zoning: R1

Fence: None Rd Access: Occupancy: Legal Plan: 8321826

Parking: Lot Features:

Sold Date: 03/27/2021 Sold Price: \$13,000.00

\$369.00/2020

List Price: \$15,000.00

Are you looking to build your dream home? This lot, located in Phase V could be the jump start you need. Priced to sell. Not ready to build yet? This lot could be a great investment. Drive by, take a look.

INFORMATION HEREIN DEEMED RELIABLE BUT NOT GUARANTEED. AS OF 2017 MEASUREMENTS ARE PER RESIDENTIAL MEASUREMENT STANDARDS (RMS).

Type: Land

MLS#®: AW44621

Status: Sold

Sub Type: Land

318 Stephenson Drive Grande Cache, AB TOE 0Y0

ATS: Acres: List Price: \$32,000.00

Subdivision: DOM: 289 LP/Acre: Taxes: \$585.00

Water: Faces: Sewer: Zoning: R1 Fence: Rd Access: Occupancy: Legal Plan:

Parking: Lot Features:

Sold Date: 06/22/2018 Sold Price: \$30,000.00

Serviced Lot in the foothills of the Rockies

INFORMATION HEREIN DEEMED RELIABLE BUT NOT GUARANTEED. AS OF 2017 MEASUREMENTS ARE PER RESIDENTIAL MEASUREMENT STANDARDS (RMS).

This is what has sold in The past 3 years.

Schedule 'C'

Division 8 Limits on Municipal Powers

Disposal of land

- 70(1) If a municipality proposes to transfer or grant an estate or interest in
 - (a) land for less than its market value, or
 - (b) a public park or recreation or exhibition grounds,

the proposal must be advertised.

- (2) The proposal does not have to be advertised if the estate or interest is
 - (a) to be used for the purposes of supplying a public utility,
 - (b) transferred or granted under Division 8 of Part 10 before the period of redemption under that Division, or
 - (c) to be used by a non-profit organization as defined in section 241(f).

1994 cM-26.1 s70;1995 c24 s9

Schedule 'A'

Roll Number	Plan, Block & Lot	Address	Lot Size (Sq. ft.)	Lot Size (Sq. m.)	Comments	E	Assessor Proposed Estimate Estimate Lot Value (\$2.11 / Sq. ft.)		٧	Sq. ft. alue sessor)
		401 Eaton Falls							\$	3.53
4524000	072 6030, 45, 24	Crescent	8,510	790.61		\$	30,000	\$ 17,956	·	
4525000	072 6030, 45, 25	403 Eaton Falls Crescent	8,530	792.46		\$	30,000	\$ 17,998	\$	3.52
4526000	0726030, 45, 26	405 Eaton Falls Crescent	10,066	935.16		\$	33,000	\$ 21,239	\$	3.28
4527000	072 6030, 45, 27	407 Eaton Falls Crescent	13,950	1296.00		\$	38,000	\$ 29,435	\$	2.72
4803000	072 6030, 48, 3	408 Eaton Falls Crescent	6,585	611.77		\$	25,000	\$ 13,894	\$	3.80
4804000	072 6030, 48, 4	410 Eaton Falls Crescent	6,585	611.77		\$	25,000	\$ 13,894	\$	3.80
4805000	072 6030, 48, 5	412 Eaton Falls Crescent	6,585	611.77		\$	25,000	\$ 13,894	\$	3.80
4806000	072 6030, 48, 6	414 Eaton Falls Crescent	6,585	611.77		\$	25,000	\$ 13,894	\$	3.80
4531000	072 6030, 45, 31	415 Eaton Falls Crescent	8,525	792.00		\$	33,000	\$ 17,988	\$	3.87
4532000	072 6030, 45, 32	417 Eaton Falls Crescent	8,525	792.00		\$	32,000	\$ 17,988	\$	3.75
4533000	072 6030, 45, 33	419 Eaton Falls Crescent	8,525	792.00		\$	32,000	\$ 17,988	\$	3.75
4534000	072 6030, 45, 34	421 Eaton Falls Crescent	8,525	792.00		\$	32,000	\$ 17,988	\$	3.75
4536000	072 6030, 45, 36PUL	Eaton Falls Crescent	3,270	303.79	Side alley between 423 & 425	\$	17,000	\$ 6,900	\$	5.20
4538000	072 6030, 45, 38	427 Eaton Falls Crescent	9,930	922.53		\$	36,000	\$ 20,952	\$	3.63
4813000	072 6030, 48, 13	337 Stephenson Drive	6,585	611.77		\$	25,000	\$ 13,894	\$	3.80

Schedule 'A'

4812000	072 6030, 48, 12	339 Stephenson Drive	6,585	611.77	\$	25,000	\$ 13,894	\$ 3.80
4811000	072 6030, 48, 11	341 Stephenson Drive	6,585	611.77	\$	25,000	\$ 13,894	\$ 3.80
4810000	072 6030, 48, 10	343 Stephenson Drive	6,585	611.77	\$	25,000	\$ 13,894	\$ 3.80
4809000	072 6030, 48, 9	345 Stephenson Drive	6,585	611.77	\$	25,000	\$ 13,894	\$ 3.80



REQUEST FOR DECISION

SUBJECT: Request to cancel the 2021 and 2022 property taxes not covered by Grants In Lieu

of Property Taxes.

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION MEETING DATE: January 11, 2022 CAO: SW MANAGER: CF DEPARTMENT: FINANCE GM: EK PRESENTER: MJ

STRATEGIC PLAN: Level of Service LEG:

RELEVANT LEGISLATION:

Provincial (cite) – In accordance with Section 347(1)(b)

Council Bylaw/Policy (cite) - N/A

RECOMMENDED ACTION:

MOTION: That Council direct Administration to cancel the portion of property taxes not covered by Grants In Lieu of Property Taxes on tax roll 308689 for the 2021 and 2022 property taxes and waive the November 16th, 2021 penalty.

BACKGROUND/PROPOSAL:

As per the attached letter, Ridgevalley Seniors Home is requesting the portion of property taxes not covered by Grants in Lieu of Property Taxes for the 2021 and 2022 tax years be cancelled.

Schedule 2, section 3 of the Municipal Affairs Grants Regulation reads "in order to be eligible, a grant would have had to be paid on the facility in 2001". The new buildings at the Ridgevalley Seniors Home did not exist until the 2021 tax year thus are not eligible to be paid by the Grant. Ridgevalley Seniors Home was not notified by the Province until October 20, 2021 that these new buildings would not be covered. It was also brought to their attention that the garage, built in 2015, was covered by the Grant in error and will no longer be covered.

The deadline for non-profit organizations to have the exemption application to the Municipality is September 30 of the year preceding the taxation year. Due to the late notification from the Province, Ridgevalley Seniors Home was not able to submit the application prior to the deadline. They will apply for exemption for the 2023 tax year.

The amount of taxes to be cancelled for the 2021 tax year is \$1,666.36 plus the 8% penalty in the amount of \$133.31. The estimated portion for 2022 would be \$1,700.00.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is the organization will be able to continue to provide their services to the community without the added costs of property taxes.

21.01.22

DISADVANTAGES OF THE RECOMMENDED ACTION:

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

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to deny the request.

FINANCIAL IMPLICATION:

2021 taxes and penalty - \$1,799.67

Estimated 2022 property taxes - \$1,700.00

Direct Costs:

Ongoing / Future Costs:

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 cancel the portion of the 2021 property taxes not covered by the Grant, write off the 8% penalty and advise the Ridgevalley Seniors Home of Council's decision.

ATTACHMENT(S):

- MGA Section 347(1)(b)
- Letter from Ridgevalley Seniors Home
- Schedule 2, section 3 of the Municipal Affairs Grants Regulation

Penalties

346 A penalty imposed under section 344 or 345 is part of the tax in respect of which it is imposed.

1994 cM-26.1 s346

Cancellation, reduction, refund or deferral of taxes

347(1) If a council considers it equitable to do so, it may, generally or with respect to a particular taxable property or business or a class of taxable property or business, do one or more of the following, with or without conditions:

- (a) cancel or reduce tax arrears;
- (b) cancel or refund all or part of a tax;
- (c) defer the collection of a tax.
- (2) A council may phase in a tax increase or decrease resulting from the preparation of any new assessment.

1994 cM-26.1 s347

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 clean energy improvement 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;2018 c6 s5

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.





October 27, 2021

To Municipal District Greenview Council

The Ridgevalley Seniors Assistance Society would like to request the cancellation of the portion of taxes for the taxation years of 2021 and 2022 not covered by Grants in Place of Taxes. Our duplexes and small shop do not qualify for Grants in Place of Taxes as per the following.

Schedule 2 of the MA Grants Regulation reads in part under section 3, that in order to be eligible, a grant would have had to be paid on the facility in 2001. As the duplex did not exist until this year then no grant would have been paid in 2001 for the new duplex or residential improvement built in 2015 making the assessed value of these projects ineligible for the payment of GIPOT.

We have applied for the COPTER Exemption but that will not be available to us until the taxation year 2023.

Thanks for considering our request.

Arlin Loewen

Administrator Ridgevalley Seniors Home

- (2) A report referred to in subsection (1) must be in a form satisfactory to the Minister and must contain any other information required by the Minister relating to the expenditure of the grant.
- (3) The recipient of a grant must permit the Minister or the Minister's representative, authorized in writing, to examine, during regular business hours, the books or records relating to the expenditure of the grant to determine if the grant has been properly spent.

Debts to Crown

9 If a person, municipality or organization that is to receive a grant under this Regulation owes money to the Crown in right of Alberta, the Minister may deduct all or a portion of the money owing from the grant.

Repeal

- **10** The *Municipal Affairs Grants Regulation* (AR 82/78) is repealed.
- **11** Repealed AR 46/2017 s4.

Schedule 1 Repealed AR 46/2017 s5.

Schedule 2

Grants in Place of Taxes for Seniors' Accommodation Units

- **1(1)** For the purpose of this section,
 - (a) "non-profit organization" means
 - (i) a society incorporated under the Societies Act, or
 - (ii) a corporation incorporated in any jurisdiction, or any other entity established under a law of Canada or Alberta, that is prohibited from distributing income or property to its shareholders or members during its existence or on its dissolution;
 - (b) "senior's accommodation unit" means a housing facility that is occupied by a senior citizen who rents or leases the facility and that is part of a property complex
 - (i) in which or in any part of which that senior citizen has no fee simple or life estate interest,

- (ii) that may provide housekeeping, meals or other services to the senior citizen,
- (iii) that is operated and held by a non-profit organization, and
- (iv) that is not exempt from taxation under section 362(1)(n)(iii) or (iv) of the *Municipal Government Act* or under a regulation made pursuant to section 370(c) of that Act.
- (2) The Minister may make grants pursuant to this Schedule to provide for grants in place of taxes for seniors' accommodation units.
- (3) A grant is payable under this Schedule in respect of a facility for taxes imposed in each of the years from 2002 to 2024, both inclusive, if the municipality received a grant under this Schedule in respect of the facility in 2001.
- (4) A grant under this Schedule may not exceed in each year 100% of the property tax payable for the year, excluding requisitions and penalties.

AR 123/2000 Sched.2;31/2001;50/2003;204/2004;175/2006;173/2007; 40/2009;110/2010;222/2010;53/2015;46/2017;101/2020;172/2021

Schedule 3 Repealed AR 14/2010 s4.

Schedules 4 and **5** Repealed AR 53/2015 s4.

Schedules 6 and **7** Repealed AR 172/2021 s3.

Schedule 8

Public Library Service

- 1(1) In this Schedule,
 - (a) "appropriation" with respect to a municipal board, intermunicipal library board or library system board means the amount of money appropriated for a year by each municipality or by the members of the library system for the operation of the municipal library, intermunicipal library or library system, minus
 - (i) the amount of any money paid to each municipality or members of the library system by the Government

ANNUAL RETURNS FOR SOCIETY AND NON-PROFIT COMPANY - Proof of Filing

Alberta Amendment Date: 2021/09/22

RIDGEVALLEY SENIORS ASSISTANCE SOCIETY RR 1 SITE 1 BOX 9 CROOKED CREEK, ALBERTA T0H0Y0

Service Request Number: 36244272 Corporate Access Number: 5014933138

Business Number:

Legal Entity Name: RIDGEVALLEY SENIORS ASSISTANCE SOCIETY

Legal Entity Type: Alberta Society

Legal Entity Status: Active **Registration Date:** 2009/09/29

This confirms the Annual Return for 2021 has been filed as of 2021/09/22.

Officer / Director / Branch

Status: Active
Relationship to Legal Entity: Treasurer
Individual / Legal Entity Type: Individual
Last Name / Legal Entity Name: ISAAC
First Name: RYAN
Street / Box Number: RR 1

City: CROOKED CREEK

Province: ALBERTA
Postal Code: T0H0Y0
Status: Active
Relationship to Legal Entity: Chair
Individual / Legal Entity Type: Individual

Last Name / Legal Entity Name: WOHLGEMUTH

Last Name / Legal Entity Name. WOLLODWOTT

First Name: ROBERT **Street / Box Number: BOX 163**

CROOKED CREEK City:

Province: ALBERTA **Postal Code:** T0H0Y0 Inactive **Status: Relationship to Legal Entity:** Chair

Individual / Legal Entity Type: Individual Last Name / Legal Entity Name: BOESE

First Name: MAYNARD

Street / Box Number: RR 2

City: **SEXSMITH Province:** ALBERTA **Postal Code:** T0H3C0 **Status:** Active **Relationship to Legal Entity:** Secretary Individual / Legal Entity Type: Individual

Last Name / Legal Entity Name: KLASSEN

First Name: LEO Street / Box Number: RR 1

City: **CROOKED CREEK**

Province: ALBERTA **Postal Code: T0H0Y0 Status:** Active Vice Chair **Relationship to Legal Entity:** Individual / Legal Entity Type: Individual Last Name / Legal Entity Name: BOESE

First Name: MAYNARD

Street / Box Number: RR 2

City: **SEXSMITH Province:** ALBERTA **Postal Code:** T0H3C0

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
Annual Return/Financial Statement	10000107135570941	2021/09/22

REGISTERED ADDRESS

Legal Description: SE-Q 22 71 26 W5

> 29/09/2021 Page 2 of 3

RECORDS ADDRESS

Legal Description: SE-Q 22 71 26 W5

ADDRESS FOR SERVICE BY MAIL

Post Office Box: RR 1 SITE 1 BOX 9 **City:** CROOKED CREEK

Province: ALBERTA **Postal Code:** T0H0Y0

Email Address: ADMIN@RIDGEVALLEYHOME.CA

Registration Authorized By: . RIDGEVALLEY SENIORS ASSISTANCE AGENT OF NON-PROFIT ENTITY

The Registrar of Corporations certifies that the information contained in this proof of filing is an accurate reproduction of the data contained in the specified service request in the official public records of Corporate Registry.

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29/09/2021 Page 3 of 3



CERTIFICATE OF INCORPORATION

RIDGEVALLEY SENIORS ASSISTANCE SOCIETY WAS INCORPORATED IN ALBERTA ON 2009/09/29.



INCORPORATE SOCIETY - Registration Statement

Alberta Registration Date: 2009/09/29

Corporate Access Number: 5014933138

Service Request Number:

13716259

Society Name Type:

Named Society Name

Society Name:

RIDGEVALLEY SENIORS ASSISTANCE SOCIETY

REGISTERED ADDRESS

Street:

Legal Description:

SE-Q 22 71 26 W5

City:

Province:

Postal Code:

RECORDS ADDRESS

Street:

Legal Description:

SE-Q 22 71 26 W5

City:

Province:

Postal Code:

ADDRESS FOR SERVICE BY MAIL

Post Office Box:

RR 1, SITE 1, BOX 9

City:

CROOKED CREEK

Province:

ALBERTA

Postal Code:

TOH OYO

Internet Mail ID:

Fiscal Year End:

12/31

CAN of Entity Providing Undertaking:

Undertaking Date:

Future Dating Required:

Registration Date:

2009/09/29

Attachment

Attachment Type Microfilm Bar Code Date Recorded

Bylaws	10000107106193836	2009/09/29
Notice of Address	10000607106193834	2009/09/29
Application	10000307106193835	2009/09/29
Nuans	10000807106193833	2009/09/29

Registration Authorized By: CLEMENT FROESE INCORPORATOR



REQUEST FOR DECISION

SUBJECT: Request to Waive the November 16th, 2021 Penalty on Tax Roll 4064000

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION MEETING DATE: January 11, 2022 CAO: SW MANAGER: CF DEPARTMENT: FINANCE GM: EK PRESENTER: MJ

STRATEGIC PLAN: Level of Service LEG:

RELEVANT LEGISLATION:

Provincial (cite) – Sections 347(1) of the Municipal Government Act

Council Bylaw/Policy (cite) – Bylaw 21-874

RECOMMENDED ACTION:

MOTION: That Council accept the request to waive the November 16, 2021, penalty in the amount of \$14.63 on tax roll 4064000 on compassionate grounds due to extenuating circumstances.

BACKGROUND/PROPOSAL:

As per the attached email, the Executor of The Estate for tax roll 4064000 is requesting that the November 16th, 2021, penalty be waived. The owner was admitted to Palliative care 11 weeks ago and she unfortunately passed away on November 4th, 2021. The owner of the trailer lived alone, had no spouse or children and her records were not organized. The Executor had to work from her own sensibilities to do what needed to be done to reach all those who required notice. Administration received notification of this on November 19th, 2021.

The ratepayer had been making monthly payments from June 2021 and the last payment was September 2021.

Administration normally does not recommend waiving penalties due to the precedence it can set for other taxpayers, however given the extenuating circumstances felt it was an appropriate recommendation.

BENEFITS OF THE RECOMMENDED ACTION:

- 1. NA
- 2. NA

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. This could set a precedent; however, the motion is clarifying the extenuating circumstance.

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to deny the request.

21.01.22

FINANCIAL IMPLICATION:

The Financial implication would be \$14.63

Direct Costs:

Ongoing / Future Costs:

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 send a letter to the Executor of the Estate advising her of Council's decision

ATTACHMENT(S):

- Request from the Executor
- MGA 347(1)
- Bylaw 21-874

Marilyn Jensen	
From: Sent:	November 19, 2021 2:46 PM
To:	Marilyn Jensen
Cc:	Louise McMann
Subject:	Re: FW: 1
CAUTION: This email o sender and know the o	riginated from outside of the organization. Do not click links or open attachments unless you recognize the content is safe.
Thank you for you	ur quick response.
that is five hours buried on the 8th leeway with an e unknown (to me) common sense de	that because my sister was in Palliative care, these past 11 weeks, in a facility east from Grande Cache, in Alberta, and that she died on Nov. 4th and was of November, that the Municipal District of Greenview would consider some executor, who lives 1000 KM from Grande Cache, not being able to meet an deadline of Nov. 15, 2021, to avoid a penalty on taxes. It just seems like a ecision. I have tried my level best to communicate with all required agencies and on my sister's death since my return back to my home on the west coast of British
	one, had no spouse nor children. Her records were not organized and I had to on sensibilities to do what needed to be done to reach all those who required
consider revoking	you present this concern to your administrators in the hopes that they can g the penalty. Based on you reply, I will have the CIBC Grande Cache, Alberta ank draft for payment in full.
Regards,	
Executor for the	Estate of
Executor for the	Estate of
email:	
E. 1	
Original Mes	sage
	nsen <marilyn.jensen@mdgreenview.ab.ca></marilyn.jensen@mdgreenview.ab.ca>

Death and Notice of Executor on Account

Cc: Louise McMann <Louise.McMann@MDGreenview.ab.ca> Sent: Fri, 19 Nov 2021 14:08:23 -0700 (MST)

Subject: FW:

```
margin: 0.0cm;
font-size: 11.0pt;
font-family: Calibri , sans-serif;
}
a:link, span.MsoHyperlink {
color: rgb(5,99,193);
text-decoration: underline;
}
span.EmailStyle20 {
font-family: Calibri , sans-serif;
color: windowtext;
}
*.MsoChpDefault {
font-size: 10.0pt;
}
div.WordSection1 {
page: WordSection1;
}
/*]]>*/
```

Good Afternoon Rene,

The Communications Department forwarded this to me as I look after Property Taxes.

Thank you for sending this information. I am so sorry for your loss

I have attached a copy of the 2021 tax notice as requested. Unfortunately the taxes were due November 15, 2021 so the 8% penalty has been added to the account. The amount you need to pay prior to December 31, 2021 is \$593.91.

Water/Utilities is looked after by Louise McMann in the Grande Cache office, I have included her in this email. She will look after the utility account.

You will also need to contact Tara McLeod, she is the Manager of the Shand Trailer Court, here is her email

Thank you
Marilyn
From:
Sent: Friday, November 19, 2021 10:33 AM To: Communications < communications@MDGreenview.ab.ca > Subject: Death and Notice of Executor on Account
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
To whom it may concern,
Please be advised that your resident, Street, in the Town of Grande Cache, Alberta, TOE 0Y0, passed away this past November 4, 2021.
As Executor of her estate, I am writing to inform you of this event and, as such, I include the following documents to attest to these facts.
- Copy of Death Certificate
- Copy of the 2nd page of Executor of her estate will with proof that I, I am a man the
- Copy of my birth certificate along with BC License and NEXUS border card
I, unfortunately, do not have a copy of her past and current municipal tax account or billing statement. Please make a change to your billing and email me statements (invoices) going forward, for payment, till such a time as her home is sold.

If you have any questions or require any other information please let me know.

Another question relates to the following: Are the utilities (water and swer) included or are they separa Feel free to call, text or email me with any questions you may have in this regard. Thank you. Executor of Suzanne Aldergrove, BC Cell: email:

Krista Morrow

Communications Officer

Municipal District of Greenview No.16 | 10002 Shand Avenue Grande Cache, Alberta TOE 0Y0

Direct:

1-780-827-7308 | Fax: 1-780-827-2406 | Toll Free:

888-524-7601 | 24/7 Dispatch:

866-524-7608

Penalties

346 A penalty imposed under section 344 or 345 is part of the tax in respect of which it is imposed.

1994 cM-26.1 s346

Cancellation, reduction, refund or deferral of taxes

347(1) If a council considers it equitable to do so, it may, generally or with respect to a particular taxable property or business or a class of taxable property or business, do one or more of the following, with or without conditions:

- (a) cancel or reduce tax arrears;
- (b) cancel or refund all or part of a tax;
- (c) defer the collection of a tax.
- (2) A council may phase in a tax increase or decrease resulting from the preparation of any new assessment.

1994 cM-26.1 s347

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 clean energy improvement 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;2018 c6 s5

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.



BYLAW NO. 21-874 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 2021 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 April 27, 2021; and

Whereas, the estimated municipal expenditures and transfers set out in the budget for the Municipality of Greenview No. 16 for 2021 total \$ 196,381,505 and

Whereas, the estimated municipal revenues and transfers from all sources other than taxation is estimated at \$ 104,477,789 and the balance of \$ 91,903,716 is to be raised by general municipal taxation; and

Whereas, the requisitions are:

Alberta School Foundation Fund (ASFF)	
Residential/Farmland	2,544,748
Non-Residential	24,838,526
Opted Out School Boards	
Residential/Farmland	104,775
Non-Residential	1,168
Requisition Allowance MGA (359(2))	150,000
Seniors Foundation	1,816,324
Designated Industrial Properties Requisition	980,903

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 Municipal District of Greenview No. 16 as shown on the assessment roll is:

	Assessment
Residential/Farmland	778,052,970
Residential Muni Only	4,090,100
Residential Grande Cache	270,665,610
Residential Grande Cache Muni Only	3,830,420
DIP Residential/Farmland	100,680
Non-Residential	217,968,760
Non-Residential Muni Only	1,697,440
Non-Residential Grande Cache	119,305,900
DIP Non-Residential	6,726,613,460
Machinery & Equipment	16,377,420
DIP Machinery & Equipment	5,972,174,830
DIP- Power Generation	106,737,540
Total	14,217,615,130

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
1,953,810	782,243,750	2.4977
1,969,454	274,496,030	7.1748
87,980,452	13,160,875,350	6.6850
487,670	393,801,930	1.2384
2,649,524	1,048,819,260	2.5262
24,839,694	7,063,888,120	3.5164
	1,953,810 1,969,454 87,980,452 487,670	1,953,810 782,243,750 1,969,454 274,496,030 87,980,452 13,160,875,350 487,670 393,801,930 2,649,524 1,048,819,260

Requisition Allowance	150,000	8,112,707,380	.0185
Seniors Foundations	1,816,324	14,207,997,170	0.1278
Designated Industrial Properties	980,903	12,805,525,830	0.0766

- 2. The minimum amount payable as property tax for general municipal purposes shall be \$20.00.
 - a) Non-Residential taxes are due and payable on September 30th, 2021.
 - b) Residential/Farmland taxes are due and payable on November 15th, 2021.
- 3. In the event of any current taxes remaining unpaid for Non-Residential after <u>September 30th, 2021</u>, there shall be levied a penalty of 8%, on <u>October 1st, 2021</u>.
- In the event of any current taxes remaining unpaid for Residential/Farmland after November 15th, 2021, there shall be levied a penalty of 8%, on November 16, 2021
 - a) In the event of any current taxes remaining unpaid after December 31st, 2021, there shall be levied a penalty of 10% on January 1st, 2022.
 - b) In the event of any arrears taxes remaining unpaid after December 31st, 2021, there shall be levied a penalty of 18% on January 1st, 2022 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.
- This Bylaw shall come into force and effect upon the day of final passing.

Read a first time this 27th day of April, A.D., 2021.

Read a second time this 27th day of April, A.D., 2021.

Read a third time and passed this 11th day of May, A.D., 2021.

REENE

CHIEF ADMINISTRATIVE OFFICER



REQUEST FOR DECISION

SUBJECT: Bighorn Golden Age Club Grant Request

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION MEETING DATE: January 11, 2022 CAO: SW MANAGER: KK DEPARTMENT: ECONOMIC DEVELOPMENT GM: MH PRESENTER: LL

STRATEGIC PLAN: Quality of Life LEG: SS

RELEVANT LEGISLATION:

Provincial (cite) - N/A

Council Bylaw/Policy (cite) – Policy 8002, Community Grants

RECOMMENDED ACTION:

MOTION: That Council approve a capital grant in the amount of \$27,666.89 to the Bighorn Golden Age Club for the engineering costs for phase 3 of the renovation project, with funds to come from the Community Services Miscellaneous Grants.

BACKGROUND/PROPOSAL:

The Bighorn Golden Age Club is a not-for-profit organization that has operated a Senior's Club in Grande Cache for the past 30 years. This club is a "drop-in" facility welcoming all seniors in the Grande Cache area. They provide activities, events, opportunities for senior interaction, learning, health, lifestyles and general well being.

The Bighorn Golden Age Club submitted a capital grant application in October 2021 requesting funds for phase 3 in the amount of \$27,666.89 for the balance of the engineering costs for the construction phase, disbursements for travel inspections, all engineering GST costs that were not previously accounted for and electrical repairs required prior to construction commencing. The estimated construction cost has not yet been determined. Administration has provided contacts for provincial and federal grant opportunities to the Bighorn Golden Age Club and have offered to assist the organization in completing the grant applications to assist in future construction costs.

There have never been any major renovations in the past done to this facility, however major renovations are now required to repair existing structural problems, meet code standards, create functionality in the existing space and make the facility wheelchair accessible.

This request did not go through the grant process because the Bighorn Golden Age Club is not eligible to apply for another grant until April 2022, per Policy 8002- Community Grants. The Bighorn Golden Age Club is applying for funding at this time because the final blueprints have been received and this would help to expedite the construction in the spring of 2022. With COVID-19 still looming, spring construction would not affect the operations of the Bighorn Golden Age Club.

1.01.22

Greenview has previously contributed to this project by awarding the Bighorn Golden Age Club two capital grants of \$26,700.00 for the schematic design (phase 1) and \$27,500.00 for the end of the construction drawing (phase 2).

Administration recommends the Bighorn Golden Age Club continue to seek additional funding from other granting bodies. Administration is concerned that Greenview has funded all phases/planning to date and will be requested to contribute to construction costs in the near future thereby solely paying for the renovations to the club.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is that the Bighorn Golden Age Club will not have to defer phase 3 of the renovation project.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. The disadvantage to the recommended motion is that Council may be setting a precedent for receiving grant funding outside of the policy guidelines.

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to alter the amount of grant funds or to take no action to the recommended motion.

Alternative #2: Council has the alternative to request the Bighorn Golden Age Club present to a Committee of the Whole meeting.

Alternative #3: Council has the alternative to request this grant application be postponed until the April 15, 2022 deadline.

FINANCIAL IMPLICATION:

Direct Costs: \$27,666.89

Ongoing / Future Costs: N/A

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 advise the Bighorn Golden Age Club of Council's decision.

ATTACHMENT(S):

• Bighorn Golden Age Club Grant Application

2022 Grant Application (October 15, 2021 Deadline)

Row 35

Name of Organization

Bighorn Golden Age Club

Address of Organization

PO Box 1709 Grande Cache, Alberta T0E 0Y0

Form Date Field

85

Contact Name

Alberta Alexander and/or Marilyn Gramlick

Phone Number

780-827-2414/780-827-2197

Purpose of Organization Senior social club, providing a "drop in" or meeting facility to all seniors, in the community and surrounding area of Grande Cache. It provides activities, events, opportunities for seniors interaction and learning, and health, lifestyles, general well-being and COVID-19.

Purpose Continued

Position of Contact Person

President of the Bighorn Golden Age Club/Chairperson of the BHGAC Reno Committee

What act are you registered under?

Societies

Registration No.

503979098

Grant Type

Capital Grant

Total Amount Requested

\$27,666.89

Proposed Project

The intent of the proposed project, is to further upgrade the existing Clubhouse, renovate serious existing structural problems to meet code standards, and make the existing space more functional and finally upgrade to meet the needs of the handicapped (wheelchair accessibility). A committee of five was formed to address the process. The engineering firm of Beairsto Associates Engineering Ltd. has been hired to design, provide all drawings and hire and oversee the final construction of the project. Enclosed please find a copy of what we feel is the final blueprint of the proposed project provided by Beairsto. At this time we are applying for phase 3 of our renovation project. This phase covers the engineering costs for the "construction phase". We are applying now as the final blueprints have been received. This will help expediate the construction to the spring of 2022. With COVID-19 still looming over us it would be the perfect time to move forward. Please find enclosed an email from Lori

Theissen of Beairsto, of a recommendation for us, and what we should apply for at this time. Also finding enclosed their fee proposal. We would like to send our sincerest thanks to the District of Greenview for their consideration and for the support which we have received for this new project. We have been in existence for 30 years and have not had any major renovations done. We are extremely excited about the project and I'm hoping it will bring many more new members into our club. Thank you. Please be advised that the grants we applied for in 2020 (operational) 2021 (capital) have not had a final completion report completed as these are still on going. All other grants have their reports completed. Enclosed please find financial reports.

Have you previously applied for a grant from MD

Previous Grant App from MD

Yes

Final Completion Report Provided to No MD

Grant funds applied for from other sources?

Yes

Grant Funds Received from other sources?

Have you performed any other fundraising projects?

No

Agreement

Grant Purpose

1. Support club, heating, insulation and renovation maintenance (2017) 2. Appliances (2019) 3. Operating (2020) 4. Phase 2, Renovations Project

Year Grant Received

2017 2019 2020 2021

Amount of Grant

\$50,000.00(2017) \$23,883.18(2019) \$75,000.00(2020) rec'd \$37,500.00, \$27,500.00(2021)

List the donaee, purpose and amount

New Horizon's grant for roof replacement (2015) New Horizon's Grant for seniors 'Social Media Workshop' and equipment (2016-2017)

What type of fundraising & how much did you raise?

Unable to due to COVID-19 Have been accepted to work a Casino in March 2022, but unsure if this will come about due to COVID-19.

Signature

Marilyn Gramlick

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Pinancial
Statement

Administration
Recommendations

Email



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Task	Details	Rate	Amount	Fee
	Consultation & Pre-Design Meetings	Lump Sum	\$2,400	\$2,400
	Topographic Survey	Lump Sum	\$3,000	\$3,000
	Drafting (Site Plan)	Lump Sum	\$1,000	\$1,000
Schematic Design	Existing Building Analysis	Lump Sum	\$4,200	\$4,200
Liesign	Geotechnical Report	Lump Sum	\$8,800	\$8,800
	Site Measure and Draft Existing Building	Lump Sum	\$1,800	\$1,800
	Preliminary Design	Lump Sum	\$5,500	\$5,500
		1	Sub-Total	\$26,700
	Architectural	Lump Sum	\$9,600	\$9,600
	Structural	Lump Sum	\$4,800	\$4,800
Construction	Mechanical	Lump Sum	\$3,600	\$3,600
Drawings	Electrical	Lump Sum	\$3,200	\$3,200
	Lot Grading Plan	Lump Sum	\$4,500	\$4,500
	Energy Modelling	Lump Sum	\$1,800	\$1,800
			Sub-Total	\$27,500
	Tendering	Lump Sum	\$4,500	\$4,500
Construction	Contract administration	Lump Sum	\$2,400	\$2,400
T HUSG	Inspections & Meetings (8 Total)	Lump Sum	\$2,400	\$2,400
			Sub-Total	\$9,300 V
Disbursements	Travel for Inspections / Meetings	Ea.	\$750	\$10,500 V
			Sub-Total	\$10,508
	haray a sangarang ang at ang at ang at ang		Total	\$74,000

Note 1: All costs skipulated are not inclusive of GST. The client will be responsible for all fees and disbursements that are required by others as part of this project.



Beairsto & Associates Building Upgrade Plan

Original Proposal(w/o GST) Balance Claims DESCRIPTION Budget to Date Remaining Schematic Design Services 2,400 3,000 Consultation & Pre-Design Meetings 2,400 3,000 Topographic Survey Existing Building Analysis 4,200 4,200 Drafting of Existing Site/Building Plan 1,000 1,000 Geo Tech Report 8,800 8,800 Site Measure & Draft Existing Building 1,800 1,800 5,500 2,888 Premiminay Design 2,612 15,288 3. 26,700 11,412 Construction Drawings 9,600 4,800 Architectural Construction Drawings Structural Construction Drawings Mechanical Construction Drawings 3,600 3,200 4,500 Electrical Construction Drawings Lot grading Plan Energy Modeling 1,800 3. 27,500 **Construction Phase** · Not applied Tendering 4,500 2,400 Contract Administration for. Inspections and Meetings 2,400 Disbursements - Travel for inspections 10,500 19,800 Totals 74,000 15,288 11,412

with GST			
	Claims	Balance	
Budget	to Date	Remaining	
2,520	2,520	0	
3,150	3,150	0	
4,410	4,410	0	
1,050	1,050	0	
9,240	0	9,240	
1,890	1,890	0	
5,775	3,032	2,743	
28,035	16,052	11,983	
10,080			
5,040			
3,780			
3,360			
4,725	ľ		
1,890			
28,875	0	0	
	-		
4,725			
2,520			
2,520			
11,025			
20,790	0	0	
77,700	16,052	61,648	

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10940 - 92 Avenue Grande Prairie, AB T8V 6B5 Phone: 780-532-4919 or 1-855-879-5973

Date	Invoice #	Job#
1/31/2020	59629	19GEBD5027

INVOICE TO		PROJECT D	DETAILS
BIG HORN GOLDEN AGE CLUB	Project Name	Big Horn Golden	Age Club
9702 104 Avenue GRANDE CACHE AB T0E 0Y0	Service Description		
	Client Ref	RFP#:	PO#:
Attn: Marilyn Gramlick	Project Contact		

- Namy Cramick	Project Contact			
DESCRIPTION		BUDGET	PREVIOUSLY CLAIMED	CLAIM THIS MONTH
Schematic Design Services				
Consultation & Pre-Design Meetings		2,400.00	0.00	0.00
Topographic Survey		3,000.00	0.00	3,000.00
Existing Building Analysis		4,200.00	0.00	0.00
Drafting of Existing Site/Building Plan		1,000.00	0.00	1,000.00
Geo Tech Report		8,800.00	0.00	0.00
Site Measure & Draft Existing Building		1,800.00	0.00	0.00
Preliminary Design	falleter 1986 territotumen eriploter den besker fall falleter fall	5,500.00	0.00	0.00
Construction Drawings	6.	26,700,0	50	The state of the s
Architectural Construction Drawing		9,600.00	0.00	0.00
Structural Construction Drawing		4,800.00	0.00	0.00
Mechanical Design		3,600.00	0.00	0.00
Electrical Design Construction Drawing		3,200.00	0.00	0.00
Lot Grading Plan		4,500.00	0.00	0.00
Energy Modelling		1,800.00	0.00	0.00
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				deg



10940 - 92 Avenue Grande Prairie, AB T8V 6B5 Phone: 780-532-4919 or 1-855-879-5973

Date	Invoice #	Job#
10/31/2020	61464	19GEBD5027

INVOICE TO		PROJECT DETAILS			
BIG HORN GOLDEN AGE CLUB	Project Name	Big Hom Golde	n Age Club		
9702 104 Avenue GRANDE CACHE AB T0E 0Y0	Service Description				
Attn: Marilyn Gramlick	Client Ref	RFP#:	PO#:		
unique1@telusplanet.net	Project Contact				

DESCRIPTION	BUDGET	PREVIOUSLY	CLAIM THIS MONTH	
Schematic Design Services		CLAIMED		
Consultation & Pre-Design Meetings	2,400.00	0.00	2,400.00	
Topographic Survey	3,000.00	3,000.00	0.00	Paid
Existing Building Analysis	4,200.00	0.00	250.00	
Drafting of Existing Site/Building Plan	1,000.00	1,000.00	0.00	Paid
Geo Tech Report	8,800.00	0.00	0.00	
Site Measure & Draft Existing Building	1,800.00	0.00	0.00	
Preliminary Design	5,500.00	0.00	0.00	
Construction Drawings				
Architectural Construction Drawing	9,600.00	0.00	0.00	
Structural Construction Drawing	4,800.00	0.00	0.00	
Mechanical Design	3,600.00	0.00	0.00	
Electrical Design Construction Drawing	3,200.00	0.00	0.00	
Lot Grading Plan	4,500.00	0.00	0.00	
Energy Modelling	1,800.00	0.00	0.00	
Construction Phase				
Tendering	4,500.00	0.00	0.00	
Contract administration	2,400.00	0.00	0.00	
Inspections & Meetings	2,400.00	0.00	0.00	



10940 - 92 Avenue Grande Prairie, AB T8V 6B5 Phone: 780-532-4919 or 1-855-879-5973

Date	Invoice#	Job#
11/30/2020	61578	19GEBD5027

INVOICE TO		PROJEC [*]	T DETAILS	· · · · · · · · · · · · · · · · · · ·
BIG HORN GOLDEN AGE CLUB	Project Name	Big Hom Golde	en Age Club	
9702 104 Avenue GRANDE CACHE AB T0E 0Y0	Service Description			
Attn: Marilyn Gramlick	Client Ref	RFP#:	PO#:	
unique1@telusplanet.net	Project Contact			

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DESCRIPTION	BUDGET	PREVIOUSLY CLAIMED	CLAIM THIS MONTH	1
Schematic Design Services				
Consultation & Pre-Design Meetings	2,400.00	2,400.00	0.00	
Topographic Survey	3,000.00	3,000.00	0.00	9
Existing Building Analysis	4,200.00	250.00	3,110.00	
Drafting of Existing Site/Building Plan	1,000.00	1,000.00	0.00	à
Geo Tech Report	8,800.00	0.00	0.00	
Site Measure & Draft Existing Building	1,800.00	0.00	600.00	
Preliminary Design	5,500.00	0.00	0.00	-
Construction Drawings				
Architectural Construction Drawing	9,600.00	0.00	0.00	
Structural Construction Drawing	4,800.00	0.00	0.00	
Mechanical Design	3,600.00	0.00	0.00	
Electrical Design Construction Drawing	3,200.00	0.00	0.00	
Lot Grading Plan	4,500.00	0.00	0.00	
Energy Modelling	1,800.00	0.00	0.00	
Construction Phase				-
Tendering	4,500.00	0.00	0.00	***************************************
Contract administration	2,400.00	0.00	0.00	
Inspections & Meetings	2,400.00	0.00	0.00	



10940 - 92 Avenue Grande Prairie, AB T8V 6B5 Phone: 780-532-4919 or 1-855-879-5973

Date	Invoice#	Job#
12/31/2020	61817	19GEBD5027

INVOICE TO	PROJECT DETAILS				
BIG HORN GOLDEN AGE CLUB	Project Name	Big Hom Golde	en Age Club		
9702 104 Avenue GRANDE CACHE AB T0E 0Y0	Service Description				
Attn: Marilyn Gramlick	Client Ref	RFP#:	PO#:		
unique1@telusplanet.net	Project Contact				

DESCRIPTION	BUDGET	PREVIOUSLY CLAIMED	CLAIM THIS MONTH	
Schematic Design Services				
Consultation & Pre-Design Meetings	2,400.00	2,400.00	0.00	
Topographic Survey	3,000.00	3,000.00	0.00	
Existing Building Analysis	4,200.00	3,360.00	0.00	
Drafting of Existing Site/Building Plan	1,000.00	1,000.00	0.00	
Geo Tech Report	8,800.00	0.00	0.00	
Site Measure & Draft Existing Building	1,800.00	600.00	1,200.00	1
Preliminary Design	5,500.00	0.00	1,100.00	ı
Construction Drawings				
Architectural Construction Drawing	9,600.00	0.00	0.00	
Structural Construction Drawing	4,800.00	0.00	0.00	
Mechanical Design	3,600.00	0.00	0.00	
Electrical Design Construction Drawing	3,200.00	0.00	0.00	
Lot Grading Plan	4,500.00	0.00	0.00	
Energy Modelling	1,8 0 0.00	0.00	0.00	
Construction Phase				
Tendering	4,500.00	0.00	0.00	
Contract administration	2,400.00	0.00	0.00	
Inspections & Meetings	2,400.00	0.00	0.00	

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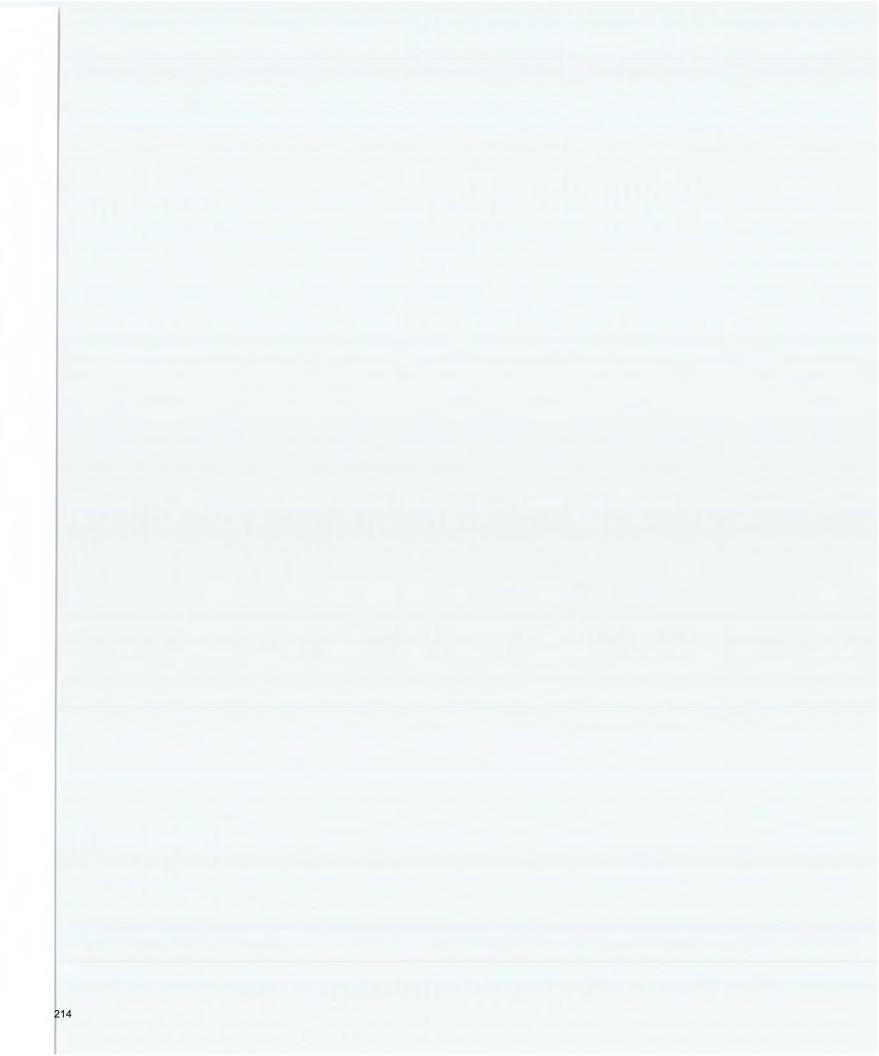
10940 - 92 Avenue Grande Prairie, AB T8V 6B5 Phone: 780-532-4919 or 1-855-879-5973

Date	Invoice #	Job#
1/31/2021	61923	19GEBD5027

INVOICE TO	PROJECT DETAILS						
BIG HORN GOLDEN AGE CLUB	Project Name Big Horn Golden Age Club		Project Name Big Horn Golden Age Club		Project Name	n Age Club	
9702 104 Avenue GRANDE CACHE AB T0E 0Y0	Service Description						
Attn: Marilyn Gramlick	Client Ref	RFP#	PO#:				
unique 1 @teluspianet.net	Project Contact		hanna erita esi sinen untira d ^e le escesio della esperante i esta cue del reprinte esta esi esta contributa est	THE STREET			

DESCRIPTION	BUDGET	PREVIOUSLY	CLAIM THIS MONTH
Schematic Design Services		CLAMED	
Consultation & Pre-Design Meetings	2,400.00	2.400.00	0.00
Topographic Survey	3,000.00	3.000.00	0.00
Existing Building Analysis	4,200.00	3.360.00	0.00
Drafting of Existing Site/Building Plan	1,000.00	1,000.00	0.00
Geo Tech Report	8,800.00	0.00	0.00
Site Measure & Draft Existing Building	1,800.00	1,800.00	0.00
Preliminary Design	5,500.00	1,100.00	650.00
Construction Drawings			
Architectural Construction Drawings	9,600.00	0.00	0.0
Structural Construction Drawings	4,800.00	0.00	0.0
Mechanical Construction Drawings	3,600.00	0.00	0.0
Electrical Construction Drawings	3,200.00	0.00	0.0
Lot Grading Plan	4,500.00	0.00	0.0
Energy Modelling	1,800.00	0.00	0.0
Construction Phase			
Tendering	4,500.00	0.00	0.0
Contract Administration	2,400.00	0.00	0.0
Inspections & Meetings	2,400.00	0.00	0.0
Disbursements - Travel for inspections / meetings	10,500.00	0.00	0.0
Totals	\$74,000.00	\$12,660.00	\$650.0

Notes:	Subtotal	\$650.00	
	GST # 100438217	\$32.50	
	Balance Owing \$682.50		
	Terms: Net 30 days	SANTO TO SECURE OF THE SECURE	



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Beairsto& Associates suggester

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PROJECT DETAILS				INADICE 1.0	
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HTMOM SHIT MAJO	CITYIMED LEEAKONEE'A	130018		DESCRIPTION	
				Schematic Design Services	
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	Terme: Net 30 days	
\$5,076.85	Salance Owing	
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12/31 Sept 16/21

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Page 1

Category	2020-03-01- 2021-02-28
INCOME	
Club Functions Income	
Alcohol & Bars	474.60
Learn At Lunch	255.00
Suppers & Entertainment	550.00
Yoga Classes	40.00
TOTAL Club Functions Income	1,319.60
Gift Received-Gift Received	1,500.00
Grants	37,500.00
Hall Rental	250.00
Interest Inc-Interest Income	673.41
Memberships	2,280.00
Other Inc-Other Income	63.00
TOTAL INCOME	43,586.01
EXPENSES	
Bills & Utilities-Bills & Utilities	
Electric-Direct Energy	2,686.14
Internet Phone-Telus	1,770.60
Natural Gas-Altagas	3,500.37
Snow Removal	1,277.33
Waste Removal-MD of Greenview	1,239.35
Water Sewer-MD of Greenview	596.41
TOTAL Bills & Utilities-Bills & Utilities	11,070.20
Business-Business	
Insurance-Property & Liabiulity	3,822.00
Licenses and Permits-License and	77.00
Office Expenses-Office Expenses f	125.99
Office Supplies	124.81
Postage & Shipping	21.35
TOTAL Office Expenses-Office E	272.15
TOTAL Business-Business	4,171.15
Club Functions	55.07
Alcohol & Bars-Alcohol & Bars	334.17
Entertainment-Restaurants	231.86
Groceries-Groceries	1,432.69
Stretch In Motion	120.00
Tai Chi	225.00
Yoga Classes	300.00
TOTAL Club Functions	2,698.79
Clubhouse Expansion	13,975.50
Covid	40.99
Fees & Charges-Fees & Charges	2.67
Late Fee-Late Fee	3.67
Service Fee-Service Fee	5.00 8.67
TOTAL Fees & Charges-Fees & Ch	0.00
Float	0.00
Gifts & Donations-Gifts & Donations	57.95
Gift-Gift TOTAL Gifts & Dangtions Gifts & D	57.95 57.95
TOTAL Gifts & Donations-Gifts & D	37.95

Interest

3.90

Income/Expense by Category - Fiscal year to Feb 28, 2021 2020-03-01 through 2021-02-28 (in Canadian Dollars) (Cash Basis)

2021-04-01

Category	2020-03-01- 2021-02-28
Site Maintenance-Home	246.54
Building Improvement-Home Impro	7,412.81
Inspections	946.05
Janitorial	1,937.50
Supplies	63.70
TOTAL Janitorial	2,001.20
Supplies Other	37.36
TOTAL Site Maintenance-Home	10,643.96
TOTAL EXPENSES	42,671.11
OVERALL TOTAL	914.90

Page 2

Big Horn Golden Age Club Net Worth - As of 2021-02-28 (Includes unrealized gains) (in Canadian Dollars)

2021-04-01

	2021-02-28
Account	Balance
	and the second s

ASSETS Cash and Bank Accounts Gaming Account 54.09 Operating Account-Community Spirit 1,324.29 65,552.34 T-Bill Savings Account 50.00 Bar Float 100.00 Front Door Float 168.50 Petty Cash **TOTAL Cash and Bank Accounts** 67,249.22 Other Assets 0.00 Customer Invoices **TOTAL Other Assets** 0.00 Investments 8,438.44 GIC July 17, 2021 GIC June 21, 2021 5,787.99 5,787.99 June 21, 2021 (2) June 21, 2021(3) 9,260.80 November 6, 2022 5,319.96 34,595.18 **TOTAL Investments** TOTAL ASSETS 101,844.40

LIABILITIES Other Liabilities Vendor Invoices 269.00 TOTAL Other Liabilities 269.00 TOTAL LIABILITIES 269.00

OVERALL TOTAL

101,575.40

Page 1

Bog Horn Golden Age Club Account Balances - As of 2021-02-28 (Includes unrealized gains) (in Canadian Dollars)

2021-04-01

	,
Account	2021-02-28 Balance
Bank Accounts	
Gaming Account	54.09
GIC July11 2020	0.00
GIC June 21, 2020	0.00
GIC June 21, 2020(2)	0.00
GIC June 21, 2020(3)	0.00
GIC June 5, 2020	0.00
GIC Nov 6, 2022-Springobard	0.00
Operating Account-Community Spirit	1,324.29
T-Bill Savings Account	65,552.34
TOTAL Bank Accounts	66,930.72
Cash Accounts	F0.00
Bar Float	50.00
Front Door Float	100.00
Petty Cash	168.50
TOTAL Cash Accounts	318.50
Asset Accounts	
Customer Invoices	0.00
TOTAL Asset Accounts	0.00
Liability Accounts	
Vendor Invoices	-269.00
TOTAL Liability Accounts	-269.00
Investment Accounts	
GIC July 17, 2021	8,438.44
GIC June 21, 2021	5,787.99
June 21, 2021 (2)	5,787.99
June 21, 2021 (2)	9,260.80
November 6, 2022	5,319.96
TOTAL Investment Accounts	34,595.18
OVERALL TOTAL	101,575.40

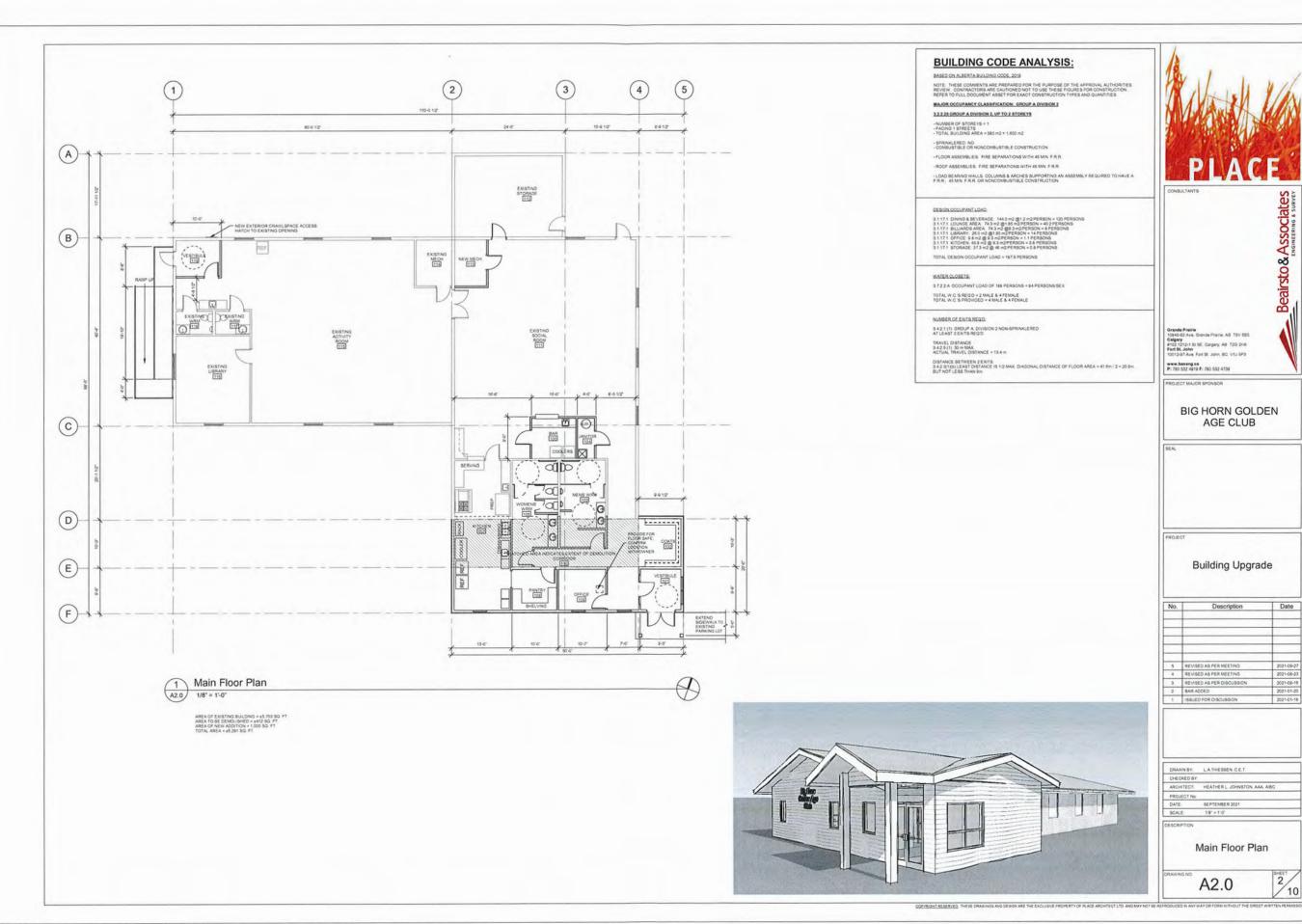
Page 1

Bighorn Golden Age Club Proposed Renovation Project **Budget Costs** Initial cost (Engineering scope of Cost: \$74,000.00 Initial revenues: Allocated by Greenview from 2016 grant: Allocated by Green view from 2018 Grant: Allocated from GIC in February 2019: (Fundraiser revenue) Interest from GIC 9520.27 9598.96 10,000.00 190.00 Electrical upgrade(originally proposed For phase 3 construction) 6,776.12 Greenview Capital grant rec'd 2021: 27,500.00 GST on initial engineering scope: (not previously applied for). <u>3.700.00</u>. \$84,476.12 \$56,809.23 Application balance: \$<u>27,666.89</u>

Bighorn Golden Age Club Proposed Renovation Project Budget Costs Initial cost (Engineering scope of Cost: \$74,000.00 Initial revenues: Allocated by Greenview from 2016 grant: Allocated by Green view from 2018 Grant: Allocated from GIC in February 2019: (Fundraiser revenue) Interest from GIC 9520.27 9598.96 10,000.00 190.00 Electrical upgrade(originally proposed For phase 3 construction) 6,776.12 Greenview Capital grant rec'd 2021: 27,500.00 GST on initial engineering scope: (not previously applied for). <u>3,700.00</u>. \$84,476.12 \$56,809.23

Application balance:

\$<u>27,666.89</u>



Beairsto& Associates

From: Marilyn Gramlick unique1@telusplanet.net

Subject: Fwd: GC Big Horn Golden Age Center - Grant Application for

Engineering Fees

Date: Sep 28, 2021 at 3:31:26 PM

To: Albert Alexander albert.alexander@csc-scc.gc.ca, Albert Alexander

grampaalexander@gmail.com, kdavidge@telus.net, spencerj@telus.net, Jack Spencer spencerj@telus.net

Lori Thiessen of Beairsto has replied to our questions concerning upcoming grant proposal. Please find enclosed!

Sent from my iPhone

From: Lori Thiessen < lorit@baseng.ca>

Date: September 28, 2021 at 10:28:33 AM MDT
To: Marilyn Gramlick < unique1@telusplanet.net >
Cc: Desmond McGrath < desmondm@baseng.ca >

Subject: GC Big Horn Golden Age Center - Grant Application for Engineering Fees

Hi Marilyn.

I had a look at the proposal with regards to the amount you should request from the MD for this grant application cycle. The MD has already awarded you the money for the Schematic Design (\$26,700) and to the end of the Construction Drawing Phase (\$27,500). I would recommend that you ask for the balance which includes Construction Phase (\$9,300) and the Disbursements for travel for inspections (\$10,500). That would be a total request of \$19,800 and would provide you with the funds to tender the project, and our supervision of the project during construction. That would leave you with only the actual costs of construction still to be requested, and that amount has not been estimated yet.

I've attached a copy of the Fee Proposal for your reference. Let me know if you have questions.

Thanks, Lori

Lori A. Thiessen, C.E.T., Arch. Tech. Building Design Engineering Department

Beairsto Associates

ENGINEERING LTD.

780.532.4919

LoriT@baseng.ca 10940 - 92 Avenue Grande Prairie, AB T8V 685 http://www.baseng.ca

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	Big Houn Galden Aige Club		The state of the s	
	Engineering Songe at Wo	processors between the contract to a		
Task	Details	Rate	Amount	Fee
	Consultation & Pre-Design Meetings	Lump Sum	\$2,400	\$2,400
	Topographic Survey	Lump Sum	\$3,000	\$3,000
0-1	Drafting (Site Plan)	Lump Sum	\$1,000	\$1,000
Schematic Design	Existing Building Analysis	Lump Sum	\$4,200	\$4,200
	Geotechnical Report	Lump Sum	\$8,800	\$8,800
	Site Measure and Draft Existing Building	Lump Sum	\$1,800	\$1,800
	Preliminary Design	Lump Sum	\$5,500	\$5,500
A CONTRACTOR OF THE PARTY OF TH			Sub-Total	\$26,700
	Architectural	Lump Sum	\$9,600	\$9,600
	Structural	Lump Sum	\$4,800	\$4,800
Construction	Mechanical	Lump Sum	\$3,600	\$3,600
Drawings	Electrical	Lump Sum	\$3,200	\$3,200
	Lot Grading Plan	Lump Sum	\$4,500	\$4,500
	Energy Modelling	Lump Sum	\$1,800	\$1,800
			Sub-Total	\$27,500
	Tendering	Lump Sum	\$4,500	\$4,500
Construction Phase	Contract administration	Lump Sum	\$2,400	\$2,400
rilase	Inspections & Meetings (8 Total)	Lump Sum	\$2,400	\$2,400
		d was a second	Sub-Total	\$9,300 V
Disbursements	Travel for Inspections / Meetings	Ea.	\$750	\$10,500 V
	parameter of the second second second	1	Sub-Total	\$10,500
	participation of the second		Total	\$74,000

Note 1: All costs shoulded are not inclusive of GST. The client will be responsible for all fees and disbursements that are required by others as part of this project.

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REQUEST FOR DECISION

SUBJECT: Grande Cache Community Events Foundation Sponsorship

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION MEETING DATE: January 11, 2022 CAO: SW MANAGER: KK DEPARTMENT: ECONOMIC DEVELOPMENT GM: MH PRESENTER: LL

STRATEGIC PLAN: Quality of Life LEG: SS

RELEVANT LEGISLATION:

Provincial (cite) -N/A

Council Bylaw/Policy (cite) –Policy 8004, Greenview Sponsorships and Donations

RECOMMENDED ACTION:

MOTION: That Council approve sponsorship in the amount of \$2,500.00 to the Grande Cache Community Events Foundation for the annual Winter Wonderland event to held between December 17 and December 31 at the Bird's Eye Park, with funds to come from the 2021 Community Services Miscellaneous Grants Budget.

BACKGROUND/PROPOSAL:

The Grande Cache Community Events Foundation is a non-profit society dedicated to providing large-scale community events in the hamlet of Grande Cache while providing youth with volunteer/employment opportunities/mentoring in the special events field and attracting tourists to the community. Through partnerships with local businesses, community members and the municipality in under a full year of operation the Grande Cache Community Events Foundation has seen over ten thousand guests through their events.

The Grande Cache Community Events Foundation is requesting a \$2,500.00 sponsorship for the annual Winter Wonderland event for the purchase of generators, lights, lumber, extension cords and other decorations. In partnership with local groups and businesses this event is hosted at the Bird's Eye Park, outside the Tourism and Interpretive Centre in Grande Cache, on December 17-19, 24, 31 with the park lit up on December 25. This event is free and provides an opportunity for the community to gather and enjoy the festivities as well as attract visitors to the area. In 2020 this event had close to 1200 attendees.

Greenview sponsored this event in 2020 in the amount of \$3,000.00. The year 2021 will be the final request for sponsorship as the Grande Cache Community Events Foundation will be seeking grant funding for their ongoing operations.

225

The balance of the 2022 Community Services Miscellaneous Grants is \$1,500,000.00.

1.01.22

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is that Greenview will be supporting an annual community event in Grande Cache welcoming all Greenview residents and anyone traveling through Grande Cache.

DISADVANTAGES OF THE RECOMMENDED ACTION:

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

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to provide an alternate sponsorship amount or take no action to the recommended motion.

FINANCIAL IMPLICATION:

Direct Cost: \$2,500.00

Ongoing / Future Costs: N/A

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 advise the Grande Cache Community Events Foundation of Council's decision.

ATTACHMENT(S):

Grande Cache Community Events Foundation Sponsorship Request



Greenview Sponsorship and Donation Request Form

This completed form must be submitted within a minimum of 60 days prior to the planned event.

Organization or Person Requesting Funds: Grande Cache Community Events Foundation
Date of Application:
Contact Name: Jake O'Reilly Phone: (h) (c)
Email Address.
Mailing Address:
Funding Request Total: 2500
Type of sponsorship requested (check all that apply): ☑ Event ☐ Table ☐ Conference ☐ Gifts-in-kind (e.g. silent auction items)
Briefly describe your organization (non-profit, for profit):
We are a registed Non-Profit society.
Please indicate the intended purpose for the funds.
The funding will be used to help continue to expand the existing Winter Wonderland event in partnership with the tourism centre and other local groups and businesses. Specifically to purchase generators, lights, lumber, extension cords or other decorations.
What are the direct goals/objectives of the project/event?
Our goal is to continue to run our now annual Winter Wonderland festival to give the community an oppertunity to gather and enjoy.

Where and when is the project/event taking place?

In the park next to the Grande Cache Tourism Center. The opening day of the event is December 17th. Full dates are December 17,18,19,24,31 with the park lit up on the 25th as well.

How many people will benefit from the planned project/event?

The entire community of Grande Cache and anyone traveling in from out of town can attend. Winter Wonderland last year had close to 1200 attendees.

Please describe how the project/event will benefit the community and/or the residents of Greenview.

Community gatherings are good for community mental health and the connection of a community. As per last year students will have the ability to volunteer and spend time working on a project with their friends, as well as work alongside tradespeople from different disciplines and learn more about running a large community event. We also provide a few part time jobs for youth in the community.

Please specify the amount of funding requested/anticipated from other organizations or government sources.

Other businesses in Grande Cache have been asked for donations.

Please provide any additional information that will assist to support a funding decision.

The request for a sponsorship this year will be the final sponsorship request from the foundation as we are now seeking grant funding for our ongoing operations. This event has people talking. Locally the last event of this kind, known as christmasland is still known by name to many. It's an important part of the holidays for us.

Please provide the planned sponsorship/donation recognition methods for the acquired funds.

Sponsors/donors will be listed on our Facebook posts and on our website. We will of course hang the banner provided and will have a sign on our donations area. In addition should the donors wish to send someone to speak at the event on opening night that can be accommodated.

Has Greenview provided a donation or sponsorship contribution within the last 2 years, and if so, how was Greenview's contribution recognized?

A sponsorship was provided last year. Greenview was recognized via a banner sent to us and being included in facebook posts and on our donation banner.

You may attach a separate document if additional space is required.

Greenview will provide banners for events, please contact the Community Service Coordinator at 780.524.7647 or email: greenviewgivesback@mdgreenview.ab.ca

Policy 8004 – Greenview Sponsorships and Donations



REQUEST FOR DECISION

SUBJECT: Sweathouse Community Hall Reallocation Request

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION MEETING DATE: January 11, 2022 CAO: SW MANAGER: KK DEPARTMENT: ECONOMIC DEVELOPMENT GM: MH PRESENTER: LL

STRATEGIC PLAN: Quality of Life LEG: SS

RELEVANT LEGISLATION:

Provincial (cite) -N/A

Council Bylaw/Policy (cite) –N/A

RECOMMENDED ACTION:

MOTION: That Council approve the reallocation of the remaining 2015 capital grant in the amount of \$19,167.73 awarded to the Sweathouse Community Hall for upgrades to the hall and curling rink as well as winter activities in the curling rink.

BACKGROUND/PROPOSAL:

The Sweathouse Community Hall was awarded a 2015 Capital Grant in the amount of \$70,000.00 for upgrades to the Sweathouse Community Hall. It took until February 2020 to complete the playground, roadway and parking lot, painting in the small hall and purchase of new tables and chairs at a cost of \$50,832.27. Following a large cleanup of the hall and curling rink, the Sweathouse Community Hall has requested the remaining funds of \$19,167.73 be reallocated for upgrades to the hall and curling rink, as well as winter activities in the curling rink.

Community volunteers will provide labour for painting, paneling, and flooring with all supplies being purchased locally. The Sweathouse Community Committee will not be seeking additional capital funding until the remaining 2015 capital funds have been used.

Greenview provides an annual operating grant to the Sweathouse Community Hall of \$15,000.00.

Administration would support the Sweathouse Community Hall's request.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is that Greenview will be supporting a Greenview community initiative.

DISADVANTAGES OF THE RECOMMENDED ACTION:

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

21.01.22

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to request the grant funds be returned to Greenview.

FINANCIAL IMPLICATION:

There are no financial implications to the recommended motion.

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

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

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Administration will advise the Sweathouse Community Hall of Council's decision.

ATTACHMENT(S):

• Sweathouse Community Hall Request

Attention: Municipal District Council M.D. of Greenview P.O. Box 1079 Valleyview, AB Nov. 17, 2021 MUNICIPAL DISTRICT
OF GREENVIEW NO. 18
RECEIVED
NOV 1 & 2021

The Board and Members of the Sweathouse Community Hall would like to ask for an VALLEYWIEW extension/reallocation of the remaining \$19,167.73, of a \$70,000 Capital Grant given to Sweathouse Hall in 2015. It took until Feb. 2020 for the playground, roadway and parking lot, painting in small hall and purchase of new tables and chairs to be completed.

We the members would like to use the remaining funds for upgrades in hall and the curling rink, as well as winter activities in the curling rink.

Such as:

- · New flooring in entryway and storage room
- · New paneling and painting of entry way
- · Painting walls and cement inside curling rink
- Replace flooring, paneling and paint walls/ceiling inside viewing area
- · Replace paneling in entryway of curling rink
- All paint/flooring/paneling is from the original build. With fluctuating prices it is difficult to put an estimate to the above needs. But will see how far the reallocation will go.
- Inside play area for smaller children with child size table, area rug, toys and totes for storage (approx. \$200.00)
- Badminton nets, rackets, birdies (approx.. \$300.00)
- Basketball nets and balls (approx. \$550.00)
- Outdoor skating rink (approx. \$500.00)

All painting, paneling and flooring will be done by volunteers, so the funds will go further. Also all supplies will be purchased in Valleyview. No other funds will be applied for, from any organization, until the \$19,167.43 has been used.

Your approval of this request would be greatly appreciated by the community. Thank you so much for your time.

Sincerely,

Dylan Ferguson: President Sweathouse Community Hall

Lorna Tollefson: Treasurer Sweathouse Community Hall



REQUEST FOR DECISION

SUBJECT: Grande Cache Rockies Association Lease Waiver Request

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION MEETING DATE: January 11, 2022 CAO: SW MANAGER: KG DEPARTMENT: COMMUNITY SERVICES GM: MH PRESENTER: KG

STRATEGIC PLAN: Level of Service LEG: SS

RELEVANT LEGISLATION:

Provincial (cite) – N/A

Council Bylaw/Policy (cite) – N/A

RECOMMENDED ACTION:

MOTION: That Council take no action regarding the lease waiver request from the Grande Cache Rockies Association.

BACKGROUND/PROPOSAL:

The Grande Cache Recreation Centre is host to a variety of activities and provides a variety of services, through various service providers. A number of the facilities are leased out to external clubs, organizations and agencies. These include but are not limited to: Northlands School Division, Grande Cache Curling Club, The GC Canteen, The Grande Cache Rockies Association and the Grande Cache Muttoneers Athletic Association. The leased spaces are located on the MD of Greenview Property, located at 10450 Hoppe Ave, Grande Cache, Alberta.

• On August 28th, 2020, a lease agreement was renewed from September 1st, 2020 to August 31st, 2023 at the rates set forth:

0	September 1 st , 2020	\$2560 plus GST	January 1 st , 2021	\$2560 plus GST
0	September 1 st , 2021	\$2612 plus GST	January 1 st , 2022	\$2612 plus GST
0	September 1st, 2021	\$2665 plus GST	January 1st. 2022	\$2665 plus GST

The current lease agreement between the Grande Cache Rockies Association and the MD of Greenview identifies the terms. In these terms is the condition that if so party chooses to not agree with the agreement they can cancel the agreement with 90 days written notice as described in Article 4.

Article 23 speaks to the Associations responsibility to Leased Premises Maintenance however, during the time of facility closure due to provincial restrictions Greenview conducted the maintenance to the premises including light replacements, sewer back up and clean up, furnace filter changes and maintenance inspections

8.03.12

as well as daily property inspections on behalf of the Association. Greenview continued to abide by the terms of the agreement and provide all utilities to the leased premises.

During provincial closures due to the pandemic, the Club was not restricted from access to the premises by Greenview so long as the Association followed all necessary provincial and AHS guidelines to the occupation of such, keys to the premises were not returned and all equipment, machinery and items owned by the Association remained on site and in safe storage.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is that Council would not set a precedent of payment forgiveness to leaseholders due to provincial restrictions and mandated closures.

DISADVANTAGES OF THE RECOMMENDED ACTION:

- 1. A disadvantage of accepting the recommended motion is that it may negatively impact the relationship between Greenview and the Grande Cache Rockies Association.
- 2. A disadvantage of accepting the recommendation motion is that the Grande Cache Rockies Association may not renew their lease at the Grande Cache Recreation Centre in the future.

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to forgive the lease fees for the Grande Cache Rockies Association. This recommendation is not recommended as it may set a precedent allowing for many other organizations to request lease or payment forgiveness. This would be negatively impact the revenue generation of the facility.

FINANCIAL IMPLICATION:

The financial impact to not accepting the recommended motion is the negative impact on the Recreation Services operational 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 proceed as council so chooses.

ATTACHMENT(S):

- Letter to Council from Tony McCormick, President, Grande Cache Rockies Association
- Lease agreement between the Grande Cache Rockies Association and the MD of Greenview.

GRANDE CACHE ROCKIES ASSOCIATION

PO BOX 1768 GRANDE CACHE, AB, TOE 0YO

10/30/2021

McCormick, Tony Grande Cache Rockles Association PO Box 1768 Grande Cache, AB, T0E 0Y0

Reeve Tyler Olsen and MD Council Municipal District of Greenview No. 16 - Grande Cache Box 1079 Valleyview, AB TOH 3NO

To the Honorable Members of the MD Council

As the president of the Grande Cache Rockies Association, I am submitting an appeal of our dressing room annual lease fees. The dressing room is a separate facility attached to the south-west corner of the Grande Cache Recreation Centre. Our lease has historically included an annual payment for full use of the noted facility. This is the issue at hand, as our association paid our lease fees for the 2020 season, but were unable to utilize the room due to Covid-19 restrictions. Since the lease is a pay for use situation, and we did not use the room the last time we paid our fees; what we are asking, is for the MD of Greenview Council to accept that last payment in 2020 and utilize it as our fees for the next time our association can use the noted premises. Before I go any further, I would like to take the time to mention that the Manager Recreation Services, Mr. Kevin Gramm, has been the utmost in professional during this situation surrounding the Covid19 Pandemic; keeping us apprised of any rules, issues, building closures etc; and it was Mr. Gramm that directed us to the MD Reeve and Council.

At this point, I think it is prudent to provide the honorable Reeve and Council some background on our organization and facility. The Grande Cache Senior Rockies team built the dressing room through extensive fund raising efforts with no cost to the Town of Grande Cache. Rather than having ownership of the annual increased equity in the building, it was sold to the town for the price of \$1, with the express stipulation that a permanent lease situation would be provided, which the town and association in turn signed. Although other organizations have had previous councils alleviate annual debt that they may have been unable to pay, our organization has never made such a request. We have consistently over 26 years been reliable Lease Tenants, ensuring that the Annual Lease Fee was payed as prescribed in the Lease.

We have also been responsible tenants, as the focus of maintaining the dressing room was and is to provide the community with a future version of the Senior Rockies Hockey Team, where a professional dressing room would be available for this future team. The Grande Cache Senior Hockey Team provided the community of Grande with years of entertainment, winning the North Central Hockey League (NCHL) Championship in 2000, but taking a leave of Absence from the NCHL in 2000 due to Financial & Player Availability issues. With this in mind, the membership has remained as the ambassadors and caretakers of the facility for the past twenty-six years. The Board of Directors were active Players on the original Senior Rockies Hockey team and have been in the room since its inception and plan to be the Administrators for any new Senior Rockies Hockey Team in the future. Therefore, as the Board of

Directors for the Grande Cache Rockies Hockey Organization, we have a vested interest in maintaining the facility in excellent operating condition.

It is also important, for the honorable Reeve and members of the MD Council, to know a brief background of our community involvement. During the past 26 years, the members of the organization have shown to be exemplary corporate citizens volunteering their time for minor sports activities, fund raising for community events, participating in charity events and even served as members of the Grande Cache Town Council. Further, we have allowed minor hockey to use the facility on many occasions. In addition, we have allowed the Community's Canadian Death Race organization to use it, at no cost, in an attempt to ensure the viability and stability of this wonderful community event. Further to the above, we have also allocated the use of the Rockies' Dressing Room for fund raising games such as the Charity Fundraiser game between the USA and Canadian Female Olympic Hockey Teams, which encouraged local female children to participate in the great game of hockey; as well as the annual fund raising charity Recreation League All Star Game & the Charity Flying Fathers Games.

The lease is a pay per use situation but our teams did not use the room when we paid in 2020; therefore, we are asking the Reeve and MD of Greenview Council to accept the 2020 payment and utilize it as our fees for the next time our association can physically utilize the noted premises. Please keep in mind that the organization does not have any income or fundraising ability, as a result, the cost of the room itself comes from the individual members. Many people have experienced financial hardships during the Covid situation, whereby paying for a room that is not being utilized is very difficult to manage and presents an undue hardship for some. As members of the community, we have noted that since the town has become a Hamlet, the MD has not only made a noticeable and concerted effort in improving the infrastructure of the community, but it has also lowered many rates including taxes. As citizens of the community we are very grateful to the MD for all of its assistance and the care that it has shown in managing the Hamlet of Grande Cache. As an organization, we are asking the Honorable Reeve and MD Council to consider our concerns and to authorize our 2020 Lease Payment to be applied when the Organization can actually utilize the Facility.

As an organization, we would like to thank the MD Council for their time and due consideration on this matter. If there are any questions or concerns, we are more than willing to discuss at a time that is convenient for the MD Council.

Sincerely,

McCormick, Tony

President

Grande Cache Rockies Association

Tony M. Cormicl

(780)827-5086



MUNICIPAL DISTRICT OF GREENVIEW No. 16

DRESSING ROOM LEASE AGREEMENT

THIS AGREEMENT made this __28th_ day of ___August__, 2020 A.D (hereinafter referred to as the "AGREEMENT").

BETWEEN:

MUNICIPAL DISTRICT OF GREENVIEW No. 16, a municipal corporation, incorporated under the laws of the Province of Alberta (hereinafter referred to as "GREENVIEW")

OF THE FIRST PART

-AND-

THE GRANDE CACHE ROCKIES ASSOCIATION (hereinafter referred to as the "ASSOCIATION")

OF THE SECOND PART

WHEREAS the ASSOCIATION has constructed in the Grande Cache Recreation Centre (hereinafter referred to as the "FACILITY") an addition comprised of dressing rooms, lockers, showers, washrooms, and ancillary areas (hereinafter referred to as the "LEASED PREMISES" and outlined in more detail in Schedule "A" of this AGREEMENT);

AND WHEREAS the constructed addition was sold to GREENVIEW for the price of one dollar (\$1.00);

AND WHEREAS GREENVIEW and ASSOCIATION wish to enter into an agreement for the ASSOCIATION to use the LEASED PREMISES for the purpose of operating a hockey club;

NOW THEREFORE THIS AGREEMENT WITNESSETH, in consideration of the lease payments, LEASED PREMISES, terms, covenants, and conditions outlined herein, GREENVIEW and ASSOCIATION mutually agree as follows:

TERM

- The term of this AGREEMENT shall be from <u>September 1st, 2020</u> to <u>August 31st, 2023</u> (hereinafter referred to as the "TERM"), subject to earlier termination in accordance with the terms of this AGREEMENT.
- If the ASSOCIATION complies with all covenants and provisions of this AGREEMENT, the ASSOCIATION shall have the option of renewing this AGREEMENT for one (1) term of up to three (3) years at lease rates established by GREENVIEW.

TERMINATION

 NON COMPLIANCE – Should the ASSOCIATION fail to comply or observe any covenant, term, or stipulation of this AGREEMENT, GREENVIEW shall notify the ASSOCIATION of such failure in writing. If such failure shall continue for a period of thirty-one (31) days after the written notice is received by the

- ASSOCIATION, GREENVIEW may opt to deem the AGREEMENT expired. In the case of such expiration of the AGREEMENT, the remedies outlined in Article 36 shall be available to GREENVIEW.
- 4. This AGREEMENT may be terminated by either party to the AGREEMENT by providing 90 days written notice to the other party.
- 5. In the case of mutual agreement between the parties, the written notice requirements of Article 4 may be amended or waived.
- 6. Upon termination of this AGREEMENT, the ASSOCIATION shall have no further claims against, or be entitled to any further remuneration or compensation from, GREENVIEW.

LEASE PAYMENTS

7. Lease payments are payable by the ASSOCIATION to GREENVIEW and are due as follows:

September 1st, 2020	\$2,560 plus GST	January 1st, 2021	\$2,560 plus GST
September 1 st , 2021	\$2,612 plus GST	January 1st, 2022	\$2,612 plus GST
September 1 st , 2022	\$2,665 plus GST	January 1st, 2023	\$2,665 plus GST

8. In addition to any other remedy for non-compliance with this AGREEMENT, failure of the ASSOCIATION to pay the amounts outlined in Article 7 by the prescribed date shall result in interest on the amount owed. Any such interest shall accrue at a rate of eighteen (18) percent per annum compounded monthly.

COVENANTS OF THE ASSOCIATION

- LEASE PAYMENTS The ASSOCIATION shall make lease payments to GREENVIEW as set out in Article 7 of this AGREEMENT.
- 10. CONDITION OF LEASED PREMISES The ASSOCIATION agrees that they have taken occupation of the LEASED PREMISES in a clean and working condition, and that they shall maintain the LEASED PREMISES (and equipment therein) in a clean and working condition throughout the term of this AGREEMENT. At the end of the AGREEMENT, the ASSOCIATION will also be responsible for returning to GREENVIEW the LEASED PREMISES in a clean and working condition.
- 11. USE OF LEASED PREMISES The ASSOCIATION shall not use the LEASED PREMISES except for the purpose of operating a hockey club without the prior written consent of the GREENVIEW.
 - In the event that a local Senior Men's Hockey team is formed and accepted into a sanctioned league, the ASSOCIATION agrees to incorporate and amalgamate the Senior Men's Hockey team under the umbrella of the ASSOCIATION. As part of the amalgamation, the ASSOCIATION shall allocate the lower level dressing room within the LEASED PREMISES to the Senior Men's Hockey team and re-distribute player stalls as needed within the upper level dressing room of the LEASED PREMISES.
- 12. ASSIGNING AND SUBLETTING The ASSOCIATION shall not assign or sublet any part of the LEASED PREMISES without the prior written approval of GREENVIEW.

- 13. ENCUMBRANCES ON TITLE The ASSOCIATION shall not cause, permit, or suffer any caveat builder's lien or any other encumbrances to be maintained against GREENVIEW'S title to the lands or FACILITY upon which the LEASED PREMISES exist.
- 14. FACILITY RULES AND REGULATIONS The ASSOCIATION agrees to abide by all reasonable rules and regulations established for the operation of the FACILITY.
- 15. ASSOCIATION EQUIPMENT The ASSOCIATION shall assume all costs of installation, upkeep, purchase, replacement, insurance, and removal of ASSOCIATION equipment.
- 16. ALTERATIONS AND ADDITIONS The ASSOCIATION shall not make or erect on to the LEASED PREMISES or FACILITY any installation, alteration, addition, sign, or partition without submitting plans and specifications to GREENVIEW and obtaining GREENVIEW'S prior written consent, which will not be reasonably withheld.
- 17. OBSERVANCE OF LAW The ASSOCIATION must, at its expense, hold all provincial and local licenses and permits required for the operation of the hockey club, as well as comply with any rule, regulation, or requirement of any federal, provincial, and municipal government.
- 18. INDEMNIFICATION The ASSOCIATION shall indemnify GREENVIEW from any loss, damage, injury, or harm as a result of services provided or actions of ASSOCIATION staff, agents, and members.
- 19. PERSONNEL AND AGENTS Employees, volunteers, and members supplied by the ASSOCIATION shall be deemed personnel of the ASSOCIATION and shall not for any reason be deemed personnel of GREENVIEW. The ASSOCIATION shall assume responsibility for all actions of ASSOCIATION personnel while performing duties and shall be solely responsible for the complete control and administration of ASSOCIATION personnel as required by law.
- 20. SECURITY & ACCESS The ASSOCIATION, ASSOCIATION'S personnel, and ASSOCIATION members shall have access to the LEASED PREMISES. The ASSOCIATION is responsible for the security of the LEASED PREMISES. Furthermore, the CLUB shall be responsible for ensuring ASSOCIATION users do not access the FACILITY'S non-leased premises during any GREENVIEW closure of the FACILITY. In addition, the ASSOCIATION shall be responsible for any FACILITY or LEASED PREMISES damages as a result of negligence or abuse from ASSOCIATION personnel, agents, members, patrons, and guests.
- 21. UTILITIES If applicable, the ASSOCIATION shall pay for the provision of telephone, internet, satellite, and television services, as well as any related installation and service costs.
- 22. DAMAGE OR MALFUNCTION The ASSOCIATION must immediately inform the GREENVIEW in writing of any damage, loss, or malfunction of GREENVIEW facilities, systems, and equipment. The ASSOCIATION must also immediately inform GREENVIEW in writing of any damage or loss of ASSOCIATION facilities and equipment believed to be the result of actions of GREENVIEW.
- 23. LEASED PREMISES MAINTENANCE The ASSOCIATION shall be responsible for the cost and performance of general maintenance and upkeep of the LEASED PREMISES, including the following areas:

- a. Removal of snow, ice, and debris from the entrance area and walkway areas adjacent to the PREMISES
- b. Mechanical systems (i.e. plumbing, electrical, heating) within the LEASE PREMISES
- c. All janitorial supplies and services pertaining to the LEASED PREMISES, as well as the area surrounding the dressing rooms and extending to the arena ice surface.
- 24. GREENVIEW ACCESS TO LEASED PREMISES The ASSOCIATION shall permit GREENVIEW and its agents to enter upon the LEASED PREMISES at all reasonable times for the purpose of viewing the condition thereof and performing maintenance services to the FACILITY and LEASED PREMISES. To that end, GREENVIEW shall provide the ASSOCIATION with keys to the LEASED PREMISES and locks shall not be installed without the prior written consent of GREENVIEW.

COVENANTS OF GREENVIEW

- 25. QUIET ENJOYMENT GREENVIEW shall provide for the quiet enjoyment of the LEASED PREMISES during the TERM of this AGREEMENT.
- 26. INDEMNIFICATION AND INSURANCE GREENVIEW shall indemnify the ASSOCIATION from any loss, damage, injury or harm as a result of services provided or actions of GREENVIEW staff. GREENVIEW shall also insure (and keep insured) during the TERM of this AGREEMENT the FACILITY against fire and other risks as are included in a standard fire and extended coverage insurance policy, as well as insurance for other perils as GREENVIEW (acting prudently) deems necessary. The ASSOCIATION will be responsible for providing GREENVIEW with a copy of their 3rd Party Liability Insurance of \$2,000,000.00.
- 27. UTILITIES GREENVIEW shall only provide and pay for the following utilities used by the ASSOCIATION in the operation of the LEASED PREMISES: heat, power, and water.
- 28. THEFT AND LOSS GREENVIEW will not accept responsibility for any theft or loss to contents or equipment incurred by the ASSOCIATION, except where it can be proven that the loss was a direct result of action by GREENVIEW staff.
- 29. MAINTENANCE GREENVIEW shall be responsible for the maintenance and upkeep of the building's mechanical systems (such as plumbing, heating, electrical, and ventilation) up to the LEASED PREMISES. GREENVIEW shall also be responsible for the structural maintenance and upkeep of the FACILITY, including the portions supporting the LEASED PREMISES.
- 30. GROUNDS MAINTENANCE GREENVIEW shall be responsible for the maintenance and upkeep of the FACILITY'S parking area and general grounds to a reasonable standard as established by GREENVIEW.
- 31. GREENVIEW ALTERATIONS TO LEASED PREMISES GREENVIEW may make required additions or alterations to the LEASED PREMISES under the following conditions:
 - d. The ASSOCIATION is given reasonable notice of the need and timing of the required additions or alterations;

- e. GREENVIEW completes the work within a reasonable time period given the nature of the addition or alteration;
- f. GREENVIEW shall endeavor to minimize the impact of the addition or alteration on the current layout and functionality of the LEASED PREMISES; and
- g. GREENVIEW'S completed addition or alteration must provide a reasonable access to the LEASED PREMISES for the ASSOCIATION.
- 32. EQUIPMENT OR FACILITY FAILURE GREENVIEW will not accept responsibility for any loss to the ASSOCIATION as a result of GREENVIEW owned equipment or FACILITY mechanical or structural failure.

GENERAL PROVISIONS

- 33. This AGREEMENT shall be binding upon and shall endure to the benefits of the parties hereto and each of their respective successors and assigns. Neither party may assign this AGREEMENT without prior written consent of the other party.
- 34. Neither party shall not incur liability for delay in the strict performance of any of its obligations herein contained is such delay is caused or occasioned by or its attributable to acts of God or the Queen's enemies, war, riots, strikes, delay in deliveries or any materials, lockouts or other circumstances of whatever nature beyond the reasonable control of the party.
- 35. In the instance of mechanical failure, illness, or some other unforeseen incident that results in the failure to provide regular service on the part of the ASSOCIATION or GREENVIEW, each party shall bear two (2) weeks of failure without adjustment to the terms or conditions of this AGREEMENT. If the cumulative time of failure exceeds two (2) weeks in any calendar year, the parties may negotiate suitable pro-rated adjustments to the leased payments outlined in Article 7 of this AGREEMENT.
- 36. If the ASSOCIATION shall continue to occupy the LEASED PREMISES after the expiration of the TERM of this AGREEMENT, the GREENVIEW may choose between the following remedies:
 - h. Continue this AGREEMENT on a month to month basis with the ASSOCIATION with all the terms and conditions of this AGREEMENT remaining in effect, excepting Article 7. In such instance, the ASSOCIATION shall pay to GREENVIEW rent in the amount of seven hundred dollars (\$700) per month or portion thereof.
 - Terminate this AGREEMENT and provide the ASSOCIATION 30 days' notice to remove all ASSOCIATION equipment from the LEASED PREMISES and FACILITY. Upon the expiration of 30 days, the GREENVIEW will assume ownership of all ASSOCIATION equipment left in the LEASED PREMISES and FACILITY.
- 37. This AGREEMENT shall be construed and governed by the laws of the Province of Alberta. If any provision of this AGREEMENT is deemed illegal or unenforceable it is considered separate from the AGREEMENT and the remaining provisions will remain in force.

38. A waiver by either Party of the strict performance of any covenants or provision of this AGREEMENT shall not of itself constitute a waiver of any subsequent breach of such covenant or provisions or any other covenants, provisions, or terms of this AGREEMENT.

NOTICES

39. Any notice to be given by one party to this AGREEMENT to another shall be in writing, e-mail, delivered personally, or mailed by pre-paid registered mail to the other party at the address shown below. Notice given in any such manner shall be deemed to have been received by the party on the day of delivery or upon the seventh (7th) day after the date of mailing provided that normal postal service is in existence at the time of mailing and for seven (7) days thereafter.

Notice shall be given to GREENVIEW at:

Municipal District of Greenview No. 16 - Grande Cache Box 1079 Valleyview, AB TOH 3NO

Notice shall be given to the ASSOCIATION at:

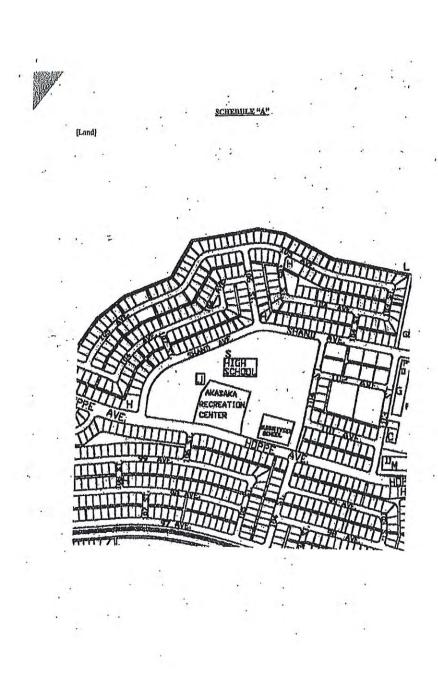
Grande Cache Rockies Association Box 176ら Grande Cache, Alberta TOE 0Y0

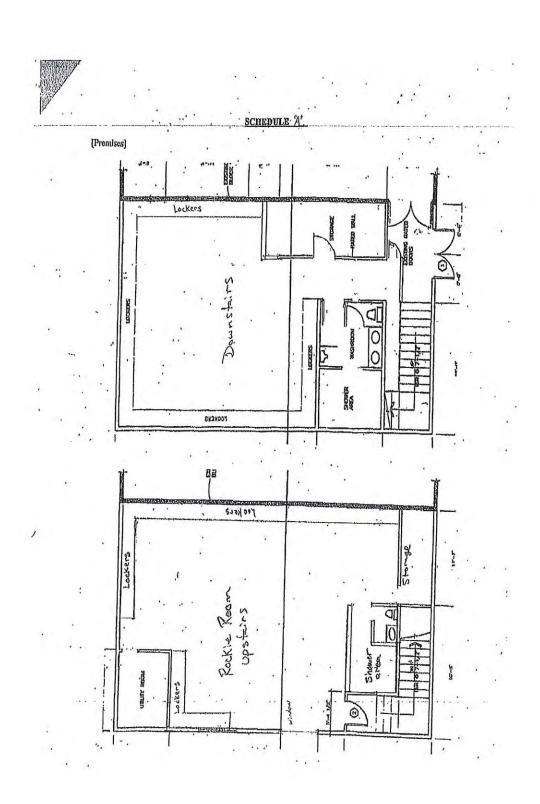
IN WITNESS WHEREOF, the parties have hereunder affixed their seals duly attested to by their proper signing officers, the day and year as first above written.

SIGNED, SEALED, AND DELIVERED

GREENVIEW OF GRANDE CACHE
Kevin Gramm, Manager of Recreation Services
Natasha Brown, Administrative Support
GRANDE CACHE ROCKIES ASSOCIATION Tous of which.
Tony McCormick, President
Roddy Head, Director

SCHEDULE "A" - THE LEASED PREMISES







REQUEST FOR DECISION

SUBJECT: Grizzly Populations Letter

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION MEETING DATE: January 11, 2022 CAO: SW MANAGER: SK DEPARTMENT: AGRICULTURE GM: MH PRESENTER: SK

STRATEGIC PLAN: Level of Service LEG: SS

RELEVANT LEGISLATION: **Provincial** (cite) – N/A

Council Bylaw/Policy (cite) - N/A

RECOMMENDED ACTION:

MOTION: That Council authorize Administration to send the Greenview Wildlife Populations and Conflict with Agricultural Productivity letter to the Honourable Nate Horner, Minister of Agriculture, Forestry, and Rural Economic Development and the Honourable Jason Nixon, Minister of Environment and Parks.

BACKGROUND/PROPOSAL:

During the November 24th meeting, the Agricultural Service Board made the following motion:

MOTION: 21.11.129.

Moved by: **MEMBER MARK PELLERIN** That the Agricultural Service Board recommend Council authorize Administration to send a Peace Region Wildlife Populations and Conflict with Agricultural Productivity letter to the Honourable Nate Horner, Minister of Agriculture , Forestry and Rural Economic Development the Honourable Jason Nixon, Minister of Environment and Parks, as presented.

Administration has researched data on grizzly populations within Alberta. Areas of the province are separated into Bear Management Areas (BMA). Greenview is part of BMA 2 (Grande Cache) and BMA 7 (Swan Hills). Estimates of the Grizzly population in these BMAs were done in 2008 and 2018, respectively. Grande Cache BMA had a higher concentration of Grizzly in the Wilmore/Kakwa areas. The Swan Hills estimates were cited as imprecise, and the researchers recommended a more thorough gathering of data for better assessment. Recent assessments have indicated that Grizzly populations are increasing across the province.

Administration recommends Council to approve submitting letters to Minister Nate Horner and Minister Jason Nixon with regard to Peace Region Wildlife Populations and Conflict with Agricultural Productivity. Administration will investigate the feasibility of a 2022 Regional Agricultural Service Board resolution regarding Grizzly bear populations' impact on agricultural production with other impacted Peace Region municipalities and municipalities along the Eastern Slopes throughout the Province.

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BENEFITS OF THE RECOMMENDED ACTION:

The benefit of Council accepting the recommended motion is that the increase of wildlife population and the resulting conflict with agricultural productivity will be conveyed to the Province.

DISADVANTAGES OF THE RECOMMENDED ACTION:

There are no perceived disadvantages to the recommended action.

ALTERNATIVES CONSIDERED:

Alternative #1: Council can alter or deny the recommended motion.

FINANCIAL IMPLICATION:

There are no financial implications.

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 send the letters to the Honourable Nate Horner, Minister of Agriculture, Forestry, and Rural Economic Development, and the Honourable Jason Nixon, Minister of Environment and Parks if the recommended motion is approved as presented.

ATTACHMENT(S):

- Draft Letters to Minister Horner
- Draft Letter to Minister Nixon



MUNICIPAL DISTRICT OF GREENVIEW

January 13, 2022

Honourable Nate Horner
Minister of Agriculture, Forestry, and Rural Economic Development
229 Legislature Building
10800-97 Ave
Edmonton AB, T5K 2B6

Dear Hon. Minister Nate Horner,

RE: PEACE REGION WILDLIFE POPULATIONS CONFLICT WITH AGRICULTURAL PRODUCTIVITY

On November 10th, Saddle Hills County shared the proposed ASB Resolution "PROPERLY MANAGING UNGULATE POPULATIONS" with the Greenview Agricultural Service Board. The Greenview ASB had been in discussions previous to learning of Saddle Hills County's resolution related to increased impacts from ungulates on Greenview crop producers coupled with the 20% reduction to the AFSC top-up for damages and increased pressures on our livestock producers from Grizzly populations. Management of wildlife populations within Alberta appears to have taken a back seat to other concerns

Greenview is part of Bear Management Areas (BMA) 2 and 7. BMA 7, Swan Hills, population survey conducted by Foothills Research Institute in 2018 suggested an estimate of 62 grizzly bears in BMA 7 be used for management purposes until a study with higher precision could be performed. The grizzly population density in BMA 7 is estimated at 12.6 bears per 1,000 km2.

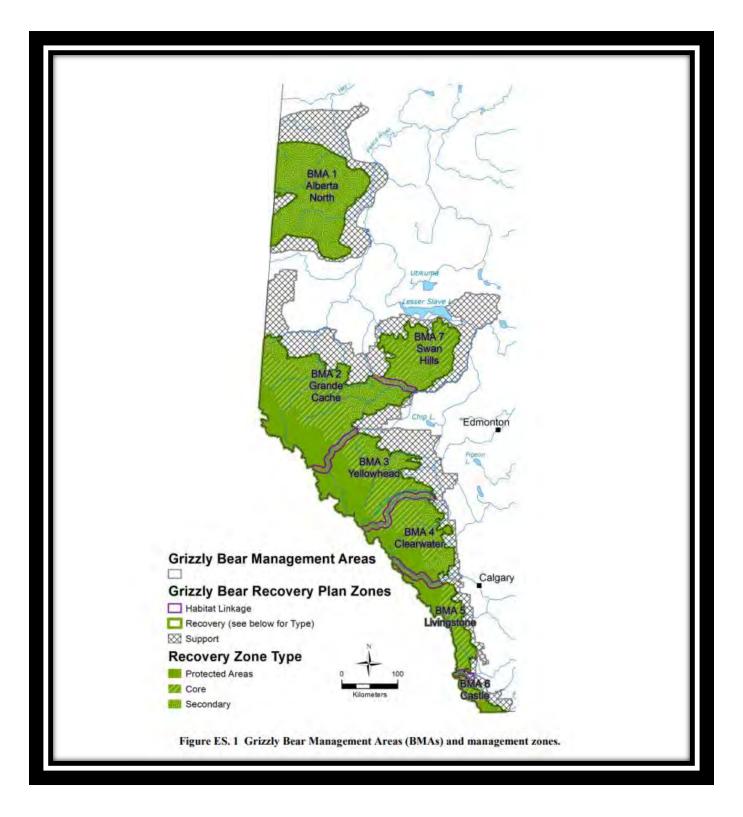
BMA 2, Grande Cache, was last surveyed in 2008, with no further surveys announced. The 2008 survey revealed an estimated population of 271 grizzly bears. The density of grizzlies stood at 18.11 bears per 1,000 km². This density was most concentrated in the Wilmore/Kakwa areas.

With the range of an adult male grizzly bear being 1800 km², the proximity of ranches in the Grovedale and Grande Cache areas increases the potential for conflicts. As populations appear to have rebounded in other BMAs, Greenview requests grizzly population estimates be updated

for BMA 2 and completed with increased precision in BMA 7 to inform our residents and agricultural producers, potentially reducing wildlife conflicts.

Respectfully,

Tyler Olsen, Reeve Municipal District of Greenview





MUNICIPAL DISTRICT OF GREENVIEW

January 13, 2022

Honourable Jason Nixon Minister of Environment and Parks 323 Legislature Building 10800-97 Ave Edmonton AB, T5K 2B6

Dear Hon. Minister Jason Nixon,

RE: PEACE REGION WILDLIFE POPULATIONS CONFLICT WITH AGRICULTURAL PRODUCTIVITY

On November 10th, Saddle Hills County shared the proposed ASB Resolution "PROPERLY MANAGING UNGULATE POPULATIONS" with the Greenview Agricultural Service Board. The Greenview ASB had been in discussions previous to learning of Saddle Hills County's resolution related to increased impacts from ungulates on Greenview crop producers coupled with the 20% reduction to the AFSC top-up for damages and increased pressures on our livestock producers from Grizzly populations. Management of wildlife populations within Alberta appears to have taken a back seat to other concerns

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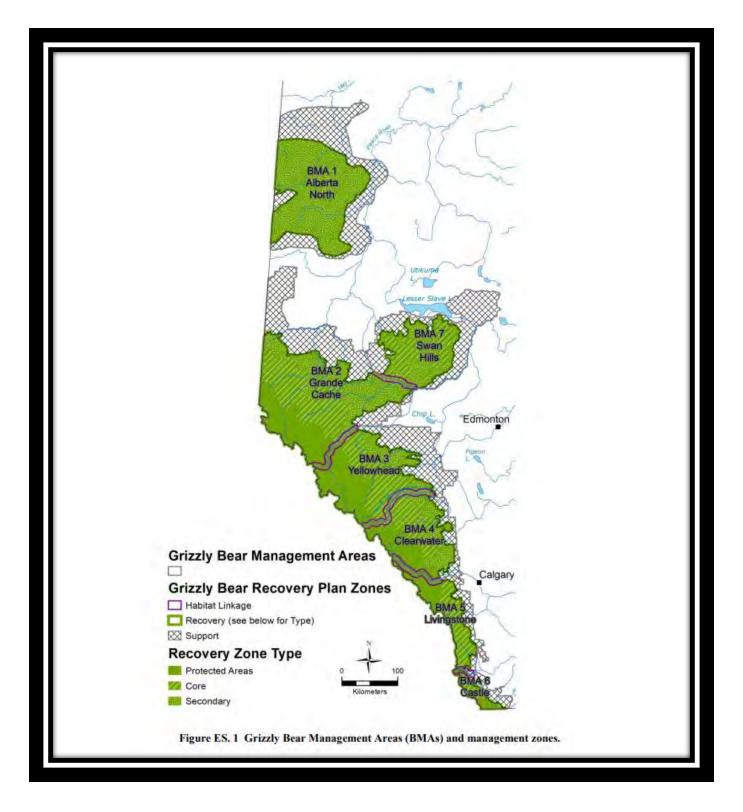
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With the range of an adult male grizzly bear being 1800 km², the proximity of ranches in the Grovedale and Grande Cache areas increases the potential for conflicts. As populations appear to have rebounded in other BMAs, Greenview requests grizzly population estimates be updated

for BMA 2 and completed with increased precision in BMA 7 to inform our residents and agricultural producers, potentially reducing wildlife conflicts.

Respectfully,

Tyler Olsen, Reeve Municipal District of Greenview





REQUEST FOR DECISION

SUBJECT: Proposed Water Point in Nose Creek

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION

MEETING DATE: December 14, 2021 CAO: SW MANAGER:

DEPARTMENT: INFRASTRUCTURE & PLANNING GM: RA PRESENTER: RA

STRATEGIC PLAN: Level of Service LEG:

RELEVANT LEGISLATION:

Provincial (cite) - N/A

Council Bylaw/Policy (cite) - N/A

RECOMMENDED ACTION:

MOTION: That Council the report for the estimated cost for a Potable Trickle feed Water Point in Nose Creek, for information, as presented.

BACKGROUND/PROPOSAL:

On March 23, 2021 Councillor Delorme brought forward the following motion;

"That Council direct Administration to bring back a preliminary report outlining costs for a potable water point to serve the residents in Nose Creek."

In September 2021 Administration scheduled a meeting in Nose Creek but was unable to meet due to positive COVID-19 results in Nose Creek. Administration was able to contact a representative from Nose Creek and asked if the residents would be receptive to a trickle fill water system in their community. Administration received positive correspondence (see attached) from Nose Creek.

Administration has had conversations with Industry about the cost of a low supply trickle feed water system for Nose Creek. The cost are estimated as, Engineering \$20,000, Cost to Build \$210,000.00 and Inspection \$20,000.00 for a combined estimated cost of \$250,000.00. The regulatory and environmental regulations around a public potable water supply would be addressed firstly, before proceeding. The low water supply system would be the most cost efficient. The system would be composed of a "residential sized" drilled well (approx. 6"), a small filtration system, small reservoir (approx. 60 gallon), and a small building to house all the equipment. The site would be vulnerable to Power disruptions without a back-up power supply, which is not built into the estimated costs.

Administration feels the best location for the proposed system would be on the undeveloped road allowance (map A) as this site is easily accessible for residents and utilities.

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Administration is against a full truck fill water point, because of the anticipated cost to build (approx. \$1,000,000.00) and maintain (approx. annual cost of \$25,000.00)

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of Council accepting the recommended motion is that councillors will be updated on the preliminary report for a water point in Nose Creek.

DISADVANTAGES OF THE RECOMMENDED ACTION:

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

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to direct administration to proceed with a full detailed design and cost for a Trickle Feed Water Point in Nose Creek, Alberta.

FINANCIAL IMPLICATION:

Direct Costs:

Ongoing / Future Costs:

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion once the vacant position is filled for the Grovedale Water Treatment Facility.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

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

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Administration will inform the residents of Nose Creek of Council's decision.

ATTACHMENT(S):

• Letter from Nose Creek

• Potential Site -- Map

MD of Greenview No. 16

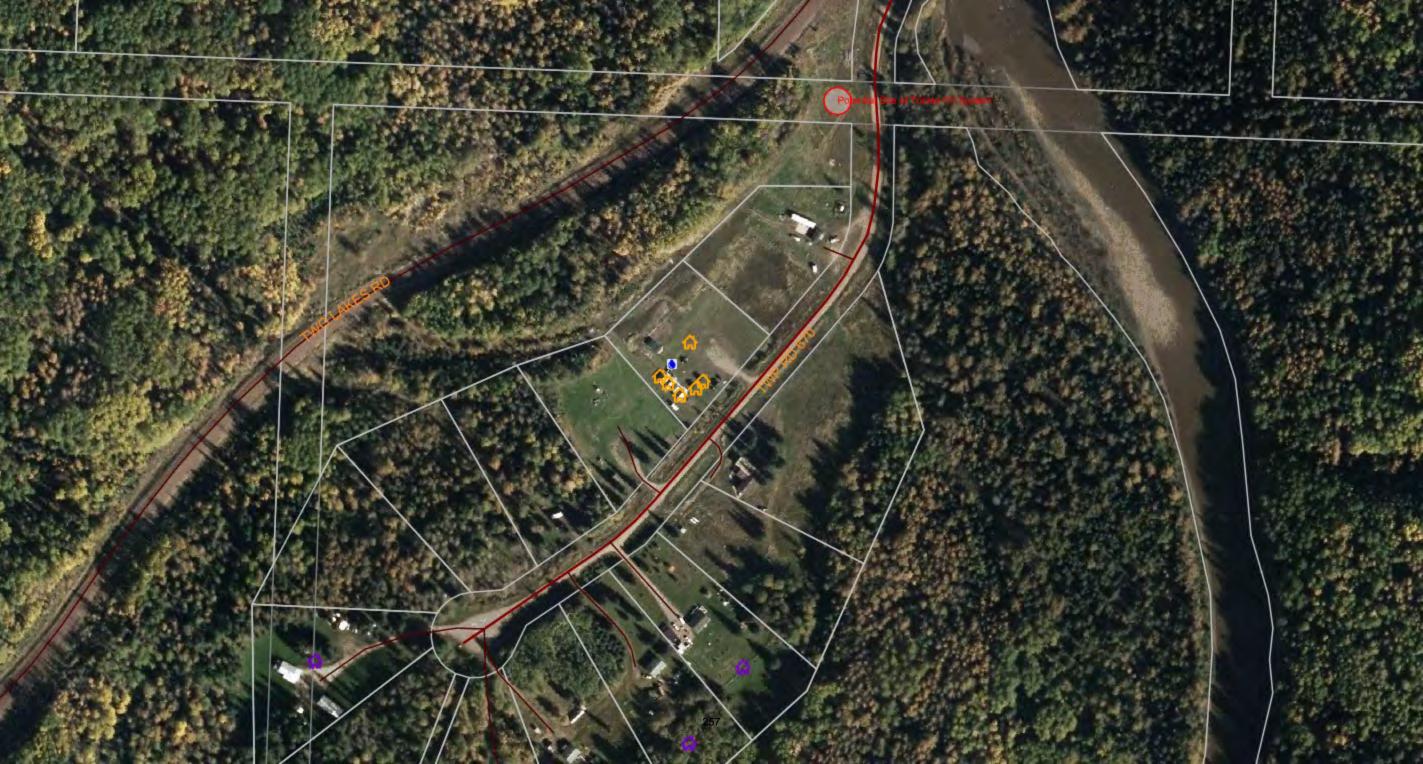
This is on behalf of the elders in the community of Nose Creek, Ab.

Due to the receding water table in the area, it has been difficult for the community members to get access to potable water. Most of the community members are elderly and have no running water in their homes. They have been buying their drinking water and wash water in Grande Prairie and that's an hour away. As mentioned most are elderly and have limited income, so it has been difficult as there is no well in the community.

The community members of Nose Creek are interested in a water point in the community, where they can fill up water jugs and they don't have to make the hour drive to Grande Prairie, or try to lug jugs from the creek which is no longer potable due to heavy industry upstream.

Thank you for the consideration and look forward to hearing more from the Md of Greenview on this matter.

Linda Danforth





REQUEST FOR DECISION

SUBJECT: Capped Water Well – Muskeg Seepee

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION

MEETING DATE: January 11, 2022 CAO: SW MANAGER:

DEPARTMENT: INFRASTRUCTURE & PLANNING GM: RA PRESENTER: RA

STRATEGIC PLAN: Level of Service LEG: SS

RELEVANT LEGISLATION:

Provincial (cite) – Water (Ministerial) Regulation, AR 205/1998

Council Bylaw/Policy (cite) - N/A

RECOMMENDED ACTION:

MOTION: That Council accept the report for the costs to replace a water well at PT-10-57-5 W6M Muskeg Seepee Cooperative, for information, as presented.

BACKGROUND/PROPOSAL:

October 14, 2020, Councillor Delorme received a letter from Mr. Alvin Findlay stating that the Cooperative had the well put in in 2005 as a source of income for the community. That well was plugged by Greenview in 2018.

Administration obtained a Water Well Drilling Report (see attached) stating that the well did belong to Muskeg Seepee and should not have been capped by Greenview.

On March 23, 2021 Councillor Delorme made the following motion.

"That Council direct Administration to bring back information on replacing the well at SE 11-57-05-West of the 6th Meridian, Muskeg Seepee Co-operative."

In September 2021 Administration sat with Mr. Findlay to discuss option for a new well. Administration provided maps of the area, indicating that the Cooperative could choose a spot for a new well.

Mr. Findlay has since reached out and requested that Administration drill a replacement well at PT-10-57-5 W6M.

In 2013 Greenview contracted HCL Consultants Ltd to conduct a tabletop study that identified 14 registered water wells within the Grande Cache area. Administration found additional data within Greenview's files indicated there were 33 additional unregistered wells within the Grande Cache area for a total of 47 wells. There is no record of direction from Council for Administration to pursue the capped wells, however this item was approved in the 2017 Capital Budget.

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In 2014 HCL Consultants Ltd completed a field study confirming ownership, status and location of water wells identified in the preliminary tabletop study of the Grande Cache area.

In 2017 Council approved in the Capital Budget to include the plugging of the wells from the above stated study. This list below is the wells that were plugged in 2018.

Grande Cache Lake (Kamisak Development) 4

- 10-07-057-07 W6M Hand Pump Water Well Painted Green
- 10-07-057-07 W6M Hand Pump Water Well Empty Lot
- 16-07-057-07 W6M Former Camp Water Supply Well West
- 13-08-057-07 W6M Former Camp Water Supply Well East

Victor Lake 3

- SE 34-056-08 W6M 1973 Not in Use Water Well
- NE 27-056-08 W6M 1975 Not in Use Water Well
- 13-27-056-08 W6M 1971 Not in Use Water Well

Muskeg Seepee 8

- 10-11-057-05 W6M Hand Pump Water Well
- NW 11-057-05 W6M Water Well
- NE 10-057-05 W6M Not in Use Water Well
- NE 10-057-05 W6M Water Well
- 14-11-057-05 W6M Muskeg Cooperative Flowing Water Well
- SE 11-057-05 W6M Camp Water Supply Well
- 11-11-057-05 W6M Hand Pump Water Well
- NW 11-057-05 W6M Not in Use Water Well

Susa Creek 3

- 08-16-057-07 W6M Hand Pump Water Well
- 08-16-057-07 W6M Water Well
- 08-16-057-07 W6M Not in Use Water Well

Administration acknowledges the fact that a well was capped without approval from the registered owner. Administration does recommend replacing this well, within Muskeg Seepee Cooperative Lands.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of accepting the recommended motion is that Council will be informed of the costs to replace a well in the Muskeg Seepee Cooperative community.

DISADVANTAGES OF THE RECOMMENDED ACTION:

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

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to direct Administration to replace the well in the Muskeg Seepee Cooperative.

Alternative #1: Council has the alternative to direct Administration to not drill a new well in the Muskeg Seepee Cooperative.

FINANCIAL IMPLICATION:

Administration reached out to local industry companies for verbal quotes for the project.

Direct Cost: approximately \$75,000.00 includes Travel to site, set up, Drill to explore for water. (Wells in area are up to 150ft) Steel Casing & PVC Liner, Set pump do drawn down and recovery (2 + 2) water sample, Cap well This quote covers 200ft of hose and wire, Pitless, also includes backhoe to trench up to 8ft x 25ft.

35gal pressure tank. Water will be running when done. If it is a dry hole cost is \$7,500.00 plus any casing that can't be removed.

Ongoing/Future Costs: Future costs will be the responsibility of Muskeg Seepee Cooperative.

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:

Should Council accept the recommended motion, Administration will arrange for the well to be drilled.

ATTACHMENT(S):

- Letter from Muskeg Seepee Representative
- Proposed Site for Well
- Muskeg Well Reclamation
- Record of Well Plugging
- Water Well Report

Muskeg Seepee Co-operative

PO Box 2276

Grande Cache, AB, T0E 0Y0,

780-827-2002

October 14, 2020

Winston Delorme, Councillor M.D. of Greenview

Re: Water Well Removal

In 2005 Muskeg Seepee Cooperative had a water well put in, at our cost, to service a camp that we rented some land to.

Last year the well was removed by the M.D. of Greenview even though we had expressed concern for them not to remove the well. Mrs. Leavitt, a board member tried to get them to stop but was treated very rudely by the M.D. of Greenview staff.

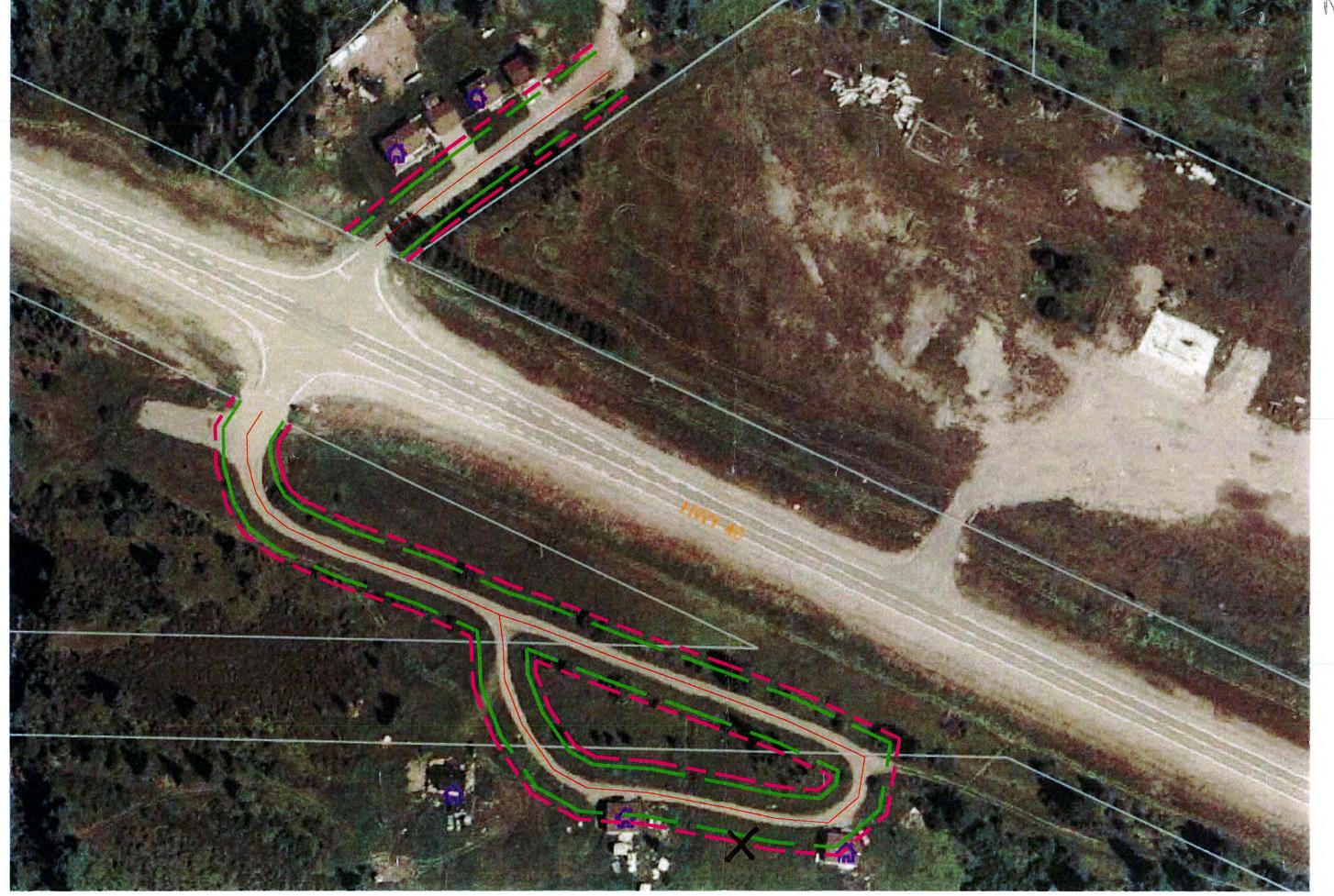
In order for our cooperative to pay our taxes and make revenue we rely on these types of business ventures.

We are requesting that the M.D. of Greenview replace our well at it's original location.

Thank you for your consideration,

Al Findlay, President

Muskeg Seepee Cooperative



WELL SITE

Camp Water Supply Well

SE 11-057-05 W6M (M41906.3566018



Well Spatial Location:

Easting: **-237,894**Northing: **5,977,300**

::() spapilp cup rIMyITGPIS I1—yMINAD938

Ground Elevation AMSL (m): 1,253 ::(eievpdonlp cup rIMyIDEM8

Date Completed: Not Available

Depth Drilled (m): Not Available

Completion Interval (m): Not Available

Most Recent Water Level (m): 7.54 — July 17, 2014







Camp Water Supply Well Well Diagram

Drawing unsuccessful: An exception occurred while creating the well diagram.

Insufficient information available to draw a water well diagram





Owner: Muskeg SeePee Cooperative
Grande Cache, AB TOE 0H0
Contractor: [unknown contractor]
Name: Camp Water Supply Well
Field Survey: July 17, 2014 - Confirmed - Physically
Work Type: Well Inventory
Drilling Method: Drilled

Proposed Use: Industrial

General Details

Well Status: Not In Use Feature Class: Water Well METRIC REPORT

1,253 ***

-237,894.00** 75/80 5,977,300.00**

Block: Plan: Presence of Oil: No Presence of Gas: No

Lot:

Easting (m):

Northing (m):

Elevation (m):

SE 11-057-05 W6M

M41869.359961

Googl

Elog Taken: *No*Gamma Taken: *No*Flowing: *No*Stick Up (m): *0.7*

Lithology Details

Completion Details

Surface Casing: Steel — 141.2 mm (O.D.)

ntervals

Chemistry Summary Details (mg/L, except as noted)

(most recent first)

General Comments / Observations

)FNbroJeoloJical Con2ultant2 Ltd. (FCL4, ield SurveN1ulNH03P[, ormer g orthJate Camf 2ite[Camf no lonJer on2ite of eratinJ[water well located on 2outhea2t 2ite opcleared 2f ace. Submer2ible f umf removed].

Most Recent Water Level (m): 7.5P m — 1ulN37[H03P

Aquifer Tests

Created on: September 24, 2014 — Data "ASIS"; no warranty either expressed or implied. [53.910894 -118.623684 (WGS 84)], INT

Alias ID

* The Groundwater Centre (**TGWC**) calculated or determined value.

** 75 - MT Gy S — 30TM g AD8s

*** 80 - MT DEM — {Ground; AMSL}





Module 9 — Plugging Abandoned We	ells —	
AWWID Well ID Number:(call 780-427-2770 to obtain)	Worksheet	Mharta =
Record of Well Plugging		Government
Original landowner's name: HUSKES SEE	O WATER SUPPLY NELL	of plugging: OCTOBER 04, 2014
Lot	Blk Plan	
GPS Location):	_Latitude: 53,91092 Longitud	e: 118.62373
Location reference points on the farm (i.e., distant	ace from buildings):	
Current well depth: 50'9" O	riginal well depth: Well di	ameter: 5"
Was well casing removed before plugging?	EL COSING REMOVED 59116 . 244 5	53'2"
Water characteristics: (attach any analysis done	DIAMETER WALL A	£N574
Reason for plugging the well:	NOE - NOT IN USE	
Type and quantity of plugging material used:	200 GALLONS OF 200 / BROWT & 200 LA	es of 3/6 BENTONITE CHIPS
How was material placed into the well? GROW	T WAS FUMPED THROUGH A TREMIE WHE & BA	ENTENTE WAS FOURED THROUGH FUNDEL
	HE-SAVILLE DRILLING SERVICES ON BENGLE O.	M) of GREENVIEW Clo GARRY COUCH
Mail a copy of this worksheet to the Groundwate	er Information Centre. Include a photocopy of the origin	MANAGER OF ENVIRONMENTAL SERVICES and drilling report if possible.
Alberta Environment and Sustainable Resour	ce Development	
Groundwater Information Centre 11th Floor, Oxbridge Place		- 12 m
9820 - 106 Street		SATELLER
Edmonton, Alberta T5K 2J6		100
* Working copies are included in the pocket on	the back cover.	DEC 1 9 2017
	79	VALLEYVIEW
		1 1 1 1 1 1



Water Well Drilling Report

The driller supplies the data contained in this report. The Province disclaims responsibility for its

View in Metric Export to Excel

GIC Well ID 9491202

GoA Well Tag No.

COMM	IL
GOWN	ш

GOWN ID	this report will be retained in a public database.	Date Report Received 2017/12/19
Well Identification and Location		Measurement in Imperial
Owner Name Address MUSKEG SEEPEE COOP	Town	Province Country Postal Code ALBERTA CANADA
Location 1/4 or LSD SEC TWP RGE 8 11 57 5	W of MER Lot Block Plan 6	Additional Description CAMP WATER SUPPLY WELL
Measured from Boundary of ft from ft from	GPS Coordinates in Decimal Degrees (NAD 83) Latitude 53.910920 Longitude -118.6 How Location Obtained	
	Not Verified	Not Obtained
Drilling Information		
Method of Drilling Not Applicable	Type of Work Existing Well-Decommissioned	
Proposed Well Use Commercial	Amo	ged with Bentonite Chips unt 200.00 Pounds
-	surement in Imperial Yield Test Summar	y Measurement in Imperial
Depth from Water ground level (ft) Bearing Lithology Description	Recommended Pump	
		(5)
	Well Completion	Measurement in Imperial
	Total Depth Drilled F	inished Well Depth Start Date End Date
	Borehole	
	Diameter (in)	From (ft) To (ft)
	Surface Casing (if a	oplicable) Well Casing/Liner
	Size OD:	
	Wall Thickness : Bottom at :	in Wall Thickness : in ft Top at :
	Perforations	Bottom at :ft_
	From (ft) To (ft)	Diameter or Slot Length Hole or Slot Slot Width(in) (in) Interval(in)
	Perforated by	
		ft to ft
	Amount Other Seals	
	Туре	At (ft)
	Screen Type	in
	Size OD : From (ft)	To (ft) Slot Size (in)
	Attachment	
	Top Fittings	Bottom Fittings
	Pack	
	Type Amount	Grain Size

Contractor Certification

Name of Journeyman responsible for drilling/construction of well

DARRELL SAVILLE

Company Name

SAVILLE DRILLING SERVICES LTD.

Certification No

9723Q

Copy of Well report provided to owner

Date approval holder signed

2017/10/04



GOWN ID

Water Well Drilling Report

The driller supplies the data contained in this report. The Province disclaims responsibility for its accuracy. The information on this report will be retained in a public database

View in Metric Export to Excel

9491202

GIC Well ID GoA Well Tag No.

Drilling Company Well ID

Date Report Received 2017/12/19

Well Identification and Location Measurement in Imperial Owner Name Postal Code Address Town Province Country MUSKEG SEEPEE COOP **ALBERTA** CANADA TWP Additional Description 1/4 or LSD SEC RGE W of MER Location Lot Block Plan 8 CAMP WATER SUPPLY WELL 11 57 GPS Coordinates in Decimal Degrees (NAD 83) Measured from Boundary of Elevation _ Latitude 53.910920 Longitude -118.623730 ft ft from How Location Obtained How Elevation Obtained ft from Not Verified Not Obtained Additional Information Measurement in Imperial Distance From Top of Casing to Ground Level Is Artesian Flow Is Flow Control Installed Rate Describe Recommended Pump Rate Pump Installed igpm Depth ft Recommended Pump Intake Depth (From TOC) ft H.P. Model (Output Rating) ft Well Disinfected Upon Completion Yes Did you Encounter Saline Water (>4000 ppm TDS) Depth ft ____ Depth Geophysical Log Taken Gas Submitted to ESRD Sample Collected for Potability Submitted to ESRD Additional Comments on Well GPS LOCATION: LATITUDE: 53.91092, LONGITUDE: 118.62373. LOCATION REFERENCE POINTS (I.E., DISTANCE FROM BUILDINGS): CURRENT WELL DEPTH: 50.75 FT. ORIGINAL WELL DEPTH: . WELL DIAMETER: 5". WAS WELL CASING REMOVED BEFORE PLUGGING? YES, STEEL CASING REMOVED. 53.2 LENGTH, 5.5625 DIAMETER. REASON FOR PLUGGING THE WELL: NOT IN USE. TYPE AND QUANTITY OF PLUGGING MATERIAL USED: 200 GALLONS OF 20% GROUT & 200 LBS. OF 3/8 BENTONITE CHIPS. HOW WAS THE MATERIAL PLACED INTO THE WELL? GROUT WAS PUMPED THROUGH A TREMIE LINE AND BENTONITE WAS POURED THROUGH FUNNEL. WHO COMPLETED THE PROCEDURE? DARRELL SAVILLE/ SAVILLE DRILLING SERVICES LTD. ON BEHALF OF MD OF GREENVIEW. Yield Test Taken From Ground Level Measurement in Imperial Test Date Start Time Static Water Level ft Method of Water Removal Туре Removal Rate igpm Depth Withdrawn From ft If water removal period was < 2 hours, explain why Water Diverted for Drilling Water Source Amount Taken Diversion Date & Time

Contractor Certification

Name of Journeyman responsible for drilling/construction of well

DARRELL SAVILLE

Company Name

SAVILLE DRILLING SERVICES LTD.

Certification No

9723Q

Copy of Well report provided to owner

Date approval holder signed

2017/10/04 Yes

ig



REQUEST FOR DECISION

SUBJECT: Evergreens Foundation and Elders Lodge Report

SUBMISSION TO: REGULAR COUNCIL MEETING REVIEWED AND APPROVED FOR SUBMISSION

MEETING DATE: January 11, 2022 CAO: SW MANAGER:

DEPARTMENT: COMMUNITY SERVICES GM: MH PRESENTER: MH

STRATEGIC PLAN: Quality of Life LEG:

RELEVANT LEGISLATION:

Provincial (cite) - N/A

Council Bylaw/Policy (cite) – N/A

RECOMMENDED ACTION:

MOTION: That Council accept the Evergreens Foundation Elders Lodge Report for information, as presented.

BACKGROUND/PROPOSAL:

At the December 14, 2021, Council Meeting the following Notice of Motion resulted:

Councillor Delorme put forth a notice of motion that council direct administration to provide a detailed report regarding the funding of an Elders Lodge located by Victor Lake Coop at the January 11, 2022 Council Meeting.

Evergreens Foundation provided an update for Committee of the Whole at the September 21, 2021 meeting on the Evergreens Foundation Strategic Plan, as well as an update on the Foundation as a whole.

Evergreens Foundation has requested that Greenview provide the following suggested motion:

MOTION: That Council recognize the requisitioning authority of the Evergreens Foundation and confirm support of the Foundation's Strategic Plan and the development of new seniors' supportive housing in Wildwood and Victor Lake.

Greenview however, has provided two letters of support to Evergreens Foundation (dated: December 14, 2021), one for the Victor Lake Senior Supportive Housing project and one for the Wildwood Seniors Lodge project.

Evergreens Foundation is a non-profit housing management body that strives to provide affordable housing options for seniors, individuals, and families. Evergreens Foundation provides support to the communities of Hinton, Edson, Jasper, Grande Cache, Wildwood and Evansburg.

Evergreens Foundation, in partnership with Victor Lake Cooperative, is currently developing a 12-unit, supportive living, SL1 – SL3, Indigenous Elders Care Facility in the Victor Lake Cooperative land adjacent to

1.01.22

Grande Cache. The intent of the new Elders Lodge is to address the specific care and cultural requirements of the indigenous population in the Grande Cache area. Lack of supportive living options in the area are leaving indigenous Elders with limited choices. Often Elders have to relocate outside of the community they have resided in for decades, away from friends and family; or choose to remain at home in poor living conditions.

The design of the new facility is based on the Eden "Social Model" of care which focuses on improving the quality of life for each resident by optimizing functional independence, encouraging social interaction in a family-like group and preserving autonomy in decision making. In addition to providing supportive living for Elders the Lodge would bring additional services to the community along with potential employment opportunities. This landmark project for the Victor Lake Cooperative would be one of the few indigenous Elders Lodges in Alberta.

Evergreens Foundation intends to be operational by June 2023 and the proposed Lodge project budget is \$7,000,000.00. This budget also includes for temporary infrastructure development costs within the site if in case essential infrastructure services are not available. Currently the project budget is estimated to include a well water supply with minor treatment, pump out septic tank system and propane cylinders for heating.

Evergreens will require the support from Greenview to provide permanent infrastructure services. The infrastructure services will also be beneficial to the residents of the Victor Lake Community.

Preliminary Cost Estimate for Infrastructure Development:

Scope	Cost	Remarks
Access Road – Preparation,	\$206,000.00	Includes road profile upgrades,
grading and gravel base.		10% slope; 8m finished road
		width, 250m long.
Water Main Extension	\$552,000.00	Open cut, 1400m, connected to
		the Grande Cache municipal
		network at immediate vicinity of
		97 Avenue and 104 Street.
Sanitary Forcemain & Lift Station	\$430,000.00	Common trench, 1400m,
		connected to the Grande Cache
		municipal network at immediate
		vicinity of 97 Avenue and 104
		Street.
Repair for NW Gravel Roadway	\$327,000.00	Repair of 1400m stretch of road
		disturbed by water and sewer
		extension.
Project Management,	\$300,000.00	Estimated to be 20%.
Engineering & Testing Costs		
Contingency	\$272,250.00	Estimated to be 15%.
Total	\$2,087,250.00	Excludes taxes.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of the recommended action is that Council will have the opportunity to review and discuss the proposed Elders Lodge project in the Victor Lake Cooperative land adjacent to Grande Cache.

DISADVANTAGES OF THE RECOMMENDED ACTION:

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

ALTERNATIVES CONSIDERED:

Alternative #1: N/A

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):

- Evergreens Foundation Capital Plan Report Letter
 - o Project Profile Wildwood Seniors Lodge
 - o Project Profile Victor Lake Indigenous Elders Lodge
 - o EGF 2021 Supportive Living Strategy Update



August 19, 2021

Dear Mayor/Reeve and Council,

Re: Request for support of The Evergreens Foundation Capital Plan

BACKGROUND:

The Evergreens Foundation (EGF) is a leader in developing affordable supportive living facilities for seniors. We endeavour always to ensure our facilities have the required quality and sufficient capacity to meet the needs and demands of the growing population of seniors within the region we serve. Our newly completed facility, Parkland Lodge in Edson, and our upcoming Pine Valley Lodge in Hinton, are testaments to our commitment to meet these needs. The support we have received from our governing municipalities has enabled us to complete and deliver these projects successfully.

As the demand for affordable seniors housing rises in the region, The Evergreens Foundation has made it a priority to deliver services to underrepresented communities, where demand for housing is much higher. Identifying this need, we are in the early stages of development of projects in two locations:

- 1. Wildwood Seniors Lodge, Yellowhead County
- 2. Victor Lake Indigenous Elders Lodge, Municipal District of Greenview

Attached are brief profiles of these projects. We have engaged consultants to start initial studies and design work for the projects. We expect to commence construction on Victor Lake by Q2 2022 and expect to be ready for operation by end of 2023. RFP for prime consultants for both projects will be going out this fall.

We have already secured grant funding from agencies including Canada Mortgage and Housing Corporation and Alberta Social Housing Corporation, to commence work on these projects. These grants will partially fund the projects and the remaining costs will need to be included in our municipal annual capital requisitions as we have been doing since 2014. Currently we do not anticipate large increases to our total municipal capital requisitions. In addition, once complete, these projects will require increased operational requisitions in keeping with the established funding model of the Lodge Program.

The Board of Directors is in unanimous support of our capital plan including these projects, however consider it to be prudent best practice to update our member councils from time to time to confirm their ongoing support. Our last such update was in October 2014.

These projects will be highly beneficial for the seniors population in these communities. We are confident that all our governing municipalities and towns share our enthusiasm and commitment in ensuring that these essential services are made available throughout the region. To demonstrate that we have your support, we request that a motion be presented to your respective council indicating your commitment to providing safe and affordable housing to our senior citizens and that you are cognizant of the 'senior boom' that lies ahead.

A suggested Motion:

Recognizing the requisitioning authority of The Evergreens Foundation, we confirm our support of The Foundations Strategic Plan and support the EGF in development of new seniors' supportive housing in Wildwood and Victor Lake.

Please feel free to reach out to me if you have any questions or concerns about these projects.

Expecting your support and cooperation in these new ventures.

Respectfully,

Kristen Chambers, CAO

The Evergreens Foundation

Attachments:

- 1. Project Profile Wildwood Seniors Lodge
- 2. Project Profile Victor Lake Indigenous Elders Lodge
- 3. EGF- 2021 Supportive Living Strategy Update

CC: The Evergreens Foundation Board of Directors

The Evergreens Foundation

Wildwood Seniors Lodge



Details

Project Value: \$17 million Expected Project Completion: Q4 2023

Description

The Wildwood Seniors Lodge will be a new greenfield, supportive living wood-frame structure. The Lodge will be fitted with 45 beds to meet the current demand, but designed to comfortably house the expected additional 25 residents in future. This facility will provide much-needed accommodation space for the current aging population while accounting for the future needs of this area.

The land required for the development has been donated by Yellowhead County. The Evergreens Foundation has obtained Seed funding for \$225,000 from Canada Mortgage and Housing Corporation to begin initial studies and design services. The site investigations, functional programming and masterplanning has been completed. Currently, prime consultant procurement is in process to complete the design works and move the project to construction in early Q3 2022.

The Evergreens Foundation

Victor Lake Indigenous Elders Lodge



Details

Project Value: \$7 million **Expected Project Completion: Q3 2023**

Description

The Evergreens Foundation is currently developing a 12-unit, supportive living, indigenous elders care facility in the Victor Lake Cooperative adjacent to Grande Cache. Lack of supportive living options in the area leaving many indigenous elders with limited choices for care. Often elders have to relocate, outside of the community they have resided in for decades, away from friends and family, or choose to remain at home in poor living conditions. The intent of the new indigenous elders lodge is to address the specific care and cultural requirements of the indigenous population in the Grande Cache area. In addition to providing supportive living for elders, the lodge would bring additional services to the community, along with stable employment opportunities.

This facility will be governed and operated through a joint venture between Victor Lake Cooperative (governing partner) and The Evergreens Foundation (operating partner). The project will be delivered through a design-bid-build delivery model. The project has secured \$2.25 Million in grant funding from Alberta Social housing Corporation through the Indigenous Housing Capital Program. Currently, prime consultant procurement is in process to complete design work and move the project to construction in early Q2 2022.



The Evergreens Foundation – 2021 Supportive Living Strategy Update

PREPARED BY:

Colliers Project Leaders Advisory Services

335 8th Avenue SW, Suite 900

Calgary, AB T2P 1C9

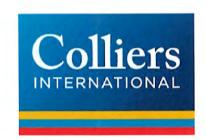
PREPARED FOR:

Evergreens Foundation

101 Athabasca Ave

Hinton, AB T7V 2A4

May 2021



1 Introduction

1.1 Background

In 2017 Evergreens Foundation (Evergreens, Foundation) undertook a comprehensive examination of operations and projected new construction needs for the communities it serves. Issued on January 27,2018 the Independent Living and Supportive Living Short Term Development and Long Term Planning Report by Colliers Project Leaders summarized Evergreen's blue-print for future capital development.

Evergreens tasked Colliers in April 2021 to provide an update for the Supportive Living Portfolio (SL Portfolio) within this initial strategic plan, the key priority focus of Evergreens Foundation.

At the time of writing this update, the Parkland Lodge project is complete, while the Pine Valley project is under construction with an anticipated opening in 2022. The Victor Lake project has received Provincial funding through the Indigenous Housing Capital Program (IHCP) and is moving forward with the objective to commence construction in 2022. With the completion of these projects, forecasted for 2024 the SL Portfolio will have a total of 345 suites, an increase of 148 suites (+75%) since the 2018 report.

The objective is to maintain a supply and demand ratio to that of 2017 and an maintain an optimal balance within membership communities, the plan has been updated. The outcome of this report is a Development and Capital Survey providing Evergreens with targets through to 2046.

1.2 Geographic Framework

As established in the 2018, this report continues to use the five distinct zones identified in the map below:

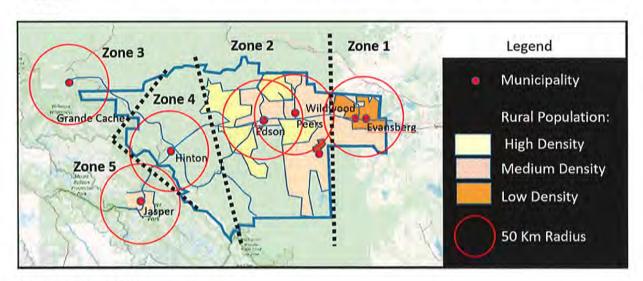


Figure 1 Zone Mapping

Supportive Living services are contained within the Foundation's membership municipalities therefore these municipalities represent the center of a catchment or 'Zone'. A radius distance of 50km between municipalities is used to help determine Zones.

When formulating a balanced plan, there may be 'back-and-forth' between Zones; such planning takes into consideration to construct of scale that garners operational efficiency, and timing of construction to ensure requirements for contributions can remain constant.

2 Current State

Development of future supportive living requirements is an organizational priority and the direct responsibility of the Board ensuring both financial and non-financial resources are in place. To meet the long-term requirements for supportive living housing current capital requisitions increased to \$5,124,000 per annum to build sufficient reserves to fund new facility requirements.

Evergreens is also reliant on annual contributions from its partners to ensure operational sustainability, therefore approved projects will also require increased annual contributions following the commissioning of each planned facility.

The percentage impact of new projects on contribution requirements are inconsistent as they vary by project scale, and contribution to the overall portfolio. Based on the proposed plan in 2018 the following new construction is in progress.

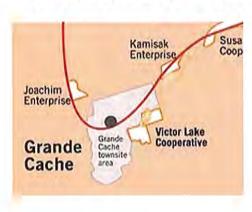
2.1 Pine Valley Lodge, Hinton



Pine Valley signals the first major step at addressing the forecasted capacity gap. Evergreens successfully took advantage of CMHC affordable housing programs to secure financing for this 100-suite lodge.

This lodge also brings a shift in the current supportive living model, by moving into mixed market rental configurations for the economic sustainment of the building facility. The Lodge is forecasted to start moving in residents in August 2022.

2.2 Victor Lake Addition, Victor Lake



With this 12-unit development, development Evergreens is embracing opportunities through adapting its model to accommodate unique cultural attributes of a community it serves.

Significant work to date has realized a \$2.25 M contribution to the project from the province; Evergreens Foundation continues to pursue other contributions through the CMHC affordable housing program. Final contributions from Evergreens' Capital Reserves are to be determined.

3 Underlying Assumptions for 2021 Update

As with any forward-looking statements, it is critical to understand the underlying assumptions which contribute to the results and provide the basis of recommendations. The sections below describe these assumptions.

3.1 Population and Growth Assumptions

The population and growth model has not changed from the 2018 report due to insufficient current data and lack of comparative data available. With the onset of the pandemic in March 2020, short time-frame statistics are at high risk of not being representative of future trends in population grown and demographic shifts. In addition, in May 2021 Statistics Canada will undertake their next comprehensive national census that provides the next appropriate data point comparison as the 2018 report relied on the Statistics Canada 2016 national census data. For this reason, the population and demographic related assumptions remain the same in this update.

Further caution regarding any perceived fundamental shifts in policy and market preferences, emerging risks due to the pandemic are not factored into the updated analysis. It is the author's view that formulating and applying such assumptions is too speculative to provide value to decision making. Post pandemic, the Board may further consider material shifts and risks, should they arise, and the impact on the Supportive Living portfolio at that time.

3.2 Recap Population and Demand Projections

In 2018 the Board recognized the supply projections outlined below and concluded each planned project should try to exceed the future targeted requirements as it was deemed current supply and demand have not sufficiently addressed need in their communities.

SL Sup	oply Project	ions		
	75+ Population	5 year Growth	Total Growth	Projected SL Housing needs (Current Supply)
2016	2,323		4	197
2021	2,948	27%	27%	250
2026	3,909	33%	68%	316
2031	5,151	32%	122%	415
2036	6,768	31%	191%	538
2041	7,813	15%	236%	646
2046	7,872	1%	239%	701

Figure 2 Population Growth and Supportive Living supply requirements¹

Supply and Demand based on 2016 Census Data

3.2 Capital Model Assumptions

Intrinsic to any long-term planning model, economic and key financial metrics have a profound impact on outcomes. Assumptions held constant over many years, such as inflation and borrowing rates are based on variables as understood today. The reader is cautioned while evaluating this information as these variables are subject to change over time, thus impacting model performance. The discussion below highlights the most significant of these assumptions.

- Inflation is held constant at 2.0% conforming with the current Bank of Canada target inflation rate as published on their website.2 Currently there is considerable public of discussion and speculation that inflation will rise beyond this target.
- All annual loan payments (both interest and principal paid back portions) are paid from the Capital Reserve fund, this includes the current Pine Valley Lodge loan and any forecasted loans for proposed new construction.
- The current CMHC co-investment loan (Pine Valley Lodge) assumes an amortization period of 40 years and an annual interest rate of 3%, with monthly payments (12) for the duration of the forecast to 2046.
- The CMHC loan for Pine Valley has a duration of 10 years at which time it will be "re-mortgaged" possibly with a new interest rate and amortization period. Such a change may have considerable impact on the reserves, for better or worse, depending on market conditions.
- The Pine Valley project capital costs will remain constant to that utilized wit the CMHC submission for funding projecting total cost at \$35.3 M, (not including land, including contingency and financing costs)
- CMHC has granted Evergreens' loan forgiveness of \$1.8M paid annually for 10 years. These payments are not applied against operating deficits, but directly to offset CMHC loan payments paid from the Capital Reserve fund.
- With respect to the Victor Lake addition project, the model assumes in addition to committed Provincial funding of \$2.25M, an additional \$2M will be funded through as yet unidentified grant funding programs with the remaining \$2M in funding provided through Evergreens' Capital Reserve fund. Evergreens ultimately may inject more than \$2M from their Capital Reserve or requisition to see this project to completion.
- New capital projects are assumed to be constructed over 2.5 years, irrespective of project size or location; and use an even flow of capital, both these elements may vary, thus impact Capital Reserve balances.
- > Forecasted project costing is based on a pro-rated suite cost of the Pine Valley project currently under construction, then indexed for inflation to the forecasted year of construction. Construction costs while subject to inflation, are also subject to market forces of supply and demand. Such forces are not speculated on in this analysis.

² BoC inflation rate target: Inflation - Bank of Canada

- New build project budgets make no provision for land acquisition; it is assumed land is secured at no cost to the Capital Reserve.
- Leveraged financing of all new construction projects is assumed at the same ratio as the current CMHC loan, that is Evergreens will contribute 60% of each new construction project cost with the remaining 40% financed.
- Annual Municipal contributions of \$5,124,000 (reported in 2019 audited financial statements) are held constant for the duration of the model (to 2046) and are not indexed for inflation. Further the annual capital requisition is allocated for new construction only; it excludes capital provisions major renovations (refreshing) of existing facilities.
- ➤ Interest accrued to the Evergreens Capital Reserve fund is assessed on the calculated capital reserve balance after all obligations are paid, but before the annual municipal contribution is added. The fund interest calculation also assumes obligations are paid at the beginning of the year, with interest calculated on the remaining balance.
- > The interest rate used to assess interest income is 1.5% which is higher than the current range of 0.045% to 1.00% for GIC investments.
- It is assumed that capital reserves will be utilized only for new projects and not major renovations or refreshments of existing properties.
- The model does not assume replacement of any existing properties, only net-new brought on-line contributing to the overall unit count.

3.4 Operating Model Assumptions

The operating pro forma is not a financial reporting statement and therefore will not be directly comparable to Evergreens annual audited financial statements. Noncash items such as amortization are not included as the assessment is to forecast the ability of the SL Portfolio to generate sufficient cash revenue to build new suites and cover operating expenses. Due to the forward-looking nature of a forecast, the following assumptions are outlined to assist the reader in evaluating the work and understanding inherent risks of the forecast and observations.

- New project construction assumes the first six months of opening earn no material revenue as the facility ramps up to full occupancy. At the beginning of the following year, a full year of full occupancy revenue is calculated (and every year thereafter).
- The Pine Valley Lodge project moves the SL Portfolio into a mixed model of Rent-Geared-to-Income and affordable housing suites under one roof. This is a departure from the current lodge model, therefore revenue for new projects assumes this mixed-use model as the basis for revenue projections of newly constructed facilities, indexed for inflation. The existing suites (232) retain the current revenue model, indexed for inflation.
- Rent revenue for the existing rent model is calculated on a simple pro rata formula of 2019 Lodge Rent divided by number of lodge suites.

- The supportive living mixed model is calculated on a base rental charge plus monthly service fee. Each suite category (bachelor/ 1 bedroom/ 2 bedroom) is then assigned an occupancy percentage which forms projected revenues for new construction. The cost basis for this model is the submitted CMHC pro forma income statement for the Pine Valley Project.
- Interest earned on donations and short-term investments utilizing idle cash are held at a constant \$20,000 per annum for the duration of the model (2046).
- Annual operating requisitions from member municipalities increase at an average rate with each additional suite coming into operation. As with rent revenue calculations, municipal requisition contributions are not increased in the year of project completion, but the following year to account for scaling up of the new suites. Municipal operating requisitions are not indexed for inflation.
- The Provincial Lodge Assistance Program (LAP) funding is calculated as a simple pro-ration using the 2019 audited financial statements (Lodge stream) and indexed for inflation. New suites added are subject to 60% inclusion for LAP funding.
- In 2019 additional capital maintenance funding was received and recorded in the Grants funding for the SL Portfolio. No provision or assumptions are made for this type of provincial funding to continue.
- > All other revenue categories are calculated based on a simple pro-ration of 2019 audited financial statement revenues (Lodge stream) divided by total lodge suites.
- Likewise, expenses are also based on a pro-ration of the corresponding line item in the 2019 audited financial statements divided by total lodge suites, then indexed for inflation. Some expense categories were modified as the incremental increase in expense is less than one unit of average cost. Explanations of each assumption are described below.
- Maintenance expense in the early stages of a building life cycle is well below the average cost of maintenance per existing suite. Therefore, in the first 10 years, new construction maintenance expense is recorded at 50% of average cost, then increases to full average cost in year 11 and thereafter. All maintenance expense is indexed for inflation.
- Administration expense does not increase at an average cost unit per new suite; it is anticipated that some economies are realized as administrative cost for centralized functions (i.e. payroll, management, etc.) remains relatively constant. Administrative expense is estimated to increase by 15% for each new project brought into service, indexed for inflation.
- Utilities are assumed to increase at the 2019 audited financial statement average cost, indexed for inflation. No estimation for the impacts of the proposed carbon tax is assumed. It is also assumed that with the installation of more energy efficient utility systems in the new buildings, efficiencies realized will offset carbon tax price increases.

4 Outcomes

4.1 Capital Spending

The report issued in 2018 recommended that capital requisitions be adjusted to \$6,000,000 to meet the long term development objectives. Current annual capital requisitions are approved at \$5,124,000

Based on current capital requisitions, Evergreens will be able to construct planned new construction for current projects and two additional forecasted developments, 100 suites for Zone 1 and 120 suites for Zone 2 while meeting forecasted demand. However, the Capital Reserve will then be depleted with no capacity to pursue forecasted new construction in Zones' 1 and 4 in 2040.

Adding an additional \$250k per year in 2030 (total requisition \$5,374,000), assume modest interest (1.5%) earned on the Capital Reserve balances and assuming continued favorable financing terms (3%), the whole new construction forecast should be achievable, leaving a 2045 Capital Reserve balance of approximately 25% of its current value. The difference in contribution targets from the report issued form 2018 and this strategy update is the realization of significant equity contributions through the CMHC Co-Investment program for Pine Valley, and assumption that similar contributions will be realized for future projects. Historically the province has also provided capital grants for major renovations and upgrades for aging facilities and any requirements of existing facilities have not been included in the as part of the capital contribution forecast.

Further to observations related to CMHC Co-Investment, schedules were adjusted to advance the project schedule for the 100 suite Zone 1 to 2026 to take financial advantage of the before it is retired. Similarly, it is assumed, no other capital requirements such as major renovations for existing facilities will be drawn from this reserve.

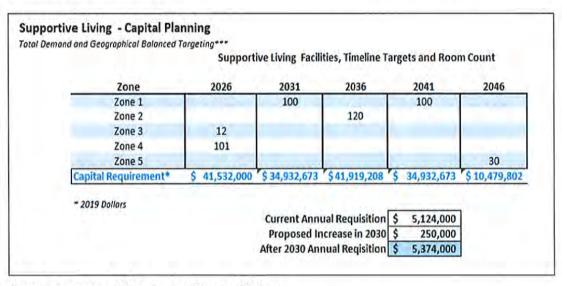


Figure 3 Supportive Living Capital Planning Update

Assuming Evergreens would still be able to secure financing at 3%, but CHMC program grants and loan forgiveness may not be available on projects confirmed after 2030, Evergreens still could achieve the forecasted new construction program, but in 2045 the Capital Reserve would require full

replenishing. In this scenario, a capital reserve increase of \$500,000 per annum should be added to the existing capital requisition in 2030.

A graphical look at the capital cash outflows for new construction in relation to newly constructed suites and loan servicing (mortgage payments) is shown in the graph below:

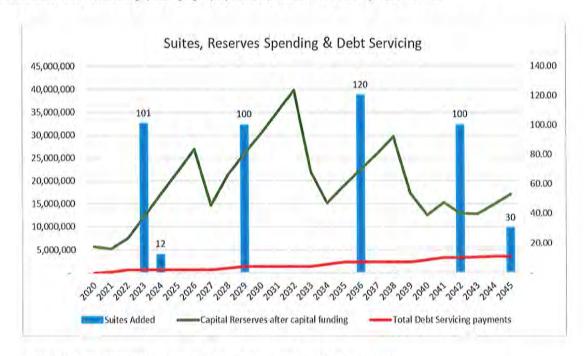


Figure 4 New Construction Suites, Capital Funding and Debt Servicing

Timing of the projects has taken into consideration for debt and equity management in addition to demand projections.

Capital Reserves are graphed using end of year balances, therefore spending on the current Pine Valley project is already deducted and lowers the 2020 data point. Important to note the effect of incremental debt servicing as progressive projects are completed on the overall maintenance of Capital Reserve balances. In addition, debt servicing does not include the residual loans outstanding, and while diminishing through annual payments will still be significant in 2046 once all forecasted new construction projects are completed.

While Evergreens may consider (a) increased up-front equity or (b) shorter amortization periods / increasing debt servicing requirements, Evergreens will not be able to meet the long term development schedule objectives without increasing current and projected capital contribution requirements. (see figure 3).

A key debt mitigation strategy for Evergreens will be the identification and attainment of grant funding and other favorable arrangements that lower overall capital spending exposure by the organization. To the extent that Evergreens is successful in this endeavour, the direct risk to member municipalities to make up for capital spending gaps is mitigated. Bluntly, for every dollar Evergreens secures through grants, donations or other non-debt financing avenues, is a direct reduction to member municipalities risk.

Though achieving the planned new construction forecast, Evergreens will be positioned to serve its member communities, anticipating the demographic shift, population shift and market demand within each zone.

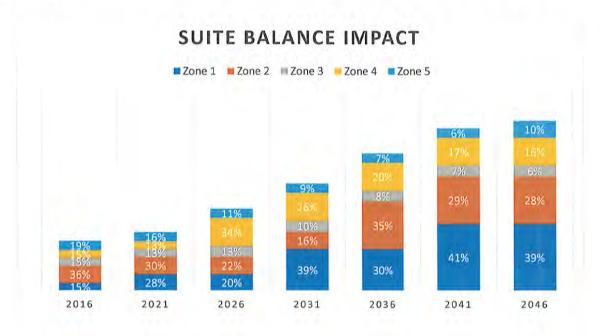


Figure 5 Balanced Distribution Plan for the SL Portfolio

As new construction progresses, the portfolio is maintained within a reasonable range of the optimal SL portfolio distribution.

Zone 1	Zone 2 Zone 3 Zone		Zone 4	Zone 5
39%	28%	7%	19%	8%

Figure 6 Table of Optimal Suite Distribution based on Population, SL Portfolio

4.2 Operational Impact

The sustainability of supportive seniors living environments will remain an ongoing challenge for governments and the housing management bodies performing the work. Further operating vulnerabilities will persist particularly within rent-geared-to-income categories relative to increasing costs to deliver quality service.

With the shifting to a mixed rental model containing 30% rent-geared-to-income and 70% affordable, new projects mitigate to a certain extent Evergreens' inherent revenue risk in serving member communities low-income seniors. The affordable rents contribute a greater proportion of rent over the traditional lodge model adding to the independent sustainability of each new building.

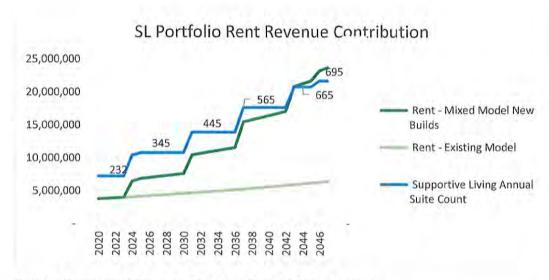


Figure 7 Stacked Line Graph of Rent Model Contribution to Revenue

Notwithstanding an improved rental model, member municipalities operating requisitions will continue to increase in order to keep the SL Portfolio operating sustainably; however, these increases will escalate minimally in per suite cost. With the addition of new suites to support, significant increases can be anticipated as they come into operation. The table below provides a snapshot of municipal operating requirements:

		Sup	portive Livin	g Fa	cilities Timel	ine	Targets and	Roc	om Count		
Operating Year	2021		2023		2030		2036		2042		2045
Zone 1	-		124		100				100		
Zone 2					- "		120				
Zone 3			12								
Zone 4			101								
Zone 5											30
Total SL Units	232		345	-	445	1	565		665		695
Annual Contribution per Unit (inflation and efficiency adjusted	\$ 13,557	\$	14,000	\$	14,200	\$	14,100	\$	14,400	\$	14,600
Estimated Annual Municipal Contribution	\$ 3,145,154	\$	4,830,000	\$	6,319,000	\$	7,966,500	\$	9,576,000	\$	10,147,000
Assumptions: 1. 100% of current operational funding is required to sustain suppor 2. All other revenue contributions remain stable and adjust for inflai							The state of the		Contribution Contribution	-	3,145,15 1,13

Figure 8 Supportive Living Projected Municipal Operating Requirements

Future municipal operating requisitions were determined through scenario testing to cover operating expense as forecast and generate modest surpluses of approximately \$250,000 on average. On a per suite basis, the municipal requisition remains relatively constant and unaffected by inflation with the SL Portfolio gaining efficiency. Requisition increased occur due to a larger SL Portfolio being serviced.

Over the 25-year pro forma (2020 – 2046), the average municipal operating requisition per suite is \$1,450 per month; this is an increase of \$50 per month from the current monthly average per suite funding cost of \$1,130. Giving consideration to inflation, and the 25-year forecast the incremental average increase is minimal.

5 Other Planning Influences

Currently the Meridian Housing Foundation is pursuing the development of a Supportive Living complex in Spruce Grove AB. This project, similar to that of Pine Valley, has the potential to influence the current Zoning plan and balance growth.

Removing the relative population influence of Parkland County (west of Wabanum Lake) could shift the recommendation of the next project from Zone 1 to Zone 3. It does not however materially influence the overall build scale recommended as it is expected demand will exceed supply, and each project should be built of scale to be operationally efficient.

Revised targets by zone based on removal of Parkland County Population Influence:

Supportive Liv	ving Faci	lities Time	line Targe	ts and Ro	om Count	
Operating Year	2021	2023	2030	2036	2042	2045
Zone 1				120		
Zone 2			100		100	
Zone 3		12	100			
Zone 4		101				
Zone 5						30
Total SL Units	232	345	445	565	665	695

Figure 9 Adjusted Development Pattern by Zone (removing Parkland population influence)

Recognize the cost of construction materials is currently exceeding that of general inflation. The strategic capital plan is contingent on construction costs remaining reasonable over the next 25 years relative to inflation. Construction cost assumptions are based on the current quality of build by that of the Pine Valley project.

6 Observations and Considerations

The forecasted construction plan for the SL Portfolio is achievable with the Evergreens Board and member municipalities remaining committed to current capital reserve requisition levels and reasonable forecasted increase (5%) in 2030. The Board must also recognize that operational sustainment commitments will be ongoing and increase as new projects are operationalized.

To mitigate the financial risk assumed by Evergreens and member municipalities through debt financing of 40% of all new construction is the successful application for grant funding programs with all three levels of government and exploring other options for equity contributions as they may arise.

A key assumption in the operating proforma is the success of the mixed rental model between rentgeared-to-income and affordable rental suites. The success of this model has a direct impact on municipal operating requisitions required to sustain Evergreens SL Portfolio.

The affordable housing mandate, announced in 2016 by the federal government is scheduled to remain in place for 10 years. Evergreens is to remain aware that current programs offered within that mandate are subject to change.

It is recommended to advance the next major project of 100 units secure funding as early as possible and be ready to commence construction commence construction by 2026 to meet the known current expiry or before current CMHC co-investments funds are fully committed to other projects.

Evergreens must also be mindful of the current reviews underway on affordable housing and continuing care programs by the Alberta Government. Current reviews underway are a result of the Final report issued in Dec 11, 2020 by the Alberta Affordable Housing Review Panel.³

³ Final Report of the Alberta Affordable Housing Review Panel https://open.alberta.ca/publications/final-report-of-alberta-affordable-housing-review-panel







Infrastructure Development

Victor Lake Elders Lodge

September 14, 2021 P0302-56873902-63 (2.0)

Background

The Evergreens Foundation is a non-profit housing management body that strives to continually provide affordable housing options for seniors, individuals, and families. For over fifty years they have provided support to the communities of Hinton, Edson, Jasper, Grande Cache, Wildwood, and Evansburg.

Evergreens Foundation, in partnership with Victor Lake Cooperative, is currently developing a 12-unit, supportive living, SL1- SL3, Indigenous Elders Care Facility in the Victor Lake Cooperative land adjacent to Grande Cache. The intent of the new Elders Lodge is to address the specific care and cultural requirements of the indigenous population in the Grande Cache area. Lack of supportive living options in the area are leaving many Indigenous Elders with limited choices. Often Elders have to relocate outside of the community they have resided in for decades, away from friends and family; or choose to remain at home in poor living conditions.

The design of the new facility is based on the Eden "Social Model" of care which focuses on improving the quality of life for each resident by optimizing functional independence, encouraging social interaction in a family-like group and preserving autonomy in decision making. In addition to providing supportive living for Elders the Lodge would bring additional services to the community along with potential employment opportunities. Being one of the few Indigenous Elders Lodges in Alberta will make this project a landmark for the Victor Lake Cooperative and Grande Cache.

The Challenge

Though the land for the project was provided by Victor Lake Cooperative, due to its remote location, there are no infrastructure services to support the proposed building at this location. Currently the Victor Lake Cooperative residents only have a power supply network. Evergreens Foundation and Victor Lake Cooperative is taking measures to develop temporary infrastructure services to support the facility. But this comes with higher operating costs and maintenance challenges, which is not suitable for the long-term sustainability of the project.

This project as well as Victor Lake Cooperative, requires the support from Municipal District of Greenview to develop the infrastructure towards the project, which could also, in future, be extended to the Victor Lake Cooperative for the benefit of the community who resides there.

Colliers Project Leaders, in consultation with Riddell Kurczaba Architects and Al Terra Engineering Ltd, prepared this report to summarize a strategy to develop the infrastructure support system, in and around the project location. The report also includes an estimate on the costs involved in developing these support systems. MD Greenview's support in funding these developments would bring greater certainty to the success of the project as well as provide the much-needed support to the community that has been living without access to these necessary infrastructure services.

Proposed Lodge Project Schedule

The lodge project intends to be operational by June 2023. Below are the major milestones for this project. This gives sufficient time for MD Greenview to mobilise resources to develop the infrastructure around this site, also catering to the Victor Lake Community.

Milestone	Scheduled Date
Completion of Design works	Mid-January 2022
Tender Project	February 2022
Contract Award	End of April 2022
Contractor Mobilization Starts	May 2022
Substantial Completion	May 2023
Commencement of operations	June 2023

Proposed Lodge Project Budget

The Victor Lake Elders Lodge project budget is estimated to be \$7,000,000; allocated as follows:

Scope	Cost
Soft Costs	\$1,200,000
Construction Building Cost	\$4,300,000
Construction Infrastructure Cost	\$1,500,000
Total	\$7,000,000

This budget also includes for temporary infrastructure development costs within the site if in case essential infrastructure services are not available. Currently the project budget is estimated to include for a well water supply with minor treatment, pump out septic tank system and propane cylinders for heating.

These infrastructure provisions add onto the operating costs for the project and also pose long term maintenance challenges.

Infrastructure Development Strategy

The infrastructure development strategy for the project revolves around the assumption that the easiest way to tie-in to the Town's infrastructure network would be from the corner of 97 Avenue and 104 Street. There is currently a steep gravel road that extends to the Fireman's Pit adjacent to the Victor Lake Cooperative. Though not to be used as access to the facility this road can be used to bring in buried utilities such as water and sewer lines to the proposed lodge.

For access, the project will require a road from the Victor Lake road that connects to the highway. Due to the geometry and level difference presented by the site, approximately 250m long access road will need to be constructed. This road could be of gravel surface for the time being and paved in future when Victor Lake road will be paved.

There are several variables that will need to be defined by the MD of Greenview to appropriately scope the scale of development. These variables can be further defined in a detailed engineering study once MD Greenview is ready to commit funds for this development.



Page 3

Road Upgrades

To develop an access road, suitable for emergency services and occasional heavy vehicle traffic that would service the lodge, these assumptions are carried to estimate the cost of works involved.

- To prepare an 8.0m wide gravel surface. Resulting subgrade width of 11.0m. Placeholder structure of 300mm GBC is carried.
- No provision for paving.
- Formalize minor ditch network to direct drainage.
- Back-sloping is expected to be steep in localized areas.
- Geometric improvements are mainly needed to address steep sections of roadway. The total length is roughly 250 metres and vertical change of 18 metres, which nets an overall slope of 7.2%. Provision for a moderate grading exercise is carried, including tree clearing.

Water Main Extension

Water main extension is proposed to provide potable water to the lodge. This extension can also serve the Victor Lake residents who currently do not have access to treated water. We are not anticipating the use of this water supply to meet the fire fighting needs, as the supply flow rate may not be sufficient for the intended purpose. The fire fighting requirements of the project can be met with untreated well water. But if during the detailed engineering, sufficient pressure is found to the available, this extension will be beneficial for this purpose also.

- Approximately 1400 metres of water main, assuming a tie-in is readily available at 97 Avenue and 104 Street.
- Cost estimate carries assumption for a 100mm water main constructed by open trench. Costs to restore the gravel roadway will be an additional cost.
- Detailed geotechnical analysis is required to determine if the water main may be constructed by direction drilling. This cost efficiency may be realized during detailed design and would be significant (possibly a 50% reduction). This would depend on frequency of boulders, cobbles and bedrock and the detailed alignment and profile of the road.
- Hydraulic modelling would be required to determine size and capacity of water main to supply fire fighting water supply.
- As a temporary solution, the lodge currently is contemplating a draft type fire suppression system (upstand and cistern), water well and minor water treatment system for potable water. The building would be non-sprinklered.

Sanitary Sewer Forced Main

Sanitary waste disposal for the lodge would involve a significant operating expense and maintenance challenges if it is not connected to a municipal network. Based on the sanitary load calculations estimated for the facility, it will be required to clean out the facility more than 87 times a year using trucks. This becomes challenging considering the remote location, access to site and winter conditions. A sanitary sewer forced main connecting to the network on 97Ave is proposed to resolve these challenges.

- Approximately 1400 metres of sanitary sewer main, assuming a tie-in is readily available at 97
 Avenue and 104 Street.
- Approximately 90 metres of vertical lift, with provision for a STEP system (septic tank effluent pump). Septic solids would still need to be transported by truck on an as-needed basis.
- To be placed in common trench with the water main extension. Proximity and alignment would be subject to Alberta Environment approval.

Natural Gas Main Extension

Though excluded from the estimate, the supply of natural gas to site will have huge impact to the heating requirements of the project. The extension of natural gas network would also benefit the community who is currently relying on firewood and propane cylinders to meet the heating requirements. As there are proposed projects to expand the gas network to meet the needs of industries near the Victor Lake Cooperative, an extension of gas line to the site will be cost efficient and sustainable for the whole community. MD Greenview's influence with relevant stakeholders will greatly benefit the project, by providing the much-needed energy requirements for the whole community.

Preliminary Cost Estimate for Infrastructure Development

Based on the abovementioned scope and assumptions a preliminary cost estimate was developed to understand the costs involved in this development.

Scope	Cost	Remarks
Access Road- Preparation, grading and gravel base	\$206,000	Includes road profile upgrades, 10% slope; 8m finished road width, 250m long
Water Main Extension	\$552,000	Open cut, 1400m, connected to the Grande Cache municipal network at immediate vicinity of 97 Avenue and 104 Street.
Sanitary Forcemain & Lift Station	\$430,000	Common trench, 1400m, connected to the Grande Cache municipal network at immediate vicinity of 97 Avenue and 104 Street.
Repair for NW Gravel Roadway	\$327,000	Repair of 1400m stretch of road disturbed by water and sewer extension.
Project Management, Engineering & Testing Costs	\$300,000	Estimated to be 20%
Contingency	\$272,250	Estimated to be 15%
Total	\$2,087,250	Excludes taxes

Due to the variability of the scope, we highlight that there may be significant variations from this estimate. Key factors include the mandate from the MD of Greenview for the level of service for the road design and improvements through detailed design based on availability of detailed background documents. It is possible that the estimate could increase by an additional 30% or reduce by upwards of 50%.

Conclusion

This report intends to provide an insight into the intended development required, to not only bring services to the project site, but also to be beneficial to the residents of the Victor Lake Community. These residents were living without access to essential municipal services for a long time. The commitment from MD Greenview to develop these services will greatly benefit this community and assure long term sustainability of the lodge project.



REQUEST FOR DECISION

SUBJECT: Greenview Industrial Gateway Land Purchase

SUBMISSION TO: Regular Council Meeting REVIEWED AND APPROVED FOR SUBMISSION

MEETING DATE: January 11, 2022 CAO: SW MANAGER: DEPARTMENT: CAO SERVICES GM: PRESENTER: KR

STRATEGIC PLAN: Development LEG:

RELEVANT LEGISLATION:

Provincial (cite) – N/A

Council Bylaw/Policy (cite) – N/A

RECOMMENDED ACTION:

MOTION: That Council approve the land purchase of 1,943.28 acres, all located within Township 67, Range 5, W6M and includes lands within N ½ Section 10, NW ¼ Section 11, S ½ Section 14, all Section 15, E ½ Section 16, E ½ Section 21, all Section 22, W ½ Section 23, W ½ Section 27, SW ¼ Sec 34, for the Greenview Industrial Gateway project as per the appraised assessment value per acre established by the Province of Alberta, with an upset limit of \$3,000,000.00, with funds to come from the Economic Development Reserve.

BACKGROUND/PROPOSAL:

The Province of Alberta has conducted an appraisal of the lands required for the Greenview Industrial Gateway project. Greenview will be required to purchase the above noted properties at the established valuation per acre. Administration is recommending that Council proceed with the purchase of the 1,943.28 acres at the established cost per acre provided by the Province of Alberta.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of the recommended motion is that Administration will be authorized to proceed with purchasing the required lands for the Gateway project.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. There are no disadvantages to the recommended motion.

ALTERNATIVES CONSIDERED:

Alternative #1: Council has the alternative to alter or deny the recommended motion.

FINANCIAL IMPLICATION:

The financial implications as per the Greenview Industrial Gateway Budget.

21.01.22

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

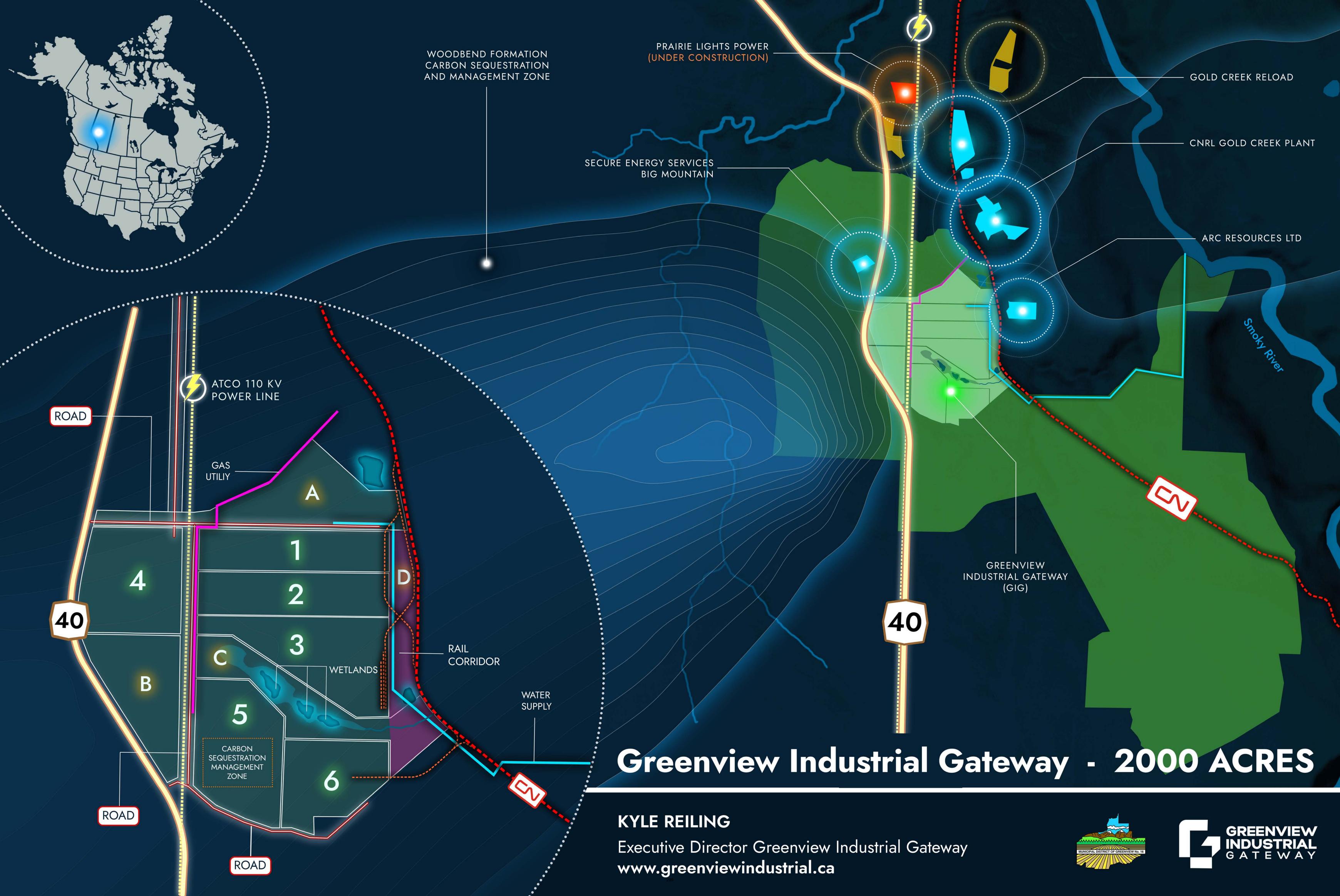
Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Administration will follow up with the land purchase in accordance with the decision made by Council.

ATTACHMENT(S):

N/A





REQUEST FOR DECISION

SUBJECT: Canadian Hydrogen Convention – Sponsorship

SUBMISSION TO: Regular Council Meeting REVIEWED AND APPROVED FOR SUBMISSION

MEETING DATE: January 11, 2022 CAO: MANAGER:
DEPARTMENT: CAO SERVICES GM: PRESENTER: KR

STRATEGIC PLAN: Development LEG:

RELEVANT LEGISLATION:

Provincial (cite) – N/A

Council Bylaw/Policy (cite) - N/A

RECOMMENDED ACTION:

MOTION: That Council approve sponsorship in the amount of \$22,374.00 plus GST for the Canadian Hydrogen Convention, April 26 – 28th, 2022 in Edmonton, Alberta, with funds to come from the Greenview Industrial Gateway.

BACKGROUND/PROPOSAL:

Canada is playing a critical role in the development of the global hydrogen economy with innovators in production processes and pioneers in fuel cell technology. An inaugural Canadian Hydrogen Convention is scheduled to demonstrate Canada's leadership in hydrogen, April 26 – 28th, 2022 in Edmonton with approximately 500 delegates expected to be in attendance.

As the world pushes to decarbonize and countries navigate through the energy transition, traditional carbon emitting energy sources will soon electrify with low carbon fuels expected to provide up to 60 per cent of the world's energy needs. As the largest event in Canada showcasing hydrogen as a key enabler to reach net-zero emissions by 2050, the Canadian Hydrogen Convention will position Canada as a global hydrogen superpower.

A proposal has been presented for Greenview to be an Associate Sponsor at the Canadian Hydrogen Convention. The following is the exhibition and sponsorship investment summary:

- CHC 2022 Exhibition Space:
 - o 10'x20' (200 sf) Indoor space placement near TC Energy.
 - o Reserved meeting room space for further meetings, discussions, and hosting.
- CHC 2022 Sponsorship Activation: Associate Level
 - Brochure Seat Drop

21.01.22

 Day 2 Speaking Opportunity – 15 Minute Announcement Slot on the Main Stage: Overview of Greenview Industrial Gateway

o Branding & Networking: Associate Level

- Includes 2 Delegate Passes, Collateral Branding, Digital Branding, Onsite Branding
- First right of refusal for Canadian Hydrogen Convention 2023. Exhibition space is obligatory for CHC sponsors.

Administration recommends Greenview's participation in this conference as it will provide an opportunity to showcase the Greenview Industrial Gateway project.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of the recommended motion is the sponsorship will result in participation and showcasing of the Greenview Industrial Gateway project at an important pivotal world-class event.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. There are no disadvantages to the recommended motion.

ALTERNATIVES CONSIDERED:

Alternative #1: The Committee has the alternative to alter or deny the recommended motion.

FINANCIAL IMPLICATION:

\$22,000.00 + \$195 Marketing Fee + \$179 Insurance = \$22,374.00 plus GST from the Greenview Industrial Gateway.

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 follow-up with the sponsorship in accordance with Council's decision

ATTACHMENT(S):

• Event Proposal



Proposal prepared for



Canadian Hydrogen Convention 2022
April 26-28, 2022
Edmonton, Alberta
Edmonton Convention Centre

Prepared by:

Sanjay Prasad Key Account Sales Manager dmg events 403-560-0518 sanjayprasad@dmgevents.com







INTRODUCTION

Canada is playing a critical role in the development of the global hydrogen economy with innovators in production processes and pioneers in fuel cell technology. To demonstrate Canada's leadership in hydrogen, the Canadian Hydrogen Convention will launch its inaugural event in April 2022 in Edmonton, Alberta.

As the world pushes to decarbonize and countries navigate through the energy transition, traditional carbon-emitting energy sources will soon electrify - with low-carbon fuels expected to provide up to 60 per cent of the world's energy needs. As the largest event in Canada showcasing hydrogen as a key enabler to reach net-zero emissions by 2050, the Canadian Hydrogen Convention will position Canada as a global hydrogen superpower.

At Canadian Hydrogen Convention we are committed to recognize innovation as part of the overall conversation to creating a sustainable energy future for generations to come.

This proposal will designate the Municipal District of Greenview as an Associate Sponsor at the Canadian Hydrogen Convention.



Exhibition & Sponsorship Investment

Exhibition & Sponsorship Investment Summary

- o CHC 2022 Exhibition Space:
 - 10'x20' (200 sf) Indoor space (\$44.00 CDN/sq.ft) Value of \$8,800*
 - Space only.
- CHC 2022 Sponsorship Activation: Associate Level
 - Brochure Seat Drop
 - Day 2 Speaking Opportunity 15 minute Announcement slot
- o Branding & Networking: Associate Level
 - Includes Delegate Passes, Collateral Branding, Digital Branding, Onsite Branding
- o First right of refusal for Canadian Hydrogen Convention 2023.
- Exhibition space is obligatory for CHC sponsors.

If bought individually: \$23,800.00 CDN* Extended offer: **\$22,00.00 CDN**

*Price does not include applicable Event Marketing Fee (\$195), Insurance (\$179) & taxes (5%)



1) CHC 2022: Exhibition Space

Municipal District of Greenview is invited to host a prime location on Canadian Hydrogen Convention (CHC) floor plan. Event floor space is critical for success with targeted communication and product launches. CHC represents an excellent platform for Municipal District of Greenview to promote and deliver its message.

Booth: 510 - 10'x20' (200 sf) Indoor space (marked below)

Price: \$44.00/sf x 200sf = \$8,800*

*Price does not include applicable Event Marketing Fee (\$195), Insurance (\$179) & taxes (5%)

- Space only.
- Customer is responsible for booth graphic design, artwork, and all operational orders.







dmg events #1510 — 140 10 Avenue SE Calgary, Alberta, T2G oR1 GST Number: 893795872 RT0001

2) CHC 2022 Sponsorship Activation: Associate Level

Brochure Seat Drop

- Partner will provide their own collateral/brochure for distribution on all seats available during the opening of Day 2 conference.
- Minimum seats will be 200.

CHC Day 2 – Speaking Opportunity:

• The opportunity to make a strategic announcement about your organization and partners to the strategic conference delegates and industry partners during the CHC conference. (up to 15 minutes)

3) Branding & Advertising: Associate Level

Passes

- Two (2) Delegate Passes for Conference.
 - o 5% discount on each additional conference pass.

Collateral Branding

- Organization logo featured in the event overview.
- Profile features in Official Conference Program and Official Show Guide (digital and/or print).
 - o 50 words maximum.
 - o To be supplied by sponsor.
- Logo featured in Official Conference Program (digital and/or print).
- Logo featured in Official Show Guide (digital and/or print).

Digital Branding

- Organization logo and hyperlink featured on official Sponsor web page.
- Organization profile and hyperlink featured on Sponsor web page.
 - o 50 words maximum.
 - o To be supplied by sponsor.
- Logo recognition on selected newsletters and email campaign.
- Logo recognition on select social media posts (including LinkedIn, Facebook, Instagram, and Twitter) featuring logo/sponsor "Thank you".

Onsite

Organization logo featured on "Thank You to our Sponsors" banner (in order of sponsorship level).





MUNICIPAL DISTRICT OF GREENVIEW No. 16

Manager's Report

Function: Protective Services

Submitted by: CAO, Stacey Wabick

Date: 1/11/2022

Greenview Fire-Rescue Services (GFRS)

Reported by: Regional Fire Chief, Wayne Brown

Administration:

Regional Fire Chief will be preparing a comprehensive 2021 annual report that will be available for viewing at the end of January 2022.

Emergency Operation Centre (EOC) planning and setup session was completed December 9, 2021, that involved Greenview and AG & Forestry (AF) personnel. The session was extremely valuable, it identified gaps in the process, such as IT setup issues, and allowed for networking and discussion of activities that will need to be coordinated during an event. This session is the prelude to a Grande Cache Wildfire Tabletop exercise in early February 2022.

Representatives of GFRS, the County of Grande Prairie Fire Service, and the GP Fire Department (now a partner) met to discuss plans and details for the Class 'B' Training unit. The next steps will be joint preparation of the Request for Proposal (RFP).

Fire Stations update:

Station 31 DeBolt responded to 10 incidents in December. Of the 10 incidents, 1 was a Smoke Investigation, 1 was a Vehicle Fire, 1 was an Alarm Call, and 2 were Motor Vehicle Collisions, 4 were Medical Co-Responses – STARS deployed (See Below)

Of note: On December 16, 2021, Station 31 was dispatched to a serious medical call on the Forestry Trunk Road (FTR). After locating the vehicle, firefighters began immediate medical care and assessment. Incident Commander (IC) spoke with the STARS flight Physician to present findings. It was determined that STARS would be dispatched to the scene. IC directed Greenview staff to close Northbound traffic on the FTR for STARS landing. The injured patient was stabilized and airlifted successfully.

Station 32 Grovedale responded to 9 incidents in December. Of the 9 incidents, 7 were Medical Co-Responses, 1 was a Fire Call and 1 was a Motor Vehicle Collision.

STN 33 Grande Cache responded to 12 incidents in December. Of the 12 incidents, 3 were Monitored Alarms, 2 were Brush Fires, 5 were Medical Co-Responses, 1 was a Motor Vehicle Collision and 1 was a Vehicle Fire.

Community Outreach:

Station 31 - DeBolt

Station 31 firefighters participated in the annual tree lighting event held at the DeBolt Ag Society center, supported the annual sleigh ride held at the DeBolt sports field and assisted in the flooding of the Rosedale Mennonite outdoor skating rink.

Station 32 – Grovedale

Station 32 coordinated a highly successful "Stuff the truck food drive" campaign with the Salvation Army Food Drive on Saturday, December 18th from 8:00 am to 4:00 pm. Station 32 worked with Greenview Communications and had radio station coverage to promote the event. Total raised was: \$1800.00 and 1500 lbs. of food.

Station 33 – Grande Cache

Station 33 participated in "Christmas Light Up" by assisting with the fire pit and bringing Santa and Sparky to the community event. The community was very appreciative and receptive to Sparky and Santa.

December 21, Station 33 collaborated with other emergency services in Grande Cache including, RCMP, EMS, Fish and Wildlife, and Corrections for the 2nd Annual Emergency Services Christmas Parade. Four trucks were decorated with Christmas lights and along with Santa, toured through the community handing out candy canes. Greenview staff followed the parade in pick-up trucks collecting for the food bank. The response from the community was overwhelming, and we were able to fill 4 Trucks of food to donate. In each community, people either waved happily from inside their houses or came out to wave and donate food as the parade passed by.

All Stations

In total, the Fire Stations and the partnered agencies raised over \$10,500.00 plus a large amount of donated food. In one case in DeBolt, a family received support in 2020 and this year was able to donate a truly heartwarming story. Firefighters in all stations continue to add value to the community not only through 24/7 emergency response but also through the overall support of important community activities contributing to the health and well-being of the communities they live and work in.

Sergeant, George Ferraby

Administration

Enforcement Services fielded 40 calls for service and issued 56 violation tickets for the first 3 weeks of December. 3 of the violation tickets were DeBolt Ridgevalley Area, 11 were the Grande Cache Area, 33 were the Grovedale Area, 4 were the Valleyview Area, and 3 were on the FTR.

The new Records Management System is working well and allowed us to integrate with our E-Ticketing Solution, enabling the officers to be more productive, spending more time on the road and less time behind the computer screen.

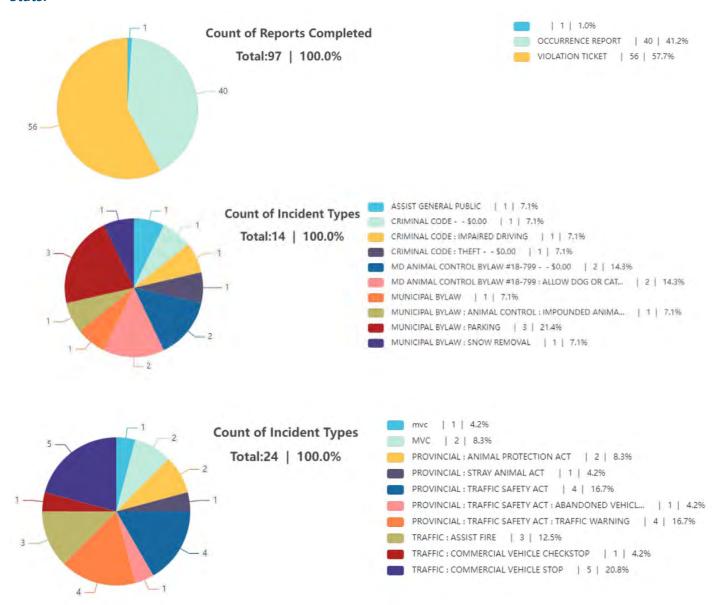
Community Outreach:

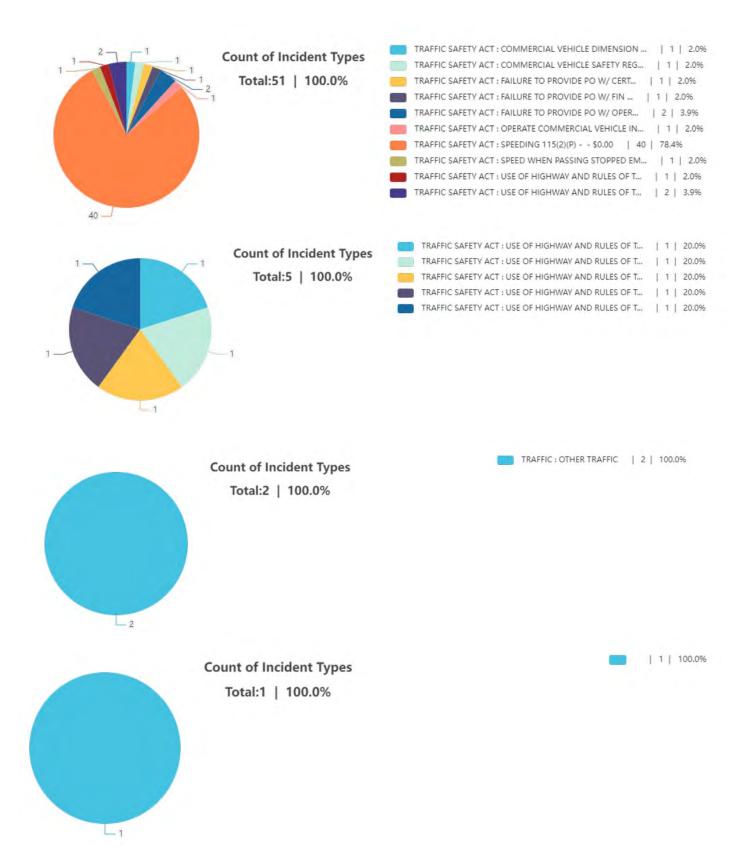
Enforcement Services along with Grovedale Fire Station 32 held a Greenview's Positive Check stop on December 10th in Grovedale, which built relationships with the residents of Grovedale, and was well received.

On December 21st, Enforcement Services along with Grande Cache Fire Station 33, Fish and Wildlife, Correctional Services Canada, RCMP, and EMS held a Christmas Parade where all the vehicles were decorated. Candy canes were handed out to the children in Grande Cache, and a food bank drive which was headed by MD Employees was a huge success raising \$600.00 for the local food bank and 4 pickup truck loads full of food donations.

A collaboration between several MD Departments proved to be a success with both December Venues and was well received by the MD ratepayers.

Stats:







MUNICIPAL DISTRICT OF GREENVIEW No. 16

Manager's Report

Function: CAO Services

Submitted by: Stacey Sevilla, Manager Communications & Marketing

Date: 12/31/2021

Communications Highlights

The communications department continues to produce regular external communications for ratepayers, stakeholders and the general public. The Grande Cache LED sign installation has been completed and is now functional. Work continues to finetune display software, but we are happy to report that content is up and on the sign! The Communications Officer in Grande Cache worked with other department champions to volunteer their time to promote and organize a Grande Cache food drive and First Responders Parade on December 21, 2021 – filling 3 trucks with food for the GC Food Bank.

Please note that the list below is a highlight of Communications department activities, but not exhaustive.

Projects completed or underway:

- Grande Cache LED Sign installation completed LED sign is installed and functioning. Finetuning screen software and content will be running with Telemetry software
- Editing and proofing assistance for various Health and Safety documents
- Greenview Report-a-Problem social media awareness + instruction campaign to begin mid January
- Created Tail Gate banners for Agricultural Services to promote awareness of weeds etc.
- Greenview Holiday Check stop Program Brochure/Advertising with Enforcement Services
- Working on a Positive Ticketing program with Enforcement Services for 2022
- Cleaning up 2021 Virtual Greenbucks orders/payments
- Provincial Curling Sponsorship advertising
- GIG LinkedIn Page created
- Christmas Notifications/Radio Advertising
- Lighting of Rocky the Ram Park and picture taking at event
- Grande Cache House decorating contest promotion, created voting survey and winner announcement
- Attend Fire Rescue Services tabletop meeting and entered addresses provided by Co-Op & Enterprise residents into Telmatic for emergency notification preparation
- Created 2022 Finance Calendar (A/R & A/P) for inclusion with Internal Calendar distribution
- Working on a Community e-Newsletter which can be printed and made available at local post offices for residents. Hopeful to launch a pilot in the first quarter of 2022.

- Created promotions for GCRC December Fitness & After School Programs
- Gathering and reviewing old MD brochures to be updated in 2022
- Met with Tourism to discuss 2022 MD of Greenview Visitor Guide and maps that will need to be updated
- COVID Compliance Code of Practice reformatting, editing and proofing almost completed
- Reminder to Grande Cache residents of snow removal bylaw
- Internal & External calendars completed and awaiting arrival for distribution
- Assist Greenview Fire Rescue Services with promotion of events
- Negotiated radio advertising costs for 2022
- Assist GRM with December promotions advertising
- Website edits for GRM

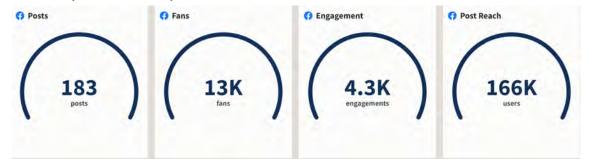
Digital presence statistics

Website (December 2021)

Greenview's website has seen 34,821 pageviews on the website through December. The Greenview website has gained 10,024 new website users. Website access from mobile devices remains on average, about 50% of users.



Facebook (December 2021)



Efforts continue to grow our Twitter, and Instagram presence continues. Twitter followers as of December 31, 2021, = 1,819. Instagram followers as of December 31, 2021, = 552.

Greenview APP (December 2021)

The app is still being downloaded 1-4 times per day on average, with users accessing the "Notifications" section the most often as push notifications are sent out for Council Meetings, etc. Approx 786 Users to date. The custom video created to explain all of the app's many features is scheduled to be shared on social media as part of the ongoing campaign for app awareness.



MUNICIPAL DISTRICT OF GREENVIEW NO. 16

Manager's Report

Department: Corporate Services

Submitted by: Ed Kaemingh, Director Corporate Services

Date: 1/11/2022

Director Corporate Services, Ed Kaemingh

The 2022 Interim Operating and Capital Budgets were presented to Council and accepted. Corporate Service attended Committee of the Whole December 21st with their PowerPoint presentation to Council.

Attended my first annual MD Christmas party this year.

Completed the performance evaluations of staff.

Ongoing meetings regarding the budget and reporting process.

Finance & Administration Manager, Cara Garrett

Welcome Cara Garrett who started with Corporate Services on December 6, 2021, as the Finance & Administration Manager in the Valleyview office.

The Interim Operating & Capital budget was approved at the December 14 Regular Council meeting.

The Greenview Regional Waste Management Board meeting was attended with YTD financials provided to the end of November.

Accounts payable processed 1,327 invoices so far in the month of December. Accounts payable staff continue to contact vendors to switch over to electronic payment of funds. There are currently 828 Vendors set up for EFT. This is approximately 27% of our Active vendors. The statistics below show 172 cheques issued in December versus 380 electronic funds transferred for payment of services.

Accounts Payable Statistics:

Payment	Month	# of payments	# of Invoices	\$ Value of payments
EFT	Dec 2021	380	845	\$ 4,718,151
Cheque	Dec 2021	172	482	\$ 2,795,196

Property Taxes:

Non-Residential were due Sept 30, 2021, and Residential were due Nov 15, 2021.

As of Dec 22, the following is a summary of taxes paid for 2021 thus far.

2021 Tax Levy	\$ Amount Paid YTD	% Of taxes paid YTD
\$ 122,827,831	\$ 119,944,673	98%

Finance Reporting Manager, Deb Welsh

The Great Plains Financial System was updated to GP2018 from GP2016. The upgrade was successful with one outstanding item and payroll tables to be updated December 30, 2021.

Pearl Government Suite (Worktech) - Scheduled update was successful, no known issues.

Information Systems, Peter Stoodley

Internal IT Projects

This process will be continuing. Assessment of our server environment has started. The consideration given is where the MD of Greenview will be/needs to be in 3-years, not today. The back-end environment is due to be upgraded to accommodate increased use of hardware, software, and users.

Project to replace switched in Valleyview Administration office and Greenview Multiplex has started.

Attended and participated in the EOC dry run in GC with Wayne Brown's team and external stakeholders. This included creating a new VLAN for EOC use only with a designated Wi-Fi in all facilities. Each of the four designated sites have a Wi-Fi Printer and switches

Monthly Happenings

- New users are being setup each month. This process does not stall or stop. Multiple updates to user's accounts.
- Setup and rollout of new cell phones, laptops, desktops, deskside phone are occurring each month.

- Meetings with Yardstick on monthly happenings, projects, and security.
- Meeting with Canadian Fibre for status updates and developing a plan for fibre installation in other parts of the district.
- Weekly team huddle within the IS department.
- Site visits to GC, VV as needed for technical/hardware issues.
- Monthly meeting with Corporate Services and the director ongoing monthly.

Service Tickets

Approximately 116 incident tickets were opened in December and actioned either internally or by Yardstick. MD of Greenviews Information Systems Team responded to 19 percent of them.

Nine Information Systems eForms were submitted to Information Systems and actioned internally.

Ten Onboarding/Offboarding eForms were submitted to Information Systems and actioned. Expect this number to increase once the summer season begins.

Legislative Services, Sarah Sebo

Council

Legislative Services brought to Council the MD of Smoky River ICF Committee for the appointment two elected members. Information was provided to Council regarding the legislative requirements of rescinding motions and reintroducing them for reconsideration within the confines of Greenview's Procedural Bylaw. As well, Legislative Services demonstrated how Council may alter the length in which members-at-large are appointed to Greenview boards and committees.

Policy Review Committee

Policy Review Committee took place on December 15 with all of Council present. There, the committee reviewed, Policy 1008 "Council and Board Member Remuneration", Policy 1013 "Credit Card", Policy 4011 "Snow and Ice Clearing Greenview Roadways and Public Buildings", Policy 4023 "Licensing of Undeveloped Roadways" and Policy 6305 "Rental of Agricultural Equipment"

Policy Review Committee is anticipated to convene again on January 12th, 2022.

Records Management

The year end destruction of records will finish January 7th.

Asset Management Officer, Jamie Hallett

Completed the Health & Safety, Human Resources training as well as reviewed all required training documents and policies. Worked with Safety to create the JHA for the Asset Management Officer position.

Learning all computer systems/programs at Greenview – Diamond Questica, WorkTech, Smartsheet's and MuniSight.

Drafting and reviewing the following five asset management policies:

- o TCA Policy
- Asset Management Policy
- o Expenditures
- Disposal and Disbursement Policy
- Vehicle & Equipment Replacement Policy
- o Fire-Rescue Services Apparatus and Equipment Replacement Policy

Reviewing multiple linked policies to Asset Management and asset lists created by staff.

Created an asset management information PowerPoint for Committee of the Whole on December 21st for which I also was in attendance. Attended the budget presentations to Council and discussions regarding the budget process and reporting of.

Completed the road segment for Grande Cache and now digitizing them. Working with GIS to create asset management maps to be used in various asset locations. Working with directors and managers alike on asset management topics.



MUNICIPAL DISTRICT OF GREENVIEW No. 16

Manager's Report

Department: Infrastructure & Planning

Submitted by: Roger Autio, Director Infrastructure & Planning

Date: 1/11/2022

Director, Infrastructure & Planning, Roger Autio

- Sent invoice to Town of Valleyview for their portion of the Old Medical Building Demolition
- As per government request, resubmitted the Disaster Relief Funding request in another "new" excel format.

Manager, Construction & Engineering, Leah Thompson

- DeBolt Creek Stabilization proposal has been submitted and will come to Council with recommendations
- The meeting scheduled with Alberta Environment and Parks (AEP) due to the complaints by a landowner
 due to ditch cleaning in their area has been cancelled, AEP does not feel that it is a benefit as it is not in
 their jurisdiction
- Preparing Johnson Report as per Council
- Council will be seeing a retraction of a motion for a farmland access. The requester has purchased another piece of land which provides him access therefore not required.
- Finished culvert cleaning along RR 224 south to Twp. 692 to RR 225
- Finished culvert cleaning along RR 225 from Twp. 694 to Twp. 683
- Finished culvert cleaning on Twp. 683 from Hwy 43 west to RR 234
- Finished culvert cleaning on Twp 690 west of RR 225
- Finished culvert cleaning on Twp. 685 east to Hwy 43 from RR 225
- Finished culvert cleaning on Twp. 692 west of Hwy 43 to RR 230
- Administration completed registered drainage maps for Council information with overview
- Administration completed additional drainage that are within our ROWs for information

Manager, Operation, Josh Friesen

2021 aggregate inventory report for 2021 audit is complete

Operations East

- Signs installed at TWP RD 681/RGE RD 233 TWP 725A/RGE RD 210A, TWP RD 725A near HWY 49 and TWP RD 710/RGE RD 264
- Locates positioned for temporary signage installation indicating a section of rough road on Sturgeon Heights Road (RGE RD 251)
- Deadfall removed from RGE RD 210 and RGE RD 203 North off HWY 669
- Crews have been snowplowing, dealing with freezing rain and icy conditions

Operations Central

 Crews have been snowplowing, brushing, and dealing with freezing rain and icy conditions as well as clearing deadfall trees due to high winds

Operations West

- Overburden stripping (for future crushing) at the Pinto Pit is complete
- Ditch work North and South of TWP RD 700 is now complete
- Responded to Ledcor's multiple requests for the plowing of HWY 666

Operations South

- Crews have been snowplowing/removal, and sanding in the Hamlet of Grande Cache and on the Forestry
 Truck Road KM 160 to KM 171
- Assisted on water dig hauling backfill
- Repaired/replaced four signs in Grande Cache

Road Concerns

Administration received 58 concerns for Roads and Driveways

	Valleyview	Grovedale	DeBolt	Grande Cache
Culverts				
Brushing				
Driveway Snowplowing	16	12		
Ditching & Drainage				
Snow & Ice	8	6		
Dust Control				
Flooding				
Gravel Request				
Safety Concerns	3			
Signs	4			4
Road Conditions	4			1
TOTAL	35	18		5

Fleet Services

Assisting multiple departments with quotes and tenders for 2022 capital purchases

Fleet & Shop Work Order Requests for Current	
Reporting Period	
Grande Cache Shop	27
Grovedale Shop	38
Valleyview Shop	58
TOTAL	123

Road Request and Agreements

RoaData-Municipal Approval Requests		Service	Rigs	Heavy H	auls	Drilling Rigs	Well Services
	TOTALS	35		377		21	5
RoaData-Municipal Loads			aData-Municipal Loads Single Trip Loads		ads	Multiple I	Legal Trip Loads
	TOTALS		451		621		
Log Haul Route Requests					•		
Received	Approved with Condition		ions		Reje	cted	
1	1				0)
New Road Use Agreements	greements					5	
Grand Total-Approval Requests/Municipal Loads		1516					

Manager, Environmental Services, Doug Brown

Overall

• The Greenview's Municipal Intern spent time within Environmental Services this past month including both the Valleyview area as well as Grande Cache.

Water

- Grande Cache water plant maintenance cleaning VFD filters, cleaning and adjusting drain valves, recovery cleans on the Ultra filtration modules for water treatment.
- We are waiting for an amendment to the current Approval at the new Grovedale Water Treatment Plant that requires monitoring 7 days a week, The new approval will reduce monitoring to 5 day per week (mandatory staff attendance) as we have remote monitoring and alarming for chlorine residuals.
- Grande Cache water repair was completed on Leonard Street Dec 9th.

- Grande Cache operators assisted and isolated the Grande Cache Hotel fire water service line as it was leaking on private property.
- Contractors continue to remediate deficiencies at the new Grovedale WTP. Grovedale and Landry Heights have been flushed and Bacti results were received and passed. All Greenview buildings including the daycare have been serviced.
- Reduced Sunset House water point daily customer use to 2m3 per day from 5m3 per day due to lower well output.
- Replaced solenoid, and pressure switch for well pump control at the old Grovedale water point.

Wastewater

- Completed sewer service repair on sagged/ cracked line in Creek's crossing.
- Pulled sewage lift station pump at Ridgevalley for service.
- Cleaned sewer backup in Grande Cache at Coop building, buried manhole previously unknown.
- Replaced the skimmer blades on Clarifier at the Grande Cache sewer treatment plant.
- Installed a composite sampler at sewer plant Grande Cache

Solid Waste

- Held GRWMC Organizational meeting
- Hazardous Wastes (Old paint, chemicals etc) were collected and hauled away for disposal by contractor.
- DeBolt, Sunset House, Grovedale and then Grande Cache Landfill each received a sea can for electronics collection. These specific sites will act as a staging area for the electronics collection program.

Manager, Planning & Development, Jennifer Sunderman

GIS Staff have worked on various activities including the following:

- Additional Driveways added to the road network, with addressing updates.
- Updates to Tax system based on new Addressing and data cleanup.
- Update Road Classes attribute based on 2018 study done.
- Captured sidewalks in DeBolt, Ridge Valley, Grande Cache for Asset Management.
- Layer improvements to features in Munisight for Operations and Engineering.
- Have Munisight Update website for 2022 data.
- Liaising with other Municipalities to identify potential ways to manage rural addressing within some Hamlets.
- Updated land-ownership annotations to reflect recent Title Changes.

The following information provides a summary of new planning and development applications:

Туре	Applications
Business Licenses:	1
Development Permits:	13
Lease Referrals:	0
Road Allowance Licenses:	5
Land Use Amendments:	1
Subdivisions:	3
Approaches:	2
Road Closures:	0

The following provides a detailed breakdown of planning and development applications:

Business Licenses:

B21-334 /SE-4-57-8-W6, 8223273, B34, L7 / 2227180 ALBERTA LTD/ GAS BAR / WARD 9

D21-331 /SW-35-68-06-W6 / AB AG & FORESTRY / ACCESS. BLDG; COOK'S QRTRS – WARD 8

Development Permits:

D21-332 / SE-29-69-06-W6 0724939, B1, L1 / THIESSEN / HOME OCCUPATION, MAJOR – WARD 8
D21-333 / 06-20-62-03-W6 / EVOLVE SURFACE STRATEGIES INC. / 1500 HP COMPRESSOR – WARD 8
D21-335 / 9720900, B35, L11 / 2136574 AB LTD. / O/A PEAKS & PINES RESTO LOUNGE / LIC. DRINKING ESTAB / WARD 9
D21-336 / 16-13-62-06-W6 / EDWARDS LAND LTD. / 860 HP COMPRESSOR – WARD 8
D21-337 / 14-34-58-26-W5 / SCOTT LAND / 3 COMPRESSORS TOTALLING 7330 HP— WARD 1
D21-338 / NE-20-66-22-W5 / AURORA PEAT / NAT RES EXTR; PEAT HARVEST OPERATION – WARD 2
D21-339 / NE-11-66-21-W5 / AURORA PEAT / NAT RES EXTR; PEAT HARVEST OPERATION – WARD 2

D21-340 / SW-08-62-03-W6 / MCELHANNEY – KEYERA / O&G FACILITY; ADDITIONS – WARD 8

D21-341 / 9720900, B35, L11 / CSV MIDSTREAM SOLUTIONS / O&G FACILITY; ADDITIONS – WARD 9

D21-342 / SE-34-69-05-W6 / MILLENIUM LAND LIMITED / BORROW PIT – WARD 8

D21-343 / 13-05-67-08-W6 / CAN WESTLAND - PEMBINA / NAT RES EXTR; SAND & GRAVEL PIT - WARD 8

D21-344 / NW-34-56-08-W6, 0425096, B38, L11 / KEELER / PERSONAL SERVICE SHOP / WARD 9

D21-345 / 16-16-64-04-W6 / PEACE COUNTRY / ARC RESOURCES / 1150 HP COMPRESSOR – WARD 8

Road Allowance Licenses:

RAL21-027 / ROLAND AND FAY CALLIAU / E of E-1/2-26-72-21-W5 / WARD 5 RAL21-028 / TURKEY BALLS INC / E of SE-1-72-26-5 AND PTN NE-1-72-26-5 / WARD 6 RAL21-029 / KEN BRELAND AND DENISE CLOUTIER / E of SE-34-71-22-W5 / WARD 5 RAL21-030 / TERRANCE LANGLOIS / W of SW-25-69-22-W5 / WARD 3 RAL21-031 / IRVINE AND MICHELLE HAGEN / S OF SE-6-71-20-W5 / WARD 4

Land Use Amendments:

A20-008 / NE-12-72-2-W6 / ALEX KLASSEN / AG-1 TO CR-1 / WARD 6

Subdivisions:

S21-019 / NW-5-71-25-W5 / KRAMPS / FIRST PARCEL OUT / WARD 7 S21-020 / N 1/2-29-70-25-W5 / KRAMPS / FIRST PARCEL OUT / WARD 7 S21-021 / SE-27-65-21-W5 / CUTHILL, DALTAC WELDING / PHYSICAL SEVEWRENCE / WARD 2

Approaches:

APPR21-17 / NE-30-70-21-5 / FINSTER / FARMLAND - UPGRADE / WARD 4 APPR21-18 / SE-27-65-21-5 / CUTHILL / RESIDENTIAL – NEW / WARD 2

Manager, Facility Maintenance, Wayne Perry

Task List Completed	95	Task List New Additions	120
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Valleyview

- Primary focus for the month of December was keeping all walkway and parking lots clear of snow and Ice.
- In the month the security camera systems were upgraded in the medical clinic, FCSS and FSO buildings
- Completed generator service and load testing on the generators at the FSO and FCSS.
- Furnace health report generated for all furnaces to help with Capital and Asset Planning.
- RFQ's were developed for all Janitorial building contracts in the area. This year we have changed the term of the contracts and will be asking for a 3-year contract term.
- Began a RFQ process for nightly guarded security in the Valleyview area, to begin the 2 year trial.

Grovedale

- Primary focus for the month of December was keeping all walkway and parking lots clear of snow and Ice.
- Completed the generator services and load tests on the generators at the PSB and Shop A & B
- Environmental Services had connected the water to the PSB and Facility Maintenance commissioned the line and made the fire protection system functional.
- Furnace health report generated for all furnaces which will help with capital planning.
- RFQ's were developed for all Janitorial building contracts in the area. This year we have changed the term of the contracts and will be asking for a 3-year contract term.

DeBolt

- Primary focus for the month of December was keeping all walkway and parking lots clear of snow and Ice.
- Generator services and load tests were completed at the PSB, Creeks Crossing and Ridge Valley WTP.
- Furnace health report generated for all furnaces to help with Capital and Asset Planning.
- RFQ's were developed for all Janitorial building contracts in the area. This year we have changed the term of the contracts and will be asking for a 3-year contract term.

Grande Cache

- Primary focus for the month of December was keeping all walkway and parking lots clear of snow and Ice.
- Generator services and load tests completed on the generator at the Rec Centre.
- Furnace health report generated for all furnaces to help with Capital and Asset Planning.
- RFQ's were developed for all Janitorial building contracts in the area. This year we have changed the term of the contracts and will be asking for a 3-year contract term.
- Deep cleaning of the Grande Cache Tourism Center with the assistance of a Fog Machine has been completed.
- Began planning for the install of cameras into the Operations building in Grande Cache.
- Replaced the furnace in the ball diamond concession for Recreation. The old one was obsolete and very difficult to find spare parts.

Security

•	Nightly security patrols in the Grande Cache area, reported 30 corrective actions in the month. Most of the incidents noted in the month were related to unlocked doors, which were secured.



Manager's Report

Department: Community Services

Submitted by: Michelle Honeyman, Director Community Services

Date: 1/11/2022

Director Community Services, Michelle Honeyman

Administration has participated in bi-weekly meetings with the GEC Architect firm to review the designs for the Grande Cache Event Centre. The design plan is progressing and will be submitted to Council for ratification once a completed draft has been prepared.

Administration has received an endorsed five-year term lease agreement from the Department of Agriculture and Forestry for the Heli-Tack Base located at the Grande Cache Airport.

Administration has engaged a firm to investigate the potential of establishing a professional services facility within the Eagles Nest Hall in Grande Cache. The results of the investigation will be presented to Council when the final report is received.

Agricultural Services Manager, Sheila Kaus

Agricultural Services is working with the Legislative Services Officer to review the Agricultural Service policies to ensure consistency with the department's actions and remove redundancies. In addition to this policy review, Agricultural Services is developing an Intermunicipal Appeal Committee bylaw, similar to that in effect in Northern Sunrise County. This bylaw will ensure the appointment of the intermunicipal board occurs as is appropriate. Administration is working with intermunicipal collegues to develop an orientation for the intermunicipal board for delivery in March.

Administration has been prepping to request quotes for capital purchases and finalizing the seedling order for the Greenview Shelterbelt Program. The shelterbelt program is expected to launch in January.

The Non-Profit Weed Pull program targeting scentless chamomile in the hamlet of Grande Cache has wrapped up for 2021. Non Profits collected 24 bags of scentless chamomile for 2021 and

program participants have been sent their funds. It is hoped the program grows in popularity for 2022.

On December 7th, Alberta Agriculture, Forestry and Rural Economic Development (AFRED) announced that 87 cases of equine infectious anemia (EIA) had been found in 10 different municipalities. EIA is a federally reportable disease, meaning cases must be reported to the Canadian Food Inspection Agency. The province-wide notification included a list of symptoms to assist horse owners:

Infected animals may show few clinical signs of disease, particularly in the early stages of infection. However, infected animals remain carriers of the virus for life, putting other animals at risk. Infected animals may show some of the following signs:

 loss of coordination* 	bleeding under the tongue and eye
anorexia	 swelling of the extremities
depression	weight loss
 general weakness 	
 intermittent fever up to 41°C 	*Note: loss of coordination may be the only
• jaundice	clinical sign observed.

On December 17th, AFRED announced the discovery of an atypical case of bovine spongiform encephalopathy (BSE). Atypical BSE is not a threat to human health and is not transmissible. It was expected to have little to no impact on market access or prices, but on December 21st, South Korea announced a restriction on Canadian beef imports. It is hoped the restriction is of short duration as South Korea conducts its investigation.

Rental Equipment stands at 592 rental days for 2021.

Up to December 22nd, 60 wolves have been submitted for incentive, totalling \$18,000, and 456 beavers have been submitted for incentive, totalling \$13,680.

Problem Wildlife Work Orders, up to October 21st

File Status	Beaver- MD	Beaver- Ratepayer	Customer Service	Predation	TOTAL
In Queue					
Open	0	0	0	3	3
Closed	25	29	19	10	83
TOTALS	25	29	19	13	86

PWO Culls: Over 300 beaver, 17 skunks, 19 muskrats.

Other highlights: Solved multiple black bear and roadkill issues.

VSI Quarterly Reports and Service Breakdown- 3rd quarter

# Services	2021	2020	+/-(%)

Semen Testing: 614 claims; \$24,809.71 Preg Checks: 2389 claims; \$6,689.20 C-Sections: 22 claims; \$5,893.25 Exams: 108 claims; \$5,367.00



Total 1 st Quarter	99	\$19,269.77	\$21,172.35	-8.99%
Total 2 nd Quarter	231	\$33,953.33	\$36,569.40	-7.15%
Total 3 rd Quarter	53	\$ 8,382.80	\$ 8,342.09	+0.50%
2021 Claims	383	\$61,605.90	\$66,083.84	-6.80%

Economic Development Manager, Kevin Keller

Community:

Administration coordinated and organized on behalf of Greenview, the participation in the Best of Alberta provincial men's and women's curling championships 2022. This was coordinated in collaboration with the Communications Dept.

Delegations were organized to present at the January Committee of the Whole meeting and local community groups will be invited to present to the committee to further clarify their grant funding requests.

Business:

Administration continues to positively collaborate with other municipalities in the region, government funded agencies and the local Chamber of Commerce on multiple projects. This collaborative group has been successful in helping the Grande Prairie & District Chamber of commerce receive the Digital Service Squad Grant for extra Information Technology (IT) support for the small businesses in the region, including Greenview.

Shop Local Grande Cache 2021 has concluded, the winner has been selected and will be announced in the next publication of the Grande Cache Mountain Community Voice; one of Greenview's partners in this year's event. The program saw participation from 25 local GC businesses and approximately 1000+ entrants.

Interested parties can now register for the 2022 edition of Growing the North. Growing the North northern Alberta's largest Economic Development conference. This virtual conference is to be held Feb. Feb 212 – Feb 24th.

Tourism:

Mountain Blooms Greenhouse held 3 Christmas craft programs available to the public December 4 & 11th. The programs saw full attendance for all three sessions. The GC Municipal Library hosted Coffee & Crafts Dec 6 & 13th and evening adults crafts on Dec 9 & 16th. Again these program s saw full attendance.

GC Tourism Christmas Activities and Light-up (Dec 17-19) brought in 263 people over the weekend.

A successful Storytime with Mrs. Clause was hosted by the GC Municipal Library Dec 17 & 18th. Administration had the opportunity to met with Media-Seekers to discuss upcoming #SkiNorthAB campaign. A new campaign starts Jan 15.

Finally, administration researched and confirmed 2022 Tradeshows & Conferences opportunities. These include the Outdoor Adventure Show March 19/20, Edmonton Travel & Adventure Expo March 12/13, Alberta Tourism Industry Congress April 24/25, Edmonton Boat and Sportsman Show March 17-20, Alberta Outdoor Adventure Expo-Edson, September. Further information is available on these tourism tradeshows and conferences if anyone is interested in more details.

Visitor Statistics and Revenue at the Grande Cache Tourism Info Centre:

- Total December Visitors (Up to December 19): 602
- Total December Gift shop Revenue Sales (Up to December 19): \$5,594.19
- Total Visitors YTD: 12,317 (Jan 1-December 19): 15,779

YTD Vi	sitors Jan-Dec	YTD Re	venue Jan-Dec
2018	18,713	2018	\$76,247.40
2019	19,168	2019	\$62,083.10
2020	9025	2020	\$56,401.48
2021	15,779	2021	\$120,651.03

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

The Green View FCSS Board met on December 16 for a regular meeting. The Board heard presentations from external organizations and decisions were made on 2022 funding applications. The Suicide Prevention Resource Centre was approved for \$14,000.00, Seniors Outreach was approved for \$30,000.00. The Mountain Metis Nation received \$2000.00 in new funding for 2022 and the John Howard Society was denied their funding request this year.

There will be a FCSS 101 information session facilitated virtually by the province on February 16 for any new board members or Councilors wishing to attend to learn more about the provinicial FCSS program.

Community Resource Centre December statistics

The Community Resource Centers fielded over 320 inquires in December. The top three reasons people called or came in were to access technology support, food bank applications and Canada Revenue information.

Youth December Programming

Harry Gray Elementary School



Girls Circle – Six students are participating in a group program to help them with friendship, social and relationship skills.

Boys Council – Six students are participating in a group program to help them with friendship, social and relationship skills.

Body Talk - Grade 5's participated in a 4-week program learning about, anatomy, puberty, hygiene and menstruation.

Oscar Adolphson Primary School

Mind Up! – Grade 3's participated in a 5-week program on ways to cultivate a positive attitude and building healthy relationships. Modules included Choosing Optimism, Perspective Taking and Appreciating Happy Experiences. Surveys indicated that 83% of students are better at controlling their temper after taking Mind UP!

Ridgevalley School

Boys Council – The grade 4 and 7 students participated in structured programs for boys that aim to promote boys' natural strengths. They are given the opportunity to address masculine definitions and behaviors, learn about healthy relationships and positive friendships.

GSA - Gay Straight Alliance- Valleyview

This afterschool program allows 2+LGBTQ, two spirited, lesbian, gay, bisexual, transgender, queer and questioning youth a safe place to meet and form new friendships with like minded youth. This program runs every Wednesday from 3:30-5:30 at the Valleyview Public Library. Currently the GSA has seven regular attendees.

The Miyo Wichitowin (beading) program – Grande Cache

This program ran in 2 classes (grades 5 and 6) for a total of 46 students. Not only did the Youth Coordinator receive positive feedback from the participants but was approached by two non-indigenous parents who expressed how much their child enjoyed the teachings. They appreciate the hands on learning their children received. A meeting is scheduled with two teachers from the middle school to determine the next programs to be delivered after Christmas break.

Thursday's afterschool saw 6 youth participate in another aspect of the Miyo Wichitowin program (Pow Wow dancing).

The Youth Coordinator completed several trainings in November, Kids' Grief and Finding Meaning in the Mess of Grief, Bear Aware Safety, webinars through CYF Caregiver education related to anxiety and stress in youth.

Upcoming January Programs

Oscar Adolphson Primary School

I Can Handle Anger – a 6-week program where grade 2 students will learn how to handle their anger in a socially acceptable way and how to deal with difficult emotions.

Hands are Not for Hitting – a 4-week program where Grade 1 students will learn how to use their bodies appropriately when they have difficult emotions.

Ridgevalley School

The grade 8 class will participate in the SKILLS program. Content will include healthy relationships, how to resist peer pressure to become sexually involved before they are ready or able to cope with the consequences. A presentation form Northreach Centre in Grande Prairie on sexually transmitted infections and contraception, dating violence and the effects of pornography on the brain.

<u>Just In Case Workshop</u>- January 15 at the Eagles Nest Hall from 6:30-8:30 p.m. This program prepares participants with information they or their family will require in the case of sudden death or emergency.

<u>Babysitting Course</u> -will be offered to participants aged 10 and above. The course will run after school on January 12,13, 14 at the Recreation Centre in Grande Cache.

Empathy Program – this program aims at building empathy in children aged 3-5. The program will run at the Grande Cache library beginning January 10.

<u>Mother Daughter Circle</u>-this program is aimed at girls aged 11-14, and their mothers or caregivers. The purpose is to promote healthy bonds during the transitional years from girlhood to young womanhood. The program will be held at the Eagles Nest Hall on January 19 in the evening.

<u>Gay Straight Alliance</u>-this program will be offered at the Grande Cache Library beginning on January 6th.

Other



Green View FCSS along with Spark Family Resource Network participated in International Day of the Child by creating hot chocolate, cookie, and information packages. It was a very successful day with 18 packages given out.

The FCSS Youth Coordinator attended a meeting hosted by Valleyview Library Family Literacy to discuss the increase in gaps in child development and the fact that families do not know where to reach out to in Valleyview and area. The discussion was also on Ages & Stages Questionnaires® (ASQ®) and how to reach those families. ASQ has been specifically designed to pinpoint developmental progress and catch delays in young children—paving the way for meaningful next steps in learning, intervention, or monitoring.

The Valleyview Community Learning Council will be facilitating a parent child literacy program out of the Green View Community Resource Center in January.

Submission of Quarter 3 Meadows to Mountains Homelessness Prevention grant. In the 2021/2022 grant year a total of \$10 387.08 has been used. Those dollars assisted persons with disabilities, single parents leaving domestic violence, and families and individuals experience poverty due to unforeseen job loss. Clients remained homed through the financial assistance provided. Financial aid was only provided to fill gaps when clients did not meet the criteria for other streams of funding.

Recreation Services Manager, Kevin Gramm

Recreation Administration:

Administration has completed the project installations and parking lot upgrades at the Cowlick Creek Staging Area in the Grande Cache area. This was a joint initiative with Alberta Environment and Parks and the MD of Greenview to enhance and improve the access to Mt. Louis.





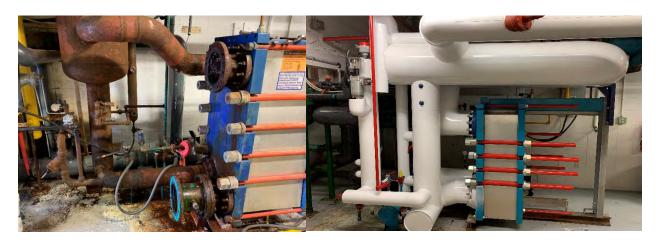


Administration is pleased with the results of the Grande Cache Recreation Centre Curling Rink Retaining Wall in the Hamlet. A safe and welcome sight to this location.





The Grande Cache Recreation Centre Refrigeration Plant repairs were successfully completed on time and on schedule with the planned start date. User groups are thrilled to be able to return to play in the Arena.



Greenview Regional Multiplex

The GRM was closed mid-way through December 2020 due to a provincial closure notification.

Category	Membership Usage	Day Pass	Membership	Day Pass
	(2020)	Usage (2020)	Usage (2021)	Usage (2021)
Corporate Family	234	n/a	498	n/a
Corporate Senior	26	n/a	116	n/a
Corporate Adult	648	n/a	773	n/a
Corporate Youth	24	n/a	151	n/a
Corporate Child	17	n/a	29	n/a
Family	157	43	200	126
Adult	596	258	642	511
Youth	51	36	122	288
Child	29	108	107	274
Senior	107	5	195	28
Super Senior	55	FREE	143	FREE
TOTALS	<u>1944</u>	<u>450</u>	<u>2976</u>	<u>1227</u>

Grande Cache Recreation Centre

Grande Cache Recreation Centre had a busy December, as compared to last year, when we were closed effective December 12, 2020.

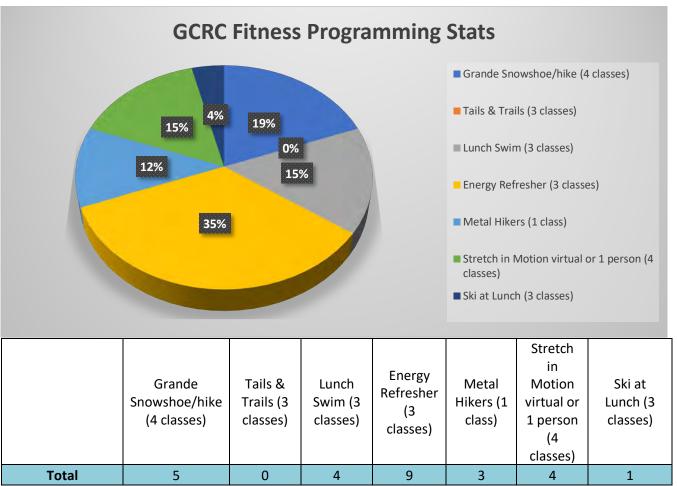
GCRC December 2021 Facility Stats					
	10X Pass	Membership	Drop In		
2020 Youth (5-17)	21	48	26		
2021 Youth (5- 17)	23	86	87		
2020 Adult (18-59)	52	202	46		
2021 Adult (18-59)	83	383	125		
2020 Senior (60-69)	7		2		
2021 Senior (60-69)	29	39	8		
2020 Family	11	23	7		
2021 Family	5	71	29		
2020 Senior (70+) Free		33			
2021 Senior (70+)		56			
	10X Pass	Membership	Drop In		
2020	91	306	81		
2021	140	635	249		

	GCRC December 2021 Program Stats									
Countdown Calendar	DIY Ornaments	Fun in the snow	Christmas Movie	DIY Hot Chocolate Kits	Cookie Decorating	Game Day	Lighting of Rocky Event	Christmas Tree Hunt Event	House Decorating Contest	Staff Kids Party
10	6	8	8	8	11	12	450	54	16	24

GCRC Swim Lessons Stats					
Program	2020	2021			
Parent & Tot	0	8			
Preschool	0	30			
Swimmer 0 40					

(GCRC December 2021 Facility Rentals					
Pool Internal	Pool External	Arena Internal	Arena External	Cancelled		
2	9	46.25	0	1		





December's outdoor classes were fun and a little challenging due to the drop in temperature for the weather. We are trying our best to keep our hopes up for classes to return one day to the Recreation Centre.

We still providing workouts to the Aquafit, hydropower and spin classes. People still come do these classes with the workouts that I provide at the times designated for the class. Lightning of Rocky Ram and The Griswold Family Christmas Tree Hunt were the December outdoor events. Attendance was AMAZING for both these annual events.

There was a fantastic write up in the local newspaper highlighting events and programs we do. We actually made the paper two weeks in a row! January has an outdoor cross-country ski event planned and there will be a Fitness Challenge starting January 1- December 31, 2022.

Grande Cache Community Bus:

The Grande Cache Community Bus service did not operate in December of 2020 due to Provincial mandated closures.

December 2021 Hamlet Passengers Stats			
Pick-Up Drop-Off			
14	11		

December 2021 Out of Town Trips			
One Way Round Trip			
1	3		

Outdoor Recreation Services

Administration has received copies of leases from Alberta Environment and Parks to the Cowlick Creek Staging Area and canal between Grande Cache Lake and Victor Lake. We have also received favourable responses and feedback to several more outstanding leases as far back as 2019.





























